



NORTH MARIN WATER DISTRICT
AGENDA - REGULAR MEETING
 July 19, 2016 – 7:00 p.m.
 District Headquarters
 999 Rush Creek Place
 Novato, California

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Est. Time	Item	Subject																														
7:00 p.m.	CALL TO ORDER																															
	1.	APPROVE MINUTES FROM REGULAR MEETING , June 21, 2016																														
	2.	APPROVE MINUTES FROM REGULAR MEETING , June 28, 2016																														
	3.	GENERAL MANAGER’S REPORT																														
	4.	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.																														
	5.	STAFF/DIRECTORS REPORTS																														
	6.	MONTHLY PROGRESS REPORT w/ Customer Service Questionnaire																														
<div><div>CONSENT CALENDAR <p>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.</p><table><tr><th></th><th>Consent - Approve Water Agreement</th><th>Type</th><th>DU</th><th>EU</th><th></th></tr><tr><td>7.</td><td>Consent – Approve Petaluma Self Storage</td><td>Comm.</td><td>0</td><td>0</td><td>Resolution</td></tr><tr><td>8.</td><td>Consent – Approve Novato Chevrolet Fire Service</td><td>Comm.</td><td>0</td><td>0</td><td>Resolution</td></tr><tr><td>9.</td><td>Consent – Approve Novato Theater Renovation</td><td>Comm.</td><td>0</td><td>0</td><td>Resolution</td></tr><tr><td>10.</td><td>Consent – Approve Ratification of Regulation 109 – Oceana Marin Sewage Facilities Connection Charge</td><td></td><td></td><td></td><td></td></tr></table></div></div>				Consent - Approve Water Agreement	Type	DU	EU		7.	Consent – Approve Petaluma Self Storage	Comm.	0	0	Resolution	8.	Consent – Approve Novato Chevrolet Fire Service	Comm.	0	0	Resolution	9.	Consent – Approve Novato Theater Renovation	Comm.	0	0	Resolution	10.	Consent – Approve Ratification of Regulation 109 – Oceana Marin Sewage Facilities Connection Charge				
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<div><div>ACTION CALENDAR <table><tr><td>11.</td><td>Approve: Regulation 1 – New Service Connections</td><td>Resolution</td></tr><tr><td>12.</td><td>Approve: Request for Architectural Space Planning and Concept Proposal</td><td></td></tr><tr><td>13.</td><td>Approve: Purchase of HR Recruitment License (NEOGOV)</td><td></td></tr><tr><td>14.</td><td>Approve: Revise Chief Engineer Job Description and Authorize Recruitment</td><td></td></tr></table></div></div>			11.	Approve: Regulation 1 – New Service Connections	Resolution	12.	Approve: Request for Architectural Space Planning and Concept Proposal		13.	Approve: Purchase of HR Recruitment License (NEOGOV)		14.	Approve: Revise Chief Engineer Job Description and Authorize Recruitment																			
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All times are approximate and for reference only.

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

(Continued)

Est. Time	Item	Subject
	15.	Approve: RMC Water and Environment (RMC) - General Services Agreement
	16.	Approve: Recycled Water Expansion Central Service Area – Construction Management Services Contract Award INFORMATION ITEMS
	17.	Bulk Chemical Purchases
	18.	NBWA Meeting – July 8, 2016
	19.	MISCELLANEOUS Disbursements Fleet Fuel Economy – Gasoline Ltr. To DWR re AMI Funding SWRCB Draft Drinking Water Fee Regulations Ltr. California State Senate Ltr. Supporting Senate Bill 163 Oceana Marin Association General Meeting Agenda David Guhin selected as Director of Planning and Economic Development <u>News Articles:</u> NMWD raises rates, hopes for improvements How bad is water management in California? Stanford scientists find 'water windfall' beneath California Central Valley
8:30 p.m.	20.	ADJOURNMENT

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DRAFT
NORTH MARIN WATER DISTRICT
MINUTES OF REGULAR MEETING
OF THE BOARD OF DIRECTORS
June 21, 2016

CALL TO ORDER

President Schoonover called the regular meeting of the Board of Directors of North Marin Water District to order at 7:00 p.m. at the District Headquarters and the agenda was accepted as presented. Present were Directors Jack Baker, Rick Fraites, Stephen Petterle, Dennis Rodoni and John Schoonover. Also present were General Manager Chris DeGabriele, District Secretary Katie Young, Auditor-Controller David Bentley and Chief Engineer Drew McIntyre.

Novato Resident, Mike Jolly, District employees Robert Clark, (Maintenance/Operations Superintendent) and Tony Arendell (Construction/Maintenance Superintendent) were in the audience.

MINUTES

On motion of Director Baker, seconded by Director Fraites the Board approved the minutes from the previous meeting as presented by the following vote:

AYES: Director Baker, Fraites, and Schoonover

NOES: None

ABSENT: None

ABSTAIN: Directors Petterle and Rodoni

GENERAL MANAGER'S REPORT

AMI Grant Program

Mr. DeGabriele advised the Board that he and Mr. Bentley met with Assemblyman Levine on May 10th to request his support for Advanced Meter Infrastructure (AMI) funding in the Department of Water Resources (DWR) Water Energy Grant Program. He stated that they attended with one of the prospective AMI vendors who is working with a lobbyist in Sacramento on the issue. He noted that staff will be following up with a letter to DWR and will share that with the Board when it's available.

SCWA Board Meeting

Mr. DeGabriele informed the Board that he attended the Sonoma County Water Agency Board meeting today where they held a hearing and adopted the SCWA 2015 Urban Water Management Plan.

1 **OPEN TIME**

2 President Schoonover asked if anyone in the audience wished to bring up an item not on
3 the agenda and there was no response.

4 **STAFF/DIRECTORS REPORTS**

5 President Schoonover asked if staff or Directors wished to bring up an item not on the
6 agenda and the following item was discussed:

7 Katie Young reminded the Board that the next meeting will be next Tuesday, June 28th at
8 the Dance Palace in Point Reyes Station. Drew McIntyre will transport Board members desiring a
9 ride and will depart the NMWD Administration Building parking lot in Novato at 6:10 p.m. that
10 evening.

11 **PUBLIC HEARING PROPOSED FY17 EQUIPMENT BUDGET**

12 Mr. Bentley provided the Board with the final review for the Proposed FY16/17 Equipment
13 Budget. He noted that there were no changes since the previous review. He stated that the budget
14 is set at \$245K for the upcoming year and that the more expensive items are a mini track loader, two
15 replacement pickup trucks and replacement Lab Information System Software.

16 President Schoonover opened the public hearing at 7:04 p.m.

17 Director Baker inquired whether small pickup trucks are available for vehicle replacements.
18 Mr. Clark responded that the Nissan Frontier is the only "small" pickup currently available in the
19 marketplace and that NMWD did purchase one for a Field Service Representative in this current FY.

20 Hearing no further comment, President Schoonover closed the public hearing at 7:06 p.m.

21 On motion of Director Fraites, seconded by Director Petterle, the Board approved the FY17
22 Equipment budget as presented by the following vote:

23 AYES: Director Baker, Fraites, Petterle, Rodoni and Schoonover

24 NOES: None

25 **FY17 & FY18 NOVATO CAPITAL IMPROVEMENT PROJECT BUDGET**

26 Mr. Bentley provided the Board with the final review of the FY17 & FY18 Novato Capital
27 Improvement Project Budget. He stated that there were no changes since the last review. He
28 advised the Board that there are 4 major projects including \$4.9M for the Advanced Meter
29 Information System, \$3M for the Office and Yard Building Refurbish, \$2M for the San Mateo Tank
30 Recoat and \$1M for the San Mateo 24" Inlet/Outlet Pipeline Project.

31 President Schoonover opened the public hearing at 7:08 p.m.

1 Director Baker inquired about the San Mateo tank location and the extent of the San Mateo
2 Tank 24" Inlet/Outlet Pipeline project. Mr. McIntyre responded that San Mateo tank is in the San
3 Marin area above the Rolling Hills Club and directly east of San Domingo Way. He stated that the
4 existing inlet/outlet pipeline to the tank is undersized and at one time the area around the tank was
5 contemplated to be residential subdivisions wherein a 24" pipeline from Palmo Ct. to the tank would
6 have been extended. He noted that the pipeline project is to extend the 24" line from Palmo Ct. to
7 the tank across the Marin County Open Space Mt. Burdell Preserve.

8 Director Rodoni asked that staff provide the Board with some details about the rehabilitation
9 of the District office building. Mr. DeGabriele stated staff has known for several years that the District
10 offices need improvements and he desires to see two office facilities come together and that staff
11 needs to find an architect to figure out the best course of action and do a cost analysis to see which
12 direction to go.

13 Hearing no further comment, President Schoonover closed the public hearing at 7:12 p.m.

14 On motion of Director Fraites, seconded by Director Baker, the Board approved the FY17 &
15 FY18 Capital Improvement Projects Budget as presented by the following vote:

16 AYES: Director Baker, Fraites, Petterle, Rodoni and Schoonover

17 NOES: None

18 **FY17 PROPOSED NOVATO WATER OPERATIONS BUDGET**

19 Mr. Bentley provided the Board with the final review for the FY17 Proposed Novato Water
20 Operations Budget. He advised the Board that since the last review the following changes have
21 been made: the Drought Revenue Recovery Surcharge has been removed and the volume of water
22 sold increased to 2.5BG; the 48- unit Novato Village Senior Apartment Project in Hamilton was
23 granted an extension until August to make financial arrangements, thus their \$679,000 connection
24 fee payment was moved into FY17; the vacant Electrical/Mechanical Technician position was filled
25 by the Auto/Equipment Mechanic and the Mechanic position will now be filled at a lower salary,
26 saving \$38,000; and finally there were several other minor changes netted together to reduce
27 expenses by \$7,000.

28 Mr. Bentley stated that the 5% rate increase effective June 1, 2016 will add \$880,000 to
29 FY17 budgeted revenue. He advised the Board that the proposed budget includes a staffing level of
30 55.7 full-time equivalent employees, up 6% from the current year budget and a 5% spot adjustment
31 is included for both the Auditor-Controller and the Water Quality Supervisor.

1 President Schoonover opened the public hearing at 7:20 p.m. and hearing no comment
2 immediately closed the public hearing at 7:21 p.m.

3 On motion of Director Petterle, seconded by Director Rodoni, the Board approved the
4 FY16/17 Novato Operating Budget as presented and authorized the General Manager to pay
5 demands arising from execution of the budgeted expenditure plan by the following vote:

6 AYES: Director Baker, Fraites, Petterle, Rodoni and Schoonover

7 NOES: None

8 **FY17 PROPOSED RECYCLED WATER SYSTEM BUDGET**

9 Mr. Bentley provided the Board with the final review of the FY17 Proposed Recycled Water
10 System Budget. He stated that recycled water demand for next year is projected at 140MG and the
11 operating expenses are projected to decrease by 2%. He noted that the 7% commodity rate
12 increase effective June 1st is projected to generate \$48K in additional revenue. He stated that
13 operating expenses are budgeted to decrease 3% from the FY16 budget.

14 He reminded the Board of the Recycled Water Expansion Project in the Central Novato
15 Service Area with \$7.5M to be expended next fiscal year and noted that the total cost of the project
16 would be \$11.7M. He stated that grant funding along with state revolving fund loans will be used to
17 pay for the project and that \$815K of Novato connection fee revenue is budgeted to be transferred
18 to the Recycled Water System Budget.

19 Mr. Bentley advised the Board that 44 EDUs will be required each year to pay the Recycled
20 Water System debt service and that the Novato Potable Water system is currently in arrears as not
21 enough development has occurred to fully fund the Recycled Water System debt.

22 President Schoonover opened the public hearing at 7:23 p.m.

23 The Board questioned what alternatives would be available should development continued
24 to be depressed and Mr. DeGabriele replied that increased connection fees for any new
25 development or subsidy through potable water rate revenue are two viable alternatives.

26 Mr. McIntyre advised the Board that various current development plans within the Novato
27 service territory are likely to occur and help pay the annual Recycled Water debt obligation. Mr.
28 McIntyre also advised the Board that even though the Residential Recycled Water Fill Station is not
29 planned to be operable this year residential customers who utilized the station last year and invested
30 in 275 gallon totes will be authorized to use the truck fill station to obtain Recycled Water in the
31 future.

1 Hearing no further comment, President Schoonover closed the public hearing at 7:30 p.m.

2 On motion of Director Fraites, seconded by Director Baker, the Board approved the FY17
3 Novato Recycled Water System Budget and authorized the General Manager to pay demands
4 arising from execution of the budgeted expenditure plan by the following vote:

5 AYES: Director Baker, Fraites, Petterle, Rodoni and Schoonover

6 NOES: None

7 **PUBLIC HEARING – 2015 URBAN WATER MANAGEMENT REPORT**

8 Mr. McIntyre presented the Board with the District's 2015 Urban Water Management Plan.
9 He reviewed the highlights of the plan which include a reduction in the total population now
10 projected for Novato compared to the projection identified 5 years ago and a new requirement in the
11 plan to use a standard method and calculate distribution system water losses. He stated that the
12 2015 calculated water loss was 238 acre feet or 3% of total supplied water. He noted that other
13 features of the plan show that the District is in compliance with SBx7-7 requirement for a 20%
14 reduction in gallons per capita per day by year 2020. Mr. McIntyre advised the Board that in 2015,
15 the District's gallons per capita per day (gpcd) was 105. He stated that the District's projected water
16 supply at year 2040 is 11,046 acre feet or 1,757 acre feet less than was projected in the 2010 plan
17 at year 2035. Mr. McIntyre advised the Board that the reduction reflects additional water
18 conservation, the SBx7-7 gpcd requirement, and a reduction in population and job projections. He
19 stated that the plan identifies that in a single dry water year North Marin would require some
20 mandatory water conservation to meet the available supply as Lake Sonoma is expected to fall
21 below 100,000 acre feet storage before July 15th of that dry year (mimicking 1977), which will trigger
22 a 30% reduction in deliveries by Sonoma County Water Agency. He noted that normal year supplies
23 and multiple dry year supplies are satisfactory to meet the projected demands into the future.

24 Mr. McIntyre advised the Board that one comment from Marin LAFCo was received,
25 questioning the population projection included in the document which can be clarified with a footnote
26 and the issue of the population growth being more aggressive than that used by Marin LAFCo in
27 their Countywide Water Study.

28 President Schoonover opened the public hearing at 7:48 p.m.

29 Director Rodoni questioned the 2015 UWMP Table 6-11 (Attachment 5 in the agenda) and
30 why projected water supply can decrease over time. Mr. DeGabriele responded that what is not
31 included in the agenda is a similar table showing water demand and that the water supply is
32 balanced with water demand. He stated that as demand increases are tempered with increased

1 recycled water use and water conservation the plan attempts to rely more on Russian River supply
2 and less Stafford Lake supply to perfect as much Russian River entitlement as possible.

3 Hearing no further comments, President Schoonover closed the public hearing at 7:53 p.m.

4 On motion of Director Petterle, seconded by Director Rodoni, the Board adopted the NMWD
5 2015 Urban Water Management Plan pursuant to Resolution 16-15 entitled: "Resolution of the
6 Board of Directors of North Marin Water District Adopting the 2015 Urban Water Management Plan"
7 by the following vote:

8 AYES: Director Baker, Fraites, Petterle, Rodoni and Schoonover

9 NOES: None

10 **MONTHLY PROGRESS REPORT**

11 Mr. DeGabriele provided the Board with the Monthly Progress Report for May 2016. He
12 stated that water production in Novato is up significantly (51% compared to May last year) but is still
13 down 19% compared to May 2013, the State Water Board's benchmark. He further stated that for
14 the period of June 2015 through May 2016, water production is down 30%, well above the District's
15 water conservation standard. Mr. DeGabriele advised the Board that in West Marin, similar
16 performance occurred and during the period June 2015 through May 2016, water production is down
17 32% compared to the State Water Board benchmark. He informed the Board that through May 22.5"
18 of rainfall has been received in Novato, approximately 84% of average. Mr. DeGabriele stated that
19 74 customers were out of water for a period of time on one day due to an unplanned outage
20 resulting from a broken valve on McClay Road.

21 Mr. Bentley reviewed the Auditor-Controller's Monthly Report of Investments showing that
22 the District portfolio holds just over \$13M, down approximately \$200K from one month ago and is
23 earning 0.69% interest.

24 President Schoonover questioned why there are so many more consumer service line leaks
25 in May 2016 (34) vs. May 2015 (17) and staff did not offer to venture a guess as the condition of
26 consumer service lines is not known nor the District's responsibility.

27 **ACTION CALENDAR**

28 **AGREEMENTS WITH SONOMA COUNTY WATER AGENCY FOR THE NORTH MARIN WATER** 29 **DISTRICT WATER CONSERVATION PROGRAM**

30 Mr. McIntyre provided the Board with two agreements with Sonoma County Water Agency
31 for the North Marin Water District's Water Conservation Program. He stated that the District has a
32 reimbursement agreement totaling \$210K for Agency assistance in Water Conservation Program

1 implementation over the next three years. He noted that this work primarily covers administration of
2 the Water Smart Home Survey and public outreach. Mr. McIntyre informed the Board that the District
3 also has a funding agreement with the Agency enabling \$94,200 of Bay Area Prop. 84 Integrated
4 Regional Water Management Grant money to be used for District Cash For Grass, High Efficiency
5 Toilet and High Efficiency Washer Rebate Programs.

6 On motion of Director Petterle, seconded by Director Fraites, the Board approved and
7 authorized the General Manager to execute the Reimbursement Agreement and Funding
8 Agreement with Sonoma County Water Agency for the North Marin District Water Use Efficiency
9 Program by the following vote:

10 AYES: Director Baker, Fraites, Petterle, Rodoni and Schoonover

11 NOES: None

12 **GRANULAR ACTIVATED CARBON REPLACEMENT PURCHASE**

13 Mr. Clark advised the Board that staff completed a bid process for the replacement of the
14 Stafford Water Treatment Plant granular activated carbon (GAC) for the finished water GAC filter
15 beds. He noted that five companies were identified to have the ability to provide the required GAC to
16 meet specified treatment needs but proposals were received from only two of the vendors. Mr. Clark
17 stated that the total cost for the GAC will be \$165,192 which is included in the current fiscal year
18 operations budget. He informed the Board that as a result of the recent Taste and Odor evaluation
19 by SRT Consultants, staff reviewed the optimization work, examined Stafford Lake and various
20 influences on water quality and with their recommendation to replace all the GAC during mid-
21 treatment season in the June-July timeframe. He advised the Board that the low bidder was Calgon
22 Carbon.

23 On motion of Director Fraites, seconded by Director Petterle, the Board approved staff
24 recommendation to purchase replacement GAC from the Calgon Carbon Corporation by the
25 following vote:

26 AYES: Director Baker, Fraites, Petterle, Rodoni and Schoonover

27 NOES: None

28 **FY17 INSURANCE PURCHASE**

29 Mr. Bentley informed the Board that the District requested proposals for insurance coverage
30 for the coming fiscal year from three brokers. He informed the Board that the proposal he received
31 was \$903 more than the same package last year. He stated that staff recommends keeping the \$1
32 million self-insured retention (SIR) for liability coverage with a \$100,000 deductible. He noted that a

benefit of the SIR, in addition to the lower premium, is that the District controls the claims handling process. Mr. Bentley advised the Board that one change in the package was in the Employment Practices Liability which increased the \$25,000 liability deductible from the current year policy to \$50,000.

On motion of Director Petterle, seconded by Director Baker, the Board approved the purchase of the FY17 Insurance in the amount of \$137,116 by the following vote:

AYES: Director Baker, Fraites, Petterle, Rodoni and Schoonover

NOES: None

Mr. DeGabriele and the Board acknowledged Mr. Bentley's work on obtaining insurance protection for the District at a reasonable cost.

OCEANA MARIN SEWER SERVICE CHARGE INCREASE ORDINANCE – FIRST READING

Mr. Bentley provided the Board with the first reading of the Oceana Marin Sewer Service Charge Increase Ordinance to increase the Oceana Marin Sewer Service Charge to \$78 per month effective July 1st. He advised the Board that the reading of the ordinance must be done at two consecutive meetings. He noted that the next reading will be done at the Board meeting on June 28th at the Dance Palace in Point Reyes Station.

Mr. Bentley also informed the Board that Regulation 109 which establishes the Oceana Marin Sewer Service Charge also establishes the Oceana Marin Sewage Facilities Connection Fee which is proposed to increase to \$30,000 for each dwelling unit. He stated that the increase will also be considered at next week's public hearing. He noted that staff is proposing that applications for sewer service received by September 1st and which have already filed for a building permit with the County of Marin be eligible to pay the existing sewage facilities connection fee of \$15,200.

Mr. DeGabriele advised the Board that four customers have contacted the District advising that they are in the planning process at this time and desire to get in at the current connection fee rate.

On motion of Director Baker, seconded by Director Petterle, the Board held the first reading of the proposed Ordinance No. 34 entitled: "Ordinance of the Board of Directors of North Marin Water District Electing to Have Oceana Marin Sewer Charges be Collected on the Tax Roll of the County of Marin, State of California Commencing Fiscal Year 2016-17" by the following vote:

AYES: Director Baker, Fraites, Petterle, Rodoni and Schoonover

NOES: None

1 **INFORMATION ITEMS**

2 **SECOND REVIEW – FY17 WEST MARIN WATER AND OCEANA MARIN SEWER BUDGETS**

3 Mr. Bentley provided the Board with its second review of the West Marin water and Oceana
4 Marin sewer budgets. He informed the board that there were no significant changed. He reminded
5 the Board that for West Marin water a 7% commodity rate increase is proposed and no increase in
6 the bi-monthly fixed service charge. He noted that this amounts to \$2.67/month increase for the
7 typical West Marin single family residential customer. Mr. Bentley stated that at Oceana Marin, a
8 10% increase is proposed (\$7 per month) raising the annual sewer service charge to \$936 per year.

9 . Mr. DeGabriele informed the Board that on the suggestion of Director Baker, he and Mr.
10 McIntyre did meet with the former Deputy Director of the North Coast Regional Water Board to
11 discuss what financing maybe available for the projects in Oceana Marin. He stated that he received
12 contacts and will follow up with the staff of the North Coast Regional Water Board to get on their
13 radar.

14 **MISCELLANEOUS**

15 The Board received the following miscellaneous items: Disbursements, AMI Detected Leak,
16 ACWA Draft Itinerary for Region 1 Russian River Water Supply Tour, Marin/Sonoma Mosquito &
17 Vector Control District PEIR, SB163 (Hertzberg): Recycled Water Mandate for Ocean and Bay
18 Discharges – OPPOSE letter.

19 The Board also received the following news articles: Santa Rosa water restrictions end for
20 city residents and North Bay Water Reuse Authority awarded over \$4.7M in federal funding to
21 expand local water project.

22 The Board received the following miscellaneous item at the Board meeting: Marin LAFCO
23 Comment Letter on Draft UWMP and the following news article: Marin Voice; Water Conservation is
24 here to stay.

25 Mr. DeGabriele advised that SB163 (Hertzberg) was withdrawn by the author but will likely
26 reappear in the next legislative session.

27 Mr. McIntyre mentioned the news article regarding \$4.7M in federal funding to expand local
28 water projects would include the Recycled Water Central Expansion Project.

29 **CLOSED SESSION**

30 President Schoonover adjourned the Board into closed session at 8:19 p.m. in accordance
31 with Government Code Section 54957 for Public Employee Performance Evaluation (One), Title:
32 General Manager.

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Upon returning to regular session at 8:46 p.m., President Schoonover stated that during the session the Board held discussion with the General Manager and no reportable action had been taken.

President Schoonover adjourned the meeting at 8:47 p.m.

Katie Young
District Secretary

2

DRAFT
NORTH MARIN WATER DISTRICT
MINUTES OF REGULAR MEETING
OF THE BOARD OF DIRECTORS
June 28, 2016

CALL TO ORDER

President Schoonover called the regular meeting of the Board of Directors of North Marin Water District to order at 7:00 p.m. at the Dance Palace, 503 B Street, Point Reyes Station and the agenda was accepted as presented. Present were Directors Jack Baker, Rick Fraites, Stephen Petterle, Dennis Rodoni and John Schoonover. Also present were General Manager Chris DeGabriele, District Secretary Katie Young, Auditor-Controller David Bentley and Chief Engineer Drew McIntyre.

West Marin Residents, Michael and Sara McCall, Point Reyes Light Reporter, Samantha Kimmee and District employees Robert Clark (Operations/Maintenance Superintendent) and Tony Arendell (Construction/Maintenance Superintendent) were in the audience.

GENERAL MANAGER'S REPORT

Water Supply Reliability Self Certification

Mr. DeGabriele advised the Board that he submitted the District's Water Supply Reliability Self Certification to the State Water Resources Control Board (SWRCB) last Wednesday showing that the conservation standard for Novato is now 0%. He provided the Board with a write up explaining the calculation with reference to the Sonoma County Water Agency's evaluation of Lake Sonoma water supply in the next three years and how much is available for the District and other Water Contractors. He noted that the District website and *Waterline* newsletter also message the "common sense" water waste prohibitions and encourage participation in District water conservation programs. He advised the Board that monthly reporting to the SWRCB will continue for water production compared to the same months in 2013.

Mr. DeGabriele informed the Board that for West Marin the requirements are continued "common sense" water waste prohibitions, promptly notify customers of observed consumer leaks, and annually report monthly water production to the SWRCB.

Holiday Weekend On-Call Staff

Mr. DeGabriele advised the Board with the Holiday weekend upcoming, the District will have on-call and standby crews available pursuant to our policy in Construction/Maintenance, Operations, Electrical/Mechanical and the Lab.

1 Oceana Marin Homeowners Association Meeting

2 Mr. DeGabriele informed the Board that he and Mr. McIntyre will attend the Oceana Marin
3 Homeowners Association meeting on July 16th.

4 Next Board Meeting

5 Mr. DeGabriele reminded the Board that the next Board meeting is scheduled on July 19th in
6 Novato.

7 **OPEN TIME**

8 President Schoonover asked if anyone in the audience wished to bring up an item not on the
9 agenda and there was no response.

10 **STAFF / DIRECTORS' REPORTS**

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

13 Mrs. Young asked the Board to turn in any invoices for meeting attendance by July 8th to be
14 included in this Fiscal Year accounting.

15 **PUBLIC HEARING - WEST MARIN WATER RATE INCREASE AND WEST MARIN WATER FY**
16 **2016/17 BUDGET**

17 Mr. Bentley advised the Board that the proposed rate increase of 5% for the typical West
18 Marin customer using 55,400 gallons/year would result in customer cost increase of \$2.67/month or
19 \$32/year. He noted that similar to Novato, the water rate increase will be solely on the commodity
20 rate, there will be no increase to the bimonthly service charge. Mr. Bentley advised the Board that
21 the West Marin water system is now 95 years old, having been started by Dr. Burdell in the 1920's
22 run by private consortiums until the late 1960's, early 1970's when North Marin took over. He
23 informed the Board that even with the proposed rate increase West Marin water customers will
24 maintain the least cost of service as compared to other Marin County coastal area water agencies.

25 Mr. Bentley provided the final review of the West Marin FY2016/17 \$1.265M budget. He
26 reviewed the 5 year Planned Capital Expenditure Plan and the Board was advised that \$3.4M will
27 need to be borrowed to complete the projects, but staff will continue to seek out available grant
28 funding. He stated that the West Marin water financial plan and budgets project one new connection
29 next year and 60MG of water sales. He noted that operating expenditures are budgeted to increase
30 3%.

31 President Schoonover opened the public hearing at 7:05 p.m.

1 Director Rodoni confirmed that the \$65,000 revenue shortfall this year is attributed to water
2 sales below that budgeted and asked that staff be "shovel ready" with projects to secure grant
3 funding that comes available from time to time.

4 Hearing no further comment, President Schoonover closed the public hearing at 7:13 p.m.

5 On motion of Director Rodoni, seconded by Director Baker the Board approved Resolution
6 16-16 entitled: "Resolution of the Board of Directors of North Marin Water District amending
7 Regulation 54 – Water Rates" pertaining to Water Rates and Charges to reflect an increase
8 averaging 5% for the typical residential customer in the West Marin Water Service Area effective
9 July 1 of 2016 by the following vote:

10 AYES: Directors Baker, Fraites, Petterle, Rodoni and Schoonover

11 NOES: None

12 On motion of Director Rodoni, seconded by Director Fraites, the Board adopted FY17 West
13 Marin Water System Budget as presented by the following vote:

14 AYES: Directors Baker, Fraites, Petterle, Rodoni and Schoonover

15 NOES: None

16 On motion of Director Fraites, seconded by Director Baker, the Board authorized the
17 General Manager to pay demands arising from execution of the budgeted FY17 West Marin Water
18 expenditure plan by the following vote:

19 AYES: Directors Baker, Fraites, Petterle, Rodoni and Schoonover

20 NOES: None

21 **PUBLIC HEARING – OCEANA MARIN SEWER SERVICE CHARGE INCREASE, OCEANA**
22 **MARIN SEWER CONNECTION FEE INCREASE, AND OCEANA MARIN SEWER FY17 BUDGET**

23 Mr. Bentley provided a final review of the Oceana Marin Sewer FY17 Budget and the
24 Oceana Marin Sewer Service Charge increase. He stated that a 10% (\$7 per month) increase was
25 proposed for the sewer service charge which will be collected on the property tax roll. He advised
26 the Board that the budgeted expenditures for next year total \$380K and that the 230 existing
27 Oceana Marin customers are facing a \$3.1M list of projects identified in the recently completed Nute
28 Engineering Master Plan Update. Mr. Bentley noted that \$1.2M of that amount is included in the 5-
29 year financial plan. He informed the Board that new connections are anticipated at one per year and
30 operating expenses are projected to increase 1% next year.

1 Mr. Bentley reviewed the proposed increase to the Oceana Marin Sewer Connection Fee. He
2 stated that the proposed connection fee is \$30,000 per dwelling unit increasing from \$15,200. Mr.
3 Bentley stated that for the connection fee calculation 25% of the master plan projects are allocated
4 to new development which are projected to approximately be 38 new connections. He advised the
5 Board that staff proposes that if the customers file both an application for sewer service with the
6 District and application for building permit with the County of Marin by September 1st, current
7 sewage facilities connection charge of \$15,200 would apply. He advised the Board that this
8 connection fee increase drew concern from four property owners in Oceana Marin.

9 President Schoonover opened the public hearing at 7:20 p.m.

10 Michael and Sarah McCall, Oceana Marin property owners and future residents, advised that
11 they purchased the lot at 438 Oceana Drive eighteen months ago and desire to build their first and
12 only home and that the fee increase proposed has happened suddenly and they are not prepared to
13 absorb the increase along with other cost increases with their home building project. Mr. McCall
14 stated that they have completed their design and Oceana Marin Homeowners Association review
15 but do not believe they will be able to meet the staff recommended deadline to make the District's and
16 Marin County applications by September 1st.

17 Director Rodoni asked that that Board take into consideration a phasing in of the connection
18 fee over a two year period.

19 Hearing no further comment President Schoonover closed the public hearing at 7:36 p.m.

20 On the motion of Director Petterle, seconded by Director Fraites, the Board approved
21 Ordinance No. 34 entitled: "Ordinance Of The Board Of Directors Of North Marin Water District
22 Electing To Have Oceana Marin Sewer Charges Be Collected On The Tax Roll Of The County Of
23 Marin, State Of California Commencing Fiscal Year 2016-17", Approved Resolution No. 16-17
24 entitled: "Revision Of North Marin Water District Regulation 109 Oceana Marin Sewer Service -
25 Rates And Charges" amending Regulation 109, effective July 1, 2016, to: Increase the Oceana
26 Marin Sewer Service Rate to \$936 per dwelling unit per year; Adopted the FY17 Oceana Marin
27 Sewer System Budget as proposed; and Authorized the General Manager to pay demands arising
28 from execution of the budgeted FY17 Oceana Marin expenditure plan by the following vote:

29 AYES: Directors Baker, Fraites, Petterle, Rodoni and Schoonover

30 NOES: None

31 On the motion of Director Petterle, seconded by Director Fraites, increasing the Oceana
32 Marin Sewage Facilities Connection Charge to \$30,000 per dwelling unit, with the exception that

1 property owners who file an application for sewer service and a County building permit by October
2 16, 2016, are eligible to pay the existing \$15,200 Sewage Facilities Connection Fee was
3 considered:

4 Director Rodoni requested the motion be amended to phase in the connection fee over two
5 years: to \$22,600 in FY2016/17 and to \$30,000 in FY 2017/18. The amendment was accepted and
6 the motion passed by the following vote:

7 AYES: Directors Baker, Fraites, Petterle, Rodoni and Schoonover

8 NOES: None

9 **INFORMATION – WEST MARIN**

10 **WEST MARIN CAPITAL IMPROVEMENTS PROJECTS – FY15-16 PRELIMINARY YEAR- END**
11 **PROGRESS REPORT**

12 Mr. McIntyre reviewed the West Marin Capital Improvement Projects for this past fiscal year
13 providing a recap of year-end progress. He advised the Board that projects completed including
14 upsizing the 4" pipeline from Bear Valley tanks, the Pt. Reyes Station Tank #2 and #3 seismic piping
15 upgrades, replacing the pump in Coast Guard Well #2, and the force main isolation valve at Oceana
16 Marin. He informed the Board that the ongoing projects include the PRE Tank 4A replacement,
17 replacing the green sand filter media in Pt. Reyes Treatment Plant, permitting for a second well at
18 the Gallagher site, design of an eighth trench at the Oceana Marin disposal field, design of pipe
19 relining at Oceana Marin and continued infiltration and inflow repair at Oceana Marin.

20 Director Rodoni requested the West Marin Capital Improvement Project Year End Progress
21 Report be conducted prior to the rate increase/budget public hearing in future years.

22 **PT. REYES SYSTEM OVERVIEW – FOCUS ON WATER QUALITY**

23 Mr. Clark provided a repeat presentation of the Pt. Reyes Potable Water System overview
24 taking the opportunity of the West Marin meeting to update customers on where their water comes
25 from, how its treated, delivered and protected for water quality.

26 **CONSENT CALENDAR**

27 On the motion of Director Petterle, seconded by Director Baker the Board approved the
28 following items on the consent calendar by the following vote:

29 AYES: Director Baker, Fraites, Petterle, Rodoni and Schoonover

30 NOES: None

1 **WATER SERVICE AGREEMENT – SHELL STATION REMODEL – 7473 REDWODD BLVD.**

2 The Board approved a Water Service Agreement for the Redwood Blvd – Shell Station
3 (Redwood and Olive). This project will include extension of Recycled Water to serve both irrigation
4 and the existing carwash. New water facilities include: 150ft of water main, one-1” domestic water
5 service and one 1.5” recycled water service with a commercial fire hydrant and a 6” fire service.
6 Estimated water facilities cost, including 4 new connection fees, is \$273,561. The Board Approved
7 Resolution 16-18 entitled: “Authorization of Execution of Water Service Facilities Construction
8 Agreement with AU Energy LLC.”

9 **WATER SERVICE AGREEMENT – REDWOOD LANDFILL GAS TO ENERGY PROJECT**

10 The Board approved a Water Service Agreement for the Redwood Landfill – Gas to Energy
11 Project. The project is located just north of the existing scale house at Redwood landfill and will burn
12 the landfill gas currently being flared, to generate electrical power. New water facilities include: 245ft
13 of water main, one-6” fire service and one commercial fire hydrant. Estimated cost of the facilities is
14 \$64,221. No new connection fees are required.

15 The Board approved Resolution 16-19 entitled: “Authorization of Execution of High Pressure
16 Water Service Facilities Construction Agreement with Redwood Landfill, Inc.”

17 **CONTRACT FOR DRAFTING SERVICES - ABEREGG**

18 The Board approved a new agreement for drafting services with Michael Albregg in the
19 amount of \$30K. Mr. Albregg has been used by the District since 2000 to provide miscellaneous
20 drafting services and help meet short term workload demands. The last contract was approved by
21 the Board in September 2015. Since that time, Mr. Albregg has worked on the Recycled Water
22 Central Service Area Project and three developer projects.

23 **MISCELLANEOUS**

24 The Board received the following miscellaneous information: Disbursements.

25 The Board received the following news article: Ultrasonic meters help Stinson save water.

26 The Board also received the following miscellaneous items at the meeting: The Eel River
27 Action Plan, the public hearing notice for the West Marin Water Rate Increase and the following
28 news article: Novato residents angry as water rates rise despite conservation.

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Submitted by

Katie Young
District Secretary

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NORTH MARIN WATER DISTRICT
MONTHLY PROGRESS REPORT FOR June 2016
 July 19, 2016

ITEM #6

1.

