



AGENDA

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

CARPINTERIA CITY HALL
5775 CARPINTERIA AVENUE
CARPINTERIA, CA 93013

BOARD OF DIRECTORS

Case Van Wingerden
President
Shirley L. Johnson
Vice President

Casey Balch
Polly Holcombe
Matthew Roberts

GENERAL MANAGER

Robert McDonald, P.E. MPA

Wednesday, August 23, 2023 at 5:30 p.m.

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

1. **Online:** Comments may be submitted online through the “eComments” function located in the **Upcoming Events** section on our website: <https://cvwd.net/about/our-board/meetings/> **by 5:00 p.m. on the day of the meeting.**
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 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. If you wish to make either a general public comment or to comment on a specific agenda item in person, please: attend the Board Meeting at the location noted above and fill out a speaker slip prior to the hearing the item.

- I. **CALL TO ORDER AND PLEDGE OF ALLEGIANCE, President Van Wingerden**
- 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 August 9, 2023**
 - B. ****Disbursement Report for June 16, 2023 – July 15, 2023**
- V. **UNFINISHED BUSINESS – None**
- VI. ****ADJOURN to Regular meeting of Carpinteria Groundwater Sustainability Agency (Time Certain 5:35 p.m.)**

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

**Indicates attachment of document to agenda packet.

VII. NEW BUSINESS –

- A. **Consider Revised Rule 17 to allow Master Meters in some Cases (for information, General Manager McDonald) *Presented by Maso Motlow***
- B. **Consider Updated Meter Leak Policy (for information, General Manager McDonald) *Presented by Maso Motlow***
- C. **Consider Bartlett Pringle & Wolf Audit Arrangement Letter for Fiscal Year 2022-23 (for action, General Manager McDonald)**
- D. **Consider Resolution 1148 Approving the Second Amendment of the Joint Exercise of Powers Agreement Creating the Central Coast Water Authority and Finding Such Action Exempt from The California Environmental Quality Act (for action, General Manager McDonald)**
- E. **Consider ACWA Elections (for action, General Manager McDonald)**
- F. **Consider ACWA Fall Conference & Expo (for information, General Manager McDonald)**

VIII. DIRECTOR REPORTS –

- A. **Administrative Committee Meeting – August 15, 2023 – Directors Holcombe and Roberts**
- B. **COMB Operations Committee Meeting – August 22, 2023 – Director Holcombe**

IX. GENERAL MANAGER REPORTS (for information) –

- A. **Engineering Report**
- B. **Intent to Serve Letter Report**
- C. **Operations Report**
- D. **Water Supply Report**

X. CLOSED SESSION - None

XI. CONSIDER DATES AND ITEMS FOR AGENDA FOR:

**CARPINTERIA VALLEY WATER DISTRICT BOARD MEETING OF
SEPTEMBER 13, 2023, AT 5:30 P.M., CARPINTERIA CITY HALL, 5775
CARPINTERIA AVENUE, CARPINTERIA, CALIFORNIA.**

XII. 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., August 20, 2023. 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

**IIndicates attachment of document to agenda packet.

	MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS	
	CARPINTERIA VALLEY WATER DISTRICT	
	August 9, 2023	
	President Van Wingerden called the regular meeting of the Carpinteria Valley Water District Board of Directors held in the Carpinteria City Hall Chamber to order at 5:33 p.m., Wednesday, August 9, 2023, and led the Board in the Pledge of Allegiance.	
ROLL CALL	Directors Present; Johnson, Holcombe, Balch, Roberts and Van Wingerden Directors Absent: None	
	Others Present: Bob McDonald	
	Cari Ann Potts Lisa Silva	
PUBLIC FORUM	No one from the public addressed the Board.	
MINUTES	Following discussion, Director Balch moved, and Director Johnson seconded the motion to approve the minutes of the Board meeting held on July 26, 2023. The motion carried by a 4-0-1 vote with Director Roberts abstaining. The minutes were approved by roll call as follows; Ayes: Holcombe, Johnson, Balch and Van Wingerden Nayes : none Abstain : Roberts Absent: none	
AGENDA ITEM CHANGE	Director Johnson moved, and Director Holcombe seconded the motion to move Agenda Item H. to be considered first for New Business. The motion carried by a 5-0 vote. The motion was approved by roll call as follows; Ayes: Holcombe, Johnson, Balch, Roberts and Van Wingerden Nayes : none Absent: none	
WATERWISE GARDEN CONTEST	General Manager McDonald recognized and congratulated the WaterWise Garden Recognition Contest Winners for 2023.	

<p>MITIGATED NEGATIVE DECLARATION</p>	<p>General Manager McDonald presented to consider the Mitigated Negative Declaration for the Ventura-Santa Barbara Counties.</p> <p>Background: In 2020 CVWD entered into an MOU with Casitas Municipal Water District to develop and construct a high-capacity pipeline intertie between the two agencies. The Project will benefit CVWD with an alternative water source in times of emergency and will benefit CMWD with a new route to move waters from the State Water Project System into their service area. CMWD has 5000 AF allocation in the SWP. The project could also assist both agencies with water supply management opportunities and water supply emergencies.</p> <p>Staff Recommendation: Following Public Hearing, Adopt Resolution 1145 approving the project and adopting the MND and MMRP for the project.</p>
<p>PUBLIC HEARING</p>	<p>Following the discussion of the Mitigated Negative Declaration for the Ventura-Santa Barbara Counties, President Van Wingerden began the Public Hearing at 5:50 p.m.</p> <ol style="list-style-type: none"> 1) Opening of Public Hearing by President Van Wingerden at 5:50 p.m. 2) Receipt of public comment by President Van Wingerden <ul style="list-style-type: none"> • No one from the public addressed the Board 3) Closing of Public Hearing by President Van Wingerden at 5:50 p.m. 4) Director Comments
<p>RESOLUTION 1145</p>	<p>General Manager McDonald to consider Adopting Responsible Agency Findings Pursuant to the California Environmental Quality Act for the Ventura-Santa Barbara Counties Intertie Project.</p> <p>Following discussion, Director Roberts moved, and Director Holcombe seconded the motion to approve Resolution 1145 adopting Responsible Agency Findings Pursuant to the California Environmental Quality Act for the Ventura-Santa Barbara Counties Intertie Project. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Johnson, Balch, Roberts and Van Wingerden Nays : none Absent: none</p>

<p>IRWM GRANT SUB AGREEMENT</p>	<p>General Manager McDonald presented to consider authorizing Board President to execute IRWM Grant Sub Agreement with Santa Barbara County Water Agency.</p> <p>Following discussion, Director Roberts moved, and Director Holcombe seconded the motion to authorize Board President to execute IRWM Grant Sub Agreement. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Johnson, Balch, Roberts and Van Wingerden Nayes : none Absent: none</p>
<p>RESOLUTION 1146</p>	<p>General Manager McDonald presented to consider Resolution No. 1146 approving and adopting Categorical Exemption under CEQA for the Annexation of two parcels located at 3197 Padaro Lane.</p> <p>Annexation CEQA:</p> <ul style="list-style-type: none"> - The Annexation of Parcels is categorically exempted under CEQA under Section 15319 of the CEQA Guidelines - Therefore, the District will file a Notice of Exemption (NOE) <p>Recommendation: Pass Resolutions (1146 & 1147) for LAFCO to start the process to annex both parcels</p> <p>Following discussion, Director Balch moved, and Director Holcombe seconded the motion to approve Resolution 1146. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Johnson, Balch, Roberts and Van Wingerden Nayes : none Absent: none</p>
<p>RESOLUTION 1147</p>	<p>General Manager McDonald presented to consider Resolution No. 1147 authorizing LAFCO Application Initiating Proceedings for the Annexation of parcels located at 3197 Padaro Lane.</p> <p>Following discussion, Director Balch moved, and Director Holcombe seconded the motion to approve Resolution 1147. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Johnson, Balch, Roberts and Van Wingerden</p>

	Nayes : none Absent: none
TEMPORARY CONSTRUCTION EASEMENT AGREEMENT	<p>General Manager McDonald presented to consider authorizing the Board President to enter into a Temporary Construction Easement Agreement for the CAPP Project.</p> <p>Following discussion, Director Holcombe moved, and Director Roberts seconded the motion to authorize the Board President to enter into a Temporary Construction Easement Agreement. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Johnson, Balch, Roberts and Van Wingerden Nayes : none Absent: none</p>
CENTRAL COAST WATER AUTHORITY BOARD MEETING	Director Johnson gave a verbal report on the CCWA Board meeting that was held on July 27, 2023
CLOSED SESSION	<p>President Van Wingerden announced closed session item was removed from the agenda:</p> <p style="text-align: center;">IX. REMOVED FROM AGENDA</p>
NEXT BOARD MEETING	The next Regular Board meeting is scheduled to be held on August 23, 2023, at 5:30 p.m., Carpinteria City Hall, 5775 Carpinteria Avenue, Carpinteria California.
ADJOURNMENT	President Van Wingerden adjourned the meeting at 6:14 p.m.
NEXT BOARD MEETING	Robert McDonald, Secretary



Monthly Disbursement Report
Carpinteria Valley Water District

Payment Date: 06/16/23 - 07/15/23

Disbursement Report		
Operating Account	\$	468,955.78
Rancho Monte Alegre (RMA)	\$	2,198.50
Total:	\$	471,154.28

Operating Account - Check Report				
Vendor	Description	Payment Number	Payment Date	Payment
ACWA-JPIA				32,982.45
	HEALTH INS	40129	7/6/2023	32,982.45
AFLAC				2,320.14
	SUPPLEMENTAL INSURANCE	40115	6/21/2023	773.38
	SUPPLEMENTAL INSURANCE	40116	6/21/2023	773.38
	SUPPLEMENTAL INSURANCE	40144	7/12/2023	773.38
ALL AROUND LANDSCAPE SUPPLY				101.45
	HQ RECLAIM TANK REPAIRS	40091	6/20/2023	29.77
	SMILLIE WELL MAINTENANCE	40091	6/20/2023	37.76
	SMILLIE WELL HOSE BIB REPLACEMENT	40091	6/20/2023	33.92
ANTHEM BLUE CROSS				348.51
	ANTHEM RETIREE PREMIUM - JULY	40092	6/20/2023	348.51
ASPECT ENGINEERING GROUP				1,380.00
	SCADA MAINTENANCE	40093	6/20/2023	540.00
	MAINTENANCE OF SCADA	APA000920	6/30/2023	840.00
AT&T MOBILITY				432.48
	MOBILE DEVICES - JUNE	40138	7/12/2023	432.48
BIG GREEN CLEANING COMPANY / RICH & FAMOUS, INC.				224.82
	HAND SOAP FOR RESTROOMS	APA000933	7/6/2023	138.87
	TRASH CANS FOR RESTROOMS	APA000933	7/6/2023	85.95
BOOT BARN				365.45
	SAFETY BOOTS - LE & DR	APA000934	7/6/2023	365.45
BRENNTAG PACIFIC, INC				6,586.53
	BLEACH DELIVERY	APA000921	6/30/2023	6,586.53
CACHUMA LAKE				288.00
	CACHUMA LAKE TOUR - 062923	40130	7/6/2023	288.00
CANON FINANCIAL SERVICES, INC				850.38
	MONTHLY CONTRACT CHARGES COPIER	40094	6/20/2023	850.38
CARDMEMBER SERVICES (ELAN, FORMERLY SBBT)				7,008.85
	SOFTWARE MAINTENANCE	40125	6/28/2023	57.98
	UTILITY-TELEPHONE	40125	6/28/2023	1,125.15
	MANAGER MEETING	40125	6/28/2023	142.45
	BANK FEES	40125	6/28/2023	35.05
	OFFICE SUPPLIES	40125	6/28/2023	538.64
	COMPUTER SYSTEM MAINTENANCE	40125	6/28/2023	490.09
	WELLNESS GRANT REIMBURSABLE	40125	6/28/2023	163.50
	DUES, SUBSCRIPTIONS, LICENSES	40125	6/28/2023	11.99
	PUBLIC INFORMATION EXPENSE	40125	6/28/2023	13.00
	EMPLOYEE EDUCATION/TRAINING	40125	6/28/2023	768.62
	EMPLOYEE RELATIONS	40125	6/28/2023	119.88
	ADMIN PROFESSIONAL SERVICES	40125	6/28/2023	55.00
	MAINT OF TANKS/RESERVOIRS	40125	6/28/2023	67.23
	ENGINEERING SUPPLIES	40125	6/28/2023	2,723.78
	BOARD MEETINGS & SUPPLIES	40125	6/28/2023	157.74
	MEETINGS & EVENTS	40125	6/28/2023	538.75

Vendor	Description	Payment Number	Payment Date	Payment
CARPINTERIA VALLEY LUMBER CO				217.77
	MAINTENANCE OF WELLS	40095	6/20/2023	21.76
	EL CARRO RECLAIM TANK MAINTENANCE	40095	6/20/2023	26.49
	ENGINEERING SUPPLIES	40095	6/20/2023	16.11
	SAMPLE SITE DISINFECTION	40095	6/20/2023	17.20
	MAINTENANCE OF WELL BUILDING	40095	6/20/2023	29.40
	SAWZALL BLADES	40095	6/20/2023	32.69
	HQ WELL AIR FILTER	40095	6/20/2023	56.65
	AIR FILTER FOR HQ WELL - CREDIT MEMO	40095	6/20/2023	(45.76)
	REGULATOR VAULT MAITNENANCE	APA000922	6/30/2023	15.76
	MAINTENANCE OF WELLS	APA000922	6/30/2023	47.47
CELLULAR CONTROLLED PRODUCTS				326.85
	DISTRICT ACCESS CONTROL SYSTEM - JULY	APA000923	6/30/2023	326.85
COASTAL VIEW NEWS				508.00
	DROUGHT AD 060823	40096	6/20/2023	254.00
	DROUGHT AD 062223	APA000924	6/30/2023	254.00
COLONIAL LIFE				768.58
	LIFE INSURANCE	40121	6/28/2023	768.58
COMMODITY TRUCKING ACQUISITION LLC				2,074.28
	3/4" ROCK 042523	APA000935	7/6/2023	714.06
	ROAD BASE - 042523	APA000935	7/6/2023	632.85
	3/4" ROCK - 050323	APA000935	7/6/2023	727.37
COUNTY OF SANTA BARBARA PUBLIC WORKS				447.00
	H2O PRESENTATION - RG 051023	APA000925	6/30/2023	447.00
COUNTY OF SANTA BARBARA PUBLIC WORKS DEPARTMENT				203.03
	GREEN WASTE 050423	40097	6/20/2023	46.92
	GREEN WASTE 051623	40097	6/20/2023	67.71
	ASBESTOS REMOVAL 052323	40097	6/20/2023	88.40
COX COMMUNICATIONS CALIFORNIA				255.62
	INTERNET PROVIDER - JULY	40139	7/12/2023	255.62
CROCKER GROUP CORP				224.07
	SERVER AC MAINTENANCE	40098	6/20/2023	224.07
DAVID A WEMYSS - PROVEN PRINT SERVICES				1,781.03
	2022 CCR PRINTING AND MAILING	APA000926	6/30/2023	1,781.03
E.J. HARRISON & SONS, INC.				260.57
	TRASH & RECYCLE	40099	6/20/2023	260.57
EDISON CO				14,508.54
	CARP RES - KWH 14,688 - JUNE	40100	6/20/2023	3,971.03
	GOB CYN PUMP - 834 KWH - JUNE	40100	6/20/2023	212.90
	SMILLIE WELL - KWH 566 - JUNE	40100	6/20/2023	1,060.02
	LYONS WELL - 26 KWH - 3/21/22 - 6/15/23	40140	7/12/2023	1,032.09
	EL CARRO WELL - KWH 4,259 - JUNE	40100	6/20/2023	3,567.69
	SM TANK - 196 KWH - JUNE	40100	6/20/2023	68.08
	OFFICE - KWH 3,201 - JUNE	40100	6/20/2023	864.07
	SM PUMP - KWH 3,834 - JUNE	40100	6/20/2023	1,171.27
	HQ WELL - 13,128 KWH - JUNE	40100	6/20/2023	2,561.39
ERIC FLEMING				130.00
	D4 EXAM FEE REIMBURSEMENT	40117	6/21/2023	130.00
FAMCON PIPE AND SUPPLY, INC				2,114.15
	INVENTORY	40126	6/28/2023	230.71
	MAINT OF METERS	40126	6/28/2023	116.90
	INVENTORY STOCKING	40128	6/28/2023	1,766.54
FH PUMPS INC				304.59
	SEAL FOR HQ RECLAIM PUMP	40101	6/20/2023	304.59
FRANCISCO J SANCHEZ - 805 UNIFORM AND EMBROIDERY				1,878.91
	UNIFORMS	40102	6/20/2023	1,878.91
FRONTIER COMMUNICATIONS				471.41
	ORTEGA - 061623-071523	APA000936	7/6/2023	123.35
	OFFICE - 061623-071523	APA000936	7/6/2023	348.06

Vendor	Description	Payment Number	Payment Date	Payment
FRUIT GROWERS LABORATORY, INC				1,185.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A	40103	6/20/2023	170.00
	INORGANIC ANALYSIS - METALS, TOTAL-FE, MN	APA000927	6/30/2023	248.00
	BACTI ANALYSIS - COLILERT - P/A & QUANTI TRAY	APA000937	7/6/2023	235.00
	BACTI ANALYSIS-BIO ACTIVITY/HETER/COLIFORM	APA000937	7/6/2023	110.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A	APA000937	7/6/2023	422.00
FTI SERVICES, INC.				674.50
	MONTHLY - DATTO BACKUPS - JUNE	APA000928	6/30/2023	82.50
	MICROSOFT 365 LICENSE - JUNE	APA000938	7/6/2023	592.00
GAS COMPANY				46.30
	MONTHLY CHARGES - FRONT OFFICE - JUNE	40131	7/6/2023	23.95
	MONTHLY CHARGES - BACK OFFICE - JUNE	40131	7/6/2023	22.35
HAMNER, JEWELL & ASSOCIATES				1,048.47
	CAPP PROJECT - MAY	40104	6/20/2023	1,048.47
HAYWARD LUMBER CO.				121.79
	MAINTENANCE OF MAINS	40105	6/20/2023	121.79
HD SUPPLY, INC				373.86
	ENGINEERING SUPPLIES	40106	6/20/2023	164.69
	ENGINEERING SUPPLIES	APA000929	6/30/2023	188.25
	ENGINEERING SUPPLIES	APA000929	6/30/2023	20.92
INFOSEND INC				2,677.24
	DISCONNECT/STATEMENTS - MAY	APA000930	6/30/2023	307.79
	MONTHLY SUPPORT/EBILLS - MAY	APA000930	6/30/2023	326.30
	STATEMENTS - JUNE	APA000930	6/30/2023	2,043.15
ISACC CERVANTES				212.25
	REIMBURSE FOR D2 CLASS TUITION	40118	6/21/2023	212.25
JPR SYSTEMS INC				7,314.00
	VERIFICATION OF PRODUCTION FLOWMETERS	40136	7/6/2023	7,314.00
KATZ & ASSOCIATES, INC.				5,367.50
	CAPP - MAY	APA000939	7/6/2023	682.50
	DROUGHT COMMUNICATIONS GRAPHICS SUPPORT	40137	7/12/2023	4,685.00
LINCOLN LIFE				18,940.80
	DEFERRED COMPENSATION	DFT0001462	6/30/2023	5,563.60
	ROTH IRA	DFT0001462	6/30/2023	750.00
	DEFERRED COMPENSATION	DFT0001462	6/30/2023	5,563.60
	ROTH IRA	DFT0001462	6/30/2023	750.00
	DEFERRED COMPENSATION	DFT0001467	7/13/2023	5,563.60
	ROTH IRA	DFT0001467	7/13/2023	750.00
MARY PEDERSEN				500.00
	WATERWISE LANDSCAPE REBATE	40119	6/21/2023	500.00
MONTECITO WATER DISTRICT				112,622.00
	ORTEGA RESERVOIR REPAIR - 50%	40107	6/20/2023	112,622.00
NANCY GARRISON				500.00
	WATERWISE LANDSCAPE REBATE	40141	7/12/2023	500.00
OPENEDGE				15,024.25
	CREDIT CARD PROCESSING FEES JUNE	DFT0001487	7/3/2023	15,024.25
PAYROLL TRANSFER				117,774.73
	PAYROLL TRANSFER PPE 062423	DFT0001465	6/22/2023	55,316.48
	PAYROLL TRANSFER 063023	DFT0001466	6/30/2023	4,783.80
	PR TRANSFER PPE 070823	DFT0001486	7/6/2023	57,674.45
PETTY CASH				250.92
	REPLENISH PETTY CASH	40108	6/20/2023	250.92
PUEBLO WATER RESOURCES, INC				460.00
	GSP - GSP DEVELOPMENT - MAY	40109	6/20/2023	460.00
RAFTELIS				7,780.00
	2023 MULTI-YEAR RATE STUDY - APRIL/MAY	APA000931	6/30/2023	7,780.00
ROCKWELL PRINTING INC				769.31
	WATER SHUT OFF DOOR TAGS	40110	6/20/2023	769.31

