



**NORTH MARIN WATER DISTRICT**  
**AGENDA - REGULAR MEETING**  
 August 18, 2015 – 7:00 p.m.  
 District Headquarters  
 999 Rush Creek Place  
 Novato, California

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Est. Time	Item	Subject
7:00 p.m.		<b>CALL TO ORDER</b>
	1.	<b>APPROVE MINUTES FROM REGULAR MEETING</b> , August 4, 2015
	2.	<b>GENERAL MANAGER'S REPORT</b>
	3.	<b>OPEN TIME: (Please observe a three-minute time limit)</b>
		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.	<b>STAFF/DIRECTORS REPORTS</b>
	5.	<b>MONTHLY PROGRESS REPORT</b>
		<b>CONSENT CALENDAR</b>
		The General Manager has reviewed the following items. To his knowledge, there is no opposition to the action. The items can be acted on in one consolidated motion as recommended or may be removed from the Consent Calendar and separately considered at the request of any person.
	6.	<b>Consent – Approve</b> ACWA Region 1 Board Election
	7.	<b>Consent – Approve</b> Request Out-of-State Travel for Stacie Goodpaster
	8.	<b>Consent – Approve</b> RMC Water and Environment - Consulting Services Agreement
	9.	<b>Consent – Approve</b> Caltrans Easement Agreement (Majauskas) – Replacement Easements for New AEEP Reach C-D Aqueduct Alignment
		<b>ACTION CALENDAR</b>
	10.	<b>Approve:</b> Review Regulation 4- Multiple Service and Multi-Family Metering <span style="float: right;">Resolution</span>
	11.	<b>Approve:</b> Revise Equivalent Dwelling Unit Factor Used in Regulation 1 <span style="float: right;">Resolution</span>
	12.	<b>Approve:</b> Consent for Annexation to NMWD – 35 Ocean View Ave.
	13.	<b>Approve:</b> Water Damage Claim Settlement – 329 Grandview
	14.	<b>Approve:</b> AEEP Reaches A-D/MSN B3 Project: Approve Construction Contingency Ceiling Increase

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)

15. **MISCELLANEOUS**

Disbursements

Scrap Metal Receipts

Picture of Recycled Water at Sinaloa Middle School

Special Districts Nomination Results

News Articles:

Marin hits conservation goals for second straight month

Wastewater treatment processes remove some pharmaceuticals

Close to Home: taking the lead on water conservation

Region 1 Forum Focuses on Marin Water Management

Activists see Sonoma County winegrowers' proposed bill as a 'water grab'

Bike park set to open

16. **Closed Session:** Conference with Legal Counsel- Venegas Complaint (Case 1502779) in accordance with Government Code Sections 54954.5 and 54956.9(a) – Pending Litigation

17. **Closed Session:** In accordance with California Government Code Section 54957 for Public Employee Performance Evaluation (One), Title: General Manager

8:30 p.m.

18. **ADJOURNMENT**

1



1 **OPEN TIME**

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

4 **STAFF / DIRECTORS' REPORTS**

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

7 Tony Arendell, Construction Superintendent, advised the Board that the construction crew  
8 has been very busy this month repairing polybutylene service line leaks.

9 President Baker advised the Board that he appreciated the content presented at the ACWA  
10 Region 1 Forum.

11 **PRELIMINARY FY 2014/15 FINANCIAL STATEMENT**

12 Mr. Bentley reviewed the Financial Statement for FY 2014/15 and noted that it was  
13 preliminary until the outside auditors go through the financial books and make the final adjustments.  
14 He stated that overall 2.4BG of water was sold, the lowest volume since 1983 resulting in revenue  
15 down \$1.1M compared to last year, but expenses were also down and the net income totals \$1.2M.  
16 He advised the Board that 81% of the improvement project budget was expended and total reserves  
17 stand at \$14.2M.

18 Mr. Bentley informed the Board that in Novato water consumption was down 17% for the FY  
19 and at the end of FY2013/14 the District had made a \$2.1M payment to the CalPers side fund  
20 making revenue comparison somewhat skewed. He stated that \$689K in connection fee reserves  
21 were transferred to the Recycled Water fund to pay Recycled Water debt service and that 152MG of  
22 Recycled Water sales were made in FY15, with a net loss of \$373.

23 Mr. Bentley informed the Board that in West Marin water consumption was down 16%  
24 compared to FY14 but there was \$198K of net income. He advised the Board that in Oceana Marin  
25 the reserves stand at \$341K.

26 The Board thanked Mr. Bentley for the good report on last year's financial performance.

27

1 **ACTION CALENDAR**

2 **LEGAL SERVICES FEE INCREASE – BOLD, POLISNER, MADDOW, NELSON & JUDSON**

3 On motion of Director Petterle, seconded by Director Fraites, the Board approved the  
4 proposed Bold, Polisner, Maddow, Nelson & Judson fee increase to \$210 per hour effective January  
5 1, 2016 by the following vote:

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

7 NOES: None

8 **NOTICE OF COMPLETION FOR ATHERTON TANK REHABILITATION PROJECT (BLASTCO**  
9 **INC.)**

10 Mr. McIntyre informed the Board that the Atherton Tank Rehabilitation Project is essentially  
11 completed and that the project was managed by Associate Engineer Carmela Chandrasekera. He  
12 provided the Board with a map of the location of the Atherton tank and stated that it is one of the  
13 largest tanks in Zone 1 on the north end and that the project was completed on time and below the  
14 engineer's estimate. Mr. McIntyre complimented Ms. Chandrasekera on her excellent work from  
15 start to finish on the tank rehabilitation project.

16 Carmela Chandrasekera informed the Board of Contract Completion for the Atherton Tank  
17 Rehabilitation and Coating Project. She stated that the tank was constructed in 1973 and had not  
18 been recoated in the intervening 43 years. She noted that the project took two years to complete  
19 and the project design and management was done in house. Ms. Chandrasekera advised the  
20 Board that temporary tanks were installed to accommodate surge pressures in the distribution  
21 system with this large tank out of service. She stated that features added to the tank include a new  
22 mixing system with now separate inlet and outlet ports inside the tank, a 2nd manway opening,  
23 seismic flex-tend coupling at the inlet/outlet pipeline, an air gap at the overflow pipe discharge,  
24 structural retrofit of the interior roof girder support ring, and recoating inside and out. Ms.  
25 Chandrasekera advised the Board that the total project cost is now estimated at \$1.75M including  
26 \$100K for tank perimeter paving that is yet to be completed. She noted that the Blastco Inc.  
27 contract cost was \$1.36M including \$10,083 in change orders.

28 President Baker asked if there was any problems with the neighbors. Ms. Chandrasekera  
29 stated that there were some noise complaints but there was a good relationship between the  
30 contractor and the neighbors.

31 President Baker asked if the Atherton Tank was in full service. Ms. Chandrasekera stated  
32 that it was in service starting on June 27, 2015.

33 President Baker thanked Ms. Chandrasekera for the presentation.

1 On motion of Director Petterle seconded by Director Fraites the Board authorized the  
2 General Manager to execute and file a Notice of Completion for the Atherton Tank Rehabilitation  
3 Project by the following vote:

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

5 NOES: None

6 **INFORMATION ITEMS**

7 **MARIN LAFCO COUNTYWIDE WATER STUDY – DRAFT EXECUTIVE SUMMARY**

8 Mr. DeGabriele advised the Board that Marin LAFCO has almost completed their  
9 comprehensive Municipal Service Reviews for Public Water Utilities in Marin County. He stated that  
10 the effort started almost two years ago and the Draft Executive Summary included in the Board  
11 packet will be considered as part of the full report during a noticed public hearing at the LAFCO  
12 August 13<sup>th</sup> meeting. He believes that the Marin LACFO will open the public hearing and take  
13 comments from interested parties and continue the item to its September 10<sup>th</sup> meeting.

14 Mr. DeGabriele informed the Board that District staff has had an opportunity to comment on  
15 the Agency Profiles prepared by Marin LAFCO for the Novato and West Marin areas and although  
16 the District provided data as requested to Marin LAFCO and made extensive comments, the LAFCO  
17 study reflects their independent projections of population, water demand, and water supply and do  
18 not match data calculated by the District.

19 Mr. DeGabriele advised the Board that District staff will review the full report and be  
20 prepared to make comments for the Board's consideration at its meeting on September 1<sup>st</sup>.

21 **NORTH BAY WATER REUSE AUTHORITY BOARD MEETING – JULY 27, 2015**

22 Mr. DeGabriele provided a brief summary of the North Bay Water Reuse Authority Meeting  
23 that was held on July 27<sup>th</sup>. He stated the financial report was reviewed and that Napa Sanitation  
24 District shared a cost benefit calculation showing Napa received grants related to NBWRA totaling  
25 \$14.16M and their costs totaled \$1.86M resulting in a benefit/cost ratio of 7.6.

26 Mr. DeGabriele advised the Board that there was a workshop about the NBWRA Phase 2  
27 project and that there was substantial critique from the NBWRA Board on information provided in  
28 support of a request for action and even more discussion on how to improve funding for the region  
29 and expand membership. He stated that the consultant recommended to identify projects in three  
30 areas: Phase 2 projects fully covered in the Feasibility Study; Projects mentioned in the Phase 2  
31 Feasibility Study but not moving forward at this time; and Projects outside the Feasibility Study  
32 current scope.

1 Mr. DeGabriele advised the Board that on August 20<sup>th</sup>, there will be a multi-day tour by  
2 Bureau of Reclamation Staff of the NBWRA and Central Valley area projects. He noted that Director  
3 Schoonover and Mr. McIntyre will be attending.

4 **WAC/TAC MEETING – AUGUST 3, 2015**

5 Mr. DeGabriele provided a summary of the WAC/TAC meeting held on August 3<sup>rd</sup>. He  
6 stated that the Sonoma Marin Saving Water Partnership total water production was down 22% from  
7 June 2013. He stated that Cynthia Murray gave a presentation about the North Bay Water  
8 Sustainability Coalition and stated that business entities are trying to promote water conservation  
9 among industries. Mr. DeGabriele informed the Board that there was a presentation from Sonoma  
10 County Water Agency on the project to install 20 isolation valves to control potential future aqueduct  
11 breaks.

12 Mr. DeGabriele advised the Board that Ann Dubay reported that the SCWA Board and  
13 Sonoma County Board of Supervisors approved principals for Sustainable Groundwater  
14 Management Act implementation in March and work is ongoing among the cities and county groups  
15 on specific recommendation for formation of groundwater management agencies.

16 Mr. DeGabriele informed the Board that there was discussion about the Chair and Vice  
17 Chair nominations for the WAC.

18 Director Rodoni reminded the Board that the Sonoma County Water Agency will conduct a  
19 tour of the Mirabel Fish Way Improvement Project on Wednesday, August 26 at 4pm prior to the  
20 Grand Opening of the new Water Education Facility located adjacent to the Wholer bridge.

21 **MISCELLANEOUS**

22 The Board received the following miscellaneous information: Disbursements and Third  
23 District Court Applies Streambed Alteration Requirements to Existing Water Deliveries.

24 The Board received the following news articles: Modified sales tax measure on ballot, Santa  
25 Rosa Reduces Water Use by 30% in June and California Water Use Fell by 27% in June.

26 The Board also received the following miscellaneous item: WAC/TAC Meeting – August 3,  
27 2015 and the following news articles at the meeting: City Manager Michael Frank Announces  
28 Resignation, Healdsburg giving recycled water away for free, Novato Councilwoman Kellner won't  
29 seek third term, and Sewer District settles.

30 Mr. DeGabriele pointed out the Appeals Court Decision regarding Streambed Alteration  
31 Agreement and stated that the decision could impact everyone and could become very costly.

1 **ADJOURNMENT**

2 President Baker adjourned the meeting at 8:02 p.m.

3 Submitted by

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Katie Young  
District Secretary

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**NORTH MARIN WATER DISTRICT**  
**MONTHLY PROGRESS REPORT FOR July 2015**  
 August 18, 2015

1.

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

Month	FY15/16	FY14/15	FY13/14	FY12/13	FY11/12	16 vs 15 %
July	251	319	385	389	371	-21%

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

Month	FY15/16	FY14/15	FY13/14	FY12/13	FY11/12	16 vs 15 %
July	6.6	8.6	9.3	9.8	9.2	-23%

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

Month	FY15/16	FY14/15	FY13/14	FY12/13	FY11/12	16 vs 15 %
July	108	83	98	49	115	30%

**Recycled Water Production - in Million Gallons - FY to Date**

Month	FY15/16	FY14/15	FY13/14	FY12/13	FY11/12	16 vs 15 %
July	21.3	21.8	27.6	11.2	11.0	-2%

\*Excludes potable water input into the RW system: FYTD16 = 1.1MG; FYTD15=4.5MG; FYTD14=0.1MG.

**2. Stafford Lake Data**

	July Average	July 2014	July 2015
Rainfall this month	0.01 Inches	0.01 Inches	0.00 Inches
Rainfall this FY to date	0.02 Inches	0.01 Inches	0.00 Inches
Lake elevation*	187.7 Feet	181.2 Feet	186.5 Feet
Lake storage**	841 MG	513 MG	772 MG

\* Spillway elevation is 196.0 feet

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

**Temperature (in degrees)**

	Minimum	Maximum	Average
July 2014 (Novato)	50	105	72
July 2015 (Novato)	57	100	70

**3. Number of Services**

July 31	Novato Water			Recycled Water			West Marin Water			Oceana Marin Swr		
	FY16	FY15	Incr %	FY16	FY15	Incr %	FY16	FY15	Incr %	FY16	FY15	Incr %
Total meters	20,744	20,750	0.0%	48	48	0.0%	784	820	-4.4%	-	-	-
Total meters active	20,500	20,505	0.0%	44	44	0.0%	777	776	0.1%	-	-	-
Active dwelling units	23,964	23,949	0.1%	0	0	-	824	822	0.2%	229	229	0.0%

**4. Oceana Marin Monthly Status Report (July)**

Description	July 2014	July 2015
Effluent Flow Volume (MG)	0.610	0.500
Irrigation Field Discharge (MG)	0	0
Treatment Pond Freeboard (ft)	5.1	2.9
Storage Pond Freeboard (ft)	6.0	8.6

**5. Developer Projects Status Report (July)**

Job No.	Project	% Complete	% This month
1.2778.00	Novato Shell Loop	92	2

**District Projects Status Report - Const Dept (July)**

Job No.	Project	% Complete	% This month
1.7067.00	S. Novato Blvd – Rowland to Sunset 12" R/R	90	50

**Employee Hours to Date, FY 15/16**

As of Pay Period Ending July 31, 2015  
Percent of Fiscal Year Passed = 8%

Developer Projects	Actual	Budget	% YTD Budget	District Projects	Actual	Budget	% YTD Budget
Construction	8	1,400	1	Construction	472	4,547	10
Engineering	60	1,400	4	Engineering	421	5,030	8

**6. Safety/Liability**

Industrial Injury with Lost Time				Liability Claims Paid	
Lost Days	OH Cost of Lost Days (\$)	No. of Emp. Involved	No. of Incidents	Incurred (FYTD)	Paid (FYTD) (\$)
FY 16 through July	0	0	0	0	168
FY 15 through July	22	11,088	1	0	0

Days without a lost time accident through July 31, 2015= 60 days

**7. Energy Cost**

FYE	Kwh	July		Fiscal Year-to-Date thru July		
		¢/Kwh	Cost/Day	Kwh	¢/Kwh	Cost/Day
2016 Stafford TP	74,399	18.1¢	\$433	74,399	18.1¢	\$433
Pumping	114,345	18.6¢	\$733	114,345	18.6¢	\$733
Other*	38,889	26.2¢	\$351	38,889	26.2¢	\$351
	227,633	19.7¢	\$1,496	227,633	19.7¢	\$1,496
2015 Stafford TP	76,248	17.6¢	\$432	76,248	17.6¢	\$432
Pumping	162,035	17.0¢	\$919	162,035	17.0¢	\$919
Other*	45,749	23.6¢	\$360	45,749	23.6¢	\$360
	284,032	18.2¢	\$1,725	284,032	18.2¢	\$1,725
2014 Stafford TP	78,182	17.0¢	\$430	78,182	17.0¢	\$430
Pumping	191,230	16.5¢	\$1,050	191,230	16.5¢	\$1,050
Other*	48,230	22.2¢	\$357	48,230	22.2¢	\$357
	317,642	17.5¢	\$1,852	317,642	17.5¢	\$1,852

\*Other includes West Marin Facilities

**8. Water Conservation Update**

	Month of July 2015	Program Total to Date
High Efficiency Toilet (HET) Rebate (\$100 each)	27	3,298
Retrofit Certificates Filed	27	5,344
Cash for Grass Rebates Paid Out	25	719
Washing Machine Rebates	6	6,605
Water Smart Home Survey	18	2,138

**9. Utility Performance Metric**

<b><u>SERVICE DISRUPTIONS</u></b>	<b>July 2015 No. of Customers Impacted</b>	<b>July 2014 No. of Customers Impacted</b>
<b>PLANNED</b>	Services/Main	
Duration Between 0.5 and 4 hours	21	16
Duration Between 4 and 12 hours	2	
Duration Greater than 12 hours		
<b>UNPLANNED</b>		
Duration Between 0.5 and 4 hours	12/6	11
Duration Between 4 and 12 hours	2/53	
Duration Greater than 12 hours		

<b><u>SERVICE LINES REPLACED</u></b>	<b>July 2015</b>	<b>July 2014</b>
Polybutylene	22	14
Copper (Replaced or Repaired)	4	2

## NORTH MARIN WATER DISTRICT

### Summary of Complaints & Service Orders July 2015

8/10/2015

<u>Type</u>	<u>Jul-15</u>	<u>Jul-14</u>	<u>Action Taken July 2015</u>
<b><u>Consumers' System Problems</u></b>			
Service Line Leaks	29	14	Notified Consumer
Meter Leak Consumer's Side	0	0	~
House Plumbing	0	0	~
Noisy Plumbing	0	0	~
Seepage or Other	0	0	~
House Valve / Meter Off	9	3	Notified Consumer
Nothing Found	16	13	Notified Consumer
Low Pressure	0	0	~
High Pressure	0	1	~
Water Waster Complaints	0	0	~
<b>Total</b>	<b>54</b>	<b>31</b>	
<b><u>Service Repair Reports</u></b>			
Register Replacements	0	0	~
Meter Replacement	2	0	Replaced
Meter Box Alignment	0	0	~
Meter Noise	0	0	~
Dual Service Noise	0	0	~
Box and Lids	0	0	~
Water Off/On Due To Repairs	8	8	Notified Consumer
Misc. Field Investigation	0	0	~
<b>Total</b>	<b>10</b>	<b>8</b>	
<b><u>Leak NMWD Facilities</u></b>			
Main-Leak	0	0	~
Mains-Nothing Found	0	0	~
Mains-Damage	1	0	Repaired
Service- Leak	19	19	Repaired
Services-Nothing Found	6	8	Notified Consumer
Service-Damaged	0	0	~
Fire Hydrant-Leak	2	2	Repaired
Fire Hydrants-Nothing Found	0	0	~
Fire Hydrants-Damaged	0	0	~
Meter Replacement	0	5	~
Meters-Leak	0	0	~
Meters-Nothing Found	0	0	~
Meters Damaged	0	0	~
Washer Leaks	7	12	Replaced
<b>Total</b>	<b>35</b>	<b>46</b>	
<b><u>High Bill Complaints</u></b>			
Consumer Leaks	2	2	Notified Consumer
Meter Testing	0	0	~
Meter Misread	10	10	Notified Consumer
Nothing Found	12	23	Notified Consumer
Projected Consumption	0	0	~
Excessive Irrigation	0	0	~
<b>Total</b>	<b>24</b>	<b>35</b>	

# NORTH MARIN WATER DISTRICT

## Summary of Complaints & Service Orders July 2015

8/10/2015

Type	Jul-15	Jul-14	Action Taken July 2015
<b><u>Low Bill Reports</u></b>			
Meter Misread	0	1	~
Stuck Meter	0	0	~
Nothing Found	1	0	Notified Consumer
Projected Consumption	0	0	~
Minimum Charge Only	0	0	~
<b>Total</b>	<b>1</b>	<b>1</b>	
<b><u>Water Quality Complaints</u></b>			
Taste and Odor	0	6	~
Color	4	0	<b>Customer reported brown water. (8th St)</b> Iron was detected. Customer was notified.
			<b>Customer reported brown water. (Court Rd)</b> Iron was detected. Customer was notified.
			<b>Customer reported color water. (7th St)</b> Iron, Copper & Manganese was not detected. Customer was notified.
			<b>Customer reported brown water. (Tamalpais)</b> Color water due to manganese. Customer was notified.
Turbidity	0	0	~
Suspended Solids	0	0	~
Other	1	2	<b>Customer requested a general test for safety of water. (Audubon Way)</b> Results were normal. Customer was notified.
<b>Total</b>	<b>5</b>	<b>8</b>	
<b>TOTAL FOR MONTH:</b>	<b>129</b>	<b>129</b>	<b>0%</b>

### **Fiscal YTD Summary**

Consumer's System Problems	54	31
Service Repair Report	10	8
Leak NMWD Facilities	35	46
High Bill Complaints	24	35
Low Bills	1	1
Water Quality Complaints	5	8
<b>Total</b>	<b>129</b>	<b>129</b>

### **Change Primarily Due To**

74%	Increase In Consumer Service Leaks
25%	Increase Meter Replacement
-24%	Decrease In Washer Leaks
-31%	Decrease In Nothing Found
0%	~
-38%	Decrease In Taste & Odor
<b>0%</b>	

# NORTH MARIN WATER DISTRICT

## Summary of Complaints & Service Orders July 2015

8/10/2015

Type	Jul-15	Jul-14	Action Taken July 2015
<b><u>"In House" Generated and Completed Work Orders</u></b>			
<b><u>Check Meter:</u></b> possible consumer/District leak, high bill, flooded, need read, etc.	233	203	
<b><u>Change Meter:</u></b> leaks, hard to read	5	18	
<b><u>Possible Stuck Meter</u></b>	0	0	
<b><u>Repair Meter:</u></b> registers, shut offs	0	0	
<b><u>Replace Boxes/Lids</u></b>	2	1	
<b><u>Hydrant Leaks</u></b>	0	0	
<b><u>Trims</u></b>	58	21	
<b><u>Dig Outs</u></b>	67	42	
<b><u>Letters to Consumer:</u></b> meter obstruction, trims, bees, gate access, etc.	0	0	
get meter number, kill service, etc.	0	0	
	<b>365</b>	<b>285</b>	

### Bill Adjustments Under Board Policy:

#### July 15 vs. July 14

Jul-15	23	\$4,317
Jul-14	18	\$5,404

#### Fiscal Year to Date vs. Prior FYTD

15/16 FYTD	23	\$4,317
14/15 FYTD	18	\$5,404

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Chris DeGabriele

**From:** SWRCB Office Research, Planning & Performance <drinc@waterboards.ca.gov>  
**Sent:** Wednesday, August 12, 2015 4:36 PM  
**To:** Chris DeGabriele  
**Subject:** Monitoring Report Acknowledgement for 0715

Hello Chris DeGabriele,

Thank you for your Monitoring Report. Below is the information you have submitted for the month of 0715. If this information is incorrect, please re-submit your report for the month with the corrected information. We use your most recently submitted monthly report in our calculations.

Reporter	Chris DeGabriele	
Urban Water Supplier/Number	North Marin Water District (361)	
Reporting Month	0715	
Stage/Mandatory	2 Yes	
Days Outside Irrigation	3	
Total Potable Water Production	227 MG	<u>-41% reduction from July 2013</u>
2013 Same Month Production	385 MG	
CII Water	59 MG	
Commercial Agricultural Water	0 MG	
Commercial Agricultural Water 2013	0 MG	
Recycled Water	21 MG	
Non-revenue Water	MG	
Residential Use Percentage	82 %	
Population	61299	
Estimated R-GPCD	98	
Number Complaints	44	
Number Follow-ups	59	
Number Warnings	44	
Number Penalties	0	
Enforcement		

Actions

Raised rates, Reduced allowed outdoor irrigation days, Instituted new prohibitions on specific water uses, Instituted stricter prohibitions on specific water uses, Increased conservation personnel, Increased conservation program budget

Actions Taken

Water Waste Complaints: 44 includes both public reports of water waste and NMWD staff observations during patrolling.  
Follow Ups: 59 includes 15 calls to customers confirming resolution of water waste, 14 staff calls and in-person advisory warnings, 30 Notice of Violation with door hangers.

Implementation  
Comments

Qualification

CII Water - NMWD bills every 2 months & the reported figure covers CII consumption ranging from April 24 through July 15.

Office of Research, Planning & Performance



## MEMORANDUM

To: Board of Directors

August 14, 2015

From: David L. Bentley, Auditor-Controller

Subj: Auditor-Controller's Monthly Report of Investments for July 2015  
t:\aclword\invest\16\investment report 0715.doc

**RECOMMENDED ACTION:** Information

**FINANCIAL IMPACT:** None

At month end the District's Investment Portfolio had an amortized cost value (i.e., cash balance) of \$11,927,635 and a market value of \$11,938,371. During July the cash balance decreased by \$2,249,265, due in part to \$1.4 million in payments to Ghilotti Construction for work on the AEEP, and a \$400,000 payment to CalPERS as the FY15 lump sum contribution toward the unfunded liability. The market value of securities held increased by \$330 during the month. The ratio of total cash to budgeted annual operating expense stood at 81%, down 4% from the prior month.

At July 31, 2015, 24% of the District's Portfolio was invested in California's Local Agency Investment Fund (LAIF), 37% in Time Certificate of Deposits, 8% in Corporate Medium Term Notes, 17% in US Treasury Notes, and 8% in Federal Agency Securities. The weighted average maturity of the portfolio was 252 days, compared to 218 days at the end of June. The LAIF interest rate for the month was 0.32%, compared to 0.30% the previous month. The weighted average Portfolio rate was 0.58%, compared to 0.54% the previous month. Including interest paid by The Bay Club Company on the StoneTree Golf Club Recycled Water Facilities Loan, the District earned \$10,218 in interest revenue during July, with 49% earned by Novato Water, 42% earned by Recycled Water (by virtue of the StoneTree Golf Course Loan) and the balance distributed to the other districts.

