

BOARD OF DIRECTORS
Regular Meeting Agenda
August 5th, 2025, 6:30 p.m.
Board Room
19039 Bay Street, El Verano
(707) 996-1037

Board of Directors
Gary Bryant, President
Steven Caniglia, Vice President
Colleen Yudin-Cowan
Jon Foreman
David Williams

PUBLIC NOTICE

Members of the public may participate in this open, public meeting in person.

Time will be provided for public comment. Any member of the public wishing to speak will be allowed 3 minutes to make a statement. Board President will call for comments prior to the Board deliberating on pending action. However, please note that no action can be taken on any item unless printed on the agenda and included with the meeting notice. Therefore, any item discussed by members of the public and not shown on the agenda will only be received for information. The Board of directors may choose to set such item for future discussion and staff report. A full agenda packet is available at the District office for public view. A fee may be charged for copies. During the meeting, information and supporting materials are available in the Boardroom. District facilities and meetings comply with the Americans with Disabilities Act. If special accommodations are needed, please contact the District as soon as possible, but at least two days prior to the meeting.

All open meetings are recorded. Recordings for each meeting are retained for a minimum of 90 calendar days and may be heard upon request, at no cost. Please contact a member of the District staff for assistance. ITEMS ON THIS AGENDA MAY BE TAKEN OUT OF THE ORDER SHOWN.

Any writings or documents provided to a majority of the Board regarding any item on this agenda will be made available for public inspection in the VOMWD office located at the above address during normal business hours.

1. CALL TO ORDER – PLEDGE – ROLL CALL

2. PUBLIC COMMENTS:

This section of the agenda is provided so that the public may express comments on any item within the District's jurisdiction not listed on the agenda. Board members can ask questions for clarification, respond to statements or questions from members of the public, refer a matter to staff, or follow Board procedures to direct staff to place a matter of business on a future agenda. The public may express comments on agenda items at the time of Board consideration.

3. CONSENT CALENDAR

It is recommended by the General Manager that these items, which are expected to be routine in nature and without controversy, be received and acted upon by the Board without discussion. If any Board member or interested party requests that an item be removed from the Consent Agenda for discussion, it will be considered separately. The consent calendar may be approved by a single motion.

Item 3.A Minutes of the July 1st, 2025, Board of Directors Special Meeting

Item 3.B Minutes of the July 1st, 2025, Board of Directors Regular Meeting

4. PUBLIC PRESENTATION, HEARING OR WORKSHOP

Item 4.A First Reading of Ordinance No. 1016 Updating Cross-Connection Control and Backflow Prevention Provisions in the District's Code

5. FINANCE, ADMINISTRATIVE & OPERATIONAL REPORTS

Item 5.A Monthly Financial Reports & Disbursements
Staff Recommendation: Receive and approve by roll call vote the monthly financial reports & disbursements for the month of June 2025 in the amount of \$498,721.64

Item 5.B Administrative Report

Item 5.C Water Source Report

Item 5.D Operational Updates

6. DIRECTORS' & COMMITTEE REPORTS

7. GENERAL MANAGER'S AND DISTRICT COUNSEL'S REPORTS

Item 7.A Sonoma Developmental Center (SDC) Update

Item 7.B July 7th Technical Advisory Committee (TAC) Meeting, and August 4th Water Advisory Committee (WAC) and TAC Meeting Update

Item 7.C Progress Update: Hybrid Generator Upgrade at Hanna Pump Station

8. DISCUSSION AND ACTION (GENERAL BUSINESS)

Item 8.A Award of Contract – ASR and Park Avenue Well Redrill Equipping Phase: Projects 3038, 3039 and 2989

9. CLOSED SESSION

Item 9.A Conference with Legal Counsel – Anticipated Litigation
Government Code Section 54956.9(d)(4)
Consideration of whether to initiate intervention in a Federal Energy Regulatory Commission (FERC) proceeding.

10. REQUEST FOR FUTURE AGENDA ITEMS

11. ADJOURNMENT

The next scheduled Board meeting is a regular meeting at 6:30 p.m. on September 2nd, 2025. Posted this 31st day of July, online and in three public places.

Amanda Hudson
Amanda Hudson, Board Secretary

VALLEY OF THE MOON WATER DISTRICT
BOARD OF DIRECTORS
SPECIAL MEETING MINUTES
July 1, 2025

A Special Meeting of the Board of Directors of the Valley of the Moon Water District was held on July 1, 2025. **Members of the public were provided the opportunity to participate in this open, public meeting in person.**

1. CALL TO ORDER - PLEDGE OF ALLEGIANCE - ROLL CALL
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President Bryant called the meeting to order at 5:30 P.M. PST.

Roll Call by **Secretary Hudson** noted the following present:

Directors:	Gary Bryant Steve Caniglia Jon Foreman Colleen Yudin-Cowan
District Personnel:	Clayton Church, Water System Manager Matthew Fullner, General Manager Amanda Hudson, Administration Manager Oscar Madrigal, Finance Manager
District Counsel:	Leah Castella
Public:	See sign-in sheet James Caldwell Keylla Freitas David Williams

2. PUBLIC COMMENTS

None

3. INTERVIEWS FOR BOARD APPOINTMENT
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Item 3.A Receive Report from Board Appointment Ad Hoc Subcommittee Regarding Applications, Conduct Applicant Interviews, and Appoint a New Board Member from Among the Applicants

President Bryant asked the candidates to be interviewed one at a time while the other candidates waited in the atrium.

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by Board President & Secretary

Candidates were interviewed in the following order: Keylla Freitas, James Caldwell, and David Williams.

The Board members deliberated.

Director Yudin-Cowan made a motion, seconded by **Director Foreman**, to appoint David Williams to the Valley of the Moon Water District Board.

A roll call vote was taken:

Director Bryant	Aye
Director Caniglia	Aye
Director Foreman	Aye
Director Yudin-Cowan	Aye

Ayes 4 Noes 0 Absent 1 Abstain 0

4. ADJOURNMENT

President Bryant adjourned the meeting at 6:26 P.M. PST.

Amanda Hudson, Board Secretary

Gary Bryant, Board President

VALLEY OF THE MOON WATER DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING MINUTES
July 1, 2025

A Regular Meeting of the Board of Directors of the Valley of the Moon Water District was held on July 1, 2025. **Members of the public were provided the opportunity to participate in this open, public hybrid in-person/remote meeting Via Zoom or telephone.**

1. CALL TO ORDER - PLEDGE OF ALLEGIANCE - ROLL CALL
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President Bryant called the meeting to order at 7:00 P.M. PST.

Roll Call by **Secretary Hudson** noted the following present:

Directors:	Gary Bryant Steve Caniglia Jon Foreman Colleen Yudin-Cowan
District Personnel:	Clayton Church, Water System Manager Matthew Fullner, General Manager Amanda Hudson, Administration Manager Oscar Madrigal, Finance Manager
District Counsel:	Leah Castella
Public:	See sign-in sheet

Item 1.A Swearing Into Office: New Board Member, Fulfilling the Remainder of the Term Begun By Director Rogers, who Recently Passed Away.

Secretary Hudson swore in David Williams as the new Board member.

2. PUBLIC COMMENTS

William Stafford made a public comment. He said he is the VP of Homeless Action Sonoma. He has been on the Board since February. In 2021, they began an ambitious housing development and coordinated with the District to plan for water needs. They receive funding from the City of Sonoma in the order of \$275,000 and the County for \$315,000. The rest of the funding comes from donations. Four meters were installed based on the original design, but the design has been scaled down, and now three of those meters are not needed. Homeless Action Sonoma is asking the Board to waive the charges from three meters moving forward to avoid future charges. This

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would save the non-profit \$9,000 annually, and these funds can go toward other costs. These meters are not drawing water; they are not connected to functional plumbing. He is asking that the Board view this through the lens of community partnership.

President Bryant asked how many residents there are. **William Stafford** said 22.

District Counsel Castella said that this is a public comment and not on the agenda; there is limited conversation that can happen, as it is not an action item.

President Bryant asked William Stafford to get the Board more information on the reasoning for the District to make this decision, what the plans are for catholic charities for taking it over, etc.

Keylla Freitas made a public comment. She said she is confused as a resident of Sonoma, the Board is white, and she doesn't see diversity. The Board is supposed to have African American, Latinx; she said the taxpayers need representation. **President Bryant** thanked her for her comment.

3. CONSENT CALENDAR

Item 3.A Minutes of the June 3rd, 2025, Board of Directors Regular Meeting

Item 3.B Consider Authorizing Water Facilities Installation Agreement between Valley of the Moon Water District and County of Sonoma – Regional Parks Department for a 4" service line, 4" irrigation meter, 4" RP backflow preventer, 1" service line, 5/8" institutional meter, and 1" RP backflow preventer to be installed at 216 De Chene Ave (APN 056-201-021), Serving Both 216 De Chene Ave (APN 056-201-021) and 329 De Chene Ave (APN 056-201-059)

Director Foreman made a motion, seconded by **Director Caniglia**, to approve the Consent Calendar.

A roll call vote was taken:

Director Bryant	Aye
Director Caniglia	Aye
Director Foreman	Aye
Director Williams	Aye
Director Yudin-Cowan	Aye

Ayes 5 Noes 0 Absent 0 Abstain 0

4. PUBLIC PRESENTATION, HEARING OR WORKSHOP

Item 4.A 1) Presentation by Marin Municipal Water District (MMWD) Staff on the Proposed Sonoma County Water Agency/MMWD Water Supply Agreement (WSA)

2) Consider Directing the District’s Water Advisory Committee (WAC) Representative (Director Foreman) to Vote in Favor of the WSA at the Upcoming August 4th WAC Meeting

Director Williams said he will recuse himself from the topic because he works for SCWA. He will leave the room until the item is completed.

Director Caniglia made a motion, seconded by **Director Foreman**, to direct the District’s Water Advisory Committee (WAC) representative, Director Foreman, to vote in favor of the WSA at the upcoming August 4th WAC meeting.

A roll call vote was taken:

Director Bryant	Aye
Director Caniglia	Aye
Director Foreman	Aye
Director Yudin-Cowan	Aye

Ayes 4 Noes 0 Absent 0 Abstain 0

5. FINANCE, ADMINISTRATIVE & OPERATIONAL REPORTS

Item 5.A Monthly Financial Reports & Disbursements

Staff Recommendation: Receive and approve by roll call vote the monthly financial reports & disbursements for the month of May 2025 in the amount of \$903,176.19

Director Foreman made a motion, seconded by **Director Caniglia**, to receive and approve by roll call vote, the monthly financial reports & disbursements for the month of May 2025 in the amount of \$903,176.19.

A roll call vote was taken:

Director Bryant	Aye
Director Caniglia	Aye
Director Foreman	Aye
Director Williams	Aye
Director Yudin-Cowan	Aye

Ayes 5 Noes 0 Absent 0 Abstain 0

Item 5.B Administrative Report

Item 5.C Water Source Report

Item 5.D Operational Updates

Director Foreman asked if there is a total for costs yet for Orange Ave. **Water System Manager Church** said he is waiting until the end of the fiscal year to ask Finance Manager Madrigal for that.

6. DIRECTORS' COMMITTEE REPORTS
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Item 6.A Update on the June 23rd Sonoma Valley Groundwater Sustainability Agency Board Meeting

Director Caniglia asked how to find the packet; it's not on their website. **Director Foreman** said he will forward it to him.

7. GENERAL MANAGER'S AND DISTRICT COUNSEL'S REPORTS
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Item 7.A Sonoma Developmental Center (SDC) Update

Director Foreman asked if the District submitted a public records request. **District Counsel Castella** said yes, but the District has not received any documents yet.

8. DISCUSSION AND ACTION (GENERAL BUSINESS)
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Item 8.A Consider Authorizing the General Manager to Execute an Interagency Loan Agreement Allowing the District to Loan the Sonoma Valley Groundwater Sustainability Agency (GSA) Up To \$500,000

Director Foreman said that the County is going to front the first \$500,000, and if that isn't enough, then the District would loan the second \$500,000. **President Bryant** asked if the GSA has funding. **General Manager Fullner** said the GSA has a grant like the District's. They have construction going on right now; the fear is a cash flow shortage, not that they won't be able to meet the actual obligations. There is a three to six month lag period where they won't have the funds on hand. Because the District is a backstop, chances are they won't need to borrow District funds. **Director Yudin-Cowan** asked if the City of Sonoma is a GSA member. **General Manager Fullner** said yes. **Director Yudin-Cowan** asked if they were asked to be a loan option. **General Manager Fullner** said no, perhaps because he has been working closely with the GSA, and maybe a natural call to the District first.

Director Yudin-Cowan made a motion, seconded by **Director Caniglia**, authorizing the General Manager to execute the Interagency Loan Agreement, allowing the District to loan the Sonoma Valley Groundwater Sustainability Agency (GSA) up to \$500,000 as outlined therein.

A roll call vote was taken:

Director Bryant	Aye
Director Caniglia	Aye
Director Foreman	Aye
Director Williams	Aye
Director Yudin-Cowan	Aye

Ayes 5 Noes 0 Absent 0 Abstain 0

Item 8.B Consider Termination of the District’s Emergency Status Declared Under Resolution No. 250201 Related to the Main Break and Emergency Main Replacement on Orange Avenue

Director Foreman made a motion, seconded by **Director Caniglia**, to terminate the emergency declared under Resolution No. 250201.

A roll call vote was taken:

Director Bryant	Aye
Director Caniglia	Aye
Director Foreman	Aye
Director Williams	Aye
Director Yudin-Cowan	Aye

Ayes 5 Noes 0 Absent 0 Abstain 0

Item 8.C Local Agency Formation Commission (LAFCO) Special District Alternate Representative Vote Authorization

President Bryant, **Director Caniglia**, and **Director Foreman** said they would vote for Bill Norton.

Director Caniglia made a motion, seconded by **Director Foreman**, to direct the General Manager to use the forms provided by LAFCO to vote for Bill Norton on the District’s behalf.

A roll call vote was taken:

Director Bryant	Aye
Director Caniglia	Aye
Director Foreman	Aye
Director Williams	Aye
Director Yudin-Cowan	Aye

Ayes 5 Noes 0 Absent 0 Abstain 0

9. CLOSED SESSION

10. REQUEST FOR FUTURE AGENDA ITEMS

President Bryant asked if the Sonoma Action public comment should be put on the agenda. **Director Caniglia** said he would need more information first. **District Counsel Castella** said that the Board can convene with the General Manager to get initial questions answered and then perhaps put it on the agenda after that. If the Board decides not to, it could be brought up by another Board member at a future meeting to request it on the agenda.

District Counsel Castella asked how the Board felt about voting on each motion item. **Administration Manager Hudson** said that it had been briefly discussed, but it sounded like the Board manual would need to be updated.

11. ADJOURNMENT

President Bryant adjourned the meeting at 7:40 P.M. PST.

Amanda Hudson, Board Secretary

Gary Bryant, Board President

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: First Reading of Ordinance No. 1016 Updating Cross-Connection Control and Backflow Prevention Provisions in the District's Code

Background:

On July 1, 2024, the California State Water Resources Control Board updated and adopted the Cross-Connection Control Policy Handbook (CCCPH), which includes new statewide standards for backflow prevention and cross-connection control under Title 17 and Title 22 of the California Code of Regulations.

