

AGENDA

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

CARPINTERIA CITY HALL 5775 CARPINTERIA AVENUE CARPINTERIA, CA 93013

Wednesday, December 13, 2023 at 5:30 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

Join Zoom Meeting

https://us06web.zoom.us/j/81684742294?pwd=qG36bR9ub5zKhp3bNdBx7gaVnfm8HB.1

Meeting ID: 816 8474 2294 Passcode: 391889 or Dial by Phone: 1-669-444-9171

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. <u>Online:</u> 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/ <a href="htt
- 2. <u>Submitting a Written Comment.</u> If you wish to submit a written comment, please email your comment to the Board Secretary at <u>Public Comment@cvwd.net</u> by <u>5:00 P.M. on the day of the meeting</u>. 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)

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

^{**}Indicates attachment of document to agenda packet.

IV. APPROVAL ITEMS

A. **Disbursement Report for October 16, 2023 – November 15, 2023

V. CONSENT AGENDA-

- A. ** Consider Approval 2024 Board Meeting Schedule (for action, General Manager McDonald)
- B. **Minutes of the Regular Board meeting held on November 29, 2023

VI. UNFINISHED BUSINESS - None

VII. NEW BUSINESS -

- A. **Consider Independent Auditor's Report and Financial Statement for FY 22-23 (for action, General Manager McDonald) Presentation by Tracey Solomon, Bartlett, Pringle & Wolf, LLP
- B. **Consider allowing Master Meters for High Density Residential
 Developments (for action, General Manager McDonald) Presentation by Maso
 Motlow
- C. **Consider Resolution No. 1152 Adopting and Establishing a Methodology for Calculation of the Capital Cost Recover Fee. (for action, General Manager McDonald)
- D. **Consider adoption of updated Rules & Regulations (for action, General Manager McDonald)
- E. **Consider Authorization to engage Koff & Associates in an amount not to exceed \$68,450 to conduct a Compensation & Benefit Study. (for action, General Manager McDonald)
- F. **Consider Award of contract for Potholing services for the CAPP project to T2 Utility Engineering in an amount not to exceed \$62,900.00 (for action, General Manager McDonald)
- G. **Consider authorizing the General Manager to enter into an MOU with Montecito Water District to study the Carpinteria Groundwater Basin with respect to a Montecito Indirect Potable Use Project (for action, General Manager McDonald)
- H. **Consider adoption of Resolution 1153 a Resolution of the Board of Directors Concerning an Inventory of District Land and Airspace (for action, General Manager McDonald)

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^{**}Indicates attachment of document to agenda packet.

VIII. DIRECTOR REPORTS -

- A. ** Rate & Budget Committee Meeting December 7, 2023 Directors Johnson & Roberts
- B. ** Recycled Water Committee Meeting- December 11, 2023 Directors Balch & Roberts
- C. ** Administrative Committee Meeting December 12, 2023 Directors Holcombe & Van Wingerden
- IX. GENERAL MANAGER REPORTS (for information) None
- X. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION, [GOVERNMENT CODE SECTION 54956.9(D)(2)]: Cachuma Operations & Maintenance Board
- XI. CONSIDER DATES AND ITEMS FOR AGENDA FOR:

CARPINTERIA VALLEY WATER DISTRICT BOARD MEETING OF JANUARY 24, 2024, 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., December 10, 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





Payment Date: 10/16/23 - 11/15/23

Disbursement Report	
Operating Account	1,503,397.02
Rancho Monte Alegre (RMA)	121,506.07
Total:	\$ 1,624,903.09

	Operating Account	t - Check Report		
Vendor	Description	Payment Number	Payment Date	Payment
72 HOUR LLC				140,057.71
	FORD F-550 11' CRANE BODY PO 23-0130	40325	10/18/2023	140,057.71
ACWA				19,995.00
	ANNUAL AGENCY DUES - 2024	40389	11/15/2023	19,995.00
ACWA/JPIA				91,572.21
ACWAJIFIA	WORKER'S COMP - 1ST QUARTER	40363	11/2/2023	8,287.21
	AUTO & GENERAL LIABILITY 100123-100124	40352	10/27/2023	83,285.00
	AOTO & GENERAL EIABIETT 100123 100124	40352	10/27/2023	
ACWA-JPIA				31,649.04
	HEALTH INS	40396	11/15/2023	31,649.04
AFLAC				773.38
	SUPPLEMENTAL INSURANCE	40361	10/31/2023	773.38
AG ENT INC				561.26
	MAINTENANCE OF SERVICES	APA001159	11/15/2023	561.26
ALL AROUND LANDSCA			,	555.86
ALL AROUND LANDSCA	MAINTENANCE OF MAINS	APA001103	10/18/2023	42.61
	MAINTENANCE OF HYDRANTS		11/7/2023	94.63
		APA001144		
	MAINTENANCE OF FACILITIES	APA001144	11/7/2023	164.07
	MAINTENANCE OF WELLS - HQ WELL	APA001144	11/7/2023	82.27
	MAINTENANCE OF WELLS - HQ RECLAIM	APA001144	11/7/2023	41.68
	ENGINEERING SUPPLIES	APA001160	11/15/2023	23.87
	MAINTENANCE OF METERS/SERVICES	APA001160	11/15/2023	106.73
ANTHEM BLUE CROSS				189.00
	RETIREE - SUPPLEMENTAL INSURANCE - NOVEMBER	40309	10/18/2023	94.50
	RETIREE - SUPPLEMENTAL INSURANCE - DECEMBER	40398	11/15/2023	94.50
	NETWEE SOFT EEMENTINE MOON WILL BEGEINDEN	.0350	11, 13, 2023	
ANTHEM BLUE CROSS				697.02
	RETIREE - PREMIUM INSURANCE - NOVEMBER	40310	10/18/2023	348.51
	RETIREE - PREMIUM INSURANCE - DECEMBER	40399	11/15/2023	348.51
ASPECT ENGINEERING	GROUP			8,773.58
	MAINTENANCE OF WELLS	APA001104	10/18/2023	1,320.00
	HQ WELL VFD TEMPERATURE SENSORS	APA001104	10/18/2023	491.25
	MAINTENANCE OF SCADA CARP RES	APA001104	10/18/2023	3,742.33
	MAINT OF SCADA - HQ WELL	APA001145	11/7/2023	480.00
	CARPINTERIA RESERVOIR PLC UPGRADE	40397	11/15/2023	2,740.00
	CARPINTERIA RESERVOIR PLC OPGRADE	40397	11/13/2023	
AT&T MOBILITY				1,459.63
	MOBILE DEVICES - SEPTEMBER	40311	10/18/2023	479.95
	MOBILE DEVICES - OCTOBER	40400	11/15/2023	479.95
	SCADA, TABLETS, OTHER WIRELESS - SEPTEMBER	40311	10/18/2023	251.69
	SCADA, TABLETS, OTHER WIRELESS - NOVEMBER	40400	11/15/2023	248.04
BARTLETT, PRINGLE & \	VOLF. LLP			20,462.50
D7.11.122.1.) 1 11.11022 Cd 1	AUDIT SERVICES 063023	40370	11/2/2023	20,462.50
	AODIT SERVICES 003023	40370	11/2/2023	
BAY ALARM SERVICE				2,425.00
	BURGLAR ALARM UPGRADE - 50% DEPOSIT	40353	10/27/2023	2,425.00
BIG GREEN CLEANING O	OMPANY / RICH & FAMOUS, INC.			1,623.00
	MONTHLY JANITORIAL SERVICES - OCTOBER	40345	10/24/2023	859.00
	JANITORIAL SERVICES - OCTOBER CREDIT	APA001146	11/7/2023	(95.00)
	MONTHLY JANITORIAL SERVICES - NOVEMBER	APA001146	11/7/2023	859.00
		AI A001140	11///2023	
BRENNTAG PACIFIC, IN				10,155.06
	TREATMENT & TEST WELLS	APA001105	10/18/2023	5,074.81
	TREATMENT & TEST WELLS	APA001126	11/2/2023	5,080.25
CACHUMA O & M BOAI	RD			114,448.00
	2ND QUARTER BUDGET ASSESS FY 23/24	40351	10/24/2023	106,084.00
	CACHUMA PROJECT RENEWAL FUND - WY 23/24	40390	11/15/2023	8,364.00
		.0350	11, 13, 2023	
CALIFORNIA ELECTRIC S				17.71
	MAINTENANCE OF FACILITIES	APA001127	11/2/2023	17.71
CANON FINANCIAL SER	VICES, INC			948.01
	MONTHLY CONTRACT CHARGES COPIER	APA001128	11/2/2023	850.38
	CANON CA PROPERTY TAX 2023	40383	11/8/2023	97.63
			, -,	37.03
CADITAL INDUCTORS	IEDICAL CURRINGO INC			4 700 07
CAPITAL INDUSTRIAL M	IEDICAL SUPPLY CO. INC. SAFTETY SUPPLIES	40376	11/7/2023	1,793.05 1,793.05

PACKET PAGE 4 OF 296 Item IV. A.

Vendor	Description	Payment Number	Payment Date	Payment
CARDMEMBER SERVICES		. ,	,	. ajment
	ARGES - 082323-092023	40354	10/27/2023	5,664.93
	SOFTWARE MAINTENANCE	40354	10/27/2023	54.99
	UTILITY-TELEPHONE	40354	10/27/2023	2.443.37
	OFFICE SUPPLIES	40354	10/27/2023	877.70
	COMPUTER SYSTEM MAINTENANCE	40354	10/27/2023	535.13
	DUES, SUBSCRIPTIONS & LICENSES	40354	10/27/2023	19.99
	PUBLIC INFORMATION	40354		13.00
		40354	10/27/2023	454.65
	EMPLOYEE RELATIONS BOARD MEETINGS & SURBLES		10/27/2023	120.85
	BOARD MEETINGS & SUPPLIES	40354	10/27/2023	
	MAINTENANCE OF VEHICLES & EQUIPMENT	40354	10/27/2023	75.43
	MINOR TOOLS & EQUIPMENT	40354	10/27/2023	170.20
	ADVERTISING	40354	10/27/2023	41.00
	EMPLOYEE EDUCATION & TRAINING	40354	10/27/2023	400.00
	MAINTENANCE OF MAINS & HYDRANTS	40354	10/27/2023	71.62
	FLEET FUEL & MAINTENANCE	40354	10/27/2023	130.00
	MAINTENANCE, OFFICE, PLANT, SITES	40354	10/27/2023	172.00
	BOARD MEMBER TRAINING	40354	10/27/2023	85.00
CREDIT CARD CHA	ARGES - 092123-101923	40364	11/2/2023	1,802.96
	UTILITY-TELEPHONE	40364	11/2/2023	115.50
	COMPUTER SYSTEM MAINTENANCE	40364	11/2/2023	324.87
		40364	11/2/2023	70.95
	MISCELLANEOUS EXPENSE			
	EMPLOYEE EDUCATION & TRAINING	40364	11/2/2023	200.00
	MANAGER MEETINGS & SUPPLIES	40364	11/2/2023	91.64
CARPINTERIA CAR CARE I	NC .			1,677.73
CAN INTENIA CAR CARE I	CAR WASH	40312	10/18/2023	60.00
	CAR WASH	40312	10/18/2023	40.00
	TIRES & CARWASH FOR F-250	40355	10/27/2023	885.41
	TIRE SWAP ON 3 TRUCKS	40355	10/27/2023	692.32
CARPINTERIA VALLEY LUI	MBER CO			424.43
	MAINT OF MAINS - RETURN CREDIT	APA001106	10/18/2023	(108.98)
	MAINT OF MAINS	APA001106	10/18/2023	9.45
	MAINT OF OFFICE	APA001106	10/18/2023	35.51
	SUPPLIES	APA001106	10/18/2023	82.92
	MAINT OF SCADA	APA001106	10/18/2023	41.83
	MAINT OF PUMPING EQUIPMENT	APA001106	10/18/2023	16.33
	SUPPLIES	APA001106	10/18/2023	72.19
				39.22
	MAINTENANCE OF FACILITIES	APA001106	10/18/2023	
	MAINTENANCE OF FACILITIES	APA001129	11/2/2023	20.52
	MAINTENANCE OF VEHICLES	APA001129	11/2/2023	64.58
	MAINTENANCE OF VEHICLES	APA001129	11/2/2023	53.66
	MAINTENANCE OF FACILITIES	APA001147	11/7/2023	1.73
	MINOR TOOLS - MAINT OF MAINS/HYDRANTS	APA001161	11/15/2023	58.43
	SUPPLIES	APA001161	11/15/2023	37.04
CELLULAR CONTROLLED I	PRODUCTS			326.85
	DISTRICT ACCESS CONTROL SYSTEM - OCTOBER	APA001107	10/18/2023	326.85
CHARLES B. HAMILTON				283.00
CHARLES D. HAWILTON	RETIREE - INSURANCE - NOVEMBER	40371	11/2/2023	283.00
	RETIREE - INSURANCE - NOVEIVIBER	40371	11/2/2023	
CITY OF CARPINTERIA				270.00
	BOARD MEETING TAPINGS - JULY - SEPTEMBER	40313	10/18/2023	270.00
CITY OF SANTA BARBARA				53,463.81
	CATER - 4TH QRTR - FY23	40346	10/24/2023	53,463.81
			,,	
COASTAL VIEW NEWS				2,153.00
	DROUGHT AD & PUBLIC HEARING 101223	APA001108	10/18/2023	452.00
	DROUGHT AD & PUBLIC HEARING - 101923	APA001130	11/2/2023	452.00
	DROUGHT AD - 102623	APA001162	11/15/2023	254.00
	CARP WINTER MAGAZINE 23/24	APA001162	11/15/2023	995.00
COLONIAL LIFE				1,812.00
COLONIAL LIFE	LIFE INSURANCE	40356	10/27/2023	724.80
	LIFE INSURANCE	40360	10/31/2023	1,087.20
COMMODITY TRUCKING	ACQUISITION LLC			610.90
	MAINTENANCE OF MAINS	APA001109	10/18/2023	610.90
CONSOLIDATED ELECTRIC	CAL DISTRIBUTORS, INC.			644.64
	MAINTENANCE OF SCADA	APA001110	10/18/2023	644.64
			,,	
COUNTY OF SANTA BARB			10/01/0	1,809.89
	PROPERTY TAX 23/24 - CASITAS PASS RD	40347	10/24/2023	112.52
	PROPERTY TAX 23/24 - 7081 GOBERNADOR	40347	10/24/2023	5.76
	PROPERTY TAX 23/24 - 7339 SHEPARD MESA RD	40347	10/24/2023	18.68
	PROPERTY TAX 23/24 - UNKNOWN ADDRESS	40347	10/24/2023	5.08
	PROPERTY TAX 23/24 - 1453 CASITAS PASS RD	40347	10/24/2023	24.80
	PROPERTY TAX 23/24 - 1301 SANTA YNEZ AVE	40347	10/24/2023	1,036.92
	PROPERTY TAX 23/24 - 4424 VIA REAL	40347	10/24/2023	18.68
	PROPERTY TAX 23/24 - 2001 MONTE ALEGRE DR	40347	10/24/2023	509.54
	PROPERTY TAX 23/24 - 2001 MONTE ALEGRE DR	40347		77.91
		4034/	10/24/2023	
COUNTY OF SANTA BARB	SARA PUBLIC WORKS DEPARTMENT			25.00
	MAINT OF FACILITIES	40314	10/18/2023	25.00

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Vendor	Description	Payment Number	Payment Date	Payment
COX COMMUNICATIONS			•	255.62
	INTERNET PROVIDER - OCTOBER	40377	11/7/2023	255.62
DAVE HUNSAKER - DAVE'S	S ORGANIC GARDENING LANDSCAPE SERVICES - SEPTEMBER	APA001131	11/2/2023	2,833.25 2,833.25
DOCUPRODUCTS CORPOR		APA001131	11/2/2025	2,835.25 175.26
DOCUPRODUCTS CORPOR	COPIER LEASE - 080323 - 110223	APA001163	11/15/2023	175.26
E.J. HARRISON & SONS, IN	NC.			272.85
•	TRASH & RECYCLE	40327	10/18/2023	272.85
ECHO COMMUNICATIONS	S .			225.15
	TELEPHONE SERVICES - NOVEMBER	40378	11/7/2023	225.15
ECONOMY TREE INC				10,000.00
	DIST TREE MAINT - 34 TREES TRIMMED/3 STUMP REMOVALS	40382	11/7/2023	10,000.00
EDISON CO	CARP RES - 20,796 KWH - OCTOBER	40348	10/24/2023	37,691.43 5,469.94
	GOB CYN PUMP - 748 KWH - OCTOBER	40348	10/24/2023	141.03
	FOOTHILL TANK MONTHLY- 30,908 KW - OCTOBER	40315	10/18/2023	10,884.98
	FOOTHILL TANK MONTHLY- 10,433 KWH - NOVEMBER	40401	11/15/2023	5,205.56
	SMILLIE WELL - 21,194 KWH - OCTOBER EL CARRO WELL - 32,315 KWH - OCTOBER	40348 40315	10/24/2023 10/18/2023	3,984.21 6,655.60
	OFFICE - 2,801 KWH - OCTOBER	40315	10/18/2023	784.03
	SM PUMP - 4,910 KWH - OCTOBER	40348	10/24/2023	1,423.32
	HQ WELL - 15,566 KWH - OCTOBER	40315	10/18/2023	3,142.76
EMPLOYEE RELATIONS NE				252.39
	EMP RELATIONS PRE EMP SCREENING	APA001148	11/7/2023	252.39
ENTERPRISE FM TRUST	FLEET LEACE AND MAINT, OCTOBER	40216	10/10/2022	7,395.66
FURDERING FATON ANALYS	FLEET LEASE AND MAINT - OCTOBER	40316	10/18/2023	7,395.66
EUROFINS EATON ANALY	WATER QUALITY TESTING	40379	11/7/2023	2,225.00 2,225.00
FAMCON PIPE AND SUPPI		.03,3	, -, 2020	16,850.38
	MAINTENANCE OF METERS	APA001132	11/2/2023	691.76
	MAINTENANCE OF METERS	40386	11/10/2023	77.58
	INVENTORY	40386	11/10/2023	1,721.36
	MAINT OF SCADA - CARP RES MAINTENANCE OF MAINS & HYRDANTS	40386 40386	11/10/2023	28.96 24.24
	MAINTENANCE OF MAINS & HYDRANTS	40386	11/10/2023 11/10/2023	16.16
	INVENTORY	40386	11/10/2023	3,324.75
	INVENTORY	40386	11/10/2023	7,829.52
	INVENTORY & MAINT OF METERS	40386 40388	11/10/2023	515.72
FEDERAL DR TAY DEDOCIT	INVENTORY	40388	11/15/2023	2,620.33
FEDERAL PR TAX DEPOSIT	(FORMERLY UNION BANK) FICA PR	DFT0001549	10/31/2023	47,034.21 8,854.38
	FEDERAL W/H	DFT0001549	10/31/2023	8,325.13
	MEDICARE W/H	DFT0001549	10/31/2023	2,512.46
	FICA PR	DFT0001560	11/9/2023	2,187.28
	FEDERAL W/H MEDICARE W/H	DFT0001560 DFT0001560	11/9/2023 11/9/2023	2,917.37 511.54
	FICA PR	DFT0001559	11/14/2023	9,294.30
	FEDERAL W/H	DFT0001559	11/14/2023	9,745.97
	MEDICARE W/H	DFT0001559	11/14/2023	2,685.78
FERGUSON WATERWORK	S ASPHALT SAW BLADE	APA001111	10/18/2023	772.49 351.80
	REPLACEMENT GASKETS FOR SMILLIE WELL	APA001111 APA001133	11/2/2023	372.68
	INVENTORY	40387	11/10/2023	48.01
FRONTIER COMMUNICAT	IONS			499.63
	ORTEGA - 101623-111523	APA001134	11/2/2023	123.35
	OFFICE - 101623-111523	APA001134	11/2/2023	376.28
FRUIT GROWERS LABORA	TORY, INC BACTI ANALYSIS - QUANTI TRAY 100/COLIFORM-COLILERT	APA001112	10/18/2023	2,734.00 270.00
	INORGANIC ANALYSIS - METALS, TOTAL-FE, MN	APA001112 APA001112	10/18/2023	213.00
	ORGANIC ANALYSIS - SRL 524M-TCP	APA001112	10/18/2023	333.00
	BACTI ANALYSIS - COLIFORM - COLIERT-P/A	APA001112	10/18/2023	170.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A BACTI ANALYSIS-BIO ACTIVITY/HETER/COLIFORM	APA001135 APA001135	11/2/2023	170.00 110.00
	BACTI ANALYSIS-BIO ACTIVITY/HETER/COLIFORM BACTI ANALYSIS - COLILERT - P/A & QUANTI TRAY	APA001135 APA001135	11/2/2023 11/2/2023	270.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A	APA001135	11/2/2023	170.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A	APA001135	11/2/2023	170.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A	APA001164	11/15/2023	25.00
	INORGANIC ANALYSIS - METALS, TOTAL-FE, MN BACTI ANALYSIS - COLIFORM - COLILERT-P/A	APA001164 APA001164	11/15/2023 11/15/2023	213.00 170.00
	BACTI ANALYSIS-BIO ACTIVITY/HETER/COLIFORM	APA001164	11/15/2023	110.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A	APA001164	11/15/2023	170.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A	APA001164	11/15/2023	170.00
FTI SERVICES, INC.	MONTHLY - DATTO BACKUPS - OCTOBER	APA001113	10/18/2023	10,879.95 85.25
	MICROSOFT 365 LICENSE - OCTOBER	APA001113 APA001149	11/7/2023	610.00
	SERVER REPLACEMENT AND WIRING PROJ COMPLETION	40385	11/8/2023	567.00
	IT SUPPORT - OCTOBER	40402	11/15/2023	669.38
	IT SUPPORT - OCTOBER SERVER RACK - PO 23-0143 - ADDT'L HOURS	40402 40402	11/15/2023 11/15/2023	1,294.14 427.50
	SERVER RACK - PO 23-0143 - ADDITE HOURS SERVER REPLACEMENT AND WIRING PROJ COMPLETION	40402	11/15/2023	508.80
	REPLACE SERVER RACK-edited	40406	11/15/2023	1,353.38
	REPLACE SERVER RACK-edited	40406	11/15/2023	190.00
	WINDOWS SERVER 2012 SUNSET-APP & SERVER MIGRATION DATTO BACKUPS - NOVEMBER	40406 APA001165	11/15/2023 11/15/2023	3,874.50 1,300.00
·	S.T. O SPICKOI D HOVEWIDER	VI VO01103	11/13/2023	1,300.00

