



**NORTH MARIN
WATER DISTRICT**

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

Information about and copies of supporting materials on agenda items are available for public review at the District Office, at the Reception Desk, by calling the District Secretary at (415) 897-4133 or on our website at nmwd.com. A fee may be charged for copies. District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District Secretary as soon as possible, but at least two days prior to the meeting.

Item	Subject
	CALL TO ORDER
1.	APPROVE MINUTES FROM REGULAR MEETING , July 16, 2024
2.	GENERAL MANAGER'S REPORT
3.	OPEN TIME: (Please observe a three-minute time limit)
	This section of the agenda is provided so that the public may express comments on any issues not listed on the agenda that are of interest to the public and within the jurisdiction of the North Marin Water District. When comments are made about matters not on the agenda, Board members can ask questions for clarification, respond to statements or questions from members of the public, refer a matter to staff, or direct staff to place a matter of business on a future agenda. The public may also express comments on agenda items at the time of Board consideration.
4.	STAFF/DIRECTORS REPORTS
	ACTION CALENDAR
5.	Approve: Consulting Services Agreement for West Marin Water Rate Study with Hildebrand Consulting
6.	Approve: Agreement with Sonoma Water for Water and Energy Efficiency Grant Reimbursement
	INFORMATION ITEMS
7.	Interim District Strategic Planning Update
8.	Administration & Laboratory Upgrade Project – Construction Update
9.	MISCELLANEOUS
	Disbursements – July 18, 2024
	Disbursements – July 25, 2024
	Disbursements – August 1, 2024
	NOAA Drought Outlook
	Cross Connection Control Policy Handbook effective July 1, 2024 – SWRCB
	Letter from SCWA to SWRCB, July 17, 2024, re Notice of Change in Russian River Hydrologic Conditions
	Lake Mendocino Storage
	<u>News Articles:</u>
	Marin IJ – Reservoir levels still top norm amid heat – MARIN WATER DISTRICTS
	Marin IJ – Marin ballots for Nov. election filled with open seats – FILING PERIOD STARTS
	Marin IJ – Dam spillway plan could increase storage capacity – MARIN MUNICIPAL
	Marin IJ – Special districts can lean on institutional advertising – DICK SPOTSWOOD
	Pt. Reyes Light – Green Bridge plans updated by Caltrans
	Pt. Reyes Light – County plans bigger restroom expansion
10.	ADJOURNMENT

1

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

CALL TO ORDER

President Baker called the regular meeting of the Board of Directors of North Marin Water District to order at 4:01 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, Auditor-Controller Julie Blue and AGM/Chief Engineer Eric Miller.

District employees Chris Kehoe, Construction Superintendent, Robert Clark, Operations and Maintenance Superintendent, and Tim Fuelle, Senior Engineer, were also in attendance.

Jeff Tarantino of Freyer & Laureta was also in attendance.

MINUTES

On motion of Director Joly, seconded by Director Petterle, the Board approved the minutes from the June 18, 2024 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 gave a brief update on the Potter Valley Project. He said that FERC has approved PG&E's request for an extension on their decommissioning and surrender plan. The new date for submission of the plan is July 29, 2025. He said that it is hoped that the draft for public review will be available in January, 2025.

Mr. Williams mentioned a miscellaneous item in the agenda related to a new state regulation update for making conservation a way of life. He said although the State Water Board approved the regulation earlier this month, a few typos were found so there will be another public comment period and then to the Office of Administrative Law for a final review. He said he will bring it back to the Board later in the year.

Mr. Williams said new Lead and Copper Rule Revisions (LCRR) regulations require all water agencies to do a comprehensive survey of service lines that are connected to the agency's distribution system. He said that in 1985 lead was banned from use in plumbing systems and noted that we have never had it in our system. The survey includes noting what type of pipe is going from District meters to the customer's house (private line). We have a team of interns who are

1 conducting the survey and entering the data into a spreadsheet. West Marin is complete and the
2 hope is that Novato will be done by the deadline of October 16, 2024.

3 Mr. Williams briefly discussed cybersecurity. He said that we are updating one of our Board
4 policies on computer use, in regards to cybersecurity. He said the District is participating in a
5 special program with the federal government available to water districts to determine if there has
6 been a cyberattack. He said he plans to schedule a closed session in the future to discuss the
7 overall cybersecurity strategy as he did not want to go into detail in a public meeting for security
8 reasons.

9 **The Board requested that Item #12 be moved from the end of the Agenda to this location**
10 **to accommodate the public attending for this item**

11 **LYNWOOD PUMP STATION REPLACEMENT PROJECT UPDATE**

12 Eric Miller gave a brief history of the project, and recalled the Board direction from March 19,
13 2024 that staff seek additional primary pump station sites and associated alternatives. He said that
14 much work has been done in that regard, and that the purpose of tonight's presentation is to provide
15 a progress report and receive feedback from the Board and the public. Tim Fuelle then took over
16 and presented more details on the process used to look for additional sites.

17 Mr. Fuelle explained the screening criteria which included; parcel ownership, regulated
18 floodplain proximity, sea level rise, and hydraulic compatibility. The original effort excluded privately-
19 owned parcels, however the revised effort added privately-owned parcels for consideration. He said
20 that the project objectives remained unchanged in the revised effort. He said that 18 additional sites
21 were identified using the screening criteria, and that 4 of those additional sites also met the project
22 objectives and were deemed feasible by staff. Mr. Fuelle said there are now 6 potential sites, which
23 includes the 4 additional sites and the two original primary sites identified, known as Site 1 at Sunset
24 Parkway, and Site 2 at Ignacio Blvd.

25 Jeff Tarantino then spoke to the Board and explained that there are several factors needed
26 in order for a site to work, including its proximity to both Zones 1 and 2, the parcels zoning and land
27 use designation, land ownership and its level of development. He also explained that potential sites
28 must be located within the Lynwood service area, but that locations near the center of the service
29 area better meet the project objective of improving operability of the District's water system. Director
30 Eichstaedt asked how many total sites have been looked at and Mr. Tarantino said that over 25 sites
31 were looked at when considering both the original effort and the more recent revised effort. He said
32 that the the 4 new sites have a mix of ownership, hydraulic performance similar to the original Sites
33 1 and 2, and that none of them are within a FEMA floodplain or impacted by anticipated sea level
34 rise.

35

1 One of the additional potential sites is identified as Site 6 – Ignacio Hills. It is a privately-
2 owned parcel and represents a hydraulic improvement for flows in and out of the District’s Pacheco
3 Valle Tank. Connecting this site to the District’s system would require about 1,650 feet of suction
4 piping and 5,500 feet of discharge piping be installed along Ignacio Blvd and other side streets.
5 Director Petterle asked if the property owners have been contacted, Mr. Tarantino responded that
6 contact with property owners was the next step of the process after receiving feedback from the
7 Board at tonight’s meeting.

8 The second site presented is identified as Site 12 – Alameda Del Prado. It is a privately-
9 owned parcel and represents a significant hydraulic improvement for flows in and out of the District’s
10 Pacheco Valle Tank. Connecting this site to the District’s system would require about 700 feet of
11 suction piping installed under Highway 101, likely via boring methods, and 1,800 feet of discharge
12 piping along Alameda Del Prado and other side streets. President Baker noted that Caltrans would
13 have to be involved should this site be chosen and that could significantly impact the overall
14 schedule.

15 The third site presented is identified as Site 15 – Lynwood Tanks. It is a parcel owned by the
16 District but would require pipeline easements through adjacent privately-owned parcels in order to
17 connect to the District’s system. Due to the relatively close proximity to the existing Lynwood Pump
18 Station site, this potential site does not offer any hydraulic improvements to the District’s system.
19 Connecting this site to the District’s system would require about 950 feet of suction piping and 1,250
20 feet of discharge piping be installed along Parkwood Drive and other side streets.

21 The fourth site presented is identified as Site 22 – Calle Arboleda. It is a parcel owned by
22 Marin County and represents a hydraulic improvement for flows in and out of the District’s Pacheco
23 Valle Tank. Connecting this site to the District’s system would require about 3,650 feet of suction
24 piping and 500 feet of discharge piping be installed along Alameda de la Loma, Ignacio Blvd and
25 other side streets.

26 Following discussion of the individual site locations, Mr. Tarantino spoke to a slide with a
27 matrix of all 6 sites, their relative ability to satisfy the various evaluation criteria, and their estimated
28 capital and lifetime operational costs. Mr. Tarantino noted that the costs presented did not include
29 enhanced landscaping or architectural features, nor did they include the cost of land acquisition.

30 Director Petterle noted that neighborhood impacts were not included in the analysis. Mr.
31 Fvette said that the information represents an objective comparison of the 6 potential sites. Director
32 Petterle said he would have liked to see the impacts to the neighborhoods be included. Mr. Miller
33 asked for more direction on what the directors would like included in the analysis. Director Petterle
34 said, for example, how many people would drive by each site and be visually impacted. Director
35 Fraites agreed with Director Petterle. He said before moving into a CEQA process for additional
36 sites, we should figure out what the visual impacts to each neighborhood would be. Mr. Fvette said

1 staff is targeting to return to the Board in September with additional engineering studies that include
2 architectural renderings. Director Petterle said he wants to see community concerns addressed.
3 Director Joly asked which site is the Ignacio/Palmer site, and Mr. Fvette said it is Site 2, one of the
4 original sites. Director Joly also asked what percentage of customers are affected by the Lynwood
5 Pump Station and Mr. Fvette said approximately 23% of the District's customers or 15,000
6 customers.

7 Director Eichstaedt said he was impressed that the public is so involved and thanked them
8 for attending the meeting. He asked Mr. Fvette and Mr. Tarantino for a broad assessment and if
9 geotechnical is considered. Mr. Tarantino said that the site locations are similar from a geological
10 perspective and that sites with any known adverse geological conditions were avoided. Director
11 Eichstaedt said he is concerned with the cost of property acquisition. Mr. Fvette said that staff will
12 return to the Board with more information on property acquisition once it is known. Director
13 Eichstaedt also asked about energy usage and if that was included in the costs. Mr. Fvette said that
14 energy usage was included in the lifetime operational costs presented. Director Joly asked if Site 12
15 would be a great impact and Mr. Fvette said impact would be minimal however Mr. Williams said
16 that impact is a subjective metric. Mr. Miller noted that Site 12 has a similar proximity to homes as
17 Site 2.

18 A member of the public addressed the Board and said that he appreciates what has been
19 put together. He feels that the drive to his home on Fairway Dr. is pristine and fears the Site 2 pump
20 station location could deter future buyers from wanting to buy homes in that neighborhood. He also
21 said that the feels the impacts to the creek have not been seriously addressed. He said he likes the
22 site on Alameda del Prado. He asked that if Site 12 is chosen as the new location, what are the
23 next steps, Mr. Fvette answered that property acquisition would be the next step.

24 Another member of the public told the Board that he is opposed to Site 2. Another person
25 made some comments on the presentation saying it should have been more specific. Financial
26 issues should be more detailed and that inflation should be taken out of the equation.

27 Another member of the public spoke and thanked the Board for taking the public's concerns
28 seriously and asking for more sites to be looked at. He thanked staff as well. He said that some of
29 the site descriptions were misleading and should be amended. He said that one site, Site 12, is a
30 good choice and that noise impacts of a new pump station would be low as it would be located next
31 to the freeway.

32 The Board thanked the audience for coming.

33 **OPEN TIME**

34 No one requested to speak at Open Time.

35

1 **STAFF/DIRECTORS REPORTS**

2 There were no staff or Director reports given.

3 **CONSENT CALENDAR**

4 On the motion of Director Petterle, and seconded by Director Eichstaedt, the Board
5 approved the following item on the consent calendar by the following vote:

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

7 NOES: None

8 ABSENT: None

9 ABSTAIN: None

10 **APPROVE RESOLUTION DECLARING GOVERNING BODY MEMBERS AS EMPLOYEES FOR**
11 **THE PURPOSE OF PROVIDING WORKERS' COMPENSATION COVERAGE**

12 The District's workers' compensation carrier, Zenith, did an audit and found that the
13 Governing Body members, i.e., Board of Directors, were not covered. Zenith recommended that the
14 Board be officially designated as employees and have workers' compensation coverage. A
15 resolution has been prepared formalizing the arrangement and ensuring coverage for the Board.

16 **APPROVE NOTICE OF COMPLETION FOR THE NMWD HQ RW EXTENSION FROM REDWOOD**
17 **BLVD (GOLDEN STATE CONSTRUCTION & UTILITY, INC.)**

18 In conformance with contract requirements, Golden State Construction & Utility, Inc. has
19 fulfilled their contract obligations. All work has been completed and written notice by the contractor
20 has been provided that all subcontractors and suppliers on the project have been paid and the
21 District has been released of all claims. The District has prepared a Notice of Completion that will
22 be filed at the County of Marin after Board approval.

23 **APPROVE: RECORDS RETENTION – DESTRUCTION OF RECORDS**

24 Under the District's Records Retention program, each year a list of records that are eligible
25 to be destroyed. The list is reviewed and approved by the applicable Department Head, Records
26 Retention Manager, Auditor-Controller, and General Manager. A resolution has been prepared for
27 the Board to approve the destruction of records for 2023 and 2024. After approval, these records
28 will be scheduled for destruction in the appropriate manner.

29 **APPROVE: SALARY SCHEDULE FOR TEMPORARY/SEASONAL EMPLOYEES**

30 The District periodically hires temporary and seasonal workers on an as-needed basis. In the
31 past, these workers do not receive benefits and are usually not CalPERS' members. It is now
32 required that any temporary employees that have previously worked for a CalPERS agency or work
33 1,000 hours in any given fiscal year, receive CalPERS membership. It is also required by the
34 California Code of Regulation that the pay schedule of each CalPERS agency be approved and

1 adopted by the agency's governing body. The Board is being asked to approve a salary schedule
2 for temporary and seasonal employees.

3 **ACTION CALENDAR**

4 **APPROVE REIMBURSEMENT AGREEMENT BETWEEN NMWD AND NSD FOR WATERLINE**
5 **RELOCATION RESULTING FROM CONFLICTS WITH NEW FACILITIES PROPOSED BY NSD'S**
6 **ARTHUR STREET SANITARY SEWER UPGRADE (BUDGETED FY24/25)**

7 Eric Miller addressed the Board, and explained the reimbursement agreement between the
8 District and Novato Sanitary District (NSD) for a waterline relocation on Arthur Street. Mr. Miller
9 explained that NSD is installing new sewer facilities along Arthur Street and that District water facility
10 conflicts exist in the street where proposed sewer facilities are proposed. In addition to relocation of
11 conflicting facilities, the project provides an opportunity to make improvements to the District's water
12 system in the intersection of Arthur Street and Cambridge Avenue. NSD has agreed to reimburse
13 the District for a portion of the water facility relocation work and to perform trench restoration with the
14 District reimbursing NSD for restoration costs associated with the District trench area. Mr. Miller
15 said both district's legal counsels have reviewed the agreement and NSD's Board approved the
16 agreement at their Monday (July 15) meeting.

17 On the motion of Director Joly, and seconded by Director Eichstaedt, the Board approved by
18 the following vote:

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

20 NOES: None

21 ABSENT: None

22 ABSTAIN: None

23 **DECLARATION OF END OF LOCAL EMERGENCY RELATED TO REDWOOD BLVD**
24 **LANDSLIDE**

25 Tony Williams said that all the engineering analysis of the North Marin Aqueduct pipeline
26 has been completed and the pipeline is not in any danger. He said that he along with Chris Kehoe,
27 Robert Clark, Eric Miler have tracked its progress since the March 2023 landslide. He said that
28 Caltrans has done a good job rebuilding both the upslopes and downslopes at the slide location.
29 Mr. Williams said the he kept the local emergency in place through this previous winter to make sure
30 the work made it through the winter. He said that we have installed 2 access points to be able to get
31 into the pipeline for future regular inspections. He said that based on the work to date, he feels
32 there is no longer a need for a local emergency. He noted that legal counsel has reviewed the
33 resolution. He also mentioned that we purchased 2 segments of pipe to have on hand in the case of
34 another slide that actually damages the current pipeline and replacement is needed. Director Joly
35 noted that we were luck that the situation did not cost the District more. Director Eichstaedt asked

1 about cost recovery regarding the possibility of an original design flaw of the aqueduct project. Mr.
2 William said that it has been discussed with legal but that he doesn't recommend to do so. Director
3 Eichstaedt also asked if there is an active legal going on and Mr. Miller said there was none with the
4 District but it is possible there could be between Caltrans and PG&E. Director Joly said that he
5 expects that the upcoming Master Plan update will address this to mitigate any future issues. Mr.
6 Williams said that it will be incorporated.

7 President Baker asked if there are any devices in place to monitor the area over time. Mr.
8 Williams said that he is not aware of any other than drain lines have been put in place. Mr. Williams
9 said we used a simple monitoring device that is in place to monitor the pipeline but the hillside is not
10 in our sphere. Director Joly asked if Marin Water is involved and Mr. Williams said that they are as
11 they were affected by the landslide. Director Joly said the leadership with staff was great and the
12 rest of the Board concurred. Director Eichstaedt said it was amazing to see how all staff came
13 together and address the landslide issue. Mr. Williams thanked the Board for the compliment.

14 On the motion of Director Petterle, and seconded by Director Eichstaedt, the Board
15 approved by the following vote:

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

17 NOES: None

18 ABSENT: None

19 ABSTAIN: None

20 **APPROVE: ADOPT THE 2024 MARIN COUNTY MULTI-JURISDICTIONAL LOCAL HAZARD**
21 **MITIGATION PLAN AND THE NORTH MARIN WATER DISTRICT ANNEX**

22 Eric Miller spoke to the Board and said the 2024 Marin County Multi-Jurisdictional Local
23 Hazard Mitigation Plan (Plan) addresses the vulnerabilities in the County and the Annex specifically
24 addresses the District's service areas. The Plan mostly addresses natural hazards but also covers
25 other hazards such as cybersecurity, pandemics, and climate change impacts. The Multi-
26 Jurisdictional Plan was first adopted in 2018 and is now being updated in 2024 for 5-year effective
27 period. Mr. Miller stated the action for the Board is to consider approval to include the North Marin
28 Water District Annex in the 2024 Plan. He said that agencies must have an active and updated plan
29 to remain eligible for certain grant programs through FEMA and CalOES. Mr. Miller noted that the
30 District's Oceana Marin Treatment Pond project is funded by FEMA's Hazard Mitigation Grant
31 Program. Director Joly said the dam inundation discussion in the Plan was frightening and asked if
32 the Directors faced personal liability if the dam were to fail. Mr. Williams said that he didn't know but
33 would look into it, but he did say the District does have insurance coverage specific to the dam. Mr.
34 Williams also mentioned that when the dam was built, it was recommended to the City of Novato to

1 not develop in the inundation corridor. He said it is highly unlikely the dam will fail but the inundation
2 mapping is used to show what could happen. Director Joly complemented the memo.