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

Month	FY15/16	FY14/15	FY13/14	FY12/13	FY11/12	16 vs 15 %
July	225	319	385	389	371	-30%
August	244	301	360	396	373	-19%
September	189	276	332	346	347	-31%
October	218	221	313	283	249	-1%
November	149	173	229	166	183	-14%
December	122	129	182	146	156	-5%
January	128	137	168	151	178	-7%
February	118	121	119	148	147	-2%
March	141	195	154	211	156	-28%
April	171	217	177	240	171	-21%
May	246	185	283	346	311	33%
June	273	226	308	357	356	21%
FYTD Total	2,225	2,501	3,010	3,179	2,997	-11%

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

Month	FY15/16	FY14/15	FY13/14	FY12/13	FY11/12	16 vs 15 %
July	6.6	8.6	9.3	9.8	9.2	-23%
August	7.0	8.5	9.3	9.7	9.4	-18%
September	6.4	7.8	8.5	8.3	8.7	-18%
October	6.5	5.4	8.0	7.4	6.5	21%
November	4.7	4.6	6.8	5.2	5.1	4%
December	3.9	4.7	6.4	4.5	4.9	-16%
January	3.7	4.4	5.9	5.0	4.8	-16%
February	3.8	3.9	4.4	4.4	4.5	-4%
March	4.2	5.2	5.0	5.4	4.4	-19%
April	4.9	4.7	5.0	6.0	5.4	3%
May	6.5	5.7	7.3	8.5	7.1	14%
June	7.0	6.2	8.3	8.5	8.8	13%
FYTD Total	65.2	69.7	84.1	82.7	78.9	-6%

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

Month	FY15/16	FY14/15	FY13/14	FY12/13	FY11/12	16 vs 15 %
July	108	83	98	49	115	30%
August	79	61	83	83	126	29%
September	38	26	56	72	77	46%
October	50	0	82	88	113	-
November	58	8	5	64	106	672%
December	0	0	2	0	49	-
January	0	0	0	21	0	-
February	0	24	0	57	0	-
March	0	95	0	61	0	-
April	49	104	0	67	0	-53%
May	111	82	75	105	0	36%
June	108	91	78	89	0	18%
FYTD Total	601	573	479	755	586	5%

Recycled Water Production - in Million Gallons - FY to Date

Month	FY15/16	FY14/15	FY13/14	FY12/13	FY11/12	16 vs 15 %
July	21.3	21.8	27.6	11.2	11.0	-2%
August	26.2	26.0	26.2	10.5	12.2	1%
September	15.7	19.2	18.6	8.5	9.6	-18%
October	15.8	9.4	15.8	0.0	0.0	69%
November	3.2	3.7	6.4	0.0	0.0	-14%
December	0.8	1.6	1.6	0.0	0.0	-51%
January	0.2	0.8	1.2	0.0	0.0	-76%
February	0.6	0.8	1.8	0.0	0.0	-31%
March	0.3	9.5	1.2	1.4	0.0	-97%
April	11.0	14.1	8.3	8.8	2.5	-22%
May	20.2	21.1	23.0	17.3	10.8	-4%
June	24.0	19.9	24.6	23.1	11.1	21%
FYTD Total*	139.3	147.8	156.2	80.8	57.2	-6%

*Excludes potable water input into the RW system: FYTD16 = 8.0MG; FYTD15 = 6.9MG; FYTD14 = 10.9MG.

2. Stafford Lake Data

	June Average	June 2015	June 2016
Rainfall this month	0.20 Inches	0.14 Inches	0 Inches
Rainfall this FY to date	26.9 Inches	26.2 Inches	21.5 Inches
Lake elevation*	190.2 Feet	189.2 Feet	191.1 Feet
Lake storage**	993 MG	931 MG	1,054 MG

* Spillway elevation is 196.0 feet

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

Temperature (in degrees)

	Minimum	Maximum	Average
June 2015 (Novato)	50	106	68
June 2016 (Novato)	53	103	69

3. Number of Services

May 31	Novato Water			Recycled Water			West Marin Water			Oceana Marin Swr		
	FY16	FY15	Incr %	FY16	FY15	Incr %	FY16	FY15	Incr %	FY16	FY15	Incr %
Total meters	20,765	20,746	0.1%	48	48	0.0%	786	782	0.5%	-	-	-
Total meters active	20,529	20,494	0.2%	44	44	0.0%	779	776	0.4%	-	-	-
Active dwelling units	23,976	23,942	0.1%	0	0	-	824	824	0.0%	230	229	0.4%

4. Oceana Marin Monthly Status Report (June)

Description	June 2015	June 2016
Effluent Flow Volume (MG)	0.390	0.404
Irrigation Field Discharge (MG)	0	0
Treatment Pond Freeboard (ft)	3.0	3.3
Storage Pond Freeboard (ft)	8.3	6.1

5. Developer Projects Status Report (June)

Job No.	Project	% Complete	% This month
1.2777.00	Walnut Meadows	90	5
1.2783.00	Olive Ave. Chevron Car Wash	90	5

District Projects Status Report - Const Dept (June)

Job No.	Project	% Complete	% This month
1.6222.23	Sunset Tank Chlorine Mixing System	100	5
1.8677.20	Flushing Taps At Dead Ends	100	5
2.6257.20	Pt. Reyes Tanks 2 & 3 Seismic Piping Upgrade	100	5
1.7145.00	Zone A Pressure Improvements	70	40
1.7054.05	Inaccurate Meter Replacement	100	5

Employee Hours to Date, FY 15/16

As of Pay Period Ending June 30, 2016

Percent of Fiscal Year Passed = 100%

Developer Projects	Actual	Budget	% YTD Budget	District Projects	Actual	Budget	% YTD Budget
Construction	1,750	1,400	125	Construction	,920	4,949	79
Engineering	989	1,480	67	Engineering	4,640	4,980	93

6. Safety/Liability

FY 16 through June
FY 15 through June

Industrial Injury with Lost Time				Liability Claims Paid	
Lost Days	OH Cost of Lost Days (\$)	No. of Emp. Involved	No. of Incidents	Incurred (FYTD)	Paid (FYTD) (\$)
25	8,784	3	3	5	57,782
167	84,280	2	1	5	20,355

Days without a lost time accident through June 30, 2016 = 70 days

7. Energy Cost

FYE	Kwh	June		Fiscal Year-to-Date thru June		
		¢/Kwh	Cost/Day	Kwh	¢/Kwh	Cost/Day
2016 Stafford TP	69,127	18.6¢	\$429	624,919	18.5¢	\$316
Pumping	139,454	20.3¢	\$944	1,151,101	18.7¢	\$590
Other*	40,953	26.9¢	\$368	467,270	23.2¢	\$298
	249,533	20.9¢	\$1,741	2,243,289	19.6¢	\$1,202
2015 Stafford TP	77,141	18.1¢	\$465	702,958	17.9¢	\$345
Pumping	107,746	17.8¢	\$662	1,274,893	16.6¢	\$581
Other*	40,046	25.0¢	\$345	473,435	21.5¢	\$278
	224,933	19.2¢	\$1,488	2,451,287	17.9¢	\$1,205
2014 Stafford TP	81,059	17.6¢	\$474	740,873	17.2¢	\$350
Pumping	154,158	17.1¢	\$907	1,650,342	15.6¢	\$706
Other*	43,812	23.5¢	\$355	511,742	20.3¢	\$284
	279,029	18.2¢	\$1,752	2,902,958	16.8¢	\$1,339

*Other includes West Marin Facilities

8. Water Conservation Update

	Month of June 2016	Fiscal Year to Date	Program Total to Date
High Efficiency Toilet (HET) Rebate (\$100 each)	21	266	3,537
Retrofit Certificates Filed	26	236	5,553
Cash for Grass Rebates Paid Out	5	132	826
Washing Machine Rebates	8	103	6,702
Water Smart Home Survey	17	224	2,344

9. Utility Performance Metric

SERVICE DISRUPTIONS (No. of Customers Impacted)	June 2016	June 2015	Fiscal Year to Date 2016	Fiscal Year to Date 2015
PLANNED				
Duration Between 0.5 and 4 hours	10	15	172	143
Duration Between 4 and 12 hours	91		164**	12
Duration Greater than 12 hours			1	1
UNPLANNED				
Duration Between 0.5 and 4 hours	11	10	174*	244
Duration Between 4 and 12 hours			32	69
Duration Greater than 12 hours		2	1	58
SERVICE LINES REPLACED				
Polybutylene	12	9	141	128
Copper (Replaced or Repaired)		6	15	40

*69 customers affected due to maintenance of valves

**157 customers affected due to maintenance of valves

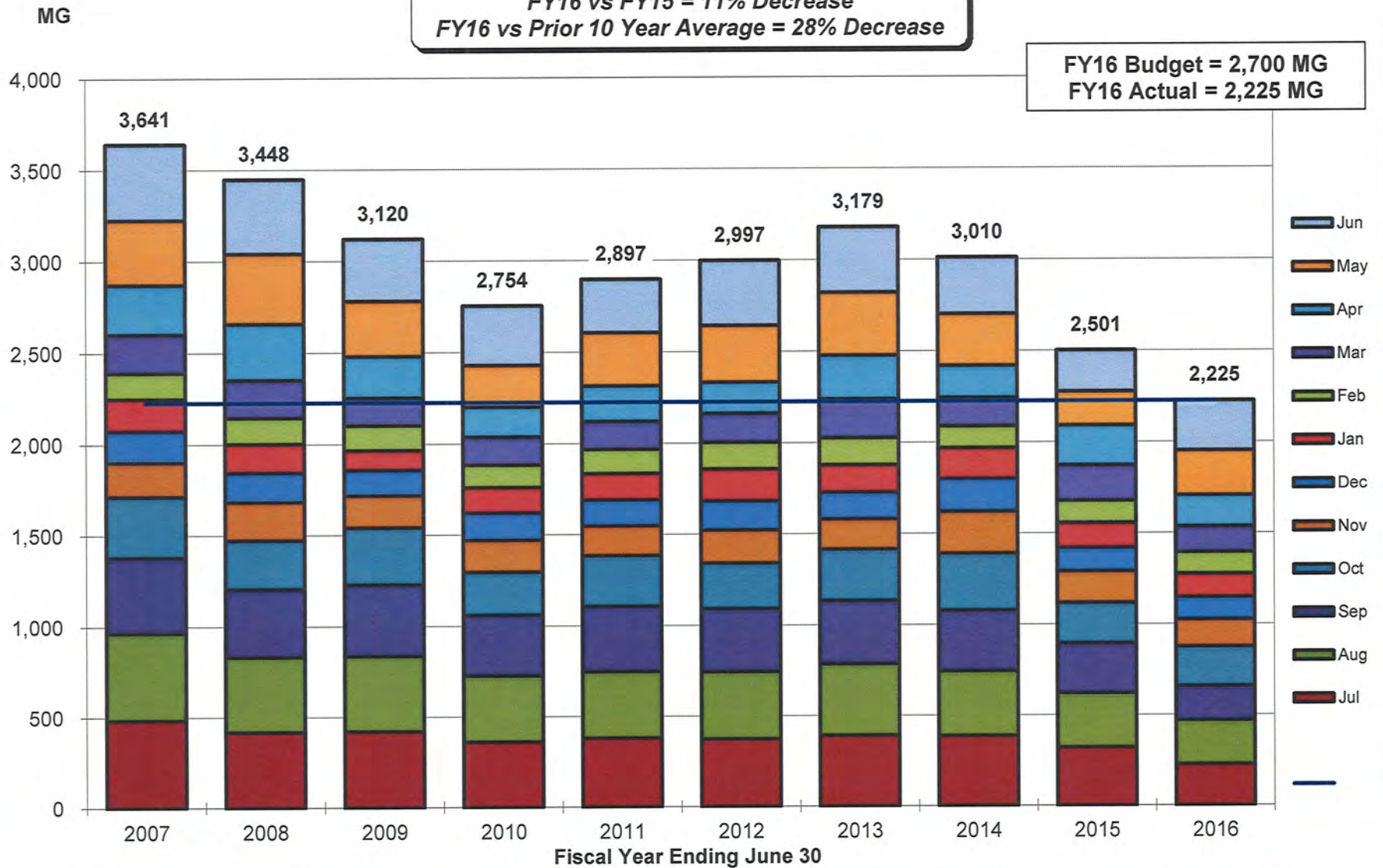
7/12/16

t:\acell\wtr use\productn.xls chart - total prod by mo

Novato Potable Water Production

FY16 vs FY15 = 11% Decrease
FY16 vs Prior 10 Year Average = 28% Decrease

FY16 Budget = 2,700 MG
FY16 Actual = 2,225 MG



NORTH MARIN WATER DISTRICT

Summary of Complaints & Service Orders June 2016

7/8/2016

Type	Jun-16	Jun-15	Action Taken June 2016
<u>Consumers' System Problem</u>			
Service Line Leaks	18	19	Notified Consumer
Meter Leak Consumer's Side	1	0	~
House Plumbing	0	0	~
Noisy Plumbing	0	0	~
Seepage or Other	0	0	~
House Valve / Meter Off	6	11	Notified Consumer
Nothing Found	11	8	Notified Consumer
Low Pressure	0	1	~
High Pressure	1	0	Pressure @102 PSI. Customer was notified.
Water Waster Complaints	0	0	~
Total	37	39	
<u>Service Repair Reports</u>			
Register Replacements	0	0	~
Meter Replacement	1	3	Notified Consumer
Meter Box Alignment	0	0	~
Meter Noise	0	0	~
Dual Service Noise	0	0	~
Box and Lids	0	2	~
Water Off/On Due To Repairs	7	0	Notified Consumer
Misc. Field Investigation	1	2	Notified Consumer
Total	9	7	
<u>Leak NMWD Facilities</u>			
Main-Leak	0	0	~
Mains-Nothing Found	0	0	~
Mains-Damage	0	0	~
Service- Leak	10	12	Repaired
Services-Nothing Found	5	1	Notified Consumer
Service-Damaged	0	0	~
Fire Hydrant-Leak	2	0	Repaired
Fire Hydrants-Nothing Found	0	1	~
Fire Hydrants-Damaged	0	2	~
Meter Replacement	0	0	~
Meters-Leak	0	0	~
Meters-Nothing Found	0	0	~
Meters Damaged	0	0	~
Washer Leaks	3	9	Replaced
Total	20	25	
<u>High Bill Complaints</u>			
Consumer Leaks	4	12	Notified Consumer
Meter Testing	0	0	~
Meter Misread	7	2	Notified Consumer
Nothing Found	8	21	Notified Consumer
Projected Consumption	0	0	~
Excessive Irrigation	0	0	~
Total	19	35	

NORTH MARIN WATER DISTRICT

Summary of Complaints & Service Orders June 2016

7/8/2016

Type	Jun-16	Jun-15	Action Taken June 2016
<u>Low Bill Reports</u>			
Meter Misread	0	2	~
Stuck Meter	1	0	Notified Consumer
Nothing Found	0	3	~
Projected Consumption	0	0	~
Minimum Charge Only	0	0	~
Total	1	5	

Water Quality Complaints

Taste and Odor	1	4	<i>Customer reported chlorine taste & odor in water. (Crissy Pl)</i> Chlorine levels were normal for NMWD supply. Chlorine odor was not detected by staff. Customer was notified of results.
Color	0	0	~
Turbidity	0	0	~
Suspended Solids	0	0	~
Other	1	0	<i>Customer requested testing for calcium. (Andale Ave)</i> Calcium level was normal for NMWD supply.

Total	2	4	
<u>TOTAL FOR MONTH:</u>	<u>88</u>	<u>115</u>	<u>-23%</u>

Fiscal YTD Summary

Consumer's System Problems	416	349	19%	<u>Change Primarily Due To</u> Increase In Consumer Service Leaks
Service Repair Report	120	123	-2%	Decrease In Meter Replacement
Leak NMWD Facilities	261	352	-26%	Decrease In Service Line Leaks
High Bill Complaints	294	334	-12%	Decrease In Nothing Found
Low Bills	2	14	-86%	Decrease In Nothing Found
Water Quality Complaints	46	35	31%	Increase In Discolored Water
Total	<u>1,139</u>	<u>1,207</u>	<u>-6%</u>	

NORTH MARIN WATER DISTRICT

Summary of Complaints & Service Orders June 2016

7/8/2016

<u>Type</u>	<u>Jun-16</u>	<u>Jun-15</u>	<u>Action Taken June 2016</u>
<u>"In House" Generated and Completed Work Orders</u>			
<u>Check Meter:</u> possible consumer/District leak, high bill, flooded, need read, etc.	153	178	
<u>Change Meter:</u> leaks, hard to read	6	5	
<u>Possible Stuck Meter</u>	0	0	
<u>Repair Meter:</u> registers, shut offs	0	0	
<u>Replace Boxes/Lids</u>	0	2	
<u>Hydrant Leaks</u>	0	0	
<u>Trims</u>	55	32	
<u>Dig Outs</u>	58	79	
<u>Letters to Consumer:</u> meter obstruction, trims, bees, gate access, etc. get meter number, kill service, etc.	0	0	
	<u>272</u>	<u>296</u>	

Bill Adjustments Under Board Policy:

June 16 vs. June 15

Jun-16	17	\$4,640
Jun-15	23	\$6,574

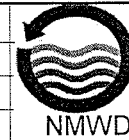
Fiscal Year to Date vs. Prior FYTD

15/16 FYTD	234	\$74,650
14/15 FYTD	259	\$107,327

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Customer Service Questionnaire Quarterly Report

Quarter Ending 06/30/16



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Response				Response			
Water Quality	Agree	Neutral	Disagree	Pressure	Agree	Neutral	Disagree
Courteous & Helpful	2			Courteous & Helpful	2		
Accurate Information	2			Accurate Information	2		
Prompt Service	2			Prompt Service	2		
Satisfactorily Resolved	1	1		Satisfactorily Resolved	2		
Overall Experience	1	1		Overall Experience	2		
	8	2	0		10	0	0
Leak	Agree	Neutral	Disagree	Noisy Pipes	Agree	Neutral	Disagree
Courteous & Helpful	22			Courteous & Helpful			
Accurate Information	21	1		Accurate Information			
Prompt Service	21	1		Prompt Service			
Satisfactorily Resolved	17	5		Satisfactorily Resolved			
Overall Experience	19	3		Overall Experience			
	100	10	0		0	0	0
Billing	Agree	Neutral	Disagree	Other	Agree	Neutral	Disagree
Courteous & Helpful	5			Courteous & Helpful	7		
Accurate Information	5			Accurate Information	7		
Prompt Service	5			Prompt Service	7		
Satisfactorily Resolved	4	1		Satisfactorily Resolved	5	2	
Overall Experience	5			Overall Experience	7		
	24	1	0		33	2	0
Grand Total				Grand Total			
					175	15	0
					92%	8%	0%
				Questionnaires Sent Out	97	100%	
				Questionnaires Returned	38	39%	

Customer Service Questionnaire Quarterly Report

Quarter Ending 06/30/16


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Customer Comments	Staff Response to Negative Comments	Issues NMWD Should Address In The Future
Water Quality		
Both Mark & Sarah were highly professional in their demeanor & both were excellent in sharing information.		
Everything I experienced was positive, but I was told I would be contacted with results. After a week I called to learn the results. Also requested someone to look at a leak in front of my house.	Result came in a week after the visit & customer was notified at that time. FSR went to home to check for leaks. No leaks were found & customer was notified of results by phone message.	
Leaks		
Gardner found a leak in irrigation system & made repair after FSR stated no leaks. Received a high bill & requested a bill adjustment.	Use was 117% of prior year same period & therefore, doesn't qualify for a bill adjustment.	
Found water leak & installed new waterline. Would like a bill adjustment.	Customer qualifies for a bill adjustment. Work order made to perform a water smart home survey & grant the adjustment.	
Great service.		
Totally pleased with the service.		
Good job. Thank you.		
Good service.		
Good service and knowledgeable.		
Crew was quick, efficient and knowledgeable.		
The FSR was at my house within 10 minutes. He found the leak. Great response.		Have an alarm when a customer uses double normal consumption.
I appreciate the meter reader letting me know I had leak at my property. It has been repaired.		
Billing		
Friendly and helpful.		
Staff both internal & external were fantastic!		
Pressure		
Noisy Pipes		
Other		
FSR determined my neighbor turned the water off to make repairs. Your staff was helpful.		

MEMORANDUM

To: Board of Directors

July 15, 2016

From: David L. Bentley, Auditor-Controller 

Subj: Auditor-Controller's Monthly Report of Investments for June 2016

I:\aclword\invest\16\investment report 0616.doc

RECOMMENDED ACTION: Information

FINANCIAL IMPACT: None

At month end the District's Investment Portfolio had an amortized cost value (i.e., cash balance) of \$13,029,145 and a market value of \$13,032,102. During June the cash balance decreased by \$39,313. The market value of securities held increased \$2,957 during the month. The ratio of total cash to budgeted annual operating expense stood at 89%, the same as the prior month.

At June 30, 2016, 30% of the District's Portfolio was invested in California's Local Agency Investment Fund (LAIF), 30% in Time Certificate of Deposit, 8% in US Treasury Notes, 15% in Federal Agency Securities, and 5% in Corporate Medium Term Notes. The weighted average maturity of the portfolio was 192 days, compared to 182 days at the end of May. The LAIF interest rate for the month was 0.58%, compared to 0.55% the previous month. The weighted average Portfolio rate was 0.72%, compared to 0.69% the previous month. Including interest paid by The Bay Club on the StoneTree Golf Recycled Water Facilities Loan, the District earned \$12,904 in interest revenue during June, with 56% earned by Novato Water, 31% earned by Recycled Water (by virtue of the StoneTree Golf Loan) and the balance distributed to the two West Marin districts.

**NORTH MARIN WATER DISTRICT
AUDITOR-CONTROLLER'S MONTHLY REPORT OF INVESTMENTS
June 30, 2016**

Type	Description	S&P Rating	Purchase Date	Maturity Date	Cost Basis ¹	6/30/2016 Market Value	Yield ²	% of Portfolio
LAIF	State of CA Treasury	AA-	Various	Open	\$3,895,860	\$3,896,721	0.58% ³	30%
Time Certificate of Deposit								
TCD	Investors Bank	n/a	7/21/14	7/21/16	249,000	249,000	0.70%	2%
TCD	Comenity Capital Bank	n/a	8/18/14	8/18/16	249,000	249,000	0.80%	2%
TCD	Ally Bank	n/a	10/2/14	10/3/16	248,000	248,000	0.95%	2%
TCD	Cardinal Bank	n/a	11/12/14	11/14/16	249,000	249,000	0.80%	2%
TCD	Goldman Sachs	n/a	12/10/14	12/12/16	248,000	248,000	1.00%	2%
TCD	First Niagara Bank	n/a	4/30/15	5/1/17	249,000	249,000	0.75%	2%
TCD	Discover Bank	n/a	5/6/15	5/8/17	248,000	248,000	0.85%	2%
TCD	Capital One Bank	n/a	6/10/15	6/12/17	248,000	248,000	0.90%	2%
TCD	Flagship Cmnty Bank	n/a	6/24/15	6/24/17	249,000	249,000	0.75%	2%
TCD	American Express Bank	n/a	7/8/15	7/10/17	248,000	248,000	1.15%	2%
TCD	Capital One National Assoc	n/a	8/5/15	8/7/17	248,000	248,000	1.20%	2%
TCD	American Express Centurion	n/a	10/7/15	10/10/17	248,000	248,000	1.20%	2%
TCD	BMW Bank	n/a	12/14/15	12/11/17	248,000	248,000	1.20%	2%
TCD	Wells Fargo Bank	n/a	3/23/16	3/23/18	248,000	248,000	1.10%	2%
TCD	Mercantil Commerce Bank	n/a	6/17/16	6/15/18	248,000	248,000	1.00%	2%
TCD	Customers Bank	n/a	6/24/16	6/25/18	248,000	248,000	1.20%	2%
					\$3,973,000	\$3,973,000	0.96%	30%
US Treasury Notes								
Treas	1,000 - 1.00%	n/a	8/4/14	9/30/16	1,000,898	1,001,605	0.65%	8%
					\$1,000,898	\$1,001,605	0.64%	8%
Federal Agency Securities								
FFCB	1.70% MTN	n/a	9/15/14	10/28/16	\$501,685	\$502,098	0.69%	4%
FHLB	0.58% MTN	n/a	11/7/14	11/14/16	499,878	500,260	0.64%	4%
FICO	0.86% MTN	n/a	4/22/16	5/11/18	1,000,877	1,001,165	0.86%	8%
					\$2,002,441	\$2,003,523	0.76%	15%
Corporate Medium Term Notes								
MTN	General Electric Capital	AA+	3/18/16	5/15/17	\$641,380	\$641,686	0.75%	5%
					\$641,380	\$641,686	0.75%	5%
Other								
Agency	Marin Co Treasury	AA+	Various	Open	\$735,570	\$735,570	0.32%	6%
Other	Various	n/a	Various	Open	779,996	779,997	0.50%	6%
TOTAL IN PORTFOLIO					\$13,029,145	\$13,032,102	0.72%	100%

Weighted Average Maturity = **192 Days**

LAIF: State of California Local Agency Investment Fund.

TCD: Time Certificate of Deposit, Treas: US Treasury Notes with maturity of 5 years or less.

FFCB: Federal Farm Credit Bank, FHLB: Federal Home Loan Bank, FICO: Financing Corporation

Agency: STP State Revolving Fund Loan Reserve.

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

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, 2016.

Interest Bearing Loans	Loan Date	Maturity Date	Original Loan Amount	Principal Outstanding	Interest Rate
StoneTree Golf Loan	6/30/06	2/28/24	\$3,612,640	\$1,730,041	2.40%
Employee Housing Loans (5)	Various	Various	934,200	934,200	Contingent
TOTAL INTEREST BEARING LOANS			\$4,546,840	\$2,664,241	

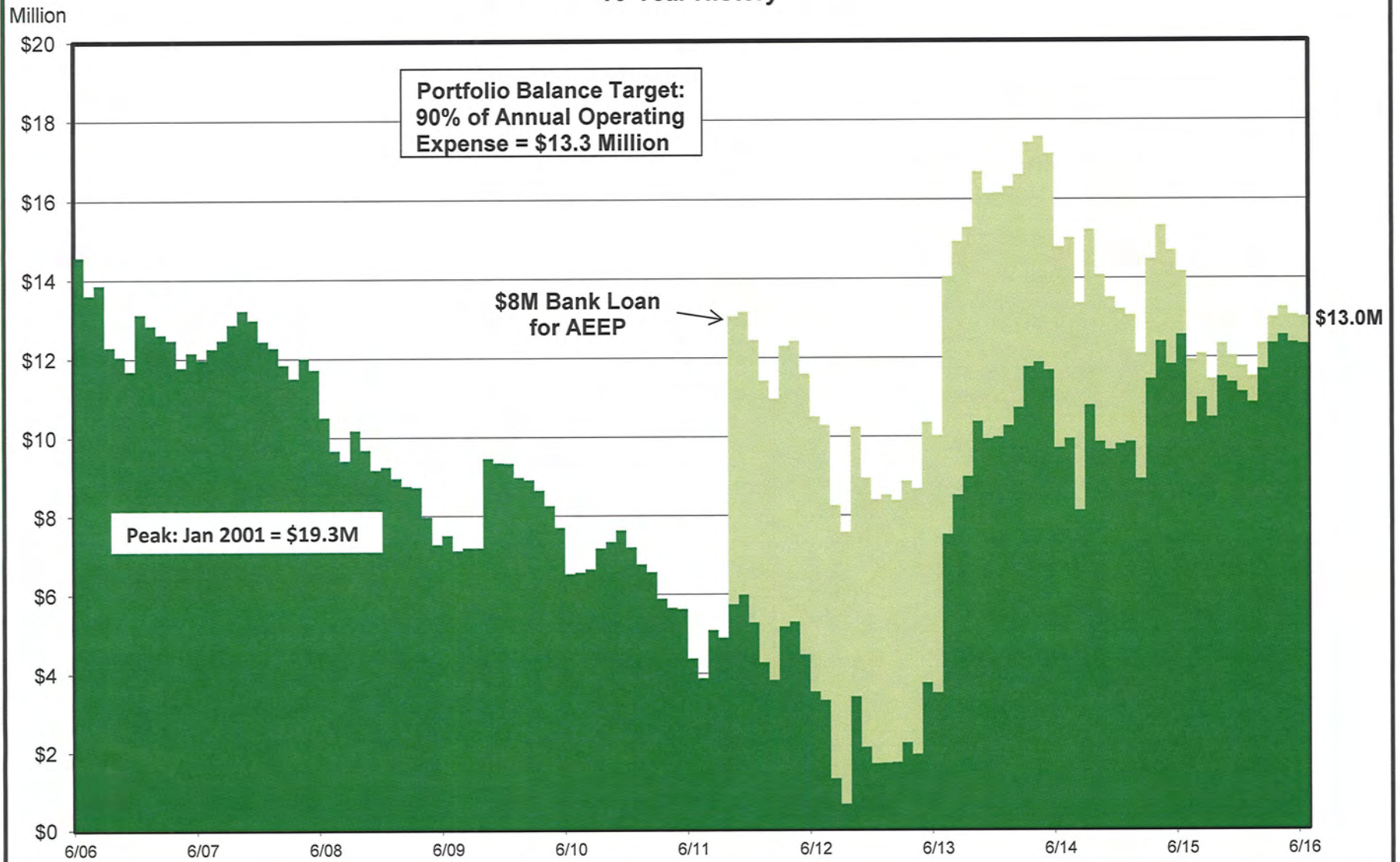
The District has the ability to meet the next six months of cash flow requirements.

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7/13/16

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NMWD Portfolio Balance 10-Year History



7

MEMORANDUM

To: Board of Directors
 From: Drew McIntyre, Chief Engineer 
 Subject: Water Service Agreement – 2645 South Petaluma Blvd. Self-Storage
r:\folders by job no\2700 jobs\2785\2785 board memo 7.2016.doc

July 15, 2016

RECOMMENDED ACTION: The Board approve authorization of this agreement.

FINANCIAL IMPACT: None: Developer Funded

The South Petaluma Blvd. Self-Storage is located at 2645 S. Petaluma Blvd, Petaluma (see attached map). The proposed project is a self-storage facility with a 1,120 sq. ft. office and total building area of approximately 103,000 sq. ft. NMWD currently provides water service to this parcel through the 1-inch meter set in 1984 for a truck stop and restaurant facility. At the June 30, 2015 Board meeting, the Board declared its intent to provide water service to this project pursuant to District regulations. On June 15, 2016, the Sonoma County Permit Resources Management Dept. (PRMD) adopted a Mitigated Negative Declaration and approved the project (Attachment 1). On June 28, 2016 the District circulated a notice regarding change in use for said property to the appropriate agencies as directed by District Resolution 1230 (Attachment 2). Eleven agencies received the notice request and no objections were raised to the change in use (Marin LAFCo submitted the only response, Attachment 3).

Proposed water facilities for this project include approximately 500 feet of 8-inch PVC main, 20 feet of 8-inch steel main, 80 feet of 6-inch PVC main, a 6-inch fire service, two fire hydrants, and two 5/8-inch water services.

Service to this site is a part of an Outside District Boundary Water Service Facilities Construction Agreement and one EDU was allocated for this parcel. Facilities will receive high pressure water service and the new main would tie-in into the existing NMWD facilities in Landing Way downstream of the SCWA master meter. As part of policy No. 24; "Service From North Marin Aqueduct", no expansion of water demands are allowed on the North Marin Aqueduct. This project is estimated to have a total water demand of one EDU. No additional water demand is required for this project.

Sanitary sewer service will be provided by an on-site septic system.

Environmental Document Review

Sonoma County PRMD adopted a Mitigated Negative Declaration on June 15, 2016

RECOMMENDATION:

That the Board approve authorization of this agreement.

Approved by GM CD
 Date 7/15/2016



2645 PETALUMA BLVD.

APN: 019-220-006

DATE	SCALE	JOB NO.	DWG. NO.
6/28/16	N.T.S.	2785	MAP

Notice of Determination

Appendix D

To:

☐ Office of Planning and Research

U.S. Mail:

Street Address:

P.O. Box 3044

1400 Tenth St., Rm 113

Sacramento, CA 95812-3044 Sacramento, CA 95814

☒ County Clerk

County of: Sonoma

Address: 2300 County Center Drive B177

Santa Rosa CA 95403

From:

Public Agency: Permit Sonoma

Address: Resource Management Department
2550 Ventura Avenue, Santa Rosa CA 95403

Contact: Melinda Grosch

Phone: (707) 565-2397

Lead Agency (if different from above):

Address:

Contact:

Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2016052043

Project Title: DRH15-0008

Project Applicant: Terrapin Investments

Project Location (include county): 2645 Petaluma Blvd., South Sonoma

Project Description:

Request for final Design Review of a new self storage facility consisting of a one story building and two story building, totaling 100,191 square feet on a 1.77 acre parcel.

This is to advise that the Permit Sonoma has approved the above
(☒ Lead Agency or ☐ Responsible Agency)described project on June 15, 2016 and has made the following determinations regarding the above
(date)
described project.

1. The project ☒ will ☐ will not have a significant effect on the environment.
2. ☐ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
☒ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures ☒ were ☐ were not made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan ☒ was ☐ was not adopted for this project.
5. A statement of Overriding Considerations ☐ was ☒ was not adopted for this project.
6. Findings ☒ were ☐ were not made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the negative Declaration, is available to the General Public at:

2550 Ventura Avenue, Santa Rosa CA 95403

Signature (Public Agency): Melinda B. Grosch Title: Planner III

Date: June 15, 2016

Date Received for filing at OPR:

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.

Revised 2011

WILLIAM F. ROUSSEAU, Co. Clerk
BY: [Signature] DEPUTY CLERK

49-06152016-136

ATTACHMENT 1

This notice was posted on 6-15-16 and will remain posted for a period of thirty days through 7-16-16

DESIGN REVIEW COMMITTEE RECORD OF ACTION

June 15, 2016

Item No.1 Time: 1:30 p.m. File: DRH15-0008
 Applicant: Terrapin Investments Tony Sherman Staff: Melinda Grosch
 Cont'd from: April 5, 2016
 Env. Doc: N/A
 Proposal: Request for final Design Review of a new self storage facility consisting of a one story building and a two story building, totaling 100,191 square feet on a 1.77 acre parcel.
 Location: 2645 Petaluma Blvd South, Petaluma
 APN: 019-220-006 Supervisorial District:
 Zoning: MI (Limited Urban Industrial), B8 (Frozen Lot Size) and F2 (Secondary Flood Plain).

Public Hearing: Yes

Design Review Committee: Don MacNair, Jim Henderson, Misti Harris
 Staff: Melinda Grosch
 Applicant: Tony Sherman
 Others: Tony Perfetto, Bob Karm, Gordon Wong, Lang Nguyen, and Stephen Butler

PROJECT DESIGN: ☒ Final Review ☐ Referral ☐ Preliminary Review

ACTION:	Project Design Needs Revision (see attached comments)	Project Design Approved (subject to comments and conditions attached)	Bring Back on Consent Prior to Issuance of Building Permit	Project continued to:	Bring Back to Staff Prior to Issuance of Building Permit
Site Plan	_____	X	_____	_____	_____
Architecture	_____	X	_____	_____	_____
Parking	_____	X	_____	_____	_____
Landscaping	_____	_____	_____	_____	X
Signs	_____	X	_____	_____	_____
Grading	_____	X	_____	_____	_____
Exterior Lighting	_____	X	_____	_____	_____
Fence Design	_____	X	_____	_____	_____

VOTE: Don McNair: Moved Jim Henderson: Seconded Misti Harris: Aye
 Ayes: 3 Noes: 0 Absent: 0 Abstain: 0

MOTION:
 The Design Review Committee concurs with the Director of PRMD's Adoption of the Mitigated Negative Declaration and approves the project as conditioned. Comments are attached. Follow-up to be with the Project Review Planner.

**DESIGN REVIEW RECORD OF ACTION SHEET
COMMENTS & CONDITIONS**

Applicant: Terrapin Investments Tony Sherman
Address: 2645 Petaluma Blvd South, Petaluma

File: DRH15-0008
Date: June 15, 2016

NOTE: the applicant is urged to respond under each comment as to how plans have been revised. If a recommended change is not made, please indicate why. Please submit your responses with plans for Final Design Review.

ARCHITECTURE: Building Elevations, Colors, Materials, etc.

1. Brick veneer is important to match Petaluma's vernacular, perhaps on the office portion or frontage building. (Bldg.A)

Response: _____

LANDSCAPING: Design, Plant Types and Sizes, Irrigation, etc.

1. Staff will review landscaping plans prior to building permit issuance.

Response: _____

2. Need to re-calculate the MAWA and adjust landscaping plans accordingly to reflect States revised ETo rate.

Response: _____

3. Consider "Bio-Filtration" sod in swales. Consider creeping fig on green screens and perhaps mix in a deciduous vine to increase color.

Response: _____

4. Increase the number of redbuds on the frontage, not blocking the mural space.

Response: _____

SIGNS

1. Two signs approved: movement sign at entrance and wall-mounted sign near western end of main building.

Response: _____

NORTH MARIN WATER DISTRICT

POLICY: SERVICE FROM NORTH MARIN AQUEDUCT

Original Date: May 17, 1977

POLICY NUMBER: 24

Last Revised: June 6, 2006

Last Reviewed: 05/07/13

SERVICE FROM NORTH MARIN AQUEDUCT

This policy affects lands in Sonoma County which lie outside of the North Marin Water District (North Marin) Service Area Boundary and are located within or immediately adjacent to the Highway 101 Corridor which parallels the North Marin Aqueduct from the Petaluma Veterans Hall to the North at McNear Avenue in Petaluma (North Marin Aqueduct Station 0 Mile) to the old Sweeney Ranch near San Antonio Creek to the South (North Marin Aqueduct Station 4.5 Miles).

