

# INVERNESS PUBLIC UTILITY DISTRICT

FIRE DEPARTMENT  WATER SYSTEM

12781 SIR FRANCIS DRAKE BLVD • P.O. BOX 469 • INVERNESS CA 94937 • (415) 669-1414

Board of Directors

AGENDA

Regular Meeting (Rescheduled)

Tuesday, November 14, 2023

4:00 p.m.

Inverness Firehouse, 50 Inverness Way

1. **Call to Order; Attendance Report**
2. **Public Expression:** Opportunity for members of the public to address the Board on matters under the Board's jurisdiction but not on the posted agenda. Directors or staff "*may briefly respond to statements made or questions posed*" during Public Expression, but "*no action or discussion shall be undertaken on any item not appearing on the posted agenda*" (Gov. Code §54954.2(a)(3)). Members of the public may comment on any item listed on the posted agenda at the time the item is considered by the Board.
3. **Approval of Minutes:** Regular meeting of October 25, 2023.

### *The State of the District*

4. **Management Report:** Shelley Redding
  - FY 2023/2024 Budget report-1<sup>st</sup> Qtr
  - Quarterly Marin County Water Managers Meeting – S.Redding
  - Grant Funding Report
    - DWR Grant Financing Agreement-Final Draft
5. **Water System Reports:**
  - October 2023, Senior Water Operator Ken Fox
  - AR Report: Sept – Oct 2023
  - Water Usage Chart
  - Water System SCADA
6. **Fire Department Reports:**
  - October 2023, Fire Chief Jim Fox
  - Marin Wildfire Prevention Authority (MWPA) update
  - Marin Emergency Radio Authority (MERA) update

### *The Business of the District*

7. **Approve Expenditures and Credit Card Charges:** October 2023
8. **Resolution 283-2023 Designating The Time and Place For Holding Regular Meetings:** Approval to schedule the regular meeting dates and times as the third Tuesday of every month at 4:00 pm.
9. **Approval of 2024 Board Meeting Schedule**
10. **Volunteer Appreciation:** Approve Volunteer Recognition in Lieu of Holiday Party
11. **Committee Meetings/Reports**
12. **Adjournment**

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Posted: 11/11/2023

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Material provided in the meeting packet is available on the District's website, [www.invernesspubd.org](http://www.invernesspubd.org), or by contacting the District office.  
Items may not be taken up in the order shown on this Agenda.

For assistance in participating in this event due to a disability as defined under the ADA, please call in advance to (415) 669-1414.

**THE PUBLIC IS CORDIALLY INVITED TO ATTEND AND TO COMMENT ON AGENDA ITEMS**

**BOARD OF DIRECTORS:** KATHRYN DONOHUE, PRESIDENT • KENNETH J. EMANUELS, VICE PRESIDENT  
DAVID PRESS, TREASURER • BRENT JOHNSON • DAKOTA WHITNEY



SHELLEY REDDING, GENERAL MANAGER/CLERK OF THE BOARD  
JAMES K. FOX, CHIEF OF OPERATIONS (FIRE CHIEF, WATER SYSTEM SUPERINTENDENT)



Inverness Public Utility District  
Board Meeting November 14, 2023

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# Agenda Item No. 1

**Call to Order;**  
**Attendance Report**



Inverness Public Utility District  
Board Meeting November 14, 2023

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## Agenda Item No. 2

### **Public Expression**

**Opportunity for members of the public to address the Board on matters under the Board's jurisdiction but not on the posted agenda.**

**Directors or staff “*may briefly respond to statements made or questions posed*” during Public Expression, but “*no action or discussion shall be undertaken on any item not appearing on the posted agenda*” (Gov. Code §54954.2(a)(3)).**

**Members of the public may comment on any item listed on the posted agenda at the time the item is considered by the Board.**



Inverness Public Utility District  
Board Meeting November 14, 2023

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## Agenda Item No. 3

### **Meeting Minutes**

- October 25, 2023 Regular Meeting



# INVERNESS PUBLIC UTILITY DISTRICT

FIRE DEPARTMENT ✧ WATER SYSTEM

POST OFFICE BOX 469, INVERNESS, CA 94937

OFFICE: 12781 SIR FRANCIS DRAKE BLVD., SUITE 5, INVERNESS, CA

415-669-1414 🌐 WWW.INVERNESSPUD.ORG 🌐 ADMIN@INVERNESSPUD.ORG

**Board of Directors  
Minutes, Regular Meeting  
Wednesday, October 25, 2023, 9:00 a.m.  
Inverness Firehouse, 50 Inverness Way, Inverness CA**

## 1. Call to Order; Attendance Report

Director Whitney called the meeting to order at 9:02 a.m.

Directors Present: Dakota Whitney, David Press, Brent Johnson

Directors Absent: Kenneth J. Emanuels, Kathryn Donohue

Staff Present: Shelley Redding, General Manager; Jim Fox, Chief of Operations; David Briggs, Assistant Fire Chief; Ken Fox, Sr. Water Operator

2. **Public Expression:** Michael McEneaney presented a draft of a requested MOU with IPUD from himself and neighbors Tom McCoy and Mark Sutton pertaining to the future tank replacement project at the Colby tank site. Director Whitney noted that the District has proven to be mindful of construction impacts on neighboring properties. GM Redding stated that the project is in early stages and staff is awaiting the draft engineering report, which is the first step.

## 3. Approval of Minutes: Regular Meeting of September 27, 2023

*M/S Press/Johnson to approve the minutes of the Regular Meeting of September 27, 2023, as submitted. AYES 3, NOES 0*

## 4. Management Report

### Grants and Projects

- **District Capital Projects Funding Strategy Report – Update**

General Manager Redding reported on the updated document provided to the Board in the meeting packet drafted by staff member Jenna Nicolas.

- DWR Tank Replacement Project: Our request for an amendment to include in the project replacement of the 15,000-gallon wood tank at the Seahaven site has been approved and will be included in the final Financing Agreement once all the paperwork is completed.
- FEMA AFG Grant: Staff provided information that is being compiled for the grant application, which will open in January 2024. Assistant Fire Chief Briggs reported that he and Jenna met with a representative from FEMA to learn more about the grant application process. He noted that applications for funding to replace older vehicles are assigned a higher priority.
- Coastal Zone Collaboration Project: GM Redding reported that the Letter of Interest for applying for a NOAA grant that was submitted on behalf of IPUD, Bolinas, Muir Beach, and Stinson Beach was rejected. She noted that while we did not get approval to apply for the grant, it will not change the desire by the District to engage with our Coastal Zone communities and look for other funding opportunities to support our shared goals.
- County Office of Emergency Management: GM Redding reported that the County OEM is now holding monthly meetings to encourage regional collaboration and provide a forum for shared interests for emergency response, hazard mitigation, and disaster response planning. Staff

BOARD OF DIRECTORS: **KATHRYN DONOHUE**, PRESIDENT • **KENNETH J. EMANUELS**, VICE PRESIDENT  
**DAVID PRESS**, TREASURER • **BRENT JOHNSON** • **DAKOTA WHITNEY**



**SHELLEY REDDING**, GENERAL MANAGER • **JAMES K. FOX**, CHIEF OF OPERATIONS

member Nicolas attended the September meeting, and Chief Fox and Assistant Chief Briggs attended the October meeting.

- **Quarterly Financial Reports**

- GM Redding presented the quarterly balance sheet and the 1<sup>st</sup> quarter income statements for the three funds (District, Fire, and Water). She noted that some balance sheet figures will likely be updated once the June 30, 2023, audit is completed and adjusting entries for the 2022/23 fiscal year are entered. A suggestion was made for the quarterly reports to show the funds in separate columns, for easier assessment by the Board.
- Audit update: Staff reported that preparation of the June 30, 2023, audit is in the final phases and its completion in November is anticipated.
- LAIF quarterly earnings: GM Redding presented the FY 2023/24 1<sup>st</sup> quarterly earnings statement from LAIF of \$13,089.59. The interest rate was reported at 3.59% and the PMIA daily effective yield rate has generally hovered around 3.50%.
- CLASS (California Cooperative Liquid Assets Securities System) Investment Options: GM Redding presented a staff report outlining the two options for the District's investments. Discussion focused on the benefits of the CLASS fund's higher rate of return and the ability to access cash easily. Staff noted that while CLASS is an attractive option, there are questions about who is currently investing with CLASS and about its investment strategy, especially with respect to the IPUD Investment Policy. Staff noted that currently the District has funds totaling \$250,000 in a second Bank of America checking account that is not earning any interest. Staff would like to contact CLASS to find out more about the fund and its management and investment policies before making a recommendation to the Board to change investment funds. Directors Johnson, Press, and Whitney noted that the prospect of a higher rate of return is attractive but that they understand the need for more information about CLASS.

**5. Water System Report: September 2023**

Senior Water Operator Ken Fox presented the Water System report for September. He noted that streamflows are dropping but usage has also dropped. The annual inspection and certification of double-check valves in the cross-connection control program was completed in one day on a contract basis by Kenny Stevens.

**6. Fire Department Report: September 2023**

**Activity Report:** Assistant Chief David Briggs presented the monthly report of Fire Department activities and reported on training drills, which have focused on becoming familiar with and using the new SCBAs. He noted that the newer iPhones are generating more false vehicle accident reports that result when phones are left on top of a car. So far, only one such call proved to be legitimate. He also reported that a Narcan box has been installed in the lobby at the Inverness Post Office with approval from the Post Office staff.

**Marin Wildfire Prevention Authority (MWPA) Report:** Chief Fox presented the monthly report on MWPA activities.

- Chief Fox reported that several residents participated in the chipping event arranged by Fire Safe Marin and manned by the Fire Foundry Staff of Marin County Fire. It was held at the Firehouse.
- He also noted work is continuing on the CEQA requirements for developing emergency evacuation routes.
- GM Redding reported on the ongoing weekly meetings with the West Marin CORE Group to continue working on the areas that will be included in the Public Works Project Environmental Study for work starting in July 2024. IPUD has also had specific meetings about the Inverness region with MWPA staff and Marin County Fire Staff to continue the identification of areas in and around Inverness specifically. The meetings are scheduled to continue through the end of October with final plans to be drafted in November. Woody Elliott asked if there was still a broad plan for a fuel break extending from Limantour Beach to Hearts Desire Beach, which he said Mark Brown had mentioned at one point. Staff responded that this is not something that is necessary or feasible and that the District is not aware that any such specific project is under consideration.

**7. Approve Expenditures and Credit Card Charges: September 2023**

General Manager Redding presented the September 2023 expenditures and credit card ledgers for approval. Director Press asked about the payment to Stinson Beach Fire Protection District. Staff reported that the expenditure was our share of the co-pay for the FEMA grant for the new SCBA units that Stinson Beach Fire had managed.