The District's Code currently includes cross-connection control language that predates the CCCPH. In order to ensure consistency with state law and reflect current best practices, staff recommends updating the District Code to remove outdated provisions and incorporate direct references to the CCCPH as the governing policy for cross-connection control and backflow prevention requirements.

This update redefines the District's procedures to comply with the State Water Board's adoption of the Cross-Connection Control Handbook.

Process and Schedule:

The District's Board will need to conduct a first reading and second reading of the ordinance in a public hearing before it can consider adoption of the ordinance. The first reading may occur at the Board meeting on August 5th, 2025 (this evening), and the second may occur at the regular Board meeting scheduled for September 2nd, 2025. The Board may move to adopt the ordinance at that meeting. If adopted, the changes to the Code would go into effect 30 days following the vote, or October 2nd, 2025.

Recommendation:

Conduct First Reading of Ordinance No. 1016, revising the District's Code to align with the State Water Board's Cross-Connection Control Policy Handbook and current Title 17/Title 22 regulations.

Attachment:

- Ordinance No. 1016

ORDINANCE NO. 1016

AN ORDINANCE OF VALLEY OF THE MOON WATER DISTRICT AMENDING DISTRICT CODE TO ALIGN CROSS-CONNECTION CONTROL AND BACKFLOW PREVENTION PROVISIONS WITH THE CALIFORNIA CROSS-CONNECTION CONTROL POLICY HANDBOOK

WHEREAS, the State Water Resources Control Board has adopted a new Cross-Connection Control Policy Handbook (CCCPH), which provides updated statewide guidance for implementing California Code of Regulations, Title 17 and Title 22, as it pertains to cross-connection control and backflow prevention; and

WHEREAS, the CCCPH replaces and supersedes previous guidance and requires water suppliers to implement backflow prevention programs consistent with its standards; and

WHEREAS, the Valley of the Moon Water District (“District”) has developed and submitted an updated Cross-Connection Control Plan in compliance with the CCCPH, and the State Water Resources Control Board has formally accepted the District’s Plan; and

WHEREAS, the District is committed to maintaining a cross-connection control program that protects public health and complies with State law; and

WHEREAS, the District has determined that certain provisions of its current Code, Section 6, related to cross-connection control and backflow prevention are outdated or redundant with State regulations and no longer reflect the approved practices under the District’s State-accepted Plan; and

WHEREAS, the District desires to amend its Code to remove obsolete language and incorporate references to the CCCPH and applicable sections of Title 17 and Title 22 of the California Code of Regulations;

NOW, THEREFORE, the Board of Directors of Valley of the Moon Water District does ordain as follows:

Section 1. The above recitals are true and correct and are incorporated herein by reference.

Section 2. The District’s Code, per the language attached as Exhibit A to this Ordinance.

Section 3. This Ordinance shall take effect 30 days after its adoption.

On the Motion of Director _____ and second by Director _____, the Ordinance was PASSED, APPROVED, AND ADOPTED this 2nd day of September 2025, by vote as follows:

Director Bryant _____

By: _____

President

Director Caniglia _____

Director Foreman _____

By: _____

Secretary

Director Williams _____

Director Yudin-Cowan _____

AYES: _____ NOES: _____ ABSTAIN: _____ ABSENT: _____

CERTIFICATION

I HEREBY CERTIFY that the foregoing Ordinance was duly adopted at a regular meeting of the Board of Directors of Valley of the Moon Water District, held on the 2nd day of September 2025, of which meeting all Directors were duly notified and at which meeting a quorum was present at all times and acting.

By: _____

Secretary

Attached:

Exhibit A, Updated Section 6 of District Code

- 5-2.2 **Water Supply Through Fire Hydrants:** If water supply service through fire hydrants is desired for purposes other than firefighting, the party requesting the service must first complete the District's agreement and pay all applicable fees and deposits for such service in accordance with the current Schedule of Fees and Charges (Section 8). District will give notice to the Fire Department or Fire Authority, which has jurisdiction over the area in which the hydrant is located. Distribution of such water service and control of same shall be solely that of the Water District.

SECTION 6 – CROSS CONNECTION CONTROL

6-1 GENERAL

Valley of the Moon Water District (District) furnishes potable water service under permits issued by the State of California Department of Water Resources. In order to comply with the terms of these permits and all State regulations intended to protect the potable public water supply from contamination, an appropriate [backflow prevention assembly \(BPA\)](#) [backflow preventer](#) shall be installed at every service connection where one is required by regulations of the [State Water Resources Control Board \(SWRCB\)](#) [set forth in the Cross Connection Control Policy Handbook \(CCCPH\)](#) [Department of Public Health set forth in Title 17 of the California Code of Regulations, sections 7583 through 7605](#). Some examples of State-mandated sites needing devices are: locations with an auxiliary water supply (such as a private well), locations handling pressurized fluids, locations served by recycled water, [locations with fire protection system](#), [locations deemed high or low hazard per the results of hazard assessment](#), and locations with plumbing connections to non-potable piping.

This regulation supplements and does not supersede local plumbing regulations, codes or ordinances, or State regulations related to water supply.

6-2 DEFINITIONS ~~efinitions~~

The following words or phrases shall, for the purpose of this Article, have the meanings respectively ascribed to them in this Section:

- ~~A. **Air Gap Separation:** The term "air gap separation" means a physical break between a supply pipe and a receiving vessel. The airgap shall be at least double the diameter of the supply pipe measured vertically above the top rim of the vessel, in no case less than one inch.~~
- ~~B. **Approved Backflow Prevention Device:** The term "approved backflow prevention device" shall mean devices that have passed laboratory and field evaluation tests performed by a recognized testing organization that has demonstrated their competency to perform such tests to the Division of Drinking Water.~~
- ~~C. **Approved Water Supply:** The term "approved water supply" means any water supply whose potability is regulated by a State or local health agency.~~
- ~~D. **Auxiliary Supply:** The term "auxiliary supply" means any water supply on or available to the premises other than the approved water supply; this shall include all water storage tanks or vessels of any kind with piping or pumps maintained for the purpose of fire suppression, irrigation or any other reason.~~
- ~~E. **AWWA Standard:** The term "AWWA Standard" means an official standard developed and approved by the American Water Works Association (AWWA).~~
- ~~F. **Division of Drinking Water (DDW):** The Division of the State Water Resources Control Board that regulates public drinking water systems.~~
- ~~G. **Backflow:** The term "backflow" shall mean a flow condition, caused by a differential in pressure that causes the flow of water or other liquids, gasses, mixtures or substances into the distributing pipes of a potable water supply from any source or sources other than an approved water supply source. Back siphonage and backpressure cause backflow.~~
- ~~H. **Contamination:** The term "contamination" means a degradation of the quality of the potable water by any foreign substance which creates a hazard to the public health, or which may impair the usefulness or quality of water.~~
- ~~I. **Cross Connection:** The term "cross connection" as used in these regulations means any unprotected actual or potential connection between a potable water system used to supply water for drinking and any source or system containing unapproved water or a substance that is not or cannot be approved as safe, wholesome, and potable. By pass arrangements, jumper connections, removable sections, swivel or changeover devices, or other devices through which backflow could occur, shall be considered to be cross connections.~~
- ~~J. **Cross Connection Control Specialist:** An individual who holds a valid certificate as a cross connection control specialist as issued by CA NV Section AWWA, or equivalent organization as recognized by DDW and has been designated as the Valley of the Moon Water District's Cross Connection Control Specialist by the District.~~

- K. Double Check Valve Assembly ("DCV"):** The term "double check valve assembly" means an assembly of at least two independently acting check valves including tightly closing shut off valves on each side of the check valve assembly and test cocks available for testing the water tightness of each check valve.
- L. Person:** The term "person" means an individual, corporation, company, association, partnership, municipality, public utility, or other public body or institution.
- M. Premise:** The term "premise" means any and all areas on a customer's property that are served or have the potential to be served by the public water system.
- N. Public Water System:** The term "public water system" means the District's water distribution, treatment, and storage system.
- O. Recycled or Reclaimed Water:** The terms "recycled water" or "reclaimed water" means wastewater which as a result of treatment is suitable for uses other than potable use.
- P. Reduced Pressure Principle Backflow Prevention Device:** The term "reduced pressure principle backflow prevention device" means a device incorporating two or more check valves and an automatically operating differential relief valve located between the two checks, a tightly closing shut off valve on each side of the check valve assembly, and equipped with necessary test cocks for testing.
- Q. Service Connection:** The term "service connection" refers to the point of connection of a user's piping to the water supplier's facilities, which will be the first fitting on the customer's side of the meter unless the District determines otherwise with regard to a particular connection.
- R. Water Supplier:** The term "water supplier" means the person who owns or operates the approved water supply system.
- S. Water User:** The term "water user" means any person obtaining water from an approved water supply system.
- T. Health Agency:** The term "health agency" means the Division of Drinking Water or another health agency to whom authority over drinking water has been delegated by the Division of Drinking Water.

The following definitions apply to the terms used in the CCCPH:

"Air-gap separation" or "AG" means a physical vertical separation of at least two (2) times the effective pipe diameter between the free-flowing discharge end of a potable water supply pipeline and the flood level of an open or non-pressurized receiving vessel, and in no case less than one (1) inch.

"Approved water supply" means a water source that has been approved by the State Water Board for domestic use in a public water system and designated as such in a domestic water supply permit issued pursuant to section 116525 of the CHSC.

"Auxiliary water supply" means a source of water, other than an approved water supply, that is either used or equipped, or can be equipped, to be used as a water supply and is located on the premises of, or available to, a water user.

"Backflow" means an undesired or unintended reversal of flow of water and/or other liquids, gases, or other substances into a public water system's distribution system or approved water supply.

"Backflow prevention assembly" or "BPA" means a mechanical assembly designed and constructed to prevent backflow, such that while in-line it can be maintained and its ability to prevent backflow, as designed, can be field tested, inspected and evaluated.

"Backflow prevention assembly tester" means a person who is certified as a backflow prevention assembly tester.

"Community water system" means a public water system that serves at least 15 service connections used by yearlong residents or regularly serves at least 25 yearlong residents of the area served by the system.

“Cross-connection” means any actual or potential connection or structural arrangement between a public water system, including a piping system connected to the public water system and located on the premises of a water user or available to the water user, and any source or distribution system containing liquid, gas, or other substances not from an approved water supply.

“Cross-connection control specialist” means a person who is certified as a cross- connection control specialist.

“Distribution system” has the same meaning as defined in section 63750.50 of CCR, Title 22, Division 4, Chapter 2.

“Double check detector backflow prevention assembly” or **“DCDA”** means a double check valve backflow prevention assembly that includes a bypass with a water meter and double check backflow prevention assembly, with the bypass’s water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. This type of assembly may only be used to isolate low hazard cross-connections. See Diagram 1, Appendix C.

“Double check detector backflow prevention assembly – type II” or **“DCDA-II”** means a double check valve backflow prevention assembly that includes a bypass around the second check, with the bypass having a single check valve and a water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. This type of assembly may only be used to isolate low hazard cross-connections. See Diagram 2, Appendix C.

“Double check valve backflow prevention assembly” or **“DC”** means an assembly consisting of two independently-acting internally-loaded check valves, with tightly closing shut-off valves located at each end of the assembly (upstream and downstream of the two check valves) and fitted with test cocks that enable accurate field testing of the assembly. This type of assembly may only be used to isolate low hazard cross- connections. See Diagram 3, Appendix C.

“Hazard Assessment” means an evaluation of a user premises designed to evaluate the types and degrees of hazard at a user’s premises.

“High hazard cross-connection” means a cross-connection that poses a threat to the potability or safety of the public water supply. Materials entering the public water supply through a high hazard cross-connection are contaminants or health hazards. See Appendix D for some examples.

“Low hazard cross-connection” means a cross-connection that has been found to not pose a threat to the potability or safety of the public water supply but may adversely affect the aesthetic quality of the potable water supply. Materials entering the public water supply through a low hazard cross-connection are pollutants or non-health hazards.

“Non-transient noncommunity water system” means a public water system that is not a community water system and that regularly serves at least 25 of the same persons over six months per year.

“Premises containment” means protection of a public water system’s distribution system from backflow from a user’s premises through the installation of one or more air gaps or BPAs, installed as close as practical to the user’s service connection, in a manner that isolates the water user’s water supply from the public water system’s distribution system.

“Pressure vacuum breaker backsiphonage prevention assembly” or “PVB” means an assembly with an independently-acting internally-loaded check valve and an independently-acting loaded air inlet valve located on the discharge side of the check valve; with test cocks and tightly closing shutoff valves located at each end of the assembly that enable accurate field testing of the assembly. This type of assembly may only be used for protection from backsiphonage and is not to be used to protect from backpressure. See Diagram 4, Appendix C.

“Public water system” or “PWS” has the same meaning as defined in section 116275(h) of the CHSC.

“Recycled Water” is a wastewater which as a result of treatment is suitable for uses other than potable use.

“Reduced pressure principle backflow prevention assembly” or “RP” means an assembly with two independently acting internally-loaded check valves, with a hydraulically operating mechanically independent differential-pressure relief valve located between the check valves and below the upstream check valve. The assembly shall have shut-off valves located upstream and downstream of the two check-valves, and test cocks to enable accurate field testing of the assembly. See Diagram 5, Appendix C.

“Reduced pressure principle detector backflow prevention assembly” or “RPDA” means a reduced pressure principle backflow prevention assembly that includes a bypass with a water meter and reduced pressure principle backflow prevention assembly, with the bypass’s water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. See Diagram 6, Appendix C.

“Reduced pressure principle detector backflow prevention assembly – type II” or “RPDA-II” means a reduced pressure principle backflow prevention assembly that includes a bypass around the second check, with the bypass having a single check valve and a water meter accurately registering flow rates up to two gallons per minute and visually showing a registration for all rates of flow. See Diagram 7, Appendix C.

“Spill-resistant pressure vacuum breaker backsiphonage prevention assembly” or “SVB” means an assembly with an independently-acting internally-loaded check valve and an independently-acting loaded air inlet valve located on the discharge side of the check valve; with shutoff valves at each end and a test cock and bleed/vent port, to enable accurate field testing of the assembly. This type of assembly may only be used for protection from backsiphonage and is not to be used to protect from backpressure. See Diagram 8, Appendix C.

“State Water Board”, unless otherwise specified, means the State Water Resources Control Board or the local primacy agency having been delegated the authority to enforce the requirements of the CCCPH by the State Water Resources Control Board.

“User premises” means the property under the ownership or control of a water user and is served, or is readily capable of being served, with water via a service connection with a public water system.

“User’s service connection” means either the point where a water user’s piping is connected to a water system or the point in a water system where the approved water supply can be protected from backflow using an air gap or backflow prevention assembly.

“User Supervisor” means a person designated by a water user to oversee a water use site and responsible for the avoidance of cross-connections.

“Water supplier” means a person who owns or operates a public water system.

“Water user” means a person or entity who is authorized by the PWS to receive water.

