



NORTH MARIN WATER DISTRICT
AGENDA - REGULAR MEETING
 August 6, 2019 – 6:00 p.m.
 District Headquarters
 999 Rush Creek Place
 Novato, California

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Est. Time	Item	Subject
6:00 p.m.		CALL TO ORDER
	1.	APPROVE MINUTES FROM REGULAR MEETING , July 16, 2019
	2.	GENERAL MANAGER'S REPORT
	3.	OPEN TIME: (Please observe a three-minute time limit)
		This section of the agenda is provided so that the public may express comments on any issues not listed on the agenda that are of interest to the public and within the jurisdiction of the North Marin Water District. When comments are made about matters not on the agenda, Board members can ask questions for clarification, respond to statements or questions from members of the public, refer a matter to staff, or direct staff to place a matter of business on a future agenda. The public may also express comments on agenda items at the time of Board consideration.
	4.	STAFF/DIRECTORS REPORTS
		CONSENT CALENDAR
		The General Manager has reviewed the following items. To his knowledge, there is no opposition to the action. The items can be acted on in one consolidated motion as recommended or may be removed from the Consent Calendar and separately considered at the request of any person.
		Consent - Approve Water Agreement
		<u>Type</u> <u>DU</u> <u>EU</u>
	5.	College of Marin Indian Valley Campus – Jonas Center & Building 18, APN 150-480-12 Resolution
		GVT 0 6
	6.	Consent – Adopt: Corrected Ordinance 38 – California Voting Rights Act (CVRA) and Elections Code (EC) 10010
		ACTION CALENDAR
	7.	Approve: Human Resources Consulting
	8.	Approve: PES Environmental, Inc. General Services Agreement
		INFORMATION
	9.	2018 Novato Water System Master Plan – Administrative Draft
	10.	MISCELLANEOUS
		Disbursements- Dated July 18, 2019
		Disbursements- Dated July 25, 2019
		Disbursements- Dated August 1, 2019
		Marin IJ Public Notice –NMWD Ordinance 38 Summary

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)

News Articles:

Editorial – Time to put MMWD on camera

269 PG&E equipment issues found in Marin – INSPECTION RESULTS

Editorial: Coalition of agencies, environmentalists sees future for aging dam

Wetlands flood control project slated for 2020

POWER STRUGGLES – Generators

LINES IN THE SAND – Resort, DILLON BEACH

State tackles drinking water cleanup – BILL SIGNED

Water supplies higher than normal, but savings urged – MARIN RESERVOIRS

11. **Closed Session:** Conference with Real Property Negotiators as allowed under Government Code 54956.8. Property: Recycled Water Supply; District Negotiators: General Manager, Auditor-Controller, and Legal Counsel; Negotiating Party: Bay Clubs (aka StoneTree Golf Course); under Negotiation: Price and Terms of Payment

7:30 p.m.

12. **ADJOURNMENT**

1

32 President Baker declared the fifth public hearing opened at 6:04 p.m.

33 Mr. McIntyre reminded the Board that the first public hearing was at a regular meeting on
34 May 7, 2019 in which the public and the Board had an opportunity to comment on the division of
35 boundaries. The second hearing was held at a regular meeting on May 21, 2019, to receive
36 additional input. Mr. McIntyre noted that at the end of that meeting, the Board directed the
37 demographers to draft alternative maps, which resulted in three Draft Division Maps (Plan A,
38 Plan B and Plan C). He added on the third hearing held at a regular meeting on June 4th the
39 Board directed the demographers to retain the three existing maps for further consideration. Mr.
40 McIntyre noted the fourth public hearing was held at the regular meeting on June 18 to receive
41 additional input from the public and the Board regarding boundaries and the election
42 sequencing of divisions. He added at the end of the meeting the Board voted 4-1 to approve
43 Plan A Map with minor modifications, and approved sequencing elections consistent with terms
44 of the current incumbents. Mr. McIntyre concluded this resulted in the final voting division map
45 and draft Ordinance No. 38 which were posted on the District's website on July 9th. He added
46 that tonight is the fifth public hearing under the California Voting Rights Act (CVRA) and Election
47 code (EC) 10010 and is being held to adopt Ordinance 38 and to establish a By-Division
48 System for electing North Marin Water District Directors.

49 Mr. McIntyre asked legal counsel to summarize the next steps. Mr. Nelson first stated
50 that Mr. Willis is available by phone if the Directors or staff have any questions for him. Mr.
51 Nelson continued to say that if the Board chose to adopt the ordinance, that this information will
52 be communicated to the election department at both Marin and Sonoma counties so they can
53 start the lead work and get ready for the next election. He added Mr. Chaffee's firm will provide
54 information to them electronically. Mr. Chaffee stated that once the District submits the
55 Ordinance his firm will work directly with the county GIS staff and the Registrar of Voters to
56 implement the exact lines of the map, provide them with electronic GIS files, and answer
57 questions.

58 Director Baker asked if Mr. Chaffee's firm has had any communications with the Election
59 Department as he imagines they will be under a lot of pressure with all of these changes from
60 several agencies. Mr. Chaffee replied he has contacted them in the past to get the files needed
61 for his services, and Election Department staff will want the Ordinance and the Resolution to
62 start the process. Director Baker stated there are the election staff and then those that work on
63 the maps. Mr. Chaffee replied that the County will tell us who to work with, who to send the files
64 to, and who would be able to answer any questions we may have. He added that we are in

65 good shape since we have a year until filing even opens; we have plenty of time and it should
66 be simple. Director Baker stated that the Novato Unified School District, Novato Fire Protection
67 Agency, Novato Sanitary District and many others in Marin County are going through the same
68 process. Mr. Chaffee noted that it is good that this transition is happening in an odd year. Mr.
69 Nelson added that this is a much smoother process, that special counsel had worked on a
70 similar transition undertaken shortly before the 2018 election that had to be done very quickly so
71 the electoral districts there had to stick to the precinct lines or hold their own election, but
72 nothing like that will happen here. Director Baker commented that this is good news knowing
73 the process should be smooth, and added that the Board is still reluctant to make this change.

74 Director Joly referred to the Ordinance. He stated that the portion of the recital stating
75 that the public interest in “avoiding the risks and costs” of litigation was clear, but the part where
76 it stated that the public interest was best served by by-district elections was not. He asked Mr.
77 Nelson if he could make a clear mission statement on why the public interest would be best
78 served by transitioning to a by-division election system. Mr. Nelson replied that the decision to
79 create a legal preference for by-division voting came from the State Legislature, which is
80 charged with deciding policy for the State, which policies are generally deferred to by the courts.
81 The Legislature has decided that it is in the public interest to avoid racially polarized voting and
82 to make sure that protected minorities have a role to play in our representative democracy, and
83 that this was the best way to achieve these goals, even though it is not a good fit for every
84 district, and noted that the courts don't require that the Legislature have a perfect solution for a
85 problem. He added we are complying with the law and carrying out the policy of the State as
86 declared by the Legislature. Director Joly commented he had to ask the question because he
87 wanted it on record. Director Fraites added the issue is racial balance and they came up with a
88 blanket solution that we are all under. Mr. Nelson stated that we don't often see special
89 legislation because it is hard to tailor a legislative solution for each individual district. Director
90 Baker stated that he has heard comments that Marin has too many special districts.

91 Mr. McIntyre advised the Board that we have not received any further comments since
92 the West Marin Meeting on June 25th. Director Joly stated that the Board did its duty, it has
93 been discussed and the Board did essentially what was legally required based on the CVRA.
94 Director Fraites commented that it has been educational, the process did not have too many
95 bumps, there was no public objection, and everyone involved did a great job. Director Baker
96 agreed and stated that legal counsel and the demographers were good to work with. Director

97 Joly pointed out that the public input was good, and believes the Board's decision will be a good
98 fit for their bosses, the voting public.

99 President Baker declared the fifth public hearing closed at 6:22 p.m.

100 On the motion of Director Fraites, and seconded by Director Joly, the Board adopted
101 Ordinance 38 to establish a By-Division System for electing North Marin Water District Directors
102 by the following vote:

103 AYES: Director Baker, Fraites, Joly

104 NOES: None

105 ABSTAIN: None

106 ABSENT: Director Grossi, Petterle

107 Mr. McIntyre announced that he would like to thank Mr. Willis, Mr. Nelson and the
108 demographers for all their support through this process. Director Joly also thanked them for
109 helping to facilitate the process, which without them could have been a very difficult one. Mr.
110 Nelson replied it has been enjoyable and it is good to work with a good Board.

111 **GENERAL MANAGER'S REPORT**

112 Public Safety Power Shut Off (PSPS) – PG&E

113 Mr. McIntyre announced the July 5th Marin Independent story on water impacts resulting
114 from the PSPS program generated an ABC Channel 7 news story on July 8th. Mr. McIntyre
115 stated he held the interview at the Crest Tank site. Director Baker asked if he chose Crest Tank
116 because it was easier to access and Mr. McIntyre confirmed, adding it was also a newly painted
117 tank. Director Joly complemented Mr. McIntyre for doing a fine job on the interview.

118 Director Baker commented about the number of tanks we have and their capacity,
119 compared to our colleagues. Director Baker requested that staff provide the Board a picture on
120 how we stand in comparison to MMWD. Mr. McIntyre reflected on the Restructured Agreement
121 in which NMWD does not pay for Agency storage projects because we have ample storage.

122 Director Joly inquired about the July 12th letter that was sent out to customers about the
123 PG&E shutdown. Mr. McIntyre noted that it went out to our Hydro-pneumatic customers.

124 WSCC Meeting

125 Mr. McIntyre stated that he will be attending the WSCC next Monday to plan the agenda
126 for the August 5th WAC meeting.

127 SCWA Aqueduct Shutdown

128 Mr. McIntyre informed the Board that the aqueduct shutdown is now tentatively
129 scheduled for July 23rd. He stated a second shutdown is planned for August 13th, adding the
130 maximum shutdown duration is estimated at fifteen hours. Mr. McIntyre noted that during that
131 time we will rely on Stafford Treatment Plant production and stored water. As a side note, Mr.
132 McIntyre added Stafford Treatment Plant was off last week to change out the GAC and is now
133 back up and running. Director Joly asked for confirmation that there will be no expected water
134 interruption either day. Director Fraites noted when he was out today he saw them putting the
135 carbon in the containers and that the machine was very loud, adding staff should be sure to
136 wear earplugs.

137 Mr. McIntyre also informed the Board that he will be on vacation the last week of July
138 and Mr. Vogler will be in charge during his absence.

139 **OPEN TIME**

140 President Baker asked if anyone in the audience wished to bring up an item not on the
141 agenda and there was no response.

142 **STAFF/DIRECTORS REPORTS**

143 President Baker asked if staff or Directors wished to bring up an item not on the agenda
144 and the following items were discussed:

145 Ms. Kehoe brought to the Board's attention that under Miscellaneous, the Grand Jury
146 Report was missing pages and the entire report has now been provided.

147 Ms. Kehoe asked the Board if anyone wants to keep their old iPads to please let her
148 know. She added the trade in value for the iPads has been looked up and they have no
149 monetary value, however they may be good to use as a backup. Ms. Kehoe reminded the
150 Board that the old iPads are Wi-Fi only, will need to be wiped clean by IT and then set up on
151 their own personal accounts.

152 Director Joly commented that he saw some discussion on social media about chlorine
153 smell and also noticed the smell at home. He discussed this with Mr. Ramudo and Mr. Clark.
154 Director Joly added that he can also smell the chlorine during outdoor water use. Director Joly
155 stated he was told that the SCWA had increased the chlorine level and he wanted to make sure
156 the Board was aware of this. Mr. McIntyre stated that Mr. Ramudo checked with SCWA and the
157 Agency has to abide by regulations from the State Department of Drinking Water. The Agency

158 has had to slightly increase chlorine residual levels, and while well within industry standards, it
159 is higher than people are used to. Director Fraites added he uses a filter, as do many others,
160 and it filters it out just fine. Director Joly commented that he has smelled it during outdoor use,
161 but has no problem with the required guidelines, and noted he can't taste it in the home water.
162 He asked if could be a public concern. Mr. McIntyre responded no, the levels are well within
163 standards.

164 Ms. Blue updated the Board on the vendor cyber hack we had. She reported we
165 received the funds back from the bank; a police report was filed, and we paid the vendor. Ms.
166 Blue added the process took about six weeks. Director Baker asked a question about details of
167 the cyber hack. Ms. Blue explained that the hacker intercepted an email that we thought was
168 coming directly from the vendor causing us to send out \$24,000 to a fraudulent bank account.
169 She added that she is currently working with the accountants to prevent this from happening
170 again. Director Joly complimented staff for a job well done, adding that we are learning new
171 security advances to keep our customers safe.

172 **MONTHLY PROGRESS REPORT**

173 The Monthly Progress Report for June was reviewed. Mr. McIntyre reported that water
174 production in Novato is down 20% from one year ago and down 6% fiscal year to date. In West
175 Marin, water production is down 24% from June one year ago and is flat from prior fiscal year to
176 date. Recycled Water production is up 21% from one year ago and up 23% fiscal year to date.
177 He noted that Stafford Lake, at 85% capacity, is essentially full, Lake Mendocino is at 109% and
178 Lake Sonoma is at 98% capacity. In Oceana Marin all readings look normal with good
179 discharge and freeboard levels. Under Safety/Liability we currently have 93 days without a lost
180 time injury.

181 Mr. McIntyre reviewed the complaints and service orders, adding the increase in
182 numbers is good because customers are being notified sooner and are being more aware with
183 the new AMI system. Director Joly shared that his neighbor gave eloquent praise about the new
184 AMI because he is able to remotely check his water use and he thinks it is spectacular that the
185 District and the Board had the courage to have them installed. Director Baker asked if the
186 Board could get more feedback stories because it is always good to hear. Ms. Blue stated she
187 hears the phone calls from the Field Service Reps and she hears from customers and we are
188 getting a lot of good feedback. Director Joly noted that in the report both Mr. Roberto and Mr.
189 Rodriguez, our Field Service Reps. received many positive comments from customers, and
190 added staff should thank them as they are the face of the District.

191 Ms. Blue reported on the June 2019 Investments, where the District's portfolio holds \$18.9M
192 earning a 2.43% average rate of return. She noted the LAIF rate is 2.40%.

193 Director Joly stated he was surprised that the Novato potable water production went
194 down in May compared to last year since it was warm. Mr. McIntyre agreed but cautioned
195 against placing too much emphasis on just one month worth of data, adding that late rain in May
196 could be a factor. Director Joly added that we need to continue to watch what the revenue
197 versus water sales trend.

198 **CONSENT CALENDAR**

199 On the motion of Director Fraites, and seconded by Director Joly the Board approved
200 the consent calendar by the following vote:

201 AYES: Director Baker, Fraites, Joly

202 NOES: None

203 ABSTAIN: None

204 ABSENT: Director Grossi, Petterle

205 **WATER AGREEMENT McPHAIL'S PHASE 1 WATER FACILITIES- 5400 HANNA RANCH**
206 **ROAD, APN: 153-220-16**

207 On the Consent Calendar, the Board approved the Board approved the Water Service
208 Agreement for McPhail's Phase 1 Water Facilities at 5400 Hanna Ranch Road in Novato. This
209 agreement applies to Lot 1, for Building A for Commercial office/flex space, in which revisions
210 have been made to the courtyard of Building A replacing landscape area with hardscape.
211 Facilities Reserve Charges (FRCs) for six (6) EDUs will be collected for Phase 1 improvements,
212 a reduction of two (2) EDUs from the previous May 7, 2019 Board meeting.

