



**NORTH MARIN WATER DISTRICT**  
**AGENDA - REGULAR MEETING**  
 February 6, 2024 – 4:00 p.m.  
 Location: 100 Wood Hollow Dr., Suite 300  
 Novato, California

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Item	Subject
	<b>CALL TO ORDER</b>
1.	<b>APPROVE MINUTES FROM REGULAR MEETING</b> , January 16, 2024
2.	<b>APPROVE MINUTES FROM SPECIAL MEETING</b> , January 23, 2024
3.	<b>GENERAL MANAGER'S REPORT</b>
4.	<b>OPEN TIME: (Please observe a three-minute time limit)</b>
	This section of the agenda is provided so that the public may express comments on any issues not listed on the agenda that are of interest to the public and within the jurisdiction of the North Marin Water District. When comments are made about matters not on the agenda, Board members can ask questions for clarification, respond to statements or questions from members of the public, refer a matter to staff, or direct staff to place a matter of business on a future agenda. The public may also express comments on agenda items at the time of Board consideration.
5.	<b>STAFF/DIRECTORS REPORTS</b>
	<b>CONSENT CALENDAR</b>
	The General Manager has reviewed the following items. To his knowledge, there is no opposition to the action. The items can be acted on in one consolidated motion as recommended or may be removed from the Consent Calendar and separately considered at the request of any person.
6.	<b>Consent - Approve:</b> NMWD Administration and Laboratory Upgrade Project – Architectural and Construction Management Services Contract Amendments
7.	<b>Consent - Approve:</b> On-Call Professional Services Agreements – Land Surveying
	<b>ACTION CALENDAR</b>
8.	<b>Approve:</b> Lynwood Pump Station Replacement Project - Request for Authorization to Conduct CEQA Public Review
9.	<b>Approve:</b> Bid Advertisement for NMWD HQ RW Extension from Redwood Blvd.
10.	<b>Approve:</b> Consultant Agreement with Kiosk for Interim Strategic Planning Support
	<b>INFORMATION ITEMS</b>
11.	Results of November 2023 Customer Survey
12.	FY 2023/24 Mid-Year Progress Report – Water Conservation & Public Communication
13.	NBWA Meeting – February 2, 2024

Item	Subject
14.	<b>MISCELLANEOUS</b> Disbursements – Dated January 18, 2024 Disbursements – Dated January 25, 2024 Disbursements – Dated February 1, 2024 NOAA Three-Month Outlook Precipitation Probability- January 18, 2024 NOAA Seasonal Drought Outlook – January 31, 2024 Water Affiliates Group – Center for Western Weather and Water Extremes <u>News Articles:</u> Marin IJ – Plan for 130 residences wins council’s approval – NOVATO Marin IJ – Water agency goal focuses on employees, customers - MARIN MUNICIPAL Marin IJ – City seeks bids for overhaul of bridge – NOVATO Marin IJ – Candidates have wide differences in politics, issues - DISTRICT 4 SUPERVISOR Marin IJ – Water District reservoirs all reach 100% capacity – MARIN MUNICIPAL CalMatters – California regulators want to spend billions to reduce a fraction of water usage
15.	<b>CLOSED SESSION:</b> Conference with Labor Negotiators (Government Code § 54957.6) Unrepresented employee: General Manager
16.	<b>RECONVENE:</b> Reconvene as the Board of Directors
17.	<b>ADJOURNMENT</b>



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**DRAFT**  
**NORTH MARIN WATER DISTRICT**  
**MINUTES OF REGULAR MEETING**  
**OF THE BOARD OF DIRECTORS**  
January 16, 2024

**CALL TO ORDER**

President Baker called the regular meeting of the Board of Directors of North Marin Water District to order at 4:0 p.m. at the District Headquarters and the agenda was accepted as presented. Present were Directors Jack Baker, Ken Eichstaedt, Rick Fraites, Michael Joly, and Stephen Petterle. Also present were General Manager Tony Williams, District Secretary Eileen Mulliner, Assistant General Manager/Chief Engineer Eric Miller, and Auditor-Controller Julie Blue.

District employees Chris Kehoe, Construction/Maintenance Superintendent, Robert Clark, Operations/Maintenance Superintendent, Jeff Corda, Sr. Water Distribution and Treatment Plant Operator, Karen Clyde, HR/Safety Manager, Ryan Grisso, Water Conservation Coordinator, Brad Stompe, Distribution and Treatment Plant Supervisor, and Stacie Goodpaster, Sr. Chemist, were also in attendance.

**MINUTES**

On the motion of Director Petterle, and seconded by Director Eichstaedt, the Board approved the minutes from the January 9, 2024 special meeting as presented by the following vote:

AYES: Director(s) Baker, Eichstaedt, Fraites, Joly and Petterle

NOES: None

ABSENT: None

ABSTAIN: None

**GENERAL MANAGER'S REPORT**

Tony Williams told the Board he and Eric Miller attended a kick-off meeting for the Stafford Dam Watershed Hydrology & Hydraulic study managed by the Marin County Flood District. He will come back to a later meeting in the late summer with a draft report.

Mr. Williams also told the Board that he served on an interview panel for the City of Novato's Deputy Public Works Director.

Director Joly asked if the recent rains had any affect on the aqueduct slide area. Mr. Williams said that they are keeping an eye on it and so far, so good. Chris Kehoe added that the new Caltrans retaining walls are doing fine.

**OPEN TIME**

President Baker asked if anyone in the audience wished to bring up an item not on the agenda.

1 Regina Rus, 715 Eucalyptus, explained to the Board that she is building an ADU on her  
2 property and is hoping to rent it to a low-income tenant. She said the NMWD Engineering  
3 Department told her she would have to have a separate meter installed which costs \$10,000 in  
4 addition to the regular ADU fees by NMWD. Ms. Rus said she would like the Board to consider  
5 removing the barriers to private homeowners so that they can build ADUs, she feels that Novato  
6 needs these units. She said that she thinks that even though she is building the unit with her own  
7 funds it qualifies as a low-income unit. Tony Williams said that Regulation 4 covers a low-income  
8 exemption as well as certain types of ADUs and that there are Government and Water codes that  
9 need to be followed. Mr. Williams said that we can bring this to Board as an agenda item in the  
10 future. Director Joly noted to Ms. Rus that the Board cannot discuss or vote on something brought  
11 to the Board during open time and Ms. Rus said that she understood this. Ms. Rus then left the  
12 meeting.

### 13 **STAFF/DIRECTORS REPORTS**

14 Director Petterle said that a friend of his had to sell their mother's home and that they found it  
15 very difficult to do change the name on the utility bills with the exception of NMWD. He said he was  
16 very pleased with NMWD and Director Petterle wanted to pass that along.

### 17 **ACTION ITEMS**

#### 18 **APPROVE: WATER CONSERVATION PROGRAM INCENTIVE UPDATES**

19 Ryan Grisso addressed the Board and noted that this item was a follow-up to the Regulation  
20 15 updates the Board approved in December in an effort to come back to the Board to revise rebate  
21 amounts post-drought. He mentioned that these two resolutions dating back to 2006, are the  
22 documents to set rebate amounts and are adjusted by the Board from "time to time" as authorized in  
23 Regulations 15 and 17. He said the proposed Resolutions would reduce the high efficiency toilet  
24 (HET) to \$100 from \$125, and lower high efficiency clothes washer rebated to \$75 from \$100,  
25 consistent with pre-drought levels, as well as several other incentive changes noted in the memo.  
26 He stated that the residential and commercial ultra-high efficiency toilet rebates and cash per grass  
27 rebates would remain as they are, with the exception that the maximum Cash for Grass rebate  
28 amount would be increased to \$1,000. He said that rainwater catchment rebate and grey water  
29 system rebates, newly added to the Resolutions, are proposed to be increased in value and we are  
30 proposing to add a rebate for removing pools consistent with the Cash for Grass rebate amount per  
31 square foot and maximum.

32 Director Petterle asked about weather-based irrigation controllers and if that rebate would be  
33 increased and Mr. Grisso said yes. It is proposed at \$30 per station up to \$1,500 to accommodate  
34 larger controllers typically installed at home owner associations. It was \$30 per station up to \$1,200  
35 previously. Director Joly asked how many pools have been removed and Mr. Grisso said he can

ask the City for a permit list since a permit is typically required to remove a pool. Director Joly asked how many incentive programs are we reducing and Mr. Grisso said it is only for toilet and washers. Director Joly also asked if it makes economic sense to cut the programs and Mr. Grisso said that it is a fine line to on whether or not it makes sense at this time, but staff recommendation at this time is to reduce the amount after previous increases during the drought due to saturation levels in these two programs and also to give flexibility to increase the rebate amounts in future droughts.

On the motion of Director Fraites, and seconded by Director Petterle, the Board approved both Resolutions 06-01 and 06-02 by the following vote:

AYES: Director(s) Baker, Eichstaedt, Fraites, and Petterle

NOES: Director Joly

ABSENT: None

ABSTAIN: None

Mr. Grisso left the meeting.

#### **APPROVE: BOARD OF DIRECTORS COMMITTEE APPOINTMENTS**

Tony Williams said that no alternates were necessary for two of the committees as noted on the attachment. Director Petterle noted that in the past that committee appointments were approved when the Board reorganization was done in early December. Mr. Williams said that the item had been twice deferred at the President's request.

On the motion of Director Petterle, and seconded by Director Joly, the Board approved by the following vote:

AYES: Director(s) Baker, Eichstaedt, Fraites, Joly and Petterle

NOES: None

ABSENT: None

ABSTAIN: None

#### **APPROVE: SALARY SCHEDULES AND SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH NMWD EMPLOYEE ASSOCIATION (2023-2028)**

Tony Williams gave the Board an overview of this agenda item. He said that by approval of the Successor MOU, the Board would be also approving the salary schedule and noted a change that will occur for the Distribution and Treatment Plant Supervisor position from represented to unrepresented beginning in February, 2024. Mr. Williams said that we are working on a new rate study and the new salaries will feed into it.

Jeff Corda addressed the Board and said that he has been with the District for 18 years and feels that the Employee Association has worked very well with management. He said that the salary package will keep up with the industry and help retain current employees. He said that he thinks we will still be trailing a little compared to other agencies, but feels that we will keep employees longer if they are paid well. He said the negotiations were a good learning experience and thanked

1 management. He also thanked the Board for their consideration. Director Joly said he was glad we  
2 reached an agreement and thanked both the EA team and management team that were in the  
3 negotiations. Mr. Corda also said that Julie Blue did a good job and got financials quickly to them  
4 when asked. Director Petterle said we are one team and understands that it is not a comfortable  
5 process and felt everyone was working for a common goal. He thanked everyone involved.

6 On the motion of Director Petterle, and seconded by Director Fraites, the Board approved by  
7 the following vote:

8 AYES: Director(s) Baker, Eichstaedt, Fraites, Joly and Petterle

9 NOES: None

10 ABSENT: None

11 ABSTAIN: None

12 **APPROVE: SET SALARY AND TERMS AND CONDITIONS OF EMPLOYMENT FOR**  
13 **UNREPRESENTED EMPLOYEES**

14 Tony Williams gave an overview of this agenda item. He said this was for the unrepresented  
15 group. He read a statement in accordance with government code 54953(c)(3) specific to three  
16 positions that may be considered "local agency executives" including the Executive Assistant/District  
17 Secretary, the Auditor-Controller, and the Assistant GM/Chief Engineer. He provided the details of  
18 monetary changes in salary and benefits as well as the overall cost to the District for the  
19 unrepresented positions as detailed in the staff memo. Julie Blue said the total package cost for the  
20 4-year, 9-month MOU period is approximately \$900,000.

21 On the motion of Director Petterle, and seconded by Director Fraites, the Board approved by  
22 the following vote:

23 AYES: Director(s) Baker, Eichstaedt, Fraites, Joly and Petterle

24 NOES: None

25 ABSENT: None

26 ABSTAIN: None

27 **INFORMATION ITEMS**

28 **ADMINISTRATION & LABORATORY UPGRADE PROJECT – CONSTRUCTION UPDATE**

29 Eric Miller gave a quarterly construction update and presentation to the Board on the  
30 Administration and Laboratory Upgrade project. Director Joly asked if we would be able to move  
31 into the new Admin building in July, 2024. Mr. Miller said it is possible but certain things will have to  
32 be met. We would only be able to get a temporary occupancy permit from the City of Novato for the  
33 main building, all ADA compliance would have to be complete. He said that all the building glass  
34 except the skylight has been installed. He also said that the PG&E service to the building has been  
35 an issue. PG&E had approved the original plan for installation but then, because they changed their

1 requirements, their construction inspector said the service had to be fully relocated. Director Joly  
2 said, for the record, that PG&E chose to emphasize public safety. Director Baker asked if we could  
3 have avoided the issue but Mr. Miller said the contractor brought PG&E into the project later. They  
4 didn't have them in from the beginning. Mr. Miller also said that the schedule is about 25% over the  
5 original schedule due to 31 weather days, 85 in change orders. They have billed approximately 82%  
6 of the contract, and the change orders have reduced the contingency amount by about 59%.  
7 Director Joly asked if we assume the contingency will be spent completely and Mr. Miller said  
8 generally, yes.

9 Jeff Corda left the meeting.

10 Director Petterle said staff is doing a good job with this project. He said he recognizes that  
11 the public bidding process is part of the issue with having to take the lowest bidder. Director Joly  
12 said he appreciates that the Board is being kept informed. Mr. Miller acknowledged Robert Clark  
13 and Pablo Ramudo and their involvement with the project and Director Joly thanked Mr. Clark as  
14 well. Director Joly asked how many decks are being installed and Mr. Miller said there are two  
15 decks and that both are being built of wood, including reclaimed redwood from two of our tanks that  
16 have been replaced, PRE Tank 4A and Old Ranch Road Tank No. 2. Tony Williams added that we  
17 did not use composite decking material because in the long run it is 'greener' to use reclaimed  
18 redwood given the plastic content of the composites.

19 **MEMBERSHIP WITH THE CENTER FOR WESTERN WEATHER & WATER EXTREMES (CW3E)**  
20 **WATER AFFILIATES GROUP**

21 Tony Williams said that in the Marin County Civil Grand Jury report, a concern was raised  
22 that despite meeting current dam safety standards we are not paying attention to climate change  
23 and atmospheric rivers and that we should be talking to academic groups. He said that he was able  
24 to get Marin Water and the County Public Works to join the Center for Western Weather and Water  
25 Extremes (CW3E) together as a group. He said that UC San Diego Scripps Institution of  
26 Oceanography, which CW3E is a part of, was willing to add the group as one membership. Director  
27 Eichstaedt said he appreciates that we reached out to other agencies. Mr. Williams also noted that  
28 he reached out to Supervisors Katie Rice and Eric Lucan to ask for the County's support.

29 **TAC MEETING MINUTES – DECEMBER 4, 2023**

30 Tony Williams noted a recurring item with the Water Advisory Committee and the TAC, the  
31 Russian River Water Forum, and that it will be running out of money soon and meetings may  
32 dwindle.

33 **MISCELLANEOUS**

34 The Board received the following miscellaneous items: Disbursements dated January 11,  
35 2023, Auditor-Controller's Monthly Report of Investments for November 2023, Increase in Board of

1 Director's Compensation, and Annual Report on Board Compensation.

2 The Board also received the NMWD Web and Social Media Report – December 2023.

3 **ADJOURNMENT**

4 President Baker adjourned the meeting at 5:20 p.m.

5 Submitted by

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8 Eileen Mulliner  
9 District Secretary  
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**DRAFT**  
**NORTH MARIN WATER DISTRICT**  
**MINUTES OF SPECIAL MEETING**  
**OF THE BOARD OF DIRECTORS**  
January 23, 2024

**CALL TO ORDER**

President Baker called the special meeting of the Board of Directors of North Marin Water District to order at 4:04 p.m. at the District Headquarters and the agenda was accepted as presented. Present at meeting's call to order were Directors Jack Baker, Rick Fraites, Michael Joly, and Stephen Petterle (remotely). Also present were General Manager Tony Williams and Executive Assistant/District Secretary Eileen Mulliner. Christopher Boucher of Boucher Law, PC was also in attendance.

**OPEN TIME**

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

Prior to recessing into closed session, Christopher Boucher explained that Director Petterle had just cause to attend remotely. On motion of Director Joly, seconded by Director Fraites, the Board approved Director Petterle to attend the meeting via Zoom due to contagious illness by the following vote:

AYES: Director(s) Baker, Fraites, and Joly

NOES: None

ABSENT: Director Eichstaedt

ABSTAIN: Director Petterle

**CLOSED SESSION**

President Baker recessed the Board into closed session at 4:06 p.m. to discuss the General Manager's performance evaluation in accordance with California Government Code Section § 54957. Eileen Mulliner left the room/closed session.

When it was time to discuss the next closed session agenda item, Tony Williams left the room/closed session at 4:11 p.m. Director Eichstaedt joined the meeting at 4:25 p.m.

The Directors considered the second closed session item with the Labor Negotiator, Christopher Boucher in accordance with California Government Code Section § 54957.

**OPEN SESSION**

President Baker reconvened the Board of Directors to open session at 5:40 p.m. Tony Williams and Eileen Mulliner returned to the meeting. President Baker stated that there was no reportable action taken in the closed session.

**ADJOURNMENT**

President Baker adjourned the meeting at 5:41 p.m.

Submitted by

Eileen Mulliner  
District Secretary

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**MEMORANDUM**

To: Board of Directors Date: February 6, 2024

From: Eric Miller, Assistant GM/Chief Engineer *EM*

Subject: NMWD Administration and Laboratory Upgrade Project – Architectural and Construction Management Services Contract Amendments

R:\Folders by Job No\6000 jobs\6501.44 NMWD Office\_Yard Bldg Renovation\BOD Memos\2024 0206 - NT CCM amendment\6501.44 Amend NT\_CCM Agrmts BOD Memo.docx

**RECOMMENDED ACTION:** Board authorize:

1. General Manager to amend the Agreement with Noll & Tam Architects
2. General Manager to amend the Agreement with Consolidated CM

**FINANCIAL IMPACT:** \$598,802 (included in FY23/24 CIP Budget)

The purpose of this memo is to request a fourth amendment to the Consulting Services Agreement with Noll & Tam Architects (N&T); as well as a fourth amendment to the Consulting Services Agreement with Consolidated CM (CCM) for construction-phase services for the District's Administration and Laboratory Upgrade project (J-1.6501.44). The Board approved the initial agreement with N&T at the November 17, 2020 Board meeting for the design phase of the project in the amount of \$1,245,000, and the initial agreement with CCM at the May 18, 2021 Board meeting in the amount of \$179,000 for project coordination and pre-construction support services.

The Board approved first amendments to the N&T and CCM agreements at the April 19, 2022 Board meeting in the amounts of \$47,738 and \$47,426, respectively, to support the project's bidding phase. The Board approved second amendments to the N&T and CCM agreements at the June 7, 2022 Board meeting in the amounts of \$380,977 and \$952,388, respectively, for support services through the initial planned duration of the construction phase. The Board approved the third amendment with CCM at the July 18, 2023 Board meeting in the amount of \$319,208 and approved the third amendment with N&T at the August 15, 2023 Board meeting in the amount of \$178,700. Due to delays in construction, third amendments were necessary to maintain support services beyond the initial planned duration of the construction phase, which was estimated at the time to be an additional six months of construction, through February 2024.

Staff is now proposing a fourth amendment to both agreements for continued support through the current estimated construction completion date of July 2024. N&T has provided a proposal for a not to exceed cost of \$171,750 for continued architectural and engineering services, including, but not limited to, field observations, attending meetings, reviewing shop drawings and technical submittals, responding to requests for information, assistance with change orders, support to furniture procurement and installation, and project closeout. CCM has provided a proposal for a not to exceed cost of \$427,052 which includes full-time construction management and inspections, including building permit-required special testing and inspections for various materials and components planned for use in the project. Summaries of the architectural and construction management agreements are provided in Tables 1 and 2 below:

**Table 1: Architectural Agreement with N&T**

Project Phase	Document	Board Approval	Amount
Design	Original Agreement	November 20, 2020	\$1,132,070
Permitting and Bidding	Amendment No. 1	April 19, 2022	\$47,738
Construction	Amendment No. 2	June 7, 2022	\$380,977
Construction Delay 1	Amendment No. 3	August 15, 2023	\$178,700
Construction Delay 2	Amendment No. 4	* February 6, 2024	\$171,750
<b>N&amp;T Agreement Total</b>			<b>\$1,911,235</b>

*\* pending Board approval*

**Table 2: Construction Management Agreement with CCM**

Project Phase	Document	Board Approval	Amount
Pre-Construction	Original Agreement	May 18, 2021	\$179,000
Permitting and Bidding	Amendment No. 1	April 19, 2022	\$47,426
Construction	Amendment No. 2	June 7, 2022	\$952,388
Construction Delay 1	Amendment No. 3	July 18, 2023	\$319,208
Construction Delay 2	Amendment No. 4	* February 6, 2024	\$427,052
<b>CCM Agreement Total</b>			<b>\$1,925,074</b>

*\* pending Board approval*

## RECOMMENDATION

Board authorize General Manager to amend the agreement with Noll & Tam Architects and the agreement with Consolidated CM for the Administration and Laboratory Upgrade Project in the amounts of \$171,750 and \$427,052, respectively.

## ATTACHMENTS

1. N&T Contract Amendment No. 4
2. CCM Contract Amendment No. 4

## NORTH MARIN WATER DISTRICT

## CONTRACT AMENDMENT

PROJECT: NMWD Admin &amp; Lab Upgrade

AMENDMENT NO.: 4

DATE: February 7, 2024

JOB NO.: 1 6501.44

TO CONSULTANT: (name and address)

ORIGINAL CONTRACT DATE: June 2021

Noll & Tam Architects  
 729 Heinz Ave  
 Berkeley, CA 94710

CONTRACT FOR:  
 Architectural and Eng Services for the Admin &  
 Lab Upgrade Project

The Contract is changed as follows:

Continued consulting services throughout construction phase

\$171,750

**Not Valid until signed by the District and Consultant**

The original Contract Sum was	\$1,132,070
Net change by previously authorized Amendments (1-3)	\$607,415
The Contract Sum prior to this Amendment was	\$1,739,485
The Contract Sum will be increased by this Amendment in the maximum amount of	\$171,750
The new Contract Sum including this Amendment will be	\$1,911,235
The Contract Time will be changed by	6 months
The date of Substantial Completion as of the date of this Amendment therefore is	December 31, 2024

Consultant Signature

District Signature

Print Name

Print Name

Date

Date

cc: Consultant  
 Job File



North Marin Water District

**ASR #4 – CONSTRUCTION SERVICE EXTENSION**

**January 26, 2024**

**Tony Williams**

North Marin Water District

999 Rush Creek Place

Novato, CA 94945

**Re: Additional Service Request – Extended Construction Service Phase**

Dear Tony,

Additional Service Request for scope not included in our base contract. Our understanding of the work and proposed fees are summarized below, and are subject to revision as mutually agreed upon.

