



**AGENDA  
REGULAR MEETING OF  
THE BOARD OF DIRECTORS OF  
CARPINTERIA VALLEY WATER DISTRICT**

**Wednesday, October 27, 2021 at 5:30 p.m.**

**Tele-Meeting**

<https://us06web.zoom.us/j/83752819578?pwd=KzNoVGfic0ltTUZIV1dydEhYcHJ6dz09>

**Meeting ID: 837 5281 9578**

**Passcode: 219262**

**THE CARPINTERIA VALLEY WATER DISTRICT HAS DETERMINED THIS MEETING TO BE AN ESSENTIAL PUBLIC MEETING THAT WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-29-20 AND N-33-20 AND AB361 AND SANTA BARBARA COUNTY HEALTH OFFICER'S ORDER**

In response to the spread of the COVID-19 virus, Governor Newsom and the California Legislature has conditionally suspended the requirement for local agencies to provide a physical location from which members of the public can observe and offer public comment and has ordered all Californians to stay home where risk of Covid 19 exposure and health and safety risks exists except as needed to maintain continuity of operations of certain critical infrastructure.

**To minimize the potential spread of the COVID-19 virus, the Carpinteria Valley Water District is not permitting public access to the City Council Chamber and Boardroom for this meeting at this time. Meeting may be viewed, live or recorded, on the Districts Website through the Granicus platform**

If interested in participating in a matter before the Board, you are strongly encouraged provide the Board with public comment in one of the following ways:

1. **Comments** during a meeting may be submitted online through eComment function found on the website <https://cvwd.net/about/our-board/meetings/> (**Livestream is available online**).
2. Submitting a Written Comment. If you wish to submit a written comment, please email your comment to the Board Secretary at [Public\\_Comment@cvwd.net](mailto:Public_Comment@cvwd.net) by **5:00 P.M. on the day of the meeting**. Please limit your comments to 250 words. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations.
3. Providing Verbal Comment Telephonically. If you wish to make either a general public comment or to comment on a specific agenda item as it is being heard please send an email to the Board Secretary at [Public\\_Comment@cvwd.net](mailto:Public_Comment@cvwd.net) by **5:00 P.M. on the day of the meeting** and include the following information in your email: (a) meeting date, (b) agenda item number, (c) subject or title of the item, (d) your full name, (e) your call back number including area code. During public comment on the agenda item specified in your email, District staff will make every effort to contact you via your provided telephone number so that you can provide public comment to the Board electronically.

Please note the President has the discretion to limit the speaker's time for any meeting or agenda matter. Since this is an evolving COVID-19 situation, CVWD will provide updates to any changes to this policy as soon as possible. The public is referred to the website at [www.cvwd.net](http://www.cvwd.net). Thank you in advance for taking all precautions to prevent spreading the COVID-19 virus.

1301 Santa Ynez Avenue  
Carpinteria, CA 93013  
(805) 684-2816

\*\*Indicates attachment of document to agenda packet.

BOARD OF DIRECTORS

*Matthew Roberts*  
President  
*Case Van Wingerden*  
Vice President  
*Polly Holcombe*  
*Shirley L. Johnson*  
*Kenneth Stendell*

GENERAL MANAGER

*Robert McDonald, P.E. MPA*

- I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE, President Roberts.**
- II. ROLL CALL, Secretary McDonald.**
- III. PUBLIC FORUM (Any person may address the Board of Directors on any matter within its jurisdiction which is not on the agenda.).**
- IV. APPROVAL ITEMS**
  - A. \*\*Minutes of the Regular Board meeting held on October 13, 2021**
  - B. \*\*Disbursement Report**
- V. UNFINISHED BUSINESS – None**
- VI. NEW BUSINESS**
  - A. \*\*Consider Presentation on Draft Urban Water Management Plan and Water Shortage Contingency Plan 2020 Updates (for information, General Manager McDonald). *Presented by Sally Johnson, Woodard and Curran.***
  - B. Public Hearing on the Urban Water Management Plan and Water Shortage Contingency Plan 2020 Updates.**
    - 1. Opening of Public Hearing (President Roberts)**
    - 2. Receipt of public comment (President Roberts)**
    - 3. Closing of Public Hearing (President Roberts)**
    - 4. Director comments**
  - C. \*\*Consider Adoption of Resolution 1099, A Resolution of the Board of Directors of the Carpinteria Valley Water District Adopting and Implementing the 2020 Urban Water Management Plan Update. (for Action, General Manager McDonald).**
  - D. \*\*Consider Adoption of Resolution 1100, A Resolution of the Board of Directors of the Carpinteria Valley Water District Adopting and Implementing the 2020 Water Shortage Contingency Plan Update. (for Action, General Manager McDonald).**
  - E. \*\*Consider Engaging Pueblo Water Resources to Complete a Basis of Design Report for Smillie Well Replacement for an amount not to exceed \$19,800 (for Action, General Manager McDonald).**
  - F. \*\* Consider Bid results for the LIVR Project (for information, General Manager McDonald).**

- G. **\*\* Consider Draft Cooperative Agreement Between COMB and CVWD (for information, General Manager McDonald).**
- H. **\*\*Consider CCWAs Participation in the creation of the Water Infrastructure Financing Authority (JPA) for Water Infrastructure Improvement Benefitting the Authority (for Direction, General Manager McDonald).**

**VII. DIRECTOR REPORTS (for information)**

- A. **\*\*Administrative Committee Meeting – October 22, 2021 – Directors Holcombe & Van Wingerden**
- B. **\*\*CCWA Operating Committee Meeting – October 14, 2021 – Director Johnson & General Manager McDonald**
- C. **\*\* COMB Operations Committee Meeting – October 21, 2021 – Director Holcombe**
- D. **\*\* COMB Board Meeting – October 25, 2021 – Director Holcombe**
- E. **\*\*Rate & Budget Committee Meeting – October 26, 2021 – Directors Roberts & Johnson**

**VIII. GENERAL MANAGER REPORTS (for information)**

- A. **\*\*Engineering Report**
- B. **\*\*Water Supply & Drought Planning**

**IX. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION [GOVERNMENT CODE SECTION 54956.9(D)(1)] Name of Case: Kimball-Griffith LP v. Brenda Wren Burman et. al United States District Court Central District of California. civil action number 2.20-cv-10647 AB (AFMx)**

**X. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION, [GOVERNMENT CODE SECTION 54956.9(D)(1)]: Name of Case: Central Coast Water Authority et al v. Santa Barbara County Flood Control & Water Conservation District et al. (Case No. 21CV02432)**

**XI. [CLOSED SESSION]: CONFERENCE WITH REAL PROPERTY NEGOTIATORS Government Code section 54956.8  
Property: Cachuma Water Supply Contract  
Agency negotiator: Robert McDonald, General Manager  
Negotiating parties: US Bureau of Reclamation  
Under negotiation: Project Annual Yield**

**XII. CONSIDER DATES AND ITEMS FOR AGENDA FOR:**

**CARPINTERIA VALLEY WATER DISTRICT BOARD MEETING OF  
NOVEMBER 10, 2021 AT 5:30 P.M., TELE-CONFERENCE**

**XIII. ADJOURNMENT.**

Robert McDonald, Secretary

Note: The above Agenda was posted at Carpinteria Valley Water District Administrative Office in view of the public no later than 5:30 p.m., October 22, 2021. The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied benefits of, the District's programs, services, or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at (805) 684-2816. Notification at least twenty-four (24) hours prior to the meeting will enable the District to make appropriate arrangements.

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Carpinteria Valley Water district offices located at 1301 Santa Ynez Avenue, Carpinteria during normal business hours, from 8 am to 5 pm.

1301 Santa Ynez Avenue  
Carpinteria, CA 93013  
(805) 684-2816

\*\*Indicates attachment of document to agenda packet.



|                        |   |
|------------------------|---|
|                        | <b>MINUTES OF THE REGULAR MEETING<br/>OF THE BOARD OF DIRECTORS</b>   |
|                        | <b>CARPINTERIA VALLEY WATER DISTRICT</b>  |
|                        | <b>October 13, 2021</b>   |
|                        |   |
|                        | <p>President Roberts called the regular meeting of the Carpinteria Valley Water District Board of Directors held via tele-conference at 5:30 p.m., Wednesday, October 13, 2021 and led the Board in the Pledge of Allegiance.</p> <p>In response to the spread of the COVID-19 virus, Governor Newsom has temporarily suspended the requirement for local agencies to provide a physical location from which members of the public can observe and offer public comment and has ordered all Californians to stay home except as needed to maintain continuity of operations of certain critical infrastructure.</p>   |
|                        |   |
|                        | Directors Present: Holcombe, Van Wingerden, Stendell, Johnson and Roberts   |
|                        | Director Absent: none   |
|                        | Others Present: Bob McDonald  |
|                        | Roger Myers<br>Norma Rosales  |
| <b>PUBLIC FORUM</b>    | No one from the public addressed the Board.   |
| <b>RESOLUTION 1098</b> | <p>General Manager McDonald presented to consider and discuss adopting Resolution 1098 proclaiming a local emergency, ratifying the proclamation of a State of Emergency by Governor Newsom’s order dated March 4, 2020 and authorizing remote teleconference meetings of the legislative bodies of the Carpinteria Valley Water District for the period of October 13, 2021 to November 13, 2021.</p> <p>Following discussion, Director Van Wingerden moved, and Director Holcombe seconded the motion to approve the adoption of Resolution 1098. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Van Wingerden, Roberts, Stendell, Johnson and Holcombe<br/> Nays: None<br/> Abstain: None<br/> Absent: None</p> |

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| <p><b>MINUTES</b></p>   | <p>Following discussion, Director Holcombe moved, and Director Stendell seconded the motion to approve the minutes of the Board meeting held on September 22, 2021. The motion carried by a 5-0 vote. The minutes were approved by roll call as follows;</p> <p>Ayes: Stendell, Holcombe, Roberts, Johnson and Van Wingerden<br/> Nays: None<br/> Abstain: None<br/> Absent: None</p>  |
| <p><b>STAGE 2 DROUGHT</b></p>   | <p>General Manager McDonald gave a presentation regarding the need to implement a Stage 2 Drought emergency and require certain water use restrictions and setting a conservation target of 20% or reduction in demand of 800AF during WY 2022.</p> <p>Recommendations:<br/> The Board adopt Draft Ordinance 21-1 and that the staff continue to escalate outreach efforts to customers to communicate the drought situation and the new conservation target.</p>  |
| <p><b>PUBLIC HEARING ON ORDINANCE 21-1 DECLARING STAGE 2 DROUGHT CONDITIONS</b></p> | <p>President Roberts opened the Public Hearing on Ordinance 21-1 at 6:12 p.m. - An Ordinance of the Board of Directors of the Carpinteria Valley Water District Declaring a Stage Two Drought Conditions and Implementing Water Use Restrictions.</p> <ol style="list-style-type: none"> <li>1. Opening of Public Hearing – no one from the public was present</li> <li>2. Receipt of Public comment – General Manager McDonald addressed the two emails received and answered the questions presented.</li> <li>3. Closing of Public Hearing – President Roberts closed the Public Hearing.</li> <li>4. Director Comments – General McDonald addressed the questions of Director Van Wingerden and Holcombe.</li> </ol> <p>President Roberts closed the Public Hearing at 6:24 p.m.</p> <p>General Manager recommended to address the comments and correct the ordinance that items a) and b) of first “Therefore” be combined since they are redundant; and that item g) of the same paragraph be revised to 24 hours, not 48 hours. And that item c in the next paragraph include ...leak, “as defined by CVWD,” Staff,</p> <p>Following discussion, Director Johnson moved, and Director Van Wingerden seconded the motion to approve the adoption of Ordinance 21-1. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> |

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|  | <p>Ayes: Van Wingerden, Roberts, Stendell, Johnson and Holcombe<br/> Nays: None<br/> Abstain: None<br/> Absent: None</p>  |
| <p><b>PROFESSIONAL RECRUITING FIRM</b></p>       | <p>Assistant General Manager Rosales presented to consider and discuss engaging professional recruiting firm to assist the District with filling a key position of District Accountant, recommending Koff &amp; Associates.</p> <p>Following discussion, Director Van Wingerden moved, and Director Johnson seconded the motion to approve engaging professional recruiting firm, Koff &amp; Associates not to exceed \$17,000. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Van Wingerden, Roberts, Stendell, Johnson and Holcombe<br/> Nays: None<br/> Abstain: None<br/> Absent: None</p>   |
| <p><b>M-CUBED ECONOMIC CONSULTING FIRM</b></p>   | <p>General Manager McDonald presented to consider and discuss engagement of M-Cubed Economic Consulting Firm to assist the District with Economic Benefits Analysis for the CAPP in order to be more competitive with Grant Funding programs.</p> <p>Recommendations:<br/> Staff requests that the Board of Directors approve engagement of M. Cubed to provide the District with an Economic Benefits Analysis for the CAPP in an amount not to exceed \$28,000.</p> <p>Following discussion, Director Van Wingerden moved, and Director Johnson seconded the motion to approve engaging M-Cubed Economic Consulting Firm in an amount not to exceed \$28,000. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Van Wingerden, Roberts, Stendell, Johnson and Holcombe<br/> Nays: None<br/> Abstain: None<br/> Absent: None</p> |
| <p><b>URBAN WATER MANAGEMENT PLAN (UWMP)</b></p> | <p>General Manager McDonald presented to consider and discuss the status of the 2020 UWMP and Public Draft of the 2020 UWMP.</p>  |

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| <b>ACWA FALL CONFERENCE</b>  | General Manager McDonald presented to consider and discuss the ACWA Fall Conference and asked Directors that would like to attend to contact the District for registration.  |
| <b>DROUGHT MANAGEMENT &amp; WATER CONSERVATION COMMITTEE MEETING</b> | Directors Johnson & Van Wingerden gave a verbal report on the Drought Management & Water Conservation Committee Meeting held on September 30, 2021.  |
| <b>CENTRAL COAST WATER AUTHORITY BOARD MEETING</b>                   | Director Johnson gave a verbal report on the Central Coast Water Authority Board Meeting held on September 23, 2021.   |
| <b>CACHUMA OPERATIONS AND MAINTENANCE BOARD REGULAR MEETING</b>      | Director Holcombe gave a verbal report on the Cachuma Operations and Maintenance Board Regular Meeting held on September 27, 2021.   |
| <b>ADJOURNED TO CLOSED SESSION</b>                                   | <p>At 7:07 p.m. President Roberts adjourned to closed session to discuss the following items:</p> <p><b>IX. CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION [GOVERNMENT CODE SECTION 54956.9(D)(1)] Name of Case: Kimball-Griffith LP v. Brenda Wren Burman et al United States District Court Central District of California. civil action number 2.20-cv-10647 AB (AFMx).</b></p> <p><b>X. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION, [GOVERNMENT CODE SECTION 54956.9(D)(1)]: Name of Case: Central Coast Water Authority et al v. Santa Barbara County Flood Control &amp; Water Conservation District et al. (Case No. 21CV02432)</b></p> <p><b>XI. [CLOSED SESSION]: CONFERENCE WITH REAL PROPERTY NEGOTIATORS Government Code section 54956.8</b><br/> <b>Property: State Water Supply Contract</b><br/> <b>Agency negotiator: Ray Stokes and Legal Counsel</b><br/> <b>Negotiating parties: Department of Water Resources and State Water Contractors</b><br/> <b>Under negotiation: Price and Terms</b></p> |
| <b>BOARD RECONVENED IN OPEN SESSION</b>                              | <p>At 7:23 p.m. President Roberts reconvened the Board meeting in open session.</p> <p>IX. No Reportable Action</p> <p>X. No Reportable Action</p>   |

|                           |   |
|---------------------------|---|
|                           | XI. No Reportable Action  |
| <b>NEXT BOARD MEETING</b> | The next regular Board meeting is scheduled to be held on October 27, 2021 via tele-conference. |
| <b>ADJOURNMENT</b>        | President Roberts adjourned the meeting at 7:24 p.m.  |
|                           | Robert McDonald, Secretary  |



## Monthley Disbursement Report Carpinteria Valley Water District

Payment Date: 09/16/2021 - 10/15/2021

| Disbursement Summary                                 |                        |
|--|------------------------|
| Operating Account                                    | \$ 1,172,812.78        |
| Carpinteria Groundwater Sustainability Agency (CGSA) | \$ 3,240.00            |
| Rancho Monte Alegre (RMA)                            | 0                      |
| <b>Total</b>   | <b>\$ 1,176,052.78</b> |

| Operating Account - Check Report                            |  |                |              |                  |
|---|--|----------------|--------------|------------------|
| Vendor  | Description                                  | Payment Number | Payment Date | Payment          |
| <b>76 FLEET</b>   |  |                |              | <b>2,559.75</b>  |
|   | GAS CHARGES - SEPTEMBER                      | 37834          | 10/13/2021   | 2,559.75         |
| <b>ACWA</b>   |  |                |              | <b>19,225.00</b> |
|   | 2022 ANNUAL AGENCY DUES                      | 37840          | 10/13/2021   | 19,225.00        |
| <b>ACWA/JPIA</b>  |  |                |              | <b>60,010.00</b> |
|   | 2021-2022 AUTO AND GENERAL LIABILITY PROGRAM | 37841          | 10/13/2021   | 60,010.00        |
| <b>ACWA-JPIA</b>  |  |                |              | <b>36,640.59</b> |
|   | HEALTH INSURANCE                             | 37808          | 10/6/2021    | 36,640.59        |
| <b>AFLAC</b>  |  |                |              | <b>785.74</b>    |
|   | SUPPLEMENTAL INSURANCE                       | 37833          | 10/13/2021   | 785.74           |
| <b>ALL AROUND LANDSCAPE SUPPLY</b>                          |  |                |              | <b>81.10</b>     |
|   | MAINTENANCE OF METERS                        | 37755          | 9/17/2021    | 5.21             |
|   | SUPPLIES                                     | 37842          | 10/13/2021   | 75.89            |
| <b>ANTHEM BLUE CROSS</b>                                    |  |                |              | <b>79.90</b>     |
|   | SUPPLEMENTAL INS - RETIREE - COTA - OCTOBER  | 37749          | 9/17/2021    | 79.90            |
| <b>ANTHEM BLUE CROSS</b>                                    |  |                |              | <b>309.98</b>    |
|   | ANTHEM RETIREE PREMIUM - COTA - OCTOBER      | 37750          | 9/17/2021    | 309.98           |
| <b>AQUA-METRIC SALES COMPANY</b>                            |  |                |              | <b>16,337.25</b> |
|   | Large Meter Purchases                        | 37802          | 9/30/2021    | 16,337.25        |
| <b>ASPECT ENGINEERING GROUP</b>                             |  |                |              | <b>10,084.50</b> |
|   | SCADA SYSTEM MAINTENANCE                     | 37756          | 9/17/2021    | 3,560.50         |
|   | SCADA SYSTEM MAINTENANCE CREDIT              | 37756          | 9/17/2021    | (1,035.00)       |
|   | MAINTENANCE OF SCADA                         | 37786          | 9/30/2021    | 5,546.50         |
|   | MAINTENANCE OF SCADA                         | 37786          | 9/30/2021    | 2,012.50         |
| <b>AT&amp;T MOBILITY</b>                                    |  |                |              | <b>628.84</b>    |
|   | MOBILE DEVICES - AUGUST                      | 37751          | 9/17/2021    | 424.21           |
|   | SCADA, TABLETS, OTHER WIRELESS - SEPTEMBER   | 37776          | 9/22/2021    | 204.63           |
| <b>B &amp; R SUPPLY, INC</b>                                |  |                |              | <b>10.78</b>     |
|   | SMALL TOOLS                                  | 37787          | 9/30/2021    | 10.78            |
| <b>BAY ALARM SERVICE</b>                                    |  |                |              | <b>111.00</b>    |
|   | SECURITY ALARM 10/1/21 - 1/1/22              | 37777          | 9/22/2021    | 111.00           |
| <b>BIG GREEN CLEANING COMPANY / RICH &amp; FAMOUS, INC.</b> |  |                |              | <b>1,080.08</b>  |
|   | JANITORIAL SUPPLIES                          | 37788          | 9/30/2021    | 30.08            |
|   | MONTHLY JANITORIAL SERVICES - OCTOBER        | 37844          | 10/13/2021   | 1,050.00         |
| <b>BONDY GROUNDWATER CONSULTING, INC</b>                    |  |                |              | <b>749.62</b>    |
|   | GSP DEVELOPMENT - SEPTEMBER                  | 37811          | 10/6/2021    | 749.62           |
| <b>BRENNTAG PACIFIC, INC</b>                                |  |                |              | <b>4,578.71</b>  |
|   | TREATMENT OF WELLS                           | 37789          | 9/30/2021    | 4,578.71         |

| Vendor   | Description                                      | Payment Number | Payment Date | Payment           |
|--|--|----------------|--------------|-------------------|
| <b>BROWN ARMSTRONG ACCOUNTANCY CORPORATION</b>   |  |                |              | <b>175.00</b>     |
|  | SUCCESSOR AUDITOR CORRESPONDENCE 072521          | 37820          | 10/7/2021    | 175.00            |
| <b>CACHUMA O &amp; M BOARD</b>                   |  |                |              | <b>79,253.50</b>  |
|  | 20TH ANNUAL PAYMENT - CONTRACT# 001-WC-20-2030   | 37757          | 9/17/2021    | 28,624.26         |
|  | 14TH ANNUAL PAYMENT - CONTRACT NO. 5-WC-20-2923  | 37757          | 9/17/2021    | 5,783.37          |
|  | CACHUMA PROJECT ENTITLEMENT - 1ST PERIOD PAYMENT | 37812          | 10/6/2021    | 44,845.87         |
| <b>CANON FINANCIAL SERVICES, INC</b>             |  |                |              | <b>798.36</b>     |
|  | MONTHLY CONTRACT CHARGES COPIER                  | 37752          | 9/17/2021    | 798.36            |
| <b>CARDMEMBER SERVICES (ELAN, FORMERLY SBBT)</b> |  |                |              | <b>4,218.32</b>   |
|  | SOFTWARE MAINTENANCE                             | 37821          | 10/7/2021    | 1,911.91          |
|  | BOARD MEETING & SUPPLIES                         | 37821          | 10/7/2021    | 135.99            |
|  | UTILITY-TELEPHONE                                | 37821          | 10/7/2021    | 854.32            |
|  | EMPLOYEE RELATIONS                               | 37821          | 10/7/2021    | 181.60            |
|  | ENGINEERING SUPPLIES                             | 37821          | 10/7/2021    | 21.91             |
|  | ADVERTISING                                      | 37821          | 10/7/2021    | 45.00             |
|  | DUES/SUBSCRIPTIONS/LICENSES                      | 37821          | 10/7/2021    | 294.00            |
|  | OFFICE SUPPLIES-EOY FORMS                        | 37821          | 10/7/2021    | 227.21            |
|  | EMPLOYEE EDUCATIONS & TRAINING                   | 37821          | 10/7/2021    | 39.95             |
|  | GSA SUPPLIES & EQUIPMENT                         | 37821          | 10/7/2021    | 506.43            |
| <b>CARPINTERIA CAR CARE INC</b>                  |  |                |              | <b>278.47</b>     |
|  | MAINT OF VEHICLES - FLEET                        | 37758          | 9/17/2021    | 278.47            |
| <b>CARPINTERIA VALLEY LUMBER CO</b>              |  |                |              | <b>340.84</b>     |
|  | SUPPLIES   | 37759          | 9/17/2021    | 16.95             |
|  | MAINTENANCE OF PUMPS                             | 37790          | 9/30/2021    | 13.05             |
|  | MAINTENANCE OF PUMPS                             | 37790          | 9/30/2021    | 4.02              |
|  | SMALL TOOLS                                      | 37790          | 9/30/2021    | 29.71             |
|  | SMALL TOOLS/SUPPLIES                             | 37790          | 9/30/2021    | 37.21             |
|  | MAINTENANCE OF WELLS                             | 37790          | 9/30/2021    | 5.44              |
|  | SMALL TOOLS & SUPPLIES                           | 37813          | 10/6/2021    | 98.09             |
|  | MAINTENANCE OF FACILITIES                        | 37845          | 10/13/2021   | 19.93             |
|  | SUPPLIES   | 37845          | 10/13/2021   | 20.13             |
|  | MAINTENANCE OF FACILITIES                        | 37845          | 10/13/2021   | 39.24             |
|  | SUPPLIES   | 37845          | 10/13/2021   | 57.07             |
| <b>CELLULAR CONTROLLED PRODUCTS</b>              |  |                |              | <b>326.85</b>     |
|  | DISTRICT ACCESS CONTROL SYSTEM                   | 37814          | 10/6/2021    | 326.85            |
| <b>CENTRAL COAST WATER AUTHORITY</b>             |  |                |              | <b>519,560.05</b> |
|  | Variable Cost Dep Requirement                    | DFT0000956     | 10/1/2021    | 519,560.05        |
| <b>COASTAL BLINDS &amp; DRAPERIES</b>            |  |                |              | <b>6,171.00</b>   |
|  | WINDOW COVERINGS ADM BLDG & BOARDROOM            | 37835          | 10/13/2021   | 6,171.00          |
| <b>COASTAL VIEW NEWS</b>                         |  |                |              | <b>764.00</b>     |
|  | DROUGHT AD 090221                                | 37760          | 9/17/2021    | 254.00            |
|  | LEGAL NOTICE AD SEPTEMBER                        | 37791          | 9/30/2021    | 128.00            |
|  | DROUGHT AD 091621                                | 37791          | 9/30/2021    | 254.00            |
|  | LEGAL NOTICE AD 0923, 0930                       | 37846          | 10/13/2021   | 128.00            |
| <b>COLONIAL LIFE</b>                             |  |                |              | <b>744.26</b>     |
|  | TO ADJUST TO ACTUAL                              | 37809          | 10/6/2021    | 43.78             |
|  | Colonial Life                                    | 37809          | 10/6/2021    | 31.57             |
|  | Colonial PreTax                                  | 37809          | 10/6/2021    | 318.67            |
|  | Colonial Life                                    | 37809          | 10/6/2021    | 31.57             |
|  | Colonial PreTax                                  | 37809          | 10/6/2021    | 318.67            |
| <b>COMMODITY TRUCKING ACQUISITION LLC</b>        |  |                |              | <b>465.34</b>     |
|  | FILL SAND  | 37847          | 10/13/2021   | 465.34            |
| <b>COUNTY OF SANTA BARBARA PUBLIC WORKS</b>      |  |                |              | <b>244.68</b>     |
|  | 2021 WATERWISE GARDEN AWARD ENGRAVING            | 37753          | 9/17/2021    | 244.68            |
| <b>COX COMMUNICATIONS CALIFORNIA</b>             |  |                |              | <b>250.41</b>     |
|  | INTERNET PROVIDER - OCTOBER                      | 37822          | 10/7/2021    | 250.41            |

| Vendor  | Description                                   | Payment Number | Payment Date | Payment          |
|---|---|----------------|--------------|------------------|
| <b>DAVE HUNSAKER/DAVE'S ORGANIC GARDENING</b>         |   |                |              | <b>4,060.00</b>  |
|   | LANDSCAPE SERVICES - AUGUST                   | 37792          | 9/30/2021    | 960.00           |
|   | LANDSCAPE SERVICES - IRRIGATION REPAIRS       | 37792          | 9/30/2021    | 3,100.00         |
| <b>DLT SOLUTIONS, LLC</b>                             |   |                |              | <b>1,402.55</b>  |
|   | GDMS SUPPORT & AUTODESK RENEWAL               | 37804          | 9/30/2021    | 1,402.55         |
| <b>E.J. HARRISON &amp; SONS, INC.</b>                 |   |                |              | <b>254.91</b>    |
|   | TRASH & RECYCLE - SEPTEMBER                   | 37778          | 9/22/2021    | 254.91           |
| <b>ECHO COMMUNICATIONS</b>                            |   |                |              | <b>206.70</b>    |
|   | ECHO COMM MONTHLY STMT - OCTOBER              | 37823          | 10/7/2021    | 206.70           |
| <b>ECOLA SERVICES INC</b>                             |   |                |              | <b>455.00</b>    |
|   | ANNUAL INSPECTION - TERMITES                  | 37848          | 10/13/2021   | 455.00           |
| <b>ECONOMY TREE INC</b>                               |   |                |              | <b>7,275.00</b>  |
|   | TREE TRIMING & STUMP GRINDING                 | 37803          | 9/30/2021    | 7,275.00         |
| <b>EDISON CO</b>                                      |   |                |              | <b>37,752.11</b> |
|   | CARP RES - KWH 26,974 - SEPTEMBER             | 37779          | 9/22/2021    | 5,089.35         |
|   | LYONS WELL - KWH 116 - SEPTEMBER              | 37779          | 9/22/2021    | 119.71           |
|   | OFFICE - KWH 2,829 - SEPTEMBER                | 37779          | 9/22/2021    | 710.63           |
|   | SMILLIE WELL - KWH 20,889 - SEPTEMBER         | 37779          | 9/22/2021    | 3,941.66         |
|   | EL CARRO WELL - KWH 92,937 - SEPTEMBER        | 37779          | 9/22/2021    | 13,665.24        |
|   | GOB CYN PUMP - KWH 840 - SEPTEMBER            | 37779          | 9/22/2021    | 168.99           |
|   | SM TANK - KWH 197 - SEPTEMBER                 | 37779          | 9/22/2021    | 58.88            |
|   | SM PUMP USE - KWH 5,828 - SEPTEMBER           | 37779          | 9/22/2021    | 1,327.16         |
|   | FOOTHILL TANK MONTHLY- KWH 63,017 - SEPTEMBER | 37805          | 9/30/2021    | 12,670.49        |
| <b>ELITE GENERAL ENGINEERING INC</b>                  |   |                |              | <b>6,676.80</b>  |
|   | MAINTENANCE OF MAINS                          | 37793          | 9/30/2021    | 6,676.80         |
| <b>ENTERPRISE FM TRUST</b>                            |   |                |              | <b>7,637.68</b>  |
|   | FLEET LEASE AND MAINT - OCTOBER               | 37827          | 10/7/2021    | 7,637.68         |
| <b>ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.</b> |   |                |              | <b>10,000.00</b> |
|   | ANNUAL LICENSE RENEWAL                        | 37849          | 10/13/2021   | 10,000.00        |
| <b>FAMCON PIPE AND SUPPLY, INC</b>                    |   |                |              | <b>1,591.67</b>  |
|   | INVENTORY                                     | 37761          | 9/17/2021    | 833.03           |
|   | MAINT OF SERVICES                             | 37761          | 9/17/2021    | 179.44           |
|   | INVENTORY                                     | 37782          | 9/22/2021    | 31.10            |
|   | INVENTORY                                     | 37782          | 9/22/2021    | 548.10           |
| <b>FLOWERS &amp; ASSOCIATES, INC</b>                  |   |                |              | <b>7,911.50</b>  |
|   | LIVR P58 - AUGUST                             | 37783          | 9/22/2021    | 7,911.50         |
| <b>FRONTIER COMMUNICATIONS</b>                        |   |                |              | <b>430.97</b>    |
|   | ORTEGA - 9/16/21-10/15/21                     | 37780          | 9/22/2021    | 125.33           |
|   | OFFICE - 9/16/21 - 10/15/21                   | 37780          | 9/22/2021    | 305.64           |
| <b>FRUIT GROWERS LABORATORY, INC</b>                  |   |                |              | <b>1,870.00</b>  |
|   | BACTI ANALYSIS - COLIFORM - COLILERT-P/A      | 37762          | 9/17/2021    | 151.00           |
|   | INORGANIC ANALYSIS - METALS, TOTAL-FE,MN      | 37784          | 9/22/2021    | 40.00            |
|   | BACTI ANALYSIS-BIO ACTIVITY/HETER/COLIFORM    | 37794          | 9/30/2021    | 100.00           |
|   | BACTI ANALYSIS - COLILERT - P/A & QUANTI TRAY | 37794          | 9/30/2021    | 247.00           |
|   | INORGANIC ANALYSIS - METALS, TOTAL-FE,MN      | 37815          | 10/6/2021    | 200.00           |
|   | BACTI ANALYSIS - COLIFORM - COLILERT-P/A      | 37815          | 10/6/2021    | 151.00           |
|   | BACTI ANALYSIS - COLIFORM - COLILERT-P/A      | 37815          | 10/6/2021    | 151.00           |
|   | INORGANIC/ORGANIC ANALYSIS - TEST OF WELLS    | 37850          | 10/13/2021   | 830.00           |
| <b>FTI SERVICES, INC.</b>                             |   |                |              | <b>3,732.26</b>  |
|   | MONTHLY MONITORING & ANTIVIRUS - SEPTEMBER    | 37763          | 9/17/2021    | 592.50           |
|   | IT SUPPORT - SEPTEMBER                        | 37795          | 9/30/2021    | 403.76           |
|   | ONSITE IT SUPPORT - SEPTEMBER                 | 37795          | 9/30/2021    | 2,736.00         |
| <b>GAS COMPANY</b>                                    |   |                |              | <b>27.65</b>     |
|   | MONTHLY CHARGES - SEPTEMBER                   | 37836          | 10/13/2021   | 27.65            |
| <b>GROUNDWATER SOLUTIONS, INC.</b>                    |   |                |              | <b>1,789.00</b>  |
|   | GSP DEVELOPMENT - AUGUST                      | 37764          | 9/17/2021    | 1,789.00         |



