

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

Tuesday, February 27, 2024 at 5:30 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 begins at 5:30 p.m.

Marin Water Mt. Tam Conference 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://marinwater.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)

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. Public Employee Performance Evaluations

(Government Code §54957)

Title: General Manager and General Counsel

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

- 4. Reconvene to Open Session; Closed Session Report Out
- 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 Bi-Monthly Meeting on February 13, 2024

RECOMMENDATION: Approve the February 13, 2024 meeting minutes

b. General Manager's Report January 2024

RECOMMENDATION: Approve Report

C. Award of Contract No. 1989 Fire Flow Improvement Program - Redwood Drive Pipeline Replacement Project (F22003) to W.R. Forde Associates, Inc.

RECOMMENDATION: Approve a resolution authorizing award of Contract No. 1989, Fire Flow Improvement Program Redwood Drive Pipeline Replacement Project, to W.R. Forde Associates, Inc. in the amount of \$1,456,020; and, approve a cooperative reimbursement agreement with the County of Marin and authorize the General Manger to execute the agreement

<u>d.</u> Land Exchange Agreement for proposed Hind Tanks Replacement Project at 300 Margarita Drive

RECOMMENDATION: Approve a proposed Land Exchange Agreement that will allow the District to evaluate the relocation of the Hind Tanks to an alternate site at 300 Margarita Drive

- 8. Regular Items (6:50 p.m. Time Approximate)
 - a. Water Loss Control Program Update

RECOMMENDATION: Receive staff update on the District's water loss control program

b. Update on the Water Supply Roadmap Long Term Projects

RECOMMENDATION: Receive an update on the Water Supply Roadmap Long Term Projects

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.

- a. Upcoming Meetings
- 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** (8:30 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: 02-23-2024

Section 7. Item #a.



STAFF REPORT

Meeting Type: Board of Directors

Title: Minutes of the Board Directors' Regular Bi-Monthly Meeting on February 13,

2024

From: Terrie Gillen, Board Secretary

Through: Ben Horenstein, General Manager

Meeting Date: February 27, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve the February 13, 2024 meeting minutes

SUMMARY: The Board of Directors held their regular meeting on February 13, 2024. The minutes of that meeting are attached.

DISCUSSION: None.

ENVIRONMENTAL REVIEW: Not applicable.

FISCAL IMPACT: None.

ATTACHMENT(S):

1. Draft Minutes of the Regular Meeting of the Board of Directors on February 13, 2024

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Communications & Public Affairs Department	rbuic Fillen	De Harante.
	Terrie Gillen Board Secretary	Ben Horenstein General Manager



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

Tuesday, February 13, 2024 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 Outside location for Director Monty Schmitt – The Hampton Inn, 520 Adobe Road, Room No. 304, Red Bluff, CA 96080

Closed Session to immediately follow Open Session

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

Public Participation:

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AGENDA ITEMS:

1. Call to Order and Roll Call

President Ranjiv Khush called the meeting to order at 6:30 p.m.

DIRECTORS PRESENT

Larry Russell Monty Schmitt Jed Smith Matt Samson Ranjiv Khush

2. Adoption of Agenda

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

There were no public comments.

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

- 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 two (2) public comments.

Directors' and General Manager's Announcements

- Vice President Samson reported that he attended Marin Conservation League Parks and Open Space Working Group meeting on Thursday, February 8th, which addressed the use of prescribed fire. He indicated an interest in having the District participate in the working group and in having the presentation on fire fuel mitigation and modeling at a future Watershed Committee meeting. Vice President Samson also requested staff to bring back on update on recycled water, the implementation of new regulations and the Central Marin Sanitation Agency study.
- Director Smith concurred with the Vice President's requests.
- President Khush commented on the success of the District's ability to provide water service during the wind storms a couple of weeks ago. He also reported that he attended the Sonoma Water Advisory Committee and Technical Agency Committee's (WAC/TAC) meeting on February 5 and shared highlights of what was discussed at that meeting.
- General Manager Ben Horenstein praised staff's commitment and ability to work during the winter storms and said that they would be prepared for the upcoming storms in a few days.

7. Consent Items

- a. Minutes of the Board Directors' Regular Bi-Monthly Meeting on January 23, 2024

 RECOMMENDATION: Approve the January 23, 2024 meeting minutes
- b. Award of Contract No. 2016 Wolfback Ridge Tanks Rehabilitation Project (D20009) to Olympus and Associates, Inc.

RECOMMENDATION: Approve a resolution authorizing award of Contract No 2016, Wolfback Ridge Tanks Rehabilitation Project, to Olympus and Associates, Inc. in the amount of \$641,300

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

There was no public comment.

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

8. Regular Items

a. Memorandum of Agreement between Marin County Fire Department and Marin Municipal Water District

RECOMMENDATION: Approve Memorandum of Agreement between Marin County Fire Department and Marin Municipal Water District

Watershed Director Shaun Horne and Natural Resources Program Manager Carl Sanders presented this item. Discussion ensued.

There was one (1) public comment.

A motion was made by Vice President Samson and seconded by Director Smith to approve the Memorandum of Agreement.

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

b. Strategic Plan Development

RECOMMENDATION: Adopt the District's five-year strategic plan for 2024-2028

Communications & Public Affairs Manager Adriane Mertens presented this item. Discussion followed.

There were three (3) public comments.

A motion was made by Director Smith and seconded by Vice President Samson to adopt the fiveyear strategic plan.

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

9. Future Board and Committee Meetings and Upcoming Agenda Items

a. Upcoming Meetings

The board secretary reported on upcoming internal and external meetings.

There was no public comment.

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)

President Khush announced that the Board would go into Closed Session, but first asked for public comment. There was none.

The Board convened to Closed Session at approximately 7:20 p.m. and went to the Mt. Tam Conference Room.

a. Conference with Real Property Negotiators

(Government Code 54956.8)

Property: 300 Margarita Drive, San Rafael

Agency Negotiation: Ben Horenstein, General Manager

Negotiating Parties: William Feeney

Under Negotiation: Both Price and Terms of Payment

11. Reconvene to Open Session; Closed Session Report Out

At 7:32 p.m., the Board reconvened to Open Session, and President Khush announced that the Board had adjourned the Closed Session at 7:30 p.m. with no reportable action.

12. Adjournment

There being no further business, the Board of Directors' Regular Bi-Monthly Meeting on February 13, 2024, adjourned at 7:33 p.m.



Section 7. Item #b.



STAFF REPORT

Meeting Type: Board of Directors

Title: General Manager's Report January 2024

Through: Ben Horenstein, General Manager

Meeting Date: February 27, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve Report

SUMMARY:

A. HIGHLIGHTS:

- The daily average net production for the month of January 2024 was 14.0 MGD compared to 13.7 MGD for the month of January 2023. Typical usage for January is 17.2 MGD.
- The daily average flow from Sonoma County Water Agency for the month of January 2024 was 1.6 MGD compared to 3.1 MGD for the month of January 2023.
- The District has spilled a combined 20,426 AF of water through the end of January 2024 since the start of the water year on October 2023 (1,682 AF out of Phoenix, 11,251 AF out of Kent, 6,075 AF out of Nicasio and 1,418 AF out of Soulajule).
- A recent high wind event resulted in some defunct power lines and poles being blown down at
 the West Peak Site. Staff have been coordinating with PG&E to facilitate the cleanup. The
 power poles and lines are remnant infrastructure left from the old military base. In total there
 are 60 remaining poles, not all were damaged but staff is proceeding with permanent removal
 to ensure the site is safe and secure for the public.
- District crews have begun pile burning for the 2024 season burning approximately 100 piles at
 the Taylor Trail unit near Sky Oaks. Maintenance staff completed the 9th bridge site on the
 Azalea Hill Trail Project in conjunction with an all women volunteer crew from Access for Bikes.
 Staff are currently roadside brushing Shafter Grade Fire Road with the CAT 315 excavator
 enroute to the Bolinas Ridge Fire Road for ongoing vegetation management.
- Design drawings, specifications, and cost estimates for the Lagunitas Creek Phase-1 restoration sites (eight total) were advanced to the 90%-complete level by the District's consultant, ESA.
 Ongoing coordination with permitting agencies, California State Parks, and District Engineering staff continued to prepare this project for implementation beginning in summer 2024. High flows kept Fisheries staff out of the creeks for much of January, but monitoring results suggest Lagunitas Creek supported an above average run of Coho Salmon this year.

Section 7. Item #b.

- The District continued implementation of Year 5 of the Biodiversity Fire, & Fuels Integrated Plan through January 2024 with multiple Forest Fuel Reduction and Doug Fir Thinning projects in South and East Potrero Meadow, Fuelbreak Maintenance work across the watershed, and Invasive Broom Removal at Pine Point. The 75 acre South Potrero Meadow Project was completed in January. Additional completed projects included routine Defensible Space Maintenance around West Point Inn, and the West Peak and Middle Peak Communications Leases.
- The District completed the development of a 5-Year Strategic Plan. This thoughtful and comprehensive document will inform the 2024 Annual Workplan which will be reviewed at the coming Board Retreat.