Scope Items:

1. Estimated extension of 5 Months (March 2024 to July 2024) to completion of the project. Addition of 22 Owner Architect Contractor (OAC) meetings. Estimated 11 virtual meetings and 11 onsite meetings.
2. Architectural services for construction administration extension includes but is not exclusive of:
  - A. Site Observation: Consultant shall perform periodic site visits to become generally familiar with the progress and quality of the Work and to advise the District in general if the Work is proceeding in accordance with the Contract Documents. This includes special site visits by Consultant on a timely basis appropriate for approvals required of Consultant as specified in the Construction Documents. However, Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work.
  - B. Requests for Information: The Consultant shall respond to Contractor generated Requests For Information (RFIs) in a timely manner to avoid critical project delay.
  - C. Submittals and Shop Drawings: Consultant shall receive submittals, including shop drawings, product data and samples from the Contractor and shall review and take appropriate action, but only for conformance with the design concept of the Project and with the provisions and intent of the Contract Documents. Consultant's review and approval shall not relieve the Contractor of its obligation to comply with the Contract Documents. Consultant shall be entitled to additional services for the third and subsequent reviews of any submittal (typically back-charged to Contractor, at The District's option).
  - D. Substitutions: Consultant shall review substitution requests as an additional service (typically back-charged to Contractor, at The District's option).
  - E. Change Order Entitlement and Cost Estimate Review: The Consultant shall review the scope of work and costs in Contractor proposed change orders and provide written recommendations to The District. The District shall be responsible for negotiating the change with the Contractor and executing the change order. Extensive review and negotiation over specific change requests will be considered an additional service.
3. Structural engineering services for the increased duration of construction administration. This includes additional site visits and responses to continuing construction requests for information.
4. Electrical engineering services for the extended construction duration as well as numerous

- additional field visits and documentation of field changes.
5. Civil engineering services for the extended construction duration, including the Owner's request for changes to the rainwater leaders to the storm drain.
  6. Mechanical engineering services including the extended construction duration and added field visits to review corrections to the ductwork and assistance in pressure testing.
  7. Commissioning of the compressed air system. This was specifically requested by the owner during the design phase, but we missed the related fees in the previous contract.
  8. Per the Owner's request, we have included a contingency of \$25,000 to cover other construction administration needs not detailed above.

Deliverables:

See individual items above for proposed deliverables.

Exclusions:

Services or work products not noted above can be provided upon request as an additional service.

Compensation:

Our basic fee for this scope shall be time & materials fees as listed below, billed monthly. Services rendered beyond the agreed scope of work will be billed at our hourly rates.

ASR 4 Compensation:

CONSULTANT	PROPOSED COMPENSATION
Noll & Tam Architects	\$125,000
EStructure	\$2,000
O'Mahony & Myer Engineers	\$4,500
CSW   ST2	\$7,500
Gayner Engineers	\$6,500
Interface Engineers	\$1,250
Contingency (As Directed by Owner)	\$25,000
TOTAL PROPOSED TIME & MATERIAL FEES	
	\$171,750

Please contact me at your earliest convenience if you have questions or wish to discuss.

Sincerely,

Approved:

  
 \_\_\_\_\_  
 Scott Salge  
*Principal*  
*Noll & Tam Architects*

\_\_\_\_\_  
 Tony Williams  
*North Marin Water District*  
*General Manager*

date

## NORTH MARIN WATER DISTRICT

## CONTRACT AMENDMENT

PROJECT: NMWD Admin &amp; Lab Upgrade

AMENDMENT NO.: 4

DATE: February 7, 2024

TO CONSULTANT: (name and address)

JOB NO.: 1 6501.44

Attention: Matt Scoble  
 Consolidated CM  
 180 Grand Ave., Suite 1520  
 Oakland, CA 94612

ORIGINAL CONTRACT DATE: June 2021

CONTRACT FOR:  
 Construction Management services for the  
 NMWD Admin & Lab Upgrade project

The Contract is changed as follows:

For construction management services during the construction phase

\$427,052

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**Not Valid until signed by the District and Consultant**


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The original Contract Sum was	\$179,000
Net change by previously authorized Amendments (1-3)	\$1,319,022
The Contract Sum prior to this Amendment was	\$1,498,022
The Contract Sum will be increased by this Amendment in the maximum amount of	\$427,052
The new Contract Sum including this Amendment will be	\$1,925,074
The Contract Time will be changed by	6 months
The date of Substantial Completion as of the date of this Amendment therefore is	December 31, 2024

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Consultant Signature \_\_\_\_\_

District Signature \_\_\_\_\_

\_\_\_\_\_  
Print Name\_\_\_\_\_  
Print Name

Date \_\_\_\_\_

Date \_\_\_\_\_

cc: Consultant  
 Job File



## North Marin Water District

### North Marin Water District Administration Building Renovation CM and Inspection Services-Amendment No. 4

	2024								TOTAL HOURS	RATE	AMOUNT							
	Construction Phase																	
Position	Jan	Feb	Mar	Apr	May	June	July	Aug										
Principal	2	2	2	2	2	2	2	4	18	\$203.00	\$3,654							
Construction Manager	160	160	160	160	160	160	160	80	1,200	\$195.00	\$234,000							
Scheduler	8	8	8	8	8	8	8	0	56	\$189.00	\$10,584							
Inspector	160	160	160	160	160	160	160	0	1,120	\$162.00	\$181,440							
Document Control	80	80	80	80	80	80	80	40	600	\$97.00	\$58,200							
<b>NOTES:</b>  1. The original completion date for the project was 9/8/23. It is currently estimated in July, 2024, with site re-visits for a few months following substantial completion, as late arriving equipment reaches the site and is installed, tested and commissioned. 2. Hourly billing rates will be held for the project duration. 3. The inspector, under California DIR rules, is a prevailing wage employee. He consequently must be paid for overtime (OT) and double time (DT). Should this be necessary, the OT rate is 1.29 base hour rate and DT rate is 1.49 time base rate. This has not been included in the budget. 4. A limited amount of special inspection and testing is included, as described in our original proposal. 5. Other Direct Costs (ODCs) are for office suppliers, computer equipment, copier, travel, etc. All costs will be supported with sale receipts and billed at cost plus 10%.									2,994		\$487,878							
									Remaing Budget 12/26/23									\$130,826
									ODC's									\$5,000
									Contingency									\$50,000
									Special Inspection & Testing									\$15,000
									Total Budget Amendment Request									\$427,052

#### NOTES:

1. The original completion date for the project was 9/8/23. It is currently estimated in July, 2024, with site re-visits for a few months following substantial completion, as late arriving equipment reaches the site and is installed, tested and commissioned.
2. Hourly billing rates will be held for the project duration.
3. The inspector, under California DIR rules, is a prevailing wage employee. He consequently must be paid for overtime (OT) and double time (DT). Should this be necessary, the OT rate is 1.29 base hour rate and DT rate is 1.49 time base rate. This has not been included in the budget.
4. A limited amount of special inspection and testing is included, as described in our original proposal.
5. Other Direct Costs (ODCs) are for office suppliers, computer equipment, copier, travel, etc. All costs will be supported with sale receipts and billed at cost plus 10%.

**7**

**MEMORANDUM**

To: Board of Directors

February 6, 2024

From: Eric Miller, Assistant General Manager/Chief Engineer *EM*

Subject: On-Call Professional Services Agreements - Land Surveying

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**RECOMMENDED ACTION:** Board authorize:

1. General Manager to execute an agreement with CSW/Stuber-Stroeh Engineering Group, Inc.
2. General Manager to execute an agreement with Cinquini & Passarino, Inc.

**FINANCIAL IMPACT:** \$60,000 each for a total amount of \$120,000 (included in FY23/24 CIP Budget)

Background

The District has historically relied on consultant services via qualified engineering and other professional services firms to assist with the planning, engineering support and design of Capital Improvement Projects (CIP) or special studies to supplement in-house staff. In December 2023, staff prepared and issued a Request for Proposals (RFP) for on-call professional land surveying support services.

The RFP included a comprehensive scope of potential services including: 1) field topographic surveying; 2) preparation of topographic (existing conditions) plans in AutoCAD or Civil3D; 3) easement preparation and recording; 4) boundary mapping; 5) hydrographic surveys (Stafford Lake & creek crossings); 6) benchmark establishment; 7) vertical datum conversion of elevation records; 8) assistance with surplus lands (via California Department of Housing & Community Development), and 9) document review related to proposed development on behalf of the District. The RFP identified minimum qualifications including firm experience, key staff experience, and knowledge with land surveying services for private land development projects and capital improvement projects.

The RFP was distributed to seven local surveying firms on December 6, 2023 with a deadline to respond by January 5, 2024. Four firms returned responsive qualifications packages prior to the due date and are summarized below:

<b>FIRM NAME</b>	<b>LOCATION</b>
BFK Engineers	Santa Rosa, CA
Cinquini & Passarino	Santa Rosa, CA
CSW/Stuber-Stroeh Engineering Group	Novato, CA
White & Prescott	Novato, CA

### Selection Process

Staff reviewed the submittals and determined that all four firms have the qualifications and experience to perform a variety of land surveying services. In order to differentiate between the highly qualified firms, staff focused on the firm's approach, quality control process, office proximity, and key personnel as the determining factors for selection.

As a result of this review, staff recommends entering into new agreements with CSW/Stuber-Stroeh and Cinquini & Passarino for on-call professional land surveying support services. The proposed agreements will be administered on a task-by-task basis for a total not to exceed amount of \$60,000 with each firm through June 2027. Actual work performed under these agreements will be approved based on negotiated task orders to the appropriate consultant on the basis of project requirements, firm's expertise, and availability of resources. Draft agreements and fee schedules of each firm are included as attachments.

Additionally, staff intends to maintain use of an existing agreement with White & Prescott for on-call land surveying services. The remaining balance of their agreement is adequate to support the District's upcoming workplan and therefore staff is not recommending to execute a new agreement with White & Prescott at this time.

As stated above, the District has historically relied on outside consultants to supplement in-house resources and currently the Engineering Department has multiple active general services agreements in place for a range of services. The proposed agreements will eventually replace some of these existing agreements as they approach the end of their performance period and expire.

### RECOMMENDATION

Board authorize General Manager to execute consulting services agreements with CSW/Stuber-Stroeh Engineering Group and Cinquini & Passarino with a not to exceed limit of \$60,000 each through June 30, 2027.

### ATTACHMENTS:

1. CSW/Stuber-Stroeh Engineering Group Agreement
2. Cinquini & Passarino Agreement

## **AGREEMENT FOR CONSULTING SERVICES**

The following is an agreement between **North Marin Water District**, hereinafter "**NMWD**", and, **CSW/Stuber-Stroeh Engineering Group, Inc.** hereinafter, "**Consultant**".

**WHEREAS**, Consultant is a duly qualified consulting firm, experienced in professional land surveying.

**WHEREAS**, in the judgment of the Board of Directors of the NMWD, it is necessary and desirable to employ the services of the Consultant to provide on-call professional land surveying consulting services.

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

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

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

- a. The scope of work covered by this agreement shall be that provided in Attachment A of this agreement
- b. The fee for the work shall be on a time and expense (T&E) basis utilizing the fee schedule included in Attachment B of this agreement and shall not exceed \$60,000 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 design professional services provided 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 to the extent that 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, to the extent 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 services other than design professional services provided under this agreement, Consultant shall indemnify, hold harmless, release and defend NMWD, its agents and employees from and against any and all actions, claims, damages, disabilities or expenses, including attorney's fees and witness costs that may be asserted by any person or entity, including the Consultant, arising out of or in connection with the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of NMWD.

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

**4. PROSECUTION OF WORK:** The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be completed by June 30, 2027, 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: Eric Miller

CSW/Stuber-Stroeh Engineering Group, Inc.  
504 Redwood Blvd. #310  
Novato, CA 94947  
Attention: Josh Woelbing

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 calculations, plans (AutoCad, current edition) and specifications (MS Word, current edition).

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

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

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

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

**14. INSURANCE REQUIREMENTS FOR CONSULTANTS**

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

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

**Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

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

**Verification of Coverage**

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

## **Subcontractors**

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

## **Self-Insured Retentions**

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

## **Other Insurance Provisions**

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

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

## **Acceptability of Insurers**

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

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

At the sole election of the District, any dispute or claim in law or equity between District and Consultant arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law

for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

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

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

**18. PREVAILING WAGE REQUIREMENTS:** Prevailing Wage Rates apply to all Consultant personnel performing work under the Agreement for which wage determinations have been made by the Director of Industrial Relations pursuant to California Labor Code Sections 1770– 1782, Consultant shall comply with all applicable prevailing wage labor code requirements.

**NORTH MARIN WATER DISTRICT  
"NMWD"**

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

\_\_\_\_\_  
Anthony Williams, General Manager

**CSW/STUBER-STROEH ENGINEERING GROUP  
"CONSULTANT"**

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

\_\_\_\_\_  
Josh Woelbing, Senior Project Manager

North Marin Water District  
On-Call Land Surveying Consultant Agreement  
FY 23/24

## Scope of Services

The following is a representative list but is not intended to be comprehensive of all land surveying support services that may be requested under this on-call agreement:

- **Topographic Surveys:** provide topographic survey as required by the District using the requested horizontal and vertical coordinate system, including a specific level of detail of certain surface features, often including locations of underground utilities, and mapping ground topography with contours typically produced at 0.5 feet to 2 feet intervals.
- **Easement Support:** prepare metes and bounds description documents for new and/or existing easements as required by the District which may include support in notarizing and recording the documents with either the County of Marin or the County of Sonoma.
- **Boundary Surveys, Records of Survey, and Right-of-Way Surveys:** provide various surveying services related to boundary surveys, records of survey, and right-of-way surveys as required by the District which may include determining accurate right-of-way for property acquisition or design purposes, retracement of record boundary lines, boundary resolution, and/or coordination with a title company.
- **Bathymetry and Hydrographic Surveys:** perform hydrographic surveys in rivers, streams and/or lakes as required by the District. Collaborate with the District during the scoping phase to determine the most appropriate and effective method and to what level of detail to execute the hydrographic survey.
- **Survey Map and Document Review:** Review documents for compliance with District standards, local ordinances, the Professional Land Surveyors Act, and the Subdivision Map Act (when applicable). Review documents and respond in a timely manner with appropriate quality assurance and quality control procedures in place.
- **Other Professional Land Surveying Support Services As-Needed**

### BILLING RATE SCHEDULE

Effective January 1, 2024 – December 31, 2024

#### ENGINEERING SERVICES HOURLY RATES

Senior Engineer	\$ 201.00
Engineer I, II, III	\$ 144.00, \$ 175.00, \$ 194.00
Engineer Technician	\$ 131.00
Engineer Assistant	\$ 101.00

#### SURVEYING SERVICES HOURLY RATES

Senior Surveyor	\$ 201.00
Surveyor I, II, III	\$ 144.00, \$ 175.00, \$ 194.00
Survey Technician	\$ 131.00
Survey Assistant	\$ 101.00
Two Person Survey Party	\$ 340.00
Survey Party Chief	\$ 220.00
Survey Chainman	\$ 120.00
Survey Apprentice	\$ 112.00
Aerial Drone Surveyor	\$ 217.00

#### OTHER PROFESSIONAL SERVICES HOURLY RATES

Principal	\$ 269.00
Associate Principal	\$ 245.00
Senior Project Manager	\$ 240.00
Project Manager	\$ 226.00
Sr. Landscape Architect	\$ 172.00
Landscape Architect	\$ 156.00
Construction Manager	\$ 235.00
Resident Engineer	\$ 226.00
Field Engineer	\$ 194.00
Technical Writer	\$ 138.00
Graphic Illustrator	\$ 131.00
Project Assistant	\$ 101.00

- All expenses for transportation (mileage, bridge fare, etc.) will be charged at the Internal Revenue Service rate plus 10%.
- Filing fees, checking fees, prints, and other outside costs (such as agency submittal/permit fees etc.) will be charged at cost, plus service charges at the rate of 10%.
- Billing will be monthly net 30 days.

## **AGREEMENT FOR CONSULTING SERVICES**

The following is an agreement between **North Marin Water District**, hereinafter "**NMWD**", and **Cinquini & Passarino**, hereinafter, "**Consultant**".

**WHEREAS**, Consultant is a duly qualified consulting firm, experienced in professional land surveying.

**WHEREAS**, in the judgment of the Board of Directors of the NMWD, it is necessary and desirable to employ the services of the Consultant to provide on-call professional land surveying consulting services.

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

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

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

- a. The scope of work covered by this agreement shall be that provided in Attachment A of this agreement
- b. The fee for the work shall be on a time and expense (T&E) basis utilizing the fee schedule included in Attachment B of this agreement and shall not exceed \$60,000 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 design professional services provided 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 to the extent that 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, to the extent 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 services other than design professional services provided under this agreement, Consultant shall indemnify, hold harmless, release and defend NMWD, its agents and employees from and against any and all actions, claims, damages, disabilities or expenses, including attorney's fees and witness costs that may be asserted by any person or entity, including the Consultant, arising out of or in connection with the activities necessary to perform those services and complete the tasks provided for herein, but excluding liabilities due to the sole negligence or willful misconduct of NMWD.

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

**4. PROSECUTION OF WORK:** The execution of this agreement shall constitute the Consultant's authority to proceed immediately with the performance of this contract. Performance of the services hereunder shall be completed by June 30, 2027, 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: Eric Miller

Cinquini & Passarino  
1360 Dutton Ave, Ste 150  
Santa Rosa, CA 95401  
Attention: Anthony Cinquini

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 calculations, plans (AutoCad, current edition) and specifications (MS Word, current edition).

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

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

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

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

**14. INSURANCE REQUIREMENTS FOR CONSULTANTS**

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

**Minimum Scope of Insurance**

Coverage shall be at least as broad as:

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

**Minimum Limits of Insurance**

Consultant shall maintain limits no less than:

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

**Verification of Coverage**

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

## **Subcontractors**

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

## **Self-Insured Retentions**

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

## **Other Insurance Provisions**

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

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

## **Acceptability of Insurers**

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

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

At the sole election of the District, any dispute or claim in law or equity between District and Consultant arising out of this agreement which is not settled through mediation shall be decided by neutral binding arbitration and not by court action, except as provided by California law

for judicial review of arbitration proceedings. The arbitration shall be conducted in accordance with the rules of Judicial Arbitration Mediation Services, Inc. (JAMS). The parties to an arbitration may agree in writing to use different rules and/or arbitrators.

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

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

**18. PREVAILING WAGE REQUIREMENTS:** Prevailing Wage Rates apply to all Consultant personnel performing work under the Agreement for which wage determinations have been made by the Director of Industrial Relations pursuant to California Labor Code Sections 1770– 1782, Consultant shall comply with all applicable prevailing wage labor code requirements.

**NORTH MARIN WATER DISTRICT  
"NMWD"**

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

\_\_\_\_\_  
Anthony Williams, General Manager

**CINQUINI & PASSARINO  
"CONSULTANT"**

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

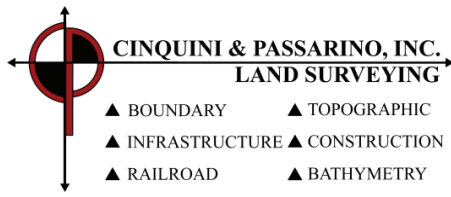
\_\_\_\_\_  
Anthony Cinquini, Principal

North Marin Water District  
On-Call Land Surveying Consultant Agreement  
FY 23/24

## Scope of Services

The following is a representative list but is not intended to be comprehensive of all land surveying support services that may be requested under this on-call agreement:

- **Topographic Surveys:** provide topographic survey as required by the District using the requested horizontal and vertical coordinate system, including a specific level of detail of certain surface features, often including locations of underground utilities, and mapping ground topography with contours typically produced at 0.5 feet to 2 feet intervals.
- **Easement Support:** prepare metes and bounds description documents for new and/or existing easements as required by the District which may include support in notarizing and recording the documents with either the County of Marin or the County of Sonoma.
- **Boundary Surveys, Records of Survey, and Right-of-Way Surveys:** provide various surveying services related to boundary surveys, records of survey, and right-of-way surveys as required by the District which may include determining accurate right-of-way for property acquisition or design purposes, retracement of record boundary lines, boundary resolution, and/or coordination with a title company.
- **Bathymetry and Hydrographic Surveys:** perform hydrographic surveys in rivers, streams and/or lakes as required by the District. Collaborate with the District during the scoping phase to determine the most appropriate and effective method and to what level of detail to execute the hydrographic survey.
- **Survey Map and Document Review:** Review documents for compliance with District standards, local ordinances, the Professional Land Surveyors Act, and the Subdivision Map Act (when applicable). Review documents and respond in a timely manner with appropriate quality assurance and quality control procedures in place.
- **Other Professional Land Surveying Support Services As-Needed**



PROPOSAL FOR  
NORTH MARIN WATER DISTRICT  
ON-CALL LAND SURVEYOR SERVICES

**SECTION 8 – STANDARD RATE SCHEDULE**

**OFFICE AND PROFESSIONAL**

Professional Land Surveyor (4 HOUR MINIMUM) TRIALS, TESTIMONY & DEPOSITIONS	\$506.00 per hour
Professional Land Surveyor CONSULTATION, LEGAL RESEARCH & COURT EXHIBITS	\$296.00 per hour
Principal Professional Land Surveyor	\$270.00 to \$285 per hour
Senior Professional Land Surveyor	\$220.00 to \$240 per hour
Professional Land Surveyor	\$190.00 to \$230.00 per hour
Staff Surveyor	\$151.00 to \$200.00 per hour
Survey Technician	\$135.00 to \$186.00 per hour
Chief Hydrographer Surveyor	\$238.00 to \$250.00 per hour
Assistant Hydrographer	\$160.00 to \$217.00 per hour
GIS Specialist	\$151.00 to \$160 per hour
Remote Pilot INCLUDES MISSION PLANNING, MILEAGE & MATERIAL	\$218.00 to \$285.00 per hour
Administrative Assistance WORD PROCESSING, CLERICAL AND DELIVERIES	\$112.00 to \$175.00 per hour

**FIELD CREWS**

THE FOLLOWING INCLUDES VEHICLES, EQUIPMENT, MILEAGE & MATERIAL

1 Person Field Party	\$217.00 to \$227.00 per hour
1 Person GPS Party	\$240.00 to \$250 per hour
2 Person Field Party FIELD CREW CONSISTS OF PARTY CHIEF & CHAINMAN	\$334.00 to \$350 per hour
3 Person Field Party FIELD CREWS CONSIST OF PARTY CHIEF, 2 CHAINMEN OR CHAINMAN & FLAGPERSON.	\$451.00 to \$470 per hour

**SUPPLEMENTAL ITEMS**

Outside Contract Work	Cost plus 15%
Overtime Work	1.2 x base rate
Over 8 Hours on Saturday, all day on Sundays or Holiday	1.4 x base crew rate
Night Work ( <i>shifts starting after 4 PM or before 5 AM</i> )	10% additional over base rates
Travel Time for 2-Person Crew ( <i>beyond 1 hour of travel outside an 8 hour workday</i> )	\$146.00 per hour
GEDO Scan Equipment	\$1,000.00 per day
UAS Equipment	\$750.00 per day
Multibeam Survey Vessel Equipment	\$1,500 per day
Singlebeam Survey Vessel Equipment	\$1,000 per day

Fee schedule is valid through December 31, 2024, and subject to a change thereafter.

