



NORTH MARIN WATER DISTRICT
AGENDA - REGULAR MEETING
 March 18, 2014 – 7:30 p.m.
 District Headquarters
 999 Rush Creek Place
 Novato, California

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Est. Time	Item	Subject																								
7:30 p.m.	CALL TO ORDER																									
	1.	APPROVE MINUTES FROM REGULAR MEETING , March 4, 2014																								
	2.	GENERAL MANAGER'S REPORT																								
	3.	OPEN TIME: (Please observe a three-minute time limit)																								
		This section of the agenda is provided so that the public may express comments on any issues not listed on the agenda that are of interest to the public and within the jurisdiction of the North Marin Water District. When comments are made about matters not on the agenda, Board members can ask questions for clarification, respond to statements or questions from members of the public, refer a matter to staff, or direct staff to place a matter of business on a future agenda. The public may also express comments on agenda items at the time of Board consideration.																								
	4.	STAFF/DIRECTORS REPORTS																								
	5.	MONTHLY PROGRESS REPORT																								
	CONSENT CALENDAR The General Manager has reviewed the following items. To his knowledge, there is no opposition to the action. The items can be acted on in one consolidated motion as recommended or may be removed from the Consent Calendar and separately considered at the request of any person.																									
		<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Consent - Approve</th> <th style="text-align: left;">Water Agreement</th> <th style="text-align: left;"><u>Type</u></th> <th style="text-align: left;"><u>DU</u></th> <th style="text-align: left;"><u>EU</u></th> <th style="text-align: left;"></th> </tr> </thead> <tbody> <tr> <td>6.</td> <td>Mt. Burdell Place, 1112 4th Street</td> <td>Sub div.</td> <td>10</td> <td>11</td> <td style="text-align: right;">Resolution</td> </tr> <tr> <td>7.</td> <td colspan="5">Consent – Approve: April 2014 Vehicle/Equipment Auction</td> </tr> <tr> <td>8.</td> <td colspan="5">Consent – Approve: Board Planning Workshop Summary</td> </tr> </tbody> </table>	Consent - Approve	Water Agreement	<u>Type</u>	<u>DU</u>	<u>EU</u>		6.	Mt. Burdell Place, 1112 4 th Street	Sub div.	10	11	Resolution	7.	Consent – Approve: April 2014 Vehicle/Equipment Auction					8.	Consent – Approve: Board Planning Workshop Summary				
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7.	Consent – Approve: April 2014 Vehicle/Equipment Auction																									
8.	Consent – Approve: Board Planning Workshop Summary																									
	ACTION CALENDAR																									
	9.	Approve: Drought Surcharge																								
	10.	Approve: AEEP Reaches A-D/CalTrans Marin Sonoma Narrows B3 – Construction Management Services																								
	11.	Approve: NMWD AEEP/MSN B3 Tree Removal Project – Increase in Contract Contingency to The Professional Tree Care Company																								
8:00 p.m.	INFORMATION ITEMS																									
	12.	MSN B1 (AEEP Reach E) – Final Report (Harris & Associates)																								

All times are approximate and for reference only.

The Board of Directors may consider an item at a different time than set forth herein.

(Continued)

Est. Time	Item	Subject
	13.	NBWA Meeting – March 7, 2014
	14.	NBWRA – March 12, 2014
	15.	MISCELLANEOUS Disbursements Reimbursement Program 2013 <u>News Articles:</u> Petaluma joins call for water conservation Man's effect on Russian River's mouth studied Drought: Time to change Lake Mendocino rules? Nicasio weighs supplemental tank Sanitary District appoints new manager
9:00 p.m.	16.	ADJOURNMENT

1

1 DRAFT
2 NORTH MARIN WATER DISTRICT
3 MINUTES OF REGULAR MEETING
4 OF THE BOARD OF DIRECTORS
5 March 4, 2014

6 **CALL TO ORDER**

7 President Rodoni called the regular meeting of the Board of Directors of North Marin Water
8 District to order at 7:30 p.m. at the District headquarters and the agenda was accepted as
9 presented. Present were Directors Jack Baker, Rick Fraites, Stephen Petterle, Dennis Rodoni and
10 John Schoonover. Also present were General Manager Chris DeGabriele, District Secretary Katie
11 Young, Auditor-Controller David Bentley and Chief Engineer Drew McIntyre.

12 LAFCO Executive Director, Keene Simonds, District employees Robert Clark
13 (Operations/Maintenance Superintendent) and Tony Arendell (Construction/Maintenance
14 Superintendent) were in the audience.

15 **MINUTES**

16 On motion of Director Schoonover, seconded by Director Petterle and unanimously carried
17 the Board approved the minutes from the previous meeting as presented.

18 **GENERAL MANAGER'S REPORT**

19 Marin Coalition Presentation

20 Mr. DeGabriele advised the Board that tomorrow he and Marin Municipal's General
21 Manager, Krishna Kumar, will be speaking at the Marin Coalition meeting in San Rafael. He
22 informed the Board that they will be speaking about water supply in Marin.

23 North Bay Business Journal

24 Mr. DeGabriele informed the Board that he, Marin Municipal's General Manager, Krishna
25 Kumar, and Novato Resident, Dietrich Stroeh will be attending the North Bay Business Journal
26 conference next Thursday to speak about the water supply in Marin County.

27 Marin Conservation League Dinner

28 Mr. DeGabriele asked the Board for a volunteer to attend the Marin Conservation League
29 Dinner on April 11th. Director Fraites stated that he already purchased his tickets and would
30 represent the District.

31 North Bay Watershed Conference

32 Mr. DeGabriele asked if any of the Directors were planning on attending the North Bay
33 Watershed Conference at StoneTree Golf Course on April 11th. He noted that the District is a

1 sponsor of the conference. Director Fraites and Director Baker informed Mr. DeGabriele that they
2 were both interested in attending the conference.

3 **OPEN TIME**

4 President Rodoni asked if anyone in the audience wished to bring up an item not on the
5 agenda and the following item was discussed:

6 Keene Simonds, the New Executive Director of Marin LAFCO, introduced himself to the
7 Board and informed them that LAFCO is embarking on a countywide water study in conjunction with
8 their municipal service review of water agencies in Marin County. Mr. Simonds informed the Board
9 that an administrative draft of the work product should be available this summer and Marin LAFCO
10 would request internal feedback from the District prior to releasing the study for public review.

11 **STAFF / DIRECTORS' REPORTS**

12 President Rodoni asked if staff or Directors wished to bring up an item not on the agenda
13 and the following items were discussed:

14 Mr. McIntyre advised the Board that staff has been interviewing consultants for the Aqueduct
15 Energy Efficiency Project and are in negotiations with the detailed scope of work and cost proposal.
16 He advised the Board that he would come back at the next meeting with a recommendation.

17 Mr. McIntyre informed the Board that the advanced tree removal contract is going well for
18 the AEEP project, although CalTrans' is requesting that additional trees be removed, so staff will
19 bring a change order request to the Board in the future. He noted that CalTrans' will pay 100% of
20 that extra cost.

21 Mr. McIntyre advised the Board that he and Carmela Chandrasekera will conduct a pre-bid
22 meeting for the Gallagher Well Pipeline Project at the site tomorrow. He noted that there were
23 approximately 4-5 contractors who expressed interest.

24 District Secretary, Katie Young, reminded the Board and District Officers to complete their
25 Ethics Training by April 1st.

26 Director Schoonover asked about the status on the North Redwood Boulevard Corridor and
27 asked what improvements needed to be done to the existing Administration building in the near
28 future. Mr. DeGabriele stated that there was nothing new to report on the topic of relocating the
29 NMWD headquarters. Robert Clark, Operations/Maintenance Superintendent stated that the Admin
30 building HVAC system needs to be replaced soon and the carpets and paint could use updates as
31 well.

1 **CONSENT CALENDAR**

2 On the motion of Director Petterle, seconded by Director Fraites and unanimously carried,
3 the following item was approved on the consent calendar:

4 **ULTRA HIGH EFFICIENCY TOILET DISTRIBUTION PROGRAM**

5 The Board approved an Ultra-High Efficiency Toilet Distribution Program enhancement,
6 adding up to 400 additional toilets to the pilot program which was approved on January 7th. The
7 UHET program will make available, at no charge to participating customers, Niagra Stealth toilets
8 which use 0.8 gallons per flush. The District is purchasing the toilets through the manufacture for
9 \$150 each. To date over 500 customers have signed up for the program which was advertised in the
10 winter *WaterLine* newsletter

11 President Rodoni thanked staff for adjusting the program and providing more toilets to
12 customers.

13 **ACTION CALENDAR**

14 **SET PUBLIC HEARING TO CONSIDER DECLARATION OF A WATER SHORTAGE**
15 **EMERGENCY ADOPT WATER SHORTAGE CONTINGENCY MEASURES IN NOVATO AND**
16 **WEST MARIN SERVICE AREA AND CONSIDER ENDORSING THE WAC RESOLUTION**
17 **SUPPORTING SONOMA MARIN SAVING WATER PARTNERSHIP EFFORTS AND GOVERNOR**
18 **JERRY BROWN'S EMERGENCY DROUGHT DECLARATION**

19 Mr. DeGabriele reviewed the water supply status with the Board from the previous months.
20 He informed the Board that he attended an Assemblyman Levine's meeting to discuss the use of
21 Recycled Water for livestock water. He noted that the dairy ranchers were adamantly opposed to the
22 use Recycled Water due to the risk of negative market perception for their organic products. Mr.
23 DeGabriele stated that Marin Municipal plans to authorize use of back fed into Stafford Lake water in
24 order to help ranchers for stock water this summer.

25 Mr. DeGabriele stated that on Lagunitas Creek, rainfall at the Kent Lake gauge stands
26 currently at 22.8". He noted that the threshold for dry year conditions is 28" of rainfall by April 1st. Mr.
27 DeGabriele stated that even though the memo recommended a public hearing be held on March
28 18th, he is requesting to postpone the hearing until April 1st since there is still time for rainfall to
29 impact the conditions.

30 Mr. DeGabriele stated that in Novato, Stafford Lake is 58% of its capacity and has had
31 360AF back fed. He informed the Board that Lake Sonoma is at 71% capacity, Lake Mendocino is at
32 48% capacity and Lake Pillsbury is at 37% capacity after the recent storms.

1 Mr. DeGabriele informed the Board that the Technical Advisory ad hoc committee met
2 yesterday to discuss 20% voluntary conservation request. He stated that the group's consensus was
3 to focus on the message and rely on compliance with the 20 by 2020 target.

4 Mr. DeGabriele requested to plan for a public hearing but is hopeful to avoid it if there is
5 ample rainfall to fill Stafford Lake and to make a difference at Lake Mendocino.

6 Mr. DeGabriele distributed a chart comparing this year and last year rain with the 1976-77
7 rainfall.

8 President Rodoni asked what the next step may be for a mandatory reduction.

9 Mr. DeGabriele stated that he doesn't believe mandatory reductions will happen for over a
10 year. He noted that there is water supply available in Lake Sonoma, much uncertainty and long
11 range project of El Nino return in the ocean conditions.

12 Mr. DeGabriele requested that the Board read over the Water Shortage Contingency Plan
13 and set April 1st for the public hearing for both Novato and West Marin service areas, as well as
14 endorse the WAC Resolution supporting the Sonoma Marin Saving Water Partnership efforts and
15 the Governors emergency drought declaration which includes calling for 20% reduction in water use.

16 President Rodoni asked if the public hearing was going to be on April 1st at the regularly
17 scheduled Board meeting. Mr. DeGabriele answered yes.

18 President Rodoni wanted to clarify that the Water Shortage Contingency Plan would only
19 occur if the triggers were in place. Mr. DeGabriele responded yes.

20 On motion of Director Fraites, seconded by Director Petterle and unanimously carried, the
21 Board set Tuesday, April 1st at 7:30 p.m. as the date and time to hold a public hearings to consider
22 declaration of water shortage in the Novato and West Marin service areas and endorsed the WAC
23 Resolution supporting the Sonoma Marin Saving Water Partnership efforts and Governor Jerry
24 Brown's Emergency Drought Declaration.

25 **EMERGENCY INVERNESS INTERTIE AND COOPERATIVE SERVICES AGREEMENT**

26 Mr. DeGabriele advised the Board that he received a letter from Inverness Public Utility
27 District (IPUD) requesting to purchase water from the District during their upgrade of their water
28 treatment facilities. He noted that the District is unaware of when the needed water purchase will
29 occur. Mr. DeGabriele informed IPUD that the District's West Marin Water Shortage Contingency
30 Plan would restrict deliveries to IPUD, should the plan be put into place. He advised the Board that
31 the Cooperative Services Agreement is expiring at the end of June this year and with the request to
32 purchase water the agreement has been updated and the term has been extended. Mr. DeGabriele

1 is requesting the Board approve the agreement and stated that IPUD will be bringing the agreement
2 to their Board for approval in late March.

3 On motion of Director Baker, seconded by Director Fraites and unanimously carried, the
4 Board approved the Emergency Inverness Intertie and Cooperative Services Agreement with
5 Inverness Public Utility District.

6 **INFORMATION ITEMS**

7 **MSN B1 (AEEP REACH E) PROJECT – FINAL REPORT (HARRIS AND ASSOCIATES)**

8 Mr. McIntyre advised the Board that construction inspector, Craig Pyle from Harris and
9 Associates was unable to attend the meeting tonight and will need to postpone the final report for
10 the MSN B1 project.

11 **CONSIDER DROUGHT SURCHARGE OPTIONS**

12 Mr. Bentley stated that it is likely mandatory water use restrictions are not going to happen
13 this year but staff would like to have a drought surcharge in place for future use. He noted that he
14 would like to incorporate the surcharge into the Water Shortage Contingency Plan and use it as
15 another tool to help people reduce water use in the future years. Mr. Bentley informed the Board that
16 staff has spoken with District legal counsel regarding the drought surcharge and they advised that
17 the District could include the drought surcharge information in the rate hearing letters to customers
18 and the Board could adopt the surcharge and put it into the Water Shortage Contingency Plan.

19 Director Fraites asked if it was \$1.00 per every 1,000 gallons. Mr. Bentley responded yes.

20 Director Petterle asked that the surcharge not be automatically enacted with the Water
21 Shortage Contingency Plan but revisited and reapproved when needed. Mr. Bentley agreed that
22 would be reasonable and said that the Board can review it annually with other rate changes.

23 Mr. Bentley stated that the Board would need to decide on a 200 or 300 gallon per day
24 threshold and that 200 gallons per day with mandatory restrictions would affect more customers.

25 President Rodoni asked to consider the threshold at the average number people per
26 dwelling unit times the 20 by 2020 per capita target.

27 Mr. Bentley advised the Board that he would come back to the Board with a final
28 recommendation at the next meeting for the drought surcharge to be implemented in the Water
29 Shortage Contingency Plan.

30

1 **DRAFT BOARD WORKSHOP SUMMARY**

2 Mr. DeGabriele requested that the Board review the Draft Board Workshop Summary and
3 provide any comments or changes to him within 10 days. He noted that he would bring the summary
4 back at the next meeting for approval.

5 **TAC MEETING – MARCH 3, 2014**

6 Mr. DeGabriele informed the Board that at the March 3rd Technical Advisory Committee
7 meeting TAC was asked to accept the Water Shortage Allocation Model Methodology Update. Mr.
8 DeGabriele advised the Board that he had received an email from the City of Petaluma advising that
9 Petaluma cannot accept the model and that they are seeking further clarification on the model
10 specifically pertaining to the demands for water centric business such as breweries and creameries.
11 He noted that City of Petaluma is concerned about their water conservation efforts and the per
12 capita consumption calculation. Mr. DeGabriele stated that there was further discussion on this
13 issue and that the TAC agreed to approve the model for seven months with an automatic extension
14 to June 30, 2016 in order to look at City of Petaluma's concerns.

15 Mr. DeGabriele stated that the water supply conditions and the biological opinion status
16 update were reviewed at the TAC meeting as well and were included with the Board packet and
17 memo.

18 **MISCELLANEOUS**

19 The Board received the following miscellaneous information: Disbursements, Direct Deposit
20 of Disbursements, Baywork Signatory, and Press Release – Dry Year Conditions on Lagunitas
21 Creek for NMWD.

22 Mr. DeGabriele advised the Board that the Bayworks Signatory participation is really
23 beneficial to the District and stated that Dianne Landeros has been working with Bayworks and it is
24 a good way to exchange information.

25 The Board received the following news articles: Bakersfield Public works chief named to
26 head Marin County Department, Nicasio Community Water Meeting, Environmentalists warning irks
27 grape growers, Reflecting upon an epic year, North Marin Water District awarded \$1.486M for West
28 Marin Pipeline, Nicasio seeking crisis water, Committees approve \$687 million in drought relief, and
29 Marin coalition will hold luncheon in San Rafael.

30 The Board also received the following miscellaneous items at the meeting: TAC Meeting
31 Summary – March 3, 2014, Studies Begin of Historic Russian River Jetty, Well to mitigate salinity
32 intrusion, and Drought conditions effecting Lagunitas Creek.

1 **ADJOURNMENT**

2 President Rodoni adjourned the meeting at 8:36 p.m.

3 Submitted by

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Katie Young
District Secretary

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NORTH MARIN WATER DISTRICT
MONTHLY PROGRESS REPORT FOR February 2014
 March 18, 2014

1.

Novato Potable Water Prod - RR & STP Combined - in Million Gallons - FYTD

Month	FY13/14	FY12/13	FY11/12	FY10/11	FY09/10	14 vs 13 %
July	385	389	371	379	360	-1%
August	360	396	373	368	367	-9%
September	332	346	347	358	335	-4%
October	313	283	249	278	233	10%
November	229	166	183	164	176	38%
December	182	146	156	141	149	25%
January	168	151	178	146	140	11%
February	115	148	147	134	124	-23%
FYTD Total	2,083	2,026	2,004	1,968	1,884	3%

West Marin Potable Water Production - in Million Gallons - FY to Date

Month	FY13/14	FY12/13	FY11/12	FY10/11	FY09/10	14 vs 13 %
July	9.3	9.8	9.2	9.9	10.0	-5%
August	9.3	9.7	9.4	9.9	10.6	-5%
September	8.5	8.3	8.7	9.2	9.6	3%
October	8.0	7.4	6.5	7.8	6.9	8%
November	6.8	5.2	5.1	4.9	5.6	31%
December	6.4	4.5	4.9	4.8	4.5	43%
January	5.9	5.0	4.8	4.3	4.2	18%
February	4.4	4.4	4.5	3.9	3.9	2%
FYTD Total	58.6	54.3	53.2	54.8	55.2	8%

Stafford Treatment Plant Production - in Million Gallons - FY to Date

Month	FY13/14	FY12/13	FY11/12	FY10/11	FY09/10	14 vs 13 %
July	98	49	115	109	152	101%
August	83	83	126	108	150	0%
September	56	72	77	112	155	-22%
October	82	88	113	111	80	-7%
November	5	64	106	95	0	-93%
December	2	0	49	0	0	-
January	0	21	0	0	0	-
February	0	57	0	0	0	-
FYTD Total	326	433	586	536	537	-25%

Recycled Water Production - in Million Gallons - FY to Date

Month	FY13/14	FY12/13	FY11/12	FY10/11	FY09/10	14 vs 13 %
July	27.6	11.2	11.0	11.9	12.0	147%
August	26.2	10.5	12.2	11.2	12.9	150%
September	18.6	8.5	9.6	9.5	10.2	119%
October	15.8	0.0	0.0	2.6	2.6	-
November	6.5	0.0	0.0	0.0	0.0	-
December	1.6	0.0	0.0	0.0	0.0	-
January	5.0	0.0	0.0	0.0	0.0	-
February	2.3	0.0	0.0	0.0	0.0	-
FYTD Total	103.7	30.2	32.8	35.2	37.7	243%

2. Stafford Lake Data

	February Average	February 2013	February 2014
Rainfall this month	5.1 Inches	0.4 Inches	7.0 Inches
Rainfall this FY to date	20.9 Inches	17.4 Inches	9.1 Inches
Lake elevation*	191.6 Feet	196.0 Feet	186.3 Feet
Lake storage**	1034 MG	1393 MG	761 MG

* Spillway elevation is 196.0 feet

** Lake storage less 390 MG = quantity available for delivery

Temperature (in degrees)

	Minimum	Maximum	Average
February 2013 (Novato)	32	83	56
February 2014 (Novato)	34	87	59

3. Number of Services

February 28	Novato Water			Recycled Water			West Marin Water			Oceana Marin Swr		
	FY14	FY13	Incr %	FY14	FY13	Incr %	FY14	FY13	Incr %	FY14	FY13	Incr %
Total meters	20,732	20,752	-0.1%	47	19	147%	820	819	0.1%	-	-	-
Total meters active	20,486	20,494	0.0%	44	12	267%	776	776	0.0%	-	-	-
Active dwelling units	23,931	23,942	0.0%	0	0	-	813	811	0.2%	229	227	0.9%