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Vendor	Description	Payment Number	Payment Date	Payment
GABRIEL HERNANDEZ - TR	MAINTENANCE OF FACILITIES	APA001136	11/2/2022	2,500.00 2,500.00
	WAINTENANCE OF FACILITIES	AFA001136	11/2/2023	
GABRIEL JAIMES			/ . /	304.00
	RETIREE - INSURANCE - NOVEMBER	40372	11/2/2023	304.00
GAS COMPANY				82.24
	MONTHLY CHARGES - FRONT OFFICE - OCTOBER	40365	11/2/2023	39.80
	MONTHLY CHARGES - BACK OFFICE - OCTOBER	40365	11/2/2023	42.44
GOVERNMENT FINANCE O	FFICERS ASSOCIATION			150.00
	AGENCY MEMBERSHIP DUES RENEWAL	40373	11/2/2023	150.00
HAMNER, JEWELL & ASSO	CIATES			3,207.96
	CAPP - FINAL DESIGN - SEPTEMBER	APA001137	11/2/2023	3,207.96
HARRINGTON INDUSTRIAL	PLASTICS			134.30
	PARTS FOR WELL SITES	APA001114	10/18/2023	56.19
	SMALL TOOLS	APA001150	11/7/2023	78.11
HAYWARD LUMBER CO.				131.89
	MINOR TOOLS	APA001138	11/2/2023	131.89
HD SUPPLY, INC				4,583.82
, .	SAFETY SUPPLIES	APA001115	10/18/2023	64.26
	SAFETY SUPPLIES	APA001115	10/18/2023	757.83
	TREATMENT OF TEST WELLS	APA001115	10/18/2023	2,922.48
	SAFETY SUPPLIES	APA001139	11/2/2023	258.24
	MAINTENANCE OF MAINS	APA001139	11/2/2023	260.45
	MAINTENANCE OF WELLS	APA001151	11/7/2023	189.83
	ENGINEERING SUPPLIES	APA001166	11/15/2023	130.73
IMPULSE INTERNET SERVI	•			139.95
	INTERNET PROVIDER - DECEMBER	40380	11/7/2023	139.95
INFOSEND INC				4,398.73
	EBILLS - SEPTEMBER	APA001116	10/18/2023	318.90
	DISCONNET NOTICES - OCTOBER	APA001116	10/18/2023	329.55
	IMPRINT OF INFOSEND ENVELOPES	APA001116	10/18/2023	930.96
	EBILLS - OCTOBER MONTHLY DISCONNECT/STATEMENTS	APA001152	11/7/2023	331.70 363.23
	MONTHLY STATEMENTS MONTHLY STATEMENTS	APA001167 APA001167	11/15/2023 11/15/2023	2,124.39
ICAGO OFFINANTES	MONTHET STATEMENTS	Al Additor	11/13/2023	
ISACC CERVANTES	T4 TECT FFF DEIMANUNCEMENT	40220	10/10/2022	50.00
	T1 TEST FEE REIMBURSEMENT	40328	10/18/2023	50.00
KATZ & ASSOCIATES, INC.				11,572.50
	CAPP - FINAL DESIGN - COMM OUTREACH - SEPTEMBER	40374	11/2/2023	10,575.00
	CAPP - FINAL DESIGN - COMM OUTREACH - JUNE	APA001153	11/7/2023	997.50
LANCE EDMONDSON				90.00
	T3 CERTIFICATE REIMBURSEMENT	40349	10/24/2023	90.00
LINCOLN LIFE				17,445.51
	DEFERRED COMPENSATION	DFT0001538	10/17/2023	5,115.17
	ROTH IRA DEFERRED COMPENSATION	DFT0001538 DFT0001547	10/17/2023	700.00 5,115.17
	ROTH IRA	DFT0001547	11/1/2023 11/1/2023	700.00
	DEFERRED COMPENSATION	DFT0001557	11/14/2023	5,115.17
	ROTH IRA	DFT0001557	11/14/2023	700.00
MYERS, WIDDERS, GIBSON				3,935.15
	GENERAL COUNSEL - OCTOBER	APA001154	11/7/2023	1,887.65
	SBCO FLOOD CTRL & CONSERVATION DISTRICT - OCTOBER	APA001154	11/7/2023	210.00
	GENERAL COUNSEL - CAPP FINAL DESIGN - OCTOBER	APA001154	11/7/2023	1,837.50
NTS MIKEDON, LLC				185.75
,	MAINTENANCE OF MAINS SHORING JACK RENTAL	APA001117	10/18/2023	185.75
OPENEDGE				16,277.48
	CREDIT CARD PROCESSING FEES - OCTOBER	DFT0001565	11/2/2023	16,277.48
OPTONY INC				3,093.00
	SOLAR ENERGY OPTION STUDY - SEPT/OCT	APA001168	11/15/2023	3,093.00
PAYROLL TRANSFER				129,524.81
	PPE 231028 CORR XFER FM OP TO PR	DFT0001554	10/31/2023	56,860.01
	PR TRANSFER 110823 - MERITS	DFT0001568	11/8/2023	11,025.79
	PR TRANSFER PPE 111123	DFT0001567	11/9/2023	61,639.01
PERIMETER SECURITY SYS	TEMS			165.00
	REPAIR GATE OPENER	APA001118	10/18/2023	165.00
PERRY'S WELDING				4,660.00
	PROJ C-141 - 5220 FOOTHILL RD HYDRANT	APA001140	11/2/2023	2,200.00
	MAINTENACE OF MAINS	APA001155	11/7/2023	1,200.00
	MAINTENANCE OF EQUIPMENT	APA001155	11/7/2023	1,260.00
PETTY CASH				199.33
	REPLENISH PETTY CASH	40366	11/2/2023	199.33
QUADIENT LEASING USA,	INC.			1,130.94
	POSTAGE & LETTER - PROPERTY TAX	40317	10/18/2023	142.04
	POSTAGE & LETTER - 111023-020924	40317	10/18/2023	988.90

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Vendor	Description	Payment Number	Payment Date	Payment
QUINN COMPANY	Description	r dyment rumber	rayment Date	169,928.01
•	SPARE TEETH FOR ASPHALT GRINDER	APA001119	10/18/2023	469.86
	BACKHOE REPAIR	APA001119	10/18/2023	3,085.04
	2023 420 BACKHOE LOADER	40368	11/2/2023	166,373.11
ROCKWELL PRINTING INC				769.31
	CONTINUOUS FLOW DOOR TAGS	40318	10/18/2023	769.31
RONALD S. O'BRIEN - BEE	SPECIALIST			375.00
	REMOVE BEES FROM METER BOX	APA001120	10/18/2023	375.00
ROSEBRO GARAGE LLC				448.18
	MAINTENANCE OF VEHICLES	40381	11/7/2023	448.18
SANTA BARBARA COUNTY	- LAFCO			13,712.00
	DISTRIBUTION OF LAFCO BUDGET 23/24	40357	10/27/2023	13,712.00
SANTA BARBARA TROPHY				95.70
	NAME PLATES - 4	40319	10/18/2023	95.70
SAWASKE LANDSCAPE				682.00
	LYONS WELL - SEPTEMBER	APA001121	10/18/2023	308.00
	LYONS WELL - OCTOBER	APA001169	11/15/2023	374.00
SHIRLEY JOHNSON				72.05
	MILEAGE REIMBURSE - CCWA BOARD MTG - 102623	40403	11/15/2023	72.05
SIEMENS PUBLIC, INC.				134,669.33
	QRTLY MASTER LEASE AGMNT - #280-0006004-001	40358	10/27/2023	134,669.33
SIERRA TRAFFIC SERVICES				3,875.90
	MAINTENANCE OF MAINS	40321	10/18/2023	1,663.45
	MAINTENANCE OF MAINS	40321	10/18/2023	2,212.45
STAPLES BUSINESS ADVAN				206.28
	OFFICE SUPPLIES	APA001170	11/15/2023	206.28
STATE OF CALIFORNIA - EL	DD			9,976.82
	STATE WITHHOLDING	DFT0001548	11/1/2023	3,424.60
	STATE DISABILITY INSURANCE	DFT0001548	11/1/2023	615.06
	STATE WITHHOLDING	DFT0001561 DFT0001558	11/10/2023	1,195.50
	STATE WITHHOLDING STATE DISABILITY INSURANCE	DFT0001558	11/14/2023 11/14/2023	4,162.28 579.38
		DI 10001338	11/14/2023	
STATE WATER RESOURCES		40221	10/19/2022	110.00 55.00
	T1 CERTIFICATION - VANCE KEISER T1 CERTIFICATION - ISACC CERVANTES	40331 40329	10/18/2023 10/18/2023	55.00
STRADLING YOCCA CARLS			,,	509.50
STRADLING TOCCA CARLS	LEGAL SERVICES - SEPTEMBER	APA001141	11/2/2023	509.50
CURL CO ACT DENITALS INC	LEGAL SERVICES - SEPTEMBER	AFA001141	11/2/2023	
SUN COAST RENTALS INC	MAINTENANCE OF MAINS	APA001122	10/19/2022	579.64 136.57
	MAINTENANCE OF MAINS	APA001122 APA001156	10/18/2023 11/7/2023	136.57
	MAINTENANCE OF MAINS/HYDRANTS	APA001171	11/15/2023	306.50
SUNBELT RENTALS INC				300.70
SONDEET REINTAES INC	CARP RES PLC UPGRADE	APA001157	11/7/2023	300.70
TIERRA CONTRACTING, IN			,,	65,500.00
nema commacinio, in	PROJ C-134 - 700 LINDEN REDEVELOPMENT	40322	10/18/2023	65,500.00
TIMECLOCK PLUS LLC			,,	23.82
HIMECLOCK PLOS LLC	ANNUAL TIMECLOCK EMPLOYEE LICENSE - E.S.	40350	10/24/2023	23.82
TVI ED TECHNOLOGIEC IN		10330	10/2 1/2025	
TYLER TECHNOLOGIES, IN	UTILITY BILLING NOTIFCATION – CALLS & SMS	APA001123	10/18/2023	93.80 93.80
UMPQUA BANK COMMER		AFA001123	10/18/2023	4,866.39
	SOFTWARE MAINTENANCE	40404	11/15/2023	54.99
	MANAGER MEETINGS	40404	11/15/2023	112.78
	DUES, SUBSCRIPTIONS & LICENSES	40404	11/15/2023	19.99
	WORK IN PROGRESS -	40404	11/15/2023	15.00
	MINOR TOOLS & EQUIPMENT	40404	11/15/2023	87.19
	EMPLOYEE EDUCATION & TRAINING OFFICE SUPPLIES	40404 40404	11/15/2023	1,195.00 588.05
	PUBLIC INFORMATION	40404 40404	11/15/2023 11/15/2023	13.00
	UTILITY-TELEPHONE	40404	11/15/2023	1,109.22
	SAFETY SUPPLIES	40404	11/15/2023	118.29
	MAINTENANCE OF MAINS/HYDRANTS	40404	11/15/2023	107.02
	MAINTENANCE OF SCADA EQUIPMENT	40404	11/15/2023	32.69
	UNIFORMS EXPENSE	40404	11/15/2023	539.29
	GSA SUPPLIES & EQUIPMENT	40404	11/15/2023	118.80
	EMPLOYEE RELATIONS ROADD MEETINGS & SUIDDLIES	40404	11/15/2023 11/15/2023	660.46
UNIDED CO. C.	BOARD MEETINGS & SUPPLIES	40404	11/13/2023	94.62
UNDERGROUND SERVICE	59 NEW TICKET - NOVEMBER	ADA001150	11/7/2022	111.50
58 NEW TICKET - NOVEMBER APA001158 11/7/2023 111.50				
UNUM LIFE INSURANCE C			44 (45 (2222	694.76
	LIFE INSURANCE - DECEMBER	40405	11/15/2023	694.76
US BANK			40/4-7	8,145.17
	JUN-23 BANK SERVICE FEE	DFT0001541	10/18/2023	1,541.54
	JUL-23 BANK SERVICE FEE AUG-23 BANK SERVICE FEE	DFT0001542 DFT0001543	10/18/2023	1,572.49 1,611.42
	SEP-23 BANK ANALYSIS FEE	DFT0001543 DFT0001550	10/18/2023 11/3/2023	1,611.42
	OCT-23 BANK ANALYSIS FEE	DFT0001551	11/15/2023	1,811.27
VANCE KEISER				50.00
ATCL KLISEN	T1 TEST FEE REIMBURSEMENT	40330	10/18/2023	50.00
	• • •		., .,==	22.00

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Vendor	Description	Payment Number	Payment Date	Payment
VENTURA STEEL				126.44
	MAINTENANCE OF FACILITIES	APA001124	10/18/2023	126.44
VERIZON WIRELESS				699.00
	CREW CELL PHONES - SEPTEMBER	40323	10/18/2023	346.78
	CREW CELL PHONES - OCTOBER	40384	11/8/2023	352.22
/ULCAN MATERIALS CO	MPANY			75.00
	CONCRETE & ASPHALT DISPOSAL	APA001142	11/2/2023	75.00
W. W. GRAINGER, INC.				865.27
	SAFETY EQUIPMENT	APA001125	10/18/2023	98.62
	MINOR TOOLS	APA001125	10/18/2023	41.10
	REPLACEMENT POWER SUPPLY FOR GOB RES PLC/10	APA001125	10/18/2023	547.92
	MAINTENANCE OF VEHICLES	APA001143	11/2/2023	177.63
WAGE WORKS DISBURS	EMENTS			488.99
	WAGEWORKS DISBURSMENT - 1017, 1025, 103123	DFT0001556	10/31/2023	263.10
	WAGEWORKS DISBURSEMENT 110723	DFT0001566	11/7/2023	225.89
WATER SYSTEMS CONS	ULTING, INC.			72,204.75
	CAPP - FINAL DESIGN - SEPTEMBER	40359	10/27/2023	32,453.50
	CAPP - FINAL DESIGN - OCTOBER	40391	11/15/2023	39,751.25
WEX BANK				3,560.78
	FUEL CHARGES - OCTOBER	40367	11/2/2023	3,560.78
WOODARD & CURRAN				146,396.14
	CAPP - FINAL DESIGN - SEPTEMBER	40375	11/2/2023	146,396.14
				1,503,397.02
	Rancho Monte Alegre - A	ccount Check Report		
ASH CONSTRUCTION	·	·	·	121,506.07
	RMA BRIDGE RETENTION	5003	10/18/2023	121,506.07
			Total: \$	121,506.07

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Carpinteria Valley Water District Board Meetings 2024

Januar	y 24 th
February	14 th and 28 th
March	13 th and 27 th
April	10 th and 24 th
May	8 th and 22 nd
June	12 th and 26 th
July	10 th and 24 th
August	14 th and 28 th
September	11 th and 25 th
October	9 th and 23 rd
November	13 th (held at district)
Decemb	er 11 th

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	MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS	
	CARPINTERIA VALL	EY WATER DISTRICT
	Novembe	er 29, 2023
	President Van Wingerden called Carpinteria Valley Water Distri Carpinteria City Hall Chamber Wednesday, November 29, 202 Pledge of Allegiance.	ct Board of Directors held in the to order at 5:30 p.m.,
ROLL CALL	Directors Present; Johnson, Balch, Holcombe, Roberts and Var Wingerden	
	Others Present: Bob McDonald	, Norma Rosales, Cari Ann Potts
	David O'Rourke, Pete Lapidus, Scott Van Der Kar, Will Carlton	Alan Soicher, Caroline Frary, Jared Frary, Rob Morrow
PUBLIC FORUM	No one from the public address	ed the Board.
MINUTES	Following discussion, Director Johnson moved, and Dire Balch seconded the motion to approve the minutes of the meeting held on November 8, 2023. The motion carried to 4-1 vote with Director Holcombe abstaining. The minute approved by roll call as follows;	
	Ayes: Johnson, Balch, Roberts and Van Wingerden Abstain: Holcombe Nayes: none Absent: none	
ADJOURN	President Van Wingerden open Groundwater Sustainability Age	
RECONVENED TO REGULAR BOARD MEETING	President Van Wingerden reconvened the Board meeting at 7:08 p.m.	
CARPINTERIA SUMMERLAND AND MONTECITO FIRE DISTRICT	General Manager McDonald pr Summerland and Montecito Fir Communication Equipment on Report.	e District request to Collocate
	Staff Considerations and Recon	nmendations:
	Neighborhood Outreach	

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	2) Separate Electrical Meter Service
	3) Negotiation of License Agreement4) Verification of SCADA Interference
	i) verification of Sexist Interference
	Suggested Motion:
	- Authorize General Manager to sign the Coastal Development Permit application authorizing the MFD to submit application, direct general manager to oversee development of the outreach plan and commence negotiations for the License Agreement with MFD & CSFD.
	Following discussion, Director Balch moved, and Director Holcombe seconded the motion to approve signing the Coastal Development Permit application. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;
	Ayes: Johnson, Balch, Holcombe, Roberts and Van Wingerden Nayes: none Absent: none
AMENDED RESOLUTION 1150	General Manager McDonald presented to consider Amended Resolution 1150 Adopting CVWD Rates and Charges for Water Service to Clarify CIP Default Services.
	Amendments are minor adjustments and clarifications.
	Resolution was adopted on September 13, 2023 – No increases to the rates and charges will occur because of these amendments.
	Following discussion, Director Holcombe moved, and Director Roberts seconded the motion to approve Amended Resolution 1150. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;
	Ayes: Johnson, Balch, Holcombe, Roberts and Van Wingerden Nayes: none Absent: none
RULES & REGULATIONS REVISIONS	General Manager McDonald presented to consider Revisions to Rules & Regulations.
	Rules & Regulations Changes:
	1) Resolution 1150 in the appendices will be updated;

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	 2) Proposed Capital Cost Recovery Fees based on Asset Allocation; 3) Master meter rule For information. Will be brought back for action on 12/13/23 board meeting. 	
ORDINANCE NO. 23-2 RATIFICATION	General Manager McDonald presented to consider Ratification of Ordinance No. 23-2 approving the Allocation Method adopted on November 8, 2023.	
	Ordinance brought back for ratification of the full Board.	
	Following discussion, Director Holcombe moved, and Director Johnson seconded the motion to approve the Ratification of Ordinance No. 23-2. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;	
	Ayes: Johnson, Balch, Holcombe, Roberts and Van Wingerden Nayes: none Absent: none	
CAPP – JEPA AND GROUND LEASE DRAFTS	General Manager McDonald presented to consider CAPP – Draft JEPA and Draft Ground Lease. Presentation by Rob Morrow, WSC.	
	For information.	
CACHUMA OPERATIONS & MAINTENANCE BOARD MEETING	Director Holcombe gave a verbal report on the COMB Board meeting that was held on November 13, 2023	
CENTRAL COAST WATER AUTHORITY SPECIAL BOARD MEETING	No report given on the CCWA Special Board meeting that was held on November 27, 2023	
ADJOURNED TO CLOSED SESSION	President Van Wingerden adjourned the meeting at 8:39 p.m. to convene the Board into closed session for the following matters:	
	X. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION, [GOVERNMENT CODE SECTION 54956.9(D)(2)]: Cachuma Operations & Maintenance Board	
	XI. [CLOSED SESSION]: CONFERENCE WITH LEGAL COUNSEL: POTENTIAL LITIGATION, [GOVERNMENT CODE SECTION	

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	54956.9(D)(2)]: Proposed PFAS Class Action Settlements with Public Water Systems
BOARD RECONVENED IN OPEN SESSION	At 9:01 p.m. President Van Wingerden reconvened the Board meeting with the following reportable actions:
	X. Removed from Agenda
	XI. Motion to reject the settlement offer from 3M Dupont under PFAS Class Action proposed settlement and requesting General Counsel to file an exclusion to the notice to the administrator. Director Roberts moved, and Director Johnson seconded the motion carried by a 5-0 vote.
NEXT BOARD MEETING	The next Regular Board meeting is scheduled to be held on December 13, 2023, at 5:30 p.m., Carpinteria City Hall, 5775 Carpinteria Avenue, Carpinteria California.
ADJOURNMENT	President Van Wingerden adjourned the meeting at 9:03 p.m.
NEXT BOARD MEETING	Robert McDonald, Secretary

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October 20, 2023

Board of Directors Carpinteria Valley Water District 1301 Santa Ynez Avenue Carpinteria, CA 93013

To the Board of Directors:

This letter is intended to communicate certain matters related to the planned scope and timing of our audit of Carpinteria Valley Water District's financial statements as of and for the year ending June 30, 2023.

Communication

Effective two-way communication between our firm and the Board of Directors is important to understanding matters related to the audit and developing a constructive working relationship.

Your insights may assist us in understanding Carpinteria Valley Water District (the District) and its environment, identifying appropriate sources of audit evidence and providing information about specific transactions or events. We will discuss with you your oversight of the effectiveness of internal control and any areas where you request additional procedures to be undertaken. We expect that you will timely communicate to us any matters you consider relevant to the audit. Such matters might include strategic decisions that may significantly affect the nature, timing and extent of audit procedures, your suspicion or detection of fraud, or any concerns you may have about the integrity or competence of senior management.

We will timely communicate to you any fraud involving senior management and other fraud that causes a material misstatement of the financial statements, instances of noncompliance with laws and regulations that come to our attention (unless they are clearly inconsequential), and disagreements with management and other serious difficulties encountered in performing the audit. We also will communicate to you and to management any significant deficiencies or material weaknesses in internal control that become known to us during the course of the audit. Additionally, we will communicate significant unusual transactions, matters that are difficult or contentious for which we consulted outside the engagement team, and circumstances that affect the form and content of the auditor's report. Other matters arising from the audit that are, in our professional judgment, significant and relevant to you in your oversight of the financial reporting process will be communicated to you in writing.

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Shared Responsibilities: AICPA Independence

The AICPA regularly emphasizes that auditor independence is a joint responsibility and is managed most effectively when management, audit committees, and audit firms work together in considering compliance with AICPA independence rules. For Bartlett, Pringle & Wolf, LLP (BPW) to fulfill its professional responsibility to maintain and monitor independence, management, the audit committee, and BPW each play an important role.

Our responsibilities

- AICPA rules require independence both of mind and in appearance when providing audit and other attestation services. BPW is to ensure that the AICPA's General Requirements for performing non-attest services are adhered to and included in all letters of engagement.
- Maintain a system of quality control over compliance with independence rules and firm policies.

The District's responsibilities

- Timely inform BPW, before the effective date of transactions or other business changes, of the following:
 - New affiliates, directors, officers, or person in financial reporting oversight roles.
 - Change in corporate structure impacting affiliates such as add-on acquisitions or exits.
- Provide necessary affiliate information such as new or updated investment structure charts, as well as financial information required to perform materiality calculations needed for making affiliate determinations.
- Understand and conclude on the permissibility, prior to the District and its affiliates, officers, directors, or persons in a decision-making capacity, engaging in business relationships with BPW.
- Not entering into relationships resulting in BPW, BPW-covered persons or their close family members, temporarily or permanently acting as an officer, director, or person in an accounting or financial reporting oversight role at the District.

Independence

Our independence policies and procedures are designed to provide reasonable assurance that our firm and its personnel comply with applicable professional independence

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Carpinteria Valley Water District October 20, 2023 Page 3

standards. Our policies address financial interests, business and family relationships, and non-audit services that may be thought to bear on independence. For example, partners and professional employees of BPW are restricted in their ability to own a direct financial interest or a material indirect financial interest in a client or any affiliate of a client. Also, if an immediate family member or close relative of a partner or professional employee is employed by a client in a key position, the incident must be reported and resolved in accordance with firm policy. In addition, our policies restrict certain non-audit services that may be provided by BPW and require audit clients to accept certain responsibilities in connection with the provision of permitted non-attest services.

The Audit Planning Process

Our audit approach places a strong emphasis on obtaining an understanding of how the District functions. This enables us to identify key audit components and tailor our procedures to the unique aspects of the District. The development of a specific audit plan will begin by meeting with you and with management to obtain an understanding of the District's objectives, strategies, risks and performance.

As part of obtaining an understanding of the District and its environment, we will obtain an understanding of internal control. We will use this understanding to identify risks of material misstatement, which will provide us with a basis for designing and implementing responses to the assessed risks of material misstatement. We will also obtain an understanding of the users of the financial statements in order to establish an overall materiality level for audit purposes. We will conduct formal discussions among engagement team members to consider how and where your financial statements might be susceptible to material misstatement due to fraud or error.

The Concept of Materiality in Planning and Executing the Audit

We apply the concept of materiality in both planning and performing the audit; evaluating the effect of identified misstatements on the audit and the effect of uncorrected misstatements, if any, on the financial statements; and forming the opinion in our report. Our determination of materiality is a matter of professional judgment and is affected by our perception of the financial information needs of users of the financial statements. We establish performance materiality at an amount less than materiality for the financial statements as a whole to allow for the risk of misstatements that may not be detected by the audit. We use performance materiality for purposes of assessing the risks of material misstatement and determining the nature, timing and extent of further audit procedures. Our assessment of materiality throughout the audit will be based on both quantitative and qualitative considerations. Because of the interaction of quantitative and qualitative considerations, misstatements of a relatively small amount could have a material effect on the current financial statements as well as financial statements of future periods. We will accumulate misstatements identified during the audit, other than those that are clearly trivial. At the end of the audit, we will inform you of all individual uncorrected misstatements aggregated by us in connection with our evaluation of our audit test results.

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Significant Risks of Material Misstatement

Our audit of the financial statements includes the performance of risk assessment procedures in order to identify risks of material misstatement, whether due to fraud or error. As part of these risk assessment procedures, we determine whether any risks identified are a significant risk. A significant risk is an identified risk of material misstatement for which the assessment of inherent risk is close to the upper end of the spectrum of inherent risk due to the degree to which inherent risk factors affect the combination of the likelihood of a misstatement occurring and the magnitude of the potential misstatement should that misstatement occur, or that is to be treated as a significant risk in accordance with generally accepted auditing standards in the United States of America. As part of our initial risk assessment procedures, we identified the following risks as significant risk. Additional significant risks may be identified as we perform additional audit procedures.