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## MEMORANDUM

To: Board of Directors Date: February 6, 2024  
 From: Eric Miller, Assistant General Manager/Chief Engineer *EM*  
 Tim Fuelle, Senior Engineer *TF*  
 Subject: Lynwood Pump Station Replacement Project –  
 Presentation of CEQA Initial Study/Findings

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**RECOMMENDED ACTION:** That the Board:

- 1) Receive a Presentation related to the California Environmental Quality Act (CEQA) Initial Study/Findings for the Lynwood Pump Station Replacement.
- 2) Authorize staff to: Initiate the CEQA 30-Day Public Review Period for the project; schedule a public information meeting; and schedule a public hearing at the April 16, 2024 Board meeting at which time the Board will consider adoption of the Mitigated Negative Declaration.

**FINANCIAL IMPACT:** Not at this time (\$198,000 for the CEQA Study authorized on August 15, 2023)

### Background

The Board approved an agreement with Freyer and Laureta, Inc. (F&L) in September 2022 to evaluate the replacement of the Lynwood Pump Station (LPS) and approved an amendment to the agreement in August 2023 to perform environmental services, including engineering support services for compliance with CEQA. Staff, with the assistance of F&L, will recapitulate the August 2023 engineering assessment study findings followed by CEQA findings, Cultural Outreach, Timeline and Next Steps via a presentation to the Board (Attachment 1).

### CEQA Review

Staff and its consultant, F&L, have prepared a Draft Mitigated Negative Declaration and Initial Study for the LPS replacement project. Upon receipt of any comments from the Board, staff is prepared to move forward with the 30-day public review period required by CEQA. The 30-day period is slated to begin no later than February 16, 2024. The review period initiates with circulation of a Notice of Availability and Intent (Attachment 2) via advertisement in the local paper (Marin Independent Journal) and posting at the County Clerk's office. Staff will schedule a public information meeting during this 30-day period to provide the public the opportunity to learn about the project and to share some initial concepts including architectural treatments for buildings and ornamental landscaping to enhance integration of the pump station into the site.

### RECOMMENDATION

The Board authorize staff to initiate the CEQA 30-day Public Review Period for the project, schedule a public information meeting, and schedule a public hearing for the April 16, 2024 Board meeting at which time the Board will consider adoption of the Mitigated Negative Declaration.

### ATTACHMENTS

1. Presentation slides dated February 6, 2024
2. Draft Notice of Availability and Intent to Adopt an Initial Study/Mitigated Negative Declaration.



**NORTH MARIN  
WATER DISTRICT**

# Lynwood Pump Station Replacement

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North Marin Water District

February 6, 2024

Board of Directors Meeting



ATTACHMENT 1



# Presentation Outline

## Aug 2023 Board Presentation Summary (7 slides)

- Project Team
- Existing Pump Station Site Constraints
- Project Objectives
- Background Hydraulics
- Alternatives Overview
  - Alternatives Description
  - Alternative Comparison Matrix
- Pump Station Layout Overview
- CEQA Findings
- Cultural Outreach
- Timeline and Next steps
- Q&A

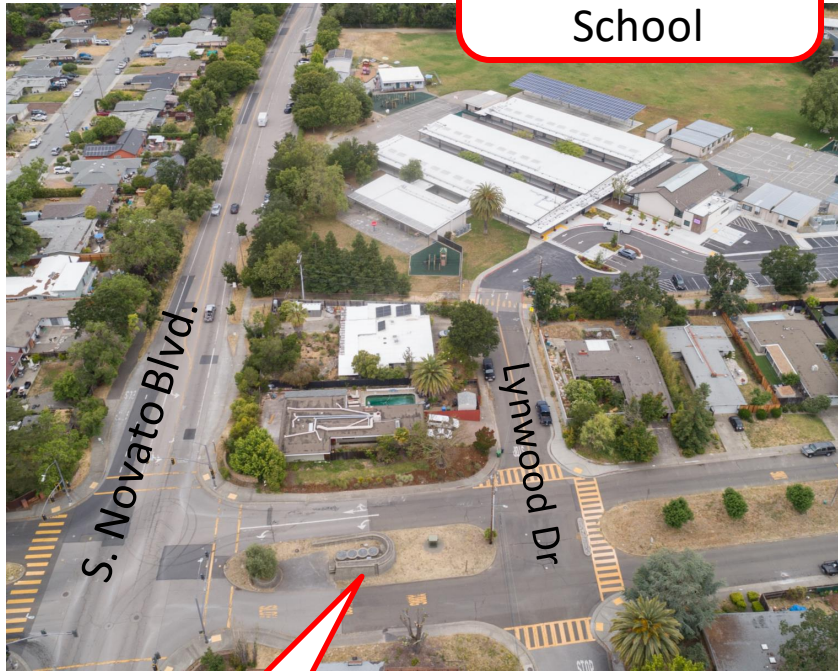
# Project Team



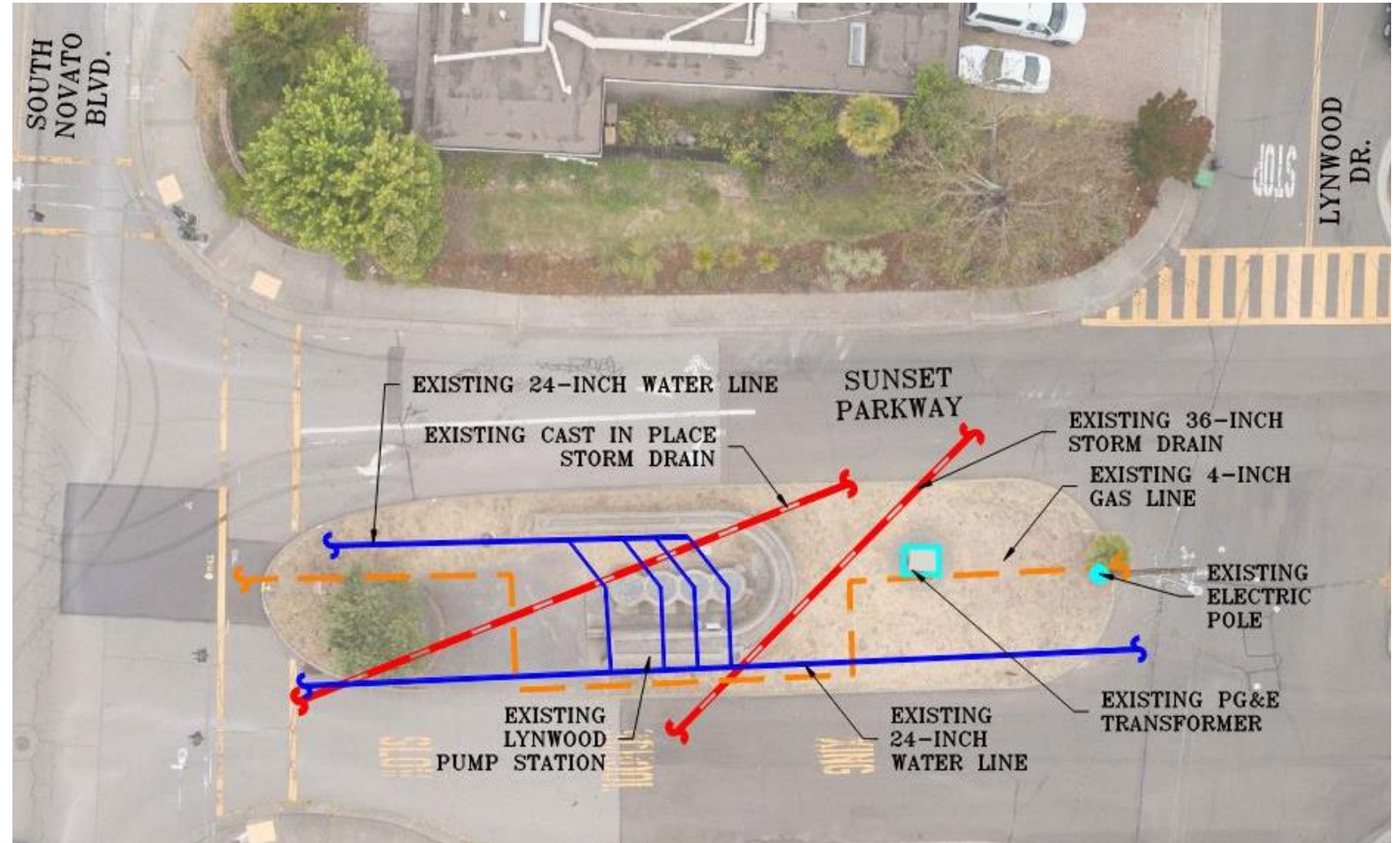


# Existing Pump Station Site Constraints

Lynwood  
Elementary  
School



Existing  
Pump  
Station



# Project Objectives

Improve  
Reliability

Electrical  
Equipment

Equipment  
& Pipe Age

Enhance  
Operability

Safety

System  
Constraints

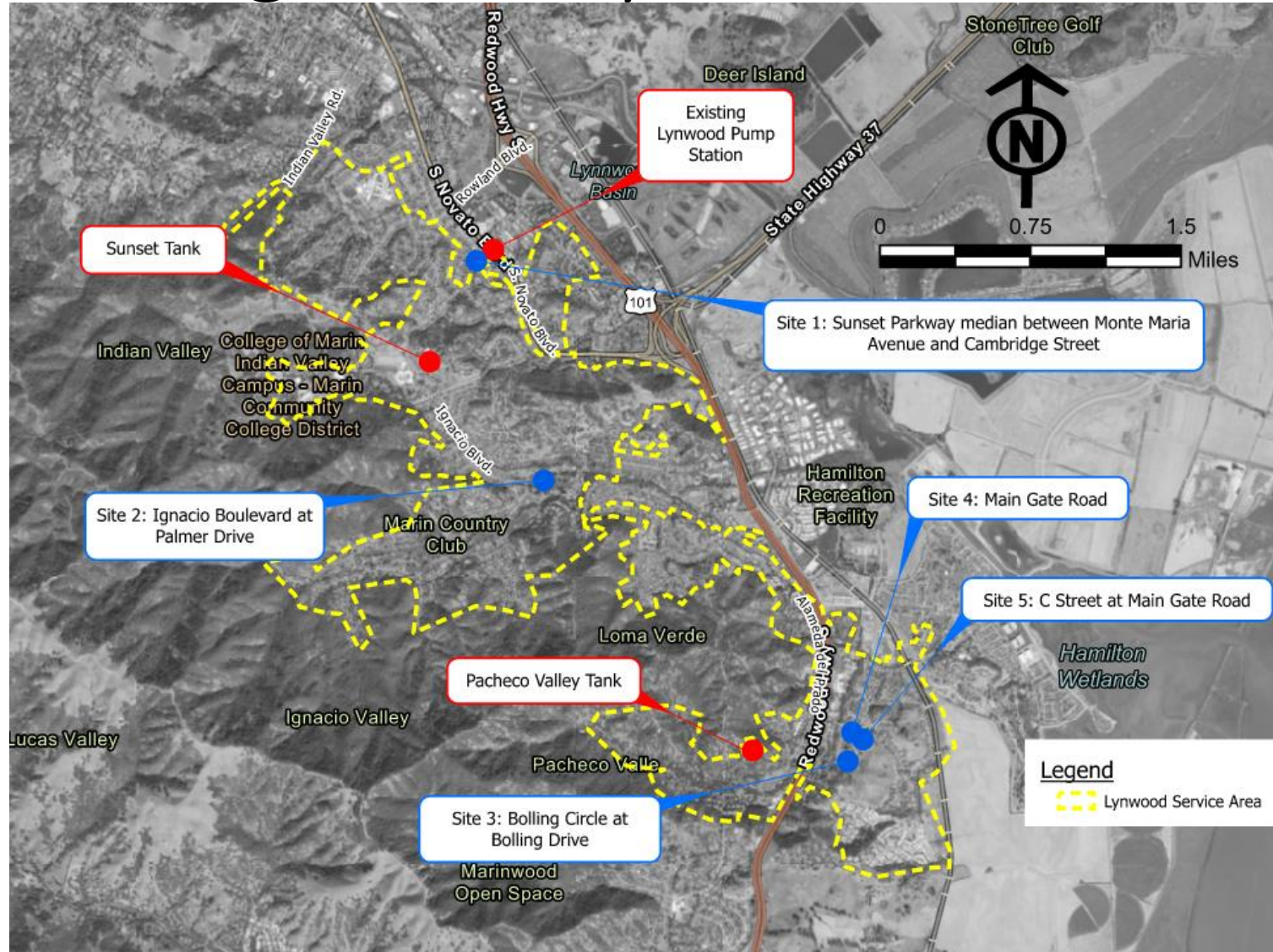
Meet Future  
Needs

Growth

**System**  
Redundancy



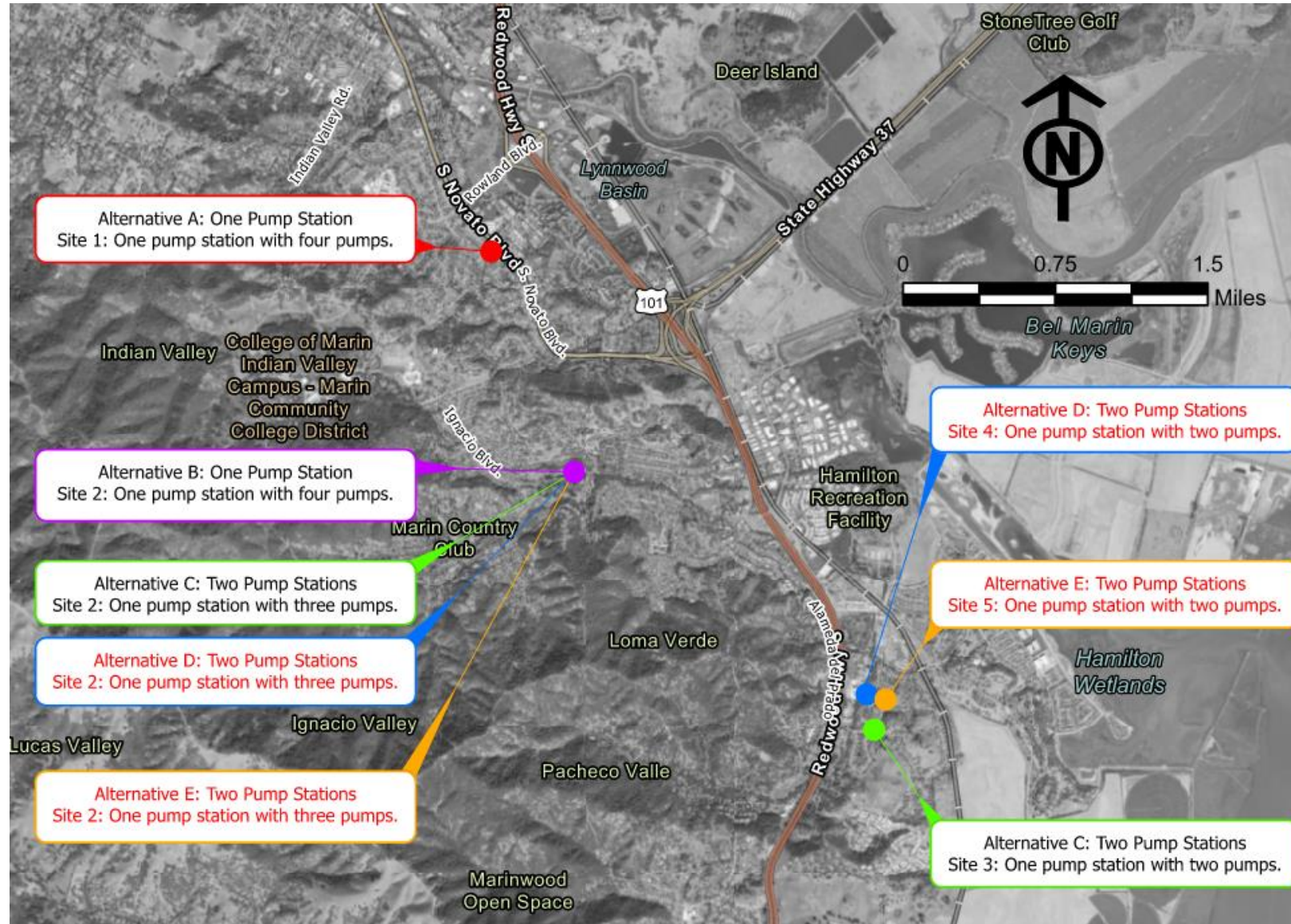
# Background Hydraulics



- Lynwood Pump Station service area has expanded from original design with addition of Hamilton
- Physical location is no longer centered within its service area and is limited by conveyance capacity
- Sunset Tank is filled first then Pacheco Valley Tank



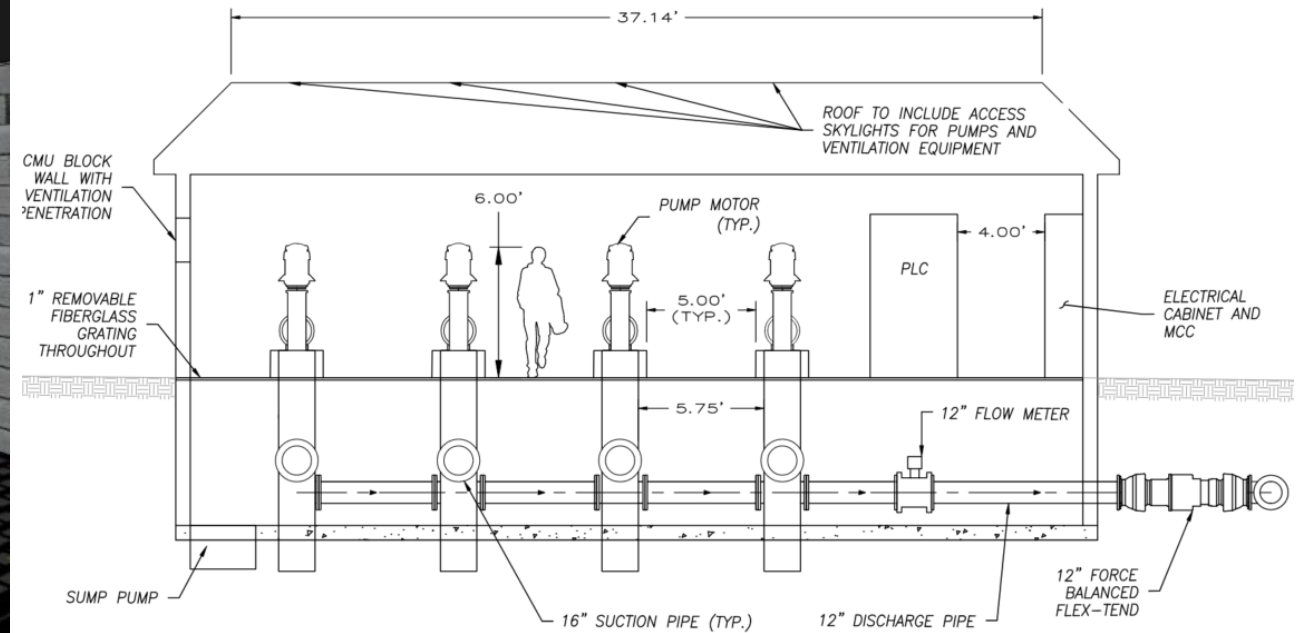
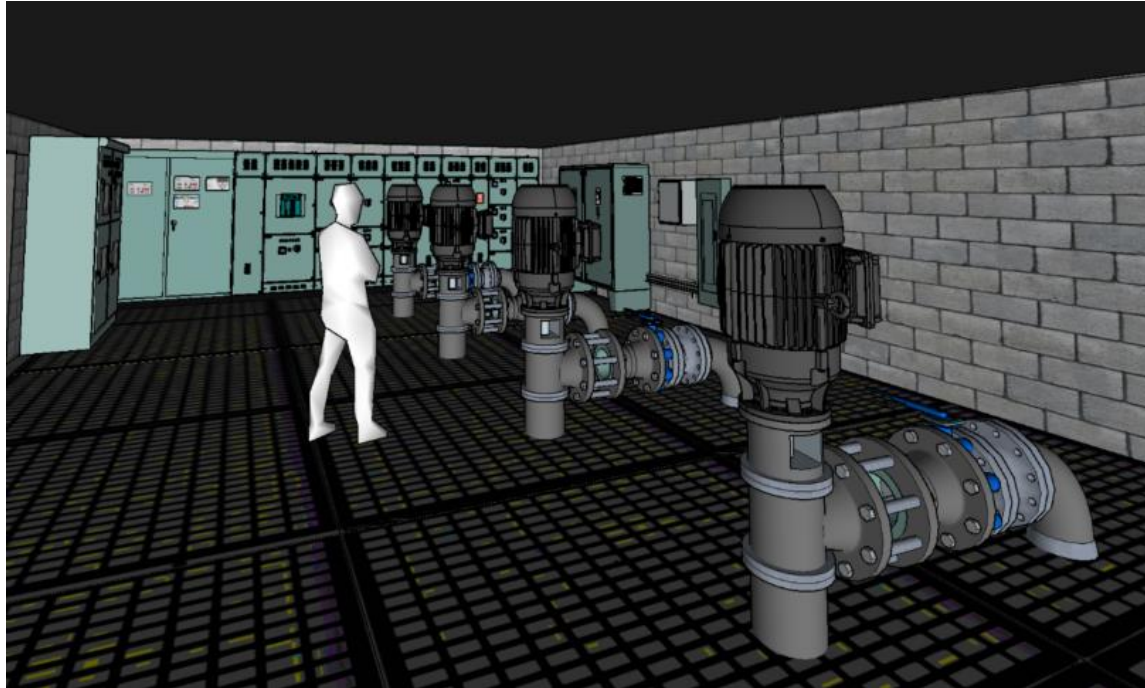
# Alternatives Description



# Alternatives Comparison Matrix

Evaluation Criteria	Retrofit Existing	Alt A (Site 1)	Alt B (Site 2)	Alt C (Sites 2 & 3)	Alt D (Sites 2 & 4)	Alt E (Sites 2 & 5)
Replaces Aging Infrastructure	X	X	X	X	X	X
Meet Future Demand	X	X	X	X	X	X
Improvements Safety and Maintenance Access		X	X	X	X	X
Improves Pacheco Valley Tank Fill Operations			X	X	X	X
Provides Opportunity to Improve Zone 1 Storage Tank Operations				X	X	X
Provides System Redundancy				X	X	X
Relative Project Cost	\$\$\$	\$	\$\$	\$\$\$\$	\$\$\$	\$\$\$

# Pump Station Layout Overview



# CEQA Initial Study Checklist & Findings

- Environmental factors potentially affected:
  - Air Quality
  - Biological Resources
  - Cultural Resources
  - Geology and Soils
  - Hydrology and Water Quality
  - Tribal Cultural Resources
  - Utilities/ Service Systems
  - Mandatory Findings of Significance
- All potential impacts can be mitigated and, therefore, a Mitigated Negative Declaration is appropriate to comply with CEQA.
- All five alternatives have similar impacts.