**NORTH MARIN WATER DISTRICT  
AUDITOR-CONTROLLER'S MONTHLY REPORT OF INVESTMENTS  
July 31, 2015**

Type	Description	S&P Rating	Purchase Date	Maturity Date	Cost Basis <sup>1</sup>	7/31/2015 Market Value	Yield <sup>2</sup>	% of Portfolio
<b>LAIF</b>	State of CA Treasury	A	Various	Open	\$2,867,823	\$2,868,901	0.32% <sup>3</sup>	<b>24%</b>
<b>Time Certificate of Deposit</b>								
TCD	American Express	n/a	8/1/13	8/3/15	248,000	248,000	0.70%	2%
TCD	Compass Bank	n/a	9/4/13	9/4/15	248,000	248,000	0.65%	2%
TCD	Sallie Mae Bank	n/a	10/23/13	10/23/15	248,000	248,000	0.80%	2%
TCD	BMW Bank	n/a	12/11/13	12/11/15	248,000	248,000	0.70%	2%
TCD	Key Bank	n/a	3/19/14	3/21/16	248,000	248,000	0.45%	2%
TCD	Barclays Bank	n/a	4/15/14	4/15/16	248,000	248,000	0.55%	2%
TCD	Americanwest Bank	n/a	5/30/14	5/31/16	249,000	249,000	0.50%	2%
TCD	Enerbank	n/a	6/30/14	6/30/16	249,000	249,000	0.65%	2%
TCD	Investors Bank	n/a	7/21/14	7/21/16	249,000	249,000	0.70%	2%
TCD	Comenity Capital Bank	n/a	8/18/14	8/18/16	249,000	249,000	0.80%	2%
TCD	Ally Bank	n/a	10/2/14	10/3/16	248,000	248,000	0.95%	2%
TCD	Cardinal Bank	n/a	11/12/14	11/14/16	249,000	249,000	0.80%	2%
TCD	Goldman Sachs	n/a	12/10/14	12/12/16	248,000	248,000	1.00%	2%
TCD	First Niagara Bank	n/a	4/30/15	5/1/17	249,000	249,000	0.75%	2%
TCD	Discover Bank	n/a	5/6/15	5/8/17	248,000	248,000	0.85%	2%
TCD	Capital One Bank	n/a	6/10/15	6/12/17	248,000	248,000	0.90%	2%
TCD	Flagship Cmnty Bank	n/a	6/24/15	6/24/17	249,000	249,000	0.75%	2%
TCD	American Express Bank	n/a	7/8/15	7/10/17	248,000	248,000	1.15%	2%
					<b>\$4,471,000</b>	<b>\$4,471,000</b>	<b>0.74%</b>	<b>37%</b>
<b>US Treasury Notes</b>								
Treas	1,000 - 0.50%	n/a	3/26/14	6/15/16	\$999,555	\$1,002,031	0.55%	8%
Treas	1,000 - 1.00%	n/a	8/4/14	9/30/16	1,004,167	1,007,578	0.65%	8%
					<b>\$2,003,722</b>	<b>\$2,009,609</b>	<b>0.60%</b>	<b>17%</b>
<b>Federal Agency Securities</b>								
FFCB	1.70% MTN	n/a	9/15/14	10/28/16	\$506,390	\$508,240	0.68%	4%
FHLB	0.58% MTN	n/a	11/7/14	11/14/16	499,581	500,530	0.64%	4%
					<b>\$1,005,971</b>	<b>\$1,008,770</b>	<b>0.66%</b>	<b>8%</b>
<b>Corporate Medium Term Notes</b>								
MTN	General Electric	AA+	1/29/13	10/9/15	1,000,284	1,001,256	0.70%	8%
					<b>\$1,000,285</b>	<b>\$1,001,256</b>	<b>0.70%</b>	<b>8%</b>
<b>Other</b>								
Agency	Marin Co Treasury	AA+	Various	Open	\$630,140	\$630,140	0.22%	5%
Other	Various	n/a	Various	Open	(51,305)	(51,305)	0.00%	0%
<b>TOTAL IN PORTFOLIO</b>					<b>\$11,927,635</b>	<b>\$11,938,371</b>	<b>0.58%</b>	<b>100%</b>

Weighted Average Maturity = 252 Days

LAIF: State of California Local Agency Investment Fund.

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

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

FFCB: Federal Farm Credit Bank, FHLB: Federal Home Loan Bank

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

Other: Comprised of 4 accounts used for operating purposes. US Bank Operating Account, US Bank STP SRF Loan

Account, Bank of Marin AEEP Checking Account & NMWD Petty Cash Fund.

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

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

3 Earnings are calculated daily - this represents the average yield for the month ending July 31, 2015.

<b>Interest Bearing Loans</b>	Loan Date	Maturity Date	Original Loan Amount	Principal Outstanding	Interest Rate
StoneTree Golf Course Loan	6/30/06	2/28/24	\$3,612,640	\$1,936,196	2.40%
Employee Housing Loans (6)	Various	Various	1,234,200	1,234,200	Contingent
Employee Computer Loan (1)	1/8/2015	1/4/2016	893	411	1.52%
<b>TOTAL INTEREST BEARING LOANS</b>			<b>\$4,847,733</b>	<b>\$3,170,807</b>	

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

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## MEMORANDUM

To: Board of Directors

August 14, 2015

From: Chris DeGabriele, General Manager

CD

Subject: ACWA Region 1 Board Election

t:\gm\acwa\2015\acwa ballot memo.doc

**RECOMMENDED ACTION:** Authorize General Manager to Vote for ACWA Region 1 Nominating Committee's Recommended Slate

**FINANCIAL IMPACT:** None

Attached is the Association of California Water Agencies (ACWA) Region 1 Board Ballot with the recommended slate of officers for the upcoming two-year term (2015-2017). Also attached is an email from ACWA describing the election rules and regulations and a map of the ACWA Regions. The General Manager has participated on the Nominating Committee and recommends that the Board authorize the General Manager to vote for the Nominating Committee's recommended slate. NMWDs own David Bentley is a recommended candidate for the ACWA Region 1 Board.

RECOMMENDATION

Board authorize General Manager to concur with ACWA Region 1 Nominating Committee's recommended slate and sign the ACWA Region 1 Board Ballot.

Approved by GM

CD

Date

8/14/2015

OFFICIAL

# REGION 1 Board Ballot

2016-2017  
TERM



**Association  
of California  
Water Agencies**  
Since 1910  
Leadership • Advocacy  
Information • Service

Please return completed  
ballot by **September 30, 2015**

E-mail: [anat@acwa.com](mailto:anat@acwa.com)  
Mail: ACWA  
910 K Street, Suite 100  
Sacramento, CA 95814

## General Voting Instructions:

- 1 You may either vote for the slate recommended by the Region 1 Nominating Committee or vote for individual region board members. Please mark the appropriate box to indicate your decision.
- 2 Please complete your agency information. The authorized representative is determined by your agency in accordance with your agency's policies and procedures.

**Submit**

**Clear Form**

1

## Nominating Committee's Recommended Slate

- I concur with the Region 1 Nominating Committee's recommended slate below.

### Chair:

- **Judith Mirbegan**, Director, Hidden Valley Lake Community Services District

### Vice Chair:

- **Dennis Mayo**, Director, McKinleyville Community Services District

### Board Members:

- **Michael Ban**, Environmental & Engineering Services Manager, Marin Municipal Water District
- **David L. Bentley**, Auditor-Controller, North Marin Water District
- **David Guhin**, Director of Santa Rosa Water, City of Santa Rosa
- **Brad Sherwood**, Community & Government Affairs Manager, Sonoma County Water Agency
- **Sheri Woo**, Director, Humboldt Bay Municipal Water District

## Individual Board Candidate Nominations

- I do not concur with the Region 1 Nominating Committee's recommended slate. I will vote for individual candidates below as indicated.

### Candidates for Chair: (Choose one)

- Judith Mirbegan**, Director, Hidden Valley Lake Community Services District

### Candidates for Vice Chair: (Choose one)

- Dennis Mayo**, Director, McKinleyville Community Services District

### Candidates for Board Members: (Max of 5 choices)

- Michael Ban**, Environmental & Engineering Services Manager, Marin Municipal Water District
- David L. Bentley**, Auditor-Controller, North Marin Water District
- David Guhin**, Director of Santa Rosa Water, Director of Santa Rosa Water, City of Santa Rosa
- Judith Mirbegan**, Director, Hidden Valley Lake Community Services District
- Brad Sherwood**, Community & Government Affairs Manager, Sonoma County Water Agency
- Sheri Woo**, Director, Humboldt Bay Municipal Water District

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AGENCY NAME

AUTHORIZED REPRESENTATIVE

DATE

## Katie Young

---

**From:** Chris DeGabriele  
**Sent:** Tuesday, August 11, 2015 12:02 PM  
**To:** Katie Young  
**Subject:** FW: Polls Open! ACWA Region 1 Election Ballot

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**From:** Ana Torres [<mailto:AnaT@acwa.com>]  
**Sent:** Friday, July 31, 2015 8:54 AM  
**Subject:** Polls Open! ACWA Region 1 Election Ballot



*Sent via email July 31, 2015*

TO: ACWA REGION 1 MEMBER AGENCY BOARD PRESIDENT AND GENERAL MANAGER

### ***Ballot for Region 1 Board Election for the 2016-2017 Term***

It is time to elect the 2016-2017 ACWA Region 1 officers and board members who will represent and serve the members of Region 1. Attached, you will find the official ballot which includes the Region 1 Nominating Committee's recommended slate as well as individual candidates running for the Region 1 Board.

**Your agency is entitled to cast only one vote.** Please review the attached ballot and have your agency's authorized representative cast its vote for the slate as recommended by the Region 1 Nominating Committee or cast its vote for an individual Region 1 chair, vice chair and three to five board members.

**2016-2017 ACWA Region 1 Ballot is located HERE.**  
**Region 1 Rules and Regulations are located HERE.**

**Submit the electronic ballot to ACWA by September 30, 2015.**  
*(Ballots received after September 30 will not be accepted.)*

**REMEMBER, YOUR VOTE IS IMPORTANT.** Region 1 board members are elected to represent the issues, concerns and needs of your region. The Region 1 chair and vice chair will serve on ACWA's board of directors for the next two-year term beginning January 1, 2016. Additionally, the newly elected chair and vice chair will make the Region 1 committee appointment recommendations to the ACWA president for the 2016-2017 term. Also, either the chair or vice chair will hold a seat on the ACWA Finance Committee.

If you have questions, please contact your Regional Affairs Representative, Katie Dahl, at [katied@acwa.com](mailto:katied@acwa.com) or call 916-441-4545.

Thank you for your careful consideration and participation in the Region 1 election process.

You have received this message from the Association of California Water Agencies (ACWA) on behalf of its members, supporters, and allied interests. To protect their privacy, ACWA policy prohibits the unauthorized reuse, redistribution, reproduction or transmission of this material or the distribution list.

# REGION MAP

www.acwa.com • 916.441.4545

## REGIONAL AFFAIRS REPRESENTATIVES

REGIONS  
2, 3, 8, 9, 10

**Brandon Ida**  
brandoni@acwa.com

REGIONS  
1, 4, 5, 6, 7

**Katie Dahl**  
katie@acwa.com



**Association  
of California  
Water Agencies**

*Since 1910*

Leadership • Advocacy  
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Rev. 11/3/14

7

## MEMORANDUM

To: Board of Directors

August 14, 2015

From: Pablo Ramudo, Water Quality Supervisor *PR*

Subject: Request Out-of-State Travel for Stacie Goodpaster

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**RECOMMENDED ACTION:** Approve Out-of-State Travel for Stacie Goodpaster to attend AWWA Fall conference.

**FINANCIAL IMPACT:** \$1920

Stacie Goodpaster has been a member of the AWWA California Nevada section Water Quality Laboratory Analyst Certification Committee for over seven years and currently serves as Chair. Stacie meets with other members of the committee at regular teleconferences (~1/month). The committee meets bi-annually at the AWWA CA-NV spring and fall conferences.

The annual fall conference this year is taking place in Las Vegas, Nevada from October 25<sup>th</sup> through the 29<sup>th</sup>. In addition to the committee meeting, Stacie will attend technical sessions for continuing education credits necessary for maintenance of the Distribution System Operator certificate and the Laboratory Analyst certificate. Stacie's expenses will be covered by the Water Quality budget for meetings and training.

**Recommendation:**

Authorize Stacie Goodpaster to travel out of state to attend the AWWA spring conference.

Approved by GM *ED*Date *8/14/2015*

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MEMORANDUM

To: Board of Directors  
 From: Drew McIntyre, Chief Engineer   
 Re: RMC Water and Environment (RMC) - General Services Agreement  
R:\NON JOB No ISSUES\Consultants\RMC\FY15-16\Agmts\_BOD Memos\RMC Genl Servs Agmt BOD memo 8\_15.doc

August 14, 2015

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

**FINANCIAL IMPACT:** \$50,000

The amount of required engineering work related to the accelerated design of the Central Service Area Recycled Water Expansion Project continues to necessitate outsourcing of various engineering services on an as-needed basis. The District currently has third party contracts for this work with various consulting firms including BKF (surveying), CSW/Stuber-Stroeh (design of SMART Railroad and Hwy 101 crossings), Miller Pacific Engineering Group (geotechnical investigations), ESA (environmental permits) and Aberegg Drafting Services. The purpose of this memo is to request a new General Consulting Services (GCS) Agreement with RMC. Attached is an agreement for RMC to provide outsourcing support for engineering services to assist staff with District workload demands with a not-to-exceed limit of \$50,000. RMC has a long and proven track record with the District in providing high quality and responsive services. To best meet project demands, a new GCS Agreement is desired and will be executed with individual task orders on a job-by-job basis. The first task order to be funded through this Agreement will be for assistance related to the design of a 300 foot recycled water pipeline extension within Novato Sanitary District's Davidson Street wastewater treatment plant (necessary for the Central Service Area distribution system piping). Since RMC was the Engineer of Record for NSD's most recent plant expansion, they are well suited to design an efficient and cost effective alignment through the various yard piping and utility obstacles at the NSD plant site. This first task order will be approximately \$28,000.

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

TABLE I

Contract Issuance Year	Description	Total Contact
FY10-11	Title 22 Engr Rpt for RW Expansion	\$36,450
FY15-16	Special Joint Funded RW Expansion Study with NSD	\$50,000

Approved by GM   
 Date 8/14/2015

RECOMMENDATION

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

## AGREEMENT FOR CONSULTING SERVICES

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

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

**WHEREAS**, in the judgement of the Board of Directors of the NMWD, it is necessary and desirable to employ the services of the Consultant to provide miscellaneous engineering services.

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

### **PART A -- SPECIFIC PROVISIONS:**

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

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

### **PART B -- GENERAL PROVISIONS**

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

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

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

- a. With respect to professional services under this agreement, Consultant shall assume the defense of and defend NMWD, its directors, officers, agents, and employees in any action at law or in equity in which liability is claimed or alleged to arise out of, pertain to, or relate to, either directly or indirectly, the intentional or willful misconduct, recklessness, or negligent act, error, or omission of Consultant (or any person or

organization for whom Consultant is legally liable) in the performance of the activities necessary to perform the services for District and complete the task provided for herein. In addition, Consultant shall indemnify, hold harmless, and release NMWD, its directors, officers, agents, and employees from and against any and all actions, claims, damages, disabilities or expenses, including attorney's fees and witness costs, that may be asserted by any person or entity including the Consultant, arising out of, pertaining to, or relating to, the negligent acts, errors or omissions, recklessness, or intentional or willful misconduct of the Consultant (or any consultant or subcontractor of Consultant) in connection with the activities necessary to perform the services and complete the task provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of NMWD.

- b. With respect to all other than professional services under this agreement, Consultant shall indemnify, hold harmless, release and defend NMWD, its agents and employees from and against any and all actions, claims, damages, disabilities or expenses, including attorney's fees and witness costs that may be asserted by any person or entity, including the Consultant, arising out of or in connection with the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of NMWD.

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

**4. PROSECUTION OF WORK:** The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be completed by June 30, 2016, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance, the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed.

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

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

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

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

- 6. MERGER:** This writing is intended both as the final expression of the agreement

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

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

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

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

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

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

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

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

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

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

constitute waiver of the Consultant's right to reimbursement.

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

#### **14. INSURANCE REQUIREMENTS FOR CONSULTANTS**

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

##### **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

##### **Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

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

##### **Verification of Coverage**

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

##### **Subcontractors**

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

##### **Self-Insured Retentions**

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

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

### **Other Insurance Provisions**

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

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

### **Acceptability of Insurers**

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

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

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

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

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

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

**NORTH MARIN WATER DISTRICT  
"NMWD"**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Chris DeGabriele, General Manager

**RMC WATER AND ENVIRONMENT  
"CONSULTANT"**

Dated: \_\_\_\_\_

\_\_\_\_\_



**RMC Water and Environment  
2015 Standard Billing Rates**

<b>Billing Classifications</b>	<b>2015 Rates</b>
<b>Engineer-Planner-Scientist</b>	
EPS-1	\$ 146.00
EPS-2	\$ 162.00
EPS-3	\$ 174.00
EPS-4	\$ 190.00
EPS-5	\$ 199.00
EPS-6	\$ 212.00
EPS-7	\$ 223.00
EPS-8	\$ 234.00
EPS-9	\$ 244.00
EPS-10	\$ 259.00
EPS-11	\$ 274.00
EPS-12	\$ 286.00
EPS-13	\$ 295.00
EPS-14	\$ 299.00
Intern	\$ 55.00
<b>Technician</b>	
TECH-1	\$ 131.00
TECH-2	\$ 135.00
TECH-3	\$ 140.00
TECH-4	\$ 145.00
TECH-5	\$ 151.00
TECH-6	\$ 159.00
TECH-7	\$ 161.00
<b>Administrative</b>	
AD-1	\$ 95.00
AD-2	\$ 100.00
AD-3	\$ 107.00
AD-4	\$ 118.00
AD-5	\$ 130.00
AD-6	\$ 140.00
AD-7	\$ 150.00

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

9

## MEMORANDUM

To: Board of Directors  
 From: Drew McIntyre, Chief Engineer   
 Subject: Caltrans Easement Agreement (Majauskas APN 125-130-14) – Replacement Easements for New AEEP Reach C-D Aqueduct Alignment  
7118.03 majauskas condemnation agreement bod memo

Date: August 14, 2015

**RECOMMENDED ACTION:** The Board approve agreement and authorize the General Manager to execute said agreement.

**FINANCIAL IMPACT:** None

Project Description

During the 2013 design of the Marin Sonoma Narrows (MSN) B-3 project Caltrans determined that they needed to acquire property from Majauskas to accommodate a new Highway 101 bridge design spanning San Antonio Creek. The new bridge design also required relocation of NMWD's aqueduct within these same limits. A map showing the Majauskas property, parcel segments acquired by Caltrans and NMWD's existing and new aqueduct easements is provided in Attachment 1.

To acquire the necessary property within the Majauskas parcel, Caltrans proceeded with an eminent domain filing with the court. As part of this condemnation, NMWD was named as a co-defendant since Caltrans was acquiring NMWD's existing aqueduct easement within said eminent domain property (even though Caltrans was also simultaneously acquiring new property for NMWD's benefit as part of the aqueduct relocation project). NMWD was served the initial eminent domain court order in July 2013. Since that time District legal counsel, Mr. Carl Nelson of Bold, Polisner, Maddow, Nelson and Judson has been working with Caltrans attorneys on this matter. In September 2013, Mr. Nelson and Caltrans developed an agreement (aka Stipulation) that formalized the understanding that any new replacement easements should replicate the exact terms and conditions of the original aqueduct easement acquired in 1962. Negotiations between Caltrans and other co-defendant's did not proceed as rapidly and, as a result, it has taken about two years since the initial eminent domain filing for Caltrans to negotiate satisfactory terms with all named defendants leading to development of the final so called "Stipulation for Judgment in Condemnation" included as Attachment 2.

Stipulation for Judgment in Condemnation

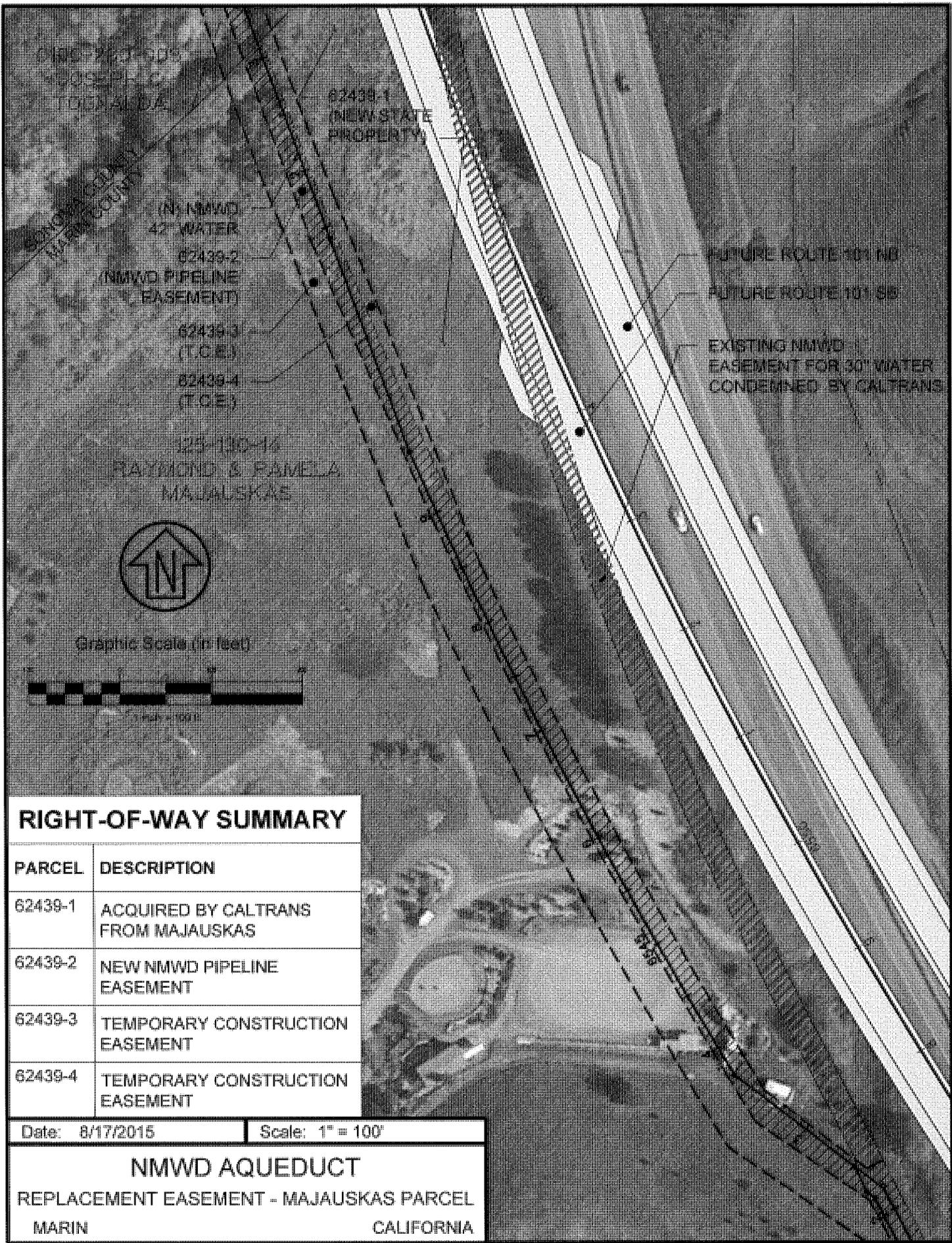
By signing the attached agreement, NMWD will be relinquishing its existing 1962 aqueduct easement and obtaining an in lieu replacement easement with virtually identical terms

Approved by GM Date 8/14/2015

and conditions. All costs for the replacement easement (including legal costs) are being reimbursed by Caltrans as part of the Board approved MSN B-3 Utility Agreement. Mr. Carl Nelson will be available by phone should the Board need legal input regarding this item.

Recommendation

That the Board approve this agreement and authorize the General Manager to execute said agreement.



**RIGHT-OF-WAY SUMMARY**

PARCEL	DESCRIPTION
62439-1	ACQUIRED BY CALTRANS FROM MAJAUSKAS
62439-2	NEW NMWD PIPELINE EASEMENT
62439-3	TEMPORARY CONSTRUCTION EASEMENT
62439-4	TEMPORARY CONSTRUCTION EASEMENT

Date: 8/17/2015

Scale: 1" = 100'

**NMWD AQUEDUCT**

REPLACEMENT EASEMENT - MAJAUSKAS PARCEL

MARIN

CALIFORNIA

CALIFORNIA DEPARTMENT OF TRANSPORTATION - LEGAL DIVISION  
111 Grand Avenue, Suite 11-100, Oakland, California 94612  
Telephone: (510) 433-9100, Facsimile: (510) 433-9167

1 RONALD W. BEALS, Chief Counsel  
2 DAVID GOSSAGE, Deputy Chief Counsel  
3 LUCILLE Y. BACA, Assistant Chief Counsel  
4 SAMUEL C. LAW, State Bar No. 149161  
5 111 Grand Avenue, Suite 11-100, Oakland, CA 94612  
6 Telephone: (510) 433-9100, Facsimile: (510) 433-9167

7 Attorneys for Plaintiff People of the State of California

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF MARIN

10  
11 THE PEOPLE OF THE STATE OF CALIFORNIA, ) Case No. CIV 1303061  
12 acting by and through the Department of )  
13 Transportation, )  
14 )  
15 Plaintiff, ) Parcels 62439-1, 62439-2, 62439-3 and  
16 ) 62439-4  
17 v. )  
18 )  
19 RAYMOND MAJASKAS; PAMELA ) STIPULATION FOR  
20 MAJASKAS; NORTH MARIN COUNTY ) JUDGMENT IN CONDEMNATION  
21 WATER DISTRICT, a Public Corporation; )  
22 COUNTY OF MARIN; MARIN COUNTY FLOOD )  
23 CONTROL AND WATER CONSERVATION )  
24 DISTRICT; SONOMA COUNTY WATER )  
25 AGENCY; LESTER CORDA & STELLA CORDA ) Judge: Honorable Mark A. Talamantes  
26 FAMILY LIMITED PARTNERSHIP, a California ) Dept: L  
27 Limited Partnership; CALIFORNIA ) Trial Date: Not Set  
28 RECONVEYANCE COMPANY, a California )  
29 Corporation, as Trustee; JPMORGAN CHASE )  
30 BANK, a New York Corporation, Successor in )  
31 Interest to WASHINGTON MUTUAL BANK, FA; )  
32 DOE ONE to DOE FIFTY, inclusive, )  
33 )  
34 Defendants. )

35 IT IS HEREBY STIPULATED by and between plaintiff and defendants NORTH MARIN  
36 WATER DISTRICT ("NMWD"), incorporated and formerly known as NORTH MARIN COUNTY  
37 WATER DISTRICT, LESTER CORDA & STELLA CORDA FAMILY LIMITED PARTNERSHIP,  
38 a California Limited Partnership ("CORDA"), that Judgment in Condemnation as to the real property

CALIFORNIA DEPARTMENT OF TRANSPORTATION - LEGAL DIVISION  
111 Grand Avenue, Suite 11-100, Oakland, California 94612  
Telephone: (510) 433-9100, Facsimile: (510) 433-9167

1 and interests in real property, described in plaintiff's complaint as Parcels 62439-1, 62439-2, 62439-3  
2 and 62439-4, any and all precondemnation damages, and any and all damages that could have been  
3 claimed and recovered in this action, may be entered in the sum and containing the terms and  
4 conditions of the attached proposed judgment, marked Exhibit "1", and by this reference made a part  
5 of this stipulation, and that Statement of Decision, and Notice of Entry of Judgment are hereby  
6 waived.