Risk Name	Risk Description	Planned Response
Management Override of Controls	Management override of controls is a presumed risk due to management's ability to manipulate accounting records by overriding controls.	BPW will gain an understanding of the journal entry process and evaluate and perform testing of journal entries which are susceptible to risk of management override. BPW will also review minutes to the board meetings documenting its review and approval of disbursements. Any transactions which appear to be out of the normal course of operations will be evaluated for proper treatment.
Fraudulent Revenue Recognition	Fraudulent revenue recognition is a presumed risk due to potential fraudulent financial reporting relative to fictitious revenue and improper revenue recognition schemes.	BPW will perform substantive analytical procedures over revenue. BPW will review billing schedule to evaluate timing of revenue recognition. Journal entry testing will be performed for revenue related adjustments based on evaluation of risk. Substantive testing of investment income will be performed, including confirmation with third parties.
Segregation of Duties	Due to limited staff size at the District, certain duties related to cash receipts, cash disbursements, and payroll cannot be adequately segregated. The District has implemented various controls in response to these risks.	Walkthroughs of related control and substantive testing over impacted areas will be performed.
Expense Reimbursements and Credit Cards	Expense reimbursements and credit card usage are areas with generally higher fraud risk.	We will perform testing over a sample of reimbursements and credit card statements to verify that they are being properly approved and will review for charges which appear to be out of the normal course of business.

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Risk Name	Risk Description	Planned Response
Debt Covenants	Bond issuances may provide	BPW will review District prepared schedules for all debt balances and perform recalculations of debt covenants to ensure the District is within the parameters of the Bond agreements.

Our Approach to Internal Control Relevant to the Audit

Our audit of the financial statements will include obtaining an understanding of internal control sufficient to plan the audit and determine the nature, timing and extent of audit procedures to be performed. A financial statement audit is not designed to provide assurance on internal control or identify significant deficiencies or material weaknesses. Our review and understanding of the District's internal control is not undertaken for the purpose of expressing an opinion on the effectiveness of internal control.

Timing of the Audit

Fieldwork will take place in October and November 2023. Management's adherence to its closing schedule and timely completion of information used by us in performance of the audit is essential to timely completion of the audit.

Closing

We will be pleased to respond to any questions you have about the foregoing. We appreciate the opportunity to continue to be of service to Carpinteria Valley Water District.

This communication is intended solely for the information and use of the Board of Directors and is not intended to be, and should not be, used by anyone other than this specified party.

Very truly yours,

Bartlett, Pringle & Wolf, LLP
BARTLETT, PRINGLE & WOLF, LLP
Certified Public Accountants and Consultants

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CARPINTERIA VALLEY
WATER DISTRICT
June 30, 2023 and 2022
FINANCIAL STATEMENTS



PACKET PAGE 20 OF 296 Item VII. A.



CARPINTERIA VALLEY WATER DISTRICT

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors Carpinteria Valley Water District:

Opinion

We have audited the accompanying basic financial statements of the Carpinteria Valley Water District (the "District") as of and for the year ended June 30, 2023 and 2022, and the related notes to the financial statements, which collectively comprise the Carpinteria Valley Water District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the financial position of the District as of June 30, 2023 and 2022, and the changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and 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.

In preparing the financial statements, management is required to evaluate 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 twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives 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

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assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. 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. Misstatements 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.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- 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. Accordingly, no such opinion is expressed.
- 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.
- Conclude whether, in our judgment, 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.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis on pages 4 through 14, the California Public Employees' Retirement System Schedule of Carpinteria Valley Water District's Proportionate Share of the Net Pension Liability on page 52, the California Public Employees' Retirement System Schedule of Carpinteria Valley Water District's Contributions on page 53, and the Other Post-Employment Benefits (OPEB) Plan Schedule of Changes in the Net OPEB Liability and Related Ratios on page 54, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of

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America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Santa Barbara, California December 13, 2023

CARPINTERIA VALLEY WATER DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS



Management's discussion and analysis of the District's financial performance provides an overview of the District's financial activities for the years ended June 30, 2023 and 2022. Please read it in conjunction with the District's financial statements, which follow this section.

FINANCIAL STATEMENTS

This discussion and analysis provides an introduction and a brief description of the District's financial statements, including the relationship of the statements to each other and the significant differences in the information they provide. The District's financial statements include four components:

- Statement of Net Position
- Statement of Revenues, Expenses and Changes in Net Position
- Statement of Cash Flows
- Notes to the Financial Statements

The statement of net position includes all the District's assets and deferred outflows, and liabilities and deferred inflows, with the difference between the two reported as net position. Net position may be displayed in the categories:

- Net Investment in Capital Assets
- Restricted
- Unrestricted

The statement of net position provides the basis for computing rate of return, evaluating the capital structure of the District and assessing the liquidity and financial flexibility of the District.

The statement of revenues, expenses and changes in net position presents information which shows how the District's net position changed during the year. All of the current year's revenues and expenses are recorded when the underlying transaction occurs, regardless of the timing of the related cash flows. The statement of revenues, expenses and changes in net position measures the success of the District's operations over the past year and determines whether the District has recovered its costs through user fees and other charges.

The statement of cash flows provides information regarding the District's cash receipts and cash disbursements during the year. This statement reports cash activity in four categories:

- Operations
- Noncapital financing
- Capital and related financing
- Investing

This statement differs from the statement of revenues, expenses and changes in net position because the statement accounts only for transactions that result in cash receipts or cash disbursements.

The notes to the financial statements provide a description of the accounting policies used to prepare the financial statements and present material disclosures required by generally accepted accounting principles that are not otherwise present in the financial statements.

CARPINTERIA VALLEY WATER DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS



Item VII. A.

FINANCIAL HIGHLIGHTS

- For the year ending June 30, 2023, the assets and deferred outflows of resources of the District exceeded its liabilities and deferred inflows of resources by \$25,930,274. Of this amount, referred to as net position, 44% or \$11,478,069 is unrestricted and may be used for the District's operating expenses, ongoing obligations and future capital projects. The remaining net position is comprised of net investment in capital assets of \$12,809,237 or 50% and restricted net position of \$1,642,968 or 6%. At June 30, 2022, unrestricted net position was \$14,215,416 or 52%, net investment in capital assets was \$11,679,168 or 42%, and restricted net position was \$1,625,646 or 6%.
- For the year ending June 30, 2022, the assets and deferred outflows of resources of the District exceeded its liabilities and deferred inflows of resources by \$27,520,230. Of this amount, referred to as net position, 52% or \$14,215,416 is unrestricted and may be used for the District's operating expenses, ongoing obligations and future capital projects. The remaining net position is comprised of net investment in capital assets of \$11,679,168 or 42% and restricted net position of \$1,625,646 or 6%. At June 30, 2021, unrestricted net position was \$14,046,147 or 54%, net investment in capital assets was \$11,213,273 or 43%, and restricted net position was \$582,750 or 3%.

Adopted Financial Accounting Standards

During the years ended June 30, 2023 and 2022, no new accounting standards had a significant impact to the District.

FINANCIAL POSITION

The District's overall financial position continues to be strong and provides sufficient liquidity to support stable, ongoing operations. There are no restrictions, commitments or other limitations that would significantly affect the availability of fund resources for future use. Capital assets have continued to increase as new connections and investments continue to be made to upgrade and replace necessary infrastructure and facilities.





Condensed Statement of Net Position – Analysis:

	June 30, 2023	June 30, 2022	June 30, 2021	% Change FYE 2023 and 2022	% Change FYE 2022 and 2021
Assets: Current and other assets	¢ 22.205.252	\$ 26.267.469	¢ 24.971.901	110/	60/
	\$ 23,305,252	Ψ =0,=07,.09	\$ 24,871,801	-11%	6%
Capital assets, net of depreciation	43,719,441	44,227,844	45,580,088	-1%	-3%
Total assets	67,024,693	70,495,313	70,451,889	-5%	0%
Deferred outflows of resources:	2,299,753	2,271,559	3,358,470	1%	-32%
Liabilities:					
Current and other liabilities	5,950,444	5,408,746	5,386,576	10%	0%
Long-term liabilities	1,912,492	1,463,809	1,587,947	31%	-8%
Long-term debt	33,929,520	36,325,302	38,338,844	-7%	-5%
Total liabilities	41,792,456	43,197,857	45,313,367	-3%	-5%
Deferred inflows of resources:	1,601,716	2,048,785	2,654,822	-22%	-23%
Net position:					
Net investment in capital assets	12,809,237	11,679,168	11,213,273	10%	4%
Restricted net position	1,642,968	1,625,646	582,750	1%	179%
Unrestricted	11,478,069	14,215,416	14,046,147	-19%	1%
Total net position	\$ 25,930,274	\$ 27,520,230	\$ 25,842,170	-6%	6%

Analysis of Changes in Total Net Position from June 30, 2022 to June 30, 2023:

For the twelve months ended June 30, 2023, the District's total net position decreased by \$1,589,956 or 6% from the prior year. The amount of net position invested in capital assets, net of related debt, increased by \$1,130,069 or 10% primarily due to current year capital asset additions and capital-related debt repayment exceeding depreciation (Notes 4 and 5). Restricted net position increased \$17,322 or 1% primarily due to increases in bond principal payments and bond reserve funds (Note 5). Unrestricted net position, the amount which may be used to meet the District's ongoing obligations, including future capital investments, decreased by \$2,737,347 or 19%.

Capital Assets

At June 30, 2023, the District had \$43,719,441 invested in net capital assets, including construction in progress. This amount represents a decrease of \$508,403 or 1% over the prior year. See Note 4 for a summary of the capital assets by asset type.

• Capital expenditures in the fiscal year ended June 30, 2023, included maintenance and upgrades to the transmission, distribution and service infrastructure and the installation of cellular endpoints for smart water meters. Large infrastructure expenditures included sealing the joints on a reservoir and purchase of a vacuum trailer.

CARPINTERIA VALLEY WATER DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS



Condensed Statement of Net Position – *Analysis:* (Continued)

Long-Term Liabilities

At the end of the current fiscal year, the District had long term debt of \$33,929,520, which is a net decrease of \$2,395,782, or 7% over the fiscal year ended June 30, 2022, primarily due to debt service payments and debt retirement. See Note 5 for additional detailed information about the District's long-term debt.

- In the fiscal year ended June 30, 2023, principal payments on long term debt were \$1,357,500 (Note 5).
- In the fiscal year ended June 30, 2023, retirement payments on long term debt were \$676,314 (Note 5).

Analysis of Changes in Total Net Position from June 30, 2021 to June 30, 2022:

For the twelve months ended June 30, 2022, the District's total net position increased by \$1,678,060 or 6% from the prior year. The amount of net position invested in capital assets, net of related debt, increased by \$465,895 or 4% primarily due to current year capital asset additions and capital-related debt repayment exceeding depreciation (Notes 4 and 5). Restricted net position increased \$1,042,896 or 179% primarily due to increases in bond reserve funds (Note 5). Unrestricted net position, the amount which may be used to meet the District's ongoing obligations, including future capital investments, increased by \$169,269 or 1%.

Capital Assets

At June 30, 2022, the District had \$44,227,844 invested in net capital assets, including construction in progress. This amount represents a decrease of \$1,352,244 or 3% over the prior year. See Note 4 for a summary of the capital assets by asset type.

 Capital expenditures in the fiscal year ended June 30, 2022 included maintenance and upgrades to the transmission, distribution and service infrastructure, as well as software customizations. Large expenditures included creek crossing repair on a lateral transmission main and continuation of a valve exercise and replacement program.

Long-Term Liabilities

At the end of the current fiscal year, the District had long term debt of \$36,325,302 which is a net decrease of \$2,013,542, or 5% over the fiscal year ended June 30, 2021, primarily due to debt service payments. See Note 5 for additional detailed information about the District's long-term debt.

• In the fiscal year ended June 30, 2022, principal payments on long term debt were \$1,511,356 (Note 5).





Condensed Statement of Revenues, Expenses, and Changes in Net Position – Analysis:

	June 30, 2023	June 30, 2022	June 30, 2021	% Change FYE 2023 and 2022	% Change FYE 2022 and 2021
Operating revenues Operating expenses	\$ 14,334,196 15,201,969	\$ 15,612,800 12,791,992	\$ 15,433,377 12,999,686	-8% 19%	1% -2%
Operating income	(867,773)	2,820,808	2,433,691	-131%	16%
Interest and investment income (expense) Interest expense	301,703 (1,145,268)	(72,983) (1,199,471)	109,778 (1,267,270)	-513% -5%	-166% -5%
Net non-operating income (expense)	(843,565)	(1,272,454)	(1,157,492)	-34%	10%
Excess before capital contributions	(1,711,338)	1,548,354	1,276,199		
Capital contributions Change in net position	121,382 (1,589,956)	129,706 1,678,060	1,009,174 2,285,373	-6% -195%	-87% -27%
Net position, beginning of year	27,520,230	25,842,170	23,556,797	6%	10%
Net position, end of year	\$ 25,930,274	\$ 27,520,230	\$ 25,842,170	-6%	6%

As required by GASB Statement No. 34, capital contributions are presented as a component of Change in Net Position on the Statement of Revenues, Expenses and Changes in Net Position. Capital contributions consist of \$121,382 for the year ended June 30, 2023.



Condensed Statement of Revenues, Expenses, and Changes in Net Position – Analysis: (Continued)

OPERATING REVENUES

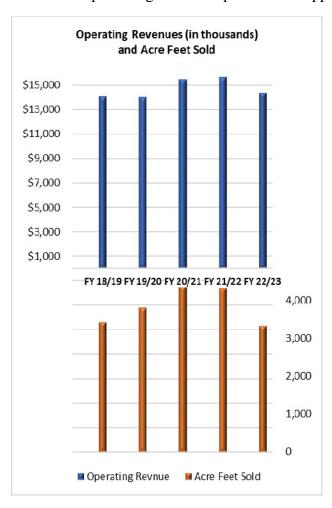
	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Water Sales and Service Charges Capital Recovery Fees	\$ 12,744,079 715,610	\$ 13,331,513 162,058	\$ 14,299,873 266,181	\$ 14,361,165 245,563	\$ 13,580,763 144,354
Fire Protection	304,357	350,605	356,377	502,614	261,218
Grant Revenue Other Operating Revenues	279,892	141,637	265,571 245,375	149,987 353,471	347,861
Total Operating Revenues	\$ 14,043,938	\$ 13,985,813	\$ 15,433,377	\$ 15,612,800	\$ 14,334,196

Definitions:

<u>Water Sales and Service Charges</u>: Water sales, based on the amount of water consumed, and service charges, based on meter location and size, type of service account and historical water consumption.

<u>Capital Recover Fees</u>: One-time fees paid to connect to the water distribution infrastructure.

Fire Protection: Revenue associated with providing service to private fire suppression systems.



CARPINTERIA VALLEY WATER DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS



Condensed Statement of Revenues, Expenses, and Changes in Net Position – Analysis: (Continued)

Operating Revenues (Continued)

Analysis of Changes in Operating Revenues from June 30, 2022 to June 30, 2023:

Water sales and service charge revenue decreased \$780,402 or 5% in fiscal year ended June 30, 2023, primarily due to a decrease in water sales of 995 acre feet, or 23%, due to an exceptionally wet winter in FY23 that was preceded by a dry winter in FY22. Fire protection revenue decreased \$241,396 or 48% primarily due to a rate decrease for fire service accounts. Grant revenues decreased \$149,987 due to transfer of Proposition 68 grant funding responsibility to the Carpinteria Groundwater Sustainability Agency, a related party. Total operating revenues decreased \$1,278,604 or 8%.

Analysis of Changes in Operating Revenues from June 30, 2021 to June 30, 2022:

Water sales and service charge revenue increased \$61,292 or 0.4% in fiscal year ended June 30, 2022, primarily due to changes in water rates and charges structure while water sales decreased by 54 acre feet or 1%. Grant revenues decreased by \$115,584 or 44% due to variability in Groundwater Sustainability Plan grant reimbursement applications to the State of California Department of Water Resources. Fire protection revenue increased \$146,237 or 41% primarily due to an increase in the number of fire service installation projects. Other operating revenues increased \$108,096 or 44% primarily due to increased Carpinteria Groundwater Sustainability Agency personnel cost allocations and to changes in joint powers authority unexpended funds reimbursements. Total operating revenues increased \$179,423 or 1%.

Operating Expenses

Definitions:

<u>Cost of Purchased Water</u>: Water purchased from the Cachuma Project and other water agencies, as well as Central Coast Water Authority (CCWA) and Department of Water Resources (DWR) variable costs.

<u>CCWA Source of Supply</u>: CCWA bond principal & interest, CCWA operating expenses and DWR fixed costs.

<u>Cachuma Operating Expense</u>: Cachuma Operations and Maintenance Board (COMB) operating expenses, special projects, storm damage, barge operation and safety of dam (SOD) expenses.

<u>Pumping Expense</u>: Maintenance of wells and pumping equipment as well as power and telephone for pumping.

<u>Water Treatment</u>: Cater Treatment Plant, chlorination, AB3030 groundwater management plan updates, and water quality and water testing expenses.

<u>Transmission & Distribution</u>: Maintenance of mains, hydrants and meters, engineering expenses, vehicle maintenance, cross connection expenses and other miscellaneous expenses.

Customer Accounting and Service: Meter reading and customer service orders, and uncollectible accounts.

<u>General & Administrative</u>: Salaries and benefits, legal expenses, administration, utilities, water conservation, Cachuma Conservation Release Board cost share, auditor fees and public information.



Condensed Statement of Revenues, Expenses, and Changes in Net Position – *Analysis:* (Continued) Operating Expenses (Continued)

Definitions: (Continued)

<u>Depreciation and Amortization</u>: Depreciation and amortization of District capital and intangible assets.

Overhead charged to Customers: Overhead on work orders.

OPERATING EXPENSES

	FY 18/19	 FY 19/20	FY 20/21	FY 21/22	FY 22/23
Cost of Purchased Water	\$ 1,163,838	\$ 510,007	\$ 476,019	\$ 1,652,546	\$ 1,289,852
CCWA Source of Supply	3,253,634	3,763,641	3,274,307	3,508,596	2,515,340
Cachuma Operating Expense	825,505	612,055	545,223	636,844	779,013
Pumping Expense	386,990	277,827	258,011	516,181	489,095
Water Treatment	1,227,394	1,317,448	1,586,907	1,224,578	1,495,057
Transmission and Distribution	1,236,637	1,227,081	1,193,288	1,646,239	1,404,098
Customer Accounting and Service	56,131	64,980	39,903	43,171	41,821
General and Administrative	2,069,671	2,344,577	2,417,251	2,584,875	2,819,594
Employee retirement - CalPERS	505,685	561,893	757,245	(1,433,219)	1,916,495
Depreciation and Amortization	2,422,099	2,481,806	2,519,695	2,470,162	2,502,830
Overhead Charged to Customers	 (46,291)	 (37,805)	(68,163)	(57,981)	(51,226)
Total Operating Expenses	\$ 13,101,293	\$ 13,123,510	\$ 12,999,686	\$ 12,791,992	\$ 15,201,969



Analysis of Changes in Operating Expenses from June 30, 2022 to June 30, 2023:

• Overall operating expenses increased by \$2,409,977 or 19%.

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CARPINTERIA VALLEY WATER DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS



Condensed Statement of Revenues, Expenses, and Changes in Net Position – Analysis: (Continued)

Analysis of Changes in Operating Expenses from June 30, 2022 to June 30, 2023: (Continued)

- Cost of purchased water decreased by \$362,694 or 22% primarily due to a decrease in water purchases arising from a wet winter in FY23 that was preceded by a dry winter in FY22.
- CCWA source of supply expenses decreased by \$993,256 or 28% primarily due to the FY23 payoff of State Water pipeline connection debt.
- Water Treatment costs increased by \$270,479 or 22% primarily due to an increase in Cater Treatment Plant cost per AF over the prior year.
- Transmission and Distribution decreased by \$286,027 or 17% primarily due to a decrease in groundwater professional services.
- General and Administrative increased \$278,605 or 11% primarily due to an increase in customer billing expenses and a 3% cost of living increase.
- Employees Retirement CalPERS increased \$3,349,714 or 234% primarily due to a GASB 68 adjustments to net pension liability.

Analysis of Changes in Operating Expenses from June 30, 2021 to June 30, 2022:

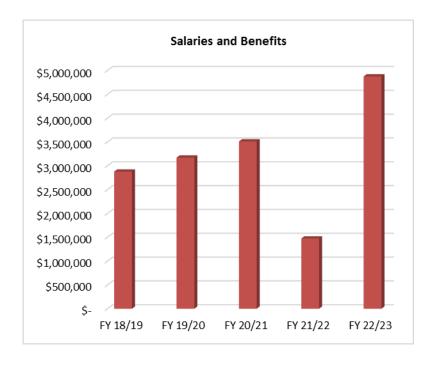
- Overall operating expenses decreased by \$207,694 or 2%.
- Cost of purchased water increased by \$1,176,527 or 247% due to a 1,000 AF supplemental water purchase in the amount of \$1,000,000.
- Water Treatment costs decreased \$362,329 or 23% primarily due to an increase in groundwater processed of 1,583 acre feet or 400%.
- Employee Retirement CalPERS decreased \$2,190,464 or 289% primarily due to a GASB 68 adjustment related to an April 2020 paydown of net pension liability and related valuation estimates.



Condensed Statement of Revenues, Expenses, and Changes in Net Position – Analysis: (Continued)

SALARIES AND BENEFITS

	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 22/23
Salaries	\$ 1,742,181	\$ 1,846,959	\$ 1,792,275	\$ 2,072,955	\$ 2,223,795
Social Security	132,540	143,743	138,008	148,782	160,552
Employee Retirement - CalPERS	505,685	561,893	757,245	(1,433,219)	1,916,495
Employee Group Insurance	377,233	478,991	633,027	481,783	398,728
Deferred Compensation	34,558	36,170	34,162	33,794	34,899
Other Benefits	85,127	103,493	156,505	170,013	140,949
Total	\$ 2,877,324	\$ 3,171,249	\$ 3,511,222	\$ 1,474,108	\$ 4,875,418



Analysis of Changes in Salaries and Benefits from June 30, 2022 to June 30, 2023:

Salaries and benefits expenses increased \$3,401,310 or 231% primarily due to a GASB 68 adjustment to net pension liability.

Analysis of Changes in Salaries and Benefits from June 30, 2021 to June 30, 2022:

Salaries and benefits expenses decreased \$2,037,114 or 58% primarily due to a GASB 68 adjustment related to an April 2020 paydown of net pension liability as well as a GASB 75 related adjustment, partially offset by filling vacant positions and a 3% cost of living adjustment.

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CARPINTERIA VALLEY WATER DISTRICT MANAGEMENT'S DISCUSSION AND ANALYSIS



Condensed Statement of Revenues, Expenses, and Changes in Net Position – Analysis: (Continued)

Non-Operating Income and Expenses

Analysis of Changes in Non-Operating Income (Expenses) from June 30, 2022 to June 30, 2023:

Non-operating interest and investment income increased \$374,686 primarily due to improved portfolio performance over FY22. Interest expense decreased \$54,203 primarily due to amortized pay down of long-term debt.

Capital contributions of \$121,382 consisted entirely of customer funded extensions to water service line installations, water service upgrades and fire hydrant installations.

Analysis of Changes in Non-Operating Income (Expenses) from June 30, 2021 to June 30, 2022:

Non-operating income/(expenses) of \$(1,272,454) consisted primarily of interest expense of \$1,199,471 and a decrease in temporary investments market value of \$150,899, partially offset by interest revenue of \$77,916.

Capital contributions of \$129,706 consisted entirely of customer funded extensions to water service line installations, water service upgrades and fire hydrant installations.