MARIN WATER GRANT STATUS

			PROJECT				REQUIREMENTS	BUDGE	
OPPORTUNITY	FUNDER	FUNDER PRIORITIES	APPLICATION DATE	MATCHING PROJECT	DESCRIPTION	STATUS	PREREQUISITE	FUNDS REQUESTED	MATCH REQUIREMENT
URRENT APPLIC	ATIONS							\$72,173,326	
ocal Water Supply Storage ojects	DWR	Water Supply	1/9/23	Water Supply	Three projects: recycled water, local storage enhancement, and winter water conveyance	Unfunded (Grant program funding not allocated for 2024)	UWMP Compliance	\$53,000,000	50
esal Feasibility Study	USBR	Desalination	2/28/23	Deslaintation	Exploring new brackish desal in Petaluma	Open	None	\$200,000	50
op.1. Round 2 IRWM sadvantaged Community	DWR	Water Infrastructure	12/1/22	Marin City/San Rafael Infrastructure	Replacing aging transmission lines and laterals in Marin City and San Rafael's Canal District	Funded	IRWM CC Approval	\$8,500,000	0
orestry Corps	CCNB	Vegetation Management	Jan 2023	Ongoing Forestry work	Workforce development; state funding directly to CCNB to fund crews working on the watershed	Funded	Corps Partnership	\$500,000	0
sheries Restoration Grant ogram	CDFW	Fisheries	4/20/23	Lagunitas Creek Restoration	Funding for Phase II site design and CEQA	Funded	30% designs	\$723,000	5
gunitas Creek Salmonid pawning Gravel Improvement oject	DWR Riverine	Fisheries	11/1/22	Lagunitas Creek Restoration	Gravel augmentation for Lagunitas Creek	Funded	None	\$590,000	0
op 1. Fisheries Restoration	CDFW	Fisheries	7/1/23	Lagunitas Creek Restoration	Lagunitas Creek Restoration Sites 1-8	Funded	60% designs	\$4,422,898	0
A Division of Boating & aterways	NRA	Water Quality	7/1/23	Reservoir Water Quality	Monitor and prevent infestation of quagga and zebra mussels	Funded	NA	\$86,800	0
ne Tam Forest Health trategy	CA WCB	Forestry Restoration	11/21/23	BFFIP Implementation	BFFIP Implemenation for 2-3 years	Open	CEQA	\$6,000,000	0
aterSMART Aplied Science	USBR	Fisheries	10/15/2023	Advanced Weather Modeling	Funding for weather modeling to inform water resources management	Open	TBD	\$150,628.00	50%
aterSmart Energy Efficiency	USBR	Conservation	2/22/2024	AMI	Funding to expand AMI	Open	Environmental Compliance	\$1,000,000	50%
IPCOMING OPPO	DTIINITIE	9						\$0	
azard Mitigation Program	FEMA	Natural Hazards	Summer 2023	Treatment Plant Clarifiers	Funds to address seismic hazards in water treatment facilities	TBD	NOI APPROVAL	TBD	
aterSMART Planning & esign	USBR	Water Supply	4/2/2024	Water Supply Planning	Funding for advancing implemenation of Strategice Water Supply Projects	Open	TBD	TBD	
LONG TERM OPPORTUNITIES (ongoing development)									
124 Water Bond	State of CA	Water supply projects	Fall 2024	SWSA Water Supply Projects	Currently in Legislature	In legislature	Voter approval; District participation	TBD	
ater Resources Development ct	Army Corps of Engineers	Water supply projects	FY 2024	SWSA Water Supply Projects	Pursuing for No Regrets and regional projects	In appropriations	Authorization (secured 2022)	\$28,000,000.00	
nall Storage Program	USBR	Water Supply	Fall 2024	Phoenix Lake	Funding for new water supply projects	TBD	Approved Feasibility	TBD	

DISCUSSION

B. **SUMMARY:**

AF = Acre Feet

Mg/L = milligrams per liter

MPN = most probable number

MPY = mils per year

MG = million gallons

NTU = nephelometric turbidity units

1. Water Production:

	FY 2023/24		FY 202	2/23
	(million gallons)	(acre-feet)	(million gallons)	(acre- feet)
Potable				
Total production this FY	4,354	13,362	4,144	12,717
Monthly production, January	431	1,323	424	1,302
Daily average, January	13.91	42.69	13.68	41.99
Recycled				
Total production this FY	163.78	502.62	143.02	438.91
Monthly production, January	11.99	36.79	6.17	18.94
Daily average, January	0.39	1.19	0.20	0.61
Raw Water				
Total production this FY	38.84	119.20	42.81	131.38
Monthly production, January	0.00	0.00	0.00	0.00
Daily average, January	0.00	0.00	0.00	0.00
Imported Water				
Total imported this FY	1,721	5,281	876	2,689
Monthly imported, January	49	151	95	292
Reservoir Storage				
Total storage	25,927	79,566	25,884	79,435
Storage change during January	3,308	10,153	4,584	14,068
Stream Releases				
Total releases this FY	2,009	6,166	1,642	5,038
Monthly releases, January	181	555	59	182

2.	Precipitation:	FY 2023/24 (in.)	FY 2022/23 (in.)
	Alpine	26.21	37.03
	Bon Tempe	23.09	36.07
	Kent	26.88	33.49
	Lagunitas *	27.70	45.19
	Nicasio	17.06	30.21
	Phoenix	26.83	41.43
	Soulajule	17.26	30.41

3. Water Quality:

* Average to date = 30.3 inches

<u>Laboratory:</u>	FY 2023/24	FY 2022/23
Water Quality Complaints:		
Month of Record	7	4
Fiscal Year to Date	51	97
Water Quality Information Phone	Calls	
Month of Record	10	2
Fiscal Year to Date	26	54

The WQ lab ensured that the water supplied met or surpassed water quality regulations by collecting and analyzing 1,965 analyses on treatment plants and distribution system samples.

Mild steel corrosion rates averaged 1.72 (0.37 - 3.17) MPY. The AWWA has recommended an operating level of <5 MPY with a goal of <1 MPY.

<u>Complaint Flushing</u>: No flushing events were performed for this month on record.

<u>Disinfection Program</u>: No new pipelines were disinfected during the month of November. Performed chlorination on 10 water storage tanks to ensure compliance with bacteriological water quality regulations.

<u>Tank Water Quality Monitoring Program</u>: Performed 21 water quality-monitoring events on storage tanks for various water quality parameters this month to help ensure compliance with bacteriological water quality regulations.

Summary:

The lab treated 10 tanks for low chlorine and checked an additional 21 tanks for low chlorine residual in January 2024.

4. Water Treatment:

	San Geronimo	Bon Tempe	<u>Ignacio</u>
Treatment Results	Average Monthly	Average Monthly	Average Monthly
	Goal	Goal	Goal
Turbidity (NTU)	0.05 <u>≤</u> 0.10	0.04 ≤ 0.10	$0.04 \le 0.10$
Chlorine residual (mg/L)	2.76 2.75 *	2.78 2.75 *	2.83 2.75 *
Color (units)	0.6 <u>≤</u> 15	0.6 <u>≤</u> 15	0.0 <u>≤</u> 15
pH (units)	7.8 7.8*	7.8 7.8*	8.0 8.1**

- Set monthly by Water Quality Lab
- ** pH to Ignacio is controlled by SCWA

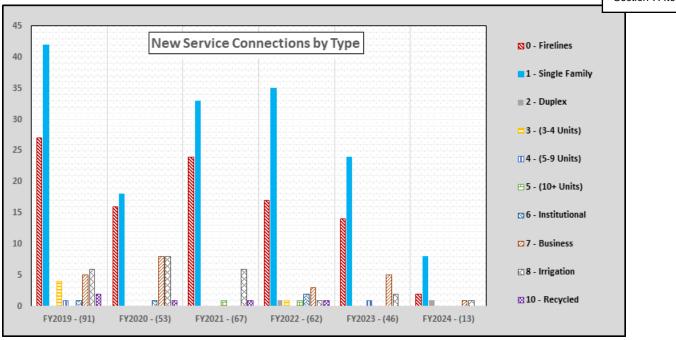
5. <u>Capital Improvement:</u>

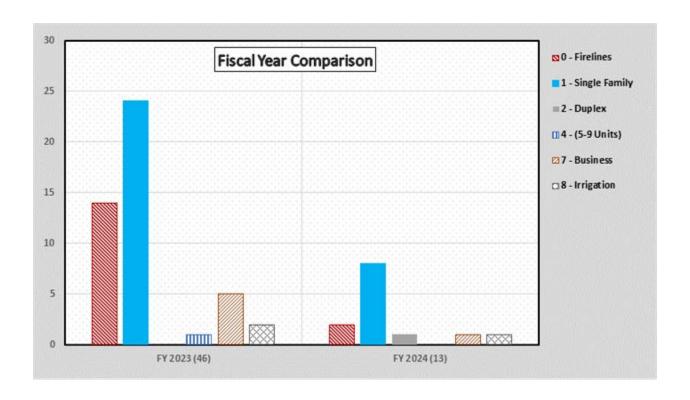
- a. <u>Pine Mountain Tank Phase 1 Rough Grading Project (D21043):</u> The Pine Mountain Tunnel Tanks Replacement Project is a multi-year two-phased project that will replace the existing Pine Mountain Tunnel. This project (Phase 1) will excavate approximately 45,000 cubic yards of hillside and will install a soil nail retaining wall in preparation for a future project that will install two 2-million gallon pre-stressed concrete storage tanks (Phase 2). This Phase 1 project will also perform site grading and drainage improvements.
 - Project Budget: \$7,734,575
 - Monthly Activities: The project was winterized and temporarily suspended by January 31, and will restart August 1, 2024. Access is permitted on Concrete Pipe Road and Taylor Trail through the duration of the suspension period.
- b. <u>Spillway Condition Assessment Phase II (CN2006):</u> This project is considered Phase II of a multiphase project that will investigate the concrete spillways at Peters Dam (Kent Lake), Seeger Dam (Nicasio Reservoir), and Soulajule Dam. Assessment work includes concrete coring, ground penetrating radar (GPR), video inspection and cleaning of sub-drains, and visual observation.
 - Project Budget: \$680,106
 - Monthly Activities: The project has been temporarily suspended due to the winter conditions and full reservoir levels. The project will resume this summer.

6. <u>Other:</u>

<u>Pipeline Installation</u>	FY2023/24	FY2022/23
Pipe installed during January (feet)	0	876
Total pipe installed this fiscal year (feet)	1,439	6,937
Total miles of pipeline within the District	908*	908*
* Reflects adjustment for abandoned pipelines		
Pipe Locates (1,328 Responses)	FY2023/24	FY2022/23
Month of January (feet)	29,762	17,539
Total this fiscal year (feet)	212,180	160,440
Main Line Leaks Repaired:	FY2023/24	FY2022/23
Month of January	7	12
Total this fiscal year (7/1/23-1/31/24)	76	116
<u>Services</u> :	FY2023/24	FY2022/23
Service upgrades during January	0	13
Total service upgrades this FY	94	102
Service connections installed during January	0	1
Total active services as of February 1st, 2024	60,555	60,522
(Total Including firelines)	61,936	61,897

Section 7. Item #b.





