Date Posted: 7/13/2012



### **NORTH MARIN WATER DISTRICT**

AGENDA - REGULAR MEETING
July 17, 2012 – 7:30 p.m.
District Headquarters
999 Rush Creek Place
Novato, California

Information about and copies of supporting materials on agenda items are available for public review at 999 Rush Creek Place, Novato, at the Reception Desk, or by calling the District Secretary at (415) 897-4133. A fee may be charged for copies. District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Secretary as soon as possible, but at least two days prior to the meeting.

Est. Time	ltem	Subject
7:30 p.m.		CALL TO ORDER
	1.	APPROVE MINITES FROM REGILLAR MEETING July 3, 2012

- 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 w/Customer Service Questionnaire

### **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.

- 6. | Consent Approve Leveroni Creek Bank Repair Project Award Construction Contract
- 7. Consent Approve Miller Pacific Engineering Group- Consulting Services Agreement
- 8. **Consent Approve** Rising Sun Energy Center Water Use Survey Amendment

### **ACTION CALENDAR**

- 9. Approve: Marin Clean Energy Participation
- 10. **Approve:** Recycled Water Expansion to the South Service Area- Phase 2 Project Bid Advertisement
- 11. **Approve -** Recycled Water Expansion South Service Area- On-site Retrofit (Group 1S) Award Construction Contract

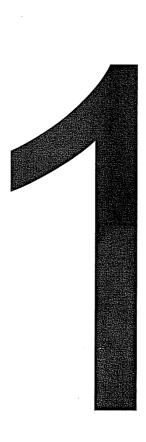
### 8:30 p.m. INFORMATION ITEMS

12. Point Reyes Well #3 Replacement - Updated Project Cost Analysis

All times are approximate and for reference only.

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

Est. Time	Item	Subject
	13.	MISCELLANEOUS Disbursements Residential Consumption 20-Year History Self-Insured Workers Comp - Status Report
		News Articles: Novato's \$6 million water recycling plant nears completion Low water levels reveal jetty at mouth of Russian River Turning Back Time Watershed Moment Spring rain means no water worries for Sonoma County California lawmakers postpone water bond 2014
	14.	<b>CLOSED SESSION:</b> Conference with Real Property Negotiator (David Bentley), regarding 15 Gustafson Court, Novato, CA (Government Code Section 54956.8).
9:00 p.m.	15.	ADJOURNMENT



1 2 3 4 5	DRAFT  NORTH MARIN WATER DISTRICT  MINUTES OF REGULAR MEETING  OF THE BOARD OF DIRECTORS  July 3, 2012
6	CALL TO ORDER
7	President Petterle called the regular meeting of the Board of Directors of North Marin Water
8 9	District to order at 7:30 p.m. at the Dance Palace, Point Reyes Station and the agenda was accepted as presented. Present were Directors Jack Baker, Rick Fraites, Dennis Rodoni and John
10	Schoonover. Also present were General Manager Chris DeGabriele, Secretary Renee Roberts,
11	Auditor-Controller David Bentley and Chief Engineer Drew McIntyre.
12 13	Three West Marin customers and District employees Robert Clark (Operations/Maintenance Superintendent) and Doug Moore (Construction/Maintenance Superintendent) were in the audience.
14	<u>MINUTES</u>
15	On motion of Director Baker, seconded by Director Schoonover and unanimously carried the
16	Board approved the minutes from the previous meeting as presented.
17	GENERAL MANAGER'S REPORT
18	General Manager Vacation
19	Chris DeGabriele advised that he will be on vacation beginning Wednesday, July 11 and will
20	miss the Board of Directors meeting on July 17. He further advised that David Bentley will be Acting
21	General Manager in his absence.
22	Oceana Marin Homeowners Association Meeting
23	Mr. DeGabriele stated that he will attend the Oceana Marin Homeowners Association semi-
24	annual meeting on Saturday, July 21 in Tomales and will provide an update on District activities in
25	Oceana Marin.
26	OPEN TIME:
27	President Petterle asked if anyone in the audience wished to bring up an item not on the
28	agenda and the following items were discussed:
29	A customer stated she was interested in information on salinity levels in the water. She
30	asked if ongoing tests are conducted and if there are studies that will predict sea level rise in the
31	next 20-30 years.
32	Mr. DeGabriele responded that the District performs on-going tests that monitors chlorides in
33	the water and also takes samples weekly to determine salinity levels. He said salinity is a concern

because the District wells are located in the tidal reach of Lagunitas Creek and salinity levels will increase and become more severe in the future. He stated that the District long-term plan is to relocate and construct a well upstream at the Gallagher Ranch, above the tidal reach, and hopefully, above the sea level rise influence of Lagunitas Creek. He said the Gallagher Well project is planned to begin in the next couple of years and that funding of the expensive project will be an issue.

### STAFF/DIRECTORS REPORTS

President Petterle asked if staff or Directors wished to bring up an item not on the agenda and there was no response.

### PUBLIC HEARING/APPROVE: WEST MARIN WATER FY 2012/2013 BUDGET 12-16

David Bentley presented for the Board's third review, public hearing and approval, the proposed FY 2012/13 West Marin Water Budget. He advised that since the last review \$25,000 was added to the Capital Improvements Budget for the Well #3 Replacement Project to cover costs of sealing the old well, plus electrical and crew costs, bringing the total budgeted project cost to \$165,000. Mr. Bentley stated that a 9% rate increase is proposed; 6% commodity rate increase for residential customers and 7% commodity rate increase for non-residential customers, plus a 25% increase in the bi-monthly service charge to \$25 for the typical customer with a 5/8 inch meter.

Mr. Bentley advised that a letter was mailed to all West Marin Water customers noticing the rate increase, rate protest procedures and invitation to tonight's meeting; two protest letters were received by mail prior to the meeting. He stated that another protest letter was received tonight from Bruce and Mark Larner.

Mr. Bentley reviewed the budget and stated that the major Capital Improvement Projects budgeted for the FY 2012/13 are \$400,000 to construct Phase 1 of the Point Reyes Treatment Plant Solids Handling Facility project and \$165,000 for the Well #3 Replacement. He advised that the budget incorporates the \$1M Bank of Marin loan to West Marin Water - \$250,000 of which will be used to repay Novato Water and \$700,000 will finance the construction of the Solids Handling Facility. He further advised that West Marin customers will be responsible for paying \$69,000 in annual debt service for the next 19.5 years to repay their share of the Bank of Marin loan. Mr. Bentley stated that operating expenditures are budgeted to increase 5% over FY 2011/12 primarily for maintenance of the new Gallagher streamgage.

President Petterle opened the public hearing.

Bruce Larner addressed the Board and stated that he submitted his letter of protest tonight. He said his water use is very conservative and his bill averages approximately \$25 and the service

charge will be more than his water use charge. He opined that the service charge should be based on water use rather than a flat rate.

Hearing nothing further, President Petterle closed the public hearing.

Director Rodoni stated that the Board has had a lot of discussion on raising the fixed charge realizes its impact on the low water user. He explained that the District's fixed costs are not covered by the commodity rates, and the Board tries to achieve a balance between the fixed costs and commodity rates to support the infrastructure necessary to deliver water to customers.

On motion of Director Schoonover, seconded by Director Fraites and unanimously carried, the Board approved Resolution 12-16 entitled, "Resolution of the Board of Directors of North Marin Water District Amending Regulation 54 - Water Rates". Under the same motion, the Board adopted the FY13 West Marin Water System Budget as presented and authorized the General Manager to pay demands arising from execution of the budgeted FY13 West Marin Water expenditure plan.

### PUBLIC HEARING/APPROVE: OCEANA MARIN SEWER FY 2012/2013 BUDGET 12-17

Mr. Bentley presented the Oceana Marin Sewer FY 2012/2013 budget for the Board's third review, public hearing and approval. He said that no rate increase is recommended. He advised that a notice was published twice in the Point Reyes Light advising customers of the public hearing and the District's intention to collect sewerage service charges on the Marin County tax roll and inviting customers to present protests and objections to the report identifying Oceana Marin sewer customers and amounts to be collected.

Mr. Bentley stated that the major project budgeted for FY 2012/13 is the relining of 3,150 feet of cross country sewer line in three areas of the Oceana Marin subdivision. He informed the Board that the five-year agreement with Phillips and Associates to provide Operation and Maintenance for the Oceana Marin Sewer System will expire June 2013 and will be renegotiated. Mr. Bentley said that operating expenses will remain the same as FY 2012.

President Petterle opened the public hearing and hearing no comment, closed the public hearing.

On motion of Director Schoonover, seconded by Director Fraites and unanimously carried, the Board approved Resolution No. 12-17 entitled, "Resolution of the Board of Directors of North Marin Water District Electing to have Oceana Marin Sewer Service Charges Collected on the Tax Roll of the County of Marin, State of California, Commencing Fiscal Year 2012-2013." Under the same motion, the Board adopted the FY13 Oceana Marin Sewer System Budget as proposed and

authorized the General Manager to pay demands arising from execution of the budgeted FY13 Oceana Marin expenditure plan.

Director Rodoni commented that it is likely that a rate increase may be needed next year as the Cross-Country Sewer Pipeline Lining Project will exhaust two-thirds of existing cash reserves.

### INFORMATION - WEST MARIN

### SHORT-TERM WATER SHORTAGE CONTINGENCY MEASURES

Mr. DeGabriele stated that because just one of two wells in Point Reyes Station is in full production, staff has developed a plan to notify its West Marin customers to limit their water use should there be an inability to meet demand due to hot weather. He said that staff will contact the top thirty customers by telephone and a public service announcement will be broadcast on KWMR radio with the following message: "One of the two NMWD Point Reyes water supply wells is failing. A replacement well is scheduled to be constructed in mid-August. Recent hot weather has resulted in increased water use and has made it difficult for the NMWD well supply to keep up with water demand. NMWD requests West Marin customers to temporarily conserve water until the hot weather subsides, at which time NMWD expects to advise that normal water use can resume."

He asked for feedback from the Board.

Director Rodoni suggested that the message identify the areas that are affected, specifically Point Reyes Station, Olema, Bear Valley, Paradise Ranch Estates and Inverness Park.

Director Baker suggested that the top thirty customers receive advance notice of the request to limit water use in the event of a heat spell.

Mr. Clark advised that at this time with the existing wells in operation, there is 5% more capacity than the peak demand day over the last three years.

## <u>WEST MARIN CAPITAL IMPROVEMENTS PROJECTS - FY11-12 PRELIMINARY YEAR-END PROGRESS REPORT</u>

Mr. McIntyre stated that this is a preliminary year-end progress report on the West Marin Capital Improvements Projects and that the final numbers will be included in the year end financials. He stated that the Board approved seven capital improvement projects at the beginning of this fiscal year and added two projects during the year; PRE Tank 2 Retaining Wall Repair and PRE Tank 3 THM Reduction Measures to address water quality issues. He said that six of the eight projects have been completed at or below budget; two projects are over budget (Point Reyes Well #3 and Infiltration Study and Repair in Oceana Marin). He noted that after combining all projects, however, the total costs of the improvement projects will be below the approved budget.

Mr. McIntyre informed the Board that staff has deferred PRE Tank 4A Replacement and postponed the PRS Tank 2 Seismic Upgrade so that the District will be in a better position to pay for the Solids Handling Facility Project. He said that as soon as the Solids Handling Facility is completed, the two remaining projects will be prioritized. He updated the Board on the Point Reyes Well #3 project and said that the project is moving forward and is expected to be completed in mid-August.

Mr. McIntyre stated that the West Marin Water Master Plan was last updated in 2001 and that all priority projects, with the exception of the PRE Tank replacement and final tank seismic upgrade, have been completed at a cost of approximately \$1.9M. He noted that significant improvements on West Marin facilities were made to increase storage, pump stations and pipelines that improve reliability in the system. He said that a new West Marin Master Plan update is budgeted in FY 2013/14.

Director Rodoni congratulated Mr. McIntyre for satisfying all requirements necessary to start the construction of Well #3. He requested Mr. McIntyre provide the Board with the cost breakdown and reasons why the cost of the well project has gone up substantially from the original engineer's cost estimate. Additionally, Director Rodoni stated that he would like the PRE Tank Seismic Upgrade be prioritized possibly using new loan funds to complete the project.

### CONSENT CALENDAR

On motion of Director Fraites, seconded by Director Schoonover and unanimously carried, the following item was approved on the Consent Calendar:

### WATER SERVICE AGREEMENT - 7370 REDWOOD BLVD - RETAIL BUILDING 12-18

This project calls for the removal of the existing building and construction of a new retail building. Water facilities required include ten feet of six-inch pipe, one six-inch fire service assembly, three one-inch domestic water services with one-inch reduced pressure principal (RPP) backflow preventers and one 5/8-inch meter for irrigation service with a ¾ inch RPP backflow preventer. The existing 1-1/2 inch meter will be killed.

The Board approved Resolution 12-18 entitled, "Authorization of Execution of Water Service Facilities Construction Agreement with Novato Realty Partners, LLC."

### **ACTION CALENDAR**

### 30 <u>APPROVE: RESPONSE TO MARIN COUNTY CIVIL GRAND JURY REPORT - PRE-</u> 31 <u>SCHOOLERS LEARN TO SHARE - CAN LOCAL GOVERNMENTS?</u>

Mr. Bentley stated that the District is not required to respond to the Civil Grand Jury Report, but that staff has drafted a response letter for the Board's approval.

Director Schoonover said that the letter addresses the ways in which North Marin Water District shares services with other agencies.

Director Fraites expressed his disappointment with the Grand Jury report and the unprofessional way in which the report findings are presented. He said that District staff runs a "great ship" and that the report is an insult to the special agencies who take care of business in the county.

Director Rodoni stated that there is tremendous amount of pressure from media, Grand Juries and legislatures who don't understand that California was built by special districts that were formed to provide services the people demanded. He said that much of the criticism is that there are too many special districts.

On motion of Director Rodoni, seconded by Director Baker and unanimously carried, the Board approved the proposed response to the Marin County Civil Grand Jury's recommendations.

### INFORMATION ITEMS

### NBWA MEETING - JULY 6, 2012

Mr. DeGabriele presented the agenda for the North Bay Water Association meeting to be held on July 6, 2012, and Director Fraites said that he will attend.

### **MISCELLANEOUS**

The Board received the following miscellaneous item: Disbursements, and received the following news article: North Marin Water District to meet at the Dance Palace.

### CLOSED SESSION

President Petterle adjourned the Board into closed session at 8:05 p.m. in accordance with Government Code Section 54957.6; Conference with Labor Negotiators; District's Designated Representatives – Chris DeGabriele and David Bentley; Employee Organization – North Marin Water District Employee Association.

### OPEN SESSION

Upon returning to regular session at 8:13 p.m., President Petterle stated that during the closed session the Board had discussed the issues and no reportable action had been taken.

## 1 ADJOURNMENT 2 President Petterle adjourned the meeting at 8:14 p.m. 3 Submitted by 4 5 6 7 Renee Roberts 8 District Secretary







MONTHLY PROGRESS REPORT FOR <u>June 2012</u> July 17, 2012

1.

••								
Novato Potable Water Prod - RR & STP Combined - in Million Gallons - FYTD								
Month	FY11/12	FY10/11	FY09/10	FY08/09	FY07/08	12 vs 11 %		
July	371	379	360	419	417	-2%		
August	373	368	367	417	416	1%		
September	347	358	335	393	374	-3%		
October	249	278	233	313	268	-10%		
November	183	164	176	173	208	12%		
December	156	141	149	143	164	11%		
January	178	146	140	107*	156	22%		
February	147	134	124	136	142	10%		
March	156	151	152	150	206	4%		
April	171	194	164	227	309	-12%		
May	311	291	228	303	382	7%		
June	355	293	326	339	407	21%		
FY Total	2,996	2,897	2,754	3,120	3,448	3%		

West Marin Potable Water Production - in Million Gallons - FY to Date							
Month	FY11/12	FY10/11	FY09/10	FY08/09	FY07/08	12 vs 11 %	
July	9.2	9.9	10.0	11.8	11.5	-7%	
August	9.4	9.9	10.6	11.9	11.5	-5%	
September	8.7	9.2	9.6	10.2	9.8	-5%	
October	6.5	7.8	6.9	9.8	7.4	-16%	
November	5.1	4.9	5.6	7.2	6.9	4%	
December	4.9	4.8	4.5	6.9	5.8	3%	
January	4.8	4.3	4.2	6.4	7.1	10%	
February	4.5	3.9	3.9	5.5	4.6	14%	
March	4.4	5.6	5.7	5.6	6.1	-21%	
April	5.4	4.9	4.3	6.4	7.9	11%	
May	7.1	6.9	5.9	7.5	9.7	2%	
June	8.3	7.2	8.0	8.9	10.8	15%	
FY Total	78.4	79.4	79.0	98.1	99.0	-1%	

Stafford Treatment Plant Production - in Million Gallons - FY to Date							
Month	FY11/12	FY10/11	FY09/10	FY08/09	FY07/08	12 vs 11 %	
July	115	109	152	131	131	6%	
August	126	108	150	128	121	17%	
September	<b>7</b> 7	112	155	117	106	-32%	
October	113	111	80	81	75	2%	
November	106	95	0	0	30	11%	
December	49	0	0	0	11	-	
January	0	0	0	0	0	-	
February	0	0	0	0	0	-	
March	Ō	52	32	0	0	-	
April	0	98	36	0	64	-	
May	Ō	97	94	12	92	-	
June	Ō	101	103	153	83	-	
FY Total	586	884	800	623	712	-34%	

FY Total	586	004	000	023	114	-0470			
Recycled Water Production - in Million Gallons - FY to Date									
Month	FY11/12	FY10/11	FY09/10	FY08/09	FY07/08	12 vs 11 %			
July	11.0	11.9	12.0	13.6	13.4	-8%			
August	12.2	11.2	12.9	13.6	12.7	9%			
September	9.6	9.5	10.2	10.9	9.4	1%			
October	0.0	2.6	2.6	6.4	2.7	-			
November	0.0	0.0	0.0	0.0	0.0	-			
December	0.0	0.0	0.0	0.0	0.0	-			
January	0.0	0.0	0.0	0.0	. 0.0	***			
February	0.0	0.0	0.0	0.0	0.0	-			
March	0.0	0.0	0.0	0.0	0.1				
April	2.5	0.0	0.0	8.8	2.1	-			
May	10.8	11.2	6.0	9.5	0.6	-3%			
June	11.1	7.7	11.1	11.9	5.5	43%			
FY Total	57.2	54.2	54.9	74.7	46.5	6%			
	- Allendarian								