*M/S Johnson/Press to approve the September 2023 expenditures and credit card purchases as presented. AYES 3, NOES 0*

**8. Committee Meetings/Reports**

Change in Board Meeting Date and Time: GM Redding reported that the results of the poll sent out to Directors and staff resulted in support for changing the day and time of the Board's regular meetings to the third Tuesday of the month at 4 p.m. However, due to the Thanksgiving and Christmas holidays, this year's November and December meetings would be moved up one week, to November 14 and December 12, respectively, both at 4:00 p.m., to which the Board agreed by consensus. A resolution setting the 2024 meeting schedule for 4 p.m. on the third Tuesday of each month will be provided for adoption at the November meeting.

GM Redding reported that the job opening for Water System Superintendent has been posted on several job sites, with plans to publish an ad in the Point Reyes Light and to send out a mailer to area agencies.

**9. Adjournment:** Director Whitney adjourned the meeting at 9:52 a.m. The next regular meeting is re-scheduled for November 14, 2023 at 4:00 pm.

Attest: /s/

Date: 10/25/2023

Shelley Redding, Clerk of the Board



Inverness Public Utility District  
Board Meeting November 14, 2023

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## Agenda Item No. 4

### **Management Report**

- FY 2023/2024 Budget Report 1<sup>st</sup> Qtr
- Quarterly Marin County Water Managers Meeting
- Grant Funding Report
  - DWR Grant Financing Agreement-Final Draft



**Inverness Public Utility District Preliminary Budget vs. Actual  
FY 2023/2024 1st Qtr Detail  
July-Sept 2023**

11/10/2023

				COMBINED Budget	Combined Actual 1st Qtr - July - Sept	Actual/Budget %	District (General Fund)	District Actual 1st Qtr (General Fund)	Fire	Fire Actual 1st Qtr	Water (Enterprise Fund)	Water Actual 1st Qtr
<b>INCOME</b>												
<b>Taxes Income</b>												
	41101	Ad Valorem Property Taxes		613,530	278	0.05%	613,530	278				
	41121	Special Fire Assessment (Restricted)		77,000	3,806	4.94%			77,000	3,806		
	41122	Excess ERAF		140,000	-	0.00%	140,000					
	<b>Total Taxes Income</b>			<b>830,530</b>	<b>4,084</b>	<b>0.49%</b>	<b>753,530</b>	<b>278</b>	<b>77,000</b>	<b>3,806</b>	-	-
<b>Restricted Revenue</b>												
	42131	TOT Taxes (Meas. W) Restricted		150,000	-	0%			150,000			
	42132	MWPA Defensible Space		21,719	1,049	5%			21,719	1,049		
	42133	MWPA Local Projects		21,719	1,049	5%			21,719	1,049		
	<b>Total Restricted Revenue</b>			<b>193,438</b>	<b>2,098</b>	<b>1%</b>	-	-	<b>193,438</b>	<b>2,098</b>	-	-
<b>Water Charges</b>												
	45101	Basic Charge		488,950	81,059	17%					488,950	81,059
	45102	Usage Charges		90,000	15,170	17%					90,000	15,170
	45103	Cross Connection Fees		1,510	204	14%					1,510	204
	45104	Misc Charges		2,000	200	10%					2,000	200
	45107	Uncollectibles										
	<b>Total Water Revenue</b>			<b>582,460</b>	<b>96,633</b>	<b>17%</b>	-	-	-	-	<b>582,460</b>	<b>96,633</b>
<b>Miscellaneous Income</b>												
	45109	Customer Work Overhead		1,000	1,256	126%					1,000	1,256
	47291	Other Income		3,000	-	0%	1,000		500		1,500	
	42134	WMES (Burton Funds) (Restricted)		7,490	-	0%			7,490			
	47114	Merchandise Sales		5,000	550	11%			5,000	550		
	45113	New Service Connection Fee		9,600	-	0%					9,600	
	47211	Interest Income		20,000	172	1%	20,000	172				
		CERBT OPEB Reimbursement		36,477	-	0%	36,477					
		WMCS Grant for IDC		1,000	-	0%			1,000			
	47291	Misc Income			237			237				
	<b>Total Miscellaneous Income</b>			<b>83,567</b>	<b>2,214</b>	<b>3%</b>	<b>57,477</b>	<b>409</b>	<b>13,990</b>	<b>550</b>	<b>12,100</b>	<b>1,256</b>
	<b>TOTAL INCOME</b>			<b>1,689,995</b>	<b>105,029</b>	<b>6%</b>	<b>811,007</b>	<b>687</b>	<b>284,428</b>	<b>6,454</b>	<b>594,560</b>	<b>97,889</b>

				COMBINED Budget	Combined Actual 1st Qtr - July - Sept	Actual/Budget %	District (General Fund)	District Actual 1st Qtr (General Fund)	Fire	Fire Actual 1st Qtr	Water (Enterprise Fund)	Water Actual 1st Qtr
<b>EXPENSES</b>												
<b>Personnel Costs</b>												
	60101	Management		330,106	38,576	12%	171,084	18,452	30,187	10,062	128,835	10,062
	60102	Operations Personnel		327,808	59,172	18%			48,560	8,093	279,248	51,079
	60103	Administrative Personnel		147,275	19,721	13%	98,670	16,978	15,392		33,213	2,744
	60210	Employer Payroll Taxes		61,597	8,985	15%	20,636	2,944	7,202	1,304	33,759	4,736
	60104	Staff Volunteer Wages		2,000	-	0%			2,000			
	60105	Duty Officer		1,000	550	55%			1,000	550		
	60220	Health Insurance Premiums		116,151	25,618	22%	25,924	8,771	20,981	6,323	69,246	10,524
	60251	Retirement Premiums		117,895	18,150	15%	36,144	4,243	19,425	3,776	62,326	10,131

**Inverness Public Utility District Preliminary Budget vs. Actual  
FY 2023/2024 1st Qtr Detail  
July-Sept 2023**

11/10/2023

			COMBINED Budget	Combined Actual 1st Qtr - July - Sept	Actual/Budget %	District (General Fund)	District Actual 1st Qtr (General Fund)	Fire	Fire Actual 1st Qtr	Water (Enterprise Fund)	Water Actual 1st Qtr
	60255	Employee Training Tax	47	-	0%	10		7		30	
	60271	Unfunded Accrued Liability	37,396	36,400	97%	-	214	14,360	13,895	23,036	22,291
	60254	Workers Comp Insurance	22,755	1,947	9%	1,218	1,554	3,700	99	17,837	293
	60221	Retiree Health Benefits	29,270	-	0%	23,520		3,464		2,286	
		<b>Total Personnel Costs</b>	<b>1,193,300</b>	<b>209,119</b>	<b>18%</b>	<b>377,206</b>	<b>53,156</b>	<b>166,278</b>	<b>44,102</b>	<b>649,816</b>	<b>111,860</b>
		<b>Dispatch &amp; Communications</b>									
	63111	Radio/Pager Repair	1,000	2	0.2%			500	2	500	
	63112	Commo Supplies	2,300	801	34.8%			2,000	801	300	
	63113	MERA Operations	13,460	16,862	125.3%			13,460	16,862	-	
		<b>Total Dispatch &amp; Communications</b>	<b>16,760</b>	<b>17,665</b>	<b>105%</b>	<b>-</b>	<b>-</b>	<b>15,960</b>	<b>17,665</b>	<b>800</b>	<b>-</b>
		<b>Collection &amp; Treatment</b>									
	62221	Chemicals	6,500	2,022	31.1%					6,500	2,022
		<b>Total Collection &amp; Treatment</b>	<b>6,500</b>	<b>2,022</b>	<b>31.1%</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>6,500</b>	<b>2,022</b>
		<b>Lab &amp; Monitoring</b>									
	62222	BacT & Raw Samples	4,000	774	19.4%					4,000	774
	62223	Periodic Samples	6,000	90	1.5%					6,000	90
	62224	Lead & Copper	700	1,250	178.6%					700	1,250
		<b>Total Lab &amp; Monitoring</b>	<b>10,700</b>	<b>2,114</b>	<b>19.8%</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>10,700</b>	<b>2,114</b>
		<b>Maintenance &amp; Utilities</b>									
	62311	Equipment Maint	8,500	-	0.0%	1,500		3,000		4,000	
	62312	Building Maint	3,500	278	7.9%	-		3,000	278	500	
	62313	Grounds Maint	1,250	391	31.3%	250		1,000	391		
	62321	Tank Maintenance	1,000	-	0.0%	-				1,000	
	62322	Collection & Treatment Maintenance	5,000	-	0.0%	-				5,000	
	62323	Distribution System Maintenance	6,000	281	4.7%	-				6,000	281
	62324	Collection & Treatment Utilities	20,000	8,789	43.9%	-				20,000	8,789
	62325	Distribution System Utilities	13,000	1,483	11.4%	-				13,000	1,483
	62328	Firehouse Utilities	3,500	847	24.2%	-		3,500	847		
	62329	District Office Utilities	3,000	162	5.4%	3,000	162				
	62326	SCADA Maintenance	6,000	90	1.5%	-				6,000	90
		<b>Total Maintenance &amp; Utilities</b>	<b>70,750</b>	<b>12,321</b>	<b>17.4%</b>	<b>4,750</b>	<b>162</b>	<b>10,500</b>	<b>1,516</b>	<b>55,500</b>	<b>10,643</b>
		<b>Fire Prevention</b>									
	63311	Public Education and Awareness	1,000	-	0.0%			1,000			
	63331	MWPA Defensible Space	21,172	-	0.0%			21,172			
	63332	MWPA Local Projects	21,172	-	0.0%			21,172			
		<b>Total Fire Prevention</b>	<b>43,344</b>	<b>-</b>	<b>0.0%</b>	<b>-</b>	<b>-</b>	<b>43,344</b>	<b>-</b>	<b>-</b>	<b>-</b>
		<b>Storage &amp; Distribution</b>									
	62231	Telemetry	2,000	874	43.7%					2,000	874
	62327	Cross Connect Maintenance	1,000	1,620	162.0%					1,000	1,620
	68112	Miscellaneous	500	-	0.0%					500	
		<b>Total Storage &amp; Distribution</b>	<b>3,500</b>	<b>2,494</b>	<b>71.3%</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,500</b>	<b>2,494</b>

