



Stege Sanitary District Board of Directors

7:00 PM, District Board Room, 7500 Schmidt Lane, El Cerrito, CA 94530

Meeting Agenda – October 1, 2026

Items on the agenda may be taken out of order.

Public comment is limited to three minutes for each individual speaker.

In accordance with California Government Code Section 54957.5, any writing that is a public record and relates to an open session agenda item which is distributed less than 72 hours prior to the meeting shall be available for public inspection at the District Office, 7500 Schmidt Lane, El Cerrito, during regular business hours. Copies of the agenda are posted on the district website at www.stegesan.org Those disabled persons requiring auxiliary aids or services in attending or participating in this meeting should notify the district at least 48 hours prior to the meeting at (510) 524-4668.

Members of the public can observe the live stream of the meeting by accessing **<https://zoom.us/j/84090509848>** or by calling **(669) 900-9128** and entering the Meeting ID# **840 9050 9848** followed by the pound (#) key.

The ability to participate and observe remotely as identified above is predicated on the technology being available and functioning without technical difficulties. Should the remote platform not be available, or become non-functioning, or should the Board of Directors otherwise encounter technical difficulties that make that platform unavailable, the Board of Directors will proceed with business in person unless otherwise prohibited by law.

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Pursuant to AB 2449, Board Members may be attending this meeting via remote conferencing. In the event that any Board Member elects to attend remotely, all votes conducted during the meeting will be conducted by roll call vote.

President Beach may participate via teleconference from 5151 San Francisco Road NE, Albuquerque, NM 87109

1. Call to Order

2. Roll Call

3. Agenda Items:

Directors and Officers of the Board will consider and announce if they have any conflicts of interest posed by items on the meeting agenda.

4. Public Comment:

Members of the public are invited to address the Board concerning topics that are **not** on the agenda. Comments on agenda items will be heard when the item is up for consideration.

5. Closed Session

CONFERENCE WITH LABOR NEGOTIATORS

Gov. Code § 54957.6

Agency Designated Representatives:

Bobby Magee, General Manager

Neha Shah, Legal Counsel

Employee Organizations:

The Collections System Unit and Supervisory Unit

Conference with Legal Counsel – Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) of § 54956.9

Number of Potential Cases: 1

Claim of Andrew Satchwell

6. Board Members Comments:

Board members may make brief announcements, report on activities, or request items for future agendas. No discussion or action will be taken on items not listed on the agenda.

Motion:

7. Approval of Minutes:

A. September 17, 2026 Meeting Minutes

Info:

8. Staff & Officer Reports:

A. General Manager's Verbal Report

B. District Legal Counsel's Verbal Report

Info:

9. Treasurer's Report

Motion: **10. Adopt Resolution No. 2296-1026 Accepting the 2024/25 AB 1600 Annual Report of Development Impact Fee Activity**

Motion: **11. Adopt Resolution No. 2297-1026 Amending the Contract with Shawn Noetzli - A Boutique PR Agency for Digital Newsletter Development and Grant Writing Services**

Info: **12. Future Agenda Items:**

October 15, 2026

- A. Regional PSL Program Update
- B. Regional FOG Program Update
- C. Appointment of District Treasurer

November 5, 2026

- A. Kids for the Bay Presentation
- B. First Quarter Budget Performance Report
- C. Operations & Maintenance Study Priority List

Info: **13. General Manager Action Items**
The General Manager will identify items raised during the Board meeting and seek direction as to whether the Board seeks further information or an agenda item for discussion at a future meeting.

14. Adjournment

Bobby Magee
General Manager
STEGE SANITARY DISTRICT



Stege Sanitary District Board of Directors
Meeting of September 17, 2026 at 7:00 PM
District Board Room, 7500 Schmidt Lane, El Cerrito, CA 94530
Meeting Minutes DRAFT

1. Call to Order:

President Beach called the meeting to order at 7:00 PM.

2. Roll Call:

Present: Beach, Merrill, O'Keefe, Gilbert-Snyder

Absent: None

Others: Kristopher Kokotaylo, District Counsel

Bobby Magee, General Manager

Paul Soo, Sr. Civil Engineer

Dennis Wright, Maintenance Superintendent

Kim Wendt, Administrative Specialist

Alex Borys, Board Candidate

3. Agenda Items:

Directors and Officers of the Board announced no conflicts of interest with items on the agenda.

4. Public Comment:

There were no public comments.

5. Adopt Resolution No. 2295-0926 Appointment to Fill Board of Directors Vacancy per Gov. Code § 1780.

MOTION: By Gilbert-Snyder, seconded by O'Keefe, to approve Resolution No. 2295-0926.

VOTE: AYES: Merrill, O'Keefe, Gilbert-Snyder, Beach

NOES: None

ABSTAIN: None

ABSENT: None

Director Borys took the oath of office and was seated for the meeting.

6. Board Members Comments:

Director Merrill expressed concern over the Canon Pump Station as portrayed in the report from consultants Sam and Andy and he hopes the Board is more directly involved in future pump station planning projects. Director Borys would like to see a future agenda item on the SSMP planning and progress. Director O'Keefe would like to see the personnel study results from VPI that were completed in December 2025.

7. Approval of Minutes:

Approval of September 3, 2026 Meeting Minutes.



Stege Sanitary District Board of Directors
Meeting of September 17, 2026 at 7:00 PM
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Meeting Minutes DRAFT

MOTION: By Merrill, seconded by Gilbert-Snyder, to approve the minutes of the September 3, 2026 Meeting Minutes.

VOTE: AYES: Merrill, O’Keefe, Gilbert-Snyder, Beach
 NOES: None
 ABSTAIN: Borys
 ABSENT: None

8. Staff & Officer Reports:

A. General Manager’s Verbal Report

The Board received an operations update, including grant opportunities being explored for solar power for the CCTV van, and the strong pool of second round interviews for the Assistant General Manager/Finance Director position.