CARPINTERIA VALLEY WATER DISTRICT STATEMENT OF NET POSITION

June 30, 2023 and 2022

	2023	2022
ASSETS:		
Current Assets:		
Cash and cash equivalents (Note 2)	\$ 13,888,178	\$ 14,260,863
Restricted cash and investments (Note 2 and 3)	2,710,070	3,392,748
Accounts receivable:		
Water sales	1,558,918	1,755,141
Related party	542,257	376,664
Other	85,555	421,041
Inventories:		
Materials and meters	526,727	318,456
Water in storage	143,386	254,285
Prepaid expenses	2,887,158	2,692,379
Deposits with CCWA	963,003	963,003
Total current assets	23,305,252	24,434,580
Capital Assets:		
Property and equipment	71,201,729	70,322,881
Less: accumulated depreciation	(34,344,754)	(32,424,191)
Construction in progress	3,661,817	2,636,151
Right of use assets, net of amortization	133,750	227,691
Capacity rights, net of amortization	3,020,207	3,405,484
Intangible assets, net of amortization	46,692	59,828
Net capital assets (Note 4)	43,719,441	44,227,844
Other Assets:		
Net pension asset (Note 6)		1,832,889
Total non-current assets	43,719,441	46,060,733
Total assets	67,024,693	70,495,313
DEFERRED OUTFLOWS OF RESOURCES:		
Deferred pensions (Note 6)	2,043,461	1,926,362
Deferred other post-employment benefit (OPEB) (Note 7)	_,0 15,101	55,423
Deferred loss on refunding	256,292	289,774
Total deferred outflows of resources	2,299,753	2,271,559
T-4-1 4 1 1 - 6 1 4 0 6		
Total assets and deferred outflows of resources	\$ 69,324,446	\$ 72,766,872

See accompanying notes - 15 -



CARPINTERIA VALLEY WATER DISTRICT STATEMENT OF NET POSITION

June 30, 2023 and 2022

	2023	2022
LIABILITIES:		
Current Liabilities:		
Accounts payable	\$ 1,860,464	\$ 1,099,340
Customer deposits	243,159	246,234
Retainage payable	149,025	121,569
Interest payable	669,504	688,510
Advances for construction	1,104,235	1,244,658
Current portion of capital lease (Note 5)	76,117	94,155
Current portion of long-term debt (Note 5)	1,847,940	1,914,280
Total current liabilities	5,950,444	5,408,746
Long-Term Liabilities:		
Compensated absences payable	585,495	542,730
Capital leases	42,073	117,907
Siemens Master Lease purchase agreement	4,281,294	4,694,987
Revenue Bonds 2016A	5,435,199	6,015,221
Revenue Bonds 2020A	19,021,307	19,662,666
Revenue Bonds 2020B	3,425,000	3,525,000
Revenue Bonds 2020C	1,724,647	1,742,534
Cater Treatment Plant Expansion Project financing agreement	-	566,987
Net pension liability (Note 6)	594,250	-
Net OPEB liability (Note 7)	732,747	921,079
Total long-term liabilities (Note 5)	35,842,012	37,789,111
DEFERRED INFLOWS OF RESOURCES:		
Deferred pensions (Note 6)	1,300,464	1,923,916
Deferred other post-employment benefit (OPEB) (Note 7)	176,383	-
Deferred other	124,869	124,869
Total deferred inflows of resources	1,601,716	2,048,785
Total liabilities and deferred inflows of resources	43,394,172	45,246,642
NET POSITION:		
Net investment in capital assets	12,809,237	11,679,168
Restricted for debt service	1,642,968	1,625,646
Unrestricted	11,478,069	14,215,416
Total net position	\$ 25,930,274	\$ 27,520,230

See accompanying notes - 16 -

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CARPINTERIA VALLEY WATER DISTRICT STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION For the Years Ended June 30, 2023 and 2022

	2023	2022
Operating Revenues:		
Water sales	\$ 13,580,763	\$ 14,361,165
Capital recovery fees	144,354	245,563
Fire protection	261,218	502,614
Grant revenue	-	149,987
Other revenue	347,861	353,471
Total operating revenues	14,334,196	15,612,800
Operating Expenses:		
CCWA source of supply	2,515,340	3,508,596
Cost of purchased water	1,289,852	1,652,546
Cachuma operating expense	779,013	636,844
Pumping expense	489,095	516,181
Water treatment	1,495,057	1,224,578
Transmission and distribution	1,404,098	1,646,239
Customer accounting and service	41,821	43,171
General and administrative	2,819,594	2,584,875
Employee retirement - CalPERS	1,916,495	(1,433,219)
Amortization	558,236	554,737
Depreciation	1,944,594	1,915,425
Overhead charged to customers	(51,226)	(57,981)
Total operating expenses	15,201,969	12,791,992
Operating income	(867,773)	2,820,808
Non-operating Income (Expenses):		
Investment income (loss)	301,703	(72,983)
Interest expense	(1,145,268)	(1,199,471)
Net non-operating expenses	(843,565)	(1,272,454)
Income before contributions	(1,711,338)	1,548,354
Capital contributions	121,382	129,706
Change in net position	(1,589,956)	1,678,060
Net position, beginning of year	27,520,230	25,842,170
Net position, end of year	\$ 25,930,274	\$ 27,520,230



CARPINTERIA VALLEY WATER DISTRICT STATEMENT OF CASH FLOWS

For the Years Ended June 30, 2023 and 2022

		2023		2022
Cash Flows from Operating Activities:				
Cash received from customers	\$	14,533,818	\$	16,254,277
Payments to suppliers for goods and services		(7,362,972)		(7,083,128)
Payments for employee services and benefits	_	(3,078,192)		(3,614,674)
Net cash and cash equivalents provided by				
operating activities		4,092,654		5,556,475
Cash Flows from Capital and Related Financing Activities:				
Repayments of long-term debt		(2,127,687)		(1,603,352)
Interest payments		(2,127,007) $(1,475,059)$		(1,503,332) $(1,539,043)$
Capital assets purchased		(1,807,163)		(888,576)
Investment in water facilities		(65,882)		(99,636)
Net cash and cash equivalents used by capital		(03,002)		(55,030)
and related financing activities		(5,475,791)		(4,130,607)
Cash Flows from Investing Activities:				
Interest income received		349,860		51,845
Fair value adjustment on cash equivalents		(22,086)		(150,899)
Net cash and cash equivalents provided (used) by		(22,000)		(130,077)
investing activities		327,774		(99,054)
my esting well times		327,777		(33,001)
Increase (decrease) in cash and cash equivalents		(1,055,363)		1,326,814
Cash and cash equivalents, beginning of year		17,653,611		16,326,797
Cash and cash equivalents, beginning of year		17,033,011		10,320,777
Cash and cash equivalents, end of year	\$	16,598,248	\$	17,653,611
Reconciliation of cash and cash equivalents to Statement of Net F	ositi	on:		
Unrestricted cash and cash equivalents	\$	13,888,178	\$	14,260,863
Restricted cash and investments - current		2,710,070		3,392,748
	•	16 509 249	•	17 652 611
	D	16,598,248	D	17,653,611

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CARPINTERIA VALLEY WATER DISTRICT STATEMENT OF CASH FLOWS

For the Years Ended June 30, 2023 and 2022

		2023	2022
Cash Flows from Operating Activities:			
Operating income	\$	(867,773)	\$ 2,820,808
Adjustments to reconcile operating income to net			
cash provided by operating activities:			
Depreciation		1,944,594	1,915,425
Amortization		558,236	554,737
(Increase) decrease in:			
Accounts receivable		340,045	149,458
Inventories		(97,372)	(297,436)
Prepaid expenses		(194,779)	1,937,881
Deposit with CCWA		_	203
Deferred outflows of resources		(61,676)	1,053,429
Increase (decrease) in:			
Accounts payable		224,890	(479,482)
Customer deposits		560,615	(48,418)
Compensated absences payable		34,559	78,114
Net OPEB asset/liability		(188,332)	(71,733)
Deferred inflows of resources		(447,069)	(606,037)
Net pension liability		2,427,139	(1,942,290)
Advances for construction		(140,423)	491,816
Net cash and cash equivalents provided by			
operating activities	\$	4,092,654	\$ 5,556,475
Supplemental Disclosure of Noncash Investing and Financing Ac	tivitie	<i>2S</i> :	
Capital Contributions	\$	121,382	\$ 129,706



Note 1 – Reporting Entity and Summary of Significant Accounting Policies

A) Reporting Entity

The Carpinteria Valley Water District (the "District") (formerly known as Carpinteria County Water District) was incorporated on February 13, 1941 under authority of the California County Water Districts Act. By contract dated April 17, 1953, the District entered into an agreement with the U.S. Bureau of Reclamation for the construction of a distribution system to serve approximately 96% of the District, thereby creating Improvement District #1. The District is governed by a Board of Directors consisting of five members elected from voters of the District.

B) Accounting Basis

The District reports its activities as an enterprise fund, which is used to account for operations where the intent of the District is that the costs of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges. Revenues and expenses are recognized on the accrual basis, as such, revenues are recognized in the accounting period in which they are earned and expenses are recognized in the period incurred.

An enterprise fund is accounted for on a cost of services or "capital maintenance" measurement focus. This means that all assets and liabilities (whether current or noncurrent) associated with the activity are included on the statement of net position.

The District distinguishes operating revenues and expenses from non-operating items. Operating revenues and expenses generally result from providing services and the producing and delivering of goods in connection with the District's principal ongoing operations. The principal operating revenues of the District are charges to customers for water sales. Operating expenses of the District include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as non-operating revenues and expenses.

C) Budgetary Procedures

The District prepares an annual budget which includes estimates of its principal sources of revenue to be received during the fiscal year, as well as estimated expenditures and reserves needed for operation of District facilities.

D) Cash and Cash Equivalents

For purposes of the statement of cash flows, the District considers all highly liquid investments (including restricted assets) with a maturity period, at purchase, of three months or less to be cash equivalents.

E) Restricted Assets

These assets consist of cash and other monetary assets restricted by outside parties for various purposes.



Item VII. A.

Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

F) Basis for Recording Accounts Receivable and Allowance for Doubtful Accounts

The District grants credit to its customers, substantially all of whom are residents and businesses in Carpinteria, California. The District charges doubtful accounts arising from water receivables to bad debt expense when it is probable that the accounts will be uncollectible.

G) <u>Inventories</u>

The District's inventories are recorded at cost on the first-in, first-out basis.

H) <u>Prepaid expenses</u>

Prepaid expenses consist primarily of State water debt service and operating expenses through the Central Coast Water Authority.

I) <u>Long Term Assets</u>

Property, plant and equipment and intangible assets are valued at cost. The capitalization threshold for all capital asset purchases is \$5,000. Donated property is valued at estimated acquisition value on the date donated. The assets, excluding land, are depreciated or amortized using the straight line method over estimated useful lives. Intangible assets consist of contract renegotiation costs and title transfers. The title transfers are being amortized over the life of the capital asset that was part of the transfer and the contract renegotiation costs are being amortized over the life of the contract.

Estimated useful lives are:

Buildings	30 years
Improvements other than buildings	25 years
Furnishings, machinery and equipment	5 years
Transmission and distribution infrastructure	30 years
Wells and water treatment infrastructure	30 years
Water storage infrastructure	30 years
Water delivery infrastructure	25 years
Intangible assets	25-30 years

J) Compensated Absences

The District's personnel policies provide for accumulation of vacation and sick leave. Liabilities for vacation and sick leave are recorded when benefits are earned. Cash payment of unused vacation and sick leave is available to those qualified employees when retired or terminated.



Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

K) Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of Carpinteria Valley Water District's California Public Employees' Retirement System (CalPERS) plans (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

L) Other Post-Employment Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows/inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the District's OPEB Plan (OPEB Plan) and additions to/deductions from the OPEB Plans' fiduciary net position have been determined on the accrual basis of accounting. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest-earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

M) Net Position

Net position represents the difference between assets and deferred outflows, and liabilities and deferred inflows, and is classified into three components as follows:

Net investment in capital assets, consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of any borrowings used for the acquisition, construction or improvement of those assets. Net investment in capital assets excludes unspent debt proceeds.

Restricted net position exists when there are limitations imposed on its use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors or laws or regulations of other governments.

Unrestricted net position consists of net position that does not meet the definition of "restricted" or "net investment in capital assets."

It is the District's policy to first apply restricted resources when expenses are incurred for purposes for which both restricted and unrestricted resources are available.

N) Concentration of Credit Risk

The District grants credit to its customers, substantially all of whom are residents and businesses of the Carpinteria Valley.



Note 1 – Reporting Entity and Summary of Significant Accounting Policies (Continued)

Construction Advances O)

Construction advances represent deposits received in advance of construction, which are refundable if the applicable construction does not take place. Construction advances are transferred to contributed capital when the applicable construction is completed.

P) Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Future GASB Accounting Pronouncements Q)

Statement No. 100 "Accounting Changes and Error Statement No. 62"

The requirements of this statement are Corrections - an amendment of GASB effective for periods beginning after June 15, 2023. (FY 23/24)

Statement No. 101 "Compensated Absences"

The requirements of this statement are effective for periods beginning after December 15, 2023. (FY 24/25)

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Note 2 – Cash and Investments

As of June 30, 2023 and 2022, the District had the following cash and investments on hand:

	 2023	 2022
Cash in banks and on hand	\$ 2,397,062	\$ 2,381,334
Cash with fiscal agent	2,709,480	3,392,158
Local Agency Investment Fund	11,491,706	11,880,119
Total cash and investments	\$ 16,598,248	\$ 17,653,611

Investments Authorized by the California Code and the District's Investment Policy

The District's investment policy only authorizes investment in the local government investment pool administered by the State of California (LAIF). The District's investment policy generally limits deposits to the previous Federal Deposit Insurance Corporation (FDIC) determined limit of \$250,000. This limitation does not apply to LAIF or amounts held with fiscal agents. The District's investment policy does not contain any specific provisions intended to limit the District's exposure to interest rate risk or credit risk. Investments in LAIF are not rated by a national rating agency.

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the District manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations. Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuations is provided by the following table that shows the distribution of the District's investments by maturity as of June 30, 2023 and 2022.

2023	Carrying	12 Months	13-24	25-60	More than
<u>Investment Type</u>	Amount	or Less	Months	Months	60 Months
Cash with fiscal agent	\$ 2,709,480	\$ 2,709,480	\$ -	\$ -	\$ -
Local Agency Investment Fund	11,491,706	11,491,706	_	-	-
Total	\$ 14,201,186	\$14,201,186	\$ -	\$ -	\$ -
2022	Carrying	12 Months	13-24	25-60	More than
Investment Type	Amount	or Less	Months	Months	60 Months
Cash with fiscal agent	\$ 3,392,158	\$ 3,392,158	\$ -	\$ -	\$ -
Local Agency Investment Fund	11,880,119	11,880,119		_	
Total	\$ 15,272,277	\$ 15,272,277	\$ -	\$ -	\$ -



Note 2 – Cash and Investments (Continued)

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by the California Government Code and the District's investment policy, and the actual rating as of June 30, 2023 and 2022 for each investment type.

2023	Carrying	Minimum Legal	Exempt From	Rating a	as of Fiscal Y	ear End	
	Amount	Rating	Disclosure	AAA	Aa	Not Rated	
Cash with fiscal agent Local Agency Investment Fund	\$ 2,709,480 11,491,706	N/A N/A	\$ - 11,491,706	\$ 2,709,480	\$ -	\$ -	
Total	\$ 14,201,186		\$ 11,491,706	\$ 2,709,480	\$ -	\$ -	
2022	Carrying	Minimum Legal	Exempt From	Rating a	ns of Fiscal Y	ear End	
	Amount	Rating	Disclosure	AAA	Aa	Not Rated	
Cash with fiscal agent Local Agency Investment Fund	\$ 3,392,158 11,880,119	N/A N/A	\$ - 11,880,119	\$ 3,392,158	\$ -	\$ -	

Concentration of Credit Risk

The investment policy of the District contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. There are no investments in any one issuer that represent 5% or more of total District investments (other than investments guaranteed by the U.S. Government or investments in external investment pools).

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provisions for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure the District's deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.



Note 2 – <u>Cash and Investments</u> (Continued)

Custodial Credit Risk (Continued)

None of the District's deposits with financial institutions in excess of federal depository insurance limits were held in uncollateralized accounts.

The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools (such as LAIF).

Fair Value Measurements

The District is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the California Government Code under the oversight of the Treasurer of the State of California. The fair value of the District's investment in this pool is reported in the accompanying basic financial statements at the amounts based upon the District's pro-rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. The District has no investments that are measured at fair value as of June 30, 2023 and 2022.

Note 3 - Restricted Cash and Investments

Restricted cash and investments consisted of the following at June 30, 2023 and 2022:

	2023	2022		
Restricted for capital improvements Restricted for debt service payments	\$ 590 2,709,480	\$ 590 3,392,158		
Total restricted assets	\$ 2,710,070	\$ 3,392,748		
Restricted cash and investments - current Restricted cash and investments - non current	\$ 2,710,070	\$ 3,392,748		
	\$ 2,710,070	\$ 3,392,748		



Note 4 – <u>Capital Assets</u>

Schedules of changes in capital assets, as well as depreciation and amortization for the fiscal year ended June 30, 2023 are shown below:

	Balance June 30, 2022	Additions	Deletions Transfers		Balance June 30, 2023
Capital assets, non-depreciable:					
Land and land rights	\$ 1,034,008	\$ -	\$ -	\$ -	\$ 1,034,008
Construction in progress	2,636,151	1,807,165		(781,499)	3,661,817
Total capital assets, non-depreciable	3,670,159	1,807,165		(781,499)	4,695,825
Capital assets, depreciable/amortizable:					
Buildings	1,954,967	-	-	235,495	2,190,462
Improvements other than buildings	483,140	-	-	-	483,140
Furnishings, machinery and equipment	2,227,438	-	(24,031)	86,580	2,289,987
Transmission and distribution infrastructure	10,727,850	83,404	-	62,964	10,874,218
Wells and water treatment infrastructure	13,502,953	-	-	118,110	13,621,063
Water storage infrastructure	29,744,681	-	-	112,622	29,857,303
Water delivery infrastructure	10,647,844	37,976	-	165,728	10,851,548
Capacity rights	13,712,862	65,882	-	_	13,778,744
Capital leases	509,274	-	-	-	509,274
Intangible assets	349,200	_	-	_	349,200
Total capital assets, depreciable/amortizable	83,860,209	187,262	(24,031)	781,499	84,804,939
Total capital assets	87,530,368	1,994,427	(24,031)		89,500,764
Capital assets, accumulated depreciation/amortiza	tion:				
Buildings	(1,059,395)	(113,924)	-	-	(1,173,319)
Improvements other than buildings	(310,394)	(15,347)	-	-	(325,741)
Furnishings, machinery and equipment	(1,822,005)	(109,744)	24,031	-	(1,907,718)
Transmission and distribution infrastructure	(5,818,359)	(219,248)	-	-	(6,037,607)
Wells and water treatment infrastructure	(6,586,235)	(372,119)	-	-	(6,958,354)
Water storage infrastructure	(12,661,519)	(817,653)	-	-	(13,479,172)
Water delivery infrastructure	(4,166,284)	(296,559)	-	-	(4,462,843)
Capacity rights	(10,307,378)	(451,159)	-	-	(10,758,537)
Capital leases	(281,583)	(93,941)	-	-	(375,524)
Intangible assets	(289,372)	(13,136)			(302,508)
Total accumulated depreciation/amortization:	(43,302,524)	(2,502,830)	24,031		(45,781,323)
Net capital assets	\$ 44,227,844	\$ (508,403)	\$ -	\$ -	\$ 43,719,441

Depreciation and amortization expense for the fiscal year ended June 30, 2023 was \$2,502,830.



Note 4 – <u>Capital Assets</u> (Continued)

Schedules of changes in capital assets, as well as depreciation and amortization for the fiscal year ended June 30, 2022, are shown below:

	Balance June 30, 2021	Additions	Deletions	Deletions Transfers	
Capital assets, non-depreciable:					
Land and land rights	\$ 1,034,008	\$ -	\$ -	\$ -	\$ 1,034,008
Construction in progress	2,396,628	887,033	(8,004)	(639,506)	2,636,151
Total capital assets, non-depreciable	3,430,636	887,033	(8,004)	(639,506)	3,670,159
Capital assets, depreciable/amortizable:					
Buildings	1,899,443	-	-	55,524	1,954,967
Improvements other than buildings	483,140	-	-	-	483,140
Furnishings, machinery and equipment	2,188,613	8,435	(97,612)	128,002	2,227,438
Transmission and distribution infrastructure	10,301,194	119,181	-	307,475	10,727,850
Wells and water treatment infrastructure	13,411,983	-	-	90,970	13,502,953
Water storage infrastructure	29,744,681	-	-	-	29,744,681
Water delivery infrastructure	10,578,672	11,637	11,637 - 57,53		10,647,844
Capacity rights	13,613,226	99,636	5		13,712,862
Capital leases	509,274	-	-		509,274
Intangible assets	349,200	-	_	-	349,200
Total capital assets, depreciable/amortizable	83,079,426	238,889	(97,612)	639,506	83,860,209
Total capital assets	86,510,062	1,125,922	(105,616)		87,530,368
Capital assets, accumulated depreciation/amortiza	ation:				
Buildings	(974,988)	(84,407)	-	-	(1,059,395)
Improvements other than buildings	(289,772)	(20,622)	-	-	(310,394)
Furnishings, machinery and equipment	(1,828,713)	(90,904)	97,612	-	(1,822,005)
Transmission and distribution infrastructure	(5,603,788)	(214,571)	-	-	(5,818,359)
Wells and water treatment infrastructure	(6,193,947)	(392,288)	-	-	(6,586,235)
Water storage infrastructure	(11,843,638)	(817,881)	-	-	(12,661,519)
Water delivery infrastructure	(3,871,532)	(294,752)	-	-	(4,166,284)
Capacity rights	(9,867,515)	(439,863)	-	-	(10,307,378)
Capital leases	(179,845)	(101,738)	-	-	(281,583)
Intangible assets	(276,236)	(13,136)			(289,372)
Total accumulated depreciation/amortization:	(40,929,974)	(2,470,162)	97,612		(43,302,524)
Net capital assets	\$ 45,580,088	\$ (1,344,240)	\$ (8,004)	\$ -	\$ 44,227,844

Depreciation and amortization expense for the fiscal year ended June 30, 2022 was \$2,470,162.



Note 5 – <u>Long-Term Debt</u>

Long-term debt of the District is as follows:

