



NOTICE OF THE AMENDED BOARD OF DIRECTORS REGULAR BI-MONTHLY MEETING

Tuesday, December 05, 2023 at 6:30 PM

AGENDA

LOCATIONS:

Open Session to start at or after 6:30 p.m.

Marin Water Board Room – 220 Nellen Avenue, Corte Madera, CA 94925

Closed Session to immediately follow

Marin Water Mt. Tam Conference Room - 220 Nellen Avenue, Corte Madera, CA 94925

Public Participation: *(This section was inadvertently left out of the original agenda)*

The public may attend this meeting in-person or remotely using one of the following methods:

On a computer or smart device, go to: <https://us06web.zoom.us/j/88134852296>

By phone, dial: 1-669-444-9171 and use Webinar ID: 881 3485 2296

HOW TO PROVIDE PUBLIC COMMENT:

During the Meeting: Typically, you will have 3 minutes to make your public comment, however, the board president may shorten the amount of time for public comment due to a large number of attendees. Furthermore, pursuant to Government Code, section 54954.2 (the Brown Act), the Board may not take action or discuss any item that does not appear on the agenda.

-- **In-Person Attendee:** Fill out a speaker card and provide to the board secretary. List the number/letter (ex: 6a) of the agenda item(s), for which you would like to provide a comment. Once you're called, proceed to the lectern to make your comment.

-- **Remote Attendee:** Use the "raise hand" button on the bottom of the Zoom screen. If you are joining by phone and would like to comment, press *9. The board secretary will use the last four digits of your phone number to call on you (dial *6 to mute/unmute).

In Advance of the Meeting: Submit your comments by email in advance of the meeting to boardcomment@marinwater.org. To ensure that your comment is provided to the Board of Directors prior to the meeting, please email your comment 24 hours in advance of the meeting start time. Comments received after this cut off time will be sent to the Board after the meeting. Please do not include personal information in your comment such as phone numbers and home addresses.

AGENDA ITEMS:

- 1. Call to Order and Roll Call**
- 2. Adoption of Agenda**
- 3. Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s) - None.**
- 4. Reconvene to Open Session; Closed Session Report Out - Not Applicable.**
- 5. Public Comment on Non-Agenda Matters**

This is the time when any person may address the Board of Directors on matters not listed on this agenda, but which are within the subject matter jurisdiction of the Board.

- 6. Directors' and General Manager's Announcements (6:40 p.m. – Time Approximate)**
- 7. Consent Items (6:45 p.m. – Time Approximate)**

All Consent Items will be enacted by a single action of the Board, unless specific items are pulled from Consent by the Board during adoption of the agenda for separate discussion and action.

- a.** Minutes of the Board Directors' Regular Meeting on November 7, 2023

RECOMMENDATION: Approve the minutes of the Board of Directors' Regular Meeting on November 7, 2023

- b.** Lease Termination Agreement with American Tower Corporation

RECOMMENDATION: Approve Lease Termination Agreement with American Tower Corporation for the Mt. Tamalpais Telecommunications Facility

- c.** Reimbursement Agreement for Muir Beach Feasibility Study with County of Marin

RECOMMENDATION: Approve and authorize Board President to execute MA-6252, a reimbursement agreement with the County of Marin for the Muir Beach Feasibility Study not exceed \$85,000

- 8. Regular Items (6:50 p.m. – Time Approximate)**

- a.** Strategic Plan Development

RECOMMENDATION: Receive staff and consultant update on the development of objectives for the draft fiscal responsibility and reliable water supply focused goals that are part of the District's next five-year strategic plan

- b.** 2024 Calendar of Marin Water Board and Committee Meetings

RECOMMENDATION: Approve the 2024 Calendar of Board and Committee Meetings

- 9. Future Board and Committee Meetings and Upcoming Agenda Items**

This schedule lists upcoming board and committee meetings as well as upcoming agenda items for the next month. The schedule is tentative and subject to change pending final publication and posting of the meeting agendas. (not numbered)

- a.** Upcoming Meetings

10. Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s)

Following announcement of Closed Session items and prior to recess into Closed Session, the public may speak up to three minutes on items to be addressed in Closed Session. The Board will convene to Closed Session in the Mt. Tam Conference Room after public comment.

a. Conference with Real Property Negotiators

(California Government Code 54956.7)

Property: Forbes Hill Reservoir, APN 010-261-02 (Lease 67)

Agency Negotiation: Ben Horenstein, General Manager

Negotiating Parties: Heather Tannehill-Plamondon, Executive Officer, MERA

Under Negotiation: Price and Terms of Payment

b. Conference with Real Property Negotiators

(California Government Code 54956.7)

Property: Lucas Valley Tank Site, APN 165-010-03 (Lease 61)

Agency Negotiation: Ben Horenstein, General Manager

Negotiating Parties: Greg Altomare, Market Manager SF Bay and So Bay, Spring Spectrum Realty Company, LLC

Under Negotiation: Price and Terms of Payment

Adjourn closed session and reconvene to open session in the Board Room and via Zoom.

11. Reconvene to Open Session; Closed Session Report Out

12. Adjournment (9:00 p.m. – Time Approximate)

ADA NOTICE AND HEARING-IMPAIRED PROVISIONS

In accordance with the Americans with Disabilities Act (ADA) and California Law, it is Marin Water's policy to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including those with disabilities. If you are an individual with a disability and require a copy of a public hearing notice, an agenda, and/or agenda packet in an appropriate alternative format, or if you require other accommodations, please contact the Board Secretary/ADA Coordinator at 415.945.1448, at least two business days in advance of the meeting. Advance notification will enable Marin Water to make reasonable arrangements to ensure accessibility.

Information agendas are available for review at the Civic Center Library, Corte Madera Library, Fairfax Library, Mill Valley Library, Marin Water Administration Building, and marinwater.org.

Posted: 12-01-2023



STAFF REPORT

Meeting Type: Board of Directors
Title: Minutes of the Board Directors’ Regular Meeting on November 7, 2023
From: Terrie Gillen, Board Secretary
Through: Ben Horenstein, General Manager
Meeting Date: December 5, 2023

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve the minutes of the Board of Directors’ Regular Meeting on November 7, 2023

SUMMARY: The Board of Directors held their regular bi-monthly meeting on November 7, 2023. The minutes of that meeting are attached.

DISCUSSION: None.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S):

- 1. Draft Minutes of the Board of Directors Meeting on November 7, 2023

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Communications & Public Affairs Department	 Terrie Gillen Board Secretary	 Ben Horenstein General Manager



NOTICE OF THE BOARD OF DIRECTORS REGULAR BI-MONTHLY MEETING

Tuesday, November 07, 2023 at 6:30 PM

MINUTES

LOCATIONS:

Open Session to start at or after 6:30 p.m.

Marin Water Board Room – 220 Nellen Avenue, Corte Madera, CA 94925

Public Participation:

The public may attend this meeting in-person or remotely using one of the following methods:

On a computer or smart device, go to: <https://us06web.zoom.us/j/88134852296>

By phone, dial: **1-669-444-9171** and use Webinar ID: **881 3485 2296**

AGENDA ITEMS:

1. Call to Order and Roll Call

President Monty Schmitt called the meeting to order at 6:30 p.m.

DIRECTORS PRESENT

Ranjiv Khush

Larry Russell (Arrived at 6:31 p.m.)

Matt Samson

Jed Smith

Monty Schmitt

2. Adoption of Agenda

A motion was made by Director Smith and seconded by Vice President Khush to adopt the agenda.

Voting Yea: Directors Khush, Samson, Smith, and Schmitt

Absent: Director Russell

3. Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s) - None.

4. Reconvene to Open Session; Closed Session Report Out - Not applicable.

5. Public Comment on Non-Agenda Matters

There were five (5) public comments.