**Inverness Public Utility District Preliminary Budget vs. Actual  
FY 2023/2024 1st Qtr Detail  
July-Sept 2023**

11/10/2023

			COMBINED Budget	Combined Actual 1st Qtr - July - Sept	Actual/Budget %	District (General Fund)	District Actual 1st Qtr (General Fund)	Fire	Fire Actual 1st Qtr	Water (Enterprise Fund)	Water Actual 1st Qtr	
	<b>Supplies and Inventory</b>											
	62211	Supplies and Inventory	19,000	7,736	40.7%	2,000		4,000	951	13,000	6,786	
	62241	Personal Protective Equipment	7,990	10,661	133.4%	-		7,490	10,661	500		
	63314	Resale Merchandise	8,500	-	0.0%	5,000		3,000		500		
	62242	Uniforms	1,750	-	0.0%	250		1,000		500		
	<b>Total Supplies and Inventory</b>		<b>37,240</b>	<b>18,397</b>	<b>49.4%</b>	<b>7,250</b>	<b>-</b>	<b>15,490</b>	<b>11,612</b>	<b>14,500</b>	<b>6,786</b>	
	<b>Training</b>											
	63811	Volunteer Training	3,000	759	25.3%	-		3,000	759			
	63821	Certification and Courses	2,000	410	20.5%	500		1,000		500	410	
	63812	Volunteer Appreciation	1,750	43	2.4%	-		1,750	43			
	63813	Volunteer Stipends	2,000	-	0.0%	-		2,000				
	63814	Volunteer Insurance	4,402	-	0.0%	-		4,402				
	<b>Total Training</b>		<b>13,152</b>	<b>1,212</b>	<b>48.2%</b>	<b>500</b>	<b>-</b>	<b>12,152</b>	<b>802</b>	<b>500</b>	<b>410</b>	
	<b>860 Vehicle Operations</b>											
	62411	Gas & Oil	15,000	2,341	15.6%	-		6,000	762	9,000	1,580	
	62412	Repairs and Service	9,000	4,660	51.8%	-		5,000	2,362	4,000	2,299	
	<b>Total Vehicle Operations</b>		<b>24,000</b>	<b>7,002</b>	<b>29.2%</b>	<b>-</b>	<b>-</b>	<b>11,000</b>	<b>3,123</b>	<b>13,000</b>	<b>3,878</b>	
	<b>Administration</b>											
	63400	Administrative Office Lease	14,500	-	0.0%	14,500						
	63421	Telephone, Internet, Cable	7,780	4,141	53.2%	5,000	2,440	1,080	940	1,700	762	
	63312	Dues & Publications	3,000	1,389	46.3%	1,500		500	1,089	1,000	300	
	65111	Insurance	41,307	560	1.4%	3,042		19,172		19,093	560	
	63531	Financial Reporting/Audit	12,500	7,840	62.7%	5,500	7,140	3,500	700	3,500		
	62212	Office Supplies, Postage	13,500	3,643	27.0%	12,000	2,502	500	925	1,000	216	
	65541	Banking Charges	4,000	-	0.0%	4,000						
	63521	Legal and Attorneys	5,500	-	0.0%	5,000				500		
	63361	Board & Election Expenses	500	30	5.9%	500	30					
	63731	Travel, Meetings, Training	2,000	579	28.9%	500	579	500		1,000		
	63362	Public Relations & Outreach	3,600	4,953	137.6%	3,600	4,355		598			
	63551	IT Support	5,000	2,730	54.6%	5,000	2,730					
	63541	Billing & Collections	5,000	11	0.2%					5,000	11	
	63364	Disaster Council	3,000	580	19.3%	-		3,000	580			
	68112	Miscellaneous	1,500	4,140	276.0%	500	4,140	500		500		
	63532	Other Agency Assessments	6,900	648	9.4%	1,200	648	700		5,000		
	65554	Property Tax Admin Fees	9,500	-	0.0%	8,500		1,000				
		Debt Service (Tenney Tank Loan)	25,494	-	0.0%					25,494		
	<b>Total Administration</b>		<b>139,087</b>	<b>31,243</b>	<b>22.5%</b>	<b>70,342</b>	<b>24,563</b>	<b>30,452</b>	<b>4,831</b>	<b>63,787</b>	<b>1,848</b>	
	<b>TOTAL EXPENSES</b>		<b>1,558,333</b>	<b>303,589</b>	<b>19.5%</b>	<b>460,048</b>	<b>77,882</b>	<b>305,176</b>	<b>83,652</b>	<b>818,603</b>	<b>142,056</b>	
	<b>Ordinary Net Income/Loss</b>		<b>106,168</b>	<b>(198,560)</b>	<b>-187.0%</b>	<b>350,959</b>	<b>(77,195)</b>	<b>(20,748)</b>	<b>(77,198)</b>	<b>(224,043)</b>	<b>(44,167)</b>	

**STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES**

**AGREEMENT NUMBER: 46000XXXXX**

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES  
AND  
INVERNESS PUBLIC UTILITY DISTRICT**

**FOR THE  
INVERNESS TANK REPLACEMENT PROJECT**

**A PART OF THE SMALL COMMUNITY DROUGHT RELIEF PROGRAM**

**FUNDED BY**

**THE BUDGET ACT OF 2021 AS AMENDED  
(STATS. 2022, ch. 44, § 25)**

**FUNDING AGREEMENT BETWEEN  
THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES) AND  
INVERNESS PUBLIC UTILITY DISTRICT**

**<SAP AGREEMENT NUMBER>**

**SMALL COMMUNITY DROUGHT RELIEF PROGRAM**

THIS FUNDING AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" and the Inverness Public Utility District, a Special District in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

1. **PURPOSE.** State shall provide funding pursuant to the Budget Act of 2021, as amended (Stats. 2022, ch. 44, § 25), to the Grantee to assist in financing the Inverness Tank Replacement Project (Project). By executing this Agreement, the Grantee certifies that the purpose of the Project is in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or, (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies.
2. **TERM OF FUNDING AGREEMENT.** The term of this Funding Agreement begins on the date this Funding Agreement is initially executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by June 30, 2025, and no funds may be requested after September 30, 2025.
3. **PROJECT COST.** The reasonable cost of the Project is estimated to be \$1,200,000.
4. **FUNDING AMOUNT.** The maximum amount payable by the State under this Agreement shall not exceed \$1,200,000.
5. **GRANTEE REQUIRED COST SHARE.** Grantee agrees to fund the difference between the actual Project Cost in Paragraph 3 and the amount specified in Paragraph 4, if any.
6. **BASIC CONDITIONS.** State shall have no obligation to disburse money for the Project under this Funding Agreement until Grantee has satisfied the following conditions:
  - A. For the term of this Funding Agreement, Grantee submits timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports."
  - B. Grantee submits all deliverables as specified in Paragraph 13 of this Funding Agreement and in Exhibit A.
  - C. Prior to the commencement of construction or implementation activities, Grantee shall submit the following to the State:
    - i. Final plans and specifications certified by a California Registered Civil Engineer as to compliance for the Project as listed in Exhibit A of this Funding Agreement.
    - ii. Work that is subject to the California Environmental Quality Act (CEQA) and or environmental permitting shall not proceed under this Funding Agreement until the following actions are performed:
      - a. Grantee submits to the State all applicable environmental permits as indicated on the Environmental Information Form to the State, and

- b. Documents that satisfy the CEQA process are received by the State, and
- c. Grantee receives written concurrence from the State of the Lead Agency's CEQA document(s) and State notice of verification of environmental permit submittal.

State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, State will consider the environmental documents and decide whether to continue to fund the Project or to require changes, alterations, or other mitigation. Grantee must also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including environmental impact statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/implementation.

- 7. DISBURSEMENT OF FUNDS. State will disburse to Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations pursuant to any federal statute or regulation. Any and all money disbursed to Grantee under this Funding Agreement shall be deposited in a separate account and shall be used solely to pay Eligible Project Costs.
- 8. ELIGIBLE PROJECT COST. Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B. Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition, legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related to the Project included in this Agreement. Work performed on the Project after June 14, 2023, shall be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to the following items:

- A. Costs incurred prior to June 14, 2023.
- B. Operation and maintenance costs, including post-construction performance and monitoring costs.
- C. Purchase of equipment not an integral part of the Project.
- D. Establishing a reserve fund.
- E. Monitoring and assessment costs for efforts required after Project construction is complete.
- F. Replacement of existing funding sources for ongoing programs.
- G. Payment of federal or state taxes.
- H. Costs incurred as part of any necessary response and cleanup activities required under the Comprehensive Environmental Response, Compensation, and Liability Act; Resource Conservation and Recovery Act; Hazardous Substances Account Act; or other applicable law.
- I. Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirement).
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or land purchased prior to June 14, 2023.

K. Overhead and indirect costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include but are not limited to: central service costs; general administration of the Grantee; non-project-specific accounting and personnel services performed within the Grantee's organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition; conference fees; and, generic overhead or markup. This prohibition applies to the Grantee and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

9. METHOD OF PAYMENT. After the disbursement requirements in Paragraph 6 "Basic Conditions" are met, State will disburse the whole or portions of State funding to Grantee, following receipt from Grantee via US mail or Express mail delivery of a "wet signature" invoice, or an electronic invoice certified and transmitted via DocuSign for costs incurred, including Cost Share, and timely Quarterly Progress Reports as required by Paragraph 13, "Submission of Reports." Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Grantee, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Grantee fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- C. Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
  - i. Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  - ii. Invoices must be itemized based on the categories (i.e., tasks) specified in Exhibit B. The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, timesheets) must be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 4, "Funding Amount" and those costs that represent Grantee's costs, as applicable, in Paragraph 5, "Grantee Required Cost Share."
  - v. Invoices can be submitted by one of the following methods.
    - a. Via email to the State's Project Manager at [Hossein.Aghazeynali@water.ca.gov](mailto:Hossein.Aghazeynali@water.ca.gov)

- b. Mail the invoice with the original "wet signature" to the following address: Hossein Aghazeynali, Department of Water Resources, South Central Region Office, 691 N. Laverne Avenue, Suite 104, Fresno, CA 93727

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs/cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 115, 470, 487-489.)

10. WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Grantee has failed in any other respect to comply with the provisions of this Funding Agreement, and if Grantee does not remedy any such failure to State's satisfaction, State may withhold from Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and State notifies Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 11, the portion that has been disbursed shall thereafter be repaid immediately as directed by State. State may consider Grantee's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 11, "Default Provisions." If State notifies Grantee of its decision to withhold the entire funding amount from Grantee pursuant to this Paragraph, this Funding Agreement shall terminate upon receipt of such notice by Grantee and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.
11. DEFAULT PROVISIONS. Grantee will be in default under this Funding Agreement if any of the following occur:
- A. Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Grantee and State evidencing or securing Grantee's obligations.
  - B. Making any false warranty, representation, or statement with respect to this Funding Agreement, the application, or any documents filed to obtain grant funding.
  - C. Failure to operate or maintain the Project in accordance with this Funding Agreement.
  - D. Failure to make any remittance required by this Funding Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
  - E. Failure to submit timely progress reports.
  - F. Failure to routinely invoice State.
  - G. Failure to meet any of the requirements set forth in Paragraph 12, "Continuing Eligibility."

Should an event of default occur, State shall provide a notice of default to the Grantee and shall give Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via



first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, State may do any of the following:

- A. Declare the funding disbursed be immediately repaid.
- B. Terminate any obligation to make future payments to Grantee.
- C. Terminate the Funding Agreement.
- D. Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Grantee agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

12. CONTINUING ELIGIBILITY. Grantee must meet the following ongoing requirement(s) to remain eligible to receive State funds:
- A. Grantee must adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406) for data sharing, transparency, documentation, and quality control.
  - B. If the Grantee diverting surface water, the Grantee must maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et seq.
  - C. If applicable, maintain compliance with the Urban Water Management Planning Act (Wat. Code, § 10610 et seq.).
  - D. If applicable, maintain compliance with Sustainable Water Use and Demand Reduction requirements outlined in Water Code Section 10608, et seq.
  - E. On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine that the Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.
13. SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager and shall be submitted via email or DWR's "Grant Review and Tracking System" (GRanTS). If requested, Grantee shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F. The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for such project.