The nearest public water source to said lands is the North Marin Aqueduct. Historically North Marin, with the concurrence of Petaluma and/or the County of Sonoma, has allowed connections to its Aqueduct in the South Petaluma Industrial Area. North Marin, by Agreement dated April 13, 1999, conveyed and transferred to Sonoma County Water Agency sufficient rights, title and interest in the Northerly portion of the Aqueduct from the Veterans Hall to the North end of Kastania Road (North Marin Aqueduct Station 2.0 Miles; said section of Aqueduct is also known as Kastania Pipeline) to transport water to and from the Sonoma County Water Agency's Kastania Tank and to Petaluma's 16-inch transmission main located just south of Rinehart's Truck Stop and Restaurant (North Marin Aqueduct Station 1.6 Miles). The said Agreement makes the conveyance of those rights, title and interest and the use of the Aqueduct subject to the prior needs of North Marin's customers located in its Novato service area.

North Marin is vitally concerned about possible future limitations in the water supply available from the Agency, and is further concerned that the utility of its Aqueduct, the main function of which is to import water to Novato for customers within the North Marin service area, not be diminished by the demands of additional development along the Highway 101 Corridor. The North Marin Water District Board of Directors has therefore decided that requests for connections to the North Marin Aqueduct to serve new development located in the Highway 101 Corridor and outside of the District's boundary shall be denied. Subject to hydraulics constraints as determined solely by the District, and subject to the provisions of District Resolution 1230, the only water service exceptions to this policy that will be considered are:

Lands within the South Petaluma Specific Plan area or along the Highway 101 Corridor which receive land use approval from the County of Sonoma and/or City of Petaluma, and which currently receive water service from the District, provided however, that no expansion of water service (including both the amount of water historically provided and the number of service connections) on said lands will be allowed beyond that which the District has historically provided to said lands, as determined solely by the District.

REVISED RESOLUTION 1230

RESOLUTION OF THE BOARD OF DIRECTORS
OF NORTH MARIN WATER DISTRICT INDICATING SUPPORT OF
COOPERATIVE PLANNING EFFORT FOR NOVATO-PETALUMA CORRIDOR
AND INTENT TO COMMUNICATE WITH ALL AFFECTED AGENCIES REGARDING ANY
PROPOSED NEW WATER SERVICE CONNECTIONS IN THE CORRIDOR

WHEREAS, it is the common goal of the Counties of Marin and Sonoma, and the Cities of Novato and Petaluma, to protect and maintain the agricultural open space nature and use of the lands located adjacent to Highway 101 on both sides of the Sonoma-Marin County line between the Cities of Novato and Petaluma and known as the Novato-Petaluma Corridor; and

WHEREAS, in 1975 the Cities of Novato and Petaluma adopted agreements in support of cooperative planning between the two cities; and

WHEREAS, the adopted general plans of the Counties of Marin and Sonoma, and the Cities of Novato and Petaluma, encourage the preservation of the agricultural open space character of the Novato-Petaluma Corridor; and

WHEREAS, the efforts of Marin and Sonoma Counties and the Cities of Novato and Petaluma to preserve and maintain the agricultural open space nature of the Petaluma-Novato corridor are of importance to and deserve the support of other public agencies also having jurisdiction, or other interest in the Novato-Petaluma Corridor; and

WHEREAS, it is in the mutual interest of all affected agencies to monitor land use activities within the Novato-Petaluma Corridor and communicate with each other relative to any proposed changes in land use, services or facilities regarding same; and,

WHEREAS, the North Marin Water District owns, operates and maintains a major water aqueduct traversing the length of the Novato-Petaluma Corridor,

NOW, THEREFORE, THE BOARD OF DIRECTORS OF NORTH MARIN WATER DISTRICT DOES HEREBY RESOLVE, DETERMINE AND FIND AS FOLLOWS:

1. This District does hereby endorse and support the joint efforts of the Counties of Marin and Sonoma and the Cities of Novato and Petaluma in developing and implementing cooperative land use policies and regulations in the Novato-Petaluma Corridor.
2. This District does hereby declare its intention to cooperate in this bi-county effort.
3. This District in recognition of its support and cooperation does hereby declare its intention to advise all affected agencies, particularly the Counties of Marin and Sonoma, their respective Local Agency Formation Commissions, and the Cities of Novato and Petaluma of any proposed new connections to the North Marin Aqueduct within said Novato-Petaluma Corridor; and will refrain from taking any action upon any such proposal until all affected agencies have been notified thereof and given the opportunity to comment thereon.

4. This District finds that the specific affected agencies referred to in this Resolution include: The County of Marin (Planning Department); the County of Sonoma (Planning Department and Fire Chief); the City of Novato; the City of Petaluma; the Sonoma County Local Agency Formation Commission; the Marin County Local Agency Formation Commission; the Sonoma County Water Agency; the Novato Sanitary District, the Marin County Open Space District; the Marin County Flood Control and Water Conservation District; and the Novato Fire Protection District.

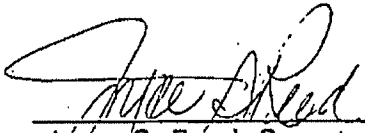
* * * * *

Originally Adopted: July 1, 1975

Date of First Revision: January 21, 1992

I hereby certify that the foregoing is a true and complete copy of a revised resolution duly and regularly adopted by the Board of Directors of NORTH MARIN WATER DISTRICT at a regular meeting of said Board held on the 21st day of January, 1992 by the following vote:

AYES: Directors Amaroli, Baker, Fritz, Schoonover, Wright
NOES: None
ABSENT: None
ABSTAINED: None



Joyce S. Reed, Secretary
North Marin Water District

(SEAL)

Drew McIntyre

From: Keene Simonds <KSimonds@marinlafco.org>
Sent: Tuesday, July 05, 2016 10:03 AM
To: Drew McIntyre
Cc: Mark Bramfit
Subject: Marin LAFCO / Water Service at 2645 Petaluma Blvd

Hi Drew –

Thank you for your notice dated June 28, 2016 advising the North Marin Water District has received a change in water service request involving 26445 Petaluma Boulevard. As provided in the notice, the affected lot already is connected to the District's distribution system and is seeking an expansion in allowable uses to include fire protection via the addition of home sprinklers.

Relevant to your project Government Code Section 56133 requires all cities and districts to request and receive approval from LAFCO before providing new or extended municipal services outside the agency's boundary by contract or agreement. Marin LAFCO defines "extended" by adopted policy to mean the intensification use of a municipal service provided by a city or change in designation or zoning is occurring with respect to the affected lot by the County of Sonoma. Accordingly, and assuming there is no concurrent change in designation or zoning occurring, no further inquiry with Marin LAFCO is needed by the District with respect to proceeding with the project.

Should you have any questions please let me know.

Keene

Keene Simonds
Executive Officer

Marin Local Agency Formation Commission
Regional Service Planning / Subdivision of the State of California
1401 Los Gatos Drive, Suite 220
San Rafael, California 94903
Main: 415.448.5877 | Direct: 415.578.2304
www.marinlafco.org



RESOLUTION NO. 16-
AUTHORIZATION OF EXECUTION
OF
HIGH PRESSURE
OUTSIDE DISTRICT BOUNDARIES
WATER SERVICE FACILITIES CONSTRUCTION AGREEMENT
WITH
2645 PETALUMA SOUTH STORAGE LLC

BE IT RESOLVED by the Board of Directors of NORTH MARIN WATER DISTRICT that the President and Secretary of this District be and they hereby are authorized and directed for and on behalf of this District to execute that certain water service facilities construction agreement between this District and 2645 Petaluma South Storage LLC , a Limited Liability Company, providing for the installation of water distribution facilities to provide domestic water service to that certain real property known as 2645 PETALUMA BLVD. SOUTH, Sonoma County Assessor's Parcel Number 019-220-006, PETALUMA, CALIFORNIA.

* * *

I hereby certify that the foregoing is a true and complete copy of a resolution duly and regularly adopted by the Board of Directors of NORTH MARIN WATER DISTRICT at a regular meeting of said Board held on the 19th day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

(SEAL)

Katie Young, Secretary
North Marin Water District

PART ONE
HIGH PRESSURE
WATER SERVICE FACILITIES CONSTRUCTION AGREEMENT
OUTSIDE DISTRICT BOUNDARIES
FOR
2645 PETALUMA SOUTH STORAGE LLC

THIS AGREEMENT, which consists of this Part One and Part Two, Standard Provisions, attached hereto and a part hereof, is made and entered into as of _____, 2016, by and between NORTH MARIN WATER DISTRICT, herein called "District," and 2645 PETALUMA SOUTH STORAGE LLC, A Limited Liability Company, herein called "Applicant."

WHEREAS, the Applicant, pursuant to District Regulation 1, the State of California Subdivision Map Act and all applicable ordinances of the City of Novato and/or the County of Marin, has pending before the City or County a conditionally approved Tentative Subdivision Map, Precise Development Plan, Tentative Parcel Map or other land use application for the real property in the District commonly known as Sonoma County Assessor's Parcel Number 019-220-006 and the project known as 2645 SOUTH PETALUMA BLVD. STORAGE, consisting of one (1) lot for commercial development; and

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

WHEREAS, the Applicant is the owner of real property in the District commonly known as 2645 Petaluma, Blvd. South, Petaluma (Sonoma County Assessor's Parcel 019-220-006); and

WHEREAS, the said land lies within the Urban Growth Boundary of the City of Petaluma and outside of the City limit and water service is not presently available to the said land from existing facilities owned and operated by the City of Petaluma; and

WHEREAS, in 1999 the District transferred ownership of the 30-inch Kastania Pipeline from McNear Avenue to the Kastania Tank (previously known as a portion of the MARIN AQUEDUCT) to the Sonoma County Water Agency (SCWA); and

WHEREAS, The District continues to reserve rights to deliver surplus water to District Petaluma Blvd. So. Customers through a 12-inch SCWA turn-out near Landing Way; and

WHEREAS, the District currently provides water service in the amount not to exceed one Equivalent Dwelling Unit (EDU) via an existing 5/8-inch service to the said land by a previous Agreement dated January 25, 1984, with then owners, Cecelia A. Miller, Patricia Mary Battaglia, Craig A. Miller, Geraldine Ellen Montgomery and Carol Ann Libarle - APN 019-220-006; and

WHEREAS, the January 25, 1984 agreement is superseded by this agreement; and

WHEREAS, as part of District Policy No. 24; "Service from North Marin Aqueduct", no expansion of water demands are allowed on the North Marin Aqueduct. This project is estimated to have a total water demand equal to or less than one EDU therefore, no additional water demand is required for this project; and

NOW THEREFORE, the parties hereto agree as follows:

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

2. The term "surplus water" as used herein shall mean quantities of water which are not normally required by the District, as determined solely by the District, to provide normal water service to consumers within the legal boundaries of the District's Novato Service Area.

3. The Applicant acknowledges and agrees that authorization of this agreement and the provision of surplus water to said lands by the District represents an interim water service commitment by the District until such time as permanent water service from the City of Petaluma, with potable or recycled water, can otherwise be made available to said lands and that service shall be provided subject to the following conditions:

(a) The District reserves the right to transfer or assign its obligation to provide water service to any parcel under this agreement to the City of Petaluma or other agency at such time as such agency assumes responsibility for providing permanent water service to the Applicant's lands. Such transfer of service obligation shall be made at no cost to the District.

(b) In the event permanent service is not made available to said lands by the City of Petaluma or other appropriate agency, the District reserves the right to require annexation of the Applicant's

lands into the legal boundaries of the District as a condition of providing permanent water service. Failure by the Applicant or Applicant's heirs or assigns to complete said annexation upon written notice by the District shall be cause for District termination of water service to the Applicant's lands.

(c) The Applicant acknowledges that said outside service could be curtailed at any time and is less reliable than the service provided to regular customers within the District's Novato Service Area. Should dry year conditions occur, the District's Water Shortage Contingency Plan for Novato Service Area will be activated and will trigger implementation of voluntary or mandatory water shortage contingency measures. The Applicant acknowledges that mandatory water reduction requirements may limit deliveries of water to outside service area customers to that amount needed for human consumption, sanitation and public safety.

(d) The Applicant shall pay for water used at such rates as may be adopted by the District from time to time for water service outside District boundaries.

(e) The Applicant shall install and maintain private pressure regulating devices in accordance with Section 11 of this agreement.

(f) District responsibility for water service shall terminate at the meter. The Applicants shall obtain necessary permits or approvals from the County of Sonoma and install private plumbing for the meters into their respective lands at their expense. Said private plumbing shall be maintained in good working order at all times. The District reserves the right to terminate service to the parcel at any time private plumbing is shown to be defective.

(g) In the event of sales of any land receiving water service pursuant to this agreement, the Applicant/Owner shall provide the buyer(s) with a copy of this agreement and advise the buyer(s) of the conditions under which water service is being rendered by the District.

4. Water service pursuant to this agreement shall be limited to one (1) domestic service (existing to be relocated) and one (1) new irrigation service to be utilized for the type of land use authorized by the County of Sonoma prior to the date of this agreement.

Any expansion of water usage beyond that specifically authorized herein or not in conformance with District Regulations shall be cause for termination of service by the District. Any change or expansion of land use requiring discretionary approval by the County of Sonoma shall require concurrent approval of the District as a condition of continuation of water service by the District.

Should the lands of any party be subdivided and sold to separate owners, separate water service arrangements must be made with the District for each new separately owned parcel(s).

5 Prior to the District issuing written certification to the City, County or State that financial arrangements have been made for construction of the required water facilities, the Applicant shall complete such arrangements with the District in accordance with Section 9 of this agreement.

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

a. deliver to the District vellum or mylar prints of any revised utility plans approved by the City or County to enable the District to determine if any revisions to the final water facilities construction drawings are required. The proposed facilities to be installed are shown on Drawing No. 1 2785.001, entitled, "SOUTH PETALUMA BLVD. STORAGE", a copy of which is attached, marked Exhibit "A", and made a part hereof. (For purposes of recording, Exhibit "A" is not attached but is on file in the office of the District.)

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

c. deliver to the District a written construction schedule to provide for timely withdrawal of guaranteed funds for ordering of materials to be furnished by the District and scheduling of either construction inspection or construction pursuant to Section 9 hereof.

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

Initial Charges

Meter Charges (Domestic +Irrigation) (Included in Estimated District Costs)	....Two 5/8-inch @	\$	0.00	\$	0.00
Reimbursement Fund Charges .....	.....Two @	\$	420.00	\$	840.00
Facilities Reserve Charges.....	.....One @	\$	28,600.00	\$	28,600.00
Credit for Existing Services(\$28,600 FRC +\$420 RFC for 5/8" existing)	.....@	\$		\$	<29,020.00>

Subtotal - Initial Charges..... \$ 420.00

Estimated District Costs

Pipe, Fittings & Appurtenances.....	\$	20,340.00
District Construction Labor.....	\$	1,870.00
Engineering & Inspection.....	\$	10,356.00
Bulk Materials.....	\$	0.00

Subtotal –Estimated District Costs..... \$ 32,566.00

Estimated Applicant Installation Costs

Installation Labor..... \$ 51,405.00
Contractor Furnished – Pipe Fittings & Appurtenances..... \$ 11,115.00
Bulk Materials..... \$ 10,392.00

Subtotal- Estimated Applicant Installation Costs..... \$ 72,912.00

TOTAL ESTIMATED WATER FACILITIES COSTS..... \$105,898.00

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

8. In addition to the Initial Charges, Estimated District costs and Contributions, and Estimated Applicant Installation costs set forth in Section 7 above, the Applicant shall furnish at no cost to the District all PVC pipe (4-inch diameter and larger), valves and water line fittings shown on Exhibit "A" or otherwise required by the District. The quantities, type and quality of said materials shall be approved by the District prior to purchase by the Applicant and shall conform to District standards as stated and shown on Specifications (15100 Valves, 15056 Pipeline Fittings, 15064 Polyvinyl Chloride (PVC) Pressure Pipe) marked as Exhibit "B" attached hereto and made a part hereof and as otherwise may be required. (For purposes of recording, Exhibit "B" is not attached but is on file in the office of the District.) The cost of said materials is estimated to be **\$11,115**. The District reserves the right to reject and prohibit installation of all nonconforming materials furnished by the Applicant.

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

Initial Charges and Estimated District Costs

The Applicant shall either pay to the District or provide a two (2) year irrevocable letter of credit in form satisfactory to the District and payable at sight at a financial institution in the Novato area the sum of Initial Charges and Estimated District Costs as set forth in Section 7 hereof in the amount of **\$ 32,566**. If the Applicant provides the two (2) year irrevocable letter of credit, the District shall immediately draw down Initial Charges and shall draw upon the remaining funds guaranteed by the letter at any time the District deems appropriate to recover the Estimated District Costs which normally will be at least thirty (30) days prior to the anticipated start of construction for the ordering of materials to be furnished by the District.

Estimated Installation Costs

Alternate No. 1 – Installation By Applicant: If the Applicant elects to install the facilities or hire a private contractor to install the facilities, the Applicant shall provide financial guarantees satisfactory to the District in the form of a performance bond in the amount of **\$72,912** conditioned upon installation of the facilities and furnishing of bulk materials and a maintenance bond in the amount of **\$ 18,228** conditioned upon payment of the cost of maintaining, repairing, or replacing the facilities during the period of one (1) year following completion of all the facilities and acceptance by the District. Performance and maintenance bonds shall be executed by a California admitted surety insurer with a minimum A.M. Best rating of A-VII. In lieu of posting bonds, the Applicant may provide an irrevocable letter or letters of credit payable at sight at a financial institution in the Novato area guaranteeing funds in the same amounts. All financial guarantees shall be provided by the Applicant rather than the contractor. The Applicant or contractor, whichever performs the work, shall be properly licensed therefore by the State of California and shall not be objectionable to the District.

Alternate No. 2 – Installation By District: If the Applicant requests the District to install the facilities and the District consents to do so, the Applicant shall either pay to the District the total Estimated Installation Costs set forth in Section 7 hereof in the amount of **\$ 72,912** or shall include such amount in the irrevocable letter of credit provided for the Initial Charges and Estimated District Costs set forth first above. The District shall draw upon installation funds guaranteed by the letter at any time the District deems appropriate which normally will be at least thirty (30) days prior to the anticipated start of construction.

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

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

11. High pressure water service will be rendered to said parcel in accordance with District Regulation 12 entitled "High Pressure Service". The Applicant shall install a private pressure regulating device for each service to said parcel as required by local ordinances and plumbing codes prior to occupancy of any structures. Said private pressure regulating devices shall be in accordance with

District Standard 28 but shall not be a part of the District's water system. The maintenance and operation of said devices shall be the responsibility of the property owner.

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

13. New construction in the District's Petaluma service area is required to be equipped with high efficiency water conserving equipment and landscaping specified in Regulation 15 sections e. and f.

14. All estimated costs set forth in this agreement shall be subject to periodic review and revision at the District's discretion. In the event the Applicant has not completed financial arrangements with the District in accordance with Section 9 hereof prior to expiration of six (6) months from the date of this agreement, all Initial Charges and estimated costs set forth in Section 7 hereof shall be revised to reflect then current District charges and estimates. In the event the Applicant has not secured final land use approval for the project from the County of Sonoma, recorded a final map and diligently commenced construction of improvements required by those agencies and the District prior to expiration of one (1) year from the date of this agreement, the District may, at its option, either retract financial certifications issued to City, County and State agencies and terminate this agreement or require amendment of this agreement and review of all Initial Charges and estimated costs contained herein. The Applicant shall pay any balance due upon demand or furnish a guarantee of such payment satisfactory to the District.

15. All extensions of time granted by the County of Sonoma for the Applicant to comply with conditions of land use approval or to construct improvements pursuant to a subdivision improvement agreement shall require concurrent extensions of this agreement and shall be cause for review and revision of all Initial Charges and estimated costs set forth in Section 7 hereof. The Applicant shall apply to the District for extension of this agreement prior to approval of the Applicant's requests for such extensions by the County of Sonoma.

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

NORTH MARIN WATER DISTRICT
"District"

NOTARIZE:

John Schoonover, President

Katie Young, Secretary

(SEAL)

2645 PETALUMA SOUTH STORAGE LLC
A Limited Liability Company
"Applicant"

(SEAL)

Anthony Jon Sherman, Co-Trustee

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

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

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

8

MEMORANDUM

To: Board of Directors
From: Drew McIntyre, Chief Engineer 
Subject: Water Service Agreement – Novato Chevrolet Fire Service- 7123 Redwood Blvd.
(APN: 141-071-48)

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July 15, 2016

RECOMMENDED ACTION: The Board approve authorization of this agreement.

FINANCIAL IMPACT: None: Developer Funded

The Novato Chevrolet Improvement project consists of remodeling the existing structure and adding new structures containing a 1,333 square foot single story "Quick Lube" service building, a two story 1,348 square foot service drive with 1,927 square foot offices on the second floor, and site landscaping. The Novato Fire Protection District Fire Marshall has required that a dedicated 6-inch fire service be installed for the project. The project is located at 7123 Redwood Blvd. (see attached map).

New water facilities include 40 feet of 6-inch PVC and 10 feet of 6-inch steel pipe for fire service lateral, and a 6-inch fire service with 5/8-inch bypass meter. The existing 1-inch and 5/8-inch potable water services from Zone 1 will continue to serve domestic and irrigation needs.

Initial service to this property was established in 1966 with one 1-inch meter and a 5/8-inch meter was added in 1969 for irrigation. The entitlement established by the first 10 year use is 7 Equivalent Dwelling Units (EDUs). A review of the water use history has shown that average water use in the last ten years has been 2 EDUs. The proposed project is estimated to have a demand of 3.0 EDUs for domestic and irrigation uses therefore net increase in water demand for the project is calculated.

Sanitary sewer service will continue to be provided by Novato Sanitary District.

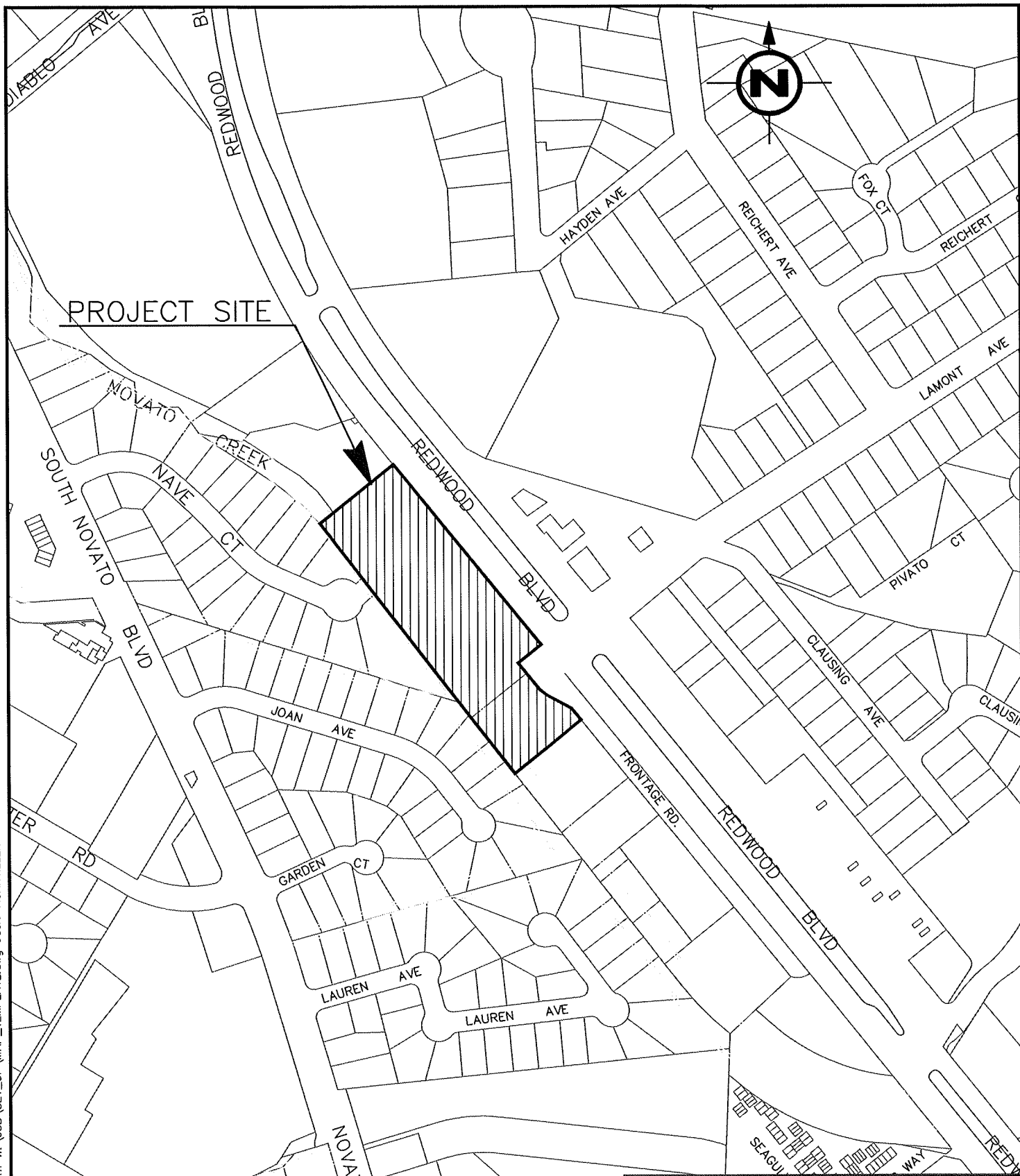
Environmental Document Review

This project has been determined to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Existing Facilities.

RECOMMENDATION:

That the Board approve authorization of this agreement.

Approved by GM CD
Date 7/15/2016



NOVATO CHEVROLET FIRE SERVICE
APN:140-071-48

DATE	SCALE	JOB.NO.	DWG.NO.
7/13/16	NTS	2799	MAP

RESOLUTION NO. 16-
AUTHORIZATION OF EXECUTION
OF
WATER SERVICE FACILITIES CONSTRUCTION AGREEMENT
WITH
NOVATO INVESTMENTS

BE IT RESOLVED by the Board of Directors of NORTH MARIN WATER DISTRICT that the President and Secretary of this District be and they hereby are authorized and directed for and on behalf of this District to execute that certain water service facilities construction agreement between this District and Novato Investments, a Limited Liability Company, providing for the installation of water distribution facilities to provide domestic water service to that certain real property known as 7123 REDWOOD BLVD., Marin County Assessor's Parcel Number 140-071-48, NOVATO, CALIFORNIA.

* * *

I hereby certify that the foregoing is a true and complete copy of a resolution duly and regularly adopted by the Board of Directors of NORTH MARIN WATER DISTRICT at a regular meeting of said Board held on the 19th day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

(SEAL)

Katie Young, Secretary
North Marin Water District

PART ONE
WATER SERVICE FACILITIES CONSTRUCTION AGREEMENT
FOR
NOVATO CHEVROLET FIRE SERVICE

THIS AGREEMENT, which consists of this Part One and Part Two, Standard Provisions, attached hereto and a part hereof, is made and entered into as of _____, 2016, by and between NORTH MARIN WATER DISTRICT, herein called "District," and Novato Investments, A Limited Liability Company, herein called "Applicant."

WHEREAS, the Applicant, pursuant to District Regulation 1, the State of California Subdivision Map Act and all applicable ordinances of the City of Novato and/or the County of Marin, has pending before the City or County a conditionally approved Tentative Subdivision Map, Precise Development Plan, Tentative Parcel Map or other land use application for the real property in the District commonly known as Marin County Assessor's Parcel Number 140-071-48 and the project known as NOVATO CHEVROLET FIRE SERVICE, consisting of one (1) lot commercial development; and

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

WHEREAS, the Applicant is the owner of real property in the District commonly known as address, Novato (Marin County Assessor's Parcel 140-071-48); and

WHEREAS, the District established water service to aforementioned parcel in 1966 with a 1-inch meter; and

WHEREAS, the historical water use for the parcel is calculated to be 7 EDUs; and

WHEREAS, the proposed project's estimated average day peak month water demand is three (3) EDUs resulting in no net increase of water use; and

NOW THEREFORE, the parties hereto agree as follows:

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

acceptance of the completed water facilities, the District shall provide water service to said real property and project in accordance with its regulations from time to time in effect.

2. Prior to the District issuing written certification to the City, County or State that financial arrangements have been made for construction of the required water facilities, the Applicant shall complete such arrangements with the District in accordance with Section 5 of this agreement.

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

a. deliver to the District vellum or mylar prints of any revised utility plans approved by the City or County to enable the District to determine if any revisions to the final water facilities construction drawings are required. The proposed facilities to be installed are shown on Drawing No. 1 2799.001, entitled, "NOVATO CHEVROLET FIRE SERVICE", a copy of which is attached, marked Exhibit "A", and made a part hereof. (For purposes of recording, Exhibit "A" is not attached but is on file in the office of the District.)

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

c. deliver to the District a written construction schedule to provide for timely withdrawal of guaranteed funds for ordering of materials to be furnished by the District and scheduling of either construction inspection or construction pursuant to Section 5 hereof.

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

Initial Charges

Meter Charges (Domestic) (Existing) .....	.....One 1-inch @	\$ 0.00	\$ 0.00
Meter Charges (Irrigation) (Existing).....	...One 5/8-inch @	\$ 0.00	\$ 0.00
Fire Service Bypass Meter (Domestic) (Included in Material Est.) .....	...One 5/8-inch @	\$ 0.00	\$ 0.00
Reimbursement Fund Charges (Domestic) .....	.....One 1-inch @	\$ 1,055.00	\$ 1,055.00
Reimbursement Fund Charges (Irrigation) .....	...One 5/8-inch @	\$ 420.00	\$ 420.00
Facilities Reserve Charges (Domestic 6 EDUs, Irrg. 1 EDUs)...	.....Seven @	\$ 28,600.00	\$ 200,200.00
Credit for Existing Services (\$28,600x7 FRC +\$1,055 RFC + \$420 RFC)	.....@	\$<144,475.00>	\$<201,675.00>

Subtotal - Initial Charges..... \$ 0.00

Estimated District Costs

Pipe, Fittings & Appurtenances.....	\$ 9,421.00
District Construction Labor.....	\$ 23,833.00
Engineering & Inspection.....	\$ 2,536.00
Bulk Materials.....	\$ 5,317.00

Subtotal –Estimated District Costs..... \$ 41,107.00

Estimated Applicant Installation Costs

Installation Labor.....	\$	0.00
Contractor Furnished – Pipe Fittings & Appurtenances.....	\$	0.00
Bulk Materials.....	\$	0.00

Subtotal- Estimated Applicant Installation Costs..... \$ 0.00

TOTAL ESTIMATED WATER FACILITIES COSTS..... \$ 41,107.00

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

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

Initial Charges and Estimated District Costs

The Applicant shall either pay to the District or provide a two (2) year irrevocable letter of credit in form satisfactory to the District and payable at sight at a financial institution in the Novato area the sum of Initial Charges and Estimated District Costs as set forth in Section 4 hereof in the amount of **\$ 41,107**. If the Applicant provides the two (2) year irrevocable letter of credit, the District shall immediately draw down Initial Charges and shall draw upon the remaining funds guaranteed by the letter at any time the District deems appropriate to recover the Estimated District Costs which normally will be at least thirty (30) days prior to the anticipated start of construction for the ordering of materials to be furnished by the District.

Installation By District: Due to the proprietary nature of construction required to install said facilities, the District reserves the right to install the facilities utilizing District construction forces. The Applicant shall either pay to the District the total Estimated Installation Costs set forth in Section 4 hereof in the amount of **\$41,107** or shall include such amount in the irrevocable letter of credit provided for the Initial Charges and Estimated District Costs set forth first above. The District shall draw upon installation funds guaranteed by the letter at any time the District deems appropriate which normally will be at least thirty (30) days prior to the anticipated start of construction.

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

6. Water service through the facilities to be installed pursuant to this agreement will not be furnished to any building unless the building is connected to a public sewer system or to a waste water

disposal system approved by all governmental agencies having regulatory jurisdiction. This restriction shall not apply to temporary water service during construction.

7. New construction in the District's Novato service area is required to be equipped with high efficiency water conserving equipment and landscaping specified in Regulation 15 sections e. and f.

8. All estimated costs set forth in this agreement shall be subject to periodic review and revision at the District's discretion. In the event the Applicant has not completed financial arrangements with the District in accordance with Section 5 hereof prior to expiration of six (6) months from the date of this agreement, all Initial Charges and estimated costs set forth in Section 4 hereof shall be revised to reflect then current District charges and estimates. In the event the Applicant has not secured final land use approval for the project from the City of Novato or County of Marin, recorded a final map and diligently commenced construction of improvements required by those agencies and the District prior to expiration of one (1) year from the date of this agreement, the District may, at its option, either retract financial certifications issued to City, County and State agencies and terminate this agreement or require amendment of this agreement and review of all Initial Charges and estimated costs contained herein. The Applicant shall pay any balance due upon demand or furnish a guarantee of such payment satisfactory to the District.

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

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

NORTH MARIN WATER DISTRICT
"District"

John Schoover, President

ATTEST:

Katie Young, Secretary

(SEAL)

NOVATO INVESTMENTS
A Limited Liability Company
"Applicant"

(SEAL)

Chae Song Sole, Member

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

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

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

9

MEMORANDUM

To: Board of Directors

July 15, 2016

From: Drew McIntyre, Chief Engineer



Subject: Water Service Agreement – Novato Theater Renovation- 924 Grant Avenue, Novato (APN: 153-046-06)

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RECOMMENDED ACTION: The Board approve authorization of this agreement.**FINANCIAL IMPACT: None: Developer Funded**

The Novato Theater which has gone through an extended closure since the early 1990's began its initial operation in the late 1940's. The proposed Novato Theater Renovation project consists of renovation of the historic theater to conform with the current Municipal code and continue use as a movie and a live performance venue. The Novato Fire Protection District Fire Marshall has required that the Novato Theater be fire sprinkled with a dedicated 4-inch fire service. The project is located at 924 Grant Avenue (see map in attachment A).

The existing 1.5- inch potable meter located at the back of the building off of 2-inch main on Scown Lane will be removed and replaced with a new 1.5-inch meter with a reduced pressure backflow preventer assembly (RPP) along with the 4-inch fire service from the existing 12-inch water main fronting Grant Avenue.

New Zone 1 potable water facilities include 20 feet of 4-inch PVC and 10-feet of 4-inch Steel lateral for the fire service, 20 feet of 2-inch copper lateral, one 1.5-inch domestic water service, and a 4-inch fire service with 5/8-inch bypass meter. There is no irrigation as part of this project.

Initial service to this property was established in 1949 with one 1.5-inch meter. The entitlement established by the first 10 year use is 2 Equivalent Dwelling Units (EDUs). No additional facilities reserve charges apply since the project use stays the same.

Sanitary sewer service will continue to be provided by Novato Sanitary District.

Environmental Document Review

This project has been determined to be exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15302, Replacement or Reconstruction.

RECOMMENDATION:

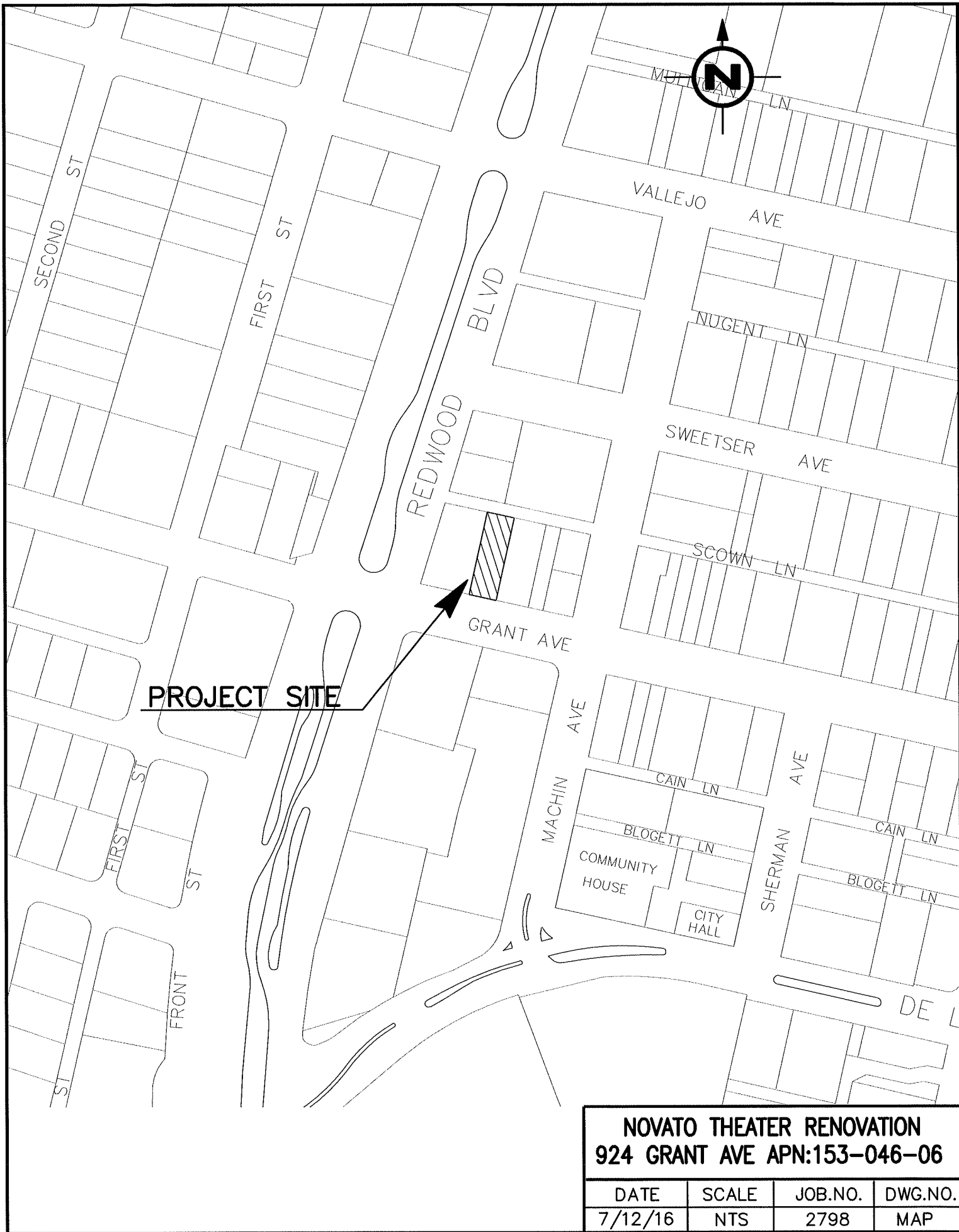
That the Board approve authorization of this agreement.

