

BOARD OF DIRECTORS
Regular Meeting Agenda
May 7th, 2024, 6:30 p.m.
Board Room
19039 Bay Street, El Verano
(707) 996-1037

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

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 April 2nd, Board of Directors Regular Meeting

Item 3.B Minutes of the April 22nd, Board of Directors Special Meeting

Item 3.C Adopt Resolution No. 240502, authorizing a Water Facilities Installation Agreement between Valley of the Moon Water District and Aivaras Vilimas & Rabee Alkour for a 4” Dedicated Fire Line and DCDA Backflow Preventer at 17549-17551 Sonoma Hwy, CA 95476 APN 056-301-012

4. PUBLIC PRESENTATION, HEARING OR WORKSHOP

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 March 2024 in the amount of \$413,426.90

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 April 8th and May 6th Water Advisory Committee (WAC)/Technical Advisory Committee (TAC) Meeting Updates

Item 7.B Update on April 24th Presentation to the Sonoma Valley Community Advisory Commission

8. DISCUSSION AND ACTION (GENERAL BUSINESS)

Item 8.A Discuss the Request to Rescind Resolution No. 240204 Which Adopted the Water Supply Assessment for the Proposed Development at 810 West Agua Caliente, as Outlined in the Letter from Victor Hopkiss, Avram Goldman and Paul Rockett, Sent to General Manager Fullner and Members of the Board on April 29th 2024

Item 8.B Approval of Conditional Will-Serve Letter for the Proposed Development on 810 West Agua Caliente Road

Item 8.C Consider Adopting Resolution No. 240501, Adopting the Uniform Public Construction Cost Accounting Act (“CUPCCAA”) Procedures that Subject the Valley of the Moon Water District (“District”) to CUPCCAA and Approves the CUPCCAA Policy and Procedures

Item 8.D Agreement with the Sonoma Valley Unified School District for AMI Collector at Maintenance Yard on Railroad Avenue in Sonoma

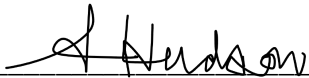
Item 8.E Amendment of Executive Employment Agreement with General Manager, Matt Fullner

9. CLOSED SESSION

10. REQUEST FOR FUTURE AGENDA ITEMS

11. ADJOURNMENT

The next scheduled Board meeting is a regular meeting at 6:30 p.m. June 4th, 2024. Posted this 3rd day of May, online and in three public places.



Amanda Hudson, Board Secretary

VALLEY OF THE MOON WATER DISTRICT
BOARD OF DIRECTORS
REGULAR MEETING MINUTES
April 2, 2024

A Regular Meeting of the Board of Directors of the Valley of the Moon Water District was held on April 2, 2024. **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

President Foreman called the meeting to order at 6:30 P.M. PST.

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

Directors:	Gary Bryant Steven Caniglia Jon Foreman Stephen Rogers Colleen Yudin-Cowan
District Counsel:	Max Blum
District Personnel:	Matthew Fullner, General Manager Amanda Hudson, Administration Manager Brian Larson, Water System Manager Oscar Madrigal, Finance Manager
Presentation:	Ian Timmons, OurGov Lynne Rosselli, Sonoma Water Jake Spaulding, Sonoma Water
Public:	See sign-in sheet

2. PUBLIC COMMENTS

None

3. CONSENT CALENDAR

Item 3.A Minutes of the March 12th, Board of Directors Regular Meeting

Director Bryant made a motion, seconded by **Director Yudin-Cowan**, to approve the Consent Calendar.

The motion passed unanimously by voice vote.

4. PUBLIC PRESENTATION, HEARING OR WORKSHOP
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Item 4.A Presentation by Ian Timmons, Creator of the “OurGov” Application

Director Yudin-Cowan asked if the app will need to be updated if other cities are paying for it. **Ian Timmons** said updates are dependent on personal settings. Other cities are paying for the app based on population size, the District doesn't have a subscription fee.

Director Rogers asked if the subscription will be free for the life of the app. **Ian Timmons** said yes for the life of the app.

Director Yudin-Cowan asked if the app is secure. **Ian Timmons** said the app redirects customers to the District site, so all the security is based on the District site. **Director Rogers** said it would be a good idea for the District's IT to review the app. **General Manager Fullner** said that can be done but the District's website is hosted separately from its server.

Item 4.B Sonoma County Water Agency Fiscal Year 2024/2025 Budget Presentation and Board Direction to the District's Water Advisory Committee (WAC) Representative Regarding Approval of the Budget at the Upcoming April 8th WAC Meeting

Director Rogers asked if bond funds have been paid already and are going into a fund for capital improvement. **Lynne Rosselli** said the Aqueduct Capital Charge is separate from the Bond Charge. The bonds are issued to pay for capital projects which are common facilities; this is basically something all the water contractors pay for. The Aqueduct Capital Charges are specific to Sonoma Aqueduct projects that the City of Sonoma and VOMWD only pay for.

Director Rogers asked why the Sonoma Aqueduct has its own fund. **Jake Spaulding** said that each aqueduct has its own fund that is not comingled with the others. **Director Rogers** asked why the Sonoma Aqueduct cost more. **Jake Spaulding** said there is a smaller user base and less deliveries on the Sonoma Aqueduct Fund so the rate is higher. This rate has been agreed upon by TAC to build fund balance there won't be a need to bond for projects later on. **Lynne Rosselli** said that also smooths the rate over time.

President Foreman asked for an explanation of the specific projects funded by the Aqueduct Fund. **Lynne Rosselli** said they are hazard mitigation projects: Bennett Valley Fault Crossing and three or four other creek crossings paid for directly from that fund.

Director Rogers asked how close Sonoma Water is to meeting its FY23/24 budget. **Lynne Rosselli** said in FY22/23, Sonoma Water spent 105% of the adopted budget. For FY23/24, they are pretty close to being on track except for cathodic protection projects. **Jake Spaulding** said some of the capital projects are running behind as well due to supply issues.

Director Rogers asked if it's a consistent issue that the capital budget is behind. **Jake Spaulding** said they are required to budget for the full cost of construction when it is awarded. They are frontloaded because they have to have money in hand to encumber. **Lynne Rosselli** said typically this time of year is when Sonoma Water is encumbering agreements for construction in the summer months. The encumbrance is part of the adopted budget, but if you look at the actuals, they haven't received any invoices against work for that project yet. The capital program is completely funded by grants and bonds so it's not affecting rate increase. Cathodic protection is behind because they didn't have enough funds to award the contract so it got pushed out until next year.

Director Rogers asked how much was in reserves. **Jake Spaulding** said they aim to keep a 3-month reserve in O&M. They are proposing to use \$2.25 million of the Prudent Reserve to not drop below that threshold. The Prudent Reserve is currently at \$4.1 million. Last year they proposed to use some of the prudent reserve but didn't need to. **Lynne Rosselli** said that the O&M 3-month reserve is about \$11 million. During the drought, they used a lot of fund balance.

Director Bryant said that VOMWD is relying on that aqueduct to be reliable. He asked if there were any projects cut that would disrupt the District's reliability. **Jake Spaulding** said he doesn't think so. They cut some seismic response planning, cut the tank recoat budget, and deferred some transmission system condition assessments.

Director Yudin-Cowan asked when would the system be totally reliable. **Lynne Rosselli** said they would need to talk to the engineers. 100% reliability is probably not possible but they are looking to reduce liability as much as possible. The system may not be able to handle a 9.0 earthquake. However, it could likely survive a 7.0 earthquake with more reliability.

Director Rogers said our water is not inexpensive. Because of groundwater, everyone is talking about how much groundwater is going to cost. When you look at the cost of water against groundwater, it's pretty expensive. We need to be careful. We fall into this trap of saying things are cheap when they are not relative to other things.

Director Yudin-Cowan made a motion, seconded by **Director Caniglia**, to direct the District's WAC representative to approve the proposed budget at the upcoming April 8th WAC meeting.

A roll call vote was taken:

Director Bryant	<u>Aye</u>
Director Caniglia	<u>Aye</u>
Director Foreman	<u>Aye</u>
Director Rogers	<u>Aye</u>
Director Yudin-Cowan	<u>Aye</u>

Ayes 5 Noes 0 Absent 0 Abstain 0

<p>5. FINANCE, ADMINISTRATIVE & OPERATIONAL REPORTS</p>
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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 February 2024 in the amount of \$570,580.80

Director Rogers made a motion, seconded by **Director Yudin-Cowan**, to receive and approve by roll call vote, the monthly financial reports & disbursements for the month of February 2024 in the amount of \$570,580.80

A roll call vote was taken:

Director Bryant	<u>Aye</u>
Director Caniglia	<u>Aye</u>
Director Foreman	<u>Aye</u>
Director Rogers	<u>Aye</u>
Director Yudin-Cowan	<u>Aye</u>

Ayes 5 Noes 0 Absent 0 Abstain 0

Item 5.B Administrative Report

Item 5.C Water Source Report

Director Rogers asked for an update on water loss. **General Manager Fullner** said this was removed from the water source reports and is reported annually after the Water Loss Audit.

Director Bryant said if there is a major leak, the Board would like to be notified at a Board meeting and explain how it was handled and mitigated in the future. **General Manager Fullner** said he agrees. Staff has been doing that and reporting on it in the Operational Updates.

Item 5.D Operational Updates

Director Rogers asked if there was an update on the Seismic Vulnerability Assessment. **General Manager Fullner** said that direction had been given in a previous meeting. Approximately \$30k had been budgeted to look into FEMA funding to pay for the assessment. Because the FEMA funds were limited and highly competitive, the Board's direction had been to budget for the full assessment in the next fiscal year. **Director Rogers** said to use the current budget to start the assessment. **Director Bryant** said it could carry into the next year's budget if staff are not able to find time to do it this year.

6. DIRECTORS' COMMITTEE REPORTS

Item 6.A March 18th Groundwater Sustainability Agency Board Meeting Report

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

8. DISCUSSION AND ACTION (GENERAL BUSINESS)

Item 8.A Approve Updates to the Record Retention Policy by Adoption of Resolution No. 240401

Director Rogers asked if there is a policy on email retention. Director Yudin-Cowan asked if there is a legal requirement for email. District Counsel Blum said none that he is aware of.

Director Yudin-Cowan made a motion, seconded by Director Bryant, to adopt Resolution No. 240401 approving the outlined updates to the District's Record Retention Policy.

A roll call vote was taken:

Director Bryant	<u>Aye</u>
Director Caniglia	<u>Aye</u>
Director Foreman	<u>Aye</u>
Director Rogers	<u>Aye</u>
Director Yudin-Cowan	<u>Aye</u>

Ayes 5 Noes 0 Absent 0 Abstain 0

President Foreman moved to Closed Session at 7:48 P.M.

9. CLOSED SESSION

Item 9.A Conference with Labor Negotiator

Pursuant to government code section 54957.6 Negotiator: Matt Fullner, General Manager. For unrepresented non-executive management employees.

Item 9.B Conference with Labor Negotiator

Pursuant to government code section 54957.6 Negotiator: Allison Hernandez, Counsel Employee organizations: International Union of Operating Engineers, Stationary Engineers Local 39

Item 9.C Public Employee Performance Evaluation Pursuant to Government Code Section 54957(b): General Manager Annual Evaluation.

President Foreman resumed Open Session at 8:32 P.M.

President Foreman reported that the Board approved the transition of the management team to exempt status beginning July 1, 2024, updated job descriptions for management positions, and approved updated salary ranges based on the 2023 Compensation Survey for the current fiscal year (i.e. not including the unknown COLA that will take effect 7/1/2024). The Board also directed General Manager Fullner to bring an employment contract amendment for the General Manager reflecting the discussed changes to the May Board meeting.

10. REQUEST FOR FUTURE AGENDA ITEMS

11. ADJOURNMENT

President Foreman adjourned the meeting at 8:32 P.M. PST.

Amanda Hudson, Board Secretary

Jon Foreman, Board President

VALLEY OF THE MOON WATER DISTRICT
BOARD OF DIRECTORS
SPECIAL MEETING MINUTES
April 22, 2024

A Special Meeting of the Board of Directors of the Valley of the Moon Water District was held on April 22, 2024. **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

President Foreman called the meeting to order at 6:31 P.M. PST.

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

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

2. PUBLIC COMMENTS

None

3. CLOSED SESSION

President Foreman moved to Closed Session at 6:31 P.M.

Item 3.A Significant exposure to litigation pursuant to § 54956.9(b): (1 case)

President Foreman resumed Open Session at 7:17 P.M. with no reportable action.

4. ADJOURNMENT

President Foreman adjourned the meeting at 7:17 P.M. PST.

Amanda Hudson, Board Secretary

Jon Foreman, Board President

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Amanda Hudson, Administration Manager

SUBJECT: Adopt Resolution No. 240502, authorizing a Water Facilities Installation Agreement between Valley of the Moon Water District and Aivaras Vilimas & Rabee Alkour for a 4" Dedicated Fire Line and DCDA Backflow Preventer at 17549-17551 Sonoma Hwy, CA 95476 APN 056-301-012

Background

The above-referenced customer has approached the District and is requesting a facilities agreement for the infrastructure outlined in the attached draft agreement. A contractor hired by the customer will be installing the water facilities under the agreement. The District will inspect all work performed and bill the customer for inspection, plan review, sample collection, etc.

Recommendation

Adopt Resolution No. 240502 approving the execution of the attached Water Facilities Installation Agreement.

Attachment

- Resolution No. 240502
- Draft Agreement

RESOLUTION NO. 240502

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE VALLEY OF THE MOON WATER DISTRICT APPROVING A WATER FACILITIES INSTALLATION AGREEMENT WITH AIVARAS VILIMAS & RABEE ALKOUR.

WHEREAS, Aivaras Vilimas & Rabee Alkour, have requested a water facilities installation agreement with the Valley of the Moon Water District (District) for that certain property known as 17549-17551 Sonoma Hwy, Sonoma, CA 95476 APN 056-301-012.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Valley of the Moon Water District, that the General Manager of the District, be, and hereby is, authorized and directed to execute a water facilities installation agreement with Aivaras Vilimas & Rabee Alkour, a copy of which is attached hereto and incorporated herein, along with any minor modifications approved by the District Counsel.

THIS RESOLUTION PASSED AND ADOPTED THIS 7TH DAY OF MAY 2024, by the following votes:

Director Bryant _____

Director Caniglia _____

Director Foreman _____

Director Rogers _____

Director Yudin-Cowan _____

By _____
President

By _____
Secretary

AYES _____ NOES _____ ABSENT _____ ABSTAIN _____

I HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors of Valley of the Moon Water District held on the 7th day of May 2024, of which meeting all Directors were notified and at which meeting a quorum was present at all times and acting.

By _____
Secretary

**Water Facilities Installation Agreement
Between
Valley of the Moon Water District
And
Aivaras Vilimas & Rabee Alkour**

PURPOSE

This Agreement is entered into on _____, by Valley of the Moon Water District (VOMWD) and Aivaras Vilimas & Rabee Alkour, hereinafter collectively known as Parties, to outline the conditions, responsibilities and financial arrangements relating to the installation of certain water facilities at 17549-17551 Sonoma Hwy, Sonoma, CA 95476 APN 056-301-012 (Project).

FACILITIES

1. The water facilities upgrade consist of:
 - 4" Dedicated Fire Line
 - DCDA Backflow Preventer (5/8" Meter)These facilities are all located on property owned by Aivaras Vilimas & Rabee Alkour.
2. The mainline to be tapped is owned by VOMWD and is located on property owned by the State of California (Hwy 12).
3. Installation of the facilities described in paragraph 1, above, is subject to the terms and conditions outlined herein.
4. The facilities described in paragraph 1, above, are an addition to VOMWD water service facilities currently in place to serve 17549-17551 Sonoma Hwy, Sonoma, CA 95476 APN 056-301-012.

CONSTRUCTION

Construction of the water facilities, addressed by this Agreement, shall be solely the responsibility of Aivaras Vilimas & Rabee Alkour and its duly designated contractor per the following conditions:

1. All plans, materials, and construction practices relating to the water facilities shall be approved by VOMWD prior to beginning the work and must incorporate the applicable portions of VOMWD's Specifications, attached hereto as **Exhibit B** and incorporated herein by reference.
2. Any difference between VOMWD's standards and the drawings included as **Exhibit A** or actual construction must be approved in writing by VOMWD.
3. Aivaras Vilimas & Rabee Alkour shall be solely responsible for obtaining all permits needed to proceed with the construction of the water facilities.
4. Aivaras Vilimas & Rabee Alkour shall provide reliable supervision of all work necessary to install the water facilities.
5. All work shall be done by a contractor licensed in accordance with the provisions of Division 3, Chapter 9, or the Business and Professions Code of the State of California. Aivaras Vilimas & Rabee Alkour shall supply VOMWD with the name(s) and license number(s) of any and or all contractors employed to work on the Project.

INSPECTION

Aivaras Vilimas & Rabee Alkour shall keep VOMWD informed of the progress of the work. VOMWD shall make inspections of the work, as it deems necessary. Under no circumstances shall any backfill be placed prior to inspection by VOMWD staff. Connection to VOMWD's mainline shall be made only under the direction of VOMWD staff.

INDEMNIFICATION

To the fullest extent permitted by law, Aivaras Vilimas & Rabee Alkour shall indemnify and hold harmless and defend VOMWD, its directors, officers, employees, or volunteers, and each of them from and against:

1. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including VOMWD and/or contractor, or any directors, officers, employees, or volunteers of VOMWD or contractor, and damages to or destruction of property of any person, including but not limited to, VOMWD and/or contractor or their directors, officers, employees, or volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of VOMWD or its directors, officers, employees, or volunteers, except the sole negligence or willful misconduct or active negligence of VOMWD or its directors, officers, employees, or volunteers;
2. 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 Aivaras Vilimas & Rabee Alkour;
3. 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 Aivaras Vilimas & Rabee Alkour to faithfully perform the work and all of the obligations under the contract. 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.

Aivaras Vilimas & Rabee Alkour shall defend, at Aivaras Vilimas & Rabee Alkour'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 VOMWD or VOMWD's directors, officers, employees, or volunteers.

Aivaras Vilimas & Rabee Alkour shall pay and satisfy any judgment, award or decree that may be rendered against VOMWD or its directors, officers, employees, or volunteers, in any such suit, action, or other legal proceeding.

Aivaras Vilimas & Rabee Alkour shall reimburse VOMWD or its directors, officers, employees, or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Aivaras Vilimas & Rabee Alkour agrees to carry insurance for this purpose. Aivaras Vilimas & Rabee Alkour's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the VOMWD, or its directors, officers, employees, or volunteers.

RELEASE OF LIENS

Aivaras Vilimas & Rabee Alkour shall, upon the completion of all installations and work approval thereof by VOMWD, furnish VOMWD, on forms approved by VOMWD, a written release executed by any contractor or other claimant to whom Aivaras Vilimas & Rabee Alkour may have become indebted for labor and material, or otherwise, for any installation or work hereunder, as well as a written statement signed by the Aivaras Vilimas & Rabee Alkour stating there are no unpaid claims or demands against Aivaras Vilimas & Rabee Alkour related to any installation of work hereunder.

EASEMENTS/TITLE TO FACILITIES

Title to and ownership of all facilities constructed hereunder by Aivaras Vilimas & Rabee Alkour shall vest absolutely in VOMWD, upon completion and acceptance of such facilities by VOMWD.

Aivaras Vilimas & Rabee Alkour agrees to convey, at no cost to VOMWD, a general service, non-exclusive public utility easement, wherever the water mains, service lines, and appurtenant facilities are installed. The form of easement shall be satisfactory to VOMWD. No water service, other than water for construction or firefighting purposes, shall be provided until all necessary easements are received by VOMWD.

CONVEYANCE OF FACILITIES

Upon satisfactory completion of the installation of the facilities, Aivaras Vilimas & Rabee Alkour agrees that within thirty (30) days after notice from the VOMWD of its readiness to acquire the facilities, Aivaras Vilimas & Rabee Alkour shall make, or cause to be made, execute, or cause to be executed, and deliver or have delivered, to the VOMWD, such instrument or instruments of conveyance in form and substance satisfactory to the VOMWD, conveying to the VOMWD, at no cost to the VOMWD, a good and sufficient title to the facilities, easements and rights of way as may be necessary or reasonably appropriate. Aivaras Vilimas & Rabee Alkour warrants that the title to be conveyed to the VOMWD shall be free and clear of any and all liens, charges, and encumbrances, excepting only current taxes and assessments which may be a lien upon the facilities and that any taxes and assessments which may be assessed against, relate to, and constitute a lien upon the real property, easements, and rights of way, shall be prorated as of the date of conveyance. Provided Aivaras Vilimas & Rabee Alkour is not in default hereunder, the VOMWD agrees that it shall give notice of readiness to acquire the facilities within a reasonable time after completion of the installation thereof.