6. Directors' and General Manager's Announcements

- Director Samson reported that he attended the Lagunitas Technical Advisory Committee (TAC) Meeting and thanked the Fisheries staff for their work.
- Vice President Khush reported that he attended the North Bay Watershed Association (NBWA) meeting with Director Russell, and reflected on the collaboration between academia and water agencies such as the current collaboration between the Sonoma County Water Agency and Sonoma State University.
- Director Smith highlighted agenda items discussed at the October 26th Finance & Administration Committee Meeting and reported on various topics that were discussed at the Sonoma Water Advisory Committee/Technical Advisory Committee (WAC/TAC), which he attended with Director Russell.
- Director Russell confirmed his attendance at both the Sonoma WAC/TAC meeting and NBWA meetings and elaborated on the topics discussed at those meetings.
- President Schmitt reported that he also attended the Lagunitas TAC meeting and recognized District staff for their work. He also shared that he attended the Marin County Parks Volunteer Appreciation Day with District staff.
- General Manager Ben Horenstein mentioned that he attended the California Water Reuse Conference, and that the topic of water recycling would be brought to the board at a future meeting.

7. Consent Items

- a. Minutes of the Board Directors' Regular Meeting on October 24, 2023
RECOMMENDATION: Approve the minutes of the Board of Directors' Regular Meeting on October 24, 2023
- b. Resolution Authorizing Lagunitas Creek Restoration Grant Funding from the California Department of Fish and Wildlife in the Amount of \$4,659,898 and Request to Fill Limited –Term Natural Resources Technician (Resolution No. 8758)
RECOMMENDATION: Approve a resolution authorizing acceptance of grant monies and authorizing the General Manager to sign a grant agreement with the State of California Department of Fish and Wildlife (CDFW), in the amount of \$4,659,898; Recruit and fill one fulltime limited-term Natural Resources Technician position within the Watershed Division, Fisheries Department to be funded through the CDFW grant; and Approve a budget increase to the Fisheries Department to fund one limited term Natural

Resources Technician and increase the District’s full time staff by one position for a two-year term to be reimbursed by the CDFW Grant

- c. Approve a Resolution Authorizing the General Manager to Enter into an Agreement for Lagunitas Creek Restoration Grant Funding from California Department of Water Resources in the amount of \$590,000 (Resolution No. 8759)

RECOMMENDATION: Approve a resolution authorizing the General Manager to accept grant funding and execute one or more agreements with the State of California Department of Water Resources (DWR) to receive grant funding in the amount of \$590,000 for the Lagunitas Creek Salmon Spawning Gravel Project

A motion was made by Vice President Khush and seconded by Director Smith to approve the Consent Calendar.

Voting Yea: Directors Khush, Russell, Samson, Smith, and Schmitt

There was one (1) public comment.

8. Regular Items

- a. Approval of Memorandum of Understanding with the Service Employees International Union (SEIU) Local 1021, Resolution to Revise the Terms and Conditions of Employment for Unrepresented Employees, Amendments to Employment Contracts for General Manager and General Counsel, Resolution Phasing Out the Payment of EPMC for Certain District Employees, and Updated Salary Schedule for all District Employees

RECOMMENDATION: Approve the following items:

- Tentatively agreed upon Memorandum of Understanding (MOU) with SEIU Local 1021, establishing the salaries and other terms and conditions of employment for represented employees through June 30, 2027
- Resolution establishing the salaries and other terms and conditions of employment for unrepresented management, mid-management and confidential employees through June 30, 2027 (Resolution No. 8760)
- Amendments to the Employment Contracts for the General Manager and General Counsel to align with certain of the changes to unrepresented employee terms and conditions of employment
- Resolution to phase out the Employer Paid Member Contribution (EMPC) (Resolution No. 8761)
- Updated salary schedule for all District employees

Human Resources Manager Vikkie Garay presented this item to the Board, highlighting agreed upon changes to the proposed MOU through the bargaining process.

Discussion followed.

On motion made by Director Samson and seconded by Director Smith, the Board approved all of the recommended items.

Voting Yea: Directors Khush, Russell, Samson, Smith, and Schmitt

There were two (2) public comments.

b. Wildfire Season Preparation Update

RECOMMENDATION: Receive staff update on wildfire preparedness and mitigation actions underway to prepare for the upcoming wildfire season

Watershed Resources Manager Shaun Horne presented this item. Discussion ensued.

There were four (4) public comments.

This was an information item. The Board did not take any formal action.

c. Award of Contract No. 2015 for Furnishing and Delivery of Welded Steel Pipe to Underground Republic Water Works (Resolution No. 8762)

RECOMMENDATION: Approve a resolution authorizing the General Manager to execute Contract No. 2015 with Underground Republic Water Works in the amount of \$1,292,427.50

Acting Engineering Director Alex Anaya introduced this item and Associate Engineer Zak Talbot, who presented this item.

Discussion followed.

There were no public comments.

9. Future Board and Committee Meetings and Upcoming Agenda Items

a. Upcoming Meetings

The board secretary reported on upcoming internal and external meetings.

There were no public comments.

This was an information item. There were no formal actions taken by the Board.

10. Announcement of Closed Session Item(s); Public Comments on Closed Session Item(s) - None.

11. Reconvene to Open Session; Closed Session Report Out - Not applicable.

12. Adjournment

There being no further business, the Board of Directors' Regular Bi-Monthly Meeting on November 11, 2023, adjourned at 8:06 p.m.

Board Secretary

DRAFT



STAFF REPORT

Meeting Type: Board of Directors Meeting
Title: Lease Termination Agreement with American Tower Corporation
From: Molly MacLean, General Counsel
Through: Ben Horenstein, General Manager
Meeting Date: December 5, 2023

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve Lease Termination Agreement with American Tower Corporation for the Mt. Tamalpais Telecommunications Facility

SUMMARY: As part of re-licensing the Mt. Tamalpais Telecommunications Facility to a new operator in August 2022, the District needs formally to terminate the prior lease with American Tower Corporation (ATC), which calls for the buy-out of equipment and facilities by the District. Staff has negotiated a Lease Termination Agreement with the prior Tenant, ATC, which includes full acquisition of all of ATC’s equipment and facilities on the site for \$97,000, as well as full release from ATC in favor of the District.

DISCUSSION: In 1979, the District entered into a lease agreement for the Mount Tamalpais Communications Site (“Lease”) with Watson Communication Systems, Inc. and Television Communications, Inc., which was subsequently assigned to ATC, for the purpose of allowing construction of a communications facility on the middle peak of Mt Tamalpais (“Site”) that would then be subleased to multiple users. In March 2022, prior to expiration of the lease with ATC, the District released a Request for Proposals for a new site operator, which led to award of a new license agreement to EIP Holdings, II, LLC on August 17, 2022 for operation of the Mt. Tamalpais Telecommunications Facility. The prior ATC lease contained a provision for the District to purchase the telecommunications facility and equipment at the end of the lease term. Staff has negotiated a Lease Termination Agreement with ATC, which includes a full release for the District with a payout or purchase price of \$97,000. The proposed Lease Termination Agreement includes the following provisions:

- The District will pay a total of \$97,000 for all of ATC’s equipment and facilities at the Mt. Tamalpais Telecommunications Facility, including the main tower and building, a combiner tower system still in use, and a 150 KW Generac Model SD150 generator installed at the site in 2018.

- Representations from ATC as to payment of all past due amounts and an assignment of all amounts paid following the Lease termination date.
- A free and clear transfer of all the above equipment and any other equipment remaining on the site.
- A full release of any future claims against the District.



Staff recommends the Board approve the proposed Lease Termination Agreement with ATC and authorize the General Manager to execute the agreement and make the required acquisition payment.