B. District Legal Counsel’s Verbal Report

Counsel Kokotaylo provided an update on the SB 707 bill that was amended with a rollback of requirements from the SB 1187 bill that doesn’t require changes for the district.

9. Superintendent’s Reports:

The Board received the reports and asked staff technical questions related to the data.

10. Engineer’s Reports:

The Board received the reports and asked staff technical questions related to the data.

11. Treasurer’s Report:

The Board received the report for the period ending 9/10/26.

12. Verbal Report on the Status of the 2026/17 Flow Monitoring Program

The Board received a report on EBMUD’s flowmeter program that pools resources for purchasing and could be in place before the rainy season begins, upon Board approval.

13. District Investment Policy Review

The Board revisited the investment policy and directed staff with further research.

14. Long Range Planning: Session IV

The Board received staff’s newest draft Action Plan, discussed the results of the Board governance self-assessment results, the potential for an on-call/as-needed consulting engineering services, the 2027 Board calendar meeting dates and times.



Stege Sanitary District Board of Directors
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15. Future Agenda Items:

The Board discussed items it would like to see on future agendas.

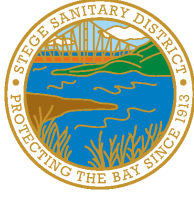
16. General Manager Action Items:

The General Manager provided an overview of Board requested action items.

17. Adjournment:

The meeting adjourned at 10:03 PM.

Bobby Magee
General Manager
STEGE SANITARY DISTRICT



STEGE SANITARY DISTRICT

STAFF REPORT

Board of Directors Meeting Date: 10/1/2026

TO: Honorable Board of Directors

FROM: Bobby Magee, General Manager / District Treasurer

SUBJECT: Treasurer's Report

RECOMMENDATION

It is recommended that the Board of Directors:

Receive and File the Treasurer's Report containing Estimated Bank Balances, Report of Revenues, and Disbursements Report for the period 9/11/26 - 9/25/26.

BACKGROUND AND DISCUSSION

The attached group of disbursements represents the District's outgoing payments for the period of September 11 – September 25, 2026.

Current Bank Balances as of September 24, 2026:

Account	Balance
Five Star Checking	\$248,759.87
Five Star Savings	\$2,260,050.03
LAIF	\$4,685,443.79
Time Value Investments	\$2,135,511.56
Total	\$9,329,765.25

Revenues Received:

Revenue	Amount
Connection Fees	\$0
Plan Check Fees	\$0
Inspection Fees	\$200.00
Total	\$200.00

FISCAL IMPACT

The checks identified in the attached report constitute the current financial liabilities to the District in the form of warrants, which is currently within budgeted and appropriated amounts. There is no fiscal impact to receiving and filing the Treasurer's Report.

Stege Sanitary District				
Board Check Register				
From 9/11/2026 to 9/17/2026				
Check #	Payee	Transaction Description	Amount	Date
ISSUED CHECKS				
2319	Vestis	Laundry and Uniform - 9-15-26	114.36	9/17/2026
2320	CCP Direct	Nitrile Powder Free Exam Gloves Black	753.01	9/17/2026
2321	R & R Auto Services	Gas For August 2026	2,962.14	9/17/2026
2322	Bailey Fence Company, Inc.	Burlingame Fence	1,835.00	9/17/2026
2323	Redwood Public Law, LLP	Legal - Labor Negotiations, Retainer and Confidential Matter (<u>3 Invoices</u>)	24,066.00	9/17/2026
2324	Xerox Financial Services	Copier Contract -08-30-26 to 09-29-26	332.94	9/17/2026
2325	California State Disbursement Unit	Case ID: 0139021010-01 - Perez and Case ID: 200000001914071-Magee (<u>Two Invoices</u>)	1,307.00	9/17/2026
2326	Aries Industries	Pipeline Parts	885.27	9/17/2026
2327	Paul Soo	Paul Soo Travel To CSTAC Meeting-9-16-26	16.72	9/17/2026
2328	Fred Bondoc	Fred Bondoc - October 2026 Retiree Benefits	324.48	9/17/2026
2329	PG&E - 0607499583-5	Canon Pump Station - Electric	280.77	9/17/2026
2330	Gallagher	2026 Asst GM / Finance Director Recruitment	6,250.00	9/17/2026
2331	Raftelis	Deposit For Board Workshop	5,000.00	9/17/2026
		Total Issued Checks 9-17-26	44,127.69	
EFT Payments				
	ADP	ADP Payroll Fees	752.30	9/10/2026
	ADP	ADP Tax Payable	1,401.79	9/14/2026
	ADP	ADP Wages Payable - 30% Advance	38,053.47	9/14/2026
		Total EFT Payments -9-11-26 to 9-17-26	40,207.56	
		Total Payments 9-11-26 to 9-17-26	84,335.25	

Stege Sanitary District				
Board Check Register				
From 9/18/2026 to 9/24/2026				
Check #	Payee	Transaction Description	Amount	Date
ISSUED CHECKS				
2332	Nerd Crossing	Logitech Remote Equipment	572.89	9/24/2026
2333	Direct Line	Monthly Answering Service Fee - August 2026	169.47	9/24/2026
2334	Regional Government Services	Professional Services - 08-01-26 to 8-31-26	17,855.10	9/24/2026
2335	Reliance Standard Life	Basic Life & LTD - October 2026	701.85	9/24/2026
2336	Vestis	Uniform and Laundry Service-9-22-26	111.18	9/24/2026
2337	Steven's Printing	4x6 Postcard - PSL Loan and Postage. Print \$13K and Mail 12.5K Newsletters. <u>Two Invoices</u>	13,823.96	9/24/2026
2338	Rex Key & Security	Service Call Locked File Cabinet	380.00	9/24/2026
		Total Issued Checks 9-24-26	33,614.45	
ACH Payment				
	VPI Strategies	Invoice # 3411 - HR Services 9-1-26 to 9-15-26	5,643.75	9/24/2026
		Total ACH Payment 9-24-26	5,643.75	
EFT Payment - NONE				
		Total Payments 9-18-26 to 9-24-26	39,258.20	



STEGE SANITARY DISTRICT

STAFF REPORT

Board of Directors Meeting Date: 10/1/26

TO: Honorable Board of Directors

FROM: Bobby Magee, General Manager

SUBJECT: Annual Development Impact Fee Report (AB 1600) for Fiscal Year 2024-25

RECOMMENDATION

It is recommended that the Board of Directors:

Adopt Resolution No. 2296-1026 accepting the Fiscal Year 2024-25 Annual Report of Development Impact Fee activity.