6-3 WHERE BACKFLOW PROTECTION IS REQUIRED

1. Each service connection from the District water system for supplying water to the premises having an auxiliary water supply shall be protected against backflow of water from the premises into the public water system unless the auxiliary water supply is accepted as an additional source by District, and is approved by the Public Health agency having jurisdiction.
2. Each service connection from the District water system for supplying water to any premises on which any substances are handled in such fashion as may allow its entry into the public water system shall be protected against backflow of the water from the premises into the public system. This shall include the handling of process water and waters originating from the public water system which has been subjected to deterioration in sanitary quality.
3. Backflow prevention ~~assemblies~~ devices shall be installed on the service connection to any premises having (a) internal cross-connections that cannot be permanently corrected and controlled to the satisfaction of the health agency and the District; or (b) intricate plumbing and piping arrangements or where entry to all portions of the premises is not readily accessible for inspection purposes, making it impractical or impossible to ascertain whether or not cross-connections exist.
4. Each service connection from the District supplying a structure where there exists a fire sprinkler/fire suppression system.

4.5. Each service user premises served by the District is subject to hazard assessments at the District's discretion in accordance with the CCCPH and various sections of this Code (4-2.2, 6-7, and 6-9, for example).

6-4 TYPE OF BACKFLOW Prevention Assemblies (BPA) PREVENTER REQUIRED

The District shall determine the general type of BPA installed so that it is no less protective than that which is commensurate with the degree of hazard at a user's premises, as specified and determined based on the results of the hazard assessment conducted pursuant to CCCHP section 3.2.1. ~~preventer to be installed, giving consideration to the likelihood of backflow occurring, the type of contamination that may occur,~~ and applicable State regulations. The general type of backflow prevention ion assemblies ~~ers~~ the District may require in decreasing order of protection are: Air Gap (AG), Reduced Pressure Principle device (RP) and double check valve (DCV). The District shall approve of the specific model of device prior to installation.

6-5 INSTALLATION

The manner and location of installation shall be in accordance with District standards and specifications, and shall be subject to District approval. The BPA backflow prevention devices may be installed by the District or others at the discretion of the District. The District shall inspect all installations. Installation and inspection of all BPAs backflow assemblies backflow devices shall be at the customer's expense.

6-6 INSPECTION AND TESTING OF BACKFLOW PREVENTION ION ASSEMBLIES ~~ERS~~

A certified inspection and performance test of all backflow prevention assemblies ~~preventers~~ shall be performed annually or more often in those instances where successive inspections indicate repeated failure or on such other schedule deemed necessary by the District. Installed devices may be tested by the District or others at the sole discretion of the District. Inspection and testing will be at the customer's expense and, where the District deems appropriate, will be included as a "backflow prevention" fee on the regular water bill. Inspections will be conducted only by individuals certified by AWWA (American Water Works Association) as backflow prevention assembly testers. A report of a certified inspection will be submitted to the District within 30 days of notice that an inspection is due.

6-7 ACCESS FOR INSPECTION

District personnel and representatives of any governmental health agency shall have the right of ingress to and egress from the customer's premises at all reasonable hours without prior notification for the purpose of investigating compliance with this regulation and State Water Boards' requirements.

6-8 REPAIRS OR REPLACEMENT OF BACKFLOW PREVENTION ASSEMBLIES ~~DEVICES~~

Backflow devices ~~prevention assemblies~~ that fail a performance test will be repaired at the customer's expense and retested to ensure that the repairs have worked as intended. If the Device needs to be replaced, the District will notify the customer and the customer will have 45 days to replace the device. If a customer fails to replace the device within the 45-day notice period as required, District staff or representatives shall be entitled to replace the device and include the actual cost of the work on the customer's next water bill.

6-9 NONCOMPLIANCE

If a customer fails to comply with this regulation by failure to comply with provisions regarding the Hazard Assessment, or the installation, inspection, field testing, or maintenance of BPAs required pursuant Chapter 3 of the CCCPH to install, test or correct deficiencies or by removal, tampering with or modifying a backflow preventer, the District shall have the right to refuse or discontinue water service and, if it deems necessary, physically disconnect the customer's piping from the District's distribution system.

Any customer who willfully fails to install a backflow prevention device as required herein, or who willfully bypasses or alters such a device is guilty of a misdemeanor, and will be subject to prosecution and, upon conviction thereof, shall be punishable by a fine not exceeding \$500.00 or by imprisonment, not exceeding 30 days, in the County jail or by both fine and imprisonment (California Health and Safety Code section 116820).

6-10 LIABILITY

The District shall not be liable for any injury to persons or damage to property that may result directly or indirectly from the installation, malfunction, testing, or repair of any backflow prevention ion assembly ~~er~~.

ENFORCEMENT, REMEDIES

The remedies provided for or specified in this Article shall be cumulative and not exclusive, and shall be in addition to and do not supersede or limit any other civil or criminal remedies available to the District in the exercise of its powers.

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Oscar Madrigal, Finance Manager

SUBJECT: Monthly Financial Reports & Disbursements for August 2025

Revenue

- June's operating revenue was \$833,467, which was over budget by \$7,953 when periodized and over budget by \$130,401 when using a straight-line average. June's operating revenue was \$78,529 higher than the same period last fiscal year.
- Water deliveries continue to trend upward and outpace recovery projections over the last few months.
- Through June, we are \$361,313 over projected revenue figures.

Salaries

- Salaries were under budget by 10% (\$137,271) through June. Salaries are periodized, taking into account employees' step increases and other earnings paid at specific times throughout the year. Grant-funded project reimbursements cover a portion of wages, which contributes to the savings. Other saving factors include minimizing overtime and some employees not advancing on their step increases as planned.

Purchased Water

- Purchased water for June was under budget by \$129,570 when periodized.
- Purchased water through June is \$65,244, over budget. Higher well production over the last few months has helped decrease the over-budget amount.
- Water production had a slight decrease in June. Well water production decreased while the agency-purchased water increased.

Transfer to/from Reserves

- The annual O&M allocation to CIP is \$2,069,401. Year-to-date, the District has transferred the full amount to the CIP.
- There was no annual budgeted transfer amount from undesignated reserves to O&M for the last fiscal year.
- O&M had a higher budget surplus than the anticipated \$209,804 at the end of the fiscal year. The surplus will help fund the capital plan for the next fiscal year.

CIP

- YTD expenditures for CIP as of June 30, 2025, are \$1,585,455. This includes \$78,647 in expenditures for rollover CIP projects from FY 2023/24.
- The Orange Ave main break and emergency main replacement project is completed. Total expenditures for this project are \$361,780.

Report of Investment

- The Undesignated Reserves are positive at \$396,236, which includes a cash outflow from grant-funded CIP projects.
- The Undesignated Reserves are positive at \$868,232 when adjusted for pending grant reimbursements.

Expenses

- Expenses without purchased water were under budget by 14%. Some expense accounts are over budget due to unforeseen expenses. Total expenses are 4% under budget.

Audit Update

- We are completing all FY 2021-2022 requests and anticipate having the audit report draft for review soon.
- We've been working with auditors, reviewing the inventory and assets components of the finances. Once completed, we will have a better timeline for the report draft.
- The District continues to thoroughly assess all components of the financial closing and reporting processes to ensure accuracy and establish robust internal controls where deficiencies are identified.

Recommendation:

Receive and approve, by roll call vote, the monthly financial reports and disbursements in the amount of \$498,721.64 for the month of June.

Attachments:

Monthly Financial Disbursements

Board of Directors Disbursements

Monthly Revenue & Expense Comparison Report

Report of Investments

Capital Improvement Project Summary

Capital Improvement Project – ASR Well Reports

VALLEY OF THE MOON WATER DISTRICT

Monthly Financial Disbursements

June 2025

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

CK #	Vendor Name	Invoice Description	Amount
162	CHARLES MATTO	SUMMER 25 BBQ - CHUCKS FLAVORTRAIN EXPERIENCE	1,116.00
163	PACE SUPPLY CORP.	TEM. IRRI SERV LINE, TEM 1M TANK RECOAT, SERV REPAIRS, ORANGE AVE, VALVE REPLACE-PRTS/MTRLs; INVENT SUP.	36,509.84
164	ACWA/JPIA	GROUP INSURANCES (JULY)	2,933.43
165	AFLAC	AFLAC PREMIUM (MAY)	1,276.14
166	AT&T	TELEPHONE - ADMIN OFFICES 04/22/25-05/21/25	62.01
167	AUTOMATIONDIRECT.COM, INC.	SCADA UPGRADES & TEMELEC 1M TANK RECOATING - CONTROL WIRE	766.79
168	BURKE, WILLIAMS & SORENSEN, LL	ATTORNEY FEES; SDC WATER SUPPLY ASSESSMENT; ANALYSIS OF HR ISSUES (APRIL)	12,214.63
169	CAL-WEST RENTALS INC.	BUCKET 18"; TRACK LOADER/BUCKET 72"/FORK ATTACHMENT - RENTAL	1,045.08
170	CERVANTES LANDSCAPE, LLC	LANDSCAPING SERVICES (MAY)	250.00
171	CHECKRITE BACKFLOW SVC.	INV#34336 NEW SERVICE BF - 5255 O'DONNELL LN	120.00
172	CINTAS	AED LEASE AGREEMENT	230.59
173	CORE UTILITIES, INC.	CONSULTING SERVICES (MAY)	390.00
174	CORBIN WILLITS SYSTEMS, INC.	MONTHLY ACCOUNTING & BILLING SOFTWARE (JUNE)	1,051.66
175	DEWITT'S TIRE & BRAKE	VEHICLE MAINTENANCE - TRUCK #38, TRUCK #43	2,361.75
176	EKI ENVIRONMENT & WATER	PROJ#C20169.00-REDRILL PARK, PARK & VERANO WELL ASR; PROJ#C40294.00-SDC EVAL; ALTIMIRA FF IMPROVE	54,948.60
177	FRIEDMAN'S HOME IMPROVEMENT	SMALL TOOLS & EQ; WELLS, TEM 1M TANK RECOAT, WATER TRTMT, ORANGE MAIN REPAIR-PRTS/MTRLs; CONCRETE MIX	1,298.46
178	GRAINGER	FUEL FILTER - TRUCK #42	143.85
179	INFOSEND, INC	MAY STATEMENT : POSTAGE & BILL PROCESSING	2,638.28
180	KEVIN LOPEZ	REIMBURSEMENT : T2 RENEWAL	110.00
181	NICK BARBIERI TRUCKING, LLC	FUEL	2,541.97
182	O'REILLY AUTO PARTS	PARTS AND MATERIALS; OIL - TRUCK #42	37.46
183	PARSONS LUMBER & HARDWARE	PUMPING, WELLS, STORAGE/TANKS - PARTS AND MATERIALS	241.79
184	PACIFIC GAS & ELECTRIC CO	UTILITIES (MAY)	24,136.81
185	PLATT ELECTRIC SUPPLY	WELLS - PARTS AND MATERIALS	84.47
186	QUINONEZ CLEANING SERVICE	JANITORIAL SERVICES : MARCH & APRIL 2025	680.00
187	SUZANNE LARBRE	WATER PURCHASES : LARBRE WELL (MAY)	3,519.98
188	RECOLOGY SONOMA MARIN	TRASH DISPOSAL (MAY)	557.45
189	SAFETY-KLEEN CORP.	SHOP PART WASHER	616.78
190	SALOME SALANUEVA BILLY	EDUCATIONAL REIMBURSEMENT - SPRING 25 CLASS & TEXTBOOK RENTAL	279.99
191	NEW ANSWERNET, INC.	ANSWERING SERVICES	65.00
192	SONOMA VALLEY PEST CONT.	OUTSIDE SERVICES - PEST CONTROL	125.00
193	SONOMA MEDIA INVESTMENTS, LLC.	ADVERTISING : BID - EQUIPPING PHASE	192.00
194	SONOMA MATERIALS	ORANGE AVE MAIN REPAIR - PARTS AND MATERIALS	466.25
195	SONOMA VALLEY COMMUNITY COMMUN	BOARD ROOM UPGRADES - PARTS AND MATERIALS	2,648.00
196	STANDARD INSURANCE CO.	GROUP INSURANCES LTD (MAY)	369.22
197	STATIONARY ENGINEERS, LOCAL 39	UNION DUES FOR O&M (MAY)	944.27
198	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	24.35
199	SOILAND CO., INC.	ROCK MATERIAL : 3/4", 7/16"	4,881.00
200	U.S. BANK EQUIPMENT FINANCE	EQUIPMENT REPLACEMENT - SHARP COPIER	104.42
201	U.S. POSTMASTER	P.O. BOX 280 - 12 MONTHS	360.00
202	VALLEY POWER SYSTEMS, INC.	INV#J2329 - AUTO TRANSFER SWITCH	4,356.89
203	VERIZON WIRELESS	MACHINE TO MACHINE 04/13/25-05/12/25	231.07
204	WATER FARM LLC	WATER PURCHASES : CRAIG WELL (MAY)	3,555.00
205	JOHN HINKE	CUSTOMER REFUND	17.15
206	ABIGAIL MATTERN	CUSTOMER REFUND	42.14
208	SUNWIZE POWER & BATTERY, LLC.	PUMPING - PARTS AND MATERIALS	1,026.01
209	BURKE, WILLIAMS & SORENSEN, LL	ATTORNEY FEES & SDC WATER SUPPLY ASSESSMENT (MAY)	9,015.31
210	CALTEST LABORATORY	ORANGE AVE MAIN REPAIR, TEM 1M TANK RECOAT, UCMR5-WATER TESTING; ROUTINE WATER TESTING	6,701.75
211	CAL-WEST RENTALS INC.	PLATER-ASPHALT, SKID STEER 16", EXCAVATOR, TRACK LOADER, LASER LEVEL; SKID STEER SWEEPER 72" - RENTAL	23,593.94
212	CHECKRITE BACKFLOW SVC.	INV#33413 ANNUAL BACKFLOW TESTING; INV#34331 NEW SERVICE BF - 175 W VERANO	6,140.00
213	CINTAS	SERVICE TO REPLENISH EMERGENCY SUPPLIES	44.16
214	COMCAST	INTERNET SERVICES (JUNE)	392.80
215	GEMINI GROUP LLC	2024 ANNUAL WATER QUALITY REPORT	4,226.00
216	JD STRAND TRUCKING, INC.	HAULING SERVICES	6,205.50
217	NICK BARBIERI TRUCKING, LLC	FUEL	978.56
218	PITNEY BOWES, INC	INV#310724549 POSTAGE MACHINE 03/30/25-06/29/25	178.75
219	PRES TECH	LARGE VACUUM FILTER (2)	1,062.20
220	SAN TIMOTEO ENERGY ASSOCIATES	IPMHG ASSESSMENT - FEASIBILITY STUDIES	175.00
221	SEVERSON HEATING & COOLING	BUILDING MTNC - AC SERVICE (PREVENTATIVE MTNC)	247.50
222	NAPA AUTO PARTS	VEHICLE MTNC - PARTS AND MATERIALS & #42 OIL CHANGE	277.60
223	SONOMA CO. WATER AGENCY	WATER PURCHASES 04/30/25-05/29/25	94,596.08
224	SONOMA VALLEY PEST CONT.	OUTSIDE SERVICES - PEST CONTROL	235.00
225	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	65.11
226	SOILAND CO., INC.	ROCK MATERIAL : 3/4" & 7/16"	3,042.16