| Vendor   | Description                                 | Payment Number | Payment Date | Payment           |
|--|---|----------------|--------------|-------------------|
| <b>GUTIERREZ, RHONDA</b>                                 |   |                |              | <b>100.00</b>     |
|  | TEST REIMBURSEMENT - 081321                 | 37824          | 10/7/2021    | 100.00            |
| <b>HACH COMPANY</b>                                      |   |                |              | <b>166.99</b>     |
|  | WATER QUALITY & TESTING                     | 37796          | 9/30/2021    | 166.99            |
| <b>HAMNER, JEWELL &amp; ASSOCIATES</b>                   |   |                |              | <b>1,446.00</b>   |
|  | CAPP PROJECT - AUGUST                       | 37810          | 10/6/2021    | 753.00            |
|  | CAPP PROJECT - SEPTEMBER                    | 37843          | 10/13/2021   | 693.00            |
| <b>HAYWARD LUMBER CO.</b>                                |   |                |              | <b>346.87</b>     |
|  | SMALL TOOLS                                 | 37797          | 9/30/2021    | 156.55            |
|  | CONCRETE CUTTING BLADE                      | 37797          | 9/30/2021    | 380.63            |
|  | CONCRETE CUTTING BLADE RETURN               | 37797          | 9/30/2021    | (190.31)          |
| <b>HD SUPPLY CONSTRUCTION SUPPLY, LTD.</b>               |   |                |              | <b>161.16</b>     |
|  | SMALL TOOLS & SAFETY SUPPLIES               | 37798          | 9/30/2021    | 161.16            |
| <b>IMPULSE INTERNET SERVICES, LLC</b>                    |   |                |              | <b>143.59</b>     |
|  | INTERNET PROVIDER - OCTOBER                 | 37765          | 9/17/2021    | 143.59            |
| <b>INFOSEND INC</b>                                      |   |                |              | <b>3,095.11</b>   |
|  | EBILLS - AUGUST                             | 37766          | 9/17/2021    | 305.80            |
|  | DISCONNECT/STATEMENTS - AUGUST              | 37766          | 9/17/2021    | 2,189.82          |
|  | SEPTEMBER EBILLS/MONTHLY SUPPORT FEE        | 37851          | 10/13/2021   | 317.10            |
|  | DISCONNECT/STATEMENTS - SEPTEMBER           | 37851          | 10/13/2021   | 282.39            |
| <b>JAMES WIDDOES</b>                                     |   |                |              | <b>8,223.44</b>   |
|  | REFUND - PROJ C117                          | 37825          | 10/7/2021    | 8,223.44          |
| <b>JOY EQUIPMENT PROTECTION</b>                          |   |                |              | <b>488.67</b>     |
|  | SAFETY TRAINING                             | 37767          | 9/17/2021    | 488.67            |
| <b>KIYOI ENGINEERING, INC.</b>                           |   |                |              | <b>3,138.28</b>   |
|  | HQ Well VFD Construction Support            | 37748          | 9/17/2021    | 3,138.28          |
| <b>LINCOLN LIFE</b>                                      |   |                |              | <b>17,022.57</b>  |
|  | DEFERRED COMPENSATION                       | DFT0000960     | 9/17/2021    | 5,374.19          |
|  | ROTH IRA                                    | DFT0000960     | 9/17/2021    | 300.00            |
|  | DEFERRED COMPENSATION                       | DFT0000957     | 10/1/2021    | 5,374.19          |
|  | ROTH IRA                                    | DFT0000957     | 10/1/2021    | 300.00            |
|  | DEFERRED COMPENSATION                       | DFT0000974     | 10/15/2021   | 5,374.19          |
|  | ROTH IRA                                    | DFT0000974     | 10/15/2021   | 300.00            |
| <b>MONTGOMERY &amp; ASSOCIATES</b>                       |   |                |              | <b>7,747.50</b>   |
|  | GSP DEVELOPMENT - AUGUST                    | 37816          | 10/6/2021    | 7,747.50          |
| <b>MYERS, WIDDERS, GIBSON, JONES &amp; FEINGOLD, LLP</b> |   |                |              | <b>4,095.00</b>   |
|  | LEGAL SERVICES - SBC FLOOD CONTROL - AUGUST | 37768          | 9/17/2021    | 712.50            |
|  | GENERAL COUNSEL - AUGUST                    | 37768          | 9/17/2021    | 1,687.50          |
|  | GENERAL COUNSEL - SEPTEMBER - 9670.00       | 37852          | 10/13/2021   | 1,125.00          |
|  | GENERAL COUNSEL - SBC FLOOD CONTROL 9670.08 | 37852          | 10/13/2021   | 570.00            |
| <b>O'CONNOR &amp; SONS INC.</b>                          |   |                |              | <b>150.00</b>     |
|  | DISTRICT OFFICE - ANT CONTROL               | 37817          | 10/6/2021    | 75.00             |
|  | DISTRICT OFFICE - PEST CONTROL              | 37817          | 10/6/2021    | 75.00             |
| <b>OPENEDGE</b>  |   |                |              | <b>8,832.61</b>   |
|  | CREDIT CARD PROC FEES                       | DFT0000976     | 9/20/2021    | 165.64            |
|  | CREDIT CARD PROC FEES                       | DFT0000977     | 10/4/2021    | 8,666.97          |
| <b>P E R S</b>   |   |                |              | <b>11,441.69</b>  |
|  | PERS PENSION                                | DFT0000961     | 10/8/2021    | 11,441.69         |
| <b>PAYROLL TRANSFER</b>                                  |   |                |              | <b>149,474.67</b> |
|  | PAYROLL TRANSFER PPE 091821                 | DFT0000979     | 9/16/2021    | 48,983.73         |
|  | PAYROLL TRANSFER PPE 091821                 | DFT0000980     | 9/21/2021    | 1,757.47          |
|  | PAYROLL TRANSFER PPE 100221                 | DFT0000981     | 9/30/2021    | 49,967.10         |
|  | PR TRANSFER PPE 101621                      | DFT0000982     | 10/14/2021   | 48,766.37         |

| Vendor                                     | Description                                      | Payment Number | Payment Date | Payment          |
|--|--|----------------|--------------|------------------|
| <b>PUEBLO WATER RESOURCES, INC</b>         |  |                |              | <b>15,770.00</b> |
|  | EL CARRO WELL REHAB                              | 37769          | 9/17/2021    | 5,670.00         |
|  | CAPP - PROJ 15-0099 IPR PDR/PERMIT 070321-090321 | 37769          | 9/17/2021    | 717.50           |
|  | GSP DEVELOPMENT - JULY & AUGUST                  | 37769          | 9/17/2021    | 8,062.50         |
|  | EL CARRO WELL NO. 2                              | 37837          | 10/13/2021   | 1,320.00         |
| <b>PURETEC</b>                             |  |                |              | <b>442.20</b>    |
|  | TREATMENT OF TEST WELLS                          | 37770          | 9/17/2021    | 310.93           |
|  | MAINTENANCE OF WELLS                             | 37799          | 9/30/2021    | 131.27           |
| <b>RADA, DANNY</b>                         |  |                |              | <b>37.96</b>     |
|  | REIMBURSEMENT FOR CREW AFTERHOURS MEAL           | 37828          | 10/7/2021    | 37.96            |
| <b>ROSEBRO GARAGE LLC</b>                  |  |                |              | <b>537.52</b>    |
|  | DUMP TRUCK REPAIR                                | 37853          | 10/13/2021   | 537.52           |
| <b>SAWASKE LANDSCAPE</b>                   |  |                |              | <b>328.00</b>    |
|  | LYONS WELL - AUGUST                              | 37771          | 9/17/2021    | 328.00           |
| <b>SC FUELS</b>                            |  |                |              | <b>1,594.29</b>  |
|  | EQUIPMENT FUEL                                   | 37818          | 10/6/2021    | 1,594.29         |
| <b>STANTEC CONSULTING SERVICES, INC</b>    |  |                |              | <b>1,093.50</b>  |
|  | LATERAL 10 WATER LINE CROSSING - AUGUST          | 37785          | 9/22/2021    | 1,093.50         |
| <b>STATE OF CALIFORNIA - EDD</b>           |  |                |              | <b>11,849.59</b> |
|  | STATE WITHHOLDING                                | DFT0000952     | 9/17/2021    | 3,443.73         |
|  | STATE DISABILITY INSURANCE                       | DFT0000952     | 9/17/2021    | 696.49           |
|  | STATE WITHHOLDING                                | DFT0000954     | 9/21/2021    | 85.96            |
|  | STATE DISABILITY INSURANCE                       | DFT0000954     | 9/21/2021    | 24.61            |
|  | STATE WITHHOLDING                                | DFT0000958     | 10/1/2021    | 3,103.17         |
|  | STATE DISABILITY INSURANCE                       | DFT0000958     | 10/1/2021    | 678.03           |
|  | STATE WITHHOLDING                                | DFT0000962     | 10/15/2021   | 3,138.50         |
|  | STATE DISABILITY INSURANCE                       | DFT0000962     | 10/15/2021   | 679.10           |
| <b>SUN COAST RENTALS INC</b>               |  |                |              | <b>395.90</b>    |
|  | SMALL TOOLS                                      | 37800          | 9/30/2021    | 10.90            |
|  | WHACKER RENTAL                                   | 37854          | 10/13/2021   | 110.00           |
|  | DUMP TRUCK RENTAL                                | 37854          | 10/13/2021   | 275.00           |
| <b>T &amp; T TRUCK &amp; CRANE SERVICE</b> |  |                |              | <b>308.00</b>    |
|  | MAINTENANCE OF METERS                            | 37772          | 9/17/2021    | 308.00           |
| <b>TOTAL BARRICADE SERVICE INC.</b>        |  |                |              | <b>1,823.50</b>  |
|  | EQUIPMENT RENTAL - C119                          | 37773          | 9/17/2021    | 1,823.50         |
| <b>TRI-COUNTY OFFICE FURNITURE</b>         |  |                |              | <b>1,491.30</b>  |
|  | OFFICE REMODEL - PROPOSAL 128702                 | 37754          | 9/17/2021    | 1,491.30         |
| <b>UNDERGROUND SERVICE</b>                 |  |                |              | <b>199.23</b>    |
|  | 81 NEW TICKET CHARGES - OCTOBER                  | 37819          | 10/6/2021    | 143.65           |
|  | MONTHLY SAFE EXCAVATION BOARD                    | 37819          | 10/6/2021    | 55.58            |
| <b>UNION BANK</b>                          |  |                |              | <b>55,629.29</b> |
|  | FICA PR  | DFT0000953     | 9/17/2021    | 8,502.88         |
|  | FEDERAL W/H                                      | DFT0000953     | 9/17/2021    | 8,347.63         |
|  | MEDICARE W/H                                     | DFT0000953     | 9/17/2021    | 2,201.24         |
|  | FICA PR  | DFT0000955     | 9/21/2021    | 300.76           |
|  | FEDERAL W/H                                      | DFT0000955     | 9/21/2021    | 233.43           |
|  | MEDICARE W/H                                     | DFT0000955     | 9/21/2021    | 70.34            |
|  | FICA PR  | DFT0000959     | 10/1/2021    | 8,411.54         |
|  | FEDERAL W/H                                      | DFT0000959     | 10/1/2021    | 7,605.01         |
|  | MEDICARE W/H                                     | DFT0000959     | 10/1/2021    | 2,194.40         |
|  | FICA PR  | DFT0000963     | 10/15/2021   | 7,924.20         |
|  | FEDERAL W/H                                      | DFT0000963     | 10/15/2021   | 7,673.90         |
|  | MEDICARE W/H                                     | DFT0000963     | 10/15/2021   | 2,163.96         |
| <b>UNUM LIFE INSURANCE COMPANY</b>         |  |                |              | <b>1,157.72</b>  |
|  | LIFE INSURANCE - OCTOBER                         | 37774          | 9/17/2021    | 578.86           |
|  | LIFE INSURANCE - NOVEMBER                        | 37838          | 10/13/2021   | 578.86           |

| Vendor                          | Description                  | Payment Number | Payment Date | Payment             |
|---------------------------------|------------------------------|----------------|--------------|---------------------|
| <b>USPS</b>                     |                              |                |              | <b>500.00</b>       |
|                                 | REFILL POSTAGE MACHINE       | 37781          | 9/22/2021    | 500.00              |
| <b>VERIZON WIRELESS</b>         |                              |                |              | <b>320.14</b>       |
|                                 | CREW CELL PHONES - SEPTEMBER | 37826          | 10/7/2021    | 320.14              |
| <b>VULCAN MATERIALS COMPANY</b> |                              |                |              | <b>387.22</b>       |
|                                 | MAINTENANCE OF MAINS         | 37801          | 9/30/2021    | 387.22              |
| <b>W. W. GRAINGER, INC.</b>     |                              |                |              | <b>1,883.35</b>     |
|                                 | SHEPHERD MESA MAINTENANCE    | 37775          | 9/17/2021    | 1,883.35            |
| <b>WAGE WORKS DISBURSEMENTS</b> |                              |                |              | <b>570.20</b>       |
|                                 | WAGEWORKS DISB 0916-093021   | DFT0000983     | 9/30/2021    | 423.81              |
|                                 | WAGEWORKS DISB 1001-101521   | DFT0000984     | 10/15/2021   | 146.39              |
| <b>WAGEWORKS INC</b>            |                              |                |              | <b>122.00</b>       |
|                                 | WAGEWORKS ADMIN FEE          | DFT0000985     | 10/15/2021   | 122.00              |
| <b>YOURMEMBERSHIP.COM, INC</b>  |                              |                |              | <b>360.00</b>       |
|                                 | ADVERTISING - EMPLOYMENT     | 37839          | 10/13/2021   | 360.00              |
| <b>Report Total:</b>            |                              |                |              | <b>1,172,812.78</b> |

| <b>Carpinteria Groundwater Sustainability Agency - Account Check Report</b> |                               |      |           |                    |
|---|-------------------------------|------|-----------|--------------------|
| <b>RAFTELIS</b>   |                               |      |           | <b>\$ 2,715.00</b> |
|   | GSA FEE STUDY - JULY & AUGUST | 1005 | 9/30/2021 | 2,715.00           |
| <b>FRUIT GROWER'S LABORATORY, INC</b>                                       |                               |      |           | <b>\$ 525.00</b>   |
|   | GSA - SENTRY WELL - AUGUST    | 1006 | 10/6/2021 | 525.00             |
| <b>Total:</b>   |                               |      |           | <b>3,240.00</b>    |
| <b>Rancho Monte Alegre - Account Check Report</b>                           |                               |      |           |                    |
|   |                               |      |           | <b>0</b>           |
| <b>Total:</b>   |                               |      |           | <b>0</b>           |



# Carpinteria Valley Water District

1301 Santa Ynez Avenue • Carpinteria, CA 93013  
Phone (805) 684-2816

BOARD OF DIRECTORS

*Matthew Roberts*  
*President*  
*Case Van Wingerden*  
*Vice President*  
*Polly Holcombe*  
*Shirley L. Johnson*  
*Kenneth Stendell*

GENERAL MANAGER

*Robert McDonald, P.E. MPA*

## MEMO

To: CVWD Board of Directors

From: Bob McDonald, General Manager

Date: October 22, 2021

### For Consideration:

### Item VI.C and VI.D- Adoption of the 2020 Urban Water Management Plan and the Water Shortage Contingency Plan

### Discussion

In 1983, the State of California Legislature enacted the Urban Water Management Planning Act (Act) that required urban water suppliers providing water for municipal purposes to more than 3,000 customers or serving more than 3,000 acre-feet annually to adopt an Urban Water Management Plan (UWMP) every five years demonstrating water supply reliability in normal, single dry, and multiple dry water years. In order for suppliers to be eligible for any water grant or loan administered by the California Department of Water Resources (DWR), suppliers must have a current UWMP on file that has been determined by DWR to address the requirements of the Water Code.

In accordance with the Act, the District has updated its 2015 UWMP to comply with the new statutory requirements set forth by the California Department of Water Resources (DWR) in the UWMP Guidebook 2020, released in March 2021. CVWD's 2020 UWMP integrates local and regional land use planning, regional water supply, infrastructure, and demand management projects, as well as statewide issues of concern like climate change and regulatory revision, to understand water conditions and management in CVWD's service area. The 2020 UWMP serves as a long-range planning document for CVWD by providing information on the past, current, and future water supplies and demands, and providing an assessment of CVWD's water resource needs.

The 2020 UWMP also includes the Water Shortage Contingency Plan (WSCP) that provides a set of triggering criteria and responsive actions to reduce water demand and address water shortage conditions due to drought, supply disruption, or other unforeseen emergencies. The document sets the policy background for CVWD with respect to water supply planning and other water supply related policies that will be developed in response to the 2020 UWMP findings.

The Draft 2020 UWMP and WSCP were posted for public review on CVWD's website at [www.cvwd.net](http://www.cvwd.net) on October 13, 2021. Notification of the Draft 2020 UWMP and WSCP Public Hearing and availability were published in the *Coastal View* on October 7, 14, and 21, 2021.

## **Analysis**

The 2020 UWMP estimates future water demands through 2045 based on projected population, projected housing growth, and changing land use, as well as future water supplies based on changing water supply inputs, planned new water supplies, and impacts of climate change on water supplies and demand.

Demands are projected to increase from 4,105 AF in 2020 to 4,530 AF in 2045, driven primarily by anticipated population growth. Future water supplies include groundwater from the Carpinteria Groundwater Basin, surface water from the Cachuma Project, imported water from the State Water Project, and recycled water from the Carpinteria Advanced Purification Project (CAPP), which is anticipated to begin producing water in 2026. Additionally, CVWD has access to banked water and the ability to purchase supplemental water from other suppliers. CVWD's 2020 UWMP finds that the current and future water supplies are sufficient to meet projected water demands through the year 2045 in normal, single dry, and multiple dry years, with the use of supplemental water and implementation of water conservation measures during prolonged drought. The drought risk assessment included in the 2020 UWMP also finds that CVWD is able to meet demands during a five-year drought starting in 2021, assuming that WSCP actions would be triggered to meet potential supply shortfalls.

Senate Bill (SB) X7-7, signed into law in November 2009, set a goal of achieving a 20 percent statewide reduction in urban per capita water use and directed urban retail water suppliers to set 2020 urban water use targets. CVWD's 2020 water use target was defined at 117 gallons per capita per day (GPCD). CVWD's 2020 water use was 112 GPCD. Therefore, the District has met its 2020 water use target, and is in compliance with SBx7-7.

The WSCP outlines a six-stage rationing plan, from zero to more than fifty percent reductions, to invoke during declared water shortages as mandated by statute. The rationing plan includes voluntary and mandatory rationing, depending on the severity and anticipated duration of the water supply shortage. Water shortage response actions are defined for all six stages. Beginning 2022, CVWD will prepare an Annual Assessment each year to determine if there will be a shortfall in CVWD water supplies and response measures needed.

## **Recommendation**

For compliance with California's Act, and to be eligible for any water grant or loan administered by DWR, Staff recommends concurrently adopting the following resolutions:

1. Resolution 1099 adopting the 2020 Urban Water Management Plan.
2. Resolution 1100 adopting the updated Water Shortage Contingency Plan.





# 2020 Urban Water Management Plan and Water Shortage Contingency Plan

Public Hearing  
October 27, 2021

Presented by: Sally Johnson

Item VI. A.





# Presentation Outline

- What is a UWMP and a WSCP?
- Requirements of the 2020 UWMP
- GPCD Calculation and Compliance
- Population Projections
- Demand Projections
- Supply Projections and Reliability Analysis
- Water Shortage Contingency Plan
- Schedule





# What is a UWMP and WSCP?

- Urban Water Management Plan (UWMP)
  - Required by DWR for urban water suppliers following strict guidelines
  - Must be completed every 5 years
  - Helps to understand and plan for future water reliability
  - Requires establishing and tracking per capita water reduction targets
  - Requirement for State funding
- Water Shortage Contingency Plan (WSCP)
  - Identifies factors that can cause water shortages
  - Outlines actions to implement in the event of anticipated shortages
  - Describes triggers for shortage declarations and how restrictions will be communicated
  - Includes Annual Assessment of reliability
  - Can be updated independently of the UWMP



# Requirements of the 2020 UWMP

## 2015 UWMP Requirements

- Population and demand analysis
- Supply source description
- Supply projection and reliability analysis
- Water quality concerns
- Gallon per capita per day (GPCD) targets and compliance
- Demand management measures description
- Water shortage contingency planning

## New 2020 UWMP Requirements

- Climate change analysis
- Energy intensity of supplies analysis
- Five consecutive dry-year water reliability assessment
- Drought and seismic risk assessment(s)
- Prescriptive Water Shortage Contingency Plan element updates
- Incorporation of land use changes in demand forecasts
- SGMA compliance description
- Lay description of UWMP



# GPCD Calculations and Compliance

- SB X7-7 requires reductions in urban per capita water use
- GPCD baseline and targets for potable water use
- District's baseline and targets
  - Baseline (2001 to 2010): 127 gpcd
  - 2020 target: 117 gpcd
  - 2020 Actual: 112 gpcd

**Congratulations!**



# Population Projections

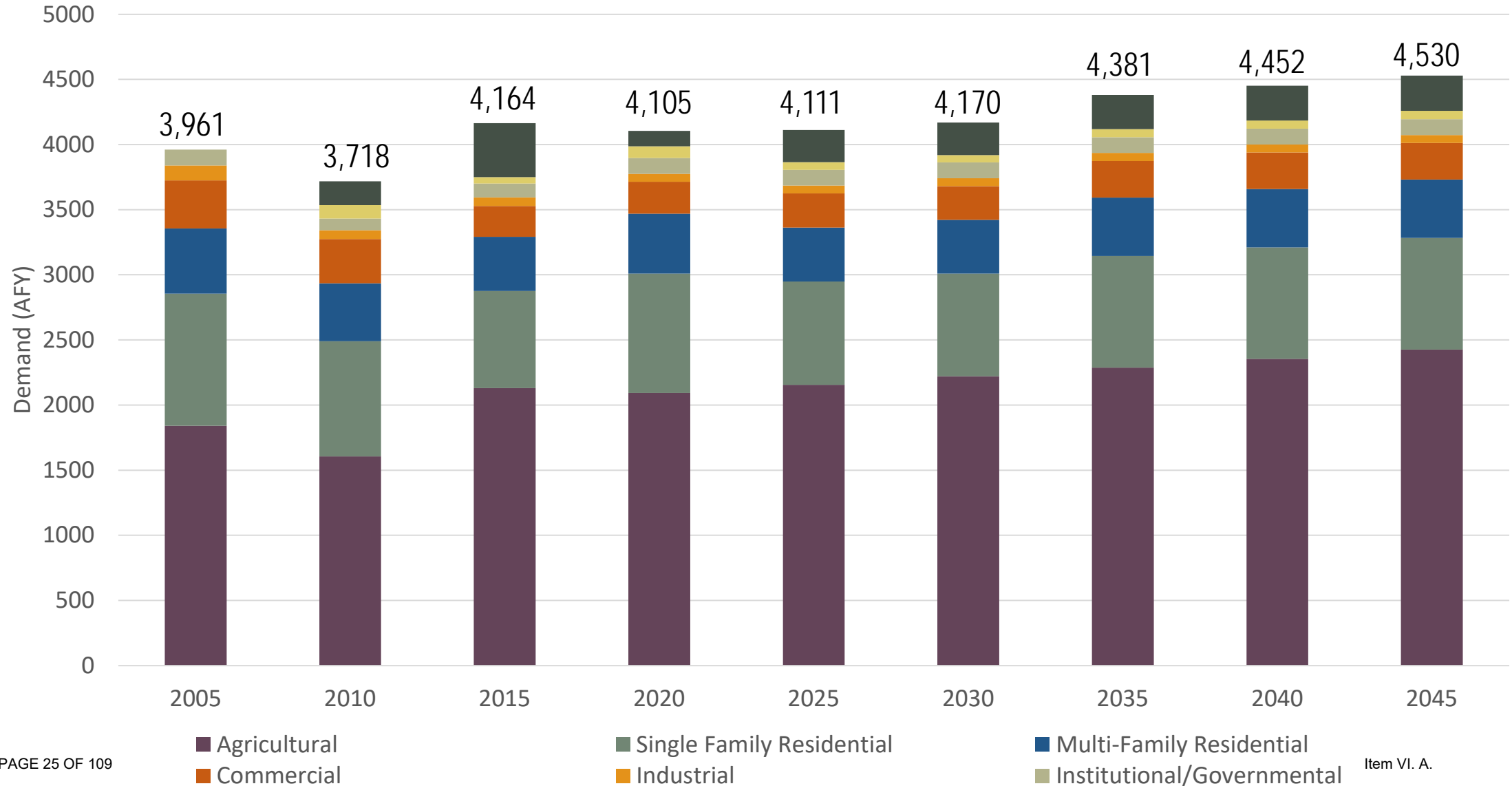
- Anticipated population growth over next 25 years: 2,880 persons
- Incorporates Regional Housing Needs Allocation projections for District's service area - approximately 1,152 units
- All future new accounts will be metered and billed via volume-based rates

## Current and Projected District Population

| 2020   | 2025   | 2030   | 2035   | 2040   | 2045   |
|--------|--------|--------|--------|--------|--------|
| 15,996 | 16,356 | 16,716 | 18,156 | 18,516 | 18,876 |