BACKGROUND AND DISCUSSION

The District imposes fees to mitigate the impact of development pursuant to Government Code §66000 et seq. When collected, the fees are deposited into a designated fund specifically for impact fees.

Each local District is required within 180 days after the last day of each fiscal year to make available to the public the following information: the amount of fees, interest, and other income in the account, and the amount of expenditure for each public facility or improvement made from the account during the year.

DISCUSSION AND ANALYSIS

Attachment A of the resolution includes tables showing the change in fund balance from July 1, 2024, to June 30, 2025 (including beginning and ending balances, and fees collected), expenditures by project, and planned usage of developer impact fees, and a schedule of the development fee rates.

During Fiscal Year 2024-25, the District collected approximately \$83,999 in development impact fees and expended approximately \$1,191,405 on eligible projects and improvements. As of June 30, 2025, the District's development impact fee fund had an ending balance of zero – the entirety of the fund had been spent on eligible projects. Additional details regarding activity in the fund and the projects funded by these revenues is provided in the attached report.

No interfund transfers or loans were made from any of the identified accounts. There were no refunds of development impact fees paid, pursuant to Government Code §66001(e), nor were there any allocations of unexpended revenues collected, pursuant to Government Code §66001(f).

While the District has received no requests from any person to receive a copy of this report. The District has posted a notice on its website of the availability of the development impact fee information.

ENVIRONMENTAL ANALYSIS

Pursuant to Title 14, the California Code of Regulations, §15302(c) of the California Environmental Quality Act (“CEQA”) guidelines, the proposed action is an administrative activity of the District that will not result in direct or indirect physical changes to the environment.

FISCAL IMPACT:

There is no fiscal impact related to the proposed action.

ATTACHMENT(S):

1. Resolution
2. Annual Reporting Data Sheets

STEGE SANITARY DISTRICT

RESOLUTION NO 2296-1026

A RESOLUTION OF THE BOARD OF THE STEGE SANITARY DISTRICT ACCEPTING
THE FISCAL YEAR 2024-25 ANNUAL REPORT OF
DEVELOPER DEPOSITS (AB 1600 REPORT)

WHEREAS, the Stege Sanitary District imposes fees to mitigate the impact of development pursuant to Government Code §66000 et seq.; and

WHEREAS, said fees collected are deposited into a specific fund; and

WHEREAS, the District is required within 180 days after the last day of each fiscal year to make available to the public information for the fiscal year regarding these fees under Government Code §66006; and

WHEREAS, District staff has prepared a report ("AB 1600 Report") that contains the information required by Government Code §66006; and

WHEREAS, no interfund transfers or loans were made from any of the accounts identified in the AB 1600 Report; and

WHEREAS, there were no refunds of development impact fees collected pursuant to Government Code §66001(e), nor were there any allocations of unexpended revenues collected pursuant to Government Code §66001(f); and

WHEREAS, the AB 1600 Report was made available for review on September 8, 2026, more than 15 days prior to the date that the Board considered the AB 1600 Report; and

WHEREAS, no interested persons have requested notice of the AB 1600 Report; consequently no notices of the availability of the AB 1600 Report were mailed.

NOW, THEREFORE, THE BOARD OF THE STEGE SANITARY DISTRICT FINDS AND RESOLVES AS FOLLOWS:

Section 1.

- A. In accordance with Government Code §66006, the District has conducted an annual review of its development impact fees and capital infrastructure programs and the Board has reviewed the AB 1600 Report attached hereto as Exhibit A and incorporated herein by this reference.
- B. The Board hereby approves, accepts and adopts the AB 1600 Report.

Section 2. That the following finding is made as required under the Government Code §66006:

Section 3. Effective Date. The resolution shall take effect immediately upon adoption.

Section 4. Severability. If any section, subsection, sentence, clause, phase or portion of this Resolution is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phase thereof irrespective of the fact that any one of or more sections, subsections, clauses or phases be declared unconstitutional on their face or as applied.

* * * * *

I HEREBY CERTIFY that the foregoing Resolution No. 2296-1026 was duly and regularly adopted by the Directors of the Stege Sanitary District, at a regular meeting held on the 1st day of October 2026, by a __ vote as follows:

AYES:	BOARD MEMBERS:
NOES:	BOARD MEMBERS:
ABSENT:	BOARD MEMBERS:
ABSTAIN:	BOARD MEMBERS:

TESSA BEACH, President
Stege Sanitary District
Contra Costa County, California

ATTEST:

BOBBY MAGEE, Secretary
Stege Sanitary District

**Stege Sanitary District
Connection Fee Schedule**

Districtwide Capacity Fee

Cost per Fixture Unit	94.07	per unit
Single Family Dwelling Unit	2,446.00	per unit
Multi-Family Dwelling Unit	1,505.00	per unit

San Pablo Ave Specific Plan Area Impact Fee

Cost per Fixture Unit	256.41	per unit
Single Family Dwelling Unit	6,667.00	per unit
Multi-Family Dwelling Unit	4,103.00	per unit

Annual Report on Developers' Funds Per GC 66000
Analysis of Changes in Balance
Including Beginning and Ending Balances, and Fees Collected

