

**NORTH MARIN
WATER DISTRICT**

**NORTH MARIN WATER DISTRICT
AGENDA - REGULAR MEETING
October 4, 2011 – 7:30 p.m.
District Headquarters
999 Rush Creek Place
Novato, CA 94945**

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Est. Time	Item	Subject
7:30 p.m.	CALL TO ORDER	
	1.	APPROVE MINUTES FROM REGULAR MEETING , September 20, 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 ACTION CALENDAR
	5.	Approve: FY 2011 Annual Report
	6.	Approve: Change order #1 for Crest Tank No. 1 Interior Re-Coat- Blastco, Inc.
	7.	Approve: Leveroni Creek Bank Repair Project- Agreement for Construction Phase Services with Prunuske Chatham Inc.
	8.	Approve: Recycled Water Expansion Project South Service Area- Construction Management Services Contract Award
8:00 p.m.	INFORMATION ITEMS	
	9.	Auditor-Controller's Monthly Report of Investments for August 2011
	10.	Consulting Services Agreement with retired employee Rick Rudolph
	11.	TAC Meeting – October 3, 2011
	12.	NBWA Meeting- October 7, 2011
	13.	MISCELLANEOUS Disbursements Las Gallinas Valley Sanitary District- Overpopulation of Canada Goose Marin Conservation League- Business Environment Breakfast

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> State orders Millview to scale back Russian River diversion Family Tradition Runs Deep at Grossi's Dairy Power to the People: Council Votes to Join Marin Energy Salmon spawning runs under way on the Russian River Fish habitat project begins in Dry Creek watershed
9:00 p.m.	14.	<i>ADJOURNMENT</i>

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DRAFT
NORTH MARIN WATER DISTRICT
MINUTES OF REGULAR MEETING
OF THE BOARD OF DIRECTORS
September 20, 2011

6 **CALL TO ORDER**

7 President Schoonover called the regular meeting of the Board of Directors of North Marin
8 Water District to order at 7:30 p.m. at the District headquarters and the agenda was accepted as
9 presented. Present were Directors Jack Baker, Rick Fraitas, Steve Petterle and Dennis Rodoni.
10 Also present were General Manager Chris DeGabriele, Acting Secretary Katie Young, and Chief
11 Engineer Drew McIntyre.

12 District employees Robert Clark (Operations/Maintenance Superintendent) and Doug Moore
13 (Construction/Maintenance Superintendent) were in the audience.

14 **MINUTES**

15 On motion of Director Baker, seconded by Director Petterle and unanimously carried the
16 Board approved the minutes from the previous meeting as presented.

17 **GENERAL MANAGER'S REPORT**

18 **Point Reyes Well Grant Funding**

19 Mr. DeGabriele reported that Robert Clark, Operation/Maintenance Supervisor, and Pablo
20 Ramudo, Water Quality Supervisor, have prepared responses to the Department of Public Health
21 (DPH) questions about an emergency grant for funding Pt. Reyes Station Well Replacement. He
22 also stated that included in the response to the questions, the larger project is the Gallagher Well
23 and Pipeline project. Mr. DeGabriele said the emergency grant funding from the DPH is limited to
24 \$250,000. He stated that it would not be enough for North Marin Water District to complete the
25 Gallagher Well and Pipeline project and the District is hopeful that there is some grant funding
26 available. He advised the Board that the plan was to request \$1.75 million dollars, enough for both a
27 replacement well and the Gallagher Well and Pipeline project, although it was beyond what the

1 emergency grant could accommodate, and that the District was hoping for some funding now for
2 the replacement well and to get an elevated priority for a future SRF Loan to complete the Gallagher
3 project.

4 Director Baker questioned if there were other districts going for the grant money.

5 Mr. DeGabriele stated that at the last meeting, Robert Clark mentioned it was very difficult to
6 get emergency grant funding. He stated that the District may be limited in the quantity of water that
7 can be delivered in the future, and that these circumstances may help the District receive the grant.

8 Infineon Raceway

9 Mr. DeGabriele informed the Board that Drew McIntyre, Chief Engineer, was informed that
10 Infineon Raceway is planning habitat restoration and erosion control work on the Petaluma River
11 Watershed side of their property. He stated that Infineon Raceway has requested to truck in and use
12 the District's Recycled Water to help with the construction work for about 2 weeks. Mr. DeGabriele
13 thought that it was a good idea for the District to try and expand the use of Recycled Water.

14 Director Fraites asked what the purpose was for Infineon Raceway doing this restoration.

15 Mr. DeGabriele stated that it is for a clean-up effort to remove old truck tires from the
16 drainage channels and at the same time put in plants for erosion control.

17 OPEN TIME

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

20 STAFF / DIRECTORS' REPORTS

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

23

1 Draft Annual Report

2 Administrative Assistant Katie Young, provided the Board with a draft of the Annual Report
3 for FY 2011. Ms. Young asked that the Board review the draft report and respond with comments to
4 be reviewed by Mr. DeGabriele and integrated into the report.

5 Director on Vacation

6 Director Baker stated that he would be unable to attend the next Board meeting on October
7 4th as he will be out of town.

8 **MONTHLY PROGRESS REPORT**

9 The August Progress Report was included in the agenda for the Board to review.

10 **CONSENT CALENDAR**

11 On the motion of Director Petterle, seconded by Director Fraites and unanimously carried
12 the following items were approved on the consent calendar:

13 **WINZLER & KELLY GENERAL SERVICES AGREEMENT**

14 The Board authorized the General Manger to execute a General Consulting Services
15 Agreement between NMWD and Winzler & Kelly with a not-to-exceed limit of \$30,000.

16 **REQUEST GOVERNOR BROWN VETO SENATE BILL 293**

17 Senate Bill 293 was passed by the State Legislature and sent to the Governor on September
18 14, 2011. The bill limits contract payment retentions on public works projects to just 5%, down from
19 the current 10% standard used by NMWD.

20 The Board authorized President Schoonover to sign a letter to Governor Brown requesting a
21 veto of Senate Bill 293.

22 **RESPONSE TO CUSTOMER LETTER RE: HIGH BILL COMPLAINT**

1 The Board received a letter from a customer expressing her concern about the charges on
2 her most recent water bill, especially the bi-monthly service charge increase.

3 The Board approved the proposed response to the customers' letter.

4 **ACTION CALENDAR**

5 **APPROVE: AMENDMENT TO MOU BETWEEN NMWD AND NMWD EMPLOYEE ASSOCIATION**

6 Mr. DeGabriele stated that at the closed session last meeting, the Board had the opportunity
7 to see the counter proposal from the North Marin Water District's Employee Association. He
8 informed the Board that he has attempted to address both parties' concerns in the proposed
9 Amendment to the Memorandum of Understanding (MOU) between NMWD and the NMWD
10 Employee Association and the amendment has been reviewed by Joe Wiley, District legal counsel
11 for employment relations. Mr. DeGabriele stated that the existing MOU expires on September 30,
12 2011 and the MOU Amendment stipulates that there be no cost of living adjustments during the
13 MOU Amendment term which would extend the existing agreement for 1 year. He also stated that,
14 consistent with the current MOU, the District will conduct a salary benefit survey, expected to be
15 completed in the spring or summer 2012. Mr. DeGabriele stated that other provisions remained the
16 same, and provided a 1-year extension with no COLA for any District employees including
17 confidential employees and the General Manager as identified in an "end note" to the MOU
18 Amendment.

19 Director Baker credited Mr. DeGabriele for his efforts to seek a middle ground. He stated his
20 opinion that the end note in the MOU Amendment was not appropriate. Director Baker stated that he
21 would abstain from voting on the item.

22 Director Fraites stated that he feels uncomfortable addressing the issue of the MOU
23 Amendment and believes it should be discussed in closed session. He stated that the end note, in
24 his opinion, removes the Board's ability to make future decisions and does not believe it is proper.

1 Director Rodoni stated that he thinks the MOU Amendment is acceptable for what it is and
2 the end note is not part of the agreement, just an added footnote. Director Schoonover stated that
3 he thought it was fine.

4 Director Petterle asked the Board if they were clear that it was not part of the agreement and
5 is not a negotiable term and it is the Board's decision.

6 Mr. DeGabriele answered that is exactly what it says, it is not a negotiable term of the MOU
7 but the Employee Association wanted to hear from the Board that there would not be COLA for the
8 officers, GM and confidential employees.

9 On the motion of Director Rodoni, seconded by Director Petterle, the Board approved the
10 Memorandum of Understanding Amendment between the North Marin Water District and the North
11 Marin Water District Employee Association by the following vote:

12 AYES: Directors Petterle, Schoonover, Rodoni

13 NOES: None

14 ABSTAIN: Directors Baker, Fraites

15 ABSENT: None

16 **APPROVE: PETITION FOR CHANGE – NORTH MARIN WATER DISTRICT LAGUNITAS CREEK**

17 **WATER RIGHTS**

18 Mr. DeGabriele presented the Board with the information about the District's Petition for
19 Change to the State Water Resource Control Board regarding water rights held by the District on
20 Lagunitas Creek. He stated that in December of last year, the District submitted petitions for change
21 to the State Board for the District's existing water right License 4324B and the two permits that the
22 District holds for diversion from Lagunitas Creek.

23 Mr. DeGabriele said that the petitions propose to add a point of diversion to the License
24 4324B at the Gallagher Well and also to add a point of diversion to Permit 19725 at the Gallagher

1 Well. He stated that the petition also proposed to dedicate Permit 19724 to in stream uses and to
2 License Permit 19725.

3 Mr. DeGabriele informed the Board that in the late spring/early summer, the State Board
4 verbally indicated that under the current State Board procedures, the State Board didn't need to give
5 notice and hold a public review process for the added point diversion. He stated that the State
6 Board has further requested assistance in determining how much water would be licensed under
7 Permit 19725 and how much would be dedicated in stream.

8 Mr. DeGabriele said that he has completed an analysis using historical data which shows
9 the maximum amount diverted over the last 21 years is 378.1 acre/feet (AF). Mr. DeGabriele
10 advised the Board that the District would use 378 AF as the target to seek authorization for diversion
11 under both the existing License 4324B and the proposed Permit 19725 License.

12 Mr. DeGabriele requested authorization from the Board to request the State Water
13 Resource Control Board convert the District's Permit 19725 to license and then dedicate the
14 remainder to in stream flow dedication as shown in the analysis.

15 On the motion of Director Baker, seconded by Director Fraites, the Board unanimously
16 authorized staff to submit proposals to the State Board for Permit 19725 licensing and Permit 19724
17 in stream dedication.

18 Mr. DeGabriele advised the Board that along with the analysis, he refreshed the District's
19 water demand projection for West Marin and the District should be able to meet water demand
20 requirements consistent with development projected in the Marin County Wide Plan.

21 **INFORMATION ITEMS**

22 **ALTERNATE/FLEXIBLE WORK SCHEDULE EVALUATION**

23 Mr. DeGabriele reminded the Board about the provision of the existing Memorandum of
24 Understanding with the NMWD Employee Association which addresses Alternate/Flexible Work
25 Schedule Trial Program. He stated that he asked Department Heads for their input regarding the

1 trial program and he developed some statistics. Mr. DeGabriele reported that there is just over 50
2 full-time equivalent employees currently employed, two less than authorized in the FY 2012 Budget,
3 Forty-Seven are regular full-time employees and 6 of these employees work a 9/80 schedule. He
4 stated that the District also has 12 regular full-time employees that work a flexible work schedule still
5 working 8 hours a day, 5 days a week but they may start late or start early; most of which take a half-
6 hour lunch to accommodate their schedule. Mr. DeGabriele said that Department Heads have done
7 a good job to make sure that there is employee coverage at all times to meet the customer needs.
8 Mr. DeGabriele advised the Board that the District would continue the existing program although it
9 can be stopped at any time.

10 Director Schoonover asked if an employee can change within the program. Mr. DeGabriele
11 responded that the District has developed a request form with reasoning why there would be an
12 alternate or flexible schedule. He stated that the schedule has to be approved by Supervisor,
13 Department Head and the General Manager.

14 **STAFFORD TREATMENT PLANT PROGRAM QUALITY VERIFICATION**

15 Robert Clark informed the Board about the inspection that took place in June by the
16 California Division of Occupational Safety and Health. He stated that periodically CalOSH inspects
17 facilities like the Stafford Treatment Plant to confirm chlorine gas safety. Mr. Clark said that Marco
18 Jennison, the Treatment Plant Operator on duty, gave the CalOSH inspector a tour of the Treatment
19 Plant and the inspector identified three items for corrective action. He said CalOSH requested
20 copies of several documents that they would review further but indicated that the facilities looked
21 great overall.

22 Mr. Clark stated that on September 6th, the District received a Citation and Notification of
23 Penalty that there were eight issues that were not in compliance with CalOSH standards. Mr. Clark
24 informed that Board that during the inspection, three items were noted: the chain at the top of a
25 ladder to the chlorine scrubber was not attached; respirators were not stored properly; and the need

1 to replace the windsock. He stated that all of those items were corrected the next day. Mr. Clark
2 stated that the five remaining items did come with a penalty: the grinding machine did not have
3 proper clearance for the work rest platform and tongue guards; three propane cylinders needed to
4 be properly stored; there were no covers on the eyewash station; and documentation and tracking
5 issues from the 2006 Process Hazard Analysis for the Chlorine system were not found. Mr. Clark
6 stated that as of the meeting, all of the tasks had been completed and he had spoken with the
7 CalOSH representative and was able to get the fine reduced from \$900 to \$500.

8 **NBWRA UPDATE**

9 Drew McIntyre informed the Board that the North Bay Water Reuse Authority (NBWRA) held
10 its quarterly meeting on August 15th and he included the draft minutes for the Phase 1 meeting along
11 with the Phase 2 meeting, (although the District is only involved with Phase 1, Recycled Water
12 Project). Mr. McIntyre stated that some of the highlights from the meeting were that all of the
13 member agencies submitted quarterly invoices to the U.S. Bureau of Reclamation and that the
14 District should receive approximately \$177,000 in the next month as part of the first American
15 Recovery and Reinvestment Act (ARRA) grant payment.

16 Mr. McIntyre stated that there was a summary on the conservations credits with Ohlone
17 Mitigation Bank that deals with acreage that has a potential to impact California Red-Legged Frog
18 and for the Recycled Water North and South Project it was identified in the Environment Impact
19 Report that the District has a potential to disturb Red-Legged Frog habitat of up to 1.7 acres in the
20 North and 5.4 acres in the South. Mr. McIntyre continued to state that there was a ratio of 0.1 to 1
21 that was required through the Biological Opinion for the District to mitigate by purchasing through
22 the Ohlone Mitigation Bank 0.17 acres for the Red-Legged Frog Mitigation, costing \$12,700.

23 Mr. McIntyre advised the Board that the NBWRA does need to adopt a Conflict of Interest
24 Code and there will be a hearing on the November 14th meeting. He stated that once that is
25 approved, there will be a standard Form 700 for NBWRA Board Members to file.

1 Mr. McIntyre informed the Board that in addition to the ARRA grant funds, Las Gallinas
2 Valley Sanitary District and North Marin Water District were successful in getting a WaterSMART
3 grant for \$296,000 for the South Service Area. He stated that the grant also covers Phase 2 on the
4 South Service Area project which is the final part in the Hamilton Area. Mr. McIntyre stated that at
5 the last Board meeting, he gave the District's project costs for the South Service Area and identified
6 to the Board that the District had higher project costs than what had originally been submitted with
7 the original grant applications. He said that the District will get an extra \$375,000 in grant money to
8 help with higher projects costs.

9 Mr. McIntyre stated that the NBWRA will receive \$2 million in Proposition 84 State grant
10 funding and of that \$2 million, the District will receive about \$200,000 for the South Service Area and
11 \$200,000 for the North Service Area.

12 **MISCELLANEOUS**

13 The Board received the following miscellaneous information: Disbursements.

14 The Board also received the following news articles: Wilfred "Will" Leib Obituary, Salinity
15 Notices and State water board adopts Russian River frost plan.

16 **ADJOURNMENT**

17 President Schoonover adjourned the meeting in the memory of Wilfred "Will" Leib, a long-
18 time Novato resident and friend of the North Marin Water District at 8:20 p.m.

19 Submitted by
20
21 Katie Young
22 Acting District Secretary

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MEMORANDUM

To: Board of Directors
From: Katie Young, Administrative Assistant
Subject: Final Annual Report Fiscal Year 2010-2011
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September 30, 2011

RECOMMENDED ACTION: Approve Fiscal Year 2010-2011 Annual Report

FINANCIAL IMPACT: None

Attached is the Final Annual Report for Fiscal Year 2010-2011. There were only a few minor changes made by the Board and staff.

RECOMMENDATION

Board Approve Fiscal Year 2010-2011 Annual Report.



NORTH MARIN WATER DISTRICT

**Annual Report
FY 2010-2011**

HISTORICAL HIGHLIGHTS

- 1948** The Novato community approves formation of the North Marin Water District and purchase of Novato Water Company.
- 1949** Novato voters impose a significant tax upon themselves (77¢/\$100 assessed value) to finance a \$2 million bond issue to purchase and upgrade the private water system and to construct a dam at Stafford Lake and build a water treatment plant.
- 1951** Contractor T.E. Connolly of San Francisco constructs Stafford Lake Dam, designed by Kennedy Engineers, to impound 560 million gallons (MG) of water.
- 1952** Stafford Water Treatment Plant, designed by Kennedy Engineers and built by C. Norman Peterson, goes into operation. It has a capacity of 3.75 million gallons per day (mgd).
- 1954** The spillway at Stafford Lake is raised to increase the reservoir capacity to 1.45 billion gallons, boosting the annual safe yield of Stafford Lake to 620MG.
- 1960** Voters approve a \$3.79 million bond issue to finance system improvements, most notably construction of an aqueduct connecting Novato to the Russian River.
- 1961** The North Marin Aqueduct, a 9.4-mile, 30" pipeline from southern Petaluma to Novato is constructed. The aqueduct is capable of supplying 6.5 mgd.
- 1963-66** Multiple water storage tanks are constructed, increasing storage from 2MG to 16MG.
- 1970s** Five small West Marin improvement districts are annexed into NMWD at the request of West Marin citizens: Oceana Marin Sewer in 1969; Point Reyes Station/Inverness Park Water in 1970; Olema Water in 1973; Tomales Sewer in 1975; and Paradise Ranch Estates Water in 1979.
- 1973-75** System storage capacity is increased to 26MG with construction of the Atherton (5MG welded steel) and Pacheco (5MG concrete) Tanks.
- 1974** Stafford Treatment Plant is modified to increase production capacity to 6.3 mgd.
- 1980s** North Marin assumes a leadership role in the water conservation field, pioneering programs such as connection fee discounts for installation of xeriscapes in new residential construction and "Cash-For-Grass" rebates for existing customers who replace irrigated turf with xerophytic plants.
- 1983** The US Army Corps of Engineers completes the construction of the Warm Springs Dam, creating a water supply pool in Lake Sonoma of 69 billion gallons.
- 1990s** Marin United Taxpayers twice touts NMWD as the Best Managed Public Agency in Marin County.
- 1998** The District celebrated 50 Golden Years of Quality, Excellent Service and Tradition.
- 2001** Marin Municipal Water District agrees to reorganize boundaries at Hamilton AFB to be coincident with Novato city limits, enabling NMWD to serve areas within Novato formerly served by MMWD.
- 2002** Amaroli Tank, a 4.5MG buried concrete tank adjacent to Highway 101 on Ammo Hill, is completed and increases total Novato area storage capacity to 33MG.
- 2003** Reconstruction of the Stafford Water Treatment Plant commences.
- 2005** A 180,000-gallon concrete storage tank is constructed in Point Reyes Station to replace a 36-year-old 100,000-gallon redwood tank serving the West Marin community.
- 2006** The Restructured Agreement for Water Supply with Sonoma County Water Agency (SCWA) is executed, authorizing SCWA to construct facilities to increase North Marin's water delivery entitlement to meet Novato's future needs consistent with community general plans in place.
- 2006** The Stafford Water Treatment Plant \$16 million reconstruction project concludes, enabling Stafford Lake water to meet anticipated future water quality standards.
- 2006** A 150,000-gallon concrete storage tank is constructed on Sir Francis Drake Road, ½ mile east of Olema, to replace a 43-year-old 80,000-gallon bolted-steel tank.
- 2007** The 0.5 mgd Deer Island Recycled Water Facility, located adjacent to Highway 37 immediately south of Deer Island, commenced operation in June 2007 serving Stone Tree Golf Course.
- 2008** The 500,000-gallon Center Road Tank, constructed to mitigate fire-storage deficiencies in west Novato, is completed.
- 2009** Palmer Drive Tank is completed adding 3MG of first-zone storage in southern Novato, and increasing total Novato area storage capacity to 37MG.
- 2011** Expansion of the recycled water distribution system commences. Utilizing federal grant and loan funds and working in conjunction with Novato & Las Gallinas Sanitary Districts, the project will provide approximately 130MG annually to large-landscape customers in north and south Novato.

For a narrative description of North Marin Water District history of formation and expansion in Novato and West Marin, please visit our website at www.nmwd.com and click on Service Area.

NORTH MARIN WATER DISTRICT

BOARD OF DIRECTORS

Jack Baker, served since 1983
Rick Fraitcs, served since 2003
Steve Petterle, served since 2001
Dennis Rodoni, served since 1995
John Schoonover, served since 1984

OFFICERS

Chris DeGabriele, General Manager, appointed 1995
Renee Roberts, District Secretary, appointed 2005
David L. Bentley, Auditor-Controller, appointed 1987
Drew McIntyre, Chief Engineer, appointed 1998

DEPARTMENT MANAGERS

Administration & Finance	David L. Bentley
Construction/Maintenance	Doug Moore
Engineering	Drew McIntyre
Operations/Maintenance	Robert Clark

MISSION STATEMENT

We provide an adequate supply of safe, reliable and high quality water and deliver reliable and continuous sewer service to our customers at reasonable cost consistent with good conservation practices and minimum environmental impact.

BOARD MEETINGS

Regular Board meetings are held on the first and third Tuesday of each month at 7:30 p.m. Meetings are normally held at North Marin Water District headquarters, 999 Rush Creek Place, Novato. For meeting agendas, contact the District Secretary at 415-897-4133 or visit the website at www.nmwd.com

(Front cover photo: Crest Tank #2)

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MESSAGE FROM THE GENERAL MANAGER ... *Chris DeGabriele*

The North Marin Water District (North Marin) carries out its Mission with a highly-motivated and competent staff empowered to conduct the District's business by placing customer needs and welfare first. Each day, District employees strive to carry out their work mindful of these basic principles: Good Water, Good Service, Good Value, and A Safe Place to Work. This annual report updates customers on the North Marin accomplishments in FY 2011 and provides a snapshot of our current efforts and financial performance.

The Russian River water delivery system from Sonoma County Water Agency (SCWA) typically provides 80% of Novato's water supply, but continues to have limited capacity in summer months. Rainfall in FY 2011 totaled 30.06" and no restrictions on the Russian River supplies were necessary. Ample water was available for fish, agriculture and urban deliveries. North Marin's new Stafford Lake water treatment plant was fully utilized to augment Russian River supplies with local water supply and the Deer Island recycled water treatment facility (a joint project between North Marin and Novato Sanitary District) delivered highly-treated recycled wastewater to irrigate Stone Tree Golf Course.

SCWA has abandoned its efforts to construct previously contemplated necessary Russian River water production and delivery facilities (pumps and pipelines) to fulfill the new Restructured Agreement contract requirements for increased Russian River water. Competing environmental and fishery-related interests had delayed the expanded Russian River water facility development, and SCWA is now focused on completing the Biological Opinion for water supply in the Russian River watershed. The Biological Opinion issued by the National Marine Fisheries Service lays out the requirements to preserve, protect and restore the fisheries over the next 15 years and maintain the existing Russian River water supply. Additionally, state legislation passed in November 2009 (SB7X-7) will force a 20% reduction in per capita water use by 2020. North Marin must achieve more water conservation and development of recycled water to further stretch our local source of supply in future years.

Weather patterns in FY 2011 repeated the FY 2010 conditions and rainfall remained above average. The return to wet winter weather patterns resulted in reduced water sales for the fiscal year and reduced revenue. In response in June 2010, the Board of Directors authorized a series of 11% water rate increases over the next 3 years.

In West Marin, normal year water supply conditions on Lagunitas Creek prevailed and customers experienced no water restrictions. Work on long-range improvements continued and preliminary design work on the treatment plant solids handling facility was completed.

At \$525 per year, the cost of water service for a typical Novato single family home using 121,176 gallons of water a year is the sixth-lowest of urban area water purveyors (**see chart page 15**). Water remains a good value for Novato customers.

