

*Mendocino County*

***Russian River Flood Control & Water Conservation Improvement District***

*PO Box 2104, Ukiah, CA 95482 707.462.5278 Website: [RRFC.net](http://RRFC.net) [DistrictManager@rrfc.net](mailto:DistrictManager@rrfc.net)*

**A G E N D A**

**Board of Trustees – Regular Meeting of Monday, May 5, 2025 at 5:30 pm**

**IN PERSON: 304 North State Street, Ukiah at District office**

1. Call to Order and Roll Call
2. Approval of Agenda *Urgent items added may be discussed immediately. Time suggestions to the right of item title.*
3. Public Expression- See End of Agenda for Information on Public Expression

**CLOSED SESSION (5:35 PM)**

4. Conference with Real Property Negotiators (Gov. Code § 54956.8)  
*Property:* Potter Valley Project | *Agency negotiator:* General Manager, General Counsel, Board Members  
*Negotiating parties:* Agency, Inland Water & Power Agency, PG&E | *Under negotiation:* Purchasing Entity

**PUBLIC HEARING (6:05 PM)**

5. WAIVE READING AND CONSIDER FOR ADOPTION Ordinance No. 25-01 Establishing Regulations and Rules for Water Sales by the Mendocino County Russian River Flood Control & Water Conservation Improvement District in Title Only  
*Board will hold a public hearing and consider approval of the proposed Ordinance.*

**ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

6. Revised Uniform Water Supply & Purchase Agreement and Amendment **(6:20 PM)**  
*Board will consider approval of the Agreement and Amendment.*
7. Workshop Draft of Fiscal Year 2025-2026 Budget **(6:40 PM)**  
*Board will consider feedback and direction to GM. The budget will return for final approval in June.*
8. Redwood Valley County Water District Application for Uniform Water Supply & Purchase Agreement  
*Board will consider approval of the application for 400 acre feet or alternative quantity.*

**REGULAR BUSINESS, INFORMATION, AND REPORT ITEMS (7:00 PM)**

9. Water Supply Conditions Update
10. Consent Calendar
  - a) Acceptance of the April 2025 Financial Reports
  - b) Approval of April 7, 2025 Regular Board Meeting minutes
  - c) Approval of April 22, 2025 Special Board Meeting minutes
  - d) Approval of Mendocino County Inland Water & Power Commission invoice for \$84,000

*(Continued...)*

11. Trustee & Committee Reports
  - LAFCo MSR/SOI & Annexation Ad Hoc
  - Change Petition Ad Hoc
12. General Manager Report & Correspondence
13. Direction on Future Agenda Items

## **ADJOURNMENT**

ACTION ITEMS – All agenda items are potential action items unless otherwise noted.

PUBLIC EXPRESSION – The Board welcomes public participation in its Board meetings. Comments shall include any item not on the agenda that is within the subject matter jurisdiction and authority of the District. No action may be taken on any item not appearing on the agenda; however, the Board may direct such items to be placed on the agenda of a future meeting or may request additional information on any such item. The Board may limit testimony to three (3) minutes per person and not more than ten (10) minutes for a particular subject. All items on the agenda are considered action items unless otherwise noted. All times and the order of business are approximate and subject to change.

**President**  
*Christopher Watt*

**Vice President**  
*Tyler Rodrigue*

**Treasurer**  
*John Bailey*

**Trustee**  
*John Reardan*

**Trustee**  
*Dave Koball*

*Mendocino County Russian River Flood Control &  
Water Conservation Improvement District*

**STAFF REPORT**

**Agenda Item 5: Public Hearing**

**To Waive Reading and Consider Adoption of Ordinance 25-01**

**Establishing Regulations and Rules For Water Sales,**

**Monday, May 5, 2025**

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**The Strategic Plan** relevant priority is **Administration** through effective systems and improved transparency, accountability, and consistency across the District.

**Background**

On June 26, 2000, the District Board approved Ordinance 00-01 “Establishing Regulations & Rules for Water Sales.” One section of Ordinance 00-01 was updated by adoption of Ordinance 17-01 “Establishing Regulations & Rules for Meter Installation” but otherwise has remained unedited.

At the April 7, 2025 Board Meeting, the Ordinance was introduced and the Board requested one clarifying edit on page 10 of 19, section 3.35.2:

“Approved Meters not determined to be accurate...” changed to “Approved Meters determined not to be accurate...”

3.35.2 Approved Meters shall be checked for accuracy whenever an Approved Meter is installed or repaired, and at regular intervals thereafter upon request of the District or the State Water Board, in accordance with the Measuring Requirements. Approved Meters **determined not to be accurate** shall be repaired or replaced by District within a period not to exceed sixty (60) days, or as soon as can be coordinated with Customer after the inaccuracy is detected. District shall contact Customer directly to coordinate installation, testing and/or repair.

As required by Government Code § 25124(b)(1), a summary of the proposed ordinance was published no less than 5 days prior to this meeting and a full copy both published on the District’s website and available by request. The Proof of Publication and Summary of Proposed Ordinance 25-01 are **attached**. The complete document can be found on the website in both a red-line version and a proposed final version.

**Discussion**

The Board is asked to waive reading the proposed Ordinance No. 25-01 Establishing Regulations and Rules for Water Sales, hold a Public Hearing, and consider approval of the Ordinance.

Due to changes in the Proposed Revised Uniform Water Supply & Purchase Agreement, changes in the Proposed Ordinance in Section 10.15 Allocations of Surplus Water were developed and shown below.

*(Continued....)*

## 10.15 Allocation of Surplus Water.

- A. Additional Allocations to Customers. Each year in which the District has determined there is Surplus Water available, the District shall offer, ~~at rates not to exceed those established in the Contract,~~ all or a portion of the Surplus Water to its Customers. Any Customer may purchase all or part of such Surplus Water. Customer shall provide written notice to the District of its desire to accept and pay for such Surplus Water within thirty (30) days after District's issuance of the Notice of Surplus Availability. ; provided, that in the event the Customer does not indicate to the District, in writing, its desire to accept and pay for Surplus Water offered within fifteen (15) days after receiving written notice from the District of its availability, Customer's right to purchase Surplus Water shall terminate for that year. After said thirty (30) day period, the District may offer any remaining Surplus Water to all other water users holding a contract with the District during which time Customer may still indicate its desire to accept such surplus by providing written notice to the District. If the Customers express a desire to purchase more Surplus Water than has been determined to be available, the District shall apportion the available Surplus Water among all Customers in such manner as the District shall determine to be equitable. Customer's failure to pay, by the due date, the price per acre foot established by the District for Surplus Water shall constitute a Customer default under the Uniform Water Supply & Purchase Agreement.

Upon approval of the recommended action, Staff will finalize ordinance adoption procedures as outlined in the **attached** memo from District Legal Counsel, notify all Customers, and publish on the District's website.

### Recommendation:

- Move to adopt Ordinance No. 25-01 "Establishing Regulations and Rules for Water Sales" by the Mendocino County Russian River Flood Control & Water Conservation Improvement District in its entirety with the above proposed changes in Section 10.15 Allocation of Surplus Water; and
- Publish the Ordinance 25-01 summary, complete with the votes cast, within 15 days after adoption of the ordinance, post a copy of the full text of the ordinance and the votes cast on the District website, and make available a copy of the full text of the ordinance to the public upon request.

### Attachments:

- Public Hearing Notice for Consideration of Proposed Ordinance 25-01 Approval
- Proof of Publication of Public Hearing Notice for Consideration of Proposed Ordinance 25-01 Approval
- Published Summary of Proposed Ordinance 25-01
- Ordinance Adoption Procedures by Legal Counsel
- Proposed Ordinance No. 25-01 "Establishing Regulations and Rules for Water Sales" by The Mendocino County Russian River Flood Control & Water Conservation Improvement District. Not earlier than five days following its introduction

### Link to all materials:

<https://rrfc.specialdistrict.org/2025-05-05-board-meeting>

\* \* \* \*

Prepared and submitted to the Board of Trustees by: Elizabeth *Salomone*, General Manager

*Mendocino County*

***Russian River Flood Control & Water Conservation Improvement District***

*P.O. Box 2104 Ukiah, CA 95482 707.462.5278 Website: [RRFC.net](http://RRFC.net) [DistrictManager@rrfc.net](mailto:DistrictManager@rrfc.net)*

## **NOTICE OF PUBLIC HEARING**

at a  
**Regular Meeting on**  
**Monday, May 5, 2025 5:30 pm**

NOTICE IS HEREBY GIVEN that at the Monday, May 5, 2025 Regular Meeting, the Mendocino County Russian River Flood Control & Water Conservation Improvement District will hold a Public Hearing to consider adoption of Proposed Ordinance #25-01 Establishing Regulations and Rules for Water Sales.

Copies of all related documents are on file and may be reviewed at the District website ([www.rrfc.net](http://www.rrfc.net)), by email request to [DistrictManager@rrfc.net](mailto:DistrictManager@rrfc.net), or the District office in Ukiah by appointment. All those interested are invited to attend, be heard, and participate in the hearing. Written comments can be submitted prior to the hearing.

By Order of  
Mendocino County Russian River Flood Control  
and Water Conservation Improvement District



Elizabeth Salomone, General Manager  
Date Posted: April 21, 2025

**President**  
*Christopher Watt*

**Vice President**  
*Tyler Rodrigue*

**Treasurer**  
*John Bailey*

**Trustee**  
*John Reardan*

**Trustee**  
*Dave Koball*

# Ukiah Daily Journal

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MENDO. CO. RUSSIAN RIVER FLOOD CONTROL  
PO BOX 2104  
UKIAH, CA 95482

## PROOF OF PUBLICATION (2015.5 C.C.P.)

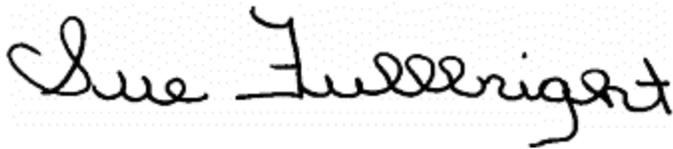
### STATE OF CALIFORNIA COUNTY OF MENDOCINO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Ukiah Daily Journal, a newspaper of general circulation, printed and published daily in the City of Ukiah, County of Mendocino and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Mendocino, State of California, under the date of September 22, 1952, Case Number 9267; that the notice, of which the annexed is a printed copy (set in type not smaller than non-pareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

**04/26/2025**

I certify (or declare) under the penalty of perjury that the foregoing is true and correct.

Dated at Ukiah, California,  
April 28th, 2025



Sue Fullbright, LEGAL CLERK

Legal No. **0006892725**

NOTICE IS HEREBY GIVEN THAT the Mendocino County Russian River Flood Control & Water Conservation Improvement District Board of Trustees will hold a public hearing on Monday, May 5, 2025 at 5:30 PM to consider approval of Proposed Ordinance #25-01 Establishing Regulations and Rules for Water Sales. Summary below and full document at <https://rrfc.specialdistrict.org/2025-05-05-board-meeting> or copy requested by [DistrictManager@rrfc.net](mailto:DistrictManager@rrfc.net) or 707-462-5278. All those interested are invited to attend, be heard, and participate in the hearing. Written comments can be submitted prior to the hearing.

SUMMARY: The Ordinance sets out general provisions, provides definitions, and established regulations and rules for application for purchase of water, general use, meters, pricing, billing, discontinuation of water supply, water conservation, and surplus. Applications are required on District provided form, found on its website, and administrative application fee. Application submission does not constitute a contract or other obligation. General use regulations prohibit water waste. Customer is required to provide diversion, treatment, and conveyance facilities. District assumes no responsibility for water delivery or damage resulting from operation of any private system. District does not guarantee continuous water delivery on demand. No Customer may resell any water, except authorized water supply agencies/ companies. Meters are required at points of diversion and must be provided or approved by District. District will identify meter installation location and Customer may not change location or equipment without prior approval. Customer is responsible for the cost of meter installation. District must be allowed property access for meter reading, testing, and maintenance. Customers must maintain backup measurements. Pricing of District Water is set by Board annually with fiscal year budget approval. Price shall reflect expenses incurred by District in delivering water. Additional fees may be charged for special circumstances. Billing is annual in February of each year. Accounts not paid before the 25th day following the billing date are delinquent and subject to late fees. Discontinuation of water supply and the Uniform Water Supply & Purchase Agreement may occur for nonpayment of bills with notice, though parameters are given for reestablishment. Water

conservation stages are noticed by Board determination and declaration at a noticed Board Meeting. Stages include 1. Water Warning, 2. Water Crisis, and 3. Water Emergency. Enforcement measures include notification, discontinuation of service, and progressive reconnect fees. Surplus water supplies will be determined annually and offered to Customers, apportioned if necessary. By Order of Mendocino County Russian River Flood Control and Water Conservation Improvement District. 4-26/2025

**SUMMARY OF**  
**PROPOSED ORDINANCE NO. 25-01**  
**AN ORDINANCE ESTABLISHING**  
**REGULATIONS AND RULES FOR WATER SALES**  
**BY THE**  
**MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL**  
**AND WATER CONSERVATION IMPROVEMENT DISTRICT**

The Ordinance sets out general provisions, provides definitions, and established regulations and rules for application for purchase of water, general use, meters, pricing, billing, discontinuation of water supply, water conservation, and surplus.

Applications are required on District provided form, found on its website, and administrative application fee. Application submission does not constitute a contract or other obligation.

General use regulations prohibit water waste. Customer is required to provide diversion, treatment, and conveyance facilities. District assumes no responsibility for water delivery or damage resulting from operation of any private system. District does not guarantee continuous water delivery on demand. No Customer may resell any water, except authorized water supply agencies/companies.

Meters are required at points of diversion and must be provided or approved by District. District will identify meter installation location and Customer may not change location or equipment without prior approval. Customer is responsible for the cost of meter installation. District must be allowed property access for meter reading, testing, and maintenance. Customers must maintain back-up measurements.

Pricing of District Water is set by Board annually with fiscal year budget approval. Price shall reflect expenses incurred by District in delivering water. Additional fees may be charged for special circumstances.

Billing is annual in February of each year. Accounts not paid before the 25th day following the billing date are delinquent and subject to late fees.

Discontinuation of water supply and the Uniform Water Supply & Purchase Agreement may occur for nonpayment of bills with notice, though parameters are given for reestablishment.

Water conservation stages are noticed by Board determination and declaration at a noticed Board Meeting. Stages include 1. Water Warning, 2. Water Crisis, and 3. Water Emergency. Enforcement measures include notification, discontinuation of service, and progressive reconnect fees.

Surplus water supplies will be determined annually and offered to Customers, apportioned if necessary.

**Date:** March 19, 2025  
**To:** Elizabeth Salomone  
**From:** Lilliana Selke  
**Subject:** Ordinance Adoption Procedures

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### **Question Presented**

What are the procedures the District must follow in adopting an ordinance?

### **Answer**

Section 7 of the District's special act states all ordinances shall be adopted by the board in the same manner as the county adopts ordinances.

### **Introduction of Ordinance**

The first step in adopting an ordinance is to introduce the ordinance at a regular meeting by reading the ordinance in its entirety. Reading of the entire ordinance can be waived by regular motion supported by majority vote and if passed, the ordinance can be introduced by title only.

### **Adoption**

The proposed ordinance must then be adopted at a regular meeting not earlier than five (5) days following its introduction (Gov. Code § 25131). Again, reading of the entire ordinance can be waived by regular motion supported by majority vote and if passed, the ordinance can be adopted by title only.

### **Publication**

Within fifteen (15) days after adoption, the entire ordinance shall be published once, with the names of the trustees voting for and against the ordinance, in a newspaper published in the county (Gov. Code § 25124(a)).

In lieu of publishing the entire ordinance, the District can instead do both of the following (Gov. Code § 25124(b)(1)):

- a. Publish a summary of the proposed ordinance not less than 5 days prior to the meeting at which the proposed ordinance is to be adopted and make available a copy of the full text of the proposed ordinance to the public upon request. The District shall also either post a copy of the full text of the proposed ordinance on its internet website or in the District office not less than 5 days prior to the meeting at which the proposed ordinance is to be adopted; and,

- b. Publish the same summary, complete with the votes cast, within 15 days after adoption of the ordinance and make available a copy of the full text of the ordinance to the public upon request. The District shall also either post a copy of the full text of the ordinance and the votes cast on its internet website or in the District office.

Effective Date

The ordinance becomes effective 30 days after final adoption (Gov. Code § 25123).

**ORDINANCE NO. 25-01**

**AN ORDINANCE ESTABLISHING  
REGULATIONS AND RULES FOR WATER SALES  
BY THE  
MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL  
AND WATER CONSERVATION IMPROVEMENT DISTRICT**

The Board of Trustees of the Mendocino County Russian River Flood Control and Water Conservation Improvement District does ordain as follows:

Article 1	General Provisions
Article 2	Definitions
Article 3	Application for Purchase of Water
Article 4	General Use Regulations
Article 5	Meters
Article 6	Pricing
Article 7	Billing
Article 8	Discontinuation of Water Supply
Article 9	District Water Conservation Program
Article 10	Surplus Water Supply

**ARTICLE 1  
GENERAL PROVISIONS**

Sections:

- 1.10 Short Title; Revocation
- 1.15 Tense and Number
- 1.20 Water System
- 1.25 Notices
- 1.30 Uniformity of Application
- 1.35 Severability
- 1.40 Penalty for Violation
- 1.45 Ruling Final
- 1.50 Water Purchase Applications
- 1.55 Attorneys' Fees
- 1.60 Non-Responsibility of District

**1.10 Short Title; Revocation.** This Ordinance shall be known and may be cited as “Russian River Flood Control and Water Conservation Improvement District Ordinance Regarding Water Sales,” and shall revoke, supersede and replace Ordinance 00-01 “Establishing Regulations and Rules for Water Sales” adopted on June 26, 2000, and District Ordinance #17-01 “Establishing Rules and Regulations for Meter Installation” adopted January 8, 2018.

**1.15 Tense and Number.** As used herein, the present includes the past and future tenses, and the future includes the present and the singular number includes the plural, and the plural the singular.

**1.20 Water System.** The District's Water System consists of all rights, and property used for, and useful in, obtaining, conserving, and distributing water for all uses both public and private. The System includes, but is not limited to all land, easements, personal property, water rights, contract rights, permits, licenses, franchises, other intangible property or rights, wells, tanks, dams, reservoirs, storage facilities, buildings, structures, pumps, pipes and pipelines, intake facilities, and property of any and every description which is now, or hereafter may be, a part of the District's water enterprise.

The District's Water System shall be under the management and control of the District's Board of Trustees. No person, other than an employee or agent of the District, shall have any right to operate any part of the District's Water System. Any person who tampers or interferes with any part or component of said System or causes or permits any act or tampering or interfering with the System, shall be liable for any injury or damage caused thereby or resulting therefrom.

**1.25 Notices.** Any notice, approval, consent, waiver, or other communication required or permitted under this Ordinance shall be in writing and given as follows:

- A. Any such notice shall be personally served, sent by electronic transmission, or sent prepaid by registered or certified mail with return receipt requested, or sent by reputable overnight delivery service.
- B. Said notices shall be deemed given: (a) if personally served, when delivered; (b) the day of sending, if sent by email prior to 5:00 p.m. (PT) on any Business Day or the next succeeding Business Day if sent by electronic transmission after 5:00 p.m. (PT) on any Business Day; (c) five (5) Business Days after the date of mailing, if mailed by certified or registered mail, postage prepaid; (d) if sent by reputable overnight delivery service, when received with confirmation of delivery. "**Business Day**" means any day other than a Saturday, Sunday or any other day on which banking institutions in the State of California are authorized by law or executive action to close.

**1.30 Uniformity of Application.** Where provision is made in this Ordinance for implementation by resolution, the provisions of such resolution shall apply uniformly to all persons similarly situated and affected thereby.

**1.35 Severability.** If any provision of this Ordinance is held by a court of competent jurisdiction or an arbitrator or arbitration panel to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way notwithstanding such invalidity, illegality or unenforceability.

**1.40 Penalty for Violation.** For failure of the Customer to comply with any part of this Ordinance, or any ordinance, resolution or order fixing the price for sales of water and the terms and conditions for payment of water sold to the public by the District, the Customer's water supply may be discontinued and water shall not be available to the Customer until Customer has complied with the Ordinance, resolution or regulation violated.

1.45 **Rulings Final.** All rulings of the Board shall be final unless written appeal is made to the Board within five (5) days after receipt of notice of such ruling. The Board's ruling on an appeal shall be final.

1.50 **Water Purchase Applications.** All applicants for purchase of water shall be required to accept such conditions of delivery as exist at their point of diversion and to hold the District harmless from any and all damages and claims arising out of low or no water conditions.

1.55 **Attorneys' Fees.** If the District prevails in any action to enforce the provisions of this Ordinance, or of any resolution or policy adopted by the Board to implement this Ordinance, or the provisions of any state or federal statute that it has a duty to enforce, it shall be entitled to recover from the opposing party or parties its reasonable attorneys' fees incurred in prosecuting the action.

1.60 **Non-Responsibility of District.** The District will not be responsible for any loss or damage caused by any negligent or unlawful act of any customer or any other person in installing, maintaining, supplying or using any facilities, equipment or appliance for which water is furnished by the District.

## ARTICLE 2 DEFINITIONS

### Sections:

- 2.10 Generally
- 2.15 Applicant
- 2.17 Approved Meter
- 2.20 Board
- 2.25 General Manager
- 2.30 District Water
- 2.40 Costs
- 2.45 District
- 2.50 Customer
- 2.55 Customer Service Connection
- 2.57 Measuring Requirements
- 2.60 Person
- 2.63 State Water Board
- 2.65 Surplus Water
- 2.70 Uniform Water Sale and Purchase Agreement
- 2.75 Water Sale and Purchase

2.10 **Generally.** Unless otherwise provided or the context otherwise requires, the following definitions shall apply to this Ordinance and to any resolution, rule, regulation or order made pursuant to this Ordinance.

2.15 **Applicant.** “Applicant” means any person, firm, corporation, partnership, limited liability company, trust, public agency, or special district making written application for purchase of water from the District.

2.17 **Approved Meter.** “Approved Meter” means a manufactured instrument for accurately measuring and recording the flow of water in a pipeline that can meet the requirements of the District’s Alternative Compliance Plan under the State Water Resources Control Board water measurement and reporting regulation and has been approved by the District General Manager.

2.20 **Board.** “Board” means the Board of Trustees of the District.

2.25 **General Manager.** “General Manager” means that individual hired by and working under the direction of the Board who is responsible for the administration of the District’s business and the development, maintenance, and operation of its facilities and programs.

2.30 **District Water.** “District Water” means any and all water available to the District for distribution.

2.40 **Costs.** “Costs” means and includes where the context permits, all costs of environmental review, administration, labor, materials, transportation, supervision, engineering, construction of capital improvements, maintenance and operations expenses, and costs of funding a prudent reserve.

2.45 **District.** “District” means Mendocino County Russian River Flood Control and Water Conservation Improvement District.

2.50 **Customer.** “Customer” means any individual, corporation, limited liability company, partnership, trust, public agency, or special district whose Application for purchase of water from the District is accepted by the District, and who executes a Uniform Water Sale and Purchase Agreement in the form approved by the District’s Board of Trustees.

2.55 **Customer Service Connection.** “Customer Service Connection” shall mean the location(s) where Customer diverts District Water from the Russian River as identified in Uniform Water Supply & Purchase Agreement.

2.57 **Measuring Requirements.** “Measuring Requirements” shall mean the requirements of the State Water Resources Control Board water measurement and reporting regulation, as implemented in Article 3 (commencing with Section 1840) Chapter 12 of Part 2 of Division 2 of the Water Code and the implementing regulations adopted by the State Water Board, as they may be amended from time to time.

2.60 **Person.** “Person” means any human being, individual, company, limited liability company, partnership, corporation, governmental entity, governmental agency, special district, public corporation, political subdivision, the State of California, the United States of America, and any federally recognized Indian tribe or band, or any group or combination of the foregoing acting in concert.

2.63 **State Water Board.** “State Water Board” means the State Water Resources Control Board.

2.65 **Surplus Water.** “Surplus Water” shall mean District Water temporarily available during any water year in excess of the amounts necessary for the District to meet its Customer demand for the water year.

2.70 **Uniform Water Sale and Purchase Agreement.** “Uniform Water Supply Agreement” or “Contract” shall mean that agreement adopted by the District for use in providing water to its Customers.

2.75 **Water Sale and Purchase.** “Water sale and Purchase” means the provision of water supply by the District to a Customer pursuant to a fully executed Uniform Water Sale and Purchase Agreement in a form approved by the District’s Board of Trustees which sets forth the terms and conditions for purchase of water supply by the Customer from the District.

**ARTICLE 3**  
**APPLICATION AND CONTRACT FOR PURCHASE OF WATER**

Sections:

- 3.10 Application - Required
- 3.15 Application - Contents
- 3.20 Payments to Accompany Application
- 3.25 Other Preconditions
- 3.50 Uniform Water Sale and Purchase Agreement

3.10 **Application - Required.** Each Applicant for the purchase of water from the District shall complete, sign, and submit an application in writing on a form provided by the District. The Applicant shall be the Customer who proposes to purchase District Water from the District. Submission of an application shall not constitute a contract or other obligation requiring the District to sell District Water to the Applicant.