7. <u>Demand Management</u>:

	Inn 34	FY 23/24 TOTAL	FY 22/23 TOTAL	FY 21/22 TOTAL
WATER FEFICIENCY PROCESSAS	Jan-24	IOTAL	TOTAL	TOTAL
WATER-EFFICIENCY PROGRAMS				
Water-Use Site Surveys				
Conservation Assistance Program (CAP) Consultations				
Residential properties resi 1-2 (single-family)	29	211	291	731
Residential properties resi 3-5 (multi-family units)	0	4	3	7
Non-residential properties resi 6-7 (commercial)	0	0	3	1
Dedicated irrigation accounts resi 8-10 (large landscape)	0	0	0	3
Marin Master Gardeners' Marin-Friendly Garden Walks				
Residential garden walks	2	112	72	100
Public Outreach and Education, Customer Service				
Public outreach events (number of people attending)	0	1022	17775	1602
Public education events (number of participants)	0	0	328	536
Customer calls/emails admin staff	195	2333	4150	9508
Outreach to new Marin Water customers (letters sent)	220	1189	0	0
School Education				
School assemblies				
Number of activities	0	10	0	0
Number of students reached	0	11500	0	0
Field trips	Ť	11300		
Number of activities	0	6	15	0
Number of students reached	0	117	307	0
Classroom presentations				
Number of activities	2	6	17	0
Number of students reached	50	201	531	0
Other (e.g. booth events, school gardens)				
Number of activities	0	0	1	0
Number of students reached	0	0	480	0
Incentives				
Number of HECWs approved	0	54	103	190
Number of Rain Barrel/Cisterns approved	1	6	15	76
"Cash for Grass" Turf Replacments approved	6	43	116	402
Number of Laundry-to-Landscape Systems (kits) approved	0	0	7	27
Hot water recirculating system rebates	0	3	30	122
Pool Cover rebates	0	16	27	298
HET rebates	1	7	22	92
Number of Smart Home Water Monitor "Flume Direct Distribution" redeemed	56	329	271	1568
Number of Smart Controllers rebates approved	2	26	35	69
Number of Smart Controllers "RainBird compatible w/Flume" approved	73	73	0	0
Number of Smart Controllers "Rachio Direct Distribution" approved	11	131	77	178
Advanced Metering Infrastructure (AMI)				
AMI leak letters sent to customers (>200 GPD)	78	848	1168	1050
ORDINANCES				
Water Waste Prevention	$\vdash \vdash$			
Water Waste Reports Received	4	115	392	4451
Water Waste Notifications Sent	2	27	81	0
	-	27	- 01	
Landscape Plan Review	_	C.	00	77
Plans submitted	9	65	88	77
Plans exempt	1	15	5	1 17
Plans completed	3	24	20	17
Plans in workflow (pass & fail)	16	113	145	123
Tier 4 Exemption				
Inspections that resulted in a pass	0	2	1	1
Graywater Compliance Form				
Applications Received (as of Dec 2019)	4	73	123	57
Systems installed	1	16	23	13

8. Watershed Protection:

Watershed Rescue on Cataract Trail

With the recent rains recharging the waterfalls, visitation on Cataract Trail has increased. With this in mind, the Rangers have increased foot patrols of the trail. These increased patrols paid off on January 21st when a 79-year-old hiker slipped, hit his head and lost consciousness as he landed in a small creek just below the trail. Another hiker on the trail found him unconscious, partially submerged face down in the creek. The assisting hikers got him out of the water and up to the trail. A Ranger was already in the area and was the first rescuer on-scene with the patient. The Ranger treated and stabilized the patient and directed the other first responders to the location. First responders, including the Ranger, did a carryout and the patient was taken to the hospital by ambulance.



The Cataract Trail rescue on January 21st

Foot and Bike Patrols in January

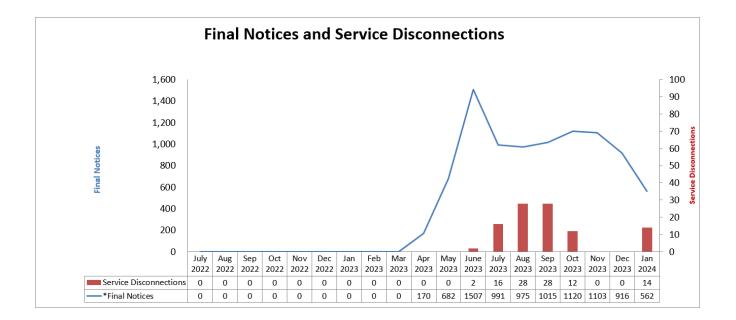
During January, the Rangers completed 165 miles of foot and bike patrols. These patrols are increasing the effectiveness of the Ranger program and providing better protection and support services for the watershed and its many visitors.

Incidents and Events	611
Visitor Assists	154
Warnings	114
Assist Watershed Maintenance	96
Dam Check	87
Citations	69
Fish and Game Contact	37
Misc Law Enforcement Calls	17
Preventative Search and Rescue	7
Suspicious Circumstance	5
Vandalism	4
Assist Other Agency	4
Citizen Complaint: Illegal Bike Use	3
Medical Aid	2
Ranger Callout	2
Citizen Complaint: Off Leash Dogs	2
Search and Rescue	1
Landslide Alarm	1
Illegal Fire	1
Theft	1
Illegal Dumping	1
Resist Peace Officer	1
Citizen Complaint: Misc	1

Citations	69
Non-Payment of Parking Fees	54
Obstruct Traffic/Parking within 6' of Center	7
Parking After Sunset	4
Bike on Trail	3
No Parking	1



9. Shutoff Notices and Disconnections:



ENVIRONMENTAL REVIEW: None.

FISCAL IMPACT: None.

ATTACHMENT(S): None.

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Office of the General Manager		Du Harende n
	Ben Horenstein General Manager	Ben Horenstein General Manager

Section 7. Item #c.



STAFF REPORT

Meeting Type: Board of Directors

Title: Award of Contract No. 1989 Fire Flow Improvement Program - Redwood Drive

Pipeline Replacement Project (F22003) to W.R. Forde Associates, Inc.

From: Alex Anaya, Director of Engineering

Through: Ben Horenstein, General Manager

Meeting Date: February 27, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve a resolution authorizing award of Contract No. 1989, Fire Flow Improvement Program Redwood Drive Pipeline Replacement Project, to W.R. Forde Associates, Inc. in the amount of \$1,456,020; and, approve a cooperative reimbursement agreement with the County of Marin and authorize the General Manger to execute the agreement

SUMMARY: This item was reviewed by the District Operations Committee on November 17, 2023, and was referred to the Board for contract award and approval of cooperative reimbursement agreement with the County of Marin. The Fire Flow Improvement Program Redwood Drive Pipeline Replacement Project will install approximately 4,400 linear feet of 6-inch welded steel pipe with valves, fittings, pipeline disinfection, and appurtenances in the Unincorporated Community of Woodacre in coordination with the County's street overlay project.

DISCUSSION: The Redwood Drive Pipeline Replacement Project is a component of the District's Fire Flow Improvement Program. This Project will install approximately 4,400 feet of new 6-inch welded steel pipe to replace the old, leak prone, fire flow deficient piping installed as early as 1913. See Table 1 below for existing pipeline replacement locations and as shown on the map provided in Attachment 2.

Table 1.
Pipeline Replacement Locations

Street	Length (Ft)	Installation Date	Existing Size & Type
Conifer Way	442	1913	2" GTP*
Park Road	1,133	1913	3" GTP
Redwood Drive	2,600	1913	3" GTP
Taylor Avenue	225	1913	3" GTP

^{*} Galvanized Threaded Pipe

These street segments were evaluated for the installation of recycled water piping. The nearest existing recycled water pipeline is approximately 10.0 miles away located on intersection of San Pedro Road and Sequoia Road in the community of Los Ranchitos. The closest waste water treatment plant, Central Marin Sanitary Treatment Plant, is located approximately 11.5 miles away in San Rafael however their facilities are not equipped to provide tertiary recycled water.

The Project will be constructed in coordination with the County's upcoming paving project to minimize inconvenience to the community. Under the terms of this coordination effort, the County will waive the requirements for the District to perform the standard road resurfacing requirements associated with portions the pipeline project alignment under a cooperative reimbursement agreement, through which the District will reimburse the County of Marin for a portion of the repaving. This approach will reduce trench restoration requirements, expedite the construction process and minimize the impact to the community. The District and the County have agreed the pavement reimbursement fee will be paid at \$3.90 per square foot for the limits stipulated in a proposed cooperative agreement between the District and the County. The total pavement reimbursement cost is estimated at \$63,055.20, which will be paid by the District to the County for the future road resurfacing project. Staff has included the final cooperative reimbursement agreement in Attachment 4 for approval and signature.

On February 13, 2024, the District opened three (3) bids, as shown in Table 2, for the Redwood Drive Pipeline Replacement Project, which involves the installation of 4,400 feet of pipe in support of the District's Fire Flow Improvement Program, in the unincorporated Community of Woodacre. W.R. Forde Associates, Inc. submitted the lowest responsive and responsible bid in the amount of \$1,456,020. Therefore, staff recommends that the Board of Directors approve a resolution awarding Contract No. 1989 to W.R. Forde Associates, Inc. in the amount of \$1,456,020 and authorizing the General Manager to execute any necessary amendments to Contract No. 1989, which do not exceed \$145,000.

Table 2

Bid Results

Redwood Drive Fire Flow Improvement Program Pipeline Replacement Project

Bid Rank	Contractor Name	Bid Amount
1.	W.R Forde Associates, Inc.	\$1,456,020
2.	Maggiora & Ghilotti Inc.	\$1,486,900
3.	D&D Pipelines Inc.	\$1,665,284

Engineer's Estimate: \$1,250,000

Summaries of the estimated project costs and schedule are provided below.

Budget:

 Contract Award:
 \$ 1,456,020

 Contingency (10%):
 \$ 145,000

 Materials Fees:
 \$ 250,000

 District Labor/Inspection:
 \$ 290,000

 Reimbursement Agreement
 \$ 63,055.20

 Total Budget:
 \$ 2,204,075.20

Budget Category: A2A

Project Implementation:

Project Advertisement:

Bid Opening:

Project Award:

Project Award:

Estimated Completion Date:

February 30, 2024

February 13, 2024

February 27, 2024

August 31, 2024

Duration: 186 days

ENVIRONMENTAL REVIEW: The Director of Engineering has found that the Project is Categorically Exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15302(c), Replacement or Reconstruction and statutorily exempt under 21080.21 Pipelines less than one mile. The Project qualifies for exempt pursuant to Section 15302(c) inasmuch as it is the replacement of existing water pipeline involving negligible or no expansion of capacity and statutorily exempt pursuant to Section 21080.21 since this pipeline replaces less than one mile of pipe.

