

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

MEETING DATE: March 21, 2023

TIME: 6:30 p.m. – Open Session
Closed Session to Follow (Only Board and Staff)

LOCATIONS: This meeting will be held in-person and virtually.

<i>Open Session</i>	<i>Closed Session</i>	<i>Virtually</i>
Marin Water Board Room 220 Nellen Avenue Corte Madera, CA 94925	Marin Water Mt. Tam Conference Rm. 220 Nellen Avenue Corte Madera, CA 94925	URL: https://us06web.zoom.us/j/88134852296 Webinar ID: 881 3485 2296 Phone Call: 1-669-444-9171 or 1-669-900-6833

EMAILED PUBLIC COMMENTS: You may submit your comments in advance of the meeting by emailing them to BoardComment@MarinWater.org. All emailed comments received by 3:00 p.m. on the day of the meeting will be provided to the Board of Directors prior to the meeting. All emails will be posted on our website. **(Please do not include personal information in your comment that you do not want published on our website such as phone numbers and home addresses.)**

PARTICIPATION DURING MEETINGS:

In-person Attendee: Fill out a speaker card prior to the meeting and place it in the container for a District staffer to collect. List the number of the agenda item(s), which you would like to provide a comment.

The board secretary will call first the in-person attendees. Once your name or identifiable mark is called, go to the lectern, and you have up to three (3) minutes to provide a comment. After your comment or after the timer goes off, please go back to your seat.

Virtual Attendee: Click on the “raise hand” button on the bottom of the Zoom screen. If you are joining by phone and would like to comment, press *9 and staff will call on you by the last four digits of your phone number. Virtual attendees will be called upon after the in-person attendees.

(Note: The board president may shorten the amount of time for public comment due to large numbers of both in-person and virtual attendees.)

AGENDA ITEMS	RECOMMENDATIONS
Call to Order and Roll Call* (<i>Marin Water Board Room</i>)	
Adoption of Agenda	<i>Approve</i>
Public Comment - Items Not on the Agenda Members of the public may comment on any items not listed on the agenda during this time. Comments will be limited to three (3) minutes per speaker, and time limits may be reduced by the board president to accommodate the number of speakers and ensure that the meeting is conducted in an efficient manner.	
Directors' and General Manager's Announcements (<i>6:40 p.m. – Time Approximate</i>)	
Consent Calendar (<i>6:45 p.m. – Time Approximate</i>) All matters listed on the consent calendar are considered to be routine and will be enacted by a single action of the Board, unless specific items are removed from the consent calendar by the Board during adoption of the agenda for separate discussion and action.	
1. Minutes of the Board of Directors' Special Meeting of February 28, 2023 and Regular Board Meeting of March 7, 2023	<i>Approve</i>
2. General Manager's Report February 2023	<i>Approve</i>
3. Award of Contract No. 1993, 2023 San Rafael Concrete Culvert Repair Project, to Pacific Underground Services, to Repair a Section of a Concrete Storm Drain Box Culvert on Bayview Street	<i>Approve</i>
4. Amendment No. 2 to Professional Services Agreement MA-5963, with Woodard & Curran, Inc., for Grant Funding Assistance and Engineering Services During Construction of the Pine Mountain Tunnel Tanks Replacement Project	<i>Approve</i>
5. Professional Services Agreement with National Response Team for Water Remediation and Restoration Services	<i>Approve</i>
6. New Lease Agreement for West Point Inn with the West Point Inn Association	<i>Approve</i>

***MARIN WATER BOARD OF DIRECTORS ORDER OF ROLL CALL:** LARRY RUSSELL, MATT SAMSON, JED SMITH, RANJIV KHUSH, AND MONTY SCHMITT

AGENDA ITEMS	RECOMMENDATIONS
7. Amendment to Extend the Term of the At-Will Employment Agreement of Molly L. MacLean as the General Counsel of the Marin Municipal Water District	<i>Approve</i>
8. Request to Fill Financial Management Analyst Position in the Administrative Services Division	<i>Approve</i>
Regular Calendar (6:50 p.m. – Time Approximate)	
9. Resolution for Grant Funding for the Federal WaterSMART Program (Approximate time 15 minutes)	<i>Approve</i>
10. Water Supply and Roadmap Update (Approximate time 25 minutes)	<i>Information</i>
11. Post Retreat Follow Up (Approximate time 10 minutes)	<i>Information</i>
12. Future Meeting Schedule and Agenda Items (Approximate time 5 minutes)	<i>Information</i>
Closed Session (7:45 p.m. – Time Approximate)	

Public Comment – Only on Items on the Closed Session

Comments will be limited to three (3) minutes per speaker, and time limits may be reduced by the board president to accommodate the number of speakers and ensure that the meeting is conducted in an efficient manner.

Convene to Closed Session (Mt. Tam Conference Room) (Only the Board of Directors and staff will participate)

13. Conference with Labor Negotiator (Government Code §54957.6)

Agency Designated Representative: Ben Horenstein, General Manager

Employee Organizations: Service Employees International Union, Local 1021;
Unrepresented Employees

Convene to Open Session at or after 8:45 p.m. (Marin Water Board Room)

***MARIN WATER BOARD OF DIRECTORS ORDER OF ROLL CALL:** LARRY RUSSELL, MATT SAMSON, JED SMITH, RANJIV KHUSH, AND MONTY SCHMITT

AGENDA ITEMS**RECOMMENDATIONS****Closed Session Report Out**

Adjournment (8:45 p.m. – Time Approximate)

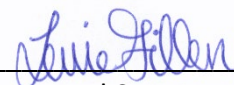
ADA NOTICE AND HEARING IMPAIRED PROVISIONS:

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 Board Secretary Terrie Gillen at 415.945.1448, at least two 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 OFFICE, AND ON THE MARIN WATER WEBSITE (MARINWATER.ORG)

FUTURE BOARD MEETINGS (IN-PERSON):

Dates	Meetings
Thursday, March 28, 2023 1:30 p.m.	<ul style="list-style-type: none">• Finance & Administration Committee/ Board of Directors (Finance & Administration) Special Meeting
Tuesday, April 4, 2023 6:30 p.m.	<ul style="list-style-type: none">• Regular Bi-Monthly Meeting of the Board of Directors



Board Secretary

***MARIN WATER BOARD OF DIRECTORS ORDER OF ROLL CALL:** LARRY RUSSELL, MATT SAMSON, JED SMITH, RANJIV KHUSH, AND MONTY SCHMITT



Approval Item

TITLE

Minutes of the Board of Directors' Special Meeting of February 28, 2023, and Regular Bi-Monthly Meeting of March 7, 2023

RECOMMENDATION

Approve the adoption of the minutes

SUMMARY

The Board of Directors held a special meeting for the *Strategic Water Supply Assessment Working Session* on February 28 and a regular meeting on March 7. The minutes of those meetings are attached.

DISCUSSION

None

FISCAL IMPACT

None

ATTACHMENT(S)

1. Minutes of the Board of Directors' Special Meeting of February 28, 2023
2. Minutes of the Board of Directors' Regular Bi-Monthly Meeting of March 7, 2023

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

**MARIN MUNICIPAL WATER DISTRICT
SPECIAL MEETING OF THE BOARD OF DIRECTORS**

**STRATEGIC WATER SUPPLY ASSESSMENT WORKING SESSION
MINUTES**

Tuesday, February 28, 2023

Via teleconference

(In accordance with Assembly Bill 361)

CALL TO ORDER AND ROLL CALL

President Monty Schmitt called the meeting to order at 5:00 p.m.

Directors Present: Ranjiv Khush, Larry Russell, Matt Samson, Jed Smith, and Monty Schmitt (*Director Russell arrived at 5:03 p.m.*)

Directors Absent: None

DISCUSSION ITEM:

1. Strategic Water Supply Assessment – Presentation of Roadmap Options

General Manager Ben Horenstein opened this item thanking the Jacobs Engineering consultants and staff for the time and work on the Strategic Water Supply Assessment (SWSA). He also introduced a new project that may be included in one of the strategies, which was the Forecasting & Stream Release Automation. This automation would measure stream flows based on real time data and may help reduce excess releases.

Consultant Armin Munevar and Water Resources Director Paul Sellier presented to the Board of Directors (Board) the SWSA Roadmap Options. Mr. Munevar opened with reiterating the process of putting together the SWSA. Followed by Water Resources Director Paul Sellier highlighting water demand reduction through the Water Efficiency Program, which focused on the *Water Conservation Element, Water Efficiency Master Plan, and Drought Response Actions*.

Next, Mr. Munevar proposed three (3) strategies and the roadmap for each one. They were the *Marin-Sonoma Strategy, Desalination Strategy, and Bay Intertie Strategy*. He explained the roadmap options for each strategy, the stress test results for each strategy, and reviewed a comparison of the strategies (looking at the relative benefits and challenges). Based on the pros and cons of the three strategies, Mr. Munevar proposed the *Integrated Strategy*, which combined certain projects from the other three strategies. He then

concluded with *Next Steps* for the Board to select a roadmap, and explained that following approval by the Board, staff would begin implementation.

Discussion ensued.

There were nine (9) public comments.

After public comment, the Board continued deliberation and discussion of whether to proceed or delay for further information.

On a motion made by Director Smith and seconded by Director Samson, the board selected the *Integrated Strategy Roadmap (ISR)*, along with a request for to provide a more detailed implementation plan to identify costs and timing for each item included in the ISR.

Ayes: Directors Khush, Russell, Samson, Smith, and Schmitt
Noes: None

ADJOURNMENT

There being no further business, the special meeting adjourned at 8:07 p.m.

Board Secretary

**MARIN MUNICIPAL WATER DISTRICT
BOARD OF DIRECTORS**

MEETING MINUTES

Tuesday, March 7, 2023

Via In-Person and Virtually

Open Session Location:	Closed Session Location:
Marin Water - Board Room 220 Nellen Avenue Corte Madera, California 94925	Marin Water – Mt. Tam Conference Room 220 Nellen Avenue Corte Madera, California 94925

CALL TO ORDER AND ROLL CALL

Vice President Ranjiv Khush called the meeting to order at 5:03 p.m. in the Board Room.

Directors Present: Matt Samson, Monty Schmitt, Jed Smith, Larry Russell, and Ranjiv Khush,
(Director Russell arrived during Public Comment for Closed Session items.)

Directors Absent: None

Vice President Khush announced that Agenda Item 4 of the Closed Session was moved to a date to be determined.

President Schmitt announced that he was at home due to COVID-19, but that he would participate virtually in the meeting in accordance with Assembly Bill 2449, Just Cause provisions due to a contagious illness.

ADOPTION OF AGENDA

On motion made by Director Smith and seconded by Director Samson, the board adopted the agenda.

Ayes: Directors Smith, Khush, Samson, and Schmitt
Noes: None
Absent: Director Russell

There were no public comments.

PUBLIC COMMENT – ONLY ON ITEMS ON THE CLOSED SESSION

There was one (1) public comment.

Director Russell arrived at the Board Room.

CONVENE TO CLOSED SESSION

The directors convened to Closed Session at approximately 5:07 p.m. and went to the Mt. Tam Conference Room.

CLOSED SESSION ITEMS

1. Conference with Labor Negotiator (Government Code §54957.6)

Agency Designated Representative: Ben Horenstein, General Manager
Employee Organizations: Service Employees International Union, Local 1021;
Unrepresented Employees

2. Conference with Real Property Negotiators (Government Code §54956.8)

Agency Negotiator: Bennett Horenstein, General Manager
Negotiating Party: West Point Inn Association, a California nonprofit corporation;
Donald Keely, Mark Northcross, Terrel Mason
Property: West Point Inn
Under negotiation: Price and Terms

3. Conference with Legal Counsel – Anticipated Litigation (Government Code § 54956.9)

Number of Cases: Unknown

4. Conference with Legal Counsel –Existing Litigation (California Government Code Section § 54956.9)

Coalition of Sensible Taxpayers vs. Marin Municipal Water District
Case No.: CIV 1903160

(Item 4 was pulled from the agenda as stated by Vice President Khush at the beginning of the meeting.)

CONVENE TO OPEN SESSION

The board came back from the Mt. Tam Conference Room to the Board Room and reconvened

to Open Session at 6:34 p.m.

CLOSED SESSION REPORT OUT

Vice President Khush stated that there was no reportable action and that Agenda Item 4 was postponed to a later date. Furthermore, the Board would go back to Closed Session to discuss Agenda Item 3 after the last item of the Open Session.

PUBLIC COMMENT – ITEMS NOT ON THE AGENDA

There were four (4) public comments.

