
**NORTH MARIN
WATER DISTRICT**
**NORTH MARIN WATER DISTRICT
AGENDA - REGULAR MEETING
September 20, 2011 – 7:30 p.m.
District Headquarters
999 Rush Creek Place
Novato, California**

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Est. Time	Item	Subject
7:30 p.m.	CALL TO ORDER	
	1. APPROVE MINUTES FROM REGULAR MEETING , September 6, 2011	
	2. GENERAL MANAGER'S REPORT	
	3. OPEN TIME: (Please observe a three-minute time limit)	
	This section of the agenda is provided so that the public may express comments on any issues not listed on the agenda that are of interest to the public and within the jurisdiction of the North Marin Water District. When comments are made about matters not on the agenda, Board members can ask questions for clarification, respond to statements or questions from members of the public, refer a matter to staff, or direct staff to place a matter of business on a future agenda. The public may also express comments on agenda items at the time of Board consideration.	
	4. STAFF/DIRECTORS REPORTS	
	5. MONTHLY PROGRESS REPORT	
	CONSENT CALENDAR	
	The General Manager has reviewed the following items. To his knowledge, there is no opposition to the action. The items can be acted on in one consolidated motion as recommended or may be removed from the Consent Calendar and separately considered at the request of any person.	
	6. Consent – Approve Winzler & Kelly General Services Agreement	
	7. Consent – Approve Request Governor Brown Veto Senate Bill 293	
	8. Consent – Approve Response to Customer Letter Re: High Bill Complaint	
	ACTION CALENDAR	
	9. Approve: Amendment to MOU between NMWD and NMWD Employee Association	
	10. Approve: Petition for Change – North Marin Water District Lagunitas Creek Water Rights	
8:00 p.m.	INFORMATION ITEMS	
	11. Alternate/Flexible Work Schedule Evaluation	
	12. Stafford Treatment Plant Program Quality Verification	
	13. NBWRA Update	
	14. MISCELLANEOUS Disbursements	

All times are approximate and for reference only.

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

(Continued)

Est. Time	Item	Subject
		<u>News Articles:</u> Wilfred "Will" Leib Obituary Salinity Notice
9:00 p.m.	15.	<i>ADJOURNMENT</i>

1

DRAFT
NORTH MARIN WATER DISTRICT
MINUTES OF REGULAR MEETING
OF THE BOARD OF DIRECTORS
September 6, 2011

CALL TO ORDER

President Schoonover called the regular meeting of the Board of Directors of North Marin Water District to order at 7:30 p.m. at the District headquarters and the agenda was accepted as presented. Present were Directors Jack Baker, Rick Fraites, Steve Petterle, and Dennis Rodoni (7:33 p.m.). Also present were General Manager Chris DeGabriele, Secretary Renee Roberts, Auditor-Controller David Bentley and Chief Engineer Drew McIntyre.

Ed Nute (Nute Engineering), Curtis Lam (HydroScience Engineers) and District employees Robert Clark (Operations/Maintenance Superintendent), Doug Moore (Construction/Maintenance Superintendent) and Ryan Grisso (Water Conservation Coordinator), and Pablo Ramudo (Water Quality Supervisor) were in the audience.

MINUTES

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

AYES: Directors Baker, Fraites, Petterle, Schoonover

NOES: None

ABSENT: Director Rodoni

ABSTAIN: None

GENERAL MANAGER'S REPORT

The General Manager reported that he received a call on Friday, September 2, 2011 from the State Water Resources Control Board regarding District petitions for change to the water rights on Lagunitas Creek. He reminded the Board that the change petitions proposes to dedicate one of the permits to instream purposes, convert one permit to a license and add a point of diversion at the Gallagher Well. Mr. DeGabriele advised that State Board staff is having trouble separating the historical use between the two permits because the District has always reported the total use for both permits. He said that the "good news" is that the State Board has accepted his offer to make a proposal on how to separate the two permits' historical use and he hopes to present that to the District Board at the next meeting for their review.

1 ***OPEN TIME:***

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

4 ***STAFF/DIRECTORS REPORTS***

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

7 No Challenge to AEEP Project

8 Drew McIntyre advised the Board that the period to legally challenge for the Notice of
9 Determination that was filed for the Aqueduct Energy Efficiency Project closed on August 21 and
10 there was no challenge to the project. He said the project will continue to move forward.

11 Certificate of Appreciation from North Bay Leadership Council

12 Robert Clark presented a Certificate of Appreciation from the North Bay Leadership Council
13 for District participation in the 2011 Algebra Academy. He said that approximately 19 students spent
14 two days at the District visiting the Stafford Treatment Plant, the laboratory, Accounting and
15 Engineering Departments wherein they heard presentations on how math is used at the District.
16 The District also received a thank you card signed by all the students.

17 California Solar Initiative

18 David Bentley reported that SB 585, the California Solar Initiative has passed both houses
19 and is expected to be signed by the Governor. He said that the Board authorized President
20 Schoonover to sign a letter in support of SB 585 and it is anticipated that the funds will be disbursed
21 by the end of the year to enable the District solar energy project to move forward.

22 ***CONSENT CALENDAR***

23 At the request of Director Baker, the following items were removed from the consent
24 calendar for further discussion: Item 7 – Claim for Damages (Jerome Ghigliotti), Item 9 –
25 Engineering Services Contract – Laura Jones, and Item 11 – Regulation 54 – Service Charge for
26 Residences with Fire Sprinklers.

27 On motion of Director Petterle, seconded by Director Baker and unanimously carried, the
28 following items were approved on the Consent Calendar:

1 **RESOLUTION OF APPRECIATION TO RETIRING EMPLOYEE – SOMOFF**

2 Ivan Somoff, District Account Credit Clerk, has decided to retire after 12 years of service on
3 September 15, 2011. The Board approved Resolution No. 11-24 entitled, "North Marin Water
4 District Resolution of Appreciation to Ivan Somoff."

5 **OUT-OF-STATE TRAVEL TO ATTEND – CA/NV AWWA FALL 2011 CONFERENCE**

6 The Board authorized out-of-state travel for the Chief Engineer to attend the California-
7 Nevada AWWA Conference October 17 through 20, 2011 in Reno, Nevada.

8 **CLAIM FOR DAMAGES (JEROME GHIGLIOTTI)**

9 This item was removed for further discussion.

10 Director Baker asked for clarification of what Mr. Ghigliotti meant by a "water culvert". Mr.
11 Bentley said that he spoke with the customer and that it is most likely a drainage culvert installed
12 before Mr. Ghigliotti moved into his house. There are no District facilities in the back of Mr.
13 Ghigliotti's property as he has claimed.

14 On motion of Director Petterle, seconded by Director Rodoni, and unanimously carried, the
15 Board denied Mr. Ghigliotti's claim for damages.

16 **DUMP TRUCK REPLACEMENT AUTHORIZATION**

17 After a review by staff of the California State Vehicle bid list, it was determined that no
18 vendors were able to meet District minimum specifications for a new dump truck. The Board
19 authorized staff to solicit bids for the purchase of a new 2011 dump truck.

20 **CONSENT APPROVE: ENGINEERING SERVICES CONTRACT – LAURA JONES**

21 This item was removed from the consent calendar for further discussion.

22 Director Baker asked for further information on Laura Jones' past employment with the
23 District and what tasks she will be assigned as part of her contract.

24 Mr. McIntyre stated that Ms. Jones was employed as a District engineer from 2006 to 2010
25 and played a major role in the development of the Master Plan 2007 Update. He said that she will
26 be in the lead for compiling all the background research and will be writing different sections of the
27 2012 Novato Water System Master Plan Update report and providing analyses, evaluating storage
28 and pumping facilities and facilities replacement among other tasks. Mr. McIntyre stated that
29 Winzler & Kelly will be playing a smaller role in the Plan's update and that it is more efficient to
30 contract with Ms. Jones since she worked on the previous Plan update in 2007.

1 On motion of Director Petterle, seconded by Director Rodoni, and unanimously carried, the
2 Board authorized the General Manager to execute an agreement with Laura Jones for General
3 Engineering Services for a not-to-exceed amount of \$32,500 plus \$,2500 contingency.

4 **CSW/STUBER-STROEH ENGINEERING SERVICES FY 11-12 – MISCELLANEOUS**
5 **ENGINEERING SERVICES**

6 The Board authorized the General Manager to execute an agreement with CSW/Stuber-
7 Stroeh in the not-to-exceed amount of \$30,000 for Miscellaneous Engineering Services for Fiscal
8 Year 2011-2012.

9 **REGULATION 54 – SERVICE CHARGE FOR RESIDENCES WITH FIRE SPRINKLERS**

10 This item was removed from the consent calendar for further discussion.

11 Director Baker asked if the change to Regulation 54 Section f was because of comments
12 received at the May rate hearing wherein a customer said he was required to install a 1.5-inch meter
13 for fire sprinklers and that his service charge would double with the rate increase? Mr. Bentley
14 responded yes. Director Baker asked if this change would satisfy the customer's issue and Mr.
15 Bentley said that it would and that there are ten other customers that will also be affected.

16 Director Rodoni inquired if the change is for all service areas at the three-year step rate
17 increase that was approved by the Board; Mr. Bentley responded that it is.

18 On motion of Director Petterle, seconded by Director Rodoni, and unanimously carried, the
19 Board approved Resolution 11-25 entitled, "Resolution of the Board of Directors of North Marin
20 Water District Amending Regulation 54 – Water Rates."

21 **NOTICE OF COMPLETION CREST WATER TANK NO. 2 (PASO ROBLES TANK)**

22 Pursuant to and in conformance with contract requirements for the Crest Water Tank No. 2
23 project, Paso Robles Tank has fulfilled their obligations under the contract and all work performed
24 by Paso Robles Tank has been inspected by District staff and inspection consultants. The Board
25 authorized the General Manager to execute and file a Notice of Completion for the Crest Water
26 Tank No. 2 project.

27 **ADOPT STATE REVOLVING FUND LOAN RESOLUTIONS – REVISED APPLICATION FOR**
28 **RECYCLED WATER PROJECT SOUTH SERVICE AREA PROJECT (PHASES 1 A/B & 2)**

29 The Recycled Water South Service Area Project was divided into two phases to avoid delay
30 in bidding and requires a revised State Revolving Fund (SRF) Application reflecting updated costs.
31 The application process requires submission of three resolutions. The Board approved the following
32 resolutions:

1 Resolution No. 11-26 entitled, "Application/Authorization Resolution" authorizing the General
2 Manager to act as the District representative;

3 Resolution No. 11-27 entitled, "A Resolution of the Board of Directors of the North Marin
4 Water District to Approve and Authorize Dedication of a Revenue Source for the North Marin Water
5 District Repayment of State Revolving Fund Financing (CWSRF Project Nos. 7802-10, 7802-120
6 and 7802-130)";

7 Resolution No. 11-28 entitled, "Resolution of the Board of Directors of the North Marin Water
8 District Declaring the Official Intent of the District to Reimburse Certain Design, Permitting and
9 Capital Expenditures from the Proceeds of Indebtedness."

10 ***ACTION CALENDAR***

11 ***POINT REYES WELLS PRODUCTION STATUS***

12 Robert Clark informed the Board of the Point Reyes wells production status and he provided
13 a history of the Point Reyes Wells. He advised that there were three wells installed near Lagunitas
14 Creek and that Well #1 was abandoned in 2002 due to siltation and excessive draw-down of the
15 water table. He said that Wells #2 and #3, when originally installed, each produced approximately
16 300 gpm for the Point Reyes water supply. He advised that in 1996, Well #3 experienced high
17 turbidity, and it was found to have similar silting issues as had Well #1, and it underwent
18 rehabilitation as did Well #2 in 1997 by Weeks Drilling & Pump Company (Weeks). He further
19 advised that over the past two years, the pump motor control center and well pumps and motors
20 were replaced in Wells #2 and #3, and a new casing was installed in Well #3 in 2010. Mr. Clark
21 stated that over the last two months, both wells are experiencing high turbidity and that Well #2 is
22 pumping 280 gpm and Well #3 production has dropped to 150 gpm. He said that current demand
23 has been maintained, however pumps have been running 18 to 22 hours per day. He said that staff
24 has consulted with Winzler & Kelly and Weeks, both who recommend that a replacement well at a
25 location near the existing wells is recommended for maintaining the production capacity in order to
26 meet the existing water system demand. He stated that he has requested a proposal for
27 engineering services from Winzler & Kelly and cost estimates for drilling a replacement well from
28 Weeks.

29 Mr. Clark stated that staff has talked with Department of Public Health (DPH) to determine if
30 the District qualifies for emergency funding and was advised that emergency funds would be
31 contingent on a failure to meet water quality standards. He advised that because of the inability to
32 initiate off-tide avoidance pumping practice, salinity in the aquifer will continue to increase and
33 disinfection byproduct concentrations will begin to rise.

1 Director Schoonover asked if the District has satisfied DPH's position that water quality
2 standards have not been met, and therefore the District is not eligible for funding?

3 Mr. Clark said that currently water quality standards continue to be met; however, water
4 quantity standards are not being met and the District may be eligible for emergency funds.

5 Mr. DeGabriele said that another well near the creek must be drilled, and that emergency
6 funding from DPH is in question because District circumstances do not trigger emergency funding.
7 He said that staff is trying to convince DPH that emergency funding is needed and that the project
8 should receive a higher priority for funding of long-range solutions which is the Gallagher Well and
9 Pipeline Project.

10 There was a lengthy discussion about costs, permitting and location of the replacement well.

11 On motion of Director Baker, seconded by Director Fraites and unanimously carried, the
12 Board authorized the General Manager to execute contract services agreements for the Point Reyes
13 Treatment Plant replacement water supply and work with DPH to secure emergency funding if
14 possible.

15 **RECYCLED WATER EXPANSION TO SOUTH SERVICE AREA PROJECT – CLEAN WATER**
16 **STATE REVOLVING FUND LOAN CEQA PROJECT APPROVAL (SRF PROJ. NO. 7802)**

17 Mr. McIntyre stated that in December 2009, the Board made findings on the North Bay
18 Water Recycling Program (NBWRP) Environmental Impact Report (EIR) and that by approving that
19 document, the District was able to move forward at the federal level for all environmental work. He
20 further stated that when the District applied for a low interest rate loan for the North Service Area,
21 the document was not adequate under the Clean Water State Revolving Fund Loan (CWSRF)
22 Program and a more focused environmental document was needed. He said that ESA was hired to
23 prepare an addendum to address only the North Service Area. Mr. McIntyre said that an addendum
24 to the NBWRP EIR addressing the South Service Area, prepared by ESA and reflecting final
25 pipeline alignments, is presented to the Board for approval tonight. He described the South Service
26 Area Project as being more complicated than the North Service Area Project as the pipeline will
27 traverse open farm land from Las Gallinas Valley Sanitary District through Catholic Youth
28 Organization (CYO) properties to the Hamilton Field area. He advised that ESA has been working
29 with the Bureau of Reclamation and the State and have completed the addendum. He further
30 advised that with the approval of the addendum tonight, the District will submit this document as part
31 of its revised SRF application to the State Water Resources Control Board for its consideration to
32 administer the CWSRF funding.

1 Mr. McIntyre answered questions from the Board including a question from Director Baker
2 regarding the pipeline's proximity to the Sonoma Marin Area Rail Transit (SMART) right-of-way. Mr.
3 McIntyre stated that the pipeline crossing of SMART tracks will be in the Hamilton area near Bolling
4 Circle and State Access Road and over Main Gate Road. Director Baker asked if CYO and SMART
5 will provide the necessary easements and Mr. McIntyre stated that both entities have stated that
6 they will.

7 On motion of Director Petterle, seconded by Director Fraites and unanimously carried the
8 Board: 1) Approved the Addendum to the Environmental Impact Report and adopted Resolution No.
9 11-29 entitled, "Resolution Of The Board Of Directors Of North Marin Water District -Approval Of
10 The South Service Area Supplemental Environmental Assessment/Addendum To The North Bay
11 Water Recycling Program EIR/EIS Prepared For The United States Bureau Of Reclamation And
12 State Water Resources Control Board As Part Of Consideration Of Issuance Of Funding Under
13 Public Law Title XVI And The Clean Water State Revolving Fund Program, And Finding That
14 Addendum Is Consistent With The Aforementioned EIR/EIS";

15 2) Authorized the General Manager or his assignee to file the Notice of Determination with
16 the Marin County Clerk and State Clearinghouse; and

17 3) Established the Board of Directors as custodian of the documents.

18 **CHANGE ORDER TO NUTE ENGINEERING CONTRACT FOR RECYCLED WATER PROJECT**
19 **SOUTH SERVICE AREA**

20 Drew McIntyre presented a change order to the Nute Engineering Contract to perform
21 additional engineering services for the Recycled Water Project South Service Area. He advised that
22 Nute Engineering performed all the design work for the Recycled Water South Service Area that
23 included the pipeline, transmission and distribution system. He stated that there are unforeseen
24 changes to the original scope of work with additional tasks, i.e. easements preparation and SMART
25 permit applications and additional engineering services for the SMART crossing at Olive Avenue
26 (part of the Recycled Water North Service Area). Mr. McIntyre further stated that with the previous
27 Change Orders 1 through 4, Nute Engineering was authorized a total of \$66,000 outside of the
28 original contract. He said that during the development of the design, Nute has identified eight other
29 tasks that were not anticipated during the preparation of the original proposal. Mr. McIntyre
30 highlighted a few of the additional tasks including: pavement overlay required by the City of Novato
31 on Hamilton Meadow Park streets, Main Gate Road bridge structural calculations to demonstrate
32 that the pipeline can be safely installed on the Main Gate Bridge, separate the project into three
33 separate bid documents; add additional work related to the Reservoir Hill tank project.