- A. Quarterly Progress Reports: Grantee shall submit Quarterly Progress Reports to meet the State's requirement for disbursement of funds. Quarterly Progress Reports shall be sent directly to the Project Manager via email or uploaded via GRanTS, and the State's Project Manager notified of upload. Quarterly Progress Reports shall, in part, provide a brief description of the work performed, Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Quarterly Progress Report should be submitted to the State no later than three months after the execution of the agreement with future reports then due on successive three-month increments based on the invoicing schedule and this date.
  - B. Project Completion Report: Grantee shall prepare and submit to State a Project Completion Report for the Project. Grantee shall submit the Project Completion Report within ninety (90) calendar days of project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during the Project. The Project Completion Report shall also include, if applicable, certification of final project by a registered civil engineer, consistent with Standard Condition D.17, "Final Inspections and Certification of Registered Civil Engineer". A DWR "Certification of Project Completion" form will be provided by the State.
14. OPERATION AND MAINTENANCE OF PROJECT. For the useful life of construction and implementation projects and in consideration of the funding made by State, Grantee agrees to ensure or cause to be performed the commencement and continued operation of the Project, and shall ensure or cause the Project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. Grantee or their successors may, with the written approval of State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Funding Agreement, "useful life" means period during which an asset, property, or activity is expected to be usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal of Grantee to ensure operation and maintenance of the Project in accordance with this provision may, at the option of State, be considered a breach of this Funding Agreement and may be treated as default under Paragraph 11, "Default Provisions."
15. NOTIFICATION OF STATE. Grantee shall promptly notify State, in writing, of the following items:
- A. Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Grantee agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Grantee shall make such notification at least 14 calendar days prior to the event.

- C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
- D. The initiation of any litigation or the threat of litigation against the Grantee regarding the Project or that may affect the Project in any way.
- E. Final inspection of the completed work on a project by a Registered Civil Engineer, in accordance with Standard Condition D.17, "Final Inspections and Certification of Registered Civil Engineer." Grantee shall notify the State's Project Manager of the inspection date at least 14 calendar days prior to the inspection in order to provide State the opportunity to participate in the inspection.
16. **NOTICES.** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
- A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By "overnight" delivery service, provided that next-business-day delivery is requested by the sender.
  - D. By electronic means.
  - E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.
17. **PERFORMANCE EVALUATION.** Upon completion of this Funding Agreement, Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.
18. **PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Funding Agreement are as follows:
- |   |   |
|---|---|
| Department of Water Resources   | Inverness Public Utility District   |
| Arthur Hinojosa   | Shelley Redding   |
| Manager, Division of Regional Assistance  | General Manager   |
| P.O. Box 942836   | 50 Inverness Way  |
| Sacramento, CA 94236  | Inverness, CA 94937   |
| Phone: (916) 902-6713   | Phone: (415) 669-1414   |
| Email: <a href="mailto:Arthur.Hinojosa@water.ca.gov">Arthur.Hinojosa@water.ca.gov</a> | Email: <a href="mailto:shelley.redding@invernesspud.com">shelley.redding@invernesspud.com</a> |

Direct all inquiries to the Project Manager:

Department of Water Resources  
Hossein Aghazeynali, PE  
Water Resources Engineer  
691 N. Laverne Avenue, Suite 104  
Fresno, CA 93727  
Phone: (559) 547-1159  
Email: [Hossein.Aghazeynali@water.ca.gov](mailto:Hossein.Aghazeynali@water.ca.gov)

Inverness Public Utility District  
Jim Fox  
Fire Chief, Water Superintendent  
50 Inverness Way  
Inverness, CA 94937  
Phone: (415) 669-1414  
Email: [jim.fox@invernesspud.org](mailto:jim.fox@invernesspud.org)

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19. STANDARD PROVISIONS AND INTEGRATION. This Funding Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

Exhibit A – WORK PLAN

Exhibit B – BUDGET

Exhibit C – SCHEDULE

Exhibit D – STANDARD CONDITIONS

Exhibit E – GRANTEE'S AUTHORIZING RESOLUTION

Exhibit F – REPORT FORMATS AND REQUIREMENTS

Exhibit G – STATE AUDIT DOCUMENT REQUIREMENTS

Exhibit H – INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

Exhibit I – APPRAISAL SPECIFICATIONS

Exhibit J – ADVANCE PAYMENT

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

INVERNESS PUBLIC UTILITY DISTRICT

\_\_\_\_\_  
Arthur Hinojosa, Manager  
Division of Regional Assistance

\_\_\_\_\_  
Shelley Redding, General Manager

Date \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Legal Form and Sufficiency

\_\_\_\_\_  
Robin Brewer, Assistant General Counsel  
Office of General Counsel

Date \_\_\_\_\_

DRAFT - FINAL REVIEW

## **Exhibit A WORK PLAN**

**Project Title:** Inverness Tank Replacement Project

**Grantee:** Inverness Public Utility District

**Project Description:** The Project is comprised of replacing four existing leaking redwood water storage tanks to provide drought resiliency to the Grantee's water system.

### **Task 1 – Project Administration**

This task includes project administration, invoicing, and reporting.

Project administration includes working with DWR to develop and execute the Grant Agreement, administration of the Project including overseeing the budget and schedule, making payments to engineers and contractors after inspections and/or approval of work, and other activities related to the completion of the Project. Includes attending weekly/monthly meetings (as needed) with the DWR Project Manager.

Invoicing includes preparing and submitting invoices and appropriate backup documentation to the DWR Project Manager describing the work completed and listing the costs incurred during the billing cycle.

Reporting includes preparing and submitting progress reports. Prepare quarterly reports and submit them to DWR. Draft Grant Completion Report and submit for DWR comment. Prepare final Grant Completion Report incorporating DWR comments. All reports should be prepared as specified in Exhibit F of this Agreement.

#### **Deliverables:**

- Invoices and supporting documents
- Quarterly progress reports
- Draft Grant completion report
- Final Grant completion report

### **Task 2 – CEQA Documentation and Permitting**

This task includes filling out the Environmental Information Form (EIF) and preparing CEQA documentation for the Project. The EIF and the CEQA documentation need to be submitted to the DWR's project manager for review and concurrence prior to the beginning of construction. This task also includes obtaining all the required permits and agreements with other entities to complete the Project.

#### **Deliverables:**

- Environmental Information Form
- Final CEQA documentation
- Other required permits

### **Task 3 – Design and Contracting**

This task includes preparing final engineering design plans, technical specifications, and cost estimates for replacing four existing leaking redwood water storage tanks. The engineering design shall be detailed enough for construction such that requests for information from contractors are minimized during the construction.

This task also includes preparing bid documents, advertising the construction of the Project, and awarding the contracts.

#### **Deliverables:**

- All design documents
- 50%, 90%, and 100% design plans, specifications, and cost estimates
- Copy of Bid Documents
- Proof of advertisement
- Bid Summary
- Copy of awarded contracts
- Copy of notice to proceed

### **Task 4 – Construction**

This task includes the construction of the Project as specified in the final design plans and technical specifications. This task includes replacing four redwood water storage tanks

#### **Deliverables:**

- Construction pictures

### **Task 5 – Construction Management**

This task includes construction staking and performing construction inspection, labor compliance, and engineering support during construction including responding to contractor requests for information, construction management, as-built drawings preparation, and Project closeout.

#### **Deliverables:**

- Construction schedules
- Change orders if any
- As-built drawings

**Exhibit B**  
**BUDGET**

All work associated with the Project must be completed prior to payment of retention. Backup documentation for cost share will not be reviewed for the purposes of invoicing. The Grantee is required to maintain all financial documents related to the Project in accordance with Exhibit G (State Audit Document Requirements for Grantees).

<b>Task</b>	<b>Funding Amount</b>
Task 1 – Project Administration	\$50,000
Task 2 – CEQA Documentation and Permitting	\$25,000
Task 3 – Design and Contracting	\$75,000
Task 4 – Construction	\$1,000,000
Task 5 – Construction Management	\$50,000
<b>Grand Total</b>	<b>\$1,200,000</b>



**Exhibit C**  
**SCHEDULE**

<b>Task</b>	<b>Start Date</b>	<b>End Date</b>
Task 1 – Project Administration	06/14/2023	06/30/2025
Task 2 – CEQA Documentation and Permitting	06/14/2023	12/31/2024
Task 3 – Design and Contracting	06/14/2023	12/31/2024
Task 4 – Construction	06/14/2023	06/30/2025
Task 5 – Construction Management	06/14/2023	06/30/2025

DRAFT - FINAL REVIEW

**Exhibit D**  
**STANDARD CONDITIONS**

**D.1. ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:**

- A. **Separate Accounting of Funding Disbursements:** Grantee shall account for the money disbursed pursuant to this Funding Agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
- B. **Disposition of Money Disbursed:** All money disbursed pursuant to this Funding Agreement shall be deposited in a separate account, administered, and accounted for pursuant to the provisions of applicable law.
- C. **Remittance of Unexpended Funds:** Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.

**D.2. ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

**D.3. AMENDMENT:** This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

**D.4. AMERICANS WITH DISABILITIES ACT:** By signing this Funding Agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

**D.5. AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State

may elect to pursue any remedies provided in Paragraph 11 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement.

- D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Funding Agreement does not appropriate sufficient funds for this program, this Funding Agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Funding Agreement and Grantee shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State or offer a Funding Agreement amendment to Grantee to reflect the reduced amount.
- D.7. **CEQA:** Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 11.
- D.8. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:
- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
  - B. The Grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a

resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

- D.10. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.
- D.11. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
  - B. **Former State Employees:** For the two-year period from the date, he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date, he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
  - C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
  - D. **Employees and Consultants to the Grantee:** Individuals working on behalf of the Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

- D.13. DELIVERY OF INFORMATION, REPORTS, AND DATA: Grantee agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14. DISPOSITION OF EQUIPMENT: Grantee shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory, State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15. DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by the Government Code section 8355.
  - B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
    - i. The dangers of drug abuse in the workplace,
    - ii. Grantee's policy of maintaining a drug-free workplace,
    - iii. Any available counseling, rehabilitation, and employee assistance programs, and
    - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
  - C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
    - i. Will receive a copy of Grantee's drug-free policy statement, and
    - ii. Will agree to abide by terms of Grantee's condition of employment, contract, or subcontract.
- D.16. EASEMENTS: Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Funding Agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in the first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.

Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State

permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.

Failure to provide an easement acceptable to the State may result in termination of this Agreement.