VALLEY OF THE MOON WATER DISTRICT

Monthly Financial Disbursements

June 2025

CK # Vendor Name	Invoice Description	Amount
227 USA BLUEBOOK	POST-CONTACT POISON IVY WIPES	65.90
228 VERIZON WIRELESS	CELLPHONE SERVICE 05/04/25-06/03/25	570.88
229 CALMAT CO DBA	CUTBACK	1,302.61
230 CASEY WHELAN	CLOTHING ALLOWANCE - PANTS (FY 24-25)	218.44
ACH CALIFORNIA EMPLOYMENT DEVELOPMENT	STATE PAYROLL TAXES 06/12/25	3,793.93
ACH CALIFORNIA EMPLOYMENT DEVELOPMENT	STATE PAYROLL TAXES 06/26/25	3,683.97
ACH EFTPS FEDERAL TAX WITHHOLDING	FEDERAL PAYROLL TAXES 06/12/25	17,744.69
ACH EFTPS FEDERAL TAX WITHHOLDING	FEDERAL PAYROLL TAXES 06/26/25	17,344.78
ACH EXPERTPAY.COM	PERSONNEL-RELATED DISBURSEMENT PAYROLL 06/12/25	472.73
ACH EXPERTPAY.COM	PERSONNEL-RELATED DISBURSEMENT PAYROLL 06/26/25	472.73
ACH FIRST BANKCARD CENTER	SMALL TOOLS; BOARD ROOM UPGRADES; NEW OFFICE PHONES (8X8); GSA MEETING; OFFICE SUPPLIES	1,715.94
ACH PAYMENTUS CORPORATION	TRANSACTION FEES FOR MAY 2025	957.10
ACH PERS	CLASSIC RETIREMENT CONTRIBUTION PAYROLL 06/12/25	2,024.37
ACH PERS	CLASSIC RETIREMENT CONTRIBUTION PAYROLL 06/26/25	1,847.76
ACH PERS	DEFERRED COMP CONTRIBUTION PAYROLL 06/12/25	1,700.00
ACH PERS	DEFERRED COMP CONTRIBUTION PAYROLL 06/26/25	1,700.00
ACH PERS	PEPRAH RETIREMENT CONTRIBUTION PAYROLL 06/12/25	9,160.54
ACH PERS	PEPRAH RETIREMENT CONTRIBUTION PAYROLL 06/26/25	9,161.86
ACH VALIC	401A CONTRIBUTION PAYROLL 06/12/25	250.00
ACH VALIC	401A CONTRIBUTION PAYROLL 06/26/25	250.00
ACH VALIC	DEFERRED COMP CONTRIBUTION PAYROLL 06/12/25	700.00
ACH VALIC	DEFERRED COMP CONTRIBUTION PAYROLL 06/26/25	700.00
ACH WESTAMERICA BANK	BANK CHARGES (MAY)	255.50
ACH WESTAMERICA BANK	OFFICE SUPPL/DUES & SUBS; EE RELATIONS; TIMING BELTS; CONST.SIGNAGE; TEM 1M TANK RECOAT, GAS; MUD FLAPS	4,142.65

	Net Payroll (After Deductions)	89,736.26
BOARD PRESIDENT		
		498,721.64
GENERAL MANAGER		

Board of Directors
June Disbursement

Regular Board Meeting 06/03/2025	Pay Date	Bryant	Foreman	Caniglia	Yudin-Cowan	
	6/12/2025	221.00	221.00	221.00	221.00	
<hr/>						
	Total	221.00	221.00	221.00	221.00	0.00

VALLEY OF THE MOON WATER DISTRICT MONTHLY REVENUE AND EXPENSE COMPARISON PERIOD ENDING JUNE 30, 2025												
0% of year remaining												
	Actual	Actual	Approved Budget	Approved Budget (Monthly)	Current Month Actual	Variance (Mo)	Budget (YTD)	Fiscal Year To Date Actual	Variance (YTD)	Budget Remaining	% Remaining	Forecasting Notes & Significant Changes for 2024-2025
	22-23	23-24	24-25	JUNE	JUNE	JUNE	07/24-06/25	07/24-06/25	07/24-06/25	24-25	24-25	
Revenues												
Interest Income	\$ 71,846	\$ 173,071	\$ 155,805	\$ 12,984	3,385	(9,599)	\$ 155,805	\$ 213,242	\$ 57,437	\$ (57,437)	-37%	
Gain on Sale of Assets	-	-	-	\$ -	-	-	\$ -	-	\$ -	-	-	
Operating Revenue	6,362,546	7,593,965	8,436,790	\$ 825,514	833,467	7,953	\$ 8,436,790	8,798,103	\$ 361,313	(361,313)	-4%	
Backflow Testing Revenue	45,681	46,341	51,596	\$ 4,300	5,541	1,241	\$ 51,596	46,500	\$ (5,096)	5,096	10%	This account offsets the backflow outside service expense account
Customer Penalties & Fees	63,987	64,715	23,640	\$ 1,970	4,506	2,536	\$ 23,640	62,408	\$ 38,768	(38,768)	-164%	
Misc. Income	31,884	129,803	12,000	\$ 1,000	1,900	900	\$ 12,000	32,811	\$ 20,811	(20,811)	-173%	
Leak Adjustments	(8,393)	(7,923)	(9,613)	\$ (941)	(263)	678	\$ (9,613)	(9,601)	\$ 12	(12)	0%	
Total Revenue	6,567,551	7,999,972	8,670,218	844,826	848,536	3,710	8,670,218	9,143,463	473,245	(473,245)	-5%	
Expenses												
Salaries:												
O&M - Operating Wages	962,035	1,016,310	1,105,430	\$ 86,535	67,885	(18,650)	\$ 1,105,430	929,744	(175,686)	175,686	16%	
Stand-By	32,103	32,150	35,371	\$ 2,948	2,778	(170)	\$ 35,371	35,371	1	(1)	0%	
Net O&M Operating Wages	994,138	1,048,460	1,140,801	89,483	70,663	(18,819)	1,140,801	965,115	(175,686)	175,686	15%	
Administration	613,051	705,553	768,149	58,731	60,193	1,462	\$ 768,149	760,806	(7,343)	7,343	1%	
Temporary Employees	-	-	-	-	-	-	\$ -	-	-	-		
Total Salaries	1,607,189	1,754,013	1,908,949	148,214	130,856	(17,357)	1,908,949	1,725,921	(183,028)	183,028	10%	
Weighted Wages Transferred to Capital Projects	(601,892)	(438,503)	(477,237)	(37,000)	(32,714)	4,286	(477,237)	(431,480)	45,757	(45,757)	10%	
Net Operating Wages	1,005,297	1,315,510	1,431,712	111,214	98,142	(13,072)	1,431,712	1,294,441	(137,271)	137,271	10%	Net Wages used to calculate Net Position

VALLEY OF THE MOON WATER DISTRICT
MONTHLY REVENUE AND EXPENSE COMPARISON
PERIOD ENDING JUNE 30, 2025

0% of year remaining

	Actual	Actual	Approved Budget	Approved Budget (Monthly)	Current Month Actual	Variance (Mo)	Budget (YTD)	Fiscal Year To Date Actual	Variance (YTD)	Budget Remaining	% Remaining	Forecasting Notes & Significant Changes for 2024-2025
	22-23	23-24	24-25	JUNE	JUNE	JUNE	07/24-06/25	07/24-06/25	07/24-06/25	24-25	24-25	
Benefits:												
O&M - Operating & Maintenance Administration	195,575	232,769	243,149	20,262	21,256	994	\$ 243,149	249,413	6,264	(6,264)	-3%	
Retirees	122,828	125,741	128,662	10,722	11,416	694	\$ 128,662	131,384	2,722	(2,722)	-2%	
	62,324	49,141	65,917	5,493	5,628	135	\$ 65,917	65,186	(731)	731	1%	
Total Benefits	380,727	407,651	437,727	36,477	38,300	1,823	437,727	445,983	8,256	(8,256)	-2%	
Mandatory Costs												
Workers Comp:												
Operating & Maintenance	50,657	50,116	39,683	3,307	-	(3,307)	\$ 39,683	27,745	(11,938)	11,938	30%	
Acct/Administration	6,814	7,329	5,774	481	-	(481)	\$ 5,774	4,225	(1,549)	1,549	27%	
						-	\$ -	-	-			
FICA/Medicare:												
Operating & Maintenance	76,190	79,679	86,353	7,196	5,958	(1,238)	\$ 86,353	83,768	(2,585)	2,585	3%	
Administration	41,731	48,139	54,759	4,563	4,258	(305)	\$ 54,759	52,032	(2,727)	2,727	5%	
						-	\$ -	-	-			
District Portion/Retirement:												
Operating & Maintenance	88,765	97,007	96,880	8,073	6,889	(1,184)	\$ 96,880	95,651	(1,229)	1,229	1%	
Administration	65,275	77,011	83,438	6,953	6,773	(180)	\$ 83,438	83,851	413	(413)	0%	
CalPERS Accrued Liability	241,836	229,834	272,276	22,690	22,634	(55)	\$ 272,276	271,613	(663)	663	0%	
Total Mandatory Costs	571,268	589,115	639,164	53,264	46,512	(6,751)	639,164	618,885	(20,279)	20,279	3%	
Travel & Training												
Operating & Maintenance	4,066	13,239	13,985	1,165	(10)	(1,175)	\$ 13,985	13,270	(715)	715	5%	ACWA Conference
Administration	3,547	6,629	11,007	917	2,133	1,216	\$ 11,007	12,998	1,991	(1,991)	-18%	ACWA Conference
Total Travel & Training	7,613	19,868	24,992	2,083	2,123	40	24,992	26,268	1,276	(1,276)	-5%	
Board of Directors:												
Meeting Compensation	19,235	16,276	24,109	2,009	952	(1,057)	\$ 24,109	15,939	(8,170)	8,170	34%	
Travel & Training	3,334	1,887	4,111	343	256	(87)	\$ 4,111	592	(3,519)	3,519	86%	
Total Board Expenses	\$ 22,569	\$ 18,163	\$ 28,220	\$ 2,352	1,208	(1,144)	28,220	16,531	(11,689)	11,689	41%	
Purchased Water												
Purchased Water	\$ 1,900,631	\$ 2,247,293	\$ 2,488,078	255,327	125,757	(129,570)	\$ 2,488,078	2,553,322	65,244	(65,244)	-3%	Water deliveries increased & well production decreased for good part of the year.
GSA Fee	7,393	7,465	15,000	1,250	1,282	32	\$ 15,000	15,383	383	(383)	-3%	
Total Purchased Water	\$ 1,908,024	\$ 2,254,758	\$ 2,503,078	\$ 256,577	\$ 127,039	\$ (129,538)	\$ 2,503,078	\$ 2,568,705	\$ 65,627	\$ (65,627)	-3%	

VALLEY OF THE MOON WATER DISTRICT MONTHLY REVENUE AND EXPENSE COMPARISON PERIOD ENDING JUNE 30, 2025												
0% of year remaining												
	Actual	Actual	Approved Budget	Approved Budget (Monthly)	Current Month Actual	Variance (Mo)	Budget (YTD)	Fiscal Year To Date Actual	Variance (YTD)	Budget Remaining	% Remaining	Forecasting Notes & Significant Changes for 2024-2025
	22-23	23-24	24-25	JUNE	JUNE	JUNE	07/24-06/25	07/24-06/25	07/24-06/25	24-25	24-25	
Services & Supplies												
Safety & Clothing Allowance	16,522	19,960	12,534	1,045	956	(89)	\$ 12,534	8,155	(4,379)	4,379	35%	
COVID-19 Response	593	-	-	-	-	-	\$ -	-	-	-		
Vehicle Maintenance	18,608	22,279	16,099	1,342	130	(1,212)	\$ 16,099	13,915	(2,184)	2,184	14%	Radiator Replacement - Truck #44
Election Costs	25,854	-	62,203	5,184	-	(5,184)	\$ 62,203	21,598	(40,605)	40,605		
Employee Relations	3,956	4,229	5,493	458	1,959	1,501	\$ 5,493	5,945	452	(452)	-8%	
Legal Fees	114,012	106,375	73,935	6,161	-	(6,161)	\$ 73,935	78,884	4,949	(4,949)	-7%	
SDC Expenses	-	14,559	30,000	2,500	-	(2,500)	\$ 30,000	11,311	(18,689)	18,689	62%	
HR Expenses	-	3,605	5,163	430	-	(430)	\$ 5,163	2,943	(2,221)	2,221	43%	
Engineering General Support	2,045	7,275	3,955	330	-	(330)	\$ 3,955	-	(3,955)	3,955	100%	
Advertising	732	6,834	1,033	86	19	(67)	\$ 1,033	19	(1,014)	1,014	98%	
Outside Services	32,992	24,837	35,025	2,919	2,972	53	\$ 35,025	26,722	(8,303)	8,303	24%	
Outside Services Backflow	23,374	57,429	51,596	4,300	4,131	(169)	\$ 51,596	37,299	(14,297)	14,297	28%	This account offsets the backflow testing revenue account
Annual Audit	-	-	21,323	1,777	-	(1,777)	\$ 21,323	10,427	(10,896)	10,896	51%	
Bad Debts/Collections	26,950	8,135	13,788	1,149	10	(1,139)	\$ 13,788	20,686	6,898	(6,898)	-50%	
Building MTNC.	8,573	21,195	9,825	819	10,333	9,514	\$ 9,825	25,079	15,254	(15,254)	-155%	Water Damage Restoration
Dues and Subscriptions	24,984	25,991	29,206	2,434	1,265	(1,169)	\$ 29,206	29,193	(13)	13	0%	
Equipment MTNC./Repairs	23,795	25,162	25,157	2,096	2,321	225	\$ 25,157	29,560	4,403	(4,403)	-18%	Generator Retrofit/Repair, Tractor Mtnc
Fees (County/State)	63,441	66,595	74,975	6,248	97	(6,151)	\$ 74,975	73,168	(1,807)	1,807	2%	LAFCO, SWRCB System Connections
Fuel	33,775	36,475	38,550	3,213	979	(2,234)	\$ 38,550	33,858	(4,692)	4,692	12%	
Bank Charges	11,297	19,072	18,585	1,549	(235)	(1,784)	\$ 18,585	19,432	847	(847)	-5%	
Liability Ins. (Incl. Losses)	70,079	88,758	104,280	8,690	8,390	(300)	\$ 104,280	99,918	(4,362)	4,362	4%	
Postage	20,663	22,666	26,600	2,217	2,735	518	\$ 26,600	24,325	(2,275)	2,275	9%	
Public Information	6,324	4,346	5,567	464	4,802	4,338	\$ 5,567	5,218	(349)	349	6%	
Service Contracts	68,448	64,458	82,124	6,844	6,072	(772)	\$ 82,124	77,032	(5,092)	5,092	6%	
Office Supplies	12,563	6,630	9,043	754	(1,484)	(2,238)	\$ 9,043	9,838	795	(795)	-9%	Office phone replacements
Telephone-Internet	16,243	16,720	18,444	1,537	3,288	1,751	\$ 18,444	23,888	5,444	(5,444)	-30%	
Small Tools & Equipment	19,590	30,869	28,612	2,384	2,838	454	\$ 28,612	24,182	(4,430)	4,430	15%	New locators
Trash Disposal	6,133	7,025	7,046	587	2,633	2,046	\$ 7,046	9,116	2,070	(2,070)	-29%	
Utilities - PG&E	181,618	200,358	210,044	17,504	27,849	10,345	\$ 210,044	215,324	5,280	(5,280)	-3%	
Professional Services	124,312	47,093	111,060	9,255	2,230	(7,025)	\$ 111,060	30,469	(80,591)	80,591	73%	
Water Testing	46,360	36,787	46,271	3,856	3,952	96	\$ 46,271	59,870	13,599	(13,599)	-29%	UCMR5
Water Main Maintenance	5,142	7,525	51,162	4,264	452	(3,812)	\$ 51,162	38,089	(13,073)	13,073	26%	
Service Line Maintenance	6,190	3,957	11,315	943	321	(622)	\$ 11,315	8,938	(2,377)	2,377	21%	
Hydrant Repairs	1,414	175	4,394	366	-	(366)	\$ 4,394	262	(4,132)	4,132	94%	
Misc. System Maintenance	6,243	21,542	5,525	460	(13)	(473)	\$ 5,525	9,245	3,720	(3,720)	-67%	
Wells Maintenance	12,305	9,598	20,777	1,731	245	(1,486)	\$ 20,777	12,354	(8,423)	8,423	41%	
Pump Maintenance	9,224	21,306	11,364	947	170	(777)	\$ 11,364	9,399	(1,965)	1,965	17%	Heaven Hill pump replacement
Storage Tank Maintenance	8,930	12,909	12,906	1,076	-	(1,076)	\$ 12,906	6,388	(6,518)	6,518	51%	Annual Tank Inspections
Water Conservation Program	18,486	6,599	28,084	2,340	11,482	9,142	\$ 28,084	23,669	(4,415)	4,415	16%	
Interest Expense	(38)	-	0	0	-	-	\$ -	-	-	-	0%	
Equipment Replacement	3,020	1,373	3,057	255	104	(151)	\$ 3,057	2,631	(426)	426	14%	Laptop
Total Services & Supplies	1,074,752	1,080,700	1,326,120	110,510	101,003	(9,507)	1,326,120	1,138,349	(187,771)	187,771	14%	
Total Expenses	4,970,250	5,685,765	6,391,013	572,476	414,328	(158,149)	6,391,013	6,109,161	(281,852)	281,852	4%	
Revenues Less Expenses	1,597,301	2,314,207	2,279,205	272,350	434,208	161,858	2,279,205	3,034,301	755,096	(755,096)	-33%	
O&M Allocation to CIP	(2,494,894)	(682,323)	(2,069,401)	(172,450)	(172,450)	-	\$ (2,069,401)	(2,069,401)	-	-	0%	
Transfer to/from Undesignated Reserves	\$ (897,592)	\$ 1,631,884	\$ 209,804	\$ 99,900	\$ 261,758	\$	209,804	\$ 964,900	\$ (755,096)	-360%		