3.15 **Application - Contents.** The application shall be in the form and contain such information as the District may prescribe. The application shall accurately describe the point of diversion at which the Applicant proposes to divert District Water to be sold and supplied by the District. The application shall also contain covenants by the Applicant to comply with this Ordinance and all the regulations of the District regarding the purchase and sale of District Water, to promptly pay all fees and charges for District Water purchased from the District, and to enter into a form of Uniform Water Sale and Purchase Agreement approved by the District's Board of Trustees. The application shall contain an estimate and documentation of the quantity of District Water the Applicant proposes to purchase from the District over a one (1) water year period.

3.20 **Payments to Accompany Application.** The District may charge an application fee to defray the administrative and environmental costs of analyzing and responding to the application. The District may also require any Applicant to pay a deposit which may be forfeited if the Applicant does not execute a Uniform Water Sale and Purchase Agreement in a form approved by the District's Board of Trustees within thirty (30) days after notice from the District that the application has been accepted and approved. The application fee and the deposit will be established by Board resolution pursuant to Section 6 of this Ordinance.

3.25 **Other Preconditions.** The application shall not be accepted and the District shall not enter into a Uniform Water Sale and Purchase Agreement with the Applicant until the District has determined that the Applicant has constructed sufficient pumping, conveyance, storage, and metering facilities to maximize the beneficial use of District Water to be sold by the District to the Applicant, to further water conservation efforts by the District, and to provide a reliable and verifiable system for metering the amount of District Water to be purchased by the Applicant from the District.

3.50 **Uniform Water Sale and Purchase Agreement.** All Customers shall enter into the Uniform Water Sale and Purchase Agreement currently adopted by the District to contract for water service. The Uniform Water Sale and Purchase Agreement may be updated by the District at reasonable intervals.

**ARTICLE 4**  
**GENERAL USE REGULATIONS**

Sections:

- 4.10 Water Waste
- 4.15 District Equipment and Facilities
- 4.20 Damage
- 4.25 Mandatory Conservation
- 4.30 Health and Safety, Suspension of Delivery
- 4.35 Interruption of Water Service
- 4.40 District Access to Private Property
- 4.45 Regulation of Customer Facilities
- 4.50 Responsibility for Equipment
- 4.55 Water Pressure Regulation
- 4.60 Resale of Water

4.10 **Water Waste.** No person willfully or negligently shall permit leaks or any kind of waste of District Water supplied by the District, including waste by allowing District Water to flow in unusual or excessive amounts onto the Customer's premises or elsewhere without being applied to a beneficial use. The District may discontinue service to a Customer who fails to take corrective action within five (5) days after notice is given to the Customer of such condition of waste.

4.15 **District Equipment and Facilities.** Normally, a Customer will be required to install its own meter, pumping facilities, and conveyance facilities to transfer District Water sold by the District to the Customer from the Customer Service Connection. To the extent that a Customer's facilities are supplemented by similar facilities installed by the District on private property to facilitate the sale and delivery of District Water to a Customer, such facilities and equipment installed by the District shall remain the District's property, and may be maintained, repaired or replaced by the District without prior notice to or consent of the Customer. The Customer shall exercise reasonable care in protecting any such District facilities, equipment and water resources. In no event shall the District be required to install or maintain its own facilities on private property to assist in measuring, pumping, or conveyance of District Water after delivery by the District to the Customer's Service Connection. Likewise, the District assumes no responsibility for the delivery of District Water to privately owned pipelines or systems, nor shall it assume any responsibility for damages resulting from the operation of any such private conveyance system even though District Water may be received from the District's Water System.

4.20 **Damage.** The Customer shall promptly notify the District of any damage to District or Customer provided facilities or equipment used to account for District Water or electric usage or measurement.

4.25 **Mandatory Conservation.** The Board by resolution shall adopt a conservation plan for all Customers. The plan shall incorporate key elements of Chapter 3 of the State of California Water Code, Minimum Element - Forecast supply, assess drought mitigation options, establish triggering levels, develop demand reduction programs, adopt a drought plan, monitor results, and adjust drought status.

4.30 **Health and Safety, Suspension of Delivery.** The District may suspend the delivery of District Water purchased by a Customer to a Customer's Service Connection on twenty-four (24) hour notice when the District determines that a hazard to public health and safety or the environment exists which arises from or relates to the metering, pumping and conveyance facilities, and any other apparatus or equipment installed by the Customer at its Service Connection. The Customer and District representative shall meet and confer regarding corrective actions to be taken to remove the health and safety hazard. Any and all corrective actions taken shall be at the sole cost and expense of Customer. District reserves the right to continue the suspension of deliveries until the hazardous condition has been remedied.

4.35 **Interruption of Water Service.** The District does not guarantee continuous delivery of District Water on demand. From time to time, it may be necessary for the District to shut off the flow of District Water in its water system. Except in emergencies, such stoppages will not be made without prior notice to the Customers involved. The District shall not assume any responsibility for loss or damages which may occur due to interruption of service of District Water.

4.40 **District Access to Private Property.** Authorized agents of the District shall be allowed to enter Customer's private property in order to evaluate, test, inspect, and/or monitor the operation of metering, pumping, and conveyance facilities installed by the Customer at its Service Connection, with prior notice to and consent of the Customer. No person shall prevent an authorized agent of the District from carrying out the agent's duties pursuant to this section.

4.45 **Regulation of Customer Facilities.** The District may, by ordinance or resolution, specify regulations setting forth minimum specifications for those metering, pumping, and conveyance facilities to be installed by Customer at its Service Connection.

4.50 **Responsibility for Equipment.** At the Customer's own risk and expense, each Customer shall furnish, install, and keep in good and safe condition all equipment, including meters that may be required to receive, control and use District Water sold and delivered to Customer by District. The District shall not be liable for any loss or damage caused by improper installation or use of such equipment caused by the agents, employees, contractors, licensees, and permittees of Customer. Nor shall the District be liable for damage to property, either upon commencement of deliveries to a Customer Service Connection, or when deliveries resume after temporary interruption.

4.55 **Water Pressure Regulation.** The District assumes no responsibility for water pressure regulation with respect to District Water delivered to a Customer. The Customer shall be responsible for providing whatever water pressure regulation measures are necessary for Customer's water distribution system.

4.60 **Resale of Water.** No Customer may resell any portion of the District Water furnished by the District, except that public agencies and private companies authorized to sell and/or distribute water may receive special authorization to resell District Water furnished by the District upon approval of the District's Board of Directors, and execution of appropriate documentation.

## ARTICLE 5 METERS

Sections:

- 3.10 Meter Requirements
- 3.15 Installation
- 3.20 Operation
- 3.25 Meter Access
- 3.30 Meter Reading
- 3.35 Meter Testing
- 3.40 Change in Location
- 3.45 Change in Equipment
- 3.50 Back-up Measurement
- 3.55 Altering Meters
- 3.60 Violations

3.10 **Meter Requirements.** All deliveries of water sold by the District to Customer shall be metered with an Approved Meter. Customer and District shall mutually agree on the Approved Meter specifications and installation location and District shall furnish the Approved Meter which will remain the property of the District. Customer may use the Customer's own meter if it meets Approved Meter standards as determined by the General Manager. The District can purchase Approved Meters from those Customers that have already purchased Approved Meters. The purchase price for Approved Meters will be the unit cost of the meter only, documented by a written receipt provided by the Customer. Customers without receipts will receive the unit cost as provided by the manufacturer. Upon such payment, the Approved Meters will be owned by the District.

3.15 **Installation.** Customer is responsible for the cost of Approved Meter installation in accordance with the standards set forth in this Ordinance. All Approved Meters must be easily accessible to meter readers and repair technicians. The district shall not be liable for rents or other charges related to Customer placement or installation of Customer's Approved Meter. All Approved Meters will be tested by the District prior to full operation. After installation of any Approved Meter, District approval will be required to change the location of the Approved Meter from the existing Customer Service Connection, alter, or interfere in any way with the Approved Meter.

3.20 **Operation.** It shall be the responsibility of the Customer to report to the District if District owned Approved Meters are not in good working order at all times. It shall be the responsibility of the Customer to maintain Customer owned Approved Meters in good working order at all times.

3.25 **Meter Access.** It is the responsibility of Customer to provide District representatives with adequate access to Approved Meters and remote reading devices, and District shall have the authority to enter Customer's property for purpose of reading the Approved Meter and testing the accuracy of Approved Meters. Obstacles that prevent convenient access to the Approved Meter must be removed. Customers must provide an accessible location for their Approved Meter so they can be easily read, tested, or inspected by authorized District

employees or vendors. If Approved Meter access is required by the District, Customer shall provide such access as noted on bills or otherwise presented.

3.30 **Meter Reading.** Approved Meters shall be read at a frequency established by the General Manager as specified in the Uniform Water Sale and Purchase Agreement to permit the computation, operation, and mailing of bills as soon thereafter as practicable, and in compliance with the legal requirements imposed by the State Water Board on the District.

3.35 **Meter Testing.**

3.351 An Approved Meter may be tested whenever the District has reason to believe it is failing to function properly. It is the District's right to contract for or independently inspect, test, and require service of such Approved Meters. Authorized employees or contracted vendors of the District shall be permitted to inspect and test Approved Meters when requested by District. An Approved Meter is considered accurate when it meets the requirements of the Measuring Requirements.

3.35.2 Approved Meters shall be checked for accuracy whenever an Approved Meter is installed or repaired, and at regular intervals thereafter upon request of the District or the State Water Board, in accordance with the Measuring Requirements. Approved Meters determined not to be accurate shall be repaired or replaced by District within a period not to exceed sixty (60) days, or as soon as can be coordinated with Customer after the inaccuracy is detected. District shall contact Customer directly to coordinate installation, testing and/or repair.

3.40 **Changes in Location.** No Approved Meter shall be relocated from the existing Customer Service Connection without the prior written approval of the General Manager. All relocation work shall be done by the Customer or under Customer's direction. All costs of relocating an Approved Meter shall be borne by Customer where the Approved Meter is moved for Customer's convenience or to provide required access to the Approved Meter.

3.45 **Changes in Equipment.** A larger Approved Meter that is required because of a material change in the size, character, or extent of a Customer's equipment, operation, or water supply needs, will be supplied by the District after notification of such material change(s) by Customer in compliance with Article 3.1 and all other provisions of this Ordinance. Installation cost will be the responsibility of Customer.

3.50 **Back-up Measurement.** Customers shall be prepared to provide another acceptable method of computing diversions during any period of Approved Meter failure to avoid the loss of such information. Two acceptable back-up methods consist of using hour meters and records on pumping rates or use of power company records and pump efficiency tests that are no more than three (3) years old and are adjusted for average pumping level during the period of use. If special circumstances exist where either of these back-up procedures cannot be used, or are impracticable to use, Customer shall request approval of another alternative back-up procedure from District. District will provide assistance and will review the requested alternative back-up procedure and notify Customer whether the proposed back-up procedure is approved or

denied. If an Approved Meter does not register, and no back-up measurement is in place, amounts of water sold and delivered will be established based on previous use.

3.55 **Altering Meters.** It shall be a violation of this Ordinance for any person to alter, remove, reset, adjust, manipulate, obstruct, or in any manner interfere or tamper with or procure or cause or direct any person to alter, remove, reset, adjust, manipulate, obstruct, or in any manner interfere or tamper with any Approved Meter to improperly or inaccurately measure and record. Customers shall be responsible for paying for the cost of damages to any Approved Meter caused by neglect, abuse, or other Customer action as determined by the General Manager or Board of Trustees. Customer is responsible for seasonally removing Approved Meters from flood prone areas where flooding could destroy Approved Meters.

3.60 **Violations.** Upon finding of a violation of this Article by a Customer, District may, at its option, either discontinue service or require installation of a District owned Approved Meter of appropriate size at Customers' cost.

## ARTICLE 6 PRICING

Sections:

- 6.10 Price Schedule
- 6.15 Other Fees
- 6.20 Modification of Price Schedule

6.10 **Price Schedule.** The Board shall, by resolution, fix the price per unit at which District Water will be sold to each Customer of the District on an annual basis with the approval of the District annual fiscal year budget. Such price shall reflect all costs and out-of-pocket expenses directly incurred by the District in delivering District Water for sale to the Service Connection of each Customer. The District's costs shall include the actual cost per acre foot to (a) obtain water from its sources; (b) convey District Water to each Customer Service Connection; (c) pay any required fees and costs for water supply and conveyance to each Customer Service Connection; (d) pay any costs of environmental review; (e) pay any conveyance cost of District Water supplied to each Customer including costs of electrical power; (f) pay the principal and interest on any bonded debt for capital improvements and any bond redemption costs; (g) pay ordinary administration and maintenance expenses of the District; (h) pay the cost of construction of new capital improvements; (i) pay the cost of maintenance and operation of all capital improvements; (j) set aside funds for the funding of a prudent reserve; (k) comply with California and federal laws.

6.15 **Other Fees.** By resolution the Board shall fix the amount of the following fees applicable to Customers who have entered into a Uniform Water Sale and Purchase Agreement with the District:

- A. Charge to reseal meter
- B. Charge to test or witness meter test
- C. Return check charges
- D. Late payment charge for failure to pay contract payments and other fees in a timely manner
- E. Charge for unauthorized meter use
- F. Application fee
- G. Deposit regarding execution of Uniform Water Sale and Purchase Agreement
- H. Reconnect fees
- I. Penalties and collection charges

6.20 **Modification of Price Schedule.** By resolution the Board may amend, alter, modify, increase, or decrease any fees provided for in Section 6. The District reserves the right to alter its pricing schedule on an annual basis so as to include all of the District's costs incurred in providing District Water to its Customers.

**ARTICLE 7**  
**BILLING**

Sections:

- 7.10 Billing Period
- 7.15 Payment
- 7.20 Delinquency
- 7.25 Penalties and Collection Charges
- 7.30 Billing of Separate Meters

7.10 **Billing Period.** District shall bill each Customer annually as provided in the Uniform Water Sale and Purchase Agreement.

7.15 **Payment.** Bills for sale and delivery of District Water shall be mailed or delivered to the Customer on or about February 1 of each year, and all such bills are payable upon presentation.

7.20 **Delinquency.** Bills for sale and delivery of District Water not paid on or before the twenty-fifth day following the billing date shall be considered delinquent, at which time the District may implement any remedies allowed by the Uniform Water Sale and Purchase Agreement, including, but not limited to, providing notice to the Customer advising the Customer that District Water supply and delivery will be discontinued.

7.25 **Penalties and Collection Charges.** The District shall impose and collect such reasonable late payment penalties for delinquent accounts as the Board may fix by resolution pursuant to Section 6. Such charges include late fees, interest, returned check charges, bank fees, rebilling costs, redeposit and accounting costs, and field collection fees.

7.30 **Billing of Separate Meters.** Separate bills will be rendered for each meter installation.

**ARTICLE 8**  
**DISCONTINUATION OF WATER SUPPLY**

Sections:

- 8.10 Discontinuation of Water Supply
- 8.15 Deposits and Refunds
- 8.20 Resumption of Water Supply After Discontinuation
- 8.25 Noncompliance with Regulations

8.10 **Discontinuation of Water Supply.** District may discontinue District Water supply to a Customer Service Connection for nonpayment of bills. Prior to discontinuing water service under this Agreement, District must provide Customer thirty (30) days' advance written notice prior to the proposed discontinuance, specifying the grounds upon which the action is to be taken. Before discontinuance of the service, the Customer shall have the opportunity to discuss the reasons for the proposed discontinuance with the District's General Manager, or their designated agent, who shall be empowered to review all letters and statements, rectify any errors, and settle any controversies pertaining to the discontinuance of service. Customers shall be entitled to appeal any decision of the General Manager to the Board of Trustees. If a Customer receives District Water supply at more than one Service Connection and the bill for District Water at any one Service Connection is not paid within the time provided for payment, District Water supply may be discontinued at all Service Connections utilized by that Customer.

8.15 **Deposits and Refunds.** Upon discontinuation of District Water supply to a Customer for nonpayment, the District shall apply any deposit previously paid by the Customer to the District as credit towards the amount of the Customer's delinquent bill. If the deposit exceeds the amount of any unpaid bill or debt owed to the District, the District will promptly refund the balance of the deposit to the Customer.

8.20 **Resumption of Water Supply After Discontinuation.** If a Customer defaults in the performance of its Uniform Water Sale and Purchase Agreement with the District by reason of nonpayment or any other event of default, the District shall have the right to discontinue District Water supply to that Customer until all contract payments and other fees due and owing to the District have been paid by Customer. In order to resume District Water supply after any such discontinuance, the Customer will be required to execute a new Uniform Water Sale and Purchase Agreement in the form approved by the District's Board of Trustees and may be required to pay a deposit to the District, in an amount to be determined by the Board of Trustees, sufficient to prepay a significant portion of the bills to be incurred by the Customer for water sale and delivery pursuant to the new Uniform Water Sale and Purchase Agreement executed by the Customer and the District.

8.25 **Noncompliance with Regulations.** District Water supply may be discontinued by the District for noncompliance by a Customer with this or any other ordinance or regulation adopted by the District's Board of Trustees with respect to the sale and delivery of District Water to Customers. In the event of violation of any terms of this Ordinance other than failure of a Customer to pay any District Water service charge prior to delinquency, District may discontinue District Water supply to the Customer by providing thirty (30) days advance written notice prior to the proposed discontinuance of the District's intent to discontinue service and specifying the grounds upon which the action is to be taken. Notice shall be mailed to the address of record for

the Customer. Before discontinuance of the service, the Customer shall have the opportunity to discuss the reasons for the proposed discontinuance with the District's General Manager, or their designated agent, who shall be empowered to review all letters and statements, rectify any errors, and settle any controversies pertaining to the discontinuance of service. Customers shall be entitled to appeal any decision of the General Manager to the Board of Trustees.

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**ARTICLE 9**  
**DISTRICT WATER CONSERVATION PROGRAM**

Sections:

- 9.10 Establishment of Conservation Program
- 9.15 Determination and Declaration
- 9.20 Water Conservation Enforcement Measurers

9.10 **Establishment of Conservation Program.** There is hereby established the District Water Conservation Program which shall be administered as provided in this section. This Program is adopted pursuant to the laws of the State of California. Any violation of the provisions in this section is a misdemeanor.

9.15 **Determination and Declaration.**

9.15.1 During any period of threatened or actual water shortage, the District has the right to apportion its available District Water supply among Customers in a manner that appears most equitable with due regard to public health and safety.

9.15.2 The District Board of Trustees will use all available data regarding water supply and/or distribution in considering a formal declaration of the Water Conservation Program Stages listed below.

- A. **Stage I - Water Warning.** Under current and forecasted conditions, there is a high probability that the District will be unable to meet all demand of its Customers with District Water. The District calls for customers to enact water conservation measures, begin voluntarily reducing District Water demand, and follow any approved State Water Resources Control Board Emergency Regulations in effect.
- B. **Stage II – Water Crisis.** Under current and forecasted conditions, the District will be unable to meet all water demands of its Customers with District Water. The District calls for customers to increase water conservation measures, voluntarily reducing District Water demand, and follow any approved State Water Resources Control Board Emergency Regulations in effect.
- C. **Stage III - Water Emergency.** The District is experiencing a major failure of supply or storage of District water. The District calls for customers to further reduce demand on District Water to prioritize water for human consumption, sanitation, and fire protection and follow any approved State Water Resources Control Board Emergency Regulations in effect.

9.15.3 The District General Manager shall post and communicate the Board of Trustees' declaration of the applicable Water Conservation Program Stage on the District website, at the District office, and directly to each customer through electronic message or other identified preferred method of communication.

9.15.4 As soon as a particular stage is declared by the Board of Trustees to exist, the water conservation measures provided for herein for that stage shall apply to the area designated for District Water service until a different stage is declared or the declaration rescinded.

9.15.5 If no District declaration is in effect, the stage will be considered 'Normal' meaning the District is able to meet all the water demands of its Customers in the immediate future with District Water.

9.20 **Water Conservation Enforcement Measures.** Water conservation enforcement measures for persistent water wasters shall offer the following sequence of notification, discontinuance of service, and progressive reconnect fees.

- A. Notify Customer of water waste condition in writing with first letter offering service to help correct the situation and follow up with one-on-one contact over a two (2) week period.
- B. Send a second letter giving a specific date for correction and notice that the District will, after that date, terminate service until a reconnect fee is paid. Said reconnect fees shall be established in a resolution by the Board of Trustees of the District.

**ARTICLE 10  
SURPLUS WATER**

Sections:

- 10.10 Annual Determination of Surplus Water
- 10.15 Allocation of Surplus Water

10.10 **Annual Determination of Surplus Water.** The District shall determine annually whether or not there is Surplus Water available.

10.15 **Allocation of Surplus Water.**

- A. Additional Allocations to Customers. Each year in which the District has determined there is Surplus Water available, the District shall offer, all or a portion of the Surplus Water to its Customers. Any Customer may purchase all or part of such Surplus Water. Customer shall provide written notice to the District of its desire to accept and pay for such Surplus Water within thirty (30) days after District's issuance of the Notice of Surplus Availability. After said thirty (30) day period, the District may offer any remaining Surplus Water to all other water users holding a contract with the District during which time Customer may still indicate its desire to accept such surplus by providing written notice to the District. If the Customers express a desire to purchase more Surplus Water than has been determined to be available, the District shall apportion the available Surplus Water among all Customers in such manner as the District shall determine to be equitable. Customer's failure to pay, by the due date, the price per acre foot established by the District for Surplus Water shall constitute a Customer default under this Agreement.
- B. Redwood Valley County Water District. Any Surplus Water not purchased by Customers as provided in Section 10.15 A shall be made available to Redwood Valley County Water District as required by Mendocino County Superior Court stipulated judgment in Mendocino County v. Redwood Valley, Case No. 42059.

The foregoing Ordinance was introduced and read once at a regular meeting of the Board of Trustees of the Mendocino County Russian River Flood Control and Water Conservation Improvement District held on \_\_\_\_\_, and was passed and adopted at a regular meeting of said Board of Trustees held on \_\_\_\_\_, by the following vote:

Christopher Watt, President	Yes / No / Abstain / Absent
Tyler Rodrigue, Vice President	Yes / No / Abstain / Absent
John Bailey, Treasurer	Yes / No / Abstain / Absent
John Reardan, Trustee	Yes / No / Abstain / Absent
Dave Koball, Trustee	Yes / No / Abstain / Absent

Signed: \_\_\_\_\_  
Christopher Watt, Board of Trustees President Date

Attest: \_\_\_\_\_  
Elizabeth Salomone, General Manager Date

***Mendocino County Russian River Flood Control &  
Water Conservation Improvement District***

**STAFF REPORT**

**Agenda Item 6:**

**Revised Uniform Water Supply & Purchase Agreement and Amendment  
Monday, May 5, 2025**

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**The Strategic Plan** relevant priority is **Administration** through effective systems and improved transparency, accountability, and consistency across the District.

**Background**

On June 26, 2000, the District Board approved Ordinance 00-01 “Establishing Regulations & Rules for Water Sales.” Subsequently, Resolution 04-04 “Adopting a Uniform Water Supply Agreement” was approved to implement Ordinance 00-01 and improve water use accounting under the District’s State Water Resources Control Board issued water right. The District’s water supply agreement has gone through several updates since the original adoption. The most recent agreement version was adopted on April 14, 2014 by approval of Resolution 14-04 “Adopting a Uniform Water Sale and Purchase Agreement.” In 2020, the four exhibits of the Agreement were updated to provide more information on Customer points of diversion, place of use, and water rights.

At the April 7, 2025 Board Meeting, feedback was received on the draft document. Staff was asked to clarify the surplus water section including the use of “Customer” and “Contractor” throughout the document. There were also questions regarding the section on surplus water.

**Discussion**

In a previous agenda item of this meeting, the Board is being asked to consider adopting Ordinance No. 25-01 “Establishing Regulations and Rules for Water Sales.” Updating the Uniform Water Sale & Purchase Agreement (“Agreement”) simultaneously will keep the Agreement aligned with the approved Water Sales Ordinance. Staff and Legal Counsel are proposing the use of an Amendment to the current original Agreement to provide clarification on the changes made to Customers.

**Based on feedback received from the Board at the April 2025 Board meeting, Legal Counsel and Staff have developed additional proposed changes as shown below:**

- Remove: "Contractors" shall mean Customer, as well as District's other customers who have entered into Water Supply Agreements.
- Add: “Customer” shall mean the signatory to this Uniform Water Supply and Purchase Agreement.
- Add: “Customers” shall mean every customer who has signed a Uniform Water Supply and Purchase Agreement with the District.
- Add: “Surplus” shall mean District Water temporarily available during any water year in excess of the amounts necessary for the District to meet the demands of its Customers as set forth in the schedules described in Section 4.7.
- Replace all use of “Contractors” to “Customers.”

*(Continued...)*

- Update to the Surplus section:

**Surplus Water.** When Surplus Water is available, as determined by the District, Customers may purchase all or part of such Surplus Water in accordance with the following procedures:

3.2.1. The District shall provide all Customers a Notice of Surplus Availability;

3.2.2. Customer shall provide written notice to the District of its desire to accept and pay for such Surplus Water within thirty (30) days after District's issuance of the Notice of Surplus Availability;

3.2.3. After said thirty (30) day period, the District may offer any remaining Surplus Water to all other water users holding a contract with the District during which time Customer may still indicate its desire to accept such surplus water by providing written notice to the District.

3.2.4. If Customers express a desire to purchase more Surplus Water than has been determined to be available, the District shall apportion the available Surplus Water among all Customers in such manner as the District shall determine to be equitable.

3.2.5. Customer's failure to pay, by the due date, the price per acre foot established by the District for Surplus Water shall constitute a Customer default under this Agreement.