PAYMENT OF COSTS

All costs for the permitting, design, construction and installation of the facilities authorized by this Agreement shall be the responsibility of Aivaras Vilimas & Rabee Alkour. Aivaras Vilimas & Rabee Alkour will pay VOMWD \$5,840, broken down as follows:

- \$442 5/8" Meter
- \$4,899 for fire flow of 573 GPM at \$855 per 100 GPM (dedicated fire service)
- \$499 Agreement Fee

This fee is due and payable prior to execution of this Agreement by VOMWD. Additionally, Aivaras Vilimas & Rabee Alkour shall pay VOMWD all fees and expenses associated with this project within 15 days of receipt of an invoice from VOMWD. These costs include:

1. Hourly charges for inspection, plan review, and associated costs for VOMWD staff time.
2. Mileage and other equipment-related costs incurred by VOMWD in the course of inspecting or otherwise working on this project.
3. Legal, engineering, or other consultant charges incurred by VOMWD in dealing with this project.

This Agreement constitutes compliance with Government Code sections 54999 et seq.

INSURANCE

Aivaras Vilimas & Rabee Alkour and their contractor(s) shall provide evidence of insurance, satisfactory to VOMWD, as described in **Exhibit C**, attached hereto and incorporated herein by reference.

GUARANTEE/BOND

Aivaras Vilimas & Rabee Alkour shall guarantee all work performed by Aivaras Vilimas & Rabee Alkour's contractor for a period of one (1) year from the date of official acceptance by VOMWD.

RESALE OF WATER PROHIBITED

Aivaras Vilimas & Rabee Alkour shall not resell any water furnished pursuant to this Agreement.

ENTIRE AGREEMENT

This Agreement and its exhibits constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties and supersedes all prior and contemporaneous understandings or agreements of the Parties. No party has been induced to enter into this by, nor is any party relying on, any representation or warranty outside those expressly set forth in the Agreement.

SEVERABILITY

If a court or arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, shall not be affected.

SEPARATE WRITINGS AND EXHIBITS

The following exhibits constitute a part of this Agreement and are incorporated into this Agreement by this reference:

- Exhibit "A" – Approved Plans for Project
- Exhibit "B" – VOMWD Specifications
- Exhibit "C" – Insurance Requirements

Should any inconsistency exist or arise between a provision of this Agreement and a provision of any exhibit, schedule, or other incorporated writing, the provision of this Agreement shall prevail, except as otherwise expressly provided in such exhibit (see, e.g. Exhibit "B").

WAIVER

No waiver of a breach, failure of any condition, or any right to remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

SECTION HEADINGS

The headings in the Agreement are included for convenience only and shall not affect the construction or interpretation of any provision of this Agreement nor affect any of the rights or obligations of the Parties

AMBIGUITIES

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

DISPUTE RESOLUTION

- a. Arbitration Required. The Parties shall submit all disputes relating to this Agreement whether contract, tort, or both, to binding arbitration, in accordance with the California Code of Civil Procedure (CCP) sections 1280 through 1294.2. Either party may enforce the award of the arbitrator under section 1285 of the CCP. The Parties understand that they are waiving their right to a jury trial.
- b. Applicable Rules. Any controversy or claim relating to this Agreement, whether contract, tort, or both, or the breach of this Agreement, shall be arbitrated by and in accordance with the American Arbitration Association (“AAA”) Construction Industry dispute resolution procedures.
- c. Attorneys’ Fees. Each party shall bear its own costs and attorneys’ fees, except that the arbitrator’s fee shall be divided equally between the Parties. If legal action in court is necessary to enforce the terms of this Agreement or an arbitrator’s judgment or award, the prevailing party in that legal action is entitled to reasonable attorneys’ fees and court costs.

NOTICES

For notice purposes, the names and address of the PARTIES are: Aivaras Vilimas & Rabee Alkour, 17549 Sonoma Hwy, Sonoma, CA 95476; and VOMWD, VALLEY OF THE MOON WATER DISTRICT, P.O. BOX 280, EL VERANO, CA 95433-0280.

- a. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:
 - (1) Personal delivery. When personally delivered to the recipient. Notice is effective on delivery.
 - (2) First-class mail. When mailed first class to the last address of the recipient known to the party giving notice. Notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
 - (3) Certified mail. When mailed certified mail, return receipt requested. Notice is effective on receipt, if delivery is confirmed by a return receipt.
 - (4) Overnight delivery. When delivered by overnight delivery (such as Federal Express/Airborne/United Parcel Service/DHL Worldwide Express), charges prepaid or charged to the sender’s account. Notice is effective on delivery, if delivery is confirmed by the delivery service.
 - (5) Telex or facsimile transmission. When sent by telex or fax to the last telex or fax number of the recipient known to the party giving notice. Notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given by telex or fax shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient’s time) or on a non-business day.
- b. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

- c. Any party may change its address or telex or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

MODIFICATION

This Agreement may be supplemented, amended, or modified only by the mutual agreement of the Parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by the party to be charged.

DRAFT

IN WITNESS WHEREOF: The Parties hereto have executed this Agreement in duplicate the day and year first above written.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sonoma

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

(Seal)

Signature _____

Representative of _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Representative of Valley of the Moon Water District

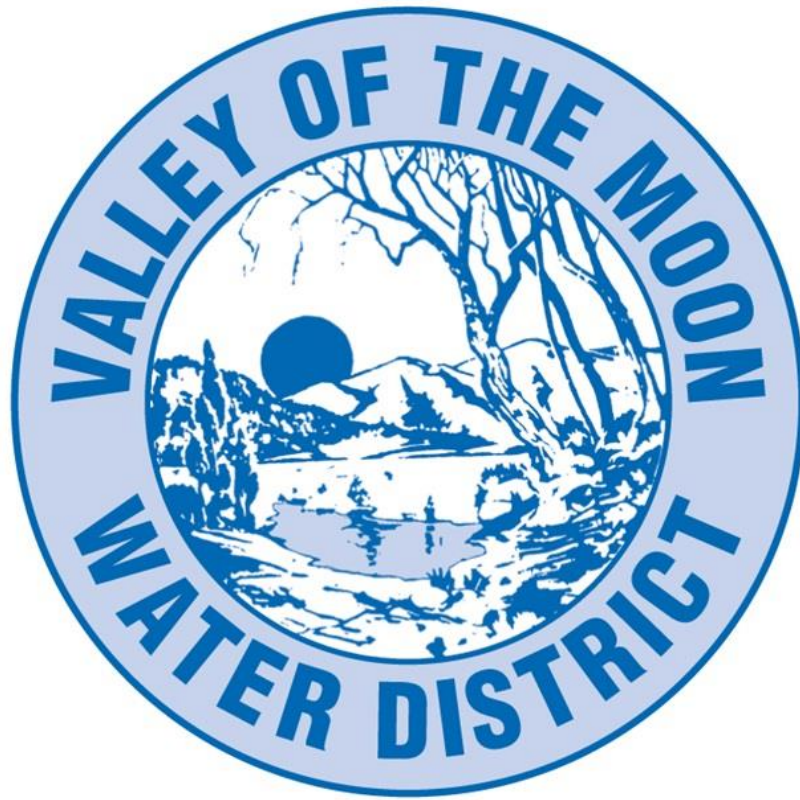
Signature: _____

Printed Name: _____

Title: _____

Date: _____

NOTE: If the APPLICANT executing this agreement is a corporation, a certified copy of the bylaws or resolutions of the Board of Directors of said corporation authorizing designated officers to execute this agreement shall be provided to DISTRICT.



**VALLEY OF THE MOON WATER DISTRICT
STANDARD PLANS
REVISED 01/2015**

VALLEY OF THE MOON WATER DISTRICT
WATER MAIN CONSTRUCTION NOTES

1. THE EXISTING UNDERGROUND UTILITIES ARE PLOTTED FROM AVAILABLE RECORDS. THE CONTRACTOR SHALL PROTECT THESE EXISTING UTILITIES AND SHALL DO NO EXCAVATION UNTIL ALL UTILITY AGENCIES HAVE MARKED THEIR FACILITIES IN THE FIELD. CALL UNDERGROUND SERVICE ALERT (48 HOURS NOTICE REQUIRED) (800) 227-2600 OR 811.
2. THE LOCATIONS OF ALL EXISTING UTILITIES OR OTHER UNDERGROUND OBSTRUCTIONS SHOWN ON THE PLANS ARE APPROXIMATE ONLY AND SHOULD NOT BE TAKEN AS FINAL OR ALL INCLUSIVE. THE CONTRACTOR IS CAUTIONED THAT THE PLANS MAY NOT INCLUDE THE LOCATION OF ALL UNDERGROUND OBSTRUCTIONS WHICH MAY BE ENCOUNTERED.
3. PRIOR TO CONSTRUCTION OF ANY UNDERGROUND UTILITIES, INCLUDING WATER, SEWER AND STORM DRAINS, THE CONTRACTOR SHALL EXPOSE ALL EXISTING UTILITY FACILITIES WHICH ARE TO BE CONNECTED TO OR CROSSED AND THE ENGINEER SHALL VERIFY THEIR GRADE.
4. THE CONTRACTOR SHALL NOT OPERATE ANY MAIN LINE WATER VALVES. SUCH VALVES SHALL BE OPERATED BY THE VALLEY OF THE MOON WATER DISTRICT PERSONNEL ONLY OR AS DIRECTED.
5. CONTRACTOR SHALL OBTAIN AN ENCROACHMENT PERMIT FROM THE COUNTY OF SONOMA AND PROVIDE THE VALLEY OF THE MOON WATER DISTRICT WITH AN APPROVED COPY, INCLUDING ALL OTHER RELATED INFORMATION, BEFORE ANY WATER FACILITY WORK SHALL COMMENCE.
6. ALL WATER SYSTEM WORK SHALL CONFORM TO THE STANDARDS OF THE VALLEY OF THE MOON WATER DISTRICT. CONTRACTOR SHALL CONTACT THE VALLEY OF THE MOON WATER DISTRICT (996-1037) 72 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION TO ARRANGE FOR A PRE-CONSTRUCTION MEETING AND INSPECTION, AS ALL WATER MAIN CONSTRUCTION MUST BE INSPECTED BY THE VALLEY OF THE MOON WATER DISTRICT. IN THE EVENT OF ANY BREAKS IN THE CONSTRUCTION PROCESS, CONTRACTOR SHALL CONTACT VALLEY OF THE MOON WATER DISTRICT 24 HOURS PRIOR TO RECOMMENCEMENT OF CONSTRUCTION.
7. CONSTRUCTION OF WATER FACILITIES SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE VALLEY OF THE MOON WATER DISTRICT, INCLUDING STANDARD PLANS.
8. CONTRACTOR, WHEN APPLYING FOR ENCROACHMENT PERMIT WITH CALTRANS, SHALL INDICATE ON THE PERMIT THAT THE VALLEY OF THE MOON WATER DISTRICT WILL BE OWNER OF THE WATER FACILITIES AFTER THEY ARE CONVEYED TO THE DISTRICT.
9. CONTRACTOR SHALL OBTAIN ALL PERMITS AND PAY ALL FEES TO ALL RELATED AGENCIES PRIOR TO COMMENCEMENT OF ANY WORK.

10. WATER CONSTRUCTION, TESTING, CLEANING, AND DISINFECTION SHALL BE SUBJECT TO INSPECTION AND APPROVAL OF THE VALLEY OF THE MOON WATER DISTRICT. PRESSURE / LEAKAGE TESTS SHALL NOT BE MADE UNTIL A MINIMUM 72 HOURS AFTER THE LAST THRUST BLOCK HAS BEEN POURED.
11. ALL FLUSHING, TESTING AND DISINFECTION OF WATER MAINS SHALL BE COMPLETED PRIOR TO CONNECTING TO EXISTING WATER MAINS. THE CONTRACTOR SHALL DISINFECT THE NEWLY INSTALLED PIPELINE BY USE OF HTH TABLETS. TABLETS SHALL BE ATTACHED TO THE CROWN OF THE PIPE AT EACH JOINT WITH TYTON PIPE LUBRICANT, OR EQUAL, AS FOLLOWS:

Pipe Size	# of Tablets	Pipe Size	# of Tablets
4"	1	16"	8
6"	1	20"	12
8"	2	24"	18
12"	4	30"+	As approved

THE PIPELINE SHALL BE SLOWLY FILLED TO ALLOW PROPER CIRCULATION OF THE HTH AND THE SOLUTION SHALL BE ALLOWED TO STAND FOR A MINIMUM OF TWEN TY-FOUR (24) HOURS.

CONNECTION IS TO BE MADE ONLY ON APPROVAL TO THE VALLEY OF THE MOON WATER DISTRICT.

12. CONTRACTOR SHALL PROVIDE VALLEY OF THE MOON WATER DISTRICT REPRESENTATIVES WITH A VALID COPY OF A "CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PERMIT" FOR THE PROJECT.
13. CONSTRUCTION OF WATER FACILITIES SHALL BE IN COMPLIANCE WITH BASIC SEPARATION STANDARDS "CALIFORNIA WATER WORKS STANDARDS" CONTAINED IN SECTION 64630, TITLE 22, CALIFORNIA ADMINISTRATIVE CODE.
14. MINIMUM DEPTH OF COVER FROM FINISHED GRADE, EXCEPT AS NOTED ON PLANS, SHALL BE: 36" FOR 6" MAINS, 36" FOR 8" MAINS, 44" FOR 12" MAINS, AND 48" FOR 14" AND LARGER MAINS. 4" AND 10" MAINS MUST BE SPECIFICALLY APPROVED BY THE VALLEY OF THE MOON WATER DISTRICT. 6" AND 8" MAIN LINE VALVES SHALL BE RESILIENT SEAT GATE VALVES WITH TOTALLY ENCAPSULATED GATE. 12" AND LARGER MAIN LINE VALVES SHALL BE BUTTERFLY VALVES. BLOW OFF SPECIFIED ON IMPROVEMENT PLANS.
15. NO. 12 THW OR RHW SOLID COPPER WIRE SHALL BE LAID ON TOP OF AND ALONG ENTIRE LENGTH OF ALL NON METALLIC MAINS, AND SHALL BE EXTENDED TO THE SURFACE AT ALL VALVE LOCATIONS, BLOWOFFS AND METER BOXES SUFFICIENTLY FOR LOCATOR EQUIPMENT TO BE ATTACHED. WIRE TO BE AFFIXED TO TOP OF PIPE SO AS NOT TO BE DISPLACED BY BACKFILLING PROCEDURE. AFFIX THE WIRE TO THE TOP OF THE PIPE WITH DUCT TAPE AT

APPROXIMATELY 5 FEET INTERVALS. SPLICE CONNECTIONS TO BE MADE COPPER OR BRASS SPLIT BOLTS, WRAPPED WITH ELECTRICAL TAPE.

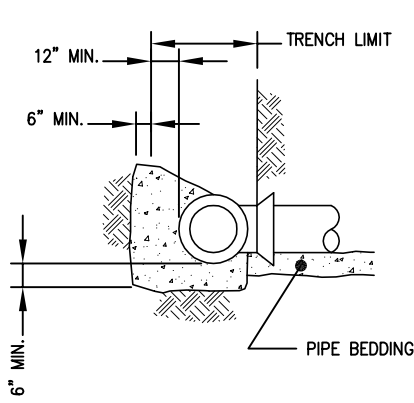
16. ALL EXPOSED BOLTS INSTALLED UNDERGROUND SHALL BE STAINLESS STEEL OR STEEL COATED WITH A FLUOROPLOYMER COATING AND HEAT TREATED (MUELLER TRIPAC 2000 BLUE COATING SYSTEM). THIS INCLUDES, BUT IS NOT LIMITED TO, FLANGE AND FLEXIBLE COUPLING BOLTS.
17. THERE SHALL BE NO UNMETERED CONNECTIONS TO THE VALLEY OF THE MOON WATER DISTRICT SYSTEM INCLUDING CONNECTIONS BYPASSING METER FOR TESTING ON-SITE PLUMBING OR FOR OBTAINING CONSTRUCTION WATER. PRESSURE TESTING AGAINST VALVES WILL ALSO NOT BE ALLOWED. WHEN A SUBDIVISION WATER MAIN HAS BEEN ACCEPTED AND TIED-IN, THE INDIVIDUAL CURB STOPS WILL BE LOCKED OFF WITH CABLE TIES. CUTTING OFF OR TAMPERING WITH THE CABLE TIES WILL CONSTITUTE A STRAIGHT TIE-IN CONNECTION. SUCH CONNECTIONS SHALL BE SEVERED BY THE DISTRICT AND WILL RESULT IN PENALTIES INCLUDING PAYMENT OF FINES AND ESTIMATED WATER USAGE FEES.
18. SERVICE LATERALS OTHER THAN THOSE SHOWN OR NOTED ON THE PLANS SHALL NOT BE INSTALLED PRIOR TO OBTAINING DISTRICT APPROVAL.
19. WATER AND SEWER SERVICE LATERALS SHALL BE SEPARATED HORIZONTALLY BY A MINIMUM OF 5 FEET.
20. METER MANIFOLDS MUST BE DETAILED AND APPROVED BY THE DISTRICT. IN GENERAL, MANIFOLDS WHERE ALL FITTINGS ARE 2" OR LESS, SHALL BE CONSTRUCTED FROM THREADED BRASS PIPE AND FITTINGS FROM THE END OF THE SERVICE LATERAL TO THE METER CONNECTION. NO PLASTIC PIPE SHALL BE USED IN CONSTRUCTION MANIFOLDS OF ANY SIZE. NO MORE THAN SIX METERS MAY BE MANIFOLDED OFF A SINGLE WATER SERVICE LATERAL, WITH NO MORE THAN 3 ON EITHER SIDE OF THE SERVICE.
21. ALL METER BOXES, VAULTS AND PITS SHALL BE BEDDED ON 3" MINIMUM THICK, 3/4" DRAIN ROCK BED AGAINST COMPACTED OR UNDISTURBED BASE. THE GRAVEL BED SHALL EXTEND TO 4" MINIMUM BEYOND ALL SIDES OF THE METER BOX. BOX SHALL BE SET FLUSH WITH TOP OF CURB, SIDEWALK OR GROUND, WHICHEVER IS APPLICABLE. LOT NUMBERS MUST BE NOTED ON TOP SIDE OF METER BOX WITH PERMANENT MARKING PEN.
22. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE DISTRICT AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THE PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DISTRICT OF THE ENGINEER.

23. TREES SHALL NOT BE REMOVED, UNLESS OTHERWISE SHOWN, WITHOUT AUTHORIZATION BY THE DISTRICT. ROOTS LARGER THAN 2 INCHES IN DIAMETER SHALL NOT BE CUT; TUNNELING UNDER LARGE ROOTS MAY BE REQUIRED. DAMAGE TO LIMBS, TRUNKS OR ROOTS SHALL BE REPAIRED BY QUALIFIED PERSONNEL.
24. WATER MAINS SHALL BE INSTALLED IN STRAIGHT ALIGNMENTS BETWEEN FITTINGS. CURVED MAINS SHALL REQUIRE PRIOR DISTRICT APPROVAL. THE RADIUS OF CURVED MAINS SHALL NOT EXCEED THE PIPE MANUFACTURER'S RECOMMENDED LIMITS. FITTING SHALL BE REQUIRED WHERE THE RADIUS EXCEEDS THE LIMITS, OR IF PRIOR DISTRICT APPROVAL FOR CURVED MAINS WAS NOT OBTAINED.