DIRECTORS' AND GENERAL MANAGER'S ANNOUNCEMENTS & COMMITTEE REPORTS

- Director Smith provided a report of what took place at the Finance & Administration Committee Meeting of February 23.
- Vice President Khush reported that he and Director Russell had attended the North Bay Watershed Association monthly meeting and heard about grant opportunities that he would share with District staff.
- General Manager Ben Horenstein commented on this evening's brief agenda items, as well as indicating that he would sign on to an ACWA coalition in support of *Senate Bill 23 - Water Supply and Flood Risk Reduction Projects: Expedited Permitting (Caballero)* and bring back future District endorsement to the Board for consideration. Based on concerns expressed by President Schmitt, GM Horenstein indicated he would refrain for signing on to the coalition until the item had been considered by the Board.

CONSENT CALENDAR (ITEMS 5-9)

- | | |
|---------------|---|
| Item 5 | Minutes of the Board of Directors' Regular Board Meeting of February 21, 2023 |
| Item 6 | Third Amendment to Contract No. 1902 with W.K. McLellan Co. Inc. for Asphalt Concrete Paving Restoration and Concrete Work |
| Item 7 | Request to Fill Operations Director Position |
| Item 8 | Request to Fill Communications Specialist Position |
| Item 9 | Request to Fill Associate or Assistant Engineer Position in the Engineering Division |

On motion made by Director Samson and seconded by Director Smith, the board approved the Consent Calendar.

Ayes: Directors Samson, Smith, Russell, Schmitt, and Khush
Noes: None
There were no public comments for the Consent Calendar items.

REGULAR CALENDAR (ITEM 10)

Item 10 Future Meeting Schedule and Agenda Items

The board secretary reported on upcoming internal and external meetings.

There was no public comment.

This was an informational item. The board did not take any formal action.

The board concluded the Open Session, convened to Closed Session at 7:00 p.m., and went to the Mt. Tam Conference Room.

CLOSED SESSION ITEM

3. Conference with Legal Counsel – Anticipated Litigation (California Government Code Section § 54956.9)

Number of Cases: Unknown

CONVENE TO OPEN SESSION

The board, except President Schmitt, came back from the Mt. Tam Conference Room to the Board Room and reconvened to Open Session at 7:26 p.m.

CLOSED SESSION REPORT OUT

Vice President Khush reported that the board adjourned the Closed Session at 7:25 p.m. with no reportable action, but with direction to staff.

ADJOURNMENT

There being no further business, the Board of Directors' Regular Meeting of March 7, 2023, adjourned at 7:27 p.m.

Board Secretary

Approval Item

TITLE

General Manager's Report February 2023

RECOMMENDATION

Approve Report.

SUMMARY**A. HIGHLIGHTS:**

- The daily average net production for the month of February 2023 was 14.1 MGD compared to 15.4 MGD for the month of February 2022. Typical usage for February is 17.4 MGD.
- The daily average flow from Sonoma County Water Agency for the month of February 2023 was 2.0 MGD compared to 10.0 MGD for the month of February 2022.
- In February after a nearly year-long effort the Strategic Water Supply Assessment effectively concluded in late February with the selection of the Integrated Roadmap. The District's water supply roadmap combines a mix of short-term water supply strategies with pre-design work to support medium- and longer-term options.
- The district continues to make progress toward FY23 acre targets in the Biodiversity Fir, & Fuels Integrated Plan. Specifically in February Watershed staff began coordinating advance Migratory Nesting Bird surveys for all planned veg clearing work, including pile burns. Contractors completed a unique vegetation removal project on Pine Mt. Fire Rd to support Foothill Yellow Legged Frog habitat. Annual Broom Pulling work started in February and contractors cleared approximately 60 acres of land containing infestations of French & Spanish Broom. Pile burns continue on the watershed as weather conditions and staffing allow.
- The District submitted a concept proposal request for \$723,000 to CDFW's Fisheries Restoration Grant Program to develop restoration design plans and complete environmental review for five sites in Lagunitas Creek. Fisheries staff continued annual salmon and steelhead monitoring surveys, although heavy rain and high flows limited safe access to the streams for much of January and February.
- The District Watershed Volunteer Program carried out Turtle Observer Trainings – 2 Saturday mornings over zoom that were attended by 28 potential community science volunteers. The District hosted one Saturday Habitat Restoration event at Phoenix Lake that was attended by 18 volunteers.

- Design began for replacing the ammonia tank at the Ignacio Pump Station. The interior coating on the old steel tank is failing, causing the feed line to become occasionally clogged with coating material that has detached from the wall. By replacing the ammonia tank with a new stainless steel tank, the District can ensure that it has a reliable treatment system which will allow the District to maximize its allotment of water from the SCWA without interruption to treatment and transmission into our system.
- Design began on a new pipeline replacement project to replace approximately 3,000 feet of 1922, 6-inch, cast-iron pipe on Paradise Drive, in the Town of Tiburon ahead of the Town's road reconstruction project. The Town has notified the District that their full depth reclamation project will grind down the street 18 inches and our water main is located at approximately 20 inches of cover. By replacing this section of cast iron with new welded steel pipe at a depth of 36-inches, the District will be able to ensure that the pipe will not be damaged during the reconstruction process and will have a new reliable and resilient section of distribution main along this section of Paradise Drive.
- Completed the contract preparation process with Sun Solar to replace Administration Building UPS with new Lithium battery wall and solar backup.
- The WQ lab ensured that the water supplied met or surpassed water quality regulations by collecting and analyzing over 2,109 analyses on lakes, treatment plants, and distribution system samples.
- M&E installed and tested a new high sump alarm and sump pump under the Motor Control Center at Kastania Pump Station. During the January storm event the existing pump failed and there was no high sump alarm in place causing water to infiltrate conduit and soak some wiring causing an electrical hazard. The new high sump alarm and new sump pump should eliminate the electrical hazard from happening again during another storm event.
- Controls Techs replaced the two old flowmeters, which were the propeller type, on the North Marin Line with two new Rosemont mag meters, which are much more accurate
- District Staff burned approximately 350 piles in February in coordination with California Conservation Corps & Hanford ARC.

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 2022/23		FY 2021/22	
	(million gallons)	(acre-feet)	(million gallons)	(acre-feet)
Potable				
Total production this FY	4,538	13,928	4,297	13,187
Monthly production, February	395	13,928	432	1,325
Daily average, February	14.09	43.24	15.42	47.33
Recycled				
Total production this FY	149.50	458.80	128.48	394.29
Monthly production, February	6.48	19.89	8.73	26.79
Daily average, February	0.23	0.71	0.31	0.96
Raw Water				
Total production this FY	42.81	131.38	26.94	82.68
Monthly production, February	0.00	0.00	0.00	0.00
Daily average, February	0.00	0.00	0.00	0.00
Imported Water				
Total imported this FY	933	2,864	1,488	76,119
Monthly imported, February	57	175	280	3,167
Reservoir Storage				
Total storage, December	25,927	79,435	24,291	74,546
Storage change during February	43	14,068	-513	-1,573
Stream Releases				
Total releases this FY	1,814	5,566	1,767	5,423
Monthly releases, February	172	528	577	1,771

2. <u>Precipitation:</u>	<u>FY 2022/23 (in.)</u>	<u>FY 2021/22 (in.)</u>
Alpine	41.17	40.89
Bon Tempe	40.81	38.67
Kent	39.07	39.19
Lagunitas *	53.50	43.26
Nicasio	34.59	24.75
Phoenix	47.93	45.06
Soulajule	34.34	26.92
* Average to date = 39.34 inches		

3. Water Quality:

<u>Laboratory:</u>	<u>FY 2022/23</u>	<u>FY 2021/22</u>
Water Quality Complaints:		
Month of Record	8	5
Fiscal Year to Date	105	101
Water Quality Information Phone Calls:		
Month of Record	9	11
Fiscal Year to Date	63	83

The WQ lab ensured that the water supplied met or surpassed water quality regulations by collecting and analyzing 2,109 analyses on lakes, treatment plants and distribution system samples.

Complaint Flushing: No flushing events were performed for this month on record.

Tank Survey Program: 34 water storage tank sanitary surveys were performed during the month. 20.16 % planned survey program has been completed for calendar year 2023.

Disinfection Program: 1,854" of new pipeline was disinfected during the month of February. Performed chlorination on 1 water storage tank to ensure compliance with bacteriological water quality regulations.

Tank Water Quality Monitoring Program: Performed 32 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 performed 34 sanitary tank surveys, treated 1 tank for low chlorine, and checked an additional 32 tanks for low chlorine residual in February 2023.

4. Water Treatment:

<u>Treatment Results</u>	<u>San Geronimo</u>		<u>Bon Tempe</u>		<u>Ignacio</u>	
	Average	Monthly Goal	Average	Monthly Goal	Average	Monthly Goal
Turbidity (NTU)	0.06	≤ 0.10	0.04	≤ 0.10	0.03	≤ 0.10
Chlorine residual (mg/L)	2.71	2.75 *	2.79	2.75 *	2.79	2.75 *
Color (units)	0.4	≤ 15	0.2	≤ 15	0.0	≤ 15
pH (units)	7.8	7.8*	7.9	7.8*	8.0	8.1**

* Set monthly by Water Quality Lab

** pH to Ignacio is controlled by SCWA

5. Capital Improvement:

- a. San Geronimo Treatment Plant Permanent Emergency Generator Project (D19027)
Summary: This project involves the installation of emergency generators, electrical equipment, fuel storage tanks and site grading all within the community of Woodacre.

- Project Budget: \$5,375,600
- Monthly Activities: The Contractors and District forces are finalizing automation of the emergency generator equipment. Outstanding work includes finalizing necessary programming for integration with the District's SCADA system and the installation of two new control breakers on the existing switchgear and MCC lineup. The completion of system automation and functional testing is estimated March 17th 2023.

- b. Treehaven Pipeline Replacement Project (F21003): This project is a component of the District's Fire Flow Improvement Program, and will replace nearly 8,000 linear feet of undersized fire flow deficient pipe as old as 95-years with 8-inch and 6-inch welded steel pipe.
- Project Budget: \$3,654,990
 - Monthly Activities: The project has been delayed, but staff anticipate the project to begin in March. The revised completion date is estimated Fall 2023.

