



**REVISED**

**NORTH MARIN WATER DISTRICT**  
**AGENDA – REGULAR MEETING**  
 May 5, 2026 – 4:00 p.m.  
 Location: 999 Rush Creek Place  
 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
	<b>CALL TO ORDER</b>
1.	<b>GENERAL MANAGER’S REPORT</b>
2.	<b>OPEN TIME: (Please observe a three-minute time limit)</b>  This section of the agenda is provided so that the public may express comments on any issues not listed on the agenda that are of interest to the public and within the jurisdiction of the North Marin Water District. When comments are made about matters not on the agenda, Board members can ask questions for clarification, respond to statements or questions from members of the public, refer a matter to staff, or direct staff to place a matter of business on a future agenda. The public may also express comments on agenda items at the time of Board consideration.
3.	<b>STAFF/DIRECTORS REPORTS</b>
	<p><b>CONSENT CALENDAR</b></p> <p>The General Manager has reviewed the following items. To his knowledge, there is no opposition to the action. The items can be acted on in one consolidated motion as recommended or may be removed from the Consent Calendar and separately considered at the request of any person.</p>
4.	<b>Consent – Approve:</b> Minutes from Regular Meeting, April 21, 2026
5.	<b>Consent – Approve:</b> Resolution re Consolidation of District Election and Filing Information District Election, November 3, 2026
	<b>ACTION CALENDAR</b>
6.	<b>Approve:</b> Authorization to Advertise – Novato Boulevard Water Improvements
	<b>INFORMATION ITEMS</b>
7.	Preview of FY 26/27 Capital Improvement Program (CIP)
8.	2026 Local and Regional Water Supply Conditions
9.	WAC/TAC Meeting Agenda – May 4, 2026
10.	<b>NEWS AND MISCELLANEOUS REPORTS</b> Disbursements - Dated April 23, 2026 Disbursements - Dated April 30, 2026 Auditor-Controller’s Monthly Report of Investments for March 2026 FY 26/27 Insurance Renewal ACWA – Vision for Our Water Future Letter from Congressman Huffman to US Department of Agriculture and the Department of the Interior re Potter Valley Project

<b>Item</b>	<b>Subject</b>
	<u>News Articles:</u> Marin IJ – Dry water supply condition declared for Russian River Marin IJ – Marin fire officials say State’s safety plan could be stronger Marin IJ – Builder delays housing project Press Democrat – Reservoirs are in good shape, but officials declare dry conditions in upper Russian River for first time in years. Press Democrat - Trump official touts Southern California water district as potential buyer Potter Valley Project SF Chronicle – Trump administration offers plan to stop dam removal on California river

11. **ADJOURNMENT**

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**DRAFT**  
**NORTH MARIN WATER DISTRICT**  
**MINUTES OF REGULAR MEETING**  
**OF THE BOARD OF DIRECTORS**  
April 21, 2026

**CALL TO ORDER**

President Eichstaedt called the regular meeting of the Board of Directors of North Marin Water District to order at 4:00 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 was General Manager Tony Williams, AGM/Chief Engineer Eric Miller, Auditor-Controller Julie Blue, and District Secretary Eileen Mulliner.

Staff members Tim Kennedy, Operations and Maintenance Manager, Avram Pearlman, Pablo Ramudo, Vincent Verissimo, Corey Reed, Lia Solar, Karen Clyde, and Haylee DeMartini were also in attendance.

**GENERAL MANAGER'S REPORT**

Tony Williams said the 2026/27 Sonoma Water Transmission Budget was approved unanimously at the April 6 Special WAC/TAC meeting. The budget will now go to the Sonoma Water Board for adoption on April 28.

Mr. Williams said that Sonoma Water is hosting an AQPI (Atmospheric Quantitative Precipitation Information) celebration on May 11 at their wastewater treatment plant in Sonoma County. He said the AQPI program helps track atmospheric rivers.

Mr. Williams reminded the Board that there is a closed session item at the end of the meeting.

**OPEN TIME**

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

**STAFF AND DIRECTOR'S REPORTS**

Pablo Ramudo, Water Quality Supervisor, spoke and told the Board that the position that was created when Stacie Goodpaster retired has been filled. He said that Holly Keuth, Lab Analysis I, has joined the laboratory group and that she previously worked for the City of Lodi. He said that over the past 5 years we have had several recruitments and it has been a challenge to find qualified applicants. He said that thanks to Karen Clyde, HR and Safety Manager, the process has been very strategic and has helped in the hiring process.

Director Petterle mentioned one of the items in the News Reports and Miscellaneous Items section of the agenda regarding MMWD's Smart meter installation project. He said he was disappointed that the Marin IJ did not reach out to NMWD on the subject since NMWD installed AMI meters twelve years ago. There was some discussion amongst the Board regarding this topic and

1 Director Fraites said he had contemplated writing a Letter to the Editor but decided against it.  
2 Director Eichstaedt noted that he was working with Ranjiv Khush regarding a Marin Voice on  
3 regional collaboration and the AMI topic could be included.

4 **CONSENT CALENDAR**

5 On the motion of Director Joly, seconded by Director Petterle, the Board approved the  
6 consent calendar by the following vote:

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

8 NOES: None

9 ABSENT: None

10 ABSTAIN: None

11 Approve April 7, 2026 Board Regular Meeting minutes.

12 **ACTION CALENDAR**

13 **RATE INCREASE (PROP 218) NOTICE TO OCEANA MARIN SEWER CUSTOMERS**

14 Julie Blue gave an overview of the memo regarding the rate increase. There was some  
15 discussion with the Board, including the 5-year financial forecast that was provided with the memo.

16 On the motion of Director Joly, seconded by Director Fraites, the Board approved the Rate  
17 Increase (Prop 218) Notice to Oceana Marin Sewer Customers by the following vote:

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

19 NOES: None

20 ABSENT: None

21 ABSTAIN: None

22 **INFORMATION ITEMS**

23 **FY 26-27 BUDGET ASSUMPTIONS – RATE STUDY AND PROP 218 REVIEW**

24 Julie Blue gave a summary of the memo on this item, including the prior necessary  
25 notifications regarding the multi-year rates that were previously approved by the Board. The Board  
26 thanked Julie.

27 **SAN MATEO TANK TRANSMISSION MAIN – PROJECT COMPLETION PRESENTATION**

28 Avram Pearlman gave a presentation on the project completion for the San Mateo Tank  
29 Transmission Main project. There was some discussion with the Board, and the Board thanked Mr.  
30 Pearlman.

31 **NORTH MARIN WATER DISTRICT ORGANIZATIONAL STRUCTURE REVIEW AND**  
32 **RECOMMENDATIONS**

33 Tony Williams gave a presentation on the item. There was some discussion with the Board,  
34 and the Board thanked Mr. Williams.

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1 **NMWD COMMENT LETTER FOR THE MARIN WATER ARC PROJECT NOTICE OF**  
2 **PREPARATION**

3 Eric Miller summarized the comment letter and the Board said it was very well prepared. Mr.  
4 Williams noted that a copy was posted on the District website in response to a comment from  
5 Director Joly.

6 **NBWA SILVER ANNIVERSARY BIENNIAL CONFERENCE – APRIL 9, 2026**

7 Directors Fraites and Baker, and Tony Williams attended the NBWA Silver Anniversary  
8 Biennial Conference and all agreed it was a very good event.

9 **NEWS AND MISCELLANEOUS REPORTS**

10 The Board received the following miscellaneous items: Disbursements – Dated April 9 and  
11 16, 2026, Monthly Progress Report, Operational Area Alert & Warning Program and Memorandum  
12 of Agreement, NOAA Monthly Precipitation Probability – May, 2026, and NOAA Monthly Drought  
13 Probability - April, 2026.

14 The Board received the following News Articles: Marin IJ – Smart meter slow rollout will be  
15 worth it - EDITORIAL, and Pt. Reyes Light – Grandi owner secures permit for renovation.

16 The Board also received the NMWD Web and Social Media Report – March 2026.

17 **RECESS**

18 The Board recessed from Open Session at 6:02 pm for 9 minutes before entering into  
19 Closed Session.

20 **CLOSED SESSION**

21 President Eichstaedt convened the Board into closed session at 6:11 p.m. Closed Session  
22 Item #13 was regarding anticipated litigation regarding a District construction project in accordance  
23 with California Government Code Section § 54956.9(d)(2). In addition to Directors Eichstaedt, Joly,  
24 Petterle, Baker and Fraites, Tony Williams, GM and Eric Miller Assistant GM/Chief Engineer were  
25 present. Kevin Moore of Bold, Polisner, Maddow, Nelson and Judson, District legal counsel, also  
26 joined the meeting via video conference as well.

27 **OPEN SESSION**

28 Upon returning to regular session at 6:43 p.m., President Eichstaedt stated that the Board  
29 agreed to the terms of a mediated settlement with D.L. Falk Construction Inc. regarding a dispute  
30 on the District's Administration & Laboratory Upgrade Project. The Board also authorized its  
31 General Manager, Tony Williams, to execute the necessary settlement documents on behalf of the  
32 District.

33 **ADJOURNMENT**

34 President Eichstaedt adjourned the meeting at 6:44 p.m.

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Submitted by

Eileen Mulliner  
District Secretary

DRAFT

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**MEMORANDUM**

To: Board of Directors  
From: Eileen Mulliner, Executive Assistant / District Secretary   
Subj: Resolution re Consolidation of District Election and Filing Information  
District Election, November 3, 2026  
t:\bod\elections\2026\memo re cons of election 2026.doc

May 5, 2026

**RECOMMENDED ACTION:** Approve Resolution re: Consolidation of District Election

**FINANCIAL IMPACT:** \$1.75-\$3.00 per Registered Voter, as stated on the Marin County website

The District is required to hold an election on November 3, 2026 for two seats on the Board of Directors (Board). The full term of Director Fraites (Division 5) and short term of Director Eichstaedt (Division 1) expires in 2026.

In order to continue to minimize costs and for the ease of conducting the election, it is recommended that the Board consolidate the District's General Election with the November 3, 2026 Statewide General Election. Attached for the Board's approval is a resolution requesting consolidation of the District's General Election on November 3, 2026, and requesting election services by the Marin County Elections Department. The Marin County Registrar of Voters has requested that the District's resolution include language stating that the North Marin Water District is requesting that Marin County also include the few Sonoma County voters eligible to vote for the District's Board.

Full 4-Year Term of the following Director(s) will end in 2026:

Rick Fraites

Short-Term of the following Director(s) will end in 2026:

Ken Eichstaedt\*

\*Director Ken Eichstaedt was appointed to the District Board of Directors in December, 2022 to fill the seat vacated by the passing of Director James Grossi and Government Code 1780(d)(2) required the appointment be held until the next General District Election (in 2024). The length of term following the 2024 election was two years since former Director Grossi's term was set to expire in 2026.

The candidate nomination filing period for the November 3, 2026 District Election is **July 13 through August 7, 2026**. Nomination papers will be available from the County of Marin Elections Department, Hall of Justice, Civic Center, San Rafael. If nomination papers are not filed by ALL incumbents by 5:00 p.m. on August 7, 2026, the filing period will be extended to 5:00 p.m., August 12, 2026.

**Note: Only non-incumbent candidates may file nomination papers during an extended filing period.**

Upon taking out nomination papers, candidates will be given a copy of Candidates Guidelines with detailed information. If you have any questions, please contact the County's Elections, Registrar of Voters, Department (Dan Miller) at 415-473-6437 or dan.miller@marincounty.gov. Please be aware that **all candidates are required to file a Candidates Statement of Economic Interests (Form 700)** with the County Elections Department where they file their Declaration of Candidacy. Staff will provide copies of Form 700 to the one Director whose full-term ends in 2026 and the one Director whose short-term ends in 2026.

Candidates who are elected from Divisions 1 and 5, or appointed in lieu of a contested election, take office at noon on Friday, December 4, 2026 and serve one four-year term as noted above.

#### RECOMMENDATION

Board adopt the attached resolution.

#### ATTACHMENTS:

1. Resolution 26-02

**RESOLUTION NO. 26-02****RESOLUTION OF THE BOARD OF DIRECTORS OF  
NORTH MARIN WATER DISTRICT****CALLING AND DIRECTING THAT NOTICE BE GIVEN OF AN ELECTION OF TWO  
DIRECTORS ON NOVEMBER 3, 2026, REQUESTING THE MARIN COUNTY BOARD OF  
SUPERVISORS TO CONSOLIDATE THE DISTRICT'S GENERAL ELECTION WITH THE  
STATEWIDE GENERAL ELECTION, AND REQUESTING ELECTION SERVICES BY THE  
MARIN COUNTY ELECTIONS DEPARTMENT**

WHEREAS, pursuant to the provisions of the County Water District Law and the Elections Code, an election is to be held within the North Marin Water District on the 3<sup>rd</sup> day of November, 2026, for the purpose of electing two (2) members to the District Board of Directors consisting of two (2) "Full Term" seats with a four (4) year term from 2026 to 2030; and

WHEREAS, it is desirable that the District's General Election be consolidated with the Statewide General Election to be held on the same date within Marin County; and

WHEREAS, it is desirable that Marin County administer the election for those few voters residing in southwestern Sonoma County who are within the District's service area and eligible to vote for the District's Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF NORTH MARIN WATER DISTRICT, as follows:

- 1) The above recitals are true and correct and hereby incorporated into this Resolution.
- 2) A General Election is hereby called to be held within North Marin Water District on November 3, 2026, for the purpose of electing two (2) members to the District Board of Directors nominated from Divisions 1 and 5, consisting of two (2) "Full Term" seats with four (4) year terms from 2026 to 2030.
- 3) The Marin County Board of Supervisors are hereby requested to consent and agree to the consolidation of said General Election to be held throughout the whole of the District, including those voters residing in southwestern Sonoma County who are within the District's service area and eligible to vote for the District's Board, with the Statewide General Election on Tuesday, November 3, 2026 for the purpose of the election of two (2) members to the District Board of Directors in the manner prescribed in Elections Code §10418.
- 4) Pursuant to Elections Code § 10002, the Marin County Board of Supervisors are hereby requested to issue instructions to the County Elections Department to provide all necessary election services and to canvass the results of said election at District expense.

PASSED AND ADOPTED this 5th day of May, 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

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KEN EICHSTAEDT  
PRESIDENT, BOARD OF DIRECTORS

ATTEST: \_\_\_\_\_  
Eileen Mulliner, District Secretary

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## MEMORANDUM

To: Board of Directors

Date: May 5, 2026

From: Tim Fvette, Senior Engineer *TJF*  
Eric Miller, Assistant General Manager/Chief Engineer *EM*

Subject: Authorization to Advertise - Novato Boulevard Water Improvements

\\nmwdfiler\server\engineering\Projects\7000s\7195 Novato Blvd Widening Diablo to Grant\1. BOD memos\2026 0505 approval to bid\7195 Novato Blvd Widening City BOD Memo Approval to Bid 05-05-26.doc

**RECOMMENDED ACTION:** That the Board authorize the General Manager to approve the contract bid documents pursuant to the cost share agreement with the City of Novato for Water Improvements in Novato Boulevard, between Diablo Avenue to Grant Avenue

**FINANCIAL IMPACT:** \$5.25M (\$4.25M included in FY26/27 CIP Budget)

### Background

The City of Novato (City) plans to complete roadway, sidewalk, and streetscape improvements along the Novato Boulevard corridor between Diablo Avenue and Grant Avenue; known as the Novato Boulevard Improvement Project (Roadway Improvements Project). Concurrently, the North Marin Water District (District) is proposing to replace an existing distribution water main and branch mains (Water Improvements Project) located within the limits of the City's Roadway Improvements Project. City and District staff have determined that implementing their respective improvement projects at the same time under one construction contract (Joint Project) is beneficial to both agencies for economy of scale savings for administration, and to the public by minimizing construction disturbances. In consideration of this mutually beneficial project approach, at the July 15, 2025 meeting, the Board authorized the General Manager to execute a Cost Sharing Agreement (Agreement) with the City for the construction phase of the Joint Project, included as Attachment 1.

The City will manage the integration of design plans and the bidding and award of the Joint Project contract to the lowest responsive and responsible bidder. Per the Agreement, the City shall obtain written approval of the contract documents (as they pertain to the Water Improvements) from the District prior to advertising the Joint Project for bid. The Joint Project is currently planned to be advertise prior to July 1, 2026 subject to approval by the City Council. The City issued an Environmental Impact Report in February 2021 that satisfied the CEQA requirements for the Joint Project.

Per the Agreement, if the sub-total amount of the Water Improvements Project bid items do not exceed the District's Engineer's Estimate, the City may award the contract without

further approval by the District. However, if the Water Improvements Project sub-total amount exceeds the District's Engineer's estimate, the City and District will, in good faith, agree upon a mutually acceptable method of paying the water bid exceedance as between the City and District. Under this scenario, District staff would return to the Board with a recommendation on how to proceed.

Budget

Design phase expenditures from project inception through Fiscal Year 2025-2026 (FY 25/26) are estimated at \$475,000. Remaining project costs are estimated to be \$5.25M and are expected to be realized in Fiscal Years (FY) 26/27, 27/28, and 28/29. Staff plans to include \$4.25M in the CIP budget for FY26/27 (CIP ID 1a1) and plans to include \$750,000 and \$250,000 in budget projections for FY27/28 and FY28/29 respectively. A breakdown of the project costs by phase is provided in Table 1 below, and budget details per fiscal year are provided in the proposed FY 26/27 CIP budget.

Table 1: Project Costs by Phase

Phase	Estimate (\$)
Planning	0
Environmental	0
Design	475,000
Construction	4,350,000
Const. Mgmt.	375,000
Closeout	50,000
Contingency	475,000
<b>Total</b>	<b>\$5,725,000</b>

The Engineer's Estimate for the Water Improvements portion of the Joint Project is \$2.3M, which includes contractor labor, equipment, incidental and bulk material costs. Due to long material lead times and for quality control purposes, the District will purchase material for the project including pipeline, valves, and fittings. The material estimate is \$1.3M. Construction phase soft costs, such as mobilization and traffic control, are paid for under the Joint Project and the District will reimburse the City a percentage of those costs as detailed in the Agreement. Soft costs are estimated to be \$300,000. Other construction costs, such as District-performed work and pavement restoration, are estimated to be \$450,000 and are provided in Table 2 below.

Table 2: Construction Phase Costs

Item	Estimate (\$)
Water Improvements Project	2,300,000
District Material Procurement	1,300,000
Construction Soft Cost (Mob. & Traffic)	300,000
District-Performed Construction	350,000
Other Cost Sharing (Pavement Restoration)	100,000
<b>Construction Total</b>	<b>\$4,350,000</b>

RECOMMENDATION

That the Board authorize the General Manager to approve the contract bid documents for Water Improvements as part of the Joint Project and provide written approval to the City to advertise the Joint Project.

ATTACHMENT:

1. Agreement Between City of Novato and North Marin Water District regarding Water Improvements in Novato Boulevard, Diablo Avenue to Grant Avenue



# DocuSign Coversheet

Date:	10/7/25		
Vendor Name:	North Marin Water District		
City Department:	Public Works		
Total Cost of Service:	\$0		
Approval Date:	9/23/25		
Approved by:	<input checked="" type="checkbox"/> City Council	<input type="checkbox"/> City Manager	<input type="checkbox"/> Department Head <input type="checkbox"/> Division Manager
Method of Approval:	Reso 2025-083		
Start Date:	10/10/2025	City Staff:	Elisa Sarlatte
Expiration Date:	12/31/28	Staff Phone:	415 475 9589
GL Account Number:	CIP 01-004	Staff Email:	esarlatte@novato.org
Budget Amendment:	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes	If Yes, Budget Amendment Reso # <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span> Date: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>

## SIGNING AUTHORITY

- Division Manager (<\$10,000)
- Department Head (\$10,001 - \$20,000)
- City Manager – Non-CIP (\$20,001 - \$60,000)
- City Manager - CIP (<\$200,000)
- City Council – Non-CIP (\$60,001 - \$200,000)
- City Council - CIP (>\$200,000)

### BRIEF DESCRIPTION OF WORK TO BE COMPLETED OR DOCUMENT TO BE SIGNED

Cost Share Agreement with North Marin Water District. No cost to City other than minimal staff time to send and receive billing. Approved via Reso 2025-083

**AGREEMENT BETWEEN**  
**CITY OF NOVATO**  
**AND**  
**NORTH MARIN WATER DISTRICT**  
**REGARDING**  
**WATER IMPROVEMENTS IN NOVATO BOULEVARD,**  
**DIABLO AVENUE TO GRANT AVENUE**

This Agreement is made and entered into as of this 16<sup>th</sup> day of October, 2025, by and between the City of Novato, hereinafter “City” and the North Marin Water District, hereinafter “District” on the following terms and conditions. The City and the District are collectively referred to herein as the “Parties,” and either the City or the District can be referred to herein as a “Party.”

1. Purpose and Scope.

- a. The City intends to construct certain roadway, sidewalk, and streetscape improvements along Novato Boulevard between Diablo Avenue and Grant Avenue (“Roadway Improvements”). These Roadway Improvements are described in the plans and specifications for the City’s Novato Boulevard Improvements Project - Project No. 01-004 (“Roadway Improvements Project”) prepared by Mark Thomas & Company, Inc.
- b. The District proposes to replace its existing distribution water main including branch mains located in Novato Boulevard, starting just east of Diablo Avenue and terminating just west of Grant Avenue (“Water Improvements”). These Water Improvements are described in the plans and specifications known as North Marin Water District Job No. 7195.
- c. It is to the mutual benefit of the Parties to construct the Roadway Improvements and Water Improvements together.
- d. This Agreement specifies the responsibilities and requirements of the City and the District to accomplish design and construction of the Water Improvements (“Water Improvements Project”) as part of the Roadway Improvements Project (collectively referred to as the “Joint Project”). This is not an agreement specifying the duties of the City and/or its contractor(s) in constructing the Roadway Improvements except to the extent specified hereinafter. The City shall have exclusive responsibility and authority for all matters related to the construction of the Roadway Improvements.
- e. The Water Improvements shall be constructed concurrent with and under the same construction contract as the Roadway Improvements.

- f. The City will manage the integration of design plans and the bidding and award of the Joint Project contract to the lowest responsive and responsible bidder, herein after referred to as “Contractor.”

2. Definitions of Water and Roadway.

- a. As used in this Agreement, the term “water” shall include water pipelines, fire hydrants, blow-off assemblies, valves, valve covers, service laterals, and other appurtenances described in the plans and specifications prepared for the Water Improvements Project.
- b. As used in this Agreement, the term “roadway” shall include all of the roadways, sidewalks, curbs, gutters, storm drains, landscaping, lighting, landscape irrigation facilities, and other road appurtenances and improvements described in the plans and specifications prepared for the Roadway Improvements Project.

3. Project Responsibilities of City and District.

- a. *General.*
  - i. At its sole cost, the District shall be responsible for and shall have final decision-making authority with respect to the design, inspection, shop drawing review and approval, construction schedule and all other related engineering services for all Water Improvements work. Notwithstanding the foregoing, the construction schedule and any revisions thereto for Water Improvement work shall be subject to the approval of the City, which said approval shall not be unreasonably withheld so long as the construction schedule and any revisions thereto do not adversely affect the construction schedule established by the City for the Roadway Improvement Project. The District shall be principally responsible for the enforcement of the approved construction schedule for the Water Improvements and if the District fails to timely exercise that duty of enforcement, the City may enforce said schedule. At its sole cost, the District shall also provide material testing relating to Water Improvements construction and staking and surveying for Water Improvements construction. At its sole cost, the District shall obtain all permits required for the construction of Water Improvements and any District approvals required under the California Environmental Quality Act (CEQA) as it relates to the Water Improvements construction.
  - ii. At its sole cost, the City shall perform and have sole authority over and the sole decision-making power concerning the design, inspection, shop drawing review, construction schedule and all other related engineering services for all Roadway Improvements construction. At its sole cost, the City shall also provide material testing for Roadway Improvements construction and staking and surveying for Roadway Improvements construction. At its sole cost, the City shall perform all tasks related to the Roadway Improvements

construction, including but not limited to, public notification, permit acquisition, and compliance with CEQA as it relates to the Roadway Improvements construction. At its sole cost, the City shall also perform all tasks related to the advertisement for bids, the bidding process, and the award of contract for the Joint Project pursuant to and in accordance with applicable law. The City shall also perform and/or provide all contract and project administration for the Joint Project but shall be reimbursed its costs for that work in accordance with Sections 5 and 6, below.

b. *Contract Documents.*

- i. The contract documents for the Joint Project shall include provisions requiring the successful bidder to, among other things, (1) name the District, its officers, officials, employees, and volunteers as additional insured on any required insurance policies, including but not limited to general liability and automobile insurance policies, (2) name the District as an additional obligee on all performance and payment bonds posted with the City, and (3) defend, indemnify, and hold harmless the District, its officers, directors, officials, employees, agents, and volunteers from liabilities in the same manner as is provided to the City.
- ii. The bid and contract documents shall set forth the Water Improvements work and shall be bid as a separate set of bid items to be included within and as part of the Joint Project bid and contract. The City shall obtain written approval of the contract documents (as they pertain to the Water Improvements) from the District prior to advertising the Joint Project for bid, which approval shall not be unreasonably withheld or delayed.

- c. *Contract Award.* The City shall award the contract for the Joint Project to the lowest responsive and responsible bidder pursuant to the laws that apply to public works contracts let by the City, or reject all bids. If the total amount of the Water Improvements work bid items does not exceed the District’s Engineer’s estimate (a copy of which has been provided to the City and is on file in the office of the Public Works Director), the City may award the contract without further approval by the District. However, if the total amount of the Water Improvements work bid items exceeds the District’s Engineer’s estimate (the amount by which the said bid exceeds the District’s Engineer’s estimate shall be referred to as the “water bid exceedance”), the City and District will, in good faith, agree upon a mutually acceptable method of paying the water bid exceedance as between the City and the District. Said agreement shall be in writing and shall be executed by the Parties within thirty (30) working days from the City’s notifying the District of the official bid results. In the event that no such agreement is executed within said thirty (30) working day period, the City may award the contract for the Joint Project or for only the Roadway Improvements Project without further approval by the District, but in such event, the District reserves all rights to contest its payment of the water bid exceedance, if applicable; provided that any dispute which arises between the Parties as to the

District's obligation to pay such water bid exceedance under the circumstances described in this sentence shall be subject to the procedures set forth in Section 17 (Mediation), below.

d. *Determinations.*

- i. The City shall be solely responsible for the negotiation, preparation, and issuance of change orders, force account work determinations and construction claim resolution applicable to any and all portions and aspects of the Joint Project. Notwithstanding the forgoing, the District shall be included in the negotiations of change orders, force account work determinations, and construction claims resolution to the extent that they involve Water Improvements construction. Time is of the essence in District's review of such work. The District's approval shall not be unreasonably withheld or delayed.
- ii. During construction, the City shall contact the District's Chief Engineer or authorized representative ("District Engineer") by telephone, voice mail, or electronic mail in regard to questions and decisions concerning the Water Improvements construction. In the event that the District Engineer fails to make a timely decision concerning the Water Improvement construction, the District shall indemnify, defend, and hold the City harmless from all liability resulting therefrom, as specified in Section 4.a., below.

e. *Alignment and Sequencing.* The Water Improvements shall be designed and constructed in appropriate sequence in relation to and in coordination with all other work on the Joint Project, as well as any other planned improvements by other utility providers. Paving of the roadways shall occur subsequent to installation of buried water pipe shown in the Water Improvements. Prior to finalizing contract documents, alignment and sequencing of other utilities improvements relative to the Water Improvements shall be mutually agreed upon between the Parties.

f. *Change Orders.* All change orders related to or involving Water Improvements construction shall be reviewed and are subject to the written approval of the District prior to any such change order being issued to the Contractor by the City, which approval shall not be unreasonably withheld or delayed. The City shall be responsible for the negotiation, preparation, and issuance of change orders, force account work determinations and construction claim resolution applicable to any and all portions and aspects of the Joint Project. The District shall be included in the negotiations of change orders, force account work determinations and construction claim resolution to the extent that they involve Water Improvements construction.

g. *Inspections.* The District will perform construction inspection of the Water Improvements construction and, upon request by the City's Engineer, will develop responses to submittals, requests for information and requests for clarification, design clarifications, and similar construction documentation with respect to the Water

Improvements construction. The District will direct all communications to the City's contractor through the City's Engineer.