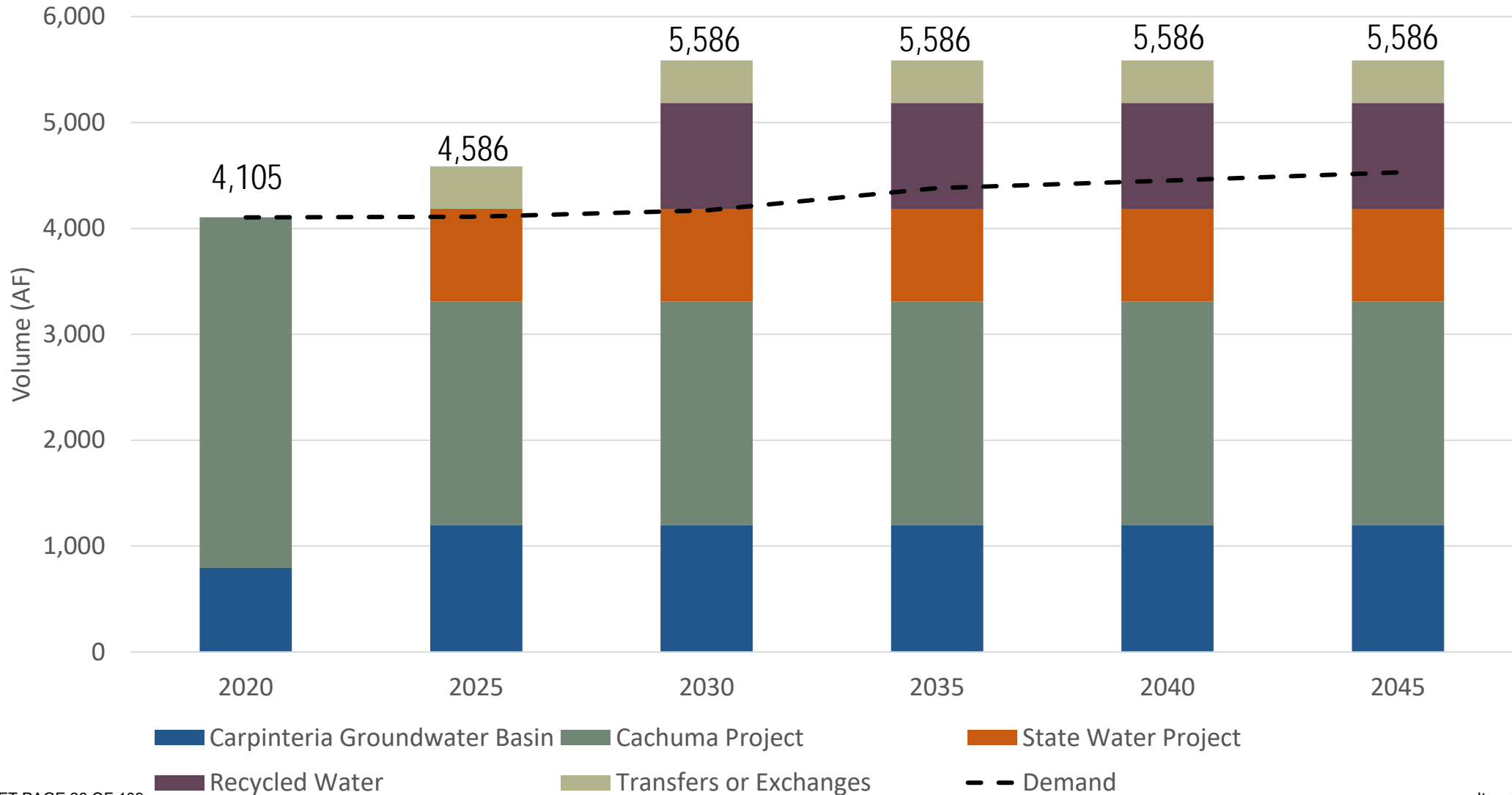


# Demand Projections



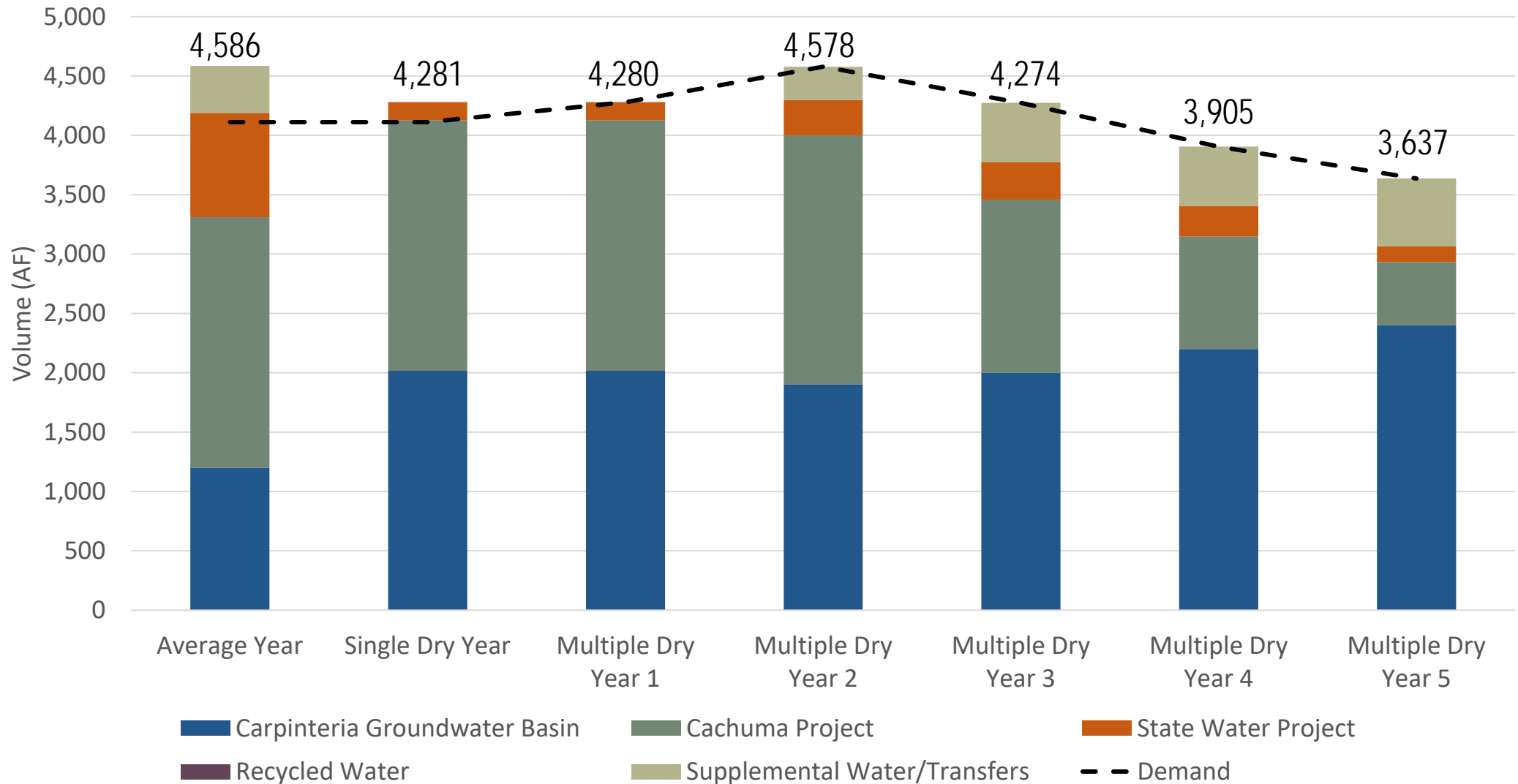


# Current and Future Projected Supplies (average year)



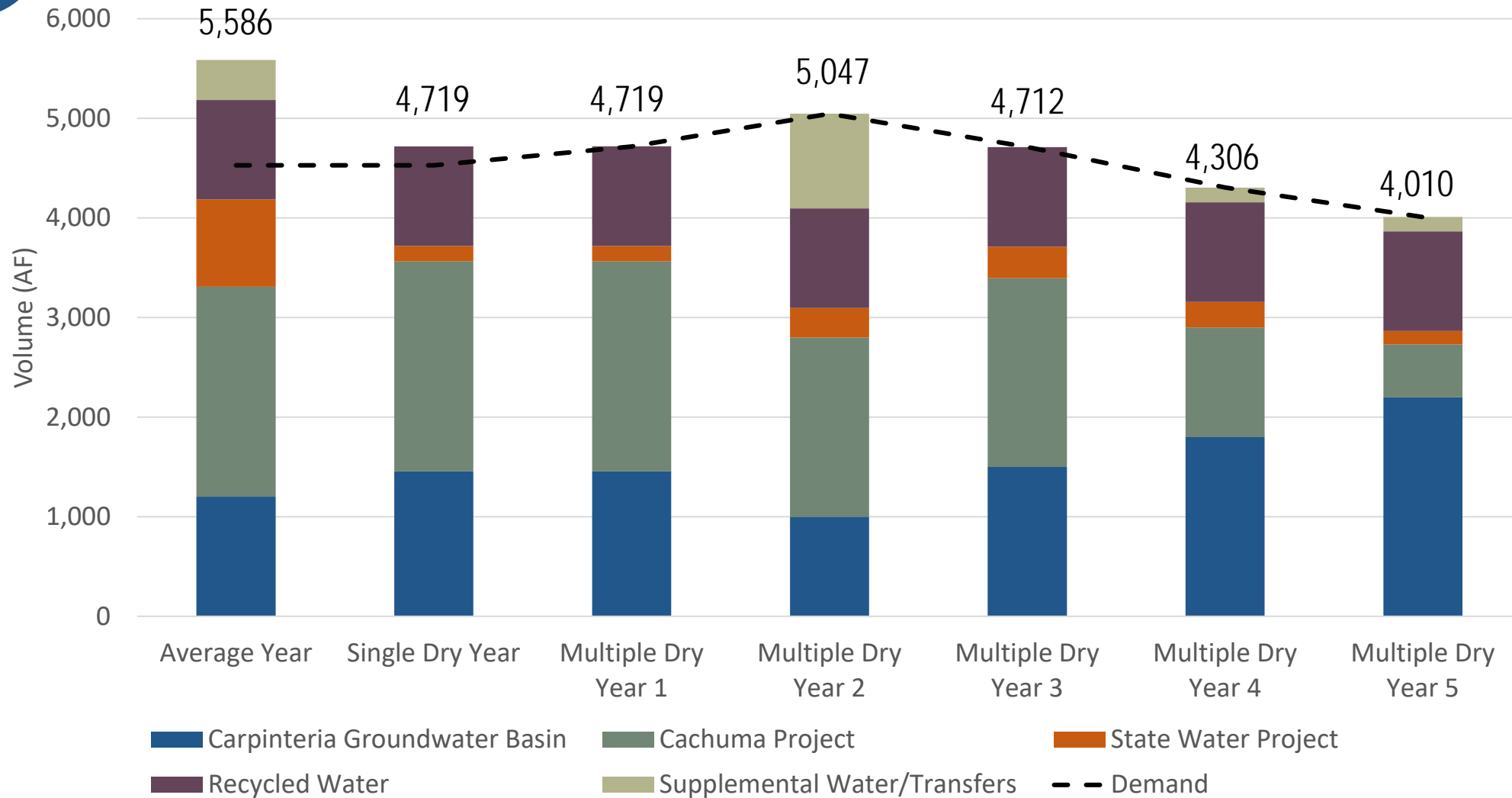


# 2025 Available Supply Projections (average, single dry and multiple dry years)





# 2045 Available Supply Projections (average, single dry and multiple dry years)







# Water Shortage Contingency Plan

| Shortage Condition   | Stage | Customer Reduction Goal | Type of Rationing Program |
|----------------------|-------|-------------------------|---------------------------|
| Less than 10 percent | 1     | 10%                     | Voluntary                 |
| 10 to 20 percent     | 2     | 20%                     | Mandatory                 |
| 20 to 30 percent     | 3     | 30%                     | Mandatory                 |
| 30 to 40 percent     | 4     | 40%                     | Mandatory                 |
| 40 to 50 percent     | 5     | 50%                     | Mandatory                 |
| More than 50 percent | 6     | >50%                    | Mandatory                 |



# Water Shortage Contingency Plan

| Shortage Level | Shortage Response Actions   |
|----------------|---|
| 1              | Limit landscape irrigation, restrict water use for decorative features, repair leaks and malfunctions, prohibit water use for washing vehicles and hard surfaces.   |
| 2              | Limit landscape irrigation to no more than three days per week, prohibit irrigation of turf or landscapes during and 24 hours following a measurable rainfall, implement water use efficiency devices for residential and CII, restrict water use for decorative features, repair leaks and malfunctions within 72 hours of notification, prohibit water use for washing vehicles and hard surfaces, restrict water use for recreational purposes.  |
| 3              | Limit landscape irrigation to no more than two days per week, prohibit irrigation of turf or landscapes during and 48 hours following a measurable rainfall, implement water use efficiency devices for residential and CII, restrict water use for decorative features, repair leaks and malfunctions within 72 hours of notification, and prohibit water use for washing vehicles and hard surfaces.  |
| 4              | Prohibit all landscape irrigation to no more than one day per week, prohibit irrigation of turf or landscapes during and 48 hours following a measurable rainfall, prohibit watering of turf, implement water use efficiency devices for residential and CII, restrict water use for decorative features and recreational purposes, repair leaks and malfunctions within 48 hours of notification, prohibit water use for washing vehicles and hard surfaces, consider a moratorium of new meters.                          |
| 5              | Prohibit all landscape irrigation to no more than one day per week, prohibit irrigation of turf or landscapes during and 48 hours following a measurable rainfall, prohibit watering of turf, implement water use efficiency devices for residential and CII, restrict water use for decorative features and recreational purposes, repair leaks and malfunctions within 48 hours of notification, prohibit water use for washing vehicles and hard surfaces, consider a moratorium of new meters.                          |
| 6              | Prohibit all landscape irrigation to no more than one day per week, prohibit irrigation of turf or landscapes during and 48 hours following a measurable rainfall, prohibit watering of turf, implement water use efficiency devices for residential and CII, restrict water use for decorative features and recreational purposes, repair leaks and malfunctions within 48 hours of notification, prohibit water use for washing vehicles and hard surfaces, consider a moratorium of new meters, consider a water budget. |



# Recommended Revisions to the UWMP

- Update WSCP to be consistent with Ordinance 21-1
  - Clarified hard surfaces included in prohibition for washing down
  - Clarified allowed watering times for hand-held vs. automatic systems
  - Removed optional linen service at hotels and water only upon request at restaurants from Stage 1 (had been voluntary)
  - Clarified notices shall be posted at hotels and restaurants regarding optional linen service and water upon request
  - Removed boats from prohibition on washing vehicles in Stage 1
  - Clarified vehicles can also be washed by hand at Stage 2 if using a bucket or a hose with self-closing valve



# Schedule

| Deadline                                      | Date(s)       |
|---|---------------|
| Local Agency Outreach - 60-Day notification   | January 25    |
| Public Draft made available                   | October 13    |
| Board Meeting to review UWMP / Public Hearing | October 27    |
| Board Meeting to adopt UWMP and WSCP          | October 27    |
| Final UWMP / Submittal to DWR                 | By October 31 |





Thank you!

Questions or  
comments?







# 2020 Urban Water Management Plan and Water Shortage Contingency Plan

Public Hearing  
October 27, 2021

Presented by: Sally Johnson

Item VI. A.



**RESOLUTION NUMBER 1099**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
CARPINTERIA VALLEY WATER DISTRICT  
ADOPTING AND IMPLEMENTING THE 2020  
URBAN WATER MANAGEMENT PLAN UPDATE**

**WHEREAS** the California Legislature enacted Assembly Bill 797 (Water Code Section 10610 et seq., known as the Urban Water Management Planning Act) during the 1983-1984 Regular Session, and as amended subsequently, which mandates that every supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare an Urban Water Management Plan, the primary objective of which is to plan for the conservation and efficient use of water; and

**WHEREAS** the Carpinteria Valley Water District is an urban supplier of water providing water to a population of about 16,000 people; and

**WHEREAS** the Plan shall be periodically reviewed at least once every five years, and the District shall make any amendments or changes to its Plan which are indicated by the review; and

**WHEREAS** the Plan must be adopted, after public review and hearing, and filed with the California Department of Water Resources within thirty days of adoption; and

**WHEREAS** the District has therefore prepared and circulated for public review a draft 2020 Urban Water Management Plan and a properly noticed public hearing regarding said Plan was held by the District Board of Directors on its October 27, 2021 meeting, and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Carpinteria Valley Water District as follows:

1. The 2020 Urban Water Management Plan is hereby adopted and to be on file at the District;
2. The District General Manager is hereby authorized and directed to file the 2020 Urban Water Management Plan with the California Department of Water Resources within 30 days after this date;
3. The District General Manager is hereby authorized and directed to submit a copy of the 2020 Urban Water Management Plan to the California State Library, and to any city or county within which the District provides water supplies no later than thirty (30) days after this date;
4. The District General Manager is hereby authorized and directed to make the 2020 Urban Water Management Plan, available for public review at the District's offices during

normal business hours and on its website at [www.cvwd.net](http://www.cvwd.net) no later than thirty (30) days after this date;

PASSED AND ADOPTED by Carpinteria Valley Water District Board of Directors, State of California, the 27<sup>th</sup> day of October, 2021 by the following vote:

AYES:  
NAYES:  
ABSENT:  
ABSTAIN

APPROVED:

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Matthew Roberts, President

ATTEST:

---

Robert McDonald, Secretary



**RESOLUTION NUMBER 1100**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
CARPINTERIA VALLEY WATER DISTRICT  
ADOPTING A WATER SHORTAGE CONTINGENCY PLAN**

**WHEREAS** the California Legislature enacted Assembly Bill 797 (Water Code Section 10610 et seq., known as the Urban Water Management Planning Act) during the 1983-1984 Regular Session, and as amended subsequently, which mandates that every supplier providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre feet of water annually, prepare and adopt, in accordance with prescribed requirements, a Water Shortage Contingency Plan (WSCP) as part of its Urban Water Management Plan (Plan); and

**WHEREAS** the Act specifies the requirements and procedures for adopting such WSCPs; and

**WHEREAS** the Carpinteria Valley Water District is an urban supplier of water providing water to a population of about 16,000 people; and

**WHEREAS** the Plan must be adopted, after public review and hearing, and filed with the California Department of Water Resources within thirty days of adoption; and

**WHEREAS** the District has prepared a WSCP in accordance with the Act; and

**WHEREAS** the District has circulated for public review a draft WSCP as Section 6 of its Plan and a properly noticed public hearing regarding said Plan was held by the District Board of Directors on its October 27, 2021 meeting, and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Carpinteria Valley Water District as follows:

1. The 2020 Water Shortage Contingency Plan is hereby adopted and to be on file at the District;
2. The District General Manager is hereby authorized and directed to file the 2020 Water Shortage Contingency plan with the California Department of Water Resources within 30 days after this date;
3. The District General Manager is hereby authorized and directed, in accordance with Water Code section 10644(a), to submit a copy of the WSCP, as part of its 2020 Plan, to the California State Library, and to any city or county within which the District provides water supplies no later than thirty (30) days after this date;
4. The District General Manager is hereby authorized and directed, in accordance with Water Code section 10645, to make the WSCP, as part of its 2020 Plan, available for

public review at the District's offices during normal business hours and on its website at [www.cvwd.net](http://www.cvwd.net) no later than thirty (30) days after this date;

5. The District General Manager is hereby directed to implement the Water Conservation Programs and Water Shortage Actions as set forth in the 2020 Water Shortage Contingency Plan;
6. In a water shortage, the District General Manager is hereby authorized to bring to the Board for its approval an appropriate declaration of a Water Shortage Emergency according to the Water Shortage Stages and Triggers indicated in the Plan, and implement necessary elements of the Plan;
7. The District General Manager shall recommend to the Board of Directors additional regulations to carry out effective and equitable allocation of water resources during water shortages.

PASSED AND ADOPTED by Carpinteria Valley Water District Board of Directors, State of California, the 27<sup>th</sup> day of October, 2021 by the following vote:

AYES:  
NAYES:  
ABSENT:  
ABSTAIN

APPROVED:

---

Matthew Roberts, President

ATTEST:

---

Robert McDonald, Secretary



October 20, 2021  
Project No. 21-0061

Carpinteria Valley Water District  
1301 Santa Ynez Avenue  
Carpinteria, California 93014

Attention: Mr. Robert McDonald, General Manager

Subject: Proposal for Professional Services; Smilie Replacement Well Siting and Basis-of-Design Analysis.

Dear Mr. McDonald:

Pueblo Water Resources, Inc. (Pueblo) is pleased to submit this proposal for professional services associated the initial steps toward the replacement of the Carpinteria Valley Water District's (District) Smilie Well. These initial steps include an analysis of site logistics and possible options for drilling equipment layout, and a Basis-of-Design (BOD) analysis for the replacement well. Our general approach to well construction projects begins with the development of an understanding of the client's needs and goals for the project, a review and analysis of hydrogeologic considerations, and an assessment of the site and the associated well construction logistical considerations and constraints. This information allows us to perform a thorough analysis for the new well and develop recommendations for well design elements (materials, dimensions, etc.) and well construction methods. The BOD also presents an initial estimate of the probable costs associated with the various well design options. Finally, the BOD will include project details and the information that will be required for CEQA analysis and determination. Because of the limited size, and the relatively constrained layout, of the existing site and facilities, the assessment of site logistics and equipment layout options will be a key element of the replacement well project.

This proposal presents Pueblo's scope of work developed for these two tasks, estimated costs for Pueblo's services, and an estimate of the schedule required to execute the scope of work and present deliverables to the District.

### **Background**

The Smilie Well was drilled for the Carpinteria County Water District (the District's predecessor) in 1974. The well casing includes a 14-inch diameter copper bearing steel blank well casing to a depth of 455 feet, and a 10-inch diameter stainless steel continuous wire wrap well screen to a total depth of 825 feet. An engineered graded gravel pack bottom within the casing was placed in August of 2015 to remedy poor water quality from the deeper portion of the well. The production of sand by the Smilie well has historically been problematic for the District, testing of the well by Pueblo in 2015 indicated that production of as much as 750 gpm was theoretically possible, but production of sand at rates higher than 400 gpm was unmanageable. This constraint has limited the production from this well. The sand problem associated with the

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**PUEBLO WATER RESOURCES, INC**

4478 Market Street, Suite 705 • Ventura, California 93003 • 805.644.0470

Smilie Well is likely poor design of the well, a mismatch between gravel pack gradation and slot size, poor well construction techniques, and a lack of effective development of the well following original construction. In recent years, declining water levels and reductions in specific capacity and pumping capacity have been challenging for the District in fully utilizing this important source of water supply. Finally, the lifespan of a well of similar construction as the Smilie Well is typically approximately twenty-five years, so it is our opinion that the Smilie Well is nearing the end of its useful service life. For all of these reasons, the District intends to replace the existing Smilie Well with a robust replacement well of modern design and construction features.

### **Scope of Work**

Based on our understanding of the project and the District's needs, and our extensive experience with similar projects for other municipal clients, we have developed the following scope of work, which is consistent with the discussion of our project approach described above.

**Task 1 - Project Management.** This task consists of overall project management, which includes project coordination, project correspondence, invoicing, and monthly budget status updates.

**Task 2 – Site Logistics and Drilling Equipment Layout Feasibility Analysis.** The District-owned Smilie Well Site encompasses approximately 2,400 square feet immediately east of where Carpinteria Creek flows underneath Foothill Road, with another approximately 400 square feet of common easement between Carpinteria Creek and the well site. Typically, a well construction of the scope and magnitude as the Smilie replacement well requires a construction area of approximately 10,000 square feet, with additional offsite area(s) for equipment and materials staging; therefore, a critical first step in the replacement well project will be an analysis of site logistics and potential equipment layout plans to ascertain whether the site will be sufficiently sized for a well drilling and construction project.

Pueblo intends to meet with one or more water well drilling contractors at the site to preliminarily plan potential equipment set up options, and at that time, options for the location of the replacement well will be established. With this, Pueblo will identify whether or not, and to what extent, encroachment onto neighboring properties will be required. Also, with potential well sites selected, the various setback requirements for municipal well placement will be considered. It is likely that the 50-foot control zone required by the State of California Division of Drinking Water (CA DDW) will not be achieved, therefore a waiver for this requirement will likely be needed.

The results of the Site Feasibility Analysis will be presented to the District in a brief technical memorandum, and based on the findings of the analysis, the District can decide on how to proceed with the replacement well project.

**Task 3 – Basis-of-Design Analysis.** The BOD analysis will establish recommendations for drilling and well depths, casing material, casing diameter, well screen design, slot size, well screen placement, etc. The BOD for the Smilie replacement well will also include considerations for the potential use of this well for Aquifer Storage and Recovery (ASR), and the design of the well will include features to allow for ASR operations in the future. The BOD will include an estimate of the probable costs associated with the various well design options, and will allow the District to participate in the well design phase of the project and make informed decisions related to the final design of the well. The BOD will present a description of the project and project details



in a suitable format for required for CEQA analysis. From the BOD, the technical plans and specifications for well construction can be developed in the future.

**Task 4 – Reporting.** Pueblo will produce two deliverables documenting the analyses performed. The results of the Site Logistics and Drilling Equipment Layout Feasibility Analysis will be presented to the District in a technical memorandum. This will allow the District to review developed plans for logistics and well siting and equipment layout, consider any special accommodations or arrangements that might be required to execute the project (such as temporary encroachment onto neighboring properties), and make a decision on proceeding with the replacement well project at the existing Smilie Well site.

The results of the BOD analysis will be presented in a final report that presents the findings, recommendations, estimated costs, and project schedule. Again, the BOD report will serve as the basis for furthering the well replacement project through the development of detailed specifications for the drilling, well construction, and well development work.

### **Estimated Fees**

Our estimated costs for the well replacement project were developed based on our proposed scope of work, our experience with similar projects, and our 2021 fee schedule (attached), and are summarized in the table below:

**Estimated Costs Summary  
Carpinteria Valley Water District  
Smilie Well Replacement Siting and Basis-of-Design Analysis**

| <b>Task No./Description</b>                                  | <b>Estimated Cost</b> |
|--|-----------------------|
| 1 – Project Management                                       | \$1,760               |
| 2 – Site Logistics and Equipment Layout Feasibility Analysis | \$2,200               |
| 3 – Basis-of-Design Analysis                                 | \$10,560              |
| 4 – Reporting  | \$5,280               |
| <b>Total Estimated Costs</b>                                 | <b>\$19,800</b>       |

Based on the scope of services developed for this project, we suggest that a budget of \$19,800 be established. An estimated fee summary worksheet is attached summarizing the estimated costs and presenting the hourly breakdown amongst the four tasks.



## Project Schedule

We are prepared to begin work immediately upon authorization by the District. We estimate that a total of four weeks will be required to execute the work scope. The initial task will be the Site Logistics and Drilling Equipment Layout Feasibility Analysis, and the technical memorandum documenting this portion of the work will be presented within two weeks of Notice-to-Proceed.

We appreciate the opportunity to provide assistance to the District on this important water supply project.

Sincerely,

PUEBLO WATER RESOURCES, INC.

A handwritten signature in black ink that reads "Michael S. Burke". The signature is written in a cursive, flowing style.

Michael S. Burke, P.G., C.Hg  
Principal Hydrogeologist

Attachments: 2021 Fee Schedule  
Cost Estimation Spreadsheet

# Carpinteria Valley Water District

## Smile Well Replacement Basis-of-Design Analysis



### Estimated Project Costs for Pueblo Professional Services

| LABOR  |  | Principal Prof.           | Senior Prof. |                 |                     |
|--|--|---------------------------|--------------|-----------------|---------------------|
| Hourly Fee   |  | \$220                     | \$205        | Hours by Task   | Estimated Task Cost |
| Task   | Task Description   |                           |              |                 |                     |
| 1  | Project Management                                       | 8                         |              | 8               | \$1,760             |
| 2  | Site Logistics and Equipment Layout Feasibility Analysis | 10                        |              | 10              | \$2,200             |
| 3  | Basis of Design Analysis                                 | 48                        |              | 48              | \$10,560            |
| 4  | Reporting  | 24                        |              | 24              | \$5,280             |
| <b>Hours by Labor Category:</b>                    |  | 90                        | 0            |                 |                     |
| <b>Costs by Labor Category:</b>                    |  | \$19,800                  | \$0          |                 |                     |
|  |  | <b>Total Labor Hours:</b> |              | <b>90</b>       |                     |
| <b>TOTAL ESTIMATED COSTS PROFESSIONAL SERVICES</b> |  |                           |              | <b>\$19,800</b> |                     |



**PUEBLO WATER RESOURCES, INC.  
2021 FEE SCHEDULE**

***Professional Services***

|                             |          |
|-----------------------------|----------|
| Principal Professional..... | \$220/hr |
| Senior Professional.....    | \$205/hr |
| Project Professional.....   | \$190/hr |
| Staff Professional.....     | \$160/hr |
| Technician.....             | \$150/hr |
| Illustrator.....            | \$135/hr |
| Word Processing.....        | \$115/hr |

***Other Direct Charges***

|                             |               |
|-----------------------------|---------------|
| Subcontracted Services..... | Cost Plus 15% |
| Outside Reproduction.....   | Cost Plus 15% |
| Travel Expenses.....        | Cost Plus 15% |
| Per Diem* .....             | \$150/day     |
| Vehicle .....               | \$75/day      |

***Equipment Charges***

|  |                       |
|--|-----------------------|
| Drilling Fluid Test Kit.....                   | \$100/day, \$400/week |
| Field Water Quality Meter (Hach DR890).....    | \$75/day, \$275/week  |
| Orion ORP/pH/Temp Probe.....                   | \$75/day, \$275/week  |
| Water Level Probes (In-Situ Level Troll).....  | \$75/day, \$300/week  |
| Water Quality Probes (In-Situ Aqua Troll)..... | \$100/day, \$325/week |
| Ultrasonic Flowmeter.....                      | \$200/day, \$750/week |

\*Regionally and seasonally specific to project.

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**PUEBLO WATER RESOURCES, INC** • 4478 Market Street, Suite 705 • Ventura, CA 93003  
805.644.0470 • 805.644.0480 FAX



**CARPINTERIA VALLEY WATER DISTRICT (CVWD)  
LATERAL ISOLATION VALVE REPLACEMENT PROJECT  
BID OPENING SUMMARY & CONTENT REVIEW  
W.O. NO. 21025**

| COMPANY            | AMOUNT         | RANK | ADD # 1 | BID BOND | INS. | N.C.A. | WORK EXPERIENCE (GC/SUB) | SUPPLIERS                                   | LISTED SUBS                   |
|--------------------|----------------|------|---------|----------|------|--------|--------------------------|---|-------------------------------|
| TIERRA CONTRACTING | \$1,597,031.00 | 1    | YES     | YES      | YES  | YES    | GC- YES<br>SUB- YES      | Mission Concrete<br>Vista Steel<br>Ferguson | KOPPL<br>(\$265K)<br>True Cut |
| CEDRO CONSTRUCTION | \$1,713,494.00 | 2    | YES     | YES      | YES  | NO     | GC- YES<br>SUB- NO       | Mission Concrete<br>Vista Steel<br>FAMCON   | KOPPL<br>(\$188k)             |
| TORO ENTERPRISES   | \$1,746,110.00 | 3    | YES     | YES      | YES  | YES    | GC- YES<br>SUB- NO       | FAMCON                                      | KOPPL<br>(\$151k)             |