# CEQA Findings – Mitigation Measures

Mitigation Measure	Common Requirement	Project Specific Requirement	Notes
AQ-1: Fugitive Dust Control Measures	X		Standard requirement for dust control, minimize equipment idling time, etc.
BIO-1: Nesting Birds	X		Pre-construction survey during nesting bird season and establish exclusion zone if nesting birds discovered
HYDRO-1: Erosion Control Plan	X		Standard erosion control Best Management Practices (e.g. straw waddles, etc.)
CUL-1: Buried Archeological Resources		X	For Site 4 and Site 5, requirement to stop work if buried archeological resources are encountered
CUL-2: Archaeological Training		X	For Site 4 and Site 5, preconstruction archeological training is required.
CUL-3: Human Remains	X		Standard requirement to stop work if remains encountered

# Cultural Outreach

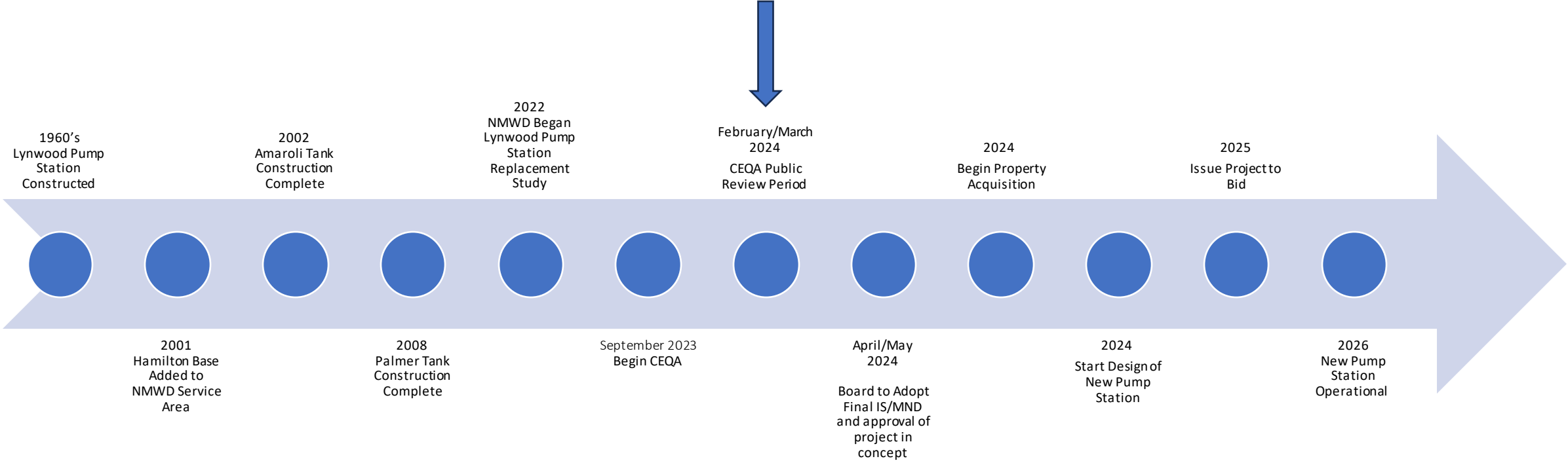
- Initiated Tribal consultation pursuant to Assembly Bill 52
- WRA reached out on behalf of NMWD to
  - Guidiville Rancheria of California
  - Federated Indians of Graton Rancheria
- Federated Indians of Graton Rancheria contacted NMWD

# Public Engagement

- Staff will hold a public information meeting
- Opportunity for public to learn about the importance of the project
- Opportunity to share some initial concepts including
  - Architectural treatments for building
  - Low level, ornamental landscaping to enhance integration of the pump station into the site
  - Landscaping approach to be site specific
- Outline process for public to provide written comments



# Timeline and Next Steps





Q&A



**Notice of Availability and Intent to Adopt an Initial Study/Mitigated Negative Declaration  
CEQA PUBLIC REVIEW PERIOD FEBRUARY 12, 2024, TO MARCH 13, 2024**

**To:** Public Agencies, Organizations, and Other Interested Parties

**From:** North Marin Water District  
999 Rush Creek Place  
Novato, CA 94945

**Subject:** Lynwood Pump Station Replacement Project, Initial Study/Mitigated Negative Declaration

Notice is hereby given that the North Marin Water District (District), acting as the Lead Agency under the California Environmental Quality Act (CEQA), is releasing for review and comment to all agencies, organizations, and interested persons, a Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the Lynwood Pump Station Replacement Project (project).

**Public Review Period:** The Draft IS/MND will be circulated for a 30-day review period from February 12, 2024, to March 13, 2024, pursuant to Section 15105 of the CEQA Guidelines. Persons responding are urged to submit their comments in writing. Comments should be mailed or emailed to the District at the address below, by no later than **5:00 p.m. on March 13, 2024.**

North Marin Water District  
P.O. Box 146  
Novato, CA, 94948  
Attn: Tim Fuelle, P.E.  
Senior Engineer  
tfuelle@nmwd.com

**Project Location:** The analysis provided in the Draft IS/MND considers five potential alternatives to replace the Lynwood Pump Station, all of which involve the construction of either one or two new pump stations (PS). A total of five potential sites, all of which are within the City of Novato, are evaluated as part of the five alternatives, all of which are analyzed in the Draft IS/MND at the same level of detail. The sites are located as follows:

- Sunset Parkway Site (Site 1): Within the Sunset Parkway median between Monte Maria Avenue and Cambridge Street.
- Ignacio Boulevard Site (Site 2): Within an open space area south of the intersection of Ignacio Boulevard and Palmer Drive.

- Bolling Drive Site (Site 3): Within an open space area northeast of the intersection of Bolling Drive and Bolling Circle. A PS built at the Bolling Drive Site (Site 3) requires construction of a parallel PS at the Ignacio Boulevard Site (Site 2).
- Main Gate Road Site (Site 4): Within a public property situated along the south side of Main Gate Road between its intersection with Nave Drive and C Street. The site is situated in an open space area adjacent to the northeastern corner of a parking lot covered with solar canopies. A PS built at the Main Gate Road Site (Site 4) requires construction of a parallel PS at the Ignacio Boulevard Site (Site 2).
- C Street Site (Site 5): Within a baseball field situated adjacent northeast of the intersection of C Street and Main Gate Road. A PS built at the C Street Site (Site 5) requires construction of a parallel PS at the Ignacio Boulevard Site (Site 2).

The analysis in the Draft IS/MND also evaluates the potential impacts of demolishing the existing Lynwood PS, which is located in a median of Sunset Parkway between Lynwood Drive and South Novato Boulevard.

**Project Description:** The District is proposing to replace the existing Lynwood PS, which is located below grade in a median of Sunset Parkway. The Lynwood PS is in poor condition overall and multiple upgrades would be required to ensure the PS is up to date with latest code, extend its service life, and improve the overall reliability of the facility. The District is considering five potential project alternatives to replace the Lynwood PS, each of which would include the demolition of the Lynwood PS as well as the construction of one or two new PS at alternate sites in the City of Novato. The purpose of the project is to replace the Lynwood PS with one or two new PS constructed above grade which would result in improved access for maintenance and repairs and reduced risk for groundwater and stormwater intrusion, all of which would ensure the reliability of the District's infrastructure.

**Public Hearing Dates:** A public hearing for the District's Board of Director's to review the IS/MND and project has been scheduled for **(DAY OF THE WEEK), February XX, 2024**, at the District's office, located at 100 Wood Hollow Dr, Novato, CA 94945.

**CEQA Project Status:** A Draft IS/MND has been prepared for this project pursuant to the provisions of CEQA. The Draft IS/MND prepared for this project demonstrates that the project will not have any significant or unmitigable effects on the environment.

The Draft IS/MND and all related analyses are available to the General Public at the District's office, located at 100 Wood Hollow Drive, Novato, CA 94945 from 9:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays. The Draft IS/MND is also available for the public to review on the District's website at [www.nmwd.com/lynwood](http://www.nmwd.com/lynwood).

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**MEMORANDUM****To:** Board of Directors**Date:** February 6, 2024**From:** Eric Miller, Assistant General Manager/Chief Engineer *EM*  
Avram Pearlman, Associate Engineer *AP***Subj:** Approve Bid Advertisement for NMWD HQ RW Extension from Redwood Blvd.R:\Folders by Job No\6000 jobs\6501.48 NMWD HQ RW Extn from Redwood Blvd\BOD Memos\2023.02.06 Approve Advertise\6501.48 RW Extension Approve Advertise BOD Memo.doc**RECOMMENDED ACTION:** The Board authorize bid advertisement of the NMWD HQ RW Extension from Redwood Blvd. project**FINANCIAL IMPACT:** \$250,000 (\$300,000 included in FY 23/24 budget) funded through RW Capital Replacement & Expansion Fund**Background**

The NMWD Headquarters (HQ) Recycled Water (RW) Extension from Redwood Blvd. project is intended to bring RW service to the District's HQ facility located at 999 Rush Creek Place, with the goal of offsetting potable water usage by using RW for landscape irrigation as well as other construction and maintenance uses via a new hydrant. Due to the proximity of the SMART right-of-way, the RW system was not expanded onto Rush Creek Place when the RW line was placed in service along Redwood Blvd. in 2012. Several years later a District staff member, Joe Kauwe, identified an abandoned PG&E pipeline that crossed under the SMART tracks at Rush Creek Place that could be utilized as a sleeve.

The scope of work for the NMWD HQ RW Extension from Redwood Blvd. project was not included in the NMWD Administration and Laboratory Upgrade project due to the uncertainty of PG&E's ability to transfer ownership of the abandoned pipeline. Fortunately, PG&E agreed to transfer ownership of the abandoned pipeline to the District in 2022 and formalized the action through a pipeline disposition agreement. For this reason, the RW system can be extended onto Rush Creek Place concurrent with the completion of the building project.

**Project Status**

As of January 2024, the following project milestones have been met:

1. Design documents – complete
2. SMART encroachment permit – issued
3. City of Novato encroachment permit – issued
4. Project material – delivered and staged at the District's corporation yard
5. NMWD insurance coverage – modified to meet SMART requirements

Due to the depth of the pipeline under the SMART tracks, traffic control requirements, and presence of excessive groundwater, District staff is recommending to solicit competitive bids for the construction phase of this project.

#### Tentative Schedule

Complete All Design Reviews	January, 2023
Advertise Project	February 8, 2024
Bid Opening	March 7, 2024
Award Contract, by BOD	March 19, 2024
Notice to Proceed	March 25, 2024
Site Work to begin	April, 2024
Construction Complete	June, 2024

The project will be publicly advertised in the Marin Independent Journal and on the District's Online Plan Room (nmwdbids.com) with electronic plans and specifications available to the prospective bidders to view and purchase.

#### Financial Impact

The FY23/24 Capital Improvement Program budget includes a line item for the project's construction phase in the amount of \$300,000. The engineer's estimate of probable cost for the construction phase is \$250,000, but actual costs are unknown until contractor bids are opened. Soft costs for the construction phase are estimated not-to-exceed \$50,000, which includes District staff time for project administration, construction management and inspections, survey staking, materials testing, and project closeout.

This project is eligible to be fully funded by the RW Capital Replacement & Expansion Fund. Use of the funding source for this project is being reviewed for approval as required under the terms of the Recycled Water Service Agreement between both agencies.

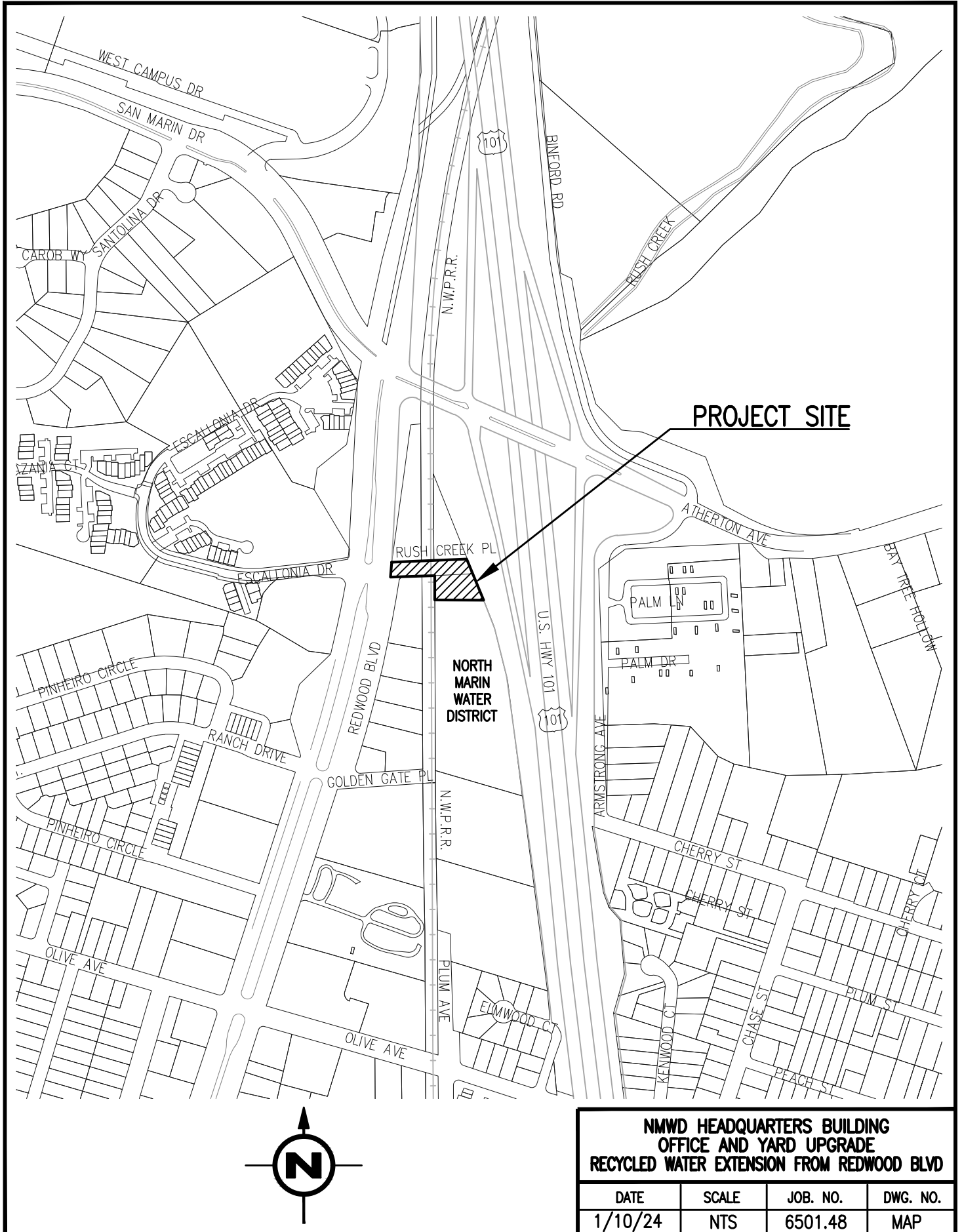
#### RECOMMENDATION

The Board authorize bid advertisement of the NMWD Headquarters Recycled Water Extension from Redwood Blvd. Project.

#### ATTACHMENTS:

1. Project Site Map

Jan 10, 2024 -- 11:05am W:\JOB\1\_NOVATO\6501.48 NMWD Office\_Yard Renovation\_RW Imprv Only\3\_ISSUED\A\6501.48\_Vicinity Map.dwg User: SDOVE



10



**MEMORANDUM**

To: Board of Directors Date: February 6, 2024

From: Tony Williams, General Manager 

Subject: Consultant Agreement with Kiosk for Interim Strategic Planning Support  
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**RECOMMENDED ACTION:** Authorize the General Manager to Execute Agreement with Kiosk Creative LLC

**FINANCIAL IMPACT:** \$24,620 (included in FY24 Budget)

At the November 7, 2023 Board meeting, the final 2018-2023 Strategic Plan status report was presented. Additionally, the consideration of an interim strategic planning process was presented and discussed in lieu of launching a new 5-year Plan. There was general consensus of the Board to pursue such a process and this memorandum presents the proposed strategic planning process. Subsequent to the November Board meeting, the feedback was solicited from the District's Senior Staff and following areas have been identified for developing the next strategic plan:

- Conduct a comprehensive staff survey (as a companion to the recent customer survey)
- Conduct a series of focused staff interviews by department (at least one per department)
- Conduct interviews of the Board of Directors
- Review of organizational needs and potential structural changes, including review of organizational charts from other agencies
- Preparation of a summary report of findings, identifying key themes, issues and opportunities.

Staff and the District's public relations and communications consultant Kiosk Creative LLC (Kiosk) have developed a scope of work that will ensure facilitation and management of the strategic planning actions described above. That proposed scope and associated fee are provided as Attachment 1. Kiosk's proposed scope was also reviewed by the Employee Association leadership. The proposed timeline for completing the above tasks is approximately 6 to 8 months. The outcome of the planning actions will identify strategic focus areas and priorities which will be presented to the Board in a report format once finalized. There is budget available in the current

approved FY24 District budget under the “Public Outreach/Information” component of the overall Water Conservation budget. Staff and a representative from Kiosk are available to answer any questions from the Board, if desired, before taking action on this item.

**RECOMMENDATION**

Board Authorize the General Manager to Execute and Agreement with Kiosk Creative LLC in the amount of \$24,620 for facilitation of the District’s Interim Strategic Planning Process.

**ATTACHMENTS:**

1. Proposed Scope of Work and Fee – Kiosk Exhibit A

## **Exhibit A**

### **Project to Identify Focus Areas/Themes for Strategic Planning**

### **Services, Deliverables and Costs**

#### **Summary.**

Kiosk Creative LLC (DBA “Kiosk”) will provide facilitation, research, and consultancy services culminating in the preparation of a document that identifies the proposed focus areas/ themes and priorities for the next North Marin Water District Strategic Plan, in an amount not to exceed \$24,620.

Note that this project is not intended to culminate in the development of the Strategic Plan: It will be exploratory in nature and its focus will be on identifying key focus areas/ themes and priorities for the next plan.

#### **Services and Deliverables.**

Kiosk will provide the following services and deliverables under this Agreement:

##### **1. Briefing, Research, and Process Definition.**

- Briefing: Kiosk consultants will meet with the NMWD General Manager and senior staff to agree on the project brief and review details of the proposed process.
- Desk research: To ensure best practice, Kiosk consultants will review the themes and approaches taken by peer organizations in the development of their strategic plans, as well as reviewing the organizational structures of peer organizations.
- Process: Kiosk will provide a process summary document outlining the project approach.

##### **2. Stakeholder Input and Engagement.**

- Employee Survey: Kiosk will devise and set up an online employee survey to gain input and perspectives. This deliverable will include, drafting the survey introduction and questions, creating a webpage for the survey form, coding and styling the survey form, testing and deploying the online survey.
- Staff Interviews: Kiosk will interview up to six staff, at least one from each department of the organization (Construction, Engineering, Finance and Admin, and Operations). This deliverable will include devising interview questions and meeting with individuals either in person or via video conference. Themes, opportunities and issues that have been identified by the Employee Survey will be explored. Interviews allow for a more in-depth understanding of staff perspectives, beyond what is possible to gather in the Survey.
- Board of Directors Interviews: Kiosk will interview all five Directors. This deliverable will

include devising interview questions and meeting with individuals either in person or via video conference.

- Management Team Interviews: Kiosk will interview up to five senior executives. This deliverable will include devising interview questions and meeting with individuals either in person or via video conference.
- All interviews will be recorded (for consultant's use only), for ease of conversation and documentation. Kiosk will use a confidential transcript service to help transcribe the interviews.

### **3. Organizational Structure Review and Recommendations.**

- Based on Stakeholder feedback and peer organization research, Kiosk will synthesize perspectives, and discuss and review the organizational structure. Kiosk will summarize its recommendations for North Marin Water District, which may or may not include recommendations for organizational restructuring.

### **4. Synthesising and Prioritizing Themes, Issues and Opportunities.**

- Kiosk will spend time reviewing and synthesizing the research and stakeholder inputs, and write-up summaries of the key themes, issues and opportunities. This will include internal meetings, and a regroup meeting with NMWD management to check in on the process and progress.
- Kiosk will share a draft of the project, identifying key Strategic Focus Areas/Themes and Priorities, which is anticipated to be a succinct document (3-6 pages).

### **5. Finalizing Documentation for Approval.**

- After sharing with the General Manager, Kiosk will provide one round of edits to both the *Strategic Focus Areas/Themes and Priorities* document and the *Organizational Structure Review and Recommendations* document before final delivery.

### **Dedicated Project Team.**

Kiosk will assign a dedicated project team for the duration of the project, as follows.

- Camille Milliner: Project Manager
- Claire Garvie: Lead Consultant
- David Neugebauer: Strategy & Research Consultant
- Alan Raistrick: Strategy & Research Consultant

As project manager, Camille will ensure that the project runs within the timeline and agreed budget, and will provide regular updates to the General Manager.

### **Timeframe.**

This is a 16-20 week project. Work is expected to commence in March 2024, and be completed by July 2024.

Stakeholder engagement will be completed during March and April 2024, with final documentation delivered on or before July 2024.

**Project Costs.**

<b>Task/ Service/ Deliverable</b>	<b>One Time Costs</b>	<b>Delivery Date / Invoice Date</b>
1. Briefing, Research, and Process Definition.	\$2,350	March 31, 2024
2. Stakeholder Input and Engagement.	\$9,150	April 30, 2024
3. Organizational Structure Review and Recommendations.	\$2,580	May 31, 2024
4. Synthesising and Prioritizing Areas/Themes, Issues and Opportunities.	\$7,300	May 31, 2024
5. Finalizing Documentation for Approval.	\$1,080	June 30, 2024
Account Management / Project Management	\$2,160	June 30, 2024
<b>Total Project Costs</b>	<b>\$24,620.00</b>	

11

**MEMORANDUM****To:** Board of Directors**Date:** February 6, 2024**From:** Tony Williams, General Manager *TW*  
Ryan Grisso, Water Conservation Coordinator *RG***Subject:** Results of November 2023 Customer Survey  
v:\memos to board\2-6-24 customer survey\_final.docx**RECOMMENDED ACTION:** Information Only**FINANCIAL IMPACT:** None at this time

At the May 2, 2023 Board Meeting, representatives of the District's communications and public outreach firm Kiosk gave a presentation summarizing past communication and outreach efforts as well as planned future efforts. One of the future planned actions, introduced by Kiosk in their presentation and included in the FY 23/24 agreement with Kiosk, was a strategic customer survey to help assess customer awareness and opinions to assist the District in identifying future effective communication strategies and actions, especially in the post-drought paradigm, and to help guide the upcoming interim strategic plan development project.