7 IT IS HEREBY STIPULATED by and among all parties that this Stipulation may be  
8 executed in separate and single counterparts by each of the parties hereto, and upon which execution  
9 of each counterpart, this Stipulation shall be deemed executed by all parties.

10 Dated: \_\_\_\_\_

SCHERER, GOSSAGE, BACA, and LAW

11 By: \_\_\_\_\_

SAMUEL C. LAW, ESQ.  
Attorneys for Plaintiff  
STATE OF CALIFORNIA

12 Dated: \_\_\_\_\_

STATE OF CALIFORNIA

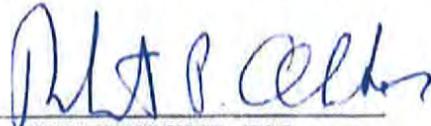
13 By: \_\_\_\_\_

MARK L. WEAVER

14 Title: Deputy District Director  
15 District 4 Division of Right of Way  
16 Department of Transportation

17 Dated: 8/2/15

BADDELEY, OLIKER & SARTORI

18 By: 

ROBERT OLIKER, ESQ.  
Attorneys for Defendant CORDA

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Dated: 7/31/2015

CORDA

By: *Stella Brooks*

Title: General Partner

Dated: 8/12/2015

BOLD, POLISNER, MADDOW, NELSON & JUDSON, PC

By: *Carl P. A. Nelson*

CARL P. A. NELSON, ESQ.  
Attorneys for Defendant NMWD

Dated: \_\_\_\_\_

NMWD

By: \_\_\_\_\_

Title: \_\_\_\_\_

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SAMUEL C. LAW, State Bar No. 149161  
3 111 Grand Avenue, Suite 11-100, Oakland, CA 94612  
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4 Attorneys for Plaintiff People of the State of California  
5  
6  
7

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF MARIN

11 THE PEOPLE OF THE STATE OF CALIFORNIA, ) Case No. CIV 1303061  
acting by and through the Department of )  
12 Transportation, )  
 )  
13 Plaintiff, ) Parcels 62439-1, 62439-2, 62439-3 and  
 ) 62439-4  
14 v. )  
 )  
15 RAYMOND MAJAUSKAS; PAMELA ) **JUDGMENT IN CONDEMNATION**  
MAJAUSKAS; NORTH MARIN COUNTY )  
16 WATER DISTRICT, a Public Corporation; )  
COUNTY OF MARIN; MARIN COUNTY FLOOD ) Judge: Honorable Mark A. Talamantes  
17 CONTROL AND WATER CONSERVATION ) Dept: L  
DISTRICT; SONOMA COUNTY WATER ) Trial Date: Not Set  
18 AGENCY; LESTER CORDA & STELLA CORDA )  
FAMILY LIMITED PARTNERSHIP, a California )  
19 Limited Partnership; CALIFORNIA )  
RECONVEYANCE COMPANY, a California )  
20 Corporation, as Trustee; JPMORGAN CHASE )  
BANK, a New York Corporation, Successor in )  
21 Interest to WASHINGTON MUTUAL BANK, FA; )  
DOE ONE to DOE FIFTY, inclusive, )  
22 Defendants. )  
23

24 Plaintiff THE PEOPLE OF THE STATE OF CALIFORNIA, acting by and through the  
25 Department of Transportation, and defendants NORTH MARIN WATER DISTRICT (“NMWD”),  
26 incorporated and formerly known as NORTH MARIN COUNTY WATER DISTRICT, LESTER  
27 CORDA & STELLA CORDA FAMILY LIMITED PARTNERSHIP, a California Limited

1 Partnership ("CORDA"), have stipulated that Judgment in Condemnation may be entered herein  
2 among said parties, and have waived Statement of Decision and Notice of Entry of Judgment, and  
3 GOOD CAUSE APPEARING THEREFOR, IT IS HEREBY ORDERED, ADJUDGED AND  
4 DECREED AS FOLLOWS:

5 I

6 CORDA's interest in the property to be acquired (Parcels 62439-1, 62439-2, 62439-3, 62439-  
7 4) consists of an easement, described in Marin County Recorder's Official Records, Document  
8 Number 2000-0052511, wherein is located a water meter owned by NMWD, whereby CORDA and  
9 NMWD obtain access to the water meter, and whereby CORDA holds, maintains, and has access to,  
10 water pipes that serve land owned by CORDA on the east side of Highway 101 ("CORDA  
11 PROPERTY-EAST"). In compensation for the acquisition of CORDA's easement interests herein,  
12 Plaintiff will perform its obligations as specifically set forth in the Right of Way Contract attached  
13 hereto as Exhibit A, and pay the necessary sums, as described in the Right of Way Contract for the  
14 value of the property taken and for CORDA to install, on CORDA PROPERTY-EAST, a new  
15 replacement permanent water service line required to maintain NMWD service to CORDA  
16 PROPERTY-EAST from a new water meter to be installed on the east side of the current north  
17 bound lanes of Highway 101, just north of the San Antonio Creek bridge. To the extent a portion of  
18 the replacement water service line will lie within property owned by the public, Plaintiff will reserve  
19 in said public property an easement 20 feet in width in favor of NMWD for the purpose of servicing  
20 and repairing that portion of the new replacement permanent water service line that is located  
21 upstream of the new water meter, and Plaintiff will reserve in said public property an easement 20  
22 feet in width in favor of CORDA for the purpose of servicing and repairing that portion of the new  
23 replacement permanent water service line that is located downstream of the new water meter in  
24 accord with the Right of Way Contract.

25 II

26 Plaintiff has the right to acquire Parcel 62439-2, as described herein, pursuant to the  
27 provisions of Code of Civil Procedure section 1240.320 in that it is necessary to substitute NMWD's

1 rights and interests in Parcels 62439-1, 62439-3 and 62439-4, which are necessary for State highway  
2 purposes, for like rights and interests in Parcel 62439-2 in order to provide for continued public use  
3 of water line services and facilities.

4 III

5 The compensation to CORDA for relocation of the water meter and water pipes as  
6 hereinabove described shall be in full payment for said parcels acquired in this eminent domain  
7 proceeding and for all damages of every kind and nature suffered or to be suffered by reason of the  
8 acquisition of said parcels and the construction and use of the project in the manner proposed by  
9 Plaintiff as to defendants CORDA. The substitution of Parcel 62439-2 for NMWD's rights and  
10 interests in Parcels 62439-1, 62439-3 and 62439-4, shall be in full compensation for said parcels  
11 acquired in this eminent domain proceeding and for all damages of every kind and nature suffered or  
12 to be suffered by reason of the acquisition of said parcels and the construction and use of the project  
13 in the manner proposed by Plaintiff as to defendant NMWD. Nothing in the preceding sentence shall  
14 affect Plaintiff's obligations under Utility Agreement 1780.1 dated March 11, 2014 between Plaintiff  
15 and NMWD, as it may be amended from time to time.

16 IV

17 The purpose for which Parcels 62439-1, 62439-2, 62439-3 and 62439-4 are sought to be  
18 condemned is a public use authorized by law, and the taking of Parcels 62439-1, 62439-2, 62439-3  
19 and 62439-4 is necessary for such use.

20 V

21 Plaintiff having been authorized to take possession on March 20, 2014, all taxes, penalties  
22 and costs which are a lien on Parcels 62439-1, 62439-2, 62439-3 and which are apportioned to that  
23 portion of the fiscal year after said date are hereby canceled pursuant to sections 5081 et seq. of the  
24 Revenue and Taxation Code.

25 VI

26 Upon payment of said compensation for the benefit of CORDA, said parcels shall be  
27 condemned to plaintiff and as against defendants NORTH MARIN WATER DISTRICT,

1 incorporated and formerly known as NORTH MARIN COUNTY WATER DISTRICT, LESTER  
2 CORDA & STELLA CORDA FAMILY LIMITED PARTNERSHIP, a California Limited  
3 Partnership, RAYMOND MAJAUSKAS; PAMELA MAJAUSKAS, CALIFORNIA  
4 RECONVEYANCE COMPANY, a California Corporation, as Trustee; JPMORGAN CHASE  
5 BANK, a New York Corporation, Successor in Interest to WASHINGTON MUTUAL BANK, FA,  
6 for State highway purposes, in fee simple absolute, unless a lesser estate is described, and all  
7 interests of said defendants in and to said parcels shall be terminated.

8 VII

9 The purpose for which said parcels are sought to be condemned is a public use authorized by  
10 law, and the taking of said parcels is necessary for such use.

11 VIII

12 The Court having entered judgment as to defendants RAYMOND MAJAUSKAS; PAMELA  
13 MAJAUSKAS, CALIFORNIA RECONVEYANCE COMPANY, a California Corporation, as  
14 Trustee; JPMORGAN CHASE BANK, a New York Corporation, Successor in Interest to  
15 WASHINGTON MUTUAL BANK, FA, Court on August 5, 2014, said defendants have been fully  
16 compensated for the acquisition of Parcels 62439-1, 62439-2, 62439-3, 62439-4.

17 IX

18 Defendant CORDA shall recover from Plaintiff ordinary costs of suit as permitted by law,  
19 exclusive of litigation expenses, incurred in the defense of this proceeding in the amount of  
20 \$\_\_\_\_\_.

21 Defendant NMWD shall recover from Plaintiff ordinary costs of suit as permitted by law,  
22 exclusive of litigation expenses, incurred in the defense of this proceeding in the amount of  
23 \$\_\_\_\_\_.

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X

NMWD's cross-complaint for declaratory relief is hereby dismissed without prejudice.

DATED: \_\_\_\_\_

\_\_\_\_\_  
MARK A. TALAMANTES  
Judge of the Superior Court

CALIFORNIA DEPARTMENT OF TRANSPORTATION - LEGAL DIVISION  
111 Grand Avenue, Suite 11-100, Oakland, California 94612  
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CALIFORNIA DEPARTMENT OF TRANSPORTATION - LEGAL DIVISION  
555 Market Street, Suite 1700, San Francisco, California 94105  
Telephone: (415) 904-5700, Facsimile: (415) 904-2333

1           PARCEL 62439-1:  
2           For State freeway purposes, that real property described as follows:  
3           A portion of PARCEL 2, said PARCEL 2 is shown on that certain map entitled "PARCEL  
4 MAP OF A PORTION OF RANCHO OLOMPALI" filed July 25, 1972 in Book 7 of parcel maps,  
5 Page 53, Marin County Records, more particularly described as follows:  
6           BEGINNING at the most northerly corner of said PARCEL 2; thence along the general  
7 westerly line of said PARCEL 2, the following three courses: S. 12°25'59" W., 349.04 feet; S.  
8 01°07'49" W., 189.99 feet and S. 43°37'49" W., 18.96 feet; thence from a radial line that bears S.  
9 70°56'02" W., along a curve to the left with a radius of 4037.20 feet, through an angle of 2°09'23",  
10 an arc length of 151.94 feet; thence S. 21°13'21" E., 321.55 feet; thence from a radial line that bears  
11 S. 65°06'26" W., along a curve to the left with a radius of 4417.55 feet, through an angle of  
12 6°27'11", an arc length of 497.54 feet; thence S. 52°38'32" E., 105.75 feet; thence N. 62°52'34" E.,  
13 15.29 feet to a point on the general northeasterly line of said PARCEL 2; thence along last said line,  
14 the following three courses: N. 27°07'26" W., 142.71 feet; along a curve to the right with a radius of  
15 3129.88 feet, through an angle of 25°00'43", an arc length of 1366.32 feet and N. 02°06'43" W.,  
16 44.07 feet to the POINT OF BEGINNING.  
17           Lands abutting said freeway shall have no right or easement of access thereto.  
18           The bearings and distances used in the above description are on the California Coordinate  
19 System of 1983 (Epoch 1991.35), Zone 3. Multiply the above distances by 1.0000383 to obtain  
20 ground level distances.  
21           //  
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1           PARCEL 62439-2:

2           An EASEMENT for water pipeline purposes, to be transferred to North Marin Water  
3 District, a public corporation, hereinafter referred to as the "District", its successors and assigns,  
4 consisting of a permanent easement and right of way including the perpetual right and privilege to  
5 enter upon the land hereinafter described at any time and to survey, lay, construct, repair, replace,  
6 maintain, operate, control, use, remove and relocate water pipes and mains, together with all fixtures,  
7 devices and appurtenances used or useful in the operation of the same at any and all points within,  
8 on, through, over, under and across that certain strip of land situated in the County of Marin, State of  
9 California, described as:

10           A portion of PARCEL 2, said PARCEL 2 is shown on that certain map entitled "PARCEL  
11 MAP OF A PORTION OF RANCHO OLOMPALI" filed July 25, 1972 in Book 7 of parcel maps,  
12 Page 53, Marin County Records, more particularly described as follows:

13           COMMENCING at the most northerly corner of said PARCEL 2; thence along the general  
14 westerly line of said PARCEL 2, the following three courses: S. 12°25'59" W., 349.04 feet;  
15 S. 01°07'49" W., 189.99 feet and S. 43°37'49" W., 18.96 feet; thence from a radial line that  
16 bears S. 70°56'02" W., along a curve to the left with a radius of 4037.20 feet, through an angle of  
17 2°09'23", an arc length of 151.94 feet; thence S. 21°13'21" E., 321.55 feet to the POINT OF  
18 BEGINNING; thence from a radial line that bears S. 65°06'26" W., along a curve to the left with a  
19 radius of 4417.55 feet, through an angle of 6°27'11", an arc length of 497.54 feet; thence S.  
20 52°38'32" E., 96.34 feet; thence S. 25°07'26" E., 43.29 feet; thence N. 52°38'32" W., 138.48 feet;  
21 thence from a radial line that bears S. 58°36'20" W., along a curve to the right with a radius of  
22 4437.55 feet, through an angle of 6°30'06", an arc length of 503.55 feet; thence from a radial line  
23 that bears S. 64°51'03" W., along a curve to the right with a radius of 4618.00 feet, through an angle  
24 of 3°56'56", an arc length of 318.28 feet; thence N. 19°56'25" W., 142.44 feet to a point on said  
25 general westerly line, thence along said general westerly line, N. 43°37'49" E., 22.33 feet; thence S.  
26 19°56'25" E., 152.16 feet; thence from a radial line that bears S. 68°47'49" W., along a curve to the  
27 left with a radius of 4598.00 feet, through an angle of 3°56'49", an arc length of 316.74 feet to the

1 POINT OF BEGINNING.

2 Also together with the following rights, to be transferred to the District:

3 (1) The right of ingress and egress to and from the easement described above, over  
4 and across the fee owner(s)'s property, by means of any existing roads or lanes, and in the absence of  
5 such existing roads or lanes, by such route or routes as practicable which cause the least damage and  
6 inconvenience to the fee owner(s);

7 (2) The right to excavate and refill ditches and/or trenches and to remove, trim,  
8 cut and clear away any and all trees, brush, fences and obstructions now or hereafter on said lands  
9 hereinabove described which in the opinion of the District may be a hazard to or interfere with the  
10 inspection or maintenance of the District's facilities on said lands; provided, however that fences so  
11 removed shall be replaced by the District and the things which the District is hereby authorized to cut  
12 and remove however valuable, shall continue to be the property of the fee owner(s), but all refuse and  
13 debris shall be burned, as permitted by applicable law, or removed by the District.

14 (3) The right to mark the location of the primary easement hereinabove described by  
15 suitable markers set in locations which will not interfere with any reasonable use that the fee  
16 owner(s) shall make of the lands hereinabove described.

17 The EASEMENT shall also be subject to the following additional conditions:

18 No structure or equipment shall be placed by the fee owner(s) on the hereinabove  
19 described easement.

20 The District shall repair any damage it shall do to the fee owner(s)'s private roads or  
21 lanes and shall indemnify the fee owner(s) against any loss or damage which shall be caused by any  
22 wrongful act or omission of the District or of its agents or employees in the course of their  
23 employment.

24 The District shall backfill any trench made by it on said parcel so as to leave the  
25 surface of the ground thereover as nearly normal as possible.

26 The provisions hereof shall run with the land and inure to the benefit of and bind the  
27 heirs, successors and assigns of the fee owner(s) and the District.

CALIFORNIA DEPARTMENT OF TRANSPORTATION - LEGAL DIVISION  
585 Market Street, Suite 1700, San Francisco, California, 94105  
Telephone: (415) 904-5700, Facsimile: (415) 904-2333

1           The bearings and distances used in the above description are on the California Coordinate  
2 System of 1983 (Epoch 1991.35), Zone 3. Multiply the above distances by 1.0000383 to obtain  
3 ground level distances.

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CALIFORNIA DEPARTMENT OF TRANSPORTATION - LEGAL DIVISION  
656 Market Street, Suite 1700, San Francisco, California, 94105  
Telephone: (415) 904-5700, Fax: (415) 904-2333

1           PARCEL 62439-3:

2           For State freeway purposes, a TEMPORARY EASEMENT for construction purposes and  
3 incidents thereto, upon, over and across the following described parcel of land:

4           A portion of PARCEL 2, said PARCEL 2 is shown on that certain map entitled "PARCEL  
5 MAP OF A PORTION OF RANCHO OLOMPALI" filed July 25, 1972 in Book 7 of parcel maps,  
6 Page 53, Marin County Records, more particularly described as follows:

7           COMMENCING at the most northerly corner of said PARCEL 2; thence along the general  
8 westerly line of said PARCEL 2, the following three courses: S. 12°25'59" W., 349.04feet;  
9 S. 1°07'49" W., 189.99 feet and S. 43°37'49" W., 52.61 feet to the POINT OF BEGINNING; thence  
10 continuing along said general westerly line, S. 43°37'49" W., 22.52 feet; thence from a radial line  
11 that bears S. 70°34'21" W., along a curve to the left with a radius of 4087.20 feet, through an angle  
12 of 1°47'42", an arc length of 128.05 feet; thence S. 21°13'21" E., 323.15 feet; thence from a radial  
13 line that bears S. 65°07'40" W., along a curve to the left with a radius of 4467.55 feet, through an  
14 angle of 6°35'40", an arc length of 514.19 feet; thence S. 52°38'32" E., 201.68 feet; thence N.  
15 25°07'26" W., 64.93 feet; thence N. 52°38'32" W., 138.48 feet; thence from a radial line that bears  
16 S. 58°36'20" W., along a curve to the right with a radius of 4437.55 feet, through an angle of  
17 6°30'06", an arc length of 503.55 feet; thence from a radial line that bears S. 64°51'03" W., along a  
18 curve to the right with a radius of 4618.00 feet, through an angle of 3°56'56", an arc length of 318.28  
19 feet; thence N. 19°56'25" W., 142.44 feet to the POINT OF BEGINNING.

20           Rights to the above described temporary easement shall cease and terminate on December 31,  
21 2016. Said rights may also be terminated prior to the above date by the STATE upon notice to  
22 OWNER.

23           The bearings and distances used in the above description are on the California Coordinate  
24 System of 1983 (Epoch 1991.35), Zone 3. Multiply the above distances by 1.0000383 to obtain  
25 ground level distances.

26           //  
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CALIFORNIA DEPARTMENT OF TRANSPORTATION - LEGAL DIVISION  
595 Market Street, Suite 1700, San Francisco, California, 94105  
Telephone: (415) 904-5700, Facsimile: (415) 904-2333

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PARCEL 62439-4:

For State freeway purposes, a TEMPORARY EASEMENT for construction purposes and incidents thereto, upon, over and across the following described parcel of land:

A portion of PARCEL 2, said PARCEL 2 is shown on that certain map entitled "PARCEL MAP OF A PORTION OF RANCHO OLOMPALI" filed July 25, 1972 in Book 7 of parcel maps, Page 53, Marin County Records, more particularly described as follows:

COMMENCING at the most northerly corner of said PARCEL 2; thence along the general westerly line of said PARCEL 2, the following three courses: S. 12°25'59" W., 349.04 feet; S. 01°07'49" W., 189.99 feet and S. 43°37'49" W., 18.96 feet to the POINT OF BEGINNING; thence from a radial line that bears S. 70°56'02" W., along a curve to the left with a radius of 4037.20 feet, through an angle of 2°09'23", an arc length of 151.94 feet; thence S. 21°13'21" E., 321.55 feet; thence from a radial line that bears S. 64°51'00" W., along a curve to the right with a radius of 4598.00 feet, through an angle of 3°56'49", an arc length of 316.74 feet; thence N. 19°56'25" W., 152.16 feet to a point on said general westerly line; thence along said general westerly line, N. 43°37'49" E., 11.32 feet to the POINT OF BEGINNING.

Rights to the above described temporary easement shall cease and terminate on December 31, 2016. Said rights may also be terminated prior to the above date by the STATE upon notice to OWNER.

The bearings and distances used in the above description are on the California Coordinate System of 1983 (Epoch 1991.35), Zone 3. Multiply the above distances by 1.0000383 to obtain ground level distances.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION  
**RIGHT OF WAY CONTRACT - STATE HIGHWAY**  
RW 8-3 (6/95)

PETALUMA, California

Dist.	Co.	Rte.	P.M.	E.A.	Project
4	Mrn	101	26.8 - 27.6	264099	0400000735

JUNE 10, 2015

LESTER AND STELLA CORDA  
LIMITED FAMILY PARTNERSHIP

Grantor

Document No. 61800 in the form of a GRANT DEED covering the property particularly described in the above instrument has been executed and delivered to JOHN CUNLIFFE, Right of Way Agent for the State of California.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the State of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.
- (B) Grantee requires said property described in Document No. 61800 for State highway purposes, a public use for which Grantee has the authority to exercise the power of eminent domain. Grantors are compelled to sell, and Grantee is compelled to acquire the property.

Both Grantors and Grantee recognize the expense, time, effort, and risk to both parties in determining the compensation for the property by eminent domain litigation. The compensation set forth herein for the property is in compromise and settlement, in lieu of such litigation.

2. The State shall:
  - (A) Pay the undersigned Grantors the sum of \$148,250.03 for the property or interest conveyed by above document when title to said property vests in the State subject to all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded) and taxes. Payment shall be made to Lester and Stella Corda Limited Family Partnership.
  - (B) Pay all escrow and recording fees incurred in this transaction, and, if title insurance is desired by the State, the premium charged therefor. Said escrow and recording charges shall not, however, include documentary transfer tax.
3. The parties hereto agree that State, in acquiring title subject to unpaid assessments as set forth herein, is not assuming responsibility for payment or subsequent cancellation of such assessments. The assessments remain the obligation of the Grantor, and, as between State and Grantor, no contractual obligation has been made requiring their payment.
4. Should the property be materially destroyed by fire, earthquake or other calamity without the fault of either party, this contract may be rescinded by State; in such an event, State may reappraise the property and make an offer thereon.
5. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject property by the State, including the right to remove and dispose of improvements commenced on 6/19/2013, and that the amount shown in Clause 2(A) herein includes, but is not limited to, full payment for such possession and use, including damages, if any, and interest in the amount of \$50.03 from said date.
6.
  - A) It is further agreed and confirmed by the parties hereto that permission is hereby granted to the State or its authorized agent to enter upon Grantor's land where necessary within that certain area labeled 61800-5 as shown on Appriaisal Map A-10438.8 attached hereto and made a part hereof, for the purpose of a temporary construction easement. At all times, construction activities within this area shall not restrict or interfere with access to Grantor's land and facilities.
  - B) The above described parcel of land is to be used for temporary construction purposes in connection with the construction of the State highway designated Route 101 on maps in the office of the Department of Transportation, State of California, at 111 Grand Avenue, Oakland, California; the herein acquired rights of usage in said parcel shall be for a period of 36 months commencing December 31<sup>st</sup>, 2013. It is further understood that in no event shall the temporary right granted herein extend beyond the completion of the construction project or December 31<sup>st</sup>, 2016 whichever is earlier, except as provided below.

In case of delays in construction, the duration of the Temporary Easement may be extended at the option of the Grantee by an amendment to this agreement at the rate of \$135.00 per month.

7. The undersigned Grantor warrants that they are the owner in fee simple of the property as described in Document No. 61800 and that they have the exclusive right to grant these property rights.
8. It is understood and agreed by and between the parties hereto that the payment in Clause 2(A) above includes, but is not limited to, payment for:

Land, fee and easements	\$10,000.00
Temporary Easements	\$200.00
Cost to Cure Damages	\$138,000.00

Cost to Cure Damages comprise the relocation of two rural mailboxes; payment for the installation of that portion of a new water service connection over Grantor's land, including but not limited to approximately 2,400 feet of 2" pipe and a 5 H.P. booster pump, payment for a 30 foot wide access right, and payment for property damage resulting from the relocation of utility poles.