Recommendation:

- Move to approve the proposed Amendment to the Uniform Water Sale & Purchase Agreement;  
and
- Move to approve the proposed updated Uniform Water Sale & Purchase Agreement;  
and
- Direct staff to update all Uniform Water Sale & Purchase Agreements with Customers.

Attachments:

- Proposed Amendment to the Uniform Water Sale & Purchase Agreement
- Proposed updated Uniform Water Sale & Purchase Agreement
- (Red-line versions of the proposed Amendment and proposed updated Uniform Water Sale & Purchase Agreement can be found at <https://rrfc.specialdistrict.org/2025-05-05-board-meeting>)

\* \* \* \*

Prepared and submitted to the Board of Trustees by: Elizabeth Salomone, General Manager

# Mendocino County Russian River Flood Control & Water Conservation Improvement District

## AMENDMENT to the UNIFORM WATER SALE AND PURCHASE AGREEMENT

This Amendment to Uniform Water Sale and Purchase Agreement (“Amendment”) is entered into by and between **\*\*CUSTOMER NAME\*\*** (“Customer”) and MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL AND WATER CONSERVATION IMPROVEMENT DISTRICT (“District”) as of **\*\*INSERT DATE\*\***.

### RECITALS

WHEREAS, the District desires to amend certain provisions of the Uniform Water Sale and Purchase Agreement (“Agreement”) which govern the process by which customers may purchase and consume a specific amount of water from the District pursuant to the terms and conditions of said Agreement.

WHEREAS, Section 17.5 of the Agreement authorizes the District to modify the Agreement in writing by mutual agreement signed by both Customer and District.

WHEREAS, by this amendment District seeks to update and clarify various terms and conditions of the Agreement in order to better reflect District’s water rights and to align with new water year reporting requirements imposed by the California State Water Resources Control Board.

**NOW, THEREFORE**, in consideration of the foregoing recitals of fact, the mutual covenants described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

### AGREEMENT

#### THROUGHOUT DOCUMENT

1. All references to “Permit” in the Agreement shall hereby be amended to read “water rights.”
2. All references to “Ordinance No 00-01” in the Agreement shall hereby be amended to read “Ordinance No 25-01.”
3. All references to “Project Water” in the Agreement shall hereby be amended to read “District Water.”
4. All references to “meter” in the Agreement shall hereby be amended to read “Approved Meter.”
5. All references to “facsimile” in the Agreement shall hereby be amended to read “email” and references to Federal Express shall be deleted.

6. All references to “Contractors” in the Agreement shall hereby be amended to read “Customers.”

## ARTICLE 2. DEFINITIONS.

The following changes shall be made to DEFINITIONS and section numbers updated:

7. ADD: “Approved Meter” shall mean a manufactured instrument for accurately measuring and recording the flow of water in a pipeline that can meet the requirements of the District’s Alternative Compliance Plan under the State Water Resources Control Board water measurement and reporting regulation and has been approved by the District General Manager.
8. REMOVE "Contractors" shall mean Customer, as well as District's other customers who have entered into Water Supply Agreements
9. ADD “Customer” shall mean the signatory to this Uniform Water Supply and Purchase Agreement.
10. ADD “Customers” shall mean every customer who has signed a Uniform Water Supply and Purchase Agreement with the District.
11. EDIT “Customer Water” to the following: "Customer Water" shall mean any other rights (Pre-1914, riparian, appropriative, etc.) to water held by Customer that are not subject to this Agreement, as set forth in EXHIBIT C to this Agreement, which amendment may be revised from time to time to add newly acquired rights by written submission by Customer and acceptance by District.
12. DELETE “Project Water” and REPLACE with the following: "District Water" shall mean any and all water available to the District for distribution.
13. DELETE “Permit” and REPLACE with the following: “Water Rights” shall collectively refer to District License Nos. 013898, 003870, and 004783 as issued by the California State Water Resources Control Board and any other water rights or water supply sources of the District.
14. ADD “Surplus” shall mean District Water temporarily available during any water year in excess of the amounts necessary for the District to meet the demands of its Customers as set forth in the schedules described in Section 4.7.
15. EDIT “Year” to the following: "Year" shall mean the standard water year from October 1 through September 30 of the following year.

ARTICLE 3. CONTRACT AMOUNT.

16. SECTION 3.2 of the Agreement shall be amended to read:

3.2. **Surplus Water.** When Surplus Water is available, as determined by the District, Customers may purchase all or part of such Surplus Water in accordance with the following procedures:

3.2.1. The District shall provide all Customers a Notice of Surplus Availability;

3.2.2. Customer shall provide written notice to the District of its desire to accept and pay for such Surplus Water within thirty (30) days after District's issuance of the Notice of Surplus Availability;

3.2.3. After said thirty (30) day period, the District may offer any remaining Surplus Water to all other water users holding a contract with the District during which time Customer may still indicate its desire to accept such surplus water by providing written notice to the District.

3.2.4. If Customers express a desire to purchase more Surplus Water than has been determined to be available, the District shall apportion the available Surplus Water among all Customers in such manner as the District shall determine to be equitable.

3.2.5. Customer's failure to pay, by the due date, the price per acre foot established by the District for Surplus Water shall constitute a Customer default under this Agreement.

ARTICLE 3. CONTRACT AMOUNT.

17. SECTION 4.2. of the Agreement shall be amended to read:

4.2. **Change in Point of Delivery.** Customer shall not change the location of or substantially alter the Point of Delivery as each Customer's specific Point of Delivery is included as an authorized point of rediversion in the District's water rights. Should Customer seek to change its Point of Delivery, Customer shall notify District and thereafter Customer and District shall work collaboratively to pursue filing of a minor change petition with the State Water Resources Control Board to authorize an additional point of rediversion under the District's water rights. Customer shall reimburse District for all costs associated with pursuing such a minor change petition. Should Customer not seek to file a minor change petition, or should the petition be unsuccessful, then this Agreement shall either remain in effect as to the original Point of Delivery or terminate in accordance with the procedures established herein upon change in the Point of Delivery.

18. SECTION 4.3. of the Agreement shall be amended to read:

4.3. **Diversion Costs.** All permitting, construction, reconstruction, and maintenance costs for facilities necessary or used to divert District Water from the Russian River shall

be born solely by Customer. Customer is solely responsible for all costs associated with treatment, diversion headworks, pumping facilities, etc., to divert, convey, transport, treat, and deliver District Water for its ultimate use by Customer.

19. SECTION 4.5 of the Agreement shall be amended to read:

4.5 **Resale of Water.** Customer shall not resell any portion of the District Water made available under this Agreement without prior written authorization from the District. Notwithstanding the above or Section 4.60 of the Ordinance, if Customer is a public agency, it shall have the right to resell and distribute water to customers within the portion of its boundary within the District's Place of Use.

20. SECTION 4.7. of the Agreement shall be amended to read:

4.7. **Schedule.** Customer shall submit, in writing, to the District, prior to April 15 of each Year, a schedule, in a form satisfactory to the District, of water to be made available to the Customer during that Year

## ARTICLE 5. METERS AND WATER USAGE REPORTS.

21. SECTION 5.1. of the Agreement shall be amended to read:

5.1. **Installation and Maintenance.** In accordance with Ordinance No. 25-01 as amended or revised in the future and all supporting Resolutions and Policies, all Project Water made available pursuant to this Agreement shall be metered at each of Customer's Points of Delivery by an Approved Meter furnished by the District and installed by Customer, subject to the approval of the District. The District shall/may inspect, test and service all such Approved Meters at regular intervals at its own cost and expense. All determinations relative to the measurement of Project Water shall be made by the District.

22. SECTION 5.4. of the Agreement shall be and amended to read:

5.4. **Readings.** The District shall read each Approved Meter at Customer's Point of Delivery monthly, either directly or by remote telemetry, and provide Customer with an annual summary of total water diverted from each Approved Meter no later than November 30 of the following water year, reflecting the total amount of all water diverted by Customer from the Russian River, including Customer Water and District Water.

23. SECTION 5.5. of the Agreement shall be amended to read:

5.5. **Reports.** Based upon the Approved Meter readings provided to Customer by District as set forth in this Article, Customer shall provide District with an annual written report of water usage, quantifying all water diverted and used by Customer from the Point of Delivery, and identifying such water as District Water or Customer Water, on a form provided by or approved by District. Such report shall include a declaration under penalty of perjury that the information provided therein is accurate to the best of the signer's knowledge and belief. In addition, Customer shall establish and maintain books and

records sufficient to allow District to furnish information required to the SWRCB regarding Customer's water use. Customer shall also provide District with such other reports concerning Customer's use of District Water and compliance with this Agreement as requested by District. Such reports shall be furnished to District annually by December 31.

#### ARTICLE 6. PAYMENT.

24. SECTION 6.4. of the Agreement shall be amended to read:

**6.4. General Obligation of Customer.** The obligations of any public agency Customer under this Agreement will constitute a general obligation, and the Customer will use all of the powers and resources available to it under the law to collect the funds necessary for, and to pay, the obligation to the District under this Agreement. The Customer is obligated to pay District the payments becoming due under this Agreement notwithstanding any individual default by its water users, , or others in the payment to the Customer of assessments, taxes or other rates and charges levied.

#### ARTICLE 10. REPRESENTATIONS AND WARRANTIES OF CUSTOMER.

25. SECTION 10.7 of the Agreement shall be amended to read:

10.7. If Customer is a public agency, it agrees to provide service to all customers within its boundaries and the District's Place of Use who request a water allocation of District Water.

#### ARTICLE 11. REDUCTION IN SUPPLY OF DISTRICT WATER DUE TO SHORTAGE.

26. SECTION 11.1. of the Agreement shall be amended to read:

11.1 Reductions in Supply. The Parties recognize that the quantity of District Water available to District at any given time may be reduced or eliminated by various circumstances, including, but not limited to: (a) a drought, reduction of supply or shortage condition with respect to water available to the District under its water rights; (b) an adverse regulatory, legal or environmental determination to District, which directly or indirectly restricts District from diverting and exercising its water rights; (c) the consent of District to a restriction on its right to divert and exercise its water rights; (d) the consent of District to, or an adverse determination against District, finding that District is no longer reasonably and beneficially using all of its water; or (e) the risk of an unexpected event disrupting District's ability to transfer the water to be delivered to Customer, or an unexpected event disrupting Customer's ability to receive the water delivered by District, such as a flood, earthquake, fire, act of war, or like emergency.

27. SECTION 11.4 of the Agreement shall be amended to read:

**11.4 Water Shortage Emergencies.** Notwithstanding Section 11.2 above, the District may allocate District Water to its Customers as set forth in Article 9 of Ordinance #25-01 if a water shortage emergency has been declared pursuant to Water Code section 350. In the event of such an emergency water shortage, District shall comply with the notice, hearing, and other requirements set forth in Division 1 Chapter 3 of the California Water Code.

#### ARTICLE 12. REDUCTION IN USE AND ALLOTMENT

28. SECTION 12.1 of the Agreement shall be amended to read:

**12.1 Customer Initiation.** At any time, Customer may initiate an increase or reduction in the Contract Quantity effective the following Water Year beginning October 1 and the remainder of any Original or Extended Term, by providing written notice to District of such determination, and, in the case of an increase, subject to CEQA compliance and District written confirmation of the availability of the additional water requested.

#### ARTICLE 13. CONSERVATION PLAN

29. ARTICLE 13. of the Agreement shall be amended to read:

District Customer shall comply with the water conservation program and enforcement plan established by the District set forth in Article 9 of Ordinance 25-01 ("Plan"). Customer's failure to implement and enforce the Plan within Customer's Place of use and as against any third party to whom Customer may sell, give, or allow to receive District Water, shall constitute an event of default under this Agreement.

#### ARTICLE 17. GENERAL PROVISIONS.

30. SECTION 17.3 of the Agreement shall be amended to read:

**17.3 Property Transfer.** In the event that Customer proposes to sell its real property to which District Water is made available under this Agreement, Customer shall notify District in writing in advance of the close of escrow with sufficient time for District to consider the proposed transfer. If (a) District is timely notified of the proposed transfer; (b) Customer is not then in default under this Agreement at the time of such notification or at any time up until the close of escrow; and (c) the proposed new owner executes a new agreement with District in substantially the same form as this Agreement, or if specified by District, executes District's then-current uniform water supply agreement, on or before the close of escrow; then District shall approve the application of the proposed new owner and execute the new agreement with such owner. Upon District's execution of the replacement agreement, this Agreement shall be terminated.

31. SECTION 17.13 of the Agreement shall be amended to read:

17.13. the plural and singular numbers shall each be deemed to include the other; "shall," "will" or "agrees" are mandatory, and "may" is permissive;

32. NO OTHER CHANGES. Except as otherwise expressly set forth in this Amendment, the Agreement shall not be amended or modified and the Agreement, as amended hereby, is hereby ratified and confirmed and shall continue in full force and effect between the Parties.

**IN WITNESS WHEREOF**, the Parties have executed this Amendment as of the last date written below.

**MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL AND WATER CONSERVATION IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
President of the Board of Trustees Date

ATTEST:

\_\_\_\_\_  
Secretary of the Board of Trustees Date

**CUSTOMER**

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

**\*\*CUSTOMER NAME, COMPANY NAME\*\***  
**\*\*ADDRESS \*\***  
**\*\*PHONE NUMBER \*\* \*\*EMAIL ADDRESS\*\***

# Mendocino County Russian River Flood Control & Water Conservation Improvement District

## UNIFORM WATER SALE AND PURCHASE AGREEMENT

This Uniform Water Sale and Purchase Agreement is entered into by and between **\*\*CUSTOMER NAME\*\*** ("Customer") and **MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL AND WATER CONSERVATION IMPROVEMENT DISTRICT** as of **\*\*INSERT DATE\*\***.

### ARTICLE 1. EXPLANATORY RECITALS

1.1 District holds water rights to the Russian River in Mendocino County, California, and has established a process by which customers may purchase and consume a specific amount of water from the District through filing an application and, upon approval of District, execution of this Agreement.

1.2 Customer wishes to contract with District for a quantity of District Water under the terms and conditions of this Agreement and applicable provisions of California law and has filed an application with District for that purpose.

1.3 Customer may also hold water rights under state law to water from the Russian River.

**NOW, THEREFORE**, in consideration of the foregoing recitals of fact, the mutual covenants described herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE 2. DEFINITIONS

When used herein, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, the term:

2.1 "**Act**" shall mean Chapter 54 of the Water Agency Acts, entitled the Mendocino County Water Agency Act, as may be amended from time to time.

2.2 "**Agreement**" shall mean this agreement between the Parties.

2.3 "**Approved Meter**" shall mean a manufactured instrument for accurately measuring and recording the flow of water in a pipeline that can meet the requirements of the District's Alternative Compliance Plan under the State Water

Resources Control Board water measurement and reporting regulation and has been approved by the District General Manager.

2.4 **"CEQA"** shall mean the California Environmental Quality Act (Public Resources code Sections 21000 et seq.).

2.5 **"Contract Quantity"** shall mean the maximum quantity of District Water made available to Customer as specified in EXHIBIT A, subject to the terms and conditions of this Agreement.

2.6 **"Customer"** shall mean the signatory to this Uniform Water Supply and Purchase Agreement.

2.7 **"Customers"** shall mean every customer who has signed a Uniform Water Supply and Purchase Agreement with the District.

2.8 **"Customer Place of Use"** shall mean Customer's place of use, designated as Assessor Parcel Number(s) for non-public agency Customers, and legal boundaries for public agency Customers, as designated on the map attached as EXHIBIT B to this Agreement.

2.9 **"Customer Water"** shall mean any other rights (Pre-1914, riparian, appropriative, etc.) to water held by Customer that are not subject to this Agreement, as set forth in EXHIBIT C to this Agreement, which amendment may be revised from time to time to add newly acquired rights by written submission by Customer and acceptance by District.

2.10 **"District"** shall mean the Mendocino County Russian River Flood Control and Water Conservation Improvement District, a public agency organized and operating pursuant to the Act, acting through its Board of Trustees, unless delegated to the General Manager.

2.11 **"District Enactments"** shall mean Ordinance No. 25-01, as revised or amended, and all supporting Resolutions.

2.12 **"District Place of Use"** shall mean the District's Place of Use as designated in its water rights.

2.13 **"District Water"** shall mean any and all water available to the District for distribution.

2.14 **"Effective Date"** shall mean the date of this Agreement specified above.

2.15 **"Ordinance"** shall mean Ordinance No. 25-01, the Russian River Flood Control and Water Conservation Improvement District Ordinance Regarding Water Sales, as amended or revised in the future.

2.16 **"Party" or "Parties"** shall mean Customer and District.

2.17 **“Surplus Water”** shall mean District Water temporarily available during any water year in excess of the amounts necessary for the District to meet its Customer demand for the water year.

2.18 **“Water Rights”** shall collectively refer to District License Nos. 013898, 003870, and 004783 as issued by the California State Water Resources Control Board and any other water rights or water supply sources of the District.

2.19 **"Point of Delivery" or "Service Connection"** shall mean the location(s) where Customer diverts District Water from the Russian River as identified in EXHIBIT D to this Agreement.

2.20 **“Surplus”** shall mean District Water temporarily available during any water year in excess of the amounts necessary for the District to meet the demands of its Customers as set forth in the schedules described in Section 4.7.

2.21 **"SWRCB"** shall mean the California State Water Resources Control Board.

2.18 **"Year"** shall mean standard water year from October 1 through September 30 of the following year.

In addition, terms used in this Agreement that are defined in the Ordinance shall have the meaning defined therein unless another inconsistent meaning is defined in this Agreement.

### **ARTICLE 3. CONTRACT AMOUNT**

3.1. **Amount.** Customer agrees to pay for, and District agrees to make available to Customer, the amount of District Water set forth as the Contract Quantity each Year, subject to the terms and conditions of this Agreement.

3.2. **Surplus Water.** When Surplus Water is available, as determined by the District, Customers may purchase all or part of such Surplus Water in accordance with the following procedures:

3.2.1. The District shall provide all Customers a Notice of Surplus Availability;

3.2.2. Customer shall provide written notice to the District of its desire to accept and pay for such Surplus Water within thirty (30) days after District’s issuance of the Notice of Surplus Availability;

3.2.3. After said thirty (30) day period, the District may offer any remaining Surplus Water to all other water users holding a contract with the District during which time Customer may still indicate its desire to accept such surplus water by providing written notice to the District.

3.2.4. If Customers express a desire to purchase more Surplus Water than has been determined to be available, the District shall apportion the available Surplus Water among all Customers in such manner as the District shall determine to be equitable.

3.2.5. Customer's failure to pay, by the due date, the price per acre foot established by the District for Surplus Water shall constitute a Customer default under this Agreement.

#### **ARTICLE 4. DISTRICT WATER DELIVERY AND USE**

4.1. **Point of Delivery.** District shall make the Contract Quantity available at the Point of Delivery. The parties acknowledge that Customer will divert Customer Water from the Point of Delivery as well as District Water. Customer shall take physical control of District Water at the Point of Delivery. Consistent with Ordinance 25-01, Customer shall bear all expenses of such diversion, including the furnishing and maintenance of intake facilities. Customer shall at all times comply with the local, state and federal laws, rules and regulations, including, but not limited to the District Enactments, those of the U.S. Army Corp of Engineers, California Department of Fish and Game, and any other public authority with jurisdiction over the installation and maintenance of such facilities.

4.2. **Change in Point of Delivery.** Customer shall not change the location of or substantially alter the Point of Delivery as each Customer's specific Point of Delivery is included as an authorized point of redirection in the District's water rights. Should Customer seek to change its Point of Delivery, Customer shall notify District and thereafter Customer and District shall work collaboratively to pursue filing of a minor change petition with the State Water Resources Control Board to authorize an additional point of redirection under the District's water rights. Customer shall reimburse District for all costs associated with pursuing such a minor change petition. Should Customer not seek to file a minor change petition, or should the petition be unsuccessful, then this Agreement shall either remain in effect as to the original Point of Delivery or terminate in accordance with the procedures established herein upon change in the Point of Delivery.

4.3. **Diversion Costs.** All permitting, construction, reconstruction, and maintenance costs for facilities necessary or used to divert District Water from the Russian River shall be born solely by Customer. Customer is solely responsible for all costs associated with treatment, diversion headworks, pumping facilities, etc., to divert, convey, transport, treat, and deliver District Water for its ultimate use by Customer.

4.4. **Place of Use.** District Water made available to Customer shall not be used, sold, or disposed of by the Customer outside of the Customer's Place of Use, nor outside of the District's Place of Use.

4.5. **Resale of Water.** Customer shall not resell any portion of the District Water made available under this Agreement without prior written authorization from the District. Notwithstanding the above or Section 4.60 of the Ordinance, if Customer is a public agency, it shall have the right to resell and distribute water to customers within the portion of its boundary within the District's Place of Use.

4.6. **Responsibility for Handling Water and Indemnification.** Customer shall be responsible for the carriage, handling, and control of District Water made available hereunder after the water has passed the Point of Delivery. District shall not be responsible, beyond the Point of Delivery, for the control, carriage, handling, use, disposal, or distribution of District Water, and Customer shall hold the District harmless on account of damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury, or death, arising out of or connected with the control, carriage, handling, use, disposal, or distribution of District Water beyond the Point of Delivery.

4.7. **Schedule.** Customer shall submit in writing to the District, prior to April 15 of each Year, a schedule in a form satisfactory to the District of water to be made available to the Customer during that Year.

4.8. **Interruption of Water Service.** The District does not guarantee continuous availability of District Water on demand. From time to time, it may be necessary for the District to shut off the flow of water in its water system for various reasons, including, but not limited to, those set forth in the District Enactments. Except in emergencies, such stoppages will not be made without prior notice to Customer. The District shall not assume any responsibility or be held liable for loss or damage which may occur due to such interruption of water service.

4.9. **Limitations on Obligations of District.** District shall be under no obligation to provide water service, or to make District Water available to the Customer except during such time and to the extent and in the quality and manner that District Water is available pursuant to the District's water rights and in the Russian River, and subject to the terms and conditions of this Agreement. District shall not be liable to the Customer in the event of delay, interruption, discontinuance, low water levels, or quality deterioration of the District Water to be made available to Customer, except to the extent that such conditions result from the gross negligence or willful misconduct of the District.

## **ARTICLE 5. METERS AND WATER USAGE REPORTS**

5.1. **Installation and Maintenance.** In accordance with Ordinance No. 25-01 as amended or revised in the future and all supporting Resolutions and Policies, all District Water made available pursuant to this Agreement shall be metered at each of Customer's Points of Delivery by an Approved Meter. All determinations relative to the measurement of District Water shall be made by the District.

5.2. **District Meters.** Consistent with Ordinance 25-01, District may in its sole discretion, and at such time determined by District, place its own Approved Meter at a Point of Delivery, and Customer shall make space available for that purpose in accordance with District's specifications. Once District has installed its own Approved Meter, District shall have the responsibility to maintain it in good repair and condition.

5.3. **Access.** Authorized agents of the District shall be allowed to enter Customer's property in order to install, repair, replace, evaluate, test, inspect, read, and/or monitor the operation of metering, pumping, and conveyance facilities installed by the Customer or by District at the Service Connection without advance notice, and Customer hereby grants District sufficient license and permission to facilitate such activity.

5.4. **Readings.** The District shall read each Approved Meter at Customer's Point of Delivery monthly, either directly or by remote telemetry, and provide Customer with an annual summary of total water diverted from each Approved Meter no later than November 30 of the following water year, reflecting the total amount of all water diverted by Customer from the Russian River, including Customer Water and District Water.

5.5. **Reports.** Based upon the Approved Meter readings provided to Customer by District as set forth in this Article, Customer shall provide District with an annual written report of water usage, quantifying all water diverted and used by Customer from the Point of Delivery, and identifying such water as District Water or Customer Water, on a form provided by or approved by District. Such report shall include a declaration under penalty of perjury that the information provided therein is accurate to the best of the signer's knowledge and belief. In addition, Customer shall establish and maintain books and records sufficient to allow District to furnish information required to the SWRCB regarding Customer's water use. Customer shall also provide District with such other reports concerning Customer's use of District Water and compliance with this Agreement as requested by District. Such reports shall be furnished to District annually by December 31.

## **ARTICLE 6. PAYMENT**

6.1. **Price.** Customer shall pay District for all District Water made available to Customer each Year, but not less than the Contract Quantity, at the per acre foot rate determined annually by the District, subject to the Ordinance, in addition to other fees set forth in District Enactments.

6.2. **Obligation to Purchase.** While Customer shall be obligated to pay for the Contract Quantity annually regardless of the amount of District Water actually diverted by Customer pursuant to this Agreement, Customer shall not be required to pay for any portion of the Contract Quantity that is not available for diversion as set forth as determined by District in Article 11. At any time, the Customer may refuse to

accept District Water pursuant to this Agreement, however, the Customer shall remain obligated to make payment required under this Agreement.

6.3. **Invoice and Payment.** On or about February 1 of each Year, District shall invoice Customer for amounts due hereunder for the previous Year. Customer shall pay each such invoice within twenty-five (25) days of issuance. Customer's obligation to pay each such invoice shall be absolute and unconditional, and not subject to deduction, setoff, prior notice, demand, or inability of Customer to use, store, or resell District Water, and shall be subject to collection and enforcement as set forth in the District Enactments.

6.4. **General Obligation of Customer.** The obligations of any public agency Customer under this Agreement will constitute a general obligation, and the Customer will use all of the powers and resources available to it under the law to collect the funds necessary for, and to pay, the obligation to the District under this Agreement. The Customer is obligated to pay District the payments becoming due under this Agreement notwithstanding any individual default by its water users, , or others in the payment to the Customer of assessments, taxes or other rates and charges levied.