FISCAL IMPACT: The total cost to complete the Fire Flow Improvement Program Redwood Drive Pipeline Replacement Project is estimated at \$2,204,075.20.

ATTACHMENT(S):

- 1. Resolution
- 2. Site Map
- 3. Draft Notice of Exemption
- 4. Reimbursement Agreement- Marin County

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	Alex Aug	M. Harente.
	Alex Anaya Engineering Director	Ben Horenstein General Manager

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

A RESOLUTION OF THE BOARD OF THE MARIN MUNICIPAL WATER DISTRICT APPROVING AWARD OF CONSTRUCTION CONTRACT NO. 1989 TO W.R. FORDE ASSOCIATES, INC. FOR THE FIRE FLOW IMPROVEMENT PROGRAM REDWOOD DRIVE PIPELINE REPLACMENT PROJECT

WHEREAS, on January 30, 2024, the District advertised Contract No. 1989, Fire Flow Improvement Program Redwood Drive Pipeline Replacement Project (F22003), which will replace approximately 4,400 feet of piping; and

WHEREAS, the District received and publicly opened three (3) bids on February 13, 2024, of which the W.R. Forde Associates, Inc. bid \$1,456,020 was the lowest response and responsible bid.

NOW, THEREFORE, THE BOARD OF DIRECTORS RESOLVES THAT:

- The bid of \$1,456,020 submitted by the W.R. Forde Associates, Inc. for the Pipeline Replacement Project under Contract No. 1989 ("Contract") was the lowest responsive and responsible bid submitted therefor, and said bid is hereby accepted.
- A Contract for this project be awarded to said low bidder, and the General Manager is authorized and directed to execute said Contract on behalf of the District upon receipt of a performance bond, payment bond, proof of insurance, and the executed contract for the work from said bidder.
- 3. The General Manager is authorized to execute any and all future amendments to the Contract, which he deems necessary, without further Board approval, so long as those amendments to the Contract do not exceed \$145,000.
- 4. Upon complete execution of said Contract, the bonds and/or checks of the other bidders are to be returned to said other bidders, and all bids other than that of the W.R. Forde Associates, Inc. are to be rejected.
- 5. The project is Categorically Exempt from review under Section 15302(c) of the CEQA Guidelines inasmuch as it is the replacement of existing water pipeline involving negligible or no expansion of capacity.

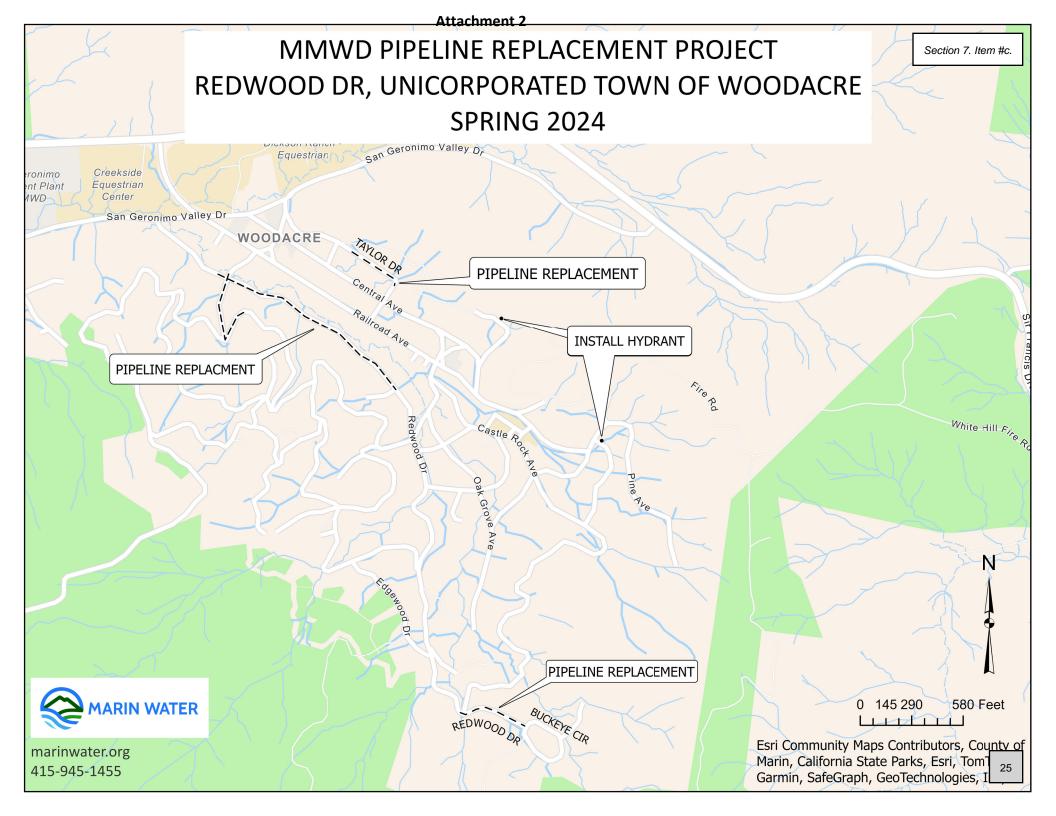
Resolution Page | 1

6. The project is statutorily exempt pursuant to the California Public Resources Code Division 13 Environmental Quality Section 21080.21 inasmuch as the project involves the replacement of less than one mile of pipeline.

PASSED AND ADOPTED this 27th day of February, 2024, by the following vote of the Board of Directors.

AYES:	
NOES:	
ABSENT:	
	Ranjiv Khush
	President, Board of Directors
ATTEST:	
Terrie Gillen	
Board Secretary	

Resolution Page | 2



Notice of Exemption

Attachment 3



Filing Requested By and When Filed Return To:

Marin Municipal Water District 220 Nellen Ave Corte Madera, CA 94925

Attn: Alex Anaya, Director of Engineering

Project Title: Redwood Drive- Pipeline Replacement Project (F22003)

Project Location: Unincorporated Community of Woodacre Project Location – County: Marin

Project Description: This Project will install approximately 4,400 feet of new 6-inch welded steel pipe to replace the old, leak prone, fire flow deficient piping as part of the District's Fire Flow Improvement Program.

The roads involved are shown in Figure 1 and described in the table below:

Street	Length (Ft)	Installation Date	Existing Size & Type
Conifer Way	442	1913	2" GTP*
Park Road	1,133	1913	2" GTP*
Redwood Drive	2,600	1913	2" GTP*
Taylor Avenue	225	1913	2" GTP*

^{*}GTP = galvanized threaded pipe

Public Agency Approving Project: Marin Municipal Water District

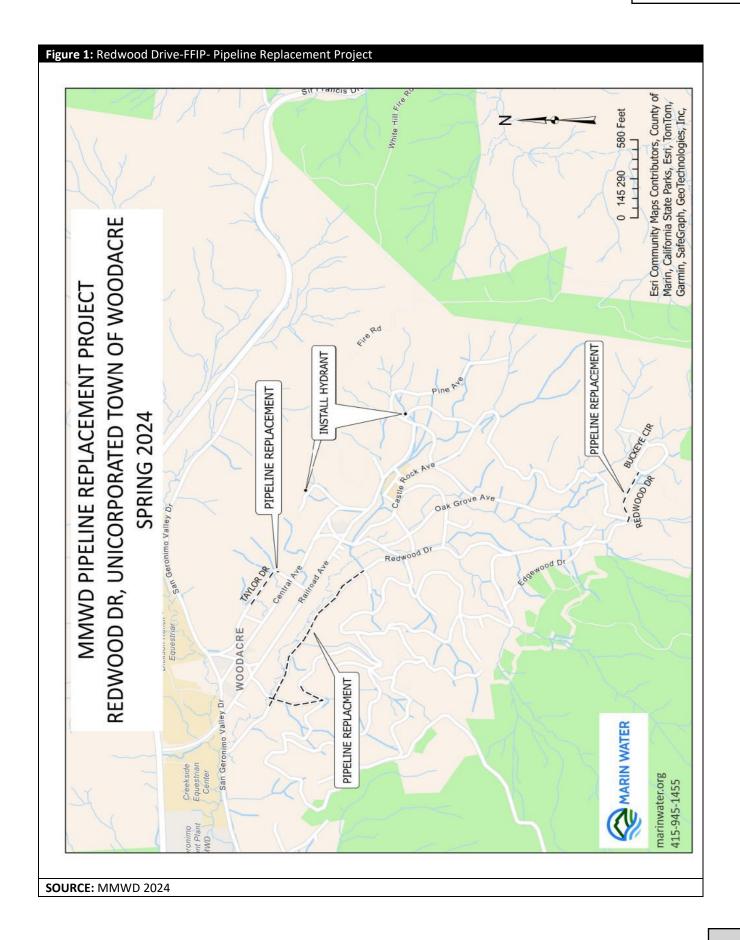
Name of Person or Agency Carrying Out Project: Marin Municipal Water District

CEQA Exemption Status: Categorical Exemption Section 15302(c), Replacement or Reconstruction and California Public Resource Code Division 13 Environmental Quality Section 21080.21, less than one mile of pipeline.

Reason for Exemption: This project qualifies for exemption pursuant to Section 15302(c) of the CEQA Guidelines inasmuch as it is the replacement of existing water pipelines involving negligible or no expansion of capacity. This project is also statutorily exempt pursuant to the California Public Resource Code Division 13 Environmental Quality Section 21080.21 inasmuch as the project involves the replacement of less than one mile of pipeline.

Project Approval: The Marin Municipal Water District Board of Directors approved the award of a contract for project construction, which represents project approval as defined by Section 15352 of the Guidelines for Implementation of the California Environmental Quality Act, at their regularly scheduled meeting on February 27, 2024.