3 On the motion of Director Joly, and seconded by Director Fraites, the Board approved by the
4 following vote:

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

6 NOES: None

7 ABSENT: None

8 ABSTAIN: None

9 **INFORMATION ITEMS**

10 **LYNWOOD PUMP STATION REPLACEMENT UPDATE WAS MOVED TO ITEM #2 OF THE**
11 **AGENDA**

12 **TAC MEETING – MAY 6, 2024**

13 Tony Williams noted that the TAC meeting minutes was from an older meeting and the
14 Board was aware of the topics.

15 **NBWA MEETING AGENDA – JULY 12, 2024**

16 Director Fraites said that the meeting was held at the Napa Sanitation District. The topic was
17 the possibility of processing sewer water to drinking water through direct potable reuse. He said that
18 this would be extremely expensive as noted in the Napa study with an estimated cost of \$200-300
19 million just to get it going. He said it would be years before this could become a possibility.

20 **MISCELLANEOUS**

21 The Board received the following miscellaneous items: Disbursements Dated June 20, 27,
22 July 3, and July 11, 2024, Auditor-Controller's Monthly Report of Investments for May 2024, Monthly
23 Progress Report, NOAA Seasonal Drought Outlook – June 20, 2024, Statement from AWWA and
24 AMWA on petition for judicial review of PFAS regulation, NBWA Thank you letter for sponsorship
25 support, and WUE Fact Sheet, July 2024. Director Eichstaedt noted that he liked reading the
26 comments from the Customer Service Quarterly Report and that they were very positive.

27 The Board also received the following news articles: Marin IJ – Extreme Novato housing
28 approved – APARTMENT-COMMERCIAL PLAN, Marin IJ – Water district revisits desalination –
29 MARIN MUNICIPAL, Marin IJ – Reservoir connection plan delayed by creek concerns – MARIN
30 MUNICIPAL, Marin IJ – Cautious looks at desal plant can be routine – EDITORIAL, Marin IJ – State
31 approves key regulations for water policy – LANDMARK DECISION, Pt. Reyes Light – Lagunitas
32 Creek Bridge State Project – PUBLIC NOTICE, Pt. Reyes Light – Ranchers decry reservoir
33 expansion plan.

1 The Board also received the NMWD Web and Social media Report – June, 2024.

2 **ADJOURNMENT**

3 President Baker adjourned the meeting at 5:48 p.m.

4 Submitted by

5

6

7

8

Eileen Mulliner

9

District Secretary

10

2

3

4

5

**MEMORANDUM**

To: Board of Directors Date: August 6, 2024
From: Julie Blue, Auditor/Controller *JB*
Subject: Consulting Services Agreement for West Marin Water Rate Study with Hildebrand Consulting
T:\AC\Rate Study\West Marin\WM Rate Study 2025\WM Rate Study 2025.docx

RECOMMENDED ACTION: Authorize the General Manager to execute an agreement with Hildebrand Consulting to conduct a Rate Study

FINANCIAL IMPACT: \$45,000 (with contingency as included in the FY 24/25 Budget)

Background

The water rates and related rate structures for the West Marin Water Service area were reviewed and updated, with the Board approved 2021 Rate Study. This study, accepted by the Board of Directors in March of 2021, was initially set to expire by the end of fiscal year (FY) 25/26. However, during the approval of the FY 24/25 Budget, the assumptions used in the 2021 Rate Study were reexamined.

The FY 24/25 Budget included a five-year financial plan that deviated from the 2021 Rate Study, mainly due to significant assumption changes. These include a decrease in water rate revenue resulting from reduced water sales volume. Other changes in assumptions are rising operating expenses and a revised capital improvement plan. Given these updated assumptions, it was recommended that the Rate Study be revised in FY 24/25, a year earlier than its originally planned expiration date.

Objective

The objective of the Water Rate Study is to develop water rates that are fair and equitable and to ensure that the District's water rates comply with California Constitution Article XIII D, Section 6 (commonly referred to as Proposition 218). In order to maintain compliance, the rate structure should generate revenue from each class of customers in proportion to the cost to serve each customer.

Consultant Selection

Hildebrand Consulting has provided water rate setting and related services to public agencies throughout Northern California. Mark Hildebrand, the sole proprietor of Hildebrand Consulting, most recently provided professional expertise for the District's water rate studies for Novato Potable and Recycled Water (2024 & 2020), a Facility Reserve Charge Study (2022), a

Drought Surcharge Review (2022), and a rate study for West Marin Water (2021). Throughout each study he communicated clearly with Staff, the Board, and members of the public and provided thorough and substantive reports.

Scope of Work

Hildebrand's proposal and scope of work is included as Attachment 1. The scope of work is divided into the four tasks listed below:

1. Rate Study kickoff meeting – data collection and review.
2. Financial Plan – update the financial management plan and model.
3. Review of cost of service analysis and rate design.
4. Final deliverables and presentations – present draft and finalize study.

The combined cost for these tasks is projected to be a maximum of \$39,500. Staff suggests allocating an additional \$5,500 as a contingency, making the total not to exceed \$45,000 which is accounted for in the FY 24/25 budget.

Schedule

The tentative schedule is included on page 8 of the attachment. To ensure the Board's timely and targeted input, staff recommends the utilization of the *West Marin Services Ad Hoc Committee*, comprised of Director Fraites and Director Eichstaedt. This committee would be convened as necessary to facilitate discussions pertaining to the West Marin Water Rate Study.

RECOMMENDATION

Authorize the General Manager to execute an agreement with Hildebrand Consulting to conduct a Rate Study for the West Marin Water Service Area.

ATTACHMENTS:

1. Hildebrand Consulting, Scope of Work for the 2025 West Marin Water Rate Study



Julie Blue, Auditor-Controller
North Marin Water District
999 Rush Creek Place
Novato, CA 94945

July 29, 2024

Subject: Proposal for the North Marin Water District 2025 West Marin Water Rate Study

Dear Ms. Blue,

In response to your request, Hildebrand Consulting, LLC. is pleased to submit this proposal to the North Marin Water District (NMWD or District) to conduct a Water Rate Study for the West Marin water service area. The primary Study described herein will develop equitable water rates to achieve full cost recovery of annual water system expenses associated with the District's operations. The financial plan will identify annual water rate revenue needs with consideration of operating and maintenance costs, debt service obligations, capital program needs, and financial reserve policies. The proposed rate structure will be based on a clear and equitable cost allocation methodology with a cost basis that meets both the requirements of California state law (namely Proposition 218) and NMWD policy objectives.

Mark Hildebrand brings 23 years of broad experience in California as a utility rate and management consultant to municipal utilities. He has performed hundreds of studies covering a diverse range of rate setting, cost allocation, and financial planning to more than 70 clients, including North Marin Water District itself. As an independent consultant, Mark Hildebrand offers a distinctive value proposition: he will personally be directly engaged in all facets of the project, including all meetings, communications, financial models, and deliverables.

Please let me know if you have any questions regarding this proposal. I appreciate the opportunity to be of service to the NMWD for this study.

Sincerely,


Mark Hildebrand
Hildebrand Consulting, LLC.
mhildebrand@hildco.com
510.316.0621 (m)

Table of Contents

1. PROJECT UNDERSTANDING AND APPROACH	2
2. PROPOSED SCOPE OF WORK	4
Task 1. Study Kickoff	4
Task 2. Financial Plan	4
Task 3. Cost of Service Analysis	5
Task 4. Final Deliverables and Presentations	6
3. COST PROPOSAL & SCHEDULE.....	8
4. FIRM QUALIFICATIONS.....	9

1. PROJECT UNDERSTANDING AND APPROACH

The District provides water service to approximately 1,800 residents in the Point Reyes service area of West Marin County through 797 service connections. The District also provides water service to approximately 61,000 residents in the greater Novato area through about 20,875 potable water service connections and 101 recycled water connections and sewer service to limited to customers located in the Oceana Marin service area of West Marin County. Hildebrand Consulting recently completed a comprehensive rate study for the Novato service area. The District was formed by voter approval in April 1948 pursuant to provisions of the County Water District Law and is governed by a five-member Board of Directors, elected by division from within the District's service area.

The primary scope of this study is a rate study for the West Marin water service area, which comprises less than 5% of the District's customer base. The West Marin water supply comes from groundwater wells located adjacent to Lagunitas Creek behind the Coast Guard Housing facility in Point Reyes Station. This supply is generally of excellent quality, but it requires treatment to remove iron and manganese which can affect the color of the water and result in staining. It is anticipated that this study will benefit from efficiencies from the fact that Hildebrand Consulting recently completed a rate study for the Novato Water service area and is familiar with the District's finances.

CURRENT WEST MARIN RATES

The District's current water rate structure was last updated in 2021 and includes a Service Charge and a Quantity Charge. The Service Charge is a flat bimonthly charge based on the size of the meter serving a property and is intended to recover the District's costs of billing, customer service, meter replacement and repair, meter reading, and a portion of general administrative overhead, debt service and depreciation expense. The Quantity Charge is a variable per-unit charge and is intended to recover the cost of water supply, pumping, treatment and distribution. The residential Commodity Charge consists of three inclining tiers, while non-residential customers pay a uniform Commodity Charge which is higher during the peak July through September season. The District also imposes a hydraulic Zone Charge for the cost of pumping water to customers that are located in higher elevations.

PURPOSE OF THE STUDY

This study will review the West Marin current water rate structure and develop rate recommendations consistent with California's legal requirements and the District's policy objectives. We will work with NMWD staff to develop and propose rates that retain the same basic structure as the current rates, within the parameters of applicable law. We also understand the importance of retaining rates that are relatively simple to administer.

The proposed rates will conform to cost of service standards established by the American Water Works Association (AWWA) and with the substantive requirements defined by California Constitution Article XIII D, section 6 (commonly referred to as Proposition 218). Ultimately, these cost-of-service principles proportionately distribute the cost of providing service to the various customer classes in accordance with the way each class uses the water system and the corresponding costs that their use generates. As part of this study, we will review the FY 2023/24 actuals, FY 2024/25 budget, and other financial forecasts to develop a financial plan.

West Marin Financial Plan

Hildebrand Consulting uses a financial planning approach that leverages tools that will essentially recreate the financial structure of the West Marin water service area enterprise. In addition to capturing changes to operating costs and revenues, our process includes an interactive evaluation of the proposed capital spending budgets, and the rate impacts of alternative projects, costs, timing, and funding strategies. Our capital planning tool allows us to evaluate the current and recommended investments for improvements as well as renewal and replacement of utility systems and the financial impacts to the rate payers.

West Marin Cost of Service and Rate Design

As previously discussed, we will work within the basic framework of the District's current rate structure to apply Prop 218-compliant cost-of-service methodologies based upon available data, legal requirements, demand and usage characteristics, and District policy objectives. We will customize the cost-of-service analysis to employ the identified methodologies and concepts best suited for NMWD.

Study Documentation and Rate Adoption

The results of the study will be documented in a report and the proposed rates will be presented to the District Board for adoption. Hildebrand Consulting will work with the District to ensure that Proposition 218 rate adoption processes are followed.

2. PROPOSED SCOPE OF WORK

The following scope of work is based on our understanding of the NMWD’s needs from our recent work with the District as well as our experience in conducting similar studies. Hildebrand Consulting will prepare a new 10-year financial plan for the West Marin water service area enterprise which will yield recommendations for a 5-year water rate schedule (understanding that the District may choose to adopt fewer years in the near-term). The financial plan will identify annual rate revenue needs with consideration of operating and maintenance costs, debt service obligations, and capital program needs, with consideration of tax revenues, other non-rate revenues, financial reserves, and financial reserve policies.

Task 1. Study Kickoff

To initialize the study, we will submit a data request to the NMWD. Once all data has been received, we will review it in detail. This will include (but is not limited to) a review of historical Financial Statements, water purchase costs, capital spending forecasts for each system, historical statements of revenue and expense, current year budgets, customer counts and classes, and historical usage data. Our review of the data will be done to develop a strong understanding of any specific regulatory requirements facing the West Marin water service area, any existing financial requirements (such as bond covenants), any other contractual requirements, and operational/capital improvement drivers.

Shortly thereafter, we will conduct a Project Kickoff conference call with staff to:

- ✓ Discuss key issues, roles and responsibilities
- ✓ Confirm study objectives and further explore project drivers such as revenue stability
- ✓ Confirm data requirements and discuss the data already received
- ✓ Finalize the project schedule, including key milestone dates and deliverables

Follow-up calls or visits with staff will be made to ensure full understanding of all data received.

Task 1 Meeting:	Kickoff Conference Call
Task 1 Deliverable:	Data request list

Task 2. Financial Plan

In this task, Hildebrand Consulting will use a revenue sufficiency and financial planning model to develop a financial management plan for the West Marin water service area. The model will be used to develop a 10-year financial management plan and be used to develop recommendations for (up to) a 5-year rate schedule (starting in FY 2025/26).

We will use the financial planning model from the 2021 rate study to directly load the West Marin water service area budgets (for seamless updates) and project annual revenue and fee adjustments requirements. The financial plan will consider projected changes to operating expenses, alternative spending levels, operating reserves targets, debt

service coverage ratios and other financial policies/goals that affect the revenue requirements of the funds. It will also consider historical operating expenses, growth projections and other trends that paint a complete financial picture and provide for informed decision-making. Our model's dashboard clearly displays key scenarios and assumptions in a format that is easy to understand. This function, coupled with our ability to make real-time changes to the model, is particularly useful when engaging in interactive planning meetings.

Our team will work directly with NMWD staff to understand the drivers for the Financial Plan and consider uncertainties, such as future water purchase costs and water supply/demand trends.

Our financial planning model provides a valuable capital planning tool which we will use to review the West Marin water service area capital improvement program and evaluate the impacts of alternative projects, costs, timing, and funding sources. We will work collaboratively with the NMWD engineering resources on capital and operational budgetary expenditures for financial model inputs.

If warranted, we will examine the NMWD's use of debt financing for capital improvements and assess the impact of current levels of debt financing, as well as building a financing scenario to support the West Marin water service area in maintaining a proper balance for debt coverage and rate stabilization over the study period. We will also discuss and consider a mechanism for automatically adjusting water rates to reflect the effects of inflation and/or changes in wholesale water supply costs as allowed by the Government Code. Decision will be made within the context of the District's Debt Management Policy (#47).

Closely related to this analysis is the examination of cash reserve policies. Adequate reserves are fundamental to achieving financial stability and can help in the avoidance of sudden or disruptive fee adjustments in the face of changes to operating or capital needs. We will leverage the policy decisions made during the Novato service area rate study to streamline the West Marin study.

Task 2 Meetings:	Financial Planning Workshop
Task 2 Deliverable:	Presentation materials

Task 3. Cost of Service Analysis

The cost-of-service analysis allows for all the costs for the West Marin water service area to be functionalized and distributed to each customer class and rate component. We identify the most appropriate Prop 218-compliant cost-of-service methodologies based upon available data, legal requirements, industry standards, system configuration, service agreements, resources, customer base, demand and usage characteristics, local practice, and public policy objectives. We then customize the cost-of-service model to employ the identified methodologies and concepts best suited for the District's situation, using the Novato service area rate study as a guiding document (but also recognizing that the cost drivers for the two service areas are quite different).

We will conduct a survey of local and regional water rates that are charged by utilities that are similar in size and scope as the West Marin water service area. Such surveys provide important context during workshops and during NMWD Board presentations.

Hildebrand Consulting will design the West Marin water service area water rates to help ensure compliance with Proposition 218. It is important to conduct periodic reviews of the cost nexus for utility rates, particularly within the context of ever-changing California case law. The rate structure will be evaluated in the context of fiscal stability,

administrative ease, and/or public policy objectives relating to fixed cost recovery, economic development, and affordability, while ensuring a fair and equitable distribution of costs, and conformance to accepted industry practice, legal precedent, and terms of any service agreements. As part of this effort, we will be evaluating the distribution of costs between the fixed and variable components of the rate structure and will make recommendations that are consistent with your cost recovery objectives.

The revenue requirements determined in Task 2 (financial planning) for a “Test Year” (the first projected fiscal year) are linked to the cost of service and rate design modules, which calculates specific rates necessary for each customer class to generate the required revenues based upon proper allocation of costs and the specified rate structure, or rate structure alternatives.

Our observations and recommendations will be presented during a Cost of Service & Rate Design Workshop and will be documented in the final report.

Task 3 Meeting:	Cost of Service and Rate Design Staff Workshop
Task 3 Deliverables:	Presentation materials Rate survey of regional utilities

Task 4. Final Deliverables and Presentations

Hildebrand Consulting will present draft and final study recommendations to the Ad Hoc Committee and the NMWD Board to consider the proposed financial strategy and associated water rate schedule. We are proposing four total meetings to the Board (perhaps two Ad Hoc Committee meetings, a regular Board meeting, and the Public Hearing).

Draft recommendations on the West Marin water rates will be documented in an administrative draft report. The administrative draft report will be discussed with staff and legal counsel (as necessary). The Rate Study Report will include:

- a. A brief physical description of the West Marin water service area
- b. Overview of recent financial operations
- c. A forecast of the necessary capital improvement program needs within the West Marin water service area during the planning period
- d. The proposed financial strategy and financial policy recommendations
- e. A transparent explanation of the basis for cost allocation to the respective customer classes
- f. A clear explanation of the cost-basis for the rate structures
- g. A 5-year schedule of proposed rates
- h. Assumptions and data behind the recommendations

We will provide guidance and advice to NMWD staff to ensure compliance with the Proposition 218 notification process. We will provide rate schedule information that will be needed for inclusion in the notification letter for property owners, which will need to be finalized and mailed by NMWD staff at least 45 days prior to a public hearing.

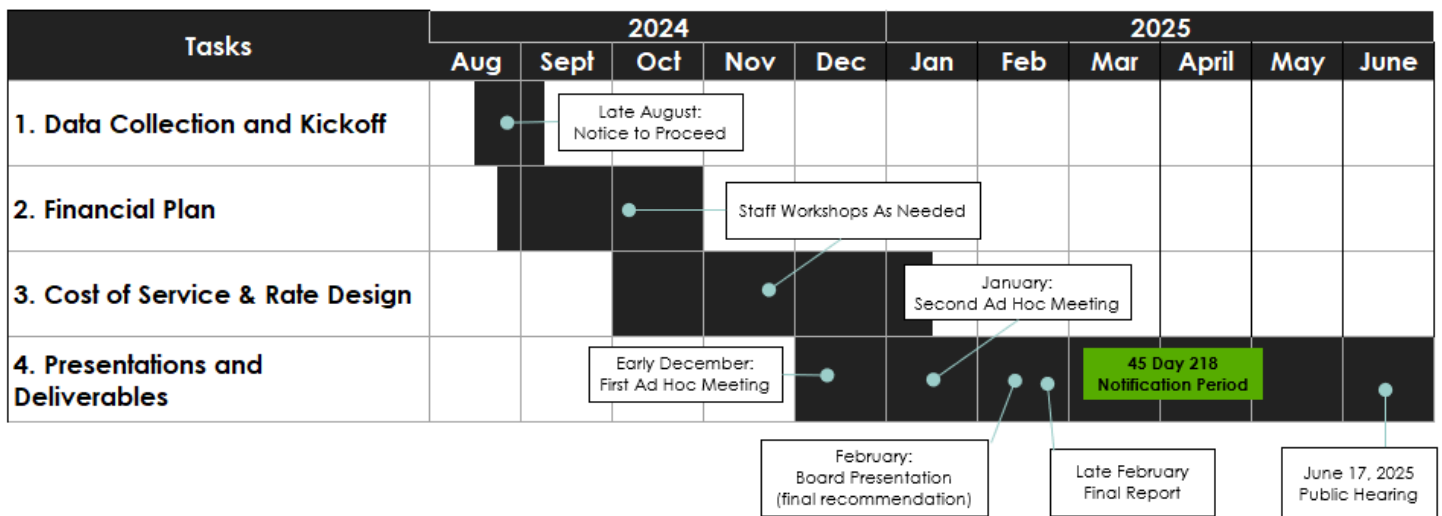
Task 4 Meetings:	Four (4) Board/Ad Hoc Meetings (including the Prop 218 Public Hearing) Conference calls as needed to discuss the draft deliverables
Task 4 Deliverables:	Draft and Final Report

3. COST PROPOSAL & SCHEDULE

The following table estimates the amount of time that will be spent for each. Please note that Hildebrand Consulting does not charge for any direct or travel costs.