Vendor	Description	Payment Number	Payment Date	Payment
SANTA BARBARA AIRBUS				1,040.00
	CACHUMA LAKE - BOAT TOUR - 062923	40132	7/6/2023	1,040.00
SPECIALTY TOOL & BOLT				130.16
	MAINTENANCE OF WELLS	40111	6/20/2023	130.16
SPENCER SEALE				1,097.23
	REIMBURSE - SEISMIC REVIEW COURSE	40135	7/6/2023	425.61
	REIMBURSE - CIVIL PE EXAM	40135	7/6/2023	430.71
	REIMBURSE - MINIMUM DESIGN BOOKS	40135	7/6/2023	169.91
	REIMBURSE LIVESCAN FOR PE EXAM	40135	7/6/2023	71.00
STATE OF CALIFORNIA - EDD				13,527.05
	STATE DISABILITY INSURANCE	DFT0001458	6/16/2023	16.62
	STATE WITHHOLDING	DFT0001458	6/16/2023	3,557.10
	STATE DISABILITY INSURANCE	DFT0001458	6/16/2023	909.40
	STATE DISABILITY INSURANCE	DFT0001460	6/23/2023	16.62
	STATE WITHHOLDING	DFT0001460	6/23/2023	3,459.16
	STATE DISABILITY INSURANCE	DFT0001460	6/23/2023	900.91
	STATE WITHHOLDING	DFT0001463	7/6/2023	215.52
	STATE DISABILITY INSURANCE	DFT0001463	7/6/2023	60.27
	STATE DISABILITY INSURANCE	DFT0001468	7/13/2023	16.62
	STATE WITHHOLDING	DFT0001468	7/13/2023	3,466.04
	STATE DISABILITY INSURANCE	DFT0001468	7/13/2023	908.79
T & T TRUCK & CRANE SERVICE				260.00
	ASPHALT DISPOSAL	40112	6/20/2023	260.00
TOTAL BARRICADE SERVICE INC.				1,102.60
	METERS & SERVICES - 4505 FOOTHILL & LINDEN AVE	40113	6/20/2023	1,102.60
UNION BANK				42,261.55
	FICA PR	DFT0001461	6/23/2023	10,484.42
	FEDERAL W/H	DFT0001461	6/23/2023	7,627.02
	MEDICARE W/H	DFT0001461	6/23/2023	2,451.98
	FICA PR	DFT0001464	7/5/2023	679.36
	MEDICARE W/H	DFT0001464	7/5/2023	158.88
	FICA PR	DFT0001469	7/12/2023	10,760.24
	FEDERAL W/H	DFT0001469	7/12/2023	7,583.13
	MEDICARE W/H	DFT0001469	7/12/2023	2,516.52
UNUM LIFE INSURANCE COMPANY				688.21
	LIFE INSURANCE - AUGUST	40142	7/12/2023	688.21
USPS				500.00
	REFILL POSTAGE MACHINE	40120	6/21/2023	500.00
VANCE KEISER				211.25
	REIMBURSE - D2 & T2 CERTIFICATION EXAM	40127	6/28/2023	211.25
VENTURA FEED & PET SUPPLIES, INC.				220.00
	SAFETY BOOTS - JDR	APA000932	6/30/2023	220.00
VERIZON WIRELESS				346.30
	CREW CELL PHONES - JUNE	40143	7/12/2023	346.30
WATER SYSTEMS CONSULTING, INC.				31,976.00
	CAPP - FINAL DESIGN - MAY	40114	6/20/2023	31,976.00
WEX BANK				2,589.05
	FUEL CHARGES - JUNE	40133	7/6/2023	2,589.05
Total: \$				468,955.78

Rancho Monte Alegre - Account Check Report

FLOWERS & ASSOCIATES, INC				1,756.00
	RMA BRIDGE REPLACEMENT - MAY	5001	6/20/2023	1,756.00
PADRE ASSOCIATES, INC				442.50
	RMA PROJECT - JAN-MAY	5002	6/20/2023	442.50
Total: \$				2,198.50



AGENDA

REGULAR MEETING OF THE BOARD OF DIRECTORS OF CARPINTERIA GROUNDWATER SUSTAINABILITY AGENCY



CARPINTERIA CITY HALL
5775 CARPINTERIA AVENUE
CARPINTERIA, CA 93013

Wednesday, August 23, 2023 at 5:35 p.m.



1. CALL TO ORDER
2. PUBLIC FORUM (Any person may address the Board of Directors on any matter within its jurisdiction which is not on the agenda).
3. APPROVAL ITEMS
 - A. ****Minutes for the Meeting of the Board held on June 28, 2023**
 - B. ****Disbursement Report for May 16, 2023 – July 15, 2023**
 - C. ****Annual Vendor Payment Report – FY 22/23**
4. UNFINISHED BUSINESS – none
5. NEW BUSINESS
 - A. ****Consider Bartlett Pringle & Wolf Audit Arrangement Letter for Fiscal Year 2022-23 (for action, General Manager McDonald).**
 - B. ****Consider Resolution 029 establishing an appeal process for FY 24 GSA Fee (for information, Executive Director Bob McDonald).**
 - C. ****Consider adoption of Resolution 028 Adopting Conflict of Interest Code as Set Forth in California Code of Regulations Sec 18730 (for action, Executive Director Bob McDonald).**
 - D. **Consider Groundwater Sustainability Plan Status (for information, Executive Director Bob McDonald).**

**Indicates attachment of document to agenda packet.

6. EXECUTIVE DIRECTOR REPORTS (for information) –

A. **GSPAC Meeting – July 25, 2023 – Director Holcombe & Executive Director McDonald

7. ADJOURNMENT

Robert McDonald, Secretary

The above matters are the only items scheduled to be considered at this meeting.

Note: The above Agenda was posted at Carpinteria Valley Water District Administrative Office in view of the public no later than 5:00 p.m., August 20, 2023. 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.

17. METERS AND APPLIANCES

- a. **Meters and Appliances:** All meters and appliances (such as meter boxes, valves, radios, external antennas etc.) installed by the District upon the customer's property for the purpose of delivering water to the customer shall be the property of the District, and may be repaired, replaced or removed by the District at any time. No customer may refuse the installation of any type of water meter for any reason.

Customers may opt-out of the installation of any radio transmitter associated with meter reading after completing an application for opt-out and payment of any associated fees and charges. (See [Appendix C](#) and [Appendix J](#).)

Meters and appliances must be accessible to the District or its duly authorized agents at all times. Barriers to access – including but not limited to fences, landscaping, gates, locks, vehicles, equipment, dogs or other animals or refuse will be reported to the customer and required to be corrected immediately. Should a condition limiting access remain, the District reserves the right to discontinue service after giving written notice to the customer via certified mail with return receipt. Service may be discontinued seven days after customer receipt of written notice and remain discontinued until such time as the condition limiting access has been modified or removed and access is deemed safe and acceptable by the District.

Except as herein otherwise provided, no rent or other charge shall be made by the customer against the District nor by the District against the customer for placing or maintaining said meters and appliances upon the customer's premises. The customer shall exercise reasonable care to prevent the District's meters and equipment from being injured or destroyed. In the event customer identifies any defect in the meter, customer shall notify the District thereof immediately.

The District shall have the right to remove any and all of its facilities installed on customer's premises at the termination of the service.

- b. **Meter Installation:** All meters and appliances shall be installed by the District. Meters, wherever practicable, shall be placed in suitable meter boxes located in

the parkway adjacent to the curb line. When it is not practicable to place meters in the parkway, the meters shall be installed in some convenient place approved by the District upon the customer's premises, in an approved easement, and in a location that is at all times accessible for inspection, reading and testing. The District shall not install submeters. The District shall not use customer installed submeters for its metering or billing.

- c. **Meter Tampering**: The customer shall not make or maintain any by-pass or other connection between the meter and the District's main. The customer shall not tamper with the meter or any other appliance or interfere with the operation of the meter or appliances in any manner or for any purpose. Penalties for tampering with a meter or appliances or bypassing a meter may include, but are not limited to, tampering fines and penalties, fees for unmeasured water consumption, meter and appliance replacement costs and labor, criminal prosecution and disconnection of District water service (see [Appendix C](#)).

d. **Number of ~~Accounts per Water Service Connection~~ business or dwelling units per water service connection**:

(1) In accordance with Senate Bill 7 (SB 7), the District requires all new construction of multi-family residential structures to be individually metered or master metered with submeters. The District defines multi-family residences as multiple dwelling units in one building, or dwelling units in separate buildings that share a wall.

Each building in a multi-family development may be eligible for a master meter with submeters (instead of individual meters) if it meets the relevant criteria below. However, final determination of master meter eligibility is at the District's discretion.

(i) A building with more than 10 rental dwelling units is eligible for a master meter with submeters.

(ii) Buildings with more than 10 owned dwelling units are only eligible for a master meter with submeters if the District determines plumbing of individual meters is not feasible or individual meters do not fit in the right of way.

(iii) Buildings with fewer than 10 dwelling units are not eligible for master meters.

(2) Hospitality developments may use master meters to serve multiple sleeping rooms. The District does not require individual meters or submeters for individual sleeping rooms.

(3) The District recommends individual meters for each commercial, industrial, and public authority (CII) business. The District may allow master meters to serve multiple CII business if it determines individual meters are not practical.

(4) Stand-alone single family residential dwelling units must be individually metered except as follows:

(i) residential dwelling units on agricultural parcels; or

(ii) accessory dwelling units as defined below.

~~d. In all cases in which water is to be served to a building occupied by multiple accounts, independent services to the curb line must be provided for each independent customer.~~

~~(1) Santa Barbara county code Section 14-23.080 and California Plumbing Code Section 608.8 adopted by the City of Carpinteria require each dwelling unit within a multi-family residential building to be separately metered for water service.~~

~~(2) Santa Barbara county code Section 14-23.090 and the City of Carpinteria Municipal code Section 13.08.240 requires each tenant in a commercial, industrial, or institutional buildings to be separately metered for water service unless this requirement is waived by the District for good cause.~~

~~(3) For example, a development is proposed to include four residential condominiums and three commercial stores. The proposed development would require seven appropriately-sized service connections in addition to any fire service connections deemed necessary by the responsible agency.~~

~~In all cases in which water is to be served to a parcel with multiple residential dwelling units, independent services to the curb line must be provided for each residential dwelling unit except as follows:~~

~~(1) residential dwelling units on agricultural parcels; or~~

~~(2)(5) accessory dwelling units as define below.~~

- e. **Accessory Dwelling Units:** District rules and regulations shall comply with California and local requirements regarding Accessory Dwelling Units (ADU) and Junior Accessory Dwelling Units (JADU).

ADUs / JADUs constructed either within an existing building envelope or in a new permitted structure, will not be required to be independently metered, nor will the ADU/JADU be subject to Capital Cost Recovery Fees (CCRF). However, all ADU / JADU developments will be required to meet District and local agency requirements for hydraulic capacity of service, including service line capacity, water meter capacity and if applicable fire sprinkler capacity. In the event that ADU / JADU developments require increased service or meter capacity, costs associated with increased service will be applied as described in Rules 9 and 10 and [Appendix D](#).

The District will consider ADUs with a footprint of 750 square feet or more as separate dwelling units from the main structure. The District will reclassify accounts with ADUs of 750 sqft or greater as Master Meter Residential accounts and these accounts will be subject to the rates and charges associated with this account class. The District will not consider JADUs or ADUs with a footprint of less than 750 square feet as separate dwelling units. The District will not reclassify accounts that add an ADU / JADU of less than 750 square feet.

- f. **Irrigation Meters:** Facilities for irrigation of new and existing parks, medians, landscaped public area, lawns or gardens surrounding condominiums, townhouses, apartments, and industrial parks shall be designed and installed in such a way to conserve water. The rate and extent of water application shall be controlled by the owner so as to minimize water usages.

Dedicated landscape water meters are required for residential landscapes over 5,000 square feet, non-residential landscapes over 1,000 square feet, and shared landscaped common areas. Dedicated landscape meters must be installed by the District, be on a dedicated service line and be installed with approved backflow prevention.

In most cases the irrigation meter shall be sized based on the peak flow through a single valve of the irrigation system (i.e. highest producing valve). However, the District reserves the right to further evaluate the system and to select a meter size that best meets the needs of the system. The meter size may be based on multiple valves, branches of the system , square footage, or as deemed most appropriate by the District.



Carpinteria Valley Water District

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

BOARD OF DIRECTORS

Case Van Wingerden
President
Shirley L. Johnson
Vice President

Casey Balch
Polly Holcombe
Matthew Roberts

GENERAL MANAGER

Robert McDonald, P.E. MPA

STAFF REPORT

To: CVWD Board of Directors

From: Bob McDonald, General Manager

Date: August 4, 2023

Prepared By: Maso Motlow, Management Analyst

For Consideration: Item VII.B. Approve changes to Rule 29 of the District's Rules and Regulations

Background

Historically, customers and the District would become aware of leaks when there was a significant increase in a customer's bill, or there were visual cues of excess water around a customer's property. Now, Advanced Metering Infrastructure (AMI) meters can detect very small leaks on a daily basis instead of once a month at meter reading.

Previously, the District's Rules and Regulations required customers to resolve all leaks detected through the AMI system within 72 hours. Based on experience, District staff know this standard is not practical. The tiny leaks detected by the AMI system can be extremely difficult to find. On larger properties, even mid-size leaks can be extremely difficult to find. Further, the cost of hiring a plumber to investigate the leak can far outweigh the impact of the leak on the customer's bill. Therefore, the District revised its leak policy.

Existing policy

The Rules & Regulations adopted by the District on June 28, 2023 revised the District's leak requirements to differentiate between large and small leaks. The District now requires customers to resolve large leaks (greater than 100 gallons per hour) within 30 days, notify the District if they have legitimate continuous flow (not a leak), and sign up for EyeOnWater. The District does not require customers to resolve leaks less than 100 GPH. Below is a summary of the requirements in the Rules and Regulations adopted 6/28/23.

Large leaks (> 100 GPH) requirements for customers

- **Respond** to District with 3 days to acknowledge the leak, or to inform the District that the leak is legitimate continuous flow.
 - *Manufacturing processes and large irrigation operations are two examples of businesses which may use water continuously throughout a 24-hour period. The District would consider these operations to have legitimate continuous flow, not a leak.*
- **Resolve** the leak(s) within 30 days.
- **Sign-up** for EyeOnWater which is the quickest way to identify meter leaks and understand your usage.

Other leaks (<= 100 GPH) recommendations for customers

- **Make a good-faith effort** to identify and resolve the leak.
- Sign-up for EyeOnWater

Proposal

The District is proposing two changes to the current leak policy within its Rules & Regulations.

1. Change the threshold for large leaks to > 60 GPH (instead of >100 GPH)
2. Impose fines on accounts that do not resolve large leaks within 30 days.

Large leak threshold

There are primarily two reasons for setting the threshold for large leaks at 60 GPH. First, there is not sufficient data on leak patterns within the District to identify an alternative threshold. Second, and most importantly, the threshold of 60 GPH enables manageable procedures for District staff. For each large leak, District staff contact the customer and track the status of their leak. These procedures can become burdensome for staff if they are too numerous.

The Beacon website provides pre-set filters for reviewing leaks. Specifically, Beacon allows staff to filter for leaks >60 GPH. This is the largest leak filter Beacon provides. By aligning its policy with Beacon's filters, the District can avoid creating an unsustainable workload for staff.

Fines for violations

The District's drought regulations include fines for violations of the drought ordinance. Essentially, these fines are for wasting water. Therefore, it is reasonable to use a similar fine structure for customers who do not resolve large leaks since long-term leaks are another form of water waste.

Customers who do not resolve their large leak within 30 days will be subject to the following fine structure. The stage three drought fine structure is included for reference.

	Fines in Stage Three Drought Ordinance	Trigger – duration of leak	Proposed fines for large leaks
1 st violation	Written warning	30-60 days	Letter + \$25 fine
2 nd violation	Letter + \$25 fine	61-90 days	Letter + \$100 fine
3 rd violation	Letter + \$100 fine	Over 90 days	Letter + \$500 fine
Subsequent violations	Letter + \$100 fine per day (limit \$500)		

Recommendation

Revise the definition of large leaks in Rule 29 of the Rules & Regulations from >100 GPH to >60 GPH.

Revise Rule 29 of the Rules & Regulations to define fines for large leak violations.

29. WRONGFUL USE OR WASTE OF WATER

No customer shall provide water to any person, company or corporation other than the occupant or occupants of the premises of said customer, nor shall any customer knowingly permit leaks or waste of water. If any customer willfully or negligently wastes water, the water may be shut off and the connection sealed by the District, and the water shall not be turned on again until a reconnection fee is paid by said customer to the District, in addition to accrued monthly service charges and fees for metered water use. The reconnection fee is provided in the District's annual fee table in [Appendix C](#).

- a. **Water Waste:** In accordance with District regulations, water waste includes, but is not limited to: irrigation of turf and landscapes within 48 hours of measurable rainfall; run-off onto hard surfaces; washing of driveways, sidewalks or other hard surfaces with a garden hose; the use of a garden hose without an automatic shut-off nozzle and the use of a fountain or decorative water feature without a recirculating water pump. Additionally prohibition against use of single pass cooling towers, non-recirculating vehicle wash and laundry facilities for all development and tenant improvements.