213 **PRUNUSKE CHATHAM INC. (PCI) – CONSULTING SERVICES AGREEMENT – LEVERONI**
214 **CREEK EMBANKMENT REPAIR PROJECT**

215 Also under the Consent Calendar, the Board approved the Consulting Services
216 Agreement with Prunuske Chatham Inc. (PCI) for the Leveroni Creek Embankment Repair
217 Project. Leveroni Creek's left bank downstream of the eight foot diameter culvert outfall plunge
218 pool is slowly eroding, threatening the structural integrity of the Stafford Treatment Plant and
219 Indian Valley Golf Course access road. The District is now ready to move forward and have
220 PCI prepare a scope of work and cost proposal for design, permitting and limited engineering
221 services.

222 **ENVIRONMENTAL SCIENCE ASSOCIATES (ESA) – CONSULTING SERVICES**
223 **AGREEMENT**

224 Also under the Consent Calendar, the Board approved the consulting services
225 agreement with Environmental Science Associates (ESA) for miscellaneous environmental
226 engineering/permitting support for various projects. ESA ensures proper implementation of
227 various mitigation measures during the construction phase.

228 **AMY SKEWES-COX (ASC) – CONSULTING SERVICES AGREEMENT – OLD RANCH ROAD**
229 **TANK REPLACEMENT**

230 Also under the Consent Calendar, the Board approved the Consulting Services
231 Agreement with Amy Skewes-Cox (ASC) for CEQA work related to the Old Ranch Road Tank
232 Replacement project. In order to comply with the requirements of the California Environmental
233 Quality Act, an Initial Study must be prepared to examine potential impacts. The scope of work
234 will include preparation of a Mitigation Monitoring and Reporting Program as well as preparation
235 of a Notice of Determination.

236 **ACTION ITEMS**

237 **CITY OF NOVATO SUBORDINATION REQUEST – SUCCESSOR AGENCY TO THE**
238 **DISSOLVED REDEVELOPMENT AGENCY**

239 Mr. McIntyre reviewed the City of Novato Subordination Request – Successor Agency to
240 the dissolved Redevelopment Agency. He stated in order to provide for refunding of certain
241 bonds and other debt issued by the Redevelopment Agency, the City is requesting that NMWD
242 agrees to the subordination of Statutory Pass-through Payments that the Redevelopment
243 Agency is required to pay to NMWD in connection with the project area. Mr. McIntyre also
244 informed the Board that this has been reviewed by our legal counsel.

245 Director Baker stated that he was not clear on this and Director Joly agreed it could use
246 some explanation. He responded that our legal counsel has been fully involved in the review,
247 and the City's request has no financial impact on the District. He also noted that annual
248 payments from the city are less than \$2,000. Director Joly asked if legal counsel has clearly
249 said that, and wanted to insure we will not be brought into anything that will come back to us.
250 Mr. McIntyre replied yes.

251 On the motion of Director Joly , and seconded by Director Fraites the Board approved
252 The City of Novato Subordination Request – Successor Agency to the dissolved
253 Redevelopment Agency by the following vote:

254 AYES: Director Baker, Fraites, Joly

255 NOES: None

256 ABSTAIN: None

257 ABSENT: Director Grossi, Petterle

258 **INFORMATION ITEMS**

259 **NMWD CONTRACT WITH McLELLAN FOR PAVING JOB**

260 Mr. McIntyre reviewed the NMWD Contract with McLellan for Paving Jobs. Drew stated
261 that North Marin Water has maintained a trench restoration paving contract with W.K. McLellan
262 & Company since 2007. He noted that McLellan has not raised their fees since the second
263 contract award in 2015 and now needs to increase their fees for the current contract due to
264 rising cost of fuel, oil and labor. Drew concluded that we will need to solicit bids for a new
265 paving contract.

266 Director Baker noted that McLellan has been around for decades and has always done
267 good work and was always willing work on smaller projects.

268 **NBWA MEETING – JULY 12, 2019**

269 Director Fraites updated the Board on the recent NBWA meeting Director Fraites
270 reviewed the NBWA Meeting for July 12, 2019. He discussed the One Water program which is
271 made up of several agencies working together to save water. Director Fraites stated he pointed
272 out to the group that NMWD has been working with Novato Sanitary and Las Gallinas to provide
273 recycled water to our customers, thereby working together to save water. He added there are
274 some restoration projects they are looking at funding and on the first round; the North Bay got
275 three of the nine projects. Director Fraites added the San Francisco Bay Authority got a total
276 funding of \$22M dollars, and all the projects will help with water quality around the bay and the
277 surrounding areas.

278 **MISCELLANEOUS**

279 The Board received the following miscellaneous items: Disbursements – Dated June
280 27, 2019, Disbursements – Dated July 3, 2019, Disbursements – Dated July 11, 2019,
281 Approved FY 2019-20 Budget, Self Insured Worker's Comp – 4th Quarter Status Report, FY19
282 4th Quarter Labor Cost Report, and Legal Notice - NMWD Notice of Hearing and Ordinance
283 Summary and PSPS Letter to Hydro-pneumatic Customers.

284 The Board received the following news articles: SCWA Press Release – Local Water
285 Utilities to Community: Know When to Water; Special districts still too murky, grand jury says;
286 2018-2019 Marin Co. Civil Grand Jury Report – Special District Transparency Update; Officials
287 warning to on-air meetings- MMWD; Disputed budget musters majority – Novato; Public
288 agencies given slack on fee – MARIN MUNICIPAL WATER DISTRICT; Water saving urged

289 during wildfire outages; Editorial- Accountability question an important one; Notice of Board
290 Vacancy – Novato Sanitary District; PG&E’s planned power shutdowns could choke off vital
291 water supplies and Senate approves fund for clean drinking water.

292 Director Joly stated on the June 27th Disbursements PG&E and solar had a combined
293 cost of about \$52,000, and he wondered how does the solar work with the treatment costs. Mr.
294 McIntyre replied the PG&E cost is for all the pump stations throughout our system, and the
295 Stafford Treatment Plant is related to the power purchased from solar. Director Joly asked if we
296 are paying around \$600,000 a year. Ms. Blue replied it varies since the Stafford Treatment
297 Plant does not run year around.

298 Director Joly also asked about the July CalPERS health insurance for the retirees, and
299 asked how many we cover. Ms. Blue said there are quite a few, but the cost depends on when
300 they retired and their age. She added some retirees only get a portion covered since they are
301 under Medicare, and those retiring today may not get any of the benefit at all. Ms. Blue noted
302 there all many scenarios and told Director Joly that she will send him the detailed information.

303 Director Joly commented that the 2017 Workman’s Comp report was brilliantly done and
304 well presented by staff. He explained that that a claim could really hit us and we have been
305 very lucky, our premiums really came down and it makes sense.

306 Director Joly referred to the July 12th PSPS letter to our Hydro-pneumatic customers and
307 asked for clarification. He asked if this meant that PG&E could shut off the power with no threat
308 of fire, and added they are admitting they are incapable of delivering a reliable safe product and
309 they are using fear of safety. Director Joly noted in the Freedom of Information Act they found
310 the Campfire lines had been neglected for years. Mr. McIntyre stated the even if there is no
311 local threat of fire; they can shut down an area that delivers to us. Director Fraites added they
312 have not maintained their facilities at all; there is nothing we can do. Mr. McIntyre added there
313 is no doubt this program minimizes their financial exposure. Director Joly added that PG&E is
314 selling this as public safety. Director Fraites stated that when PGE put in their lines years ago
315 they did allow enough space, and now have to increase vegetation clearance. Director Joly
316 reiterated that it is staggering that they can just shut us off. Mr. McIntyre reminded the Board
317 that it was approved by the PUC.

318 Mr. McIntyre announced that there will be no need to go into closed session.

319 **CLOSED SESSION**

320 President Baker announced that since there is no need to go into Closed Session he will
321 adjourn the meeting.

322 **ADJOURNMENT**

323 President Baker adjourned the meeting at 7:35 p.m.

324

325 Submitted by

326

327

328 Theresa Kehoe
329 District Secretary
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MEMORANDUM

To: Board of Directors August 2, 2019

From: Rocky Vogler, Chief Engineer *RV*

Subject: Water Service Agreement – College of Marin Indian Valley Campus - Jonas Center and Building 18– APN 150-480-12
r:\folders by job no\2800 jobs\2828 com (ivc) jonas center & bldg 18\2828 bod memo.doc

RECOMMENDED ACTION: The Board approve authorization of this agreement.

FINANCIAL IMPACT: None: Developer Funded

The College of Marin's Indian Valley Campus (IVC) is located at 1800 Ignacio Blvd. The College of Marin in partnership with the Rotary Club of Novato, is constructing an events facility (see attached vicinity map). The one story 10,800-SF building is being constructed almost entirely within the existing Building 19 foundation. The events facility includes a 710-seat banquet hall, rest rooms, prep kitchen, and support space. In addition to the Jonas Center, this project also includes improvements to the existing Building 18, which is one story and 4,800 SF. Building 18 improvements include a new commercial kitchen and laundry facilities. This development includes a minimum amount of landscaping as well as parking and public outdoor spaces.

New Zone 2 water facilities required include 220 feet of 8-inch PVC main, one (1) relocated commercial fire hydrant with 15 feet of 6-inch PVC lateral, one (1) 8-inch fire service, and a 2-inch backflow preventer (RPP) for the existing 2-inch water service. An existing 2-inch service provides water to buildings 17, 18 and 19.

IVC has previously paid for 53 EDUs. This project includes projected additional demand of 6 EDUs (domestic 8 EDUs and irrigation 1 EDU, minus credit for existing use equal to 3 EDUs). Therefore, a Facilities Reserve Charge of 6 EDUs will be collected. The College of Marin IVC total updated water demand is 59 EDUs.

Sewer service is provided by the Novato Sanitary District.

As has been customary with previous public agency projects, North Marin Water District will invoice the College of Marin for payment of actual construction costs as costs are incurred.

Environmental Document Review

A Negative Declaration was prepared for the College of Marin Indian Valley Campus Facilities Improvement projects, and a Notice of Determination was filed with the County Clerk on September 11, 2018.

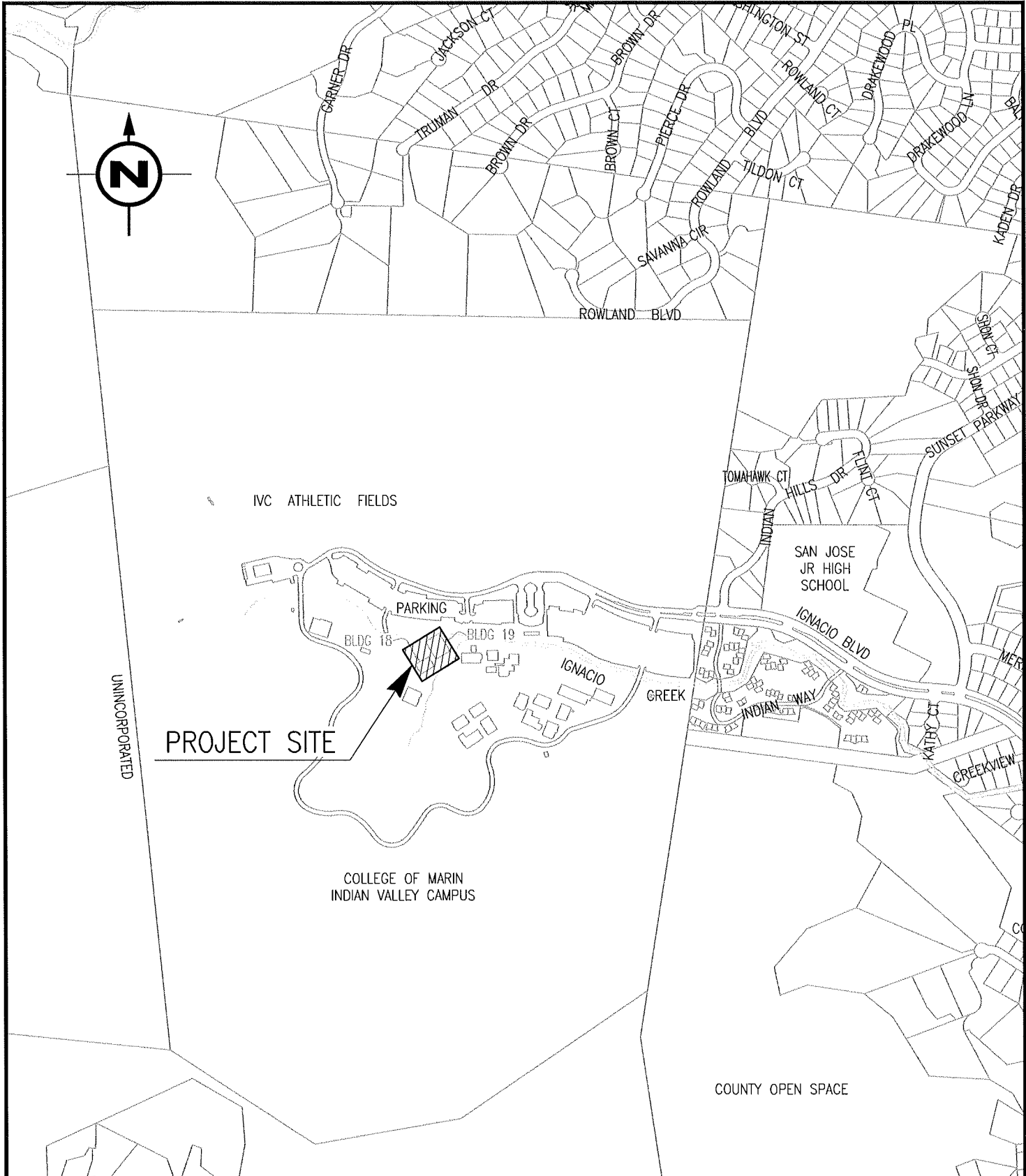
RECOMMENDATION:

That the Board approve authorization of this agreement.

Approved by GM *RV*

Date 8/2/19

Jul 22, 2019 - 3:36pm W:\JOB\1_NOVATO\2828 Jones Center\3_ISSUED\B\2828.00_Vicinity Map.dwg User: SDOVE



COLLEGE OF MARIN (IVC) JONAS CENTER AND BUILDING 18 NEW WATER FACILITIES			
DATE	SCALE	JOB. NO.	DWG. NO.
7/22/19	NTS	2828.00	MAP

PART ONE
WATER SERVICE FACILITIES CONSTRUCTION AGREEMENT
FOR
COLLEGE OF MARIN INDIAN VALLEY CAMPUS (IVC) JONAS CENTER AND BUILDING 18

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 _____, 2019, by and between NORTH MARIN WATER DISTRICT, herein called "District," and MARIN COMMUNITY COLLEGE DISTRICT, A Community College, 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 150-480-12 and the project known as COLLEGE OF MARIN (IVC) JONAS CENTER AND BUILDING 18, consisting of one (1) lot for commercial/institutional 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; and

WHEREAS, the Applicant is the owner of real property in the District commonly known as 1800 Ignacio Blvd., Novato (Marin County Assessor's Parcel 150-480-12); and

WHEREAS, an agreement for Indian Valley Campus was executed in 1973 (NMWD job-1465) and the historical water demand established for the services installed and for which connection fees were paid equaled 22 equivalent dwelling units (EDUs); and

WHEREAS, an agreement for College "C" – Indian Valley Campus was executed in 1976 (NMWD job-1705) in which fees were paid for an additional 15 EDUs (for a total of 37 EDUs); and

WHEREAS, an agreement for Indian Valley Campus Physical Education Center was executed in 1977 (NMWD job-1776) and fees were paid for an additional 15 EDUs (for a total of 52 EDUs); and

WHEREAS, an agreement for College of Marin, Phase 1- Swing Space was executed in July 2008 (NMWD job-2716) and no additional fees were paid for additional EDUs, but 2 EDUs were reserved for projected water use associated with the project.