## **ARTICLE 7 TERM**

7.1. **Term.** The term of this Agreement ("Original Term") shall be for twenty (20) years from and after the Effective Date. Upon expiration of the Original Term, this Agreement shall automatically renew for another one (1) year term ("Extended Term"). Each Extended Term shall automatically renew for another one (1) year Extended Term, unless either party provides notice to the other of its intent to terminate this Agreement as provided below.

7.2. **Notice of Voluntary Termination.** During any Extended Term, either Party may give the other Party written notice of its intent to terminate. Once such notice is given, there shall be no further extension of the term, and the Agreement shall terminate at the conclusion of the then-existing Extended Term.

7.3. **Termination for Regulatory Infeasibility.** District may terminate this Agreement upon sixty (60) days prior written notice upon the occurrence of any of the following conditions:

7.3.1. the SWRCB reduces, modifies, or conditions the District's water rights on factors beyond the District's practical or economic ability to accommodate;

7.3.2. the transactions contemplated by this Agreement are enjoined or otherwise prohibited by a court of competent jurisdiction; or

7.3.3. the Parties mutually agree in writing that completion of the transactions contemplated by this Agreement is not feasible.

Upon such termination, this Agreement shall be null and void and each Party shall be responsible for its own expenditures and out-of-pocket costs incurred in connection with this Agreement subject to the provisions of Article 16 regarding indemnification. Nothing in this section shall be construed as an admission by either Party that this Agreement or any of its terms is subject to the approval of SWRCB or any other governmental entity.

## **ARTICLE 8. ADDITIONAL COVENANTS AND PROVISIONS**

8.1. **Environmental Review.** The parties acknowledge that District and any public agency Customer is/are responsible for compliance with the requirements of CEQA.

8.2. **Permits and Authorizations.** Customer shall support District in obtaining any permit, authorization, environmental approval, or other governmental approval necessary for the effectiveness and continuing validity of this Agreement and to fully cooperate with and use its best reasonable efforts to assist District in implementing all of the terms of this Agreement and achieving its objectives.

8.3. **No Rights Conferred.** This Agreement shall have no effect on the District's rights to District Water, as the Parties do not intend to, and under this Agreement do not in any manner or way transfer, assign, encumber or grant to Customer any ownership interest or control over District Water. Nothing in this Agreement, nor the conduct of the Parties in their performance hereof, shall confer upon Customer any legal or equitable right or claim to District Water. The availability of District Water pursuant to this Agreement shall not confer any appropriative, public trust or any other right to water of any nature on Customer or any other person or entity. Nothing in this Agreement shall act as a forfeiture, diminution, or impairment of any rights or discretion that District may enjoy to the full use of the District Water, or from future sources, or shall in any way prejudice any of District's rights, title or interest thereto. The only rights granted to Customer for use of District Water are those expressly set forth in this Agreement, and such rights and use are subject to each and every provision hereof.

8.4. **Customer Water Rights.** Customer, by signing this Agreement, is not waiving, releasing, altering, or transferring any right to Customer Water or facilities of Customer, or right to use water, vested or otherwise, that Customer may have or acquire, or which may be granted to Customer by the SWRCB. Customer does acknowledge and agree that the District may seek to secure permits for, acquire, develop, construct, and operate additional water facilities and systems in the future that will benefit Customer and Customer's businesses and properties, or other District customers. This Agreement shall not diminish, impair, supersede, or otherwise affect

Customer Water, and Customer's signature on this Agreement does not constitute a waiver, release, alteration, or transfer of any such rights, vested or otherwise, which Customer may have or acquire.

8.5. **Water Quality.** The District does not assume any responsibility and shall not be held liable with respect to the quality of District Water made available pursuant to this Agreement, and the District makes no warranty or representations as to the quality or fitness for use of District Water. Customer shall be responsible for all necessary measures at its own expense for the testing, treatment, and other steps required for Customer's intended uses of District Water.

8.6. **Wheeling.** Notwithstanding any other provision in this Agreement, if District Water cannot be received by Customer unless it is wheeled to the Customer Place of use by another public agency, District shall not provide water service to Customer without the prior written consent of the public agency responsible for the required wheeling.

## **ARTICLE 9. REPRESENTATIONS AND WARRANTIES OF DISTRICT**

District makes the following representations and warranties to Customer as of the Effective Date:

9.1. District is an improvement district duly formed and organized, validly existing and in good standing under the laws of the State of California;

9.2. District has the right, power, and authority to enter into this Agreement and to perform its obligations herein, and the persons executing this Agreement on behalf of District have the right, power, and authority to do so;

9.3. This Agreement constitutes a legal, valid, and binding obligation of District, enforceable against District in accordance with its terms; and

9.4. The execution, delivery and performance of this Agreement by District will not breach or constitute a default by District under or grounds for the acceleration of maturity of any agreement, indenture, undertaking or other instrument to which District is a party or by which District or any of its property may be bound or affected.

**ARTICLE 10.**  
**REPRESENTATIONS AND WARRANTIES OF CUSTOMER**

Customer makes the following representations and warranties to District, as of the Effective Date:

10.1. Customer is either (a) a public water agency duly formed and organized, validly existing, and in good standing under the laws of the State of California, and is qualified to do and is doing business in the State of California; or (b) is a property owner of lands located within the District's boundaries and place of use under the District water rights;

10.2. Customer has received a copy of the District Enactments, which Customer agrees are valid, subsisting, and in full force and effect, and Customer further agrees to be bound by and comply with the terms and provisions of the District Enactments.

10.3. Customer has the right, power, and authority to enter into this Agreement and perform all of its obligations hereunder, and the persons executing this Agreement on behalf of Customer have the right, power, intent, and authority to do so.

10.4. This Agreement constitutes a legal, valid, and binding obligation of Customer, enforceable against Customer in accordance with its terms.

10.5. Customer agrees to use District Water only pursuant to and in compliance with each and all of the requirements and provisions of the District's water rights, SWRCB Decision D-1030, District Enactments, and California law, including, but not limited to, the requirements of Article X Section 2 of the California Constitution that all water must be placed to reasonable and beneficial use.

10.6. Customer will not deliver, use, allow to be used, store or resell District Water to any areas, lands, or users outside of the District's Place of Use.

10.7. If Customer is a public agency, it agrees to provide service to all customers within its boundaries and the District's Place of Use who request a water allocation of District Water.

**ARTICLE 11.**  
**REDUCTION IN SUPPLY OF DISTRICT WATER DUE TO SHORTAGE**

11.1 **Reductions in Supply.** The Parties recognize that the quantity of District Water available to District at any given time may be reduced or eliminated by various circumstances, including, but not limited to: (a) a drought, reduction of supply or shortage condition with respect to water available to the District under its water rights; (b) an adverse regulatory, legal or environmental determination to District,

which directly or indirectly restricts District from diverting and exercising its water rights; (c) the consent of District to a restriction on its right to divert and exercise its water rights; (d) the consent of District to, or an adverse determination against District, finding that District is no longer reasonably and beneficially using all of its water; or (e) the risk of an unexpected event disrupting District's ability to transfer the water to be delivered to Customer, or an unexpected event disrupting Customer's ability to receive the water delivered by District, such as a flood, earthquake, fire, act of war, or like emergency.

**11.2 Allocation of Shortage.** In the event that a shortage condition from any cause is declared by the District with respect to its water rights or supply in Lake Mendocino and the east fork of the Russian River, and evidence of such shortage condition is of sufficient magnitude, in the District's sole opinion or findings, to require a reduction in diversions by District pursuant to its Permit, then District shall be entitled to reduce the amount of District Water it is required to deliver to Customer pursuant to the terms of this Agreement in the manner set forth below without any form or manner of liability. Customers will share pro rata in the reduction in District's allowed diversions from the Russian River and/or Lake Mendocino, as the case may be.

**11.3 Declaration and Notice.** In the event of a shortage pursuant to Section 11.2 above, District shall deliver a written "Notice of Impending Shortage" to Customer, informing Customer of the amount of reduction in District Water for the period in question, which shall be binding on Customer. Within thirty (30) days of delivery of such a Notice of Impending Shortage, District shall notice and conduct a public meeting to meet and confer with its customers in an effort to determine the terms and provisions under which District will deliver District Water to Customers for the period during which the shortage condition prevails.

**11.4 Water Shortage Emergencies.** Notwithstanding Section 11.2 above, the District may allocate District Water to its Customers as set forth in Article 9 of Ordinance #25-01 if a water shortage emergency has been declared pursuant to Water Code section 350. In the event of such an emergency water shortage, District shall comply with the notice, hearing, and other requirements set forth in Division 1 Chapter 3 of the California Water Code.

**11.5 Inability to Deliver.** If the delivery of District Water under the provisions of this Agreement is prevented, delayed, or made impracticable due to drought, flood, fire, earthquake, or other natural disaster, federal or state regulatory limitations, strike, unavailability of necessary materials, electrical power or fuel, civil rioting, terrorism, war or military conflict, inability of District to obtain any approval for conveyance of District Water from any government agency, including the SWRCB, or if the cost of complying with any environmental requirements renders this transaction economically or physically impractical (each a "Force Majeure Event"), District shall not be required to deliver and Customer shall not be required to pay for that portion of the District Water the delivery of which has been prevented, delayed, or made impracticable, for the period of prevention, delay, or impracticability. District Water not delivered as a result of a Force Majeure Event may be delivered to Customer

on a make-up basis upon the conclusion of the Force Majeure Event, or at other times mutually agreeable to the parties on a reasonable, mutually agreed schedule, subject to District's determination that such make-up deliveries are legally permissible and practicable.

11.6 **No Liability for Shortage.** Neither the District nor any of its officers, agents, or employees shall be liable for any damage, direct or indirect, arising from shortages in the amount of District Water to be made available for delivery to Customer under this Agreement caused by any of the reasons set forth in this Article, or any other cause beyond its control.

## **ARTICLE 12. REDUCTION IN USE AND ALLOTMENT**

12.1. **Customer Initiation.** At any time, Customer may initiate an increase or reduction in the Contract Quantity effective the following Water Year beginning October 1 and the remainder of any Original or Extended Term, by providing written notice to District of such determination, and, in the case of an increase, subject to CEQA compliance and District written confirmation of the availability of the additional water requested.

### **12.2 District Initiation.**

12.2.1 If Customer's actual beneficial use of District Water is less than the Contract Quantity for three (3) consecutive Years, the General Manager may notify Customer in writing of District's intent to reduce Customer's Contract Quantity to an amount determined by District to reflect Customer's actual, historic, beneficial use. Such notice shall provide an opportunity for the matter to be considered by District's Board of Trustees, and Customer may present information relevant to the Board's consideration. The Board's determination of the matter after such consideration shall be conclusive and final.

12.2.2 Notwithstanding Section 12.2.1 above, if Customer is a Public Water System, as defined in Section 116275 of the California Safe Drinking Water Act, Part 12, Chapter 4 of the California Health and Safety Code, the District acknowledges that the California Department of Public Health ("CDPH") may require that Customer maintain a minimum contract quantity with District ("CDPH Contract Quantity"), as well as a buffer amount above and beyond Customer's maximum demands ("Buffer"). In order to accommodate this requirement, District agrees that it will not exercise its right to reduce Customer's Contract Quantity, pursuant to Section 12.2.1, below the CDPH Contract Quantity, provided Customer covenants to utilize its full Contract Quantity less the Buffer at least once every three (3) years. District reserves the right of specific performance as provided in Section 15.2 below to enforce the covenants made by Customer.

**ARTICLE 13.  
CONSERVATION PLAN**

District Customer shall comply with the water conservation program and enforcement plan established by the District set forth in Article 9 of Ordinance 25-01 (“Plan”). Customer’s failure to implement and enforce the Plan within Customer’s Place of use and as against any third party to whom Customer may sell, give, or allow to receive District Water, shall constitute an event of default under this Agreement.

**ARTICLE 14.  
DEFAULT**

14.1. **Customer Default.** Each of the following shall constitute a default by Customer under this Agreement:

14.1.1. Customer's failure to pay, by the due date, the price per acre foot for water, or any other charge due and payable hereunder. Any such late payment shall bear interest at ten percent (10%) per annum from the due date until paid in full;

14.1.2. Customer's failure to perform, comply with, or observe any term, covenant, obligation, undertaking, or other obligation that it is to perform or observe under this Agreement, the District Enactments or applicable state or federal law concerning District Water and the use or disposition thereof, and Customer fails to cure such failure within thirty-five (35) days after District's written notice of default; or

14.1.3. If any warranty, representation or other statement made by or on behalf of Customer and contained in this Agreement or any other document furnished by Customer in compliance with or in reference to this Agreement is on the date made, or later proves to be, false, misleading or untrue in any material respect.

14.2. **District Default.** Each of the following shall constitute a default by District under this Agreement:

14.2.1. If District fails to perform, comply with, or observe any term, covenant, obligation, undertaking, or other obligation under this Agreement that it is to perform or observe, and District fails to cure such failure within thirty-five (35) days after Customer's written notice of default; or

14.2.2. If any warranty, representation, or other statement made by or on behalf of District and contained in this Agreement or any other document furnished by District in compliance with or in reference to this Agreement is on the date made, or later proves to be, false, misleading, or untrue in any material respect.

## **ARTICLE 15. REMEDIES**

15.1. **District's Remedies.** In the event of a default by Customer, District shall have the following rights and remedies, in addition to any rights and remedies now or hereafter provided by law or District Enactments:

15.1.1. District may terminate this Agreement, discontinue making water available to Customer pursuant to the terms hereof and remove its meter at Customer's Point of Delivery;

15.1.2. District may suspend availability of District Water to Customer's Point of Delivery until such time as Customer has cured its default or may impose conditions upon the availability of District Water to Customer; or

15.1.3. District may, by mandamus or other action or proceeding or suit at law or in equity, enforce its rights against Customer, or by suit in equity enjoin any acts or things which are unlawful or violate the rights of District.

Prior to discontinuing water service under this Agreement, District must provide thirty (30) day's advance written notice prior to the proposed discontinuance, specifying the grounds upon which the action is to be taken. Before discontinuance of the service, the Customer shall have the opportunity to discuss the reasons for the proposed discontinuance with the District's General Manager, or their designated agent, who shall be empowered to review all letters and statements, rectify any errors, and settle any controversies pertaining to the discontinuance of service. Customer shall be entitled to appeal any decision of the General Manager to the Board of Trustees.

15.2. **Specific Performance.** The Parties have invested significant time and resources in entering into this Agreement and will invest additional time and resources in the implementation hereof. It is not possible to determine the sum of money which would adequately compensate a Party for such efforts. For the above reasons, the Parties agree that damages would not be an adequate remedy if a Party fails to carry out its obligations under this Agreement and that, in addition to any other right or remedy to which a Party may be entitled, at law or in equity, each Party shall be entitled to enforce any provision of this Agreement by a decree of specific performance and to temporary, preliminary, and permanent injunctive relief to prevent a breach or threatened breach hereof, without posting any bond or other undertaking. Notwithstanding the foregoing, Customer shall have no right to seek specific performance to cause District to make District Water available for Customer's use when District has determined that such water is not available, or to compel District to exercise its discretion in any particular manner when a decision is reserved to District's judgment hereunder or by law.

15.3. **No Waiver.** A waiver of any default or breach of duty or contract by a Party shall not affect any subsequent default or breach of duty or contract or impair any

rights or remedies on any such subsequent default or breach of duty or contract by the other Party. No delay or omission by a Party to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein.

15.4. **Remedies Cumulative.** No remedy herein conferred upon or reserved to a Party is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute, District Enactment, or otherwise and may be exercised without regard to any other remedy conferred by any other law.

## **ARTICLE 16. INDEMNIFICATION**

16.1. **Customer Indemnity.** To the fullest extent permitted by applicable law, Customer shall defend, indemnify, and hold harmless the District, its officers, directors, employees, and agents, and each and every one of them, from and against any and all actions, liability, damages, claims, suits, proceedings, judgments, settlements, losses, and expenses (including reasonable legal fees and expenses of attorneys chosen to represent District), including all expenses of every type and description to which it or they may be subjected or put to arising out of or related to the following:

16.1.1. any breach or alleged breach of any representation, warranty, covenant, provision, promise, or agreement of Customer contained in this Agreement or in any document, instrument, or agreement executed and delivered by Customer in connection herewith;

16.1.2. any loss, injury, adverse impact, or damage or alleged loss, injury, adverse impact, or damage to any person, entity, party, or property arising out of or related in any way to this Agreement or to the District Water made available by District to Customer pursuant to this Agreement after it is made available at Customer's Point of Delivery, and

16.1.3. District shall not be liable to Customer for any loss or damage to person or property caused by any Force Majeure Event, or any other causes, or any consequential damages or inconvenience which may arise from or relate to use of the District Water.

This indemnification is effective and shall apply whether or not any such action is alleged to have been caused in part by District as a party indemnified hereunder. This indemnification shall not include any claim arising from the sole or active negligence or willful misconduct of District or any of its directors, officers, employees, or agents.

**16.2. District Indemnity.** To the fullest extent permitted by applicable law, District shall defend, indemnify, and hold harmless Customer, its officers, directors, employees, and agents, and each and every one of them, from and against any and all actions, liability, damages, claims, suits, proceedings, judgments, settlements, losses, and expenses (including reasonable legal fees and expenses of attorneys chosen to represent Customer), including expenses of every type and description to which it may be subjected or put to arising out of or related to: any breach or alleged breach of any representation, warranty, covenant, promise, or agreement of District contained in this Agreement. This indemnification shall not include any claim arising from the sole or active negligence or willful misconduct of Customer or any of its directors, officers, employees, or agents.

**16.3. Customer Covenant; Insurance.**

16.3.1. Covenant. Customer, on its own behalf and on behalf of its officers, directors, employees, and agents, covenants and agrees that it shall not initiate or pursue, or assist or support any other person or entity in the initiation or pursuit of, an action or undertaking of any kind, whether judicial, administrative or otherwise, that seeks to or would limit, diminish, impair, interrupt, or prohibit, either temporarily or permanently, (a) District water rights or entitlements; (b) the District Enactments; or (c) the District's ability to perform its obligations under this Agreement or other instrument by which District provides or makes available water to Customers.

16.3.2. Insurance. Customer shall procure and maintain at its own cost during the term hereof a policy of commercial general liability insurance issued by a company lawfully authorized to do business in California, with a Best Insurance Reports (or comparable) rating of "A-VII" or better, covering Customer for its activities hereunder in the amount of one million dollars (\$1,000,000). The insurance shall name as additional insured and provide waiver of subrogation to District and its directors, officers, elected officials, appointed officials, lenders, agents, attorneys, and employees, as their interests may appear. Customer shall provide evidence of such insurance to District satisfactory to District's General Manager.

**16.4. Defense of Claims.** No right to indemnification under this Article shall be available unless the Party seeking indemnification (the "Indemnified Party") shall have given to the Party obligated to provide indemnification (the "Indemnitor") a written notice (a "Claim Notice") describing in reasonable detail the facts giving rise to any claim for indemnification hereunder promptly after receipt of knowledge of the facts upon which such claim is based. A delay or failure to so notify the Indemnitor shall relieve the Indemnitor of its obligations hereunder only to the extent, if at all, that it is prejudiced by reason of such delay or failure. Upon receipt by the Indemnitor of a Claim Notice from an Indemnified Party with respect to a claim of a third party, such Indemnitor shall assume the defense thereof with counsel reasonably satisfactory to the Indemnified Party, and the Indemnified Party shall cooperate in the defense or

prosecution thereof and shall furnish such records, information, and testimony and attend all such conferences, discovery proceedings, hearings, trials, and appeals as may be reasonably requested by the Indemnitor in connection therewith. If the Indemnitor assumes such defense as provided above, then the Indemnitor shall have the right in its sole discretion, to settle any claim for which indemnification has been sought and is available hereunder, provided the Indemnified Party is fully released from all known and unknown claims of such third party and the Indemnified Party is not obligated to perform any actions or pay any money on account of such settlement. If the Indemnitor does not assume such defense as provided above, then: (a) the Indemnified Party shall have the right to employ its own counsel in any such case, and all of the fees and expenses of such counsel shall be the responsibility of Indemnitor, who shall promptly reimburse the Indemnified Party fully for such expenses; and (b) the Indemnified Party shall have the right, in its sole discretion, to settle any claim for which indemnification has been sought and is available hereunder, at the expense of Indemnitor, who hereby agrees to promptly reimburse the Indemnified Party all costs and expenses incurred by the Indemnified Party with respect to such settlement.

## **ARTICLE 17. GENERAL PROVISIONS**

17.1. **No Third Party Rights.** This Agreement is made solely for the benefit of the Parties and their respective permitted successors, and assigns, if any. Except for such a permitted successor and assign, no other person or entity shall have or acquire any right by virtue of this Agreement.

17.2. **Assignment.** Neither Party may assign any of its rights or delegate any of its duties under this Agreement. Any assignment or delegation made in violation of this Agreement is void and of no force or effect. This Agreement is and will be binding upon and will inure to the benefit of the Parties and, upon dissolution, the legal successors and assigns of their assets and liabilities.

17.3. **Property Transfer.** In the event that Customer proposes to sell its real property to which District Water is made available under this Agreement, Customer shall notify District in writing in advance of the close of escrow with sufficient time for District to consider the proposed transfer. If (a) District is timely notified of the proposed transfer; (b) Customer is not then in default under this Agreement at the time of such notification or at any time up until the close of escrow; and (c) the proposed new owner executes a new agreement with District in substantially the same form as this Agreement, or if specified by District, executes District's then-current uniform water supply agreement, on or before the close of escrow; then District shall approve the application of the proposed new owner and execute the new agreement with such owner. Upon District's execution of the replacement agreement, this Agreement shall be terminated.

17.4. **Governing Law.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of California as well as the District Enactments.

17.5. **Amendment.** The terms of this Agreement may be modified only in writing by mutual agreement signed by both Customer and District. Any amendment made in violation of this section shall be null and void.

17.6. **Entire Agreement.** Except as otherwise provided herein, this Agreement supersedes any and all other agreements, including any prior water supply agreements previously in effect between the Parties prior to execution of this Agreement, either oral or in writing, between the Parties hereto with respect to the availability of District Water to Customer by District and contains all the covenants and agreements between the Parties with respect thereto. Each Party acknowledges that no representation or promise has been made by the other Party which is not embodied herein, and that no other agreement or promise not contained in this Agreement shall be valid or binding. Each recital set forth at the beginning of this Agreement is true and correct and a binding portion hereof.

17.7. **Severability.** Should any provision in this Agreement is held by a court of competent jurisdiction or an arbitrator or arbitration panel to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way notwithstanding such invalidity, illegality, or unenforceability.

17.8. **Time is of the Essence.** It is expressly hereby agreed that time is of the essence of each and every provision of this Agreement.

17.9. **Cooperation.** To the extent reasonably required, each Party shall, in good faith, assist the other in obtaining all such necessary approval and preparation of required environmental documents or reports to the SWRCB for District Water as well as Customer Water. The Parties agree to cooperate and assist each other in good faith in meeting such requirements of regulatory agencies as may be applicable to the terms and conditions of the Permit, any requirements imposed upon Customer Water, and performance of any terms of this Agreement.

17.10. **Attorneys' Fees.** Should either Party to this Agreement reasonably retain counsel for the purpose of enforcing any provision of this Agreement, including the institution of any action or proceeding to enforce any provision of this Agreement, or to recover damages if otherwise available hereunder, or to obtain injunctive or other relief by reason of any alleged breach of any provision of this Agreement, or for a declaration based on a demonstrated necessity of such Party's rights or obligations under this Agreement, or for any other judicial or equitable remedy, then if the matter is resolved by judicial or quasi-judicial determination (including arbitration, if such arbitration is agreed to by the Parties), the prevailing Party shall be entitled, in addition to such other relief as may be granted, to be reimbursed by the losing Party for all attorneys' fees, expert fees and costs, and all litigation or arbitration fees and costs

reasonably incurred, including all attorneys' fees and costs for services rendered to the prevailing Party and all attorneys' fees and costs reasonably incurred in enforcing any judgment or order entered on appeal. The prevailing Party shall be determined by the court (or arbitrator, if arbitration is agreed to by the Parties) in the initial or any subsequent proceeding.

**17.11. Regulatory and Litigation Costs.** District will defend its own interest in any litigation or regulatory action challenging the validity of the Permit or District's use of District Water. The parties shall each defend their own interest in litigation or regulatory action involving this Agreement, including environmental compliance and validity of the Agreement. Any attorney fees and costs awarded in CEQA litigation to a person or entity not a party to this Agreement shall be split equally between the parties.

**17.12. Notices.** Any notice, approval, consent, waiver, or other communication required or permitted to be given or to be served upon either Party in connection with this Agreement shall be in writing. Such notice shall be personally served, sent by email, telegram, or cable, or sent prepaid by registered or certified mail with return receipt requested, or sent by reputable overnight delivery service, and shall be deemed given: (a) if personally served, when delivered to the Party to whom such notice is addressed; (b) if given by email, telegram, or cable, when sent (with confirmation of receipt); (c) if given by prepaid or certified mail with return receipt requested, on the date of execution of the return receipt; or (d) if sent by reputable overnight delivery service, when received with confirmation of delivery. Such notices shall be addressed to the Party to whom such notice is to be given at the Party's address set forth below or as such Party shall otherwise direct in writing to the other Party delivered or sent in accordance with this section.