4. Oceana Marin Monthly Status Report (January)

Description	February 2013	February 2014
Effluent Flow Volume (MG)	0.415	0.658
Irrigation Field Discharge (MG)	0.870	0
Treatment Pond Freeboard (ft)	4.5	3.3
Storage Pond Freeboard (ft)	4.7	4.1

5. Developer Projects Status Report (February)

Job No.	Project	% Complete	% This month
2763	City Administration Office	90	10
2772	35 Rowland Way	90	90

District Projects Status Report - Const Dept (February)

Job No.	Project	% Complete	% This month
7139	City Measure A, Group 5 PB Replacement	95	5
1723.14	Clay Ct. PB Replacement	80	80
7007.08	DCA Repair/Replacement	70	70

Employee Hours to Date, FY 13/14

As of Pay Period Ending February 28, 2014

Percent of Fiscal Year Passed = 67%

Developer Projects	Actual	Budget	% YTD Budget	District Projects	Actual	Budget	% YTD Budget
Construction	677	1,400	48	Construction	2,763	5,607	49
Engineering	581	1,480	39	Engineering	3,416	3,698	92

6. Safety/Liability

Industrial Injury with Lost Time				Liability Claims Paid		
Lost Days	OH Cost of Lost Days (\$)	No. of Emp. Involved	No. of Incidents	Incurred (FYTD)	Paid (FYTD) (\$)	
FY through February 14	60	24,960	1	0	1	557
FY through February 13	0	0	0	0	2	3,609

Days without a lost time accident through February 28, 2014= 263 days

7. Energy Cost

FYE		February			Fiscal Year-to-Date thru February		
		Kwh	¢/Kwh	Cost/Day	Kwh	¢/Kwh	Cost/Day
2014	Stafford TP	36,786	17.1¢	\$225	448,921	17.1¢	\$315
	Pumping	150,575	14.2¢	\$668	1,190,211	15.4¢	\$748
	Other*	37,771	16.9¢	\$199	356,120	19.8¢	\$287
		225,132	15.1¢	\$1,136	1,995,252	16.6¢	\$1,354
2013	Stafford TP	55,582	17.0¢	\$338	421,628	15.7¢	\$269
	Pumping	n/a	n/a	n/a	907,875	15.5¢	\$615
	Other*	49,777	14.8¢	\$217	290,287	20.4¢	\$262
		315,056	10.9¢	\$1,226	1,619,791	16.5¢	\$1,159
2012	Stafford TP	17,571	12.7¢	\$70	596,213	16.0¢	\$391
	Pumping	74,329	14.9¢	\$369	1,010,853	14.6¢	\$596
	Other*	34,391	17.0¢	\$202	313,010	19.1¢	\$234
		126,291	15.2¢	\$599	1,920,076	15.8¢	\$1,188

*Other includes West Marin Facilities

8. Water Conservation Update

	Month of February 2014	Fiscal Year to Date	Program Total to Date
High Efficiency Toilet (HET) Rebate (\$100 each)	43	221	2,845
Retrofit Certificates Filed	20	184	4,953
Cash for Grass Rebates Paid Out	9	29	551
Washing Machine Rebates	26	238	6,389
Water Smart Home Survey	58	269	1,686

9. Utility Performance Metric

SERVICE DISRUPTIONS	February No. of Customers Impacted
PLANNED	
Duration Between 0.5 and 4 hours	22
Duration Between 4 and 12 hours	
Duration Greater than 12 hours	
UNPLANNED	
Duration Between 0.5 and 4 hours	6
Duration Between 4 and 12 hours	
Duration Greater than 12 hours	

SERVICE LINES REPLACED	February
Polybutylene	19
Copper (Replaced or Repaired)	1

NORTH MARIN WATER DISTRICT

Summary of Complaints & Service Orders February 2014

3/10/2014

<u>Type</u>	<u>Feb-14</u>	<u>Feb-13</u>	<u>Action Taken February 2014</u>
<u>Consumers' System Problems</u>			
Service Line Leaks	0	0	~
Meter Leak Consumer's Side	13	15	Notified Consumer
House Plumbing	0	0	~
Noisy Plumbing	1	0	PRV failing. Consumer notified.
Seepage or Other	0	0	~
House Valve / Meter Off	8	5	Turned Back On
Nothing Found	5	7	Notified Consumer
Low Pressure	0	1	PSI @ 52. Debris in aerator.
High Pressure	0	0	PSI @ 80. PRV failing.
Water Waster Complaints	0	0	~
Total	27	28	
<u>Service Repair Reports</u>			
Register Replacements	0	0	~
Meter Replacement	3	3	Notified Customer
Meter Box Alignment	0	0	~
Meter Noise	0	0	~
Dual Service Noise	0	0	~
Box and Lids	0	0	~
Water Off/On Due To Repairs	4	2	Notified Customer
Misc. Field Investigation	0	0	~
Total	7	5	
<u>Leak NMWD Facilities</u>			
Main-Leak	0	0	~
Mains-Nothing Found	0	0	~
Mains-Damage	0	0	~
Service- Leak	2	8	Repaired
Services-Nothing Found	5	4	Notified Consumer
Service-Damaged	0	0	~
Fire Hydrant-Leak	2	3	Repaired
Fire Hydrants-Nothing Found	0	0	~
Fire Hydrants-Damaged	0	1	~
Meter Replacement	0	0	~
Meters-Leak	0	0	~
Meters-Nothing Found	0	0	~
Meters Damaged	0	0	~
Washer Leaks	4	4	Replaced
Total	13	20	
<u>High Bill Complaints</u>			
Consumer Leaks	9	5	Notified Consumer
Meter Testing	0	0	~
Meter Misread	4	2	Notified Consumer
Nothing Found	16	8	Notified Consumer
Projected Consumption	0	0	~
Excessive Irrigation	0	0	~
Total	29	15	

NORTH MARIN WATER DISTRICT

Summary of Complaints & Service Orders February 2014

3/10/2014

Type	Feb-14	Feb-13	Action Taken February 2014
<u>Low Bill Reports</u>			
Meter Misread	0	0	~
Stuck Meter	0	0	~
Nothing Found	0	1	~
Projected Consumption	0	0	~
Minimum Charge Only	0	0	~
Total	0	1	
<u>Water Quality Complaints</u>			
Taste and Odor	2	0	<p>Customer reported bad odor from water. (Pico Vista) Odor was not present during sampling. Customer was notified.</p> <p>Customer reported odor from water. (Andreas Ct) Chlorine levels were normal for NMWD supply. Customer was notified.</p>
Color	1	2	<p>Customer reported brown water. (Reichert Ave) Unknown reason for brown water. NMWD staff flushed lines. Problem resolved.</p>
Turbidity	0	0	~
Suspended Solids	1	0	<p>Customer reported white sediment clogging faucets. (Lauren Ave) Sediments found to be bits of plastic from a failed dip tube in the water heater. Customer was notified.</p>
Other	2	3	<p>Customer requested lead testing. (Margory Ct) Lead not detected. Customer was notified.</p> <p>Customer requested lead testing. (Yukon Way) Lead not detected. Customer was notified.</p>
Total	6	5	
TOTAL FOR MONTH:	82	74	11%

Fiscal YTD Summary

Consumer's System Problems	232	293	-21%	Decrease In Service Line Leaks
Service Repair Report	79	95	-17%	Decrease In Water On/Off for Repairs
Leak Complaints	185	182	2%	Increase In Nothing Found
High Bill Complaints	297	390	-24%	Decrease In Nothing Found
Low Bills	0	3	0%	~
Water Quality Complaints	52	29	79%	Increase In Taste & Odor
Total	845	992	-15%	

NORTH MARIN WATER DISTRICT

Summary of Complaints & Service Orders February 2014

3/10/2014

Type	Feb-14	Feb-13	Action Taken February 2014
<u>"In House" Generated and Completed Work Orders</u>			
<u>Check Meter:</u> possible consumer/District leak, high bill, flooded, need read, etc.	164	116	
<u>Change Meter:</u> leaks, hard to read	2	10	
<u>Possible Stuck Meter</u>	7	2	
<u>Repair Meter:</u> registers, shut offs	0	0	
<u>Replace Boxes/Lids</u>	4	1	
<u>Hydrant Leaks</u>	0	0	
<u>Trims</u>	16	8	
<u>Dig Outs</u>	105	81	
<u>Letters to Consumer:</u> meter obstruction, trims, bees, gate access, etc.	0	0	
<u>Misc:</u> locate meter, get meter number, cross connection follow ups, kill service, etc.	0	0	
	298	218	

Bill Adjustments Under Board Policy:

February 14 vs. February 13

Feb-14	27	\$12,783
Feb-13	29	\$11,630

Fiscal Year to Date vs. Prior FYTD

13/14 FYTD	258	\$86,303
12/13 FYTD	286	\$103,760

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MEMORANDUM

To: Board of Directors

March 14, 2014

From: David L. Bentley, Auditor-Controller

Subj: Auditor-Controller's Monthly Report of Investments for February 2014

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RECOMMENDED ACTION: Information

FINANCIAL IMPACT: None

At month end the District's Investment Portfolio had an amortized cost value (i.e., cash balance) of \$16,617,421 and a market value of \$16,626,495. During February the cash balance increased by \$304,851. Recycled Water SRF loan funds totaling \$440,206 were received during the month. The market value of securities held increased by \$1,552 during the month. The ratio of total cash to budgeted annual operating expense, excluding the \$5,740,489 unexpended balance of the Bank of Marin loan, stood at 83%, up 4% from the prior month. This compares to the District's target ratio of 90% of annual operating expense, or \$11.9 million.

At February 28, 2014, 69% of the District's Portfolio was invested in California's Local Agency Investment Fund (LAIF), 13% in Time Certificate of Deposits, and 12% in Corporate Medium Term Notes. The weighted average maturity for the portfolio was 128 days, compared to 137 days at the end of January. The LAIF interest rate for the month was 0.24%, the same as the previous month. The weighted average Portfolio rate was 0.33%, compared to 0.35% the previous month. Including interest paid by Black Point Partners on the StoneTree Golf Club Recycled Water Facilities Loan, the District earned \$9,039 in interest revenue during February, with 48% earned by Novato Water, 50% earned by Recycled Water (by virtue of the Black Point Partners loan) and the balance distributed to the other improvement districts.

State Controller John Chiang's February report on California's financial position stated:

"Driven by strong retail sales and personal income tax withholdings, February receipts poured in at nearly \$1 billion above projections. How we conserve and invest during the upswings of California's notorious boom-or-bust revenue cycles will determine how critical programs-such as public safety and education-will weather the next economic dip. With fiscal discipline and a focus on slashing debt, we can make California more recession-resistant and prosperity a more enduring hallmark of our state."

**NORTH MARIN WATER DISTRICT
AUDITOR-CONTROLLER'S MONTHLY REPORT OF INVESTMENTS
February 28, 2014**

Type	Description	S&P Rating	Purchase Date	Maturity Date	Cost Basis ¹	2/28/2014 Market Value	Yield ²	% of Portfolio
LAIF	State of CA Treasury	A	Various	Open	\$11,389,848	\$11,393,124	0.24% ³	69%
Time Certificate of Deposit								
TCD	Ally Bank	n/a	9/28/12	10/1/14	\$248,000	\$248,000	0.85%	1%
TCD	Goldman Sachs	n/a	12/5/12	12/5/14	248,000	248,000	0.75%	1%
TCD	GE Capital Retail Bank	n/a	10/11/13	4/13/15	248,000	248,000	0.80%	1%
TCD	Discover Bank	n/a	5/1/13	5/1/15	248,000	248,000	0.50%	1%
TCD	GE Capital Bank	n/a	6/10/13	6/8/15	248,000	248,000	0.50%	1%
TCD	American Express	n/a	8/1/13	8/3/15	248,000	248,000	0.70%	1%
TCD	Compass Bank	n/a	9/4/13	9/4/15	248,000	248,000	0.65%	1%
TCD	Sallie Mae Bank	n/a	10/23/13	10/23/15	248,000	248,000	0.80%	1%
TCD	BMW Bank	n/a	12/11/13	12/11/15	248,000	248,000	0.70%	1%
					\$2,232,000	\$2,232,000	0.59%	13%
Corporate Medium Term Note								
MTN	General Electric	AA+	1/29/13	10/9/15	\$1,002,387	\$1,006,238	0.70%	6%
MTN	Toyota Motor Credit	AA-	5/14/13	7/17/15	1,005,142	1,006,925	0.51%	6%
					\$2,007,528	\$2,013,163	0.60%	12%
Other								
Agency	Marin Co Treasury	AA+	Various	Open	\$474,186	\$474,186	0.22%	3%
Bond	Olema G.O. Bond	A+	5/31/91	1/1/15	3,933	4,097	5.00%	0%
Other	Various	n/a	Various	Open	509,925	509,925	0.00%	3%
					\$16,617,421	\$16,626,495	0.33%	100%

Weighted Avg. Maturity = 128 Days

LAIF: State of California Local Agency Investment Fund.

MTN: Medium Term Note - Maturity of 5 years or less.

TCD: Time Certificate of Deposit

Agency: West Marin General Obligation Bond Fund tax receipts & STP State Revolving Fund Loan Reserve.

Bond: Annual \$4,113 payment is paid by tax levy on Olema residents.

Other: Comprised of 4 accounts used for operating purposes. US Bank Operating Account, US Bank STP SRF Loan Account, Bank of Marin AEEP Checking Account & NMWD Petty Cash Fund.

¹ Original cost less repayment of principal and amortization of premium or discount.

² Yield defined to be annualized interest earnings to maturity as a percentage of invested funds.

³ Earnings are calculated daily - this represents the average yield for the month ending February 28, 2014.

Interest Bearing Loans	Loan Date	Maturity Date	Original Loan Amount	Principal Outstanding	Interest Rate
Black Point Partners-BPGL	6/30/06	2/28/24	\$3,612,640	\$2,203,500	2.40%
Employee Housing Loans (7)	Various	Various	1,249,200	1,249,200	Contingent
Employee Computer Loans (2)	Various	Various	4,464	1,158	1.52% (avg)
			\$4,866,304	\$3,453,858	

The District has the ability to meet the next six months of cash flow requirements.

6

MEMORANDUM

To: Board of Directors

March 14, 2014

From: Drew McIntyre, Chief Engineer

Subject: Water Service Agreement – Mt. Burdell Place, 1112 4th Street, Novato
APN 141-241-29

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RECOMMENDED ACTION: The Board approve authorization of this agreement.**FINANCIAL IMPACT:** \$405,615 (Developer funded)

The Mount Burdell Place project subdivides an existing 0.69-acre parcel into 10 lots for single-family homes. The project is located at 1112 4th Street between Vallejo Avenue and Olive Avenue (see attached map). This agreement will provide water service to ten new residences and an irrigation service. The existing single-family residence has been removed from the parcel and the existing cistern has been demolished.

In April 2007, Geiger Construction submitted an application for water service for 10 single family homes on this parcel. The project, 1124 4th Street Subdivision, District job number 1.2701, was authorized by the Board and an agreement was executed in August 2007. However, no financial arrangements were made by the developer and in November 2008 the agreement expired and the job was closed.

This is a Habitat for Humanity project. Since this is an affordable housing project, payment of initial charges are eligible to be deferred pursuant to Regulation 1.c. (5).

New Zone 1 water facilities required include 320 feet of 6-inch PVC main, 120 feet of 1-inch copper, one residential fire hydrant, and eleven 1-inch meters. All lots will receive normal pressure Zone 1 water service. Total water demand is eleven equivalent dwelling units.

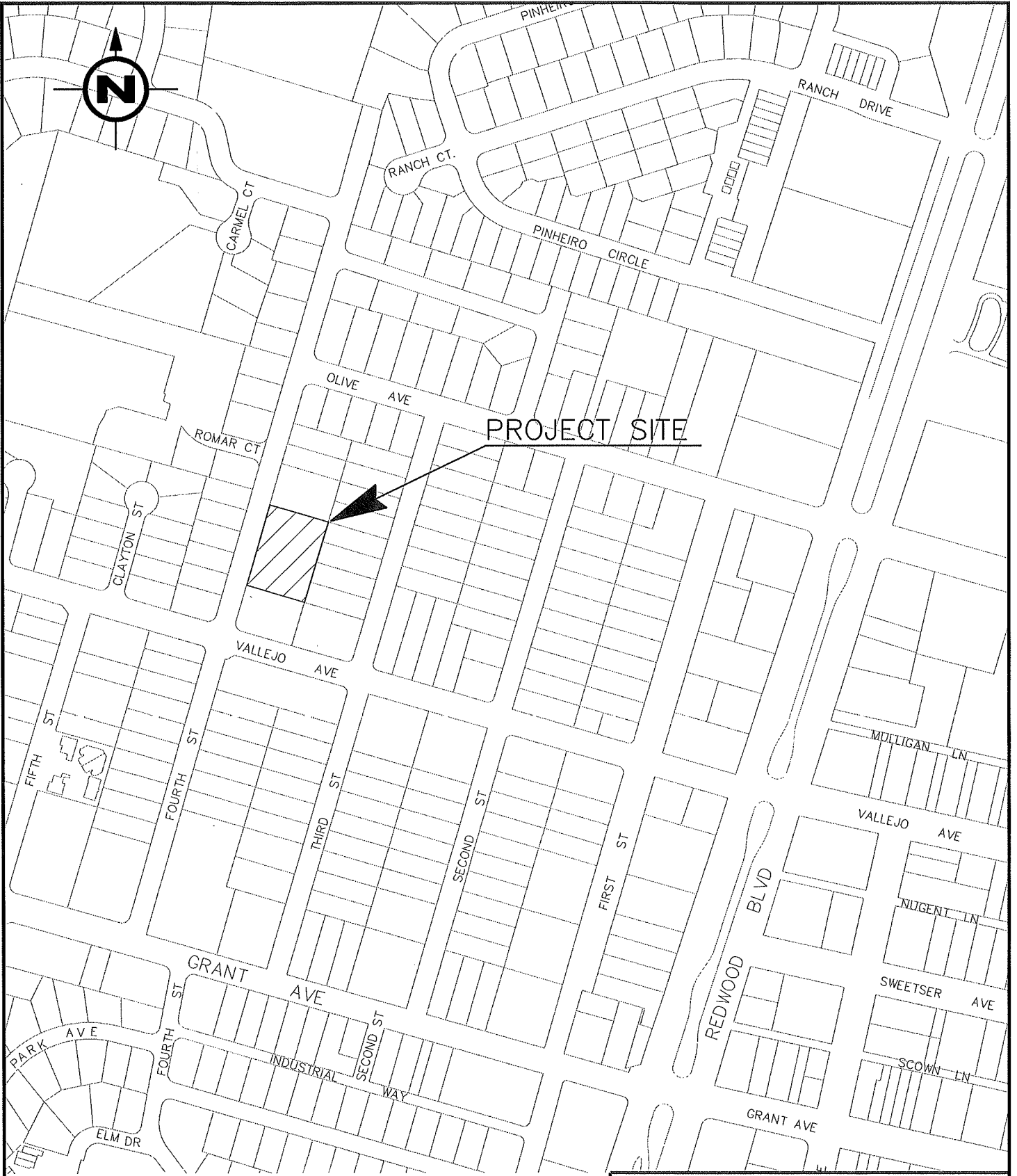
Sewer service will be provided by the Novato Sanitary District. The Tentative Map for this project was approved by the City of Novato on April 23, 2007.

Environmental Document Review

On April 23, 2007, the City of Novato approved a Negative Declaration for the Mount Burdell Place (4th Street Subdivision) project.

RECOMMENDATION:

That the Board approve authorization of this agreement.



MT. BURDELL PLACE
APN: 141-241-99

DATE	SCALE	JOB.NO.	DWG.NO.
12/26/13	NTS	2774	MAP

RESOLUTION NO. 14-
AUTHORIZATION OF EXECUTION
OF
WATER SERVICE FACILITIES CONSTRUCTION AGREEMENT
WITH
HABITAT FOR HUMANITY GREATER SAN FRANCISCO INC.

BE IT RESOLVED by the Board of Directors of NORTH MARIN WATER DISTRICT that the President and Secretary of this District be and they hereby are authorized and directed for and on behalf of this District to execute that certain water service facilities construction agreement between this District and Habitat for Humanity Greater San Francisco Inc., a California Corporation 501(c)(3), providing for the installation of water distribution facilities to provide domestic water service to that certain real property known as 1112 4th STREET, Marin County Assessor's Parcel Number 141-241-29, NOVATO, CALIFORNIA.

* * *

I hereby certify that the foregoing is a true and complete copy of a resolution duly and regularly adopted by the Board of Directors of NORTH MARIN WATER DISTRICT at a regular meeting of said Board held on the 18th day of March, 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

(SEAL)

Katie Young, Secretary
North Marin Water District

PART ONE
WATER SERVICE FACILITIES CONSTRUCTION AGREEMENT
FOR
MT. BURDELL PLACE

THIS AGREEMENT, which consists of this Part One and Part Two, Standard Provisions, attached hereto and a part hereof, is made and entered into as of _____, 2014, by and between NORTH MARIN WATER DISTRICT, herein called "District," and HABITAT FOR HUMANITY GREATER SAN FRANCISCO INC., A California Corporation 501(c)(3), herein called "Applicant."