Beginning Fund Balance 7/1/24	\$	529,269
per 2023-24 Developer Report		
Adjusted beginning fund balance after		529,269
23-24 fiscal year end audit		
REVENUE		
Fees collected		83,999
Offset by General Fund		578,137
Interest earned		-
		662,136
EXPENDITURES		
Public Works		1,191,405
Refund of fees		-
		1,191,405
Excess of Revenue Over/(Under)		(529,269)
Expenditures		
Ending Fund Balance 06/30/25	\$	-

Annual Report on Developers' Funds Per GC 66000
Expenditures By Project

	FY 2024-25	% Funded with AB 1600 Fee	Balance of Project Funding
Pipe Burst 6" with 8" HDPE (ROW)	1,158,280		
Pipe Burst 6" with 8" HDPE (EASEMENT)	33,125		
Total	<u><u>1,191,405</u></u>	33%	Sewer Service Charges

Annual Report on Developers' Funds Per GC 66000
Planned Usage of Developer Impact Fees As Per Ordinances Establishing The Impact Fees

	Anticipated Start of Project		
Estimated Balance at 06/30/2025		\$	-
Pipe Burst 6" with 8" HDPE (ROW)	7/1/2025	322,000	
Pipe Burst 6" with 8" HDPE (EASEMENT)	7/1/2025	<u>350,000</u>	
Total		<u>\$ 672,000</u>	

NOTICE OF AVAILABILITY OF INFORMATION

Notice Issue Date: September 8, 2026

Pursuant to Government Code 66000 et seq. (AB1600), notice is hereby given that as of the date noted above, Zone 7 Water Agency has made available a public report entitled:

AB1600 Annual Report for Development Impact Fees:
Annual Report for Fiscal Year Ended June 30, 2025

The report is available at www.stegesan.org
Notice is hereby given that the Board of Directors of the Stege Sanitary District will receive and file the report on the following date, time, and location:

DATE: Thursday, October 1, 2026
TIME: 7:00 p.m. Open Session (time approximate)
LOCATION: Stege Sanitary District Administration Building 7500 Schmidt Lane
El Cerrito, CA 94530

The agenda item and report will be available in the October 1, 2026, Regular Board Meeting agenda packet, at www.stegesan.org/board-meetings.

The report may be reviewed during regular business hours at:
Stege Sanitary District Administration Building

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Directors will proceed with business in person unless otherwise prohibited by law.

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STEGE SANITARY DISTRICT

STAFF REPORT

Board of Directors Meeting Date: 10/1/2026

TO: Honorable Board of Directors

FROM: Bobby Magee, General Manager / District Treasurer

SUBJECT: Contract Amendment with Shawn Noetzli – A Boutique PR Agency

RECOMMENDATION

It is recommended that the Board of Directors:

Adopt Resolution No. 2297-1026 for Amendment 2 to the Contract with Shawn Noetzli – A Boutique PR Agency.

BACKGROUND AND DISCUSSION

In March 2026 the Board directed staff to re-start the District's Newsletter, which is mailed to constituents and placed in other locations throughout the local area. The Board also directed staff to create a new look and feel to the newsletter as part of a brand redesign.

Under the delegated authority from the Board to the General Manager, staff conducted an informal solicitation procurement process in accordance with the District's Procurement Policy. The vendor that was deemed the best value for the District was Shawn Noetzli – A Boutique PR Agency. The District entered into a contract with Ms. Noetzli on March 24th, 2026 for what was initially intended to be a trial-run basis for the redesign of two upcoming newsletters. The contract also contained a provision allowing for on-call, as needed work at the District's direction. After delivering the draft product of what ultimately became the new "Stege Pipeline" newsletter, staff returned to the Board and requested feedback. The Board agreed that the new look was a positive change of direction, and feedback received by staff from the community was similar. On May 27, 2026 the District executed the 1st Amendment to this contract, increasing the not-to-exceed amount to \$25,000. Since entering into the initial contract, Ms. Noetzli has developed the content, messaging, and final product for two newsletters. In addition, she redesigned the District's tri-fold flyers, which had previously been in use for decades, developed the 4th of July handout materials, and the Private Sewer Lateral Loan Program "Save This Card" postcard.

On August 6th, the Board directed staff to begin creating and releasing four newsletters per year, instead of the historical two (Resolution No. 2291-0826). Development of future newsletters will require a vendor to be under contract, and Ms. Noetzli's work on the previous two editions has been well-received by the community. Amendment 2 to this contract contains a provision to develop the District's next eight newsletters over a two-year period.

In addition to the digital creation services, Ms. Noetzli lists Grant Strategy & Proposal Engine as a core competency of her firm. At the September 17th Board meeting during the General Manager's Report, it was announced that staff had been actively researching and considering the possibility of applying for grants that could potentially fill operational and capital gaps. Current staff has neither the capacity nor technical expertise to apply for and administer these grants, if this concept were to move forward. After

researching the potential costs by contracting for these services with another firm, staff is recommending Amendment 2 to Ms. Noetzli's contract contain a provision for grant writing and administration services.

ALTERNATIVE OPTIONS

1. Accept any portion of the staff recommendation on services identified in Amendment 2 and reject other portions; and/or,
2. Reject the staff recommendation for Amendment 2 with Shawn Noetzli – A Boutique PR Agency and then direct staff to develop a formal solicitation document for newsletter development, or grant writing services, or both.

FISCAL IMPACT

Adopting the resolution will increase the not-to-exceed amount with Shawn Noetzli – A Boutique PR Agency to \$137,000 for a two-year timeline for District Newsletter, Digital Branding, and Grant Writing services.