6. Other:

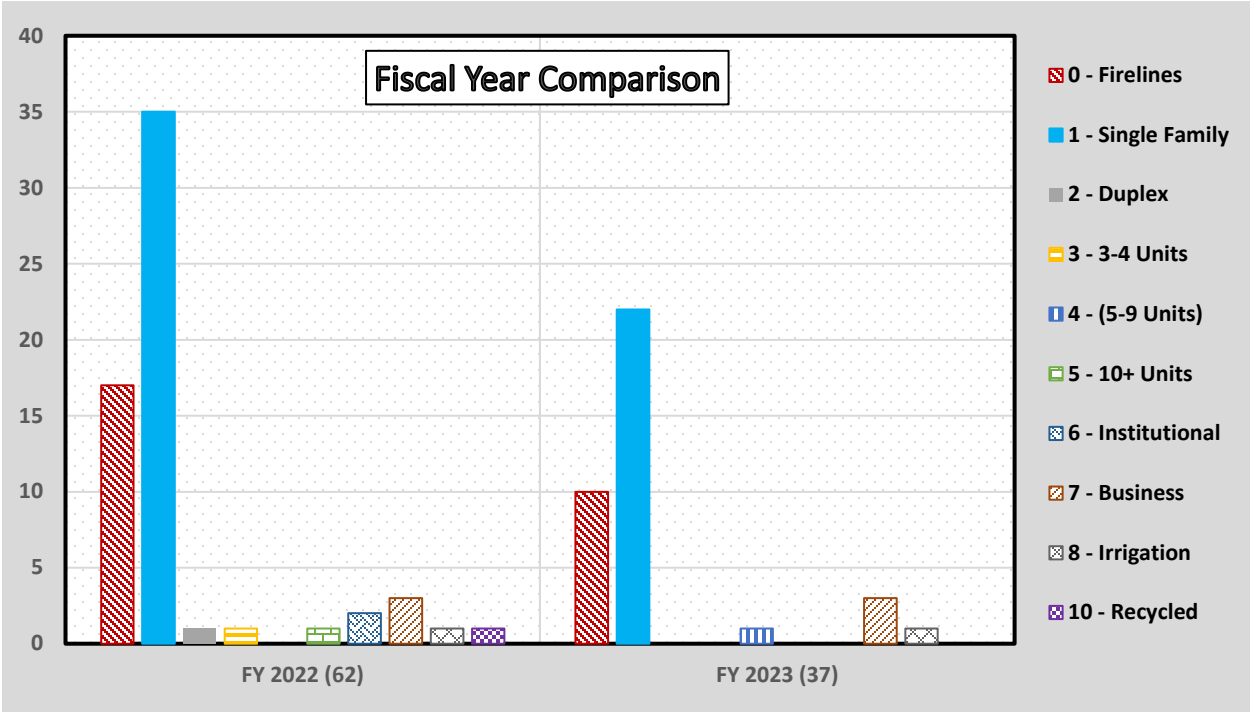
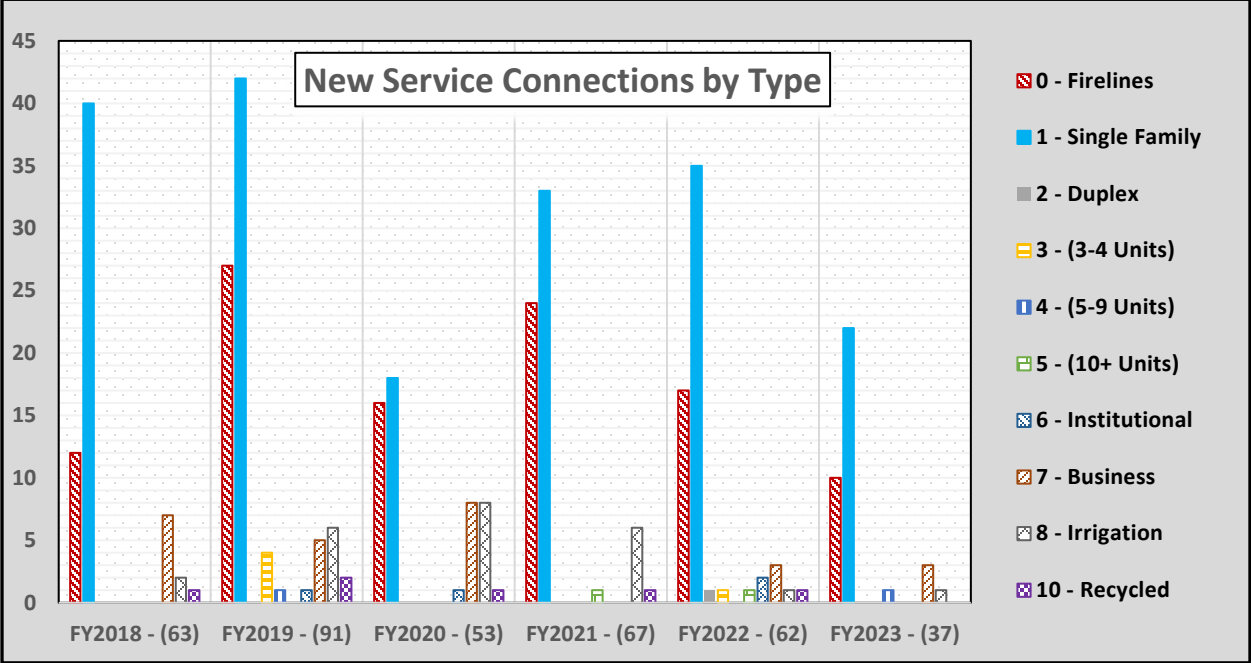
<u>Pipeline Installation</u>	<u>FY2022/23</u>	<u>FY2021/22</u>
Pipe installed during February (feet)	1,146	6,746
Total pipe installed this fiscal year (feet)	8,083	16,746
Total miles of pipeline within the District	908*	908*

** Reflects adjustment for abandoned pipelines*

<u>Pipe Locates (837 Responses)</u>	<u>FY2022/23</u>	<u>FY2021/22</u>
Month of February (feet)	16,146	27,185
Total this fiscal year (feet)	176,586	315,602

<u>Main Line Leaks Repaired:</u>	<u>FY2022/23</u>	<u>FY2021/22</u>
Month of February	19	17
Total this fiscal year	135	111

<u>Services:</u>	<u>FY2022/23</u>	<u>FY2021/22</u>
Service upgrades during February	9	13
Total service upgrades this FY	111	93
Service connections installed during February	1	1
Total active services as of February 1, 2023	61,873	61,802



7. Demand Management:

	Feb-23	FY 22/23 TOTAL	FY 21/22 TOTAL	FY 20/21 TOTAL
WATER-EFFICIENCY PROGRAMS				
Water-Use Site Surveys				
Conservation Assistance Program (CAP) Consultations				
Residential properties resi 1-2 (single-family)	13	240	731	117
Residential properties resi 3-5 (multi-family units)	1	2	7	5
Non-residential properties resi 6-7 (commercial)	0	2	1	5
Dedicated irrigation accounts resi 8-10 (large landscape)	0	0	3	6
Marin Master Gardeners' Marin-Friendly Garden Walks				0
Residential garden walks	0	52	100	129
Public Outreach and Education, Customer Service				0
Public outreach events (number of people attending)	0	225	1602	0
Public education events (number of participants)	0	186	536	398
Customer calls/emails admin staff	224	2799	9508	5738
School Education				0
School assemblies				0
Number of activities	0	0	0	0
Number of students reached	0	0	0	0
Field trips				0
Number of activities	0	4	0	0
Number of students reached	0	78	0	0
Classroom presentations				0
Number of activities	1	7	0	1
Number of students reached	44	186	0	22
Other (e.g. booth events, school gardens)				0
Number of activities	0	0	0	0
Number of students reached	0	0	0	0
Incentives				0
Number of HECWs approved	8	62	190	163
Number of Rain Barrel/Cisterns approved	2	12	76	19
"Landscape Your Lawn" Turf Replacements approved	1	69	402	6
Number of Laundry-to-Landscape Systems approved	0	1	27	0
Hot water recirculating system rebates	0	23	122	0
Pool Cover rebates	1	18	298	0
HET rebates	2	12	92	0
Number of Smart Controllers rebates approved	1	25	69	85
Number of Smart Home Water Monitor "Flume Direct Distribution" redeemed	16	194	1568	1140
Number of Smart Controllers "Rachio Direct Distribution" approved	2	39	178	233
Advanced Metering Infrastructure (AMI)				0
AMI leak letters sent to customers (>200 GPD)	72	834	1050	1601
ORDINANCES				
Water Waste Prevention				
Water Waste Reports Received	10	295	4451	589
Water Waste Notifications Sent	1	68	0	0
Landscape Plan Review				
Plans submitted	7	45	77	94
Plans exempt	0	3	1	4
Plans completed	0	13	17	19
Plans in workflow (pass & fail)	7	84	123	154
Tier 4 Exemption				0
Inspections that resulted in a pass	0	0	1	1
Graywater Compliance Form				0
Applications Received (as of Dec 2019)	2	57	57	106
Systems installed	0	10	13	7

8. Watershed Protection:

Major Snowfall Events Impact the Watershed

In late February the watershed received the heaviest snowfall in several decades. The upper slopes of Mount Tam had over six inches of snow, which resulted in potential hazardous conditions for the many visitors who flocked to the mountain for this unusual event.



Ranger patrol truck at Middle Peak

Rangers Investigate use of a Destructive Device

The Rangers investigated the destruction of the two portable toilets at Nicasio Reservoir by an explosive device. This was the second time in just over a year that this type of event occurred on MMWD watershed lands in West Marin. The investigation is ongoing.

Rangers assist with Technical Rope Rescue

During the President's Day holiday weekend the Rangers responded to a medical aid for an injured hiker off Ridgecrest Blvd that became a technical rope rescue. The hiker had a leg injury and a rope system was built to haul the injured party up to the road, where they were treated by paramedics who transported the patient to the hospital for further care.



Incidents and Events	531
Warnings	171
Visitor Assists	106
Misc Law Enforcement Calls	61
Assist Watershed Maintenance	45
Citations	36
Dam Check	29
Fish and Game Checks	23
Vandalism	16
Illegal Trail Work	10
Outreach/Education Event	7
Fire Service	4
Medical Aid	3
Court Appearance	3
Citizen Complaint: Illegal Bike Use	3
Assist Other Agency	3
Assist Outside Law Enforcement	2
Assist Other MMWD Work Group	2
Misc Call for Service	2
Ranger Callout	1
Assist Fire/EMS	1
Citizen Complaint: Vandalism	1
Use of Destructive Device	1
Illegal Camping	1
Illegal Fire	1
Hit and Run: Property Damage	1

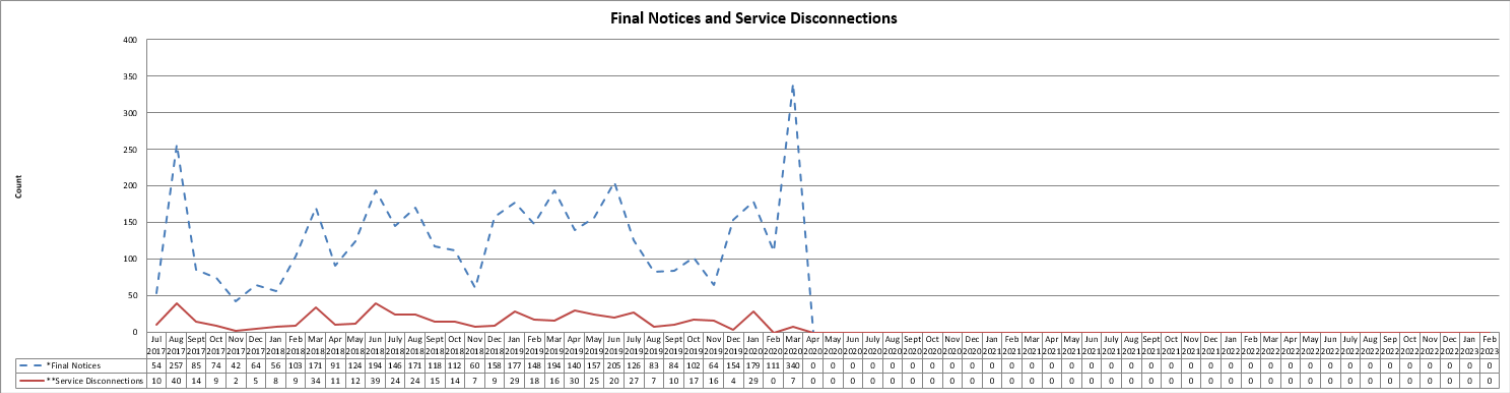
Citations	36
Non-Payment of Parking Fees	22
Obstruct Traffic/Parking within 6' of Center	11
Parking after Sunset	3



9. Shutoff Notices and Disconnections:

Month	Feb 2023
Final Notices	0
Service Disconnections	0

* Includes 5 day, 10 day and final notices
**3/13/20 Suspended termination of water service for non-payment due to COVID- 19
*3/24/20 Suspended Late Fees and Final Notices



FISCAL IMPACT
None

ATTACHMENT(S)
None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Office of the General Manager	<hr/> Ben Horenstein General Manager	 Ben Horenstein General Manager

Approval Item

TITLE

Award of Contract No. 1993, 2023 San Rafael Concrete Culvert Repair Project, to Pacific Underground Services, to Repair a Section of a Concrete Storm Drain Box Culvert on Bayview Street

RECOMMENDATION

Approve a resolution authorizing award of Contract No. 1993, 2023 San Rafael Concrete Culvert Repair Project, to Pacific Underground Services

SUMMARY

The Operations Committee reviewed this item on February 17, 2023, and referred it to a future Regular Bi-Monthly Meeting of the Board of Directors.

On February 28, 2023, the District received and opened eight (8) bids for the Concrete Culvert Repair Project to repair a section of an existing concrete storm drain box culvert that was damaged during a water service lateral leak repair near 11 Bayview Street in San Rafael. Pacific Underground Services submitted the lowest responsive and responsible bid in the amount of \$33,420. Therefore, staff recommends that the Board of Directors approve a resolution awarding Contract No. 1993 to Pacific Underground Services in the amount of \$33,420, and authorizing the General Manager to execute any necessary amendments to Contract No. 1993, which do not exceed \$6,000.

DISCUSSION

The 2023 San Rafael Concrete Culvert Repair Project will perform repairs to a section of an existing concrete storm drain box culvert that was damaged during a water service lateral leak repair near 11 Bayview Street in San Rafael. This Project will install steel plate supports, replace rebar, and install high-strength concrete to repair two small holes cut into an existing concrete box culvert. After the culvert repairs are complete, the project will perform an estimated 100 square feet of 2-inch grind and overlay to restore the asphalt roadway surface.