### 2. Stafford Lake Data

	June Normal	June 2011	June 2012
Rainfall this month	0.2 Inches	2.3 Inches	0.01 Inches
Rainfall this FY to date	28.6 Inches	30.06 Inches	17.15 Inches
Lake elevation*	192.3 Feet	192.4 Feet	187.9 Feet
Lake storage**	1131 MG	1137 MG	853 MG

### Temperature (in degrees)

	Minimum	<u>Maximum</u>	<u>Average</u>
June 2011 (Novato)	50	104	65
June 2012 (STP)	50	107	66
June 2012 (Novato)	51	106	70

### 3. Number of Services

	Novato Water			Recycled Water		West Marin Wtr		Oceana Marin Swr		in Swr		
May 31	FY12	FY11	Incr %	FY12	FY11	Incr %	FY12	FY11	Incr %	FY12	FY11	Incr %
Total meters installed	20,746	20,737	0.0%	2	3	-33%	820	816	0.5%	-	-	-
Total meters active	20,489	20,464	0.1%	2	3	-33%	776	769	0.9%	-	-	-
Active dwelling units	23,941	23,858	0.3%	0	0	-	810	802	1.0%	227	227	0.0%

### 4. Oceana Marin Monthly Status Report (June)

Description	FY 10-11	FY 11-12
Effluent Flow Volume (MG)	523,157	465,000
Irrigation Field Discharge (MG)	0	294,000
Treatment Pond Freeboard (ft)	3.5	3.4
Storage Pond Freeboard (ft)	4.5	3.7

### 5. <u>Developer Projects Status Report (June)</u>

Job No.	Project	% Complete	% This month
2754	Hamilton Elementary	90	10

### **District Projects Status Report - Const Dept (June)**

Job No.	Project	% Complete	% This month
8716.08	City Paving Coordination	100	8
7131.00	Center Rd Waterline Conflict	100	40
7123.11	PB Replacement- Center/Garner/Oak	80	80
	Forrest/Simmons		

<sup>\*</sup> Spillway elevation is 196.0 feet \*\* Lake storage less 390 MG = quantity available for delivery

### **Employee Hours to Date, FY 11/12**

As of Pay Period Ending June 30, 2012 Percent of Fiscal Year Passed = 100 %

Developer			% YTD	District Projects			% YTD
Projects	Actual	Budget	Budget	-	Actual	Budget	Budget
Construction	1,722	1,800	96	Construction	4,174	4,944	84
Engineering	989	1,393	71	Engineering	5,401	5,564	97

### 6. Safety/Liability

Liability Claims Paid Industrial Injury with Lost Time Paid No. of (FYTD) Incurred OH Cost of Emp. No. of Lost Days (\$) Incidents (FYTD) (\$) Involved Lost Days 7,208 3 5,044 17 1 3,024 2 2 6 15,668 8

FY through June 12 FY through June 11

Days without a lost time accident through June 30, 2012 = 169 days

7. Energy Cost

	<u> </u>		May		Fiscal Year-	to-Date thi	ru May
FYE		Kwh	¢/Kwh	Cost/Day	Kwh	¢/Kwh	Cost/Day
2012	Stafford TP	16,821	17.7¢	\$90	638,159	15.5¢	\$295
	Pumping	222,953	15.9¢	\$753	1,322,804	14.9¢	\$598
	Other*	38,632	23.2¢	\$389	404,856	19.4¢	\$235
	<del>-</del>	278,406	17.0¢	\$1,213	2,365,819	15.8¢	\$1,104
2011	Stafford TP	75,326	16.9¢	\$440	792,834	15.6¢	\$371
	Pumping	148,013	15.6¢	\$769	1,347,801	14.7¢	\$565
	Other*	36,393	22.5¢	\$264	428,927	19.3¢	\$247
	•	259,732	16.9¢	\$1,420	2,569,562	15.7¢	\$1,179
2010	Stafford TP	70,501	17.9¢	\$486	679,876	16.0¢	\$324
	Pumping	121,705	15.5¢	\$590	1,154,071	15.0¢	\$515
	Other*	36,764	21.0¢	\$249	427,900	18.7¢	\$240
		228,970	17.1¢	\$1,308	2,261,847	16.0¢	\$1,078

<sup>\*</sup>Other includes West Marin Facilities

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### 8. Water Conservation Update (June)

	Month of June 2012	FY to Date	Program Total to Date
High Efficiency Toilet (HET) Rebate (\$150 each)	21	230	2416
Retrofit Certificates Filed	18	274	4457
Cash for Grass Rebates Paid Out	2	39	488
Washing Machine Rebates	27	312	5899
Water Smart Home Survey	49	283	1255

### Summary of Complaints & Service Order June 2012

Summary of Complaints & Serv	noo oraar can	<u> </u>	Prepared: 07/06/12
Туре	Jun-12	Jun-11	Action Taken June 2012
Caracimaral System Broblems			
Consumers' System Problems Consumer Service Line Leaks	21	32	Notified Customer
Meter Leak Consumer's Side	0	0	~
	0	0	~
House Plumbing	0	0	~
Noisy Plumbing		0	-
Seepage or Other	0	1	Turned Back On
House Valve / Meter Off	6	13	Notified Customer
Nothing Found	3		
Low Pressure	3	1	PRV was set to low. Adjusted for customer.
			Pressure @ 50 PSI. Customer to check aerators.
		•	Pressure @ 40 PSI. Customer Notified.
High Pressure	1	0	Pressure @ 70 PSI. Customer Notified.
Water Waster Complaints	0	0	~
Total	34	47	
Service Repair Reports			
Register Replacements	0	0	~
Meter Replacement	1	1	Replaced
Meter Box Alignment	0	0	~
Meter Noise	0	0	~
Dual Service Noise	0	0	~
Box and Lids	1	0	Replaced
Water Off/On Due To Repairs	8	7	Notified Customer
Misc. Field Investigation	2	4	Notified Customer
Total	12	12	
Leak Complaints			
Main-Leak	0	0	~
Mains-Nothing Found	0	0	~
Mains-Damage	0	0	~
Service- Leak	13	8	Repaired
Services-Nothing Found	4	3	Notified Customer
Service-Damaged	O	0	~
Fire Hydrant-Leak	1	4	Repaired
Fire Hydrants-Nothing Found	1	0	Notified Customer
Fire Hydrants-Damaged	Ó	0	~
Meter Replacement	0	2	~
	0	0	~
Meters-Leak	0	0	~
Meters-Nothing Found	-	0	~
Meters Damaged	0 13	8	~ Replaced
Washer Leaks	<u>13</u> 32	25	Izehiacen
Total	3∠	20	

### Summary of Complaints & Service Order June 2012

Summary of Complaints & Serv			Prepared: 07/06/12
Type	Jun-12	Jun-11	Action Taken June 2012
High Bill Complaints			
Consumer Leaks	5	14	Notified Customer
Meter Testing	0	0	~
Meter Misread	0	1	~
Nothing Found	7	22	Notified Customer
Projected Consumption	0	0	~
Excessive Irrigation	2	0	Notified Customer
Total	14	37	
Low Bill Reports			
Meter Misread	0	0	~
Stuck Meter	0	0	~
Nothing Found	0	0	~
Projected Consumption	0	0	~
Minimum Charge Only	0	0_	~
Total	0	0	
Water Quality Complaints			
Taste and Odor	0	2	~
Color	0	0	~
Turbidity	0	0	~
Suspended Solids	0	1	~
Other	1	1	Consumer requested water tested for lead. (School Rd)
			Lead was not detected. Consumer was notified
			of results.
Total <sup></sup>	1	4	
=	93	125	-26%
Fiscal YTD Summary			Change Primarily Due To
Consumer's System Problems	420	362	16% Increase In Consumer Line Leaks
Service Repair Report	116	169	-31% Decrease In Replaced Box & Lid
Leak Complaints	302	288	5% Increase In Service Leaks
High Bill Complaints	362	498	-27% Decrease In Nothing Found
Low Bills	8	9	-11% Decrease In Meter Misread
Water Quality Complaints	49	81	-40% Decrease In Taste & Odor
Total	1,257	1,407	-11%
=	.,		

### Summary of Complaints & Service Order June 2012

				Prepared: 07/06/12
Туре	Jun-12	Jun-11	Action Taken June 2012	
"In House" Generated and				
Completed Work Orders				
Check Meter: possible	209	211		
consumer/District leak, high				
bill, flooded, need read, etc.				
Change Meter: leaks,	9	16		
hard to read				
Possible Stuck Meter	. 0	1		
Repair Meter: registers,	0	. 0	•	
shut offs				
Replace Boxes/Lids	0	20		
Hydrant Leaks	0	0		
Trims	95	92		
Dig Outs	· 66	143		
Letters to Consumer:				
meter obstruction, trims,				
bees, gate access, etc.	0	0		
Misc: locate meter,				
get meter number,				
cross connection follow ups,	0	0		
kill service, etc.				
,				
_				
_	379	483		
Dill Adironto anta Under Deen	d Delieur			
Bill Adjustments Under Boar	a Policy:			
June 12 vs. June 11				
Jun-12	22	\$6,016		
Jun-12 Jun-11	22 16	\$3,522		
Jun-11	10	ψυ,υΖΖ		
Fiscal Year to Date vs. Prior	FYTD			
11/12 FYTD	307	\$68,377		
10/11 FYTD	295	\$86,185		
10/11/11/10	200	450,100		

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Agree Neutral Disagree  Agree Neutral Disagree  6 6 6 6 7 7 7 7 7 7 7 1 1 1 1 1 1 1 0 0 0 Agree Neutral Disagree 6 6 6 4 4 1 1 1 6 6 5 5 5 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	luarter Ending 06/30/12						-	
Agree   Response   Neutral   Disagree   Pressure   Agree   Neutral   Neutral   Disagree   Pressure   Agree   Neutral   Neutral   Disagree   Courteous & Helpful   7								102000
Helpful				OWWN				
Helpful		Response				Response		
Helpful	_	T	Disagree	Pressure	Agree	Neutral	Disagree	
Service   1		+	200	Courteous & Helpful	7			
Courtection   1				Accurate Information	7			
Experience   1				Prompt Service	7			
Experience   1				Satisfactorily Resolved	9			Little
Agree   Neutral   Disagree   Noisy Pipes   Agree   Neutral   Noisy Pipes   Agree   Neutral   18   Agree   Neutral   19   Neutral				Overall Experience	9			
Agree   Neutral   Disagree   Noisy Pipes   Agree   Neutral   Disagree   Noisy Pipes   Agree   Neutral   Disagree   Neutral   Disagree   Neutral   Disagree   Neutral   Disagree   Agree   Neutral   Disagree   Agree   Neutral   Disagree   Agree   Neutral   Disagree   Agree   Neutral   Agree   Neutral   Disagree   Agree   Neutral   Disagree   Agree   Neutral   Disagree   Agree   Neutral   Agree   Neutral   Disagree   Agree   Neutral   Disagree   Agree   Neutral   Disagree   Agree   Agree   Neutral   Agree   Neutral   Agree   Agree   Neutral   Agree   Agree   Neutral   Agree   Agree   Neutral   Agree   Neutral   Agree   Neutral   Agree   Agree   Neutral		0	0		33	0	0	
Agree   Neutral   Disagree   Noisy Pipes   Noisy Pipes   Noisy Pipes   Noisy Pipes   Neutral   1						10.4014	000000	
Accurate Information   18   18   19   19   19   19   19   19			Disagree	Noisy Pipes	Agree	Neullai	Disaglee	
Agree   Neutral Disagree   Accurate Information   17   1   1   1   1   1   1   1   1	teous & Helpful			Courteous & Helpful				
Satisfactorily Resolved		_		Accurate Information				
Experience   17		_		Prompt Service	-			
Experience	solved		1	Satisfactorily Resolved	-			
Agree   Neutral   Disagree   Other   Agree   Neutral   Disagree   Other   Agree   Neutral   Disagree   Other   Agree   Neutral				Overall Experience	-			
Sours & Helpful         Agree         Neutral         Disagree         Other         Agree         Neutral           Sours & Helpful         4         Accurate Information         4         4           ate Information         4         Accurate Information         4         Accurate Information         4           At Service         4         Prompt Service         6         5         0           actorily Resolved         4         Overall Experience         5         0         0           Il Experience         20         0         26         0         26         0           Il Experience         20         0         Grand Total         176         2           Attending         Accurate Informatives Sent Out         198         100%		2	-		5	0	0	
Other         Ogher         Ogher         Agree         Neutral         Disagree         Octunteous & Helpful         Agree         Neutral           atle Information         4         Accurate Information         4         4         Accurate Information         6         Accurate Information         6         Accurate Information         6         Accurate Information							·	
Courteous & Helpful   4			Disagree	Other	Agree	Neutral	Disagree	
4   Accurate Information   4   Accurate Information   4   A   Prompt Service   6   6   A	sous & Helpful			Courteous & Helpful	9			
4         Prompt Service         6           4         Satisfactorily Resolved         5           4         Overall Experience         5           20         0         26         0           6 Crand Total         176         2           6 Crand Total         98%         1%           7         Questionnaires Sent Out         198           7         19%				Accurate Information	4			
4         Satisfactorily Resolved         5           4         Overall Experience         5           20         0         26         0           20         0         26         0           Grand Total         176         2           Grand Total         98%         1%           Questionnaires Sent Out         198         100%           Questionnaires Returned         37         19%				Prompt Service	9			
4         Overall Experience         5         0         0         20         0				Satisfactorily Resolved	5			
26 0 0   0   0   0   0   0   0   0   0				Overall Experience	5			
Grand Total   176   2		0	0		26	0	1	
176     2       98%     1%       198     100%       37     19%								
176 2 98% 1% 198 100% 37 19%	A CONTRACTOR OF THE CONTRACTOR							
98% 1% 198 100% 37 19%				Grand Total	176	2	2	
198					%86	1%	1%	
198								
37				Questionnaires Sent Out	198	100%		
				Questionnaires Returned	37	19%		

# thons strotons acciteust, quest reports/2011/[copy of customer service question, rep jun12.xis]comments

# Customer Service Questionnaire Quarterly Report Quarter Ending 06/30/12

Quarter Ending 06/30/12	Staff Decouse to Negative Comments	Issues NMWD Should Address In The Future
Customer Comments Water Quality		
Leaks He was great & super nice. Luis was very kind. My thanks for his prompt service.		
The field representative was very helpful. Rich was very helpful. Plumer advised leak in toilet. I'm hoping to see a difference on my next bill.		Keep water rates down.
Noisy Pipes You have a good Company, for twenty-six years I've appreciated you.		
Billing Thank you. Connie was exceptional!		
Other Called NMWD to restore water service. I was thankful to receive a prompt response. I called to have a technician help with a problem on my side of the meter. The technician arrived within thirty minutes. Joe & his crew were excellent.		
Pressure The Techinician was very nice & did everything well. The tehinician was great. He tightened the PRV & pressure is much better. The techinician was very nice.		
		Page 1

### MEMORANDUM

To: **Board of Directors**  July 13, 2012

From: David L. Bentley, Auditor-Controlley

Subj:

Auditor-Controller's Monthly Report of Investments for June 2012

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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 \$10,509,056 (which includes an \$8 million Bank of Marin loan acquired last October) and a market value of \$10,524,936. During June the cash balance decreased by \$1,083,021, due in part to \$848,000 in SRF debt service payments for the Stafford Treatment Plant Rehab and the Deer Island Recycled Water Facility. For the fiscal year, the cash balance increased \$6,135,085. The market value of securities held decreased by \$1,820 during the month. The ratio of total cash to budgeted annual operating expense, excluding the \$7,181,273 unexpended balance of the Bank of Marin loan, stood at 27%, down 10% from the prior month. This compares to the District's target ratio of 90%, or \$11 million.

At June 30, 2012, 86% of the District's Portfolio was invested in California's Local Agency Investment Fund (LAIF), and 10% in a Time Certificate of Deposit placed in a Novato bank. The weighted average maturity for the portfolio was 33 days, the same as the previous month. The LAIF interest rate for the month was 0.36%, the same as the previous month. The weighted average Portfolio rate was 0.42%, the same as the previous month. Including interest paid by Black Point Partners on the StoneTree Golf Club Recycled Water Facilities Loan, the District earned \$13,520 in interest revenue during June with 50% earned by Novato Water and the balance distributed to the other improvement districts.

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

"The fiscal year ended with solid numbers in June-the State's largest revenue month-but some revenue streams remain weak. California's economy, like it's General Fund Budget, still has a long way to go before it can achieve a full recovery.

The State ended last fiscal year with a deficit of \$9.6 billion. That deficit is being covered with internal borrowing (temporary loans from special funds)."

### NORTH MARIN WATER DISTRICT AUDITOR-CONTROLLER'S MONTHLY REPORT OF INVESTMENTS June 30, 2012

Type <i>LAIF</i>	Description State of CA Treasury	S&P Rating A	Purchase Date Various	Maturity Date Open	Cost Basis <sup>1</sup> \$9,065,028	6/30/2012 Market Value \$9,080,003	Yield <sup>2</sup> 0.36% <sup>3</sup>	% of Portfolio 86%
Time C	Certificate of Deposit Bank of Marin	n/a	6/3/11	6/3/13	\$1,000,000	\$1,000,000	1.00%	10%
Other Agency Bond Other	Marin Co Treasury Olema G.O. Bond Various	AA+ A+ n/a <i>TO</i>	Various 5/31/91 Various TAL IN PO	Open 1/1/15 Open <b>RTFOLIO</b>	\$332,318 11,212 100,498 <b>\$10,509,056</b>	\$332,318 12,117 100,498 <b>\$10,524,936</b>	0.22% 5.00% 0.00% <b>0.42%</b>	3% 0% 1% 100%

33 Days

LAIF: State of California Local Agency Investment Fund.

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 June 30, 2012.

	Loan	Maturity	Original	Principal	Interest
Interest Bearing Loans	Date	Date	Loan Amount	Outstanding	Rate
Black Point Partners-BPGL	6/30/06	2/28/24	\$3,612,640	\$2,525,845	2.40%
Employee Housing Loans (8)	Various	Various	1,441,785	1,441,785	Contingent
Employee Computer Loans (8)	Various	Various	13,300	6,401	1.17% (avg)
TOTAL INTERES	T BEARIN	G LOANS	\$5,067,725	\$3,974,031	•

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

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### **MEMORANDUM**

To:

**Board of Directors** 

July 13, 2012

From:

Drew McIntyre, Chief Engineer

Carmela Chandrasekera, Associate Engineer

Subject: Leveroni Creek Bank Repair Project: Award Construction Contract

R:\Folders by Job No\6000 jobs\6600 STP jobs\6600.60\6600.60 Leveroni Creek Contract Award to Engelke Construction Inc 7-17-12.docx

RECOMMENDED ACTION:

Approve award of the contract to Engelke Construction and

authorize the General Manager to execute an agreement with

Engelke Construction.