1 Mr. McIntyre said that the original amount for change order No. 5 was \$71,000 and he met
2 with Nute Engineering and negotiated the amount to \$56,246 by taking more of a cost-sharing
3 approach on progress meetings, and Nute agreed to reduce the 10% profit on all tasks except for
4 the Reservoir Hill Tank overflow line. He advised that he felt the cost is reasonable and that Mr.
5 Nute is present tonight to answer any questions.

6 Director Baker asked if the pavement overlay is a reasonable request by the City of Novato
7 and Mr. Nute responded that this issue has been negotiated with the City, and it will be a partial
8 overlay in some of the areas. He said that these are fairly new streets that are being trenched
9 through.

10 On motion of Director Baker, seconded by Director Rodoni the Board unanimously
11 authorized the General Manager to execute Change Order No. 5 to Nute Engineering to perform
12 additional recycled water design-related tasks for the Novato South Service Area project in the
13 amount of \$56,246.

14 **RECYCLED WATER ONSITE RETROFIT DESIGN PROJECT – AGREEMENT FOR DESIGN**
15 **SERVICES WITH HYDROSCIENCE ENGINEERS**

16 Ryan Grisso stated that as part of the North Bay Recycled Water Program expansion of
17 recycled water in Novato, the District has identified 75 existing customers to receive recycled water.
18 He reminded the Board that pursuant to Regulation 18, the District requires the use of recycled
19 water for new and existing customers should recycled water become available and that the District
20 will pay the reasonable capital costs of retrofitting the water service on existing customer's side of
21 the water service meter. He said that 53 of the sites will require retrofitting by September 2012. He
22 described the scope of work for the retrofit project that includes evaluating the existing irrigation
23 system, documenting all points of connection, preparing final design drawings and coordinating plan
24 review with the Department of Public Health and preparing design plans for bid documents for the
25 construction work.

26 Mr. Grisso said that the agreement before the Board tonight is for 21 sites that includes
27 Valley Memorial Cemetery and Fireman's Fund in the North Service Area and Meadow Park
28 Homeowners and Bay Vista in Hamilton in the South Service Area. He said that staff sent out a
29 Statement of Qualifications and selected the highest ranking firm, HydroScience Engineers,
30 because of their experience and proposal approach.

31 Mr. McIntyre addressed the financial impact. He said that pursuant to the SRF loan
32 application and State Board policy, on-site retrofit for public properties will be funded but not private
33 properties. He said the District is accelerating on-site retrofit work into this year to capture as much

1 of the 25% federal grant monies by September 2012. He said the SRF loan will cover city properties
2 and school ball fields; but Valley Memorial and Fireman's Fund project funding will be paid from
3 District reserve funds.

4 Director Rodoni asked if the contingency amount in the contract is higher than normal. Mr.
5 Grisso stated that an evaluation of existing pumps and engineering of new pump system stations on
6 a per site basis is included in the contingency with a projected cost for each site.

7 Mr. Grisso introduced Curtis Lam of HydroScience Engineers and Mr. Lam provided a brief
8 description of his firm and its current projects.

9 Mr. McIntyre stated that Mr. Grisso has done a great job with public outreach and staff
10 expects that questions from customers and homeowners will continue during the project. He said
11 that as of now, there have been no negative comments.

12 On motion of Director Petterle, seconded by Director Rodoni, and unanimously carried, the
13 Board authorized the General Manager to execute an agreement with HydroScience Engineers for a
14 not to exceed fee of \$245,000 plus a contingency of \$49,000.

15 Mr. Nute and Mr. Lam left the meeting.

16 **RECYCLED WATER EXPANSION TO THE NORTH SERVICE AREA - SEGMENT 2**
17 **CONSTRUCTION PROJECT – APPROVE BID ADVERTISEMENT**

18 Mr. McIntyre stated that Segment 2 of the North Service Area Recycled Water Expansion
19 Project includes installation of 10,000 feet of 12-inch pipeline along Olive Avenue west of Summers
20 Avenue intersection and on Redwood Boulevard north of Olive Avenue and on Wood Hollow to the
21 Meadow Crest Road intersection. He said that the engineer's estimate is \$2M. He said the
22 contractor will be given the option to directional drill or open cut except for the area of the SMART
23 railroad crossing which will be directional drill.

24 On motion of Director Petterle, seconded by Director Baker and unanimously carried, the
25 Board authorized bid advertisement of the Recycled Water Expansion North Service Area –
26 Segment 2 construction project.

27 **RECYCLED WATER NORTH SERVICE AREA EXPANSION - SEGMENT 3 PROJECT: AWARD**
28 **CONSTRUCTION CONTRACT**

29 Mr. McIntyre said that the Board had authorized staff to advertise for Segment 3 in July and
30 22 contractors attended the mandatory pre-bid meeting and six bids were received at the bid
31 opening on August 16, 2011. He said the bids ranged from \$1.5M to \$2.2M and the engineer's
32 estimate was \$1.75M. He said that Ghilotti Construction's bid came in the lowest and was 11%
33 below the engineer's cost estimate. Mr. McIntyre advised that The Covello Group is the construction

1 manager and they evaluated the bid and concluded that Ghilotti Construction's bid was responsive
2 and responsible. He further advised that this information was forwarded to the District legal counsel
3 and they confirmed Covello Group's finding.

4 Mr. McIntyre informed the Board that the Plum Street Recycled Water Tank Rehabilitation
5 Project Notice to Proceed was issued on August 29 and contractors are expected on site in late
6 September.

7 Director Rodoni asked staff to come back with the impact the recycled water projects will
8 have on District financial planning and its reserves.

9 Mr. DeGabriele commented that staff has had preliminary discussions on the financial
10 impacts and noted that construction costs are escalating.

11 On motion of Director Baker, seconded by Director Fraites and unanimously carried, the
12 Board approved award of the Segment 3 construction contract to Ghilotti Construction and
13 authorized the General Manager to execute an agreement with Ghilotti Construction.

14 The General Manager congratulated Mr. McIntyre for the great job that he is doing bringing
15 all of the recycled water projects forward; it's a huge job and the District is lucky to have Drew to
16 carry out the tasks.

17 Mr. McIntyre stated that his entire department is supporting him with these projects.

18 ***INFORMATION ITEMS***

19 ***WATER CONSERVATION YEAR END REPORT (JULY 2010 THROUGH JUNE 2011)***

20 Ryan Grisso presented the Water Conservation Year End Report. He stated that the rebate
21 amount for high efficiency toilets have been reduced to \$75 and he will advise the Board if that has
22 an effect on the number of future rebate requests. He said that reduction in participation in the
23 washer rebate program has not been realized even though the rebate amount has been reduced
24 from \$75 in FY 11 to \$50 in FY 12. Mr. Grisso said that there has been a significant reduction in
25 retrofit on resale certificates and he opined that it may be due to the poor real estate market. He
26 said that Cash for Grass rebates are down with only 50 projects rebated in FY 11. He summarized
27 the remaining programs and noted that participation has remained the same or decreased from prior
28 years.

29 Mr. Grisso addressed the public outreach and the "Water Smart" branding of the programs.
30 He said that the spring 2011 WaterLine focused on water supply and included the water quality
31 report for West Marin and Novato. He advised that staff attends the farmer's market and that the
32 District is actively maintaining a District Facebook page and explained that this is a modern way to

1 connect with customers. He stated that the District is also working on establishing a YouTube video
2 page.

3 Mr. Grisso stated that staff is recommending adopting the use of the term "Water Use
4 Efficiency" rather than "Water Conservation". He said that in the last few years there has been a
5 negative connotation associated with water conservation and rate increases and noted that other
6 utilities have switched to the term "water use efficiency". Mr. Grisso advised that water conservation
7 expenditures in FY 11 were below budget mainly due to a reduction in washer rebate levels and
8 cash for grass participation.

9 Director Baker said that he understands Mr. Grisso's reasoning, however, in the North Bay,
10 the term "conservation" is still very popular.

11 Director Schoonover opined that "water use efficiency" is a "nebulous term" and does not tell
12 people how to conserve.

13 Mr. DeGabriele stated that using "water use efficiency", the connotation the customer may
14 take away is that by being more water efficient money and water will be saved. He further stated that
15 "water conservation" provides the connotation that this is a requirement to save water. Mr.
16 DeGabriele said that, in the North Bay, water conservation has been linked with maintaining water in
17 the Russian River for the fisheries and that both terms are good. He said that Ryan's idea of
18 promoting "water use efficiency" enables the customer to take responsibility for water use.

19 There were many comments from the Board, and Mr. Grisso will bring the subject back to
20 the Board for further discussion.

21 ***MISCELLANEOUS***

22 The Board received the following miscellaneous items: Disbursements, Save Our Water ad,
23 Letter from PG&E, Letter from Assembly Member Huffman Re GFOA Certificate of Achievement,
24 Letter from Senator Mark Leno Re GFOA Certificate of Achievement, Letter from Customer, Letter
25 to Senator Mark Leno Re AB 646, History of Stafford Lake, and Salinity Notice.

26 The Board received the following news articles: Brown Appoints Chuck Bonham as New
27 DFG Director; Troubled SMART Rail Line Taps Marin Official as Its Leader, San Rafael and Novato
28 Water Recycling Plants Get Funding Help, Brown's Decision Means Wide-Open Race in Sonoma
29 County's 1st District.

30 **CLOSED SESSION**

31 President Schoonover adjourned the Board into closed session at 9:05 in accordance with
32 Government Code Section 54957.6; Conference with Labor Negotiators; District's Designated

Representatives – Chris DeGabriele and David Bentley; Employee Organization – North Marin
Water District Employee Association.

OPEN SESSION

Upon returning to regular session at 9:19 p.m., President Schoonover stated that during the
closed session the Board had discussed the issues and no reportable action had been taken.

ADJOURNMENT

President Schoonover adjourned the meeting at 9:20 p.m.

Submitted by

Renee Roberts
District Secretary

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NORTH MARIN WATER DISTRICT
MONTHLY PROGRESS REPORT FOR August 2011
September 20, 2011

1.

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

Month	FY11/12	FY10/11	FY09/10	FY08/09	FY07/08	12 vs 11 %
July	371	379	360	419	417	-2%
August	365	368	367	417	416	-1%
FYTD Total	736	747	727	836	832	-2%

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

Month	FY11/12	FY10/11	FY09/10	FY08/09	FY07/08	11 vs 10 %
July	9.2	9.9	10.0	11.8	11.5	-7%
August	9.4	9.9	10.6	11.9	11.5	-5%
FYTD Total	18.7	19.8	20.6	23.7	23.0	-6%

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

Month	FY11/12	FY10/11	FY09/10	FY08/09	FY07/08	11 vs 10 %
July	115	109	152	131	131	6%
August	126	108	150	128	121	17%
FYTD Total	241	217	302	259	251	11%

Recycled Water Production - in Million Gallons - FY to Date

Month	FY11/12	FY10/11	FY09/10	FY08/09	FY07/08	11 vs 10 %
July	11.0	11.9	12.0	13.6	13.4	-8%
August	12.2	11.2	12.9	13.6	12.7	9%
FYTD Total	23.2	23.2	24.9	27.3	26.1	0%

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use\production.xls\mo rpt

2. Stafford Lake Data

	August Normal	August 2010	August 2011
Rainfall this month	0.00 Inches	0.00 Inches	0.00 Inches
Rainfall this FY to date	0.00 Inches	0.00 Inches	0.00 Inches
Lake elevation*	188.10 Feet	187.20 Feet	186.70 Feet
Lake storage**	870.00 MG	812.00 MG	786.20 MG

* Spillway elevation is 196.0 feet

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

Temperature (in degrees)

	Minimum	Maximum	Average
August 2010	45	115	67
August 2011 (STP)	50	98	77
August 2011 (Novato)	53	113	87

3. Number of Services

August 31	Novato Water			Recycled Water			West Marin Wtr			Oceana Marin Swr		
	FY12	FY11	Incr %	FY12	FY11	Incr %	FY12	FY11	Incr %	FY12	FY11	Incr %
Total meters installed	20,742	20,733	0.0%	3	3	0.0%	818	815	0.4%	-	-	-
Total meters active	20,470	20,450	0.1%	2	3	-33%	772	770	0.3%	-	-	-
Active dwelling units	23,863	23,877	-0.1%	0	0	-	805	803	0.2%	227	226	0.4%

4. Oceana Marin Monthly Status Report (August)

Description	FY 10-11	FY 11-12
Effluent Flow Volume (MG)	0.56	0.57
Irrigation Field Discharge (MG)	1.00	0.77
Treatment Pond Freeboard (ft)	4.9	3.4
Storage Pond Freeboard (ft)	7.3	7.7

5. Developer Projects Status Report (August)

Job No.	Project	% Complete	% This month
2743	Warner Creek Senior Housing	1	1

District Projects Status Report - Const Dept (August)

Job No.	Project	% Complete	% This month
7067	So. Novato Blvd/Rowland Main Break Repair	70	40
8716.08	City Paving Coordination	16	8

Employee Hours to Date, FY 11/12

As of Pay Period Ending August 31, 2011

Percent of Fiscal Year Passed = 12%

Developer Projects	Actual	Budget	% YTD Budget	District Projects	Actual	Budget	% YTD Budget
Construction	36	1,800	2	Construction	996	4,944	20
Engineering	114	1,393	8	Engineering	1375	5,564	25

6. Safety/Liability

	Industrial Injury with Lost Time				Liability Claims Paid	
	Lost Days	OH Cost of Lost Days (\$)	No. of Emp. Involved	No. of Incidents	Incurred (FYTD)	Paid (FYTD) (\$)
FY through August 11	0	0	0	0	0	0
FY through August 10	0	0	0	0	0	\$1,957

Days without a lost time accident through August 31, 2011 = 174 days

7.

FYE		July			Fiscal Year-to-Date thru July		
		Kwh	¢/Kwh	Cost/Day	Kwh	¢/Kwh	Cost/Day
2012	Stafford TP	98,727	16.4¢	\$540	98,727	16.4¢	\$540
	Pumping	276,765	14.0¢	\$1,111	276,765	14.0¢	\$1,111
	Other*	43,263	21.3¢	\$307	43,263	21.3¢	\$307
		418,755	15.4¢	\$1,649	418,755	15.4¢	\$1,649
2011	Stafford TP	94,500	17.0¢	\$535	94,500	17.0¢	\$535
	Pumping	206,319	15.0¢	\$997	206,319	15.0¢	\$997
	Other*	49,889	20.4¢	\$351	49,889	20.4¢	\$351
		350,708	16.3¢	\$1,905	350,708	16.3¢	\$1,905
2010	Stafford TP	124,200	15.8¢	\$615	124,200	15.8¢	\$615
	Pumping	183,574	15.5¢	\$981	183,574	15.5¢	\$981
	Other*	48,036	20.6¢	\$341	48,036	20.6¢	\$341
		355,810	16.3¢	\$1,933	355,810	16.3¢	\$1,933

*Other includes West Marin Facilities

8. Water Conservation Update (August)

	Month of August 2011	FY to Date	Program Total to Date
High Efficiency Toilet (HET) Rebate (\$150 each)	28	52	2238
Retrofit Certificates Filed	36	54	4237
Cash for Grass Rebates Paid Out	7	10	459
Washing Machine Rebates	31	56	5593
Water Smart Home Survey	48	48	1433

NORTH MARIN WATER DISTRICT

Summary of Complaints & Service Order August 2011

Prepared: 09/09/11

Type	Aug-11	Aug-10	Action Taken August 2011
<u>Consumers' System Problems</u>			
Consumer Service Line Leaks	29	14	Notified Customer
Meter Leak Consumer's Side	0	0	~
House Plumbing	0	0	~
Noisy Plumbing	0	1	~
Seepage or Other	0	0	~
House Valve / Meter Off	11	7	Turned Back On
Nothing Found	12	5	Notified Customer
Low Pressure	1	2	Pressure @ 70 PSI. Customer Notified.
High Pressure	1	0	Pressure @ 60 PSI. Customer Notified.
Water Waster Complaints	0	0	~
Total	54	29	
<u>Service Repair Reports</u>			
Register Replacements	0	0	~
Meter Replacement	2	2	Notified Customer
Meter Box Alignment	0	0	~
Meter Noise	0	0	~
Dual Service Noise	0	0	~
Box and Lids	0	0	~
Water Off/On Due To Repairs	6	5	Notified Customer
Misc. Field Investigation	5	5	Notified Customer
Total	13	12	
<u>Leak Complaints</u>			
Main-Leak	0	1	~
Mains-Nothing Found	0	0	~
Mains-Damage	0	0	~
Service- Leak	18	16	Repaired
Services-Nothing Found	1	3	Notified Customer
Service-Damaged	0	0	~
Fire Hydrant-Leak	2	2	Repaired
Fire Hydrants-Nothing Found	0	0	~
Fire Hydrants-Damaged	0	0	~
Meter Replacement	0	0	~
Meters-Leak	0	0	~
Meters-Nothing Found	0	0	~
Meters Damaged	0	0	~
Washer Leaks	16	11	Replaced
Total	37	33	
<u>High Bill Complaints</u>			
Consumer Leaks	17	23	Notified Customer
Meter Testing	0	0	~
Meter Misread	3	5	Notified Customer
Nothing Found	32	49	Notified Customer
Projected Consumption	0	0	~
Excessive Irrigation	4	4	Notified Customer
Total	56	81	