The District will contact customers if it becomes aware of water waste. Customers must cease water waste activities (e.g., washing of hard surfaces) immediately. If water is running off the property due to a leak, the customer must respond to the District and take steps to address the leak(s) within three days. See the Leak Policy below for additional guidance.

- b. **Leak Policy:** Any unresolved leak constitutes a waste of water. However, the District recognizes that identifying and resolving leaks can require significant effort and potentially significant financial investment. Therefore, the District's policy for fixing leaks is designed to reduce water waste without placing an unnecessary financial burden on customers.

The District's Advanced Metering Infrastructure (AMI) automatically detects continuous flow and reports the flow rate on the Beacon online portal. The District monitors Beacon and may contact customers with continuous flow ~~above 60 gallons per hour (GPH)~~. Customers can detect and monitor their own leaks through

EyeOnWater. The action required by the customer depends on the rate of flow detected.

(1) Flow greater than or equal to ~~100-60~~ gallons per hour (GPH): The customer must respond to the District within 72 hours to confirm whether the source of flow is process water (i.e., a legitimate source of continuous flow), or leaks. If the customer does not respond, the District will assume the customer has leaks, and proceed as such.

If the source of flow is leaks, not process water, the customer must resolve the leaks and sign up for EyeOnWater within 30 days. If the customer does not resolve the leak(s) within 30 days the District may shut off the customer's water and levy penalties.

(4) The District will consider the leak(s) resolved when the leak rate reported on Beacon (i.e., EyeOnWater) is less than or equal to 60 GPH. If the leak rate later increases to > 60 GPH the customer will once again have a large leak and be subject to the requirements in this rule.

(2) Flow less than ~~100-60~~ gallons per hour: If the rate of continuous flow is less than ~~100-60 gallons per hour (GPH)~~, the District requires the customer to sign up for EyeOnWater within 30 days and make a good faith effort to resolve the leak. The District's website provides information on tests the customer can perform to identify the leak(s). These tests do not require special equipment or professional services.

Customers who do not resolve their large leak(s) within 30 days will be subject to the following fine structure unless the District decides to waive the fine. Further, if a customer with legitimate continuous flow does not inform the District the source of

continuous flow is legitimate, not a leak, it will be subject to the leak procedures stated above and the fines listed below.

- 1st violation occurs after 30-60 days: \$25 fine and violation letter
- 2nd violation occurs after 60-90 days: \$100 fine and violation letter
- Subsequent violations occur every 30 days starting at 91 days: \$500 fine and violation letter

Appendix C

Miscellaneous Service Fees and Charges

Electronic Payment Fee	T.B.D.	Rule 5
Telephone Payment Fee (IVR)	\$1.25 per transaction	Rule 5
Returned Check Fee	\$25.00	Rule 5
Meter Downsizing Deposit	Deposit is cost plus 40% basis for materials and outside services; cost plus 55% for equipment and cost plus 85% for labor.	Rule 7(d)
Pumping Surcharge		Rule 8(h)
Pressure Zone I	connections served by Gobernador Reservoir \$0.23 per 100 cubic feet	
Pressure Zone II	connections served by Shepard Mesa Tank \$0.47 per 100 cubic feet	
Meter Installation / Removal Deposits		Rules 7(e) / 9(a)
	<u>Meter Size</u>	<u>Deposit</u>
	3/4" & 1"	\$20,000.00
	1 1/2" & 2"	\$27,000.00
	greater than 2"	As determined by Manager
Fire Sprinkler Outlet Deposits		Rule 9(a)
	<u>Outlet Size</u>	<u>Deposit</u>
	4"	\$25,000.00
	6"	\$35,000.00
	8"	\$40,000.00
	greater than 8"	As determined by Manager
	fire hydrant	\$35,000.00
Residential Equivalency Fee (REQ)	\$26.08 per month	Rule 11(a)
Late Fee	\$27.00	Rule 13(d) / 13(i)
Reconnection Administration Fee	\$37.00	Rules 14 / 22 / 29
Records Reproduction Fee	\$0.50 per page \$5.00 per map page \$5.00 per video / dvd	Rule 16
Meter Tests Deposit		Rule 18
	<u>Meter Size</u>	<u>Deposit</u>
	1" or less	\$295.00
	Over 1"	\$425.00
Temporary Service Connection Fee	\$75.00	Rule 21(e)
Temporary Service Relocation Fee	\$35.00 per move	Rule 21(g)
Temporary Service Deposit	As determined by Manager	Rule 21(b)
Non-emergency after hours response	\$268	Rule 34
Tampering Fee	\$500.00	Rules 17(c) / 22
Lien Recording Fee	\$4.00	Rule 36(a)
Lien Release Fee	\$31.00	

AMI Transmitter Opt-out Fee	\$36.35	Rule 17(a)
Monthly meter reading charge	\$10.05	
<u>1st leak violation</u>	<u>\$25.00</u>	<u>Rule 29</u>
<u>2nd leak violation</u>	<u>\$100.00</u>	
<u>Subsequent leak violations</u>	<u>\$500.00 per violation</u>	
Equipment & Fuel Charges		Rules <u>7/ 8 / 9</u>
	Equipment charges	Fuel charges
Back-hoe	\$ 48.00 per hour	\$6.00 per day
Compressor & tools	\$ 250.00 per day	\$6.00 per day
Crew truck	\$ 64.00 per hour	\$6.00 per day
Concrete saw	\$ 225.00 per day	\$6.00 per day
Dump truck	\$ 50.00 per hour	\$6.00 per day
Generator	\$ 69.50 per day	\$6.00 per day
Pick-up truck	\$ 25.00 per hour	\$6.00 per day
Skid-steer	\$ 32.00 per hour	\$6.00 per day
Tapping tool	\$200.00 First tap + tool	
	\$100.00 each additional tap	
Traffic control devices	\$150.00 per day	
Trash pump	\$ 160.50 per day	\$6.00 per day
Whacker / compactor	\$ 130.00 per day	\$6.00 per day
Vacuum truck / trailer	\$ 64.00 per hour	\$6.00 per day
Boring tools	\$ 300.00 per day	
Light tower	\$ 200.00 per day	\$6.00 per day

Equipment charges based on Cal Trans / contractor rates.



BARTLETT, PRINGLE & WOLF, LLP
CERTIFIED PUBLIC ACCOUNTANTS AND CONSULTANTS

August 3, 2023

Norma Rosales
Carpinteria Valley Water District
1301 Santa Ynez Avenue
Carpinteria, CA 93013

Dear Norma:

The Objective and Scope of the Audit of the Financial Statements

You have requested that Bartlett, Pringle & Wolf, LLP (BPW) audit Carpinteria Valley Water District's (the District) statements of net position as of June 30, 2023, and the related statements of revenues, expenses and changes in net position and cash flows for the year then ended, and the related notes to the financial statements as of and for the year ending June 30, 2023, which collectively comprise the basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter (Arrangement Letter).

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

The Responsibilities of the Auditor

We will conduct our audit in accordance with (GAAS). Those standards require that we comply with applicable ethical requirements. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout each audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

We will communicate to the Board of Directors (a) any fraud involving senior management and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements that becomes known to us during the audit, and (b) any instances of noncompliance with laws and regulations that we become aware of during the audit (unless they are clearly inconsequential).

As this engagement is not designed to be a fraud audit, management understands and accepts the inherent limitations of the audit services described in this agreement.

We will maintain our independence in accordance with the standards of the American Institute of Certified Public Accountants.

The Responsibilities of Management and Identification of the Applicable Financial Reporting Framework

Management is responsible for:

1. Identifying and ensuring that the District complies with the laws and regulations applicable to its activities, and for informing us about all known violations of such laws or regulations, other than those that are clearly inconsequential;
2. The design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving management, employees who have significant roles in internal control, and others where the fraud could have a material effect on the financial statements; and
3. Informing us of its knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, analysts, regulators, short sellers, vendors, customers or others.

Management is responsible for the preparation of the required supplementary information (RSI) which accounting principles generally accepted in the United States of America (U.S. GAAP) require to be presented to supplement the basic financial statements. Management is also responsible for the preparation of the supplementary information presented in relation to the financial statements as a whole in accordance with U.S. GAAP. Management agrees to include the auditor's report on the supplementary information in any document that contains the supplementary information and indicates that the auditor has reported on such supplementary information. Management also agrees to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance of the supplementary information and the auditor's report thereon.

The Board of Directors is responsible for informing us of its views about the risks of fraud within the District, and its knowledge of any fraud or suspected fraud affecting the District.

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP);
2. To evaluate subsequent events through the date the financial statements are issued or available to be issued, and to disclose the date through which subsequent events were evaluated in the financial statements. Management also agrees that it will not conclude on subsequent events earlier than the date of the management representation letter referred to below;

3. For the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and
4. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including information relevant to disclosures;
 - b. Draft financial statements, including information relevant to their preparation and fair presentation, when needed, to allow for the completion of each audit in accordance with the proposed timeline;
 - c. Additional information that we may request from management for the purpose of the audit; and
 - d. Unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

As part of our audit process, we will request from management and, when appropriate, those charged with governance] written confirmation concerning representations made to us in connection with the audit, including among other items:

1. That management has fulfilled its responsibilities as set out in the terms of this Arrangement Letter; and
2. That it believes the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Our Report

We will issue a written report upon completion of the audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinion, or add an emphasis-of-matter paragraph or other-matter paragraph to our auditor's report.

If circumstances arise relating to the condition of the District's records, the availability of appropriate audit evidence or indications of a significant risk of material misstatement of the financial statements because of error, fraudulent financial reporting or misappropriation of assets which, in our professional judgment, prevent us from completing the audit or

forming an opinion, we retain the unilateral right to take any course of action permitted by professional standards, including, but not limited to, declining to express an opinion or issue a report, or withdrawing from the engagement.

Records and Assistance

During the course of our engagement, we may accumulate records containing data that should be reflected in the District's books and records. The District will determine that all such data, if necessary, will be so reflected. Accordingly, the District will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by District personnel, including the preparation of schedules and analyses of accounts, has been discussed and coordinated with Norma Rosales, Assistant General Manager. The timely and accurate completion of this work is an essential condition to our completion of the audit and issuance of our audit report.

Accounting Services

In connection with our audit, you have requested us to perform the drafting of the financial statements.

Management's responsibilities also include designating qualified individuals with suitable skill, knowledge, and/or experience. Norma Rosales, Assistant General Manager, will oversee the services, make all significant judgments that are the proper responsibility of management, evaluate the adequacy of the services, make an informed judgment about the results of the services, and accept responsibility for them. You also agree to establish and maintain internal control over these services, including ongoing monitoring activities. At the conclusion of our audit, we will ask you to provide written representations to that effect.

Fees and Costs

Our fees for the services described above are based upon the value of the services performed and the time required by the individuals assigned to the engagement plus directly billed expenses, including report processing, travel, meals, and fees for services from other professionals, as well as a charge of 5% of fees for all other expenses, including indirect administrative expenses such as technology, research and library databases, communications, photocopying, postage and clerical assistance. Our fees for the audit, excluding expenses, will be approximately \$34,000 for the year ending June 30, 2023. That estimate is based on anticipated cooperation from your personnel, including timely responses, and the assumption that unexpected circumstances will not be encountered during the audit. Accounting consulting will be billed at our hourly rates. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Billings become delinquent if not paid within 30 days of the invoice date. If billings are past due in excess of 90 days, at our election, we may stop all work until your account is brought current, or withdraw from this engagement. The District acknowledges and agrees that we are not required to continue work in the event of the District's failure to pay on a timely basis for services rendered as required by this engagement letter. The District further acknowledges and agrees that in the event we stop work or withdraw from this engagement as a result of the District's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable for any damages that occur as a result of our ceasing to render services.

Use of Subcontractors and Third-Party Products

From time to time and depending upon the circumstances, we may, in our sole discretion, use affiliates of ours or qualified third-party service providers, some of whom may be cloud-based and located within or outside the United States, to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose Personal Information or Confidential Information (as both terms are defined below) to them. You hereby consent to us sharing your information, including Confidential Information and Personal Information, with these third-party service providers on the same basis as we would be permitted to share information with one of our employees; provided that such recipients are bound by written obligations of confidentiality that are as protective of your Confidential Information as the confidentiality terms set forth herein. You acknowledge and agree that our use of a third-party service providers may involve the processing, input, disclosure, movement, transfer, and storage of your information and data outside of our technology infrastructure.

We also may provide services to you using certain third-party hardware, software, software services, managed services (including, but not limited to, web hosting, data security, data back-up, email security, or similar services subject to direct end-user or subscription agreements), applications, and equipment (collectively, "Third-Party Products"). You acknowledge that your or our use of a Third-Party Product may involve the processing, input, disclosure, movement, transfer, and storage of information provided by you to us, including Personal Information and Confidential Information, within the Third-Party Product's infrastructure and not ours, and that the terms of use and service set forth in the end-user license, subscription, or other agreement with the licensor of such Third-Party Product, including, but not limited to, applicable laws, will govern all obligations of such licensor relating to data privacy, storage, recovery, security, and processing within such Third-Party Product's infrastructure, as well as, the service levels associated with such Third-Party Product. You hereby consent to the disclosure of your information, including your Confidential Information and Personal Information, to the licensors of such Third-Party Products for the purpose described herein.

You acknowledge that your or our use of Third-Party Products may be subject to limitations, delays, interruptions, errors, and other problems which are beyond our control, including, without limitation, internet outage or lack of availability related to updates, upgrades, patches, fixes, maintenance, or other issues. We will not be liable for any delays, delivery failures, or other losses or damages resulting from such issues. Nor will we be held responsible or liable for any loss, or unauthorized use or disclosure, of any information or data provided by you, including, without limitation, Personal Information provided by you, resulting from your or our use of a Third-Party Product.

Use and Ownership; Access to Audit Documentation

The Audit Documentation for this engagement is the property of BPW. For the purposes of this Arrangement Letter, the term “Audit Documentation” shall mean the confidential and proprietary records of BPW’s audit procedures performed, relevant audit evidence obtained, other audit-related workpapers, and conclusions reached. Audit Documentation shall not include custom-developed documents, data, reports, analyses, recommendations, and deliverables authored or prepared by BPW for the District under this Arrangement Letter, or any documents belonging to the District or furnished to BPW by the District.

Review of Audit Documentation by a successor auditor or as part of due diligence is subject to applicable BPW policies, and will be agreed to, accounted for and billed separately. Any such access to our Audit Documentation is subject to a successor auditor signing an Access & Release Letter substantially in BPW’s form. BPW reserves the right to decline a successor auditor’s request to review our workpapers.

In the event we are required by government regulation, subpoena or other legal process to produce our documents or our personnel as witnesses with respect to our engagement for the District, the District will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

You acknowledge and grant your assent that representatives of the cognizant or oversight agency or their designee, other government audit staffs, and the U.S. Government Accountability Office shall have access to the Audit Documentation upon their request and that we shall maintain the Audit Documentation for a period of at least three years after the date of the report, or for a longer period if we are requested to do so by the cognizant or oversight agency. Access to the requested Audit Documentation will be provided under the supervision of BPW audit personnel and at a location designated by our firm.

Indemnification, Limitation of Liability, and Claim Resolution

Because BPW will rely on the District and its management and Board of Directors to discharge the foregoing responsibilities, the District agrees to indemnify, hold harmless and release BPW and its partners, principals, officers, directors, employees, affiliates,

subsidiaries, contractors, Subcontractors, agents, representatives, successors, or assigns from all claims, liabilities, losses and costs arising in circumstances where there has been a knowing misrepresentation by a member of the District's management.

If any dispute arises among the parties hereto, the parties agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to litigation. The costs of any mediation proceeding shall be shared equally by all parties.

Client and accountant both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the applicable rules for resolving professional accounting and related services disputes of the American Arbitration Association, except that under all circumstances the arbitrator must follow the laws of California. Such arbitration shall be binding and final. **IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF A DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.** The prevailing party shall be entitled to an award of reasonable attorneys' fees and costs incurred in connection with the arbitration of the dispute in an amount to be determined by the arbitrator.

Confidentiality

BPW and the District may, from time to time, disclose Confidential Information (as defined below) to one another. Accordingly, BPW and the District agree as the recipient of such Confidential Information (the "Receiving Party") to keep strictly confidential all Confidential Information provided to it by the disclosing party (the "Disclosing Party") and use, modify, store, and copy such Confidential Information only as necessary to perform its obligations and exercise its rights under this Arrangement Letter and for no other purpose or use. Except as otherwise set forth herein, the Receiving Party may only disclose the Confidential Information of the Disclosing Party to its personnel, agents, and representatives who are subject to obligations of confidentiality at least as restrictive as those set forth herein and only for the purpose of exercising its rights and fulfilling its obligations hereunder. To avoid any doubt, BPW is permitted to disclose the District's Confidential Information to BPW's personnel, agents, and representatives for the purpose of maintaining compliance with applicable laws and professional, regulatory, and/or ethical standards.

As used herein, "Confidential Information" means, information in any form, oral, graphic, written, electronic, machine-readable or hard copy consisting of: (i) any nonpublic information provided by the Disclosing Party, including, but not limited to, all of its inventions, designs, data, source and object code, programs, program interfaces, know-how, trade secrets, techniques, ideas, discoveries, marketing and business plans, pricing,

profit margins and/or similar information; (ii) any information that the Disclosing Party identifies as confidential; or (iii) any information that, by its very nature, a person in the same or similar circumstances would understand should be treated as confidential, including, but not limited to, this Arrangement Letter.

As used herein, the term “Confidential Information” will not include information that: (i) is publicly available at the time of disclosure by the Disclosing Party; (ii) becomes publicly available by publication or otherwise after disclosure by the Disclosing Party, other than by breach of the confidentiality obligations set forth herein by the Receiving Party; (iii) was lawfully in the Receiving Party’s possession, without restriction as to confidentiality or use, at the time of disclosure by the Disclosing Party; (iv) is provided to the Receiving Party without restriction as to confidentiality or use by a third party without violation of any obligation to the Disclosing Party; or (v) is independently developed by employees or agents of the Receiving Party who did not access or use the Confidential Information.

The Receiving Party will treat the Disclosing Party’s Confidential Information with the same degree of care as the Receiving Party treats its own confidential and proprietary information, but in no event will such standard of care be less than a reasonable standard of care. The Receiving Party will promptly notify the Disclosing Party if it becomes aware that any of the Confidential Information of the Disclosing Party has been used or disclosed in violation of this Arrangement Letter.

Notwithstanding the foregoing, in the event that the Receiving Party becomes legally compelled to disclose any of the Confidential Information of the Disclosing Party, or as may be required by applicable regulations or professional standards, the Receiving Party will use commercially reasonable efforts to provide the Disclosing Party with notice prior to disclosure, to the extent permitted by law.

Preexisting Nondisclosure Agreements

In the event that the parties have executed a separate nondisclosure agreement and such agreement does not automatically terminate or expire upon execution of this Arrangement Letter, such agreement shall be terminated as of the effective date of this Arrangement Letter.

Information Security

BPW is committed to the safe and confidential treatment of the District’s proprietary information. BPW is required to maintain the confidential treatment of client information in accordance with relevant industry professional standards which govern the provision of services described herein. The District agrees that it will not provide BPW with any unencrypted electronic confidential or proprietary information, and the parties agree to utilize commercially reasonable measures to maintain the confidentiality of the District’s information, including the use of collaborate sites to ensure the safe transfer of data between the parties.