FINANCIAL IMPACT:

\$72,500 plus \$5,000 contingency

### Background

The Leveroni Creek Bank repair project consists of stabilizing an eroding 100 ft of the creek bank using a combination of willow sprigged rock and biotechnical treatments next to the fence and paved access road leading to the northern area (aka "peninsula") of the Stafford Water Treatment Plant site (see Attachment 1, Vicinity Map). The Board authorized bid advertisement for the above referenced project on May 1, 2012. The advertised date for this project was May 11, 2012 with a bid opening on June 12, 2012. The District advertised the project in the Marin IJ and mailed contract documents to fourteen (14) interested contractors and builders exchanges in the greater Bay Area. Eight (8) contractors, all of them prime contractors, attended the mandatory pre-bid meeting on May 31, 2012. The bid period was for thirty (30) days and included one addenda. As identified below, seven bids were received ranging from a low of \$72,500 to a high of \$163,100.

	CONTRACTOR	BID
1.	Engelke Construction, Healdsburg, CA	\$72,500
2.	Bio Engineering Associates, Laytonville, CA	\$97,289
3.	Team Ghilotti, Petaluma, CA	\$99,849
4.	Maggiora Ghilotti, San Rafael, CA	\$108,108
5.	Hanford ARC, Sonoma, CA	\$115,088
6.	Garret Medeiros Construction, Novato, CA	\$124,863
7.	W. R. Forde, Richmond, CA	\$163,100

Approved by GM Date 7/12/12

The Engineer's Estimate was \$105,000. The bid span between the Number 1 (Engelke Construction) and Number 2 low bidders (Bio Engineering Associates) was at \$24,789 (for a variance of 34%).

### **Bid Evaluation**

Engelke Construction of Healdsburg, California (Engelke) submitted the lowest responsive bid of \$72,500 which is \$32,500 (31%) below the Engineer's construction cost estimate of \$105,000. A bid evaluation (**Attachment 2**) was performed by the District staff for said project. Staff checked references for Engelke's previous work and the references were positive, expressing satisfaction with Engelke's quality of work and work ethic. The bid evaluation confirmed Engelke's construction bid to be responsive and responsible.

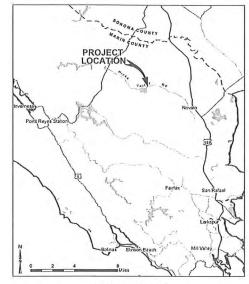
### Project Description

The proposed project will stabilize the eroding bank using a combination of willow-sprigged rock and biotechnical treatments. The design includes a rock toe, a lower bank rock stabilization structure along 70 feet of stream bank, which will extend 3 feet above the channel bed and a 10 foot and 20 foot extension of rock structure at the upstream and downstream ends, respectively. Throughout the project length, boulders will have willow sprigs planted through them to provide roughness and shade. Above the rock toe, the bank will be laid back at a 1.5:1 angle and the slope will be stabilized with an erosion control blanket seeded with a native grass mix. In addition to protecting the facility's infrastructure, the repair will improve winter steelhead habitat using a 30-foot log vane and rootwad structure tied into the rock to provide high-flow refugia and channel complexity. The District will retain Prunuske and Chatham, Inc. (PCI) for construction observation. PCI completed the design and environmental permitting for this project and on October 4, 2011, the board approved hiring PCI for construction observation in addition to permitting and biological monitoring during construction.

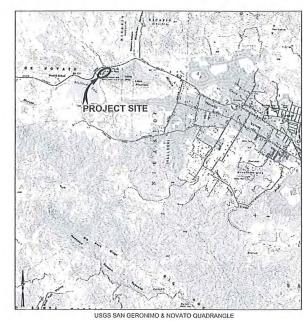
### RECOMMENDATION

That the Board approve award of the Leveroni Creek Bank Repair contract to Engelke Construction, and authorize the General Manager to execute an agreement with Engelke Construction.

## NORTH MARIN WATER DISTRICT LEVERONI CREEK BANK STABILIZATION



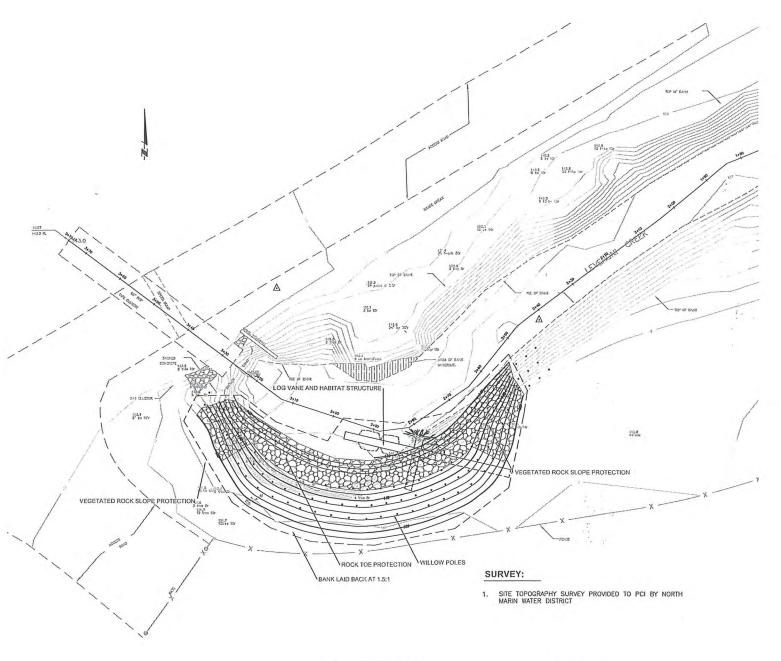
VICINITY MAP SCALE: AS SHOWN



**LOCATION MAP** 1"=4000"

### **Directions to Site**

From Highway 101 N take the Atherton Ave/San Marin Dr. Exit. Turn right onto San Marin Dr. Turn right onto Novato Blvd, Turn left into driveway before Stafford Lake spillway. Site is on left at culvert outlet.



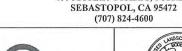
PROJECT LAYOUT

SHEET INDEX TITLE SHEET CONSTRUCTION NOTES PLAN

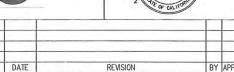
CROSS SECTIONS

CONSTRUCTION DETAILS REVEGETATION NOTES AND DETAILS TOPOGRAPHIC: PROPOSED ROCK SLOPE PROTECTION RIVER RUN CRAVEL



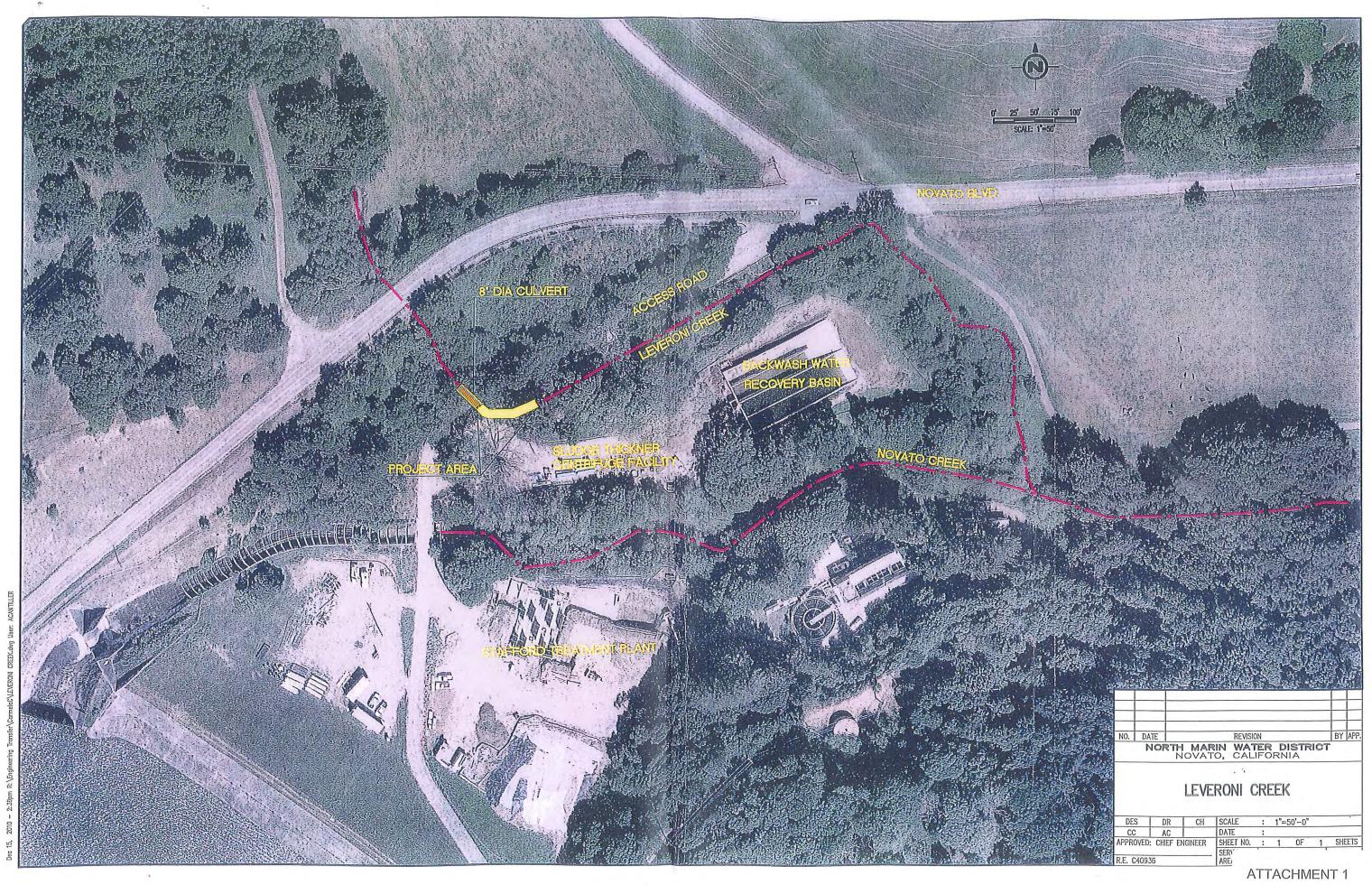






NORTH MARIN WATER DISTRICT NOVATO, CALIFORNIA LEVERONI CREEK BANK STABILIZATION

PPROVED: CHIEF ENGINEER SHEET NO. : 1 OF 6 SHEETS SERVICE JOB.NO.



North Marin Water District Leveroni Creek Bank Stabilizatio	Bank	Leveroni Creek Bank Stabilization Project							2000	
ā	id Item	Bid Items From Bid Schedule	Engineer's Estimate	Estimate	Engelke Construction, Inc.	nstruction, c.	Bio Engineering Associates, Inc.	ineering tes, Inc.	Team Ghilotti	ihilotti
Item Oty.	Unit	Description of Items	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
-	LS	Mobilization		\$10,585		\$4,500		\$5,642		\$9,000
2 1	LS	Clear and Grub, Remove, Replace Fence		\$15,010		\$8,500		\$12,469		\$14,000
3 1	rs	Excavation / Grading		\$15,714		\$12,600		\$17,377		\$27,500
4	rs	Rock Slope Protection / Log Weir		\$50,251		\$34,000		\$53,732		\$32,500
5 112	Æ	Willow Plantings		\$6,934		\$8,400		\$2,742		\$4,928
6 1	rs	Erosion Control		\$6,506		\$4,500		\$5,327		\$11,921
Total Base Bid :				\$105,000		\$72,500		\$97,289		\$99,849
Bid Forms:										
"IN" Stamped before bid closing	fore bic	d closing				yes		yes		yes
Bid multiplies out and sums correctly	t and s	ums correctly			Minor typo but total ok.	al ok. Yes		yes		yes
License -		Possesses valid Class A						yes		yes
Bid Form - /	Adden	Addendum 1 acknowledged				yes		yes		yes
Bid Form - Signe	d by A	Bid Form - Signed by Authorized Individual				yes		yes		yes
Bid Form - List of Subcontractors	f Subc	ontractors				yes		N/A - none		yes
Bid Form - Contr	actor's	Bid Form - Contractor's Licensing Statement				yes		yes		yes
Bid Form - Contri	actor's	Bid Form - Contractor's Equipment Available				yes		yes		yes
Bid Form - Contri	actor's	Bid Form - Contractor's Financial Reference				yes		yes		yes
Bid Bond						yes		yes		yes
Bidders Experience and Qualifications	nce and	d Qualifications			Experienced in earth wor and grading (in a sewer plant upgrade), storm drain improvements, and site work for residential jobs. Checked references, all positive.	d ork	Experienced in stream bank stabilization. References not checked.	Ö	Experienced in erosion control and grading, paving, and a variety of other work. References not checked.	ading, ading, variety of eferences
Works O consessor Chateman		Clatenanad						007		
Subcontractors:		Statement			Listed	ted	Listed	ted	Listed	pe:
Replace Fence						yes		OU		no
Remove Trees, (	Slean a	Remove Trees, Clean and grub, Landscaping				ou		ou		yes



### **MEMORANDUM**

To:

**Board of Directors** 

Date: July 13, 2012

From:

Drew McIntyre, Chief Enginee

Subject:

Miller Pacific Engineering Group - Consulting Services Agreement

z:\non job no issues\consultants\mpeg\fy12-13\agmts\_bod memos\mpeg fy12\_13 genl servs contract agmt 7\_19\_12 bod memo.doc

**RECOMMENDED ACTION:** 

Authorize the General Manager to execute a new General Engineering Services agreement for Consulting Geotechnical Services between NMWD and Miller Pacific Engineering Group with a not-to-exceed limit of \$20,000.

**FINANCIAL IMPACT:** 

\$20,000

Attached is an agreement for Miller Pacific Engineering Group (MPEG) to provide continuing FY13 outsourcing support. MPEG has a long and proven track record with the District of providing high quality and responsive services at reasonable cost. To best meet project demands, a General Engineering Services Agreement is desired with individual task orders on a job-by-job basis.

A summation of contract billings for MPEG general engineering services (exclusive of Recycled Water Facility & Pipeline services) for the last six years is provided as follows:

TABLE I

Contract Issuance Year	Billing Year	Total Billings
FY11	FY11 & 12	\$30,118
FY10	FY10 &11	\$16,904
FY09	FY10	\$19,052
FY08	FY08 & 09	\$16,120
FY07	FY07	\$15,383

A cost breakdown for the \$20,000 FY10-11 contract by task is summarized as follows:

TABLE 2

Starting Contract Amount	
Carryover balance from FY10-11 Contract	\$7,071
Contract Amendment (Dec 2011)	\$10,000_
Amended Balance	\$37,071
Projects (billings to date)	
RW North Horizontal Directional Drilling	<\$8,600>
AEEP Reaches C&D Soils Investigation	<\$4,900>
AEEP Reach A Soils Investigation	<\$4,900>
So. Novato Blvd. Main Break – Consulting Services	<\$3,200>
Pt. Reyes Solids Handling Geotech Report	<\$3,900>
RW North Pipeline Soils Investigation	<\$1,481>
West Marin Street Cut Compaction Testing	<\$3,137>
Remaining Balance on Contract	\$6,953

The total billings under the FY11 contract are \$30,118 leaving a balance of \$6,953 on the contract.

Date 7/13/12

Miller Pacific Engineering Group Consulting Services FY12-13 Agreement BOD Memo July 13, 2012 Page 2 of 2

### **RECOMMENDATION**

Authorize the General Manager to execute a new General Engineering Services agreement for Consulting Geotechnical Services between NMWD and Miller Pacific Engineering Group with a not-to-exceed limit of \$20,000.

#7

### AGREEMENT FOR CONSULTING SERVICES

The following is an agreement between **North Marin Water District**, hereinafter "**NMWD**", and **Miller Pacific Engineering Group**, hereinafter, "**Consultant**".

**WHEREAS**, Consultant is a duly qualified consulting firm, experienced in geotechnical engineering and geotechnical services.

**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 general engineering services.

**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 specified on a task by task basis.
  - b. The fee for the work shall be on a time and expense (T & E) basis utilizing the fee schedule included in Attachment A of this agreement and shall not exceed \$20,000 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 hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards, as well as 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 June 30, 2013, 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: Miller Pacific Engineer Group 504 Redwood Way, #220 Novato, CA 94947 Attention: Scott Stephens

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 <u>shall furnish</u> <u>separate certificates and endorsements for each subcontractor to the District for review and approval</u>. 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.

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.

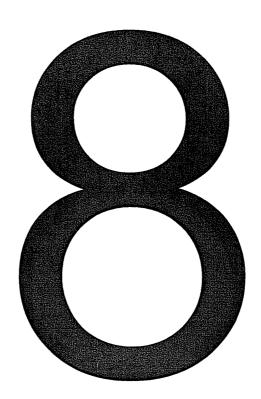
At the sole election of the District, any dispute or claim in law or equity between District and Consultant arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law for judicial review 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.

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.

	"NMWD"
Dated:	Chris DeGabriele, General Manager
	MILLER PACIFIC ENGINEERING GROUP "CONSULTANT"
Dated:	
	Scott Stephens

NORTH MARIN WATER DISTRICT



#### **MEMORANDUM**

To:

**Board of Directors** 

July 13, 2012

From:

Ryan Grisso, Water Conservation Coordinator

Subject: Rising Sun Energy Center Water Use Survey Amendment \(\text{\Nmwdsrv1\water conservation\Memos to Board\CYES Agreement 031111.doc}\)

**RECOMMENDED ACTION**: Authorize General Manager to Execute Amendment

FINANCIAL IMPACT:

\$5,000 from the FY 20012/2013 Water Conservation Budget

The District has participated with Rising Sun Energy Center (RSEC), to implement the California Youth Energy Services (CYES) "Green House Call" program in Novato for the past five years. In May 2011, the Board approved a two year agreement with RSEC for implementation of the CYES Green House Call Program (Attachment 1). The Green House Call Program includes the installation of energy and water saving fixtures and conservation education and is mostly funded by Pacific Gas and Electric through the Marin Energy Watch Partnership. The water portion of the Green House Call Program specifically includes installation of showerheads and sink aerators plus toilet gallons per flush determination and toilet leak detection. The District provides the fixtures needed for installation and provides leak detection tablets and District staff assists in CYES training as necessary. This partnership helps to increase participation in our residential water use surveys as required by the California Urban Water Conservation Council Memorandum of Understanding and gives the District an opportunity to partner with energy conservation efforts.