Approved by GM

CD

Date

7/15/2016



NOVATO THEATER RENOVATION
924 GRANT AVE APN:153-046-06

DATE	SCALE	JOB.NO.	DWG.NO.
7/12/16	NTS	2798	MAP

PART ONE
WATER SERVICE FACILITIES CONSTRUCTION AGREEMENT
FOR
NOVATO THEATER RESTORATION

THIS AGREEMENT, which consists of this Part One and Part Two, Standard Provisions, attached hereto and a part hereof, is made and entered into as of _____, 2016, by and between NORTH MARIN WATER DISTRICT, herein called "District," and NOVATO THEATER, A Non Profit Public Benefit Corporation, herein called "Applicant."

WHEREAS, the Applicant, pursuant to District Regulation 1, the State of California Subdivision Map Act and all applicable ordinances of the City of Novato and/or the County of Marin, has pending before the City or County a conditionally approved Tentative Subdivision Map, Precise Development Plan, Tentative Parcel Map or other land use application for the real property in the District commonly known as Marin County Assessor's Parcel Number 153-046-06 and the project known as NOVATO THEATER RESTORATION, consisting of one (1) lot for commercial development; and

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

WHEREAS, the Applicant is the owner of real property in the District commonly known as 924 Grant Avenue, Novato (Marin County Assessor's Parcel 153-046-06); and

WHEREAS, the District established water service to aforementioned parcel in 1949 with a 1.5-inch meter; and

WHEREAS, the historical water use for the parcel is calculated to be 2 EDUs; and

WHEREAS, the proposed project's estimated average day peak month water demand is two (2) EDUs resulting in no net increase of water use; and

NOW THEREFORE, the parties hereto agree as follows:

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

acceptance of the completed water facilities, the District shall provide water service to said real property and project in accordance with its regulations from time to time in effect.

2. Prior to the District issuing written certification to the City, County or State that financial arrangements have been made for construction of the required water facilities, the Applicant shall complete such arrangements with the District in accordance with Section 5 of this agreement.

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

a. deliver to the District vellum or mylar prints of any revised utility plans approved by the City or County to enable the District to determine if any revisions to the final water facilities construction drawings are required. The proposed facilities to be installed are shown on Drawing No. 1 2800.001, entitled, "NOVATO THEATER RESTORATION", a copy of which is attached, marked Exhibit "A", and made a part hereof. (For purposes of recording, Exhibit "A" is not attached but is on file in the office of the District.)

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

c. deliver to the District a written construction schedule to provide for timely withdrawal of guaranteed funds for ordering of materials to be furnished by the District and scheduling of either construction inspection or construction pursuant to Section 5 hereof.

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

Initial Charges

Meter Charges (Domestic) (Included in Estimated District Costs) ...	.One 1 1/2-inch @	\$	0.00	\$	0.00
Fire Service Bypass Meter (Included in Estimated District Costs).	...One 5/8-inch @	\$	0.00	\$	0.00
Reimbursement Fund Charges .....	.One 1 1/2-inch @	\$	1,540.00	\$	1,540.00
Facilities Reserve Charges.....	.....Two @	\$	28,600.00	\$	57,200.00
Credit for Existing Services (\$28,000x2 FRC+\$1540 RFC).....	.....@	\$	<58,740.00>	\$	<58,740.00>
Subtotal - Initial Charges.....				\$	0.00

Estimated District Costs

Pipe, Fittings & Appurtenances.....	\$	9,751.00
District Construction Labor.....	\$	47,749.00
Engineering & Inspection.....	\$	2,337.00
Bulk Materials.....	\$	9,771.00

Subtotal –Estimated District Costs..... \$ 69,608.00

Estimated Applicant Installation Costs

Installation Labor.....	\$	0.00
Contractor Furnished – Pipe Fittings & Appurtenances.....	\$	0.00
Bulk Materials.....	\$	0.00

Subtotal- Estimated Applicant Installation Costs..... \$ 0.00

TOTAL ESTIMATED WATER FACILITIES COSTS..... \$ 69,608.00

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

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

Initial Charges and Estimated District Costs

The Applicant shall either pay to the District or provide a two (2) year irrevocable letter of credit in form satisfactory to the District and payable at sight at a financial institution in the Novato area the sum of Initial Charges and Estimated District Costs as set forth in Section 4 hereof in the amount of **\$ 69,608**. If the Applicant provides the two (2) year irrevocable letter of credit, the District shall immediately draw down Initial Charges and shall draw upon the remaining funds guaranteed by the letter at any time the District deems appropriate to recover the Estimated District Costs which normally will be at least thirty (30) days prior to the anticipated start of construction for the ordering of materials to be furnished by the District.

Estimated Installation Costs

Installation By District: Due to the proprietary nature of construction required to install said facilities, the District reserves the right to install the facilities utilizing District construction forces. The Applicant shall either pay to the District the total Estimated Installation Costs set forth in Section 4 hereof in the amount of **\$69,608** or shall include such amount in the irrevocable letter of credit provided for the Initial Charges and Estimated District Costs set forth first above. The District shall draw upon installation funds guaranteed by the letter at any time the District deems appropriate which normally will be at least thirty (30) days prior to the anticipated start of construction.

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

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

7. New construction in the District's Novato service area is required to be equipped with high efficiency water conserving equipment and landscaping specified in Regulation 15 sections e. and f.

8. All estimated costs set forth in this agreement shall be subject to periodic review and revision at the District's discretion. In the event the Applicant has not completed financial arrangements with the District in accordance with Section 5 hereof prior to expiration of six (6) months from the date of this agreement, all Initial Charges and estimated costs set forth in Section 4 hereof shall be revised to reflect then current District charges and estimates. In the event the Applicant has not secured final land use approval for the project from the City of Novato or County of Marin, recorded a final map and diligently commenced construction of improvements required by those agencies and the District prior to expiration of one (1) year from the date of this agreement, the District may, at its option, either retract financial certifications issued to City, County and State agencies and terminate this agreement or require amendment of this agreement and review of all Initial Charges and estimated costs contained herein. The Applicant shall pay any balance due upon demand or furnish a guarantee of such payment satisfactory to the District.

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

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

NORTH MARIN WATER DISTRICT
"District"

John Schoonover, President

ATTEST:

Katie Young, Secretary

(SEAL)

NOVATO THEATER
A Non Profit Public Benefit Corporation
"Applicant"

(SEAL)

J. Dietrich Stroeh, Board President

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

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

ALL SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.

RESOLUTION NO. 16-
AUTHORIZATION OF EXECUTION
OF
WATER SERVICE FACILITIES CONSTRUCTION AGREEMENT
WITH
NOVATO THEATER

BE IT RESOLVED by the Board of Directors of NORTH MARIN WATER DISTRICT that the President and Secretary of this District be and they hereby are authorized and directed for and on behalf of this District to execute that certain water service facilities construction agreement between this District and Novato Theater, a Non Profit Public Benefit Corporation, providing for the installation of water distribution facilities to provide domestic water service to that certain real property known as 924 GRANT AVENUE, Marin County Assessor's Parcel Number 153-046-06, NOVATO, CALIFORNIA.

* * *

I hereby certify that the foregoing is a true and complete copy of a resolution duly and regularly adopted by the Board of Directors of NORTH MARIN WATER DISTRICT at a regular meeting of said Board held on the 19th day of July, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

(SEAL)

Katie Young, Secretary
North Marin Water District

10

MEMORANDUM

To: Board of Directors
From: Chris DeGabriele, General Manager *CD*
Subject: Ratification of Regulation 109 – Oceana Marin Sewage Facilities Connection Charge
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July 15, 2016

RECOMMENDED ACTION: Approve ratification of Regulation 109 – Oceana Marin Sewage Facilities Connection Charge

FINANCIAL IMPACT: None at this time

At the June 28th Board meeting, the Board of Directors voted that the language in Regulation 109 allow ample time, by October 15th, for customers to file both an application for sewer service with North Marin and application for building permit with the County of Marin. Until that day the current sewage facilities connection charge of \$15,200 would apply. The Board vote also phased in the connection fee increase over two years, an increase to \$22,600 in FY 16/17 and an increase to \$30,000 in FY 17/18.

Staff revisions to Regulation 109 incorporating the Board vote are highlighted on the attachment.

RECOMMENDATION

Approve ratifying attached Regulation 109 – Oceana Marin Sewage Facilities Connection Charge.

Approved by GM *CD*
Date *7/15/2016*

**NORTH MARIN WATER DISTRICT
REGULATION 109
OCEANA MARIN SEWER SERVICE - RATES AND CHARGES**

a. Applicability

This regulation applies to sewer service within Improvement Districts No. OM-1 and OM-3 of North Marin Water District which are herein referred to as Oceana Marin.

b. Sewage Facilities Connection Charge


A sewage facilities connection charge of \$15,200 for each dwelling unit shall be paid prior to the commencement of sewer service. Effective October 16, 2016 the sewage facilities connection charge shall increase to \$22,600; and effective July 1, 2017 the sewage facilities connection charge shall increase to \$30,000. For connection of service to structures projected to generate flows in excess of that generated by a typical single family home in Oceana Marin, the District shall calculate the number of equivalent dwelling units and resulting connection charge. In no event shall the connection charge be less than the amounts noted above. All revenues derived by the District from said sewage facilities connection charge shall be used only for the construction and reconstruction (including, without limitation, enlargement, modification and replacement) and operation and maintenance of the sewage facilities serving said lots or for other purposes authorized by Section 5474.9 of the Health & Safety Code, but shall not be used for acquisition or construction of new local street sewer or laterals. With the exception of property annexed after April 17, 1973, said charge shall not be payable for any lot in Units 3 or 4 of Oceana Marin Subdivision heretofore or hereafter connected to said facilities by reason of the substantial payment for said facilities heretofore made by the owners of said lots.

c. Sewer Service Rate

For Fiscal Year 2016-17, a sewer service rate of \$936 per equivalent unit per year shall be paid by the owner of the land served. In the case of new construction, said rate shall commence when connection is made to the District sewage facility. Upon written notice by the owner in the event a structure is demolished by fire or otherwise removed from the land, an appropriate adjustment shall be made taking into account the reduced use but excluding any adjustment for infiltration inflow. An appropriate portion of the charges collected during the period that no structure existed shall be refunded. The refund period, however, shall not be greater than one year and shall be measured from the date that the District receives written notice from the owner.

11

MEMORANDUM

To: Board of Directors
From: Chris DeGabriele, General Manager 
Subject: Regulation 1 – New Service Connections
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July 15, 2016

RECOMMENDED ACTION: Approve changes to Regulation 1 – New Service Connections

FINANCIAL IMPACT: None at this time

Attached is a draft of Regulation 1 (Attachment 1) with proposed changes to section f(1) – Facilities Reserve Charge for Public Parks- All Service Areas which clarifies the original intent of this regulation provision. The consideration of reduced connection fees for publically owned parks was added to Regulation 1 in July 1969. At the time Pioneer Memorial Park was under construction and the Board was informed that District construction crews volunteered their time to install in tract water facilities. The regulation provision has been modified from time to time since then to clarify the eligibility requirements including park size, landscape areas, and to place physical requirements on the irrigation system design and operation. The proposed revision now recommended provides further clarification of the public ownership, operation, management and maintenance of a park to be eligible for such FRC application pursuant to Regulation 1(f) consistent with the original intent.

RECOMMENDATION

Approve attached Regulation 1 and Resolution 16-XX (Attachment 2) entitled: "Revision of North Marin Water District Regulation 1 – New Service Connection."

DRAFT

NORTH MARIN WATER DISTRICT

REGULATION 1

NEW SERVICE CONNECTIONS

a. Application for Service and Processing

Application for service must be made to the District in writing on the District's form by the property owner or his/her authorized agent. Applications must be supported by data as required by the District, such as a map and/or legal description of the property to be served, a description or plan showing intended water fixtures, a plan showing lawn and garden areas and an estimate of amount of water to be used. The size of the meter and service connection will be determined by the District.

Applications requiring a single service having a meter size equal to or less than one and one-half inch will be processed in the order of the date the application is received provided all requirements of the District are met. All other applications will be processed in the order of the date the application is received provided the Applicant meets all District requirements within 30 days of said date. If District requirements are not met within said 30 days, the application shall be null and void and must be resubmitted to the District except that:

the General Manager may extend the 30-day period if failure to comply with District requirements is due to workload limits of the District.

Receiving an application shall in no way represent a commitment or agreement by the District to serve water. Said commitment will be made only at the time service actually commences or when the District executes a service extension agreement whichever shall first occur. In the case of a service extension agreement, the commitment of the District to supply water shall be limited to the number of connections to be installed pursuant thereto and in accordance with the terms thereof. Additional requirements for recycled water service are included in Regulation 18.

b. Conditions Precedent to Service

Water service will be provided subject to:

- (1) The existence of a main of adequate capacity and pressure abutting the property to be served, or the construction of adequate mains, pumps and storage facilities under the provisions of Part B of these Regulations;
- (2) The advance payment of the District's initial charge for service as provided in Regulation 1 c.; and
- (3) Compliance with the other applicable provisions of these regulations.

c. Initial Charges for Service

Prior to commencement of service the Applicant shall pay an initial charge for service which shall be the total of the meter charge, the service line charge, the reimbursement fund charge and the facilities reserve charge computed as set forth below. "Est." means the actual cost of the service line as estimated by the District; "d.u." means dwelling unit. The Reimbursement Fund Charge shall not apply to recycled water service. Applications for a single service connection having a meter size equal to or less than one and one-half-inch shall pay a meter charge and a service line charge as set forth below. Applications requiring more than one meter or requiring a meter size greater than one and one-half-inch shall pay a meter charge and a service line charge based on the actual cost of said meter and service line installation(s) incurred by the District.

The Facilities Reserve Charge shall depend on the type of use as shown herein. The charge shall be based on the District's estimate of the quantity of water that will be used on the average day of the maximum month expressed in "equivalent single family dwelling units" of 500 gallons each for Novato and 270gallons each for West Marin. The District shall determine Facilities Reserve Charges for those consumers served prior to May 1, 1973 by its estimate of gallons per day of water use on the average day of the maximum month divided by 500 for Novato, or 270 for West Marin, over the first ten years of service or less as applicable. If at any time a consumer's use exceeds the estimate used in fixing the charge the District may require the consumer to pay an additional Facilities Reserve Charge at the rate then in effect for each equivalent single family d.u. of such excess.

(1) Novato Service Area

Meter Size <u>Inches</u>	Meter Charge <u>(1)</u>	Service Line Charge <u>(2)</u>	Reimbursement Fund Charge <u>(3)</u>
5/8	\$60	\$3,500	\$ 420
1	120	3,500	1,055
1-1/2	300	3,500	1,540
2	Est.	Est.	3,140
3	Est.	Est.	4,680
4	Est.	Est.	7,310
6	Est.	Est.	14,360
8	Est.	Est.	31,250
10	Est.	Est.	41,610

Effective
12/03/13
Facilities
Reserve
Charge

Single family detached residences and duplexes (each d.u).....	\$28,600
Townhouses and condominiums (3 units or more) (each d.u).....	17,200
Mobile home (each d.u.)	10,000
Apartment houses - 5 units or more, (each d.u.)	11,200
Second (accessory) d.u. on a parcel in undivided ownership	10,000
d.u. with kitchen or kitchenette whose occupants receive regular meals from central kitchen/dining facility on site.....	7,600
d.u. without kitchen facilities and landscape.....	6,100
Non-residential uses and master metered residential uses with a history of water consumption: the District shall determine equivalent single family d.u.'s by its estimate of gallons per day of potential water use on the average day of the maximum month divided by 500 (each equivalent single family d.u.)	28,600

Also see Regulation 29.

(2) West Marin Service Area – Effective January 1, 2009

Meter Size (Inches)	Meter Charge (1)	Service Line Charge (2)	Reimbursement Fund Charge (3)
5/8	\$60	\$3,500	\$1,950
1	120	3,500	4,950
1-1/2	300	3,500	7,200
2	Est.	Est.	14,700
3	Est.	Est.	21,900
4	Est.	Est.	34,200

	Effective 12/03/13 Facilities Reserve Charge
Single family detached residences and duplexes (each d.u.).....	\$22,800
Townhouses and condominiums (3 units or more) (each d.u.).....	13,700
Mobile home (each d.u.)	8,000
Apartment houses - 5 units or more, (each d.u.)	8,900
Second (accessory) d.u. on a parcel in undivided ownership.....	8,000
d.u. with kitchen or kitchenette whose occupants receive regular meals from central kitchen/dining facility on site	6,100
d.u. without kitchen facilities and landscape.....	4,900
Non-residential uses and master metered residential uses with a history of water consumption: the District shall determine equivalent single family d.u.'s by its estimate of gallons per day of potential water use on the average day of the maximum month divided by 270 (each equivalent single family d.u.)	22,800

Also see Regulation 29.

(3) Charge for Annexation - All Service Areas

In addition to the other charges specified, no property shall be annexed to an improvement district unless an annexation fee is paid. The annexation fee shall be equal to the total revenue from tax on land (not improvements) that the District would have received had the property to be annexed been within the improvement district from the date of its formation, plus an amount equal to the interest revenue the District would have received on said tax revenue.

(4) Single Service Connection Requests - Deposit Requirement for Water-Saving Devices and Restrictions

A \$500 deposit must be paid to the District before a single water service connection is provided to assure compliance with all Water-Saving Devices and Restrictions for New Development pursuant to Regulation 15.e and 17.e. Upon inspection that requirements for all Water-Saving Devices and Restrictions have been met, the \$500 deposit will be refunded to the applicant.

(5) Initial charges for Affordable Housing

Payment of Initial Charges for water service to Applicant projects that include housing units affordable to lower income households, as defined in Government code Section 65589.7(d)(1), may be deferred for affordable units only until such time as a certificate of occupancy is issued by the city or county and meters thereto are authorized to be set or a period of two years from the date of the Applicant's Water Service Agreement, whichever duration is less. Said deferred payment shall include interest calculated at the rate earned on the District investment portfolio over the deferral period as determined solely by the District.

d. (This section left intentionally blank)

e. Location of Service Connection

Service will be provided at a meter abutting a major frontage of the consumer's property at a point determined by the District. The consumer may indicate the point on his property where he desires the service.

f. Facilities Reserve Charge for Public Parks - All Service Areas

The Facilities Reserve Charge for public parks shall be the amount charged for a 5/8-inch meter serving a single dwelling unit irrespective of the actual size of the meter provided each and all of the following conditions are met:

- (1) The public park is owned, operated, maintained, and managed by a public agency and is open and accessible to the public for active recreational uses. For the purposes of this regulation landscaped areas along roadways and surrounding public buildings and landscaped areas in privately owned recreational areas or in areas where use is limited to a select group, such as a homeowners association are not public parks. Golf courses, whether privately or publicly owned or any other enterprise which charges a use fee, are not public parks. A community recreation facility that is not developed, constructed, operated, or maintained with public funds is not a public park.
- (2) The public agency owning the park enters into a service agreement with the District providing:
 - (a) Water shall be used only during such off-peak hours as shall be therein specified by the District with the exception that water can be used during peak periods for special limited and unusual circumstances such as system testing, germination of newly seeded turf, major turf renovation projects, irrigation following fertilization or herbicide applications, irrigation required prior to aeration and minor hand irrigation required for plant establishment, and
 - (b) Water use shall be discontinued or reduced as directed by the District at any time it determines that a threatened water shortage exists and so notifies the consumer.
 - (c) Water applied to turf areas shall be applied through a well-designed irrigation system that contains the following features as demonstrated by design drawings and specifications:
 - (i) Use of sprinkler heads, sprinkler head components and/or control schedules which achieve precipitation rates which match the water absorption capacity of the sod/soil column.

- (ii) Sprinkler head spacing that is not greater than 50% of the diameter of the precipitation pattern thrown by the sprinkler head (i.e., head-to-head spacing) at the minimum delivery pressure available at the site based on field measurements or pressure data supplied by the District. This 50% diameter spacing requirement can be varied provided the requirements of Section 1(f)(2)(c)(ix) are met.
 - (iii) Sizing and layout of pipe laterals and selection and grouping of sprinkler heads and nozzles in a manner which assures that the pressure requirement of each sprinkler head is achieved.
 - (iv) Separation of valves such that valves serving turf sprinklers do not include sprinklers irrigating non-turf landscape which has a different water requirement.
 - (v) A valve in every head may be required by the District to control drain down and optimize distribution control.
 - (vi) Control of all turf valves by an automatic controller capable of programming each valve for the following variables:
 - (1) Irrigation days,
 - (2) Minimum of three independently scheduled start times per irrigation day
 - (3) Minutes of run time per start time cycle.
 - (vii) Controller shall contain a water budgeting feature which permits the same incremental percentage change in all run times (up or down) by changing the water budget setting, thus permitting easy irrigation scheduling as a function of changes in evapotranspiration demand.
 - (viii) Controller shall accommodate a rain shut-off feature which automatically shuts down irrigation when it is raining.
 - (ix) The irrigation distribution system shall be designed to achieve a lower quartile distribution uniformity of at least 80%. This distribution uniformity shall be verified after installation by field precipitation tests performed by a competent expert selected by the District and paid for by the applicant public agency. In the event said uniformity is not achieved, the applicant public agency shall make changes to the system until subsequent tests by said expert, and also paid for by the applicant agency, demonstrate achievement of said distribution uniformity. The lower-quartile uniformity coefficient, an approximation of overall irrigation system uniformity, shall be determined by sampling the precipitation pattern or "footprint" of the irrigation system with catch cans. The coefficient is determined by arraying the resulting data expressed as inches per catch can (or volume of water in can if cans are of uniform size) in descending order of magnitude, determining the mean of the lower one fourth of the catch-can data, and dividing it by the mean value for all of the cans.
- (d) In designing the irrigation system, the applicant agency shall conduct field tests to determine typical infiltration rates for the sub-turf soil. Design precipitation

rates shall, as near as practicable, be matched to or not exceed said infiltration rates

- (e) Consumer or consumer's operator of the turf irrigation system shall apply water pursuant to an irrigation schedule developed for the site and based on applied water advice made available by the District or said turf irrigation system shall be controlled by moisture sensing devices which are operated to achieve efficient irrigation.
- (f) In the case of recycled water service, exceptions to this section may be made or additional requirements imposed as determined by the District to assure optimum soil moisture conditions are maintained and slime growth in the private distribution system is minimized.

g. Land Use Approval Established

An application for service to unimproved land shall not be processed to completion by the District unless the Applicant presents to the District a document from the city or county entity having jurisdiction verifying that a:

- (1) Valid Building Permit has been issued; or
- (2) Preliminary Division of Land has been approved; or
- (3) Tentative Subdivision Map has been approved; or
- (4) Planned Unit Development Precise Development Plan has been approved; or
- (5) Conditional Use Permit has been approved.

The word unimproved as used herein means land on which no improvements exist or land which although improved to a degree is being further improved and said further improvement is the cause for augmented water service and requires one or more of the above listed land use approvals.

h. Wastewater Disposal Established

Water service will not be furnished to any building unless it is connected to a public sewer system or to a wastewater disposal system approved by all governmental entities having regulatory jurisdiction. This subsection shall not apply to service during construction or service provided under Regulation 5.

i. Initial Charges for Service to Residential Connections With Fire Fighting Equipment

Where a meter larger than is otherwise necessary for consumption needs is installed solely to provide capacity for private fire sprinklers, fire hydrants or other fire fighting equipment in residential connections, the Reimbursement Fund Charge shown in Column (3) of subsections c.(1) and c.(2) that shall apply shall be the corresponding charge for the next smaller size meter.

j. Landscape Plans

If the city or county requires an approvable landscape plan as part of its land use approval process said plan must be submitted to the District before an application shall be processed to completion.

RESOLUTION 16-XX
REVISION OF NORTH MARIN WATER DISTRICT
REGULATION 1
NEW SERVICE CONNECTIONS

BE IT RESOLVED by the Board of Directors of North Marin Water District that Regulation 1 of the North Marin Water District is adopted as follows, effective forthwith:

f. Facilities Reserve Charge for Public Parks - All Service Areas

The Facilities Reserve Charge for public parks shall be the amount charged for a 5/8-inch meter serving a single dwelling unit irrespective of the actual size of the meter provided each and all of the following conditions are met:

- (1) The public park is owned, operated, maintained, and managed by a public agency and is open and accessible to the public for active recreational uses. For the purposes of this regulation landscaped areas along roadways and surrounding public buildings and landscaped areas in privately owned recreational areas or in areas where use is limited to a select group, such as a homeowners association are not public parks. Golf courses, whether privately or publicly owned or any other enterprise which charges a use fee, are not public parks. A community recreation facility that is not developed, constructed, operated, or maintained with public funds is not a public park.

* * * * *

I hereby certify that the foregoing is a true and complete copy of a resolution duly and regularly adopted by the Board of Directors of NORTH MARIN WATER DISTRICT at a regular meeting of said Board held on the nineteenth of July, 2016, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAINED:

Katie Young, District Secretary
North Marin Water District

(SEAL)

NMWD Regulation 109 (6-77)

Revised: 8/78, 1/81, 1/82, 1/84, 6/85, 2/86, 7/89, 7/91, 12/91, 9/92, 10/92, 1/93, 7/93, 7/94, 7/95, 6/96, 7/98, 7/99, 7/00, 7/01, 7/02, 7/04, 6/06, 7/09, 7/10, 7/11, 7/13, 6/14, 6/15

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ATTACHMENT 2

12

MEMORANDUM

To: Board of Directors

July 15, 2016

From: Chris DeGabriele, General Manager



Subj: Request for Architectural Space Planning and Concept Proposal

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RECOMMENDED ACTION: Board authorize Request for Proposal for Architectural Space Planning and Concept Design

FINANCIAL IMPACT: To be determined (\$3M available in the FY17 Capital Improvement Project Budget for Office/Yard Building Refurbish)

District staff requests the Board authorize soliciting proposals from architectural firms to conduct space planning and provide conceptual designs with cost estimates for upgrading the District headquarters facilities. Attached is a draft Request for Proposal to conduct such evaluation along with a list of prospective architects in the Bay Area who have worked on similar public agency projects in the past. At this point, we do not know what the cost of the work may be and are requesting to select the consultant, not on cost, but on qualifications based on their: 1) project approach; 2) experience with similar evaluation of public agency projects and; 3) the Project Manager/team experience. Once the selected architect is identified staff will negotiate a firm scope of work and come back to the Board for approval prior to proceeding.

RECOMMENDED ACTION:

Board authorize staff to solicit architectural proposals for space planning and concept design for the District headquarters facility upgrade.

DRAFT

July 20, 2016

Jim Goring
Goring & Straja Architects
729 Heinz Ave. #1
Berkeley, CA 94710

Re: Request for Space Planning and Concept Proposal
North Marin Water District Headquarters Upgrade Novato, California

Dear Mr. Goring:

1. Introduction

The North Marin Water District requests consultant proposals from qualified architects to 1) conduct space planning, and 2) provide conceptual designs, with cost estimates for upgrading the existing District headquarters facilities.

2. Existing Facilities

The District is a full service water utility serving the greater Novato area and Western Marin County. The District headquarters are located on 4.25 acres in Novato, CA as shown on the attached location map bounded to the north by Rush Creek Place, to the south by Golden Gate Place, to the east by US Hwy 101 (and Rush Creek) and to the west by the SMART railroad right-of-way.

The existing office/administration building is 8,340 sf in area, houses 32 employees performing the following functions: accounting, accounts payable/accounts receivable, payroll and human resources; meter reading, billing and customer services, engineering design, development services, inspection, drafting and water conservation; full service laboratory functions; and general administration.

The administration building was constructed in 1965, designed by John S. Bowles Architects and shown on the attached drawings A1-A6, L1, S1 & S2, M1-M4, E1 & E2. The structure is a grade beam and slab foundation with an overall footprint of approximately 96 ft. x 96 ft. It is timber framed with some interior steel columns, has a built up roof surrounded by perimeter parapet, acoustic dropped ceilings with significant attic space for central HVAC duct work. The mechanical room is on an elevated slab located in the interior of the facility.

The existing administration building is now 50 years old and is not ADA compliant. The laboratory area is limited providing minimal bench space and no work space or office area for laboratory analysts. The HVAC system, roof and finishes are at the end of

their useful life. Borrowed light is satisfactory, windows however are not operable. The information technology servers and computer system share space with the office supply storage area. The Board of Directors public meeting space is converted from the employee lunchroom when needed and its layout is less than optimal for making adequate presentations for both the Board and public.

The corporation yard office and warehouse space totals 16,380 square feet including areas for both vehicle and shop maintenance activities, full service warehouse and limited office space for construction, operations, electrical mechanical and other field personnel. Construction is principally of steel framed metal buildings and includes storage, lunchroom, and a one bedroom caretaker apartment. The District's supervisory control and data acquisition system is located in the corporation yard office area. The yard and warehouse houses 20 employees.

3. Proposal Request

The District requests a proposal from qualified architects to conduct both space planning and to provide concept proposals with cost estimates for upgrading the existing facilities in their current locations, combining the facilities within the existing District property boundary, or some variation thereof, to determine the most appropriate course of action.

4. Proposal Requirements

The District requests that your proposal not only identify those options but your suggestion on Board and staff involvement to accomplish the best result for housing District operations for the next 50 years.

Your proposal should include:

- Project Approach
- Examples of similar evaluations and public agency projects
- Identification and experience of the Project Manager and project team members, including their functional responsibility
- Scheduled duration and work hours necessary to complete the work
- Project team schedule of fees
- At least one presentation to the Board of Directors

A site visit is scheduled for 9 a.m. on Friday, August 12, 2016 for interested architects to physically inspect the facilities and ask question of District staff, after which, the proposals will be due on Wednesday, September 7, 2016 by 5 p.m. Six (6) hard copies and 1 electronic copy on a flash drive of proposals are requested. Proposals

should be no more than 30 pages total and submitted to:

Chris DeGabriele
General Manager
999 Rush Creek Place
Novato CA 94945.

5. Consultant Selection

The consultant recommended for selection to perform the work will be identified subsequent to an interview with a selection panel consisting of the District General Manager, Chief Engineer, Auditor-Controller, Operations/Maintenance Superintendent, Construction/Maintenance Superintendent and District Secretary. Proposals will be evaluated based predominately on:

- Project Approach
- Experience with similar evaluations/public agency projects and
- Project Manager/team experience

Interviews will be scheduled during the week of September 19th with recommendation of selection to the Board of Directors at the October 4, 2016 meeting.

Once a recommended consultant is identified, a final scope of work and cost will be negotiated with the District.

The District reserves the right to request additional information from one or more consultants submitting proposals. The District reserves the right to reject any and/or all proposals and the right, in its sole discretion, to accept the proposal considered more favorable to the District's interest. The District reserves the right to waive any minor irregularities in the proposal submittals.

All questions concerning this request must be submitted in writing to cdegabriele@nmwd.com.

All questions and corresponding answers will be forwarded to all interested firms for review.

Sincerely,

Chris DeGabriele
General Manager

CD/kly

t:\gm\office renovation\scope of work request.doc

Jul 13, 2016 - 2:25pm W:\JOB\MISC\Presentation\Corp Yard.dwg User: ACANTILLER



NO.	DATE	REVISION			BY APP.
NORTH MARIN WATER DISTRICT NOVATO, CALIFORNIA					
NORTH MARIN WATER DISTRICT NMWD HEADQUARTERS SITE PLAN					
DES	DR	CH	SCALE : 1"=10'-0"		
DM	AC	DM	DATE : 7/13/16		
APPROVED: CHIEF ENGINEER			SHEET NO. : 1 OF 1 SHEETS		
R.E. C40936			SERVICE AREA 1	JOB.NO.	NO.001

Jim Goring
Goring & Straja Architects
729 Heinz Ave. #1
Berkeley, CA 94710

Thomas Faherty
Valley Architects
1560 Railroad Ave
St. Helena, CA 94574

Christopher Noll
Noll & Tam Architects
729 Heinz Ave #7
Berkeley, CA 94710

Carlton Smith
MVA Architects
555 12th Street, Suite 110
Oakland, CA 94607

Dom Tomasi
TLCD Architects
520 Third St. #250
Santa Rosa, CA 95401

Daniel MacDonald
1595 Grant Ave. Suite 200
Novato, CA 94945-3120

13

MEMORANDUM

To: Board of Directors

July 15, 2016

From: Katie Young, District Secretary and Dianne Landeros, Accounting/HR Supervisor

Subj: Purchase of HR Recruitment License (NEOGOV)

t:\gmladmin secty\2016\memo to bod re neogov.docx.docx

RECOMMENDED ACTION: Authorize the General Manager to enter into a Service Agreement with NEOGOV

FINANCIAL IMPACT: \$8,803 initially (\$5,000 one-time set-up/training fee and \$3,803 annual license fee)

For the past several years the District has had a difficult time attracting multiple qualified applicants to fill vacant positions. Currently we are using Craigslist and Baywork, along with our website to advertise open positions. Staff has been researching and discussing with other entities about their programs and processes to attract qualified applicants. Staff learned about NEOGOV used by the City of Novato. NEOGOV is also used successfully by West County Wastewater District, Alameda County Water District, City of Benicia and City of Hercules, along with others.

NEOGOV is an online service for posting job openings, receiving online job applications, applicant tracking, and online interview scheduling. (Attached is an overview of NEOGOV). NEOGOV posts jobs on GovernmentJobs.com as well as Indeed.com. NEOGOV runs on a yearly subscription which includes unlimited users on the system with the capability to restrict permission for certain users such as a supervisor being able to check applications in the system without altering information. The cost of the yearly subscription is \$3,803 which includes the license and unlimited job postings based on the District employee population. The cost of the initial set-up and training is \$5,000. Funds to meet the financial impact are available in the Human Resources Training and Office Equipment budget. Attachment 2 is the service agreement between NEOGOV and the District.

The District would be assigned with an implementation consultant from NEOGOV and the training is self-paced online with user tutorials. Full implementation can take approximately 45 hours, over 4-6 weeks' time span. Once the implementation is complete the District will be allowed to have full access to the posting and entire programing capability of the applicant's information.

NEOGOV would be extremely beneficial to the District in attracting more qualified applicants and help the District organize and perfect the hiring process

RECOMMENDED ACTION:

Authorize the General Manager to enter into a Service Agreement with NEOGOV in the amount of \$8,803.

NEOGOV

INSIGHT OVERVIEW

Paul Raspudic
Regional Account Manager

why **NEOGOV**

NEOGOV is the market and technology leader in on-demand human resources software for the **public sector**. Our HR software automates the entire **hiring, onboarding, and performance evaluation** process.



Public Sector Focus

The most comprehensive, easy-to-use and fast-to-implement products.



Market Leadership

Most customers and deepest industry experience. Affordable, low risk, and high ROI.

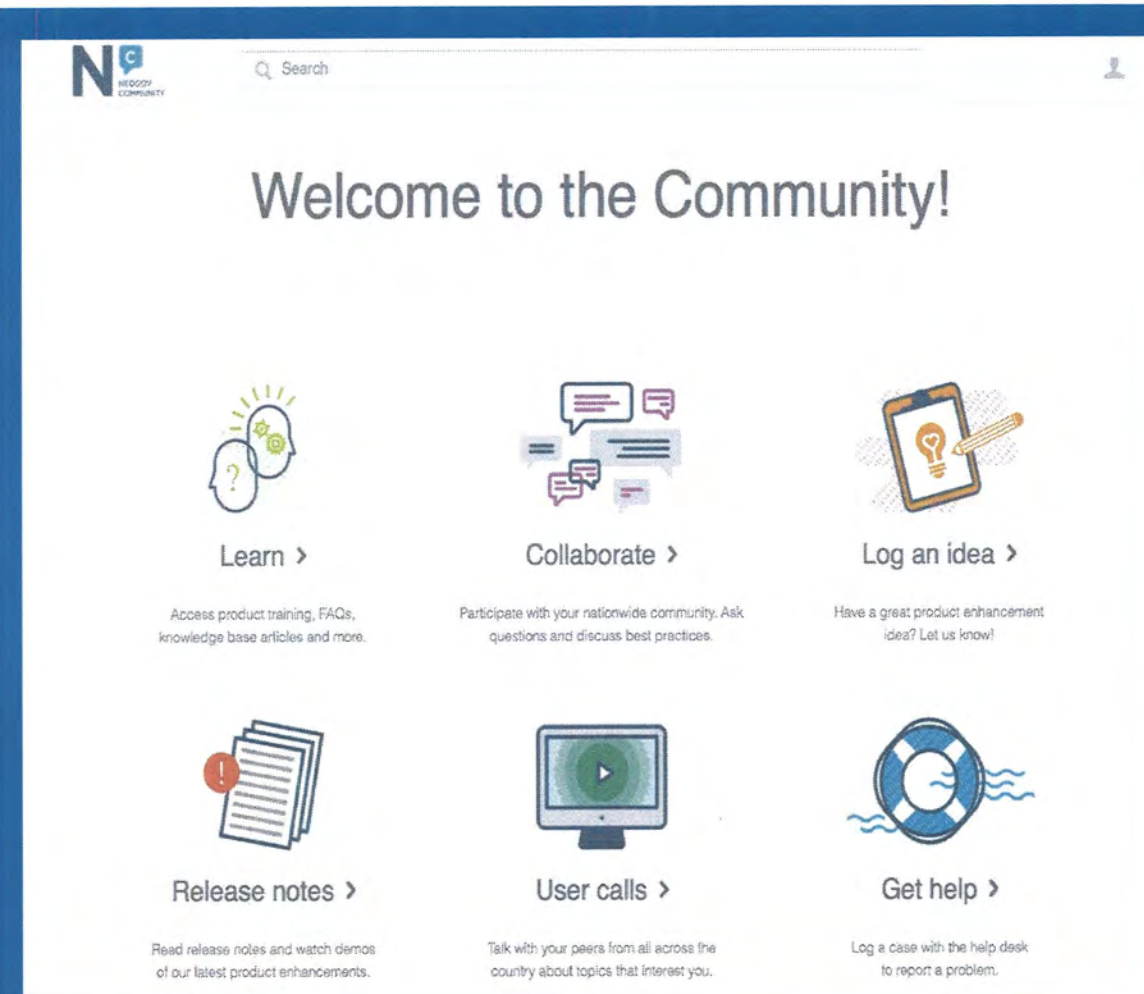


100% SaaS




No Software. No hardware.
No costly upgrades.