WHEREAS, the Applicant, pursuant to District Regulation 1, the State of California Subdivision Map Act and all applicable ordinances of the City of Novato and/or the County of Marin, has pending before the City or County a conditionally approved Tentative Subdivision Map, Precise Development Plan, Tentative Parcel Map or other land use application for the real property in the District commonly known as Marin County Assessor's Parcel Number 141-241-29 and the project known as MT. BURDELL PLACE, consisting of ten (10) lots for residential development; and

WHEREAS, prior to final approval by the City or County of a Subdivision Map, Precise Development Plan, Parcel Map or other land use application and recording of a final map for the project, the Applicant shall enter into an agreement with the District and complete financial arrangements for water service to each lot, unit or parcel of the project;

WHEREAS, the Applicant is the owner of real property in the District commonly known as 1112 4th Street, Novato (Marin County Assessor's Parcel 141-241-29): and

NOW THEREFORE, the parties hereto agree as follows:

1. The Applicant hereby applies to the District for water service to said real property and project and shall comply with and be bound by all terms and conditions of this agreement, the District's regulations, standards and specifications and shall construct or cause to be constructed the water facilities required by the District to provide water service to the real property and project. Upon acceptance of the completed water facilities, the District shall provide water service to said real property and project in accordance with its regulations from time to time in effect.

2. Prior to the District issuing written certification to the City, County or State that financial arrangements have been made for construction of the required water facilities, the Applicant shall complete such arrangements with the District in accordance with Section 6 of this agreement.

3. Prior to release or delivery of any materials by the District or scheduling of either construction inspection or installation of the facilities by the District, the Applicant shall:

a. deliver to the District vellum or mylar prints of any revised utility plans approved by the City or County to enable the District to determine if any revisions to the final water facilities construction drawings are required. The proposed facilities to be installed are shown on Drawing No. 1 2774.001, entitled, "MT. BURDELL PLACE", a copy of which is attached, marked Exhibit "A", and made a part hereof. (For purposes of recording, Exhibit "A" is not attached but is on file in the office of the District.)

b. grant or cause to be granted to the District without cost and in form satisfactory to the District all easements and rights of way shown on Exhibit "A" or otherwise required by the District for the facilities.

c. deliver to the District a written construction schedule to provide for timely withdrawal of guaranteed funds for ordering of materials to be furnished by the District and scheduling of either construction inspection or construction pursuant to Section 6 hereof.

4. Except for fire service, new water service shall be limited to the number and size of services for which Initial Charges are paid pursuant to this agreement. Initial Charges for new services, estimated District costs and estimated applicant installation costs are as follows:

Initial Charges

Meter Charges (Domestic) (Included in Estimated District Costs) ...	.....Ten 1-inch @	\$ 0.00	\$ 0.00
Meter Charges (Irrigation) (Included in Estimated District Costs) ...	.....One 1-inch @	\$ 0.00	\$ 0.00
Reimbursement Fund Charges (Domestic) .....	.....Ten 5/8-inch@	\$ 420.00	\$ 4,200.00
Reimbursement Fund Charges (Irrigation) .....	.....One 1-inch @	\$ 420.00	\$ 420.00
Facilities Reserve Charges (10 EDUs Domestic, 1 EDU Irrig.)..	.....Eleven @	\$28,600.00	\$ 314,600.00
Subtotal - Initial Charges.....			\$ 319,220.00

Estimated District Costs

Pipe, Fittings & Appurtenances.....	\$ 14,851.00
District Construction Labor.....	\$ 23,289.00
Engineering & Inspection.....	\$ 5,721.00
Bulk Materials.....	\$ 6,065.00
Subtotal –Estimated District Costs.....	\$ 49,926.00

Estimated Applicant Installation Costs

Installation Labor.....	\$ 30,153.00
Contractor Furnished – Pipe Fittings & Appurtenances.....	\$ 2,227.00
Bulk Materials.....	\$ 4,089.00
Subtotal- Estimated Applicant Installation Costs.....	\$ 36,469.00

TOTAL ESTIMATED WATER FACILITIES COSTS..... \$405,615.00

(Bulk materials are such items as crushed rock, imported backfill, concrete, reinforcing steel, paving materials, and the like, which are to be furnished by the contractor performing the work.)

5. In addition to the Initial Charges, Estimated District costs and Contributions, and Estimated Applicant Installation costs set forth in Section 4 above, the Applicant shall furnish at no cost to the District all PVC pipe (4-inch diameter and larger), valves and water line fittings shown on Exhibit "A" or otherwise required by the District. The quantities, type and quality of said materials shall be approved by the District prior to purchase by the Applicant and shall conform to District standards as stated and shown on Specifications (15100 Valves, 15056 Pipeline Fittings, 15064 Polyvinyl Chloride (PVC) Pressure Pipe) marked as Exhibit "B" attached hereto and made a part hereof and as otherwise may be required. (For purposes of recording, Exhibit "B" is not attached but is on file in the office of the District.) The cost of said materials is estimated to be **\$2,227**. The District reserves the right to reject and prohibit installation of all nonconforming materials furnished by the Applicant.

6. Financial Arrangements to be made by the Applicant shall consist of the following:

Initial Charges and Estimated District Costs

The Applicant shall either pay to the District or provide a two (2) year irrevocable letter of credit in form satisfactory to the District and payable at sight at a financial institution in the Novato area the sum of Initial Charges and Estimated District Costs as set forth in Section 4 hereof in the amount of **\$ 369,146**. If the Applicant provides the two (2) year irrevocable letter of credit, the District shall immediately draw down Initial Charges and shall draw upon the remaining funds guaranteed by the letter at any time the District deems appropriate to recover the Estimated District Costs which normally will be at least thirty (30) days prior to the anticipated start of construction for the ordering of materials to be furnished by the District. Pursuant to District Regulation 1(c)(5), this is an affordable housing project and the aforementioned requirements may be modified to allow deferred payment of Initial Charges in the amount of **\$319,220** for a period of up to two (2) years from the date of this agreement or until the date of issuance of a Certificate of Occupancy by the City or County, whichever occurs first. If this option is exercised, the Applicant shall notify the District in writing and modify payment in accordance with this paragraph and concurrently increase the amount of the financial guarantees specified below by this amount. No water service meters will be installed to any of the lots until full payment of this amount plus applicable interest is received.

Estimated Installation Costs

Alternate No. 1 – Installation By Applicant: If the Applicant elects to install the facilities or hire a private contractor to install the facilities, the Applicant shall provide financial guarantees satisfactory to the District in the form of a performance bond in the amount of **\$ 36,469** conditioned upon installation of the facilities and furnishing of bulk materials and a maintenance bond in the amount of **\$ 9,117** conditioned upon payment of the cost of maintaining, repairing, or replacing the facilities during the period of one (1) year following completion of all the facilities and acceptance by the District. Performance and maintenance bonds shall be executed by a California admitted surety insurer with a minimum A.M. Best rating of A-VII. In lieu of posting bonds, the Applicant may provide an irrevocable letter or letters of credit payable at sight at a financial institution in the Novato area guaranteeing funds in the same amounts. All financial guarantees shall be provided by the Applicant rather than the contractor. The Applicant or contractor, whichever performs the work, shall be properly licensed therefore by the State of California and shall not be objectionable to the District.

Alternate No. 2 – Installation By District: If the Applicant requests the District to install the facilities and the District consents to do so, the Applicant shall either pay to the District the total Estimated Installation Costs set forth in Section 4 hereof in the amount of **\$ 36,469** or shall include such amount in the irrevocable letter of credit provided for the Initial Charges and Estimated District Costs set forth first above. The District shall draw upon installation funds guaranteed by the letter at any time the District deems appropriate which normally will be at least thirty (30) days prior to the anticipated start of construction.

Whenever an irrevocable letter of credit is required by this agreement, the Applicant may substitute a certificate of deposit at a financial institution in the Novato area provided the certificate may be cashed at sight by the District at any time.

7. The applicant shall not resell any water furnished pursuant to this agreement. If multiple services from a single connection to the District's system through a master meter are allowed pursuant to District Regulation 4(b) the Applicant shall not submeter the individual services. The District's bills for water measured by a master meter shall be paid by the Applicant or a responsible homeowner's association. If a rental unit served through a master meter is converted into a separately owned unit the District may require the installation of a separate connecting main and meter for water service to the unit at the cost of the owner of the unit.

8. Water service through the facilities to be installed pursuant to this agreement will not be furnished to any building unless the building is connected to a public sewer system or to a waste water disposal system approved by all governmental agencies having regulatory jurisdiction. This restriction shall not apply to temporary water service during construction.

9. New construction in the District's Novato service area is required to be equipped with high efficiency water conserving equipment and landscaping specified in Regulation 15 sections e. and f. Applicant shall install front loading, horizontal axis washing machines with a modified water factor of 5.5 or less. Dishwashers shall be energy star rated and use no more than 5 gallons per load. Toilets shall be District approved High Efficiency Toilets that meet the EPA water sense specification. Applicant shall install District approved weather-based irrigation controllers, drip irrigation on non-turf areas, and is subject to turf limitations. Refer to the aforementioned water conservation regulation for a complete listing of all requirements.

10. The District has determined that recycled water may be supplied for irrigation in the future and requires that the Applicant's irrigation system be designed to use recycled water per District regulations and specifications. Provisions shall be made, as directed by the District, to allow for connection of Applicant's irrigation system to the recycled distribution main when it becomes available. In the interim, potable water shall be supplied through a potable irrigation water meter with a reduced pressure principle backflow device. When recycled water becomes available, the irrigation system will be connected to the recycled water distribution main per District requirements at the time the connection is made.

11. All estimated costs set forth in this agreement shall be subject to periodic review and revision at the District's discretion. In the event the Applicant has not completed financial arrangements with the District in accordance with Section 6 hereof prior to expiration of six (6) months from the date of this agreement, all Initial Charges and estimated costs set forth in Section 4 hereof shall be revised to reflect then current District charges and estimates. In the event the Applicant has not secured final land use approval for the project from the City of Novato or County of Marin, recorded a final map and diligently commenced construction of improvements required by those agencies and the District prior to expiration of one (1) year from the date of this agreement, the District may, at its option, either retract financial certifications issued to City, County and State agencies and terminate this agreement or require amendment of this agreement and review of all Initial Charges and estimated costs contained herein. The Applicant shall pay any balance due upon demand or furnish a guarantee of such payment satisfactory to the District.

12. All extensions of time granted by the City of Novato or the County of Marin for the Applicant to comply with conditions of land use approval or to construct improvements pursuant to a subdivision improvement agreement shall require concurrent extensions of this agreement and shall be cause for review and revision of all Initial Charges and estimated costs set forth in Section 4 hereof. The Applicant shall apply to the District for extension of this agreement prior to approval of the Applicant's requests for such extensions by either the City of Novato or the County of Marin.

13. This agreement shall bind and benefit the successors and assigns of the parties hereto; however, this agreement shall not be assigned by the Applicant without the prior written consent of the District. Assignment shall be made only by a separate document prepared by the District at the Applicant's written request.

NORTH MARIN WATER DISTRICT
"District"

ATTEST:

Dennis Rodoni, President

Katie Young, Secretary

(SEAL)

HABITAT FOR HUMANITY GREATER SAN FRANCISCO INC.
A California Corporation 501(c)(3)
"Applicant"

(SEAL)

Phillip Anthony Kilbridge, Executive Director

NOTES: *If the Applicant executing this agreement is a corporation, a certified copy of the bylaws or resolutions of the Board of Directors of said corporation authorizing designated officers to execute this agreement shall be provided.*

This agreement must be executed by the Applicant and delivered to the District within thirty (30) days after it is authorized by the District's Board of Directors. If this agreement is not signed and returned within thirty days, it shall automatically be withdrawn and void. If thereafter a new agreement is requested, it shall incorporate the Initial Charges (connection fees) and cost estimates then in effect.

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

7

MEMORANDUM

To: Board of Directors
 From: Robert Clark, Operations / Maintenance Superintendent
 Subject: April 2014 Vehicle / Equipment Auction
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March 14, 2014

RECOMMENDED ACTION: Approve Disposal of Surplus Equipment

FINANCIAL IMPACT: \$11,500 income (estimated)

In the FY 13/14 budget, staff identified a 1994 Chevrolet C1500 pickup not on the list for auction. During the year, staff has identified other vehicles and miscellaneous equipment that are no longer in use and may still have value at auction. We can expect to recover at least some of our expenses at auction.

Staff recommends the disposal of the vehicles and equipment shown below, all of which are old and worn, may run and work to a certain extent, but maintenance and repair costs are not practical when compared to replacements.

Staff has researched the current value for the surplus equipment listed below and plans to sell them through 1st Capitol Auction, a bonded resale agent located in Vallejo. This will be the fifth year we have sold equipment through this vendor.

The following equipment is proposed to be sold at auction:

Equip. No.	Description	Mileage	Est. Auction Value
#29	1993 Ford F250 4X4, Needs Trans and Steering work	150,111	\$1,000
#30	1994 Chevrolet C1500 PU, does not drive	135,600	\$500
#42	2001 Dodge Dakota, Runs and drives	123,206	\$1,500
#55	1999 International 4300, Needs Engine rebuild, does not drive	67,588	\$2,000
#76	2003 Vac Tec Vacuum Excavator, Runs and works	8050 hrs.	\$3,000
#64	1989 Case 360 Trencher VIN# JAF00223371 Runs and works	245 hrs.	\$1,000
#60	1973 John Deere 350B Dozer VIN# 191797 Runs and works	614 hrs.	\$1,000
#902C	1997 Hyster S-25 XL Forklift, Runs and works	----	\$1,000
	2005 Quincy QT-15 Duplex compressor, Pumps need overhaul	8,200 hrs.	\$500

Recommendation

Authorize staff to send equipment to auction with 1st Capitol Auction for disposal of the surplus equipment.

Approved by GM LD

Date 3/14/2014

8

MEMORANDUM

To: Board of Directors

March 14, 2014

From: Chris DeGabriele, General Manager *CD*Subject: Board Planning Workshop Summary
t:\gm\bd misc 2014\planning workshop summary memo approve.doc**RECOMMENDED ACTION:** Adopt the Board of Directors Planning Workshop Summary
from January 14, 2014**FINANCIAL IMPACT:** None

Attached is the Draft Summary from the January 14, 2014 Planning Workshop. The Draft Summary remains unchanged from that included in your agenda at the March 4th meeting. No comments on the summary were received from the Board. Staff is requesting that the Board approve the Summary. It will then be used as a reference throughout the next two years.

RECOMMENDATION:

Board approve the Board of Directors Planning Workshop Summary dated January 14, 2014.

Approved by GM *CD*
Date *3/14/2014*



DRAFT
NORTH MARIN WATER DISTRICT
Board of Directors Planning Workshop
Summary
January 14, 2014

Key Issues

a. Water Supply

- Reviewed water demand comparison chart showing total water demand has been reduced from the 2005 UWMP to the 2010 UWMP due to population/employment projections going down and conservation requirements of SBx7-7.
- 2013 actual water demands are 3327 AF below that projected in 2035 per the 2010 UWMP. Additional conservation (746 AF), recycled water (425 AF), and SCWA supply (3473 AF) will occur to meet future demand.
- SBx7-7 target for NMWD is 143 GPCD. 2013 actual is 141 GPCD.
- SCWA and all contractors are working to define the new Water Project(s). to SCWA has developed long-range financial planning for a worst-case scenario to prevent future “rate shock” (build up capital funds for a Dry Creek pipeline if necessary).

ACTION:

- **Continue to work with contractors and SCWA in developing new water project**
- **Update UWMP in 2015 (schedule likely to be extended to 6/30/2016) and review status at that time.**

b. Cooperating Agencies

i. SCWA

- Board has several opportunities to interface with SCWA Board members (TAC, WAC, NBWA, NBWRA, PPFC). Maintaining relationships is important. TAC and WAC leadership provides excellent opportunity to continue close working relationships. Support of Washington D.C. outreach should continue.
- Securing USACOE funding of B.O. obligations is a big deal.
- There is opportunity to develop an alternate to the STSP by working with Petaluma and MMWD.

ii. MMWD

- Interconnection Agreement concluded.
- MMWD paying to back feed Stafford Lake this spring.
- GM's have great relationship. Staff's have good working relationship.

iii. NSD

- Continue cooperation on recycled water, assisting with laboratory services.
- NSD BOD wants assurance NMWD will continue to support NBWRA.
- RW Subcommittee should continue to meet periodically.

iv. LGVSD

- Continue cooperation on RW and NBWRA.
- v. City of Novato
- DLB active in Chamber of Commerce Government Affairs Committee and City Measure F Oversight/Citizens Finance Committee.
 - NMWD has supported City ADU fee reduction request.
- vi. County of Marin
- Good working relationship with County Supervisors and staff.
 - Novato watershed program offers opportunity for continuing cooperation.

ACTION:

- **Continue to participate and be involved with SCWA. If another trip to DC occurs, it would be great for Board member to attend.**
- **Inform Marin LAFCO of joint meetings with NSD and with MMWD should they occur.**

c. **Facilities & Financing**

1) Novato Water

- Reviewed District financial plan dashboard.
- Assumptions modified to reflect flat water sales, \$2.5M/yr for CIP “Pay-Go” projects, reduce FRC revenue in future and reduce STP production this year and next year due to drought.
- Forecast shows good news! Rate increase and cost control resulted in Novato cash balance on solid footing.

2) Recycled water

- Reviewed recycled water system financial plan update.
- Many assumptions included.
- Plan looks promising at this time with a positive cash balance projected by FY 2013/14 consistent with prior plan.

3) West Marin Water

- Significant projects: Gallagher Pipeline to be Grant Funded and completed in FY15, Solids Handling Facility continues to be delayed due to Local Coastal Program requirements.
- Anticipate purchase of 250AF from MMWD in 2014 to address salinity intrusion due drought related low-flows in Lagunitas Creek.
- Debt to Novato repaid with use of the Bank of Marin loan.

4) Oceana Marin Sewer

- Revenue and expenses stable.
- Major projects added are parallel force main and pond lining.

ACTION:

- **Earlier workshop is better to look at dashboard when rate adjustment needed.**
- **Eliminate prospective new development connection fee revenue from forecasted and look at it only when added to cash balance.**
- **Add line showing # of RW customer by owner, not meters.**
- **Contact Huffman's office re PRS USCG Housing closure and acquisition of additional property.**

c.ii. CalPERS Side Fund

- Reviewed options presented by DLB

ACTION:

- **Continue to monitor and bring back to the BOD should attractive financing or cash on hand be available to pay down the liability.**

c.iii. Admin HQ Relocation

- Updated City of Novato interest on relocating NMWD and GGBHTD bus facility to accommodate N Redwood Blvd development, including Friedman Brothers.
- Staff desires that City make a decision re needed relocation within 2 years.

d. Employees

i. Employee Succession Planning/Staffing Update

- Reviewed charts of FTE history.
- GM believes we're too lean in field staff and should bolster that group.
- Engineering staff likely needs interim augmentation to preserve continuity.

ii. Employee Assisted Housing Program

- Success 53% of staff reside in service area.
- Invested, \$1.25M in loans, \$625K home in PRS and \$572K home in Novato (Gustafson Ct.).
- Employees renting Gustafson property interested in acquisition.

ACTION:

- **Consider options for employee acquisition of Gustafson Ct. property.**

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MEMORANDUM

To: Board of Directors
From: David L. Bentley, Auditor-Controller
Subj: Drought Surcharge

March 14, 2014

RECOMMENDED ACTION: Approve Consideration of Drought Surcharge in Rate Hearings

FINANCIAL IMPACT: Mitigation of Drought Induced Revenue Shortfall & Water Cost Increase

During the two previous meetings the Board has considered adding a Drought Surcharge to the District's arsenal of water conservation tools utilized to address a water shortage contingency. Staff recommends that the Board authorize consideration of incorporating a Drought Surcharge into the Novato and West Marin Water Shortage Contingency Plans at the upcoming rate hearings, scheduled for May 20 in Novato and June 24 in Point Reyes Station.

Legal counsel has reviewed this proposal and opined that "this is a good approach" subject to the caveat that "it is imperative to create a good record, detailing the what, how and why of what is being adopted." To that end, this memorandum contains a series of lengthy footnotes detailing the methodology used to develop the Drought Surcharge rates and structure recommended.

The proposed Drought Surcharges would be temporary and would be implemented concurrent with mandatory water use restrictions, and terminated when mandatory use restrictions end. A Drought Surcharge for both the Novato and West Marin service areas is proposed to be adopted in 2014 to avoid delay (the minimum 45-day notice required by law) in the event of a future drought. Adding a 45-day delay to the existing 2-month billing cycle could defer the intended conservation signal beyond the summer peak demand period.