- h. Differing Site Conditions. The District shall reimburse the City for reasonable costs associated with an unavoidable delay in the construction of the Water Improvements related to differing subsurface or otherwise concealed physical conditions in the roadway. The City shall give written notice to the District promptly after the first observance of such conditions.
- i. Plan Check. The District shall be responsible for reviewing and approving the District's Water Improvements plans to be incorporated into the final plans for the Joint Project plans in accordance with District codes. The District shall reimburse the City for reasonable unavoidable costs resulting from or related to an unreasonable delay by the District in completing the Plan Check of the Water Improvement plans.

4. Indemnity.

- a. The District shall defend, indemnify, save, and hold harmless the City, its council or board members, officers, officials, agents, and employees from any and all claims, demands, suits, costs, liability, and expenses, including reasonable attorneys' fees, for any damages, injury, sickness, or death, including liability for inverse condemnation, nuisance or trespass (collectively "liability") to the extent arising out of any of the District's performance under this Agreement, including, but not limited to, the design and performance of the Water Improvements, permit acquisition for the Water Improvements, compliance with CEQA with respect to the Water Improvements, inspection or shop drawing review and approval of the Water Improvements, any other engineering and other services provided by District during construction of Water Improvements, and decisions made, or failed to be made, by the District as described in Section 3.d, except for liability as is caused by the sole or active negligence or willful misconduct of the City, its council or board members, officers, officials, employees, contractors, or agents.
- b. The City shall defend, indemnify, save, and hold harmless the District, its council or board members, officers, officials, employees, and volunteers from any and all claims, demands, suits, costs, liability, and expenses, including reasonable attorneys' fees, for any damages, injury, sickness or death, including liability for inverse condemnation, nuisance or trespass (collectively "liability") to the extent arising out of any of the City's performance under this Agreement, including, but not limited to, the design and performance of the Roadway Improvements Project, public notification of the Joint Project, permit acquisition for the Roadway Improvements, compliance with the CEQA with respect to the Roadway Improvements, compliance with all laws related to advertisements for and evaluation of bids and award of a contract for the Joint Project, and contract and project administration for the Joint Project, except for liability as is

caused by the sole or active negligence or willful misconduct of the District, its council or board members, directors, officers, officials, employees, contractors, or agents.

- c. Nothing in this Agreement is intended to affect the legal liability of either Party by imposing any standard of care different from the standard of care imposed by law.
- d. This Section and Section 3(d)(ii) shall survive the termination of this contract.

5. Cost Sharing. The City and the District shall share the cost attributable to the design, project administration, construction, contract administration, and inspection of the Joint Project as outlined below.

a. The District shall reimburse the City a percentage of each of the Joint Project costs listed below. The percentage for progress payments shall be derived by dividing the total bid costs for the Water Improvements Project by the total bid costs for the Joint Project. When the Joint Project is complete, the City will compile actual total costs for the Joint Project and Water Improvements Project (including itemized change orders pertinent to Water Improvements), and the actual percentage will be adjusted. The District will make a final adjustment payment for the difference between the percentage based on bid prices and the percentage based on actual costs. The District shall reimburse the City a percentage of the reasonable costs incurred by the City and/or its agent(s), consultant(s), and/or contractor(s) in performing the following work:

- Contract administration and project administration.
- Geotechnical investigation, including but not limited to soil borings.
- Construction contract mobilization/demobilization.
- Joint Public notification activities.
- Coordination of shop drawing submittals.
- Long-term construction zone signage (i.e., “Begin Construction,” “End Construction”).

Contract and project administration will include reasonable costs associated with work items that are part of the normal prosecution of work on public works, roadway, and water replacement projects such as, without limitation: processing of progress payments, preparation of reports, communications with the contractor, and normal project coordination functions.

Public notification activities will include communication and coordination of work with merchants and the public in regards to the Joint Project.

- b. The District shall be responsible for 100 percent of the design and construction costs of the Water Improvements Project.
- c. At its sole cost, the District shall also provide the following services during construction:

- all inspections of Water Improvements construction.
  - review and approval of all Water Improvements construction submittals (shop drawings).
  - all engineering services related to Water Improvements construction.
  - all material testing related to Water Improvements construction.
  - all Water Improvements construction staking and surveying.
  - review and approval/disapproval of change orders and force account work related to Water Improvements construction.
- d. The City shall be responsible for 100 percent of all costs incurred by the City to design and construct the Roadway Improvements Project, except for those payments and services provided by the District as provided herein.

6. Payment.

- a. The District shall make payments to the City for the District's share of the costs described in Section 5, above, to the extent such costs are incurred by the City. The District will make progress payments to the City as the construction work proceeds. The City shall forward to the District a copy of the contractor's request for progress payment with an invoice showing the District's share of the cost owed. The City shall also periodically, but not more than once every thirty (30) days, invoice the District for the District's share of the Joint Project costs specified in Section 5.a), above. The City's invoices to the District shall include sufficient documentation to fully support and justify the costs invoiced.
- b. The District shall provide payment to the City within thirty (30) days of receiving an invoice, including disputed payments made under protest. The District shall not unreasonably withhold or delay payment of such work. Payment shall not include any allowances for materials not incorporated into any work.
- c. Subsequent to the Final Completion, as defined by the Joint Project contract, of the Joint Project (as determined by the City in its sole, reasonable judgement after consultation with the District), the City shall prepare in a within sixty (60) calendar days final accounting reports concerning the costs of the Water Improvements Project. These reports shall include documentation to fully support and justify all costs. These reports ("Final Accounting Reports") shall detail the amounts which the City believes the District owes to the City and/or the Joint Project Contractor, provided, however, that in no instance would the District pay the Contractor directly. The final costs to be paid by the District for the Water Improvements Project shall be calculated based on the cost-sharing provisions set forth in this Agreement and on the actual cost of the Water Improvements Project and Joint Project.

- d. Within thirty (30) calendar days of delivery of the Final Accounting Reports to the District, the District shall pay the amount(s) specified in said reports to the City, including disputed payments made under protest.

7. Final Acceptance of Contract and Construction.

- a. The City shall have sole authority to authorize the final acceptance of the contract work for the Joint Project as complete. The District shall have the right to make such inspections of the Water Improvements Project work as would be ordinary and necessary prior to the final acceptance by the City of the contract work as being complete.
- b. The City shall not authorize final acceptance of the Water Improvements work until after it has consulted with the District as to whether such work is complete in accordance with the District's standard procedures. Upon completion of the Water Improvements work, the City and the District shall conduct a joint final inspection of those facilities. After the District, through its Chief Engineer and in writing, has determined that the Water Improvements work has been completed to the District's satisfaction, the City shall accept the Water Improvements work as complete for itself and for the District. The District will not unreasonably withhold or delay its approval of said Water Improvements work. If the District does not approve or disapprove the Water Improvements work within ten (10) business days, or after such reasonable additional time with consent by the City, which it will not unreasonably withhold, after the joint final inspection, the Water Improvements work will be deemed approved by District.

8. Maintenance Responsibility. At the time that the City accepts the contract work for the Joint Project as complete, and subject to any warranty provision of the Joint Project construction contract:

- a. The City is deemed to thereby accept maintenance and repair responsibility only for the Roadway Improvements as defined herein in accordance with applicable law except for those facilities that, pursuant to applicable law and/or separate agreement, are to be maintained by third party property owner(s) and/or others; and,
- b. The District is deemed to thereby accept complete maintenance and repair responsibility for only the Water Improvements as defined herein except for those facilities that, pursuant to applicable law and/or separate agreement, are to be maintained by third party property owner(s) and/or others.

9. Accountability. Both Parties shall strictly account for all funds directly related to this Agreement and shall report to the other, upon request, on all pertinent receipts and disbursements.

10. Cooperation. The City and District agree to work cooperatively toward the successful completion of the Joint Project.
11. Modification of Agreement. This Agreement shall be subject to modification only by a subsequent written agreement executed by both of the Parties.
12. Entire Agreement. This Agreement contains the entire understanding of the Parties concerning its subject matter. Any representation or promise of the Parties relating to the subject matter shall not be enforceable unless it is contained in this Agreement or in a subsequent written agreement executed by the Parties.
13. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties.
14. Notices. Any and all notices or documents to be delivered between the Parties shall be deemed delivered: (1) upon hand delivery to the address below; (2) upon being sent and received via United States Postal Service Certified Mail to the address below as evidenced by a United States Postal Service Certified Mail receipt; or (3) five (5) days after being deposited in the United States Mail, if sent via first class United States Postal Service Mail. Facsimile transmission shall be promptly followed by first class United States Postal Service Mail. The addresses and facsimile numbers are as follows:

TO THE CITY:

Elisa Sarlatte  
Sr. Civil Engineer  
City of Novato  
900 Sherman Avenue  
Novato, CA 94945  
(415) 899-8246 (Office)  
(415) 899-1496 (Facsimile)

TO THE DISTRICT:

Eric Miller  
Assistant General Manager-Chief Engineer  
North Marin Water District  
P.O. Box 146  
Novato, CA 94948  
(415) 897-4133 (Office)

15. Interpretation. Both Parties have had ample opportunity, with the benefit of counsel, to comment upon the contents of this Agreement; therefore, the rule that ambiguities in contracts are to be construed against the drafter, and any related rules, shall not apply.
16. Mediation. In the event that a dispute or claim in law or equity between the District and the City arising out of this Agreement that is not subject to the provisions of the Public Contacts

Code Sections 20104 et seq. exists, the Parties agree to first attempt to resolve any dispute or claim in law or equity between them through informal negotiation between the Parties. If the dispute or claim is not resolved by an informal negotiation between the Parties, then the Parties agree that they will attempt to resolve the dispute or claim by private, non-binding mediation. The Parties will agree upon the selection of a mediator. If the Parties cannot agree upon the selection of a mediator, then the Presiding Judge of the California Superior Court for the County of Marin shall select the mediator. The Parties shall each be responsible for their own attorneys' fees for the mediation, and the cost of the medication shall be split and shared equally amongst and between the Parties. The completion of the mediation shall be a prerequisite to the filing of any lawsuit, litigation, and/or demand for arbitration. The non-binding mediation process shall continue until the case is resolved or until such a time as the mediator makes a finding that there is no possibility of resolution. If mediation is unsuccessful, the Parties may avail themselves of any other remedies, including but not limited to lawsuit, litigation, and/or demand for arbitration.

17. No Third-Party Beneficiaries. Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the Parties.
18. Attachments. To the extent a conflict exists between the attachments and the terms of this Agreement, the terms of this Agreement shall control.
19. Time of the Essence. Time is of the essence for each and every provision of this Agreement.
20. Waiver. No provision, covenant, and/or condition of this Agreement shall be deemed to have been waived by the City and/or the District unless in writing signed by someone authorized to bind the Party asserted to have consented to the waiver. The waiver by the City and/or the District of any breach of any provision, covenant, and/or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same and/or any other provision, covenant, or condition of this Agreement.
21. Severability. If any section, clause, or phrase of this Agreement or the application thereof to any Party or any other person or circumstance is for any reason held to be invalid by a court of competent jurisdiction, it shall be deemed severable, and the remainder of the Agreement or the application of such provisions to any other Party or to other persons or circumstances shall not be affected thereby. In the event a provision is held to be invalid, the Parties shall work in good faith to restore the intent of any provision that held to be invalid. Each Party hereby declares that it would have entered into this Agreement, and each subsection, sentence, clause and phrase thereof, irrespective that one or more sections, subsections sentences, clauses or phrases or the application thereof might be held invalid.
22. Headings. The headings herein are for convenience of the Parties only, and shall not be deemed to govern, limit, modify and/or in any manner affect the scope, meaning and/or intent of the provisions or language of this Agreement.
23. Governing Law; Venue. Any judicial action or proceeding that relates to this Agreement shall

be brought in Marin County Superior Court. The terms of this Agreement shall be interpreted under the laws of the State of California.

24. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute original and all of which together shall constitute one and the same agreement.

25. Electronic Signatures. The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall mean and be deemed to include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, and/or a digital signature.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement dated as of the date provided above to be executed in duplicate by officials which each respective Party covenants has full authority to execute this Agreement.

NORTH MARIN WATER DISTRICT

CITY OF NOVATO

By: Tony Williams  
Anthony Williams, General Manager

By: Amy Cunningham  
Amy Cunningham, City Manager

Dated: 10/8/2025 | 4:58 PM PDT

Dated: 10/14/2025 | 4:33 PM PDT

ATTEST: Eileen Mulliner  
Eileen Mulliner, District Secretary

ATTEST: Laura McDowall  
Laura McDowall, City Clerk

Dated: 10/9/2025 | 8:56 AM PDT

Dated: 10/15/2025 | 9:14 PM PDT

APPROVED AS TO FORM:

By: J. Kevin Moore  
J. Kevin Moore, District Legal Council

By: Gary B. Bell  
Gary Bell, City Attorney

Dated: 10/14/2025 | 4:05 PM PDT

Dated: 10/14/2025 | 4:24 PM PDT

**7**

**MEMORANDUM****To:** Board of Directors**Date:** May 5, 2026**From:** Eric Miller, Assistant General Manager / Chief Engineer *EM***Subject:** Preview of FY 26/27 Capital Improvement Program (CIP)r:\chief engineer\capital improvement program\fy26-27\bod\cip presentation\2026.05.05 bod memo cip preview.docx**RECOMMENDED ACTION:** Information Only**FINANCIAL IMPACT:** None at this time

Attached for review are presentation slides for the proposed Fiscal Year 26/27 Capital Improvement Program (CIP) expenditure budget. The budget includes projects recommended for Novato Water, Recycled Water, West Marin Water, and Oceana Marin Sewer. The list of projects being proposed was developed in coordination with senior staff from all of the District's departments to ensure that the priorities of all District work programs are being addressed. Similarly, the CIP budget was prepared in close coordination with the Auditor/Controller to meet our targets for internally (or "Pay-Go") financed projects.

In previous budget cycles the proposed CIP was presented to the Board with a heavy focus on financial details. While that level of financial information will again be included during this budget cycle, in subsequent meeting agendas, this presentation is intended to discuss the proposed CIP in a manner that focuses on the projects themselves.

The presentation slides also include a list of studies & special projects being proposed for Fiscal Year 26/27. Funding for studies & special projects are not included in the summary budget numbers as they are not considered capital assets in the same capacity as infrastructure improvement work.

**ATTACHMENTS:** Presentation slides dated May 5, 2026



**NORTH MARIN  
WATER DISTRICT**

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**FY 26/27 PREVIEW  
Capital Improvement  
Program (CIP)**

May 5, 2026





# FY 26/27

# CIP PREVIEW

## CONTENTS

# NOVATO

## SYSTEM

- *Pipelines\**
- *Storage Tanks & Pump Stations\**
- *Stafford Improvements\**
- *Facilities Improvements*



# WEST MARIN

SYSTEM

- *Pipelines*
- *Wells*
- *Facilities Improvements*





# OCEANA MARIN SYSTEM

- *Pipelines*
- *Facilities Improvements*





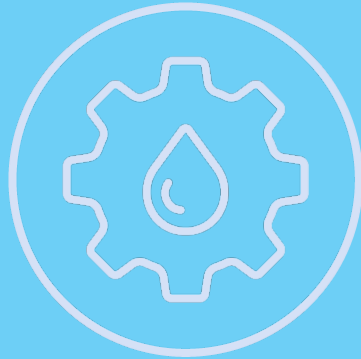
# SPECIAL STUDIES

- *General Studies*
- *Service Area Studies*



# BUDGET SUMMARY

- *Novato Water*
- *West Marin Water*
- *Oceana Marin Sewer*



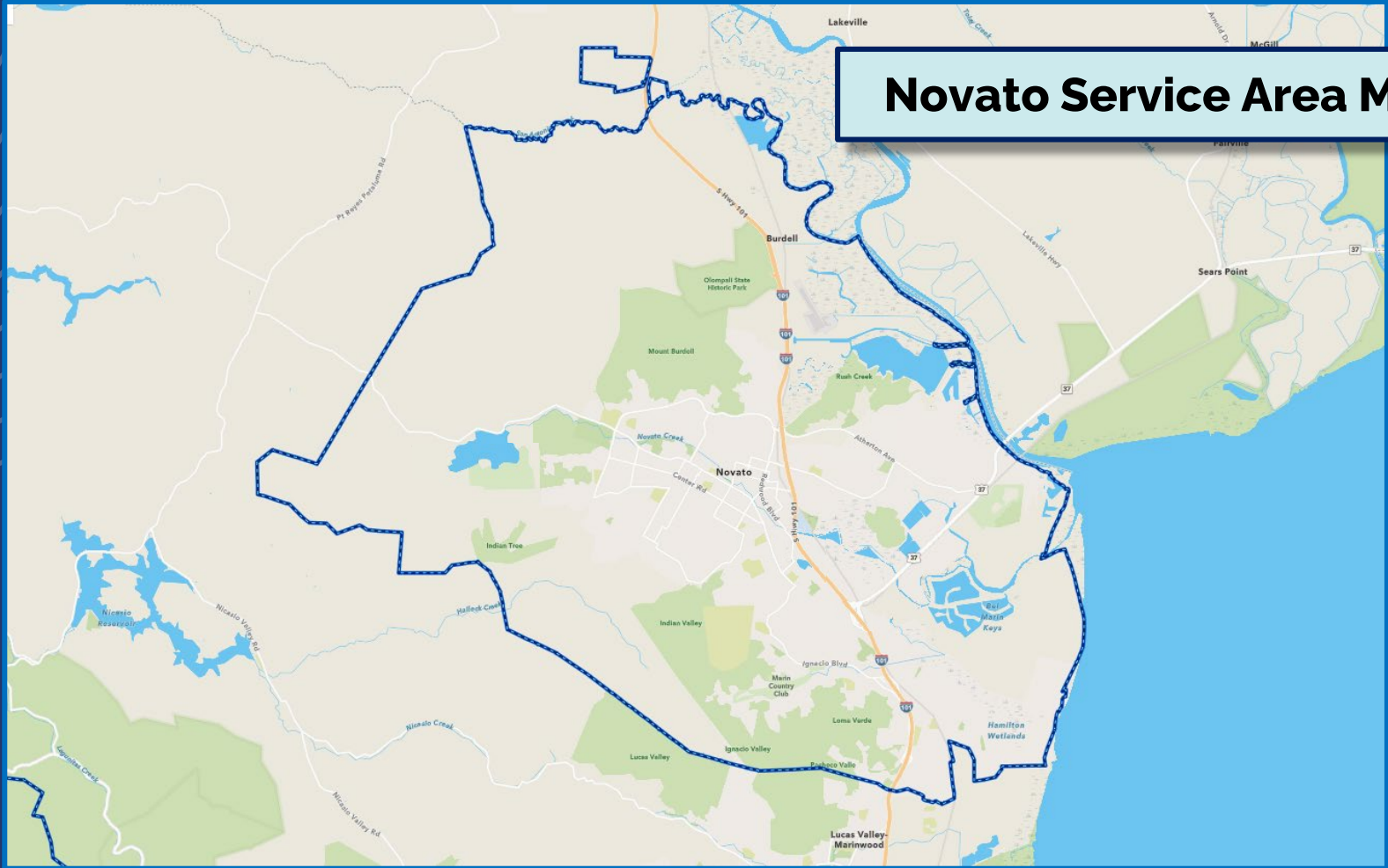


**Novato**



**Novato**

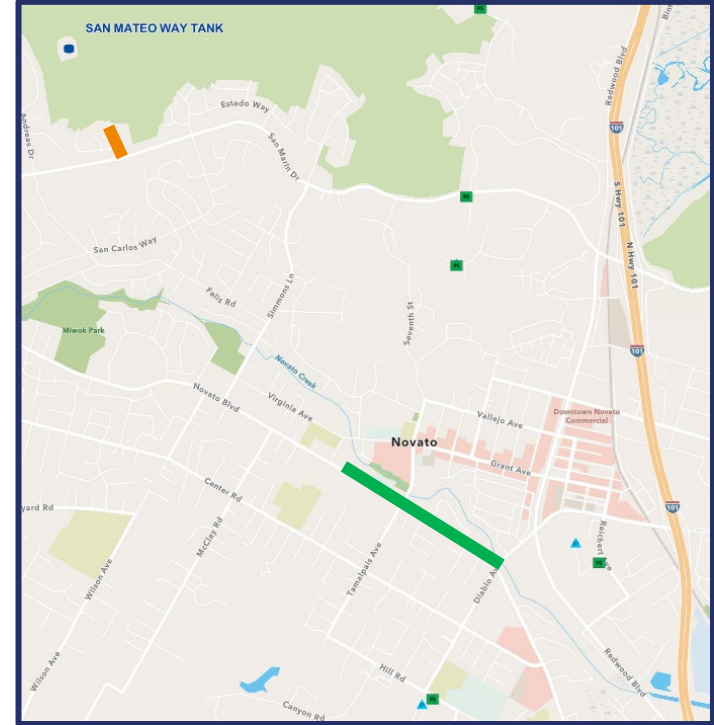
# Novato Service Area Map



# FY 26/27 CIP PREVIEW

## PIPELINES – NOVATO POTABLE

ID	Project	FY 26/27 Budget
1a. Pipeline Improvements		
1a1	Novato Blvd. Widening – Diablo to Grant (City)	\$4,250,000
1a2	San Mateo Way Upsizing	\$100,000
1b. Pipeline Replacements		
1b1	Stafford Lake Park Service Line	\$50,000
1b2	Pipeline Replacement #1 (2025MP)	\$50,000
1c. Aqueduct Improvements		
1c1	Interconnection Mods (w/ MMWD)	\$15,000
1d. Pipeline Contingency		
1d1	Pipeline Resiliency Improvements	\$100,000
1d2	Sync w/ City or County Paving	\$35,000
1d3	Polybutylene (PB) Service Line Replacements	\$15,000
Pipelines – Subtotal		\$4,615,000



# FY 26/27 CIP PREVIEW

## PIPELINES – NOVATO POTABLE

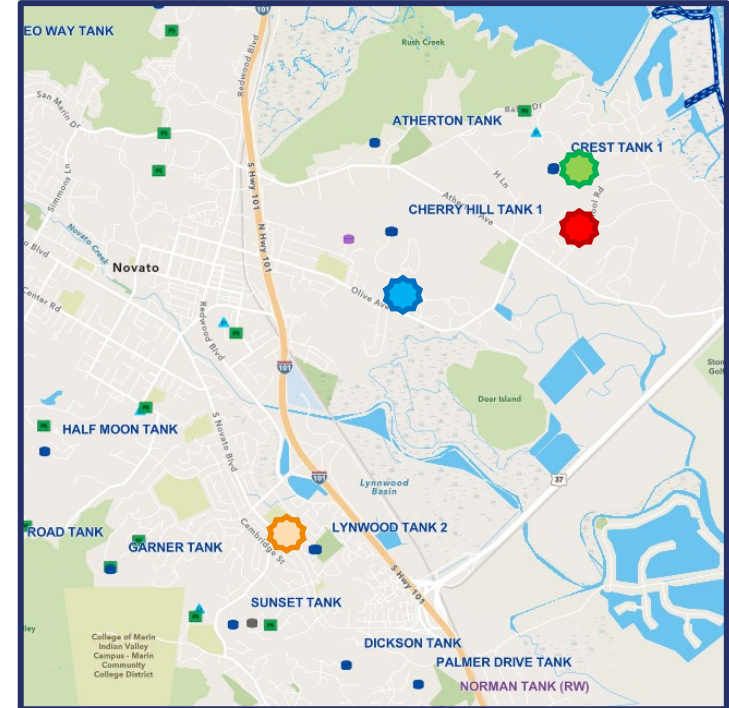
ID	Project	FY 26/27 Budget
1a. Pipeline Improvements		
1a1	Novato Blvd. Widening – Diablo to Grant (City)	\$4,250,000
1a2	San Mateo Way Upsizing	\$100,000
1b. Pipeline Replacements		
1b1	Stafford Lake Park Service Line	\$50,000
1b2	Pipeline Replacement #1 (2025MP)	\$50,000
1c. Aqueduct Improvements		
1c1	Interconnection Mods (w/ MMWD)	\$15,000
1d. Pipeline Contingency		
1d1	Pipeline Resiliency Improvements	\$100,000
1d2	Sync w/ City or County Paving	\$35,000
1d3	Polybutylene (PB) Service Line Replacements	\$15,000
Pipelines – Subtotal		\$4,615,000



# FY 26/27 CIP PREVIEW

## STORAGE TANKS & PUMP STATIONS – NOVATO POTABLE

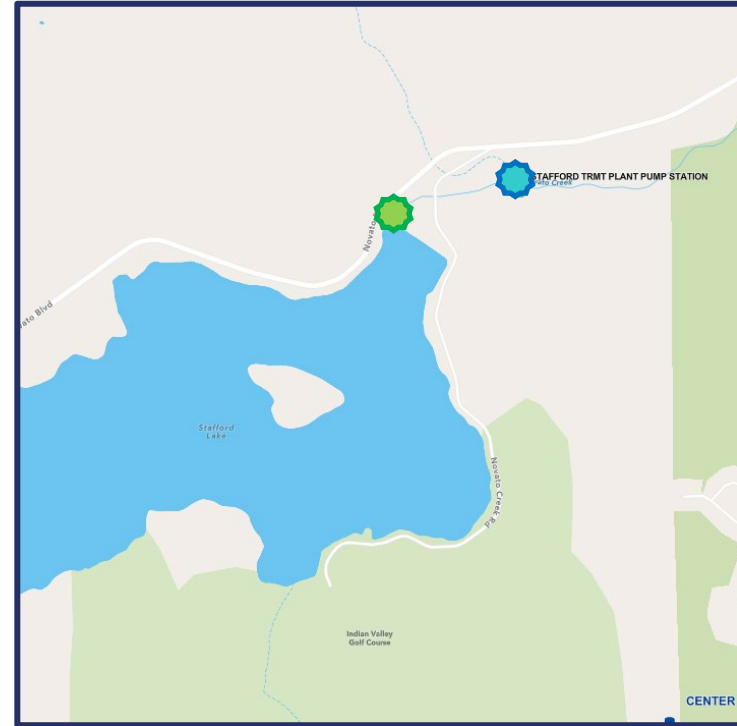
ID	Project	FY 26/27 Budget
2a. Tank Rehabilitation / Replacement		
	None	-
2b. Pump Station Rehabilitation / Replacement		
2b1	Lynwood Pump Station Replacement	\$1,250,000
2b2	Cherry Hill PS Retaining Wall	\$40,000
2b3	School Road PS Decommissioning	\$30,000
2b4	Cherry Hill PS Improvements	\$50,000
2b5	Pump Station Assessment #1-10 (2025MP)	\$100,000
2c. Hydropneumatic Systems		
2c1	Hydropneumatic Upgrades, Phase1 (Bahia)	\$1,300,000
2d. Tank & Pump Station Contingency		
2d1	PS Pump Replacements (5/yr)	\$150,000
Storage Tanks & Pump Stations – Subtotal		\$2,920,000



# FY 26/27 CIP PREVIEW

## STAFFORD IMPROVEMENTS – NOVATO POTABLE

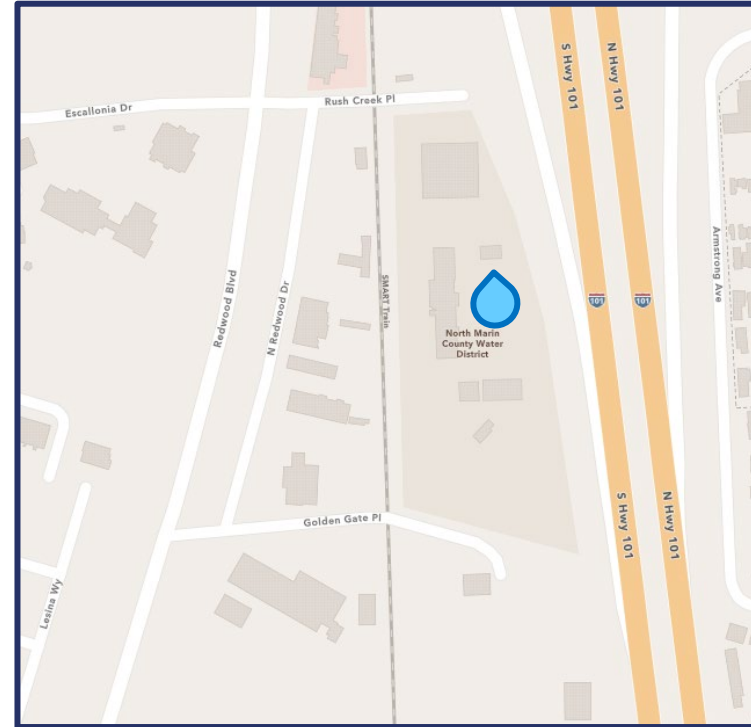
ID	Project	FY 26/27 Budget
3a. Stafford Treatment Plant (STP)		
3a1	STP PLC Replacements	\$160,000
3a2	STP Tower Hose Replacement	\$130,000
3b. Stafford Dam / Watershed		
3b1	Water Supply Enhancement – Spillway ASG	\$5,000
3b2	Dam Piezometer Automation	\$40,000
3c. Stafford Contingency		
3c1	Other Stafford Improvements	\$100,000
Stafford Improvements – Subtotal		\$435,000