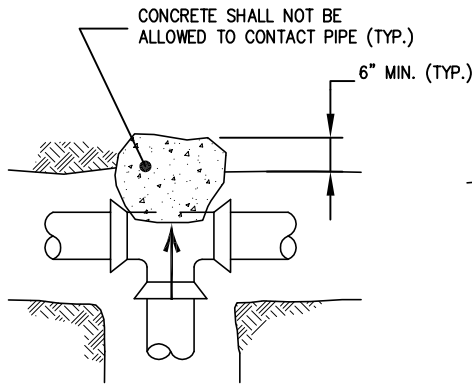
STANDARD PLANS

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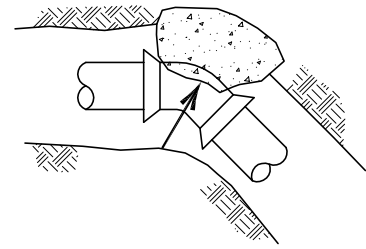
NO.	TITLE
1A	Water Service For 5/8", 3/4" And 1" Meters
1B	Water Service For 1-1/2" And 2" Meters
1C	Water Service For 3" Meter
1D	By – Pass For 3" Meter
2A	Water Valve Installation
2B	Valve Installation Details
3A	Fire Hydrant Installation
3B	Fire Hydrant Guard Post Installation
4A	Blow Off At End of Line
4B	Water Main Lowering Detail
5A	Horizontal Thrust Block Requirements
5B	Vertical Thrust Block Requirements
5C	Restrained Joint Requirements
6A	Double Check Valve (Above Grade)
6B	Double Check Valve (Below Grade)
7	Reduced Pressure Backflow Preventer
8	Redwood Enclosure
9	Fire Sprinkler Service 4" Through 8"
10	Trench Backfill And Surfacing
11A	Air Vacuum & Air Release Valve
11B	Vent Detail
12	A.V. & A.R. Valve With Blow-Off
13	Water Main Encasement
14	Multi-Service Manifold
15	Water-Sewer Main Crossing Detail



TYPICAL SECTION



TEE

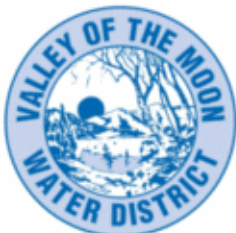


11 1/4", 22 1/2", 45°, 90°
HORIZONTAL BEND

MINIMUM THRUST BLOCK BEARING REQUIREMENTS NORMAL TO THRUST (TOTAL AREA IN SQ. FT.)					
TYPE FITTING	PIPE SIZES				
	6"	8"	10"	12"	14"
90° BEND	4	7	12	16	22
45° BEND	2	4	6	9	12
22 1/2° BEND	1	2	3	5	6
11 1/4° BEND	1	1	2	3	3
DEAD END	3	5	8	12	16
TEE	3	5	8	12	16

NOTES:

- THRUST BLOCKS FOR CONDITIONS NOT COVERED ON THIS DRAWING SHALL BE SATISFACTORY TO THE DISTRICT. THE CONTRACTOR SHALL CONSTRUCT THRUST BLOCKS AS NECESSARY TO PROVIDE SUPPORT WHILE CONNECTING TO EXISTING FACILITIES. SAND BAG FORMED PRIOR TO POURING CONCRETE.
- FOR PURPOSES OF DETERMINING THRUST BLOCK REQUIREMENTS, TEES SHALL INCLUDE TAPPING SLEEVES AND FLANGED NIPPLES OR OTHER WELDED CONNECTIONS OVER 3" IN DIAMETER TO MAIN LINE PIPE.
- THRUST BLOCKS SHALL NOT INTERFERE WITH PIPE JOINTS, BOLTS, NUTS, ETC.
- ARROWS (—>) INDICATE DIRECTION OF THRUST.
- CONCRETE SHALL BE CLASS "B" FOR ALL THRUST BLOCKS AND SUPPORTS AND SHALL BE POURED AGAINST UNDISTURBED EARTH. ALLOW WATER IN PIPE ONLY AFTER 24HRS. CURING. PRESSURE TEST ONLY AFTER 3 DAYS MOISTURE CURING.
- ALL FITTINGS SHALL BE SUPPORTED IN CONCRETE AS SHOWN IN TYPICAL SECTION.
- THE ABOVE BEARING AREAS ARE BASED ON 150 PSI TEST PRESSURE AND 2,000 PSF SOIL BEARING CAPACITY. THE DESIGN ENGINEER SHALL FURNISH BLOCKING REQUIREMENTS WHERE DESIGN CRITERIA DIFFER FROM ABOVE.
- FOR OTHER THRUST BLOCKING REQUIREMENTS REFER TO:
STD. PLAN 3A FOR FIRE HYDRANTS STD. PLAN 5B FOR VERTICAL BENDS
STD. PLAN 4A FOR BLOWOFFS
- VALVES AND FITTINGS SHALL BE TEMPORARILY SUPPORTED PRIOR TO CONSTRUCTION OF CONCRETE SUPPORTS AND THRUST BLOCKS IN A MANNER SATISFACTORY TO THE DISTRICT.
- DISTRICT MAY WAIVE THRUST BLOCK REQUIREMENTS FOR PIPE WITH RESTRAINED JOINTS. SEE STD. PLAN 5C.



NO.	REV. DATE	BY
1	OCT. 1992	JO
2	APR. 1994	JO
3	JAN. 1998	BEC
4	DEC. 2003	BEC
5	DEC. 2014	KSB

HORIZONTAL THRUST BLOCK REQUIREMENTS

APPROVED BY

David McBeth

MANAGER

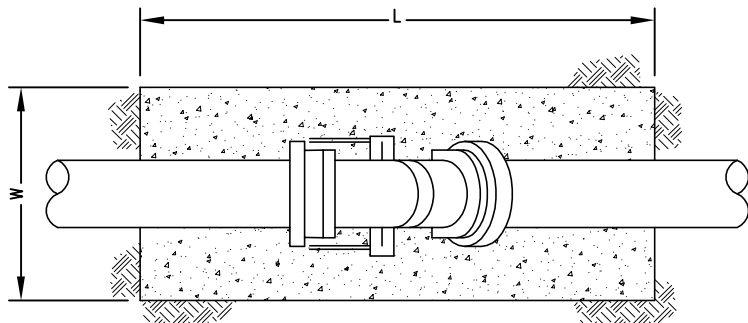
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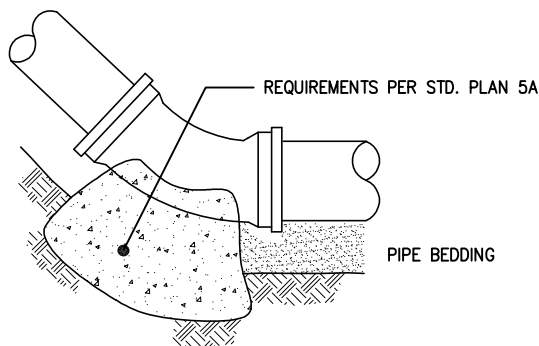
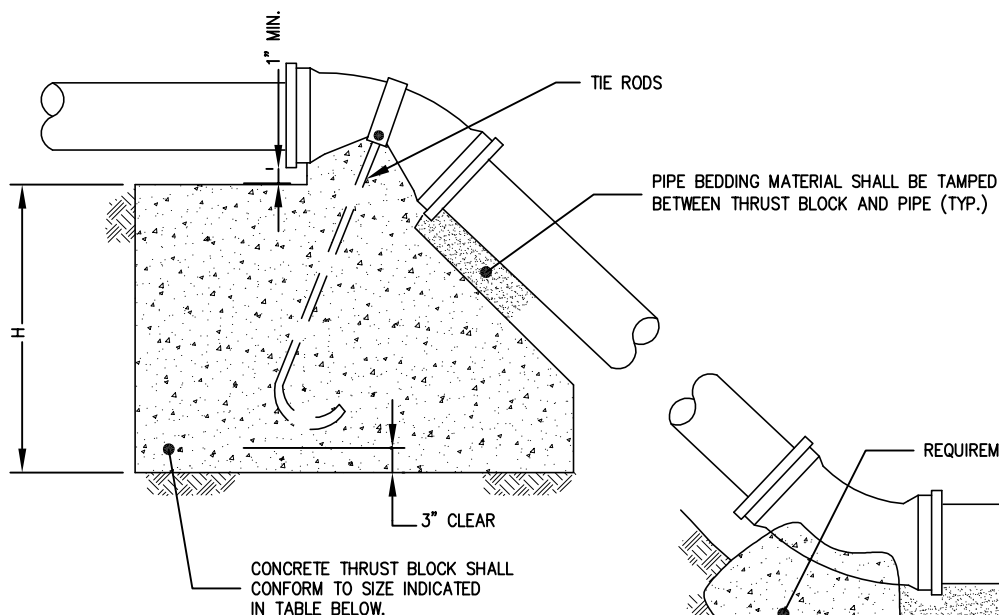
5A

NOTES:

1. CONCRETE SHALL BE CLASS "B" AND SHALL BE POURED AGAINST UNDISTURBED EARTH.
2. THIS TYPE OF VERTICAL OFFSET SHALL BE USED ONLY WHERE THERE IS A CONFLICT IN GRADE.
3. USE MECHANICAL JOINT FITTINGS WITH LOCKING RETAINER GLANDS AT ALL FITTINGS.
4. DISTRICT MAY WAIVE THRUST BLOCK REQUIREMENTS FOR PIPE WITH RESTRAINT JOINTS. SEE STD. PLAN 5C.
5. USE BLUE BOLTS FOR ALL FLANGES.



STEEL CLAMP



THRUST BLOCK DIMENSIONS											
PIPE SIZE	TIE RODS	STEEL CLAMP	11 1/2° BEND			22 1/2° BEND			45° BEND		
			L	W	H	L	W	H	L	W	H
6"	5/8"	3" X 1/4"	2'-0"	2'-0"	1'-0"	2'-0"	2'-0"	2'-0"	3'-0"	2'-0"	2'-0"
8"	3/4"	3 1/4" X 1/4"	2'-0"	2'-0"	1'-0"	3'-0"	2'-0"	2'-0"	4'-6"	2'-0"	3'-0"
10"	1"	4" X 3/8"	3'-0"	2'-0"	2'-0"	4'-0"	2'-0"	2'-0"	6'-0"	2'-0"	3'-8"
12"	1 1/4"	4" X 1/2"	3'-0"	2'-0"	2'-0"	6'-0"	2'-0"	2'-0"	7'-0"	2'-6"	4'-0"



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VERTICAL THRUST BLOCK REQUIREMENTS

APPROVED BY

Daniel McBeth

MANAGER

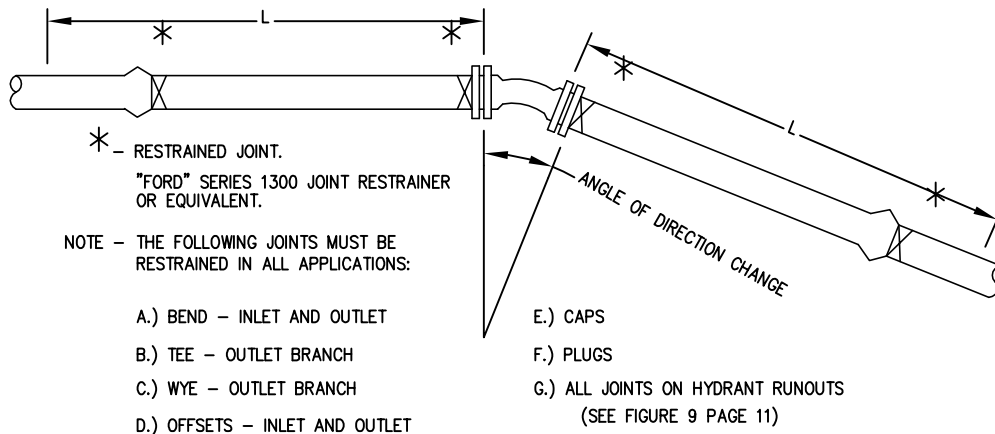
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PLAN

5B

THURST AT FITTINGS PER 150 PSI (LBS. FORCE)

NOMINAL PIPE SIZE	FITTING: 90 DEGREE ELBOW	FITTING: 45 DEGREE ELBOW	FITTING: VALVES, TEES, DEAD ENDS
2	950	520	670
3	2620	1420	1850
4	3850	2080	2720
6	7930	4290	5610
8	13640	7380	9650
10	20530	11110	14520
12	29050	15720	20550



NOM. PIPE SIZE	L - MINIMUM LENGTH TO BE RESTRAINED ON EACH SIDE OF FITTING (FT.)																			
	CLAY					COHESIVE GRANULAR MAT					SAND					SILT, MUCK, PEAT				
	ELBOWS (DEG.)				VALVES TEE DEAD ENDS	ELBOWS (DEG.)				VALVES TEE DEAD ENDS	ELBOWS (DEG.)				VALVES TEE DEAD ENDS	ELBOWS (DEG.)				VALVES TEE DEAD ENDS
	11 1/4	22 1/2	45	90		11 1/4	22 1/2	45	90		11 1/4	22 1/2	45	90		11 1/4	22 1/2	45	90	
2	1	2	3	5	4	2	3	4	7	6	2	3	5	8	6	2	4	6	11	9
3	2	2	4	8	5	3	4	5	9	7	3	4	7	10	8	3	5	8	13	10
4	2	3	5	9	6	3	5	7	11	8	3	5	8	12	9	4	6	11	17	13
6	3	4	6	13	7	4	6	9	14	10	4	6	10	15	11	4	7	13	21	15
8	3	5	7	16	8	4	7	11	19	13	4	7	13	20	14	5	10	16	26	18
10	4	6	9	19	11	5	10	15	22	15	5	9	15	25	18	6	11	20	32	22
12	4	8	11	23	13	6	11	17	26	18	6	10	17	29	21	7	14	24	39	27

VALUES FOR "L" ARE BASED ON PVC PIPE AT 150 PSI OPERATING PRESSURE WITH A 100 PSI SURGE ALLOWANCE INCLUDED.
 WHEN DEPTH OF SOIL COVER IS LESS THAN 2 FT., VALUES FOR "L" MUST BE INCREASED BY 30%.
 WHEN DEPTH OF SOIL COVER IS LESS THAN 1/2 OF PIPE OUTSIDE DIAMETER, VALUES FOR "L" MUST BE INCREASED BY 100%.
 WHEN PIPE IS PARTIALLY OR FULLY EXPOSED, ALL JOINTS MUST BE RESTRAINED.

EXAMPLE: A 12 INCH PVC PIPE BEING INSTALLED IN SANDY SOIL, ENTERS A 45 DEGREE HORIZONTAL BEND.

FROM THE CHART THE MINIMUM LENGTH (L) TO BE RESTRAINED IS 17 FEET. THEREFORE ALL JOINTS THAT FALL WITHIN 17 FEET BEFORE AND AFTER THE ELBOW MUST BE RESTRAINED. IF NO JOINTS ARE ENCOUNTERED WITHIN THIS DISTANCE, THE NEXT CLOSEST JOINT DOES NOT NECESSARILY HAVE TO BE RESTRAINED.



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1	OCT. 1992	JO
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RESTRAINED JOINT REQUIREMENTS

APPROVED BY

Daniel M. Beth
MANAGER

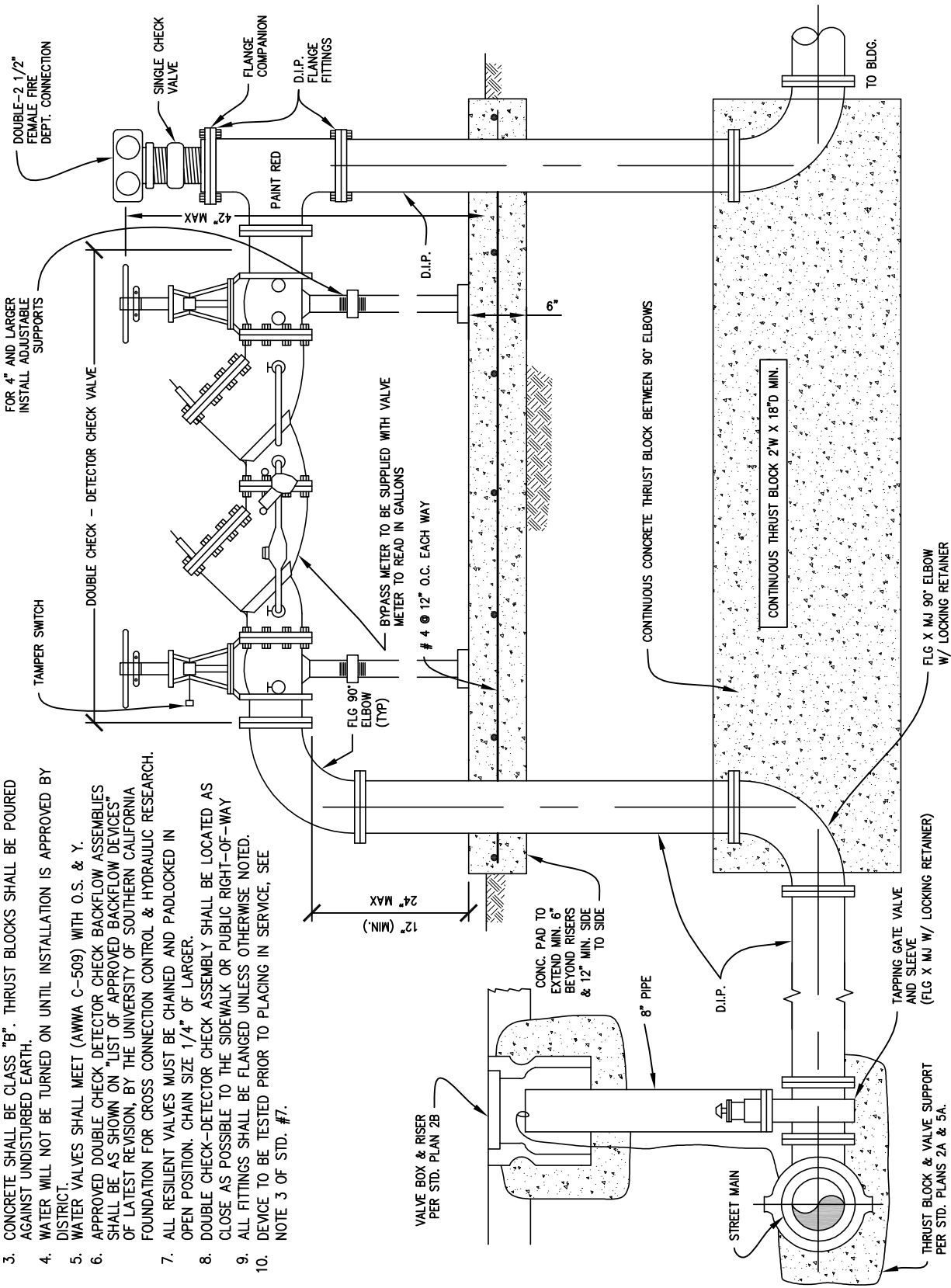
01/2015
DATE

STANDARD PLAN

5C

NOTES:

1. GATE VALVES SHALL BE OPERATED BY DISTRICT PERSONNEL ONLY.
2. BACKFILL SHALL CONFORM TO STD. PLAN 10.
3. CONCRETE SHALL BE CLASS "B". THRUST BLOCKS SHALL BE POURED AGAINST UNDISTURBED EARTH.
4. WATER WILL NOT BE TURNED ON UNTIL INSTALLATION IS APPROVED BY DISTRICT.
5. WATER VALVES SHALL MEET (AWWA C-509) WITH O.S. & Y.
6. APPROVED DOUBLE CHECK, DETECTOR CHECK BACKFLOW ASSEMBLIES SHALL BE AS SHOWN ON "LIST OF APPROVED BACKFLOW DEVICES" OF LATEST REVISION, BY THE UNIVERSITY OF SOUTHERN CALIFORNIA FOUNDATION FOR CROSS CONNECTION CONTROL & HYDRAULIC RESEARCH.
7. ALL RESILIENT VALVES MUST BE CHAINED AND PADLOCKED IN OPEN POSITION. CHAIN SIZE 1/4" OF LARGER.
8. DOUBLE CHECK-DETECTOR CHECK ASSEMBLY SHALL BE LOCATED AS CLOSE AS POSSIBLE TO THE SIDEWALK OR PUBLIC RIGHT-OF-WAY
9. ALL FITTINGS SHALL BE FLANGED UNLESS OTHERWISE NOTED.
10. DEVICE TO BE TESTED PRIOR TO PLACING IN SERVICE, SEE NOTE 3 OF STD. #7.