ENVIRONMENTAL REVIEW: Staff finds that this proposed Lease Termination Agreement will have no impact on the environment given that the facilities are already existing and in place and therefor the approval is not subject to further review under the California Environmental Quality Act.

FISCAL IMPACT: The total acquisition cost for the existing facilities is \$97,000, which will be more than offset by the ongoing revenue stream under the new license agreement for operation of the site.

ATTACHMENT(S):

1. Proposed Lease Termination Agreement with ATC

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
General Counsel's Office		
	<p>Molly MacLean General Counsel</p>	<p>Ben Horenstein General Manager</p>

LEASE TERMINATION AND RELEASE AGREEMENT

THIS LEASE TERMINATION AND RELEASE AGREEMENT (this "Agreement"), dated as of _____ 2023 ("Effective Date"), is entered into by and between the Marin Municipal Water District (the "District") and American Towers LLC, a Delaware limited liability company ("ATC"). Each of District and ATC shall be referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. The District and ATC (as the successor in interest to Watson Communications Systems Inc. and Television Communications, Inc.) were parties to that certain Lease - Mount Tamalpais Communications Site dated as of July 27, 1979 (the "Original Lease"), as amended by that certain First Amendment, dated as of May 2, 2003, Second Amendment, dated as of July 8, 2005, Third Amendment, dated as of January 13, 2020, and Fourth Amendment, dated as February 16, 2021, which expired as of August 30, 2022 (the "Termination Date") in accordance with its terms (collectively, the "Lease") for the Mount Tamalpais Communications Site (the "Site") comprising a portion of District's real property generally located on the middle and west peaks of Mt. Tamalpais, in Marin County, California, Assessor's Parcel Numbers 197-120-21 and 197-120-40 ("Property"), pursuant to which, the District leased a portion of the Property (such portion, as more particularly described in the Lease, the "Premises") to ATC for the installation, construction, operation, maintenance, repair, and use of a telecommunications facility and related improvements and equipment, including, without limitation, any tower foundation components, together with any utility facilities, lines, equipment, conduit, and related infrastructure and access, ingress, and egress improvements, roads, ways, and drives located on, in, or at the Site which serve and benefit the Premises (collectively, the "Telecommunications Facility")

B. Pursuant to the terms of the Lease, ATC subleased portions of the Site for use by third parties (the "Existing Users").

C. Pursuant to the Section 18 of the Original Lease, upon the expiration of the Lease, the District is permitted to purchase the Telecommunications Facility from ATC.

D. The District and ATC desire to enter into this Agreement in order to document the Lease termination and the conveyance of the Telecommunications Facility to the District in accordance with the Lease.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree that the foregoing recitals are true and correct and incorporated herein by this reference, and further agree as follows:

AGREEMENT

1. Termination of Lease. The District and ATC hereby agree that the Lease expired upon the Termination Date and is of no further force or effect.

2. Additional Revenue, Post-Termination Rent:

a. To the best of its knowledge, ATC has paid to the District, as of the Effective Date, any and all of the District's revenue share under the Lease any and all deposits, prepaid rent or other amounts received by ATC on or before the Termination Date which amounts are applicable to the Existing Users.

b. To the extent that any further revenue is received by ATC in connection with the Site, including but not limited to, any late payments or rent, after the Effective Date of this Agreement, then ATC shall remit any and all amounts due to the District within a commercially reasonable amount of time after receipt by ATC.

c. ATC shall reasonably cooperate in the assignment and transfer of any and all rental or other payments paid by any Existing User to ATC as consideration for continued occupancy following the Termination Date ("Post-Termination Rent"), and shall pay the Post Termination Rent amounts actually received by ATC within a commercially reasonable amount of time, and without deduction or offset to the following individual:

EIP Holdings II, LLC
Attention: Mike Wilding, Controller
Two Allegheny Center | Nova Tower 2 | Suite 1002
Pittsburgh, PA 15212
Office: (412) 489-0295
Mike.Wilding@EverestInfrastructure.com

2. District Buy-Out of Improvements: In accordance with Section 18 of the Original Lease, the District agrees to purchase the Telecommunications Facility, along with certain of the improvements on the Site, the specific components of which as more specifically described in the Bill of Sale, at Exhibit A, attached hereto and incorporated herein (hereinafter, the "Improvements").

a. Within fifteen (15) business days following the Effective Date and in conjunction with the delivery of those documents listed and identified in Section 3 below, the District shall deliver to ATC a one-time payment in the amount of Ninety-Seven Thousand and No/100 Dollars (\$97,000.00) as total consideration for purchase of the Improvements ("Buy-Out Amount").

b. In exchange for payment of the Buy-Out Amount to be paid by the District, ATC hereby warrants, covenants, agrees and accepts that upon receipt of the Buy-Out Amount and delivery of the Bill of Sale: (i) ATC shall have no ownership, leasehold, or other possessory interest in the Improvements or any other improvements, equipment, facilities, or appurtenances in place or otherwise located upon the Site or the Property; (ii) the Improvements, and all other improvements, equipment or other fixtures or appurtenances on the Site, excepting those expressly owned Existing Users, shall be free and clear from any and all liens, restrictions, mortgages, covenants, conditions or easements; (iii) ATC abandons in place and relinquishes any and all claims for any property of any nature on the Site or the Property; (iv) ATC accepts the Buy-Out Amount in full satisfaction of any and all payments to which it may be entitled under the Lease and relinquishes any and all claims for further payments pursuant to or in connection with the Lease; and (v) ATC waives any and all lien rights it may have, statutory or otherwise concerning the Improvements or other improvements on the Site or the Property or any portion thereof.

3. Deliverables. Concurrently with the execution of this Agreement, the Parties shall execute a duly executed bill of sale for the Improvements in the form attached thereto as Exhibit A ("Bill of Sale").

a. Satisfaction of Tax Obligations. ATC shall pay before delinquency all taxes, assessments, license fees, and other charges that are levied and assessed against ATC's personal property or possessor interest subject to real property taxes upon or incident to its occupancy and management of the Site up to and including the Termination Date as required by Section 14 of the Original Lease.

4. Release of Liability. Except as otherwise expressly set forth in this Agreement and subject to the payment obligations of District as set forth in Section 2 above, and other obligations hereunder, each Party hereby acknowledges and confirms that from and after the Termination Date, no Party shall have any further obligations to any other Party arising from or related to the Lease as set forth below:

a. ATC's Release. Upon the completion of actions as set forth in this Agreement, ATC, on behalf of itself and its shareholders, owners and assigns, and all past, present, and future officers, directors, principals, agents, administrators, employees, representatives, associates, affiliates, successors, assigns, representatives, subsidiaries, parent companies, insurance companies, and attorneys, agree to, and hereby do, release, remise and forever discharge District and its past, present, and future shareholders, owners and assigns, and all past, present, and future officers, directors, principals, agents, administrators, employees, representatives, associates, affiliates, successors, assigns, representatives, subsidiaries, parent companies, insurance companies, and attorneys, of and from any and all rights, claims, demands, causes of action, suits, debts, liens, contracts, agreements, promises, liabilities, defenses, claims for subrogation, contribution, or indemnity (express or implied), set-offs, recoupments, attorneys' fees, costs, and expenses, for property damage of every type and nature whatsoever, which they now have, could have had, or may hereafter have, which have or

may have arisen, or may in the future arise, based upon, arising out of, or relating in any way to the Lease.

b. District's Release. Upon the completion of actions as set forth in this Agreement, District, on behalf of itself and its respective shareholders, owners and assigns, and all past, present, and future officers, directors, principals, agents, administrators, employees, representatives, associates, affiliates, successors, assigns, representatives, subsidiaries, parent companies, insurance companies, and attorneys, agree to, and hereby do, release, remise and forever discharge ATC and its shareholders, owners and assigns, and all past, present, and future officers, directors, principals, agents, administrators, employees, representatives, associates, affiliates, successors, assigns, representatives, subsidiaries, parent companies, insurance companies, and attorneys, of and from any and all rights, claims, demands, causes of action, suits, debts, liens, contracts, agreements, promises, liabilities, defenses, claims for subrogation, contribution, or indemnity (express or implied), set-offs, recoupments, attorneys' fees, costs, and expenses, of every type and nature whatsoever, which they now have, could have had, or may hereafter have, which have or may have arisen, or may in the future arise, based upon, arising out of, or relating in any way to the Lease, the use and occupancy of the Premises or any other portions of the Site, and/or the construction, installation, design, condition, maintenance, repair, operation and/or use of the Telecommunications Facility.