# FY 26/27 CIP PREVIEW

## FACILITIES IMPROVEMENTS - NOVATO

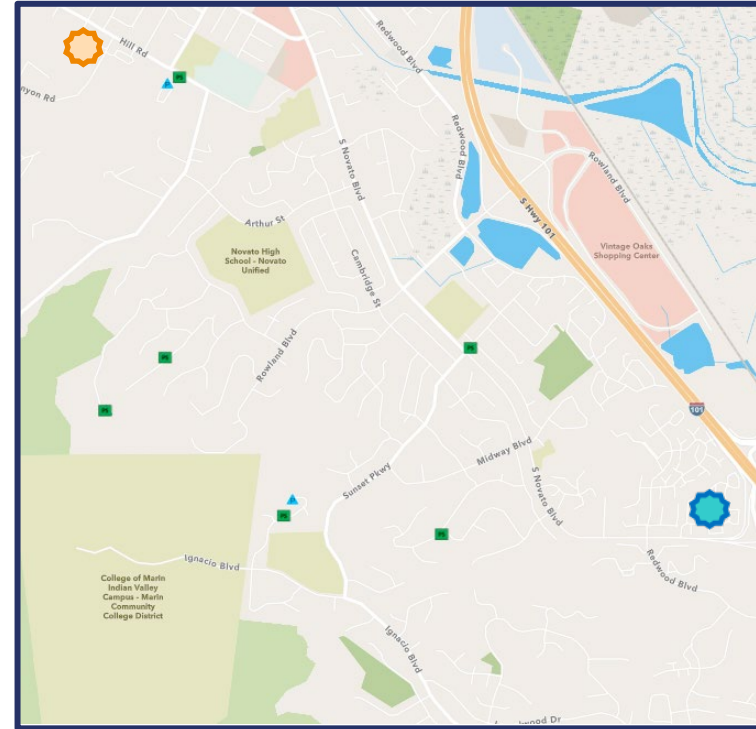
ID	Project	FY 26/27 Budget
4a. District Offices		
4a1	Construction Building Access Improvements	\$100,000
4a2	Construction Yard Improvements – Pipe Rack	\$25,000
4b. System Pressure / Valving		
4b1	Gateway Commons – Backflow Prevention	\$30,000
4b2	Landing Way (PET) Regulators	\$15,000
4b3	DCDA Replacement - 655 Canyon Road	\$40,000
4c. Other Miscellaneous Improvements		
4c1	Other System Improvements	\$50,000
Facilities Improvements (Novato) – Subtotal		\$260,000



# FY 26/27 CIP PREVIEW

## FACILITIES IMPROVEMENTS - NOVATO

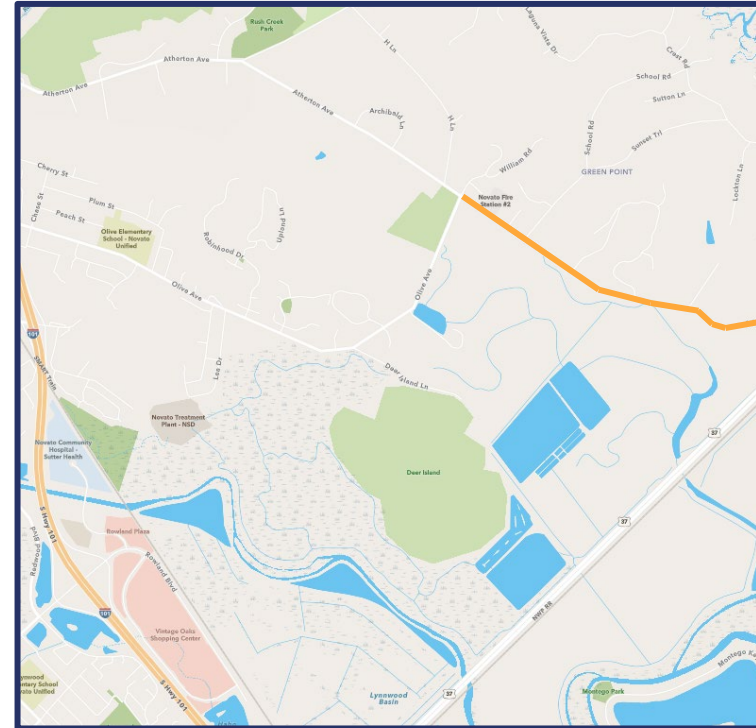
ID	Project	FY 26/27 Budget
4a. District Offices		
4a1	Construction Building Access Improvements	\$100,000
4a2	Construction Yard Improvements – Pipe Rack	\$25,000
4b. System Pressure / Valving		
4b1	Gateway Commons – Backflow Prevention	\$30,000
4b2	Landing Way (PET) Regulators	\$15,000
4b3	DCDA Replacement - 655 Canyon Road	\$40,000
4c. Other Miscellaneous Improvements		
4c1	Other System Improvements	\$50,000
Facilities Improvements (Novato) – Subtotal		\$260,000



# FY 26/27 CIP PREVIEW

## RECYCLED WATER - NOVATO

ID	Project	FY 26/27 Budget
5a. RW Pipelines		
5a1	Replace CI in Atherton Ave. (1,320 LF)	\$75,000
5b. RW Tanks & Pump Stations		
	None	-
5c. RW Contingency		
5c1	Other Recycled Water Improvements	\$25,000
	Facilities Improvements (Novato) – Subtotal	\$100,000



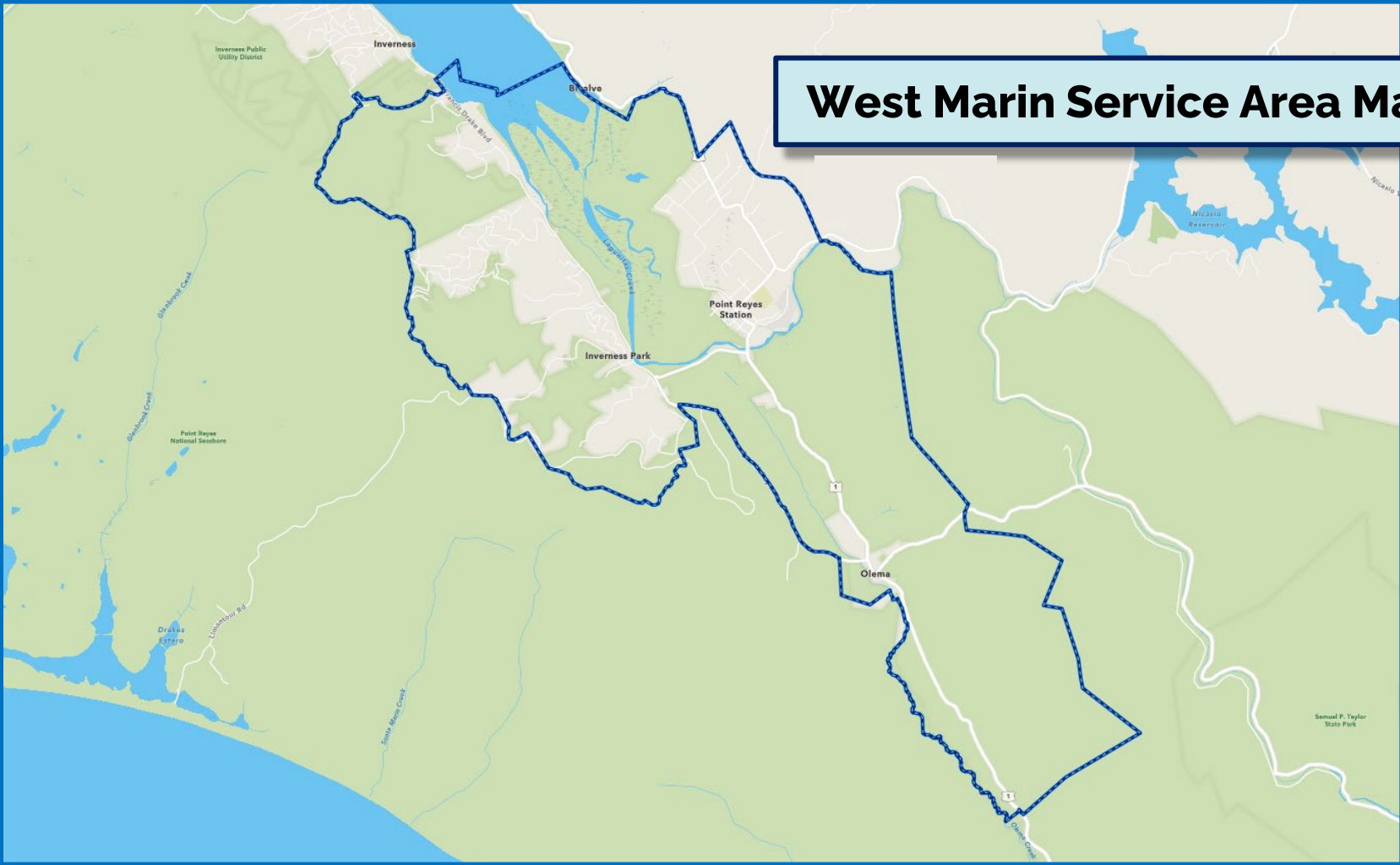
# FY 26/27 CIP PREVIEW SUMMARY – NOVATO

Capital Improvement Program Category	FY 26/27 Budget
Pipelines	\$4,615,000
Storage Tanks & Pump Stations	\$2,920,000
Stafford Improvements	\$435,000
Facilities Improvements (Novato)	\$260,000
Recycled Water (Novato)	\$100,000
Novato – Subtotal	\$8,330,000
Loans / Grants / Other Funding Sources	\$3,650,000
<b>Novato – Total</b>	<b>\$4,680,000</b>



**West Marin**

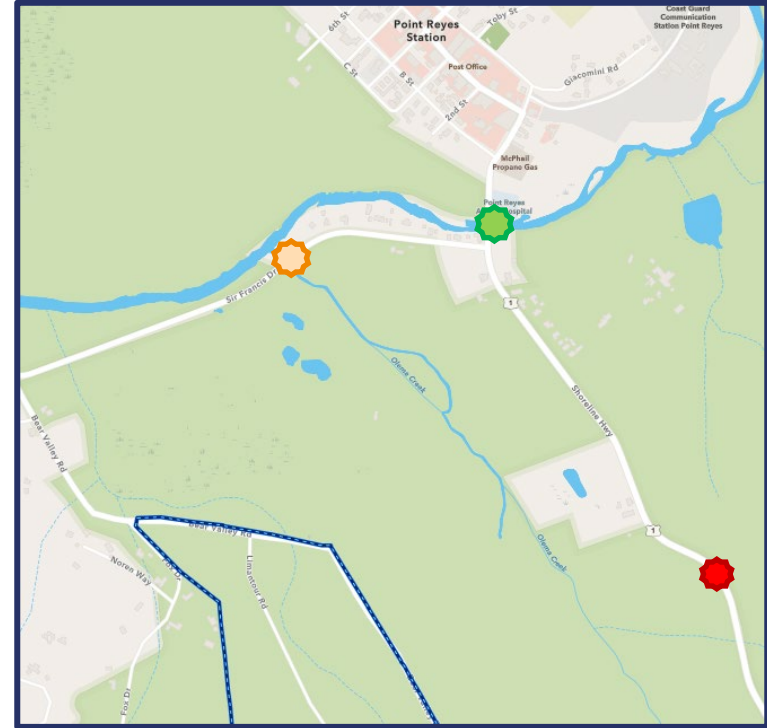
# West Marin Service Area Map



# FY 25/26 CIP PREVIEW

## PIPELINES - WEST MARIN

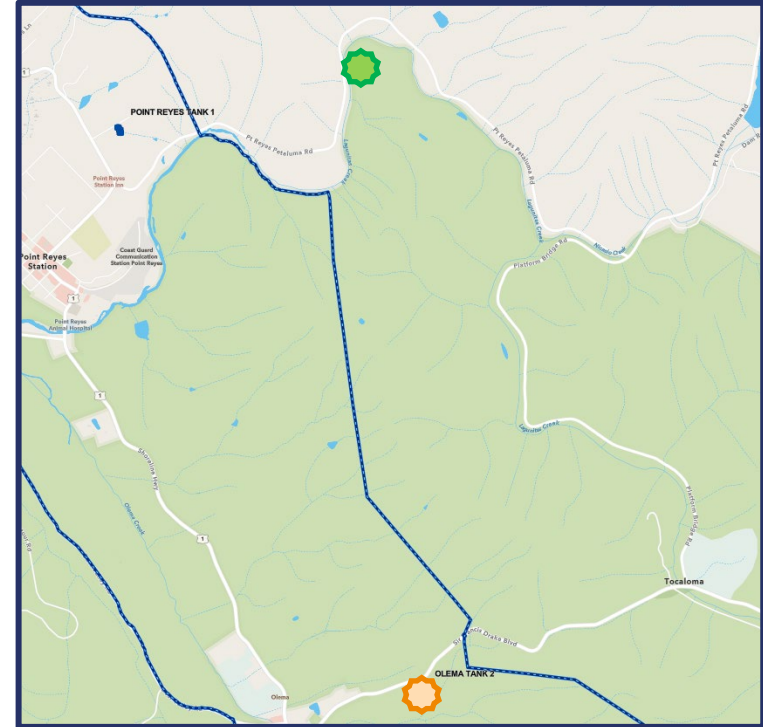
ID	Project	FY 26/27 Budget
6a. WM Pipelines		
6a1	Lagunitas Creek Bridge Pipe Replacement (Caltrans)	\$750,000
6a2	Olema Creek Bridge Pipe Replacement (County)	\$25,000
6a3	St. Rt 1 Caltrans Pipe Relocate	\$20,000
6a4	New Sample Stations x3 (PR)	\$30,000
6a5	Replace 2-inch Galvanized Pipe – 4 Locations	\$75,000
	Pipelines – Subtotal	\$900,000



# FY 26/27 CIP PREVIEW

## FACILITIES IMPROVEMENTS - WEST MARIN

ID	Project	FY 26/27 Budget
6b. WM Tanks & Pump Stations		
6b1	Olema Tank COM Improvements	\$25,000
6c. WM Wells		
6c1	Gallagher Well No. 3	\$250,000
6d. WM Treatment Plant		
	None	-
6e. WM Contingency		
6e1	Sync w/ County Paving	\$25,000
6e2	Other Water System Improvements	\$50,000
	Facilities Improvements - Subtotal	\$350,000



# FY 26/27 CIP PREVIEW SUMMARY – WEST MARIN

Capital Improvement Program Category	FY 26/27 Budget
West Marin Pipelines	\$900,000
West Marin Wells	\$250,000
West Marin Contingency	\$75,000
West Marin – Subtotal	\$1,250,000
Loans / Grants / Other Funding Sources	\$800,000
<b>West Marin – Total</b>	<b>\$450,000</b>



**Oceana Marin**

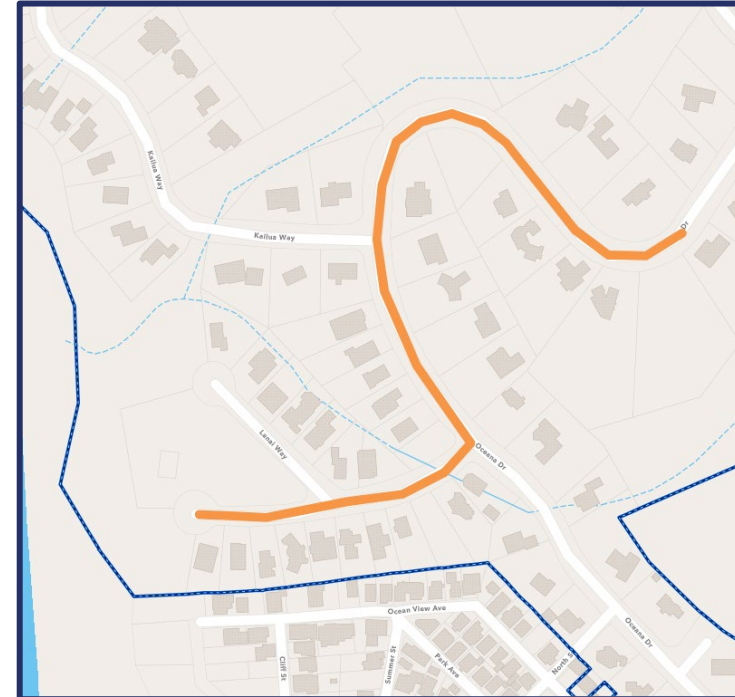
# Oceana Marin Service Area Map



# FY 26/27 CIP PREVIEW

## OCEANA MARIN SYSTEM

ID	Project	FY 26/27 Budget
7a. OM Pipelines		
7a1	Sewer Force Main Improvements - FM 1A (Design Only)	\$10,000
7b. OM Lift Station		
7b1	Tahiti Pump Replacement	\$10,000
7b2	Electric Service Improvements	\$40,000
7c. OM Treatment Ponds		
None		-
7d. OM Contingency		
7d1	Other Sewer System Improvements	\$5,000
7. Oceana Marin – Subtotal		\$65,000
Loans / Grants / Other Funding Sources		\$0
<b>7. Oceana Marin System – Total</b>		<b>\$50,000</b>





# Studies & Special Projects

# FY 26/27 CIP PREVIEW

## ENGINEERING STUDIES & SPECIAL PROJECTS

ID	Project	FY 26/27 Budget
8a. General Studies		
8a1	GIS Implementation Support	\$40,000
8a2	Compensation Survey & Review	\$55,000
8a3	Grant Consultant	\$10,000
8b. Novato Service Area Studies		
8b1	Novato System Cathodic Assessment	\$50,000
8b2	Water Rights Study	\$15,000
8b3	Potter Valley Project FERC Decommissioning	\$5,000
8b4	MMWD ARC Coordination	\$15,000
8b5	MMWD ARC CEQA	\$15,000
8c. WM Service Area Studies		
8c1	West Marin Master Plan & Resiliency Study	\$50,000
8d. OM Service Area Studies		
8d1	Oceana Marin Master Plan (& Rate Study)	\$50,000
8d2	Sewer System Management Plan (SSMP)	\$40,000
Studies & Special Projects – Subtotal		\$345,000



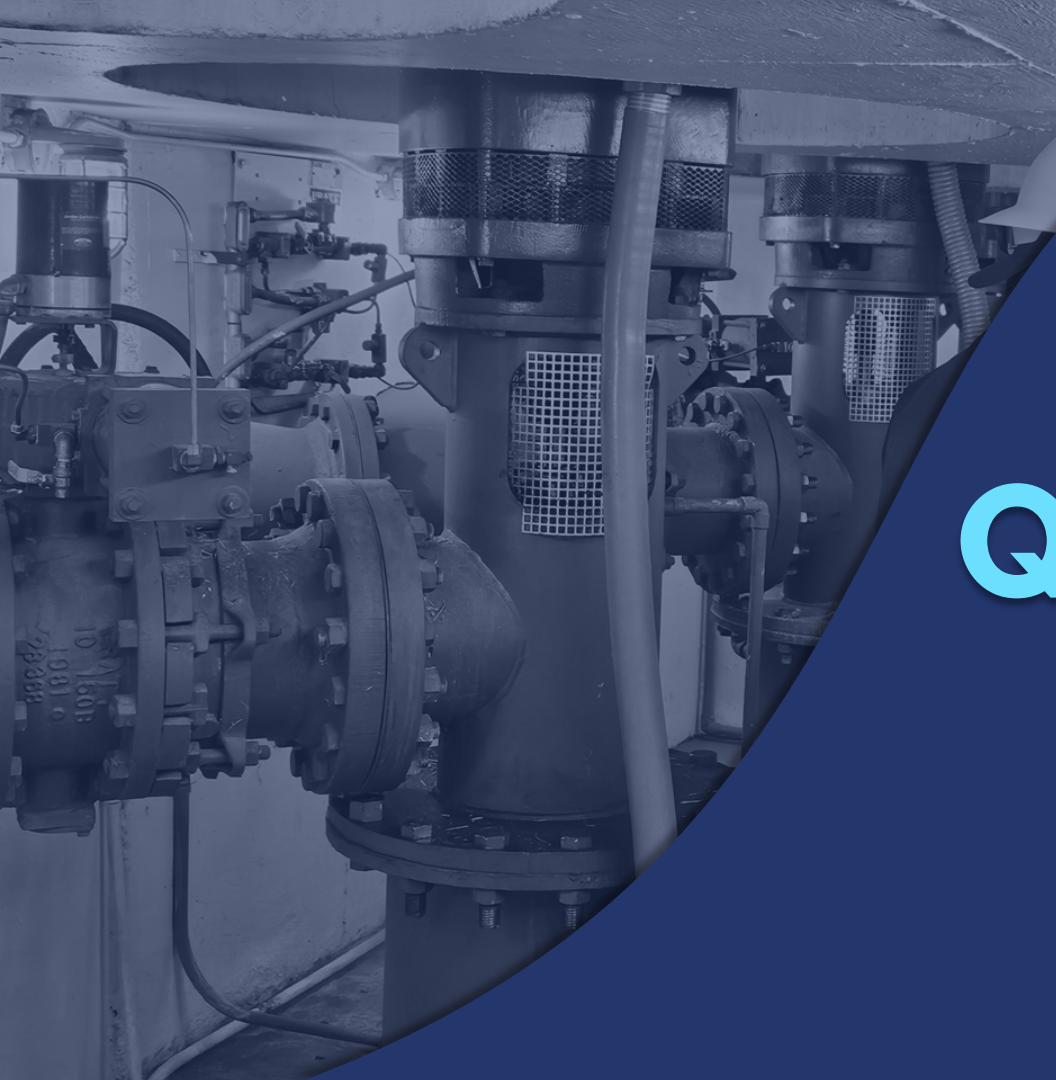
# Budget Summary

# FY 26/27 CIP PREVIEW

## SUMMARY (All Service Areas)

Capital Improvement Program Category	FY 26/27 Budget
Novato System	\$8,230,000
Recycled Water (Novato)	\$100,000
West Marin System	\$1,250,000
Oceana Marin System	\$65,000
Capital Improvement Program – Subtotal	\$9,645,000
Loans / Grants / Other Funding Sources	\$4,450,000
<b>Capital Improvement Program – Total*</b>	<b>\$5,195,000</b>

\*Studies & Special Projects (\$345,000) not included in CIP Total




# Questions?

8



## MEMORANDUM

To: Board of Directors

From: Tony Williams, General Manager 

Subject: 2026 Local and Regional Water Supply Conditions  
T:\GM\Water Conservation\Water Supply\2026 Update\5-5-26 BOD Memo Water Supply.docx

May 5, 2026

**RECOMMENDED ACTION:** Informational Only

**FINANCIAL IMPACT:** None at this time

### Overview

The North Marin Water District relies on three distinct sources of water supply for its two drinking water enterprises, Novato Water Service and the West Marin Water Service. The Novato Water Service relies on imported Russian River water purchased from Sonoma Water for approximately 80% of the total demand and the remainder from Stafford Lake, the only local supply. The West Marin Water Service relies on groundwater sources within the Lagunitas Creek watershed. This memorandum provides an overview of each supply source as well as the status of those supply sources as of the mid-way point of the 2026 Water Year (WY)<sup>1</sup>. The following table provides the water supply storage volumes in both acre-feet (AF) and million gallons (MG), and rainfall conditions (inches of rain) as of late April 2026:

### **Water Supply Status (April 2026)**

Source Water/Location	Current Conditions	Status
Russian River – Lake Mendocino	84,523 AF (27,542 MG)	80% (FIRO pool)
Russian River – Lake Sonoma	263,53 AF (85,912 MG)	99.9% full (FIRO deviation)
Novato Creek – Stafford Lake	4,252 AF (1,386 MG)	99% full
Novato Rainfall	24.03 inches*	88% of FY annual normal
Lagunitas Creek Rainfall	>28 inches**	“Normal Year”

\*NMWD data; as a comparison the Novato Center Road Tank Gage (38032) = 24.94” (since Oct 1); MMWD Kent gage = 39.4”.

### Russian River

The Russian River originates in central Mendocino County, approximately 15 miles north of Ukiah. The watershed drains 1,485 square miles including much of Sonoma and Mendocino counties, before reaching the Pacific Ocean 20 miles west of Santa Rosa. There are two major reservoirs that provide water supply for the Russian River watershed: Lake Mendocino on the East Fork of the Russian River; and Lake Sonoma on Dry Creek, one of five principal

<sup>1</sup> The water year is defined as the 12-month period from October 1 to September 30 of the following year. Water Year 2026 began on October 1, 2025 and will end on September 30, 2026.

tributaries. Lake Mendocino and Lake Sonoma are known as “dual-purpose reservoirs” in that they provide both flood protection and water supply storage. The flood control function of the reservoirs is managed by the U.S. Army Corps of Engineers (USACE) and USACE is the property owner of each reservoir, including the associated dam structures. Sonoma Water (SW) controls and coordinates water supply releases from Lake Mendocino and Lake Sonoma in accordance with its water rights permits and the requirements of State Water Resources Control Board’s Decision 1610. Lake Mendocino’s official reservoir operations<sup>2</sup> includes a Forecast Informed Reservoir Operations (FIRO) storage curve that allows maximization of water supply storage while maintaining a safe flood protection function. Since 2023, Lake Sonoma has been operated under a “planned deviation” from the normal reservoir operations that allows up to an additional 19,000 acre-feet of storage under FIRO principles. SW and USACE are working together to implement a 38,000 deviation beginning in October 2026.

Decision 1610 establishes minimum instream flow requirements for the mainstem Russian River and Dry Creek. SW makes releases to meet downstream demands from agricultural, commercial, and residential individual water uses and other public water systems and to maintain minimum instream flow requirements for beneficial uses, including recreation and fish habitat. The releases are made from both reservoirs, and SW’s water rights require certain instream flows in the upper River, lower River and in Dry Creek. The Upper Russian River is the stream reach from the confluence of the East Fork of the Russian River and West Fork of the Russian River to the Russian River’s confluence of Dry Creek. The Lower Russian River is the stream reach from the confluence of Dry Creek and the Russian River to the Pacific Ocean. The Russian River water that SW sells to its water contractors is not drawn directly from either reservoir but rather via six collector wells adjacent to the river downstream of the confluence of Dry Creek<sup>3</sup>. These collectors are known as the Mirabel & Wohler Collectors.

Under Decision 1610 and subsequent temporary changes approved by SWRCB<sup>4</sup> temporal storage levels in Lake Mendocino dictate “Normal”, “Dry”, and “Critical” water supply conditions in the Russian River. Depending on the supply condition established, certain instream flows are required which are achieved by releasing stored water in the reservoirs. Based on lessons-learned from prior drought conditions, the thresholds currently used at Lake Mendocino

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<sup>2</sup> USACE uses a “Water Control Manual (WCM)” for reservoir storage operations. In 2025 Lake Mendocino was the first reservoir in the nation where USACE officially updated the WCM to include FIRO.

<sup>3</sup> SW owns and operates other groundwater wells in addition to the Wohler-Mirabel collector wells.

<sup>4</sup> Temporary changes to water rights are requested by SW via a Temporary Urgency Change Petition (TUCP) and if approved, issued by the SWRCB as a Temporary Urgency Change Order (TUCO). SW has more information on recent and past TUCPs and TUCOs on their website: <https://www.sonomawater.org/tucp>

to determine “Dry” conditions are substantially different from those listed in Decision 1610 as depicted in the table below.