In spring 2012, the CYES program opened an office in Novato and requested assistance in marketing the program. The CYES designed and printed a bill stuffer for insertion into the District water bills for a seven week cycle. This bill insert was approved by the Board on February 7, 2012 and was inserted into the seven billing cycles in spring. CYES received approximately 20-30 calls per bill insert cycle and increased participation to over 200 green house calls during that time period. This exciting increase in program participation will cause the two year program expenditure level to exceed the original \$7,000 Board authorization within the next month. An amendment has been drafted to allow for an additional 225 house calls to be conducted through the end of calendar year 2012 (Attachment 2).

## Recommendation

Authorize the General Manager to execute the agreement amendment, for an additional \$5,000, with RSEC, to fund the water portion of the CYES "Green House Call" Program for the remainder of calendar year 2012.

Approved by GM Date 7/12/12

# AGREEMENT FOR CONSULTING SERVICES

The following is an agreement between **North Marin Water District**, hereinafter "**NMWD**", and Rising Sun Energy Center, hereinafter, "**Consultant**".

**WHEREAS**, Consultant is a duly qualified consulting firm, experienced in residential water use surveys.

**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 implementation of the residential water use survey partnership 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 specified in the rising Sun Energy Center California Youth Energy Services North Marin Water District Statement of Work proposal included in Attachment A of this agreement.
  - b. The project schedule for completion in Attachment A of this agreement shall not exceed \$7,000 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 hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards, as well as 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.

- With respect to professional services under this agreement, Consultant shall assume a. 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 December 31, 2012, 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: Ryan Grisso

Consultant: Rising Sun Energy Center 1900 Addison Street, Suite 100 Berkeley, CA 94704

Attn: Alison Freeman, Executive Director

Deputy

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 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 <u>shall furnish</u> <u>separate certificates and endorsements for each subcontractor to the District for review and <u>approval</u>. All coverage for subcontractors shall be subject to all of the requirements stated herein.</u>

#### **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.

alala a	NORTH MARIN WATER DISTRICT "NMWD"  Chia Oraburl
Dated: 5/9/2011	Chris DeGabriele, General Manager
	RISING SUN ENERGY CENTER "CONSULTANT"
Dated: <u>573/11</u>	Alison Freeman

# Attachment A

# RISING SUN ENERGY CENTER CALIFORNIA YOUTH ENERGY SERVICES NORTH MARIN WATER DISTRICT STATEMENT OF WORK



The purpose of this Statement of Work is to outline the planning, coordination, and implementation of a California Youth Energy Services (CYES) program within the North Marin Water District. This Statement of Work is a proposed agreement and is designed to be integrated into the formal contract between Rising Sun Energy Center and North Marin Water District.

#### **SCOPE OF WORK**

Rising Sun Energy Center (Rising Sun) is a Berkeley based non-profit organization, established in 1994. Since 2000, Rising Sun has promoted energy conservation and sustainable living via an employment program for youth ages 15-22 known as the California Youth Energy Services (CYES) program. The CYES program trains and employs youth to provide resource conservation audits and retrofits to local residences in the form of a "Green House Call." "Green House Calls" including the installation of energy and water-saving materials and conservation education.

Rising Sun operates the CYES program by setting up satellite CYES site offices in partner cities. Youth Energy Specialists are hired locally from the partner city/region and serve the local community. In 2011, Rising Sun will leverage over \$200,000 of Marin Energy Watch Partnership funds to run a summer and fall CYES program in Marin County. These dollars cover youth salaries, manager salaries, site set-up and breakdown, outreach and marketing, equipment and materials, transportation, planning, coordination, and all overhead costs.

The California Youth Energy Services promotes water conservation in North Marin Water District territory by providing installing hardware that directly helps residents save water, educating residents about water conservation and water consumption habits, and informing residents about other water conservation programs and rebates.

In 2011, Rising Sun will continue its year-round California Youth Energy Services program in the North Marin Water District service area. Rising Sun will operate its standard summer CYES program in additional to an after-school and weekend CYES program in the spring and fall of 2011. Rising Sun will execute the CYES program in three phases: Design and Planning, Training and Implementation, and Closing and Reporting.

## **Period of Performance**

Rising Sun will execute the Scope of Work from March 2011 to December 2012 in three phases: Design and Planning, Training and Implementation, and Closing and Reporting.

#### Location of Work

The California Youth Energy Services program will provide free conservation hardware installation and education to targeted residences in the North Marin Water District territory. Youth Energy Specialists will be based out of a CYES site office located in San Rafael and will perform field work in local residents' homes.

#### **WORK SCHEDULE**

# **Program Training and Implementation:**

# Spring Program: March -April 2011 and 2012

CYES will run an eleven-week spring program as an after-school and weekend youth employment program. The spring program will operate on an academic semester basis, with opportunities for new Energy Specialists to be trained and employed during each academic semester.

- Inventorying, purchasing and distribution of tools, equipment, and materials
- Youth recruitment and hiring (six Energy Specialists)
- Preparation of outreach and audit forms and templates
- Youth Training (one-week training)
- Program Implementation (ten weeks of field work)
- Marketing and Outreach to community renters and homeowners
- 150-200 homes will be served in Marin County

# Summer Program: June - August 2011 and 2012

Rising Sun will then conduct a week-long Manager training followed by a week-long youth training. Youth Energy Specialists will conduct field work for six weeks after receiving training.

- Summer site office set-up
- Inventorying, purchasing and distribution of tools, equipment, and materials
- Youth recruitment and hiring (six Energy Specialists)
- Preparation of outreach and audit forms and templates
- Manager Training (one-week training)
- Youth Training (one-week training)
- Program Implementation (six-weeks of field work)
- Marketing and Outreach to community renters and homeowners
- 150-200 homes will be served in Marin County

## Fall Program: September - November 2011 and 2012

CYES will run an eleven-week fall program as an after-school and weekend youth employment program. The fall program will operate on an academic semester basis, with opportunities for new Energy Specialists to be trained and employed during each academic semester.

- Inventorying, purchasing and distribution of tools, equipment, and materials
- Youth recruitment and hiring (six Energy Specialists)
- Preparation of outreach and audit forms and templates
- Youth Training (one-week training)
- Program Implementation (ten weeks of field work)
- Marketing and Outreach to community renters and homeowners
- 150-200 homes will be served in Marin County

# Program Close and Reporting: August-October 2011 and 2012, and December 2011 and 2012

Three reports will be sent: one for the work performed throughout the spring program, another for the summer program, and a final report for the fall program. Due to the large number of data that is collected in a number of partner cities throughout the summer, the data analysis and translation process for the summer report takes two-three months to complete. The final reports for the spring, summer and fall programs will be sent before the end of May, October, and December 2011 respectively.

- Data analysis and translation
- Create full CYES summer report and Marin specific reports
- Create Water District/Dept. reports
- Distribution of all reports

#### **DELIVERABLES AND OUTCOMES**

## **Youth Staff Services**

CYES youth Energy Specialists will provide residents in North Marin Water District service area with water conservation audits and retrofits. CYES youth Energy Specialists will be responsible for installing water conservation hardware, collecting audit data, and disseminating information to residents. CYES conservation audits will include the following components:

- Gallon per minute (GPM) flow rate tests on all feasible shower, kitchen, and bathroom fixtures
- Installing efficient-flow showerheads if necessary
- Installing efficient-flow kitchen aerators if necessary
- Installing efficient-flow bathroom aerators if necessary
- Test or assess for toilet flapper and overflow leaks
- Record if toilet water level is within ½ inch of the top of overflow tube
- Determine toilet flush volume or date for each toilet
- Track number of high efficiency toilets (HET) found
- Record number of front loading verses top loading clothes washing machines found
- Measure water pressure at outside hose bib
- Collect irrigation information data

#### **Data Collection**

All field data will be collected using the CYES Green House Call form. All pertinent water information on the Green House Call form will be digitized and sent electronically to the North Marin Water District. CYES will keep hard-copy backup of the survey forms, which will be furnished to the North Marin Water District upon request.

#### Reporting

Rising Sun Energy Center will provide a report that includes a summary and itemization of services performed, including names and addresses of all households served and quantities of services provided. The final report will include the raw data, in addition to a summary page with the following components:

- Total number of each measure installed
- Average GPM rate for each fixture type
- Total GPMs saved
- Average GPMs saved for each fixture type
- Toilet leak and flush volume data
- Summary of washing machine data
- Summary of irrigation data

## **Community Benefits**

The California Youth Energy Services benefits community residents, youth and young adults, and the North Marin Water District simultaneously. Residents receive free materials from the North Marin Water District and services that reduce their water consumption and utility bills. Youth receive hands-on training and work experience. These young people learn technical skills, customer service, and office administration. Communities are strengthened by the constructive youth-adult interaction of teens educating and providing

valuable services to residents. The program also increases the visibility of the North Marin Water District's water conservation services.

# APPLICABLE STANDARDS AND ACCEPTABLE CRITERIA

The following agreed contributions by the North Marin Water District are necessary for the implementation and execution of this outlined Scope of Work.

- North Marin Water District agrees to pay for and furnish to Rising Sun Energy Center conservation hardware for installation, including: showerheads, kitchen aerators, bathroom aerators, water flow bags, pressure gauges, and toilet dye tablets
- Services shall be billed at the following rate:
  - o \$22.00 per survey: \$16.00 of which will cover the field visit and \$6.00 of which will cover the cost of data digitizing for electronic transmittal to the North Marin Water District
  - O Payments must be paid in full no later than 30 days after an invoice is submitted for each survey
- Rising Sun Energy Center will submit an invoice with each report, one by June 1, 2011 and 2012 for the spring program, one by November 1, 2011 and 2012 for the summer program, and a final invoice by January 1, 2012 and 2013 for the fall program
- These fees will be incurred regardless of whether or not hardware installations are necessary during the field visit
- This rate of \$22.00 per survey includes any and all costs and expenses incurred in the process of completing this body of work, except for the cost of showerheads, faucet aerators, and toilet dye tablets to be donated by the North Marin Water District

# DRAFT NORTH MARIN WATER DISTRICT

# **CONTRACT AMENDMENT**

PROJECT: Rising Sun Energy Center, California	Youth
Energy Services Green House Call Program	

AMENDMENT NO.: 1

DATE: July 9, 2012

JOB NO.:

TO CONSULTANT: Rising Sun Energy Center 1900 Addison Street, Suite 100 Berkeley, CA 94704

ORIGINAL CONTRACT DATE: May 9, 2011

CONTRACT FOR: Consulting Services

The Contract is changed as follows:

Part A, Section 1. B., is changed to read as follows: "The project schedule for completion in Attachment A of this agreement shall not exceed \$12,000 without prior written authorization from NMWD."

y the District and Consultant	
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cc: Consultant Job File

\\Nmwdsrv1\water conservation\Agreements\CYES Contract Amendment 071012.doc



#### **MEMORANDUM**

To: Board of Directors July 13, 2012

From: David L. Bentley, Auditor-Controller

Subj: Marin Clean Energy Participation t\ac\word\mce\marin clean energy participation.docx

# **RECOMMENDED ACTION: Approve**

# FINANCIAL IMPACT: Annual Savings of \$1,250 Annually

At the June 5 meeting staff presented a recommendation to select the Marin Clean Energy (MCE) "Light Green" option for several of the District's Novato electric services. The Board requested further analysis.

Staff asked both MCE and PG&E to provide a cost analysis of the two options using the current rates in effect. Both responded with almost the identical analysis. The District can save \$1,250 annually with MCE's Light Green option for its five A6 services, which are time-of-use accounts serving Novato's major pump stations. These five services account for 80% of the District's power consumption within the Novato city limits. MCE's Light Green option for the other 38 electric services would cost an additional \$850 annually, and are therefore served most cost effectively by PG&E.

MCE's Dark Green option, an additional 1¢/kWh, would cost an additional \$15,200 annually compared with PG&E pricing.

Rate Schedule	Accts	Annual kWh	PG&E	MCE Light Green	Light Green Savings	MCE Dark Green	Dark Green Savings
A1	33	100,000	\$23,350	\$23,500	-\$150	\$24,500	-\$1,150
A6	5	1,250,000	\$187,450	\$186,200	\$1,250	\$198,900	-\$11,450
A10S	3	200,000	\$38,500	\$39,200	-\$700	\$41,100	-\$2,600
LS1/OL1	2	1,000	\$400	\$400	0	\$400	\$0_
	43	1,551,000	\$249,700	\$249,300	\$ 400	\$264,900	-\$15,200

MCE notes that their pricing includes a Power Charge Indifference Adjustment (an exit fee) that amounts to about 4% of their cost (\$10,000 for NMWD) which will diminish in future years. PG&E is also proposing a new rate structure, rendering a prediction of future cost as challenging at best. The cost shown above is accurate with today's rates and charges. Should pricing change in the future, the District can reassess its options at that time.

As noted previously, the Stafford Treatment Plant solar project will allow the District to exceed its AB32 greenhouse gas emission 2050 goal without further green energy projects.

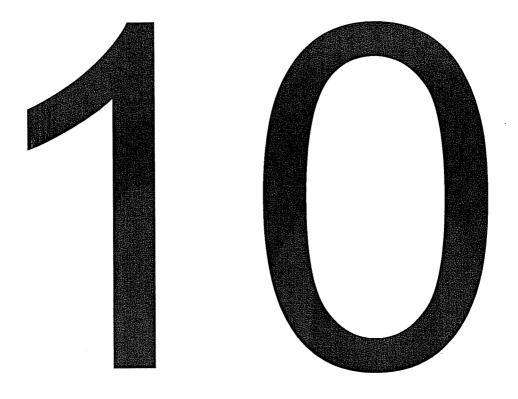
# **Staff Recommendation:**

Have MCE serve the District's five A6 accounts, saving \$1,250 annually.

t:\ac\excel\pg&e\[pge cost analysis - novato.xlsx]consolidated

MEA Annual Cost Compared to PGE Using Most Recent 12 Months Energy Consumption

			L C		Light Clean	Application Africa	Savinge
Description	Service Address	Annual / KWh	Annual PG&E Bill	Annual MEA Light Green	Savings /(Cost)	Dark Green	(Cost)
Rectifer/Controls	Amaroli Storage Tank	1,768	\$438.93	\$441.55	(\$2.62)	\$459.23	(\$20.30)
Center Rd Tank Controls	155 Sanchez Way	454	\$200.15	\$200.94	(\$0.79)	\$205.48	(\$5.33)
Palmer Dr Tank	20 Rowe Ranch Way	317	\$156.79	\$157.28	(\$0.49)	\$160.45	(\$3.66)
Bahia Pump (pp)	2160 Laguna Vista Dr	8,306	\$1,743.62	\$1,755.44	(\$11.82)	\$1,838.50	(\$94.88)
Crest Radio Transmitter	End Of Lindsey	6,164	\$1,207.43	\$1,218.72	(\$11.29)	\$1,280.36	(\$72.93)
Nunes Pump Station	Across from 12 Nunes Dr	6,580	\$1,425.80	\$1,435.61	(\$9.81)	\$1,501.41	(\$75.61)
Control Valves	Hwy 101 & San Marin Dr	4,277	\$832.53	\$844.08	(\$11.55)	\$886.85	(\$54.32)
Rockrose Pump (pp)	Rockrose Wy	2,028	\$604.42	\$607.48	(\$3.06)	\$627.76	(\$23.34)
Buck Pump Station	Buck Center - Mt Burdell	8,939	\$1,819.36	\$1,835.28	(\$15.92)	\$1,924.67	(\$105.31)
Havden Pump (pp)	Reichert & Hayden St	4,171	\$981.34	\$988.44	(\$7.10)	\$1,030.15	(\$48.81)
Rectifier/Controls	San Domingo Bet 40 & 44	168	\$147.63	\$148.09	(\$0.46)	\$149.77	(\$2.14)
Rectifier/Controls	San Andreas 1085' N/La Merida	0	\$119.60	\$119.60	\$0.00	\$119.60	\$0.00
San Andreas Pump Station	San Andreas & La Merida	9,525	\$1,984.98	\$1,996.71	(\$11.73)	\$2,091.96	(\$106.98)
Garner Plump (np)	E/O Garner Dr	3,020	\$661.02	\$664.10	(\$3.08)	\$694.30	(\$33.28)
Truman Pump Station		6,827	\$1,472.02	\$1,478.61	(\$6.59)	\$1,546.88	(\$74.86)
Bectifier/Controls	Rowland & Redwood Blvd	337	\$178.44	\$179.07	(\$0.63)	\$182.44	(\$4.00)
Rectifier/Controls	Top/Arlington Cir	42	\$130.28	\$130.28	\$0.00	\$130.70	(\$0.42)
Woodland Heights Pump	Arlington & Terry Cir	12,782	\$2,568.39	\$2,585.34	(\$16.95)	\$2,713.16	(\$144.77)
Cabro Ct Pump Station	Cabro Ct Pvt Dr Up Hill RS Top	1,381	\$377.68	\$378.95	(\$1.27)	\$392.76	(\$15.08)
Indian Hills Pump (pp)	127 Indian Hills Dr	2,978	\$766.70	\$771.99	(\$2.29)	\$801.77	(\$35.07)
Halfmoon Pump Station	455 Ridge Rd	9,004	\$1,848.96	\$1,863.63	(\$14.67)	\$1,953.67	(\$104.71)
Rectifier/Controls	W/95 Half Moon Rd	341	\$179.74	\$180.37	(\$0.63)	\$183.78	(\$4.04)
Diablo Hill Pump (pp)	Hill Rd S/O Diablo	756	\$383.89	\$384.26	(\$0.37)	\$391.82	(\$2.93)
Rectifier/Controls	21 Kavon Ct	619	\$211.89	\$212.83	(\$0.94)	\$219.02	(\$7.13)
Rectifier/Controls	End of Karla	198	\$135.63	\$135.90	(\$0.27)	\$137.88	(\$2.25)
Eagle Dr Pump (pp)	25 Eagle Dr	4,863	\$1,127.24	\$1,133.51	(\$6.27)	\$1,182.14	(\$54.90)
Controls/Tennis Light Timer	10 Charmaine Ct	0	\$119.60	\$119.60	\$0.00	\$119.60	\$0.00
Rectifier/Controls	Winged Foot Dr End	0	\$119.60	\$119.60	\$0.00		\$0.00
Windhaven Pump Station	4900 Redwood Blvd S	2,306	\$682.08	\$683.11	(\$1.03)	<del></del>	(\$24.09)
Norman Tank Electric	8 Oak Grove Dr #B	0	\$39.56	\$39.56	\$0.00		\$0.00
Rectifier/Controls	Marsh & Hanna Ranch Rd	968	\$261.23	\$264.33	(\$3.10)		(\$12.06)
Rectifier	155 Captain Nurse Cir	540	\$216.81	\$217.62	(\$0.81)	\$223.02	(\$6.21)
Black Pt Tank Elec Tower	67 StoneTree Ln	219	\$157.81	\$158.25	(\$0.44)	\$160.44	(\$2.63)
	999 Rush Creek Pi	103,600	\$19,193.98	\$19,607.56	(\$413.58)	\$20,643.56	(\$1,449.58)
Corp Yard Bidgs	999 Rush Creek Pl	61,440	\$11,626.41	\$11,880.86	(\$254.45)	\$12,495.26	(\$868.85)
Winged Foot Booster Pump	Winged Foot Dr NS	25,288	\$7,644.68	\$7,691.66	(\$46.98)	\$7,944.54	(\$299.86)
Robinhood Pump Station	7 Robinhood Dr	66,542	\$10,243.96	\$10,184.53	\$59.43	\$10,849.95	(\$602.99)
San Marin Pump Station	San Marin Pump Station	421,920	\$61,423.25	\$61,052.05	\$371.20	\$65,271.25	(\$3,848.00)
Lynwood Pump Station	Novato Blvd & Sunset	663,720	\$97,753.96	\$97,030.58	\$723.38	\$103,667.78	(\$5,913.82)
Ponti Pumo Station	Paper Mill Creek Ct	20,079	\$3,451.82	\$3,432.91	\$18.91	\$3,633.70	(\$181.88)
Wildhorse Pump Station	Blanca Dr End	95,040	\$14,607.32	\$14,512.24	\$95.08	\$	(\$855.32)
Street Light	Office Parking Lot	492	\$139.32	\$139.81	(\$0.49)		(\$5.41)
Area Lighting Lt #6	Atherton Ave	969	\$248.28	\$249.05	(\$0.77)		(\$7.73)
		4 EEO 600	\$210 GOZ 13	\$240.501.30	A100 74	€00 × 001	(\$15 183 4Q)