		Hildebrand Consulting	
		Hourly Rate:	Cost by Task
		\$250	
		Hours	
Task 1	Study Kickoff	12	\$3,000
Task 2	Financial Plan	40	\$10,000
Task 3	Cost of Service & Rate Design Analysis	44	\$11,000
Task 4	Final Deliverables and Presentations	62	\$15,500
Total for West Marin Water Rate Study:		158	\$39,500

It is understood that the schedule is intended to adopt any rate adjustments on July 1, 2025. An estimated project schedule has been provided below.



4. FIRM QUALIFICATIONS

Mark Hildebrand is the sole proprietor of Hildebrand Consulting and brings over 18 years of experience as a consultant to municipal utilities and provides a broad range of financial, utility rate, and management consulting services. He has performed hundreds of studies covering a diverse range of cost allocation issues, financial planning, business case evaluations, and litigation avoidance to more than 70 clients, which include Ross Valley Sanitary District, the City of Santa Rosa, the City of Healdsburg and the City of Davis. He also has greater experience in preparing cost allocation plans for municipalities and utilities with multiple enterprises than many utility rate consultants. He has been published and frequently speaks on topics such as rate-setting under the requirements of Proposition 218, cost-of-service principles, cost allocation methodologies, emerging regulatory issues, consolidation studies, and strategic business planning.



Mark is dedicated to providing clients with an exceptional level of service and responsiveness, to developing creative yet practical solutions to client needs, and to broadening understanding and facilitating consensus on complex issues. His strengths in consensus building, clear communication, and his experience with utility rate-setting will be particularly valuable during this engagement. He has participated in authoring several industry guide books including AWWA's *Manual M1 Principles of Water Rates, Fees and Charges*, and AWWA's *Water Rates, Fees, and the Legal Environment*, and continues to actively serve on AWWA's Rates and Charges Committee, which established best practices for rate setting across the industry.

Please visit our website at hildebrandconsulting.com.

6

**MEMORANDUM**

To: Board of Directors

August 6, 2024

From: Ryan Grisso, Water Conservation Coordinator *RG*

Subject: Approve – Agreement with Sonoma Water for Water and Energy Efficiency Grant Reimbursement

v:\memos to board\sonoma water weeg agreement 2024.doc

RECOMMENDED ACTION: Authorize the General Manager to execute the Agreement with Sonoma Water**FINANCIAL IMPACT:** Up to \$136,687 (Included in FY24, FY25, FY26 and FY27 Budgets)

The Water and Energy Efficiency Grant (WEEG) program administered by the United States Bureau of Reclamation (Reclamation), provides funding for projects that result in quantifiable water savings, implement renewable energy components, and support broader sustainability benefits. In July 2022, Sonoma Water, on behalf of the Partnership, applied for grant funds for the Sonoma-Marine Drought Resiliency Program (Program) that will offer funding for consumer rebates for water saving measures, including turf removal, replacement of inefficient clothes washing machines, installation of home water-use monitoring devices, smart irrigation controllers, and toilet replacement programs. North Marin Water District (NMWD) was earmarked for \$136,687 in grant funding through this process.

The programs approved for this grant include a 45% match (55% match to be provided by NMWD) for Cash for Grass Turf Replacement Program (~\$87,750), Flume device installations (~\$6,750), Smart Irrigation Controller Program (~\$10,125), High Efficiency Toilet Program (~\$25,312), High Efficiency Washer Rebate Program (~\$6,750), going back to an effective beginning date of February 16, 2024. All of these programs are currently approved and budgeted by NMWD this current fiscal year in grant compliance amounts, and all past fiscal expenditures for these programs are eligible for reimbursement through this back to program expenditures after February 16, 2024 (with the exception of the Cash for Grass Turf Replacement Program which is still under the grant funding of the previous Prop 1 Grant).

A draft grant agreement between Sonoma Water and NMWD is included for your reference (Attachment 1).

RECOMMENDATION

Board authorize the General Manager to execute the final grant agreement with Sonoma Water for reimbursed grant funding in an amount not to exceed \$136,687.

ATTACHMENTS: 1. Draft Agreement

For accessibility assistance with this document, please contact the Sonoma County Water Agency Technical Writing Section at (707) 547-1900, Fax at (707) 544-6123, or TDD through the California Relay Service (by dialing 711).

ma: s:\techw\agreements\2324-072.docx version: [7/31/2024 11:26:00 AM](#)[7/17/2024 4:39:00 PM](#)[6/13/2024 5:21:00 PM](#)[6/13/2024 5:19:00 PM](#)[6/10/2024 1:57:00 PM](#)[6/6/2024 3:45:00 PM](#) TW 23/24-072

DRAFT Sub-Award Agreement for Sonoma-Marín Drought Resiliency Program (North Marin Water District)

This agreement (“Agreement”) is by and between **Sonoma County Water Agency** a body corporate and politic of the State of California (“Sonoma Water”) and **North Marin Water District**, a public agency (“Sub-Recipient”). This Agreement shall govern certain activities and responsibilities carried out by Sub-Recipient on behalf of Sonoma Water, a grantee of the U.S. Department of the Interior, Bureau of Reclamation. The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 9 (Term of Agreement).

RECITALS

1. The WaterSMART FY 2023 Water and Energy Efficiency Grants (WEEG) program administered by the United States Bureau of Reclamation (Reclamation), provides funding for projects that result in quantifiable water savings, implement renewable energy components, and support broader sustainability benefits. These projects conserve and use water more efficiently, increase the production of renewable energy, mitigate conflict risk in areas at a high risk of future water conflicts, and accomplish other benefits that contribute to sustainability in the Western United States.
2. The Sonoma-Marín Saving Water Partnership (Partnership) comprises 13 water utilities in Sonoma and Marin counties collectively addressing regional water efficiency solutions.
3. In July 2022, Sonoma Water, on behalf of the Partnership, applied for \$2,000,000 in grant funds for the Sonoma-Marín Drought Resiliency Program (Program) that will offer consumer rebates for water saving measures, including turf removal, replacement of inefficient clothes washing machines, installation of home water-use monitoring devices, smart irrigation controllers, and a direct install fixture program.
4. Eleven of the water utilities (Participating Agencies), will implement the Program. Participating Agencies include the City of Cloverdale, City of Cotati, City of Healdsburg, Marin Municipal Water District, North Marin Water District, City of Petaluma, City of Rohnert Park, City of Santa Rosa, City of Sonoma, Valley of the Moon Water District, and Town of Windsor.
5. On February 16, 2024, Reclamation and Sonoma Water executed a grant agreement in the amount of \$2,000,000. Sonoma Water will act as the pass-through entity to administer the grant for Participating Agencies. Sonoma Water and Participating Agencies have committed to provide an additional \$2,444,447 in non-Federal matching funds, for a total project cost of \$4,444,447.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Program Scope
- b. Exhibit B: Schedule of Programs and Costs
- c. Exhibit B-1: Amended Schedule of Programs and Costs
- d. Exhibit C: Insurance Requirements
- e. Exhibit D: Federal Award Identification and Pass-Through Requirements
- f. Exhibit E: Performance Report Templates

3. SUB-RECIPIENT'S RESPONSIBILITIES

3.1. *Sub-Recipient's Program Participation:* Programs are identified in Exhibit A (Program Scope). Sub-Recipient shall participate in specific programs identified in Exhibit B (Schedule of Programs and Costs), or as modified by Exhibit B-1 (Amended Schedule of Programs and Costs).

3.2. *Federal Grant Funding:* Sub-Recipient is informed and aware that this Agreement is funded by a federal grant agreement between Bureau of Reclamation and Sonoma County Water Agency which grant is conditioned upon various terms that apply to Sub-Recipient. Sub-Recipient has reviewed the documents attached hereto as Exhibit D (Federal Award Identification and Pass-Through Requirements) and hereby agrees to comply with them to the extent they apply to a Recipient or Subrecipient. In the event there is a conflict between the body of this Agreement and Exhibit D, the provisions in the body Exhibit D shall control over the provisions of this Agreement.

3.3. *Match Funds:* Grant terms require Sub-Recipient to provide match funding in the amount listed in Exhibit B (Schedule of Program Costs). Rebates, equipment, and other program costs incurred between February 16, 2024 and September 30, 2026 can be applied to match or reimbursable program costs. Match and reimbursable expenses shall occur concurrently.

3.4. *Pre-Award Costs:* Grant terms permit Sub-Recipient to submit for reimbursement and match costs incurred on or after April 1, 2022 if those costs are allowable, allocable, and reasonable under the terms and conditions of the federal grant agreement.

- 3.5. *Marketing:* Conduct marketing to promote awareness of Sub-Recipient-run Programs. Retain copies of all marketing materials and examples of rebate applications. Costs related to program marketing are the responsibility of Sub-recipient and are not reimbursable under this agreement.
- 3.6. *Performance Progress and Financial Reports:* Provide quarterly reports of services performed and other data required under grant programs, in the formats shown in Exhibit E (Performance Report Templates). Reports for activity shall be submitted to Sonoma Water as specified in Exhibit E, Performance Report Templates. An additional closeout (final) report will be required prior to agreement termination.
- 3.7. *Communication:* Provide regular communication monthly via email or phone with Sonoma Water on budget tracking and other issues as required.
- 3.8. *Monitoring:* Provide access to work sites, records, programs, or procedures in order to ensure compliance with terms and conditions of the Grant agreement.

4. SONOMA WATER'S RESPONSIBILITIES

- 4.1. *Coordination and Grant Administration:* Coordinate, document, invoice, and report as required by the grant terms, including the Programs described in Exhibit A.
- 4.2. *Reporting and Reimbursement Requests to Reclamation:* Prepare required reporting data and invoices and submit to Reclamation according to the terms of the federal grant agreement.
- 4.3. *Disbursement of Grant Funds:* Disburse funds according to the federal grant agreement.

5. COORDINATION

- 5.1. *Coordination:* Sub-Recipient shall cooperate with Sonoma Water in the performance of all work hereunder. Sub-Recipient shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water	Sub-Recipient
Project Manager: Lauren Lum Phone: (707) 547-1933 Email: Lauren.Lum@scwa.ca.gov Contract Manager: Brad Elliott Phone: 707-547-1060 Email: brad.elliott@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, California 95403-9019	Contact: [insert address] Novato, California [insert zip] Phone: (707) Email: [insert email] [NMWD to insert their PM and contact info]
Remit quarterly reports to:	Remit payments to:
Lauren Lum Same address as above	Same address as above

6. PAYMENT TO SUB-RECIPIENT

- 6.1. *Program Maximum Obligations:* Sub-Recipient’s obligation under this Agreement shall not exceed the amounts listed in Exhibit B (Schedule of Program Costs), or an amendment to that Exhibit. Sonoma Water anticipates receiving a maximum of \$2,000,000 in grant funding for all Participating Agencies and must collect and invoice for an additional \$2,444,447 in non-federal matching funds from Participating Agencies, for a total program cost of \$4,444,447.
- a. *Sub-Recipient-run Programs:* Estimated amount for Sub-Recipient-run Programs is detailed in Exhibit B.
 - b. *Modification.* Estimated amounts in Exhibit B may be adjusted, as mutually agreed in writing by the parties using the form included in Exhibit B-1 (Amended Schedule of Program Costs), provided total cost does not exceed \$2,000,000 for all Participating Agencies.
- 6.2. *Method of Payment:* Sub-Recipient shall be paid in accordance with the following terms:
- a. Sub-Recipient shall be paid in accordance with Exhibit B (Schedule of Program Costs). Expenses not expressly authorized by the Agreement shall not be reimbursed.
 - b. Sub-Recipient shall not be entitled to any additional payment for any expenses incurred in completion of the services.
 - c. Sub-Recipient will be reimbursed for Program expenditures when grant funds become available. Sonoma Water will distribute payments to Sub-Recipient according to grant guidelines.
 - d. Sub-Recipient shall be responsible for providing match funding in accordance with 3.3 above.

- 6.3. *Quarterly Reports:* Payment is subject to receipt of the quarterly reports; format provided in Exhibit E (Performance Report Templates).
- 6.4. *Excess Costs:* If the Program costs exceed the total amount described in this Agreement for Sub-Recipient–run Programs, Sub-Recipient shall pay for materials and services. Excess costs will be reported as additional matching funds for the grant and are not eligible for additional grant reimbursement.

7. **FINANCIAL ACCOUNTABILITY AND GRANT ADMINISTRATION**

- 7.1. *Financial Management.* Sub-Recipient shall maintain a financial management system and financial records and shall administer funds received pursuant to this Agreement in accordance with all applicable federal and state requirements, including without limitation [2 CFR 200.302\(b\)](#). Sub-Recipient shall adopt such additional financial management procedures as may from time to time be prescribed by Sonoma Water if required by applicable laws, regulations, or guidelines from its federal and state government funding sources. Sub-Recipient shall maintain detailed, itemized documentation and records of all income received and expenses incurred pursuant to this Agreement.
- 7.2. *Indirect Cost Rate.* The Federal Award Identification data in Exhibit D contains the indirect cost rate that applies to this subaward.
- 7.3. *Financial and Other Reports.* Sub-Recipient shall submit to Sonoma Water such reports and back-up data as may be required by Reclamation or Sonoma Water, including without limitation such reports which enable Sonoma Water to submit its own semi-annual financial and annual programmatic reports to Reclamation. Sub-Recipient shall submit reports required to Sonoma Water in accordance with the schedule included in Exhibit E (Performance Report Templates). This provision shall survive the expiration or termination of this Agreement with respect to any reports which Sub-Recipient is required to submit to Reclamation following the expiration or termination of this Agreement.
- 7.4. *Improper Payments.* Any item of expenditure by Sub-Recipient under the terms of this Agreement which is found by auditors, investigators, and other authorized representatives of Sonoma Water, Reclamation, the U.S. Government Accountability Office or the Comptroller General of the United States to be improper, unallowable, in violation of federal or state law or the terms of the federal grant agreement or this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of Sub-Recipient, shall become Sub-Recipient’s liability, to be paid by Sub-Recipient from funds other than those provided by Sonoma Water under this Agreement or any other agreements between Sonoma Water and Sub-Recipient. This provision shall survive the expiration or termination of this Agreement.
- 7.5. *Audited Financial Statements.* In any fiscal year in which Sub-Recipient expends \$750,000 or more in federal awards during such fiscal year, including awards

received as a subrecipient, Sub-Recipient must comply with the federal audit requirements contained in 2 CFR 200 Subpart F, Audit Requirements. In signing this Agreement, Sub-Recipient acknowledges that it understands and will comply with the provisions of 2 CFR 200 Subpart F, Audit Requirements. If such an audit is required, Sub-Recipient agrees to provide Sonoma Water with a copy of the audit report within nine months of Sub-Recipient's fiscal year end. Questions regarding 2 CFR 200 Subpart F, Audit Requirements can be directed to the Sonoma County Auditor-Controller Treasurer-Tax Collector's Office - General Accounting Division.

7.6. Program Closeout.

- a. Final payment request(s) under this Agreement will be the final quarterly report and reimbursement request identified in Exhibit E, Performance Report Templates, and must be received by Sonoma Water no later than the date specified therein. No payment request will be accepted by Sonoma Water after this date without authorization from Sonoma Water. In consideration of the execution of this Agreement by Sonoma Water, Sub-Recipient agrees that acceptance of final payment from Sonoma Water will constitute an agreement by Sub-Recipient to release and forever discharge Sonoma Water, its agents, employees, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which Sub-Recipient has at the time of acceptance of final payment or may thereafter have, arising out of or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.
- b. Sub-Recipient will provide a Final Program Report to Sonoma Water in a format to be determined by the date specified in Exhibit E, Performance Report Templates.

7.7. Sub-Recipient obligations to Sonoma Water under this Agreement shall not terminate until all closeout requirements are completed to the satisfaction of Sonoma Water. Such requirements shall include, without limitation, submitting final reports to Sonoma Water and providing any closeout-related information requested by Sonoma Water by the deadlines specified by Sonoma Water. This provision shall survive the expiration or termination of this Agreement.

8. COOPERATION IN MONITORING AND EVALUATION.

8.1. *Sonoma Water Responsibilities.* Sonoma Water shall monitor, evaluate, and provide guidance and direction to Sub-Recipient in the conduct of approved services performed under this Agreement. Sonoma Water has the responsibility to determine whether Sub-Recipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Sub-Recipient to ensure that Sub-Recipient has met such requirements. Sonoma Water may require Sub-Recipient to take corrective action if deficiencies are found.

8.2. Sub-Recipient Responsibilities.

- a. Sub-Recipient shall permit Sonoma Water to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the federal grant agreement, and Sub-Recipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- b. Sub-Recipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of Sonoma Water, Reclamation, the U.S. Government Accountability Office or the Comptroller General of the United States and Sub-Recipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

9. **TERM OF AGREEMENT**

- 9.1. The term of this Agreement shall be from February 16, 2024 (“Effective Date”), to January 28, 2027, unless terminated earlier in accordance with the provisions of Article 10 (Termination).

10. **TERMINATION**

- 10.1. *Authority to Terminate:* Sonoma Water’s right to terminate may be exercised by Sonoma Water’s General Manager.
- 10.2. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Sub-Recipient fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving Sub-Recipient written notice of such termination, stating the reason for termination.
- 10.3. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Sub-Recipient shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, a pursuant to Paragraph 6 (Payment to Sub-Recipient).
- 10.4. *Termination for Non-Appropriation:* Sonoma Water may terminate this Agreement at any time, upon giving Sub-Recipient thirty (30) days written notice, for any of the following reasons:
- a. Sonoma Water has exhausted all funds legally available for payments to become due under this Agreement.

- b. Funds which have been appropriated for purposes of this Agreement are withheld and are not made available to Sonoma Water.