RESOLUTION NO. 2297-1026

RESOLUTION APPROVING AMENDMENT 2 TO THE CONSULTING SERVICES
AGREEMENT WITH SHAWN NOETZLI – A BOUTIQUE PR AGENCY AND
AUTHORIZING THE GENERAL MANAGER TO EXECUTE THE AMENDMENT

The Directors of the Stege Sanitary District find and determine as follows:

- A. The Stege Sanitary District (District) and Shawn Noetzli – A Boutique PR Agency entered into a Consulting Services Agreement on March 24, 2026 (Agreement).
- B. The District executed Amendment 1 with Shawn Noetzli – A Boutique PR Agency to increase the total compensation provided under the Agreement.
- C. The District desires to amend the Agreement with Shawn Noetzli – A Boutique PR Agency to add eight future newsletters, grant writing and administration services, and increase the total compensation provided under the Agreement.
- D. The District has sufficiently budgeted funds for the proposed amendment to the Agreement.

In consideration of these findings and determinations, it is resolved as follows:

- 1. The Board of Directors declare that the General Manager is authorized to execute an amendment to the Agreement to increase the not to exceed amount to \$137,000, between the Stege Sanitary District and Shawn Noetzli – A Boutique PR Agency, in a form approved by the District Counsel.
- 2. The General Manager is hereby authorized and directed, on behalf of the District, to make all approvals and take all actions necessary and appropriate to carry out and implement the terms of this Resolution.

* * * * *

I HEREBY CERTIFY that the foregoing Resolution No. 2297-1026 was duly and regularly adopted by the Directors of the Stege Sanitary District, at a regular meeting held on the 1st day of October 2026, by a __ vote as follows:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

TESSA BEACH, President
Stege Sanitary District
Contra Costa County, California

ATTEST:

BOBBY MAGEE, Secretary
Stege Sanitary District

**SECOND AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
STEGE SANITARY DISTRICT AND SHAWN NOETZLI**

THIS Second Amendment to the Agreement for consulting services ("Second Amendment") is made by and between Stege Sanitary District ("Stege") and Shawn Noetzli ("Consultant") (together sometimes referred to as the "Parties") as of September 23, 2026 (the "Effective Date").

WHEREAS, the Parties entered into an agreement for consulting services on March 24, 2026 (the "Agreement"); and

WHEREAS, Section 8.3 of the Agreement provides that the Agreement may be amended only by a writing signed by all Parties; and

WHEREAS, the Parties entered into a first amendment to the agreement ("First Amendment") on May 27, 2026; and

WHEREAS, the Parties now desire to further amend the Agreement to add additional scope of work and compensation.

Now, therefore, the Parties hereto mutually agree as follows:

Section 1. RECITALS. The recitals above are true and correct and hereby made a part of this Second Amendment.

Section 2. SCOPE OF SERVICES. The Professional Services Quote and Scope of Work attached hereto shall be added to Exhibit A of the Agreement.

Section 3. COMPENSATION. The first sentence of Section 2, "Compensation", shall be deleted and replaced with the following:

Stege hereby agrees to pay Consultant a sum not to exceed \$137,000, as set forth herein, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement.

Section 4. REMAINING SECTIONS UNCHANGED. Except as modified and amended by this Second Amendment, all other sections of the Agreement together with the First Amendment shall remain unchanged and in full force and effect.

The Parties have executed this Second Amendment as of the Effective Date.

STEGE SANITARY DISTRICT

CONSULTANT

Bobby Magee, General Manager

Shawn Noetzli

Approved as to form:

District Legal Counsel



Proposal

A Full-Service Boutique PR Agency

Shawn Noetzli

3601 S. El Camino Real, Suite A

San Clemente, CA 92672

(949) 636-6299

shawnmarynoetzli@gmail.com

www.shawnnoetzli.com

TO: General Manager & Members of the Board of Directors, Stege Sanitary District

FROM: Shawn Noetzli | A Boutique PR Agency

DATE: September 22, 2026

SUBJECT: 2-Year Community Outreach + Government/Federal Grant Writing Services

PROFESSIONAL SERVICES QUOTE & SCOPE OF WORK

What You Get: Comprehensive Value & Deliverables

By partnering for this two-year scope, the Stege Sanitary District secures a dedicated, expert communications and grant acquisition partner who seamlessly integrates public education with high-value infrastructure funding. Specifically, your investment delivers:

- **Fully Managed Production:** End-to-end creation of 8 quarterly district newsletters mailed to 13,000+ community constituents.
- **Technical Translation:** Expert conversion of complex engineering and wastewater concepts—such as private sewer laterals, inflow and infiltration (I/I) reduction, and backflow prevention—into clear, accessible, and engaging language for the public.



- **Professional Branding & Design:** Print-ready, visually polished layouts, infographics, and photography curation fully aligned with District guidelines.
- **Targeted Prospecting:** Continuous monitoring and vetting of high-fit infrastructure and hazard mitigation grant streams through CalOES, FEMA, EPA, and state agencies.
- **Turnkey Proposal Development:** Complete narrative writing, budget modeling, log-frame creation, and stakeholder support coordination designed to maximize scoring competitiveness.
- **End-to-End Management:** Full navigation of state and federal portal submissions (e.g., Grants.gov, CalGrants) and professional agency liaison support.
- **Strategic Advantage:** A unified, professional voice across both community outreach and grant-seeking efforts that builds public trust, enhances regulatory compliance education, and directly drives external funding into the District's capital and operational projects.

Cost Summary Table

Service Category	Description / Volume	Rate / Unit	Total Cost
Community Outreach & Newsletters	8 editions over 2 years (Quarterly pacing)	\$5,500 / edition	\$44,000
Grant Research, Writing & Portal Management	4 applications over 2 years (2 applications per year, 4 total: CalOES & Federal) *Additional proposals to be billed at \$100/hr On-Call basis	\$12,000 / application	\$48,000
On Call /As Needed Work	Includes any required progress reporting on obtained grant funding.	\$100 per hour	\$20,000
Estimated Total Project Investment	Comprehensive Two-Year Scope	Not to Exceed	\$112,000



Detailed Scope of Services

Part 1: Periodic Community Newsletters & Public Outreach (8 Editions)

Investment: \$5,500 per edition (\$44,000 total across 2 years)

Scope of Work: Full content creation, layout, and editorial coordination for quarterly district newsletters (e.g., Endeavor or specialized community educational mailers).