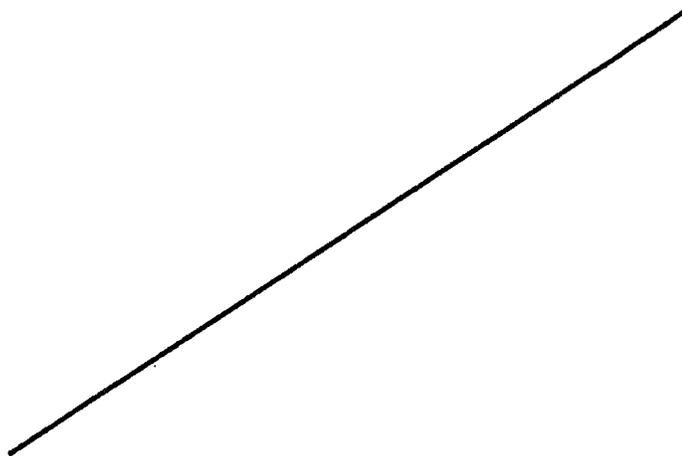
9. The State or its authorized agent shall install new permanent fencing along the boundary of Grantor's land with parcels 61800-1, 61800-2, 61800-3 and 61800-4 as depicted on maps A-10438.8; A-10438.9, and A-10438.10 attached hereto and made a part hereof, and described in Grant Deed 61800. The new fencing will be attached to the Grantor's existing fencing so as to form a continuous barrier to livestock. Existing fencing along the perimeter of the above parcels will be removed.
10. Permission is hereby granted to the State or its authorized agent to enter onto Grantor's land where necessary, to install permanent and temporary fencing and remove existing fencing referred to in Clause 9. Grantor shall be informed at least 15 days in advance of all planned fencing work.
11. Grantor understands and agrees that after completion of fencing installation work described in Clause 9, said fence will be Grantor's sole property and Grantor will be responsible for its maintenance and repair.
12. It is understood and agreed by and between the parties that livestock must be prevented from escaping and appropriate precautions must be taken to ensure the perimeter fence is secured at all times. To this end, existing fencing will not be removed until continuous temporary or permanent fencing is in place and secure.

13. Except for connection and re-connection work, State is responsible for ensuring the existing water supply pipe running under the highway at the approximate location of engineering station 25+00 on Line N2 shown on Appraisal Map A-10438.9 attached, remains operable until that part of the new water service for which the State is responsible for providing in Clause 14, is operational.
14. At no cost to the Grantor, State agrees to install a new water meter and supply pipe as shown on the attached North Marin Water District's (NMWD) plan, 'AQUEDUCT RELOCATION AEEP REACHES A-D / MSN B3 CORDA WATER SERVICE' made part of this agreement. State is responsible for installing the new water meter and supply pipe to the point on the aforementioned plan where the 2" pipe is terminated by a traffic rated utility box. Grantor is responsible for installing that part of the new water supply line on Grantor's land and for making a connection to a point of the Grantor's choosing by September 30<sup>th</sup>, 2015. Grantor understands and agrees that it is imperative to have Grantor's portion of the new water service operational prior to the time when the existing NMWD water supply is disconnected. Grantor understands and agrees that State shall not be held liable for any interruption to Grantor's water supply as a result of the Grantor's non performance under this clause.
15. From that portion of the current State's right of way that will be transferred to the counties of Sonoma and Marin as a result of this project, State will reserve an easement to the Grantor sufficient for the purpose of servicing and repairing that portion of the new replacement permanent water service line that will be on County land and or County right of way. A preliminary copy of the Director's Deed easement language is attached for both counties and made part of this agreement. The legal description defining easement boundaries will be provided by State no later than 6 months after the project is complete and the easements recorded no later than 9 months after project completion.
16. State shall construct a connection from Fire Road to frontage road, i.e. north bound lanes of State Route 101 before project, as shown in construction details page C2 of the Project Plans attached.
17. All work done under this agreement shall conform to all applicable building, fire and sanitary laws, ordinances, and regulations relating to such work, and shall be done in a good and workmanlike manner. All structures, improvements or other facilities, when removed, and relocated, or reconstructed by the State, shall be left in as good condition as found.
18. In consideration of the State's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold the State of California harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the State shall not exceed the amount paid to the Grantors under this contract.

19. State agrees to indemnify and hold harmless Grantor from any liability arising out of State's operations under this agreement. State further agrees to assume responsibility for any damages proximately caused by reason of State's operations under this agreement and State will, at its option, either repair or pay for such damage.
20. Grantor warrants that there are no oral or written leases on all or any portion of the property being acquired by the State exceeding a period of one month, and the Grantor agrees to hold State harmless and reimburse State for any and all of its losses and expenses occasioned by reason of any lease of said property held by any tenant of Grantor for a period exceeding one month.
21. The Grantor hereby represents and warrants that during the period of Grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances or hazardous waste on, from, or under the property. Grantor further represents and warrants that Grantor has no actual knowledge of any disposal, release, or threatened release of hazardous substances or hazardous waste on, from, or under the property which may have occurred prior to Grantor taking title to the property.

The acquisition price of the property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste which requires mitigation under Federal or State law, the State may elect to recover its clean-up costs from those who caused or contributed to the contamination.

22. Grantors shall provide all necessary documentation regarding the ability of the Partnership to convey title to the property, including, but not limited to, a copy of the Partnership document(s), in order to close escrow.
23. Upon execution of this contract, State's obligation under parcel 49841, (EA 12995), shall be deemed completed and relieve the State of all obligations on that account.



24. This agreement shall be binding upon and inure to the benefit of the heirs, devisees, executors, administrators, legal representatives, successors and assigns of the Parties.
25. This transaction will be handled through an internal escrow by the State of California, Department of Transportation, District 4 Office, Post Office Box 23440, Oakland, CA 94623-0440

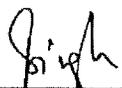
In Witness Whereof, the Parties have executed this agreement the day and year first above written.



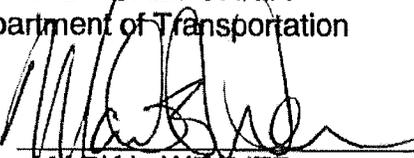
STELLA CORDA  
General Partner, Lester and Stella Corda Limited Family Partnership

RECOMMENDED FOR APPROVAL:

By   
JOHN CUNLIFFE  
Associate R/W Agent  
Acquisition Services

By   
JASPREET SINGH  
District Branch Chief  
R/W Acquisition Services

STATE OF CALIFORNIA  
Department of Transportation

By   
MARK L. WEAVER  
Deputy District Director  
Right of Way and Land Surveys

No Obligation Other Than Those Set Forth Herein Will Be Recognized

10

## MEMORANDUM

To: Board of Directors

August 14, 2015

From: Chris DeGabriele, General Manager 

Subj: Review Regulation 4 – Multiple Service and Multi-Family Metering

t:\gm\2015 misc\multifamily dwelling units memo.docx

**RECOMMENDED ACTION:** Approve Minor Technical Correction to Regulation 4

**FINANCIAL IMPACT:** None

Over the past several months, some Novato water customers have inquired about NMWD's policy regarding master-metering for apartment complexes (such as Millworks) as opposed to individual meters for each apartment unit and questioned the equity of that practice when compared to the cost for metering single-family homes and/or single-family homes with accessory dwelling units. They are also concerned that master-metered complexes reduce individual accountability thereby leading to water waste.

POLICY

Regulation 4 (Attachment 1) is NMWD's policy on the topic and provides that a single service connection shall serve no more than one separate dwelling unit or one separate commercial, agricultural or industrial enterprise except as otherwise expressly authorized by the Regulation. The Regulation provides that NMWD shall conclusively determine whether a single service connection (master-meter) may be used to serve multiple dwelling units or buildings if substantial mechanical problems or extraordinary expense would result from individual metering. Those multiple dwelling units or buildings include:

- A duplex, triplex or apartment building in undivided ownership;
- A commercial or industrial building in undivided ownership;
- A building or group of buildings owned or exclusively occupied by a public entity or entities;
- A condominium project served under contract between the District and a responsible homeowners association and;
- Two separate dwelling units on a parcel in undivided ownership (intended to address a single-family dwelling unit with an accessory dwelling unit).

It's noted that Regulation 4, Section b.(5) references incorrect provisions and needs minor clean-up revisions (shown in strikeout/underline format on Attachment 1).

## CONNECTION FEES

NMWD District Regulation 1 (excerpt included as Attachment 2) identifies the Facilities Reserve Charge (FRC or connection fee) for “equivalent single-family dwelling units” in Novato and West Marin, based on the quantity of water that will be used on the average day of the maximum month (ADPM). Essentially one FRC pays for the additional water system capacity (source of supply, treatment, pumping, storage and pipelines, including recycled water and Sonoma County Water Agency facilities) necessary to serve one new typical equivalent single-family dwelling unit (EDU). The FRC effective on December 3, 2013 for a typical Novato single-family residence (or EDU) is \$28,600. For other uses the FRC varies proportionately from that amount (i.e., the ADPM water use for townhome/condominium, mobile home, apartment, or second (accessory) dwelling unit divided by the ADPM water use for an EDU).

The chart on Attachment 3, compares unit water use over the past five years for a typical Novato single-family home, apartment, and a Millworks apartment and shows that typical Novato apartments use approximately 48% of typical single-family residential homes and Millworks apartments use approximately 49% of Novato apartments, reflecting the water conservation features required to be installed in the Millworks development. Apartments at Warner Creek, while not shown on the chart, use slightly less than Millworks apartments.

Connection fees for Millworks (the Whole Foods Market and Residential Mixed Use Project) when approved in 2008 totaled \$727,000. The water service agreement for that project was approved before a significant increase in FRCs was adopted by the NMWD Board. The FRC increase was phased in over a two year period in 2009 and 2010. Were that project to be authorized now, FRCs would total \$2.36M and FRCs for the 124 apartment units alone would equal \$1.4M. Comparatively, in 2011, the Warner Creek Senior Apartments Project paid \$770,540 in connection fees, \$683,200 in FRCs alone for 61 apartments there.

Recall that the Board received a request from the City of Novato in August 2013 to reduce the Accessory Dwelling Unit FRC from \$11,200 then in effect. After much discussion the NMWD Board, in November 2013, authorized reducing the connection fee for Accessory Dwelling Units in Novato to \$10,000 as now reflected in Regulation 1. All of that information related to the Accessory Dwelling Unit FRC charge is included as Attachment 4, including the Auditor-Controller’s review of the Accessory Dwelling Unit FRC charge. That analysis showed that the incremental water demand of single family homes with an accessory dwelling unit equates to 39% of the average single family home water demand, which is the same ratio as the accessory unit FRC bears to the typical single-family home FRC ( $\$11,200/\$28,600 = 39\%$ ).

## METERING

NMWD's staff queried other similar local water departments/agencies to determine their practice or standard in metering apartment buildings and found that the Town of Windsor, City of Santa Rosa and Marin Municipal do not require individual meters for each apartment unit. The cities of Petaluma and Rohnert Park have recently enacted provisions which require individual metering or sub-metering of apartment complexes.

NMWD does have experience metering one large apartment complex in Novato. The Marion Park Apartment Complex constructed circa 1984 includes 168 apartment units each with an individual 5/8" meter. Individual meters were installed as the project developer originally contemplated converting the apartments to condominiums. Additionally, that complex includes twelve 1" meters with a double check valve for fire services, three 1" meters for laundry facilities, one 1" meter with a double check valve for the clubhouse and pool, and one 2" meter with a double check valve for irrigation service on the property. Each of those individual meters were installed with a polybutylene service line on a 4" steel manifold connected to an 8" main pipeline which encircles the property. On investigation NMWD staff has determined that all but 11 of those 185 services have been replaced at least once due to premature service line failure. Even though the apartments are individually metered, at the property owner's request, billing for water use is consolidated and mailed to the property manager and not to individual residents.

For comparison Millworks apartments are served by two 2" meters with backflow devices, two 1 1/2" meters and backflow devices for irrigation, one 2" meter for Whole Foods Market and one 6" fire service. Warner Creek apartments are served by one 1 1/2" meter with back flow device, one 1" meter with backflow device for irrigation and one 6" fire service.

## WATER CONSERVATION

The NMWD *WaterLine* newsletter outlining water supply conditions and water conservation requirements/programs is delivered only to billed customers and not residents of apartment buildings. NMWD staff has made outreach to property managers for several apartment buildings in Novato to determine whether they are informing tenants of current water conservation requirements. Staff learned that the three apartment complexes surveyed did issue letters to their tenants explaining the water conservation provisions and in some cases even a survey to enable the tenant to identify means of improving their water use efficiency. The three complexes queried were: Marion Park, Millworks and Warner Creek apartments. The State Water Resources Control Board target for water use reduction is intended to be met through a reduction in outdoor irrigation and on a community wide basis.

## CONCLUSION

NMWD staff has evaluated of the EDU factor and is recommending revision to Regulation 1 to lower the quantity. Additionally staff is working on the 2015 Urban Water Management Plan which will forecast water demand and water conservation projections to year 2040 based on available land use planning forecasts. Once that data is compiled by all Water Contractors, SCWA will update their Capital Improvement Project plan and Long Range Financial Plan. When available (expected late 2015), NMWD staff can then review the FRC calculations included in Regulation 1.

In summary, NMWD's practice of metering multi-family units pursuant to Regulation 4 is effective. Connection fees are charged proportionately to multi-family projects based on the water system capacity used. Individually metering apartments will increase maintenance and replacement costs to the District; and only minor changes to Regulation 4 are recommended to clarify the references in regards to metering requirements for accessory dwelling units.

### **RECOMMENDATION:**

The Board approve the minor technical corrections to Regulation 4 and adopt Resolution 15-XX entitled: "Amending Regulation 4 – Multiple Service and Multi-Family Metering."

RESOLUTION 15-XX

RESOLUTION OF THE BOARD OF DIRECTORS OF  
NORTH MARIN WATER DISTRICT  
AMENDING REGULATION 4 – MULTIPLE SERVICE AND MULTI-FAMILY METERING

---

BE IT RESOLVED by the Board of Directors of NORTH MARIN WATER DISTRICT that Regulation 4 of the North Marin Water District is amended as follows:

b. Multiple Service

Unless requested by the Applicant to separately meter each dwelling unit or other point of use, if separate service connections present substantial mechanical problems or extraordinary expense as conclusively determined by the District, service through a single connection may be allowed to any of the following:

- (1) a duplex, triplex, or apartment building in undivided ownership;
- (2) a commercial or industrial building in undivided ownership;
- (3) a building or group of buildings owned or exclusively occupied by a public entity or entities;
- (4) a condominium project served under a contract between the District and a responsible owners' association;
- (5) Two separate dwelling units on a parcel in undivided ownership (see Regulation 54 e. and Regulation 1 c.).

\* \* \* \* \*

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 18<sup>th</sup> day of August, 2015, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

---

Katie Young, District Secretary  
North Marin Water District

(SEAL)

**DRAFT**  
**NORTH MARIN WATER DISTRICT**  
**REGULATION 4**  
**MULTIPLE SERVICE**

a. General

Except as otherwise expressly authorized by this regulation, a single service connection shall serve no more than one separate dwelling unit (including townhouse and condominium units) or one separate commercial, agricultural or industrial enterprise.

b. Multiple Service

Unless requested by the Applicant to separately meter each dwelling unit or other point of use, if separate service connections present substantial mechanical problems or extraordinary expense as conclusively determined by the District, service through a single connection may be allowed to any of the following:

- (1) a duplex, triplex, or apartment building in undivided ownership;
- (2) a commercial or industrial building in undivided ownership;
- (3) a building or group of buildings owned or exclusively occupied by a public entity or entities;
- (4) a condominium project served under a contract between the District and a responsible owners' association;
- (5) Two separate dwelling units on a parcel in undivided ownership (see Regulation 54 fe. and Regulation 1 dc.).

c. Subdivision of Ownership

If the ownership of a structure receiving service through a single service connection pursuant to subsection b.(1) of this regulation is subdivided, service will be continued without requiring new service connections and payment therefor, provided service is furnished under a contract between the District and a responsible owners' association.

d. Charges for Multiple Service

The District will not render separate statements to each dwelling unit or enterprise served by a single meter. The party in whose name the service is registered will be responsible for all charges for all services through the meter.

e. Connections Prior to April 7, 1962

The preceding subsections of this regulation shall not apply to dwellings which have been continuously served through a single service connection installed prior to April 7, 1962. The minimum and quantity rates for each dwelling unit so served shall be computed as though each unit were served with a meter of the size installed on the single service connection as though the quantity delivered to each unit were the quantity of the water measured by the installed meter divided by the number of dwelling units connected thereto.

**NORTH MARIN WATER DISTRICT**  
**REGULATION 1**  
**NEW SERVICE CONNECTIONS**

a. Application for Service and Processing

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

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

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

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

b. Conditions Precedent to Service

Water service will be provided subject to:

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

c. Initial Charges for Service

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

The Facilities Reserve Charge shall depend on the type of use as shown herein. The charge shall be based on the District's estimate of the quantity of water that will be used on the average day of the maximum month expressed in "equivalent single family dwelling units" of 636 gallons each for Novato and 295 gallons each for West Marin. The District shall determine Facilities Reserve Charges for those consumers served prior to May 1, 1973 by its estimate of gallons per day of water use on the average day of the maximum month divided by 636 for Novato, or 295 for West Marin, over the first ten years of service or less as applicable. If at any time a consumer's use exceeds the estimate used in fixing the charge the District may require the consumer to pay an additional Facilities Reserve Charge at the rate then in effect for each equivalent single family d.u. of such excess.

(1) Novato Service Area

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

Effective  
12/03/13  
Facilities  
Reserve  
Charge

Single family detached residences and duplexes (each d.u).....	\$28,600
Townhouses and condominiums (3 units or more) (each d.u).....	17,200
Mobile home (each d.u.) .....	10,000
Apartment houses - 5 units or more, (each d.u.) .....	11,200
Second (accessory) d.u. on a parcel in undivided ownership.....	10,000
d.u. with kitchen or kitchenette whose occupants receive regular meals from central kitchen/dining facility on site .....	7,600
d.u. without kitchen facilities and landscape.....	6,100
Non-residential uses and master metered residential uses with a history of water consumption: the District shall determine equivalent single family d.u.'s by its estimate of gallons per day of potential water use on the average day of the maximum month divided by 636 (each equivalent single family d.u.) .....	28,600

Also see Regulation 29.

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

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

Effective

12/03/13

Facilities  
Reserve  
Charge

Single family detached residences and duplexes (each d.u.).....	\$22,800
Townhouses and condominiums (3 units or more) (each d.u.).....	13,700
Mobile home (each d.u.).....	8,000
Apartment houses - 5 units or more, (each d.u.).....	8,900
Second (accessory) d.u. on a parcel in undivided ownership.....	8,000
d.u. with kitchen or kitchenette whose occupants receive regular meals from central kitchen/dining facility on site .....	6,100
d.u. without kitchen facilities and landscape .....	4,900
Non-residential uses and master metered residential uses with a history of water consumption: the District shall determine equivalent single family d.u.'s by its estimate of gallons per day of potential water use on the average day of the maximum month divided by 295 (each equivalent single family d.u.).....	22,800

Also see Regulation 29.

(3) Charge for Annexation - All Service Areas

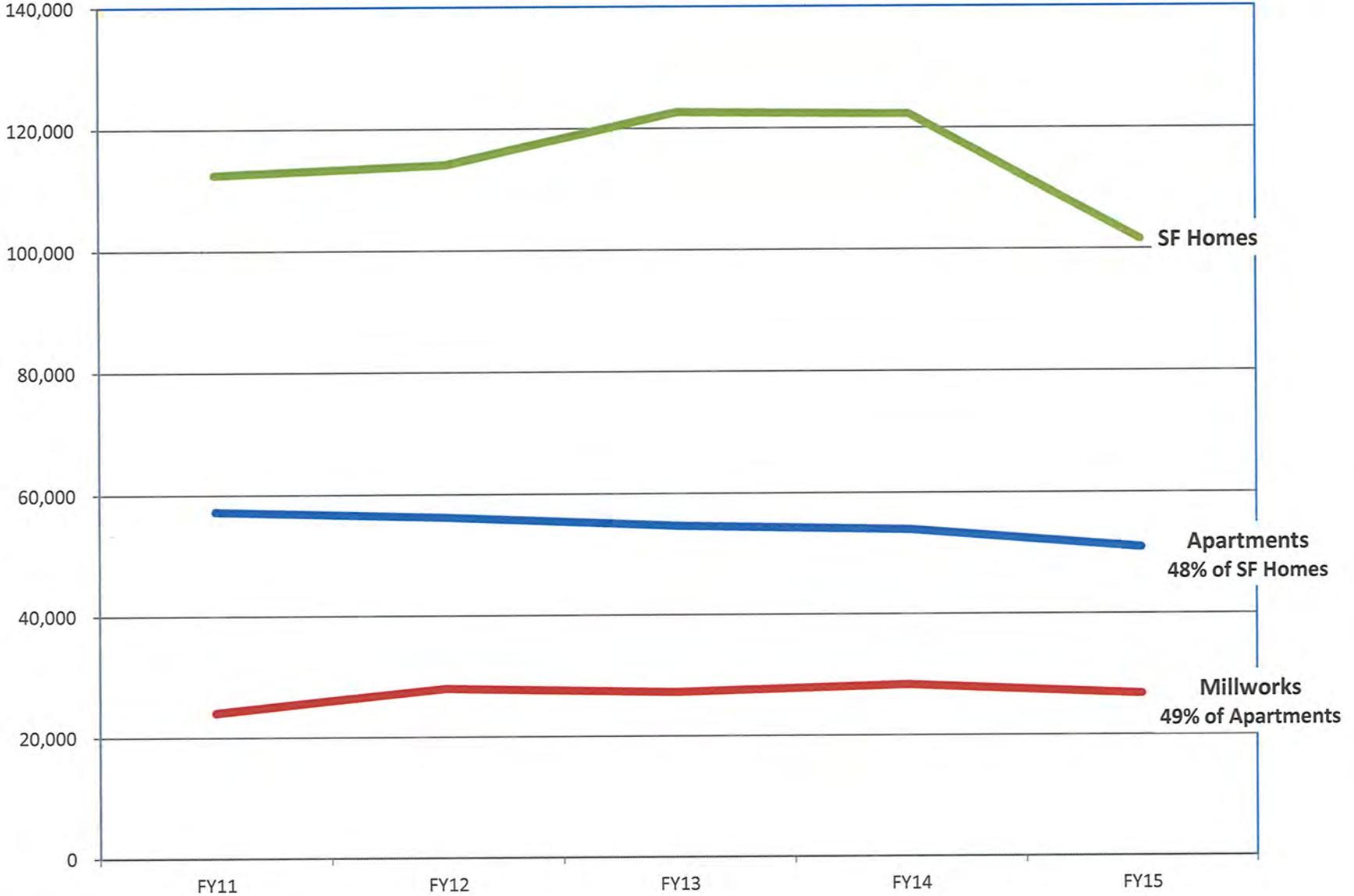
In addition to the other charges specified, no property shall be annexed to an improvement district unless an annexation fee is paid. The annexation fee shall be equal to the total revenue from tax on land (not improvements) that the District would have received had the property to be annexed been within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

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

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

### Single-Family Residential, Apartment and Millworks Dwelling Unit Water Use Average Annual Gallons per Unit

Annual Gallons  
/Dwelling Unit



MEMORANDUM

To: Board of Directors November 27, 2013  
From: Chris DeGabriele, General Manager *CD*  
Subject: Consider Reduction in Facilities Reserve Charge (FRC) for New Accessory Dwelling Units  
t:\gm\bod misc 2013\adu memo 112713.doc

**Recommended Action:** Board Approve Revision to Regulation 1, Reducing FRC for Accessory Dwelling Units and Authorize the Board President to Sign a Letter to the City Acknowledging the FRC Reduction

**Financial Impact:** None at this time

Attachment 1 is a letter from Novato's Mayor requesting NMWD consider reduction in fees for new accessory dwelling units (ADU's). The letter states: "...one area of community consensus is to encourage the construction of new accessory dwelling units over the construction of new apartment or condominium complexes." This letter request was discussed at the October 1, 2013 meeting (minutes included as Attachment 2).

The Board had a discussion on auxiliary dwelling unit connection fees at the July 16, 2013 meeting. The memorandum and attached information (including minutes) from that meeting are included for your reference (Attachment 3). The July memo did not recommend any change in the FRC, though it did indicate that there are likely so few new ADU's that reducing the FRC to the amount equivalent for a mobile home will not have a significant financial impact on the District. Note that the current ADU FRC is \$11,200, the same as that charged for Apartments, and 40% of the amount charged for Single Family Detached dwelling units (SFD). Mobile Homes have a lower FRC of \$10,000 (35% of the SFD FRC).

Director Rodoni informed the Board that he attended a meeting with Novato Mayor Pat Eklund and Novato Sanitary District Board members Bill Long and Mike DiGiorgio to discuss affordable housing in Novato and to consider the City's request to reduce fees for accessory dwelling units. Director Rodoni stated that he recommended the City look into deed restricting the ADU's for affordable housing, limit ADUs to one per parcel and consider an amnesty program. He informed the Board that it was a good meeting and that the Board should consider the mayor's request to reduce FRC's.

A draft revision to Regulation 1 is included (Attachment 4), which reduces the FRC for Novato ADU's to \$10,000 and in West Marin to \$8,000. A draft letter to the City of Novato is

enclosed (Attachment 5) acknowledging the proposed action and recommending the City deed restrict properties with second units so that they remain affordable (and not converted to commercial purposes such as a bed and breakfast), limit second units to one per parcel, and establish an amnesty program.

**RECOMMENDATION**

1. Board adopt the revised Regulation 1 reducing Facilities Reserve Charges for Accessory Dwelling Units in Novato to \$10,000 and in West Marin to \$8,000.
2. Board authorize the President to sign a letter to the City of Novato recommending the City deed restrict ADU's so that they remain affordable, limit ADU's to one per parcel and establish an amnesty program for existing ADU's not now permitted.