In connection with this engagement, we may communicate with you or others via email transmission. We take reasonable measures to secure your confidential information in our email transmissions, including password protecting confidential documents. However, as email can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom it is directed and only to such parties, we cannot guarantee or warrant that email from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure or communication of email transmissions, or for the unauthorized use or failed delivery of email transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of sales or anticipated profits, or disclosure or communication of confidential or proprietary information.

From time to time and depending upon the circumstances, we may use third-party service providers to assist us in providing professional services to you. In such circumstances, it may be necessary for us to disclose confidential client information to them. We enter into confidentiality agreements with all third-party service providers and we are satisfied that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others.

Personal Information

As used herein, the term “Personal Information” means any personal information that directly or indirectly identifies a natural person as may be defined by applicable privacy, data protection or cybersecurity laws, and includes, but is not limited to, nonpublic, personally identifiable information such as Social Security numbers, Social Insurance numbers, driver’s license numbers or state- or province-issued identification card numbers, credit or debit card numbers with or without any required security code, number or passwords, health information, and other personal information as defined by applicable laws, whether of the District or the District’s customers or other third parties.

Each party agrees that it will not transmit to the other in any manner, (i) Personal Information that is not needed to render the services hereunder, and (ii) Personal Information that has not been encrypted. In the event you transmit to us Personal Information in an unencrypted format or via unencrypted means, you agree that we have no obligation to notify you of the foregoing.

You represent and warrant that you have provided all notices and obtained all consents required under applicable data protection laws prior to your collection, use and disclosure to us or our Subcontractors of such Personal Information and shall take reasonable steps to ensure that such Personal Information does not include irrelevant or unnecessary information about individuals.

In the event the services provided hereunder involve Personal Information collected in Canada, you acknowledge that we or our Subcontractors performing services hereunder on our behalf may store, transfer, and/or process such Personal Information in locations and on servers located outside of Canada, including jurisdictions such as the United States whose data protection laws differ from those of Canada. As a result, such Personal Information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions, including the United States, according to the laws in those jurisdictions. Subject to applicable laws in such other jurisdictions, we will use reasonable efforts to require that appropriate protections are in place to require our Subcontractors maintain protections on Personal Information collected in Canada that are equivalent to those that apply in Canada.

Upon your written request, we will enter into a mutually agreed upon agreement relating to the lawful cross-border transfer and processing of Personal Information.

We will use all such District-provided Personal Information, if at all, only for the purposes described in this Arrangement Letter. The parties agree that as part of the performance of the services as described in this Arrangement Letter, and as part of the direct business relationship between the parties, we may, at our election, use the Personal Information to improve the services and for other similar internal and business purposes. We agree to maintain appropriate security measures to protect such Personal Information in accordance with applicable laws.

If we become aware of an unauthorized acquisition or use of District-provided Personal Information, we will promptly inform you of such unauthorized acquisition or use as required by applicable laws and, upon your written request, reasonably cooperate with you at your sole cost in support of any breach notification requirements as imposed upon you by applicable laws.

Retention of Records

It is our policy to keep records related to this engagement for seven years. However, BPW does not keep any original client records, so we will return those to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

By your signature below, you acknowledge and agree that upon the expiration of the seven-year period BPW shall be free to destroy our records related to this engagement.

Termination

Your failure to make full payment of any and all undisputed amounts invoiced in a timely manner constitutes a material breach for which we may refuse to provide deliverables and/or, upon written notice, suspend or terminate our services under this Arrangement

Letter. We will not be liable to you for any resulting loss, damage or expense connected with the suspension or termination of our services due to your failure to make full payment of undisputed amounts invoiced in a timely manner.

In the event you terminate this engagement, you will pay us for all services rendered (including deliverables and products delivered), expenses incurred, and noncancelable commitments made by us on your behalf through the effective date of termination.

We will not be responsible for any delay or failure in our performance resulting from acts beyond our reasonable control or unforeseen or unexpected circumstances, such as, but not limited to, acts of God, government or war, riots or strikes, disasters, fires, floods, epidemics, pandemics or outbreaks of communicable disease, cyberattacks, and internet or other system or network outages. At your option, you may terminate this Arrangement Letter where our services are delayed more than 120 days; however, you are not excused from paying us for all amounts owed for services rendered and deliverables provided prior to the termination of this Arrangement Letter.

When an engagement has been suspended at the request of management or those charged with governance and work on that engagement has not recommenced within 120 days of the request to suspend our work, BPW may, at its sole discretion, terminate this arrangement letter without further obligation to the District. Resumption of review work following termination may be subject to our client acceptance procedures and, if resumed, will necessitate additional procedures not contemplated in this arrangement letter. Accordingly, the scope, timing and fee arrangement discussed in this arrangement letter will no longer apply. In order for BPW to recommence work, a new arrangement letter would need to be mutually agreed upon and executed.

We may terminate this Arrangement Letter upon written notice if: (i) we determine that our continued performance would result in a violation of law, regulatory requirements, applicable professional or ethical standards, or our client acceptance or retention standards; or (ii) you are placed on a verified sanctioned entity list or if any director or executive of, or other person closely associated with, you or any of your affiliates is placed on a verified sanctioned person list, in each case, including, but not limited to, lists promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. State Department, the United Nations Security Council, the European Union, or any other relevant sanctioning authority.

The parties agree that those provisions of this Arrangement Letter which, by their context, are intended to survive, including, but not limited to, payment, limitations on liability, claim resolution, use and ownership, and confidentiality obligations, shall survive the termination of this Arrangement Letter.

Miscellaneous

The District agrees that it will not associate us with any public or private securities offering without first obtaining our consent. Therefore, the District agrees to contact us before it includes our reports, or otherwise makes reference to us, in any public or private securities offering. Our association with an official statement is a matter for which separate arrangements may be necessary. The District agrees to provide us with printer's proofs or masters of such offering documents for our review and approval before printing, and with a copy of the final reproduced material for our approval before it is distributed.

We agree that our association with any proposed offering is not necessary, providing the District agrees to clearly indicate that we are not associated with the contents of any such official statement or memorandum. The District agrees that the following disclosure will be prominently displayed in any such official statement or memorandum:

Bartlett, Pringle & Wolf, LLP, our independent auditor, has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Bartlett, Pringle & Wolf, LLP also has not performed any procedures relating to this official statement.

Our professional standards require that we perform certain additional procedures, on current and previous years' engagements, whenever a partner or professional employee leaves the firm and is subsequently employed by or associated with a client in a key position. Accordingly, you agrees to compensate us for any additional costs incurred as a result of you employment of one of our partners, principals or employees.

Entire Agreement

This Arrangement Letter constitutes the complete and exclusive statement of agreement between BPW and the District, and supersedes all prior agreements, understandings, and proposals, whether oral or written, relating to the subject matter of this Arrangement Letter.

If any term or provision of this Arrangement Letter is determined to be invalid or unenforceable, such term or provision will be deemed stricken, and all other terms and provisions will remain in full force and effect.

This Arrangement Letter may be amended or modified only by a written instrument executed by both parties.

Electronic Signatures and Counterparts

Each party hereto agrees that any electronic signature of a party to this agreement or any electronic signature to a document contemplated hereby (including any representation letter) is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic

delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to, (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities or (iv) a digital signature. This agreement may be executed in one or more counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement. Paper copies or "printouts," of such documents if introduced as evidence in any judicial, arbitral, mediation or administrative proceeding, will be admissible as between the parties to the same extent and under the same conditions as other original business records created and maintained in documentary form. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

Please sign and return a copy of this Arrangement Letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit, including our respective responsibilities.

Acknowledgement and Acceptance

Each party acknowledges that it has read and agrees to all of the terms and conditions contained herein. Each party and its signatory below represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the undertakings and obligations contained herein.

Very truly yours,

BARTLETT, PRINGLE & WOLF, LLP
Certified Public Accountants and Consultants



Tracey Solomon
Partner

TAS/jf
Enclosures

Approved:

Signature

RESOLUTION NO. 1148

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CARPINTERIA VALLEY WATER DISTRICT APPROVING THE
SECOND AMENDMENT OF THE JOINT EXERCISE OF POWERS
AGREEMENT CREATING THE CENTRAL COAST WATER
AUTHORITY AND FINDING SUCH ACTION EXEMPT FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

WHEREAS, in 1991, Carpinteria Valley Water District and seven other public agencies (collectively, the “Parties”) formed the Central Coast Water Authority (“Authority”) by that certain Joint Exercise of Powers Agreement dated August 1, 1991 (“Agreement”); and

WHEREAS, effective December 12, 2017, the Parties entered into a First Amendment of the Agreement; and

WHEREAS, the Parties desire to further amend the Agreement by adding subsection (q) to Section 5 of the Agreement, authorizing the Authority to enter into contracts or take any other action necessary or convenient for the storage and use of water in a groundwater bank, reservoir, or any other system or facilities for the storage of water.

NOW, THEREFORE, BE IT RESOLVED as follows:

SECTION 1.

The above recitals are true and correct and are incorporated herein as though set forth in full.

SECTION 2.

The Board of Directors approves the Second Amendment to the Agreement, attached hereto as **Exhibit A**, and authorizes the President of the Board to execute the amendment.

SECTION 3.

The Board of Directors finds and determines that approval of the Second Amendment to the Agreement is exempt from the California Environment Quality Act (CEQA) because it is not a “project” under CEQA Guidelines § 15378(b)(5) and the “common-sense” categorical exemption at CEQA Guidelines § 15061(b)(3) applies. None of the exceptions to the exemption are applicable. The basis for the exemption determination is more fully described in the Notice of Exemption attached hereto as **Exhibit B**.

PASSED, APPROVED AND ADOPTED on _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Case Van Wingerden, President

ATTEST:

Robert McDonald, Secretary

I hereby certify that the foregoing resolution was adopted at a regular meeting of the Carpinteria Valley Water District held on August 23, 2023.

Robert McDonald, Secretary

APPROVED AS TO FORM:

Cari Ann Potts, General Counsel

Notice of Exemption

To: Office of Planning and Research
P.O. Box 3044, Room 212
Sacramento, CA 95812-3044

From: Carpinteria Valley Water District
1301 Santa Ynez Ave.
Carpinteria, CA 93013

County Clerk of the Board
County of Santa Barbara
105 E. Anapamu St.
Santa Barbara, CA 93101

Department of Water Resources
P.O. Box 942836
Sacramento, CA 94236

Project Title: Approval of Second Amendment to the Joint Exercise of Powers Agreement Creating the Central Coast Water Authority (CCWA)

Project Location: CCWA is a joint powers agency formed to construct, own, and operate certain facilities needed to treat, convey, and deliver State Water Project (SWP) water to its member agencies, which include the cities of Buellton, Guadalupe, Santa Barbara, and Santa Maria, the Carpinteria Valley Water District, as successor in interest to the Carpinteria County Water District, the Goleta Water District, Montecito Water District, and the Santa Ynez River Water Conservation District, Improvement District No. 1 (individually, a Member, and collectively, the Members), all of which are located in Santa Barbara County. CCWA's service area is coextensive with the service area boundaries of its Members, and accordingly the Project is located entirely within Santa Barbara County.

Description of Nature, Purpose and Beneficiaries of Project: On August 1, 1991, the Joint Exercise of Powers Agreement ("Agreement") creating the CCWA was entered into by its member agencies. Pursuant to Government Code section 6509, the Agreement broadly permits the Authority to exercise any powers in the manner and according to the laws applicable to the City of Buellton. On December 12, 2017, the Members adopted a First Amendment to the Agreement. This Second Amendment would add a subsection (q) to Section 5 of the Agreement to expressly authorize CCWA to enter into contracts or take any other action necessary or convenient for the storage and use of water in a groundwater bank, reservoir, or any other system or facilities for the storage of water.

Name of Public Agencies Approving Project: Carpinteria Valley Water District

Name of Persons or Agencies Carrying Out Project: Carpinteria Valley Water District

Exempt Status: Title 14, CCR, Chapter 3, Article 5, Section 15061(b)(3) ["common sense" exemption] and 15378(b)(5) ["Project" excludes organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.]

Reasons Why Project is Exempt: The Second Amendment would authorize CCWA to engage in groundwater banking and other water storage activities, but it would not commit CCWA to any particular contract, agreement, or project. Accordingly, the Second Amendment would not lead to any direct or indirect change in the physical environment and therefore falls within the “common-sense” exemption. The Second Amendment also falls squarely within the carveout from the definition of “project” for organizational and administrative activities.

Agency Contact: Robert McDonald,
Carpinteria Valley Water District

Telephone: (805) 684-2816

Signature: _____
Title: General Manager

Date: _____

Date received by OPR _____

DRAFT



2023 ACWA ELECTIONS

ACWA has launched two separate but concurrent election processes for the 2024-'25 term: the Board officers' election for President and Vice President and the region board elections. Starting this year, as a result of bylaw changes approved by the membership in 2022, ACWA has initiated new processes for ACWA members to elect the President and Vice President. In addition, some of the region election deadlines have changed. To learn more about each election and about the changes, click on the buttons below.

[Board Officers' Election](#)

[Region Elections](#)





COMMITMENT · EXPERIENCE · LEADERSHIP

ACWA BOARD MEMBER

- ACWA Vice President (2022-current)
- Executive Committee (2020-current)
- Region 10 Chair (2018-2019)
- Region 10 Vice Chair (2016-2017, 2020-2021)
- Region 10 Board Member (2012-2021)

ACWA COMMITTEES

- Water Quality Committee (2012-current)
- Energy Committee (2019-current)
- State Legislative Committee (2012-2015)

ORANGE COUNTY WATER DISTRICT

- President (2015-2016, 2022-current)
- 1st Vice President (2013, 2014, 2019-2022)
- Director (2010-current)
- Joint Planning Committee: Chair
- Labor Ad Hoc Committee: Chair
- Communications/Legislative Liaison Committee: Vice Chair

CIVIC AND PROFESSIONAL EXPERIENCE

- Santa Ana River Flood Protection Agency: Chair
- CalDesal: Director
- City of Huntington Beach Mayor (2003, 2009)
- Councilwoman (2002-2010)
- Registered Nurse
- Law degree

My vision for ACWA is to embrace its motto -- Bringing Water Together -- which, for me, is about unifying ACWA members and working collaboratively with diverse stakeholders to find smart solutions to the challenges we are now facing.



CATHY GREEN BIOGRAPHY

In December of 2021, Cathy Green was elected vice president of the Association of California Water Agencies (ACWA) for a two-year term. She has served as an active member of ACWA since 2012, including serving on ACWA's executive committee since 2020, the ACWA Board since 2016, and the Region 10 Board from 2012-2021. She held the position of ACWA Region 10 chair from 2018-2019 and served as vice chair from 2016-2017 and 2020-2021. Cathy Green has also served on several ACWA committees including the water quality committee since 2012, the energy committee since 2019, and the state legislative committee from 2012-2015.

Cathy Green was elected to the Orange County Water District (OCWD) Board of Directors in November 2010 and was re-elected in 2012, 2016 and 2020. She was selected by the Board to serve as its 2015, 2016 and 2023 president. She served as 1st vice president in 2013, 2014 and from 2020 to 2022.

Cathy Green currently serves as vice chair of National Water Research Institute, a 501c3 nonprofit that collaborates with water utilities, regulators, and researchers in innovative ways to help develop new, healthy, and sustainable sources of drinking water.

Prior to Cathy Green's service on OCWD's Board, she was elected to two consecutive terms on the Huntington Beach City Council where she served two terms as mayor. Cathy Green has been involved as a council liaison and committee member on many city boards, commissions and committees. She served on the Orange County Transportation Authority Board and was a director of OC Clean Tech.

Cathy Green serves on the boards of the Huntington Valley Boys and Girls Club and the Orange County Explorer Program; serves on the Huntington Beach City School District Medi-Cal Collaborative; is a director of the Prime Health Foundation and the Huntington Beach Hospital; is a member of the American Legion Unit 133 Auxiliary, Huntington Beach Community Emergency Response Team (CERT) and the Elks Lodge 1959; and is on the advisory board of the Bolsa Chica Conservancy. She is a founding member of Amigos de Bolsa Chica.

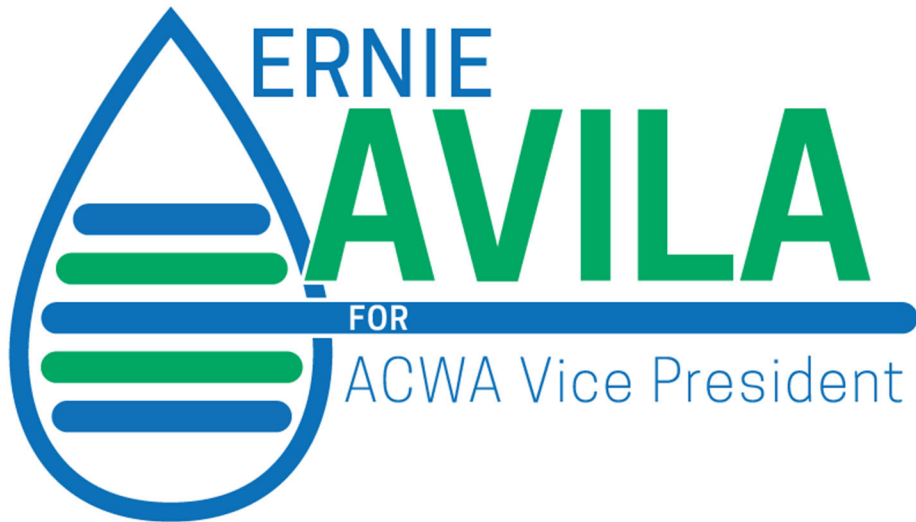
In addition, her community involvement has included serving as president of the Therapeutic Riding Center and the Huntington Beach Community Clinic, chair of the Orange County Emergency Medical Care Committee and of Explorer's/Learning for Life, first aid chair of Huntington Beach CERT, and board member of the OC Boy Scouts of America Council and American Family Housing.



Cathy Green is the recipient of many awards. Her most recent is a 2020 Boys and Girls Clubs of America National Service to Youth Award. In 2010, she was the recipient of the Spurgeon Award, and, in 2005, she was named Woman of the Year by then State Senator John Campbell. Other awards include the 2006 United Way Excellence in Child Care Planning, the 2007 Peace Maker Award from the Greater Huntington Beach Interfaith Council and the Golden West College Pillar of Achievement Award. She has also been recognized as Huntington Beach's Citizen of the Year by the Huntington Beach Chamber of Commerce, a Huntington Beach Soroptimist's Woman of Distinction and a Bolsa Chica Conservancy Conservator of the Year.

Cathy Green is a registered nurse and holds a degree in law. As a nurse, she worked in the health care areas of intensive care, student health, community health, and patient advocacy. In addition to nursing, she gained experience with a variety of environmental projects while associated with Lockhart and Associates.

Cathy Green has been a resident of Huntington Beach since 1970 where she raised her two children, Teresa and Tom, with her late husband Peter.