**BID ABSTRACT**  
**Carpinteria Valley Water District**  
**Lateral Isolation Valve Replacement (LIVR) Project**

| BID SCHEDULE  |  |          |      | TIERRA CONTRACTING |             | CEDRO CONSTRUCTION |              |               | TORO ENTERPRISES |              |               |
|---|--|----------|------|--------------------|-------------|--------------------|--------------|---------------|------------------|--------------|---------------|
| Item No.  | Description  | Quantity | Unit | Unit Price         | Item Cost   | Unit Price         | Item Cost    | Difference    | Unit Price       | Item Cost    | Difference    |
| 1   | Mobilization – Phase 1   | 1        | LS   | \$60,000.00        | \$60,000.00 | \$60,000.00        | \$60,000.00  | \$0.00        | \$60,000.00      | \$60,000.00  | \$0.00        |
| 2   | Mobilization – Phase 2   | 1        | LS   | \$40,000.00        | \$40,000.00 | \$40,000.00        | \$40,000.00  | \$0.00        | \$40,000.00      | \$40,000.00  | \$0.00        |
| 3   | Construct Lateral 1-R Improvements   | 1        | LS   | \$39,869.00        | \$39,869.00 | \$36,039.00        | \$36,039.00  | (\$3,830.00)  | \$43,450.00      | \$43,450.00  | \$3,581.00    |
| 4   | Construct Lateral 1-L Improvements   | 1        | LS   | \$39,869.00        | \$39,869.00 | \$40,863.00        | \$40,863.00  | \$994.00      | \$43,450.00      | \$43,450.00  | \$3,581.00    |
| 5   | Construct Lateral 2-L Improvements   | 1        | LS   | \$19,956.00        | \$19,956.00 | \$36,539.00        | \$36,539.00  | \$16,583.00   | \$19,950.00      | \$19,950.00  | (\$6.00)      |
| 6   | Construct Lateral 2-R Improvements   | 1        | LS   | \$38,616.00        | \$38,616.00 | \$35,281.00        | \$35,281.00  | (\$3,335.00)  | \$42,750.00      | \$42,750.00  | \$4,134.00    |
| 7   | Construct Lateral 3-L Improvements   | 1        | LS   | \$39,869.00        | \$39,869.00 | \$29,430.00        | \$29,430.00  | (\$10,439.00) | \$43,380.00      | \$43,380.00  | \$3,511.00    |
| 8   | Construct Lateral 4-L Improvements   | 1        | LS   | \$39,869.00        | \$39,869.00 | \$28,593.00        | \$28,593.00  | (\$11,276.00) | \$43,380.00      | \$43,380.00  | \$3,511.00    |
| 9   | Construct Lateral 5-R Improvements   | 1        | LS   | \$51,681.00        | \$51,681.00 | \$32,944.00        | \$32,944.00  | (\$18,737.00) | \$40,250.00      | \$40,250.00  | (\$11,431.00) |
| 10  | Construct Lateral 6-R Improvements   | 1        | LS   | \$49,891.00        | \$49,891.00 | \$29,266.00        | \$29,266.00  | (\$20,625.00) | \$41,400.00      | \$41,400.00  | (\$8,491.00)  |
| 11  | Construct Lateral 7-L Improvements   | 1        | LS   | \$58,192.00        | \$58,192.00 | \$30,367.00        | \$30,367.00  | (\$27,825.00) | \$42,700.00      | \$42,700.00  | \$15,492.00   |
| 12  | Construct Lateral 7-R Improvements   | 1        | LS   | \$38,616.00        | \$38,616.00 | \$28,241.00        | \$28,241.00  | (\$10,375.00) | \$41,250.00      | \$41,250.00  | \$2,634.00    |
| 13  | Construct Lateral 8-L Improvements   | 1        | LS   | \$51,681.00        | \$51,681.00 | \$28,087.00        | \$28,087.00  | (\$23,594.00) | \$40,350.00      | \$40,350.00  | (\$11,331.00) |
| 14  | Construct Lateral 9-L Improvements   | 1        | LS   | \$51,681.00        | \$51,681.00 | \$28,951.00        | \$28,951.00  | (\$22,730.00) | \$40,350.00      | \$40,350.00  | (\$11,331.00) |
| 15  | Construct Lateral 10-L Improvements  | 1        | LS   | \$44,635.00        | \$44,635.00 | \$35,940.00        | \$35,940.00  | (\$8,695.00)  | \$51,420.00      | \$51,420.00  | \$6,785.00    |
| 16  | Construct Lateral 11-R Improvements  | 1        | LS   | \$40,406.00        | \$40,406.00 | \$27,215.00        | \$27,215.00  | (\$13,191.00) | \$36,000.00      | \$36,000.00  | (\$4,406.00)  |
| 17  | Construct Lateral 12-L Improvements  | 1        | LS   | \$51,681.00        | \$51,681.00 | \$34,814.00        | \$34,814.00  | (\$16,867.00) | \$40,270.00      | \$40,270.00  | (\$11,411.00) |
| 18  | Construct Lateral 13-L Improvements  | 1        | LS   | \$42,103.00        | \$42,103.00 | \$38,356.00        | \$38,356.00  | (\$3,747.00)  | \$45,620.00      | \$45,620.00  | \$3,517.00    |
| 19  | Construct Lateral 14-L Improvements  | 1        | LS   | \$33,776.00        | \$33,776.00 | \$33,037.00        | \$33,037.00  | (\$739.00)    | \$47,920.00      | \$47,920.00  | \$14,144.00   |
| 20  | Construct Lateral 15-L Improvements  | 1        | LS   | \$38,616.00        | \$38,616.00 | \$27,463.00        | \$27,463.00  | (\$11,153.00) | \$41,550.00      | \$41,550.00  | \$2,934.00    |
| 21  | Construct Lateral 16-L Improvements  | 1        | LS   | \$39,869.00        | \$39,869.00 | \$34,255.00        | \$34,255.00  | (\$5,614.00)  | \$43,500.00      | \$43,500.00  | (\$3,631.00)  |
| 22  | Construct Lateral 17-L Improvements  | 1        | LS   | \$51,681.00        | \$51,681.00 | \$33,524.00        | \$33,524.00  | (\$18,157.00) | \$40,320.00      | \$40,320.00  | (\$11,361.00) |
| 23  | Construct Lateral 19-R Improvements  | 1        | LS   | \$43,382.00        | \$43,382.00 | \$33,915.00        | \$33,915.00  | (\$9,467.00)  | \$47,240.00      | \$47,240.00  | \$3,858.00    |
| 24  | Construct Lateral 20-L Improvements  | 1        | LS   | \$41,500.00        | \$41,500.00 | \$48,058.00        | \$48,058.00  | \$6,558.00    | \$45,000.00      | \$45,000.00  | \$3,500.00    |
| 25  | Construct Lateral 21-L Improvements  | 1        | LS   | \$41,500.00        | \$41,500.00 | \$47,450.00        | \$47,450.00  | \$5,950.00    | \$42,470.00      | \$42,470.00  | \$970.00      |
| 26  | Construct Lateral 22-R Improvements  | 1        | LS   | \$44,635.00        | \$44,635.00 | \$37,513.00        | \$37,513.00  | (\$7,122.00)  | \$51,420.00      | \$51,420.00  | \$6,785.00    |
| 27  | Construct Lateral 23-L Improvements  | 1        | LS   | \$41,500.00        | \$41,500.00 | \$36,128.00        | \$36,128.00  | (\$5,372.00)  | \$34,100.00      | \$34,100.00  | (\$7,400.00)  |
| 28  | Construct Lateral 24-L Improvements  | 1        | LS   | \$41,500.00        | \$41,500.00 | \$35,388.00        | \$35,388.00  | (\$6,112.00)  | \$35,880.00      | \$35,880.00  | (\$5,620.00)  |
| 29  | Construct Lateral 25-R Improvements  | 1        | LS   | \$38,616.00        | \$38,616.00 | \$37,154.00        | \$37,154.00  | (\$1,462.00)  | \$41,250.00      | \$41,250.00  | \$2,634.00    |
| 30  | Construct Lateral 26-L Improvements  | 1        | LS   | \$48,872.00        | \$48,872.00 | \$35,838.00        | \$35,838.00  | (\$13,034.00) | \$41,350.00      | \$41,350.00  | (\$7,522.00)  |
| 31  | Construct Lateral 26-R Improvements  | 1        | LS   | \$34,685.00        | \$34,685.00 | \$39,598.00        | \$39,598.00  | \$4,913.00    | \$32,500.00      | \$32,500.00  | \$2,185.00    |
| 32  | Construct Lateral 27-R Improvements  | 1        | LS   | \$53,404.00        | \$53,404.00 | \$37,009.00        | \$37,009.00  | (\$16,395.00) | \$50,650.00      | \$50,650.00  | (\$2,754.00)  |
| 33  | Construct Lateral 28-L Improvements  | 1        | LS   | \$48,905.00        | \$48,905.00 | \$32,208.00        | \$32,208.00  | (\$16,697.00) | \$51,400.00      | \$51,400.00  | \$2,495.00    |
| 34  | Construct protective bollards at identified laterals                                     | 30       | EA   | \$300.00           | \$9,000.00  | \$483.00           | \$14,490.00  | \$5,490.00    | \$1,480.00       | \$44,400.00  | \$35,400.00   |
| 35  | Construct 4-inch water line stop and remove existing upstream isolation valve and vault  | 2        | EA   | \$9,090.00         | \$18,180.00 | \$30,994.00        | \$61,988.00  | \$43,808.00   | \$18,900.00      | \$37,800.00  | \$19,620.00   |
| 36  | Construct 6-inch water line stop and remove existing upstream isolation valve and vault  | 5        | EA   | \$10,455.00        | \$52,275.00 | \$35,572.00        | \$177,860.00 | \$125,585.00  | \$19,200.00      | \$96,000.00  | \$43,725.00   |
| 37  | Construct 8-inch water line stop and remove existing upstream isolation valve and vault  | 2        | EA   | \$11,379.00        | \$22,758.00 | \$42,202.00        | \$84,404.00  | \$61,646.00   | \$21,400.00      | \$42,800.00  | \$20,042.00   |
| 38  | Construct 10-inch water line stop and remove existing upstream isolation valve and vault | 2        | EA   | \$15,771.00        | \$31,542.00 | \$63,535.00        | \$127,070.00 | \$95,528.00   | \$26,320.00      | \$52,640.00  | \$21,098.00   |
| 39  | Construct 12-inch water line stop and remove existing upstream isolation valve and vault | 1        | EA   | \$17,220.00        | \$17,220.00 | \$67,287.00        | \$67,287.00  | \$50,067.00   | \$27,950.00      | \$27,950.00  | \$10,730.00   |
| 40  | Compliance with Caltrans Permit Conditions   | 1        | EA   | \$5,000.00         | \$5,000.00  | \$10,931.00        | \$10,931.00  | \$5,931.00    | \$42,000.00      | \$42,000.00  | \$37,000.00   |
| Tabulated Bid Schedule Total  |  |          |      | \$1,597,031.00     |             | \$1,713,494.00     | \$116,463.00 |               | \$1,746,110.00   | \$149,079.00 |               |
| Listed Total on Bid Schedule  |  |          |      | \$1,597,031.00     |             | \$1,713,494.00     |              |               | \$1,746,110.00   |              |               |
| Bid Difference [Tabulated Total vs Listed Total] (Δ) / Low Bid Difference (%) |  |          |      | \$0.00             |             | \$0.00             | 7.3%         |               | \$0.00           | 9.3%         |               |

**COOPERATIVE AGREEMENT**  
**Between**  
**Cachuma Operation and Maintenance Board**  
**and**  
**Carpinteria Valley Water District**

**(For Collaboration on Rehabilitation Projects Improving the South Coast Conduit  
in the Carpinteria Reach)**

This cooperative agreement (Agreement) is entered into this \_\_\_ Day of \_\_\_\_\_ of 2021 by and between the Carpinteria Valley Water District (“CVWD”) a California County Water District, and the Cachuma Operation and Maintenance Board (“COMB”), a Joint Powers Authority (individually, “Party,” and collectively, “Parties”).

**RECITALS**

**WHEREAS**, COMB operates and maintains certain Cachuma Project facilities pursuant to a Transfer of Operation and Maintenance Contract with the United States Bureau of Reclamation (“Reclamation”), including the intake tower and attached appurtenances at Cachuma Lake, enabling continued gravity flow to the Tecolote Tunnel through to the South Coast Conduit (“SCC”). The SCC is a critical piece of infrastructure that provides for the conveyance of Cachuma Project water and State Project water to over 200,000 residents on the South Coast of Santa Barbara County (“South Coast”); and

**WHEREAS**, since the late 1990s, COMB has made significant progress on the rehabilitation of the SCC system and its appurtenances. Specifically, the upper reach of the SCC system, which includes the area from the South Portal to Lauro Reservoir, was extensively rehabilitated during that time. As part of these efforts, COMB worked with Reclamation and consultant engineers to repair and replace important infrastructure components of the SCC to achieve a reliable conveyance system in the upper reach.

**WHEREAS**, the Carpinteria Valley Water District (“CVWD”) utilizes the SCC in the lower reach, which includes the area from Ortega Reservoir to Carpinteria Reservoir (“Carpinteria Reach”) through the use of structures known as “laterals,” as part of its distribution system; and

**WHEREAS**, approximately thirty (30) lateral structures in the Carpinteria Reach are over seventy (70) years old (“30 laterals”), have corrosion and valve operating limitations and thereby, have reached their maximum life span and are in critical need of rehabilitation; and

**WHEREAS**, COMB developed the Five-Year Infrastructure Improvement Plan (“IIP”) to address deficiencies within the SCC system, including within the Carpinteria Reach; and

**WHEREAS**, the ability for COMB to repair and rehabilitate structures within the Carpinteria Reach, including the 30 laterals, is extremely difficult due to limitations of shutting down the SCC system for the period of time needed to perform the necessary repair work; and

**WHEREAS**, CVWD proposed a collaborative alternative to the IIP, wherein certain structures within the Carpinteria Reach would be rehabilitated utilizing financial assistance from CVWD, with COMB providing alternative SCC system improvements. Specifically, under this alternative plan, CVWD will proceed with and fund the rehabilitation of the 30 laterals (“Lower Reach Lateral Rehabilitation Project”), with COMB installing two (2) new isolation valves on the SCC within the Carpinteria Reach (“SCC Isolation Valve Project”) (collectively, the “Alternative Project”); and

**WHEREAS**, the Alternative Project provides for a target final completion date of Spring 2023 for both the Lower Reach Lateral Rehabilitation Project and the SCC Isolation Valve Project, as well as other IIP projects, including originally-planned work involving the rehabilitation of a portion of the air vacuum/air release–blow-off valves (“AVAR/BO”) located within the Carpinteria Reach (“AVAR/BO Rehabilitation Project”). The Alternative Project will alleviate COMB from rehabilitating the 30 laterals and thereby, allow improved isolation of the SCC system and enable longer shutdowns to repair and maintain the system in the future or during an emergency; and

**WHEREAS**, the AVAR/BO Rehabilitation Project is essential for continued reliable delivery of water through the SCC. COMB retained an engineering consultant to assist COMB with the design of the AVAR/BO Rehabilitation Project, which was divided into six (6) schedules (A through F). During the period 2018 through 2020, Schedules A, B, C, D and E of the AVAR/BO Rehabilitation Project were successfully completed by COMB, with the rehabilitation of 42 AVAR/BO structures; and

**WHEREAS**, Schedule F of the AVAR/BO Rehabilitation Project is located within the Carpinteria Reach and involves the rehabilitation of 12 structures: five (5) AVARs and seven (7) BOs located on the SCC; and

**WHEREAS**, each of the 30 laterals generally contain three (3) vaults with confined space entry requirements: an upstream valve vault; a meter vault; and a downstream valve vault. The six-inch and larger laterals also contain compound meters, which were installed in 1957, and are designed to better measure low flows. The Lower Reach Lateral Rehabilitation Project proposes to remove the three (3) vault structures and the obsolete compound meter from each of the 30 laterals, and replace them with new piping, buried valves, and valve boxes. During the same time period of the Lower Reach Lateral Rehabilitation Project, it is anticipated that existing subgrade AVAR/BOs (in approximately half the 30 laterals) will be raised by COMB above grade as part of the AVAR/BO Rehabilitation Project; and

**WHEREAS**, the dependability of these 30 laterals is essential to provide reliable water service to customers in the Carpinteria Reach. Most of the connections in the 30 laterals require the installation of replacement valves in order to effectively isolate the laterals ahead of any planned SCC shutdown for repairs to the AVAR/BOs as proposed in Schedule F of the AVAR/BO Rehabilitation Project; and

**WHEREAS**, for COMB, the benefit of the Lower Reach Lateral Rehabilitation Project will include the elimination of approximately 90 confined space structures, 16 subgrade AVAR's and associated future structure maintenance. For CVWD, the Lower Reach Lateral Rehabilitation Project will provide more operational flexibility during SCC maintenance and shutdowns; and

**WHEREAS**, the 30 laterals are numbered "1 through 30," and are divided into six (6) separate isolation zones. The first phase of the Lower Reach Lateral Rehabilitation Project is anticipated to include laterals numbered 1 through 6, 12 through 16, and laterals 17 through 20, which are referred to as "Zone 1" (or "Z1"), "Zone 3" (or "Z3"), and "Zone 4" (or "Z4"), respectively. This first phase of the Lower Reach Lateral Rehabilitation Project is anticipated to begin in the 2nd Quarter of FY 2021-2022 (November) and be completed by the 4th Quarter of FY 2021-2022 (May 2022), as noted in the schedule for the Alternative Project ("Schedule"), which is set forth in Table 1 in "Attachment A" to this Agreement and is incorporated herein by reference; and

**WHEREAS**, the second phase of the Lower Reach Lateral Rehabilitation Project will include laterals numbered 7 through 11, laterals numbered 21 through 26 and numbered 27 and 28, which are referred to as "Zone 2" (or "Z2"), "Zone 5" (or "Z5"), and "Zone 6" (or "Z6"), respectively. This second phase of the Lower Reach Lateral Rehabilitation Project is anticipated to begin in the 2nd Quarter of FY 2022-2023 (November 2022) and be completed by the 4th Quarter of FY 2022-2023 (May 2023), as noted in the Schedule, Table 1, Attachment A; and

**WHEREAS**, in performing the Lower Reach Lateral Rehabilitation Project, CVWD shall improve those specific laterals identified by COMB as a priority or preference; and

**WHEREAS**, based on the existing isolation line valves in the Carpinteria Reach, it can be divided into four (4) separate zones for purposes of shutdowns of the SCC system necessary to perform any rehabilitation projects, including the AVAR/BO Rehabilitation Project. During a shutdown of any one of those four (4) zones, CVWD would need to supply water to each lateral within the zone to maintain customer service, which would mainly involve temporary bypass piping and water-tending trucks. CVWD has estimated that it would cost over \$1 million to provide water supplies to its laterals in order to facilitate the shutdowns of the SCC in the four (4) zones as part of the AVAR/BO Rehabilitation Project.

**WHEREAS**, as part of the Alternative Project, CVWD proposes a more viable, permanent solution to providing water during any shutdowns of the SCC system in the Carpinteria Reach, which proposes the installation of robust connection improvements, including the installation of two (2) new isolation valves as part of the SCC Isolation Valve Project. In doing so, the SCC Isolation Valve Project will provide long-term capital improvements in rehabilitating the Carpinteria Reach, rather than expending resources on temporary bypass piping and water-tending trucks; and

**WHEREAS**, the SCC Isolation Valve Project is not part of the SCC AVAR/BO Rehabilitation Project. As such, as part of the Alternative Project, CVWD proposes to fund the SCC Isolation Valve Project by (1) offsetting COMB's originally planned lateral rehabilitation (currently estimated at \$1,000,000) through the use of budgeted capital funding acquired by CVWD; and (2) paying COMB an amount equal to the difference between the costs expended to complete the

SCC Isolation Line Valve Project and those of the Lower Reach Lateral Rehabilitation Project or \$300,000, whichever is less (the "Offset") , from the CVWD capital budget to cover COMB's cost to complete the SCC Isolation Valve Project. In essence, as part of the Alternative Project, in collaboration with CVWD, COMB will shift budgeted funding from its originally-planned lateral rehabilitation project to the SCC Isolation Valve Project, with financial assistance from CVWD, resulting in a long-term benefit and operational flexibility for both COMB and CVWD. CVWD's obligation to pay COMB the cost difference under the Offset is contingent upon the costs expended on the SCC Isolation Valve Project being greater than those expended on the Lower Reach Lateral Rehabilitation Project; and

**WHEREAS**, in regard to the SCC Isolation Valve Project, CVWD and COMB worked together to identify the existing isolation valves to be installed in order to provide the most operational flexibility to facilitate SCC system shutdowns. The two isolation line valves selected for installation as part of the SCC Isolation Valve Project are: (1) one located on the north shoulder of Highway 192, east of La Mirada Drive ("La Mirada" isolation valve); and (2) one located west of Lillingston Canyon Road near Carpinteria Creek ("Lillingston" isolation valve). These two (2) isolation valve locations were also selected to limit potential impacts to Highway 192, including the amount of traffic control that would be required in order to reduce costs; and

**WHEREAS**, the La Mirada isolation valve is proposed to be installed as part of the first phase of the SCC Isolation Valve Project. The engineering for the La Mirada isolation valve was completed at the end of FY 2020-21 (June 2021). COMB's installation of the La Mirada isolation valve would begin and be completed in the 2nd Quarter of FY 2021-2022 (October - December 2021), as noted in the Schedule, Table 1, Attachment A; and

**WHEREAS**, the Lillingston isolation valve is proposed to be installed as part of the second phase of the SCC Isolation Valve Project. The engineering for the Lillingston isolation valve should be completed by the 4<sup>th</sup> Quarter of FY 2021-2022 (June 2022). COMB's installation of the Lillingston isolation valve should begin and be completed in the 2nd Quarter of FY 2022-2023 (October - December 2022), as noted in the Schedule, Table 1, Attachment A; and

**WHEREAS**, three (3) of the remaining five (5) AVAR's on the SCC that require rehabilitation are located subgrade within Highway 192. In October 2020, COMB performed structure maintenance on the three AVAR's in Highway 192 (numbered "643+92," "676+67" and "874+00"). All three of these AVAR's are corroded to the point where their operation is questionable. Of these three AVAR's, only the valve beneath AVAR numbered 874+00 was functional. The valves beneath AVAR's numbered 643+92 and 676+67 are inoperable and do not allow the AVAR's to be replaced; and

**WHEREAS**, in the winter of 2021-2022, COMB plans to replace the AVAR numbered 874+00 without a shutdown of the SCC system. A shutdown, however, is required to replace AVAR's numbered 643+92 and 676+67; and

**WHEREAS**, the existing shutdown zone in the Carpinteria Reach, including the two (2) AVAR's numbered 643+92 and 676+67 would result in outages of the laterals numbered 1

through 11 in said Reach. As part of the SCC Isolation Valve Project, the installation of the La Mirada isolation valve would allow this particular shutdown zone to be split into two (2) segments (“Z1” and “Z2”). The first of these two segments, which includes laterals numbered 1 through 6, has three (3) AVAR’s and two (2) BOs that require rehabilitation. As such, as part of the Lower Reach Lateral Rehabilitation Project, CVWD is anticipated to first start with the rehabilitation of laterals numbered 1 through 6 respectively in Fiscal Year 2021-22 in order to prepare for the anticipated “Z1” shutdown of the SCC in the Carpinteria Reach during the winter of 2021-22; and

**WHEREAS**, on October 29, 2020, the Parties entered into a Letter Agreement under which CVWD shall pay up to \$49,400 for engineering designs for the La Mirada isolation valve (“Letter Agreement”), which is attached hereto as “Attachment B” and incorporated herein by reference; and

**WHEREAS**, engineering designs for the La Mirada isolation valve have been completed and cost approximately \$49,400. CVWD paid for the cost of the engineering designs for the La Mirada isolation line valve as a demonstration of its proposed financial obligations as part of the Alternative Project; and

**WHEREAS**, engineering designs for the Lillingston isolation valve are estimated to cost approximately \$33,500. As part of the Alternative Project, CVWD will pay for the cost of the engineering designs for the Lillingston isolation valve; and

**WHEREAS**, based on bid estimates and historical isolation valve projects, it is estimated that the installation of the La Mirada and Lillingston isolation valves will cost up to \$450,000 and \$500,000, respectively, for a total estimated costs of approximately \$950,000; and

**WHEREAS**, in addition to funding the Lower Reach Lateral Rehabilitation Project, which is currently estimated to cost approximately \$1,000,000, CVWD, as part of the Alternative Project, has proposed to pay COMB the Offset of differential costs expended on the SCC Isolation Valve Rehabilitation Project, estimated to be approximately \$950,000 and those of the Lower Reach Lateral Rehabilitation Project. Specifically, in the event the costs expended on the SCC Isolation Project are greater than those expended on the Lower Reach Lateral Rehabilitation Project; CVWD shall offset COMB’s costs by paying COMB an amount equal to the difference between the costs expended to complete the SCC Isolation Line Project and those of the Lower Reach Lateral Rehabilitation Project or up to \$300,000, whichever is less, rather than expending a similar amount on temporary bypass piping and water tending trucks necessary during a shutdown of the SCC system for rehabilitation projects; and

**WHEREAS**, the proposed Alternative Project, including the Lower Reach Lateral Rehabilitation Project and the SCC Isolation Valve Project, require approval from Reclamation prior to any construction.

**NOW, THEREFORE**, based on the foregoing, the Parties hereby agree to the following:

1. Project Schedule. The Schedule for the Alternative Project is set forth in Table 1,

Attachment A to this Agreement and is incorporated herein by reference.

1.1. As set forth in the Schedule, the Parties anticipate that the Alternative Project will be completed before April 2023.

1.2. The Parties shall work together to meet the timelines set forth in the Schedule. The Parties understand that the timelines in the Schedule are subject to change due to emergency conditions, including those related to the declared drought emergency. In addition, in the event that any necessary changes are agreed-upon, the Schedule will be adjusted pursuant to negotiation and agreement between the Parties.

2. COMB Obligations and Duties. COMB agrees to:

2.1. Subject to approval by Reclamation, enter into this Agreement regarding the Alternative Project under which the Parties will collaborate on rehabilitation projects improving the SCC in the Carpinteria Reach;

2.2. Perform the SCC Isolation Valve Projects as follows:

a. Install the La Mirada isolation valve as part of the first phase, pursuant to the Schedule set forth in Table 1, Attachment A, in coordination with the schedule of CVWD's performance of the Lower Reach Lateral Rehabilitation Project; and

b. Subject to the Review of Progress of Work, as described herein-below in Section 4, install the Lillingston isolation valve as part of the second phase, pursuant to the Schedule set forth in Table 1, Attachment A, in coordination with CVWD's performance of the Lower Reach Lateral Rehabilitation Project; and

2.3. Cooperate and coordinate with engineering consultants and CVWD staff when carrying out and implementing this Agreement regarding the Alternative Project;

2.4. Participate in meetings regarding the Alternative Project, when appropriate;

2.5. Reasonably and timely notify CVWD if assumptions regarding the SCC Isolation Valve Projects change after work begins on said Project;

2.6. Reasonably and timely notify CVWD when an invoice for work on the SCC Isolation Valve Project is received and the amount of said invoice is due, in the event the costs of the SCC Isolation Valve Project exceed those of the Lower Reach Lateral Rehabilitation Project;

2.7. Provide legal access to the SCC to CVWD and its contractors for the purpose of performing the work under this Agreement; and



3. CVWD Obligations and Duties. CVWD agrees to:

3.1. Subject to approval of Reclamation, to enter into this Agreement regarding the Alternative Project under which the Parties will collaborate on rehabilitation projects improving the SCC in the Carpinteria Reach;

3.2. Perform the Lower Reach Lateral Rehabilitation Project pursuant to the Schedule set forth in Table 1, Attachment A, in coordination with COMB's performance of the SCC Isolation Valve Project;

3.3. Pursuant to the Letter Agreement dated October 29, 2020, attached as Attachment B to this Agreement, pay, up to the total amount of \$49,400, for the engineering designs for the La Mirada isolation valve as part of the SCC Isolation Valve Project, pursuant to the Schedule set forth in Table 1, Attachment A;

3.4. Pay, up to the total amount of \$33,500, for the engineering designs for the Lillingston isolation valve as part of the SCC Isolation Valve Project, pursuant to the Schedule set forth in Table 1, Attachment A;

3.5. In the event the costs expended on the SCC Isolation Project are greater than those expended on the Lower Reach Lateral Rehabilitation Project, CVWD shall pay COMB for the work performed on the SCC Isolation Valve Project up to the total amount of \$300,000 or equal to the difference between the costs expended to complete the SCC Isolation Valve Project and those of the Lower Reach Lateral Rehabilitation Project, whichever is less.

3.6. Promptly pay invoices for the work performed on the SCC Isolation Valve Project, upon the request of COMB;

3.7. At its option, request that any surplus unexpended funds held by COMB on behalf of CVWD under the terms and conditions of the 1996 Amended and Restated Agreement for the Establishment of a Board of Control to Operate and Maintain the Cachuma Project – Cachuma Operation and Maintenance Board, dated May 23, 1996 ("COMB JPA Agreement") be used to pay for all or part of outstanding invoices for the work performed on the SCC Isolation Valve Projects;

3.8. Cooperate and coordinate with engineering consultants and COMB staff when carrying out and implementing this Agreement regarding the Alternative Project;

3.9. Participate in meetings regarding the Alternative Project, when appropriate;

3.10. Reasonably and timely notify COMB if assumptions regarding the Lower Reach Lateral Rehabilitation Project change after work begins on said Project;

3.11. Provide legal access to the SCC's Carpinteria Reach to COMB and its contractors for the purpose of performing the work under this Agreement; and

4. Review of Progress of Work. The Parties agree that upon completion of the first phase of the Lower Reach Lateral Rehabilitation Project, involving Zones 1, 3, and 4, anticipated in the 4th Quarter of FY 2021-2022 (April 2022), as noted in the Schedule set forth in Table 1, Attachment A, the Parties shall review and evaluate the progress of the work to date, including the performance of the work and the amount of funds expended on said Project (the "Review"). This Review shall occur no later than the end of the 4th Quarter of FY 2021-2022 (June 30, 2022), and can be initiated by written notice by either Party.

4.1. Upon notice of such a Review, the Parties shall have thirty (30) days to conduct said Review.

4.2. As part of this Review, the Parties shall consider whether they are satisfied with the progress and nature of the work being performed on said Project, including whether the work has been cost-effective and within the estimated budget.

4.3. If a Party believes the work to date is not satisfactory and/or is not within the anticipated budgetary cost estimates, within thirty (30) days from the completion of the Review, the Party shall inform the other Party of any such concerns, including any proposed changes or revisions necessary to address and remedy said concerns. During this 30-day period, each Party shall provide notice to the other Party whether it intends to proceed with the next scheduled phase of the Alternative Project, as set forth in the Schedule in Table 1, Attachment A, or whether it will terminate this Agreement, as provided in this Agreement.

5. Performance. The Parties agree to perform, comply with and satisfy all of the terms and conditions of this Agreement.

6. Standards of Performance. All work performed by the Parties or their respective contractors under this Agreement shall be sufficient to meet the purposes specified herein and shall be rendered in accordance with the accepted practices and to the standards of said contractors' profession. Accordingly, the Parties and their respective contractors shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which their contractors are engaged. All products of whatsoever nature, which the Parties and their contractors deliver pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in these contractors' profession.

7. Provision of Information. The Parties shall make available all data and information in their respective possession necessary for the satisfactory preparation and completion of the work under this Agreement, and shall actively aid and assist the other Party in obtaining such information from other agencies and individuals, if necessary.

8. Permits and Licenses. The Parties agree that they shall procure all necessary permits and licenses for the respective work they are performing under this Agreement

from all agencies having jurisdiction in the Alternative Project area. Copies of such permits and licenses shall be maintained for a period of at least three (3) years after the completion of the Alternative Project.

9. Term of Agreement. The term of this Agreement will begin on the date this Agreement is signed by both Parties, and will remain in full force and effect until the completion of the work of the Alternative Project, subject to earlier termination as provided in this Agreement, and with said term subject to extension by mutual written agreement of the Parties. As noted in the Schedule in Table 1, Attachment A, it is anticipated that the work under this Agreement will be completed before April 2023.

10. Termination of Agreement. Except as otherwise provided in this Agreement, the Parties may terminate this Agreement at any time by giving the other Party at least thirty (30) days written notice thereof. Upon termination, any outstanding invoices shall be paid for that portion of the work completed prior to termination.

11. Indemnification. Each Party shall indemnify the other Party against any and all claims, damages, liabilities, losses, costs and expenses (including reasonable attorneys' fees) arising out of any facility or thing furnished by the indemnifying party in connection with the work performed and activities under this Agreement, arising out of any acts done or words spoken by persons furnished therefore by it and/or or any use of any material furnished therefore by it, or arising out of or caused by its breach of any warranty or agreement contained in this Agreement. Each Party shall provide the other party with prompt written notice of any such claims of which the first Party is aware, and the Parties shall cooperate in the defense and resolution of such claims.

11.1. The indemnification and hold harmless obligations provided in this Agreement shall continue in full force and effect during the entire term of this Agreement, and shall also survive the expiration or termination of this Agreement.

12. Insurance. In the performance of the work under this Agreement, each Party shall require its respective contractors to maintain the following minimum liability and property damage insurance in the amount of (no less than): (a) general liability of Two Million Dollars (\$2,000,000) for each occurrence; (b) automobile liability of One Million Dollars (\$1,000,000.00) for each occurrence of bodily injury and property damage; and (c) professional liability (errors and omissions) of Two Million Dollars (\$2,000,000.00) for liability aggregate ("Policy"). The Policy shall name the respective Party as an additional insured and contain a provision that coverage afforded under the Policy shall be for the duration of the performance of the work, and shall not be canceled or not renewed until at least thirty (30) days' prior written notice to the Parties by certified or registered mail with proof of receipt. Each Party shall require that their respective contractors' Policy be issued by responsible insurers that are admitted in California and have a current A. M. Best's rating of no less than A:VII or equivalent.

13. Modification of Agreement. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall only

be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

14. Entire Agreement. This Agreement, which incorporates herein the Letter Agreement in Attachment A, supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, representation, warranty, condition or promise related to the subject matter of this Agreement that is not contained in this Agreement shall be valid or binding.

15. Governing Law. The Parties agree that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, shall be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of California, in Santa Barbara County, without regard to the jurisdiction in which any action or special proceeding may be instituted.

16. Dispute Resolution. In the event a dispute arises out of, or in connection with, this Agreement, the Parties shall attempt to resolve the dispute through friendly consultation.

16.1. If the dispute is not resolved within a reasonable period, then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation.

17. Records. Each Party shall retain all its records relating to this Agreement for a period of three (3) years following expiration or termination of the Agreement, or following resolution of any dispute under this Agreement, whichever occurs later.

18. Severability. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other remaining provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

19. Non-Assignment. The Parties shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the Parties, and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

20. Nature of Relationship. The Parties agree that nothing in this Agreement is intended, or is to be deemed, to create a partnership or joint venture between the parties.

20.1. The Parties further agree that their work and activities under this Agreement are performed as independent agencies. None of the employees or agents of any Party shall be employees or agents of any other Party to this Agreement.

20.2. Except as provided in this Agreement, the Parties' respective responsibilities relating to the SCC and the Carpinteria Reach, and any associated facilities and structures, shall not be altered by this Agreement.

21. No Waiver. No waiver or modification of any of the terms of this Agreement shall be valid unless in writing. No waiver by either Party of a breach or default of this Agreement shall be deemed a waiver by such Party of any subsequent breach or default.

22. Third Party. Nothing in this Agreement, expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any Party to the Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any Party to this Agreement.

23. Counter Parts. This Agreement may be executed in one or more counterparts, and shall become effective when one (1) or more counterparts have been signed by all of the Parties; each counterpart shall be deemed an original, but all counterparts shall constitute a single document.

24. Notices. All notices, demands, and communications between the Parties shall be in writing and duly addressed as indicated below and given by email, personal delivery, registered or certified mail (postage prepaid and return receipt requested), Federal Express or other reliable private express delivery, or by facsimile transmission.

24.1. Such notices, demands, or communications shall be deemed received (a) upon delivery, if personally served or sent by facsimile, or (b) after three (3) business days, if given or sent by any other approved manner specified above.

24.2. Any Party to this Agreement may change its below-specified name, address, facsimile number, or person to whom attention should be directed by giving notice as specified in this Section.

24.3. Notices, demands, and communications under this Agreement shall be duly addressed and sent as follows:

To CVWD:  
Attn: Robert McDonald, General Manager  
[Bob@CVWD.net](mailto:Bob@CVWD.net)  
1301 Santa Ynez Ave  
Carpinteria CA, 93013  
805- 684-2816, ext. 123

TO COMB:  
Attn: Janet Gingras, General Manager  
[jgingras@cachuma-board.org](mailto:jgingras@cachuma-board.org)  
3301 Laurel Canyon Road,  
Santa Barbara CA 93105  
805 687- 4011 ext. 201

25. Authority. The individuals signing this Agreement represent and warrant that they have the authority to enter into and sign this Agreement on behalf of the Party they represent, and that the consent, approval, or signature of or by any other person or third party is not required to legally bind their Party to the terms and conditions of this Agreement.

This Agreement shall be effective as of the date noted on page one (1) of this Agreement.