<b>Lake Mendocino Storage Thresholds for Dry and Critical Conditions (acre-feet)</b>				
Evaluation Date (index)	Decision-1610		Temporary Changes	
	Dry	Critical	Dry	Critical
Jan 1	8,000	4,000	68,400	42,000
Feb 1	39,200	20,000	68,400	49,000
Mar 1	65,700	45,000	68,400	57,000
Mar 16	-	-	77,000	67,000
Apr 1	114,500	50,000	86,000	73,000
Apr 16	-	-	91,000	74,000
May 1	145,600	70,000	93,000	75,000
May 16	-	-	94,000	76,000
Jun 1	160,000	75,000	94,000	76,000

As of April 16, the storage at Lake Mendocino was 84,036 acre-feet which is below the “Dry” condition threshold of 91,000 acre-feet under the approved temporary change as shown in the table above. Therefore, “Dry Water Supply” conditions were established for the Russian River by SW. This condition, in conjunction with the approved temporary changes, triggers a reduced instream flow requirement for both the upper river and lower river, as well as Dry Creek as shown in the following table:

<b>Instream Flow Requirements - Temporary Urgency Change Order</b>			
Location	Normal (cfs)	Dry (cfs)	Critical (cfs)
Upper River	185	75	25
Lower River	125	85	35
Dry Creek	<i>Varies 75-105</i>	25	<i>Varies 25-75</i>

flow values are shown in cubic feet per second (cfs)

For comparison, under the index evaluation date of March 1, 2026, Lake Mendocino storage was 91,474 acre-feet, which exceeded the threshold of 68,400 acre-feet and maintained a Normal water supply condition. For the 2026 Water Year, the Russian River has been designated a Normal water supply condition until the change to Dry based on the April 16<sup>th</sup> index. The Dry Water Supply condition and associated lower instream flow requirements will help leverage storage volumes in the reservoirs, especially in Lake Mendocino. In contrast to Lake Mendocino, Lake Sonoma had a storage volume of 262,988 acre-feet in late April, which was above the maximum water supply storage of 245,000 acre-feet and just slightly below the current

deviation storage of 264,000 acre-feet. Despite the lower-than-normal rainfall in Sonoma and Mendocino County, including a record dry March, the current storage level is almost equal to the past several years which were wet years.

The attached figure provides an overview of the Russian River system, including the various instream flow requirements required under the water rights that SW holds (Attachment 1). Attachment 2 provides recent and current (April 2026) storage levels for Lake Mendocino and Lake Sonoma.

### Stafford Lake

Stafford Lake has an operational storage capacity of approximately 3,100 AF (1,010 MG) and a total capacity of approximately 4,400 acre-feet (1,434 MG). Approximately 390 MG is reserved for emergencies year-to-year. Unlike the two Russian River reservoirs, Stafford is a single purpose reservoir for water supply only. However, since 1985 when the District completed a dam raising and a new spillway project under a joint agreement with the Marin County Flood Control & Water Conservation District, the dam has provided some flood protection benefits to downstream Novato Creek. These inherent benefits were recently verified in a comprehensive hydrologic and hydraulic study of the upper Novato creek watershed<sup>5</sup>.

Regardless of the inherent flood protection benefits, Stafford Lake elevations are not managed through planned or schedule releases but rather through a passive “fill and spill” mode whereby the winter runoff from the watershed fills the lake until it overflows, if and when the water level reaches the spillway elevation. However, District staff do carefully monitor lake levels toward the end of the seasonal Stafford Treatment Plant production cycle and target a lake elevation of between 178 and 180 feet of elevation. At these elevations there is approximately 1210 AF (394 MG) and 1434 AF (467 MG) of total storage remaining in the lake. As a requirement of the District’s Novato Creek Water Rights, releases through the dam’s primary outlet (30-inch pipeline) are required between May 1 and October 30<sup>6</sup> for fish habitat, known as “fish flows.” The total volume released during this period is approximately 150 acre-feet (48 MG).

As of late April, Stafford Lake was full and the Stafford Treatment Plant began producing water in the week of April 20<sup>th</sup> in accordance with normal District protocols. Despite the abnormally dry March, 2026 lake levels were very similar to prior wetter years as shown in the table below:

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<sup>5</sup> See Stafford Lake and Novato Creek Hydrologic and Hydraulic Analysis, June 2025, ESA: [https://nmwd.com/wp-content/uploads/2025/07/FINAL-June2025\\_ESA\\_StaffordLake\\_Hydrology-Hydraulics\\_Report\\_clean.pdf](https://nmwd.com/wp-content/uploads/2025/07/FINAL-June2025_ESA_StaffordLake_Hydrology-Hydraulics_Report_clean.pdf)

<sup>6</sup> If as of May 1 of any year, the volume of water in Stafford Lak is below 1,800 acre-feet, then no release are required.

<b>Stafford Lake Storage Elevations (last 5 years)</b>			
Year (calendar)	February 15	March 15	April 15
2022	191.17	191.30	191.37
2023	196.06	198.05	196.38
2024	196.62	196.88	197.32
2025	197.25	196.75	195.80
2026	194.97	195.85	195.81

For values greater than 196 feet, the dam was spilling

As a reminder there is information regarding Stafford Lake and Dam on the District's website: <https://nmwd.com/your-water/stafford-dam/>

### Lagunitas Creek Wells

The West Marin Water Service is completely independent of the Novato Water Service and relies solely on groundwater sources within the Lagunitas Creek watershed. Specifically, the primary water sources are the Coast Guard and Gallagher wells. Marin Municipal Water District (Marin Water) owns and operates two major reservoirs upstream of the District wells, Nicasio Reservoir and Kent Lake. Like Decision 1610, the SWRCB issued an order in 1995 (Order WR 95-17) that requires instream flow conditions that are mostly achieved from releases from Marin Water's reservoirs. Order WR 95-17 also defines "Normal" and "Dry" classifications based on rainfall conditions in the watershed as of April 1<sup>st</sup> of any given year. A Normal year classification exists when total precipitation on April 1 (as measured back to October 1<sup>st</sup> of the prior year, the Water Year) is greater than 28 inches, and a Dry classification exists if the precipitation is less than 28 inches. The rainfall data used for the classifications is measured by Marin Water at their Kent Lake rain gage.

Marin Water's Water Rights under various permits require a minimum flow of 6 to 8 cubic feet per second (cfs) in Lagunitas Creek at the USGS gage located at Samuel P. Taylor State Park (Park Gage) under all water supply conditions. Throughout the year, Order WR 95-17 requires minimum instream flows at the Park Gage location, as shown in the table below. These flows are primarily based on aquatic habitat criteria.

<b>Lagunitas Creek Minimum Instream Flow Requirements (cfs)</b>		
Calendar Period (any given year)	Minimum Flow at Park Gage	
	Normal Year	Dry Year
November 1st or 15th through December 31	20	20
January 1st to March 15th	25	20

<b>Lagunitas Creek Minimum Instream Flow Requirements (cfs)</b>		
Calendar Period (any given year)	Minimum Flow at Park Gage	
	Normal Year	Dry Year
March 15th to March 31st	20	20
April 1 <sup>st</sup> through April 30th	16	14
May 1st through June 15th	12	10
June 16th through November 1st or 15th	8	6

The current classification in Lagunitas Creek is “Normal” since the measured rainfall at the Kent gage was 39.4 inches<sup>7</sup>. Current flow conditions in the creek are higher than the minimum requirement under Order WR 95-17 and are generally above historical averages for this time of the year as shown in Attachment 3.

Annual Water Supply and Demand Assessment

The Annual Water Supply and Demand Assessment (AWSDA) is required by the California Water Code and aligns with the District’s Urban Water Management Plan (UWMP) and the associated Water Shortage Contingency Plan (WSCP). The following table provides the specific actions and associated timelines for each year’s AWSDA. The status of this year’s assessment as of May 1st is provide in the last column of the table.

<b>Annual Assessment Procedures Decision-Making Timeline</b>			
Decision-Making Step	Start Date	End Date	Completed
Determining water supplies by source for the current year	December	January	<b>1/13/26</b>
Calculating the water supply reliability using spreadsheet, computer model, or other method	March	April	<b>4/22/26</b>
Determining shortages and response actions	April	May	<b>None as of 4/22/26</b>
Preparing and presenting preliminary report to District Board	February	May	<b>5/5/26</b>
Updating assessment based on final water supplies	April	May	Update June 1
Using WSCP to activate the appropriate protocols	April	May	<b>N/A</b>
Obtain Draft Annual Assessment from SCWA; Provide Comments on SCWA Draft Assessment; Incorporate the SCWA’s draft Annual Assessment to the District’s Annual	April	April	<b>4/22/26</b>

<sup>7</sup> April 22<sup>nd</sup> personal communications with Lucy Croy, MMWD.

<b>Annual Assessment Procedures Decision-Making Timeline</b>			
Decision-Making Step	Start Date	End Date	Completed
Assessment			
Preparing annual water shortage assessment report	April	May	<b>Drafted 4/21/26</b>
Preparing decision-making documents for approval	April	May	
Obtain Final Annual Assessment from SCWA and update the District's assessment	May	June	
Implementing WSCP actions as approved	May	June	
Sending final annual water shortage assessment report to the State	June	No later than July 1 <sup>st</sup> of each year	

As detailed in the 2022 District's WSCP<sup>8</sup>, key staff of the Engineering and Operations Departments, the Water Conservation & Communications Manager, Auditor-Controller and the General Manager are holding a series of meetings to evaluate the available data and criteria to make a comprehensive assessment. The assessment includes review of SW's water supply; Stafford supply conditions; and state regulatory conditions. The assessment process also includes meeting with other SW water contractors and coordination with SW key staff, including periodic briefings and updates on supply conditions. Based on the assessments performed to date, no water shortage response measures or actions are warranted. Staff will continue to review local and regional water supply conditions and report back to the Board if new actions are recommended.

Staff has prepared a short presentation to provide an overview of the current local and regional water supply conditions (Attachment 4).

Alignment with Strategic Plan

Goal 3: Ensure a Resilient Water Supply; Action 3.4 Implement drought contingency and water redundancy strategies.

This report and the staff actions summarized in the Annual Assessment Procedures Decision-Making Timeline table above supports this strategic action. As part of the 2025 UWMP and companion WSCP updates, an annual assessment process, using the current one as a basis, will be refined and included for staff to implement each year.

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<sup>8</sup> A 2025 update is being prepared that has similar procedures for the AWSDA.

BOD Memo Water Supply Conditions

May 5, 2026

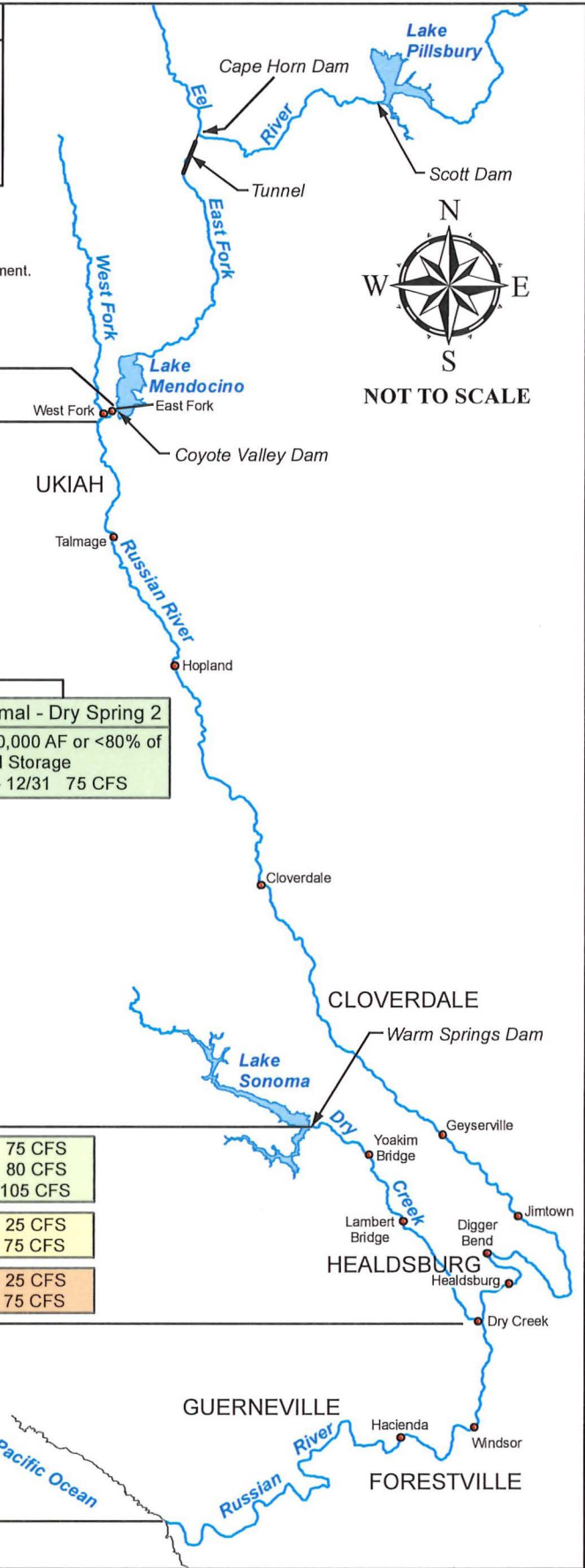
Page 8 of 8

ATTACHMENTS:

1. Russian River basin Streamflow Requirements
2. Water Supply Storage Graphs for Lake Mendocino and Lake Sonoma
3. Lagunitas Creek Flows at USGS Samuel P Taylor Park Gage
4. Water Supply Conditions Presentation

Cumulative inflow to Lake Pillsbury (acre-feet) from Oct 1 through						
	1/1	2/1	3/1	4/1	5/1	6/1
NORMAL	≥8,000	≥39,200	≥65,700	≥114,500	≥145,600	≥160,000
DRY	<8,000	<39,200	<65,700	<114,500	<145,600	<160,000
CRITICAL	<4,000	<20,000	<45,000	<50,000	<70,000	<75,000

Water Supply Conditions Prevailing on 6/1 Apply Through 12/31



**LEGEND**

- All flows are minimums, expressed in cubic feet per second.
- \* - Unless Lake Sonoma elevation is below 292.0, or if prohibited by the United States Government.
- AF - Acre-Feet
- - USGS Stream Gage Compliance Points

East Fork	Coyote Dam	<b>ALWAYS</b>	East Fork Russian River	25 CFS
	Mouth of East Fork Russian River		Coyote Dam to Russian River	25 CFS

Russian River	<b>NORMAL</b>	1/1 - 3/31 150 CFS 4/1 - 5/31 185 CFS
		If Combined Storage in Lake Pillsbury and Lake Mendocino on May 31 is
	<b>Normal</b>	150,000 AF or >90% of Total Storage 6/1 - 8/31 185 CFS 9/1 - 12/31 150 CFS
	<b>Normal - Dry Spring 1</b>	130,000 - 150,000 AF or 80-90% of Total Storage whichever is less 6/1 - 12/31 150 CFS
		<b>Normal - Dry Spring 2</b>
		<130,000 AF or <80% of Total Storage 6/1 - 12/31 75 CFS
		If Lake Mendocino <30,000 AF Storage 10/1 - 12/31 75 CFS

<b>DRY</b>	75 CFS
<b>CRITICAL</b>	25 CFS

Dry Creek	<b>NORMAL</b>	1/1 - 4/30 75 CFS 5/1 - 10/31 80 CFS 11/1 - 12/31 105 CFS
	<b>DRY</b>	4/1 - 10/31 25 CFS 11/1 - 3/31 75 CFS
	<b>CRITICAL</b>	4/1 - 10/31 25 CFS 11/1 - 3/31 75 CFS

Russian River	<b>NORMAL</b>	125 CFS *
	<b>DRY</b>	85 CFS *
	<b>CRITICAL</b>	35 CFS *

N:\FILES\SERVER\DATA\wpr\basin\basin\USGS-Gage-Streamflow\mxd April 4, 2011

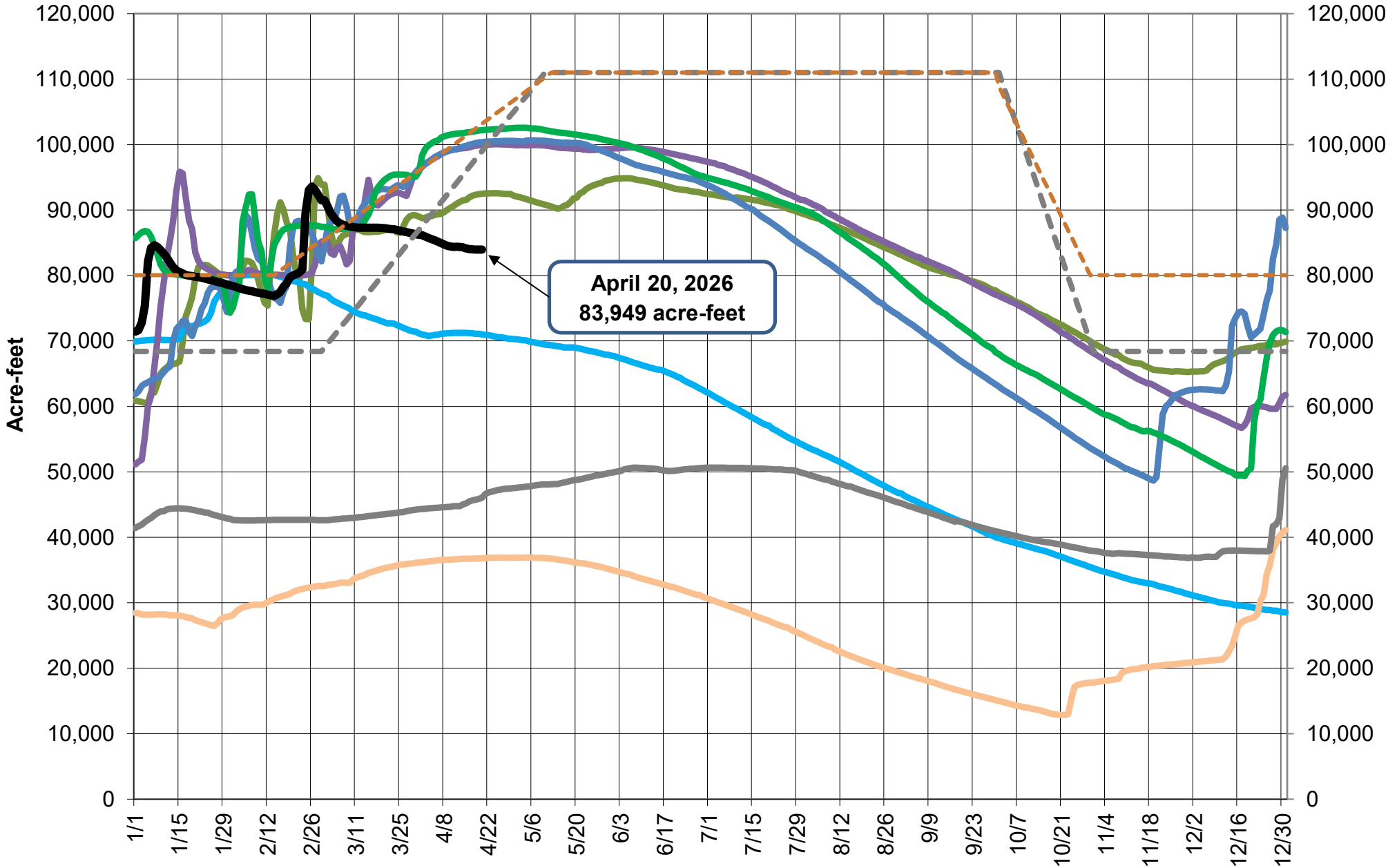


## Russian River Basin Streamflow Requirements

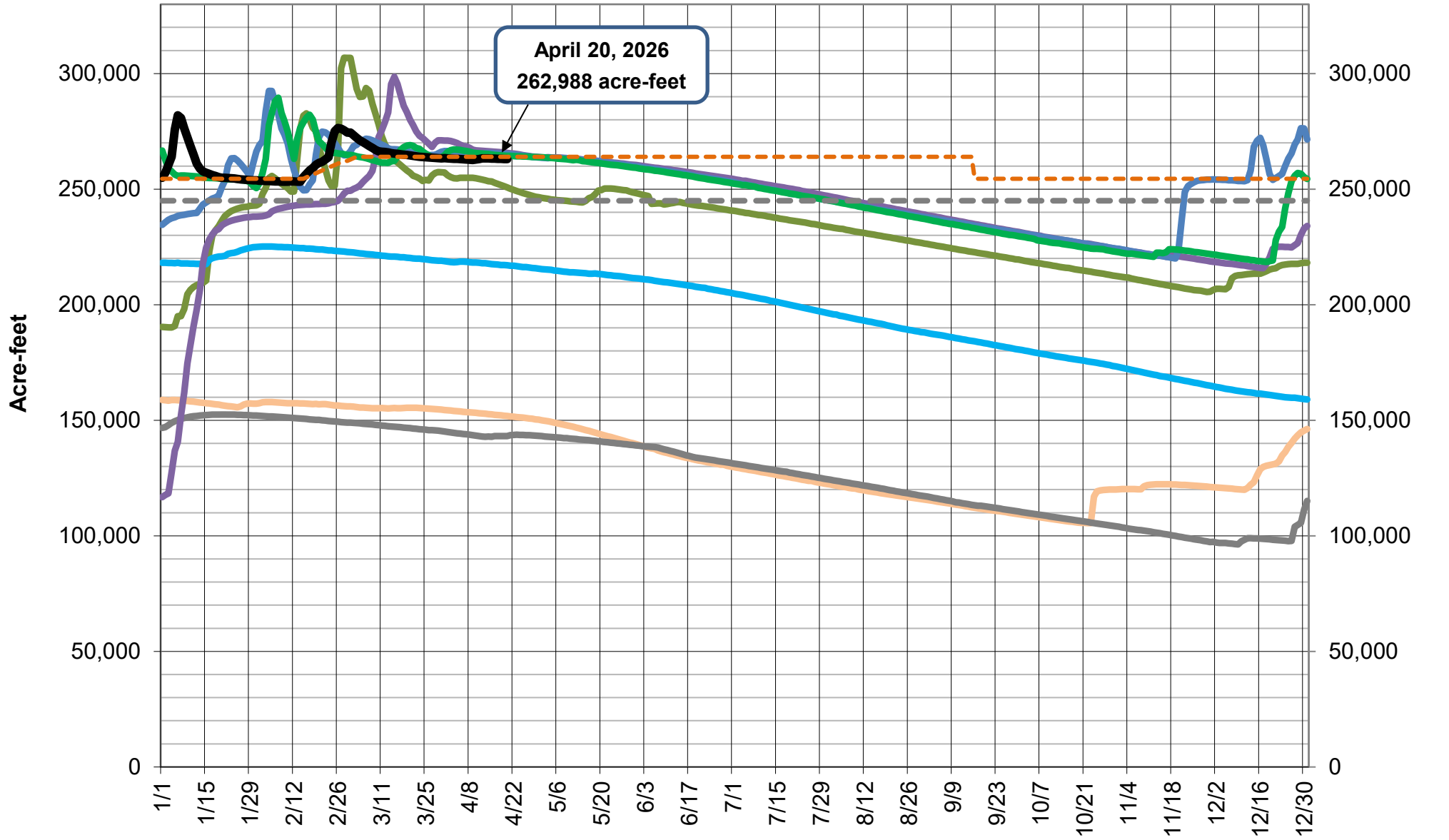
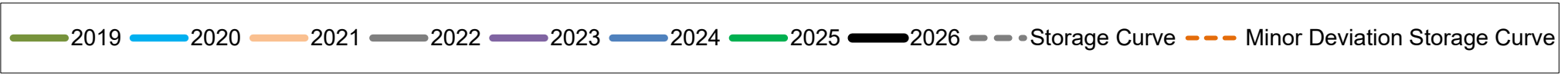
Per State Water Resources Control Board Decision 1610, April 1986

Figure 1

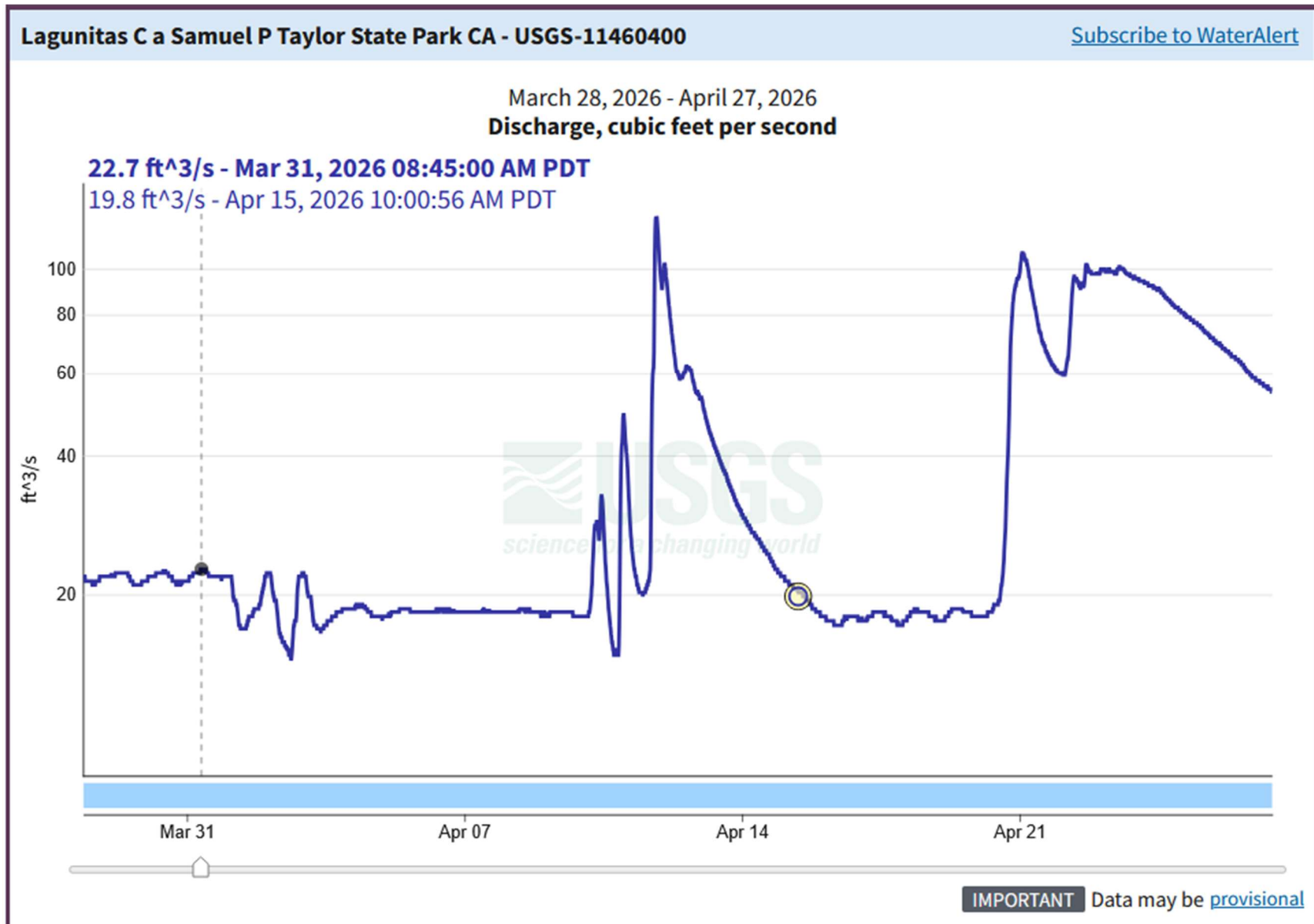
# Lake Mendocino Storage



# Lake Sonoma Storage



### Lagunitas Creek – Flow Conditions April 2026



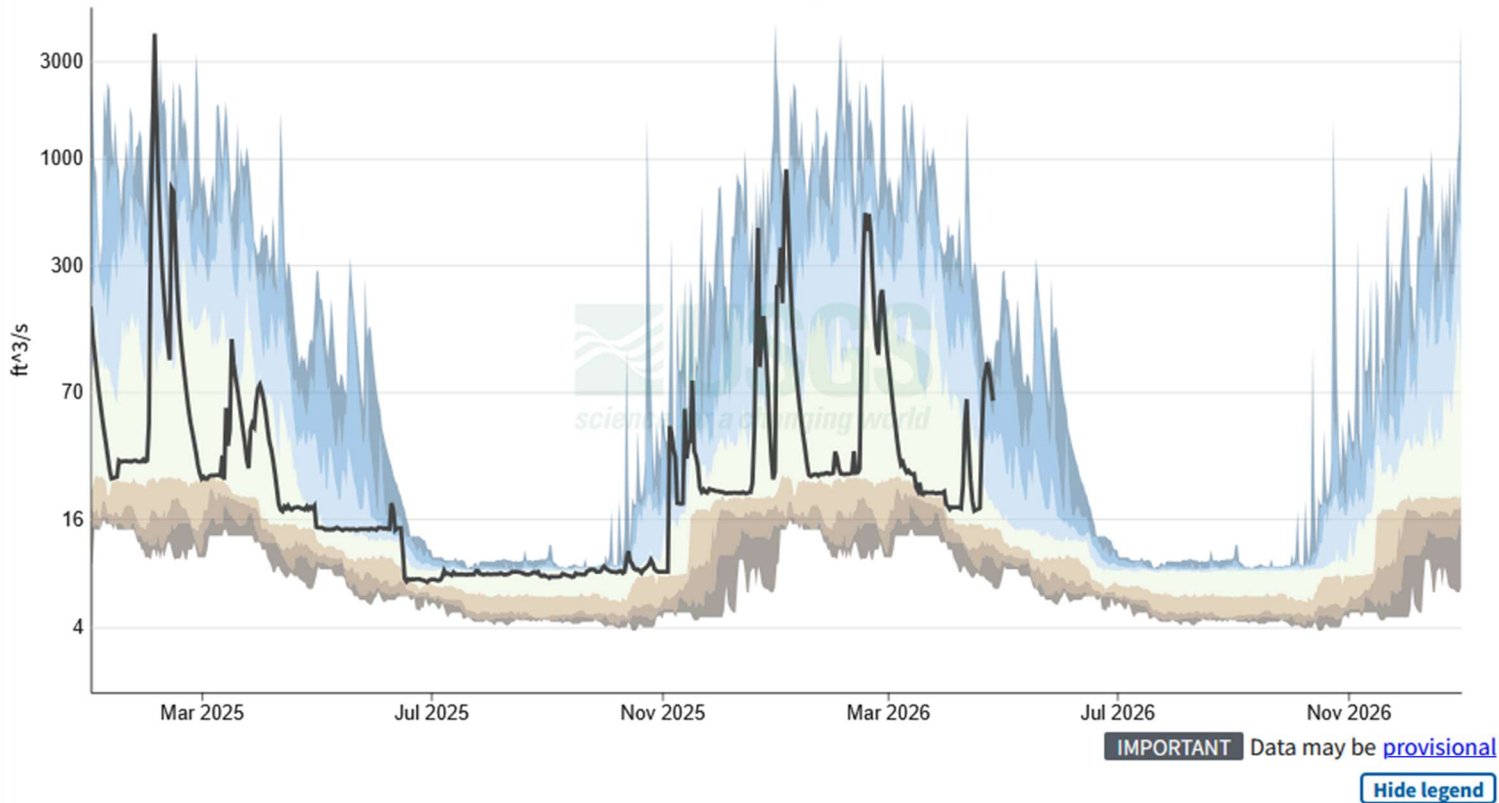
## Historical Comparison

[View Monitoring location page](#)