Servicing over **1,600** public sector agencies and educational institutions since **1999**

Join A Community of 1,600 Public-Sector Agencies...



The screenshot shows the NCC Community website interface. At the top left is the NCC logo with the text 'NCC COMMUNITY'. To its right is a search bar with a magnifying glass icon and the word 'Search'. In the top right corner is a user profile icon. The main heading is 'Welcome to the Community!'. Below this are six interactive options arranged in a 2x3 grid, each with an icon, a title, and a brief description.

Learn >	Collaborate >	Log an idea >
		
Access product training, FAQs, knowledge base articles and more.	Participate with your nationwide community. Ask questions and discuss best practices.	Have a great product enhancement idea? Let us know!

Release notes >	User calls >	Get help >
		
Read release notes and watch demos of our latest product enhancements.	Talk with your peers from all across the country about topics that interest you.	Log a case with the help desk to report a problem.

- ✓ Unlimited Online Training
- ✓ Monthly User Calls Led By Product Managers
- ✓ Over 200+ enhancements per year (no additional cost)
- ✓ Live Customer Support Team (6am – 6pm PST Mon – Fri)
- ✓ Share Best Practices w/ Users Online
- ✓ Annual User Conference

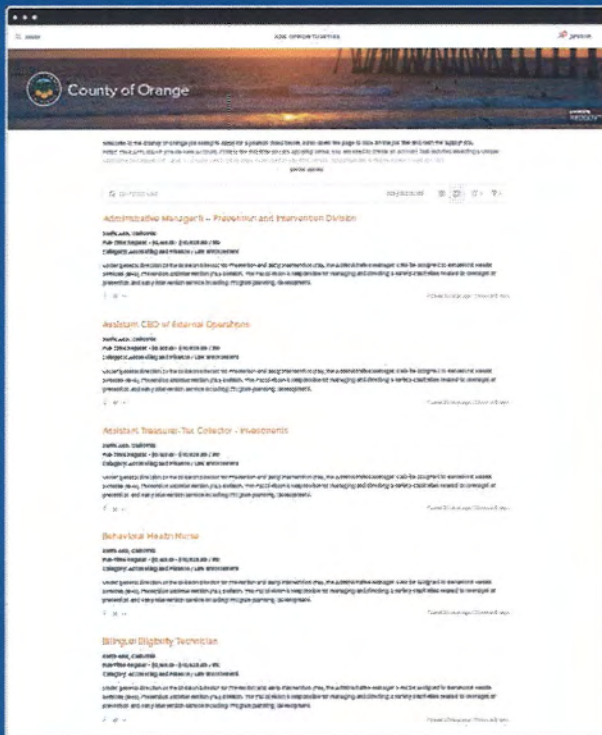
NEOGOV

MOST COMMON RECRUITING PROCESS CHALLENGES



NEOGOV

KEY SYSTEM TOOL



Online Job Applications & Career Portal

List open positions on your company website while maintaining its look and feel. Accept online job applications and ask job-specific supplemental questions. Track traffic and advertising sources and do away with the time and effort spent posting jobs and processing applications.

- ✓ Accept online job applications
- ✓ Post jobs to your career website
- ✓ Configure job application templates
- ✓ Ask job specific supplemental questions
- ✓ Deploy applicant self-service portal
- ✓ Submit online job interest cards
- ✓ Publish class specifications on your website
- ✓ Ensure ADA/Section 508 compliance

NEOGOV

KEY SYSTEM TOOL

Applicant Tracking

Quickly manage all applicant and recruiting data throughout the applicant selection process. Enhance applicant and staff experience by eliminating paper and reducing bottlenecks. Generate email notifications, maintain applicant history, track applicant skills, and more.

- ✓ Track applicants by step/hurdle
- ✓ Generate e-mail and hard copy notifications
- ✓ Maintain detailed applicant history
- ✓ Track applicant skills
- ✓ Capture applicant notes, dispositions, and attachments
- ✓ Applicant can check status and self-schedule online

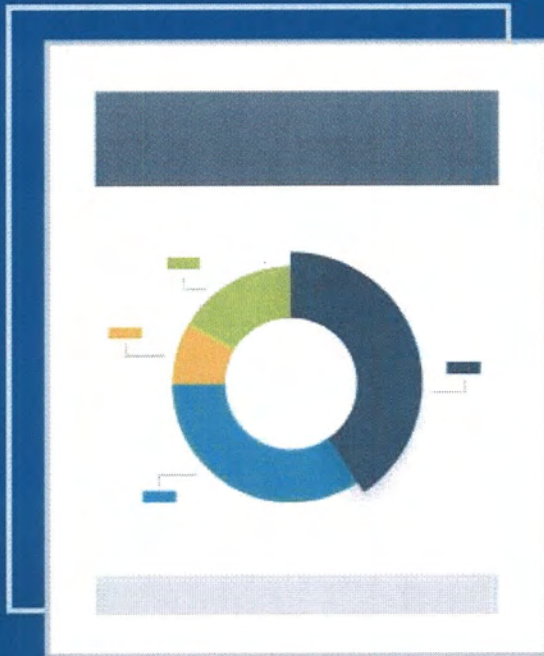
The screenshot displays the NEOGOV Applicant Tracking System interface. It shows three main steps in the recruitment process:

- Step 1: Application Received**: This section shows a table with columns: Candidate, Person ID, Status, Disposition, Email, Notify, Source, Received, Notice, and Audit Trail. The table lists several applicants, including "DANIEL, DANIEL" and "DANIEL, DANIEL".
- Step 2: Minimum Qualifications Review**: This section shows a similar table with columns: Candidate, Person ID, Status, Disposition, Email, Notify, Source, Received, Notice, and Audit Trail. The table lists several applicants, including "DANIEL, DANIEL" and "DANIEL, DANIEL".
- Step 3: Written Exam**: This section shows a similar table with columns: Candidate, Person ID, Status, Disposition, Email, Notify, Source, Received, Notice, and Audit Trail. The table lists several applicants, including "DANIEL, DANIEL" and "DANIEL, DANIEL".

Each table includes a "View Data" link and a "Print" button. The interface also features a search bar at the top and a navigation menu on the left.

NEOGOV

KEY SYSTEM TOOL



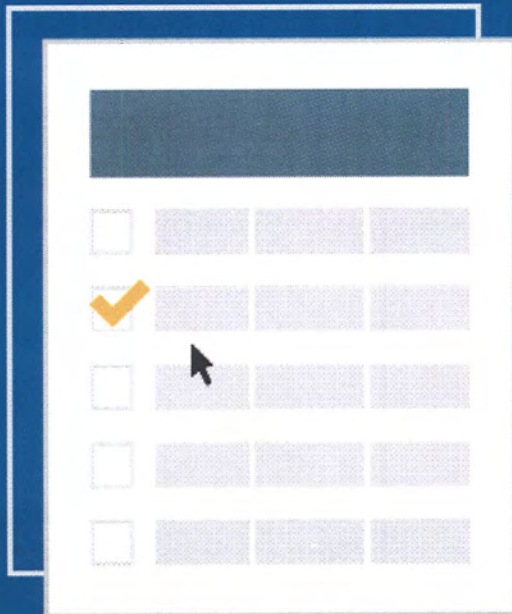
Public Sector Specific Reporting

Optimize your processes, visualize and analyze data, and fully grasp the impact of your HR initiatives. With Insight you have more than 90 standard reports, advanced ad-hoc reporting, and the dashboards you need to make your job easy.

- ✓ More than 90 standard reports
- ✓ Advanced ad-hoc reporting
- ✓ Dashboards
- ✓ EEO, Time-to-hire, Adverse impact

NEOGOV

KEY SYSTEM TOOL



Eligible Lists & Online Referrals

Generate and manage your weighted eligible list, including configurable scoring rules and additional points processing to rank and refer applicants.

- ✓ Eligible list weighted and ranked scores
- ✓ Additional points (i.e. veteran's preference, promo, etc.)
- ✓ Selective certifications
- ✓ Multiple eligible lists (i.e RIF, transfer, etc.)
- ✓ Custom referral rules
- ✓ Eligible list snapshots
- ✓ Online certification of applicants to hiring managers

BENEFITS OF NEOGOV



Reduce time and **cost to fill job vacancies**



Expand and improve quality of applicant pool



Compliance → litigation avoidance



Decrease hard \$\$\$ costs on paper, printing, mail & advertising



Reallocate HR, IT & department staff to other strategic initiatives

NEOGOV



CUSTOMER BENCHMARK RESULTS



Recruiter/Analyst Effort	• 37% Reallocation
Support Staff Effort	• 77% Reallocation
Time-to-hire Reduction (average)	• 33%-55% Reduction
Department Satisfaction Rating	• 25% Increase

Service Agreement

THIS ONLINE SERVICES AGREEMENT (this “Agreement”) is made and entered into this ____6th____ day of ____July____, 201__6__, by and between **GovernmentJobs.com, Inc.**, a California corporation (d/b/a “NEOGOV”), and the **North Marin Water District, California** a public entity acting by and through its duly appointed representative (“Customer”).

1. Provision of Online Services.

(a) Customer hereby engages NEOGOV, and NEOGOV hereby agrees (subject to the terms and conditions set forth herein), to provide the services (the “Services”) more fully described in this Agreement and in Exhibit A (Order Form). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder.

(b) NEOGOV shall implement and maintain a Project Change process and associated Change Control Document (CCD) to manage and approve any changes to the Order Form and/or Order Details as herein described. The CCD will include the reason for the change, a complete description of work to be performed, an estimate of time to complete the task, associated costs, a completion date for the CCD Statement of Work and an impact analysis indicating ramifications or impacts to the overall project. No work within the CCD shall be performed by NEOGOV without Customer approval.

2. Additional NEOGOV Responsibilities. In connection with the performance of this Agreement, NEOGOV shall be responsible for the following:

(a) NEOGOV shall provide all required hosting and operations support for the applications provided through this agreement.

(b) NEOGOV shall follow those support, maintenance and other procedures and shall provide those support, maintenance and other services to Customer more fully described in this Agreement.

3. Customer Responsibilities. In connection with the performance of this Agreement and the provision of the Services, Customer shall be responsible for the following:

(a) Customer shall be responsible for ensuring that Customer’s use of the Services and the performance of Customer’s other obligations hereunder comply with all laws applicable to Customer.

(b) Customer shall be responsible, as between NEOGOV and Customer, for the accuracy and completeness of all records and databases provided by Customer in connection with this Agreement for use on NEOGOV’s system.

4. Ownership, Protection and Security.

(a) The parties agree that the NEOGOV marks and the Customer marks may both be displayed on and through NEOGOV’s system(s).

(b) Ownership of any graphics, text, data or other information or content materials and all records and databases supplied or furnished by Customer hereunder for incorporation into or delivery through the application(s) described in this agreement shall remain with Customer, and NEOGOV shall cease use of all such material upon termination of this Agreement. NEOGOV’s logos, including the “powered by” logo, will appear on the “employment opportunities”, “job description” and other NEOGOV hosted pages.

(c) Customer acknowledges and agrees that nothing in this Agreement or any other agreement grants Customer any licenses or other rights with respect to NEOGOV’s software system (source code or object code) other than the right to receive Services as expressly provided herein. NEOGOV shall retain all ownership in the intellectual property and all other proprietary rights and interests associated with NEOGOV’s software system and Services and all components thereof and associated documentation, except as expressly provided herein.

(d) NEOGOV grants to Customer a limited license during the term of this Agreement to use and reproduce NEOGOV’s trademarks and logos for purposes of including such trademarks and logos in advertising and publicity materials and links solely as permitted hereunder. All uses of such trademarks and logos shall conform to Customer’s standard guidelines and requirements for use of such trademarks and logos.

5. NEOGOV Representations and Warranties.

(a) *Service Performance Warranty.* NEOGOV warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

(b) *No Other Warranty.* EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE.

(c) *Disclaimer of Actions Caused by and/or Under the Control of Third Parties.* NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

6. **Publicity.** Following execution of this Agreement, the parties hereto may issue a press release, the form and substance of which shall be mutually agreeable to the parties, announcing the relationship created by this Agreement. Except as expressly contemplated herein, neither party shall issue any additional press release which mentions the other party or the transactions contemplated by this Agreement without the prior consent of the other party, which consent shall not be unreasonably withheld.

7. **Nondisclosure.** Through exercise of each party's rights under this Agreement, each party may be exposed to the other party's technical, financial, business, marketing, planning, and other information and data, in written, oral, electronic, magnetic, photographic and/or other forms, including but not limited to (i) oral and written communications of one party with the officers and staff of the other party which are marked or identified as confidential or secret or similarly marked or identified and (ii) other communications which a reasonable person would recognize from the surrounding facts and circumstances to be confidential or secret ("Confidential Information") and trade secrets. In recognition of the other party's need to protect its legitimate business interests, each party hereby covenants and agrees that it shall regard and treat each item of information or data constituting a trade secret or Confidential Information of the other party as strictly confidential and wholly owned by such other party and that it will not, without the express prior written consent of the other party or except as required by law including the Public Records Act of the State of __CA__, redistribute, market, publish, disclose or divulge to any other person, firm or entity, or use or modify for use, directly or indirectly in any way for any person or entity: (i) any of the other party's Confidential Information during the term of this Agreement and for a period of three (3) years after the termination of this Agreement or, if later, from the last date Services (including any warranty work) are performed by the disclosing party hereunder; and (ii) any of the other party's trade secrets at any time during which such information shall constitute a trade secret under applicable law.

8. **Liability Limitations.**

(a) If promptly notified in writing of any action brought against Customer based on a claim that NEOGOV's Services infringe a United States patent, copyright or trademark right of a third party (except to the extent such claim or infringement relates to any third party software incorporated into NEOGOV's applications), NEOGOV will defend such action at its expense and will pay any and all fees, costs or damages that may be finally awarded in such action or any settlement resulting from such action (provided that Customer shall permit NEOGOV to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without NEOGOV's prior written approval).

(b) Customer acknowledges and agrees: (i) that NEOGOV has no proprietary, financial, or other interest in the goods or services that may be described in or offered through Customer's web site; and (ii) that except with respect to any material supplied by NEOGOV, Customer is solely responsible (as between NEOGOV and Customer) for the content, quality,

performance, and all other aspects of the goods or services and the information or other content contained in or provided through Customer's web site.

(c) OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, NEOGOV DOES NOT MAKE ANY WARRANTIES TO CUSTOMER OR ANY OTHER PERSON OR ENTITY, EITHER EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. NEOGOV SHALL NOT BE LIABLE TO CUSTOMER OR TO ANY OTHER PERSON OR ENTITY, UNDER ANY CIRCUMSTANCE OR DUE TO ANY EVENT WHATSOEVER, FOR CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, LOSS OF USE OR BUSINESS STOPPAGE.

(d) Under no circumstances shall NEOGOV's total liability to Customer or any other person, regardless of the nature of the claim or form of action (whether arising in contract, tort, strict liability or otherwise), exceed the aggregate amount of fees and revenue received by NEOGOV hereunder for the term(s) and restrictions provided in Exhibit A (Order Form); provided, however that the foregoing limitations set forth in this Section 8(d) shall not apply to actions brought under 8(a) above or to any injury to persons or damages to property arising out of NEOGOV's gross negligence or willful, gross misconduct.

9. Term and Termination.

(a) This Agreement shall commence as of the date hereof and remain in effect in accordance with the term(s) and restrictions in Exhibit A (Order Form), unless terminated by either party as set forth herein ("Initial Term").

(b) This Agreement may be renewed for additional terms ("Renewal Term") equal in duration to the Initial Term provided Customer notifies NEOGOV at least thirty (30) days prior to the end of the Initial Term or a Renewal Term.

(c) NEOGOV reserves the right to terminate this Agreement immediately if the Services provided hereunder become illegal or contrary to any applicable law, rule, regulation or public policy. Each party shall have the right to terminate this Agreement upon sixty (60) days prior written notice to the other party.

(d) Within sixty (60) days of last date of use (and provided within notification of termination of this Agreement), NEOGOV shall provide Customer with either read only access or a dedicated data file from the Insight system (flat file format). The dedicated data files will be comprised of Customer's standard data contained in NEOGOV's Insight system. The structure of the relational database will be specific to the Customer's data and will not be representative of the proprietary NEOGOV database.

10. Payments.

(a) *Initial Term.* See Exhibit A (Order Form).

(b) *Renewal Term(s).* For each Renewal Term, NEOGOV will continue to provide Customer with the Services, and will provide maintenance and support services as described herein, provided Customer issues a purchase order or modification to this Agreement and pays NEOGOV in advance the annual recurring charges then in effect. If there is an increase in annual maintenance and support charges, NEOGOV shall give Customer written notice of such increase at least thirty (30) days prior to the expiration of the applicable term.

(c) NEOGOV acknowledges that all invoices shall be delivered to the stated "Bill To" party on the Order Form Below. In the event that the "Bill To" party is unable to pay any invoice, Customer acknowledges that is shall be responsible for payment to NEOGOV or may terminate this agreement.

(d) Customer will pay all taxes, duties and levies imposed by all federal, state and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income, or those exempt by state law. Customer shall provide NEOGOV within ten (10) days of request of such exemption.

11. Force Majeure. NEOGOV shall not be liable for any damages, costs, expenses or other consequences incurred by Customer or by any other person or entity as a result of delay in or inability to deliver any Services due to circumstances or events beyond NEOGOV's reasonable control, including, without limitation: (i) acts of God; (ii) changes in or in the interpretation of any law, rule, regulation or ordinance; (iii) strikes, lockouts or other labor problems; (iv) transportation

delays; (v) unavailability of supplies or materials; (vi) fire or explosion; (vii) riot, military action or usurped power; or (viii) actions or failures to act on the part of a governmental authority.

12. **Piggyback Clause.** It is understood and agreed by Customer and NEOGOV that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the new governmental entity and NEOGOV. It is also hereby mutually understood and agreed that Customer is not a legally bound party to any contractual agreement made between NEOGOV and any entity other than Customer.

13. **Miscellaneous.**

- (a) Either party may not assign its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the party to be bound. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall be governed by and construed in accordance with the laws of the State of __CA__, without giving effect to conflict of law rules. Customer acknowledges and agrees that this Agreement is not intended to be and shall not be construed to be a franchise or business opportunity.
- (b) *Severability.* If any provision of this Agreement is found void or unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. If any remedy provided is determined to have failed of its essential purpose, all limitations of liability and exclusions of damages set forth in the Limited Warranty shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth above.

Customer

Signature: _____

Print Name: _____

Title: _____

Date: _____

GovernmentJobs.com, Inc., a California corporation

Signature: _____

Print Name: _____

Title: _____

Date: _____

Order Form

NEOGOV™

Customer:

North Marin Water District (CA)

Bill To:

Attention To: Katie Young

Address: 999 Rush Creek Place
Novato, CA 94945

Phone: (415) 761-8921

E-mail: kyoung@nmwd.com

Quote Date: 7/6/2016

Valid From: 7/6/2016

Valid To: 8/30/2016

Requested Service Date: TBD **Initial Term:** 12 Months

Order Summary

Annual Recurring Fees

<u>Line</u>	<u>Description¹</u>	<u>Annual Recurring Cost</u>
1.	Insight Enterprise Edition (IN)	
	IN License	<u>\$3,053.00</u>
2.	GovernmentJobs.com Job Posting Subscription (GJC)	
	GJC License	<u>\$750.00</u>
3.	Perform (PE)	
	PE License	<u>N/A</u>
4.	Onboard (ON)	
	ON License	<u>N/A</u>
5.	NEOGOV Integrations	
	Integration Maintenance	<u>N/A</u>
<u>Sub Total:</u>		<u>\$3,803.00</u>

Order Form

Non-Recurring Fees

Line	Description ¹	Non-Recurring Fees
	NEOGOV Services	
6.	Insight (IN)	
	Setup and Implementation	<u>\$2,500.00</u>
	Training	<u>\$2,500.00</u>
	Perform (PE)	
	Setup and Implementation	<u>N/A</u>
	Training	<u>N/A</u>
	Onboard (ON)	
	Setup and Implementation	<u>N/A</u>
	Training	<u>N/A</u>
	Onboard form building as Professional Service ²	<u>N/A</u>
	NEOGOV Integrations	
	Setup and Configuration	<u>N/A</u>
	Sub Total:	<u>\$5,000.00</u>
	Order Total:	<u>\$8,803.00</u>

¹More detailed descriptions of the services are contained in the order detail for each service, which are incorporated herein and made a part hereof by this reference.

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

²NEOGOV ON includes I9 and W4 standard forms that are regularly updated by NEOGOV. Additional forms or form maintenance are available by NEOGOV Professional services at the following cost:

- Background forms \$295 per form
- Dynamic Form \$195 per form
- Updates to existing forms \$200 an hour

Additionally, during the term of any subscription license, the Customer will be provided:

Customer Support - Provided to the Customer both on-line and by telephone Monday – Friday, 6:00 AM – 6:00 PM PT (excluding NEOGOV holidays).

Product Upgrades to Licensed Software - Customer shall receive all product upgrades to purchased package. Product upgrades are automatic and available upon the next login following a product upgrade rollout.

Order Detail

Note: Items designated as Not Applicable (N/A, NA) on the Summary form are not included. Customers may request a quote for these services at their discretion through the term of this contract.

1.0 Insight Enterprise (IN)

License Subscription to NEOGOV IN

The Customer's subscription to the Insight platform includes the following functionality:

Recruitment

- Online job application
- Online applications integration with current Customer website
- Online job announcements and descriptions
- Automatic online job interest cards
- Recruitment and examination planning

Selection

- Configurable supplemental questions
- Define unique scoring plans
- Test analysis and pass-point setting
- Score, rank, and refer applicants

Applicant Tracking

- Email and hardcopy notifications
- EEO Data collection and reports
- Track applicants by step/hurdle
- Schedule written, oral, and other exams
- Candidate Self-Service Portal for scheduling and application status

Reporting and Analysis

- 90 standard system reports
- Ad Hoc reporting tool

HR Automation

- Create and route position requisitions for approval
- Certification/eligible lists

2.0 GovernmentJobs.com Job Posting Subscription

(GJC) License Subscription

- Enables organizations to advertise their job postings created in Insight on the GovernmentJobs.com website.
- May add an unlimited number of postings

Note: jobs advertised on the promotional and transfer webpage's are not advertised on GovernmentJobs.com as these are typically for internal employees.

3.0 NEOGOV Perform (PE)

License Subscription to NEOGOV PE

The annual license for the NEOGOV Performance Evaluations Software includes the following:

- Configurable Performance Evaluations
- Goal Library
- Shareable Competency Content
- Development Plans
- Configurable Process Workflows
- Ability to build Content sections for re-use
- Configurable Rating Scales
- Ability to build Library of Writing Assistants
- 360 Reviews
- Configurable Email Notifications
- Automatic Evaluation Creation
- Ability to perform actions in bulk for Employees & Evaluations

4.0 NEOGOV Onboarding (ON)

License Subscription to NEOGOV ON

- Electronic Employee File
- W4
- I9
- Configurable Workflow
- Task Manager
- Employee data upload
- Attachments
- Build your own Onboarding forms*

*NEOGOV ON includes I9 and W4 standard forms that are updated by NEOGOV. Additional forms or form maintenance is available by NEOGOV Professional services at the following cost:

- Background forms \$295 per form
- Dynamic Form \$195 per form
- Updates to existing forms \$200 an hour

5.0 NEOGOV Integrations

NEOGOV offers Standard Integrations as well as platform APIs for 3rd party system integration(s).

Standard Integrations include:

- Business Process Re-engineering
- Conduct project scope, review integration plan, discuss timeline, and set schedule for required meetings
- Annual Maintenance By NEOGOV to re-configure integrations

Note: NEOGOV APIs are to be configured directly by Customer staff using NEOGOV documentation. If required, Professional Services may be included by NEOGOV to help define and validate scope, business requirements, timelines, and associated costs (if applicable).

6.0 NEOGOV Services

Setup and Provisioning

The following activities are conducted as part of the NEOGOV implementation:

- Customer to review the project kick-off tutorial for information on the project timeline, deliverables, and establish project expectations.
- NEOGOV will establish the Customer's production environment

Training

NEOGOV training is available online (web-based, pre-built, content) unless otherwise proposed as included in the Order Form. All customers have full access to the demo/training environment setup for Insight.

NEOGOV's pre-built, online training consists of a series of web courses as well as a series of hands-on exercise designed to introduce the standard features and functions and may be used as reference material by the staff following training to conduct day-to-day activities. The pre-built, online training includes exercises that are designed to be flexible enough to allow Customer led training sessions internally to introduce user-specific requirements and processes for staff to learn the system as closely as possible to the customer's actual recruitment processes after go-live.

Order Form Terms and Conditions:

(1) The Customer hereby orders and GovernmentJobs.com, Inc. (d/b/a NEOGOV, Inc., hereafter "NEOGOV") agrees to provide the services described in this Order Form. THE SERVICES ARE PROVIDED PURSUANT TO THE TERMS AND CONDITIONS OF THIS ORDER FORM AND THE SERVICE AGREEMENT BETWEEN NEOGOV AND THE CUSTOMER.

(2) The Customer agrees that the payment schedule is as follows:

Provide all required software and Licenses

- One hundred percent (100%) of the annual license price (including any Integrations) is payable within thirty (30) days of execution of this Order Form and Service Agreement.

Training

- One hundred percent (100%) of the training price are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (TRAINING)

Software Implementation

- One hundred percent (100%) of the non-recurring costs are to be paid to NEOGOV within thirty (30) days of the execution of this Order Form and Service Agreement. (SETUP)

(3) Neither the Customer nor NEOGOV will be bound by this Order Form until it has been signed by authorized representatives of both parties.

(4) Changes or alterations to this Order Form will not be accepted.

THERE ARE SIGNIFICANT ADDITIONAL TERMS AND CONDITIONS, WARRANTY DISCLAIMERS AND LIABILITY LIMITATIONS CONTAINED IN THE SERVICE AGREEMENT BETWEEN THE CUSTOMER AND NEOGOV.

DO NOT SIGN THIS ORDER FORM BEFORE YOU HAVE READ THE SERVICE AGREEMENT IN ITS ENTIRETY. YOUR SIGNATURE BELOW INDICATES THAT YOU HAVE READ THE SERVICE AGREEMENT AND AGREE TO BE BOUND BY ITS PROVISIONS.

<u>Customer</u>	<u>NEOGOV</u>
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

14

MEMORANDUM

To: Board of Directors

July 15, 2016

From: Chris DeGabriele, General Manager



Subj: Revise Chief Engineer Job Description and Authorize Recruitment

L:\hr\employment\engineering\chief engineer 0816\solicitation of ce position.docx

Attached please find a draft revised Chief Engineer job description reflecting current duties and requirements for education and experience. Note that the education and professional registration requirements have been broadened to enable not just Civil or Mechanical Engineers to apply but other professional engineering disciplines as well.

Also attached is a solicitation brochure updated from previous versions reflecting the new job description, current salary range and benefits. The timeline for solicitation is to advertise coincident with implementation of a new software program reaching a larger candidate base. The NEOgov software program is also included on this agenda for Board consideration. Final filing date for the Chief Engineer position would be September 30th, with interviews by the Board and selection on November 1st.

RECOMMENDED:

Board approve the changes to the Chief Engineer job description and authorize recruitment.

**DRAFT
CHIEF ENGINEER**

*This class description is only intended to present a summary of the range of duties and responsibilities associated with the positions. Descriptions **may not include all** duties performed by individuals within the class. In addition, descriptions outline the minimum qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION

Under general administrative direction of the General Manager, is responsible to plan, organize and ~~for the direction of the engineering function of the District; and performs engineering planning and design work, training, supervision, and project management and represents the Department and the District in contacts with other agencies and organizations.~~ Serves as an officer of the District.

DISTINGUISHING CHARACTERISTICS

The **Chief Engineer** assumes the full leadership and management responsibility for the Engineering Department and organizes, supervises and directs the Engineering Department including design engineering for both developer and District-funded programs; construction inspection and management; engineering records management; and new applicant water/sewer service administrative. Recruits, interviews and assists in the selection of Engineering Department employees.

SUPERVISION RECEIVED

Receives direction from the General Manager and the Board of Directors.

ESSENTIAL DUTIES (include but are not limited to the following)

Plans, develops and implements goals and objectives for the Department; directs and is responsible for the work of a small professional and technical staff in the design, construction and maintenance of transmission pipelines, distribution facilities and mechanical and electrical equipment including power and control, communications and cathodic protection; directs the engineering aspects of water supply development and water quality control; prepares a work program and budget, manages and monitors goal accomplishment and expenditures; selects, trains and evaluates the work of subordinates; advises and consults with the General Manager on difficult engineering problems; attends Board of Director meetings, prepares and presents staff reports for consideration by the Board; communicates clearly and concisely, both orally and in writing, makes special studies and reports; recommends and periodically updates District design and material standards and coordinates the engineering and construction program with that of other District Departments, private utilities and public agencies. Is expected to and spends a significant portion of time estimating the cost of, and designing water distribution (and to a lesser extent) wastewater collection and treatment facilities. Is responsible for coordinating District Emergency Operations planning.

QUALIFICATIONS (The following minimum qualifications are necessary for entry into the class)

Education/Experience

Graduation from an accredited college with a Bachelor of Science degree in civil, electrical or mechanical engineering and ten years of increasingly responsible professional level engineering experience that includes a minimum of four years of experience managing engineering operations or equivalent.

Approved	
Date	

Knowledge/Skill/Ability

Thorough knowledge of the principles, methods, materials and equipment used in the design, construction and maintenance of water and sewage system facilities; knowledge of the principles and methods of organization and management and ability to work as part of a Districtwide technical team involved with all construction and maintenance activities; establish budgets; can demonstrate experience and capability to handle multiple projects up to twenty-five million dollars and also plan, lead, train, motivate and direct the work of a small professional and technical staff; familiarity with and ability to effectively use engineering design software and other computer aids commonly found in an engineering design office, ability to establish and maintain effective relationships with the District Board of Directors, other public and private agencies, contractors, developers and the general public.

License/Certificate

Possession of a valid Class C California driver's license.

Registration as a professional ~~Professional Civil or Mechanical~~ Engineer in the State of California.

Residency

Residence within 10 miles of the District's Service Area within 24 months following initial employment is required for this position.

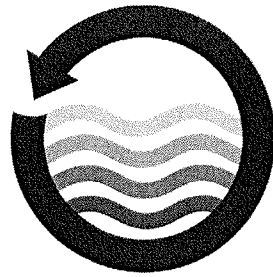
WORKING CONDITIONS/PHYSICAL REQUIREMENTS

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting, and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement, and fine coordination in preparing and reviewing construction plans, statistical reports and data, and using a computer keyboard. Additionally, the position requires near, far, and color vision in reading reports, reviewing plans ~~and blueprints~~, and using the computer. When visiting construction sites or existing District facilities the position will require walking on uneven and slippery surfaces, climbing ladders or stairwells, exposure to all weather conditions, dust and pollen, and potential mechanical and heavy equipment hazards. Work hours include various evening meetings including regularly scheduled Board meetings.

OTHER REQUIREMENTS

Per California Government Code, Title 1, Division 4, Chapter 8, Section 3100, "all public employees are hereby declared to be disaster service workers subject to such disaster service activities as may be assigned to them by their superiors or by law."

Approved	
Date	



**NORTH MARIN
WATER DISTRICT**

**DRAFT
NORTH MARIN WATER DISTRICT**

Invites application for

CHIEF ENGINEER

FINAL FILING DATE

September 30, 2016

INTERVIEWS

With Selection Panel to be held week of October 17, 2016

With Board of Directors (for final selection) November 1, 2016

NORTH MARIN WATER DISTRICT
999 Rush Creek Place
P.O. Box 146
Novato, CA 94948-0146

Phone (415) 897-4133

www.nmwd.com

The District is an equal opportunity employer

CHIEF ENGINEER

The Position

This is an ideal position for an experienced registered Professional Engineer seeking a career with a public agency. The Chief Engineer supervises the Engineering Department and reports directly to the General Manager. Areas of responsibility include: plans, develops and implements goals and objectives for the Department; directs and is responsible for the work of a small professional and technical staff in the design, construction and maintenance of transmission pipelines, distribution facilities and mechanical and electrical equipment including power and control, communications and cathodic protection; directs the engineering aspects of water supply development and water quality control; prepares a work program and budget, manages and monitors goal accomplishment and expenditures; selects, trains and evaluates the work of subordinates; advises and consults with the General Manager on difficult engineering problems; communicates clearly and concisely, both orally and in writing, makes special studies and reports; recommends and periodically updates District design and material standards and coordinates the engineering and construction program with that of other District Departments and Divisions, private utilities and public agencies. The Chief Engineer is expected to and spends a significant portion of time estimating the cost of, and designing water distribution (and to a lesser extent) wastewater collection and treatment facilities and is responsible for coordinating District Emergency Operations planning.

Qualifications

Graduation from an accredited college with a Bachelor of Science degree in engineering and ten years of increasingly responsible professional level engineering experience that includes a minimum of four years of experience managing engineering operations or equivalent. Thorough knowledge of the principles, methods, materials and equipment used in the design, construction and maintenance of water and sewage system facilities; knowledge of the principles and methods of organization and management and ability to work as part of a Districtwide technical team involved with all construction and maintenance activities; establish budgets; can demonstrate experience and capability to handle multiple projects up to twenty-five million dollars and also plan, lead, train, motivate and direct the work of a small professional and technical staff; familiarity with and ability to effectively use engineering design software and other computer aids commonly found in an engineering design office, ability to establish and maintain effective relationships with the District Board of Directors, other public and private agencies, contractors, developers and the general public. The Chief Engineer attends Board of Directors meetings and prepares and presents staff reports to the Board for consideration.

Compensation and Benefits

The salary range for the Chief Engineer is \$10,332 to \$12,559 per month and consists of a five-step range. The first three steps are achievable with good performance over 24 months. The last (merit) step is achievable at 48 months. Hiring is normally accomplished at the lowest step but consideration will be given for applicable experience. The Chief Engineer is furnished with a District auto allowance of \$338 per month for business vehicle use.

The District offers excellent benefits, which include:

- Public Employee Retirement System (CalPERS) pension. The employee contributes a percentage of gross pay to PERS equaling the full employee contribution. (8% for CalPERS Classic Members; 6.25% for CalPERS new members) Retirement pay is coordinated with Social Security and is based on 2.5% per year of service times the highest annual salary earned for CalPERS Classic Members (based on retirement at age 55) and 2% per year of service times the highest average 3 years of annual salary earned (based on retirement at age 62) for CalPERS new members.

- Excellent health, dental and vision care plans for employee and dependents.
- Vacation (upon eligibility), starting at 2 weeks and increasing to 5 weeks per year.
- Sick leave. Twelve days per year (may be accumulated and; 50% of any amount accumulated over 90 days can be traded annually for cash).
- Holidays. Fourteen per year.
- Life insurance (equal to annual salary up to \$200,000).
- Other voluntary and employee paid specific insurance coverage through AFLAC and or IRS Section 125 pretax Flexible Spending Plans.
- Multiple voluntary deferred compensation options.

(The salary and benefits described herein do not represent a contract and may be changed without notice.)

The Selection Process

Interested persons must submit a District online application at www.nmwd.com. A selection panel will review all applications and invite those presenting the best job related qualifications to an initial interview. Based on initial interview, the most qualified candidates will be invited to be interviewed by the Board of Directors. Subsequent interviews may be required.

The District

North Marin Water District is a publicly owned water district formed in 1948 and operating under Division 12 of the California Water Code. Its policy board consists of five Directors elected at large. The District covers an area of approximately 100 square miles in north and northwest Marin County. It enjoys a reliable water supply imported from the Russian River and supplemented with a local surface water source (Stafford Lake).