Series 2016A Refunding Revenue Bonds \$ 5,475,000 \$ - \$ (460,000) \$ 5,015,000 \$ 480,000 Unamortized bond premium Total Series 2016A Bonds 5,575,243 - (100,022) 1,000,221 100,022 Series 2020A Refunding Revenue Bonds 17,115,000 - (395,000) 16,720,000 415,000 Unamortized bond premium Olamortized bond premium 3,169,025 - (226,359) 2,942,666 226,359 Total Series 2020A Bonds 20,284,025 - (621,359) 19,662,666 641,359 Series 2020B Refunding Revenue Bonds 3,625,000 - (100,000) 3,525,000 100,000 Series 2020C Refunding Revenue Bonds 1,510,000 - 1,510,000 3,525,000 100,000 Series 2020C Refunding Revenue Bonds 1,760,421 - (17,887) 232,534 17,887 Total Series 2020C Bonds 1,760,421 - (17,887) 1,742,534 17,887 Cater Treatment Plant Financing Agreement 676,314 - (676,314) - - Siemens Master Lease Purchase Bonds		Balance June 30, 2022	Additions	Retirements/ Amortization	Balance June 30, 2023	Due Within One Year
Unamortized bond premium 1,100,243 - (100,022) 1,000,221 100,022 Total Series 2016A Bonds 6,575,243 - (560,022) 6,015,221 580,022 Series 2020A Refunding Revenue Bonds 17,115,000 - (395,000) 16,720,000 415,000 Unamortized bond premium 3,169,025 - (226,359) 2,942,666 226,359 Total Series 2020A Bonds 20,284,025 - (621,359) 19,662,666 641,359 Series 2020B Refunding Revenue 3,625,000 - (100,000) 3,525,000 100,000 Series 2020C Refunding Revenue Bonds 1,510,000 - 1,510,000 - 1,510,000 - 1,510,000 - 1,7887 Unamortized bond premium 250,421 - (17,887) 232,534 17,887 Total Series 2020C Bonds 1,760,421 - (17,887) 1,742,534 17,887 Cater Treatment Plant Financing Agreement 676,314 - (676,314) Siemens Master Lease Purchase Bonds 5,097,487 - (402,500) 4,694,987 413,693 Capital Leases 212,063 - (93,873) 118,190	_	Φ 5 455 000	ф	Φ (460 000)	ф т о1 т ооо	ф. 400.000
Total Series 2016A Bonds 6,575,243 - (560,022) 6,015,221 580,022 Series 2020A Refunding Revenue Bonds 17,115,000 - (395,000) 16,720,000 415,000 Unamortized bond premium 3,169,025 - (226,359) 2,942,666 226,359 Total Series 2020A Bonds 20,284,025 - (621,359) 19,662,666 641,359 Series 2020B Refunding Revenue 3,625,000 - (100,000) 3,525,000 100,000 Total Series 2020C Refunding Revenue 1,510,000 - 1,510,000 - 1,510,000 - 1,000 Bonds 1,510,000 - 1,510,000 - 2,232,534 17,887 Total Series 2020C Bonds 1,760,421 - (17,887) 232,534 17,887 Cater Treatment Plant Financing Agreement 676,314 - (676,314) - Siemens Master Lease Purchase Bonds 5,097,487 - (402,500) 4,694,987 413,693 Capital Leases 212,063 - (93,873) 118,190 76,117 Compensated Absences 645,915 208,886 (174,327) 680,474 94,979 <td></td> <td></td> <td>\$ -</td> <td>` ' /</td> <td></td> <td></td>			\$ -	` ' /		
Series 2020A Refunding Revenue 17,115,000 - (395,000) 16,720,000 415,000 Unamortized bond premium 3,169,025 - (226,359) 2,942,666 226,359 Total Series 2020A Bonds 20,284,025 - (621,359) 19,662,666 641,359 Series 2020B Refunding Revenue 3,625,000 - (100,000) 3,525,000 100,000 Total Series 2020C Refunding Revenue 3,625,000 - (100,000) 3,525,000 100,000 Series 2020C Refunding Revenue Bonds 1,510,000 1,510,000 - Unamortized bond premium 250,421 - (17,887) 232,534 17,887 Total Series 2020C Bonds 1,760,421 - (17,887) 1,742,534 17,887 Cater Treatment Plant Financing Agreement 676,314 - (676,314) - Siemens Master Lease Purchase Bonds 5,097,487 - (402,500) 4,694,987 413,693 Capital Leases 212,063 - (93,873) 118,190 76,117 Compensated Absences 645,915 208,886 (174,327) 680,474 94,979	•					
Bonds 17,115,000 - (395,000) 16,720,000 415,000 Unamortized bond premium 3,169,025 - (226,359) 2,942,666 226,359 Total Series 2020A Bonds 20,284,025 - (621,359) 19,662,666 641,359 Series 2020B Refunding Revenue 3,625,000 - (100,000) 3,525,000 100,000 Series 2020C Refunding Revenue 3,625,000 - (100,000) 3,525,000 100,000 Series 2020C Refunding Revenue 1,510,000 - - 1,510,000 - Unamortized bond premium 250,421 - (17,887) 232,534 17,887 Total Series 2020C Bonds 1,760,421 - (17,887) 1,742,534 17,887 Cater Treatment Plant Financing 676,314 - (676,314) - - - Siemens Master Lease Purchase Bonds 5,097,487 - (402,500) 4,694,987 413,693 Capital Leases 212,063 - (93,873) 118,190 76,117 <	Total Series 2016A Bonds	6,575,243		(560,022)	6,015,221	580,022
Unamortized bond premium 3,169,025 - (226,359) 2,942,666 226,359 Total Series 2020A Bonds 20,284,025 - (621,359) 19,662,666 641,359 Series 2020B Refunding Revenue 3,625,000 - (100,000) 3,525,000 100,000 Series 2020C Refunding Revenue Bonds 1,510,000 - - 1,510,000 - Unamortized bond premium 250,421 - (17,887) 232,534 17,887 Total Series 2020C Bonds 1,760,421 - (17,887) 1,742,534 17,887 Cater Treatment Plant Financing Agreement 676,314 - (676,314) - - Siemens Master Lease Purchase Bonds 5,097,487 - (402,500) 4,694,987 413,693 Capital Leases 212,063 - (93,873) 118,190 76,117 Compensated Absences 645,915 208,886 (174,327) 680,474 94,979 Net OPEB Liability 921,079 - (188,332) 732,747 - <td>Series 2020A Refunding Revenue</td> <td></td> <td></td> <td></td> <td></td> <td></td>	Series 2020A Refunding Revenue					
Total Series 2020A Bonds 20,284,025 - (621,359) 19,662,666 641,359 Series 2020B Refunding Revenue 3,625,000 - (100,000) 3,525,000 100,000 Total Series 2020B Bonds 3,625,000 - (100,000) 3,525,000 100,000 Series 2020C Refunding Revenue Bonds 1,510,000 - 1,510,000 - 1,510,000 - 1,7887 Unamortized bond premium 250,421 - (17,887) 232,534 17,887 Total Series 2020C Bonds 1,760,421 - (17,887) 1,742,534 17,887 Cater Treatment Plant Financing Agreement 676,314 - (676,314) - Siemens Master Lease Purchase Bonds 5,097,487 - (402,500) 4,694,987 413,693 Capital Leases 212,063 - (93,873) 118,190 76,117 Compensated Absences 645,915 208,886 (174,327) 680,474 94,979 Net Pension Liability (Asset) - 594,250 594,250 - Net OPEB Liability 921,079 - (188,332) 732,747 -	Bonds	17,115,000	-	(395,000)	16,720,000	415,000
Series 2020B Refunding Revenue 3,625,000 - (100,000) 3,525,000 100,000 Total Series 2020B Bonds 3,625,000 - (100,000) 3,525,000 100,000 Series 2020C Refunding Revenue Bonds 1,510,000 - - 1,510,000 - Unamortized bond premium 250,421 - (17,887) 232,534 17,887 Total Series 2020C Bonds 1,760,421 - (17,887) 1,742,534 17,887 Cater Treatment Plant Financing Agreement 676,314 - (676,314) - - - Siemens Master Lease Purchase Bonds 5,097,487 - (402,500) 4,694,987 413,693 Capital Leases 212,063 - (93,873) 118,190 76,117 Compensated Absences 645,915 208,886 (174,327) 680,474 94,979 Net OPEB Liability 921,079 - (188,332) 732,747 -	Unamortized bond premium	3,169,025		(226,359)	2,942,666	226,359
Total Series 2020B Bonds 3,625,000 - (100,000) 3,525,000 100,000 Series 2020C Refunding Revenue Bonds 1,510,000 - - 1,510,000 - Unamortized bond premium 250,421 - (17,887) 232,534 17,887 Total Series 2020C Bonds 1,760,421 - (17,887) 1,742,534 17,887 Cater Treatment Plant Financing Agreement 676,314 - (676,314) - - - Siemens Master Lease Purchase Bonds 5,097,487 - (402,500) 4,694,987 413,693 Capital Leases 212,063 - (93,873) 118,190 76,117 Compensated Absences 645,915 208,886 (174,327) 680,474 94,979 Net Pension Liability (Asset) - 594,250 - - Net OPEB Liability 921,079 - (188,332) 732,747 -	Total Series 2020A Bonds	20,284,025		(621,359)	19,662,666	641,359
Series 2020C Refunding Revenue Bonds 1,510,000 - - 1,510,000 - Unamortized bond premium 250,421 - (17,887) 232,534 17,887 Total Series 2020C Bonds 1,760,421 - (17,887) 1,742,534 17,887 Cater Treatment Plant Financing Agreement 676,314 - (676,314) - - Siemens Master Lease Purchase Bonds 5,097,487 - (402,500) 4,694,987 413,693 Capital Leases 212,063 - (93,873) 118,190 76,117 Compensated Absences 645,915 208,886 (174,327) 680,474 94,979 Net Pension Liability (Asset) - 594,250 - 594,250 - Net OPEB Liability 921,079 - (188,332) 732,747 -	Series 2020B Refunding Revenue	3,625,000	-	(100,000)	3,525,000	100,000
Bonds	Total Series 2020B Bonds	3,625,000	_	(100,000)	3,525,000	100,000
Bonds	Series 2020C Refunding Revenue					
Total Series 2020C Bonds 1,760,421 - (17,887) 1,742,534 17,887 Cater Treatment Plant Financing Agreement 676,314 - (676,314) - - Siemens Master Lease Purchase Bonds 5,097,487 - (402,500) 4,694,987 413,693 Capital Leases 212,063 - (93,873) 118,190 76,117 Compensated Absences 645,915 208,886 (174,327) 680,474 94,979 Net Pension Liability (Asset) - 594,250 - - Net OPEB Liability 921,079 - (188,332) 732,747 -		1,510,000	-	-	1,510,000	_
Cater Treatment Plant Financing Agreement 676,314 - (676,314) - Siemens Master Lease Purchase Bonds 5,097,487 - (402,500) 4,694,987 413,693 Capital Leases 212,063 - (93,873) 118,190 76,117 Compensated Absences 645,915 208,886 (174,327) 680,474 94,979 Net Pension Liability (Asset) - 594,250 594,250 - Net OPEB Liability 921,079 - (188,332) 732,747 -	Unamortized bond premium	250,421		(17,887)	232,534	17,887
Agreement 676,314 - (676,314) - - Siemens Master Lease Purchase Bonds 5,097,487 - (402,500) 4,694,987 413,693 Capital Leases 212,063 - (93,873) 118,190 76,117 Compensated Absences 645,915 208,886 (174,327) 680,474 94,979 Net Pension Liability (Asset) - 594,250 - - Net OPEB Liability 921,079 - (188,332) 732,747 -	Total Series 2020C Bonds	1,760,421		(17,887)	1,742,534	17,887
Agreement 676,314 - (676,314) - - Siemens Master Lease Purchase Bonds 5,097,487 - (402,500) 4,694,987 413,693 Capital Leases 212,063 - (93,873) 118,190 76,117 Compensated Absences 645,915 208,886 (174,327) 680,474 94,979 Net Pension Liability (Asset) - 594,250 - - Net OPEB Liability 921,079 - (188,332) 732,747 -	Cater Treatment Plant Financing					
Siemens Master Lease Purchase Bonds 5,097,487 - (402,500) 4,694,987 413,693 Capital Leases 212,063 - (93,873) 118,190 76,117 Compensated Absences 645,915 208,886 (174,327) 680,474 94,979 Net Pension Liability (Asset) - 594,250 - Net OPEB Liability 921,079 - (188,332) 732,747 -		676.314	_	(676.314)	_	_
Bonds 5,097,487 - (402,500) 4,694,987 413,693 Capital Leases 212,063 - (93,873) 118,190 76,117 Compensated Absences 645,915 208,886 (174,327) 680,474 94,979 Net Pension Liability (Asset) - 594,250 - Net OPEB Liability 921,079 - (188,332) 732,747 -		0,0,01.		(0,70,611)		
Capital Leases 212,063 - (93,873) 118,190 76,117 Compensated Absences 645,915 208,886 (174,327) 680,474 94,979 Net Pension Liability (Asset) - 594,250 - Net OPEB Liability 921,079 - (188,332) 732,747 -						
Compensated Absences 645,915 208,886 (174,327) 680,474 94,979 Net Pension Liability (Asset) - 594,250 - 594,250 - Net OPEB Liability 921,079 - (188,332) 732,747 -	Bonds	5,097,487		(402,500)	4,694,987	413,693
Net Pension Liability (Asset) - 594,250 - - Net OPEB Liability 921,079 - (188,332) 732,747 -	Capital Leases	212,063		(93,873)	118,190	76,117
Net OPEB Liability 921,079 - (188,332) 732,747 -	Compensated Absences	645,915	208,886	(174,327)	680,474	94,979
	Net Pension Liability (Asset)	-	594,250		594,250	
Long-term debt \$39,797,547 \$ 803,136 \$(2,834,614) \$37,766,069 \$ 1,924,057	Net OPEB Liability	921,079		(188,332)	732,747	
	Long-term debt	\$39,797,547	\$ 803,136	\$(2,834,614)	\$37,766,069	\$ 1,924,057



Note 5 – <u>Long-Term Debt</u> (Continued)

A) Revenue Certificates of Participation and Bonds

Series 2016A:

In May 2016, the District issued the Refunding Revenue Bonds, Series 2016A ("2016A Bonds") with a principal amount of \$8,765,000 and premium of \$1,713,989 with interest rates ranging from 2% to 5%. The Bonds were executed and delivered 1) to refund the entire outstanding aggregate principal amount and interest of the 2006A COPs and 2) to refund a portion of the District's obligations under the Safe Drinking Water State Revolving Fund Contract #SRF99CX125. The remaining obligations under the Safe Drinking Water State Revolving Fund Contract #SRF99CX125 were repaid by funds contributed by the District.

The refunding resulted in decreased total debt service payments from \$11,851,263 to \$10,302,396. This decreased cash flow created an economic gain of approximately \$1,344,787 when discounted at the 2016A Bonds' effective interest rate of 1.8115713%. Total annual requirements to amortize the Series 2016A Bonds are as follows:

FiscalYear End	Principal	Interest	Total
2024	\$ 480,000	\$ 238,750	\$ 718,750
2025	500,000	214,250	714,250
2026	525,000	188,625	713,625
2027	555,000	161,625	716,625
2028	485,000	135,625	620,625
2029 - 2033	2,470,000	296,750	2,766,750
	\$ 5,015,000	\$ 1,235,625	\$ 6,250,625

Series 2020A:

In March 2020, the District issued the Refunding Revenue Bonds, Series 2020A ("2020A Bonds") with a principal amount of \$17,915,000 and premium of \$3,668,272 with interest rates of 5%. The Bonds were executed and delivered 1) to provide a portion of the money to refund all of the currently outstanding 2010A; 2) to prepay the District's share of the outstanding balance of a Department of Water Resources joint loan contract; 3) to pay costs of issuance of the 2020 bonds. Total annual requirements to amortize the Series 2020A Bonds are as follows:

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Note 5 – <u>Long-Term Debt</u> (Continued)

A) Revenue Certificates of Participation and Bonds (Continued)

Series 2020A (Continued):

Fiscal Year End	Principal	Interest	Total
2024	\$ 415,000	\$ 825,625	\$ 1,240,625
2025	435,000	804,375	1,239,375
2026	460,000	782,000	1,242,000
2027	485,000	758,375	1,243,375
2028	950,000	722,500	1,672,500
2029 - 2033	6,800,000	2,641,500	9,441,500
2034 - 2036	7,175,000	587,625	7,762,625
	\$ 16,720,000	\$ 7,122,000	\$ 23,842,000

Series 2020B:

In March 2020, the District issued the Refunding Revenue Bonds, Series 2020B ("2020B Bonds") with a principal amount of \$3,720,000 with interest rates ranging from 2.56% to 3.32%. The Bonds were executed and delivered 1) to refund the District's net pension liability; and 2) to pay costs of issuance of the 2020 bonds. Total annual requirements to amortize the Series 2020B Bonds are as follows:

Fiscal			
Year End	Principal	Interest	Total
2024	\$ 100,000	\$ 132,314	\$ 232,314
2025	105,000	129,434	234,434
2026	105,000	126,379	231,379
2027	110,000	123,143	233,143
2028	115,000	119,647	234,647
2029 - 2033	630,000	537,178	1,167,178
2034 - 2038	765,000	401,583	1,166,583
2039 - 2043	935,000	230,903	1,165,903
2044 - 2046	660,000	40,754	700,754
	\$ 3,525,000	\$ 1,841,335	\$ 5,366,335



Note 5 – <u>Long-Term Debt</u> (Continued)

A) Revenue Certificates of Participation and Bonds (Continued)

Series 2020C:

In March 2020, the District issued the Refunding Revenue Bonds, Series 2020C ("2020C Bonds") with a principal amount of \$1,500,000 and premium of \$150,000 with interest rates of 5%. The Bonds were executed and delivered 1) to finance the cost of certain water utility system improvements and 2) to pay costs of executing and delivering the Certificates. Total annual requirements to amortize the Series 2020C Bonds are as follows:

Fiscal Year End	Principal	Interest	Total
2024	\$ -	\$ 75,500	\$ 75,500
2025	-	75,500	75,500
2026	-	75,500	75,500
2027	-	75,500	75,500
2028	135,000	72,125	207,125
2029 - 2033	795,000	248,125	1,043,125
2034 - 2036	580,000	44,250	624,250
	\$ 1,510,000	\$ 666,500	\$ 2,176,500

B) Cater Treatment Plant Expansion Project Financing Agreement

The District entered into a financing agreement with the City of Santa Barbara dated February 27, 2002, which requires the District to pay twenty percent of a loan obligation between the City of Santa Barbara and the California Drinking Water State Revolving Fund. The loan proceeds were used to finance certain improvements to the Cater Treatment Plant in order to meet new water quality standards imposed on public agencies. The loan provides for a 20 year loan amortization maturing on July 1, 2025, bearing an interest rate of approximately 2.5%. The improvements were completed in January 2005 and the District's portion of the loan in the amount of \$3,580,170 was recorded on the statement of net position at June 30, 2005. The District is required to make semi-annual payments of interest and principal in the amount of \$114,425 payable to the City of Santa Barbara on December 15th and June 15th each year. During the year ended June 30, 2023, the loan was paid in full.



Note 5 – <u>Long-Term Debt</u> (Continued)

C) Siemens Master Lease Purchase Agreement

The District entered into a master lease agreement with Siemens Financial Services, Inc., on August 2, 2017, in the amount of \$6,468,656 to finance the replacement of all installed mechanical water meters with digital meters and the attendant remote reading and reporting infrastructure, installation of a solar carport, and retrofit of all headquarter buildings with LED lights. The projected benefits of increased revenue collection due to more accurate meters and savings in electrical costs due to solar panel and LED lighting installations are projected to offset the total lease costs over the life of the lease. The District entered into a performance contracting agreement with Siemens Industry, Inc., to guarantee the projected cost savings. The lease payment period is fifteen years, commencing August 2018, with an annual amount of \$538,677 paid quarterly and an interest rate of 2.7525%.

Fiscal Year End	Principal	Interest	Total
2024	\$ 413,693	\$ 124,984	\$ 538,677
2025	425,198	113,479	538,677
2026	437,023	101,654	538,677
2027	449,177	89,500	538,677
2028	461,669	77,008	538,677
2029 - 2033	2,508,225	185,161	2,693,387
	\$ 4,694,987	\$ 691,786	\$ 5,386,773

Lease Element	Capital Asset Class	Amount	% Complete
Meter replacement	Transmission and Distribution Infrastructure	\$ 5,557,156	100%
Lighting Retrofit	Buildings	25,500	100%
Solar Carport	Buildings	886,000	100%
Total Master Lease Purchased Assets		\$ 6,468,656	

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Item VII. A.

Note 5 – Long-Term Debt (Continued)

D) Capital Lease Commitments

The District routinely leases equipment on an ongoing basis. In accordance with GASB Statement No. 87, Leases, lease agreements with terms greater than one year or that transfer ownership of the underlying asset are classified as leased assets, with a corresponding liability measured at the present value of payments to be made per lease terms. The following is a schedule showing the future minimum lease payments as of June 30, 2023:

Fiscal

Year End	Principal	Inter	est	 Γotal
2024	\$ 76,117	\$ 2	2,403	\$ 78,520
2025	32,213		830	33,043
2026	9,860		65	9,925
2027	-		-	-
2028				
	\$ 118,190	\$ 3	,298	\$ 121,488

As of June 30, 2023, the cost of assets and related accumulated depreciation under the capital leases were as follows:

	Gross	Accumulated Depreciation	Balance June 30, 2023
Furnishings, Machinery, and Equipment	\$ 509,273	\$ (375,523)	\$ 133,750

Note 6 – Defined Benefit Pension Plan

General Information about the Pension Plans

Plan Descriptions – All qualified employees are eligible to participate in Carpinteria Valley Water District's Miscellaneous Employee Pension Plans, cost-sharing multiple employer defined benefit pension plans administered by the California Public Employees' Retirement System (CalPERS). Benefit provisions under the Plans are established by State statute and local government resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website. Eligible employees hired after January 1, 2013 that are considered new members as defined by the Public Employees' Pension Reform Act (PEPRA) are participating in the PEPRA Miscellaneous Plan.

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Note 6 - Defined Benefit Pension Plan (Continued)

Benefits Provided – CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, as discussed above. Members with five years of total service are eligible to retire at age 50 or 52 if in the PEPRA Miscellaneous Plan with statutorily reduced benefits. An optional benefit regarding sick leave was adopted. Any unused sick leave accumulates at the time of retirement will be converted to credited service at a rate of .004 years of service for each day of sick leave. All members are eligible for non-duty disability benefits after 10 years of service. The system also provides for the Optional Settlement 2W Death Benefit. The cost of living adjustments for all plans are applied as specified by the Public Employees' Retirement Law.

The Plans' provisions and benefits in effect at June 30, 2023 are summarized as follows:

	Miscellaneous Plan - For the Year Ended June 30, 2023			
	Tier 1	Tier 2	PEPRA	
Hire date	Prior to February 10, 2011	Prior to January 1, 2013	On or after January 1, 2013	
Benefit formula	2% @ 55	2% @ 55	2% @ 62	
Benefit vesting schedule	5 years of service	5 years of service	5 years of service	
Benefit payments	monthly for life	monthly for life	monthly for life	
Retirement age	50 - 63	50 - 63	52 - Minimum	
Monthly benefits, as a % of eligible compensation	1.4% to 2.4%	1.4% to 2.4%	1.0% to 2.5%	
Required employee contribution rates	7.0%	7.0%	6.8%	
Required employer contribution rates	10.9%	10.3%	7.5%	

The Plans' provisions and benefits in effect at June 30, 2022 are summarized as follows:

	Miscellaneous Plan - For the Year Ended June 30, 2022			
	Tier 1	Tier 2	PEPRA	
Hire date	Prior to February 10, 2011	Prior to January 1, 2013	On or after January 1, 2013	
Benefit formula	2% @ 55	2% @ 55	2% @ 62	
Benefit vesting schedule	5 years of service	5 years of service	5 years of service	
Benefit payments	monthly for life	monthly for life	monthly for life	
Retirement age	50 - 63	50 - 63	52 - Minimum	
Monthly benefits, as a % of eligible compensation	1.4% to 2.4%	1.4% to 2.4%	1.0% to 2.5%	
Required employee contribution rates	7.0%	7.0%	6.8%	
Required employer contribution rates	10.9%	10.3%	7.6%	
Required employer contribution rates for payment on all UAL amortization bases	31.7%	2.0%	0.4%	



Note 6 – Defined Benefit Pension Plan (Continued)

Contributions – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for both Plans are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. CalPERS collects employer contributions for the Plan as a percentage of payroll for the normal cost portion as noted in the rates above, and as a dollar amount for contributions toward the unfunded liability.

For the years ended June 30, 2023 and 2022, the contributions recognized as part of pension expense for all Plans were as follows:

	Miscellaneous Plan				
	June 30, 2023		June 30, 2022		
Contributions – employer	\$	222,382	\$	182,594	

The net pension liability was paid down during fiscal year 2020 with proceeds from the Refunding Revenue Bonds, Series 2020B.

Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

The District's net pension liability for all Plans is measured as the proportionate share of the net pension liability. As of June 30, 2023 and 2022, the District reported net pension liabilities for its proportionate shares of the net pension liability of all Plans as follows:

	Proportionate Share of Ne	Proportionate Share of Net Pension Liability (Asset)				
	June 30, 2023	June 30, 2022				
Miscellaneous	594,250	\$	(1,832,889)			

For the year ended June 30, 2023, the net pension liability of all of the Plans is measured as of June 30, 2022, and the total pension liability for all Plans used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2021 rolled forward to June 30, 2022 using standard update procedures. For the year ended June 30, 2022, the net pension liability of all of the Plans is measured as of June 30, 2021, and the total pension liability for all Plans used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2020 rolled forward to June 30, 2021 using standard update procedures.



For the Year Ended June 30, 2022

Note 6 – <u>Defined Benefit Pension Plan</u> (Continued)

For the Year Ended June 30, 2023

The District's proportion of the net pension liability was based on a projection of their long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The District's proportionate share of the net pension liability for all Plans with an actuarial valuation date of June 30, 2021 and 2020 was as follows:

(Measurement date of Ju	ne 30, 2022)	(Measurement date of June 30, 2021)				
	Miscellaneous		Miscellaneous			
Proportion – June 30, 2022	-0.09653%	Proportion – June 30, 2021	0.00259%			
Proportion – June 30, 2023	0.01270%	Proportion – June 30, 2022	-0.09653%			
Change – Increase (Decrease)	0.10923%	Change – Increase (Decrease)	-0.09912%			

For the years ended June 30, 2023 and 2022, the District recognized pension expense of \$1,908,970 and credit of \$1,627,691, respectively. At June 30, 2023 and 2022, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

		June 3	0, 20)23		June 30, 2022		
		Deferred		Deferred		Deferred	Deferred	
	O	utflows of		Inflows of	Outflows of		Inflows of	
	I	Resources		Resources	I	Resources	I	Resources
Pension contributions subsequent to measurement date Differences between expected and actual	\$	222,382	\$	-	\$	182,594	\$	-
experience		11,934		(7,993)		(205,539)		-
Changes in assumptions		60,893		-		-		-
Change in employer's proportion		1,639,401		(703,341)		335,291		(1,590,331)
Difference between the employer's contributions and the employer's proportionate share of contributions		-		(589,131)		14,001		(333,585)
Differences between projected and actual								
investment earnings		108,851				1,600,015		-
	\$	2,043,461	\$	(1,300,464)	\$	1,926,362	\$	(1,923,916)

Deferred outflows of resources and deferred inflows of resources above represent the unamortized portion of changes to net pension liability to be recognized in future periods in a systematic and rational manner.

Employer contributions of \$222,382 reported at June 30, 2023 as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2024. During the fiscal year ended June 30, 2022, \$182,594 in deferred outflows of resources related to contributions subsequent to the measurement date was recognized as a reduction of the net pension liability in the year ended June 30, 2023.