5. Waiver of California Civil Code Section 1542. That as further consideration and inducement for this compromised settlement, the Parties hereby knowingly waive any and all rights that they may have under the provisions of California Civil Code §1542 concerning the Lease, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties understand and agree that this release extends and applies to all unknown, unanticipated, and unsuspected injuries and damages arising from the Lease, as well as those which are now disclosed, and further affirms that they have affixed their signature hereto voluntarily and of their own free will and accord.

6. Notice.

a. Notices related to this Agreement shall be sent in writing to the following addresses, unless another address is provided in writing:

If to the District:

Marin Municipal Water District
Attn; Real Property Section
220 Nellen Avenue
Corte Madera, CA 94925
Attention: General Counsel
Phone: (415) 945-1440

If to ATC:

American Towers LLC
c/o American Tower Corporation
Attn: Landlord Relations
10 Presidential Way
Woburn, Massachusetts 01801
Phone: (781) 926-4500

b. Notice deemed given as indicated:

- (i) by personal delivery, when delivered personally;
- (ii) by overnight courier, upon written verification of receipt; or
- (iii) by certified or registered mail with return receipt requested, upon verification of receipt.

7. Authority. Each Party represents, warrants and agrees that its respective execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement and each Party is duly organized, validly existing and in good standing and has the right, power, and authority or capacity, as applicable, to enter into this Agreement and bind itself hereto through the Party or individual set forth as signatory for the Party below and further that no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery of this Agreement to the other Party.

8. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of ATC and District and their respective successors and permitted assigns.

9. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed as original, but all of which together shall constitute one and the same agreement. Electronic signatures shall be deemed original.

10. Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California, without regard to principles of conflicts of laws. The Parties consent to the jurisdiction of the superior court in located in Marin County, California and agree that it shall be the sole and proper venue for resolution of any disputes that may arise under this Agreement.

11. Severability. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

12. No Third Party Beneficiaries. This Agreement is solely for the benefit of ATC and District and their successors and permitted assigns and no right or cause of action shall accrue by reason hereof for the benefit of any third party not a party hereto.

13. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all negotiations, prior discussions and prior agreements and understandings relating to such subject matter.

In witness whereof, the Parties have caused this Agreement to be executed and delivered as of the day and year first written above.

MARIN MUNICIPAL WATER DISTRICT

By: _____
Ben Horenstein, District General Manager

AMERICAN TOWERS LLC

By: Jennifer Bernazani-Ludlum
Name: Jennifer Bernazani-Ludlum
Title: Senior Counsel

11/1/2023



STAFF REPORT

Meeting Type: Board of Directors

Title: Reimbursement Agreement for Muir Beach Feasibility Study with County of Marin

From: Alex Anaya, Acting Director of Engineering

Through: Ben Horenstein, General Manager

Meeting Date: December 5, 2023

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve and authorize Board President to execute MA-6252, a reimbursement agreement with the County of Marin for the Muir Beach Feasibility Study not exceed \$85,000

SUMMARY: The County of Marin has been awarded a Federal Lands Access Program (FLAP) grant from the Federal Highway Administration to conduct corridor improvements along Frank Valley Road starting at Muir Woods National Park and continuing to Highway 1 ending at the community of Muir Beach. SB552 requires counties to look at possible solutions for small water systems and domestic wells within the county. The County would like to evaluate the feasibility of installing water supply facilities from the District’s system to serve the community of Muir Beach ahead of the County’s roadway project. The District has offered to support the County by managing the feasibility study under the oversight of the County, given the District’s experience and expertise in water pipeline construction projects. Under this proposed reimbursement agreement, the County will reimburse the District for all costs associated with the study. The County of Marin will be taking the proposed reimbursement agreement to the Board of Supervisors for approval on December 5, 2023.

DISCUSSION: The County of Marin has been awarded a Federal Lands Access Program (FLAP) grant from the Federal Highway Administration to conduct corridor improvements along Frank Valley Road starting at Muir Woods National Park and continuing to Highway 1 ending at the community of Muir Beach. As part of this project, the County will resurface the roadway along this portion of Frank Valley Road. This award is contingent on the corridor improvements starting no later than April 2026.

Currently the community of Muir Beach receives water service from Muir Beach CSD from existing groundwater wells. SB552 requires counties to look at possible solutions for small water systems and domestic wells within the county. The County would like to evaluate the feasibility of installing water supply facilities from the District’s system to serve the community of Muir Beach ahead of the County’s roadway project.

This feasibility study will be used to inform the County and Muir Beach CSD as to the competitiveness for federal grants to fund the cost of a potential new pipeline that would connect the District’s water supply to Muir Beach CSD. This feasibility study will be limited to an engineering review of the physical feasibility, proposed alignment and costs estimates of constructing a new water service line. The feasibility study will not include any evaluation of legal and jurisdictional issues involved in providing water service from District facilities to Muir Beach; right of way and access rights necessary to complete any construction; environmental review and analysis necessary for any such project, all of which remains future work necessary for any final project.



Given the District’s experience and expertise in water pipeline construction projects, the District has offered to support the County by managing the feasibility study under the oversight of the County. Under the proposed reimbursement agreement, the County will reimburse the District for all costs associated with the study. The County of Marin will be taking the proposed reimbursement agreement to the Board of Supervisors for approval on December 5, 2023.

ENVIRONMENTAL REVIEW: The proposed reimbursement agreement will only fund a feasibility study to review the engineering components of a possible future project and is therefore not subject to environmental review pursuant to Section 15262 of California Environmental Quality Act (CEQA) Guidelines. Further consideration under CEQA will be necessary prior to any project approval.

FISCAL IMPACT: None.

ATTACHMENT(S):

- 1. Draft Reimbursement Agreement

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 <hr/> Alex Anaya Acting Engineering Director	 <hr/> Ben Horenstein General Manager

**REIMBURSEMENT AGREEMENT BETWEEN
THE COUNTY OF MARIN AND MARIN MUNICIPAL WATER DISTRICT
FOR THE MUIR BEACH FEASIBILITY STUDY**

THIS AGREEMENT is made and entered into this ____ day of _____ 2023, by and between the COUNTY OF MARIN, hereinafter referred to as “COUNTY”, and the MARIN MUNICIPAL WATER DISTRICT, hereinafter referred to as “MMWD”, both located in the State of California, collectively the “PARTIES”;

For good and valuable consideration, the PARTIES agree as follows:

SECTION 1: RECITALS.