- D.17. FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED CIVIL ENGINEER: Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Civil Engineer that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Funding Agreement.
- D.18. GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.
- D.19. GRANTEE'S RESPONSIBILITIES: Grantee and its representatives shall:
- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Project Exhibit B (Budget) and Exhibit C (Schedule).
  - B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
  - C. Comply with all applicable California, federal, and local laws and regulations.
  - D. Implement the Project in accordance with applicable provisions of the law.
  - E. Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
  - F. Obtain any and all permits, licenses, and approvals required for performing any work under this Funding Agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
  - G. Be solely responsible for design, construction, and operation, and maintenance of the Project. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
  - H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- D.20. INDEMNIFICATION: Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including any breach of this Agreement. Grantee shall require its contractors or subcontractors

to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

- D.21. INDEPENDENT CAPACITY: Grantee, and the agents and employees of the Grantee, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.22. INSPECTION OF BOOKS, RECORDS, AND REPORTS: During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.
- D.23. INSPECTIONS OF PROJECT BY STATE: State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.24. LABOR CODE COMPLIANCE: The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.25. MODIFICATION OF OVERALL WORK PLAN: At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C that concern the budget and schedule without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.26. NONDISCRIMINATION: During the performance of this Funding Agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and

harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

- D.27. OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.28. PERFORMANCE BOND: Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
- D.29. PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.30. PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.31. PROJECT ACCESS: The Grantee shall ensure that the State, the Governor of the State, or any authorized representatives of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.
- D.32. REMAINING BALANCE: In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Funding Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed, and any remaining balance will be disencumbered and unavailable for further use under this Funding Agreement.
- D.33. REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.34. RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Grantee for reimbursement of Eligible Project Costs until the Project is completed and Final



Report is approved. Any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest, upon completion of the Project.

- D.35. RIGHTS IN DATA: Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this Paragraph for any public purpose.
- D.36. SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.
- D.37. SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both if the State determines that:
- A. Grantee, its contractors, or subcontractors have made a false certification, or
  - B. Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.38. SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.39. TERMINATION BY GRANTEE: Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.
- D.40. TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 11, the State may terminate this Funding Agreement and be relieved of any payments should Grantee fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 11.
- D.41. TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.42. THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.43. TIMELINESS: Time is of the essence in this Funding Agreement.
- D.44. TRAVEL: Travel includes the reasonable and necessary costs of transportation, subsistence, and other associated costs incurred by personnel during the term of this Funding Agreement. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources for excluded employees. These rates may

be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

Reimbursement will be at the State travel and per diem amounts that are current as of the date costs are incurred. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

- D.45. **UNION ORGANIZING:** Grantee, by signing this Funding Agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Grantee, by signing this Funding Agreement, hereby certifies that:
- A. No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
  - B. Grantee shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
  - C. Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
  - D. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee will maintain records sufficient to show that no State funds were used for those expenditures and that Grantee shall provide those records to the Attorney General upon request.
- D.46. **VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.47. **WAIVER OF RIGHTS:** None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**Exhibit E**  
**GRANTEE'S AUTHORIZING RESOLUTION**

*Inverness Public Utility District*

**RESOLUTION 282-2023**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE INVERNESS PUBLIC UTILITY DISTRICT  
AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND  
EXECUTION FOR THE DWR DROUGHT RELIEF PROGRAM TANK  
REPLACEMENT PROJECT**

**WHEREAS**, Inverness Public Utility District proposes to implement the DWR Drought Relief Program Tank Replacement Project; and

**WHEREAS**, DWR Drought Relief Program Tank Replacement Project is being implemented in response to a drought scenario, as defined by Water Code section 13198(a) and is intended to: (1) address immediate impacts on human health and safety; (2) address immediate impacts on fish and wildlife resources; or (3) provide water to persons or communities that lose or are threatened with the loss or contamination of water supplies; and

**WHEREAS**, Inverness Public Utility District has legal authority and is authorized to enter into a funding agreement with the State of California; and

**WHEREAS**, Inverness Public Utility District intends to apply for grant funding from the California Department of Water Resources for the DWR Drought Relief Program Tank Replacement Project;

**THEREFORE, BE IT RESOLVED** by the Board of Directors of the Inverness Public Utility District as follows:

1. That pursuant and subject to all the terms and provisions of Budget Act of 2021, as amended (Stats. 2022, ch. 44, §25), the Inverness Public Utility District's General Manager is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources and take such other actions as necessary or appropriate to obtain grant funding.
2. The Inverness Public Utility District's General Manager is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The Inverness Public Utility District's General Manager is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

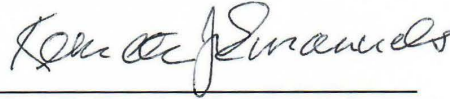
**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Inverness Public Utility District on the 26<sup>th</sup> day of July, 2023, by the following vote, to wit:

Inverness Public Utility District

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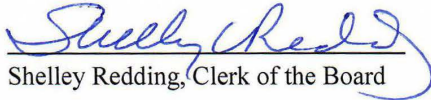
Resolution 282-2023

**AYES:** Directors Kenneth Emanuels, Kathryn Donohue, David Press  
**NOES:** None  
**ABSTAINING:** None  
**ABSENT:** Directors Dakota Whitney, Brent Johnson



\_\_\_\_\_  
Kenneth J. Emanuels, President

ATTEST:

  
Shelley Redding, Clerk of the Board

\*\*\*\*\*

*I hereby certify that the foregoing instrument is a true and correct copy of the original of Resolution 282-2023 on record in this office, and that subsequent to its adoption no provision of Resolution 282-2023 has been amended, modified, or revoked by the governing body.*

\_\_\_\_\_, Clerk of the Board, Inverness Public Utility District,  
County of Marin, State of California.

By \_\_\_\_\_

Date \_\_\_\_\_

## Exhibit F

### REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

#### 1. PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information.

##### PROJECT STATUS

Describe the work performed during the time period covered by the report including but not limited to:

##### PROJECT INFORMATION

- Legal matters
- Engineering Evaluations
- Environmental matters
- Status of permits, easements, rights-of-way, rights of entry, and approvals as may be required by other State, federal, and/or local agencies
- Major accomplishments during the quarter (i.e., tasks completed, milestones met, meetings held or attended, press releases, etc.)
- Issues/concerns that have, will, or could affect the schedule or budget, with a recommendation on how to correct the matter
- Describe differences between the work performed and the work outlined in the Overall Work Plan, including change orders
- Demonstrate financial ability to pay local cost share of Eligible Project Costs required to complete the Project
- Estimate the percentage completion of the overall project
- Identify key issues that need to be resolved
- Photos documenting progress

##### COST INFORMATION

- Provide a list showing all project costs incurred during the time period covered by the report by the Grantee and each contractor working on the Project and which of these costs are Eligible Project Costs
- A discussion on how the actual budget is progressing in comparison to the project budget included in the Overall Work Plan
- A list of any changes approved to the budget in accordance with Funding Agreement and a revised budget, by task, if changed from latest budget in the Overall Work Plan
- A discussion of whether there have been any changes to the Grantee's finance plan for payment of the Grantee's share of Eligible Project Costs

## SCHEDULE INFORMATION

- A schedule showing actual progress versus planned progress
- A discussion on how the actual schedule is progressing in comparison to the original or last reported schedule
- A list of any changes approved to the Schedule in accordance with Funding Agreement and a revised schedule, by task, if changed from latest reported schedule

## **2. PROJECT COMPLETION REPORT**

Project Completion Reports shall generally use the following format.

EXECUTIVE SUMMARY – Should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original application
- Description of actual work completed and any deviations from the work plan identified in the Funding Agreement

REPORTS AND/OR PRODUCTS – The following items should be provided

- Final Evaluation report
- Electronic copies of any data collected, not previously submitted
- As-built drawings
- Final geodetic survey information
- Self-Certification that the Project meets the stated goal of the funding agreement (e.g., 100-year level of flood protection, HMP standard, PL-84-99, etc.)
- Project photos
- Discussion of problems that occurred during the work and how those problems were resolved
- A final project schedule showing actual progress versus planned progress

COSTS AND DISPOSITION OF FUNDS – A list showing:

- The date each invoice was submitted to State
- The amount of the invoice
- The date the check was received
- The amount of the check (If a check has not been received for the final invoice, then state this in this section.)
- A summary of the payments made by the Grantee for meeting its cost sharing obligations under this Funding Agreement.
- A summary of final funds disbursement including:
  - Labor cost of personnel of agency/ major consultant /sub-consultants. Indicate personnel, hours, rates, type of profession, and reason for consultant, i.e., design, CEQA work, etc.

- Evaluation cost information, shown by material, equipment, labor costs, and any change orders
- Any other incurred cost detail
- A statement verifying separate accounting of funding disbursements
- Summary of project cost including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed; and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original project cost estimate.

ADDITIONAL INFORMATION – Any relevant additional Information should be included.

DRAFT - FINAL REVIEW

## Exhibit G

### STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Grantees. List of documents pertains to both State funding and Grantee's Cost Share, if any, and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Grantees should ensure that such records are maintained for three (3) years after final disbursement pursuant to this Agreement.

#### State Audit Document Requirements

##### Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State-funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

##### State Funding:

1. Original Funding Agreement, any amendment(s), and budget modification documents.
2. A listing of all grants, loans, or subventions received from the State.
3. A listing of all other funding sources for the Program/Project.

##### Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State-funded Program/Project.

##### Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests, and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

##### Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposits of the payments received from the State.



3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Funding Agreement related correspondence.

DRAFT - FINAL REVIEW

## Exhibit H

### INFORMATION NEEDED FOR ESCROW PROCESSING AND CLOSURE

The Grantee must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Funding Agreement and after a qualified appraisal has been approved.

- Name and Address of Title Company Handling the Escrow
- Escrow Number
- Name of Escrow Officer
- Escrow Officer's Phone Number
- Dollar Amount Needed to Close Escrow
- Legal Description of Property Being Acquired
- Assessor's Parcel Number(s) of Property Being Acquired
- Copy of Title Insurance Report
- Entity Taking Title as Named Insured on Title Insurance Policy
- Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- Copy of Final Escrow Instructions
- Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title
- Copy of Deed for Review Purposes Prior to Recording
- Copy of Deed as Recorded in County Recorder's Office
- Copy of Escrow Closure Notice

## Exhibit I

### APPRAISAL SPECIFICATIONS

For property acquisitions funded this Funding Agreement, the Grantee must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

1. Title page with sufficient identification of appraisal assignment.
2. Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
3. Table of contents.
4. Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
5. Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
6. Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
7. Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
8. Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
9. A legal description of the subject property, if available.
10. For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
11. Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
12. Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the state. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
13. Regional, area, and neighborhood analyses. This information may be presented in a summary format.
14. Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
15. Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite

improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

16. Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
17. Subject property leasing and operating cost history, including all items of income and expense.
18. Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
19. Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
20. For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
21. Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
22. All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
23. Map(s) showing all comparable properties in relation to the subject property.
24. Photographs and plat maps of comparable properties.
25. In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
26. Comparable data sheets.
  - a) For sales, include information on grantor/grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks

such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.