VALLEY OF THE MOON WATER DISTRICT
REPORT OF INVESTMENTS AND RESERVES
For the Month Ended June 2025

Start of Fiscal Year

LAIF	\$	2,268,168
SCIP		128,889
TVI		2,090,097
Westamerica Bank Checking/Petty Cash		1,061,092
Total Beginning Cash	\$	<u>5,548,245</u>

Year To Date

Average Rate of Interest

LAIF	\$	2,766,996	4.269%
SCIP		132,653	3.925%
TVI		2,162,700	4.370%
Westamerica Bank Checking/Petty Cash		39,268	
Five Star Bank Checking/Money Market		837,918	
Total ending Cash	\$	<u>5,939,536</u>	

Outstanding Payments	\$	(13,861)
Adjusted Cash/Investment Balance		<u>5,925,675</u>
(1) Board Designated Reserves (Board Approved with 24/25 Budget)		
(a) Operations & Maintenance Reserve (3 Months Operations)		(1,597,753)
(b) Rate Stabilization Reserve		(722,518)
(c) Capital Improvement Program		(930,000)
Total Board Designated Reserves		<u>(3,250,271)</u>
Remaining Cash/Investment Balance	\$	2,675,404
Previous Capacity Fees Balance		(254,435)
(2) Year To Date Capacity Fees Collected FY 24/25		(561,441)
Capacity Fees to CIP FY 24/25		360,000
Total Capacity Fees Restricted Funds		<u>(455,876)</u>
(3) FY 2024-2025 Board Approved Capital Projects		(2,580,997)
Year to Date Capital Project Disbursements		1,506,808
Remaining Transfer of Current Year Revenues to Capital Project Fund		-
Rollover Projects FY23-24		(827,750)
Year to Date Rollover Projects Disbursements		78,647
YTD Capital Project Unexpended funds		<u>(1,823,292)</u>
Undesignated Reserves- funding for remaining 5-Year Capital Plan	\$	<u>396,236</u>
Pending Grant Expense Reimbursements	\$	471,996
Adjusted Undesignated Reserves	\$	<u>868,232</u>
Remaining 5-Year Capital Plan	\$	<u>13,960,731</u>

Project #	Project	Improvement Description	CIP Roll Over	Current CIP Budget	Total CIP Budget	Current Month - JUN	YTD Expenditures	Budget Remaining	% Remaining
			2023/24	2024/25	2024/25				
Facilities and Maintenance Projects									
CIP-3015	Caltrans Project on Hwy 12	Work done by Caltrans affecting District facilities.	50,000	-	50,000	-	-	50,000	100%
CIP-6001	New Services	Customer pays 100%.	-	-	-	3,341	21,415		
CIP-6004	All Service Replacements	All service replacements combined.	-	59,000	59,000	846	65,153	(6,153)	-10%
CIP-8100	Valve Replacement Program	Valve replacement for system reliability and control.	-	59,000	59,000	781	50,798	8,202	14%
CIP-3047	Seismic Vulnerability Assessment (LHMP)	From LHMP. District to pay 100% of assessment. District will seek FEMA grant funds for resulting projects.	21,758	228,242	250,000	38,470	41,903	208,097	83%
CIP-3050	Lead Service Line Inventory	LCRR - Required by federal EPA.	-	73,010	73,010	-	15,848	57,162	78%
CIP-3053	Spare Generator purchase	In case of failure in generator (The District operates many older generators that may fail at any time).	-	109,007	109,007	-	285	108,722	100%
CIP-3054	IPMHG Assessment	Assess the value of installing inpipe micro hydro generators at specific locations in the distribution system. This may lead to further engineering and equipment purchases.	-	8,000	8,000	350	7,398	602	8%
CIP-2991	GPS Facilities	Finish GPSing the meters and valves. Assumes \$50 per location.	-	59,000	59,000	40	23,009	35,991	61%
CIP-3055	District Device upgrade	Equipment upgrades needed to facilitate mobile workorder systems. Includes mounting, software, 3 laptops, 1 desktop, 2 ipads.	-	21,384	21,384	-	23,242	(1,858)	-9%
CIP-3056	Temelec Area Irrigation service line abandonment	Re-evaluate after first year for future funding.	-	59,000	59,000	6,892	46,169	12,831	22%
CIP-3057	1-1/2 & 2" PB service line replacement	Re-evaluate after first year for future funding.	-	59,000	59,000	-	44,314	14,686	25%
CIP-3058	Boardroom Upgrade		-	40,436	40,436	-	12,616	27,820	69%
CIP-3059	Roof Repair on Main Office Building	Leaking roof caused framing damage.	-	44,929	44,929	-	10,362	34,567	77%
CIP-3060	SDC Evaluation	Evaluate water treatment plant and transmission systems for needed upgrades and provide OPC for construction.	-	280,809	280,809	19,929	29,389	251,420	90%
CIP-3065	Water Master Plan - Prioritized CIP List	Develop and updated WMP prioritized CIP List	-	151,597	151,597	-	73,978	77,619	51%
Total Facilities and Maintenance Projects			71,758	1,252,414	1,324,172	70,650	465,878	858,295	65%
Pipeline Projects									
CIP-3022	WMP: P-7. Altamira Middle School Fire Flow Improvement	Replace existing 6-inch and 8-inch PVC and ACP water mains with new 12-inch PVC water mains along Arnold Drive, replace existing 6-inch pipe with new 8 and 12-inch pipe adjacent to Altamira Middle School, replace 15 existing service connections, and replace three existing fire hydrants.	136,236	-	136,236	2,466	24,282	111,954	82%
Total Pipeline Projects			136,236	-	136,236	2,466	24,282	111,954	82%

Project #	Project	Improvement Description	CIP Roll Over	Current CIP Budget	Total CIP Budget	Current Month - JUN	YTD Expenditures	Budget Remaining	% Remaining
			2023/24	2024/25	2024/25				
Wells, Pumping, & Supply									
CIP-2989	Redrill Park	Drilled next to & operated with existing well. Develop a minimum 100gpm District owned Well.	575,906	-	575,906	4,360	19,904	556,002	97%
CIP-3046	Pump Station Battery Wall	A battery wall would operate the remote site during power outages unless a large power demand occurs (i.e. water pumps are called by SCADA) in which case the existing generator would turn on and supply the needed power. This would reduce the number of fuel deliveries needed in an emergency , increasing the District's staff time to respond to the emergency in other ways (i.e. leak response/system inspections etc.)	43,850	-	43,850	2,828	12,703	31,147	71%
CIP-3061	Recommended in Energy Eval report 2024 - Donald well pump replacement	Replace well pump with high efficiency, add VFD, video well, replace column pipe & add sounding tube.	-	77,300	77,300	-	71,626	5,674	7%
CIP-3062	Recommended in Energy Eval report 2024 - Hannah BPS	Replace both pumps with high efficiency, (In house staff). Includes \$7K for two Badger meters that will allow SCADA and AML data.	-	32,574	32,574	-	134	32,439	100%
CIP-3063	Add SCADA to Larbre well	Improve data and controllability.	-	16,849	16,849	-	35,806	(18,958)	-113%
Total Wells			619,756	126,722	746,478	7,188	140,173	606,305	81%
Tanks									
CIP-3031	Temelec 1M Tanks Recoating & Railing	This is the last tank in the system with the old "cold-tar" interior coating. The coating is cracked and no longer providing protection to the steel tank. This is a good time to add the required railing, solar mounting brackets, and new mag rod cathodic protection in both Temelec tanks and Chestnut tank. Includes \$200K for road paving at Temelec.	-	1,185,012	1,185,012	1,228	951,302	233,710	20%
CIP-3064	Replace section Sobre Vista 30K roof.		-	16,849	16,849	-	3,820	13,029	77%
Total Tanks			-	1,201,860	1,201,860	1,228	955,122	246,739	21%
		Total	FY 23-24	FY 24-25	FY 24-25	Current Month - JUN	YTD Expenditures	Budget Remaining	% Remaining
		Total Water System Improvements:	\$ 827,750	\$ 2,580,997	\$ 3,408,747	\$ 81,532	\$ 1,585,455	\$ 1,823,292	53%
ASR Projects						Current Month - JUN	Net Project Expenditures		
CIP-3038	Park Well ASR	Grant Funded Projects	-	-	-	9,458	235,789	-	
CIP-3039	Verano Well ASR	Grant Funded Projects	-	-	-	9,458	236,207	-	
Total ASR Projects			-	-	-	18,916	471,996	-	-
Emergency Projects						Current Month - JUN	YTD Expenditures		
CIP-5158	Orange Ave Main Break	Orange Ave Main Break and Emergency Main Replacement	-	-	-	29,148	361,780	-	
Total Emergency Projects			-	-	-	29,148	361,780	-	-

**MONTHLY REVENUE AND EXPENSE COMPARISON
PERIOD ENDING JUNE 30, 2025**

Current Month Actual

Project To Date Actual

PARK WELL ASR - CIP 3038

Jun-25

Jun 2022 - Jun 2025

Notes

Revenues

Grant Revenue	-	834,044
Total Revenue	-	834,044

Expenses

Salaries:

O&M - Operating Wages	-	29,698
Administration		2,862
Total Salaries	-	32,560

Services & Supplies

Services & Supplies	9,458	1,037,272
Total Services & Supplies	9,458	1,037,272
Total Expenses	9,458	1,069,832
Revenues Less Expenses	(9,458)	(235,789)

**MONTHLY REVENUE AND EXPENSE COMPARISON
PERIOD ENDING JUNE 30, 2025**

	Current Month Actual	Project To Date Actual	
VERANO WELL ASR - CIP 3039	Jun-25	Jun 2022 - Jun 2025	Notes
Revenues			
Grant Revenue	0	460,647	
Total Revenue	-	460,647	
Expenses			
Salaries:			
O&M - Operating Wages	-	27,930	
Administration	-	4,942	
Total Salaries	-	32,872	
Services & Supplies			
Services & Supplies	9457.75	663,982	
Total Services & Supplies	9,458	663,982	
Total Expenses	9,458	696,854	
Revenues Less Expenses	(9,458)	(236,207)	

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Amanda Hudson, Administration Manager

SUBJECT: Administrative Report

The following are some areas the Administrative Department has been focusing on:

Customer Service

Disconnections and Payment Plans

- As requested by the Board at the June 4, 2024, meeting, below is the biannual report on disconnections and payment plans at the District as of July 31, 2025:
 - The District had 105 customer disconnections due to nonpayment from January through July of 2025. The District is on track to have a similar amount of disconnections due to nonpayment as it did in 2024.
 - There are currently five (5) active customer payment plans.

Grants

DWR Drought Relief 2021

- The District has now received bids for the final construction phase of the ASR project.
- Staff is preparing an amendment request to submit to DWR to reallocate funds from the “Construction” subcategory of the Verano ASR project to the “Design” subcategory of the same project.
- We plan to submit the amendment request the week of the Board meeting (August 4 – 8).

FEMA

Saddle Tank project \$659,422 / Admin time toward FEMA projects \$16,892

- Staff submitted the Improved Project request for the FEMA prior-approved amount of \$659,422 on June 2nd. It was approved by CalOES and forwarded to FEMA on June 16th.
- Staff asked CalOES what we can expect in terms of response. CalOES said that FEMA will notify CalOES as soon as they make a determination, and we will transmit that determination to the District. Unfortunately, there is no time frame for that decision. There has been no update from CalOES or FEMA since this message on June 19, 2025.