If to District:

Mendocino County Russian River Flood Control and  
Water Conservation Improvement District  
P.O. Box 2104  
Ukiah, California 95482  
Phone: (707) 462-5278  
[DistrictManager@rrfc.net](mailto:DistrictManager@rrfc.net)

If to Customer:

**\*\*CUSTOMER NAME\*\***  
**\*\*ADDRESS \*\***  
**\*\*PHONE NUMBER \*\***  
**\*\*EMAIL ADDRESS\*\***

17.13. **Usage.** Unless the context clearly requires otherwise:

17.13.1. the plural and singular numbers shall each be deemed to include the other; "shall," "will" or "agrees" are mandatory, and "may" is permissive;

17.13.2. reference to any individual or entity includes its successors and assigns, but only if such successors and assigns are not prohibited by this Agreement;

17.13.3. reference to any agreement, document, or instrument means such agreement, document or instrument as amended or modified and in effect from time to time in accordance with the terms thereof;

17.13.4. reference to any legal requirement, including a permit, governmental approval, regulation or statute, means such legal requirement as amended, modified, codified, replaced or reenacted, in whole or in part, and in effect from time to time, including rules and regulations promulgated thereunder, and reference to any section or other provision of any legal requirement means that provision of such legal requirement from time to time in effect and constituting the substantive amendment, modification, codification, replacement, or reenactment of such section or other provision;

17.13.5. "hereunder," "hereof," "hereto," and words of similar import shall be deemed references to this Agreement as a whole and not to any particular Article, Section or other provision hereof;

17.13.6. "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term;

17.13.7. "or" is used in the inclusive sense of "and/or"; and

17.13.8. references to documents, instruments, or agreements shall be deemed to refer as well to all addenda, exhibits, schedules, or amendments thereto.

17.14. **Headings.** Headings are provided for the convenience of the Parties and shall not be construed to explain or modify any part of this Agreement.

17.15. **Ambiguities.** Each Party and its counsel have participated fully in the review and any revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in interpreting this Agreement.

17.16. **Survival.** Whether or not it is specifically so provided herein, any term or provision of this Agreement, which by its nature and effect is required to be kept, observed, or performed after the termination, suspension, cancellation, rescission, or

expiration of this Agreement, shall survive such termination, suspension, cancellation, rescission, or expiration, and shall be and remain binding upon and for the benefit of the Parties until fully observed, kept, or performed.

17.17. **Execution and Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the last date written below.

**MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL  
AND WATER CONSERVATION IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
\_\_\_\_\_  
President of the Board of Trustees

Date

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_  
Secretary of the Board of Trustees

Date

**CUSTOMER**

By: \_\_\_\_\_  
\_\_\_\_\_

**\*\*CUSTOMER NAME, COMPANY NAME\*\***  
**\*\*ADDRESS \*\***  
**\*\*PHONE NUMBER \*\* \*\*EMAIL ADDRESS\*\***

Date

**REVISED EXHIBIT A  
CONTRACT QUANTITY & PURPOSE OF USE**

Exhibit A to that Uniform Water Sale and Purchase Agreement between  
MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL  
AND WATER CONSERVATION IMPROVEMENT DISTRICT (“**District**”) and  
**\*\*CUSTOMER NAME\*\*** (“**Customer**”) dated **\*\*DATE\*\*** (“**Agreement**”).

By its signature below, Customer represents and warrants to District the following:

1. The maximum quantity of District Water to be made available to Customer pursuant to the Agreement, defined as “**Contract Quantity**”, **shall be \*\*XX\*\* acre feet annually.**
2. The purpose of use for the water shall be as follows (check all that apply):
  - Domestic, Municipal, and/or Industrial
  - Irrigation (includes frost protection, heat protection, heat suppression, etc.)

The use of District Water available to Customer under this Agreement shall be restricted exclusively to the uses specified above. Should Customer wish to change the purpose of use of District Water provided under this Agreement to any other use, Customer is required to apply to the District for approval and a revised Exhibit A.

3. Customer hereby represents and warrants to District that Customer’s use of District Water will at all times comply with all restrictions, laws, ordinances, rules, regulations, and orders affecting the use of District Water now in effect or which may hereafter come into effect during the term of this Contract for the use specified above. Customer, at its expense, shall promptly and diligently procure, maintain, and comply with all permits, licenses, franchises, and other authorizations which are now or at any time hereafter may be required for the use of District Water contemplated hereby.
4. **As provided in the Contract, the Contract is not assignable to any other party or landowner.**

By: \_\_\_\_\_ Date \_\_\_\_\_  
**\*\*CUSTOMER NAME\*\***  
**\*\* ADDRESS \*\***  
**\*\*PHONE NUMBER \*\* \*\*EMAIL ADDRESS\*\***

By: \_\_\_\_\_ Date \_\_\_\_\_  
Secretary of the Board of Trustees of the

**MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL  
AND WATER CONSERVATION IMPROVEMENT DISTRICT**







*Mendocino County Russian River Flood Control &  
Water Conservation Improvement District*

**STAFF REPORT**

**Agenda Item 8: Workshop Draft of Fiscal Year 2025-2026 Budget  
Monday, May 5, 2025**

**The Strategic Plan** relevant priority is **Administration** - ensuring sound and sustainable management of District finances.

**Background**

An annual budget sharpens understanding and provides reflection on the progress of District goals. It encourages effective ways of measuring, reporting, and planning while facilitating discussion of financial strategies and health. The budget helps to avoid surprises and maintain fiscal control of the public resources managed by the District.

**Discussion**

The following table shows the workshop Draft of Fiscal Year 2025-2026 Budget, beginning July 1, 2025. Attached is the more detailed Workshop Draft Budget Worksheet. The Board and public are invited to provide comments and questions. Changes from the preliminary draft budget are highlighted in yellow throughout.

SUMMARY	FY 2024/25	FY 2024/25	Difference	Change	FY 2025/26	Amt Change	% Change
	APPROVED Budget	Actuals Projected to 6/30/25	of Actual from Budget	Budget to Actual in %	DRAFT Budget	from previous FY Budget	From previous FY Budget
TOTAL REVENUE	\$ 537,376	\$ 611,612	\$ 74,236	14%	\$ 616,040	\$ 78,664	15%
less TOTAL EXPENSE	\$ 491,300	\$ 479,100	\$ (12,200)	-2%	\$ 616,000	\$ 124,700	25%
equals	\$ 46,076	\$ 132,512			\$ 40		

**Recommended Action:**

Provide feedback and direction to GM in preparation of the Final Proposed Draft of the Fiscal Year 2025-2026 Budget.

**Attachment:**

Draft Budget Worksheet

\* \* \* \*

*Prepared and submitted to the Board of Trustees by: Elizabeth Salomone, General Manager*

# Preliminary Budget Worksheet for May 5, 2025 Board Meeting

(Pg 1 of 4)

	ORDINARY REVENUE	FY 2024/25	FY 2024/25	Difference	Change	FY 2025/26	Amt Change	% Change
		APPROVED Budget	Actuals Projected to 6/30/25	of Actual from Budget	Budget to Actual in %	DRAFT Budget	from previous FY Budget	From previous FY Budget
4001	Water Sales, Contracted	\$ 457,326	\$ 457,326	\$ (0)	0%	\$ 524,040	\$ 66,714	15%
4050	Property Taxes	\$ 65,000	\$ 65,000	\$ -	0%	\$ 65,000	\$ -	0%
4080	Interest, LAIF	\$ 15,000	\$ 15,000	\$ -	0%	\$ 18,000	\$ 3,000	20%
	Interest, Savings	\$ 50	\$ 35	\$ (15)	-30%	\$ -	\$ (50)	-100%
4082	Interest, CA CLASS	\$ -	\$ 7,000	\$ 7,000	100%	\$ 9,000	\$ 9,000	100%
	<b>TOTAL ORDINARY REVENUE</b>	<b>\$ 537,376</b>	<b>\$ 544,361</b>	<b>\$ 6,985</b>	<b>1%</b>	<b>\$ 616,040</b>	<b>\$ 78,664</b>	<b>15%</b>
	<b>OTHER REVENUE</b>							
4002	Surplus Water Sales		\$ 67,130					
4010	Water Application Fees		\$ -					
4100	Other income		\$ 121					
	<b>TOTAL OTHER REVENUE</b>		<b>\$ 67,251</b>					

- Formula error in preliminary draft did not include the CLASS interest.
- FY 25/26 Water sales are calculated on the forecast of all 7,940 acre feet fully allocated through contracts at \$66 per acre foot. Surplus sales are not considered in the budget.
- Other income was insurance dividend.

	PAYROLL EXPENSES	FY 2024/25	FY 2024/25	Difference	Change	FY 2025/26	Amt Change	% Change
		APPROVED Budget	Actuals Projected to 6/30/25	of Actual from Budget	Budget to Actual in %	DRAFT Budget	from previous FY Budget	From previous FY Budget
5001	Gross Wages	\$ 144,000	\$ 140,000	\$ (4,000)	-3%	\$ 145,000	\$ 1,000	1%
5002	CalPERS Employer Expense	\$ 12,000	\$ 12,000	\$ -	0%	\$ 13,000	\$ 1,000	8%
5003	CalPERS 457 Expense	\$ 4,500	\$ 4,500	\$ -	0%	\$ 5,000	\$ 500	11%
5004	Health Insurance	\$ 20,000	\$ 16,000	\$ (4,000)	-20%	\$ 17,000	\$ (3,000)	-15%
5005	Medicare	\$ 2,000	\$ 2,000	\$ -	0%	\$ 2,000	\$ -	0%
5006	FICA (Federal Taxes)	\$ 10,000	\$ 10,000	\$ -	0%	\$ 10,000	\$ -	0%
5007	CalPERS 1959 Survivor Billing	\$ 100	\$ 100	\$ -	0%	\$ 100	\$ -	0%
5008	CalPERS GASB-68 Fees	\$ 800	\$ 800	\$ -	0%	\$ 900	\$ 100	13%
5009	Unfunded Pension Liability	\$ 6,000	\$ 8,000	\$ 2,000	33%	\$ 9,000	\$ 3,000	50%
5011	Employee Bonus		\$ 1,500	\$ 1,500		\$ 5,000	\$ 5,000	
	<b>TOTAL PAYROLL EXPENSES</b>	<b>\$ 199,400</b>	<b>\$ 194,900</b>	<b>\$ 4,500</b>	<b>-2%</b>	<b>\$ 207,000</b>	<b>\$ 7,600</b>	<b>4%</b>

- No changes from the preliminary draft.
- CalPERS line and tax items are calculated from gross wages.
- Unfunded pension liability is difficult to predict – set by CalPERS after start of fiscal year.

(Continued...)

# Preliminary Budget Worksheet for May 5, 2025 Board Meeting

(Pg 2 of 4)

WATER SUPPLY EXPENSES		FY 2024/25	FY 2024/25	Difference of Actual from Budget	Change Budget to Actual in %	FY 2025/26	Amt Change from previous FY Budget	% Change From previous FY Budget
		APPROVED Budget	Actuals Projected to 6/30/25			DRAFT Budget		
5020	Water Rights - Compliance TOTAL:	\$ 31,500	\$ 21,000	\$ (10,500)	-33%	\$ 28,000	\$ (3,500)	-11%
5020.01	Annual Fees	\$ 16,000	\$ 17,000	\$ 1,000	6%	\$ 18,000	\$ 2,000	13%
5020.02	Legal Counsel	\$ 1,500	\$ 1,000	\$ (500)	-33%	\$ 3,000	\$ 1,500	100%
5020.03	Engineering	\$ 2,000	\$ -	\$ (2,000)	-100%	\$ 3,000	\$ 1,000	50%
5020.04	Meter Maintenance	\$ 2,000	\$ 1,000	\$ (1,000)	-50%	\$ 2,000	\$ -	0%
5020.05	Meter & Data Mgmt	\$ 10,000	\$ 2,000	\$ (8,000)	-80%	\$ 2,000	\$ (8,000)	-80%
5030	USGS Streamflow Gage	\$ 15,000	\$ 15,000	\$ -	0%	\$ 15,000	\$ -	0%
5031.01	Inland Water & Power Commission JPA	\$ 3,000	\$ 3,000	\$ -	0%	\$ 10,000	\$ 7,000	233%
5040	Channel Maintenance	\$ 0.00	\$ 7,000	\$ 7,000	100%	\$ 20,000	\$ 20,000	100%
5050	Water Supply Projects Total	\$ 162,000	\$ 179,000	\$ 17,000	10%	\$ 237,000	\$ 75,000	46%
5031.00	Grants & Funding Analysis	\$ 5,000	\$ 0.00	\$ (5,000)	-100%	\$ 5,000	\$ -	0%
5056	License Change Petition	\$ 40,000	\$ 35,000	\$ (5,000)	-13%	\$ 10,000	\$ (30,000)	-75%
5057	LAFCo Applications	\$ 15,000	\$ 40,000	\$ 25,000	167%	\$ 10,000	\$ (5,000)	-33%
5058	Demand Management Pilot	\$ 2,000	\$ 0.00	\$ (2,000)	-100%	\$ 2,000	\$ -	0%
5059	Trans Basin Diversion	\$ 100,000	\$ 100,000	\$ -	0%	\$ 110,000	\$ 10,000	10%
5060	Coyote Valley Dam Modernization	\$ -	\$ 4,000	\$ 4,000	100%	\$ 100,000	\$ 100,000	100%
<b>TOTAL WATER SUPPLY EXPENSES</b>		<b>\$ 211,500</b>	<b>\$ 225,000</b>	<b>\$ (13,500)</b>	<b>6%</b>	<b>\$ 310,000</b>	<b>\$ 98,500</b>	<b>47%</b>

- In anticipation of IWPC increasing operational costs, increased line 5031.01 by \$7,000.
- IWPC adjusted contribution amount from January estimates. Line 5059 increased by \$10,000.
- Grey cells are a breakdown of the total above.
- Channel Maintenance includes legal and consultant work.
- The License Change Petition and LAFCo Application are expected to be near completion by the end of the current fiscal year, however, a contingency amount has been provided in the budget.
- Trans Basin Diversion line item includes contributions to IWPC and for District legal counsel, engineering, etc.
- Coyote Valley Dam Modernization amount may be better refined by IWPC in the coming weeks and months.

(Continued...)

# Preliminary Budget Worksheet for May 5, 2025 Board Meeting

(Pg 3 of 4)

GENERAL & ADMINISTRATIVE EXPENSES		FY 2024/25	FY 2024/25	Difference of Actual from Budget	Change Budget to Actual in %	FY 2025/26	Amt Change from previous FY Budget	% Change From previous FY Budget
		APPROVED Budget	Actuals Projected to 6/30/25			DRAFT Budget		
5100	Consulting - General	\$ 36,000	\$ 33,500	\$ (2,500)	-7%	\$ 43,000	\$ 7,000	19%
5101	Accounting	\$ 8,000	\$ 16,000	\$ 8,000	100%	\$ 10,000	\$ 2,000	25%
5102	Audit	\$ 9,000	\$ 9,500	\$ 500	6%	\$ 10,000	\$ 1,000	11%
5104	Administrative Support	\$ 5,000	\$ 3,000	\$ (2,000)	-40%	\$ 8,000	\$ 3,000	60%
5105	Legal-general	\$ 10,000	\$ 4,000	\$ (6,000)	-60%	\$ 5,000	\$ (5,000)	-50%
5109	Human Resources	\$ 2,000	\$ 1,000	\$ (1,000)	-50%	\$ 2,000	\$ -	0%
5110	Strategic Planning	\$ 2,000	\$ -	\$ (2,000)	-100%	\$ 8,000	\$ 6,000	300%
5120	Vehicle: Fuel, Repairs, Maintenance	\$ 2,000	\$ 2,000	\$ -	0%	\$ 2,000	\$ -	0%
5130	Insurance	\$ 7,000	\$ 10,000	\$ 3,000	43%	\$ 14,000	\$ 7,000	100%
5140	Local Agency Formation Commission	\$ 1,100	\$ 1,200	\$ 100	9%	\$ 1,500	\$ 400	36%
5150	Memberships, ACWA & CSDA	\$ 6,000	\$ 6,500	\$ 500	8%	\$ 7,000	\$ 1,000	17%
5160	Office Operating Expenses	\$ 3,000	\$ 5,000	\$ 2,000	67%	\$ 7,000	\$ 4,000	133%
5161	Rent & Utilities	\$ 5,000	\$ 4,500	\$ (500)	-10%	\$ 5,000	\$ -	0%
5170	Training & Conferences	\$ 6,000	\$ 2,500	\$ (3,500)	-58%	\$ 5,000	\$ (1,000)	-17%
5180	Stipends, meetings	\$ 13,000	\$ 5,000	\$ (8,000)	-62%	\$ 13,000	\$ -	0%
5190	Property Tax Admin Fees	\$ 1,000	\$ 1,000	\$ -	0%	\$ 1,500	\$ 500	50%
5200	Election	\$ 300	\$ 300	\$ -	0%	\$ 0.00	\$ (300)	0%
<b>TOTAL GENERAL &amp; ADMINISTRATIVE EXPENSES</b>		<b>\$ 80,400</b>	<b>\$ 71,500</b>	<b>\$ 8,900</b>	<b>-11%</b>	<b>\$ 99,000</b>	<b>\$ 18,600</b>	<b>23%</b>
<b>OTHER EXPENSES</b>								
5700.1	IWPC Contribution fr Wtr Reliability Reserve		\$ 0.00					
5700.2	GSA Contribution fr Wtr Reliability Reserve		\$ 0.00					
5710	Use of Capital Reserves		\$ 7,700					
<b>TOTAL OTHER EXPENSES</b>			<b>\$ 7,700</b>					

- Office operating expenses increased by \$2,000 due to increase in bookkeeping software subscription, website hosting to meet ADA compliance, and other expenses.
- Administrative support budget would include use of temp agency.
- Strategic Plan is up for renewal.
- Use of capital reserves is for new meter purchases.

(Continued...)

# Preliminary Budget Worksheet for May 5, 2025 Board Meeting

(Pg 4 of 4)

TOTAL EXPENSES	FY 2024/25	FY 2024/25	Difference of Actual from Budget	Change Budget to Actual in %	FY 2025/26	Amt Change from previous FY Budget	% Change From previous FY Budget
	APPROVED Budget	Actuals Projected to 6/30/25			DRAFT Budget		
TOTAL PAYROLL EXPENSES	\$ 199,400	\$ 194,900	\$ (4,500)	-2%	\$ 207,000	\$ 7,600	4%
TOTAL WATER SUPPLY EXPENSES	\$ 211,500	\$ 225,000	\$ 13,500	6%	\$ 310,000	\$ 98,500	47%
TOTAL GENERAL & ADMINISTRATIVE EXPENSES	\$ 80,400	\$ 71,500	\$ (8,900)	-11%	\$ 99,000	\$ 18,600	23%
TOTAL OTHER EXPENSES	\$ -	\$ 7,700	\$ 7,700	100%	\$ -	\$ -	0%
<b>TOTAL EXPENSES</b>	<b>\$ 491,300</b>	<b>\$ 499,100</b>	<b>\$ 7,800</b>	<b>2%</b>	<b>\$ 616,000</b>	<b>\$ 124,700</b>	<b>25%</b>

SUMMARY	FY 2024/25	FY 2024/25	Difference of Actual from Budget	Change Budget to Actual in %	FY 2025/26	Amt Change from previous FY Budget	% Change From previous FY Budget
	APPROVED Budget	Actuals Projected to 6/30/25			DRAFT Budget		
TOTAL REVENUE	\$ 537,376	\$ 611,612	\$ 74,236	14%	\$ 616,040	\$ 78,664	15%
less TOTAL EXPENSE	\$ 491,300	\$ 499,100	\$ 7,800	2%	\$ 616,000	\$ 124,700	25%
equals	\$ 46,076	\$ 112,512			\$ 40		

- Updated from preliminary draft.

## Reserves and Bank Accounts

RESERVES	FY 2024/25	FY 2024/25	Difference of Actual from Budget	Change Budget to Actual in %	FY 2025/26	Amt Change from previous FY Budget	% Change From previous FY Budget
	APPROVED Budget	Actuals Projected to 6/30/25			DRAFT Budget		
Capital (15% of fixed assets + 10% operating expense budget)	\$ 70,000	\$ 70,000	\$ -	0%	\$ 92,000	\$ 22,000	31%
Emergency (Emergency: 25% of fixed assets)	\$ 37,000	\$ 37,000	\$ -	0%	\$ 50,000	\$ 13,000	35%
Operating (Operating: 50% of operating expense budget)	\$ 250,000	\$ 250,000	\$ -	0%	\$ 308,000	\$ 58,000	23%
Water Supply Reliability (Remainder)							
Water Supply Reliability held in LAIF	\$ 161,653	\$ 179,853	\$ 18,200	11%	\$ 86,900	\$ (74,753)	-46%
Water Supply Reliability held in SBMC	\$ 150,140	\$ 0.00	\$ (150,140)	-100%			
Water Supply Reliability held in CLASS	\$ 0.00	\$ 256,000	\$ 256,000	100%	\$ 256,000	\$ 256,000	100%
<b>RESERVES TOTALS:</b>	<b>\$ 668,793</b>	<b>\$ 792,853</b>	<b>\$ 124,060</b>	<b>19%</b>	<b>\$ 792,900</b>	<b>\$ 124,107</b>	<b>19%</b>

- No changes from the preliminary draft.
- For current balances, see monthly financial reports.

*Mendocino County Russian River Flood Control &  
Water Conservation Improvement District*

**STAFF REPORT**

**Agenda Item 8: Application for Uniform Water Supply & Purchase Agreement  
by Redwood Valley County Water District  
Monday, May 5, 2025**

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The Strategic Plan relevant priority is **use** through effective and beneficial use of water under the District water right license and as a public resource.

**Background**

Customers enter into the Uniform Water Sale and Purchase Agreement (Agreement) to contract for water service. The Proposed Ordinance 25-01 Establishing Regulations and Rules For Water Sales states the following with regards to an application for the Uniform Water Sales & Purchase Agreement:

3.10 **Application - Required.** Each Applicant for the purchase of water from the District shall complete, sign, and submit an application in writing on a form provided by the District. The Applicant shall be the Customer who proposes to purchase District Water from the District. Submission of an application shall not constitute a contract or other obligation requiring the District to sell District Water to the Applicant.

3.15 **Application - Contents.** The application shall be in the form and contain such information as the District may prescribe. The application shall accurately describe the point of diversion at which the Applicant proposes to divert District Water to be sold and supplied by the District. The application shall also contain covenants by the Applicant to comply with this Ordinance and all the regulations of the District regarding the purchase and sale of District Water, to promptly pay all fees and charges for District Water purchased from the District, and to enter into a form of Uniform Water Sale and Purchase Agreement approved by the District's Board of Trustees. The application shall contain an estimate and documentation of the quantity of District Water the Applicant proposes to purchase from the District over a one (1) water year period.

**Discussion**

The Redwood Valley County Water District (RVCWD) is currently within the Mendocino County Russian River Flood Control & Water Conservation Improvement District (RRFC) water right license place of use. However, only a small southern portion of the RVCWD is within the RRFC District boundary. RVCWD currently accesses RRFC water through the 1980 Stipulated Judgement and is only eligible to receive surplus water for the majority of its service area. The two Districts are currently cooperating in the development of an annexation application to include the remaining portions of RVCWD into the RRFC boundary.

RVCWD has submitted an application for an Agreement to serve the portion of its service area currently within the RRFC boundary with the intention of expanding the contractual place of use if/when the proposed annexation is approved by the Local Agency Formation Commission (LAFCo.) Members of the Ukiah Valley Water Authority (RVCWD, Millview Water, Willow Water, Calpella Water, and the City of Ukiah) are expected to merge all water resources including RRFC contracts.

*(continued...)*

The amount of water requested by RVCWD is 400 acre feet for 95 irrigated acres served through four agricultural service connections that could use up to 380 af a year. Additionally, there are 15 domestic hookups and Barra of Mendocino Winery & Event Center receives treated water for their facilities and 20 acres of irrigation.

As of May 1 2025, RRFC has only 328.85 acre feet uncontracted and available to RVCWD to contract.

**Recommendation:**

- Move to approve the Redwood Valley County Water District application for a Uniform Water Supply & Purchase Agreement for “x” acre feet and direct Staff to proceed developing Agreement;

Or

- Deny the request.

**Attachments:**

- Redwood Valley County Water District application for a Uniform Water Supply & Purchase Agreement

**Links:**

RRFC Annexation Webpage:

<https://rrfc.specialdistrict.org/lafco-msr-soi-update-annexation-application-2025>

\* \* \* \*

Prepared and submitted to the Board of Trustees by: *Elizabeth Salomone, General Manager*

*Mendocino County*

**Russian River Flood Control & Water Conservation Improvement District**

P.O. Box 2104 Ukiah, CA 95482 707.462.5278 Website: [RRFC.net](http://RRFC.net) [DistrictManager@rrfc.net](mailto:DistrictManager@rrfc.net)

***Application for***

***UNIFORM WATER SALE AND PURCHASE AGREEMENT***

Please complete the information below and return, including a \$400 application fee per diversion. See Ordinance #17-01 for information on metering diversions.