NORTH MARIN WATER DISTRICT

Summary of Complaints & Service Order August 2011

Prepared: 09/09/11

Type	Aug-11	Aug-10	Action Taken August 2011
<u>Low Bill Reports</u>			
Meter Misread	0	0	~
Stuck Meter	0	0	~
Nothing Found	1	0	Notified Customer
Projected Consumption	0	0	~
Minimum Charge Only	0	0	~
Total	1	0	
<u>Water Quality Complaints</u>			
Taste and Odor	2	3	<i>Customer reported bad tasting water. (Windwalker Way)</i> Lab noted only chlorine odor in samples. Consumer reported bad taste was gone. All chemistry results were normal for NMWD water. <i>Customer reported bad tasting water. (Margaret Ct)</i> Bad taste due to pressurized hose. All chemistry results were normal for NMWD water.
Color	0	0	~
Turbidity	0	0	~
Suspended Solids	0	1	~
Other	1	2	<i>Customer reported white residue on the windows & staining on a trex deck. (Oak Valley Dr)</i> Hardness and other analysis normal for NMWD supply. Customer was notified of results.
Total	3	6	
TOTAL FOR MONTH:	164	161	2%
<u>Fiscal YTD Summary</u>			
Consumer's System Problems	86	59	46%
Service Repair Report	19	30	-37%
Leak Complaints	70	74	-5%
High Bill Complaints	80	102	-22%
Low Bills	1	2	-50%
Water Quality Complaints	9	8	13%
Total	265	275	-4%
<u>Change Primarily Due To</u>			
			Increase In Consumer Line Leaks
			Decrease in Water Off/On To Repairs
			Decrease In Meter Replacement
			Decrease In "Nothing Found"
			Decrease In "Nothing Found"
			Increase In Taste & Odor

NORTH MARIN WATER DISTRICT

Summary of Complaints & Service Order August 2011

Prepared: 09/09/11

Type	Aug-11	Aug-10	Action Taken August 2011
<u>"In House" Generated and Completed Work Orders</u>			
<u>Check Meter:</u> possible consumer/District leak, high bill, flooded, need read, etc.	353	410	
<u>Change Meter:</u> leaks, hard to read	8	12	
<u>Possible Stuck Meter</u>	3	3	
<u>Repair Meter:</u> registers, shut offs	0	0	
<u>Replace Boxes/Lids</u>	12	1	
<u>Hydrant Leaks</u>	0	0	
<u>Trims</u>	26	52	
<u>Dig Outs</u>	72	141	
<u>Letters to Consumer:</u> meter obstruction, trims, bees, gate access, etc.	0	4	
<u>Misc:</u> locate meter, get meter number, cross connection follow ups, kill service, etc.	0	0	
	474	623	

Bill Adjustments Under Board Policy:

August 11 vs. August 10

Aug-11	31	\$6,160
Aug-10	26	\$10,956

Fiscal Year to Date vs. Prior FYTD

11/12 FYTD	46	\$8,344
10/11 FYTD	46	\$16,337

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6

MEMORANDUM

To: Board of Directors

September 16, 2011

From: Drew McIntyre, Chief Engineer *DM*

Re: Winzler & Kelly General Services Agreement

Z:\NON JOB No ISSUES\CONTRACTS\Consultants\Winzler & Kelly\FY11-12\Agmts_Memos\W&K Genl Servs Agmt BOD memo 9_11.doc

RECOMMENDED ACTION: That the Board authorize the General Manager to execute a General Consulting Services Agreement between NMWD and Winzler & Kelly with a not to exceed limit of \$30,000

FINANCIAL IMPACT: \$30,000

The amount of required engineering work related to recycled water expansion, aqueduct relocation and other planned District Capital Improvement Project (CIP) work continues to necessitate outsourcing of various engineering services on an as-needed basis. The District currently has general engineering services contracts with various consulting firms including Winzler & Kelly, CSW/Stuber-Stroeh, Miller Pacific Engineering Group, Nute Engineering, Edie Robbins, White & Prescott and Aberegg Drafting Services. The purpose of this memo is to request a new General Consulting Services Agreement with Winzler & Kelly. Attached is an agreement for Winzler & Kelly to provide outsourcing support for engineering services to assist staff with District workload demands with a not-to-exceed limit of \$30,000. Winzler & Kelly has a long and proven track record with the District in providing high quality and responsive services at reasonable costs. To best meet project demands, a General Consulting Services Agreement is desired and will be executed with individual task orders on a job-by-job basis. One of the first task orders to be funded through this Agreement will be for permitting and design assistance related to replacement of the failed Pt. Reyes Well No. 3. This first task order will be approximately \$15,500. Currently there is a \$1,505.00 balance in their existing contract authorized by the Board on August 18, 2009. Work tasks completed by Winzler & Kelly under the prior General Consulting Services Agreement are shown in the table below. The balance remaining from the existing agreement of \$1,505 will be expended toward this task order and the remainder of \$14,045 will be charged to the new contract.

<i>Task</i>	<i>Total Billings</i>
Whole Foods (developer job)	\$2,784
Renew Intertie with MMWD	\$6,211
2 nd Feed to Amaroli Tank	\$6,841
Marin Sonoma Narrows	\$936
Crest Tank No. 2	\$1,098
Recycled Water North Service Area	\$624
TOTAL	\$18,495

Approved by GM *CD*

Date *9/16/2011*

It is important to note that the services provided by Winzler & Kelly are offered under the direct project management of Mr. Mark Soldati on a time and expense basis. For all authorized tasks, Mr. Soldati will serve as the project manager unless otherwise approved by the District.

RECOMMENDATION

That the Board authorize the General Manager to execute a General Consulting Services Agreement between NMWD and Winzler & Kelly with a not-to-exceed limit of \$30,000.

AGREEMENT FOR CONSULTING SERVICES

The following is an agreement between **North Marin Water District**, hereinafter "**NMWD**", and Winzler & Kelly, 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. The scope of work covered by this agreement shall include on-site assistance and/or project management under District staff supervision. The designated project manager from Winzler & Kelly shall be Mark Soldati. 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 Attachment 1 of this agreement. Agreement cost shall not exceed \$30,000 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, 2012, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance, the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed.

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

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

Consultant:
Winzler & Kelly
2235 Mercury Way, Suite 150
Santa Rosa, CA 95407
Attention: Mark Soldati

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

**WINZLER & KELLY
"CONSULTANT"**

Dated: _____

Mark Soldati

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MEMORANDUM

To: Board of Directors
From: Chris DeGabriele, General Manager
Subject: Request Governor Brown Veto Senate Bill 293
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September 16, 2011

RECOMMENDED ACTION:

FINANCIAL IMPACT:

Senate Bill 293 (Attachment 1) was passed by the State Legislature and sent to the Governor on September 14, 2011. The bill limits contract payment retentions on public works projects to just 5%, down from the current 10% standard used by NMWD. This will shift costs to NMWD at a time when budgets are already cut and stretched thin. The District is wary of a 5% retention on its construction contracts which are competitively bid and typically awarded to the lowest responsible bidder, especially now that NMWD is expanding its recycled water program with significant costly projects. The Governor has until October 9 to make his decision on signing or vetoing the legislation.

RECOMMENDATION

Board authorize President Schoonover to sign a letter to Governor Brown (Attachment 2) requesting a veto of Senate Bill 293.

Approved by GM CD
Date 9/16/2011

Senate Bill No. 293

Passed the Senate September 8, 2011

Secretary of the Senate

Passed the Assembly September 7, 2011

Chief Clerk of the Assembly

This bill was received by the Governor this _____ day
of _____, 2011, at _____ o'clock ____M.

Private Secretary of the Governor

CHAPTER _____

An act to amend Section 7108.5 of the Business and Professions Code, to amend Sections 8612 and 9560 of, and to amend and repeal Section 3252 of, the Civil Code, and to amend Sections 10262 and 10262.5 of, to amend, repeal, and add Section 10261 of, and to add and repeal Section 7201 of, the Public Contract Code, relating to payment bonds.

LEGISLATIVE COUNSEL'S DIGEST

SB 293, Padilla. Payment bonds: laborers.

(1) Existing law requires that, for private and public works of improvement, and in a public works contract, a prime contractor or subcontractor pay to any subcontractor, not later than 10 days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amount allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein, as prescribed.

This bill would, instead, require that those amounts be paid not later than 7 days after receipt of each progress payment.

(2) Existing law, until July 1, 2012, requires, with regard to a contract entered into on or after January 1, 1995, in order to enforce a claim upon any payment bond given in connection with a public work, that a claimant give the 20-day public work preliminary bond notice, as provided. Existing law further authorizes a claimant, if the 20-day public work preliminary bond notice was not given as prescribed by statute, to enforce a claim by giving written notice to the surety and the bond principal, as provided, within 15 days after recordation of a notice of completion, or if no notice of completion has been recorded, within 75 days after completion of the work of improvement.

This bill would provide, with regard to a contract entered into on or after January 1, 2012, and until July 1, 2012, if the 20-day public work preliminary bond notice was required to be given by a person who has no direct contractual relationship with the contractor, and who has not given that notice, that person may enforce a claim by giving written notice to the surety and the bond principal within 15 days after recordation of a notice of completion,

or if no notice of completion has been recorded, within 75 days after completion of the work of improvement, as specified. The bill would provide that these provisions do not apply to a laborer, as specified, or if all progress payments, except for those disputed in good faith, have been made to a subcontractor who has a direct contractual relationship with the general contractor to whom the claimant has provided materials or services, or the subcontractor has been terminated from the project, as specified, and all progress payments, except those disputed in good faith, were made as of the termination date.

(3) Existing law, operative July 1, 2012, requires a claimant to give a preliminary notice to enforce his or her claim against a payment bond given in connection with a private or public work of improvement, and allows the claimant, if he or she did not give a preliminary notice, to enforce his or her claim by giving written notice to the surety and bond principal within 15 days after recordation of a notice of completion, or if no notice of completion has been recorded, within 75 days after completion of the work of improvement.

This bill would provide, if the preliminary notice was required to be given by a person who has no direct contractual relationship with the contractor, and who has not given that notice, that person may enforce a claim by giving written notice to the surety and the bond principal within 15 days after recordation of a notice of completion, or if no notice of completion has been recorded, within 75 days after completion of the work of improvement, as specified. The bill also would provide that these provisions do not apply to a laborer, as specified, or if all progress payments, except for those disputed in good faith, have been made to a subcontractor who has a direct contractual relationship with the general contractor to whom the claimant has provided materials or services, or the subcontractor has been terminated from the project, as specified, and all progress payments, except those disputed in good faith, were made as of the termination date.

(4) Existing law authorizes the Department of General Services, or any other department with authority to enter into contracts, to contract with suppliers for goods and services and for public works. Existing law provides that in a contract relating to the construction of a public work of improvement between the public entity and original contractor, the original contractor and a subcontractor,

and in a contract between a subcontractor and any subcontractor thereunder, the percentage of retention proceeds withheld cannot exceed the percentage specified in the contract between the public entity and the original contractor.

This bill would instead, until January 1, 2016, prohibit retention proceeds from exceeding 5% of the payment, as specified, for those contracts entered into on or after January 1, 2012, between a public entity, as defined, and an original contractor, between an original contractor and a subcontractor, and between all subcontractors thereunder. The bill would exempt a contract from this provision if the contractor notified the subcontractor that a bond is required, and the subcontractor failed to furnish the contractor with the bond.

(5) Existing law contains various provisions relating to contracts for the performance of public works of improvement, including provisions for the payment of progress payments and the disbursing and withholding of retention proceeds. Existing law prohibits progress payments upon these contracts from being made in excess of 95% of the percentage of actual work completed plus a like percentage of the value of material delivered, as specified, and requires the Department of General Services to withhold not less than 5% of the contract price until final completion and acceptance of the project.

This bill would instead, until January 1, 2016, prohibit progress payments upon these contracts from being made in excess of 100% of the percentage of actual work completed, and would permit the Department of General Services to withhold not more than 5% of the contract price until final completion and acceptance of the project, except as specified.

The people of the State of California do enact as follows:

SECTION 1. Section 7108.5 of the Business and Professions Code is amended to read:

7108.5. (a) A prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good

faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount.

(b) Any violation of this section shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

(c) In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs.

(d) The sanctions authorized under this section shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal.

(e) This section applies to all private works of improvement and to all public works of improvement, except where Section 10262 of the Public Contract Code applies.

SEC. 2. Section 3252 of the Civil Code is amended to read:

3252. (a) With regard to a contract entered into on or after January 1, 1995, in order to enforce a claim upon any payment bond given in connection with a public work, a claimant shall give the 20-day public work preliminary bond notice as provided in Section 3098.

(b) On and after January 1, 1995, and before July 1, 2012, if the 20-day public work preliminary bond notice was not given as provided in Section 3098, a claimant may enforce a claim by giving written notice to the surety and the bond principal as provided in Section 3227 within 15 days after recordation of a notice of completion. If no notice of completion has been recorded, the time for giving written notice to the surety and the bond principal is extended to 75 days after completion of the work of improvement.

(c) Commencing January 1, 2012, and except as provided in subdivision (b), if the 20-day public work preliminary bond notice was required to be given by a person who has no direct contractual relationship with the contractor, and who has not given notice as provided in Section 3098, that person may enforce a claim by giving written notice to the surety and the bond principal, as provided in Section 3227, within 15 days after recordation of a notice of completion. If no notice of completion has been recorded, the time for giving written notice to the surety and the bond

principal is extended to 75 days after completion of the work of improvement.

(d) Subdivision (c) shall not apply in either of the following circumstances:

(1) All progress payments, except for those disputed in good faith, have been made to a subcontractor who has a direct contractual relationship with the general contractor to whom the claimant has provided materials or services.

(2) The subcontractor who has a direct contractual relationship with the general contractor to whom the claimant has provided materials or services has been terminated from the project pursuant to the contract, and all progress payments, except those disputed in good faith, have been made as of the termination date.

(e) Pursuant to subdivision (a) of Section 3097 and subdivision (c) of Section 3098, this section shall not apply to a laborer, as defined in Section 3089.

(f) This section shall become inoperative on July 1, 2012, and, as of January 1, 2013, is repealed, unless a later enacted statute, that becomes operative on or before January 1, 2013, deletes or extends the dates on which it becomes inoperative and is repealed.

SEC. 3. Section 8612 of the Civil Code is amended to read:

8612. (a) In order to enforce a claim against a payment bond under this title, a claimant shall give the preliminary notice provided in Chapter 2 (commencing with Section 8200).

(b) If preliminary notice was not given as provided in Chapter 2 (commencing with Section 8200), a claimant may enforce a claim by giving written notice to the surety and the bond principal within 15 days after recordation of a notice of completion. If no notice of completion has been recorded, the time for giving written notice to the surety and the bond principal is extended to 75 days after completion of the work of improvement.

(c) Commencing July 1, 2012, and except as provided in subdivision (b), if the preliminary notice was required to be given by a person who has no direct contractual relationship with the contractor, and who has not given notice as provided in Chapter 2 (commencing with Section 8200), that person may enforce a claim by giving written notice to the surety and the bond principal, as provided in Section 8614, within 15 days after recordation of a notice of completion. If no notice of completion has been recorded, the time for giving written notice to the surety and the bond

principal is extended to 75 days after completion of the work of improvement.

(d) Subdivision (c) shall not apply in either of the following circumstances:

(1) All progress payments, except for those disputed in good faith, have been made to a subcontractor who has a direct contractual relationship with the general contractor to whom the claimant has provided materials or services.

(2) The subcontractor who has a direct contractual relationship with the general contractor to whom the claimant has provided materials or services has been terminated from the project pursuant to the contract, and all progress payments, except those disputed in good faith, have been made as of the termination date.

(e) Pursuant to Section 8200, this section shall not apply to a laborer, as defined under Section 8024.

(f) This section shall become operative on July 1, 2012.

SEC. 4. Section 9560 of the Civil Code is amended to read:

9560. (a) In order to enforce a claim against a payment bond, a claimant shall give the preliminary notice provided in Chapter 3 (commencing with Section 9300).

(b) If preliminary notice was not given as provided in Chapter 3 (commencing with Section 9300), a claimant may enforce a claim by giving written notice to the surety and the bond principal within 15 days after recordation of a notice of completion. If no notice of completion has been recorded, the time for giving written notice to the surety and the bond principal is extended to 75 days after completion of the work of improvement.

(c) Commencing July 1, 2012, and except as provided in subdivision (b), if the preliminary notice was required to be given by a person who has no direct contractual relationship with the contractor, and who has not given notice as provided in Chapter 3 (commencing with Section 9300), that person may enforce a claim by giving written notice to the surety and the bond principal, as provided in Section 9562, within 15 days after recordation of a notice of completion. If no notice of completion has been recorded, the time for giving written notice to the surety and the bond principal is extended to 75 days after completion of the work of improvement.

(d) Subdivision (c) shall not apply in either of the following circumstances:

(1) All progress payments, except for those disputed in good faith, have been made to a subcontractor who has a direct contractual relationship with the general contractor to whom the claimant has provided materials or services.

(2) The subcontractor who has a direct contractual relationship with the general contractor to whom the claimant has provided materials or services has been terminated from the project pursuant to the contract, and all progress payments, except those disputed in good faith, have been made as of the termination date.

(e) Pursuant to Section 9300, this section shall not apply to a laborer, as defined under Section 8024.

(f) This section shall become operative on July 1, 2012.