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4	DEC. 2003	BEC
5	DEC. 2014	KSB

FIRE SPRINKLER SERVICE 4" THROUGH 8"

APPROVED BY
David M. Keith
MANAGER

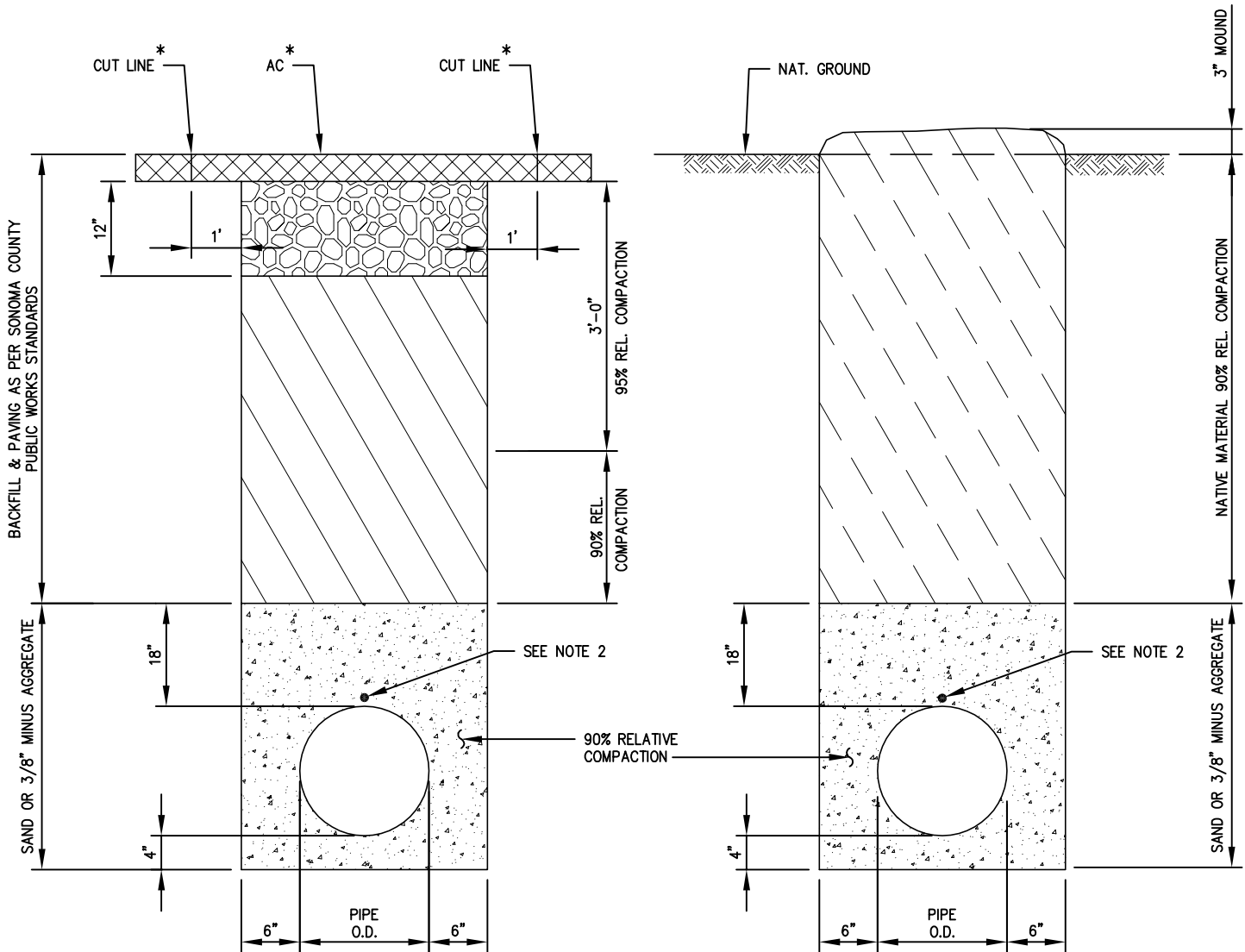
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9

ROADWAY AND SHOULDER AREAS

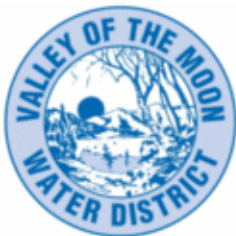
NON-ROADWAY AREAS



NOTES:

1. NATIVE MATERIAL TO BE FREE FROM VEGETABLE MATTER AND REFUSE AS ROCKS, CLODS OR RUBBLE LARGER THAN 4" IN DIAMETER.
2. NO. 12 THW OR RHW SOLID COPPER WIRE. SEE WATER MAIN CONSTRUCTION NOTE 15.

* PAVED AREAS



NO.	REV. DATE	BY
1	OCT. 1992	JO
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3	JAN. 1998	BEC
4	DEC. 2003	BEC
5	DEC. 2014	KSB

TRENCH BACKFILL AND SURFACING

APPROVED BY

David McBeth

MANAGER

01/2015
DATE

STANDARD
PLAN

10

EXHIBIT "C"

Insurance Requirements

Indemnification Language – To the extent permitted by law, Contractor shall defend, indemnify and hold harmless Valley of the Moon Water District (District), its directors, officers, employees, and authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the District, its directors, officers, employees, and authorized volunteers.

Minimum Scope and Limits of Insurance: Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **General Liability - Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** -. The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation** (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the District, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the District; this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
4. **Builder's Risk** – (Course of Construction) if necessary- insurance utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of the project and no coinsurance penalty provision. See **Responsibility of Work**
5. **Contractor's Pollution Liability** – (optional: if project involves environmental hazards) with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

EXHIBIT "C"

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the District)

Other Required Provisions – The Commercial General Liability policy and Contractors Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** The District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
2. **Primary Coverage:** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 with respect to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by the District.

The Contractor agrees and he/she will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to the District. The District reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Responsibility for Work - Until the completion and final acceptance by the District of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore, and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

The Contractor shall provide and maintain **builder's risk** (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage, or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by the District. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed by the District, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss

EXHIBIT "C"

from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the District.

Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the District. At the election of the District the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the District, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the District.

Verification of Coverage - Evidences of Insurance Contractor shall furnish the District with copies of certificates and amendatory endorsements affecting coverage required by this contract. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.

Continuation of Coverage - The Contractor shall, upon demand of the District deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against the District (if builder's risk insurance is applicable) to the District at least ten (10) days prior to the expiration date.

Sub-Contractors - In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of the District, deliver to the District copies of such policy or policies of insurance and the receipts for payment of premiums thereon.

Other Considerations/Exceptions:

If scope includes Design/Build exposures include:

Professional Liability - with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

Professional Liability may be Claims Made Policies – include the following provisions.

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant

EXHIBIT "C"

must purchase "extended reporting" coverage for a minimum of **five (5)** years after completion of contract work.

GENERAL CONDITIONS

Safety - In the performance of this contract the Contractor shall comply with all applicable federal, state, and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. Safety precautions shall include but shall not be limited to: adequate life protection and life-saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gangplanks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses (including but not limited to exposure to the *Coccidioides* fungus and Valley Fever); and adequate facilities for the proper inspection and maintenance of all safety measures

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this contract and shall be made a condition of each subcontract which the Contractor enters into pursuant to this contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under Cal/OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify the District and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in-depth. The excavation/trench safety plan shall be submitted to and accepted by the District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California-registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall

EXHIBIT "C"

the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to District before work begins.

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Oscar Madrigal, Finance Manager

SUBJECT: Monthly Financial Reports & Disbursements for March 2024

Revenue

- March's operating revenue was \$458,126, which was under budget by \$42,360 when periodized and under budget by \$193,055 when using a straight-line average. March operating revenue was \$43,033 more than last fiscal year.
- Recovery has been steady for the last few months. Through March, we are \$7,029 behind forecasted revenue figures.

Salaries

- Salaries were under budget by 8% through March. This was partially due to the first quarter's vacant Water System Operator position. Salaries are also periodized and consider employees' step increases and other earnings paid at specific times during the year.

Purchased Water

- Purchased water for March was under budget by \$100,767 when periodized.
- Water deliveries decreased in March. Well water production had a small increase while the agency-purchased water decreased.

Transfer to/from reserves

- The annual O&M allocation to CIP is \$682,323. Year to date, the District has transferred \$511,742 to CIP.
- There is no annual budgeted transfer amount from undesignated reserves to O&M this fiscal year.
- O&M is anticipated to have a budget surplus of 1.2 million at the end of the fiscal year. The surplus will help fund the next fiscal year's capital plan.
- Year to date, the O&M budget surplus is \$1,467,941.

CIP

- YTD expenditures for CIP as of March 31, 2024, are \$1,977,243. This includes \$1,088,004 in expenditures for rollover CIP projects from FY 2022/23.

Report of Investment

- The Undesignated Reserves are positive \$622,678; this includes cash outflow of grant-funded CIP projects.

- The Undesignated Reserves are positive \$997,870 when adjusted for pending grant reimbursements.

Expenses

- Expenses without purchased water were under budget by 12%. Some expense accounts are over budget due to purchasing budgeted items early in the fiscal year or other unforeseen costs. Total expenses are under budget by 6%.

Audit Update

- We continue to work with the auditors to complete the FY 2020-2021 audit. We estimate the audit report to be completed this month or in June.
- VOMWD Financing Corporation's tax return was filed in April.

Recommendation:

Receive and approve, by roll call vote, the monthly financial reports and disbursements in the amount of \$413,426.90 for the month of March.

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
MARCH 2024

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
40958	ACWA/JPIA	GROUP INSURANCES (APR)	2,934.46
40959	AFLAC	AFLAC PREMIUM (FEB)	1,296.82
40960	BAY AREA AIR QUALITY	INV#T167003 AIR QUALITY PERMIT 5/1/24-5/1/25	498.00
40961	CAL-WEST RENTALS INC.	EXCAVATOR RENTAL	793.75
40962	CERVANTES LANDSCAPE, LLC	LANDSCAPING SERVICES (FEB)	250.00
40963	CINTAS	AED LEASE AGREEMENT	230.59
40964	COMCAST	INTERNET SERVICE (MAR)	285.87
40965	CORE UTILITIES, INC.	CONSULTING SERVICES (FEB)	1,230.00
40966	DAMIEN CORDOVA	O&M CLOTHING ALLOWANCE - PANTS	250.00
40967	CREAMS TOWING INC	TOWING - 19039 BAY ST TO 3075 CORBY AVE #36	874.50
40968	EKI ENVIRONMENT & WATER	AQUIFER STORE/RECOVERY-PFAS SAMPLE; VERANO & PARK WELL ASR; WELL#11 REDRILL;CHESTNUT EXPLOR.WELL	16,667.51
40969	JON L. FOREMAN	REIMBURSEMENT - TRAVEL TO WAC/TAC MEETING	30.62
40970	FRIEDMAN'S HOME IMPROVEMENT	VEHICLE & BUILDING MTNC, PUMPING, TANK SITE SOLAR UPGRADE,PRESSURE ZONE 3D FF-PARTS & MATERIALS;	445.08
40971	GARY'S POOL SERVICE	CHLORINE 11/29/2023-02/29/24	6,669.72
40972	GRAINGER	BUILDING MTNC-PARTS AND MATERIALS; SPRAY NOZZLE	1,427.67
40973	HIRE IMAGE LLC	ANNUAL SYSTEM SECURITY FEE	99.00
40974	HONEY BUCKET NORTH BAY	TRAILER UNIT AND SERVICE 02/26/24-03/24/24	205.98
40975	INFOSEND, INC	FEBRUARY STATEMENT : BILL PROCESSING & POSTAGE	2,319.27
40976	METER, VALVE & CONTROL	METER REPLACEMENT PROGRAM - PARTS/MATERIALS	8,420.66
40977	MIKE NELES TRUCKING LLC	HAULING & DUMP FEES	1,220.00
40978	NICK BARBIERI TRUCKING, LLC	FUEL	3,189.86
40979	O'REILLY AUTO PARTS	EQUIPMENT MTNC - PARTS AND MATERIALS	55.52
40980	PARSONS LUMBER & HARDWARE	STORAGE/TANKS,WELLS,EQUIP. MTNC-PARTS & MATERIALS;SMALL TOOLS & EQUIPMENT;PROPANE	247.92
40981	PACIFIC GAS & ELECTRIC CO	UTILITIES (FEB)	17,260.68
40982	PACIFIC GAS & ELECTRIC CO	UTILITIES SADDLE ROAD (FEB)	12.59
40983	SUZANNE LARBRE	WATER PURCHASES: LARBRE WELL (FEB)	2,558.75
40984	RECOLOGY SONOMA MARIN	TRASH DISPOSAL	537.72
40985	REPUBLIC SERVICES OF SONOMA CO	YARD WASTE DISPOSAL/COMPOST	43.05
40986	SAN TIMOTEO ENERGY ASSOCIATES	ENERGY EVALUATION SERVICES	2,618.75
40987	NEW ANSWERNET, INC.	MONTHLY ANSWERING SERVICES (FEB)	128.50
40988	SONOMA CO. WATER AGENCY	WATER PURCHASES 01/31/24-02/29/24	43,688.94
40989	SONOMA MATERIALS	PRESSURE ZONE 3D FIRE FLOW & IMPROV-PRTS/MTRLS	1,090.43
40990	STATIONARY ENGINEERS, LOCAL 39	UNION DUES FOR O&M (FEB)	903.86
40991	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	285.66
40992	SOILAND CO., INC.	ROCK MATERIAL	1,534.04
40993	USA BLUEBOOK	NEW TRUCK - PARTS AND MATERIALS; SMALL TOOLS & EQUIPMENT	3,069.97
40994	VERIZON WIRELESS	CELLPHONE SERVICE 02/04/24-03/03/24	319.55
40995	WATER FARM LLC	WATER PURCHASES: CRAIG WELL (FEB)	3,478.40
40996	WHELAN, CASEY	REIMBURSEMENT-TRAINING (AWWA CCCPH WEBINAR)	50.00
40997	JOHN BOTTI	CUSTOMER REFUND	615.92
40998	MOLAVI GROUP	CUSTOMER REFUND	2,599.78
40999	MOLAVI GROUP	CUSTOMER REFUND	1,760.77
41000	MICHAEL STANFIELD	CUSTOMER REFUND	18.85
41001	AFLAC	AFLAC PREMIUM (MAR)	1,296.82
41002	ANDERSON'S TREE SERVICE	TREE REMOVAL/HAULING:CLEAN-UP 1229&1231 HEAVEN HILL	2,550.00
41003	AT&T	TELEPHONE - ADMIN OFFICE 02/22/24-03/21/24	57.15
41004	BURKE, WILLIAMS & SORENSEN, LL	ATTORNEY FEES & SDC WATER SUPPLY ASSESSMENT (FEB)	7,927.50
41005	CALTEST LABORATORY	ROUTINE WATER TESTING (FEB)	1,256.00
41006	CAL-WEST RENTALS INC.	BOOM LIFT & DUMP TRUCK RENTAL	3,848.30
41007	CINTAS	SERVICE TO REPLENISH EMERGENCY SUPPLIES	101.09
41008	CORBIN WILLITS SYSTEMS, INC.	MONTHLY ACCOUNTING & BILLING SOFTWARE (APR)	974.87
41009	EKI ENVIRONMENT & WATER	ALTIMIRA FIRE FLOW 2/1-2/29/24 & PREP LAFCO ANNEXATION FOR SDC	3,438.50
41010	GRAINGER	WELLS - PARTS AND MATERIALS	3,826.97
41011	SECURITAS TECHNOLOGY CORPORATION	SERVICE CALL; MONITORING & MTNC CHARGES 04/01/24-09/30/24	2,452.57
41012	INFOSEND, INC	WSM JOB BROCHURES	4,888.79
41013	ITRON, INC.	TEMETRA PORTAL 5001-10000 ENDPOINTS SUB	12,360.00
41014	JD STRAND TRUCKING, INC.	HAULING SERVICES	882.00
41015	KEVIN LOPEZ	D2 LICENSE FEE REIMBURSEMENT	110.00
41016	NICK BARBIERI TRUCKING, LLC	FUEL	2,138.25
41017	DOMINIC ORTEGA	O&M CLOTHING ALLOWANCE - BOOTS & PANTS FY 23-24	478.30
41018	PACE SUPPLY CORP.	EMERGENCY PREPAREDNESS, PRESS. ZONE 3D FF-PARTS & MATERIALS, SMALL TOOLS & EQUIP. INVENTORY SUPPLIES	14,190.06
41019	PLATT ELECTRIC SUPPLY	TANK SITE SOLAR UPGRADE & WELLS - PARTS AND MATERIALS	358.42
41020	SMILE BUSINESS PRODUCTS	MONTHLY PRINTER LEASE 03/10/24-04/09/24	36.31
41021	NAPA AUTO PARTS	VEHICLE MTNC, PRESS. ZONE 3D FF - PARTS AND MATERIALS; EQUIP. MTNC/REPAIRS; DEGREASER	354.67
41022	SONOMA PAINT CENTER	GLOVES	74.10
41023	SONOMA VALLEY PEST CONT.	OUTSIDE SERVICES - PEST CONTROL	105.00
41024	COUNTY OF SONOMA/PERMIT &	FACILITY ID: 49-000-001299	1,253.89
41025	SONOMA MATERIALS	SLURRY MIX	184.45
41026	STANDARD INSURANCE CO.	GROUP INSURANCES LTD (MAR)	338.82
41027	STATIONARY ENGINEERS, LOCAL 39	UNION DUES FOR O&M (MAR)	903.86

VALLEY OF THE MOON WATER DISTRICT
Monthly Financial Disbursements
MARCH 2024

CK #	Vendor Name	Invoice Description	Amount
41028	SOILAND CO., INC.	ROCK MATERIAL	945.40
41029	UNITED RENTALS (NORTH AMERICA)	ROAD PLATE & LIFTING RING SWIVEL	6,921.32
41030	U.S. BANK EQUIPMENT FINANCE	EQUIPMENT REPLACEMENT - SHARP COPIER	104.42
41031	VERIZON WIRELESS	MACHINE TO MACHINE 02/13/24-03/12/24	192.52
ACH	CALIFORNIA EMPLOYMENT DEVELOPMENT	STATE PAYROLL TAXES 03/07/24	3,450.06
ACH	CALIFORNIA EMPLOYMENT DEVELOPMENT	STATE PAYROLL TAXES 03/21/24	3,520.63
ACH	EFTPS FEDERAL TAX WITHHOLDING	FEDERAL PAYROLL TAXES 03/07/24	16,941.01
ACH	EFTPS FEDERAL TAX WITHHOLDING	FEDERAL PAYROLL TAXES 03/21/24	17,298.06
ACH	EXPERTPAY.COM	PERSONNEL-RELATED DISBURSEMENT PAYROLL 03/07/24 AND PAYMENT FEE	541.50
ACH	EXPERTPAY.COM	PERSONNEL-RELATED DISBURSEMENT PAYROLL 03/21/24 AND PAYMENT FEE	541.50
ACH	FIRST BANKCARD CENTER	TESTING BAFFLES (PED WELL);MICROSOFT SUBSCRIPTION 09/28/23-01/27/24	3,502.72
ACH	PAYMENTUS CORPORATION	TRANSACTION FEES FOR MAR 2024	972.60
ACH	PERS	CLASSIC RETIREMENT CONTRIBUTION PAYROLL 03/07/24	2,847.51
ACH	PERS	CLASSIC RETIREMENT CONTRIBUTION PAYROLL 03/21/24	2,847.51
ACH	PERS	DEFERRED COMP CONTRIBUTION PAYROLL 03/07/24	1,800.00
ACH	PERS	DEFERRED COMP CONTRIBUTION PAYROLL 03/21/24	1,800.00
ACH	PERS	HEALTH INSURANCE PREMIUM (MAR)	31,493.18
ACH	PERS	PEPRA RETIREMENT CONTRIBUTION PAYROLL 03/07/24	8,132.80
ACH	PERS	PEPRA RETIREMENT CONTRIBUTION PAYROLL 03/21/24	8,158.60
ACH	RETIREEES	RETIREEES BENEFITS (MAR)	1,981.89
ACH	VALIC	401A CONTRIBUTION PAYROLL 03/07/24	250.00
ACH	VALIC	401A CONTRIBUTION PAYROLL 03/21/24	250.00
ACH	VALIC	DEFERRED COMP CONTRIBUTION PAYROLL 03/07/24	700.00
ACH	VALIC	DEFERRED COMP CONTRIBUTION PAYROLL 03/21/24	700.00
ACH	WESTAMERICA BANK	PRTS/MTRLS;SMALL TOOLS;EMERGENCY PREP; BUILDING MTNC; WINDSHIELD;TRAINING;OFFICE SUBS,ACWA CONF	9,445.07
ACH	WESTAMERICA BANK	BANK CHARGES (FEB 2024)	519.64