The survey was initiated in October 2023 and concluded at the end of November 2023 allowing a total of 51 days for our customers to participate. The survey was advertised in the Fall 2023 Novato "Waterline" newsletter, on the District's website, a series of social media posts and through a group messenger email blast through the WaterSmart Portal. Over 800 responses were received and Kiosk has summarized those key findings and results in a presentation to the Board (Attachment 1) and will be at the Board meeting to present.

**ATTACHMENTS:**

1. Customer Survey Board Presentation



**NORTH MARIN  
WATER DISTRICT**

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# **Customer Survey Results**

Presented February 6, 2024



# Contents

1. Summary
2. Survey promotion
3. Respondents
4. Summary of results
  - Water usage and efficiency
  - Rebates & conservation incentive programs
  - Looking to the future
5. Conclusion



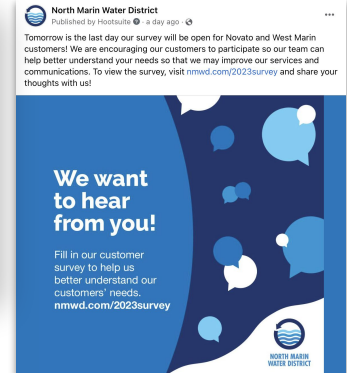
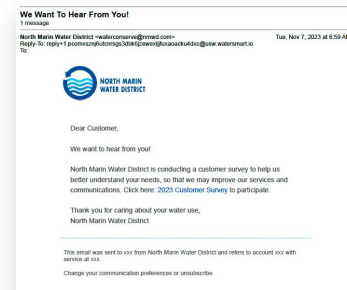
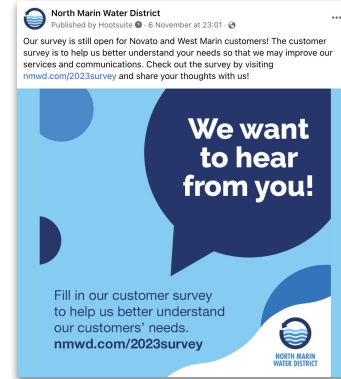
# Summary

- An online Customer Survey was live 10/11/23 through 11/30/23.
- 13 survey questions focused on service satisfaction, water use/conservation, rebates, future reliability, and future priorities.
- NMWD offered a free branded pint glass for anyone that completed the survey to incentivize completion.
- After duplicates were removed, there were 808 complete survey responses.



# Survey promotion

- **Waterline:** QR code & link to survey featured in the Fall Waterline delivered to 26,157 customers.
- **Social Media:** Social links to the survey reached ~1,128 people in October and November 2023.
- **Email:** An email link to the survey was sent to ~12,000 Novato customers on November 6, 2023.
- **Website:** The survey was promoted on a call out banner on the homepage at NMWD.com for the duration of the survey.
- **Web News Story:** The survey was also promoted via the website as a new story.

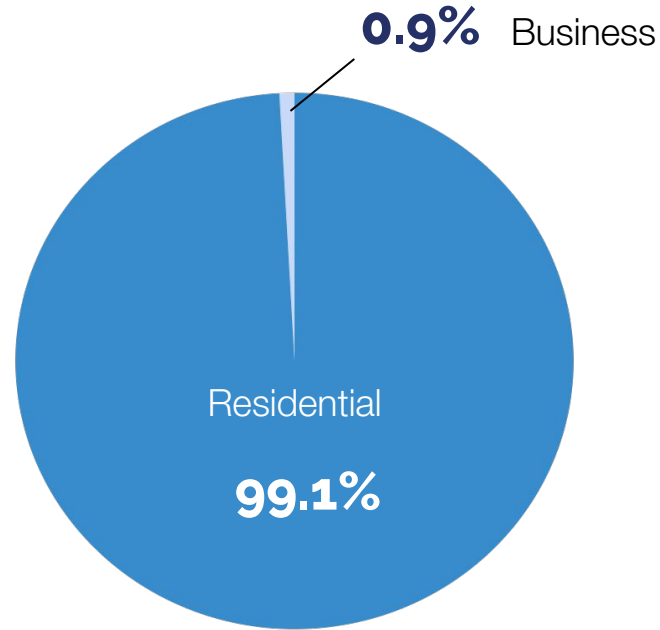




**Respondents**

## Residential or Business Customer

Question: Are you a residential or a business customer?



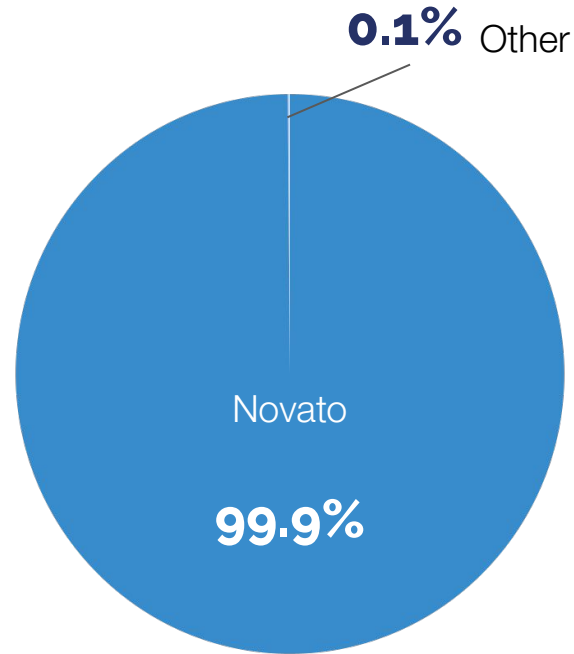
Residential - **801**

Business - **7**

Total Survey Participants - 808

## District Location

Question: What area of the District is your property in?



Novato - **807**

West Marin - **1**

Total Survey Participants - 808



## Summary of results

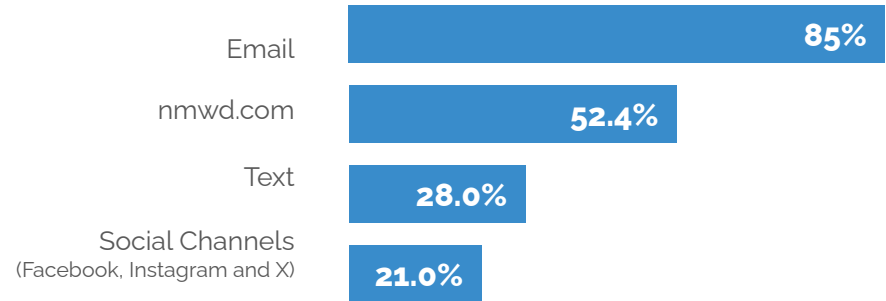
# Most Useful Communication Channels

## Survey Question:

North Marin Water District has expanded our customer communications over the past four years. Please let us know which communication channels you and your household find most useful [check all that apply].

## Key Findings:

Digital communication channels are overwhelmingly more popular, with 85% of respondents choosing email as a channel they find most useful.





# Levels of Satisfaction

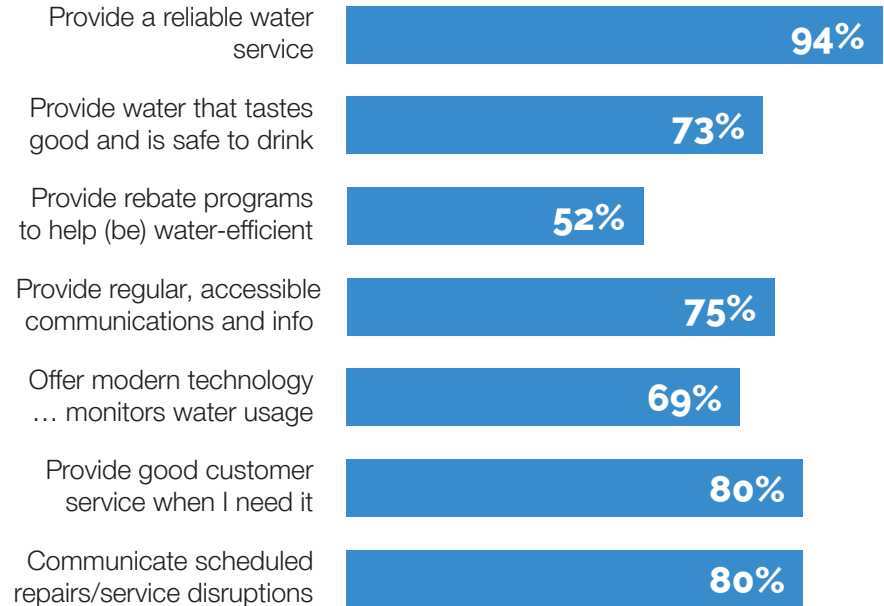
## Survey Question:

Please rate your level of satisfaction with North Marin Water District's efforts to achieve the following:

## Key Findings:

Rebate programs rated lowest in terms of satisfaction levels, with 16.5% "Not satisfied". (Opportunity for better education about the rebates available).

## "Satisfied" Responses:



# Areas for Improvement

## Survey Question:

Are there specific aspects of our services that you would like to see improved? (open text field)

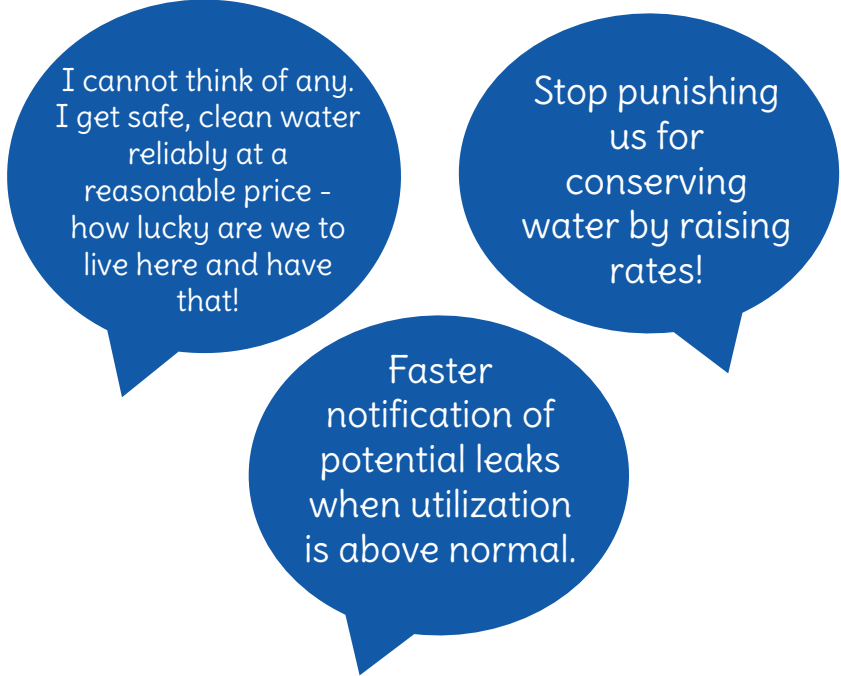
## Key Findings:

335 open text responses

107 = rate increase/ price concerns (32%)

66 = gratitude and positive comments (20%)

30 = taste and quality of water (9%)



I cannot think of any.  
I get safe, clean water  
reliably at a  
reasonable price -  
how lucky are we to  
live here and have  
that!

Stop punishing  
us for  
conserving  
water by raising  
rates!

Faster  
notification of  
potential leaks  
when utilization  
is above normal.



# **Water usage and efficiency**

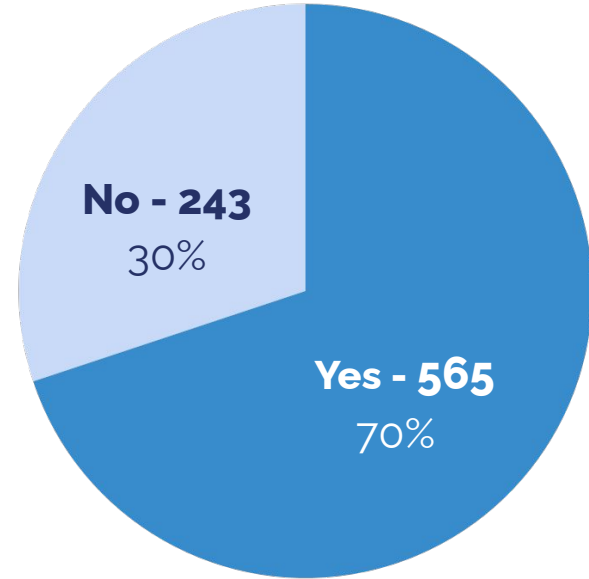
# WaterSmart Website Portal

## Survey Question:

Are you aware that you have access to the WaterSmart website portal that allows you to monitor your water usage and troubleshoot for potential leaks?

## Key Findings:

30% of customers are not aware that they can monitor their water usage, so more education is needed here.



# Importance of Reduction in Water Usage

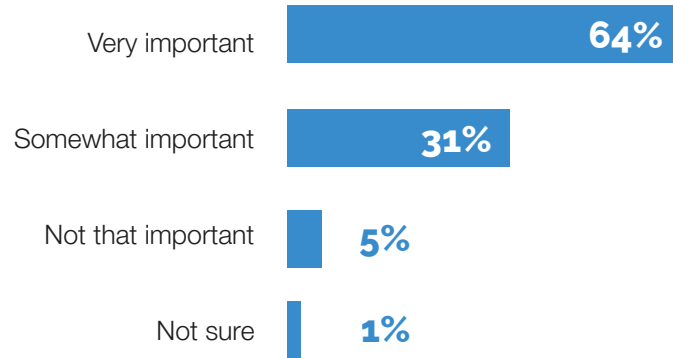
## Survey Question:

While California experiences cycles of drought, we are not experiencing one right now due to the intense rainy season earlier this year. Given this, how important do you feel it is to reduce your water consumption?

## Key Findings:

53% of respondents feel their household is doing everything they are aware of to conserve water and use it efficiently.

## Responses:





# **Rebates & conservation incentive programs**

# Rebates & Conservation Incentive Programs

## Survey Question:

Are you familiar with the following rebates, incentives and water efficiency programs offered by North Marin Water District?

## Key Findings:

Inconsistent awareness about the range of rebates offered by the District (opportunity to improve customer communications/ awareness).

	Aware	Not aware
'Cash for Grass' turf replacement	80% ✓	20%
High-efficiency toilet rebate	74% ✓	26%
Free Water Smart Home Survey	67% ✓	33%
'Lawn Be Gone' lawn replacement	66% ✓	44%
Residential washing machine rebate	60%	40%
Free water-efficient fixtures kit	58%	42%
Landscape efficiency rebate	55%	45%
Weather-based irrigation controller rebate	47%	53% ✗
Pool cover rebate	39%	61% ✗
Rainwater / greywater rebate	37%	63% ✗
Hot water recirculation rebate	33%	77% ✗

# Open Text Comments about Rebates

## Key Findings:

Lack of awareness around rebates, as well as dissatisfaction with the process of applying for them, and the perceived value.

I think rebates for conservation should continue not just be one time.

The rules surrounding rebates for lawn removal are too restrictive.

I was unaware of rebate programs

I wish the rebate application forms for home and yard were easier to complete.





**Looking to the future**

# Reliability for the next five years

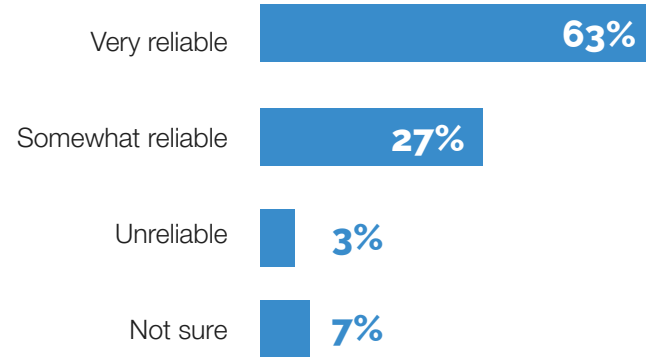
## Survey Question:

North Marin Water District aims to provide a reliable water supply that can be depended upon to consistently provide enough water to meet the District's needs. Overall, how reliable do you think your household's water supply is going to be over the next five years?

## Key Findings:

90% of participants are confident in the District's ability to provide a reliable water supply for the next five years.

## Responses:



# Future Improvements/ Investments

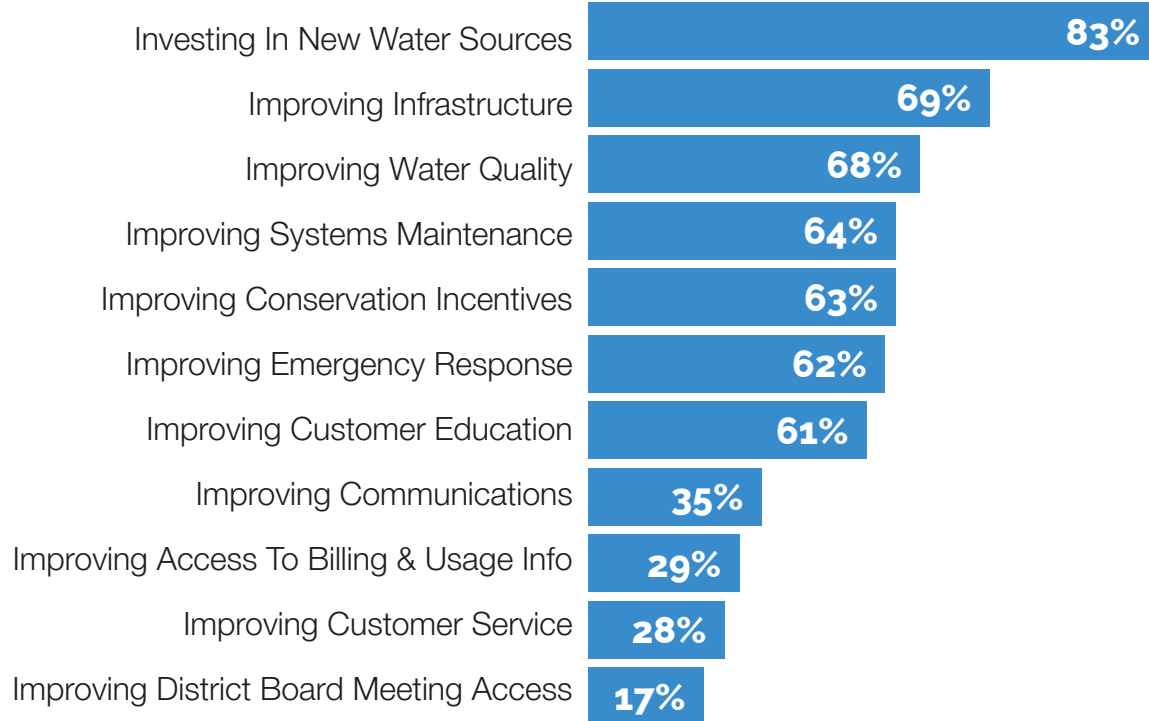
## Survey Question:

Looking to the future, what improvements/ investments do you feel the District should focus on?

## Key Findings:

Comments focused on concerns about future droughts, water shortages, and a perceived over-reliance on Sonoma County water.

## “Most Important” Responses

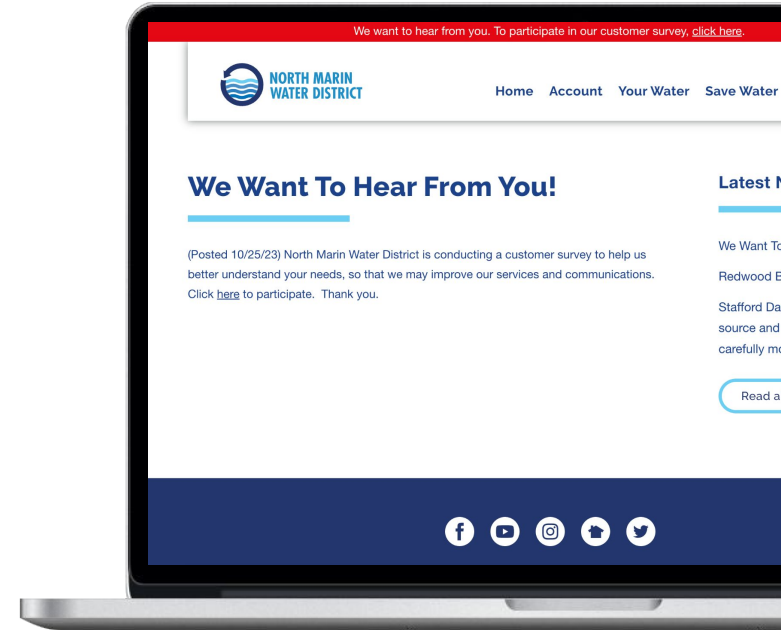




# Conclusion

# In Conclusion

- Overall, positive levels of satisfaction.
- Highlights opportunity to use email as a more effective means of communication.
- Continued/ additional education and communication is needed (especially around rebates and the WaterSmart water usage portal).
- Recommendation that this becomes an annual survey (serves to inform customers as well as gauge satisfaction and garner feedback).



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## MEMORANDUM

To: Board of Directors February 6, 2024  
 From: Ryan Grisso, Water Conservation and Communications Manager *RG*  
 Subject: FY 2023-24 Mid-Year Progress Report – Water Conservation and Public Communication  
V:\Memos to Board\Quarterly Reports\Mid Year Reports\FY 2023-24 Second Quarter Progress Report – Water Conservation and Public Communications.doc

**RECOMMENDED ACTION:** Information Only

**FINANCIAL IMPACT:** None

This memo provides an update on Water Conservation and Public Outreach activities implemented during the first half of Fiscal Year 2023/2024 (FY24), including budget status and staffing levels.

### Water Conservation

Water Conservation participation numbers for the first half of the current and previous two fiscal years are summarized in Table 1 below.

**Table 1: Water Conservation Program Participation (July through December)**

Program	FY22	FY23	FY24
Water Smart Home Surveys	5	8	9
Water Smart Commercial Surveys	0	2	2
Toilet Replacements (Residential)	71	39	40
Toilet Replacements (Commercial)	2	2	0
Retrofit on Resale (Dwellings Certified)	78	44	41
High Efficiency Washing Machine Rebates	25	12	28
Cash for Grass Rebates	47	32	14 <sup>1</sup>
Water Smart Landscape Rebates	8	8	9
Smart Irrigation Controller Rebates	8	6	3
Pool Cover Rebates	41	16	16
Hot Water Recirculation Rebates	9	2	4

<sup>1</sup> Cash for Grass participants removed 8,808 square feet in FY24 compared to 23,324 square feet in FY23.