WHEREAS, an agreement for College of Marin Phase 2 main building was executed in December 2008 (NMWD job-2732) and although the project demand of 14 EDUs was estimated, no additional Facility Reserve Charge fees were collected since the combined average historical usage for this property over the prior ten (10) years equated to an average day peak month consumption of 38 EDUs, compared to a total of 52 EDUs for which Facilities Reserve Charges have previously been paid (leaving a balance of 0 EDUs in reserve); and

WHEREAS, an agreement for College of Marin Indian Valley Campus Building 11 was executed in May 2018 (NMWD job-2817.01) and although a project demand of 1 EDU was estimated, no additional Facilities Reserve Charge fees were collected since the new estimated total demand of 46 EDUs (the combined average historical usage for this property over the last 10 years = 45 EDUs plus 1 EDU for Building 11) is less than the 52 EDUs for which Facilities Reserve Charges have previously been paid (leaving a balance of 6 EDUs in reserve); and

WHEREAS, an agreement for College of Marin Indian Valley Campus Organic Farm Project was executed in June 2018 (NMWD job-2817.02) and although a project demand of 4 EDU was estimated, no additional Facilities Reserve Charge fees were collected since the new estimated total demand of 50 EDUs (the combined average historical usage for this property over the last 10 years = 45 EDUs plus 1 EDU for Building 11 & 4 EDUs for Organic Farm) is less than the 52 EDUs for which Facilities Reserve Charges have previously been paid (leaving a balance of 2 EDUs in reserve); and

WHEREAS, the New Miwok Center – Phase 1 consisted of abandonment and removal of District utilities in conflict with the project construction and no additional Facility Reserve Charge fees were due for the aforementioned Project; and

WHEREAS, an agreement for New Miwok Center – Phase 2 project was executed in February 2019 (NMWD job-2817.03) which increased water demand by 14 EDUs but received credits for 13 EDUs (future decommissioning of existing pool 11 EDUs and Reserve 2 EDUs). Facility Reserve Charge of 1 EDU was paid increasing the total demand to 53 EDUs; and

WHEREAS, the proposed project water demand is 9 EDUs. After applying 3 EDUs credit for existing water use at Buildings 18 and 19, Facility Reserve Charge of six (6) EDUs will be collected. The estimated College of Marin IVC updated total water demand is 59 EDUs; and

NOW THEREFORE, the parties hereto agree as follows:

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

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

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

a. deliver to the District vellum or mylar prints of any revised utility plans approved by the City or County to enable the District to determine if any revisions to the final water facilities construction drawings are required. The proposed facilities to be installed are shown on Drawing No. 1 2828.001, entitled, "JONAS CENTER AND BUILDING 18", a copy of which is attached, marked Exhibit "A", and made a part hereof. (For purposes of recording, Exhibit "A" is not attached but is on file in the office of the District.)

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

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

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

Initial Charges

Meter Charge (Domestic) .....	.....Zero @	\$ 0.00	\$ 0.00
Meter Charge (Fire Service) (Included in Estimated District Costs).....	.... One 5/8-inch@	\$ 0.00	\$ 0.00
Reimbursement Fund Charges .....	.....One 2-inch @	\$ 3,140.00	\$ 3,140.00
Facilities Reserve Charges.....	.....Nine @	\$ 28,600.00	\$257,400.00
Credit for Existing Services (3 EDUs @ \$28,600 and 1 RFC @ \$3,140)	.....@	\$ <8,912.00>	\$ <88,940.00>

Subtotal - Initial Charges..... \$171,600.00

Estimated District Costs

Pipe, Fittings & Appurtenances.....	\$ 17,203.00
District Construction Labor.....	\$ 26,333.00
Engineering & Inspection.....	\$ 2,826.00
Bulk Materials.....	\$ 948.00

Subtotal –Estimated District Costs..... \$ 47,310.00

Estimated Applicant Installation Costs

Installation Labor.....	\$ 28,800.00
Contractor Furnished – Pipe Fittings & Appurtenances.....	\$ 4,677.00
Bulk Materials.....	\$ 14,549.00

Subtotal- Estimated Applicant Installation Costs..... \$ 48,026.00

TOTAL ESTIMATED WATER FACILITIES COSTS..... \$ 266,936.00

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

5. In addition to the Initial Charges, Estimated District costs and Contributions, and Estimated Applicant Installation costs set forth in Section 4 above, the Applicant shall furnish at no cost to the District all PVC pipe (4-inch diameter and larger), valves and water line fittings shown on Exhibit “A” or otherwise required by the District. The quantities, type and quality of said materials shall be approved by the District prior to purchase by the Applicant and shall conform to District standards as stated and shown on Specifications (15100 Valves, 15056 Pipeline Fittings, 15064 Polyvinyl Chloride (PVC) Pressure Pipe) marked as Exhibit “B” attached hereto and made a part hereof and as otherwise may be required. (For purposes of recording, Exhibit “B” is not attached but is on file in the office of the District.) The cost of said materials is estimated to be **\$4,677**. The District reserves the right to reject and prohibit installation of all nonconforming materials furnished by the Applicant.

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

Initial Charges and Estimated District Costs

The Applicant shall either pay to the District or provide a two (2) year irrevocable letter of credit in form satisfactory to the District and payable at sight at a financial institution in the Novato area the sum of Initial Charges and Estimated District Costs as set forth in Section 4 hereof in the amount of **\$218,910**. 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.

Three years after the Jonas Center and Building 18 project's occupancy approval, the District shall evaluate required Facilities Reserve Charges based on review of the EDU calculations to be performed solely by the District and derived from actual peak bimonthly water use for a thirty-six (36) month period. The District reserves the right to assess additional Facility Reserve Charges as may be applicable.

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 **\$48,026** conditioned upon installation of the facilities and furnishing of bulk materials and a maintenance bond in the amount of **\$12,007** conditioned upon payment of the cost of maintaining, repairing, or replacing the facilities during the period of one (1) year following completion of all the facilities and acceptance by the District. Performance and maintenance bonds shall be executed by a California admitted surety insurer with a minimum A.M. Best rating of A-VII. In lieu of posting bonds, the Applicant may provide an irrevocable letter or letters of credit payable at sight at a financial institution in the Novato area guaranteeing funds in the same amounts. All financial guarantees shall be provided by the Applicant rather than the contractor. The Applicant or contractor, whichever performs the work, shall be properly licensed therefore by the State of California and shall not be objectionable to the District.

Alternate No. 2 – Installation By District: If the Applicant requests the District to install the facilities and the District consents to do so, the Applicant shall either pay to the District the total Estimated Installation Costs set forth in Section 4 hereof in the amount of **\$48,026** 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.

7. 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.

8. 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.

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

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

11. 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.

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

NORTH MARIN WATER DISTRICT
"District"

ATTEST:

Jack Baker, President

Theresa Kehoe, Secretary

(SEAL)

MARIN COMMUNITY COLLEGE DISTRICT
A Community College
"Applicant"

(SEAL)

Greg Nelson, V.P. Finance and Operations

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 APPLICANT SIGNATURES MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC.**

RESOLUTION NO. 19-
AUTHORIZATION OF EXECUTION
OF
WATER SERVICE FACILITIES CONSTRUCTION AGREEMENT
WITH
MARIN COMMUNITY COLLEGE DISTRICT – JONAS CENTER AND BUILDING 18

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 Marin Community College District, providing for the installation of water distribution facilities to provide domestic water service to that certain real property known as 1800 Ignacio Blvd., Novato, Marin County Assessor's Parcel Number 150-480-12, 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 6th day of August, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

(SEAL)

Theresa Kehoe, Secretary
North Marin Water District

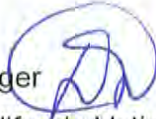
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MEMORANDUM

To: Board of Directors

August 2, 2019

From: Drew McIntyre, General Manager



Subj: Corrected Ordinance 38 – California Voting Rights Act (CVRA) and Elections Code (EC) 10010

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RECOMMENDED ACTION: Approve Corrected Ordinance No. 38.

FINANCIAL IMPACT: None at this time.

At the July 16, 2019 meeting, the Board adopted Ordinance 38 establishing a by-division system for electing directors. The effective date of the Ordinance is August 15, 2019. It has come to our attention that a minor non-substantive correction in the Ordinance is needed to reflect the actual requirements for North Marin Water District under the California Water Code. The corrected language is shown on Page 5 within the paragraph entitled "Section 2 – Effect of Ordinance" as attached. Additional conforming revisions appear on the last page of the Corrected Ordinance.

RECOMMENDED ACTION:

That the Board approve corrected Ordinance No. 38

Approved by GM RV
Date 8/2/19

DRAFT

CORRECTED ORDINANCE NO. 38

AN ORDINANCE OF NORTH MARIN WATER DISTRICT TO ESTABLISH A BY-DIVISION
SYSTEM FOR ELECTING DIRECTORS

WHEREAS, the North Marin Water District ("District") is a County Water District duly organized under the County Water District Law of the State of California. The District's Board of Directors is comprised of five Directors currently elected in "at-large" elections, in which each Director is elected by the registered voters of the entire service area; and

WHEREAS, in the at-large election system, candidates for the Board of Directors may live in any part of the District's service area and each Director is elected by the voters of the entire service area; and

WHEREAS, in a by-division election system, a candidate for the Board of Directors must live in the division which he or she wishes to represent, and only the voters of that division are entitled to vote on who their representative will be; and

WHEREAS, on February 13, 2019, the City of Novato received a letter from attorney Kevin I. Shenkman asserting that the City's at-large election system violates the California Voting Rights Act of 2001 (Elections Code H14025-14032) ("CVRA") and threatening to sue the City unless the City voluntarily transitioned to a district-based election system for its city council; and

WHEREAS, under California Elections Code Section 14028(a), a CVRA violation is established if it is shown that racially polarized voting occurs in elections in a particular jurisdiction, and under the CVRA, "racially polarized voting" means voting in which there is a difference in the choice of candidates or other electoral choices that are preferred by voters in a protected class, and in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate (Elections Code Section 14026(e)); and

WHEREAS, the District's service area in the Novato area is similar, but not identical to, the city boundaries; and

WHEREAS, the District denies that its at-large system for electing its Directors violates the CVRA or any other provision of law and asserts the District's election system is legal in all

respects and further denies any wrongdoing in connection with the manner in which it has conducted its elections; and

WHEREAS, California Water Code sections 30730 through 30733, part of the County Water District Law, authorizes county water districts like the District to utilize a "by-division" system for electing Directors, and Elections Code section 22000 specifies the criteria to be considered by the Board in creating the divisions; and

WHEREAS, California Elections Code Sections 10010 and 10650 provide an alternative procedure for political subdivisions, including county water districts, to transition to a by-division system for electing Directors in furtherance of the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of the California Elections Code), by holding a series of public hearings to obtain public input before completing the transition by adopting an ordinance; and

WHEREAS, California Elections Code Section 10010 also provides a "safe harbor" wherein a jurisdiction that adopts an ordinance establishing district-based elections within 90 days after first passing a resolution of intent to transition to district-based elections may transition to district-based elections without the threat of CVRA litigation, and potentially avoid exposure to a \$30,000 award to potential plaintiffs and their attorney(s) for reimbursement of costs incurred in bringing about the transition; and

WHEREAS, based on the foregoing, the Board of Directors has determined that the public interest would be best served by transitioning to a by-division election system and avoiding the risks and costs of defending against a CVRA lawsuit or a transition initiated in response to a letter such as that received by the City of Novato; and

WHEREAS, at its special meeting on April 23, 2019, the Board of Directors adopted a resolution of intent (Resolution No. 19-04) to establish a by-division voting process pursuant to California Elections Code Section 10010 (including the provisions of subdivision (e)(3) thereof); and

WHEREAS, the change in the method of electing Directors of the Board of the District made by this ordinance is being made in furtherance of the purposes of the California Voting Rights Act of 2001 (including the implementation of the guarantees of Section 7 of Article I and of Section 2 of Article II of the California Constitution, as set forth in California Elections Code Section 14031); and

WHEREAS, under the provisions of California Elections Code Section 10010, a political subdivision that changes from an at-large method of election to a by-division method of election shall hold at least two (2) public hearings over a period of no more than thirty (30) days, at which the public is invited to provide input regarding the composition of the divisions before drawing a draft map or maps of the proposed boundaries of the divisions; and

WHEREAS, before any maps of the proposed boundaries of the divisions were drawn, the Board of Directors held two (2) public hearings on May 7, 2019, and May 21, 2019, respectively, at which time input from the public on the composition of the District divisions including criteria for determining division boundaries and the timing and sequence of implementing division elections was invited and heard; and

WHEREAS, at the public hearings on May 7, 2019, and May 21, 2019, the District considered all oral and written information, testimony, and comments received during the public review process, including information received at the public hearings, oral and written reports from District staff and the District's demographer, exhibits, maps, and all other pertinent information prior to acting on, or making recommendations on, the division elections process and composition of maps; and

WHEREAS, at the public hearing on May 21, 2019, the Board of Directors instructed its demographer to develop three (3) draft map options containing five (5) divisions each; and

WHEREAS, on May 28, 2019, consistent with the provisions of California Elections Code Section 10010, the District posted on the District's website and made available for release, all three (3) of the draft maps then under consideration, which were entitled "Plan A," "Plan B," and "Plan C. " In addition a notice was published in the Marin IJ newspaper publication, on May 28, 2019, advising the public that the three (3) draft maps were available on the District's website and the public was invited to provide comment via the District's public email, social media, and by otherwise directly contacting District staff; and

WHEREAS, as required by California Elections Code Section 10010, the District held two additional hearings within a period of no more than forty-five (45) days, the first on June 4, 2019, and the second on June 18, 2019, at which the public was invited to provide input regarding the content of the three draft maps, as well as the timing and sequence of division elections; and

WHEREAS, at the public hearing on June 4, 2019, the Board of Directors considered all oral and written information, testimony, and comments received through the public review process, including information received at the public hearings, oral and written reports from District staff and the District's demographer, exhibits, maps, and all other pertinent information prior to acting on, or making recommendations on, the content of the draft map or maps and the proposed timing and sequence of elections; and

WHEREAS, at the public hearing on June 4, 2019, the Board of Directors instructed its demographer to retain the three existing maps for further consideration, and to also develop large format maps for improved readability; and

WHEREAS, on June 11, 2019, consistent with the provisions of California Elections Code Section 10010, the original three (3) draft map alternatives, Plan's A, B and C, as well as three (3) large format versions of these same three maps, were posted on the District's website. In addition, on June 11, 2019, a notice was published in the Marin IJ inviting the public to provide comment via the District's public email, social media, and by otherwise directly contacting District staff; and

WHEREAS, at the public hearing on June 18, 2019, the Board of Directors considered all oral and written information, testimony, and comments received during the public review process, including information received at the public hearings, oral and written reports from District staff and the District's demographer, exhibits, maps, and all other pertinent information prior to acting on the draft maps and the timing and sequence of elections; and

WHEREAS, at the public hearing on June 18, 2019, the Board of Directors voted 4-1 to approve Plan A Map as the District's voting division boundary map with direction to the demographer to make some minor modifications to clean up certain lines between divisions provided these could be accomplished without causing significant change in the population deviations among the divisions. The demographer made those adjustments, and on or before July 9, 2019, the final, revised Plan A was published and posted on the District's website. The final Plan A Map as revised is attached hereto. The Board also voted to approve sequencing of the by-division elections such that elections for Districts 2, 3, and 4 would be held in November 2020 and every four years thereafter, and elections for Districts 1 and 5 would be held in November 2022 and every four years thereafter; and

WHEREAS, the purpose of this Ordinance is to enact, pursuant to California Elections Code Section 10010 and in furtherance of the California Voting Rights Act of 2001, an ordinance providing for the election of Directors of the Board of Directors of the North Marin Water District by-division in five divisions to be created hereby.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF DIRECTORS OF NORTH MARIN WATER DISTRICT AS FOLLOWS:

SECTION 1. PURPOSE AND AUTHORITY

The purpose of this Ordinance is to enact, pursuant to California Elections Code Section 10010 and in furtherance of the California Voting Rights Act of 2001, an ordinance providing for the election of members of the Board of Directors of the North Marin Water District by five (5) single-member divisions. This Ordinance is adopted pursuant to the District's authority under California Elections Code Section 10010 and California Elections Code Section 10650. The change in the method of electing members of the legislative body is being made in furtherance of the purposes of the California Voting Rights Act of 2001 (Chapter 1.5 (commencing with Section 14025) of Division 14 of the California Elections Code).