- A.** COUNTY plans to conduct corridor improvements along Frank Valley Road starting at Muir Woods National Park and continuing to the Highway 1 ending at the community of Muir Beach, hereinafter the “ROADWAY PROJECT”;
- B.** As part of the ROADWAY PROJECT the COUNTY will resurface the roadway along this identified portion of Frank Valley Road;
- C.** COUNTY and MMWD would like to evaluate the feasibility of installing water supply facilities from MMWD’s system ahead of the ROADWAY PROJECT, hereinafter the “FEASIBILITY STUDY”;
- D.** The community of Muir Beach currently receive water service from the Muir Beach Community Services District (“Muir Beach CSD”) from existing groundwater wells;
- E.** SB 552 requires counties to look at possible solutions for small water systems and domestic wells within the county, and the FEASIBILITY STUDY will evaluate the feasibility of installation of a water service line from MMWD facilities to serve the community of Muir Beach;
- F.** This FEASIBILITY STUDY will be limited to an engineering review of the physical feasibility, proposed alignment and costs estimates of constructing a new water service line, but will not include any evaluation of the legal and jurisdictional issues involved in providing water service from MMWD facilities to Muir Beach, the real property and access rights necessary to complete any construction, nor the environmental review and analysis necessary for such project, all of which would remain future work needed for any final project;
- G.** The FEASIBILITY STUDY will be used to inform the County and Muir Beach CSD as to the competitiveness for federal grants to fund the cost of a potential new pipeline that would connect MMWD water supply to Muir Beach CSD;
- H.** MMWD has agreed to support the County and manage the FEASIBILITY STUDY, under the oversight of the County, given MMWD experience and expertise in water pipeline construction projects; and

- I. COUNTY and MMWD wish to enter into this AGREEMENT to clarify the costs associated with the management and administration of the FEASIBILITY STUDY.

SECTION 2: PROJECT COORDINATION

- A. All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and given by personal delivery, or deposited with the United States Postal Service, postage prepaid, addressed to the parties named in this Section. Notice shall be deemed given as of the date of personal delivery, or if mailed, upon the date of deposit with the United States Postal Service.

To: MMWD
Elysha Irish
Marin Municipal Water District
220 Nellen Avenue
Corte Madera, CA 94925

To: COUNTY
Rosemarie Gaglione
County of Marin – DPW
3501 Civic Center Drive Ste 304
San Rafael, CA 94913-4186

- B. MMWD. The General Manager shall be the representative of MMWD for all purposes under this AGREEMENT. Elysha Irish is hereby designated as the Project Director for MMWD. MMWD's Project Director shall be responsible for all aspects of the progress and execution of this AGREEMENT on behalf of MMWD.
- C. COUNTY. The Public Works Director shall be the representative of COUNTY for all purposes under this AGREEMENT. Rosemarie Gaglione, the Public Works Director, is hereby designated as the Project Director for COUNTY. COUNTY's Project Director shall be responsible for all aspects of the progress and execution of this AGREEMENT on behalf of COUNTY.
- D. The Public Works Director is hereby declared to be the authorized COUNTY representative in administering this AGREEMENT. The MMWD General Manager is hereby declared to be the authorized MMWD representative in administering this AGREEMENT. Either Party may change its designated representative by providing written notice of the same to the other Party.

SECTION 3: SCOPE OF AGREEMENT

- A. The PARTIES acknowledge and agree that the sole purpose of this AGREEMENT is to set forth the PARTIES responsibilities regarding the management and administration of the FEASIBILITY STUDY and to set forth the amount that COUNTY will reimburse MMWD for its costs associated with the management and administration of the FEASIBILITY STUDY.
- B. The PARTIES agree that the services needed for the management and administration of the FEASIBILITY STUDY include the tasks set forth below:
1. Project management services of FEASIBILITY STUDY; and
 2. CONSULTANT payment for FEASIBILITY STUDY;

- C. The PARTIES agree that the FEASIBILITY STUDY will become the property of the COUNTY at completion.

SECTION 4: Duties of MMWD

- A. MMWD will solicit quotes from qualified engineering firms (CONSULTANT) to perform the FEASIBILITY STUDY and oversee the preparation of a draft scope of work for the FEASIBILITY STUDY. Prior to executing a professional services agreement with the CONSULTANT for the FEASIBILITY STUDY, MMWD will consult with COUNTY to permit COUNTY to make any revisions to the scope of work. if needed.
- B. MMWD shall provide project management for the FEASIBILITY STUDY and use MMWD Staff expertise and knowledge of MMWD's system to work with CONSULTANT on the FEASIBILITY STUDY. MMWD shall require CONSULTANT to provide MMWD with progress payments and applicable insurance for the FEASIBILITY STUDY, all in accordance with the terms and conditions of a professional services agreement with CONSULTANT in accordance with MMWD's standard requirements.
- C. MMWD shall pay CONSULTANT for the FEASIBILITY STUDY in accordance with the hourly rate schedule per task and scope of work. No extra work on the FEASIBILITY STUDY outside the funding identified herein will be authorized by MMWD without prior written approval of COUNTY. Any request for approved extra work shall be sent to the COUNTY's Project Manager, Rosemarie Gaglione.
- D. MMWD or its representative, shall be responsible for managing the FEASIBILITY STUDY and ensuring the CONSULTANT performs the scope of work.
- E. MMWD shall require CONSULTANT to name COUNTY as an additional insured on all insurance required to be obtained including but not limited to CONSULTANT general liability and shall require that CONSULTANT indemnify COUNTY to the same extent as MMWD under the FEASIBILITY STUDY agreement.
- F. MMWD shall be responsible for the Project Administration of the FEASIBILITY STUDY. These services shall include: progress payment and schedule review, claims negotiation, meeting attendance, project reports, project documentation, ensuring CONSULTANT'S performance under the agreement, and overall project administration.
- G. MMWD shall provide COUNTY status updates and other information needed to facilitate the completion of the FEASIBILITY STUDY on a weekly or an "as needed" basis.
- H. MMWD shall prepare and submit to COUNTY invoices for CONSULTANT costs associated with the FEASIBILITY STUDY on a monthly basis.
- I. At the completion of the FEASIBILITY STUDY, MMWD shall prepare and submit invoice to COUNTY for consultant costs associated with the administration of the FEASIBILITY STUDY and provide COUNTY with a copy of the final FEASIBILITY STUDY.

SECTION 5: Duties of COUNTY

- A.** COUNTY shall reimburse MMWD for the FEASIBILITY STUDY costs in accordance with the hourly rate schedule per task and scope of work approved and authorized in writing by COUNTY for a total cost not to exceed seventy-five thousand dollars (\$75,000). COUNTY shall also reimburse MMWD for any extra or changed work authorized by advanced written notice from COUNTY'S Project Manager in an amount not to exceed ten thousand dollars (\$10,000) for a total potential reimbursement not to exceed eighty-five thousand dollars (\$85,000). COUNTY shall review MMWD progress payment estimates and provide MMWD written notice approving or disapproving each progress payment estimate related to the FEASIBILITY STUDY within 14 calendar days of COUNTY receiving each progress payment estimate from MMWD. COUNTY will remit payment to MMWD within 21 calendar days following its approval of a FEASIBILITY STUDY progress payment.
- B.** COUNTY shall review MMWD's recommendation for any change orders for extra work and provide MMWD a written notice of approval or disapproval of extra work within five (5) days of receiving each request if the change order for extra work does not exceed the amounts agreed to herein. If any request for change order exceeds the amounts herein, the parties will be required to do an amendment to this agreement.