“The Association of California Water Agencies (ACWA) truly represents the nexus of knowledge and leadership in water for California. We are emerging from difficult times on many fronts, notably a multi-year drought and we need to lock into strategies to keep water in the public eye with ACWA and member agencies as the trusted sources of information. With over 40 years of experience in the water world, I am dedicated to continuing ACWA’s leading role on state-wide water issues, including the protection of water rights. United between all water users, we can inform the needed investments state-wide in storage, groundwater recharge, conveyance, desalination, recycling, reuse and conservation to strengthen our water systems for future generations.” – Ernesto (Ernie) Avila, P.E.

ACWA BOARD MEMBER

- Executive Committee of the ACWA Board of Directors
- ACWA Board of Directors
- ACWA Region 5 Board of Directors
- ACWA Foundation Steering Committee

ACWA COMMITTEES

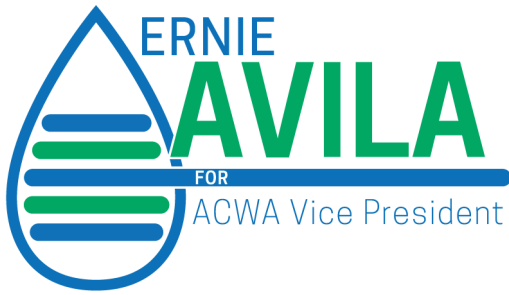
- Local Government Committee, Chair
 - Property Tax Working Group
 - Housing Densification Working Group
 - Paving Standards Working Group
- Federal Affairs Committee
- Foundation Fundraising Working Group

CONTRA COSTA WATER DISTRICT

- Contra Costa Water District, Board President
- Operations & Engineering, Committee Chair
- East Bay Leadership Council, Director
- Los Vaqueros Reservoir Joint Powers Authority, Director

PROFESSIONAL EXPERIENCE

- Vice-President, Avila and Associates Consulting Engineers, Inc.
- Monterey Peninsula Water Management District, General Manager
- Director of Engineering, Contra Costa Water District
- Northern California Salinity Coalition, Executive Director
- California Urban Water Agencies, Executive Director



Ernesto (Ernie) Avila, PE
Board President
Contra Costa Water District

Recent ACWA and Regional Water Coalition Experience

Association of CA Water Agencies (ACWA). I have had the pleasure of supporting ACWA over twenty years at the regional and state level. My recent ACWA experience has included serving on ACWA's:

- Executive Committee of the ACWA Board of Directors
- Board of Directors
- Region 5 Board
- Local Government Committee (Chair)
 - Property Tax Working Group
 - Housing Densification Working Group
 - Paving Standards Working Group
- Federal Affairs Committee
- Foundation Steering Committee
 - Foundation Fundraising Working Group



As part of these efforts, I led ACWA's assessment of potential water industry impacts associated with Sacramento-based housing initiatives including Auxiliary Dwelling Units, Commercial Properties and Transit Center Hubs and led a workshop to consider potential ACWA next steps associated with these new initiatives and their related changes to water agency fees and charges. I led the ACWA Region 5 session on *Safe Drinking Water Issues Affecting Disadvantaged Communities*, and helped with the development of the *ACWA New Water System Approval Fact Sheet*. I also participated in the ACWA Foundation Steering Committee including several related Ad Hoc committees and contributed to Federal Affairs Committee work groups associated with the Water Infrastructure Finance and Innovation Act (WIFIA) .

Multi-State Salinity Coalition (MSSC). For over 20 years, I have served as Program Director and Board member of MSSC which consists over 30+ water agencies from New Mexico, northern and southern California, Nevada, Colorado, Arizona and Texas. The MSSC mission is to promote advancements in technologies for desalination, reuse, salinity control strategies (watersheds and agriculture), water/energy efficiencies and related policies that will assist communities in meeting their water needs. I also helped to establish relationships regarding salinity management and desalination with water agencies in Australia, Mexico and Israel. In February 2023, the MSSC awarded me with the **MSSC "Salt of the Earth" National Award** for outstanding commitment, leadership, vision and dedication to our water industry.

Contra Costa Water District (CCWD). As President of CCWD, I helped to form the coalition of eight northern California water agencies that make up the Los Vaqueros Reservoir Joint Powers Authority (LVJPA). Once completed, the expanded reservoir will improve the Bay Area’s regional water supply reliability and water quality while protecting Delta fisheries and providing additional Delta ecosystem benefits. I currently serve as the CCWD Director to the LVJPA.

California Urban Water Agencies (CUWA). As Executive Director, I led CUWA’s effort in the development of Department of Water Resources (DWR) Methodologies for Calculating Baseline and Compliance Urban Per Capita Water Use as part of the Water Conservation Act of 2009 (Senate Bill X7-7) with our southern and northern California water agency members. I also made certain that CUWA’s finances and practices were sound and transparent.

Northern California Salinity Coalition. As Executive Director, I led a coalition of ten San Francisco Bay Area water agencies in crafting grant application strategies and DWR outreach that would demonstrate the value of supporting watershed management, brackish desalination and groundwater project associated with salinity management. Working with the Coalition agencies, we secured the largest Proposition 50 grant funding for our region.

Professional Work Experience (40 years)

- Vice-President, Avila and Associates Consulting Engineers, Inc.
- General Manager, Monterey Peninsula Water Management District
- Director of Engineering, Contra Costa Water District
- Associate Engineer, East Bay Municipal Water District
- Construction Manager, CH2M Hill
- Professional Civil Engineer (California – C41727)

Community Service Experience

- Contra Costa Water District, President of the Board
- John Muir Community Health Fund Board of Directors (Treasurer)
- Association of California Engineering Companies – Chair of the Healthcare Trust (non-profit)
- Knights of Columbus, Scholarship Chair
- St. Francis of Assisi School Board, President
- City of Concord, CA – Planning Commission, Chair
- City of Concord, CA – Design Review Board
- City of Walnut Creek, CA – Transportation Commission, Vice-Chair

Education and Related Credentials

- B.S. – Civil Engineering, Santa Clara University
- M.B.A. – St. Mary’s College of California
- Professional Civil Engineer (California – C41727)
- California Farm Bureau Member



Michael Saunders, MD
Georgetown Divide Utility District, Director
Candidate ACWA Vice-President
Outline and Statement of Qualifications

Appointed Offices:

Georgetown Divide Public Utility District - Finance Committee (2018)

Elected Offices:

Georgetown Divide Public Utility District - 5 years (2018-2022), (2022-2026)

Served as Treasurer, Vice-President, President

Currently Legislative Liaison

El Dorado County LAFCO - Alternate Special District Commissioner (2019 to present)

Budget Workgroup, Small to Medium Water District MSR workgroup, Recruitment Committee, Grand Jury committee

Regional Offices

Mountain Counties Water Resources Association - WUE workgroup

Regional Water Authority (RWA) - Board Member, Executive Board Member

Regional Activities:

Consumnes, American, Bear, Yuba (CABY) Integrated Regional Water Management Group

Participated in helping to define the vulnerability, economic, and support levels for the communities within El Dorado County.

State Level Workgroups

Department of Water Resources

DWR Workgroup Member for Water Use Efficiency Workgroups

- Water Loss Workgroup
- Annual Water Supply and Demand Assessment Workgroup

DWR Stakeholder participant

- County Drought Advisory Group
- Water Use Studies (LAM, Variances; Indoor, Outdoor, CII budgets)

Association of California Water Agencies (ACWA)

Workgroups:

- Diversity, Equity, and Inclusion Workgroup
- Headwaters Workgroup
- Water Use Efficiency Workgroup
- State Infrastructure Workgroup

Committees:

- Membership Committee

ACWA Region 3

- ACWA Region 3 Board Member (2022 - present)
- ACWA Region 3 Regional Issue Forum Planning workgroup
 - *“Protecting Communities in the New Era of Wildfire: The Important Role of Water Purveyors”*

My background includes a Bachelor of Science (BS) in Nutritional Biochemistry from Cornell University and a Doctor of Medicine (MD) from Howard University. My journey in water issues began with an empty horse water trough one hot summer day when there was no water. I began as a community volunteer on the Finance Committee where I began to learn about the finances of my water District. I was elected to the Georgetown Divide Public Utility District (GDPUD) Board in 2018. I am now in my 5th year as a Board member in my second term of office. I have served as the Treasurer, Vice-President, and President of the Board. I currently serve as the Board's Legislative Liaison.

I learned about water systems, delivery, infrastructure and our issues starting at the local level as a Board member, becoming more expansive through working with our Urban Water Management Plan and managing the District's water supply through drought mandates, water contingency plans, and wildfires. My understanding of the County water issues began as I actively participated in the Consumnes, American, Bear, Yuba (CABY) Integrated Regional Water Management Group including helping to define all of the vulnerability, economic, and support levels for the communities within El Dorado County. At the County level, I am the Alternate Special District Commissioner for LAFCO. I was part of the LAFCO workgroup for Small to Medium Water Districts Municipal Service Reviews and I have reviewed all the MSRs for the County learning of all of our County water districts infrastructures, finances, and challenges. As an Executive board member of the Regional Water Authority, I have had the opportunity to learn more on groundwater basins, and working on trying to get a Federally recognized water bank and working on conjunctive use efforts between surface water storage and groundwater storage.

At the State Level, I have worked on the Water Use Efficiency and County Drought Advisory Groups with the Department of Water Resources (DWR) beginning in 2019. This experience allowed me to understand about the challenges and issues throughout the State. This also gave me the opportunity to provide recommendations and solutions specific to rural, mountain counties that were not being addressed and began my active role in advocating for rural, mountain water agencies.

I have been an active participant with ACWA, attending conferences, workgroups, webinars, regional tours, board meetings, symposiums. I have been an advocate for issues attending State and Federal symposiums and legislative days, working and advocating through County, Regional, State and National committees, workgroups, task forces, legislative meetings, testimonies, letters, coalition letters, and hearings. The work with the DEI workgroup helped form ACWA's new foundation.

The ACWA Regional Board has allowed me to play a leadership role in our Region. Working closely with our regional board members and member agencies, we gathered information on issues in which we were able to work with ACWA staff to facilitate a meeting with State Water Resource Control Board members. I continue to outreach and work with our members and agencies to highlight the issues and challenges that our region faces and bring them to the various committees and workgroups.

OFFICIAL REGION 5 Board Ballot

2024-2025 TERM



**Please return completed ballot
by Sept. 15, 2023**

E-mail: regionelections@acwa.com

Mail: ACWA
980 9th Street, Suite 1000
Sacramento, CA 95814

General Voting Instructions:

1 You may either vote for the slate recommended by the Region 5 Nominating Committee or vote for individual region board members. Please mark the appropriate box to indicate your decision.

2 Please complete your agency information. The authorized representative is determined by your agency in accordance with your agency's policies and procedures.

Submitted board candidate bios and headshots are available on www.acwa.com/elections/2023-region-elections/.

1

Nominating Committee's Recommended Slate

I concur with the Region 5 Nominating Committee's recommended slate below.

CHAIR:

- **John L. Varela**, Director/2023 Board Chair, Valley Water

VICE CHAIR:

- **Sarah Palmer**, President, Board of Directors, Zone 7 Water Agency

BOARD MEMBERS:

- **Ernesto A. Avila**, Board President, Contra Costa Water District
- **Mary Bannister**, Director, Pajaro Valley Water Management Agency
- **John Muller**, President, Board of Directors, Coastside County Water District
- **John H. Weed**, Board Member, Alameda County Water District
- **Floyd Wicks**, Director, Montecito Water District

OR

Individual Board Candidate Nominations

I do not concur with the Region 5 Nominating Committee's recommended slate. I will vote for individual candidates below as indicated.

CANDIDATES FOR CHAIR: (CHOOSE ONE)

- Sarah Palmer**, President, Board of Directors, Zone 7 Water Agency
- John L. Varela**, Director/2023 Board Chair, Valley Water
- John H. Weed**, Board Member, Alameda County Water District

CANDIDATES FOR VICE CHAIR: (CHOOSE ONE)

- Sarah Palmer**, President, Board of Directors, Zone 7 Water Agency
- John H. Weed**, Board Member, Alameda County Water District

CANDIDATES FOR BOARD MEMBERS: (MAX OF 5 CHOICES)

- Ernesto A. Avila**, Board President, Contra Costa Water District
- Mary Bannister**, Director, Pajaro Valley Water Management Agency
- John Muller**, President, Board of Directors, Coastside County Water District
- Sarah Palmer**, President, Board of Directors, Zone 7 Water Agency
- John H. Weed**, Board Member, Alameda County Water District
- Floyd Wicks**, Director, Montecito Water District

2

AGENCY NAME

AUTHORIZED REPRESENTATIVE

DATE

PRELIMINARY AGENDA

TUES 11/28/23

8:00 AM - 9:15 AM
AGRICULTURE COMMITTEE

8:30 AM - 12:00 PM
ACWA JPIA SEMINARS

9:30 AM - 10:45 AM
GROUNDWATER COMMITTEE

11:00 - 12:15 PM
WATER MANAGEMENT COMMITTEE
ENERGY COMMITTEE

12:15 PM - 1:30 PM
COMMITTEE LUNCH

12:30 PM - 1:30 PM
OUTREACH TASK FORCE

1:00 PM - 3:00 PM
ACWA JPIA SEXUAL HARRASSMENT TRAINING

1:45 PM - 3:00 PM
FINANCE COMMITTEE
LOCAL GOVERNMENT COMMITTEE
WATER QUALITY COMMITTEE

3:15 PM - 5:00 PM
COMMUNICATIONS COMMITTEE
FEDERAL AFFAIRS COMMITTEE
LEGAL AFFAIRS COMMITTEE
MEMBERSHIP COMMITTEE

5:00 PM - 6:30 PM
WELCOME RECEPTION
IN THE EXHIBIT HALL

WED 11/29/23

7:30 AM - 8:30 AM
CONTINENTAL BREAKFAST
IN THE EXHIBIT HALL

8:30 AM - 10:00 AM
WELCOME KEYNOTE / MAIN STAGE

- ACWA State of the Association
- Keynote Presentation
- ACWA JPIA Update
- Emissary Award

10:30 AM - 11:45 AM
PROGRAM SESSIONS 

12:00 PM - 1:30 PM
CONNECT IN THE EXHIBIT HALL
NETWORKING BBQ LUNCH

1:30 PM - 2:00 PM
SOLUTION SPOTLIGHTS
• Member Case Study, Associate Service, Demo

1:30 PM - 2:15 PM
WATER TALK / MAIN STAGE

2:30 PM - 3:30 PM
PROGRAM SESSIONS 

3:45 PM - 5:00 PM
REGION 1-10 MEMBERSHIP MEETINGS

5:00 PM - 6:00 PM
ACWA RECEPTION IN THE EXHIBIT HALL

THUR 11/30/23

7:00 AM - 8:00 AM
WELLNESS ACTIVITY

7:30 AM - 11:00 AM
CONNECT IN THE EXHIBIT HALL

7:30 AM - 9:00 AM
CONTINENTAL BREAKFAST
IN THE EXHIBIT HALL

8:30 AM - 10:00 AM
MEDIA TRAINING

8:30 AM - 10:45 AM
ETHICS TRAINING

9:00 AM - 10:00 AM
PROGRAM SESSIONS 

10:15 AM - 11:15 AM
PROGRAM SESSIONS 

11:45 AM - 1:15 PM
KEYNOTE & AWARDS / MAIN STAGE

- Keynote Presentation
- Outreach Awards
- Sponsorship Awards
- Huell Howser Awards
- Steve Hall Scholarship
- Passing of the Gavel

1:30 PM - 3:00 PM
CLOSING LUNCH

Last Updated: 08/03/2023

 Qualify for continuing education credit

 Designated Recorded Programs TBD

Questions: Email events@acwa.com

Online Registration Deadline: Nov. 17, 2023
PACKET PAGE 55 OF 80

All conference programs are subject to change without notice.
Item VII. F.



AGENDA

ADMINISTRATIVE COMMITTEE

At

**CARPINTERIA VALLEY WATER DISTRICT
1301 SANTA YNEZ AVENUE
CARPINTERIA, CALIFORNIA**

August 15, 2023 at 12:15 p.m.

BOARD OF DIRECTORS

*Case Van Wingerden
President
Shirley L. Johnson
Vice President*

*Casey Balch
Polly Holcombe
Matthew Roberts*

GENERAL MANAGER

Robert McDonald, P.E. MPA

If interested in participating in a matter before the Committee, you are strongly encouraged to provide the Committee 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 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 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 Committee electronically.

Please note the President has the discretion to limit the speaker's time for any meeting or agenda matter.

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. Discuss update to Rule 17 on Master Meter eligibility.**
- b. Discuss Capital Cost Recovery Fee update.**
- c. Discuss Meter Leak Policy update.**
- d. Discuss Salary and Compensation Study.**

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., August 12, 2023. 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.



CACHUMA OPERATION AND MAINTENANCE BOARD

Operations Committee Meeting

Tuesday, August 22, 2023
10:00 AM

HOW TO OBSERVE THE MEETING

Join by Teleconference or Attend in Person

COMB follows Centers for Disease Control and Prevention (CDC), California Department of Public Health (CDPH) and local public health guidelines with respect to COVID-19 protocols and masking requirements, based on local conditions and needs. COMB will have available masks for use during public meetings.

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

Join via Video Conference

<https://us02web.zoom.us/j/81387045963?pwd=RGxoR3dpektPQnludkRNK21mYIE1UT09>

Passcode: 433019

Join via Teleconference

US +1 669 900 6833 Webinar ID: 813 8704 5963 Passcode: 433019

HOW TO MAKE A PUBLIC COMMENT

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

In person: Those observing the meeting in person may make comments during designated public comment periods.

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

held at

**3301 Laurel Canyon Road
Santa Barbara CA 93105**

Tuesday, August 22, 2023

10:00 AM

AGENDA

Chair: Director Sneddon

Member: Director Holcombe

NOTICE: This Meeting shall be conducted in-person and through remote access as authorized and in accordance with Government Code section 54953, AB 361 and AB 2449.

1. Call to Order
2. Public Comment (*Public may address the Committee on any subject matter on the agenda and within the Committee's jurisdiction*)
3. 2023 Storm Damage – Lauro Reservoir Bypass Channel Construction Bid (*for information and possible recommendation*)
4. Projects/Inspections Update (*for information*)
 - County-wide Debris Removal
 - Lauro Stilling Well Debris Removal
 - North Portal Elevator
 - Structure Rehabilitation Project
5. U. S. Bureau of Reclamation (*for information*)
 - Dam Inspections
 - Hazard Mitigation Audit
 - Reclamation Facilities
6. Adjournment

NOTICE TO THE PUBLIC

Public Comment: The public is welcome to attend and observe the meeting. 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.