The residential component of the proposed Drought Surcharge includes a provision to protect customers who already do a good job of conserving water. For residential customers the proposed Drought Surcharge would apply only to use above 300 gallons per day for Novato, and 150 gallons per day for West Marin (whose median water use is half that of Novato). Thus, as is shown in the tables below, customers in the lower 25th percentile in both service areas would effectively be exempt from the proposed Drought Surcharge.

The proposed Drought Surcharge rates would be codified in the District's Water Rate Regulation 54, and reviewed annually. The Water Shortage Contingency Plans would then reference Regulation 54, rather than incorporating the rates into the Plan itself.

Novato

The proposal is to enact a \$1.00 per 1,000 gallon Drought Surcharge to recover the revenue shortfall and the additional wholesale water cost levied by the Sonoma County Water Agency when a mandatory reduction in water use is required. The proposed Drought Surcharge would exempt the first 300 gallons per day for residential customers.

Proposed Rate for Each 1,000 Gallons: ¹	
Residential Accounts: Use in excess of 300 ² gallons per day per dwelling unit.....	\$1.00 ³
Commercial, Institutional and Irrigation Accounts: All Use	\$1.00 ³

Annual Impact to Single-Family Residential Customers

Water Use Reduction	Consumption Percentile (2013 Use)		
	25th (72,600 gal)	50th (110,700 gal)	75th (157,000 gal)
0%	\$0	\$16	\$57
10%	\$0	\$7	\$42
20%	\$0	\$0	\$27

As shown in the table above, the median customer (50th percentile, who used 110,700 gallons in 2013) would see a \$16 annual water cost increase with the proposed Drought Surcharge, assuming no change in consumption. The charge drops to \$7 if the median customer reduces consumption by 10%, and to zero if consumption is reduced by 20%.

West Marin Water

Proposed Rate for Each 1,000 Gallons:	
Residential Accounts: Use in excess of 150 ⁴ gallons per day per dwelling unit.....	\$2.50 ⁵
Commercial, Institutional and Irrigation Accounts: All Use	\$2.50 ⁶

Annual Impact on Single-Family Residential Customers

Water Use Reduction	Consumption Percentile (2013 Use)		
	25th (30,700 gal)	50th (56,800 gal)	75th (95,000 gal)
0%	\$0	\$37	\$101
10%	\$0	\$24	\$77
20%	\$0	\$13	\$53

In the table above, note that the median customer (50th percentile, who used 56,800 gallons in 2013) would see a \$37 annual water cost increase with the proposed Drought Surcharge, assuming no change in consumption. The charge drops to \$24 if the median customer reduces consumption by 10%, and to \$13 if consumption is reduced by 20%.

While the dollar charge to the median West Marin customer is higher than the Novato median customer, West Marin's \$125,000 drought induced cost as a percentage of annual water revenue exceeds 15%, while Novato's \$1.1 million drought induced cost is less than 7% of annual water revenue. Thus the need for a more vigorous response in West Marin.

RECOMMENDATION

Authorize staff to incorporate a Drought Surcharge structured as detailed herein into the rate increase notice to be mailed to customers, and to consider adoption of said Surcharge at the upcoming rate hearings in Novato and West Marin.

¹ Proposed Drought Surcharge would not be applicable to recycled water.

² The 300 gpd threshold is based upon the Water Conservation Act of 2009, which requires a 20% reduction in urban per capita water use in California by December 31, 2020, which for Novato calculates to 143 gallons per day per capita. The 2010 Federal Census reports Novato's average population per housing unit is 2.56, rendering 366 gallons per day (143 X 2.56) for the typical residential dwelling. The tier is set at 300 gpd to reflect the severe need for conservation in a period of mandatory water use restrictions.

³ The net revenue shortfall combined with the Sonoma County Water Agency (SCWA) liquidated damages charge is projected at \$1.1 million. The net revenue shortfall assumes water sales of 2.475 BG, a 0.225 BG shortfall from the 2.70 BG budgeted potable sales volume. The net revenue shortfall is the product of the net water rate of \$2.61/1,000 gallons (comprised of the difference between the FY15 weighted average retail rate of \$4.89/1,000 gallons and the FY15 wholesale rate of \$2.28/1,000 gallons) and the volume shortfall (\$2.61 X 0.225 BG = \$587,000). The liquidated damages charge, assessed by the SCWA pursuant to the water shortage and apportionment provisions of the Restructured Agreement for Water Supply, is projected at \$517,000. Under said provisions, all water purchased in excess of the District's average annual volume, which is 22% of the volume purchased, is subject to a surcharge of 50% of the SCWA charge for Operation and Maintenance, which for FY15 is \$0.95/1,000 gallons. Assuming water sales of 2.475 BG, the liquidated damages charge would be \$517,000 (2.475 BG X 22% X \$0.95/1,000 gallons). The net revenue shortfall of \$587,000 combined with the liquidated damages charge of \$517,000 yields a total drought induced cost of \$1,104,000. The proposed \$1.00/1,000 gallon charge, with annual sales of 2.475 BG, is calculated to generate \$1,148,000, or in round numbers, \$1.1 million. See file: T:\AC\EXCEL\wtr use\SF Res 2013 Use by Billing Period.xlsx

⁴ The 150 gpd threshold is half of the Novato threshold, as the median single-family residential consumption in the West Marin Service Area is half the consumption in Novato.

⁵ The revenue shortfall combined with the cost of purchased water from Marin Municipal Water District (MMWD) is projected at \$125,000. The \$77,000 revenue shortfall assumes water sales of 66 MG, a 9 MG shortfall from the 75 MG budgeted sales volume, and is the product of the FY15 weighted average water rate of \$8.57/1,000 gallons and the volume shortfall (\$8.57 X 9 MG = \$77,000). In addition, North Marin will incur \$47,500 in purchased water cost from MMWD under the Interconnection Agreement between North Marin Water District and MMWD triggered by dry year conditions, which stipulates that MMWD shall release to Nicasio Creek or Lagunitas Creek, for the benefit of North Marin's customers in West Marin, up to 250 acre-feet per year. The agreement stipulates that North Marin is to pay MMWD \$190 per acre-foot for said water (250 acre-feet X \$190/AF = \$47,500). The revenue shortfall of \$77,000 combined with the purchased water cost of \$47,500 yields a total drought induced cost of \$124,500. The proposed \$2.50/1,000 gallon charge, with annual sales of 66 MG, is calculated to generate \$104,000. See file: T:\AC\EXCEL\wtr use\WM SF Res 2013 Use by Billing Period.xlsx

10

MEMORANDUM

To: Board of Directors

Date: March 14, 2014

From: Drew McIntyre, Chief Engineer



Subject: Aqueduct Energy Efficiency Reaches A-D / CalTrans Marin Sonoma Narrows B3 – Construction Management Services

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RECOMMENDED ACTION: Board authorize General Manager to execute an agreement between Vali Cooper & Associates and the District for Construction Management services

FINANCIAL IMPACT: \$1,298,095 plus a \$100,000 contingency (~68% funded by Caltrans)

Background

At the February 18, 2014 Board meeting, staff received authorization from the Board to issue a request for Construction Management proposals (RFP) for the Aqueduct Energy Efficiency (AEE) Reaches A-D / CalTrans Marin Sonoma Narrows (MSN) B3 project. The RFP was sent to 26 bay area firms. Four firms submitted proposals to the District for this project: Vali Cooper & Associates (Vali Cooper) (Emeryville), Harris and Associates (Concord), The Covello Group (Walnut Creek) and Alta Engineering (San Francisco).

Selection Process

Proposals were received by the District on January 31, 2014. After review of the proposals, three firms (Vali Cooper, Harris and The Covello Group) were invited for oral interviews on Tuesday, February 25, 2014 at the District office. A selection committee including myself, Carmela Chandrasekera and Chris DeGabriele participated in the interviews. The qualifications of each firm were ranked separately by each panel member against the following selection criteria.

- Firm's qualifications and experience
- Firm's understanding of the project's needs
- Project team organization
- Project approach, and
- Relative experience of proposed Construction Manager and Inspector.

The greatest weight (i.e., 60 out of 100 points) was given to the project team organization and experience. Upon completion of the interviews and ranking, Vali Cooper was ranked highest. The primary overriding factor was the direct related large pipeline construction experience of the proposed team. Overall, Vali Cooper's Construction Manager and Inspector's large diameter water pipeline experience was more extensive and relevant to this project than that of the other firms.

Staff has been negotiating the scope of work and fee with Vali Cooper over the last couple of weeks. The attached contract (Attachment A) includes the final scope of work and fee schedule.

The scope and fee includes environmental compliance inspection by CH2M-Hill and quality assurance materials testing and welding inspection by Vali Cooper's subconsultant, Miller Pacific Engineering. The Construction Management services fee is 10.6% of the total construction cost bid of \$12.3 million.

Project billing is structured on a time and expense (T&E) basis with a not to exceed limit (without prior authorization). The expenses for this contract will be incurred through summer 2015 since construction is estimated to be about fifteen (15) months with a start date of March 2014. Approximately 68% of this cost will be reimbursed by Caltrans. The aforementioned 68% CT / 32% NMWD allocation is derived from a review of the Contractor's (GCC) bid schedule and the Reach B 90.3% CT / 9.7% NMWD allocation per the Utility Agreement approved by the Board on February 18, 2014.

RECOMMENDATION

Board authorize General Manager to execute an agreement between Vali Cooper & Associates and the District for Construction Management services on a time and expense basis with a not-to-exceed limit of \$1,298,095 plus a contingency of \$100,000.

AGREEMENT FOR CONSULTING SERVICES

The following is an agreement between **North Marin Water District**, hereinafter "**NMWD**", and **Vali Cooper & Associates**, hereinafter, "**Consultant**".

WHEREAS, Consultant is a duly qualified consulting firm, experienced in construction management of water distribution facilities.

WHEREAS, in the judgement of the Board of Directors of the NMWD, it is necessary and desirable to employ the services of the Consultant for the AEE Reaches A-D / MSN B3 project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART A -- SPECIFIC PROVISIONS:

1. DESCRIPTION OF SERVICES AND PAYMENT: Except as modified in this agreement, the services to be provided and the payment schedule are:

- a. The scope of work and fee amount covered by this agreement shall be that provided in Exhibit A of this agreement.
- b. The scope of work shall be performed on a time and expense basis with a not-to-exceed limit of \$1,298,095 in accordance with the cost schedule included in Exhibit B of this agreement and shall not exceed this value without prior written authorization by NMWD.

PART B -- GENERAL PROVISIONS

1. ASSIGNMENT/DELEGATION: Except as above, neither party hereto shall assign, sublet or transfer any interest in or duty under this agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

2. STATUS OF CONSULTANT: The parties intend that the Consultant, in performing the services hereinafter specified, shall act as an independent contractor and shall have the control of the work and the manner in which it is performed. The Consultant is not to be considered an agent or employee of NMWD, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits NMWD provides its employees.

3. INDEMNIFICATION: NMWD is relying on the professional ability and training of the Consultant as a material inducement to enter into this agreement. The Consultant shall perform all the work in accordance with generally accepted professional practices and standards, as would be exercised by a reasonable professional performing similar work under similar circumstances, and warrant that its work complies with the requirements of applicable federal, state and local laws, it being understood that neither acceptance of the Consultant's work by NMWD nor Consultant's failure to perform shall operate as a waiver or release.

- a. With respect to professional services under this agreement, Consultant shall assume the defense of and defend NMWD, its directors, officers, agents, and employees in any action at law or in equity in which liability is claimed or alleged to arise out of, pertain to, or relate to, either directly or indirectly, the intentional or willful misconduct, recklessness, or negligent act, error, or omission of Consultant (or any person or organization for whom Consultant is legally liable) in the performance of the activities necessary to perform the services for District and complete the task provided for herein. In addition, Consultant shall indemnify, hold harmless, and release NMWD, its directors, officers, agents, and employees from and against any and all actions, claims, damages, disabilities or expenses, including attorney's fees and witness costs, that may be asserted by any person or entity including the Consultant, arising out of, pertaining to, or relating to, the negligent acts, errors or omissions, recklessness, or intentional or willful misconduct of the Consultant (or any consultant or subcontractor of Consultant) in connection with the activities necessary to perform the services and complete the task provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of NMWD.
- b. With respect to all other than professional services under this agreement, Consultant shall indemnify, hold harmless, release and defend NMWD, its agents and employees from and against any and all actions, claims, damages, disabilities or expenses, including attorney's fees and witness costs that may be asserted by any person or entity, including the Consultant, arising out of or in connection with the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of NMWD.

This indemnification is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for the NMWD or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

4. PROSECUTION OF WORK: The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be completed by September 30, 2015, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance, the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed.

5. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS: All notices, bills and payment shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

North Marin Water District
P.O. Box 146
Novato, CA 94948
Attention: Drew McIntyre

Consultant:
Vali Cooper & Associates
2000 Powell St., Suite 550
Emeryville, CA 94608
Attention: Connie Fremier

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

6. MERGER: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms of the agreement, pursuant to California Code of Civil Procedure Section 1856 and as a complete and exclusive statement of the terms of the agreement. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

7. SEVERABILITY: Each provision of this agreement is intended to be severable. If any term of any provision shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this agreement and shall not affect the validity of the remainder of the agreement.

8. TERMINATION: At any time and without cause the NMWD shall have the right in its sole discretion, to terminate this agreement by giving written notice to the Consultant. In the event of such termination, NMWD shall pay the Consultant for services rendered to such date.

9. TRANSFER OF RIGHTS/OWNERSHIP OF DATA: The Consultant assigns to NMWD all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, and right to ideas, in and to all versions of any plans and specifications, reports and document now or later prepared by the Consultant in connection with this contract.

The Consultant agrees to take such actions as are necessary to protect the rights assigned to NMWD in this agreement, and to refrain from taking any action which would impair those rights. The Consultant's responsibilities under this contract will include, but not be limited to, placing proper notice of copyright on all versions of any plans and specifications, reports and documents as NMWD may direct, and refraining from disclosing any versions of the reports and documents to any third party without first obtaining written permission of NMWD. The Consultant will not use, or permit another to use, any plans and specifications, reports and document in connection with this or any other project without first obtaining written permission of NMWD.

All materials resulting from the efforts of NMWD and/or the Consultant in connection with this project, including documents, reports, calculations, maps, photographs, computer programs, computer printouts, digital data, notes and any other pertinent data are the exclusive property of NMWD. Re-use of these materials by the Consultant in any manner other than in conjunction with activities authorized by NMWD is prohibited without written permission of NMWD.

Consultant shall deliver requested materials to NMWD in electronic format including but not limited to engineering calculations, plans (AutoCad, current edition) and specifications (MS Word, current edition).

10. COST DISCLOSURE: In accordance with Government Code Section 7550, the Consultant agrees to state in a separate portion of any report provided NMWD, the numbers and amounts of all contracts and subcontractors relating to the preparation of the report.

11. NONDISCRIMINATION: The Consultant shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition or physical handicap.

12. EXTRA (CHANGED) WORK: Extra work may be required. The Consultant shall not proceed nor be entitled to reimbursement for extra work unless it has been authorized, in writing, in advance, by NMWD. The Consultant shall inform the District as soon as it determines work beyond the scope of this agreement may be necessary and/or that the work under this agreement cannot be completed for the amount specified in this agreement. Said review shall occur before consultant incurs 75% of the total fee approved for any phase of the work. Failure to notify the District shall constitute waiver of the Consultant's right to reimbursement.

13. CONFLICT OF INTEREST: The Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Consultant further covenants that in the performance of this contract no person having any such interest shall be employed.

14. INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the consultant, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability coverage
2. Automobile Liability
3. Workers' Compensation insurance as required by the State of California.
4. Professional Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability (including operations, products and completed operations.): **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Workers' Compensation Insurance: as required by the State of California.
4. Professional Liability, **\$1,000,000** per occurrence.

Verification of Coverage

Consultant shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require at any time complete and certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

Subcontractors

Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the District for review and approval. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Self-Insured Retentions

Any self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the District (such as a surety bond) guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

15. DISPUTE RESOLUTION: Any dispute or claim in law or equity between District and Consultant arising out of this agreement, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators numbering one more than there are parties will be sent to the parties, each of whom will strike one name leaving the remaining as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

At the sole election of the District, any dispute or claim in law or equity between District and Consultant arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

16. BILLING AND DOCUMENTATION: The Consultant shall invoice NMWD for work performed on a monthly basis and shall include a summary of work for which payment is requested. The invoice shall state the authorized contract limit, the amount of invoice and total amount billed to date. The summary shall include time and hourly rate of each individual, a narrative description of work accomplished, and an estimate of work completed to date.

17. REASONABLE ASSURANCES: Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise, with respect to performance of either party, the other may, in writing, demand adequate assurance of due performance and until the requesting party receives such assurance may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of the party with respect to performance under this agreement but also conduct with respect to other agreements with parties to this agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, not to exceed 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

**NORTH MARIN WATER DISTRICT
"NMWD"**

Dated: _____

Chris DeGabriele, General Manager

**VALI COOPER & ASSOCIATES
"CONSULTANT"**

Dated: _____

EXHIBIT A - SCOPE OF WORK

**NORTH MARIN WATER DISTRICT
AEEP Reaches A-D MSN B-3 Project**

VC&A will provide construction management services for the AEEP Reaches A-D MSN B3 Project including pre-construction, construction and post-construction services. Construction is estimated to commence April 2014 and be completed by August 2015.

Scope of work includes, but is not necessarily limited to the following tasks:

TASK 1 - PRE-CONSTRUCTION PHASE SERVICES

1.1 Preconstruction Documentation of Site

Document pre-construction conditions including photographs and videos of the construction site

1.2 Conduct Preconstruction Meeting

Prepare, facilitate and document pre-construction conference.

1.3 Implement Contract Administration System

Implement system for organizing, tracking, filing, and managing paper/electronic correspondence including letters, information requests, submittals, contract, reports, progress payments, and change orders, etc. If NMWD concurs, VC&A can utilize our Contract Administrative Tracking System (CATS) for this purpose.

TASK 2 - CONSTRUCTION PHASE SERVICES

2.1 Resident Engineering

Provide a Resident Engineer to manage the project and enforce the work in accordance with the Contract Plans, Special Provisions, NMWD Standards, and Caltrans Encroachment Permit requirements.

2.2 Conduct Weekly Construction Progress Meetings

Conduct weekly meetings to discuss schedule, current, and past issues. Prepare agenda and meeting minutes.

2.3 Contract Administration

Maintain project files in accordance with system implemented in task 1.3.

2.4 Submittals

Maintain a submittal log and process required submittals. Receive, log, track and process shop drawings and other Contractor submittals and coordinate review of the submittals with NMWD and the Design Engineer.

2.5 Project Schedule

Review and approve contractor's baseline CPM schedule and CPM updates. Monitor schedule and notify contractor of deviations. Maintain an as-built schedule of the project. Prepare and maintain a master schedule that includes overall project constraints.

2.6 Cost Control and Reporting

Prepare monthly status report to provide an update on the project schedule, project budget, expenditures on change orders and any appropriate analysis, a forecast at completion (costs), work completed in the specified period, work contemplated for the next period, outstanding project issues, any potential claims and analysis of those claims, project photographs, and VC&A contract status. A summary of the project status will be presented orally on a quarterly basis at the District's regularly scheduled Board meetings.

2.7 Progress Payments

Review the contractor's request for monthly progress payment, prepare necessary documentation and forward to the District with a recommendation for payment. The report shall state the total contract price, payments to date, current payment requested, retainage and the actual amounts owed for the current period.

2.8 Management of Change Orders

Review potential changes for contractual and technical merit. Prepare an independent cost estimate of change order requests and recommend approval or rejection of each request. Negotiate and prepare contract change orders for District approval and maintain a contract change order log and monitor contingency balance. Cumulative change orders in excess of 5% of the construction contract will require NMWD Board approval.

2.9 Management of Potential Claims

Review potential claims for merit and prepare documentation and recommendations for resolution of potential claim issues.

2.10 Requests for Information (RFI)

Process and coordinate RFI review with design engineer. Maintain RFI log.

2.11 On-Site Inspections

Perform daily inspections of ongoing construction activities to verify the Contractor's work is proceeding in accordance with the Contract Documents and notify contractor when work is not in compliance. Document inspector observations in a daily report which will contain information such as manpower, equipment, weather conditions, date, any subcontractors working, important conversations with the contractor, utility owners or others, any extra work, and any unusual conditions encountered. Photographs will be taken daily to document existing conditions, work activities and work progress.

2.12 Customer Service/Public Relations

Communicate with local residences and property owners regarding temporary construction impacts, such as traffic changes, noise, limited access and construction schedule. Address issues and concerns brought forth by the public and property owners. Maintain a log of all phone calls received and work with the contractor for prompt resolution of issues. If requested by NMWD, meet with individual

property owners in advance of construction and prepare letters, emails or other material to keep property owners informed of upcoming construction activities.