**IN WITNESS WHEREOF**, the undersigned execute this Agreement on behalf of the Parties.

Acknowledged and Agreed

Date: \_\_\_\_\_, 2021

\_\_\_\_\_  
Mathew Roberts, Board President,  
Carpinteria Valley Water District

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Roger Myers, General Counsel

Acknowledged and Agreed

Date: \_\_\_\_\_, 2021

\_\_\_\_\_  
Kristen Sneddon, Vice-President  
Cachuma Operation & Maintenance  
Board

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
General Counsel




## CENTRAL COAST WATER AUTHORITY

### MEMORANDUM

October 20, 2021

**TO:** CCWA Board of Directors

**FROM:** Ray A Stokes  
Executive Director 

**CC:** Douglas S. Brown, Bond Counsel to CCWA

**SUBJECT:** Approval to Participate in the Creation of the Water Infrastructure Financing Authority for Water Infrastructure Improvement Benefitting the Authority

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#### SUMMARY

Due to uncertainty of the timing of implementation of the Contract Extension Amendment, CCWA and certain other SWP Contractors have discussed the need for an alternative option to finance the SWP Contractors' share of the DWR capital expenditures for the interim period. This report proposes the creation of a financing joint powers authority (JPA), to be called the "Water Infrastructure Financing Authority" (WIFA), for this purpose.

#### RECOMMENDATIONS

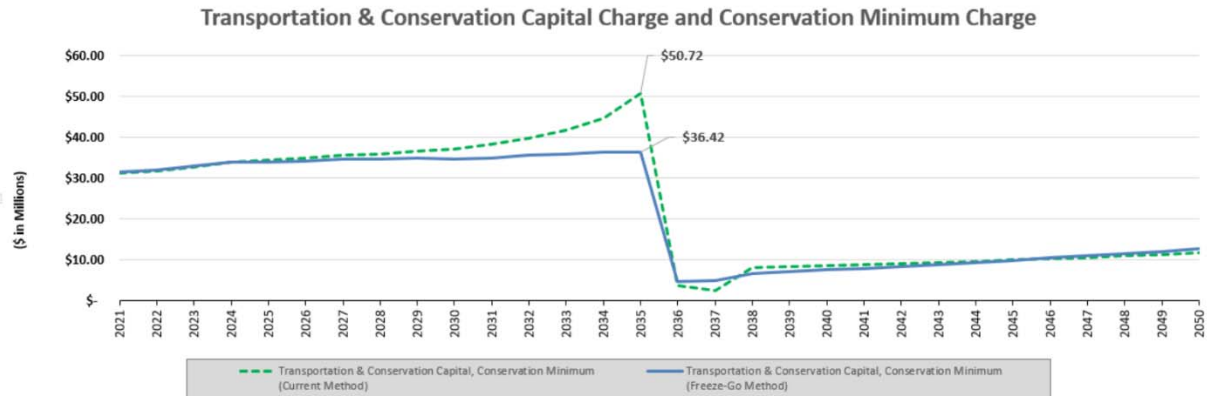
1. Receive and provide comments on this report, and
2. Approve Resolution 21-07: "Resolution of the Central Coast Water Authority Authorizing the Execution and Delivery of a Joint Exercise of Powers Agreement to Create the Water Infrastructure Financing Authority and Authorizing Certain Other Matters in Connection Therewith."

#### DISCUSSION

##### A. BACKGROUND

DWR will not issue revenue bonds beyond the current project repayment period—2035. This means that instead of paying for large capital expenditures over a typical 30-year bonding period, SWP Contractors will be repaying the costs on an ever-shortening term which will cause a compression and escalation of costs. DWR's current capital cost projection indicate it will spend between \$500 to \$600 million per year in capital expenditures (total estimate of around \$6.5 billion to the year 2035).

The following graph shows the impact of the cost compression issue compared to implementing the Contract Extension Amendment and corresponding "Billing Transitions Date" in 2024 for all capital-related charges for CCWA capital-related charges only:

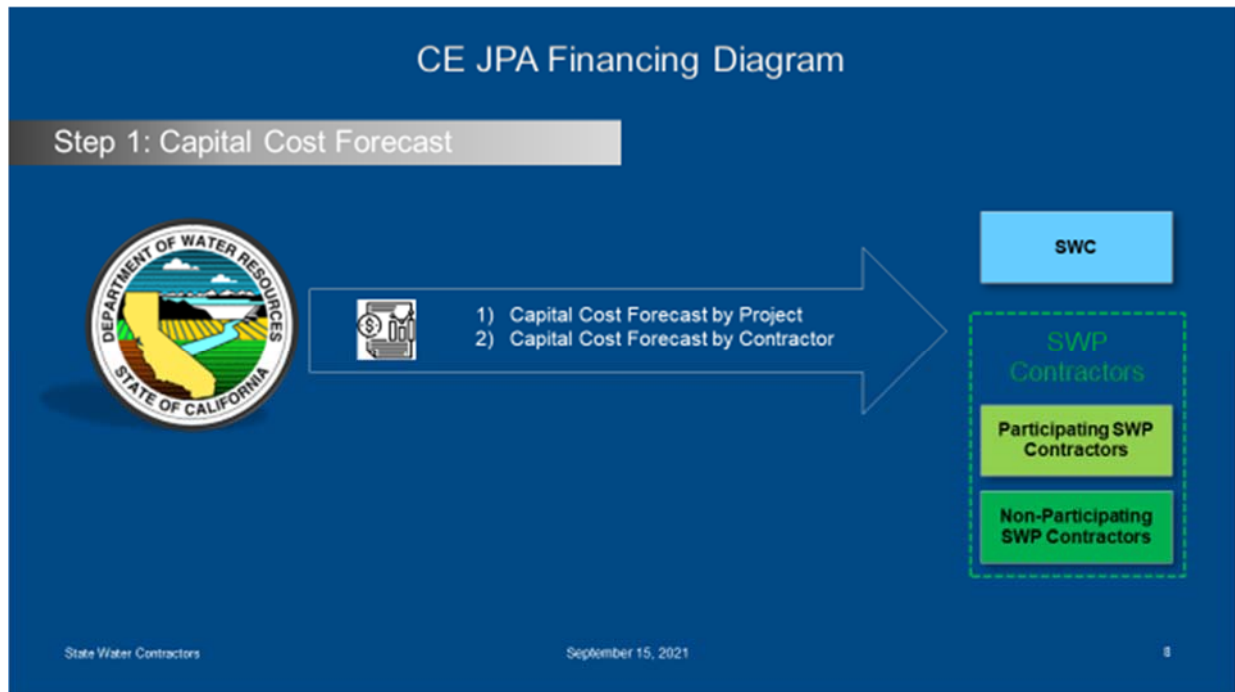


**B. WATER INFRASTRUCTURE FINANCING AUTHORITY (WIFA)**

With the proposed WIFA JPA, two or more SWP Contractors would come together to form the JPA with the expressed purpose of issuing long-term (30 year) bonds for each participating Contractor's share of DWR's anticipated capital expenditures over a 2 or 3 year period (i.e., bond issuance every 2 to 3 years for the anticipated DWR capital expenditures).

When the bond proceeds are received from the bond sale, each participating SWP Contractor would direct the bond trustee to forward the bond proceeds to DWR to pay for that Contractor's share of the capital project. The participating SWP Contractor would then pay the cost of the capital expenditure over the 30 year term of the bond to the WIFA JPA instead of the compressed project repayment period to 2035 under the DWR statement of charges.

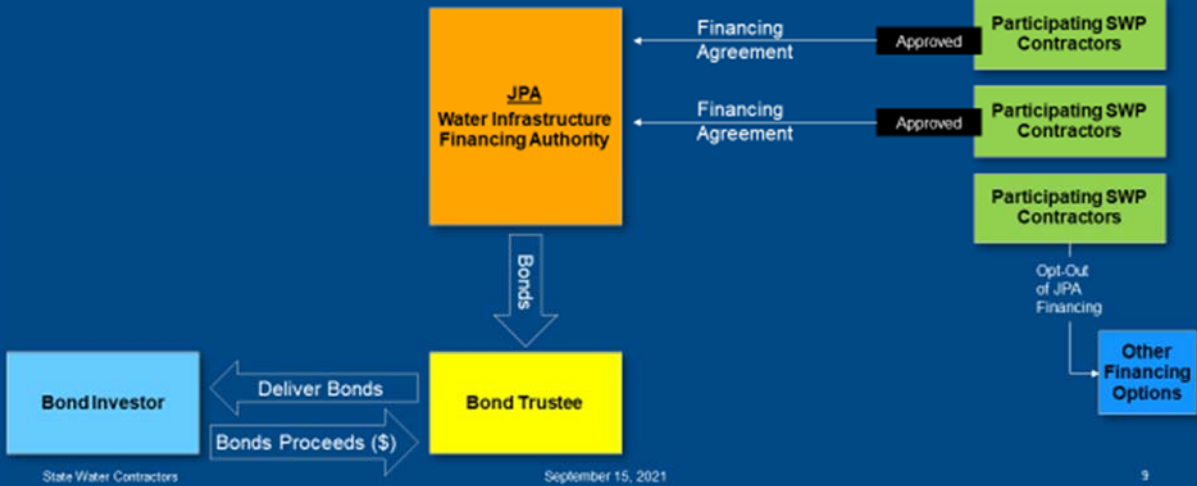
The following slides show how the bond proceeds would flow between the bond investors, bond trustee, WIFA JPA participant and DWR.





# CE JPA Financing Diagram

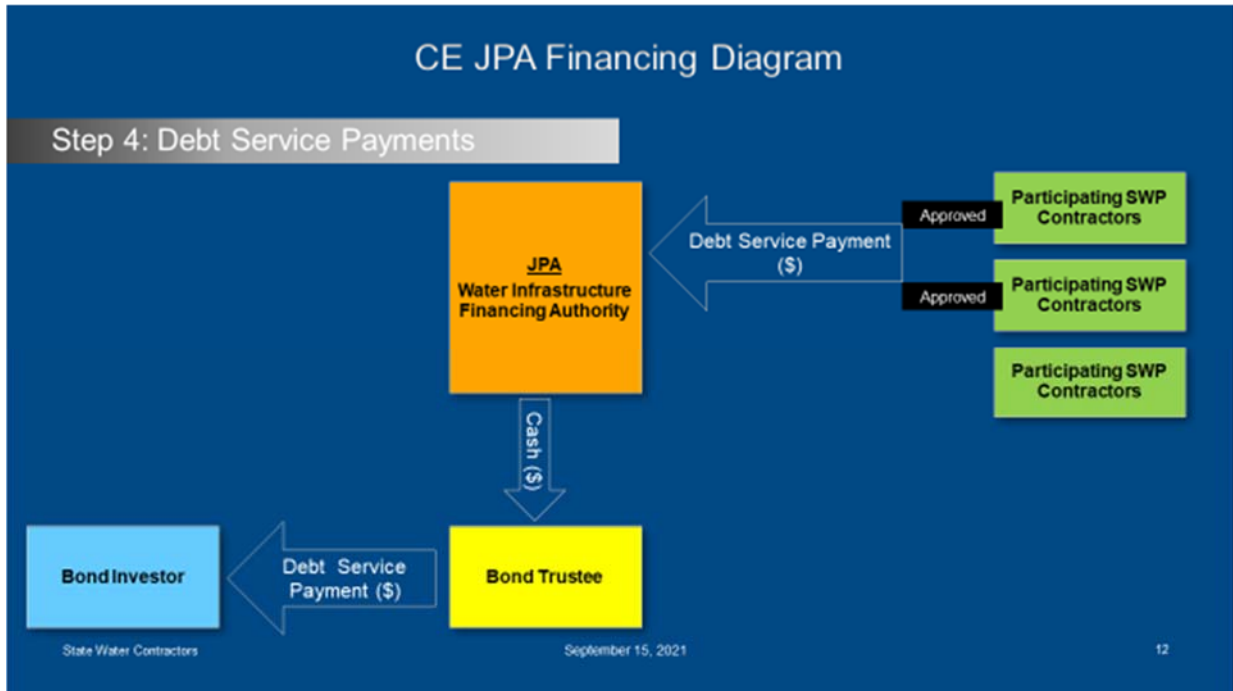
## Step 2: Capital Cost Financing



# CE JPA Financing Diagram

## Step 3: Disbursement of Bond Proceeds





### C. QUESTIONS AND ANSWERS

1. *What are the shared financial liabilities at the Financing JPA level? Would a participating Contractor be liable for payment defaults of other Financing JPA participants?*

*Answer:* No member of the Financing JPA would be responsible for debt obligations of other Financing JPA participants. Each participant would be solely responsible for their own debt issued under the JPA.

2. *If one Contractor has good credit but another JPA participant does not, does that make the Contractor with a better credit rating ability to issue debt more costly?*

*Answer:* Each Financing JPA participant's credit rating will be the basis for their own tranche of bonds within a aggregated bond issuance. In other words, there may be multiple tranches of bonds within one bond issuance with each tranche based solely on the credit rating of that participant's bond rating.

3. *What happens when DWR starts issuing bonds again, on a different schedule? Would JPA participants be responsible for 2 different stacks of debt?*

*Answer:* When DWR resumes issuing long-term debt for future capital projects, DWR will allocate the costs of the new capital projects to all SWP Contractors. JPA participants will then pay the costs of the new capital projects only, but DWR will not bill JPA participants for the capital projects that were paid for with proceeds from the Financing JPA.

4. *Can a JPA participant withdraw/terminate its participation in the JPA if no longer needed?*

*Answer: Yes*

5. *What's the advantage of issuing debt through the Financing JPA vs Contractors issuing their own bonds?*

*Answer: The primary advantage of the Financing JPA is sharing the costs of bond issuance with the other participants of the Financing JPA. If a JPA participant were to issue its own bonds every three or four years for their estimated share of DWR capital costs, the bond issuance costs would have to pay for all bond issuance costs.*

6. *Could individual Contractors finance their own capital expenditures through the Financing JPA?*

*Answer: Yes.*

7. *How much will it cost to stand up the Financing JPA?*

*Answer: Essentially just the filing fee with the Secretary of State of \$15. All other legal fees, etc. have been minimal and would be charged to the participants of the Financing JPA once it is stood up.*

#### **D. CURRENT STATUS OF OTHER WIFA PARTICIPANTS**

CCWA has been notified by at least two other SWP Contractors of their interest to participate in the WIFA once CCWA has approved its creation.

#### **CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE**

The creation of the Financing JPA, the execution of the Joint Exercise of Powers Agreement and all steps that are reasonably convenient or necessary to create the Financing JPA, does not constitute a project or projects under CEQA because: the proposed actions represent administrative activities of the Authority that will not result in direct or indirect physical changes in the environment (Section 15378(b)(5) of the CEQA Guidelines); and it can be seen with certainty that there is no possibility that the proposed action in question may have a significant effect on the environment, and thus the proposed action is not subject to CEQA (Section 15061(b)(3) of the CEQA Guidelines).

#### **Attachments**

1. CCWA Resolution 21-07
2. Joint Exercise of Powers Agreement by and among Central Coast Water Authority [Member 2] creating the Water Infrastructure Financing Authority, \_\_\_\_\_, 2021.

RAS

RESOLUTION NO. 21-07

RESOLUTION OF THE CENTRAL COAST WATER AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF A JOINT EXERCISE OF POWERS AGREEMENT TO CREATE THE WATER INFRASTRUCTURE FINANCING AUTHORITY AND AUTHORIZING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, Central Coast Water Authority (the "Authority"), acting pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "JPA Law"), may enter into a joint exercise of powers agreement with one or more other public agencies pursuant to which such contracting parties may jointly exercise any power common to them and, pursuant to Government Code § 6588, exercise certain additional powers; and

WHEREAS, the Authority and certain other public agencies ("Additional Members") desire to create and establish the Water Infrastructure Financing Authority (the "Financing JPA") pursuant to the JPA Law to assist the Authority and Additional Members in issuing revenue bonds or incurring other financial obligations from time-to-time; and; and

WHEREAS, there has been presented to the Board at this meeting a proposed form of a Joint Exercise of Powers Agreement, dated as of October 1, 2021 (the "Joint Exercise of Powers Agreement"), by and among the Authority and Additional Members, which Joint Exercise of Powers Agreement creates the Financing JPA; and

WHEREAS, under California law and the Joint Exercise of Powers Agreement, the Financing JPA will be a public entity separate and apart from the Authority and Additional Members, and the debts, liabilities and obligations of the Financing JPA will not be the debts, liabilities or obligations of the Authority or Additional Members or any representative of the Authority or Additional Members serving on the governing body of the Financing JPA; and

WHEREAS, the Board has reviewed the Joint Exercise of Powers Agreement and the provisions of the California Environmental Quality Act ("CEQA") and has considered whether any direct or indirect physical changes to the environment will result from entering into the Joint Exercise of Powers Agreement and from creating the Financing JPA, and has considered whether taking either or both of those actions may possibly have a significant effect on the environment.

NOW, THEREFORE, the Board of Directors of the Central Coast Water Authority hereby finds, determines, declares and resolves as follows:

SECTION 1. The statements, findings, and determinations set forth above and in the preambles of the documents approved by this resolution are true and correct.

SECTION 2. The Joint Exercise of Powers Agreement, in substantially the form attached hereto as Exhibit A and, upon execution as authorized below made a part hereof as though set forth in full herein, is hereby approved. The Chairman or Vice Chairman of the Board and Secretary of the Board or the Executive Director of the Authority are hereby authorized to execute and deliver the Joint Exercise of Powers Agreement substantially in the approved form, with such changes, insertions and omissions as may be recommended by the Authority's General Counsel or Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel, with said execution being conclusive evidence of such approval.

SECTION 3. The Board does hereby determine that authorizing (1) the creation of the Financing JPA, (2) the execution of the Joint Exercise of Powers Agreement, and (3) all steps

that are reasonably convenient or necessary to create the Financing JPA, does not constitute a project or projects under CEQA because: the proposed actions represent administrative activities of the Authority that will not result in direct or indirect physical changes in the environment (Section 15378(b)(5) of the CEQA Guidelines); and it can be seen with certainty that there is no possibility that the proposed action in question may have a significant effect on the environment, and thus the proposed action is not subject to CEQA (Section 15061(b)(3) of the CEQA Guidelines).

SECTION 4. \_\_\_\_\_ is hereby appointed the initial representative of the Authority to serve on the board of directors of the Financing JPA and \_\_\_\_\_ is hereby appointed the initial alternate to serve on the board of directors of the Financing JPA.

SECTION 5. The Chairman or Vice Chairman of the Board and Secretary of the Board or the Executive Director of the Authority are hereby authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Joint Exercise of Powers Agreement.

SECTION 6. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Joint Exercise of Powers Agreement unless the context otherwise clearly requires.

SECTION 7. This resolution shall take effect immediately.

Vote on the Resolution by roll call resulted as follows:

|  | <u>VOTING</u>     | <u>AYE</u> | <u>NAY</u> | <u>ABSTAIN</u> | <u>ABSENT</u> |
|--|-------------------|------------|------------|----------------|---------------|
|  | <u>PERCENTAGE</u> |            |            |                |               |
| City of Buellton   | 2.21%             |            |            |                |               |
| Carpinteria Valley Water District  | 7.64%             |            |            |                |               |
| Goleta Water District  | 17.20%            |            |            |                |               |
| City of Guadalupe  | 1.15%             |            |            |                |               |
| Montecito Water District   | 9.50%             |            |            |                |               |
| City of Santa Barbara  | 11.47%            |            |            |                |               |
| City of Santa Maria  | 43.19%            |            |            |                |               |
| Santa Ynez River Water Conservation District, Improvement District No. 1 | 7.64%             |            |            |                |               |

I certify that the foregoing resolution was adopted by the Board of Directors of the Central Coast Water Authority at a regular meeting held October 28, 2021.

\_\_\_\_\_  
Chair

[SEAL]

Attest:

\_\_\_\_\_  
Secretary of the Board of Directors

EXHIBIT A

JOINT EXERCISE OF POWERS AGREEMENT

CREATING THE

WATER INFRASTRUCTURE FINANCING AUTHORITY

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**JOINT EXERCISE OF POWERS AGREEMENT**

**by and among**

**CENTRAL COAST WATER AUTHORITY**

**and**

\_\_\_\_\_

**creating the**

**WATER INFRASTRUCTURE FINANCING AUTHORITY**

\_\_\_\_\_, 2021

## JOINT EXERCISE OF POWERS AGREEMENT

THIS AGREEMENT, dated \_\_\_\_\_, 2021, by and among the CENTRAL COAST WATER AUTHORITY, a joint exercise of powers agency that is duly organized and existing under and by virtue of the laws of the State of California (the “Central Coast Water Authority”), and [MEMBER 2], \_\_\_\_\_ that is organized and existing under and by virtue of the laws of the State of California (the “[Member 2]”), and the other parties set forth in Exhibit A as it may be revised from time to time, each a public agency that is organized and existing under and by virtue of the laws of the State of California (the “Additional Members”).

### DECLARATION OF PURPOSE

A. Chapter 5 of Division 7 of Title 1 of the California Government Code, Government Code sections 6500 et seq., (the “Act”) authorizes the Central Coast Water Authority and the [Member 2] to create a joint exercise of powers entity which has the power to exercise any powers common to the Central Coast Water Authority and the [Member 2] and to exercise additional powers granted to it under the Act. This Agreement creates such an agency, which shall be known as the Water Infrastructure Financing Authority (the “Authority”) for the purposes and to exercise the powers described herein.

B. The Members have determined to develop a means to facilitate the financing of the implementation of water infrastructure programs to provide a more reliable and affordable water supply to the Members and their respective rate payers.

C. The Members are each authorized to plan for, design, construct, operate, maintain, repair and replace water-related facilities and to buy, sell, lease and use property and to incur indebtedness for public purposes pursuant to the California Water Code, the California Government Code and other laws of the State of California.

D. The Members desire to use any and every power common to them and the other powers granted to the Authority pursuant to the Act for the purpose of financing the costs of water infrastructure program.

E. Article 4 of the Act, Government Code sections 6584 et seq., (known as the “Marks-Roos Local Bond Pooling Act of 1985”) authorizes and empowers joint powers agencies like the Authority to issue bonds and to purchase bonds issued by, or to make loans to, the Members for financing public capital improvements, working capital, liability and other insurance needs, or projects whenever there are significant public benefits, as determined by the Authority. The Marks-Roos Local Bond Pooling Act of 1985 further authorizes and empowers the Authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sale.

### TERMS OF AGREEMENT

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this Section 1 shall for all purposes of this Agreement have the meanings herein specified.

“Act” shall mean Articles 1, 2 and 4 of Chapter 5 of Division 7 of Title 1 of the California Government Code, Government Code sections 6500 et seq., as amended.

“Additional Members” shall mean a Member other than the Central Coast Water Authority and the [Member 2].



“*Agreement*” shall mean this Joint Exercise of Powers Agreement creating the Authority, as it may be amended from time to time.

“*Authority*” shall mean the Water Infrastructure Financing Authority created by this Agreement.

“*Board*” or “*Board of Directors*” shall mean the governing board of the Authority.

“*Bonds*” shall have the same meaning as in Government Code section 6585(c), and in addition shall include, without limitation, bonds, loans, notes and any other evidences of indebtedness of the Authority authorized and issued pursuant to the Act or other available financing mechanism.

“*Director*” shall mean a member of the Board appointed to the Board pursuant to Section 4(b) of this Agreement.

“*Indenture*” shall mean each indenture, trust agreement, loan agreement, resolution or other such instrument pursuant to which Bonds are issued.

“*Members*” shall mean Central Coast Water Authority and [Member 2] and the Additional Members listed in Exhibit A of this Agreement.

“*Project*” shall mean generally water-related capital improvement projects, including, but not limited to, water supply, water conservation, water conveyance, water storage, recycled water or water reuse, stormwater capture, water conveyance, groundwater storage, wastewater treatment, alternative energy, environmental preservation or ecosystem restoration projects, identified in a Project Agreement financed or refinanced by the Authority for the benefit of the Member or Members who are parties to such Project Agreement.

“*Project Agreement*” shall mean an agreement entered into by one or more Members and the Authority pursuant to which the Authority agrees to finance or refinance a Project specified in such agreement and the Member(s) is obligated to make payments to the Authority with respect to the financial obligations incurred by the Authority for purposes of financing or refinancing the applicable Project, all in accordance with the terms and conditions of any such Project Agreement.

“*State*” shall mean the State of California.

Section 2. Purpose. This Agreement is made pursuant to the Act for the purpose of assisting in the financing and refinancing of capital improvements, working capital for the Members and other costs described in the Act by exercising the powers referred to in this Agreement. Any Bonds issued by the Authority shall be solely for Projects benefiting the Member or Members, as provided in the applicable Project Agreement.

Section 3. Term. This Agreement shall become effective as of the date hereof (the “Effective Date”) and shall continue in full force and effect until (i) the date which is the 40<sup>th</sup> anniversary of the Effective Date or (ii) the date on which the Members terminate this Agreement in writing; provided however this Agreement shall not terminate so long as any Bonds or other obligations of the Authority remain outstanding under the terms of any Indenture, Project Agreement, contract, agreement, or other instrument pursuant to which such Bonds are issued or other obligations are incurred.

Section 4. The Authority.

(a) *Creation of the Authority.* There is hereby created pursuant to the Act an authority and public entity to be known as the “Water Infrastructure Financing Authority.” As provided in the Act, the Authority shall be a public entity separate from the Members. The geographic boundaries of the Authority shall be coextensive with the boundaries of all of the Members. The debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Members. Notwithstanding any other provision of this Agreement, the Authority shall have no power to incur any debt, liability or obligation that is not subject to and limited by the preceding sentence, including but not limited to any debt, liability or obligation to a public retirement system or otherwise for pension, health care or other retirement benefits.

Within 30 days after the effective date of this Agreement or any amendment hereto, the Authority will cause a notice of this Agreement or amendment to be prepared and filed with the office of the Secretary of State of the State in the manner that is set forth in Section 6503.5 of the Act, and, to the extent required, with the Local Agency Formation Commission under Section 6503.8 of the Act. Such notice shall also be filed with the office of the Finance Director of the State.

(b) *Governing Board.* The Authority shall be administered by a Board of Directors, which is hereby established, consisting of one (1) Director for each Member, whom shall be designated by the Member by motion or resolution of the governing board of the Member, which motion or resolution shall be filed with the Authority.

Each Member shall, from time to time, designate a Director and an alternate, which shall be a governing board member of the Member or employee of the Member, to represent the Member on the Board. The alternate shall be entitled to all rights as a Director, including rights of voting in the absence of the Director. Directors and alternates shall serve for so long as they are either serving a term to the governing body of, or are in the active employ of, the appointing Member, unless earlier removed from such position as Director or alternate, as applicable, by the governing body of the appointing Member. Directors and alternates shall serve at the pleasure of the governing board of the appointing Member and may be removed at any time, with or without cause, in the sole discretion of the appointing Member's governing board.

Directors shall not receive any compensation by the Authority for serving as such, but shall be entitled to reimbursement for any expenses actually incurred and not reimbursed by the Member that appointed such Director in connection with serving as a Member, if the Board shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose. Members may provide for per diem or other compensation for their appointed Director from the Member's own funds, provided such is not a charge against the Authority.

(c) *Meetings of Board.*

(1) The Board shall hold regular meetings on the first and third [Wednesdays] of each calendar month at [8:30 A.M.] at the offices of the [Central Coast Water Authority] unless the Board determines to meet at an alternate time or location in accordance with California law. The Board may suspend the holding of regular meetings so long as there is no need for Authority business. The Board may hold special meetings at any time and from time to time in accordance with law, provided that, so long as required by the Act, any action taken regarding the sale of Bonds shall occur by resolution placed on a noticed and posted meeting agenda for a regular meeting of the Authority.

(2) All regular and special meetings of the Board shall be called, noticed, held and conducted subject to the provisions of the Ralph M. Brown Act (Chapter 9 of Part 1 of Division 2 of Title 5 of the California Government Code), or any successor legislation hereafter enacted.

(3) The Secretary of the Authority shall cause minutes of all meetings of the Board to be kept and shall, as soon as practicable after each meeting, cause a copy of the minutes to be forwarded to each member of the Board and to the Members.

(4) A majority of the members of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

(d) *Voting.* Each Director representing his or her appointing Member shall have one vote. Unless specified to the contrary herein, all actions of the Board shall be approved on the affirmative vote of a majority of the quorum of Directors present at the meeting. In the event of a tie vote among the Directors voting, the matter will not be considered to have passed.

(e) *Officers; Duties; Bonds.*

(1) The officers of the Authority shall be the Chair, Vice Chair, Executive Director, Secretary and Treasurer, who will each serve at the pleasure of the Board.

(2) The Director to the Authority from the [Central Coast Water Authority], or his or her alternate or designee, shall serve as the first Chair of the Authority for one-year from the Effective Date. After such period, the Chair shall be elected by a vote of the Board for a one year term. The Chair shall preside at all meetings of the Authority.

(3) The Board shall select from its members a Vice Chair who shall serve as Vice Chair of the Authority. The term of office of the Vice Chair shall be one year. Following the expiration of such term, a Vice Chair shall be elected by a vote of the Board. The Vice Chair shall perform the duties of the Chair in the absence or incapacity of the Chair. In case of a vacancy in the position of the Chair, the Vice Chair shall perform the duties of the Chair, until such time as a new Chair is selected or appointed.

(4) The Executive Director of the [Central Coast Water Authority] is hereby designated as the initial Executive Director of the Authority. By a vote of the Board, the Authority may give notice to [Central Coast Water Authority] of its desire to replace the initial Executive Director. The Authority and [Central Coast Water Authority] shall engage in a good faith discussion of this desire for a period of at least thirty (30) days. If following the thirty-day period the Authority and the [Central Coast Water Authority] have not been able to resolve any outstanding issues, the Board may remove or appoint a new Executive Officer pursuant to a vote.

The Executive Director shall be responsible for execution and supervision of the affairs of the Authority. Except as otherwise authorized by resolution of the Board, the Executive Director or the Executive Director's designee shall sign all contracts, deeds and other instruments executed by the Authority. In addition, subject to the applicable provisions of any Indenture providing for a trustee or other fiscal agent, the Executive Director is designated as a public officer or person who has charge of, handles or has access to any property of the Authority, and shall file an official bond if so required by the Board pursuant to Section 6505.1 of the Act. In addition to the powers, duties and responsibilities provided herein, the Executive Director shall have such powers, duties and responsibilities as may be hereinafter granted or imposed, as the case may be, by the Board.

(5) The Secretary of the Board of the [Central Coast Water Authority] shall serve as the initial Secretary until such time as the Board may appoint a replacement. The Secretary shall keep the records of the Authority, shall act as Secretary at the meetings of the Authority and record all

votes, and shall keep a record of the proceedings of the Authority in a journal of proceedings to be kept for such purpose, and shall perform all duties incident to the office.

(6) The Controller of the [Central Coast Water Authority] shall serve as the initial Treasurer of the Authority until the Board may appoint a replacement. The Treasurer of the Authority shall have the powers, duties and responsibilities that are specified in Sections 6505 and 6505.5 of the Act. The Treasurer of the Authority is designated as a public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond as required by the Board pursuant to Section 6505.1 of the Act. The cost of the bond shall be paid by the Authority.

(7) So long as required by Sections 6505 and 6505.5 of the Act, the Treasurer of the Authority shall prepare or cause to be prepared: (a) a special audit as required pursuant to Section 6505 of the Act every year during the term of this Agreement; and (b) a report in writing on the first day of July, October, January and April of each year to the Board and the Members, which report shall describe the amount of money held by the Treasurer of the Authority for the Board, the amount of receipts since the last such report, and the amount paid out since the last such report (which may exclude amounts held by a trustee or other fiduciary in connection with any Bonds to the extent that such trustee or other fiduciary provides regular reports covering such amounts).

(8) The services of the officers shall be without compensation by the Authority. The [Central Coast Water Authority] may provide such other administrative services as required by the Authority.