- Plain-language translation of complex technical topics (such as private sewer laterals, inflow/infiltration reduction, and backflow prevention devices).
- Graphic design, photography curation, and print-ready production files aligned with District branding and public communication guidelines.

Part 2: Government & Federal Grant Services (CalOES & Federal)

Investment: \$12,000 per comprehensive application package (4 targeted grants over 2 years)

Scope of Work: Comprehensive end-to-end grant support and strategic management:

- **Grant Prospecting & Alignment:** Continuous identification and tracking of funding opportunities via CalOES, FEMA, EPA, and other relevant federal/state infrastructure and hazard mitigation streams.
- **Proposal Development & Writing:** Comprehensive narrative drafting, project budgeting, log frame creation, letters of support coordination, and assembling compliance documentation.
- **Submission & Liaison Support:** Managing the end-to-end application submission process through state and federal portals (e.g., Grants.gov, CalGrants) and interfacing with agency contacts.

Part 3: On-Call/As Needed Design & Print & Digital Production for Community Education and Awareness, District materials, Funded Grant Progress Reporting

Investment: \$100/hour not to exceed \$20,000 during the two-year contract period.

Scope of Work: Any on-call or as-needed work as directed by General Manager, including grant proposals over 2 per year/4 total.



**CONSULTING SERVICES AGREEMENT BETWEEN
THE STEGE SANITARY DISTRICT
AND
SHAWN NOETZLI**

THIS agreement for consulting services ("Agreement") is made by and between the Stege Sanitary District ("Stege") and Shawn Noetzli ("Consultant") (together referred to as the "Parties") as of March 24, 2026 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to Stege the services described in the Scope of Work attached as Exhibit A, and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end after twelve (12) months, unless terminated or extended pursuant to the terms of this Agreement. The time provided to Consultant to complete the services required by this Agreement shall not affect Stege's right to terminate the Agreement, as referenced in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement according to the standards ordinarily observed by a competent practitioner of the profession in the same geographic vicinity and at the same time in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that Stege, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from Stege of such desire of Stege, reassign such person or persons.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. Stege hereby agrees to pay Consultant a sum not to exceed **\$18,000**, as set forth herein, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, this Agreement shall prevail. Stege shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from Stege to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to Stege in the manner specified herein. Except as specifically authorized by Stege in writing, Consultant shall not bill Stege for duplicate services performed by more than one person.

Consultant and Stege acknowledge and agree that compensation paid by Stege to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. Stege therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At Stege's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The quantity of each item of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;

2.2 Monthly Payment. Stege shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. Stege shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. Stege shall pay the total sum due pursuant to this Agreement within 30 days after completion of the services and submittal to Stege of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. Stege shall pay for the services to be rendered by Consultant pursuant to this Agreement. Stege shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. Stege shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement,

unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.6 Payment upon Termination. In the event that the Stege or Consultant terminates this Agreement pursuant to Section 8, the Stege shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination and such expenses as the Consultant may reasonably incur to comply with Stege's termination notice. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.7 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Contractor shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. Stege shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Consultant shall make a written request to Stege to use facilities or equipment not otherwise listed herein.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to Stege of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the Stege. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to Stege. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. NA

4.2 Commercial General Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$2,000,000

for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. Stege, its board members, officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance covered shall be primary insurance as respects Stege, its board members, officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Stege, its board members, officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;

- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' negligent errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement so long as commercially available at reasonable rates.
- d. A copy of the claim reporting requirements must be submitted to the Stege for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A-:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish Stege with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If Stege

does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. Stege reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of Stege for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of Stege, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects Stege, its board members, officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to Stege guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Endorsement Requirements. Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Submittal of Proof of Insurance Coverage. All certificates of insurance and original endorsements effecting coverage required in this Section 4 must be submitted to Stege.

4.6 Remedies. In addition to any other remedies Stege may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Stege may, at its sole option exercise any of the following remedies, which are alternatives to other remedies Stege may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend and hold harmless Stege and its board members, officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expenses, and costs (including reasonable attorney's fees and costs and fees of litigation) (collectively, "Liability") to the extent caused by Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, and except such Liability caused by the sole negligence or willful misconduct of Stege.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by Stege, unless this time has been extended by Stege. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by Stege, may be retained by Stege until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of Stege, Consultant shall indemnify, defend, and hold harmless Stege for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Stege.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of Stege. Stege shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise Stege shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other Stege, city, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by Stege, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of Stege and entitlement to any contribution to be paid by Stege for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant Not an Agent.** Except as Stege may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Stege in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Stege to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which Stege is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to Stege that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to Stege that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** Stege may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to Stege and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; Stege, however, may condition payment of such compensation upon Consultant delivering to Stege any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the Stege in connection with this Agreement.

- 8.2 Extension.** Stege may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if Stege grants such an extension, Stege shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, Stege shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** Stege and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to Stege for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between Stege and Consultant shall survive the termination of this Agreement.

- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, Stege's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

- 8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
- 8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
- 8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that Stege would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of Stege. Consultant hereby agrees to deliver those documents to Stege upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for Stege and are not necessarily suitable for any future or other use. Stege and Consultant agree that, until final approval by Stege, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties. All documents listed in this section are instruments of service and not products.
- 9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to Stege under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of Stege. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of Stege or as part of any audit of Stege, for a period of 3 years after final payment under the Agreement.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing

party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities are within the boundaries of Stege or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any Stege official in the work performed pursuant to this Agreement. No officer or employee of Stege shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of Stege. If Consultant was an employee, agent, appointee, or official of the Stege in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse Stege for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal

prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Bobby Magee ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

Shawn Noetzli
3601 S El Camino Real Apt A
San Clemente CA 92672

Any written notice to Stege shall be sent to:

General Manager
Stege Sanitary District
7500 Schmidt Lane
El Cerrito, CA 94530

10.11 RESERVED.

10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A, represents the entire and integrated agreement between Stege and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A SCOPE OF SERVICES

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the Effective Date.

STEGE SANITARY DISTRICT

SHAWN NOETZLI

Bobby Magee
Interim General Manager

NAME: _____

TITLE: _____

Approved as to Form:

District Legal Counsel

EXHIBIT A

SCOPE OF SERVICES

Proposal: Integrated Communications & Community Outreach Strategy

Prepared for: Stege Sanitary District (SSD) Board of Directors & General Manager

By: Shawn Noetzli – A Boutique PR Agency www.shawnnoetzli.com
949.636.6299 | shawnmarynoetzlo@gmail.com

Project: Bi-Annual **Endeavor** Newsletter & Multi-Channel Digital Integration

Cycle: May (Spring/Summer) and November (Fall/Winter)

Date: March 22, 2026

1. Executive Summary

To enhance public transparency and meet the evolving communication needs of El Cerrito, Kensington, and North Richmond, this proposal outlines a "**Digital-First, Print-Supported**" strategy. By modernizing the **Endeavor** newsletter and repurposing technical content for social media and web platforms, Stege Sanitary District (SSD) will ensure critical infrastructure and environmental information reaches residents across all demographics.

This strategy actively reduces operational costs by educating residents on FOG and PSL compliance, simplifies complex engineering updates for the average ratepayer, and ensures SSD remains a gold standard for transparency and digital accessibility in Contra Costa County.



2. Core Deliverables: The Bi-Annual Newsletter Suite

For each mailing cycle (May and November), the following suite of materials will be produced:

- **Print Master Edition:** A high-resolution, print-ready layout (4–8 pages) optimized for professional mail-house standards and USPS regulations.
- **ADA-Compliant Digital Edition:** A mobile-responsive, Section 508-compliant format for the SSD website, featuring interactive links to District permits, Board minutes, and reports.
- **Social Media Content Kit:** A curated package of 7 custom assets per issue, categorized by District priorities such as FOG P

3. On-Call Communications Services

To ensure the District has maximum responsiveness for rapid-turnaround collateral, this "as-needed" model provides a dedicated partner for the following tasks:

Monthly Services Include:

- **Emergency Alerts:** Rapid-response graphics for service interruptions or storm-related overflows.
- **CIP Project Flyers:** Neighborhood-specific notices for sewer rehabilitations or smoke testing.
- **Board Support:** Visual aids or slide decks for public Board of Directors meetings.
- **Web Maintenance:** Formatting and uploading technical PDF reports to ensure accessibility compliance.



4. Consolidated Fee & Payment Schedule

Fees reflect 2026 California public sector benchmarks for Senior Digital Design and Communications. To align with District protocols, all billing is deliverable-based and payable Net-30 upon receipt.

Service Category	Amount	Billing Trigger
May Newsletter Suite (Complete)	\$5,500	Upon delivery of Final Print/Digital Files (April 27)
Nov Newsletter Suite (Complete)	\$5,500	Upon delivery of Final Print/Digital Files (Oct 27)
On-Call Technical Services	\$100/hr	Invoiced monthly for actual hours worked
ANNUAL NOT-TO-EXCEED TOTAL	\$18,000	



5. Scope of Work (SOW)

Contractor Responsibilities:

- Full creative production, design, and layout of the **Endeavor** newsletter.
- Ensuring all digital materials meet California digital accessibility (ADA) mandates.
- "Packaging" newsletter stories for year-round social media use.
- Providing on-call production support as requested by the District.

District Responsibilities:

- Designate a single Point of Contact (POC) for content approval.
- Provide raw text, data, and engineering photos at least 30 days prior to the mailing date.
- Review and provide consolidated feedback on drafts within five (5) business days.



6. Project Milestone Tracker - Spring/Summer Issue

Milestone	Due Date	Responsible Party
Content Assets Delivered	April 1	Stege District
Draft 1 Review	April 10	Contractor
Consolidated Feedback Due	April 15	Stege District
Final Files & Final Invoice	April 27	Contractor
Target In-Home Delivery	May 1	USPS/Mail-house

7. Project Milestone Tracker - Fall/Winter Issue

Milestone	Due Date	Responsible Party
Content Assets Delivered	October 1	Stege District
Draft 1 Review	October 10	Contractor
Consolidated Feedback Due	October 15	Stege District
Final Files & Final Invoice	October 27	Contractor
Target In-Home Delivery	November 1	USPS/Mail-house



8. Project Kick-Off : Content Collection Checklist

To ensure all deadlines are met for the **April 27** and **October 27** final delivery and billing milestones, the following assets must be provided by the District by **April 1** (Spring Issue) and **October 1** (Fall Issue):

1. Newsletter Features

- **GM Message:** A 200–300-word update regarding current District priorities.
- **CIP Spotlight:** Identification of the specific sewer rehabilitation project to be featured, including 2–3 high-resolution engineering photos.
- **Transparency Update:** Relevant financial data points or "Where Your Dollars Go" statistics to demonstrate ratepayer value.
- **Community Dates:** Upcoming Board of Directors meetings or community hazardous waste events.

2. Educational & Technical Topics

- **FOG Focus:** Identified "hot spots" for grease blockages to be targeted with localized, seasonal graphics.
- **PSL Data:** Any recent updates to Private Sewer Lateral (PSL) inspection requirements or compliance data.
- **Public Health Priorities:** Specific messaging needs for "Wipes Clog Pipes" or other system blockage prevention.