WATER SUPPLY

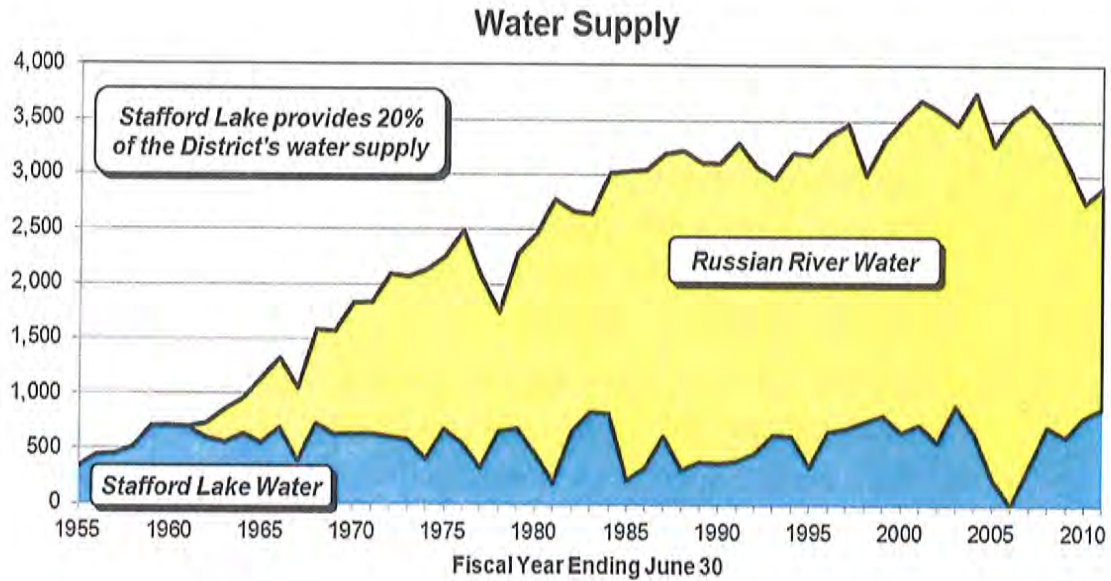
STAFFORD LAKE – Local Source Provides 20% of North Marin’s Supply

Stafford Lake lies four miles west of downtown Novato and collects the runoff from 8.3 square miles of watershed land adjacent to the upper reaches of Novato Creek. The lake has a surface area of 230 acres and holds 4,450 acre-feet (1,450 MG) of water. Water from Stafford Lake is fed into the 6 million gallons per day (mgd) treatment plant located just below the dam. In FY 2011, 2,714 acre feet (884MG) of water was produced from the new Stafford Lake Water Treatment Plant.

RUSSIAN RIVER – Provides 80% of North Marin’s Annual Supply

Russian River water originates from both the Eel River and the Russian River watersheds northeast of the City of Ukiah (Lake Mendocino) and west of Healdsburg (Lake Sonoma). The Coyote Dam and Lake Mendocino impounds the Eel River diversions and winter runoff from the local watershed. Warm Springs Dam and Lake Sonoma impound winter runoff from the Dry Creek and Warm Springs local watersheds. Lakes Mendocino and Sonoma combined can store 367,500 acre feet to meet the regions’ water supply needs. Releases from the lakes flow to a point about 10 miles upstream of Guerneville (**see map on page 14 of this report**), where six deep Ranney Collector wells draw river water that has been filtered through 60 to 90 feet of natural sand and gravel to perforated pipes located at the bottom of each well. The thick layer of sand and gravel through which the water must pass before reaching the intake pipes provides a highly-efficient, natural filtration process which, with chlorination treatment, produces a clear, potable, bacteria-free water. This water is then fed directly into the SCWA aqueduct system.

In FY 2011, North Marin received 6,179 AF (2,013 MG) of Russian River water. North Marin has an agreement in place with SCWA to provide sufficient supply and meet Novato's current and future water supply needs. There continues to be competing interests for Russian River water, principally to protect steelhead and salmon listed as threatened or endangered species under the Endangered Species Act.



ADMINISTRATION

The Administration Department is comprised of the Administrative Services, Consumer Services, Finance, Human Resources and Information Systems divisions.

Consumer Services is responsible for the accurate and timely meter reading and billing, rendering and accounting for 145,000 bills annually. During the year, field staff responded to 1,317 customer calls for water service assistance and received a 92% positive response from customers pertaining to the service rendered.

- The Conservation Incentive Rate, enacted in Novato in June 2004 and focused on residential water use exceeding 1,845 gallons per day, continued to prove successful in reducing water demand. Residential consumption in the targeted tier was down 79% in FY 2011 compared to FY 2003. In addition to reducing consumption, the incentive rate has generated \$618,000 in additional revenue, which funds are dedicated to further promote water conservation measures in Novato.
- In January 2006, a Conservation Incentive Tier Rate (CITR) was implemented in Novato. The new tier rate is applicable to residential water use between 615 and 1,845 gallons per day. About 25% of residential customer use is in excess of 615 gpd sometime during the year (75% of residential customers never use more than 615 gallons per day). The CITR is designed to further encourage high-use residential customers to review and tighten-up their landscape irrigation practices. FY 2011 water use within the CITR range declined 50% compared to FY 2005.
- In February, the District's 2011 Urban Area Water Cost Comparison showed that North Marin's cost of water service remains below the median of the seventeen urban agencies serving the greater San Francisco Bay Area. The annual cost for water service to a typical single-family home in Novato stood at \$525.

The **Finance Department** is responsible for general accounting and budgeting, payroll, purchasing, treasury management, risk management, materials inventory and human resources. The accounting staff renders a full financial statement monthly with extensive cost-accounting detail allowing District managers and Directors to closely monitor revenue and expenditures relative to the adopted budget.

FY 2011 financial highlights include:

- The District, on a consolidated basis, received 76% of budgeted income and expended 81% of budgeted outlays over the year. Operating Revenue was at

91% of budget, and Operating Expenditures came in at 91%. \$3.6 million (60%) of the Improvement Project Budget was expended. The District's cash balance decreased \$2.1 million during the year.

- Novato water consumption was up 4% from the prior year. Stafford Treatment Plant produced 884 MG (2,714 AF) during the year, up 11% from the prior year, as winter rain filled the lake in February. The net loss for the year of \$1.1 million exceeded the \$900,000 budgeted loss, and compares to a loss of \$3.3 million the prior year.
- The 0.5 MGD Deer Island Recycled Water Facility delivered 54 MG to the Stone Tree Golf Course during the fiscal year. The fiscal year net loss of \$120,000 compares to a budgeted net loss of \$125,000.
- West Marin potable water consumption was down 1% from the prior year. The \$98,000 net income compares to a budgeted income of \$164,000 and to a net loss of \$6,000 the prior year. The amount borrowed from Novato decreased \$64,000 during the year and stood at \$357,000 at fiscal year end.
- Oceana Marin Sewer's net income of \$24,000 compares to a budgeted income of \$22,000 and to a net loss of \$10,000 the prior year. Oceana Marin ended the year with a cash balance of \$316,000.
- During the year the District enacted three annual water rate increases in Novato averaging 11% each year, effective June 1, 2011, June 1, 2012, and June 1, 2013. A 9% increase applicable to West Marin water customers was approved, effective August 1, 2011.



The Accounting Staff was awarded a Certificate of Achievement for Excellence in Financial Reporting

ENGINEERING

The Engineering Department consists of professional and technical staff that oversees the planning, permitting, design, construction and project management of water supply, treatment, transmission and distribution facilities necessary to serve North Marin's customers in Novato and West Marin. Engineering functions for wastewater-related facilities are also provided by the Engineering Department to support North Marin's wastewater collection, treatment and disposal system in Oceana Marin. Property owners or developers desiring new water service or an upgrade to their existing service are assisted by the Engineering Department pursuant to North Marin regulations.



Bel Marin Keys Looping Project



Leveroni Creek Bank Repair

In the Novato service area, the Engineering Department oversaw the majority of fifty-two projects with a combined fiscal year total expenditure of \$3,150,145. Of these fifty-two projects, thirty-six were completed within the budget year. Some of the significant projects included completion of the 500,000 Gallon Crest Tank #2, Bel Marin Keys Looping, PB Replacements on Holstrom Circle/Jan Way (26 services), San Domingo Way/San Ardo (24 services), Sanchez Way/Mae Ct (29 services), and Leslie Ct/San Blas Ct/Spinosa Way (15), Leveroni Creek Bank Repair – design phase, Stafford Lake Sediment Survey, Stafford Dam Concrete Apron Repairs and design of the Recycled Water RW Expansion projects (North and South service areas).



In the West Marin service area, including Oceana Marin, the Engineering Department oversaw two of the ten projects with combined fiscal year total expenditures of \$83,593. The most significant projects in West Marin were the Point Reyes Treatment Plant Solids Handling Facility Study and PRE Tank #2 Retaining Wall (pictured to the left).



South Novato Main Break Repair

MAINTENANCE

The Maintenance Department is comprised of Electrical/Mechanical, Fleet, Building/Grounds and Distribution Cross Connection and Control staff. The Maintenance Department is responsible for all maintenance tasks throughout the Novato, West Marin and Oceana Marin service areas.

The Maintenance Department works closely with the Operations Department to ensure proper operation of Treatment and Distribution equipment for continuous service to our customers. In Novato, this equipment includes the Stafford Treatment plant, 33 pump stations, 36 tanks, 14 pressure regulators, just under 2,000 cross connection devices, over 3,000 hydrants and 3,800 valves.

In West Marin, the Maintenance Department maintains the Lagunitas Creek wells, Point Reyes treatment plant, 13 tanks in West Marin at Point Reyes Station, Olema, Inverness Park, Paradise Ranch Estates, and Bear Valley. Additionally, the department maintains the collection and wastewater treatment operations in Oceana Marin.

Maintenance Department accomplishments during the FY 2011 include: 22 facilities improvement projects, 32 continuous improvement projects and over 928 routine maintenance tasks.

The staff continued to execute on the day-to-day activities while performing projects on the remote telemetry unit replacements for the aqueduct control and operation, Bel Marin Keys backflow device upgrade, Oceana Marin remote alarm and telemetry upgrade, Oceana Marin dosing tank rehabilitation and the Point Reyes Well #3 rehabilitation.

Building and Grounds Maintenance staff continued to make use of mulch as a weed deterrent,



however due to the heavy spring rain staff was required to cut weeds back twice. This group also completed the large tree installation and landscape irrigation for the Crest Tank site. **(pictured to the right above)**

Jim Diggs, the Senior Cross Connection Control Technician retired after 25 years of service. Cross-Control Connections tasks were divided between three people for continued

customer service improvement. The group tested all backflow devices and partially flushed the distribution system to continue to maintain a high level of water quality and optimize water use.



Oceana Marin Dosing Tank Before



Oceana Marin Dosing Tank Re-Stored and Re-Coated

OPERATIONS

The Operations Department is comprised of the Operations and Water Quality Departments. They share the responsibility of monitoring the Stafford Lake watershed and working cooperatively with landowners, the Indian Valley Golf Course and the Marin County Parks and Open Space District.

The Operations Department manages the water supply and distribution for Novato and West Marin communities. In Novato, this department balances the tasks of treating and distributing water from Stafford Lake and imported Russian River water while maintaining appropriate water storage levels to reliably meet all water system demands and fire protection requirements. These requirements include regulations required by the California Department of Health Services. In Novato, the department managed 29 million gallons (MG) of finished water in 36 storage tanks through four hydraulic pressure zones and 33 pump stations.

In West Marin, the Operations Department operates the Lagunitas Creek wells and Point Reyes treatment plant that produced 7.9 million gallons of finished water supplying water to Point Reyes Station, Olema, Inverness Park, Paradise Ranch



Estates, and Bear Valley. Additionally, the department operates the collection and wastewater treatment operations at Oceana Marin.

Operations Department's activities and accomplishments during the FY 2011 include: 3 improvement projects, 22 major maintenance tasks

during the Stafford Treatment Plant winter shut down and 740 routine maintenance tasks throughout the year. A new Chlorine Dioxide Generator (**pictured above**) was constructed at the Stafford Treatment Plant that improved the control of dosing fluctuations, chemical use efficiency and reduced costs.

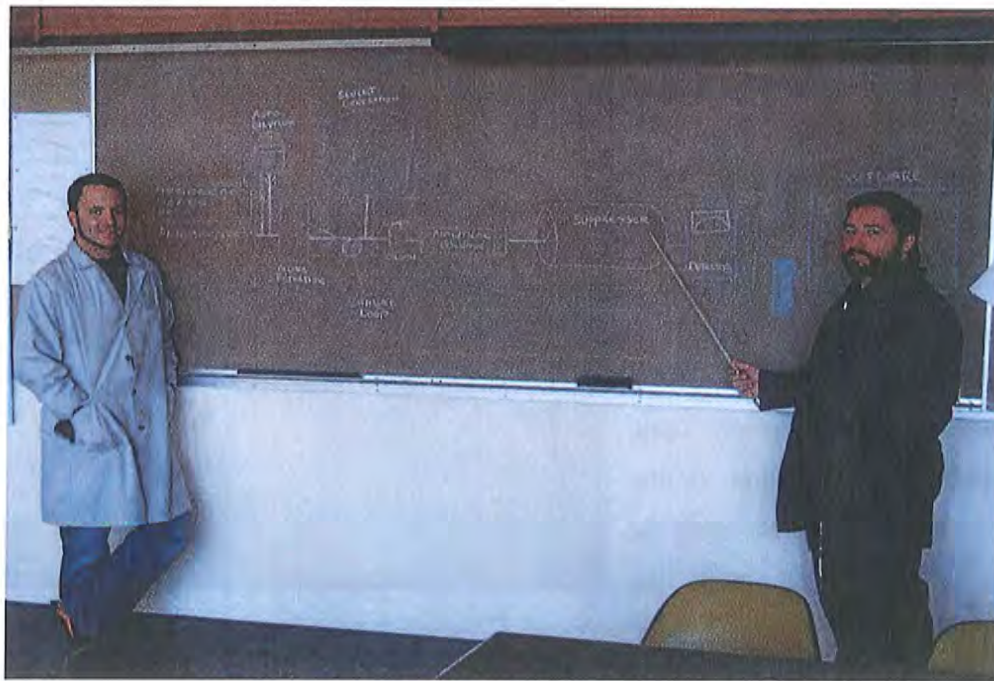
The Water Quality Department provides oversight to all aspects of North Marin operations to ensure that water quality is protected using a multi-barrier approach. Surveillance and monitoring is performed at multiple points from source to tap. North Marin's laboratory performs thousands of water quality tests each year as required under

state and federal drinking water regulations to support the work performed by other District departments. Annually, a water quality report is sent to all District customers in both Novato and West Marin. In addition, Water Quality Department staff respond to customer calls with specific information on water quality.

Water Quality accomplishments during the FY 2011 include assisting the Novato Sanitary District with Lab staffing needs, and replacement of the Lab Ion Chromatograph (IC) **(pictured to the right)** that required six months of parallel testing to attain Environmental Laboratory Accreditation Program certification. During the year Water Quality staff monitored the California Office of Environmental Health Hazard



Assessment release of a revised draft public health goal (PHG) for the probable human carcinogen hexavalent chromium (hex-chrome) and also a new draft PHG for perchlorate in drinking water and began planning for base line testing of hex-chrome.



Lab Supervisor Pablo Ramudo and staff Marc Reischmann demonstrating the IC process

CONSTRUCTION/MAINTENANCE

1 The Construction/Maintenance Department installs, repairs and replaces water main pipelines and their appurtenances (valves, hydrants, services and meters, etc.) in upgrading and maintaining our facilities. The Construction/Maintenance Department may be contracted by developers to install new water mains, services **(pictured to the left)**,



fire hydrants and fire services. In addition, staff upgrades $\frac{3}{4}$ " service lines to 1" to comply with the Novato Fire Protection District's requirements for sprinklers in new building construction. Staff is on call at all times and may be the first to respond to emergencies such as service leaks, main breaks, or knocked-over hydrants. Construction/Maintenance staff work hand-in-hand with the public and developers to install high-quality and

reliable facilities to serve North Marin customers.

This year, Construction/Maintenance crews installed about 1,100 feet of 16" PVC water main along C Street **(pictured to the right)**, in the Hamilton Field area, and close to 550 feet of 12" PVC main at the Hamilton Charter School – both installations to enhance fire protection. Crews looped in 380 feet of 12" PVC from Leveroni Ct. to Galli Drive in the Bel Marin Keys area to allow for better flow. Crews also discovered and repaired an ongoing leak at the Amaroli Tank site, as well as cutting in valves for both the



Novato Disposal and Crest Tank projects. Other projects included: replacement of an 18" gate valve on San Marin Drive; installation of a water line from Lea Drive into the Novato Sanitary District property for water service, as well as a fire hydrant and fire

service; and replacement of many polybutylene services ahead of the City of Novato's Street Rehabilitation Projects on Sanchez Way and Mae Ct., San Domingo Drive and Leslie Ct., and San Blas Ct. Along with many service line leak repairs and replacements, crews dealt with several major pipeline breaks, including the 12" cast iron main at South Novato Blvd. and Sunset Parkway.



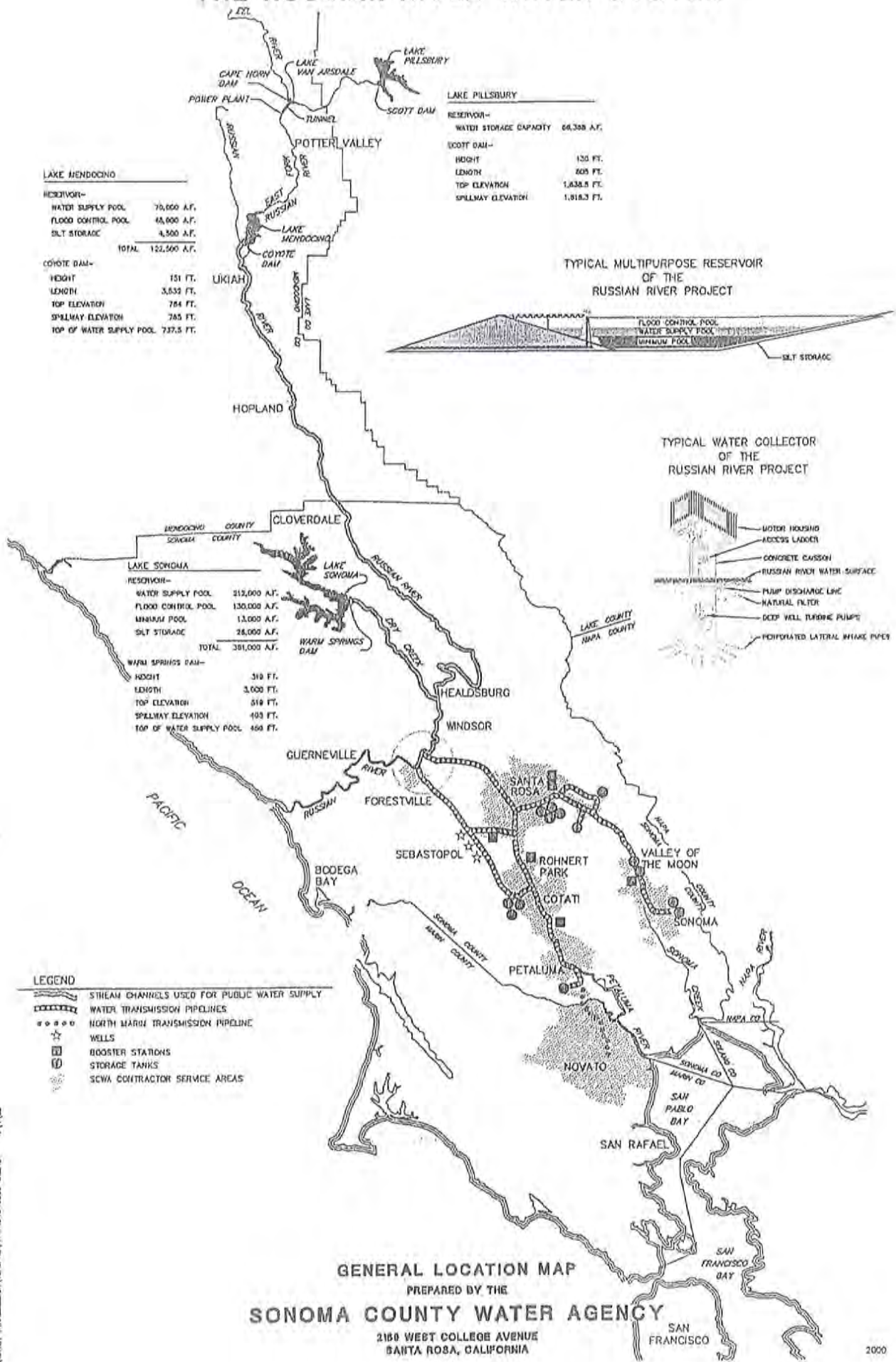
NMWD crew fixing a 12" cast iron main break on Sunset Parkway



NMWD Construction Crew

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THE RUSSIAN RIVER WATER SYSTEM

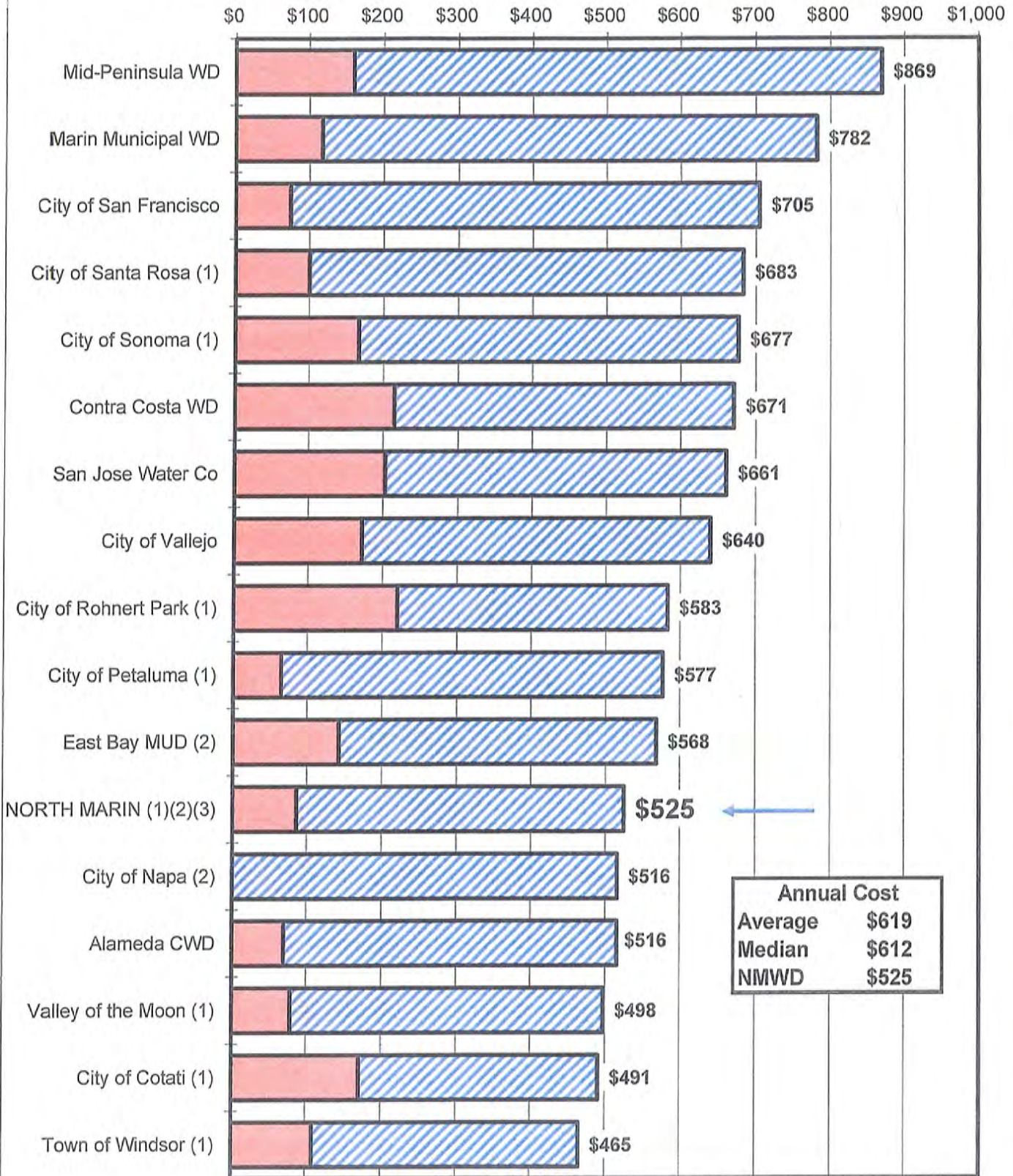


WATER TRANSMISSION GENERAL SERVICES-2000-0411E

2011 URBAN AREA

TOTAL ANNUAL WATER COST COMPARISON

Typical Detached Single-Family Home Annual Consumption = 121,176 Gallons



Annual Cost	
Average	\$619
Median	\$612
NMWD	\$525

LEGEND
 Service
 Commodity

(1) Sonoma County Water Agency Prime Contractor.
 (2) Based on weighted average commodity charge - all zones.
 (3) Excludes West Marin rates and charges.