(9) The Board shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

(10) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pension, relief, disability, worker's compensation and other benefits which apply to the activities of officers, agents or employees of the Members when performing their respective functions within such Member's territorial limits, shall apply to them to the same degree and extent while engaged in the performance of any of their functions and duties extraterritorially for or on behalf of the Authority under the provisions of this Agreement.

(11) None of the officers, agents or employees, if any, directly employed by the Authority shall be deemed, by reason of their employment by the Authority, to be employed by a Member or, by reason of their employment by the Authority, to be subject to any of the requirements or benefits to any of the Members.

(12) The Members hereby confirm their intent and agree that, as provided in Section 4(a) hereof and in the Act, the debts, liabilities and obligations of the Authority shall not constitute debts, liabilities or obligations of the Members, and they do not intend by the following sentence to impair this provision. Notwithstanding Section 4(a) hereof, the confirmation provided immediately above, and the Act, each Member shall indemnify, defend and hold harmless the Authority and each other Member and each of the Authority and the other Member's officers, directors, employees, attorneys and agents from and against any and all costs, expenses, losses, claims, damages, and liabilities directly or indirectly arising out of or in connection with any negligent or wrongful act or omission of such Member in the performance of this Agreement, and the Members intend that each Member provide indemnity or contribution in proportion to that Member's responsibility for any such claim, damage, loss, judgment, liability, expense or other cost, as determined under principles of comparative negligence. Each Member may elect to defend itself in any such action with counsel of its choice, the reasonable fees

of such counsel to be paid by such Member providing indemnification under this section. Notwithstanding the provisions of Section 895.6 of the Government Code of the State, a Member shall not have any right to contribution from the Authority. This paragraph shall survive the termination of this Agreement.

(13) In any event, the Authority shall cause all records regarding the Authority's formation, existence, operations, any Bonds issued by the Authority, obligations incurred by it and proceedings pertaining to its termination to be retained for at least six (6) years following termination of the Authority or final payment of any Bonds issued by the Authority, whichever is later.

(14) Confirmation of officers shall be the first order of business at the first meeting of the Authority, regular or special, held in each calendar year.

(15) No Board member, officer, agent or employee of the Authority, without prior specific or general authority under this agreement or by a vote of the Board, shall have any power or authority to bind the Authority by any contract, to pledge its credit, or to render it liable for any purpose in any amount.

Section 5. Powers. The Authority shall have any and all powers which are common powers of the Members, and the powers separately conferred by law upon the Authority. All such powers, whether common to the Members or separately conferred by law upon the Authority, are specified as powers of the Authority, except any such powers which are specifically prohibited to the Authority by applicable law. The Authority's exercise of its powers is subject to the restrictions upon the manner of exercising the powers of the [Central Coast Water Authority].

The Authority is hereby authorized, in its own name, to do all acts necessary or convenient for the exercise of its powers, including, but not limited to, any or all of the following: to sue and be sued; to make and enter into contracts; to employ agents, consultants, attorneys, accountants, and employees; to acquire, hold or dispose of property, whether real or personal, tangible or intangible, wherever located; to issue Bonds or otherwise incur debts, liabilities or obligations, except for any debt, liability or obligation to a public retirement system or otherwise for pension, health care or other retirement benefits, to the extent authorized by the Act or any other applicable provision of law and to pledge any property or revenues or the rights thereto as security for such Bonds and other indebtedness

Notwithstanding the foregoing, the Authority shall have any additional powers conferred under the Act or under applicable law, insofar as such additional powers may be necessary to accomplish the purposes set forth in Section 2 hereof.

Section 6. Termination of Powers. The Authority shall continue to exercise the powers herein conferred upon it until the termination of this Agreement in accordance with Section 3 hereof.

Section 7. Fiscal Year and Budgeting. The first fiscal year of the Authority shall be the period from the effective date of this Agreement to June 30, 2022. Each subsequent fiscal year of the Authority shall be the period from July 1 of each year through June 30 of the succeeding year, unless changed by resolution of the Board.

The Authority shall develop, circulate, and approve an annual budget for the funding of its administrative and other functions. The budget shall be prepared by the Executive Director. No later than March 1 prior to the beginning of the fiscal year for which the budget is to operate, the Executive Director shall present and circulate to all Members the proposed budget, for review and analysis. The circulated budget shall include the underlying presumptions and worksheets upon which it is based. The Executive

Director or his or her designee, shall be reasonably available to respond promptly to any inquiries or information requests regarding the proposed budget. No later than thirty (30) days after presentation of the budget, the Board shall meet to deliberate and pass upon the budget. The Board may accept, reject, or modify in any way the budget as proposed by the Executive Director.

Initially, the [Central Coast Water Authority] shall perform the accounting and revenue collection functions of the Authority, tracking and securing the funding from the Members pursuant to the approved annual budget, and consistent with the approved cost allocations among the Members approved therewith. The [Central Coast Water Authority] shall perform such functions until such time as a different Member or other entity is selected by the Board to perform the accounting and revenue collection functions of the Authority and tracking and securing the funding from the Members pursuant to the approved annual budget.

In the event of any delinquency, the [Central Coast Water Authority] may request the Authority to appoint it, or any other Member or group of Members, to represent the Authority, as its agent, in securing collection of unpaid and owing amounts from any delinquent Member or Members. The reasonably incurred costs of such collection efforts may be reimbursed to the agent authorized by the Authority to go forward with them, and may be added as an administrative cost to other Members, or as a credit against future amounts owing to the Authority from such authorized agent.

Section 8. Disposition of Assets. Upon termination of this Agreement pursuant to Section 3 hereof, any surplus money in possession of the Authority or on deposit in any fund or account of the Authority shall be returned in proportion to any contributions made as required by Section 6512 of the Act. The Board is vested with all powers of the Authority for the purpose of concluding and dissolving the business affairs of the Authority. After rescission or termination of this Agreement pursuant to Section 3 hereof, all property of the Authority, both real and personal (except for any surplus money, which shall be distributed pursuant to the first sentence of this Section), shall be distributed to the Members in proportion to their contributions.

Section 9. Contributions and Advances. Contributions or advances of public funds and of personnel, equipment or property may be made to the Authority by a Member for any of the purposes of this Agreement. Administrative costs owed to the Authority are intended to be recovered pursuant to the terms of the Project Agreement executed by the Members. Only Members executing a Project Agreement shall be required to pay such administrative costs.

Section 10. Bonds.

(a) *Authority to Issue Bonds.* When authorized by the Act or other applicable provisions of law and by resolution of the Board, the Authority may issue Bonds for the purpose of raising funds for the exercise of any of its powers or to otherwise carry out its purposes under this Agreement. Said Bonds shall have such terms and conditions as are authorized by the Board. The issuance of Bonds shall be approved by the affirmative vote of a majority of the total number of Directors of the Authority.

(b) *Bonds Limited Obligations.* The Bonds, including the principal and any purchase price thereof, and the interest and premium, if any, thereon, shall be special obligations of the Authority payable solely from, and secured solely by, the revenues, funds and other assets that are pledged therefor under the applicable Indenture(s), and shall not constitute a charge against the general credit of the Authority or the Members.

The Bonds shall not be secured by a legal or equitable pledge of, or lien or charge upon or security interest in, any property of the Authority or any Members (other than revenues or other funds of the Member executing a Project Agreement to secure such Bonds, and only to the extent set forth in such Project Agreement) or any Authority income or receipts or any Member's income or receipts (other than income or receipts of the Member executing a Project Agreement and only to the extent set forth in such Project Agreement) except the property, income and receipts pledged therefor under the applicable Indenture(s). The Bonds shall not constitute a debt, liability or obligation of the State or any public agency thereof, including any Member, other than the special obligation of the Authority as described above. Neither the faith and credit nor the taxing power of the State or any public agency thereof, including any Member, shall be pledged to the payment of the principal or purchase price of, or the premium, if any, or interest on the Bonds, nor shall the State or any public agency or instrumentality thereof, including any Member, in any manner be obligated to make any appropriation for such payment. The Authority shall have no taxing power.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any director, officer, agent or employee of the Authority or a Member, in his or her individual capacity, and no director or officer of the Authority executing a Bond shall be liable personally on such Bond or be subject to any personal liability or accountability by reason of the issuance of such Bond.

Section 11. Agreement not Exclusive. This Agreement shall not be exclusive and shall not be deemed to amend or alter the terms of other agreements between the Members, except as the terms of this Agreement shall conflict therewith, in which case the terms of this Agreement shall prevail.

Section 12. Project Agreements. The rights and obligations of the Members and the Authority with respect to any Bonds issued by the Authority shall be set forth in the respective Project Agreements to be authorized by the Board of the Authority and the governing board of the participating Members and executed and delivered by the Authority and the participating Members. Each Project Agreement shall include provisions to ensure that such Member will comply with the provisions of any Indenture related to such Project Agreement.

Section 13. Additional Members. It is recognized that public agencies other than the original Members to this Agreement may wish to participate in the Authority. As determined by the Board of Directors, in its sole discretion, any such public agency must have the common powers specified in the Declaration of Purpose, above. Additional public agencies may become Members upon such terms and conditions as approved by a majority vote of the Board, including establishment of an appropriate cost allocation for that Additional Member and payment by the Additional Member of an acceptable financial contribution to offset prior expenses or obligations incurred by the existing Members, if any. The Authority shall revise Exhibit A to reflect such Additional Member and shall attach the revised Exhibit A as a replacement exhibit. Such replacement Exhibit A shall not constitute an amendment to this Agreement.

Section 14. Withdrawal of a Member. Any Member seeking to withdraw from the Authority shall give at least one hundred eighty (180) days written notice of its election to do so. Such written notice must state the date on which the withdrawal shall be effective. Notice must be given to each Director of the Board and to the Executive Director. The application of the withdrawing Member shall include a plan for the allocation to the withdrawing Member any reimbursement or payment to the Authority of any appropriate costs, expenses, or obligations of the Authority, assumed by or benefitting such withdrawing Member, previously incurred by the Authority. Upon withdrawal, the withdrawing Member shall no longer be a Member, and shall no longer have any obligations under this Agreement; provided that the withdrawing Member shall remain liable for its share of debt service with respect to any outstanding

Bonds or amounts payable under a Project Agreement. Any Member that withdraws shall remain subject to the provisions of Section 4(e)(12) with respect to any event or occurrence taking place before such Member withdraws.

Section 15. Accounts and Reports. All funds of the Authority shall be strictly accounted for in books of account and financial records maintained by the Authority, including a report of all receipts and disbursements. The Authority shall establish and maintain such funds and accounts as may be required by generally accepted accounting principles and by each Indenture for outstanding Bonds (to the extent that such duties are not assigned to a trustee for owners of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by the Members and their representatives.

The Authority shall require that each Indenture shall provide that if a trustee is appointed thereunder, such trustee shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of such Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out the requirements of this Section 15.

(a) Audits. The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Authority in compliance with the requirements of the Act. Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section 15, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

(b) Audit Reports. The Treasurer of the Authority, as soon as practicable after the close of each fiscal year but in any event within the time necessary to comply with the requirements of the Act, shall file a report of the audit performed pursuant to this Section 15(b) as required by the Act and shall send a copy of such report to public entities and persons in accordance with the requirements of the Act.

Section 16. Funds. Subject to the provisions of each Indenture for outstanding Bonds providing for a trustee to receive, have custody of and disburse funds which constitute Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to accounting procedures approved by the Board and shall make the disbursements required by this Agreement or otherwise necessary to carry out the provisions and purposes of this Agreement.

Section 17. Adoption of Certain Codes and Policies. The Authority shall, by resolution, adopt a Conflict of Interest Code, an investment policy and a debt management policy to the extent required by law. Such Conflict of Interest Code, investment policy and debt management policy may initially be the respective code or policies of the [Central Coast Water Authority].

Section 18. Notices. Notices and other communications hereunder to the parties shall be sufficient if delivered to the clerk or secretary of the governing body of each party.

Section 19. Effectiveness. This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of the Members when each party has executed a counterpart of this Agreement.

Section 20. Severability. Should any part, term, or provision of this Agreement be decided by the courts to be illegal or in conflict with any law of the State, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms or provisions hereof shall not be affected thereby.



Section 21. Successors; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, neither party may assign any right or obligation hereunder without the consent of the other.

Section 22. Amendment of Agreement. This Agreement may be amended by supplemental agreement executed by all of the Members at that time; provided, however, that this Agreement may be terminated only in accordance with Section 3 hereof and, provided further, that such supplemental agreement shall be subject to any restrictions contained in any Bonds or documents related to any Bonds to which the Authority is a party.

Section 23. Waiver of Personal Liability. No Member, member of the Board, officer, counsel, employee or other agent of the Authority or the Members shall be individually or personally liable for any claims, losses, damages, costs, injury and liability of any kind, nature or description arising from the actions of the Authority or the actions undertaken pursuant to this Agreement, and the Authority shall defend such Members, members of the Board, officers, counsel, employees or other agent of the Authority against any such claims, losses, damages, costs, injury and liability. Without limiting the generality of the foregoing, no Member, member of the Board, officer, counsel, employee or other agent of the Authority or of any Member shall be personally liable on any Bonds or be subject to any personal liability or accountability by reason of the issuance of Bonds pursuant to the Act and this Agreement. To the full extent permitted by law, the Board shall provide for indemnification by the Authority of any person who is or was a member of the Board, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in the course and scope of his or her office, employment or agency. In the case of a criminal proceeding, the Board may provide for indemnification and defense of a member of the Board, or an officer, employee or other agent of the Authority to the extent permitted by law.

Section 24. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

Section 25. Miscellaneous. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 26. Duties. Where reference is made to duties to be performed for the Authority by a public official or employee, such duties may be performed by that person's duly authorized deputy or assistant. Where reference is made to actions to be taken by a Member, such action may be exercised through the officers, staff or employees of such Member in the manner provided by law.

Section 27. Principal Office. The principal office of the Authority shall be the principal office of the [Central Coast Water Authority] unless the Board designates a different principal office by motion or resolution.

Section 28. Controlling Law. THIS AGREEMENT IS MADE IN THE STATE, UNDER THE CONSTITUTION AND LAWS OF THE STATE AND IS TO BE CONSTRUED AS A CONTRACT MADE AND TO BE PERFORMED IN THE STATE.

Section 29. Complete Agreement. Except as provided in Section 11 hereof, this Agreement is the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof, which supersedes and merges all prior proposals, understandings, and other agreements,

whether oral, written, or implied in conduct, between the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officers or officials thereunto duly authorized, as of the day and year first above written.

CENTRAL COAST WATER AUTHORITY

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

[MEMBER 2]

By: \_\_\_\_\_  
[Title]

ATTEST:

\_\_\_\_\_  
Secretary

EXHIBIT A  
AUTHORITY MEMBERS

1. Central Coast Water Authority
2. [Member 2]

Matthew Roberts  
President  
Case Van Wingerden  
Vice President  
Polly Holcombe  
Shirley L. Johnson  
Kenneth Stendell



## AGENDA ADMINISTRATIVE COMMITTEE

October 22, 2021 at 12:00 p.m.

GENERAL MANAGER

Robert McDonald, P.E. MPA

### Tele-Meeting

<https://us06web.zoom.us/j/83103876798?pwd=dHVpMUxoZGVMMTFoMmxLcnQ5TWJDQT09>

Meeting ID: 831 0387 6798

Passcode: 387359

Dial by your location  
+1 669 900 6833 US (San Jose)

**THE CARPINTERIA VALLEY WATER DISTRICT HAS DETERMINED THIS MEETING TO BE AN ESSENTIAL PUBLIC MEETING THAT WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-29-20 AND N-33-20 AND SANTA BARBARA COUNTY HEALTH OFFICER'S ORDER**

In response to the spread of the COVID-19 virus, Governor Newsom has temporarily suspended the requirement for local agencies to provide a physical location from which members of the public can observe and offer public comment and has ordered all Californians to stay home except as needed to maintain continuity of operations of certain critical infrastructure.

**To minimize the potential spread of the COVID-19 virus, the Carpinteria Valley Water District is not permitting public access to the City Council Chamber and Boardroom for this meeting.** Instead, you are strongly encouraged provide the Board with public comment in one of the following ways:

1. Submitting a Written Comment. If you wish to submit a written comment, please email your comment to the Board Secretary at [Public.Comment@cvwd.net](mailto:Public.Comment@cvwd.net) by **11:00 A.M. on the day of the meeting**. Please limit your comments to 250 words. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations.
2. Providing Verbal Comment Telephonically. If you wish to make either a general public comment or to comment on a specific agenda item as it is being heard please send an email to the Board Secretary at [Public.Comment@cvwd.net](mailto:Public.Comment@cvwd.net) by **11:00 A.M. on the day of the meeting** and include the following information in your email: (a) meeting date, (b) agenda item number, (c) subject or title of the item, (d) your full name, (e) your call back number including area code. During public comment on the agenda item specified in your email, District staff will make every effort to contact you via your provided telephone number so that you can provide public comment to the Board electronically.

Please note the President has the discretion to limit the speaker's time for any meeting or agenda matter. Since this is an evolving COVID-19 situation, CVWD will provide updates to any changes to this policy as soon as possible. The public is referred to the website at [www.cvwd.net](http://www.cvwd.net). Thank you in advance for taking all precautions to prevent spreading the COVID-19 virus.

- I. CALL TO ORDER**
- II. PUBLIC FORUM** (Any person may address the Administrative Committee on any matter within its jurisdiction which is not on the agenda)
- III. OLD BUSINESS** -none
- IV. NEW BUSINESS.**
  - A. Consider proposed new charge for after hour callouts for water service turn on.**
  - B. \*\*Consider Proposal to develop a basis of design for Replacement of Smillie Well from Pueblo Water Resources.**
  - C. \*\*Consider Greenhouse groundwater monitoring & self-certification policy for Santa Barbara County CDP permits issued in Carpinteria Valley.**
- V. [CLOSED SESSION]: CONFERENCE WITH REAL PROPERTY NEGOTIATORS Government Code section 54956.8**  
**Property: Cachuma Water Supply Contract**  
**Agency negotiator: Robert McDonald, General Manager**  
**Negotiating parties: US Bureau of Reclamation**  
**Under negotiation: Project Annual Yield**
- VI. ADJOURNMENT.**

Robert McDonald, Board Secretary

Note: The above Agenda was posted at Carpinteria Valley Water District Administrative Office in view of the public no later than 12:00 p.m., October 19, 2021. The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied benefits of, the District's programs, services, or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at (805) 684-2816. Notification at least twenty-four (24) hours prior to the meeting will enable the District to make appropriate arrangements.

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Carpinteria Valley Water district offices located at 1301 Santa Ynez Avenue, Carpinteria during normal business hours, from 8 am to 5 pm.

\*\*Indicates attachment of document to agenda packet.



A REGULAR MEETING OF THE OPERATING COMMITTEE
of the
CENTRAL COAST WATER AUTHORITY

will be held at 9:00 a.m., on Thursday, October 14, 2021
via URL: https://meetings.ringcentral.com/j/1469597795
or via telephone by dialing 1(623) 404-9000 and entering code 146 959 7795#

CCWA's Committee meetings are conducted pursuant to California Government Code Section 54953 and Governor Newsom's Executive Orders (N-25-20, N-29-20 and N-35-20), temporarily suspending portions of the Brown Act in response to the COVID-19 pandemic. Members of the Committee will participate in this meeting by video call or telephone.

Public Comment on agenda items may occur via video call or telephonically, or by submission to the CCWA Board Secretary via email at lfw@ccwa.com no later than 8:00 a.m. on the day of the meeting. In your email, please specify (1) the meeting date and agenda item (number and title) on which you are providing a comment and (2) that you would like your comment read into the record during the meeting. If you would like your comment read into the record during the meeting (as either general public comment or on a specific agenda item), please limit your comments to no more than 250 words.

Every effort will be made to read comments into the record, but some comments may not be read due to time limitations. Please also note that if you submit a written comment and do not specify that you would like this comment read into the record during the meeting, your comment will be forwarded to Board members for their consideration.

Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Committee less than seventy-two (72) hours prior to the meeting will be available on the CCWA internet web site, accessible at https://www.ccwa.com.

- Eric Friedman
Chairman
Ed Andrisek
Vice Chairman
Ray A. Stokes
Executive Director
Brownstein Hyatt
Farber Schreck
General Counsel

- Member Agencies
City of Buellton
Carpinteria Valley
Water District
City of Guadalupe
City of Santa Barbara
City of Santa Maria
Goleta Water District
Montecito Water District
Santa Ynez River Water
Conservation District,
Improvement District #1
Associate Member
La Cumbre Mutual
Water Company

- I. Call to Order and Roll Call
II. \* Consideration of a Resolution No. 21-01 to Authorize the Operating Committee to Meet via Remote Teleconference Pursuant to the Brown Act as Amended by Assembly Bill 361- For Approval
III. Public Comment - (Any member of the public may address the Committee relating to any matter within the Committee's jurisdiction. Individual Speakers may be limited to five minutes; all speakers to a total of fifteen minutes.)
IV. \* Consent Calendar
A. Minutes of the July 8, 2021 Operating Committee Meeting - For Approval
V. Executive Director's Report
A. Operations Update - For Information Only
\* B. Pacheco Reservoir Expansion Project - For Information Only
C. Water Supply Situation Report and Supplemental Water Purchase Program Update - For Information Only
\* D. CCWA/San Luis Obispo County State Water Transfer Proposal - For Discussion
\* E. Ventura-Santa Barbara Counties Intertie Project - For Information Only
\* F. DWR Capital Cost Compression and Possible Financing JPA - For Information Only
VI. CLOSED SESSION
A. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Government Code section 54956.9(d)(1)
Name of case: CCWA et al. v. SBCFCWCD et al. [Case No. 21CV02432]
VII. RETURN TO OPEN SESSION
VIII. Reports from Committee Members for Information Only
IX. Date of Next Regular Meeting: January 13, 2022
X. Adjournment

255 Industrial Way
Buellton, CA 93427
(805) 688-2292
Fax (805) 686-4700
www.ccwa.com



## CACHUMA OPERATION AND MAINTENANCE BOARD

### Operations Committee Meeting

Thursday, October 21, 2021  
1:00 P.M.

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#### **BY TELECONFERENCE**

NOTICE: Pursuant to California Government Code sections 54953(b)(1), (b)(2), (e)(1) and (e)(3) (AB 361), members of the Cachuma Operation & Maintenance Board (COMB) Board of Directors, staff, and members of the public will participate in this meeting electronically by video and/or teleconference, as described below.

#### **HOW TO OBSERVE THE MEETING**

Members of the public may observe the meeting as set forth below.

**Join via video conference:**

<https://us02web.zoom.us/j/81952994152?pwd=dDJ1TFVVDK2o1NE9tSE16bFNFWFtFBdz09>

Passcode: 238244

**Join via teleconference:**

US: +1 669 900 6833 Conference ID: 819 5299 4152 Passcode: 238244

#### **HOW TO MAKE A PUBLIC COMMENT**

Any member of the public may address the Board on any subject within the jurisdiction of the Board of Directors. The total time for this item will be limited by the President of the Board. The Board is not responsible for the content or accuracy of statements made by members of the public. No action will be taken by the Board on any Public Comment item.

**By Video:** Those observing the meeting by video may make comments during designated public comment periods using the “raise hand” feature. Commenters will be required to unmute their respective microphone when providing comments.

**By Telephone:** Those observing the meeting by telephone may make comments during the designated public comment periods by pressing \*9 on the key pad to indicate such interest. Commenters will be prompted to press \*6 to unmute their respective telephone when called upon to speak.

#### **AMERICANS WITH DISABILITIES ACT**

In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Cachuma Operation and Maintenance Board office at (805) 687-4011 at least 48 hours prior to the meeting to enable the Board to make reasonable arrangements.



# CACHUMA OPERATION & MAINTENANCE BOARD

## Operations Committee Meeting

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Thursday, October 21, 2021  
1:00 P.M.

### AGENDA

Chair: Director Sneddon  
Member: Director Holcombe

1. Call to Order
2. Public Comment (*Public may address the Committee on any subject matter not on the agenda and within the Committee's jurisdiction*)
3. Infrastructure Improvement Projects (IIP) (*for information and possible recommendation*)
  - COMB/Carpinteria Valley Water District (CVWD) Draft Cooperative Agreement
  - LaMirada Isolation Valve – Construction Contract / Construction Management Services Contract
    - Tierra Contracting, Inc.
    - Flowers & Associates, Inc.
  - AVAR/BO Rehabilitation Construction Contracts
    - Cushman Contracting, Inc.
    - Cal-Portland
  - Secured Pipeline Project – Contract Addendum for Construction Documents and Bid Phase Services
    - Makai Ocean Engineering, Inc.
  - Mobile Office Building Replacement – Contract Addendum
    - Atlas Performance Industries, Inc.
4. Adjournment

#### NOTICE TO THE PUBLIC

**Public Comment:** The public is welcome to attend and observe the meeting via remote teleconference. A public comment period will be included at the meeting where any member of the public may address the Committee on any subject within the Committee's jurisdiction. The total time for this item will be limited by the Chair.

**Americans with Disabilities Act:** In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Cachuma Operation & Maintenance Board (COMB) at 687-4011 at least 48 hours prior to the meeting to enable staff to make reasonable arrangements.

[This Agenda was posted at COMB offices, 3301 Laurel Canyon Road, Santa Barbara, CA and Noticed and Delivered in Accordance with Section 54954.1 and .2 of the Government Code.]



**REGULAR MEETING  
OF THE  
CACHUMA OPERATION AND MAINTENANCE BOARD**

**Monday, October 25, 2021  
1:00 P.M.**

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**BY TELECONFERENCE**

**NOTICE:** Pursuant to California Government Code sections 54953(b)(1), (b)(2), (e)(1) and (e)(3) (AB 361), members of the Cachuma Operation & Maintenance Board (COMB) Board of Directors, staff, and members of the public will participate in this meeting electronically by video and/or teleconference, as described below.

**HOW TO OBSERVE THE MEETING**

Members of the public may observe the meeting as set forth below.

**Join via video conference:**

<https://us02web.zoom.us/j/83344689475?pwd=c1NEVTFwZzIVcW84NE5nSFovbnlMUT09>

Passcode: 786096

**Join via teleconference:**

US: +1 669 900 6833 Conference ID: 833 4468 9475 Passcode: 786096

**HOW TO MAKE A PUBLIC COMMENT**

Any member of the public may address the Board on any subject within the jurisdiction of the Board of Directors. The total time for this item will be limited by the President of the Board. The Board is not responsible for the content or accuracy of statements made by members of the public. No action will be taken by the Board on any Public Comment item.

**By Video:** Those observing the meeting by video may make comments during designated public comment periods using the “raise hand” feature. Commenters will be required to unmute their respective microphone when providing comments.

**By Telephone:** Those observing the meeting by telephone may make comments during the designated public comment periods by pressing \*9 on the key pad to indicate such interest. Commenters will be prompted to press \*6 to unmute their respective telephone when called upon to speak.

**AMERICANS WITH DISABILITIES ACT**

In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Cachuma Operation and Maintenance Board office at (805) 687-4011 at least 48 hours prior to the meeting to enable the Board to make reasonable arrangements.

**REGULAR MEETING  
OF THE  
CACHUMA OPERATION AND MAINTENANCE BOARD**

---

**Monday, October 25, 2021**

**1:00 PM**

**AGENDA**

**NOTICE:** This Meeting shall be conducted through remote access as authorized and in accordance with Government Code section 54953 and the California Governor's Executive Order's N-08-21, N-15-21 and as amended by AB 361.

- 1. CALL TO ORDER, ROLL CALL**
- 2. RESOLUTION NO. 735 – CONFIRMATION OF LOCAL EMERGENCY - RATIFICATION OF GOVERNOR NEWSOM'S DECLARED STATE OF EMERGENCY (HEALTH AND SAFETY)**  
Action: Recommend approval by motion and roll call vote of the Board
- 3. PUBLIC COMMENT** *(Public may address the Board on any subject matter within the Board's jurisdiction. See "Notice to the Public" below.)*
- 4. CONSENT AGENDA** *(All items on the Consent Agenda are considered to be routine and will be approved or rejected in a single motion. Any item placed on the Consent Agenda may be removed and placed on the Regular Agenda for discussion and possible action upon the request of any Board Member.)*  
Action: Recommend Approval of Consent Agenda by motion and roll call vote of the Board:
  - a. Minutes of September 27, 2021 Regular Board Meeting
  - b. Investment of Funds
    - Financial Reports
    - Investment Reports
  - c. Review of Paid Claims
- 5. VERBAL REPORTS FROM BOARD COMMITTEES**  
Receive verbal information regarding the following committee meetings:
  - Fisheries Committee Meeting – October 15, 2021
  - Operations Committee Meeting - October 21, 2021
- 6. FINANCIAL REVIEW – 1<sup>ST</sup> QUARTER FISCAL YEAR 2021-22**  
Action: Receive and file information on the 1<sup>ST</sup> Quarter Fiscal Year 2021-22 Financial Review
- 7. COMB / CARPINTERIA VALLEY WATER DISTRICT (CVWD) DRAFT COOPERATIVE AGREEMENT**  
Action: Receive information on the Draft Cooperative Agreement and provide direction to staff, as appropriate

- 8. INFRASTRUCTURE IMPROVEMENT PROJECT (IIP) – SECURED PIPELINE PROJECT CONTRACT ADDENDUM**  
Action: Recommend approval by motion and roll call vote of the Board
- 9. IIP – PROPOSED MOBILE OFFICE BUILDING CONTRACT ADDENDUM**  
Action: Recommend approval by motion and roll call vote of the Board
- 10. PROPOSED PURCHASE OF FISHERIES DIVISION EQUIPMENT**  
Action: Recommend approval by motion and roll call vote of the Board
- 11. GENERAL MANAGER REPORT**  
Receive information from the General Manager on topics pertaining to COMB, including but not limited to the following:

  - Administration
  - Virtual Meetings
- 12. ENGINEER’S REPORT**  
Receive information from the COMB Engineer, including but not limited to the following:

  - Climate Conditions
  - Lake Elevation Projections
  - Alisal Fire
  - Infrastructure Improvement Projects
- 13. OPERATIONS DIVISION REPORT**  
Receive information regarding the Operations Division, including but not limited to the following:

  - Lake Cachuma Operations
  - Operation and Maintenance Activities
- 14. FISHERIES DIVISION REPORT**  
Receive information from the Fisheries Division Manager, including, but not limited to the following:

  - LSYR Steelhead Monitoring Elements
  - Tributary Project Updates
  - Surcharge Water Accounting
  - Reporting/Outreach/Training
- 15. PROGRESS REPORT ON LAKE CACHUMA OAK TREE PROGRAM**  
Receive information regarding the Lake Cachuma Oak Tree Program including but not limited to the following:

  - Maintenance and Monitoring
- 16. MONTHLY CACHUMA PROJECT REPORTS**  
Receive information regarding the Cachuma Project, including but not limited to the following:

  - a. Cachuma Reservoir Current Conditions
  - b. Lake Cachuma Quagga Survey
- 17. DIRECTORS’ REQUESTS FOR AGENDA ITEMS FOR FUTURE MEETING**
- 18. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION**

- a. [Government Code Section 54956.9(d)(1)]  
Name of matter: *Kimball-Griffith L.P. v. Brenda Wren Burman, et al.*, Case No. 2:20-cv-10647  
– Request for Declaratory and Injunctive Relief

**19. RECONVENE INTO OPEN SESSION**

[Government Code Section 54957.7]  
Disclosure of actions taken in closed session, as applicable  
[Government Code Section 54957.1]

- 18a. Name of matter: *Kimball-Griffith L.P. v. Brenda Wren Burman, et al.*, Case No. 2:20-cv-10647  
– Request for Declaratory and Injunctive Relief

**20. MEETING SCHEDULE**

- **November 15, 2021 at 9:00 AM**
- **Board Packages available on COMB website [www.cachuma-board.org](http://www.cachuma-board.org)**

**21. COMB ADJOURNMENT**

**NOTICE TO PUBLIC**

**Posting of Agenda:** This agenda was posted at COMB's offices, located at 3301 Laurel Canyon Road, Santa Barbara, California, 93105 and on COMB's website, in accordance with Government Code Section 54954.2. The agenda contains a brief general description of each item to be considered by the Governing Board. The Board reserves the right to modify the order in which agenda items are heard. Copies of staff reports or other written documents relating to each item of business are on file at the COMB offices and are available for public inspection during normal business hours. A person with a question concerning any of the agenda items may call COMB's General Manager at (805) 687-4011.