SECTION 2. EFFECT OF ORDINANCE

This Ordinance shall take effect thirty (30) days following its passage and adoption on July 16, 2019. In the event a summary of said Ordinance is published in lieu of the entire Ordinance, a certified copy of the full text of this Ordinance shall be posted in the office of the District Secretary at least five (5) days prior to its adoption and within fifteen (15) days after its adoption on July 16, 2019, including the vote of the Directors. Additionally, a summary prepared by the District General Counsel and District Secretary shall be published once at least five (5) days prior to the date of adoption of this Ordinance and once within fifteen (15) days after its passage and adoption on July 16, 2019, including the vote of the Directors, in the Marin IJ, a newspaper of general circulation within the North Marin Water District.

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SECTION 3. BY-DIVISION ELECTORAL SYSTEM FOR FIVE DIRECTORS.

- a) Pursuant to California Elections Code Sections 10010 and 10650, and California Government Code Section 61040, Directors shall be elected by-divisions in five (5) divisions.

- b) Except as provided in subdivision (c) hereof, the Director elected to represent a division must live in that division and be a registered voter in that division, and any candidate for Director must live, and be a registered voter, in the division in which he or she seeks election at the time nomination papers are issued, pursuant to subdivision (b) of California Government Code Section 61040 and California Elections Code Section 10510.
- c) A Director in office at the time this ordinance takes effect shall continue in office until the expiration of the full term to which he or she was elected or appointed and until his or her successor is qualified. If vacancies in Director offices elected at-large occur before expiration of the full term thereof, such vacancies may be filled according to law from the District at-large.
- d) Upon expiration of the full term of each Director elected at-large, that Director's successor shall be elected only on a by-division basis in the divisions established by this Ordinance. A vacancy in a Director office elected or appointed by-division shall be filled according to law by a person qualified to hold the office, who lives, and is a registered voter, in the division.

SECTION 4. DIVISIONS.

- (a) Elections shall take place, and Directors shall be elected, "by-divisions" as that term is defined in California Government Code Section 61025, meaning one member of the division shall be elected from each division, by the voters of that division alone.
- (b) The metes and bounds of the divisions are set forth in Exhibit 1 attached hereto and incorporated by this reference.

In addition, a map showing the divisions described in this Ordinance is attached hereto as Exhibit 2 and incorporated by this reference. To the extent there is a conflict between the metes and bounds descriptions and the map, the metes and bounds descriptions shall prevail. If necessary to facilitate the implementation of this Ordinance, the General Manager or his or her designee is authorized to make technical adjustments to the division boundaries that do not

substantively affect the populations in the divisions or the eligibility of candidates. The General Manager shall consult with the District General Counsel concerning any technical adjustments deemed necessary and shall advise the Board of Directors of any such adjustments required in the implementation of the divisions.

The divisions specified in subdivision (b) shall continue in effect until they are amended or repealed in accordance with law.

SECTION 5. ELECTION SCHEDULE

Directors from Divisions 2, 3, and 4 as so constituted shall be elected by division beginning at the Statewide General Election in November 2020, and every four years thereafter.

Directors from Divisions 1 and 5 shall be elected by division beginning at the Statewide General Election in November 2022, and every four years thereafter.

SECTION 6. EXEMPTION FROM CEQA

The Board of Directors finds that the actions taken in this Ordinance are exempt from the requirements of the California environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Section 15061(b) (3) because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

SECTION 7. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this ordinance. The Board of Directors of the North Marin Water District hereby declares that it would have passed this ordinance and each section or subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 8. ADMINISTRATIVE IMPLEMENTATION

The General Manager is authorized and directed to establish appropriate administrative procedures consistent with the provisions of this ordinance and to take reasonable and appropriate action to fully implement the provisions of this ordinance.

The General Manager, or the person or persons to whom such task may from time to time be delegated, is further authorized and directed to make further nonsubstantive administrative changes, as approved by District General Counsel, to the Corrected Ordinance (including revisions in formatting as may be suggested by the publisher) for consistency and ease of reference within sixty (60) days from the date of adoption.

ADOPTED by the Board of Directors of North Marin Water District, a public agency in the State of California, Counties of Marin and Sonoma, at its regular meeting held on the 16th day of August July, 2019, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jack Baker, President
North Marin Water District

ATTEST:

Theresa Kehoe, Secretary
North Marin Water District

(SEAL)

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MEMORANDUM

To: Board of Directors

August 2, 2019

From: Julie Blue, Auditor/Controller 

Subj: Human Resources Consulting

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RECOMMENDED ACTION: Extend Contract with Darlene Rhodes to Provide Continued Human Resource (HR) Consulting Services

FINANCIAL IMPACT: Not to Exceed \$10,500

At the January 8, 2019 meeting, the Board authorized a consulting agreement between the District and Darlene Rhodes for Human Resources (HR) services. HR is an ongoing need of any organization and has been covered by the Auditor/Controller, with the assistance of legal counsel, HR consulting, and the accounting staff since the position of Accounting/HR Supervisor has remained unfilled.

Darlene has worked with Management and staff for the past six months to assist in the day to day HR related operations. She has also provided executive coaching and has assessed the department needs of the accounting department. The objective of this consulting services agreement is to provide continued assistance for current HR matters and to assess the ongoing needs of the District.

The total fee for these tasks is estimated at a maximum of \$10,500, as shown in the attached proposal. The original contract was approved for \$19,800 and to date the total costs of HR services provided by the consultant have totaled \$18,270. The vacant Accounting/HR Supervisor position continues to create a favorable FY 2019-20 budget variance of approximately \$10,000 per month which adequately covers the costs of the HR consultant.

Once approved by the Board, the consultant will continue her work with the Auditor/Controller and other members of Management and staff to assess and fulfill the department level needs of the District. The consultant will be available for additional tasks as outlined above or assigned specific tasks as directed by the Auditor/Controller or the General Manager. The term of the contract will span three and one half months, approximately from August 1, 2019 through November 15, 2019.

RECOMMENDATION:

Board to authorize an additional \$10,500 for HR Consultant Darlene Rhodes to provide continued Human Resources Consulting Services.

DARLENE D. RHODES · HR CONSULTING

DARLENE D. RHODES, JD, IPMA-SCP, AWI-CH
535 W. Napa St. · Sonoma, CA 95476
(440) 714-7023

North Marin Water District – Human Resources Project
Executive Human Resources Consultation
SCOPE OF SERVICES
PROPOSAL

In coordination with Drew McIntyre, General Manager, this scope of services is proposed to respond to identified Human Resources goals and needs within the North Marin Water District.

Services shall include: General Executive Human Resources consulting.

GOALS

1. To continue to provide Executive Human Resources consultation services related to continued departmental organizational assessments, updating/creating job classifications, recruitment and onboarding (specifically recruiting for/onboarding of the new HR staff member), performance management, and other HR-related needs; as well as to develop any improvement goals, consistent with talent management development recommendations and departmental and/or organizational goals.

PROPOSAL TIMELINE, EXPECTATIONS & DELIVERABLES

August 2019 – November 2019	GENERAL EXECUTIVE HR CONSULTING General Executive Human Resources Consulting will be ongoing on an as-needed basis, as requested by Julie Blue or Drew McIntyre.
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OTHER TERMS

Consultant Presence/Onsite Requirements

- For all requested meetings, Consultant will be on-site at the North Marin Water District located at 999 Rush Creek Place, Novato – unless otherwise agreed.
- Consultant will be available via telephone, email or text for all HR requests, not requiring an in-person meeting. No regular office hours will be established; this contract will be on an as-needed basis.

Project Timeline Commitment: Consultant commits to project for a time period up to 13 weeks (or approximately three and one-half months) with the option to extend, by mutual agreement of Consultant and North Marin Water District General Manager. Timeline would begin as early as **August 2019**. Project time period would conclude approximately **November 2019**. Extension requires formal amendment to agreement, executed by the General Manager or his designee.

Scope of Services PROPOSAL

COSTS / FEES

Executive HR Consultation* \$175 / hour

**Consultations include Consultant travel to/from Sonoma, CA*

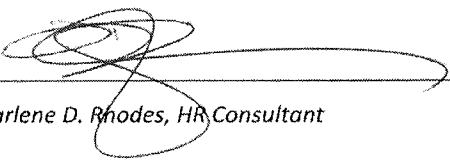
Estimated Costs

Executive HR Consultation: NTE 60 hours \$ 10,500.00

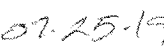
PROPOSAL TOTAL: \$ 10,500.00**

Drew McIntyre, General Manager for NMWD

Date



Darlene D. Rhodes, HR Consultant



Date

****Billed bi-monthly; 10th and 25th of month**

8

MEMORANDUM

To: Board of Directors

August 2, 2019

From: Drew McIntyre, General Manager 

Re: PES Environmental, Inc. General Services Agreement

R:\NON JOB No ISSUES\Consultants\PES\PES Genl Servs Agmt BOD memo 8-6-19.doc

RECOMMENDED ACTION: Authorize General Manager to execute a General Consulting Services Agreement with PES Environmental, Inc.

FINANCIAL IMPACT: \$60,000 (included in FY CIP Budget)

The amount of required engineering work related to existing planned District Capital Improvement Project (CIP) work as well as specialty disciplines not available in-house, continues to necessitate outsourcing of various consulting services on an as-needed basis. The District currently has general engineering services contracts with various consulting firms including PES Environmental (PES), CSW/Stuber-Stroeh, Miller Pacific Engineering Group, and White & Prescott. The purpose of this memo is to request a new General Consulting Services (GCS) Agreement with PES. Attached is an agreement for PES to provide outsourcing support for consulting services to assist staff with a not-to-exceed limit of \$60,000. The first task, at \$43,200, will be related to evaluating the hydrogeologic condition within the north pasture of the Gallagher Ranch (see scope of work and vicinity map attached as Exhibit A to the agreement) related to the FY2019-20 CIP project, Gallagher Well No. 2. Additional services are expected to support staff in evaluating the merits of any proposed on-site wastewater disposal system at the former Coast Guard Housing Parcel in Point Reyes Station.

PES has a proven track record with the District in providing high quality and responsive services at reasonable costs. They have assisted the District with the Pt. Reyes Affordable Housing project in 2002 as well as the Gallagher Auxiliary Stream Gauge project in FY14 and FY15 and the exploration for potential groundwater supply well locations on the Gallagher Ranch in FY2015/16. As PES is already familiar with the project and the area, a new GCS Agreement is desired with PES for the Gallagher Well No. 2 project.

A summation of contract billings for PES general engineering services for the last several years is provided as follows:

TABLE I

Contract Issuance Year	Billing Year	Total Billings
FY02-03	2003	\$2,523
FY13-14	2013	\$31,139
	2014	\$9,136
FY15-16	2015	\$27,710

2016	\$1,190
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RECOMMENDATION

That the Board authorize the General Manager to execute a General Consulting Services Agreement between NMWD and PES Environmental, Inc. with a not-to-exceed limit of \$60,000.

AGREEMENT FOR GENERAL CONSULTING SERVICES

The following is an agreement between **North Marin Water District**, hereinafter "**NMWD**", and PES Environmental, Inc., hereinafter, "**Consultant**".

WHEREAS, Consultant is a duly qualified consulting firm, experienced in the field of hydrogeology;

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 various hydrogeologic studies and related consulting 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. The scope of services for Task 1 is provided as Exhibit A.
- b. The fee for the work shall be on a time and expense (T & E) basis utilizing the fee schedule included in Exhibit B of this agreement and shall not exceed \$60,000 without prior written authorization by the District.

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 participated 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 the negligent acts, errors or omissions, failure to perform 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.
- 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.
- c. NMWD agrees that the liability of Consultant and all directors, officers, employees, agents and subcontractors of Consultant to NMWD for all claims, suits, arbitrations or other proceedings arising from the performance of the services under this agreement shall not exceed the limits of insurance specified in Section 14 of this agreement.

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

4. PROSECUTION OF WORK: The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be completed by December 31, 2020, 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:
PES Environmental, Inc.
7665 Redwood Blvd., Suite 200
Novato, CA 94945
Attn: Nicholas Pogoncheff

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.

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 CONTRACTORS/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 contractor/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

Contractor/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 effecting 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 Contractor/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 Contractor/Consultant.
2. For any claims related to this project, the Contractor/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 Contractor/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 bill NMWD for work on a monthly basis and shall include a summary of work for which payment is requested. 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: _____

Drew McIntyre, General Manager

**PES ENVIRONMENTAL, INC.
"CONSULTANT"**

Dated: _____

Nickolas Pogoncheff

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August 1, 2019

872.002.01.P004

Mr. Drew McIntyre
General Manager
North Marin Water District
999 Rush Creek Place
Novato, CA 94948

Re: Proposal

**Exploration for Potential Groundwater Supply Well Location
Gallagher Ranch North Pasture Area
Gallagher Wells Project
Point Reyes Station, California**

Dear Mr. McIntyre:

PES Environmental, Inc. (PES) appreciates the opportunity to present this proposal to the North Marin Water District (NMWD) in response to your request to evaluate hydrogeologic conditions within the north pasture area (Plate 1) of Gallagher Ranch. The purpose of the evaluation is to assess the suitability of groundwater resources to support an additional groundwater supply well at the property, and in doing so, serve to supplement groundwater supply for NMWD from the existing Gallagher Production Well (Plate 1). The floodplain terrace adjacent to Lagunitas Creek is selected for subsurface exploration as the Quaternary alluvial (Qal) deposits represent the principal source of groundwater in the area (e.g., similar to the existing groundwater supply wells at the Gallagher Ranch property). The proposed scope of work and estimated planning cost to perform this evaluation are described in the following sections of our proposal.

PROPOSED SCOPE OF WORK

Similar to the evaluation performed by PES in the south pasture area of the Gallagher Ranch property in 2015, the proposed scope of work includes: (1) submitting a Well Drilling Permit application (with permit fee) to the Marin County Community Development Agency, Environmental Health Services; (2) drilling two soil test borings (NP-1 and NP-2 as shown on Plate 1) to the approximate depth of 65 feet below ground surface (ft bgs), which is the estimated maximum depth of the Qal deposits; (3) completing one of the soil test borings as a 1-inch diameter piezometer (i.e., for measuring groundwater level elevations); (4) completing one of the soil test borings as a 4-inch diameter (temporary) test well (i.e., to facilitate aquifer testing); (5) performing (with assistance from NMWD) aquifer tests (i.e., likely two) designed

Mr. Drew McIntyre
August 1, 2019
Page 2 of 3

to incorporate pumping from the existing Gallagher Production Well, and based upon those results, likely a second test to also incorporate pumping from the 4-inch diameter test well (i.e., location NP-1 or NP-2); and (6) preparing a report to present the results of the field investigations and recommendations for suitability of constructing a supplemental groundwater supply well in the north pasture area of the Gallagher Ranch property. Additional details of the proposed scope of work are described below.

It is anticipated that subcontractor drilling services for completion of the soil test borings, piezometer, and test well, will be provided by either (based upon schedule and availability) Clear Heart Drilling, Inc. or Weeks Drilling and Pump Company. All field activities will be completed under the supervision of a PES California professional geologist or engineer. Additionally, all drilling services will be performed by a licensed contractor possessing a valid C-57 water well contractors licenses issued by the State of California in accordance with standards specified in the California Department of Water Resources Bulletin 74-81 and 74-90.

The soil test borings will be completed using hollow stem auger drilling equipment. Relatively undisturbed soil samples will be collected from each boring with a split-barrel sampler at approximate 5-foot intervals, or as deemed appropriate by the PES geologist or engineer. A PES geologist or engineer will prepare a Field Lithologic Log for the borings and describe the soils for lithologic classification, color, and relative moisture in accordance with the ASTM Standard Practice for Description and Identification of Soils (Visual-Manual Procedure), the Unified Soil Classification System, and Munsell Color Index. It is assumed that all drilling cuttings and soil samples will remain at the site.