SECTION 6: Miscellaneous Terms

- A.** Term of AGREEMENT: This AGREEMENT shall terminate upon COUNTY acceptance of the completed FEASIBILITY STUDY, provided that COUNTY reimbursement and MMWD and COUNTY indemnification duties shall continue following the end of such term.
- B.** Termination: This AGREEMENT may be terminated, for cause, by either Party, upon thirty (30) calendar days advance written notice to the other Party following the notified Party's failure to cure or correct the cause of termination notice, within thirty (30) calendar days receipt of that notice.
- C.** Amendment and Merger: This AGREEMENT contains all the terms and conditions made between the parties to this AGREEMENT and may only be modified by written AGREEMENT signed by all the parties to this AGREEMENT or their respective successors in interest. This writing is intended both as a final expression of the AGREEMENT between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of this AGREEMENT. No modification of this AGREEMENT shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- D.** Agreement Binding: The terms and provisions of this AGREEMENT shall extend to and be binding upon and inure to the benefit of the heirs, executors, and administrators or to any approved successor, as well as to any assignee or legal successor to any PARTIES to this AGREEMENT.
- E.** Cooperation: The PARTIES pledge cooperation during the term of this AGREEMENT.

- F. No Third-Party Beneficiaries:** Nothing contained in this AGREEMENT shall be construed to create and the PARTIES do not intend to create any rights in third parties.
- G. Severability:** If any term, covenant or condition of this AGREEMENT or the application thereof to any person or circumstance is determined to be invalid or unenforceable, the remainder of this AGREEMENT or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.
- H. No Waiver:** The waiver by either of the PARTIES of any default under this AGREEMENT shall not operate as a waiver of any subsequent breach of the same or any other provision of this AGREEMENT.
- I. Time is of the Essence:** Time is of the essence with respect to the performance of every provision of this AGREEMENT for which time or performance is a factor. PARTIES agree to adhere to all deadlines stated in the approved project specifications.
- J. Mediation:** Any dispute or claim in law or equity between the COUNTY and MMWD arising out of this AGREEMENT, if not resolved by informal negotiation between the PARTIES, shall be mediated. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution. If mediation is unsuccessful, the PARTIES may avail themselves of any other remedies.
- K. Applicable Law:** This AGREEMENT shall be construed and enforced in accordance with the laws of the State of California.
- L. No Presumption Regarding Drafter:** The PARTIES acknowledge and agree that the terms and provisions of this AGREEMENT have been negotiated and discussed between the PARTIES and their attorneys, and this AGREEMENT reflects their mutual AGREEMENT regarding the same. Because of the nature of the negotiations, and discussions it would be inappropriate to deem any Party to be the drafter of this AGREEMENT. Therefore, no presumption for or against validity, or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this AGREEMENT.
- M. Assistance of Counsel:** Each Party to this AGREEMENT warrants as follows:
- a. That each Party had the assistance of counsel in the negotiation for, and the execution of, this AGREEMENT and all related documents; and
 - b. That each Party has lawfully authorized the execution of this AGREEMENT.
- N. Section Headings:** The section headings contained in this AGREEMENT are for convenience and identification only and shall not be deemed to limit or define the contents of the sections to which they relate.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT by their duly authorized officers as of the day and year first above written.

MARIN COUNTY BOARD
OF SUPERVISORS

MARIN MUNICIPAL WATER DISTRICT

President, Board of Supervisors

Board President

ATTEST:

ATTEST:

By: _____
Deputy Clerk

By: _____
Board Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
County Counsel

By: _____
General Counsel



STAFF REPORT

Meeting Type: Board of Directors
Title: Strategic Plan Development
From: Adriane Mertens, Communications & Public Affairs Manager *Am*
Through: Ben Horenstein, General Manager *BH*
Meeting Date: December 5, 2023

TYPE OF ACTION: Action X Information Review and Refer

RECOMMENDATION: Receive staff and consultant update on the development of objectives for the draft fiscal responsibility and reliable water supply focused goals that are part of the District’s next five-year strategic plan

SUMMARY: Continuing with its five-year strategic planning process, staff and the District’s consultant will present draft objectives for two more goals of the plan: Goal one, the reliable water supply-focused goal: “Provide a high quality, reliable and resilient water supply now and for the future;” and goal four, the fiscal responsibility-focused goal: “Judiciously protect and manage ratepayer funds and other financial resources to maximize efficiency, effectiveness, and affordability.”

DISCUSSION: The District is currently engaged in the development of a strategic plan to lay out the goals and objectives the organization intends to accomplish over the next five-year period, FY 2025 – FY 2030. To help with guiding development of the strategic plan, the District has contracted with The Catalyst Group, Inc.

At a Board of Directors Meeting on September 19, 2023, The Catalyst Group led the Board through evaluation of the District’s vision, mission and values statements, which will set the framework for a new Strategic Plan. During the meeting, the Board provided further input into the development of the vision, mission and values statements, which will continue to be refined to be included with the adoption of the new strategic plan.

At a Board of Directors Meeting on October 24, 2023, The Catalyst Group provided potential draft strategic plan goals developed based on prior input from the Board and staff. The Board provided input on the plan goals, which describe the outcomes the District will work toward achieving to fulfill its mission. The goals have been divided into five major focus areas:

- 1) Reliable water supply
- 2) Resilient Water System

- 3) Watershed Stewardship
- 4) Fiscal Responsibility
- 5) Organizational Excellence

The current step of the strategic plan development process involves refining the goal statements and identifying specific objectives for each of the five goal areas. The objectives describe the District's strategic initiatives and measures that will be critical to the organizational strategy for achieving each goal. Each of the five draft goal areas are being presented over a series of board meetings. Goal three, the watershed stewardship-focused goal, was presented at a Board of Directors Meeting on November 27, 2023. Goal areas one, reliable water supply, and four, fiscal responsibility, will be presented next.

During the presentation, members of The Catalyst Group will provide a brief update on the strategic planning process to date, and the Water Resources Director and the Finance and Administration Director will present the draft goal statements and associated objectives for goal area number one, reliable water supply, and goal area four, fiscal responsibility.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S):

1. Draft Strategic Plan Goal 1 – Reliable Water Supply
2. Draft Strategic Plan Goal 4 – Fiscal Responsibility

GOAL 1: Reliable Water Supply

Provide a high quality, reliable and resilient water supply now and for the future.

Marin Water is responsible for ensuring that clean potable water is delivered to our customers whenever they may need it.

In 2021, this service was threatened when the District was faced with the real possibility that with continued drought conditions, the water supply would be exhausted within months. Coming out of that experience and looking forward with awareness that future climate conditions are anticipated to lead to longer and warmer dry periods followed by periods of intense precipitation, Marin Water’s Board of Directors adopted the District’s Water Supply Roadmap in February 2023, laying out strategies for drought proofing the water supply in response to these changing conditions. The Roadmap was designed to build on the District’s existing water supply as a baseline and identifies and prioritizes water supply projects that together will improve the reliability and resiliency of the supply.

In tandem, the District recognizes the importance of expanding its industry-leading conservation programs in collaboration with customers to maximize efficient water use. During and following the drought, Marin Water customers recorded some of the best water-savings levels in the state and its vital that the District seek opportunities to build on this momentum as it plays an important role in the District’s water supply portfolio.

This Water Supply Reliability goal captures the District’s commitment to Marin Water customers to manage the existing high quality water supply our customers rely on today and to develop additional water resources to provide a reliable and resilient water supply capable of providing water through future droughts.

Five-Year Objectives:

Objective 1 - Reduce Potable Water Use

The District will reduce water use and water waste by 800 AF in the next five years to conserve our resources and ensure that the District meets or exceeds the statewide indoor residential per capita water use target of 47 gallons per capita (R-GPCD) by 2025 and is on track to meet the 2030 standard of 42 (R-GPCD), along with the annual water loss target of 28.5 gallons per connection per day.

- Identify and implement water efficiency concepts and strategies in the Water Efficiency Master Plan to achieve short-term and long-term goals.
- Enhance incentives, education and outreach to our customers that effectively reduce water use.