Note 6 - Defined Benefit Pension Plan (Continued)

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ended June 30:	
2024	\$ (273,616)
2025	435,135
2026	292,519
2027	66,577
2028	-
Thereafter	-
	\$ 520,615
	· · · · · · · · · · · · · · · · · · ·

Actuarial Assumptions – The total pension liabilities in the June 30, 2022 and 2021 actuarial valuations were determined using the following actuarial assumptions:

	For the Year Ended June 30, 2023	For the Year Ended June 30, 2022
	Miscellaneous	Miscellaneous
Valuation Date	June 30, 2021	June 30, 2020
Measurement Date	June 30, 2022	June 30, 2021
Actual Cost Method	Entry Age Normal Cost Method in accordance with the requirements of GASB Statement No. 68	Entry Age Normal Cost Method in accordance with the requirements of GASB Statement No. 68
Actuarial Assumptions		
Discount Rate	6.90%	7.15%
Inflation	2.30%	2.50%
Payroll Growth	2.75%	2.75%
Projected Salary Increase	Varies by entry age and service (1)	Varies by entry age and service (1)
Investment Rate of Return	6.90 % (2)	7.15% (2)
Mortality	Derived using CalPERS Membership Data for all Funds	Derived using CalPERS Membership Data for all Funds
Post Retirement Benefit	Contract COLA up to 2.3% until Purchasing Power	Contract COLA up to 2.5% until Purchasing Power
Increase	Protection Allowance (3) Floor on Purchasing Power applies,	Protection Allowance (3) Floor on Purchasing Power applies,
	2.3% thereafter	2.5% thereafter

⁽¹⁾ Depending on age, service and type of employment

The mortality table used was developed based on CalPERS-specific data. For the June 30, 2021 valuation date the demographic assumptions and inflation assumptions were based on the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. The rates incorporate Generational Mortality to capture ongoing mortality improvement using 80% of Scale MP 2020 published by the Society of Actuaries. For the June 30, 2020 valuation date the December 2017 Experience Study was used. For more details on these tables, please refer to the reports that can be found on the CalPERS website.

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Item VII. A.

⁽²⁾ Net of pension plan investment and administrative expenses, including inflation



Note 6 – <u>Defined Benefit Pension Plan</u> (Continued)

Change of Assumptions and Methods – Effective with the June 30, 2021 valuation date (2022 measurement date), the accounting discount rate was reduced from 7.15% to 6.90%. In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated, combined with risk estimates, and are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return. In addition, demographic assumptions and the inflation rate assumptions were changed in accordance with the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. During the June 30, 2020 valuation date (2021 measurement date) there were no changes of assumptions.

Discount Rate — The discount rates used to measure the total pension liability for the measurement periods ending June 30, 2022 and 2021 were 6.90% and 7.15%, respectively. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Long-term Expected Rate of Return – The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return for measurement date of June 30, 2022, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated and, combined with risk estimates, are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return.

In determining the long-term expected rate of return for the measurement date of June 30, 2021, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses. The rate of return was calculated using the capital market assumptions applied to determine the discount rate and asset allocation. These rates of return are net of administrative expenses.



Note 6 - Defined Benefit Pension Plan (Continued)

The tables below reflect the long-term expected real rate of return by asset class at June 30, 2023 and 2022, respectively.

	June 30, 2023 (Measurement date June 30, 2022)			June 30, 2022 (Measurement date June 30, 2021)			
Asset Class	Net Strategic Allocation	Real Return Years 1-10 (1, 2)	Asset Class	Net Strategic Allocation	Real Return Years 1-10 (a)	Real Return Years 11+ (b)	
Global equity - cap-weighted	30.00%	4.45%	Global Equity	50.00%	4.80%	5.98%	
Global equity non-cap-weighted	12.00%	3.84%	Global Fixed Income	28.00%	1.00%	2.62%	
Private Equity	13.00%	7.28%	Inflation Sensitive	0.00%	0.77%	1.81%	
Treasury	5.00%	0.27%	Private Equity	8.00%	6.30%	7.23%	
Mortgage-backed Securities	5.00%	0.50%	Real Estate	13.00%	3.75%	4.93%	
Investment Grade Corporates High Yield	10.00% 5.00%	1.56% 2.27%	Liquidity	1.00%	0.00%	-0.92%	
Emerging Market Debt	5.00%	2.48%	(a) An expected inflation of 2.00% used for this period				
Private Debt	5.00%	3.57%	(b) An expected inflation of 2.92% used for this period				
Real Estates	15.00%	3.21%			*		
Leverage	-5.00%	-0.59%					

⁽¹⁾ An expected inflation of 2.30% used for this period.

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the District's proportionate share of the net pension liability for all Plans, calculated using the discount rate of 6.90% and 7.15% for the years ended June 30, 2023 and 2022, respectively, for all Plans, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

Miscellaneous Plan			Miscellaneous Plan			
For the Year Ended June 30, 2023			For the Year Ended June 30, 2022			
1% Decrease		5.90%	1% Decrease		6.15%	
Net Pension Liability	\$	2,542,810	Net Pension Liability	\$	(106,346)	
Current Discount Rate		6.90%	Current Discount Rate		7.15%	
Net Pension Liability	\$	594,250	Net Pension Liability	\$	(1,832,889)	
1% Increase		7.90%	1% Increase		8.15%	
Net Pension Liability	\$	(1,008,930)	Net Pension Liability	\$	(3,260,197)	

Pension Plan Fiduciary Net Position – Detailed information about all pension plan fiduciary net positions is available in the separately issued CalPERS financial reports.

⁽²⁾ Figures are based on the 2021-22 Asset Liability Management study.



Note 7 – Post-Employment Health Care Benefits

Plan Description

The District provides retiree medical, dental, vision, and prescription drug coverage to current and future eligible retirees under a single-employer plan. Under the Plan, retired employees who attain age 60 with at least 20 years of service are eligible to receive benefits. Spouses may elect to continue coverage at their own expense.

Benefits Provided

The contribution requirements of plan members and the District are established and may be amended by the District and its Board of Directors. The required contribution is based on projected pay-as-you-go financing requirements. Employees pay a portion of their monthly premium and the District contributes up to 5% of a retiree's CalPERS benefit toward the cost of medical coverage for post-65 retirees.

Employees Covered

At the OPEB liability measurement date of the June 30, 2023 and 2022, the following employees were covered by the benefit terms:

	June 30, 2023	June 30, 2022
Active and Fully Vested Eligible to Retire	0	0
Active and Terminated Vested Not Yet Fully Eligible to Retire	19	19
Retires	5	5
Total	24	24

Contributions

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The contribution requirements of plan members and the District are established and may be amended by the District Board. These contributions are neither mandated nor guaranteed. The District has retained the right to unilaterally modify its payment for retiree health care benefits. For the fiscal years ended June 30, 2023 and 2022, the District contributed \$16,361 and \$16,118, respectively. Employees are not required to contribute to the OPEB Plan.

Net OPEB Liability and Actuarial Methods and Assumptions

Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

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Note 7 – Post-Employment Health Care Benefits (Continued)

	OPEB Plan
Actual Cost Method	Entry-Age Actuarial Cost Method in accordance with the
	requirements of GASB Statement No. 75
Actuarial Assumptions:	
Investment Rate of Return	
Discount Rate (Unfunded)	
Measurement Date - 2023	4.13%
Measurement Date - 2022	2.28%
Salary Increases (1)	3.00%
Investment Rate of Return	
Measurement Date - 2023	4.13%
Measurement Date - 2022	2.28%
Mortality	CalPERS Active Mortality for Miscellaneous Employees; CalPERS Retiree Mortality for Miscellaneous Employees
Pre-Retirement Turnover	CalPERS Pre-Retirement Mortality Rates Public Agency Miscellaneous Table
Healthcare Trend Rate	5.0%-7.0% per year

(1) Benefits are not dependent upon salary

For the actuarial valuation the following time frames were used:

OPEB	June 30, 2023	June 30, 2022
Valuation Date	July 01, 2022	July 01, 2021
Measurement Date	June 30, 2023	June 30, 2022
Measurement Period	July 1, 2022 - June 30, 2023	July 1, 2021 - June 30, 2022

Discount Rate

The discount rate used to measure the total OPEB liability as 4.13%. The projection of cash flows used to determine the discount rate assumed that District contributions will be sufficient to fully fund the obligation over a period not to exceed 30 years. Based on those assumptions, the OPEB Plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees and beneficiaries. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

Assumption Changes

The discount rate was increased from 2.28% to 4.13% for the measurement period ending June 30, 2023.



Note 7 – <u>Post-Employment Health Care Benefits</u> (Continued)

Changes in the Net OPEB Liability

The District accrued the net OPEB liability of \$732,747 and \$921,079 as of June 30, 2023 and 2022, respectively, which is included on the statement of net position. The following table shows the components of the District's annual OPEB cost for the year, the amount actually contributed to the plan, and the changes in the District's net OPEB liability for plan benefits for the years ended June 30, 2023 and 2022:

		tal OPEB Liability (a)		Fiduciary t Position (b)	(Ass	let OPEB et)/Liability (a) - (b)
Balance at June 30, 2022	\$	921,079	\$	-	\$	921,079
Changes Recognized for the Measurement Period:						
Service cost		34,930		-		34,930
Interest on Total OPEB Liability		27,889		-		27,889
Contributions - Employer		-		10,707		(10,707)
Changes in assumptions		(268,652)		-		(268,652)
Differences between expected and actual experience		28,208		_		28,208
Net investment income		20,200		_		20,200
Administrative expense		_		_		_
Benefit Payments & Refunds		(10,707)		(10,707)		_
Net Changes		(188,332)		-		(188,332)
Balance at June 30, 2023		, , ,				<u> </u>
(Measurement Date June 30, 2023)	\$	732,747	\$	_	\$	732,747
Dalaman at Lung 20, 2021		tal OPEB Liability (a)		Fiduciary t Position (b)	(Ass	tet OPEB set)/Liability (a) - (b)
Balance at June 30, 2021	2	992,812	2	-	2	992,812
Changes Recognized for the Measurement Period:						
Service cost		52,229		-		52,229
Interest on Total OPEB Liability		19,564		14.740		19,564
Contributions - Employer Changes in assumptions		(77,458)		14,749		(14,749)
Differences between expected and actual		(77,438)		-		(77,458)
experience		(51,319)		_		(51,319)
Net investment income		(31,317)		_		(31,317)
Administrative expense		_		_		_
Benefit Payments & Refunds		(14,749)		(14,749)		_
Net Changes		(71,733)		-		(71,733)
Balance at June 30, 2022		/				· · /_
(Measurement Date June 30, 2022)	\$	921,079	\$	_	\$	921,079



Note 7 – Post-Employment Health Care Benefits (Continued)

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the District if it were calculated using a discount rate that is one percentage point lower or one percentage point higher than the current rate.

Measur	ement Date June 3	0, 2023	Measurement Date June 30, 2022			
Net OPEB Liability			N	Net OPEB Liability	7	
	Current	_		Current	_	
1% Decrease	Discount Rate	1% Increase	1% Decrease	Discount Rate	1% Increase	
\$ 833,723	\$ 732,747	\$ 646,872	\$ 1,049,607	\$ 921,079	\$ 812,695	

The following presents the net OPEB liability of the District if it were calculated using health care cost trend rates that are one percentage point lower or one percentage point higher than the current rate.

Measur	ement Date June 3	0, 2023	Measurement Date June 30, 2022			
Net OPEB Liability			1	Net OPEB Liability		
Trend 1%	Valuation	Trend 1%	Trend 1%	Valuation	Trend 1%	
Lower	Trend	Higher	Lower	Trend	Higher	
\$ 703,979	\$ 732,747	\$ 767,842	\$ 888,973	\$ 921,079	\$ 960,580	

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2023 and 2022, the District recognized OPEB expense of \$54,181 and \$75,810, respectively.

As of the fiscal year ended June 30, 2023 and 2022, the District reported deferred outflows of resources and deferred inflows or resources related to OPEB from the following sources:

	June 30, 2023				June 30, 2022				
	Deferred Outflows of Resources		Deferred Inflows of Resources		Deferred Outflows of Resources		Deferred Inflows of Resources		
Differences between expected and actual experience	\$	-	\$	(12,438)	\$	(41,288)	\$	_	
Changes in assumptions		-		(163,945)		96,711		-	
Net differences between projected and actual earnings on plan investments		-		-		-		-	
Total	\$	-	\$	(176,383)	\$	55,423	\$	-	



Note 7 – Post-Employment Health Care Benefits (Continued)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as expense as follows:

2024	\$ (8,638)
2025	(8,638)
2026	(8,638)
2027	(8,638)
2028	(8,638)
Thereafter	 (133,193)
	\$ (176,383)

Note 8 – <u>Deferred Compensation Plan</u>

The District offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan permits participating employees to defer a portion of their salary until future years. The District matches employee contributions up to 2.5% of a contributing employee's annual salary. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency.

On June 8, 1997 the District amended the plan in accordance with the provisions of IRC Section 457(g). On that date, assets of the plan were placed in trust for the exclusive benefit of participants and their beneficiaries. The requirements of that IRC Section prescribes that the District no longer owns the amounts deferred by employees, including the related income on those amounts. Accordingly, the assets and the liability for the compensation deferred by plan participants, including earnings on plan assets, are not included in the District's financial statements. Contributions to the Plan for the years ended June 30, 2023 and 2022 were \$34,899 and \$33,794, respectively.

Note 9 - Lease Obligations

The District has lease obligations for two of its well sites. The High School Well lease, dated March 1, 1989 and amended April 23, 2008 is for a term of thirty years, terminating July 1, 2030. There are no lease payments associated with this lease. In return the District provides the Carpinteria Unified School District with the irrigation water rate for specific water accounts.

During 2011, the District purchased a permanent easement from the City for the land that contains the El Carro Well. Prior to the purchase of the easement, the District had a lease with the City, dated November 16, 1990, for the useful life of the well. As "in-lieu of rent" for the first twenty year period, the District installed, at a cost of \$40,085, water line and fire hydrant facilities to accommodate future development of the property adjoining the well site.



Note 10 – Cachuma Project Authority

This joint exercise of powers authority was created by the participating agencies for the purpose of renegotiating with the United States Bureau of Reclamation (USBR) the contract for the operation of the Cachuma reservoir. Through the authority, the agencies collectively issued revenue bonds to refinance certain obligations each agency had incurred to finance its share of the expansion of the shared Water Treatment Plant.

The Cachuma Project Authority successfully renegotiated a contract with the USBR. The Authority, effective September 30, 1996 merged into the Cachuma Operations and Maintenance Board (COMB), which is responsible for all operational aspects of the Cachuma reservoir. All assets and liabilities of the Authority were transferred to COMB. The District continues to contribute its share of the operating expenses. The accumulated contract renegotiation costs are being amortized over the term of the new contract, which is twenty-five years. The Cachuma Master Contract was renewed in 2023 and extended to 2026.

Note 11 – Joint Powers Insurance Authority

The District participates in the property and liability program organized by the Association of California Water Agencies/Joint Powers Insurance Authority (ACWA/JPIA). ACWA/JPIA is a Joint Powers Authority created to provide a self-insurance program to water agencies in the State of California. The ACWA/JPIA is not a component unit of the District for financial reporting purposes, as explained below.

ACWA/JPIA provides liability, property and workers' compensation insurance for approximately 450 water agencies for losses in excess of the member districts' specified self-insurance retention levels. Individual claims (and aggregate public liability and property claims) in excess of specified levels are covered by excess insurance policies purchased from commercial carriers. ACWA/JPIA is governed by a separate board comprised of members from participating districts. The board controls the operations of ACWA/JPIA, including selection of management and approval of operating budgets, independent of any influence by the members beyond their representation on the board. Each member shares surpluses and deficiencies proportionately to its participation in ACWA/JPIA.

To obtain complete financial information contact ACWA/JPIA at P.O. Box 619082 Roseville, CA 95661. The District paid premiums of \$92,657 and \$79,548 to ACWA/JPIA for property and liability insurance, and \$67,862 and \$60,315 for workers' compensation during the years ended June 30, 2022 and 2021, respectively.



Item VII. A.

Note 12 - Joint Ventures and Commitments

A) Central Coast Water Authority

In 1991, the voters of the District elected to participate in the State Water Project (SWP). As a result, the District joined in the formation of the Central Coast Water Authority (CCWA) in August 1991. The purpose of the Central Coast Water Authority is to provide for the financing, construction, operation, and maintenance of certain local (non-state owned) facilities required to deliver water from the SWP to certain water purveyors and users in Santa Barbara County.

Each project participant, including the District, has entered into a Water Supply Agreement to provide for the development, financing, construction, operation and maintenance of the CCWA Project. The purpose of the Water Supply Agreement is to assist in carrying out the purposes of CCWA with respect to the CCWA Project by:

- 1) requiring CCWA to sell, and the project participants to buy, a specified amount of water from CCWA ("take or pay"); and
- 2) assigning the Santa Barbara project participant's entitlement rights in the State Water project to CCWA.

Although the District does have an ongoing financial interest pursuant to the Water Supply Agreement between the District and CCWA, the District does not have an equity interest as defined by GASB Code Sec. J50.105.

Each project participant is required to pay to CCWA an amount equal to its share of the total cost of "fixed project costs" and certain other costs in the proportion established in the Water Supply Agreement. This includes the project participant's share of payments to the State Department of Water Resources (DWR) under the State Water Supply Contract (including capital, operation, maintenance, power and replacement costs of the DWR facilities), debt service on CCWA bonds and all CCWA operating and administrative costs.

Each project participant is required to make payments under its Water Supply Agreement solely from the revenues of its water system. Each project participant has agreed in its Water Supply Agreement to fix, prescribe and collect rates and charges for its water system which will be at least sufficient to yield each fiscal year net revenues equal to 125% of the sum of (1) the payment required pursuant to the Water Supply Agreement, and (2) debt service on any existing participant obligation for which revenues are also pledged.

CCWA is composed of eight members, all of which are public agencies. CCWA was organized and exists under a joint exercise of power agreement among the various participating public agencies. The Board of Directors is made up of one representative from each participating entity. Votes on the Board are approximately apportioned between the entities based upon each entity's allocation of State water entitlement. The Carpinteria Valley Water District share of the project, based upon number of acre-feet of water, is 10.487%.



Note 12 - Joint Ventures and Commitments (Continued)

A) Central Coast Water Authority (Continued)

Operating and capital expenses are allocated among the members based upon various formulas recognizing the benefits of the various project components to each member.

The Carpinteria Valley Water District estimated minimum State water payments for the next five fiscal years are summarized below:

Fiscal Year Ending

June 30,	Fixed Costs	Variable Costs		Oth	ner Credits	Total		
2024	\$ 2,791,930	\$	127,082	\$	(17,766)	\$	2,901,246	
2025	2,794,540		306,747		-		3,101,287	
2026	2,784,434		543,968		-		3,328,402	
2027	2,888,559		563,704		-		3,452,263	
2028	2,969,777		-		-		2,969,777	
Thereafter (through 2035)	21,500,654		-		-		21,500,654	
Total	\$ 35,729,894	\$	1,541,501	\$	(17,766)	\$	37,253,629	

Additional information and complete financial statements for the CCWA are available for public inspection at 255 Industrial Way, Buellton, CA, between the hours of 8 a.m. and 5 p.m., Monday through Friday.

B) Carpinteria Groundwater Sustainability Agency

The District is a participant of the Carpinteria Groundwater Sustainability Agency (CGSA) with the City of Carpinteria, Santa Barbara County Water Agency and County of Ventura under a Joint Powers Agreement. CGSA was established to ensure long-term sustainable use of the Carpinteria Groundwater Basin through monitoring, planning, and oversight. The GSA is governed by directors of the District with optional director seats from each of the other participating agencies.

C) Cater Advanced Treatment Project

The City of Santa Barbara's Cater Reservoir Resiliency Project has a total estimated cost of approximately \$25,000,000. The project is in the planning phases with construction estimated to start in 2024. The District will be responsible for 20% of the project costs. As of June 30, 2023 and 2022, the District has not incurred any cost related to this project.



Note 12 – <u>Joint Ventures and Commitments</u> (Continued)

D) Ortega Reservoir

The Ortega Reservoir has construction defects to its basin. Although the reservoir is not a capital asset of the District, the District, along with Montecito Water District, will be required to pay for the repairs, which may be significant. The total cost of the repairs cannot be estimated.

E) Bradbury Dam

The District, as a member of the Cachuma Operations and Maintenance Board (COMB), is responsible for a portion of costs associated with certain capital improvements to the Bradbury Dam. The improvements are required to meet certain earthquake and seismic safety standards imposed by public agencies. Pursuant the "Bradbury Dam SOD ACT Repayment Agreement", between COMB and the Bureau of Reclamation, the District will be required to make annual payments of \$18,037 commencing October 2002 through 2015, annual payments of \$28,649 commencing October 2016 through 2026 and annual payments of \$10,612 commencing October 2027 through 2051 to finance the project.

The District's future obligations are as follows:

June 30,		Amount			
2024	\$	28,649			
2025		28,649			
2026		28,649			
2027		28,649			
2028		10,612			
Thereafter (through 2051)		254,688			
	\$	379,896			

F) Siemens Master Lease Purchase Agreement

The District entered into a master lease agreement with Siemens Financial Services, Inc., on August 2, 2017, in the amount of \$6,468,856 to finance the replacement of all installed mechanical water meters with digital meters with remote read and reporting capabilities, the installation of a solar carport, and the replacement of all headquarter buildings with LED lights (see Note 5). The projected benefits of increased revenue collection more accurate meters and savings in electrical costs due to solar panel and LED lighting installations are projected to offset the total lease costs over the life of the lease. The District entered into a performance and maintenance contracting agreement with Siemens Industry, Inc., to guarantee the projected cost savings.



Note 12 - Joint Ventures and Commitments (Continued)

F) Siemens Master Lease Purchase Agreement (Continued)

Under the performance and maintenance contracting agreement, the District will pay annual fees to Siemens Industry, Inc., for measuring and verifying cost savings.

Siemens

Fiscal	Year	Ending
--------	------	--------

June 30,		Amount			
2024	\$	37,922			
2025		38,724			
2026		39,545			
2027		40,383			
2028		41,239			
Thereafter (through 2032)		184,323			
	\$	382,136			

G) Construction Commitments

The District has various ongoing contracts for construction in process at June 30, 2022 as follows:

Date Approved	Contract Amount		Cost Incurred June 30, 2023		Remaining Balance at June 30, 2023	
03/08/23	\$	6,650,581	\$	163,363	\$	6,487,218
08/10/22		3,452,590		249,899		3,202,691
11/10/21		1,597,031		508,120		1,088,911
12/08/21		499,800		108,427		391,373
06/08/22		153,160				153,160
	\$	12,353,162	\$	1,029,809	\$	11,323,353
	Approved 03/08/23 08/10/22 11/10/21 12/08/21	Approved 03/08/23 \$ 08/10/22 11/10/21 12/08/21 06/08/22	Approved Amount 03/08/23 \$ 6,650,581 08/10/22 3,452,590 11/10/21 1,597,031 12/08/21 499,800	Approved Amount June 03/08/23 \$ 6,650,581 \$ 08/10/22 3,452,590 11/10/21 11/208/21 499,800 06/08/22 153,160 153,160	Approved Amount June 30, 2023 03/08/23 \$ 6,650,581 \$ 163,363 08/10/22 3,452,590 249,899 11/10/21 1,597,031 508,120 12/08/21 499,800 108,427 06/08/22 153,160 -	Date Approved Contract Amount Cost Incurred June 30, 2023 Incurred June 30, 2023 Incurred June 30, 2023 June

At June 30, 2023 and 2022, the District had \$26,743 and \$121,569, respectively, of retainage payable related to the above open contracts. Also included with retainage payable at June 30, 2023, was \$121,506 related to a completed contract. In addition, at June 30, 2023 accounts payable included approximately \$34,306 related to costs incurred on open contracts.

H) Water Purchase Agreement

During the year ended June 30, 2023, the District entered into a Supplemental Water Purchase Program Participation Agreement. Under the agreement, the District purchased 400 acre-feet of water at a rate of \$1,500 per acre-feet.



Note 13 – <u>Legal Contingencies</u>

In the ordinary course of conducting business, various legal proceedings may be pending, however, in the opinion of the District's management, the ultimate disposition of these matters will have no significant impact on the financial position of the District.

Note 14 – <u>Subsequent Events</u>

Subsequent events have been evaluated through December 13, 2023, the date that the financial statements were available to be issued.

Subsequent to year end, the District issued loans totaling \$840,000 to Carpinteria Groundwater Sustainability Agency.

On September 13, 2023 the District received a Notice of Award for the Carpinteria Advanced Purification Project (CAPP) for Federal grant in the amount of \$9,659,990. The project total budget is estimated to be approximately \$45,900,000.