SEC. 5. Section 7201 is added to the Public Contract Code, to read:

7201. (a) (1) This section shall apply with respect to all contracts entered into on or after January 1, 2012, between a public entity and an original contractor, between an original contractor and a subcontractor, and between all subcontractors thereunder, relating to the construction of any public work of improvement.

(2) Under no circumstances shall any provision of this section be construed to limit the ability of any public entity to withhold 150 percent of the value of any disputed amount of work from the final payment, as provided for in subdivision (c) of Section 7107. In the event of a good faith dispute, nothing in this section shall be construed to require a public entity to pay for work that is not approved or accepted in accordance with the proper plans or specifications.

(3) For purposes of this section, "public entity" means the state, including every state agency, office, department, division, bureau, board, or commission, the California State University, the University of California, a city, county, city and county, including charter cities and charter counties, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(b) (1) The retention proceeds withheld from any payment by a public entity from the original contractor, by the original contractor from any subcontractor, and by a subcontractor from any subcontractor thereunder shall not exceed 5 percent of the payment. In no event shall the total retention proceeds withheld

exceed 5 percent of the contract price. In a contract between the original contractor and a subcontractor, and in a contract between a subcontractor and any subcontractor thereunder, the percentage of the retention proceeds withheld shall not exceed the percentage specified in the contract between the public entity and the original contractor.

(2) This subdivision shall not apply if the contractor provides written notice to the subcontractor, pursuant to subdivision (c) of Section 4108, prior to, or at, the time that the bid is requested, that bonds shall be required, and the subcontractor subsequently is unable or refuses to furnish to the contractor a performance and payment bond issued by an admitted surety insurer.

(3) Notwithstanding any other provision of this subdivision, the retention proceeds withheld from any payment by an awarding entity set forth in paragraphs (1) to (5), inclusive, of subdivision (a) of Section 10106, from the original contractor, by the original contractor from any subcontractor, and by a subcontractor from any subcontractor thereunder, may exceed 5 percent on specific projects where the director of the department has made a finding prior to the bid that the project is substantially complex and therefore requires a higher retention amount than 5 percent and the department includes both this finding and the actual retention amount in the bid documents. In a contract between the original contractor and a subcontractor, and in a contract between a subcontractor and any subcontractor thereunder, the percentage of the retention proceeds withheld shall not exceed the percentage specified in the contract between the department and the original contractor.

(4) Notwithstanding any other provision of this subdivision, the retention proceeds withheld from any payment by the awarding entity of a city, county, city and county, including charter cities and charter counties, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency, from the original contractor, by the original contractor from any subcontractor, and by a subcontractor from any subcontractor thereunder, may exceed 5 percent on specific projects where the governing body of the public entity or designee, including, but not limited to, a general manager or other director of an appropriate department, has approved a

finding during a properly noticed and normally scheduled public hearing and prior to bid that the project is substantially complex and therefore requires a higher retention amount than 5 percent and the awarding entity includes both this finding and the actual retention amount in the bid documents. In a contract between the original contractor and a subcontractor, and in a contract between a subcontractor and any subcontractor thereunder, the percentage of the retention proceeds withheld shall not exceed the percentage specified in the contract between the department and the original contractor.

(c) A party identified in subdivision (a) shall not require any other party to waive any provision of this section.

(d) This section shall remain in effect only until January 1, 2016, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2016, deletes or extends that date.

SEC. 6. Section 10261 of the Public Contract Code is amended to read:

10261. (a) Payments upon contracts shall be made as the department prescribes upon estimates made and approved by the department, but progress payments shall not be made in excess of 100 percent of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to or under the control of the state, and unused, except as otherwise provided in this section. The department shall withhold not more than 5 percent of the contract price until final completion and acceptance of the project. However, at any time after 95 percent of the work has been completed, the department may reduce the funds withheld to an amount not less than 125 percent of the estimated value of the work yet to be completed, as determined by the department, if the reduction has been approved, in writing, by the surety on the performance bond and by the surety on the payment bond. The Controller shall draw his or her warrants upon estimates so made and approved by the department and the Treasurer shall pay them. The funds may be released by electronic transfer if that procedure is requested by the contractor, in writing, and if the public entity has, in place at the time of the request, the mechanism for the transfer.

(b) Notwithstanding this section, when the director of the department has made a finding prior to the bid that a specified project is substantially complex and therefore requires a higher

retention amount than 5 percent, and the department includes both this finding and the actual retention amount in the bid documents, then payments upon contracts by the department shall be made as the department prescribes upon estimates made and approved by the department. However, progress payments shall not be made in excess of 95 percent of the percentage of actual work completed, plus a like percentage of the value of material delivered on the ground or stored, subject to, or under the control of the state, and unused, except as otherwise provided in this section. At any time after 95 percent of the work has been completed, the department may reduce the funds withheld to an amount not less than 125 percent of the estimated value of the work yet to be completed, as determined by the department, if the reduction has been approved, in writing, by the surety on the performance bond and by the surety on the payment bond. The Controller shall draw his or her warrants upon estimates so made and approved by the department and the Treasurer shall pay them with funds appropriated therefor. The funds may be released by electronic transfer if that procedure is requested by the contractor, in writing, and if the public entity has, in place at the time of the request, the mechanism for the transfer.

(c) This section shall remain in effect only until January 1, 2016, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2016, deletes or extends that date.

SEC. 7. Section 10261 is added to the Public Contract Code, to read:

10261. (a) On and after January 1, 2016, payments upon contracts shall be made as the department prescribes upon estimates made and approved by the department, but progress payments shall not be made in excess of 95 percent of the percentage of actual work completed plus a like percentage of the value of material delivered on the ground or stored subject to or under the control of the state, and unused, except as otherwise provided in this section. The department shall withhold not less than 5 percent of the contract price until final completion and acceptance of the project. However, at any time after 95 percent of the work has been completed, the department may reduce the funds withheld to an amount not less than 125 percent of the estimated value of the work yet to be completed, as determined by the department, if the reduction has been approved, in writing, by the surety on the performance bond and by the surety on the payment bond. The

Controller shall draw his or her warrants upon estimates so made and approved by the department and the Treasurer shall pay them. The funds may be released by electronic transfer if that procedure is requested by the contractor, in writing, and if the public entity has, in place at the time of the request, the mechanism for the transfer.

(b) This section shall become operative on January 1, 2016.

SEC. 8. Section 10262 of the Public Contract Code is amended to read:

10262. The contractor shall pay to his or her subcontractors, within seven days of receipt of each progress payment, the respective amounts allowed the contractor on account of the work performed by his or her subcontractors, to the extent of each subcontractor's interest therein. The payments to subcontractors shall be based on estimates made pursuant to Section 10261. Any diversion by the contractor of payments received for prosecution of a contract, or failure to reasonably account for the application or use of the payments constitutes ground for actions prescribed in Section 10253, in addition to disciplinary action by the Contractors' State License Board. The subcontractor shall notify, in writing, the Contractors' State License Board and the department of any payment less than the amount or percentage approved for the class or item of work as set forth in Section 10261.

SEC. 9. Section 10262.5 of the Public Contract Code is amended to read:

10262.5. (a) Notwithstanding any other law, a prime contractor or subcontractor shall pay to any subcontractor, not later than seven days after receipt of each progress payment, the respective amounts allowed the contractor on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the amount due on a progress payment from the prime contractor or subcontractor to a subcontractor, then the prime contractor or subcontractor may withhold no more than 150 percent of the disputed amount.

Any contractor who violates this section shall pay to the subcontractor a penalty of 2 percent of the amount due per month for every month that payment is not made. In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs.

(b) This section shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to a contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by a contractor or deficient subcontract performance or nonperformance by a subcontractor.

(c) On or before September 1 of each year, the head of each state agency shall submit to the Legislature a report on the number and dollar volume of written complaints received from subcontractors and prime contractors on contracts in excess of three hundred thousand dollars (\$300,000), relating to violations of this section.

Approved _____, 2011

Governor

DRAFT

September 21, 2011

The Honorable Edmund G. Brown, Jr.
Governor, State of California
State Capitol
Sacramento, CA 95814

RE: SB 293 (Padilla)—Request for Veto

Dear Governor Brown:

On behalf of the board members of North Marin Water District (NMWD), I am writing to respectfully request your veto of Senate Bill 293. NMWD provides water service to over 23,000 accounts (~61,000 people) in northern Marin County, California.

Current law requires retentions of *at least* five percent on public works projects, and NMWD requires a 10% retention on our competitively bid construction contracts. Unfortunately, section five of SB 293 would put scarce resources for NMWD water service and other core public services at risk:

- Five percent retention on our projects is often simply inadequate, especially for the NMWD Recycled Water Expansion Projects ongoing now to improve water supply reliability and help meet the state's 20% reduction in per capita water use by 2020.
- Unlike private sector owners—who have no retention restrictions whatsoever—local agencies face the risk of accepting the lowest bidder when awarding contracts. A five percent retention cap imposes a one-size-fits-all policy that removes the flexibility to appropriately manage risk on a project-by-project basis, as well as to manage risk on-the-ground during the course of a project.
- Prohibiting retentions over five percent until 2016 would implement a bad policy at the worst possible time. During this difficult economic and budgetary time, NMWD customers cannot afford failures on the part of contractors.

For these reasons, we respectfully request your veto of SB 293. Please do not hesitate to contact me should you like to discuss our position on the measure or have any questions.

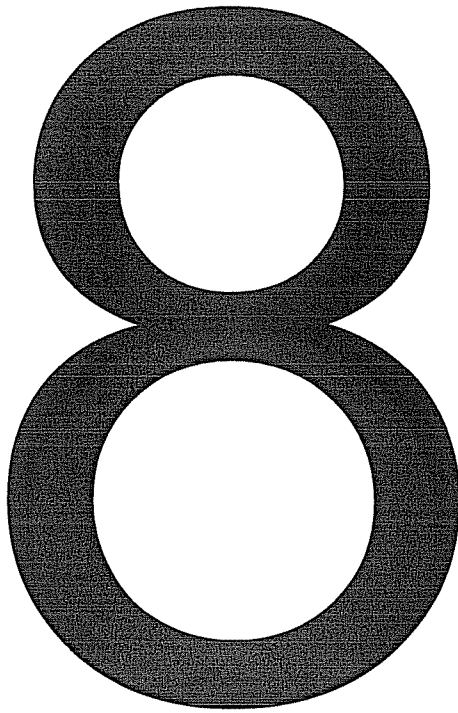
Sincerely,

John S. Schoonover, President
NMWD Board of Directors

CC: The Honorable Alex Padilla
David Lanier, Chief Deputy Legislative Secretary, Office of Governor Brown
Association of California Water Agencies

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ATTACHMENT 2



MEMORANDUM

To: Board of Directors
From: David L. Bentley, Auditor-Controller
Subj: High Bill Complaint
t:\ac\word\memo\12\cail high bill.docx

September 16, 2011

RECOMMENDED ACTION: Approve

FINANCIAL IMPACT: None

Ms. Sandra Cail wrote to the Board (attached) to express her concern about the charge on her most recent water bill. Staff's proposed response, for President Schoonover's signature, is attached.

Recommended Action:

Approve the proposed response to Ms. Cails' letter.

Approved by GM CD
Date 9/16/2011

September 21, 2011

Sandra Dee Cail

Novato, CA 949495

Re: High Bill –
NMWD Account 794017

Dear Ms. Cail:

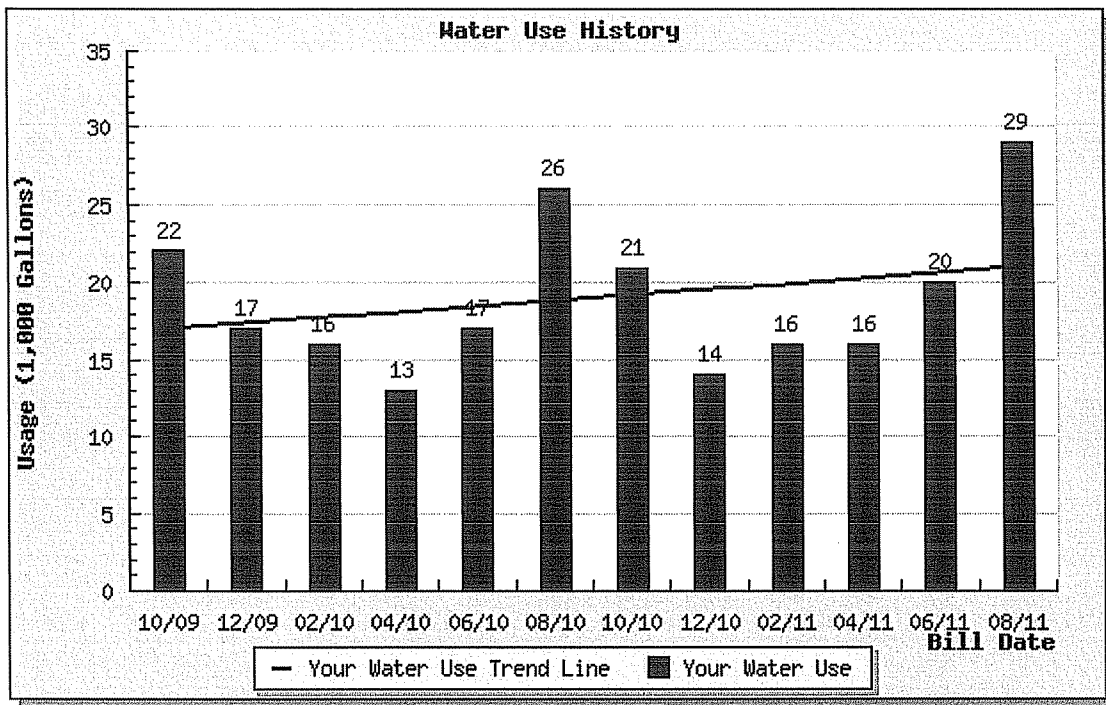
We are in receipt of your letter of September 13, 2011 advising that your \$121 July/August water bill is the largest you have ever received. We last read your meter on August 16th, and the meter showed use of 29,172 gallons for the 63 day billing period. We are concerned that your water use is higher than normal, and your water use in 2011 is up 13% over the same period in 2010. Given that you have no garden and that your lawn is dying, we suspect you could have a leak.

Please call us to schedule a Water Smart Home Survey to review your water use and check for leaks and receive advice on way to decrease your water use. There is no cost for this service, and it could save you money on future bills.

You can contact our Consumer Services Supervisor Alicia at 415-897-4133 ext. 8330 and she will arrange for you to have a free Water Smart Home Survey.

Sincerely,

John Schoonover
President, NMWD Board of Directors



9/13/11

Dear Board of Supervisors,

I just received my bill for July / August, it is the largest water bill we have ever received in my life, \$121.00!!!

The women in customer service said there was yet another rate increase. Two years ago I called about a huge increase on my bill I was told the increase was a 22% . What was frustrating was we had no garden and our lawns were dying!

These increases as well as the 'service charge' are getting ridiculous. We are on a fixed income -Social Security, which has not had an increase in 3 years! Even PG&E offer something for disabled and low income families.

In times like this do you take any of this into consideration ? I hope this letter makes some difference and how Your decisions effect the elderly, disabled & low income families. As a customer I am extremely frustrated, especially since I have no alternative water choice!

Sincerely,

Sandra Dee

cust #

794017


RECEIVED

SEP 14 2011

North Marin Water District

9

MEMORANDUM

To: Board of Directors September 16, 2011
From: Chris DeGabriele, General Manager 
Subject: Approve Amendment to Memorandum of Understanding between the North Marin Water District and the North Marin Water District Employee Association
T:\GM\STAFF\Association\BOD memo re MOU amendment.doc

RECOMMENDED ACTION: Approve Memorandum of Understanding Amendment

FINANCIAL IMPACT: None

The Memorandum of Understanding regarding Wages, Hours and Working Conditions with the District Employee Association expires September 30, 2011. The Employee Association and District staff have negotiated an amendment to that agreement providing:

- 1) No cost of living adjustment during the duration of the MOU Amendment;
- 2) Conducting a salary and benefit survey expected to be completed in the spring/summer 2012.
- 3) The MOU Amendment shall be in effect from October 1, 2011 through September 30, 2012, and
- 4) All other provisions of the existing MOU shall remain in effect through the duration of the MOU Amendment.

RECOMMENDATION

Board of Directors authorize the General Manager to execute the Amendment to the MOU between North Marin Water District and North Marin Water District Employee Association.

DRAFT
AMENDMENT TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NORTH MARIN WATER DISTRICT
AND
NORTH MARIN WATER DISTRICT EMPLOYEE ASSOCIATION

As a result of meeting/confer sessions between the Parties, pursuant to Government Code Section 3500 *et seq.*, the following items are agreed to amend the current Memorandum of Understanding (MOU) between the Parties, a copy of which is attached hereto and incorporated by reference.

21. Wages

There shall be no cost-of-living adjustment (COLA) during the duration of this MOU Amendment. Scheduled step, merit or promotional increases may be authorized by the District for specific classifications during the duration of this MOU Amendment.

22. Salary/Benefit Survey

Prior to the expiration of this MOU Amendment, the District and the North Marin Water District Employee Association shall jointly conduct a salary and benefit survey. It's expected that the salary and benefit survey will be completed in the spring/summer 2012.

24. Duration

This MOU Amendment shall be in effect from October 1, 2011 through September 30, 2012.

25. Other provisions

All other provisions of the Memorandum of Understanding between North Marin Water District and the North Marin Water District Employee Association dated January 20, 2010 shall remain in effect throughout the duration of this MOU Amendment.

Made and entered into this _____ day of September 2011.