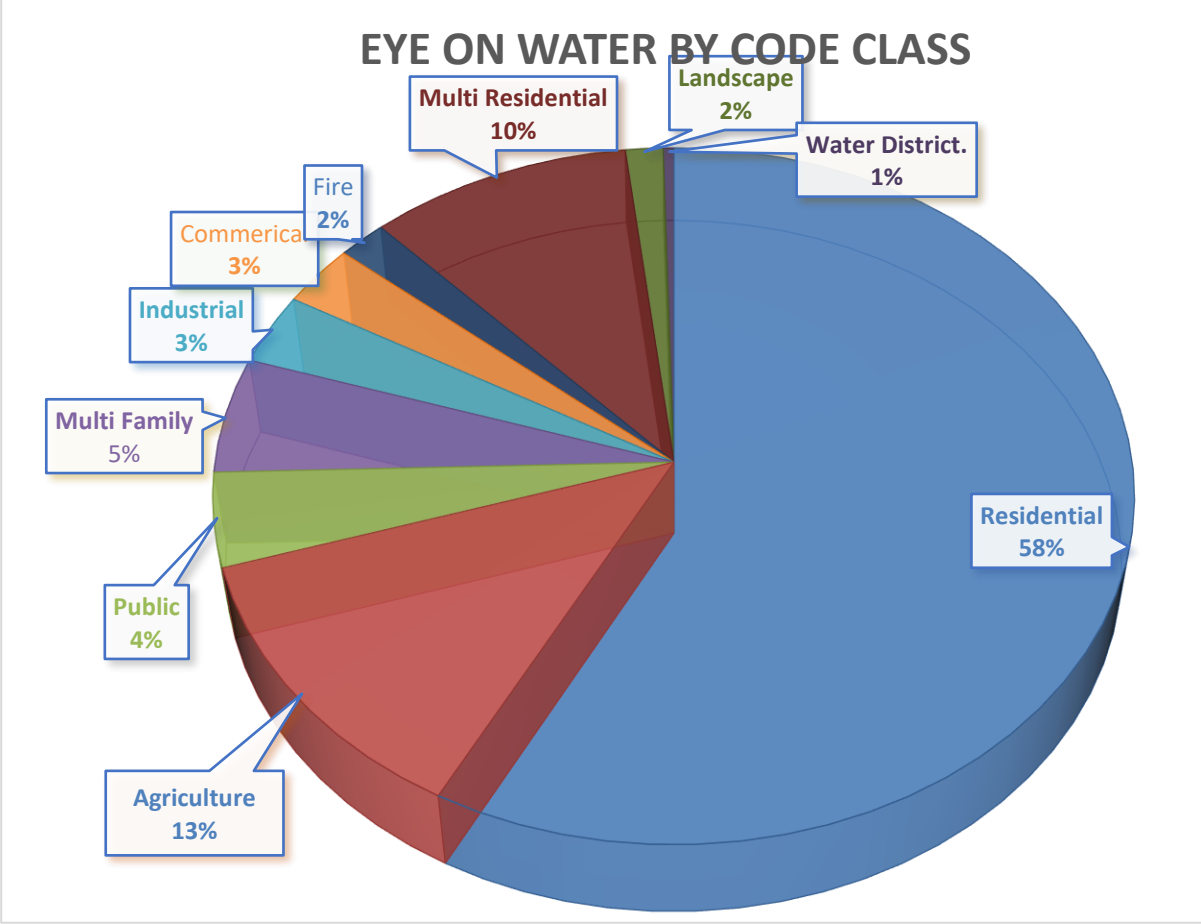
[This Agenda was posted at COMB offices, 3301 Laurel Canyon Road, Santa Barbara, CA and Noticed and Delivered in Accordance with Section 54954.1 and .2 of the Government Code.]

Engineering Monthly Report

Proj No.	Name	Status	% Done this month	% Done	Completi on Date
1	Website Updates	<p>CVWD.net: Information posted re: Public Hearing Regarding the Intent to Adopt the Mitigated Negative Declaration for the Ventura-Santa Barbara Counties Intertie Project, Emergency Water Main Shut-down, Concha Loma area and Notice of Server Maintenance. Updated Projects page to include El Carro Monitoring Well Project.</p> <p>CVWD.net/CAPP: Updated information on landing page and FAQs. Created “Sign-up for Updates” page and added it to website menu.</p> <p>CarpGSA.org: August 16th Community Meeting video embedded in Highlights box,</p>	-	-	Ongoing
2	Water Conservation	<p>Community Outreach:</p> <ul style="list-style-type: none"> • Messaging via print and social media focus: Continued focus is on drought recovery, fixing leaks, available rebates, and promoting EyeOnWater. • Annual Garden Recognition Contest: Carpinteria winners Ed and Annalisa McGee recognized at August 9th Board Meeting. Ad published in Coastal View August 17, 2023. Photos of countywide and agency winners have been posted to WaterWiseSB.org as well as agency websites. <p>Rebates</p> <ul style="list-style-type: none"> • WaterWise Landscape Rebate: Zero (0) rebates to date in August. Interest and inquiries, however, for rebate information continue. • Smart Rebates: There was zero (0) rebates issued through the Smart Rebate Program since the last reporting period. 			

Engineering Monthly Report

3	Eye on Water	<ul style="list-style-type: none"> Continued timely notification of possible leaks identified by Beacon Continuous Flow/Leak Alert system to customers via phone call, email, letter or door tag. EyeOnWater sign-ups are steady; thirteen (13) for July and another eleven (11) thus far in August; totaling 483 customers signed up for the program; which is 11% of District customers. Below is a pie chart of the 483 accounts by class code. 	-	Ongoing
---	--------------	--	---	---------



Engineering Monthly Report

4	LIVR	Phase 2 of the project this portion would be for Laterals 7,8,9,10,11,12,13,14,15,16 and 28. Working with COMB with the possible start for this phase in November. This is during a lower water demand by customers. Working with Tierra Construction on Materials list and prioritizing which laterals to due first.			
5	Santa Claus Lane Improvement	Have had several meetings with County on finalizing water design layout. Goal is to send out in September for bid the looking like October and November of this year that the District will begin construction of the relocation of the water main project.			Ongoing
6	Pollo Villas	Water plans are completed. Sent Developer Main Extension agreement for their signatures and construction deposit fees required for inspection. Waiting on developer for signed agreement Developer is getting very close to starting maybe starting this summer.			Ongoing
7	Lagunitas Business Park 6380 Via Real	Project has taken a major change the development group is looking into the possible idea of 111 Residential units 10,108 square feet of office space and 2,500 square feet retail space. Looking into the idea of master metering for a high density development.			ongoing
8	Bailard Ave Housing Project.	Issued letter of intent for the project on June 1 st 2022. Project is for the construction of 132 market rate units within 6 building, of which 41 of the units are classed as affordable units. Permit#:21CDP-00126 Exploring the concept of metering for high density			Ongoing
9	700 Linden Old Austin's building	Water portion of the project completed owner will be paying CCRF in the amount of \$44,270 for the project. 4 inch fire service, and 1.5 inch meter. They had some credit in CCRF since the parcel was served by multi meters before the project started.			Ongoing
10	711 Sandpoint Road	Completed the easement recordation for the realignment of the water main extent and main extension agreement. Will be starting next month. The owner has hired Tierra Construction to construct the main. The District will be inspecting and managing the project.			Ongoing
11	The Farm At the current Tee Time range	Working with developer Civil Engineer on purposed water main layout. And looking into the concept of high density metering for the one building that will have 40 units in it.			Ongoing

Engineering Monthly Report

12	El Carro Monitoring Well	As of 8/17 Contractor is constructing the deep well. Drilled to 1210 feet. Installing the casing and gravel pack. The deep well should be fully completed by 8/19 (Saturday). They will start on the intermediate well on 8/21(Monday) with the goal of drilling to approximately 930-940 feet and completion of intermediate well by 8/30. Then onto the shallow well, the last of the three wells with completion date of the shallow well by 9/8. Then demob, clean up and site restoration and completed with project 9/20.			Early September
-----------	--------------------------	---	--	--	-----------------

**Engineering Monthly Report
Intent to Serve Letters
August 2023 (7/19/23 – 8/17/23)**

Letters Issued

Address	Description	Date Letter Issued
5360 Foothill Road	Cannabis. Remodeling space inside the existing cooler area and adding odor control, HVAC & electrical as needed. Restripe existing car park.	8/8/2023
4244 Foothill Road	New pool, spa, spa deck, fire pit, and BBQ island.	8/17/2023

Intake of Letters and in Review

Address	Description	Date Received
1359 La Mesa Plaza	ADU - New 480 sq. ft. detached accessory dwelling unit on a property with an existing single-family residence.	8/5/2023
6380 Via Real	Other. Mixed used. Five (5) two-story residential buildings comprising of 86 apartment rental units, and one (1) three-story mixed-use building containing 73 apartment rental units, 6,718 SF of research and development office space, 2,224 SF corner store occupied by café/deli. Residential unit mix included 20 studios, 72 1-bedrooms, and 67 2-bedrooms, totaling 159 units with an overall density of 18.4 dwelling units per acre.	8/8/2023
1485 Manzanita Street	ADU - Converting an existing garage into a JADU. 450 sq. ft. Under 750 sq. ft. so no changes to the account at final sign off.	8/13/2023

August 2023 Monthly Operations Report

Project No.	Job / Facility	Status	Monitoring Frequency	Information Received From
1	HQ Well	Headquarters Well is online normal operation.	Daily	O & M Treatment
2	El Carro Well	El Carro Well is online normal operation.	Daily	O & M Water Treatment
3	Smillie Well	Smillie Well is online normal operation.	Daily	O & M Water Treatment
4	Well Status	HQ Well 1250 GPM Online	Daily	O&M Water Treatment
		El Carro Well 450 GPM Online		
		Smillie Well 250 GPM Online		
5	Gobernador Aeration System	The aeration mixer is online operating normally.	Daily	O & M Water Treatment
6	Water Quality	District Water Filtration facilities are operating within normal parameters and producing high quality water. Staff continues to perform UCMR5 sampling.	Daily	O&M Water Treatment
7	SCADA Upgrades	On Hold	Daily	O & M Water Treatment
8	PLC Upgrades	The Carpinteria Reservoir and Lateral 30 Pumpstation PLC & OIT is scheduled for replacement in the fall of fiscal year.	Daily	O&M Water Treatment
8	Production meter verification	Nothing to report	Daily	O&M Water Treatment
10	Pumping & Production	All pump stations are functioning normally. All pumps are in service. We have produced 809 Acre Feet of the targeted 1000 Acre Feet of water for this water year. We will reach our target on schedule.	Daily	O & M Water Treatment
11	Hydrant Maintenance & Repair	Nothing to report this month.	Daily	O&M Water Distribution
12	Valve Exercise & Replacement	GIS is down, data was unavailable at the time of this report.	Daily	O&M Water Distribution
13	Mainline Leak Repairs	Staff repaired a hit main in the Concha Loma area this month.	Daily	O & M Water Distribution
14	Mainline Replacement	Nothing to report this month	Daily	O&M Water Distribution
15	Service Repairs	Staff will be gearing up to start the mandated Lead Service Line Inventory process in the next couple of months.	Daily	O&M Water Distribution
16	Training	Operations staff completed Lockout Tagout, GHS (Hazard Communication) Respirator Fit Testing and Confined space training this month.	Daily	O&M Water Distribution
17	Fleet	1) 2 Hybrid F150 trucks have been delivered to the dealer for inspection, the upfit is expected to take place in about 3 weeks with delivery to CVWD estimated late August. 2) The crew truck has been assembled and painted, final details are being completed. Estimated delivery is for the end of this month or early in September. which is ahead of the original estimate of the end of October.	Daily	O&M
20	Landscape	Nothing to report at this time.	Daily	O & M
21	Facilities	Nothing to report this month.	Daily	O & M

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

MONTH ENDING: 7/31/2023

	MONTHLY USE			
	CACHUMA	GW	SWP	ID#1 EXCHANGE
AUG	239	245	0	16
SEP	238	192	0	50
OCT	269	121	0	20
NOV	83	196	0	0
DEC	21	136	0	0
JAN	84	34	0	0
FEB	144	32	0	0
MAR	78	40	0	0
APR	226	9	0	0
MAY	228	14	0	0
JUN	294	15	0	0
JUL	324	96	0	79

12-MONTH TOTALS	2,228	1,130	0	165
------------------------	--------------	--------------	----------	------------

12-MONTH RUNNING METERED SALES	3,222
---------------------------------------	--------------

12-MONTH RUNNING READ-CYCLE LOSSES	89
---	-----------

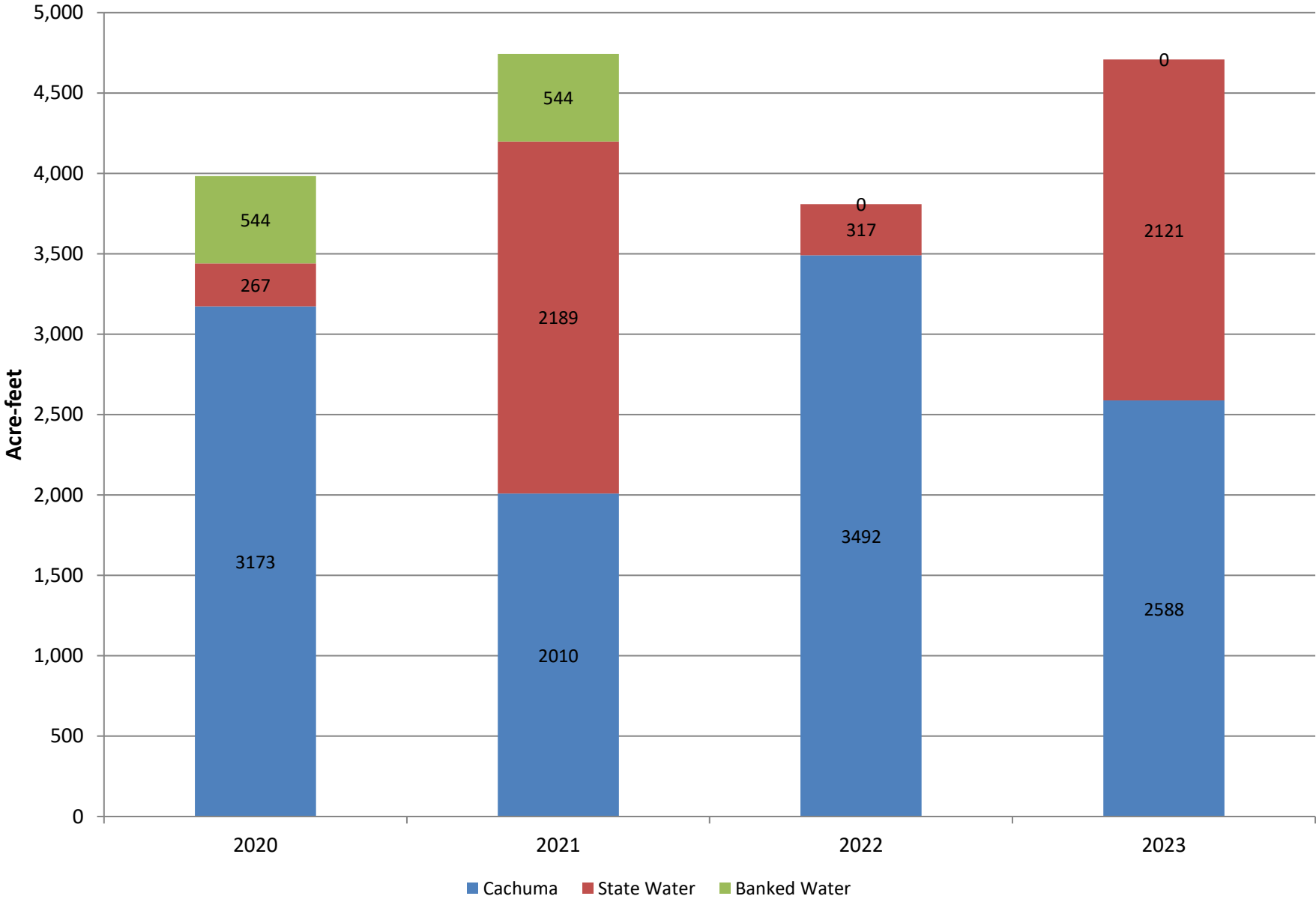
AVAILABLE SURFACE WATER SUPPLY

CACHUMA PROJECT	
CARRYOVER BALANCE	0
CURRENT WATER YEAR BALANCE	2,588
CACHUMA SUBTOTAL	2,588

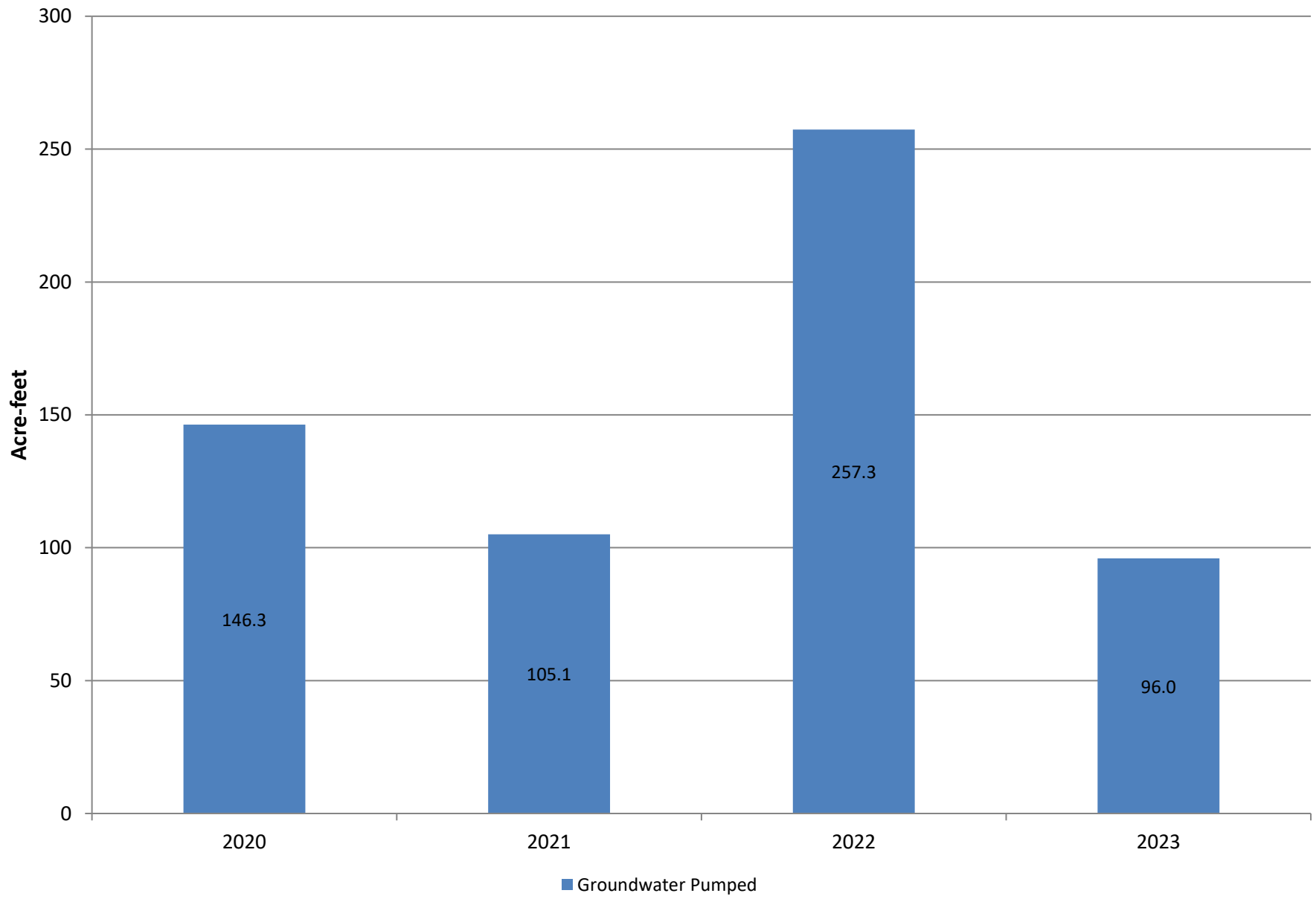
STATE WATER PROJECT	
CARRYOVER BALANCE	0
CURRENT WATER YEAR BALANCE	2,121
BANKED WATER (IRWD)	0
STATE WATER SUBTOTAL	2,121