Net Payroll (After Deductions) 88,963.26

BOARD PRESIDENT

413,426.90

GENERAL MANAGER

Board of Directors
March Disbursement

	Pay Date	Bryant	Foreman	Caniglia	Rogers	Yudin-Cowan
Regular Board Meeting 03/12/24	3/21/2024	216.00	216.00	216.00	216.00	
WAC/TAC Meeting 03/04/24	3/21/2024		216.00			
<hr/>						
Total		216.00	432.00	216.00	216.00	0.00

VALLEY OF THE MOON WATER DISTRICT
 MONTHLY REVENUE AND EXPENSE COMPARISON
 PERIOD ENDING MARCH 31, 2024

25% 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 2023-2024
	21-22	22-23	23-24	MARCH	MARCH	MARCH	07/23-06/24	07/23-06/24	07/23-06/24	23-24	23-24	
Revenues												
Interest Income	\$ 19,274	\$ 71,846	\$ 50,000	\$ 4,167	3,918	(249)	\$ 37,500	\$ 136,052	\$ 98,552	\$ (86,052)	-172%	Interest yield higher than projected
Gain on Sale of Assets	-	-	-	\$ -	-	-	\$ -	\$ -	\$ -	-	-	-
Operating Revenue	6,525,838	6,362,546	7,814,166	\$ 500,486	458,126	(42,360)	\$ 5,828,381	5,821,352	\$ (7,029)	1,992,814	26%	
Backflow Testing Revenue	21,357	45,681	53,821	\$ 4,485	2,192	(2,293)	\$ 40,366	33,015	\$ (7,351)	20,806	39%	This account offsets the backflow outside service expense account
Customer Penalties & Fees	38,091	63,987	23,211	\$ 1,934	4,404	2,470	\$ 17,408	48,244	\$ 30,836	(25,033)	-108%	
Misc. Income	80,673	31,884	12,000	\$ 1,000	403	(597)	\$ 9,000	124,901	\$ 115,901	(112,901)	-941%	Prop 1
Leak Adjustments	(4,287)	(8,393)	(9,613)	\$ (616)	(174)	441	\$ (7,170)	(5,541)	\$ 1,629	(4,072)	42%	
Total Revenue	6,680,946	6,567,551	7,943,586	511,456	468,869	(42,587)	5,925,485	6,158,023	232,538	1,785,563	22%	
Expenses												
Salaries:												
O&M - Operating Wages	900,786	962,035	1,156,283	\$ 86,421	81,372	(5,049)	\$ 823,444	720,354	(103,090)	435,929	38%	
Stand-By	33,313	32,103	32,098	\$ 2,675	2,478	(197)	\$ 24,073	23,550	(523)	8,548	27%	
Net O&M Operating Wages	934,099	994,138	1,188,380	89,096	83,850	(5,246)	847,517	743,904	(103,613)	444,476	37%	
Administration	543,911	613,051	688,660	52,212	53,669	1,457	\$ 503,485	515,758	12,273	172,902	25%	
Temporary Employees	-	-	-	-	-	-	\$ -	-	-	-	-	
Total Salaries	1,478,010	1,607,189	1,877,041	141,307	137,519	(3,788)	1,351,002	1,259,662	(91,340)	617,379	33%	
Weighted Wages Transferred to Capital Projects	(553,515)	(601,892)	(469,260)	(35,073)	(34,380)	693	\$ (334,183)	(314,916)	19,267	(154,345)	33%	
Net Operating Wages	924,495	1,005,297	1,407,781	106,235	103,140	(3,095)	1,016,820	944,747	(72,073)	463,034	33%	Net Wages used to calculate Net Position

VALLEY OF THE MOON WATER DISTRICT
MONTHLY REVENUE AND EXPENSE COMPARISON
PERIOD ENDING MARCH 31, 2024

25% 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 2023-2024
	21-22	22-23	23-24	MARCH	MARCH	MARCH	07/23-06/24	07/23-06/24	07/23-06/24	23-24	23-24	
Benefits:												
O&M - Operating & Maintenance	173,563	195,575	226,708	18,892	20,714	1,822	\$ 170,031	170,624	593	56,084	25%	
Administration	102,724	122,828	128,668	10,722	10,477	(245)	\$ 96,501	94,307	(2,194)	34,361	27%	
Retirees	66,250	62,324	66,702	5,558	3,974	(1,584)	\$ 50,026	37,217	(12,809)	29,485	44%	
Total Benefits	342,537	380,727	422,078	35,173	35,165	(8)	316,558	302,148	(14,410)	119,930	28%	
Mandatory Costs												
Workers Comp:												
Operating & Maintenance	39,666	50,657	55,671	4,639	11,921	7,282	\$ 41,753	35,525	(6,228)	20,146	36%	
Acct/Administration	6,318	6,814	7,519	627	1,703	1,076	\$ 5,639	5,353	(286)	2,166	29%	
FICA/Medicare:												
Operating & Maintenance	71,069	76,190	86,354	7,196	6,284	(912)	\$ 64,765	56,562	(8,203)	29,792	34%	
Administration	37,152	41,731	50,662	4,222	3,817	(405)	\$ 37,996	34,633	(3,363)	16,029	32%	
District Portion/Retirement:												
Operating & Maintenance	82,289	88,765	100,007	8,334	7,691	(643)	\$ 75,005	69,324	(5,681)	30,683	31%	
Administration	59,223	65,275	77,033	6,419	5,988	(431)	\$ 57,775	56,265	(1,510)	20,768	27%	
CalPERS Accrued Liability	217,969	241,836	235,000	19,583	19,153	(430)	\$ 176,250	172,375	(3,875)	62,625	27%	
Total Mandatory Costs	513,686	571,268	612,245	51,020	56,557	5,536	459,184	430,037	(29,146)	182,207	30%	
Travel & Training												
Operating & Maintenance	3,924	4,066	8,466	705	160	(545)	\$ 6,349	5,608	(741)	2,858	34%	Bloodborne pathogens course
Administration	4,041	3,547	12,768	1,064	135	(929)	\$ 9,576	5,780	(3,796)	6,988	55%	
Total Travel & Training	7,965	7,613	21,234	1,769	295	(1,474)	15,925	11,388	(4,537)	9,846	46%	
Board of Directors:												
Meeting Compensation	17,269	19,235	33,580	2,798	1,163	(1,635)	\$ 25,185	10,463	(14,722)	23,117	69%	
Travel & Training	4,045	3,334	9,363	780	43	(737)	\$ 7,022	1,111	(5,911)	8,252	88%	
Total Board Expenses	\$ 21,314	\$ 22,569	\$ 42,943	\$ 3,579	1,206	(2,373)	32,207	11,574	(20,633)	31,369	73%	
Purchased Water												
Purchased Water	\$ 2,051,745	\$ 1,900,631	\$ 2,279,970	146,029	45,262	(100,767)	\$ 1,700,570	1,695,971	(4,599)	583,999	26%	
GSA Fee	25,000	7,393	15,000	1,250	619	(631)	\$ 11,250	5,568	(5,682)	9,432	63%	
Total Purchased Water	\$ 2,076,745	\$ 1,908,024	\$ 2,294,970	\$ 147,279	\$ 45,881	\$ (101,398)	\$ 1,711,820	\$ 1,701,539	\$ (10,281)	\$ 593,431	26%	

VALLEY OF THE MOON WATER DISTRICT
 REPORT OF INVESTMENTS AND RESERVES
 For the Month Ended March 2024

Start of Fiscal Year

	LAIF	\$	3,186,228
	SCIP		623,332
Westamerica Bank Checking/Petty Cash			518,516
	TVI		511,592
Total Beginning Cash	\$		<u>4,839,668</u>

<u>Year To Date</u>	<u>Average Rate of Interest</u>			
	LAIF	\$	1,725,193	4.232%
	SCIP		126,753	3.114%
	TVI		2,060,141	5.080%
Westamerica Bank Checking/Petty Cash			917,979	
Total ending Cash	\$		<u>4,830,066</u>	

	Outstanding Payments	\$	(81,854)
	Adjusted Cash/Investment Balance		<u>4,748,212</u>
<hr/>			
(1) Board Designated Reserves (Board Approved with 23/24 Budget)			
(a) Operations & Maintenance Reserve (3 Months Operations)			(1,509,932)
(b) Rate Stabilization Reserve			(642,828)
(c) Capital Improvement Program			(870,000)
Total Board Designated Reserves			<u>(3,022,760)</u>
Remaining Cash/Investment Balance	\$		1,725,452
<hr/>			
Previous Capacity Fees Balance			(1,300,015)
(2) Year To Date Capacity Fees Collected FY 23/24			(125,007)
Capacity Fees to CIP FY 23/24			1,200,000
Total Capacity Fees Restricted Funds			<u>(225,022)</u>
<hr/>			
(3) FY 2023-2024 Board Approved Capital Projects			(1,874,494)
Year to Date Capital Project Disbursements			889,239
Remaining Transfer of Current Year Revenues to Capital Project Fund			468,624
Rollover Projects FY22-23			(1,449,124)
Year to Date Rollover Projects Disbursements			1,088,004
YTD Capital Project Unexpended funds			<u>(877,752)</u>
<hr/>			
Undesignated Reserves- funding for remaining 5-Year Capital Plan	\$		622,678
<hr/>			
Pending Grant Expense Reimbursements	\$		375,192
Adjusted Undesignated Reserves	\$		<u>997,870</u>
<hr/>			
Remaining 5-Year Capital Plan	\$		<u>9,766,631</u>

Project #	Project	Improvement Description	CIP Roll Over	Current CIP Budget	Total CIP Budget	Current Month - MAR	YTD Expenditures	Budget Remaining	% Remaining
			2022/23	2023/24	2023/24				
Facilities and Maintenance Projects									
CIP-3006	Install EV Plugs and Solar on Office/Shop	Solar on shop, office, and shade structure. Install EV plugs in yard and office parking for District EVs	127,979		127,979	-	97,979	30,000	23%
CIP-3013	Replace #32 & #33 with F250 or F350 utility body trucks	These two vehicles were purchased at the same time about 20 years ago and have higher mileage. Replacement is needed to maintain fleet reliability.	23,718	-	23,718	3,156	19,187	4,531	19%
CIP-3015	Caltrans Project on Hwy 12	Work done by Caltrans affecting District facilities.	50,000	-	50,000	-	-	50,000	100%
CIP-5107	County of Sonoma Paving Projects requiring adjustments and or relocation of District facilities	Work done by the County of Sonoma affecting District facilities on Cherry Avenue and Riverside Drive.	-	78,327	78,327	-	-	78,327	100%
CIP-6001	New Services	Customer pays 100%.	-	-	-	3,170	36,565		
CIP-6004	All Service Replacements	All service replacements combined.	-	38,076	38,076	10,565	58,061	(19,986)	-52%
CIP-8100	Valve Replacement Program	Valve replacement for system reliability and control.	-	31,484	31,484	-	4,069	27,415	87%
CIP-9300	Meter Replacement Program	Part "roll-over" moving to supported software and shifting from a physical server to cloud based. Remainder is to buy and install one new AMI collector for better system backhaul. The AMI meters will need to be replaced beginning year 7 to stay ahead of battery life expectancy	8,909	16,318	25,227	9,438	12,778	12,449	49%
CIP-3017	Installation of generator at Donald Booster	Using a generator purchased in previous fiscal year. Installation cost only.	6,623		6,623	-	3,855	2,768	42%
CIP-3047	Seismic Vulnerability Assessment (LHMP)	From LHMP. FY1: application for grant funding FY2: carry out assessment. 25% district match. Outsource grant management.	-	21,758	21,758	-	-	21,758	100%
CIP-3050	Lead Service Line Inventory	LCRR - Required by federal EPA.	-	195,818	195,818	-	32,726	163,092	83%
CIP-3051	Emergency Preparedness	Update parts and repair clamps in the emergency trailer. Provide MREs and emergency response PPE to ensure system reliability in the days following a major disaster.	-	32,636	32,636	4,297	5,496	27,141	83%
CIP-3045	Energy Consumption Evaluation	Engineering level energy evaluation. May result in additional CIP recommendations that will help reduce overall power consumption saving the District money and reducing greenhouse gas emissions.	-	32,636	32,636	-	36,452	(3,815)	-12%
Total Facilities and Maintenance Projects			217,229	447,054	664,282	30,626	307,167	357,115	54%

Project #	Project	Improvement Description	CIP Roll Over	Current CIP Budget	Total CIP Budget	Current Month - MAR	YTD Expenditures	Budget Remaining	% Remaining
			2022/23	2023/24	2023/24				
Pipeline Projects									
CIP-2996	WMP: P-2. Glen Ellen Transmission and Fire Flow Improvement	Replace existing 6-inch and 8-inch steel and ACP water mains with new 10-inch and 12-inch PVC water mains, replace existing service connections, and replace existing fire hydrants. RFP sent 03/2020. Engineering 07/2020, Construction to begin Spring 2021.	164,916	-	164,916	(921)	468,949	(304,033)	-184%
CIP-3021	WMP: P-5A. Pressure Zone 3D Fire Flow Improvement	Replace existing 4-inch ACP, PVC, and DIP water mains with new 8-inch PVC throughout PZ-3D, replace eight existing service connections, and replace one existing fire hydrants. Model 1800 Convevor included.	-	565,697	565,697	42,493	282,516	283,180	50%
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.	-	191,467	191,467	2,230	25,973	165,494	86%
Total Pipeline Projects			164,916	757,163	922,079	43,801	777,438	144,641	16%

Project #	Project	Improvement Description	CIP Roll Over	Current CIP Budget	Total CIP Budget	Current Month - MAR	YTD Expenditures	Budget Remaining	% Remaining	
			2022/23	2023/24	2023/24					
Wells, Pumping, & Supply										
CIP-2987	Chestnut Exploratory Well	Develop a minimum 100gpm District owned Well.	197,920	501,656	699,576	474	534,539	165,038	24%	
CIP-2989	Redrill Park	Drilled next to & operated with existing well. Develop a minimum 100gpm District owned Well.	869,059	-	869,059	474	291,206	577,853	66%	
CIP-3026	VFDs on all well pumps	Install VFDs at AC and Donald	-	32,636	32,636	-	-	32,636	100%	
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.)	-	54,394	54,394	-	1,438	52,956	97%	
Total Wells			1,066,979	588,687	1,655,666	949	827,182	828,484	50%	
Tanks										
CIP-3032	Tank Site Solar upgrade	Right size the solar equipment and use industry standard batteries and enclosures. Engineered by professional and installed by VOMWD staff.	-	81,591	81,591	248	65,456	16,135	20%	
Total Tanks			-	81,591	81,591	248	65,456	16,135	20%	
			Total	FY 22-23	FY 23-24	FY 23-24	Current Month - MAR	YTD Expenditures	Budget Remaining	% Remaining
Total Water System Improvements:			\$ 1,449,124	\$ 1,874,494	\$ 3,323,618	\$ 75,624	\$ 1,977,243	\$ 1,346,375	41%	
ASR Projects										
CIP-3038	Park Well ASR	Grant Funded Projects	-	-	-	5,985	27,024	-	-	
CIP-3039	Verano Well ASR	Grant Funded Projects	-	-	-	5,985	348,167	-	-	
Total ASR Projects			-	-	-	11,970	375,192	-	-	

**MONTHLY REVENUE AND EXPENSE COMPARISON
PERIOD ENDING MARCH 31 2024**

Current Month Actual Project To Date Actual

PARK WELL ASR - CIP 3038

Mar-24

Jun 2022 - Mar 2024

Notes

Revenues

Grant Revenue	-	767,873
Total Revenue	-	767,873

Expenses

Salaries:

O&M - Operating Wages	-	2,908
Administration	-	1,867
Total Salaries	-	4,774

Services & Supplies

Services & Supplies	5,985	790,124
Total Services & Supplies	5,985	790,124
Total Expenses	5,985	794,898
Revenues Less Expenses	(5,985)	(27,024)

**MONTHLY REVENUE AND EXPENSE COMPARISON
PERIOD ENDING MARCH 31, 2024**

Current Month Actual Project To Date Actual

VERANO WELL ASR - CIP 3039

Mar-24

Jun 2022 - Mar 2024

Notes

Revenues

Grant Revenue	-	71,140
Total Revenue	-	71,140

Expenses

Salaries:

O&M - Operating Wages	-	1,696
Administration	-	3,946
Total Salaries	-	5,642

Services & Supplies

Services & Supplies	5,985	413,665
Total Services & Supplies	5,985	413,665
Total Expenses	5,985	419,307
Revenues Less Expenses	(5,985)	(348,167)

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Amanda Hudson, Administration Manager

SUBJECT: Administrative Report

Delinquent Payments & Shut off for Non-pay

- Currently, four (4) customers are on deferred payment plans as of May 2, 2024. This is the same amount that was reported last month.
- There were 19 shut-offs for non-payment in April; three (3) more than last month.

CA Low Income Household Water Assistance Program (LIHWAP) Additional Payment

- \$198.23 will be distributed toward previously approved customers' accounts
- The District has 11 customers who will receive this additional payment
- The check is expected in 3-4 weeks from April 25, 2024

WaterSmart Forum

I attended a California WaterSmart Client Forum in South Tahoe at the end of April. The following are topics that were covered:

- Categorizing Commercial, Industrial, and Institutional (CII) accounts as part of the Making Conservation a Way of Life Framework
- Some water providers only permit leak adjustments to customers with WaterSmart registration
- Ways to engage customers and get them to register (the District is currently at 58.4% registration rate)
 - Printed leak alerts
 - Call to action for unregistered accounts (when we have their email)
- Updates that are coming include:
 - Customizable alerts
 - Repeat leak alert feature

FEMA

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

- All information requested by CalOES for the Saddle Tank project has been submitted.
- Our CalOES Closeout Specialist believes our package has moved on from CalOES to FEMA
- Our Closeout Specialist confirmed on March 28th that he has heard nothing from FEMA. This may actually be good news meaning that nothing has been kicked back and they are reviewing it. The next check-in date is at the end of June.