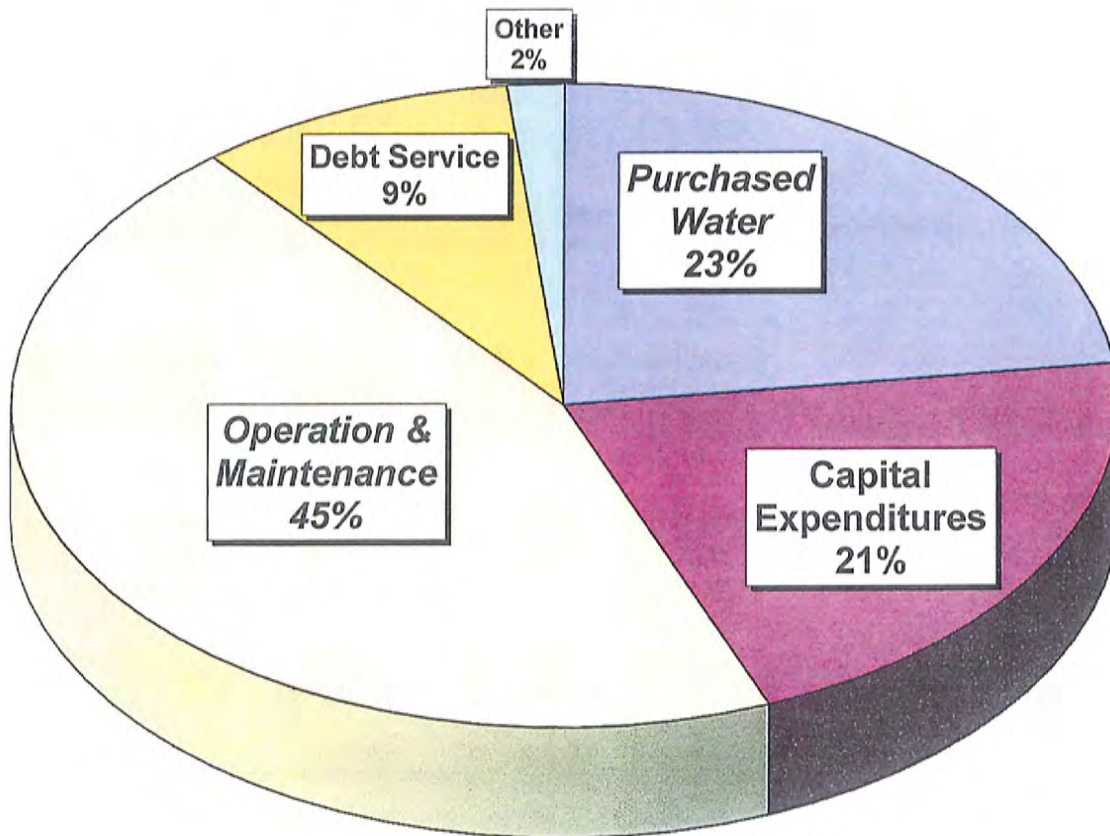
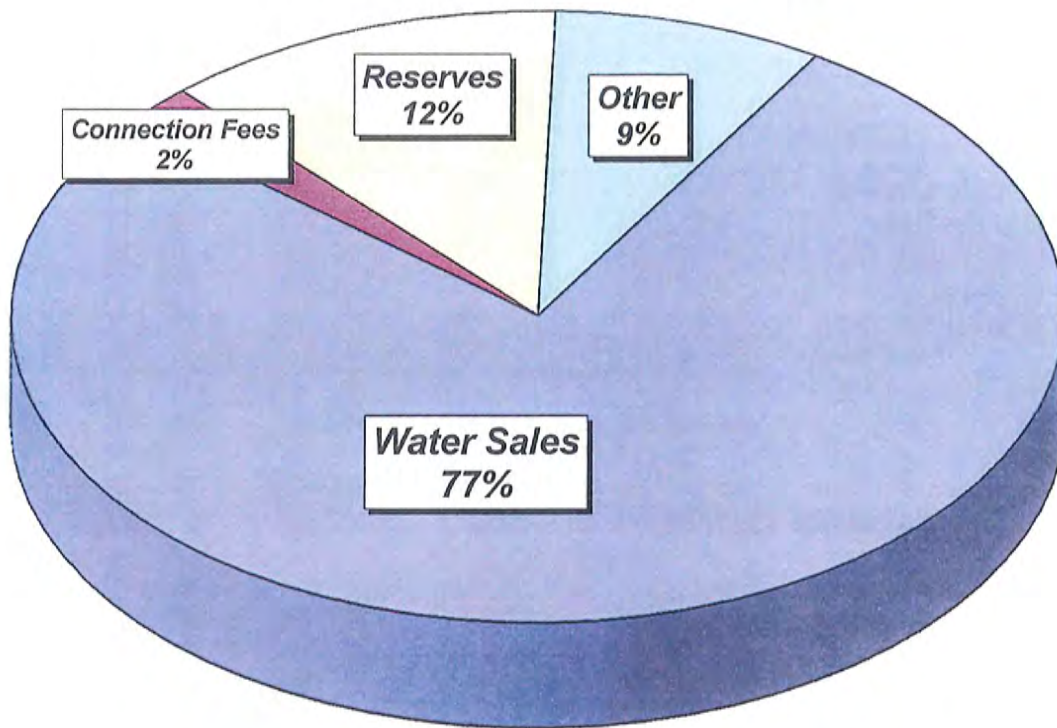
SUMMARY FINANCIAL INFORMATION

June 30, 2011

NET ASSETS		Novato	Novato	West Marin	Oceana
Assets	Total	Water	Recycled	Water	Marin Sewer
Unrestricted Cash & Investments	\$176,924	\$0	\$0	\$0	\$176,924
Restricted & Designated Cash	4,201,520	3,978,972	33,217	50,313	139,018
Receivables & Other Assets	9,449,294	5,953,716	3,382,806	99,719	13,053
Construction-in-Progress	4,647,477	3,261,104	1,187,912	172,101	26,360
Property, Plant & Equipment (net)	78,406,355	69,307,956	4,361,579	4,064,217	672,603
Total Assets	\$96,881,570	\$82,501,748	\$8,965,514	\$4,386,350	\$1,027,958
Liabilities					
Current Liabilities	\$4,165,986	\$2,357,181	\$1,362,143	\$436,260	\$10,402
Other Liabilities	96,129	91,837	-	4,292	-
Long-Term Debt	19,325,999	15,350,075	3,745,502	230,421	-
Total Liabilities	\$23,588,114	\$17,799,093	\$5,107,645	\$670,973	\$10,402
Net Assets					
Invested in Capital Assets	\$90,273,351	\$78,938,038	\$5,875,601	\$4,454,676	\$1,005,036
Restricted & Designated Reserves	10,135,286	9,372,904	221,571	403,519	137,292
Earned Surplus	(27,115,181)	(23,608,288)	(2,239,303)	(1,142,819)	(124,771)
Net Assets	\$73,293,456	\$64,702,654	\$3,857,869	\$3,715,376	\$1,017,557
REVENUE & EXPENSES					
Operating Revenue	\$13,797,012	\$12,860,851	\$199,164	\$587,176	\$149,820
Operating Expenses	11,878,612	11,235,834	133,363	381,224	128,191
Depreciation	2,660,418	2,309,166	163,167	147,002	41,084
Operating Income/(Loss)	(\$742,018)	(\$684,149)	(\$97,366)	\$58,950	(\$19,455)
Other Revenue/(Expense)	(414,564)	(458,995)	(22,060)	23,100	43,391
Net Income/(Loss)	(\$1,156,582)	(\$1,143,144)	(\$119,426)	\$82,050	\$23,936
CASH FLOW					
Net Income/(Loss)	(\$1,156,582)	(\$1,143,144)	(\$119,426)	\$82,050	\$23,936
Add Back Depreciation	2,660,418	2,309,166	163,167	147,002	41,084
Net Income sans Depreciation	\$1,503,836	\$1,166,022	\$43,741	\$229,052	\$65,020
Other Sources/(Uses)					
Connection Fees	\$387,610	\$371,460	\$0	\$16,150	\$0
Capital Asset Acquisition	(3,649,954)	(2,312,011)	(1,175,098)	(136,485)	(26,360)
Principal Paid on Debt	(898,221)	(681,487)	(182,661)	(34,073)	-
Grant Proceeds	287,494	13,582	273,912	-	-
Other Sources/(Uses)	220,162	(786,336)	1,073,324	(76,429)	9,603
Total Other Sources/(Uses)	(\$3,652,909)	(\$3,394,792)	(\$10,523)	(\$230,837)	(\$16,757)
Net Cash Generated/(Used)	(\$2,149,074)	(\$2,228,770)	\$33,218	(\$1,785)	\$48,263

North Marin Water District - Fiscal Year 2010-11

Source of Funds: \$17,400,000



Use of Funds: \$17,400,000

CHARACTERISTICS OF SERVICE AREAS

<u>Statistics</u> (at June 30, 2011)	Water		Sewer	Total
	Novato	West Marin Service Area	Oceana Marin	
Service Area (Square Miles)	75	24	1	100
Active Connections	20,467	770	227	21,464
Dwelling Units	23,858	803	227	24,888
Estimated Population	61,000	1,700	400	63,100
Average Household Size (People)	2.6	2.1	1.9	2.5
FTE Employees	50.5	-	-	50.5
Fire Hydrants	2,618	167	-	2,785
Miles of Pipeline	317	24	5	346
Storage (million gallons)	36.9	1.0	-	37.9
Annual Water Volumes (MG) (FY2010-11)				
Russian River Water Purchases	2,013			2,013
Stafford Water Treatment Plant	884			884
Deer Island Recycled Water Facility	55			55
Point Reyes Water Treatment Plant		79		79
Oceana Marin Wastewater Treatment			8	8
Total Water Production	2,952	79	8	3,040
RR Water Wheeled to MMWD	1,748			1,748
Annual Budget - FY2011-12				
Operating Revenue	\$14,132,000	\$660,000	\$157,000	\$14,949,000
Connection Fees/Misc	1,013,000	61,000	45,000	1,119,000
Grant/Debt Proceeds	7,575,000	125,000	0	7,700,000
Reserves	546,000	0	43,000	589,000
Total Sources	\$23,266,000	\$846,000	\$245,000	\$24,357,000
Operating Labor	\$5,338,000	\$156,000	\$7,000	\$5,501,000
Other Operating Expenditures	6,326,000	223,000	123,000	6,672,000
Capital Expenditures	9,593,000	416,000	115,000	10,124,000
Debt Service & Other Expenditures	2,009,000	51,000	0	2,060,000
Total Outlays	\$23,266,000	\$846,000	\$245,000	\$24,357,000
Annual Water/Sewer Cost (FY2011-12)				
to Typical Single-Family Detached Residence				
Service Charge	\$20.00/2 mo.	\$20.00/2 mo.	\$58.00/mo.	
Annual Consumption (Typical)	110,600 gal	60,200 gal		
Wt'd Avg Water Rate / 1,000 gal ¹	\$3.83	\$6.65		
Typical Annual Cost:				
Service Charge	\$120	\$120	\$696	
Commodity Charge	\$424	\$400	\$0	
Allocated Tax ²	\$0	\$50	\$181	
G.O. Bond Tax ³	\$0	\$22	\$0	
Total Annual Cost	\$544	\$592	\$877	

Notes

- 1 FY12 weighted average commodity rate. Rates vary by elevation zone to reflect different energy, pumping and storage costs. Novato rates range from \$3.49 to \$5.54 per 1,000 gallons, and in West Marin from \$6.00 to \$10.01. Average excludes tier rate charges as typical residential consumption is below tier threshold.
- 2 Allocated share of FY11 Marin County 1% ad valorem tax per active connection. Tax is collected by the County and allocated by formula to the West Marin districts.
- 3 Based on FY11 average assessed value of \$374,391 less \$7,000 Homeowner Property Tax Exemption for single-family detached homes in West Marin Service Area and FY12 PR-3 General Obligation tax rate of \$0.6¢/\$100 AV. This voter-approved tax is assessed and collected by the County of Marin.

HISTORICAL STATISTICS

Fiscal Year Ending June 30:		2011	2009	2007	2005
Active Services	-Novato Water	20,464	20,416	20,325	19,739
	-Novato Recycled	3	3	1	-
	-West Marin Water	770	760	765	741
	-Oceana Marin Sewer	227	225	220	215
	Total Active Services	21,464	21,404	21,311	20,695
Full-Time Equivalent (FTE) Employees		50.5	58.3	57.1	55.7
FTE Employees per 1,000 Active Services		2.4	2.7	2.7	2.7
Miles of Pipeline		346	343	337	317
Storage (MG)		37.9	37.9	34.8	34.4
Water Production (MG)					
Point Reyes Treatment Plant		79	99	115	109
Stafford Treatment Plant		884	623	349	239
Deer Island Recycled Water Facility		55	75		
Russian River Water Purchases		2,013	2,731	3,292	3,039
Total Water Production		3,031	3,528	3,756	3,388
Wheeled to Marin Municipal WD		1,748	2,447	2,443	2,559
Novato Service Area Average Day Potable Water Demand (MG)					
Annual		7.9	8.5	9.0	9.0
Peak Month		12.2	13.6	15.6	14.8
Peak Week		12.7	15.7	16.5	15.3
Peak Day		14.2	17.4	17.8	17.2
Financial History					
Source of Funds					
Water Sales		\$13,443,983	\$12,154,775	\$11,105,532	\$9,223,921
Investment Earnings		143,278	353,392	672,676	414,398
Tax Revenue		96,768	103,631	97,919	100,708
SCWA Reimbursement		0	0	283,242	203,363
Connection Fees		387,610	945,914	428,166	563,445
Loan Proceeds		335,811	844,545	4,533,253	9,974,207
Other Sources		882,150	903,800	1,903,275	873,101
Reserves		2,149,073	2,993,758	2,593,092	129,231
		<u>\$17,438,673</u>	<u>\$18,299,815</u>	<u>\$21,617,155</u>	<u>\$21,482,374</u>
Use of Funds					
Purchased Water		\$4,015,679	\$3,838,298	\$4,452,190	\$3,701,562
Operation & Maintenance		7,862,933	9,418,827	8,517,360	6,784,457
Debt Service		1,613,712	832,562	637,967	593,991
Capital Expenditures		3,649,953	3,853,883	6,945,550	9,622,242
Other Uses		296,396	356,245	1,064,088	780,122
		<u>\$17,438,673</u>	<u>\$18,299,815</u>	<u>\$21,617,155</u>	<u>\$21,482,374</u>
Where We Stand					
Assets		\$96,881,570	\$99,279,913	\$100,247,421	\$89,355,350
Liabilities		23,588,114	24,996,737	24,783,459	18,337,147
Net Assets		<u>\$73,293,456</u>	<u>\$74,283,176</u>	<u>\$75,463,962</u>	<u>\$71,018,203</u>

6

MEMORANDUM

To: Board of Directors

Date: September 30, 2011

From: Drew McIntyre, Chief Engineer 

Subject: Approve Change Order No. 1 for Crest Tank No. 1 Interior Re-Coat – Blastco, Inc.

Z:\Folders by Job No\6000 jobs\6235\Crest Tank No 1 Interior\Approve Blastco for Interior Recoat BOD memo.docx

RECOMMENDATION: That the Board authorize the General Manager to execute Change Order No. 1 for extra work associated with the interior recoating of Crest Tank No. 1

FINANCIAL IMPACT: \$166,229 plus a \$8,000 contingency (5%)

At the July 19, 2011 meeting, the Board authorized the General Manager to execute an agreement with Blastco, Inc. in the amount of \$380,380 (with a contingency of \$20,000) for the FY11-12 0.5 million gallon (MG) Plum Street Tank Recoat Project. Since that time, Blastco has been preparing submittals and scheduling mobilization to start work on the Plum Street Tank re-coat project on or about the first week in October.

Change Order Request

Rehabilitate Deteriorated Existing Interior Coating – Crest Tank No. 1

As part of the FY10-11 Capital Improvements Projects, the District completed construction of the 0.5 MG Crest Tank No. 2 and an external re-coat of the 0.5 MG Crest Tank No. 1. At the time this project was implemented the interior coating of Crest Tank No. 1 had not been inspected for many years due to the difficulty in taking Crest Tank No. 1 out of service since it was a single tank zone system. After completion of the Crest Tank No. 2 project staff was able to drain Crest Tank No. 1 and do a comprehensive interior inspection of said tank. As a result of this inspection, it is apparent that the 45 year old interior coating of Crest Tank No. 1 is severely deteriorated and in need of recoating. Staff requested that Blastco provide a cost proposal to re-coat the interior of Crest Tank No. 1 which is similar in capacity to the Plum Street Tank, although almost twice the height (i.e., 48 feet tall¹ vs. 25 feet tall). The cost proposal submitted by Blastco is provided as Attachment 1. Blastco is proposing to re-coat Crest Tank No. 1 for a cost of \$166,229 (Note: removal and reinstallation of the cathodic protection system will be performed by District crews).

Comparison of Interior Recoating Costs: Crest Tank No. 1 vs. Plum Street Tank

A calculation comparing coating debris disposal and recoating costs between both tanks is provided as Attachment 2. The tabulation shows that both 500,000 gallon tanks have a

¹ Doesn't include dome height of seven feet

similar interior surface area of approximately 10,000 s.f. The cost analysis for surface recoating identifies that Blastco is proposing a unit cost of \$16.53/s.f. for Crest Tank No. 1 vs. \$13.36 for Plum Street Tank (a 24% increase). Upon initial review one might expect the unit costs to be same for both 500,000 gallon tanks. However, Plum Street Tank is only 25 feet in height whereas Crest Tank No. 1 is 48 feet tall. As a result, interior coating removal and application is expected to be more complicated and costly due to additional scaffolding requirements with the higher profile Crest No. 1 tank. To illustrate the difference in surface area vs. height, a graph has been prepared (Attachment 3) showing that 100% of Plum Street Tank's surface area can be reached at a height of 26 feet or below while only 52% of Crest Tank No. 1 surface area can be reached from a height of 26 feet or below. The remaining 48% of Crest Tank No. 1's surface area is at elevation between 26 and 48 feet. Staff believes that the cost proposal increase of 24% (or ~\$17,000) is reasonable recognizing the complexity of recoating the higher profile tank. If approved, this change order would also result in the following savings:

	Savings
Savings in design and bid phase services estimated at 10% of project costs	~\$15,000
Savings in administration costs during construction approximately 1% of total costs	~\$1,600
Total savings	~\$16,600

Financial Impact

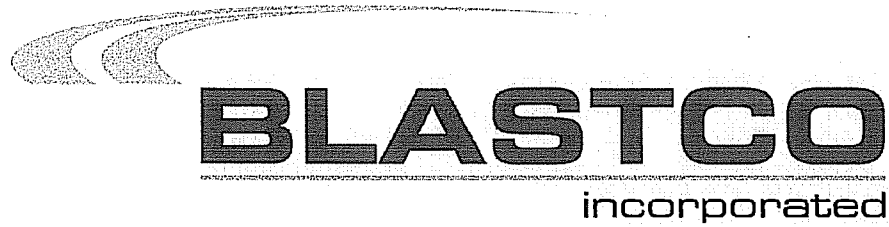
Staff estimates the total projects costs, including District costs, would be approximately \$175,000. Staff is not proposing an augmentation to the FY11-12 budget but rather deferring the following two projects into the FY12-13 budget year:

- STP 18" Transmission Line Access/Repair, \$160,000, and
- Service Line Anode Installation, \$30,000.

It is staff's opinion that the Crest Tank No. 1 interior re-coat project has a higher priority than the above projects recommended for deferral.

RECOMMENDATION

That the Board to authorize the General Manager to execute Change Order No. 1 in the amount of \$166,299 for extra work associated with the interior recoating of Crest Tank No. 1 with a contingency of \$8,000.



September 16, 2011

NMWD
999 Rush Creek Pl.
Novato, CA 94945

Attn: Carmela Chandrasekera

Subject: Crest Tank Proposal

Dear Carmela,

Per the District's request, Blastco Inc. is pleased to submit its proposal for the Interior Coating Work on the above subject tank assuming the following:

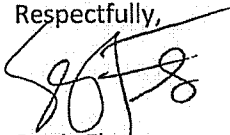
- Abrasive Blast & Recoating per the Plum Street Specifications.
- Includes DH equipment.
- Tank available during current mobilization.
- Applicable generic submittals for Plum Street will be utilized.
- Tank configuration different than Plum requiring the use of suspended scaffolding versus Rolling Scaffold. Rigging of such may require drilling 6-10 holes in the tank roof for the use of cables. Holes would be plugged with Brass plugs at completion.
- No Mechanical, Structural or Repair work, Interior Coatings Only.
- No Exterior Coating Work.
- Existing Coatings are assumed as Non Hazardous.
- Work will be an add to existing contract as a Change Order.
- Allow 90 days for work.

Bid Schedule Per the Plum Street Schedule as follows:

BID ITEMS	DESCRIPTION	UNIT	LS
1	Mobilization / Demobilization		\$8,179
2	Remove & Dispose of spent abrasive and Interior Coating Residue		\$6,394
3	Prepare surfaces, furnish and apply coating for a full int. coating		\$149,015
4	NOT USED		\$ -
5	NOT USED		\$ -
6	Grinding (24 hrs)	110	\$2,640
7	Remove & Reinstall CP		\$8,000
8	NOT USED		
	TOTAL PROPOSAL		\$174,229

Should any questions or concerns remain, please do not hesitate to contact me.

Respectfully,



Sergio Flores

11905 Regent View Avenue

Downey, CA 90241-5514

PH: (562) 869-0200

FX: (562) 869-0210



WARREN GROUP

Crest Tank No 1 - Interior Coating - Blastco Proposal Evaluation

By: Carmela Chandrasekera

Date: 9/16/2011

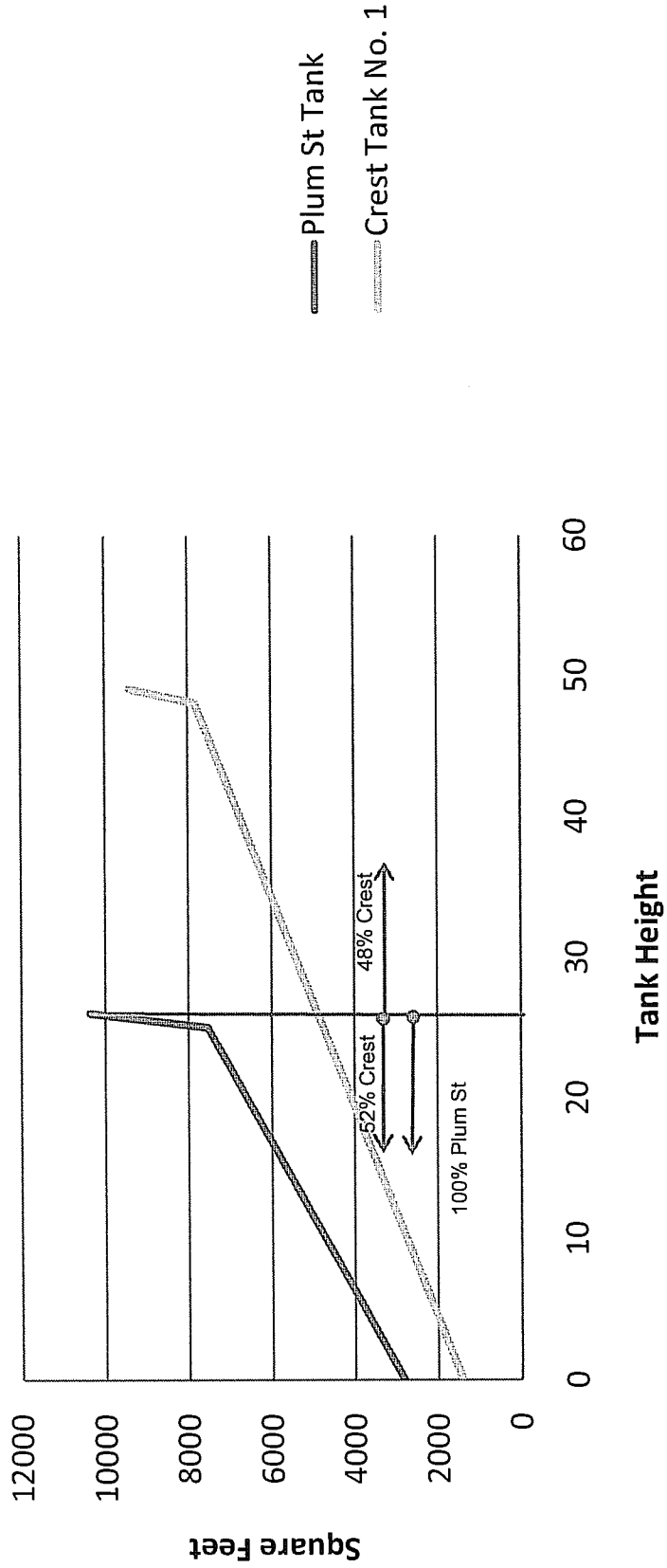
Comparison based on bid items for removal of existing coating and recoating at Plum Street RW Tank (Blastco)

Calculation for cost per square ft

Tank	Removal Cost \$	Recoating \$	Total \$	Interior Sq. Ft	Cost / sq ft
Crest Tank No. 1 (proposal)	\$6,394	\$149,015	\$155,409	9,400	\$16.53
Plum Tank Bid	\$8,494	\$129,962	\$138,456	10,367	\$13.36

R:\Folders by Job No\6000 jobs\6235\[Tank 1- Interior Coating- cost comparison.xlsx]Sheet1

Surface Area Comparison



7

MEMORANDUM

To: Board of Directors

Date: September 30, 2011

From: Drew McIntyre, Chief Engineer



Subject: Leveroni Creek Bank Repair Project – Agreement for Construction Phase
Services with Prunuske Chatham Inc.

R:\Folders by Job No\6000 Jobs\6600 STP Jobs\6600.60\Prunuske Chatham Eng-Design Services BOD Memo Dec-10.doc

RECOMMENDED ACTION: That the Board authorize the General Manager to execute an agreement with Prunuske Chatham Inc. for the Leveroni Creek Bank Repair project for a not to exceed fee of \$14,030 plus a contingency of \$6,860.