10.5. *Change in Funding:* Sub-Recipient understands and agrees that Sonoma Water shall have the right to terminate this Agreement immediately upon written notice to Sub-Recipient in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding that Sonoma Water anticipated using to pay Sub-Recipient for services provided under this Agreement or (2) Sonoma Water has exhausted all funds legally available for payments due under this Agreement.

11. MUTUAL INDEMNIFICATION

11.1. Each party to this Agreement (the “Indemnifying Party”) agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the “Indemnified Party”), and the Indemnified Party’s supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party’s breach of any material term of this Agreement, or Indemnifying Party’s negligence or willful misconduct in connection with the performance of this Agreement, but excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party’s breach of any material term of this Agreement, or Indemnified Party’s negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party’s expense, subject to the Indemnifying Party’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for the parties hereto or their agents under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

12. INSURANCE

12.1. With respect to performance of work under this Agreement, Sub-Recipient shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C (Insurance Requirements).

13. EXTRA OR CHANGED WORK

13.1. Except as provided in 6.1.b (Modification), extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency’s General Manager in a form approved by County Counsel. The parties expressly

recognize that Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Sub-Recipient to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Sub-Recipient shall be entitled to no compensation whatsoever for the performance of such work. Sub-Recipient further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

14. REPRESENTATIONS OF SUB-RECIPIENT

- 14.1. *Labor Code Compliance:* Sub-Recipient shall keep informed of and take all measures necessary to ensure compliance with applicable Labor Code requirements, including, but not limited to, §1720 et seq. of the Labor Code regarding public works, limitations on use of volunteer labor (Labor Code §1720.4), labor compliance programs (Labor Code §1771.5) and payment of prevailing wages for work done and funded pursuant to these Guidelines, including any payments to the Department of Industrial Relations under Labor Code §1771.3.
- 14.2. *Nondiscrimination:* During the performance of this Agreement, Sub-Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Sub-Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Sub-Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Sub-Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Sub-Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- 14.3. *Workers' Compensation:* Sub-Recipient affirms that it is aware of the provisions of §3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance

with the provisions of that code, and Sub-Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

- 14.4. *No Suspension or Debarment:* Sub-Recipient warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Sub-Recipient also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 14.5. *Accounting, Audits, and Records Maintenance:* Sub-Recipient and its contractors and subcontractors shall maintain books, records, and other documents pertinent to their work under this Agreement in accordance with generally accepted accounting principles and practices. Records are subject to inspection by Sonoma Water and Reclamation at any and all reasonable times. All records of Sub-Recipient or its contractor or subcontractor shall be preserved for the purpose of Federal audits for at least five (5) years after project completion or final billing, whichever comes later.
- 14.6. *Inspections:* Sonoma Water and Reclamation shall have the right to inspect the work being performed at any and all reasonable times, providing a minimum of 24-hour notice, during the term of this Agreement. Sub-Recipient acknowledges that Program documents may be subject to the Public Records Act (California Government Code Section 6250 et. Seq.). Sonoma Water and Reclamation shall have the right to inspect and make copies of these documents at any and all reasonable times during the term of this Agreement to ensure compliance with the terms and conditions of this Agreement. During regular office hours, Sonoma Water and Reclamation shall have the right to inspect and to make copies of any books, records, or reports of the Sub-Recipient relating to this Grant Agreement. Sub-Recipient shall maintain and shall make available at all times for such inspection accurate records of its costs, disbursements, and receipts with respect to its activities under this Agreement. Failure or refusal by Sub-Recipient to comply with this provision shall be considered a breach of this Grant Agreement, and Sonoma Water may withhold disbursements to Sub-Recipient or take any other action it deems necessary to protect its interests. Sub-Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into for this Agreement.
- 14.7. *Drug-Free Workplace Certification (Certification of Compliance):* By signing this Agreement, Sub-Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code

§8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
- b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Sub-Recipient's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c. Provide, as required by Government Code section 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Agreement:
 - i. Will receive a copy of Sub-Recipient's drug-free policy statement, and
 - ii. Will agree to abide by terms of Sub-Recipient's condition of employment, contract or subcontract.

14.8. *Ownership of Work Product:* All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Sub-Recipient or Sub-Recipient's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of Sonoma Water. Sub-Recipient shall deliver such materials to Sonoma Water upon request in their final form and format. Such materials shall be and will remain the property of Sonoma Water without restriction or limitation. Document drafts, notes, and emails of Sub-Recipient and Sub-Recipient's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

15. DEMAND FOR ASSURANCE

15.1. 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 the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a 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, but not exceeding thirty (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. Nothing in this Article 15 limits Sonoma Water's right to terminate this Agreement pursuant to Article 10 (Termination).

16. ASSIGNMENT AND DELEGATION

- 16.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 16.2. *Subcontracts:* Notwithstanding the foregoing, Sub-Recipient may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 16.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 16.2 will be utilized, Sub-Recipient may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 16.3. The following provisions apply to any subcontract entered into by Sub-Recipient other than those listed in Paragraph 16.2 above:
- a. Prior to entering into any contract with subconsultant, Sub-Recipient shall obtain Sonoma Water approval of subconsultant. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 11, (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, (c) prohibit the assignment or delegation of work under the agreement to any third party, and (d) include contract provisions specified in 2 CFR 200.327.
- 16.4. *Summary of Subconsultants' Work:* Sub-Recipient shall provide Sonoma Water with a copy of subconsultant contract and summary of work performed by subconsultants with each invoice submitted under Paragraph 6.2.d. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

17. MISCELLANEOUS PROVISIONS

- 17.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in

Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.

- 17.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 17.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Sub-Recipient and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Sub-Recipient and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 17.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 17.5. *No Third-Party Beneficiaries:* Except as provided in Article 11 (Mutual Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 17.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 17.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 17.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this

Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

- 17.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 17.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 17.11. *Signature(s): Counterpart; Electronic Signatures:* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

/

/

/

/

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

TW 23/24-072

Reviewed as to funds:

By: _____
Sonoma County Water Agency
Division Manager – Administrative
Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

Sub-Recipient

By: _____
Grant Davis
General Manager

By: _____
Name: _____

Authorized per Sonoma County Water
Agency’s Board of Directors Action
August 9, 2022

Title: _____

Date: _____

Date: _____

Exhibit A

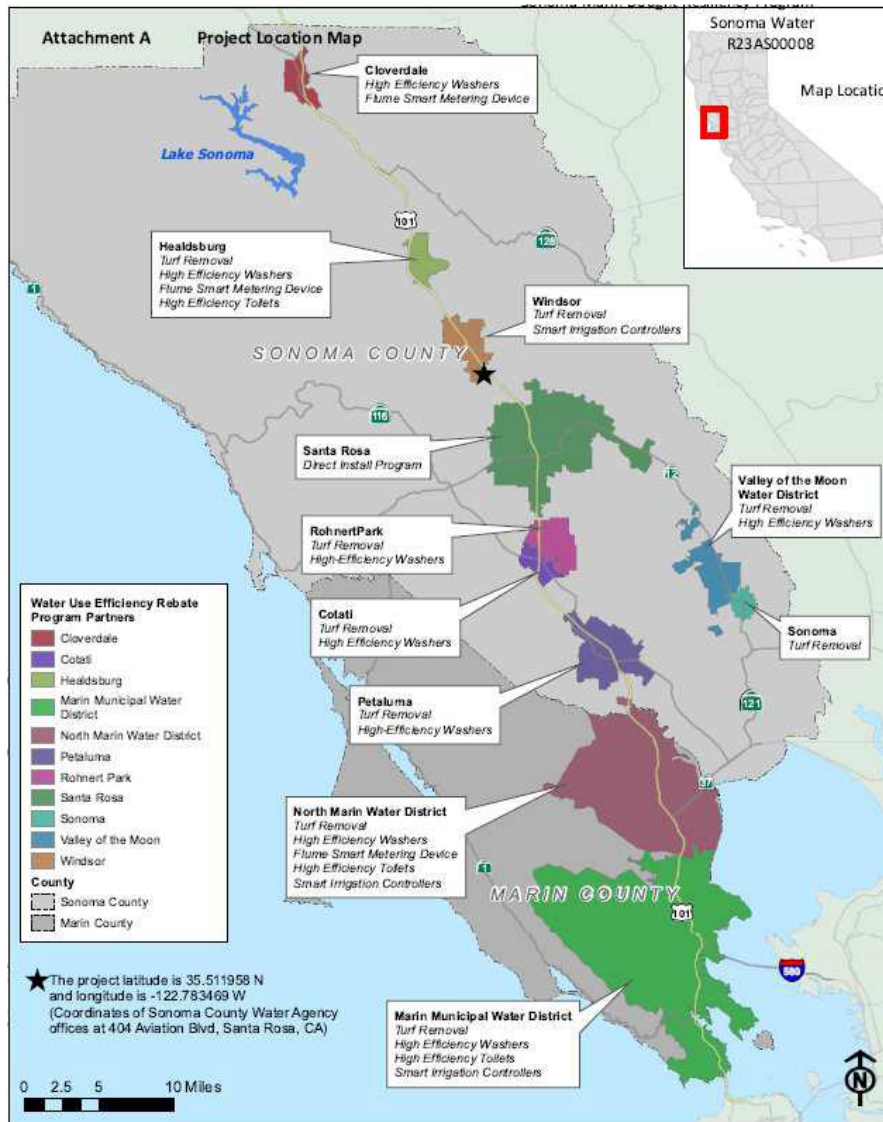
Program Scope

1. REBATE PROGRAMS END ON OR BEFORE 9/30/26

2. PROGRAM OVERVIEW

Through the Sonoma-Marín Drought Resiliency Program, Participating Agencies will provide rebates for turf removal, high-efficiency toilets and appliances, water monitoring devices, and smart irrigation controllers, and will directly install indoor plumbing fixtures. Participating Agencies shall record the locations of turf removal, and the locations of all rebates and directly-installed plumbing fixtures, and provide this information to Sonoma Water for federal reporting requirements.

Project Location Map



3. **GRANT FUNDED MEASURES**

- A. *The Water Efficient Landscape Rebate Program (Turf Replacement)*: Sub-Recipient may implement the turf replacement program by following established procedures for approving rebate applications, verifying amount of turf removed, and administering rebates. Backup documentation such as copies of checks to customers or rebate applications will be provided upon request.
- B. *High Efficiency Washer Rebate Program*: Sub-Recipient may implement the clothes washer replacement rebate program by following established procedures for approving rebate applications, verifying qualified models of clothes washers, and administering residential rebates. Backup documentation such as copies of checks to customers or rebate applications will be provided upon request.
- C. *High Efficiency Toilet Program*: Participating partners may implement rebates for high efficiency toilets by following established procedures for approving rebate applications, verifying qualified models of toilets purchased, and administering rebates. Backup documentation such as copies of checks to customers or rebate applications will be provided upon request.
- D. *Smart Irrigation Controller Program*: Sub-Recipient may implement rebates for smart irrigation controllers by following established procedures for approving rebate applications and verifying qualified models of irrigation controllers. Backup documentation such as copies of checks to customers or rebate applications will be provided upon request.
- E. *Flume Smart Measuring Device Program*: Sub-Recipient may implement the Flume Smart Measuring Device Installation rebate program by following established procedures for approving rebate applications, verifying Flume installation, administering residential rebates. Backup documentation such as copies of checks to customers or rebate applications will be provided upon request.
- F. *The Direct Install Program* (not used by North Marin Water District): Sub-Recipient will work with qualified plumbers to install high-efficiency indoor fixture packages in households. These packages may include one ultra-high efficiency toilet (UHET) at 0.8 gallons per flush (gpf), one showerhead at 1.5 gallons per minute (gpm), one faucet aerator at 1.0 gpm and a kitchen faucet aerator at 1.5 gpm. Multiple packages may be installed in one household depending on the need of each household. Sub-Recipient will ensure toilets and fixtures are installed according to program requirements and specifications, including post- installation verification sampling. Management strategies for post-installation monitoring will be adapted and expanded as needed based on sample results to meet the program goals and requirements. Backup documentation such as copies of checks to plumbers or rebate applications will be provided upon request.

G. Deliverables

- 1) Quarterly reports to Sonoma Water as specified in Section 3.6 (*Quarterly Progress and Financial Reports*) and Exhibit E (Performance Report Templates) of this Agreement.
- 2) Copies of public outreach, marketing, project photos, and promotional/web link materials.
- 3) Examples of rebate applications
- 4) Copies of checks or additional backup documentation in support of costs (upon request).
- 5) Final report:
 - a. Provide a final report to Sonoma Water as specified in Exhibit E (Performance Report Templates) of this Agreement to fulfill reporting grant closeout requirements for Reclamation. This will include costs and/or benefits deriving from the Program since completion, among other information. The final report template will be provided closer to the project end date

Exhibit B

Schedule of Programs and Costs

Grant-Funded Measure	R Grant Rebate maximum	Grant Funds available	Sub-Recipient's Match Obligation
Turf Replacement Program	Up to \$0.50 <u>\$1.00</u> /sq ft	\$ <u>87,750.00</u>	\$ <u>107,250.00</u>
High Efficiency Washer Rebate Program	Up to \$75.00 <u>100.00</u> each	\$ <u>6,750.00</u>	\$ <u>8,250.00</u>
High Efficiency Toilet Program	Up to <u>\$125.00</u> each	\$ 0 <u>25,312.00</u>	\$ 0 <u>30,938.00</u>
Smart Irrigation Controller Program	Up to <u>\$300.00</u> each	\$ 0 <u>10,125.00</u>	\$ 0 <u>12,375.00</u>
Flume Smart Measuring Device Program	Up to <u>\$150.00</u> each	\$ 0 <u>6,750.00</u>	\$ 0 <u>8,250.00</u>
Direct Install Program <u>(not used by North Marin Water District)</u>	Up to \$325.59 per package Up to \$ per package/a	\$0	\$0
Total Available Funding		\$ <u>136,687.00</u>	\$ <u>167,063.00</u>

Note: Additional funds may become available if Participating Agencies do not use allocated amounts. Amount of funding and eligible quantities may be modified by using Exhibit B-1-Amended Schedule of Program Costs.

Exhibit B-1

Amended Schedule of Programs and Costs

Grant-Funded Measure	R Grant rebate maximum	Grant Funds available	Sub- Recipient's Match Obligation
Turf Removal Rebate	Up to \$/sq ft		
High Efficiency Washer Rebate	Up to \$ each		
Flume Home Water Measuring Rebate	Up to \$ each		
High Efficiency Toilet Rebate	Up to \$ each		
Smart Irrigation Controllers Rebate	Up to \$ each		
Direct Install Program <u>(not used by North Marin Water District)</u>	Up to \$ per package Up to \$ each		
Total Available Funding		XXXX.XX	XXXX.XX

Sonoma Water and Sub-Recipient mutually agree that quantities and dollar amounts listed above will replace any earlier version of Exhibit B. All conditions of the Agreement other than those specifically changed by this amended Exhibit shall remain in effect.

Sub-Recipient

Sonoma County Water Agency

By: _____

Reviewed by Paul Piazza, Program Manager:

Title: _____

By: _____

Date: _____

By: _____

Brad Elliott, Grant Manager

Sonoma Water copies to:
Accounting and Records
Joan Hultberg

Date: _____

Exhibit C

Insurance Requirements

1. INSURANCE TO BE MAINTAINED BY SUB-RECIPIENT

Sub-Recipient shall maintain insurance, pooled risk, and/or self-insurance as described below and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for the entire term of the Agreement after all funds have been disbursed.

Sonoma Water reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Sonoma Water's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or Sonoma Water's failure to identify any insurance deficiency shall not relieve Sub-Recipient from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if Sub-Recipient has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers' Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance
- e. If Sub-Recipient currently has no employees as defined by the Labor Code of the State of California, Sub-Recipient agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Sub-Recipient maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Sub-Recipient.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water. Sub-Recipient is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Sub-Recipient has a claim against the insurance or is named as a party in any action involving Sonoma Water.
- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds or additional covered parties for liability arising out of Sub-Recipient's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds/additional covered parties shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between Sonoma Water and Sub-Recipient and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned vehicles if Sub-Recipient owns vehicles.
- c. Insurance shall cover hired and non-owned vehicles.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Standards for Insurance Companies

- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

1.5. Documentation

- a. The Certificate of Insurance must include the following reference: TW 23/24-072.
- b. Sub-Recipient shall submit required Evidence of Insurance prior to the execution of this Agreement. Sub-Recipient agrees to maintain current

Evidence of Insurance on file with Sonoma Water for the required period of insurance.

- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Sub-Recipient shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.6. Policy Obligations

- a. Sub-Recipient's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Exhibit D

Federal Award Identification and Pass-Through Requirements

[add PDF to final for signature; provide other party with PDF docs for review]


Exhibit E

Performance Report Templates

[Add PDF to final for signature]

7

**MEMORANDUM**

To: Board of Directors
From: Tony Williams, General Manager 
Subject: Interim District Strategic Planning Update
t:\gm\bod memos 2024\8-6-24 meeting\8-6-24 bod memo interim strategic plan.docx

Date: August 6, 2024

RECOMMENDED ACTION: Information Only
FINANCIAL IMPACT: \$24,620 (previously approved)

At the November 7, 2023 Board meeting, a final report was presented on the overall progress and conclusion of the District's 2018 Strategic Plan. In addition to receiving the report, the Board provided concurrence with staff's recommendation to conduct interim strategic planning efforts that would support a 2025 Strategic Plan. At the February 6, 2024 Board meeting, the Board authorized an agreement with the District's public relations and communications consultant, Kiosk Creative LLC (Kiosk), to support those interim efforts. The purpose of this memorandum is to provide an update on the actions completed to date, as well as the remaining work.

The following list summarizes the planning efforts have been completed as of the end of July 2024 as well as upcoming activities needed to complete the planning efforts:

- A comprehensive review of District activities, functions and business areas and analysis of current and potential future resources, as well as ranking of priorities (**complete**)
- Review of organizational charts of comparable California water districts (**complete**)
- An online staff survey that consisted of multiple-choice answers as well as optional written responses. Forty-three (43) members of the District staff completed the survey (**complete**)
- Subsequent one-on-one interviews by Kiosk of seven staff members with at least one representative for each District Department (**in-progress**)
- Interviews by Kiosk with District "Senior Management Staff" (**early August**)
- Interviews of each Board Director by Kiosk (**late August, early September**).

Once the above actions are complete, Kiosk will prepare a report that summarizes the key themes, issues and opportunities using the information gathered from the actions noted above. The report will be presented to the Board at a future meeting.

ATTACHMENTS: None

8

**MEMORANDUM**

To: Board of Directors Date: August 6, 2024
From: Eric Miller, Assistant General Manager / Chief Engineer *EM*
Subject: Administration & Laboratory Upgrade Project – Construction Update
r:\folders by job no\6000 jobs\6501.44 nmwd office_yard bldg renovation\bod memos\2024 0806 - project update ppt\08-06-24 bod memo bldg project update.docx

RECOMMENDED ACTION: Information Only

FINANCIAL IMPACT: None at this time

On April 29, 2022, your Board approved award of a contract to D.L. Falk Construction Inc. for the construction phase of the Administration and Laboratory Upgrade Project. The project consists of a renovation of the District's existing nearly 60-year old office building and a new one-story addition to provide a new water quality laboratory, new staff lunchroom, and lobby area.