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

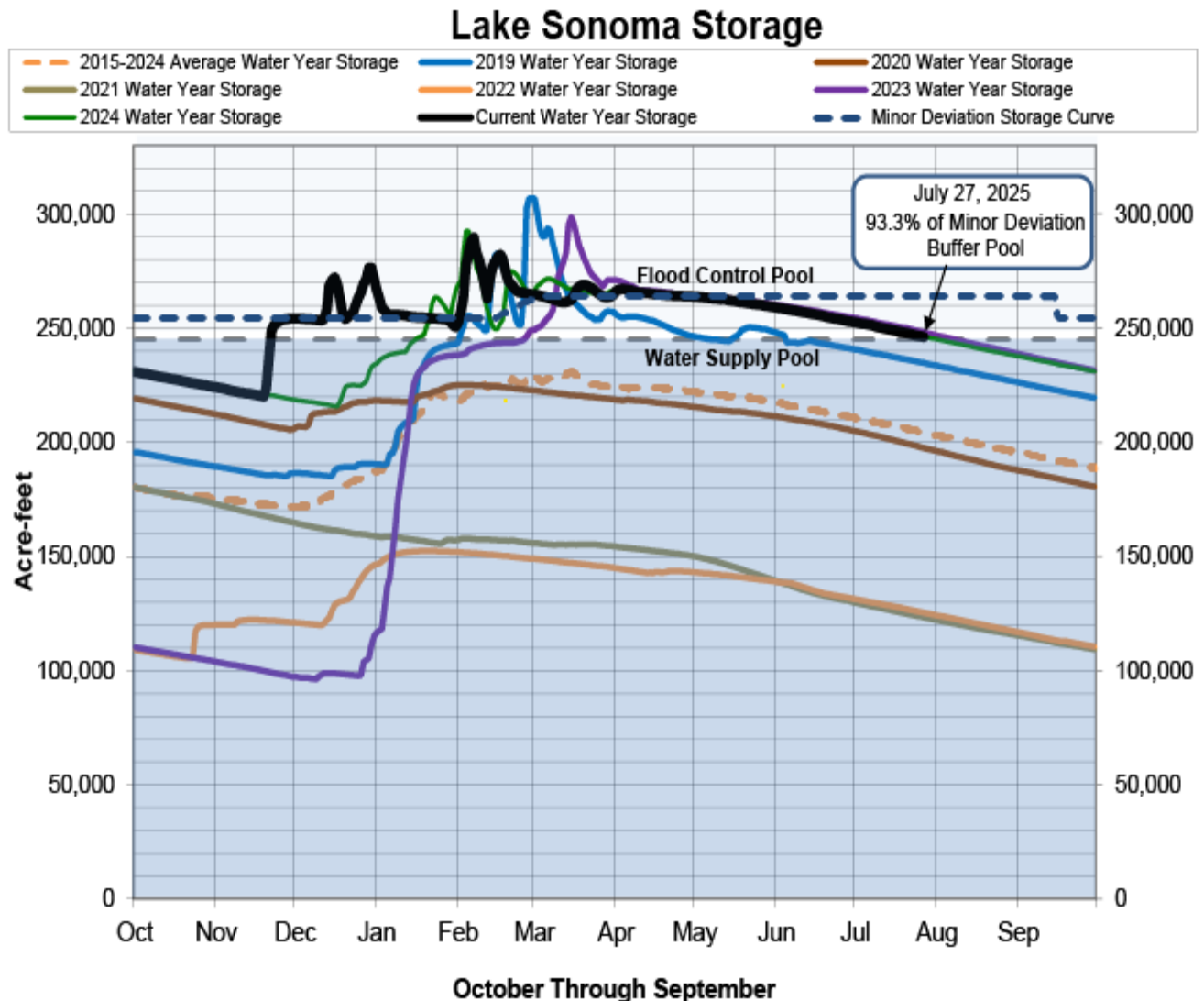
FROM: Clayton Church, Water System Manager

SUBJECT: Water Supply & Water Source Update

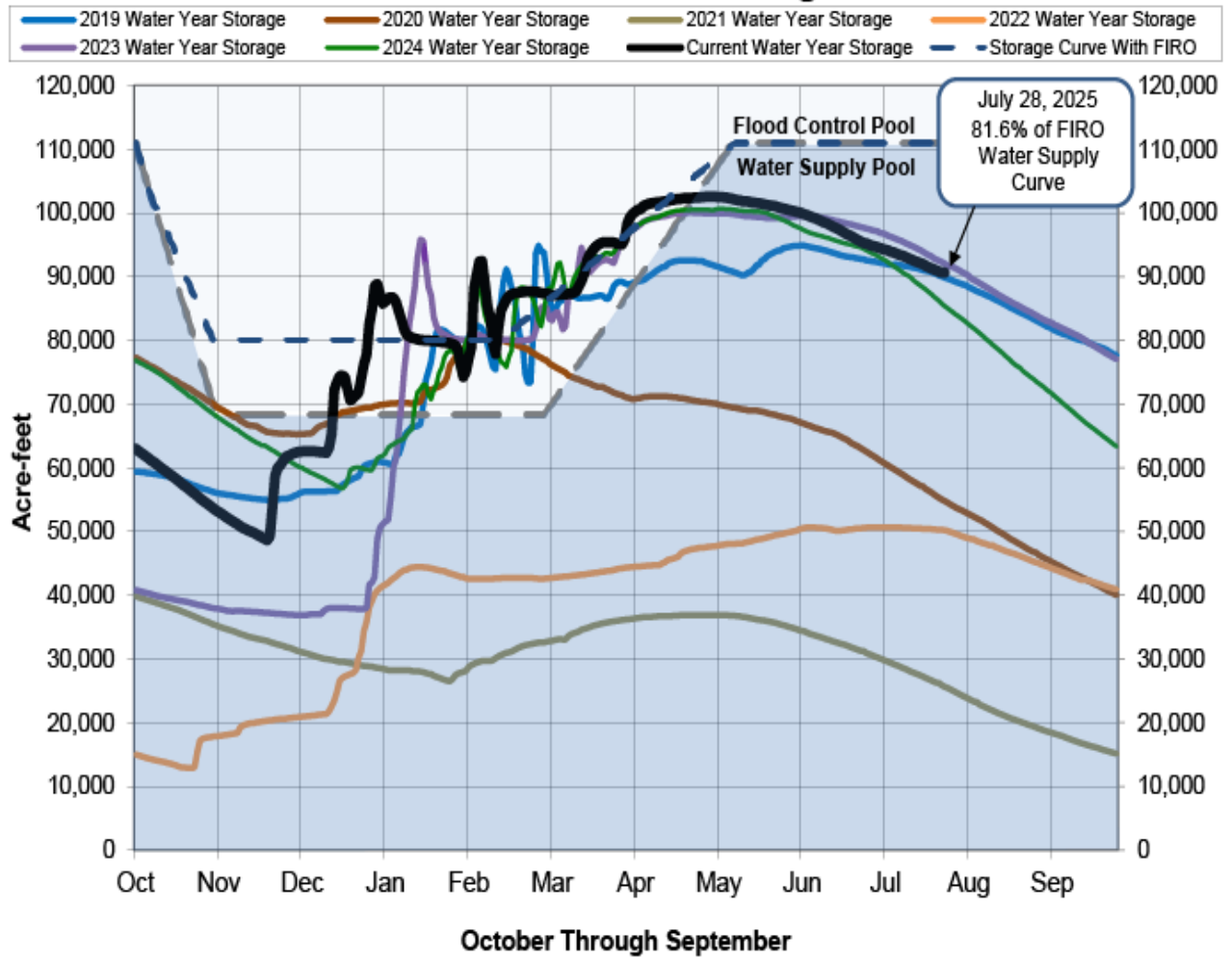
Water source report:

The wells produced 45.05% of the District's overall demand for June 2025.

Lake Sonoma was 93.3 % of the minor deviation buffer pool, and Lake Mendocino was 81.6% (FIRO) of the Target Curve as of July 27, 2025, and July 28, 2025, respectively.

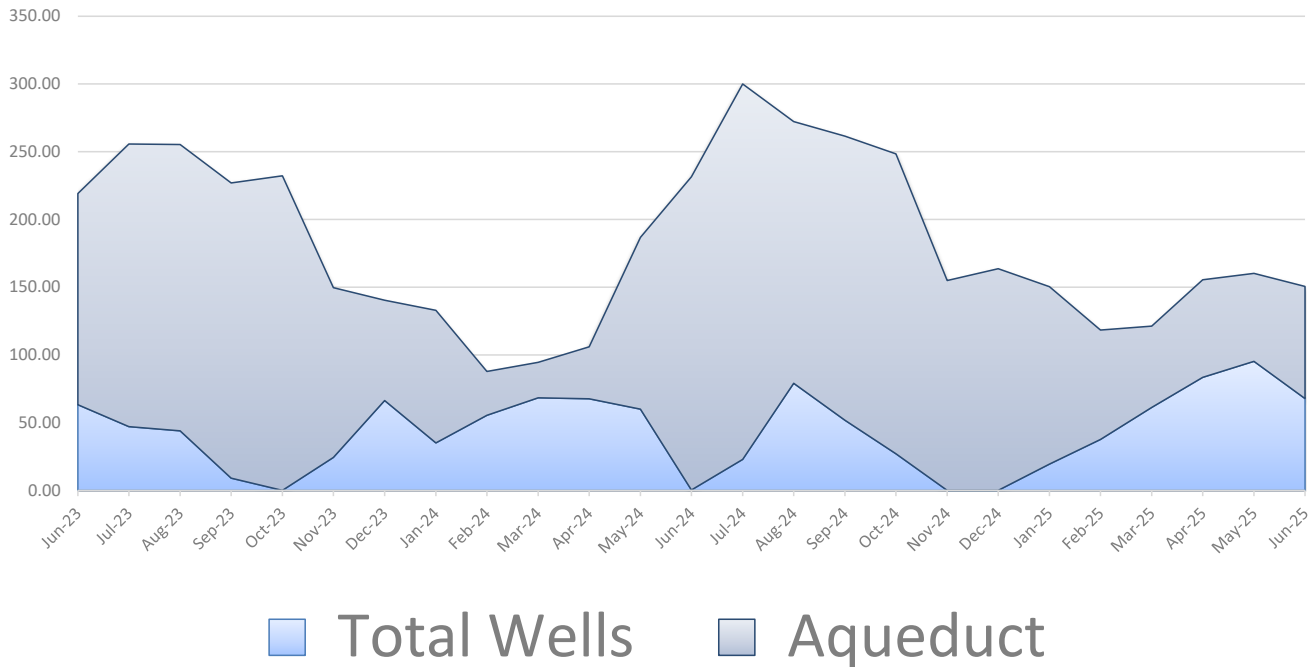


Lake Mendocino Storage



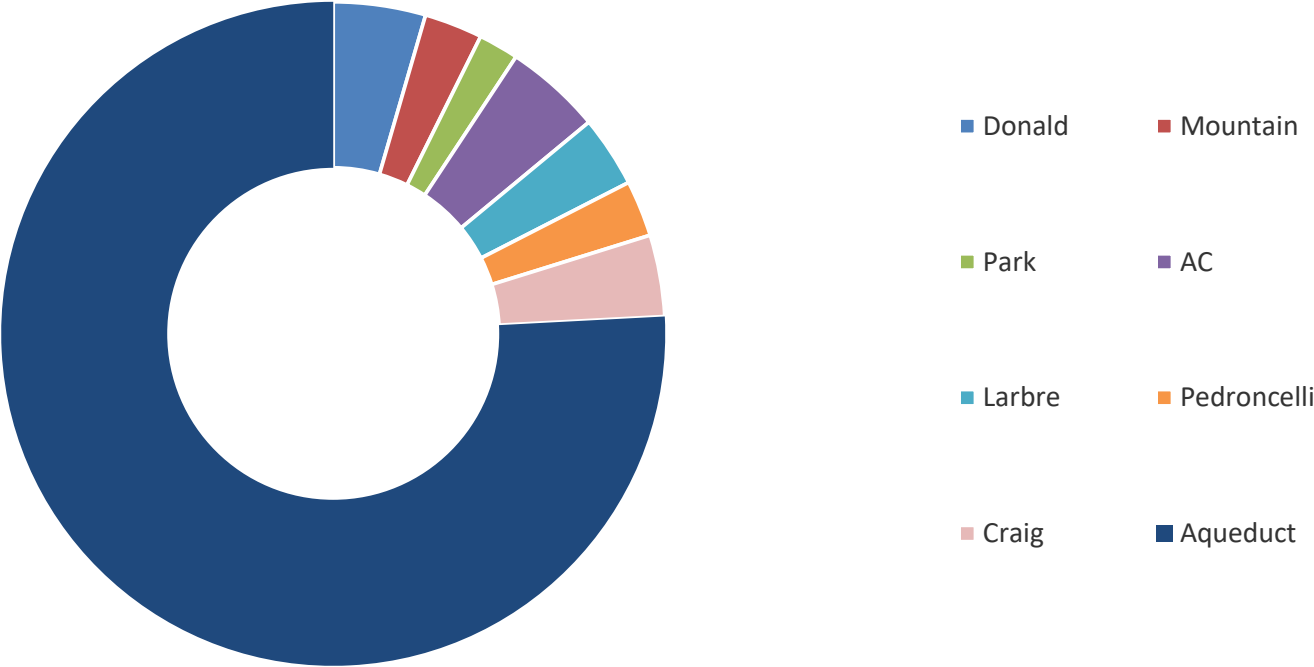
Water Supply Sources - Valley of the Moon Water District

Acre Feet Per Month



Month	Donald	Mt Ave	Park Ave	Agua Cal	Larbre	Pedroncelli	Craig	Aqueduct	Total Wells	Wells %	Total AF Produced	Total AF Deliveries
Jun-23	17.14	1.06	0.00	15.53	15.34	0.00	14.24	155.84	63.31	28.89%	219.15	179.91
Jul-23	13.62	3.25	0.00	12.33	10.66	0.00	7.14	208.67	47.00	18.38%	255.66	183.25
Aug-23	13.33	7.69	0.00	9.59	4.31	0.00	8.99	211.39	43.91	17.20%	255.31	244.45
Sep-23	2.92	1.72	0.00	2.36	0.00	0.00	2.02	217.91	9.02	3.98%	226.94	218.98
Oct-23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	232.29	0.00	0.00%	232.29	245.00
Nov-23	7.06	2.54	0.00	6.21	3.43	0.00	4.98	125.39	24.22	16.19%	149.61	170.32
Dec-23	17.11	7.73	1.70	14.38	15.12	0.00	10.25	74.10	66.29	47.22%	140.40	168.50
Jan-24	9.74	0.85	3.03	8.00	7.64	0.00	5.75	97.91	35.02	26.35%	132.93	120.81
Feb-24	14.28	7.27	5.29	9.97	9.49	0.00	9.03	32.39	55.33	63.07%	87.73	119.04
Mar-24	9.49	5.28	7.82	14.75	15.94	0.00	15.11	26.06	68.39	72.41%	94.45	104.05
Apr-24	14.18	7.70	6.75	11.60	13.91	0.00	13.44	38.38	67.57	63.78%	105.95	111.99
May-24	11.33	8.34	6.14	9.90	13.02	0.00	11.28	126.64	60.02	32.15%	186.67	127.34
Jun-24	0.22	0.00	0.00	0.01	0.00	0.00	0.00	231.19	0.23	0.10%	231.42	207.41
Jul-24	4.94	2.58	2.51	6.03	6.82	0.00	0.01	277.11	22.89	7.63%	300.00	210.69
Aug-24	17.10	10.17	7.84	14.06	15.35	0.00	14.56	193.17	79.08	29.05%	272.25	295.04
Sep-24	12.97	4.15	5.74	10.95	10.43	0.00	7.52	209.67	51.76	19.80%	261.43	231.01
Oct-24	6.32	3.86	3.37	5.41	4.64	0.00	3.35	221.38	26.96	10.86%	248.33	262.02
Nov-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	154.90	0.00	0.00%	154.90	195.76
Dec-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	163.67	0.00	0.00%	163.67	172.44
Jan-25	0.00	4.93	0.00	7.97	0.00	0.00	6.42	131.10	19.32	12.84%	150.42	119.90
Feb-25	0.00	4.72	0.00	12.38	2.09	4.66	13.77	80.67	37.62	31.80%	118.28	118.01
Mar-25	10.01	8.73	0.00	8.17	5.13	14.13	15.10	60.05	61.27	50.50%	121.32	106.81
Apr-25	15.93	8.78	5.45	12.00	12.38	15.40	13.50	72.06	83.44	53.66%	155.50	116.02
May-25	19.05	8.55	10.68	16.54	12.42	19.17	8.89	64.86	95.30	59.50%	160.16	138.45
Jun-25	15.07	7.52	8.57	12.76	9.08	8.34	6.47	82.69	67.80	45.05%	150.50	212.05
FY to date (Acre Feet)	79.35	51.24	33.81	86.19	56.16	61.69	75.01	1,241.06	443.45	26.33%	1,684.52	1,672.47