2.13 Monitor Contractor's Safety Program

Review and monitor contractor's safety program for compliance with Cal/OSHA. Notify contractor if unsafe condition is observed. The construction contractor is solely responsible for job site safety. Neither the professional activities of consultant, nor the presence of Consultant's employees at the construction/project site(s), shall relieve the Contractor of their obligations duties and responsibilities, including but not limited to, construction means, method, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies.

2.14 Project Coordination

Coordinate with other project stakeholders to facilitate construction including:

- Utilities requiring relocation including PG&E and AT&T
- Caltrans (including compliance with provisions in Utility Agreement 1780.1, as applicable)
- MSN B1 and B2 Construction Contractors
- NMWD Design Engineer

2.15 Cash Flow Projections

Prepare monthly cash flow projections from information derived from monthly schedule update reports. Compare and graphically illustrate actual versus estimated construction expenditures.

2.16 Certified Payroll Review

Review Contractor's certified payrolls submittals for compliance with prevailing wage requirements.

TASK 3 – QUALITY ASSURANCE

3.1 – Review Contractor's Quality Control Plan

The contractor is responsible for compaction, concrete and welding inspection. Review and approve the contractor's Quality Control (QC) Plan and enforce the QC Plan during construction.

3.2 – Quality Assurance of Testing Services

Provide quality assurance of testing services performed by the Contractor.

TASK 4 - POST-CONSTRUCTION ACTIVITIES

4.1 Project Close-Out

- Work with the contractor to verify that the as-built drawings are kept up to date on a regular basis. Maintain one set of contract documents with up to date information regarding all addendum, substitutions, clarifications and change orders. Submit as-built drawings to design engineer.

- Develop a punch list of remaining items of work after contractor is substantially completed with the work and follow through with the contractor for completion of those items.
- Conduct a final project review with NMWD, the designer, Caltrans and other agencies that may be impacted by the work. Upon satisfactory completion, VC&A will submit a formal recommendation for project acceptance.
- Coordinate and expedite the furnishing of all operations and maintenance manuals and warranties.
- Preparing the proposed final payment, addressing the contractor's exceptions, and submit final payment requests in the time-frame required by law.

5.2 Final Project Documentation

A final submittal package of all field records will be submitted to NMWD in an organized, timely manner. Along with the records, a project completion report is prepared which includes:

- A summary of change orders and potential claims
- A summary of the materials tested and incorporated into the work
- Final project schedule and project expenditures
- Summary of final acceptance

5.3 Warranty Period Review

VC&A will visit the Project with the District and Design Engineer prior to the end of the one-year warranty period to inspect for any apparent defects. VC&A will recommend any required replacements or corrections.

Scope of Work

North Marin Water District AEEP REACHES A-D/MSN B3 Project

Biological Construction Monitoring

The purpose of this scope of work is to assist Vali Cooper & Associates by performing biological monitoring and monitoring of CEQA compliance and regulatory agency permit requirements as part of the construction management (CM) team for the North Marin Water District's (NMWD) Aqueduct Energy Efficiency Project (AEEP) in Marin and Sonoma Counties, California. The project consists of upsizing the existing 30-inch diameter pipeline to a 42-inch diameter pipeline and relocating the pipeline outside of the upcoming Caltrans Marin-Sonoma Narrows (MSN) highway widening project right-of-way. The project extends from the Kastania Pump Station in Sonoma County and ends south of the San Antonio Road/Highway 101 intersection in Marin County. NMWD is currently removing all trees within the proposed work area. The project area lies within potential habitat for California red-legged frog (CRLF). American badger habitat and special-status plant species may be found in the corridor, and nesting birds may still be found. Per the Final EIR (July 2011; State Clearinghouse #2010092071), a USFWS/CDFW-approved biological monitor is required on-site during construction activities related to the AEEP.

Acronyms

AEEP – Aqueduct Energy Efficiency Project

AMM – Avoidance and Minimization Measures

Caltrans – California Department of Transportation

CDFW – California Department of Fish and Wildlife

CEQA – California Environmental Quality Act

CM – Construction Management

CRLF – California red-legged frog

EIR – Environmental Impact Report

ESA – Environmentally Sensitive Area

MBTA – Migratory Bird Treaty Act

MSN – Marin-Sonoma Narrows

NMWD – North Marin Water District

RE – Resident Engineer

RWQCB – Regional Water Quality Control Board

Subconsultant – CH2M HILL

SWPPP – Stormwater Pollution Prevention Plan

USACE – United States Army Corps of Engineers

USFWS – United States Fish and Wildlife Service

WEAT – Worker Environmental Awareness Training

Task 1: Project Management and Coordination

The Subconsultant's Project Manager will oversee the staffing, quality, and implementation of the biological monitoring. This task includes meeting attendance, as appropriate, day-to-day coordination, and review of project deliverables as described in Tasks 2-4. At least 30-days prior to commencing project activities, the Project Manager will submit the names and qualifications of the proposed biological monitor to the US Fish and Wildlife Service (USFWS) and California Department of Fish and Wildlife (CDFW) for review and approval.

The Project Manager will prepare monthly progress reports to accompany monthly invoices, and will be supported by an administrative assistant. In addition, a health and safety professional will develop a health and safety plan for CH2M HILL staff.

Deliverables:

- Monthly progress reports.

Assumptions:

- Up to 18 hours per month have been assumed for the project manager to prepare for and attend project meetings, coordinate with Caltrans and resource agencies as needed, and review weekly monitoring reports, review of compliance reporting, and other deliverables identified in Tasks 2-4.

Task 2: Pre-Construction Surveys and Worker Environmental Awareness Training

The Subconsultant shall conduct a pre-construction survey for western pond turtle within the project area associated with San Antonio Creek 48-hours prior to construction. A memorandum detailing the survey protocol and results will be prepared and submitted within five (5) business days of survey. If western pond turtle are found during pre-construction surveys, the Subconsultant shall notify CDFW and develop a plan to address western pond turtle individuals and/or their nests. This may include, but not be limited to establishing no-work buffers, additional monitoring, and/or relocating individuals outside of the active work area, while remaining in San Antonio Creek, pending approval from CDFW.

The Subconsultant shall conduct pre-construction bird surveys within the project area. NMWD is currently removing all trees within the project area, and the remaining potential habitat is assumed to be minimal. Pre-construction nesting bird surveys will be conducted over the course of at least two days prior to work within each Reach. A memorandum detailing the survey protocol, results, and recommendations with appropriate buffer distances, as needed, will be prepared and submitted within five (5) business days of each survey. If additional surveys are required due to active nests, they will be conducted as part of the monitoring activities described in Task 3.

The Subconsultant shall prepare a worker environmental awareness training (WEAT) brochure for USFWS/CDFW approval. The Subconsultant shall provide training to all construction staff associated with the AEEP at a construction kick-off meeting. Additional trainings for new personnel, as needed, will be conducted as part of the monitoring activities described in Task 3 and coordinated through the Resident Engineer.

The Subconsultant shall prepare a permit compliance manual and establish photo monitoring points throughout the project area and capture pre-construction photographs.

Deliverables:

- Pre-construction survey memorandum.

- WEAT brochure.
- Hardhat stickers.
- Permit compliance manual.
- Pre-construction photographs.
- Technical memorandum management plan for western pond turtle (if needed).

Assumptions:

- One (1) draft and one (1) final version of all survey memorandums will be prepared.
- One (1) draft and one (1) final version of the worker environmental awareness training brochure will be prepared.
- Up to 50 copies of the worker environmental awareness training brochure will be prepared and provided.
- Up to 50 hardhat stickers will be prepared and provided.
- Caltrans is responsible for pre-construction surveys and associated reporting for American badger, bats, and California red-legged frog prior to contract award.
- Caltrans is responsible for conducting protocol-level preconstruction survey(s) for special status plant species following USFWS, CNPS, and CDFW protocols and associated reporting.
- NMWD has removed all trees that will provide potential nesting habitat within the project area prior to contract award.
- A total of 100 labor hours are allocated for this task.

Task 3: Biological Construction Monitoring

The Subconsultant shall provide a USFWS/CDFW-approved biological construction monitor to conduct pre-work surveys for California red-legged frog (CRLF), western pond turtle (where appropriate), bats (where appropriate), and bird species subject to the Migratory Bird Treaty Act (MBTA) within and adjacent to active construction areas.

The Subconsultant shall conduct biological monitoring of construction activities including, but not limited to, daily inspection/observation during initial groundbreaking and ESA fencing installation; inspection of work activities; inspection of ESA fencing related to biological resources; and monitoring of bird or other sensitive species, as needed, and as directed in the biological permits obtained for this project. Additionally, the Subconsultant shall provide WEAT to new construction personnel, as needed, and coordinated through the RE.

The following level of effort has been assumed for on-site biological construction monitoring:

- June 1, 2014 – July 6, 2015: Up to 1,500 hours for on-site biological construction monitoring.

Deliverables:

- Biological monitoring reports will be prepared daily when on-site.

Assumptions:

- Construction activities requiring a biological monitor will be completed by July 6, 2015.

- Biologist is on-site during work in potential California red-legged frog habitat (Reach B and Kastania Rd).
- Biologist is on-site during work in the riparian zone and jack-and-bore operation adjacent to San Antonio Creek.
- Work within the bed and bank of San Antonio Creek will not occur.
- Ground disturbance activities requiring an on-site biological monitor will begin June 1, 2014.
- Minimal construction activity requiring a biological monitor will occur from June to August 2014 per discussion with Vali Cooper & Associates.
- Biological monitor is not required for night work.
- Work hours and work days will follow a normal schedule (i.e., 8:00 AM to 5:00 PM, Monday through Friday).

Task 4: Reporting

The Subconsultant shall prepare weekly biological monitoring summary reports and a post-construction report as described in the USFWS Biological Opinion and CDFW Lake and Streambed Alteration Agreement.

Deliverables:

- Weekly biological monitoring summary reports submitted to the RE.
- Post-construction.

Assumptions:

- Weekly reports will be a summary of the daily biological monitoring reports and will only be prepared when the biological monitor is on-site for at least 3 days per week.
- One post-construction report will be prepared and is suitable for all agencies.
- One (1) draft and one (1) final version of the post-construction report will be prepared.
- Final report is due to agencies within 45-days of project completion.
- A total of 120 labor hours are allocated for this task.

Project Assumptions

The following assumptions apply to all tasks described herein:

- Tasks described above are assumed based on review of Final EIR (State Clearinghouse #2010092071), the Environmental Commitments Record (dated February 18, 2014), and review of resource agency permits for the Caltrans MSN B-1 and B-2/C-3 projects. It is assumed that agency permits for this project will contain similar restrictions and conditions.
- NMWD has prepared applications for and obtained all necessary environmental permits from resources agencies such as the California Department of Fish and Wildlife, National Marine Fisheries Service, Regional Water Quality Control Board, United States Army Corps of Engineers, and/or the United States Fish and Wildlife Service.

- Caltrans is responsible for preparation of a mitigation monitoring plan, revegetation plan, wetland restoration plan, California red-legged frog relocation plan, and other plans related to archaeological/historical resources.
- Vali Cooper & Associates or the Construction Contractor will be responsible for the preparation of the SWPPP, and associated inspection and reporting.
- Vali Cooper & Associates or the Construction Contractor will be responsible for obtaining services of a certified arborist, as needed.
- A change in the project understanding, level of effort, or services requested may require an amendment to the budget and contract.
- CH2M HILL's proposal is contingent upon our two parties agreeing to mutually accepted terms and conditions.
- A total of \$34,106 is included for travel expenses. If the travel budget is expended prior to completion of the project, additional funding may be requested.

Schedule

The period of performance for this contract estimated to be March 18, 2014 through August 21, 2015.

Budget

Table 1 provides a summary of the estimated cost by task. The total estimated cost for the NMWD AEEP Reaches A-D Biological Monitoring Project is \$341,081.92. The work under this contract will be completed on a time and materials basis. CH2MHILL will discuss any changes in scope and/or budget with Vali Cooper & Associates and will not proceed with work beyond the assumed level of effort until an approved change order has been issued by Vali Cooper & Associates.

CH2MHILL will make reasonable efforts to complete the work within the budget and keep Vali Cooper & Associates informed of progress toward that end so that the budget or work effort can be adjusted if found necessary. CH2MHILL is not obligated to incur costs beyond the indicated budget.

Costs in Table 2 (attached) are based on the rate schedule provided for this project. 4% escalation will be applied to all rates as of April 1 of each year (2014 and 2015). All expenses will be invoiced at cost plus a 5% markup. CH2M HILL's proposal is contingent upon our two parties agreeing to mutually accepted terms and conditions.

Staffing Plan

for

Construction Management Services

for the

North Marin Water District - AEEP Reaches A-D/MSN B3 Project

March 12, 2014

TASK		STAFF		ROLE		2014-2015																	Total Hours	Hourly Rate	Cost
						Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul				Aug
1 - Construction Management																									
	Ken Sinclair, PE	Resident Engineer	40	88	132	168	184	168	176	80	80	80	80	80	80	80	168	176	184	80	2124	\$ 173.48	\$ 368,471.52		
	Tom Silva	Senior Inspector	0	0	80	168	184	168	176	184	160	184	176	160	176	176	168	176	184	0	2520	\$ 145.57	\$ 366,836.40		
	Bob Klein	Office Engineer	0	0	88	84	92	84	88	92	80	92	88	80	88	88	84	88	92	80	1388	\$ 106.92	\$ 148,404.96		
			SUB TOTAL																	6032		\$ 883,712.88			
2 - Biological Monitoring																									
	CH2M-Hill																					\$ 341,081.92			
																						\$ -			
			SUB TOTAL																	0		\$ 341,081.92			
3: Quality Assurance/Wedling Inspection																									
	Miller Pacific		AS NEEDED																			\$ 24,500.00			
			SUB TOTAL																			\$ 24,500.00			
VC&A ODC's																									
	Vehicles	(16 mos x \$1200/mo)+(16 mos x \$1200/mo)x 75%+(16mos x \$1200/mo)x50%																				\$ 43,200.00			
	Office Supplies - at cost	\$100/mo x \$16 mos = \$1,600																				\$ 1,600.00			
	Copier rental for field office - only if needed (at actual cost)																					\$ 4,000.00			
			SUBTOTAL																			\$ 48,800.00			
			TOTAL																	6032		\$ 1,298,094.80			

Notes:

% of Construction bid 10.57%

1. Inspector rates comply with prevailing wage requirements.
2. Assume 460 calendar days for substantial completion ; 490 days for final completion
3. Assume Resident Engineer at approximately 75%, Inspector at 100%, Office Engineer at 50% - NMWD will only be billed for hours worked
4. There may further opportunity to reduce the level of effort for Biological monitoring once the contractor's schedule is known and through negotiations with permitting agencies
5. Contractor is responsible for compaction, concrete and welding inspection. QA testing services will be as needed as determined by the Resident Engineer
6. Construction trailer to be provided by construction contractor
7. If Office Engineer has to perform inspection duties, he will need to be paid prevailing wage rates. Hrly inspection rate = \$155.92
8. Assume roadway work to start late May and pipeline work to start in August 2014.

TABLE 1

Cost Estimate Summary

Biological Construction Monitoring for AEEP Reaches A-D/MSN B3

Task Name	Cost Estimate
Task 1: Project Management and Coordination	\$62,110.00
Task 2: Pre-construction Surveys and Worker Environmental Awareness Training	\$11,564.00
Task 3: Biological Construction Monitoring	\$215,352.00
Task 4: Reporting	\$13,300.00
Direct Costs	\$38,755.92
Total Amount	\$341,081.92

TABLE 2
North Marin Water District
CONTRACT # TBD
AEEP Reaches A-D/MSN B3 Biological Construction Monitoring

March 11, 2014

PERIOD OF PERFORMANCE
 March 18, 2014 - August 21, 2015

Year of Performance		January 1 - March 31, 2014				April 1, 2014 - March 31, 2015				April 1 - August 21, 2015				Activity Total
ACTIVITY DESCRIPTION	CH2MHILL TITLE	H&S Charge	ESTIMATED HRS	APPROVED RATE	ESTIMATED COST	ESTIMATED HRS	APPROVED RATE	ESTIMATED COST	ESTIMATED HRS	APPROVED RATE	ESTIMATED COST			
Project Management	Project Manager	y	8	\$ 164.00	\$ 1,312.00	216	\$ 171.00	\$ 36,936.00	90	\$ 178.00	\$ 16,020.00	\$ 54,268.00		
	Senior Consultant Professional	y		\$ 179.00	\$ -	8	\$ 186.00	\$ 1,488.00	2	\$ 193.00	\$ 386.00	\$ 1,874.00		
	Senior Professional		4	\$ 176.00	\$ 704.00	2	\$ 183.00	\$ 366.00	2	\$ 190.00	\$ 380.00	\$ 1,450.00		
	Office/Clerical		8	\$ 63.00	\$ 504.00	42	\$ 66.00	\$ 2,772.00	18	\$ 69.00	\$ 1,242.00	\$ 4,518.00		
Pre-Construction Surveys and WEAT	Project Professional	y		\$ 137.00	\$ -	32	\$ 142.00	\$ 4,544.00		\$ 148.00	\$ -	\$ 4,544.00		
	Associate Professional	y		\$ 99.00	\$ -	40	\$ 103.00	\$ 4,120.00	20	\$ 107.00	\$ 2,140.00	\$ 6,260.00		
	Staff Professional 2	y		\$ 91.00	\$ -	8	\$ 95.00	\$ 760.00		\$ 99.00	\$ -	\$ 760.00		
Biological Construction Monitoring	Project Professional	y		\$ 137.00	\$ -	1108	\$ 142.00	\$ 157,336.00	392	\$ 148.00	\$ 58,016.00	\$ 215,352.00		
Reporting	Associate Professional	y		\$ 99.00	\$ -	40	\$ 103.00	\$ 4,120.00	40	\$ 107.00	\$ 4,280.00	\$ 8,400.00		
	Senior Technician			\$ 115.00	\$ -	20	\$ 120.00	\$ 2,400.00	20	\$ 125.00	\$ 2,500.00	\$ 4,900.00		
Total Labor			20		\$ 2,520.00	1,516		\$ 214,842.00	584		\$ 84,964.00	\$ 302,326.00		
Direct Costs														
Health & Safety Charges (\$1.10 / Hr)					\$ 8.80						\$ 598.40	\$ 2,204.40		
Copy Charges					\$ -						\$ 200.00	\$ 400.00		
Travel Expenses (incl per diem)					\$ -						\$ 966.00	\$ 1,106.00		
Vehicle/Mileage					\$ -						\$ 25,000.00	\$ 33,000.00		
Equipment Rental/Purchase					\$ -						\$ 200.00	\$ 200.00		
Total Direct Costs (cost + 5%)					\$ 9.24						\$ 9,385.32	\$ 38,755.92		
ESTIMATED TOTAL (Labor + Direct)					\$ 2,529.24						\$ 94,349.32	\$ 341,081.92		

MILLER PACIFIC ENGINEERING GROUP
 Prevailing Wage Field Observation & Testing Budget Estimate Worksheet
 NMWD AEEP QA Testing
 Novato, California

Date: 3/13/14
 Project Number: 14-7105
 By: sas

	PER UNIT	PER HOUR	SITE VISIT	HALF DAY	FULL DAY
Project Geologist I	\$ 105.00				
Senior Technician	\$ 100.00				
Senior Technician - Prevailing Wage 3 or 4	\$ 105.00			2	
Staff Engineer/Geologist	\$ 98.00				
Staff Engineer/Geologist - Prevailing Wage 3 or 4	\$ 103.00				
Field Technician	\$ 85.00				
Field Technician - Prevailing Wage 3	\$ 98.00			2	
Field Technician - Prevailing Wage 4	\$ 93.00				
Field Vehicle/Equipment	\$ 9.00				
Nuclear Density Tests	\$ 8.00			4	
Miles	\$ 0.80			20	
				\$ 454.00	\$ -

Work Item	Description	Estimated Days	HOURS	SITE VISIT	HALF DAY	FULL DAY
1.0	QA Compaction Testing - Backfill	150			20	
2.0	QA Welding - Pipeline	150			20	
3.0						
4.0						
5.0						
6.0						

Totals 0 0 40 0
 DOLLARS \$ - \$ - \$ 18,160.00 \$ -

Total Field Costs: \$ 18,160.00

LABORATORY TESTING

Task	Description	Quantity	Unit \$	Amount \$
1.0	Soil - Compaction Curve	2	\$220	\$ 440.00
2.0	Aggregate Sub base - Compaction Curve		\$220	\$ -
3.0	Aggregate Base - Compaction Curve		\$220	\$ -
4.0	Asphalt Concrete - S-value, Gradation, M.C., Unit Wt. & % Oil		\$1,050	\$ -
5.0	Concrete Compression Tests		\$42	\$ -
6.0	R-value		\$260	\$ -
7.0	Sand Equivalent		\$60	\$ -
8.0	Durability		\$125	\$ -
9.0	Gradation/Sieve		\$150	\$ -

Total Lab Costs: \$ 440.00

ENGINEERING/GEOLOGICAL CONSULT & REPORT

Personnel	Title	Hours	\$/Hour	Amount \$
SAS	Principal Eng/Geologist	10	\$ 210.00	\$ 2,100.00
MPM/DSC	Associate Engineer II		\$ 195.00	\$ -
EAD	Associate Engineer I		\$ 175.00	\$ -
TJR/BSP	Senior Engineer III		\$ 165.00	\$ -
	Senior Engineer II		\$ 150.00	\$ -
MFJ	Project Geologist I	20	\$ 105.00	\$ 2,100.00
WGO / AJM	Sr. Tech II		\$ 100.00	\$ -
JTO/JSC/JBG	Staff III		\$ 98.00	\$ -
NGK/EDT	Staff II	4	\$ 88.00	\$ 352.00
	Staff I		\$ 78.00	\$ -
KRB/SAB	Project Asst./Word Processor	3	\$ 65.00	\$ 195.00

Total Engineering Costs: \$ 4,747.00

SUB TOTAL \$ 23,347.00
CONTINGENCY 5% \$ 1,167.35
TOTAL \$ 24,514.35



USE FOR BUDGET \$ 24,500.00

11

MEMORANDUM

To: Board of Directors

Date: March 14, 2014

From: Drew McIntyre, Chief Engineer 
Carmela Chandrasekera, Associate Engineer 

Subject: NMWD AEEP / MSN B3 Tree Removal Project – Increase in Contract Contingency to The Professional Tree Care Company

R:\Folders by Job No\7000 jobs\7118\AEEP B3 Advance Tree Removal 7118.20\Construction\TPTCC Documents\7118.20 TPTCC Contingency Inc BOD Memo.doc

RECOMMENDED ACTION: Approve an increase in the contingency to The Professional Tree Care Company's contract from 10% to 35%

FINANCIAL IMPACT: \$45,000 (reimbursed by Caltrans)

At the January 7, 2014 meeting, the Board approved award of a tree removal contract (in advance of the second and final aqueduct relocation project) to The Professional Tree Care Company (TPTCC) in the amount of \$179,975 plus a 10% contingency. The work is now substantially complete and it is expected that pending change orders will utilize most if not all of the Board approved 10% contingency. Caltrans has recently requested that NMWD obtain a cost proposal from TPTCC to remove approximately nineteen (19) additional trees in advance of PGE's utility relocation work (slated to begin in May). This potential change order for PGE tree removal is anticipated to require an increase in the contract contingency from 10% to approximately 35%. The new PGE tree removal change order will only be approved once Caltrans has confirmed that they will be solely responsible for the increased costs involved with this request.