#### **MEMORANDUM**

To:

**Board of Directors** 

July 13, 2012

From:

Drew McIntyre, Chief Engineer

David Jackson, Associate Engineer

Re:

Recycled Water Expansion to the South Service Area - Phase 2 Project - Approve

Bid Advertisement

z:\folders by job no\6000 jobs\6056\board memos\6056 phase 2 memo re approval for bid advertisement 7-13-2012.docx

RECOMMENDED ACTION:

Board Authorize Bid Advertisement of the Recycled Water

Expansion to the South Service Area - Phase 2 Project

**FINANCIAL IMPACT:** 

Estimated at \$1,300,000

#### Background

Recycled Water Expansion to South Service Area project (see Attachment 1) consists of installation of three pipeline segments (totaling 5.4 miles in length) and rehabilitation of the 0.5 MG Reservoir Hill tank for recycled water storage. The South Service Area projects were designed by Nute Engineering with review by the District. Phase 2 is the last segment of the South Service Area project scheduled to be constructed and is ready to move forward to the bid phase.

The following project schedule identifies key dates including the proposed bid advertising date.

#### **SCHEDULE**

Advertise Project	July 31,2012
Plans & Specs available	August 1, 2012
Pre-Bid Meeting	August 16,2012
Bid Opening	September 6, 2012
Board Authorization of Award (tentative)	September 18, 2012
Notice of Award (tentative)	September 21, 2012
Notice to Proceed	September 28, 2012
Construction Complete (210 days)	April 26, 2013

# Project Description and Costs

The Phase 2 project includes installation of: 2,060 feet of new 12-inch pipeline on Main Gate Road, North Hamilton Parkway, and State Access Road; 6,970 feet of new 8-inch pipeline on State Access Road, Hamilton Parkway, South Palm Drive, Hanger Avenue, and Bolling Drive. Construction is to be by the open cut trench method.

The current Engineer's Estimate (\$1,300,000), based on the more complete design, is \$132,000 above the estimated cost approved with the SRF loan application (\$1,168,000). An updated Project Summary will be prepared when bids are received.

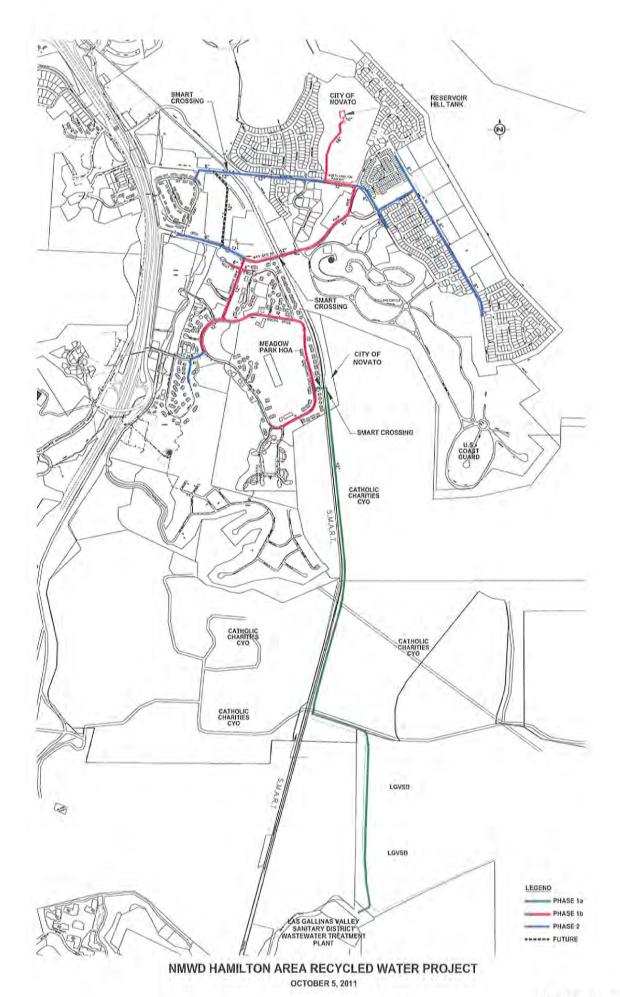
The project will receive 25% federal grant funding from Water SMART Grant funds via Bureau of Reclamation awards. No American Recovery and Reinvestment Act grant funds will be used for this project.

As reported previously, SRF loan approval for the District's South Novato Area Recycled Water Projects was obtained on March 7, 2012.

The total estimated project costs of ~\$7.5M remains unchanged from that last presented to the Board.

## **RECOMMENDATION**

Board authorize bid advertisement of the Recycled Water Expansion South Service Area – Phase 2 Project.



## **MEMORANDUM**

To:

**Board of Directors** 

July 13, 2012

From:

Drew McIntyre, Chief Enginee

David Jackson, Associate Engineer

Subject: Recycled Water Expansion South Service Area - On-Site Retrofits, Group 1S: Award

**Construction Contract** 

Z:\Folders by Job No\6000 jobs\6056\Board Memos\6056 Onsite 1S Contract Award to Wildcat Engr 07-13-12 BOD Memo.docx

**RECOMMENDED ACTION:** 

Approve Contract to Wildcat Engineering and authorize the

General Manager to execute an agreement with Wildcat

Engineering.

FINANCIAL IMPACT:

\$165,053 plus \$8,400 contingency (5%)

# Background

The Recycled Water South Service Area On-site Retrofit Construction Project (Group 1S) consists of on-site retrofits to convert six customer sites from current potable water use for irrigation to recycled water use (see Attachment 1 for a map of the sites). The Board authorized bid advertisement for the above referenced project on June 5, 2012. The advertisement date for this project was June 11, 2012 with a bid opening on July 10, 2012. The District advertised the project in the Marin IJ and mailed contract documents to eleven (11) interested contractors and builders exchanges in the greater bay area. Six (6) prime contractors attended the mandatory pre-bid meeting on June 28, 2012. The bid period was for approximately four (4) weeks and included one addendum. Three bids were received ranging from a low of \$165,053 to a high of \$209,000.

	CONTRACTOR	BID -
1.	Wildcat Engineering, Petaluma	\$165,053
2.	Gardener's Guild, Richmond	\$175,688
3.	Ashlin Pacific, Petaluma	\$209,000

The Engineer's Estimate was \$150,000. The bid span between the Number 1 and Number 2 low bidders (Wildcat Engineering and Gardener's Guild) was \$10,635 (for a variance of 6%).

## **Bid Evaluation**

Wildcat Engineering submitted the lowest responsive bid of \$165,053 which is \$15,053 (10%) above the Engineer's construction cost estimate of \$150,000. A bid evaluation (Attachment 2) was performed by District staff. The attached analysis shows that Wildcat Engineering complied with the bidding requirements.

Recycled Water South Service Area OnSite Retrofits Group 1S- Award Construction Contract BOD Memo July 13, 2012
Page 2 of 2

# Project Financing

The project is included in the FY2012/13 Budget. The total estimated project costs of ~\$7.5M for the entire recycled water project remains unchanged from that last presented to the Board.

# **Project Description**

The Recycled Water South Group 1S Retrofit Construction project includes six sites for restoration. These are: two sites at the Bay Vista Apartments (9 Hathaway Drive and 7 Hutchins Way) and four sites owned by the Meadow Park Home Owner Association (HOA); 369 Bolling Circle, 440 Bolling Circle, 87 Bolling Circle and 100 Moffitt Court. The contractors' work includes disconnecting the customer irrigation system from the potable water meter, installation of new piping from the recycled water meter to the irrigation system connection points, installation of signage, markers and tagging that identify the potable and recycled water appurtenances and other tasks as specified in the design drawings.

# <u>RECOMMENDATION</u>

That the Board approve award of the contract to Wildcat Engineering and authorize the General Manager to execute an agreement with Wildcat Engineering.

#### **MEMORANDUM**

Date: July 11, 2012

From:

David Jackson, Associate Engineer

Subject:

Recycled Water Expansion, South Service Area On-Site Retrofits Group 1S - Bid

Evaluation, NMWD Job No. 5.6056.20 Z:\Folders by Job No\6000 jobs\6055\Onsite Retrofits\Group1s -Bid Eval.docx

Three (3) bid packages were received for the On-Site Retrofits Group 1S contract. All bids were opened on Tuesday July 10, 2012 at around 3:15 p.m. The apparent low bidder was Wildcat Engineering. Wildcat Engineering's base bid was \$165,053. Their base bid was \$10,635 less or 6% lower than the second low bidder, Gardener's Guild, and \$43,947 less or 21% lower than the third low bidder, Ashlin Pacific. Wildcat Engineering submitted the lowest responsive responsible bid and is recommended for award the On-Site Retrofits Group 1S contract to Wildcat Engineering. A more detailed description of the review is as follows:

General Requirements: Two general requirements for all bidders were to: 1) Attend a mandatory pre-bid conference and 2) Submit a complete bid package. A mandatory pre-bid conference and site meeting for the referenced project was held on June 28, 2012. Names and signatures of company representatives from all three (3) of the lowest bidders appear on the Pre-Bid Site Meeting Attendee List (see attachment A) sign-in sheet. However, Gardener's Guild representative did not arrive for the meeting on time and joined the group at the site visit, the Ashlin Pacific representative stated that that should not be allowed and that he would protest if Gardener's Guild was the low bidder. Based on a review of the bid packages received on July 10th, two of the three (3) lowest bidders have submitted a complete bid package including all required forms and documents.

Bid Schedule and Base Bid Amounts: The base bid schedule consisted of six (6) lump sum bid items. The first 5 bid items are for the work divided by the site location. Bid item 3 for the combined sites S21 and S22 included the re-location of two packaged booster pump systems. This item had the greatest variation in bids. Item 6 is a fixed lump sum amount of \$2000 to be used by all bidders for As-Built Drawings.

Wildcat Engineering's base bid is \$10,635 less than Gardener's Guild and \$43,947 less than Ashlin Pacific. The bid spread for Bid Item 3 (Site 21 and 22) accounted for the bulk of the difference between the bidders. Wildcat Engineering's price for Item 3 is \$49,400. Gardener's Guild's price was \$121,083 and Ashlin Pacific's \$153,180. A spreadsheet showing bid results is included as an attachment.

The main reason for the price variations for Bid Item 3 appears to be the relocation of the pumps and the electrical work required.

Wildcat Engineering and Ashlin Pacific acknowledged receipt of Addendum #1, however, Gardener's Guild did not acknowledge addendum #1 in their bid package.

Engineer's Cost Estimate: The Engineer's cost estimate for the On-Site Retrofits Group 1S contract is \$150,000. This amount is \$15,053 less than or 9% of Wildcat Engineering's base bid. Gardener's Guild's bid is 17% higher than the Engineer's estimate. The Engineer's estimate was within 17% of the 2 lowest bids received. The closeness of the lowest two bidders' price to the Engineer's estimate is a fairly good indication that the bidding was competitive.

List of Subcontractors: The three (3) lowest bidders provided information regarding their proposed subcontractors usage on the form provided. Wildcat Engineering listed one (1) subcontractor, Gardener's Guild listed two (2), and Ashlin Pacific listed one subcontractor. It should be noted that all three (3) bidders listed subcontractors for the electrical and pump work. While it is not possible to determine the exact value of the work that bidders intend to subcontract out, based on the description of the work proposed to be subcontracted it appears reasonably certain that all three (3) will meet the requirement for the prime contractor to perform at least 50% of the work.

Contractor Licensing: An online check through the California State Licensing Board confirmed that Wildcat Engineering and Ashlin Pacific have a valid Class A contractor licenses. Gardener's Guild has a valid class C27 license (landscaping) It has also been confirmed that all of the subcontractors identified by these bidders are properly licensed for the type of work they would be performing.

<u>Bid Security:</u> Bidders were required to provide a bid security in the form of either a check or a Bid Guaranty Bond. All three lowest bidders elected to provide a Bid Guaranty Bond. The bonds are for 10% of their base bid as required and the form provided in the bid documents is used. No attempt has been made to determine the validity of the bonds.

<u>Section 004600 - Certification of Bidders Experience and Qualifications:</u>

This section addresses essential requirements, company experience, safety qualifications and financial qualifications. The three lowest bidders all met the minimum requirements.

<u>Section A (Essential Requirements)</u> is a set of 7 yes or no questions related to licensing, insurance, bonding, and criminal history. All bidders provided an acceptable response to all questions.

<u>Section B (Company Experience)</u> specifies minimum bidder experience requirements. The basic requirement is that the bidder have no less than five (5) years experience with similar work. The references that were contacted from the work experience listing stated that Wildcat Engineering did a good job on their projects.

All three bidders listed multiple projects of similar value and work.

Section C (Safety Qualification Criteria) provides minimum safety criteria that the successful bidder must meet. Wildcat Engineering and Ashlin Pacific provided the required quantitative calculations showing that they satisfied the specified safety criteria. Gardener's Guild's 3-year average EMR (1.04%) was higher than 100% so their RIR and LTIR needed to be provided. Their average RIR (10.08) was greater than the 5.5 maximum allowable and their average LTIR (3.41) was higher than the maximum acceptable average of 2.0. However, they did provide a letter from their Insurance broker explaining the circumstances of a non-fault accident and that once cleared from the record, would modify their three year average below the 100%. Consequently Gardener's Guild could not be awarded the contract in accordance with Section C – Safety Qualification Criteria of Section 00460 (Certification of Bidder's Experience and Qualifications), unless this irregularity was waived by the District.

Section D (Financial Qualifications) All three (3) bidders noted that they had neither filed any claims nor had any claim filed against them during the past five (5) years.

R:\Folders by Job No\6000 jobs\6056\Phase 1a\Bid Phase\Bid Schedules

	% of Engr Est. Delta low bid 110.0% \$10,635 117.1% \$43,947	
٠	Check Sum % \$165,053 \$175,688 \$209,000 \$183,247	\$150,000
	\$2,000 \$2,000 \$2,000 \$2,000	\$2,000
	37 237	\$16,325
	\$27,013 \$17,322 \$16,560	\$16,800
	\$49,400 \$121,083 \$153,180	\$83,000
18	50 50 50 50 50 50 50 50 50 50 50 50 50 5	\$15,325
s, Group	\$28,103 \$11,328 \$12,420	\$16,550
- On-Site Retrofit \$150,000	7otal Base Bid \$165,053 \$175,688 \$209,000	\$150,000
Recycled Water South Area - On-Site Retrofits, Group 1S Engineers Estimate \$150,000	Contractor Wildcat Engineering Gardener's Guild Ashlin Pacific	Average all bids Engineers Estimate-#
Bid Results 5.6056.20	Rank 1 2 3	

•

## **MEMORANDUM**

To:

**Board of Directors** 

Date: July 13, 2012

From:

Drew McIntyre, Chief Engineer

Robert Clark, Operations/Maintenance Superintendent

Subject:

Point Reyes Well #3 Replacement – Updated Cost Analysis

z:\folders by job no\6000 jobs\6603.20\6603.20 project cost analysis 7-13-12 bod memo.doc

**RECOMMENDED ACTION:** 

Information only.

FINANCIAL IMPACT:

None.

# Background

At the July 3, 2012 meeting, the Board approved the West Marin FY2012-13 Budget including \$165,000 to complete the Pt. Reyes Well #3 Replacement Project. At that time, Director Rodoni requested that staff return to the Board at a later date with a summary of recent cost increases related to the project. The purpose of this memo is to summarize project costs for the Pt. Reyes Well #3 Project and identify the reasons necessitating increases in total estimated project costs.

# **Project Cost Analysis**

Project costs related to replacement of Pt. Reyes Well #3 are now divided into three different components: (1) Replacement, (2) Rehabilitation, and (3) Destruction. A tabulation of prior FY2010-11 (FY11) and FY2011-12 (FY12) expenses is provided in Table 1. Replacement costs of \$77,657 consists of permitting and design expenses for a new well to replace the existing Well #3. The bulk of these costs were permitting costs attributed to the well being located on Federal property and within the Local Coastal Plan. Rehabilitation costs of \$15,415 capture District expenses related to the failed attempt to rehabilitate existing Well #3 casing. The third and final component related to the Well #3 project is destruction of Well #3 in accordance with County and State standards. This work will occur in FY13 but a County permit fee (approx. \$1,000) was posted in FY12. When combined, Table 1 shows that FY11 and FY12 cost for the project totaled \$94,028.