Lagunitas C a Samuel P Taylor State Park CA - USGS-11460400

January 1, 2025 - December 31, 2026

Discharge, cubic feet per second



— Daily average (mean) for Discharge, cubic feet per second

Percentile ranges for daily averages (means) for each day of a year (with comparison to normal)

0-5 Extremely below	5-10 Much below	10-25 Below normal	25-75 Normal	75-90 Above normal	90-95 Much above	95-100 Extremely above
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Data beginning in 1982

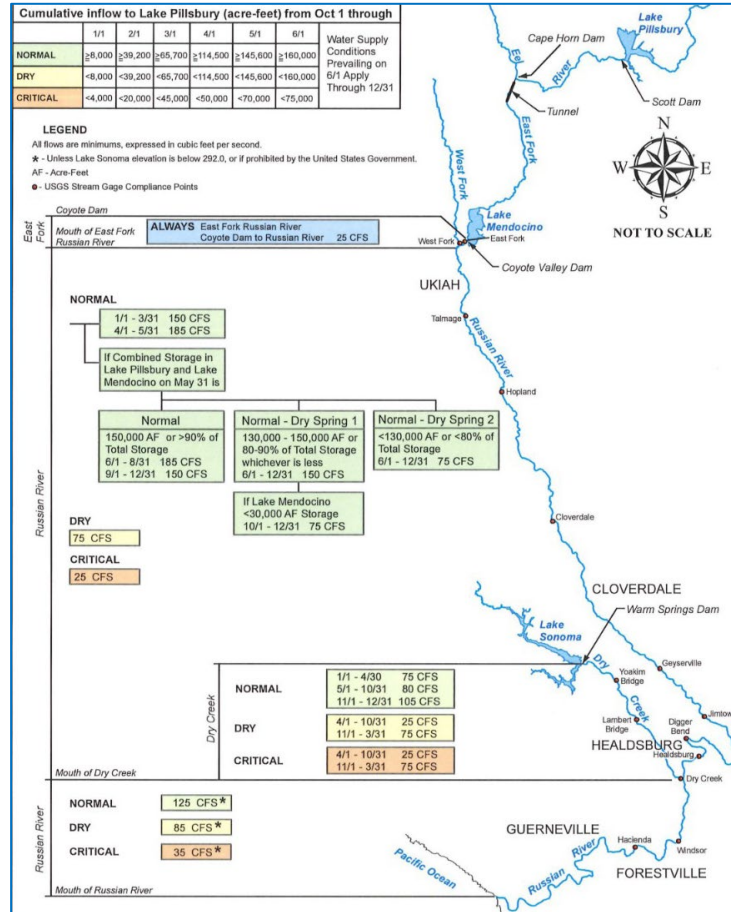
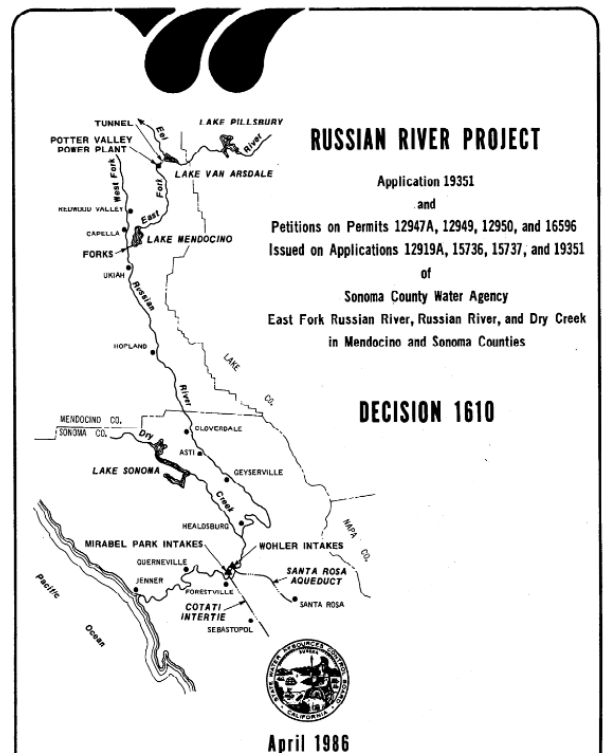


**NORTH MARIN  
WATER DISTRICT**

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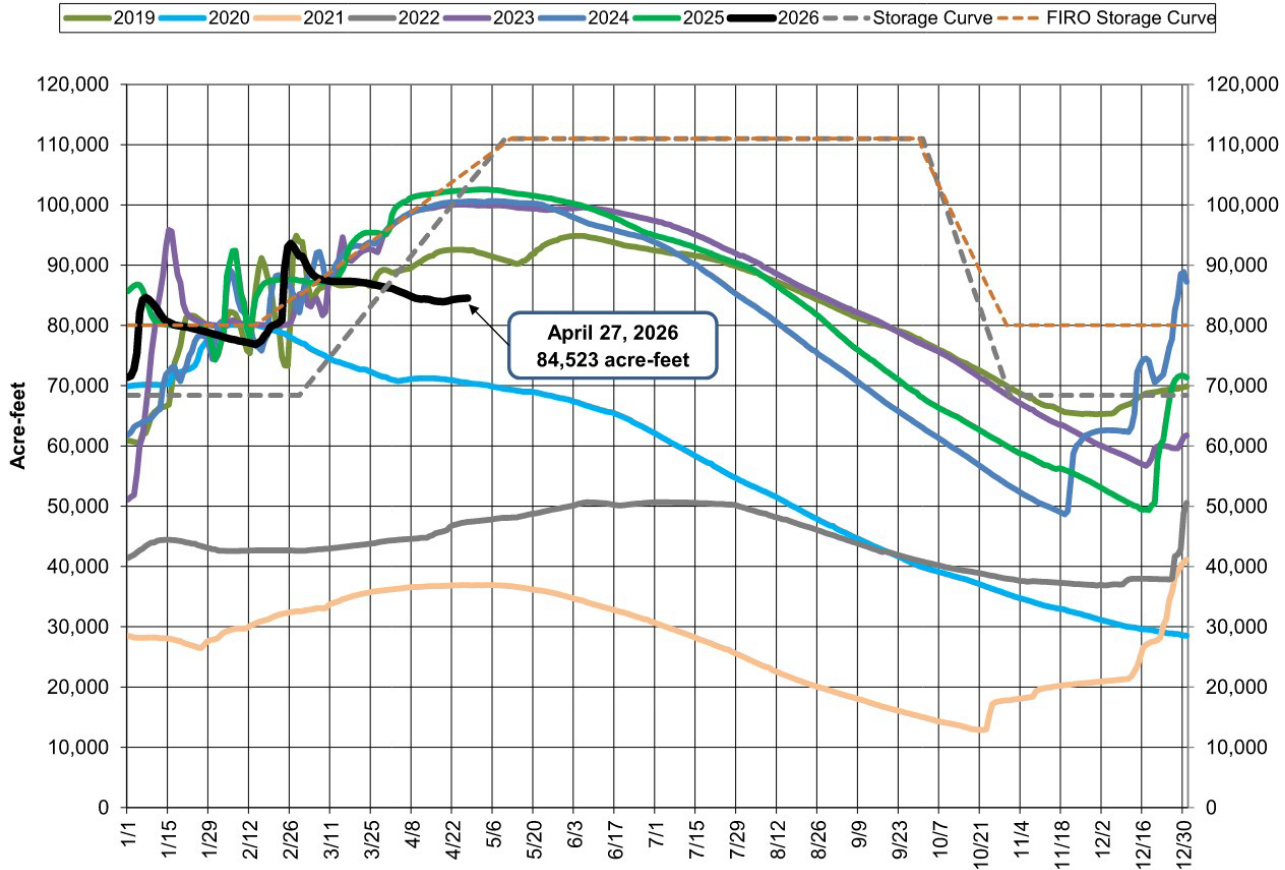
2026 Water Supply Conditions  
May 5, 2026 BOD Meeting

# Russian River



# Russian River

## Lake Mendocino Storage



# Russian River – Lake Mendocino

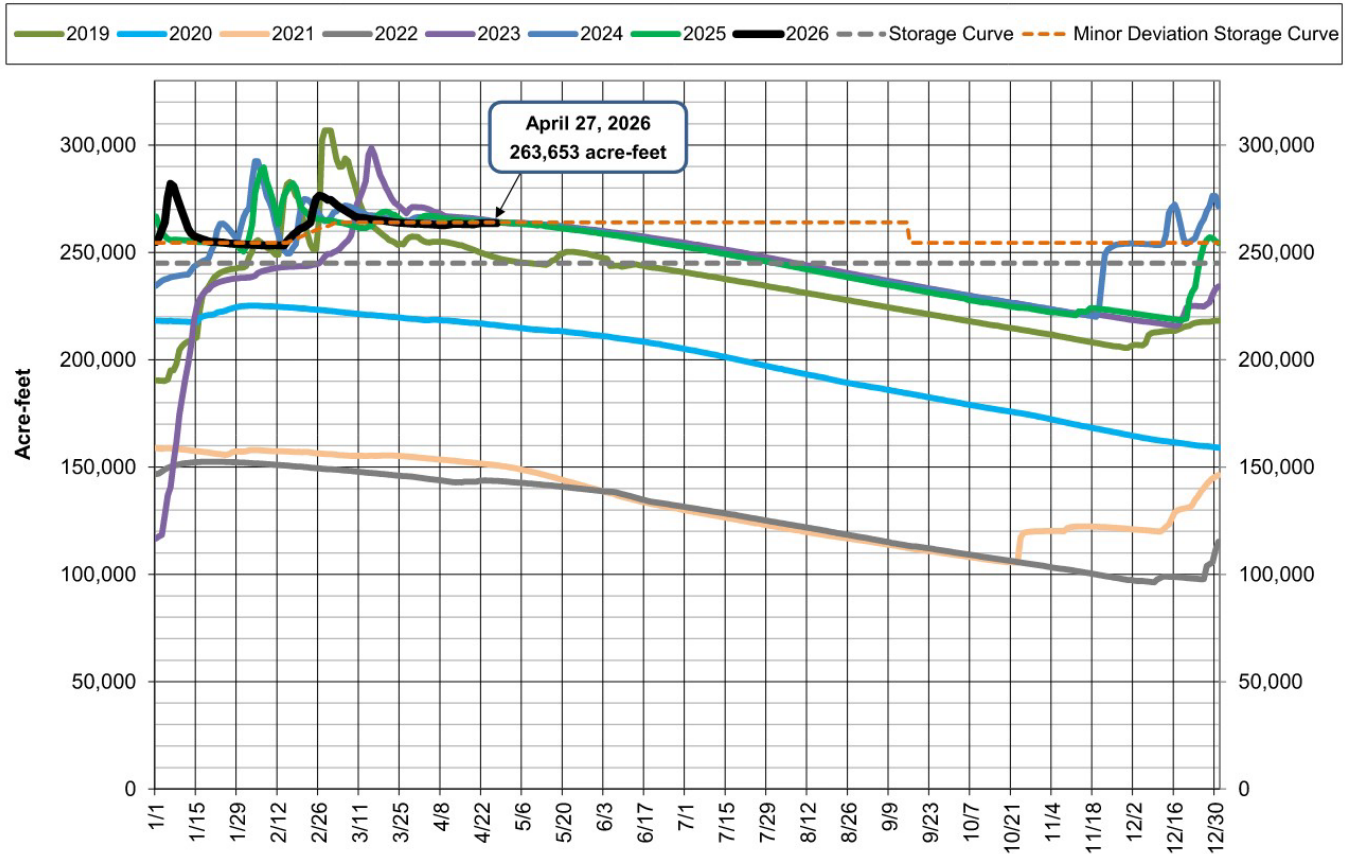
**Lake Mendocino Storage Thresholds for Dry and Critical Conditions (acre-feet)**

Evaluation Date (index)	Decision-1610		Temporary Changes	
	Dry	Critical	Dry	Critical
Jan 1	8,000	4,000	68,400	42,000
Feb 1	39,200	20,000	68,400	49,000
Mar 1	65,700	45,000	68,400	57,000
Mar 16	-	-	77,000	67,000
Apr 1	114,500	50,000	86,000	73,000
Apr 16	-	84,036	91,000	74,000
May 1	145,600	70,000	93,000	75,000
May 16	-	-	94,000	76,000
Jun 1	160,000	75,000	94,000	76,000



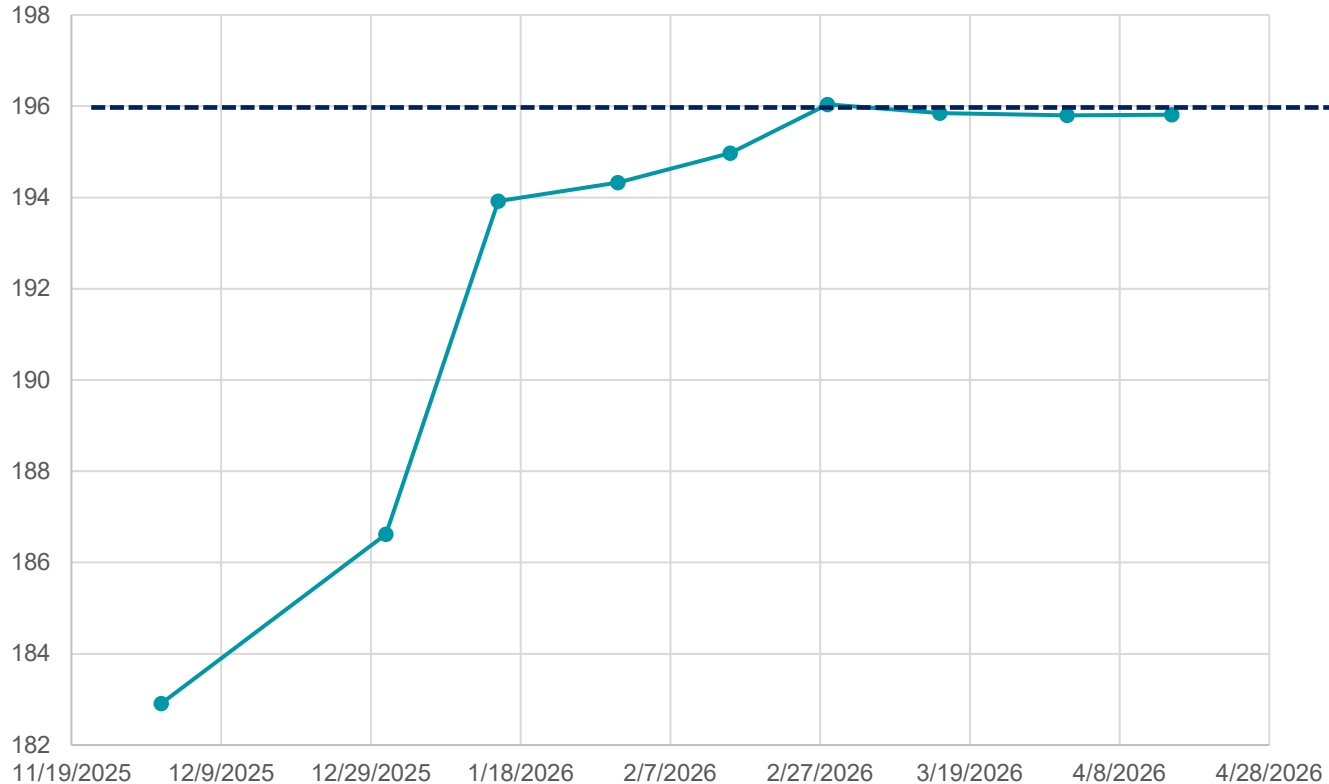
# Russian River

## Lake Sonoma Storage



# Stafford Lake

Stafford Lake Levels Level

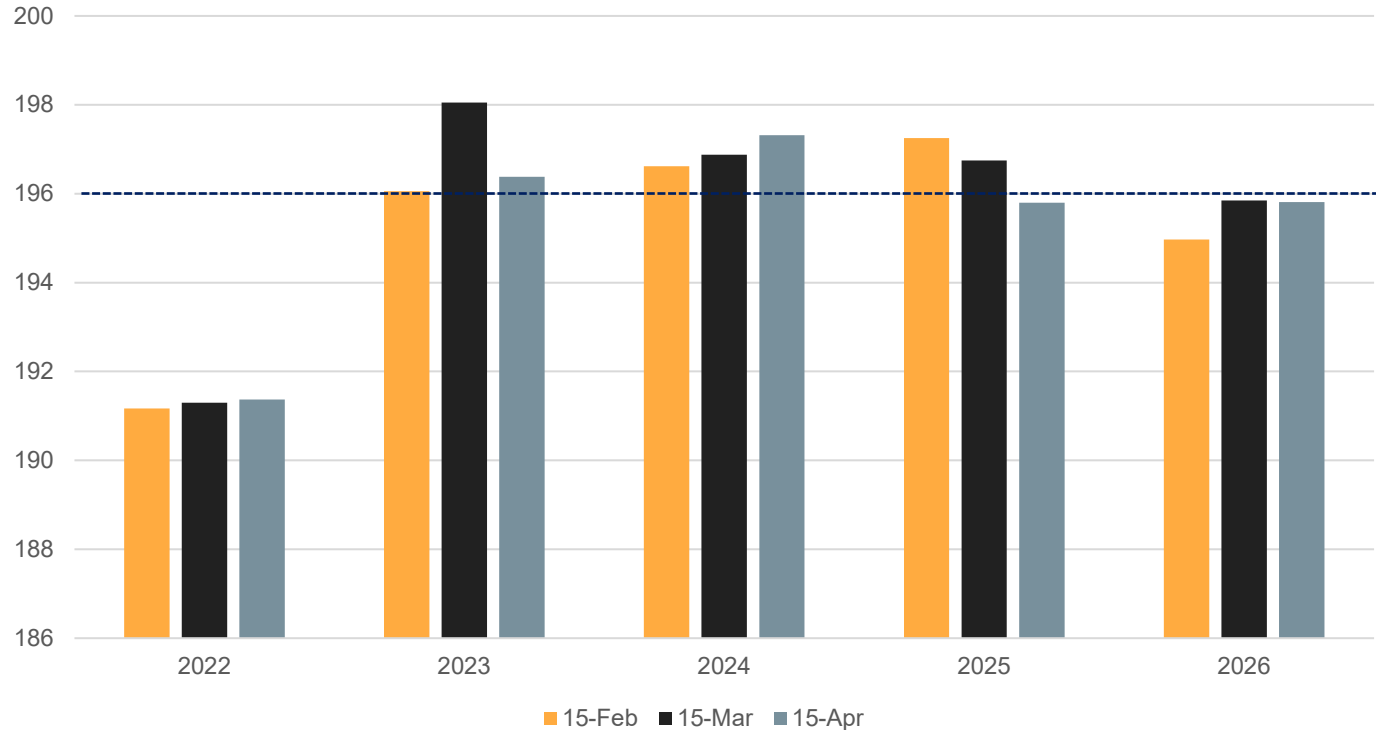


SPILLWAY  
ELEVATION



# Stafford Lake

Stafford Lake Elevations



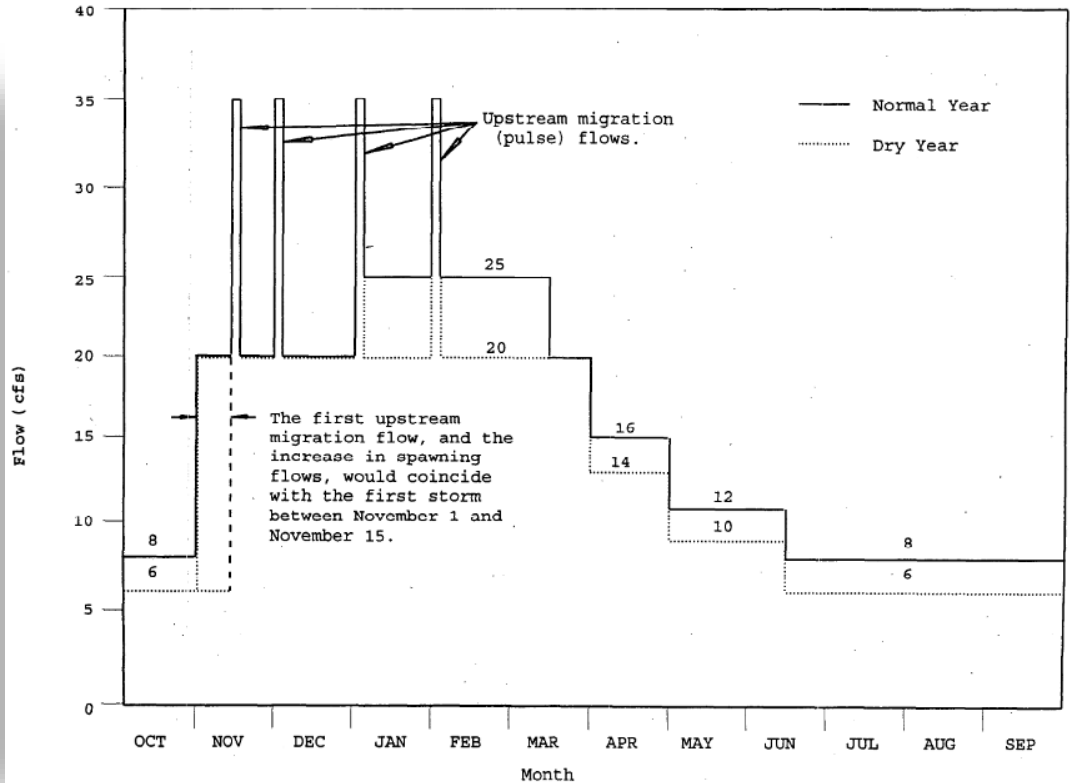
# Lagunitas Creek

ORDER: WR 95-17

## LAGUNITAS CREEK

Order Amending Water Rights and Requiring Changes in Water Diversion Practices to Protect Fishing Resources and to Prevent Unauthorized Diversion and Use of Water

October 26, 1995



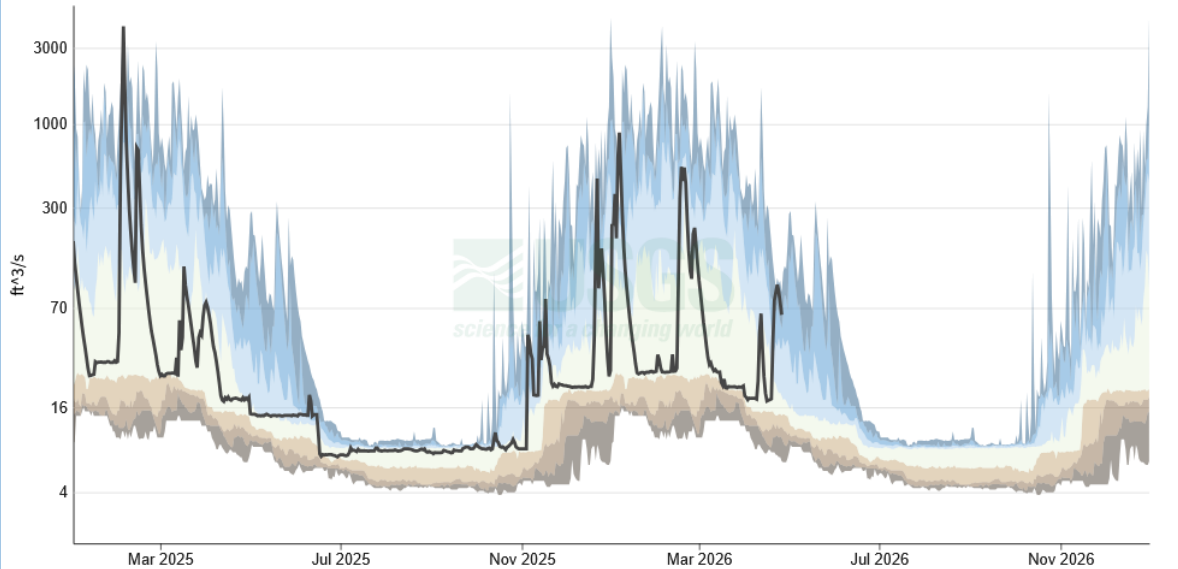
# Lagunitas Creek

[View Monitoring location page](#)

Lagunitas C a Samuel P Taylor State Park CA - USGS-11460400

January 1, 2025 - December 31, 2026

Discharge, cubic feet per second



**IMPORTANT** Data may be [provisional](#)

[Hide legend](#)

— Daily average (mean) for Discharge, cubic feet per second

Percentile ranges for daily averages (means) for each day of a year (with comparison to normal)

0-5 Extremely below	5-10 Much below	10-25 Below normal	25-75 Normal	75-90 Above normal	90-95 Much above	95-100 Extremely above
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NORTH MARIN  
WATER DISTRICT

Questions?