The 1-inch diameter piezometer and 4-inch diameter (temporary) test well will be constructed by installing the well casing and screen through the center of the hollow-stem augers. The piezometer and test well will be constructed, respectively, with 1-inch and 4-inch flush threaded PVC well casing and factory slotted 0.020-inch well screen, and a flush threaded end cap. Final design specifications for construction of the piezometer and test well (i.e., depth and well screen interval) will be based on hydrogeologic data obtained during drilling of the borings.

The purpose of the new piezometer (observation well) is to facilitate additional groundwater level elevation monitoring in response to operation of the existing Gallagher Production Well, and new (temporary) test well. Groundwater level elevations from piezometers and pumping wells will be recorded with electronic transducers (i.e., three owned by NMWD and an additional rental/purchase). The aquifer tests will be designed to incorporate: (1) independent pumping from the existing Gallagher Production Well while operating at maximum capacity; and (2) an anticipated second test with pumping from both the Gallagher Production Well and the (temporary) test well (i.e., equipped with a temporary submersible pump [for aquifer testing] capable to operate at pumping rates which range from approximately 40 to 70 gallons per minute). The specifics of the aquifer tests will be developed in coordination with NMWD,

Mr. Drew McIntyre
August 1, 2019
Page 3 of 3

and to facilitate optimal use of NMWD's water supply pumping schedule for the Gallagher Production Well.

If aquifer test results show that groundwater level elevations at the new piezometer location decline notably in response to pumping of the existing Gallagher Production Well, it would be inferred that such operation is competing in relation to further development of groundwater resources within the north pasture area. In the event that negligible (or not significant) groundwater level drawdown is measured at the new piezometer in the north pasture area (i.e., in response to pumping from the Gallagher Production Well), and results from the soil test borings suggest hydrogeologic conditions are favorable for potential further development of groundwater resources, the north pasture area of the property may represent a suitable location for an additional groundwater supply well for NMWD.

ESTIMATED PLANNING COSTS

The estimated planning costs to perform the proposed scope of work are based upon the details and assumptions summarized in Table 1. The detailed costs have been developed based upon PES' 2019 Schedule of Charges that is discounted for NMWD (provided as an Attachment), including: a 15 percent discount of our labor rates, reduced markup of 10 percent (i.e., from standard of 15 percent) for reimbursables and subcontractor services, and waiver of the 4 percent communication surcharge on labor. As summarized in Table 1, the total estimated planning cost to complete the scope of work is approximately \$43,200.

PES appreciates the opportunity to assist NMWD in further evaluating groundwater resources to enhance the Gallagher Wells Project and Point Reyes Station community water supply. Should you have questions regarding this information, please contact me at (415) 899-1600.

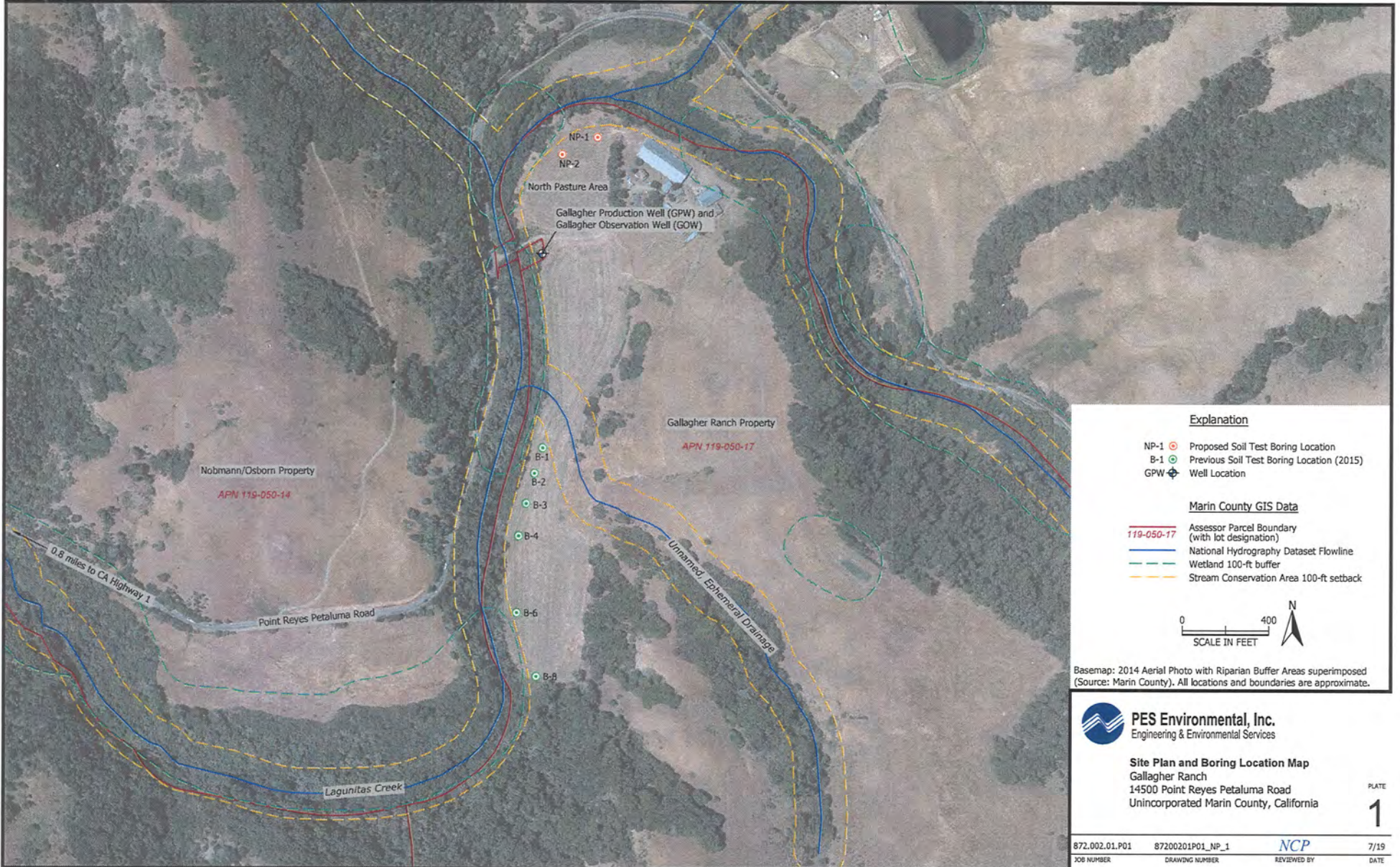
Very truly yours,

PES ENVIRONMENTAL, INC.



Nicholas C. Pogoncheff, P.G.
Principal Hydrogeologist

Attachments: Plate 1 – Site Plan and Boring Location Map
Table 1 – Estimated Planning Costs
2019 Discounted Schedule of Charges



Explanation

- NP-1 Proposed Soil Test Boring Location
- B-1 Previous Soil Test Boring Location (2015)
- GPW Well Location

Marin County GIS Data

- 119-050-17 Assessor Parcel Boundary (with lot designation)
- National Hydrography Dataset Flowline
- Wetland 100-ft buffer
- Stream Conservation Area 100-ft setback

0 400
SCALE IN FEET

Basemap: 2014 Aerial Photo with Riparian Buffer Areas superimposed (Source: Marin County). All locations and boundaries are approximate.

PES Environmental, Inc.
Engineering & Environmental Services

Site Plan and Boring Location Map
Gallagher Ranch
14500 Point Reyes Petaluma Road
Unincorporated Marin County, California

PLATE
1

**Table 1. Estimated Planning Costs
Exploration for Potential Groundwater Supply Test Well Location
Gallagher Ranch North Pasture Area**

Scope of Work			Well Drilling Permit Application		Soil Test Borings Construct Piezometer (Temp) Test Well		Aquifer Test 1 Gallagher Production Well		Aquifer Test 2 Gallagher Production Well & (Temp) Test Well		Aquifer Test Analysis & Report Preparation		Totals	
			Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost	Units	Cost
PES LABOR														
Principal Hydrogeologist	hr	\$210	0	\$0	2	\$420	4	\$840	8	\$1,680	36	\$7,560	50	\$10,500
Associate Hydrogeologist	hr	\$170	0	\$0	4	\$680	16	\$2,720	16	\$2,720	24	\$4,080	60	\$10,200
Senior Staff Geologist/Engineer	hr	\$123	2	\$246	36	\$4,428	0	\$0	0	\$0	4	\$492	42	\$5,166
CADD	hr	\$98	0.5	\$49	0	\$0	0	\$0	0	\$0	2	\$196	2.5	\$245
Word Processing & Clerical	hr	\$68	0	\$0	0	\$0	0	\$0	0	\$0	2	\$136	2	\$136
TOTAL PES LABOR COSTS				\$300		\$5,530		\$3,560		\$4,400		\$12,460		\$26,250
PES EQUIPMENT														
Vehicle/Fuel	dy	\$100	0	\$0	4	\$400	2	\$200	2	\$200	0	\$0	8	\$800
PES Equipment/Supplies	unit	\$150	0	\$0	3	\$450	1	\$150	1	\$150	0	\$0	5	\$750
TOTAL PES EQUIPMENT COSTS				\$0		\$850		\$350		\$350		\$0		\$1,550
REIMBURSABLES & SUBCONTRACTOR SERVICES														
Marin County EHS Well Drilling Permit	ls	\$1,500	1	\$1,500										\$1,500
Drilling Services (Clear Heart or Weeks Drilling)	est	\$12,500			1	\$12,500								\$12,500
In-Situ Transducer Purchase	unit	\$1,000					1	\$1,000						\$1,000
Pump Rig Set/Remove Submersible Pump	est	\$2,500							1	\$2,500				\$2,500
Submersible Pump w/ Inline Flow Meter Rental	week	\$1,000							2	\$2,000				\$2,000
1500 ft Pump Discharge Pipe Rental	week	\$500					2	\$1,000	2	\$1,000				\$2,000
TOTAL REIMBURS & SUBCONT SERVICES (w/ 10% markup)				\$1,650		\$13,750		\$2,200		\$6,050		\$0		\$15,400
TOTAL ESTIMATED PLANNING COSTS				\$1,950		\$20,130		\$6,110		\$10,800		\$12,460		\$43,200

Costs for Aquifer Tests 1 & 2 based on assumption that NMWD will provide personnel for operation and maintenance of pumping operations, including submersible pump for (temporary) Test Well during Aquifer Test 2. PES to provide design, general oversight, initial setup of Aquifer Tests and equipment (with periodic site visits), and training/instructions for NMWD personnel.



PES Environmental, Inc.

Engineering & Environmental Services

7665 Redwood Boulevard

Suite 200

Novato, California 94945

(415) 899-1600

(415) 899-1601 FAX

NORTH MARIN WATER DISTRICT 2019 DISCOUNTED SCHEDULE OF CHARGES

The following fee schedule applies to all Services provided by PES Environmental, Inc. (PES). This schedule is effective January 1, 2019. Titles are generic and no distinction is made between engineers, geologists, hydrogeologists, or other professions.

Professional Title

Principal Professionals	\$210 per hour
Associate Professionals	\$170 per hour
Senior Professionals	\$157 per hour
Project Professionals	\$140 per hour
Senior Staff Professionals	\$123 per hour
Staff Professionals	\$110 per hour
Sr. CADD Operators	\$98 per hour
CADD Operators	\$89 per hour
Word Processing & Clerical Support	\$68 per hour
Technician	\$50-70 per hour

These rates are evaluated on an annual basis and may be subject to an increase to reflect the then current rates. Fee schedules for field/safety equipment and fleet vehicles provided by PES are submitted or included with project or contract-specific cost estimates. ~~Costs for routine office phone calls, faxes, standard postage, and photocopying will be covered by a 4 percent communication surcharge on labor.~~ Fees for expendable supplies, rented or leased equipment, and/or subcontractors retained by PES for a project or contract are billed at a rate of cost plus 15 10 percent. This charge includes insurance costs, business taxes, administrative fees, processing fees, and carrying costs. On projects that require substantial subcontractor costs, PES may invoice all, or a portion of, subcontractors' fees prior to performing the work. Travel time will be charged at regular hourly rates, not to exceed 8 hours per day. Rates for or associated with expert testimony will be increased by 50 percent.

Invoices are payable upon presentation and are past due 30 days from the submittal date. A finance fee will be charged for past due accounts at the rate of 1-1/2 percent per invoice per month, or at the maximum amount allowed by law.

(wcp /08/01/2019)
initial date

9

MEMORANDUM

To: Board of Directors Date: August 2, 2019
From: Rocky Vogler, Chief Engineer *RV*
Subject: 2018 Novato Water System Master Plan – Administrative Draft
R:\Folders by Job No\7000 jobs\7039.02 Novato WMP\Board Agenda Items\2018 Admin Draft Master Plan BOD Memo.doc

RECOMMENDED ACTION: Information only

FINANCIAL IMPACT: None

BACKGROUND

In 2002, the District coordinated various studies and evaluations of the Novato water system into one comprehensive plan. The Novato Water System Master Plan Final Report was accepted by the Board on June 18, 2002. It was the intent in creating the Master Plan to update the document every five years. In 2007, the Master Plan was updated and expanded and the 2007 Master Plan Update Final Report was accepted by the Board on January 11, 2008. The 2012 Master Plan was updated utilizing District staff and outside consultants, and was accepted by the Board on May 7, 2013.

For preparation of the 2018 Master Plan, the District entered a Consulting Engineering Services Agreement with Kennedy Jenks (KJ) to prepare a detailed hydraulic model of the Novato system incorporating the District's Geographical Information System (GIS). In addition, KJ analyzed water demands, evaluated storage and pumping, and prepared a capital improvement plan. District staff was instrumental in preparing the Master Plan, including the work of multiple staff and department heads. Staff participated in the project through interviews and input in revisions of specific chapters. Each discipline and department within the District has been represented as part of the project team and each section has been updated to reflect current data and information. The attached Executive Summary provides the key highlights of the information provided in each of the 10 chapters of the plan. Key tables and figures are provided as well as part of the Executive Summary.

PATH FORWARD

The Administrative Draft report has been completed and is available to download on the District's website at <https://www.nmwd.com/pdfs/Board/2019/2018NovatoWMPAdminDraft.pdf>. An oral presentation to highlight the critical elements and provide key background information on the plan will be presented at the August 6th meeting, and staff will solicit additional comments on the Administrative Draft of the Water Master Plan. Adoption of the Final Water Master Plan 2018 Update is scheduled for the September 3rd meeting. Accordingly, staff is proposing a cut-off date of August 20th, 2019 for final comments and/or questions.