North Marin Water District

North Marin Water District
Employee Association

Chris DeGabriele, General Manager

Kerry Lemos, NMWD EA Chair

End Note

While not a negotiable term of the MOU or MOU Amendment, the District hereby informs the NMWD EA that there shall be no COLA conveyed to Confidential Employees or the General Manager prior to September 30, 2012. Scheduled step, merit or promotional increases may be authorized.

10

MEMORANDUM

To: Board of Directors

September 16, 2011

From: Chris DeGabriele, General Manager *CD*

Subject: Petition for Change – North Marin Water District Lagunitas Creek Water Rights

t:\gm\west marin\gallagher well\bod memo re petitions for change lag creek water rights 0911.doc

RECOMMENDED ACTION: Authorize staff to submit proposals to SWRCB for Permit 19725 licensing and Permit 19724 instream dedication

FINANCIAL IMPACT: None at this time

On December 28, 2010, District staff submitted Petitions for Change to the State Water Resources Control Board (SWRCB) for Water Right License 4324B and Permits 19724 and 19725 on Lagunitas Creek. Petitions were filed to propose a physical solution and avoid water quality impacts due to salinity intrusion by adding a point of diversion for License 4324B and Permit 19725 at the Gallagher Well and dedicating Permit 19724 to instream uses pursuant to a settlement agreement with environmental groups circa 2005. SWRCB staff replied on February 2, 2011 that the Petitions for Change had been reviewed, that SWRCB staff found that they met the requirements of the Water Code, and that a public notice was in preparation.

In follow-up SWRCB staff has verbally indicated that under current SWRCB procedures, a notice and public review process will not be required for change in the point of diversion, and the Chief of SWRCB Division of Water Rights can issue the order. SWRCB staff has further requested assistance in determining the amount of water to be licensed under Permit 19725 and the amount to be dedicated to instream uses under Permit 19724. The attached analysis shows the NMWD historical diversions as reported to the SWRCB under the available permits and license from 1990 through 2010. The District has typically reported all diversions as a combined total of both permits and license, thus the SWRCB staff does not have the familiarity to determine which quantity is associated with which permit or license.

Attachment 1 shows the total amount diverted in each month from 1990 through 2010. The maximum amount diverted occurred in the year 2000 at 378.1 acre feet (AF). A slightly greater amount (382.25 AF) can possibly be claimed in year 2006 when taking into consideration both the actual diverted amount and amount conserved under the District's water conservation program (335.25 AF diverted plus 47 AF conserved). The target we used for analysis is 378.1 AF. This value is the amount we are seeking to be authorized for diversion combined under the current License 4324B and the proposed Permit 19725 license.

Attachment 2 shows the same data sorted for each month, from minimum to maximum. The sorting purpose is to line up monthly values that reasonably approximate the year 2000 maximum diversion amount of 378.1 AF. We selected the monthly values shown at the bottom of Attachment 2 which were then used to divide the total amount between License 4324B and Permit 19725.

As shown on Attachment 3, the licensed amounts must be considered for both dry year and normal year conditions. The normal year totals will equal 378.1 AF, with License 4324B being used from June 15th through October 30th. Of that total, 229.2 AF will be available for diversion for customers' use in normal years and 201.2 AF in dry years under Permit 19725. The balance of the amount available for diversion can then be dedicated to instream purposes under Permit 19724. This amounts to 148.9 AF in all years; essentially the same value was authorized for diversion under License 4324B which was acquired from the Giacomini Ranch in the year 2000.

RECOMMENDATION

Board authorize General Manager to submit the information to the State Water Resources Control Board requesting permit 19725 be converted to a license in the amount of 229.2 AF and that permit 19724 be dedicated to instream purposes in the amount 148.9 AF.

SWRCB Water Right Permittee Reporting Summary

Permit/ License	Application	Diversion Rate (cfs)	Quantity (AF)	January	February	March	April	May	June	July	August	September	October	November	December	Total	Conserved
4324B	A013965B	0.67	148.8 (5/1 - 11/1)	12.83	11.82	17.41	13.12	18.24	24.46	30.34	30.48	28.33	23.92	15.19	14.58	240.72	52
19724	A025062	0.699	212.7 (All Year)	19.59	16.83	17.27	19.66	23.07	27.43	30.62	32.51	29.59	21.03	17.1	13.76	268.46	52
19725	A025079	0.961	292.5 (All Year)	21.6	14	18.8	24.2	29.8	33.1	36.3	36.4	31.4	29.9	22	21.3	318.8	50
				21.46	20.04	23	23.56	30.49	37.86	35.21	35.44	29.99	22.57	21.22	17.77	318.61	47
				19.08	18.75	18.14	16.03	27.28	37.31	45.19	42.79	37.49	29.82	21.24	19.65	335.25	47
				17.75	16.36	17.79	19.42	24.77	27.98	39.99	39.35	35.02	30.62	22.02	18.15	316.13	47
				18.14	17.03	23.04	27.8	35.85	39.74	45.02	51.42	42.18	28.33	19.62	18.46	365.57	47
				18.06	18.48	19.3	24.5	25.44	36.26	44.41	42.79	37.72	35.11	22.67	18.25	334.53	
				22.45	19.31	22.63	25.57	34.91	41.61	46.32	39.74	37.96	32.59	21.95	20.03	355.45	
				24.06	21.67	26.86	30.23	37.96	39.75	40.43	42.1	42.99	36.03	26.22	21.19	376.63	
				26	20	20	22	33.71	35.31	40.8	40.69	40.41	33.6	27.52	23.24	378.1	
				23	22	20	22	39	37	52	39	36	41	23	21	376	
				16	18	26	19	30	29	39	51	37	31	30	23	354	
				16	16	20	26	41	35	36	43	29	24	28	18	340	
				18	15	16	19	23	38	36	44	31	26	22	15	306	
				18.9	14.9	18.7	22.2	21	29	37	38	30	34	22	17	296	
				18.5	14	15.7	23.8	24.6	32.8	33.9	34.7	31.2	26.9	18.6	17.5	294.9	
				21.6	18.6	21.3	22.1	21.6	28.3	35.5	35.4	27.6	22.3	21.1	18.9	282.7	
				27.6	24.2	21.6	21.3	30.2	32.1	34.3	36.3	34.1	27.5	17.7	18.7	314.5	
				20.5	18.5	20.8	21.3	27.2	32.4	37.2	33.4	32.8	29.8	23	21.6	332.1	
							22.6	25.7	27.3	33.4	35.7	33	30.2	25.3	27.3	320.3	

1. Jan, 2001 value reported to SWRCB incorrectly at 27.45 and shown corrected above.

2. Apr, 2004 value reported to SWRCB incorrectly at 27.08 and shown corrected above.

3. Aug, 2006 value reported to SWRCB incorrectly at 47.19 and shown corrected above.

SWRCB Water Right Permittee Reporting Summary
Sorted Monthly (Minimum to Maximum)

Permit/ License	Application	Diversion Rate (cfs)	Quantity (AF)	January	February	March	April	May	June	July	August	September	October	November	December	Total
4324B	A013965B	0.67	148.8 (5/1 - 11/1)	12.83	11.82	15.7	13.12	18.24	24.46	30.34	30.48	27.6	21.03	15.19	13.76	234.57
19724	A025062	0.699	212.7 (All Year)	16	14	16	16.03	21	27.3	30.62	32.51	28.33	22.3	17.1	14.58	255.77
19725	A025079	0.961	292.5 (All Year)	16	14	17.27	17.73	21.6	27.43	33.4	33.4	29	22.57	17.7	15	265.1
				17.75	14.9	17.41	19	23	27.98	33.9	34.7	29.59	23.92	18.6	17	277.75
				18	15	17.79	19	23.07	28.3	34.3	35.4	29.99	24	19.62	17.5	281.97
				18.06	16	18.14	19	24.6	29	35.21	35.44	30	26	21.1	17.77	290.32
				18.14	16.36	18.7	19.42	24.77	29	35.5	35.7	31	26.9	21.22	18	294.71
				18.5	16.83	18.8	19.66	25.44	32.1	36	36.3	31.2	27.5	21.24	18.15	301.72
				18.9	17.03	18.98	21.3	25.7	32.4	36	36.4	31.4	28.33	21.95	18.25	306.64
				19.08	18	19.3	22	27.2	32.8	36.3	38	32.8	29.8	22	18.46	315.74
Median				19.59	18.48	20	22.1	27.28	33.1	37	39	33	29.82	22	18.7	320.07
				20.5	18.5	20	22.2	29.8	35	37.2	39.35	34.1	29.9	22	18.9	327.45
				21.46	18.6	20	22.6	30	35.31	39	39.74	35.02	30.2	22.02	19.65	333.6
				21.56	18.75	20.8	23.56	30.2	36.26	39.99	40.69	36	30.62	22.67	20.03	341.13
				21.6	19.31	21.3	23.8	30.49	37	40.43	42.1	37	31	23	21	348.03
				21.6	20	21.6	24.2	33.71	37.31	40.8	42.79	37.49	32.59	23	21.19	356.28
				22.45	20.04	22.63	24.5	34.91	37.86	44.41	42.79	37.72	33.6	25.3	21.3	367.51
				23	21.67	23	25.57	35.85	38	45.02	43	37.96	34	26.22	21.6	374.89
				24.06	21.94	23.04	26	37.96	39.74	45.19	44	40.41	35.11	27.52	23	387.97
				26	22	26	27.8	39	39.75	46.32	51	42.18	36.03	28	23.24	407.32
Max				27.6	24.2	26.86	30.23	41	41.61	52	51.42	42.99	41	30	27.3	436.21
Selected				23	23	23	27	35	38	44	44	38	34	26	23	378

1. Close to year 2000 max use (378.1)

Proposed Water Right Diversion Limits for SWRCB Licensing (AF)


	January	February	March	April	May	June	July	August	September	October	November	December	Total
Dry Year													
4324B							14.8	37	37	30	30		148.8
19725	23	23	23	23	27	35	21.2					26	201.2
Dry Year Total	23	23	23	23	27	35	36	37	37	30	30	26	350
Normal Year													
4324B							14.8	37	37	30	30		148.8
19725	23	23	23	23	27	35	23.2	7	7	8	4	26	229.2
Normal Year Total	23	23	23	23	27	35	38	44	44	38	34	26	378

Proposed Water Right Diversion Limits for SWRCB 1707 Dedication (AF)

	January	February	March	April	May	June	July	August	September	October	November	December	Total
Year 2000 Reporting													
Less P19725 to License	24.06	21.67	26.86	30.23	33.71	33.71	35.31	40.8	40.69	40.41	33.6	27.52	378.1
Net 19724 to In-Stream	23	23	23	23	27	35	23.2	7	7	8	4	26	229.2
	1.06	-1.33	3.86	3.23	-1.29	-1.29	12.11	33.8	33.69	32.41	29.6	1.52	148.9

11

MEMORANDUM

To: Board of Directors
From: Chris DeGabriele, General Manager 
Subject: Alternate/Flexible Work Schedule Evaluation
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September 16, 2011

RECOMMENDED ACTION: Information Only

FINANCIAL IMPACT: None

Provision 17 of the current Memorandum of Understanding between North Marin Water District and North Marin Water District Employee Association addresses work hour and schedules including alternate/flexible work schedule trial program. An excerpt from the MOU is shown below:

17. Work Hours/Schedules

A. Regular Work Schedules

Regular full-time employees shall work forty hours each week.

<i>District Office</i>	<i>Monday through Friday 8:00 a.m. through 5:00 p.m. One hour unpaid lunch</i>
<i>Field Construction, Maintenance and Operations Crews</i>	<i>Monday through Friday 7:00 a.m. through 3:30 p.m. One-half hour unpaid lunch At the discretion of the District, Field Crews may be assigned to report directly to a field location to begin their workday.</i>
<i>Treatment Plant Operators</i>	<i>Specific start and stop times of shifts vary seasonally and are determined by the Operations/ Maintenance Superintendent and approved by the General Manager based upon the needs of the District.</i>

B. Alternate/Flexible Work Schedule Trial Program

An individual employee's or group of employees' request (i.e. crew) for an alternate/flexible work schedule (e.g. 9/80, 4/10, flexible start/end times) shall be considered on an individual or departmental basis and may be approved provided there is no adverse effect on District operations as determined by the Department Head and General Manager, and at the District's sole discretion. It is understood that such alternate/flexible work schedules may not be permanent. Alternate/flexible

work schedules may be revoked upon ten (10) working days' notice to the employee or group of employees affected by the revocation. Alternate/flexible work schedules shall be evaluated on a trial basis. The General Manager will make the determination whether to continue the program prior to September 30, 2011.

As stated above, the General Manager will make a determination whether to continue the program prior to September 30, 2011.

The District currently has 50.25 full-time employees (FTE), two less than currently budgeted in the FY 2011/12 District budget approved by the Board of Directors. Forty-seven of those employees are regular full-time employees with four part-time employees making up 3.25 FTE equaling a total of 50.25. Six of the regular full-time employees currently work a 9/80 schedule, meaning that over a two-week period the employees work nine days and put in 80 hours of productive work. Two of those employees on the 9/80 schedule are in the Engineering Department with the other four in the Administration Department, three being Field Service Reps (meter readers). An additional 12 regular employees work a flexible work schedule of 8 hours each day either starting prior to or after 8 a.m. and working a full 40-hour week. These employees work in Administration, Engineering and the Laboratory. The majority of these 12 employees take a half-hour lunch hour to accommodate their schedule. Department heads have made certain that there is employee coverage to meet customer needs from 8 a.m. to 5 p.m. daily as required. The District also has four part-time employees that work less than a 40-hour week with various start/end times and has four full-time regular treatment plant operators that have specific start and stop times of shifts that vary seasonally and are determined by the Operations/Maintenance Superintendent and approved by the General Manager based upon the needs of the District. None of the employees working alternate/flexible schedules are field construction or maintenance employees.

I have queried the department heads on their experience to date on District effectiveness both in their department and working with other departments resulting from the alternate/flexible work schedules and department heads' opinion and reasoning whether to continue the program. All the department heads report positive experience to date and recommend continuing the program.

While it is difficult to quantify the benefit to the District, it does not appear that there is any negative impact on District operations as result of the alternate/flexible work schedules and I have

made a determination to continue the program subsequent to September 30, 2011 under the conditions stated in the current MOU with the Employees Association.

12

MEMORANDUM

To: Board of Directors
From: Robert Clark, Operations / Maintenance Superintendent
Subj: Stafford Treatment Plant Program Quality Verification
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September 16, 2011



RECOMMENDED ACTION: Information

FINANCIAL IMPACT: \$900

On June 15, 2011, the State of California Division of Occupational Safety and Health (CalOSH) performed a Program Quality Verification inspection at the Stafford Treatment Plant. Our facility was selected randomly by the Northern California Process Safety Management district office for investigation into our compliance with Title 8 CCR §5189 Process Safety Management of Acutely Hazardous Materials. During the visit, the inspector toured the entire treatment facility with Marco Jennison, our Treatment Plant Operator on duty, and identified three items for corrective action. The inspector informed us that we would need to provide CalOSH with copies of several operational documents that they would review further, but indicated that overall, the facilities were compliant and looked good.

Upon CalOSH's request, our staff provided over two thousand pages documenting our safety, training, maintenance and operating programs. Over the next two months, additional details about the information contained within these documents were requested and in turn, were provided to the inspector, along with 40-plus hours of discussion about our programs, and on September 2, 2011, the inspection report was completed. On September 6, 2011, staff received a Citation and Notification of Penalty as a result of this Program Quality Verification inspection.

Included in the notification were the three items identified during the inspection: 1) attach the chain at the top of the Chlorine Scrubber ladder; 2) respirator storage; and 3) replacement of the windsock. Each of these has no associated penalty and has been remedied.

The remaining five items are outside the purview of the Process Safety Management of Acutely Hazardous Materials, but are indeed violations of various CalOSH standards. Items 4 and 5 address the grinding machine in the treatment plant shop area – the inspector found that the work rest platform and tongue guard were out of adjustment by ¼ inch. There is a \$200 penalty being assessed for each of these violations. Staff have made the adjustments and is now more aware of the correct setting for the grinding machine.

Item 6 was for the improper storage of three propane cylinders (used for forklift fuel) that were not properly secured, and a \$200 penalty is being assessed. Staff has installed a restraining device in this staging area to address the work progress of refilling these propane tanks in the future.

Item 7 addresses the covers on two eye-wash stations that were not properly replaced after the last test and inspection. There is a \$200 penalty assessed for this item. Staff has replaced the covers and cleaned the eyewash, as well as removed this maintenance task from a monthly check list and placed into the maintenance management program for all eyewash stations at the District.

The last item, #8, is a documentation and tracking issue from the 2006 Process Hazard Analysis (PHA) for the Chlorine system. Staff was not able to locate the necessary documentation to verify the resolution of the issues developed in the 2006 analysis and subsequently used in the 2010 PHA. There is a \$100 penalty for this item. Staff is currently tracking the current PHA issues identified in 2010 with a process to keep track of remedies with ownership and completion dates.

Within the notification, there is a procedure to follow to appeal these findings as well as requesting an informal conference with the CalOSH District Manager. While staff does not feel that any of these violations warrant an appeal, we have requested and set up the informal conference for September 20, 2011, to review what we have done to remedy these issues and to seek guidance for a potential appeal. Staff will report the results of the informal conference and future appeals to the Board.