THE CITY OF  
NOVATO  
CALIFORNIA

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Novato, CA 94945-3232  
415/899-8900  
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[www.novato.org](http://www.novato.org)

Mayor  
Pat Eklund  
Mayor Pro Tem  
Eric Lucan  
Councilmembers  
Denise Athas  
Madeline Kellner  
Jeanne MacLeamy

City Manager  
Michael S. Frank

August 29, 2013

Rick Fraités, President  
North Marin Water District Board of Directors  
P.O. Box 146  
Novato, CA 94948-0146

**Re: Request to Consider Reduction in Fees for New Accessory Dwelling Units**

Dear President Fraités and Directors:

The City Council will soon be considering adoption of our new Housing Element which has been the result of almost three years of discussions with our community members. While many issues related to the provision of new affordable housing units have been controversial, one area of community consensus is to encourage the construction of new accessory dwelling units over the construction of new apartment or condominium complexes. Accessory dwelling units are perceived as having reduced community impacts due to their small size and distributed nature. In addition, the need to address our community's aging population in extended family settings is a community interest.

Accessory dwelling units are limited in size by the Novato Zoning Code to a maximum of 750 square feet, although parcels exceeding 10,000 square feet in size may propose a unit up to 1,000 square feet in size based on a sliding scale. Staff has surveyed owners of accessory dwelling units in Novato and has determined that two-thirds of such units are rented at rates affordable to very-low income households and one-third to low-income households.

Despite the public interest in encouraging the creation of new accessory dwelling units, we find few property owners interested in pursuing the remodeling or new construction associated with establishing a new unit. In discussions with potential applicants we find that the cost of permits is a major disincentive. Average city and special district fees for creation of a new 750 square foot accessory unit is approximately \$46,000. The Water District connection fee for any size accessory unit is \$11,200.

RECEIVED  
SEP 13 2013  
North Marin Water District

The City's Draft Housing Element includes a program which encourages fee reductions for accessory dwelling units. The City is responding by reducing our planning application and development impact fee by 50 percent, reducing these fees from \$15,629 to \$7,814. We understand that the District Board has had an initial discussion regarding a potential fee reduction. We encourage the Board to pursue this issue further in order to assist in promoting this citywide policy objective.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Pat Eklund". The signature is written in a cursive, flowing style with a large initial "P" and "E".

Pat Eklund  
Mayor

**INFORMATION ITEMS**

**CITY OF NOVATO REQUEST TO CONSIDER REDUCTION IN FEES FOR NEW ACCESSORY DWELLING UNITS**

Mr. DeGabriele informed the Board that he received a letter from the Novato Mayor requesting the District to consider a reduction in fees for new accessory dwelling units. He reminded the Board that there was a discussion in July with City of Novato's Community Development Director, Bob Brown, urging the Board to take action on this issue. Mr. DeGabriele stated that the Novato's Mayor has requested the District consider the reduction to encourage construction of new second units in Novato. He informed the Board that currently the connection fee is set equivalent to an apartment for an accessory dwelling unit and suggested reducing the fee to that equivalent to a mobile home. Mr. DeGabriele asked for suggestions and comments from the Board.

President Fraites asked what the motivation behind this request is. Mr. DeGabriele stated that the City would like to promote accessory dwelling unit development as a means of addressing affordable housing needs.

Director Schoonover stated he was curious about the consensus of the Novato community. Mr. DeGabriele stated that the letter is from Mayor Eklund and there has been a lot of debate in public meetings about affordable housing and which likely included a suggestion to reduce the development fees.

Director Schoonover asked if the reduction would be enough and Mr. DeGabriele responded that he would hope it would be a step in the right direction and that it was indicated that the Mayor planned outreach to President Fraites. He stated that one option could be to wait until the City reaches out again.

Director Petterle stated that he would be okay with dropping the fee to that equivalent to a mobile home but no more than that.

Director Rodoni suggested putting a time limit on the fee reduction and including a deed restriction, insuring the property would remain a long term rental and not be converted to a commercial operation such as a Bed and Breakfast. Director Petterle agreed with Director Rodoni and the deed restriction along with affordable rates. Mr. DeGabriele stated in his prior discussions with Bob Brown, the City did not intend to include deed restrictions on accessory dwelling units.

Mr. DeGabriele thanked the Board for their input and stated that he will wait to hear from the City again.

MEMORANDUM

To: Board of Directors  
From: Chris DeGabriele, General Manager   
Subject: Auxiliary Dwelling Unit Connection Fees  
t:\gm\bod misc 2013\auxiliary dwelling unit conn fee.doc

July 12, 2013

**RECOMMENDED ACTION:** Maintain Auxiliary Dwelling Unit Connection Fees at their Current Level

**FINANCIAL IMPACT:** None at this time

Background

On October 31, 2012, Bob Brown, the City of Novato Director for Community Development, met with me to request North Marin Water District reduce fees for auxiliary dwelling units (ADU or second units) to incentivize their development. Mr. Brown provided a table of typical fees for second dwelling units in Novato and a table with comparison of fees for second dwelling units by local utility public agencies (Attachment 1). Mr. Brown advised that California allows second units to be considered affordable housing if demonstrated by survey that the rental amount charged meets affordable housing requirements. Mr. Brown also informed me that the City of Novato would not deed restrict the rental amount charge, but would consider changing the zoning regulation to limit the size of second units. In Novato, the minimum second unit dwelling size is 150 gross square feet and the maximum 750 gross square feet depending on lot size up to 10,000 square feet. In reviewing the comparison of fees, I informed Mr. Brown that the \$5,000 he references for NMWD new meter installation is physical construction and should not be included in the fee comparison and that this cost may be avoided provided the Fire Department approves both that the single family residence and a second unit can be served by common meter and no fire sprinklers are required.

Analysis

I requested the Auditor-Controller, David Bentley to review the basis for the District's ADU connection fee. That analysis, Attachment 2, confirms that the NMWD fee charged is reasonable and appropriate and is consistent with the methodology to calculate other dwelling unit fees, which are based on water use in proportion to a single family residential unit. In Novato a single family residential dwelling unit pays a total initial charge of \$32,640 which includes a facilities reserve charge (FRC) of \$28,600, reimbursement fund charge of \$420, meter charge of \$120 and service line of \$3,500. In Novato, we have 13,425 single family homes, 197 of them are single family dwelling with an ADU served by one meter. Another eight have separately metered ADU's. Single family homes in Novato typically use 114,141 gallons

per year; and those with a second unit, use an additional 44,842 gallons. The second units metered separately, use 51,612 gallons per year. Initial charges for second units in Novato total \$11,200 (FRC only) when served by a common meter, and \$15,240 when served by a separate meter. The additional charges are for reimbursement fund (\$420), meter (\$120), and service line (\$3,500).

I further requested the Auditor-Controller to review the FRC for mobile homes currently set at \$10,000/dwelling unit and less than the FRC for an ADU. He concluded that the mobile home FRC charge is appropriate, but indicated that there are likely so few new ADU's that will come forward that the \$1,200 difference in FRC between mobile homes and ADU's will not have significant financial impact on NMWD.

I investigated Mr. Brown's comparison data for Marin Municipal Water District (MMWD) and found that MMWD has a Board policy which is very complex and addresses second units by both size and whether they are attached or detached. MMWD connection fees vary for second units less than 400 square feet at \$2,346 up to \$7,036 for a second unit over 750 square feet. It's also noted that water use is calculated variably among the different sized second units and whether they are attached or detached. By comparison, the MMWD single family residential connection fee varies from \$11,728 to \$14,367 in the Marinwood area all based on projected annual demand. The connection fee per acre foot of demand is \$29,320 (one acre foot equals 325,850 gallons). The MMWD charge for a new service line and meter totals \$4,420 as compared to North Marin's \$3,620. MMWD's Board policy enables connection fees to be reduced by 50% should the second unit be deed restricted as low income for ten years. When comparing the cost of water service to the end user, assuming a 750 square foot detached second unit, a North Marin customer would pay \$388 and a MMWD customer would be \$387<sup>1</sup>.

I also looked at other agency charges for second units which are highly variable. In the City of Petaluma, no connection fees are charged for second units less than 640 square feet, just a \$150 meter charge. For units greater than 640 sq ft, the residence is considered a single family dwelling unit. In Santa Rosa, detached second units are charged a connection fee of \$2,582 and at Valley of the Moon Water District second units are charged a capacity charge of \$7,547 and a meter and service line charge of \$3,932.

In conclusion, it is my opinion that the North Marin fee is appropriate and consistent with the methodology used to calculate other dwelling unit fees (based on a proportionate ratio of water use compared to single family residential units). Other agency fees for second units are highly variable and much discounted. The MMWD fee structure is far too complex. The

difference in fees calculated for second units at MMWD is based on their connection fee for single family residential units which is much less than North Marin's.

**RECOMMENDATION:**

I don't recommend any change in the District's connection fee or initial charges at this time.

---

<sup>1</sup> NMWD: 51,612gal @ \$4.03/1,000 + \$30.00 bimonthly service charge x 6 = \$388  
MMWD: 51,612gal @ \$5.00/1,000 + \$21.53 bimonthly service charge x 6 = \$387

## Accessory Dwelling Units

### Zoning Standards

Number Allowed: Only one accessory dwelling unit per single-family lot.

Maximum Size: 750 square feet maximum plus, on lots over 10,000 square feet, 50 square feet of additional floor area may be allowed for each 2,000 square feet of lot size over 10,000 square feet up to a maximum of 1,000 square feet of floor area.

Occupancy: The owner of a parcel proposed for accessory dwelling use shall occupy as a principal residence either the primary dwelling or the accessory dwelling.

Sale Prohibited: An accessory dwelling unit shall not be sold independently of the primary dwelling on the parcel.

Deed Restriction: A deed restriction, approved by the city attorney, shall be recorded with the county recorder's office, which shall include the pertinent restrictions and limitations of an accessory dwelling unit identified in this section. Said deed restriction shall run with the land, and shall be binding upon any future owners, heirs, or assigns. A copy of the recorded deed restriction shall be filed with the Department stating that:

1. The accessory dwelling unit shall not be sold separately from the primary dwelling unit;
2. The accessory dwelling unit is restricted to the maximum size allowed per the development standards in Section 19.34.030
3. The accessory dwelling unit shall be considered legal only so long as either the primary residence, or the accessory dwelling unit, is occupied by the owner of record of the property;
4. The restrictions shall be binding upon any successor in ownership of the property and lack of compliance with any provisions of Section 19.34.030, may result in legal action against the property owner, including revocation of any right to maintain an accessory dwelling unit on the property.

### Projected Number of Accessory Dwelling Unit Approvals

There have been 9 accessory dwelling units approved by the City between 2007 and 2012 (about 0.75 per year). Of these approvals, only 6 have actually secured building permits (0.5 per year).

Our draft Housing Element projects the addition of 13 accessory dwelling units between 2014 and 2022 (about 1.6 per year).

### Average Size of Accessory Dwelling Units Approved

The average size of accessory dwelling units approved from 2000 to 2012 is 765 square feet. Ninety percent (90%) of the approved units were one bedroom, one bath dwellings. About two-thirds of the approved units were detached from the main dwelling.

### Fees for Accessory Dwelling Units\*

<i>Current Fees</i>		<i>Proposed Fees</i>
<b>Planning Permit Fees</b>	\$1,494	\$747
<b>Building Permit Fees</b>	\$2,163	same
<b>Development Impact Fees</b>		
City:		
Rec/Cultural Facilities	\$ 6,293	
Civic Facilities	1,128	
General Government Systems	489	
Open Space	1,361	
Drainage	773	
Streets & Intersections	3,873	
Transit Facilities	134	
Corporation Yard	84	
<b>TOTAL</b>	<b>\$14,135</b>	<b>\$7,067</b>
<b>Novato Fire Protection District</b>	\$729	
<b>Novato School District Developer Impact Fee</b>	Units less than 500 sf: \$0 Units 500+ sf: \$1,975	
<b>Sewer Service/Connection</b>	\$8,990	
<b>Water Connection/Meter</b>	\$17,200	
<b>TOTAL</b>	<b>\$44,294</b>	

\*Assumes a 750 sf detached second dwelling unit

**COMPARISON OF FEES FOR SECOND DWELLING UNITS: UTILITIES**

Water Service	<i>North Marin Water District</i>	<i>Marin Municipal Water District</i>
Connection fee:	\$11,200	<u>Attached unit:</u> Less than 750sf: \$2,341 750-1,000 sf: \$2,341-\$7,022 <u>Detached unit:</u> Less than 400sf: \$2,341 401-750 sf: \$2,341-\$5,267 751-1,000 sf: \$5,267-\$7,022
New meter installation:	\$5,000 (req'd if fire sprinklers req'd*)	<u>Attached unit:</u> not required <u>Detached unit or if fire sprinklers req'd*:</u> \$4,350-\$4,420

\* Novato Fire District is agreeable to requiring fire sprinklers only for units  $\geq$  600 square feet.

MEMORANDUM

To: Chris DeGabriele, General Manager  
From: David L. Bentley, Auditor-Controller  
Subj: Auxiliary Dwelling Unit Connection Fee  
t:\aclword\frcladu fee.docx

June 14, 2013

You asked me to review the basis for the District's Facilities Reserve Charge (connection fee) for an auxiliary, or second, dwelling unit (ADU). Regulation 1 establishes the ADU FRC at \$11,200, equivalent to 39% of the \$28,600 FRC for a Novato detached single-family home.

The basis for the FRC is water demand. The billing records show that the District has 197 active single-family homes with an ADU served by a single meter, and 8 separately metered ADUs. A query of last fiscal year's (FY12) water use for single-family homes, single-family homes with an ADU served by a single meter, and separately metered ADUs, reveals the following:

FY12 Water Use

	Single-Family Home	Single-Family w/ADU	Separately Metered ADU
Mean Gallons	114,141	158,982	51,612
Count	13,425	197	8

The incremental water demand from the single-family home with an ADU over the single-family home was 44,842 gallons (158,982-114,141). This is 13% less than the 51,612 gallons observed on separately metered ADUs, however, the small number of separately metered ADUs makes that data less representative. The incremental water demand of single-family homes with an ADU (44,842 gallons) equates to 39% of the average single-family home demand, which is the same ratio as the ADU connection fee bears to the single-family home connection fee. The water demand of the separately metered ADUs equates to 45% of the average single-family home demand.

My conclusion is that the ADU connection fee charge, set at 39% of the single-family home fee, is reasonable and appropriate.

Director Rodoni asked if the actual errors in the water supply write up include in the County's plan were corrected. Mr. DeGabriele stated that updated information has been provided to the County on two occasions and that he believes they are now corrected.

Director Rodoni asked if the 50ft wetland buffer would help the District. Mr. DeGabriele said it would help.

On motion of Director Baker, seconded by Director Petterle and unanimously carried, the Board authorized staff to send a letter of support to the County of Marin on the Local Coastal Program Amendment, including a request for flexibility in establishing a wetland buffer.

### **INFORMATION ITEMS**

#### **BOARD REVIEW OF DISTRICT POLICIES #13 – BOARD OF DIRECTORS COMPENSTATION AND PROCEDURES**

Mr. DeGabriele stated that at the June 25th meeting, the Board reviewed District policy #13 – Board of Directors Compensation and Procedure. He stated that the Board of Directors requested additional information surveyed from other public agencies in the Bay Area regarding director compensation. Mr. DeGabriele advised the Board once they are in agreement regarding an increase in compensation for attendance at meetings staff will propose a further revision to the policy and recommend a public hearing to consider an ordinance enacting a revised policy.

Director Petterle suggested that a time be set to revisit this policy. Director Baker stated that he would like to think about the changes. Mr. DeGabriele suggested that the Board revisit this topic at the next Board of Directors workshop likely in January 2014.

#### **AUXILIARY DWELLING UNIT CONNECTION FEES**

Mr. DeGabriele stated that in October 2012, Bob Brown, City of Novato Director for Community Development, requested the District to reduce fees for auxiliary dwelling units to incentivize their development. He informed the Board that he asked David Bentley to review the basis for the Districts auxiliary dwelling unit connection fee. He noted that the analysis shows that the fee charge is reasonable and consistent with other dwelling units based on the water used in a typical single family dwelling unit. Mr. DeGabriele stated that in Novato, the District has 13,425 single family dwelling units, 197 of them are single family dwelling with an auxiliary dwelling unit. He noted that a single family home in Novato typically uses 114,141 gallons per year and those with a second unit, use an additional 44,842 gallons. He stated that the second units metered separately, use 51,612 gallons per year. Mr. DeGabriele reminded the Board that currently the District charges \$11,200 as a facility reserve charge for second units and \$15,240 when served by a separate meter. Mr. DeGabriele concluded that after reviewing the analysis, he feels it is reasonable.

Bob Brown from the City of Novato and two members of the public, Laura Levine and Marc Laberdet urged the Board to reduce the FRC charge. Mr. Brown provided the Board with a table of typical fees for second dwelling units in Novato and a table with comparison of fees for second dwelling units charged by Marin Municipal Water District. Mr. Brown informed the Board that California allows second units to be considered affordable housing if demonstrated by survey that the rental amount charged meets affordable housing requirements.

Director Petterle stated that he supports affordable housing but is conflicted on reducing the District fees because the money to construct facilities to serve new development has to come from somewhere. Director Rodoni suggested looking at data in the future to determine if the District is charging a fair rate and to get more current information of actual water use. Director Schoonover agreed with Director Rodoni and stated that the District needs to be careful because the subject is so complex. Director Baker stated that providing second units will be helpful for low income housing but the District would need to learn more about them before changing the connection fees.

#### **LEVERONI CREEK BANK MONITORING REPORT**

Drew McIntyre provided the Board with an overview of the Leveroni Creek Bank repair project. He stated that the Board was apprised of the project close out at the March 19<sup>th</sup> meeting. He informed the Board that per permit conditions, San Francisco Bay Regional Water Quality Control Board and California Department of Fish and Wildlife require post construction annual monitoring reports for first, 3<sup>rd</sup> and 5<sup>th</sup> years. He stated that the first of the monitoring reports was submitted to the Regional Water Control Board on June 27, 2013 and it was concluded in the report that all elements of the stream bank repair and habitat improvement project are functioning and that the planted vegetation will continue to mature and provide additional bank stability and riparian habitat. Mr. McIntyre informed the Board that the next report is due at the end of December 2013.

#### **RESIDENTIAL CONSUMPTION & TIER-RATE STATUS REPORT**

David Bentley provided the Board with an update on the residential consumption and tier rate status. He stated that for the typical single family residential customer, consumption is 107,600 gallons, up 500 gallons from a year ago. He stated that the Conservation Incentive Rate (CIR) has been effective in reducing consumption by 70% in that tier since implementation. Mr. Bentley advised the Board that since implementation of the Conservation Incentive Tier Rate (CITR) demand has fallen 24% in that tier making both the CIR and CITR effective tools in reducing water demand among high-use residential customers. Mr. Bentley advised the Board that the analysis shows that currently 75% of customers never cross the tier rate threshold whereas, prior to enactment of the tier rates, 63% of those customers were below the tier rate threshold.

DRAFT  
NORTH MARIN WATER DISTRICT  
REGULATION 1  
NEW SERVICE CONNECTIONS

a. Application for Service and Processing

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

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

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

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

b. Conditions Precedent to Service

Water service will be provided subject to:

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

c. Initial Charges for Service

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

incurred by the District.

The Facilities Reserve Charge shall depend on the type of use as shown herein. The charge shall be based on the District's estimate of the quantity of water that will be used on the average day of the maximum month expressed in "equivalent single family dwelling units" of 636 gallons each for Novato and 295 gallons each for West Marin. The District shall determine Facilities Reserve Charges for those consumers served prior to May 1, 1973 by its estimate of gallons per day of water use on the average day of the maximum month divided by 636 for Novato, or 295 for West Marin, over the first ten years of service or less as applicable. If at any time a consumer's use exceeds the estimate used in fixing the charge the District may require the consumer to pay an additional Facilities Reserve Charge at the rate then in effect for each equivalent single family d.u. of such excess.

(1) Novato Service Area

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

	Effective 1/1/09 Facilities Reserve Charge	Effective 1/1/10 Facilities Reserve Charge
Single family detached residences and duplexes (each d.u.).....	\$18,600	\$28,600
Townhouses and condominiums (3 units or more) (each d.u.).....	11,250	17,200
Mobile home (each d.u.) .....	6,800	10,000
Apartment houses - 5 units or more, (each d.u.) .....	7,150	11,200
Second (accessory) d.u. on a parcel in undivided ownership .....	7,150	<del>11,200</del> 10,000
d.u. with kitchen or kitchenette whose occupants receive regular meals from central kitchen/dining facility on site.....	4,850	7,600
d.u. without kitchen facilities and landscape.....	3,900	6,100
Non-residential uses and master metered residential uses with a history of water consumption: the District shall determine equivalent single family d.u.'s by its estimate of gallons per day of potential water use on the average day of the maximum month divided by 636 (each equivalent single family d.u.) .....	18,600	28,600

Also see Regulation 29.

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

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

	Effective 8/1/09	Effective 8/1/10
Single family detached residences and duplexes (each d.u).....	\$16,150	\$22,800
Townhouses and condominiums (3 units or more) (each d.u).....	9,700	13,700
Mobile home (each d.u.) .....	5,650	8,000
Apartment houses - 5 units or more, (each d.u.) .....	6,300	8,900
Second (accessory) d.u. on a parcel in undivided ownership.....	6,300	<del>8,900</del> 8,000
d.u. with kitchen or kitchenette whose occupants receive regular meals from central kitchen/dining facility on site .....	4,300	6,100
d.u. without kitchen facilities and landscape.....	3,450	4,900
Non-residential uses and master metered residential uses with a history of water consumption: the District shall determine equivalent single family d.u.'s by its estimate of gallons per day of potential water use on the average day of the maximum month divided by 295 (each equivalent single family d.u.) .....	16,150	22,800

Also see Regulation 29.

(3) Charge for Annexation - All Service Areas

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

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

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

deposit will be refunded to the applicant.

(5) Initial charges for Affordable Housing

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

d. (This section left intentionally blank)

e. Location of Service Connection

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

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

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

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

- (ii) Sprinkler head spacing that is not greater than 50% of the diameter of the precipitation pattern thrown by the sprinkler head (i.e., head-to-head spacing) at the minimum delivery pressure available at the site based on field measurements or pressure data supplied by the District. This 50% diameter spacing requirement can be varied provided the requirements of Section 1(f)(2)(c)(ix) are met.
  - (iii) Sizing and layout of pipe laterals and selection and grouping of sprinkler heads and nozzles in a manner which assures that the pressure requirement of each sprinkler head is achieved.

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

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

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

g. Land Use Approval Established

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

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

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

h. Wastewater Disposal Established

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

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

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

j. Landscape Plans

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

DRAFT

December 4, 2013

Pat Eklund, Mayor  
City of Novato  
7922 Machin Ave.  
Novato, CA 94945

Re: Request to Consider Reduction in Fees for New Accessory Dwelling Units

Dear Mayor Eklund and City Council:

At the request of the City of Novato, the North Marin Water District has approved a revision to District Regulation 1 – New Service Connections, which reduces the facilities reserve charge (connection fee) for accessory dwelling units (ADU) in Novato from \$11,200 to \$10,000 per ADU. Please note that this facilities reserve charge is now 35% of the amount charged for a single family dwelling unit in Novato, and is a substantial reduction in cost, yet is appropriate for the water service rendered to ADU's.

The NMWD Board of Directors strongly recommends that the City of Novato place deed restrictions on properties with an ADU so that they remain affordable and are not converted to commercial purposes, such as a bed and breakfast or some other enterprise. Further, we suggest that the City of Novato limit ADU's to one per parcel and urge the City to enact an amnesty program so that existing ADU's, which are not now permitted, may become permitted under the new lower fee structure enacted with this revision to District Regulation 1.

We trust that this change in the NMWD Regulations will be welcomed by the City of Novato and we look forward to a continued cooperative working relationship.

Sincerely,

Dennis Rodoni  
President

CD/kly

t:\gm\bod misc 2013\auxiliary dwelling unit letter.doc

11

## MEMORANDUM

To: Board of Directors  
 From: David L. Bentley, Auditor-Controller  
 Subj: Revise Equivalent Dwelling Unit Factor Used in Regulation 1  
U:\actword\lrbod revision of adpm factor.docx

August 14, 2015

**RECOMMENDED ACTION: Approve**

**FINANCIAL IMPACT: Revised EDU Parameter Would Result in an FRC Increase for New Large Non-Residential Development**  
**Novato Water: Up to 27%**  
**West Marin Water: Up to 9%**

Residential demand accounts for 80% of all potable water served by the District area. The chief hydraulic parameter defining the capacity of the District's major facilities and distribution pipelines is the average day demand during the peak month - generally July. The connection fee analysis therefore utilizes single-family residential demand as the basic building block, and average-day of the peak-month demand as the key hydraulic parameter for determining fees, as it defines an equivalent single-family dwelling unit, or EDU, which is the basis for calculating the connection fee for commercial and other non-residential development.

Today, using a more detailed analysis via database query tools that were not readily available to staff in 1992 when the Novato parameter was last revised, we can calculate median single-family residential demand for each year. Previously average demand was used in the calculation because median demand was challenging to determine. Staff recommends that median single-family residential demand be used henceforth. The average is significantly higher than the median because the average includes homes that consume a multiple of the typical single-family home water use<sup>1</sup>. The connection fee for new development is more appropriately based on the consumption of a "typical" single-family home, which is the median demand home.

**Novato**

The existing EDU parameter, effective May 1, 1992, is 636 gallons per day<sup>2</sup>. Attachment A shows average-day peak-month demand in Novato in each of the past 10 fiscal years (FY06 -

<sup>1</sup> 5% of Novato single-family homes have an average-day peak-month demand exceeding 2X the median.

<sup>2</sup> The existing parameter of 636 gpd is based on a 1992 analysis of the water use of single-family detached homes for the 7-year period from 1980 through 1986, when average annual use was 188 Ccf (141,628 gallons), multiplied by a peaking factor of 1.65 (peak-month over average-month) to obtain 636 gpd (188 x 748 / 365 x 1.65). Using this same methodology today, the average use over the past 7 fiscal years (FY09-FY15) is 157 Ccf (117,436 gallons) and the peaking factor is 1.55, which yields average-day peak-month demand of 499 gpd (157 x 748 / 365 x 1.55).

FY15), for both the average (mean) and the median residential customer<sup>3</sup>. Note that both curves drop rather precipitously over the period, as water use declines. The 10-year average of the means is 593 gpd. The 10-year average of the medians is 496 gpd, which rounds to 500 gpd.