<b>Name for Contract:</b>	Redwood Valley County Water District
<b>Other names, contacts:</b>	President Adam Gaska
<b>Mailing Address:</b>	151 Laws Avenue, Ukiah, CA 95482
<b>Office phone:</b>	707-463-6228
<b>Cell phone:</b>	(707) 272-5477
<b>Email:</b>	mendocinoorganics@gmail.com

**Place of Use:**

<b>Physical Address:</b>	Southern portion of the Redwood Valley County Water District within the MCRRFC&WCID district boundary and licensed place of use.
<b>Parcel Numbers:</b>	(see map)
<b>Size of area to be Irrigated: (if applicable)</b>	95 acres irrigated acres served through 4 agricultural service connections that could use up to 380 AF per year. In addition to agricultural service connections, we would supply Barra winery, 20 acres of irrigated vineyards and 15 domestic hookups with treated domestic water..
<b>Points of Diversion:</b>	Redwood Valley County Water District intake at Lake Mendocino (licensed point of diversion on MCRRFC&WCID water right.)
<b>Description of Diversion Facilities: (Direct Diversion, Underflow)</b>	Lake Mendocino Intake-3 500 hp vertical drive turbines which draw from different elevations of Lake Mendocino manifolded together. 2 Intakes are screened.
<b>Description of crops to be irrigated: (if applicable)</b>	wine grapes, pears, row crops, pasture, livestock watering

Applicant Name:	Redwood Valley County Water District
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**Purpose of Use:**

Examples: Domestic, Municipal, Industrial, Irrigation (includes frost protection, heat protection, heat suppression, etc.)
irrigation for ag, redundancy for health and human safety for municipal customers
<i>NOTE: The use of Project Water available to Customer under this Agreement shall be restricted exclusively to the uses specified above. Should Customer wish to change the purpose of use of Project Water provided under this Agreement to any other use, Customer is required to apply to the District for approval and a revised Exhibit A.</i>

**Quantity of Use:**

Average Annual Use in Acre Feet per parcel number:	
Parcel Number:	Acre Feet:
see attached map	aggregate of 400 AF primarily for agricultural customers but to include municipal customers using water for domestic, commercial and industrial purposes
Total Acre Feet:	Requesting up to 400 acre feet

**Customer Water:**

Water Sources:
Lake Mendocino, East Fork Russian River
State Water Resources Control Board Application/Permit/License Numbers:
Application # 024955, Permit# 17953
Pumping Season Allowed by Application/Permit/License #:
March 1-April 30 for frost protection; November 1-April 30 for domestic purposes
Place of Use allowed by Application/Permit/License #:
within the district boundaries of Redwood Valley County Water District

*Application for UNIFORM WATER SUPPLY AND PURCHASE AGREEMENT (Continued...)*

<b>Applicant Name:</b>	Redwood Valley County Water District
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<b>If this is an application to continue water supply through a property transfer, list previous owner, their contact information, and date of final sale.</b>

The undersigned applicant applies for untreated water as specified above. The signing of this application signifies the applicant's willingness and intention to comply with the District's Policies and Ordinances.

Submitted by: Colona Kaska 4/18/2025  
Applicant Signature Date

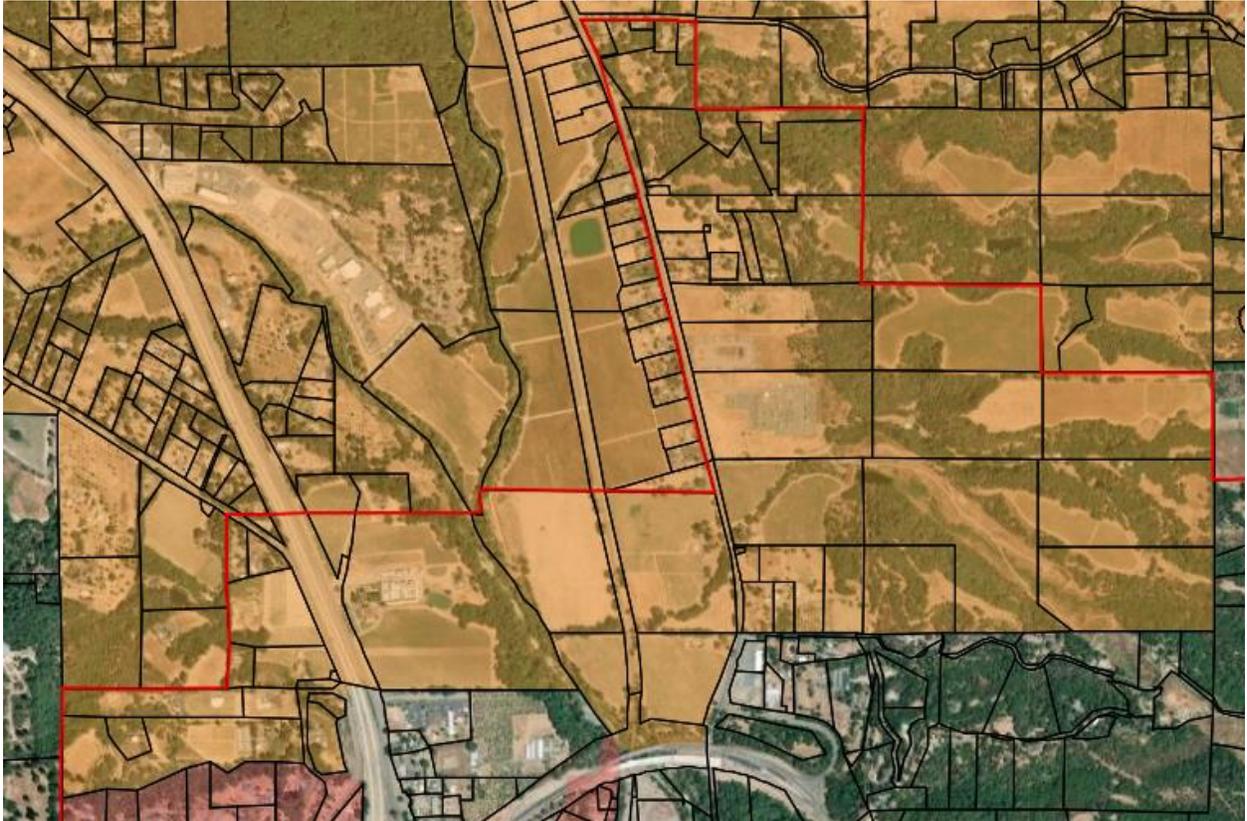
Received by: Elizabeth Salenow 4/18/25  
Secretary of the Board of Trustees of the Date

**MENDOCINO COUNTY RUSSIAN RIVER FLOOD CONTROL  
AND WATER CONSERVATION IMPROVEMENT DISTRICT**

Redwood Valley County Water District

Application for Uniform Water Supply & Purchase Agreement Attachment

Proposed place of use: area shown in orange that is south of the red RRFC Boundary line.



*Mendocino County Russian River Flood Control  
& Water Conservation Improvement District*

**STAFF REPORT**

**Agenda Item 9, Water Supply Conditions**

**Monday, May 5, 2025**

**The Strategic Plan** relevant priorities are: **Security** through ensuring reliable, resilient, and available sources of water; **Advocacy** in support of equitable water resource stewardship; and **Use** of water in effective and beneficial ways as a public resource, all in alignment with the District’s Mission to steward water resources for the benefit of people and the environment.

**Operations of the Trans-Basin Diversion Through PG&E Owned “Potter Valley Project”**

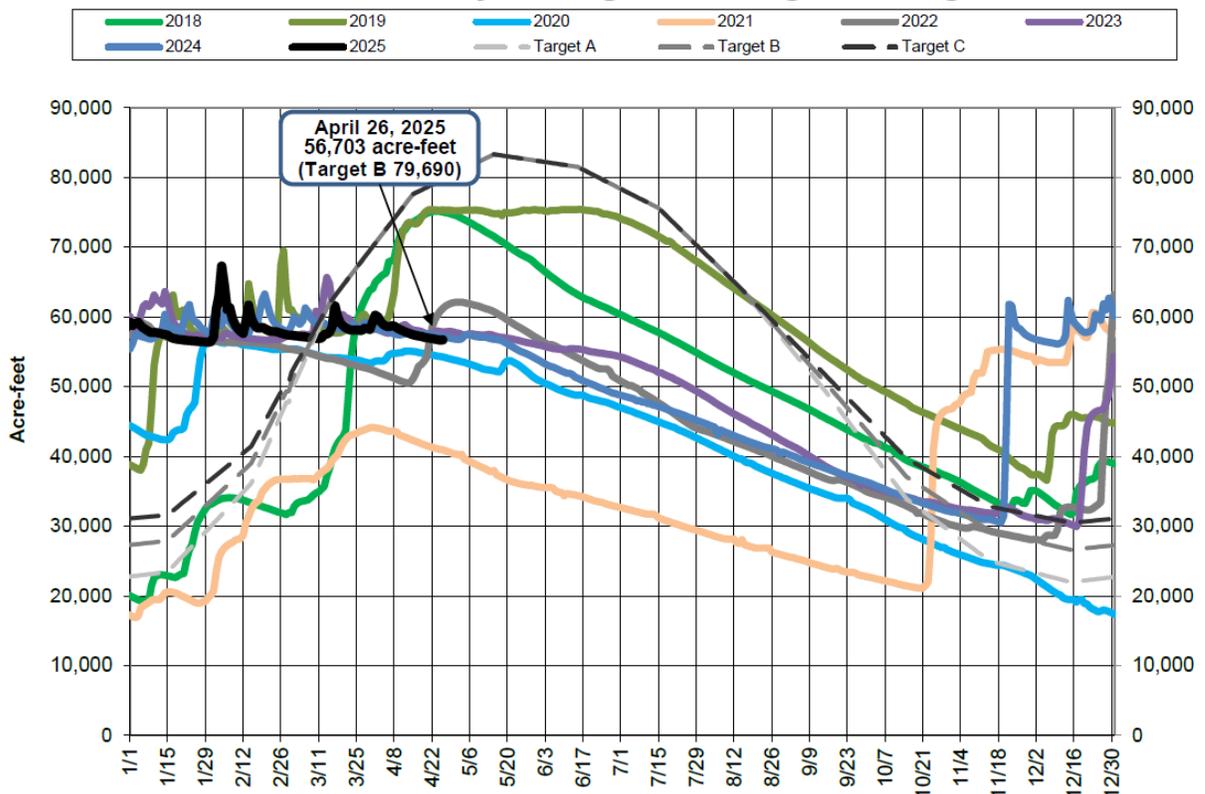
There are currently no Federal Energy Resources Commission (FERC) approved flow variances in place, though one has been filed and FERC has noticed the comment period with a deadline for filing comments, motions to intervene, and protests of May 16, 2025. See <https://rrfc.specialdistrict.org/pg-e-2025-potter-valley-project-operations> Minimum instream flow in the East Branch Russian River is 35 cfs.

**Lake Pillsbury**

**4/26**

<b>Current Storage (acre-feet)</b>	56,703
<b>Target Storage Curve (acre-feet)</b>	79,690
<b>7-day change (acre-feet)</b>	-388

**Lake Pillsbury Storage and Target Storage Scenarios**



*(Continued...)*

**Lake Mendocino and the Mainstem Upper Russian River**

Storage level was 102,436 acre feet (af) as of April 28, 2025, up from 95,184 af as of March 31, 2025.

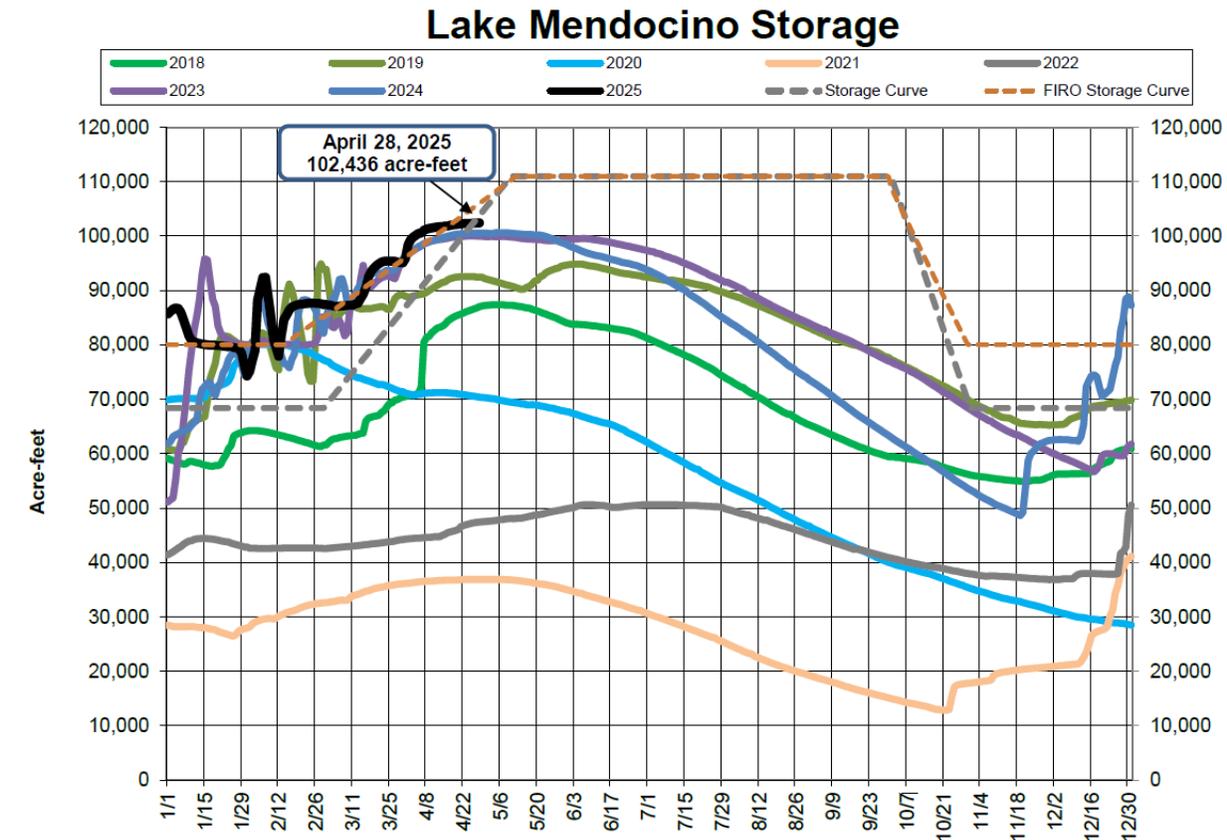
**Lake Mendocino**

**4/28**

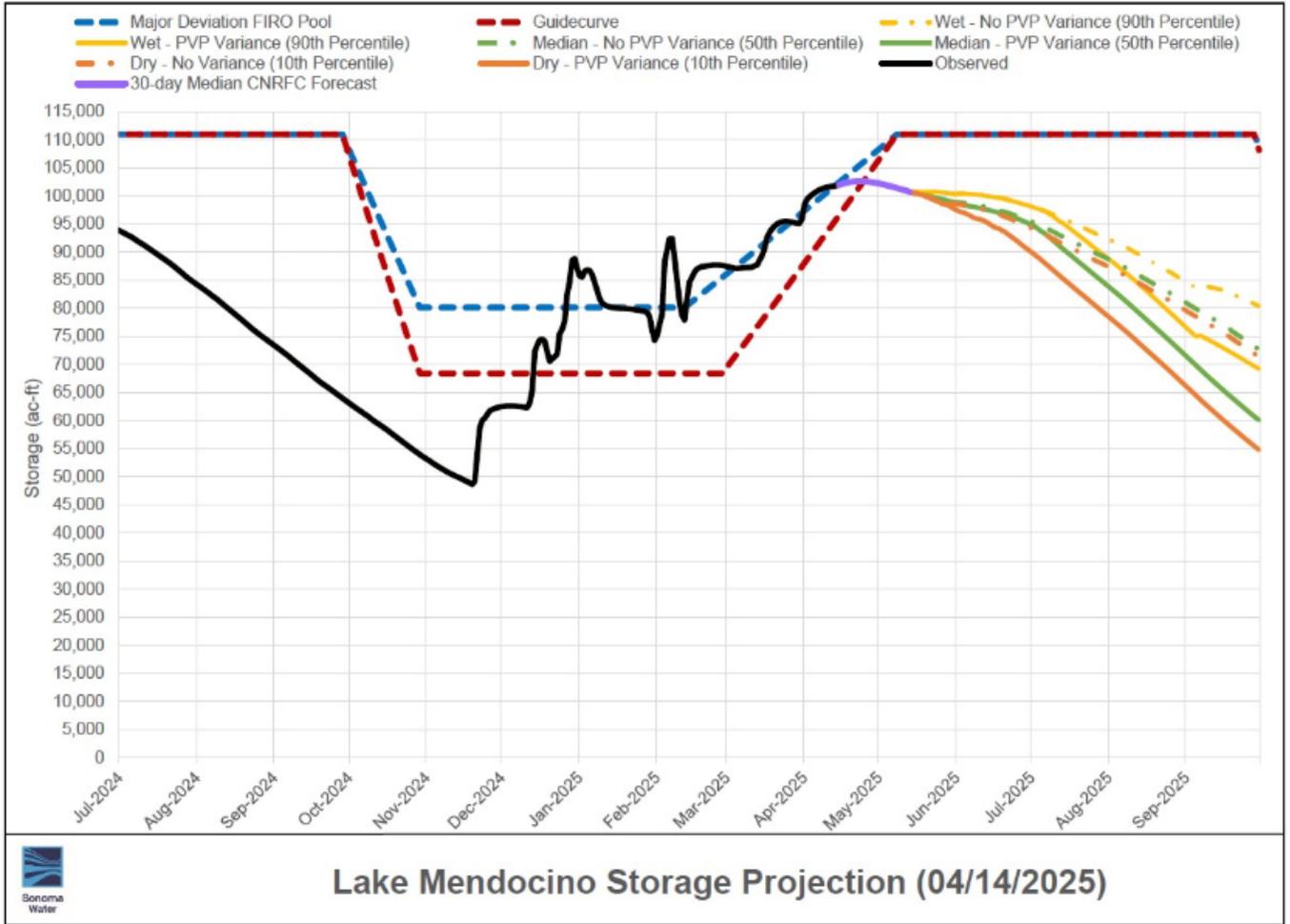
Current Storage (acre-feet)	102,436
FIRO Storage Curve (acre-feet)	106,020
% of FIRO Storage Curve	96.62%
7-day change (acre-feet)	+197

Sonoma Water Agency’s Temporary Urgency Change Petition (TUCP) that was approved on October 31, 2024 expires on April 30, 2025. Sonoma Water submitted a new TUCP on April 10<sup>th</sup> to the State Water Resources Control Board (SWRCB) who opened a 30 day comment period on April 21, 2025. The District submitted the **attached** support letter. Approval of the TUCP is anticipated for approximately June 1, 2025 implementation. (For more information see <https://www.rfc.net/updates-on-russian-river-and-lake-mendocino> or Sonoma Water’s TUCP webpage: [www.sonomawater.org/tucp](http://www.sonomawater.org/tucp).)

Currently, the United States Army Corp of Engineers is operating Lake Mendocino releases from Coyote Valley Dam since the storage level puts the reservoir in the flood pool.



(Continued...)



Lake Mendocino Storage Projection (04/14/2025)

(Continued...)



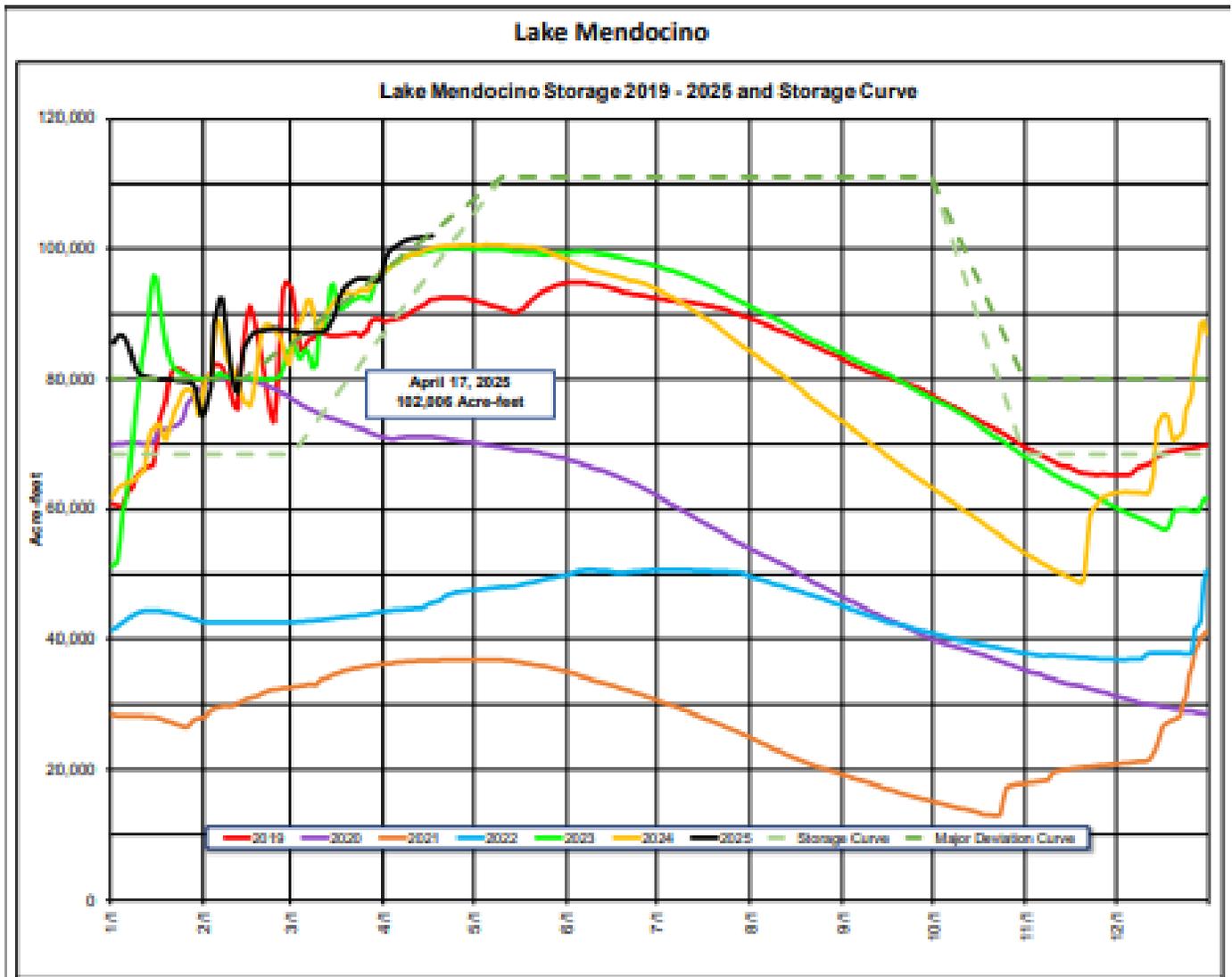
Sonoma Water

State Water Resources Control Board  
 Temporary Urgency Change Orders (10/31/2024)  
 Russian River Hydrologic & Water Quality Report  
 April 11, 2025 - April 17, 2025

Prepared as a requirement of the Orders approving Sonoma Water's Petition for Temporary Urgency Change in Permits 12947A, 12948, 12950, and 10596 (Applications 12919A, 15736, 15737, and 19353).

Instream Flow Requirements as of April 17, 2025			
Basis	Reach	Instantaneous (cfs)	5-day Average (cfs)
Modified Per Order: Normal Condition	Upper Russian River	185	-
Modified Per Order: Normal Condition	Dry Creek	78	-
Modified Per Order: Normal Condition	Lower Russian River	125	-

Upper and Lower Russian River are based on criteria as established in the Order issued 10/31/2024.



\* \* \* \*

Prepared and submitted to the Board of Trustees by: *Elizabeth Salomone, General Manager*

*Mendocino County*

***Russian River Flood Control & Water Conservation Improvement District***

*PO Box 2104, Ukiah, CA 95482 707.462.5278 Website: [RRFC.net](http://RRFC.net) [DistrictManager@rrfc.net](mailto:DistrictManager@rrfc.net)*

April 28, 2025

Ken Emanuel, Division of Water Rights  
State Water Resources Control Board  
PO Box 2000  
Sacramento, CA 95812-2000  
[Kenneth.Emanuel@waterboards.ca.gov](mailto:Kenneth.Emanuel@waterboards.ca.gov)

Dear Mr. Emanuel,

**RE: Support for Temporary Urgency Change filed in April 2025  
for Permits 12947A, 12949, 12950, and 16596 held by Sonoma Water Agency**

The Mendocino County Russian River Flood Control and Water Conservation Improvement District (RRFC) supports prompt approval of Sonoma Water Agency's recently filed Petition for Temporary Urgency Change (TUCP.)

The State Water Resources Control Board (Water Board) staff has been extremely active and engaging with stakeholders in the Russian River watershed over the last five years and is keenly aware of our current and future water supply issues. The region's water supply is vulnerable and the TUCP is one of the most important tools for the Upper Russian River to maintain vital storage reserves while making needed water available for beneficial use. RRFC supports and applauds Sonoma Water for its continued diligence in monitoring, filing TUCPs, managing, outreach & education, advocacy, and regional collaboration. Sonoma Water's efforts benefit all water uses and users in the Russian River watershed.

The next year or two are crucial in the watershed as we adjust to the rapidly changing conditions of the Eel River to Russian River trans basin diversion. Locally, there is a significant investment of resources to support the community through the transition. While long term solutions are being developed, the TUCP is a required tool to buffer from extremes.

Russian River Flood Control thanks you for your consideration of these comments. It also extends sincere appreciation for the resources expended in the Russian River by the State Water Resources Control Board since 2020 and collaboration that bolsters the region's water security and resiliency.