On February 28, 2023, the District received eight (8) bids for the Project. Bid results are provided in Table 1.

Table 1
Bid Results
2023 San Rafael Concrete Culvert Repair Project

Bid Rank	Contractor Name	Bid Amount
1.	Pacific Underground Services	\$33,420
2.	Piazza Construction	\$38,270
3.	Michael Paul Company	\$42,540
4.	Maggiora & Ghilotti, Inc.	\$48,448
5.	North Bay Excavation	\$60,000
6.	W.R. Forde Associates	\$76,540
7.	Central Pacific Engineering	Non-Responsive
8.	FJ&I Engineering, Inc.	Non-Responsive

Contract No: 1993

Engineer's Estimate: \$45,000

Pacific Underground Services submitted the lowest responsive and responsible bid. They hold a Class A – General Engineering License, License No. 722684, which is current and active and expires on June 30, 2023. As required by State Law, Pacific Underground Services is registered with the California Department of Industrial Relations under PWCR Number 1000644066. Following contract award, District Staff will register the Project with the California Department of Industrial Relations.

Summaries of the estimated Project costs and schedule are provided below. This work will be funded through the District's operations budget 6220.

Project Budget:

Contract Award:	\$33,420
Contingency:	\$6,000
District Labor/Inspection:	\$10,000
Total Budget:	\$49,420
Budget Category:	10-6220

Project Implementation:

Advertisement:	February 14, 2023
Bid Opening:	February 28, 2023
Project Award:	March 21, 2023
Estimated Completion Date:	June 4, 2023
Duration:	75 days

ENVIRONMENTAL REVIEW

Staff has reviewed the Project pursuant to the California Environmental Quality Act (CEQA) and has found that the Project is Categorically Exempt pursuant to CEQA Guidelines Section 15301(b), Existing Facilities. The Project qualifies for the exemption pursuant to Section 15301(b), inasmuch as its purpose is to perform a repair of an existing structure or facility involving no expansion of capacity.

PUBLIC OUTREACH EFFORTS

Public outreach steps to be taken are described in the table below.

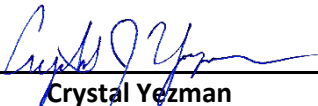

Department	Action
Engineering	Upon approval of the contract by the Board, send Project information letter with a map to all customers within 300 feet of project location
Public Information	Issue news release to local media (print and online outlets).
Public Information	Post on MMWD website.
Public Information	Post on MMWD Nextdoor page for affected neighborhood.
Public Information	Send notice to Marin County for posting on their website.

FISCAL IMPACT

The total cost to complete the 2023 San Rafael Concrete Culvert Repair Project is estimated at \$49,420.

ATTACHMENTS

1. Proposed Resolution

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 Crystal Yezman Director of Engineering	 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. 1993 TO PACIFIC UNDERGROUND SERVICES
FOR THE CAPITAL IMPROVEMENT PROJECT 2023 SAN RAFAEL CONCRETE CULVERT REPAIR
PROJECT**

WHEREAS, on February 28 2023, the District advertised Contract No. 1993, 2023 San Rafael Concrete Culvert Repair Project, which will repair a section of an existing concrete storm drain box culvert that was damaged during a water service lateral leak repair near 11 Bayview Street in San Rafael; and

WHEREAS, the District received and publicly opened eight (8) bids on February 28, 2023, of which Pacific Underground Services' bid of \$33,420 was the lowest response and responsible bid.

NOW, THEREFORE, THE BOARD OF DIRECTORS RESOLVES that:

1. The bid of \$33,420 submitted by Pacific Underground Services, for 2023 San Rafael Concrete Culvert Repair Project under Contract No. 1993 ("Contract") was the lowest responsive and responsible bid submitted therefor, and said bid is hereby accepted.
2. 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 \$6,000.
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 Pacific Underground Services., are to be rejected.

5. The project is Categorical Exempt from review under Section 15301(b) of the CEQA Guidelines inasmuch as its purpose is to perform a repair of an existing structure or facility involving no expansion of capacity.

PASSED AND ADOPTED this 21st day of March, 2023, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Monty Schmitt
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary

Approval Item

TITLE

Amendment No. 2 to Professional Services Agreement MA-5963 with Woodard & Curran, Inc. for Grant Funding Assistance and Engineering Services During Construction of the Pine Mountain Tunnel Tanks Replacement Project

RECOMMENDATION

Approve, and authorize the General Manager to execute, Amendment No. 2 to Professional Services Agreement No. 5963 with Woodard & Curran to augment the design project budget in support of grant funding assistance and construction submittal review, and for continued engineering support during construction and consultant cost escalation for completion of Phase II design for a total amount of \$154,578

SUMMARY

On March 10, 2023, the District Operations Committee reviewed and referred this item to a full Board meeting to consider approval of Amendment No. 2 to Professional Agreement No 5963 with Woodard & Curran.

On July 6, 2021, the Board awarded Professional Services Agreement MA-5963 (Agreement) to Woodard & Curran for the preliminary design for the Pine Mountain Tunnel Tanks Replacement Project (Project) as necessary for the District to undertake environmental review for the proposed project. The Board adopted a Final Initial Study/Mitigated Negative Declaration (Final IS/MND) and a Mitigation Monitoring and Reporting Program, and approved the Project on December 14, 2021. The Board approved amendment No.1 to Agreement MA-5963 with Woodard & Curran for Phase I and Phase II design on January 4, 2022. Design for Phase I was completed and the Phase I construction contract was awarded at the May 24, 2022 Board meeting. After award and just prior to the start of Phase I construction, an opportunity was presented to apply for grant funding for the Project. District staff worked with CalOES on a FEMA Hazard Mitigation grant application which required additional effort from Woodard & Curran to generate a seismic evaluation report. In addition, prior to the delay of construction, Woodard & Curran provided additional engineering design services during the Phase I construction submittal review process. Both grant funding assistance and construction submittal design support were not part of the scope of work under Amendment No. 1 of the Agreement.

Amendment No. 2 to Professional Services Agreement MA-5963 with Woodard & Curran, will add scope and funding for Grant Funding Assistance and Engineering Services during Construction.

DISCUSSION

The Pine Mountain Tunnel is an 8,700-foot long tunnel built in 1919 to convey and treat water from Alpine Lake to San Rafael and the Ross Valley, now known as the Ross Valley System, which consists of 44,000 District customers or roughly 23% of the District's service area. Due to regulatory constraints, the District abandoned the tunnel as a conveyance system in 1971, but retained the tunnel to provide storage (approximately 3 million gallons) and surge protection. The tunnel is severely deteriorated and at the end of its useful life. The tunnel is leaking at an approximate rate of 6,000 gallons per day. The District provides periodic updates to the State Water Resources Control Board Division of Drinking Water regarding the District's progress for the tunnel's replacement and decommissioning.

In support of the Water System Master Plan, the District and its consultant, Woodard & Curran, conducted a focused evaluation of the storage needs to replace Pine Mountain Tunnel and support the larger Ross Valley System, including a detailed review of the previous studies and assumptions to improve storage capacity and reliability in the Ross Valley System. A sizing study for the Ross Valley System determined the appropriate sizing (estimated at 3 to 4 MG) for the storage needed to replace Pine Mountain Tunnel and established an optimum elevation for the replacement storage. Project siting alternatives were developed, with sites including locations that were analyzed in prior efforts as well as new potential storage site locations. The preferred project location for a storage facility to replace Pine Mountain Tunnel is at Concrete Pipeline Road near drainage culvert No. 5. The siting analysis was presented to the Operations Committee on May 21, 2021, and is part of the approved Project.

Following the siting analysis, the preliminary design of the Project was completed by Woodard & Curran, and Environmental Science Associates prepared the California Environmental Quality Act documents (Initial Study and Mitigated Negative Declarations (IS/MND)) along with the Mitigation Monitoring Reporting Plan (MMRP) required for the District to proceed with the Project. On December 14, 2021, the Board of Directors adopted the Final IS/MND for the Project. At the January 4, 2022 Board Meeting, the Board approved Amendment No. 1 with Woodard & Curran for final design of the Project. After award of the Phase I construction contract on May 24, 2022, and prior to start of construction, Woodard & Curran provided grant funding assistance and construction submittal engineering design support that was not part of the scope of work under Amendment No. 1. In addition, Amendment No 2 includes funding for an escalation of cost due to the extended design duration and additional funding to cover anticipated engineering services through Phase I construction.

The District Operations Committee reviewed and referred this item to the Board to consider approval of, and to authorize the General Manager to execute, Amendment No. 2 to the Professional Services Agreement No. 5963 with Woodard & Curran to augment the design project budget to cover costs for the grant funding assistance and construction submittal review process in the amount of \$107,753; to include a consultant cost escalation for completion of the Phase II design in the amount of \$20,895 in support of the Pine Mountain

Tunnel Tanks Replacement Project; and to include budget for continued engineering services during Phase I construction in the amount of \$25,930, for a total not to exceed amount in Amendment No. 2 of \$154,578.

Project Implementation:

Present project to Operations Committee:	June 18, 2021
Board approval of professional services agreement:	July 6, 2021
Complete preliminary design:	November 2021
Adopted Final IS/MND:	December 14, 2021
Award Amendment No.1 for final design:	January 4, 2022
Complete Phase 1 design:	April 2022
Advertised Phase 1 Project:	April 5, 2022
Award Phase 1 Contract:	May 24, 2022
Award Amendment No. 2	March 21, 2023
Complete Phase 2 design:	November, 2023
Award Phase 2 Contract:	May, 2024
Phase 2 Project Completion	February, 2028

FISCAL IMPACT

The existing Professional Services Agreement with Woodard & Curran for MA-5963 including Amendment No. 1 is for a total of \$1,078,335. Amendment No. 2 to MA-5963 will increase the existing amount by \$154,578 for a new total contract amount under MA-5963 of \$1,232,913.

Table 1
Pine Mountain Tunnel Replacement Project
MA-5963 Amendment No. 2

Task Description	Budget
Engineering Services During Construction: Provided engineering design review of submittals for Phase 1 construction work including design review of soil nail wall and materials, guardrail design review, SWPPP review and grading plan review of site and temporary stock pile location.	\$85,923
FEMA Grant Funding Assistance: Provided engineering support services in drafting and finalizing a seismic design report for Pine Mountain Tunnel at the request of Cal OES in support of the Districts FEMA Hazard Mitigation Grant Application.	\$21,830
Task 7 – Engineering Services During Construction: This task includes providing additional engineering services for the remaining portion of Phase 1 construction work involving the site grading and installation of the soil nail wall.	\$25,930
Final Design Cost Escalator: Final design of Phase 2 involving the final design of the two 2-million pre-stressed concrete water storage tanks, system yard piping, valving and final grading design around tanks.	\$20,895
Total Authorized Amount	\$154,578

ATTACHMENTS
None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Engineering	 Crystal Yezman Director of Engineering	 Ben Horenstein General Manager

Approval Item

TITLE

Approve Agreement with National Response Team for Water Remediation and Restoration Services

RECOMMENDATION

Approve a three (3) year agreement, with an option to extend for two (2) additional years, with National Response Team for Water Remediation and Restoration Services and authorize the General Manager to finalize and execute the agreement

SUMMARY

The District takes a number of measures to reduce potential liabilities and preserve ratepayer dollars. These risk management approaches include many strategies such as providing preventative training, maintaining adequate insurance coverages to protect District assets, requiring contractors and vendors to maintain adequate insurance coverages, administering a District self-insurance program in a prudent manner, and continually identifying risks and mitigation strategies.

One key part of these risk mitigation strategies is maintaining on-call water remediation and restoration services. In the event of a District water main break that results in the flooding of residences or businesses, District crews dispatch the District's on-call water remediation and restoration service provider. The service provider responds 24/7 and, with the consent of the property owner, begins to immediately relocate personal belongings to prevent further water damage and to dry the impacted structure(s). This work assists District customers impacted by the unplanned event, provides a timely response to reduce the scope of damage and eliminates the need for the impacted customers to secure these services on their own. Providing this service not only helps to mitigate the extent of the damage, it is also representative of the level of service that the District always strives to provide to its customers. Additionally, by having the District's service provider deliver these services, the District benefits from economies of scale price savings and also reduces the risks of further damages potentially resulting from the water intrusion, such as the prevention of mold growth.