The construction phase began with a pre-construction meeting on June 21, 2022. Since that meeting, District staff has been deeply involved in coordination with the design team, construction administrator, and the contractor. The contractor's most recent schedule indicates project completion by the end of September 2024, although delivery and installation of the building's electrical service equipment remains a critical milestone without a confirmed timeline.

District staff last provided a project update at the April 16, 2024 Board meeting and plans to continue providing quarterly informational presentations to the Board with details regarding schedule updates, progress photos, unforeseen issues, and budget status.

ATTACHMENTS: Presentation slides dated August 6, 2024



**NORTH MARIN
WATER DISTRICT**

**Administration & Laboratory
Upgrade Project
Construction Update**

August 6, 2024



Progress Photos



06/27/2024

1	Progress Photos
2	Unforeseen Issues
3	Schedule Update
4	Budget Status



Progress Photos



07/29/2024



06/21/2024

Boardroom Northern and Southern Wall



Progress Photos

Aerial Drone Footage



06/27/2024



Progress Photos



06/21/2024



06/21/2024

Front Lobby



Progress Photos



07/29/2024



03/22/2024

Lab Exterior Panels



Progress Photos



Overhead View – Both Buildings

06/27/2024



Progress Photos



07/29/2024



07/29/2024

New Water Quality Lab



Progress Photos

Employee Entrance



07/29/2024



07/29/2024



Progress Photos

Lunch Room Facing East



06/21/24

07/29/24

Engineering Office



Progress Photos



06/21/2024



07/29/2024

Redwood at Mail Boxes
and Lunch Room



Progress Photos



07/29/2024

New Accessible
Public Entrance

Walking Path for
Demonstration Garden

07/29/2024





Unforeseen Issues

Supply Chain Delays



06/21/2024

Material procurement continues to be an issue of discussion and uncertainty

Electrical Main Switch Board (MSB) is the remaining major unknown.

Materials Impacted

Electrical Equipment ¹

Delivery Unknown

Mechanical Equipment

Installation Complete

Decorative Glass

Fabrication In-Progress

Exterior Paneling

Installation @ 90%

Lab Equipment

Installation @ 90%

¹ Main Switch Board (MSB) delivery expected in August 2024



Equipment Delivery Delays

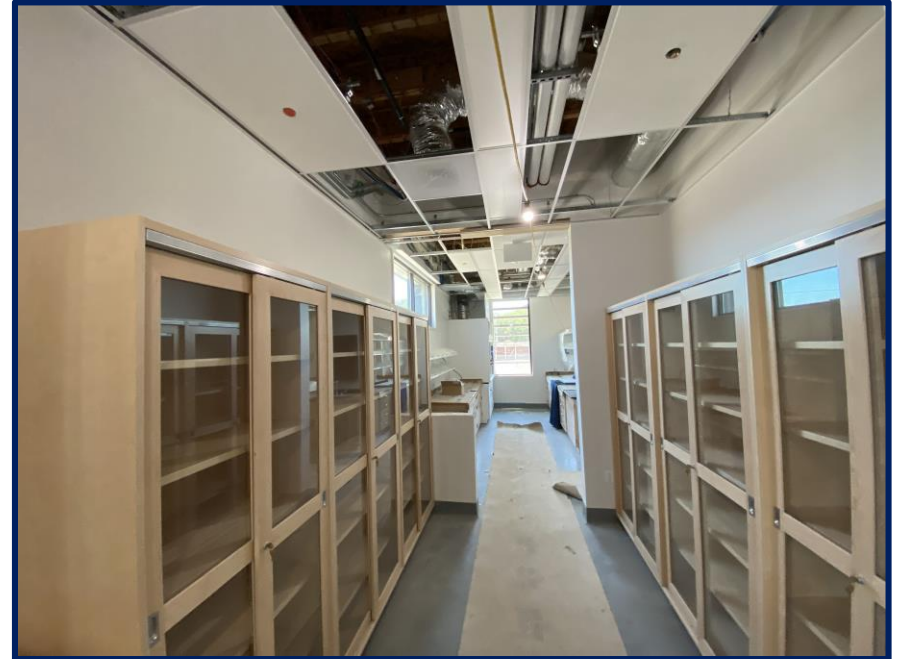
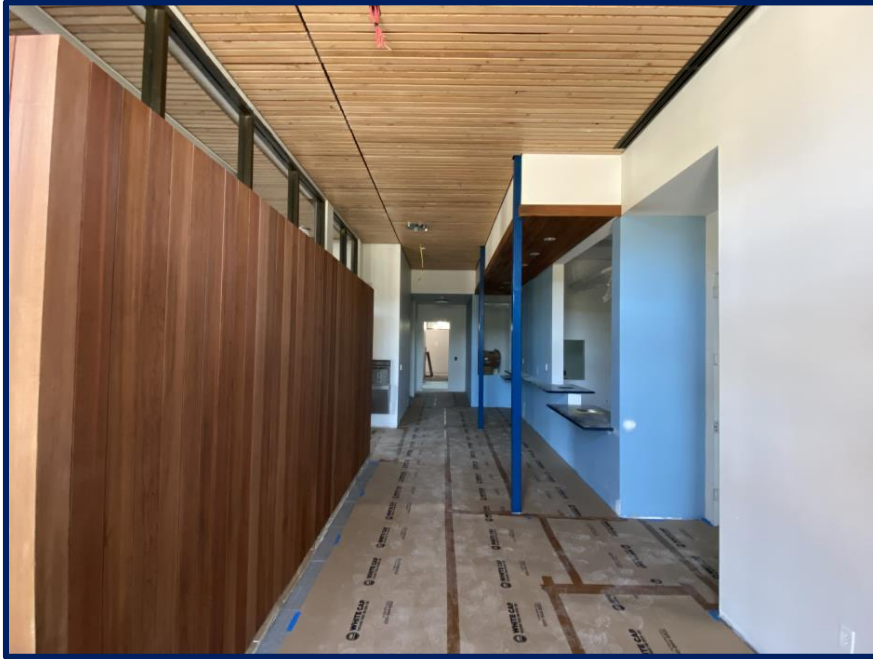


PG&E will not provide site power until installation of the MSB is verified (delivery date of MSB unknown)

07/29/24



Decorative Glass Delays



06/21/24

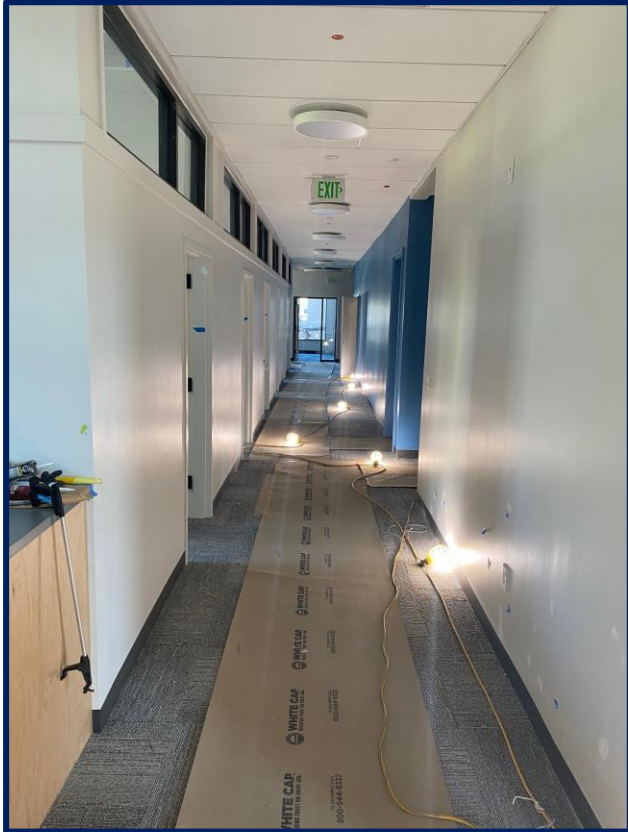
*We may move back to 999 Rush Creek Place
prior to installation of decorative glass*





Project Schedule

Project Schedule



07/29/24

1st Day of Work	July 11, 2022
Original Project Duration	420 calendar days
Time Elapsed as of 6/30/24	720 calendar days (170%)
Original Project Completion	September 4, 2023

Weather Days Added	37 working days ¹
Days Added via Change Order	89 working days ²
Adjusted Project Completion	February 19, 2024

Contractor's Scheduled Completion	September 16, 2024
Difference in Completion Dates	210 calendar days

¹ base contract included 15 assumed weather days. (52-15=37)

² includes 33 working days negotiated due to owner-caused delays



3-Month Look Ahead Schedule

Item of Work	July				August				September			
Administration Building												
Exterior Metal Paneling	X	X	X	X	X	X						
Punch List, Doors, Final Cleanup				X	X	X	X					
Furniture Installation							X	X	X			
Site Work, Decks, Lighting, Landscape	X	X	X	X	X	X	X	X	X	X	X	X

Lab Building												
M.E.P. Trim and Ceiling Close-In	X	X	X	X	X	X						
Lunchroom Ceiling and Trim						X	X	X				
Punch List, Doors, Final Cleanup							X	X	X	X		
Systems Commissioning										X	X	X





Budget Status

Budget Status

¹ through June 2024



07/29/2024

DL Falk Contract	\$	11,614,000	
Billings to Date ¹	\$	10,897,467	94%

Contingency	\$	1,252,000	
CO Forecast ²	\$	963,750	77% ³

Project Start	July 11, 2022	
Time Elapsed	720 days	
Orig. End Date	Sept 4, 2023	170%
Adj. End Date	Feb 19, 2024	130%

² includes bid add. for landscape - \$96k (7.7%)

³ represents change orders 1-20, add'l change orders pending





Questions?



9

DISBURSEMENTS - DATED JULY 18, 2024

Date Prepared 7/15/24

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 (July Health Ins)	\$1,417.18
2	Argonaut Constructors Inc.	Prog Pymt#2: Oceana Marin Rehabilitation Project (Balance Remaining on Contract \$1,352,100)	122,360.00
3	Athens Administrators	June Indemnity Review Fee	105.00
4	Backflow Distributors	Freeze Bags for Backflow Devices (20)	1,846.11
5	Bold & Polisner	June Legal Fees-General (\$1,778) & NMWD Portion Potter Valley FERC (\$382)	2,160.00
6	Building Supply Center	Concrete (80 lbs), Lumber & Pressure Gauge	67.25
7		Retiree Exp Reimb (July Health Ins)	548.98
8		Retiree Exp Reimb (July Health Ins)	548.98
9		Retiree Exp Reimb (July Health Ins)	548.98
10	Comcast	July Internet (1250 Lynwood Dr & Buck Institute)	572.62
11	Comcast	July Phone Services (Wood Hollow, Buck Inst, Yard & STP)	1,552.88
12	Core & Main	Washers (100)	75.96
13	Diego Truck Repair Inc	Emergency Towing Services on 7/3/24 ('12 Int'l Dump Truck)	591.50
14	E & M	Prog Pymt#3: Updated Electrical Enclosure @ Gallagher Ranch (\$57,713) (Balance Remaining on Contract \$5,000) & On-Site Audit of Existing Motor Control Center at Lynwood Pump Station (\$2,350)	60,062.94
15	Enterprise FM Trust	Monthly Leases for Nissan Rogue (2), Nissan Frontier (2), F-150's (7), F-250's (4), Ford Rangers (6), Chevy Bolts (2), Chevy Colorado & Nissan Leaf	14,281.29

Seq	Payable To	For	Amount
16	Environmental Science Assoc	Prog Pymt#7: Gallagher Ranch Streambank Stabilization Project (Balance Remaining on Contract \$10,799)	2,506.90
17	Forevergreen Landscape and Maintenance	Mowing Services (Stafford Dam & Hamilton Airbase)	10,270.00
18	Frazier, Thomas	Refund Over Payment on Closed Account	130.00
19	Freyer & Laureta, Inc.	Prog Pymt#3: Consulting for 2024 Master Plan Update (Balance Remaining on Contract \$10,645)	17,890.40
20	Friedman's Home Improvement	Roofing Material, Saw Blades, Impact Tool Supplies & Battery	562.43
21	Frontier Communications	July Leased Lines	1,687.50
22	Frontier Communications	July Internet (STP)	654.17
23	Goodpaster, Stacie	Exp Reimb: AWWA + CA-NV Section Dues	321.00
24	Grainger	Service Parts ('13 Vac Excavator) (\$459), Hepa Filter (Warehouse) (\$348), Miscellaneous Maintenance Tools & Supplies	942.69
25	Hall Dump Truck Service	Hauling Services - Load & Haul 49 Loads of Dirt (Back Lot Spoils & Railroad/Rose PVC Replacement Project)	13,160.00
26	Hasa, Inc.	Sodium Hypochlorite (200 gal - PRTP)	576.00
27	Hooper, Keith	Novato "Smart Irrigation Controller" Program	129.99
28	InfoSend, Inc.	June Processing Fees for Water Bills (\$1,275), Postage (\$4,216) & Monthly Support Fee (\$942)	6,432.49
29		Retiree Exp Reimb (July Health Ins)	548.98
30	Kehoe, Chris	Exp Reimb: Registration for Wine Country Waterworks Association Trade Show & Training Symposium on 8/15/24 (6 Employees)	810.00
31	Department of Labor and Industries Washington	Quarterly WA Worker's Comp Premium for Employee Working Remotely	25.08
32		Retiree Exp Reimb (July Health Ins)	548.98
33		Retiree Exp Reimb (July Health Ins)	1,417.18
34		Retiree Exp Reimb (July Health Ins)	548.98
35	Marin Independent Journal	Display AD: Rate Hearing - 6/14/2024	250.00

Seq	Payable To	For	Amount
36	Marin County Ford	Service Parts ('17 F350)	363.96
37	County of Marin	Encroachment Permits (55 Bridge Rd & 15 Atherton Oaks Dr-Novato)	1,472.40
38	McLellan Co, WK	Miscellaneous Paving & Striping	21,232.12
39	McMaster-Carr Supply Co	6' Steel Bars (2)	52.19
40	NeoGOV	Annual License & Renewal FY 24/25	5,783.11
41	New Pig Corporation	Tool Caddy	126.47
42	North Marin Auto Parts	Service Parts ('13 Vac Excavator, '24 F250 & '19 Mobile Generator)	434.11
43	North Bay Gas	Nitrogen (STP)	30.00
44	Novato, City of	Encroachment Permits & Inspection (472 San Andreas Drive & 7546 Redwood Blvd)	1,470.16
45	Novato Chamber of Commerce	Leadership Class (Kehoe)	1,200.00
46	O'Reilly Auto Parts	Car Cleaning & Detailing Supplies	68.27
47	Pace Supply	Rubber Meter Gaskets (1,000)	425.32
48	Parkinson Accounting Systems	June Accounting Software Support & Annual Maintenance on Accounting Software (8/24-7/25) (\$2,570) (Budget \$2,600)	2,765.00
49	Pacific Gas & Electric Co	Power: Buildings/Yard (\$3,945), Other (\$313), Pumping (\$78,908), Rect/Controllers (\$726) & TP (\$177)	84,069.94
50	Pini Hardware	Miscellaneous Maintenance Tools & Supplies	1,115.76
51	Plasencia, Carmen	Refund Overpayment On Closed Account	100.52
52	Point Reyes Prop Mgmt Assn	July HOA Fees (25 Giacomini Rd)	75.05
53	Pollard Water	Adaptors (6) (\$453), Meter Pit Pumps (2) & Pin Lug Caps (5)	795.37
54	Preferred Alliance, Inc.	Pre-Employment Tests (7 Employees)	294.00
55	Recology Sonoma Marin	June Trash Removal	662.98
56	Roberts Water Technologies Inc	Replacement Check-Original Lost in Mail (Replacement Filter Drain System - STP)	205,659.59
57	Rotary Club of West Marin	Annual Dues (Clark) (7/24-6/25)	380.00
58		Retiree Exp Reimb (July Health Ins)	548.98

Seq	Payable To	For	Amount
59	Soiland Co., Inc.	Rock (80 yds)	2,557.61
60	Sonoma-Marin Arborists Inc	Tree Removal & Trimming Services (San Marin Pump Station)	6,545.00
61	Staples Advantage	Document Scanner (Admin)	379.74
62	State Water Resources Control	D3 Distribution Certification Renewal (Clark)	90.00
63	State Water Resources Control	Clean Drinking Water SRF Loan Principal & Interest RW S PH2 (Pymt #11 of 20)	100,232.68
64	Stein, Mervyn	Novato "Washer" Rebate Program	75.00
65	US Postal Service	Meter Postage	1,500.00
66	Verizon Wireless	SCADA & AMI Collectors (\$650)	1,116.72
67	Vulcan Materials Company	Power Patch (4 yds) (\$1,033), Pea & Sand (16 yds) (\$1,067)	2,100.23
68	Weishaar, Richard	Refund Over Payment on Closed Account	1,195.60
69	West Coast Energy Systems LLC	Emergency Repair & Diagnostic Work for Mobile Generator	4,364.25
70	Williamson, Matthew	Exp Reimb: Study Book & Course for D2 Certificate	229.25
71	Williams, Anthony	Exp Reimb: Supplies for Patio Picnic	62.67
72	Wilson Bohannan Company	Brass Locks (100)	1,689.88
73	Wine Country Water Works Association	Conference Registration & Membership (4 Employees)	540.00
74	Winzer Corporation	Zircotex Discs (20) & Flaps (20)	473.38
75	ZORO	Bulb Planter, Sledge Hammers (4) & Tape Measures (4)	248.68
		TOTAL DISBURSEMENTS	<u>\$718,678.43</u>

The foregoing payroll and accounts payable vouchers totaling \$718,678.43 are hereby approved and authorized for payment.