FINANCIAL IMPACT: \$20,890 (with contingency)

Background

A budget of \$30,000 had been allocated for design and permitting of the Leveroni Creek Bank Repair Project in the FY 2010/11 and a budget of \$130,000 for construction of the project in FY 2011/12. To date, \$35,633 has been spent on design and permitting. The last project update was brought before the Board on May 17, 2011.

Leveroni Creek bank is eroding near the access road leading to the northern area (aka "peninsula") of the Stafford Water Treatment Plant (see attached Vicinity Map, **Attachment 1**). A vertical 9-ft tall bank on the outside bend of Leveroni Creek is in unstable condition. The perimeter fence and the paved access road to the peninsula area lie within 12-15 feet from the top of the bank. In the FY 2010/ 2011 the District hired Prunuske Chatham Inc. (PCI), an experienced environmental planning, design, and construction firm to design and procure regulatory compliance for the Leveroni Creek Bank Repair project. The permits limit construction of the project to the period between July and October months and require additional permitting if the creek bed is wet during construction. Due to late spring rains and the cool summer the creek bed did not dry up until early September this year and construction has to be postponed to summer 2012. Further, the conditions pertaining to work while creek bed is wet were not received in time to acquire additional permitting and complete construction during the permitted window. The staff plans to hire PCI for permit extensions, additional CEQA compliance if needed and construction observation.

Consulting Agreement

Services to be provided by PCI are shown in the attached cost proposal (**Attachment 2**) and are summarized below:

1. Permitting
2. Biological Construction Monitoring
3. Construction Observation
4. CEQA Compliance (all sub tasks may or may not be required)

PCI will be procuring an incidental take permit from NOAA via US Army Corps of Engineers (USACE) to enable construction assuming a wet creek bed next summer. The so-called "take" permit is required to relocate steelhead salmonids should any be found in standing water within the creek bed. The take permit involves CEQA compliance tasks which PCI estimates at \$6,860. PCI's work will also include coordination with regulatory agencies for extension of permits already obtained from the US Army Corps of Engineers (USACE), California Department of Fish and Game, Regional Water Quality Control Board and the County of Marin. The USACE permit needs modification to include dewatering of the work area.

The total cost estimate by PCI is \$14,030 excluding CEQA compliance work (\$6,860). Since these CEQA requirements are dependent on NOAA Fisheries findings, \$6,860 is listed as a contingency.

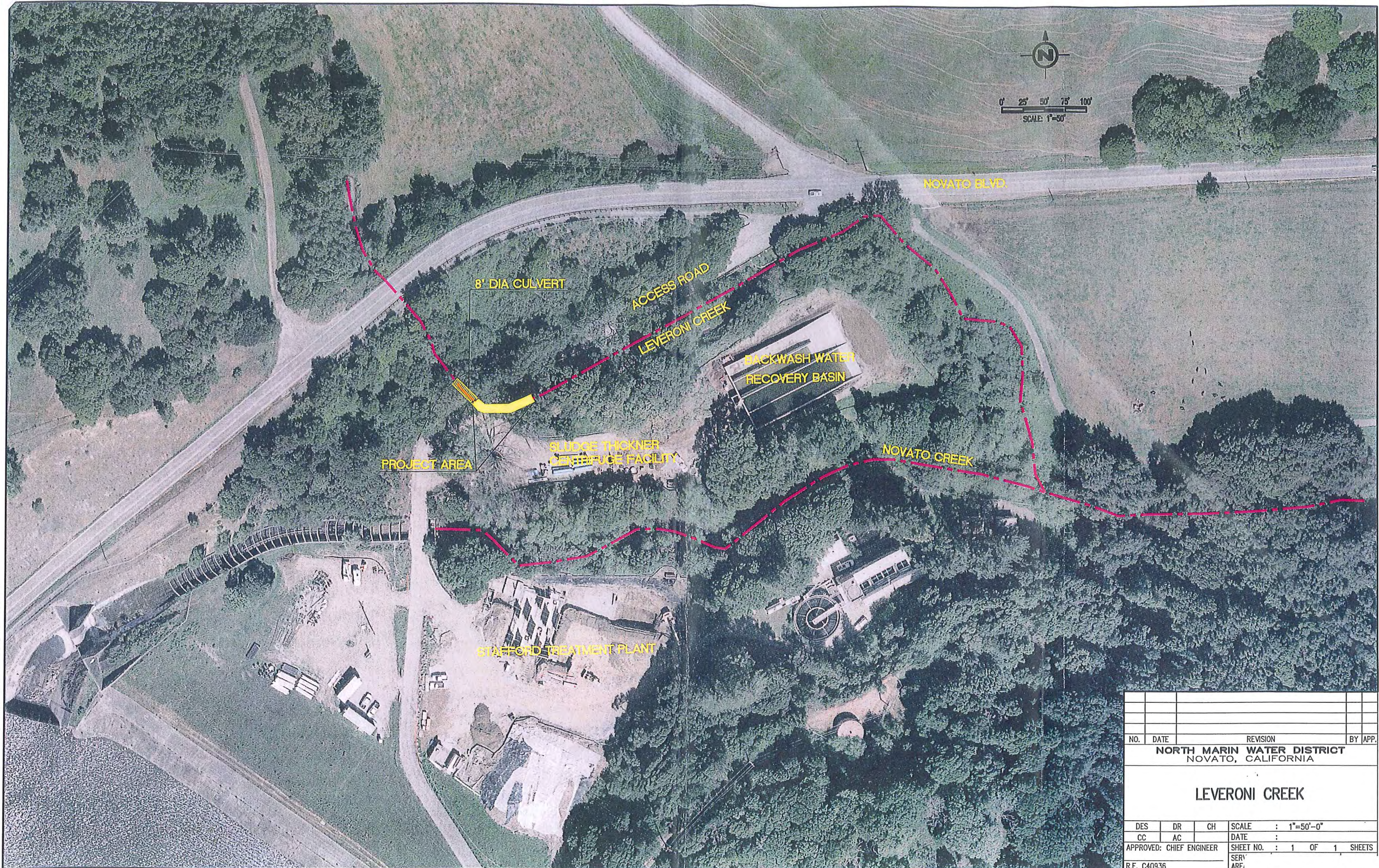
Financial Impact

PCI's cost estimate for \$14,030 is to be paid from the budgeted \$130,000 in FY 2011/2012. PCI has estimated \$105,000 if their crews are employed for the construction work. A project summary is shown in **Attachment 3**. After discussing with the District Construction Superintendent, staff proposes that the construction work be awarded to an outside contractor who is familiar with bank restoration work. If authorized, permitting and bid phase services would occur during this fiscal year (i.e., FY2011-12) and construction would occur early FY2012-13 (i.e., around July 2012).

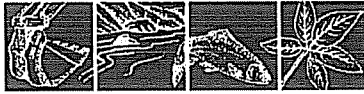
RECOMMENDATION

That the Board authorize the General Manager to execute an agreement with Prunuske Chatham Inc. for the Leveroni Creek Bank Repair project for services during permitting and construction work for a not to exceed fee of \$14,030 plus a contingency of \$6,860.

Dec 15, 2010 - 2:39pm R:\Engineering Transfer\Carmel\LEVERONI CREEK.dwg User: ACANTILLER



NO.	DATE	REVISION	BY	APP.
NORTH MARIN WATER DISTRICT NOVATO, CALIFORNIA				
LEVERONI CREEK				
DES	DR	CH	SCALE : 1"=50'-0"	
CC	AC		DATE :	
APPROVED: CHIEF ENGINEER			SHEET NO. : 1 OF 1 SHEETS	
R.E. C40936			SERV ARE:	



PRUNUSKE CHATHAM, INC.

September 23, 2011

Carmela Chandrasekera
North Marin Water District
PO Box 146
Novato, CA 94948

Subject: Proposal for Permitting and Construction Assistance Services for Leveroni Creek Bank Stabilization

Dear Carmela:

At our last meeting on August 9, NMWD decided to delay construction of the Leveroni Creek Bank Stabilization Project until 2012. The primary reason for the delay was to have ample time to hire a contractor familiar with creek work. Another consideration was that steelhead trout remained in the pool located at the culvert outlet in early August, and we had no incidental take permit from NOAA to relocate steelhead out of the construction zone. This year's late spring rains have increased the uncertainty that the pool would be dry in time for construction to be completed by October 15 of this year.

Earlier this year we chose not to obtain an incidental take permit based on PCI's observations of a dry creekbed in September of 2010, and an understanding that Leveroni Creek goes dry every summer. We concluded that dewatering or fish relocation would not be necessary if construction began in late August which had the additional benefit of avoiding the migratory bird nesting season. Other permit applications for the project were written with the assumption that dewatering would not be necessary.

At the conclusion of our August 9 meeting, NMWD requested a proposal from PCI for the following services:

- Amend the permit schedule for construction in 2012.
- Add dewatering and fish relocation as part of the permits' project description.
- Provide all biological construction services required by the permits including fish rescue and relocation, preconstruction biological surveys, training of a biological monitor, and reporting to regulators.
- Provide construction observation services including attending a pre-construction meeting, notifying regulators at construction commencement, conducting site observations at eight key milestones, and conducting final inspections with regulators.

Laura Saunders, PCI environmental planner, contacted the regulators to ascertain the additional work required to make changes to the permit. These tasks include initiating a dialogue between the Corps of Engineers and NOAA Fisheries so that NOAA can make a

determination of whether fish relocation is likely to adversely affect steelhead trout. Given that the stream typically dries up before winter rains, fish relocation is likely the best chance of survival for steelhead and other aquatic wildlife remaining in the pool. Based upon the finding by NOAA, additional CEQA compliance work may be necessary to add fish relocation to the project scope. We are available to further explain these CEQA requirements over the phone.

SERVICES TO BE PROVIDED BY PRUNUSKE CHATHAM, INC.
Prunuske Chatham, Inc. will:

Permitting

1. Amend permit applications to extend construction deadline and include dewatering and fish rescue.
2. Prepare dewatering and species protection plan.
3. Conduct biological resources site evaluation.
4. Assist with Endangered Species Act consultation.
5. Coordinate with regulatory agencies.
6. Conduct pre-construction site visit with regulators.

Biological Construction Monitoring

1. Complete preconstruction breeding bird and western pond turtle surveys. PCI has budgeted for 2 days of preconstruction surveys.
2. Complete a preconstruction training with the construction crew on the first day of construction. During the training, construction crew members will be trained to complete the daily biological monitoring activities.
3. Complete aquatic species relocation and construction oversight during site dewatering. PCI has budgeted for 2 days of on-site aquatic species relocation.
4. Prepare and transmit a report of the biological monitoring activities completed to the regulatory agencies.

Construction Observation

1. Attend a pre-construction meeting.
2. Notify regulators at start of construction
3. Conduct submittal review and respond to contractor's questions.
4. Provide construction observation at eight key points as listed on the plan set (Sheet 2, B.2.)
5. Conduct final site inspection with regulators

CEQA Compliance (Not required if NOAA Fisheries finds that dewatering is not likely to adversely affect species)

1. Obtain cultural resources assessment.
2. Prepare biological resources evaluation.
3. Prepare Initial Study Checklist.
4. Prepare Draft Mitigated Negative Declaration (MND)
5. Circulate Draft MND for public review
6. File CEQA documentation
7. Coordinate with responsible agencies

PCI DELIVERABLES

1. Memo on biological construction monitoring completed.
2. Construction observation daily notes
3. Regulatory permits suitable for 2012 construction including dewatering and fish relocation.

ASSUMPTIONS

1. PCI's estimated costs to complete the biological monitoring during construction are based on past experience with similar types of projects and current CDFG permit conditions. The actual construction biological monitoring requirements will be dependent on the actual permit conditions issued by National Marine Fisheries Service. Additional budget may be required if the monitoring tasks cannot be completed within PCI's budget.
2. This estimate assumes U.S. Fish and Wildlife Service will not take jurisdiction over the project and require additional monitoring.
3. PCI's has budgeted for 2 preconstruction breeding bird and western pond turtle surveys. Additional surveys may be required if work will occur within peak breeding season and follow-up visits are required to verify nesting status.
4. PCI's monitoring budget assumes that a biological monitor will be trained from the construction crew and will be responsible for overseeing the protection of biological resources following the preconstruction surveys and aquatic species relocation.
5. Budget estimates assumes dewatering can be accomplished in one-day with one follow-up site visit.

BUDGET ESTIMATE AND SCHEDULE

Our estimated cost to complete the abovementioned services is \$20,889 as described above based on stated assumptions. PCI will not exceed the cost

estimate without your authorization. PCI will typically submit monthly invoices for progress payments for work completed. PCI may choose to not submit an invoice every month. Please notify PCI's project manager if you need an invoice every month. Payment is due within 30 days of the invoice date. This cost proposal is valid for 60 days.

PERSONNEL

Jennifer Melman, P.E., will serve as project manager and provide construction observation. Kathie Lowrey, principal environmental planner will oversee the modification of the existing permits prepared for this project. Jennifer Michaud, Senior Biologist, will serve as the qualified biologist during construction. Other PCI personnel will participate as needed. PCI reserves the right to subcontract the biological monitoring work to another local qualified biologist, as needed.

The project manager is your primary point of contact at PCI. The project principal is senior to the project manager and is an alternate point of contact. Feel free to contact the project principal if the project manager is not available or if you have concerns regarding PCI's performance.

ACCEPTANCE AND TERMINATION

If you find this Agreement acceptable, please sign a copy in the acceptance block below and mail the originally signed copy to PCI. With your acceptance signature this signed letter proposal will form our agreement. A faxed copy of the signature page is acceptable for PCI to initiate work. After acceptance, either party may terminate this agreement by providing written notice to the other party. This proposal is valid for 60 days.

If you have any questions or concerns, please feel free to call Jennifer Melman directly at (707) 824-4601, ext. 111. PCI appreciates this opportunity to submit this proposal. We look forward to working with you on this project.

Sincerely,
PRUNUSKE CHATHAM, INC.

Jennifer Melman
Project Manager

EXHIBIT A
Prunuske Chatham, Inc.
Cost Estimate for
North Marin Water District
Permitting and Construction Assistance for
Leveroni Creek Bank Stabilization

	Principal Environmental Planner	Project Manager/ Senior Engineer	Sr. Wildlife Biologist	Botanist/ Vegetation Ecologist	Certified Planner	Vehicle	Other Costs	Line Item Subtotal
<i>Description</i>	\$140	\$140	\$105	\$95	\$85	\$75		Cost
	Hour	Hour	Hour	Hour	Hour	Day		
Permitting								
Reinitiate permit applications		1			1			\$225
Prepare dewatering and species protection plan		4	14					\$2,030
Biological resources site evaluation			6			1		\$705
Assist with Endangered Species Act consultation								\$0
Coordinate with regulatory agencies		2			4			\$620
Conduct pre-construction site visit with		4			4	1		\$975
Subtotal for Permitting	0	11	20	0	9	2	0	\$4,555
Biological Construction Services								
Preconstruction breeding birds and western pond turtle surveys.		1	10			2		\$1,340
Aquatic species relocation and construction oversight during site dewatering.			16			2	\$25	\$1,855
Report to regulatory agencies.			2					\$210
Subtotal for Biological Construction Services	0	1	28	0	0	4	\$25	\$3,405
Construction Observation								
Attend pre-construction meeting		5				1		\$775
Notify regulators at start of construction		1						\$140
Submit review and respond to contractor		3						\$420
Provide construction observation at 8 key points as listed on plans (Sheet 2, B.2.)		24				8		\$3,960
Conduct final site inspection with regulators		5				1		\$775
Subtotal for Construction Observation	0	38	0	0	0	10	0	\$6,070
TOTAL (Excluding additional CEQA work)	0	50	48	0	9	16	\$25	\$14,030
Potential CEQA compliance tasks if NOAA Fisheries finds that proposed dewatering is Likely to Adversely Affect Species								
Obtain Cultural Resources Assessment					1		\$1,200	\$1,285
Prepare Biological Resources Evaluation			10					\$1,050
Prepare Initial Study Checklist					12			\$1,020
Prepare Draft Mitigated Negative Declaration	2	2			2			\$730
Circulate Draft MND for public review					2			\$170
File CEQA Documentation					4			\$340
Filing fees to DFG and County							\$2,094	\$2,094
Coordinate with responsible agencies					2			\$170
Subtotal for CEQA	2	2	10	0	23	0	\$3,294	\$6,859
TOTAL (Including potential CEQA work)	2	52	58	0	32	16	\$3,319	\$20,889



PRUNUSKE CHATHAM, INC.

FEE SCHEDULE - January 2011

<u>Classification</u>	<u>Hourly Rate</u>	<u>Overtime Hourly Rate</u>
<i>Design & Planning Services</i>		
Project Principal	\$170	
Principal Landscape Architect	\$150	
Principal Civil Engineer	\$150	
Principal Environmental Planner	\$140	
Senior Civil Engineer	\$140	
Senior Registered Landscape Architect	\$135	
Hydrologist/Geomorphologist	\$135	
Registered Civil Engineer	\$125	
Registered Professional Forester/CPESC	\$125	
Environmental Planner III/Sr. Project Manager	\$125	
Registered Landscape Architect	\$115	
Senior Botanist/Ecologist/Biologist	\$105	\$126
Sr. Engineering Tech./ Sr. CAD Operator/Surveyor	\$105	\$126
Botanist/Vegetation Ecologist	\$95	\$114
Senior Landscape Designer	\$95	\$114
Assistant Engineer	\$85	\$102
Environmental Planner II	\$85	\$102
GIS Technician	\$83	\$100
Landscape Designer	\$83	\$100
Staff Scientist, Designer or Planner I	\$77	\$92
Project Administrator	\$77	\$92
Technicians and Assistants	\$72	\$86
Project Consumed Materials	cost plus 15%	
Rented Vehicles and Equipment	cost plus 15%	
Subconsultants / Subcontractors	cost plus 15%	
PCI-owned Vehicle	\$75 per day	
PCI-owned Survey, GPS, or Water Monitoring Equipment	\$150 per day	
PCI Employee-owned Vehicle	IRS rate per mile	

Invoicing occurs monthly for 100% of the work completed during the invoice period unless otherwise arranged. Fees are calculated on a time and materials basis in accord with this fee schedule. Payment is due 10 days from the invoice date.

Payment not received within 30 days is subject to interest at the rate of 1.5 percent per month

Attachments: Exhibit A - Cost Estimate
Fee Schedule

Accepted for North Marine Water District by:

Signature Date

Print Name and Title

NORTH MARIN WATER DISTRICT
WATER SYSTEM IMPROVEMENTS/SPECIAL PROJECTS
PROJECT SUMMARY
AS OF SEPTEMBER 26, 2011

Job No. 1.6600.60	Title: Leveroni Creek Bank Repair
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Facility No.	Facility Type (Pipelines, Pump Stations, etc.) STP Improvements
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Description

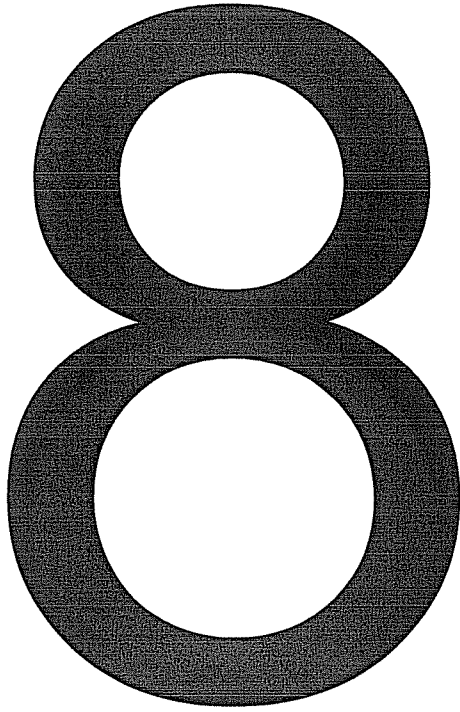
Leveroni Creek bank is eroding near the access road leading to the northern area (aka "peninsula") of the Stafford Water Treatment Plant. The project is to stabilize bank erosion by an engineered bank protection system.

Project Justification

The perimeter fence and the paved access road to the peninsula area lies within 12-15 feet from the top of the eroded bank.

	Baseline Cost Estimate	Design/ Permit	Constr. Ph. Est. 9/26/11	Spent as of 9/26/11		Start	Finish (Est.)	Finish (Actual)
1	Development	\$1,500		\$1,157	Project Dev.	Jul-09	Aug-09	Aug-09
2	Prelim. Design	\$7,500		\$7,500	Design	Sep-09	Jun-10	Jun-10
3	Surveying/Mapping	\$7,500		\$7,500		Dec-09	May-10	May-10
4	Geotech. Invest	\$0						
5	Permitting	\$4,915		\$4,915	Permitting	Jan-11	Jun-12	
6	Final Design	\$9,755		\$9,755	Final Design	Jan-11	Jun-11	
7	Permit fees	\$2,093		\$2,093				
8	Bidding Services							
9	Construction		\$105,000			Jul-12	Oct-12	
9a	Change Orders							
10	Eng. Servs. During Const./PCI		\$22,000					
11	Project Admin (NMWD)		\$3,000	\$2,713				
12	Project Closeout				Project Closeout	Dec-12	Dec-12	
13	Landscaping est.							
14	Project Subtotal		\$130,000					
15	Project Contingency		\$15,000					
	Sub-Total	\$33,263	\$145,000					
	Grand Total			\$35,633				

- 1 and 2. NMWD Staff time
- 3. Survey by Oberkamper
- 5 & 6. Prunuske Chatham (PCI) fee
- 7. Fees paid by NMWD
- 9. Construction est. PCI
- 10. Includes construction oversight, permit extension and CEQA tasks



MEMORANDUM

To: Board of Directors

Date: September 30, 2011

From: Drew McIntyre, Chief Engineer
David Jackson, Associate Engineer



Subject: Recycled Water Expansion Project South Service Area - Construction Management Services Contract Award

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RECOMMENDATION: Board authorize the General Manager to execute an agreement between URS Corporation and the District for construction management services for the Recycled Water South Service Area project.

FINANCIAL IMPACT: \$572,000 plus a \$57,200 contingency

On June 29, 2011, staff issued a request for proposal (RFP) for the Recycled Water (RW) Expansion Project, South Service Area Construction Management (CM) Services. The CM scope covers three construction contracts for the South Service Area (see map in Attachment 1). Phase 1a contract includes the transmission pipeline from the Las Gallinas Valley Sanitary District Wastewater Treatment Plant to Bolling Circle, about 9,800 feet of 12-inch pipe. Phase 1b contract includes 12-inch and 8-inch pipelines in Bolling Circle, Randolph Drive, Kelly Drive, Main Gate Road, Palm Drive, Hamilton Parkway, and the rehabilitation of Reservoir Hill Tank (with a sewer connection, and a 16-inch inlet/outlet pipeline). The total length of pipe for Phase 1b is about 10,000 feet. Phase 2 contract includes expanding the distribution system on Bolling Drive, Captain Nurse Circle, South Palm Drive, Hanger Avenue, and State Access Road, about 8,900 feet of 12-inch and 8-inch pipe. The RFP was sent to twenty-five bay area firms. Seven firms submitted proposals to the District for this project. Three short-listed firms, Harris and Associates, Coastland Civil Engineering, and URS Corporation, were chosen for interviews.

Selection Process

Proposals were received by the District on July 20, 2011. After review of the proposals, the three aforementioned firms were invited for oral interviews at the District office. A selection committee including myself, Carmela Chandrasekera and Dave Jackson participated in the interviews. The qualifications of each firm were ranked separately by each panel member against the following selection criteria.

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

The greatest weight (i.e., 80 out of 100 points) was given to the project approach and experience of the proposed construction manager and inspector. Upon completion of the interviews and ranking,

URS Corporation was ranked highest. The primary factor was the experience of URS's project team and the staffing approach. URS's proposal included the combining the roll of Inspector and Construction Manager, providing a cost savings to the District for this long duration project (~16 months).

Staff has been negotiating the scope of work and fee with URS Corporation over the last couple of weeks. The attached contract (Attachment 2) includes the final scope of work and fee schedule. The scope and fee includes materials testing, certified storm water Pollution Prevention Specialist, and American Recovery and Reinvestment Act (ARRA) labor compliance monitoring. The construction management fee of \$572,000 represents 14% of total estimated construction costs (of which 1.4% is associated with materials testing). A review of construction management costs authorized to The Covello Group (Covello) for the Recycled Water North Service Area was performed. The Covello agreement is for \$550,000 and includes similar services for a 12 month construction period encompassing rehabilitation of the Plum Street Tank and installation of 4.7 miles of pipeline. The URS agreement will include services for a 16 month construction period, 5.4 miles of pipeline and the rehabilitation of the Reservoir Hill Tank.