Alex Anaya, Director of Engineering	Date	
		-
Lead Agency Contact Person: Alex Anaya, Marin Municipal Water District	Telephone: (415) 945-1588	



Attachment 4

COOPERATIVE AGREEMENT BY AND BETWEEN THE MARIN MUNICIPAL WATER DISCTRICT AND THE COUNTY OF MARIN

This Agreement is made this _	day of	, 2024_ ("Effective Date") by and between	
the Marin Municipal Water District (hereafter	"DISTRICT") and the County of Marin (hereafter	
"COUNTY").			

RECITALS

- A. DISTRICT and COUNTY support the coordinated paving efforts of Redwood Drive that is being trenched by the DISTRICT for the installation of its pipeline and can be prioritized for paving by the COUNTY.
- B. DISTRICT has the Redwood Drive Fire Flow Improvement Program Pipeline Replacement Project ("PIPELINE PROJECT"), which proposes to install its new water main on Redwood Drive within the limits of 136 Redwood Drive to 213 Redwood Drive and would require T-grind restoration of the COUNTY roadway;
- C. DISTRICT and COUNTY have calculated the dollar value of the T-grind restoration for the PIPELINE PROJECT as \$63,055.20. A plan of the T-grind restoration limits of the PIEPLINE PROJECT is attached to this Agreement and incorporated herein as Exhibit A (hereafter the "Work"), which forms the basis for the determination of the cost of the Work. T-grind is defined by milling the top two inches of existing asphalt and replacing it with a new two-inch layer of hot mix asphalt for half of the roadway width along Redwood Drive upon completion of new pipeline installation in connection with the PIPELINE PROJECT.
- C. COUNTY proposes to design and construct a project to pave the full width of Redwood Drive from 136 Redwood Drive to 213 Redwood Drive ("COUNTY PROJECT").
- D. DISTRICT and COUNTY by this Agreement, seek to coordinate the PIPELINE PROJECT and COUNTY PROJECT to save costs and avoid duplicative paving projects.
- E. DISTRICT and COUNTY have mutually agreed to share the cost of the COUNTY PROJECT provided the District not pay more than would have been necessary if the DISTRICT PROJECT included County standard paving restoration.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DISTRICT and COUNTY mutually agree as follows:

- 1. DISTRICT agrees that it shall:
 - a. Act in the best interest of COUNTY always with respect to this Agreement.
 - b. Notify COUNTY once DISTRICT has completed the PIPELINE PROJECT for which DISTRICT will install a two-inch pave plug for any trenching associated with the PIPELINE PROJECT in lieu of full land T-grind paving.
 - c. Complete the PIPELINE PROJECT no later than July 15, 2024 to allow County access to begin COUNTY PROJECT.
 - d. Reimburse COUNTY for the area of Marin County Unified Construction Standards T-grind limits multiplied by the DISTRICT's 'Unit Price'. The 'Unit Price' will be the average of the last three publicly bid DISTRICT projects for which T-grind paving was performed. The 'Unit Price' averaged by the DISTRICT is \$3.90 per square foot of paving. The COUNTY agrees with this 'Unit Price'. The DISTRICT restoration limit is 16,168 square feet, as shown in Exhibit A setting forth the Work, which totals \$63,055.20.
 - e. Reimburse COUNTY in the amount of \$63,055.20 within thirty (30) days after the COUNTY notices the DISTRICT of completion of the COUNTY PROJECT.
- 2. COUNTY agrees that it shall:
 - a. Act in the best interest of DISTRICT always with respect to this Agreement.
 - b. Accept the agreed upon reimbursement amount of \$63,055.20 in exchange for the DISTRICT to install a two-inch plug pave in lieu of the half lane paving that otherwise would have been required under COUNTY standards.
- 3. By entering into this Agreement, DISTRICT and COUNTY mutually understand and agree to the following:
 - a. The final cost is based on constructed quantities established by the T-grind limits identified on the PIPELINE PROJECT plans and as set forth in Exhibit A.
 - b. COUNTY will notify the DISTRICT within thirty (30) days after the COUNTY PROJECT Notice of Completion is filed requesting

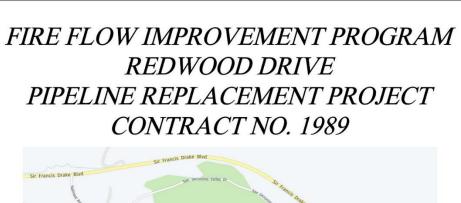
- reimbursement in the agreed amount of \$63,055.20 for the work associated with the pavement restoration as identified by the PIPELINE PROJECT T-grind limits.
- c. Upon completion and approval of the work under this Agreement, each agency will resume maintenance responsibility in accordance with their respective requirements of state law.
- 4. This Agreement shall terminate upon completion of the construction of the COUNTY PROJECT and receipt of reimbursement by DISTRICT or by mutual agreement of the parties.
- 5. This Agreement constitutes the entire Agreement, supersedes all prior written or oral understandings, and may not be extended past the aforementioned term or amended without written consent from both parties.
- 6. Indemnification, Release, Waiver.
 - a. To the fullest extent permitted by law, COUNTY shall indemnify and hold harmless DISTRICT, its board members, officers, agents and employees from any and all claims, demands, injury, and/or liability, direct or indirect, incurred by reason of any negligent act or willful misconduct of COUNTY, its officers, agents, employees, and sub-contractors, under or in connection with this Agreement.
 - b. To the fullest extent permitted by law, DISTRICT shall indemnify and hold harmless COUNTY, its board members, officers, agents and employees from any and all claims, demands, injury, and/or liability, direct or indirect, incurred by reason of any negligent act or willful misconduct of DISTRICT, its officers, agents, employees, and sub-contractors, under or in connection with this Agreement.
 - c. In the event of claims or litigation arising out of the PIPELINE PROJECT, the COUNTY PROJECT or this Agreement, the parties agree to work cooperatively in defense of same. This Section 6 shall survive the termination of this Agreement.
- 7. Severability: Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
- 8. Dispute Resolution: Any dispute or claim in law or equity between DISTRICT and COUNTY arising out of this Agreement shall be resolved by negotiation between the

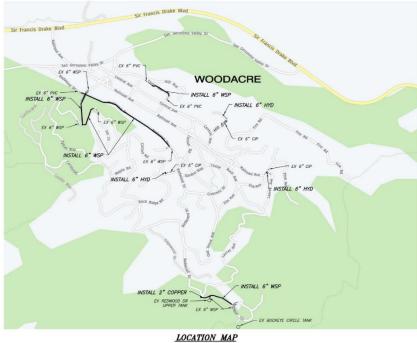
parties. If no resolution is achieved, the parties agree to formal negotiations by a mediator mutually chosen and paid for by both parties.

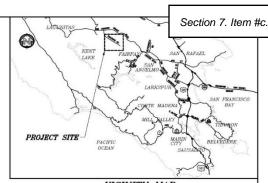
[SIGNATURES ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereby have executed this Agreement on the first date written above.

COUNTY OF MARIN	MARIN MUNICIPAL WATER DISTRICT
President of the Board of Supervisors	Board President
Date:	Date:
ATTEST:	ATTEST:
By: Clerk for the County	By: Board Secretary
APPROVED AS TO FORM:	
BY: Attorney for the County	
ATTACHMENTS – Exhibit A APPROVED AS TO FORM:	
BY:	
General Counsel	







VICINITY MAP

INDEX TO DRAWINGS

SHEET SHEET NO. COUNT TITLE

GENERAL

CIVIL

INDEX TO DRAWINGS, VICINITY MAP & LOCATION MAP G2 GENERAL NOTES, ABBREVIATIONS, SYMBOLS & REFERENCES

TAYLOR AV REDWOOD DR & PARK RD

REDWOOD DR REDWOOD DR

C1 C2 C3 C4 C5 C6 C7 C8 REDWOOD DR PARK RD & CONIFER WY

10 REDWOOD DR

REDWOOD DR HILL AV. ELM AV & CARSON RD C10

STANDARD DETAILS STANDARD DETAILS

NOTES:

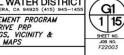
1. GPS CORRECT UNLESS OTHERWISE NOTED.

2. NO PZ CHANGES UNLESS OTHERWISE NOTED.



MARIN MUNICIPAL WATER DISTRICT

FIRE FLOW IMPROVEMENT PROGRAM REDWOOD DRIVE PRP INDEX TO DRAWINGS, VICINITY & LOCATION MAPS



REVISION

Section 7. Item #d.



STAFF REPORT

Meeting Type: Board of Directors

Title: Land Exchange Agreement for proposed Hind Tanks Replacement Project at

300 Margarita Drive

From: Alex Anaya, Director of Engineering

Through: Ben Horenstein, General Manager

Meeting Date: February 27, 2024

TYPE OF ACTION: X Action Information Review and Refer

RECOMMENDATION: Approve a proposed Land Exchange Agreement that will allow the District to evaluate the relocation of the Hind Tanks to an alternate site at 300 Margarita Drive

SUMMARY: District staff has negotiated with the owner of the property at 300 Margarita Drive a proposed land exchange agreement, wherein the District would receive a new site upon which to locate the reconstructed Hind Tanks, including new easement rights, and would deconstruct and quitclaim the District's rights to the current tank lot once the new tanks were completed and connected to the District's water system.

DISCUSSION: The District currently owns and operates two redwood water storage tanks, 100,000 and 200,000 gallons, located at the Hind Tank Lot, which is a small parcel approximately 7,500 square feet near 300 Margarita Drive, San Rafael. The tanks were constructed in 1958 and 1978 and are at the end of their useful life and have exhibited leaks. The current location requires the District to access the tank lot up a private lane off of Margarita Drive, and through a narrow driveway between a house and garage. (See Attachment Hind Tank Lot) The 8-inch cast iron water line from the tanks runs down a steep hill within a 10 foot easement and is difficult to access. Therefore, reconstruction of the tanks on the current lot presents issues. The District has been in negotiations with the owner of 300 Margarita Drive regarding a possible relocation of the tanks to a new site further up the hill from the existing home and other buildings (See Attachment Proposed New Tank Lot) through a proposed exchange of property.

Staff has reached an agreement with the property owner for a proposed land swap that would allow the District to potentially relocate the Hind Tanks to a new parcel up the hill from the current location.