### **West Marin**

The existing West Marin Water EDU parameter, effective July 1, 1997, is 295 gallons per day. Attachment B shows average-day peak-month demand in West Marin in each of the past 10 fiscal years (FY06 - FY15), for both the mean and the median residential customer. Again, both curves show a significant decrease in water use over the period. The 10-year average of the means is 382 gpd. The 10-year average of the medians is 270 gpd.

### **Recommendation:**

1. Define the average-day peak-month EDU parameter as the average of the typical (median) single-family detached home residential demand over the past 10-years, rounded to the nearest 10 gpd.
2. Revise Regulation 1 to reduce the EDU parameter for Novato Water from 636 to 500 gpd, and reduce the EDU parameter for West Marin Water from 295 to 270 gpd, effective for all new applications for service received after August 18, 2015, and adopt Resolution 15-XX (Attachment C) amending Regulation 1 – New Service Connections.

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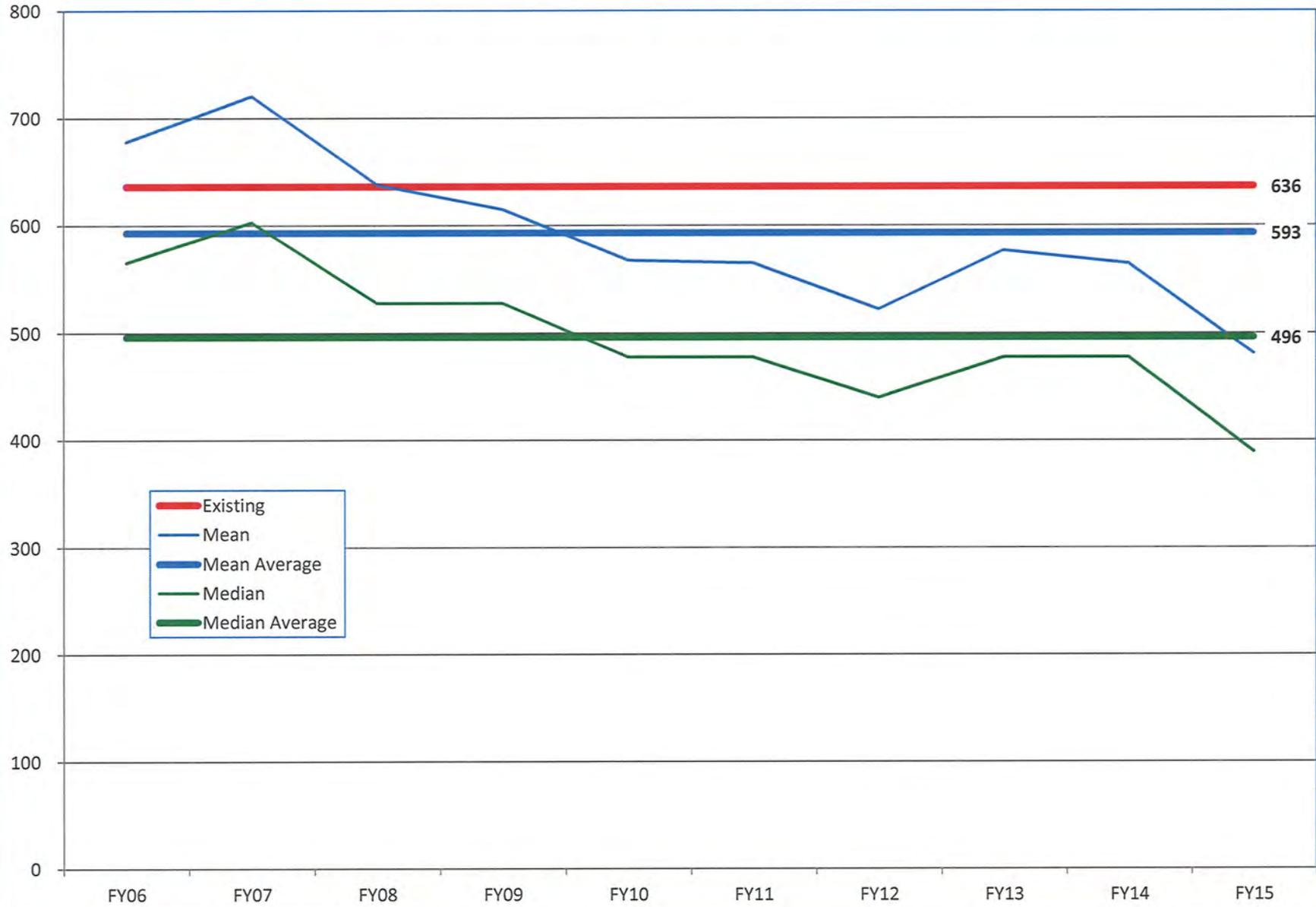
<sup>3</sup> Staff considered eliminating the 3 drought-years (FY09, FY14 and FY15) from the 10 years used in the calculation consistent with the 2015 Urban Water Management Plan calculations, but found that the difference was less than 3%, and therefore not worth the additional complication in the calculation going forward.

7/22/15

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### Novato Average-Day Peak-Month Single-Family Residential Water Demand 10-Year History

GPD



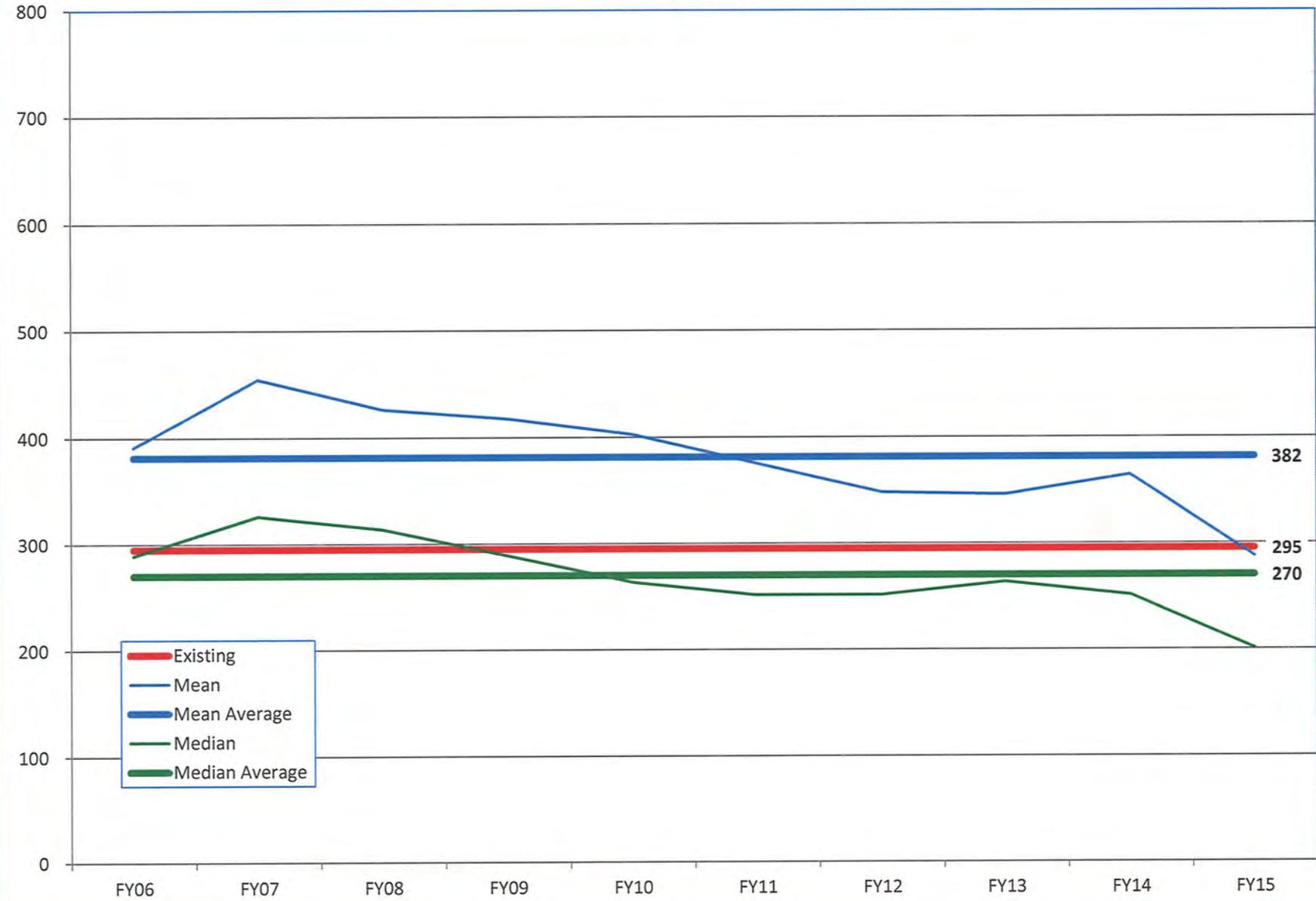
Attachment A

7/29/15

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### West Marin Average-Day Peak-Month Single-Family Residential Water Demand 10-Year History

GPD



Attachment B

**RESOLUTION 15-XX**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
NORTH MARIN WATER DISTRICT  
AMENDING REGULATION 1 – NEW SERVICE CONNECTIONS**

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BE IT RESOLVED by the Board of Directors of North Marin Water District that Regulation 1 – New Service Connections is adopted as amended on Attachment 1:

\* \* \* \* \*

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 18<sup>th</sup> day of August, 2015, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

---

Katie Young, Secretary  
North Marin Water District

(SEAL)

**NORTH MARIN WATER DISTRICT  
REGULATION 1  
NEW SERVICE CONNECTIONS**

a. Application for Service and Processing

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

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

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

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

b. Conditions Precedent to Service

Water service will be provided subject to:

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

c. Initial Charges for Service

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

The Facilities Reserve Charge shall depend on the type of use as shown herein. The charge shall be based on the District's estimate of the quantity of water that will be used on the average day of the maximum month expressed in "equivalent single family dwelling units" of 636-500 gallons each for Novato and 295-270 gallons each for West Marin. The District shall determine Facilities Reserve Charges for those consumers served prior to May 1, 1973 by its estimate of gallons per day of water use on the average day of the maximum month divided by 636-500 for Novato, or 295-270 for West Marin, over the first ten years of service or less as applicable. If at any time a consumer's use exceeds the estimate used in fixing the charge the District may require the consumer to pay an additional Facilities Reserve Charge at the rate then in effect for each equivalent single family d.u. of such excess.

(1) Novato Service Area

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

Effective  
12/03/13  
Facilities  
Reserve  
Charge

Single family detached residences and duplexes (each d.u.).....	\$28,600
Townhouses and condominiums (3 units or more) (each d.u.).....	17,200
Mobile home (each d.u.) .....	10,000
Apartment houses - 5 units or more, (each d.u.) .....	11,200
Second (accessory) d.u. on a parcel in undivided ownership.....	10,000
d.u. with kitchen or kitchenette whose occupants receive regular meals from central kitchen/dining facility on site.....	7,600
d.u. without kitchen facilities and landscape.....	6,100
Non-residential uses and master metered residential uses with a history of water consumption: the District shall determine equivalent single family d.u.'s by its estimate of gallons per day of potential water use on the average day of the maximum month divided by <u>636-500</u> (each equivalent single family d.u.).....	28,600

Also see Regulation 29.

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

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

Effective  
12/03/13

Facilities  
Reserve  
Charge

Single family detached residences and duplexes (each d.u.).....	\$22,800
Townhouses and condominiums (3 units or more) (each d.u.).....	13,700
Mobile home (each d.u.).....	8,000
Apartment houses - 5 units or more, (each d.u.).....	8,900
Second (accessory) d.u. on a parcel in undivided ownership.....	8,000
d.u. with kitchen or kitchenette whose occupants receive regular meals from central kitchen/dining facility on site .....	6,100
d.u. without kitchen facilities and landscape.....	4,900
Non-residential uses and master metered residential uses with a history of water consumption: the District shall determine equivalent single family d.u.'s by its estimate of gallons per day of potential water use on the average day of the maximum month divided by <del>295</del> <u>270</u> (each equivalent single family d.u.) .....	22,800

Also see Regulation 29.

(3) Charge for Annexation - All Service Areas

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

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

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

(5) Initial charges for Affordable Housing

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

d. (This section left intentionally blank)

e. Location of Service Connection

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

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

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

- (1) The public park is owned by a public agency and is open and accessible to the public for active recreational uses. For the purposes of this regulation landscaped areas along roadways and surrounding public buildings and landscaped areas in privately owned recreational areas or in areas where use is limited to a select group, such as a homeowners association are not public parks. Golf courses, whether privately or publicly owned or any other enterprise which charges a use fee, are not public parks.
- (2) The public agency owning the park enters into a service agreement with the District providing:
  - (a) Water shall be used only during such off-peak hours as shall be therein specified by the District with the exception that water can be used during peak periods for special limited and unusual circumstances such as system testing, germination of newly seeded turf, major turf renovation projects, irrigation following fertilization or herbicide applications, irrigation required prior to aeration and minor hand irrigation required for plant establishment, and
  - (b) Water use shall be discontinued or reduced as directed by the District at any time it determines that a threatened water shortage exists and so notifies the consumer.
  - (c) Water applied to turf areas shall be applied through a well-designed irrigation system that contains the following features as demonstrated by design drawings and specifications:
    - (i) Use of sprinkler heads, sprinkler head components and/or control schedules which achieve precipitation rates which match the water absorption capacity of the sod/soil column.
    - (ii) Sprinkler head spacing that is not greater than 50% of the diameter of the precipitation pattern thrown by the sprinkler head (i.e., head-to-head

spacing) at the minimum delivery pressure available at the site based on field measurements or pressure data supplied by the District. This 50% diameter spacing requirement can be varied provided the requirements of Section 1(f)(2)(c)(ix) are met.

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

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

g. Land Use Approval Established

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

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

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

h. Wastewater Disposal Established

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

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

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

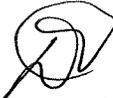
j. Landscape Plans

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

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## MEMORANDUM

To: Board of Directors August 14, 2015

From: Drew McIntyre, Chief Engineer 

Subject: Consent for Annexation to North Marin Water District Service Territory  
 APN: 100-152-27 succeeded by merging 100-152-08 & 19) – 35 Ocean View Avenue,  
 Dillon Beach  
 R:\Folders by Job Not\2700 jobs\2788\Pack Annex Memo Final\_Aug 2015.doc

**RECOMMENDED ACTION:** The Board declare its consent with the service territory annexation

**FINANCIAL IMPACT:** None - Developer Funded

Mary and Chris Pack, owners of the above parcel, are requesting sewer service and inclusion of the existing 960 sq. ft. two-story residence fronting Ocean View Ave and 702 sq. ft. garage (with a bathroom) fronting Park Ave to North Marin Water District territorial boundaries. The owner is undertaking a remodel of the residence including the possible addition of approximately 300 sq. ft. of living space. The 0.08 acre parcel (APN: 100-152-27) was formed by merging two adjacent parcels 100-152-08 fronting Ocean View Ave (Lot 8) and 100-152-19 fronting Park Ave (Lot 33) in 1999 (see Attachment 1). Marin LAFCo is the lead agency for the territorial boundary annexation and the District must declare its consent for the boundary change. Once approved by LAFCo, staff will process an Oceana Marin (OM-3) Improvement District Annexation request for Board Approval.

The above parcel can be served by the existing gravity sewer main on Ocean View Avenue and parcel 100-152-27 was identified as one of the six remaining parcels that can be considered for annexation (see Attachment 2). This parcel has also been identified in the Long-Range Master Plan for Oceana Marin Wastewater System as part of future connections. The owner desires to have the flexibility to include sewer service for any future second unit constructed above the existing garage fronting Park Ave. However, staff will recommend adding language to the sewer service agreement (which is similar to the adjacent parcel that fronts Park Ave, APN 100-152-28) stating "*The Applicant acknowledges and agrees that no new dwelling units on the parcel will be provided sewerage service by the District.*"

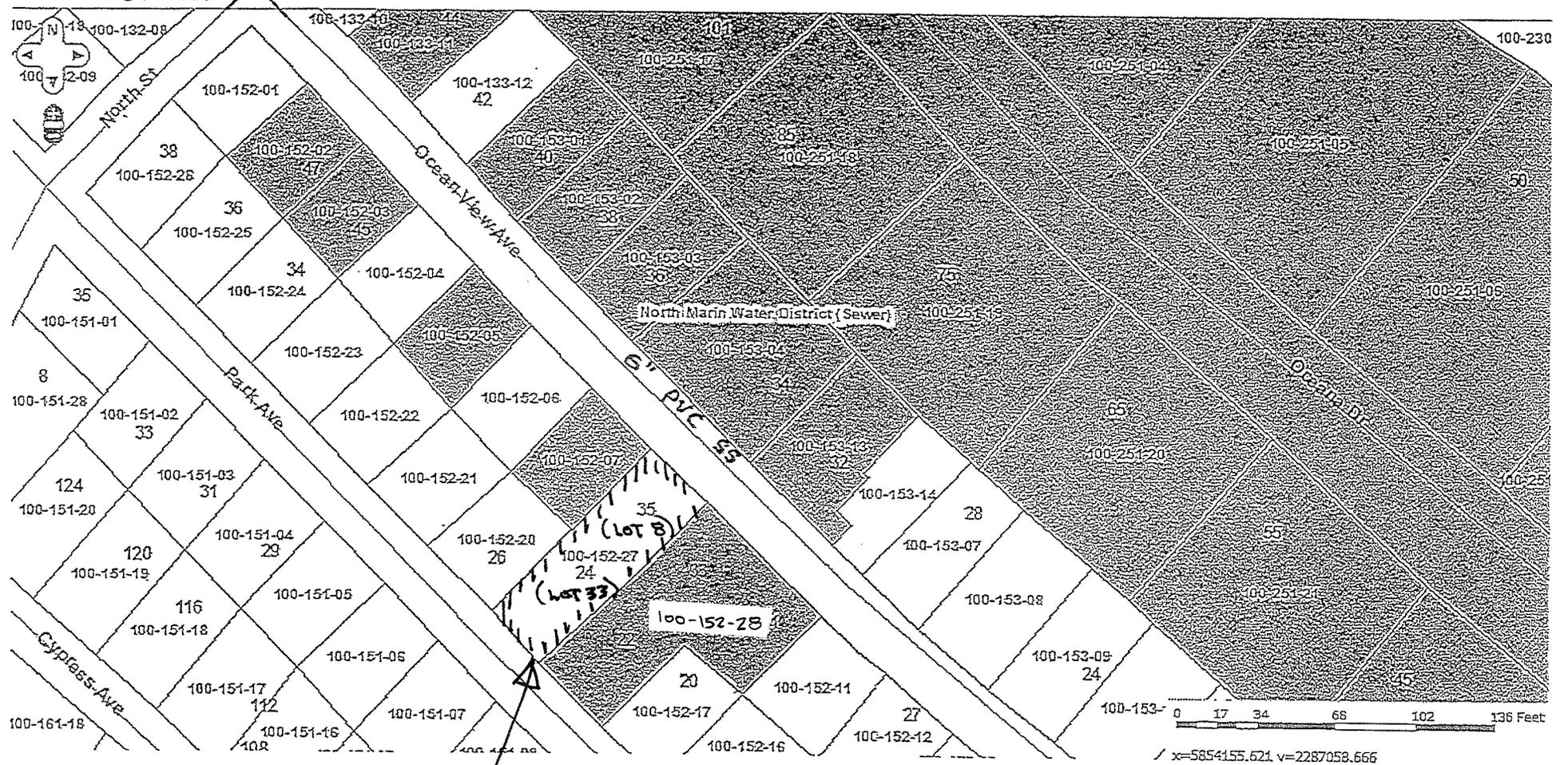
If the District annexes this property and connects to the Ocean View Avenue sewer, the sewage will have to be pumped from the property into the sewer via a privately owned sewer lift station similar to all sewer connections on the South side of Ocean View Avenue.

**RECOMMENDATION:**

That the Board declare its consent with the requested annexation and service to the subject

parcel subject to LAFCo approval of the territorial boundary annexation and pursuant to District regulations including payment of all charges for annexation and service.

Pump Station - 2" PVC FORCE MAIN



PROPOSED ANNEXATION



**NORTH MARIN  
WATER DISTRICT**

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

**PHONE**  
415.897.4133

**FAX**  
415.892.8043

**EMAIL**  
info@nmwd.com

**WEB**  
www.nmwd.com

July 17, 2013

Mr. Brian Crawford, Director  
Marin County Community Development Department  
3501 Civic Center Drive, Room 308  
San Rafael, CA 94903

Re: Sewer Service to Individual Properties in Old Dillon Beach Village

Dear Mr. Crawford:

As a result of recent interest from Old Dillon Beach property owners, the North Marin Water District Board of Directors has requested this update of the September 20, 1995 letter to the County of Marin regarding sewer service to individual properties in Old Dillon Beach Village.

North Marin Water District (NMWD) provides sewer service to properties in the Oceana Marin development adjacent to Old Dillon Beach in West Marin County. The NMWD Board has generally denied all requests for sewer service to lots outside the existing NMWD Oceana Marin Sewer Improvement District boundaries including those in Old Dillon Beach since the cost of providing public sewer service for the Old Dillon Beach community on a piece-meal basis is very expensive and will result in an unreliable, expensive and difficult to operate mixture of private and public sewer facilities. Thus, to make efficient use of staff time, both at NMWD and the County, and to provide improved customer service to property owners in the community, NMWD is hereby identifying those lots in Old Dillon Beach which have an existing NMWD gravity sewer pipeline fronting the property and which may be considered for annexation by the NMWD Board of Directors in the future in accordance with NMWD regulations.

As shown on Attachment 1, there is an existing NMWD gravity sewer main in Ocean View Avenue south of North Street. This existing NMWD gravity sewer main was constructed in 1990 and eleven properties fronting this sewer have previously been annexed into the NMWD Oceana Marin Sewer Improvement District and are eligible to receive sewer service from NMWD using this public sewer. There are six existing additional properties which front this gravity sewer main in Oceana View Avenue (also shown on Attachment 1). These additional properties are not now within the NMWD

Mr. Brian Crawford  
Marin County Community Development  
July 17, 2013  
Page 2

Oceana Marin Sewer Improvement District but no additional NMWD sewage collection facility need be constructed to service same and they may be considered for annexation by the NMWD Board of Directors in the future. (Property owners whose parcels would require private pump systems to discharge into this existing gravity sewer main must comply with NMWD regulations for said systems). The Assessor Parcel Numbers of these six existing additional properties are as follows:

- 100-133-10
- 100-133-12
- 100-152-01
- 100-152-04
- 100-152-06
- 100-152-27

Other existing lots in Old Dillon Beach, including those on Park Avenue with existing dwellings, and which potentially could be combined with an Ocean View Avenue lot noted above, will not be considered for annexation and sewer service by the NMWD Board of Directors.

Sincerely,



Chris DeGabriele  
General Manager

Enclosure

CC:

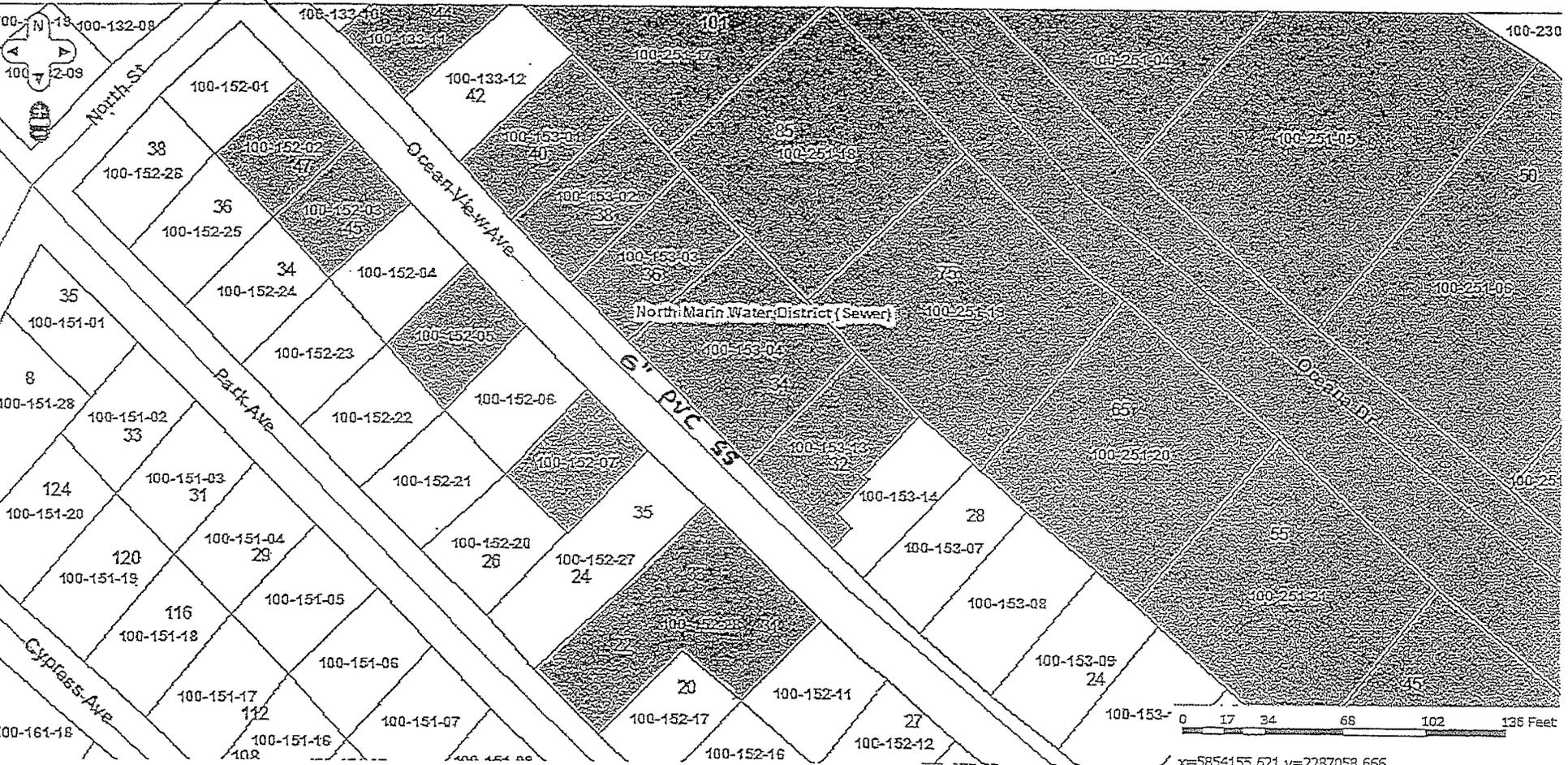
Peter Banning  
Marin County LAFCO  
555 Northgate Drive, Suite 230  
San Rafael, CA 94903

Steve Kinsey  
Supervisor, County of Marin  
3501 Civic Center Drive, Room 329  
San Rafael, CA 94903

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Pump Station

2" PVC FORCE MAIN



13

## MEMORANDUM

To: Board of Directors  
From: David L. Bentley, Auditor-Controller  
Subj: Water Damage Claim Settlement – 329 Grandview  
t:\adword\insurance\16\329 grandview claim settlement memo.docx

August 14, 2015

**RECOMMENDED ACTION: Approve Settlement****FINANCIAL IMPACT: Approximately \$25,000 Expense**

As the General Manager reported verbally at the Board's July 21 meeting, on the evening of July 3 a polybutylene service line at 329 Grandview (Black Point) ruptured and an estimated 18,000 gallons of water drained downhill across the customer's hillside property, eroding a significant amount of soil beneath a pillar-supported driveway. The water also ran through the customer's basement, buckling the laminate flooring.