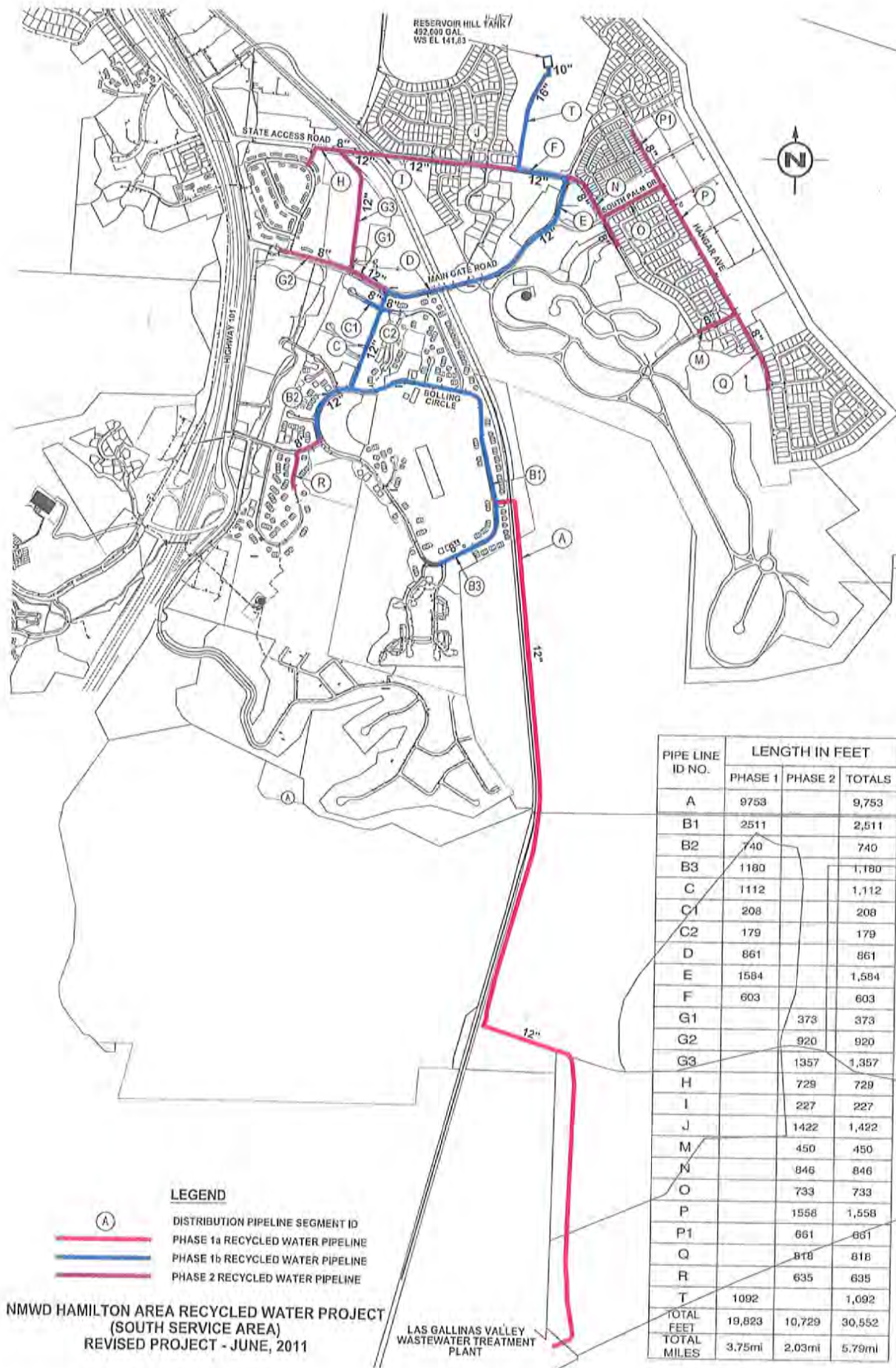
Project billing is structured on a time and expense (T&E) basis with a not to exceed limit (without prior authorization). A T&E contract is appropriate for this type of work based upon the variability of effort for administration related to processing a currently unknown number of inquiries, change orders, etc., and material testing. The expenses for this contract will be incurred over the FY11-12 and FY12-13 budget years since construction of the Phase 2 contract is scheduled to be completed by April 2013.

Project Financing and Update

The new total project cost estimate of ~\$7.5M is \$500,000 below that provided to the Board at the September 6, 2011 meeting yet \$1.5M above the original conceptual cost estimate (see Attachment 3). The overall Recycled Water South Service Area Project receives \$556,000 in federal grant funding from the American Recovery and Reinvestment Act of 2009 via Bureau of Reclamation awarded to the North Bay Water Reuse Authority; \$195,000 from the recent Prop 84 grant award; and \$931,000 from the recent award from the Bureau of Reclamation's WaterSMART Title XVI Program. The revised SRF loan application has requested sufficient funds to finance the remaining project cost, estimated to be \$5,480,740. A more accurate update on total estimated project costs will be provided to the Board as bids are received for the Phase 1a, Phase 1b and Phase 2 construction contracts.

RECOMMENDATION

Board authorize the General Manager to execute an agreement between URS Corporation and the District for construction management services on a time and expense basis with a not-to-exceed limit of \$572,000 plus a \$57,200 contingency.



- LEGEND**
- (A) DISTRIBUTION PIPELINE SEGMENT ID
 - PHASE 1a RECYCLED WATER PIPELINE
 - PHASE 1b RECYCLED WATER PIPELINE
 - PHASE 2 RECYCLED WATER PIPELINE

NMWD HAMILTON AREA RECYCLED WATER PROJECT
 (SOUTH SERVICE AREA)
 REVISED PROJECT - JUNE, 2011

LAS GALLINAS VALLEY
 WASTEWATER TREATMENT
 PLANT

PIPE LINE ID NO.	LENGTH IN FEET		TOTALS
	PHASE 1	PHASE 2	
A	9753		9,753
B1	2511		2,511
B2	740		740
B3	1180		1,180
C	1112		1,112
C1	208		208
C2	179		179
D	861		861
E	1584		1,584
F	603		603
G1		373	373
G2		920	920
G3		1357	1,357
H		729	729
I		227	227
J		1422	1,422
M		450	450
N		846	846
O		733	733
P		1558	1,558
P1		661	661
Q		818	818
R		635	635
T	1092		1,092
TOTAL FEET	19,823	10,729	30,552
TOTAL MILES	3.75mi	2.03mi	5.79mi

AGREEMENT FOR CONSULTING SERVICES

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

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

WHEREAS, in the judgement of the Board of Directors of the NMWD, it is necessary and desirable to employ the services of the Consultant for providing construction inspection services during the construction phase for the Recycled Water Expansion to South Service Area project.

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

PART A -- SPECIFIC PROVISIONS:

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

- a. The scope of work covered by this agreement shall be that provided in Exhibit A of this agreement.
- b. The Consultant's management team is set forth in the Consultant's proposal dated September 22, 2011. Consultant shall not change a member of the management team without advance notice to and approval by NMWD.
- c. The scope of work shall be performed on a time and expense basis with a not-to-exceed limit of \$572,000 in accordance with the cost schedule included in Exhibit A of this agreement and shall not exceed this value without prior written authorization by NMWD.

PART B -- GENERAL PROVISIONS

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

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

3. INDEMNIFICATION: NMWD is relying on 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 March 31, 2013, provided, however, that if the performance is delayed by earthquake, flood, high water or other Act of God or by strike, lockout or similar labor disturbance, the time for the Consultant's performance of this contract shall be extended by a number of days equal to the number of days the Consultant has been delayed.

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

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

Consultant:
URS Corporation
1 Montgomery St., #900
San Francisco, CA 94104
Attention: Martin Falarski

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 claim.

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

**URS CORPORATION
"CONSULTANT"**

Dated: _____



September 22, 2011

RECEIVED

SEP 23 2011

Mr. David Jackson
North Marin Water District
999 Rush Creek Place
P. O. Box 146
Novato, CA 94948

North Marin Water District

**Subject: North Marin Recycled Water Expansion – South Service Area
Revised CM estimate**

Dear Mr. Jackson:

URS Corporation is pleased to submit a revised cost estimate to provide CM services for your Recycled Water Pipeline South projects. Our revised estimate of \$571,056 for CM services is based on the attached Scope of Services document and a projected 16-month construction period for the Phase 1a, 1b, and 2 projects.

This estimate includes using subcontractors Miller Pacific Engineering for the material testing (\$59,200) and CSI Testing (\$4,747.50) for the coating inspection of the recycled water tank. As set for in the Scope, URS will also provide SWPPP permitting and inspection services.

Our estimate includes \$8,800 to rent office space for our CM in the Novato/Hamilton area and an additional \$18,970 to equip the office space for the 16-month construction period. In addition, the estimate includes projected salary increases estimated at 2.25%/person/year for the URS team for CY 2012 and 2013.

I have also attached the hourly rates for the URS team that will be on these projects.

URS is ready to begin the constructability and bidability reviews as soon as we receive our NTP.

Sincerely,

URS CORPORATION

Martin Falarski, PE
Project Manager

Attachments

URS Corporation
Post Montgomery Center
One Montgomery Street, Suite 900
San Francisco, CA 94104-1146
Tel: 415.777.0188
Fax: 415.777.3023

EXHIBIT A

URS STANDARD RATE SCHEDULE

* As-Needed Resource

	Role	Hourly Rate (\$)
Kevin Canada	CM/Inspector	147.50
Timothy Grady (CSI)	Coatings Inspector	89.75
Nihan Tiryaki	Scheduler	138.18
Kevin Arrow	SWPPP Inspector	120.00
Jon Porterfield*	Claims Support	197.40
Field Technician (MPE)	Material Testin	90 – 98
Mark Hale*	Area Biologist	103.87
Rosemary Laird*	Biologist	92.93
Martin Falarski	Principal-in-Charge	214.20

* As-Needed Resource

**NORTH MARIN WATER DISTRICT
RECYCLED WATER EXPANSION – SOUTH SERVICE AREA PROJECT
URS CORPORATION – SCOPE OF WORK**

I. PRECONSTRUCTION PHASE:

1. Plan and Specification Review

- a. URS will provide a bid-ability/constructability (B&C) review for the project. Based on the design plans and technical specifications provided by the District, we will review the documents for:

1. Conflicts, omissions, and ambiguities between the plans and specifications
2. Completeness of the bidding documents
3. Potential claim areas

The B&C reviews will concentrate on the areas where our past experience has shown the greatest potential for value is generally found. The B&C reviews will not include a review for building code compliance, design peer review, design plan check or value engineering. We also do not guarantee that all deficiencies in the bidding documents will be found during the B&C review. The main purpose of a B&C review is to mitigate potential costly problems and changes during construction. The review can reduce and minimize contractual disputes that often arise during the actual construction of the project. Elimination of changes, design errors or omissions, and conflicts in the design are never completely achieved.

Detailed written review comments will be provided electronically. Review comments will include plan number and specification number, comment and/or suggestion, URS reviewer, space for designer's response, weighted system (critical, general or editorial), space for including follow-up notes.

- b. **Review Meeting:** URS will meet with the District to review the findings of each of our B&C reviews.
2. **Pre-Bid Meeting:** URS will attend the pre-bid meeting which will be facilitated by the District. URS will prepare the record of discussion of the meeting to be distributed as an addendum for the bid documents.
3. **Bid Review:** URS will assist the District with the review of the three (3) lowest bids including preparation of the bid tabulation, reference checks and general review of compliance with bid documents.
4. **SRF Documentation:** URS will assist the District in the preparation of the Approval to Award documentation that will be submitted to the State.
5. **Preconstruction Conference:** URS will prepare the agenda for the meeting, facilitate the meeting, address administrative and non-design issues, and prepare record of discussions of the meeting for distribution.
6. **Administration & Office Set-up:** URS will set up the files for the project prior to commencement of construction.

II. CONSTRUCTION PHASE

1. Construction Administration

- a. **Project Coordination:** URS will act as the project coordinator and the point of contact for all communications with the Contractor. URS will coordinate the activities of the District and

Contractor.

- b. Document Tracking System: URS will implement and maintain a system for tracking all correspondence and documents on the project.
- c. Construction Administration Services: URS will provide administrative and management services. URS will receive all correspondence from the Contractor and will address all inquiries from the Contractor and all construction related correspondence. The District will be responsible for providing any design input.
- d. Progress Reports: URS will prepare Progress Reports monthly which include budget review, schedule analysis, outstanding items and digital photographs of current construction progress. A summary of the project status will be presented orally on a quarterly basis at the District's Board meeting.

2. Meetings

- a. URS will prepare the agenda for the bi-weekly progress meetings and other construction meetings required during the project.
- b. URS will facilitate and prepare the record of discussions for the bi-weekly progress and other construction meetings.

3. Coordination with Outside Agencies and Public

- a. ARRA Coordination: URS will assist in providing all required documentation for the American Recovery and Reinvestment Act of 2009.
 1. URS will assist the District by providing construction-related back-up documentation and/or assist with the preparation of the quarterly and final reports to fulfill the ARRA requirements. URS will meet with the District to verify all construction-related documentation required for ARRA.
 2. URS will work with the Contractor to educate them on the necessity to comply with the Buy American requirements of the Contract Documents for the ARRA funding. URS will obtain proper documentation for the materials supplied to support the buy American requirements.
 3. URS will prepare and maintain a log of ARRA required Contractor compliance actions. The log will identify all action, frequency of action, and will be updated to show status.
- b. Labor Compliance: As a part of the ARRA requirements, URS will implement a Labor Compliance Program to provide all reporting, documentation and oversight as required by ARRA.
- c. Outside Agency Coordination: URS will provide field coordination with outside agencies and work to see that the Contractor obtains any necessary permits and complies with the all restrictions.
- d. Public Outreach Assistance, including:
 1. URS will create a file for public inquiries and URS response.
 2. URS will provide project information to the District to assist in the District's preparation and issuance of any project information to the public.
 3. Meetings with the public may be facilitated by either URS or the District.
 4. URS will be the District's representative for public inquiries and be available to the community to provide an open forum for communication and public relations.
 5. URS will refer all media inquiries to the District.

4. Submittals

- a. URS will implement and coordinate the submittal processing.
- b. URS will receive the submittals from the Contractor and check for general conformity with the Contract requirements. If obvious deficiencies are apparent in the submittal, URS will send the submittal back to the Contractor for correction.
- c. URS will route the submittal to the District for review and will route the reviewed submittal back to the Contractor. URS will review comments on submittals to determine if additional

- follow-up with the Contractor is warranted and to identify prospective scope changes.
- d. URS will maintain a log and tracking system for submittals. URS will track the status of submittal review with the Designer and the status of shop drawing resubmittals with the Contractor.
- e. The District will review all design related submittals and submittals related to temporary facilities for compliance with the contract documents.

5. Clarification Processing

- a. URS will implement and coordinate the system for processing clarifications.
- b. URS will receive all requests for information (RFIs) from the Contractor and determine if the request is a valid RFI; if not, URS will return the RFI to the Contractor with an appropriate response, if required.
- c. URS will provide a response to the Contractor for any administrative and general RFIs.
- d. URS will route all other RFIs to the District.
- e. The District will review RFIs and provide design response.
- f. URS will review the District's response, verify acceptability of response and transmit the Clarification Response to the Contractor. If the response materially affects the design, it will be reviewed with the District, as necessary, to verify that it is required. If it is required, URS will issue a change request to the Contractor.
- g. URS will maintain a system for logging and tracking RFIs. URS will track the status of RFI review with the District.
- h. The District will prepare Design Clarifications where design issues are identified by URS or the District. URS will prepare the Clarification Letter for transmittal to the Contractor of the District's Design Clarification and other clarifications.

6. Change Order Preparation, Negotiation & Processing

- a. The District will prepare design details for change requests.
- b. URS will prepare and issue the change request to the Contractor with the appropriate design documents.
- c. URS will prepare an independent cost estimate and/or verify the acceptability of the Contractor's cost proposal for each change request. The District's input may be requested for specific equipment and material costs.
- d. In the event the Contractor encounters a time sensitive problem where time is not available to negotiate a settlement, URS will issue a field order. All work done under a field order will be completed on a time and material basis. As soon as practical, dependent on field conditions, URS will advise the District of the issuance of such field orders, and the District will execute the field order.
- e. URS will negotiate and prepare change orders for execution by the District and Contractor.
- f. URS will implement and maintain a system for logging and tracking changes.
- g. URS will establish and maintain Issues Files. The issues files will compile all data related to specific items that arise that may have cost or time impacts.

7. Progress Payment

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

8. Scheduling

- a. URS will review and work with the Contractor in the development of the initial Baseline schedule. URS will review and work with the Contractor in their review and preparation of the schedule updates. URS will provide written comments to the Contractor on the Baseline and update schedules.
- b. URS will prepare a summary level master schedule to track the progress of all construction projects associated with this scope.

9. Field Quality Control

- a. URS will provide field inspection/observation services to monitor compliance with the Contract Documents.
- b. URS will prepare a daily inspection report documenting field activities, field crews, Contractor equipment, and field problems.
- c. URS will maintain a Corrective Work Item List. The list will provide a current inventory of required corrections to aid in timely completion of such items.
- d. URS will provide photographic and video documentation of the project prior to construction. URS will provide and maintain photographs of field activities for status monitoring of the project.
- e. URS will monitor the record documents on a monthly basis to determine if they are being maintained by the Contractor. URS will also maintain one set of Contract Documents with up-to-date information for all contracts.
- f. URS will review and monitor Contractor's traffic control and public safety plans for compliance with Contract Documents. URS will coordinate these activities with the authority having jurisdiction.
- g. URS will contract with Materials Testing Firm to furnish the material testing and special inspections specified in the Contract Documents to be furnished by the District for the Project.
 - 1. URS will schedule and coordinate the specialty inspections and material testing.
 - 2. URS will have oversight responsibility for the specialty inspections and testing services.
 - 3. Materials Testing Firm's scope of work and budget are provided as Attachment A. The scope of work and actual costs will be dependent on the final design requirements and the Contractor's operations. An amendment to this Task Order may be necessary if the allowance is not adequate to cover the actual work required.
- h. No provision has been included in the scope of work or budget for observation, testing and handling of hazardous material.
- i. URS will contract with Coating Inspection Firm to furnish coating inspections necessary for the Reservoir Hill Tank Renovations.
 - 1. URS will schedule and coordinate the specialty inspections and material testing.
 - 2. URS will have oversight responsibility for the specialty inspections and testing services.
 - 3. An allowance is included in the Budget Estimate for this work. URS will review Coating Inspection Firm's scope of work and budget with the District prior to executing their agreement. The scope of work and actual costs will be dependent on the final design requirements and the Contractor's operations. An amendment to this Task Order may be necessary if the allowance is not adequate to cover the actual work required.

10. EIR Conformance

- a. URS will coordinate with the District environmental consultant during the Project.
- b. This environmental consulting firm will be responsible for environmental reporting, monitoring and surveying as required by the Environmental Impact Report (EIR).
- c. URS will schedule and coordinate the work of the environmental consultant.
- d. SWPPP Implementation:

- a. URS will assist the District with updating the SWPPP requirements in the Contract Documents to comply with the new Construction Storm Water General Permit. URS will assist the District in determining the necessary actions to be taken prior to bidding Project and identifying the roles and responsibilities during construction.
- b. URS will assist the District with establishing its SMARTS site and registration of the Legally Responsible Person (LRP).
- c. URS will assist with uploading required documents to the SMARTS site for certification by the District's LRP.
- d. URS will provide a certified SWPPP expert to conduct the Risk Level/Type Assessment which is to be applied to all project segments. It is anticipated that the Project will be Risk Level/Type 1 (low). Should it be determined that the project is Risk Level/Type 2 or 3 (medium or high) special monitoring and testing may be required that is not included in this scope. SWPPP expert will also prepare the Site Map which is required to be uploaded to the SMARTS site.
- e. URS will assist with preparation of the NOI which will cover all project segments and will assist with uploading the NOI to the SMARTS system for certification by the District.
- f. URS will coordinate and monitor Contractor performance with SWPPP compliance including their preparation of a SWPPP for each segment, their preparation of the Annual Report, and their uploading of all such documents to the SMARTS site for certification by the District's LRP.

11. Means and Methods of Construction

- a. URS will not have responsibility for directing the means and methods of construction. The Contractor shall be solely responsible for the means and methods of construction.

12. Safety

- a. URS will comply with appropriate regulatory, project and District regulations regarding necessary safety equipment or procedures used during performance of URS's work and shall take necessary precautions for safe operation of URS's work, and the protection of URS's personnel from injury and damage from such work.

Neither the professional activities of URS, nor the presence of URS's employees or sub-consultants at the construction/project site, shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending, or coordinating their work in accordance with the Contract Documents, District regulations, and any health or safety precautions required by any regulatory agencies. URS and its personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions.

13. Testing & Training

- a. The scope and budget do not include URS's participation in factory witness testing.
- b. URS will coordinate training requirements and activities.
- c. URS will provide oversight and administration of testing and training.

14. Corrective Work Item List

- a. URS will prepare the Corrective Work Item list with input from the District and DC.
- b. URS will confirm that the items identified in the Corrective Work Item list are completed in preparation for issuance of the Substantial Completion Certificate.

- c. URS will prepare the Substantial Completion Certificate for execution by the District and Contractor when the Corrective Work Items are completed to the District's and URS's satisfaction.

15. Final Inspection and Punchlist

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

16. Warranty Coordination

- a. URS will maintain a warranty file.
- c. Coordination of warranty work after the Contract Period is not included in this Scope of Work or budget. If the District determines at a later date that it desires URS to provide this service, an amendment is issued for additional budget and URS will coordinate warranty work with the District and Contractor during the warranty period.

17. Project Closeout:

- a. URS will prepare necessary District documentation recommending acceptance of the completed work by the Board.
- b. URS will turnover project documentation to the District in an orderly manner. URS will retain all issue files at the end of the project. The District shall have the right to request review and/or copies of the issue files.
- c. URS shall have full and complete access available to all files created by URS during the Project for up to ten (10) years after the completion of the Project. Such access shall include the right to copy any and/or all such files at URS's expense.

18. Dispute Resolution:

- a. Resolution, when possible, of routine disagreements through the normal efforts of the day-to-day project site staff will be performed.
- b. Dispute resolution services using third parties or special processes (e.g. Mediation, Arbitration, Mini-Trials, Dispute Consultants), or those requiring extraordinary efforts by URS are not included in this Scope of Work. If such non-routine dispute resolution services are required, either an amendment or a separate task order will be executed.

NORTH MARIN WATER DISTRICT
WATER SYSTEM IMPROVEMENTS/SPECIAL PROJECTS
PROJECT SUMMARY
AS OF September 22, 2011

Job No.	Title:		
5.6056.00	Recycled Water Expansion - South Service Area		
Facility No.	Facility Type (Pipelines, Pump Stations, etc.)		
	Pipelines, Tank Improvements		

Description

Provides about 192 AF/Yr of recycled water for Irrigation use. Construction of 5.4 miles of recycled water pipeline and the rehabilitation of the Reservoir Hill Water Storage Tank. Phase 1a - 12-inch pipe from Las Galinas Valley Sanitary District Treatment Plant to Bolling Circle (9,800 ft). Phase 1b - 12-inch and 8-inch pipes Bolling Circle, Randolph Drive, Main Gate Road, Palm Drive, North Hamilton Parkway, and the tank Inlet/Outlet line. (10,000 ft). Phase 2 - Extends distribution 12-inch and 8-inch lines in Main Gate Road, South Palm Drive, Hanger Ave, "C" Street and Captain Nurse Circle, Hamilton Parkway, State Access Road to martin Drive(8,900 ft).

Project Justification

The recycled water expansion project is per NMWD Recycled Water Implementation Plan and is also part of NBWRA regional project Phase 1.

	Baseline Cost Estimate	2010 Estimate(1)	As Of Sept 2011	Spent as of 8/31/11		Start	Finish (Est.)	Finish (Actual)
1	Development/Admin	\$48,000	\$95,000	\$90,000	Project Dev.	Jul-10	Aug-11	Aug-11
2	Prelim Design		\$30,000	\$30,000	Design	Sep-10	Sep-11	
3	Permitting and Fees	\$24,000	\$30,000	\$24,300		Jun-10	Dec-10	
4	Environmental Consultant	\$408,050	\$68,000	\$9,174		Jun-10	Dec-10	
5	Eng. Design - Nute (Pipelines)		\$585,000	\$399,420	Permitting	Jun-10	Apr-11	
6	Eng. Design - CSW/ Stuber/Stroeh (Tank)		\$60,000	\$40,835	Final Design	Sep-10	Sep-11	
7	Staff Cost During Construction		\$57,000					
8	Construction Ph 1a	\$3,600,000	\$900,000			Jan-12	Sep-12	
	Construction Ph 1b		\$2,024,100			Nov-11	Sep-12	
	Construction Ph 2		\$1,552,600			Oct-12	Sep-13	
9	On-site Retrofits		\$911,000					
10	Eng. Servs. During Const.	\$720,100	\$30,000					
12	Const. Inspection/ Mat Testing		\$575,000					
13	Project Closeout		\$10,000		Project Closeout	Aug-13	Sep-13	
15	Project Subtotal	\$4,800,150	\$6,927,700					
16	Project Contingency	\$1,244,600	\$559,400					
	Total	\$6,044,750	\$7,487,100	\$593,729				

NOTES:

- (1) Did not include allowance for on-site retrofits, pipeline cost estimated at \$99/ft.
- (2) Tank Rehabilitation estimated at \$376k
- (3) 9-15-11: North Hamilton Parkway delayed due to cost creep.
- (4) revised to include all pipelines, except G3 and lowered contingency to 8%

9

MEMORANDUM

To: Board of Directors

September 30, 2011

From: David L. Bentley, Auditor-Controller

Subj: Auditor-Controller's Monthly Report of Investments for August 2011
t:\acl\word\invest\12\investment report 0811.doc

RECOMMENDED ACTION: Information

FINANCIAL IMPACT: None

At month end the District's Investment Portfolio had an amortized cost value (i.e., cash balance) of \$5,092,142 and a market value of \$5,097,515. During August the cash balance increased by \$1,219,230. For the FY, the cash balance increased \$718,171. The market value of securities held increased by \$1,466 during the month. The ratio of total cash to budgeted annual operating expense stands at 42%, up 10% from the prior month. This compares to the District's target ratio of 90%, or \$11 million.