RECOMMENDATION

That the Board approve an increase in the contingency to The Professional Tree Care Company's contract from 10% to 35%.

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MEMORANDUM

To: Board of Directors

Date: March 14, 2014

From: Drew McIntyre, Chief Engineer

Subject: MSN B1 (AEEP Reach E) Project – Progress Report No. 3 - Final (Harris & Associates)

R:\Folders by Job No\7000 jobs\7118\Reach E\BOD Memos\7118.07 B1_Reach E Harris Progress Final Report BOD Memo.doc

RECOMMENDED ACTION: Information only

FINANCIAL IMPACT: None, information only

An oral presentation will be provided by Mr. Craig Pyle, Pipeline Inspector, with Harris & Associates, regarding substantial completion of the pipeline installation as part of Caltrans' progress on the Marin Sonoma Narrows (MSN) B1 project. Attached is the final Construction Manager's Report for Board review in preparation of the presentation by Harris & Associates. A map will be available at the meeting showing locations of the features depicted on the attached photos.

CONSTRUCTION MANAGER'S REPORT

NORTH MARIN WATER DISTRICT

MSN – B1 PROJECT

Report No.:	Final	Period Covered:	8/21/13 thru 2/20/14
Contractor:	Ghilotti Const. Co.	Total Budget:	\$4,475,844
Percent Complete (Cost):	99.54%	Progress This Period:	\$2,694,524
Total Progress To Date:	\$4,455,094	Budget Remaining:	\$20,750

Construction Manager:	Harris & Associates	Total Budget:	\$301,093
Percent Complete (Cost):	84.60%	Progress This Period:	\$134,254
Total Cost to Date:	\$254,717	Budget Remaining:	\$46,376

630 Water Service Connections:

GCC completed remaining water service connections.

640 4" Air/Vacuum Valves:

GCC completed installation of ARVs.

650 6" Air/Vacuum Valves:

GCC completed installation of ARVs.

660 8" Air/Vacuum Valves:

GCC completed installation of ARVs.

670 10" Air/Vacuum Valves:

GCC completed installation of ARVs.

680 30" Butterfly Valves:

GCC completed installation of Butterfly valves.

690 Telemetry System Wire and Conduit:

GCC completed remaining conduit and cable installation.

700 12" Cement-Mortar Lined and Tape Wrapped Steel Pipe:

GCC completed remaining installation of 12" WSP pipe.

710 30" Cement-Mortar Lined and Tape Wrapped Steel pipe:

GCC completed remaining installation of 30" WSP pipe.

730 36" Cement-Mortar Lined and Tape Wrapped Steel Pipe:

GCC's completed remaining installation of 36" WSP pipe.

740 42" Cement-Mortar Lined and Tape Wrapped Steel Pipe (0.188"):

GCC completed remaining installation of 42" WSP pipe.

760 42" Butterfly Valves:

GCC completed installation of Butterfly valves.

770 36" Butterfly Valves:

GCC completed installation of Butterfly valves.

780 12" Resilient Wedge Valves:

GCC completed installation of resilient wedge valves.

790 24" Resilient Wedge Valves:

GCC completed installation of resilient wedge valves.

800 Salvaging Aqueduct Equipment:

GCC's completed removal of existing equipment, abandonment of existing pipe and the majority of the removal of existing pipe.

Remaining work involves completing and testing the cathodic protection system; relocating two existing fire hydrants, removal of the remaining 200' of existing 30" pipe.

Prepared By: Craig Pyle, Senior Inspector

HARRIS & ASSOCIATES



9/1/2013 Installing Pipe w/a Slope of .595 Located North of the Over Pass



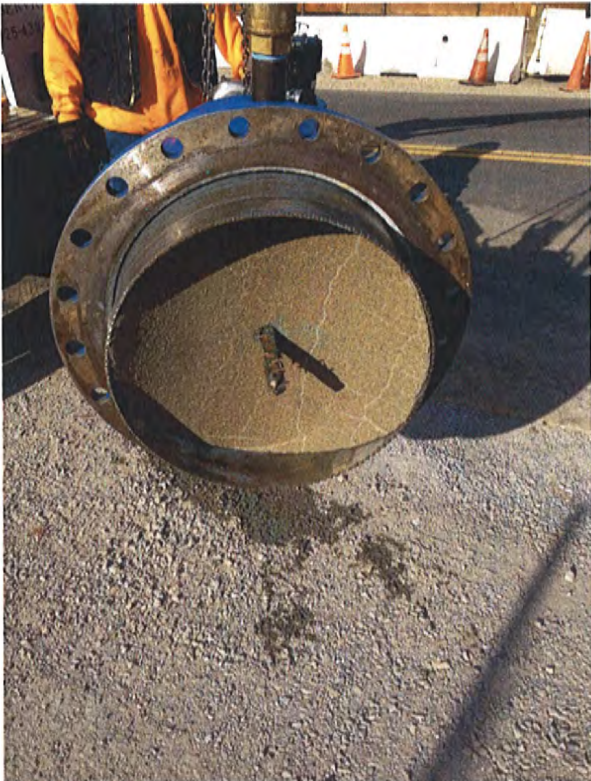
11/6/2013 Welding Flanged Outlet for One of the Line Stops



11/11/2013 Installing the Temporary Knife Gate and Hot Tap Machine at One of the Line Stops



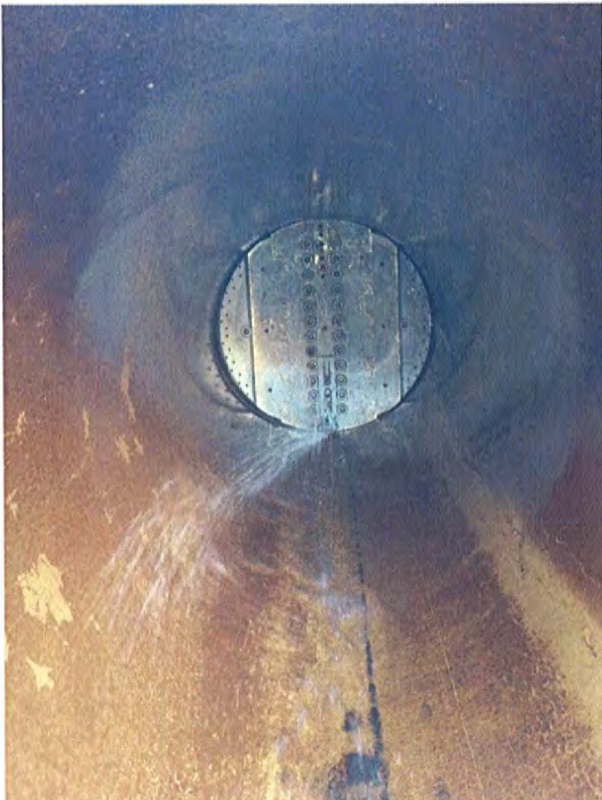
11/11/2013 Removing the Coupon from Hot Tap Machine at One of the Line Stop Locations



11/12/2013 View of the Interior Coupon of the 30" Existing Pipe that was Cut Out for One of the Line Stops



12/6/2013 View of Two Installed Line Stops at the South End of the W-2 Pipeline Segment



12/10/2013 View from Inside the Existing Pipe of the Line Stop



12/10/2013 Setting the Cut-In Pipe Spool at the North End Connection for W-2 Pipeline Segment



1/8/2014 Setting the Cut-In Pipe Spool at the South End Connection for W-1 Pipeline Segment



1/8/2014 Setting the Cut-In Pipe Spool at the North End Connection for W-1 Pipeline Segment

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**NOTICE OF MEETING OF
NORTH BAY WATERSHED ASSOCIATION**

Notice is hereby given that a meeting of the North Bay Watershed Association will be held as follows:

Date: Friday, March 7, 2014
Time: 9:30 a.m. – 11:30 a.m.
Location: Novato Sanitary District
500 Davidson Street
Novato, CA 94945

AGENDA

<u>Item</u>	<u>Recommendation</u>
1. Call to Order (Jack Gibson, Chair)	
2. Public Comment	
3. Approval of the Agenda (1 min.)	Approve
4. Approval of Minutes	Approve
5. Treasurer's Report (1 min.)	Accept
6. NBWA Budget 2014-2015 (45 min.) New Projects: Stormwater Phase II – \$30k North Bay Climate Adaptation Initiative – \$35k	Action
7. Marin TMDL Project-Boyle Park (30 min.) Guest Speaker: Chris Choo, MDPW	Information
8. Items of Interest	
9. Items for Next Agenda	

Next Meeting Information:

Next Meeting: May 2, 2014
Marin Community Foundation
5 Hamilton Landing
Redwood Room, Suite 200
Novato, CA 94949

14

Item #14

NBWRA Day – Wednesday, March 12 – State Capitol

10:30 - Meet in Capitol 6th floor cafeteria (take elevators near Governor's office to the 6th floor)

11: 15 - Meeting with Senator Evans

Noon - Meeting with Assemblymember Levine

12:30 - Quick lunch in Capitol basement cafeteria

1:15 - Meeting with Senator Wolk (fyi- due to space limitations, they have requested limited size group to this meeting)

2 p.m – MEETING WITH ASSEMBLY WATER, PARKS AND WILDLIFE CHAIR STAFFER ALF BRANDT

3 p.m. - Meeting with Assemblywoman Yamada (as previously noted, some NBWRA representatives may need to depart prior to this meeting due to existing commitments, but this was the only time for the Assemblywoman within our schedule)

3:30 – End of day

Confirmed NBWRA attendees are:

Board members:

Chairman Rabbitt
Vice Chair Alternate Di Giorgio
Director Caldwell
Director Techel
Director Alternate Baker

Staff/Consultants:

Webber
Booker
Bryant
Oate-Quintana
SANDEEP KARKAL – NOVATO SAN

With respect to the general messages to be conveyed, we intend to discuss:

- * Self-introductions
- * Very brief overview of program and status (including federal efforts) and local importance - Booker/Bryant/All
- * Bond message (supportive of Watereuse's position, which supports both IRWM funding and focused recycled water funding) - Please see most current Watereuse letters as first two attachments above. (All/Oate-Quintana)

Additionally, with respect to the meeting with Assemblymember Levine, given his intense and ongoing interest in recycled water, a brief update on post-AB 1200 efforts (ag storage pond legislation of last year)

and acknowledgment of his efforts on the recycled water/livestock issue should be added to the above agenda.

For your convenience, please find the following attachments intended as background for the the day's efforts:

- * As noted, the first two attachments are Wateruse letters re: AB 1331 (Rendon) and AB 848 (Wolk)
- * The third attachment is a copy of the updated NBWRA brochure we will be distributing during the meetings – Many of you will recognize this document from the recent federal trip.
- * Most recent versions of the primary bond bills to date– AB 1331 and AB 848, as well as the recent Senate Environmental Quality Committee analysis of SB 848 (AB 1331 does not have a recent analysis available, as it will not be heard in the Senate until March 25)
- * A copy of the new Levine measure on livestock/recycled water (AB 2071).
- * The most current biographies for Assemblymember's Levine and Yamada, as well as Senators Wolk and Evans.

As always, if you have any questions, please do not hesitate to call or email.

Thanks.

Pilar

15

DISBURSEMENTS - DATED MARCH 6, 2014

Date Prepared: 3/4/14

The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:

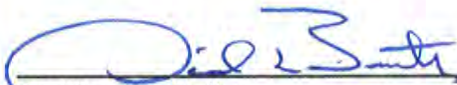
Seq	Payable To	For	Amount
1	Agile Business & Technology	Quarterly Accounting Software Support (2/1/14-4/30/14)	\$1,500.00
2	AirGas	1.2 cu ft Calibration Gas Bottle	122.57
3	All Star Rents	Propane (18.30 gals) (STP)	75.60
4	American Family Life Ins	February Employee Contribution for Accident, Disability & Cancer Ins	4,195.49
5	Ashburn, Gene	Novato "Washer Rebate" Program	50.00
6	AT&T	Telephone Charges: Leased Lines	63.12
7	AT&T	Telephone Charges: Voice Lines	145.95
8	Backflow Distributors	Backflow Repair Kits (4) (\$441) & Freeze Wrap for RP Bypass Line (\$83)	523.84
9	Baker, Jack	March Director's Fee	400.00
10	Barsotti, Richard	Novato "Cash for Grass" Program	200.00
11		Vision Reimbursement	100.00
12	Bland, Peter	Novato "Washer Rebate" Program	50.00
13	CA Urban Water Conservation	Annual Dues (1/14-12/14) (Budget \$3,240)	3,139.32
14	California State Disbursement	Wage Assignment Order (2)	1,018.50
15		Vision Reimbursement	83.55
16	DeGabriele, Chris	Exp Reimb: February Mileage	114.80
17	Demchuk, Cindy	Novato "Washer Rebate" Program	50.00
18	Dowden, Mary Ann	Accounts Payable Consulting Services (2/10-2/21) (72 hrs) (Balance Remaining on Contract \$30)	2,880.00
19	Durkin Signs & Graphics	Vinyl "CA" Truck Numbers	92.65


Seq	Payable To	For	Amount
20	Environmental Express	Chlorite & Fluoride Standards (Lab)	80.66
21		Vision Reimbursement & Cafeteria Plan: Uninsured Medical Reimbursement	649.98
22	Fraites, Rick	March Director's Fee (\$400) & Northbay Watershed Association Meeting on 2/7/14 (\$200)	600.00
23	Gale, Diane	Novato "Toilet Rebate" Program	200.00
24	Ghirardo, Steve & Michelle	Novato "Toilet Rebate" Program	200.00
25	Grainger	Tarp & Floor Squeegees for Tank Cleaning (2) (\$83)	93.97
26	Harris and Associates	Pipeline Inspection Testing Services for MSN B- 1 Reach E Project (Balance Remaining on Contact \$46,383)	19,747.98
27	Heaton, Windi	Novato "Cash for Grass" Program	400.00
28	Kauer, Robert	Novato "Washer Rebate" Program	50.00
29	Landies, Gordon	Novato "Cash for Grass" Program	200.00
30	Lincoln Life	Deferred Compensation PPE 2/28/14	12,233.74
31		Cafeteria Plan: Childcare Reimbursement	416.66
32	Maltby Electric	Electrical Conduit Unions (\$59) & Couplings (24)	79.33
33	Marinscope	Water Smart Home Survey Ad in Novato Advance (Full Color)	240.00
34	McGovern, Marta	Novato "Toilet Rebate" Program	100.00
35	McMaster-Carr Supply	Heavy Duty Hole Saw Kit	176.40
36	Moore, Noemi	Novato "Washer Rebate" Program	50.00
37	Murray, Katie	Novato "Washer Rebate" Program	50.00
38	Nationwide Retirement Solution	Deferred Compensation PPE 2/28/14	1,025.00
39	Nute Engineering	Recycled Water Service Study for Marin Country Club (1/1/14-1/31/14) (Balance Remaining on Contract \$8,662)	1,338.50

Seq	Payable To	For	Amount
40	Pace Supply	3/4" Copper Pipe (600') (\$2,083) & Valve Keys (22) (\$705)	2,788.00
41	Pell, John	Novato "Cash for Grass" Program	150.00
42	Peterson Trucks	Diagnose & Repair Piston Liner ('02 Intl 4300)	6,454.95
43	Petterle, Stephen	March Director's Fee	400.00
44	Ramudo, Pablo	Exp Reimb: ACWA WQ Committee Meeting in Sacramento on 2/10/14. Mileage (\$90) & Parking (\$10)	99.60
45	Red Wing Shoe Store	Safety Boots (Venegas)	200.00
46	Rodoni, Dennis	March Director's Fee (\$400), WAC/TAC Meeting in Santa Rosa on 1/31/14, 2/3/14 (\$400) & Board of Supervisors Meeting in Santa Rosa on 2/25/14 (\$200)	1,000.00
47	Schoonover, John	March Director's Fee Less Deferred (\$350) & NBWRA Meeting on 1/27/14 (\$200)	550.00
48	Sequoia Safety Supply	Knuckle Bandages (80), Anti-Fog Wipes (200), Overalls (3) (\$64), Rain Jackets (2) (\$93) & Safety Glasses (5) (Stock)	193.69
49	Shanks, Ralph & Lisa	Novato "Washer Rebate" Program	50.00
50	Solomon, Richard	Novato "Washer Rebate" Program	50.00
51	Streakwave Wireless	RTU Radio Parts	108.95
52	Tarbell, Beverly	Novato "Washer Rebate" Program	50.00
53	Thomas Scientific	Petri Dishes (600) (Lab)	180.54
54	USA BlueBook	1' X 50' Rubber Hose w/Brass Coupling (STP)	282.31
55	Verizon California	Telephone Charges: Leased Lines	793.65
56	Verizon Wireless	January CIMIS Station Data Transfer Fee	25.62
57	Vitorelo, Daniel	Novato "Washer Rebate" Program	50.00
58	Walline, Paul	Novato "Toilet Rebate" Program	100.00

Seq	Payable To	For	Amount
59	Wehrman, Sean	Novato "Washer Rebate" Program	50.00
60	White Jr, Richard	Novato "Washer Rebate" Program	50.00
		TOTAL DISBURSEMENTS	<u>50.00</u> <u>\$66,364.92</u>

The foregoing payroll and accounts payable vouchers totaling \$66,364.92 are hereby approved and authorized for payment.

 _____ Date 3/3/14

 _____ Date 3/3/2014

NORTH MARIN WATER DISTRICT CHECK REQUEST




PAYEE RICK FRAITES	
50 Forrest Rd	DATE <u>02/07/14</u> (TODAY'S DATE)
Novato, CA 94947	AMOUNT: \$200.00

I attended the North Bay Watershed Association on 02/07/14
(NAME OF MEETING OR WORKSHOP) (DATE OF MEETING)

and wish to be compensated as provided under the Board Compensation Policy.