Auditor-Controller

07/16/24
Date


General Manager

7/16/2024
Date

DISBURSEMENTS - DATED JULY 25, 2024

Date Prepared 7/22/24

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:


Seq	Payable To	For	Amount
P/R*	Employees	Net Payroll PPE 7/15/24	\$208,204.06
90729*	Internal Revenue Service	Federal & FICA Taxes PPE 7/15/24	109,071.96
90730*	State of California	State Taxes & SDI PPE 7/15/24	24,645.64
90731*	CalPERS	Pension Contribution PPE 7/15/24	59,165.49
90725- 90726*	CalPERS	Annual Unfunded Liability FY 24/25 (Classic \$1,428,497 & Pepra \$9,190)	1,437,687.00
90732*	Nationwide	Deferred Compensation PPE 6/30/24	7,344.85
90733*	Nationwide	Deferred Compensation PPE 7/15/24	12,007.29
90734*	Nationwide	Deferred Compensation 7/15/24-401A Match	2,523.82
90728*	Amazon	Computer Supplies, Concrete Mixing Mats (4) (\$447), Air Filter for Warehouse, Service Awards (2) & Multi-Tool (Const)	917.80
EFT*	US Bank	June Bank Analysis Charge (Lockbox \$912 & Other \$513, Less Interest \$222)	1,202.96
1	100 Wood Hollow Drive Owner	August 2024 Rent for 100 Wood Hollow	37,554.85
2	Alameda Electrical Distributors	Weatherhead & Wire 100' (\$369)	401.10
3	American Family Life Ins	July 2024 Employee Paid Benefit	4,070.55
4	Associated Right of Way Services	Prog Pymt#12: Valuation Services for Lynwood Pump Station Replacement Project (Balance Remaining on Contract \$5,003)	402.50
5	AT&T	Leased Lines	63.14
6	Automation Direct	Pressure Transmitter (3)	422.07
7	AWWA CA-NV SEC	Lab Analyst Grade 2 Renewal (Nommsen)	100.00


Seq	Payable To	For	Amount
8	Bank of Marin	Bank of Marin Loan Principal & Interest (Pymt#153 of 240) Aqueduct Energy Efficiency Project	46,066.67
9	Burr, Jane	Refund Overpayment on Open Account	1,456.88
10	California Water Service	July Water Service	46.10
11	Core Utilities, Inc	Consulting Services: June IT Support (\$6,000), SCADA/PLC Support (\$425), CMORE Programming (\$4,550) & CORE Billing Maintenance	11,175.00
12	Core & Main	Flat Washer (15)	11.40
13	Diesel Direct West	Diesel (500 gal) (\$2,352) & Gasoline (573 gal) (\$2,448)	4,799.93
14	Fredric C. Divine Assoc Architects, Inc	Prog Pymt#3: Provide Architectural Design & Drawings for Construction Locker Room (Balance Remaining on Contract \$164)	1,894.50
15	Fasbinder, Thomas A.	Novato "Rainwater Harvesting" Rebate Program	206.25
16	Forevergreen Landscape and Maintenance	Mowing Services (STP, Amaroli Tank Site & Lynwood Pump Station)	6,175.00
17	Frid, Ilya	Novato "Cash for Grass" Rebate Program	500.00
18	GHD Inc.	Prog Pymt#14: GIS Conversion to ESRI & Mapping Support (Balance Remaining on Contract \$2,320)	2,231.55
19	Grainger	Miscellaneous Maintenance Tools & Supplies	1,340.31
20	Intellaprint Systems	Annual Maintenance Service Contract (Engineering Plotter)	900.00
21	Lincoln Life Employer Serv	Deferred Compensation PPE 7/15/24	8,771.14
22	County of Marin	Encroachment Permit (161 Bahama Reef, Novato)	736.20
23	Marshall & Co.. Property Mgmt	Refund Over Payment on Closed Account	932.75
24	McLellan Co, WK	Miscellaneous Paving	10,389.28
25	Mutual of Omaha	August 2024-Group Life/ADD Insurance Premium & Vision	2,386.91

Seq	Payable To	For	Amount
26	Nerviani's Backflow	Backflow Testing Services (15)	975.00
27	Noll & Tam Architects	Prog Pymt#37: (\$16,335) & Prog Pymt#38: (\$14,723) Architectural & Engineering Services for Admin Headquarters Upgrade (Balance Remaining on Contract \$123,614)	31,058.25
28	Nommsen, Jessica	Exp Reimb: Wine Country Waterworks Membership Renewal	35.00
29	Novato Sanitary District	Operation of Deer Island Recycled Water Facility (10 Days-August 2023)	1,596.00
30	ODP Business Solutions, LLC	Miscellaneous Office Supplies	118.83
31	O'Reilly Auto Parts	Diesel Additive	121.48
32	Pace Supply	Ring Gaskets (65) (\$660), Bushings (6), Caps (4), Couplings (6), Plugs (10), Valves (6) (\$3,668) & Clamps (3)	4,637.58
33	Peterson Trucks	Smog Test ('02 Int'l 4300) & Service Parts ('12 Int'l Dump Truck) (\$1,374)	1,478.79
34	Quadient, Inc.	August Postal Meter Rental	143.09
35	Redwood Health Services, Inc.	July 2024 Dental Claims & Fees Expense	6,462.16
36	Rowan, Debra	Refund Over Payment on Closed Account	84.92
37	Sanitation Services, Inc.	Portable Toilet Rental (6/19-6/25/24)	220.95
38	Sonoma County Water Agency	June Contract Water	864,701.39
39	SPG Solar Facility XII, LLC	June Energy Delivered Under Solar Services Agreement	16,663.06
40	Steele, Benjamin	Exp. Reimb: Safety Boots	359.70
41	Township Building Services	June Janitorial Services (Yard-\$1,198 & STP)	1,579.21
42	United Parcel Service	Delivery Services: Sent Engineering Equipment out for Repair & Pipettes Out for Calibration	47.20
43	USA BlueBook	Tube Male Connector	115.32
44	US Bank	June Safekeeping Treasury Securities	220.00
45	Van Rooij Costa, Pedro	Novato "Smart Irrigation Controller" Program	122.43

Seq	Payable To	For	Amount
46	Vulcan Materials Company	Pea & Sand (15 yds)	1,039.55
47	White & Prescott	Prog Pymt#42: Hamilton Village Water Line Easement (\$315) (Balance Remaining on Contract \$24,230) & Prog Pymt#43: Ignacio Facility Potable Water Improvements (\$900) (Balance Remaining on Contract \$23,300)	1,215.00
48	Wu, Yin	Novato "Washer" Rebate Program	75.00
49	ZORO	Construction & Maintenance Supplies	441.55
TOTAL DISBURSEMENTS			<u>\$2,939,316.41</u>

The foregoing payroll and accounts payable vouchers totaling \$2,939,316.41 are hereby approved and authorized for payment.


07/23/24
 Auditor-Controller Date


7/23/24
 General Manager Date

DISBURSEMENTS - DATED August 1, 2024

Date Prepared 7/29/24

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:

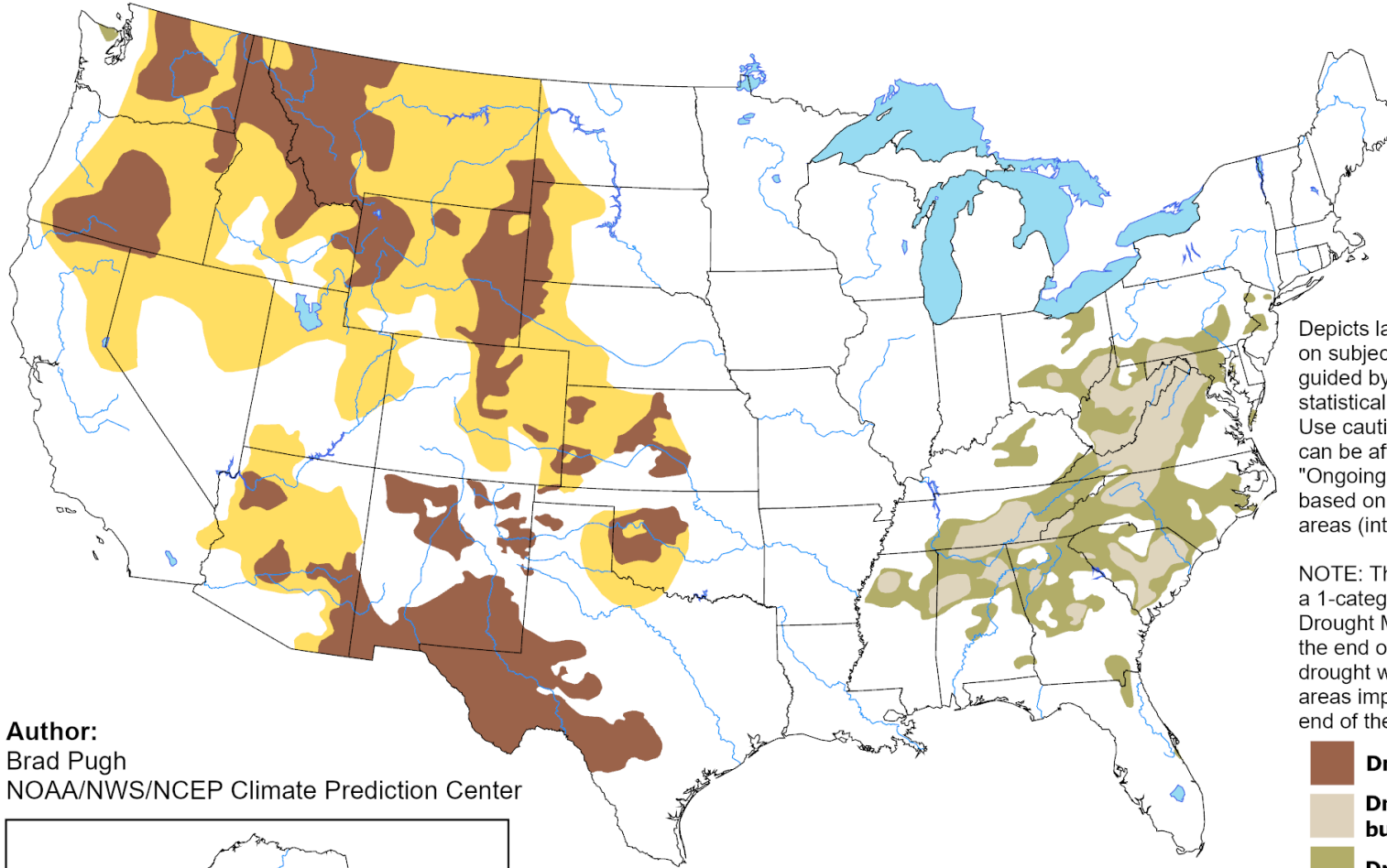
Seq	Payable To	For	Amount
1	Alameda Electrical Dist. Inc	Generator Cord (200')	\$535.95
2	Alpha Analytical Labs	Lab Testing	3,462.00
3	Boucher	June Labor & Law Matters	2,748.61
4	BWS Distributors, Inc.	Safety Supplies for Construction	428.40
5	Ditch Witch West	Sensor (\$384) & Nozzle (\$348)	732.66
6	Fiserv/Bastogne Inc.	Refund Unable to Locate Account	204.69
7	Fisher Scientific	Petri Dishes (600) (Lab)	126.65
8	Freyer & Laureta, Inc.	Prog Pymt#20: (\$18,616), Prog Pymt#21: (\$5,630) Engineering & Design Services for Lynwood Pump station (Balance Remaining on Contract \$ 48,163) & Prog Pymt#4: (\$2,356) Consulting for 2024 Master Plan Update (Balance Remaining on Contract \$8,289)	26,602.00
9	Garrett, Daniel	Exp Reimb: D4 Renewal Certification & Postage	157.59
10	Ghilotti Construction	Prog Pymt#4: (\$6,861) Replace Supernatent Line Phase 1 & 2 (Balance Remaining on Contract \$49,198) & Final Retention Billing (\$33,214)	40,075.33
11	Grainger	Pressure Gauge (\$418), Valve Seats (12) (\$406), Water Coils (2) (\$345), Chlorine Reagents (\$273), Hose Assembly (\$283), Pipe Thread Sealant (\$226) & Miscellaneous Maintenance Tools & Supplies	4,398.69
12	HERC Rentals Inc.	Generator Rental (6/21/24-7/21/24)	3,990.02
13	Home Depot	Drill Bits (10) & Rapid Set Concrete (100-60 lb. bags) (\$1,592)	1,667.93
14	InfoSend, Inc.	July 1-13 Processing Fee for Water Bills (\$300) & Postage (\$1,029)	1,329.72

Seq	Payable To	For	Amount
15	Ixom	Hardware Kit & Intake Plates for Solar Bee (4)	262.14
16	Kaiser Foundation Health Plan	Pre-Employment Physicals (7 Employees)	455.00
17	Kiosk Creative LLC	June-July Marketing Communication & Outreach Services (\$4,812) (Balance Remaining on Contract \$75,770) & Display Designs for 2024 Marin County Fair Exhibits (\$1,800)	6,612.51
18	MG WEST	Common Area Furniture (BOD, Lobby, Meeting Rooms) (\$37,375) & Admin and Lab Office Furniture and Storage (\$135,520)	172,895.98
19	Miller Pacific	Prog Pymt#15: Admin & Lab Upgrade Project (\$6,072) & Prog Pymt#16: Geotech Services-Cherry Hill Wall Replacement (\$300) (Balance Remaining on Contract \$25,056)	6,372.10
20	Nommsen, Jessica	Exp Reimb: CWEA Training - Understanding ION Chromatography	30.00
21	Novato Sanitary District	April (\$4,080) & May (\$13,876) 2024 Recycled Water Operating Expense	17,955.62
22	ODP Business Solutions, LLC	Miscellaneous Office Supplies	197.54
23	Pipette.com	Lab Testing	245.00
24	Radar Excavating	Traffic Control Services (7 Days - Arthur Street Main Relocation)	22,212.74
25	Scott Technology	Monthly Maintenance on Admin, Engineering Copiers & Contract Overage Charge	498.96
26	Soiland Co., Inc.	Asphalt Recycling (\$874) (23 yds) Rock (\$1,544) (48 yds)	2,418.66
27	Thomas Scientific	Lab Supplies	105.97
28	Unicorn Group	Water Quality Cards, Mailing Services & Postage for West Marin (714) (\$803) & Novato (25,500) (\$4,208)	5,011.08
29	Vulcan Materials Company	Power Patch (3 yds) (\$861), Pea & Sand (16 yds) (\$1,063)	1,924.40
30	VWR International LLC	Dehydrated Alcohol (Lab)	132.70
31	Waste Management	Waste Disposal	84.76

U.S. Seasonal Drought Outlook

Drought Tendency During the Valid Period






Valid for July 18 - October 31, 2024
Released July 18, 2024

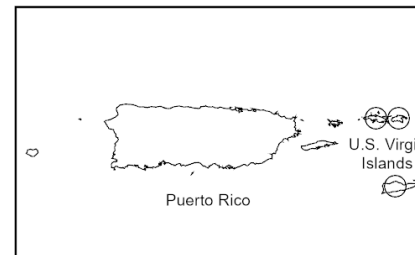
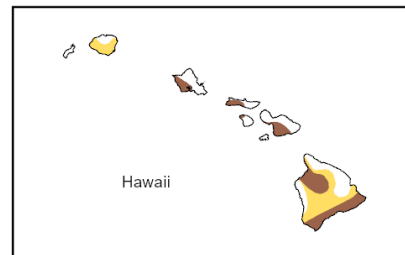
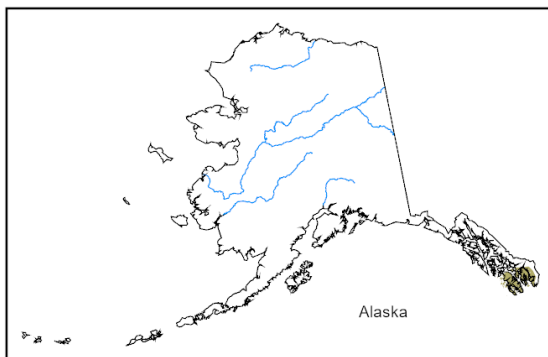


Depicts large-scale trends based on subjectively derived probabilities guided by short- and long-range statistical and dynamical forecasts. Use caution for applications that can be affected by short lived events. "Ongoing" drought areas are based on the U.S. Drought Monitor areas (intensities of D1 to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

From: WB-DWPDIST25 <DWPDIST25@waterboards.ca.gov>

Date: July 26, 2024 at 4:51:27 PM PDT

Subject: Cross-Connection Control Policy Handbook Effective July 1, 2024

Dear public water system staff:

On July 1, 2024, the Cross-Connection Control Policy Handbook (CCCPH) took effect. The CCCPH will replace Title 17 regulations on cross-connection control and backflow prevention. The Division of Drinking Water has posted the handbook and guidance information on the CCCPH website.

[Adopted Cross-Connection Control Policy Handbook](#)

[Cross-Connection Control Policy Handbook website](#)

The CCCPH will expand on existing regulations for cross-connection control and now requires compliance with ten elements as noted Section 3.1.3. New requirements (elements) are to use certified backflow assembly testers and cross-connection control specialists, have a backflow incident response plan, have a public outreach and education program, and to coordinate with local entities. Public water systems are also required to conduct initial and periodic hazard assessments (Section 3.2.1). Compliance with all these requirements will need to be documented in a cross-connection control plan (CCC Plan) (Section 3.1.4).

Some deadlines to be aware of

1. A cross-connection control plan (CCC Plan) for each water system is due **July 1, 2025**
2. Backflow assembly testers and cross-connection control specialists must have certification from an organization recognized by the State Water Board by **July 1, 2025**. The Division will post a list of recognized organizations.
3. Noncommunity water systems must complete the initial hazard assessment by **December 19, 2025**

Cross-connection plan templates for [Transient](#) and [Non-transient](#) non-community water systems are available on the CCCPH website linked above. A template for Community water systems with less than 200 service connections is under development. Additional guidance and training will be posted in the coming months. If you have any specific questions, please contact your local field office.

Marin District 25

Division of Drinking Water

State Water Resources Control Board

Telephone Number (707) 576-2145

DWPDIST25@Waterboards.ca.gov



**Sonoma
Water**

July 17, 2024

Erik Ekdahl, Deputy Director of Water Rights
State Water Resources Control Board
Division of Water Rights
P.O. Box 2000
Sacramento, CA 95812-2000

RE: Notice of Change in Russian River Hydrologic Conditions

Dear Mr. Ekdahl:

The Sonoma County Water Agency (Sonoma Water) staff have prepared this letter to notify you of a significant change to the hydrologic conditions of the East Branch and mainstem Russian River. On June 26, 2024, the Federal Energy Regulatory Commission (FERC) issued an order approving Pacific Gas & Electric Company's (PG&E) temporary flow variance request for the Potter Valley Project (Project). The order initially approves a reduction in minimum releases of Eel River water into the East Branch Russian River from 75 cubic feet per second (cfs) to 25 cfs and authorizes further reductions to 5 cfs if daily average release water from Lake Pillsbury exceeds 15 degrees C or as needed based on determinations by PG&E, the resource agencies and the Round Valley Indian Tribes. On July 5th PG&E decreased releases to the East Branch Russian River to 5 cfs based on a recommendation from the resource agencies and the Round Valley Indian Tribes due to Lake Pillsbury release water temperatures exceeding 17 degrees C. A copy of the order is enclosed.

With this significant reduction of Eel River water imports into the Russian River basin, Sonoma Water is deeply concerned that, as natural flow declines, there may no longer be water available for many diverters on the East Branch and mainstem Russian River. The attached figure shows projected Lake Mendocino storage through the end of the water year without the FERC order in place and under the FERC order with a minimum release into the East Branch of 25 cfs starting June 27, reduced to 5 cfs on July 5th. Both projections assume all historical East Branch and mainstem Russian River water demands, regardless of basis of right, are being met during the modeling period. As the attached figure shows, Sonoma Water projects that Lake Mendocino storage will be about 12,000 acre-feet lower by the end of this water year with the FERC order than it would have been otherwise.