- Optimize and implement the District’s water loss control and leak detection program using most current industry practices, leveraging innovative technologies.
- Participate in and support the development of regulations and legislation that drive water efficiency through participation in industry associations.
- Identify opportunities for partnerships in testing new technologies or theories to reduce water use.
- Review a range of policy options to further advance water efficiency.

Objective 2 –Augment Existing Water Supply

The District will fully Implement the Strategic Water Supply Roadmap’s short-term actions and make progress on long-term, cost-effective projects to meet demand during a four-year drought with no more than 25 percent mandatory conservation (Water Shortage Contingency Plan Stage 3).

- Fully Implement the Strategic Water Supply Roadmap’s short-term actions to augment the water supply by increasing resilience by up to 2,700 acre feet (AF):
 - Complete electrification of Soulajule Pump Station - 420 AFY
 - Complete Phoenix to Bon Tempe pumping - 260 AFY
 - Complete Optimization of Sonoma Water Supply - 2,000 AFY
 - Complete Stream release automation
- Achieve significant progress on implementation of Water Supply Roadmap long-term projects:
 - Select the preferred Marin-Sonoma Regional Water Conveyance project alternative and begin the next steps.
 - Select the preferred Local Storage Improvement project alternative and begin the next steps.

Objective 3 – Preserve and Enhance Existing Water Supply

The District will strive to ensure continued access to supplemental water from Sonoma which can account for approximately 25% of annual potable water demand.

- Renew agreement with Sonoma Water to ensure continued access to supplemental water supply
- Enhance relationship with Sonoma Water and contractors to develop regional support for water supply projects
- Support the process for development of a New Eel-Russian Facility, which advances a regional solution for preserving flows and fisheries in the Russian River and improving Eel River fisheries.

Objective 4 – Provide High-Quality Water to Customers

The District will manage our water system to ensure water quality is protected from the source to our customers.

- Develop Reservoir Management Plans for Alpine, Bon Tempe, Kent, Nicasio and Soulajule that include water quality objectives and algae management strategies.

- Review and research water treatment options for removal of taste and odors in drinking water as well as other improvements to water quality.
- Ensure that the Water Quality lab is accredited to the latest TNI accreditation standard for compliance analyses.
- Participate in the development of regulations that are appropriately protective of public health and the environment through participation with industry groups and associations.

GOAL 4: Fiscal Responsibility

Judiciously manage customer revenue and other financial resources for operating, maintaining and upgrading the water system today and in preparation for the future.

As a public agency, all revenues received by Marin Water are reinvested into the water system, and customer water rates are the primary source of Marin Water’s revenue, providing 95 percent of the District’s funding. With a relatively small and stable ratepayer base, it is especially imperative for the District to prioritize financial stability and cost-effective operations in order to maximize the value of local ratepayer funds.

Five-Year Objectives

Objective 1 - Financial Stability

The District will utilize reserves and invest in infrastructure in a consistent and predictable manner to minimize the rate impact on customers when unforeseen events occur.

- Establish stabilization reserves to mitigate annual revenue fluctuations.
- Support development of a long-term capital improvement program that ensures an appropriate and stable level of investment.
- Regularly update fees, rents and other non-rate revenues to maintain pace with inflation.

Objective 2 - Fair and Proportional Rates

Under the legal framework of Proposition 218, the District will continuously evaluate the effectiveness of the rate structure to ensure it produces sufficient revenue while maintaining a balance of affordability and proportionality.

- Conduct a connection fee study to fully capture the cost of current and future infrastructure needs.
- Develop new customer outreach efforts to connect qualifying customers to the District’s low-income discount program.
- As part of the 2027 rate setting process, conduct a cost-of-service study to ensure charges are proportional and reflective of current demand trends.
- Implement a robust outreach plan throughout the 2027 rate-setting process to inform customers about proposed changes.
-

Objective 3 - Cost-Effective Business Processes

The District will implement operational practices that increase efficiencies to maximize the value of ratepayer revenues.

- Update the enterprise resource planning system (SAP) to streamline routine processes and provide improved data analytics.

- Evaluate opportunities to improve business practices, utilize new technologies and leverage external resources to improve operational efficiencies.
- Minimize the cost of financing by maintaining very high (AA or better) credit quality rating.
- Increase customer use of online bill payments and electronic payments, through new outreach efforts, to reduce banking and printing costs.
- Streamline the application process for discount programs and leak adjustments.

Objective 4 - Reduced Financial Impacts on Ratepayers

The District will seek out alternative revenue sources to lessen the impact of future rate increases on customers.

- Pursue Water Resources Development Act (WRDA) funding for water storage improvement projects.
- Utilize bond funding to spread infrastructure funding costs over time.
- Develop and secure grants from state and federal agencies to increase the District’s capacity to advance key initiatives
- Obtain Water Infrastructure Finance and Innovation Act (WIFIA) program loans to maximize financial flexibility for projects with longer construction cycles.
- Leverage regional partnerships to increase state and federal funding opportunities.

Objective 5 - Financial Transparency

The District will maintain transparency in all aspects of financial operations.

- Conduct bi-annual reviews of fiscal policies.
- Publish quarterly financial summaries.
- Conduct regular internal and external financial audits.
- Proactively communicate to customers about successful grant applications as well as the District’s specific investments in infrastructure projects, water supply roadmap efforts and watershed restoration milestones to highlight how revenues are being allocated.



STAFF REPORT

Meeting Type: Board of Directors
Title: 2024 Calendar of Marin Water Board and Committee Meetings
From: Adriane Mertens, Communications & Public Affairs Manager
Through: Ben Horenstein, General Manager
Meeting Date: December 5, 2023

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve the 2024 Calendar of Board and Committee Meetings

SUMMARY: The Board of Directors adopts a calendar of Board and Committee Meetings for the coming year pursuant to Section 3 (Board Meetings) of the Board Handbook, adopted as Board Policy No. 1 (Board Handbook).

DISCUSSION: Annually, the District’s Board of Directors adopts the Board and Committee Meeting Calendar. Regular Board Meetings are the primary venue for the Board to conduct District business and are noticed at least 72 hours prior to the meeting date/time. Regular meetings of the full Board requires a quorum of the Board, which is at least three of the five Directors, in order to hold the meeting. Pursuant to the Board Handbook, the regular bi-monthly Board meetings will be held the first and third Tuesday each month to begin at or after 5p.m., with the normal start time of 7:30p.m., unless otherwise adopted by the Board in the annual calendar prior to January 31 of each year.

Standing Committees are created by the Board and consist solely of less than a quorum. Each committee consist of two board members annually appointed by the Board President, with the advice and consent of the other Board members.

The purpose of a standing committee is to cover a “continuing subject matter jurisdiction” and to provide a venue for routine and regular consideration and recommendations on items within that specific subject matter. Currently there are four standing Board committees:

- **Finance & Administration Committee**, which meets on the 4th Thursday of each month;
- **Operations Committee**, which meets on the 3rd Friday of each month;
- **Watershed Committee**, which meets quarterly on the 3rd Thursday of the month in March, June, September and December; and

- **Communications & Water Efficiency Committee**, which meets quarterly on the 3rd Wednesday of the month in February, May, August and November;

These Standing Committees are subject to the requirements of the Brown Act. Pursuant to direction provided by the Board of Directors at the July 25, 2023 Board of Directors meeting, the District continues to dually notice each committee meeting as both a Committee and a special board meeting, which allows all Directors to attend and participate in these meetings. Typically, no final actions are taken at these dually noticed meetings, unless there is an urgent need. The Board may choose to direct noticing of Committee Meetings only, which would still allow non-committee Directors to attend the Committee meetings, but not to speak or participate in the meeting.

The Board Handbook is policy adopted by the Board and as such provides guidelines for setting the yearly schedule for Board and Committee meetings as well as other special board meetings. The Board retains discretion, however, to make modifications when adopting the Calendar and in establishing or changing Committees and Committee Jurisdiction.