**Written materials:** In accordance with Government Code Section 54957.5, written materials relating to an item on this agenda which are distributed to the Governing Board less than 72 hours (for a regular meeting) or 24 hours (for a special meeting) will be made available for public inspection at the COMB offices during normal business hours. The written materials may also be posted on COMB's website subject to staff's ability to post the documents before the scheduled meeting.

**Public Comment:** Any member of the public may address the Board on any subject within the jurisdiction of the Board. The total time for this item will be limited by the President of the Board. The Board is not responsible for the content or accuracy of statements made by members of the public. No action will be taken by the Board on any Public Comment item.

**Americans with Disabilities Act:** In compliance with the Americans with Disabilities Act, if you need special assistance to review agenda materials or participate in this meeting, please contact the Cachuma Operation and Maintenance Board office at (805) 687-4011 at least 48 hours prior to the meeting to enable the Board to make reasonable arrangements.

**Note:** If you challenge in court any of the Board's decisions related to the listed agenda items you may be limited to raising only those issues you or someone else raised at any public hearing described in this notice or in written correspondence to the Governing Board prior to the public hearing.



**AGENDA  
RATE AND BUDGET COMMITTEE**

**October 26, 2021 at 12:15 p.m.**

**Tele-Meeting**

BOARD OF DIRECTORS

*Matthew Roberts  
President  
Case Van Wingerden  
Vice President  
Polly Holcombe  
Shirley L. Johnson  
Kenneth Stendell*

GENERAL MANAGER

*Robert McDonald, P.E. MPA*

<https://us06web.zoom.us/j/86888866782?pwd=VE00UFk4MUoxO2psd1loTlk0Q1FuQT09>

**Meeting ID: 868 8886 6782**

**Passcode: 644795**

**THE CARPINTERIA VALLEY WATER DISTRICT HAS DETERMINED THIS MEETING TO BE AN ESSENTIAL PUBLIC MEETING THAT WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDERS N-29-20 AND N-33-20 AND SANTA BARBARA COUNTY HEALTH OFFICER'S ORDER**

In response to the spread of the COVID-19 virus, Governor Newsom has temporarily suspended the requirement for local agencies to provide a physical location from which members of the public can observe and offer public comment and has ordered all Californians to stay home except as needed to maintain continuity of operations of certain critical infrastructure.

**To minimize the potential spread of the COVID-19 virus, the Carpinteria Valley Water District is not permitting public access to the City Council Chamber and Boardroom for this meeting.** Instead, you are strongly encouraged provide the Board with public comment in one of the following ways:

1. Submitting a Written Comment. If you wish to submit a written comment, please email your comment to the Board Secretary at [Public\\_Comment@cvwd.net](mailto:Public_Comment@cvwd.net) by **11:00 A.M. on the day of the meeting**. Please limit your comments to 250 words. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations.
2. Providing Verbal Comment Telephonically. If you wish to make either a general public comment or to comment on a specific agenda item as it is being heard please send an email to the Board Secretary at [Public\\_Comment@cvwd.net](mailto:Public_Comment@cvwd.net) by **11:00 A.M. on the day of the meeting** and include the following information in your email: (a) meeting date, (b) agenda item number, (c) subject or title of the item, (d) your full name, (e) your call back number including area code. During public comment on the agenda item specified in your email, District staff will make every effort to contact you via your provided telephone number so that you can provide public comment to the Board electronically.

Please note the President has the discretion to limit the speaker's time for any meeting or agenda matter. Since this is an evolving COVID-19 situation, CVWD will provide updates to any changes to this policy as soon as possible. The public is referred to the website at [www.cvwd.net](http://www.cvwd.net). Thank you in advance for taking all precautions to prevent spreading the COVID-19 virus.

**I. CALL TO ORDER**

**II. PUBLIC FORUM** (Any person may address the Administrative Committee on any matter within its jurisdiction which is not on the agenda)

**III. OLD BUSINESS** -none

**IV. NEW BUSINESS.**

**A. \*\*Consider Draft Cooperative Agreement with COMB**

**B. \*\*Consider Bid results for LIVR project**

**V. ADJOURNMENT.**

Robert McDonald, Board Secretary

Note: The above Agenda was posted at Carpinteria Valley Water District Administrative Office in view of the public no later than 12:00 p.m., October 23, 2021. The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied benefits of, the District's programs, services, or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at (805) 684-2816. Notification at least twenty-four (24) hours prior to the meeting will enable the District to make appropriate arrangements.

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Carpinteria Valley Water district offices located at 1301 Santa Ynez Avenue, Carpinteria during normal business hours, from 8 am to 5 pm.

\*\*Indicates attachment of document to agenda packet.

## Engineering Monthly Report

| Proj. No. | Name                   | Status  | % Done this month | % Done | Completion Date |
|-----------|------------------------|---|-------------------|--------|-----------------|
| 1         | Website Updates        | Drought web page with drought information and Stage 2 water use regulations will be posted to website once review and approval are complete.  | -                 | -      | Ongoing         |
| 2         | Water Conservation     | <p>Community Outreach:</p> <ul style="list-style-type: none"> <li>• Staff along with RWEP partners has been working on a graphic landscape maintenance manual as well as a survey that target landscapers.</li> <li>• Social media messaging is expected to increase with Stage 2 drought messaging.</li> <li>• Staff is also looking to re-establish pre-shower bucket distribution. Hoping to work with other RWEP members to reduce per unit cost.</li> </ul> <p>Staff is in process of entering data for annual AWWA Water Loss Report due by January 1, 2022.</p> <p>Urban Water Management Plan: Public hearing for approval of the draft UWMP and Water Shortage Contingency Plan (WSCP) is scheduled for October 27, 2021. Public notification of the Public Hearing has been published in the Coastal View and a printed copy of the draft are available at the District office and digital copy can be viewed at CVWD.net</p> | -                 | -      | Ongoing         |
| 3         | Caltrans Overpasses    | For <b>Linden Overpass</b> . Getting very close resubmit application to state. They requested several more detail information that District supplied. Feel that should be the last in the long task of getting the District refund.   |                   |        | Ongoing         |
| 4         | 30 D1 well abandonment | Have it booked for October 27 <sup>th</sup> -29 <sup>th</sup> for the abandonment. Driller confirmed the dates.   |                   |        | Oct. 2021       |
| 5         | COMB AVAR Project      | Project out to bid. Bid closes 10/22/2021 at 2:00. We are expected to receive three bids. Stay tuned.   |                   |        | Ongoing         |



## Engineering Monthly Report

|          |                              |   |  |  |         |
|----------|------------------------------|---|--|--|---------|
| <b>6</b> | 701&711 Sandpoint            | Project on going. Working with neighbor property on easement issue.   |  |  | Ongoing |
| <b>7</b> | Santa Claus Lane Improvement | Working on design of water main layout and working around conflicts.  |  |  | Ongoing |
| <b>8</b> | AMI                          | For October started the install of endpoints. Do have black out periods for 9 days so District can read meters and perform billing. Will start again in November of installing more endpoints. I estimate could have all endpoints installed by March 2022. |  |  | Ongoing |
| <b>9</b> | Bailard Ave Project          | District talked with developer permitting and design team on water availability and water allotment. The project has a 2-3 year permitting process. And District will be looking into possible water allotments.  |  |  | Ongoing |

**CARPINTERIA VALLEY WATER DISTRICT  
 WATER SUPPLY REPORT  
 (ALL VALUES IN ACRE-FEET / AF)**

MONTH ENDING: 9/30/2021

|            | MONTHLY USE |            |            |                  |
|------------|-------------|------------|------------|------------------|
|            | CACHUMA     | GW         | SWP        | ID#1<br>EXCHANGE |
| OCT        | 373         | 42         | 0          | 11               |
| NOV        | 345         | 7          | 0          | 0                |
| DEC        | 342         | 10         | 0          | 0                |
| JAN        | 251         | 11         | 0          | 0                |
| FEB        | 234         | 12         | 0          | 0                |
| MAR        | 267         | 40         | 0          | 0                |
| APR        | 371         | 30         | 0          | 0                |
| MAY        | 375         | 23         | 0          | 19               |
| JUN        | 367         | 33         | 33         | 40               |
| JUL        | 383         | 105        | 0          | 56               |
| AUG        | 0           | 205        | 292        | 58               |
| <b>SEP</b> | <b>0</b>    | <b>245</b> | <b>187</b> | <b>47</b>        |

|                        |              |            |            |            |
|------------------------|--------------|------------|------------|------------|
| <b>12-MONTH TOTALS</b> | <b>3,308</b> | <b>763</b> | <b>512</b> | <b>231</b> |
|------------------------|--------------|------------|------------|------------|

|                                       |              |
|---------------------------------------|--------------|
| <b>12-MONTH RUNNING METERED SALES</b> | <b>4,461</b> |
|---------------------------------------|--------------|

|   |            |
|---|------------|
| <b>12-MONTH RUNNING READ-CYCLE LOSSES</b> | <b>122</b> |
|---|------------|

|                                       |
|---------------------------------------|
| <b>AVAILABLE SURFACE WATER SUPPLY</b> |
|---------------------------------------|

**CACHUMA PROJECT**

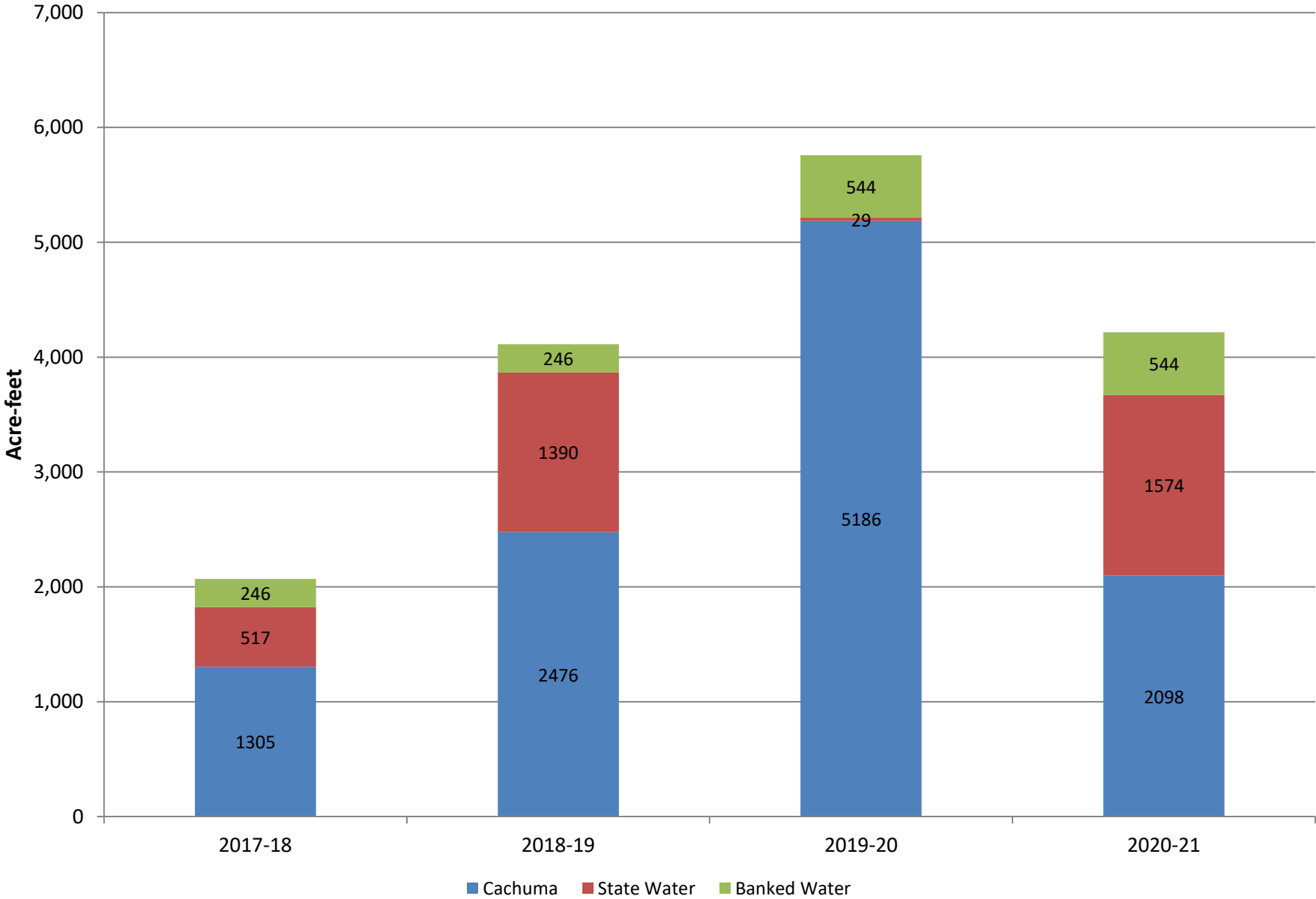
|                                      |              |
|--------------------------------------|--------------|
| BALANCE OF WATER YEAR 2020 CARRYOVER | 0            |
| BALANCE OF WATER YEAR 2021           | 2,098        |
| <b>CACHUMA SUBTOTAL</b>              | <b>2,098</b> |

**STATE WATER PROJECT**

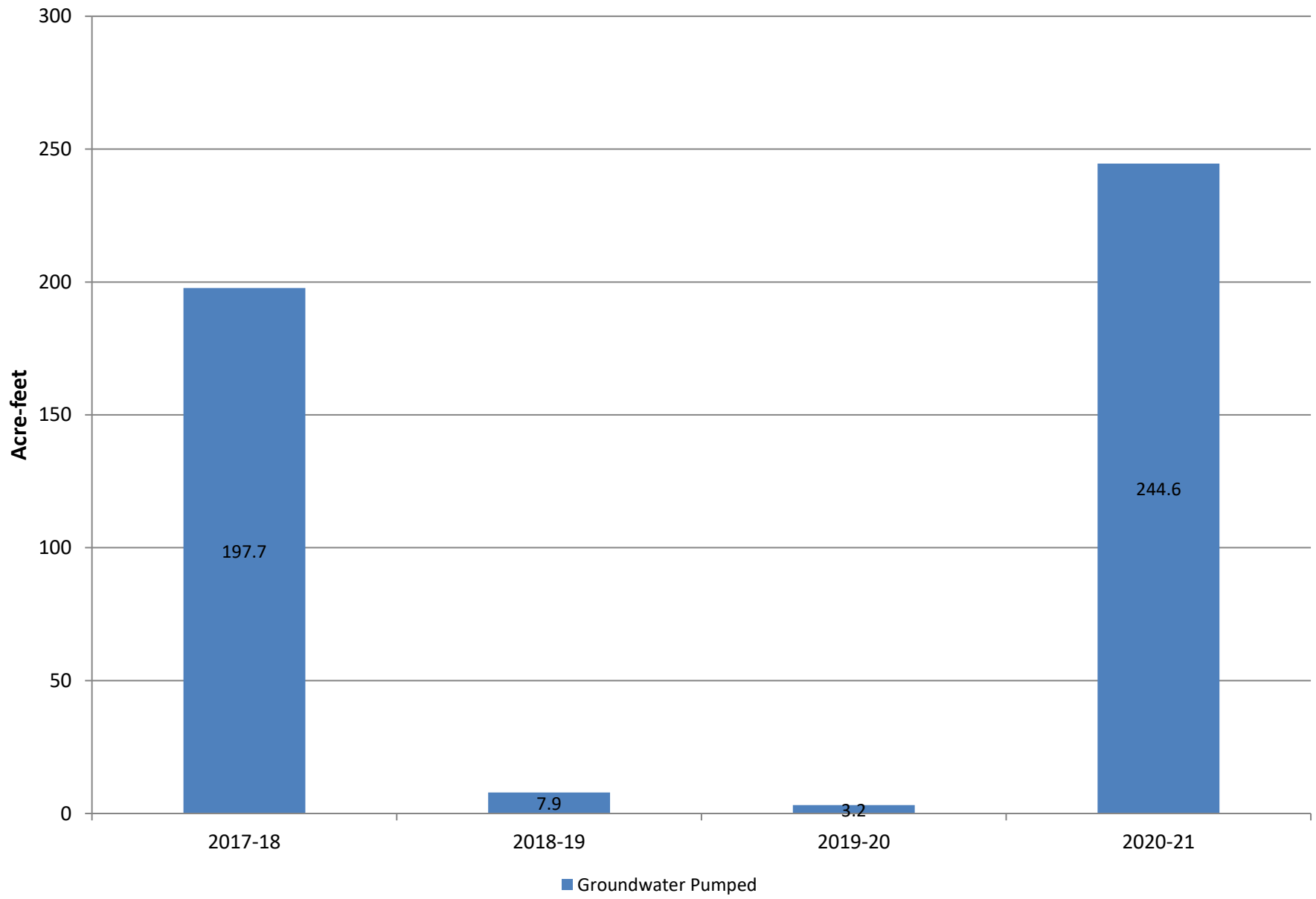
|   |              |
|---|--------------|
| BALANCE OF WATER YEAR ENDING 12/31/2019 | 525          |
| BALANCE OF WATER YEAR ENDING 12/31/2020 | 1,049        |
| BANKED WATER (IRWD)                     | 544          |
| <b>STATE WATER SUBTOTAL</b>             | <b>2,118</b> |

|   |              |
|---|--------------|
| <b>TOTAL AVAILABLE SURFACE WATER SUPPLY</b> | <b>4,216</b> |
|---|--------------|

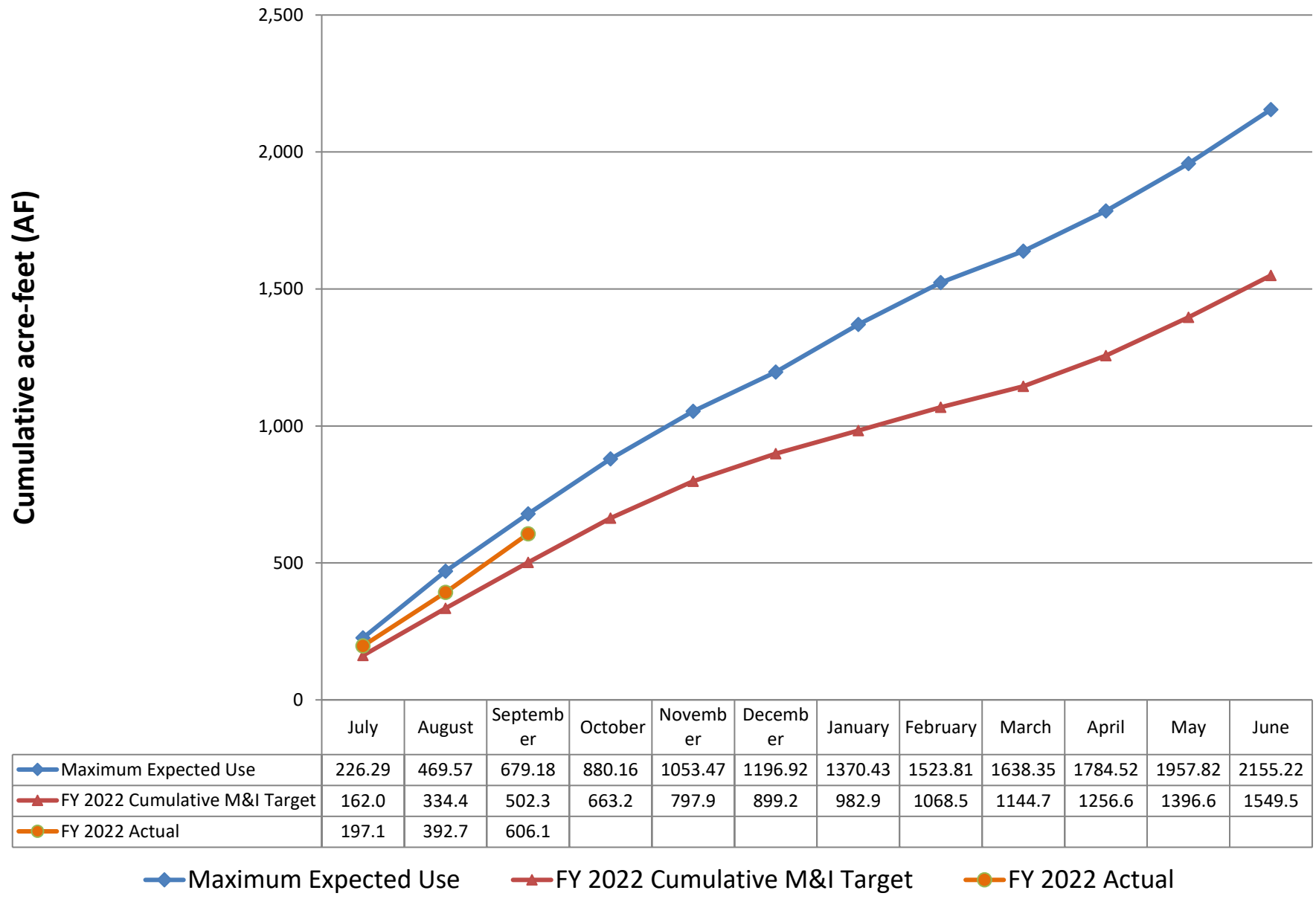
### Available Surface Supply - SEP



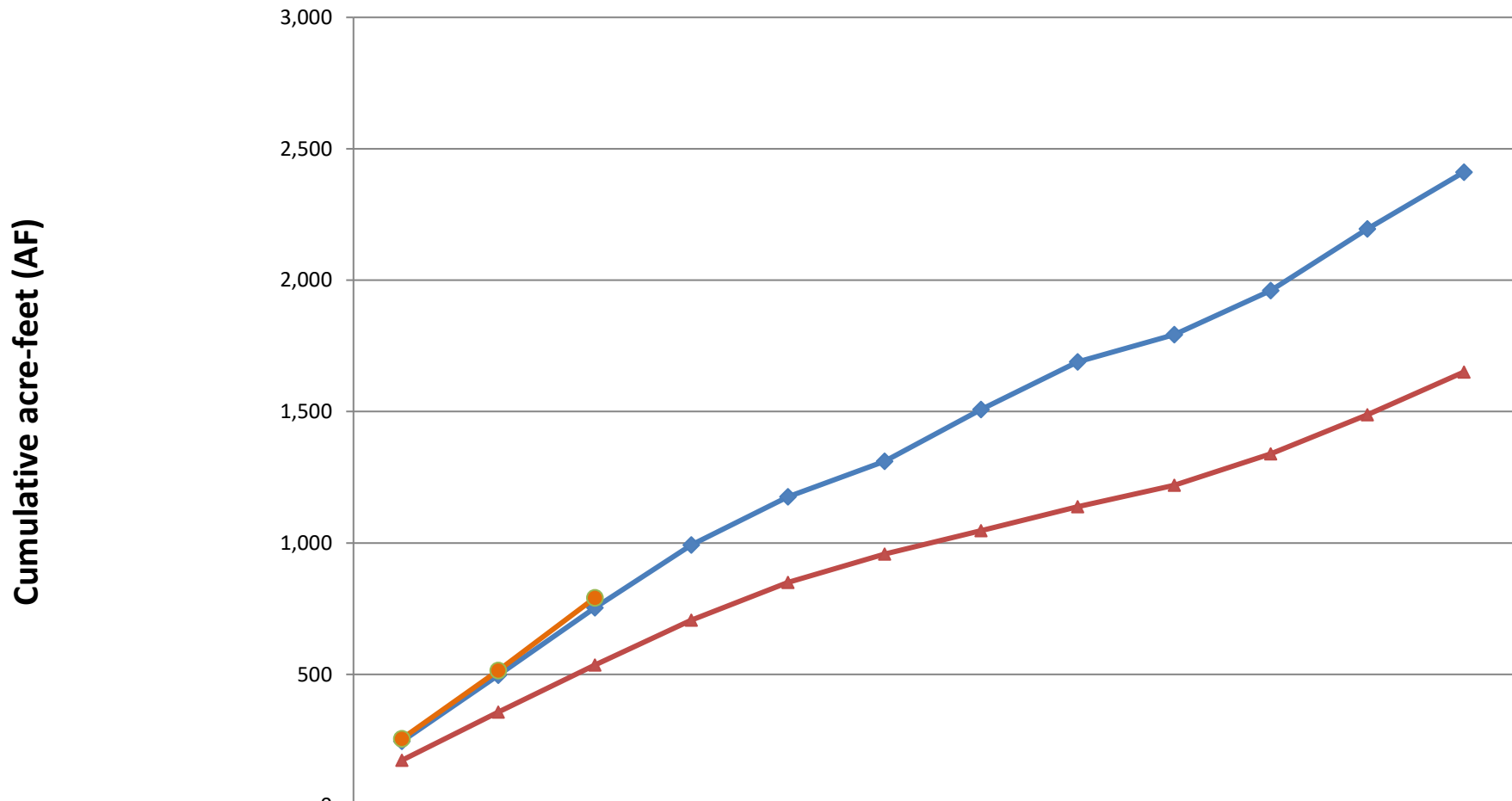
## Groundwater Production - SEP



## Fiscal Year M&I Sales Projections vs. Actuals



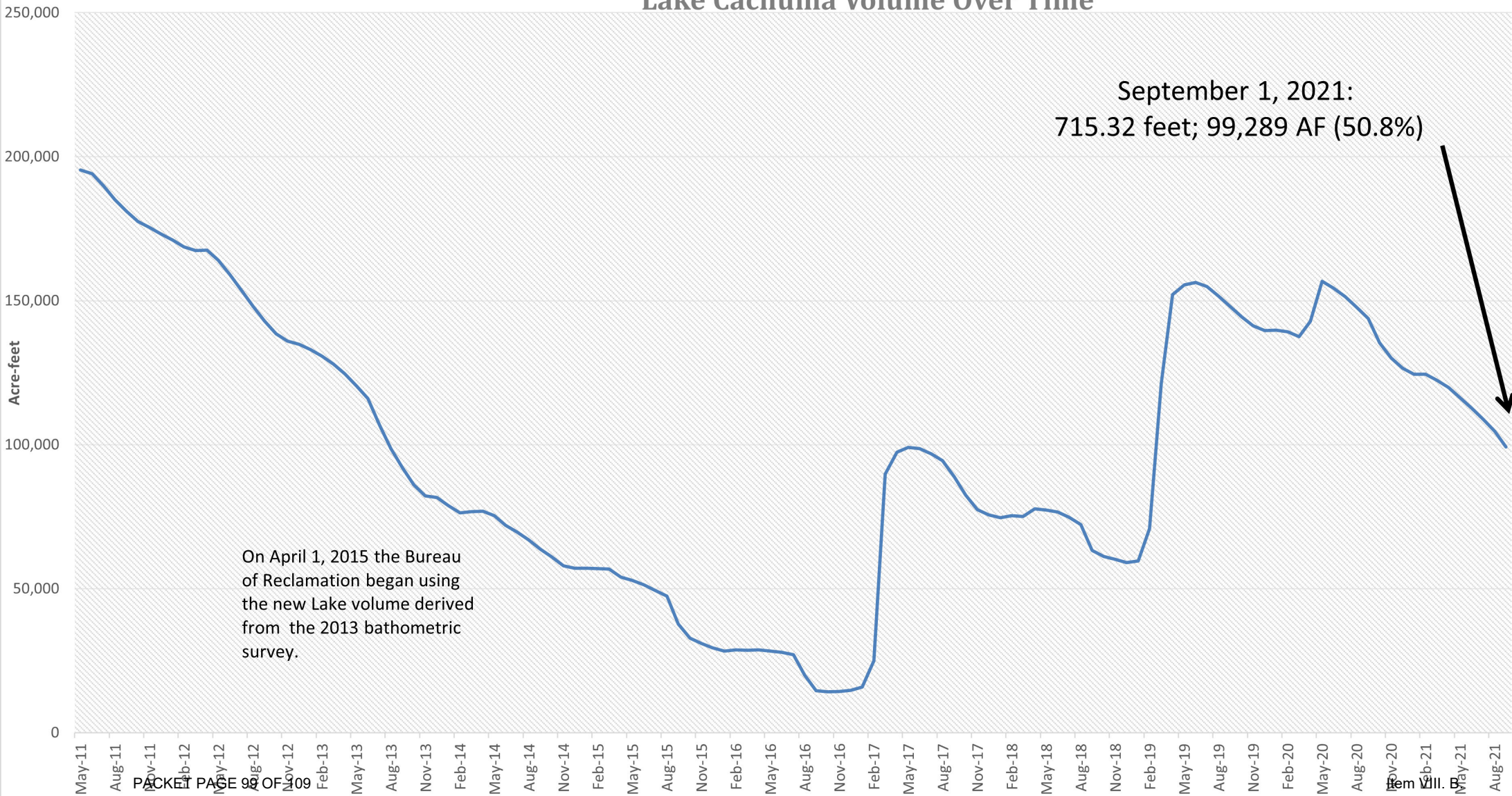
## Fiscal Year AG Sales Projections vs Actuals



|                                | July  | August | September | October | November | December | January | February | March   | April   | May     | June    |
|--------------------------------|-------|--------|-----------|---------|----------|----------|---------|----------|---------|---------|---------|---------|
| ◆ Maximum Expected Use         | 244.7 | 496.22 | 753.12    | 991.92  | 1175.62  | 1311.02  | 1507.32 | 1688.92  | 1792.22 | 1960.82 | 2194.92 | 2411.22 |
| ▲ FY 2022 Cumulative Ag Target | 172.6 | 356.2  | 535.1     | 706.5   | 849.9    | 957.8    | 1047.0  | 1138.2   | 1219.3  | 1338.5  | 1487.7  | 1650.5  |
| ● FY 2022 Actual               | 254.8 | 514.1  | 791.0     |         |          |          |         |          |         |         |         |         |

◆ Maximum Expected Use     
 ▲ FY 2022 Cumulative Ag Target     
 ● FY 2022 Actual