10

DISBURSEMENTS - DATED JULY 18, 2019

Date Prepared 7/16/19

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	Able Tire & Brake	Tires (4) (Vac Trailer) (\$547) & ('02 5yd Dump Truck (\$840)	\$1,386.58
2	Allquip Universal	Filter Parts for Vac Trailer	363.58
3	All Star Rents	Propane (21.9 gals)	71.05
4	Alphagraphics Marin	Design and Print Water Quality Reports (Novato) (750) (\$1,452) & (Pt Reyes) (100) (\$562)	2,014.14
5	Arnold, Colleen & Christopher	Refund Overpayment on Open Account	114.04
6	Arrow Benefits Group	June Dental Expense	2,354.70
7	Buck's Saw Service	Generators to Power Internet and Radio Network (3) (\$6,445) & Weedline for Weed Trimmer	6,463.33
8	Building Supply Center	Hose for Hydration Station, Distilled Water & Instant Read Thermometer	36.54
9	Calgon Carbon	Activated Carbon (4,900 CF) (STP)	173,024.64
10	Clipper Direct	August Commuter Benefit Program	422.00
11	Cummings Trucking	Rock (33 yds)	1,422.14
12	DeGabriele, Chris	Progress Pymt #5: Consulting Services: Novato Creek Steelhead Recovery (\$576), Office Renovation (\$768) & Misc (\$240)	1,584.00
13	Dykes-Hislop, Lisa	Novato "Cash for Grass" Rebate Program	150.00
14	Ehlers, Linda	Novato "Toilet" Rebate Program	100.00
15	Eurofins Eaton Analytical	Lab Services for UCMR4 Monitoring	880.00
16	Evoqua Water Technologies	Service on Lab Deionization System	263.85
17	Fishman Supply	Safety Glasses (18) & Nitrile Gloves (336)	259.49

Seq	Payable To	For	Amount
18	Fisher Scientific	Petri Dishes (500) & Buffer (Lab)	90.99
19	Frontier Communications	Leased Lines	1,431.41
20	Goodpaster, Stacie	Exp Reimb: AWWA Membership Dues (9/19-8/20) (\$277) (Budget \$280) & Grade 4 Water Quality Analysis CA-NV AWWA Certification Renewal (\$55) (9/19-8/20)	332.00
21	Grainger	12" X 18" Parking Sign, Tarps (6), US Flag, California State Flag, Cordless Spotlight (\$114), Trailer Lock for Generator (\$101), First Aid Kits for Lab (4), Socket (2) & Hand Soap	542.88
22	Hach	Replacement Colorimeter for CL-17 Chlorine Analysis (STP)	574.41
23	Hildebrand Consulting	Prog Pymt #1: Water Rate Study (Balance Remaining on Contract \$40,145)	9,620.00
24	Hill, Chris	Novato "Toilet" Rebate Program	100.00
25	Ianniccheri, Albert	Novato "Toilet" Rebate Program	100.00
26	InfoSend	June Processing Fee for Water Bills (\$1,271), Postage (\$3,479) & June Monthly Support Fee (\$779)	5,528.87
27	Kiosk Creative	Communications Review Strategy & Plan 2019/2020 (Balance Remaining on Contract \$11,215)	1,700.00
28		Vision Reimbursement	144.00
29	Maltby Electric	Parts, Cable & Plugs for Emergency Generator	6,122.11
30	Marin Landscape Materials	Mulch (7 yds)	402.54
31	McDavid, Wesley	Novato "Smart Irrigation Controller" Program	180.00
32	Medora	Motor Control Cord (\$505), Battery (\$970), Controller (\$2,696) & Hardware Kit for Solarbee for Stafford Lake	4,287.38
33	Michael Baker International	Prog Pymt #2: Engineering Services: Prepare Additional Inundation Map for Stafford Dam Weir Spillway Failure Scenario (Balance Remaining on Contract \$8,185)	4,086.00

Seq	Payable To	For	Amount
34	MSI Litho	Business Cards (250) (Rupp)	85.72
35	National Meter & Automation	1" & 5/8" Meters (90) (To Be Used w/AMI Retro Fit Registers)	13,874.06
36	Noll & Tam Architects	Prog Pymt #12: NMWD Headquarters Upgrade Master Plan (Balance Remaining on Contract \$25,424)	14,115.00
37	North Marin Auto Parts	Brakes ('08 Ford F250) (\$107), Service Parts, Oil Drain Plug, Battery Cable Lugs (58) (\$116), Oil, Batteries ('08 Ford F250) (\$273), Starter ('08 Ford F250) (\$255), Belts for Drill Press (2), Wheel Chock, Socket, Trailer Hitches (3) (\$460) & Trailer Light Connectors (2)	1,440.56
38	North Bay Gas	Nitrogen for TOC Monitors (STP) & June Cylinder Rental	773.79
39	Novato Builders Supply	Cement & Rental of U-cart (\$195) & Materials for Water Conservation Shed, OM Power Pedestal Rehab & OM Ponds Meter Pedestal	619.28
40	Novato Sanitary District	April 2019 RW Operating Expense	12,534.06
41	O'Reilly Auto Parts	Diesel Fuel & Brake Cleaner	220.95
42	Pace Supply	Box Lids (5) (\$532), Hydrant Bury (6) (\$1,419), Double Check Valve, Meter Stops (40) (\$1,150), Nuts & Bolts (6), Mega Lug Set & Flange Adapter	3,441.02
43	Pape Machinery	Pins for 3 pt Hitch Loader (\$397), Oil Filters, Air Filters & Service Parts	1,184.48
44	Pini Hardware	Hardware Supplies, Electric Grease for AMI Install, Paint Supplies, Fittings for WM Pumps, Hole Saw for AMI Lids (\$148), Parts for Vac Trailer, Sump Pump Fittings, Snap Rings, Ferrule/Stops, Cable, Flashtape, Crazy Glue, Insect Super Band, Wrench Stub, Rake, Paint, Irrigation Parts (\$80) & Putty Knife	446.80
45	Primex	Programming and SCADA Control Work for STP	2,050.35
46	RAE Products & Chemicals	Thermoplastic for Marking of Valves & Hydrants (18 rolls)	5,628.69

Seq	Payable To	For	Amount
47	R & B	Connection Rings (100) (\$320), Test Cock Valves (40), Brass Nipples (40) & Ells (40)	660.77
48	Recology Sonoma Marin	June Trash Removal	480.66
49	Reyes, Veronica	Novato "WSLE" Rebate Program - Residential	65.21
50	Rhinehart, Kevin	Novato "Toilet" Rebate Program	100.00
51	Darlene D. Rhodes	Prog Pymt #5: HR Consulting Services (Balance Remaining on Contract \$3,544)	2,668.75
52	Sonoma County Tree Experts	Remove Dead Oak Tree from Hill Above Blanca Tank	2,890.00
53	S-Scapes	Annual Backflow Testing Services for Customer Owned RP Devices (129)	7,740.00
54	Staples Business Credit	Office Supplies (\$1,386) & Shredder (\$1,656)	3,042.91
55	State Water Resources Control	T4 Certification Renewal (Corda) (11/19-11/22)	105.00
56	State Water Resources Control	Clean Water SRF Loan Principal & Interest-RW South PH2 (Pymt #6 of 20)	100,232.68
57	Stericycle Transportation Svcs	Hazardous Waste Disposal Fee	175.00
58	Thatcher of California	Ferric Chloride (9 tons) (STP)	5,141.85
59	Thomas Scientific	Tergajet Cleaner (8 lbs) (Lab)	82.90
60	United Parcel Service	Delivery Service: Lab Samples Sent for Analysis	88.99
61	USA BlueBook	4" X 5" Flags (NMWD) (10)	131.07
62	Volpe, Keryn & Michael	Refund Overpayment on Closed Account	933.00
63	VWR International	Chlorine F&T Pocket Colorimeter (\$447) & Buffer (2) (Lab)	533.36
TOTAL DISBURSEMENTS			<u>\$407,639.58</u>

The foregoing payroll and accounts payable vouchers totaling \$407,646.08 are hereby approved and authorized for payment."

Julie Blue
Auditor Controller

7/17/19
Date

[Signature]
General Manager

7/17/19
Date

DISBURSEMENTS - DATED JULY 25, 2019

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:

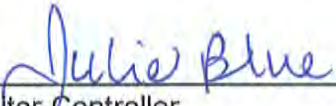
Seq	Payable To	For	Amount
P/R*	Employees	Net Payroll PPE 7/15/19	\$142,617.00
EFT*	Internal Revenue Service	Federal & FICA Taxes PPE 7/15/19	62,138.09
EFT*	State of California	State Taxes & SDI PPE 7/15/19	13,296.45
EFT*	CalPERS	Pension Contribution PPE 7/15/19	37,156.42
EFT*	US Bank	May Bank Analysis Charge (Lockbox \$912 & Other \$357, Less Interest \$172)	1,096.96
1	Allied Electronics	Air Valve Switches (10) (STP)	20.95
2	Alpha Analytical Labs	Lab Testing	20.00
3	Alphagraphics Marin	WaterLine Spring 2019 Printing & Processing (Novato \$4,971 - 18,600 & West Marin \$1,614 - 825)	6,585.16
4	American Family Life Ins	July AFLAC Employee Paid Benefit	3,009.05
5	Arrow Benefits Group	July Dental Admin Fee	282.50
6	Athens Administrators	May Bill Review	88.08
7	AT&T	Leased Lines	66.06
8	Bay Area Barricade Service	18" Cones (10) (STP)	107.95
9	Bearings & Hydraulics	Hyd Pump (Vac Trailer)	330.50
10	Comcast	July Internet Connection	143.29
11	Corda, Jeff	Exp Reimb: Lunch for GAC Vac Crew @ STP	160.85
12	Core Utilities	Consulting Services: June IT Support (\$6,066), Wonderware Issues (STP) (\$550), Troubleshoot Billing Issues (\$100), Website Maintenance (\$275) & Database Export for Rate Study (\$350)	7,341.03

Seq	Payable To	For	Amount
13	Diesel Direct West	Diesel (1,228 gals) (\$4,772) & Gasoline (230 gals) (\$811)	5,582.70
14	Ferguson Waterworks	AMI Concrete Lids (34) (\$6,751), AMI Meters (104) (\$52,724), Meter (901) & Lid (406) Installations (\$38,340), Annual Maintenance Agreement on AMI Software & Maintenance (5/1/19-4/30/20) (Budget \$4,200) (\$4,400) & AMI Gate Collectors (3-Year Contract) (Budget \$25,650) (\$76,950) (Less Credit Received of \$175,186 for Returned Parts)	3,978.55
15	Genterra Consultants	Prog Pymt #20: Dam Safety Consulting Services for STP (Balance Remaining on Contract \$3,846)	2,808.75
16	Grainger	Hard Hat, Spray Bottles (4), Electrical Connectors for Pump Stations (6) (\$122), Hitch Pins for Vehicles (8) (\$310), Air Filters for Lake Compressors (8) (\$186), Valves, Pump Hose (\$128), Bypass Lopper, Respirator Wipes (200) & Sunscreen (100)	1,054.23
17	Jung, Yoonwon	Novato "Cash for Grass" Rebate Program	300.00
18	Lincoln Life	Deferred Compensation 7/15/19 PPE	10,195.14
19	Marin IJ Processing Center	Classified Ad: NMWD Seeks Input From Residents for At-Large Election	95.60
20	McLellan, WK	Misc Paving	14,486.88
21	Metcalfe, Kathy	Novato "Toilet Rebate" Program	100.00
22	Miranda, Silas	Exp Reimb: CA Certification Courses, Manual, Exam, Application & T2 Certification Fees	590.00
23	Moser, Sharon	Novato "Toilet Rebate" Program	200.00
24	National Safety Council	Membership Renewal (Clark) (7/19-6/20) (Budget \$500)	495.00
25	Nationwide Retirement Solution	Deferred Compensation PPE 7/15/19	1,995.00
26	Novato Chamber of Commerce	Leadership Class (T Kehoe)	1,200.00
27	Office Depot	Super Glue, Clipboards (3), Markers Pens & Toner (\$123)	247.35


Seq	Payable To	For	Amount
28	Pace Supply	Couplings (6) (\$1,412), Meter Boxes (2) (\$256), Spools (2) (\$334), Concrete Extensions (6) (\$569), Tracer Wire (2,000) (500') (\$533) & 2" Copper Pipe (120') (\$1,150)	4,253.61
29	Parkinson Accounting Software	Annual Maintenance on Accounting Software (7/19-6/20) (Budget \$6,000)	7127.75
30	Pavone, Mathew & Karen	Refund Overpayment on Closed Account	56.29
31	PG&E	Power: Bldgs/Yard (\$5,484), Rect/Controls (\$527), Pumping (\$40,163), Treatment (\$278) & Other (\$160)	46,612.59
32	Point Reyes Prop Mgmt Assn	July HOA Dues (25 Giacomini Rd)	75.05
33	Rauch Communication Consultant	Consulting Services: CVRA Support (Balance Remaining on Contract \$11,194)	1,165.25
34	R & B	SS Handles for Brass Ball Valve (20)	286.44
35	Sage Software	Accounting Software Fixed Assets (Budget \$900) (7/19-7/20) (\$928) & Annual Software Subscription Renewal (7/19-7/20) (Budget \$9,500) (\$8,066)	8,994.17
36	Simpson, Austin	Exp Reimb: Plumbing Parts for STP	384.63
37		Vision Reimbursement	368.00
38	Soiland	Asphalt Recycling (6 tons)	47.28
39	Solar, Rosalia	Exp Reimb: Notary Fees	83.00
40	Sonoma County Water Agency	June Contract Water	372,012.37
41	SPG Solar	July Energy Delivered Under Solar Services Agreement	15,316.76
42	Syar Industries	Asphalt Recycling (6 tons)	1,038.73
43	Tamagno Green Products	Sludge Removal from STP (146 yds)	4,170.00
44	Township Building Services	June Janitorial Services	2,035.48
45	TPx Communications	July Telephone Charges	521.44
46	US Bank	July Safekeeping Treasury Securities	106.00

Seq	Payable To	For	Amount
47	Verizon Wireless	AMI Gateways, SCADA & Novato CIMIS Station	659.14
48	Waste Management	Green Waste Disposal from Tank Sites (5 yds)	231.64
49	White & Prescott	Prog Pymt #17: Engineering Services: PRE Tank #1 Topo Map (\$3,420), Prog Pymt #18: Engineering Services: Old Ranch Rd Tank Site (\$12,195), Prog Pymt #19: Engineering Services: Novato Open Space-Pell-WLE (\$495) & Prog Pymt #20: Engineering Services: 1758 Indian Valley Rd-WLE (\$450) (Balance Remaining on Contract \$27,735)	16,560.00
50	Wiley Price & Radulovich	June Legal Fees	81.00
		TOTAL DISBURSEMENTS	<u>\$799,976.16</u>

The foregoing payroll and accounts payable vouchers totaling \$799,976.16 are hereby approved and authorized for payment.