13

MEMORANDUM

To: Board of Directors

September 16, 2011

From: Drew McIntyre, Chief Engineer



Subject: North Bay Water Reuse Authority Board Meeting – August 15, 2011

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RECOMMENDED ACTION: Information Only

FINANCIAL IMPACT: None at this time

Agenda attached.

The draft minutes from the above referenced meeting are provided in Attachment 1. Supplemental information is provided as follows using item numbers referenced in the meeting minutes.

7. Budget Summary Ending June 30, 2011

The Board reviewed an updated budget summary for the period ending June 30, 2011. The budget summary (Attachment 2) shows that all costs were within the approved budget. North Marin Water District's baseline assessment for FY11/12 is \$115,460.

8. American Recovery and Reinvestment Act and Title 16 Projects and Schedule Updates

It was noted that SCWA has sent the first request for reimbursement to U.S. Bureau of Reclamation (BOR) in the amount of \$1,085,721. Of that request, approximately \$177,000 is to be paid to NMWD as part of the first ARRA grant payment. It is anticipated that the District will receive this payment no later than October, 2011.

9. Agreement for Sale of Conservation Credits – Ohlone Mitigation Bank

The NBWRA Board approved an agreement for the sale of conservation credits for the Ohlone Mitigation Bank. The project's Biological Opinion identified that the Novato Recycled Water project has a potential to disturb California Red-Legged Frog (CRLF) vegetation habitat for an area of 1.7 acres in the North Service Area and 5.4 acres in the South Service Area (see memo in Attachment 3). As the Biological Opinion requires compensation for mitigating this loss at a ratio of 0.1 to 1, the compensation acreage that NMWD is responsible to purchase through the Ohlone Mitigation Bank is 0.17 acres for the North and 0.54 acres for the South for a total of 0.71 acres (or \$12,701).

10. Adopt Notice of Intention to Adopt a Conflict of Interest Code

California law requires public agencies to adopt "Conflict of Interest" code to specify which agency officials and employees must file the "Form 700 Statement of Economic Interest". For agencies such as NBWRA which span multiple counties special procedures are required for adoption of a conflict of interest code. The NBWRA Board set a public hearing date of

date of November 14, 2011 for adoption of the proposed code. After the NBWRA Board adopts the proposed code it will then be submitted to the California Fair Political Practices Commission (FPPC) for review and approval.

11 Federal Funding Update

Of the \$1.29 million WaterSMART federal funds awarded to Las Gallinas Valley Sanitary District and NMWD, the District's portion will be \$296,055 to cover the ARRA shortfall (i.e., 16.4% vs 25%) in grant funding for the original South Service Area Phase 1 project plus an additional \$635,000 in grant money (or 25%) of the estimated \$2,540,000 required for Phase 2 of the RW South project. The WaterSMART agreement is still being worked on by BOR and it is hoped that it will be completed by the end of this month. See NBWRA Press Release, June 1, 2011 (Attachment 4).

12. State Funding Update

On August 17, 2011, a press release (Attachment 5) was released identifying NBWRA will receive a \$2 million Integrated Regional Water Management (IRWM) grant as part of the San Francisco Bay Area Clean Water Agency (BACWA). Of the \$2 million grant to NBWRA, NMWD will receive \$195,000 for the South Service Area project and \$240,000 for the North Service Area project.

**North Bay Water Reuse Authority
Board of Directors Meeting
Phase 1 Minutes
August 15, 2011**

1. Call to Order

Chair Long called the meeting to order at 9:33 a.m. on Monday, August 15, 2011 at the Novato Sanitary District Boardroom, 500 Davidson Street, Novato, CA 94945.

2. Roll Call

PRESENT: Bill Long, Chair, Novato Sanitary District
Keith Caldwell, Vice-Chair, Napa County
Valerie Brown, Sonoma Valley County Sanitation District
Larry Loder, Las Gallinas Valley Sanitary District
John Schoonover, North Marin Water District
David Rabbitt, Sonoma County Water Agency
Jill Techel, Napa Sanitation District

ABSENT: None

OTHERS

PRESENT: Chuck Weir, Program Manager	RMC
Marc Bautista	Sonoma County Water Agency
Ginger Bryant	Bryant & Associates
Asavari Devadiga	ESA
Tim Healy	Napa Sanitation District
Beverly James	Novato Sanitary District
Pam Jeane	Sonoma Valley County Sanitation District
Andria Loutsch	CDM
Taylor McDaniel	Rauch Communications
Susan McGuire	Las Gallinas Valley Sanitary District
Drew McIntyre	North Marin Water District
Phillip Miller	Napa County
Monica Oakley	Oakley Water / RMC
Pilar Oñate-Quintana	KP Public Affairs
Michael Savage	CDM
Rem Scherzinger	City of Petaluma
Renee Webber	Sonoma County Water Agency
Mark Williams	Las Gallinas Valley Sanitary District

3. Public Comment

No members of the public addressed the Board.

4. Introductions

The Board of Directors and Program Manager introduced themselves and the agency or company that they represented.

5. Board Meeting Minutes of May 23, 2011

A motion by Director Schoonover, seconded by Director Caldwell to approve the May 23, 2011 minutes was unanimously approved.

6. Report from the Program Manager

6.a Consultant Progress Reports

The Program Manager noted that this month's report included the July 2011 Progress Reports from the consultant team.

7. Budget Summary – Period Ending June 30, 2011

The Program Manager distributed an updated Budget Summary for the Period Ending June 30, 2011. Costs for FY2010/11 were within budget. The report included updated data on member agency assessments and balances.

8. American Recovery and Reinvestment Act and Title XVI Projects and Schedule Updates

Andria Loutsch reviewed the NBWRA schedule and status of member agency projects funded through ARRA. She also noted that the first request for reimbursement has been sent to US Bureau of Reclamation in the amount of \$1,085,721.

9. Agreement for Sale of Conservation Credits – Ohlone Mitigation Bank

A motion by Director Caldwell, seconded by Director Schoonover to approve the agreement for Sale of Conservation Credits through the Ohlone Mitigation Bank was unanimously approved. Director Brown inquired as to details regarding the Ohlone property, including size and protected species covered. Asavari Devadiga, ESA, indicated she would send information to the Program Manager for distribution to the Board.

10. Adopt Notice of Intention to Adopt a Conflict of Interest Code; Authorize and Direct Circulation and Filing of Notice; Set Hearing on Adoption of Conflict of Interest Code for November 14, 2011

A motion by Director Brown, seconded by Director Techel to approve adoption of a Notice of Intention to Adopt a Conflict of Interest Code, to authorize and direct circulation and filing of the Notice, and to set a Hearing on Adoption of Conflict of Interest Code for November 14, 2011 was unanimously approved. The Board acknowledged that there may be minor modifications to the Conflict of Interest Code based on review by Sonoma County Water Agency's conflict of interest specialist. It was further noted that the circulation and filing of the Notice would not occur until after that review.

11. Federal Funding Update

Ginger Bryant provided a report on the status of federal funding as described in the Agenda packet. She indicated that additional information would be provided in a presentation that would occur during the Phase 2 meeting.

12. State Funding Update

Pilar Oñate-Quintana provided an update on the status of State funding as described in the Agenda packet. She indicated that additional information would be provided in a presentation that would occur during the Phase 2 meeting. She also noted that NBWRA is set to receive a total of \$2,000,000 from Proposition 84 Funds.

13. Adjournment

There being no further business, Chair Long adjourned the meeting at 9:52 a.m.

Minutes approved by the Board on _____.

Charles V. Weir
Program Manager

**North Bay Water Reuse Authority
Board of Directors Meeting
Phase 2 Minutes
August 15, 2011**

1. Call to Order

Chair Long called the meeting to order at 10:02 a.m. on Monday, August 15, 2011 at the Novato Sanitary District Boardroom, 500 Davidson Street, Novato, CA 94945.

2. Roll Call

PRESENT: Bill Long, Chair, Novato Sanitary District
Keith Caldwell, Vice-Chair, Napa County
Valerie Brown, Sonoma Valley County Sanitation District
Larry Loder, Las Gallinas Valley Sanitary District
John Schoonover, North Marin Water District (left meeting at 10:32 a.m.)
David Rabbitt, Sonoma County Water Agency
Jill Techel, Napa Sanitation District

ABSENT: None

OTHERS

PRESENT: Chuck Weir, Program Manager	RMC
Marc Bautista	Sonoma County Water Agency
Ginger Bryant	Bryant & Associates
Asavari Devadiga	ESA
Tim Healy	Napa Sanitation District
Beverly James	Novato Sanitary District
Pam Jeane	Sonoma Valley County Sanitation District
Andria Loutsch	CDM
Taylor McDaniel	Rauch Communications
Susan McGuire	Las Gallinas Valley Sanitary District
Drew McIntyre	North Marin Water District
Phillip Miller	Napa County
Monica Oakley	Oakley Water / RMC
Pilar Oñate-Quintana	KP Public Affairs
Michael Savage	CDM
Rem Scherzinger	City of Petaluma
Renee Webber	Sonoma County Water Agency
Mark Williams	Las Gallinas Valley Sanitary District

3. Public Comment

No members of the public addressed the Board.

4. Introductions

Rem Scherzinger, City of Petaluma, introduced himself.

5. Report from the Program Manager

5.a Consultant Progress Reports

The Program Manager noted that this month's report included the July 2011 Progress Reports from the consultant team.

6. Phase 2 – Project Definition Status Report

Michael Savage, CDM, gave a presentation on the status of the Phase 2 Project Definition Study. The Board requested that information be included in the study to address economic benefits and groundwater management.

7. Federal and State Legislation and Funding Overview

Ginger Bryant, Bryant & Associates, reviewed the items described in her report on Program Development in the Agenda packet, including a planned tour for the U.S. Bureau of Reclamation Commissioner in October 2011. She then gave a presentation on Federal Program Development Funding Activities for FY11/12.

Following that presentation, Pilar Oñate-Quintana, KP Public Affairs, gave a presentation on Finding funding in California, Opportunities in Spite of Perennial Budget Challenges. She indicated a tour for State officials is being considered for the fall or winter this year.

8. Adjournment

There being no further business, Chair Long adjourned the meeting at 11:17 a.m.

Minutes approved by the Board on _____.

Charles V. Weir
Program Manager

North Bay Water Reuse Authority

Monthly Project Cost Summary

Period Ending: June 30, 2011

I. TOTAL PROJECT COSTS

A Project	B Consultant	C Original Budget	D Amendments	C + D = E Revised Budget	F Original Contract	G Contract Amendments	F + G = H Total Contract	E - H = I Uncommitted	J Prior Expenses	K This Period Expenses	J + K = L Total Expenses	H - L = M Remaining	% M/H % Avail.
Program Manager	RMC / Oakley Water	100,000	150,000	250,000	100,000	150,000	250,000	-	243,484	3,153	246,637	3,363	1.3%
Program Development and Federal Funding	Bryant & Associates	225,000	636,300	861,300	225,000	636,300	861,300	-	839,306	21,836	861,142	158	0.0%
Federal Authorizations and Appropriations	The Ferguson Group	50,000	-	50,000	50,000	-	50,000	-	45,000	5,000	50,000	-	0.0%
Legislative/Program Development (State)	KP Public Affairs	35,000	95,000	130,000	60,000	70,000	130,000	-	126,065	5,000	131,065	(1,065)	-0.8%
Public Outreach	Rauch Comm.	120,000	246,000	366,000	108,935	253,200	362,135	3,865	361,042	1,065	362,107	29	0.0%
Engineering/Economic	CDM	240,000	466,800	706,800	240,000	466,800	706,800	-	653,124	25,309	678,432	28,368	4.0%
Environmental	ESA	1,000,000	391,000	1,391,000	999,308	391,000	1,390,308	692	1,390,295	-	1,390,285	23	0.0%
Contingency	n/a	10,000	85,000	-	-	-	-	-	-	-	-	-	NA
TOTAL BUDGET		\$1,780,000	\$2,070,100	\$3,755,100	\$1,783,243	\$1,967,300	\$3,750,543	\$4,557	\$3,656,306	\$61,362	\$3,719,668	\$30,876	0.8%

Notes:

- Budget data based on NBWRA approved budgets for FY2007/2008, FY2008/2009, FY2009/2010, and FY2010/2011. In general Amendments implies FY08/09, FY09/10, and FY10/11, but the original budget may cover more than one fiscal year.
- Uncommitted indicates either a contract has not been issued or an existing contract has not yet been amended per approved NBWRA FY Budgets.
- \$58,000 moved from contingency to Federal Legislative for a total in this project of \$208,000 for FY2009/10. Approved January 25, 2010. Moved \$37,000 from contingency to environmental. Approved August 16, 2010.
- \$120,000 in CDM Total Contract is funded entirely by USBR for the dual-purpose and financial capability analysis.
- \$420,000 budget amendment approved September 20, 2010 for CDM ARRA reporting.
- FY2010/2011 Budget adopted May 17, 2010. Total was for \$545,000
- Budget amendment approved February 14, 2011 Increases Bryant & Associates agreement by a total of \$79,300, ESA agreement by \$65,000, and CDM agreement by \$28,200. RMC agreement also approved for \$1,600 increase but will not be implemented at this time.

2. USBR and NBWRA COST SHARING

Project	Consultant	Original Budget	Amendments	Revised Budget	USBR Original	USBR Amended	USBR Revised	NBWRA Original	NBWRA Amended	NBWRA Revised
Program Manager	RMC / Oakley Water	100,000	150,000	250,000	-	-	-	100,000	150,000	250,000
Program Development and Federal Funding	Bryant & Associates	225,000	557,000	782,000	-	-	-	225,000	557,000	782,000
Federal Authorizations and Appropriations	The Ferguson Group	50,000	-	50,000	-	-	-	-	50,000	50,000
Legislative/Program Development (State)	KP Public Affairs	35,000	95,000	130,000	-	-	-	35,000	95,000	130,000
Public Outreach	Rauch Comm.	120,000	246,000	366,000	80,000	-	80,000	240,000	246,000	486,000
Engineering/Economic	CDM	240,000	437,000	677,000	175,000	120,000	295,000	175,000	395,000	570,000
Environmental	ESA	1,000,000	326,000	1,326,000	500,000	74,000	574,000	570,000	289,000	859,000
Contingency	n/a	10,000	85,000	-	-	-	-	10,000	27,000	37,000
TOTAL BUDGET		\$1,780,000	\$1,896,000	3,581,000	\$755,000	\$194,000	\$949,000	\$1,355,000	\$1,809,000	\$3,164,000

3. MEMBER AGENCIES

Through June 6, 2011

Note: two additional columns added to show FY2010-11 Budget Amendments Paid and Revised Member Balance									
Previous FY				This Period			FY2010-11		
Assessments Paid	Assessments Due	Assessments	Previous Carryover	Assessment Balance	Interest Earned	Expenses Paid	Member Balance	Budget Ammts Paid	Member Balance
NBWRA Agencies									
Las Gallinas Valley Sanitary District	583,157	360,698	222,459	55,288	415,986	5,844	389,920	14,464	17,456
Napa Sanitation District	1,078,594	815,581	28,140	843,721	5,625	\$715,343	26,666	107,337	107,337
Novato Sanitary District	776,003	571,414	204,589	18,432	589,846	6,613	\$553,974	20,680	21,805
Sonoma Valley County Sanitation District	769,641	478,527	291,114	69,295	547,822	8,016	\$512,268	19,003	24,567
Sonoma County Water Agency	450,848	276,462	174,386	42,753	319,215	4,708	\$301,458	11,183	11,282
Total	\$3,658,243	\$2,502,682	\$1,155,561	\$213,919	\$2,716,601	\$30,305	\$2,472,963	\$91,996	\$182,447
									\$83,612
									266,059

4. MEMBER AGENCIES FY 2010/2011

Through June 6, 2011

Prop 84			
Total Assessments	Assessment	Assessments Paid	Assessments Due
NBWRA Agencies			
Las Gallinas Valley Sanitary District	85,689	3500	89,189
Napa Sanitation District	157,974	3500	161,474
Novato Sanitary District	122,512	3500	126,012
Sonoma Valley County Sanitation District	112,577	3500	116,077
Sonoma County Water Agency	66,248	-	66,248
Total	\$545,000	\$14,000	\$559,000
			\$0

Notes:

- Payments made on behalf of member agencies may not match consultant expenses due to timing of invoicing and payment processing.

MEMORANDUM

DATE: July 18, 2011
TO: North Bay Water Reuse Authority, Technical Advisory Committee
FROM: Kevin Booker
RE: AGREEMENT FOR CONSERVATION CREDITS

Dear North Bay Water Reuse Authority Technical Advisory Committee,

As a requirement to implement the North Bay Water Reuse Authority (NBWRA) projects, NBWRA is required to purchase conservation credits. NBWRA is seeking to implement projects that would unavoidably and adversely impact the California red-legged frog (CRLF), and seeks to compensate for the loss of CRLF habitat by purchasing CRLF Credits. Environmental Science and Associates contacted the Ohlone Preserve Conservation Bank (Bank) to determine if there is availability/adequate balance of credits remaining for sale.