TABLE 1

DESCRIPTION	FY11	FY12	TOTAL COST
2 6603.20 Pt. Reyes Well #3 Replacement 2 6603.21 Pt. Reyes Well #3 Rehab 2 6603.22 Pt. Reyes Well #3 Destruction	\$0 \$15,415 \$0	\$77,657 \$0 \$956	\$77,657 \$15,415 \$956
- Cook and Decident	40	_	\$94,028

Projected FY13 expense

**Total Projected Cost** 

Historical estimated FY13 project costs for both new well construction and old well abandonment are provided in Table 2. At the April 17, 2012 meeting, the Board was first presented with FY13 costs for construction of a new well. Estimated costs were \$100,000. This cost estimate was developed using the outside consulting engineer's (GHD's) estimate. This estimate ended up being significantly below actual bids and an updated total project cost estimate was provided to the Board at the June 5, 2012 meeting. At that time, FY13 budgeted project cost increased from \$100,000 to \$140,000. Again, the sole reason for the increase of \$40,000 was the difference between the engineer's estimate and actual low bid for construction of the well. Subsequently, at the July 3, 2012 meeting, the final West Marin budget approved by the Board included a new updated FY13 Pt. Reyes Well #3 budgeted project cost of \$165,000 (an increase of \$25,000). The reason for this most recent increase is primarily attributed to: (1) adding costs to abandon Well #3 (estimated at \$10,000), (2) an increase of estimated District costs related to more complicated electrical work, and (3) an increase in the contingency to provide for an upgraded cost contingency buffer.

TABLE 2

IABL			
DESCRIPTION	Bl	JDGET REV	IEW
	4/17/2012	6/5/2012	Approved 7/3/12
Abandon Well No. 3	-	-	\$10,000
Well construction (by contractor)	\$70,000	\$110,000	\$110,000
Well connection to system (by NMWD)	\$5,000	\$5,000	\$15,000
Construction Administration	\$15,000	\$15,000	\$15,000
Contingency	\$10,000	\$10,000	\$15,000
G .	\$100,000	\$140,000	\$165,000
<u>Summary</u>			
Total expense thru 6/30/12			\$94,028

\$165,000

\$259,028

# DISBURSEMENTS - DATED JULY 5, 2012

Date Prepared: 7/3/12

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	Aberegg, Michael	Drafting Services: City Admin Offices - Facilities (Balance Remaining on Contract \$7,571)	\$414.00
2	Advanced Reproduction Center	Plans/Specs - Recycled Water North Onsite Retrofit (5 sets)	151.90
3	Aguiar, Vincent M.	Novato "Washer Rebate" Program	50.00
4	AirGas	Carbon Dioxide (5 lbs) (\$115), Regulator Flowgauge (\$107), Nipple Hose & Nut	228.15
5	ALLDATA	Renewal of Service Plan - Fleet Maintenance Software (7/1/12 - 7/1/13) (Budget \$0)	1,500.00
6	American Family Life Ins	June Employee Contrib for Accident, Disability & Cancer Ins	3,623.44
7	American Water Works Assoc	Annual Dues (Chandrasakera) (8/1/12 - 7/31/13) (Budget \$250)	238.00
8	Athens Administrators	Replenish Self-Funded Workers' Comp Account (LeBrun & Castellucci)	4,100.06
9	AT&T Mobility	Cellular Charges: Monthly (\$449) & Airtime (\$10) (15)	458.54
10	AT&T	Telephone Charges: Leased Lines (\$273), Local (\$4) & Minimum (\$636)	913.65
11	Baker, Jack	Director's Fee (\$200) & Recycled Water Subcommittee Meeting - 6/19 (\$100)	300.00
12	Bank of America	Refund Duplicate Payment of Lien Due for 507 Oceana Drive, Dillon Beach	2,923.16
13	Bastogne	Refund Payment on Closed Account	140.33
14	Bay Area Barricade Service	Blue & White Chalk (\$136), Blue, White & Red Marking Paint (\$257), Knee Boots (\$65) (Jeff Corda & Garrett) & 28" Safety Cones (24) (\$418)	876.80
15	Bold & Polisner	May Legal Services: Prop 218 Letter (\$429), RW Exp South Phase 1B (\$425) & Wayne Loan (\$92)	947.00

Seq	Payable To	For	Amount
16	Business Card	Reg Fee: ACWA Region 1 Program June 2012 (DeGabriele) (\$25), Display Ads: O.M. CIPP Notice to Bidders (\$299), Recycled Water So. Retrofit (\$536), Coffee (4-96oz Boxes) & Bagels (26) for Const Training (\$114), Water Conservation Advertising (\$62), Internet Pymt Fee (\$158) & Power Supply for Telephone System (4) (\$118)	1,312.24
17	California State Disbursement	Wage Assignment Order (3)	1,478.50
18	Calpico	Grounding Clamps (500)	1,519.00
19	Chandrasekera, Carmela	Exp Reimb: Reg Fee - BAWWA Tour & Dinner Meeting (\$40) & Membership Dues (1/12-12/12) (\$20)	60.00
20	Core Utilities	Consulting Services: May IT Support (\$5,000), SCADA (\$350) & Utility Billing: Provided Sample Meter Stat Report, Updated Tables & WM Rates for On-line Calculator, Completed New Meter Reading Summary Report (\$900)	6,250.00
21	Cummins West	Provide & Install an Electrically Regenerated Exhaust Filter to Meet CARB Emissions Rule ('99 F350 3 yd Dump Truck)	14,526.25
22	Cummings Trucking	Rock (50 yds)	1,725.74
23	DB Claims Services Group	Adjustment Services - 25 Hamilton Dr Water Damage Claims - Lombrozo (\$514), 25 Hamilton Dr LLP/ Easley (\$338) & Compare/Contrast Travelers & Argonaut Insurance Policies (\$480)	1,332.86
24	Deanda, Olivia	Novato "Washer Rebate" Program	50.00
25	De Gabriele, Chris	Exp Reimb: June Mileage	163.73
26	Charles Z. Fedak	Prog Pymt #2: Financial Statement Audit FY12 (Balance Remaining on Contract \$13,500)	4,903.00
27	Fisher Scientific	Ethyl Dramine Tetra-Acetric Acid (Titrant for Hardness & Calcium-Lab)	33.88
28	Forder, Monica	Novato "Washer Rebate" Program	50.00
29	Fraites, Rick	Director's Fee (\$200) & North Bay Watershed Assoc Meeting - 6/1 (\$100)	300.00
30	GHD	Engineering Services: Aqueduct Relocation (Balance Remaining on Contract \$30,843)	3,693.25
31	Golden Gate Petroleum	Gasoline (\$3.84/gal) & Diesel (\$3.55/gal)	3,406.98

Seq	Payable To	For	Amount
32	Grainger	Light Bulbs (6) & Nozzle Gaskets for Fire Hose Connections (50) (\$98)	144.24
33	Gray, Kevin	Novato "Cash for Grass" Program	200.00
34	Hach	Alkaline Cyanide Reagent (2), Ascorbic Acid Pillows (200), Ampule Kit (\$166), Chlorine Reagent, Plastic Measuring Tube (2) & Square Glass Bottles (6)	321.99
35	Home Depot	Gift Cards for Safety Program	150.00
36	Indian Valley College	Sand, Strip & Paint Generator Panels (O.M.)	1,200.00
37		Vision Reimbursement (\$368) & Cafeteria Plan - Uninsured Medical Reimbursement (\$72)	440.51
38	JP Morgan/Chase Bank	Refund Duplicate Payment of Lien Due for 46 Kona Ln, Dillon Beach	268.60
39	The Knox	Locking Hydrant Cap	236.53
40	Larsengines	Replacement Water Pump ('05 Water Tank w/Trailer)	442.79
41	LeBrun, Kent	Tuition Reimbursement: Welding Class @ Indian Valley College	118.00
42	Maltby Electric	Electric Conduit & Fittings	46.39
43	Marin County Recorder	Release Fee for Liens - D L Gan, 30 Waikiki Ln, Broffman, 440 Oceana Dr, Percell, 536 Oceana Dr. & Burris, 7 Tahiti Dr (O.M.)	65.00
44	Marin Reprographics	Toner Cartridge (Eng)	237.62
45	Mitech Controls	Flowmeter (Eng)	1,383.35
46		Wage Assignment Order	284.00
47	Office Depot	Copy Paper (100 rms) (\$378), Calculator Ribbon (8) & Label Tape (4) (Less Credit Received \$216 for Return of Printer)	208.03
48	Pace Supply	Brass Caps (4) (\$123), Angle Meter Stops (12) (\$1,991), Couplings (56) (\$1,467), Service Saddles (12) (\$472), Tracer Wire (10,000') (\$1,595), Bolts (452) (\$1,692), Nuts (40) (\$64) & Gaskets (43) (\$484)	7,888.63
49	Pacific Coast Cutters	Saw Cut Concrete to Connect to Switchgear (\$902) (Budget \$1,500) & Saw Cut Walkway Columns @ Front Office (10) (\$543)	1,445.50

\*Prepaid

Seq	Payable To	For	Amount
50	Pape Machinery	Lock Nuts (2) & Nuts (2)	22.48
51	Peterson Trucks	Turn/Combo Switch ('02 Int'l 5 yd Dump Truck)	173.19
52	NMWD Petty Cash	Petty Cash Reimbursement - Safety Bucks, Bridge Toll, Safety Snacks, Mileage, Colored Card Stock, Processing Fee for Pt Reyes Well Permit, Meals & Physical Inventory Snacks	157.68
53	Petterle, Stephen	Director's Fee	200.00
54	PG&E	Power: Bldgs/Yard (\$32), Rectifier/Controls (\$265), Pumping (\$8,860) & Treatment (\$16)	9,173.25
55	Protection Engineering	Zinc Anodes (174) (\$3,791) & Polyguard Primer (4 qts) (\$73)	3,864.34
56	PVS Minibulk	Sodium Hypochlorite (988.85 gals)	1,513.51
57	Red Wing Shoe Store	Safety Boots (Jennison)	165.99
58		Cafeteria Plan - Uninsured Medical Reimbursement	157.99
59	Rodoni, Dennis	Director's Fee	200.00
60	Schoonover, John	Director's Fee Less Deferred (\$150) & Recycled Water Subcommittee Meeting - 6/9 (\$100)	250.00
61	Steel Structures Painting	Membership Dues (McIntyre) (7/1/12-6/30/13) (Budget \$100)	95.00
62	Verizon California	Telephone Charges: Leased Lines (\$329) & Minimum (\$66)	395.49
63	Winzer	Nuts, Bolts, Washers, Sanding Discs (\$93) & Hand Cleaner	235.21
64		Cafeteria Plan - Child Care Reimbursement TOTAL DISBURSEMENTS	400.00 <b>\$89,755.77</b>

The foregoing payroll and accounts payable vouchers totaling \$89,755.77 are hereby approved and authorized for payment.

Page 4 of 4

Auditor-Controller Date

eneral Manager Da

## NORTH MARIN WATER DISTRICT CHECK REQUEST

(Check Request fo	rm to be used only when payee ca	nnot provide a	n invoice or st	atement)
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Purpose:	DIRECTOR'S FEE			
CHARGE TO:				
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\\nimwdsrv1\administration\forms\check reduest.doc Rev.06/09	T;\FINANCE\Accounts Payable\[paytag.xls]Sheet1	Rev. 06/09	TOTAL _	103-00

## MaryAnn Dowden

From:

Renee Roberts

Sent:

Thursday, June 14, 2012 8:15 AM

To:

MaryAnn Dowden

Subject:

FW: Meeting compensation

**From:** Rick Fraites [mailto:ricfraites@aol.com]

**Sent:** June 13, 2012 5:39 PM

To: Renee Roberts

Subject: Meeting compensation

### Renee:

I am requesting the regular compensation for attending the June 1 North Bay Watershed Association meeting, held at the offices of the Novato Sanitary District.

Thanks you,

**Rick Fraites** 

ricfraites@aol.com

## NORTH WARIN WATER DISTRICT CHECK REQUEST

PAYEE:	orm to be used only when pay			
BAKER.	JACK	DATE	6/12/12	_
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NOVAT	D, CA 94949	TOTAL	6/12/17	/
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LEQUESTED BY				
APPROVED TO PAY BY				
			TOTAL	100.00

## MaryAnn Dowden

From:

**David Bentley** 

Sent:

Tuesday, June 19, 2012 2:36 PM MaryAnn Dowden; Connie Filippi

To: Cc:

john schoonover; jack baker

Subject:

RE: Meeting Compensation

Mary Ann

Please compensate Directors Baker and Schoonover accordingly....David

From: jack baker [mailto:jckbaker@gmail.com]

**Sent:** June 19, 2012 2:29 PM

**To:** David Bentley **Cc:** john schoonover

Subject: Meeting Compensation

David,

This morning Director Schoonover and I attended a meeting of the "Recycled Water Subcommittee" held at the Novato Sanitary District office. Also present were Chris Degabriele, Drew McIntyre and various representatives of the Novato Sanitary District and the Las Gallinas Valley Sanitary District. Please iniate compensation for mtg. attendance per District policy.

Thank you Jack Baker

# NORTH WARIN WATER DISTRICT CHECK REQUEST

(Check Request	t form to be used only when payee ca	nnot provide an invoice or statement)
PAYEE:		, statement)
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PURPOSE:	DIRECTOR'S FEE LES	
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CHARGE TO:		
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APPROVED TO PAY BY		
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	TAFIMALOGIA	TOTAL 100,02

### MaryAnn Dowden

From:

**David Bentley** 

Sent:

Tuesday, June 19, 2012 2:36 PM MaryAnn Dowden; Connie Filippi

To: Cc:

john schoonover; jack baker

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Thank you Jack Baker

## **DISBURSEMENTS - DATED JULY 11, 2012**

Date Prepared: 7/10/12

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

Seq	Payable To	For	Amount
PR*	Employees	Net Payroll PPE 6/30	\$120,024.97
EFT*	Bank of the West	Federal & FICA Taxes PPE 6/30	45,506.97
1	Able Tire & Brake	Tires (8) ('05 Honda Civic Hybrid-\$150, '02 Int'l 5 yd Dump Truck-\$818, '02 Chevy 3500-\$315 & '89 Kalmar Fork Lift-\$222)	1,504.06
2	Ali, Elisa	Novato "Washer Rebate" Program	50.00
3	All Star Rents	Propane (12.30 gals) (STP)	50.58
4	Bay Alarm	Quarterly Fire Alarm Monitoring Fee (STP)	292.14
5	Bergeson, Edythe	Novato "Cash for Grass" Program	157.50
6	Bergeson, Edyie	Novato "Toilet Rebate" Program	75.00
7	BPG Novato	Refund Overpayment on Closed Account	26.11
8	Bramon, Toni	Novato "Toilet Rebate" Program	150.00
9	Building Supply Center	Soap for Poison Oak & Poison Oak Spray (24 oz)	14.56
10	Calif Public Health Services	Drinking Water Distribution Operator Certification Renewal (Clark, Grade D3- December 2012-2015) Budget \$70)	90.00
11	State of California	State Tax & SDI PPE 6/30	8,679.03
12	California Bank of Commerce	Prog Pymt #2 & #3: Retainer on Disney Const Project	26,810.00
13	Calpico	Anodes (8) (\$1,224), Grounding Clamps (20) (\$130), T-Caps (20) (\$62), Cadwell Shots (20) (\$49) & Sleeves for #8 Wire (50)	1,485.69
14	Campways	Replacement Tool Box ('07 Silverado)	793.81

Seq	Payable To	For	Amount
15	Charles Assoc, Leonard	Environmental Documents, Additional Wetlands Surveys & Analysis for Pt Reyes Well #3 Replacement Project (\$21,170) & Environmental Review for PRE Tank #4 Project (\$2,740) (Balance Remaining on Contract \$12,510)	23,910.00
16	HSBC Business Solutions	Coffee (\$56) & Sugar	57.47
17	CSW/Stuber-Stroeh Engineering	Prog Pymt #14: Aqueduct Energy Efficiency Project (Balance Remaining on Contract \$114,049)	12,502.48
18	Disney Construction	Prog Pymt #2 & #3: Contract Recycled Water South Phs 1b (Balance Remaining on Contract \$2,144,124)	241,290.00
19	Eberhart Software Consulting	Sage ABRA Support Renewal (7/21/12-7/21/13) (Budget \$820)	810.67
20	Environmental Management	Construct 800' Access Road for Solar Project	5,000.00
21	Farwest Corrosion Control	Cott Little Finks with Stainless Steel Terminals (16)	341.34
22	Fisher Scientific	Pipettes (270) (\$64) & Pipette Tips (\$86) (1,200) (Lab)	150.07
23	Kevin Furlong Construction	Install Sewer Manhole (OM)	7,260.00
24	Arthur J. Gallagher	FY13 Property & Liability Coverage (\$87,696) & Excess Workers' Comp Premium (\$47,762)	135,458.00
25	Grainger	Impact Wrench	139.97
26	Groeniger	Trans Coupling	328.15
27	Guerra, Marino	Novato "Toilet Rebate" Program	225.00
28	Guin, Michelle	Novato "Washer Rebate" Program	50.00
29	Hach	Chlorine Reagent (\$58) & Chlorine Reagent Set (STP)	116.72
30	Hargreaves, Michael	Facility Map Database Analysis (Balance Remaining on Contract \$1,290)	1,800.00
31	Hoffman, Thomas	Novato "Cash for Grass" Program	87.50

Seq	Payable To	For	Amount
32	Industrial Vacuum Equipment	Rental of Hurricane Vacuum w/100' Heavy Duty Hose (1 wk) (STP GAC Replacement)	5,597.50
33	Irish & Son's Welding	Weld 6" & 8" Spools (Fireman's Fund)	630.00
34	Kelly-Moore Paint	Paint (6 gal) (\$206) & Primer (2 gals) (\$77) (Ponte Tank & Electrical Building at O.M. Pump Station)	283.74
35	Kiriakopolos, Ulla	Novato "Washer Rebate" Program	50.00
36	Lingenfelter, Carl	Novato "Cash for Grass" Program	302.50
37	Makinson, Nancy	Novato "Toilet Rebate" Program	75.00
38	Marin Color Service	Paint (2 gals) (\$78), Sand Paper, Roller & Roller Covers (Front Walkway)	102.86
39	Marin Landscape Materials	Concrete (5 yds) (\$729), Sand, Splash Blocks for Backflow Devices (3), Soil (2 yds) (\$72) & Grass Seed (1lb)	836.16
40	Maselli & Sons	Ignition Module for Weed Wacker	70.15
41	McLellan, WK	Misc Paving: Novato Area (399 S.F.)	3,760.25
42	McMaster-Carr Supply	Wheels & Tires for Lake Boat Hitch Dolly (\$126), Tires & Rims for Hand Cart @ STP (\$122) & Safety Limit Switch (\$51)	299.75
43	Menke, Gerry	Novato "Washer Rebate" Program	50.00
44	North Marin Auto Parts	Oil Filters (10) (\$79), Motor Oil (37 qts) (\$188), Spark Plugs (2), Gear Oil (5 gal) (\$128), Air Filters (8) (\$189), Axle Bolts (2), Gear Pump Oil, Bolts (50), Door Strut (\$30), Head Gasket Test Fluid, Distributor Caps (2) (\$77), Rags (60 lbs) (\$102), Wheel Bearings (4) (\$75), Radiator Hoses, Gas Hose, Starter ('99 F250) (\$183), Fuel Filter, Parts Washer (\$94), Electrical Wire (15'), Hose (4'), Couplers (2), Light Socket, Tubing (6'), A/C Belt, Drivebelt ('02 Chevy P/U) (\$99) & Radiator Hose	1,353.49
.45	North Bay Gas	Welding Supplies (\$323), Nitrogen (\$456) (STP) & June Cylinder Rental (\$307)	1,086.40
46	Northern Tool & Equipment	Super Duty Air Impact Wrench	699.99