7/23/19

 Auditor-Controller Date


7/22/19

 General Manager Date

DISBURSEMENTS - DATED AUGUST 1, 2019

Date Prepared 7/30/18

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
*90195	CalPERs	August Health Insurance Premium (Employees \$45,873, Retirees \$11,800 & Employee Contribution \$9,385)	67,058.07
EFT*	CalPERS	Annual Unfunded Liability Lump Sum Prepayment Option (Classic & Pepra)	825,008.00
1	Alpha Analytical Labs	Lab Testing	145.00
2	AT&T	July Internet Connection	80.75
3		Vision Reimbursement	368.00
4	Blue, Julie	Exp Reimb: Mileage & Bridge Toll (Maze Live 2019 Audit Training Class)	48.69
5	Bold & Polisner	Legal Fees: California Voting Rights Act (\$33,783), Potter Valley Project FERC (\$1,596) & June Legal Fees (\$1,911)	37,290.24
6	Buck's Saw Service	Generators to Power Internet and Radio Network During Power Outages (4)	8,593.20
7	California Water Service	Water Service (0 ccf) (5/2-7/2/19)	40.88
8	Cummings Trucking	Rock (33 yds) (\$1,441) & Sand (16 yds)	2,484.80
9	CWEA	Membership Renewal (Reischmann) (9/19-8/20) (Budget \$190)	192.00
10	Diesel Direct West	Gasoline (622 gals)	2,097.91
11	Electrical Equipment	Capacitors for Stafford Lake (2)	12.72
12	Fedak & Brown	June Progress Billing (FY 19 Financial Audit)	319.00
13	Fisher Scientific	Petri Dishes (2,100) (\$403) & Rack Pegs (2)	459.84
14	GHD	Prog Pymt #15: PRE Tank 4A Project (Balance remaining on Contract \$9,924)	73.00

Seq	Payable To	For	Amount
15	Grainger	Cable for Instruments & Transmitters (\$798), Pressure Washer Parts (\$337), Cable Cutters (2), Hydrant Fitting, Bungee Straps (20), Replacement Microwave (Construction) (\$163), Vac Filters, Drill Bits, Gas Torch, Extension Cords (10) (\$159), Slip On Eyewear Retainers (12) & Ear Plugs (100)	2,044.41
16	Idexx Laboratories	Colilert Media (420) (Lab)	1,789.55
17	Intellaprint Systems	Quarterly Equipment Maintenance on KIP Engineering Scanner/Copier	447.00
18	JCC California Property	Repayment for Refund Overpayment on Open Account (Original Check Lost in Mail)	187.62
19	Kaiser Foundation Health Plan	Pre-Employment Physical (Northen)	65.00
20	Kripal, Janet	Novato "Toilet Rebate" Program	200.00
21	Limberg, Christa	Novato "Toilet Rebate" Program & Refund Alternative Compliance Reg 15 Deposit (\$315)	415.00
22	Maltby Electric	Copper Wire (500') (\$606), Generator Cord for Emergency Generators (400') (\$6,116) & Phase Tape for Controls at P//S	6,738.11
23	Marin Landscape Materials	Concrete (42 bags)	284.81
24	McLellan, WK	Misc Paving	1,506.86
25	McMaster-Carr Supply	High-Strength Aluminum Bars (2) & Chain for Equipment (\$215)	255.92
26	Mutual of Omaha	August Group Life Insurance Premium	892.93
27	Najafi, Farideh & Ramin	Refund Overpayment on Closed Account	97.07
28	Neopost USA	Postal Meter Rental (8/1/19-8/31/19)	124.43
29	NSI Solutions	QC Samples (Lab)	143.00
30	Office Depot	Labeler Tape (2) & Desk Organizer (\$38)	73.68

Seq	Payable To	For	Amount
31	Pace Supply	Coupling (29) (\$4,062), Box Lids (40) (\$1,297), Tube Nuts (2), 3" Box Covers (2) (\$550), 1" Angle Meter Stops (30) (\$1,310), Self Close Wallmount Faucets (28) (for Emergency Water Station) (\$1,936), Tapping Sleeve (\$905), Corp Stops (2) (\$457), Elbows (12), Service Saddles (4) (\$400), Bushings (40) (\$165), Nipples (2), Flanges (6) (\$966), 12" Tee (\$628) & Valves (3) (\$601)	13,395.19
32	Parkinson Accounting Systems	Accounting Software Support (7/1/19-9/30/19)	1,500.00
33	Preferred Alliance	Pre-Employment Physical (Northen)	42.00
34	Primex	STP PLC Replacement	2,110.00
35	Ramudo, Pablo	Exp Reimb: Travel Costs for ACWA & BAWWA Meeting (2/19-7/19)	375.46
36	Darlene D. Rhodes	Prog Pymt #6: HR Consulting Services (Balance Remaining on Contract \$1,531)	2,012.50
37	Scott Technology Group	Quarterly Maintenance on Engineering Copier	1,282.43
38	Solenis	Praestol 2515 (2,000 lbs) (\$3,640) & Praestol K279 (4,580 lbs) (\$7,355) (STP)	10,994.56
39	SRT Consultants	Prog Pymt#1, Prog Pymt#2 & Prog Pymt#3: Stafford Lake Watershed Sanitary Survey (Balance Remaining on Contract \$28,762)	7,537.75
40	State Water Resources Control	T5 Certification Renewal (Stompe) (Budget \$105) (\$105) & Application for T4 Certification (Garrett) (\$105)	210.00
41	Steiner, Clarence	Novato "Toilet Rebate" Program	300.00
42	Univar	Sodium Hypochlorite (200 gal)	492.65
43	USA BlueBook	Phenylarsine (\$153), Dispenser (\$252) & Tube Assemblies (4) (\$304) (STP)	709.87
44	Waste Management	Green Waste Disposal from Tank Sites (2 yds)	95.43
45	Western Truck Fabrication	Truck Body for New Dump Truck	21,205.24

Seq	Payable To	For	Amount
46	Wine Country Water Works Association	Registration for Trade Show & Symposium on 8/15/19. Includes Membership & Training (Foster, Corda, Miranda & Stompe)	340.00
		TOTAL DISBURSEMENTS	<u><u>\$1,022,140.57</u></u>

The foregoing payroll and accounts payable vouchers totaling \$1,022,140.57 are hereby approved and authorized for payment.

Aulie Blue *7/31/19*

 Auditor-Controller Date

R. Logan for DM *7/31/19*

 General Manager Date

Legal Notice	Legal Notice
<p style="text-align: center;">ORDINANCE SUMMARY NORTH MARIN WATER DISTRICT ORDINANCE NO. 38</p> <p style="text-align: center;">An Ordinance Establishing a By-Division System for Electing Directors</p> <p>Once effective, said Ordinance will establish a by-division system for electing District Directors in conformance with the California Voting Rights Act (CVRA). The District will transition from at-large to division-based elections commencing in November 2020. By its terms, said Ordinance will become effective August 18, 2019.</p> <p>I, Theresa Kehoe, District Secretary of the North Marin Water District do hereby certify: (1) that the foregoing summary of Ordinance No. 38 was prepared pursuant to the authority granted to the General Manager by Motion of the Board of Directors on July 16, 2019; and, (2) that Ordinance No. 38 was introduced at a regular meeting of the Board of Directors of the North Marin Water District held on July 16, 2019, and was duly passed and adopted, at said meeting, by the following vote:</p> <p>AYES: 3 – Directors Baker, Fraites, Joly</p> <p>NOES: 0</p> <p>ABSENT: 2 – Directors Grossi, Petterle</p> <p>The above summary is a brief description of the subject matter contained in the text of Ordinance No. 38, authorized as described above. This summary does not include or describe every provision of the Ordinance and should not be relied upon as a substitute for the full text of the Ordinance.</p> <p>A certified copy of the full text of the ordinance as adopted, including the map showing the divisions described in the ordinance, is available to the public for review upon request. To review the certified copy, or to obtain a copy of the full text of the Ordinance, please contact the District Secretary at 415-897-4133 between 8 a.m. and 5 p.m., Monday through Friday, or visit the District's website at www.nmwd.com where the full text of the ordinance has been posted.</p> <p>By: Theresa Kehoe District Secretary</p> <p>No. 950 July 23, 2019</p>	

Time to put MMWD on camera meetings.

Editorial

For many years, the Marin Board of Supervisors has videotaped its meetings so they could be viewed on TV or a computer as a way to promote greater public awareness about the way they are conducting the public's business.

The viewers get to see the public decision-making firsthand, even though they can't attend the board's morning and afternoon meetings.

In recent years, most of Marin's city and town councils have taken the same step.

But one prominent public agency, the Marin Municipal Water District, has not.

That might be changing, slowly.

The MMWD is starting to head in that direction, thanks to leadership from board President Larry Bragman, who cited broadcasting board meetings as one of the reforms needed after the district's contentious debate over its new and more costly rate structure.

The MMWD board in June directed district staff to draft a plan to videotape and livestream its board

Bragman called the move a reflection of the board's commitment to accountability.

We suggest that it is overdue — long overdue.

Of course, if the board videotapes its meetings then there might be more pressure on directors to actually show up for meetings.

The MMWD board has a reputation for allowing directors to call in to attend meetings.

It is a rarity for other boards, but routine for MMWD.

It is time for the board to adopt reasonable in-person attendance requirements. Their constituents deserve to see their representatives at work, not just hear them, not knowing whether the directors are actually paying attention to the meetings that they cannot attend in person.

Director Jack Gibson has said he would support not only livestreaming board meetings, but special committee meetings, as well.

MMWD already spends a lot on its public information division. Much of its focus is typically the promotion of water conservation. But it is time for the livestreaming of board meetings be part of MMWD's public information.

In recent weeks, MMWD General Manager Ben Hornstein

They became ways that the public learned and heard about MMWD's plan and the reason for the proposed changes.

The public also got a good dose of criticism toward the plan.

But when it came to the MMWD board actually voting on adopting the plan, members of the Coalition of Sensible Taxpayers, opponents for the rate hike, ended up footing the bill for videotaping the proceedings.

It is time for the MMWD to step up and do the right thing by improving public transparency and accountability by videotaping and posting its board meetings. The investment is minimal compared to the message it sends to those the MMWD directors are elected to represent.

attended local city and town council meetings to present the district's rate proposal. Most of those meetings were videotaped.

Monday, 07/15/2019 Pag.A09

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269 PG&E equipment issues found in Marin

PG&E

INSPECTION RESULTS

Utility making repairs to cut possibility of igniting wildfires

By **Matthew Pera**

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Pacific Gas and Electric Co. found **2**

69 problems with its power equipment in Marin during a sweeping inspection of its infrastructure, the utility said this week.

The issues PG& E identified include electric lines overgrown with vegetation and power poles that have decayed, rotted or been burnt, according to new data released by the company.

Of those equipment problems, 151 have been repaired or are actively being worked on. The remaining issues are flagged as needing repair within three months.

“I’m glad they’re taking ownership and responsibility over the issue,” said Marin County fire Chief Jason Weber. “I think they need to continue to make assessments like this and make sure their equipment isn’t the cause of wildfires here in the county.”

Between November and the end of May, the utility inspected nearly all of its electric equipment around the state in

company’s service area. Poles had been damaged by woodpeckers, connectors had been installed incorrectly and oil was found leaking from breakers, among other issues.

PG& E says it has enhanced inspection efforts this year in an attempt to reduce the risk of its equipment sparking more wildfires.

PG& E >> PAGE 2



Pacific Gas & Electric Co. trucks and personnel gather in the Marin Headlands near Sausalito on Tuesday to upgrade transmission lines in the area.

PHOTOS BY ALAN DEP —
MARIN INDEPENDENT
JOURNAL



Pacific Gas & Electric Co. equipment sits in a staging area in the Marin Headlands.

areas where fire danger is high, which included roughly 700,000 distribution poles and 50,000 electric transmission structures.

Nearly 10,000 problems with PG& E equipment were identified throughout the 42 counties in the

269 PG&E equipment issues found in Marin

PG&E

FROM PAGE 1

The state's largest utility has been blamed for several of the deadliest and most destructive blazes in California history. The company filed for Chapter 11 bankruptcy in January, facing billions of dollars in debts and liabilities stemming from wildfires that ravaged parts of Northern California in 2017 and 2018.

Now under bankruptcy protection, the utility continues to face blame over wildfires, including a small brush fire that broke out last month on

Mount Tamalpais. "The safety of our customers and communities must be the driving factor in our approach to maintaining our electric system," said Bill Johnson, the utility's president and CEO, in a statement.

The company's efforts during the enhanced inspection process are "a start in the right direction," Johnson said.

PG& E said it addressed and repaired equipment problems that posed immediate safety risk during the inspection. Other high-priority issues are in the process of being repaired.

Work is underway on an electric transmission line in the Marin Headlands, where 10 of the 11 towers that hold the line in place have shown signs of corrosion, the company said. That repair project, which began last month, is expected to take roughly a year, according to PG& E.

"I think they want to do the right thing, and they're trying to," said Mill Valley fire Chief Tom Welch. "It's just a big animal."

Editorial: Coalition of agencies, environmentalists sees future for aging dam

Chronicle Editorial Board July 18, 2019 Updated: July 18, 2019 10:16 p.m.
Comments



The Eel River seen from Grizzly Bluff Road near Rio Dell, Humboldt County. Day 10
Photo: Brian Coyne

While California contemplates new dams for its thirsty future, it's also thinking about taking out old ones. Along with advancing plans to demolish three dams atop the Klamath River, there's a movement to rethink and possibly take out a water and power dam in the Mendocino County back country.

Pacific Gas and Electric Co. is walking away from the Potter Valley project and Scott Dam, built east of Ukiah in 1922. A new federal license will be costly and the utility has plenty to do working its way out of wildfire-caused bankruptcy.

What's coming next is intriguing: A coalition of local agencies and a dedicated fishing group, California Trout, are talking up a takeover of the dam. The major hurdles are money needed to refit or remove the dam and change water diversions, which now send water down the Eel River and pipe flows to the Russian River, where it serves grape growers and residents in Sonoma and

Marin counties. Putting all these interests together has the potential to head off the legal and political trouble that stalls real change in California's ceaseless battling over water.



Shifting near-century-old water habits in three counties will be challenging. But the coalition suggests there's a chance to moderate the conflicts that feature fish, farmers, and cities. Right now Santa Rosa residents use water that could aid struggling salmon swimming up the Eel over 200 miles away.

Rep. Jared Huffman, a San Rafael Democrat, is convening a separate group to sort through options for Scott Dam. That adds another layer of thought and study to a complex future that spans two rivers. Financing a major infrastructure change will probably require federal funds.

Wetlands flood control project slated for 2020

Flood

NOVATO

By Will Houston

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To reduce flooding on roads near Novato Creek, a Marin County flood control agency and a local environmental group are partnering to upgrade flood control equipment and improve wetlands in the Simmons Slough basin.

The estimated \$2.2 million project by the Marin County Flood Control and Water Conservation District and Marin Audubon seeks to replace an aged, out-of-compliance diesel flood pump with a permanent electric pump, according to Roger Leventhal, a county public works engineer.

“The new pumping and water management system was designed by the flood district to reduce flooding on county roads (primarily Olive and Atherton avenues) by pumping out rainwater following storm events,” Leventhal said in an email. “The system was also designed for secondary benefits for Marin Audubon owned

lands as well as Novato Sanitary District to reduce flooding on their spray fields.”

County officials expect construction to begin in summer 2020 and end by October 2020. While \$2.2 million is the estimated cost, the true cost will be unknown until construction bids are received, Leventhal said.

A \$1.45 million grant the flood district received from the California State Coastal Conservancy will help pay for a chunk of the costs.

FLOOD»PAGE 4



An upgrade to flood control equipment and improved wetlands is planned for the Simmons Slough basin, viewed from south of Atherton Avenue in Novato.

ALAN DEP — MARIN
INDEPENDENT JOURNAL

Wetlands flood control project slated for 2020

“It’s a wintering habitat for lots of waterfowl and shorebirds,” said Barbara Salzman, Marin

“Recent flooding in 2019 was due to levee breaches of the SMART levees and it would be

Flood

FROM PAGE 3

As part of the grant agreement, the flood district is allocating \$45,000 to Marin Audubon to bolster 3 acres of wetlands the environmental group manages to the north in Simmons Slough.

The culverts, weirs and pump that will be installed will also benefit the nearby wetlands by retaining more water in them for longer periods of time.

Audubon’s executive director. “It dries up in the summer because years ago they took off the tidal action. Now it just gets winter rain and runoff.”

The project does not affect flooding issues on the nearby Highway 37 and the nearby Sonoma-Marín Area Rail Transit railroad tracks, which Leventhal said is the responsibility of Caltrans and SMART.

impossible to pump Novato Creek through breached levees to reduce flooding with the proposed system,” Leventhal said. “The flood district did operate their pumps to the extent possible to assist Caltrans and SMART but this had minimal impact on water levels. CalTrans and SMART are involved in long term solutions to the flooding of these transportation corridors.”

Saturday, 07/27/2019 Pag.A03

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POWER STRUGGLES

Generators

THE COUNTY

Some Marin residents face hurdles on backup generators

By Matthew Pera

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When Mill Valley resident Reb Blake walked into City Hall last month with drawings and a description of his plan to install a backup power generator at his home, he was told by city officials that the device would violate Mill Valley's noise ordinance. He walked away without a building permit.

Blake, 72, has done his best to get ready for fire season. He trimmed his trees, pruned his yard and met with his neighbors to make sure the area is up to snuff.

When he learned that Pacific Gas & Electric Co. is planning to ramp up its "public safety power shutoff" program this year to reduce wildfire risk, he added installing a generator to his preparation checklist. So have many others in Marin, officials said. But it's not always a simple task.

California's largest utility — which has been blamed for several of the state's deadliest and most destructive blazes — has warned its customers to

of his neighbors. Some require electric-powered medical equipment, or medications that need to be kept cool. Elderly residents might be impacted by a lack of air conditioning on hot days.