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

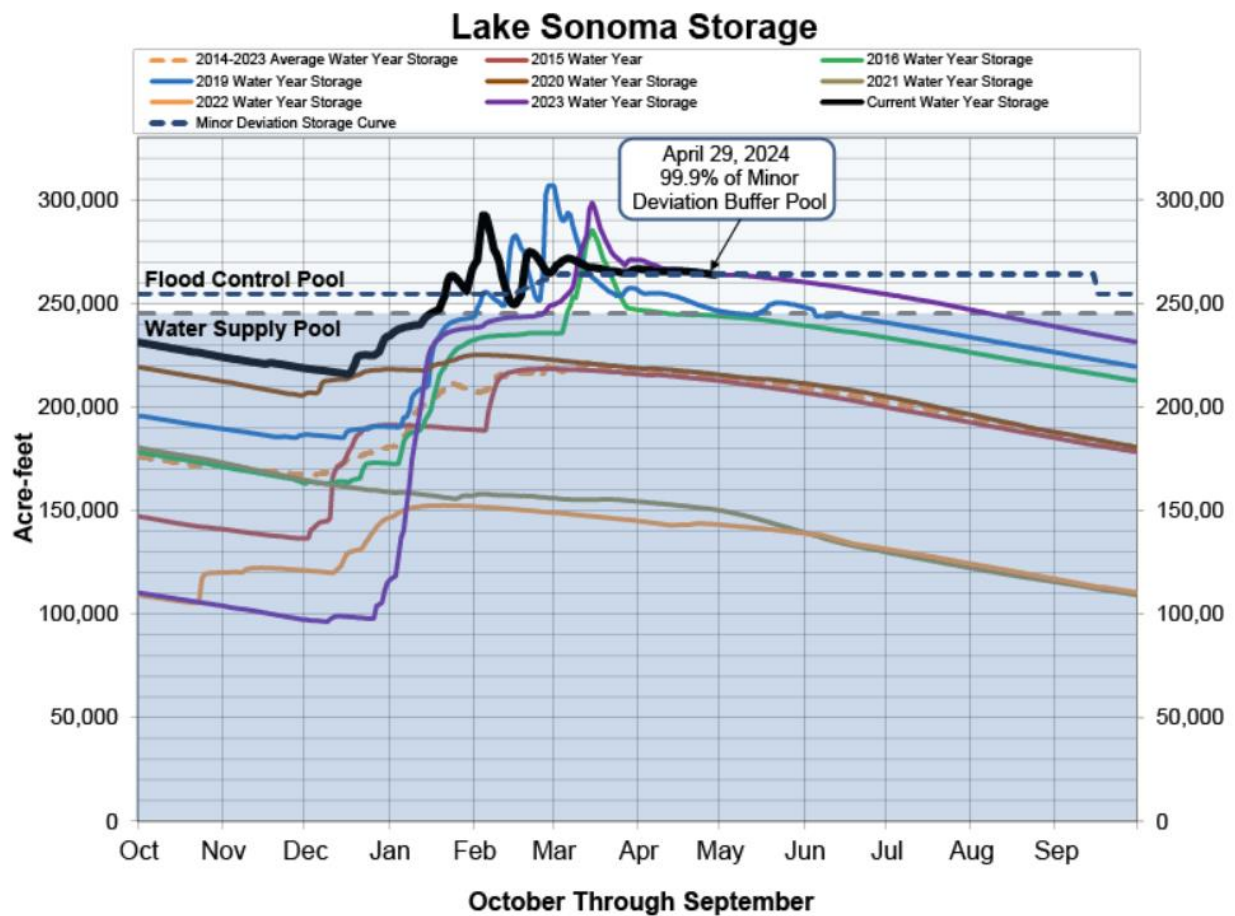
FROM: Brian Larson, Water System Manager

SUBJECT: Water Supply & Water Source Update

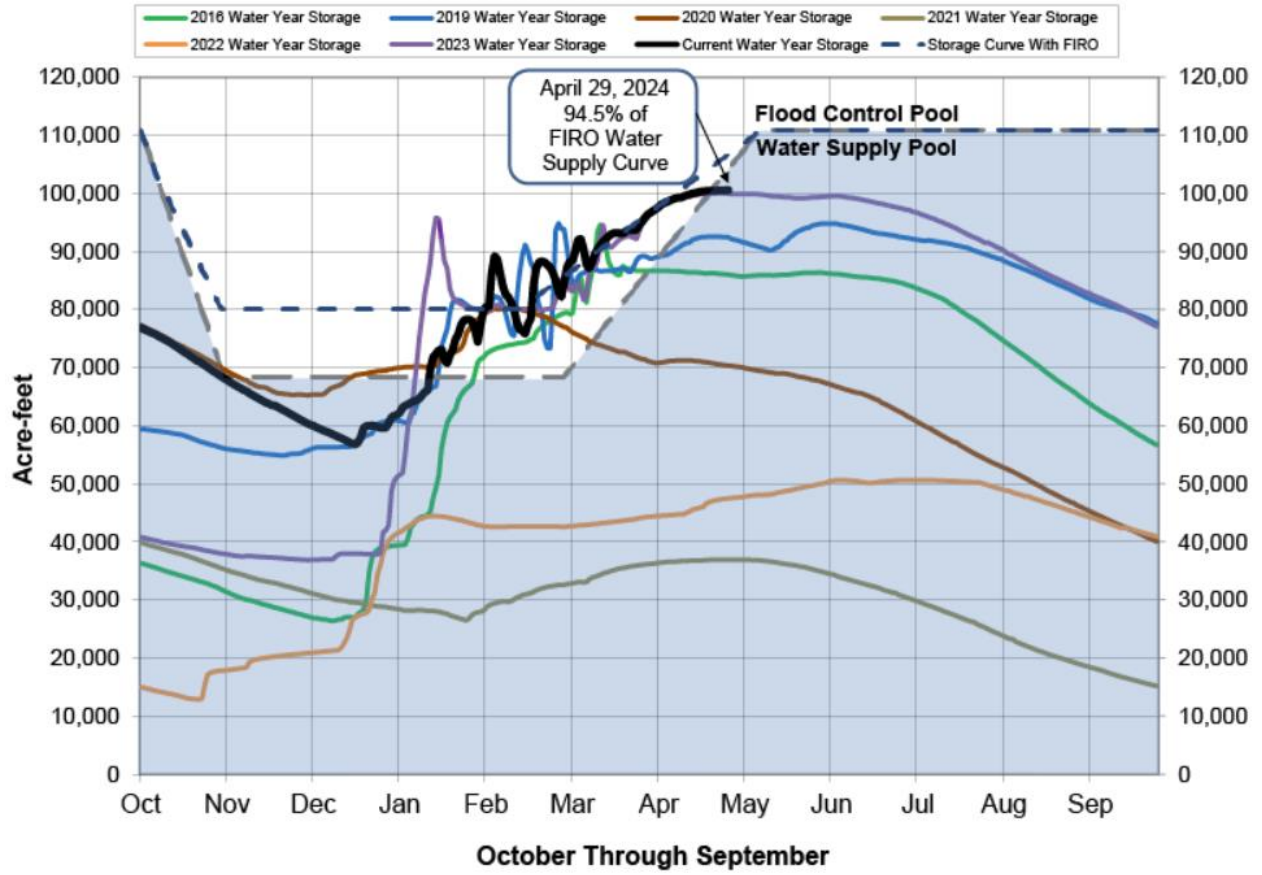
Water source report:

The wells produced over 72% of the District’s overall demand for March.

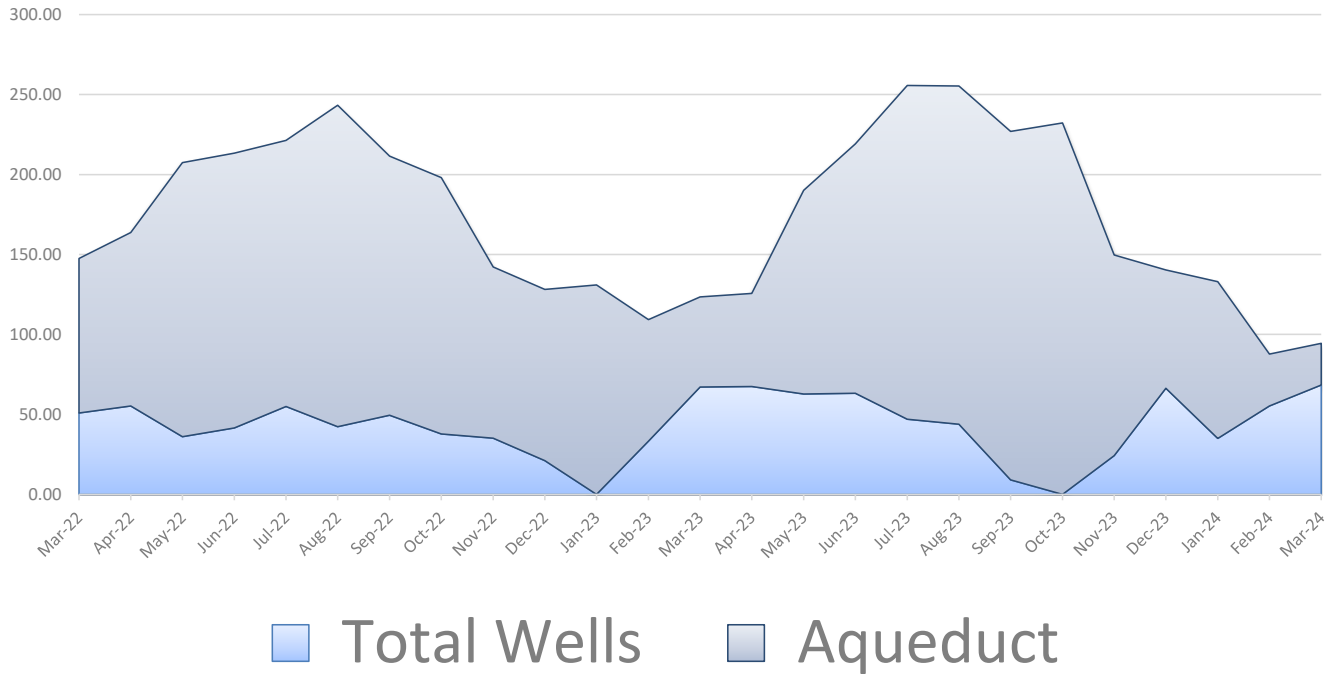
Lake Sonoma was 99.9% of the minor deviation buffer pool, and Lake Mendocino was 94.5% (FIRO) of the Target Curve as of April 29, 2024.



Lake Mendocino Storage

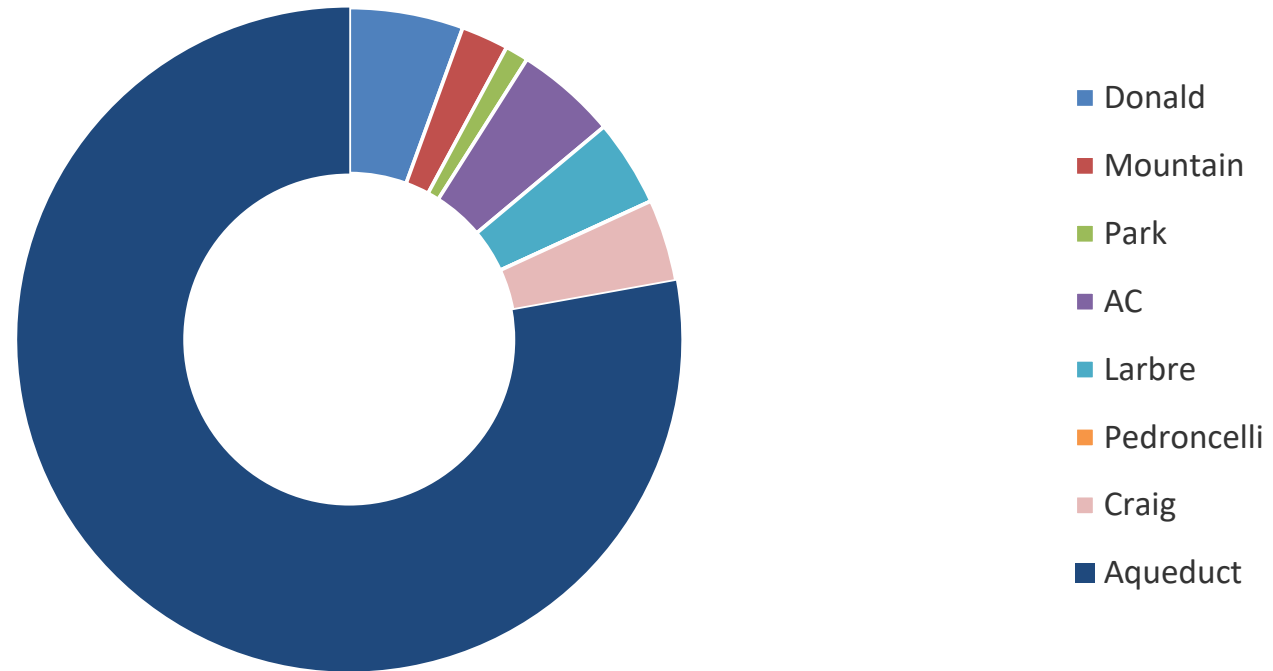


Water Supply Sources - Valley of the Moon Water District Acre Feet Per Month



Month	Donald	Mt Ave	Park Ave	Agua Cal	Larbre	Pedroncelli	Craig	Aqueduct	Total Wells	Wells %	Total AF Produced	Total AF Deliveries
Mar-22	12.16	6.86	9.48	8.53	13.89			96.54	50.92	34.53%	147.46	127.09
Apr-22	15.24	3.06	7.71	13.90	15.29			108.54	55.20	33.71%	163.74	162.19
May-22	11.97	1.24	0.00	10.21	12.67			171.28	36.09	17.40%	207.37	147.34
Jun-22	12.00	4.39	0.00	11.73	13.39			171.77	41.51	19.46%	213.28	194.74
Jul-22	14.57	7.90	2.26	13.95	16.32			166.28	55.00	24.85%	221.27	192.42
Aug-22	11.21	5.67	4.65	9.94	10.87			200.95	42.33	17.40%	243.28	228.25
Sep-22	13.74	2.48	6.06	13.31	13.93			162.02	49.51	23.41%	211.53	203.41
Oct-22	10.71	0.00	4.78	9.88	4.77	0.02	7.58	160.39	37.73	19.04%	198.12	215.41
Nov-22	9.72	0.00	3.97	8.53	9.44	0.00	3.51	107.02	35.16	24.73%	142.19	149.59
Dec-22	5.89	0.00	2.47	5.77	5.56	0.00	1.37	107.10	21.05	16.43%	128.15	148.32
Jan-23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	130.94	0.00	0.00%	130.94	114.47
Feb-23	8.75	3.14	1.36	7.33	7.48	0.00	5.22	76.00	33.28	30.45%	109.28	101.69
Mar-23	14.89	8.92	6.51	9.68	15.46	0.00	11.64	56.32	67.10	54.37%	123.41	107.96
Apr-23	13.76	7.43	5.10	13.73	13.34	0.00	14.15	58.18	67.52	53.72%	125.69	108.20
May-23	13.87	7.11	0.00	13.64	14.22	0.00	13.97	127.30	62.82	33.04%	190.11	120.92
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
FY to date (Acre Feet)	87.55	36.32	17.85	77.59	66.59	-	63.30	1,226.12	349.19	22.17%	1,575.31	1,574.40

Water Production



Actual Month	Wells							Total	Aqueduct	Total	Wells %	Aqueduct flow rate*
	Donald	Mountain	Park	AC	Larbre	Pedroncelli	Craig					
Jul-23	13.62	3.25	0.00	12.33	10.66	0.00	7.14	47	208.67	256	18%	2.19
Aug-23	13.33	7.69	0.00	9.59	4.31	0.00	8.99	44	211.39	255	17%	2.22
Sep-23	2.92	1.72	0.00	2.36	0.00	0.00	2.02	9	217.91	227	4%	2.37
Oct-23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	232.29	232	0%	2.44
Nov-23	7.06	2.54	0.00	6.21	3.43	0.00	4.98	24	125.39	150	16%	1.36
Dec-23	17.11	7.73	1.70	14.38	15.12	0.00	10.25	66	74.10	140	47%	0.78
Jan-24	9.74	0.85	3.03	8.00	7.64	0.00	5.75	35	97.91	133	26%	1.03
Feb-24	14.28	7.27	5.29	9.97	9.49	0.00	9.03	55	32.39	88	63%	0.38
Mar-24	9.49	5.28	7.82	14.75	15.94	0.00	15.11	68	26.06	94	72%	0.27
Apr-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0		0	0%	0.00
May-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0		0	0%	0.00
Jun-24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0		0	0%	0.00
Sub-Total	88	36	18	78	67	0	63	349	1,226	1,575	22%	

* Average daily rate of flow during the month (in millions of gallons per day)

Annual Target	104	65	28	119	94	0	55	465	1,739	2,204	21%	
% of Target	84%	56%	64%	65%	70%		116%	75%	71%	71%		

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Brian Larson, Water System Manager

SUBJECT: Operations Update

- **CIP 3021: Pressure Zone 3D Fire Flow Improvement Chestnut**
The installation of all water infrastructure at the site is complete, including tie-ins and final clean-up. Paving is scheduled for the week of April 29th. We are still on track to complete the project on time and under budget.
- **CIP 3032: Tank Site Solar Upgrade**
The new system is now installed and operational at the Temelec tank site. We are currently focused on finalizing the system at Sobre Vista. This is the final system that needs to be completed, and we are on track to complete the project by the end of the fiscal year.
- **CIP 3026: VFD's at Donald and AC Wells**
This project is being rolled into future rehabilitation projects at the two wells (Donald and AC). The rehabilitation efforts were also outlined in the Energy Evaluation done this year and will include pump and column replacement among other things.
- **CIP 3047: Seismic Vulnerability**
As previously discussed, this project was intended to be funded primarily by FEMA grants. However, the timeline for funding is at least two years, the pot of funds is very small and the competition for it is very high. Because this study and the projects that will ultimately flow from it are a priority for the District, fully funding the project in the upcoming fiscal year is being evaluated in the budgeting process.
- **3006: Solar – Office/Shop**
PG&E crews came and replaced the Pole and installed new transformers to accommodate our new solar array's power output in late April. Staff have reached out to PG&E about starting up the remaining two-thirds of the system, and were informed that we should be seeing a PTO (permission to operate) soon.
- **SCADA Server Replacement**
The long-awaited SCADA server replacement was completed last week. The work would have been done many months ago, however, the alarming software (Win911) that was recommended for use with our SCADA setup by the software retailer was very buggy and kept crashing. Our consultant, CORE Utilities, found a different product called TopView and was able to finalize the server installation in just a few days. The system seems to be working very well.

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: Equipment purchases (Various Accounts)	80%
Project 2987: Chestnut Exploratory Well	100%
Project 2989: Park Well Drilling	100%
Project 2996-P-2: Glen Ellen Transmission and Fire Flow Improvement	100%
Project 3006: Solar – Office/Shop	100%
Project 3013: Replacement of vehicles #32 and #33	100%
Project 3021: Pressure Zone 3D Fire Flow Improvement Chestnut	95%
Project 3022: Altimira School Fire Flow Engineering	50%
Project 3026: VFD's at Donald and AC Wells	NA – See note above
Project 3046: Pump Station Battery Bank	30%
Project 5107: County Paving	100%
Project 9300: AMI Collector	100%
Project 3050: Lead Service Inventory	65%
Project 3051: Emergency Preparedness	70%
Project 3045: Energy Consumption Evaluation	100%
Project 3047: Seismic Vulnerability	NA – See note above
Project 3032: Tank Site Solar Upgrade (2023)	90%
Average Percent Complete	85%

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: April 8th and May 6th Water Advisory Committee (WAC)/Technical Advisory Committee (TAC) Meeting Updates

President Foreman and General Manager Fullner attended the April 8th WAC/TAC Meeting. The following are highlights from that meeting:

Recommendation to Sonoma Water Board of Directors - FY2024-25 SCWA Water Transmission System Budget and Rates: After receiving the same budget presentation that the VOMWD Board did at the April 2nd Board meeting, the WAC voted to recommend the FY2024-25 SCWA Water Transmission System Budget and Rates be adopted by the Sonoma Water Board of Directors.

Water Supply and Temporary Urgency Change Order Updates:

- Lake Mendocino is at 98,600 acre-ft, putting it at the top of the Forecast Informed Reservoir Operations (FIRO) pool and at 10,000 acre-ft above the top of the conservation pool.
- Lake Sonoma is currently at 265,000 acre-ft, which is just above the minor deviation pool, and is 20,000 acre-ft above the top of the conservation pool.
- The water year is still classified as “normal” and will be evaluated every two weeks.

Eel Russian Project Authority and Potter Valley Project Update

David Manning, of SCWA, presented the options for continued diversions from the Eel to the Russian River through the former Potter Valley Project. The initial options included a Ranney collector system, an upstream diversion canal, fish passage improvements at Cape Horn Dam, a control section and pump station, and a roughened channel with a gravity supply. The alternatives evaluation process was long and robust. To help reach a consensus and select a final option for design and construction, the Technical Advisory Group (TAG) gauged 38 evaluation criteria including Biological Feasibility for Upstream Passage, Biological Feasibility for Downstream Passage, Resiliency and Reliability, Constructability, and Cost. Ultimately, the pump-back alternative was deemed to best fulfill the criteria and was recommended as the “preferred alternative”. This project will receive BoR grant funding to take it to 60% design starting summer of 2024.

President Foreman and General Manager Fullner will be attending the May 6th WAC/TAC meeting. A verbal Update will be provided during the Board meeting.

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: Update on April 24th Presentation to the Sonoma Valley Community Advisory Commission

Background:

In late March, the Clerk of the Sonoma Valley Community Advisory Commission, Arielle Kubu-Jones, reached out to me asking if I would be willing to give a presentation on the role of Valley of the Moon Water District at the Commission meeting in April. I was of course delighted to do so, along with several of my water industry colleagues. The full water lineup is below:

- Brad Sherwood: Sonoma Water—water supply and reservoir conditions
- Matt Fullner: Valley of the Moon Water—water in VOMWD service area
- Bill Keene: Sonoma Valley GSA—groundwater basin conditions
- Marcus Trotta: Sonoma Water—groundwater impacts and recycled/reclaimed water program
- Robert Pennington: Permit Sonoma—groundwater related enviro review and permitting/well ordinance
- Alisa Keenan: Permit Sonoma—stormwater regulations and requirements related to development

Our presentations helped the Commission understand the basics of our systems, how they interact, and some of the challenges we face. Between the presentations and the following Q&A, we were there for nearly three hours, but I believe it was a productive time and worth the effort.

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: Discuss the Request to Rescind Resolution No. 240204 Which Adopted the Water Supply Assessment for the Proposed Development at 810 West Agua Caliente Road, and not to Issue a Will-Serve Letter for the Same Project, as Outlined in the Letter from Victor Hipkiss, Avram Goldman and Paul Rockett, Sent to General Manager Fullner and Members of the Board on April 29th 2024

Background

On April 29th, General Manager Fullner received the attached letter from Victor Hipkiss, Avram Goldman, and Paul Rockett via email. The letter outlines a request to rescind the Board's resolution No. 240204 which adopted the "Water Supply Assessment" for the Proposed Development at 810 West Agua Caliente Road, and further requested that the District not issue a "Will-Serve Letter" for the same project.