On February 21, 2023, the District released a Request for Proposals for water remediation and restoration services. Six (6) proposals were received and evaluated by staff. The criteria for selection was based on two weighted factors: (1) 60% lowest unit pricing; and (2) 40% experience and qualifications of the professional service provider. After a thorough evaluation, staff selected the proposal of National Response Team. Staff selected its proposal due to its cost effective unit pricing, extensive qualifications and experience, impressive references and ability to respond quickly to 24/7 call outs.



Staff recommends that the Board approve a three (3) year agreement, with an option to extend for two (2) additional years, with National Response Team for Water Remediation and Restoration Services and authorize the General Manager to finalize and execute the agreement. If staff desires to exercise the option to extend the agreement, the contract extension will be brought back to the Board for future review and approval at a later date.

FISCAL IMPACT

This is an on-call agreement, meaning that no amount of services or expenditures are guaranteed. However, District staff request authorization of \$300,000 for the initial three (3) year term, or an average of \$100,000 annually, for these services based on historical need. These services are budgeted in the District's self-insurance budget.

ATTACHMENT(S)

1. None

DEPARTMENT OR DIVISION	DEPARTMENT MANAGER	APPROVED
Operations	 Darren Machado Operations Director	 Ben Horenstein General Manager

Approval Item

TITLE

New Lease Agreement for West Point Inn with the West Point Inn Association

RECOMMENDATION

Approve a new lease agreement with the West Point Inn Association to continue its operation of the West Point Inn

SUMMARY

The District first leased the West Point Inn to the “West Point Club”, later the West Point Inn Association (WPIA), a California Nonprofit corporation, in 1943 and this partnership has continued ever since pursuant to subsequent lease agreements entered into over the years. Staff has been negotiating the terms of a new lease with the WPIA, a nonprofit corporation formed for the purpose of preserving and operating the West Point Inn located on Mt. Tamalpais within the District’s watershed. Staff is requesting the Board to review and approve a new 10 year lease agreement, with a 10 year option to extend, with the WPIA and authorize the General Manager to sign the new lease agreement on behalf of the District.

DISCUSSION

The most recent Lease agreement was entered into in October of 1997 and is set to expire on June 30, 2023. The original lease in 1943 required the WPIA to maintain public access for a reasonable fee, and while the lease provisions have evolved over time, public access to the West Point Inn has been a requirement of every lease. The lease agreements of 1977, 1982 and 1997, all stated that the lease to WPIA was “for the sole purpose of restoring and preserving the historic facilities, utilizing them as a resource for the Bay Area community” The prior lease agreements also required the WPIA to maintain the facilities and to make progressive improvements to the West Point Inn. During the most recent lease term, the WPIA has carried out seismic retrofits for the main Inn building, constructed an ADA compliant cabin, rebuilt the Inn’s wrap around deck, installed and upgraded the Inn’s solar panel system, rebuilt the Toby Cabin, improved the 8,500 gallon spring fed tank and water system with support from the District, replaced corroded steel water piping with copper pipes, and is continuing to maintain the Inn’s defensible space area. Renewal of the lease benefits the District by allowing operations and maintenance of the historic building to be carried out and funded by a local non-profit which benefits the broader community at no cost to the District.

Lease Terms

Staff has been working with the WPIA for several months on the terms of a new lease for the West Point Inn, to allow the WPIA to continue its work to preserve and maintain the West Point Inn and to provide public access for visitors, including overnight guests.

The highlights of the proposed terms are as follows:

Rent: Rent is proposed to continue at a nominal \$100 per month given that the real value to the District is the maintenance of the Inn for the benefit and enjoyment of the public, at no cost to ratepayers. Further, the WPIA is a nonprofit corporation.

Term: The proposed term of the new lease is ten (10) years with an option for the WPIA to extend for an additional ten (10) years. If in the future the WPIA has a funding opportunity that requires a longer term lease, the District may consider an extension of the lease term at that time.

Public Access: An historical and ongoing interest of the District is to assure that the public has access to the Inn, for both day visits as well as overnight stays in the Inn and surrounding cabins. The WPIA operates the Inn, in part, through the volunteer contribution of its members. In drafting the new lease, staff considered both access to membership in the WPIA as well as access to the Inn itself.

Public use of the Inn: The lease requires that the WPIA maintain access for the public to use the hiker's lounge during the period of Tuesday through Sunday, at least forty (40) hours per week. Further the lease includes a provision that the WPIA assure use of the Inn by its members and by the public (non-members) is fair and balanced. The WPIA will submit an annual report of the percentage of use by each group and if public reservations fall below fifty percent (50%) of the total use, then the District and the WPIA will meet to discuss how to increase public access.

Public Access to the WPIA: The WPIA membership is currently capped at 600 members, and there is a waitlist to join the association. It was explained by the WPIA that this is a manageable number of members and that it allows the members access to benefits, such as priority reservations and special event use of the Inn as an incentive/reward for donations of time for work parties, pancake breakfast fundraisers and the like. The lease requires that the WPIA provide a copy of the membership requirements to the District for review and approval and prior to any substantive changes during the term of the lease, to allow the District to assure that membership is fair and open to new participants. Currently, the membership application requirements include attendance at a WPIA meeting and volunteer work days at the Inn before application for membership is accepted.

Insurance: The lease requires the WPIA to maintain commercial general coverage and fire insurance coverage, the latter of which is becoming more difficult and expensive to maintain given the recent fires in California. The District did inquire about adding the Inn to its property damage coverage, but was informed that the District's carrier was not interested in providing this coverage. The new lease provides that the WPIA will maintain this coverage as long as

feasible. The lease anticipates that upon the inability of the WPIA to continue this coverage, the parties will meet to determine a future course of action, to include the possibility that no fire coverage is maintained on the Inn or that less coverage is maintained, possibly through the California Fair Plan.

Maintenance and Repair: The Lease requires the WPIA to maintain the Inn and to make reasonable progress towards identified improvement needs. In the event of casualty resulting in damage to the Inn, the WPIA would have a reasonable period of time to repair such damage in keeping with the nature and character of the existing building. In the event of a casualty resulting in more than 50% up to total destruction of the Inn, the WPIA would have a period of one hundred eighty (180) days to make a proposal to the District for reconstruction. The District would review the proposal, but would have the right to determine in its sole discretion whether it will proceed with reconstruction of the Inn, or alternatively, terminate the lease.

Events of Default: The WPIA would be in default of the lease terms if it fails to maintain the Inn, fails to maintain public access to the Inn, abandons the Inn, fails to maintain its nonprofit status, fails to continue with sustained contribution of funds for reinvestment into the Inn or fails to make progress towards identified improvements or repairs. Following notice from the District and an opportunity to cure, the District would have the right to terminate the lease.

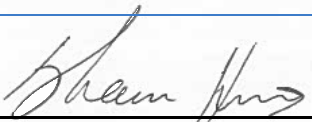

Staff is requesting the Board to review and approve a new 10 year lease agreement with the WPIA and authorize the General Manager to sign the lease agreement on behalf of the District.

FISCAL IMPACT

None

ATTACHMENT(S)

1. Proposed Lease Agreement for the West Point Inn

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Watershed Division	 Shaun Horne Watershed Resources Manager	 Ben Horenstein General Manager

**LEASE AGREEMENT BETWEEN
THE MARIN MUNICIPAL WATER DISTRICT
THE WEST POINT INN ASSOCIATION**

THIS LEASE AGREEMENT ("Lease") is made and entered into this _____ day of _____, 2023, by and between **MARIN MUNICIPAL WATER DISTRICT**, a California public corporation (hereinafter "District" or "MMWD"), and **WEST POINT INN ASSOCIATION** (hereinafter "Association" or "Tenant"), a California non-profit corporation.

RECITALS

A. Tenant is a non-profit public benefit corporation formed to preserve, restore and provide public access to the historic West Point Inn located on Mt. Tamalpais, in Marin County, California, through donations of time and monetary contributions.

B. Tenant maintains a membership to help serve the needs of Tenant in its mission, which membership requires participation in the Association meetings and work parties to help maintain the West Point Inn and surrounding property for the benefit of the members and the greater community.

C. The District is a California municipal water district, formed under the Municipal Water District Code found at the California Water Code section 71000, et seq.

D. The District owns and manages the Mt. Tamalpais watershed, including its seven reservoirs and surrounding land, upon which the West Point Inn is located.

E. In order to help defray the costs of managing and maintaining the West Point Inn, the District has collaborated with the Association to help facilitate maintenance, restoration and public access and use of the West Point Inn in a manner that honors its history and the surrounding environment.

F. The District and Tenant now want to continue its partnership by allowing the Association to continue to manage, operate and to allow reasonable use of the West Point Inn, at no out of pocket costs to the District and its ratepayers. This Lease is intended to replace in full the prior lease agreement between the parties dated as of October 15, 1997, and any amendments thereto, which prior lease is set to expire on June 30, 2023.

1. Premises. The District does hereby lease to Tenant and Tenant does hereby lease from District upon the terms and conditions set forth herein, those certain premises known as the West Point Inn (hereinafter "Inn" or "Premises"), located on the south slope of Mt. Tamalpais, Marin County, California, together with appurtenances thereto including cottages, a water system, water tank, grounds upon which the buildings stand, a right of ingress and egress, garden and solar array, septic tank and leach field, defensible space (as defined in paragraph 7 and delineated in Exhibit A), and adjacent areas reasonably necessary for the use of the facilities, all to be used by Tenant for the sole purpose of restoring and preserving the historic facilities, utilizing them as a resource for the surrounding community and for conducting Tenant's activities thereon.

2. Term; Option to Extend.

a. The term of this Lease shall be ten (10) years, commencing July 1, 2023, and expiring June 30, 2034(hereinafter "Term"). Tenant shall have the right to extend the Term for an additional ten (10) year term after the expiration of the Term ("Extension Term"), upon the same terms, conditions, rights and restrictions incorporated herein, provided that the preceding Term shall have been completed by Tenant in good standing with District. Tenant shall notify District in writing between six (6) months and three (3) months prior to the expiration of the Term of its intent to exercise its rights for the Extension Term. District will notify Tenant promptly thereafter (and no later than 60 days prior to the expiration of the Term) if conditions are known which would lead it to prevent Tenant from exercising the Extension Term, as noted in Paragraph 2(b), below. These provisions will not supersede notice and cure requirements set forth in the Lease should Tenant fall into default within the aforementioned 120-day notice period. In the event that Tenant is able to obtain a substantial grant or other promise of capital funding for the Inn contingent upon a longer lease term, then the District may consider a request for further right to extend from Tenant.

b. In the event any governmental entity modifies or restricts policy regarding public or recreational activities on the District's watershed, or if Tenant is in default as defined in Paragraph 12 herein, the District shall have the right to refuse extending this Lease for the Extension Term. If District policies are changed restricting or limiting public or recreational activities within the Watershed and the District refuses to allow an extension of the Lease, Tenant shall receive monetary reimbursement for the unamortized portion of capital improvements remaining as of the date of termination based on the reasonable life of improvements and subject to documentation of such expenses and the actual out of pocket costs paid by Tenant.