The District's 56 full time equivalent employees provide water through 21,500 service connections to a population of approximately 61,000 including the greater Novato area and Point Reyes Station, Inverness Park, Olema and Paradise Ranch in western Marin County. Wastewater collection, treatment and disposal in West Marin is provided for the Oceana Marin subdivision (near Dillon Beach).

The District employs a dedicated, hardworking staff, has progressive planning and financial management policies, and is a recognized industry leader in water utility standards, water quality protection and water conservation management.

You can learn more about the District at www.nmwd.com.

The Novato Area

Novato is the second largest city in Marin County. It boasts an excellent climate and beautiful oak studded rolling hills and is primarily a suburban residential area with a picturesque main street and friendly local shopping centers. It is less than a 45-minute drive from the city of San Francisco to the south, California's unparalleled coast and abundant national seashore areas to the west, Sonoma wine country to the north and Napa Valley wine country to the east. Excellent winter sports areas and high Sierra recreation are a four-hour drive to the east. The area abounds with educational opportunities from pre-school to university level, both public and private.

Residency within 10 miles of the District's Service Area is required within 2 years of employment. The District has an Employer Assisted Housing Program to encourage residency within the District Service Area.

Climate

The climate is typical California with mean annual rainfall of 27 inches, Mediterranean like temperatures and virtually no humidity. Outdoor recreation is a popular year-round activity.

NORTH MARIN WATER DISTRICT

GENERAL INFORMATION

North Mann Water District is a publicly owned water district which provides primarily domestic and recycled water service to the greater Novato area and water service to small coastal communities at the base of Tomales Bay in West Marin. Additionally, wastewater collection and treatment service is provided to a coastal residential community in West Marin adjacent to Dillon Beach.

Medical Examination

The selected applicant will be required to satisfactorily pass a medical examination and drug screen (District expense) given by a regularly licensed physician designated by the District

Authorization to Work

Before an appointment may be made, the selected applicant must provide documented proof of identity and authorization to work in the United States, according to federal law.

To Apply

Applications may be obtained online at www.nmwd.com.

Applications must be filed online **before 5 p.m. September 30, 2016.**

15

MEMORANDUM

To: Board of Directors

From: Drew McIntyre, Assistant General Manager/Chief Engineer 

Re: RMC Water and Environment (RMC) - General Services Agreement
R:\NON JOB No ISSUES\Consultants\RMC\2016\RMC Genl Servs Agmt BOD memo 7_16.doc

July 15, 2016

RECOMMENDED ACTION: Authorize General Manager to execute a General Consulting Services Agreement with RMC.

FINANCIAL IMPACT: \$50,000

The amount of required engineering work related to the design of the Central Service Area Recycled Water Expansion Project continues to necessitate outsourcing of various engineering services on an as-needed basis. The District currently has third party contracts for this work with various consulting firms including CSW/Stuber-Stroeh (design of SMART Railroad and Hwy 101 crossings), ESA (environmental permits) and Aberegg Drafting Services. The purpose of this memo is to request a new General Consulting Services (GCS) Agreement with RMC. Attached is an agreement for RMC to provide outsourcing support for engineering services to assist staff with District workload demands with a not-to-exceed limit of \$50,000. RMC has a long and proven track record with the District in providing high quality and responsive services. To best meet project demands, a new GCS Agreement is desired and will be executed with individual task orders on a job-by-job basis. The first task order to be funded through this Agreement will be for continued assistance related to State approval for using recycled water for car wash operations. This first task order will be approximately \$10,000.

A summation of previously approved contracts with RMC for the last five years is provided as follows:

TABLE I

Contract Issuance Year	Description	Total Contact
FY10-11	Title 22 Engr Report for RW Expansion	\$36,450
FY15-16	General Consulting Services Agreement	\$50,000 ¹
FY15-16	Evaluate Recycled Water Production at Existing Treatment Facilities	\$55,000 ²

¹\$45,000 for RW Central Service Area support and \$5,000 for State Title 22 Engineering Report Supplement #1

²50% cost share with Novato Sanitary District. NMWD costs to date ~\$17,500

RECOMMENDATION

That the Board authorize the General Manager to execute a General Consulting Services Agreement between NMWD and RMC with a not-to-exceed limit of \$50,000.

AGREEMENT FOR CONSULTING SERVICES

The following is an agreement between **North Marin Water District**, hereinafter "**NMWD**", and **RMC Water and Environment**, hereinafter, "**Consultant**".

WHEREAS, Consultant is a duly qualified consulting firm, experienced in the planning, design and construction management of water/wastewater facilities.

WHEREAS, in the judgement of the Board of Directors of the NMWD, it is necessary and desirable to employ the services of the Consultant to provide miscellaneous 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. Specific work scope tasks, schedules and estimate of services cost shall be discussed, agreed upon and documented between NMWD and the Consultant prior to beginning any work under this agreement.
- b. The fee and fee payment for such work shall be as stipulated under the fee schedule included in Exhibit A of this agreement. Agreement cost shall not exceed \$50,000 in total without additional Board of Directors' authorization.

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, 2017, 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:
RMC Water and Environment
2175 N. California Blvd, Ste 315
Walnut Creek, CA 94596
Attention: Steve Clary

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

Self-Insured Retentions

Any self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a

financial guarantee satisfactory to the District (such as a surety bond) guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

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

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

Acceptability of Insurers

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

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

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

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

17. REASONABLE ASSURANCES: Each party to this agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise, with respect to performance of either party, the other may, in writing, demand adequate assurance of due performance and until the requesting party receives such assurance may, if commercially reasonable, suspend any performance for which the agreed

return has not been received. "Commercially reasonable" includes not only the conduct of the party with respect to performance under this agreement but also conduct with respect to other agreements with parties to this agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, not to exceed 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.

**NORTH MARIN WATER DISTRICT
"NMWD"**

Dated: _____

Chris DeGabriele, General Manager

**RMC WATER AND ENVIRONMENT
"CONSULTANT"**

Dated: _____

Steve Clary, Sr. Vice President



**RMC Water and Environment
2016 Standard Billing Rates**

Billing Classifications	2016 Rates
Engineer-Planner-Scientist	
Associate EPS	\$ 125.00
EPS-1	\$ 148.00
EPS-2	\$ 166.00
EPS-3	\$ 178.00
EPS-4	\$ 195.00
EPS-5	\$ 199.00
EPS-6	\$ 216.00
EPS-7	\$ 230.00
EPS-8	\$ 242.00
EPS-9	\$ 249.00
EPS-10	\$ 266.00
EPS-11	\$ 282.00
EPS-12	\$ 295.00
EPS-13	\$ 299.00
EPS-14	\$ 308.00
Intern	\$ 55.00
Technician	
TECH-1	\$ 132.00
TECH-2	\$ 136.00
TECH-3	\$ 141.00
TECH-4	\$ 147.00
TECH-5	\$ 153.00
TECH-6	\$ 161.00
TECH-7	\$ 163.00
Administrative	
AD-1	\$ 96.00
AD-2	\$ 100.00
AD-3	\$ 110.00
AD-4	\$ 120.00
AD-5	\$ 132.00
AD-6	\$ 144.00
AD-7	\$ 150.00

Note: The individual hourly rates include salary, overhead and profit. Other direct costs (ODCs) such as reproduction, delivery, mileage (as allowed by IRS guidelines), and travel expenses will be billed at actual cost plus 10%. Subconsultants will be billed as actual cost plus 10%. RMC reserves the right to adjust its hourly rate structure at the beginning of each year for all ongoing contracts.

16

MEMORANDUM

To: Board of Directors
 From: Drew McIntyre, Assistant General Manager/Chief Engineer
 Subject: Recycled Water Expansion to Central Service Area Project - Construction Management Services Contract Award

Date: July 15, 2016

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RECOMMENDATION: Board authorize the General Manager to execute an agreement between The Covello Group and the District for construction management services.

FINANCIAL IMPACT: \$1,048,950 plus a \$100,000 contingency (included in FY17 and FY18 CIP budgets)

On May 13, 2016, staff issued a request for proposal (RFP) for the Recycled Water (RW) Expansion to Central Service Area Project Construction Management (CM) Services via www.ebidboard.com. The CM scope covers four project components: (1) East Pipeline Project, (2) West Pipeline Project, (3) Norman Tank Rehabilitation and (4) Private On-site Retrofits (project limits are shown in Attachment 1). Five firms submitted proposals to the District for this project. Three short-listed firms, Carrollo Engineers, Consolidated CM (CCM) and The Covello Group (Covello), were chosen for interviews.

Selection Process

Proposals were received by the District on June 2, 2016. After review of the proposals, the three aforementioned firms were invited for oral interviews on Thursday, June 23, 2016 at the District office. A selection committee including myself, Carmela Chandrasekera and Dave Jackson participated in the interviews. The qualifications of each firm were ranked separately by each panel member against the following selection criteria.

- Firm's qualifications and experience
- Firm's understanding of the project's needs
- Project team organization
- Project approach, and
- Relative experience of proposed construction manager and inspectors.

The greatest weight (i.e., 80 out of 100 points) was given to the project approach and experience of the proposed construction manager and inspectors. Upon completion of the interviews and ranking, Covello was ranked highest. The primary factor was the experience of Covello's project team. Overall, Covello's project team experience was more extensive and relevant to this project than that of the other two firms. It should be noted that the District has successful past experience utilizing Covello as the Construction Manager for the North Service Area (started in 2011) and Phase 2 South Service Area (started in 2012) recycled water expansion projects.

Staff has been negotiating the scope of work and fee with Covello over the last couple of weeks. The attached contract (Attachment 2) includes the final scope of work and fee schedule. Although construction management services are typically a qualifications-based selection process, it is important to note that Covello's total construction management labor hours were higher than the other two firms but their Construction Management hourly rate of \$160 was less than the other two firms (\$230/hr for Carollo and \$185/hr for CCM). All three firms had similar inspector costs ranging from \$130-150 per hour. The scope and fee includes materials testing quality assurance and SRF labor compliance monitoring. The construction management fee is ~ 9% of total estimated construction costs (vs 14% for the previous North Service Area Project).

Project billing is structured on a time and expense (T&E) basis with a not to exceed limit (without prior authorization). A T&E contract is appropriate for this type of work based upon the variability of effort for administration related to processing a currently unknown number of inquiries, change orders, etc. Most of the expenses for this contract will be incurred in the FY17 budget year with some carry over into FY18 since the estimated construction completion date is in late Summer 2018.

Project Cost Update

At the May 19, 2015 meeting, staff provided the Board with a preliminary total project cost estimate of \$11.4M based on conceptual costs and no detailed construction drawings. Since that time staff has prepared detailed construction drawings and updated construction cost estimates. Based on these updated cost updates using completed engineering plans and specifications, the total estimated project cost needs to be increased. This is further supported by the recent bid opening for the East Project with the apparent low bidder ~17 percent above our definitive engineers construction estimate (a separate report on the East Project will be provided at a later Board meeting after the bid analysis is complete). Accordingly, staff has updated the total project cost estimate by 30% to \$14.8M. This 30% cost increase still falls within the District's Engineering Policy No. 7 which establishes a range of accuracy between -10% to +35% for initial conceptual engineers estimates. Fortunately, due to the District's success in receiving additional federal and state grant funding overall District costs are estimated to decrease ~ \$1M when compared to the initial 2015 estimate as summarized in the following table:

CENTRAL SERVICE AREA PROJECT COST SUMMARY

DATE	EST. TOTAL PROJECT COST	EST. FEDERAL GRANT	EST. STATE GRANT	TOTAL NMWD COSTS
May 15	\$11,412,500	\$1,500,000	\$0	\$9,912,500 ¹
Jul 16	\$14,836,250	\$2,750,000	\$3,320,205	\$8,766,045 ²

¹NMWD SRF loan \$9,912,500, NMWD local share \$0

²NMWD SRF loan \$6,592,295, NMWD local share \$2,173,750

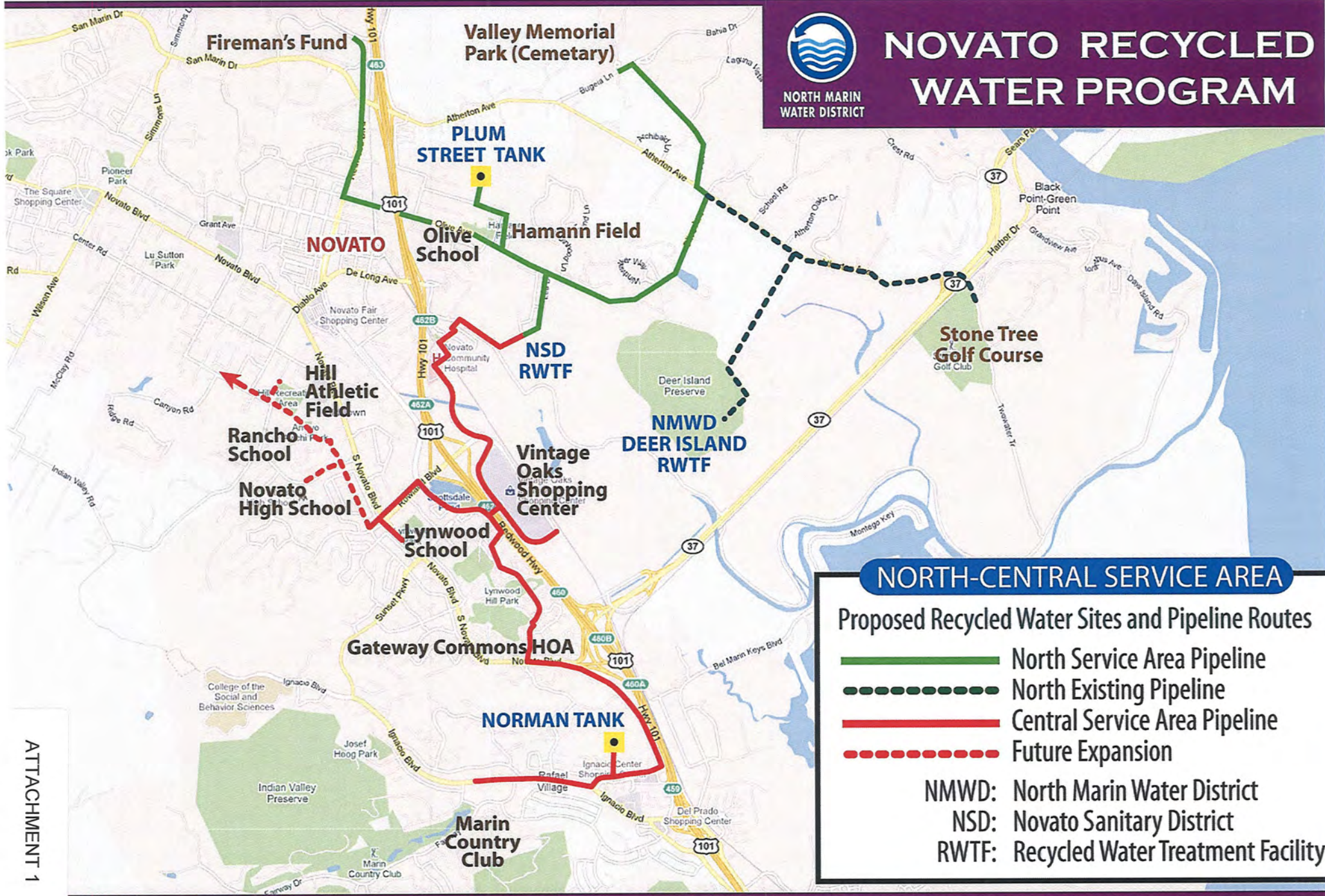
RECOMMENDATION

Board authorize the General Manager to execute an agreement between The Covello Group and the District for construction management services on a time and expense basis with a not-to-exceed limit of \$1,048,950 plus a \$105,000 contingency.



NORTH MARIN
WATER DISTRICT

NOVATO RECYCLED WATER PROGRAM



AGREEMENT FOR CONSULTING SERVICES

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

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

WHEREAS, in the judgement of the Board of Directors of the NMWD, it is necessary and desirable to employ the services of the Consultant for providing construction inspection services during the construction phase of the Novato Central Recycled Water 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 covered by this agreement shall be that provided in Exhibit A of this agreement.
- b. The scope of work shall be performed on a time and expense basis with a not-to-exceed limit of \$1,048,950 in accordance with the cost schedule included in Exhibit A of this agreement and shall not exceed this value without prior written authorization by NMWD.

PART B -- GENERAL PROVISIONS

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

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

3. INDEMNIFICATION: NMWD is relying on 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 acceptance of the Consultant's work by NMWD shall not operate as a waiver or release.

- a. With respect to 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, pertaining to, or relating to, the negligent acts, errors or omissions, recklessness or willful misconduct of the

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 or any third party.

- 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, 2018 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:
The Covello Group
1660 Olympic Blvd., #300
Walnut Creek, CA 94596
Attention: Gary Skrel

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), as applicable.

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 include limited 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 claim and aggregate.

Verification of Coverage

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

Subcontractors

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

Self-Insured Retentions

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

Other Insurance Provisions

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

1. The District, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance certificate 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.

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

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

**NORTH MARIN WATER DISTRICT
"NMWD"**

Dated: _____

Chris DeGabriele, General Manager

**THE COVELLO GROUP
"CONSULTANT"**

Dated: _____

Gary Skrel, PE

NORTH MARIN WATER DISTRICT
RECYCLED WATER EXPANSION TO NOVATO CENTRAL SERVICE AREA PROJECTS
THE COVELLO GROUP, INC.
July 2016
Scope of Services

PART 1: ASSISTANCE DURING BID AND AWARD PROCESS

- 1. Addendum Support:** Covello will assist the North Marin Water District (District) with addenda and review on an as requested basis.
- 2. Bid Review**
 - a. Covello will attend the bid opening.
 - b. Covello will assist the District with evaluating and reviewing the bid proposals and determining the lowest responsive, responsible bidder.
 - c. Covello will review the bidder's SRF documentation and coordinate the submittal of this information with SRF.
- 3. Insurance and Bond Coordination:** Covello will review the Contractor's bids, bonds and evidence of insurance, assist with insurance review with the District's insurance consultant/legal counsel, and coordinate resolution of comments and/or non-compliance with the Contractor.
- 4. Notice to Award:** Covello will assist the District with the preparation and issuance of the Notice of Award.
- 5. Preconstruction Conference:** Covello will prepare the agenda for the meeting, facilitate the meeting, address administrative and non-design issues, and prepare record of discussions of the meeting for distribution. The District and Contractor's team will attend the meeting. The District will address design issues.
- 6. Partnering Workshop:** Covello will facilitate an abbreviated partnering workshop(s), one 3-hour session for each project.
- 7. Administration & Office Set-up:** Covello will setup the files for the project prior to commencement of construction and coordinate with the District and Contractor for office trailer set-up.
- 8. Public outreach**
 - a. Covello will provide project information to the District to assist in the preparation and issuance of any project information to the public as needed.
 - b. Covello will develop and maintain a Project blog, e-mail and telephone hot line to provide public access to current Project related information and to address public inquiries.
 - c. Covello will keep the District informed of public inquiries.
 - d. Covello will refer all media inquiries to the District.

PART 2: SERVICES DURING CONSTRUCTION

1. Construction Administration

- a. Project Coordination: Covello will act as the project coordinator and the point of contact for all communications with the Contractor. Covello will coordinate activities of the District and Contractor.
- b. Document Tracking System: Covello will establish, implement and maintain a web-based system (Procore), which will maintain and track all correspondence, documents and reports on the Project.
- c. Construction Administration Services: Covello will provide administrative and management services. Covello will receive all correspondence from the Contractor and address all inquiries from the Contractor and construction related correspondence. The District will be responsible for providing any design input.

2. Meetings

- a. Covello will prepare the agenda for the weekly progress meetings and other construction meetings required during the Project.
- b. Covello will facilitate and prepare records of discussions for the progress meetings and other construction related meetings.

3. Scheduling

- a. Covello will review Contractor's initial Baseline Schedule submittal to determine that it is realistic, prepared in accordance with the Contract Documents, that the milestone and Substantial Completion dates meet the overall schedule and that no major conflicts exist. Covello will advise the District of review determinations and provide written comments to the Contractor.
- b. Covello will review the Schedule Updates to track the actual progress of the work, track the progress of the work relative to the planned schedule, and detect any potential delays. Covello will review the Contractor's plan for remedial measures when required to recover or maintain progress. Covello will provide written comments on the reviewed Schedule Updates.
- c. Covello will review the Contractor's requests for Contract time extensions. Covello in conjunction with the District will negotiate schedule adjustments with the Contractor that may be required due to weather delays, change orders or other impacts requiring schedule adjustments.

4. Submittals

- a. Covello will establish, implement and coordinate the web-based system for processing submittals.
- b. Covello will identify with the District any long-lead and major procurement items. Covello will coordinate with the Contractor and District to hold pre-submittal meetings, as necessary.
- c. Covello will receive the submittals from the Contractor and check the submittals for general conformity with the Contract requirements. If obvious deficiencies are apparent in the submittal, Covello will send the submittal back to the Contractor for correction.
- d. Covello will route the technical submittals to the District for review and will route the reviewed submittal back to the Contractor. Covello will review comments on the submittals to determine if additional follow-up with the Contractor is warranted and to identify any scope changes.

- e. Covello will maintain a log and tracking system for submittals. Covello will track the status of submittal review with the District and the status of shop drawing resubmittals with the Contractor.

5. Clarification Process

- a. Covello will establish, implement and coordinate the web-based system for processing clarifications.
- b. Covello will receive all requests for information (RFIs) from the Contractor and determine if the request is a valid RFI; if not, Covello will return the RFI to the Contractor.
- c. Covello will provide a response to the Contractor for any administrative and general RFIs.
- d. Covello will route all other RFIs to the District as appropriate.
- e. The District will review the RFIs and provide design response.
- f. Covello will review the District's response, verify clarity of response and transmit the Response to the Contractor.
- g. Covello will maintain a system for logging and tracking RFIs.
- h. The District will prepare Design Clarifications where design issues are identified. Covello will prepare the Clarification Letter for transmittal to the Contractor of the District's Design Clarification and other District clarifications.

6. Change Order Preparation, Negotiation & Processing

- a. The District will prepare design details for change requests.
- b. Covello will prepare and issue the change request to the Contractor with the appropriate design documents.
- c. Covello will prepare an independent cost estimate and/or verify the acceptability of the Contractor's cost proposal for each change request. The District's input may be requested for specific items and material costs.
- d. In the event the Contractor encounters a time sensitive problem where time is not available to negotiate a settlement, Covello will issue a field order. All work done under a field order will be completed on a time and material basis. Covello will have authority for issuing field orders to a maximum value of \$10,000 without prior notice or approval from the District only if Covello can't reach the District's Representative via cellular phone or office phone. As soon as practical, dependent on field conditions, Covello will advise the District of the issuance of such field order, and the District will execute the field order. Field orders with an allowance greater than \$10,000 will be reviewed and approved with the District prior to issuance.
- e. Covello will provide recommendations to the District on the change order negotiation and will negotiate change orders with the Contractor.
- f. Covello will prepare change orders for execution by the District and Contractor.
- g. Covello will implement and maintain a system for logging and tracking changes.
- h. Covello will establish and maintain Issue Files. The Issues Files will compile all data related to specific items that arise that may have cost or time impacts.

7. Progress Payment

- a. Covello will review the initial cost breakdown prepared by the Contractor and work with the Contractor to develop a mutually agreeable breakdown.
- b. Covello will review and process the progress payment requests as required in the Contract Documents and by the California Public Contract Code.
- c. Covello will verify the quantity and acceptability of stored materials.
- d. Covello will verify the Contractor's construction progress as it relates to the progress billing procedure.
- e. Covello will perform the administration, preparation and processing of the monthly progress payments.
- f. Covello will prepare the summary cover sheet for the progress payments, which will be executed by Covello, the Contractor and the District.

8. Contractor's Certified Payroll

- a. When requested by the District, State, or other agency or public inquiry, Covello will collect but not review certified payrolls from the Contractor.
- b. Covello will coordinate and assist with addressing any inquiries from the Department of Industrial Relations Compliance Monitoring Unit.

9. EIR Conformance

- a. The District will retain a separate firm to furnish environmental services during the Project.
- b. This environmental consulting firm will be responsible for environmental reporting, monitoring and surveying as required by the Environmental Impact Report (EIR).
- c. Covello will schedule and coordinate the work of the environmental consultant and the training of the contractor's personnel.

10. State Revolving Fund (SRF) Loan Coordination

- a. Covello will assist in providing the required documentation for the SRF Loan Program. Covello will assist the District with preparing the necessary documentation for reimbursement requests.
- b. Covello will retain RGM as Labor Compliance Subconsultant. RGM will provide complete wage compliance services, including all requirements of the applicable funding agencies. Tasks include on-site visits and worker interviews, posting of federal and/or state wage determinations, review of payroll records and additional prevailing wage documentation, written notification of deficiencies and verification of restitution, quarterly/bi-annual/annual reporting as necessary, and participation in funding agency auditing process
- c. RGM and/or Covello will tour the Project with the SRF representative during any construction visits and provide replies to any inquiries from SRF.

11. Reporting and District Board Meetings

- a. Covello will prepare project reports as requested by the District.
- b. Covello will attend District Board meetings when requested by the District and present an update to the Board on the status of construction. Estimated frequency is every three (3) months.

12. Field Quality Control

- a. Covello will provide field inspection/observation services to monitor compliance with the Contract Documents.
- b. Covello will prepare daily inspection reports documenting observed field activities, field crews, contractor equipment, and field problems.
- c. No allowance is included in the budget for overtime inspection.
- d. Covello will provide photographic documentation of the project prior to construction.
- e. Covello will provide and maintain digital photographs of field activities for status monitoring of the project and to document field/quality issues.
- f. Special Inspections and Materials Testing: Covello will contract with Miller Pacific to furnish the periodic Quality Assurance Materials Testing and Special Inspections.
 - 1. Special Inspection and Materials Testing will include:
 - a. Soils compaction and relevant testing
 - b. Asphalt compaction and relevant testing
 - c. Concrete sampling and testing
 - d. Concrete anchors as required
 - 2. Covello will schedule, coordinate and has oversight responsibility for the Specialty Inspections and Testing Services.
- g. Coatings: Covello will retain DB Gaya for inspection of Norman Tank external and internal coatings.
- h. No provision has been included in the scope of work or budget for observation, testing and handling of hazardous material.

13. Record Documents

- a. Covello will maintain a record set of Contract Documents to track changes due to RFIs, Clarifications, Change Orders and field adjustments.
- b. Covello will monitor the Contractor's record documents on a monthly basis to determine if they are being maintained by the Contractor and are in substantial conformance with Covello's information. Covello will maintain a log of reviews of the Contractor's record drawings and provide comments to Contractor on what actions appear necessary to correct or add to the drawings. Covello will confirm updated drawings with Contractor.

14. System Outages

- a. Covello will coordinate the System Outage Requests (SORs) for any shutdowns and tie-ins of the Novato Sanitary District's Treatment facilities and/or District's recycled water distribution system.

- b. Covello will review the Contractor's initial SOR and if complete will forward to the appropriate personnel for review, comment and approval.
- c. SORs will be a standing item at the weekly progress meetings.

15. Testing

- a. Covello will coordinate testing requirements and activities.
- b. The District will provide design assistance during testing operations.
- c. Covello will work with the Contractor and the District on the development of the Testing Plans.
- d. Covello will provide oversight and administration of testing.

16. Corrective Work Item List

- a. Covello will prepare the Corrective Work Item list(s) with input from the District.
- b. Covello will confirm that the items identified in the Corrective Work Item list(s) are completed in preparation for issuance of Substantial Completion Certificate.
- c. Covello will prepare the Substantial Completion Certificate for execution by the District and the Contractor when the corrective work items are completed to the District's and Covello's satisfaction.

17. Means and Methods of Construction: Covello will not have responsibility for directing the means and methods of construction. The contractor shall be solely responsible for the means and methods of construction.

18. Safety

- a. Covello will comply with appropriate regulatory, project and District regulations regarding necessary safety equipment and procedures used during performance of Covello's work and shall take necessary precautions for safe operation of Covello's work, and the protection of Covello's personnel from injury and damage from such work.
- b. Neither the professional activities of Covello, nor the presence of Covello's employees or sub-consultants at the construction/project site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, or coordinating their work in accordance with the Contract Documents, District regulations, and any health or safety precautions required by any regulatory agencies. District agrees that the Contractor is solely responsible for job site safety, and District shall provide in the Contract Documents that Covello and its subconsultants shall be named as additional insureds in general liability insurance coverage provided by the Contractor, and that Covello and its subconsultants shall be named as indemnitees under the obligation of the Contractor to defend and indemnify District, to the same extent as the obligation pertains to District.

19. Dispute Resolution

- a. Resolution of routine disputes through the normal efforts of Covello's day-to-day operations will be performed by Covello with the assistance of District as necessary.
- b. Dispute resolution requiring extraordinary efforts or services beyond those listed in this Scope of Work, causing Covello to exceed our Budget or Contract period or requiring dispute resolution services using third parties or special processes (e.g. Mediation, Arbitration, Mini-Trials, Dispute Consultants), are not included in this Scope of Work. If such non-routine dispute resolution activities or services are required, either an amendment or a separate task order will be executed.

PART 3: POST CONSTRUCTION SERVICES

1. Final Inspection and Punchlist

- a. Final Inspection
 1. Covello will have primary responsibility for conducting the final inspection.
 2. The District will participate and provide input on the final inspection.
 3. District will provide design input on final inspection items if determined necessary.
 4. Covello will have oversight and final review responsibility for the final inspection.
- b. Covello will prepare the list of outstanding deficiencies.
- c. Covello will prepare and issue the punchlist(s) from the list of deficiencies.
- d. Covello will have primary responsibility for verifying that the punchlist work is complete.

2. Project Closeout

- a. Covello will address any outstanding items with the Contractor.
- b. Covello will prepare necessary District documentation recommending acceptance of the completed work by the District Board.

3. Construction Report

- a. Covello will prepare and submit a final Construction Report to the District, which shall be an organized record of the complete Project.
- b. Covello will turnover project documentation to the District at the end of the Project. This will include final Record Documents.
- c. Covello will retain all issue files at the end of the project. The District shall have the right to request review and/or copies of the issue files at the District's expense.
- d. Covello shall have full and complete access available to all files created by Covello and turned over to the District during the Project for up to ten (10) years after the completion of the Project. Such access shall include the right to copy any and/or all such files at Covello's expense.

4. Warranty Coordination

- a. Covello will maintain a warranty file during construction.
- b. Covello will participate in the one-year warranty review with the District.

North Marin Water District
Recycled Water Expansion to Novato Central Service Area
Preliminary Level of Effort for Construction Management Services
The Covello Group, Inc.
July 11, 2016

Project		Duration (Days)		Forecast Construction Duration (NTP to Final Completion)														
				Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17
Central Service Area - East		240																
Central Service Area - West		330																
Private On-Site Retrofits		150																
Norman Tank Renovation		150																
Covello Labor Description		Labor Forecast (Hours)		Forecast Monthly Labor Hours														
Title	Name			Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17	Jul-17	Aug-17	Sep-17
PM/Principal	G. Skrel	348	\$ 220	\$ 76,560	8	16	40	40	40	24	24	24	24	24	24	24	12	-
Construction Manager	JD Brosnan	1,744	\$ 160	\$ 279,040	-	40	144	144	144	144	144	144	144	144	144	144	80	40
Inspector	J. Cowsert	1,320	\$ 145	\$ 191,400	-	40	160	160	160	160	160	160	160	-	-	-	-	-
Inspector	S. Brandt	1,600	\$ 145	\$ 232,000	-	-	-	160	160	160	160	160	160	160	160	160	-	-
Office/Field Engineer	N. Nordhoff	1,952	\$ 100	\$ 195,200	-	80	144	144	144	144	144	144	144	144	144	144	144	144
Covello Labor Hours		6,964	n/a	\$ 974,200	8	176	488	648	648	632	632	632	632	632	472	472	472	236
Covello Other Direct Costs (vehicles and supplies)		\$ 12,800	\$ -	\$ 100	\$ 700	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 1,300	\$ 700	\$ 700	\$ 700	\$ 700	\$ 100
Subconsultants																		
DB Gaya (Coating Inspection)	allowance	\$ 12,000																
RGM (Labor Compliance)	allowance	\$ 27,000																
Miller Pacific (QA Tests and Inspection)	allowance	\$ 20,000																
Subconsultant Subtotal		\$ 59,000																
Subconsultant 5% Mark Up		\$ 2,950																
Subconsultant Total		\$ 61,950																
Total		\$ 1,048,950																

Notes & Assumptions:

- Covello's rates are "composite rates" valid through September 2017 and include all expenses for home office expenses, in-house reproduction and travel in the Bay Area in personal vehicles. Prevailing Wage Rates may need to be adjusted depending on the State of California's 2016 and 2017 potential rate adjustments.
- Field trailer, utilities and furniture to be provided by Contractor. Covello is responsible for mobile telephones, computers, tablets, vehicles and supplies.

17

MEMORANDUM

July 15, 2016

To: Board of Directors
From: Robert Clark, Operations / Maintenance Superintendent 
Subject: Bulk Chemical Purchases
X:\MAINT SUP\2016\BOD\BACC update.doc

RECOMMENDED ACTION: Information

FINANCIAL IMPACT: Expected \$9,000 annual savings from 2015 costs.

Over the past four years the District has participated with the Bay Area Chemical Consortium (BACC) for the purchase of three bulk chemicals used at the various treatment facilities throughout the District (Stafford Lake, Deer Island, Point Reyes and Oceana Marin). These chemicals include varying quantities of ferric chloride (FeCl_3), sodium hydroxide (NaOH) and sodium hypochlorite (NaClO). Our per unit costs for bulk chemical purchases utilizing this partnership have continued to stay below costs realized while working on our own to procure these chemicals.

However, and as expected the BACC savings has decreased from 58% in the first year to 7.7% this year. The savings this year is estimated to be just under \$9,000 based on an average year operation at the various treatment facilities. Staff believes that with our continued participation in the BACC competitive bid process provides good value.

The administrative fees for participating in the BACC bid program this year was \$879 approximately 10% of our overall expected savings. Each year the Dublin San Ramon Services District administers the program and receives 4-6 bids for the various chemicals. The program has expanded to 51 participating agencies in 8 geographical areas which continue to allow several vendors to participate.

While there are several other bulk chemicals we use, those noted above are the only chemicals that are not vendor specific. For instance polymers used at Stafford Lake Water Treatment Plant are specifically formulated and tested for optimization of the treatment process, and we have an agreement with IDI DuPont to deliver sodium chlorite.

18

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

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

Date: Friday, July 8th, 2016, Time: 9:30 a.m. – 11:30 a.m.

Location: Marin Community Foundation

5 Hamilton Landing, Novato CA 94949

AGENDA Item and Recommendation

- | | |
|---|-------|
| 1. Call to Order (Jack Gibson, Chair) | 9:30 |
| 2. Public Comment | |
| 3. Approval of the Agenda (1 min.) <i>Approve</i> | |
| 4. Approval of Minutes (5 min) <i>Approve</i> | |
| 5. Treasurer's Report <i>handout</i> (1 min.) <i>Accept</i> | |
| 6. Director's Report | |
| 7. Climate Project Update [Funded NBWA 2012] <i>Information</i> | 9:40 |
| *Caitlin Corwall, Sonoma Ecology Center | |
| 8. The North Bay Watershed Association. <i>Action: Board Recommendations</i> | 10:00 |
| Results of 2016 Member Survey, Direction for FY 2016-17 | |
| *Judy Kelly, NBWA Executive Director | |
| 9. The Bay Area Reliability - Information | 10:45 |
| A major new investigation is underway on how the region might create more interrelationships in water to better prepare for crises conditions | |
| * Carl Gowan, Principal Engineer, MMWD | |
| *Judy Kelly, NBWA Executive Director | |
| 10. Items of Interest | 11:20 |
| 11. Items for next agenda | 11:25 |
| The Health of San Francisco Bay: Issues and what is needed;
potential actions in the North Bay. | |
| *Caitlin Sweeney, Director, San Francisco Estuary Partnership | |
| *Dr. Letitia Grenier, San Francisco Estuary Institute | |

Next Meeting Information: September 9th

Novato Sanitary District, 500 Davidson Street, Novato Ca. 94945

SUMMARY OF BOARD MEMBER RESPONSES TO 2016 NBWA SURVEY

1. What are the most important reasons for your agency to continue to be a member of the NBWA?

- Improve watershed management
- NBWA provides a basis to work in partnership with other agencies, especially to find solutions that involve things that are not under our control; facilitates grants and other funding at state and federal levels.
- Influence policy -- make job of protecting the environment possible/better
- Share ideas and problem solving in watershed planning.
- Funding opportunities for watershed projects.
- Work as a team in cooperation with other local and state entities to deal with water issues, domestic supply, treated sanitation water, flood control, etc.
- Collaborate on state and federal funding for regional solutions; learn best practices of neighboring agencies
- NBWA allows more sharing of views and opens new opportunities
- Protect environment for future generations
- Get up-to-date information on Best Management Practices, enhanced opportunities for protecting resources and working in collaboration
- Dealing with risks to our local watershed and community and possible options and sources of funding

2. Of the Goals outlined above (A-F), which of them are the most important to your organization, which are the least?

From the responses the Goals were roughly ranked: A,C,D,E,F,B - Goals A and C lead by the widest margin. Two responders said all the goals were equal.

- A. Bring local agencies to work cooperatively & effectively on issues of common interest.
- B. Be proactive on watershed-based regulation, which affects areas beyond political boundaries.
- C. Work cooperatively to increase eligibility for watershed based funding.
- D. Maximize effective use of resources.
- E. Enhance the NBWA's influence on local, state, and federal policies and programs.
- F. Educate communities about the importance of watershed stewardship.