District staff has developed a proposed 2024 Meeting Calendar utilizing the Board Handbook guidelines and past Board practices and discussions. The Board may choose to modify the meeting dates, start times, frequency, and formation of the various committees proposed in the 2024 Meeting Calendar.

The proposed 2024 meeting calendar also takes into consideration the current Board’s preference for a 6:30 p.m. regular meeting start time, which was the meeting time adopted into the 2023 meeting calendar. Other considerations that were incorporated into the proposed 2024 meeting calendar include the Board of Directors’ involvement in regional boards and committees, possible participation at both the spring and fall Association of California Water Agencies (ACWA) conferences and the annual American Water Works Association (AWWA) conference. Furthermore, the Calendar also considers District holidays and other religious observances, as well as planned local public school closures that may limit board and/or public attendance. Therefore, some of the regularly occurring board or committee meetings have proposed alternatives to accommodate such conflicts.

The proposed calendar also identifies a few Special Meetings that the District anticipates as necessary in 2024 for the District’s Five-Year Strategic Plan development as well as the Board’s Annual Planning Retreat. Additional Special Meetings may also be scheduled at any time during the year when there is a need for the Board to meet.

Staff proposes that the board adopt the draft calendar included with this report subject to any direction on changes, which will be incorporated into the adopted calendar.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S):

1. Draft 2024 Calendar of Board and Committee Meetings

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Communications & Public Affairs	 Adriane Mertens Communications & Public Affairs Manager	 Ben Horenstein General Manager

2024 BOARD & COMMITTEE MEETINGS SCHEDULE

MONTH	BOARD MEETINGS Bi-monthly Tuesday 5:00 p.m. ⁽¹⁾	COMMITTEE MEETINGS			
		Operations Committee/ Board Friday 9:30 a.m.	Finance & Administration Committee/ Board Thursday 9:30 a.m.	Communications & Water Efficiency Committee/ Board Wednesday 9:30 a.m.	Watershed Committee/ Board Thursday 1:30 p.m.
JANUARY	9 ⁽²⁾ 23 ⁽³⁾ 30 ⁽⁵⁾	12 ⁽⁴⁾	25		
FEBRUARY	13 ⁽⁶⁾ 27 ⁽⁶⁾	16	15 ⁽⁷⁾	28 ⁽⁸⁾	29 ⁽⁹⁾
MARCH	5 14 ⁽¹¹⁾ 19	8 ⁽¹⁰⁾	28		21
APRIL	2 16 30 ⁽¹²⁾	19	25		
MAY	-- ⁽¹³⁾ 21	17	23	15	
JUNE	4 18	21	27		20
JULY	2 16	19	-- ⁽¹⁴⁾		
AUGUST	6 20	16	22	21	
SEPTEMBER	3 17	20	26		19
OCTOBER	1 15	18	24		17 ⁽¹⁵⁾
NOVEMBER	5 19	15	-- ⁽¹⁶⁾	20	
DECEMBER	10 ⁽¹⁷⁾ 17	20	-- ⁽¹⁸⁾		19

CONFERENCES:

Association of California Water Agencies (ACWA) Spring Conf., May 7 - 9
 American Water Works Association (AWWA) Annual Conf., June 10 - 13
 Association of California Water Agencies (ACWA) Fall Conf., Dec. 3 - Dec. 5
 Water Environment Federation's Technical Exhibition and Conference (WEFTEC), Oct.5 - Oct.9

Notes:

1. **Start times for Bi-monthly Board of Directors Meeting** - Closed sessions can begin as early as 5:00 p.m. pursuant to the Board Handbook, but regular open sessions will begin at 6:30pm, unless otherwise noticed.
2. **January 9 Board of Directors Meeting** - The first Tuesday of January 2024 is January 2, the day after a District-observed holiday and the week of school winter break; therefore, January 9 is proposed as the alternative date for the first January meeting. This meeting will also be dual noticed to include the Finance Authority Meeting.
3. **January 12 Operations Committee** - Propose to move the January 19 Operations Committee to January 12 to accommodate the Lagunitas TAC meeting, which is usually scheduled for the third Friday of the first two quarters of the year.
4. **January Board of Directors Meeting** - To avoid having board meetings in consecutive weeks in January, proposing to hold the second January Board meeting on the fourth Tuesday of the month – January 23 instead of January 16.
5. **January 30 Board of Directors Meeting** - An additional board meeting is proposed for January 30 to accommodate a Strategic Plan Development workshop.
6. **February 13 and 27 Board of Directors Meetings**- The third Tuesday of February 2024 is the day after a District observed holiday and the same week of mid-winter school break; therefore, the second and fourth Tuesdays of February (13 and 27) are proposed as the alternative dates for both February Board meetings.
7. **February 15 Finance and Administration Committee** - Propose to move the February 29 Finance and Administration Committee Meeting to February 15 due to school holiday break.
8. **February 28 Communications and Water Efficiency Committee** - Propose to move the February 21 Communications and Water Efficiency Committee Meeting to February 28 due to school holiday break.
9. **February 29 Watershed Committee** - An additional Watershed Committee meeting is proposed for February 29 to accommodate an update on the Watershed Recreation Management Planning process.
10. **March 8 Operations Committee** - Propose to move the March 15 Operations Committee to March 8 to accommodate the Lagunitas Technical Advisory Committee Meeting, which is usually scheduled for the third Friday of the first two quarters of the year.
11. **March 14 Board of Directors Meeting** - An additional board meeting is proposed for March 14 for 9 a.m. to 4:00 p.m. to accommodate the Annual Planning Retreat.
12. **April 30 Board of Directors Meeting** - Propose to move the May 7 Board Meeting to April 30 to accommodate directors and/or staff who will attend the Spring ACWA Conference May 7- 9.
13. **No May 7 Board of Directors Meeting** - Propose to reschedule the Board meeting to April 30 to accommodate directors and/or staff who will attend the Spring ACWA Conference May 7- 9.
14. **No July Finance and Administration Committee** - To provide staff preparation time for the End of Year close outs and audits, no Finance and Administration Committee Meeting is proposed for July.
15. **October 17 Watershed Committee** - An additional Watershed Committee meeting is proposed for October 17 to accommodate an update on the Watershed Recreation Management Planning process.
16. **No November Finance and Administration Committee** - Proposing to not hold a Finance and Administration Meeting in November as the fourth Thursday of the month is November 28, a District-observed Holiday.
17. **December 10 Board of Directors Meeting** - Propose to move December 3 Board Meeting to December 10 to accommodate directors and/or staff who will attend the ACWA Fall Conference December 3-5.
18. **No Finance & Administration Committee in December** - Proposing to not hold a Finance and Administration Meeting in December as the fourth Thursday of the month is December 25, a District-observed Holiday.



UPCOMING MEETINGS

This schedule lists upcoming Marin Water Board of Directors meetings and committee meetings as well as upcoming agenda items for the next month. The schedule is tentative and subject to change pending final publication and posting of each meeting agenda.

Internal Meetings		
Meeting Date	Meeting Type	Key Item(s)
Tuesday, Dec. 12, 2023 1:30 p.m.	Watershed Committee Meeting/ Special Meeting of the Board of Directors	Spotted Owls Update
Friday, Dec. 15, 2023 9:30 a.m.	Operations Committee Meeting/ Special Meeting of the Board of Directors	Review Projects for Possible Bond Funding
Tuesday, Dec. 19, 2023	Board of Directors' Regular Bi- Monthly Meeting	Strategic Plan Development

External Meetings	
Meeting Date	Meeting Type
Friday, Jan. 5, 2024 9:30 a.m.	North Bay Watershed Association