Discussion

Staff has reviewed the letter and sees no reason to rescind the Water Supply Assessment ("WSA"). The WSA reasonably determined that the District has enough water to supply the proposed project. Staff did further review after the letter was received and believes the assessment is correct.

Rescinding the WSA would result in additional costs to the District. The Water Code requires that a WSA be prepared. (Water Code § 10910.) Rescinding the WSA, and preparing a new one, would impose costs on the district.

Further, the General Counsel's office has explained that if the District rescinds the WSA, it is possible that this decision could result in a lawsuit being filed against the District.

Recommendation

1. Discuss the attached letter and its requests; and
2. Deny the requests outlined in the attached letter

Attached

Request letter from Victor Hipkiss, Avram Goldman, and Paul Rockett, sent to General Manager Fullner and Members of the Board on April 29th, 2024

April 29, 2024

Matt Fullner, General Manager, Valley of the Moon Water District

19039 Bay Street, El Verano, CA 9543 -0280

cc. VOMWD Board Members Foreman, Bryant, Caniglia, Yodin-Cowan and Rogers

cc. Eric Gage, Project Planner, Permit Sonoma

Regarding VOMWD Resolution 240204 – water supply for the Hanna project at 810 West Aqua Caliente Road in Sonoma, CA.

As registered voters and owners of property in the Valley of the Moon Water District (VOMWD or District), we hereby protest and appeal the findings in the District's Resolution 240204 as approved by the Board of the VOMWD on March 12, 2024,

We request a withdrawal and reevaluation by VOMWD of the findings of Resolution 240204, and of UMWP 2020 and the WSA prepared by the applicant on which it relies, based on the following:

- a. The VOMWD has a finite, and limited, annual supply of potable water to sell to its customers in the District under its present aqueduct contract with Sonoma Water,
- b. A substantial portion of that supply is already allocated to users in the VOMWD and to mandatory supply obligations for which the District has to allow under State law,
- c. In making its findings in Resolution 240204, VOMWD has relied on the predictions of future usage contained in its UWMP 2020, which predictions are based on the averages of past increases experienced in the years previous to the year 2019 when the plan was prepared,
- d. In the period since 2019, more than 143 housing bills have been enacted into State law in California (see Attachment A). At least 45 of those new laws allow substantial increases in housing densities on land, both developed and undeveloped, located in zoning categories that range from single family to multifamily and commercial to agriculture. All are categories of zoning which presently exist within the boundaries of the VOMWD.
- e. Housing increases in the VOMWD under the legislation could be in the hundreds, possibly the thousands and, by definition in the legislation, could include multi-unit lot splits in residential neighborhoods; ADUs, JDUs, triplexes and second units allowed by right on most existing residential sites; 10+ rezoning increases on both large and small residential lots; conversion of motels, office buildings shopping areas on commercially zoned lots to housing; housing on land owned by faith-based organizations and by state and local agencies; adaptive use of historic and other existing buildings; density bonuses which allow substantial increases in multifamily housing; housing for artists and/or essential workers; etc. (see Attachment A).
- f. All of the housing density increases created by the new laws passed since 2020 will predictably lead to a significant increase in the demand for, and future consumption of, potable water, the provision of which the Board of the VOMWD is responsible for as a first priority under the terms of its charter.
- g. Such increases in the predictable future housing density in the District bring into question the reliance of VOMWD on UMWP 2020 as the baseline for Resolution 240204 and its statement that: "there is an adequate water supply for the Proposed Project and approves

the Water Supply Assessment” for the project at 810 West Agua Caliente Road in Sonoma CA.

- h. It is clear that the Board of the VOMWD could not have known about, or made allowance for, those changes in California law when it made its predictions in 2019 for the UMWP 2020 report of the future demand for potable water in the District through 2045, due to the fact that the new laws had not yet been enacted into law at the time UMWP was written.
- i. Nevertheless, the Board of VOMWD has an obligation under the State Water Code to ensure that it has a sufficient supply of potable water to serve all of its existing customers and landowners over the long term (2045) at the levels of development allowed on their properties under present zoning before it agrees to provide expanded services to new applicants.
- j. The California Water Code provides for the updating and amendment of an UMWP in a situation like this. In Section 10910, Subdivision (h) (3), the Water Code states that no additional water supply assessment shall be required unless: “*Significant new information becomes available which was not known and could not have been known at the time when the assessment was prepared*”. That is clearly the situation in this case.

Request.

As constituents of the VOMWD, we request that, in order to ensure a reliable supply of potable water to all of its customers and property owners for the long term future (as required under Section 10910 of the State Water law), VOMWD move immediately to reevaluate and update UMWP 2020 to reflect current demand conditions before that document can reliably be used as the baseline for any statements regarding the availability of “adequate water supply” for projects within the District. VOMWD has an obligation to its existing customers and land owners to operate within its means, and in this case within its existing capacity, when considering promises of new services in the District, and the requested reevaluation is essential to the District’s meeting of that obligation.

We have also been informed that the version of Resolution 240204 that was approved on March 12, 2024, and the WSA on which it was based, has since been sent to the applicant for the proposed project at 810 West Agua Caliente Road. We therefore presume that it will be the applicants’ intent to use Resolution 240204 as: a) confirmation to the County of the availability of potable water to serve the proposed development, and b) reliable information to be included in the EIR now being prepared by Permit Sonoma for their project.

For the reasons stated here, we believe that Resolution 240204 as adopted is neither an accurate confirmation of the availability of potable water for the project nor reliable information for the County to include in its EIR for the project in that respect. We request that Resolution 240204 be rescinded by VOMWD and withdrawn from the process at Permit Sonoma until a new, and independently generated, re-evaluation and Water Supply Assessment has been made that takes into account the true demands on VOMWD’s potable water supply and its long term ability to serve its existing customers and property owners at the existing levels of zoning.

It is also our understanding that the Board of the VOMWD intends to include a “will-serve” notice for the proposal at 810 West Aqua Caliente Road as an item on the Consent Calendar for its May 7, 2024 meeting, and that that will-serve notice will be based on the findings in Resolution

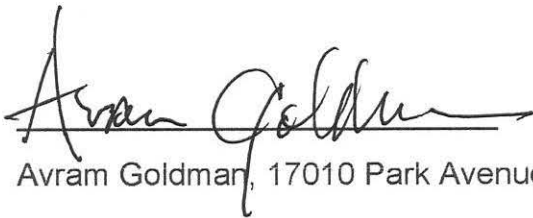
240204. We ask that that item be removed from the May agenda, and that it not reappear until the reevaluations requested here are made and adopted by the Board of the VOMWD.

If you have questions, please feel free to contact us through the email address on this message or through our contact information below.

Thank you for your consideration of this request. Please provide us with confirmation of receipt of this communication.



Victor Hipkiss, 800 W Agua Caliente Rd, Sonoma CA, 95476



Avram Goldman, 17010 Park Avenue, Sonoma CA 95476



Paul Rockett, 781 Ernest Drive, Sonoma CA 95476.

Attached:

Chart listing: "Laws in California in Fiscal Years 2019 -2024 that affect number of housing units".

Attachment A.

Laws in California in Fiscal Years 2019-2024 that affect number of housing units.						v.2. March 20 2024
Source: Holland & Knight Alerts - 2019 thru 2024						
2019 16 bills total			2023 19 bills total			
AB 2753	Friedman	Density bonuses	AB 2334	Wicks	Housing on commercial lots	
AB 2372	Gloria	Density bonuses	AB 1551	Santiago	Density bonus mixed uses	
AB 3194	Daly	Housing production	AB 682	Bloom	ed employee, co-housing	
SB 765	Wiener (SB 35)	expand SB 35	AB2227	Quirk-Silva	ADUs	
AB 2162	Choy - Daly	By-right housing	AB 897	Wieckowski	ADUs, multi-family,	
SB 828/AB1771	Wiener - Bloom	RHNA targets	AB 2011	Wicks	commercially zoned sites	
2020 30 bills total			2024 17 bills total			
SB 330	Skinner (Bldrs Rem)	housing increases	SB 6	Caballero	commercially zoned sites	
AB 1763	Chiu	density bonuses				
AB 1485	Wicks	affordable housing				
AB 68-881	Ting - Blum	ADUs and triplexes	SB 4	Wiener	By-right AH on church sites	
SB 13	Wieckowski	owner occupied housing	SB 684	Caballero	10+ housing on small sites	
AB 587	Friedman	ADUs for sale	AB 149	Lee	Adaptive reuse for AH	
2021 covid - 11 bills total			AB 1633	Ting	infill housing	
AB 2345	Gonzalez - Chiu	density bonuses	SB 91	Umberg	Motel conversion to AH	
AB1851	Wicks	faith based housing	AB 365	Mathis	Dilapidated building reuse	
AB 831	Grayson (SB 35)	update of SB 35	AB 1287	Alvarez	VLI & MI housing bonuses	
SB 1030	Omnibus	density bonuses	AB 529	Gabriel	Adaptive reuse for AH	
AB 3182	Ting (ADUs)	ADUs & HOAs	AB 1033	Ting	ADUs as condos	
2022 29 bills total			AB 1218	Lowenthal	Demolition & replacement	
SB 9	Atkins	Duplexes & lot splits	AB 812	Boerner	Artists' housing	
SB 10	Wiener	10 unit up-zonings				
AB 345	Quirk-Silva	ADU units				
AB1584	Committee on housing	ADUs on single family lots				
AB 1095	Cooley	Aff. housing ownership				
AB 787	Gabriel	moderate income conversions				
SB 591	Becker	intergen housing				
Summary.		Total housing bills in law in FYs 2019 to '24 = 142				
		Total bills with density increase implications = 45				
Actions in new legislation that affect density & the number of people to be served						
Note: All uses listed below are in addition to the normal lot splits and subdivisions allowed under present zoning						
On residential zoned properties	By-right lot splits w. 2 units allowed per new lot	Wide variety of density bonuses apply broadly	On commercial zoned lots	Motel & office conversions to AH	Housing on faith based properties	
	Owner occupied affordable housing	By-right ADU, JDU & triplex units		Housing on surplus state & local lands	Conversion of shopping & mixed use malls	
	ADUs for sale as condos	ADUs in multifamily projects	On historic properties	Adaptive reuse of existing buildings	Infill development	
	10+ housing up-zonings on large lots	10+ housing up-zonings on small lots				

Date: May 7, 2024

Item: 8.B

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: Approval of Conditional Will-Serve Letter for the Proposed Development on 810 West Agua Caliente Road

Background

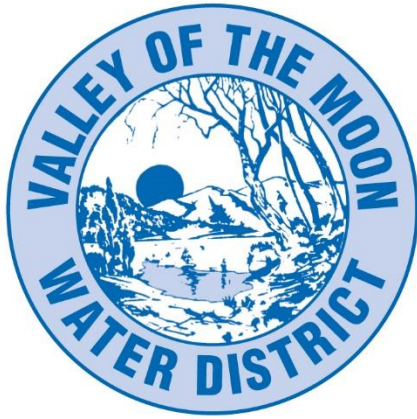
As is common practice, a “will-serve” letter is needed from the water supplier for the developer of a project to obtain permits. In this case, the developers seeking permits for the development of 810 West Agua Caliente Road are seeking a will-serve letter from Valley of the Moon Water District. District staff and legal counsel have prepared the attached “Draft Conditional Will Serve Letter” for that purpose. As you will see in the letter, there are a multitude of conditions that are designed to provide clarity and protection.

Recommendation

Direct the District’s General Manager to finalize and sign the attached Draft Conditional Will Serve Letter and send it to the developer as requested.

Attached

Draft Conditional Will Serve Letter



VALLEY OF THE MOON WATER DISTRICT

A Public Agency Established in 1962
19039 Bay Street · P.O. Box 280
El Verano, CA 95433-0280
Phone: (707) 996-1037
Fax: (707) 996-7615

May 7th, 2024

Re: Conditional Will-Serve Letter for 810 West Agua Caliente Road Development (APNs: 133-112-020, 133-220-003 and 133-220-001)

To Whom It May Concern:

The purpose of this letter is to confirm that the Valley of the Moon Water District (District or VOMWD) has determined that, at this time, assuming all of the following conditions are fulfilled to the satisfaction of the District, the District expects to be able to meet the water supply demands of the currently proposed project for the development of the above-mentioned site.

A Water Supply Assessment (WSA) was conducted and approved by the District's Board of Directors at the March 12th, 2024, regular Board meeting. Section 8 (Conclusions) of the WSA, contains the following statement among others:

"This WSA concludes that the Proposed Project will not adversely affect water supply reliability within the VOMWD service area. Based on currently available information and conservative estimates of projected demand, VOMWD expects to be able to meet all future demands within its existing service area, inclusive of the Proposed Project, in normal and multiple dry hydrologic years from 2025 through 2045. The shortfalls that are currently projected during single dry years will be addressed through planned implementation of the VOMWD WSCP."

This letter only serves to notify you that the District expects to be able to meet the water supply demands for the proposed development. This letter does not constitute preliminary or final approval of any proposed project until such time that building plans, approved by all Authorities with Jurisdiction, have been submitted to the District for review and approval. Please note that water service laterals to the District's Main are the sole responsibility of the developer, at the developer's cost, and the feasibility of such connections are not addressed by this letter. Be advised that final approval of the project would occur subject to the project proponent fulfilling all District requirements and fees at such time.

DIRECTORS:
OFFICERS:

Gary Bryant – Steve Caniglia – Jon Foreman – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

The terms and conditions of this Conditional Will-Serve letter are as follows:

1. Developer will be required to install the water service improvements as specified in any District Conditions of Approval for the project established at the time of the application.
2. Developer will be required to pay all appropriate connection and inspection fees and shall be subject to all applicable rules and regulations of the District.
3. Grant of a water line easement, in a location and form approved by the District, to the project will be required.
4. Provision of water supply services to the Project applicant is contingent upon the development meeting the requirements of any governmental entity having jurisdiction over such development.
5. Developer agrees to indemnify, defend, and hold harmless the District, its Board, officers, employees, consultants, and agents (hereinafter "District") from any claim, action, or proceeding (hereinafter "Proceeding") brought against the District to set aside, void, rescind, or annul, the District's actions or omissions in any way connected to the Developer's Project ("Challenge"). The District may, but is not obligated to defend such Challenge as the District, in its sole discretion, determines appropriate, all at Developer's sole cost and expense. This indemnification shall include, but not be limited to, damages, fees and/or costs awarded against the District, if any, and costs of suit, attorneys' fees and other costs, liabilities and expenses incurred in connection with such proceeding whether incurred by Developer or, District. If the Developer is required to defend the District as set forth above, the District shall retain the right to select the counsel who shall defend the District. The District shall promptly notify Developer of any Proceeding and shall cooperate fully in the defense. In the event a Proceeding is filed, District and Developer shall determine other terms and conditions of the joint defense as mutually agreed, consistent with this paragraph.

Please be advised that, prior to connection, Developer must complete the District's permitting process and pay all required connection and inspection fees in full and also comply with all District standards and specifications.

By issuing this Conditional Will-Serve Letter, the District is not incurring any liability of any nature, including but not limited to mandate, damages or injunctive relief. The District is making no representation nor waiving any rights it has under any applicable state or federal law. In the event there is any court imposed moratorium or a government agency imposes a moratorium on the District, a connection to the District may not occur. Furthermore, in the event there is not sufficient capacity, a connection to the District may not occur. Developer acknowledges that this letter does not constitute any approval or guaranty that at the time of connection, water supply services will be available.

If connection has not been made within the earlier of (i) two years after final approval of land use entitlements by the County of Sonoma for developers' Project; or (ii) five years from the date hereof; each subject to extensions by the District upon a showing by developer of reasonable progress toward making connection, the allocation will be terminated without prejudice and you will be able to re-apply for allocation. Please sign and date the original of this letter and return it to the District office within 30 days. The copy is for your records.

DIRECTORS:
OFFICERS:

Gary Bryant – Steve Caniglia – Jon Foreman – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

If you should have any questions, please reach out to me at (707) 996-1037 or mfullner@vomwd.org.

Thank you,

Matt Fullner – General Manager, Valley of the Moon Water District

Developer acknowledgment and agreement:

Signed: _____ Dated: _____

DRAFT

DIRECTORS:
OFFICERS:

Gary Bryant – Steve Caniglia – Jon Foreman – Steve Rogers – Colleen Yudin-Cowan
Matt Fullner, General Manager – Burke, Williams & Sorensen, LLP, District Counsel

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager and J. Leah Castella, District Counsel

SUBJECT: Consider Adopting Resolution No. 240501, Adopting the Uniform Public Construction Cost Accounting Act ("CUPCCAA") Procedures that Subject the Valley of the Moon Water District ("District") to CUPCCAA and Approves the CUPCCAA Policy and Procedures

Background

District Counsel has prepared for the Board of Directors consideration a Resolution for the District to opt-in to the California Uniform Public Construction Cost Accounting Act (CUPCCAA), which will allow the District to expedite its contracting procedures for projects under \$200,000 and simplify its bidding procedures for projects that are estimated to cost \$200,000 or less.

Discussion

Public Contract Code (PCC) section 22000 provides an alternative method for local agencies to (1) raise the ceiling on the value of public works projects that the District can perform with its own forces or contract for with a purchase order of up to \$60,000; and (2) simplify the procedures for bidding public works contracts of \$200,000 or less in value by using an informal bidding process. In order to be able to use this alternative method, the District must elect by resolution to become subject to the Act and must file a copy of the approved resolution with the State Controller's Office (PCC 22030).

If this procedure is adopted, the District would establish its own list of qualified contractors and contractor clearinghouses that would receive notices of informal bid solicitations. For all major public projects valued at more than \$200,000, there would be no change to existing contracting requirements as set forth in the Public Contract Code (formal bidding).

CUPCCAA provides for alternative bidding procedures when an agency performs public project work by contract:

- a) Public projects of \$60,000 or less may be performed by negotiated contract or by purchase order (PCC 22032(a)).
- b) Public projects of \$200,000 or less may be let to contract by the informal procedures set forth in the Act (PCC 22032(b)).
- c) Public projects of more than \$200,000 shall be let to contract by formal bidding procedures (PCC 22032(c)).

The above-referenced dollar values are periodically increased by the Commission to account for inflation. Should the District Board adopt CUPCCAA, its spending limits will automatically be increased

as the Commission increases the spending limits for all agencies that have opted into CUPCCAA. It is anticipated that such increases will be adopted by the Commission later this year.

Furthermore, the Board could consider authorizing the General Manager to award and execute contracts valued at or under \$200,000. At the time of contracting for public works projects, the Board will have already approved the project as part of the budget/CIP process, thus delegating this authority to the General Manager could further streamline the public works project approval process.

Fiscal Impact:

Adoption of the Uniform Construction Cost Accounting procedure will give the District more options relative to performing, bidding, or negotiating public works projects that will ultimately lead to more cost-effective use of public funds.

Strategic Plan Implementation:

Adoption of CUPCCAA will help staff achieve Goal 4 – Financial Stability – of its Strategic Plan (attached as an Appendix to its Fiscal Year 2022-2023 Budget), Objective 3: Given the proposed new rates, budget appropriately for the upcoming fiscal year’s O&M and CIP plans.

Recommendation

Staff recommends that the Board of Directors (Board) Adopt a Resolution electing to become subject to the California Uniform Public Construction Cost Accounting Act (CUPCCAA), and approve District Uniform Public Construction Cost Accounting Policies and Procedures.

Attachment

Resolution 240501 of the Valley of the Moon Water District Adopting the Uniform Public Construction Cost Accounting Act Procedures

RESOLUTION NO. 240501

RESOLUTION OF THE BOARD OF DIRECTORS OF VALLEY OF THE MOON WATER DISTRICT
ADOPTING THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT PROCEDURES

WHEREAS, prior to the passage of Assembly Bill No. 1666, Chapter 1054, Statutes of 1983, which added Chapter 2, commencing with Section 22000, to Part 3 of Division 2 of the Public Contract Code, existing law did not provide a uniform cost accounting standard for construction work performed or contracted by local public agencies; and

WHEREAS, Public Contract Code Section 22000 et seq., the Uniform Public Construction Cost Accounting Act, establishes such a uniform cost accounting standard; and

WHEREAS, the Commission established under the Act has developed uniform public construction cost accounting procedures for implementation by local public agencies in the performance of or in the contracting for construction of public projects; and

WHEREAS, the Board of Directors of the Valley of the Moon Water District have duly considered the benefits to the District of implementing the uniform public construction cost accounting procedures established by the Commission.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Valley of the Moon Water District hereby elects under Public Contract Code Section 22030 to become subject to the uniform public construction cost accounting procedures set forth in the Act and to the Commission's policies and procedures manual and cost accounting review procedures, as they may each from time to time be amended, and directs that the Board Secretary notify the State Controller forthwith of this election.