TOTAL AVAILABLE SURFACE WATER SUPPLY	4,709
---	--------------

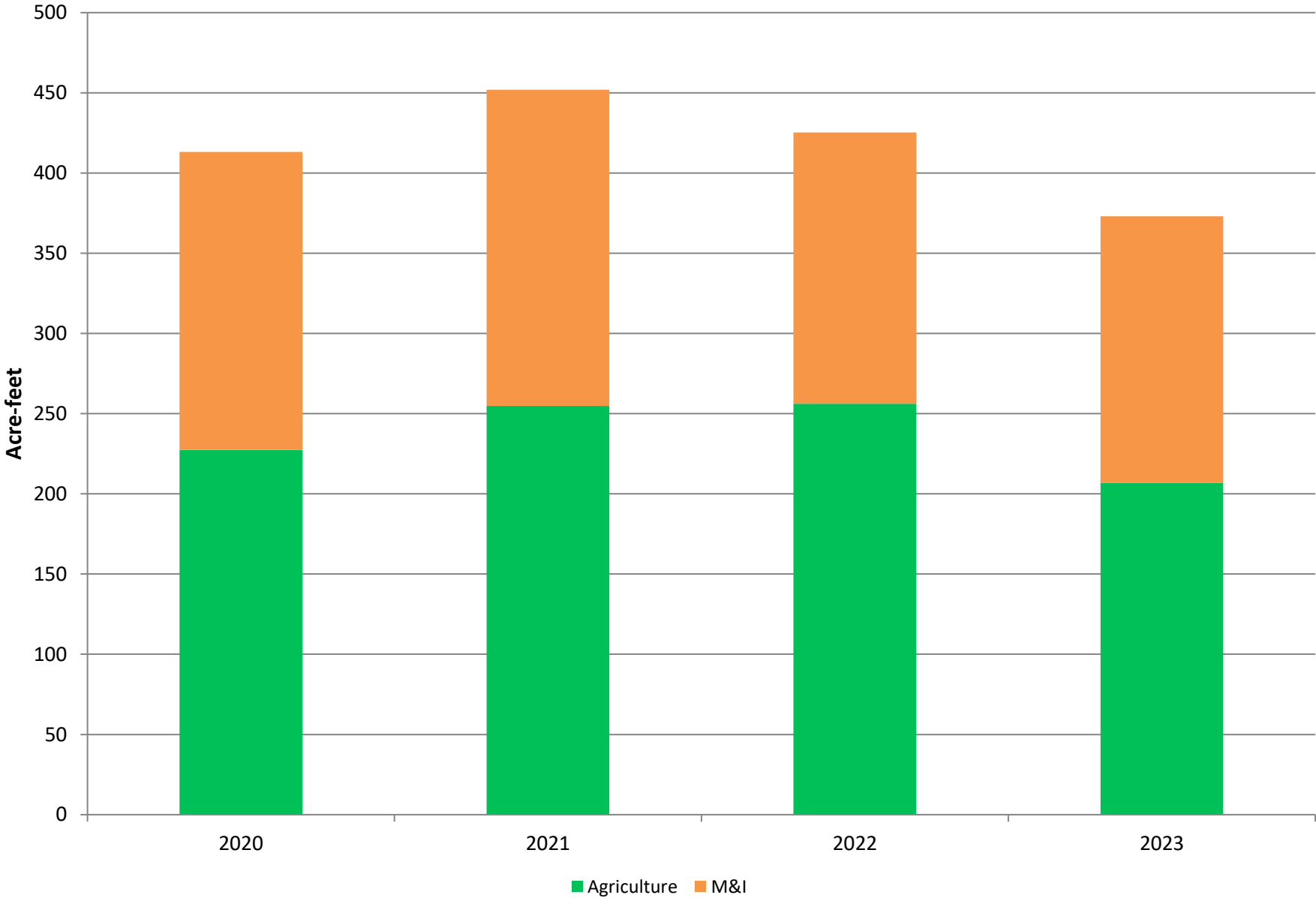
Available Surface Supply - JUL



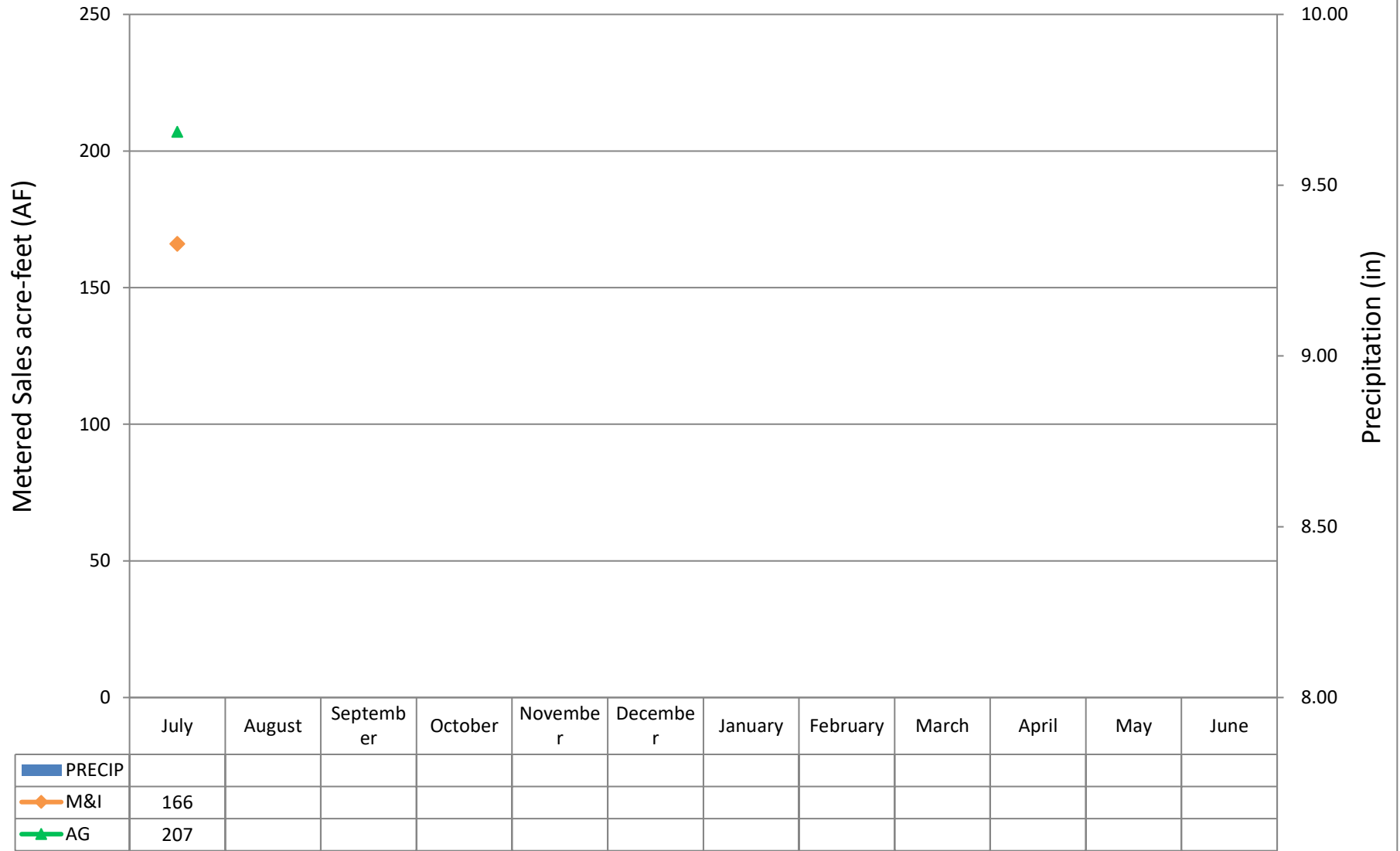
Groundwater Production - JUL



CVWD Metered Sales JUL

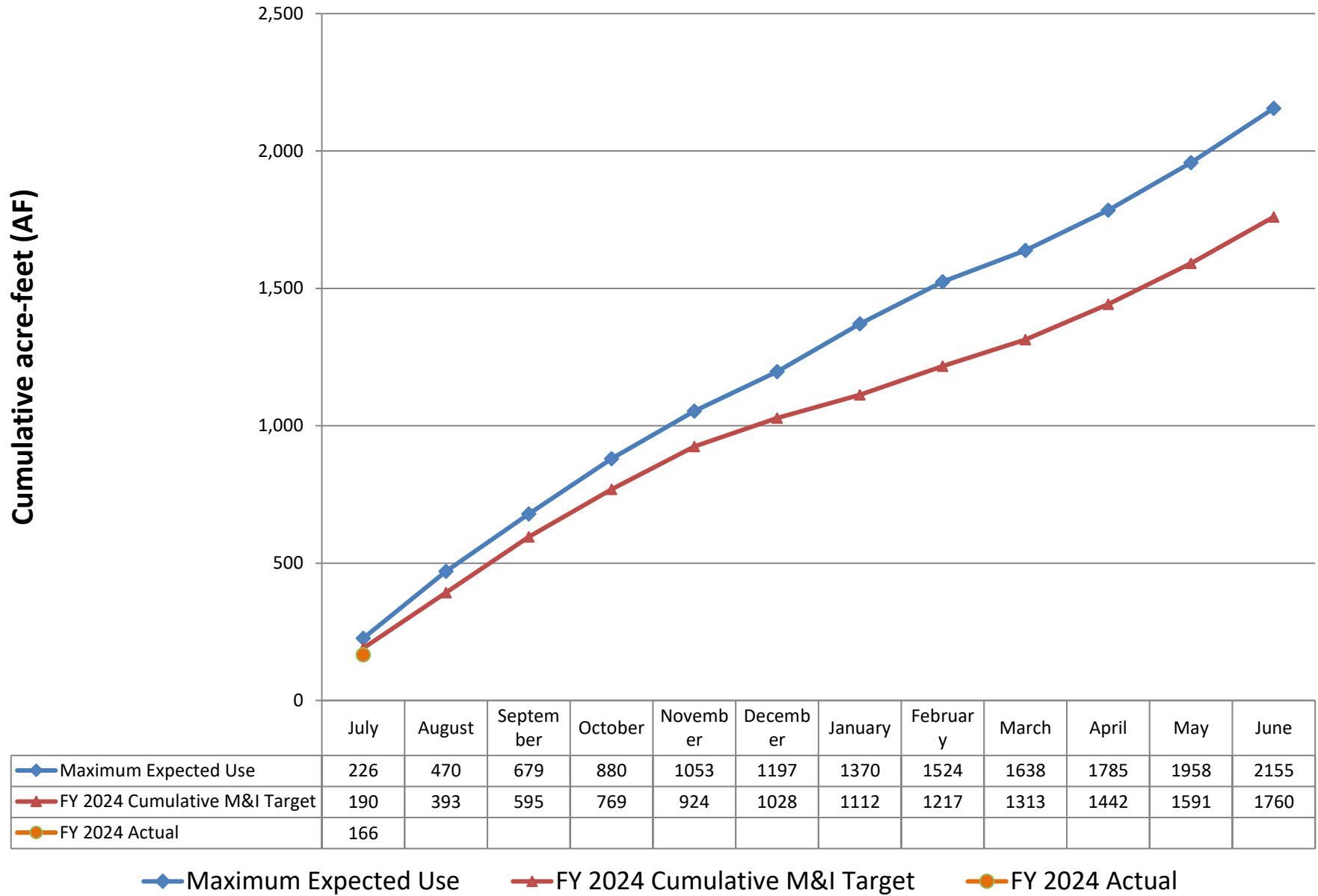


CVWD Monthly Metered Sales for this Fiscal Year



■ PRECIP
 ◆ M&I
 ▲ AG

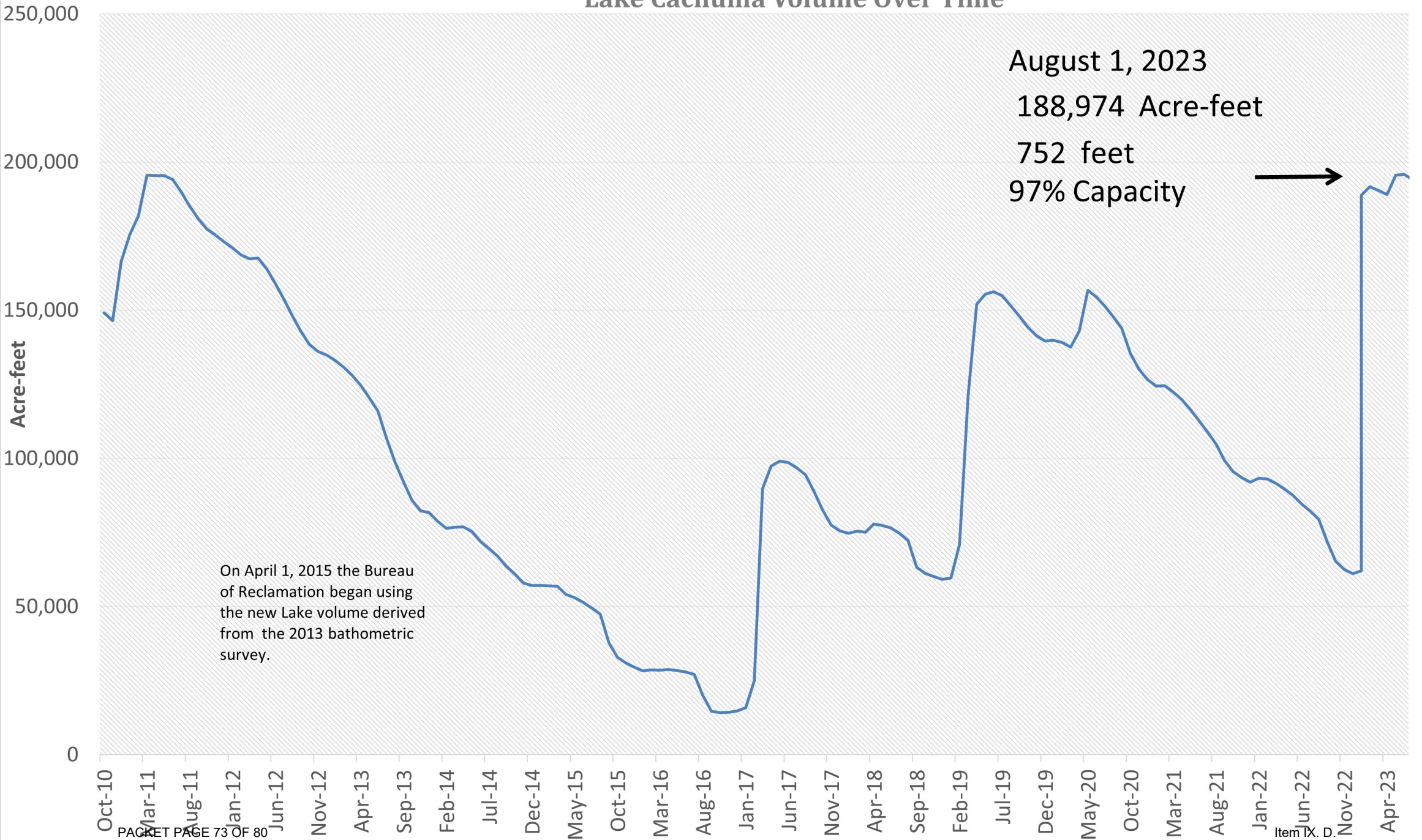
Fiscal Year M&I Sales Projections vs. Actuals



Fiscal Year AG Sales Projections vs Actuals

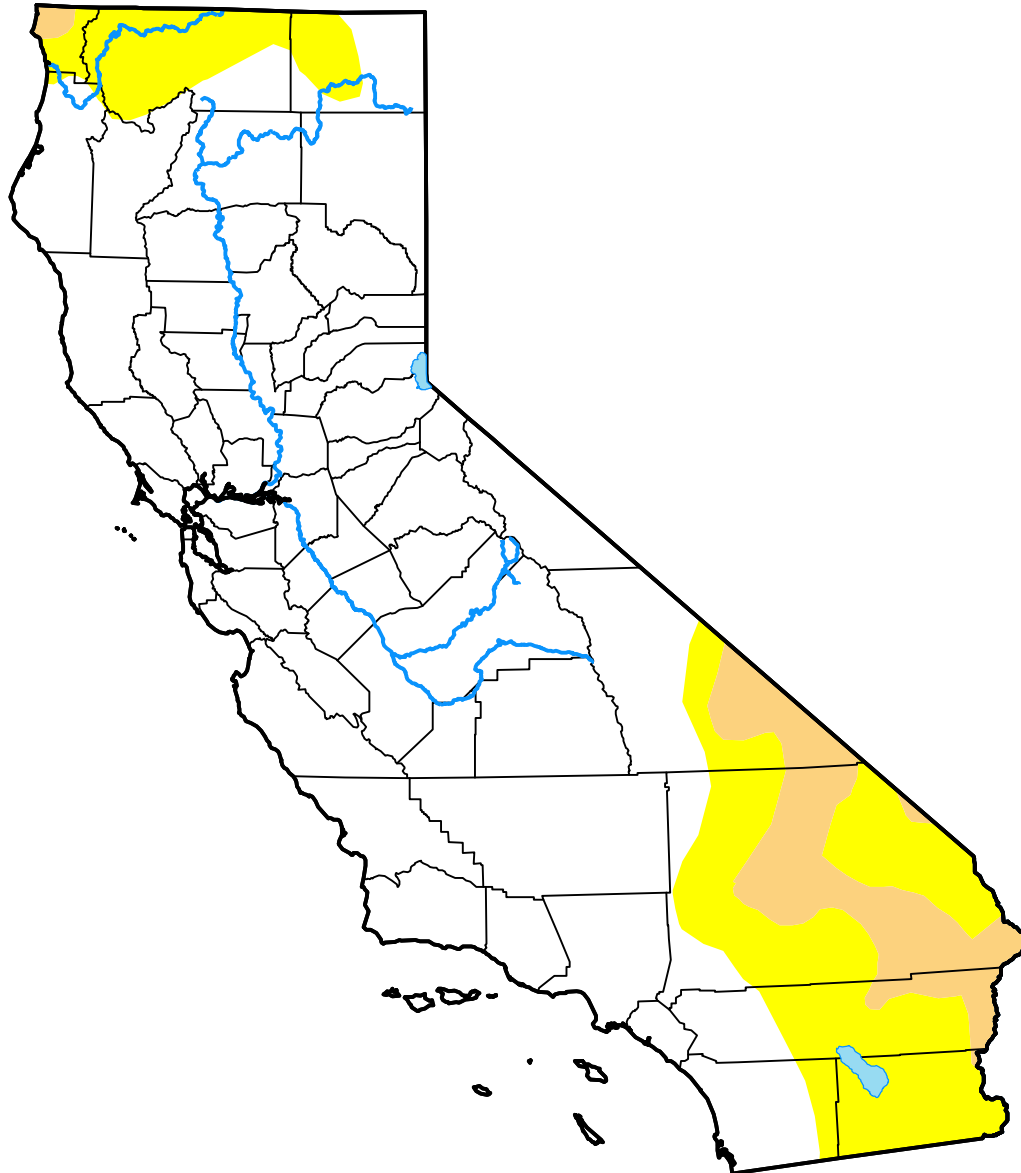


Lake Cachuma Volume Over Time









U.S. Drought Monitor California

August 15, 2023
(Released Thursday, Aug. 17, 2023)
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:

Lindsay Johnson
National Drought Mitigation Center





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: 8/14/2023

Water Year: 2023

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 0day(s)	Month	Year*	% to Date	% of Year*	AI
Buellton (Fire Stn)	233	0.00	0.00	0.00	29.39	179%	179%	
Cachuma Dam (USBR)	332	0.00	0.00	0.00	38.49	197%	197%	
Carpinteria (Fire Stn)	208	0.00	0.00	0.53	29.26	172%	172%	
Cuyama (Fire Stn)	436	0.00	0.00	0.08	14.07	187%	186%	
Figueroa Mtn. (USFS Stn)	421	0.00	0.00	0.00	42.64	202%	202%	11.5
Gibraltar Dam (City Facility)	230	0.00	0.00	0.24	61.62	237%	237%	11.7
Goleta (Fire Stn-Los Carneros)	440	0.00	0.00	0.09	30.50	168%	167%	
Lompoc (City Hall)	439	0.00	0.00	0.00	34.20	237%	237%	11.2
Los Alamos (Fire Stn)	204	0.00	0.00	0.00	32.32	213%	213%	
San Marcos Pass (USFS Stn)	212	0.00	0.00	0.12	80.34	240%	240%	
Santa Barbara (County Bldg)	234	0.00	0.00	0.30	36.71	202%	201%	
Santa Maria (City Pub.Works)	380	0.00	0.00	0.13	25.71	195%	194%	
Santa Ynez (Fire Stn /Airport)	218	0.00	0.00	0.00	33.06	212%	212%	
Sisquoc (Fire Stn)	256	0.00	0.00	0.02	25.67	173%	172%	

County-wide percentage of "Normal-to-Date" rainfall : **201%**

County-wide percentage of "Normal Water-Year" rainfall : **201%**

County-wide percentage of "Normal Water-Year" rainfall calculated assuming no more rain through Aug. 31, 2023 (End of WY2023).