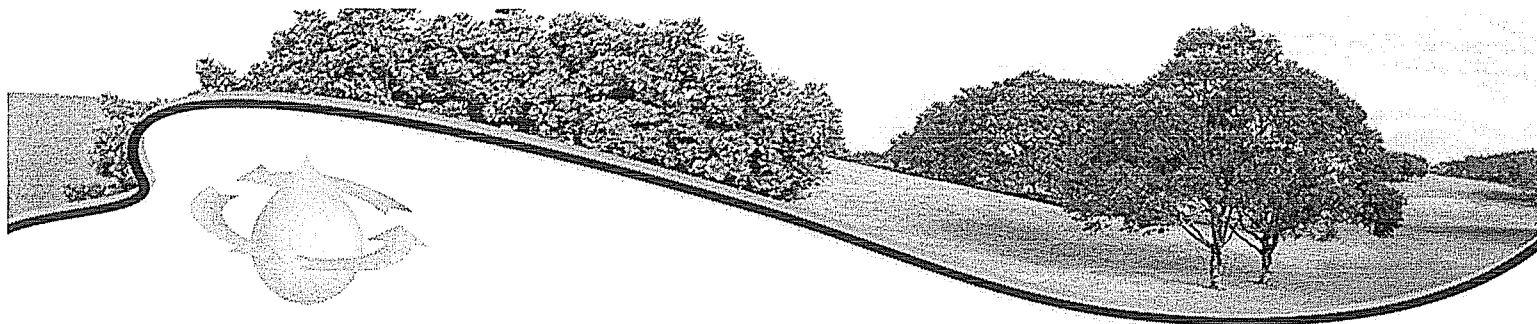
The Bank was approved by the U.S. Fish and Wildlife Service and the State of California Department of Fish and Game on June 23, 2005. The Bank has received approval from the U.S. Fish and Wildlife Service (Service) and The California Department of Fish and Game (CDFG) to offer California red-legged frog, Alameda whipsnake, and California tiger salamander Conservation Credits ("Credits") for sale as compensation for the loss of California red-legged frog, Alameda whipsnake, or California tiger salamander habitat through the Ohlone Preserve Conservation Bank.

The Bank has authorized Robert N. Fletcher to act as General Manager and to process sales agreements, collect funds and disburse funds relating to the sale of Credits of the bank. NBWRA has been authorized by the Service, File No. 8140-2009-F-1272-2 to purchase from the Bank two and three-tenths (2.3) acres of CRLF Credits upon confirmation by the Bank Owner of Credit availability /adequate balance of Credits remaining for sale. The Bank has confirmed that there are two and three-thirds (2.3) acres of CRLF Credits available for sale.

The total cost for the conservation credits is \$40,250.00. This cost is allocated to NBWRA Member Agency based upon mitigation percentage (see attached sheet).

Table 1. Pipeline Length, Vegetation Disturbance, and Compensation

Service Provider	Service Area	Pipeline Length (miles)	In-Pavement Disturbance (miles)	Off-Pavement Disturbance (miles)	Total Vegetation Disturbed (acres)	Compensation at 0.1:1 (acres)	Mitigation %	Mitigation \$
Napa SD	MST Creeks	16.6	16.5	0.1	0.32	0.03	1%	\$536.67
SVCSD	Napa Salt Marsh	8.9	5.5	3.4	10.2	1.02	45%	\$18,246.67
	SVWRP	5.2	1.5	3.7	4.9	0.49	22%	\$8,765.56
						SVCSD Subtotal		\$27,012.23
NMWD	NMWD North Central	10.8	9.9	0.9	1.7	0.17	8%	\$3,041.11
NMWD	NMWD South	6.3	4.5	1.8	5.4	0.54	24%	\$9,660.00
						NMWD Subtotal		\$12,701.11
Total		47.8	37.9	9.9	22.5	2.25	100%	\$40,250.00



North Bay Water Reuse Authority

Las Gallinas Valley Sanitary District | Napa County | Napa Sanitation District | North Marin Water District
Novato Sanitary District | Sonoma County Water Agency | Sonoma Valley County Sanitation District

FOR IMMEDIATE RELEASE

June 1, 2011

Contact: Chuck Weir, Program Manager, 707-547-1923

NBWRA to Receive \$1.29 Million in Federal Funds For Construction in Novato by Las Gallinas Valley Sanitary District and North Marin Water District

North Bay Water Reuse Authority (NBWRA) was one of eight construction projects in California to receive Federal funding under The Bureau of Reclamation's WaterSMART Title XVI Water Reclamation and Reuse Program. The Bureau of Reclamation anticipates NBWRA will be awarded \$1,291,175, earned in part because of the high benefits to the community expected to result from the project.

The grant funding will be used to complete work in the Novato South Service Area, a portion of the North Bay Water Reuse Program in Marin County, which is jointly being carried out by Las Gallinas Valley Sanitary District and North Marin Water District. The project includes construction of a new tertiary treatment plant, rehabilitation of an existing storage tank, and 5.9 miles of new pipeline to expand service to new customers for landscape irrigation. The project will offset approximately 200 acre-feet, or approximately 65 million gallons, of potable water used for landscape irrigation annually.

"The North Bay faces long-term challenges in providing reliable regional water supplies and this funding will assist with the completion of a project that will help to conserve potable supplies and protect against drought by utilizing recycled water," said NBWRA Chair, Bill Long. "We are extremely proud to have been chosen to receive the grant and it is a great boost to the local economy."

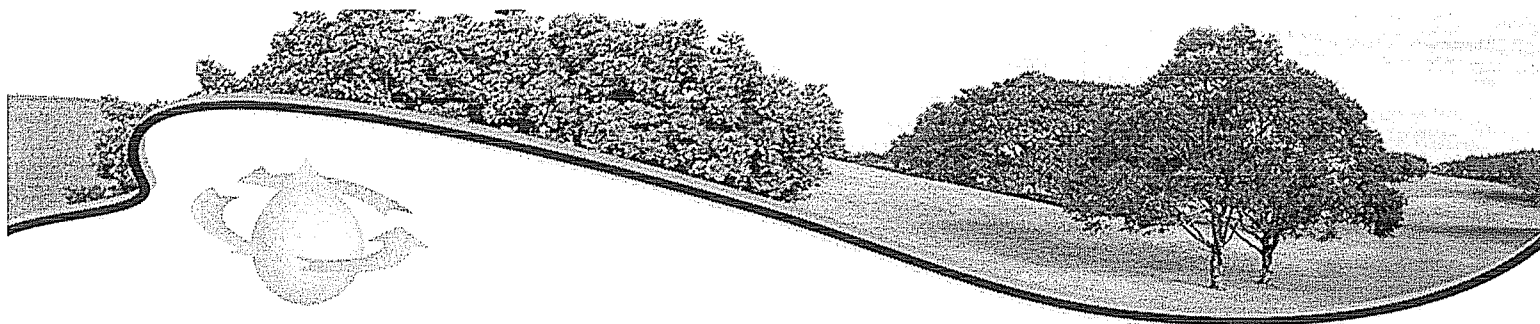
"We would also like to once again thank Senator Barbara Boxer, Senator Diane Feinstein, Congressman Mike Thompson and Congresswoman Lynn Woolsey for their long-standing support for this Program; without their efforts none of these projects would have been possible," continued Mr. Long.

WaterSMART is a program of the U.S. Department of the Interior that focuses on improving water conservation and sustainability, and helping water resource managers make sound decisions about water use. The SMART in WaterSMART stands for "Sustain and Manage America's Resources for Tomorrow." For more information on the WaterSMART program, visit <http://www.usbr.gov/WaterSMART/>.

NBWRA is a regional group consisting of seven public agencies in Napa, Marin and Sonoma Counties, with a goal of expanding the use of recycled water in the region. The program has obtained federal authorization, paving the way for \$25 million in grant funding. To date, over \$8 million in funds have been secured for planning and to begin construction.

More information on the North Bay Water Reuse Program can be found by visiting www.nbwra.org, e-mailing info@nbwra.org, or calling 707-547-1923.

North Bay Water Reuse Authority
C/O Novato Sanitary District, 500 Davidson Street, Novato, CA 94945
www.nbwra.org Phone: 707-547-1923



North Bay Water Reuse Authority

Las Gallinas Valley Sanitary District | Napa County | Napa Sanitation District | North Marin Water District
Novato Sanitary District | Sonoma County Water Agency | Sonoma Valley County Sanitation District

FOR IMMEDIATE RELEASE

August 17, 2011

Contact: Chuck Weir, Program Manager, 707-547-1923

NBWRA Receives \$2 Million Grant Bringing Jobs and Improved Water Reliability to Region

The California Department of Water Resources (DWR) this week awarded the North Bay Water Reuse Authority (NBWRA) a \$2 million grant to help advance water recycling in North San Francisco Bay.

“Recycled water benefits the entire region by bringing jobs and an environmentally sound, cost-effective and a drought-proof water supply for irrigating agriculture and large landscapes, so potable supplies can be conserved,” said NBWRA Chair, Bill Long, noting that over the next five years, the Authority plans to construct over \$100 million in public works projects generating an estimated 4,550 local jobs. “Many people worked very hard and we are grateful to have gotten to this point.”

The \$2 million grant is part of more than \$30 million in grant funding awarded to the Bay Area Clean Water Agencies, a joint powers authority made up of public wastewater agencies in nine Bay Area counties that surround the San Francisco Bay. The funding also adds to the \$8.6 million in federal construction grants previously secured from the US Bureau of Reclamation.

The \$2 million will be divided equally among four NBWRA projects in Marin, Sonoma and Napa counties and include; the Novato South Project, Novato North Project, Sonoma Valley Recycled Water, and the Napa State Hospital Pipeline. The projects are sponsored by Sonoma County Water Agency, Sonoma Valley County Sanitation District, Las Gallinas Valley Sanitary District, North Marin Water District, Novato Sanitary District, Napa Sanitation District and Napa County.

The funding is part of Proposition 84 Chapter 2 Integrated Regional Water Management Grant Program, administered by DWR, which provides funding for projects that assist local public agencies meet long-term water needs of the state including the delivery of safe drinking water and the protection of water quality and the environment.

NBWRA is a regional group consisting of seven public agencies in Napa, Marin and Sonoma Counties, with a goal of expanding use of recycled water to meet urban, environmental and agricultural needs in the North Bay.

More information on the North Bay Water Reuse Program can be found by visiting www.nbwra.org, e-mailing info@nbwra.org, or calling 707-547-1923.

North Bay Water Reuse Authority
C/O Novato Sanitary District, 500 Davidson Street, Novato, CA 94945
www.nbwra.org Phone: 707-547-1923

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DISBURSEMENTS - DATED SEPTEMBER 7, 2011

Date Prepared: 9/6/11

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 8/31	\$124,037.03
EFT*	US Bank	Federal & FICA Taxes PPE 8/31	45,383.70
1	Advanced Reproduction Center	Plans & Specs - Plum St Recycled Water Tank Rehab (4 sets)	153.64
2	American Family Life Ins	August Employee Contrib for Accident, Disability & Cancer Ins	3,471.90
3	Athens Administrators	September Admin Fee	1,000.00
4	Baker, Jack	August Director's Fee	200.00
5	Barron, Heidi	Novato "Washer Rebate" Program	50.00
6	Bay Area Barricade Service	Knee Boots (\$183) (Corda & Connolly) & Hip Boots (\$63) (Ortiz)	246.30
7	Borges & Mahoney	Replacement Heater on Chlorine Cylinder (\$72) & Heater Assembly for Chlorine Cylinder Feed System (\$71) (STP)	143.79
8	Brooks, Richard	Novato "Toilet Rebate" Program	200.00
9	Calif Public Health Services	Water Treatment Certification Renewal Fee (Grade T4) (Stompe) (Budget \$140)	105.00
10	State of California	State Tax & SDI PPE 8/31	9,382.79
11	Cole-Parmer Instrument	Cover Slips for Micro Slides (12) (Lab)	37.16
12	Cornerstone Comm. Homes	Novato "Washer Rebate" Program	50.00
13	Cummings Trucking	Rock (48 yds) (\$1,437) & Sand (48 yds) (\$2,028)	3,465.11
14	DeBiasio, Robert	"Water Smart Landscape Efficiency Rebate" Program (Mulch)	10.79

Seq	Payable To	For	Amount
15	Dhall, Gerry	Novato "Washer Rebate" Program	50.00
16	Edelstein, Daniel	Novato "Toilet Rebate" Program	225.00
17	Fisher Scientific	Vials (1,000) (Lab)	117.48
18	Fisher, Mariah	Novato "Cash for Grass" Program	750.00
19	Fraites, Rick	August Director's Fee	200.00
20	Fung, Hung	Novato "Washer Rebate" Program	50.00
21	Furlong Brothers Construction	1/2 Cost of Road Repairs @ OM Treatment Ponds (Shared with Estero Mutual Water)	570.00
22	Ghilotti Bros	Repair Patches - Indian Valley Rd (230 S.F.)	875.00
23	Giunti, Jo-Ann	Novato "Toilet Rebate" Program	225.00
24	Grainger	Exhaust Fan Motor (\$58) & Replacement Blades (4) (\$257)	315.01
25		Cafeteria Plan - Child Care Reimbursement	282.28
26	Groeniger	Hydrant Extension (\$87), Brass Nipples (6), Gate Valves (2) (\$913), Bushings (2) & Tee (\$106)	1,614.39
27	Hampson, Helen	Novato "Washer Rebate" Program	75.00
28	Hardy Diagnostics	Media for Micro Analysis (Lab)	176.19
29	Hertz Equipment Rental	Excavator Rental (8/8-8/15/11) (So Novato Blvd Project)	426.41
30	Home Depot	Potting Soil & Planters (3) (\$123)	133.83
31	Hopkins, Eric	Novato "Washer Rebate" Program	50.00
32	Idexx Laboratories	Control Organisms (Lab)	165.39
33	Jacob, Moses	Novato "Toilet Rebate" Program	150.00
34	Jim-n-i Rentals	Traffic Plates (6) (\$1,131) & Slow/Stop Paddles (6) (\$226) (So Novato Blvd Project)	1,357.27
35	OC Jones & Sons	Refund Security Deposit on Hyd Meter Less Final Bill	981.61

Seq	Payable To	For	Amount
36	Kemira Water Solutions	Ferric Chloride (10.11 tons)	7,477.15
37	King, Whitney	Novato "Washer Rebate" Program	50.00
38	Labrada, Jamie	Novato "Washer Rebate" Program	50.00
39	Lab Safety Supply	Windsock w/Mounting Hardware (STP)	202.40
40	Larsengines	Weed Eater String (782')	37.31
41	Larson, Jay	Novato "Washer Rebate" Program	50.00
42	Lexington Lion Wood Hollow	"Smart Irrigation Controller Rebate" Program	900.00
43		Cafeteria Plan - Child Care Reimbursement	208.33
44		Wage Assignment Order	284.00
45	Moore, Gloria	Novato "Washer Rebate" Program	50.00
46	Nelson, Paul	Novato "Toilet Rebate" Program	150.00
47	Novato Builders Supply	Lumber (\$73), Wood Float & Concrete	84.59
48	Olson, Teresa	Novato "Toilet Rebate" Program	75.00
49	Pace Supply	2" Corp Stops (6) (\$1,035) & 12" Mega Flanges (3) (\$838)	1,873.00
50	Parkinson Accounting Systems	Quarterly Accounting Software Support (8/1-10/31/11)	1,500.00
51	PERS Retirement System	Pension Contribution PPE 8/31	42,639.26
52	Petterle, Stephen	August Director's Fee	100.00
53	Quintanilla, Jose	Novato "Washer Rebate" Program	50.00
54	Ricco, Donald	Novato "Toilet Rebate" Program	150.00
55	Roberts & Brune	Fusible 12" PVC Pipe (600') (So Novato Blvd Project)	27,667.50
56		Cafeteria Plan - Child Care Reimbursement & Uninsured Medical Reimbursement	565.23
57	Rodoni, Dennis	August Director's Fee (\$200) & WAC/TAC Meeting - 8/1 (\$100)	300.00

Seq	Payable To	For	Amount
58	Sacramento Flow Control	Tester Hose, 1/4" Test Valves (2) (\$72) & Backflow Device (\$107)	198.60
59	Schoonover, John	August Director's Fee Less Deferred (\$150) & NBWRA Meeting - 8/15 (\$100)	250.00
60	Sequoia Safety Supply	Safety Glasses (48) (\$162), Sunscreen Towlettes (150) (\$84), Earplugs (800) (\$104), Bandages (200) & Ibuprofen (300)	370.94
61	Serafini, Bill	Novato "Toilet Rebate" Program	75.00
62	Shirrell Consulting Services	Sept Dental Ins Adm Fee	293.80
63	Sierra Chemical	Chlorine (2 tons)	1,013.33
64	SMART Real Estate	To Replace Cancelled Check - Never Cashed - Bank Account Closed	900.00
65	Smaw, Mary	Novato "Toilet Rebate" Program	150.00
66	Smith, Thomas	Novato "Cash for Grass" Program	161.00
67	Sonoma County Water Agency	FY11/12 North Bay Water Reuse Authority	128,161.11
68	Suchocki, Gail	Novato "Toilet Rebate" Program	150.00
69	Syar Industries	Asphalt (6.49 tons)	792.04
70	Tellechea, Maria	Novato "Toilet Rebate" Program	150.00
71	Thayer, Leda	Novato "Washer Rebate" Program	75.00
72	United Parcel Service	Delivery Services: Meter Reading Device ref'd for Repair & Freight for Test Instrument Calibration	20.94
73	Univar	Sodium Hydroxide (24,383 lbs)	7,863.52
74	Verizon California	To Replace Cancelled Check - Lost	643.38
75	Verizon Wireless	August CIMIS Station Data Transfer Fee (2)	19.22
76	Welsh, Joseph	Novato "Washer Rebate" Program	50.00
77	Winzler & Kelly	Engineering Services: Aqueduct Relocation (Balance Remaining on Contract \$34,711)	14,247.75
78	Winzer	Nuts, Bolts & Wheel Weights for Auto Shop (\$397)	448.10

Seq	Payable To	For	Amount
79	Wrench, Ed	Refund Overbilling for Backflow Device Erroneous Charge (Includes 92 Months + \$375.89 Interest)	1,140.74
80	Zell, Paul	Novato "Cash for Grass" Program	200.00
		TOTAL DISBURSEMENTS	<u>\$438,565.31</u>

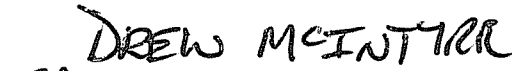
The foregoing payroll and accounts payable vouchers totaling \$438,565.31 are hereby approved and authorized for payment.