Table shows how members ranked current NBWA Goals:

Goal No.	Most Impt	Least
A	9	1
B	2	2
C	9	2
D	3	1
E	4	4
F	3	2

3. What should the NBWA be focused on through funding of projects, Board briefings, and conference planning? [possible topics: *flood management, climate adaptation, funding opportunities, living resource management; regional planning affecting the North Bay...*]

- Funding (7) regional planning (4), cooperative programs (2)
- Other areas have tackled issues and we can learn from them [like Sonoma]
- Need policy change that respects and enhances the watershed
- Break down silos between Community Development and Planning
Are often diametrically opposed to good land management. Planning derives its funding from permits and development; we need to change that model.
- LID, Green Streets, onsite water capture/treatment, grey-water systems,
- Better creek management, our policies are out of date.
- Education of the public to new millennial infrastructure management
- Regulatory changes
- Sharing of information regarding problems, projects and objectives
- More local speakers, sharing new research, hearing volunteers speak, learning more about endangered species and health issues with water

4. Is the size of the NBWA correct for the work it needs to do? If too small, what other entities should be invited to join? If too big, what is your recommendation?

All responders felt the organization was the correct size with these comments:

- Most of the work gets done in committee and the board meets to authorize payment, get educated so that we can disseminate that information down the line. The board seems to be the right size;
- We have had speakers with plenty of time for discussion and questions.
- Still not clear how issues/projects are brought to the Board/committee for consideration. So a flow chart might be useful.

- The board is the right size. However, I do believe that some of the smaller jurisdictions with watershed issues should be encouraged to join (e.g., Ross Valley jurisdictions of Town of Ross, Town of San Anselmo and City of Larkspur).
- Not a matter of correct size - it's having the right players – cities, Sanitary Districts, others
- Better attendance from significant stakeholders on the Board – if they can't attend, send alternate or designate a new representative

5. What do you see as the most significant water and watershed planning challenges facing the North Bay?

- Water quality, habitat restoration, flood management (2) climate change
- Climate Instability: sea level rise (6) Flooding (3) and drought (2)
- Old school policies from 1950's rather than what is needed today
- Lack of effective creek and tree (riparian management) understanding.
- Policies with lip service to the environment but do not value raw land
- Public awareness, passage of Measure AA
- Restoring watershed and bay features altered during development
- Water supply reliability including use of recycled water
- Salt intrusion
- Money to fund research, design, restoration
- Multi-benefit watershed enhancement; on-going drought issues
- Agency coordination and cooperation; stormwater management

6 and 7. How long have you been attending NBWA Board Meetings? Would you say you are a frequent, somewhat frequent, or infrequent attendee?

Most Board members have been on the Board over 2 years, a few 5 years or longer. The majority of responders are frequent attendees.

8. Do the NBWA Board meetings generally meet your interests and desires for the organization? [scale of 1-5; 5 being "strongly meets interests"]

A strong majority of responders believe the meetings meet their interests with 9 rankings of "5"; 6 rankings of "4"; and 2 rankings of "3". Comment included:

- Very educational,

- Always interesting topics and speakers, even though they may not be relevant or valuable to our watershed challenges.
- Very informative
- Seem to be moving away from flood control and other water issues and into other environmental issues

9. What are the top 3 topics you would like to see future presentations on in an upcoming NBWA Board meeting?

- Rutherford DUST watershed/Napa River restoration project
- Funding, climate change - drought and sea level rise
- Pollution of San Pablo Bay – What are the various input streams (including the flow from Suisun Bay) and their contributions. Who is studying this. How/where do they report out?
- Fresh water sourcing for and use by North Bay consumers. What are the limitations, technical and regulatory?
- The cost of and source of funding for Bay regulatory agencies.
- Creating policy change to meet today's water challenges
- Composting toilets—who will be first?
- Outreach, what resources are we maximizing? Who gets what; is it even?
- Ecosystem Services Economics 1A – Valuation for Nature. How can we protect what we don't value?
- Removing Pollution at its Source—Stopping new toxics into the environment
- How private money and public money can work together on bay restoration, [saltworks as example]
- Restoration projects and funding
- Funding opportunities for regional projects
- Regional approaches to water supply reliability in light of climate change
- Flood management, salt intrusion, good design that meets needs
- How we must meet state water quality regulations
- Policy change to meet today's water challenges –de-siloing departments, like Planning from Environmental Health, Flood Management, etc. at the local and state level
- Solar installations at wastewater and water organizations; funding opps
- Permethrin dangers for the aquaculture of the Bay (Including the policies of Vector Control agencies, dragonfly solutions, opting out of VC toxins?)
- Fracking's effect on ground water.
- State regulations re water quality
- Hearing from other regional watershed groups about their activities
- More public education,
- More about endangered species, flora and fauna
- Deeper dive into funding of projects
- Update on what's being done locally and in other regions
- Information on Mt. Tam watershed

10. What are two recommendations for improved NBWA integration and achievement of its mission and goals you would like to share?

- Set clear priorities and tie meeting subjects, projects, conferences together
- Make meeting presentations more clear regarding North Bay ramifications and what actions the Board might consider
- Be more proactive: tie into other group resources [ACWA etc.] to track and report issues esp. legislative items that might influence NBWA
- Create flow chart to show how projects get presented/funded;
- Educate City and County staff /policy makers not usually at this table
- Leverage infrastructure replacement to support bayland restoration
- Get administrative support going
- Help with developing and project and finding funding
- Satisfied with management and presentations

11. Are there other comments you would like to make?

- During construction of projects require local apprentice program
- Wary of organization not creating any new regulations
- Very satisfied with organization
- Good job
- We are about wastewater, how does our county wastewater affect the environment/health on an overall scale?



July 2016 - Director's Report

NBWA Business

- Progress is being made on NBWA website revision – I hope the new site is ready in July.
- The funding agreement with Napa RCD for LandSmart and Straw work is being extended six months [December 31, 2016] to allow for completion.
- Interviews for Administrative support for NBWA at SCWA will be held in mid-July.
- Agreement completed for already-approved NBWA project: education work support for Friends of Petaluma River.
- An NBWA Watershed Council Meeting will be held at the Point Blue offices in Petaluma on July 21st starting at 9:30 am. The agenda covers an update of the status of North Bay efforts on the Prop 1 Disadvantaged Community outreach funding and process now that Measure AA has passed. An agenda is on the NBWA websites.
- Advance planning: no meeting in August. In September the Board will hear details about the recently completed assessment of the overall health of the San Francisco Estuary [both lower Bay and Delta region] and about the set of recommended actions identified to address many of these issues. Speakers will focus on North Bay issues and solutions. In October we will have a chance to hear from Bruce Wolfe, Ex. Officer of the Regional Water Quality Control Board about Board priorities for the North Bay and what to expect from that regulatory agency in the next few years.
- A phone meeting of the NBWA Administrative Steering Committee is planned for 1 – 2:00 pm on July 21st to consider how the Association might want to address dues concerns from small agencies interested in joining the NBWA.

Funding News

- Integrated Regional Water Management Plan [IRWMP] Letters have recently been sent to NGOs and North Bay agencies to determine level of interest and the capacity of organizations to work with the IRWMP program in the North Bay efforts on outreach to Disadvantaged Communities [DACs] regarding DWR's newest funding round. Recall that current efforts are focused on finding partners and defining appropriate processes. This work is for an initial regional amount of \$6.5 million [no match requirement] focused on outreach and project development in DACs. FYI-This funding source is a point of discussion at almost every NBWA Joint Technical Committee meeting; See <http://www.bairwmp.org> for news and update on this funding.
- Measure AA Funding. Information on this fund source can be found at <https://www.epa.gov/sfbay-delta/sf-bay-water-quality-improvement-fund-2016-request-proposals>. The Watershed Council will be looking into the details of this funding source at the next Council meeting [July 21st]. We anticipate a yearly round of this funding and beginning in 2018.

News and Notes

- More about Novato Creek Baylands Vision. In case you missed the June NBWA meeting or would like more information about the exciting work that the San Francisco Estuary Institute is doing in the Novato Creek area, check out the full report about this project online at SFEI's website:
http://www.sfei.org/sites/default/files/biblio_files/NovatoCkBaylandsVision_FC2pt0_SFEI_2015.pdf
- Website of the month. From the highly -regarded and strictly non-partisan California Water Foundation, I recommend their publication concerning California water issues
<http://www.watereducation.org/aquaforia>
- Not-to-miss Publication. If you are not already on the mailing list for the San Francisco Estuary Partnership's "*Estuary News Magazine*" it's a great source for interesting and timely news about the Bay-Delta estuary, our wetlands, and the issues facing the health and vitality of our local ecosystems. Sign up anytime to receive the magazine
<http://www.sfestuary.org/estuary-news/subscribe-donate>
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NORTH BAY WATERSHED ASSOCIATION

Minutes for the meeting of the North Bay Watershed Association (NBWA) Board of Directors.

Date: June 3, 2016
Time: 9:30 a.m.
Location: Novato Sanitary District
500 Davidson Street
Novato, CA 94945

Directors present included:

<u>Board Member</u>	<u>Agency/Organization</u>	<u>Board Member</u>	<u>Agency/Organization</u>
Jack Baker	North Marin Water District	Damon Connolly	County of Marin
Keith Caldwell	Napa Sanitation District	Brad Sherwood	County of Sonoma
Judy Schriebman	Las Gallinas Valley Sanitary District	Paul Jensen	City of San Rafael
Mike Healy	City of Petaluma	Madolyn Agrimonti	City of Sonoma
Jack Gibson	Marin Municipal Water District	Pam Meigs	Ross Valley Sanitary District
Kathy Hartzell	Central Marin Sanitation Agency	Brant Miller	Novato Sanitary District
Pam Drew	City of Novato	Juliana Inman	Napa County FC&WCD

Directors present represented 14 out of the 18 agencies signatory to the Association MOU.

Board Actions:

1. **Call to Order.** Jack Gibson, Chair, called the meeting to order at 9:45 a.m.
2. **Public Comment.** None.
3. **Approval of the Agenda.** (See Handout) The Board unanimously approved the agenda.
4. **Approval of the Minutes of the Board Meeting held May 6, 2016.** (See Handout) The Minutes of the Board Meeting held on May 6, 2016 were unanimously approved.
5. **Treasurer's Report.** (See Handout) The Treasurer's Report was accepted as presented by Judy Kelly.
6. **Proposed Budget for 2016-17.** Judy Kelly Executive Director of NBWA presented the proposed 2016-17 budget and noted much of the material is the same as was presented at the March meeting. She noted that if the Rural Road Rapid Assessment Method project approved, there will be \$39,000 left in unallocated project funds for the 2016-17 year. Ms. Kelly outlined the process for project selection: 1) Board and/or JTC members meet and project concepts are proposed and reviewed. 2) Projects are modified based on comments from the JTC and then brought to the Board to approve or deny funding. 3) If approved, MMWD staff oversees contract or MOU development, 4) Project updates are periodically brought to the Board until completion of the project. Members asked: How do projects get to JTC? [Sometimes JTC identifies needs; sometimes projects come from community members]. Does NBWA or JTC send out solicitations for projects? [No, mostly because of the small amount of money available a competitive process has not seemed warranted]. Does the Board provide the JTC with guidelines or goals for upcoming year or prioritize issues for the watershed? [There is an opportunity to do that, and some projects have been funded at the Board's request]. Are projects listed on the website? [Some summaries, yes, but there is room for improvement and the website is currently under reconstruction]. How many funding requests does NBWA get? [There has been no issue with the amount of money and the amount of projects; we have the right balance of outreach and requests. We could send JTC meeting minutes to the Board so there is more visibility into the project selection process]. Do we award funds to the same groups? [There have been a lot of projects funded for student education programs like the STRAW program and Friends of Petaluma River, but otherwise there has been a good variety]. Do Board members attend JTC meetings? Are they assigned? [No assignment, but Board members can attend whenever they like]. **ACTION:** Chris Choo to provide JTC meeting minutes and staff report to Judy for meeting packets so Board members can be more aware of projects and funding coming through the JTC meetings. Regarding overall budget proposal, there is no recommendation for increase in dues. \$12,500 will be set aside of each year's budget to cover the costs of member sponsorships to the Conference. Final question: is there a possible conflict of interest in asking contractors to make conference sponsorships? [Jack Gibson thought no]. **ACTION: BUDGET APPROVED.**

7. **Proposed Rural Road RAM Project.** Executive Director Judy Kelly made the summary presentation on the proposed project. Erosion from rural roads is an issue for our streams. This proposal is to fund a road Rapid assessment method [RAM]. The Rural Road RAM is an online tool that allows for data to be collected by mobile devices. The RAM tool looks for erosion factors and other data to assess the rural roads and determine which roads are in need of repair. It is being piloted in Santa Cruz and Napa with good results. NBWA is being asked to provide \$25k for a pilot project in the North Bay region. The RAM tool will work on both paved and dirt roads. The consultant, Second Nature (2n) will receive the funds. 2n's tool will expand the mapping and logging capabilities to include the North Bay. Questions from the Board included: Have the 14 people to be trained been selected? [Not yet, but JTC will be involved in the selection]. Will this only track sediment? [Yes, for now due to limited funds]. Are competing software systems available? Why did we pick Second Nature? [There are not a lot of tools around for road assessments and while the tool being done by Second Nature is proprietary, the information will export to other data management systems as they are developed so we are not locked in long term]. How was the Santa Cruz project funded? [EPA grant, public agencies matching]. Jeff Sharp, Napa RCD who is helping with this project, stated that upon completion 2n will ask for a \$20k per county to keep the system running in each county. This would be manageable if there are several partners per county] Q: Is the mapping exclusive to the county? Marin has incomplete roads in the rural areas. Will unincorporated areas be included? [Yes, the tool will incorporate them into the mapping]. **ACTION: PROJECT APPROVED with one no vote.**

8. **The Case for the Bay.** Gary Bobker from The Bay Institute presented on the importance of freshwater inflows to the San Francisco Bay. What does freshwater flow do to the bay? Runoff from watersheds impacts everything else: salinity, sediment/nutrients, water quality, shaping the food web, every ecological process and habitat is impacted by freshwater flow. Numerous bay and estuary species have their abundance closely correlated with freshwater flow conditions. Graphics presented depicted how inflows have reached the bay historically and how much is currently inflow. In the last 40 years, a little over half of the flow is captured before it reaches the bay. We have made major changes to the natural flow with dam construction and movement of water out of the watershed. Flow reduction impacts salinity gradients in the estuary and as a result, impacts fresh and brackish water species and their habitats. Sediment has been greatly reduced due to being captured by dams and by reduced flow regimes. The Board asked: How do tides impact sediments? [Tides generally move material in and out at a somewhat constant rate and are not the biggest issue – we are losing the total amount of sediment replenishing habitat/shorelines/beaches because it is being choked off in the upper watershed. There is a difference between sediment runoff into local streams and the inflow into the bay; they are two different issues. Water quality is being affected by increased clarity [diminished sediment] causing algae blooms which are becoming more common as we're creating better conditions for toxins to form. We are seeing a collapse of species across multiple trophic levels. It's not just the numbers of fish declining; it's their diversity and their productivity. When fish stay upstream, they are closer to the Delta pumps, where they are more likely to be pulled into the pumps. Fishing industry impacts due to the health of the Bay have had a major impact to the local economy. What can be done? 1) Adopt stronger water quality standards for the estuary now; 2) require all water diverters to contribute their fair share, 3) reduce reliance on the Delta as a water supply source for exported water, and 4) integrate flow management with wetland and beach restoration to battle climate change. If you care about the future of the Bay, you need to make your voice heard on this issue in Sacramento and the State Water Quality Control Board. Bay interests need to speak up to counteract the loud voices they hear from competing interests. The Board asked: How do we address the need to replenish groundwater and flow into the bay? [This is a big issue and we have to figure out a way to look at wet conditions with more nuance than we do now to allow water to be moved only after the needs of the estuary are addressed]

9. **Items of Interest.** There were no items of interest discussed.

10. **Items for Next Agenda.**

- * MMWD Staff Presentation – Bay Area Water Reliability Report
- * Board discussion on results of 2016 Member Surveys

Jack Gibson, Chair, adjourned the meeting at 11:30 a.m.

SUBJECT TO BOARD APPROVAL
Submitted By: Judy Kelly,
Executive Director

NEXT MEETING INFORMATION

July 8 – Marin Community Foundation, 5 Hamilton Landing Suite 200, Novato, CA 94949

19

DISBURSEMENTS - DATED JULY 14, 2016**ITEM #19**

Date Prepared 7/12/16

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

Seq	Payable To	For	Amount
P/R*	Employees	Net Payroll PPE 6/30/16	\$128,175.59
EFT*	US Bank	Federal & FICA Taxes PPE 6/30/16	56,589.95
EFT*	State of California	State Taxes & SDI PPE 6/30/16	10,050.64
EFT*	CalPERS	Pension Contribution PPE 6/30/16	32,043.95
1	Able Tire & Brake	Rotation & Tires (5) ('02 Int'l 5 Yd Dump - \$200 & '12 Int'l 5yd Dump Truck - \$1,675)	1,934.79
2	Athens Administrators	Replenishment for Workers' Compensation Checks Written (5/1-5/31 \$2,629) & (6/1-6/30 \$1,535)	4,164.19
3	AT&T	Voice Lines	56.02
4	Backflow Distributors	Back Flow Repair Kits (6)	170.78
5	Bartels, Susan	Refund Overpayment on Closed Account	63.57
6	Bay Alarm	Quarterly Fire Alarm Monitoring Fee (STP) (7/1-10/1/16)	338.19
7	Bennett Trenchless Engineers	Progress Pymt#5: Norman Tank Pipeline Design (Balance Remaining on Contract \$7,964)	9,750.00
8	Bold & Polisner	May Legal Services: Director's Compensation (\$567), Drought Surcharge (\$42), Novato Redevelopment Agency Claim (\$63), Public Record Act (\$63), RW Exp Central (\$42), SCWA(\$357) & SWRCB Well Location Disclosure (\$147)	1,281.00
9	Brenner, Rick	West Marin "Toilet" Rebate Program	200.00
10	Calif Contractors Supplies	Pumice Hand Cleaner (24-22 oz bottles)	329.96
11	Cole-Parmer Instrument	Microscope Slide Covers (60) (Lab)	39.70
12	Day, Kristina & Michael	Refund Overpayment on Closed Account	542.15

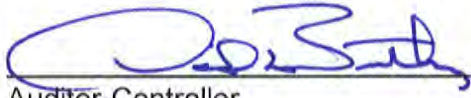
Seq	Payable To	For	Amount
13	DeGabriele, Chris	Exp Reimb: June Mileage	124.20
14	Dublin San Ramon Svcs District	Bay Area Chemical Consortium FY17 Participation Fee for Purchase of Ferric Chloride, Sodium Hydroxide & Sodium Hypochlorite (STP)	879.00
15	Eade, Carole	Novato "WSLE" Rebate Program Residential	78.00
16	Elder, Dennis	Novato "Toilet" Rebate Program	100.00
17	Empire Safety and Supply	Head Harnesses (5) (STP)	211.94
18	Environmental Express	Metal Bottle & Filters (\$79) (200) (Lab)	108.22
19	Fairway Design & Construction	Refund of Deposit/ New Development/ WC Restriction- Novato	1,000.00
20	Fisher Scientific	Sulfuric Acid (4 L), Chloride Standard & Parafilm (\$68) (250 ft reel) (Lab)	138.91
21	Goekler, Jamie	Novato "Toilet" Rebate Program	100.00
22	Goelet, Rip	West Marin "Toilet" Rebate Program	200.00
23	Golden Gate Petroleum	Gas (\$2.40/gal) & Diesel (\$2.22/gal)	1,764.56
24	GG Bridge Hwy & Trans District	NMWD 23% Share of Golden Gate Place SMART Crossing Upgrade	46,704.23
25	Grainger	Bathroom Fan (\$76), Pocket Knife & Battery Pack (3-20 Volt Dewalt) (\$489)	588.56
26	Groeniger	5" Couplings (15)	995.06
27	Hach	Test Solution (500 mL) & Turbidity Meter Calibration Standards (Lab) (\$330)	375.62
28	Hurley, Kenneth	Novato "Pool Cover" Rebate Program	50.00
29	Kasten, David	Novato "Smart Irrigation Controller" Program	180.00
30	Lane, Elbert & Warrenetta	Refund Overpayment on Closed Account	38.13
31	Makela, Don	Novato "Pool Cover" Rebate Program	23.97
32	Marin Landscape Materials	Crushed Rock (24 yds) (\$1,263) & Sand (12yds) (\$587)	1,970.56

Seq	Payable To	For	Amount
33	Marin Reprographics	Toner for Large Format Copier (Engin)	194.67
32	MSI Litho	Business Cards (4,000) (Grisso, Young, Clark, Freeman, Reishmann, Goodpaster & Arendell)	337.13
33	New Pig	Safety Gloves (46-4ml) (STP)	499.44
34	North Marin Auto Parts	2 Cycle Mix Oil, Car Wash Soap (1 gal), Valve Stem Extensions (2), 3/4" Socket Extension, Shop Rags (60 lbs) (\$126) & Latex Shop Gloves (300 pairs) (\$117)	345.28
35	North Bay Gas	Acetyline & Oxygen (\$125), Carbon Dioxide, Spark Lighter for Torches (2), Nitrogen (\$566) & June Cylinder Rental	794.95
36	Novato Builders Supply	Deck Screws (\$33), Concrete (2 yd) (\$389), Rebar, Washers, Lumber, 4" Vent Duet (4), Elbows (2), Duct seal Tape & Sheet Rock Panel (2' x 4') (Less Credit of \$195 Received)	310.91
37	O'Dea, Carol	Novato "Toilet" Rebate Program	100.00
38	Pace Supply	Couplings, Valves (2) (\$1,119) & Flanges (3)	1,470.74
39	ParcelQuest	Annual Online Subscription to Parcel Data Information (7/1/16-6/30/17) (Budget \$1,800)	1,799.00
40	Patin, Lisa	Novato "Toilet" Rebate Program	100.00
41	NMWD Petty Cash	Petty Cash Reimbursement	66.26
42	Pini Hardware	Hasp for Rectifier Cabinet, Hose Fittings for Reservoir Hill Tank, Cat 5 Couplers (2), Caulk (10 oz) (2), Vent Pipes (4), Clamps (3), Lab Parts for DI Water System, Replacement O-rings (Lab), Gap Foam Filler (6-20 oz cans) (\$46) & Door Stop for Front Office	111.90
42	Posada West	Refund Overpayment on Closed Account	30.00
43	Quine, John & Laura	Refund Overpayment on Closed Account	59.13
44	Reliable Crane and Rigging	Crane & Rigging Services to Unload Vault (Zone A Pressure Improvements)	2,096.25
45	Rembowski, Robert	Refund Overpayment on Closed Account	35.09

Seq	Payable To	For	Amount
46	RMC Water & Environment	Progress Pymt#21: Central Service Area Connection @ Novato Treatment Plant (Balance Remaining on Contract \$1,432)	1,509.50
47	Novato-Sunrise Rotary Club	Annual Dues (McIntyre) (7/16-6/17) (Budget \$190)	150.00
48	Sage Software	Annual Maintenance-Abra (\$936) (Budget \$1,030) & Accounting Software-Fixed Assets (\$771) (Budget \$820)	1,707.12
49	Sequoia Safety Supply	Safety Gloves (300) (\$59) & Safety Vest	67.70
50	Shirrell Consulting Services	Dental Insurance Admin Fee	305.10
51	Shirrell Consulting Services	June Dental Expense	8,319.69
52	Shouse, John & Stephanie	Refund Overpayment on Closed Account	70.70
53	Sikora, Susan	Novato "Toilet" Rebate Program	100.00
54	Team Ghilotti	Progress Pymt #1: Stafford Lake Spillway Repair (Bal Rem on Contract \$104,199.00)	45,801.50
55	Terryberry	Service Awards (Breit, Grisso, Holton & DeGabriele)	603.46
56	The Spahr Center	No Account- Return Payment	275.00
57	Trenkamp, Hugh	Novato "Smart Irrigation Controller" Program	199.99
58	USA BlueBook	Sample Tests (6) (\$134), Safety Glasses (9) & Electrode Storage Solution (STP)	222.59
59	US Postal Service	Meter Postage	1,000.00
60	Vali Cooper & Associates	Prog Pymt#3: Construct Management Services for AEEP Reaches A-D MSN B3 Project (Balance Remaining on Contract \$5,524)	2,627.90
61	Van Bebber Bros	Cut 24" x 24" Plate	152.95
62	Verizon Wireless	Cellular Charges: Data (\$163) & Airtime (\$115) (19)	277.91
63	Watersavers Irrigation	Pre-emergent Weed Blocker (50 lbs)	115.83

Seq	Payable To	For	Amount
64	Wigert, J W	West Marin "Rainwater Harvesting" Rebate Program	150.00
65	Ziedman, Kenneth R H	Refund Overpayment on Closed Account	68.92
		TOTAL DISBURSEMENTS	<u>\$373,438.05</u>

The foregoing payroll and accounts payable vouchers totaling \$373,438.05 are hereby approved and authorized for payment.



Auditor-Controller

7/11/16

Date



General Manager

7/11/2016

Date

DISBURSEMENTS - DATED JULY 7, 2016

Date Prepared 7/5/16

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	All Star Rents	Propane (21 gal) (STP)	\$68.28
2	Alpha Analytical Labs	Lab Testing	18.00
3	Athens Administrators	July Workers' Comp Admin Fee	1,000.00
4	AT&T	Internet Service @ PRTP	80.00
5	AT&T	Leased & SCADA Lines	486.19
6	Baker, Jack	June Director's Fee (\$636) & North Bay Watershed Association Meeting on 6/3/16 (\$212)	848.00
7	Black Point Tree Service	Top & Side Trim 2 Trees	1,885.00
8	Brenntag Pacific	Sodium Hydroxide (13 gal) (STP)	4,782.57
9	California State Disbursement	Wage Assignment Order	203.75
10	CalPERS	Health Insurance Premium (Employees \$46,227, Retirees \$10,512, & Employee Contrib \$12,076)	68,814.94
11		Cafeteria Plan: Uninsured Medical Reimbursement	40.00
12	Cook Concrete Products	Precast Concrete Vault (8' x 10' x 9') with Hatch & Ladder (Zone A Pressure Improvements)	15,885.75
13	CSW/Stuber-Stroeh Engineering	Prog Pymt#7: RW Central Service Area (Balance Remaining on Contract \$13,660)	5,948.25
14	CWEA	Annual Membership Renewal (Reischmann) (7/16-7/17) (Budget \$160)	164.00
15	Dell Computers	Replacement PC's (Bentley & K. Lemos)	1,235.96
16	Empire Safety and Supply	Respirator Wipes (1 box)	22.05
17	Environmental Resource Assoc	Reference Sample for pH (Lab)	113.39
18		Vision Reimbursement	15.00

Seq	Payable To	For	Amount
19	Fisher Scientific	Lead Standard (100 mL) (Lab)	31.30
20	Fraites, Rick	June Director's Fee	636.00
21	Golden Gate Petroleum	Gasoline (\$2.46/gal) & Diesel (\$2.39/gal)	2,272.31
22		Cafeteria Plan: Uninsured Medical Reimbursement	134.41
23	Grainger	Ball Bearings for STP Booster Pump Motor (2) (\$95), Lense Cleaner, Threaded Caps (20), Confined Space Ventilation Fan for STP (\$617), Hard Hat & Water Nozzles (2)	786.40
24	Groeniger	Ring Gasket, 2" Clamps (3), Flanges (2) (\$120), Gasket & PVC Pipe (200') (\$653)	854.68
25	Kaiser Permanente	Ergonomic Evaluations (\$2,160) (23 Employees) & DMV/DOT Physical (Ortiz)	2,275.00
26	Kehoe, Chris	Exp Reimb: Safety Boots	200.00
27	LGVSD	Recycled Water Deliveries (1/16-3/16)	11,452.72
28	Lincoln Life	Deferred Compensation PPE 6/30/16	12,909.26
29		Cafeteria Plan: Childcare Reimbursement	416.66
30	McMaster-Carr Supply	Oil-Resistant O-Ring (STP)	19.22
31	Nationwide Retirement Solution	Deferred Compensation PPE 6/30/16	1,400.00
32	Novato Disposal Service	June Trash Removal	438.29
33	Novato Sanitary District	Application Fee for Permit (Zone A Pressure Improvements)	1,415.00
34	NTU Technologies	Cationic Coagulant (47,560 lbs) (STP)	28,060.40
35	Pace Supply	Nuts, Bolts (6 boxes), Mega Lug, Flange Couplings (15) (\$261), Nipples (20) (\$141), Bushings (2) (\$12), Tees (3) (\$392) & Couplings (26) (\$443)	1,397.20
36	NMWD Petty Cash	Safety Snacks, Get Well Card for Employee, Tool Fuel, AWWA Parking, Mileage (\$47) & Safety Buck	140.73
37	Petterle, Stephen	June Director's Fee	424.00

Seq	Payable To	For	Amount
38		Cafeteria Plan: Childcare Reimbursement	208.33
39	RMC Water & Environment	Prog Pymt#9: NMWD Title 22 Engineers Report (Balance Remaining on Contract \$2,942) & Progress Pymt#8: RW Production Evaluation (Balance Remaining on Contract \$14,994)	2,452.50
40	Rockwell Engineering & Equip.	Replacement Pump Ends for Pump #2 at O.M.	16,219.17
41	Rodoni, Dennis	June Director's Fee	424.00
42	Schoonover, John	June Director's Fee Less Deferred	586.00
43	SMART	NMWD 23% Share of Golden Gate Place Smart Crossing Upgrade	46,704.23
44	Strahm Communications	Novato Spring Waterline - Printing (\$3,194) & Mailing (\$1,446) (18,700) & West Marin Spring Waterline - Printing (\$1,301) & Mailing (\$183) (885)	6,125.92
45	The Granite Store Remodeling	Refund Deposit /New Development / Water Restriction Novato	1,000.00
46	Ultra Scientific	Mineral Samples (Lab)	73.45
47	USA BlueBook	Sump Pump Check Valve (Dillon Beach Lift Station)	182.40
48	Watersavers Irrigation	Irrigation Valve & Repair Kit	96.00
49	Willow Tree Stables	NMWD Share of Vineyard Road Maintenance	436.42
		TOTAL DISBURSEMENTS	<u>\$241,383.13</u>

The foregoing payroll and accounts payable vouchers totaling \$241,383.13 are hereby approved and authorized for payment.


Auditor-Controller

7/5/16
Date


General Manager

7/5/2016
Date

DISBURSEMENTS - DATED JUNE 30, 2016

Date Prepared 6/27/16

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

Seq	Payable To	For	Amount
P/R*	Employees	Net Payroll PPE 6/15/16	\$127,417.97
EFT*	US Bank	Federal & FICA Taxes PPE 6/15/16	56,501.14
EFT*	State of California	State Taxes & SDI PPE 6/15/16	9,844.61
EFT*	CalPERS	Pension Contribution PPE 6/15/16	32,322.71
1	Accurate Forklift	Replacement Forklift Tires (4) (STP)	1,967.10
2	Alpha Analytical Labs	Lab Testing (Novato & W.M.)	2,125.00
3	American Family Life Ins	Employee Contribution for Accident, Disability & Cancer Insurance	3,631.86
4	Badger Meter	Cellular Meter Monthly Charge (19)	16.72
5	Black Point Tree Service	Trim Tree Limbs Back to Base @ Nunes Tank	850.00
6	CDW-Government	Battery Backup for STP Operator PC	118.76
7	Cel Analytical	Lab Testing	473.00
8	CI Actuation	Recondition 12" Motorized Valve Indicator Switch Assembly	662.16
9	Cinquini & Passarino	Prog Pymt#1: Surveying Services: PRE Tank 4A (Balance Remaining on Contract \$9,804)	3,996.00
10	Core Utilities	Consulting Services: May IT Support (\$5,000), Rectify Radio Virus Problem (\$475), Ridge Road Radio Installation (\$475), CORE Utility Billing Revision (\$525), Website Revision (\$450), Update District's Engineering Job Tracking Database (\$1,400) (Balance Remaining on Engin Database Contract \$12,600)	8,325.00
11	Cummings Trucking	Sand (47 yds) (\$2,567) & Rock (82 yds) (\$3,199)	5,766.51

Seq	Payable To	For	Amount
12	Cutrer, Lilly	Novato "Toilet Rebate" Program	300.00
13	Davis, Marion	Novato "Cash for Grass Rebate" Program	400.00
14	DeRosa, Louise	Novato "Toilet Rebate" Program	100.00
15	Ehlers, Jeffrey	Novato "Toilet Rebate" Program	100.00
16	Electrical Equipment	Power Transformer for Pump @ STP	120.32
17	Equipco	Repair Sonde Monitoring System Probes (STP)	1,391.64
18	Fisher Scientific	Silver Nitrate (500 mL) (Lab)	30.31
19	Genterra Consultants	Prog Pymt#1: Evaluation of Piezometers & Upstream Slope Protection @ Stafford Dam (Balance Remaining on Contract \$32,641)	7,358.90
20	Goodpaster, Stacie	Exp Reimb: Parts for Emergency Repair of Deionization System (Lab)	67.34
21	Grainger	CFL Light Bulbs (6) (\$101), Replacement Security Cameras @ STP (2) (\$4,039), Cooling Fan for Motor Control Center (\$186), Hand Tap Set (\$156), Screwdriver Set (\$120), Hand Ratchets (4) (\$229), Drifts Pump Sets (2) (\$176), Pry Bar Set (\$132) & Hose to Pipe Adaptor (7)	5,201.46
22	Groeniger	Box Lids (3) (\$274), Nipples (15) (\$335), Corrosion Protectant (6 qts) (\$261), Flanges (3) (\$282), 3/4" Bolts (500) (\$924), Tees (10) (\$161), PVC Adaptors (2), Meter Boxes (3) (\$100) & 6" & 8" PVC Pipe (300') (\$1,311)	3,663.98
23	Grundfos CBS	Parts to Rebuild Booster Pump (STP)	1,781.99
24	Hach	Replacement Controllers (6) (\$11,628) & Reagents (STP)	12,041.40
25	Harrington Industrial Plastics	Plumbing Supplies (\$73) & Valves (4) (STP)	117.97
26	InfoSend	May Processing Fee for Water Bills (\$1,562) & Postage (\$4,095)	5,657.55
27	Irish & Son Welding	Misc Welding Services	720.00
28	John's Plumbing	Install Washer Shut-off Valve (25 Giacomini Rd)	374.00

Seq	Payable To	For	Amount
29		Cafeteria Plan: Uninsured Medical Reimbursement	55.00
30	Kizirian, James	Novato "Washer Rebate" Program	50.00
31		Cafeteria Plan: Uninsured Medical Reimbursement	205.00
32	Macdonald Architects	Lynwood P/S Motor Control Center Replacement (Balance Remaining on Contract \$3,293)	624.84
33	Maider, Deborah	Novato "Washer Rebate" Program	50.00
34	Mario Tantarelli	Flagger/ Traffic Control Class (13 Employees)	1,300.00
35	Marin Sanitary Service	Document Shredding (8 bins)	305.00
36	Marin, County of	Annual Septic Permit (25 Giacomini Rd)	535.00
37	Martrano Enterprises	Replacement Microphone Kit for STP Gate Operator	116.55
38	McAghon, Andrew	Lawn-Be-Gone Mulching Program (Balance Remaining on Contract \$816)	390.00
39	MCK Services	Refund RW Load Security Deposit Less Charge for 2 RW Loads and 2 RW Truck Magnets	40.00
40	McMaster-Carr Supply	Equipment Cooling Fans (3) (\$318) & Control Power Transformer Fuses (4)	364.87
41	Modena, Steve	Novato "Washer Rebate" Program	50.00
42	Mutual of Omaha	July Group Life Insurance Premium	821.36
43	Neopost USA	Postage Meter Rental	85.73
44	Novato Disposal Service	May Trash Removal	438.29
45	Office Depot	Memory Cards for Hach Controllers (7) (STP)	159.48
46	Pace Supply	Double Check Valve (2) (\$205), Elbows (40) (\$383), Bushings (4), Hymax Coupling (\$286), Nipples (25) (\$288), Plugs (14), Flange (\$80) & Valves (10) (\$2,537)	3,830.20
47	Pape Machinery	Fuel Pump ('04 Backhoe)	138.66

Seq	Payable To	For	Amount
48	Parkinson Accounting Systems	May Professional Services: Modified Purchase Order Entry Screen	97.50
49	Point Reyes Prop Mgmt Assn	June HOA Dues (25 Giacomini Rd)	75.05
50	Novato Postmaster	Annual P.O. Box Fee	384.00
51	Power Industries	Replacement Motor & Gear Reduction Box for Filter @ STP	2,604.89
52	Pumping Solutions	Replacement Pulsation Dampener (STP)	851.29
53		Cafeteria Plan: Childcare Reimbursement	498.50
54		Vision Reimbursement	156.60
55	Saunders, Alan & Joanne	Novato "Washer Rebate" Program	50.00
56	Scheller Construction	Provide & Install 3 Solid Core Doors With Windows for Yard Offices	2,317.00
57	Shemesh, Jacob Jack	Novato "Toilet Rebate" Program	254.97
58	Sierra Chemical	Chloride (2 tons)	1,151.69
59	Skillpath Seminars	Excelling at Managing People 2-Day Workshop (7/25-7/26) (Manzoni)	299.00
60	Soroptimist International of Novato	Annual Dues (Young) (7/1/16-6/30/17) (Budget \$180)	175.00
61	SPG Solar	May Energy Delivered Under the Solar Services Agreement	12,031.29
62	Steel Structures Painting Council	Membership Renewal (McIntyre) (7/16-6/17) (Budget \$100)	95.00
63	Syar Industries	Asphalt (5 tons)	813.87
64	Tamagno Green Products	Sludge Removal (92 yds) (STP)	2,300.00
65	Tap Masters	Line Stop on 16" Steel Main to Bel Marin Keys (Zone A Pressure Improvements)	16,378.00
66	Thatcher Company of California	Ferric Chloride (10 tons) (STP)	4,665.76
67	Thomas Scientific	Gloves (10) & Petri Dish (600) (\$197) (Lab)	287.58
68	Township Building Services	May Janitorial Services	1,822.84

Seq	Payable To	For	Amount
69	United Parcel Service	Delivery Service: Sent Electrical Gloves for Testing, Backflow Testers in for Recalibration, Standard Weights for Calibration (Lab), Standard Weight Returned after Calibration, 12" Valve Unit Switch for Repair, Fluke for Calibration & Chlorine Scrubber Media for STP	109.47
70	Univar	Sodium Hypochlorite (4 drums)	753.56
71	Utiliworks Consulting	Progress Pymt#3: AMI Consulting (5/1-5/31/16) (Balance Remaining on Contract \$153,571)	15,952.50
72	Verizon Wireless	June CIMIS Station Data Transfer Fee	39.49
73	VWR International	Thermometer Probe (\$252), Filters (100) & pH Storage Solution (Lab)	472.83
74	Waste Management	Disposal of Misc Debris	16.80
75	White & Prescott	Prog Pymt #8: Plum St. RW Tank (\$640) (Bal Rem on Contract \$10,890), Prog Pymt#9: Pointe Marin Water Line Easement (\$920) (Balance Remaining on Contract \$9,970), Prog Pymt#10: Briarwood-Redwood Water Line Easement (\$920) (Balance Remaining on Contract \$9,050)	2,480.00
76	Wiley Price & Radulovich	SB579 Use of Sick Leave to Participate in Childrens' School Activities (\$234) & Timing of Final Paycheck (\$130)	364.00
TOTAL DISBURSEMENTS			<u>\$370,503.86</u>

The foregoing payroll and accounts payable vouchers totaling \$370,503.86 are hereby approved and authorized for payment.