3. Use.

a. Facility Operations. In exchange for the right of use and possession of the Premises hereunder, Tenant hereby agrees to manage and operate the facility at its sole expense in a manner that will make the visiting public feel welcome and permit public access, without charge, to the Inn's grounds, porch and south entry room ("Hiker's Lounge"), for a minimum of forty (40) hours per week, Tuesday through Sunday. Specific hours and days of operation may be adjusted from time to time with the mutual written consent of District and Tenant. Tenant shall operate the Premises in compliance with the following terms and conditions, unless expressly amended in a writing signed by Tenant and the District:

- i. Tenant/Association shall maintain a public facing website presence for the Inn at all times during the Term and any Extension Term of this Lease to inform the public of its ability to visit the Inn, attend Association meetings and activities, to provide information about membership and to allow reservations for use of the rooms and cabins at the Inn;
- ii. All charges for public use and sale of meals, refreshments and other materials and services, including room and cabin use, or changes thereof, shall be reasonable and included on a schedule of charges posted and maintained during the Term and any Extension Term of this Lease on the Association website and the link access to the Association website shall be visibly posted on the bulletin board at the Inn in the Hiker's Lounge, and/or some other prominent location at the Inn accessible to the general public;

- iii. Tenant shall not regularly operate a commercial kitchen/restaurant on the Premises without the prior written consent of the District, which may be withheld in its sole and absolute discretion (this provision shall not apply to Tenant's pancake breakfasts);
- iv. The Tenant shall maintain its non-profit status at all times during the Term and any Extension Term of this Lease and shall provide an annual financial statement to the District by February 15th of each year the Lease is in force to demonstrate that Tenant is reasonably reinvesting its proceeds in support of its mission and the terms of this Lease;
- v. District shall have the right to audit the financial records of Tenant upon thirty (30) days advance notice. Tenant agrees to fully cooperate with District in providing requested information or reports in a timely manner. Any expense for third-parties retained by District for the purpose of conducting such an audit will be borne by Tenant. Unless the District finds as a result of any audit hereunder that Tenant has failed to comply with the covenants and conditions hereunder, the District shall not conduct an audit more than every other year during the Term and any Extension Term of this Lease;
- vi. Tenant shall maintain public access for booking rooms and cabins at the Inn for non-members of the Association such that the use by the public Association non-members and Association members is fair and balanced. Tenant will provide an annual report to the District of actual usage by Association members and non-members as evidence that Tenant's practices are achieving a fair balance of use. In the event that use by non-members is less than 50% in any given year, Tenant and the District shall meet to address steps towards increasing public access and use of the Inn. Notwithstanding the foregoing, exceptions to this requirement for membership events not to exceed fifteen (15) each calendar year (Fifteen (15) membership events include six (6) pancake breakfasts, two (2) all member meetings, and seven (7) special events) are allowed, as well as special events from time to time, by mutual written agreement of the parties, in which case, larger events may require a permit from the District;
- vii. Use of the Premises shall not be permitted, except for the caretaker of the Inn, when the adjacent lands are closed to public entry because of extreme fire danger or other public health, safety, or welfare reasons;
- viii. The Premises hereby leased is primarily a "hike-in" facility and Association members and others using the Premises shall not be allowed unrestricted access by motor vehicle. A maximum of three (3) vehicles, including those of the Inn's caretaker, shall be allowed access and parking during normal operation, with the exception of those needing special accommodation, as described below, and as necessary for repair or maintenance work being performed on behalf of Tenant, including Tenant work parties or fundraisers, the latter of which shall be limited to not more than fifteen (15) per year, in which case up to seven (7) vehicles may be allowed access to the site; and

- ix. All such motor vehicle access to the Inn must be in conformance with requirements of the District and other public agencies controlling the roads. Regarding non-conformance of above requirements, District reserves the right to limit vehicle use to the caretaker and others transporting supplies, and to Association members and non-member persons physically not capable of hiking to the Inn. Tenant agrees to reasonably accommodate physically impaired individuals, both Association members and non-member persons who wish to access the Inn. This includes coordinating access to the Inn by such physically impaired individual's vehicles from the nearest locked gate in accordance with the above requirements.

b. Association Membership. Tenant agrees that membership in the Association will be open to the general public on equitable basis and that:

- i. All Association meetings shall be accessible and open to the public;
- ii. All Association meeting times and locations shall be posted outside the main building at the Inn, published in the Association's newsletter, posted at the District's office, and posted on the Association website not less than 3 days prior to each such meeting; and
- iii. In conjunction with, or prior to, the execution of this Lease, Tenant shall provide a full and complete copy of the Association's organizational purposes and membership requirements for review and approval by the District, which shall be posted outside the main building at the Inn and on the Association website and maintained during the Lease. Tenant shall not revise its membership requirements without the District's prior written approval, not to be unreasonably withheld.

4. Consideration. The rental rate (hereinafter "Rent") shall be One Hundred Dollars (\$100.00) per month, the annual total Rent (\$1,200.00) to be paid by Tenant in advance on or before January 1st of each year, with partial years prorated, it being understood and agreed that the primary consideration born by Tenant in favor of the District for use and possession of the Premises is the operation of the facilities for public access, as well as the ongoing maintenance of, and improvements to, the facilities, as addressed below.

5. Compliance with Laws. Tenant shall, at its sole cost and expense, observe and comply with all municipal, state and federal laws, ordinances, rules, regulations or requirements now in force or which may hereafter be in force pertaining to Tenant's use of the Premises, including the Americans with Disabilities Act and the Unruh Civil Rights Act. Notwithstanding the preceding sentence, except as otherwise agreed in writing by Tenant and District, Tenant shall not be required to pay for or make any structural changes or capital expenditures in or on the Premises in order to comply with any law, ordinance, rule, or regulation, unless the charges or expenditures are required for Tenant's continued use of the Premises hereunder. If a third party government agency requires, at any time during this Lease, that updates or modifications be made to the Premises, Inn or cabins in order to continue use of the Inn for overnight stays, then within sixty (60) days from any such requirement, the District and Tenant shall meet to determine whether Tenant can feasibly make such necessary improvements, and if they cannot be made within a reasonable period of time, then the District may elect to either make such modifications or

discontinue use of the Inn for overnight stays. In which case, this Lease shall be so modified, or in Tenant's discretion, may be terminated.

6. Utilities – Water.

a. Tenant shall be solely responsible to pay the costs of all power to the Premises or other utilities, excepting water, which shall be addressed below.

b. Tenant agrees to maintain, at its sole expense, a four inch (4") water pipeline to the Premises for fire protection from District's Hummingbird Water Tank #1, and a minimum of three (3) fire hydrants with appropriate amounts of fire hose in locations on the Premises, as directed by the Marin County Fire Department. Tenant shall have the privilege of using water from said tank only for fire protection purposes. Tenant shall have the privilege of using water from the 8,500 gallon Hummingbird Water Tank #2 for operation of the Premises. Both water tanks are served by a spring located near the Inn and the water system currently in place, and Tenant and the District will use reasonable care to preserve the spring and water system for continued use by the Inn, provided that all costs are born by Tenant. No overnight use will be permitted, with the exception of the caretaker, unless said fire line, hydrants and hoses are in proper working order.

c. Tenant shall pay the District one hundred dollars per month during the Term and any Extension Term of the Lease to cover the District's Water Quality Department's monthly site visit to the West Point Inn, provided that the District shall have the right to increase this amount not more than twenty-five percent (25%) every five (5) years during the Term and any Extension Term based on the District's actual costs.

d. In order to comply with state regulations, Tenant shall not offer to serve water to the general public nor shall it serve water to its visitors from any outside faucets or containers.

e. If during the Term or any Extension Term of the Lease, Federal, State or County health regulations change and require the District to make any modifications to the water system for the Inn's continued operation, the parties agree to meet and negotiate all of the impacts of those changes, including but not limited to fiscal impacts of those changes.

7. Maintenance, Repairs and Restoration Work. Tenant acknowledges that it has heretofore been in possession of said Premises and is fully aware of, and hereby accepts without reservation, its present state of repair as-is without any express or implied warranties from the District. At Tenant's sole cost and expense, as part of the consideration to the District for use and possession of the Premises hereunder, Tenant shall keep and maintain the Premises and appurtenances and every part thereof, including any new improvements, in sanitary condition and good order and repair at all times, and agrees on the last day of the Term or any Extension Term, or sooner termination of this Lease as provided herein, to surrender the Premises to the District except for movable furniture. Additionally, Tenant will its best efforts to perform the work listed on the Maintenance Schedule (hereinafter "Schedule") attached hereto as Exhibit "B" and incorporated herein, subject to required governmental permits and approvals. On or before January 1st of each year, Tenant shall submit to District any requested revisions to said Schedule, together with a description (and evidence, if requested) of work completed during the previous year. Tenant agrees to meet with District during the month of January to discuss the results of the previous year's Schedule, and the Schedule for the ensuing year. Tenant further agrees that no

work other than routine maintenance and repairs not requiring governmental permits and approvals will be performed on the Premises until the plans and specifications have first been approved in writing by District, and all required governmental permits and approvals for such work have been obtained. District shall have thirty (30) business days to review plans after submission by Tenant, and will endeavor to provide any comments, concerns or approvals of proposed plans within this period. Tenant shall be responsible for the maintenance of vegetation management and a defensible space within 100 feet around the Inn and cabins for fire prevention. The District may undertake other vegetation management work outside the 100 foot area.

8. Sublease; Assignment. Due to the nature of this Lease and its purpose, Tenant shall not assign this Lease nor sublease any portion of the Premises. The District reserves the right to assign this Lease and its rights hereunder if the properties upon and surrounding the Inn are sold or leased to another public agency.

9. Tenant's Insurance

a. **Liability Insurance.** Tenant shall obtain and maintain throughout the Term and any Extension Term of this Lease, insurance acceptable to District in a company or companies with a Best's rating of at least A:VII, and an admitted carrier licensed to do business in the State of California. The Tenant shall have and maintain at all times during the Term and any Extension Term of this Lease, the following policies of insurance:

- i. **Workers Compensation Insurance:** Workers Compensation Insurance to cover its employees and volunteers, as appropriate, and shall require all contractors and subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the contractors' and subcontractors' employees. All Workers' Compensation policies shall be endorsed as follows:

"This policy shall not be canceled without first giving thirty (30) days prior notice to MMWD by certified mail."

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the District for all work performed by Tenant, its employees, volunteers, agents and contractors.

- ii. **Commercial General Liability Insurance:** Personal Injury and Property Damage Insurance for all activities of the Tenant arising out of or in connection with this Lease, including but not limited to "inn-keepers" coverage, written on a commercial general liability form including the Tenant's protective coverage, blanket contractual coverage, completed operations coverage, and employer's non-ownership liability coverage in an amount not less than \$2,000,000 combined single limit personal injury, including bodily injury, and property damage for each occurrence. Each such policy shall include or be endorsed with the following specific language:

“The Marin Municipal Water District (District) is an additional insured with the Tenant's commercial insurance policies and Tenant's insurance is primary to any insurance carried by District.

Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written (certified) notice to the additional insured (District).”

District reserves the right to require Tenant to increase coverage as reasonably deemed necessary by District. Increases shall not be required more frequently than biannually and shall be preceded by a sixty (60) day prior written notice to Tenant of the required increase. The provisions above may be modified with mutual agreement of the parties, such agreement not to be unreasonably withheld.

b. **Property Damage Insurance.** In addition to the above insurance, Tenant shall keep in full force and effect from the inception of this Lease, and at all times during the Term and any Extension Term, policies of fire and extended coverage insurance in the amount of at least three million dollars (\$3,000,000) not including contents owned by Tenant, or as otherwise agreed by Tenant and District with respect to the Premises and improvements thereon, in which both District and Tenant shall be named as parties covered thereby. In the event Tenant is unable to procure insurance coverage required by this subparagraph (b), or in the event such insurance is not available for commercially reasonable premiums, the failure of Tenant to maintain the insurance required by this paragraph shall not be a cause for the immediate termination of this Lease. Upon being notified that insurance required by subparagraph (b) is unavailable or is unavailable for commercially reasonable premiums, Tenant shall immediately notify the District in writing, and thereafter within thirty (30) days of such notice, Tenant and the District shall meet and confer to discuss alternative options, such as, Tenant self-insuring the Premises, the District's participation in providing insurance coverage, obtaining coverage through California Fair Plan, or continued operation the Inn without insurance coverage, or termination of the Lease.

c. **Auto Coverage.** Tenant will assure that the Caretaker of the Inn and any and all members of the Association accessing the Premises by vehicle, for any reason, shall carry automobile coverage at the state mandated levels at all times during the Term and any Extension Term of this Lease.

d. **Certification.** Tenant shall furnish District with one or more certificates of insurance, or other acceptable evidence that the insurance specified in subsections (a) and (b) above is in force at all times during the Term and any Extension Term of this Lease. In the event that such evidence is not furnished within thirty (30) days from the date of the execution of this Lease, District may obtain said policies and add to the Rent for the Premises a further charge in the amount of the premiums due on said policies, or at the District's sole discretion, it may notify Tenant of the default and terminate the Lease unless timely remedied by Tenant. Tenant shall also supply to and leave District a certificate by the insurance company stating that the insurance has been issued and is in good standing, and that said policy shall not be canceled without thirty (30) days prior notice in writing to District.

10. Indemnification. Tenant shall indemnify, hold harmless, release and defend the District, its agents, officers and employees from and against any and all actions, claims, damages, liability, disabilities or expenses, including attorney's fees and witness costs that may be asserted by any person or entity, including the Tenant, arising out of the negligent acts, errors or omissions, failure to perform or willful misconduct of the Tenant in connection with the activities necessary to

perform the services provided for herein, but excluding only those liabilities due to the sole negligence or willful misconduct of the District.