### **Water Conservation Programs**

Water conservation participation has remained steady in the first half of this fiscal year compared to last, however is a decrease from past fiscal year participation levels in the past drought period. The likely reason for this decrease was a big push in 2021 with the Board approved increase in rebate levels for most programs which accelerated participation in the drought years coupled with the usually accelerated customer participation response during a drought period.

The Cash for Grass program rebated the removal of 8,808 square feet of turf this fiscal year so far (with an estimated savings of 250,000 gallons per year). Pool cover rebates, although down from the drought years, remain steady and show that customers are continuing to taking efforts to cover their pools when not in use. The High Efficiency Toilet and Clothes Washer Rebate programs along with the Retrofit on Resale Program have remained steady this fiscal year, but again are a decline from the prior drought years. The Water Smart Home Survey (WSHS) Program, which was essentially put on hold (for in-person home visits) due to COVID-19, had resumed last fiscal year but participation continues to remain low. Staff does continue to offer water use consultations by phone (or Facetime) and site visits for brief leak or irrigation related issues and is strategizing ways to increase participation in the in-person visits.

Recently the District modernized some of the rebate applications to an online application form through the website for easier and more efficient submittal process. This is expected to possibly increase participation in those programs as there seems to be a desire to electronically submit applications rather than by mail or scan and email.

#### Public Communications

In the first half of FY24, the District continued working with Kiosk to implement the public communications plan (or public outreach plan) in response to a goal from the 2018 Strategic Plan. A major component of this was the enhanced social media campaign with twice weekly posts in Facebook, Twitter and Instagram. These posts include Board Meeting advertisements, historically significant events, water supply updates, conservation program information and many other information items, which are planned over the year. This past year we made an extra effort to recognize employees and Board members on their service anniversaries. The District continues to monitor and review the website and make changes and updates as needed to keep it fresh and easily navigable, which included a complete re-design of the “Outdoor” and “Indoor” water conservation pages. An entirely new web page was created, devoted solely to Stafford Lake and dam, to focus on all aspects of the lake and dam. In addition, website news stories are being updated regularly and the rotating news flash on the front page is adjusted for the most pertinent news stories for the given time period. As mentioned above in the Water Conservation Section, the District recently modernized the website with online form submittals for water conservation rebate programs.

Most notably in the first half of the fiscal year, the District initiated a strategic customer survey to help assess customer awareness and opinions to assist the District in identifying future effective communication strategies and actions, especially in the post-drought paradigm. A customer survey had not been implemented in quite some time and the information developed from the survey should be extremely useful in strategizing future customer communications and developing future strategic



plans. The customer survey was advertised through a variety of outlets including the Waterline newsletter, WaterSmart group messenger, and all social media platforms. Kiosk will be presenting the key findings from the survey at the February 6, 2023 Board meeting.

The WaterSmart AMI dashboard and customer portal continues to be used as a public outreach tool to help inform customers on water use patterns and leaks and has also used the group messenger function to deploy group emails to customers. Most notably the customer survey response generated from the group messenger blast on Watersmart was incredible, with over 800 respondents derived from the email blast.

A Fall Waterline newsletter mailed to all customers in October 2023 and a Spring Waterline newsletter will be developed for Spring 2024. The newsletter facilitates communications for those customers who may not be technologically inclined. The topics for the fall newsletter included a General Manager message, water conservation program advertisements, an invitation to the AMI portal, information on the LIRA program for low income customers and an invitation to participate in the customer survey.

All of the outreach efforts (including social media, website, print-ads and newsletters) for the preceding month are provided to the Board in a report on the miscellaneous calendar typically at the second meeting of each month.

#### Budget and Staffing

Table 2 summarizes the first half (July-September) expenditures for the current and prior two fiscal years. FY24 expenditures are consistent with last fiscal year, although slightly lower than last FY 22 due to the slight drop in rebate program participation following the accelerated participation during the drought.

**Table 2: Water Conservation and Public Communications Expenditures (July through December)**

	FY 22	FY 23	FY 24
Total Budget	\$377,000	\$462,000	\$466,000
July-December Actual	\$222,800	\$195,006	\$192,138

#### **Staffing**

Water Conservation continues to be staffed by one full time Water Conservation and Communication Manager and one part time Water Conservation Technician. The District also has a partnership with Sonoma County Water Agency (SCWA) through the Sonoma-Marín Saving Water Partnership to implement and staff some of the District Water Conservation Programs including the WSHS program (estimated at no more 250 hours per quarter).

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# North Bay Watershed Association

## Board Meeting - Agenda

February 2, 2024 | 9:30 – 11:30 a.m.

**MEETING WILL BE HELD AT THE  
Central Marin Sanitation Agency**

[1301 Andersen Dr, San Rafael, CA 94901](#)

For those wishing to attend virtually

Join Zoom Meeting:

<https://us02web.zoom.us/j/81630673971?pwd=dm94TXJCRWMyWFBLC3U5V2pTsmNRZz09>

Webinar ID: 816 3067 3971 Password: 216460

Agenda and materials will be available the day of the meeting at: [www.nbwatershed.org](http://www.nbwatershed.org)

### AGENDA

Time	Agenda Item	Proposed Action
9:30	<b>Welcome and Call to Order – Roll Call and Introductions</b> <i>Jean Mariani, Chair</i>	<i>N/A</i>
9:35	<b>General Public Comments</b> This time is reserved for the public to address the Committee about matters NOT on the agenda and within the jurisdiction of the Committee.	<i>N/A</i>
9:40	<b>Agenda and Past Meeting Minutes Review</b> <i>Jean Mariani, Chair</i> <b>Treasurer's Report</b> <i>Jean Mariani, Chair</i>	<i>Approve/ Accept</i>
9:50	<b>Guest Presentation - Intro to North Bay Baylands Regional Conservation Investment Strategy (RCIS)</b> <i>Jeanette Weisman, Metropolitan Transportation Commission, and Environmental Science Associates</i> Jeanette and her team will provide a brief overview of the draft RCIS planning sessions in preparation for a deeper dive presentation in May.	<i>Presentation slides</i>
10:00	<b>Guest Presentation - Outlook for Roundtable of Regions and Integrated Regional Water Management (IRWM)</b> <i>Ian Achimore, Senior Watershed Manager from the Santa Ana Watershed Project Authority</i> Ian will describe the current activities of the Roundtable of IRWM Regions, as well as the future outlook of the IRWM at the local level. Ian will also describe some information the State has shared regarding the future of the IRWM Program.	<i>Presentation slides</i>

10:20	<p><b>Executive Director Report</b></p> <p><i>Andy Rodgers, Executive Director</i></p> <p>Andy will provide updates and solicit board input on activities since the December 1 Board meeting, including results of a recent regional grant application, April conference planning, outlook for next fiscal year's work plan and budget, association administration updates, and other activities, programs and communications.</p>	<p><i>ED updates, Board questions, and input</i></p>
11:00	<p><b>Board Information Exchange and Updates</b></p> <p><i>Members</i></p> <p>Members will highlight issues and share items of interest.</p>	<p><i>N/A</i></p>
11:30	<p><b>Announcements/Adjourn</b></p> <p><b>Next Board Meeting: March 1</b></p>	<p><i>N/A</i></p>

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**DISBURSEMENTS - DATED JANUARY 18, 2024**

Date Prepared 1/16/24

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		Retiree Exp Reimb (2024 Health Ins)	\$270.00
2	Alpha Analytical Labs	Lab Testing (W.M.)	1,340.00
3	American Sanitation	Bathroom Facilities for TP Operators (Replacement Supernatant Line Ph 1 & 2)	703.53
4		Retiree Exp Reimb (Jan Health Ins)	1,417.18
5	Athens Administrators	December Indemnity Review Fee	105.00
6	Backflow Distributors	Replacement Enclosure w/Brackets (Grossi Cattle Trough)	604.44
7		Retiree Exp Reimb (2024 Health Ins)	547.80
8	Berberich, Jessica	Refund Over Payment on Closed Account	180.00
9		Retiree Exp Reimb (2024 Health Ins)	270.00
10	California Department of Tax & Fee Administration	State Sales & Use Tax 1/23-12/23	1,515.00
11		Retiree Exp Reimb (Jan Health Ins)	548.98
12		Retiree Exp Reimb (Jan Health Ins)	548.98
13	Comcast	January Internet Services (1250 Lynwood Dr)	212.81
14	Dell Computers	Replacement PC	1,192.07
15		Retiree Exp Reimb (2024 Health Ins)	66.84
16	Enterprise FM Trust	Monthly Leases for Nissan Rogues (2), Nissan Frontiers (2), F-150's (7), F-250's (2), Ford Rangers (6), Chevy Bolts (2), Chevy Colorado & Nissan Leaf	12,174.94
17		Retiree Exp Reimb (2024 Health Ins)	66.84
18	Fiserv/Bastogne Inc.	Refund Over Payment on Closed Account & Return Payment-Not Our Customer (\$1,914)	2,051.92



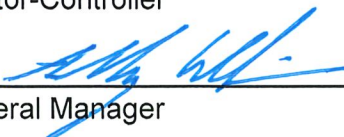

Seq	Payable To	For	Amount
19	Fisher Scientific	Magnesium Standard (Lab)	91.57
20	Freyer & Laureta, Inc.	Prog Pymt#12: Provide Engineering & Design Services for Lynwood Pump Station (Balance Remaining on Contract \$180,389)	12,277.15
21	Friedman's Home Improvement	Barbed Wire (1,320')	135.78
22	Frontier Communications	January Internet Service (STP)	640.00
23	GHD Inc.	Prog Pymt#9: NMWD GIS Conversion to ESRI & Mapping Support (Balance Remaining on Contract \$23,863)	6,717.30
24	Grainger	Miscellaneous Maintenance Tools & Supplies	1,298.84
25		Retiree Exp Reimb (2024 Health Ins)	547.80
26	High-Purity Standards	Magnesium Standard (Lab)	89.35
27	Hildebrand Consulting LLC	Novato Rate Study FY23/24	2,000.00
28		Retiree Exp Reimb (2024 Health Ins)	1,088.28
29		Retiree Exp Reimb (Jan Health Ins)	548.98
30		Retiree Exp Reimb (2024 Health Ins)	66.84
31	Department of Labor and Industries Washington	Washington Workers Comp Insurance for Employee Working Remotely (4th Quarter)	24.07
32		Retiree Exp Reimb (Jan Health Ins)	548.98
33		Retiree Exp Reimb (Jan Health Ins)	1,417.18
34		Retiree Exp Reimb (Jan Health Ins)	548.98
35	Marin County Ford	Service Parts ('22 Ford Ranger)	101.87
36	McMaster-Carr Supply Co	Multipurpose Stainless Steel Strips (2)	141.84
37	Meadowcreek Station HOA	Return Payment Not Our Customer	9,632.73
38		Retiree Exp Reimb (2024 Health Ins)	270.00
39	MTS Training Academy	Class A - Behind the Wheel Training (Construction)	6,950.00
40		Retiree Exp Reimb (2024 Health Ins)	1,088.28

Seq	Payable To	For	Amount
41	Noll & Tam Architects	Prog Pymt#31: Headquarters Upgrade Architectural & Engineering Services (Balance Remaining on Contract \$73,974)	18,917.50
42	North Bay Gas	Carbon Dioxide (Const) & Nitrogen (STP)	78.72
43	ODP Business Solutions, LLC	Miscellaneous Office Supplies	153.69
44	Pace Supply	2" Corp Stops (2)	669.88
45	Peterson Trucks	Parts & Labor to Diagnose & Repair Rough Idle (12 Int'l 4400)	2,758.42
46	Pacific Gas & Electric Co	Power: Bldgs/Yard (\$2,694), Other (\$222), Pumping (\$34,222), Rect/Cont (\$757) & Treatment (\$263)	38,158.05
47		Retiree Exp Reimb (2024 Health Ins)	66.84
48	Roy's Sewer Service	Pumped & Cleaned Out Sewer Wet Well Behind Building (STP)	875.00
49		Retiree Exp Reimb (Dec Health Ins)	548.98
50		Retiree Exp Reimb (2024 Health Ins)	547.80
51	Staples Business Credit	Misc Office Supplies	151.79
52	Univar	Sodium Hypochlorite (432 gal) (STP)	1,576.80
53	Van Bebber Bros	Steel Plate (32" x 32")	245.38
54		Retiree Exp Reimb (2024 Health Ins)	547.80
55	Volvo Construction Equipment	Service Parts (2 Compressors)	982.68
56	VWR International LLC	Medium & Integrators (250) (Lab)	195.33
57	White Cap L.P.	Rice Straw Rolls (8) & Sand Bags (50)	398.44
58		Retiree Exp Reimb (2024 Health Ins)	66.84



Seq	Payable To	For	Amount
59	ZORO	Sawzall Reciprocating Saw & Stud/Joist Drill	626.03
		<b>TOTAL DISBURSEMENTS</b>	<b><u>\$137,608.12</u></b>

The foregoing payroll and accounts payable vouchers totaling \$137,608.12 are hereby approved and authorized for payment.

	
Auditor-Controller	Date
	
General Manager	Date

## ***DISBURSEMENTS - DATED JANUARY 25, 2024***

Date Prepared 1/22/24

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:

<u>Seq</u>	<u>Payable To</u>	<u>For</u>	<u>Amount</u>
P/R*	Employees	Net Payroll PPE 1/15/24	\$179,932.61
90666*	Internal Revenue Service	Federal & FICA Taxes PPE 1/15/24	78,188.65
90667*	State of California	State Taxes & SDI PPE 1/15/24	17,413.18
90668*	CalPERS	Pension Contribution PPE 1/15/24	49,675.90
EFT*	US Bank	December Bank Analysis Charge (Lockbox \$912 & Other \$401 Less Interest \$134)	1,179.68
1	100 Wood Hollow Drive Owner	February 2024 Rent for 100 Wood Hollow	34,879.71
2	Alpha Analytical Labs	Lab Testing (W.M.)	340.00
3	American Family Life Ins	January Employee Paid Benefit - AFLAC	4,121.37
4	AT&T	Leased Lines	63.14
5	Automation Direct	Flow Meter for Truman Pump Station	1,205.44
6	Bank of Marin	Bank of Marin Loan Principal & Interest (Pymt# 147 of 240) Aqueduct Energy Efficiency Project	46,066.67
7	Bay Area Air Quality Mgmt Dist	Annual Permit Renewal Fees (Lanai & Tahiti Streets-Dillon Beach)	594.00
8	Bixler, Carol	Novato "Toilet" Rebate Program	125.00
9	California Water Service	January Water Service (O.M.)	30.51
10	CDW-Government, Inc.	SCADA Cell Modems (Old Ranch, Lynwood, San Antonio & Crest Pump Stations)	2,693.84
11	C.J. Brown & Company, CPAs	December Progress Billing Financial Statement Audit FY22-23 (Balance Remaining on Contract \$625)	3,324.00
12	Comcast	January Internet Services (Buck Institute)	359.81


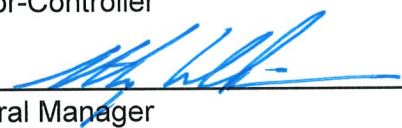
Seq	Payable To	For	Amount
13	Consolidated CM	Prog Pymt#32: Provide Construction Management Services - Admin & Lab Upgrade (Balance Remaining on Contract \$130,448)	60,058.50
14	Core Utilities, Inc	Consulting Services: December IT Support (\$6,000), SCADA, PLC Support, Conversion of Daily Production Report (\$2,200) & CORE Billing Maintenance	8,300.00
15	CORE Safety Group	Confined Space Training (30 Employees)	3,000.00
16	Core & Main	Meter Flange (2)	54.91
17	Diesel Direct West	Gasoline (2,765 gal) (\$12,795) & Diesel (423 gal) (\$2,155)	14,950.32
18	Fredric C. Divine Assoc Architects, Inc	Prog Pymt#1: Provide Architectural Design & Construction Documents for Construction Locker Room (Balance Remaining on Contract \$5,694)	1,806.00
19	Environmental Science Assoc	Prog Pymt#6: Gallagher Well No. 2 Project (\$2,523) (Balance Remaining on Contract \$6,420) & Prog Pymt#6: Gallagher Ranch Streambank Stabilization Project (\$45) (Balance Remaining on Contract \$13,306)	2,568.35
20	D.L. Falk Construction, Inc.	Prog Pymt#18: Admin & Lab Upgrades (Balance Remaining on Contract \$3,298,275)	537,949.89
21	D.L. Falk Construction Escrow Acct	5% Retainer: DL Falk Construction-CA Bank of Commerce-Admin Bldg & Lab Upgrade	28,313.16
22	Frontier Communications	Leased Lines	1,687.41
23	Ghilotti Construction	Prog Pymt#1: Replace Supernatant Line (STP) (Balance Remaining on Contract \$200,775)	189,263.75
24	Grainger	Miscellaneous Maintenance Tools & Supplies	1,326.73
25	Industrial Vacuum	Weekly Rental of Hurricane Vacuum for Removing Filter Media @ STP	6,060.00
26	InfoSend, Inc.	December Processing Fee for Water Bills (\$1,286), Postage (\$4,162) & Monthly Support Fee	6,441.56

Seq	Payable To	For	Amount
27	Kaiser Foundation Health Plan	DMV/DOT Physical & Pre-Employment Test	180.00
28	KP Promotions	Jacket w/NMWD logo	57.51
29	Lincoln Life Employer Serv	Deferred Compensation 1/15/24 PPE	10,038.59
30	Mallory Safety and Supply LLC	Hand Held Gas Detector	102.17
31	Mutual of Omaha	Feb 2024 Group Life Insurance Premium	1,277.54
32	Nationwide Retirement Solution	Deferred Compensation 1/15/24 PPE	4,035.74
33	Network Adjusters, Inc.	Claim Settlement-Homeward Bound Light Pole Damage	5,870.00
34	Novato Chevrolet Inc.	Parts & Labor for Special Order Key/Fob) ('20 Chevy Colorado)	350.60
35	ODP Business Solutions, LLC	Misc Office Supplies	191.09
36	Pace Supply	Coupling & 8"x 4" Spools (2) (\$2,034)	2,613.73
37	Pacific Coast Petroleum, Inc	Hydraulic Oil for STP Equipment Maintenance	2,121.17
38	Preferred Alliance, Inc.	Pre-Employment Test	42.00
39	Quadient, Inc.	February Postal Meter Rental	143.09
40		Vision Reimbursement	337.90
41		Vision Reimbursement	15.00
42	Scott Technology Group	January Monthly Maintenance on Engineering & Admin Copiers	384.10
43	UC San Diego Foundation	Center for Western Weather & Water Extremes Water Affiliates Group Membership (Williams)	5,000.00
44	Sonoma County Water Agency	December Contract Water	417,683.02
45	SPG Solar Facility XII, LLC	December Energy Delivered Under Solar Services Agreement	6,075.66
46	Township Building Services	December Janitorial Services (STP)	367.86
47	United Parcel Service	Delivery Services for Recertification (STP)	29.19
48	US Bank	December Safekeeping Treasury Securities	103.25



Seq	Payable To	For	Amount
49	VWR International LLC	Bromothymol Blue, Buffer Solution & Oxalic Acid (Lab)	192.50
50	Waste Management	Waste Disposal	1,131.75
51	Watkins, Jeff	Exp Reimb: Hotel & Meals (Basic Inspection of Terminals Training)	393.94
52	White & Prescott	Prog Pymt#36: Binford Road Water Line Easement (Balance Remaining on Contract \$28,190)	2,565.00
53		Vision Reimbursement	153.69
51	Young, Katie	Novato "Toilet" Rebate Program	250.00
52	ZORO	Utility Knives (2) & Non-Illuminated Push Buttons (2)	323.62
<b>TOTAL DISBURSEMENTS</b>			<b><u>\$1,744,003.80</u></b>

The foregoing payroll and accounts payable vouchers totaling \$1,744,003.80 are hereby approved and authorized for payment.

Auditor-Controller      Date 1/23/24

General Manager      Date 1/23/24

## **DISBURSEMENTS - DATED FEBRUARY 1, 2024**

Date Prepared 1/29/24


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	Retro-active & MOU Payroll Adj Paid 01/26/24	101,210.16
90671*	Internal Revenue Service	Federal & FICA Taxes Payroll Adj Paid 01/26/24	63,354.51
90672*	State of California	State Taxes & SDI Payroll Adj Paid 01/26/24	15,883.72
90673*	CalPERS	Pension Contribution - Retro-active Payroll Adj Paid 01/26/24	16,056.02
90669*	Amazon	Computer Supplies, Kitchen Supplies, Voltage Regulator/Transformers (2), LED Lights, AMI Antenna Tube Clamps (50), Service Award & Solenoid Valve	1,827.02
90670*	US Bank Card	GFOA Training (Calculating Net Investments & Budget Process), iPads (Construction and Operations) (3) (\$828), AT&T-Internet Services for PRTP & Gallagher Well #2, Computer Supplies, 2024 Labor & Law Posters (3), Zoom for Board Meetings, End of Year Luncheon (\$5,746) & Conductor Line Cord	8,085.64
1	Alameda Electrical Distributors	1" PVC Pipes (6)	105.40
2	All Star Rents	Electrical Breaker & Supplies Rental (2 Days) (STP)	261.45
3	Asbury Environmental Services	EPA Fee Manifests, Used Metal Oil & Gas Filters Disposal	60.00
4	Backflow Distributors	Check Assemblies Repair Kit	442.61
5	Beissmann, Nohemi	Novato "Toilet Rebate" Program	125.00
6	Bender & Co Inc, Matthew	Water Codes Volume 10 & 24	1,950.65
7	Benjamin Franklin Plumbing	Toilet Repair (Maintenance Building)	229.00
8	Bramante, Dominic	Refund Overpayment on Closed Account	100.00
9	California Association of Mutual Water Companies	Annual Membership (1/24-1/25)	500.00

Seq	Payable To	For	Amount
10	Charles Custom Welding	Welding Services for Actifloc Filters (STP)	10,500.00
11	Electrical Equipment Co	Replacement Motors for San Marin Pump Stations P1 & P3	23,652.45
12	Evoqua Water Technologies LLC	Deionized Water System for New Lab	26,091.00
13	Ferguson Waterworks	Replacement Registers for Neptune Meters (20)	4,068.76
14	Fike, William	Exp Reimb: Safety Boots	140.00
15	FLW, Inc.	Replacement Control Solenoid for STP Control Valves (4) (\$3,155) & San Marin Pump Station	3,875.70
16	Grainger	Miscellaneous Maintenance Tools & Supplies	3,054.80
17	Home Depot	Engineering Hammers (2), Wrecking Bars (3), Chisel & Rapid Set Concrete (100) (\$1,710)	2,089.53
18		Vision Reimbursement	40.00
19	LGVSD	Recycled Water Deliveries (10/1/23-12/31/23)	5,369.22
20	MacArthurCo	Aquatapoxy (2 gal) (Crest Pump Station)	392.96
21	County of Marin	Encroachment Permits (145 Mesa Road-W.M. & 229 Montego Key)	1,280.62
22	Miller Pacific Engineering	Prog Pymt#10: Admin Renovation Project (\$4,967) & Prog Pymt#11: Cherry Hill Pump Station Retaining Wall Replacement (\$9,992) (Balance Remaining on Contract \$3,377)	14,959.30
23	New Pig Corporation	Chemical Absorbent Mats (500) (STP)	778.02
24	Noll & Tam Architects	Prog Pymt#32: Headquarters Upgrade Architectural & Engineering Services (Balance Remaining on Contract \$63,197)	10,776.25
25	Novato Sanitary District	August (\$48,834), September (\$33,777), October (\$34,503), November (\$6,487) 2023 RW Operating Expenses & Treatment, Disposal from Stafford Lake Water Treatment Plant (10/23-12/23) (\$1,389)	124,990.52
26	Nute Engineering	Prog Pymt#12: Design & Engineering for Oceana Marin Force Main 1A (Balance Remaining on Contract \$49,053)	222.00

Seq	Payable To	For	Amount
27	Pace Supply	Elbows (8), Caps (4), Spools (6) (\$2,999), Double Check Detector Assembly (\$4,423), Flange Valve Setter (\$1,010), Couplings (17) (\$9,307), Nuts (200), Flanges (7) (\$1,535), Tees (5) (\$2,775), Valves (6) (\$15,482) & Gaskets (60) (\$1,616)	39,771.67
28	State Water Resources Control	T4 Application Fee (Foster) & D5 Exam Fee (Garrett)	260.00
29	Takazono, Rylan	Novato "Washer Rebate" Program	100.00
30	Tamagno Green Products	Sludge Removal from STP (30 yds)	1,350.00
31	USA BlueBook	Black Pearl Grease (12) (STP)	188.17
32	Wine Country Water Works Association	Registration Fee for Backflow/Cross Connection Training (Kurfirst)	70.00
<b>TOTAL DISBURSEMENTS</b>			<b><u>\$484,212.15</u></b>

The foregoing payroll and accounts payable vouchers totaling \$484,212.15 are hereby approved and authorized for payment.