Sonoma Water staff would be more than willing to schedule a time to meet with you and/or your staff to discuss further and provide additional information. Please contact me at Grant.Davis@scwa.ca.gov or Don Seymour at Donald.Seymour@scwa.ca.gov if you have any questions or require additional information.

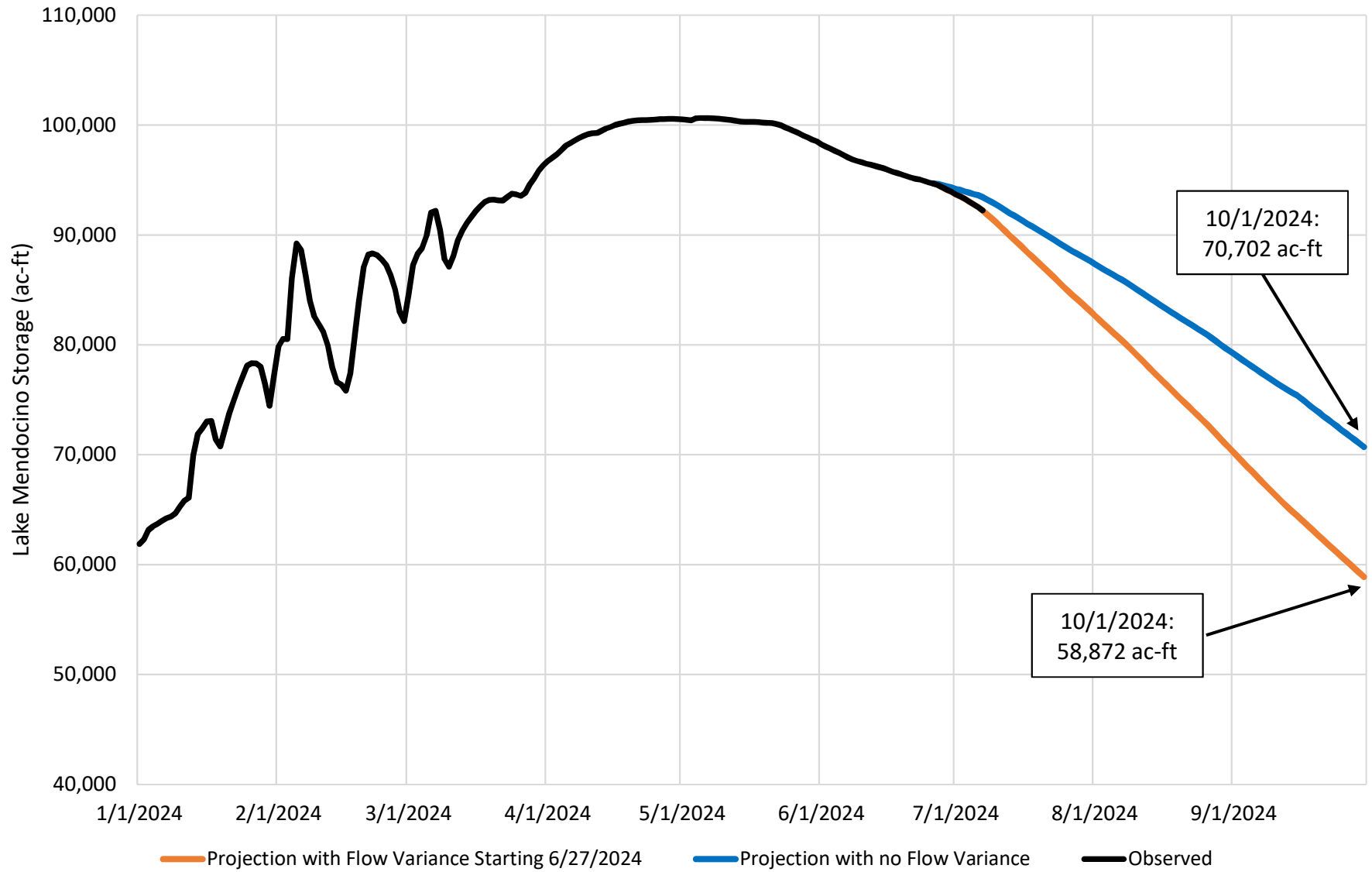
Sincerely,



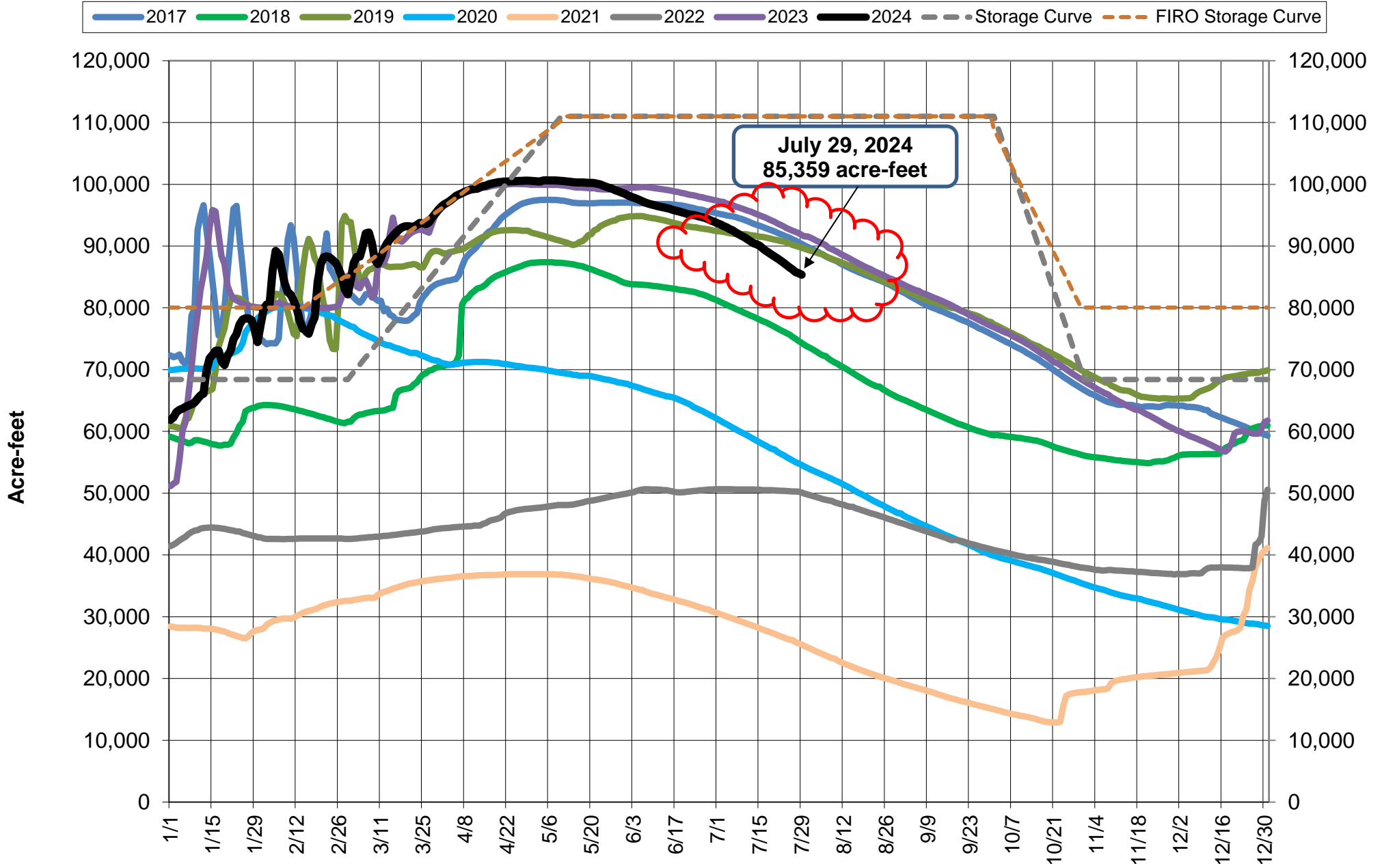
Grant Davis
General Manager

c: J. Ling, K. Emanuel – State Water Resources Control Board
P. Jeane, D. Seymour, T. Schram, J. Martini Lamb, K. Gylfe – Sonoma Water
C. O'Donnell, A. Brand – Sonoma County Counsel
R. Bezerra – Bartkiewicz, Kronick & Shanahan

Lake Mendocino Storage Projection: Comparing Impact of Potter Valley Project Flow Variance Operations (Variance Starts 6/27/2024)



Lake Mendocino Storage



Reservoir levels still top norm amid heat

Managers say wet winters made the supply bountiful

BY ADRIAN RODRIGUEZ

ARODRIGUEZ@MARINIJ.COM

Marin County water managers say two consecutive wet winters have provided a bountiful supply for the year as reservoir levels remain above average for July.

Both the Marin Municipal Water District and the North Marin Water District ended the fiscal year on June 30 with above-average rainfall counts.

The Marin Municipal Water District recorded 62 inches of rain from July 2022 through June, or about 120% of the average of 52 inches.

“Which is great considering the year before we also were well above average,” Lucy Croy, the district water quality manager, said in an update on the water supply at a meeting on July 2.

In the water year from July 2022 to June 2023, the flush year of rainfall topped off Marin reservoirs and extracted the county from a significant drought. That year, the district recorded 77 inches of rain, or about 150% of the average of 52 inches.

The district manages seven reservoirs that have a combined storage capacity of about 80,000 acre-feet of water. An acre-foot is about 326,000 gallons. The district serves about 191,000 residents. Current storage is just over 73,200 acre-feet, which is 114.7% above the average storage for this time of year.

Water production remains flat at about 24%, which indicates that customers are being good about conserving water, Croy said.

“Looking ahead through March, April of next year, we are sitting in a very good position given the wet winters that we’ve had and the conservation levels we are seeing from our customers,” Croy said.

The North Marin Water District recorded 34.5 inches of water at its Novato reservoir Stafford Lake, exceeding its average of 27.3 inches.

The district recorded 41.7 inches last year, 18 inches in the 2021-22 season and a record low 8.5 inches in 2020-21.

The district serves about 61,000 residents in the greater Novato area and parts of western Marin.

Novato receives about 80% of its water supply from the Russian River. Stafford Lake provides the remaining supply, but it is a smaller reservoir and is typically only drawn during the warm months when water use is highest.

The largest of Sonoma Water's reservoirs, Lake Sonoma, is at about 96% of capacity.

Lake Mendocino is about 85% capacity.

"Things are looking good," said Tony Williams, general manager of the North Marin Water District.

Marin County fire Chief Jason Weber said while the wet winter was appreciated, it also has produced a significant grass crop that is starting to dry out. Weber said there is an exceptionally heavy grass crop this year.

"It's always good news when the reservoirs are full," Weber said. "The down side of the last few wet years is the increase in fuel."

"With the early heat, our live fuel moistures are lower than normal," Weber said.

"In turn, nice to see the reservoirs full in the unfortunate event we need the water for firefighting."

The news comes as the historic heat wave that swept the Bay Area begins to taper off.

While the summer will remain hot and dry, the fact that Marin reservoirs are full is a good sign, said Dylan Flynn, a meteorologist for the National Weather Service.

This past year, the weather service recorded 32.27 inches of rainfall at its weather station in Mill Valley, which is about 91% of the normal 35.6 inches, Flynn said. Over the previous year, the weather station recorded about 120% of normal, he said.

"We've been able to capitalize on two wet years," Flynn said. "Right now, we don't know what's in store for this coming winter, but everything has been well stored and well managed. We'll know more closer to fall."

FILING PERIOD STARTS

Marin ballots for Nov. election filled with open seats

BY RICHARD HALSTEAD

RHALSTEAD@MARINIJ.COM

The filing period begins Monday for scores of local offices up for grabs in the Nov. 5 general election in Marin.

The nomination period ends at 5 p.m. on Aug. 9, with an extension to Aug. 14 for positions where an incumbent officeholder has not filed.

Marin County Registrar of Voters Lynda Roberts says there is a reason why so many local offices will be in play in November.

“Several years ago local jurisdictions — schools, cities/towns, special districts — were required to move elections from the odd year to the even year to improve turnout,” Roberts wrote in an email. “Most of the jurisdictions in Marin County moved their regularly-scheduled elections to the November general election in even years.”

Senate Bill 415, a state law that took effect in 2017, prohibits local governments from holding an election on any date other than a statewide election date if doing so in the past has resulted in turnout that is at least 25% below average. Statewide elections are held in November of even-numbered years.

The election’s local highlight will be a runoff between Heather McPhail Sridharan, a former Kentfield School District trustee, and Brian Colbert, a member of the San Anselmo Town Council, to determine who will replace Supervisor Katie Rice, who is retiring at the end of her term.

Colbert finished in first place among the five candidates in the March primary with about 43% of the vote. McPhail Sridharan finished second with a little over 26% of the vote.

For the congressional seat representing Marin, Rep. Jared Huffman, D-San Rafael, is being challenged by Chris Coulombe, a Republican retired Army captain who lives in Sebastopol and co-founded the Cannabis Distribution Association. Huffman received over 81% of the vote in the March primary while Coulombe garnered just over 12% in the five-person [contest](#). At the state level, Assemblyman Damon Connolly will defend his seat for the first time. Republican Andrew Podshadley of Novato, the owner of Trek Winery, is attempting to unseat him. Connolly received about 81% of the vote in the March primary. Podshadley got just over 11% in the three-person race.

The election will also feature contests in 10 of Marin's cities and towns for seats on local councils. Other key bodies with incumbents whose terms are ending include the Marin Municipal Water District, the Marin County Board of Education, the Marin Community College District, the Marin Healthcare District and school districts.

The election will also include races for seats on community services districts, fire protection districts, sanitary districts and water districts.

City and town posts

In San Rafael, the terms of Mayor Kate Colin and council members Rachel Kertz and Maika Gulati are ending. The terms of San Rafael's city attorney, Robert Epstein, and clerk, Lindsay Lara, are also concluding.

Three incumbent council members in Novato must decide whether they will seek re-election: Susan Wernick, Tim O'Connor and Mark Milberg.

Mill Valley also has three council incumbents whose terms are ending: Caroline Joachim, Urban Carmel and James Wickham.

In Larkspur, three seats on the City Council will be in play. The terms of Gabriel Paulson and Scot Candell are ending, and a third seat is available due to the death of councilman Kevin Carroll in March.

Three incumbents on the Sausalito City Council must also decide whether they want to seek re-election: Melissa Blaustein, Janelle Kellman and Ian Sobieski.

In Tiburon, there are two council incumbents whose terms are ending: Holli Thier and Isaac Nikfar.

In Fairfax, the terms of Chance Cutrano, Barbara Coler and Bruce Ackerman are ending.

Belvedere has three councilmembers whose terms are ending: Sally Wilkinson, James Lynch and Nancy Kemnitzer.

Corte Madera has two incumbent council members whose terms are ending: Fred Casissa and Charles Lee.

In San Anselmo, there are three incumbent councilmembers with terms concluding: Eileen Burke, Alexis Fineman and Colbert. Colbert can't seek re-election because he's running for supervisor.

Water district boards

Two of the five seats on the Marin Municipal Water District board will be up for grabs. The terms of Larry Russell and Monty Schmitt are ending.

The terms of four of the five members on the North Marin Water District board are ending: Kenneth Eichstaedt, John Baker, Michael Joly and Stephen Petterle.

The terms of three of the five members of the Stinson Beach County Water District are ending: Barbara Boucke, Lance Meade and Sandra Cross.

Education boards

Four of the Marin County Board of Education's seven trustees — Li Delpan, Patricia Garbarino, Fel Agrelius and Clairette Wilson — must decide whether to run again.

Half of the Marin Community College District's board members — Philip Kranenburg, Paul da Silva, Crystal Martinez and Stephanie O'Brien — have terms that are expiring.

In San Rafael, the terms of three Board of Education trustees — Mark Koerner, Maureen de Nieva and Marina Palma — are ending.

The Tamalpais Union High School District has two board members whose terms are ending: Karen Loebbaka and Leslie Harlander.

The Bolinas-Stinson Union School District has three board members whose terms are ending: Georgia Woods and Nicolette Hahn.

The terms of three board members in the Miller Creek School District are ending: Francesco Ruggeri, Alissa Chacko and Caitlin McShane.

The Kentfield School District also has three board members whose terms are concluding: Annie Su, David Riedel and Sara Aminzadeh.

The Laguna Joint School District has two board members whose terms are ending: James Lanatti and Diane Rowley.

The Lagunitas School District has two board members whose terms are ending: Richard Sloan and Denise Bohman.

The Larkspur-Corte Madera School District has two board members whose terms are ending: Annie Sherman and Beth Blair.

The Mill Valley School District has two board members whose terms are ending: Elli Abdoli and Michele Hodge.

The Nicasio School District has one board member whose term is ending: Daniel Ager.

The Novato Unified School District has four trustees whose terms are ending: Debbie Butler, Ross Millerick, Julie Jacobson and Gregory Mack.

The Reed Union School District has two board members whose terms are ending: Liz Webb and Jacqueline Jaffee.

The Ross School District has two board members whose terms are ending: Megan Callahan and Kelly Dwinells.

The Ross Valley School District has three board members whose terms are ending: Shelley Hamilton, Rachel Litwack and Daniel Cassidy.

The Sausalito Marin City School District has two board members whose terms are ending: Lisa Bennett and Alena Maunder.

The Shoreline Unified School District has four trustees whose terms are ending: Thomas Tyson, Jill Manning, George Flores and Kylee Lang.

Services districts

The terms of three directors of the Bel Marin Keys Community Services District are coming to an end: Mercy Angelopoulos, Cheryl Furst and Christopher Fehring.

The Marin City Community Services District has two directors whose terms are ending: Lynnette Egenlauf and Henry Mims.

The Marinwood Community Services District has three directors whose terms are ending: Lisa Ruggeri, Kathleen Kilkenny and Christopher Case.

The Muir Beach Community Services District has two directors whose terms are ending: David Taylor and Nikola Tede.

The Tamalpais Community Services District has three directors whose terms are ending: Matthew McMahon, Steffen Bartschat and Steven Levine.

The Tomales Village Community Services District has two directors whose terms are ending: David Kitts and Donna Clavaud.

Fire districts

The Bolinas Fire Protection District has three directors whose terms are expiring: Chris Martinelli, William Pierce and Simon Dunne.

The Kentfield Fire Protection District has two directors whose terms are ending: Bruce Corbet and Michael Murray.

The Novato Fire Protection District has three directors whose terms are ending: L.J. Silverman, Michael Hadfield and Shane Francisco.

The Sleepy Hollow Fire Protection District has two directors whose terms are ending: Sharon Adams and Thomas Finn.

The Southern Marin Fire Protection District has three directors whose terms are ending: Cathryn Hillard, Ashley Raveche and Clifford Waldeck.

The Stinson Beach Fire Protection District has three directors whose terms are ending: James Ritchie, Robert Guidi and Jeffrey Walsh.