11. Damage and Destruction. In the event that less than fifty percent (50%) of the main building of the Inn is damaged by fire or other casualty during the Term of this Lease, Tenant, within ninety (90) days thereafter, shall present to the District written notice of its intent to make repairs and to continue the Lease, or alternatively, in the absence of written notice from Tenant, the District shall have the right to terminate this Lease. If Tenant gives notice of its intent to continue the Lease, Tenant shall be responsible for repair or replacement of the damaged portion of the Premises in keeping with the nature and character of the structure existing prior to any such damage and Tenant shall use the insurance proceeds to help cover the cost of such work, which repair shall not exceed a total of two years from the date of destruction. In the event that the insurance proceeds are insufficient to cover the entire cost of such repair and reconstruction, Tenant shall include in its proposal for repair the necessary budget and Tenant's plan to raise the funds necessary for such work. Tenant shall demonstrate the likelihood of completing the work within two years from the date of any damage, and shall continue thereafter to demonstrate reasonable progress towards completion of same. In the event of total destruction or destruction of fifty percent (50%) or more of the main building of the Inn, the Tenant shall have one hundred eighty (180) days to make a proposal to the District for reconstruction of the Inn, which shall include the proposed budget and source of funds necessary to rebuild, as well as the proposed timeline for rebuilding, which shall not exceed a total of two years from the date of destruction. The District will review the proposal, but may in its sole and absolute discretion determine whether or not to proceed with reconstruction of the Inn, or alternatively shall have the right to terminate this Lease. In the event of Lease termination hereunder, Tenant shall use the insurance proceeds to clear any and all debris from the Premises and shall leave the Premises in a cleared and safe condition, and Tenant shall be entitled to retain any insurance proceeds remaining after the completion of such work. Notwithstanding the foregoing, District shall not in any event have any affirmative obligation to repair or restore the Inn following its damage or destruction.

12. Default. The following events shall be deemed a breach of this Lease and default hereunder by Tenant:

a. Tenant's failure to maintain public use and access to and of the Premises for seven (7) consecutive days for reasons within Tenant's control, other than minor closures needed for repairs or for public safety concerns. However, notwithstanding the foregoing, Tenant shall not be in breach of the Lease for failure to maintain public use and access to and from the Premises if such lack of use and/or access results from events and circumstances not within Tenant's control;

b. Tenant's failure to maintain the Premises, or any part, in good condition and repair;

c. Tenant's abandonment of the Premises, where Tenant has intent to no longer operate the Inn and has engaged in external acts demonstrating that intent;

d. Subject to the provisions of paragraph 9.b., Tenant's failure to maintain the insurance coverage required hereunder or to provide evidence of renewals;

e. Tenant's failure to make reasonable progress towards the improvement or repair of the Inn as described in paragraph 7, Exhibit B (Schedule) or paragraph 11 (Damage and Destruction); or

f. Tenant's failure to maintain its non-profit status and to utilize its proceeds from its operation and use of the Inn towards the care, maintenance and restoration of the Inn.

13. Remedies. In the event of a default hereunder, District shall notify Tenant in writing stating the nature of the default, and Tenant shall have the right to cure such default within thirty (30) days from said notice, or if not reasonably able to cure such default within thirty (30) days, then Tenant shall commence to cure within thirty (30) days of receipt of District's notice and diligently work to fully cure the matter until cured. Should the default continue beyond the period reasonably necessary for cure thereof, District shall have the right to immediately terminate this Lease and re-enter the Premises. In the event there is any remaining personal property within the Inn upon termination, it shall all be presumed to belong to the Association, and the District will notify the Association of any proposed right of recovery and disposal in accordance with California Civil Code section 1993. For purposes of this notice, the District shall be deemed to have complied with the notice requirements by serving notice to the Association as provided in this Lease. Upon expiration of the Term or any Extension Term, or termination hereunder, Tenant's rights, including but not limited to the rights of any individual member of the Association, shall cease and immediately be terminated.

14. Right of Entry by District.

a. Tenant shall permit the District and its agents to enter into and upon the Premises at all reasonable times for the purpose of inspecting the Premises, posting notices or performing other work in its sole discretion. The District will endeavor to provide prior notice to Tenant of any work and to not interfere with Tenant's operation of the Premises.

b. The District's Right of Use Paramount. Nothing herein contained shall in any way affect the right of the District to use all the property covered by this Lease in the performance of anything pertaining to the operation of the District with full right of ingress and egress over the same. The District also reserves the right to perform any work on said real property that the District may see fit, in the District's sole discretion and at its sole cost and expense, without being liable to Tenant or its members, guests, or invitees in any way for damage which may be caused, except in case of the District's sole negligence or intentional misconduct of District, its agents and employees.

15. Mediation. Any dispute or claim in law or equity between District and Tenant arising out of this Lease, other than the following matters: (a) an unlawful detainer action; (b) the filing or enforcement of a mechanics lien; (c) any matter which is within the jurisdiction of a probate or small claims court, and (d) an action for bodily injury or wrongful death, or for latent or patent defects, to which Code of Civil Procedure Section 337.1 or 337.15 applies, if not resolved by informal negotiation between the parties, shall be mediated by referring it to the nearest office of Judicial Arbitration and Mediation Services, Inc. (JAMS) for mediation. Each party shall provide the others with a list of four mediators. The parties shall confer on the list and select a mutually agreeable mediator. Mediation shall consist of an informal, non-binding conference or conferences between the parties and the judge-mediator jointly, then in separate caucuses wherein the judge will seek to guide the parties to a resolution of the case. If the parties cannot agree to a mutually acceptable member from the JAMS panel of retired judges, a list and resumes of available mediators with substantial experience in mediating claims of the type at issue between the parties, numbering one more than there are parties, will be sent to the parties, each

of whom will strike one name leaving the remaining name as the mediator. If more than one name remains, JAMS arbitrations administrator will choose a mediator from the remaining names. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution.

16. Attorney's Fees. In any action, proceeding or litigation between the parties to enforce any of the terms or conditions of this Lease, the prevailing party shall be entitled to actual court costs and to reasonable Attorney's fees as may be fixed by the court.

17. Notices. In the event that either party shall desire to give any notice to the other party relative to the interpretation, performance or termination of this Lease, such notice may be given in writing delivered to such party directly, or it shall be deemed given at the expiration of ninety-six (96) hours after any such notice shall be placed in the United States' mail in Marin County, California, postage thereon prepaid, registered, or certified, return receipt requested, and addressed to the parties hereto respectively as follows:

If to Tenant:

West Point Inn Association
Attn: President
1000 Panoramic Highway
Mill Valley, CA 94941

If to District:

Marin Municipal Water District
Attn: General Counsel
220 Nellen Avenue
Corte Madera, CA 94925

or such other address as may from time to time be designated in writing in the manner provided in this Paragraph 17 for giving notices.

18. Time. Time is of the essence.

19. Representation. This Lease is executed voluntarily by each of the parties hereto, all of whom have had the opportunity to obtain legal advice by independent counsel of their choice as to the content and effect of this Lease.

20. Authorization. Each signatory to this Lease warrants that he or she has full authority to execute this document on behalf of and thus bind the individual or entity represented.

21. Binding on Successors. This Lease shall bind and inure to the benefit of the respective successors, assigns, delegates, heirs, executors, administrators and estates of each of the parties.

22. Paragraph Headings. Paragraph headings are used for reference purposes only and are not intended to describe, interpret, define or limit the scope or extent of this Lease or any of its provisions.

23. **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the state of California.
24. **Counterparts.** This Lease may be executed in any number of counterparts, each of which shall be an original, but all of which taken together, shall constitute one instrument.
25. **Electronic Signatures.** The parties agree that this Lease, documents ancillary to this Lease and related documents to be entered into in connection with this Lease will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature shall be treated in all respects as having the same effect as an original signature.
26. **No Presumption Re Drafter.** The Parties acknowledge and agree that the terms and provisions of this Lease have been negotiated and discussed between the Parties and their attorneys, and this Lease reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Lease, and therefore no presumption for or against validity or as to any interpretation hereto, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Lease.

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

MARIN MUNICIPAL WATER DISTRICT

WEST POINT INN ASSOCIATION

By: _____
President, Board of Directors

By: _____
Its President

APPROVED AS TO FORM:

By: _____
Its Secretary

By: _____
District General Counsel

Attachment: Exhibit A - Google aerial map
Exhibit B- Maintenance Schedule

Spring Box



Water Tank





Solar Panels

Cottages

West Point Inn

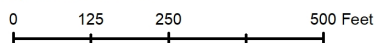
Septic
Leach Field

-  100' Defensible Space Buffer/
Primary Lease Area
-  Other Areas

37°55'0"N

37°55'0"N

Map Produced October 2022



West Point Inn Lease Area



EXHIBIT B

West Point Inn Association

February 9, 2023

Five Year Capital / Maintenance Schedule

2023:

General Maintenance.....	\$30,000
Repair Main Inn roof leak.....	\$10,212
Install additional photovoltaic (PV) panels to increase the amount of electricity generated.....	\$100,000

2024:

General Maintenance.....	\$30,000
Repair Main Inn truss repair to fix sagging ceiling	\$25,000

2025:

General Maintenance.....	\$30,000
Site Wood Repair: (repair loose, cracked, or rotted wood elements).....	\$12,000
Site Fire Protection: Install complete audible and visual notification devices in all occupiable spaces on all floors.....	\$20,000

2026:

General Maintenance.....	\$30,000
Painting and staining to protect the exterior of Main Inn.....	\$25,000
Mechanical: Replace the wind-driven ventilator with a power exhaust fan and on/off switch in the kitchen.....	\$ 9,000

2027:

General Maintenance	\$30,000
Site plumbing repairs: replace select plumbing fixtures to meet current California Green Building Code (CGBC) water efficiency requirements.....	\$35,000
Site Electrical: Replace select existing gas lighting with electrical (LED).....	\$ 4,000

NOTE: General Maintenance includes repairing or replacement, and maintenance to: Plumbing, water supply, refrigerators, gas lights, tree trimming for fire safety, landscaping, stove repair, general building maintenance & etc. General maintenance for the years 2028 and beyond will increase as areas needing repair are identified.

The WPIA Board of Directors has approved a budget for the next five years that includes \$50,000-\$70,000 per year for restoration and maintenance.

Items for repair may be moved from one year to the next as deemed necessary by the WPIA Board of Directors.

Approval Item

TITLE

Approve Amendment to Extend the Term of the At-Will Employment Agreement of Molly L. MacLean as the General Counsel of the Marin Municipal Water District

RECOMMENDATION

Approve an amendment to the At-Will Employment Agreement ("Agreement") of Molly L. MacLean as the General Counsel of the Marin Municipal Water District ("District") extending the term of the Agreement for three (3) additional years

SUMMARY

The Marin Municipal Water District and Molly L. MacLean entered into that certain At-Will Employment Agreement of Molly MacLean As General Counsel Of The Marin Municipal Water District effective as of October 12, 2020 ("Agreement"). The existing Agreement has a term of three (3) years and is set to expire on October 12, 2023. If approved by the Board, the amendment would become effective immediately, and the Agreement would be extended for three (3) additional years and run through October 12, 2026. All other terms and conditions of employment would remain the same as set forth in the original Agreement.

FISCAL IMPACT

The Agreement contains an annual Cost of Living Adjustment (COLA) based on the change in the Consumer Price Index, which would continue in effect during the extended term; COLA for staff are budgeted in the FY23/24 budget. The amendment does not include any change in base salary.

ATTACHMENT(S)

1. Draft First Amendment to Employment Agreement

DEPARTMENT OR DIVISION	DEPARTMENT MANAGER
General Manager	 Vikkie Garay Human Resources Manager

FIRST AMENDMENT TO AT-WILL EMPLOYMENT AGREEMENT OF MOLLY L. MACLEAN AS GENERAL COUNSEL OF THE MARIN MUNICIPAL WATER DISTRICT

This amendment ("First Amendment") is made by and between Molly L. MacLean as General Counsel ("General Counsel") and the Marin Municipal Water District as employer ("District") to amend the At-Will Employment Agreement of Molly L. MacLean as General Counsel of the Marin Municipal Water District made effective as of October 12, 2020 ("Agreement"), which First Amendment shall be effective as of March 21, 2023.

RECITALS

- A. The District and the General Counsel entered into the Agreement to set forth the terms and conditions of employment for the General Counsel in service of the District.
- B. The term of the Agreement is set to expire as of October 12, 2023.
- C. The District and the General Counsel now desire to amend the Agreement to extend the term for three (3) additional years, through October 12, 2026.

AGREEMENT

- 1. Section H of the Agreement, entitled "Term", is hereby amended to read as follows: "The term of this Agreement shall begin October 12, 2020 and end October 12, 2026 unless extended by a written amendment."
- 2. Except as set forth in section 1 of this First Amendment above, all terms and conditions in the Agreement shall remain unchanged and in full force and effect.