 01/30/24  
 Auditor-Controller Date

 1/30/24  
 General Manager Date

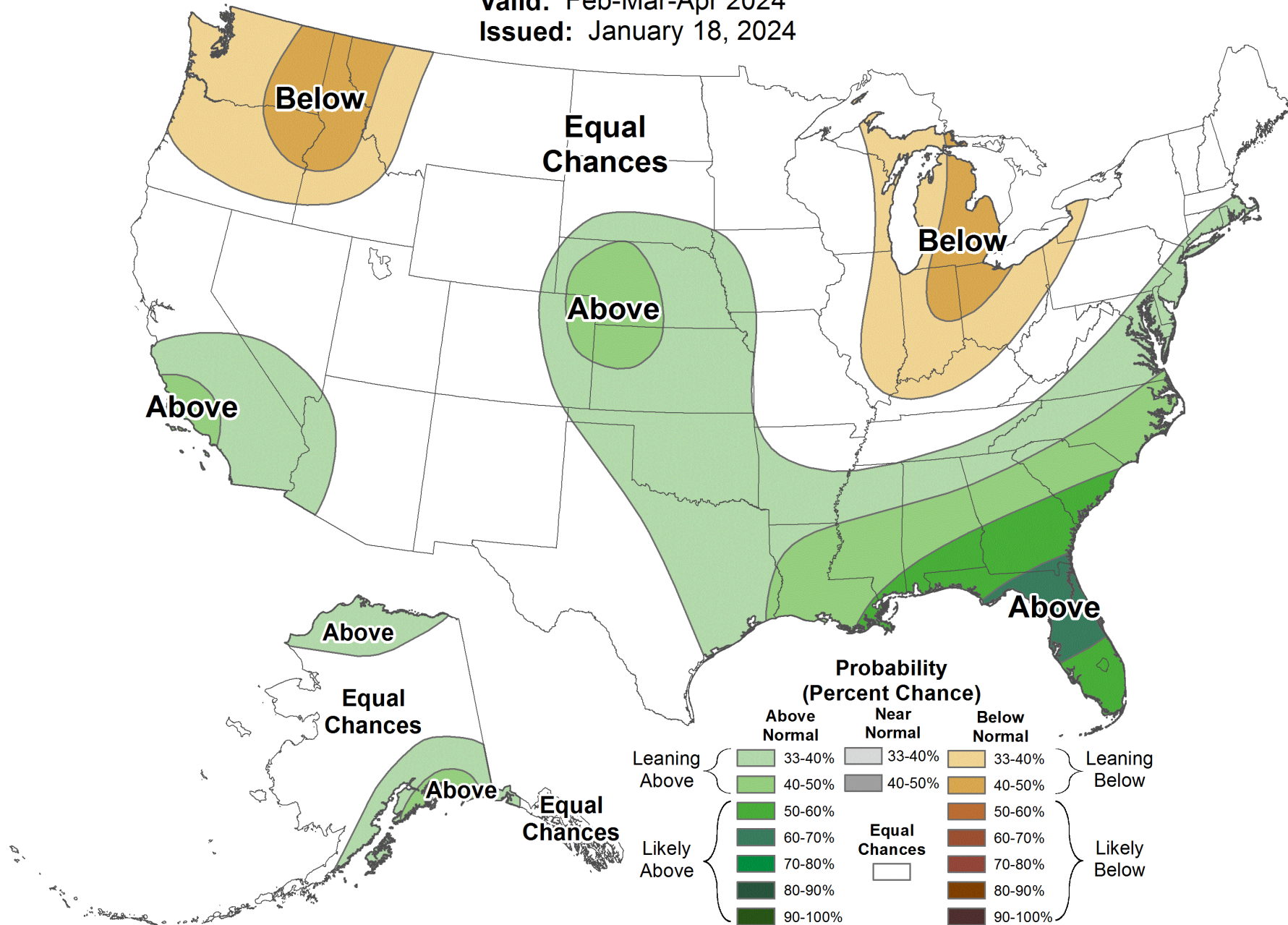




# Seasonal Precipitation Outlook



Valid: Feb-Mar-Apr 2024  
Issued: January 18, 2024

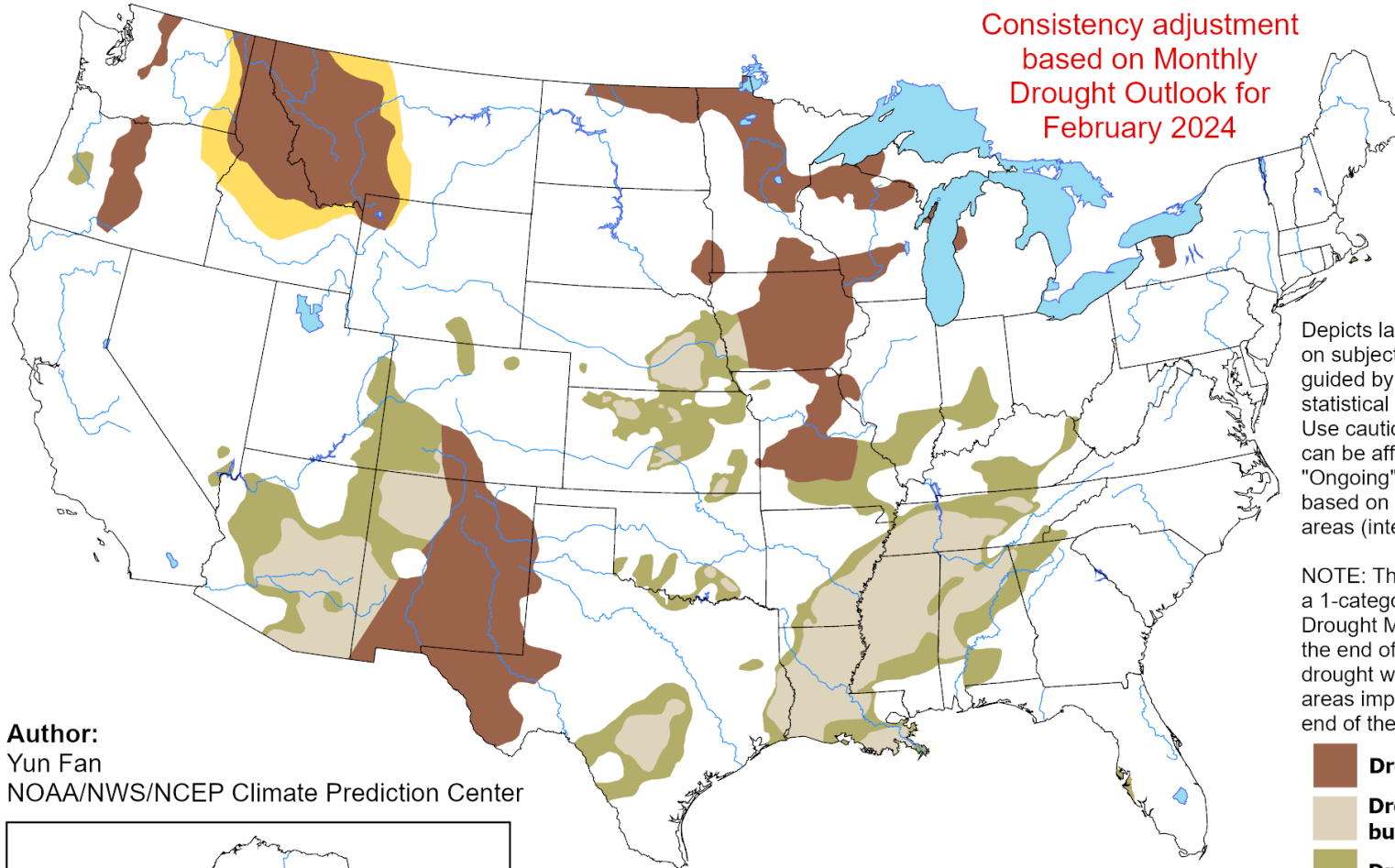


# U.S. Seasonal Drought Outlook

## Drought Tendency During the Valid Period

Valid for February 1 - April 30, 2024  
Released January 31, 2024






Consistency adjustment  
based on Monthly  
Drought Outlook for  
February 2024

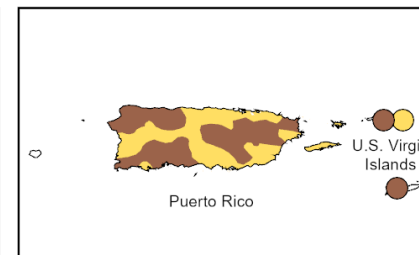
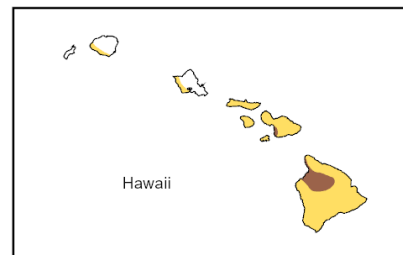
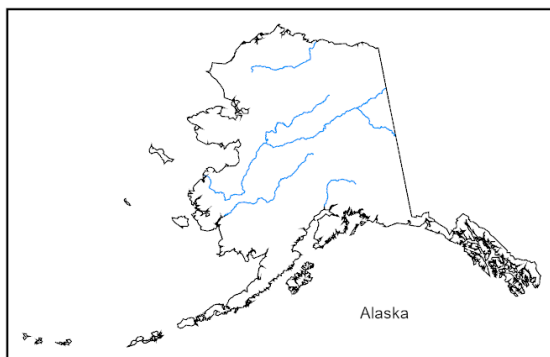


Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived events. "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to D4).

NOTE: The tan areas imply at least a 1-category improvement in the Drought Monitor intensity levels by the end of the period, although drought will remain. The green areas imply drought removal by the end of the period (D0 or none).

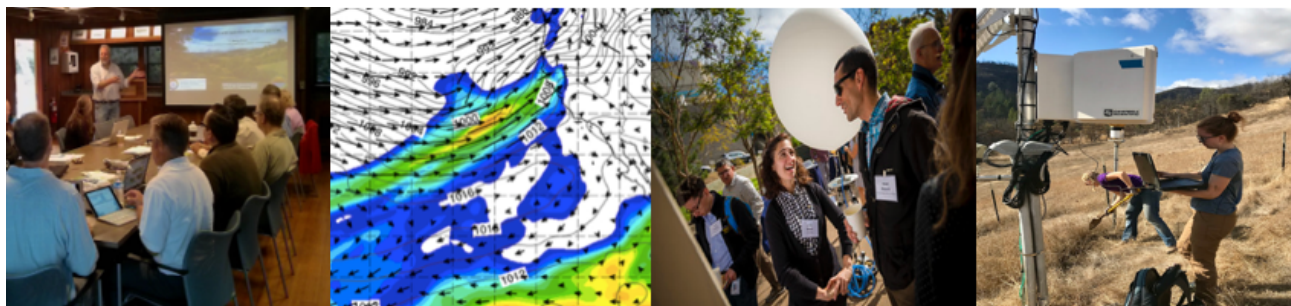
**Author:**  
Yun Fan  
NOAA/NWS/NCEP Climate Prediction Center

-  **Drought persists**
-  **Drought remains, but improves**
-  **Drought removal likely**
-  **Drought development likely**
-  **No drought**



<https://go.usa.gov/3eZ73>

## Water Affiliates Group



*Join other water leaders to shape strategies to advance understanding of atmospheric rivers and droughts and improve water management, mitigate flood risk, and increase water supply reliability.*

[Information, Tools, & Technologies](#)

[Join WAG](#)

[WAG Events](#)

[Partners](#)

[Membership Tiers](#)

CW3E leads science-based Atmospheric River and Forecast-Informed Reservoir Operations (FIRO) efforts to optimize weather, climate and water forecasts—providing water managers with tools to improve operations, increase water supplies, and promote public safety. Membership with the Water Affiliates Group is an opportunity to inform research strategies on operational tools to support core water management services.

### **CW3E Provides Actionable Information, Tools, and Technologies**

*Water Supply Reliability*

*Observations*

*Flood Management*

*Forecasting*

*GHG Mitigation*

*Decision Support*

*Groundwater recharge*

*Climate Outlooks: Months to Decades*

*Public safety*

*Hazard Assessment*

### **Why Join the Water Affiliates Group?**

- Share your perspective with CW3E to tailor specific weather information for water managers for improved operations, increasing water supply while maintaining critical flood risk management

- Connect with like-minded water leaders to share best practices in Forecast-Informed water operations

## 2024 Water Affiliates Group Member and Community Events

WAG Roundtable

Spring & Fall

Scripps Oceanography

### All Water Affiliates Group Members



### Founding Members



The City of San Diego Public Utilities Department is actively pursuing ways to increase water supplies and options. Collaborating with the Center for Western Weather and Water Extremes supports efforts to integrate the best available science and forecasting tools into water resource management and exemplifies the Department's proactive approach to safeguarding reliable water supplies.





**East Bay Municipal Utility District** is committed to providing reliable, high-quality drinking water and wastewater service through sustainable activities that avoid, minimize or mitigate adverse effects to the environment and the public. Sustainability and resilience are essential principles that guide the actions of EBMUD in meeting the needs of customers.



**Fresno Metropolitan Flood Control District** provides to the citizens living within its boundaries, the ability to control and manage the flood, storm, and surface and groundwater resources of the area so as to prevent damage, injury, and inconvenience; to conserve such waters for local, domestic and agricultural use; and to maximize the public use and benefit of the District's programs and infrastructure.



**Irvine Ranch Water District (IRWD)** is dedicated to providing, conserving, and maximizing the efficient use and reuse of water and renewable resources to benefit their customers and to enhance the environment. IRWD manages its supply and demand with careful research and analysis regarding flow, diversions, climate, customer demand and population estimates to ensure there will be an adequate supply of clean, reliable water.



**Orange County Water District's (OCWD)** ability to reduce reliance on imported water depends on increasing capture of storm water released from Prado Dam. Current flood control manuals allow temporary capture of up to 20,000 acre-feet of water. With CW3E, advancing research observations for unique region-specific forecasts may permit Prado Dam to capture up to 30,000 acre-feet of water behind the dam and direct it to groundwater recharge.



**San Bernardino Valley Municipal Water District (SBVMWD)** has led the effort to enhance groundwater storage throughout the upper Santa Ana River Watershed. As climate change influences the hydrologic cycle, water managers need to prepare for potentially extreme shifts in precipitation. By collaborating with CW3E, SBVMWD is preparing for maximum adaptation and resiliency in the face of unknown future conditions. SBVMWD plans to collaborate with CW3E to assess both risks and opportunities for various groundwater recharge projects and incorporate Forecast-Informed Reservoir Operations (FIRO) modeling into water resource planning.



**San Diego County Water Authority** is working with CW3E to assess how better precipitation forecasts at a range of timescales can improve reservoir management in the San Diego region- maximizing local water supply and the reliability of water resources and improving the ability of water managers to make real-time decisions for

managing limited water supplies.



**San Francisco Public Utilities Commission (SFPUC)** depends on accurate weather forecasts to optimize management of water resources by meeting competing objectives including maximizing water supply, ensuring dam safety, environmental stewardship, green hydropower production and recreation. CW3E models and data products provide critical information for the management of the SFPUC reservoirs and dams.



**Salt River Project (SRP)** was established in 1903 to coordinate the management of water supplies for shareholders of the Salt River Valley Water Users' Association in Arizona. Over the past 100+ years, SRP's expertise has grown into the conjunctive management of the 13,000-square-mile Salt River and Verde River watersheds that produce SRP's surface water supplies; seven dams and reservoirs; more than 260 groundwater wells; three water-banking projects; and a vast electric generation, transmission and distribution system spanning multiple states to serve a 2,900-square-mile electric and 375-square-mile water service area in central Arizona. SRP strives to protect the water rights of its shareholder while also protecting the Salt and Verde river watersheds in a way that benefits all of those who depend on these rivers. This includes conducting research, working on watershed restoration efforts, and collaborating with water users and communities across the state.



**Sonoma Water (SW)** is responsible for wholesale water supply, flood risk management, and wastewater management. Because these operations are significantly impacted by ARs, SW has partnered with CW3E to assist in various applied research programs and other programs to help mitigating such impacts. Specifically, SW is partnering with CW3E on leading the implementation of FIRO at Lake Mendocino resulting in several major deviations being approved by the US Army Corps of Engineers to save up to 11,650 acre feet of water annually.



**Turlock Irrigation District's (TID)** ability to protect against flood events depends on being able to more accurately forecast large rain events. In both 2017 and 2019, CW3E models gave TID time to create space in the reservoir through pre-flood releases to minimize the effects of storms forecasted to hit the area. In 2018, a dry year, the accuracy of CW3E models to forecast extreme weather events gave TID confidence to hold on to 150,000 acre-feet of water that would have been released otherwise.



**Valley Water** is committed to providing Silicon Valley safe, clean water for a healthy life, environment, and economy. Valley Water's vision is to be nationally recognized as a leading water resources management agency.



**Yuba Water Agency** is dedicated to continuing to improve water supply management, especially reducing the risk of flood events. CW3E atmospheric river forecasting enhancements are being used to complement Yuba Water's plans to build a \$225 million secondary spillway at New Bullards Bar Dam, to provide early reservoir flood releases. The combination of new infrastructure and forecasting improvements is increasing public safety for the Yuba-Feather and surrounding regions.

### Other Members



**Marin County Department of Public Work** consists of 20 divisions that work together to provide the community of unincorporated Marin with quality services, maintain and improve public infrastructures and facilities, and support the preservation of Marin's unsurpassed beauty. The Flood Control Division is responsible for developing and maintaining a variety of flood reduction projects and working to address the impacts of climate change and sea level rise.



**Marin Municipal Water District** was chartered on April 25, 1912 and is the first municipal water district in California. Today, the District provides clean, reliable drinking water to more than 191,000 people in central and southern Marin. About 75 percent of the District's water supply comes from its seven reservoirs located on Mt. Tamalpais and in west Marin, with the remaining supply coming from neighboring Sonoma County's Russian River water system. Marin Water is interested in improved forecasting that will inform its water management decision making.



**Modesto Irrigation District (MID)** provides electric, irrigation and domestic water services for its customers, delivering the highest value at the lowest cost possible through teamwork, technology, innovation and commitment.



**North Marin Water District (NMWD)** is an independent special district that provides potable and recycled water to over 62,000 residents in the northern and western portions of Marin County. Approximately 20% of the NMWD water supply is provided locally through Stafford Lake, formed by Stafford Dam and the remaining supply is from Sonoma Water. The safety and benefits of Stafford Dam are of primary importance to NMWD and therefore understanding short and long term impacts as well as possible benefits from ARs is the key reason for the partnership with CW3E.



**Santa Clarita Valley Water (SCV)** provides responsible water stewardship to ensure the Santa Clarita Valley has reliable supplies of high quality water at a reasonable cost. We implement programs to ensure our service area's supplies, which consist of both local groundwater and recycled water, and imported water from the State Water Project, other water contracts, and water banking programs, are sustainable. Furthering atmospheric weather forecasting, basin runoff forecasting, and understanding of western weather phenomenon can improve our ability to manage and optimize these resources.



**Seattle Public Utilities (SPU)** fosters healthy people, environment, and economy by partnering with our community to equitably manage water and waste resources for today and future generations. The utility provides reliable, safe, and high-quality drinking water to 1.5 million customers and plans, builds, operates, and maintains Seattle's stormwater and wastewater systems. Weather forecasts, modeling, and technical expertise are used to manage our water resources efficiently, balance objectives for people and fish, plan and build resilient investments, and prepare for and respond to storm events. Partnering with CW3E will give us access to leading research, forecast tools, and insights on atmospheric rivers impacting our region that will help inform our operational decisions and improve our storm preparedness.



**Water Replenishment District (WRD)** is the largest groundwater agency in the state of California, managing and protecting local groundwater resources for over four million residents. WRD's service area covers a 420-square-mile region of southern Los Angeles County, the most populated county in the United States. The 43 cities in the service area, including a portion of the City of Los Angeles, use about 250,000 acre-feet (82 billion gallons) of groundwater annually which accounts for approximately half of the region's water supply. WRD ensures that a reliable supply of high-quality groundwater is available through the use of recycled water and stormwater capture. WRD is responsible for monitoring and testing groundwater throughout the region using effective management principles.

### **Annual Membership**

Members receive tiered levels of access and visibility at CW3E Member and Community events with invitations to attend and present and quarterly newsletters. Membership support workshops and conferences for members as well as education, outreach, and innovation at CW3E. Membership is tax-deductible.

#### **Platinum Level**

- 2 invitations to participate in WAG Roundtable Meeting hosted by Scripps
- 2 invitations to Annual FIRO Workshop



- 2 invitations to Executive Briefings
- 2 invitations to select CW3E programming
- 3 copies of *Atmospheric Rivers* by Ralph, Dettinger, Rutz, and Waliser (\$300 value)

#### Gold Level

- 1 invitation to Annual FIRO Workshop
- 1 invitation to select CW3E programming
- 2 copies of *Atmospheric Rivers* by Ralph, Dettinger, Rutz, and Waliser (\$200 value)

#### Associates Level

- Option to additionally sponsor WAG Member and Community Events a la carte
- 1 copy of *Atmospheric Rivers* by Ralph, Dettinger, Rutz, and Waliser (\$100 value)

**F. Martin Ralph, Ph.D.**

Director, CW3E

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**Vanessa Scott**

Corporate Relations & Innovation

vscott@ucsd.edu

To receive updates on CW3E research, forecast tools, and webinars [sign up for the CW3E newsletter](#).