9

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



**WATER ADVISORY COMMITTEE  
AND  
TECHNICAL ADVISORY COMMITTEE**

**MONDAY: MAY 4, 2026**

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

**9:00 a.m. Utilities Field Operations Training Center, 35 Stony Point Road, Santa Rosa, CA**

*This is a combined WAC and TAC meeting.*

1. Check In
2. Public Comment
3. Brenda Adelman Proclamation
4. Recap from the April 6, 2026 WAC/TAC Meeting and Approval of Minutes
5. Water Supply Coordination Council – April 20, 2026
6. Water Supply Conditions and Temporary Urgency Change Order
7. Sonoma Marin Saving Water Partnership (**TAC**)
  - a. 2026 Water Production Relative to 2013 Benchmark
  - b. Water Use Efficiency Outreach Messaging
8. Sonoma Water Operations Update
9. Biological Opinion Status Update
10. Eel Russian Project Authority and Potter Valley Project Update
11. Business Services and External Affairs Division Update
12. Integrated Regional Water Management Plan(s) Update
13. Items for Next Agenda (next combined WAC/TAC meeting is August 3, 2026)
14. Check Out

10

**DISBURSEMENTS - DATED APRIL 23, 2026**

Date Prepared 4/20/26

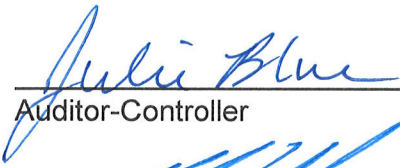
The following demands made against the District are listed for approval and authorization for payment in accordance with Section 31302 of the California Water Code, being a part of the California Water District Law:

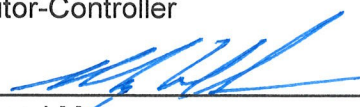
Seq	Payable To	For	Amount
EFT*	US Bank	February Bank Analysis Charge (Lockbox \$1,643 & Other \$489 Less Interest \$89)	\$2,043.24
91027*	Amazon	Kitchen Supplies, Office Supplies, Computer Supplies, Safety Supplies (\$466), Concrete Mixing Mats (\$225), Automotive Supplies (\$1,872) ('19 F550, '26 F250, Spare), & Maintenance Tools	2,890.10
91028*	US Bank Card	Microsoft Monthly Subscriptions, Internet PRTP & Gallagher Well #2 (\$325), Zoom Subscription, Starlink Internet (\$502), GFOA-Webinars (\$210), AWWA Training Tool Kit, Fastrak Replenish, "Sidewalk Closed" Signs (4) (\$240), Water Bottles (6) (\$328), Soc for Human Resources Membership (\$299), HR Training, Electrical Receptable (\$449), AWWA Leak Webinar & Temp Screw Grounds (2) (\$344)	2,993.33
1	Accent On Languages	Translation Services for Shut-Off Policy	1,292.16
2	Automation Direct	Power Cable (50')	142.03
3	Tania Balazs Jacard	Refund of Deposit for New Development - West Marin	1,000.00
4	Bank of Marin	Bank of Marin Loan (Pyemt 174 of 240) Aqueduct Energy Efficiency Project	46,066.67
5	Bold & Polisner	March Legal Fees	8,975.00
6	California Water Service	April Water Service	39.64
7	Cla-Val	2.5" Angle Valve (STP)	6,791.86
8	CSW/Stuber-Stroeh Engineering	Prog Pymt#11: San Mateo Tank Transmission Project (Balance Remaining on as needed Contract \$19,495)	1,950.00
9	Cummings Trucking	Rock Delivery (51 yds)	795.00

Seq	Payable To	For	Amount
10	D&H Water Systems, Inc.	Amperometric Titrator (\$9,873) & Spring Plunger Safety Valve (STP)	9,969.29
11	Diesel Direct West	Diesel (516 gal) & Gasoline (960 gal)	9,275.92
12	EKI Environment & Water, Inc.	Prog Pymt#3: 2025 Urban Water Management Plan (Balance Remaining on Contract \$39,929)	4,633.72
13	Vanessa Espinoza	Refund Overpayment on Open Account	1,061.99
14	GHD Inc.	Prog Pymt#32: GIS Conversion to ESRI & Mapping Support (Balance Remaining on Contract \$3,246)	928.27
15	Grainger	Check Valves (4) (\$881), Cam & Groove Coupling (\$375), Pressure Gauges (7) (\$182) & Miscellaneous Tools & Supplies	2,297.56
16	Home Depot Credit Services	Conduit Carrier & Wench Puller	149.41
17	Leete Generators	300 kw Generator (999 Rush Creek Place) Pymt 2 of 2	28,793.52
18	McLellan Co, WK	Concrete Services	1,613.70
19	Miller, Eric	Exp Reimb: Lodging (\$514), Mileage, Transportation, Food & Airfare (\$363) for AWWA Conference in San Diego 4/6-4/9/26	1,070.82
20	Natec International Inc	Asbestos Cement Pipe & Refresher Courses (Construction)	2,500.00
21	Pace Supply	Valves (4)	4,946.40
22	Lorrie Paddock	Novato Washer Rebate Program	75.00
23	Preferred Alliance, Inc.	Pre-Employment Test (1 Employee)	60.00
24	Pumping Efficiency Testing	Single Point Pump Tests (6)	2,400.00
25	SMART	Easement Access @ Golden Gate Crossing (4/1/26-3/31/27)	1,013.73
26	Soiland Co., Inc.	Rock (17 yds)	569.00
27	Sonoma County Water Agency	March Contract Water	795,827.43
28	State Water Resources Control	T2 Certification Renewal Fee (Lab)	60.00
29	SunBelt Supply Co.	Pneumatic Positioner (STP)	725.80

Seq	Payable To	For	Amount
30	Tamagno Green Products	Sludge Removal from STP (45 yds)	2,125.00
31	Underwater Resources Inc.	Underwater Repair Services on Stafford Lake Intake Tower Lift Gate	10,051.00
32	United Parcel Service	Delivery Services: Parts Sent Back to Manufacturer for Modifications (STP Tower Hose Replacement) & Returned Filter	630.19
33	USA BlueBook	Union Tees (10), Connection Fittings (10) & Union Fittings (10)	122.26
34	Van Bebber Bros	Square Tubes (2)	178.81
35	Elizabeth Van Lohuizen	Refund Overpayment on Closed Account	47.26
36	VertexOne Software LLC	March Service Fee	71.58
37	ZORO	Batteries (4) (\$407), Fuse Reducer & Steel Arbor Plates (2) (\$315)	753.95
		<b>TOTAL DISBURSEMENTS</b>	<b><u>\$956,930.64</u></b>

The foregoing payroll and accounts payable vouchers totaling \$956,930.64 are hereby approved and authorized for payment.


04/21/2026  
 \_\_\_\_\_  
 Auditor-Controller Date


4/21/2026  
 \_\_\_\_\_  
 General Manager Date

## DISBURSEMENTS - DATED APRIL 30, 2026

Date Prepared 4/27/26


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:

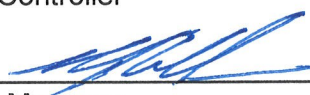
Seq	Payable To	For	Amount
P/R*	Employees	Net Payroll PPE 4/15/26	\$201,654.31
91031*	Internal Revenue Service	Federal & FICA Taxes PPE 4/15/26	93,358.90
91032*	State of California	State Taxes & SDI PPE 4/15/26	22,486.64
91033*	CalPERS	Pension Contribution PPE 4/15/26	60,927.83
91029*	Nationwide	Deferred Compensation-457 PPE 4/15/26	18,057.13
91030*	Nationwide	Deferred Compensation 4/15/26-401A Match	3,045.39
1	Judith K. Adison	Novato Cash for Grass Rebate Program	1,125.00
2	ADTS, Inc.	Random Testing (1 Employee)	69.50
3	Alameda Electrical Distributors Inc	Conduits, Parts & Materials (Dam Piezometer Automation Project)	2,307.82
4	Rosemary Allan	Refund Overpayment on Open Account	548.19
5	American Family Life Ins	AFLAC April 2026 Employee Paid Benefit	4,374.35
6	Automation Direct	Vac Filter (\$310) (STP) & Ethernet Communication Module (\$300)	609.62
7	Emil Bainhardt	Novato Toilet Rebate Program	100.00
8	Bearings & Hydraulics	Hydraulic Hoses for Valve Turning Truck (80') (\$775) & Service Parts ('26 F250)	825.05
9	Brady Industries	Safety Gloves (108)	454.87
10	Caltest Analytical Laboratory	Lab Testing (O.M.)	125.30
11	Core Utilities, Inc	March IT Support (\$6,000), SCADA & PLC Support (\$3,900), Ops/Maint. IT Support (\$1,300) & CORE Billing Support (\$260)	11,460.00
12	D&H Water Systems, Inc.	Valve Stems (3) (\$135), Inlet Screws (3) (\$191) & .75" Chlorine Injectors (5) (\$7,798) (STP)	8,123.77

Seq	Payable To	For	Amount
13	Carol Ema Drouillard	Refund Overpayment on Open Account	478.07
14	E & M	Diagnose Stuck Parameter (Lynwood Pump Station-VFD Upgrade)	2,000.00
15	Grainger	Safety Gloves (2,200) (\$491), Couplings (5) (\$248), Service Parts ('26 F250-\$590, '19 Ditch Witch-\$494) & Miscellaneous Tools & Supplies	2,463.07
16	HMS Software	TimeControl Annual Subscription Renewal	7,150.00
17	Kiosk Creative LLC	March Marketing Communication & Outreach Services (Balance Remaining on Contract \$41,020)	5,366.65
18	Lincoln Life Employer Serv	Deferred Compensation PPE 4/15/26	6,672.35
19	Mariners Landing/Gate Five Cushman & Wakefield	Refund-Not Our Account	931.17
20	County of Marin	Refund Overpayment on Open Account	3,166.24
21	Maselli & Sons	50' Cable (\$135), Clamps (8) & Shackles (6)	238.54
22	McMaster-Carr Supply Co	4' Low Carbon Steel Bar	156.60
23	MISCOWater	Rebuild Parts for STP Chemical Pumps	2,270.64
24	Mutual of Omaha	May 2026-Mutual of Omaha Group Life/ADD Life Insurance Premium & Vision Insurance	2,350.05
25	Nerviani's Backflow	Backflow Testing (50)	3,500.00
26	Novato Sanitary District	January (\$1,379) & February (\$1,571) 2026 RW Operating Expenses & Jan-March 2026-Treatment & Disposal from STP (\$425)	3,374.80
27	ODP Business Solutions, LLC	Miscellaneous Office Supplies	290.41
28	NMWD Petty Cash	Food for Safety Meetings, Training & Cash Increase	396.35
29	Redwood Health Services, Inc.	March 2026 RHS Dental Claims & May 2026 Fees Expense	7,874.60
30	Scott Technology Group	April Monthly Maintenance on Engineering & Admin Copiers	696.09
31	Solenis, LLC	Praestol (4,580 lbs) (STP)	11,674.73

Seq	Payable To	For	Amount
32	Spex CertiPrep LLC	Magnesium Standard (Lab)	71.01
33	Thomas Scientific	Nitrite Standard (Lab)	60.50
34	Vanguard Cleaning Systems	Janitorial Supplies	401.78
35	Water Works Engineers	Prog Pymt#9: Emergency Response Plan Update (Balance Remaining on Contract \$38,271)	3,389.48
36	Williamson, Matthew	Exp Reimb: T2 Certification Fee & Mailing Costs	98.95
37	Zenith Insurance Company	Workers Comp Insurance Premium (5/1/26-4/30/27)	166,764.00
38	ZORO	Screwdriver Set	58.31
		<b>TOTAL DISBURSEMENTS</b>	<b><u>\$661,548.06</u></b>

The foregoing payroll and accounts payable vouchers totaling \$661,548.06 are hereby approved and authorized for payment.


04/28/26  
 \_\_\_\_\_  
 Auditor-Controller Date


4/28/2026  
 \_\_\_\_\_  
 General Manager Date



MEMORANDUM

To: Board of Directors Date: May 5, 2026
From: Julie Blue, Auditor-Controller Nancy Williamson, Accounting Supervisor
Subject: Auditor-Controller's Monthly Report of Investments for March 2026

RECOMMENDED ACTION: Information

FINANCIAL IMPACT: None

At month end the District's Investment Portfolio had an amortized cost value (i.e., cash balance) of \$19,523,454 and a market value of \$19,523,237. During March the cash balance decreased by \$79,978. The market value of securities held decreased \$105,841 during the month. The total unrestricted cash balance at month end was \$654,789, 61% of the Target Reserves are funded and 87% of the Minimum Reserves are funded.

At March 31, 2026, 58% of the District's Portfolio was invested in California's Local Agency Investment Fund (LAIF), 30% in Time Certificates of Deposit, 6% in the Marin County Treasury, and 6% retained locally for operating purposes. The weighted average maturity of the portfolio was 112 days, compared to 112 days at the end of February. The LAIF interest rate for the month was 3.83%, compared to 3.87% the previous month. The weighted average Portfolio rate was 3.55%, compared to 3.65% for the prior month.

Investment Transactions for the month of March are listed below:

Table with 5 columns: Date, Description, Bank, Amount, and Transaction Details. Rows include transactions for LAIF, Pacific Premier, US Bank Investment Account, and Merrick Bank.

ATTACHMENTS:

- 1. Monthly Report of Investments – March 2026

**NORTH MARIN WATER DISTRICT  
AUDITOR-CONTROLLER'S MONTHLY REPORT OF INVESTMENTS  
March 31, 2026**

Type	Description	S&P Rating	Purchase Date	Maturity Date	Cost Basis <sup>1</sup>	3/31/2026 Market Value	Yield <sup>2</sup>	% of Portfolio
<b>LAIF</b>	State of CA Treasury	AA-	Various	Open	\$11,355,888	\$11,355,671	3.83% <sup>3</sup>	<b>58%</b>
<b>Time Certificate of Deposit</b>								
TCD	Valley National Bank	n/a	4/9/24	4/9/26	244,000	244,000	4.70%	1%
TCD	Wells Fargo Nat'l Bank	n/a	6/11/24	6/11/26	248,000	248,000	5.10%	1%
TCD	First Merchant Bank	n/a	6/28/24	6/29/26	244,000	244,000	4.80%	1%
TCD	BMW Bank NA	n/a	7/9/24	7/13/26	244,000	244,000	4.70%	1%
TCD	Israel Disc Bk Ny	n/a	9/13/24	9/14/26	245,000	245,000	4.00%	1%
TCD	Ally Bank Sandy Utah	n/a	10/3/24	9/28/26	245,000	245,000	3.80%	1%
TCD	Utah First Fec CR UN Salt Lake	n/a	10/18/24	10/19/26	249,000	249,000	4.00%	1%
TCD	American Express Nat'l Bank	n/a	11/7/24	11/6/26	245,000	245,000	4.00%	1%
TCD	Bank of Hapoalim NY	n/a	11/26/24	11/23/26	245,000	245,000	4.10%	1%
TCD	Dr Bank Darien	n/a	12/20/24	12/21/26	249,000	249,000	4.10%	1%
TCD	Goldman Sachs Bk USA	n/a	1/28/25	1/28/27	244,000	244,000	4.15%	1%
TCD	Oregon Community CU	n/a	2/24/25	2/24/27	249,000	249,000	4.30%	1%
TCD	Security First Bk	n/a	3/21/25	3/22/27	245,000	245,000	4.00%	1%
TCD	Toyota Fncl Svgs BK NV	n/a	4/10/25	4/12/27	245,000	245,000	4.00%	1%
TCD	Transportation Alliance Bk	n/a	5/12/25	5/12/27	249,000	249,000	3.95%	1%
TCD	B1 Bank Baton Rouge La	n/a	6/30/25	6/30/27	249,000	249,000	4.00%	1%
TCD	Bny Melon	n/a	8/13/25	8/13/27	245,000	245,000	3.80%	1%
TCD	Institution Svgs Newbury	n/a	10/28/25	10/28/27	249,000	249,000	3.60%	1%
TCD	Morgan Stanley Bk NA	n/a	11/12/25	11/12/27	245,000	245,000	3.65%	1%
TCD	Austin Telco	n/a	12/19/25	12/20/27	249,000	249,000	3.80%	1%
TCD	Morgan Stanley Private Bk NA	n/a	1/21/26	1/21/28	245,000	245,000	3.70%	1%
TCD	UBS Bank USA	n/a	2/25/26	2/25/28	249,000	249,000	3.80%	1%
TCD	Anderson Bros Bk	n/a	2/27/26	2/28/28	249,000	249,000	3.65%	1%
TCD	Merrick Bank	n/a	3/20/26	3/20/28	249,000	249,000	3.85%	1%
					<b>\$5,919,000</b>	<b>\$5,919,000</b>	<b>4.06%</b>	<b>30%</b>
MM	US Bank Mmda Global Fund		Various	Open	<b>\$70,472</b>	<b>\$70,472</b>	<b>4.11%</b>	<b>0%</b>
<b>Other</b>								
	Agency Marin Co Treasury	AAA	Various	Open	\$1,059,794	\$1,059,794	1.41%	6%
	Other Various	n/a	Various	Open	1,118,301	\$1,118,301	0.12%	6%
<b>TOTAL IN PORTFOLIO</b>					<b>\$19,523,454</b>	<b>\$19,523,237</b>	<b>3.55%</b>	<b>100%</b>

Weighted Average Maturity = **112 Days**

LAIF: State of California Local Agency Investment Fund.

TCD: Time Certificate of Deposit.

Treas: US Treasury Notes with maturity of 5 years or less.

Agency: STP State Revolving Fund Loan Reserve.

Other: Comprised of 5 accounts used for operating purposes. US Bank Operating Account, US Bank STP SRF Loan Account, US Bank FSA Payments Account, Bank of Marin AEEP Checking Account & NMWD Petty Cash Fund.

<sup>1</sup> Original cost less repayment of principal and amortization of premium or discount.

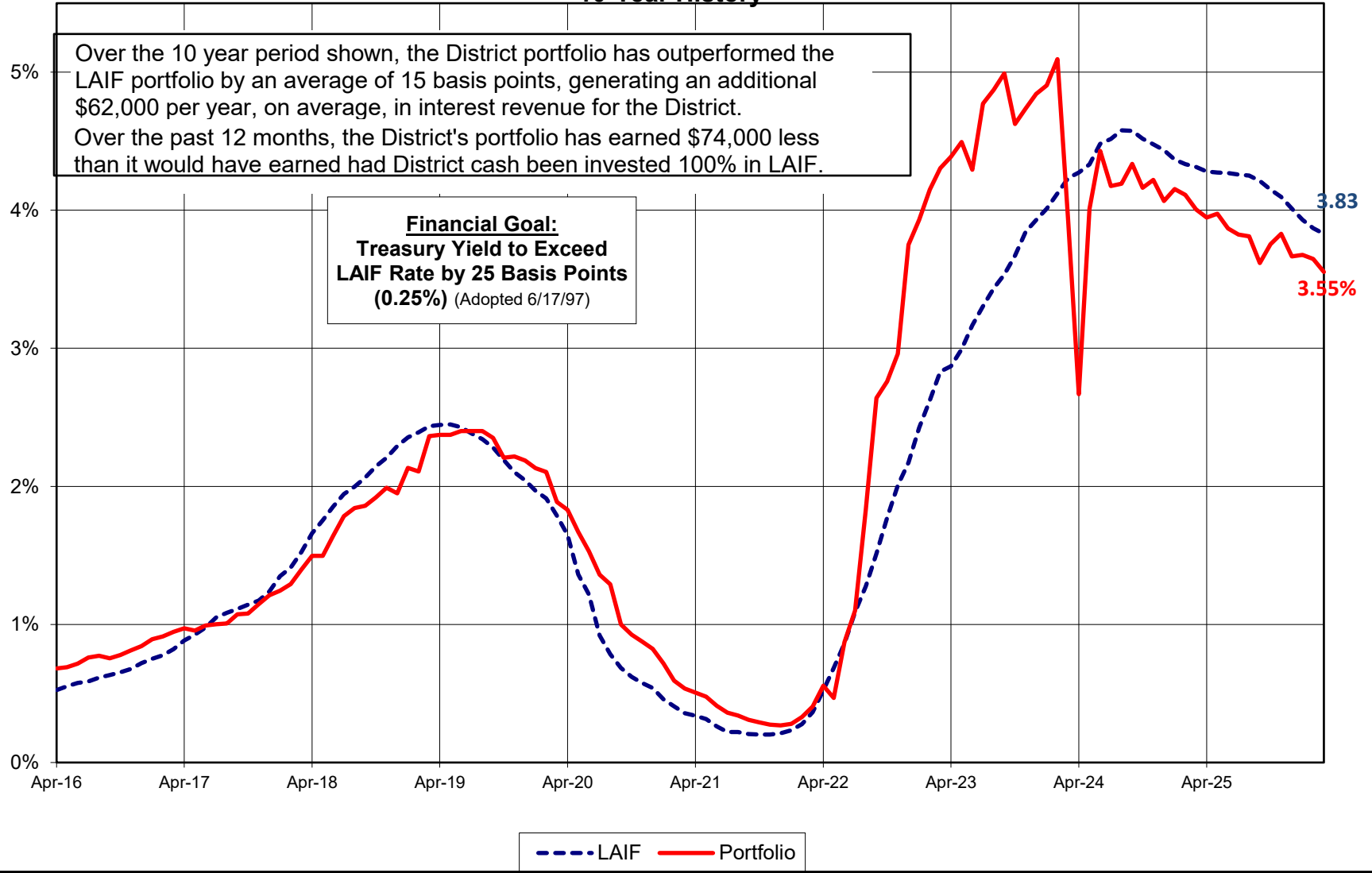
<sup>2</sup> Yield defined to be annualized interest earnings to maturity as a percentage of invested funds.

<sup>3</sup> Earnings are calculated daily - this represents the average yield for the month ending March 31, 2026.

<b>Interest Bearing Loans</b>	Loan Date	Maturity Date	Original Loan Amount	Principal Outstanding	Interest Rate
Marin Country Club Loan	1/1/18	11/1/47	\$1,265,295	\$950,969	1.00%
Marin Municipal Water - AEEP	7/1/14	7/1/32	\$3,600,000	\$1,293,114	2.71%
Employee Housing Loan	Various	Various	\$1,150,000	\$1,150,000	Contingent
<b>TOTAL INTEREST BEARING LOANS</b>			<b>\$6,015,295</b>	<b>\$3,394,083</b>	

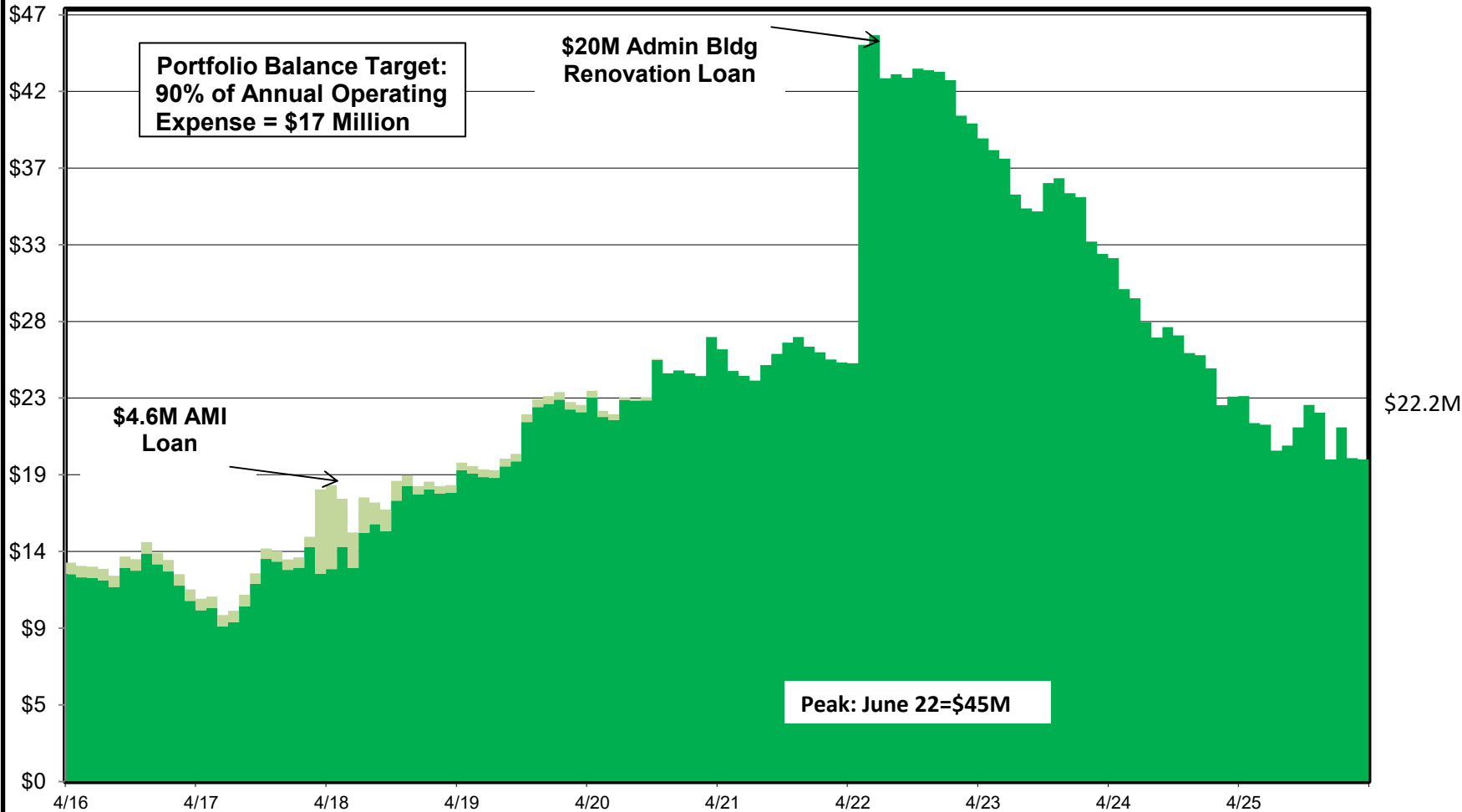
**The District has the ability to meet the next six months of cash flow requirements.**

### NMWD Portfolio Rate of Return State of CA Local Agency Investment Fund vs District Portfolio 10-Year History



Peak: June 22=\$45M

### NMWD Portfolio Balance 10-Year History



Portfolio Balance Target:  
90% of Annual Operating  
Expense = \$17 Million

\$20M Admin Bldg  
Renovation Loan

\$4.6M AMI  
Loan

Peak: June 22=\$45M

\$22.2M



## MEMORANDUM

To: Board of Directors  
From: Nancy Williamson, Accounting Supervisor *NW*  
Julie Blue, Auditor-Controller *JB*  
Subject: FY 26/27 Insurance Renewal  
T:\AC\WORD\insurance\27\FY27 ins memo.docx

Date: May 5, 2026

**RECOMMENDED ACTION:** Information Only

**FINANCIAL IMPACT:** \$488,940—Included in Fiscal Year (FY) 26/27 Operations Budget

### Insurance Renewal Details

Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc., in San Francisco, has been the District's brokerage firm for the past fourteen years. JPRIMA (CalMutuals Joint Powers Risk and Insurance Management Authority) has provided the District's liability coverage package for the past seven years, including Workers' Compensation coverage through Zenith Insurance Company.

The recommended property and liability coverage this year includes JPRIMA for the District's general liability coverage and a standalone policy for property coverage through Swiss Re Corporate Solutions. The combination of property and liability coverage totals \$342,096, compared to \$308,851 last year. The first-dollar worker's compensation coverage plan totals \$166,764, compared to \$179,626 last year. This coverage is for a pooled type deductible plan and has been in place since FY 19/20.

Previously, the District self-insured the first \$1 million of its general and auto liability, also known as a Self-Insured Retention (SIR). By selecting the deductible plan package proposal, the District's risk is reduced by \$900,000, limiting exposure to a maximum of \$100,000 per claim. Created in 2016, JPRIMA is a pooled insurance program designed specifically for mutual water companies, as well as smaller water systems. The Authority provides customized insurance solutions to small water systems throughout California whose operations include the development, transportation, management, storage, treatment, or distribution of water. JPRIMA is operated by Allied Public Risk, a Managing General Underwriter (MGU), which oversees the day-to-day operations and internal practices of the pool.

The total package, including workers' compensation, reflects a net cost increase of \$16,977 (3.6%) from the current year premium. General liability and auto increased \$20,780 (14.3%), workers' compensation decreased \$12,862 (7.2%), cyber liability increased \$717 (13.8%), and environmental & railroad liability insurance increased \$274 (2.6%).

Insurance Market Recap

Insurance market conditions for public entities continue to be challenging. In addition to the market trends highlighted in this recap, environmental, social, and political factors contribute to these conditions. According to Gallagher’s October 2025 Insurance Market Report, the landscape for public sector liability has not improved over the past six months. External forces such as reduced tort protections, expanded liabilities related to past sexual abuse claims, and large jury verdicts and settlements, continue to affect liability pricing, coverage limits, and policy terms. Overall, the property insurance market is stabilizing and showing gradual improvements. However, general market changes are slower to materialize in the Public Sector. First-dollar workers’ compensation rates are mostly flat, with modest decreases in some regions. Within the public sector, the constantly evolving nature of cyber exposures makes cyber risk particularly difficult to control. Strong internal controls and security measures are helping to stabilize rates, and entities that maintain effective risk management practices may see decreases.