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 based on Dec 2021 capacity revision)

Click on Site for Real-Time Readings	Spillway Elev. (ft)	Current Elev. (ft)	Max. Storage (ac-ft)	Current Storage (ac-ft)	Current Capacity (%)	Storage Change Mo.(ac-ft)	Storage Change Year*(ac-ft)
Gibraltar Reservoir	1,400.00	1,394.64	4,693	3,553	75.7%	-668	2,253
Cachuma Reservoir	753.**	750.93	192,978	186,582	96.7%	-1,873	115,912
Jameson Reservoir	2,224.00	2,223.70	4,848	4,811	99.2%	-3	1,985
Twitchell Reservoir	651.50	605.70	194,971	70,552	36.2%	-9,932	70,552

[Previous Rainfall and Reservoir Summaries](#)

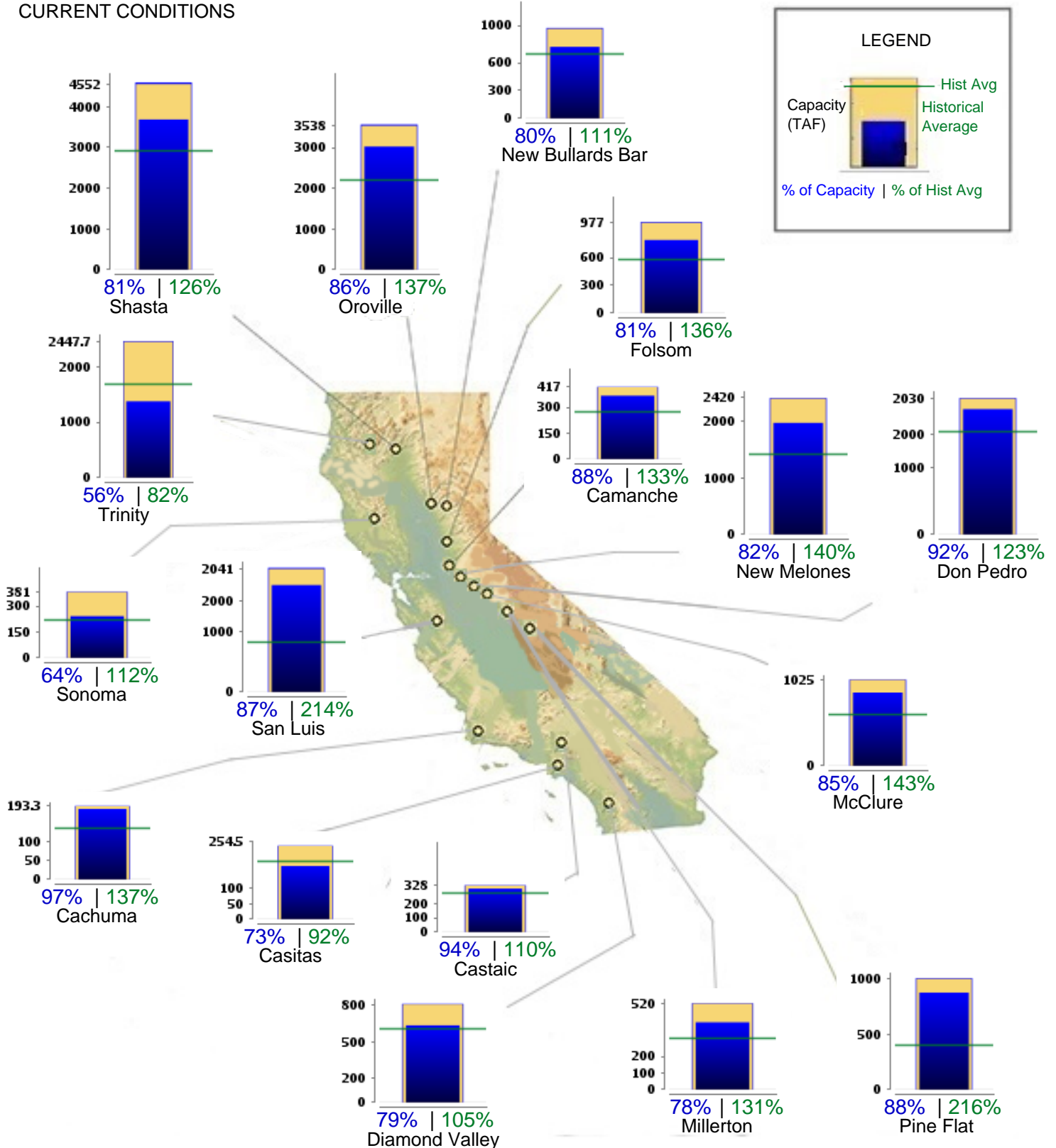


CURRENT RESERVOIR CONDITIONS

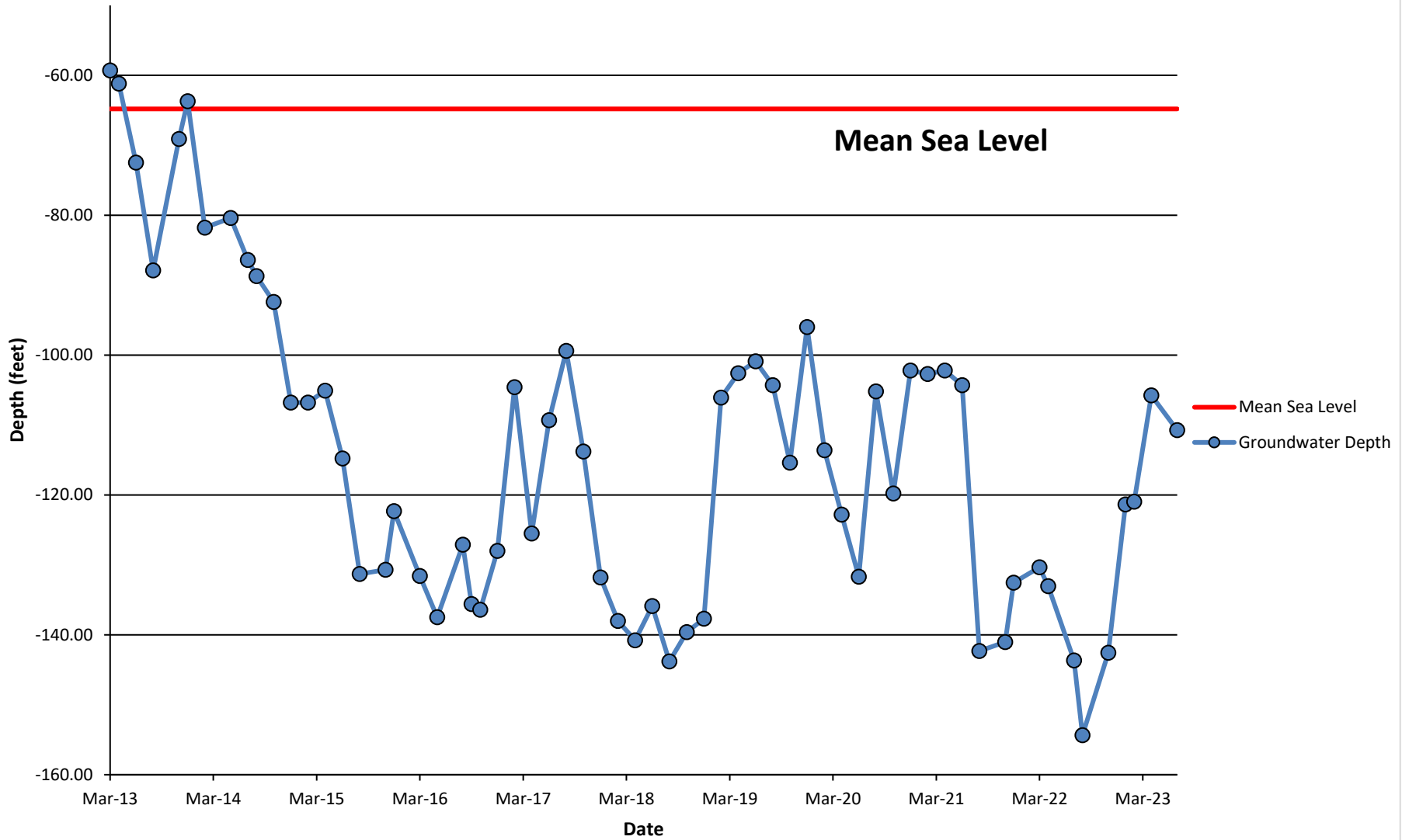
CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - August 16, 2023

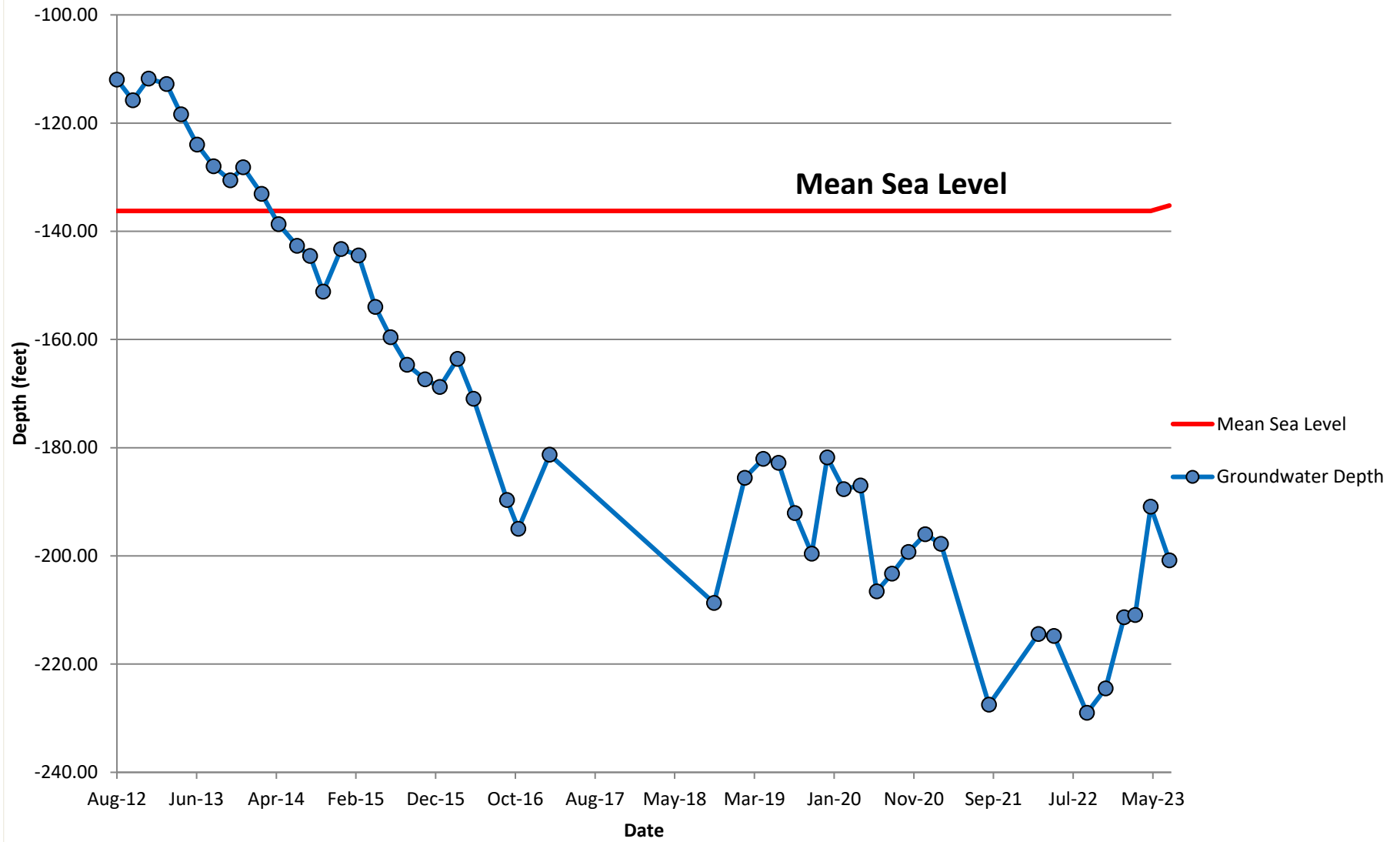
CURRENT CONDITIONS



Lyons Well
Groundwater Depth Below Land Surface Datum
Land Surface Altitude - 64.81 Feet Above Mean Sea Level



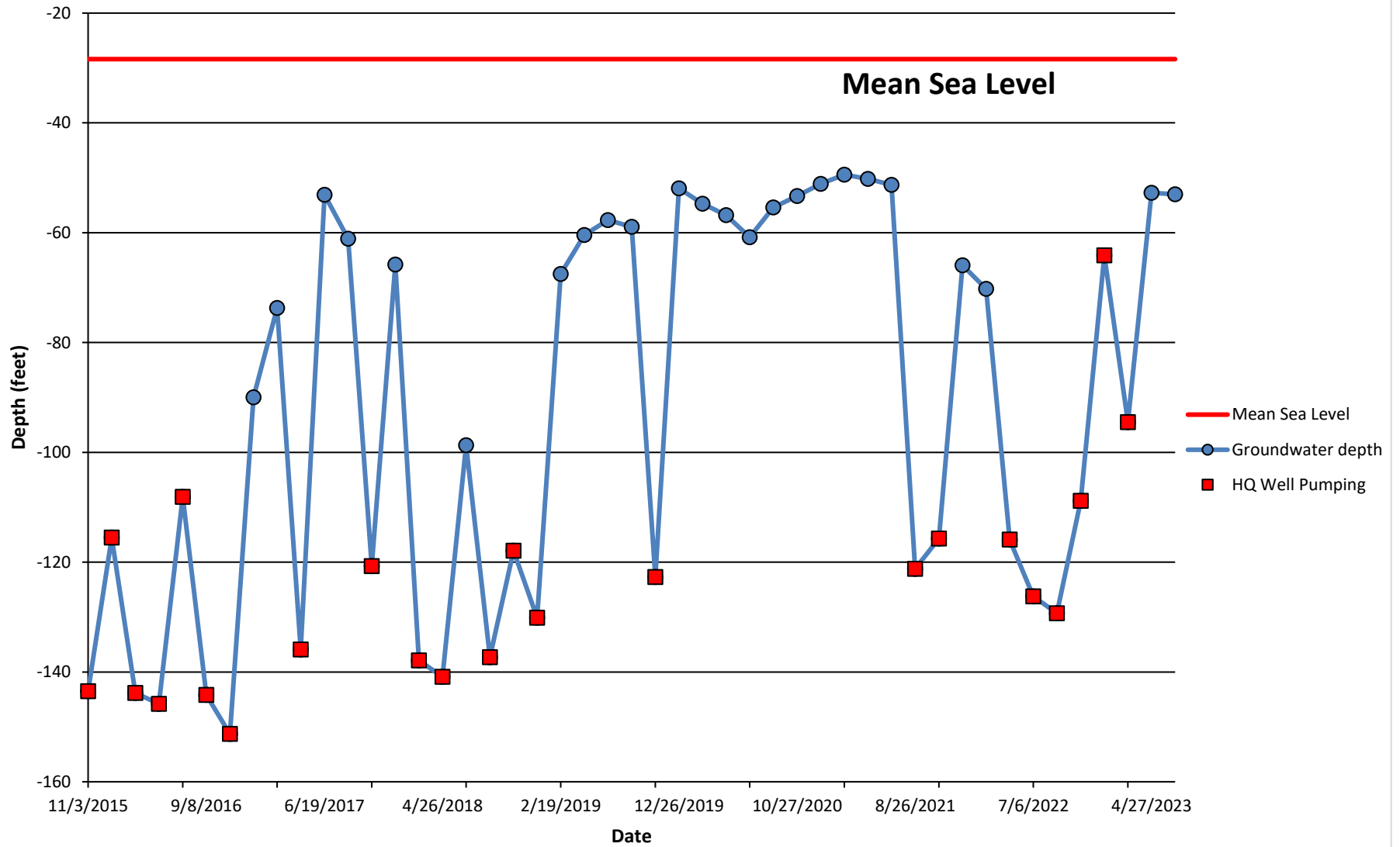
Smillie Well
Groundwater Depth Below Land Surface Datum
Land Surface Altitude - 136.24 Feet Above Mean Sea Level



Santa Ynez Well

Groundwater Depth Below Land Surface Datum

Land Surface Altitude - 28.38 Feet Above Mean Sea Level



HQ Well

Groundwater Depth Below Land Surface Datum

Land Surface Altitude - 28.96 Feet Above Mean Sea Level