Auditor-Controller

6/28/16
Date


General Manager

6/28/2016
Date

MEMORANDUM

To: Board of Directors
From: David L. Bentley, Auditor-Controller
Subj: Fleet Fuel Economy - Gasoline
t:\aclword\vehicle\fleet fuel economy at fy16 - gasoline.docx

July 15, 2016

RECOMMENDED ACTION: None

FINANCIAL IMPACT: None

Below is a summary of gasoline purchases and use for the District's fleet of trucks (24) and small cars (3) for FY13, FY14, FY15 & FY16. It shows total gasoline gallons purchased as well as the average cost per gallon. The average fleet miles per gallon is also shown for each FY.

Gasoline	FY13	FY14	FY15	FY16
Avg Cost/Gallon	\$3.80	\$3.72	\$3.11	\$2.53
Miles Driven	191,653	193,756	211,972	206,842
Gallons Purchased	15,431	15,205	17,160	16,514
Fleet MPG	12.4	12.7	12.4	12.5



**NORTH MARIN
WATER DISTRICT**

June 27, 2016

999 Rush Creek Place
P.O. Box 146
Novato, CA 94948

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415.892.8043

EMAIL
info@nmwd.com

WEB
www.nmwd.com

Mark Cowin, Director
Department of Water Resources
1416 9th Street, Room 1115-1
Sacramento, CA 95814

RE: Funding for Advanced Metering Infrastructure in Water-Energy Grant Program

Dear Mr. Cowin:

The North Marin Water District respectfully requests your support for funding in the Water Energy Grant Program for Advanced Metering Infrastructure (AMI).

The District serves over 63,000 customers in Novato and West Marin in a 100 square mile portion of Marin County, and has elected to move forward with an AMI deployment because it is an important long-term step to increase and sustain water use efficiency efforts. AMI will enable the District to realize a number of important benefits for our customers and the North Marin community where concern about water conservation and environmental issues is high. Some of the advantages of AMI are:

- Reduce water loss due to leaks. By providing a continuous flow of water use information, AMI enables the analysis of data to quickly spot anomalies, identify leaks and notify water users about undetected or excessive water use.
- Help our customers save water. Providing customers with specific, timely knowledge about their water use enables them to identify additional water and energy savings that are cost-effective. According to the California Water Foundation, customer engagement programs that leverage timely water use data can reduce water consumption by up to 6.6% and increase participation in utility water use efficiency programs.
- Reduce airborne emissions related to data collection. The District currently reads water meters manually, which requires daily transportation with light trucks to the meter location for data collection. AMI technology collects water use data through secure digital information systems that eliminate vehicle trips currently used to read meters, detect potential customer-side leaks, and commence service, reducing not only greenhouse gas emissions, but also air-pollutants and traffic congestion.

Two years ago, the Water-Energy Grant program provided grant support to local water agencies to implement AMI systems. Since then, the needs to improve water use efficiency and provide consumers better information about their water use have only intensified. Since June 2015, North Marin customers have responded to the California Drought by reducing water consumption 30% compared to 2013 water use. However, as a result, the District was required to adopt a 7% commodity rate increase to partially offset the reduced sales volume and maintain operations. While

the worst of the drought may be over in our region, we must prepare for long-term drought resiliency. State assistance to help the District modernize its metering infrastructure and data collection would enable the District to continue to move forward with its water use efficiency and GHG reduction efforts at a time of tight budgets. Specifically, North Marin Water District requests your help in two ways:

First, we respectfully request that you include grant funding for AMI as an eligible expense in the Water-Energy Grant program. We believe the Department should have increased flexibility to assist water districts with the up-front capital cost of AMI. We understand that the current draft guidance would not count the greenhouse gas reductions resulting from reduced truck trips since the California Air Resources Board has not quantified the GHG savings from AMI. We urge you to allow water Districts such as North Marin Water District to demonstrate GHG reductions in their applications for funding assistance with AMI and to include in this demonstration the reductions resulting from fewer truck trips.

Second, we request that the Department push for increased funding for the Water-Energy Grant program in next year's budget. We believe water districts across the state would benefit from a larger program. We have a strong case for funding in North Marin Water District and believe that continuing support of a Water-Energy Grant program that supports a wider variety of water conserving technologies and infrastructure – including AMI - is important.

The Department of Water Resources has been a great partner with water districts in the past, and we thank you for your consideration of this request. Please let me know how we can be of assistance on this matter.

Sincerely,



Chris DeGabriele
General Manager

c: Hon. Marc Levine, California State Assembly
Hon. Mark McGuire, California State Senate
Dave Bolland, ACWA



June 21, 2016

Delivered by e-mail to: DAS-DrinkingWaterFees@waterboards.ca.gov

The Honorable Felicia Marcus, Chair
and Members of the State Water Resources Control Board
c/o Jeanine Townsend, Clerk to the Board
State Water Resources Control Board
1001 I Street, 24th Floor
Sacramento, CA 95814

Subject: SWRCB Draft Drinking Water Fee Regulations

Dear Chair Marcus and Members of the Board:

Thank you for this opportunity to address the drinking water fee structure proposed by the State Water Resources Control Board (State Water Board). We, the undersigned agencies, are greatly impacted by the proposed drinking water fee structure and thereby wish to register our concerns.

The proposed fee structure, if enacted, *would increase annual drinking water fees to our retail water agencies between six and eleven times* over that for which the same State services were invoiced in 2014-15, while the vast majority of water systems will see their fees reduced under this proposal. As such, we have a duty to our ratepayers to question the fairness of the proposed rate structure and to call for more balanced rate structure options that still achieve the State Water Board's overarching goals.

Do the Draft Drinking Water Fees meet the State Water Board's Goals?

Over the past year we have participated in and followed the stakeholder meetings hosted by State Water Board staff. Through this process, we understand that the State Water Board's

main goals for the proposed structural changes in the Drinking Water Fees are as follow:

1. State Water Board Revenue Sufficiency and Stability
2. Fee Structure Design Simplicity
3. Fee Relief for Disadvantaged Communities
4. Equitable Distribution of Expenses among all Community Water Systems

Our agencies agree that these goals are important for the State Water Board and we support changes in the fee schedule to accomplish these goals. However, we believe that the proposed fee schedule does not meet the fourth goal of providing an equitable distribution of expenses among all community water systems and as such we call on the State Water Board to seek a more equitable option.

Defining “Equitable”

Currently, the State Water Board’s Drinking Water Program Fee Schedule for Large Water Systems¹ (LWS) has been based on a “fee for services” cost recovery, meaning that each LWS has equitably paid for the oversight rendered by the State Water Board. Under this fee structure, there has been an incentive for LWSs to build into their operations the internal staffing and other resources to be able to provide technically superior reports to the State Water Board. This highly resourceful communication model has allowed the State Water Board to be as efficient as possible in its regulatory role, and those savings are passed down to the LWSs in the form of fewer billable hours.

We believe that a balanced analysis should evaluate the *total* program costs per service connection (State Water Board *and* Public Water System), not just the State Water Program costs per connection, in order to fully account for the integrated financial impacts to the ratepayers.

From the LWS ratepayer’s perspective, the investment in increased utility resources (staff and consultants) is justifiable in order to accomplish reduced regulatory impacts. We consider the fee for service model to be eminently equitable and in alignment with the reasonable cost nexus asserted by Proposition 26.

Revenue Sufficiency Cost Shifting

In addition to the fee structure goals, the State Water Board seeks to establish an initial budget for the Division of Drinking Water sufficiently high to be able to cover all costs plus a 10% reserve to cover unforeseen expenses. The result is an 80% increase in budgeted revenues as compared to just two years ago² (from \$11.5 million in 2014–15 to \$20.7 million) that is to be billed to the water agencies. We support approaches that allow the Drinking Water Program to be fully funded, but we ask for recognition that this cost increase is substantial. Our agencies are especially impacted with six to eleven-fold cost increases, all within a backdrop of reduced revenues as a result of the drought. This fee increase will be a hardship for our agencies to pay.

If no changes to the rate structure had been proposed, all LWS agencies would expect to see an increase in the State Water Board’s hourly fee from \$153/hour to approximately \$275/hour

¹ Public water systems serving 1,000 or more service connections.

² Actual data from FY 2015–16 is not available to us to evaluate.

(+\$122/hour) in order to meet the increased budget. Yet, 244 of the 680 LWSs (36%) will see their annual fees decrease by a total of \$1.63 million as compared to FY 2014/15 fees under the current proposal. Essentially, the remaining 436 LWSs will be paying for all of the Drinking Water Program's budget increases plus pick up \$1.63 million of the fees that 244 of the LWS used to pay. We do not believe this is equitable either.

Small Water Systems Should Pay Fair Share

We share the State Water Board's goal of providing financial assistance to severely disadvantaged communities (SDAC) and support the proposed \$100 flat fee (up to 100 connections) or \$2/connection (between 101 and 1,000 connections) within communities with a median household income of 60% or lower. However, there is no justification for significantly decreasing annual fees for all Small Water Systems³ (SWS), as is proposed. With the costs of the Drinking Water Program increasing by 80%, it is not reasonable to reduce fees on small water systems that cannot demonstrate a financial hardship per the SDAC exemption.

Conclusions

We, the undersigned agencies, wish to partner with the State Water Board to find a way in which the State Water Board's goals can be met. We are willing to consider a "fee-per-connection" fee structure in order to provide the State Water Board with the revenue sufficiency and stability it needs. However, we cannot support the rate structure proposed to us based on the inequities noted above.

Fundamentally, we believe:

- Severely Disadvantaged Communities should be allowed discounted fee schedules. Since it is unknown how many water systems will qualify for this discount, we ask that a report be provided within a year's time detailing how many systems have been able to demonstrate need for this discount.
- Fees for Small Water Systems should not decrease over the status quo. At the status quo, Small Water Systems essentially *are already receiving a discounted rate* by virtue of not seeing their fees increased commensurate to the 80% budget increase.
- The fee structure for Large Water Systems should allow for a greater number of tiers and include deescalating fee amounts per tier such that a better balance in fee impacts across all Large Water Systems is achieved. We believe that adding tiers still supports the State Water Board's goal of achieving fee structure design simplicity.
- Sufficient data analysis will be required to be able to determine if the State Water Board's goals were met to its satisfaction and what the impacts to water systems statewide has been. As such, we believe the Drinking Water Program staff should continue to record "billable" hours and other performance metrics in order to evaluate what, if any, changes transpire as a result of this fee structure change. Further, we believe the State Water Board should invite a diverse group of water agencies to partner with Drinking Water Program staff in the evaluation of this data one year hence.

³ Public water systems and non-community water systems with fewer than 1,000 service connections.

Thank you for your time and attention to our concerns. We welcome your questions and continued dialogue on this important matter.

Sincerely,



Mr. Allen Carlisle, CEO/General Manager
Padre Dam Municipal Water District



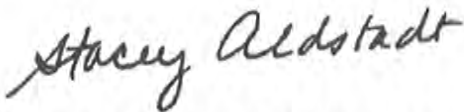
Mr. Thomas C. Esqueda, Director
City of Fresno Department of Public Utilities



Ms. Halla Razak, P.E., Director
City of San Diego Public Utilities Department



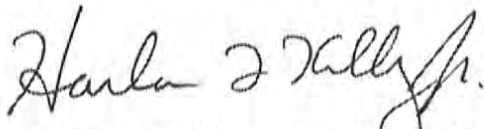
Mr. Chris DeGabriele, General Manager
North Marin Water District



Ms. Stacey R. Aldstadt, General Manager
City of San Bernardino Municipal Water District



Mr. Jerry Brown, General Manager
Contra Costa Water District



Mr. Harlan L. Kelly, Jr., P.E., General Manager
San Francisco Public Utilities Commission



Ms. Linda Reed, Interim Director
Santa Rosa Water



Mr. Paul D. Jones II, P.E., General Manager
Eastern Municipal Water District



Mr. Andrew R. Gere, P.E., President and
Chief Operating Officer
San Jose Water Company



Mr. Albert Gastelum, Director of Water Quality
Los Angeles Department of Water and Power



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California State Senate

SENATOR
ROBERT M. HERTZBERG
EIGHTEENTH SENATE DISTRICT
REPRESENTING LOS ANGELES COUNTY



COMMITTEES
GOVERNANCE AND FINANCE
CHAIR
ELECTIONS AND
CONSTITUTIONAL AMENDMENTS
ENERGY, UTILITIES
AND COMMUNICATIONS
JUDICIARY
NATURAL RESOURCES
AND WATER

June 24, 2016

To the Supporters of Senate Bill 163:

I am writing to thank you for your support and assistance on Senate Bill 163 this year. I also want to let you know that I will be introducing legislation next year, building on this and requiring coastal wastewater dischargers to eliminate the practice of throwing good water into the ocean.

Senate Bill 163 was an attempt to preserve a precious resource – fresh water – by setting a reasonable goal for treated water reuse while offering relief for those entities that need it. Unfortunately, we were unable to work with the opposition on technical aspects of the bill and they remained opposed to any mandate. This is unacceptable to me, and when faced with weakening the bill for this week's hearing in the Assembly, I chose to shelve it for the year and begin with a fresh bill next year.

As you know, California and the world are rapidly urbanizing. Coastal cities and towns will bear the brunt of this future growth. Coupled with California's cyclical droughts and changing climate, local governments will struggle to keep pace with increased demands to provide sufficient drinking water. Yet one good resource is going to waste every day as California water agencies pour between 1 and 3 billion gallons of treated water into the ocean daily – enough for 3-8 million California households!

We face a real challenge about how to address water reliability and supply issues in the future. Solutions will require us to upset some preconceived notions; starting with the notion that treated water is not a waste product, but a valuable resource to be protected.

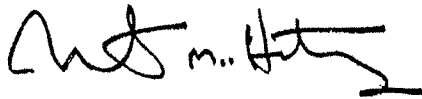
Getting to solutions will require institutional changes at the state and local level, as well as system redesigns to ensure new alternatives for water supply and reliability are available in the next ten to 15 years. Historically – and unfortunately – there is a strong preference in government to focus on immediate spending and benefits, rather than the long-term.

My bill next year will begin to recreate that framework on a few levels. First, we will protect treated water as a valuable resource. Second, we will build up the expectation that local

governments will be held accountable for long-term investments in sustainable water supplies. And third, we will develop a coalition of partners to inform members and the public about the importance and benefits of water reuse. Because the current model of praying for rain and moving water across vast deserts is unsustainable.

I look forward to working with you next year to set California on a path to a more sustainable water future.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob M. Hertzberg". The signature is fluid and cursive, with a long horizontal stroke at the end.

ROBERT M. HERTZBERG
Senator, Eighteenth District

GENERAL MEMBERSHIP MEETING – July 16, 2016

OCEANA MARIN ASSOCIATION GENERAL MEMBERSHIP MEETING

Saturday, July 16, 2016, 1:00 PM
Tomales Town Hall (upstairs), Tomales, CA

AGENDA

Call to Order

Member Introduction (also indicate if you have a specific concern for the Member Forum)

Presentation by and/or Q & A

- Tomales Fire Station – Capts. Tom Nunes/Jesse Rudnick and Senior Fire Captain/Eric Cutler, President of Tomales Volunteer Fire Company
- North Marin Water District-sewer – Chris DeGabriele/Drew McIntyre
- Cal Water – Report from Gay Guidotti
- Lawson Landing Update – Willy Vogler
- Estero Mutual Water Company (EMWC) – John Brezina/Marsha Englebrecht
- Dillon Beach Emergency Response Team (DBERT) – Ted Melden
- CC&R Committee Update – Norman Main
- West Marin Senior Services – Mark Solomons, Volunteer Coordinator
- Sharp Property Services – James Sharp
- Opening of Nominations for 2017-2018 OMA Board Positions – 2 Full-Time Positions and 2 Part-Time Positions

Reports:

- | | |
|-----------------------------------|---------------|
| • Financial Report | Bob Bell |
| • Legal/Insurance/Reach Agreement | Luana Pinasco |

Member Forum

Any member present may bring up additional items for discussion and/or future Board action.

Next OMA General Membership Meeting (tentative): January 21, 2017

Adjournment – approximately 3:00 PM

Social Hour: Please plan to remain to socialize after the formal meeting, hors d'oeuvres, wine, beer and soft drinks will be provided



BOD MISC

MEDIA RELEASE

July 13, 2016

For Immediate Release

Contact: Sean McGlynn, City Manager (707) 543-3010

DAVID GUHIN SELECTED AS DIRECTOR OF PLANNING AND ECONOMIC DEVELOPMENT

Santa Rosa City Manager Sean McGlynn announced today the appointment of David Guhin as the Director of Planning and Economic Development. He will begin in this role immediately.

Mr. Guhin brings over 15 years of experience in the public sector, most of which has been with the City of Santa Rosa's Water Department. In his time with the Water Department, Mr. Guhin led both the Engineering/Asset Management Division and Operations Division, and he served on several regional and state-wide water boards and committees prior to becoming the department Director in 2012. As Director of Santa Rosa Water, Mr. Guhin oversaw a staff of 250 employees and was responsible for water supply, distribution, and wastewater collection for the City of Santa Rosa, and wastewater treatment and reuse for the Cities of Santa Rosa, Sebastopol, Rohnert Park, Cotati, and the South Park Sanitation District which collectively serves over 230,000 people.

With Santa Rosa Water in a stable and successful mode of operation, in July 2015 Mr. Guhin was asked to lead the former Community Development Department through a series of strategic changes. His first tasks were to tackle the organizational changes that would create the new and revitalized Planning and Economic Development Department and to engage staff in visioning, developing, and implementing a comprehensive Process Improvement Action Plan aimed at positively altering the experience of doing business with and for the City.

In his time with Planning and Economic Development, Mr. Guhin has established the ongoing process improvement implementation, integrated the Engineering Development Services and Economic Development Divisions into the department, guided the development of the Housing Action Plan, and is leading the development of a comprehensive policy on medical cannabis. In addition, Mr. Guhin has been active in developing productive relationships with a diverse range of community stakeholders, and he works closely with the City Council and staff across all departments to address the City Council's goals.

Acknowledging Mr. Guhin's temporary status with the department, City Manager Sean McGlynn embarked on a nationwide search for a new director. "The response to this position, which is critical and pivotal for the City, was impressively broad with almost 80 resumes received from all over the nation," said Mr. McGlynn. After completion of the recruitment process and an interview process that included multiple panels comprised of a diverse stakeholder group, Mr. McGlynn states, "I made the decision that David Guhin is in the best position and is the most qualified individual to provide continuity and leadership to pursue the key goals and opportunities ahead of us. I am impressed with David's collaborative approach and his infectious tenacity and dedication to this City. I look forward to working with him and his staff in accomplishing great things for Santa Rosa."

Mr. Guhin holds a Bachelor's of Science degree in Engineering from the South Dakota School of Mines and Technology, and he is a Registered Professional Engineer in the State of California. Mr. Guhin's recent community involvement includes being Past President and current board member for the Redwood Empire Food Bank, and he was the co-chair for the Amgen Tour of California local organizing committee.

###

NMWD raises rates, hopes for improvements

By Samantha Kimmey
06/30/2016

The North Marin Water District board approved modest increases for West Marin water rates with little fanfare on Tuesday, but a bigger jump in sewer rates for part of Dillon Beach prompted protests and an incremental schedule for the change.

The hikes are meant to help fund major capital projects to improve the systems, and more annual increases are to come in the foreseeable future.

The water rate boost in Point Reyes Station, Olema and Paradise Ranch Estates—where bills will rise \$32 per year for the average customer, bringing the district an estimated \$40,000 extra annually—is meant to help fund significant capital needs: the district has \$5.7 million worth of system improvements that it hopes to undertake in the next five years.

“That’s a very aggressive schedule,” David Bentley, the district’s chief financial officer, said at a public hearing at the Dance Palace Church Space.

In the upcoming fiscal year, the most expensive project will be the replacement of a water tank in Paradise Ranch Estates that burned over two decades ago in the Mount Vision Fire, which will cost \$450,000 this year and \$525,000 total. Other projects planned for this year include the replacement of filters at the Point Reyes Station treatment plant at a cost of \$75,000 and the first phase of construction of a \$300,000 second well on the Gallagher Ranch. The new well is a follow up to a \$3 million well built in 2014; both are meant to curb the district’s use of old wells at its Coast Guard site when they suffer from salinity intrusion.

In the next five years, the district has even bigger plans, such as a \$1.2 million solids-handling facility at the West Marin treatment plant, with construction starting in 2018. These days, after sediment, iron and manganese are filtered through green sand inside repurposed brewery tanks, the residue is simply discharged to the land. To better dispose of it, the district wants more tanks so the material can settle and be disposed of offsite.

North Marin also wants to make improvements to the plant itself, which was built in the ‘60s and ‘70s, in 2020. That project was last estimated to cost \$2.8 million.

According to Mr. Bentley, the district is hoping to find grant funding for the improvements.

That’s not surprising, since the capital projects would amount to \$3.4 million of debt. “That’s a legitimate concern. That’s a lot of debt for 779 customers,” he said, though he added that the projects have been repeatedly pushed back in years past because of the financial concerns.

Drew McIntyre, the district’s water engineer, said that the costs for the expensive treatment plant improvements could come down if the district acquired more room at the treatment facility—which they believe is possible after the federal government sells the Coast Guard property to the county, per federal legislation. A large part of the expense arises from the logistics of fitting the project into a “postage-stamp sized facility.”

The district general manager, Chris DeGabriele, also said that price estimate was many years old. He added that, of all the projects planned for the next five years, the plant improvements were the most likely to be delayed, given the costs.

While the water-service price bump received little pushback—only one person sent a brief letter of protest—the district fielded more frustration over big sewer-charge increases in Oceana Marin, a neighborhood largely made up of second homes in Dillon Beach.

The district proposed a 10 percent increase on the average sewer customer, which would cost about \$84 extra in the coming year, with additional 10 percent increases in future years. It also proposed doubling the fee for new connections from \$15,000 to \$30,000.

Those jumps stem from estimates made by an engineering firm hired to help update the sewer system's master plan. The firm said the system needs \$3.1 million in capital improvements—a huge potential outlay for just 231 customers.

But even a 10 percent increase will only bring about \$20,000 extra next year, a modest amount considering the scale of improvements. Though Mr. DeGabriele said it would be difficult to secure grants for a neighborhood of second homes, board director Dennis Rodoni suggested that its proximity to the coast could help a grant application, since a sewer system failure near the ocean could have dire consequences.

Though the district said it had attempted to reach out to property owners, a recent notice to owners of undeveloped parcels spurred concerned phone calls about the dramatic increase in connection fees.

One couple, Michael and Sarah McCall, said the hikes could make or break their home plans. "A decision tonight would convince us whether to pull out or not," said Mr. McCall, who relocated with his wife to West Marin from Southern California with dreams of leaving behind apartment living for their own home.

He said they had already been slammed with huge fee increases for their home project. After moving north, their contractor increased the estimated price to build the home by \$200,000, he said. "We're starting to feel like regular people like us aren't wanted in places like this. We wiped out our savings. We're not rich people. We're hard-working people."

The board originally considered delaying the fee for 60 days by allowing those who apply for permits by Sept. 1 to pay the old fee. But after Mr. McCall said that timeframe was too tight, the board decided to delay implementation of the new connection fee until Oct. 15. Per a suggestion from Mr. Rodoni, who is running for county supervisor, the fee will also be spread out over two years.

"We want you here," board member Stephen Petterle told the couple.

Mr. McCall was clearly frustrated by the vast expense of building in Marin, but as he left the meeting, he was grateful for at least a little respite. "I'm glad I came," he said.

BOD MISC

California WaterBlog*A biologist, economist, engineer and geologist walk onto a bar...***How bad is water management in California?**

Posted on June 26, 2016 by UC Davis Center for Watershed Sciences

by Jay Lund

California's combination of climate, native ecosystems, and human uses makes water management inherently hard, unsatisfactory, and evolving. California is doomed to have difficult and controversial water problems. No matter how successful we are.

California is one of the few parts of the world with a Mediterranean climate (Figure 1). These climates tend to be dry (not much water), attractive places to live and farm (bringing high water demands), with mismatch between wetter winters and dry summer growing seasons. The scarce water supply in the wrong season for human activities makes human management of water problematic for native ecosystems.

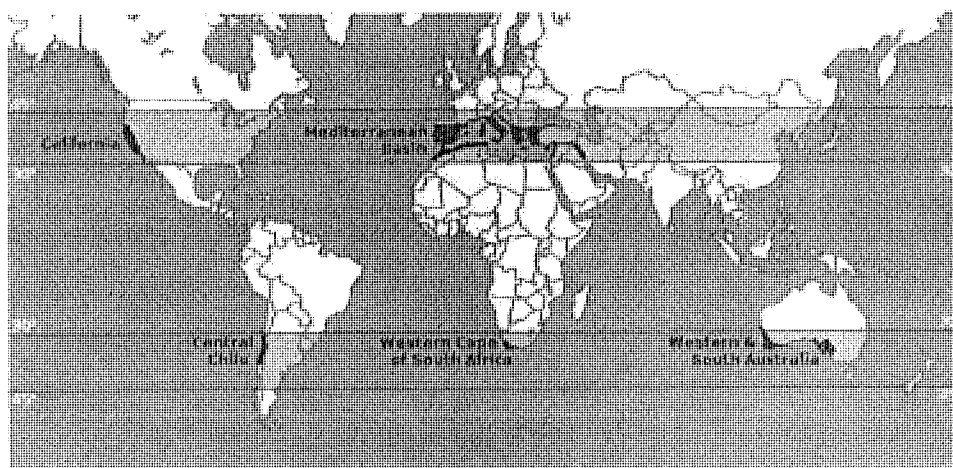


Figure 1. Mediterranean climates of the world

Mediterranean climates are special places, socially, economically, and environmentally with unavoidably challenging water problems.

California's ongoing drought has provided opportunities to scrutinize its water management. Droughts are trials that help identify problems and solutions. The current drought has prompted several water management innovations in California, including state efforts to require local groundwater management, tightening water rights administration, and increases in water prices and urban water conservation. Every drought is different, affecting a somewhat changed water system which serves a changing society, economy, and ecosystem. Droughts historically catalyze strategic changes in California's water management system.

If California is doomed to have hard water problems and unsatisfactory water solutions, how is California doing relative to other parts of the world blessed and burdened with Mediterranean climates. Table 1 roughly compares the world's regions with Mediterranean climates in terms of the population they support, economic wealth per

capita, size of their agricultural economy, and (very roughly) condition of their native freshwater aquatic ecosystems.

As a person, native fish, or farmer, in which Mediterranean climate would you rather live?

Table 1. Comparison of Water Management Success for the World's Mediterranean Climates
(Population and economic data from Wikipedia.com. Agricultural economy data from [FAO Statistical Pocketbook 2015](#). Ecosystem assessment is purely subjective.)

Country/ State	Population (millions)	Wealth (GDP PPP/person)	Food Production (\$ billion)	Native Freshwater Aquatic Ecosystem Condition
California	39	\$62,000	\$45	Struggling, much diminished
Algeria	39	\$13,000	\$8	Largely eliminated
Australia	24	\$68,000	\$25	Substantially eliminated
Chile	18	\$22,500	\$8	Substantially eliminated
Greece	11	\$26,000	\$6	Largely eliminated
Israel	8	\$36,000	\$3	Largely eliminated
Italy	61	\$35,600	\$29	Largely eliminated
Morocco	33	\$7,000	\$9	Largely eliminated
S. Africa	54	\$12,500	\$13	Struggling, much diminished
Spain	46	\$43,000	\$32	Largely eliminated

California is perhaps the world's best-performing region with a Mediterranean climate in terms of managing water for both humans and ecosystems. California can learn from other regions, but is certainly not a laggard in terms of environmental and economic performance among Mediterranean climates. We do not do as well with water as we would like, and we must find ways to do better, but California nevertheless does relatively well in managing water.

This is not to encourage complacency, but to discourage panic. There seems little reason to support an overall revolution in most of California water management, despite ongoing needs to make substantial improvements. California always will need to pay attention to making improvements in how water is managed, to reduce the inherent dissatisfactions of a populous, prosperous, and agriculturally productive region with a dry Mediterranean climate. Organized and persistent attention with high but realistic expectations has been key to California's historical success and to continued change and progress.

Further readings

Alexander, B.S., G.H. Mendell, and G. Davidson (1874), *Report of the Board of Commissioners on the Irrigation of the San Joaquin, Tulare, and Sacramento Valleys of the State of California*, Washington: G.P.O., 1874.

Bonada, N. and V.H. Resh (2013) "Mediterranean-climate streams and rivers: geographically separated but ecologically comparable freshwater systems," *Hydrobiologia*, Volume 719, Issue 1, pp 1-29.
<http://diposit.ub.edu/dspace/bitstream/2445/48188/1/629547.pdf>

Gasith, A. and V. H. Resh (1999), "Streams in Mediterranean Climate Regions: Abiotic Influences and Biotic Responses to Predictable Seasonal Events," *Annual Review of Ecology and Systematics*, Vol. 30: 51-81 (Volume publication date November 1999), DOI: 10.1146/annurev.ecolsys.30.1.51

Hanak, E., J. Mount, C. Chappelle, J. Lund, J. Medellín-Azuara, P. Moyle, N. Seavy (2015), *What If California's Drought Continues?*, Public Policy Institute of California, San Francisco, CA, August 19, 2015

Lund, J. California droughts precipitate innovation 21 January 2014, CaliforniaWaterBlog.com

Pisani, D. 1984. *From the Family Farm to Agribusiness: The Irrigation Crusade in California, 1850–1931*. Berkeley: University of California Press.

Underwood, E.C. , J. H. Viers, K.R., Klausmeyer, R. L. Cox, and M. R. Shaw (2009), "Threats and biodiversity in the mediterranean biome," *Diversity and Distributions*, (Diversity Distrib.) (2009) 15, 188–197

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5 Responses to *How bad is water management in California?*

James says:

June 27, 2016 at 12:11 pm

It's hard to have a lot of confidence in California water management when virtually all local water managers are telling the state water board that they have plenty of water. This doesn't square with the big picture — diminishing snowpacks and ground subsidence. Now isn't the time to let up on conservation.

★ Like

[Reply](#)

Joseph Rizzi says:

June 27, 2016 at 1:22 pm

Water Management? Cries of water shortages when Northern CA reservoirs are full or could have been full if “Water Management” or lack there of did not release the water early, per some unknown outdated rules or politics in promoting water projects. Better question:

When water is released from reservoirs like Trinity, Shasta, Oroville or Folsom – what is the percentage released for: Environment health, Fish cooling, people down stream, Salt water avoidance, electrical power or other? In other words where are we spending our fresh water?

★ Like

[Reply](#)**Steve Macaulay says:**

June 27, 2016 at 1:32 pm

Good comparisons. From personal experience there are other geographic factors that also come into play. For example, Chile largely has much steeper stream gradients — it is a skinnier and more narrow “California”. That may make Chile’s circumstances either more challenging or perhaps more tragic in terms of impacts on the natural environment.

★ Like

[Reply](#)Pingback: [MAVEN'S NOTEBOOK - Water news](#)**Chris Enright says:**

June 28, 2016 at 12:22 pm

Here is hoping that Mr Rizzi will answer his own question so we can all benefit from the data a suspect he will find the task challenging because all of the categories he mentions (and many o would be to reference the most recent California Water Plan update where the “fresh water spe carefully considered by the cooperative effort of interested water users for many years. The Cal be found at <http://www.water.ca.gov/waterplan/cwpu2013/final/index.cfm>

★ Like

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Stanford News (<http://news.stanford.edu/>)

JUNE 27, 2016

Stanford scientists find 'water windfall' beneath California's Central Valley

New research indicates that California's Central Valley harbors three times more groundwater than previously estimated, but challenges to using it include pumping costs, ground subsidence and possible contamination from fracking and other oil and gas activities.

BY KER THAN

California's drought-stricken Central Valley harbors three times more groundwater than previously estimated, Stanford scientists have found. Accessing this water in an economically feasible way and safeguarding it from possible contamination from oil and gas activities, however, will be challenging.

Go to the web site to view the video.

"It's not often that you find a 'water windfall,' but we just did," said study co-author Robert Jackson (<https://profiles.stanford.edu/jackson>), the Michelle and Kevin Douglas Provostial Professor at Stanford. "There's far more fresh water and usable water than we expected."

The research (<http://woods.stanford.edu/sites/default/files/JacksonKang-DeepGroundwaterBrief-2016FINAL.pdf>), published in the journal *Proceedings of the National Academy of Sciences* the week of June 27, highlights the need to better characterize and protect deep groundwater aquifers not only in California but in other parched regions as well.

"Our findings are relevant to a lot of other places where there are water shortages, including Texas, China and Australia," said study co-author Mary Kang (<https://profiles.stanford.edu/mary-kang>), a postdoctoral associate at Stanford School of Earth, Energy & Environmental Sciences.

A fresh look at groundwater

Previous estimates of groundwater in California are based on data that are decades old and only extend to a maximum depth of 1,000 feet, and often less. Until now, little was known about the amount and quality of water in deeper aquifers.

"Water a thousand feet down used to be too expensive to use," said Jackson, who is also a senior fellow at Stanford Woods Institute for the Environment and at the Precourt Institute for Energy. "Today it's used widely. We need to protect all of our good quality water."

Times are different now. California is in the midst of its fifth year of severe drought, and in 2014 Gov. Jerry Brown declared a drought emergency in the state. To meet its surface water needs, the state is increasingly turning to groundwater supplies.

In the new study, Jackson and Kang used data from 938 oil and gas pools and more than 35,000 oil and gas wells to characterize both shallow and deep groundwater sources in eight California counties.

The researchers concluded that when deeper sources of groundwater are factored in, the amount of usable groundwater in the Central Valley increases to 2,700 cubic kilometers – or almost triple the state's current estimates.

Complications to consider

While this is good news for California, the findings also raise some concerns. First, much of the water is 1,000 to 3,000 feet underground, so pumping it will be more expensive. Without proper studies, tapping these deeper aquifers might also exacerbate the ground subsidence – the gradual sinking of the land – that is already happening throughout the Central Valley. Groundwater pumping from shallow aquifers has already caused some regions to drop by tens of feet.

Furthermore, some of the deep aquifer water is also brinier – higher in salt concentration – than shallower water, so desalination or other treatment will be required before it can be used for agriculture or for drinking.

Another concern the Stanford scientists uncovered is that oil and gas drilling activities are occurring directly into as much as 30 percent of the sites where the deep groundwater resources are located. For example, in Kern County, where the core of California's oil and gas industry is centered near the city of Bakersfield, one in every six cases of oil and gas activities was occurring directly into freshwater aquifers. For useable water – water that the U.S. Environmental Protection Agency deems drinkable if treated – the number was one in three.

Jackson and Kang stress that just because a company has hydraulically fractured or used some other chemical treatment near an aquifer doesn't mean that the water is ruined.

“What we are saying is that no one is monitoring deep aquifers. No one's following them through time to see how and if the water quality is changing,” Kang said. “We might need to use this water in a decade, so it's definitely worth protecting.”

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