LAND EXCHANGE AGREEMENT

The key terms of the proposed land exchange are summarized as follows:

- The District would have six months from execution of the agreement to conduct its due diligence on the new tank lot and complete its environmental review pursuant to the California Environmental Quality Act. The agreement preserves the District's reasonable discretion to determine whether or not to proceed with the project at the new site.
- If the District decides to proceed, the parties will open an escrow for the land exchange and deposit documents (a grant deed and easement in favor of the District and a quitclaim deed in favor of the property owner). The District would receive the land and easement and commence construction of the project on the new site.
- The existing tanks would remain in operation until the new tanks come online. Once completed the old tanks would be decommissioned and removed and the land would be quitclaimed to the property owner by the District.
- The project would include removal of palm trees on the new site for which the District would compensate the property owner \$48,000.
- The proposed project would include the installation of a new welded steel water main on a new 25 foot easement within the existing driveway up to the new tank site.
- The proposed project would also include the installation of new water service lines and meters to serve the existing buildings, construction of a new portion of road to access the new tank lot and a portion of road to the old tank lot for which the property owner would pay the District based on a line item in the construction bid. In addition, the District would install ten redwood trees on the neighboring property for the purposes of screening the new tanks from the existing buildings. The trees would be maintained by the property owner following completion of the project.

The proposed project would take approximately two years to complete and would provide seismically resilient storage and improved system adequacy to the surrounding area and better ongoing access for the District to the new tank lot.

ENVIRONMENTAL REVIEW: The District will conduct environmental review of the proposed project as part of the due diligence process anticipated in the Land Exchange Agreement.

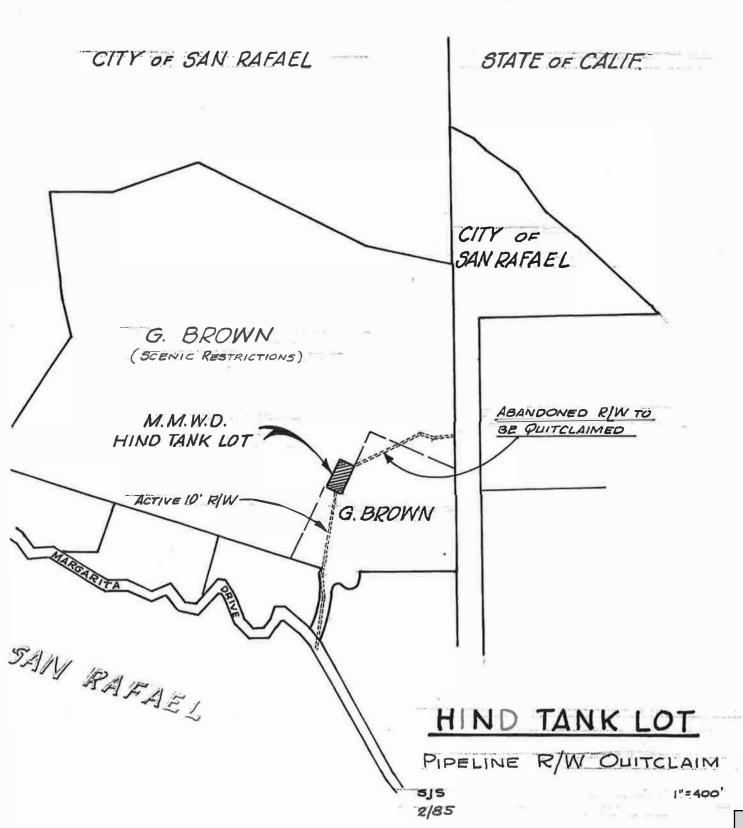
FISCAL IMPACT: The Land Exchange Agreement does not include an exchange of monetary consideration for the real property exchange. The District will conduct its due diligence and environmental review of the proposed project and bring the proposed project back to the Board of Directors for consideration of approval. If the proposed project proceeds, the District will draw upon Capital Improvement Program funding identified for this project.

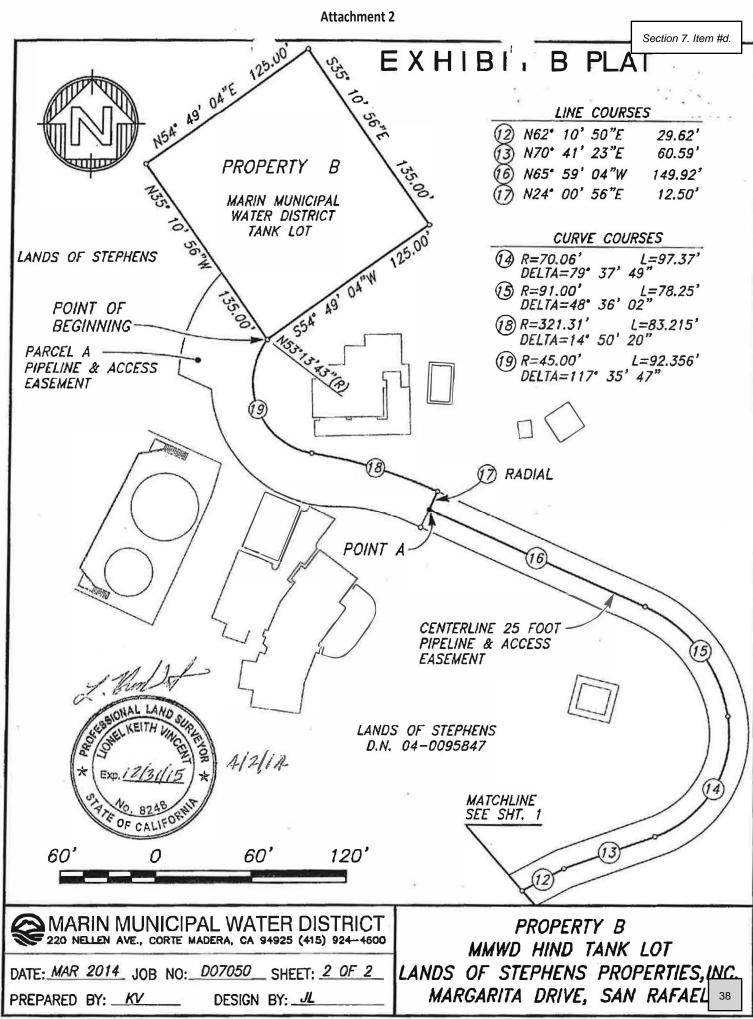
ATTACHMENT(S):

- 1. Hind Tank Lot Site
- 2. Proposed new tank lot site
- Propose Land Exchange Agreement (w/out exhibits)

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	Alay Ans	H. Harentein
	Alex Anaya Engineering Director	Ben Horenstein General Manager

Attachment 1





LAND EXCHANGE AGREEMENT

THIS AGREEMENT is made this	day of	, 2024 by and between
the MARIN MUNICIPAL WATER DISTRICT, a	municipal water	district, hereinafter referred
to as "District," and STEPHENS PROPERTIES,	INC., a Californi	a corporation, and THE
STEPHENS FAMILY 1996 TRUST DATED JA	NUARY 23, 1996	, hereinafter collectively
referred to as "Stephens."		·

RECITALS

- A. In 1930, District was granted certain real property rights as set forth in that certain "Indenture" shown in Exhibit A, attached and incorporated herein as if fully set forth. In 1985, District quitclaimed a right-of-way to Stephens' predecessor in interest as set forth in that certain Quitclaim Deed shown in Exhibit B, attached and incorporated herein as if fully set forth. As a result, the real property now held by District includes fee title to a lot containing approximately 7,500 square feet of land, one 100,000-gallon redwood water tank and one 200,000-gallon redwood water tank which were constructed by District in 1978 and 1958, respectively, and which are currently existing and being operated by District. The lot is described by the Marin County Assessor as APN 186-520-10, commonly referred to as the Hind Tank Lot. District's water tanks are connected to its water system by a pipeline running to a main line located in Margarita Drive. Said pipeline is depicted in Exhibit B, labeled "Active 10' R/W." The foregoing Hind Tank Lot and associated rights owned by District are collectively hereinafter referred to as "Property A," and the water facilities located on the lot hereinafter referred to as "the Existing Facilities."
- B. District and Stephens disagree as to the scope of District's rights of access to the Hind Tank Lot and the Existing Facilities, which disagreement will become moot when the land exchange anticipated in this Agreement is completed. In the event, however, that the land exchange is not completed for any reason, it is the interest of the parties to preserve each party's position unaffected by any descriptions that may be set forth in this Agreement and therefor any descriptions set forth herein shall not be used as evidence against the other party in the event of a future legal proceeding regarding the scope of the District's access rights and are included solely for the purpose of describing the details of the proposed land exchange transaction herein set forth.
- C. Stephens owns certain real property commonly referred to as 300 Margarita Drive, San Rafael, which is comprised of three parcels of land described by the Marin County Assessor as APN Nos. 186-520-06, 186-520-09 and 186-520-11 (hereinafter referred to as "Stephens' Property"), a portion of which Stephens proposes to convey to District in exchange for a quitclaim and release of Property A. The proposed exchange property is

described in and depicted on Exhibit C, and includes a parcel of land hereinafter referred to as "Property B," and a non-exclusive right-of-way (described in Exhibit C as "Pipeline & Access Easement") for the installation and maintenance of a pipeline, and for ingress to and egress from said Property B, hereinafter referred to as "New Easement." Exhibit C is attached and incorporated herein as if fully set forth.

- D. Given the age of the redwood tanks located on the Hind Tank Lot, District is currently planning a tank replacement project ("Hind Tank Replacement Project" or "Project") and in conjunction with this plan District and Stephens desire the relocation of the Existing Facilities from Property A to Property B and New Easement, to the mutual benefit of District and Stephens. Stephens is also to benefit from the elimination of the visual impacts of the Existing Facilities to Stephens' properties, and the acquisition of the described Hind Tank Lot for future use.
- E. District and Stephens agree to effect the said relocation by exchanging all of the District's right, title and interest in Property A for Property B and New Easement.