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DRAFT

REQUIRED SUPPLEMENTARY INFORMATION

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CARPINTERIA VALLEY WATER DISTRICT A COST-SHARING MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN LAST 10 YEARS*

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM SCHEDULE OF CARPINTERIA VALLEY WATER DISTRICT'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Valuation date	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015	June 30, 2014	June 30, 2013
Measurement period	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015	June 30, 2014
Proportion of the net pension liability	0.00514%	-0.03389%	0.00101%	0.03675%	0.03703%	0.03815%	0.03815%	0.04122%	0.04535%
Proportionate share of the net pension liability	\$ 594,250	\$ (1,832,889)	\$ 109,401	\$ 3,720,554	\$ 3,540,891	\$ 3,672,110	\$ 3,300,879	\$ 2,829,302	\$ 2,822,007
Covered payroll	\$ 1,997,432	\$ 1,797,338	\$ 1,781,477	\$ 1,848,306	\$ 1,783,980	\$ 1,658,060	\$ 1,625,984	\$ 1,621,204	\$ 1,612,949
Proportionate share of the net pension liability as a percentage of covered payroll	29.75%	-101.98%	6.14%	201.30%	198.48%	221.47%	203.01%	174.52%	174.96%
Plan's fiduciary net position	\$ 13,699,961	\$ 14,909,698	\$ 12,513,180	\$ 8,756,876	\$ 8,418,045	\$ 7,725,265	\$ 7,151,600	\$ 7,278,661	\$ 7,148,327
Plan's fiduciary net position as a percentage of the total plan pension liability	95.84%	114.02%	99.14%	70.18%	70.39%	67.78%	68.42%	72.01%	75.96%

Notes to Schedule:

^{*} Historical information is required only for measurement period for which GASB 68 is applicable. Future year's information will be displayed up to 10 years as information becomes available.



CARPINTERIA VALLEY WATER DISTRICT A COST-SHARING MULTIPLE-EMPLOYER DEFINED BENEFIT PENSION PLAN LAST 10 YEARS*

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM SCHEDULE OF CARPINTERIA VALLEY WATER DISTRICT'S CONTRIBUTIONS

	2023	2022	2021	2020	2019	2018	2017	2016	2015
Contractually required contribution (actuarially determined)	\$ 222,382	\$ 182,594	\$ 175,358	\$ 614,945	\$ 429,354	\$ 349,270	\$ 344,835	\$ 329,792	\$ 281,838
Contributions in relation to the actuarial determined contributions	ly 222,382	182,594	175,358	614,945	429,354	349,270	344,835	329,792	281,838
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll	\$ 1,997,432	\$ 1,797,338	\$ 1,781,477	\$ 1,848,306	\$ 1,783,980	\$ 1,658,060	\$ 1,475,024	\$ 1,627,135	\$ 1,557,019
Contributions as a percentage of covered payroll	11.13%	10.16%	9.84%	33.27%	24.07%	21.06%	23.38%	20.27%	18.10%

Notes to Schedule:

The actuarial methods and assumptions used to set the actuarially determined contributions for the fiscal year 2021-2022 were derived from the June 30, 2019 funding valuation.

^{*} Historical information is required only for measurement period for which GASB 68 is applicable. Future year's information will be displayed up to 10 years as information becomes available.



CARPINTERIA VALLEY WATER DISTRICT OTHER POST-EMPLOYMENT BENEFITS (OPEB) PLAN SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS LAST 10 YEARS*

		2023		2022	 2021		2020		2019	 2018
Total OPEB liability:										
Service cost	\$	34,930	\$	52,229	\$ 52,339	\$	71,585	\$	33,895	\$ 45,515
Interest on the total OPEB liability		27,889		19,564	17,321		48,040		23,555	7,189
Benefit changes		-		-	-		-		-	432,614
Experience gain/losses		28,208		(51,319)	8,343		(50,502)		-	-
Assumption changes	((268,652)		(77,458)	190,330		26,256		-	-
Benefit payments		(10,707)		(14,749)	(16,118)		(36,474)		(21,317)	(19,401)
Net change in total OPEB liability	((188,332)		(71,733)	252,215		58,905		36,133	465,917
Total OPEB liability - beginning		921,079		992,812	740,597		681,692		645,559	179,642
Total OPEB liability - ending (a)	\$	732,747	\$	921,079	\$ 992,812	\$	740,597	\$	681,692	\$ 645,559
Fiduciary Net Position										
Employer contributions	\$	10,707	\$	14,749	\$ 16,118	\$	36,474	\$	21,317	\$ 19,401
Net investment income		-		-	-		-		-	-
Administrative expense		-		-	-		-		-	-
Benefit payments		(10,707)		(14,749)	(16,118)		(36,474)		(21,317)	(19,401)
Net change in fiduciary net position		-		-	-		_		-	-
Total fiduciary net position- beginning		-		-	-		-		-	-
Total fiduciary net position - ending (b)	\$	-	\$	-	\$ _	\$	-	\$		\$ -
Net OPEB liability- ending (a) - (b)	\$	732,747	\$	921,079	\$ 992,812	\$	740,597	\$	681,692	\$ 645,559
Plan fiduciary net position as a percentage of the total OPEB liabilit		0.00%		0.00%	0.00%		0.00%		0.00%	0.00%
Covered - employee payroll	\$ 1	,895,890	\$ 1	,904,751	\$ 1,982,425	\$ 1	1,713,603	\$ 1	1,613,620	\$,543,895
Net OPEB liability as a percentage of covered-employee payroll		38.65%		48.36%	50.08%		43.22%		42.25%	41.81%
Discount rate used:		4.13%		2.28%	1.86%		3.36%		3.71%	3.71%

Notes to Schedule:

^{*} Historical information is required only for measurement periods for which GASB 75 is applicable. Future year's information will be displayed up to 10 years as information becomes available.



STAFF REPORT Item VII. B.

From: Robert McDonald, General Manager

Prepared by: Maso Motlow, Management Analyst

For Consideration: <u>Item VII. B.</u> Consider allowing master meters for high density residential developments

Background

The District needs to understand the implications of allowing master meters with submeters for new multi-unit residential developments instead of requiring individual meters for each unit within the development. California Senate Bill 7 (SB 7) outlines the requirements for installation, operation, and billing of these submeters. The requirements of SB 7 are implemented in the Water Code (Division 1, Chapter 8, Article 5, Section 537-537.5) and the Health and Safety Code (Division 13, Part 1.5, Chapter 2, Section 17922.14). It is important for the District to understand whether the requirements of SB 7 will lead to fair, accurate bills for residents and whether the law specifies responsibility for addressing leaks.

Requirements of the law and plumbing code

The bullet points below summarize several key requirements of SB 7, the Plumbing Code, and the Business and Professions Code. The law and codes contain additional detail about these requirements.

Submeter installation & maintenance requirements

- Only qualified professionals (as defined in the law) are allowed to install the submeters.
- Only meters with a current Certificate of Approval may be used. Meters may be Type
 Approved by either the California Department of Food and Agriculture or the National
 Conference on Weights and Measures.
- The County Sealer (weights & measures) verifies installation, maintenance, and testing of submeters.

Rights of the tenant

- The tenant must be able to access and read the submeter.
- The tenant can request the date the submeter was last inspected, tested, and verified, the data used to calculate their bill, and the location of the submeter.
- The tenant must be able to contact the tenant or billing agent with questions.

Charges passed on to the tenant

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• The law describes the specific methods for billing tenants. The type of charges that landlords may pass on to customers include volumetric charges, a portion of recurring, fixed charges, a fee for the landlord's billing agent and any relevant late fees.

Responsibility for addressing leaks

- The tenant shall notify the landlord of any leaks, drips, and water fixtures that do not shut off properly. If the landlord does not respond to the leak, a tenant may contact the local county sealer and request that the submeter be tested. If the condition remains unrectified for 180 days after investigation, no further volumetric usage charges may be imposed until the condition is repaired.
- If the local water purveyor notifies the landlord of constant or abnormally high water usage at the property, the landlord shall investigate and, if possible, rectify the cause of the high water usage.

Recommendation

Allow master meters for residential developments that meet the specific criteria outlined in the proposed Rules and Regulations.

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17. METERS AND APPLIANCES

a. <u>Meters and Appliances</u>: 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 <u>Appendix C</u> and <u>Appendix J</u>.)

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.

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

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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. <u>Meter Tampering</u>: 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 <u>Appendix C</u>).
- Mumber 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 dwelling units that are not individually parceled (i.e., rental units) is eligible for a master meter with submeters.
- (ii) Buildings with more than 10 individually parceled (i.e., 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.

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- (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:

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(1) residential dwelling units on agricultural parcels; or

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

e. <u>Accessory Dwelling Units:</u> 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. <u>Irrigation Meters:</u> 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.

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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.

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Appendix B Capital Cost Recovery Fees

Effective December 13th, 2023

WATER SERVICE CAPITAL COST RECOVERY FEES

Per-			Meter Size		
<u>dwelling</u> <u>unit</u>	3/4 inch	1 inch	1 1/2 inch	2 inch	3 inch
<u>\$10,965</u>	<u>\$16,448</u>	<u>\$27,414</u>	<u>\$54,827</u>	<u>\$87,723</u>	<u>\$197,378</u>

FIRE SERVICE CAPITAL COST RECOVERY FEES

		M	eter Size		
2 inch	3 inch	4 inch	6 inch	8 inch	10 inch
<u>\$10,965</u>	<u>\$24,672</u>	<u>\$43,862</u>	<u>\$98,689</u>	\$175,447	\$274,136

Appendix D

RESOLUTION NUMBER 1152

RESOLUTION OF THE BOARD OF DIRECTORS OF CARPINTERIA VALLEY WATER DISTRICT ADOPTING AND ESTABLISHING A METHODOLOGY FOR CALCULATION OF THE CAPITAL COST RECOVERY FEE

WHEREAS, District Ordinance No. 92-1 establishes and requires payment of the Capital Cost Recovery Fee for all new and expanded service connections to the District's system; and

WHEREAS, the purpose of this fee is to reimburse the District for capital cost for facilities in existence at the time the charge is imposed and to finance facilities to be constructed in the future within the District's existing service area which are of proportional benefit to the persons or property being charged; and

WHEREAS, Ordinance No. 92-1 provides that the amount or rate of such Capital Cost Recovery Fee shall be set by the Board by resolution; and

WHEREAS, the District is following the American Water Works Association (AWWA) M1 manual and industry best practices for determining System Development Charges which include Capital Cost Recovery Fees (CCRF). Documentation of the CCRF methodology is contained in "Methods for calculating asset-based CCRF" document dated November 8th, 2023.

WHEREAS, the Board finds that the Capital Cost Recovery Fee shall be used to reimburse the District for construction of the public facilities and improvements as well as the principal and interest debt service cost borne by the District to pay for the District's share of the construction of the Coastal branch of the State Water Project; and

WHEREAS, the fees expected to be generated by the Capital Cost Recovery Fee will not exceed the cost of providing such facilities, which include the District's past cost to purchase and construct facilities, and do not exceed the proportional benefit derived by the persons or property upon which the Capital Cost Recovery Fee is imposed; and

WHEREAS, the Board approves the CCRF methodology and finds the fees reasonable.

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

1. The following components shall be included in the calculation of the Annual Capital Cost Recovery Fee schedule:

- a. **Total system value** based on value of the District's physical assets, the District's cash reserves, and the District's intangible asset payments to-date.
 - (i) The District implements the AWWA's replacement cost new less depreciation (RCNLD) method to determine asset value. This method first calculates the replacement cost for all District assets then, sums all replacement costs to determine the total system asset value.

Asset value=(original cost ×escalation factor) ×% depreciated

- (1) <u>Original cost:</u> The original cost and depreciated cost for each asset comes from the Incode Asset Listing Report.
- (2) <u>Escalation factor:</u> The escalation factor adjust the original cost to today's dollars. The District uses the Engineering New-Record City Cost Index (ENR-CI) for Los Angeles. The escalation factor is expressed as a ratio of the ENR-CII for the current year over the ENR-CII for the construction year.
- (3) % depreciated: The % depreciated indicates the portion of the asset's useful life that is depreciated. The Incode Asset Listing Report includes the original cost and the depreciated cost of each asset. The depreciated cost over the original cost is the % to which the asset is depreciated.
- (ii) The District's cash reserves are listed on the District's audited financial statements.
- (iii) Intangible assets payments represent payments not linked directly to infrastructure purchased by the District. The District's intangible assets generally fall into four categories: capacity rights for Cater Water Treatment Plant, capacity rights for Sandyland well, payments to the Bureau of Reclamation, payments to Cachuma Operation and Maintenance Board for capital costs, and debt payments for the State Water Project. The District's account will provide annual numbers on total intangible asset payments to-date.
- b. The District determines **system capacity** using the AWWA's meter equivalency factors. System capacity is expressed as total meter equivalents. Meter equivalents allow the District to normalize meter capacity across meter sizes. For fire meters, the Capital Cost Recovery Fee Equivalency Value is based on pipe diameter. The smallest fire service line (2") is equated to the 5'8" water meter.

Wa	ater Service	Fire Service				
Meter Size	Meter Equivalency	Meter Size	Meter Equivalency			
5/8"	1.0	2"	1.00			
3/4"	1.5	3"	2.25			
1"	2.5	4"	4.00			
1-1/2"	5.0	6"	9.00			
2"	8.0	8"	16.00			
3"	18.0	10"	25.00			
4"	30.0					
6"	50.0					

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(i) The District can determine the total number of each meter size from its billing system (Incode). To determine total meter equivalents, the District multiples the meter equivalency value by the number of meters for each meter size.

 $Meter\ equivalents = AWWA\ meter\ equivalency\ value\ imes\ number\ of\ meters$

c. The **per-unit buy-in fee** is determined by dividing the total system value by the total number of meter equivalents. The per-unit buy-in fee is then scaled to each meter size using the meter equivalency values to determine the Capital Cost Recovery Fee charge by meter size.

Per unit buy – in $fee = System\ value\ \div\ total\ meter\ equivalents$

- The Capital Cost Recovery Fee shall be evaluated at the beginning of the fiscal year to adjust the per-unit buy-in fee to reflect current system value and current meter equivalents.
- 3. The following Capital Cost Recovery Fees are effective **December 6th 2023**.

Water Service

Meter Size	Meter Equivalency		Per-unit CC	RF	Asset-	-based CCRF
Per-unit	1.0	×	\$10,965	=	\$	10,965
3/4"	1.5	×	\$10,965	=	\$	16,448
1"	2.5	×	\$10,965	=	\$	27,414
1-1/2"	5.0	×	\$10,965	=	\$	54,827
2"	8.0	×	\$10,965	=	\$	87,723
3"	18.0	×	\$10,965	=	\$	197,378
4"	30.0	×	\$10,965	=	\$	328,963
6"	50.0	×	\$10,965	=	\$	548,271

Fire Service

Meter Size	Meter Equivalency	Per-unit CCRF Asset-based CCR			-based CCRF	
2"	1.00	×	\$10,965	=	\$	10,965
3"	2.25	×	\$10,965	=	\$	24,672
4"	4.00	×	\$10,965	=	\$	43,862
6"	9.00	×	\$10,965	=	\$	98,689
8"	16.00	×	\$10,965	=	\$	175,447
10"	25.00	×	\$10,965	=	\$	274,136

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a. New regular water service connections

New water service connections shall pay the Capital Cost Recovery Fee based on the number and size of meters to be installed, as indicated in the table above, except as noted below.

- (i) Exception: residential developments that meet the requirements for master meters shall pay the "per-unit" CCRF charge for each dwelling unit behind the master meter. Other individually metered residential units within the development will be charged the CCRF by meter size and quantity.
- (ii) Exception: In the event that a new service is expected to serve multiple hotel rooms, the CCRF shall reflect the accumulated hotel room service charges imposed beginning July 1, 2000 (Resolution number 736) for the CIP Fees and July 1, 2004 for the Dwelling Equivalency Fees (Resolution 806 - superseded by Resolution 847, June 20, 2007) for each hotel room and the associated Capital Cost Recovery Meter Equivalency Fees for the new meter.
- (iii) Exception: Capital Cost Recovery Fees shall not be levied upon any Master Meter Residential accounts with between 2 and 5 residential units that undergo redevelopment to improve or upgrade existing residential units but do not increase the number of residential units serviced. In such a circumstance, the owner or redeveloper of the property must pay the cost of installing new meters for each residential unit but will not be required to pay Capital Cost Recovery Fees unless a larger meter is to be installed on-site.

b. Increases in Size of Meter or Size of Service

Account holders wishing to install a meter that is larger in size than the current meter shall pay the difference in accumulated Capital Cost Recovery Fees between the existing meter and the new meter, as provided under the District's standard provisions for determinations of required meter size.

For example, a property is currently served by a 3/4" meter, and an account holder requires an increased meter size to 1".

CCRF for 1" meter	\$27,414
Credit for past charges for ¾" meter	\$16,448
Difference	\$10,966

- (i) Exception: Increased meter sizes for accounts with multiple dwelling units or hotel rooms will require review by the District. In such a case, the District shall respond to the request for a larger meter within 30 calendar days.
- (ii) Exception: Exceptions may be identified and, pending approval by the District Board, incorporated into this Resolution without modification to the basic methodology described in this Resolution.

- c. Decreases in Meter Size Service or Termination of Water Service No Parcel or Property Subdivision
 - (i) In the event that an account holder applies for additional District meters to serve a change in existing land use or property use in the absence of a property or parcel split, the District shall apply a credit for the existing meter to any new Capital Cost Recovery Fees imposed by the District for the new meters only.

For example, an account holder with a 2" meter wishes to construct a project with 12 dwelling-units and twelve 3/4" meters and one 1" meter.

CCRF for 1" meter	\$27,414
CCRF for twelve 3/4" meters	12 x \$16,448 = \$197,376
Total new CCRF charges	\$ 224,790
Credit for past charges for 2" meter	\$87,723
Difference	\$137,067

No refund will be extended should the Capital Cost Recovery Fees for the new meters be less than the contributions made by the existing meter.

(ii) There may be instances when an account holder desires to decrease the size of a meter in the absence of a property or parcel split. In such an event, the District will not refund a customer or account the difference in accumulated Capital Cost Recovery Fees between the original meter and the newly installed smaller meter.

For example, an account holder wishes to replace an existing 3" meter with a 2" meter. Although the accumulated Capital Cost Recovery Fees for a 2" meter is less than the fees for a 3" meter , the District will not refund the difference of the accumulated Capital Cost Recovery Fees. The presumption by the District is that the land use or function of the property has changed and previous uses were accurately met by the original 3" meter.

CCRF for 2" meter	\$87,723
Credit for past charges for 3" meter	\$197,378
Difference	\$109,655
Refund	\$0

(iii) There may be instances when an account holder desires to remove an existing meter from a parcel or property (termination of service) in the absence of a property or parcel split. In such an event, the District will not refund or credit an account the Capital Cost Recovery Fees imposed upon the account holder. However, the District retains the right to evaluate the contributions made by an account holder if a request by the account holder is made in writing to the Board to re-evaluate past Capital Cost Recovery Fees in the event that a meter

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is re-installed on the property or parcel. Such a request shall include information deemed necessary by the General Manager and/or District Engineer.

For example, an account holder desires to have a 2" meter removed in June 2009, but later requests to have the meter re-installed. In such a case, the District may factor in the previous payments or contributions made by the account holder in order to reduce the Capital Cost Recovery Fees for said account.

- (1) Exception: Any meter removed prior to July 1, 1997 shall not be eligible for the review discussed above. In such a case the full Capital Cost Recovery Fee shall be imposed on the account for the installation of a new meter.
- d. Decreases in Meter Size Service or Termination of Water Service in Connection with Parcel or Property Subdivision
 - (i) In the event that a parcel or property is subdivided, the accumulated Capital Cost Recovery Fees shall be assigned to the original property owners.
 - (ii) A request for meter removal (termination of service) from a subdivided parcel owner shall not result in a credit or refund of accumulated Capital Cost Recovery Fees or debt payments.
 - (iii) Notwithstanding the above sections, upon the request of a parcel owner, the District may review the contributions to Capital Cost Recovery Fees and may permit special dispensation of paid Capital Costs Recovery Fees should a new meter or meters be installed at a later time. Such a request shall be made by the parcel owner in writing for review and approval by the District Board.
- e. Decreases in Meter Size Service or Termination of Water Service for Master Meter Residential and Hospitality accounts
 - (i) In the event that a master meter residential account or hospitality account applies to replace an existing meter with additional meters due to changes in existing land use or property use in the absence of a property or parcel split, the District shall apply a credit for said existing meter to any new Capital Cost Recovery Fees imposed by the District for the new meters.
 - (ii) A request for meter removal from a subdivided parcel shall not result in a refund of accumulated Capital Cost Recovery Fees or debt payments if no new meters are installed on the property.
 - (iii) Notwithstanding the sections above, upon the request of a parcel owner, the District may review the contributions to Capital Cost Recovery Fees and may permit special dispensation of paid Capital Cost Recovery Fees should a new meter or meters be installed at a later time. Such a request shall be made by the property owner in writing for review and approval by the District Board.

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f. Fire Meter Service for Fire Sprinklers

Separate water service connections for fire sprinklers are required for certain structures and uses within the District. These meters are sized based on the need for maximum short duration flow capacities.

g. Changes in Fire Meter Service

- (i) The District does not require or size fire services and shall not assume any responsibility associated with inappropriately sized service. As such any variation in fire service size is assumed to have been deemed appropriate by the property owner and an outside regulatory agency.
- (ii) In the event that a larger fire service is to be installed, credit for any existing fire service that is removed will be granted to an account holder using the same methodology described in the sections above.
- (iii) No refund will be provided to account holders requesting removal of an existing fire service.

h. Other Changes to Meter or Services

- (i) There may be circumstances of meter or fire service changes, or termination of service not specifically addressed in the sections above. In such cases, the District may review the contributions to Capital Cost Recovery Fees and may permit special dispensation of paid Capital Costs Recovery Fees. Such a request shall be made by the property owner in writing for review and approval by the District Board.
- 4. The imposition of the Capital Cost Recovery Fee shall not be counter to the legislative requirements of 2016 Assembly Bill 1069. This fee structure may change upon review and adoption of land use zoning rules developed by the City of Carpinteria and County of Santa Barbara.
- 5. The imposition of the Capital Cost Recovery Fee shall not preclude other fees and charges to be imposed on District account holders.
 - a. Connection Fees for installing new services and meters or associated with changes to existing meter or service will continue to be charged in addition to the Capital Cost Recovery Fee, based on actual costs plus overhead and equipment charges as approved by the District. The District will continue to require a deposit to cover the estimated District costs related to such service installation.
- 6. The Capital Cost Recovery Fee is effective upon adoption and shall continue until changed by action of the District Board.
- 7. Any judicial action of proceeding to attach, review, set aside, void or annul this Resolution shall be commenced within 120 days of adoption.

Robert Mc Donald, Secretary

PASSED AND ADOPTED by the Governing Board of the Carpinteria Valley Water District on the 13th day of December, 2023 by the following vote:

AYES:

NAYES:
ABSENT:
ABSTAIN:
PASSED AND ADOPTED THIS 29th day of November, 2023

APPROVED:

Case Van Wingerden, President

ATTEST:

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TOC

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Memo

To: Board of Directors

From: Norma C. Rosales, Assistant General Manager

cc: Bob McDonald, General Manager

Date: December 13th, 2023

Re: Updated Rules and Regulations

Staff have proposed revisions to the following Rules:

RULE	PAGE	DESCRIPTION
Appendix B	55	Updated the tables in Appendix B with the proposed Capital Cost Recovery Fee (CCRF) charges for water and fire meters.
Appendix D/ Resolution 1152	59-67	Updated text of the CCRF resolution to reflect the revised methodology proposed to the Board. Updated the CCRF tables and examples within the resolution to match the proposed CCRF charges.
Appendix E/ Resolution 1150	68-91	Reduced default CIP value for CII customer classes. Modified CIP calculation and default CIP value for Temporary customer class.