GENERATORS >> PAGE 4

"It comes down to safety. We don't want people to jury-rig these in and create some sort of hazard."

— Don Jeppson, San Rafael Building Division



Mill Valley resident Reb Blake displays a sprinkler system he plans to install on his roof for wildfire protection. He is also trying to set up a backup power source.

JEREMY PORTE — MARIN INDEPENDENT JOURNAL



Larkspur resident Michael Folk bought a Tesla Powerwall for backup electricity. It connects to solar panels on his roof.

JEREMY PORTJE — MARIN INDEPENDENT JOURNAL

expect outages that could last days at a time.

Blake worries about how a days-long shutoff might affect the most vulnerable

POWER STRUGGLES

Generators

FROM PAGE 1

“This looked like a potential worst-case scenario that was not thought through on any level,” Blake said, “so I decided I was going to protect myself and potentially my neighbors.”

Blake has selected what he calls a high-end, fixed generator for his home. Including the price of installation, he expects the device will cost him roughly \$10,000. For now, he’s hoping for permission to get it hooked up.

In Mill Valley, a portable generator that’s fueled by gasoline doesn’t require a building permit, as long as it’s not wired into a home, according to Patrick Kelly, director of the city’s planning and building departments. But a fixed generator that’s hooked up to a gas line does, he said. Blake is after the latter, because he’s worried that storing the fuel required to power a portable generator could pose a fire hazard.

Homeowners in Mill Valley can obtain permits for generator installations if they can prove that the devices won’t exceed the city’s noise limit at property lines. Sometimes, that requires the installation of noise-buffering devices, Kelly said. That requirement can add to the

Mill Valley staffers are working on drafting an “emergency ordinance,” he said, for immediate consideration by the City Council.

San Rafael is also considering changing its rules, said Don Jeppson, the city’s chief building official.

“It comes down to safety,” he said. “We don’t want people to jury-rig these in and create some sort of hazard.”

Over the past two weeks, about a dozen residents expressed interest in installing generators and have asked for information from City Hall, according to Jeppson.

“People are worried,” he said.

Jeppson has also studied alternatives to backup generators. An option that seems promising, he said, is backup batteries, which can be charged up and used as secondary sources of power for homes. Permits are also needed for the batteries, but there aren’t concerns about noise, according to Jeppson.

There are several such devices on the market, including the model that Michael Folk installed at his Larkspur home three years ago, made by Tesla, Inc., a Palo Alto-based automotive and energy company.

cost of a generator, and can complicate plans.

Similar regulations are in place in many of Marin's cities and towns, including Novato, San Rafael and Sausalito, according to officials. But the recent surge of interest in installing generators has some cities questioning whether a policy change is needed.

"It's not working," Kelly said. "The code needs to be amended."

"I recommend it to everyone," Folk said. "I'm a huge advocate." An installation specialist mounted Tesla's Powerwall to the outside of Folk's home. It connects to the solar panels on his roof, which charge up the device each day. At night, when the sun goes down and the panels no longer provide energy for his home, he turns on the battery backup and powers his home with it.

In the event of a blackout, he said, it's a huge help. The device doesn't

Monday, 07/22/2019 Pag.A01

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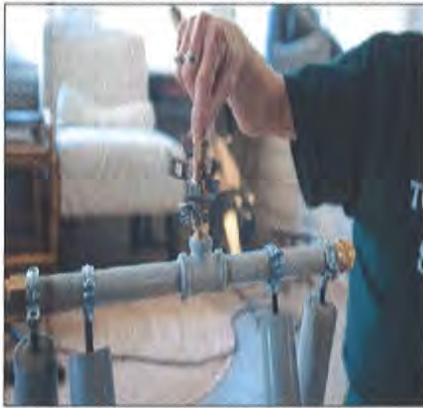
hold enough power to last for more than a few hours, according to Folk, but homeowners who want to prepare for power shutoffs can install several batteries. Tesla's Powerwall costs about \$7,600, according to the company's website, plus an installation fee that ranges from about \$1,000 to \$3,000.

The backup batteries have become a trend in unincorporated areas of the county, according to Bridgette Choate, permit services manager for Marin County. In the past two months, two residents have applied for permits to install generators, while 17 have applied for permits to install batteries.

Both batteries and generators are costly investments, but for Blake, it's money well spent.

"People are looking at this as a temporary situation, just this year," he said. "And I'm going,

‘Well folks, that might not be case.’”



Reb Blake discusses the roof sprinkler system he designed for his Mill Valley residence in case a wildfire strikes the neighborhood.

JEREMY PORTE — MARIN
INDEPENDENT JOURNAL

LINES IN THE SAND

Resort

DILLON BEACH

Resort investors face local resistance over upgrades

By Will Houston

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Renovations made to the historic Dillon Beach Resort under new ownership in the past year have been rapid by standards of the sleepy beach town. And with change often comes resistance.

The menu of the resort's restaurant, the Coastal Kitchen, has shifted from featuring takeout fish and chips to a more upscale and expensive cuisine made with local ingredients. The general store received a facelift with new amenities, though the prices have lifted as well, residents say. Nearly all of the older, sometimes rusted RVs that were once rented to long-term tenants have been replaced with modern tiny home style trailers that can be used as overnight rentals by tourists and guests.

San Anselmo resident Mike Goebel — who coowns the resort and nearby beach with Ben Smith, Michael Smith, Tom Shipsey and his son Kevin Shipsey — said they have worked for the past 13 months to address the severe deferred maintenance at the property.

"We have made some pretty amazing improvements to date

land very seriously and are both honored and proud to be able to be a part of it."

Since the ownership switch, county Supervisor Dennis Rodoni said his office has received several complaints from the community about the changes.

"The complaint I'm hearing is that everything is happening very quickly," Rodoni said. "Any change on these coastal villages is hard to accept. I think it's hard for the community to adjust to that."

The last long-term RV tenants are easy to spot among the uniform rows of tiny home trailers at the resort. Once home to 25 long-term rental spaces where vacationers would come to stay every so often, only a few RVs now remain and have been replaced with the short-term rental trailers.

The change has led to some residents calling the RV park an unpermitted motel and has caught the attention of the California Coastal Commission.

RESORT >> PAGE 4

'We don't want this community to be another Carmel.'

— *Ellen Leshar, Dillon Beach*



The Dillon Beach Coastal Kitchen offers a more upscale menu since an ownership change at the resort area.

ALAN DEP — MARIN INDEPENDENT JOURNAL



Customers lunch at the restaurant on Friday. "We have made some pretty amazing improvements to date," said co-owner Mike Goebel.

ALAN DEP — MARIN INDEPENDENT JOURNAL

and are continuing to work hard everyday to keep Dillon Beach a beautiful place to visit and stay,” Goebel said. “We take our role as stewards of this beach and surrounding

LINES IN THE SAND

Resort

FROM PAGE 1

Commission staffers are in ongoing discussions with the owners about potential permitting violations following the construction of the new units.

The commission declined to release details of the violations, saying they are part of confidential negotiations.

“We are working very actively on this case, are in discussions with the owners and are pleased that the resort appears to be cooperative,” commission spokeswoman Noaki Schwartz said. “We are seeking an amicable resolution of the matter.”

Some former RV tenants say they were essentially forced out by the rent increases imposed last year. Jack and Debbi Ramey, who rented an RV space at the property from 2012 to 2018, said their rent would have climbed from about \$550 to close to nearly \$1,500 if they had continued to rent.

The RV park had primarily been used as vacation homes for tenants or as an extra room for guests to stay in for local residents. But when these residents were given a 90-day notice that rents would climb from about \$600 to about \$1,800 over a year-and-a-half period, nearly all of them left. Some

The rent increases were based on comparable markets for beachfront locations, Goebel said. If they had truly wanted everyone to leave, Goebel said the owners would’ve immediately increased the rent to \$1,800 rather than incrementally.

“Since they were leaving then we were forced to look into another option,” Goebel said. “That’s when we came across the tiny homes.”

Community critiques

To help with community outreach and the coastal commission process, the resort owners have since brought on former county supervisor and state coastal commissioner Steve Kinsey as a consultant. Kinsey deferred comment to the resort owners.

For some residents, the recent outreach efforts by the owners is too little too late after a process that they said lacked transparency from the start.

“When you burn the bridge down, you can’t rebuild it,” said Jack Ramey.

Some concerns come down to personal aesthetic preferences, with some residents saying they preferred the old store’s layout and the rundown “funky” look of the old RVs. For others it was the opposite.

“Of course, sure, it’s my resistance to change. I’ll take that on,” said 32-year Dillon Beach

residents like the Rameys and one former employee of the resort, Lesley Slater, said they heard firsthand from the owners the rent increases were made for the purpose of pricing out the tenants and making room for tiny home rentals “We are not against these people,” Debbi Ramey said, “we just want to hold them accountable.”

On the contrary, Goebel said they were shocked that so many people left and said it resulted in the resort taking a significant financial hit.

“We thought might lose one or two, but we lost 12 right away,” Goebel said.

resident Ellen Leshner, who preferred the older layout, “but we don’t want this community to be another Carmel.”

Dillon Beach regulars Susanna Henderson and Charles Roberts of Point Reyes Station say they’ve been coming to the beach for about 10 years to walk their dog during the low tide and grab a lamb sandwich at the Tomales Deli a few miles away. While Roberts said he thinks the food at the Coastal Kitchen has improved, Henderson was concerned about Dillon Beach being swallowed up in the growing upscale Bay Area culture.

“I miss the funkiness,” she said looking over

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at the new tiny home trailers on a foggy Monday morning.

Davis residents Warren and Donna Johnston have vacationed at their beach home for the past 50 years and welcomed some of the resort’s new amenities. Donna Johnston said she prefers the look of newer tiny homes and the service at the Coastal Kitchen restaurant. Warren Johnston said he enjoys reading the paper at the new coffee bar in the general store.

They looked less favorably on no longer having an annual beach parking pass they could give to family members when they visited. The passes have shifted from laminated slips of paper to decal stickers that are placed on car windshields, a change made in response to the growing

number of vacation rentals in the community.

The main concerns the couple and many other residents who spoke to the Independent Journal on Monday had were how the RV park's septic system will be able to handle such a large turnover of tenants and about the influx of tourists exacerbating the existing traffic impacts.

"Nobody wants to lose the charm of the old village because there are not many places like that left," Donna Johnston said. "And are we going to lose it? We don't know."



The Dillon Beach General Store and Coastal Kitchen are central amenities at the resort, which came under new ownership about a year ago.

ALAN DEP — MARIN
INDEPENDENT JOURNAL

State tackles drinking water cleanup

BILL SIGNED

By **Ada m Bea m**

The Associated Press

SACRAMENTO >>

California's governor on Wednesday signed a law that will take up to \$130 million of state money each year that was supposed to clean up the air and instead use it to clean up drinking water.

Despite its status as the world's fifth largest economy, California has struggled to provide the basic service of clean tap water to more than 1 million of its residents. The problem is most acute in the Central Valley, the heart of the state's \$20 billion agriculture industry, where large farms have polluted water sources for mostly rural communities.

The problem is so severe the state has a grant program to provide bottled water to some communities. As of June, the state was providing bottled water to about 18,000 Californians in 51 communities at a cost of about \$4 million, said George Kostyrko of the State Water Resources Control Board. The state does not track the total number of bottles it hands out.

Californians who cannot participate in the program are faced with the choice of drinking dirty water that can include some known cancer-causing contaminants or purchase bottled water on their own. Most grocery stores in the Central Valley have water vending machines, usually consisting of garden hose run through a filter.

People fill up their own containers for about 50 cents per gallon, according to Jennifer Clary, water program manager for Clean Water Action, an advocacy group.

She said there are "a lot of places to get your water. The only common denominator is it costs money that people don't necessarily have."

Shortly before signing the bill into law, Democratic Gov. Gavin Newsom spoke to some people in the city of Sanger in Fresno County who receive five 8-gallon jugs of water every two weeks through a grant program.

One woman speaking in Spanish told Newsom through an interpreter that she uses a jug of water for her son to take a shower, and that her son tries to save some of the water so she can bathe.

"Families shouldn't have to dump water over their heads to shower every day," Newsom

California has grant programs that would fund infrastructure to deliver water to these rural communities, including a voter-approved \$7.5 billion bond in 2014. But the state does not have a program to provide financing for cashstrapped water systems to operate that equipment, which can be a challenge for smaller systems lacking sufficient revenue.

Newsom proposed a tax on most residential water bills to fix this but the Democratic-controlled state legislature rejected that proposal. Instead, they authorized a plan to take up to \$130 million a year over the next decade from a fund that was meant to help reduce greenhouse gas emissions.

said in a statement. “This
funding is critically important to
addressing California’s
longstanding safe drinking water
issues.”

Thursday, 07/25/2019 Pag.A06

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Water supplies higher than normal, but savings urged

Water

MARIN RESERVOIRS

By Will Houston

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Marin County's water supplies are far more ample than usual for this time of year, but water districts are urging continued conservation in the face of unpredictable rainfall this winter.

"Even with above average reservoir levels, MMWD has two years of storage," said Marin Municipal Water District principal engineer Carl Gowan. "We are always dependent on the upcoming rainy season and we rely on continued efforts by our customers to conserve water."

Marin Municipal Water District's seven reservoirs were at nearly 93% capacity as of Wednesday, or about 73,730 acre-feet of water. That's about 118% of average storage for this time of year, according to district spokeswoman Emma Detwiler. On average, the reservoirs have been at 78% capacity on July 31.

The high levels are attributed to the heavy winter rainfall as well as later rainfall such as the 2.5 inches that were recorded at Lake Lagunitas in May. Supplies were above average

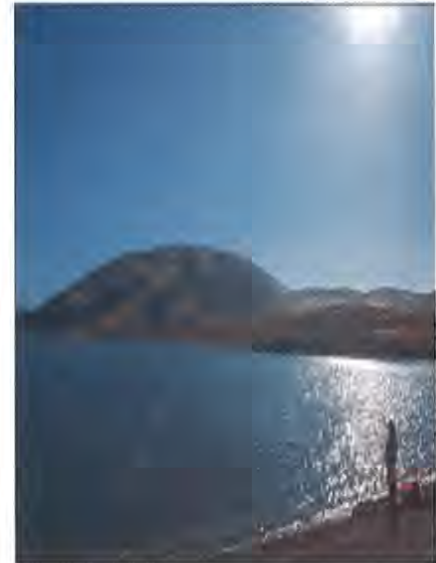
maintenance superintendent Robert Clark. The historical average at this time is 2,590 acre-feet, or about 60% capacity.

Like MMWD, Clark said that the winter rainfall was a major factor in this larger supply but also maintenance work that delayed production of treated water. The district usually treats Stafford Lake water during peak use times in the summer into the fall, Clark said.

"We're going to produce as much water as we can typically through the end of November," Clark said. "By then we'll have a better idea of what the winter rain season is going to look like. If there is a lot of prediction about a drought, we'll probably stop production even though there is more water in the lake than average just so we have a guaranteed volume of water for next spring and next summer."

Sonoma Water, which provides about 75 percent of North Marin Water District's supply and 25

WATER» PAGE4



A woman fishes the Nicasio reservoir — Marin Municipal Water District's seven reservoirs are at nearly 93% capacity.

JEREMY PORTJE — MARIN INDEPENDENT JOURNAL

last year at this time as well at 86% capacity, Detwiler said.

In the North Marin Water District, the supply at Stafford Lake was at 3,317 acre-feet as of Thursday, or about 77% capacity, according to district operations and

Water supplies higher than normal, but savings urged

Water

FROM PAGE 3

percent of the Marin Municipal Water District's, recently reported ample water supplies at Lake Sonoma and Lake Mendocino.

Percent of capacity for Marin County water reservoirs as of Aug. 1: Alpine: 88% Bon Tempe: 97% Kent: 98% Lagunitas: 100% Nicasio: 86% Phoenix: 99% Soulajule: 83% Stafford: 77%
Sources: MMWD, NMWD

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