- b) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
  - c) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.
27. For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.
28. For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
29. There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
30. For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
31. Implied dedication statement.
32. Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
33. Discussion of any departures taken in the development of the appraisal.
34. Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
35. If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
- a) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
  - b) An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

## Exhibit J ADVANCE PAYMENT

Water Code section 13198.4(c) authorizes advanced payment by the State for grantees that demonstrate cash flow issues. A project may receive an advanced payment of twenty-five (25) percent of its grant award; the remaining seventy-five (75) percent of the grant award will be reimbursed in arrears after the advanced funds have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

- A. If the Grantee is requesting the advanced payment, the request(s) shall include:
  1. Descriptive information of each project with an update on project status
  2. Description and documentation of the cash flow issues the Grantee has that requires funds to be advanced
  3. The names of the entities that will receive the funding for each project
  4. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
  5. Any other information that DWR may deem necessary
- B. Upon review and approval of the Advanced Payment Request, DWR may authorize payment of the requested amount or a lesser amount for those entities that have requested advanced funds. Based on the project's Funding Plan and other considerations, DWR may develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.
- C. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" containing the request for each project requesting advanced funds, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 18, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds. The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:
  1. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
  2. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
  3. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the

tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

4. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
  - i. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
  - ii. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
  - iii. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
  - iv. Proof of distribution of advanced funds, if applicable.
- D. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 9, "Method of Payment."



Inverness Public Utility District  
Board Meeting November 14, 2023

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## Agenda Item No. 5

### **Water System Report**

- October 2023
- AR Report: Sept-Oct 2023
- Water Usage Chart
- Water System SCADA





**INVERNESS PUBLIC UTILITY DISTRICT**

FIRE DEPARTMENT • WATER SYSTEM

POST OFFICE BOX 469

INVERNESS, CA 94937

(415) 669-1414 • FAX (415) 669-1010 • INFO@INVERNESSPUD.ORG

**OCTOBER 2023 - WATER SYSTEM REPORT**

/ **End of October Stream-Flows** \

<b>End of OCTOBER Statistics</b>	<b>Oct 2023</b>	<b>Oct 2022</b>	<b>DIVERSION</b>	<b>2 0 2 3</b>	<b>Oct 2022</b>	
				<b>GPM</b>	<b>GPD</b>	
					<b>GPM</b>	
<b>RAINFALL @ F1</b>	Recorded at F1	(@ F1)	D1	6	8,640	2
Monthly total (in inches ")	1.07"	0.20"	D2	24	34,560	11
For Year to date (7/01 -to 11/01)	1.39"	1.23"	D3	15	21,600	8 <sup>1/2</sup>
Avg. yearly since 1925 (inches)	37.39"	37.26"	D4	10	14,400	6
<b>* End Month Streamflow trends</b>	<b>August 2023</b>	<b>Sept. 2023</b>	D5	16	23,040	10
*upper diversions total in gpm	234,000 gpd	195,840gpd	D6	16	23,040	9
*May 22-July 23;:127; 92;82;55;60;58; 71;660;595;695;480;780;480;335;200;	162 <sup>1/2</sup> gpm	136 gpm	D7	20	28,800	10
<b>PREVIOUS 3-MONTH's Production:</b>	<b>Aug 2023</b>	<b>Sept 2023</b>	D8	6	8,640	1 <sup>1/2</sup>
<b>July 2023: 2,570,500 gallons</b>	2,596,100 gal	2,221,200	<b>TOTALS-&gt;</b>	<b>113</b>	<b>162,720</b>	<b>58</b>
82,919 Avg. gallons per day <b>57.6 Average gpm usage*</b>	83,745 gpd* <b>58.2 gpm</b>	74,000 gpd <b>51.4 gpm</b>	<b>OCTOBER PRODUCTION &amp; SYSTEM USAGE PATTERNS</b>			
<b>SOURCES USED</b>	<b>(Oct. 2023 )</b>	<b>(Oct. 2022 )</b>	<b>USE BY</b>	<b>ZONE</b>	<b>2023</b>	<b>2022</b>
1 <sup>st</sup> Valley High Intakes (D1,2, 3)	51 %	28%	Colby	771,200(-)	34.7 %	39.7%
2 <sup>nd</sup> Valley High Intakes (D5,D6)	32 %	31%	Tenney	1,013,800(+)	45.6 %	35.7%
3 <sup>rd</sup> Valley Intakes (D 7,8)	17 %	22%	Conner	60,600 (+)	2.7 %	2.7%
1st Valley lower intake (L1)	0 %	19%	Stockstill	300,100(-)	10.6 %	11.3%
2 <sup>nd</sup> Valley lower (L2 )	0 %	0%	Sea Haven	186,000(-)	6.4 %	10.6%
Wells (W1,W2,.W3 )	nil %	<1/2%	<b>OCT. PROD</b>	<b>2,223,500</b>	<b>100.0 %</b>	<b>100.0 %</b>
<b>TOTAL</b>	<b>100 %</b>	<b>100%</b>				

(\* gpd = gallons per day; gpm = gallons per minute; ppm= parts per million)

**[OCTOBER AVERAGE 71,300 gal/day = 49.5 gpm**

Trending Note: daily usage down significantly from prior month

**Water Quality**

All sources Ultra and Nano filtered; chlorine and turbidity correct continuously; no positive coliform bacteria samples from distribution sample grabs. Samples of distribution water tested twice monthly and influent raw water sources are being collected once a month for lab analysis of coliform content. Average CL<sub>2</sub> dose at F1→ 0.54 ppm; Average CL<sub>2</sub> dose at F3→ >@0.66 ppm

**1. Major Activities**

2. Monthly reports sent to CA RWQCB DHS / had call from Elliot Nguyen of SWRCB Drinking Water Division re: lead sampling
3. Regular flushing of 4" iron main on Via de la Vista & Escondido 2" PVC lines
4. F1: power outage due to PG&E scheduled power line work in area
  - o Replaced prefilters both on Nano Units
  - o F1 air compressor malfunction stopped plant ultra filters. Resolved by servicing solenoid-acting valve
5. F2 cleared & chipped brush and other vegetation from building and cleared trail
6. F3 CIP cleaning of Nano Unit started and in progress
  - o Uncovered & repaired small leak in 2" production line to Sea Haven (coupling had held w/o glue for 40 years)
7. Colby yard. Cleared more vegetation
8. Watershed roads & trail clearing and chipping continued.
9. All customer meters read: Found leak on Keith Way where @ 254,000 gallons swallowed up by a thirsty redwood tree
10. Leak reported by a resident on Hawthornden. Shut service to house at meter, plumber to repair
11. Underground Service Alerts (USA): Marked water lines for notified proposed excavations or drilling
12. SCADA: 1-day problem with Stockstill Millerton radios communication/ seemingly resolved by itself

## Water Customer Accounts Receivable Totals, Sept./Oct. 2023

- The Accounts Receivable balance on September 1, 2023, consisted of:

Current balances (from bills sent out on August 28, 2023)	102,968.61	
Past-due balances (4.39% of total accounts receivable)	<u>4,726.44</u>	
<b>Beginning Accounts Receivable balance on Sept. 1, 2023:</b>		<b><u>107,695.05</u></b>
- During Sep/Oct, we received the following **payments** from our customers:

Electronic payments:	72,405.95	(74.5%)	
Payments by check:	<u>24,732.97</u>	(25.5%)	
<b>Total payments received:</b>			<b>- 97,138.92</b>
- During Sep/Oct, we posted the following **charges** to our customers' accounts:

Write-offs:	--		
Adjustments:	--		
Basic charges (future):	81,177.12	(518 Basic charges billed on 10/27 for <u>Nov/Dec</u> *)	
X-C charges (future):	226.62	(18 Cross-Connection charges billed 10/27 for <u>Nov/Dec</u> )	
Usage charges (net):	27,470.24	(Usage charges billed 10/27 for 8/24 to 10/24/23 <sup>†</sup> )	
Misc. charges:	325.00	(Such as account setup charges, late payment charges)	
Refused payments:	0.00		
Refunds:	<u>150.85</u>	(2 closed account credit balance refunds)	
<b>Total charges posted:</b>			<b>+ 109,349.83</b>
- Thus, the Accounts Receivable balance on October 31 (the end of the period) was: **119,905.96**  
(of which 9.89%, or \$11,864.76, was past due)

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\* Bimonthly Basic Charges (for Nov/Dec): 515 customers at \$157.32; 1 Lifeline customer at \$78.66; 2 Lifeline customers at \$39.33

<sup>†</sup> Total billed usage was \$28,221.24, less 1 credit of \$751.00 for a leak adjustment.

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### Reconciliation with BofA checking account:

There were two deposits in transit on 10/31/2023, totaling \$330.33. Thus, the A/R balance on the District's books as of 10/31 should be \$120,236.29.

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**Scheduled AutoPay receipts: \$53,272.53 on November 17, 2023 (from 298 customers, which is 57.5% of the total of 518 billed customers).**

**A temporary security debit to IPUD's checking account in the amount of \$53,272.53 will be made on or about November 15, 2023 (subject to adjustments).**

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**Report on Number of Discontinuations of Residential Service** (pursuant to paragraph (g) of IPUD Water System Regulation 303 and in compliance with Chapter 6, "Discontinuation of Residential Water Service," of Part 12, Division 104, of the Health and Safety Code (HSC) of the State of California)