Yours Sincerely,



Elizabeth Salomone  
General Manager

*Cc: Sonoma Water Agency*

**President**  
*Christopher Watt*

**Vice President**  
*Tyler Rodrigue*

**Treasurer**  
*John Bailey*

**Trustee**  
*John Reardan*

**Trustee**  
*Dave Koball*

*Mendocino County Russian River Flood Control &  
Water Conservation Improvement District*

**STAFF REPORT**

**Agenda Item 10a: April 2025 Financial Report**

**May 5, 2025**

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Revenue

March 2025: Additional revenue not shown on previous report: none

April 2025: \$60,713 notably:

- \$60,590 in contract water sales

Expenses

March 2025: Additional expenses not shown on previous report: none

April 2025: \$13,622.22 ordinary expenses, notably:

- \$7,673 for USGS maintenance on stream flow gage
- \$5,810 for Legal Counsel – Trans Basin Diversion
- \$7,777 for Engineering – Change petition mapping
- \$2,995 for Legal Counsel – RVCWD Annexation (cost share applicable)
- \$1,239 for Legal Counsel – change petition preparation
- \$3,238 for Legal Counsel – general (Ordinance, UWS&PA, etc.)
- \$1,313 for Human Resources- GM Eval support

Other

- Financial reports subject to change after corrections and adjustments by Accountant and Auditor.
- Reconciliations are up to date as of the end of March 2025.
- Additional reports or information available upon request.

Recommendation:

- Move to accept and file the financial reports for April 2025.

Attachments:

1. Income & Expense Report – April 2025 only
2. Income & Expense / Budget Vs Actual Report – Fiscal Year to date
3. Profit & Loss Previous Year Comparison Report– Fiscal Year to date
4. Balance Sheet Previous Year Comparison Report– Fiscal Year to date
5. Monthly Payment Detail Report– April 2025
6. Contracted Water Worksheet as of May 1, 2025

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Prepared and submitted to the Board of Trustees by: Elizabeth *Salomone*, General Manager

## Income &amp; Expense / Budget vs. Actual

April 2025

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 Apr 25
 

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**Ordinary Income/Expense****Income**

4001 · Contract Water Sales	60,589.47
4082 · Interest-CA CLASS	123.48

<b>Total Income</b>	<b>60,712.95</b>
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**Expense**

<b>Payroll Expenses</b>	15,662.79
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**Water Supply Expenses**

5020 · Water Rights	192.00
5030 · USGS, streamflow gage	7,672.50
5040 · Channel Maintenance	326.40
5050 · Projects	
5056 · License Change Petition	
5056.01 · Chg Pet- Legal Counsel	5,809.92
5056.02 · Chg Pet - Engineering	7,777.50
Total 5056 · License Change Petition	13,587.42

5057 · LAFCo Applications	
5057.01 · LAFCo Apps - Legal Counsel	2,994.72
Total 5057 · LAFCo Applications	2,994.72

5059 · Trans Basin Diversion (legal)	1,138.50
Total 5050 · Projects	17,720.64

<b>Total Water Supply Expenses</b>	<b>25,911.54</b>
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**General & Administrative Exp**

5100 · Consulting	
5101 · Accounting	341.25
5105 · Legal-General	3,237.24
5109 · Human Resources	1,312.50
Total 5100 · Consulting	4,890.99

5120 · Vehicle	76.50
5160 · Office Operating Expenses	337.16
5170 · Training & Conferences	11.75
5180 · Stipends, Meetings	200.00

<b>Total General &amp; Administrative Exp</b>	<b>5,516.40</b>
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<b>Total Expense</b>	<b>47,090.73</b>
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## Mendocino County Russian River Flood Control District

## Income &amp; Expense / Budget vs. Actual

Cash Basis

July 2024 through June 2025

	Jul '24 - Jun ...	Budget
Ordinary Income/Expense		
Income		
4001 · Contract Water Sales	416,749.62	457,326.00
4002 · Surplus Water Sales	67,130.94	
4050 · Property Taxes	40,508.95	65,000.00
4080 · Interest-LAIF	12,392.55	15,000.00
4081 · Interest-SBMC	35.11	50.00
4082 · Interest-CA CLASS	6,086.68	
4100 · Other Income	121.00	
Total Income	543,024.85	537,376.00
Expense		
Payroll Expenses	157,707.13	199,400.00
Water Supply Expenses		
5020 · Water Rights		
5020.01 · Annual Fees	16,732.45	16,000.00
5020.02 · Legal Counsel	842.76	1,500.00
5020.03 · WR Engineering	0.00	2,000.00
5020.04 · Meter Maintenance	511.43	2,000.00
5020.05 · Meter & Data Mgmt Pro...	1,940.51	10,000.00
Total 5020 · Water Rights	20,027.15	31,500.00
5030 · USGS, streamflow gage		
5030.00 · USGS Gage reimbursem...	-16,750.00	
5030 · USGS, streamflow gage - Ot...	22,147.50	15,000.00
Total 5030 · USGS, streamflow gage	5,397.50	15,000.00
5031 · JPAs		
5031.01 · IWPC	0.00	3,000.00
Total 5031 · JPAs	0.00	3,000.00
5040 · Channel Maintenance		
5040.01 · Channel Maint.-Legal	5,709.96	0.00
Total 5040 · Channel Maintenance	5,709.96	0.00
5050 · Projects	52,833.55	162,000.00
Total Water Supply Expenses	83,968.16	211,500.00

## Mendocino County Russian River Flood Control District

## Income &amp; Expense / Budget vs. Actual

Cash Basis

July 2024 through June 2025

	<u>Jul '24 - Jun ...</u>	<u>Budget</u>
General & Administrative Exp		
5100 · Consulting		
5101 · Accounting	14,382.06	8,000.00
5102 · Audit	9,500.00	9,000.00
5104 · Administrative Support	2,884.70	5,000.00
5105 · Legal-General	6,034.35	10,000.00
5109 · Human Resources	1,762.50	2,000.00
5110 · Strategic Planning	0.00	2,000.00
Total 5100 · Consulting	<u>34,563.61</u>	<u>36,000.00</u>
5120 · Vehicle	1,126.94	2,000.00
5130 · Insurance	9,678.18	7,000.00
5140 · LAFCO Apportionment Fee	1,160.41	1,100.00
5150 · Memberships	6,485.00	6,000.00
5160 · Office Operating Expenses	5,129.81	3,000.00
5161 · Rent, Utilities	4,500.00	5,000.00
5170 · Training & Conferences	491.46	6,000.00
5180 · Stipends, Meetings	3,900.00	13,000.00
5190 · Property Tax Admin Fees	1,010.51	1,000.00
5200 · Election	323.26	300.00
Total General & Administrative Exp	<u>68,369.18</u>	<u>80,400.00</u>
4000 · Reconciliation Discrepancies	<u>69.00</u>	
Total Expense	<u>310,113.47</u>	<u>491,300.00</u>
Net Ordinary Income	232,911.38	46,076.00
Other Income/Expense		
Other Expense		
5710 · Use of Capital Reserves	<u>7,703.27</u>	
Total Other Expense	<u>7,703.27</u>	
Net Other Income	<u>-7,703.27</u>	<u>0.00</u>
Net Income	<u><u>225,208.11</u></u>	<u><u>46,076.00</u></u>

Mendocino County Russian River Flood Control District  
Profit & Loss Prev Year Comparison

Cash Basis

July 2024 through June 2025

	Jul '24 - Jun 25	Jul '23 - Jun 24	\$ Change	% Change
Ordinary Income/Expense				
Income				
4001 · Contract Water Sales	416,749.62	540,241.26	-123,491.64	-22.9%
4002 · Surplus Water Sales	67,130.94	39,278.38	27,852.56	70.9%
4010 · Water Application Fee	0.00	800.00	-800.00	-100.0%
4050 · Property Taxes	40,508.95	69,706.11	-29,197.16	-41.9%
4080 · Interest-LAIF	12,392.55	20,979.74	-8,587.19	-40.9%
4081 · Interest-SBMC	35.11	111.29	-76.18	-68.5%
4082 · Interest-CA CLASS	6,086.68	0.00	6,086.68	100.0%
4100 · Other Income	121.00	-1,232.00	1,353.00	109.8%
4130 · Unrealized Gain(Loss) Invstment	0.00	5,669.02	-5,669.02	-100.0%
<b>Total Income</b>	<b>543,024.85</b>	<b>675,553.80</b>	<b>-132,528.95</b>	<b>-19.6%</b>
Expense				
Payroll Expenses				
5001 · Gross Wages	113,382.00	139,954.14	-26,572.14	-19.0%
5002 · CalPERS Employer Expense	8,923.20	11,295.93	-2,372.73	-21.0%
5003 · CalPERS Employer 457 Expense	4,102.96	2,955.80	1,147.16	38.8%
5004 · Health Insurance	13,623.46	15,092.09	-1,468.63	-9.7%
5005 · Medicare	1,841.58	2,212.82	-371.24	-16.8%
5006 · FICA	7,874.33	9,287.11	-1,412.78	-15.2%
5007 · CalPERS 1959 Survivor Billing	87.60	60.00	27.60	46.0%
5008 · CALPERS GASB-68 Fees	0.00	700.00	-700.00	-100.0%
5009 · Unfunded Pension Liability	7,872.00	5,506.00	2,366.00	43.0%
<b>Total Payroll Expenses</b>	<b>157,707.13</b>	<b>187,063.89</b>	<b>-29,356.76</b>	<b>-15.7%</b>
Water Supply Expenses				
5020 · Water Rights				
5020.01 · Annual Fees	16,732.45	15,144.89	1,587.56	10.5%
5020.02 · Legal Counsel	842.76	2,199.38	-1,356.62	-61.7%
5020.03 · WR Engineering	0.00	2,266.25	-2,266.25	-100.0%
5020.04 · Meter Maintenance	511.43	0.00	511.43	100.0%
5020.05 · Meter & Data Mgmt Program	1,940.51	13,171.60	-11,231.09	-85.3%
<b>Total 5020 · Water Rights</b>	<b>20,027.15</b>	<b>32,782.12</b>	<b>-12,754.97</b>	<b>-38.9%</b>
5030 · USGS, streamflow gage				
5030.00 · USGS Gage reimbursement	-16,750.00	0.00	-16,750.00	-100.0%
5030 · USGS, streamflow gage - Other	22,147.50	5,912.50	16,235.00	274.6%
<b>Total 5030 · USGS, streamflow gage</b>	<b>5,397.50</b>	<b>5,912.50</b>	<b>-515.00</b>	<b>-8.7%</b>
5031 · JPAs				
5031.01 · IWPC	0.00	6,300.00	-6,300.00	-100.0%
5031.02 · GSA	0.00	68,750.00	-68,750.00	-100.0%
<b>Total 5031 · JPAs</b>	<b>0.00</b>	<b>75,050.00</b>	<b>-75,050.00</b>	<b>-100.0%</b>
5040 · Channel Maintenance				
5040.01 · Channel Maint.-Legal	5,709.96	0.00	5,709.96	100.0%
<b>Total 5040 · Channel Maintenance</b>	<b>5,709.96</b>	<b>0.00</b>	<b>5,709.96</b>	<b>100.0%</b>
5050 · Projects				

	Jul '24 - Jun 25	Jul '23 - Jun 24	\$ Change	% Change
5051 · Grants/Funding Analysis-general	0.00	6,525.00	-6,525.00	-100.0%
5054 · Addtl Water Rights	0.00	57.50	-57.50	-100.0%
5055 · RR Water Forum	0.00	2,070.08	-2,070.08	-100.0%
5056 · License Change Petition				
5056.01 · Chg Pet- Legal Counsel	15,694.74	5,970.00	9,724.74	162.9%
5056.02 · Chg Pet - Engineering	10,216.25	4,680.25	5,536.00	118.3%
5056.03 · Chg Pet - Mapping	0.00	262.50	-262.50	-100.0%
Total 5056 · License Change Petition	25,910.99	10,912.75	14,998.24	137.4%
5057 · LAFCo Applications				
5057.00 · RVCWD reimbursement	-6,040.50	0.00	-6,040.50	-100.0%
5057.01 · LAFCo Apps - Legal Counsel	8,445.60	252.45	8,193.15	3,245.5%
5057.02 · LAFCo Apps - Engineering	831.25	0.00	831.25	100.0%
5057.03 · LAFCo Apps - Consultant	10,067.50	0.00	10,067.50	100.0%
Total 5057 · LAFCo Applications	13,303.85	252.45	13,051.40	5,169.9%
5058 · Demand Mgmt Pilot	0.00	18,275.00	-18,275.00	-100.0%
5059 · Trans Basin Diversion				
5059.01 · TB Div - Legal Counsel	12,094.83	22,994.92	-10,900.09	-47.4%
5059.02 · TB Div- Engineering	0.00	15,257.50	-15,257.50	-100.0%
5059.03 · TB Div- IWPC	0.00	50,000.00	-50,000.00	-100.0%
Total 5059 · Trans Basin Diversion	12,094.83	88,252.42	-76,157.59	-86.3%
5060 · Coyote Valley Dam Modernization				
5060.01 · COY via IWPC	0.00	7,000.00	-7,000.00	-100.0%
5060.02 · COY Modernization-legal	1,523.88	0.00	1,523.88	100.0%
Total 5060 · Coyote Valley Dam Modernization	1,523.88	7,000.00	-5,476.12	-78.2%
Total 5050 · Projects	52,833.55	133,345.20	-80,511.65	-60.4%
Total Water Supply Expenses	83,968.16	247,089.82	-163,121.66	-66.0%
General & Administrative Exp				
5100 · Consulting				
5101 · Accounting	14,382.06	6,834.26	7,547.80	110.4%
5102 · Audit	9,500.00	6,500.00	3,000.00	46.2%
5103 · Engineering- General	0.00	17,833.00	-17,833.00	-100.0%
5104 · Administrative Support	2,884.70	0.00	2,884.70	100.0%
5105 · Legal-General	6,034.35	7,163.64	-1,129.29	-15.8%
5109 · Human Resources	1,762.50	2,794.35	-1,031.85	-36.9%
Total 5100 · Consulting	34,563.61	41,125.25	-6,561.64	-16.0%
5120 · Vehicle	1,126.94	3,763.50	-2,636.56	-70.1%
5130 · Insurance	9,678.18	6,451.54	3,226.64	50.0%
5140 · LAFCO Apportionment Fee	1,160.41	1,100.37	60.04	5.5%
5150 · Memberships	6,485.00	6,019.00	466.00	7.7%
5160 · Office Operating Expenses	5,129.81	7,096.81	-1,967.00	-27.7%
5161 · Rent, Utilities	4,500.00	4,500.00	0.00	0.0%

	Jul '24 - Jun 25	Jul '23 - Jun 24	\$ Change	% Change
5170 · Training & Conferences	491.46	5,421.07	-4,929.61	-90.9%
5180 · Stipends, Meetings	3,900.00	5,465.25	-1,565.25	-28.6%
5190 · Property Tax Admin Fees	1,010.51	0.00	1,010.51	100.0%
5200 · Election	323.26	0.00	323.26	100.0%
5299 · Miscellaneous Expense (Revenue)	0.00	-328.30	328.30	100.0%
Total General & Administrative Exp	68,369.18	80,614.49	-12,245.31	-15.2%
4000 · Reconciliation Discrepancies	69.00	0.00	69.00	100.0%
Total Expense	310,113.47	514,768.20	-204,654.73	-39.8%
Net Ordinary Income	232,911.38	160,785.60	72,125.78	44.9%
Other Income/Expense				
Other Expense				
5700 · Use of Wtr Reliability Reserve				
5700.1 · IWPC Contributions	0.00	46,700.00	-46,700.00	-100.0%
5700.2 · UVB GSA Contributions	0.00	30,000.00	-30,000.00	-100.0%
Total 5700 · Use of Wtr Reliability Reserve	0.00	76,700.00	-76,700.00	-100.0%
5710 · Use of Capital Reserves	7,703.27	7,424.41	278.86	3.8%
5900 · Depreciation Expense	0.00	28,429.44	-28,429.44	-100.0%
Total Other Expense	7,703.27	112,553.85	-104,850.58	-93.2%
Net Other Income	-7,703.27	-112,553.85	104,850.58	93.2%
Net Income	225,208.11	48,231.75	176,976.36	366.9%

Mendocino County Russian River Flood Control District  
Balance Sheet Prev Year Comparison

Cash Basis

As of June 30, 2025

	Jun 30, 25	Jun 30, 24	\$ Change	% Change
<b>ASSETS</b>				
Current Assets				
Checking/Savings				
1020 · CA CLASS				
1024 · Water Reliability Reserve	255,257.78	0.00	255,257.78	100.0%
1020 · CA CLASS - Other	250,828.90	0.00	250,828.90	100.0%
Total 1020 · CA CLASS	506,086.68	0.00	506,086.68	100.0%
1000 · SBMC Checking	301,851.39	323,108.31	-21,256.92	-6.6%
1001 · SBMC Savings				
1001.02 · Savings Water Reliability ...	0.00	150,140.23	-150,140.23	-100.0%
1001.01 · General Savings	50,141.12	100,000.00	-49,858.88	-49.9%
1001 · SBMC Savings - Other	-50,141.12	81.55	-50,222.67	-61,585.1%
Total 1001 · SBMC Savings	0.00	250,221.78	-250,221.78	-100.0%
1010 · LAIF				
1011 · Capital Reserve	70,000.00	73,670.00	-3,670.00	-5.0%
1012 · Emergency Reserve	37,000.00	37,500.00	-500.00	-1.3%
1013 · Operating Reserve	250,000.00	255,850.00	-5,850.00	-2.3%
1014 · Water Reliability Reserve	161,652.92	151,632.92	10,020.00	6.6%
1010 · LAIF - Other	18,244.50	0.00	18,244.50	100.0%
Total 1010 · LAIF	536,897.42	518,652.92	18,244.50	3.5%
1019 · LAIF - Fair Market Value	-1,910.70	-1,910.70	0.00	0.0%
Total Checking/Savings	1342924.79	1090072.31	252,852.48	23.2%
Accounts Receivable	0.00	-5.00	5.00	100.0%
Other Current Assets	0.00	14,979.75	-14,979.75	-100.0%
Total Current Assets	1342924.79	1105047.06	237,877.73	21.5%
Fixed Assets				
1401 · Meters & Vehicles	126,795.66	144,324.90	-17,529.24	-12.2%
1499 · Accumulated Depreciation	-118,369.47	-118,369.47	0.00	0.0%
Total Fixed Assets	8,426.19	25,955.43	-17,529.24	-67.5%
Other Assets				
1600 · Deferred Outflows	46,819.00	46,819.00	0.00	0.0%

Mendocino County Russian River Flood Control District  
Balance Sheet Prev Year Comparison

Cash Basis

As of June 30, 2025

	Jun 30, 25	Jun 30, 24	\$ Change	% Change
Total Other Assets	46,819.00	46,819.00	0.00	0.0%
<b>TOTAL ASSETS</b>	<b>1398169.98</b>	<b>1177821.49</b>	<b>220,348.49</b>	<b>18.7%</b>
<b>LIABILITIES &amp; EQUITY</b>				
Liabilities				
Current Liabilities				
Other Current Liabilities				
2010 · Accrued Expenses	0.00	827.87	-827.87	-100.0%
2030 · Vacation/Sick Accrual	31,108.41	31,108.41	0.00	0.0%
2050 · Payroll Liabilities	0.00	4,031.75	-4,031.75	-100.0%
Total Other Current Liabilities	31,108.41	35,968.03	-4,859.62	-13.5%
Total Current Liabilities	31,108.41	35,968.03	-4,859.62	-13.5%
Long Term Liabilities				
2600 · Deferred Inflows	2,265.00	2,265.00	0.00	0.0%
2700 · Net Pension Liability	59,381.00	59,381.00	0.00	0.0%
Total Long Term Liabilities	61,646.00	61,646.00	0.00	0.0%
Total Liabilities	92,754.41	97,614.03	-4,859.62	-5.0%
Equity				
3000 · Opening Bal Equity	541,116.95	541,116.95	0.00	0.0%
3001 · Retained Earnings	539,090.51	490,858.76	48,231.75	9.8%
Net Income	225,208.11	48,231.75	176,976.36	366.9%
Total Equity	1305415.57	1080207.46	225,208.11	20.9%
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1398169.98</b>	<b>1177821.49</b>	<b>220,348.49</b>	<b>18.7%</b>

## Mendocino County Russian River Flood Control District

## Monthly Payment Detail

Cash Basis

As of April 30, 2025

Date	Name	Memo	Paid Amou...
1000 · SBMC Checking			
04/04/2025	Balance Hydrologics	invoice 222029-0325 Change Petition Mapping	-1,815.00
04/11/2025	Cardmember Service	Credit card 2/13-3/12/25	-209.91
04/04/2025	CPS HR Consulting	Feb 2025 service dates, Proj #E6502	-1,312.50
04/03/2025	Herum/Crabtree/Suntag	Legal Counsel March servcie dates	-13,698.78
04/09/2025	Intuit	Monthly payroll subscription	-7.00
04/29/2025	John Bailey	Board Meeting Stipend July-Sept 2024	-200.00
04/03/2025	Starting Line Advisory	Accounting February service dates	-341.25
04/29/2025	Team Mobile	Monthly cell phone service	-208.50
04/07/2025	USGS	Bill #90075831 Fed FY Qtr 1 10/01/2024 - 12/31/2...	-7,672.50
04/02/2025	Wagner & Bonsignore CCE	Civil Engineers Feb 2025 Service Dates	-607.50
04/16/2025	Wagner & Bonsignore CCE	Civil Engineers March 2025 Service Dates	-5,355.00
Total 1000 · SBMC Checking			-31,427.94
TOTAL			-31,427.94

## Project Water Worksheet as of May 1, 2025

Current 2025 totals  
in Acre Feet

<b>Project Water Licensed to MC RRFC &amp; WCID:</b>	<b>7940</b>
<b>2025 Contracted Non-Retail Suppliers:</b>	<b>4972</b>
<b>2025 Contracted Retail Suppliers:</b>	<b>2305.15</b>

Calpella CWD	85
Henry Station Mutual Water Co	8
Hopland PUD	222
Millview CWD - All Use	1171.15
Rogina Water	200
River Estates Mutual Water Company	26
Willow CWD - All Use	593
<b>Contracted Retail Suppliers Total:</b>	<b>2305.15</b>

<b>Contracted Total:</b>	<b>7277.15</b>
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Current Uncontracted Water Supply in 2025 available as surplus:	662.85
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**Redwood Valley County Water District 2025 Surplus Use Totals:**

Month	2024 Water diverted, in acre feet	2025 Water diverted, in acre feet
January	13.89	13.39
February	0.00	14.86
March	14.46	14.69
April	59.75	
May	46.47	
June	116.91	
July	265.15	
August	179.06	
September	117.76	
October	82.13	
November	0.00	
December	0.00	
<b>Totals:</b>	<b>895.58</b>	<b>42.94</b>

Surplus water <b>OFFERED FOR TRANSFER</b> from customers in 2025:	110.00
Surplus water <b>ACTUALLY TRANSFERED</b> from customers in 2025:	0.00

**Total available Surplus for Redwood Valley in 2025: 772.85**

Note: additional available surplus water can be made available.

<b>2026 Contract Changes (effective 1-1-2026):</b>	<b>373</b>
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acre feet

5 **DRAFT MINUTES**  
6 **Regular Meeting of April 7, 2025**  
7 **At District Office: 304 N. State Street, Ukiah, CA 95482**

8 **1. Roll Call**

9 President Watt called the meeting to order at 5:35 PM.

10 Trustees Present: Christopher Watt, President  
11 Tyler Rodrigue, Vice President (arrived at 5:47 PM)  
12 John Bailey, Treasurer  
13 John Reardan, Trustee  
14 Dave Koball, Trustee

15 Staff: Elizabeth Salomone, General Manager  
16 Jeanne Zolezzi, Legal Counsel

17  
18  
19  
20 **2. Approval of Agenda**

21 Treasurer Bailey moved to approve the agenda. Trustee Koball seconded the motion. The motion was  
22 approved by the following vote:

23 Ayes: 4 (Koball, Bailey, Reardan, Watt)  
24 Absent: 1 (Rodrigue)

25  
26 **3. Public Expression: None.**

27  
28  
29 **CLOSED SESSION**

30 **4. Conference with Real Property Negotiators (Gov. Code § 54956.8)**

31 *Property:* Potter Valley Project | *Agency negotiator:* General Manager, General Counsel, Board Members  
32 *Negotiating parties:* Agency, Inland Water & Power Agency, PG&E | *Under negotiation:* Purchasing Entity

33  
34 The Board entered closed session with legal counsel at 5:36 PM. The Board returned to open public session  
35 at 6:07 PM. President Watt stated no reportable action was taken.

36  
37  
38 **ITEMS FOR DISCUSSION AND POSSIBLE ACTION**

39 **5. INTRODUCE, WAIVE READING, AND PLACE ON AGENDA FOR ADOPTION Ordinance No.**  
40 **25-01 An Ordinance Establishing Regulations and Rules for Water Sales by the Mendocino County**  
41 **Russian River Flood Control & Water Conservation Improvement District**  
42

43 GM Salomone presented the item and received one clarifying edit on page 10 of 19, section 3.35.2.

44  
45 “Approved Meters not determined to be accurate...” changed to “Approved Meters determined not to be  
46 accurate...”

Trustee Koball moved to introduce, waive reading, and place on a future agenda for adoption Ordinance 25-01 An Ordinance Establishing Regulations and Rules for Water Sales by the Mendocino County Russian River Flood Control & Water Conservation Improvement District with the edit noted above. Trustee Reardan seconded the motion. The motion was approved by the following vote:

Ayes: 5 (Koball, Bailey, Reardan, Rodrigue, Watt)

Staff directed to prepare the necessary public notice and publications.