Water Production



Actual Month	Wells											
	Donald	Mountain	Park	AC	Larbre	Pedroncelli	Craig	Total	Aqueduct	Total	Wells %	Aqueduct flow rate*
Jul-24	4.94	2.58	2.51	6.03	6.82	0.00	0.01	23	277.11	300	8%	2.91
Aug-24	17.10	10.17	7.84	14.06	15.35	0.00	14.56	79	193.17	272	29%	2.03
Sep-24	12.97	4.15	5.74	10.95	10.43	0.00	7.52	52	209.67	261	20%	2.28
Oct-24	6.32	3.86	3.37	5.41	4.64	0.00	3.35	27	221.38	248	11%	2.33
Nov-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	154.90	155	0%	1.68
Dec-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	163.67	164	0%	1.72
Jan-25	0.00	4.93	0.00	7.97	0.00	0.00	6.42	19	131.10	150	13%	1.38
Feb-25	0.00	4.72	0.00	12.38	2.09	4.66	13.77	38	80.67	118	32%	0.94
Mar-25	10.01	8.73	0.00	8.17	5.13	14.13	15.10	61	60.05	121	51%	0.63
Apr-25	15.93	8.78	5.45	12.00	12.38	15.40	13.50	83	72.06	155	54%	0.78
May-25	19.05	8.55	10.68	16.54	12.42	19.17	8.89	95	64.86	160	60%	0.68
Jun-25	15.07	7.52	8.57	12.76	9.08	8.34	6.47	68	82.69	150	45%	0.90
Sub-Total	101	64	44	106	78	62	90	545	1,711	2,257	24%	
* Average daily rate of flow during the month (in millions of gallons per day)												
Annual Target	94	55	0	89	65	0	60	363	1,856	2,219	16%	
% of Target	107%	117%		119%	121%		150%	150%	92%	102%		

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Clayton Church, Water System Manager

SUBJECT: Operations Update

Background:

The month of July was a good start to FY 25/26; staff have started procurement for in-house CIPs and started scheduling and completing routine maintenance for the year. Below, please see a brief list of and a description of those items:

- The District's Cross-Connection Control Program was approved by SWRCB. Staff have met and begun to develop digital forms, procedures, and timelines for the Cross-Connection Control Program customer self-assessments.
- Maintenance on wells has started; one well will be taken offline at a time. All components are inspected, and necessary maintenance is conducted, and then the well is put back online.
- The Donald Hydro Pneumatic tank was coated, valve turning throughout the water system continues, organizing and general cleanup of the corporation yard and operations offices.
- Pre-con and continued coordination with contractors at the Larson Park project.
- Staff continue to GPS system assets, and the GPS team has been busy verifying valve covers are raised throughout the extensive paving being done by the County.
- Two safety training courses were held in July: training and discussion around Emergency Response Plan (ERP) Tab 6 Threat or Actual Contamination of Water System and Mark and Locate Best Practices.
- Main break was repaired on Happy Ln, Arnold Dr, just south of the roundabout; main line leak repaired, Melvin Ave service line replaced, and hydrant at Linden + Walnut struck by a vehicle; hydrant was repaired and is online.

The month of August will be focused on procurement and preparation for the upcoming FY 25/26 in-house CIP and preventative maintenance work. Cross-training will continue for GPS and MMS activities and will support mobilization of the Cross-Connection Control Program. Paving schedule will be sent to the County, and continued coordination with the County on the process for pre- and post-paving inspections via the County portal. Staff did a great job on heavy yard detail and are moving into the new FY very prepared; as well, staff have gained a lot of ground on the backlog of MMS work orders and will continue to schedule as more work orders are generated.

The table below shows a subjective percentage completed for each of the CIP projects based on an estimate of the time requirement remaining. The percentage will not match the one shown on the CIP budget update, because that number accounts only for the budget remaining.

Project Number and Description	Percent Complete
Project 2989: Park Well Drilling	75%
Project 2991: GPS Facilities	45%
Project 3022: Altamira Fire Flow Improvement & P-31 Arnold Dr & Aqua Caliente Rd Roundabout Improvement	50%
Project 3029: Bolli Tanks recoating & Railing /Solar Retro	0%
Project 3046: Pump Station Battery Wall- Glen Ellen Booster	10%
Project 3047: Seismic Vulnerability Assessment (LHMP)	45%
Project 3053: Spare Generator purchase	85%
Project 3057: 1-1/2 & 2" PB service line replacement	0%
Project 3060: SDC Evaluation	25%
Project 3069: Lomita Ave Commercial Fire Flow Improvement	0%
Project 3070: Small Dump Truck purchase	25%
Project 3071: Replace Small Ranger	25%
Project 3072: Facility Assessment security camera assessment	0%
Project 3073: Glen Ellen Booster Pump, VFD and check valve	20%
Project 3074: Replace Generator at AC Booster	10%
Project 5107: County of Sonoma Paving Project requiring adjustment and/or relocation of District facilities	0%
Project 8100: Valve Replacement Program	%
Average Percent Complete	21%

Date: August 5, 2025
Item 7.A

M E M O R A N D U M

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: Sonoma Developmental Center (SDC) Update

Background

The information gathered in the site visits carried out by EKI and their dam sub-consultant, electrical sub-consultant, and structural sub-consultant on May 19th, 20th, and 27th, as well as the raw water quality from SDC's various sources, has been evaluated, and EKI is now preparing their final report. Currently, they are awaiting final figures for some of the equipment that will be recommended in the report before it can be finalized. It is looking like the draft report will be available for our review within a week or so.

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: July 7th Technical Advisory Committee (TAC) Meeting, and August 4th Water Advisory Committee (WAC) and TAC Meeting

Background:

Below, please find highlights from the July 7th WAC-TAC meeting:

Water Supply Conditions and Temporary Urgency Change Order:

Lake Sonoma is currently at 251,000 acre-ft, and Lake Mendocino is currently at a little above 94,000 acre-ft. The State Board issued an order on June 27th approving Sonoma Water's temporary urgency change petitions.

Water Supply Roadmap Messaging: (Please see attached)

Sonoma Marin Saving Water Partnership

a. 2025 Water Production Relative to 2013 Benchmark

For the month of May 2025, compared to 2013, the partnership saw a 27% reduction, and VOMWD saw a 46% reduction. Year-to-date, compared to 2013, the contractors saw a 25% reduction, and VOMWD saw a 34% reduction.

b. Water Use Efficiency Outreach Messaging

Paul Piazza of SCWA presented and answered questions on Summer outreach, including the social media outreach toolkit, social media posts, and shared partnership resources.

Biological Opinion Status Update:

David Manning of SCWA presented on enhancement site maintenance, fish numbers, including the increase in Coho Salmon, the Russian River estuary being open, and the temporary urgency change petitions that were filed with the State Water Board.

Eel Russian Project Authority and Potter Valley Project Update:

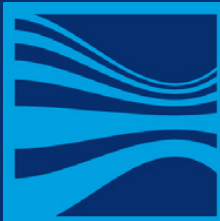
David Manning of SCWA presented on the continued work on the New Eel Russian Facility (NERF), including a delay which will push the 60% design to early 2027. Also, working on developing a draft of the scope of work, which will be shared with the Board of the Eel Russian Project Authority (ERPA). There will be a meeting with the Two Basin Partners on outstanding items for the water diversion agreement, in hopes of approving the agreement at the July 21st ERPA meeting.

Business Services and External Affairs Division Update:

Brad Sherwood of SCWA presented and informed us that all of the current active Federal grants have been unfrozen. On the state side, they are watching SB599, which will get the Department of Water Resources (DWR) to support the seasonal to subseasonal collaboration work. SCWA is coordinating with the North Bay Watershed Association on the regulations for golden mussels. There will be an upcoming event for the Lake Mendocino Forecast Informed Reservoir Operations (FIRO), which will be held in mid to late October. The fiscal team is reporting that deliveries are currently at or slightly above budgeted figures.

August 4th WAC/TAC Meeting:

Director Foreman and General Manager Fullner will be attending the August 4th WAC/TAC meeting and will provide a verbal update at the August 5th Board meeting.



**Sonoma
Water**

Water Supply Roadmap

Ensuring resilient water resources now and for future generations

Roadmap dates and project scopes are approximate and subject to change

Lake Mendocino FIRO Water Control Manual Update

Up to **11,650 acre-feet** per year of additional water supply

Lake Sonoma FIRO Deviation Requests

up to **19,000 acre-feet** per year water supply above current

Sebastopol Road Well Aquifer Storage and Recovery Project

Up to **250 acre-feet** per year of water supply

Occidental Road Well Aquifer Storage and Recovery Project

Up to **250 acre-feet** per year of water supply

CURRENTLY BEING STUDIED Cloverdale Water Supply Agreement

Up to **1,500 acre-feet** per year provided to fill gaps in the City of Cloverdale's water supply

Lake Sonoma FIRO Water Control Manual Update

Up to **30,000 acre-feet** per year of additional water supply above current

CURRENTLY BEING STUDIED Riverbank Filtration Facility Redundancy

Up to **25 million gallons** a day of water production redundancy

A PARTNERSHIP

New Eel-Russian Diversion Facility

30,000 acre feet per year of resiliency benefit water supply, not only to Sonoma Water

CURRENTLY BEING STUDIED

Lake Sonoma FIRO Secondary Outlet

Up to **40,000 acre-feet** per year of additional water supply per year above current

2026

2025

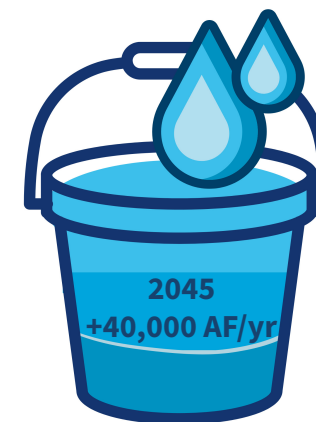
2028

2035

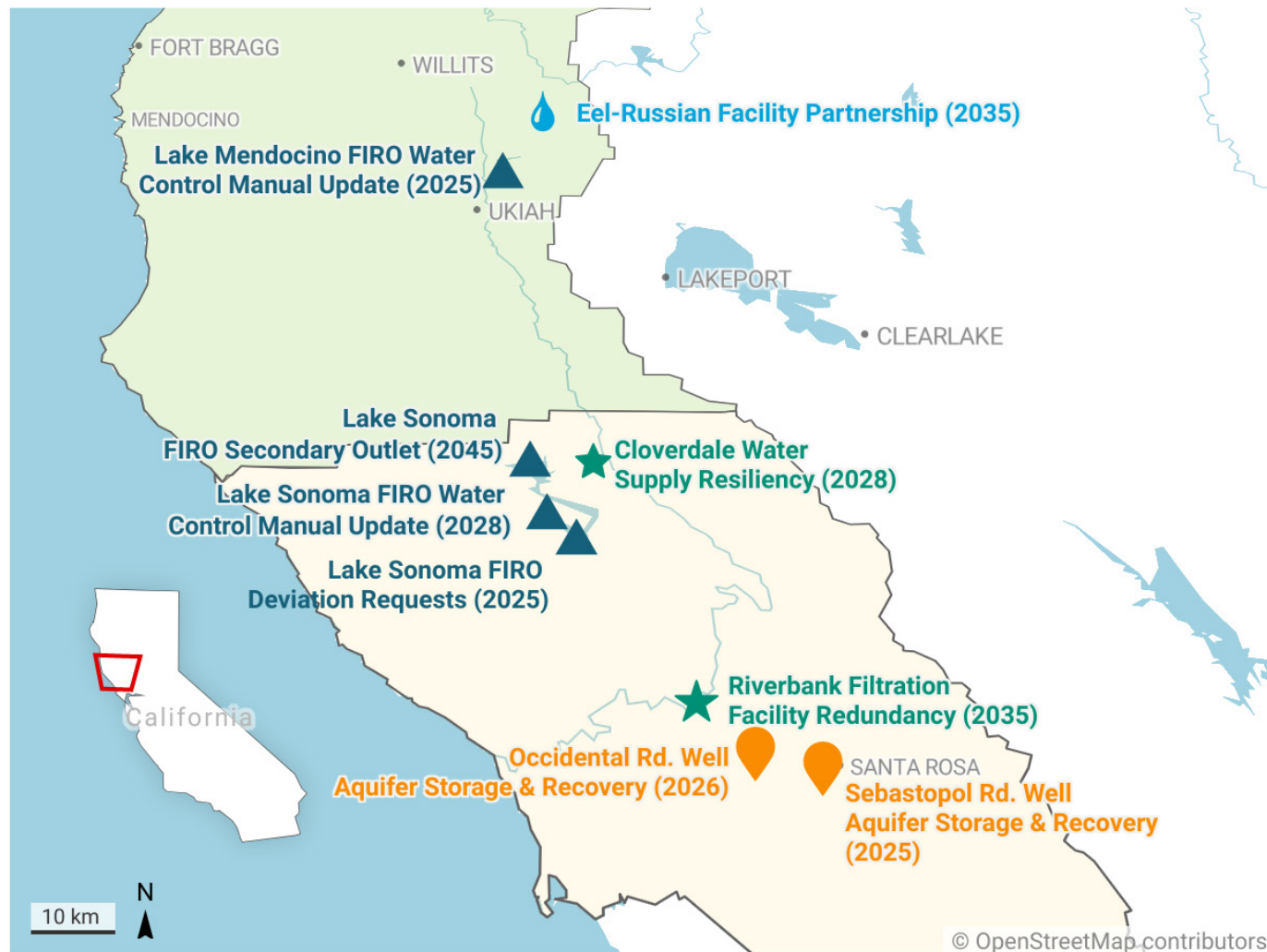
2045









**Estimated
potential
additional
average
water supply**



Water Supply Projects 2025-2045



Symbols

- | | | |
|--|---|--|
|  River Diversion Project |  Forecast Informed Reservoir Operations (FIRO) |  Aquifer Storage and Recovery Project |
|  Water Supply Resiliency/Redundancy Projects |  Sonoma County |  Mendocino County |

sonomawater.org

Roadmap dates and project scopes are approximate and subject to change

Eel-Russian River Diversion Project

Sonoma Water is a partner in the Eel-Russian Project currently being studied. It will develop a reconfigured water diversion facility near the current location of Cape Horn Dam (part of Pacific Gas and Electric Company's Potter Valley Project), to continue water diversions seasonally from the Eel River to the Russian River watershed once PG&E decommissions that project and ends its current diversion of Eel River water.