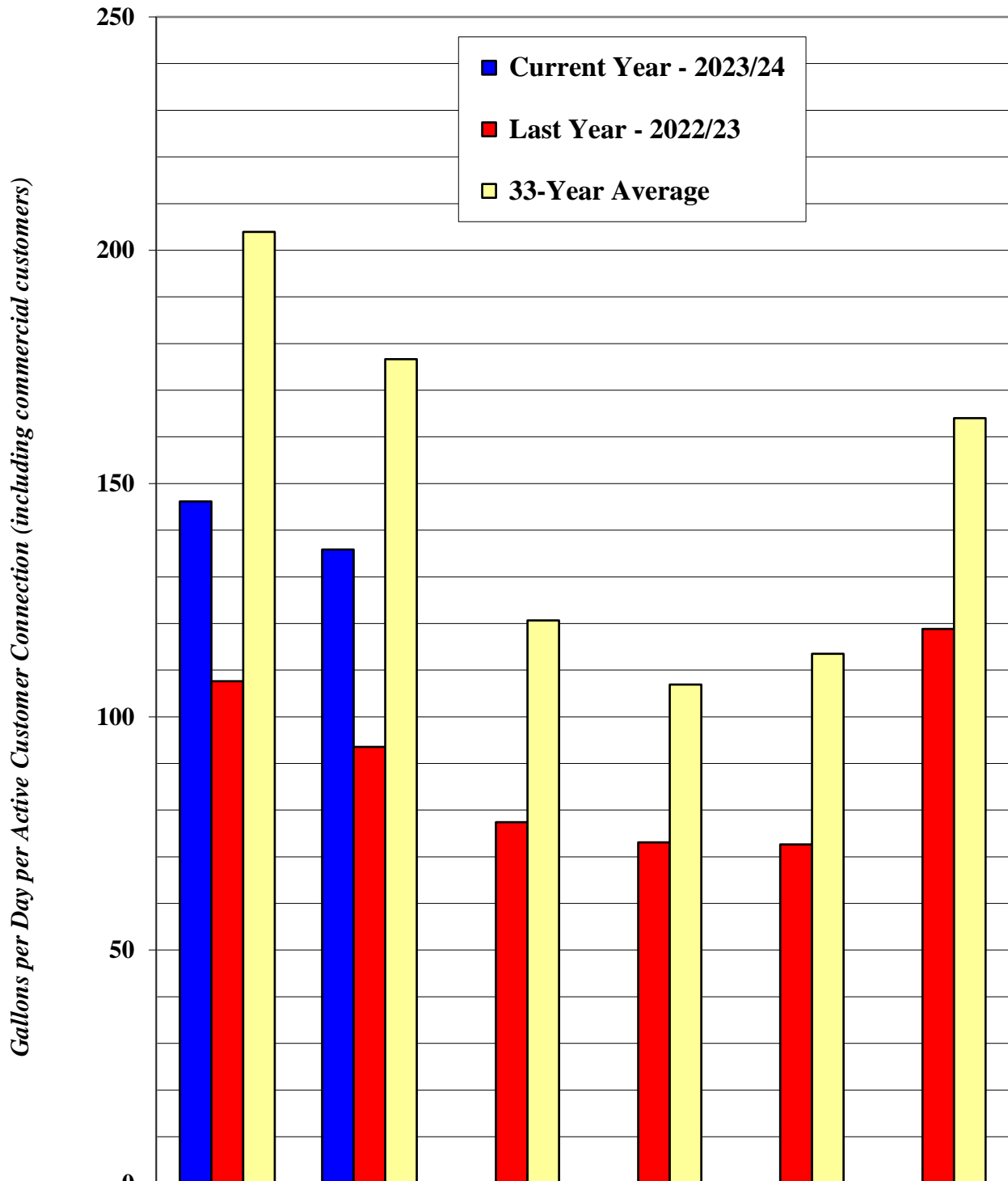
Period covered: September/October 2023

Number of residential services discontinued for inability to pay during the covered period: 0

Number of residential services discontinued for inability to pay during a previous period and still on discontinued status at the close of the covered period: 0

*Inverness Public Utility District Water System*

## Average Daily Water Usage per Active Customer



■ Current Year - 2023/24	146.1457385	135.8365499	0	0	0	0
■ Last Year - 2022/23	107.7	93.6	77.4	73.1	72.6	118.8
■ 33-Year Average	204.0	176.7	120.7	106.9	113.5	164.0



Inverness Public Utility District  
Board Meeting November 14, 2023

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## Agenda Item No. 7

### **Fire Department Report**

- October 2023
- Marin Wildfire Prevention (MWPA)

# FIRE DEPARTMENT REPORT

## October 2023

### INCIDENTS:

#	Date	
#23-114	10/2	<b>Smoke alarm @ 35 Escondido</b> for Carbon Monoxide alarm. No merit. <i>Attendance:</i> David Briggs
#23-115	10/6	<b>EMS @ Pine Hill</b> for a fall with broken leg and arm. M94 transport. <i>Attendance:</i> David Briggs, Dennis Holton, Ken Fox, Tim Olson
#23-116	10/10	<b>Lift assist @ Pine Hill.</b> <i>Attendance:</i> Ken Fox, David Briggs
#23-117	10/12	<b>Lift assist @ Pine Hill.</b> <i>Attendance:</i> Greg Eastman, David Briggs
#23-118	10/13	<b>Accidental entry</b> <i>Attendance:</i>
#23-119	10/13	<b>Lift assist @ Pine Hill</b> <i>Attendance:</i> No Inverness personnel available.
#23-120	10/14	<b>Vehicle accident @ 14801 SFD.</b> Non-injury <i>Attendance:</i> Dennis Holton, David Briggs
#23-121	10/15	<b>EMS @ Perth Way.</b> Private transport <i>Attendance:</i> David Briggs, Brian Cassel, Jacob Leyva, Ken Fox
#23-122	10/15	<b>Vehicle accident @ 27001 SFD.</b> Inverness cancelled. <i>Attendance:</i> Jim Fox, David Briggs, Greg Eastman, Jacob Leyva, Ken Fox, Tom Fox.
#23-123	10/18	<b>EMS @ 6 Pine Hill</b> for chest pain. M94 transport <i>Attendance:</i> Jim Fox, David Briggs, Brian Cassel, Ken Fox, Tim Olson, Tom Fox.
#23-124	10/20	<b>EMS @ 6 Pine Hill</b> for trouble breathing. M94 transport <i>Attendance:</i> Jim Fox, David Briggs, Ken Fox, Tim Olson, Tom Fox
#23-125	10/21	<b>Fire alarm @ Inverness School.</b> No merit. <i>Attendance:</i> Jim Fox, Tim Olson
#23-126	10/22	<b>Fire alarm @ 350 Via de la Vista.</b> No merit. <i>Attendance:</i> Jim Fox
#23-127	10/23	<b>EMS @ Laurel View Way</b> for abdominal pain. M94 transport <i>Attendance:</i> Jim Fox, Greg Eastman, Ken Fox, Tim Olson, Tom Fox
#23-128	10/25	<b>Propane leak @ 12781 SFD.</b> No hazard. <i>Attendance:</i> Jim Fox, David Briggs
#23-129	10/26	<b>EMS @ Campolindo Rd.</b> for cardiac arrest. Confirmed 1055. <i>Attendance:</i> Jim Fox, David Briggs
#23-130	10/31	<b>Vehicle accident @ 499 Mesa Rd.</b> Non-injury <i>Attendance:</i> David Briggs, Cassidy Russell, Jacob Leyva, Ken Fox, Tim Olson
#23-131	10/31	<b>Vehicle accident @ 27099 SFD</b> for motorcycle down. Minor injuries. M94 transport. <i>Attendance:</i> David Briggs, Greg Eastman, Jay Borodic

### TRAININGS:

October 10: SCBA training.

*Attendees:* Greg Eastman, Tom Fox, David Briggs, Tim Olson

October 31: SCBA training.

*Attendees:* Greg Eastman, Jay Borodic, Cassidy Russell, Ken Fox, Tom Fox

**ACTIVITIES AND MAINTENANCE:**

1. NFIRS data preparation.
2. Station cleanup
3. Revise Fire Department Handbook.
4. Review and revise pre-plans.
5. EMR class in Bolinas.
6. Distribute Narcan.
7. MWPA weekly meetings and environmental review project mapping.
8. Capital project planning with Jenna and Shelley.
9. WMDC meeting.
10. FEMA AFG data preparation / meetings.
11. 381 pump repair.
12. IDC drill and preparation.

**PERSONNEL:**

Jim Fox, Ken Fox, Tom Fox, Burton Eubank, Brian Cassel, Jeff McBeth, Tim Olson, Dennis Holton, Brett Miller, David Briggs, David Wright, Nikki Spencer, Greg Eastman, Celine Bennett, Jay Borodic, Liam Riley, Jack von Thaer, Andrew Bock, Jacob Leyva, Cassidy Russell, Andrew Bock, Skyla Stedwell Hill

**Jim Fox, Chief**

# MWPA MONTHLY REPORT

OCTOBER 2023 / NOVEMBER BOARD MEETING

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## LOCAL CORE PROJECTS

Vegetation maintenance activities in watershed on evacuation routes as needed.

## DEFENSIBLE SPACE

Inspection activity has ended for the remainder of 2023.

## WEST MARIN CORE PROJECT ACTIVITY

Committee meetings every week to determine areas for environmental review process for 2024 CORE work in West Marin.

## MEETINGS / COMMITTEES

- Weekly meetings with MWPA and other fire departments in the coastal zone to discuss which projects to pursue.
  - Oct 12: Fine tune maps to include in Public Works Project scope for environmental studies.
  - Oct 19: Further refinements to maps.
  - Oct 26: Further refinements to maps.
- Facilitated communication to District residents about Focus Group Event held at the Dance Palace Sunday, November 5<sup>th</sup> by the University of Oregon for the IBHS in partnership with MWPA.



Inverness Public Utility District  
Board Meeting November 14, 2023

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## Agenda Item No. 7

### **Review and Approve Expenditures**

- **October 2023 Expenditures**
- **October 2023 Credit Card Charges**
- **October 2023 Payroll Summary**



Claim Checks

Check #	Type	Vendor #/Name	Check Amount	Date Issued	Period Redeemed	Claim #	Claim Amount
-99663	E	376 INVERNESS PROPERTY MANAGEMENT	1200.00	10/02/23	10/23		
-99650	E	29 TRUIST BANK	8.97	10/16/23	10/23	CL 809	1200.00
-99649	E	53 CALPERS HEALTH	40.92	10/10/23	10/23	CL 838	8.97
-99646	E	53 CALPERS HEALTH	40.92	10/10/23	10/23	CL 846	40.92
-99645	E	256 PG&E	2733.01	10/30/23	10/23	CL 851	40.92
-99644	E	306 U.S. BANK CORPORATE PAYMENT SYSTEMS	2342.01	10/30/23	10/23	CL 855	2733.01
-99643	E	306 U.S. BANK CORPORATE PAYMENT SYSTEMS	193.55	10/30/23	10/23	CL 856	2342.01
-99642	E	306 U.S. BANK CORPORATE PAYMENT SYSTEMS	767.16	10/30/23	10/23	CL 857	193.55
60204	S	8 ALPHA ANALYTICAL LABORATORIES, INC.	360.00	10/16/23	_____	CL 858	767.16
60205	S	266 RECOLOGY SONOMA MARIN	161.28	10/16/23	_____	CL 837	360.00
60206	S	8 ALPHA ANALYTICAL LABORATORIES, INC.	310.00	10/23/23	_____	CL 839	161.28
60207	S	18 AT&T (CalNet)	403.03	10/23/23	_____	CL 844	310.00
60208	S	17 AT&T -F1 Internet	127.69	10/23/23	_____	CL 841	403.03
60209	S	360 AT&T MOBILITY (Firstnet)	232.09	10/23/23	_____	CL 847	127.69
60210	S	48 CALIFORNIA SPECIAL DISTRICTS ASSOCIATION	4095.00	10/23/23	_____	CL 842	232.09
60211	S	100 EMERGENCY MEDICAL PRODUCTS, INC.	348.27	10/23/23	_____	CL 840	4095.00
60212	S	11 AMAZON CAPITAL SERVICES	194.41	10/30/23	_____	CL 843	342.58
60213	S	110 FIRE SAFETY SUPPLY INC.	341.52	10/30/23	_____	CL 845	5.69
60214	S	128 GOOD & CLEAN, INC.	478.00	10/30/23	_____	CL 852	194.41
60215	S	387 SPENCER STENMARK	110.12	10/30/23	_____	CL 854	341.52
						CL 853	478.00
						CL 850	110.12
<b>Total for Claim Checks</b>			<b>14487.95</b>				
Count for Claim Checks			20				

\* denotes missing check number(s)

# of Checks: 20 Total: 14487.95

11/09/23  
13:24:13

INVERNESS PUBLIC UTILITY DISTRICT  
Fund Summary for Claim Check Register  
For the Accounting Period: 10/23

Page: 2 of 2  
Report ID: AP110

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Fund/Account	Amount
10 District	
10101 Checking B of A 0489	\$7,678.47
21 Fire	
10101 Checking B of A 0489	\$2,722.32
51 Water	
10101 Checking B of A 0489	\$4,087.16
<b>Total:</b>	<b>\$14,487.95</b>