At August 31, 2011, 51% of the District's Portfolio was invested in California's Local Agency Investment Fund (LAIF), and 39% in Time Certificates of Deposit placed in Novato banks. The weighted average maturity for the portfolio was 133 days, compared to 192 days at the end of last month. The LAIF interest rate for the month was 0.41%, compared to 0.38% in the previous month. The weighted average Portfolio rate was 0.63%, compared to 0.70% in the previous month. The District earned \$7,283 in interest revenue during August with 32% earned by Novato Water and the balance distributed to the other improvement districts.

**NORTH MARIN WATER DISTRICT
AUDITOR-CONTROLLER'S MONTHLY REPORT OF INVESTMENTS
August 31, 2011**

Type	Description	S&P Rating	Purchase Date	Maturity Date	Cost Basis ¹	8/31/2011 Market Value	Yield ²	% of Portfolio
LAIF	State of CA Treasury	A	Various	Open	\$2,619,914	\$2,624,044	0.41% ³	51%
Time Certificate of Deposit								
TCD	Bank of Marin	n/a	6/3/11	6/3/13	\$1,000,000	\$1,000,000	1.00%	20%
TCD	Westamerica Bank	n/a	9/20/10	9/20/11	1,000,000	1,000,000	0.95%	20%
					<u>\$2,000,000</u>	<u>\$2,000,000</u>	<u>0.98%</u>	<u>39%</u>
Other								
Agency	Marin Co Treasury	AA+	Various	Open	\$231,742	\$231,742	0.45%	5%
Bond	Olema G.O. Bond	A+	5/31/91	1/1/15	14,595	15,838	5.00%	0%
Other	Various	n/a	Various	Open	225,891	225,891	0.00%	4%
TOTAL IN PORTFOLIO					<u>\$5,092,142</u>	<u>\$5,097,515</u>	<u>0.63%</u>	<u>100%</u>

Weighted Avg. Maturity = **133 Days**

LAIF: State of California Local Agency Investment Fund.

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

Bond: Annual \$4,113 payment is paid by tax levy on Olema residents.

Other: Comprised of 4 accounts used for operating purposes. Bank of the West Operating Account, Bank of the West STP SRF Loan Account, Union Bank Securities Custodial Account & NMWD Petty Cash Fund.

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

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

3 Earnings are calculated daily - this represents the average yield for the month ending August 31, 2011.

<u>Interest Bearing Loans</u>	Loan Date	Maturity Date	Original Loan Amount	Principal Outstanding	Interest Rate
Black Point Partners-BPGL	6/30/06	2/28/24	\$3,612,640	\$2,713,166	2.39%
Employee Housing Loans (8)	Various	Various	1,441,785	1,441,785	Contingent
Employee Computer Loans (7)	Various	Various	10,931	6,709	1.51% (avg)
TOTAL INTEREST BEARING LOANS			<u>\$5,065,356</u>	<u>\$4,161,660</u>	

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

**NORTH MARIN WATER DISTRICT
COMPARATIVE FINANCIAL RESERVE SUMMARY
August 31, 2011**

	<u>August 31, 2011</u>	<u>August 31, 2010</u>	<u>August 31, 2009</u>
Reserves Restricted by Law			
Connection Fee Fund	\$1,002,336	\$2,553,068	\$1,383,843
Wohler Pipeline Financing Fund	445,569	501,810	558,366
Collector #6 Financing Fund	1,849,539	1,996,497	2,099,836
Revenue Bond Redemption Fund	30,000	30,000	30,000
Tax Proceeds-County Treasury	22,039	23,715	24,672
STP SRF Loan Fund-County of Marin	209,703	104,586	0
Retiree Medical Benefit Fund ¹	1,307,309	1,239,785	2,635,955
RWF Replacement Fund	98,224	16,715	0
Total Legally Restricted Reserves	<u>\$4,964,720</u>	<u>\$6,466,176</u>	<u>\$6,732,672</u>
Reserves Designated by Board			
Maintenance Accrual Fund ¹	\$0	\$0	\$0
Liability Contingency Fund ¹	0	0	0
Conservation Incentive Rate Fund ¹	0	0	292,224
Drought Contingency Fund	0	0	0
Operating Reserve ²	60,000	60,000	60,000
Total Board Designated Reserves	<u>\$60,000</u>	<u>\$60,000</u>	<u>\$352,224</u>
Unrestricted /Undesignated Cash ³	<u>\$67,423</u>	<u>\$118,383</u>	<u>\$105,189</u>
Total Reserves on Hand	<u><u>\$5,092,142</u></u>	<u><u>\$6,644,560</u></u>	<u><u>\$7,190,086</u></u>
<u>Due to/(Due from) Analysis</u>			
	<u>August 31, 2011</u>	<u>August 31, 2010</u>	<u>August 31, 2009</u>
Novato	\$1,661,393	\$437,547	\$749,133
West Marin Water	(308,151)	(437,547)	(462,835)
Recycled Water	(1,353,242)	0	(286,298)
	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>

1 Funds were borrowed from the Maintenance Accrual Fund to offset the shortfall in the Novato unrestricted/undesignated cash account in the following amounts: at 8/31/11 \$3,732,348, at 8/31/10 \$3,632,348, and at 8/31/09 \$3,523,710. In addition, funds were borrowed from the Liability Contingency Fund in the following amounts: at 8/31/11 \$414,700, at 8/31/10 \$ 414,700 at 8/31/09 \$659,700; the Conservation Incentive Rate fund in the following amounts: at 8/31/11 \$55,648, at 8/31/10 \$102,193 at 8/31/09 \$217,400; and the Retiree Medical Benefits Fund in the following amounts: at 8/31/11 \$1,674,942, at 8/31/10 \$1,624,849, and at 8/31/09 \$1,747.

2 Cash shown in the Operating Reserve belongs to Oceana Marin Sewer in FY10,11, and 12.


3 Cash shown in the Unrestricted/Undesignated accounts belongs to Oceana Marin Sewer in FY10,11, and 12.

10

MEMORANDUM

To: Board of Directors

September 30, 2011

From: Chris DeGabriele, General Manager 

Subject: Consulting Services Agreement with retired employee Rick Rudolph

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RECOMMENDED ACTION: Information Only

FINANCIAL IMPACT: Up to \$6,000

Attached is a Consulting Services Agreement with Rick Rudolph to provide advice and consultation in regards to District facilities location including "Mark and Locate" tasks. Typically the Board approves a consulting services agreement with retired employees prior to execution. In this instance, due to "Mark and Locate" work load requirements for Recycled Water Facilities and current staffing limitation the District found itself in a position with not enough experienced staff to appropriately "Mark and Locate" District facilities in a timely manner.

While it's not anticipated that Rick Rudolph will need 200 hours to perform the work, the total should give the Construction Superintendent sufficient flexibility to use Mr. Rudolph throughout the remainder of the year.

The form of the agreement is consistent with other retiree's with whom we have retained services on an interim and limited basis as needed to insure institutional knowledge is fully transferred and that we can tap into their expertise as needed.

Mr. Rudolph retired from the District in April of 2010 after 45 years of service.

**NORTH MARIN WATER DISTRICT
AGREEMENT TO PROVIDE CONSULTING SERVICES**

The North Marin Water District, hereinafter called "District," and Rick Rudolph hereinafter called "Consultant," agree as follows:

1. Consultant shall work independently and provide direction, advice and consultation in regards to District facilities locations including "Mark and Locate" tasks. The work may entail liaison with the District's Facilities Maintenance, Operations, Construction and Customer Service Divisions.
2. At no expense to Consultant, District shall provide Consultant with use of a vehicle, desk, telephone, tools, and materials. Use of said equipment and materials shall be strictly limited to work performed in connection with Paragraph 1 above.
3. The District's Construction/Maintenance Superintendent or his designee will be the District's representative to authorize Consultant work and shall provide direction and guidance to the Consultant.
4. Consultant agrees to hold District harmless and indemnify District against any damage arising out of work performed under this agreement.
5. Consultant will invoice the District for work on a weekly basis at the rate of \$30.00 per hour. District will pay consultant not more frequently than twice per month, based on its regularly scheduled Board meetings. Only productive hours may be billed. Productive hours are defined strictly as hours covering work described in Paragraph 1. Consultant agrees to pursue the work covered by this agreement in a workmanlike manner.
6. Consultant acknowledges that this agreement for consulting services in no way imparts or vests Consultant with employment status with the District. As required by law, the District will report payments made to Consultant to the Internal Revenue Service. Consultant shall be solely responsible for any self-employment taxes, estimated income tax payments, etc.
7. Total hours invoiced by the Consultant under this agreement shall not exceed 200 hours.
8. The District may, at its sole discretion and option, terminate this agreement at any time.
9. The term of this agreement shall commence on September 26, 2011 and shall continue in full force for a period of one year.

9/26/2011

Date

Chris DeGabriele

Chris DeGabriele, General Manager
North Marin Water District

Sept 26, 2011

Date

Rick Rudolph

Rick Rudolph
Consultant

1

1

FOR ACCESSIBLE
MEETING INFORMATION
CALL: (707) 543-3350
ADD: (707) 543-3031



TECHNICAL ADVISORY COMMITTEE

MONDAY: OCTOBER 3, 2011

Utilities Field Operations Training Center
35 Stony Point Road, Santa Rosa, CA

9:00 a.m. (Note Location)

1. Check In
2. Public Comment
3. Draft Water Supply Strategies Action Plan Update
4. Draft SCWA Long Range Financial Plan
5. L/R/T2 Program Update
6. SCWA Water Supply/Transmission System Operations Status
(Sonoma Booster Station Meter Installation & Main Valve Replacement)
7. SCWA Summer Allocation Model
8. SCWA Rate Study
9. Biological Opinion Status Update
10. Items for next agenda
11. Check Out



**NORTH MARIN
WATER DISTRICT**

September 16, 2011

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

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Miles Ferris, Director of Utilities
City of Santa Rosa

Darin Jenkins, City Engineer
City of Rohnert Park

Damien O'Bid, City Engineer
City of Cotati

Milenka Bates, Director of Public Works
City of Sonoma

Paul Helliker, General Manager
Marin Municipal Water District

Subject: SCWA L/R/T2 Program Funding for FY 2012/13

Your City/Water District has not yet received its full allocation under the original SCWA Local Supply / Recycled Water/ Tier 2 Water Conservation Funding Program (L/R/T2) (Attachment 1) and the TAC will consider recommending L/R/T2 funding to be included in the Sonoma County Water Agency budget for next fiscal year (FY 2012/13). Section 4.15 of the Restructured Agreement (RA) provides for the collection of a Recycled Water and Local Supply Sub-Charge to carry out provisions of Section 2.6 of the RA. Guidelines and project evaluation criteria for the L/R/T2 Program (Attachment 2), were established for the original L/R/T2 program authorized pursuant to the 2001 Impairment MOU.

If you have an L/R/T2 eligible project, Please submit project proposals to the Technical Advisory Committee (TAC) chair by Monday, November 23, 2011. The L/R/T2 Sub-Committee will meet to develop a recommendation for consideration by the full WAC at the February meeting.

Sincerely,


Chris DeGabriele
General Manager

Enclosure

Cc: Krishna Kumar, Valley of the Moon Water District
Remlah Scherzinger, City of Petaluma
Richard Burt, Town of Windsor

CD/rr

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SONOMA COUNTY WATER AGENCY

LOCAL SUPPLY / RECYCLED WATER / TIER 2
WATER CONSERVATION FUNDING PROGRAM 10-YEAR ALLOCATION

	<i>Allocation</i>	<i>Expended</i>	<i>Balance</i>
1 Santa Rosa	5,065,236	3,908,003	1,157,233
2 Petaluma	2,197,913	2,197,913	--
3 Marin Municipal	1,724,026	1,000,000	723,926
4 North Marin	1,846,726	1,846,726	--
5 Rohnert Park	649,629	--	649,629
6 VOM	627,875	627,875	--
7 Sonoma	539,411	264,295	275,116
8 Windsor	86,996	86,996	--
9 Cotati	157,235	--	157,235
10 Forestville	104,953	104,953	--
Total	13,000,000	10,036,861	2,963,139

9/6/11

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GUIDELINES AND PROJECT EVALUATION CRITERIA

SCWA LOCAL SUPPLY/RECYCLED WATER/TIER 2 WATER CONSERVATION FUNDING PROGRAM

The Memorandum of Understanding Regarding Water Transmission System Capacity Allocation During Temporary Impairment (Impairment MOU) establishes that the phrase "Cost effective water conservation measures that reduce water demands on the transmission system" as used in Section 2.5 of the Tenth Amended Agreement includes cost effective water conservation measures, recycled water projects that offset potable water use and standby local peak month production capacity projects that reduce peak demand on a transmission system (L/R/T2 measures). Sonoma County Water Agency (SCWA) plans to budget and distribute funds to the Water Contractors, Windsor and Marin Municipal Water District for implementing L/R/T2 measures. By November 1 of each year the parties to the Impairment MOU further agree that the Water Advisory Committee shall approve and report to the SCWA which projects are to receive funding support in the subsequent fiscal year's budget. Said approval will not include the first \$15 million for water conservation measures or the \$1.3 million in FY 00/01 SCWA budget for recycled water projects which has already been approved by the Water Advisory Committee in the Agency's FY 00-01 Water Transmission System Budget. The Water Advisory Committee has appointed a subcommittee to review the L/R/T2 measures and make recommendations to the Agency.

GUIDELINES

1. Water Advisory Committee supports the inclusion of \$13 million dollars over ten years up to \$2.0 million per year in the Sonoma County Water Agency's Water Transmission System budget for the L/R/T2 program.
2. Revenue requirements are to be met through a surcharge to the Water Transmission System Operations and Maintenance (O&M) rate.
3. Each party signatory to the Impairment MOU, excluding SCWA, shall be eligible and allocated a share of the L/R/T2 funding proportional to their average annual water delivery for three years (FY 98/99 through FY 00/01) divided by the SCWA deliveries to eligible parties over the same period (see Table 1). Eligible parties are eligible to receive the sum of their allocated shares over the life of the L/R/T2 program.
4. Eligible parties shall submit proposals for L/R/T2 projects to the Chairman of the Water Advisory Committee by September 30 of each year (for FY 01-02 contractors shall submit proposals to the Chair of the Water Advisory Committee by March 1, 2001). Project duration and funding eligibility may extend over more than one year.
5. By November 1 of each year the L/R/T2 subcommittee shall recommend projects to be approved by the Water Advisory Committee at a regular meeting for funding in the subsequent fiscal year's budget. Funding shall be made through distribution from the Water Transmission System O&M fund unless another funding source becomes available due to execution of a new water supply agreement subsequent to Eleventh Amended Agreement for Water Supply.
6. SCWA will account for each eligible party's share separately. Project payments by SCWA will be made only for design, construction, and/or implementation. Payment by

SCWA to each eligible party will be made upon receipt of itemized invoices for work completed on approved projects. Invoices shall be submitted on a quarterly basis.

7. The L/R/T2 Subcommittee shall use the below listed criteria for evaluation of project measures.

PROJECT EVALUATION CRITERIA:

1. L/R/T2 measures must result in sustained demand reduction in the months June through September. Recommendations for funding of projects will be based on the most cost-effective projects being recommended for funding first. Cost effectiveness as determined by the WAC will be evaluated on a dollar per MGD basis.
2. Projects must be sustainable. Projects to implement a short-term demand curtailment will not be considered. For local well supply, the sustained capacity is defined as 67% of the measured yield during a long-term steady state pumping test. Water conservation programs are those beyond the current California Urban Water Conservation Council Best Management Practices (BMP's) or those programs listed in the May 1998 SCWA Draft Water Conservation Plan.

EXAMPLES OF ELIGIBLE L/R/T2 PROJECTS AND MEASURES

Recycled Water Projects

New Treatment Plant Construction

Existing Treatment Plant Capacity Upgrades

Distribution Facilities (Pump Stations, Pipelines, Storage and all appurtenances)

Local Supply Projects

New Treatment Plant Construction

Existing Treatment plant Capacity Upgrades

Aquifer Storage and Recovery Projects

Backfeed Surface Storage for June-Sept Water Supply Production

New Well Construction Potable Supply and Non Potable which offsets potable demand

Rehabilitation of Existing Potable Well Supply

Tier 2 Water conservation Measures

Water Conserving Appliance Incentives

Irrigation Advisory Service

12

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

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

Date: Friday, October 7, 2011
Time: 9:30 a.m. – 11:30 a.m.
Location: Petaluma (Lucchesi) Community Center
320 N. McDowell Blvd.
Petaluma, CA 94954 – Conference Room 2

**REVISED
AGENDA**

<u>Item</u>	<u>Recommendation</u>
1. Call to Order (Jack Gibson, Chair)	
2. Public Comment	
3. Approval of the Agenda (1 min.)	Approve
4. Approval of Minutes	Approve
5. Treasurer's Report (1 min.)	Accept
6. Regulatory Update (60 min.) Guest Speaker: Bruce Wolfe, Executive Officer, RWQCB	Information
7. Project Update (20 min.) Harry Seraydarian	Information
8. Items of Interest	
9. Items for Next Agenda	

Next Meeting Information:

Next Meeting: November 4, 2011
Novato Sanitary District
500 Davidson Street
Novato, CA 94945

NORTH BAY WATERSHED ASSOCIATION

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

Date: September 9, 2011
Time: 9:30 a.m.
Location: Novato Sanitary District
500 Davidson Street
Novato, CA 94945

Directors Present: Directors present included:

<u>Board Member</u>	<u>Agency/Organization</u>	<u>Board Member</u>	<u>Agency/Organization</u>
Jack Baker	North Marin Water District	Kathy Hartzell	Central Marin Sanitation Agency
Steve Barbose	City of Sonoma and Sonoma Valley County Sanitation District	Brad Sherwood	County of Sonoma and Sonoma County Water Agency
Megan Clark	Las Gallinas Valley Sanitary District	Madeline Thomas	Bel Marin Keys Community Services District
Jack Gibson	Marin Municipal Water District		

Directors present represented 9 out of the 16 agencies signatory to the Association MOU.

Board Actions:

1. **Call to Order.** Jack Gibson, Chair, called the meeting to order at 9:35 a.m.
2. **Public Comment.** There was no public comment.
3. **Approval of the Agenda.** (See Handout) The Board unanimously approved the agenda.
4. **Approval of the Minutes of the Board Meeting held July 8, 2011.** (See Handout) The Minutes of the Board Meeting held on July 8, 2011 were approved with three abstentions by Jack Gibson, Marin Municipal Water District, Kathy Hartzell, Central Marin Sanitation Agency, and Madeline Thomas, Bel Marin Keys Community Services District.
5. **Treasurer's Report.** (See Handouts) The Treasurer's Reports for July and August, 2011 were accepted as presented by Paul Helliker.
6. **Bay-Delta Fish Ecology – Water Mediates It All** – Bruce Herbold, US EPA, gave a PowerPoint presentation to provide an update on the Delta fisheries. Bruce began the presentation with a set of graphs showing the abundance indices from 1966 to 2011 for Delta and Longfin Smelt, Striped Bass, and Threadfin Shad. All fish populations showed a large decline in the last decade correlating with a rise in exports of water because of new available storage. Bruce described a map of the entire estuary and focused on Suisun Bay using a graph to illustrate the relationship between salinity and fish species along with a related chart that illustrated the relationship of fish food sources to salinity. He then explained a map of the Delta displaying river flows and tidal flows to demonstrate the dominance of tides. Bruce presented a chart depicting the variability of freshwater flows in wet and dry years for days of the water year, which he then correlated with X2 – the distance in miles from the Golden Gate Bridge to the 2/1000 salinity gradient. Bruce used a set of charts to illustrate that higher trophic level fish increase in abundance with higher freshwater flows (location of X2). He exhibited a similar set of charts that indicated a limited correlation between freshwater flow and lower trophic levels (fish food) leading to the conclusion that fish food is not the problem. Color coded salinity maps for X2 at 74 and 85 miles demonstrated the shift in location of the salinity levels (ideal salinity exists closer to pumps for X2 at 85 miles). Bruce then provided a graph of the average fall outflow from 1930-2010 and noted that the last 10 years have had consistently low September flows no matter what type of year (wet or dry). Bruce noted that USFWS recently proposed a minimum outflow for September/October of 12,000 cfs and the courts had decided that standard was "draconian". Bruce highlighted the importance of geometry comparing Suisun with the head of Old River. He presented a 2003 conceptual model that related stationary habitat and dynamic habitat and noted that in 1873 the Delta had many small channels, lots of refugia, and long mixing times whereas the modern Delta has limited marsh connections and short residence times. Bruce compared a visual of the old regime against the new regime with the environmental drivers and after explaining the changes, suggested that the "cockroaches of the aquatic world dominate". Bruce explained the regulatory approaches – FWS and NMFS; Biological Opinions; Bay Delta Conservation Plan; RWQCB actions on permits and TMDLs; SWRCB actions on flows and standards; and EPA's Advanced Notice of Proposed Rulemaking (ANPR) in February 2011. The NBWA Board had a number of questions. Can habitat improvements also improve conditions for fish? (Yes, an example is restoring tidal marsh.) What are types of predators? (Historically native Squaw fish, Striped Bass introduced in 1867,

and now large mouth Bass are doing well.) Is it only coincidence that dry years seem to correlate with recessions? (Yes, 1977 driest year.) Can we conclude that lack of flow in the fall is a major culprit for the decline in fish populations? (No, amount of spring flows is important, also the prevalence of dangerous contaminants and the amount of habitat are important influences on fish abundance. Levees are an issue that must be addressed in the long term and we do need more wetland restoration.) Where are we with USACE Levee Vegetation Policy (California is objecting to the policy to limit vegetation.) Will collapse of levees be good for fish? (Depends on fish and location.) How much water flowed out through the Delta this year? (Not sure – rules on % basis and X2, habitat more important than direct impacts from pumps, however Delta pumps capable of reversing flows.)

7. **BAIRWMP Update** – Harry Seraydarian used a PowerPoint presentation to update the Board on the Bay Area IRWMP efforts. Harry first reported the latest milestones of the DWR Grant for the Plan Update: NBWA received the DWR commitment letter on April 12, which asked for more detail on Disadvantaged Communities; a Request for Proposals was issued by MMWD on July 13; the Plan Update Team reviewed proposals on August 31; and interviews are scheduled for September 13. Harry noted the emphasis that will be placed on Climate Change in the Plan Update and highlighted the plan elements that should include North Bay involvement. Harry informed the Board of a tentative schedule for the Plan Update and the likely time frame for adding projects (June-August, 2012). Harry then explained the table of the North Bay Project Funding, including the Bay Area Implementation Grant and the relative share on a percentage basis. Harry reviewed the recent 2011 events and highlighted the final grant decisions on August 15, with the Bay Area receiving the largest state grant for **\$30,093,592**. Harry noted that the grant should be finalized by the DWR in early 2012. Harry then described the North Bay Sub-Regional process developed in 2009 which included: NBWA as the lead including Solano County; the NBWA Watershed Council in an advisory role; County leads; and a three step process for developing project proposals: (1) Meeting of all counties to review Guidance; (2) Integrated County meetings to include all stakeholders; and (3) All counties in one meeting to review input. Harry identified the County leads included in the draft 2009 Process: Liz Lewis – Lead for Marin County (Chris Choo), Rick Thomasser – Lead for Napa County, Dave Okita – Lead for Solano County Water Agency (Chris Lee), and Brad Sherwood, Lead for Sonoma County Water Agency. Harry laid out a tentative schedule for the North Bay role in the Plan Update. Paul Helliker mentioned that the DWR may announce another round of Prop 84 funding in January, 2012 for approximately \$100 million (Bay Area target ~ \$15 million) that would require sub-regional input. Harry indicated he would present a BAIRWMP update to the NBWA Watershed Council on September 27 and explain the North Bay process in greater detail.

8. **Items of Interest.**

April 13, 2012 – Sheraton Petaluma – NBWA Conference – Theme –Climate Change Adaptation.

9. **Items for Next Agenda.**

- * Regulatory Update – Bruce Wolfe, Executive officer, RWQCB
- * Update on Projects – Harry Seraydarian

Jack Gibson, Chair, adjourned the meeting at 11:25 a.m.