Insurance Proposal Summary

Below is a summary outlining the total cost of insurance by type. This table compares the cost of insurance from FY 25/26 to FY 26/27.

<b>Insurance Proposal</b>	<b>FY25/26</b>	<b>FY26/27</b>	<b>% Δ</b>
Property (Includes Crime)	\$106,275	\$109,887	3.4%
Liability <sup>1</sup> (Includes Auto & PO/Mgmt Liability)	\$170,191	\$195,427	14.8%
Workers' Comp	\$179,626	\$166,764	(7.2%)
Cyber Liability	\$5,216	\$5,933	13.7%
Environmental & Railroad Liability	\$10,655	\$10,928	2.6%
<b>Total Cost</b>	<b>\$471,963</b>	<b>\$488,940</b>	<b>3.6%</b>

A further breakdown is shown in the table below which outlines the total coverage, deductibles, and premiums by type of insurance. Following the table are descriptions of the types of insurance policies obtained by the District in FY 26/27.

CARRIER	TYPE	FY 2025/26 Renewal			FY 2026/27 Renewal		
		COVERAGE	DEDUCTIBLE	PREMIUM	COVERAGE	DEDUCTIBLE	PREMIUM
Swiss Re Corp Solutions	Property Insurance	\$ 102,342,909	\$ 50,000	\$ 106,275	\$ 105,050,414	\$ 50,000	\$ 109,886.70
JPRIMA-Munich Reinsurance America, Inc.	General Liability *	10,000,000	100,000	107,251	10,000,000	100,000	\$ 120,769.78
JPRIMA-Munich Reinsurance America, Inc.	Vehicle-Physical Damage	1,000,000	25,000	38,070	1,000,000	25,000	\$ 45,331.00
JPRIMA-Munich Reinsurance America, Inc.	Public Officials/Employment Pract. Liability	1,000,000	100,000	22,624	1,000,000	100,000	\$ 27,081.00
JPRIMA-Munich Reinsurance America, Inc.	Employee Fidelity (Crime)	\$250K-\$1M	100,000	2,246	\$250K-\$1M	100,000	\$ 2,246.00
JPRIMA-Zenith	Workers' Compensation	Statutory	-	179,626	Statutory	-	\$ 166,764.00
Great American	Cybercrime Insurance	1,000,000	10,000	5,216	1,000,000	10,000	\$ 5,933.00
Westchester Surplus Lines Insurance	Pollution Liability	2,000,000	25,000	6,879	2,000,000	100,000	\$ 7,152.64
Hudson Insurance	Railroad Protective Liability	5,000,000		3,776	5,000,000		\$ 3,776.00
	<b>Total Cost</b>			<b>\$471,963</b>			<b>\$ 488,940.12</b>

<sup>1</sup> Liability amounts shown are NMWD’s net cost after MCWCFCD’s contribution (\$32,385 in FY 25/26 and \$36,782 in FY 26/27).

### Property Insurance

Property insurance protects the District against loss or damages to buildings, equipment and water storage tanks. Structures and tanks are insured up to the value of the asset, and equipment coverage is provided on an agreed value basis. In December 2015, the District obtained a certified appraisal of its buildings, pump stations, and water storage tanks to minimize valuation disputes in the event of a property loss. Since then, these values have been adjusted annually using either the San Francisco Construction Cost Index published in the Engineering News Record, the SF Consumer Price Index (CPI), or increases specified by the insurance carrier (7% annually in recent years).

For FY 26/27, the property values were increased by 2.5% based on CPI, resulting in a total property value of \$105 million, excluding fleet vehicles. This year the District has a blanket coverage limit of \$100M, replacing coverage that previously assigned specific insured values to individual locations.

### General and Auto Liability Umbrella Insurance

General and auto liability umbrella coverage provides an additional layer of protection in the event of a large liability claim (including bodily injury, property damage, or personal injury) where damages exceed both the deductible and primary general liability coverage limits. The umbrella coverage includes subsidence, failure to supply, inverse condemnation, eminent domain and dam failure.

A 1985 agreement with the Marin County Flood Control and Water Conservation District (MCFCWCD) requires the District to maintain a minimum \$10 million liability limit and obligates MCFCWCD to pay the incremental cost of increasing the limit from \$5 million to \$10 million. JPRIMA's general liability package insures the first \$1 million, and its excess liability package insures the remaining \$9 million, providing total coverage of \$10 million. Under JPRIMA's proposed policy, MCFCWCD's share of the cost will be \$36,782 next fiscal year for the additional \$5 million in coverage required under the agreement.

### Vehicle Physical Damage Insurance

Comprehensive & collision insurance for District automobiles and trucks protects the against physical damage due to collision, fire, theft, and similar events on an agreed value basis. The insured value of the District's vehicle fleet increased 67% to \$2,355,996 over the prior fiscal year, primarily due to the purchase of two International Crew trucks.

### Public Officials Errors & Omissions and Employment Practices Liability

Errors and Omissions coverage insures the District Board and Officers against claims alleging breach of duty arising from negligence, error, or unintentional omission. This coverage

also includes Directors' and Officers' employment practices liability insurance, protecting against claims such as wrongful termination, discrimination, and harassment.

#### Employee Fidelity (Crime) Insurance

The District carries an employee blanket fidelity bond that provides coverage for financial losses resulting from dishonest or fraudulent acts by any employee. Crime coverage under this policy includes employee theft and electronic funds transfer fraud.

#### Workers' Compensation Insurance

In 2019, the District entered into a first dollar workers' compensation plan with Zenith Insurance Company. This pooled plan eliminates the risk of \$1M of out of pocket costs, compared to the previous Self-Insured Retention plan, and also reduces administrative costs.

#### Cyber Liability Insurance

The District first purchased Cyber Liability insurance in FY 14/15. This coverage protects the District against losses related to unauthorized access, data breaches, or disclosure of sensitive or personally identifiable information (such as Social Security numbers or credit card information), as well as related third-party claims.

#### Environmental & Railroad Insurance

The District first purchased environmental and railroad protective liability insurance in FY 23/24. This coverage is required by SMART when the District performs work within 25 feet of railroad tracks.

ATTACHMENTS:     None

# VISION

FOR OUR WATER FUTURE



## Setting the Vision

The Association of California Water Agencies (ACWA) represents approximately 470 public water agencies that collectively deliver approximately 90 percent of the water used by Californians — in their homes, on their farms, and for their businesses.

Water agencies are being proactive and are on the front lines of the state’s most pressing challenges — from droughts, floods, and wildfires to aging infrastructure and the need for more housing. Meaningful progress requires state partnership with local water suppliers to achieve common goals. Bold leadership from the governor is critical to setting a unified direction, accelerating action, and delivering results to prepare California for the future. Action is needed now.

## Why Water Matters

Water is the foundation upon which California is built. This State is the world’s fourth-largest economy, the nation’s breadbasket, a global technology leader, and home to extraordinary ecosystems. None of it functions without water.

Water is not a single-sector issue. It is the backbone every other sector depends on. It determines where homes can be built, whether farms can produce, how businesses operate and grow, and whether species can survive a changing climate. A safe, reliable, and affordable water supply is one of the most important investments California can make.

## ACTION IS NEEDED NOW



**Lead  
on Water**



**Protect  
Affordability**



**Deliver Critical  
Infrastructure**



**Modernize Water  
Management**

## California Thrives With Water

- › **Housing:** California must plan for 2.5 million new homes in the next decade. Every unit requires a reliable water supply.
- › **Agriculture:** California agriculture is 12% of the state's economy, contributing \$60 billion; employing over 400,000 people; and producing more than half of the nation's fruits, nuts, and vegetables. Both surface and groundwater are fundamental to California's agriculture sector.
- › **Economy:** California's \$4 trillion economy spans technology, innovation, manufacturing, trade, and tourism. Every dollar of it depends on a reliable water supply.
- › **Environment:** California's extraordinary ecosystems — its rivers, wetlands, and floodplains — depend on the same water system managed by local water suppliers. A thriving California requires managing water to sustain both communities and ecosystems.
- › **Public Health:** Water suppliers are California's first line of public health defense, delivering safe, clean drinking water to every community in the state.
- › **Climate Resilience:** Climate whiplash — the swing between extreme droughts and extreme floods — is increasing, snowpack is diminishing, and wildfires are growing more severe. Water suppliers are modernizing, but they cannot do it alone.

## Building A Modern System

Securing California's water future requires more than incremental fixes. It demands a fundamental shift in how the State leads, invests, and operates. The Vision for Our Water Future provides an essential framework for ensuring a resilient and reliable water system.

Funded, built, and managed for extreme conditions, our modern water system is resilient, coordinated, and flexible — meeting the needs of California's communities, economy, and environment.

- › **Anchored by Backbone Infrastructure:** The State Water Project and Central Valley Project form the foundation of the statewide water system. These assets capture and manage California's highly variable hydrology and move water where and when it is needed.
- › **Strengthened by Regional Resiliency:** Regional and watershed-based partnerships strengthen local water reliability under changing hydrologic conditions and during emergencies through coordinated planning, interconnected infrastructure, diversified supplies, and shared responsibility.
- › **Delivered Locally:** Water is delivered by local suppliers, even when conveyed through or interconnected with statewide or regional systems. Local agencies set rates and policies — ratepayers fund approximately 85% of California's water system costs — while navigating structural constraints from Proposition 218, regulatory mandates, and permitting complexity.

### Key Elements of A Modern Water System

- › Designed and upgraded for the future
- › Flexible and responsive to changing climate conditions
- › Supported by aligned state permitting, regulatory, and investment frameworks
- › Informed by technology, data, and science
- › Grounded in long-term affordability

**A modern water system must be resilient, coordinated, and flexible to meet California's evolving needs.**





## LEAD ON WATER

Recognize water as an essential resource and the infrastructure that underpins California's economy, housing growth, food production, environmental health, and community resilience. Sustained executive leadership is needed to improve water supply reliability, accelerate climate resilience, and ensure coordinated action across state government.

- › **Set a Bold Water Agenda (First 100 Days):** Establish a focused statewide water agenda aligned with this Vision for Our Water Future.

- › **Appoint Leaders to Deliver Results:** Appoint and empower leaders to deliver measurable outcomes.
- › **Unify State Agencies:** Direct state agencies to align under unified statewide water priorities and jointly advance implementation in partnership with local, regional, and federal water managers. Designate a cabinet-level water policy executive, reporting directly to the Governor, to align agencies and organize state resources to implement California's water priorities.



## PROTECT AFFORDABILITY

Ensure safe and reliable water remains affordable by strengthening sustained state investment and funding partnerships with local, regional, and federal agencies to address rising infrastructure, climate, and regulatory costs. California's ratepayers fund more than 85% of the system. Without predictable investment, these costs will increasingly fall on households, businesses, and farmers.

- › **Secure Sustainable Water Funding:** Create a reliable sustainable state funding source for water infrastructure that provides predictable, long-term investment. This funding should support critical water infrastructure projects, environmental needs, and California's Human Right to Water while leveraging federal, regional, and local investment.

- › **Accelerate Funding:** Improve funding programs and coordination so investments reach projects faster — reducing administrative delays, lowering project costs, and accelerating infrastructure delivery.
- › **Integrate Investments Across Sectors:** Align state investments and integrate water infrastructure funding across energy, housing, and climate and hazard mitigation to advance multi-benefit projects and maximize federal, state, and regional investment.





## DELIVER CRITICAL INFRASTRUCTURE

Future-proof California's critical water infrastructure to ensure reliable supplies in the face of climate change, growing economic and community demands, and escalating emergency risks. This requires strengthening the statewide water system, including both built and natural infrastructure, while advancing regional resilience to maximize systemwide reliability.

- › **Strengthen the State's Water Backbone:** Upgrade, repair, and optimize California's essential backbone infrastructure — the California State Water Project and Central Valley Project.
  - ◆ **Modernize and Protect Infrastructure:** Advance a durable Delta conveyance solution, strengthen Delta levees, safeguard critical infrastructure from subsidence and seismic risk, and upgrade system technologies — including Forecast Informed Reservoir Operations, snowpack measurement, and remote monitoring control.

- ◆ **Improve Coordinated Operations:** Integrate operations of the California State Water Project and Central Valley Project to increase system flexibility, expand the storage and movement of water, and enhance water supply reliability.
- › **Safeguard Colorado River Water Supplies:** Protect California's Colorado River allocation, consistent with the State's legal entitlements and the efforts of the Colorado River Board of California.
- › **Empower Regional Water Solutions:** Champion regional and watershed-based solutions. State policy should empower regions with the tools, flexibility, and investment needed to advance regional planning, partnerships, and projects that diversify water supplies, strengthen system connectivity and operational efficiency, and restore ecosystem functions to ensure reliable water supplies.



## MODERNIZE WATER MANAGEMENT

Improve California's regulatory and operational systems so water projects can move forward reliably and efficiently, infrastructure can be operated more flexibly, and agencies can respond more rapidly to changing conditions. California's regulatory framework should deliver clear, coordinated decisions grounded in the best available science, while maintaining environmental protections, public transparency, and California's existing water rights priority system.

- › **Improve Permitting Performance:** Enhance the clarity, coordination, and efficiency of state permitting processes to accelerate infrastructure and operational improvements; eliminate avoidable costs; and ensure state and local agencies deliver timely, accountable results.
  - ◆ **Integrate Permit Requirements:** Integrate requirements and processes across regulatory agencies to eliminate redundancy and inconsistency.
  - ◆ **Enhance Regulatory Certainty:** Establish transparent procedures, clear criteria for permit approval, and accountable timelines for agency decisions — developed in direct partnership with water suppliers.

- ◆ **Streamline Pathways:** Create efficient pathways to advance multi-benefit, climate-resilient water supply projects.
- › **Modernize Water Operations:** Advance operational approaches that reflect changing climate realities to improve water supply reliability across environmental, agricultural, and urban sectors. This may include coordinated reservoir management, flexible diversion rules tied to real-time hydrology, accelerated groundwater recharge and conjunctive use, expanded water transfers, and other adaptive strategies.
- › **Strengthen Water Data and Science:** Invest in integrated, science-based statewide data systems and technology that improve transparency, inform real-time decisions, and strengthen regulatory and operational performance to increase efficiency and better manage water resources.

**VISION**  
FOR OUR WATER FUTURE



Vision for Our Water Future is an initiative of the Association of California Water Agencies, representing approximately 470 public water agencies in California.

Congress of the United States  
House of Representatives  
Washington, DC 20515-0502

April 28, 2026

The Honorable Brooke Rollins  
Secretary of Agriculture  
U.S. Department of Agriculture  
1400 Independence Avenue, SW  
Washington, DC 20250

The Honorable Doug Burgum  
Secretary of the Interior  
U.S. Department of the Interior  
1849 C Street, NW  
Washington, DC 20240

Dear Secretary Rollins and Secretary Burgum,

Recent public statements by Secretary Rollins and representatives of the Elsinore Valley Municipal Water District (the District) confirm that your agencies are actively working toward the purchase and transfer of Pacific Gas and Electric Co.'s (PG&E) water rights and infrastructure associated with the Potter Valley Project (PVP), including Scott Dam and Cape Horn Dam. While few details have been publicly disclosed, Secretary Rollins has called the District a "legitimate buyer" with "strong interest" in acquiring and operating the project. She has said the District's proposal would allow President Trump and Secretary Burgum to "restart/expand" hydropower operations while keeping both dams in place, and she has urged PG&E to take the proposal seriously. Representatives of the District have met with Secretary Rollins and publicly confirmed their interest in securing additional water supply through this proposal.

The communities and Tribal Nations I represent would be directly impacted by the proposal Secretary Rollins and the District have described. Yet your agencies have thus far provided no information to explain why a Southern California water district would seek to acquire water rights and water infrastructure on the Eel River, hundreds of miles north of its service area, and why the departments of Agriculture and Interior would be encouraging, facilitating, funding or otherwise supporting such a scheme.

The involvement by these federal agencies, the District, and perhaps others in a scheme to take over the PVP and to "restart/expand" its defunct hydropower operations revives a long and contentious history of plans to divert Eel River water to distant interests in Southern California and the Central Valley. The controversy, conflict, and mistrust from these historic efforts to build the Dos Rios Dam left an enduring legacy of mistrust among Northern California tribes, communities, and stakeholders who would have borne all of the impacts of such a scheme while receiving none of the benefits.

Accordingly, my constituents and I are acutely interested in all of the details surrounding your efforts relative to a potential purchase or acquisition of the PVP and any plans or proposals to operate the project for the benefit of the District and perhaps others far from the Eel and Russian River basins. Even the minimal information you have shared to date raises serious environmental, legal, economic, and water supply concerns for vulnerable communities in the Eel and Russian River basins.

The public deserves a clear and complete accounting of what the District and your agencies have been discussing and planning. Toward that end, please provide both (1) written responses with

sufficient detail to understand the discussions, plans, decision-making, and parties involved, and (2) the underlying records described below, including drafts and attachments. Specifically, please identify all entities and individuals involved; describe the interests intended to be served; and explain the origin, scope, and current status of any related efforts:

**1. Information relating to the acquisition, transfer, operation or modification of any part of the Potter Valley Project (PVP), including Scott Dam, Cape Horn Dam, other PVP infrastructure, and any water rights associated with the PVP:**

- a) To the extent that any personnel from your agency have been parties to, or have knowledge of, any meetings, communications, plans, proposals, offers or agreements regarding these subjects, please provide facts sufficient to explain the date, location, purpose, and participants (including federal personnel/offices, the District, PG&E, consultants, and any other person or entity) of any such meetings or communications; the specific plans, proposals, offers or agreements that were discussed, referenced or considered and the resolution (if any) and current status of such plans, proposals, offers or agreements – including but not limited to the proposed structure and terms including ownership, governance, financing, operational responsibilities, liabilities, compliance obligations, anticipated timelines and milestones, and the intended use(s) and beneficiaries. Included within the scope of this request are all facts and documents sufficient to describe whether any government-to-government consultation has occurred with affected Tribal Nations pursuant to Executive Order 13175 regarding the potential sale or transfer of these dams, associated water conveyance facilities, or associated water rights to any specific entities, including but not limited to Elsinore Valley Municipal Water District. This request specifically includes any connection to the operation of Lake Mendocino, including the proposed raising or replacement of Coyote Valley Dam.
- b) Provide all documents or records relating to this information request 1(a), including but not limited to: proposals, term sheets, letters of intent, memoranda of understanding, meeting agendas, notes, minutes, and summaries, briefing materials, analyses, presentations, correspondence (including emails, texts, and messages), draft and final agreements, and any attachments or exhibits thereto.

**2. Information relating to any proposal or plan to store, divert, transfer, sell, exchange, deliver, or control Eel River water for use outside the Eel River or Russian River watersheds:**

- a) To the extent that any personnel from your agency have been parties to, or have knowledge of, any meetings, communications, plans, proposals, offers or agreements regarding these subjects, please provide facts sufficient to explain the date, location, purpose, and participants (including federal personnel/offices, the District, PG&E, consultants, and any other person or entity). Please describe the origin and purpose of any such proposed diversion and/or transfer discussed or considered, including the infrastructure to be used, acquired, or constructed, water rights, ownership, governance, financing, operational responsibilities, liabilities, compliance with state or federal laws, permitting requirements, tribal rights, anticipated timelines and milestones, any modeling or analysis regarding the anticipated water sources, volumes, timing, and method(s) of

storage/diversion/transfer, as well as the intended destination(s), end use(s), and all intended beneficiaries. For any such plans, proposals, offers or agreements, describe the resolution (if any) and current status. This request specifically includes any proposal or plan that:

- i) revives, incorporates or includes any part of the proposed infrastructure, operational scheme, or other elements of these previously studied projects: Dos Rios dam and diversion; North Bay recycled water aqueduct connecting Sonoma and Napa counties; the Richmond Bridge pipeline connecting Marin and Contra Costa counties; and
  - ii) any potential new infrastructure that could connect the Eel or Russian River watersheds, directly or by way of water transfers or exchanges, with any canal, pipeline, river, tributary or other water body which is capable of carrying water from the State or Federal Water Projects or which is located in the Bay-Delta watershed. This includes but is not limited to Sites Reservoir, Tehama-Colusa Canal, Glenn-Colusa Canal, North Bay Aqueduct, Cache Creek watershed, or Putah Creek watershed.
- b) Provide all documents or records relating to this information request 2(a), including but not limited to studies, modeling, and technical analyses, memoranda and white papers, presentations, maps and engineering or operational descriptions, meeting agendas, notes, minutes, and summaries, correspondence (including emails, texts, and messages), and any draft or final proposals and attachments, including any documents referencing the PVP, the Dos Rios project, or other prior Eel or Russian River diversion proposals.

Please provide responses and responsive records no later than May 12, 2026. These records are necessary for ongoing congressional investigation of this matter and will help ensure transparency and accountability for actions affecting the Eel and Russian River watersheds.

Sincerely,



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Jared Huffman

Member of Congress

Ranking Member, House Natural Resources Committee

# Dry water supply condition declared for Russian River

Label follows rainfall decline, but no big cuts planned



Charlie Simpson, left, of Santa Rosa and Mick O'Connell of Ukiah prepare for an overnighter at Lake Mendocino near Ukiah on April 17. PHOTOS BY Kent Porter — The Press Democrat



Joe Thurman of Ukiah fishes for bass at Lake Mendocino near Ukiah on April 17.



Water is released down the spillway at the Coyote Valley Dam at Lake Mendocino near Ukiah in 2023. Beth Schlanker — The Press Democrat, file

BY AMIE WINDSOR

[AMIE.WINDSOR@PRESSDEMOCRAT.COM](mailto:AMIE.WINDSOR@PRESSDEMOCRAT.COM)

Despite the rain in the North Bay this week, a historically hot and dry March is forcing local water managers' hands.

The dearth of late winter rainfall and runoff has led Sonoma Water, the region's dominant supplier, to declare what it calls dry water conditions in the upper Russian River watershed.

The move anticipates drier months ahead, as most rainfall in the region tapers off by May. It also sanctions a significant dial-back in releases from Coyote Dam at Lake Mendocino, the smaller of the two main Russian River reservoirs. The lake stores water for about 100,000 rural and urban residents and farms from Ukiah to Healdsburg.

A smaller change in releases for Warm Springs Dam at Lake Sonoma also is in store.

The last time the water agency made such a declaration was 2022 going into the final summer of a punishing three-year drought, which saw the driest water year on record in Sonoma County (2020-21), with only 13.6 inches of rainfall in Santa Rosa.

This season, for comparison, since the beginning of the water year Oct. 1, about 29 inches of rain has fallen in Ukiah, about 86% of normal, while about 24 inches has fallen in Santa Rosa, about 85% of normal. Those totals were as of Friday.

Before the rain Monday, Lake Sonoma, the main reservoir, was at 98% of seasonal capacity. Lake Mendocino was at 81%.

The region is nowhere near the drought conditions of past years, officials said, and curtailments are not expected this season for those with the right to pull water from the system.

"Even under a dry-water-supply condition in the upper Russian River, flows are going to be adequate for recreating and enjoying the river," said Don Seymour, deputy director of engineering with Sonoma Water.

Still, less rainfall has been recorded this wet season than in the past three years, when stronger and more frequent atmospheric river storms drenched the region, accounting for a large share of seasonal totals. This year, a milder La Niña winter was exacerbated by record-breaking heat across California and much of the West, especially during the last week of winter, leaving the spring landscape parched and accelerating snow melt in the Sierra Nevada, the key water source for Central Valley farms and millions of urban residents.

The North Bay's water system is more self-contained, relying mostly on rainfall that makes its way into the Russian River system. About 600,000 residents from Windsor to northern Marin County get their water from stored supplies in Lake Sonoma. When filled, it can hold enough to cover about two years of demand. Storage has been improved by a pioneering effort that has fine-tuned winter and springtime dam releases using high-tech storm forecasts. The model was first used at Lake Mendocino, but its payoff is even more plentiful at Lake Sonoma, where dam managers now have more information to assess the strength of incoming storms, meaning they are better able to release only as much water ahead of time to ensure adequate flood control space — avoiding the wholesale dumps of yesteryear that sometimes left the reservoir unnecessarily depleted at the outset of the dry season.

The gains are paying off this season, when the U.S. Army Corps of Engineers made flood control releases only three times since October. Last year, the agency made five such releases from Warm Springs Dam.

“Last year was just wetter,” said Nick Malasavage of the Army Corps’ San Francisco district.

The headwaters for Lake Sonoma, which takes in a stretch of the coast mountains northwest of Healdsburg, drain some of the wettest terrain on the North Coast, producing more than twice the inflow in a storm event compared to Lake Mendocino, said Seymour.

Lake Mendocino, at capacity, holds about a third of the supply of Lake Sonoma. It has about 15% less water than at this time last year, Malasavage said. The level is below the state’s threshold required to maintain normal dam operations going into the dry season.

“That’s the difference between two to three atmospheric rivers versus four or five,” Seymour added.

Going forward, in the upper Russian River, minimum instream flow below Coyote Dam will be reduced from 185 cubic feet per second to 75 cubic feet per second. In the lower Russian River, below the confluence with Dry Creek, which is fed by Lake Sonoma, minimum instream flow will be reduced from 125 cubic feet per second to 85 cubic feet per second. The river at that point holds a larger volume of water, so the change is not as significant.

During the 2022 drought, Sonoma Water reduced minimum instream flows on the upper Russian River to 35 cubic feet per second and 75 cubic feet per second on the lower Russian River.

Seymour said the change won’t be noticeable at first, especially as runoff from April rains feed the river’s mainstem.

But as dry conditions will likely persist through October, he said, Lake Mendocino will struggle to sustain flows above 75 cubic feet per second and still have “adequate carry-over into the next water year,” which is why maintaining the lower threshold will be vital during the area’s dry summer months.

Any curtailments on water rights holders would come from state water authorities, although those moves are unexpected this year, Seymour said.

“But we at Sonoma Water also advocate water use efficiency,” he added.

# Marin fire officials say state's safety plan could be stronger

Original proposal for buffer zone for homes was reduced



A model made by Kathleen Cutter, center, depicts a property with preferred landscaping at “Ember Stomp,” a wildfire educational event at the Marin County Fairgrounds in San Rafael in 2024. Cutter is a defensible space advocate with the Marin Wildfire Prevention Authority. Sherry LaVars — Marin Independent Journal, file



Landon Scarpella and his grandfather John Lando of Fairfax arrange rocks at a landscaping exhibit at “Ember Stomp,” an educational event on wildfire protection, in San Rafael in 2022. Sherry LaVars — Marin Independent Journal, file



Frank Bigelow, a state fire official, speaks during a “zone zero” burn demonstration at a training center in the Sacramento area in 2025. Hannah Ruhoff — The Sacramento Bee/TNS, file

**BY ADRIAN RODRIGUEZ**

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

Years of devastating wildfires in California have left many Marin fire officials anxiously awaiting a state mandate for strong defensive buffers around homes.

This month, after years of debate, the state Board of Forestry and Fire Protection released draft “zone zero” landscaping rules. The guidelines are much more relaxed than what was originally envisioned.

Some officials sought an outright ban on all combustible materials within 5 feet of homes. Under the new proposal, some plants and trees may exist within the buffer.

“I think we all thought it was going to be stricter, but I’m not surprised it was watered down so much,” said Lynne Osgood, a Novato Fire Protection District battalion chief and fire marshal. “I think this way is a bit easier for people. We can move this out a little bit at a time.”

Osgood said the district supports zone zero, defensible space, hardening homes and maintaining vegetation. “But the science does show: Removing anything combustible from the first 5 feet of your home is the way to go,” she said.

Some critics of more restrictive measures said they would impose a burden on homeowners to overhaul their landscaping. They said complying would take time and money and could change the look and

character of homes.

The new proposal attempts to offer a compromise between the two sides.

“I support this process, but I’m concerned the current direction is leaning a little more into the politics rather than the science,” said Todd Lando, battalion chief and fire mitigation specialist with the Central Marin Fire Department.

“My personal feeling is that it probably should be stronger and closer to the original version, which was more closely aligned with current science that says that if there is anything combustible there, it will burn,” he said.

After back-to-back years of catastrophic fires, Gov. Gavin Newsom signed Assembly Bill 3074 in 2020 requiring the creation of protective zones within 5 feet of homes. The state forestry board has been slow to agree on the stipulations.