11/09/23  
13:30:02

INVERNESS PUBLIC UTILITY DISTRICT  
Claim Details  
For the Accounting Period: 10/23

Page: 1 of 1  
Report ID: AP100

For doc #s from 856 to 858, Bank of America  
\* ... Over spent expenditure

Claim Line #	Check Invoice #/Inv Date	Vendor #/Name/Description	Document \$/Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
856	-99644E 306	U.S. BANK CORPORATE PAYMENT	2,342.01					
S	Redding Cal Card	10/22/23						
1	T17S03L91 09/26/23	Amazon Prime Membership	193.77			10 52101	63312	10101
2	092723BV 09/27/23	Boviine - Board Mtg	37.66			10 52101	63361	10101
3	092723IP 09/27/23	Inv Pk Mkt-Staff Mtg Lunch	106.45*			10 52101	68112	10101
4	HCJK22NC 10/04/23	Adobe Lic. J Nicolas	287.88			10 52101	62212	10101
5	HCJK22NC 10/04/23	Adobe Lic. D Briggs	287.88*			21 53101	62212 4	10101
6	A01E0AB099 10/09/23	Tax Bandits - Q3 941 Filin	5.95			10 52101	62212	10101
7	101123IJ 10/11/23	Marin IJ - Annual Online	214.26			10 52101	63312	10101
8	101923CSDA 10/19/23	CSDA Water Super Job Posti	390.00			51 57101	62212	10101
9	768066613 10/20/23	Dell - Office Desktop	652.60			10 52101	62212	10101
10	768066605 10/21/23	Dell - Desktop Access	24.94			10 52101	62212	10101
11	768066597 10/21/23	Dell - Monitor	140.62			10 52101	62212	10101
857	-99643E 306	U.S. BANK CORPORATE PAYMENT	193.55					
J.Fox	Cal Card	10/22/23						
1	092623PM 09/26/23	Palace Mkt - Vol Trng	32.96			21 53101	63811	10101
2	092823FB 09/28/23	Friedmans - Small Tools	98.54			21 53101	62211	10101
3	101323Adob 10/13/23	Adobe - Subsc. Fee Monthly	29.99*			21 53101	62212	10101
4	2962610 10/19/23	Amazon - Small tools	32.06			21 53101	62211	10101
858	-99642E 306	U.S. BANK CORPORATE PAYMENT	767.16					
D. Briggs	Cal Card	10/22/23						
1	376459 09/28/23	Turtleback - Radio Straps	230.38*			21 53101	62212	10101
2	100823BO 10/08/23	Bolinas Mkt - Offsite Trng	185.15			21 53101	63811	10101
3	376764 10/19/23	Turtleback - Radio Straps	351.63*			21 53101	62212	10101
<b># of Claims</b>			<b>3</b>	<b>Total:</b>		<b>3,302.72</b>		
<b>Total Electronic Claims</b>			<b>3,302.72</b>	<b>Total Non-Electronic Claims</b>				

Total for Payroll Checks  
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	Employee	Employer	Amount
	-----	-----	-----
HOL HOURS (Holiday Pay)	61.00		2,490.71
J001 HOURS (INS IN LIEU)	0.00		1,020.00
OVER HOURS (Overtime)	8.00		442.92
REG HOURS (Regular Time)	1,045.75		44,970.22
SICK HOURS (Sick Time)	33.50		1,326.16
VACA HOURS (Vacation Time Used)	160.00		7,597.54
GROSS PAY	57,847.55	0.00	
NET PAY	42,780.11	0.00	
CLASSIC	0.00	2,247.38	
FIRE CLASSIC	0.00	1,170.46	
FIT	6,679.92	0.00	
HEALTH INS HSA	1,539.70	8,471.62	
MEDICARE	816.44	816.44	
PEPRA	0.00	4,558.62	
PEPRA SAFETY	0.00	884.20	
SDI	520.64	0.00	
SIT	2,019.67	0.00	
SOCIAL SECURITY	3,491.07	3,491.07	
WORKERS' COMP	0.00	197.39	
CHASE BANK	4,677.67	0.00	
EXCHANGE BANK	5,643.30	0.00	
REDWOOD CU	19,412.20	0.00	
UMB BANK	2,802.24	0.00	
UMPQUA BANK	1,401.14	0.00	
WELLS FARGO	8,843.56	0.00	
FIT/SIT BASE	56,307.85	0.00	
MEDICARE BASE	56,307.85	0.00	
SOC SEC BASE	56,307.85	0.00	
UN BASE	57,847.55	0.00	
WC BASE	57,699.91	0.00	

Total 21,837.18  
Total Payroll Expense (Gross Pay + Employer Contributions): 79,684.73

Check Summary  
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Payroll Checks Prev. Out.	\$177,694.61
Payroll Checks Issued	\$0.00
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$177,694.61
Electronic Checks	\$79,487.34

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
-----	-----	-----	-----	-----
Social Security	6982.14	6982.14		21103
Medicare	1632.88	1632.88		21102
Unempl. Insur.	0.00			21107

11/09/23  
15:40:46

INVERNESS PUBLIC UTILITY DISTRICT  
Payroll Summary For Payrolls from 10/01/23 to 10/31/23

Page: 2 of 2  
Report ID: P130

Workers' Comp	197.39	1580.96		1778.35	21108
FIT	6679.92		6679.92		21101
SIT	2019.67		2019.67		21104
SDI	520.64		520.64		21105
PEPRA	4558.62		4558.62		21123
CLASSIC	2247.38		2247.38		21121
FIRE CLASSIC	1170.46		1170.46		21122
PEPRA SAFETY	884.20		884.20		21125
HEALTH INS HSA	10011.32		10011.32		21111
Total Ded.	36904.62	1580.96	36707.23	1778.35	

\*\*\*\* Carried Forward column only correct if report run for current period.



Inverness Public Utility District  
Board Meeting November 14, 2023

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## Agenda Item No. 8

### **Resolution 283-2023**

### **Designating the Time and Place for Holding Regular Meetings**

*Inverness Public Utility District*

**RESOLUTION NO. 283-2023**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE INVERNESS PUBLIC UTILITY DISTRICT  
DESIGNATING THE TIME AND PLACE  
FOR HOLDING REGULAR MEETINGS**

**WHEREAS**, Section 54954 of Chapter 9, Division 2, Title 5 of the Government Code of the State of California, effective April 1, 1994, requires the legislative bodies of local agencies to declare by formal action the time and place for holding regular meetings,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Inverness Public Utility District that its regular meetings shall be held at 4:00 p.m. on the third Tuesday of each month, except that if such a designated Tuesday of any month falls on a legal holiday, that month's regular meeting shall be held on the preceding Tuesday of that month unless scheduled otherwise by the Board of Directors.

**BE IT FURTHER RESOLVED** that the meetings of the Board of Directors of the Inverness Public Utility District shall be held at the Meeting Room in the Inverness Firehouse at 50 Inverness Way, Inverness, Marin County, California

**BE IT FURTHER RESOLVED** by the Board of Directors of the Inverness Public Utility District that all of its committees are advisory committees, that none of its committees has a fixed meeting schedule, and that none of its committees is empowered to take any action on behalf of the Board or the District or to act in any capacity except to make recommendations to the Board of Directors.

**PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Inverness Public Utility District on the 14<sup>th</sup> day of November, 2023, by the following vote, to wit:

**AYES:**                 **Directors**

**NOES:**

**ABSTAINING:**

**ABSENT:**

\_\_\_\_\_  
Kathryn Donohue, President

ATTEST:

\_\_\_\_\_  
Shelley Redding, Clerk of the Board

\*\*\*\*\*

*I hereby certify that the foregoing instrument is a true and correct copy of the original of Resolution 283-2023 on record in this office and that subsequent to its adoption no declaration contained in Resolution 283-2023 has been amended, modified, or revoked by the governing body.*

By \_\_\_\_\_, Clerk of the Board, Inverness Public Utility District, County of Marin, State of California.

Signed \_\_\_\_\_ Date \_\_\_\_\_



Inverness Public Utility District  
Board Meeting November 14, 2023

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## Agenda Item No. 9

### **Approval of 2024 Board Meeting Schedule**





## INVERNESS PUBLIC UTILITY DISTRICT

*FIRE DEPARTMENT & WATER SYSTEM*

POST OFFICE BOX 469

INVERNESS, CA 94937-0469

12781 SIR FRANCIS DRAKE BLVD. • (415) 669-1414 • FAX (415) 669-1010 • ADMIN@INVERNESS-  
PUD.CA.GOV

### NOTICE OF 2024 MEETING SCHEDULE

Notice is hereby given that the Regular Meetings of the Board of Directors of the Inverness Public Utility District for the year 2024 are scheduled for the following dates:

January 16  
February 20  
March 19  
April 16  
May 21  
June 18  
July 16  
August 20  
September 17  
October 15  
November 19  
December 17

Note: All meetings are scheduled for the **third Tuesday** of the month. Meetings are held at the Inverness Firehouse, 50 Inverness Way North, Inverness, at **4:00 p.m.** Any changes from this schedule will be duly noticed.

ATTEST:

\_\_\_\_\_  
Shelley L Redding, Clerk of the Board

Date: \_\_\_\_\_

Distribution:

Directors (5)  
Staff (5)  
Press (1)  
Copies posted locally (3)  
Copies available to the public (on request)

**BOARD OF DIRECTORS: KATHRYN DONOHUE**, PRESIDENT • **KENNETH J. EMANUELS**, VICE PRESIDENT  
**DAVID PRESS**, TREASURER • **DAKOTA WHITNEY** • **BRENT JOHNSON**



**SHELLEY REDDING**, GENERAL MANAGER

**JAMES K. FOX**, CHIEF OF OPERATIONS (FIRE CHIEF, WATER SYSTEM SUPERINTENDENT)



Inverness Public Utility District  
Board Meeting November 14, 2023

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# Agenda Item No. 10

## **Volunteer Appreciation**



*Inverness Public Utility District*

## **Board Agenda Item Staff Report**

Subject: Volunteer Appreciation  
Meeting Date: November 14, 2023  
Date Prepared: November 8, 2023  
Prepared by: Shelley Redding, General Manager  
Attachments: None

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**Recommended Action:** Approval of Volunteer Appreciation in lieu of Annual Party

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Traditionally, each year, IPUD hosts a volunteer appreciation Holiday event to thank the volunteers for their contributions to the District. With the continuing concerns of Covid exposures, staff does not think it is safe to hold an event this winter.

Staff proposes that again, in lieu of the annual Holiday Party, IPUD present a gift certificate from a local business for each active volunteer of the Inverness Public Utility District.

Staff recommends a budget of up to \$1,700.00



Inverness Public Utility District  
Board Meeting November 14, 2023

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# Agenda Item No. 11

## **Committee Meetings/Reports**



Inverness Public Utility District  
Board Meeting November 14, 2023

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## Agenda Item No. 12

**Announcements,**

**Next Meeting,**

**Adjournment**