Seq	Payable To	For	Amount
47	Novato Builders Supply	Tube, Rebar (14) (\$94), Epoxy (\$243) (8 22oz), Form Boards (100) (\$43), Form Stakes (175) (\$53), Screws (8 lbs) (\$34), Lumber (\$164), Cement (\$39) & Dowels	728.58
48	Novato Realty Partners	Refund Excess Advance for Const Over Actual Job Cost (Chipotle Mexican Grill)	29.71
49	Pace Supply	Box Lid (\$136), Ells (3) (\$115), Traffic Lids (16) (\$272), Air Release Valves (4) (\$2,063), Ells (\$450), Nipple, Splice, 6" Service Saddles (8) (\$687), Garlocks (4) (\$119),Couplings (2) (\$1,084), Reducer, Gasket Rings (5) (\$101) & Angle Meter Stops (25) (\$936)	7,150.80
50	Pacific Coast Cutters	Saw Asphalt @ Center & Holstrom	380.24
51	Pape Machinery	V-Belt (\$121) & Tie Rod Assemblies (2) (\$1,175) ('04 John Deere Backhoe)	1,296.32
52	PDM Steel Service Centers	Channel Iron	136.30
53	Peroni, Emil	Novato "Toilet Rebate" Program	75.00
54	PERS Retirement System	Pension Contribution PPE 6/30	43,197.25
55	Pini Hardware	Hardware Supplies (STP), Carabiner Clip, Pail, Sandpaper (\$35), Wood Filler, Bucket, Pipe Fittings, Key Rings, Velcro, Door Bell, Concrete Anchors (\$39), Garden Hose, Paint Roller Cover, Fertilizer, Vinegar, Shop Vac Filter & Metal Rods (4) (\$35)	268.62
56	Point Reyes Light	Display Ad: Notice of Public Hearing - Oceana Marin Sewer Service (\$40) & Pt Reyes Water TP Solids Handling Project-Notice of Intent (\$192)	232.00
57	PVS Minibulk	Sodium Hypochlorite (993.13 gals)	1,519.85
58	Ramudo, Pablo	Exp Reimb: Reg Fee - BAWWA Dinner Meeting (\$40), Lodging - ACWA W.Q. Meeting (\$131) & Mileage (\$198)	368.26
59	Roberts & Brune	8" Backflow Gate Valve for Recycled Water	4,394.25
60	Sebastopol Bearing & Hydraulic	Hitch Assembly ('08 F250) (\$148) & Flare Fitting Plug	149.40

Seq	Payable To	For	Amount
61	Shamrock	Cement & Sand Mix for Center Road Project	716.26
62	Shirrell Consulting Services	July Dental Ins Adm Fee	299.45
63	Shirrell Consulting Services	June Dental Expense	5,184.20
64	Thomey, Michael	Novato "Toilet Rebate" Program	225.00
65	Tracom	One Piece Fiberglass Building (Pacheco Tank Mixing Sys) (Budget \$15,000)	14,440.00
66	Verizon Wireless	June CIMIS Station Data Transfer Fee	19.08
67	VWR International	Freight on Calibration Kit TOTAL DISBURSEMENTS	13.10 <b>\$731,259.25</b>

The foregoing payroll and accounts payable vouchers totaling \$731,259.25 are hereby approved and authorized for payment.

fabriele 1/10/2012

### **MEMORANDUM**

To: **Board of Directors**  July 13, 2012

From: David L. Bentley, Auditor-Controller

Residential Consumption 20-Year History

t:\ac\word\memo\13\sf residential consumption.docx

### **RECOMMENDED ACTION:** Information

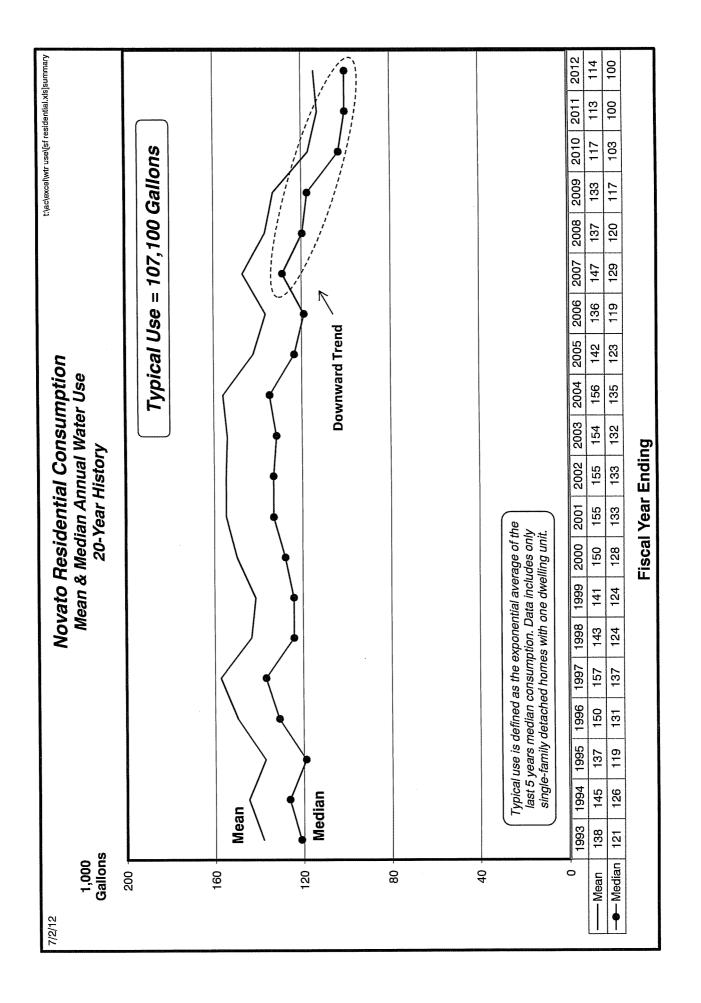
FINANCIAL IMPACT: Reduced Water Sales Revenue and Purchased Water Cost

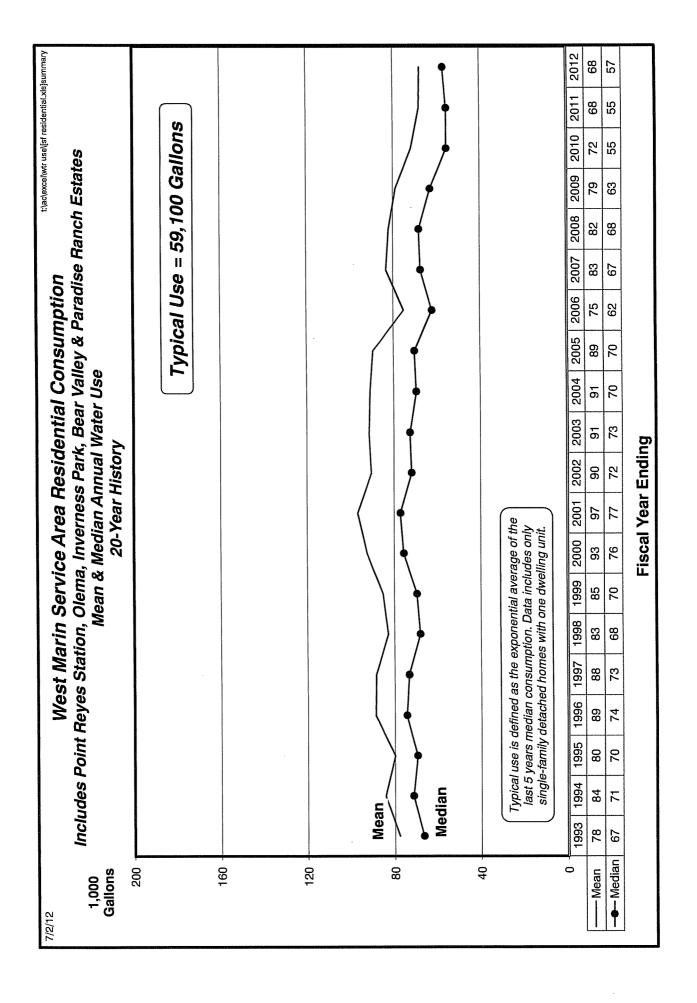
As shown on the attached charts, water consumption by the median Novato singlefamily detached home stabilized last fiscal year at 100,000 gallons, the same as the prior year, while in West Marin median use increased slightly to 57,000 gallons. Novato FY12 median consumption remained at its lowest level since we began accumulating consumption data in 1986. Note also that the spread between the mean and median consumption has narrowed from 22,000 gallons in FY03 (the year before the first tier rate was enacted) to 14,000 gallons last year. This decrease between the mean and median reflects the success of the District's tier-rate structure and water conservation programs in reining-in high-demand residential customers. Novato's median FY12 single-family residential demand is down 27% from its FY97 peak. West Marin FY12 median consumption was up 4% from the prior year, but still down 26% from its FY01 peak.

Staff uses these consumption volumes to calculate total annual water cost for the annual survey, both for North Marin and the comparison water agencies. For smoothing purposes the exponential moving average1 of the past five years median consumption is used to calculate "typical" single-family residential consumption. For Novato, "typical" consumption is now 107,000 gallons, down 3,000 gallons from one year ago. The reduction in water use effectively reduces the annual water cost for the typical Novato customer by 3%.

West Marin typical annual consumption is now 59,000 gallons, down 1,000 gallons from the prior year, effectively reducing the annual water cost for the typical NMWD West Marin customer by 1%.

<sup>&</sup>lt;sup>1</sup> A type of moving average that is similar to a simple moving average, except that more weight is given to the latest data to reduce the lag. The exponential moving average is also known as "exponentially weighted moving average".





### **MEMORANDUM**

To: Board of Directors

July 13, 2012

From: David L. Bentley, Auditor-Controller

Subj: Self-Insured Workers' Comp - Status Report

t:\ac\word\personnel\wc\self ins status 0712.docx

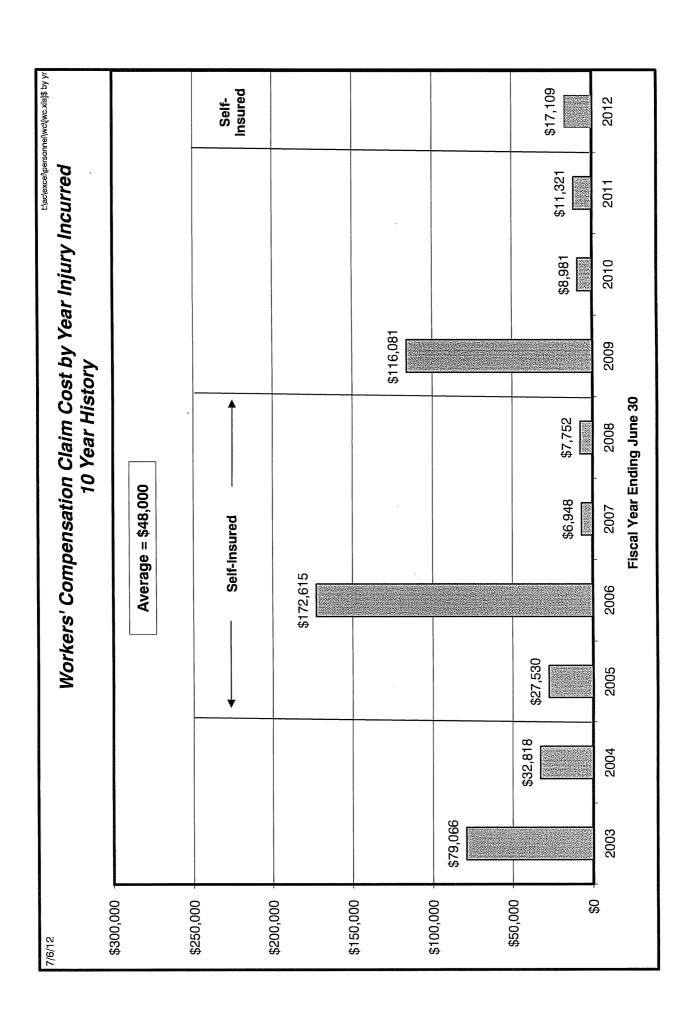
**RECOMMENDED ACTION: None** 

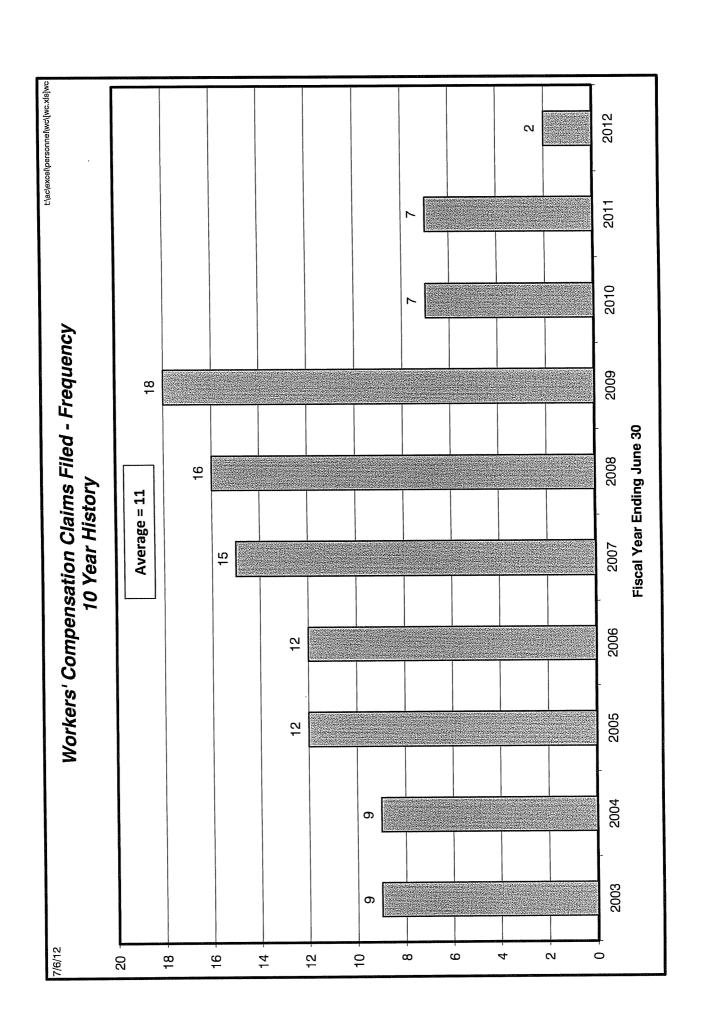
FINANCIAL IMPACT: FY12 Savings of \$84,000-\$93,000

The low-cost proposal for FY12 first-dollar workers' compensation coverage increased 20% over the prior year, to \$159,000. In response, the District returned to self-insuring its workers compensation liability effective July 1, 2011. A third-party administrator was employed for \$1,000 per month, and an excess (stop-loss) policy to limit the District's liability in the event of a catastrophic claim was purchased for \$45,546, rendering a total fixed cost of self-insuring at just under \$58,000.

During the fiscal year, the District experienced two on-the-job injuries. One claim remains open. While \$8,330 has been paid in indemnity and medical benefits on the claims, the third-party administrator established a reserve of \$8,800 in estimated future cost to close the remaining open claim. On a cash basis, the District saved \$93,000 through June 30, 2012 versus the cost of purchasing a standard workers' compensation policy. Assuming the full \$8,800 reserve is required to close the open claim, the District will have saved \$84,000.

Attached are charts showing a 10-year history of annual claims cost (average \$48,000 per year) and 10-year history of claims frequency (average 11 claims per year).





BOD MISC

## Novato's \$6 million water recycling plant nears completion Posted:

marinij.com

At the Novato Sanitary District, a yellow backhoe scoops up coffee-colored gravel as workers swarm nearby, putting the final touches in place for the August opening of a \$6 million recycling plant that will save Novato 150 million gallons of water a year.

The new plant is on the grounds of the sanitary district's headquarters near the De Long Avenue exit off Highway 101 and will augment its existing operations. The North Marin Water District is a partner in the project, funded by state and federal grants as well as ratepayer money.

Like alchemists turning lead into gold, operators at the new plant will transform toilet water into grass. The treated wastewater produced by the 1.7-million-gallon recycling center will irrigate landscapes including those of Fireman's Fund Insurance Co. and Valley Memorial Park Cemetery, both in Novato.

The sanitary district will treat the water and the water district will distribute it. The new plant will save enough water to supply about 1,400 single-family homes for a year.

When someone flushes a toilet in Novato, the wastewater travels to the Novato Sanitary District's sewage treatment plant, where it receives primary and secondary treatment. The new plant, which is being built by Sacramento-based Gateway Pacific Contractors, will supply what is known as tertiary treatment.

"Right now we have facilities that take raw sewage and treat it to the point that it is safe to put in the bay or use for pastures," said Beverly James, manager-engineer of the sanitary district. "The new plant takes that water and filters and disinfects it so it is safe to use in places like golf courses and country clubs for irrigation."

Water in those locations must be cleaner because, for example, a sprinkler might go off and douse a visitor, James said.

In the world of water recycling, what's good for people is not necessarily good for plants.

"If you purify water for drinking you take out phosphorus and nitrogen, but if it's just for irrigation we leave it in because it's healthy for plants," James said.

The pear, apple, plum and persimmon trees at the sanitary district headquarters, watered with recycled water, attest to the veracity of her statement. "We had to fence them off because deer were eating the fruit," James added, citing what sounded like the ultimate endorsement.

Using recycled water for irrigation means there is more potable water that can be used for drinking. Currently, only 1.4 percent of Novato's water is recycled, "but that's expected to grow to 7 percent in the next decade," said Chris DeGabriele, who has been the general manager of North Marin Water District since 1995.

The new recycling plant at Novato Sanitary and a similar plant in the Las Gallinas Valley Sanitary District are expected to make the difference.