Staff contacted DB Claims, the District's Risk Manager, and put them in contact with Miller Pacific Engineering in Novato, who was tasked with assessing the integrity of the driveway foundation and managing the repair and cleanup of the property. With the aid of a camera mounted on a soil probe, Miller Pacific discovered several voids beneath the surface of the ground below the driveway, but concluded that the driveway foundation was sound and would support vehicles. The voids will be filled with grout and Miller Pacific will provide a letter to the customer attesting to the integrity of the driveway foundation. Miller Pacific recommended RWR Construction of San Rafael to perform the restoration and cleanup work of the customer's property on a time and materials basis, estimated at \$15,425. That work was scheduled to be completed on August 7.

The customer will pay RWR directly, and the District will reimburse him. Staff would like to facilitate quick payment to the customer, and is therefore requesting Board authorization to settle now, rather than wait until the September 1 Board meeting. DB Claims estimates the value of the basement flooring and ancillary damages at \$3,000. Staff estimates DB Claims time at \$1,500, and Miller Pacific has estimated their time at \$3,500, bringing the total claim cost to an estimated \$23,425. The General Manager recommends a contingency be added bringing the total authority to \$25,000.

**Recommendation:**

Authorize the Auditor-Controller to settle the claim with the customer at 329 Grandview and pay DB Claims and Miller Pacific for their services, with a total estimate of \$25,000.



200 Gary Place  
San Rafael, CA 94901

General Engineering Contractor

7/28/15

To: Mr. Mark Robertson  
**Revised Estimate for Miscellaneous Work at:**  
**329 Grandview Avenue, Novato**  
*THE ROBERTSON RESIDENCE*

What We Based Your Bid On

Walkthrough Instructions Provided by: Scott Stevens of Miller Pacific Engineering on 7/24/15 to Tony Camacho of RWR Construction Inc.

What the Bid is For

Grout Injection, Excavation, Grading, Drainage and Miscellaneous Work

What We Included

Mobilization: (1) only, to jobsite.

Supervision: of RWR workforce.

Miscellaneous Work:

1. Protect water valve box and inset grout tubes under concrete landing for injection at upper landing. MPac to monitor injection and provide guidance.
2. Insert grout tubes under other concrete landings as instructed by MPac.
3. Provide grading and re-compact with air powered puffer as needed.
4. Excavate accumulated soils next to lower wooden deck and remove from site.
5. Install coconut fiber blanket over graded area under carport.
6. Excavate approx. by 1ft. deep at cantilever framing between concrete walkway and CMU wall.
7. Install/repair waterproofing and drainage membranes and re-attach to wall with termination bar.
8. Locate existing flex outlet line and flush out clean.
9. Install a new 12" square plastic DI and connect to outlet line.
10. Backfill area with class 2 permeable drainage rock.
11. Fill small visible cracks at existing concrete walkway.
12. Utilize air puffer to re-compact native soil around "U" shaped wooden wall structure.
13. Clean excess soil and sweep wooden deck, concrete walkway and rear patio.
14. Remove debris from site.

Clean-up: Remove RWR construction debris from site.

Demobilization: (1) only, from jobsite.

**Estimated Time and Material Cost: \$15,425.58**



1.800.374.5502 • 415.457.5658 • FAX 415.457.1932

Lic No. AB527433 [www.rwr-inc.com](http://www.rwr-inc.com)





200 Gary Place  
San Rafael, CA 94901

General Engineering Contractor

**Alternate #1 – Walkway removal and replacement**

**Description:**

- Demolish and re-install approx. 120 sq. ft. x 4” thick concrete walkway.

**Price: \$3,859.00**

**Alternate #2 – Railroad tie & related dirt removal**

**Description:**

- Remove rail-road timber lagging from under carport and dispose of.
- Remove excess soil located behind railroad ties from site.

**Price: \$947.00**

**What’s Not Included**

Plans: Provided by the project engineers/architects/designers.

Cost of: permits, bonds, testing and inspections.

Framing or Rot Wood Replacement

Utilities: We haven’t included any work on utilities, including buried pipes.

Excavation of hazardous materials, underground tanks, or materials unacceptable at dumps

Site winterization

Architectural concrete: or special concrete finish product: (e.g. sealers, etching, etc.).

**What You Also Need to Know**

**Estimated Cost:** We have provided an estimate of what we think it will cost to do the miscellaneous work listed. The final cost could be more or less depending site conditions.

**Work Sequence:** New drainage system under cantilever framing area will be operational prior to cleaning/power washing of sidewalk or wooden deck.

**Insurance:** We have a \$2 million Aggregate General Liability Policy with Subsidence Coverage, full Workers’ Compensation on all our workers and a \$1 million Combined Single Limit Commercial Auto Insurance Policy.

**Additional insured:** We can name your Company as an additional insured on our GL policy with:

Ongoing Operations Endorsement CG2033 04/13.

Completed Operations Endorsement CG2037 07/04.

This estimate is valid for 30 days

*This Bid has been respectfully submitted by,*

***Tony Camacho***

*Would you like to schedule your job or do  
you have a question?*

*Give me a call!*



1.800.374.5592 • 415.457.5658 • FAX 415.457.1932

Lic No. AB527433 [www.rwr-inc.com](http://www.rwr-inc.com)



**14**

## MEMORANDUM

To: Board of Directors August 14 2015  
From: Drew McIntyre, Chief Engineer   
Subject: AEEP Reaches A-D / MSN B3 Project: Approve Construction Contingency Ceiling Increase

R:\Folders by Job No\7000 jobs\7118\B3 - Construction 7118.03\Board Memos\7118.03 AEEP B3 Ghilotti Const Contingency Increase 8-14-15.docx

**RECOMMENDED ACTION:** Approve an increase in the construction contingency from 10% to 15% for Ghilotti Construction Company's contract

**FINANCIAL IMPACT:** Increase contingency from \$1,230,000 to \$1,845,000 (15%)  
(Approximately 80% funded by Caltrans)

### Background

At the February 18, 2014 meeting the Board approved award of a contract to Ghilotti Construction Company for \$12,275,517 for construction of the AEEP Reaches A-D / MSN B3 project. At the time of Board approval a construction contingency of \$615,000 (5% of total contract value) was also authorized. At the November 18, 2014 meeting the Board approved an increase in the construction contingency cost ceiling to \$1,230,000 (10% of the total contract value). Through the end of July 2015, approved changed orders total \$950,000 (8% of the total contract value). The District's Construction Manager, Vali Cooper & Associates, expects that additional change orders will exceed the 10% authorization limit within the next couple of months and recommends increasing the construction contingency ceiling limit to \$1,850,000 (see letter in Attachment 1). The bulk of these new anticipated change orders are associated with work that will be funded primarily by Caltrans. These change orders are primarily due to increased costs associated with delayed construction work on other related projects such as utility relocations and the Caltrans MSN B3 curve correction project. Substantial completion of the contract work is expected by mid-October of this year.

### Project Costs Update

The updated project cost estimate (all reaches) for NMWD responsible expenses remains unchanged since last presented to the Board at approximately \$7.5 million (see Attachment 2). Total NMWD project costs are still estimated to be less than what was originally brought to the Board in January 2011 (approximately \$8.3 million). Since Caltrans will be paying the majority of the increased change order costs, NMWD out of pocket expenses are still expected at or below the \$7.5 million.

### RECOMMENDATION

Board approve a construction contingency cost ceiling increase from \$1,230,000 to \$1,845,000 (15%).



VALI COOPER & ASSOCIATES, INC.  
CONSTRUCTION & PROGRAM MANAGEMENT

NMWD - AEEP Reaches A-D / MSN B3

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August 11, 2015

Drew McIntyre  
North Marin Water District  
999 Rush Creek Place  
Novato, CA 94945

**Subject:** AEEP Change Order Contingency

Dear Drew,

This letter is to advise you that an increase in the change order contingency for the Aqueduct Energy Efficiency Project will be necessary to complete the project. The current contingency that has been authorized by the Board is \$1,230,000.00, about 10% of the base contract value. It is recommended that additional funding be requested in the amount of \$615,000. This would increase the authorized contingency to \$1,845,000.00.

Through the end of June, change orders totaling \$950,091.30 had been fully executed. In addition to the executed change orders, Ghilotti Construction Company has submitted requests for an additional compensation for a number of issues with a total value of \$770,675.00. Many of the requests are currently being reviewed and that number represents a maximum exposure. Nearly \$400,000 of this total is in two change orders, one for the slope reconstruction of the slope north of Skinner Drive in the amount of \$162,243.31 and the other the reconstruction of the roadside ditch north of Tunzi Road (Yee driveway) with a value of \$225,250.70.

Based on the information that we currently have on the value of the executed and pending change orders, it is recommend that an increase in the contingency amount of \$615,000 be requested (5% of the base contract value). If approved, this would increase the contingency to approximately 15% of the base contract value and would fund the change orders and issues that are currently known as well as provide a small cushion for any unknown issues that would require the processing of a change order through the completion of the project.

If you would like additional information or have any questions on the information provided above, please contact me at any time.

Sincerely,

Ken Sinclair

Vali Cooper & Associates  
Resident Engineer  
925 260 2943

cc:

**NORTH MARIN WATER DISTRICT  
WATER SYSTEM CAPITAL IMPROVEMENT PROJECTS  
PROJECT SUMMARY  
(as of June 30, 2015)**

COMPLETED BY: Drew McIntyre      UPDATED BY: Drew McIntyre  
 DATE: 1/13/2011      DATE: 8/12/2015  
 SERVICE AREA:     **NOVATO**       **WEST MARIN**       **OCEANA MARIN**

**Job No.** 1.7118.XX    **Title:** Aqueduct Energy Efficiency Project  
 Facility No. \_\_\_\_\_    Facility Type (Pipelines, Pump Stations, etc.): Treatment Plant

**Description:**  
 Upsize from 30" to 42" approximately 20,400 feet of NMWD's aqueduct that is being relocated as part of CalTrans Marin Sonoma Narrows (MSN) B1 and B3 projects. In addition, construct approx. 2,500 feet of parallel 36" pipe for the gap closure between B1 and B3 and also extend a new 42" pipe approximately 2,500 feet from the south end of Kastania Rd to the Kastania PS (along the east side of Hwy).

**Project Justification:**  
 The MSN project will require relocation of approx. 80% of NMWD's aqueduct from Kastania PS to Redwood Landfill Overpass. The incremental cost to increase this segment of the pipeline is only about 12% of the total project cost. Furthermore, removing Kastania PS from service will save \$25M to \$38 M over the life of the project (100 to 150 years). Of that savings, NMWD would save \$3.7M to \$5.6M over the life of the project.

	Baseline Cost Estimate	Initial (1/11)	Update (2/14)	Update (6/15)	Expended to Date	Baseline Schedule	Start	Finish (Est.)	Finish (Actual)
1	Project Development (thru FY10)	\$12,000	\$12,000	\$12,000	\$12,000	Project Dev.	Sep-09	Jun-10	Jun-10
2	Design (1)	\$270,000	\$524,000	\$524,000	\$506,000	Design	Jan-11	Aug-11	Feb-15
3	EIR Phase (2)	\$335,200	\$335,200	\$335,200	\$335,200	Permitting	Sep-09	Jul-11	Jul-11
4	Geotechnical(3)	\$30,000	\$30,000	\$30,000	\$30,000	Const. Rch E	Mar-13	Mar-14	Mar-14
5	Const. Reach E&B Betterment (4)	\$3,042,950	\$1,887,071	\$1,304,749	\$1,104,586	Const. Rch A-D	Mar-14	Aug -15	
6	Const. for Reach A, C&D (5)	\$2,825,000	\$3,134,250	\$3,645,018	\$2,879,564	Project Closeout	Aug -15	Oct -15	
7	Reach B Encroachment (6)	\$780,000	\$366,900	\$406,224	\$421,949				
	Depreciation (7)	\$0	\$60,026	\$60,026	\$0				
8	Const. Management/Administration Change Orders (NMWD share)	\$600,000	808,233	803,399	\$534,272				
				250,000	\$240,368				
9	SubTotal	\$7,895,150	\$7,157,680	\$7,370,615	\$6,063,939				
10	Project Contingency (9)	\$394,758	\$357,884	\$147,412					
	<b>Total</b>	<b>\$8,289,908</b>	<b>7,515,564</b>	<b>7,518,028</b>	<b>\$6,063,939</b>				

**Comments:**  
 (1) total Pt 04 cost as of Jan 2014 is \$853K - \$12K-\$335K-\$30K= \$476K \*1.1 (estimate to finish) = \$524K  
 (2) W&K initial CEQA of \$73,782 plus \$236,400 extra for full EIR plus \$25K contingency  
 (3) Estimate for gap closure and Kastania Extension only  
 (4) B1 Betterment + Reach B Betterment  
 (5) GCC Reach A, C and D bid cost  
 (6) from final B3 Utility Agreement  
 (7) 10,519 of Reach B depreciated at (10,519/10,882)\*\$62,097 (refer to Dec 5 2011 DMc depreciation memo, File 7118.01)  
 (8) Estimate at 15% of construction cost of Item 5,6&7  
 (9) Estimate at only 5% since construction costs already have a built in contingency

**15**

**DISBURSEMENTS - DATED AUGUST 13, 2015**

Date Prepared 8/11/15

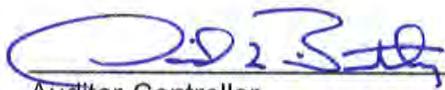
The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:

Seq	Payable To	For	Amount
P/R*	Employees	Net Payroll PPE 7/31/15	\$132,528.62
EFT*	US Bank	Federal & FICA Taxes PPE 7/31/15	58,997.02
EFT*	State of California	State Taxes & SDI PPE 7/31/15	10,663.17
1	Allied Heating & Air Conditioning	Repair Admin Office Boiler	1,525.00
2	All Star Rents	Concrete Hole Saw Rental (1 Day)	131.13
3	Athens Administrators	Replenish Workers' Comp Account (Venegas) (\$4,173) & August Workers' Comp Admin Fee	5,172.90
4	AT&T	Leased & SCADA Lines	705.38
5	Bay Area Traffic Solutions	Traffic Control (6/29-7/2/15) (So Novato Blvd)	13,600.00
6	Borges & Mahoney	pH Probe (\$304) & Electrolyte Set (STP)	333.90
7	Building Supply Center	Bushings (4) & Elbows (2) (STP)	14.91
8	CalPERS Retirement System	Pension Contribution PPE 7/31/15	31,906.22
9	Campways	Truck Tool Box ('15 F150)	730.70
10	Costco Wholesale	Picnic Food (\$94) & Photo Digitizing for Construction	137.80
11	CPI International	Partitioned Graphite Tube (Lab)	411.17
12	DeGabriele, Chris	Exp Reimb: July Mileage (\$264) & Rotary Dues (7/15-6/16) (Budget \$180)	439.50
13	Eurofins Eaton Analytical	Testing Service (Lab)	400.00
14	Fisher Scientific	Membrane Filters (100) (Lab)	256.51
15	Golden Gate Petroleum	Gas (\$3.34/gal) & Diesel (\$2.64 gal)	3,487.93
16	Grainger	Instrumentation Cable (500') (\$305), Adjustable Wrenches (3) (\$140), Reciprocating Saw Blades (115) (\$315), Beverage Cooler (\$57), Cup Dispensers (2) & Sledge Hammer	902.22

Seq	Payable To	For	Amount
17	Home Depot	Rapid Set Concrete (50 - 60lb bags)	640.75
18		Childcare Reimbursement	416.66
19	Maltby Electric	Electrical Wire & Fittings for Kastania Valve Pit (\$342), Conduit Sealant (6) (\$107), EMT Conduit, Coupling & Uni-strut	564.87
20	Marin Color Service	Paint (1 gal)	49.86
21	Marin County Recorder	June Official Copy Records (4)	58.00
22	Mello, John	Refund Overpayment to AFLAC	37.20
23	Minuteman Press	"Irrigated With Well Water" Signs (25)	163.94
24	Moore, Doug	Vision Reimbursement	322.95
25	National Notary Association	Annual Dues (Young) (9/1/15-8/31/16) (Budget \$60)	59.00
26	North Marin Auto Parts	Latex Gloves, CV Axle Boot Clamps (8), Straps (12), Gasket Meter, Gasket Paper for STP Mixer, Oil Filter, Oil (3 gal) (\$56), Trailer Cord (6'), Light Cord Plug, Trailer Light Cord Socket & Primer (4-12oz cans)	318.39
27	Novato Builders Supply	Concrete (2 yds) (\$320), Lumber (\$408), Drill Bit Adaptor, Drill Bit Screws, Roofing Felt, Roofing Shingles, Trim Boards (7) & 6" Hasp	857.85
28	Novato Sanitary District	May Recycled Water Operating Expense	6,611.55
29	Novato Chevrolet	Air, Oil Filters, Motor Oil, Wiper Blades, Steering Wheel (\$245) ('04 Chevy Silverado), Lower Seat Pad & Cover ('02 Chevy 1500) (\$364), Steering Column Parts (\$185) & Troubleshoot Air Bag Light, Broken Wires on Rear Door (\$300) ('08 Chevy Colorado)	987.24
30	Office Depot	Residential Recycled Water Fill Cards (1,000) (\$47), Laminating Sheets (200) (2" x 3"), Quarterly Office Supply Order: Post-it Notes, Binder Clips (6), Dust Spray, Calculator Tape, USB Drives (2) (\$39), Folders (150), Magnifier, Plastic Paper Clips (2,000), Desk Chair (\$102) (STP), Hand-held Calculators (3), Post-it Flags & Pens (12)	650.48

Seq	Payable To	For	Amount
31	Pace Supply	Elbows (3), Nipples (6), Spring Valve & 2" Couplings (14) (\$882)	945.89
32	PDM Steel Service Centers	Steel Plates (2)	559.03
33	Raposo, Jose	Refund Overpayment on Open Account	664.44
34	Ricco, Donald	Novato "Cash for Grass" Rebate Program	400.00
35	Scott Technology Group	Quarterly Maintenance on Engineering Copier (4/16-7/15/15)	552.02
36	Scottsdale Lake HOA	Refund Overpayment on Account	1,346.48
37	Shamrock Materials	Back Fill Material (3 cu yds)	447.77
38	Shirrell Consulting Services	July Dental Expense	7,567.20
39	Silverstein, Charles	Novato "Pool Cover Rebate" Program	18.75
40	Syar Industries	Asphalt (12 tons)	1,708.47
41	Synectic Technologies	Quarterly Charge for Maintenance Agreement on Phone System (7/16-10/15)	446.70
42	Thomas Scientific	Safety Gloves (2,000) (Lab)	63.83
43	Verizon California	Leased Lines	850.90
44	Verizon Wireless	Cellular Charges: Data (\$109) & Airtime (\$128) (19)	237.22
45	Wine Country Water Works Association	Tradeshaw Registration (\$315) & Membership (\$175 - Budget \$125) (7/15-6/16) (Reischman, Lucchesi, C. Kehoe, Reed, Castellucci, Sjoblom & Kane)	490.00
46	Young, Katie	Vision Reimbursement	93.00
		<b>TOTAL DISBURSEMENTS</b>	<b><u><u>\$290,474.52</u></u></b>

The foregoing payroll and accounts payable vouchers totaling \$290,474.52 are hereby approved and authorized for payment.

 8/11/15  
 Auditor-Controller Date

 8/11/2015  
 General Manager Date

## DISBURSEMENTS - DATED AUGUST 6, 2015

Date Prepared 8/4/15

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

Seq	Payable To	For	Amount
1	Aberegg, Michael	Progress Pymt #10 Drafting Services: Sunset Tank Mixing System Addition (Balance Remaining on Contract \$11,758)	\$1,485.00
2	All Star Rents	Large Chipper Rental (1 Day) (STP)	249.94
3	AT&T	July Internet Service @ PRTP	75.00
4	Baker, Jack	June Additional Meeting & July Director's Fee (\$410) (NBWA on 7/10/15 (\$205), ACWA Region 1 Marin Water Forum on 7/24/15 (\$205))	820.00
5	Bascara, Lordes	Novato "Cash for Grass" Rebate Program	220.00
6	Bay Area Barricade Service	Striping Paint (12-17 oz Cans)	80.35
7	Baywork	Annual Fee FY16 (Budget \$760)	765.00
8	Beecher, F.	Refund Overpayment on Closed Account	10.67
9	Bentley, David L.	Exp Reimb:July mileage	25.30
10	Budzinski, Carol	Novato "Toilet" Rebate Program	200.00
11	California State Disbursement	Wage Assignment Order	1,053.37
12	Colla, Frank	Novato "Toilet" Rebate Program	200.00
13	Cornelius, John	Novato "Cash for Grass" Rebate Program	400.00
14	Cressler, Bonnie	Novato "Pool Cover" Rebate Program	45.00
15	Darling, Jim & Jean	Novato "Cash for Grass" Rebate Program	400.00
16	Drohan, Gina	Novato "Cash for Grass" Rebate Program	330.00
17	Environmental Express	Conical Tubes (1,000) (Lab)	279.60
18	Evoqua Water Technologies LLC	Service on Deionization System	227.43
19	Fisher Scientific	Autoclave Tape (1/2" x 60') (5) & Forceps (3)	236.93

Seq	Payable To	For	Amount
20	Fraites, Rick	June Additional Meeting & July Director's Fee (\$410), ACWA Region 1 Marin Water Forum on 7/24/15 (\$205)	615.00
21	Gempler's	Irrigation Hose (1 x 50')	155.33
22	GFS Chemicals Inc.	Clear Turbidity Standard (1 Gal)	338.05
23		Cafeteria Plan: Uninsured Medical Reimbursement	32.43
24	Grainger	Faceshield Visors (10) (\$62), Disposable Respirators (80) (\$56), Safety Towels (150) (\$43), Folding Table (60" x 30") (\$87) and Hand Sanitizer (2-17 oz) 9' x 10' Shelter (\$445)	731.31
25	Hach Co.	Reagents (STP) (11)	676.67
26	Hall Dump Truck Service	Remove Dirt Spoils from District Yard (156 yds)	2,340.00
27	Hanson, Pauline	Novato "Cash for Grass" Rebate Program	300.00
28	Hurwitz, David	Novato "Cash for Grass" Rebate Program	400.00
29	Kaiser Foundation Health Plan	Pre-Employment Physicals (Barrilleaux, Bergstrom, Frazer, M. Lucchesi & Naranjo) (\$625) & DMV/DOT Physicals (LeBrun, Sjoblom)	855.00
30	Keller, Keith	Novato "Pool Cover" Rebate Program	11.75
31	Lewin Jr, Werner	Novato "Cash for Grass" Rebate Program	400.00
32	Lincoln Life	Deferred Compensation PPE 7/31/15	11,124.18
33	Lucchesi, Matthew	Workboot Reimbursement	200.00
34	Magdanz, Andy	Refund Overpayment on Closed Account	262.68
35	Maltby Electric	Electrical Junction Box with Cap Ends Conduit	125.46
36	Marcelle, Ronald	Novato "Cash for Grass" Rebate Program	400.00
37	Marin Reprographics	Bond Paper (36" x 150) (4)	82.63
38	McMaster-Carr Supply Co	Tie Down Rings (24)	137.75
39	McQuinn, Suzanne	Novato "Pool Cover" Rebate Program	39.31
40	Mitchell, William	Novato "Cash for Grass" Rebate Program	400.00

Seq	Payable To	For	Amount
41	Mundy, Jim	Novato "Cash for Grass" Rebate Program	200.00
42	Mutual of Omaha	August Group Life Ins Premium	831.44
43	National Safety Council	Membership Renewal (Clark) (8/15-7/16) (Budget \$410)	450.00
44	Nationwide Retirement Solution	Deferred Compensation PPE 7/31/15	1,825.00
45	Novato Police Dept	Telephone Answering Service (May-July)	600.00
46	Nute Engineering	Progress Pymt #4 Prepare Oceana Marin Master Plan (Balance Remaining on Contract \$52)	7,927.75
47	Pape Machinery Inc.	Key Switch for 2009 John Deere Backhoe	78.02
48	Perry Trust	Novato "Toilet" Rebate Program	100.00
49	Petersen, Don	Novato "Pool Cover" Rebate Program	36.50
50	Petterle, Stephen	June Additional Meeting & July Director's Fee	410.00
51	Pomponio, Megan	Novato "Toilet" Rebate Program Refund (\$100), Alternative Compliance Reg 15 Deposit (\$315)	415.00
52	Pressman, Trevor	Novato "Toilet" Rebate Program	100.00
53	Richardson, Gerald	Novato "Cash for Grass" Rebate Program	200.00
54	RMC Water & Environment	Progress Pymt #8: Engineering Services - NMWD-RW Project Title 22 Report (Balance Remaining on Contract \$59,639)	8,264.00
55	Rodoni, Dennis	June Additional Meeting & July Director's Fee	410.00
56		Cafeteria Plan: Childcare Reimbursement & Unreimbursed Medical	267.50
57	Schoonover, John	June Additional Meeting & July Director's Fee	360.00
58	Sierra Chemical Co.	Chlorine (2 tons)	3,013.33
59	Sonoma County Water Agency	Conservation Program Support (4/1-6/30/15)	13,363.08
60	Stafford, Vernon	Vision Reimbursement	200.00
61	Steel Structures Painting Coun	Membership Renewal (McIntyre) (7/15-6/16) (Budget \$100)	95.00

Seq	Payable To	For	Amount
62	Team Ghilotti Inc.	Progress Pymt#1: Pipe Bursting for 12" Cast Iron Pipe on South Novato Blvd (Balance Remaining on Contract \$6,135)	116,565.00
63	Terryberry	Lapel Pin for Service Anniversary (Cilia)	49.85
64	Tevini, Guido	Refund Overpayment on Closed Account	170.00
65	Thomas Scientific	Safety Gloves (1,000)	98.20
66	US Geological Survey (USGS)	1/3 Share FY16 Gallagher Stream Gauge Maintenance (Budget \$8,000)	7,600.00
67	US Postal Service	Meter Postage	1,000.00
68	Verizon California	Leased Line	293.83
69	Verizon Wireless	July CIMIS Station Data Transfer Fee	30.58
70	VWR International	4" Forceps (2) (Lab)	23.12
71	Wardenburg, Lisa	Novato "Cash for Grass" Rebate Program	400.00
<b>TOTAL DISBURSEMENTS</b>			<b><u>\$192,108.34</u></b>

The foregoing payroll and accounts payable vouchers totaling \$192,108.34 are hereby approved and authorized for payment.