Depending on rainfall levels and Lake Mendocino storage capacity, diversion volumes up to 30,000 acre-feet per year are anticipated (under typical wet-season conditions, the facility can reliably divert up to 40,000 acre-feet per year).

Forecast-Informed Reservoir Operations (FIRO) Atmospheric river forecasting data has updated how the U.S. Army Corps manages flood control releases from Lake Mendocino, and Lake Sonoma – holding more water when weather forecasts indicate favorable conditions ahead, avoiding tens of thousands of acre-feet of water from being released into the ocean, while still preventing the risk of flood.

Water Control Manual: Provides a “guide curve” that dictates a storage and release schedule based on past weather patterns.

Deviation Requests: Deviation requests are developed and submitted to the U.S. Army Corps of Engineers (USACE) for approval.

Secondary Outlet: Sonoma Water is currently studying a potential future project to help mitigate reduced Eel River diversions would be a new second outlet from Lake Sonoma to the Russian River above Dry Creek.

Water Supply Resiliency/Redundancy

Projects we are studying could provide additional resiliency to ensure reliable water supply: supplemental water supply to the City of Cloverdale in times of seasonal low supply/drought conditions and siting additional riverbank filtration facilities adjacent to Mirabel to provide greater redundancy to Sonoma Water's water supply production facilities.

Aquifer Storage and Recovery, or ASR, is an innovative water management strategy that stores water underground during wet periods and recovers it for use during dry seasons or emergencies. It is sometimes referred to as groundwater banking.

Through specially designed ASR wells, drinking water sourced from the Russian River and delivered via Sonoma Water aqueducts would be injected directly into deep aquifers for safe, seasonal or long-term storage, and extracted later when that water is needed.

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: Progress Update: Hybrid Generator Upgrade at Hanna Pump Station

Background:

I'm pleased to report our progress on the innovative energy resilience initiative at the Hanna Pump Station. As part of our broader effort to reduce operational costs, extend generator runtime, and minimize noise impact on surrounding neighborhoods, we have now completed the PLC (Programmable Logic Controller) controls upgrade that enables hybrid operation of the diesel generator and battery system.

This upgrade allows the site to intelligently manage generator use based on real-time conditions, effectively turning the system into a hybrid energy source that balances reliability, efficiency, and environmental considerations. The newly integrated controls were installed, tested, and are now operational.

Key Operational Enhancements:

- **PG&E Outage Response:** Upon utility failure, the automatic transfer switch shifts the load, but the generator does not start immediately, allowing the battery system to carry the load if possible.
- **Intelligent Generator Start/Stop:** The PLC monitors battery voltage and tank level:
 - If the battery voltage drops below threshold, the generator automatically starts and charges for a preset duration (default: 60 minutes).
 - If tank level triggers a pump call, the generator starts, allows time for Variable Frequency Drives (VFDs) to spool up, and then operates the pump. Once the pump cycle ends, the generator powers down after a delay.
- **Seamless Return to Utility Power:** When PG&E service is restored, the system transitions back to utility power and shuts down the generator automatically.
- **Additional Safeguards:** A low fuel level alarm is in place to provide proactive alerts.

Our SCADA consultant, Paul Smedshammer, described the final configuration as “pretty slick,” and we agree—it’s a solid demonstration of practical, applied innovation. Not only does this solution enhance reliability and extend fuel duration, but it also exemplifies a proactive approach to site autonomy without incurring significant consultant study costs.

We also finalized an upgrade to the on-site CMORE touchscreen interface to simplify usability for operators. This project serves as a successful pilot that could inform future hybridization or energy efficiency initiatives at other remote or generator-dependent sites within the District. Following this success, components for the next site (Glen Ellen Pump Station) have been ordered, and we plan to install them in the current fiscal year.

Special thanks to Paul, Casey, and Clayton for taking an idea and making it a reality. To my knowledge, this is a first-of-a-kind.

Date: August 5th, 2025

Item: 8.A

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: Award of Contract – ASR and Park Avenue Well Redrill Equipping Phase: Projects 3038, 3039, and 2989

Background

Valley of the Moon Water District received a DWR grant to study and install ASR facilities at the Park and Verano Well locations. The ASR/production wells and monitoring wells have already been constructed, and an ASR Pilot Study has been conducted, each under separate contracts and work scopes. These studies proved successful, and the District is now ready to move forward with the final component of the work: the equipping phase. The District advertised for and received bids to construct the facilities, and Weeks Drilling & Pump Co. was the lowest responsive bidder.

The District and its consultant, EKI, are also working concurrently on amending the District's Permit to Operate with the Department of Water Resources (DWR), so that the new well at Park can be used as soon as possible after construction is finalized.

Recommendation:

Authorize the General Manager to issue the Notice of Award, Authorize the Board President and Board Secretary to execute a contract with Weeks Drilling & Pump Co. for the construction of the final equipping phase in the amount of \$522,279.10 with a change order authority of 10%, for a total not-to-exceed amount of \$574,507.01.

Attachment:

Sections C-11 (Notice of Award), C-13 (Notice to Proceed [if the project is awarded, this will be issued to the contractor following successful execution of the agreement]), and E 1-5 (Agreement) of the Valley of the Moon Water District, ASR Equipping Phase Project Manual (Projects 3038, 3039, and 2989)

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: Aquifer Storage and Recovery Equipping Phase
for the Valley of the Moon Water District.

The District represented by the undersigned has considered the Bid submitted by you for the above-described work.

It appears that it is to the best interest of said District to accept your Bid in the amount of _____ (\$_____).

You are hereby notified that your Bid has been accepted.

You are required to execute the formal contract with the undersigned District, submit the Payment and Performance Bonds, and to furnish the required insurance certificates within ten (10) calendar days from the date of the delivery of this Notice to you.

To expedite the completion of the Contract documents, your attention is directed to Section F-2 of the Specifications, which should be called to the attention of your underwriter in preparing the insurance certificates.

Dated this _____ day of _____, 2025.

VALLEY OF THE MOON WATER DISTRICT
District

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice of
Award is hereby acknowledged

This _____ day of _____, 2025

By _____

Title _____

NOTICE TO PROCEED

TO: _____

DATE: _____

PROJECT: Aquifer Storage and Recovery
Equipping Phase

Valley of the Moon Water District

Sonoma County, California

You are hereby notified to commence Work in accordance with the Agreement to be dated

_____, 2025, on or before _____, 2025, and you are to
complete the Work in 150 consecutive calendar days. The completion date of the Work is therefore

_____, 2025.

Valley of the Moon Water District

By _____

Title _____

ACCEPTANCE OF NOTICE TO PROCEED

Receipt of the above NOTICE TO PROCEED
is hereby acknowledged by this the _____ day
of _____, 2025.

By _____

Title _____

SECTION "E"

ARTICLES OF AGREEMENT

AQUIFER STORAGE AND RECOVERY
EQUIPPING PHASE

APRIL 2025

VALLEY OF THE MOON WATER DISTRICT
SONOMA COUNTY, CALIFORNIA

THIS AGREEMENT, made and entered into this _____ day of _____ in the year Two Thousand Twenty-five (2025) by and between Valley of the Moon Water District, as party of the First Part and

_____ as party of the Second Part.

WITNESSETH: That the District and Contractor have mutually covenanted and agreed, and by these presents do covenant and agree with each other as follows:

FIRST: That for and in consideration of the covenants and agreements hereinafter contained on the part of the District, and the sums of money hereinafter designated to be paid to Contractor by the District in the manner and form as hereinbefore in the attached Specifications provided, Contractor hereby covenants and agrees to and with the District, to furnish all labor, tools, appliances, equipment, plant and transportation, and any and all other expenses necessary or incidental to the performance of certain work hereinbefore specified and to build, erect, construct, complete and install the Aquifer Storage and Recovery, Equipping Phase for the Valley of the Moon Water District, Sonoma County, State of California, all as more particularly and in detail set forth in those certain Plans and Specifications and other provisions of the Contract Documents filed in the office of EKI Environment & Water, Inc., approved and adopted by the Board of Directors, Valley of the Moon Water District and identified by the signatures of the parties of this agreement. True copies of the Notice to Bidders, Information for Bidders, Bid of Contractor, Bid Guaranty, Articles of Agreement, Contract Bonds, General Stipulations, and detailed Specifications, together with all modifications incorporated in those documents before their execution, are hereunto annexed by reference thereto incorporated herein and made a part hereof as through in this document fully set forth.

SECOND: That said Contractor agrees to receive and accept the Bid unit prices as full compensation for furnishing all materials and for doing all the work embraced and contemplated in this agreement and set forth in Contractor's Bid submitted to the Board of Directors, Valley of the Moon Water District, on _____, 2025 and the true copy thereof hereto attached; also, for all loss or damage arising out of the nature of said work, or from the action of the elements or from any unforeseen difficulties or constructions which may arise or be encountered in the prosecution of the work until the acceptance thereof by the District; and for all risks connected with the work and for well and faithfully completing the work and the whole

thereof, in the manner and according to the said Plans and Specifications and the requirements of Engineer under them, to wit: The unit prices as set forth in Contractor's Bid for the items awarded and to be constructed under this agreement, which price shall be considered as though repeated herein.

The undersigned Contractor further agrees to so plan the work and to prosecute it with such diligence that said work, and all of it, shall be completed on or before the expiration of the completion time specified in Section "C" of these Specifications.

THIRD: The District hereby promises and agrees with said Contractor to employ, and does hereby employ said Contractor to provide the materials and to do the work according to the terms and conditions herein contained and referred to for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the Specifications; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

FOURTH: No interest in this agreement shall be transferred by Contractor to any other party, and any such transfer shall cause annulment of this contract, so far as the District is concerned. All rights of action, however, for any breach of this Contract are reserved to said District.

FIFTH: Contractor agrees that they will immediately repair and replace all defective material and workmanship for one year after acceptance of final payment by them and that they will indemnify that said District against all loss and damage occasioned by any such defect, discovered within said year, even though the damage or loss may not be ascertained until after expiration thereof.

SIXTH: The said Contractor agrees at all times during the progress of the work to carry with insurance carriers approved by the District, full worker's compensation, property damage and public liability insurance and fire insurance and to furnish the District with certificates from said insurance carriers acknowledging full liability and fully insuring Contractor and the District, its officers, employees or agents against loss and liability on account of any and all injuries to workmen and others, caused directly or indirectly by the performance or execution of this Contract or subcontracts hereunder. Such insurance policies shall be endorsed as follows:

"It is hereby understood and agreed that the policy to which this certificate refers may not be canceled nor the amount of coverage thereof reduced until sixty (60) days after receipt by the District of a registered written notice for such cancellation or reduction in coverage." It is also understood that the District shall receive forty-five (45) days registered written notice prior to the effective date of non-renewal.

The undersigned Contractor is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and will comply with such provisions before commencing the performance of the work of this contract.

SEVENTH: Contractor shall save the District harmless from any and all claims which may be made on account of any alleged infringements of any patent rights of any person or persons on any

articles of process, methods or appliances used in the construction or necessitated by reason of the use or operation of the article, work or structure contemplated by this contract, where the same is not specifically required by the Plans and Specifications, and shall defend any judgment so obtained. The District shall similarly save Contractor harmless from claims made on account of alleged infringement of any patent rights which are actually called for and specifically required by the Plans and Specifications.

EIGHTH: It is agreed by the parties that time is of the essence in the completion of the work called for in the Contract Documents, and the District has determined that in the event Contractor does not complete the work within the time limit so specified or within such further time as said Board shall have authorized, Contractor shall pay to the Valley of the Moon Water District liquidated damages in the amount of Five hundred dollars (\$500.00) per day for the first 7 calendar days starting the first day following the current contract completion date. Damages for late completion shall increase to One Thousand Dollars (\$1,000) per day beginning the eighth calendar day following the current contract completion date, and for every calendar day thereafter during which the work remains uncompleted. As it is impracticable to determine the actual delay damage; it is, therefore, agreed that Contractor shall pay liquidated damages to the District in the amount set forth above. Contractor further agrees that in case the same are not paid, the District may deduct the amount thereof from any moneys due, or that may become due, Contractor under the Contract. Additional provisions with regard to said time of completion and liquidated damages are set forth in the Specifications, which provisions are hereby referred to and incorporated herein by reference.

CONTRACTOR INITIAL _____

DISTRICT INITIAL _____

NINTH: Reference is hereby made to the rate of prevailing wage scale established by the District, a copy of which may be obtained via the internet at www.dir.ca.gov/DLSR/, the provisions of which are hereby specified as the rate of prevailing wage to be paid workmen on this project, and the provisions of the Labor Code (commencing with Section 1770) and particularly Section 1775 thereof, shall be complied with.

TENTH: Not used.

ELEVENTH: Attention is directed to Section 1735 of the Labor Code and Government Code section 12940(a), which provide that it is an unlawful employment practice:

“For an employer, because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of any person, to refuse to hire or employ the person or to refuse to select the person for a training program leading to employment, or to bar or to discharge the person from employment or from a training program leading to employment, or to discriminate against the person in compensation or in terms, conditions, or privileges of employment.”

TWELFTH: To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend Valley of the Moon Water District, EKI Environment & Water, Inc., and each entity's directors, officers, employees, or authorized volunteers, and each of them from and against:

- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including Valley of the Moon Water District, EKI Environment & Water, Inc., and/or Contractor, or any directors, officers, employees, or authorized volunteers of Valley of the Moon Water District, EKI Environment & Water, Inc., or Contractor, and damages to or destruction of property of any person, including but not limited to, Valley of the Moon Water District, EKI Environment & Water, Inc., and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any way directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of Valley of the Moon Water District, EKI Environment & Water, Inc., each entity's directors, officers, employees, or authorized volunteers, except the willful misconduct, or sole negligence or active negligence of Valley of the Moon Water District, EKI Environment & Water, Inc., each entity's directors, officers, employees, or authorized volunteers;
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.
- c. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party.

In no event shall this Agreement, or any portion thereof, be construed to give rise to any obligation on the part of the District, or its elected officials, officers, agents, employees, and representatives to defend, indemnify, or hold harmless Contractor, its agents, subcontractors (of any tier), or employees from and against all damages, costs, or expenses in law or equity, including reasonable attorney's fees, that are in any way connected with the performance of the work under this Agreement.

The District will not be liable for any accident, loss, or damage to the Work prior to its completion and acceptance. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against Valley of the Moon Water District, its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

Contractor shall reimburse Valley of the Moon Water District, its directors, officers, employees, or authorized volunteers, of any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Approval of any insurance contracts by the District does not relieve Contractor or subcontractors from liability under this Agreement, and Contractors' obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Valley of the Moon Water District, or its directors, officers, employees, or authorized volunteers, and Contractor shall be responsible for payment of all amounts it is obligated to pay, which have not been paid by the insurers pursuant to such insurance contracts.

IN WITNESS WHEREOF, this Contract being executed in triplicate and the Parties to this Agreement caused their names to be signed by authority of their duly authorized office this _____ day of _____, 2025.

PARTY OF THE FIRST PART

VALLEY OF THE MOON WATER DISTRICT

By _____
Board President

Countersigned:

By _____
Board Secretary

PARTY OF THE SECOND PART

By _____

Title _____