The Novato Sanitary District's new water recycling center is part of a bigger project, the North Bay Water Reuse Authority. Bill Long, chairman of the Novato Sanitary District board, was a key figure in the movement.

"Seven or eight years ago, we started working with some of the other water districts and sewage agencies in the North Bay to put together a coalition that could be more effective in getting state and federal funding," Long said. "At the outset, we weren't sure we would succeed." Now, as the Novato facility and other projects near completion, Long said, "I'm very satisfied."

"We're excited about the new plant. It's a major step toward resource conservation," James said. "It's also an insurance policy for Novato in the event of a drought because these significant irrigators would still have water."

Contact Janis Mara via email at jmara@marinij.com. Follow her at Twitter.com/jmara.

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## Low water levels reveal jetty at mouth of **Russian River**

By BOB NORBERG THE PRESS DEMOCRAT Published: Tuesday, June 26, 2012 at 3:56 p.m.

The low summer flows of the Russian River have exposed the massive rock-and-concrete jetty built at the river's mouth at Jenner in the 1930s in an attempt to keep the river open for barge traffic.

"It is definitely more exposed than it has been in the last 10 or 12 years," said Don McEnhill, executive director of Russian Riverkeeper, a Healdsburg conservation program. "It has become the topic of conversation; a lot of people the mouth of the Russian River on Tuesday, are saying, 'wow, I had no idea it was even



Christopher Chung / Press Democrat Visitors to Goat Rock Beach walk along the concrete jetty to watch harbor seals swim in June 26, 2012.



The jetty is 1,600 feet long, 10 feet high and 40 feet across at its base and within the boundaries of Sonoma Coast State Beach.

The jetty near Goat Rock is usually buried under a sand bar. Typically, only the jumble of rocks at its northern-most end are visible.

Now, the historic jetty, its affect on the Russian River and whether it should be removed will be part of a \$450,000 study being undertaken by the Sonoma County Water Agency.

The analysis was ordered by the federal government to improve conditions to protect chinook salmon, which are on the threatened species list.

Before heading out to sea, juvenile chinook will spend a year in the fresh-water estuary that forms at Jenner when a sand bar builds up across the mouth of the river.

The issue is the effect of the jetty on how the mouth closes, and how often, to form that estuary.

"We will try to get a better understanding of how the beach interacts with the waves and how the outlet channel interacts with the waves and the beach," said Chris Delaney, a water agency engineer.

The closing of the river mouth is critical for the chinook, which need that time to acclimate to a mixture of river and sea water before going to the ocean to feed for two years.

Under ideal conditions, the mouth will be closed by a naturally forming sand bar, which lets water from the Russian River water seep out to the ocean, but keeps ocean water from coming in.

"So much of the jetty we can't see," Delaney said.

Water agency consultants "will be doing a number of tests to try to evaluate what the beach is comprised of and what the jetty is comprised of," Delaney said. "One of the

theories is that the jetty itself impedes the seepage of water and that by removing or modifying the jetty, we can enhance the seepage."

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Work on the jetty began in 1929 with \$35,000 by the Russian River Improvement Co. and \$35,000 by the state of California.

The purpose was to keep the river mouth open so barges could haul out gravel from the mining operations just inside the river mouth, according to a study presented at an International Conference of Coastal Engineering in Hamburg, Germany, in 2008.

The rock used as the base and for the fill of the jetty was blasted out of the distinctive Goat Rock nearby and hauled by a specially built narrow-gauge rail line to the jetty.

The jetty was originally rock and timber, but much of it was destroyed in the winter of 1929-1930 and replaced by steel, rock and concrete in 1932.

You can reach Staff Writer Bob Norberg at 521-5206 or bob.norberg@ pressdemocrat.com.

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## **Turning back time**

Study will weigh options to turn 357-acre gravel mining site near Healdsburg back into flood plain

By <u>CLARK MASON</u>
THE PRESS DEMOCRAT
Published: Monday, July 2, 2012 at 4:00 a.m.

From the air, the middle stretch of the Russian River south of Healdsburg looks like it has a string of small lakes along its meandering course.

The dozen or so ponds aren't natural, though; they are remnants of gravel mining that went on for decades along the river.

Sonoma County, state and federal agencies are moving to repair the damage from those operations, now that river terrace mining has been phased out, with a new environmental emphasis on saving endangered fish.

The State Coastal Conservancy recently awarded \$300,000 for a feasibility study to evaluate restoration options for the 357-acre Hanson Aggregates gravel quarry west of Windsor, off Eastside Road.

The aim is to restore the site to be more like the flood plain it once was, a wetland complex that evolves naturally with the fluctuations and dynamics of the river.

Scientists say it will help sustain a complex riparian system that supports coho and chinook salmon and steelhead trout by providing a nursery of sorts with a rich source of nutrients for juvenile fish on their way to the ocean.

"They can grow and get strong enough to survive in the ocean," said Jennifer Barrett, Sonoma County's deputy director of planning. "That's been largely missing since the flood plain was disconnected from the Russian River."

The plan includes public access, such as a possible kayak take-out and walking trails.

Instead of the existing deep, spring-fed pits, which sometimes trap fish during floods and river overflow, there could be more shallow "benches" with wetlands that connect and interact with the river.

Advocates say it represents a paradigm shift in the way old mining sites have been handled in the past, when the approach was to seal them off from the river with a berm, or fill them in. They say it could serve as a model for restoration in California and beyond.

"River systems are ubiquitous to Planet Earth, and almost across the board through the course of history we've tamed, channelized and polluted them and basically done everything we can to degrade them," said Michael Beck, president of Endangered Habitats Conservancy. "This is part of a beginning of a shift."

The fish population has been cut not only by mining, but channelization, logging and agricultural practices, he said.

"We're restoring habitat that has been lost nearly a century ago, and it's work that needs to happen," said north county Supervisor Mike McGuire, whose district encompasses a number of the old quarry sites.



"Over the last six months, we've made more progress than we have in the last 10 years. We are at a very exciting point," he said.

ish, filtering

The value of rivers is recognized at many levels, Beck said, not just for fish, filtering contaminants and recreation, but also for their aesthetic value.

Bodies of water "are so magnetic to humans," he said.

Beck's San Diego-based, nonprofit organization, which helps conserve wildlands and open space, secured the \$300,000 state grant. The money will be used for computer modeling of the river hydrology and conceptual design of the wetlands.

The area studied will extend along the river from Highway 101 near Healdsburg, to approximately eight miles downstream to Wohler Bridge, according to Beck.

The work will be done by the U.S. Geological Survey in coordination with National Marine Fisheries and other experts. It will address sediments, flooding and the biological implications of flood plain restoration.

Beck acknowledged that creating wetlands can in theory lead to more bank erosion in other parts of the river.

"We will determine to what degree that will be an issue," he said.

But supplanting the gravel pits with a more natural "off channel" flood plain is generally viewed as desirable from a biological point of view because it allows the wetlands to foster food and habitat for the fish.

"On the way to the ocean, they (fish) could really bulk up. The ocean is a very tough neighborhood. If you show up as a 98-pound weakling, you don't make it," said Don McEnhill, director of Russian Riverkeeper, a conservation group that advocates for clean water and healthy rivers.

Endangered Habitats Conservancy holds an option with Hanson Aggregates, which calls for the company to donate the property for \$1 if agreement can be reached on the design and reclamation plan.

One possibility under consideration is to convey the acquired parcel to the Sonoma County Parks Department after the restoration is complete. It would be managed as a component of the existing Riverfront Regional Park, a recreation area about a mile downstream that is also next to former river mining ponds.

The lead agency for the restoration is Sonoma County's Planning and Resource Management Department, which has a longstanding interest in seeing a reclamation plan for the Hanson property. It also is kicking in \$60,000 toward the feasibility study, from mitigation funds collected from mining companies.

Mining operations on the site began in the early 1960s under Kaiser Sand and Gravel. Hanson Aggregates bought the land in 1999 and continued operations until 2002, when mining stopped.

The sand and gravel was used in road asphalt and cement concrete in construction.

Such pit mining was entirely phased out along the river in 2006, but river bar skimming operations -- essentially above the water line -- are still allowed, according to PRMD's Barrett.

But the old model of "reclamation" of gravel mining sites -- essentially sealing them off from the river -- has given way to "restoration."

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"New scientific studies indicate that it would be much more beneficial to allow periodic flooding of a restored flood plain rather than maintaining a separation," stated Michael Bowen, a project manager with Coastal Conservancy.

McGuire said talks with interested parties have been positive, including with the owners of the Hanson site.

The county also is exploring ideas for similar rehabilitation of gravel pits upstream belonging to Syar Industries.

"We have to develop a unified front with the landowners, the environmental organizations, the regulatory agencies, the county and neighbors to ensure long-term success when it comes to restoration efforts," McGuire said.

You can reach Staff Writer Clark Mason at 521-5214 or clark.mason@} pressdemocrat.com.

## The Gittents Found

## Letters

## Watershed moment



### EDITOR:

After attending the last general membership meeting of the Tomales Bay Watershed Council (TBWC) this Tuesday, I have the following thoughts about the future of the TBWC.

It seems to me that for several reasons the Watershed Council no longer has the engagement of its former members and institutions.

This is a hard fact resulting from dramatic shrinkages in funding from all sources and from fundamental changes in the community and in the challenges and opportunities present within the council's jurisdiction.

I think there are many potential opportunities and functions for the council, but I am not at all sure these fit the mission or nature of the existing Watershed Council.

I have to raise the question of whether or not the council needs to remain in existence and whether or not its existing programs and functions should not be consolidated with another existing non-profit, the Inverness Association, the Tomales Bay Association or the Environmental Action Committee (EAC), to name a few.

I remember in the early days there were significant rivalries with the Resource Conservation District (RCD) and the EAC over protecting each other's turfs, membership and funding.

To me that signified that there were many overlapping areas of interest where such conflicts might arise. In the end the ag community has completely withdrawn from the TBWC – (e.g. Marin Agricultural Land Trust, the Farm Bureau, UC extension and the RCD).

I'd nominate the EAC to absorb the TBWC activities' and administration, given its recent and dominant successes. EAC is certainly unloved by many in the ag community, but if

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it did absorb the TBWC, possibly the ag community would have to reconsider by virtue of EAC's status and influence. The "perceived neutrality" of the council is no longer an issue for many of us. Maybe its functions would be better served by open and strong advocacy....

And let us not forget, the TBWC enjoyed and benefited enormously from the generosity and support of the NPS under Don and Cicely, and from the County of Marin.

> Tom Yarish Mill Valley

## Pondering school re-design

### **EDITOR:**

[Open letter letter sent to the Board of Trustees of the Bolinas Stinson Union School District.]

It is hard for me to fully express my dismay at what I hear was a rapid dismissal of the idea (and the necessary financing) for a redesigned and much improved school campus along with the inherent improvements in the education of our children, especially the early childhood possibilities.

As I understand it, the window of opportunity to prepare the communities for the financing package is open until the end of August. If the telephone poll results were as great as I hear without any information being disseminated by the Board, then it seems easy to imagine what the results could be with a decent educational campaign.

It seems to this parent that you are shirking your duty to the educational needs of our communities' children by not putting a sincere effort into educating the community about the benefits of this plan. The plan proposes greatly improved facilities for the school's much lauded art program. In addition, the Gallery of Arts and Academia would function as a permanent display space for all the school's notable art and academic projects; all on display adjacent to the staged performances in the gym.

As some of you may remember, I used to be opposed to local funds being taxed to fund the financial needs of our school. Some time ago, I realized that I was wrong and now see the only effective funding can come from us, the parents and other community members who care about the education of our children.

I urge you to reconsider your decision and to make an all out effort to educate both communities about the value of this plan. Imagine the excitement that would be generated by the concept and drawings of a gym with a stage at one and for all those wonderful school

## The less than 1 percent

#### EDITOR:

This morning, the news about our capaign vote count is disappointing. I exact final count is not yet available, lour campaign has come up short by a gof one-tenth of one percent — fewer th 175 votes — behind the second-place fisher, Republican Dan Roberts, who vote on the November ballot.

While campaigning since the start last year, I've met and worked with many people who have moved me p foundly. Now, although I'm a writer can't possibly express here what I f about this campaign and the countle people who have made it so wonderf Words swirl through my head... like dicated, idealistic, unique, moving, insig ful, funny, generous, kind, feisty, lovin tough, salt of the earth... but these wor are woefully inadequate.

Today is a sad day, but it's also a d for renewal. We can rededicate ourselv We must rededicate ourselves. Becauthe only other alternative is to accept t unacceptable — to go along with the ki of political doubletalk that George Orw described as "largely the defense of the defensible."

Thank you so much for all you've do for our campaign.

Norman Solom Inverness Pa

P.S. – If it's possible for you to be at o "What's Next" event on the afternoon Saturday, July 7, 3:30 p.m. – 6:30 p.m. my San Rafael office – 874 Fourth Stre – I'll see you there.



Free daily email with summary and link to WM News Report: www.KWMR.org/news.

### Thu Jun 28

**9:30 pm** L.A. Theatre Works. "Going to St. Ives" by **Lee Blessing.** 

### Eri lun 20

**10 am** Turning Pages. **Robert Hardman**, Her Majesty, Queen Elizabeth II and Her Court.

1 pm Special. Lloyd Kahn, Tiny Houses.

Sat Jun 30

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## Spring rain means no water worries for Sonoma County

By <u>BOB NORBERG</u>
THE PRESS DEMOCRAT
Published: Saturday, June 30, 2012 at 3:19 p.m.

There wasn't as much rain as usual on the North Coast over the past 12 months, but because much of it fell in the spring, reservoirs are full and there is plenty of water for nearly all residents and agriculture.

It was not enough rain, however, to forestall fire season, which Cal Fire officials said opened a week early.

"It is looking to be a maybe more active (fire season) this year, based on weather conditions," said Capt. Bob Farias, who is with Cal Fire's division covering Sonoma, Lake and Napa counties. "This is normal, but it might be a week early."

Santa Rosa received 22.29 inches of rain for the weather year, which runs from July 1 to June 30 and ended Saturday. That is about 70 percent of the annual average of 32.42 inches.

March was the wettest month this year with 7.84 inches of rain. It was followed by 2.43 inches in April.

"We are in a really fat water supply position at Lake Sonoma and Lake Mendocino," said Don Seymour, Sonoma County Water Agency principal engineer. "It was the timing of the rain. We were able to store it."

The water agency and U.S. Army Corps of Engineers typically begin stockpiling more water in Lake Sonoma and Lake Mendocino beginning in March, as the potential for flooding diminishes.

With the late rains, Lake Sonoma is now 97 percent full and Lake Mendocino is at almost 80 percent.

That ensures there will be plenty of water for the 600,000 residents in Sonoma and Marin counties that rely on those reservoirs for water.

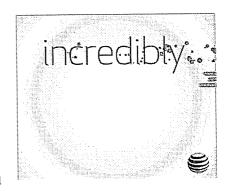
It also means there is enough water in Lake Mendocino for a normal summertime flow in the Russian River and a fall flow for chinook salmon, which are on the federal threatened list.

"It's a good year, it is a full year, it is good for camping and fishing with no restrictions," said David Sarafini, a supervisor with the Army Corps of Engineers at Lake Mendocino.

The spring rain was also beneficial for the North Coast wine industry, said Nick Frey, president of the Sonoma County Winegrape Commission.

The rain filled up growers' reservoirs and has left the soil still moist enough at a depth of four feet that most vineyards don't have to be irrigated yet, Frey said.

"When the vine shows stress, that is the time you start irrigation," Frey said. "You can look at the shoot tips to see if they have stopped growing."



An exception to the generally good news is Cloverdale, which relies on wells for its water supplies. Water conservation measures have already begun in the town because of inadequacies in that well system.

The spring rains were too late to keep grasses and brush from drying out, causing conditions that are getting ripe for wildland fires, Farias said.

"This year it dried out really quick," Farias said. "We had late rains, but once things start to die out, you don't turn them around."

The Sonoma-Napa-Lake district has been fully staffed since Monday, with 31 fire engines, five dozers, 11 hand crews, two air bombers at the Charles M. Schulz-Sonoma County Airport and a helicopter at Cobb.

Farias also said a burn ban is going into effect on Monday.

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BOD Misc

## California lawmakers postpone water bond to 2014

By JUDY LIN Associated Press News Fuze Posted:

MercuryNews.com

SACRAMENTO, Calif.—California lawmakers voted Thursday to delay voters' consideration of an \$11 billion water bond from this November until 2014—the second time the measure has been postponed.

The Assembly approved AB1422 on a 69-6 bipartisan vote and the Senate approved the bill by Democratic Assemblyman Henry Perea of Fresno on a 34-2 vote. The bill now goes to the governor, who is expected to sign it.

Voters were originally supposed to consider the bond in 2010, but former Gov. Arnold Schwarzenegger, a Republican, signed legislation delaying it until this year.

Democrats want to delay the vote again to focus on Gov. Jerry Brown's tax hike to help state programs and cut the deficit. Democratic leaders have worried about the timing and cost of the proposal at a time they are relying on tax hikes to help cut the state's \$15.7 billion deficit.

The governor's tax hike seeks to increase the sales and income taxes individuals with incomes over \$250,000 a year. The money would aid the state's general fund, public schools and universities, and public safety.

"I am going to vote to delay it because I think it's critically important that we focus on the revenue measure at this point in time," said Assemblywoman Joan Buchanan, D-Alamo.

Some lawmakers say the entire bond should be scrapped because it is filled with pork projects estimated at about \$800 million.

"By all rights this bond should be repealed and the reason it should be repealed is because that is the only way we will have a serious discussion over the next year or two about what really ought to be funded in a water bond," said Sen. Lois Wolk, D-Davis. Although she objected to the water bond itself, she voted in favor of delaying the vote to 2014.

"The problem is every year that this bond—the bond that can't pass and won't be allowed to die—continues to hang out there is another year that we're not working on a good water bond," said Assemblyman Jared Huffman, D-San Rafael.

Others say it's a comprehensive plan that was the product of a bipartisan compromise. The general obligation bond required two-thirds support from lawmakers.

Sen. Tom Berryhill, R-Modesto, said the bill isn't perfect, but there are a lot of good things in it. "It was 10 years in the making," he said.

Money from the bond would go to cleaning up contaminated groundwater, increasing conservation efforts, improving sewage systems, and researching construction of at least two dams.

Senate President Pro Tem Darrell Steinberg, D-Sacramento, said he is open to making changes to the water bond but defended the size of the proposal.

"It took many of us a herculean effort to get to two-thirds. And that challenge is in part why the bond is so large," Steinberg said. "It's true we talk about pork and I get it, but one person's pork is another person's regional water solution."