**F. Martin Ralph, Ph.D., Director**

**Center For Western Weather and Water  
Extremes (CW3E)**

Scripps Institution of Oceanography  
University of California, San Diego  
9500 Gilman Drive  
La Jolla, CA 92093

[Directions](#)

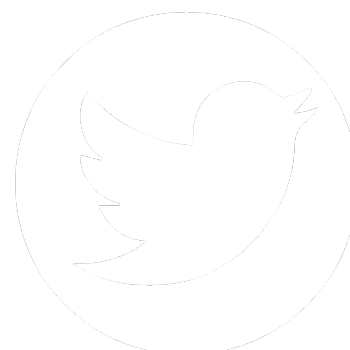
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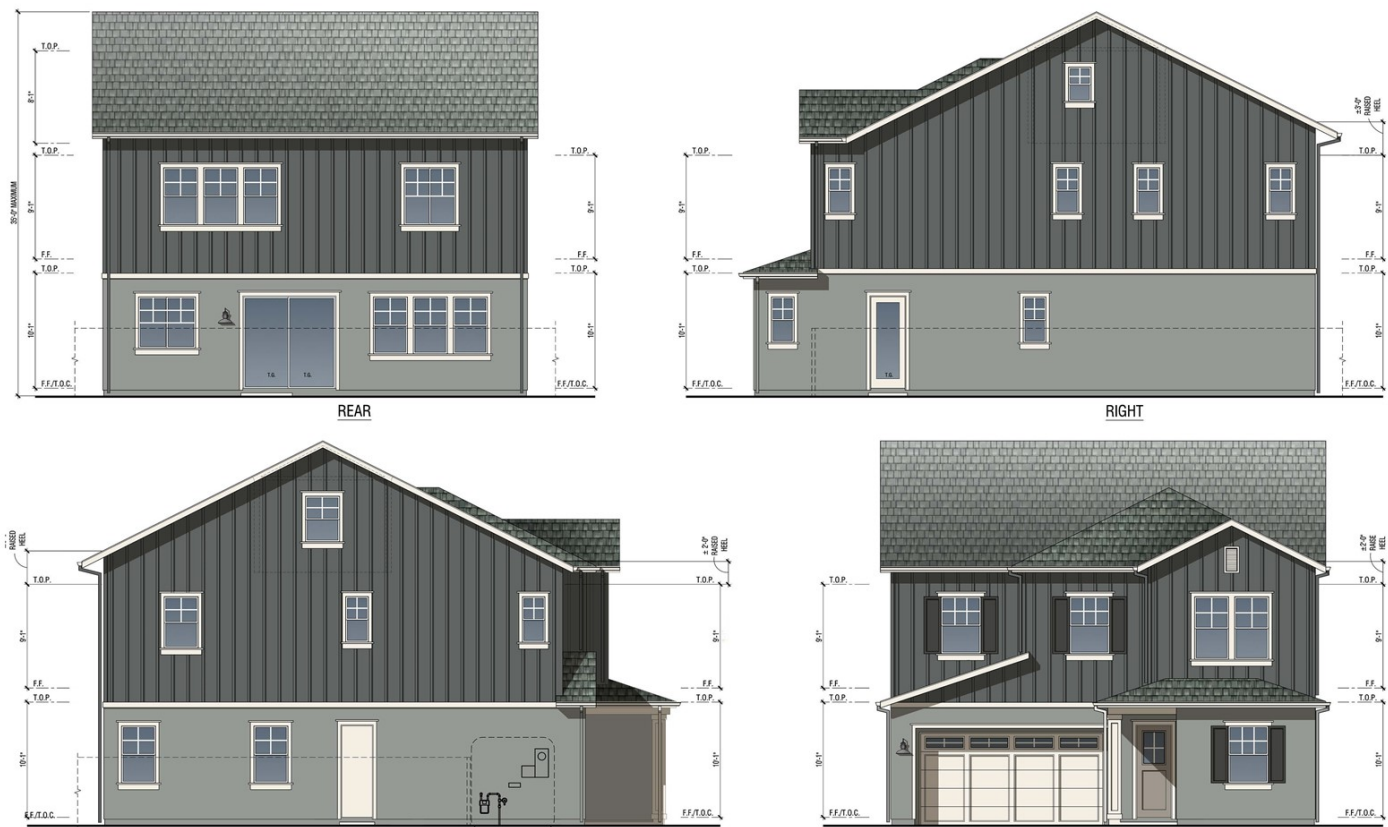
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# Plan for 130 residences wins council's approval

Developers clear hurdle for Valley Oaks North project



A city advisory stands Thursday at the 38-acre site designated for the Valley Oaks North development in Novato. ALAN DEP — MARIN INDEPENDENT JOURNAL



A set of design renderings for the project, which will include a mix of detached homes, townhomes and junior accessory dwelling units. CAMPUS PROPERTY GROUP

BY GIUSEPPE RICAPITO

[GRICAPITO@MARINIJ.COM](mailto:GRICAPITO@MARINIJ.COM)

The Novato City Council has unanimously approved a 130-home development north of San Marin Drive.

The council voted on the Valley Oaks North project at its meeting on Jan. 9. Campus Property Group LLC, a developer based in Sonoma County, plans to build the homes on a 38-acre site along Redwood Boulevard.

“Tremendous progress. It’s been a long labor of love for you both,” Mayor Mark Milberg said to the firm’s principals, Michael Hooper and Robert Upton.

The development will include 61 single-family residences — 49 with junior accessory dwelling units — and 20 townhomes, said Brett Walker, a city planner.

Forty-nine detached homes will range from 2,500 to 3,000 square feet. Twelve attached single-family homes will be 1,900 feet. The townhomes will be between 1,800 and 2,100 square feet. The junior accessory dwelling units will be between 150 and 500 square feet.



The project includes eight residences for low-income households and 12 classified as moderate-income dwellings in the condominiums and detached homes, in accordance with the city's affordable housing requirements.

Councilmember Susan Wernick said the combination of affordable residences and outdoor recreational opportunities would benefit underserved residents in the city. "Kids love to run and throw a ball and jump and roll and that's really what they need," she said. "I don't want to do anything that could slow this down and slow down the production of affordable units in the community."

The developers plan walking paths, picnic tables, seating areas, bocce, a shade structure, outdoor exercise equipment, bicycle racks and a pedestrian bridge.

The council paid particular attention to the community amenities that the development would include, particularly the preservation of about 20 acres of open space featuring steep slopes, oak woodlands and wetlands.

Councilmember Pat Eklund said the proximity of the outdoor resources is important to maintaining safety for youths. She said she advocated for cleared space and grass in Valley Oak South.

"If I lived here I would not want my kids to walk that far, especially if they are 8 or 9 or 10, 11," she said.

Upton said the property posed development challenges such as underground PG&E lines, wetlands, trees and other impediments.

"This is a beautiful property but it comes with a lot of constraints, a lot of complexity," he said.

The environmental review found that the project impacts could involve biological resources, cultural resources, geology and soils, noise, tribal cultural resources and wildfires. The town's mitigation plan intends to reduce the impact to less-than-significant levels.

Community members previously voiced concerns about the proximity of the development to the Buck Institute for Research on Aging, which is in an area prone to landslides.

The project is considered a pipeline project, or one that was under development while the city's housing element was being prepared. The state has mandated that Novato facilitate the creation of 2,090 new homes between 2023 and 2031 while also "affirmatively furthering fair housing." The city's housing element has projected 2,423 total dwellings during the period.

The Marin County Airport Land Use Commission said the project will comply with federal regulations governing residential projects near airports. The project site is about a mile

from the Marin County Airport, also known as Gness Field, across Highway 101.

The Planning Commission recommended adoption of the project on Nov. 13.

Construction is tentatively set to begin this year.

# Water agency goal focuses on employees, customers

Improved culture for workers, more connection with public



Unionized employees at the Marin Municipal Water District rally over contract negotiations in July. A new district goal calls for improving organizational culture and values for employees. PHOTOS BY SHERRY LAVARS — MARIN INDEPENDENT JOURNAL, FILE





A union worker addresses the Marin Municipal Water District board in July.

BY ADRIAN RODRIGUEZ

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The Marin Municipal Water District is proposing ways to enhance its workplace culture and customer experience as managers continue to develop a five-year strategic plan.

A presentation at the Jan. 9 meeting of the district's board reviewed four objectives that officials said are key to "organizational excellence," one of five goals that will be packaged into the strategic plan. Other focus areas of the plan include water supply, fiscal responsibility, watershed stewardship and creating a resilient water system.

Each area has been broken out for separate discussions with the district's board over the past two months.

"It's important to note that Marin Water is a 24/7, 365-day-a-year operation," said Adriane Mertens, the district's communications manager. "This goal is really about how we can continuously evolve and elevate the organization as it aligns with our values to ensure we can be at our best 24/7."

The district employs nearly 250 workers in 25 departments who are responsible for getting water to more than 191,000 people, according to the utility. The draft plan says the complex water system requires specialized expertise, modern technology, efficient operations and customer engagement.

“To perform at its best, staff must understand the key priorities of the organization and feel job satisfaction, so they are inspired to provide excellent service,” the draft plan says.

The planning comes after a period of labor tensions in the district that prompted demonstrations over raises and benefits. In November, the board approved a 5.4% pay raise for employees represented by Service Employees International Union Local 1021. The raise matches the hike approved in August for non-union employees.

For its “organizational excellence” plan, the district outlined four objectives, each with a subset of tasks.

The first objective involves improving organizational culture and values. It includes tasks such as creating career opportunities through partnerships with organizations in underserved communities; making the hiring process more welcoming; diversity, equity and inclusion training; and increasing employee engagement by including staff comments in decisions, among other efforts.

Board members said they would like to see an educational track in partnership with community organizations that could potentially lead to district employment. They proposed adding some measurability into the plan so they could track progress.

“This is quite comprehensive and it really covers a lot of really important facets of our organization and what will make us stronger and better into the future,” board member Monty Schmitt said.

Schmitt said he would like to see the plan detail what the district is trying to accomplish through its diversity, equity and inclusion training. He said one goal of the work should be “to ensure that everybody feels like they belong.”

The second objective centered around customer experience, including performing an accessibility audit of public facilities; broadening customer awareness with advertising; holding open houses; and being host to school field trips.

Board members said they liked the idea of field trips. Matt Samson suggested adding online tours for those who can’t make the trip.

The third objective includes work around industry growth and leadership. Mertens said ensuring participation in industry associations will enable staff to learn best practices from peers. Other options would be participating in professional development opportunities and collaborating with other water districts.



“This all looks really good,” Samson said.

Lastly, the fourth objective is focused on technology, innovation and process improvements, including internal communication upgrades, employee incentive programs and research partnerships with schools.

“The nexus between water management and the health of the watershed is an incredibly important area of research,” Schmitt said. “There’s value in just learning.”

Other tasks include strengthening succession planning; converting to advanced metering equipment; and updating the online customer bill pay system.

The full draft plan will be submitted for approval on Jan. 30.

# IN YOUR TOWN

## NOVATO

### **City seeks bids for overhaul of bridge**

The city has started the contractor bidding process for a project to rehabilitate the Grant Avenue Bridge.

The bridge, which crosses over Novato Creek between Virginia Avenue and Eighth Street, was built around 1936, Gosia Woodfin, a city engineer, wrote in a staff report.

“The existing roadway width and guard rails on the bridge do not conform to current State standards,” Woodfin wrote. “Pedestrian traffic is currently limited to the north side of the bridge via a separate bridge adjacent to the vehicle bridge.”

The project would including widening the bridge, increasing protections for the bridge foundation and installing new bike lanes and sidewalks. Woodfin said the city could receive up to \$3,219,836 in reimbursements, or nearly 89% of the cost for construction and construction management, through federal grant funding.

The City Council approved the plans and authorized the bid advertisement at its meeting on Jan. 9.

# Candidates have wide differences in politics, issues

Democrat, Republican hopefuls split over 2020 election integrity

BY RICHARD HALSTEAD

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Voters won't have trouble discerning the political differences between two candidates competing for the District 4 seat on the Board of Supervisors in the March 5 election.

Supervisor Dennis Rodoni, a Democrat, is defending his seat against Francis Drouillard of Novato, a former member of the Marin County Republican Central Committee, who has reservations regarding the integrity of the 2020 presidential election.

"Take one state like Pennsylvania," Drouillard said when he and Rodoni met with the Independent Journal editorial board this month. "They certified a vote that had more people that voted than were registered to vote."

The claim, among others made by Georgia Republican Rep. Marjorie Taylor Greene, was fact-checked and deemed false by the cable news outlet CNN in 2021.

Rodoni said, "I truly believe that Joe Biden received the votes he got. I just think that it's not practical to think otherwise if you believe in the system at all. So I have no question about the integrity of this system. I really don't."

Rodoni, who was elected to the Board of Supervisors in November 2016, defended the county's performance in addressing homelessness.

"We've housed over 707 people as of last month's dashboard and 94% of them are still in that housing and still getting services," he said. "Unfortunately, COVID hit in 2020 and we went backwards on the numbers of people that are on the street."

Drouillard said, "It seems like it's all carrot and no stick. It's largely a problem with drug abuse, alcoholism and mental health. We need to force those people to get treatment for those issues before we give them services."

“We’ve also got a lot of grifters and I see them on Binford Road,” he said, “They’re taking advantage of the generosity of Marinites and it’s displacing funds and resources from people that really do need them.”

Drouillard said county supervisors should consider relocating the vehicle camp along Binford Road to the former San Geronimo Golf Course property that the county has optioned to purchase for \$4.5 million, or some other county-owned property.

Rodoni said he supports the county’s plan to move the Marin County Fire Department’s headquarters in Woodacre to a 22-acre portion of the former golf course.

“It’s a perfect location for it,” he said. “It reduces response times three or four minutes from where they currently are.”

Rodoni said he supports Gov. Gavin Newsom’s proposal to convert San Quentin State Prison into a rehabilitation center.

“There are some challenges around that because of the conditions of the buildings and infrastructure, and the cost of it is certainly something of concern,” Rodoni said. “But in the short term, I’m in favor of the governor’s plan.”

Drouillard said, “I think we should retain that state prison. It needs to be improved. There’s a need for more prisons in California. We’ve been letting too many people out.”

Asked about the county’s response to fentanyl deaths, Rodoni said, “Mostly we need to reach into high schools and junior highs to make sure kids are educated about the risks, and we’re doing that. I’m very supportive of having Narcan available and free, and we’re done that widely in the county.”

Drouillard said, “I haven’t heard anyone address the basic problem. It’s coming across our southern border. The basics of it are being manufactured in China, and it’s being put together in Mexico. We need to have some calls to close the border.”

Rodoni said that if he wins another term one of his priorities passing an \$18 an hour minimum wage for the unincorporated areas.

“And I’m hoping that the cities would get on board,” Rodoni said. “The reality is now most people are paying much more than \$18 as a starting pay so I don’t think it’s going to be very impactful on our small businesses. It really is about setting the tone and the policy, making sure that people aren’t getting taken advantage of right down to the worker on the street who’s being picked up.”

Drouillard said, “I am opposed to the government establishing minimum wage requirements, especially for day workers.”

He said that if there were fewer undocumented people competing in the local labor market “people would have to compete with people that are here legally and that would drive wages up.”

Drouillard said, “So I’m more supportive of allowing only people who are here legally to work.”

MARIN MUNICIPAL

# Water district reservoirs all reach 100% capacity

Officials hopeful about supply as rain soaks county



Runoff flows down the Bon Tempe spillway in Fairfax on Wednesday. A series of storms brought the Marin Municipal Water District reservoirs to 100% capacity this week. PHOTOS BY SHERRY LAVARS — MARIN INDEPENDENT JOURNAL





A sign posted near Lake Lagunitas reminds people that swimming, playing or allowing pets in the water is prohibited.

**BY ADRIAN RODRIGUEZ**

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All seven reservoirs managed by the Marin Municipal Water District hit 100% capacity this week even as more heavy rain is set to soak the county, the district reported.

“All of them are spilling,” Lucy Croy, the district’s water quality manager said. “So that’s good to see, and hopefully we can maintain that through the spring.”

A series of stacked storms that subsided Wednesday dropped nearly 8 inches of rain into Lake Lagunitas, bringing this season’s district rainfall total to 33.82 inches. That is 122% of the historical average for the date, the district said.

At the start of the water year, which begins Oct. 1, district reservoirs were already at 86% capacity, Croy said. This is the highest level on record in 40 years since Kent Dam was raised and the total capacity of all the reservoirs increased to 79,566 acre-feet, she said.

The district was able to beat the previous 83% record for the date set in 2020, Croy said. Because of heavy rain last season, the utility maximized its purchase of supplemental water

from Sonoma County in the early summer and fall, creating favorable storage conditions, Croy said. That, paired with wet weather this fall and early winter, enabled the district to reduce its need to ship in water from the north. “It’s not every year that our storage, that our reservoirs all fill up, so it’s good to see,” Croy said. “It’s great to have that historical high at the beginning.”

The district serves 191,000 residents in central and southern Marin. Sonoma County’s reservoirs, Lake Sonoma and Lake Mendocino, provide about 25% of the district’s supply.

“Both are above average for this time of year, so everyone seems to be doing well,” Croy said.

The North Marin Water District, which serves the greater Novato area and parts of western Marin, receives about 75% of its supply from the Sonoma County reservoirs.

The district’s reservoir at Stafford Lake in Novato is at 67% of capacity, above the 63% average for this time of year.

The lake will need about another 12 inches of rain before it reaches its capacity, potentially spilling, said Tony Williams, general manager of the district.

“It is important to understand the significant hydrologic differences between the Novato Creek watershed that our one reservoir relies upon and the Mt. Tam watershed that all but two of MMWD’s reservoirs rely on,” Williams said. “Novato Creek receives about a third or less of what Mt. Tam receives.”

For example, the county’s Mill Valley/Mount Tamalpais rain gauge has recorded 38.93 inches for the season, Williams said.

The gauge next to Stafford Lake shows 13.91 inches for the year.

Williams said the numbers are fairly normal for Stafford Lake this time of year.

The positive water supply numbers come as an El Niño-driven storm brews in the Pacific, according to the National Weather Service.

The wind-whipped storm is expected to touch down in Marin County on Tuesday night or early Wednesday, bringing lots more rain, said Rick Canepa, a forecaster.

“This large-scale jet stream across the Pacific is tapping into subtropical moisture,” Canepa said. “There is very heavy rain potential, and strong south-to-southwest winds.”

On average, El Niño conditions tend to mean more rainfall in the Mount Tamalpais watershed, but not always, Croy said.

If the rain continues, the district would likely maintain above-average conditions, Croy said.

But if it takes a turn for the worse, the district could be in drought conditions in as soon as 18 months, she said.



“The importance of water efficiency and conservation is no less now, even though it’s rained,” board member Jed Smith said. “Now’s the time, frankly, to look at your lawns, look at your landscape, at your habitat and do your best to conserve.”

Ranjiv Khush, the board president, agreed.

“We have small buckets, they fill very quickly,” Khush said. “They also empty very quickly, hence, conservation as well as improving resilience of that supply just remains mission critical.”

COMMENTARY

## California regulators want to spend billions to reduce a fraction of water usage

 BY DAN WALTERS  
JANUARY 26, 2024



María Dolores Díaz, who lives in Fresno County, keeps a bowl in the sink while she washes her hands to save water. Photo by Larry Valenzuela, CalMatters/CatchLight Local

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### IN SUMMARY

Household use is a tiny fraction of California's overall water supply, but the state wants to spend billions of dollars to

make a tiny reduction in that already infinitesimal bit of water consumption.

Hydrologists measure large amounts of water in acre-feet – an acre of water one-foot deep, or 326,000 gallons.

In an average year, [200 million acre-feet of water fall on California](#) as rain or snow. The vast majority of it sinks into the ground or evaporates, but about a third of it finds its way into rivers. Half of that will eventually flow into the Pacific Ocean.

That leaves approximately 35-40 million acre-feet for human use, with three-quarters being applied to fields and orchards to support the state’s agricultural output, and the remaining quarter – 9-10 million acre-feet – being used for household, commercial and industrial purposes.

In other words, nearly 39 million Californians wind up using about 5% of the original precipitation to water their lawns, bathe themselves, operate toilets and cook their food.

That number is important because it is such a tiny amount, even though the state’s perennial household water conservation programs imply that taking fewer showers or reducing lawn watering will somehow solve the state’s water problems.

The ludicrous nature of those propagandistic appeals is quite evident in the state [Water Resources Control Board’s new plan](#) to force local water agencies into cutting household water use even more, no matter the multibillion-dollar cost, and with penalties if they fail to meet quotas.

The water board says the plan, which was authorized by the Legislature in 2018, would reduce household use by 440,000 acre-feet a year when fully implemented. That would be about 5% of current use, which is only about 5% of average precipitation – scarcely a drop in the bucket.

The [plan is drawing some well-reasoned criticism](#) from two independent observers, the Legislative Analyst Office, an arm of the Legislature, and the Public Policy Institute of California, the state’s premier think tank.



#### ENVIRONMENT

### California’s proposed water conservation rules too stringent and costly, analysts say

by Rachel Becker    JANUARY 4, 2024

The LAO, in a [report to the Legislature](#), said the plan “will create challenges for water suppliers in several key ways, in many cases without compelling justifications.”

In essence, the LAO said, local water agencies would have to jump through the state’s hoops by spending billions of dollars for a tiny reduction in overall water use that could have an adverse impact on low-income families.

The PPIC is [similarly skeptical](#), summarizing the plan as “very high cost for little benefit.” PPIC fellows David Mitchell

and Ellen Hanak also pointed out its effects on low-income communities and the difficulty it would impose on local governments' programs to plant and maintain trees as a shield against hot summer weather.

California does indeed have a water supply problem, mostly because its political leaders for decades have failed to expand the state's water infrastructure that had been built during the mid-20th century.

Household use is not the problem. It cannot be because it is such a tiny part of the overall water picture and actually has declined, in relative terms, as the state's population reached 40 million, more than twice what it was when the last major water works were constructed.

The major mismatch of demand and supply occurs in the two largest categories of water use, agriculture and the environment. Agricultural water agencies and environmental groups have been jousting for decades in the Legislature, in Congress, in courts and in regulatory agencies such as the water board over how much water farmers can draw and how much should remain in rivers to protect habitat for fish and other wildlife.

That's the issue that must be resolved by reallocating existing supplies, building new storage and/or creating new supplies, such as desalination of seawater. Spending billions of dollars to save a few gallons of household water is just an expensive exercise in virtue-signaling that accomplishes virtually nothing.



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CLOSED SESSION ITEM