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED as follows:

- 1. **RECITALS.** The Recitals are hereby incorporated herein and made part of this Agreement.
- 2. **DUE DILIGENCE PERIOD.** District shall have a period of six months from the date of full execution of this Agreement to conduct its due diligence on Property B, including but not limited to geological assessment and sampling, conducting biological surveys, completion of a phase I Environmental Assessment, conducting site review and land surveys, all as necessary for District to determine, in its sole discretion, whether Property B is appropriate for the proposed Hind Tank Replacement Project. If after six months the District determines that Property B is appropriate for the proposed Hind Tank Replacement Project, then District will provide written notice prior to expiration of said six month period and the parties will proceed with the land exchange upon all the terms and conditions contained herein. If District determines in good faith that Property B is not appropriate for the proposed Project, then District will notify Stephens prior to the expiration of the six month period that it will not proceed with the land exchange, and the parties shall have all of the rights and interests in place prior to entering into this Agreement.
- 3. **EQUAL VALUE TRANSACTION.** District and Stephens each agree that this exchange of real property and the work to be performed by District described herein is an equal value transaction with neither party being damaged in the after condition. Consequently, except as specifically set forth herein, this transaction does not provide for any monetary exchange between the parties.

- 4. **DISTRICT WORK.** After obtaining the right to possession of Property B and use of the New Easement, as provided in Paragraph 12, herein below, District will commence construction of the Hind Tank Replacement Project including the additional items set forth herein. District shall diligently pursue construction of the Project, which District will endeavor to complete within two years. The location(s) of construction staging connected with the construction on Property B shall be determined by mutual agreement of the parties. The following are said additional items to be completed as part of District's work:
 - A. Upon completion of the new water tanks on Property B and connection of same to the District water system, District agrees to demolish the Existing Facilities on Property A to bare earth with all materials, waste, and debris resulting from the demolition to be completely removed from and hauled off of Property A and Stephens' Property. The existing water lines will be abandoned in place. Any and all trenches and excavations resulting from said demolition shall be filled with compatible compacted soil. The site (Hind Tank Lot) shall be left clean and level with the surrounding grade.
 - B. As part of and in connection with the Project, District agrees to install new hydrants on Stephens' Property, Property B, or within the District's New Easement along the driveway as may be required by the San Rafael Fire Department for completion of the Project.
 - C. The parties understand and agree that there is an existing water service line currently serving existing residences on Stephens' Property. District agrees to install for use by Stephens, its successors and assigns, two new one-inch water services, and to relocate the existing one-inch service (SV-00851) to be connected to the new water pipeline to be installed within the New Easement for a total of three meters and service lines for the purpose of connecting existing residences on Stephens' Property. District will install new service lines from the newly installed water main line to new meter boxes located within District's New Easement along Stephens' driveway. Stephens will be responsible for connecting the service lines to each of the residences, including the payment of the District's standard connection fee for one of the new water service connections prior to receiving new water services. In addition, District agrees to install a one-inch water main tap access at the main only and not a water service line or meter, which may be used for the potential future development of the Hind Tank Lot, subject to issuance of necessary building permits, filing an application with District, installation of necessary water service line and meter and payment of all appropriate fees.
 - D. District agrees to install a new roadway to and above the existing water tanks on Property A, as designed on ILS Associates, Inc. drawing, dated November 1, 2021, attached as Exhibit D, and incorporated herein as if fully set forth, provided, however, that Stephens will be responsible for the cost of the new roadway beyond that required to provide access to Property B and also provided that Stephens has provided completed engineering and grading plans for this portion of the new roadway, to serve Stephens'

Property, to District within sixty (60) days from full execution of this Agreement to allow District to incorporate the work into District's Project plans and specifications. At such time as District contracts for construction of the Project, District will provide Stephens with a true and correct copy of the contract including the cost for this portion of the roadway construction. Stephens will deposit this amount into Escrow in favor of District within ten (10) days from receipt of the notice of cost from District. If Stephens fails to make this deposit within said ten days, District will have no obligation to complete this portion of the new roadway.

- E. District agrees to pay Stephens the amount of \$48,000 for the removal of three (3) existing palm trees near the New Easement that must be removed for the Project and will not be replaced, which amount will be placed in Escrow by District in favor of Stephens prior to the completion of the Project.
- F. District agrees to provide screening of the new water tanks on Property B by planting ten 48-inch box Redwood trees between the existing houses on Stephens' Property and Property B. When constructing the Project, District will endeavor to preserve as many existing Redwood trees as possible. The location of the installation of each of the new trees will be mutually agreeable to District and Stephens. District shall be responsible for the installation of the screening trees and an irrigation system. Upon completion of the installation of the screening trees and the irrigation system, the trees and the irrigation system shall become the property of Stephens and responsibility for the operation and maintenance thereof shall pass to Stephens. The water for the irrigation system shall be supplied through one of Stephens' water services.
- G. District shall inform Stephens after its new water tanks on Property B and demolition of the Existing Facilities on Property A are complete. District will then install a two-inch lift of asphalt paving on the entire driveway located within the New Easement beginning at Margarita Drive, in accordance with Marin County paving standards.
- H. Stephens and District agree that during District's construction of the Project each will cooperate with the other to assure that Stephens or Stephens' invitees, licensees or guests will not unreasonably interfere with District's work hereunder, and District or its employees, contractors, or persons related thereto will not unreasonably interfere with the use and enjoyment of Stephens' Property by Stephens or Stephens' invitees, licensees or guests. Each party will promptly notify the other of such interference and request abatement. District will not be responsible for any delays in construction of the Project due to interference by Stephens or Stephens' invitees, licensees or guests, provided District promptly notifies Stephens of such interference and it is left unabated.
- I. District agrees to remove all construction debris and grading spoils resulting from its work in connection with construction of the new water tanks from Stephens' Property.

5. **HOLD HARMLESS.** To the fullest extent permitted by law, District shall indemnify and hold harmless Stephens, its officers, agents, trustees, or employees from and against any third party claims, damages, losses and expenses, of whatever kind or nature, including attorneys' fees, arising out of or resulting from (1) an occurrence on Property A during the District's ownership thereof, and/or (2) an occurrence resulting from the acts and/or omissions of District, its officers, consultants, employees, servants, and/or contractors, during the construction of the Hind Tank Replacement Project on Stephens' Property, and/or (3) an occurrence resulting from the District leaving and abandoning the existing pipeline identified in Recital A, above, and/or (4) District's wrongful use of Property A and/or Property B and/or related easements during District's ownership thereof, including but not limited to ingress to and egress from said properties and related easements, subject to Paragraph 4.H above.

To the fullest extent permitted by law, Stephens agrees to indemnify and hold District, its officers, consultants, contractors and employees harmless from and against any and all third party claims, damages, losses and expenses, of whatever kind or nature, including attorneys' fees, arising out of or resulting from (1) Stephens' wrongful use of Stephens' Property, including but not limited to ingress and egress to and from the Stephens' Property subject to Paragraph 4.H., above, (2) an occurrence on Property B during Stephens' ownership, and/or (3) any interference with the District in performance of the work anticipated hereunder, subject to Paragraph 4.H., above.

Such obligations shall not be construed to negate, abridge, or reduce other rights, remedies, or obligations of indemnity, which may exist as to any or all of the indemnitees described herein.

- 6. **GRANT DEED.** Stephens agrees to transfer Property B to District by grant deed in the form appearing in Exhibit E, attached and incorporated herein as if fully set forth, prior to construction of new water tanks on Property B.
- 7. **EASEMENT DEED.** Stephens agrees to convey the non-exclusive New Easement to District, which shall include the right to locate a District water line in existing conduit, or otherwise, under the driveway to the newly constructed tanks to be located on Property B, as well as the right of ingress and egress in favor of District for the purpose of maintaining, repairing, operating and replacing District facilities on Property B, by easement deed in the form appearing in Exhibit F, attached and incorporated herein as if fully set forth, prior to construction of the new water tanks on Property B.
- 8. **QUITCLAIM DEED.** District agrees to quitclaim its rights to Property A, in the form appearing in Exhibit G, attached and incorporated herein as if fully set forth, upon completion of the Project as herein described.

9. **ESCROW.** Within ten (10) days following notice from District that it has completed its due diligence review of Property B and elects to proceed with the land exchange in accordance with this Agreement, pursuant to Paragraph 2, above, District and Stephens shall open an escrow ("Escrow") to complete the transactions described herein using First American Title Company, Greenbrae, California ("First American") as escrow agent and deposit the executed documents necessary to complete this transaction. This Agreement shall constitute the joint instructions of the parties hereto and the parties agree to execute general escrow instructions in a form that may be reasonably requested by First American to the extent consistent with this Agreement.

Within ten (10) days of opening Escrow, District shall deposit with First American the fully executed Quitclaim Deed in the form appearing in Exhibit G for the purpose of relinquishing and releasing any all right, title and interest District may have in the Hind Tank Lot and any and all related real property rights, pursuant to the Indenture or otherwise, to Stephens.

Within ten (10) days of opening Escrow, Stephens shall deposit with First American the fully executed Grant Deed in the form set forth in Exhibit E and the fully executed New Easement in the form set forth in Exhibit F.

First American is hereby instructed to record the Grant Deed and New Easement in favor of District within ten (10) business days of receipt of said documents. First American shall record the Quitclaim Deed only on upon notice from both parties that District's work contemplated and required hereunder has been completed. Upon completion of District's work, as described herein, the parties will notify First American in writing and First American will (1) record the Quitclaim Deed in favor of Stephens, and (2) release all funds deposited into Escrow to the appropriate parties as provided in this Agreement.

10. **PROCESSING COSTS.** The parties hereto agree that District shall be responsible for, and pay, costs associated with this transaction, including recording fees for both parties. The parties shall each bear the costs of their own title insurance, if any.

11. **TITLE.**

- A. District shall take title to Property B and the New Easement as described herein free and clear of all liens and encumbrances, taxes and assessments, penalties and costs, leases (recorded and unrecorded), easements, rights-of-way, bonds, and any and all restrictions and reservations of record.
- B. Stephens shall take title to Property A described herein free and clear of all liens and encumbrances, taxes and assessments, penalties and costs, leases (recorded and unrecorded), easements, rights-of-way, bonds, and any and all restrictions and reservations of record.

- 12. **POSSESSION.** District shall be entitled to take possession of Property B and the New Easement upon recordation of deeds thereto. Stephens shall be entitled to take possession of Property A upon recordation of the quitclaim deed thereto.
- 13. **NOTICES.** Any notice, request, demand, instruction or other communication to be given to any party hereunder shall be in writing and delivered as follows:

If to District, to: Marin Municipal Water District

Attn: District General Counsel

220 Nellen Avenue

Corte Madera, CA 94925

If to Stephens, to: Charles Stephens

Stephens Properties, Inc.