WHEREFORE, the parties have entered into this First Amendment as of the date written above.

MARIN MUNICIPAL WATER DISTRICT

GENERAL COUNSEL

By: _____
Monty Schmitt, Board President

By: _____
Molly MacLean

Approval Item

TITLE

Approval to Fill Financial Management Analyst Position in the Administrative Services Division

RECOMMENDATION

Authorize the General Manager to recruit and hire one Financial Management Analyst in the Administrative Services Division

SUMMARY

The Financial Management Analyst performs research and analysis of complex financial data in addition to providing assistance to the Finance Director and Finance Manager with budget development, process improvement, and special projects. The position also conducts financial, statistical, and districtwide analytical studies including preparing financial reports and statements, managing treasury functions, developing integrated revenue and expense analyses, financial forecasting and reconciliation of fund balances. The Financial Management Analyst assists with the annual financial and grant audit, preparation of Comprehensive Annual Financial Report, and annual State Reporting requirements.

The former incumbent was promoted, making it necessary to recruit a replacement.

FISCAL IMPACT

This is a budgeted position within the Administrative Services Division and will not increase the overall number of full time employees. The total annual salary with benefits for the Financial Management Analyst position ranges from \$166,948 to \$202,952 and sufficient funding is available within the FY 2022-23 budget.

ATTACHMENT(S)

None

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Administrative Services	 Bret Uppendahl Finance Director/Treasurer	 Ben Horenstein General Manager

Approval Item

TITLE

Approve Resolution for Grant Funding for the Federal WaterSMART Program

RECOMMENDATION

Approve a resolution authorizing and directing the General Manager to sign and file, for and on behalf of the Marin Municipal Water District, a Grant Application for a grant from the United States Bureau of Reclamation under the “WaterSMART: Water Recycling and Desalination Planning” program in the amount of \$200,000, for a *Petaluma Brackish Desalination Feasibility Study*, and to execute a cooperative agreement with the United States Bureau of Reclamation

SUMMARY

As part of Marin Water’s ongoing efforts to secure grants to advance projects identified in the Strategic Water Supply Road Map, the District has submitted a proposal for a desalination feasibility study to the United States Bureau of Reclamation Water Smart Program. A Board resolution supporting the grant is required as part of the application process.

DISCUSSION

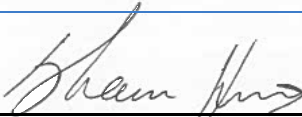

On February 28th, 2023, the District submitted a grant application to the US Bureau of Reclamation’s WaterSMART Water Recycling and Desalination Planning 2023 solicitation. In the last several years, the WaterSMART program has looked to support the development of water recycling and desalination projects that will supplement existing fresh water supplies in urban and agricultural areas in the Western United States. Under the terms of this feasibility opportunity, the District has requested \$200,000, with a 50% match, to study feasibility of a brackish water desalination facility in Petaluma. The District received letters of support from the City of Petaluma and the North Marin Water District for the application, however, this program also requires an authorizing Board resolution for application. Attachment 1 of the staff report is the Grant Resolution that was submitted in draft form as part of the grant application and is being presented for approval by the Board at this meeting. Upon approval, the Final Grant Resolution will be submitted to the US Bureau of Reclamation.

FISCAL IMPACT

There is no fiscal impact for these actions to our FY23/24 budget.

ATTACHMENT(S)

1. Resolution for US Bureau of Reclamation

DEPARTMENT OR DIVISION	DIVISION MANAGER	APPROVED
Watershed Division	 Shaun Horne Watershed Resources Manager	 Ben Horenstein General Manager

MARIN MUNICIPAL WATER DISTRICT

RESOLUTION NO.

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE MARIN MUNICIPAL WATER DISTRICT
AUTHORIZING ENTERING INTO AN AGREEMENT WITH THE
UNITED STATES BUREAU OF RECLAMATION FOR THE
PETALUMA BRACKISH DESALINATION FEASIBILITY STUDY**

WHEREAS, the Marin Municipal Water District (District) will submit a Grant Application to the United States Bureau of Reclamation under the “WaterSMART: Water Recycling and Desalination Planning” program, seeking grant funding to implement the *Petaluma Brackish Desalination Feasibility Study*; and

WHEREAS, the Board of Directors approves and supports this grant application; and

WHEREAS, the District is able to provide matching funds and in-kind contributions in the amount and at the times necessary to complete the Project and as specified in the funding plan.

NOW, THEREFORE, BE IT RESOLVED that the Marin Municipal Water District Board of Directors hereby authorizes and directs the General Manager to sign and file, for and on behalf of the Marin Municipal Water District, a Grant Application for a grant from the United States Bureau of Reclamation under the “WaterSMART: Water Recycling and Desalination Planning” program in the amount of \$200,000, for implementation of the *Petaluma Brackish Desalination Feasibility Study*, and

BE IT FURTHER RESOLVED that the General Manager of the Marin Municipal Water District or his/her designee is hereby authorized to conduct all negotiations and work with the United States Bureau of Reclamation to meet established deadlines for entering into a cooperative agreement.

PASSED AND ADOPTED this 21st day of March, 2023, by the following vote of the Board of Directors.

AYES:

NOES:

ABSENT:

Monty Schmitt
President, Board of Directors

ATTEST:

Terrie Gillen
Board Secretary

Informational Item

TO: Board of Directors

FROM: Paul Sellier, Water Resources Director



THROUGH: Ben Horenstein, General Manager



DIVISION NAME: Water Resources

ITEM: Water Supply and Roadmap Update

SUMMARY

Overall, local reservoir storage is 100% of capacity and staff do not anticipate any restrictions on the availability of supplemental water as both Lake Sonoma and Lake Mendocino are full. The favorable water supply conditions will allow the District to provide water for both potable needs and environmental releases in the coming year. Storage level projections indicate that, with average rainfall and runoff, the reservoirs will be at or near capacity on April 1, 2024. In addition to the Water Supply Update, staff will provide the board an update on the implementation of the Integrated Roadmap.

FISCAL IMPACT

None

ATTACHMENT(S)

None

Informational Item

TO: Board of Directors

FROM: Ben Horenstein, General Manager



ITEM: Post Retreat Follow Up

SUMMARY

Staff will review with the Board the development of the annual priorities for the District that were initially discussed at the Board's Annual Retreat on February 2, 2023.

DISCUSSION

A range of priorities were reviewed with the Board of Directors at the Annual Board Retreat on February 2, 2023. The priorities were from all areas of the District and were presented as "additions" to the routine work of the District. Included in the discussion was the development of key milestones and associated dates. The Board provided comments and feedback that was captured and integrated into the final version of the annual priorities.

FISCAL IMPACT

None

ATTACHMENT(S)

1. Marin Water Annual Goals 2023

Marin Water Annual Goals - 2023

Watershed

1. BFFIP
 - EIR Addendum (June-September 2023)
 - State block grant proposal with One Tam (May-July 2023)
2. Lagunitas Creek Enhancement
 - Final restoration designs (April 2024)
 - Construction bidding (May 2024)
 - Implementation of Sites 1, 2,3 (June-October 2024)
3. Azalea Hill Trail Restoration
 - Retaining wall construction (Bidding February 2023)
 - Retaining wall construction (May-October 2023)
4. Recreation Management Plan
 - Watershed census survey report finalized (April 2023)
 - Draft Plan (November 2023)
 - Roads and Trails Plan Amendment (2024)
 - Implementation of recommendations (2024-2025)

Human Resources

1. Recruitment - Transition to new recruitment platform (March 2023)
2. Diversity, Equity and Inclusion
 - Employee work group meeting for logistics and training focus (July 2023)
 - Training to all staff (Launch December 2023)
3. Online Performance Management Tool
 - Complete conversion (March 2023)
 - 360 Performance Evaluations
 - SLT (July 31, 2023), Mid Managers (December 2023), Supervisors (July 2024)
4. Employee Engagement
 - Bring on new dedicated positions to develop District-wide Training Program (September 2023)
 - Develop training development plan - Onboarding, Supervisor/Management, technical, career development, etc. (December 2023)
5. Collective Bargaining Agreement - New Contract in place (July 2023)

Communications

1. Website improvements completed (March 2023)
2. Agenda Management System published and integrated with website for public, staff, board use (April 2023)
3. Outreach Support for key District efforts
 - Rate Setting (July 2023)

Marin Water Annual Goals - 2023

- Customer Workshops held for public input (February 2023)
 - Prop 218 Notice mailed by March 17
 - Complete preparation outreach for new rates to take effect (prior to July 1, 2023)
- Strategic Water Supply Assessment (Spring 2023)
 - Support outreach for each continued step of process; communicate board approval of roadmap and next steps (late winter 2023)
- Recreation Management Plan (November 2023)
 - Support outreach for each continued step of process; communicate board direction/adoption of Plan and next steps (fall/winter/spring 2023)
- 4. Storytelling Collateral
 - New point-of-service signage, event outreach booth display, and video (August 2023)

Finance

1. Complete Budget/Rate Setting Process (May 2023)
 - Board presentations (January/February)
 - Public workshops (February)
 - Prop 218 Notice (March)
 - Adoption Hearing and Configure billing system (May)
2. Connection Fees Update
 - Develop project plan (August 2023)
 - Complete (early 2024)
3. Begin updating financial policies by September 2023
 - Develop project plan by August 2023
 - Reserves, Procurement, Debt Management, Investments
 - Two Policies updated (December 2023)

Water Resources

1. Water Supply Resiliency
 - Resource (with consultants) projects from selected Roadmap (May 2023)
 - Develop approach and schedule for individual projects and overall Roadmap (July 2023)
 - Begin implementation of Roadmap, including near-term actions (March 2023)
2. Conservation Program
 - Finalize the Conservation Master Plan (June 2023)
 - Water loss review (December 2023)
 - Begin implementation of conservation element from Roadmap (February 2023)

Marin Water Annual Goals - 2023

Engineering

1. Long-term Capital Planning
 - 30 Year and 10 Year Capital Plan (May 2024)
2. Information Technology Strategic Plan
 - Expert Review of Draft Plan (March 2023)
 - Engage staff and key stakeholders in internal review
 - Bring to Board & finalize IT Strategic Plan (August 2023)
3. Help Desk
 - Internal review of Helpdesk Service Contract with IT staff and internal users
 - 2 month review (March 2023)
 - 4 month review (May 2023)
 - Evaluation of statistics, metrics, pros/cons for Help Desk Service Contract
 - Report out to the Board (May 2023)
4. SAP Conversion
 - Phase 1 - Initiate ERP Options Review
 - Issue RFP (September 2023)
 - Conduct Needs Assessment (December 2023)
 - Vendor Demonstrations and Options Review (2024)
 - Phase 2 - Contract Development
 - Prepare bid documents and professional services agreements for preferred alternative (December 2024)
 - Vendor/Consultant Selections
 - Phase 3 - Implementation
 - Data transfers, customizations, and "sandbox" testing (2025-2026)
 - Staff training (Spring 2026)
 - "Go Live" Target Date (July 1, 2026)
5. Paving Costs
 - Pursue MOUs with City/County for paving exemptions in exchange for performance guarantees and monitoring plans (August 2023)

District

1. Develop a District-wide Strategic Plan that identifies a long-term approach to improve the District through greater investment, enhanced practices and application of technology and innovation. (Begin September 2023, complete February 2024)

Informational Item

TO: Board of Directors

FROM: Terrie Gillen, Board Secretary 

THROUGH: Ben Horenstein, General Manager 

DIVISION NAME: Communications & Public Affairs Department

ITEM: Future Meeting Schedule and Agenda Items

SUMMARY

Review of the upcoming Board of Directors and Committee meetings

DISCUSSION

Meeting Schedule

Below are the upcoming meetings of the Board of Directors and/or Committees:

Internal Meetings

- Tuesday, March 28, 2023
Finance & Administration Committee/
Board of Directors (Finance & Administration) Special Meeting
1:30 p.m.
- Tuesday, April 4, 2023
Board of Directors' Regular Bi-Monthly Meeting
6:30 p.m.

External Meetings

- Monday, March 27, 2023
North Bay Water Reuse Authority (NBWRA)
Zoom
9:30 a.m.

- Monday, April 3, 2023
Special Sonoma Water Advisory Committee/Technical Advisory Committee Meeting
35 Stony Point Road, Santa Rosa
9:00 a.m.
- Friday, April 7, 2023
North Bay Watershed Association
Location TBD
9:30 a.m.

FISCAL IMPACT

None

ATTACHMENT(S)

None