SUBJECT TO BOARD APPROVAL

Submitted By: Elizabeth O. Preim-Rohtla

NEXT MEETING INFORMATION:

October 7 – Petaluma (Lucchesi) Community Ctr., 320 N. McDowell Blvd., Petaluma, CA 94954 – Conf. Rm. 2

November 4 – Novato Sanitary District, 500 Davidson Street, Novato, CA 94945

December 2 – Petaluma (Lucchesi) Community Ctr., 320 N. McDowell Blvd., Petaluma, CA 94954 – Conf. Rm. 2

13

DISBURSEMENTS - DATED SEPTEMBER 21, 2011

Date Prepared: 9/20/11

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 9/15	\$125,856.52
EFT*	Union Bank	Federal & FICA Taxes PPE 9/15	45,587.64
1*	UNUM Life Insurance	To Replace Cancelled Check-Wrong Vendor	663.60
2	Ackerman, Gerald	Retiree Exp Reimb (Monthly Health Ins)	90.69
3	All Star Rents	Propane (STP)	71.56
4	Alpha Analytical Labs	Lab Testing (Pt Reyes)	315.00
5	Armor Locksmith	Door Handle Set for STP High Service Pump Bldg	293.72
6	Automation Direct	Parts to Convert 2 Modicon PLC's to Automation Direct (Upper Wild Horse PS & PRE PS #2) (Budget \$1,500)	1,234.00
7	Bart Price	Website Refresh of Page Banners	2,278.50
8	Basic Chemical Solutions	Sodium Hypochlorite (200 gals)	771.14
9		Vision Reimbursement	124.00
10	Bentley, David L.	Exp Reimb: September Mileage	52.73
11	Bold & Polisner	AEEP Loan Acquisition Cost	315.00
12	State of California	State Tax & SDI PPE 9/15	9,295.89
13	Bradbery, Ronald	Retiree Exp Reimb (Monthly Health Ins)	90.69
14	Bundesen, Gerald	Retiree Exp Reimb (Monthly Health Ins)	704.96
15	Butti, Lou	Retiree Exp Reimb (Monthly Health Ins)	704.96
16	State of California	Unemployment Ins Claim (Piper) (4/1-6/30/11)	91.91
17	Calif Contractors Supplies	Saw Blades (10)	438.03

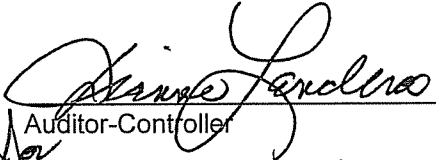
Seq	Payable To	For	Amount
18	California Water Service	July/Aug Water Service (OM) (0 Ccf)	124.93
19	Calpico	Anodes (6)	917.92
20	Cole-Parmer Instrument	Thiosulfate (STP)	78.44
21	CSW/Stuber-Stroeh Engineering	Prog Pymt #6: Aqueduct Energy Efficiency Project (Balance Remaining on Contract \$159,558)	17,671.15
22	Cashier Dept of Pesticide Regulation	Pesticide Applicators License Fee (Stafford) (1/12-12/13) (Budget \$70)	60.00
23	Derby, Richard	Retiree Exp Reimb (Monthly Health Ins)	90.69
24	Diggs, James	Retiree Exp Reimb (Monthly Health Ins)	704.96
25	Dougherty, Cheryl	Refund Alternative Compliance Reg 15 Deposit	315.00
26	Eyler, John	Retiree Exp Reimb (Monthly Health Ins)	90.69
27	Charles Z. Fedak	Prog Pymt #4: Financial Statement Audit FY11 (Balance Remaining on Contract \$3,633)	9,742.00
28	Fisher Scientific	Buffer for Microanalysis (144) (Lab)	177.11
29	Ghilotti Construction	Prog Pymt #1: Construct the Recycled Water North Segment 1 Pipeline (Balance Remaining on Contract \$85,645)	446,921.89
30	Grainger	Round Slings (4) (\$179), Air Filters (4) (HVAC System) (\$162) & Tin Snips (2) (\$41)	382.77
31		Cafeteria Plan - Child Care Reimbursement	208.33
32	Groeniger	Hydrant Bury (7) (\$574), Butterfly Valve (\$1,017), Flange (4) (\$767), Brass Bushings (10) (\$96), Brass Nipples (30), Splice (30) (\$412) & FCA (\$592)	3,493.40
33	Hertz Equipment Rental	Arrow Board Rental (7/28-8/27/11)	287.53
34	InfoSend	August Processing Fee for Water Bills (\$1,553) & Postage (\$3,862)	5,415.12
35	Johnstone, Daniel	Retiree Exp Reimb (Monthly Health Ins)	90.69
36	Jordan, Pensri	Novato "Washer Rebate" Program	50.00
37	Kemira Water Solutions	Ferric Chloride (18.86 tons)	13,948.48

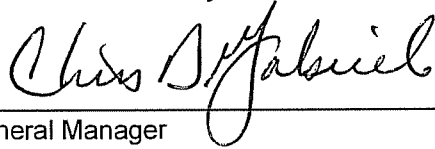
Seq	Payable To	For	Amount
38		Vision Reimbursement	368.00
39	Landeros, Dianne	Exp Reimb: Mileage, Toll & Parking (Legal Aspects of Violence in the Workplace Seminar)	40.30
40		Vision Reimbursement	208.00
41	Marin County Treasurer	Semi-Annual Bond Service PRE-1 Revenue Bond	2,525.00
42	Matchette, Tim	Retiree Exp Reimb (Monthly Health Ins)	192.87
43	McLellan, WK	Misc Paving: Novato Area (1,510 S.F.) (\$15,188) & Repair Tank Road in Front of 11860A Highway 1-Pt Reyes (\$9,701)	24,889.73
44	Drew McIntyre	Exp Reimb: Filing Fee-Notice of Determination for Recycled Water South Project	50.00
45	MegaPath	DSL Internet Service (9/12/11 - 10/11/11)	142.30
46	Miller, Marla	Novato "Washer Rebate" Program	50.00
47	Nelson, John O.	Retiree Exp Reimb (Monthly Health Ins)	90.69
48	Newark InOne	RTU Power Supplies	347.20
49	Nute Engineering	Engineering Services: Hamilton Area Recycled Water Project (Balance Remaining on Contract \$135,784)	25,038.50
50	O'Brien, James	Novato "Toilet Rebate" Program	75.00
51	Pace Supply	2" Coupling (\$152), Copper Pipe (4,200') (\$21,562), Meter Boxes (10) (\$268)	21,982.97
52	Pacific Coast Cutters	Saw Asphalt @ Rowland & So Novato Blvd	465.50
53	Pape Material Handling	Propane Regulator Repair Kit	59.42
54	Pape Machinery	Armrest Kit ('04 John Deere Backhoe)	119.51
55	Parkinson Accounting Systems	August Accounting Software Support	693.75
56	Petaluma Elks Lodge #901	Deposit for 2011 Holiday Party	250.00
57	PG & E	Power: Bldgs/Yard (\$3,212), Rectifier/Controls (\$378), Pumping (\$44,464), Treatment (\$16,272) & Other (\$134)	64,460.80

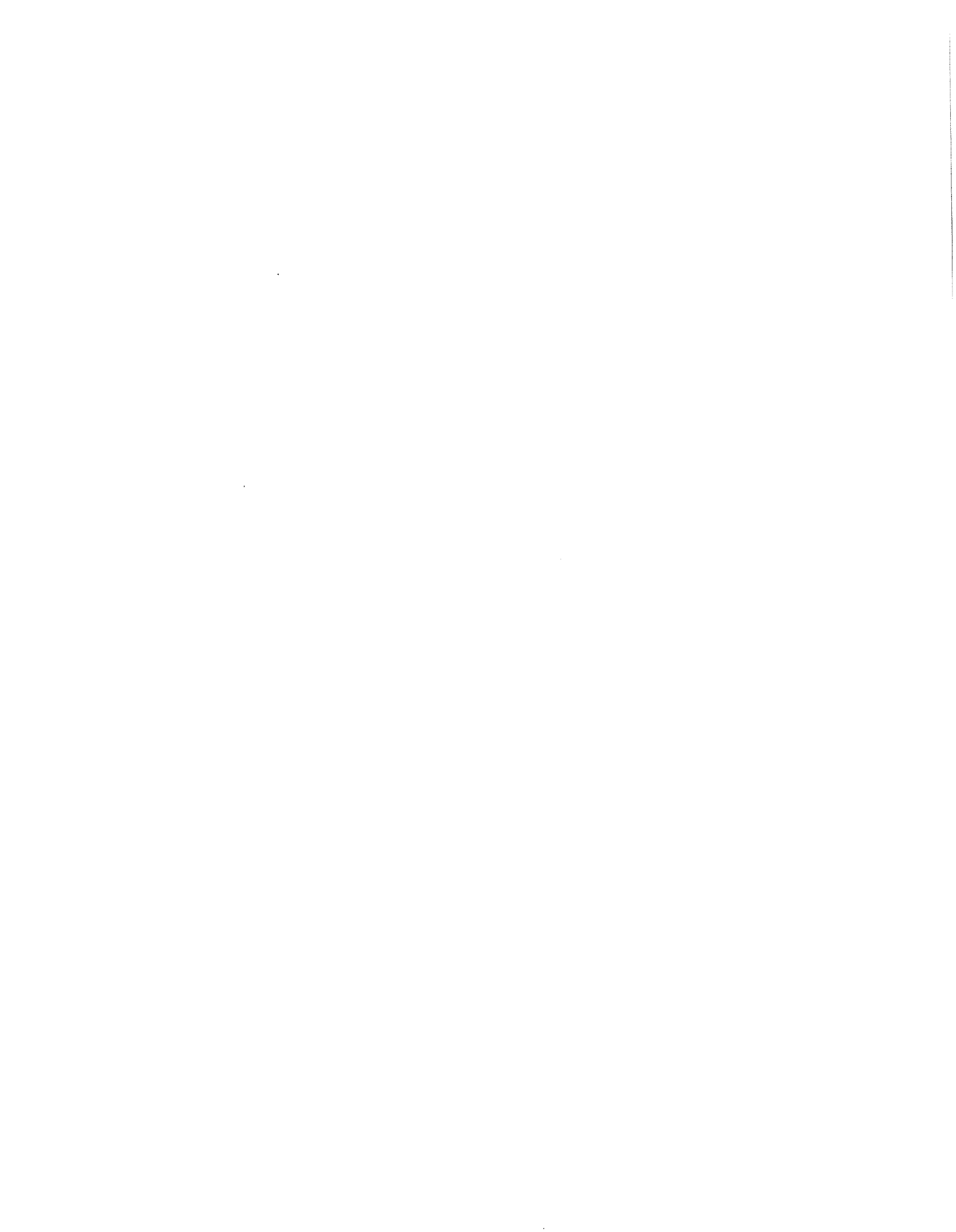
Seq	Payable To	For	Amount
58	PERS	Pension Contribution PPE 9/15	41,945.69
59	Poiani, Pete	Retiree Exp Reimb (Monthly Health Ins)	90.69
60	Preferred Alliance	Pre-Employment Physical (Blunt)	42.00
61	Rapp, Stephanie	Novato "Washer Rebate" Program	50.00
62	Reyes, Anthony	Novato "Washer Rebate" Program	50.00
63	Roberts, Renee	Exp Reimb: Mileage (Home Depot-Repot Plants & Costco-Patio Picnic Supplies)	34.68
64		Cafeteria Plan - Child Care Reimbursement	181.25
65	Roybal, Arthur	Novato "Washer Rebate" Program	50.00
66	Schulze, Ed	Refund Water Payment - Customer Signed into Wrong Account	100.33
67	Sequoia Safety Supply	Disposable Gloves (1,000)	89.10
68	Shu, Patty	Novato "Toilet Rebate" Program	75.00
69	Siemens Water Technologies	Service on Lab Deionized Water System	174.89
70	Smail, Catherine	Retiree Exp Reimb (Monthly Health Ins)	90.69
71	Smith, Julie	Novato "Toilet Rebate" Program	75.00
72	Sonosky, Norma	Retiree Exp Reimb (Monthly Health Ins)	90.69
73	Stompe, Cherilee	Novato "Washer Rebate" Program	50.00
74	Stone Tree Golf	Refund Excess Advance for Const Over Actual Job Costs (Stone Tree Agreement Assignment)	1,165.30
75	SuperMedia	Quarterly Telephone Directory Charge	47.75
76	Syar Industries	Asphalt (12.47 tons)	1,521.85
77	Tektronix	Calibration of 2 Meters	316.00
78	Township Building Services	August Janitorial Service	1,714.00
79	United Parcel Service	Delivery Services: Sent AEEP - B1 Caltrans Submittal, Calibration of 2 Fluke Meters & Ret'd Backflow Meters for Calibration	41.57
80	UPS Store	Delivery Service: Sent Meter for Repair	11.38

Seq	Payable To	For	Amount
81	Van Bebber Bros	3/8" Steel Plate for Dump Bed Repair ('99 intl 5yd Dump)	36.85
82	Velasquez, Sergio	Novato "Washer Rebate" Program	50.00
83	Velloza, Richard	Retiree Exp Reimb (Monthly Health Ins)	90.69
84	Vermeer Pacific	4" Vacuum Excavator Hose (50') ('03 Vac-Tec Vacuum Excavator)	582.65
85	VWR International	Ammonia (20) (Lab)	79.62
86	Ward, Stephen	Novato "Washer Rebate" Program	50.00
TOTAL DISBURSEMENTS			<u>50.00</u>
			<u>\$880,698.85</u>

The foregoing payroll and accounts payable vouchers totaling \$880,698.85 are hereby approved and authorized for payment.


 Auditor-Controller 9/20/11
 Date


 General Manager 9/20/2011
 Date



DISBURSEMENTS - DATED SEPTEMBER 28, 2011

Date Prepared: 9/27/11

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:

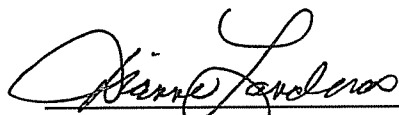
Seq	Payable To	For	Amount
1	Able Fence	Gate Parts to Add a Main Gate to Front Parking Lot Fence of Office	\$127.00
2	Advanced Reproduction Center	Plans & Specs Recycled Water North Segment 2 & 3 Projects (32 sets)	2,751.56
3	American Messaging	Semi-Annual Pager Rental (9/1/11 - 3/1/12)	33.57
4	American Family Life Ins	September Employee Contrib for Accident, Disability & Cancer Ins	3,471.90
5	Anderson, Harold V.	Novato "Washer Rebate" Program	50.00
6	ASDSO (Dam Safety)	Annual Dues (10/11-9/12) (McIntyre) (Budget \$50)	49.00
7	AT&T Mobility	Cellular Charges: Monthly (\$508) & Airtime (\$10) (15)	517.96
8	AT&T	Telephone Charges: Leased Lines	62.76
9	Bacons Auto Service	Smog Inspection ('08 F250 & '08 F350)	103.50
10	Bart Price	Refresh of Main Header for NMWD Website	1,519.00
11	Calif Public Health Services	Distribution Operator Certification Renewal (Latanyszyn) (2/12-1/15) (Budget \$80) & Water Treatment Operator Certification Fee-Grade 2 (Reischmann) (10/11-10/13)	140.00
12	Calif Water Environment Asso	Membership Dues (Bena) (1 yr)	132.00
13	California State Disbursement	Wage Assignment Order (3)	1,478.50
14	Carpenter Rigging & Supply	3/8" Galvanized Aircraft Cable	609.90
15	CDW-Government	Mouse (6) & Keyboard (6) (\$70) (Spare)	127.02

Seq	Payable To	For	Amount
16	Core Utilities	Consulting Services: August IT Support (\$5,000), SCADA (\$625), STP (\$275), Utility Billing (\$500), Website (\$600), Revise Website Water Cost Calculator to Increase the Accuracy of the Weighted Average Commodity Rate for Each Customer (\$1,100) & Build Tier & Seasonal Use Database Into CORE (\$300)	8,400.00
17	Covello Group	Prog Pymt #3 & #4: Recycled Water Pipeline Expansion (Balance Remaining on Contract \$491,992)	39,853.68
18	Cummings Trucking	Sand (48 yds) (\$2,026) & Rock (48 yds) (\$1,704)	3,730.04
19	Dell Computers	Replacement PC (Chandrasekera) (Budget \$2,000)	1,487.37
20	Environmental Resource Assoc.	Annual Performance Evaluation Samples (Lab)	735.37
21	FedEx Freight West	Delivery Service: Sent Audit Reconciliation Binder	21.79
22	Kevin Furlong Construction	To Replace Cancelled Check-Wrong Vendor	570.00
23	Grainger	Bypass Pruners (4) (\$66) & Slotted Screwdrivers	96.66
24	Green, Shirley	Novato "Toilet Rebate" Program	75.00
25	Hageman, Richard	Novato "Cash for Grass" Program	100.50
26	Hope, Bruce and Joan	Novato "Washer Rebate" Program	50.00
27	Knight, Kimberly	Novato "Washer Rebate" Program	50.00
28	Leighton Stone	Pressure Gauges (4)	322.38
29	Lincoln Life	Deferred Compensation PPE 9/30	9,372.33
30	National Deferred	Deferred Compensation PPE 9/30	750.00
31	Novato Disposal Service	August Trash Removal	403.40
32	NTU Technologies	Polymer (1,800 lbs)	2,628.00
33	On Line Resource	Refund Payment -Can't Locate Account	44.23

Seq	Payable To	For	Amount
34	Pace Supply	Valves (6) (\$3,418), Angle Meter Stops (68) (\$2,807), Plugs (3), Flanges (18) (\$720), Bushings (3) (\$129), Nuts (600) (\$679), Bolts (349) (\$2,002), Nipples (7) (\$357), Ells (4) (\$946), Adapters (2) (\$343), Tees (2) (\$928), Box Lids (91) (\$1,835), Meter Boxes (7) (\$166), Gaskets (93) (\$1,418), Meter Stops (6) (\$248) & Couplings (4) (\$489)	16,604.42
35	Pesticide Applicators Prof Asso	Reg Fee: Pesticide Seminar (Cilia)	80.00
36	NMWD Petty Cash	Petty Cash Reimbursement: Safety Snacks, Replacement Mop Head, Magnets, Delivery Charge for Shipping Pipettes for Calibration, First Aid & Emergency Preparedness Quick Reference Guide, Bridge Toll & Mileage	94.74
37	Point Reyes Prop Mgmt Assn	September HOA Dues (25 Giacomini Rd)	118.91
38	Radio Shack	RTU Parts (\$47) & Batteries for Security Cameras at Tanks	48.62
39	Rainin Instrument	Pippette Calibration (4) (Lab)	224.40
40	Red Wing Shoe Store	Safety Boots (Reed)	200.00
41	Roberts & Brune	Hydrant (6) (\$9,518), Hydrant Extension (10) (\$526) & Tapping Sleeve (\$1,898)	11,942.60
42	Rockhurst College Continuing E	Reg Fee: Grammar & Proofreading Seminar (Kehoe)	199.00
43	Semple Appraisals	Appraisal of Proposed Waterline Easement on Catholic Charities/CYO Property-Marinwood, Ca	3,000.00
44	Sequoia Safety Supply	Dog Repellent (10 cans) (\$50) & Ibuprofen (200)	56.85
45	SHI	VisioStudio License & Software for Website (Young)	166.88
46		Vision Reimbursement	424.00
47	Sonoma County Water Agency	August Contract Water	603,476.90
48	State Treasurer's Office	Reg Fee: LAIF Conference (Holton)	100.00
49	Teperson, Michael	Novato "Washer Rebate" Program	50.00
50	UNUM Life Insurance	September Group Life Ins Premium	663.60

Seq	Payable To	For	Amount
51	Verizon California	Telephone Charges: Leased Lines (\$651) & Minimum (\$33)	684.18
52	VWR International	Sterile Petri Dishes w/Pad (500) (\$217), Indicator (\$79), Tubing (\$41), Stir Bars (10), Pipette Tips (200) (\$106) & pH Adjuster for Ammonia Analysis (\$62) (Lab)	549.32
53	Womack Construction	Refund of Deposit-New Development Water Conservation Restriction	1,000.00
TOTAL DISBURSEMENTS			<u>\$719,548.84</u>

The foregoing payroll and accounts payable vouchers totaling \$719,548.84 are hereby approved and authorized for payment.



Auditor-Controller

9/26/11

Date



General Manager

9/27/2011

Date



DISTRICT BOARD

Megan Clark
Russ Greenfield
Larry Loder
Craig K. Murray
Judy E. Johnson

DISTRICT ADMINISTRATION

Mark R. Williams,
General Manager
Michael Cortez,
District Engineer
Janice Mandler,
Collection System/Safety Manager
Susan McGuire,
Administrative Services Manager
Mark Von Aspern,
Plant Manager

RECEIVED

SEP 21 2011

North Marin Water District

September 19, 2011

Chris DeGabriel
North Marin Water District
P.O. Box 146
Novato, CA 94948-0146

Dear Chris:

Las Gallinas Valley Sanitary District (LGVSD) is developing options to resolve a water quality problem caused by an overpopulation of resident Canada Geese in our Reclamation ponds in eastern San Rafael. I am writing to inform you of this issue and inviting your input and support.

Recently, goose populations have climbed to nearly 250 at these reclamation ponds, which were built by the LGVSD as a low-cost, environmentally intelligent way to store water for later treatment and later reuse. These goose numbers are especially alarming, considering an adult female may lay an average six eggs per clutch with a life expectancy of 10 to 25 years.

Problems Resulting From Our Canada Goose Overpopulation

Resident Canada Goose are considered an invasive, unwanted species for our region because of the multiple problems overpopulations cause, including:

- 1) Degraded water quality within our ponds caused by the one to two pounds of feces dropped by each goose daily (that is about 250 to 500 pounds of goose feces dropped each day at the ponds from the current population!).
- 2) Potential spread of avian disease to birds, and potentially, to humans.
- 3) Negative habitat quality, thereby reducing the ability of native birds/wildlife to exist at our site;
- 4) Reduced biological diversity caused by the decreased water quality and because the geese are utilizing resources that can no longer be obtained by competing native birds that are not as opportunistic/aggressive. It's a David vs. Goliath-like struggle, with the geese always winning.
- 5) The water in these ponds is stored for later processing through a high-quality process that turns it into recycled water for a variety of non-potable uses. The decreased water quality at

our ponds makes the water supply more difficult to use for water recycling and reuse in our perpetually water-challenged region.

These problems have been documented by our technical/biological staff. We have ongoing evidence that our site's habitat quality for native wildlife/birds is increasingly compromised and in danger of worsening over time if the geese population continues growing. Given that the numbers of resident geese at the ponds continue to climb, solutions are being developed by the District, and we are seeking public input.

What happens if nothing is done? The goose population will continue growing, and, in turn, other native bird species will suffer habitat loss, while the spread of avian diseases could spread to people and cause a die-off of wildlife. The aforementioned decreased water quality problem (#5, above) is also a major ongoing concern.

Solutions We're Evaluating

In response to the overpopulation of geese, LGVSD is exploring several options. All expressly avoid harming of adult geese at the site:

- 1) Habitat and trail modification, as well as increased public education so that visitors stop feeding geese or other waterfowl on District property.
- 2) Landscape Modification: Because geese dislike visual barriers between ponds and feeding areas, we are considering planting trees, thick bushes, or a dense hedge between some areas and water to make these areas less attractive to geese. Because geese prefer flat, open landscapes to see approaching predators, our strategy will be to leave a buffer area of tall vegetation so that geese are less likely to be attracted to our area and/or feed for long periods, or establish it as a "winter" or year-round foraging/nesting site.
- 3) Exclusion and Barriers: We are considering adding physical barriers, such as fences and boulders, to prevent geese from entering an area.
- 4) Addling Eggs. The Marin Audubon Society's board of directors recently passed an initiative in favor of limiting the addition of newborn geese at the ponds. We agree. One proposed method is to apply corn oil to eggs in the nest, thereby preventing them from developing and hatching. If conducted, the egg control would be conducted by avian biologists under a permit issued by the California Department of Fish & Game. No adult geese would be harmed or removed in this process.

Public Outreach and Education

We have already obtained the written support of the local Marin Audubon Society Board of Directors, and are preparing to provide media with information; directly contact key stakeholders; add information to our web site; and post information at the site for the thousands of visitors who hike and bird watch annually amidst the nearly ten miles of public trails. Our Board of Directors will be reviewing information at public board meetings as the program unfolds in the coming months.

After initial analysis of our wildlife management options is complete, the Board will approve an Integrated Goose Management Plan. Expected in 2012, this Plan will be available for public

review and comment. Our goal is for our Board to approve an Integrated Goose Management Plan before the spring, 2012 goose breeding season begins, so that we can maintain healthy and sustainable wildlife population at the reclamation ponds.

Please let me know if you have any questions or comments, and feel free to contact me any time at mwilliams@lgvdsd.org or 415-472-1734. If you are not familiar with our reclamation ponds (along with irrigated open space and largest solar array in Marin County) and would like a tour, please let me know. It is a beautiful and unique place.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Williams', with a long horizontal flourish extending to the right.