3. Branding & Logistics

- **District Assets:** High-resolution District Logo and any specific brand font or color requirements.
- **Distribution Contacts:** Contact information for the District's preferred professional printer and mail-house.
- **Approval Authority:** Designation of a single Point of Contact (POC) authorized to provide consolidated feedback and final content approval.



Value Add: Integrated Communications & Community Outreach Strategy

This document outlines the strategic advantages and long-term value provided by the proposed **Endeavor Publication + On-Call** model for the Stege Sanitary District (SSD). Beyond simple graphic design, this partnership provides a comprehensive communications infrastructure designed to improve transparency, reduce costs, and modernize the District's public presence.

1. Enhanced Public Transparency & Accessibility

The core of this strategy is a "**Digital-First, Print-Supported**" approach. By modernizing the **Endeavor** newsletter, the District ensures that critical information regarding infrastructure and environmental health is accessible to all residents, regardless of how they consume media.

- **ADA Compliance:** All digital editions are produced to be **Section 508-compliant** and mobile-responsive. This ensures the District meets California digital accessibility mandates while providing interactive links to Board minutes, permits, and reports.
- **Complex Data Simplification:** Professional communication services translate dense engineering updates and technical financial data into "Where Your Dollars Go" statistics that are easy for the average ratepayer to understand.



2. Operational Cost Reduction

Effective communication serves as a preventative maintenance tool for District infrastructure.

- **Behavioral Change:** By educating residents on **FOG (Fats, Oils, and Grease)** and **PSL (Private Sewer Lateral)** compliance through targeted, seasonal graphics, the District can actively reduce the frequency of preventable system blockages and operational overflows.
- **Public Health Messaging:** Consistent "Wipes Clog Pipes" and system blockage prevention campaigns and other public educational campaigns minimize emergency repair costs by fostering better community habits.

3. Maximum Responsiveness via "On-Call" Support

The **as-needed model** provides the District with a dedicated professional partner capable of rapid-turnaround for critical situations.

- **Emergency Communications:** Immediate availability for **Emergency Alerts** and rapid-response graphics during service interruptions or storm-related overflows.
- **Localized Outreach:** Delivery of neighborhood-specific **CIP Project Flyers** for smoke testing or sewer rehabilitations, ensuring residents are informed of local impacts before they occur.
- **Board & Web Support:** Professional visual aids for public Board meetings and ongoing web maintenance to ensure technical reports remain accessible and properly formatted.



4. Efficient Content Multiplier Strategy

Rather than creating content for a single use, this proposal utilizes a **"packaging" strategy** that extends the life of every asset produced.

- **Social Media Integration:** Every newsletter issue includes a **Social Media Content Kit** with seven custom assets. This ensures the District maintains a consistent, year-round digital presence without requiring additional content creation cycles.
- **Brand Consistency:** Use of high-resolution District assets and adherence to brand font/color requirements ensures a professional, unified identity across print, social media, and web platforms.

Consolidated Fiscal Value

The proposal offers a transparent, deliverable-based fee structure aligned with **2026 California public sector benchmarks**.

Service Category	Annual Impact
Bi-Annual Newsletters	Comprehensive print/digital suite delivered in May/Nov
On-Call Services	Flexible support at a rate of \$100/hr for specialized technical tasks.
Budget Predictability	An annual "Not-to-Exceed" total of \$18,000 , ensuring fiscal control for the District.



The Parties have executed this Agreement as of the Effective Date.

STEGE SANITARY DISTRICT

SHAWN NOETZLI

Bobby Magee
Bobby Magee
Interim General Manager

Shawn Noetzli
NAME: Shawn Noetzli
TITLE: Consultant
3/25/2026

Approved as to Form:

K. Kolstad
District Legal Counsel

Consulting Services Agreement between
Stege Sanitary District and Shawn Noetzli

March 24, 2026

**FIRST AMENDMENT TO
CONSULTING SERVICES AGREEMENT BETWEEN
STEGE SANITARY DISTRICT AND SHAWN NOETZLI**

THIS First Amendment to the Agreement for consulting services ("First Amendment") is made by and between Stege Sanitary District ("Stege") and Shawn Noetzli ("Consultant") (together sometimes referred to as the "Parties") as of May 27, 2026 (the "Effective Date").

WHEREAS, the Parties entered into an agreement for consulting services on March 24, 2026 (the "Agreement"); and

WHEREAS, Section 8.3 of the Agreement provides that the Agreement may be amended only by a writing signed by all Parties; and

WHEREAS, the Parties now desire to amend the Agreement to reflect changes in the compensation.

Now, therefore, the Parties hereto mutually agree as follows:

Section 1. RECITALS. The recitals above are true and correct and hereby made a part of this First Amendment.

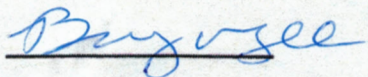
Section 2. COMPENSATION. The first sentence of Section 2, "Compensation", shall be deleted and replaced with the following:

Stege hereby agrees to pay Consultant a sum not to exceed \$25,000, as set forth herein, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement.

Section 3. REMAINING SECTIONS UNCHANGED. Except as modified and amended by this First Amendment, all other sections of the Agreement shall remain unchanged and in full force and effect.

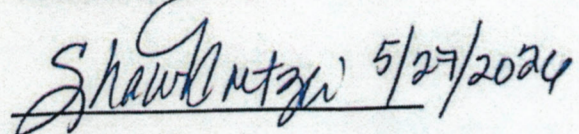
The Parties have executed this First Amendment as of the Effective Date.

STEGE SANITARY DISTRICT



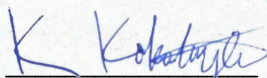
Bobby Magee, Interim General Manager

CONSULTANT



Shawn Noetzli

Approved as to form:



District Legal Counsel
Kristopher Kokotaylo