 SIGNATURE

CHARGE TO: 56001-01-11

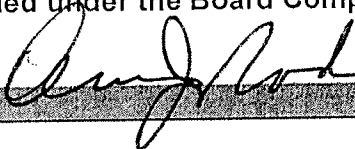
<p>DISPOSITION OF CHECK</p> <p><input checked="" type="checkbox"/> MAIL TO PAYEE</p> <p><input type="checkbox"/> HOLD FOR _____</p> <p><input type="checkbox"/> OTHER _____</p> <hr/> <p>APPROVED TO PAY BY</p> <p><small>T:\FORMS\CHECK REQUEST FOR BOARD.DOC REV. 0213</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%; padding: 2px;">Prepared By</td> <td style="width: 15%; padding: 2px;">Accounting Review</td> <td style="width: 15%; padding: 2px;">POST DATE</td> <td style="width: 15%; padding: 2px;">Vendor No.</td> <td rowspan="2" style="width: 40%; text-align: center; padding: 5px;">  </td> </tr> <tr> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="height: 20px;"></td> <td style="padding: 2px;">FRAI02</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="width: 35%; padding: 2px;">Invoice Number (CK Req ID)</th> <th style="width: 20%; padding: 2px;">Invoice (CK Req) Date</th> <th style="width: 45%; padding: 2px;">Invoice (CK Req) Amount</th> </tr> <tr> <td style="padding: 2px;">CKRQ</td> <td style="padding: 2px;"></td> <td style="text-align: right; padding: 2px;">\$200.00</td> </tr> </table> <div style="border: 1px solid black; height: 100px; margin-top: 5px; padding: 2px;"> <p>NMWD Comment</p> </div> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 35%; padding: 2px;">Job Number</th> <th style="width: 35%; padding: 2px;">GL Account</th> <th style="width: 30%; padding: 2px;">Amount</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;"></td> <td style="text-align: center; padding: 2px;">56001-01-11</td> <td style="text-align: right; padding: 2px;">\$200.00</td> </tr> <tr> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> </tr> <tr> <td colspan="2" style="text-align: right; padding: 2px;">TOTAL</td> <td style="text-align: right; padding: 2px;">\$200.00</td> </tr> </tbody> </table>	Prepared By	Accounting Review	POST DATE	Vendor No.					FRAI02	Invoice Number (CK Req ID)	Invoice (CK Req) Date	Invoice (CK Req) Amount	CKRQ		\$200.00	Job Number	GL Account	Amount		56001-01-11	\$200.00										TOTAL		\$200.00
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NORTH MARIN WATER DISTRICT CHECK REQUEST

PAYEE DENNIS RODONI	DATE <u>2/7/14</u>
P.O. Box 872	(TODAY'S DATE)
Pt. Reyes Station, CA 94956	AMOUNT: \$200.00


I attended the WAC/TAC coordinating meeting in SR. on 1/31/14
(NAME OF MEETING OR WORKSHOP) (DATE OF MEETING)

and wish to be compensated as provided under the Board Compensation Policy.



 SIGNATURE

CHARGE TO: 56001-01-11

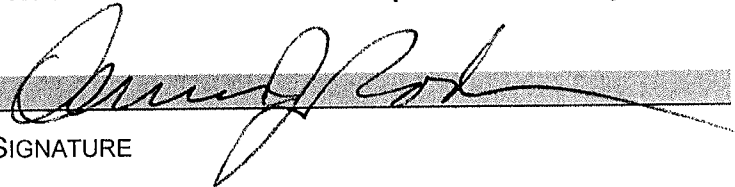
DISPOSITION OF CHECK <input type="checkbox"/> MAIL TO PAYEE <input type="checkbox"/> HOLD FOR _____ <input checked="" type="checkbox"/> OTHER: <input checked="" type="checkbox"/> ACH PAYMENT	Prepared By <u>D.R.</u>	Accounting Review	POST DATE <u>2/14</u>	Vendor No. RODO01	 <small>NORTH MARIN WATER DISTRICT</small>	
	Invoice Number (CK Req ID) <u>CKRQ 020714</u>	Invoice (CK Req) Date <u>2/7/14</u>	Invoice (CK Req) Amount <u>\$200.00</u>			
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APPROVED TO PAY BY						
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		56001-01-11	\$200.00			
			TOTAL \$200.00			

NORTH MARIN WATER DISTRICT CHECK REQUEST




PAYEE DENNIS RODONI	DATE <u>2 7 14</u>
P.O. Box 872	<u> / / </u> (TODAY'S DATE)
Pt. Reyes Station, CA 94956	AMOUNT: \$200.00

I attended the WAC-TAC meeting in Santa Rosa on 2 3 14
(NAME OF MEETING OR WORKSHOP) (DATE OF MEETING)

and wish to be compensated as provided under the Board Compensation Policy.


SIGNATURE

CHARGE TO: 56001-01-11

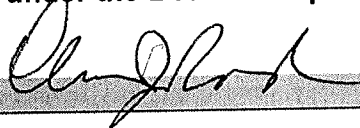
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NORTH MARIN WATER DISTRICT CHECK REQUEST

PAYEE DENNIS RODONI	DATE <u>2 25 14</u>
P.O. Box 872	(TODAY'S DATE)
Pt. Reyes Station, CA 94956	AMOUNT: \$200.00

I attended the Sonoma Board of Supervisors Meeting on 2 25 14
43 NAC Chair (NAME OF MEETING OR WORKSHOP) (DATE OF MEETING)

and wish to be compensated as provided under the Board Compensation Policy.



 SIGNATURE


CHARGE TO: 56001-01-11

DISPOSITION OF CHECK

MAIL TO PAYEE
 HOLD FOR _____
 OTHER:
ACH PAYMENT

APPROVED TO PAY BY

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 REV. 0213

Prepared By	Accounting Review	POST DATE	Vendor No.	 <small>NORTH MARIN WATER DISTRICT</small>
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Invoice Number (CK Req ID)		Invoice (CK Req) Date	Invoice (CK Req) Amount	
CKRQ			\$200.00	
NMWD Comment				
TOTAL				
				\$200.00

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NORTH MARIN WATER DISTRICT CHECK REQUEST

PAYEE JOHN SCHOONOVER	
1160 Rosalia Drive	DATE <u>2/6/14</u> (TODAY'S DATE)
Novato, CA 94947	AMOUNT: \$200.00

I attended the NBWRA on 1/27/14
(NAME OF MEETING OR WORKSHOP) (DATE OF MEETING)

and wish to be compensated as provided under the Board Compensation Policy.

[Signature]
SIGNATURE

CHARGE TO: 56001-01-11

<p>DISPOSITION OF CHECK</p> <p><input checked="" type="checkbox"/> MAIL TO PAYEE</p> <p><input type="checkbox"/> HOLD FOR _____</p> <p><input type="checkbox"/> OTHER _____</p> <p style="text-align: center;"><u>[Signature]</u> APPROVED TO PAY BY</p> <p><small>T:\FORMS\CHECK REQUEST FOR BOARD.DOC REV. 0213</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; padding: 2px;">Prepared By <u>[Signature]</u></td> <td style="width: 20%; padding: 2px;">Accounting Review</td> <td style="width: 20%; padding: 2px;">POST DATE <u>2/14</u></td> <td style="width: 20%; padding: 2px;">Vendor No. SCHO01</td> <td style="width: 20%; text-align: center; padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;">Invoice Number (CK Req ID) <u>CKRQ 020614</u></td> <td style="padding: 2px;">Invoice (CK Req) Date <u>2/6/14</u></td> <td colspan="3" style="padding: 2px;">Invoice (CK Req) Amount <u>\$200.00</u></td> </tr> <tr> <td colspan="5" style="padding: 2px;">NMWD Comment</td> </tr> <tr> <td colspan="5" style="height: 40px;"></td> </tr> <tr> <td style="padding: 2px;">Job Number</td> <td style="padding: 2px;">GL Account</td> <td colspan="3" style="padding: 2px;">Amount</td> </tr> <tr> <td></td> <td style="text-align: center;"><u>56001-01-11</u></td> <td colspan="3" style="text-align: center;"><u>\$200.00</u></td> </tr> <tr> <td colspan="2"></td> <td colspan="3" style="text-align: center;">TOTAL</td> </tr> <tr> <td colspan="2"></td> <td colspan="3" style="text-align: center;">\$200.00</td> </tr> </table>	Prepared By <u>[Signature]</u>	Accounting Review	POST DATE <u>2/14</u>	Vendor No. SCHO01		Invoice Number (CK Req ID) <u>CKRQ 020614</u>	Invoice (CK Req) Date <u>2/6/14</u>	Invoice (CK Req) Amount <u>\$200.00</u>			NMWD Comment										Job Number	GL Account	Amount				<u>56001-01-11</u>	<u>\$200.00</u>					TOTAL					\$200.00		
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DISBURSEMENTS - DATED MARCH 13, 2014

Date Prepared: 3/11/14

The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:

Seq	Payable To	For	Amount
P/R*	Employees	Net Payroll PPE 2/28/14	\$113,644.30
EFT	US Bank	Federal & FICA Taxes PPE 2/28/14	48,613.37
EFT	State of California	State Taxes & SDI PPE 2/28/14	8,521.32
1	Able Tire & Brake	Tires (4) ('03 Dodge Dakota \$296 & '03 Chevy C1500 \$317)	613.66
2	Allied Electronics	RTU Parts	493.38
3	Arendell, Tony	Exp Reimb: Initial Engineering Contractor's License (\$675) (Budget \$370) & Snack for Safety Meeting	718.78
4	Ashburn, Gene	Novato "Toilet Rebate" Program	200.00
5	Athens Administrators	Replenish Workers Comp Account (\$5,345) (Bynum & Cilia) & Medical Review (\$1,153)	6,498.68
6	Atherton Associates	Annual Reimbursement Program: Atherton Estate	749.99
7	AT&T	February Internet Service @ PRTP	70.00
8	AT&T	Telephone Charges: Leased Lines	650.00
9	Bentley, David L.	Exp Reimb: February Mileage, Parking & Registration - State of the City (\$10)	170.80
10	Berjog Properties	Novato "Toilet Rebate" Program	294.00
11	Bold & Polisner	AEEP Caltrans Reimb B3 (\$463), Brown Act (\$53), FPPC Filings (\$70), Gallagher Pipeline (\$18), MMWD Interconnection Agreement (\$2,016), Office Relocation (\$55) & RW Expansion Central Financing (\$56)	2,731.50
12	Branch, Cathy & John	Novato "Toilet Rebate" Program	200.00
13	Broadbent, Francis	Novato "Toilet Rebate" Program	100.00
14	Building Supply Center	Bolts, Washers, Nuts & Drill Bit	12.53

Seq	Payable To	For	Amount
15	Calpico	Grounding Clamps (350)	1,106.35
16	CalPERS Retirement System	Pension Contribution PPE 2/28/14	47,984.88
17	Camino Ramon Associates	Refund Excess Advance for Construction Over Actual Job Cost-Canyon Green	29,062.07
18	Centrisys	Conveyor Trough Liners (6) (STP)	1,493.21
19	CGC Properties	Annual Reimbursement Program: Cherryhill Pipeline Phase 2 & Extension	7,133.19
20	Cobblestone Homes	Annual Reimbursement Program: Tamalpais Hill Subdivision	1,782.67
21	Cole-Parmer Instrument	Goggles (6) (STP)	82.42
22		Cafeteria Plan: Uninsured Medical Reimbursement	102.60
23	Dell Computers	Monitors for New PC's @ STP (4)	662.41
24	Desser, James	Novato "Toilet Rebate" Program	200.00
25	Electrical Equipment	Emergency Generator Connection for Olema & PRE Pump Station	520.77
26	ENR	Subscription Renewal (McIntyre) (2/14-2/15) (Budget \$90)	87.00
27	Fisher Scientific	pH /D.O. Probe (\$587) & Electrode (\$442) (STP)	1,029.34
28	Gale, Diane L.	Refund Alternative Compliance Reg 15 Deposit	630.00
29	Golden Gate Petroleum	Gasoline (\$3.59/gal)	535.59
30	Hardy Diagnostics	Nutrient Agar & Medium (Lab)	240.10
31	Hertz Equipment Rental	Dump Truck Rental (1/13/14-2/11/14)	1,362.50
32		Cafeteria Plan: Uninsured Medical Reimbursement	16.00
33	Krayer, Ed	Novato "Rainwater Harvesting" Rebate	150.00
34	Lehman, Barbara & Joe	Annual Reimbursement Program: Lehman Land Division	314.67

Seq	Payable To	For	Amount
35	Lingenfelter, Carl	Novato "Toilet Rebate" Program	100.00
36	Marin Landscape Materials	Concrete (1/4 yd) (\$71), Wood Chips (2 yds) & Sand (2 yds) (\$74)	196.75
37	Marion Heights Development	Annual Reimbursement Program: Marion Heights	1,134.75
38	McCall, Lisa	Novato "Toilet Rebate" Program	100.00
39	McMaster-Carr Supply	Signal Wire (250') (2)	128.26
40	Millikin, Nina	Novato "Toilet Rebate" Program	200.00
41	Nave Motors	Towing Services (2) ('05 Honda Civic) (Smith Ranch Road to Yard & Yard to Petaluma)	205.00
42	New Pig	Chemical Gloves (60) (\$285) & Roof Leak Diverter (\$65) (STP)	350.72
43	No American Lake Management Society	Annual Dues (3/14-3/15) (Stompe) (Budget \$110)	110.00
44	North Marin Auto Parts	Shop Rags (40 lbs) (\$90), Wire Protector, Toggle Switch, Fuse Holder, Oil Filters (6) (\$45), Air Filters (4) (\$104), Wiper Blades (6) (\$90), Hazard Light Flasher, Nitrile Gloves (600) (\$117), Trans Filter Kit, Spark Plugs (17) (\$100), Motor Oil (21 qts) (\$84), Trans Fluid (7 qts), Belts, Spray Paint, Spark Plug Wire Set (\$59), Valve Stem Extensions (2), Toggle Switch, Hose Clamps (2) & Battery Switch (\$49)	860.67
45	North Bay Gas	Oxygen Tank Refill (\$83), Carbon Dioxide, Heat Resistant Gloves & February Cylinder Rental (\$117)	279.99
46	Novato Community Partners	Annual Reimbursement Program: Point Marin Ph II & III	1,904.54
47	Novato Builders Supply	Nails, Lumber (\$146), Roof Flashing, Trim Board & Rebar	194.38
48	Pace Supply	3/4" Coupling (\$376) (19), Gate Valves (4) (\$3,104), Elbows (2) (\$282), Valve Box (\$126), Adaptors (2) (\$235), PVC Pipe (1,100) (\$10,148), Plugs (11), Check Valve, Double Check Valve, Tracer Wire (\$491) & Box Lids (12) (\$183)	15,129.18

Seq	Payable To	For	Amount
49	Pacific Power Services	Generator Muffler & Clamp (O.M.)	861.54
50	Pesticide Applicators' Professional Association	Pesticide Application Seminar in Petaluma on 4/3/14 (Stafford)	80.00
51	Peterson Trucks	Fitting for Air Brake Line	40.79
52	PG&E	Replacement Check (Lost in Mail) for Refund of Security Deposit on Hydrant Meter Less Final Bill	680.76
53	Pini Hardware	Rivets (2), Building Wire for Generator Connections (\$158) (500'), Bolts, Faucet Repair Parts (Lab), Spray Paint, Muriatic Acid, Hardware Supplies, Caulk, Caulk Gun, Hose for Sink Faucet, Electrical Supplies (\$78), Photoelectric Sensor Battery, Roof Patch, Forklift Safety Latch, Paint & Supplies (\$47) (Apartment)	510.66
54	Revoir, James	Refund Excess Advance for Construction Over Actual Job Cost -Upsize to 1" Meter @ 649 Plum St	683.05
55		Cafeteria Plan: Childcare & Uninsured Medical Reimbursement	456.35
56	Ross, Maryann	Novato "Cash for Grass" Program	400.00
57	Schoepp Construction	Annual Reimbursement Program: Oak Park Estates	214.59
58	Shapiro, Jack	Annual Reimbursement Program: Channel Drive Main Extension	237.50
59	Shea Homes	Annual Reimbursement Program: Point Marin (aka Rafael Village) Phase 1	93.07
60	Shirrell Consulting Services	March Dental Insurance Administration Fee	288.15
61	Shirrell Consulting Services	February Dental Expense	5,223.60
62	SPG Solar	Energy Delivered Under Solar Services Agreement (2/1/14-2/28/14)	6,251.24
63	St James Napa Development	Reimb Prog Somerston Park	58.73
64	Thomas Scientific	Nitrile Gloves (20) (Lab)	178.29

Seq	Payable To	For	Amount
65	United Parcel Service	Delivery Service: Sent Gas Monitor for Repair & Gallagher Well Pipeline Plans & Specs	81.56
66	USA BlueBook	Chemical Jug (for Storing & Transportation) (STP)	339.93
67	Verizon California	Telephone Charges: Leased Lines	786.22
68	Verizon Wireless	Cellular Charges: Data (\$113), Airtime (\$127) & Replacement iPhone (\$40) (Stompe)	280.00
69	Wells Fargo	Annual Reimbursement Program: Wells Fargo (Whole Foods)	586.19
70	Wilson, Scott	Refund Excess Advance for Const Over Actual Job Cost- Upsize to 1" Meter @ 5 Borges Ct.	266.56
71	Yates-Alvarez, Helen	Novato "Washer Rebate" Program	50.00
		TOTAL DISBURSEMENTS	<u>\$318,321.10</u>

The foregoing payroll and accounts payable vouchers totaling \$318,321.10 are hereby approved and authorized for payment.


 Auditor-Controller


 Date


 General Manager


 Date

MEMORANDUM

To: Board of Directors
From: Nancy Williamson – Sr. Accountant
Subj: Reimbursement Program 2013
t:\finance\reimb program\reimbmemo2012.doc

March 14, 2014

RECOMMENDED ACTION: Information Only

FINANCIAL IMPACT: \$14,210 Reimbursement Payment to Developers

Regulation 30 (attached), Reimbursement for Extension of Pipelines that Benefit Others, allows developers to receive reimbursement for pipelines they are required to install which are not within the developers property. Reimbursement eligibility is determined by the District prior to execution of the Water Service Agreement, and is based upon the benefit to be derived from other potential users of the extended pipeline. The reimbursement entitlement is available only for installation of six-inch diameter pipeline and larger, and the first one hundred feet of said pipeline and fittings are not eligible for reimbursement.

Regulation 30 provides that each year following the first full year after completion of the extension, the District pays to each developer having a reimbursement entitlement a pro-rata share of all Reimbursement Fund Charges (\$1,055 in Novato and \$4,950 in West Marin for each 1" residential meter installed in 2013) held by the District in its Reimbursement Fund Account. Reimbursement Fund Charges received and reimbursement entitlements are accounted for separately for the Novato and West Marin Service Areas (the current year schedule is attached). A developer's reimbursement entitlement expires upon payment thereof by the District in full without interest, or on the tenth year of payment, whichever occurs first.

There were twelve participants in the Novato Reimbursement Program in 2013 representing \$1,534,742 in original reimbursement entitlements. We collected \$14,210 in Reimbursement Fund Charges during calendar year 2013 (versus \$8,200 in 2012) and that total was applied against the remaining reimbursement obligation of \$1,008,835 leaving a zero balance in the Reimbursement Fund Account. After this year's payment there remains an outstanding entitlement balance of \$994,625 in Novato.

There were two participants in the Reimbursement Program for West Marin in 2013 representing \$216,183 in original reimbursement entitlements. The remaining reimbursement obligation of \$158,871 at the end of calendar year 2013 remains unchanged as the District did not collect any West Marin Reimbursement Fund Charges during calendar year 2013.

NORTH MARIN WATER DISTRICT

REGULATION 30

REIMBURSEMENT FOR EXTENSION OF PIPELINES THAT BENEFIT OTHERS

a. Reimbursement Entitlement for Off Tract Pipelines

The Reimbursement Entitlement for pipelines paid for by the Applicant but not within the Applicant's property shall be based upon the benefit to be derived by other potential users of said pipelines as estimated and determined by the District in its sole discretion. Reimbursement Entitlement will be considered only for pipelines and fittings of six-inch diameter and larger. The first one hundred feet of said pipelines and fittings except for the oversized portion are not eligible for Reimbursement Entitlement. In determining the Reimbursement Entitlement any pipeline footage traversing land in other water service zones or paralleling an existing water main shall not be considered eligible for reimbursement unless the District determines that such footage can reasonably be expected to be of benefit to abutting lands. The maximum Reimbursement Entitlement shall not exceed the maximum potential benefit to be derived by other users of the facilities paid for by the Applicant as determined by the District in its sole discretion.

b. Reimbursement Payments

In January of each year following the first full year after completion of the extension, the District will pay to each Applicant having a Reimbursement Entitlement, a portion of the total amount of Reimbursement Fund Charges established by Regulation 1.c. and received by the District from Applicants located within the same service area during the previous calendar year. Said portion shall be determined by multiplying said total amount of Reimbursement Fund Charges received by the quotient obtained by dividing the Applicant's unexpired reimbursement entitlement by the total of all unexpired reimbursement entitlements within the same service area. For the purpose of this Regulation, the Point Reyes and Paradise Ranch Estates Service Areas shall be considered one service area called the West Marin Service Area. Reimbursement Fund Charges received and unexpired Reimbursement Entitlements shall be accounted for separately for the Novato and West Marin Service Areas.

c. Expiration of Reimbursement Entitlement

The Applicant's unexpired Reimbursement Entitlement for a given year shall be determined by subtracting all prior reimbursement payments made to said Applicant from said Applicants' Reimbursement Entitlement. An Applicant's Reimbursement Entitlement shall expire and become invalid upon payment thereof by the District in full without interest, or on December 31 of the tenth year of payment on account thereof pursuant to Regulation 30.b. whichever shall first occur.

d. Acknowledgment of Necessity

Anyone who pays, deposits or agrees to pay all or part of the cost of any extension or improvement of the District's Water Distribution system hereby acknowledges that such extension or improvement is necessary and reasonable and releases the District from any liability based on a claim that a determination made by the District pursuant to Regulation 21 is or was unnecessary or unreasonable.

e. Assignment of Reimbursement Entitlement

The District will not recognize any assignment or attempted assignment of a Reimbursement Entitlement unless the assignment is in a form satisfactory to and approved in writing by the District and is signed and

acknowledged by the assignor. The District will furnish forms of assignment on request. Except with the prior written approval of the District, no assignment of a Reimbursement Entitlement shall be effective until the first payment thereon from the reimbursement fund is paid or payable.

f. Liens of Reimbursement Entitlement

The District shall have a lien upon all money payable as a Reimbursement Entitlement for any indebtedness to the District of the holder of said entitlement. The District may exercise said lien without notice by transferring the appropriate amount from Reimbursement Fund Charges paid to the District at the time annual reimbursement payments are made.

g. Non-Applicability

This Regulation 30 shall not apply to extension or construction of recycled water facilities. The District may, however, enter into reimbursement arrangements for recycled water systems it deems reasonable and fair on a case by case basis.