Mark R. Williams
General Manager

Many thanks to MCL's 2011 Business Members
for their ongoing support of the
Business-Environment Breakfast series

Angel Island Association <i>Tiburon</i>	McPhail Fuel Co. <i>Cotati</i>
ATCO Pest Control <i>Novato</i>	Moylan's <i>Novato</i>
Bank of Marin <i>Novato</i>	Nardell Chitsaz & Associates <i>San Rafael</i>
Bartlett Tree Experts <i>San Rafael</i>	North Landscaping / Creative Environments <i>Sebastopol</i>
Bellam Self Storage & Boxes <i>San Rafael</i>	Outdoor Art Club <i>Mill Valley</i>
Bunker & Company, CPA <i>San Rafael</i>	Perry's Art Supplies & Framing <i>San Anselmo</i>
California Native Plant Society/Marin <i>Sausalito</i>	Seagate Properties, Inc. <i>San Rafael</i>
Frank Howard Allen Realtors <i>Novato</i>	Serenity Knolls <i>Woodacre</i>
Gardeners' Guild <i>Richmond</i>	Carrie Sherriff Real Estate <i>Mill Valley</i>
Tom Harrison Maps <i>San Rafael</i>	Stanton Chase <i>San Francisco</i>
Linda J. Novy & Associates <i>Fairfax</i>	Sustainametrics <i>Fairfax</i>
The M&M Team <i>Larkspur</i>	Upper Crust Pies <i>San Rafael</i>
Marin Fence Company <i>San Rafael</i>	The Urban Farmer Store, Inc. <i>Mill Valley</i>
Marin Garden Club <i>Ross</i>	Weinress Associates <i>Sausalito</i>
Marin Sanitary Service <i>San Rafael</i>	Weir / Andrewson Associates, Inc. <i>San Rafael</i>
Markoff / Fullerton Architects <i>Mill Valley</i>	Wiegel Law Group <i>Mill Valley</i>



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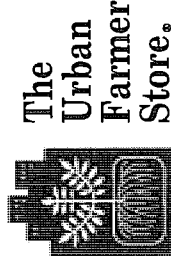
Thursday,
September 22, 2011
Embassy Suites
101 McInnis Parkway
San Rafael, California

Business-Environment Breakfast
"Green" is Now!—Linking
environment, community
and business in Marin

Speakers:

Marin County 3rd District Supervisor
KATHRIN SEARS
Marin City Community
Development Corporation Executive Director
MAKINI HASSAN
Venture Greenhouse and Dominican
University GreenMBA co-founder
JOHN STAYTON

Sponsored in part by:



We cordially invite businesses and organizations to become Business Members of the Marin Conservation League. For information, contact MCL at 415-485-6257 or mcl@marinconservationleague.org

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for their ongoing support of the
Business-Environment Breakfast series

- | | |
|---|--|
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<i>Tiburon</i> | McPhail Fuel Co.
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<i>Woodacre</i> |
| Gardeners' Guild
<i>Richmond</i> | Carrie Sherriff Real Estate
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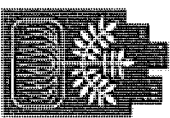
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University GreenMBA co-founder

JOHN STAYTON

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UkiahDailyJournal.com

State orders Millview to scale back Russian River diversion

Ukiah Daily Journal Staff

Updated: 09/21/2011 12:00:07 AM PDT

The state Water Resources Board on Monday issued a "cease and desist" order to the Millview Water District to stop diverting water from a "pre-1914" water right that exceeds the right's 15 acre-feet per year.

The order stems from a 2006 complaint filed by Ukiah contractor (and current president of the Russian River Flood Control District) Lee Howard to the State Water Resources Control Board. The complaint alleged that Millview was supplying water to the 350-home Creekbridge subdivision on Lake Mendocino Drive with water from that 1914 claim. In his complaint, Howard alleged that the right no longer existed because it had not been used continuously since 1914. Howard also claimed that there had been a change in the purpose of use, from irrigation to domestic supply, and a change in the point of diversion, from a point on the West Fork of the Russian River to a point 400 feet downstream on the East Fork of the Russian River.

The state's cease and desist order generally agrees with Howard and claims that Millview, which got the water rights from developers Tom Hill and Steve Gomes, is taking much more water from the Russian River than allowed under the water right that originated in 1914 with JA Waldteufel who used it for "domestic and culinary purposes and for irrigation." Hill and Gomes sold most of the Waldteufel land to Creekbridge Homes which constructed a subdivision now served with water by Millview Water District.

The state says Millview not only is using much more than the 15 acre feet per year Waldteufel was allowed (and which riparian right on the west fork of the Russian River was apparently passed along to subsequent owners), but also has moved the diversion away from the riparian location Waldteufel used on his 33.88 acres of land. Millview's diversion, says the state, actually takes water from both the west and east forks of the river. Taking water from the east fork means the water

includes diversions from the Eel River which flow into Lake Mendocino which is not Millview's to use.

According to the state, Millview has been using the water from that diversion at a rate of as much as 1,174 acre feet per year to supply its domestic water customers as well as possibly some Calpella area customers. Millview reported to the state that it used a total of 3.76 acre-feet in 2001, 19.14 acre-feet in 2002, 40.12 acre-feet in 2003, 58.86 acre-feet in 2004, 1,174.75 acre-feet in 2005, 55.167 acre-feet in 2006, 623.12 acre-feet in 2007, and 808.23 acre-feet in 2008.

The state contends that:

Millview has no right to more than the 15 acre feet a year Waldteufel had permission to use.

Millview must stop using any more than that and move its diversion pipe back to the west fork.

Millview is miscalculating the amount of water it can use with an assumption that the Waldteufel water right allows enough water to fully irrigate the 165 acres of the "Lot 103 parcel" from which Waldteufel's property was carved, not just the 33.88 acres which actually belonged to him.

Millview may not use the water beyond the acreage of Waldteufel's original property, whereas Millview has been dispersing the water through an 8- to 10-mile water service area.

There may be reason to believe that any water right beyond an irrigation season of April through



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September is null and void from non-use during the 1960s through the 1980s.

Millview and Hill and Gomes counterclaim that:

The state water board has no jurisdiction over pre-December, 1914 water rights.

That Millview has a right to 1,450 acre feet annually from that diversion.

The water board staff told Hill and Gomes verbally when they first considered buying the old Waldteufel property (by then the Woods family property) that the water rights were intact and usable.

The water board told Hill and Gomes that Howard's claims had been investigated and the case closed by the water board back in 2008. (A Superior Court judge later reopened the case by giving the state the option of moving forward legally, which it is now doing).

The State Water Resources Control Board will decide whether to confirm the order at its meeting Oct. 18. If confirmed, Millview could be liable for significant fines if it does not immediately scale back its use of that diversion.



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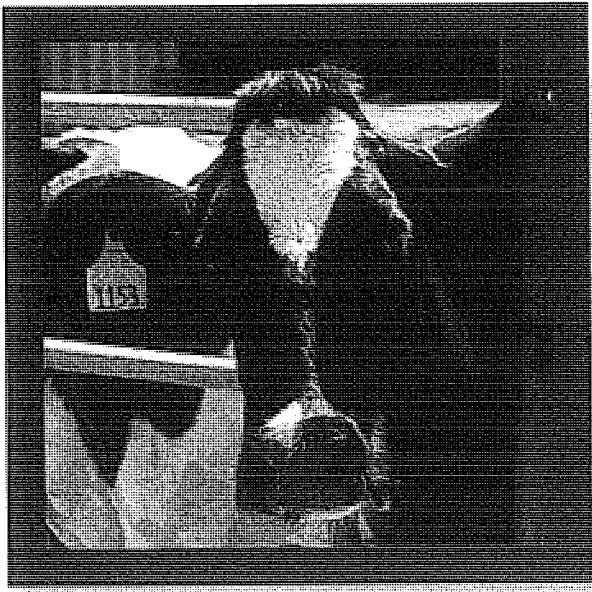
Family Tradition Runs Deep at Grossi's Dairy

It's always an udderly beautiful day on the farm.

By [Sue McQuinn](#) [Email the author](#) 11:00am [Print](#)

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Related Topics: [Agriculture](#), [Dairy](#), [Dominic Grossi](#), [Farming](#), [Grossi Dairy](#), [Marin County Farm Bureau Association](#), [Nancy Grossi](#), [Novato Farmers Market](#), [Stafford Lake](#), and [cows](#)

1 of 6

Did you visit any of the recommended sites? If so, where did your milk come from? What did you learn from Nancy's site? [Tell us in the comments.](#)

Interested in a follow-up to this article?

Keep me posted!

Cow patiently waiting to be milked. Credit [Sue McQuinn](#)

From a young age, Dominic Grossi took an interest in working on the family farm just west of Novato. If he pursued the dream, he'd be the fourth generation in the Grossi family to work that land.

No pressure or anything ...

Grossi attended Cal Poly-San Luis Obispo, receiving a degree in dairy science from its College of Agriculture, Food and Environmental Sciences, which is ranked the best in the nation for agriculture. The school's motto is "Learn by Doing."

You can tell Dominic embraces the school's motto and his own straight-to-the-point motto, "work hard." Today at 38, he is president of the [Marin County Farm Bureau](#), and there's no doubt he loves his job.

The Grossi herd consists of 240 Holstein cows, some with lineages Dominic Grossi has traced back 25 generations to their [Holland registration](#). Each cow produces approximately 100 pounds of milk each day. The cows are herded from all the pastures twice a day, and they wait patiently to be milked at 1:30 a.m. and 1:30 p.m. The entire milking process will take 3 1/2 hours, twice a day.

After they have emptied their udders, the cows saunter out of the barn one by one and graze. The milk is refrigerated and picked up daily by the cooperative [Dairy Farmers of America](#). The DFA markets the milk to several processors, including Sunnyside, Berkeley Farms and LePrino Cheese. Each processor packages the cooperative's milk with its own label, so there are many different labels of the same milk from the same Grossi cows.

Grossi likes to emphasize a point: All the milk you consume, regardless if it is organic or conventional, is local milk. Where does the majority of your milk come from? The short answer is cows, but the long answer is very complicated. Look for the number on each milk container. [Click here](#) and input your number to see where your milk is from.

Back in the office, Dominic uses computers to monitor how much milk each cow produces and times their birthing cycles to maximize milk production.

Grossi is unusual because the average age of a dairy farmer in Marin is 68. At one point in the U. S., every other citizen was connected to farming, but now that figure stands at one in 50.

Grossi's great grandfather emigrated to the U.S. from Switzerland and started working for a dairy in 1896. In 1940, he purchased the 460-acre dairy just off Novato Boulevard near [Stafford Lake County Park](#). Family members have proudly owned and operated it ever since.

After the Coastal Miwoks, Novato's settlers were farmers and ranchers, and yet their presence is diminishing at a rapid rate. In 1980, Marin had 80 dairies. Today it has 23 and is losing them at an average of 1.8 per year. At this rate, Marin could be dairy-less by 2023.

Unlike Dominic Grossi, many children of the original Marin dairy farmers are choosing not to follow the footsteps of their ancestors. Dairy farmers must be a jack of all trades, work 12 hours a day, every day. He does have some relief when he takes vacations; he hires relief milkers and his dad is always willing to pitch in.

Successful farmers are innovative, efficient and extremely hard working and have been able to provide efficient milk production even every cost associated with production has increased: price of corn (having the freight trains running will reduce this cost), diesel fuel, transportation and regulations dramatically changing the playing field. Some farmers are diversifying and looking for additional farming opportunities, turning milk into artisan cheeses and fields into grapevines. Dominic diversified by leasing land adjacent to the Grossi Farm from Jerry and Chloe Gause, who own Ryan Ranch, to raise cattle.

Farmers are also successful when they have strong family ties engaged in the business. Grossi has two women who have showcased the family farm, his mother, Annette, and his wife, Nancy.

In the 1970s, Annette Grossi enjoyed giving tours to approximately 4,000 second graders in the area. Nancy Grossi has taken a different approach, writing an award-winning blog, [Wife of a Dairyman](#), that is educational and entertaining. She discusses everything from hormones in milk to barn owls."

Who knew that dairy farmers are paid by the fat and proteins in the milk they produce and the prices set by the Chicago Mercantile Exchange and the Department of Food and Agriculture based on supply and demand? The dairy industry is a \$48 billion dollar industry and 91 percent of milk futures now traded electronically as of March 2009.

The payout of organic and conventional milk is different; organic milk is purchased through annual contracts based on demand for the organic product and the organic market is currently saturated. Think Clover-Stronetta and Strauss.

The nonorganic milk is based on the components of protein, butter fats and other solids, whey, and a complicated formula to figure it out developed by the Department of Food and Agriculture. There is one pot of money for all of the dairy farmers distributed based on the rich components: fat and protein. The price farmers are paid is regulated by the Department of Food and Agriculture, but the price you pay at the store is not regulated.

How can we help our local farmers? Drink milk. Remember, it is a super drink benefiting you hair, skin, nails, bones and muscle rebuilding. Visit the local farmer's market and purchase local products.

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Power to the People: Council Votes to Join Marin Energy

On a 3-2 council vote, Novato will join the Marin Energy Authority and residents will have to opt out next spring if they want to continue with PG&E service.

By [Brent Ainsworth](#) | [Email the author](#) | 6:00am | [Print](#) | [11 Comments](#)

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It's a choice. A grade-A, prime cut choice for Novato residents. Do you want to buy your power from [Pacific Gas and Electric Co.](#) or the Marin Energy Authority, aka [Marin Clean Energy](#)?

With the Novato City Council's narrow approval Tuesday, residents in the city limits will have that choice as of next spring.

The decision prompted hollers and applause at City Hall just a few minutes before midnight. Several dozen die-hards hung out late to await the verdict.

The decision came six months to the day after Marin Energy Authority's chairman and spiritual leader, Marin County Supervisor Charles McGlashan, [died of a heart attack](#) brought on by a rare disease.

"I believe in giving everyone a choice," Councilwoman Carole-Dillon Knutson said. "I thought we should be part of it from the beginning so we could draft the bylaws and guide the proposals, but we were not. ... I think Marin Energy is operating in the residents' best interest, and I think PG&E is operating in its stockholders' best interests. It's time we go forward with some competition."

Dillon-Knutson made the motion for the city to joint the joint powers authority that it opted not to join in 2008 based on a prevailing wait-and-see viewpoint of the council. In July of this year, the council [voted to study the issue](#) and revisit the decision.

Just days after Ross decided to join the Marin Energy Authority, Novato Councilwoman Denise Athas seconded Dillon-Knutson's motion and Mayor Madeline Kellner joined in, security a majority over Pat Eklund and Jeanne MacLeamy.

Novato voted to join during an amnesty period at no cost to the city.

Marin Energy Authority Executive Officer Dawn Weisz said residents should start receiving mailers about the impending choice in April 2012 and would be automatically switched over in July. Households will receive about several chances to opt out and stick with PG&E for free before that time; it'll be a \$5 charge if someone backs out after that.

Marin Energy Authority, which runs Marin Clean Energy, was set up to reduce greenhouse gas emissions and offer residents a choice to purchase power from renewable sources such as sunshine and wind. It started offering two grades of power in May 2010: "light green" (from 27 percent renewables) and "deep green" (100 percent). Bills are sent to ratepayers via PG&E.

Weisz said the Marin Energy Authority leads the state in renewable energy supply and has won awards from agencies such as the EPA, the state Legislature and the Marin Builders Association.

With Novato signing up, every municipality in Marin has now joined the authority except Corte Madera and Larkspur.

Weisz said 20 percent of residents in cities that joined the authority chose to stick with PG&E during the first phase of registration in spring 2010. About 5,000 more customers were brought online in August and the opt-out rate was just below 10 percent, she said.

There were 22 people who filled out cards to speak about the issue Tuesday, and 16 of them urged the council to vote in favor of joining the Marin Energy Authority. Among them were former council member Susan Stompe, Ross councilman Chris Martin and several members of [Sustainable Novato](#).

Marla Fields said she recently had to purchase a furnace at her home and was upset that she couldn't qualify for the \$500 rebate from Marin Energy because Novato had not joined the authority.

"We would have the opportunity to purchase 100 percent renewable energy. PG&E does not offer that choice," she said before the council. "I don't want you to deny me of having that choice."

Eklund and MacLeamy both said they support clean energy and providing choice before explaining why they voted no. Eklund said it was because of the confusing opt-out system rather than a preferred opt-in system. MacLeamy she disliked the way the state set up its community choice aggregation process where cities have to vote to give ratepayers a choice.

Kellner, who voted no on joining the authority in 2008, said she changed her mind because there are more assurances and paperwork supporting how the energy company is working. Athas said she was initially concerned about financial risks to joining a joint powers authority but heard so many good things and decided it was time to give residents the choice.

Are you pleased the Novato City Council voted to join the Marin Energy Authority?

- Yes
- No

Total votes: 58

[View Results](#)

This is not a scientific poll.

Related Topics: [Carole Dillon-Knutson](#), [Damon Connolly](#), [Dawn Weisz](#), [Electricity](#), [Energy](#), [Marin Clean Energy](#), [Marin Energy Authority](#), [Novato City Council](#), [Power](#), and [Utilities](#)

What do you think of the decision? [Tell us in the comments.](#)

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COMMENTS (11)



[Annan Paterson](#)

6:40am on Wednesday, September 28, 2011

Thank you for your coverage of this great news for Novato residents.

[Flag as inappropriate](#)

[Log in to reply](#)

[Lynne Wasley](#)

6:49am on Wednesday, September 28, 2011

Extremely pleased! I watched the council meeting till this joyful end - thank you Madeline, Denise and Carole - you did the right thing by us! I'm looking forward to signing up "deep green" -- I believe the additional expense (minimal for my family) will be more than worth it. I can think of few gifts I could give my children and grandchildren (OK, anything Star Wars would be much preferred by my grandson) than my household being able to lower our greenhouse gas use. Though a small contribution, this is how positive change often works. So kids, here's to you - and your cleaner, greener future! Thanks to those who stayed late and spoke on behalf of MCE/MEA - and again to Denise, Carole and Madeline for giving us this choice!!!

[Flag as inappropriate](#)

[Log in to reply](#)

[David L](#)

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[6:55am on Wednesday, September 28, 2011](#)

Thank you very much to the three council members who voted to give us not only the choice of power providers, but also access to the rebates and other help that MEA provides to people who want to install solar in their homes. I've been waiting for this eagerly. Soon Novato will be the leading solar generator among all Marin cities!

[Log in to reply](#)[Bob Ratto](#)

Flag as inappropriate

[7:03am on Wednesday, September 28, 2011](#)

David

"Soon Novato will be the leading solar generator among all Marin cities!"-what is this based on?..if it is just opinion that is fine, but please state why...

[Bob Ratto](#)

Flag as inappropriate

[7:01am on Wednesday, September 28, 2011](#)

Dawn Weisz looks so happy in the picture!..oh, wait, she is paid \$198k per year for managing 4 people, who basically just sign contracts with Shell (not exactly a green company) to purchase power. Want to go green?...change your light bulbs, clean your furnace filters, install solar panels...this is nothing more than a doubling of bureaucracy, but it is cloaked in green. They do not prepare your bills, they do not fix your power lines, they aren't there to re-light your pilot light.

[Log in to reply](#)[Lloyd](#)

Flag as inappropriate

[7:57am on Wednesday, September 28, 2011](#)

Well choice is always good although I am suspicious of having to opt out of something rather than making a decision to join. It is like those "free" for 30 day deals, on the 31st day you spend 2 hours on the phone trying to not be billed by opting out.

I also like renewable energy choices but I would like to see a simple chart that shows 1. How much renewable energy each \$100 gets you from either provider.

2. Where the non-renewable energy portion comes from. Bob mentioned Shell not a favorite choice for anything.

3. The costs differences between MEA & PG&E the above

4. How much it costs for that 100% renewable option

5. How much does PG&E remain responsible for the infrastructure and does MEA have the ability to handle if PG&E no longer is an option or chooses to raise their costs to MEA.

That way we can make an informed decision without all the rhetoric.

I will say it is nice to see the Council make decisions whether you agree or not it is better than being mired in the mud. Thank you to all of them for volunteering so much of their time to our town. It is sometimes a thankless job and I for one although not always in agreement am grateful for their service.

[Log in to reply](#)[Tea bags for Liberty, Maringop.org](#)

Flag as inappropriate

[8:27am on Wednesday, September 28, 2011](#)

I will opt out....I already get my natural gas from out of state.

Here is the link:

<http://tigernaturalgas.com/service-areas/>

I am not going to pay higher electrical rates for green energy.

I am sticking with PG&E for electrical power for now. Wish I could go out of state to get my electrical power.

The PG&E union employees are getting the shaft by the greens.

Liberals are nutz!

[Log in to reply](#)[Gail Wilhelm](#)

Flag as inappropriate

[8:41am on Wednesday, September 28, 2011](#)

I think MCE is a better solution than all the state mandated land use requirements for high density housing near transit stops. And more likely to have a real impact on green house gasses.

[Log in to reply](#)[Tea bags for Liberty, Maringop.org](#)

Flag as inappropriate

[9:04am on Wednesday, September 28, 2011](#)

Tiger is available for commercial on electricity.

DIRECT ACCESS PHASE 3 UPDATE!

The Open Enrollment Window (OEI) for Year 3 of the Direct Access (DA) Program has now closed. PG&E, SCE, and SDG&E are no longer accepting notices. The OEI for Year 4 will open in January 2012; we will continue to accept our customers' forms but will be unable to submit them to the utilities until that time. If you have any questions regarding the DA Program OEI Year 3, please contact our Marketing Department at (888) 875-6122, or email electricity@tigernaturalgas.com.

California Electricity Announcement

Tiger is excited to announce we are offering Electricity service in California! As you may know, the California Public Utility Commission (CPUC) is partially opening up the state's electric service to competition. The program is known as Direct Access ("DA") and will allow Non-Residential customers to have a choice of purchasing Electricity from an independent Electric Service Provider (Tiger) rather than from their Local Utility Company. The CPUC has set limits as to how many customers will be allowed to switch each year. Please Note: If you have any interest in switching to DA service, you have a very limited time period to notify your Utility Company of your interest.

[Log in to reply](#)

Barbara Madrid

[Flag as inappropriate](#)

9:17am on Wednesday, September 28, 2011

Marla, with regard to losing a \$500 rebate on your furnace: PG&E and all utilities have had appliance rebate programs since you were a child--you just didn't check list of qualifying models on the PG&E website--of course, now, it's too late for that...I'll be opting out- thanks.

[Log in to reply](#)

Marla

[Flag as inappropriate](#)

9:22am on Wednesday, September 28, 2011

Thank you to all the tremendous speakers who passionately spoke in favor of Marin Clean Energy and for the leadership of Mayor Kellner, and Council members Athas and Dillon-Knutson who also voted in support. The City of Novato now can reduce their carbon footprint as mandated by law without having to spend a dime just by allowing their residents and businesses a choice of greener energy. Marin Clean Energy also offers a tremendous net metering/solar program that is far superior to anything PG&E has, and hundreds of current MCE customers have already taken advantage of that and are receiving refunds for their solar generation. Imagine how our cash-strapped schools could produce energy all summer long with rooftop solar while school is closed and sell it at market rate to MCE, thereby allowing a tremendous source of revenue to be generated along with renewable energy. There are so many benefits of competition, but Bob, if you prefer to stick with PG&E's mix of largely nuclear and fossil fuel and under 20% renewable energy, that is your right. We just want the right to have an alternative choice, and now we do!

[Log in to reply](#)

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Salmon spawning runs under way on the Russian River

By **BOB NORBERG**
THE PRESS DEMOCRAT

Published: Wednesday, September 28, 2011 at 9:22 a.m.

The first chinook salmon of the year has passed through the Sonoma County Water Agency's fish ladder in the Russian River near Forestville, the beginning of what is expected to be a good salmon run.

The chinook, a threatened species, was photographed at 8:39 p.m Sunday and was estimated to be about two feet in length.

"From what we have heard, it should be a good return year, there have been good ocean conditions," said Dave Manning, the water agency's principal environmental specialist.

"Now is the time when we get an indication from other rivers around the region. We have heard on the Eel River they are seeing good numbers of fish and the same on the Klamath," Manning said. "We may be enjoying a pretty good return this year, but it is far too early to tell."

The water agency has two fish ladders at Mirabel Beach, where the agency has an inflatable dam that creates a pool of water to feed its water supply pumping system. The dam is up until the rains make the river too high, which is usually in mid-December.

The ladders have cameras to record the chinook, coho and steelhead that start heading upstream to spawn in the fall.

Last year, there were 2,414 chinook salmon captured on camera, but because early season rains caused the water to be cloudy, Manning thinks another 1,000 fish passed through the ladders but were not counted.

Manning said that is considered a good run of chinook.

The highest count in the 12 years the agency has been photographing the fish was in 2003, when 6,103 were recorded. The low was 2008, when 1,125 were seen.

The water agency has biologists that review the images from the cameras on a daily basis.

Chinook typically start showing up in the river about mid-September, with the majority of the run from mid-October to mid-November.

Fishing for salmon is not allowed in the Russian River, but this year there was a Pacific Ocean salmon season.

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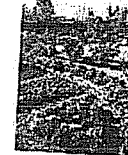


Sonoma County Water Agency photo
The first chinook salmon of the 2011 spawning runs passes cameras at the Wohler/Mirabel inflatable dam on the Russian River. The time stamp marks the start of the run Sunday.

"We cut our outdoor water use by 70% after replacing our turf with low water-use plants and installing a rainwater harvesting system."



Grace and Carl participated in the city of Santa Rosa's Rainwater Harvesting Rebate Program and Green Exchange Rebate Program. The rebate programs helped pay for the removal of turf, upgrade of water efficient irrigation hardware, and the installation of rainwater harvesting equipment.



For information on water efficiency programs that are offered by your local water provider visit www.sccwa.org/waterpartnership.org or call the Sonoma County Water Agency at 707.547.1933.



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Fish habitat project begins in Dry Creek watershed

By *CLARK MASON*
THE PRESS DEMOCRAT

Published: Thursday, September 29, 2011 at 11:47 a.m.

Construction will begin next week on a project designed to restore passage of endangered fish on a tributary of Dry Creek, northwest of Healdsburg.

Crane Creek has habitat for spawning and rearing coho salmon and steelhead, but access to the stream has been limited by a bedrock waterfall that makes it difficult for the fish to swim upstream.

By creating a series of weirs and pools, more than a mile of critical habitat will be opened up for the fish to spawn and spend the first years of their lives. Construction of the \$60,000 project is estimated to take two weeks.

The project is a partnership between the Sonoma County Water Agency and the Sotoyome Resource Conservation District, as well as local landowners.

It's "a great example of family farmers and local government coming together to help these endangered fish," stated North County Supervisor Mike McGuire, whose district encompasses the area.

He singled out landowners Doug Lipton, Cindy Daniel and Ronald and Pamela Wollmer for collaborating on the restoration effort.

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