## 6. Introducing the Proposed Revised Uniform Water Supply & Purchase Agreement

GM Salomone presented the item and received comments and questions. The following points were discussed:

- Changes to surplus water section.
- Clarifications on “Customer” and “Contractor.”
- Section 5.4 remove the extra “and.”

The Board directed Staff to prepare an agenda item for the consideration of final approval of the proposed revised Uniform Water Sale & Purchase Agreement and to notify District Customers through electronic transmission of the proposed revision.

## 7. First Amendment to the Memorandum of Understanding With Redwood Valley County Water District Regarding Annexation Application

GM Salomone presented the item and received comments and questions regarding the hourly rate and the inclusion of legal counsel services reimbursement.

Trustee Reardan moved to approve the First Amendment to the Memorandum of Understanding With Redwood Valley County Water District Regarding Annexation Application. Treasurer Bailey seconded the motion. The motion was approved by the following vote:

Ayes: 5 (Koball, Bailey, Reardan, Rodrigue, Watt)

## 8. Preliminary Draft of Fiscal Year 2025-2026 Budget

GM Salomone presented the item for Board discussion. Main points of discussion:

- Only contracted water is used to budget ordinary revenue in the budget.
- Surplus water sales are not included as ordinary revenue in the budget, though they do show as revenue in the year end reports.
- Due to the impending annexation of the Redwood Valley County Water District, it is forecasted all remaining uncontracted water will be contracted, therefore ordinary revenue could be calculated on the sale of 7,940 acre feet.
- The Board directed GM Salomone to draft the budget for workshop with rates set at \$66.00 per acre foot.

(Continued...)

101  
102  
103 **9. Local Agency Formation Commission (LAFCo) Independent Special District Election**  
104

105 GM Salomone presented the item for Board discussion.  
106

107 Trustee Reardan moved to approve voting for Adam Gaska to fill the LAFCo Independent Special District  
108 Seat for the remainder of the term. Trustee Koball seconded the motion. The motion was approved by the  
109 following vote:  
110

111 Ayes: 5 (Koball, Bailey, Reardan, Rodrigue, Watt)  
112

113  
114 **REGULAR BUSINESS, INFORMATION, AND REPORT ITEMS**  
115

116 **10. Water Supply Conditions Update**  
117

118 GM presented the report. It was discovered the report was accidentally eliminated from the materials and GM  
119 Salomone will add into the online paperwork.  
120

121  
122 **11. Consent Calendar**

- 123 a) Acceptance of the March 2025 Financial Reports
  - 124 b) Approval of March 3 Regular Board Meeting minutes
- 125

126 Trustee Reardan moved to approve the Consent Calendar. Treasurer Bailey seconded the motion. The motion was  
127 approved by the following vote:  
128

129 Ayes: 5 (Koball, Bailey, Reardan, Rodrigue, Watt)  
130  
131

132 **12. Trustee & Committee Reports**

133 *LAFCo MSR/SOI & Annexation Ad Hoc:* GM Salomone and the Ad Hoc Committee provided an update.  
134

135 *Change Petition Ad Hoc:* GM Salomone and the Ad Hoc Committee provided an update.  
136

137 *Treasurer Bailey* brought up the possible need to develop policy around the use of artificial intelligence (“AI.”)  
138  
139

140 **13. General Manager Report & Correspondence**

141 GM presented the report, highlighting a few points and providing consensus to engage a consultant in this fiscal  
142 year to begin a desktop historical study of the District’s channel maintenance work.  
143  
144

145 **14. Direction on Future Agenda Items**

146 Report back from Mendocino County Inland Water & Power Commission including member contribution  
147 updates to inform District future rate setting. Budget and rate setting.  
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**ADJOURNMENT**

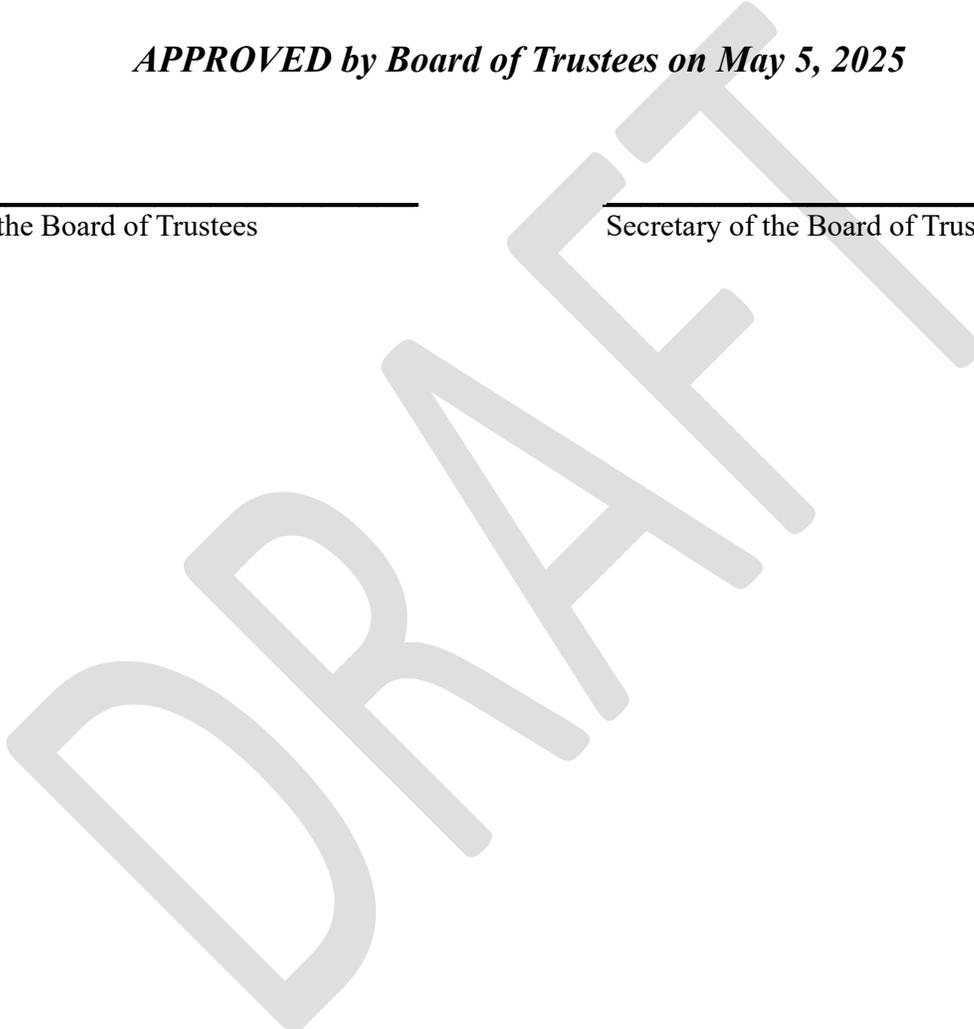
Trustee Koball moved to adjourn the meeting at 7:30 PM. Vice President Rodrigue seconded the motion. The motion was approved by the following vote:

Ayes: 5 (Koball, Bailey, Reardan, Rodrigue, Watt)

***APPROVED by Board of Trustees on May 5, 2025***

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Secretary of the Board of Trustees



**President**  
*Christopher Watt*

**Vice President**  
*Tyler Rodrigue*

**Treasurer**  
*John Bailey*

**Trustee**  
*John Reardan*

**Trustee**  
*Dave Koball*

5 **DRAFT MINUTES**  
6 **Special Meeting of April 22, 2025**  
7 **At District Office: 304 N. State Street, Ukiah, CA 95482**  
8

9 **1. Roll Call**

10 President Watt called the meeting to order at 8:33 AM.

11  
12 Trustees Present: Christopher Watt, President  
13 Tyler Rodrigue, Vice President  
14 John Bailey, Treasurer  
15 John Reardan, Trustee  
16 Dave Koball, Trustee  
17

18 Staff: Elizabeth Salomone, General Manager  
19 Jeanne Zolezzi, Legal Counsel

20 **2. Approval of Agenda**

21 Trustee Reardan moved to approve the agenda. Treasurer Bailey seconded the motion. The motion was  
22 approved by the following vote:

23  
24 Ayes: 5 (Koball, Bailey, Reardan, Rodrigue, Watt)  
25

26 **3. Public Expression: None.**  
27

28 **CLOSED SESSION**

29 The Board entered closed session with legal counsel at 8:34 AM.  
30

- 31 **4. Conference with Real Property Negotiators (Gov. Code § 54956.8)**  
32 *Property:* Potter Valley Project | *Agency negotiator:* General Manager, General Counsel, Board Members  
33 *Negotiating parties:* Agency, Inland Water & Power Agency, PG&E | *Under negotiation:* Purchasing Entity  
34  
35 **5. (1) Government Public Employee Performance Evaluation: Gov. Code §54957 (General Manager).**  
36 **(2) Conference with Labor Negotiators: board representative – Board President or HR Consultant,**  
37 **Unrepresented Employee: General Manager**  
38

39 The Board returned to open public session at 9:34 AM. President Watt stated no reportable action was taken.  
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41  
42

43 **6. Direction on Future Agenda Items - None**  
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48 (Continued...)  
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**ADJOURNMENT**

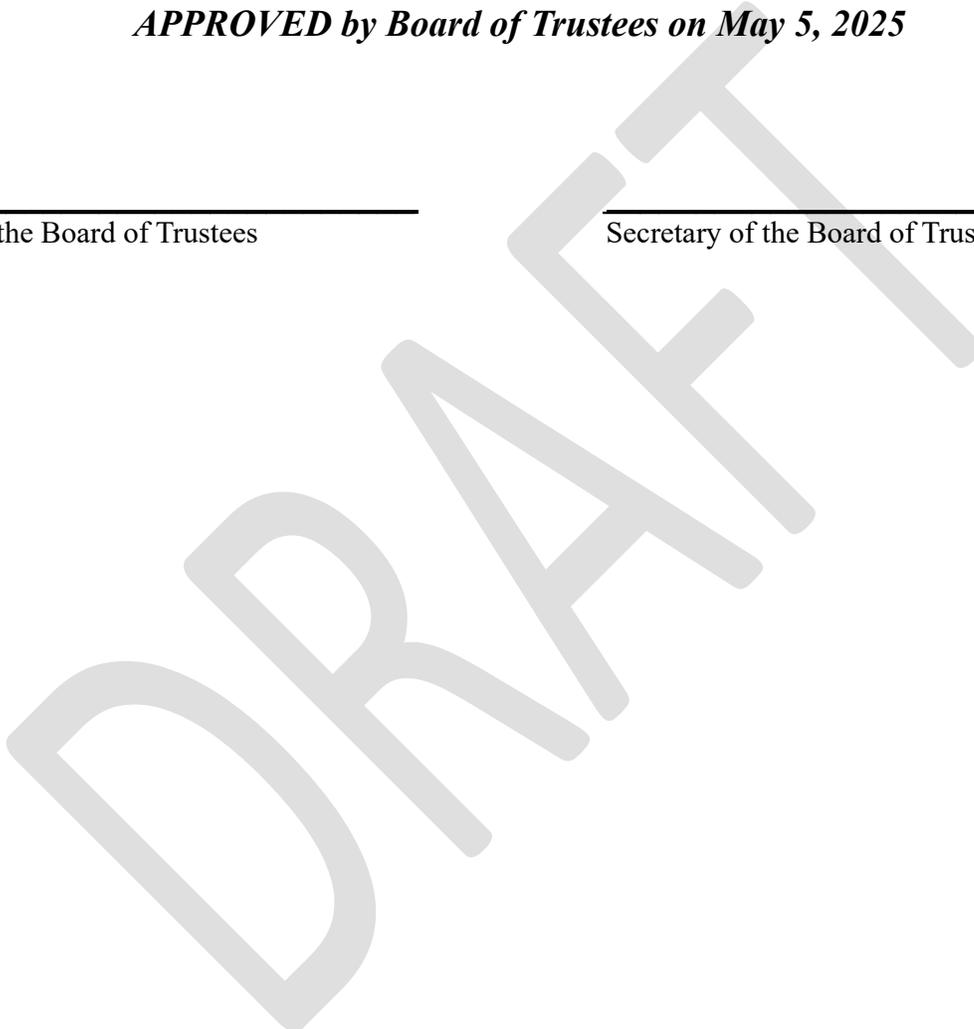
President Watt moved to adjourn the meeting at 9:36 AM. Trustee Koball seconded the motion. The motion was approved by the following vote:

Ayes: 5 (Koball, Bailey, Reardan, Rodrigue, Watt)

***APPROVED by Board of Trustees on May 5, 2025***

\_\_\_\_\_  
President of the Board of Trustees

\_\_\_\_\_  
Secretary of the Board of Trustees



**President**  
*Christopher Watt*

**Vice President**  
*Tyler Rodrigue*

**Treasurer**  
*John Bailey*

**Trustee**  
*John Reardan*

**Trustee**  
*Dave Koball*

# INVOICE

## Mendocino County Inland Water and Power Commission

PO Box 1247  
Ukiah, CA 95482  
707 391-7574  
[chorsley@mendoiwpc.com](mailto:chorsley@mendoiwpc.com)

**DATE:** April 24, 2025  
**INVOICE #** 2025.2a  
**FOR:** Potter Valley Project  
**BILL TO:** MCRRFC&WCID  
District Manager  
P.O. Box 2104  
Ukiah, CA 95482

DESCRIPTION	AMOUNT
Billing Invoice: to cover ongoing consulting and legal expenses for the PVP, ERPA & Coyote Dam study	\$84,000.00
Operations Expenses \$17,565	
Potter Valley Project- Scott Shapiro \$188,963	
Potter Valley project- Tom Johnson \$100,682	
Coyote Valley Dam- Scott Shapiro \$20,996	
Coyote Valley Dam- Eric Nagy \$96,152	
<b>Total \$424,358</b>	
Divided by 5 IWPC members \$84,871.60	
Due date--May, 2025	
	<b>SUBTOTAL \$84,000</b>
	<b>TAX RATE 0.00%</b>
	<b>SALES TAX -</b>
	<b>OTHER -</b>
	<b>TOTAL \$84,000</b>

Make all checks payable to **IWPC**

**THANK YOU FOR YOUR PAYMENT!**

*Mendocino County Russian River Flood Control  
& Water Conservation Improvement District*

**General Manager's Report for April 2025**

*Presented at Regular Meeting of Monday, May 5, 2025*

**Priority 1: Security ~ Ensure reliable, resilient, and available sources of water.**

(1: Improved river & reservoir operations. 2: Fair & reliable inter-basin. 3: Expanded water sources.  
4: Increased storage capacity)

**1-RR/Lake Mendocino 2025 operations:** Sonoma Water Agency submitted a Temporary Urgency Change Petition (TUCP) on April 10<sup>th</sup> to the State Water Resources Control Board (SWRCB) to modify the criteria for establishing the water supply conditions and the minimum instream flow requirements for the Russian River watershed that were established by Decision 1610. More information: <https://rrfc.specialdistrict.org/2025-russian-river-and-lake-mendocino-operations>

**1-Water Sharing Program:** The Working Group met to discuss progress made by the State Water Resources Control Board (SWRCB) on the 10,000 acre foot reserve pool in Lake Mendocino for Sonoma County and the water supply modeling. Tools were reviewed by SWRCB staff.

**2-PG&E Public Draft Surrender Application and Decommissioning Plan:** Visit the District's website for the most recent updates including articles and comment letters: <https://rrfc.specialdistrict.org/pg-e-draft-surrender-application-and-decommissioning-plan-for-the-potter-valley-project>

**2-Partnership to Preserve Eel to Russian River Diversion:** Visit the District's website for the most recent updates including articles and comment letters: <https://rrfc.specialdistrict.org/partnership-to-preserve-eel-to-russian-river-diversion>

**2- PG&E FERC Filings for 2025 and Beyond:** The Federal Energy Regulatory Commission (FERC) opened the public comment period for the PG&E temporary license flow amendment (previously referred to as a temporary flow variance) for the Potter Valley Project 2025 operations. PG&E has also submitted an Application for Non-Capacity License Amendment. More information can be found on the District's website: <https://rrfc.specialdistrict.org/updates>, including comment letters submitted which are uploaded as received.

**4-Lake Mendocino's Coyote Valley Dam General Investigation Study:** "State and local politicians, tribal officials and representatives from the U.S. Army Corps of Engineers met Friday at Lake Mendocino to formalize a cost-sharing agreement for the Coyote Valley Dam General Investigation Study." "A new partnership between three organizations will explore options for raising the dam at Lake Mendocino to boost the water supply supporting agriculture and recreation." See **attached** press release from IWPC and RRFC's website: <https://rrfc.specialdistrict.org/lake-mendocino-s-coyote-valley-dam-general-investigation-study>

**Priority 2: Collaboration ~ Work with partners to achieve aligned goals for a common benefit.**

(1: Trusted relationships with community partners for regional water security. 2: Improved diversity, equity, and inclusion in the stewardship of water resources. 3: Expanded relationships with non-traditional partners and stakeholders in pursuit of enhanced Environmental Stewardship.)

**Nothing to note.**

*(Continued...)*

**Priority 3: Advocacy ~ Influence outreach, education, funding, regulation, and legislation in support of equitable water resource stewardship.**

(1: Improved public awareness and understanding of the importance of water issues. 2: State and Federal governmental policy and funding support for the region.)

**1/2-ACWA:** (1) Region 1 Board met. (2) The Statewide ACWA Board met. (3) The SB88 update working group met to discuss drafting a letter from ACWA. (4) GM Salomone was appointed to represent Region 1 on the ACWA Executive Director Recruitment Committee.

**2-Congressmember Huffman and Assemblymember Chris Rogers Town Hall:** The Potter Valley Project and future water supply for the Russian River watershed were topics at the townhall held Friday, April 4<sup>th</sup> at Mendocino College. Recording: <https://www.kzyx.org/2025-04-04/jared-huffman-town-hall-in-ukiah>

**Priority 4: Use ~ Ensure effective and beneficial use of water as a public resource.**

(1: Maximum beneficial use of water under District water right license. 2: Strategic use of water by customers.)

**1-Annexation of Redwood Valley County Water District Service Area:** Redwood Valley County Water District approved the Resolution of Support for the Annexation. The Annexation Ad Hoc Committee met, providing feedback on the California Environmental Quality Act (CEQA) preferred path and engagement of a consultant to complete required mapping and legal description for the annexation application. RRFC Legal Counsel and Staff have prepared the Initial Study and Proposed Negative Declaration and a consultant is working on the mapping and legal description. The annexation application will be submitted to LAFCo as soon as all required documentation and notice periods are completed. The Draft Plan for Services and other information can be found on the RRFC website: <https://rrfc.specialdistrict.org/lafco-msr-soi-update-annexation-application-2025>

**1-Change Petition:** Work continues on the mapping and documentation for the petition, specifically focused on including all relevant points of diversion.

**Priority 5: Administration ~ Foster sustainable leadership and management of agency resources.**

(1: Capable and high quality executive leadership. 2: Engaged, diverse, and knowledgeable Board leadership. 3: Effective systems and human resources to execute the strategic plan. 4: Sound and sustainable management of District finances.)

**1: Executive Leadership:** Attended: (1) Sacramento State FIRO/FloodMAR webinar. (2) SWRCB Public Hearing on Water Measuring and Reporting Revisions (SB88). (3) Participated in the SWRCB California Telemetry Technical Advisory Committee. (4) The Future of Water: Will it be there for us? (Art Umble, PhD, PE, F.WEF: Senior Vice President—Emeritus, Stantec Consulting Services, Inc.) (5) CA Water Data Consortium's Data for Lunch-When Rivers Run Hot. (6) YouTube Office Hours with Daniel Swain recorded on 4/14/25. (7) CSDA Webinar on GASB 68 (pension.)

**3-Channel Maintenance:** Consultant engaged to work on the historical documents and summary report.

(continued...)

**Community Meetings**

**Note:** District Board members and GM will no longer be attending all community meetings and reporting here. Please contact the individual organizations for more information on public meetings and updates.

**Upper Russian River Water Agency (URRWA) (4/2/25):** Meeting was cancelled.

**Ukiah Valley Water Authority (4/3/25):** Meeting was cancelled.

**City of Ukiah (4/2/25):** Nothing water related to note.

**Local Agency Formation Commission (LAFCo) (4/7/25):** RRFC's Municipal Service Review (MSR) and Sphere of Influence (SOI) update was workshopped. Appreciation for the quality of work and cooperation was expressed to RRFC staff. The public hearing has been noticed to approve the MSR/SOI on May 5, 2025. The Commission also reviewed other MSR/SOIs and the Proposed Budget and Work Program for FY 2025-26. Janet Pauli provided an update on the Potter Valley Project and Sean White provided an update with Jared Walker on the Ukiah Valley Water Authority. These presentations are worth reviewing on the YouTube recording: <https://www.youtube.com/watch?v=EhBidEA6Yok>

**Ukiah Valley Basin Groundwater Sustainability Agency (UVB GSA) (4/10/25):** The Board received an update on the staffing transition from West Yost to the City of Ukiah. A high level overview of the preliminary FY 25-26 budget was presented, and an Ad Hoc of Chris Watt and Adam Gaska was formed to work with Staff on developing the proposed budget. The Upper Russian River Groundwater Dependent Ecosystem and Interconnected Surface Waters Study Request for Proposals (RFP) had one respondent, and Staff will proceed with reviewing and recommending approval to the Board. An update was given on the Facilitation Support Services (FSS) funded by DWR to develop a strategic plan, enhance public & Tribal engagement, and assist where needed in governance and operation issues. The FSS Ad Hoc was reaffirmed to continue working with the new GM and consultants. The annual water year report was briefly reviewed, and no concerns were identified. The next meeting is June 12, 2025 at 10 AM and at that meeting, the future meeting schedule will be set. Theresa McNerlin shared this would be her last meeting as she represents the Upper Russian River Water Agency which is disbanding, and the Ukiah Valley Water Authority is lined up to join the UVB GSA JPA and have a Board seat.

**Mendocino County Inland Water & Power Commission (4/20/25):** A closed session was held. Budget development was reviewed. Forming an ad hoc committee for the work with the Army Corp of Engineers on the Coyote Valley Dam feasibility study was discussed. An ad hoc was formed to explore options for outreach and engagement. An all IWPC Member Board meeting is being scheduled for May.

**City of Ukiah (4/16/25):** City Staff and legal counsel Phil Williams presented a proposal for a significant annexation project. Most of Millview Water District and all of Willow Water District would be annexed into the City of Ukiah. The City will set up a webpage to improve public engagement and transparency. There were many public comments ranging from urging the council to provide more information and postpone decision to full opposition. The Council moved to approve direction to Staff to continue exploring the annexation project including addressing the public comment concerns.

\* \* \* \*

Prepared and submitted to the Board of Trustees by: *Elizabeth Salomone, General Manager*



## FOR IMMEDIATE RELEASE

**CONTACT:** Janet Pauli,  
Chair of the Mendocino County Inland Water and Power Commission  
[pauli@mendoiwpc.com](mailto:pauli@mendoiwpc.com)

# Mendocino County IWPC, Lytton Rancheria, and U.S. Army Corps Launch Feasibility Study to Modernize Coyote Valley Dam

*Modernization Would Safeguard Communities,  
Protect Endangered Species, and Secure the Region's Water Future*

**(April 11, 2025 – Potter Valley, CA)**– In a significant step toward securing a sustainable water future, the Mendocino County Inland Water and Power Commission (IWPC), the Lytton Rancheria Tribe, and the U.S. Army Corps of Engineers (USACE) have signed an agreement to investigate further reducing flood risk, incorporating habitat restoration, and increasing water supply storage in the Russian River Watershed. If successful, the study could lead to increased federal infrastructure investments in the watershed

The study will first focus on the evaluation of various water supply storage options in the watershed including the potential to raise and modernize Coyote Valley Dam at Lake Mendocino. This focus is consistent with recent federal legislation directing USACE to “to maximize opportunities for water supply, water conservation measures, and drought resiliency efforts at and in the operation of water resources development projects”. The Study will also consider opportunities to reduce flood risk and restore aquatic habitat.

“In connection with our work on the Potter Valley Project, we must find sustainable and flexible options to better manage our water supply,” said Janet Pauli, Chair of the IWPC. “Coyote Valley Dam was built for another era. Extreme weather including longer droughts have made our water supply increasingly unpredictable, and evaluating options like modernizing the dam is essential to restoring habitats and capturing water during wet years to sustain us through dry ones.”

The urgency for regional water solutions has grown as PG&E proceeds with its plans to decommission the Potter Valley Project (PVP) —a century-old system that has enabled water diversions from the Eel River into the Russian River. A new regional [agreement](#) for water infrastructure construction and management post-PVP ensures that these diversions can continue. This Study by USACE complements the agreement by evaluating an array of options to store that diverted water.

“The dam and the region’s entire water system must evolve,” said Mari Rodin, Ukiah City Councilmember and IWPC representative. “The climate is changing, the infrastructure is outdated, and PG&E’s exit means we need a new, coordinated approach”. This study is a vital step toward building a water system that works—for people, farms, fish, and the environment.”

“We look forward to working with the Lytton Rancheria Tribe and USACE to find a balanced solution for the watershed,” added Pauli. “We are choosing to face these challenges together with all of our partners using science, collaboration, and a commitment to solutions. This study marks the beginning of a sustainable water future for both the Russian River and Eel River watersheds – a future that reflects a true two-basin solution.”

# # #