# Lake Cachuma Volume Over Time



## Water savings attributed to CVWD conservation efforts

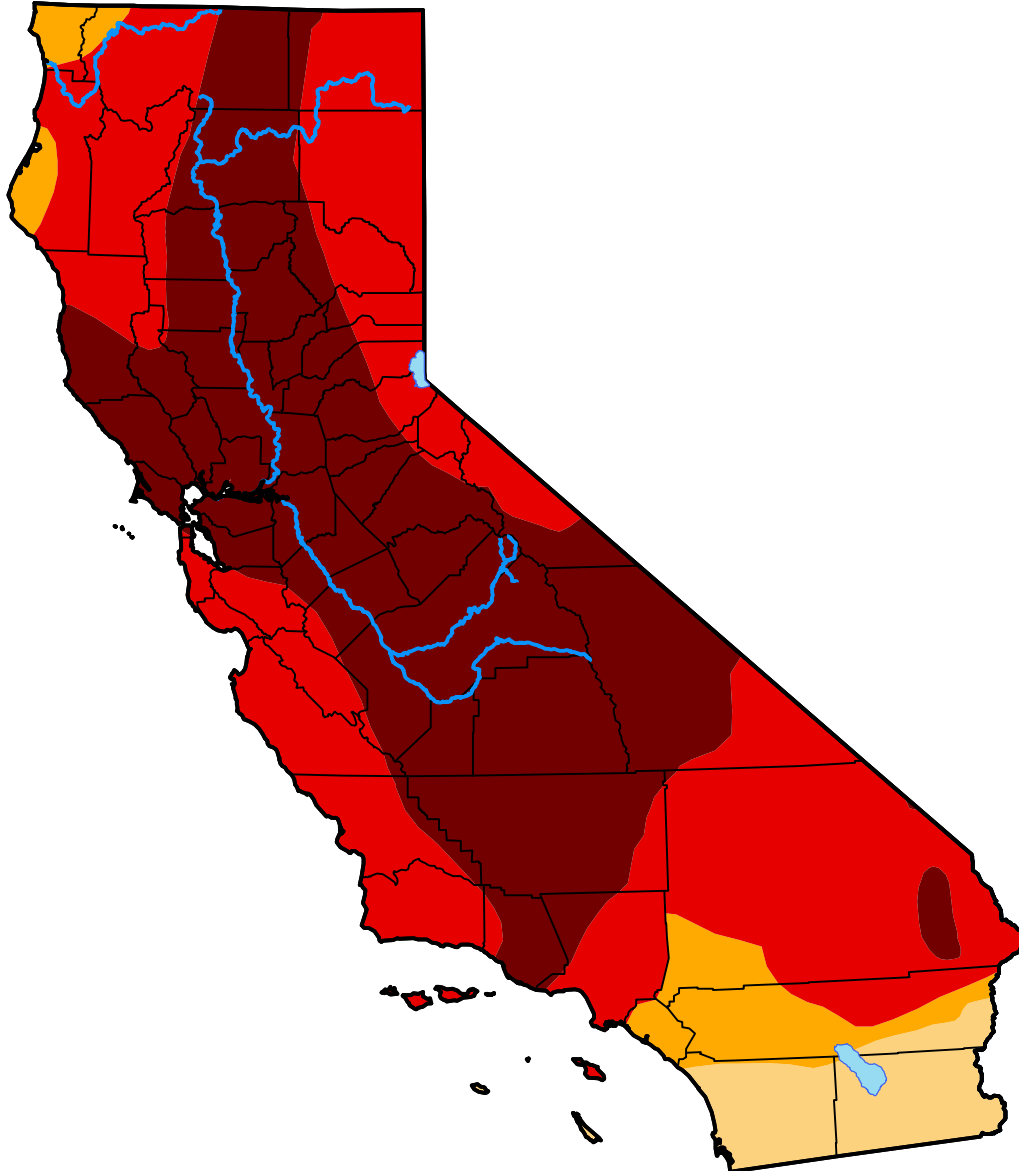
All data in HCF unless otherwise noted

| Customer Class                    | Water Use      |                | Water savings<br>(for current month) |            | Cumulative water<br>savings since 2013 |
|-----------------------------------|----------------|----------------|--------------------------------------|------------|--|
|                                   | Sep-13         | Sep-21         | HCF                                  | %          |  |
| Commercial                        | 16,865         | 13,590         | 3,275                                | 19%        | 403,026                                |
| Industrial                        | 3,460          | 2,855          | 605                                  | 17%        | 53,800                                 |
| Public Auth.                      | 7,415          | 7,960          | -545                                 | -7%        | 113,288                                |
| Single-meter Residential          | 41,457         | 42,213         | -756                                 | -2%        | 539,278                                |
| Master-meter Residential          | 18,443         | 18,999         | -556                                 | -3%        | 238,458                                |
| Landscape                         | 3,828          | 6,261          | -2,433                               | -64%       | 21,201                                 |
| <b>M&amp;I TOTAL (HCF)</b>        | <b>91,468</b>  | <b>91,878</b>  | <b>-410</b>                          | <b>0%</b>  | <b>1,369,051</b>                       |
| <b>M&amp;I TOTAL (AF)</b>         | <b>210</b>     | <b>211</b>     | <b>-1</b>                            | <b>0%</b>  | <b>3,143</b>                           |
| <b>Agriculture (HCF)</b>          | <b>111,925</b> | <b>120,620</b> | <b>-8,695</b>                        | <b>-8%</b> | <b>843,715</b>                         |
| <b>Agriculture (AF)</b>           | <b>257</b>     | <b>277</b>     | <b>-20</b>                           | <b>-8%</b> | <b>1,937</b>                           |
| <b>District Total (HCF)</b>       | <b>203,393</b> | <b>212,498</b> | <b>-9,105</b>                        | <b>-4%</b> | <b>2,212,766</b>                       |
| <b>DISTRICT TOTAL (AF)</b>        | <b>467</b>     | <b>488</b>     | <b>-21</b>                           | <b>-4%</b> | <b>5,080</b>                           |
|                                   |                |                |                                      |            | <i>Check</i>                           |
|                                   |                |                |                                      |            | <i>2,212,766</i>                       |
|                                   |                |                |                                      |            | <i>Totals Match</i>                    |
| <b>Gallons per capita per day</b> | <b>105</b>     | <b>102</b>     |                                      |            |  |









# U.S. Drought Monitor California

**October 5, 2021**  
(Released Thursday, Oct. 7, 2021)  
Valid 8 a.m. EDT



### Intensity:

-  None
-  D0 Abnormally Dry
-  D1 Moderate Drought
-  D2 Severe Drought
-  D3 Extreme Drought
-  D4 Exceptional Drought

*The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>*

### Author:

Brian Fuchs  
National Drought Mitigation Center

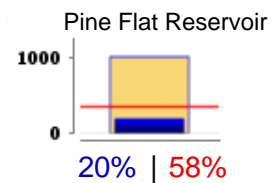
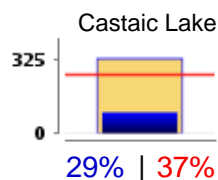
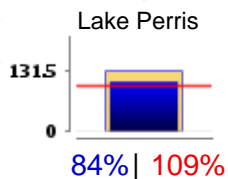
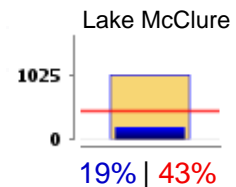
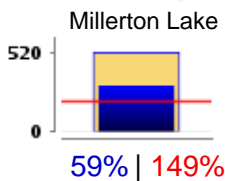
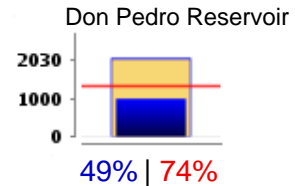
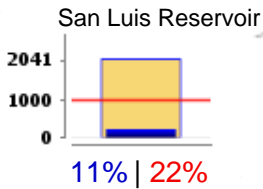
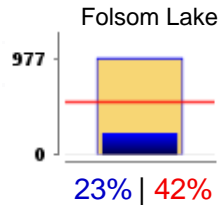
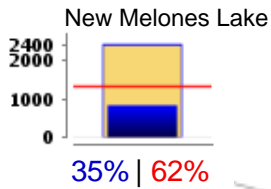
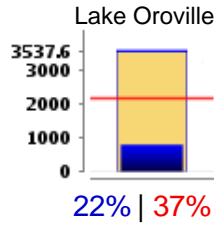
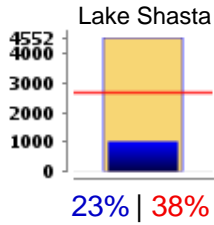
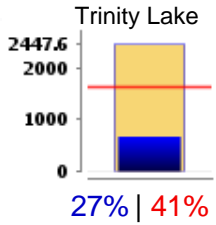
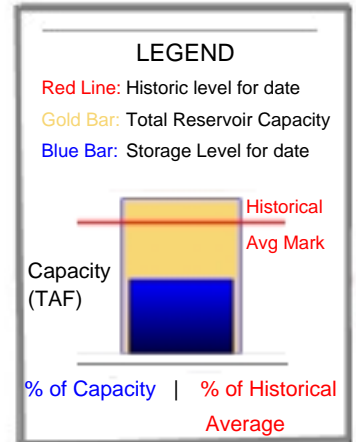




# CURRENT RESERVOIR CONDITIONS

## SELECTED WATER SUPPLY RESERVOIRS

Midnight: October 10, 2021





# Santa Barbara County - Flood Control District

130 East Victoria Street, Santa Barbara CA 93101 - 805.568.3440 - www.countyofsb.org/pwd

## Rainfall and Reservoir Summary

Updated 8am: 10/11/2021

Water Year: 2022

Storm Number: NA

**Notes:** Daily rainfall amounts are recorded as of 8am for the previous 24 hours. Rainfall units are expressed in inches. All data on this page are from automated sensors, are preliminary, and subject to verification.

\*Each Water Year (WY) runs from Sept 1 through Aug 31 and is designated by the calendar year in which it ends

County Real-Time Rainfall and Reservoir Website link: ➤ <http://www.countyofsb.org/hydrology>

| Rainfall                                       | ID  | 24 hrs | Storm<br>0day(s) | Month | Year* | % to Date | % of Year* | AI   |
|--|-----|--------|------------------|-------|-------|-----------|------------|------|
| <a href="#">Buellton</a> (Fire Stn)            | 233 | 0.00   | 0.00             | 0.10  | 0.10  | 32%       | 1%         |      |
| <a href="#">Cachuma Dam</a> (USBR)             | 332 | 0.00   | 0.00             | 0.09  | 0.09  | 27%       | 0%         |      |
| <a href="#">Carpinteria</a> (Fire Stn)         | 208 | 0.00   | 0.00             | 0.20  | 0.22  | 59%       | 1%         |      |
| <a href="#">Cuyama</a> (Fire Stn)              | 436 | 0.00   | 0.00             | 0.00  | 0.00  | 0%        | 0%         |      |
| <a href="#">Figueroa Mtn</a> (USFS Stn)        | 421 | 0.00   | 0.00             | 0.11  | 0.11  | 22%       | 1%         | 12.0 |
| <a href="#">Gibraltar Dam</a> (City Facility)  | 230 | 0.00   | 0.00             | 0.12  | 0.12  | 38%       | 0%         | 12.1 |
| <a href="#">Goleta</a> (Fire Stn-Los Carneros) | 440 | 0.00   | 0.00             | 0.26  | 0.26  | 74%       | 1%         |      |
| <a href="#">Lompoc</a> (City Hall)             | 439 | 0.00   | 0.00             | 0.02  | 0.02  | 7%        | 0%         | 12.1 |
| <a href="#">Los Alamos</a> (Fire Stn)          | 204 | 0.00   | 0.00             | 0.03  | 0.03  | 10%       | 0%         |      |
| <a href="#">San Marcos Pass</a> (USFS Stn)     | 212 | 0.00   | 0.00             | 0.78  | 0.80  | 136%      | 2%         |      |
| <a href="#">Santa Barbara</a> (County Bldg)    | 234 | 0.00   | 0.00             | 0.29  | 0.30  | 74%       | 2%         |      |
| <a href="#">Santa Maria</a> (City Pub.Works)   | 380 | 0.00   | 0.00             | 0.01  | 0.01  | 3%        | 0%         |      |
| <a href="#">Santa Ynez</a> (Fire Stn /Airport) | 218 | 0.00   | 0.00             | 0.08  | 0.08  | 29%       | 1%         |      |
| <a href="#">Sisquoc</a> (Fire Stn)             | 256 | 0.00   | 0.00             | 0.01  | 0.01  | 3%        | 0%         |      |

County-wide percentage of "Normal-to-Date" rainfall : **37%**

County-wide percentage of "Normal Water-Year" rainfall : **1%**

County-wide percentage of "Normal Water-Year" rainfall calculated assuming no more rain through Aug. 31, 2022 (End of WY2022).

**AI (Antecedent Index / Soil Wetness)**

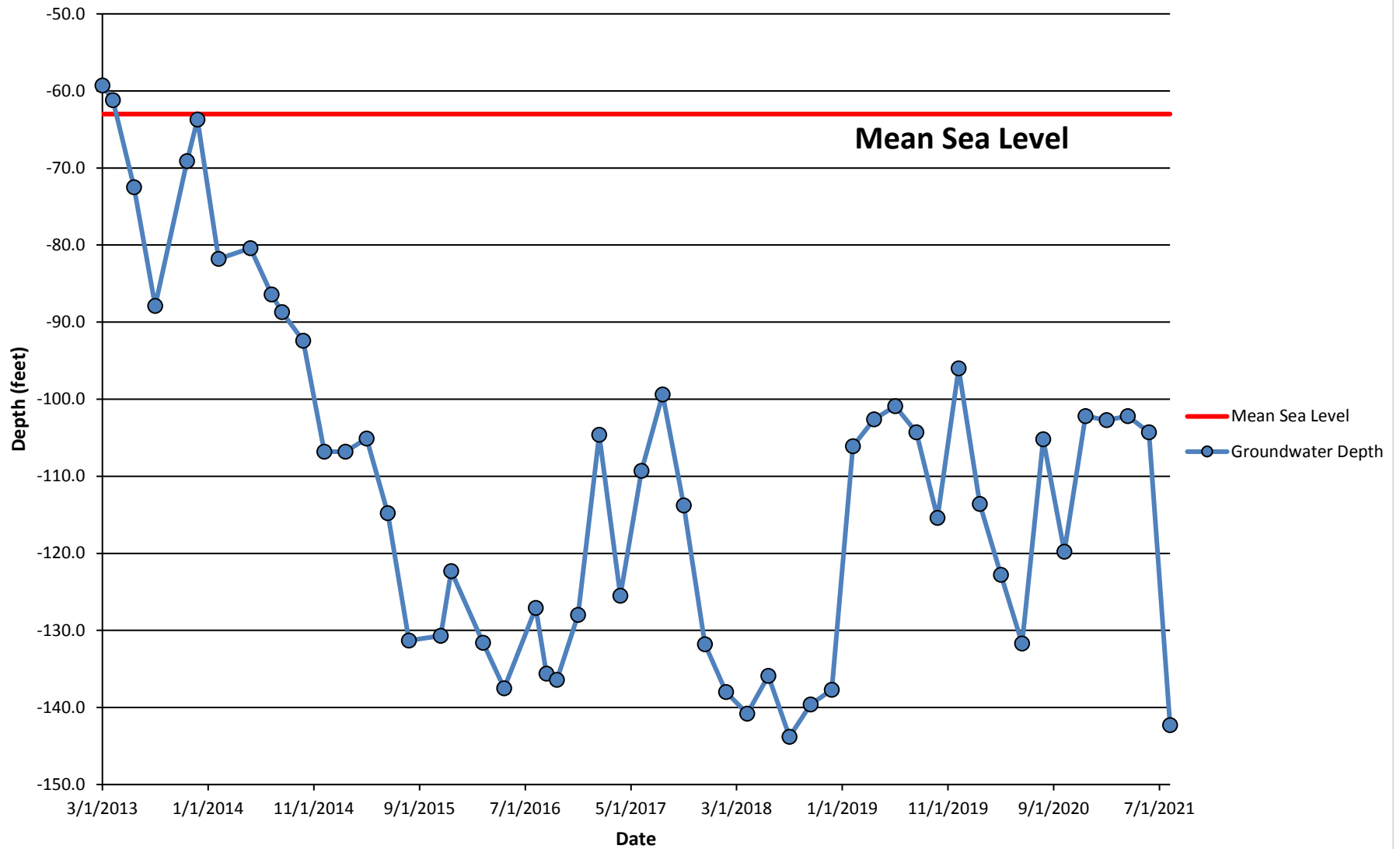
6.0 and below = Wet (min. = 2.5)  
6.1 - 9.0 = Moderate  
9.1 and above = Dry (max. = 12.5)

### Reservoirs

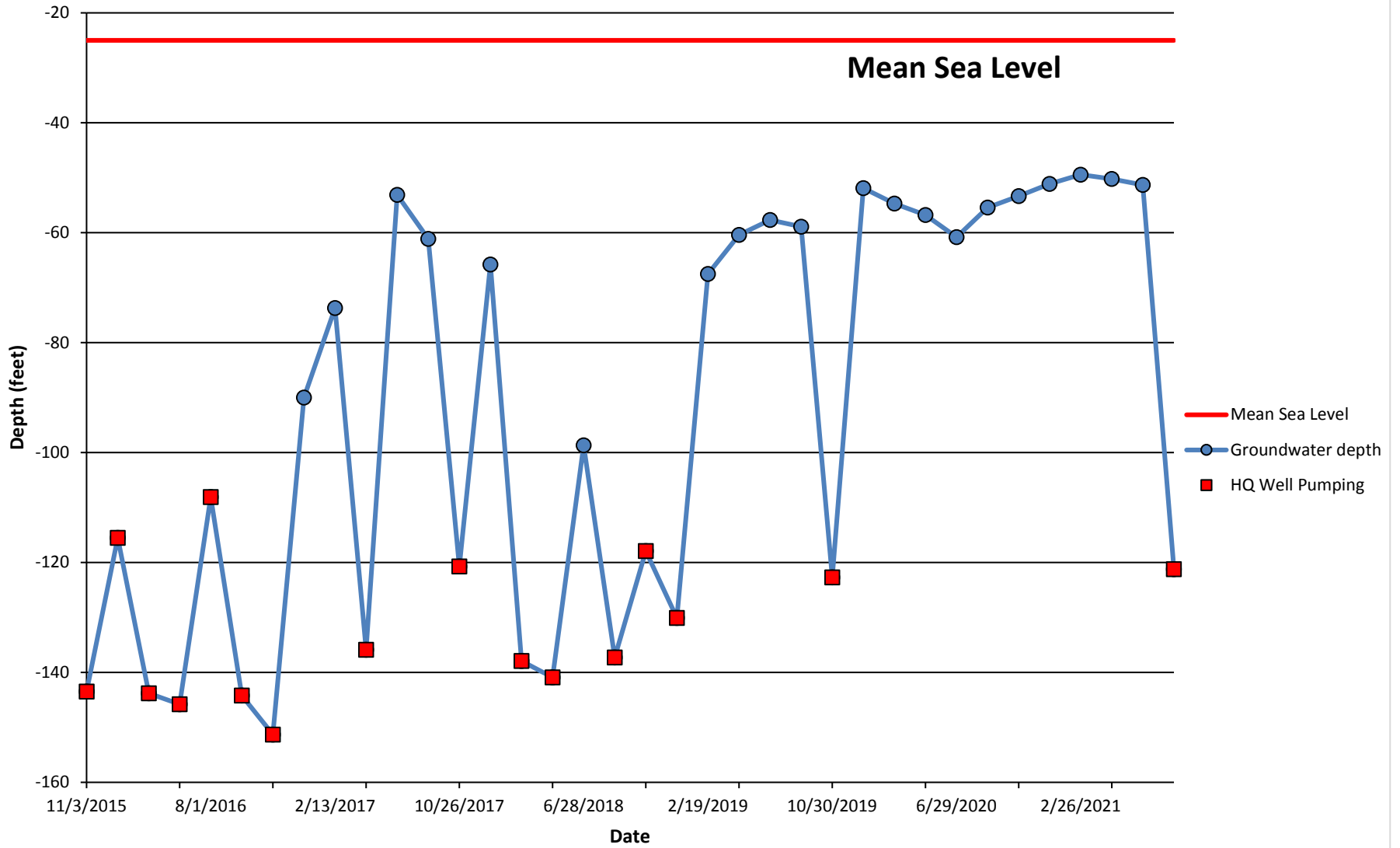
Reservoir Elevations referenced to NGVD-29.  
\*\*Cachuma is full and subject to spilling at elevation 750 ft. However, the lake is surcharged to 753 ft. for fish release water. (Cachuma water storage is based on Dec 2013 capacity revision)

| Click on Site for<br>Real-Time Readings | Spillway<br>Elev.<br>(ft) | Current<br>Elev.<br>(ft) | Max.<br>Storage<br>(ac-ft) | Current<br>Storage<br>(ac-ft) | Current<br>Capacity<br>(%) | Storage<br>Change<br>Mo.(ac-ft) | Storage<br>Change<br>Year*(ac-ft) |
|---|---------------------------|--------------------------|----------------------------|-------------------------------|----------------------------|---------------------------------|-----------------------------------|
| <a href="#">Gibraltar Reservoir</a>     | 1,400.00                  | 1,371.91                 | 4,559                      | 203                           | 4.5%                       | -10                             | -71                               |
| <a href="#">Cachuma Reservoir</a>       | 753.**                    | 712.88                   | 193,305                    | 94,575                        | 48.9%                      | -591                            | -4,695                            |
| <a href="#">Jameson Reservoir</a>       | 2,224.00                  | 2,206.42                 | 4,848                      | 2,914                         | 60.1%                      | -27                             | -171                              |
| <a href="#">Twitchell Reservoir</a>     | 651.50                    | NA                       | 194,971                    | NA                            |                            | NA                              | NA                                |

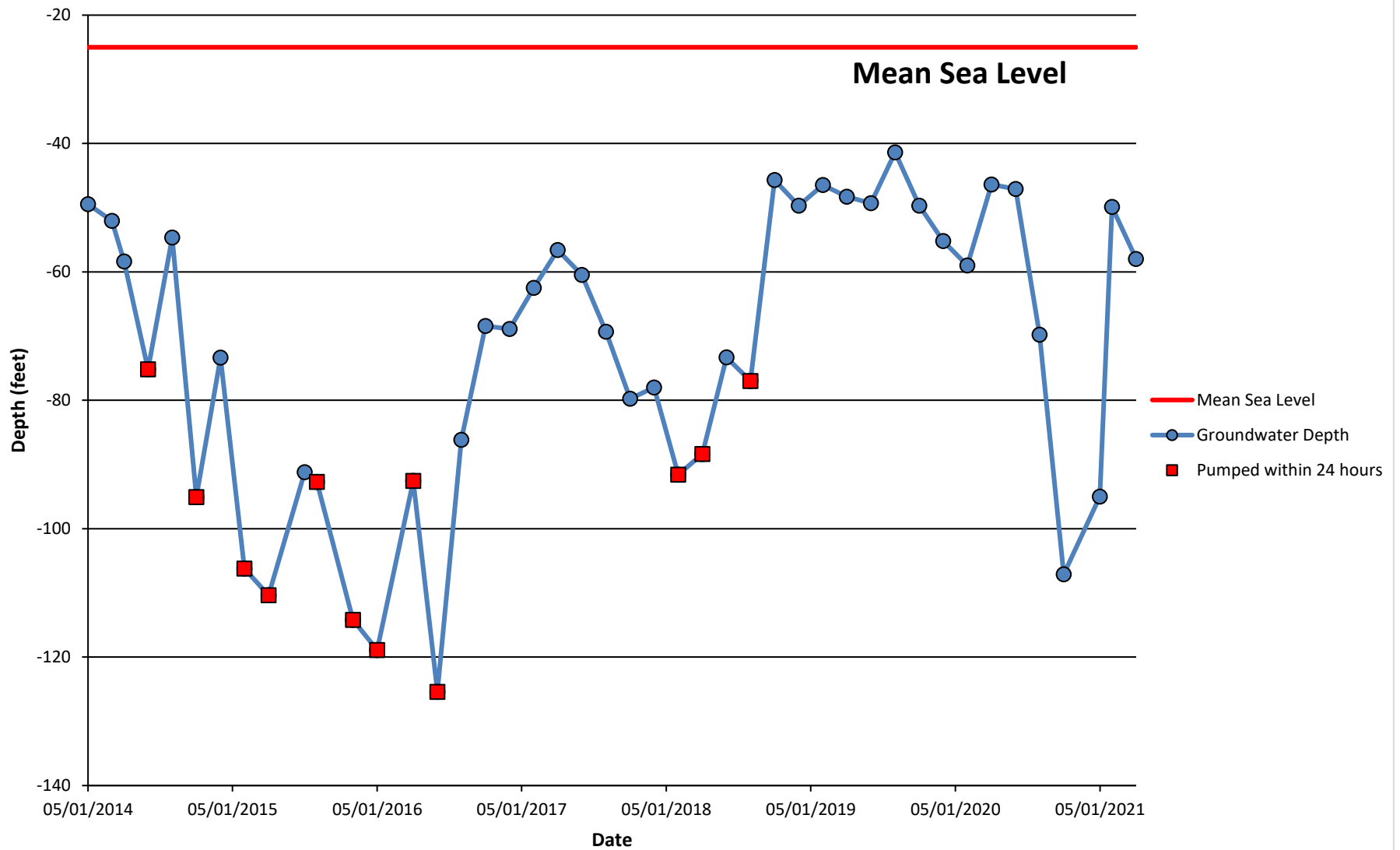
**Lyons Well**  
**Groundwater Depth Below Land Surface Datum**  
**Land Surface Altitude - 63 Feet Above Mean Sea Level**



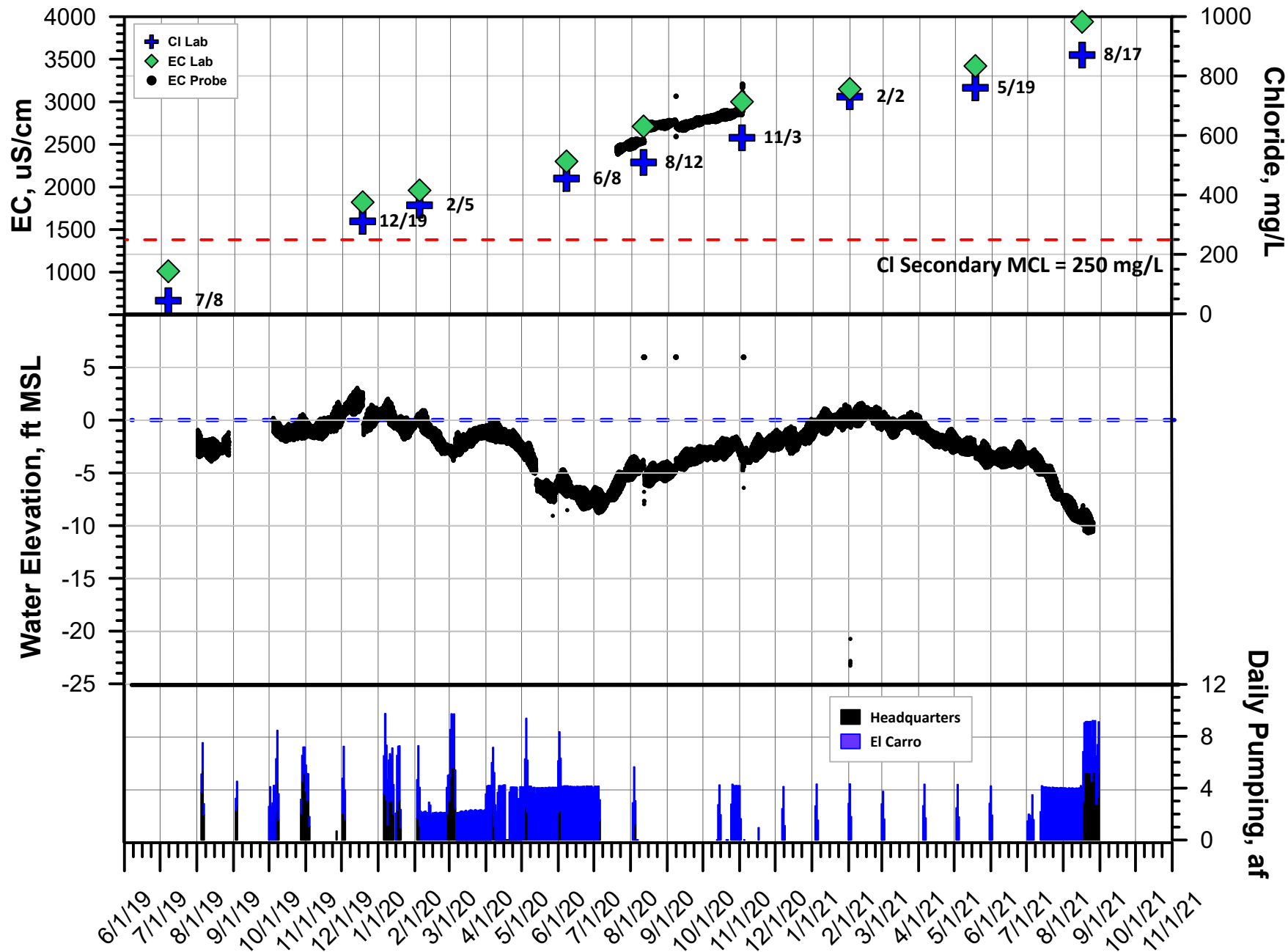
**Santa Ynez Well**  
**Groundwater Depth Below Land Surface Datum**  
**Land Surface Altitude - 25 Feet Above Mean Sea Level**



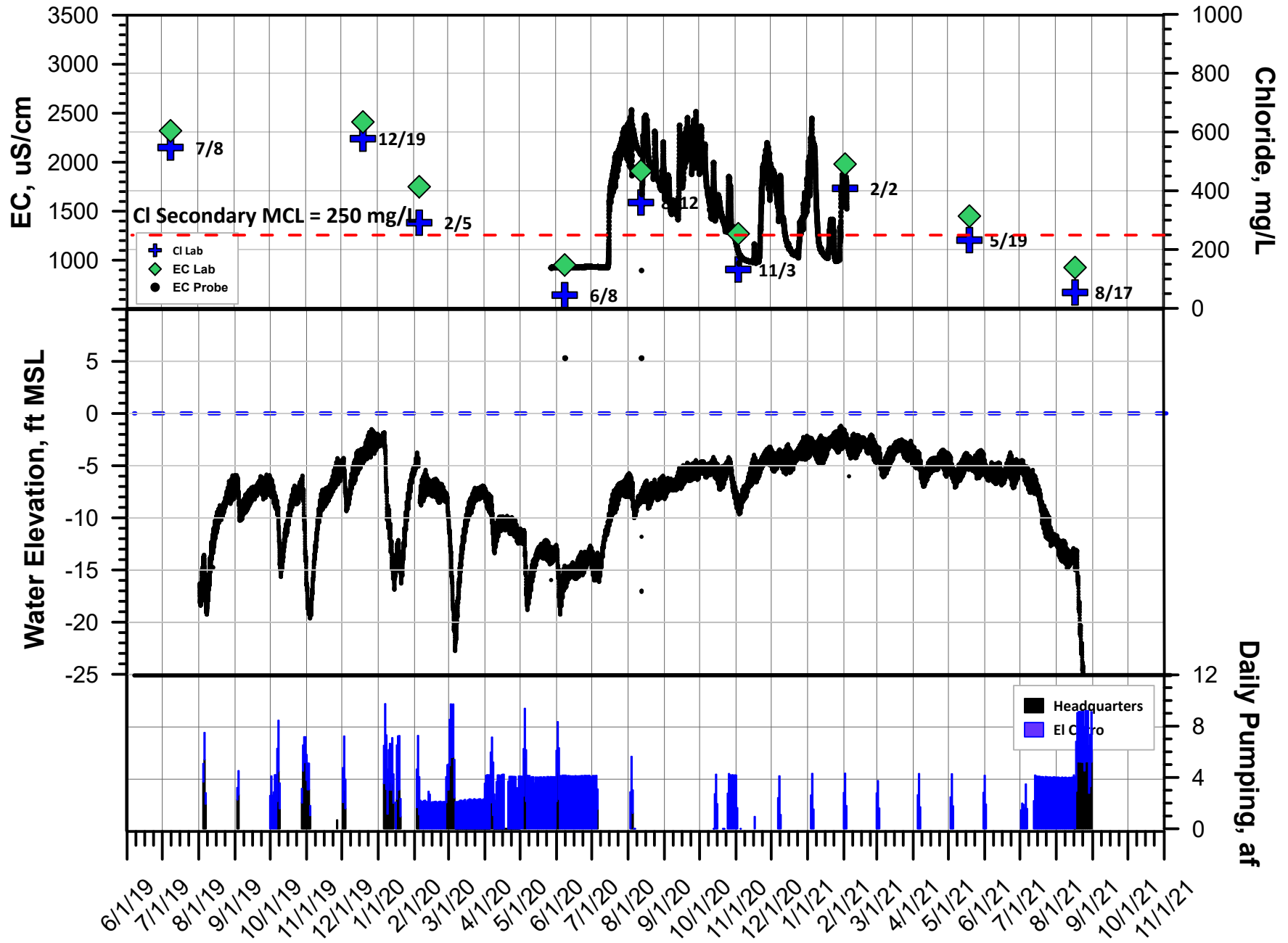
**HQ Well**  
**Groundwater Depth Below Land Surface Datum**  
**Land Surface Altitude - 25 Feet Above Mean Sea Level**



### CVWD Sentinel Well MW-1 (C Zone)



### CVWD Sentinel Well MW-2 (B Zone)





# CVWD Sentinel Well MW-3 (A Zone)