P.O. Box 750007 Petaluma, CA 94975

Notice shall be delivered personally, including by messenger or courier, or by certified mail, return receipt requested, postage prepaid. Notices shall be deemed to have been duly given (a) if delivered personally, on the date of delivery; (b) if transmitted by certified mail, on the earlier of (i) the second (2nd) business day after the date of such mailing, or (ii) the date of receipt. The addresses and addressees for the purposes of this paragraph may be changed by giving written notice of such change in the manner provided herein for giving notice. Unless and until such written notice is received, the last address and addressee as stated by written notice, or as provided herein if no written notice or change has been sent or received, shall be deemed to continue in effect for all purposes hereunder.

- 14. **FURTHER ASSURANCES.** District and Stephens agree that at any time or from time to time after the execution of this Agreement, and whether before or after the recordation of deeds, they will, upon request of the other, execute and deliver such further documents and do such further acts and things as such party may reasonably request in order to fulfill the purposes of this Agreement.
- 15. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.
- 16. **TIME.** Time is of the essence of this Agreement and failure to comply with this provision shall be a material breach of this Agreement.

17. HAZARDOUS WASTE.

A. During the time in which District has owned Property A, neither District nor, to the best of District's knowledge (*without having conducted an inquiry*), any third party

has used, generated, manufactured, produced, stored or disposed of, on, under or about Property A, or transported to or from said property any hazardous materials. District knows of no proceeding or inquiry by any governmental authority or agency in connection with the presence of hazardous materials on said property.

- B. During the time in which Stephens has owned the property described in Exhibit C, neither Stephens nor to the best of Stephens knowledge (*without having conducted an inquiry*), any third party has used, generated, manufactured, produced, stored or disposed of, on, under or about the property described in Exhibit C or transported to or from said property any hazardous materials. Stephens knows of no proceeding or inquiry by any governmental authority or agency in connection with the presence of hazardous materials on said property.
- 18. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. This Agreement was negotiated at arm's length by the parties hereto. The provisions herein shall not be construed in favor of or against any party, but shall be construed as if all parties prepared this Agreement.
- 19. **EFFECT OF WAIVER OF PROVISION ON REMEDY.** No waiver by a party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a party of any remedy provided in this Agreement or at law shall not prevent the exercise by that party of any other remedy provided in this Agreement or at law.
- 20. **TITLE AND CAPTIONS.** The title of this Agreement and the captions heading the various paragraphs of this Agreement are for convenience and shall not be considered to limit, expand, or define the contents of this Agreement as a whole or the respective paragraphs. Masculine, feminine, or neuter gender and the singular and the plural number, shall each be considered to include the other whenever the context so requires.
- 21. **NO REPRESENTATION REGARDING LEGAL EFFECT OF DOCUMENT.** No representation, warranty, or recommendation is made by either party, its agents, employees, or attorneys regarding the legal sufficiency, legal effect, or tax consequences of this agreement or the transaction, and each signatory is advised to submit this agreement to his respective attorney before signing it.
- 22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which is deemed to be an original, and may be signed in counterparts, but all of which taken together shall constitute one instrument.
- 23. **ENTIRE AGREEMENT.** This Agreement embodies the entire agreement and understanding between the parties relating to the subject matter hereof and shall not be amended, waived or discharged except by an instrument in writing executed by both

- parties. This Agreement supersedes all prior discussions, negotiations, agreements and memoranda whether oral or written.
- 24. **COMMISSIONS.** Each of the parties hereto represents and warrants that it has not dealt with any salesperson, broker or finder with respect to this transaction. No fees or commissions shall be paid by either party relating to this transaction; any fees or commissions shall be the sole responsibility of each party.
- 25. **NO MERGER.** The terms and conditions of this Agreement shall survive closing and shall not merge into the deeds.
- 26. **ATTORNEY'S FEES.** In any action or proceeding connected with the enforcement of this Agreement, the prevailing party shall be entitled to an award of attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first above written.

MARIN MUNICIPAL WATER DISTRICT		
{Name}, {Title}	Date	
APPROVED AS TO FORM:		
Molly MacLean, District General Counsel		
STEPHENS PROPERTIES, INC.		
Charles R. Stephens, President	Date	

THE STEPHENS FAMILY 1996 TRUST DATED JANUARY 23, 1996

Charles R. Stephens, Trustee	Date	
Sun P. Stephens, Trustee	Date	
List of Exhibits:		
Exhibit A – 1930 Indenture		
Exhibit B – 1985 Quitclaim Deed		
Exhibit C – Property B legal description and Plat	Map	
Exhibit D – ILS Associates, Inc. drawing, Drivew	ay Improvement Plan	
Exhibit E – Form of Grant Deed, Property B from	Stephens to District	
Exhibit F – Form of Easement Deed, New Easement	ent	

Exhibit G – Form of Quitclaim Deed, Property A from District to Stephens

Section 8. Item #a.



STAFF REPORT

Meeting Type: Board of Directors

Title: Water Loss Control Program Update

From: Paul Sellier, Water Resources Director

Through: Ben Horenstein, General Manager

Meeting Date: February 27, 2024

TYPE OF ACTION: Action X Information Review and Refer

RECOMMENDATION: Receive staff update on the District's water loss control program

SUMMARY: Marin Water has had an ongoing water loss reduction program for decades addressing both leaks that surface which are often reported to the District by our customers and leaks that are discovered through our proactive leak detection program. Recently the State has established regulations and annual reporting requirements to address water loss as part of *Making Conservation a California Way of Life*. Staff will provide a presentation on the recent review of the District's Water Loss program.

DISCUSSION: While water loss was identified as an area for improvement in the Strategic Water Supply Assessment Roadmap, drivers for the review of our Water Loss program included both the need and desire to save water by improving a long standing program as well as recent State regulations around water loss as part of *Making Conservation a California Way of Life*.

Water Loss Regulations

All water utilities are required to submit validated water audits to the Department of Water Resources annually. Starting in 2028, the water audits will be used to establish compliance with State Water Resource Control Board volumetric water loss performance standards. Ensuring our water loss control efforts are consistent with driving water loss to the most economically viable limit is not only best practice, but it will also aid in the effort towards ensuring the District is on the path to meet or exceed state regulated water loss targets. Staff will provide an update on the 2022 validated water loss submittal and trends over the last few years of reporting.

Current Leak Reduction Program

Most leaks are reported by the public (~90%) with the remainder found through our internal proactive leak detection efforts. When a leak is reported or found staff works to prioritize responses based on the

Section 8. Item #a.

impact to providing reliable service. Each leak is classified into a three-class system and prioritized/scheduled by a field supervisor:

- Class I access to drinking water is impacted (a mainline must be shut off), these leaks are prioritized and responded to immediately.
- Class II service is not impacted because of the leak, the leak will be managed based on available resources.
- Class III the leak is very minor and water loss is estimated to be low, the leak will generally be repaired within 2-3 weeks depending on other priorities.

Staff documents each leak and leak repair including the type of leak (crack, hit, hole, split, etc), type of pipe material, type of facility (service line, main, fireline, etc), and estimate of volume of water lost, and other site attributes. All repairs are managed with in-house personnel and once the repair is completed the crew lead completes a sketch of the repair remedy documenting the necessary steps and materials used in the repair. These repair notes are later transferred back into GIS.

Work Underway to Reduce Water Loss

A gap assessment is underway with the aim to better understand water loss in the distribution system by improving the accuracy of inputs in the State required water audit, understanding the current extent of water loss control activities and practices within the various departments, and to highlight areas for additional water loss recovery efforts.

There is interest to understand how new leakage recovery techniques can be used to supplement our current water loss control program activities. A list of primary leakage management technologies for the District to consider has been developed. These strategies are being evaluated and considered for piloting.

Staff will provide an update on the regulatory reporting, the current water loss practices and the work underway to evaluate and pilot new technologies/practices to further reduce water loss.

ENVIRONMENTAL REVIEW: Not Applicable.

FISCAL IMPACT: None.

ATTACHMENT(S): None.

Section 8. Item #b.



STAFF REPORT

Meeting Type: Board of Directors

Title: Update on the Water Supply Roadmap Long Term Projects

From: Paul Sellier, Water Resources Director

Through: Ben Horenstein, General Manager

Meeting Date: February 27, 2024

TYPE OF ACTION: Action X Information Review and Refer

RECOMMENDATION: Receive an update on the Water Supply Roadmap Long Term Projects

SUMMARY: On February 28, 2023, the Board selected the Integrated Roadmap for improved water supply resiliency (Roadmap); and since that time, staff has been implementing the early action projects, while in parallel working to advance the longer term, more complex projects. Staff will provide a presentation illustrating the process and work being done to advance the Conveyance and Local Storage projects.

DISCUSSION: Staff will provide a review and status of the longer term Water Supply Roadmap projects focusing on the process with examples of the type of work being undertaken. This is an update intended to provide an overview of the process the teams are following and examples of the work being performed, including an update to the schedule.

ENVIRONMENTAL REVIEW: Not Applicable.

FISCAL IMPACT: None.

ATTACHMENT(S): None.



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)	
Wednesday, Feb. 28, 2024 9:30 a.m.	Communications & Water Efficiency Committee Meeting/Special Meeting of the Board of Directors	Water Efficiency Programs & Outreach Campaign Update	
Thursday, Feb. 29, 2024 6:00 p.m.	Watershed Committee Meeting/Special Meeting of the Board of Directors	Draft Watershed Recreation Management Planning Feasibility Study	
Tuesday, Mar. 5, 2024 6:30 p.m.	Board of Directors' Regular Bi- Monthly Meeting	Capital Program Update	
Friday, Mar. 8, 2024 9:30 a.m.	Operations Committee Meeting/Special Meeting of the Board of Directors	Phoenix Bon-Tempe Project Update	
Thursday, Mar. 14, 2024 10:00 a.m.	Board of Directors' Board Retreat	Reviewing the District's Annual Work Plans	

External Meetings		
Meeting Date	Meeting Type	
Friday, Mar. 1, 2024 9:30 a.m.	North Bay Watershed Association	
Friday Mar. 15, 2024 9:00 a.m.	Lagunitas Creek Technical Advisory Committee	