9/6/11

Auditor-Controller

Date



9/6/11

General Manager

Date

NORTH MARIN WATER DISTRICT CHECK REQUEST

(DO NOT USE IF THERE IS A VENDOR INVOICE)

PAYEE: <u>DENNIS J Rodoni</u>	DATE <u>8/9/11</u>
	AMOUNT: \$ <u>100-</u>

PURPOSE: ATTEND WAC/TAC meeting 8/1/11
in Santa Rosa - 9am - 1130 Am

[Handwritten Signature]

CHARGE TO:

DISPOSITION OF CHECK

- ☐ MAIL TO PAYEE
- ☐ HOLD FOR
- ☐ OTHER

JOB ACCOUNTING REVIEW

REQUESTED BY

APPROVED TO PAY BY

\\N\WDS\N\ADMINISTRATION\FORMS\CHECK REQUEST DOC REV.0510

Prepared By <u>md</u>	Accounting Review	POST DATE <u>8/11</u>	Vendor No. <u>Rodoni</u>
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Invoice Number (CK Req ID) <u>CKRQ 081711</u>	Invoice (CK Req) Date <u>8/17/11</u>	Invoice (CK Req) Amount <u>100.00</u>
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NMWD Comment:
WAC/TAC meeting - 8/1

Job Number	GL Account	Amount
	<u>5600101.11</u>	<u>100.00</u>
TOTAL		<u>100.00</u>

NORTH MARIN WATER DISTRICT

CHECK REQUEST

(DO NOT USE IF THERE IS A VENDOR INVOICE)

PAYEE: JOHN SCHOONOVER	
	DATE: 8/16/11
	AMOUNT: \$100.00
PURPOSE: ATTENDANCE AT NBWRA	
Date: 8/15/2011	

CHARGE TO:

DISPOSITION OF CHECK

☐ MAIL TO PAYEE


☐ HOLD FOR
OTHER

JOB ACCOUNTING REVIEW

REQUESTED BY

APPROVED TO PAY BY

\\NMWDSRV1\ADMINISTRATION\FORMS\CHECK
REQUEST.DOC REV. 0510

Prepared By <i>Am</i>	Accounting Review	POST DATE 8/11	Vendor No. 804001	 NORTH MARIN WATER DISTRICT
Invoice Number (CK Req ID) CKRQ 081711		Invoice (CK Req) Date 8/17/11	Invoice (CK Req) Amount 100.00	
NMWD Comment NBWRA meeting - 8/15				

Job Number	GL Account	Amount
	5600101.11	100.00
		100.00

DISBURSEMENTS - DATED SEPTEMBER 14, 2011

Date Prepared: 9/13/11

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*	Kessler, Sue	Employee Computer Purchase Loan	\$1,463.82
2	Aberegg, Michael	Drafting Services: Crest Tank As-Builts (\$715), Chipotle Mexican Grill (\$275) & Stafford Outlet Tower As-Builts (\$193) (Balance Remaining on Project \$16,924)	1,183.00
3	Able Tire & Brake	Tires (10) ('07 Int'l 4300-\$1,385 & '08 F350- \$1,217)	2,602.37
4	AirGas NCN	Multi-Charging Station for New Gas Monitors & Bump Gas	865.05
5	Alpha Analytical Labs	Lab Testing (Novato)	368.00
6	AT&T	Telephone Charges: Local (\$83) & Minimum (\$154)	237.36
7	Autoworld	Emergency Flasher/Relay Kit & Turn Signal Mechanism (\$200) ('03 Dodge Dakota)	256.35
8	Badger Meter	2" Water Meters (3)	1,455.95
9	Bayshore International	Accelerator Pedal Assembly ('99 Int'l 5yd Dump Truck)	253.10
10	Bel Marin Keys Community	Novato "Cash for Grass" Program	400.00
11	BPG Novato	Refund Overpayment on Closed Account	54.00
12	Buck's Saw Service	Weed Wacker String Holder	23.98
13	Calif Public Health Services	Reg Fee: Water Distribution Operator Exam (D- 2) (Joe Corda)	65.00
14	California State Disbursement	Wage Assignment Order (3)	1,478.50
15	CDW-Government	Replacement Laserjet Printer (Kehoe)	229.08

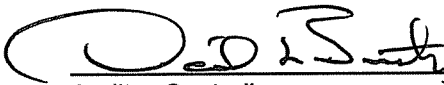
Seq	Payable To	For	Amount
16	Ceresa, David	Novato "Toilet Rebate" Program	75.00
17	Cole-Parmer Instrument	Filter Paper (100) (\$48) & Phosphate Buffer (\$178) (STP)	226.14
18	Cook Paging	September Pager Rental (2)	12.87
19	HSBC Business Solutions	Cocoa Mix, Thumb Drives (6) (\$82) & Readable DVD (\$22)	110.76
20	De Gabriele, Chris	Exp Reimb: July & Aug Mileage	232.05
21	Digital Prints & Imaging	Plotter Paper (1yd x 50 yds) (\$87) & Xerox Paper (3' x 500') (Eng)	124.72
22	Dougherty, Cheryl	Novato "Toilet Rebate" Program	75.00
23	Downer, Mary	"Water Smart Landscape Efficiency" Rebate - Mulch	100.00
24	FedEx Freight West	Delivery Service: Plans & Specs RW No-Seg 3	3.29
25	Finch, Lauren	Novato "Cash for Grass: Program	232.00
26	Fremouw Environmental Svc	Used Oil Recycled	50.00
27	Garcia, Alma	To Replace Cancelled Check-Bank Account Closed	61.41
28	Golden Gate Petroleum	Gasoline (\$3.58/gal) & Diesel (\$3.79/gal)	3,767.90
29	Grainger	Connectors (12) (\$50) & Hose Clamps (40) (\$34)	84.80
30	Hach	Silicone Oil (3), Glycine Reagent (2) (\$39), Ascorbic Acid Pillows (300) (\$63) & Chlorine Reagent (2) (\$109) (STP)	271.72
31	Hardy Diagnostics	Bacteria Controls (\$110) & Endo Broth (\$27) (Lab)	137.78
32	Hilti	Cleaner for Sealant Gun (12)	280.84
33	Hughes, MacAuley	Novato "Toilet Rebate" Program	75.00
34	Interstate Battery	Battery ('06 Chevy Colorado)	144.39
35	ITRON Service Center	Maintenance for Handheld Meter Reading Devices (9/1/11 - 11/30/11)	394.92

Seq	Payable To	For	Amount
36	Jackson, David	Exp Reimb: Serial Port for Computer	40.98
37	Jim-n-i Rentals	Traffic Plate Rental (3) (So Novato Blvd Project)	110.16
38	Journey Ford/Lincoln	Radiator Hose (\$86) ('08 F350) & Flasher Relay (\$21)	107.36
39	Lincoln Life	Deferred Compensation PPE 9/15	9,384.83
40	Maltby Electric	Electrical Supplies	241.48
41	Mani, Cassandra	Novato "Washer Rebate" Program	50.00
42	Marin Landscape Materials	Bark (\$81) (3 yds) (Front Office) & Concrete (\$289) (2 yds)	370.54
43	McAghon, Andrew	August Sludge Removal (15 loads)	4,200.00
44	McLellan, WK	Misc Paving: Novato Area (995.25 S.F.)	7,609.75
45	National Deferred	Deferred Compensation PPE 9/15	750.00
46	Nave Motors	Repaint Tool Box Door ('08 F350)	247.20
47	Noble, Christiane	Novato "Cash for Grass" Program	200.00
48	North Marin Auto Parts	Air Filters (2) (\$81), Oil Filters (6) (\$49), Motor Oil (21 qts) (\$93), Hand Cleaner (1 gal), Air Hose Adapter (2), Coupler, Air Hose Fittings (3) (\$27), Grease, 2 Cyl Oil, Hydraulic Oil (5 gals) (\$56), Hitch Pin, Pop Rivets (45), Pump Belts for Mixing Pump (14) (\$182) (STP), Drive Belts (4) (\$59) (STP), Spray Paint (2 12oz cans), Fuses (2), Trans Filter Kit, Trans Fluid (12 qts) (\$53) ('04 Chevy Silverado), Electrical Switches (4) (\$25), Air Hose Ferrules (2), Axle Clamps (2), Spark Plugs (4), Spark Plug Wire Sets (2) (\$40), Vacuum Hose (50'), Hose Seals, Rags (60 lbs) (\$163) & Air Hose (\$39)	979.60
49	North Bay Gas	Welding Wire (\$54), Welding Gloves, Acetylene (\$406), Nitrogen (\$555), Electrode (\$163) & August Cylinder Rental (\$308)	1,507.18
50	Novato Chevrolet	Fan Belt & Tensioner ('02 Chevy) (\$86), Brake Rotors (\$194), Pad Set (\$75) ('04 Chevy Silverado), Door Handle & Blower Fan Resistor	379.24
51	Ocampo, Manuel	Refund Overpayment on Closed Account	51.01

Seq	Payable To	For	Amount
52	Office Depot	Ink Cartridges (5) (Black & Tri-Color) (STP)	163.73
53	Pace Supply	Connection Rings (10), 4" Double Check Valve (\$2,011), 12" x 6" Tee (\$432), Hydrant (\$155), Bolt, Ell (\$266), Reducer (\$218) & Nipples (15) (\$215)	3,327.50
54	Pape Machinery	Window Latch ('04 John Deere Backhoe)	46.81
55	Personnel Concepts	Labor Law Poster Update Subscription (Landeros) (9/11-9/12) (Budget \$0)	87.89
56	Pini Hardware	Poison Oak Spray (2-32 oz bottles) (\$41), Eye Bolt, Chain for Tank Site Gates, Drop Cloth, Parts for RWF Turbidity Analyzer (\$47), 3 Volt Batteries (5) (\$38), Hardware Supplies, Pipe Strap, Wax Gasket & Bolt Set for Apt Toilet, Batteries for Barricade Flashing Lights (8) (\$108), Duct Tape (5-60yd rolls) (\$38), Cord Extension (STP), Wire Mesh, Brush, Wasp Spray (4), Lubricant & Conduits (7) (\$46)	420.62
57	Point Reyes Light	Display Ad: Salinity Intrusion Into Pt Reyes Well Supply	30.00
58	Rauch Communication Consultant	Provide Public Outreach for Recycled Water Program (Balance Remaining on Contract \$9,782)	180.00
59	RMC Water & Environment	Engineering Services: Recycled Water Project Title 22 Report (Balance Remaining on Contract \$27,907)	8,542.75
60	Roberts & Brune	2" Couplings (8) (\$494), 12" Coupling (\$146) & Meter Adapters (120) (\$1,167)	1,807.66
61		Cafeteria Plan - Uninsured Medical Reimbursement	137.21
62	Sebastopol Bearing & Hydraulic	Couplings (4) (\$77), Hydraulic Hose Fittings, Assembly for Dump Bed, Air Hose Fittings for Boring Machine, Hydraulic Pump Repair Parts (\$78), Pump Belts & Hose for Filters (\$165)	391.02
63	Shirrell Consulting Services	August Dental Expense	10,104.35
64	SST Insurance Brokers	Quarterly Pymt: Property, E&O & Fidelity Bond	21,192.50

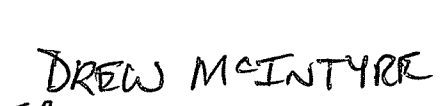
Seq	Payable To	For	Amount
65	Story, Eric & Lefler, Laura	Novato "Washer Rebate" Program	50.00
66	Tessin, Evelyn & Frank	Novato "Washer Rebate" Program	50.00
67	Tokuda, Christina	Novato "Washer Rebate" Program	50.00
68	US Postal Service	Meter Postage	1,000.00
69	Verizon California	Telephone Charges: Leased Lines (\$912) & Minimum (\$38)	950.54
70	Vermeer Pacific	1" Air Hose for Boring Machine (6')	292.28
71	Workforce Boots & Clothing	Safety Boots (Bynum)	145.79
		TOTAL DISBURSEMENTS	<u>\$92,596.13</u>

The foregoing payroll and accounts payable vouchers totaling \$92,596.13 are hereby approved and authorized for payment.


Auditor-Controller

Date

9/15/11


General Manager

Date

9/13/11

IN MEMORIAM

— Wilfred 'Will' or 'Tike' Lieb —

Will Lieb, chicken rancher and lifelong resident of Novato, passed away in his beloved Marin County on Sept. 6,



Will Lieb

2011. He is the brother of the late Richard Lieb and Lloyd Lieb, Jr. Dear uncle of Phillip (Jean) Lieb, Randy (Louise) Lieb, Barbara (Bruce) Berg, Don (Kay) Lieb and John Lieb. Will is survived by his two sisters-in-law, Blanche Lieb and Betty Lieb.

Born on the family ranch acquired by his grandfather almost a century ago, Will grew up during the era when Novato was rich with ranches and orchards. Will carried on his family's chicken operations for decades, proudly raising free range chickens on "sunshine and fresh air" while rejecting the conveniences and profitability of automation. He greatly enjoyed entering his favorite roosters in the National Rooster Crow Contest in Rogue River, Ore. Upon his retirement from ranching, he was the last chicken rancher in Marin County.

Will was born to Edith Pearl and Lloyd Lieb on

July 21, 1924. He attended San Rafael High School and received his Associate of Arts degree in Mechanical Engineering from Marin Jr. College. Known as Pfc. "Zeke" Lieb, he served for two years during World War II in the 914th Corps of Engineers in the South and Western Pacific. Will had a strong sense of civic duty and service, serving as a volunteer fireman for the Novato Fire District for many years. He was a founding member of the Novato Historical Society and served on numerous civic organizations. Will also ran for Novato City Council in the 1970s.

A "Celebration of Life" will be held on Saturday, Sept. 17, 2011, at 3 p.m. at the Parent-Sorensen Mortuary and Crematory, 850 Keokuk St., Petaluma, 707-763-4131. Memorial contributions may be made to Marin Agricultural Land Trust (MALT), P.O. Box 809, Point Reyes Station, Calif. 94956 in his memory.

PROOF OF PUBLICATION (2015.5 CCP)

STATE OF CALIFORNIA County of Marin

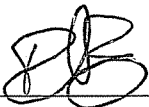
I am a citizen of the United States and a resident of the county aforesaid. I am over the age of eighteen years, and not a party to or interest in the above-entitled matter. I am the publisher of the Point Reyes Light, a newspaper of general circulation, printed and published in the town of Point Reyes Station, County of Marin and which newspaper has been adjudged a newspaper for general circulation by the Superior Court of the County of Marin, State of California, under the date April 26, 1949, Case Number 183007; that the notice of which annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates to wit:

9/8/11

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date at Pt. Reyes Station, California, this

13 day of September,
2011.


Signature

This space is for the County Clerk's Filing Stamp

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SEP 14 2011

North Marin Water District

Proof of Publication

NOTICE			
Salinity intrusion into the Point Reyes well supply serving the West Marin communities of Point Reyes, Olema, Inverness Park, and Paradise Ranch Estates has occurred beginning on August 16, 2011 and has caused sodium levels to increase from background levels of 15-30 milligrams per Liter (mg/L). The table below lists most recent concentrations for sodium and chloride in the West Marin water supply:			
Date	Sodium	Chloride	Units
09/6/2011	51	80	mg/l*
08/16/2011	51	89	mg/l*

*milligrams per liter

Chris DeGabriele, General Manager
North Marin Water District1

Published in the Point Reyes Light, September 8, 2011

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**Fictitious Business
Name Statement**
File No. 127590
The following person(s)
is (are) doing business as:
Fox-Goldberg Roofing Co.,
742 Francisco Blvd., B-19, San
Rafael, CA 94901. This business
is conducted by an individual:
Pierre Holkourch, 742 Francisco
Blvd., B-19, San Rafael, CA
94901. This statement was filed
with the County Clerk of Marin
County on August 19, 2011,
signed, J. Whitney, Deputy.
Published in the Point Reyes
Light September 8, 15, 22, 29,
2011.

**Fictitious Business
Name Statement**
File No. 127680

Valley, CA 94931. This business
is conducted by a corporation:
Grass Roots Community Cen-
ter, Inc., 254 Shoreline Hwy.,
Mill Valley, CA 94931. This
statement was filed with the

signed, J. Whitney, Deputy.
Published in the Point Reyes
Light September 15, 22, 29,
October 6, 2011.

NOTICE

Salinity intrusion into the Point Reyes well supply serving the West Marin communities of Point Reyes, Olema, Inverness Park, and Paradise Ranch Estates has occurred beginning on August 16, 2011 and has caused sodium levels to increase from background levels of 15-30 milligrams per Liter (mg/L). The table below lists most recent concentrations for sodium and chloride in the West Marin water supply:

Date	Sodium	Chloride	Units
09/13/2011	52	69	mg/l*
09/6/2011	51	80	mg/l*

* milligrams per liter

Chris DeGabriele, General Manager
North Marin Water District

Published in the Point Reyes Light, September 15, 2011

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