BOD MISC
Ryan

The Press Democrat

Petaluma joins call for water conservation

By LORI A. CARTER THE PRESS DEMOCRAT on March 4, 2014, 5:07 PM

Petaluma is joining several other cities in Sonoma County by adopting a goal to voluntarily reduce citywide water use by 20 percent.

Despite some welcome rains locally, the regional drought continues. Gov. Jerry Brown signed a package of drought-relief efforts Saturday, which includes \$1 million toward a public awareness campaign to inform residents how to better conserve water.

Sonoma County also has been promoting its regional water-saving program. In January, Petaluma Public Works Director Dan St. John updated the council on the city's water supply system, including its ground water wells, which are generally for emergency use.

Petaluma buys most of its water from the Sonoma County Water Agency, but it also has 10 wells that could provide about 40 percent of local water needs if the county curtailed its water deliveries in a prolonged drought.

He said at the time the city was meeting its usage goals and shouldn't begin urging residents to cut back yet.

But after the governor's drought declaration and a continued sense of urgency about local water supplies, St. John said Monday that Petaluma will begin to pursue the 20 percent conservation goal. Several other cities have done the same, including Santa Rosa, Windsor and Cotati.

Should the drought situation worsen, mandatory saving measures could kick in, as well as higher rates for heavy users, he said.

For now, he said Petaluma residents are being asked not to irrigate landscaping.

"We're basically asking people very sternly to voluntarily not do any irrigating outside," he said. "That is where the biggest bang for the buck is with water conservation."

Still, St. John cautioned that authorities shouldn't force the conservation message too quickly and too strongly.

"We are concerned about burnout," he said. "If we go mandatory too soon, then what's going to happen come May, June, July with our customers? Are they going to be completely burned out?"

Mayor David Glass said he has heard concerns from residents who have made conservation a habit. "They're concerned that because they've done the right thing ... through conscientiousness at home, that there's very little cushion for them to cut back," he said. "They're starting to consume — to drive their usage up — so they can get back down under the 20 percent."

Glass cautioned that the 20 percent goal is citywide, not per customer.

St. John said the city will revisit water savings plan in spring.

(You can reach Staff Writer Lori A. Carter at 762-7297 or lori.carter@pressdemocrat.com.)

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The Press Democrat

Man's effect on Russian River's mouth studied

By MARY CALLAHAN THE PRESS DEMOCRAT on March 6, 2014, 6:24 PM

A crumbling rock and concrete jetty largely buried and forgotten beneath the sand at the mouth of the Russian River has become the focus of renewed interest amid studies to determine its impact on the adjacent estuary.

No one knows, for instance, how deep the remnants of the 84-year-old jetty and adjoining seawall extend below the mutable surface of Goat Rock State Beach, nor how they affect the shifting sands and mingling of salt and fresh water where the river meets the sea.

But that's expected to change.

A series of geophysical tests that began Wednesday and are scheduled to extend into next week are aimed at resolving some of the mysteries of the historic structures and how they interact with environmental forces at the river's end in Jenner, the Sonoma County Water Agency said.

Scientists from Lawrence Berkeley National Laboratory and elsewhere plan to use high-tech gadgetry, including ground-penetrating radar, to build a picture of subsurface structures left behind by failed attempts to tame the sea with more than 100,000 tons of stone carved from Goat Rock, as well lumber and steel.

The overall effort is intended to provide information that will help the Water Agency and other entities optimize fish habitat in the estuary, where threatened steelhead trout spend their summers, senior environmental specialist David Cook said.

In particular, biologists want to know how much fresh and saltwater seepage goes on beneath the surface of the sand and gravel spit that encloses most of the estuary and how it might affect the volume and salinity of the water within.

They also want to understand the extent to which the jetty — a failed attempt to keep the mouth open for transit by gravel barges decades ago — still affects the natural dynamics that might otherwise close the outlet all summer long.

“At this point, much of the structure is buried, so we really have to go off of what documentation there was for the construction of the jetty, which there's not a whole lot of,” said Chris Delaney, senior engineer with the Water Agency. “Since we can't see much of it, because it's buried in the sand, we have to turn to other methods to really get a better picture of what the composition of the jetty is.”

There are no plans currently to destroy or modify the jetty, but it may be that the studies indicate that's appropriate, agency personnel said.

The jetty project was begun in 1924 with the opening of the quarry at Goat Rock and construction of a narrow-gauge rail system to transport stone 3,500 feet up the beach to the point where the eventual stone jetty abruptly angled left and out toward sea.

The jetty itself was completed years later, its foundation built into excavated sand to a depth of perhaps

16 feet and with a height of about 17 feet, according to historical documents.

The money put forward by businesses ran out before the jetty was complete. The state later became involved, in part to keep the passage open for migrating fish. Ensuing periods of construction and reinforcement continued until 1948 but never managed to beat back the forces of nature, Cook said. The manmade structures fell apart, subsided, degraded and were largely buried.

A portion of the concrete covered jetty still remains visible, as do several hillocks of enormous rock chunks, a few wooden posts and two lengths of rusted and pitted railway.

But how much material remains under the surface is largely unknown, Delaney and Cook said.

“I think it’s likely that what you see is literally the tip of the iceberg,” Cook said, “so there’s probably a lot of rock there, and that’s one of the reasons we’re doing the jetty study, because we really don’t know.”

The studies are required under the 2008 Russian River Biological Opinion, issued by the National Marine Fisheries Service, which dictates changes in flood control and water supply operations by the Water Agency and the Army Corps of Engineers. The goal is to mitigate effects on steelhead and coho salmon, which are listed under the federal Endangered Species Act.

Biologists already have determined that the goal, as much as possible, should be to maintain a freshwater lagoon behind the sandbar that builds up naturally over time, closing the river off from the ocean for much of the summer.

The idea is to promote a habitat that allows aquatic invertebrates to flourish, as they form the primary diet of young steelhead, permitting the fish to bulk up and improve their chances at survival once they head out to sea, Cook said.

Studies also highlight the benefit for fish of maintaining a high water level and limiting saltwater intrusion into the estuary.

The Water Agency has altered the frequency and method it uses to occasionally breach the natural sandbar that from time-to-time closes the mouth.

But it may be that the jetty, though a failure at maintaining a navigable boat channel, is also keeping the mouth of the river from migrating south and pinching off each year as happens at other estuaries on the coast, Delaney said.

“A part of the study is to look at alternatives, but basically, at this point there’s no funding source identified to actually implement any project,” Delaney said. “It is just a study.”

Visitors are welcome to continue using the beach while the studies are under way, the agency said.

The harbor seal population that uses the beach as a haulout is being monitored while the work goes on under a federal permit, agency personnel said.

(You can reach Staff Writer Mary Callahan at 521-5249 or mary.callahan@pressdemocrat.com.)

A crumbling rock and concrete jetty largely buried and forgotten beneath the sand at the mouth of the

Drought: Time to change Lake Mendocino rules?

By TIFFANY REVELLE Ukiah Daily Journal

Updated:

UkiahDailyJournal.com

Drought: Time to change Lake Mendocino rules?

Ukiah Daily Journal

What's being called California's worst drought in decades has spurred a bill that could compel the U.S. Army Corps of Engineers to rethink the way it runs the Coyote Valley Dam, and how much water can be stored in Lake Mendocino throughout the year.

The Corps runs the dam between November and April based on a decades-old formula -- called a rule curve -- which, according to local officials, doesn't allow Lake Mendocino to store enough water to ensure a steady supply the rest of the year, but instead releases any water above a flood control limit established more than 50 years ago.

"The rule curve is roughly 50 years old at the Coyote Valley Dam, so the whole release schedule at Lake Mendocino is based on science that old," said spokesman Paul Arden of Congressman Jared Huffman's office. "The releases this summer exacerbated the drought conditions there."

Huffman last month introduced HR 3988, called the "Fixing Operations of Reservoirs to Encompass Climatic and Atmospheric Science Trends Act" (commonly called the "Forecast Act"). The bill would give the Corps three years to do a study to find better ways to operate any of the reservoir projects it runs nationwide at the behest of local entities, according to Huffman's office.

The Corps runs the Coyote Valley Dam during flood control season (November through April) using a formula and graph drawn in 1959.

Based on the graph, called a rule curve, Lake Mendocino can have no more than 72,300 acre-feet in it during those months. (An acre-foot is the amount of water needed to flood an acre of land under a foot of water.) Storage can be ramped up again by April 20 to allow the lake to be at its capacity of 91,000 acre-feet.

The problem with Corps 's 55-year-old formula is that any rainfall prior to November, along with any water released into the lake from the Potter Valley Diversion from the Eel River before April, has to be released over the dam into the Russian River, according to Russian River Flood Control and Water Conservation District General Manager Sean White. That means no matter how much rain falls during flood control season, none of it can be stored.

The bill would allow local sponsors for any of the reservoirs the Corps operates nationwide to request that the Corps update its operating manual for the reservoir based on modern science and weather forecasting, and give it three years to complete a study. As one of the

local entities that contributed to the cost of building the dam, the Russian River Flood Control District is a sponsor.

White says that had the Corps used weather forecasting to gage its releases during the 2012-2013 flood control season, the rainfall that year could possibly have been stored. Instead, it was released downstream, and, in the absence of further rainfall, the water level sunk below the 72,300 acre-foot flood control line. Lake Mendocino hasn't even risen to that level since December 2012, according to White.

The Forecast Act, if it passes, could mean the Corps would schedule releases over the dam based on a "rolling five-day forecast," he said.

Not only does the weather change from year to year, but so has the amount and timing of water released to Lake Mendocino from the Eel River in Potter Valley, and the demand on the reservoir from users in Mendocino County and northern Sonoma County.

"I use the analogy of the lake as your bank account," White said. "Your revenue could change, and your expenses could change, but if you never changed your budget, you probably have a pretty lousy budget that looks a lot like the reservoir (Lake Mendocino) does today."

White reported to the Mendocino County emergency drought ad-hoc committee last week that he had met with state representatives and the Army Corps of Engineers for a tour of the dam on Feb. 24.

"I was just really trying to convey the message that, with all of the inputs changing the system, from the changes in Potter Valley to the multiple changes we've had to the release schedule, the only thing that's never really changed is the piece in the middle, which is how the reservoir is run," he said.

The Corps 's current manual for the Coyote Valley Dam does allow changes during drought conditions, but the Corps "can be difficult to work with," according to Mendocino County 1st District Supervisor Carre Brown, who chairs the ad-hoc committee.

White said the purpose of the meeting was to discuss updating the Coyote Valley Dam water release schedule based on modern science and current conditions, either through Huffman's bill or by other means.

"It became very, very clear that they don't really see any need or reason to do that," White said of the Corps staff. "They were red-faced and insistent that, even though the rule curve was drawn in 1959, it's still ... the best technology available today, which ... with the backdrop of an empty reservoir, was sort of a tough pill, I think, for everyone present to swallow."

While flood control has traditionally taken a front seat in the operations at the dam, he said, Huffman's bill could bring balance between that and the questions of water supply and recreation.

"Everything the operation was predicated on is changed ... every single piece of it except the rule curve itself," White said. "But at the end of the day, their insistence was so nonsensical that it ... almost made our point for us."

The Forecast Act was introduced Feb. 4 to the House's Transportation and Infrastructure Committee, and was referred the next day to the Subcommittee on Water Resources and Environment. The next step for the bill is a hearing before the subcommittee, which has yet to be scheduled.

Tiffany Revelle can be reached at udjtr@ukiahdj.com, on Twitter and Tout @TiffanyRevelle or at 468-3523.

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News briefs

Seashore elk population drops

A drastic drop in the tule elk population in the Point Reyes National Seashore last year was likely the consequence of pitiful rainfalls in 2013, which depleted available forage and water, according to the National Park Service. Overall, the numbers dropped from 700 elk in 2012 to under 504 last year. But different herds suffered varying losses; the herd at Tomales Point declined 34 percent, from 540 to 357 animals, while a smaller herd in the Limantour wilderness dropped by 25 percent. One herd at Drakes Beach, which has frustrated some ranches and dairies by lapping up water and eating grasses used to graze cattle in the pastoral zone, actually grew from 66 to 76 elk. Seashore biologists have also been filling ponds and restoring grasslands on nearby defunct ranches to draw elk away from working ranches. Last September, the Point Reyes Seashore Ranchers Association asked the park to move these elk back to the Limantour wilderness, a request they made many times over the last decade, but the park has said its management policies preclude their relocation. — *Samantha Kimmey*

Nicasio weighs supplemental tank

Within the next month a group of Nicasio residents could embark on the con-

struction of a community water tank that would boost the community's resiliency to drought. About 70 people gathered on Thursday at Rancho Nicasio over glasses of wine and beer to discuss potential solutions to water problems that well-dependent locals sometimes endure (it was a meeting one attendee called the biggest gathering of the town in years). Eric Blantz and Patrick McDonnell, the two directors on the Nicasio Land Owners Association spearheading the project, organized the meeting to present ideas and gauge interest in a voluntary system. The proposed tank would likely be filled with 200,000 gallons of certified potable water per month by a private water hauler, and would cost \$20,000. Participating residents would pay to truck water from the tank to their homes. The audience presented some as-yet unanswered questions: would such a system trigger stringent state regulations for drinking water? Would residents with greater water needs contribute more to finance the system? Everyone in town uses wells, but because much of the underlying geology is not adept at holding water, many people occasionally truck additional water in. So far they have been able to do so individually. But one primary trucker for Nicasio, Bill Pardini Trucking, is buying water from North Marin Water District; if the district implements water use restrictions for customers on April 1, it would have to cut off the private hauler. A community solution, organizers said, would offer more security and allow them to source water from greater distances, an expensive proposition for a single home. Five more inches of rain at Kent Lake would bypass the trigger for the water district's restrictions, but organizers hope people will

commit to the project even if the current drought ends, since the underlying limitation of wells will remain. — *S. Kimmey*

Governor to run for reelection

Governor Jerry Brown seems to be enjoying breaking records. In 1975, he became the youngest person to lead the Golden State, and after three failed runs for the presidency and two terms as Oakland's mayor, Mr. Brown returned to the job in 2011 as the oldest governor. With the start of his campaign last Thursday for an unprecedented fourth term—a victory that seems all but guaranteed—he could break another record: if he wins, he will become the state's longest-serving governor. "I've lived here my whole life," Mr. Brown said in a statement. "I love this state and I will do my utmost to enable California to keep faith with its past and pave the way for a future as bold as our forebears would expect." With a self-described "insider's knowledge but an outsider's mind," the 75-year-old Democrat has earned a reputation as an eccentric yet pragmatic statesman who has shown his preference for efficiency over ideology in his leadership on the budget, public employee pension reform and immigrant rights. Mr. Brown's announcement was not unexpected: he has already accumulated \$17 million in campaign cash for a race against two little-known Republicans. Neel Kashkari, a former United States Treasury official who lives in Orange County, criticized the governor for neglecting jobs and education while he "focused on a \$67 billion vanity project," the "crazy train." Assemblyman Tim

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LOCAL BRIEFS

Sanitary District appoints new manager

The Board of Directors of Novato Sanitary District announced that Beverly James will be retiring from her position as Manager-Engineer on March 31. Her successor will be Sandeep Karkal, currently deputy manager-engineer.

James was hired in 2000, and served as head of Technical Services until her appointment as manager-engineer in 2004. Her tenure is marked with a number of significant accomplishments, notably; she oversaw the successful planning, design, construction and start-up of the district's new state-of-the-art wastewater treatment and water recycling plants. She also led the implementation of the District's innovative food-waste recycling program in association with its solid waste franchisee, Novato Disposal. Under her tenure, the District established zero waste goals with contractual targets for systematically decreasing the amount of waste going to landfills without impacting customer rates. On the environmental front, James played a key role in working with North Marin Water District and other region-

al partners to develop recycled water, which is especially beneficial to Novato during this time of drought. During her decade or so of service, environmental compliance was raised to a very high level and energy use was reduced.

Karkal has more than 25 years of experience in the water and wastewater industry including nine years as deputy manager-engineer. During his time at the district, he was the project manager for the successful \$110 million wastewater upgrade project, the recycled water project, the replacement of 16 pump stations, and extensive sewer system improvements. Karkal also supervised the operation of the treatment, collection, and laboratory departments, all of which increased efficiency and quality under his supervision.

Novato Clean and Green Day

Registration is open for Novato Clean and Green Day on Saturday, April 26 from 9 a.m.-noon. Volunteers will meet at the Novato Civic Green, next to Novato City Hall, located at 901 Sherman Ave.

Since 1995, Clean and Green Day has joined Novato neighbors to clean up the town and provides litter bags and safety vests, as well as instructions and a site to work on. Please bring gloves and wear sturdy shoes, a hat and sunscreen.

To sign up, call (415) 899-8244 (voice-mail) or register online. Groups of five or more can pre-register online or call. To learn more about this and year-round activities to keep Novato beautiful, visit novatostreetscape.com.

City launches regional BioLife Campaign

The Buck Institute, city of Novato, Novato Chamber of Commerce and the Marin Economic Forum hosted a reception Feb. 27 for 120 invited business, community and bioscience industry leaders to release a report on the "State of the Bioscience Industry in Marin County and Novato," and to introduce the marketing team, Chempetitive Group, selected to lead the \$1.5 million three-year bio/life marketing and recruitment campaign for the city and its regional partners.

See BRIEFS A5

LETTERS TO THE EDITOR

All letters submitted to Marinscope Newspapers for publication must be typed and include the author's name, address and telephone number. Names may be withheld at the editors' discretion. We reserve the right to print all or parts of letters submitted, and to edit letters as we deem appropriate. Letters submitted may be used in print or digital form in any publication or service offered by the publisher. Letters should not exceed 250 words in length. The deadline is Friday, 5 p.m. for the next week's issue. We prefer letters e-mailed to letters@marinscope.com. You can also fax letters to 415-897-0940. Letters can also be delivered at 3019 Grant Ave. in Novato, 94945.

Novato has been blessed with recent rains, and Novato Spirit's children have been showered with your generosity. Please accept our ecstatic gratitude! Your gifts literally change

so exercising is good for my respiration and lungs. Muscular endurance and flexibility is tested in class by our warm ups which are curl ups, push ups, jumping jacks, and practicing

to the time and attention available to you and may even affect the trip to Disney World you were promised when you learned to use the potty. The technical grownup term for this new family dynamic is *competition*.

What's happening? Your parents need more room because all 36 pounds of *you* is taking up an entire *bedroom*, which means they have to sleep on the couch when Gummy comes. The house is a mess because *you* have more Barbie furniture than your parents have real furniture, and they have no time to themselves because *you* demand all of *their* time all of *the* time.

Ironically (which means it shouldn't be true, but it is anyway), this is the time when parents start to think about another child. After the birth of a child, parents go through what psychologists call the "Tunnel of Denial."

For three years, they have denied that the little eating, pooping, crying machine they sired is anything more than a fancy doll. However, once you started talking, they were forced to accept that you are going to grow up into an adult and that they are going to be responsible for any damages you cause until you move out of the house, which may be never.

There are a few reasons you might want a baby sibling. First, you'll have someone to do the chores mom has assigned to you. Second, you'll have someone to point the finger at when you do something bad.

If you want a baby brother or sister, that's fine (No, you can't choose which. Even your parents can't do that and they went to college.) This is entirely your decision. As your grandfather, my job is to provide you information.

You can, however, nip this new baby nonsense in the bud by:

a) *Screaming* - Most doctors will tell you that the terrible twos are just kids trying to convince their parents

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