In the Tiburon Fire Protection District, the terms of Mark Capell and Joy Ho are ending, and there is a third open seat due to a vacancy. Ho was appointed to her seat, so that position has a shorter term than the other two.

Sanitary districts

In the Homestead Valley Sanitary District, the terms of Rick Montalvan, Alan Wuthnow and Joan Florsheim are ending.

In the Las Gallinas Valley Sanitary District, the terms of Gary Robards, Craig Murray and Barry Nitzberg are expiring.

The terms of two directors in the Novato Sanitary District are concluding: Jean Mariani and Gerald Peters.

In the Richardson Bay Sanitary District, the terms of Mark Slater and Jeffrey Slavitz are ending.

In the Sausalito-Marin City Sanitary District, the terms of William Ring, Donald Beers and Shirley Thornton are ending. Thornton holds a short-term seat.

In Sanitary District No. 5, which oversees service to parts of the Tiburon Peninsula and Belvedere, the terms of three directors are expiring: Richard Snyder, John Carapiet and Omar Arias-Montez.

In the Alto Sanitary District, the terms of Todd Gates, Janis Bosenko and Michael Faust are concluding.

Miscellaneous

In the Bolinas Community Public Utility District, the terms of Kevin McElroy and Kirsten Walker are ending.

In the Inverness Public Utility District, the terms of Dakota Whitney, Brent Johnson and Kathryn Donohue are coming to an end.

In the Mesa Park district in Bolinas, the terms of David Lich and Noah Skinner are ending.

In the Strawberry Recreation District, the terms of Pamela Bohner, Cale Nichols and Christian Michael are concluding. Michael holds a short-term seat.

The terms of three directors in the Marin Resource Conservation District — David Sherwood, Michael Moretti and Terry Sawyer — are ending.

The terms of two members of the Marin Healthcare District board — Ann Sparkman and Edward Alfrey — are coming to an end.

Dam spillway plan could increase storage capacity



Water rushes down the Peters Dam spillway at Kent Lake in the Mount Tamalpais watershed. DOUGLAS ZIMMERMAN — SPECIAL TO THE MARIN INDEPENDENT JOURNAL



Nicasio Reservoir is at capacity in Nicasio in February. ALAN DEP — MARIN INDEPENDENT JOURNAL

BY ADRIAN RODRIGUEZ

ARODRIGUEZ@MARINIJ.COM

The Marin Municipal Water District is exploring options to increase its storage capacity by modifying spillways on reservoir dams.

The district board recently authorized spending up to \$2.2 million to design proposals for potential projects at Nicasio Reservoir, SoulaJule Reservoir, Kent Lake and Alpine Lake.

Spillways are the parts of a dam that provide controlled release of water downstream.

Work has already been done to determine that it could be possible to alter Seeger Dam at the Nicasio Reservoir with floodgates to add about 3,000 acre-feet of storage capacity. Early estimations indicate it would be around a \$5 million construction project.

“This project is what’s kind of called the spin-off of the bigger water storage projects that staff are working on,” Alex Anaya, director of engineering, said during a project update on June 21.

Anaya said that compared to other \$290 million-plus water storage proposals, the prospect of a spillway modification is “a unique opportunity to advance the district’s water supply in a cost-

effective way ... which will increase the district's resiliency in short order."

The district serves 191,000 residents in central and southern Marin. Its seven reservoirs make up about 75% of the district's water supply. The reservoirs can hold approximately 80,000 acre-feet of water, about a two-year supply. An acre-foot is about 326,000 gallons.

The spillway project is an offshoot of capacity projects discussed in the water supply roadmap that was approved last year. That planning document set the stage for the district to significantly increase water supply for the first time since the 1980s. The plan seeks to add another 12,000 to 20,000 acre-feet of annual supply by 2035.

The big-ticket, albeit controversial, proposals that have dominated recent conversations include reservoir expansion projects ranging from \$290 million to \$1.29 billion, and potentially more. The projects have potential to increase capacity for billions of gallons of additional water to defend against the drought.

In April, the board narrowed its focus to study the potential expansion of only Soulajule Reservoir, Kent Lake and the area of upper Nicasio. At the same time, the board directed staff to separately pursue options for spillway gate modifications because it is a relatively inexpensive project with a quick turnaround compared to the other massive undertakings.

"The spillway modifications alternative selection and design project is really the district's next step forward in enhancing its reliability, flexibility and resiliency of the district's water system to help improve and service the Marin water customers," Anaya said.

The spillway project will also build on findings of a yearlong study approved in May to examine the impact of climate change on the district's seven dams, Anaya said.

District staff expect that consultants will have a proposal ready for approval and construction within about 18 months, Anaya said.

The board authorized staff at its meeting on July 2 to hire consultants Black and Veatch to work on the spillway project proposals.

"I think we've been looking at options for decades and now you guys are moving forward," board member Jed Smith said. "I am thrilled about this opportunity to get 3,000 acre-feet, maybe a little bit more, in the most cost-effective way possible. I think this would be a historic increase to our dam capacity at Nicasio."

Larry Minikes, a member of the Marin Conservation League, said that when looking at project design, every inch counts toward extra water storage, "so it's going to be critical to determine what the maximum height these spillway gates can be."

"It's an exciting project, you know, a lot of us have been following for quite a while," Minikes said.

DICK SPOTSWOOD

Special districts can lean on institutional advertising

Over the years of writing about Marin politics and government, I've learned that many have little idea of what's behind government fees and charges.

It's to everyone's benefit to know where the money goes and what's provided in return. Only then can voters make informed decisions to determine if governmental agencies are using their money wisely.

Long ago I was on the board of the Golden Gate Bridge, Highway and Transportation District representing Marin's 11 municipalities. My late father often asked me in frustration, "What does the bridge district do with all the tolls?"

To understand the context, my dad was a retired San Francisco police lieutenant who lived in the city's Marina District. He often came to our Mill Valley home to putter around. He'd drive or travel via Golden Gate Transit.

One day I explained to him that he had just come by bus and used his senior discount. He was always a bit mystified that his fare didn't cover the cost but he reluctantly accepted my explanation. Even today, few North Bay residents understand that those bridge tolls are why we don't pay a sales tax to fund buses and ferries from Marin and Sonoma counties to San Francisco.

A similar question often arises regarding fees charged by Marin Municipal and North Marin water districts. Those rates, particularly for MMWD, have shot up in the past year, which coincidentally included an unusually wet winter.

The angry cry is, "Water is free. It comes from the sky."

Some say, "It's all about high public employee pensions and well-paid administrators."

Pension costs are escalating. It's fair game to complain about their long-term unsustainability. Yet, the bulk of the water districts' expenses don't involve pensions or administrative compensation.

Water does — at least in a wet year — come from the sky at no cost. It's the collection and distribution of that water that consumes the big bucks. It must be collected, pumped, distributed and purified so that life-giving moisture is seamlessly

delivered to our homes, businesses and schools. Added to those essential functions are costs directly incurred in protecting our vast and highly flammable watershed.

None of this information is a secret. It's all out in the public domain found in annual reports and agency websites. The reality is that few Marin residents have the time or inclination to pursue that data.

Taxpayer watchdogs legitimately complain when special-purpose districts, including some Marin school boards, spend public funds to subtly promote tax-raising ballot measures. That's wrong and, if too blatant, merits complaints to state authorities.

What's proper and useful is local governments (including transit providers, water boards, sanitary agencies, school districts and municipalities) paying for what the private sector describes as institutional advertising.

It can be cable television, on the internet or in print. It works only if the message of where fees, tolls and taxes go is easy to understand, avoids bureaucratic language and tells the whole truth.

The latter point can be uncomfortable. If rate increases are due to years of deferred maintenance or inattention to provide sufficient new sustainable water supplies and catch-up is now essential, tell us. To quote Jack Nicholson's immortal line in the classic military film "A Few Good Men," local governments may think we "can't handle the truth." Maybe so, but before we vote yes, we need to hear it.

The last week has been a political whirlwind. Marin Democrats shifted from dread that the two oldest presidential candidates ever, former President Donald Trump and President Joe Biden, would face off with Trump prevailing. Since Biden's withdrawal, Democrats are exhibiting an exhilaration that hasn't been seen since Barack Obama ran and Jack Kennedy launched the "New Frontier." North Bay Democrats are opening their ample pocketbooks and planning forays to "get out the vote" in Nevada to keep the Silver State blue.

Columnist Dick Spotswood of Mill Valley writes on local issues Sundays and Wednesdays. Email him at spotswood@comcast.net.

POINT REYES LIGHT

NEWS

Green Bridge plans updated by Caltrans

by **Ben Stocking**
July 17, 2024



Caltrans may plant trees and cut a footpath on a lot near the Green Bridge as a way to offset construction impacts to Lagunitas Creek. The agency, which won't start construction for two more years, is discussing the idea with county officials. (David Briggs / Point Reyes Light)

Caltrans gave a long-delayed update on the dormant Green Bridge project last week that put the issue squarely on the community radar but left many of the roughly 70 attendees at the Dance Palace feeling frustrated and confused.

A dozen or so Caltrans officials mingled with the audience, but they did not give a presentation or conduct a question-and-answer session about their plans for the replacing the century-old Point Reyes Station landmark.

Placards were stationed about the room, but otherwise people were left to pick up fragments of information in a noisy chamber where conversations were hard to follow and it wasn't always easy to distinguish officials from guests.

“It was a surprise to everyone that it wasn't a regular meeting, where we would receive information in presentation form,” said Steve Antonaros, president of the Point Reyes Station Village Association. “It became a social event because there was no structure to it. All the locals were talking and standing in front of the boards, which made it hard to find things out.”

Officials at the meeting gave their latest estimates of the project timetable, with construction scheduled to begin in the summer of 2026, and they described the steps they will take to minimize the environmental impacts.

Traffic on Highway 1 will be closed in both directions for at least three weeks, transforming the ten-minute ride from Inverness to Point Reyes Station into a 25-minute commute through Olema, over Platform Bridge Road and past Black Mountain.

The project, which is meant to address seismic vulnerabilities, is expected to take one and a half years to complete. Traffic over the bridge, which is located less than half a mile from the San Andreas fault, will be one-way for unspecified periods of time before and after the new bridge is installed over Lagunitas Creek. The bridge will be fabricated off-site and then pieced together like a Lego set, according to Ron Sangalang, the project manager.

The July 10 session was the first public meeting Caltrans has held on the project since 2017, when it was poised to select a design from five options. But the project became tied up in litigation, challenged by opponents who argued that a retrofit would be less

disruptive and would retain the structure's historic look. The lawsuit was dismissed last year.

The new bridge—a nondescript concrete span—will do away with the existing green trusses in favor of low steel railings. It will have 5-foot-wide shoulders and a 6-foot sidewalk, widening the current crossing by 6 feet to meet the standards of the Americans with Disabilities Act.

Caltrans had previously disclosed much of the information shared at the meeting, including the reasons for replacing the bridge, arguments against retrofitting the existing structure and a diagram of the long detour.

But some of the placards provided new information about how the agency intends to mitigate the project's impact on wildlife and the creek bed, including a proposal to plant trees and install a walking path on the grassy county-owned lot at the corner of B Street and Highway 1. The agency is discussing the idea with county officials.

“There are tree-replanting ratios that we need to be able to ensure that we meet,” said Brooklyn Klepl, a Caltrans environmental scientist. “Some of those are one-to-one, and some are more than that. Not all of them can be along the creek.”

Preparation work in the creek itself must be done during the dry season, when the creek is low, to minimize disruption to the creek bed and wildlife, she said. Temporary dams will be installed on either bank to prevent debris from falling into the creek or the work from muddying the water.

“We are doing as little work inside the creek bed as possible,” Ms. Klepl said. “We’re not proposing to do any crane work in the creek. And we are working to make sure we can make the creek bed look beautiful again after the construction is over.”

The work is being timed to avoid the nesting season of birds and other animals and to avoid the salmon spawning season, she said.

During the three-week shutdown, crews will work around the clock, said José David, the construction engineer. “Within that window, we want to demolish and build as much as we can,” he said.

Caltrans plans to set up staging areas on either side of the creek, one at the Point Reyes Animal Hospital and another at a private home at 11000 Highway 1. It is currently attempting to negotiate easements with the owners of both properties, including veterinarian Mary Whitney, who has been running the clinic for over two decades.

Power lines and a water main beneath the bridge will have to be rerouted during construction, and a temporary utility pole will be located on Dr. Whitney's property. She is unhappy about the impacts of that work and worries the disruptions could drive her out of business.

"The plan is to take down my heritage redwood tree in front of the hospital for the temporary power pole," she told the Light. "That is an environmental impact that wasn't represented at all at the meeting."

When she walked into the session, Dr. Whitney said, the first thing she saw was a placard that showed a "grossly inaccurate" project footprint that reduced the impact the construction would have on her property. "I grabbed the lead engineer and showed it to him, and he took it down," she said.

Several people at the meeting expressed concern about Dr. Whitney's business—and on the animals she cares for.

Gordon Bennett, whose dog, Chaca, is one of Dr. Whitney's patients, worried about noise levels. A chart displayed at the meeting said they would reach 92 decibels at the animal hospital during the pile-driving phase of the project.

"It's going to be louder than the sound of a garbage disposal, 24/7, for three weeks," he said. "And decibel levels are logarithmic, so if their estimates are just a few points off, it's going to be way louder."

Caltrans plans to install a 16-foot-tall sound barrier around the clinic, but Mr. Bennett suggested they install two or three. "If your animal is sick and listening to a garbage grinder, it's going to be extremely stressful," he said. "The people who live on the corner are going to go nuts. If I were them, I'd leave town. The animals don't have that option."

David Moser is a co-owner of the property that will be used as the second staging area, and he will lose a towering fir and a painstakingly landscaped garden to the project. He told the Light that he was skeptical that the two-way road closure would only last three weeks.

“It’s obviously going to have a very personal impact on us, but it’s going to be extraordinarily disruptive to the community,” he said. “I think people have been lulled to sleep by the lack of news about the project, and I think Caltrans would dearly love to have kept it that way.”

The placards at the meeting did not display the controversial bridge design, which was only visible on an inconspicuously stationed laptop. When Point Reyes Station resident Cathleen Dorinson spotted it, she expressed delight with the agency’s choice.

“I love it,” she said. “It’s going to stand up to an earthquake, it’s going to take the big hay trucks and livestock trucks, and it’s a nice-looking bridge. It’s going to be unobtrusive, it’s going to be beautiful, it’s going to be wider, and it’s going to be safer for pedestrians.”

The state approved funding for the \$19.5 million project in October, a development welcomed by Marin County Supervisor Dennis Rodoni.

“We’re really fortunate to have the state commit the funding to get this done,” he told the Light after the meeting. “This is a great opportunity.”

A destructive earthquake would precipitate a much longer closure than three weeks, he said, and if the bridge isn’t replaced soon, the state could impose weight limits that would restrict feed and milk trucks traveling over the span.

The project is in the last stretch of the design phase, which is about 90 percent complete. “This is where it starts to get real,” Mr. Rodoni said, noting the large turnout for the meeting.

Matt O’Donnell, a Caltrans spokesman who attended the session, said the informal open-house format was intended to give community members an opportunity to ask direct questions of staff.

But Laura Arndt, a Point Reyes Station resident who dislikes the new design, agreed with others who said the meeting format was confusing.

“It was noisy and chaotic, and it was hard to hear their answers,” she said. “It might have been better to take one question at a time, so that everybody could hear the same information at once. It was very choppy.”

Her biggest concern, however, was about the impact on Dr. Whitney’s business. “It’s only fair that she be compensated if she has to close or can’t function with all the noise and vibration. There needs to be a reasonable effort to hear her concerns. That seems only fair. She’s more affected than any of us,” Ms. Arndt said.

County plans big restroom expansion

By Sophia Grace Carter

Long lines are a common sight at the Toby's Playground bathrooms, the third most visited public restroom in Marin and the only one in Point Reyes Station. To address increasing numbers of visitors to the village, the county plans to build 10 additional toilets after over two years of planning a smaller expansion.

The restroom design originally proposed adding four new restrooms, doubling the site's existing capacity—not including several portable restrooms

placed behind the facility in recent years. But after the county and its contractor, Sherwood Design Engineers, presented three design schemes to the community in June and heard public feedback, they decided to scrap the plans in favor of a larger expansion.

The price tag on the revised project has yet to be determined, but the county allocated \$1 million from the American Rescue Plan funding. It is likely the project will cost at least that much, Supervisor Den-

Continued on page 7

Continued from page 1

nis Rodoni told the *Light*.

"I'm willing to commit the whole \$1 million to that site, because we think it's going to end up being actually more than that at the end of the day," he said. "Planning and development costs are already running at a quarter of a million, so it's going to be quite an expensive project."

The Mesa Road restrooms were built in 2008 and renovated in 2021 to include a \$165,000 wheelchair-accessible ramp. Their septic tank capacity is undersized by several thousand gallons per day, said Craig Richardson, senior planner for Marin County Parks.

The three permanent toilets receive around 6,000 gallons of wastewater daily, but the septic system can only process 900 gallons. (The site has a fourth stall that is used for storage.) As a result, the county pumps the site one to three times a week and placed eight portable toilets behind the facility in recent years.

The Point Reyes Station Village Association supports the larger expansion plan, president Steve Antonaros said. "We were concerned that the initial design didn't account for the existing portable toilets and actually proposed fewer toilets than what we currently have," he said. "So I'm glad they have addressed our concerns."

Sherwood Design Engineers has recommended increasing the wastewater capacity by 7,000 gallons per day, which would involve constructing new water treatment and disposal areas. Although the community initially expressed support for composting toilets or other green alternatives, Sherwood concluded that these technologies require extensive maintenance, according to Allison Good, a project engineer at the firm.

"We interviewed operators at other facilities using green alternatives and found they require significant upkeep and operator involvement," she said. "These systems need separate treatment and disposal of both liquid and solid waste streams, which

isn't ideal for this remote of a site."

Instead, they are considering either a supplemental treatment system, such as a septic tank, or a water reuse system that treats water for non-potable reuse.

A water reuse system would require additional equipment and daily testing for indicator bacteria, with samples transported to San Rafael for analysis, the nearest testing lab. The remoteness of Point Reyes Station, its proximity to Tomales Bay and the absence of a centralized wastewater system present unique challenges for the project, Ms. Good added.

"Often, we're dealing with projects in urban environments where you can simply connect to the sewer system," she said. "In this case, there isn't one, but it allows us to control the wastewater treatment process and ensure the systems are designed correctly to meet the area's standards."

The new restrooms will address the lack of accessible facilities in the area, a gap left by local businesses that close their bathrooms to customers.

"Many businesses in town have septic systems that are rather dated," said Gwen Baert, an environmental health specialist with the county. "A lot of them are very old and struggling. Allowing customers to use their facilities would necessitate costly upgrades or replacements. So they are trying to limp along while adding as little sewage as possible."

Sherwood is working on new drawings, and the county plans to present updated designs to the community later this summer.