THIS RESOLUTION PASSED AND ADOPTED THIS 7TH DAY OF MAY 2024, by the following votes:

Director Bryant _____

Director Caniglia _____

Director Foreman _____

Director Rogers _____

Director Yudin-Cowan _____

By _____
President

By _____
Secretary

AYES _____ NOES _____ ABSENT _____ ABSTAIN _____

I HEREBY CERTIFY that the foregoing Resolution was duly adopted at a regular meeting of the Board of Directors of Valley of the Moon Water District held on the 7th day of May 2024, of which meeting all Directors were notified and at which meeting a quorum was present at all times and acting.

By _____
Secretary

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: Agreement with the Sonoma Valley Unified School District for AMI Collector at Maintenance Yard on Railroad Avenue in Sonoma

Background

The District is continuing to refine the backhaul system of AMI data through its fixed network of radios strategically located around the service area. Due to the unique topography of Sonoma, the number and location of collectors and repeaters originally planned for the area were insufficient for capturing all of the reads reliably. The School District (SVUSD) was kind enough to offer assistance by allowing Valley of the Moon Water District (District) to test the Maintenance Yard on Railroad Avenue as a collector location on a pilot basis. The test worked very well and the District is now receiving many reads in the area that were intermittent or nonexistent in the past. Once finalized and executed, the attached contract will allow the District to permanently mount and run power to a collector on the radio tower in the SVUSD Maintenance Yard.

Recommendation

Direct the General Manager to execute a version of the attached agreement, inclusive of any minor revisions that may be necessary upon review and feedback from SVUSD and approved by District Legal Counsel.

Attached

Draft VALLEY OF THE MOON WATER DISTRICT – SONOMA VALLEY UNIFIED SCHOOL DISTRICT
Advanced Metering Infrastructure (AMI) Collector Installation and Operation License Agreement

VALLEY OF THE MOON WATER DISTRICT – SONOMA VALLEY UNIFIED SCHOOL DISTRICT

Advanced Metering Infrastructure (AMI) Collector Installation and Operation License Agreement

This AMI Collector Installation and Operation License Agreement (“Agreement”) is made and entered into effective May ____, 2024, by and between the VALLEY OF THE MOON WATER DISTRICT, a political subdivision of the State of California (“District”), and SONOMA VALLEY UNIFIED SCHOOL DISTRICT, an independent special district organized and operating pursuant to the California Education Code Section 35511 (“SVUSD”), collectively called “Parties.”

RECITALS

WHEREAS, District recently implemented a new AMI meter reading system (“AMI system”) in its service area in Sonoma County, California; and

WHEREAS, the AMI system consists of individual AMI water meters installed at the service addresses of District customers, and which requires installation of a fixed network of AMI data collectors at strategic locations in and around the District’s service area to effectively gather the meter readings; and

WHEREAS, District desires to install, maintain and utilize an AMI data collector on the radio tower of SVUSD’s Maintenance Yard located at 18751 Railroad Ave., Sonoma, CA 95476, and as depicted in **EXHIBIT A**, which is attached hereto and incorporated by reference, due to its ideal location for gathering meter readings; and

WHEREAS, SVUSD desires to work collaboratively with the District for the mutual benefit of a well-maintained and appropriately monitored water system; and

WHEREAS, SVUSD is willing to grant District a non-exclusive license to enter the Property for the purposes of installing and maintaining an AMI data collector, and related infrastructure, on the terms and conditions set forth below.

NOW, THEREFORE, for the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, SVUSD grants District and its employees, agents, contractors, consultants and other invitees (collectively “Agents”) a non-exclusive license, to enter the Maintenance Yard, specifically the “Radio Tower”, located on the Western side of the maintenance building as depicted in **EXHIBIT A**, at any time during daylight hours Monday through Friday, and after coordinating an agreed upon time and date with the SVUSD’s Manager of Operations, for the purposes of installing and maintaining an additional electrical power connection, mounting equipment and an AMI data collector on the tower, subject to the following terms and conditions.

1. The AMI collector was installed on the radio tower as a test. The installation was done in such a manner as to be left permanent if deemed feasible. No new electrical outlets were needed to conduct the installation. Upon execution of this Agreement, the installation shall be considered permanent according to the terms of this agreement.
2. District shall maintain the additional electrical power run, mounting equipment, and AMI data collector for the term of this Agreement.

3. District shall hold harmless, indemnify and defend SVUSD from any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, of every kind, including personal injury or death of any person, and for loss or damage to any property caused in any way to the extent arising out of, or occurring in connection with, the use, occupancy, and performance of the work permitted by this Agreement; provided, however, the foregoing indemnity shall exclude any claims or liabilities to the extent caused by the negligence or willful misconduct of SVUSD.
4. SVUSD shall hold harmless, indemnify and defend District from any and all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses, of every kind, including personal injury or death of any person, and for loss or damage to any property caused in any way to the extent arising out of, or occurring in connection with, the use, occupancy, and performance of the work permitted by this Agreement; provided, however, the foregoing indemnity shall exclude any claims or liabilities to the extent caused by the negligence or willful misconduct of District.
5. District will obtain (or ensure that its Agents obtain) commercial general liability insurance in the amount of One Million Dollars (\$1,000,000.00) combined single limit for injury or death of one or more persons in an occurrence, and for damage to tangible property (including loss of use) in an occurrence. The policy shall name SVUSD as additional insured, and shall be primary and non-contributing with any other insurance of Owner.
6. In accordance with the provisions contained in this Paragraph 6, either Party may terminate this Agreement for any reason. This Agreement shall expire sixty (60) days after either Party transmits a written "Notification of Termination" to the other Party at the appropriate address as listed in Paragraph 7 below. Within sixty (60) days of the notification, the District will remove the mounting equipment and AMI data collector. If either Party fails to perform any of the terms and conditions contained in this Agreement, the other Party shall give advance written notice of the alleged breach, at which point the Party alleged to have caused the breach has thirty (30) days to cure. If the Party alleged to have caused the breach does not cure within thirty (30) days after receipt of the written notice alleging breach, the non-breaching Party may terminate this Agreement upon an additional thirty (30) days' advance written notice.
7. All notices shall be made in writing and may be given by personal delivery or via first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective upon the day of personal service or when properly sent and received, refused or returned undelivered to the address of the respective parties as set forth below:

Owner: Sonoma Valley Unified School District
Jeanette Rodriguez-Chien, Superintendent
17850 Railroad Ave.
Sonoma, CA 95476

District: Valley of the Moon Water District
Matthew Fullner, General Manager
PO Box 280,
El Verano, California 95433

8. This Agreement constitutes the entire agreement between the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all parties.
9. This Agreement shall be binding upon the Parties hereto, their heirs, beneficiaries, personal representatives, assigns, transferees and successors in interest providing, however, that neither party may assign, transfer or delegate its rights or duties under this Agreement without having first obtained the consent of the other party in writing.
10. This Agreement and all matters relating to it shall be governed by the laws of the State of California. Any action brought relating to this Agreement shall be brought exclusively in the County of Sonoma, where it shall be prosecuted except as may be otherwise required by section 394 of the Code of Civil Procedure.
11. This Agreement may be executed in counterparts, each separately and together constituting one and the same document. Execution and delivery of this Agreement by facsimile shall be sufficient for all purposes.

IN WITNESS WHEREOF, the District and SVUSD executed this AMI Collector Installation and Operation License Agreement on _____, 2024.

SVUSD

SONOMA VALLEY UNIFIED SCHOOL DISTRICT

By: _____

Jeanette Rodriguez-Chien, Superintendent

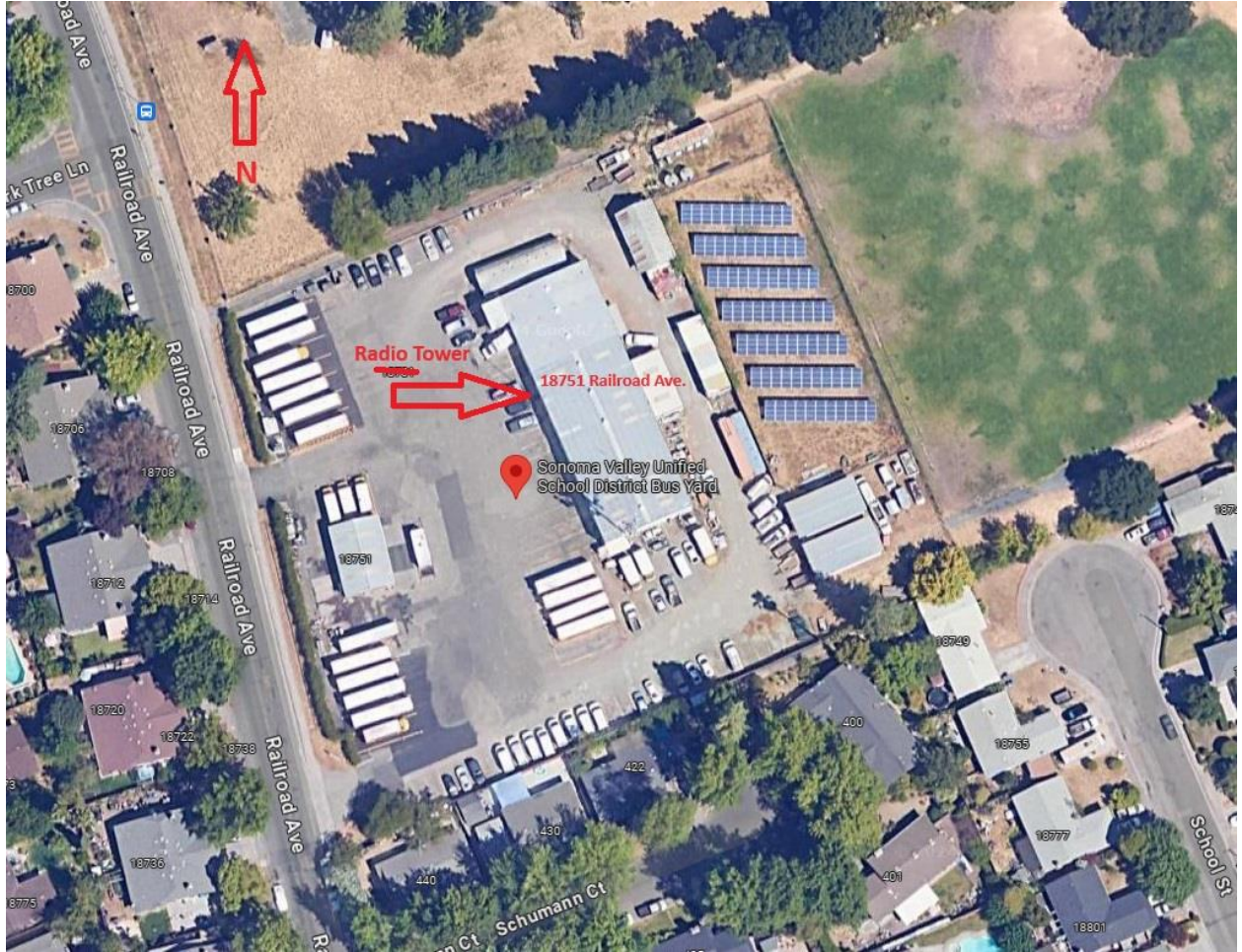
DISTRICT

VALLEY OF THE MOON WATER DISTRICT, local governmental agency of the State of California

By: _____

Matt Fullner, General Manager

EXHIBIT A



Date: May 7th, 2024

Item: 8.E

MEMORANDUM

TO: Valley of the Moon Water District Board of Directors

FROM: Matt Fullner, General Manager

SUBJECT: Amendment of Executive Employment Agreement with General Manager, Matt Fullner

Background

At the April 2nd, 2024, Regular Board Meeting, the Board conducted a review of General Manager, Matt Fullner's performance over the past year, and found it to meet the standards. The attached Amendment to the Executive Employment Agreement Between Valley of the Moon Water District and Matt Fullner outlines the proposed changes to the Executive Employment Agreement based on that performance review and the feedback provided to Mr. Fullner during the review.

Recommendation

Authorize and direct the President of the Board and the Secretary to the Board to execute the Amendment to the Executive Employment Agreement Between Valley of the Moon Water District and Matt Fullner

Attachment

- Amendment to the Executive Employment Agreement Between Valley of the Moon Water District and Matt Fullner

AMENDMENT TO THE EXECUTIVE EMPLOYMENT AGREEMENT

This Amendment to the Executive Employment Agreement (“Amendment”) which amends the Executive Employment Agreement (“Agreement”) dated May 5, 2021, between Valley of the Moon Water District, a California Special District founded under applicable provisions of the California Water Code Section 30000, et seq. (hereinafter referred to as "District"), and Matt Fullner (hereinafter “Mr. Fullner”) is entered into by and between the District and Mr. Fullner on this 7th day of May 2024.

This Amendment shall affect only those sections or portions of the Agreement specifically addressed; all other sections or portions and previous amendments shall remain in full force and effect for the term of the Agreement.

Amendments

The following selected language shall replace the referenced section language as follows. Any portion or subpart to any section not addressed shall remain in its current form.

Section IV. currently reads:

“COMPENSATION: Mr. Fullner is to be paid a monthly salary of \$15,904.25 for May and June of 2023, and a monthly salary of \$16,540.43 beginning July 1st, 2023, for fulfilling the General Manager duties described herein, accruing neither overtime nor compensatory time. This salary will be prorated and paid bi-weekly in accordance with the District's standard payroll procedures, subject to the following possible adjustments. Furthermore, the District shall apply \$500 per month to Mr. Fullner’s 457 or 401 (a) plan:”

And shall be amended to read:

“COMPENSATION: Mr. Fullner is to be paid a monthly salary of \$17,367.45 for May and June of 2024, and a monthly salary of \$17,871.11 beginning July 1st, 2024, for fulfilling the General Manager duties described herein, accruing neither overtime nor compensatory time. This salary will be prorated and paid bi-weekly in accordance with the District's standard payroll procedures, subject to the following possible adjustments. Furthermore, the District shall apply \$500 per month to Mr. Fullner’s 457 or 401 (a) plan:”

Section IX. currently reads:

“PERFORMANCE OBJECTIVES: Mr. Fullner will meet annually with the Board on or before the anniversary of the Effective Date of this Agreement to identify the District's and General Manager's performance objectives for the following year. Performance objectives will be established jointly by Mr. Fullner and the Board, and will be consistent with Board policy, and with the duties and responsibilities set forth in this Agreement. For the third year of this Agreement, the Performance Objectives are set forth in **Exhibit A**, which is attached hereto and incorporated into this Agreement by this reference.”

Amendment to the Executive Employment Agreement Between
Valley of the Moon Water District and Matt Fullner

And shall be amended to read:

“PERFORMANCE OBJECTIVES: Mr. Fullner will meet annually with the Board on or before the anniversary of the Effective Date of this Agreement to identify the District's and General Manager's performance objectives for the following year. Performance objectives will be established jointly by Mr. Fullner and the Board, and will be consistent with Board policy, and with the duties and responsibilities set forth in this Agreement. For the fourth year of this Agreement, the Performance Objectives are set forth in **Exhibit A**, which is attached hereto and incorporated into this Agreement by this reference.”

Exhibit A currently reads:

“EXHIBIT A

In approximately May 2024, the Board will review Mr. Fullner's performance for the period May 2, 2023, through May 2, 2024.

Performance objectives for this period:

- **Capital Improvement Plan (CIP) project completion.** Budgeted CIP projects shall be reported to the Board in terms of percent complete and number of projects completed. Clear explanation should be provided to the Board in a timely manner by Mr. Fullner if a CIP project is not anticipated to be timely completed, or if any projects are likely to come in over budget.
- **Adherence to the approved O&M budget.** Outside of extraordinary circumstances, the O&M budget should track with projections (within approximately 10% on a month-to-month basis) and line up within 1% of the budget at the end of the fiscal year. If it is expected that the finances will not be on-budget for any reason, Mr. Fullner must timely report these findings to the Board. Furthermore, Mr. Fullner shall provide a detailed report of any overages within the O&M budget.
- **Union grievances.** Any union grievances regarding the District or its management shall be reported to the Board in a timely manner. This shall include the resolution and outcome of any such grievance.
- **Plan completion.** In addition to timely completion of the capital projects, the Board expects Mr. Fullner to ensure that plans such as the Annual Water Supply and Demand Assessment, Lead Service Line Inventory, LHMP Annual Review and other District plans are completed on schedule.
- **Regulated reports.** Mr. Fullner is required to ensure that reports such as the Consumer Confidence Report, Electronic Annual Report, Discharge Report, and Diversion Report are timely filed as required under various regulations to avoid fines or other punitive regulatory actions.
- **Community engagement.** Mr. Fullner must monitor and ensure the District maintains an online presence via the District's website and through social media to communicate important updates or changes such as emergencies or drought conditions. Mr. Fullner is also expected to speak

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effectively to the public or groups regarding water issues, and to garner support for the District and its interests.

Besides the above measurable matrices, Mr. Fullner is expected to demonstrate leadership, involvement, service, and commitment to the District, its staff, governing body, and customers. Mr. Fullner is expected to be approachable by members of staff, the Board, and the public, and he should possess a wide range of knowledge regarding current water issues as they relate to the District. These kinds of attributes are difficult to quantify but are no less important to consider when evaluating overall performance.”

And shall be amended to read:

“EXHIBIT A

In approximately May 2025, the Board will review Mr. Fullner's performance for the period of May, 2024, through April, 2025.

Performance objectives for this period:

- **Capital Improvement Plan (CIP) project completion.** Budgeted CIP projects shall be reported to the Board in terms of percent complete and number of projects completed. Clear explanation should be provided to the Board in a timely manner by Mr. Fullner if a CIP project is not anticipated to be timely completed, or if any projects are likely to come in over budget.
- **Adherence to the approved O&M budget.** Outside of extraordinary circumstances, the O&M budget should track with projections (within approximately 10% on a month-to-month basis) and line up within 1% of the budget at the end of the fiscal year. If it is expected that the finances will not be on-budget for any reason, Mr. Fullner must timely report these findings to the Board. Furthermore, Mr. Fullner shall provide a detailed report of any overages within the O&M budget.
- **Union grievances.** Any union grievances regarding the District or its management shall be reported to the Board in a timely manner. This shall include the resolution and outcome of any such grievance.
- **Plan completion.** In addition to timely completion of the capital projects, the Board expects Mr. Fullner to ensure that plans such as the Annual Water Supply and Demand Assessment, Lead Service Line Inventory, LHMP Annual Review and other District plans are completed on schedule.
- **Regulated reports.** Mr. Fullner is required to ensure that reports such as the Consumer Confidence Report, Electronic Annual Report, Discharge Report, and Diversion Report are timely filed as required under various regulations to avoid fines or other punitive regulatory actions.
- **Community engagement.** Mr. Fullner must monitor and ensure the District maintains an online presence via the District's website and through social media to communicate important updates or changes such as emergencies or drought conditions. Mr. Fullner is also expected to speak

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effectively to the public or groups regarding water issues, and to garner support for the District and its interests.

- **Sonoma Developmental Center (SDC).** Mr. Fullner is expected to work closely with the SDC ad hoc subcommittee of the Board on issues related to SDC. He is also expected to make regular reports to the Board on SDC related relevant news, potential legal or regulatory issues, and community engagement as needed. It is expected that Mr. Fullner will represent the interests of the District and its customers with respect to SDC and its future redevelopment.

Besides the above measurable matrices, Mr. Fullner is expected to demonstrate leadership, involvement, service, and commitment to the District, its staff, governing body, and customers. Mr. Fullner is expected to be approachable by members of staff, the Board, and the public, and he should possess a wide range of knowledge regarding current water issues as they relate to the District. These kinds of attributes are difficult to quantify but are no less important to consider when evaluating overall performance.”

IN WITNESS WHEREOF, the District and Mr. Fullner hereto have executed this Amendment as of the Effective Date.

Matt Fullner Date

Jon Foreman, President, Board of Directors Date

ATTEST:

By: _____
Amanda Hudson, Secretary to the Board Date