Following devastating fires in Los Angeles last year, Newsom issued an executive order directing the state board to accelerate the work. He also directed the Office of the State Fire Marshal to release updated fire hazard severity zone maps for areas overseen by municipalities and counties.

The proposed plan calls for the regulations to roll out in two phases over five years. The rules would apply to homes in areas defined by the state as “very high fire hazard severity zones.” In Marin, that includes some unincorporated areas, Mill Valley and Sausalito.

The first phase, to be implemented within the initial three years, would involve removing combustible items including firewood, dead leaves and branches, mulch and wood chips within 5 feet of a home. It also would require cleaning gutters, trimming trees according to the regulations and adjusting landscaping to allowable vegetation.

In the second phase, residents would need to create a safety zone under eaves of homes, replace combustible gates and ensure sheds and fencing are in compliance. These safety zones, which will not allow any vegetation, would extend out from the house to be even with the eaves.

Trees are permitted in the zone with certain restrictions. Branches must be 10 feet from chimneys and trimmed 5 feet above roofs and kept clear of eaves. Dead wood and lower branches must be removed. The bottom 6 feet of large trees should be limbed. Herbaceous plants and flowers are allowed within the zone under certain conditions.

Local jurisdictions would have the authority to enforce a timeline within five years of the regulations taking effect. Some of the rules are at the discretion of local fire inspectors. Leaders encourage residents to reach out to their local department for help with home inspections, creating defensible space, demonstration gardens and grant opportunities.

“It’s definitely a move in the right direction,” Marin County fire Chief Jason Weber said. “It’s encouraging news that they’re moving something forward, and the proposal does leave some local control for implementation.”

Weber said Marin County is largely ahead of the game because it already requires new construction to adopt zone zero landscaping and other home hardening standards. Additionally, he said many homeowners have chosen to proactively create defensible spaces, some going as far as adopting the zone zero standards.

“What this proposal does is it doubles down what we’ve been saying here in Marin County for years, and that is that the most important zone is the 5 feet around your house,” Weber said. “It is the top priority for minimizing home-to-home ignition, and we want to make sure the community comes along on the journey, because we don’t want to be the weed police. What we really want are safer communities.”

In Marin, the Marin Wildfire Prevention Authority budgets its annual work plans around fire prevention projects. The authority was established in March 2020 following voter approval of Measure C, which imposed a parcel tax of 10 cents per square foot of building space.

Each year, approximately \$7 million in Measure C funds are allocated for inspections, home hardening and defensible space activities in Marin. The Marin Community Foundation has also contributed more than \$700,000 to promote zone zero activities, said Anne Crealock, planning and program manager at the Marin Wildfire Prevention Authority.

Crealock said the agency supports the state proposal.

“The data collected after recent fires combined with studies conducted across the country tell us that certain home hardening and defensible space activities, particularly within the first 5 feet of your home, make your home much more likely to survive a wildfire,” Crealock said.

“Marin Wildfire and its member agencies and partners are taking a proactive approach to making communities more ember resistant, and that will help Marin residents get ahead of zone zero requirements and make their homes and gardens safer from wildfire,” she said.

# Builder delays housing project

## Plans sought 66 units at Point Reyes Station

BY RICHARD HALSTEAD

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

A developer who proposed a subdivision next to Point Reyes Station has temporarily withdrawn the plan pending changes in county regulations.

Yan Cui, a San Diego businessman, had filed an application to divide an 82-acre property into 69 parcels. The proposal included 62 lots for market-rate houses; four lots for 22 affordable residences; and two lots for preserved wetlands. Cui proposed no use for the other parcel.

Kathleen Kilgariff, a county planner overseeing the project, confirmed that the developer recently withdrew the project.

“They intend to reapply at a later date but we do not know when that will be,” Kilgariff wrote. “The applicant team noted that they would like to see how Local Coastal Program amendments could impact the project and overall density.”

The county’s Local Coastal Program (LCP) is a set of rules that govern development in Marin’s coastal zone. The Marin County Planning Commission held a public hearing on April 6 on proposed changes to bring the LCP into line with the county’s housing element. The commission is scheduled to review the amendments again on May 11 and consider recommending their approval to county supervisors.

“What this means is that certain sites that were identified as housing element sites will have to be upzoned,” Immanuel Bereket, a county planner, told the commission.

The housing sites include about 46 parcels in Bolinas, Nicasio, Olema, Point Reyes Station, San Geronimo Valley, Stinson Beach, Tomales and Woodacre. The housing element envisions more than 480 residences being built at these locations, but state density bonus law could result in far more than that.

The change that prompted the most discussion at the commission meeting involved a coastal zoning code requirement. The rule specifies that subdivisions of land that contain “environmentally sensitive habitat areas” (ESHAs) and buffers, or lack public water or sewer systems, shall be limited to the lowest end of the density range.

“For most of West Marin, that policy essentially amounts to downzoning,” Bereket said.

Sarah Jones, director of the Marin County Community Development Agency, said the state’s continuing approval of the county housing element depends on the removal of all such policy restraints on housing development. As a result, county planners are proposing to eliminate the requirement limiting properties lacking public water or sewer systems to the lowest end of the density range.

Cui, whose property contains ESHAs and wetlands, initially contended that his project was categorically excluded from having to comply with the Local Coastal Program, but he later dropped the claim after opposition by the county and the California Coastal Commission.

Under Marin County development code, Cui's land is zoned for one dwelling per 3 acres. Cui is seeking to use a 2023 amendment to state density bonus law to assert that he is entitled to at least one dwelling per acre.

The change in the Local Coastal Program isn't the only change in the offing that could benefit West Marin developers such as Cui. One of the hurdles to creating new housing in the area has been the requirement to supply water and septic systems for new homes. Most people living in western Marin rely on onsite septic systems.

At the Planning Commission meeting, Jones clarified that while county planners recommend eliminating the lowest end of the density requirement, they still intend to require that proposed new lots have access to water and septic service.

"The reality of developing on these sites that don't have sewer service is that how much can be developed there is physically constrained by what your wastewater system can handle," Jones said.

She said developers aren't able to use density bonus law to avoid that requirement.

"You can't waiver out of having adequate handling of wastewater," Jones said. "It needs to be demonstrated that there is adequate water, and it's feasible to have septic in order to have a legal lot."

In October, the county hired a consultant to help it get new local regulations for onsite wastewater treatment systems approved by the state.

Cui wrote in an email that wastewater treatment regulations are his primary concern. His application included plans to build a community septic system and drill wells for water.

"Marin County's regulations regarding onsite wastewater treatment systems have not been updated for many years," Cui wrote. "The technical solutions recommended within these regulations are highly outdated, fail to reflect advancements in modern OWTS technology, and are unable to meet the specific needs of residents in West Marin." OWTS refers to onsite wastewater treatment systems.

Some planning commissioners expressed skepticism about eliminating the lowest end of the density range requirement.

"It seems that we are unnecessarily just throwing in the towel on this issue, and that we shouldn't," said Margaret Curran, a member of the commission. "When you're talking about butting up against an actual physical constraint that matters to us, the environment, it's not arbitrary. I think we should be looking to see where we can retain control."

Commissioner Margot Biehle said, "We're still dealing with environmentally sensitive habitat and how do we protect that. That is one of the main goals of the countywide plan. So if that isn't taken into account, what are we doing?"

LOCAL NEWS

## Reservoirs are in good shape, but officials declare dry conditions in upper Russian River for first time in years. Here's why



Joe Thurman from Ukiah, fishes for bass at Lake Mendocino near Ukiah, Friday, April 17, 2026. (Kent Porter / The Press Democrat)



By **AMIE WINDSOR** | [amie.windsor@pressdemocrat.com](mailto:amie.windsor@pressdemocrat.com) | The Press Democrat

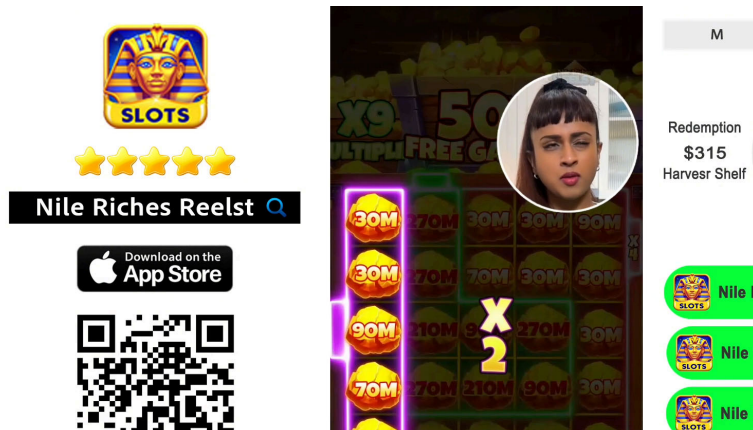
PUBLISHED: April 21, 2026 at 7:27 AM PDT | UPDATED: April 21, 2026 at 10:52 AM PDT

Although about [2 inches of rain is expected to fall throughout much of the North Bay this week](#), a historically hot and dry March is forcing local water managers' hand.

The dearth of late winter rainfall and runoff has led [Sonoma Water](#), the region's dominant supplier, to declare what it calls dry water conditions in the upper Russian River watershed.

The move anticipates drier months ahead, as most rainfall in the region tapers off by May. It also sanctions a significant dial-back in releases from [Coyote Dam at Lake Mendocino](#), the smaller of the two main Russian River reservoirs. The lake stores water for about 100,000 rural and urban residents and farms from Ukiah to Healdsburg.

A smaller change in releases for [Warm Springs Dam at Lake Sonoma](#) also is in store.



The last time the water agency made such a declaration was 2022 going into the final summer of a punishing three-year drought, which saw the driest water year on record in Sonoma County (2020-21), with only 13.6 inches of rainfall in Santa Rosa.

This season, for comparison, since the beginning of the water year Oct. 1, about 29 inches of rain has fallen in Ukiah, about 86% of normal, while about 24 inches has fallen in Santa Rosa, about 85% of normal. Those totals were as of Friday, April 17.

Before the rain Monday, Lake Sonoma, the main reservoir, was at 98% of seasonal capacity. Lake Mendocino was at 81%.

The region is nowhere near the drought conditions of past years, officials said, and curtailments are not expected this season for those with the right to pull water from the system.

“Even under a dry-water-supply condition in the upper Russian River, flows are going to be adequate for recreating and enjoying the river,” said Don Seymour, deputy director of engineering with Sonoma Water.

Still, less rainfall has been recorded this wet season than in the past three years, when stronger and more frequent atmospheric river storms drenched the region, accounting for a large share of seasonal totals. This year, a milder La Niña winter was exacerbated by record-breaking heat across California and much of the American West, especially during the last week of winter, leaving the spring landscape parched and accelerating snow melt in the Sierra Nevada, the key water source for Central Valley farms and millions of urban residents.

The North Bay’s water system is more self-contained, relying mostly on rainfall that makes its way into the Russian River system. About 600,000 residents from Windsor to northern Marin County get their water from stored supplies in Lake Sonoma. Brimful, it can hold enough to cover about two years of demand.



This map shows the Russian River watershed, which runs through Mendocino and Sonoma counties, supplies water to cities and towns along the river as well as to cities and districts served by the Sonoma Water Agency.

Storage has been improved by a pioneering effort that has fine-tuned winter and springtime dam releases using high-tech storm forecasts. The model was first used at Lake Mendocino, but its payoff is even more plentiful at Lake Sonoma, where dam managers now have more information to assess the strength of incoming storms, meaning they are better able to release only as much water ahead of time to ensure adequate flood control space — avoiding the wholesale dumps of yesteryear that sometimes left the reservoir unnecessarily depleted at the outset of dry season.

The gains are paying off this season, when the Army Corps made flood control releases only three times since October. Last year, the agency made five such releases from Warm Springs Dam.

“Last year was just wetter,” said Nick Malasavage, chief of operations and readiness division of the Army Corps’ San Francisco district.

The headwaters for Lake Sonoma, which takes in a stretch of the coast mountains northwest of Healdsburg, drain some of the wettest terrain on the North Coast, producing more than twice the inflow in a storm event compared to Lake Mendocino, said Seymour.



Charlie Simpson from Santa Rosa, left, and Mick O’Connell of Ukiah, prepare for an overnighter at Lake Mendocino near Ukiah, Friday, April 17, 2026. (Kent Porter / The Press Democrat)

Lake Mendocino, at capacity, holds about a third of the supply of Lake Sonoma. It has about 15% less water than at this time last year, Malasavage said. The level is below the state’s threshold required to maintain normal dam operations going into the dry season.

“That’s the difference between two to three atmospheric rivers versus four or five,” Seymour added.

Going forward, in the upper Russian River, minimum instream flow below Coyote Dam will be reduced from 185 cubic feet per second to 75 cubic feet per second. In the lower Russian River, below the confluence with Dry Creek, which is fed by Lake Sonoma, minimum instream flow will be reduced from 125 cubic feet per second to 85 cubic feet per second. The river at that point holds a larger volume of water, so the change is not as significant.

During the 2022 drought, Sonoma Water reduced minimum instream flows on the upper Russian River to 35 CFS and 75 CFS on the lower Russian River.

Seymour said the change won’t be noticeable at first, especially as runoff from April rains feed the river’s mainstem.

But as dry conditions will likely persist through October, he said, Lake Mendocino will struggle to sustain flows above 75 CFS and still have “adequate carry-over into the next water year,” which is why maintaining the lower threshold will be vital during the area’s dry summer months.

Any curtailments on water rights holders would come from state water authorities, although those moves are unexpected this year, Seymour said.

“But we at Sonoma Water also advocate water use efficiency,” he added.

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NEWS > CALIFORNIA NEWS

# Trump's agriculture secretary touts Southern California water district as potential buyer for Potter Valley Project



**Kent Porter / The Press Democrat**

Scott Dam at Lake Pillsbury, Wednesday, May 14, 2025, in Lake County. (Kent Porter / The Press Democrat)

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By **AMIE WINDSOR** | amie.windsor@pressdemocrat.com | The Press Democrat

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Six hundred miles.

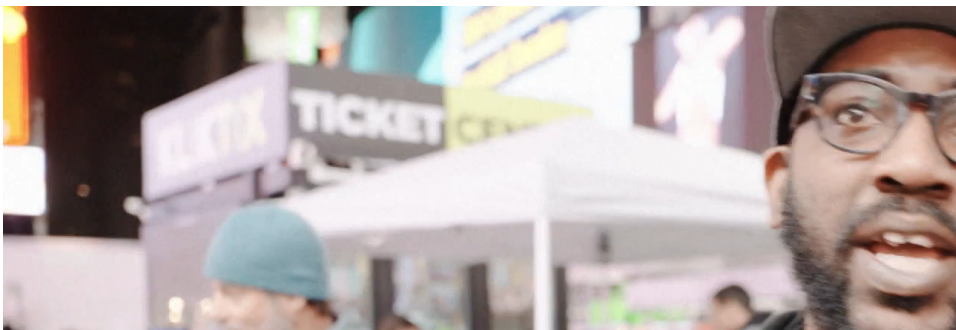
That's the distance that separates a pair of dams in Lake and Mendocino counties from a Southern California water district touted this week by a top Trump official as a potential suitor for the North Coast waterworks.

The move has been hailed by those seeking to avert the Eel River dams' proposed removal, including local farming interests and their political allies, who have [raised concerns about what a free-flowing river would mean for their future water supply.](#)

Agriculture Secretary Brooke Rollins posted on X on Tuesday that talks are underway with a Riverside County water district to take over the Potter Valley hydroelectric project owned by Pacific Gas & Electric Co.

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President Donald Trump listens to Agriculture Secretary Brooke Rollins speak during an event with farmers on the South Lawn of the White House, Friday, March 27, 2026, in Washington. (AP Photo/Julia Demaree Nikhinson)

“Last week I heard from the Elsinore Valley Municipal Water District ... a legitimate buyer who expressed strong interest in purchasing the project from PG&E,” Rollins wrote.

The post immediately raised a host of questions about a Southern California entity’s play for a Northern California water project. Rep. Jared Huffman, who represents the region and played a lead role brokering a historic pact outlining a post-dam future for the upper Eel River, said the announcement had the marks of a “Southern California water grab.”

The news also put more distance between parties who have for years labored to ensure Eel River diversions for farms and residents in Mendocino and Sonoma counties continue once the dams are torn down and those behind more nascent attempts to keep the dams, despite PG&E’s move to abandon them and eventually see them torn down.

Cloverdale Vice Mayor Todd Lands, a leading local voice among those fighting to keep the dams, said he welcomed the Riverside County water district’s interest and potential future stake in the Potter Valley Project, which also includes an aging power plant that has been offline for several



“It protects public health, supports agriculture and rural communities and supports your environment at the same time,” Lands, [a candidate for Sonoma County supervisor](#), said. “This is a solution for all.”

Members of the coalition that has worked toward a post-dam solution said Rollins’ announcement amounted to a top-down end-around that overlooked most local interests.

“The dams must come down,” said [Round Valley Indian Tribes President Joseph Parker](#). “The goal is restore the health and habitat of the river and ensure people in (Round Valley, Mendocino and Sonoma) have access to water.”

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The Round Valley Tribal Council, background, meets with their attorneys to discuss the latest Eel River dam removal twist, Tuesday, April 21, 2026, in Covelo. (Kent Porter / The Press Democrat)

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PG&E no longer wants to operate the Scott and Cape Horn dams and the outdated, 118-year-old downstream power plant that used to generate electricity while diverting a share of the Eel River into the upper Russian River. Those supplemental flows support farms and boost downstream supplies for urban customers in Mendocino County and northern Sonoma County.

Under a historic agreement reached in February 2025, both dams are slated to be torn down in what would be the [nation's next big dam removal project](#), freeing up the headwaters of California's third-longest river to help revive its troubled salmon and steelhead trout runs.

The power company filed its formal plans with the federal government to decommission the Potter Valley Project in July 2025, marking a major step in PG&E's yearslong effort to relinquish a waterworks it operates at a deficit of \$1 million a year.

Dam removal opponents, including Lake County and farming interests in Mendocino and northern Sonoma counties, [have lobbied the Trump administration to step in](#).

Rollins did so in December, filing a notice to intervene in the power

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**The Press Democrat**  
 This map shows the location of Scott Dam, impounding Lake Pillsbury, and Cape Horn Dam, creating Van Arsdale Reservoir, on the Eel River, the Potter Valley power plant, and the diversion tunnel that feeds the powerhouse and supplements flows in the East Fork of the Russian River. (The Press Democrat)

Still, an open question remained: Who, if anyone, would be able to take over the project from PG&E, the nation's largest utility, which says the aging project doesn't pencil out financially?

Relicensing the dams is likely to require costly upgrades for fish passage. The seismic safety of Scott Dam, which impounds Lake Pillsbury, a



**Kent Porter / The Press Democrat**

With a backdrop of Hull Mountain in the Mendocino National Forest, a couple take to Lake Pillsbury from Pine Point, Wednesday May 14, 2025. (Kent Porter / The Press Democrat)

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Some of the same interests that coalesced behind a post-dam future at first banded together, back in 2019, to assess taking over the hydropower project. They failed to raise the more than \$10 million needed to conduct an initial study.

Elsinore Valley Municipal Water District, by comparison, would appear a far-fetched suitor. It serves 163,000 customers in a 97-square-mile western corner of Riverside County along the Ortega Highway. It has an annual operating budget of \$125 million and it imports about 75% of its water from the State Water Project that runs through the Central Valley to Southern California.

Notably, the Eel River system, on the western flank of the Snow Mountain Wilderness, has no connection to the State Water Project. The closest hub is dozens of miles to the east, across rugged terrain.

So, what would Elsinore Valley want with a hydropower project a 10-hour drive away?

Sylvia Ornelas, public affairs officer with Elsinore Valley Municipal Water District, said it remains in “initial stages” of gathering information. She declined to say more about the water district’s reported interest or plans

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"We're really trying to understand opportunity and impacts," Ornelas said. "If you look at our strategic plan, we're evaluating ways for long-term water availability to the public. All water agencies in California are constantly looking to supply options for their region."

PG&E officials confirmed they met with Elsinore representatives in January. The power company has not received a proposal from the water district, PG&E spokesperson Megan McFarland said.

Any entity seeking to operate the Potter Valley Project into the future would have to pursue federal relicensing on its own, PG&E said. The costly process can take years.

"FERC would have to review whatever the final disposition would be and have the final say," PG&E representatives said.

Rollins, [in her social media post](#), said the potential purchase would "secure reliable water for 750,000 Californians and hundreds of hardworking farmers who rely on it for irrigation."

The U.S. Department of Agriculture did not immediately respond to a request for more information and comment.



**Christopher Chung/The Press Democrat**  
Todd Lands, Cloverdale's mayor at the time, speaks during the Potter Valley

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Lands said he's been part of the meetings with Elsinore, PG&E and the federal government. In an email response to questions, Lands said "the goal is to do what is right for the people of California. Outside water investments benefit their customers and improve California's water reliability. Water reliability in Northern California will benefit water reliability in Southern California, as they are not fighting for the same water."

But Huffman, whose caseload as an environmental attorney decades ago involved some of California's most entrenched water wars, said "you would have to be wildly naive not to connect the dots here."

"I really think people have to take this seriously," he said. "If the Secretary of Agriculture is saying these things publicly, she's got buy-in from the Trump administration. We have to be asking, 'Why? What does the federal government and Southern California want with our water?'"

Others with a stake in the Eel River are wondering the same.

"Why anyone would be interested in paying money for a failed, money-losing and risky project is beyond me, let alone a water district nearly 600 miles away from the dams," said Alicia Hamann, executive director of Friends of the Eel River.

Members of the Eel-Russian Project Authority, the public entity that would manage future water diversions after the dams come down, signaled they shared Huffman's concern the region could lose local control with any outside takeover.

Janet Pauli, president of the Mendocino Inland Water and Power Commission, one of three agencies that make up the authority along with Sonoma Water and the Round Valley tribes, said "local control of this water supply is very important."

Sonoma County Supervisor David Rabbitt, who serves on the ERPA board, called Rollins' post a result of "pressure politics" by Trump officials. In this term and in his first, Trump has long sought to use California's complex water infrastructure, and the politics around them, to his advantage.

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Round Valley Tribal Council president Joseph Parker, Tuesday, April 21, 2026, in Covelo. (Kent Porter / The Press Democrat)

Nevertheless, he agreed with Huffman's alarm. "You can never

The Round Valley Indian Tribes, who are set to reclaim Eel River water rights long denied to their people under the future pact, said it was no secret the Trump administration seeks to stand in the way of that agreement.

"They made it known they opposed taking down the dams," President Parker said. "They asked us what is our future with the dams still up. We told them, 'There never was a future with the dams.'"

*Amie Windsor is the Community Journalism Team Lead with The Press Democrat. She can be reached at [amie.windsor@pressdemocrat.com](mailto:amie.windsor@pressdemocrat.com) or 707-521-5218.*

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# Trump administration offers plan to stop dam removal on California river


Story by Kurtis Alexander • 1d • 5 min read



└ The Scott Dam in Lake County, shown here in 2025, and the Cape Horn Dam in Mendocino County are owned by PG&E and slated to come down. But the Trump administration is trying to prevent that, and says a Riverside County water district might buy them. (Carlos Avila Gonzalez/S.F. Chronicle)

The Trump administration injected a surprising twist into the fight over Northern California's Eel River on Tuesday, offering up a potential plan to stop the [removal of two dams](#) in the basin - though how serious the plan is remains to be seen.

In a social media post, U.S. Agriculture Secretary Brooke Rollins said she had been in touch with a Southern California water agency that was interested in buying the Scott Dam in Lake County and Cape Horn Dam in Mendocino County and continuing their operation.



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Such a move would run counter to longtime plans by Pacific Gas and Electric Co., the owner of the dams, to remove the facilities as part of the retirement of the century-old Potter Valley hydroelectric project.

PG&E says its Potter Valley Project is not worth keeping because the complex no longer generates cost-effective energy, while many people, including tribes and environmentalists as well as Gov. Gavin Newsom, support the deconstruction as a way to restore the Eel River and the struggling salmon runs there.

The enduring value of the hydroelectric project, though, is the water it moves from the Eel River to the Russian River. Some towns and farming communities in the Russian River basin, including many in the wine industry, have opposed the shuttering of the project and its dams because they don't want to lose water supplies.

The opposition has found a sympathetic ear in Secretary Rollins, who has [criticized the planned dam-removal before](#) and pledged to fight it. Only now, however, has Rollins provided an alternative course of action, albeit with few details.



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"Last week, I heard from the Elsinore Valley Municipal Water District. A legitimate buyer who expressed strong interest in purchasing the project from PG&E," Rollins wrote on X, formerly Twitter. "This would allow @POTUS and @SecretaryBurgum to restart/expand reliable hydroelectric electric generation while keeping both (dams) in place. I hope @PGE4Me is taking them seriously!"

[@GavinNewsom](#)

's policy of putting fish over people.

Last week, I heard from the Elsinore Valley Municipal Water District. A... <https://t.co/pfuNAkeq44> [pic.twitter.com/ZkIXFhXbIK](https://t.co/pfuNAkeq44)- Secretary Brooke Rollins (@SecRollins) April 21, 2026

The U.S. Department of Agriculture did not respond to questions from the Chronicle about the Elsinore Valley Municipal Water District and why the agency in Riverside County would be interested in running the Potter Valley Project.

The district, though, confirmed to the Chronicle in a phone call that it was exploring options for new water supplies, including on the Eel River. District officials did not elaborate on how they could capitalize on river water so far away. The Eel River is not linked to the State Water Project or any other intrastate pipelines that carry water long distances.



## She Mixed Gelatin With Th...

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"We are in the initial stages of gathering information and understanding the opportunity," said Silvia Ornelas, public information officer for the district.

The water agency provides supplies to about 160,000 people, mostly at homes and business. About three-fourths of the district's water is imported.

PG&E, in a statement to the Chronicle, said it met with the district earlier this year and has also been in communication with the USDA though there was no plan for the project to change hands.

"While PG&E has not received a proposal from the Elsinore Valley Municipal Water District, we would review any proposal we received," said Megan McFarland, a PG&E spokesperson.

At the same time, PG&E said it was too late for the company to sell the hydroelectric project or for another party to take it over because the decommissioning process was already underway. The Federal Energy Regulatory Commission is currently reviewing PG&E's \$350 million plan to dismantle the operation. Another party could try to take over pieces of the project without running a hydroelectric enterprise, but it would have to go through the time-consuming process of re-applying to FERC for permission, and show financial and technical wherewithal for any future use.

Already, as part of the plan to retire the project, a new water agency has formed, called the Eel-Russian Project Authority, which will continue some water deliveries between the Eel and Russian rivers once the hydroelectric complex and its dams are gone. (The authority has no plans to generate electricity). The agency's future diversions while likely to be less frequent and more expensive than water

deliveries in the past, have helped limit opposition to the removal of the Potter Valley Project.

Sonoma County Water, which serves cities in Sonoma County as well as in Marin County, is among the agencies that have benefited from the Eel River supplies and is now helping run the new authority.

Some people following the closure of the Potter Valley Project were surprised to hear that Secretary Rollins was advocating for a new buyer, especially with the Eel-Russian Project Authority promising to continue exporting at least some Eel River water to cities and farms.

"We've already made arrangements for water security after the dams," said Matt Clifford, the California director of Trout Unlimited, which has advocated for restoration of the Eel River yet helped work out an agreement for future water deliveries. "It's a little perplexing that someone wants to come in now."

Some questioned the seriousness of a potential sale.

"Why anyone would be interested in paying money for a failed, money-losing, and risky project is beyond me, let alone a water district nearly 600 miles away from the dams," said Alicia Hamann, executive director of Friends of the Eel River, which supports the removal of the dams. "The project simply isn't worth investing in."

Janet Pauli, board president of the Potter Valley Irrigation District in Mendocino County, which supplies water to farms and stands to lose a lot from the loss of Eel River diversions, said she had little to say about the potential plan floated by Secretary Rollins.

"We just don't have enough information," she said. "As far as we know, there is no proposal."

The Potter Valley Irrigation District is working with the Eel-Russian Project Authority on continuing Eel River exports.

While Secretary Rollins didn't explain the value in having a Southern California water agency run the Northern California project, her social media post framed the move as part of a broader effort to protect

farmers. She accused Newsom of harboring policies that prioritize "fish over people."

"Such a transaction would secure reliable water for 750,000 Californians and hundreds of hardworking farmers who rely on (the project) for irrigation," Rollins wrote. "Putting people and agriculture first."

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