Auditor-Controller

8/4/15  
Date



General Manager

8/4/2015  
Date

**MEMORANDUM**

To: Board of Directors  
 From: Dianne Landeros, Accounting/HR Supervisor  
 Subject: Information: Scrap Metal Receipts  
t:\finance\memos\bod scrap metal receipts fy15.doc

August 14, 2015

**RECOMMENDED ACTION:** None  
**FINANCIAL IMPACT:** \$5,413 Receipts

Periodically, staff sells scrap aluminum, copper, iron, and brass to recyclers of metal materials. The following table shows what scrap metals were sold last fiscal year ended June 30, 2015 and the amount the District received for them.

<b>Date</b>	<b>Description</b>	<b>Amount Received</b>
9/4/14	<i>Steel Mill Supply of Napa</i> 8,500 lbs. Iron <sup>4</sup> (\$0.09/lb)	\$722.50
12/12/14	<i>Steel Mill Supply of Napa</i> 10,660 lbs. Iron <sup>4</sup> (\$0.06/lb)	\$586.30
3/16/15	<i>Steel Mill Supply of Napa</i> 927 lbs. Copper <sup>1</sup> (\$1.50/lb) 402 lbs. Brass <sup>2</sup> (\$1.00/lb) 720 lbs. Dirty Brass <sup>3</sup> (\$0.60/lb) 9,550 lbs. Iron <sup>4</sup> (\$0.03/lb) 348 lbs. Dirty Stainless Steel <sup>6</sup> (\$0.20/lb) 520 lbs. Mixed Insulated Wire (\$0.60/lb) 26 lbs. Aluminum Wheel (\$0.45/lb)	\$2,856.55
5/14/15	<i>Steel Mill Supply of Napa</i> 15,630 lbs. Iron <sup>4</sup> (\$0.04/lb) 6,660 lbs. Tank from STP (\$0.05/lb)	\$919.15
6/3/15	<i>Steel Mill Supply of Napa</i> 8,220 lbs. Insulated Tank from STP (\$0.04/lb)	\$328.80
	<b>TOTAL FY15</b>	<b>\$5,413.30</b>

<sup>1</sup>Copper was comprised of used pipe pieces pulled from the ground and short pieces of new pipe.  
<sup>2</sup>Brass was comprised of old water meters.  
<sup>3</sup>Dirty brass was old check valves.  
<sup>4</sup>Iron was old metal scrap iron, pipe, valves, fittings, brake rotors, fire service lids, truck bed  
<sup>5</sup>Soldered fittings  
<sup>6</sup>Bolts

**FIELD BEING  
WATERED  
WITH  
RECYCLED  
WATER**



**NOVEMBER 3, 2015 NOMINATION RESULTS**

**SPECIAL DISTRICTS**

<b><u>Bel Marin Keys CSD</u></b>	EXTENSION
<b><u>Marin City CSD</u></b>	CLOSED - CONTEST
<b><u>Marinwood CSD</u></b>	EXTENSION
<b><u>Muir Beach CSD</u></b>	EXTENSION
Short Term	CLOSED - CONTEST
<b><u>Tamalpais CSD</u></b>	CLOSED - CONTEST
<b><u>Tomales CSD</u></b>	EXTENSION
Short Term	CLOSED – (no candidate)
<b><u>Kentfield Fire (incl. short term)</u></b>	CLOSED – NO CONTEST
<b><u>Novato Fire</u></b>	EXTENSION
Short Term	CLOSED - CONTEST
<b><u>Sleepy Hollow Fire</u></b>	CLOSED – NO CONTEST
<b><u>Southern Marin Fire</u></b>	EXTENSION
<b><u>Stinson Beach Fire</u></b>	EXTENSION
<b><u>Tiburon Fire</u></b>	CLOSED – NO CONTEST
<b><u>Alto Sanitary</u></b>	EXTENSION
<b><u>Homestead Valley Sanitary</u></b>	EXTENSION
<b><u>Las Gallinas Valley Sanitary</u></b>	CLOSED – NO CONTEST
<b><u>Novato Sanitary</u></b>	CLOSED – NO CONTEST
Short Term	EXTENSION
<b><u>Richardson Bay Sanitary</u></b>	EXTENSION
Short Term(s)	CLOSED – NO CONTEST
<b><u>Sanitary Dist. No. 5 Tiburon</u></b>	CLOSED – CONTEST
Short Term	CLOSED – NO CONTEST
<b><u>Sausalito-Marín City Sanitary</u></b>	CLOSED – NO CONTEST

**NOVEMBER 3, 2015 NOMINATION RESULTS**

**SPECIAL DISTRICTS**

<b><u>Bolinas Community Public Utility</u></b>	<b>CLOSED – NO CONTEST</b>
<b><u>Inverness Public Utility</u></b>	<b>EXTENSION</b>
<b>Short Term</b>	<b>EXTENSION</b>
<b><u>North Marin Water</u></b>	<b>CLOSED – NO CONTEST</b>

# Marin hits conservation goals for second straight month

**Julian Barrolaza with the Marin Municipal Water District listens for leaks around a fire hydrant on Sandpiper Circle on Tuesday in Corte Madera.** Frankie Frost — Marin Independent Journal

*By Mark Prado, Marin Independent Journal*

POSTED: 08/04/15, 5:35 PM PDT | UPDATED: 2 HRS AGO0 COMMENTS

It's so far, so good for Marin residents working to save water as the state battles drought.

For the second straight month the county's residents have done their part to save water per state orders, according to new statistics released Tuesday.

State mandates issued in May required the Marin Municipal Water District to cut use by 20 percent and the North Marin Water District by 24 percent beginning June 1. The state developed those percentages by looking at per-capita water use between July and September 2014. The higher the water use, the more a community had to cut back.

In June and now in July Marin water users hit the goals with room to spare.

The Marin Municipal Water District achieved a 23 percent water savings in July compared with July 2013, the baseline year the state is using to measure conservation efforts. That was the last year California was not in drought.

"Our customers are still doing a great job cutting back, even in the heat of summer," said Libby Pischel, water district spokeswoman. "We sincerely appreciate everyone's efforts and personal commitment to water conservation. We all wonder at times if our individual actions make a difference when it comes to water conservation; the answer is definitely yes."

Customers conserved 26 percent in June. The agency has 190,000 customers between Sausalito and San Rafael. The water in district reservoirs is 102.48 percent of average for this time of year, in part due to conservation efforts.

Preliminary July data for the North Marin Water District's Novato service area shows a 36 percent reduction from the same month in 2013. The North Marin Water District serves 60,000 customers in Novato and West Marin.

"All the data is preliminary and will be reconciled when we receive the billing invoice for Russian River deliveries from Sonoma County Water Agency," said Chris DeGabriele, general manager of the water district, adding that "Novato customers have done a great job" responding to the state mandates.

North Marin gets 80 percent of its water from the Sonoma County Water Agency. The district's customers conserved 37 percent in June.

The new water saving rules remain in effect until February 2016, with state water officials cautioning hot summer weeks could still prove to be a conservation challenge. On the flip side, weather forecasters say a wet El Niño winter could be in store for the state.

North Marin Water District customers who have online accounts can sign in and see past water usage as well as goals for the coming months.

#### Advertisement

Marin Municipal also allows customers to view their water consumption online, although drought targets are not shown.

In April the Marin Municipal board passed new rules requiring residents and businesses with irrigation systems to use them only three days a week. There also is a ban on using the systems 48 hours after measurable rainfall.

North Marin's board approved similar measures in May. Its rules differ in that homes and buildings with odd-numbered addresses will only be able to water Monday, Wednesday and Friday. Even-numbered addresses will water Tuesday, Thursday and Saturday. All watering is limited to between 7 p.m. and 9 a.m. as with Marin Municipal customers.

For customers, Marin Municipal has an enforcement provision that includes fines of \$250 for violating regulations and restrictions on water use.

North Marin can disconnect water service if rules are violated. If water service is disconnected, a re-connection fee of \$50 is assessed. If another violation occurs, a re-connection fee of \$75 is imposed. Any water service that is disconnected twice is reconnected with a flow-restricting device and a fee of \$100 is charged.

While the districts have fines in place, both have focused on education over financial penalties.



greenhouse gas emissions for only a 1% drop in nutrient levels. Operational costs also increased more than five times to get to these higher levels of treatment. The research suggested that a more effective solution might be managing these nutrients before they even make it to the facilities. Integrating best management practices for controlling nonpoint sources, such as the runoff that carries nutrients into our waterways, is a more sustainable solution for protecting our environment as a whole.

The fourth project, Bioavailability and Characteristics of Dissolved Organic Nutrients in Wastewater Effluent (NUTR1R06o),

suggests that taking a step back to first assess the effect of various forms of phosphorus could help inform regulations and target treatment on phosphorus species that are the real contributors to eutrophication. Preliminary studies point to dissolved organic phosphorus (DOP), present after advanced treatment, as a major contributor. Finding ways to remove these residual nutrients could be key to meeting future stringent nutrient regulations. In this case, removal of DOP would mean integrating processes that remove hydrophobic organic matter, such as adsorption.

The fifth project in this set, Solids Role in Tertiary Chemical Phosphorus Removal

by Alum (NUTR1R06t), investigated reusing alum-based solids from chemical phosphorus removal as a useful additive that can be plugged back into upstream treatment processes. Existing solids-separation processes, such as primary clarification, aeration, or secondary clarification, could take advantage of the sorptive capacity of these solids and lead to ultralow phosphorus levels while decreasing alum levels.

On a related note, because nutrients are critical to life on the planet, WERF has started another suite of research projects on the recovery of wastewater-derived nutrients. Find out more at [www.werf.org](http://www.werf.org)

## Wastewater treatment processes remove some pharmaceuticals

**W**hile water resource recovery facilities (WRRFs) are not designed to treat pharmaceuticals, researchers from the City of Calgary (Alberta, Canada) Water Services examined possible mechanisms in treatment systems involved in the removal of these compounds.

Researchers analyzed influent and effluent for pharmaceuticals from three WRRFs in Calgary as well as surface water both upstream and downstream in the Bow River. The open access study, "Occurrence of pharmaceuticals in Calgary's wastewater and related surface water," appears in the May 2015 issue of *Water Environment Research*.

"Chen *et al.*, examined the removal of 15 pharmaceutical compounds in Calgary's WRRFs. Effluent concentrations were in the low parts per trillion to low parts per billion [ppb] range, and treatment removal rates ranged from 99.5% for caffeine to nearly zero for carbamazepine. Despite measureable downstream surface water concentrations of many of the target compounds, comparison to toxicological data suggested little risk of adverse environmental effects," said Tim Ellis, *Water Environment Research* editor-in-chief.

"Although the wastewater treatment facilities were not designed to remove pharmaceuticals, this study indicates that the wastewater treatment processes are effective in removing some of the pharmaceuticals," according to the research article.

Concentrations in effluents were within the range of 0.006 to 3.31 ppb. These pharmaceutical residues included caffeine, cotinine, ibuprofen, and naproxen.

Pharmaceuticals were removed more effectively where biological nutrient removal processes are used. Chemical phosphorus-removal processes also were capable of removing some pharmaceuticals. Researchers concluded that biodegradation and chemical degradation likely play a role in removal of drug residues. The presence of pharmaceuticals in the solid phase of digested solids suggests that sorption also may play a role, the research article says.

Researchers noted that residues in downstream surface water could be associated with incomplete removal during treatment and may lead to concerns about potential effects on aquatic ecosystem: "However, this study does not indicate any immediate risks to the downstream aquatic environment," the research article says, although it does note a need for further investigation on the risk associated with exposure to pharmaceutical residues downstream.

Access the study at <http://goo.gl/0Z18RJ>.

Water Environment Research offers open access to one article per issue on a range of important technical topics such as nutrient removal, stormwater, and biosolids recycling.

BOD Misc



## Close to Home: Taking the lead on water conservation

BY JAKE MACKENZIE JAKE MACKENZIE IS A MEMBER OF THE ROHNERT PARK CITY COUNCIL. on August 7, 2015, 12:03AM08/07/2015

*"Water, water, everywhere, nor any drop to drink"*

— *Rhyme of the Ancient Mariner*

The Ancient Mariner found himself "as idle as a painted ship upon a painted ocean." Neither we in Sonoma County nor our governor have been idle, nor does he nor do we find ourselves without a drop to drink. The doomsday scenarios predicted by many have not occurred here in our area. Why, one might ask? Because eight water contractors (Cotati, Petaluma, Rohnert Park, Santa Rosa, Sonoma, Windsor, the Valley of the Moon Water District and the North Marin Water District) working cooperatively with the Sonoma County Water Agency have enabled this newspaper to report that the six largest cities posted conservation rates of over 30 percent, beating the average for both the state and the North Coast.

Furthermore, we in Rohnert Park found ourselves with Sonoma County's lowest average water use rate of 52.4 gallons per capita per day, which continues through our hot dry summer.

Here's Rohnert Park's story, which parallels our water saving partners Santa Rosa and Petaluma.

From 1955 until 1997, Rohnert Park relied on local wells; each new development was required to drill new wells, 43 in all. There were no water meters. Utility bills featured a flat rate, no matter how much was used. As we worked on updating our general plan in 1998, we realized this approach wasn't sustainable. Thus began an 18-year effort to reform our water policies.

These changes were aided by a pioneering effort started in 1988 as recycled water from Santa Rosa's wastewater treatment plant was pumped to Rohnert Park's landscaping, parks and both our municipal golf courses, as well as the grounds of the Cotati-Rohnert Park Unified School District and Sonoma State University. Twenty percent of our water needs are met through this drought-proof mechanism. We've been doing this for more than 20 years.

Next, we replaced 10,000 inefficient toilets with low-water-use replacements. This was part of the overall effort to improve efficiency using approved best-management practices. At that time, Rohnert Park and Santa Rosa led the way in California in being the only jurisdictions in full compliance with these practices. Along with installing almost complete metering in the early 2000s, our conservation measures have led the way in Sonoma County, along with Petaluma and Santa Rosa, as validated by recent state reports.

Our analyses and neighbors' concerns led to a major shift in our water sourcing after 2000. Around that time, we deliberately reduced our reliance on well water by 75 percent and increased our use of the Lake Sonoma water supply system. This reservoir is still at over 75 percent of capacity, currently storing 190,000 acre feet of water. Our utilization for all the contractors is less than 50,000 acre feet per year. Other parts of our state are less fortunate.

We also cooperatively funded, with our partners, a U.S. Geological Survey study of groundwater in the Santa Rosa Plain. The study reported on the success of our efforts in having a water table that is up close to the surface in Rohnert Park. Cities are now pumping less than 20 percent of the groundwater that is being extracted from this aquifer.

As we implement our general plan, environmentally friendly building standards require the highest level of water savings and greater use of recycled water.

California would be well advised to follow our example here in Sonoma County. This includes use of recycled water, better groundwater management and improved water use efficiencies. We have shown that with aggressive policy decisions and cooperative programs among cities, water districts and counties, we can develop a sustainable water system.

As the Ancient Mariner said, “And from my neck ... the Albatross fell off ... And when I awoke it rained.”

*Jake Mackenzie is a member of the Rohnert Park City Council.*

## Region 1 Forum Focuses on Marin Water Management

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[acwa.com/blog/region-1-forum-focuses-marin-water-management](http://acwa.com/blog/region-1-forum-focuses-marin-water-management)

By Judy Mirbegian

ACWA Members met in Tiburon on July 24 for a Marin Water Forum. The 2015 Region 1 program drew a crowd of more than 50 and highlighted water management in Marin County.



ACWA Executive Director Timothy Quinn kicked off the program with an update on ACWA activities. Tim's update focused on the drought – the near-term actions, what's expected in the long term, and statewide solutions.

Following the ACWA update, we heard from state Sen. Mike McGuire (D-Healdsburg). Sen. McGuire shared what conversations are being had in the Capitol about the drought and water management. He also updated us on his Medical Marijuana Safety and Environmental Protection Act, SB 643 – an issue that is very important to our region.

Next, ACWA Vice President Kathy Tiegs moderated a panel discussion on local water management. The discussion featured presentations from local water providers Bolinas Community Public Utility District, Marin Municipal Water District, North Marin Water District, and a wholesaler to the Marin area, Sonoma County Water Agency.

Bolinas Community Public Utility District General Manager Jennifer Blackman began the discussion with an overview of her district's water supply, water treatment methods, and conservation efforts by customers. Up next, Sonoma County Water Agency General Manager Grant Davis described how the wholesaler provides its carbon-free water to several agencies in Marin and the North Bay region. Marin Municipal Water District General Manager Krishna Kumar's explained his district's water distribution system and how the district is faring with current drought restrictions. Wrapping up the conversation, North Marin Water District General Manager Chris DeGabriele gave an overview of his district and highlighted the Sonoma-Marin Saving Water Partnership program.

After a break for lunch and networking, Marin Municipal Water District President Jack Gibson brought us back to the program with his presentation about the history of water management in Marin and how California's oldest municipal water district, Marin Municipal Water District, came to be in 1912.

Harry Seraydarian, executive director of North Bay Watershed Association, presented next on collaborative and integrated approaches to watershed management. After sharing some background about his association, Harry gave some examples of collaborative and integrative approaches across political and functional boundaries. He also discussed some future opportunities and challenges.

The program concluded with a presentation titled Our Coast Our Future about sea level rise and storm surge vulnerability assessment tool. Sam Veloz, Ph.D., a spatial ecologist at Point Blue Conservation Science, described the technology system that is web-based and available for anyone to use. The system provides San Francisco Bay Area coastal resource and land use managers and planners locally relevant, online maps and tools to help understand, visualize, and anticipate vulnerabilities to sea level rise and storms in the region.

I would like to thank Region 1 Board Members Krishna Kumar, Marin MWD and David Bentley, North Marin WD, and their districts for planning such a wonderful program for our members in Marin. Presentations from the program are available at [www.acwa.com](http://www.acwa.com) or click [HERE](#).

Judy Mirbegian

Chair, ACWA Region 1

## Activists see Sonoma County winegrowers' proposed bill as a 'water grab'

BY GUY KOVNER THE PRESS DEMOCRAT on August 12, 2015, 4:53PM08/12/2015

Environmentalists are mobilizing in protest of a would-be bill backed by the local wine industry that would create an irrigation district intended to protect the water rights of about 1,000 grape growers in the Russian River region.

Noting that Sonoma County is facing “urgent water supply” problems unique to the Russian River watershed, the legislation — proposed by the United Winegrowers of Sonoma County — would create a segmented district covering five viticultural areas in Alexander, Knights, Dry Creek, Russian River and Bennett valleys, which produce the county’s priciest wine grapes.

The move comes in fourth year of California’s historic drought, when competing claims for dwindling supplies and state moves to safeguard stream flows have set some rural landowners under mandatory cutbacks against grape growers who have so far faced no such restrictions.

Activists involved in the escalating debate over winery expansion and vineyards’ unlimited use of water were alarmed by a published report last month that said state Sen. Mike McGuire, D-Healdsburg, was “quietly sponsoring” the bill, and they intend to protest at McGuire’s annual town hall meeting Thursday night at the Sonoma County Board of Supervisors chambers.

McGuire said he had received a copy of the proposed bill from Bob Anderson, executive director of the United Winegrowers for Sonoma County, who handles the local wine industry’s political affairs. In response, McGuire said he advised the wine industry and environmental factions that all sides need to agree on a “collaborative solution” before he would consider carrying any legislation.

“There is no bill,” he said, noting that the deadline for filing legislation this year has passed.

McGuire said he would only consider a measure “after a robust local public process including every stakeholder at the table,” including urban and rural water users, agriculture and environmental interests.

Shepherd Bliss, a Sebastopol activist and berry farmer, said there was a “lack of transparency” in the formulation of the proposed bill to create a Russian River Irrigation District, which he said would “usurp state authority over water.”

“This is a classic water grab,” Bliss said. “In our society we should all have equal access to water.”

Anderson, who represents 250 wineries and growers, said the district is intended to represent agriculture in a groundwater management agency that Sonoma County, by state law, must establish by June 2017.

“It makes sense to me for agriculture to work to get a seat at the table,” he said. “I don’t see that we’re doing more than that.” The county should have established an irrigation district 50 years ago, Anderson said.

Local groundwater management agencies have until 2022 to develop sustainability plans intended to prevent “significant degradation” of groundwater quantity and quality, according to Marcus Trotta, a Sonoma County Water Agency hydrogeologist.

8/13/2015

measure to the Legislature next year.

You can reach Staff Writer Guy Kovner at 521-5457 or [guy.kovner@pressdemocrat.com](mailto:guy.kovner@pressdemocrat.com). On Twitter [@guykovner](https://twitter.com/guykovner).

## Bike park set to open

By Chris Rooney Marinscope contributor | Posted: Wednesday, August 12, 2015 12:56 pm

The first phase of Novato's Stafford Lake Bike Park — the North Bay's first public bike park — is set to open August 22 and the immense collaborative effort hasn't gone unnoticed.

“No public project has ever seen a group of dedicated donors like the bike park,” Marin County Supervisor Steve Kinsey said. “Their relentless quest for corporate sponsors and personal generosity turned the County's challenge grant into a very exciting bike course. In a world of X Games and extreme sports, it is crucial to provide dedicated places for this type recreation so that our tranquil trails can stay that way.”

So far, the bike park has received \$732,000 in donations and sponsorships in the form of more than 200 contributions — from large corporations to local kids. Marin County Parks received vital assistance from the Friends of Stafford Lake Bike Park, a nonprofit formed to support both construction and long-term maintenance of the bike park.

The bike park's main features include a progression jump course, dual slalom track, and a perimeter trail.

Plans are under way in the next few months for a kids-learn-to-ride area and beginner pump track — though there is some hope that both will be finished in time for the opening. Future park phases, to be built pending further fundraising, would add advanced and intermediate pump tracks, a terrain park, downhill and flow trails, bridge crossings, progression trail with balance features, and a main event plaza.

“The Stafford Lake Bike Park has created an opportunity for a mutually beneficial public-private partnership, one of the first of its kind in the county,” said Julia Violich, Friends of Stafford Lake Bike Park president.

“Through the development process, we have learned, by the vast support of the cycling community and community at large, that the bike park will fill a critical recreational need in Marin.”

County Parks staff — namely Tara McIntire, Steve Petterle, former Parks Director Linda Dahl and



### Bike park set to open

Test run: Bike riders give the new bike park at Stafford Lake a go of it. The park, one of the first of its kind in the country, will officially open August 22.

current Interim Director Ron Miska — worked with County Supervisors Judy Arnold and Kinsey to set the project's parameters with the Friends of Stafford Lake Bike Park. The nonprofit Friends group helped raise initial funds, recruited help from the mountain biking and racing professionals, and reviewed early design plans for the park.

“Support from large company sponsors such as Fox, Santa Cruz Bicycles and WTB enabled us to open the park in phases resulting in public access to the park, less than a year after construction started,” Violich said. “The Friends of Stafford Lake Bike Park have enjoyed the open and positive working relationship with County Parks, under the leadership of the Board of Supervisors, to make the bike park a reality.”

“We are so excited to cut the ribbon on this long awaited project,” said Stafford Lake Bike Park Project Manager Tara McIntire in a press announcement. “We still need to install various elements such as the entry plaza, gateway and other details. People will continue to see improvements as time goes on, but for now the heart of the park is built and it's time for riding.”

Public bike parks have been constructed throughout the nation in the past few years, including Bay Area facilities in Pleasanton, Livermore, San Jose and Santa Cruz.

Primary financial supporters for the project are: County of Marin (\$182,000 for design and construction drawings; \$50,000 matching grant from the Board of Supervisors in 2013; \$25,000 from the Board of Supervisors in 2015), Fox Factory Holding Corp (\$100,000), Santa Cruz Bicycles (\$75,000), Hellman Foundation (\$50,000), Violich Family Foundation (\$50,000), Mike's Bikes (\$50,000) and Peter E. Haas Jr. Family Fund (\$50,000)

“This has been an amazing collaboration that shows how public-private partnership can succeed,” said Marin County Parks Principal Landscape Architect Steve Petterle in a prepared statement. “The Friends group ran into some serious barriers, but gained momentum as they garnered support and secured funding from local families, Marin businesses, and big-name bike brands. I still can't get over the fact that we had more than 200 individual contributions. What an amazing collective effort.”

The opening event, presented by Marin County Parks at Stafford Lake Park, is scheduled for 10 a.m. to 2 p.m. and will be free to the public (waiving the usual \$10 park admission fee). Visitors will have a chance to ride the trails, hear from honored guests, mingle with park sponsors, listen to live music, enjoy refreshments and donate to the future park phases.

Those interested in the project can follow the park's progress at [staffordlakebikepark.com](http://staffordlakebikepark.com).

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Stafford Lake park a creation of collaboration