RULES AND REGULATIONS

2023-24

Adopted by the Board of Directors

December 13th, 2023

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APPENDIX A: Water Rates and Charges Summary	(Attached)
APPENDIX B: Capital Cost Recovery Fee Schedule	(Attached)
APPENDIX C: Miscellaneous Service Fees and Charges	(Attached)
APPENDIX D: Capital Cost Recovery Fee	(Attached)
APPENDIX E: Explanation of Rates and Charges	(Attached)
APPENDIX F: Applications for Service / Termination of Service	(Attached)
APPENDIX G: AMI Meter Reading Opt-out Application	(Attached)
APPENDIX H: Example for determining agricultural account class eligibility	(Attached)

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CARPINTERIA VALLEY WATER DISTRICT RULES AND REGULATIONS

1. RULES AND REGULATIONS

- a. These Rules and Regulations shall be known as "The Rules and Regulations of Carpinteria Valley Water District".
- b. No officer, agent or employee of Carpinteria Valley Water District (District) shall have any authority to waive, alter or amend in part or in whole, these Rules and Regulations.
- c. These Rules and Regulations may be amended, added to or revoked in whole or in part, at any meeting, general or special, of the Board of Directors of Carpinteria Valley Water District, a quorum being present, by a majority vote of the Directors, provided that a written notice of any proposed amendment, addition or revocations shall have been delivered to each Director prior to any such meeting.
- d. The term "customer" as used in these Rules and Regulations, is defined to mean the person(s) served water as a result of having made an application for service as provided for in these Rules and Regulations. <u>Rule 11</u> identifies the various customer classes recognized by the District and the definition of independent water service entities. Customers by receiving water service implicitly agree to abide by these Rules and Regulations.

2. AREA SERVED, CONDITIONS OF SERVICE AND SERVICE INTERUPTABILITY

Except as provided by law and in these Rules and Regulations, only those lands lying within of Carpinteria Valley Water District Boundary, and no other lands, with the exception of lands served by agreement with Casitas Municipal Water District in Ventura County will be served with water from the works of Carpinteria Valley Water District.

Service of water shall be subject to the terms and conditions of these Rules and Regulations and the terms and conditions of a certain contract dated April 15, 1995, Master Contract

Renewal #175R-1802R between Carpinteria Valley Water District and the United States Bureau of Reclamation.

The District does not guarantee continuous delivery of water. Routine and emergency repairs to District facilities, infrastructure and appurtenances may require the District to discontinue water flow in any portion of its service area. With the exception of emergencies, reasonable effort will be made to inform customers affected by such service interruptions prior to the discontinuance of service. As noted in <u>Rule 25</u>, the District assumes no responsibility for damages or losses that may occur to customers' apparatus and appliances.

3. APPLICATION FOR SERVICE

- a. **New or Enlarged Connections:** A written application for water service must be made for new or enlarged service connections. Said application shall be made to the District on a form provided by the District and available to the applicant at the District Office.
- b. <u>Owner Occupants:</u> In addition to providing personal and contact information regarding water service [Owner Application], owner occupants shall be asked to sign a continuing service agreement whereby ongoing monthly service charges associated with water service will be paid for until such time as the property has been transferred to another owner or a tenant occupant has become the customer of record. However, property owners continue to assume responsibility of all unpaid charges incurred by their tenants.
- c. <u>Tenant Occupants:</u> In addition to providing personal and contact information regarding water service [<u>Tenant Application</u>], tenant occupants will be responsible for obtaining a signature from the property owner or duly appointed representative whereby the property owner assumes responsibility of unpaid water service charges in the event the tenant occupant terminates water service and fails to pay.

All applications for new service connections must be accompanied by the Connection Fees as required in Rule 9 of these Rules and Regulations, and in addition, the applicant must establish credit with the District as set forth in Rule 4.

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4. CREDIT OF APPLICANT

- a. <u>Establishment of Credit:</u> No later than 14 working days after the commencement of service, each applicant must establish credit with the District by any one of the following methods:
 - (1) If the applicant provides sufficient evidence of creditworthiness established on another Carpinteria Valley Water District service account, as determined solely by the Manager or his designee, credit will be deemed established.
 - (2) By a cash deposit with the District in the amount required by Rule 6, hereof.
 - (3) By receipt of a letter or e-mail from another public water agency with the following information confirming the customer's good credit account history for a current account with that agency:
 - (i) Date account was open.
 - (ii) Statement that there have been no shut offs for non-payment or late payments in the last 2 years.

A current account includes an account closed at the request of the customer within 60 days of the date of the new service request. The District must receive a customer's letter of credit no later than 14 working days after commencement of service.

b. Re-Establishment of Credit:

- (1) If a customer fails to pay a water bill within fifteen (15) days after presentation of said bill, as set forth in <u>Rule 5</u>, then, even though the customer's service has not been disconnected as set forth in <u>Rule 13(d)</u> hereof, said customer may be required to re-establish credit with the District by making a cash deposit in the amount required by <u>Rule 6</u> of these Rules and Regulations.
 - Customers who are delinquent on their payments may be contacted by the District via telephone, letter or electronic means.
- (2) If a customer fails to pay a water bill within fifteen (15) days after presentation of a second notice that the bill is due and owing, then whether or not service has been disconnected as provided in Rule 13(d), said customer may be required to

re-establish credit with the District by making a cash deposit with the District in an amount equal to twice the estimated average of a bill for the account class to be rendered.

Customers who are delinquent on their payments may be contacted by the District via telephone, letter or electronic means.

5. PRESENTATION AND PAYMENT OF BILLS

Bills for services by the District will be presented by the District for payment at monthly intervals and all of said bills will be due and payable upon presentation of said bill to the customer.

Bills shall be considered presented when either delivered personally to the customer or when deposited in the United States mail, postage prepaid, and addressed to the customer at the address shown on the customer's application for service. The District offers a direct payment service whereby monthly water bills are automatically deducted from a customer's checking account. Forms for such service are available at the District office or the District's website.

Payments may be made at the District office. Customers making credit card payments at the District office must show proof of identity upon payment. Electronic payments may be made through the District's website (www.cvwd.net or https://www.municipalonlinepayments.com/cvwdca). In addition, credit card payments may be made over the telephone through the District's 'Interactive Voice Response' (IVR) third-party service. A service fee for processing electronic and telephone payments may be applied by the District or third-party service provider. Service charges are specified in the District's annual fee table in Appendix C.

If the District receives a returned check from the bank, the customer shall be charged a returned check fee as specified in the District's annual fee table in Appendix C.

In the event that the District receives a second returned check from the bank for non-sufficient funds (either personal check or automatic clearing house check), a customer will be required to pay subsequent water bills in cash, credit card or cash equivalent (cashier's check, money order etc.) for twelve months. The customer will have 2 days to bring the account to good

standing and pay all returned check fees and any penalties and charges for service termination.

6. DEPOSITS

- a. <u>Deposit Amount</u> The amount of cash deposit necessary to establish credit, as required by Rule 4 for all customer classes, shall be a sum equal to twice the estimated average bill for the account class rendered.
- b. **Refund of Deposit**: Where service has been ordered permanently discontinued by the customer, all money on deposit with the District for the purpose of establishing credit will be first applied to the payment of any bills due and owing the District, and the balance of said deposit, if any, will be refunded to the customer.

The District will review the account history of each customer after two years. If the account is in good standing after two years a credit of the amount of deposit will be applied to the account of the customer of record. Good standing requires no late fees within the two-year period. If a customer has their deposit credited to their account after the two-year period and they receive in excess of one late fee within any following two-year period they may be required to pay a deposit amount (see 6a for amount) to return their account to good standing. Said deposit must be paid prior to reconnecting service after their second late fee.

- c. <u>Failure to Pay</u>: The District must receive said deposit within 14 working days of the service start date or shut off procedures will begin immediately..
- d. <u>Lifeline Program</u>: The District will apply a 20% credit to the total Monthly Service Charge every month for qualified residential or Multi-Family customers. Master metered customers will also receive a credit of 20% of the per dwelling unit Monthly Service Charge for each qualified unit. Customers, including those served by a master meter, must be verified CARE participants to qualify. Monthly Service Charges are defined in <u>Appendix A</u> and <u>Appendix H</u> include example calculations.

To participate in the District's Lifeline program, the applicant must be a qualified participant in Southern California Edison's CARE program, Southern California Gas

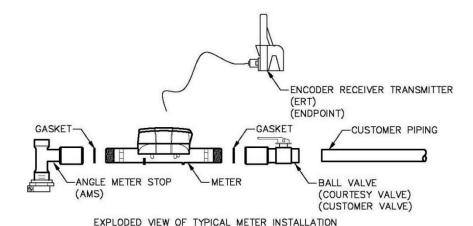
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Company's CARE program or the LIFELINE program administered through their local telephone provider. See the California Public Utilities Commission's website (http://www.cpuc.ca.gov/PUC/CEC/d_lowerbill.htm) for more information on how to qualify for these programs. Verification is deemed complete upon District customer submitting a current Edison or Southern California Gas bill confirming their participation in the CARE Program.

7. INSTALLATION, DOWNSIZING, MODIFICATION AND REMOVAL OF WATER SERVICE CONNECTION

- a. Upon approval by the District of an application for water service connection and the receipt of any deposits or fees required to be deposited or paid by these Rules and Regulations, the District will furnish and install service pipe of suitable capacity from its water mains to the curb line of property abutting upon a public street, highway, public right-of-way, lane, alley, road or easement along which the District has, or will install, water mains.
- b. The District will determine the number of necessary service connections based on the following.
 - (1) For commercial, industrial, public authority and residential customers, the District shall consider the following:
 - Independent ownership or rental status; or
 - Separate or distinct parcel boundaries as identified by the County of Santa Barbara or City of Carpinteria.
 - (2) For agricultural or agricultural customers, the District shall consider the following: Independent ownership or rental status; or
 - Separate or distinct parcel boundaries as identified by the County of Santa Barbara or City of Carpinteria with the exception of contiguous parcels under the same ownership.
 - (3) For fire service customers, the District shall rely upon local and state construction standards and fire service organization needs.

- c. All customer piping and appurtenances as described in Section (1)&(2) below shall be installed by the customer and at the customer's sole cost and expense. Said piping and appurtenances so installed by the customer must conform to the California Plumbing Code; Local Building codes, Fire District Code and District specifications.
 - (1) A typical meter installation is depicted in Figure 1 below. The District is responsible for the proper operation and maintenance of the water meter including the gasket on the customer side of the meter. Piping and appurtenances including any shut-off or customer valve after the gasket and meter mounting hardware on the customer side of the meter are the customer's property and responsibility (see section c. below).



METER

PROFILE VIEW OF TYPICAL METER INSTALLATION

Figure 1

(2) A typical fire line installation is depicted in Figure 2 below. The District is responsible for the proper operation and maintenance of the service line including the gasket on the District side of the backflow device and the detector meter on the device. Piping and appurtenances including any shut-off or customer valves after the gasket are the customer's property and responsibility.

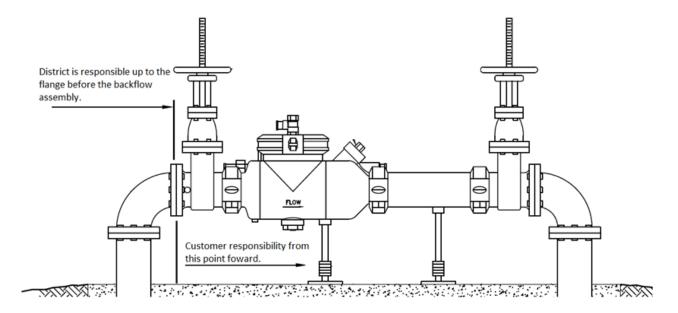


Figure 2

- d. If a customer owns more than one property within the District and conditions or water requirements for one property has changed a customer may request for a service connection to be moved. Under such a request the following shall apply:
 - (1) Provided suitable outlets exist, a service may be moved from one property to another on a cost plus40% basis for materials and outside services; cost plus 55% for equipment and cost plus 85% for labor. Equipment shall be charged at rates as specified in the District's annual fee table in Appendix C. Deposits will be required based on meter size as specified in the District's annual fee table in Appendix C. Valves, check valves, and meter shall be installed in the new location and such pipe and fittings as are suitable for re-use shall be used. The District shall be the sole judge of suitability of pipe and fittings for re-use.

- (2) A service vacated in section (1) above, may be replaced with a new service of a size mutually satisfactory to District and customer, on a cost plus 40% basis for materials and outside services; cost plus 55% for equipment and cost plus 85% for labor. Equipment shall be charged at rates as specified in the District's annual fee table in Appendix C. Deposits will be required based on meter size as specified in the District's annual fee table in Appendix C. Such a service will require the customer to pay the appropriate Capital Cost Recovery Fees for the new meter.
- e. Downsizing may be done upon receipt of a completed application by the customer, subject to the following:
 - (1) A favorable engineering feasibility and water needs analysis performed by the District; and
 - (2) Payment of deposit for District expenses, based on meter size as specified in the District's annual fee table in Appendix C.

When downsizing a service, the District will install and connect all devices and appurtenances on the District side of the meter. The customer shall contract with an appropriate vendor to connect the new meter to the existing water service on the customer side of the meter (see section b.(1) above).

No adjustment of the Capital Cost Recovery Fees will be considered for meter downsizing. Any subsequent replacement with the original or larger meter service will be subject to the then prevailing Capital Cost Recovery fee schedule and regulations (see Appendix B for current fees and Appendix D for CCRF methodology).

- f. A customer may request the removal of a redundant or unwanted meter, for which approval is subject to the following:
 - A favorable engineering feasibility and water needs analysis performed by the District; and
 - (2) Payment for District expenses, based on meter size as specified in the District's annual fee table in Appendix C.

The District reserves the right to remove all service lines and appurtenances to the distribution main at the customer's expense. The cost for such a removal will be done on a cost plus 40% basis for materials and outside services; cost plus 55% for equipment and cost plus 85% for labor. Equipment shall be charged at rates as specified in the District's annual fee table in <u>Appendix C</u>. There will be no refund of Capital Cost Recovery Fees in accordance to District Resolution 870 (see <u>Appendix D</u>). Deposits will be required as in Rule 9(a).

A meter approved by the District for removal or removed after customer request or failure to pay may be re-installed upon request of a customer, and will be done on a cost plus 40% basis for materials and outside services; cost plus 55% for equipment and cost plus 85% for labor. Equipment shall be charged at rates as specified in the District's annual fee table in Appendix C. Capital Cost Recovery Fees based on the size of the meter must be paid in accordance to District Resolution 870 (see Appendix D). Deposits will be required as in Rule 9(a).

8. WATER SYSTEM EXTENSIONS

a. The District may, upon written application, extend its water distribution system inside the District to serve a new customer or group of customers. New customers shall be those who make application for service from such extensions, in accordance with District Rules and Regulations, prior to the time construction work is started on said extension, and who agree to pay charges and regular rates for water service from the date of completion of the extension, or as service is available to each parcel, as the work progresses. Such charges and rates are published in appendices A,B &C of these Rules and Regulations. Extension of the District's System will require a "Facilities Extension Agreement" between the District and the customer(s) applying for the extension.

Should an extension require construction of public water facilities, the District will decide if the extension will be constructed by District personnel or an District approved contractor. In the event that the District undertakes the construction, the applicant(s) shall deposit with the District, in advance and before construction is started, an amount which shall be the District's estimate of the entire cost of the extension. "Cost

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of Installation" includes all labor, material, equipment, engineering and miscellaneous items furnished or used in making such extension, and will be done on a cost plus 40% overhead basis for materials and outside services; cost plus 55% overhead for equipment and cost plus 85% overhead for labor. Equipment shall be charged at rates as specified in the District's annual fee table in Appendix C. Upon completion of the extension, the actual cost thereof shall be retained by the District and the balance, if any returned to the applicant(s). In the event the amount deposited does not cover the cost of the extension, the applicant(s) shall pay the balance due, upon demand.

- b. Upon completion and acceptance of the extension, the applicant(s) shall dedicate the water facilities and appurtenances to the District. The dedication will convey ownership of the new facilities to the District in Fee.
- c. In the event that the District requires an extension with a pipe size larger than necessary to serve the property of the applicant(s), the additional cost on account of installing a larger than necessary pipe, shall be borne by the applicant(s). Such costs will be included in the actual costs of said extension, but may be subject to refund as in Section 8(d) below.
- d. For a period of ten (10) years, commencing with the date of acceptance of the extension by the District, the District will refund to the applicant a pro rata share of moneys which the District may collect on account of a "Benefited Property Charge" for such extension, as said charge is hereinafter defined. The District shall be under no obligation, however, to take legal action to enforce collection of said "Benefited Property Charges", and does not hereby create or establish any rights of the applicant as a third party beneficiary to any agreement or action by the District.
 - (1) Upon completion and acceptance of an extension, the actual costs of said extension, exclusive of public fire hydrants and services which are attributable to the applicant(s) as determined by the District, shall be prorated to all parcels, including the applicants, which in the sole opinion of the District, will be, or in the future may be, benefited by water service connections from said extension.
 - (2) Applicant shall be given a description of the parcels, which will be subject to the benefited property charge. The costs so pro-rated as to parcels of real property

not owned by the applicant, or any of them if there be more than one, as of the date of acceptance of the extension, shall be known as the "Benefited Property Charge". Prior to the service of water to any parcel of real property, for which parcel there has been allocated a Benefited Property Charge, the applicant(s) for water service to said parcel shall pay to the District, said charge, which payment shall be in addition to any other required by these Rules and Regulations on account of water service connections.

- (3) In no event shall the total amount refundable to any applicant(s) exceed the total cost of the extension attributable to the applicant(s) and no refund shall be made after said ten (10) year period, even though the District for its own benefit may still continue to collect all charges allocated to each party benefited.
- e. The District shall hold title to all accepted pipe line extensions. The District reserves the right at all times, to add any extension or additional metered customers to an extension, without procuring the consent of any party or parties contributing to the cost of the original or subsequent extension.
- f. Where possible, water main extensions and any related facilities shall be installed in streets or roads formally dedicated to public use. In the event that private land must be traversed with District facilities, a legal easement shall be established and dedicated to the Carpinteria Valley Water District.
- g. All extensions of water mains shall be made in accordance with the plans and specifications as approved by the District Engineer, who will determine the size of facilities required and will estimate the cost of all work to be done.
- h. If pumping is required on any extension, to provide adequate pressure served by Gobernador Reservoir (approximately 350 feet elevation Pressure Zone I) and served by Shepard Mesa Tank (approximately 650 feet elevation (Pressure Zone II) surcharges per 100 cubic feet shall apply These surcharges are described in the District's annual fee table in Appendix C.
- i. If pumping plants, storage facilities or any other related facilities are required in order to provide water service, including fire services, such facilities shall be included in the

costs of the extension. The District shall determine the number and size of pumping plants, storage facilities or any other related facilities, which shall be constructed as a part of the distribution system extension, at the sole cost of the applicant(s).

j. The applicant(s) shall provide the District, without cost to the District, all necessary reservoir sites, easements and rights-of-way for said storage facilities, pumping plants or related facilities, including rights-of-way for necessary roads, power and communication. In the event that necessary sites, rights-of-way or easements are on property other than that owned by the applicant(s) and the applicant(s) is unable to acquire said sites, rights-of-way or easements, by negotiation, the District may, but shall be under no obligation to, use its power of eminent domain to acquire said sites, rights-of-way or easements, after the applicant(s) has first deposited with the District, the total estimated cost of said acquisition. Any difference between the amount deposited and the actual total cost of acquisition, shall be adjusted by a refund or additional payment, as the case may be.

All of the foregoing provisions of this Rule, which are applicable to main extensions, shall also apply to reservoirs, pumping plants, or other related facilities, except that in no event shall the District be obligated to pay any costs on account of installing a reservoir, pumping plant or other related facilities larger than necessary to serve the property of the applicant.

9. CONNECTION FEES

a. The fees for making new service connections, re-installations, removals or for enlarging service connections already in existence, shall be at District's cost plus overhead of 30% on materials and outside services, and cost plus 55% for labor and equipment. Equipment shall be charged at rates as specified in the District's annual fee table in Appendix C. Deposits in the amounts as shown in the District's annual fee table in Appendix C. will be required based on meter size. If the amount of the deposit is less than the actual costs, the customer will be billed for the balance. If the amount of the deposit is more than the actual costs, the balance will be refunded to the customer. An itemized billing will be given for all installations.

- b. Service piping shall be no less than the meter size. Minimum service piping shall be 1" size for 3/4" meter, 1" size for 1" meter and 2" size for 1 ½" meters.
- c. If the division of a parcel of land or change in land use has resulted in a larger service than that required by Rule 12, for the remaining area, the District shall, at the request of the customer and upon payment of all necessary costs and fees, remove the existing service and replace same with an appropriately sized service to satisfy the remaining area. No refund is to be made by the District for the existing connection or meter (See Appendix D).
- d. Subject to <u>Rule 7</u> above, all service connections and meters with appurtenances installed, regardless of size, shall remain the property of the District.

In addition to the standard connection fees in <u>Rule 9</u>, the District will comply with the requirements of the Regulations of the California Administrative Code, Title 17, known as "Cross Connection" regulations (see <u>Rule 35</u>).

10. CAPITAL COST RECOVERY FEES

- a. Rates for the Capital Cost Recovery Fees shall be determined in the annual schedule of rates and charges as adopted by the Board of Directors as attached in Appendix
 B.
- b. The Capital Cost Recovery Fee for new service connections shall be charged based on the size of the new meter required for the property as calculated by the District and shall be charged at the time of issuance of such new meter. New water service connections or changes to existing services shall follow the methodology described in Resolution 870 (see Appendix D) and adhere to the annual Capital Cost Recovery Fee table provided in Appendix B.
- c. The Capital Cost Recovery Fee for larger meters which replace an existing active meter shall be equal to the difference between the current Capital Cost Recovery Fee for the new meter required, and the Capital Cost Recovery Fee for the previously installed meter service. Examples for such changes are specified in Resolution 870 (see Appendix D).

- d. Separate water service connections for fire sprinklers are required for certain structures and uses within the District. These meters are sized based upon the need for maximum short duration flow capacities rather than on the District's standard meter size requirements for estimated water use for the building, property size or use proposed. New fire service connections or changes to existing services shall follow the methodology described in Resolution 870 (see Appendix D) and adhere to the annual Capital Cost Recovery Fee table provided in Appendix D.
- e. Connection Fees for installing new water and fire services and meters will continue to be charged in addition to the Capital Cost Recovery Fee, based on actual costs plus overhead and equipment charges as determined by the District. The District will continue to require a deposit to cover the estimated District costs related to such service installation.
- f. All deposits and fees for service installation must be made in full prior to the District's approval of a construction agreement. All Capital Cost Recovery Fees must be paid in full prior to the installation of a meter. The District encourages new customers to work with District staff to properly time the installation of new meters and services. In the event that Capital Cost Recovery Fees are paid without a scheduled date for meter installation (pre-pay) the customer shall be responsible for all Capital Cost Recovery Fees that accrue between the time of initial payment and time of meter installation. The District will not provide final project approval (including but not limited to Certification of Occupancy) until all fees, charges and deposits have been paid in full.

11. WATER RATES AND CHARGES

The District's application of water rates and charges considers the customer's account class, number of residential dwelling units, size of service, historical usage, and pumping zone.

a. <u>Residential dwelling unit:</u> a building or structure or portion thereof designated or occupied in whole or in part as a residence or sleeping place, either permanently or temporarily, which includes sanitary facilities, and one kitchen provided within the unit. For purposes of this definition an attached or detached residential second unit

of 750 sqft or greater shall be considered a separate residential dwelling unit (See Rule 17 for definition of accessory dwelling unit). District staff shall make determinations regarding whether a structure or building constitutes a residential dwelling unit upon review of all development proposals, a request for new water service, or periodic review and inspection of existing service connections. Communal buildings in multi-family complexes (e.g., laundry rooms, community centers) do not count as separate dwelling units.

b. Account classes

- (1) **Single Family Residential** accounts are exclusively for domestic residential use excluding multi-family and master meter residential units (see definitions below).
- (2) Master Meter Residential accounts are exclusively for meters serving two or more residential dwelling units.
- (3) Multi-Family Residential accounts are exclusively for domestic multi-family residences (two or more) units that are individually metered but have at least one shared wall.
- (4) Landscape accounts irrigate landscaped medians, parks, lawns, or gardens on public parcels and private residential, commercial, and industrial parcels. (see <u>Rule 17</u> below.)
- (5) Commercial accounts are in whole or in part for commercial use including but not limited to adult living facilities, assisted living facilities, dormitories, extended care facilities, foster care facilities, group homes, orphanages, residential care facilities, transitional care facilities. Some commercial accounts within the District have one meter serving multiple businesses or locations.
- (6) **Hospitality** accounts are in whole or in part for use by hotels, hostels, and motels. Hospitality accounts have one meter serving multiple rooms/dwelling units.
- (7) **Industrial** accounts are in whole or in part for industrial use.
- (8) Public Authority accounts are in whole or in part for a federal, state, county, city or special district public agency such as schools, hospitals, or similar use as determined by the District's General Manager.

(9) Agricultural accounts use water for agricultural purposes which may include commercial poultry or livestock operations. Agricultural accounts must meet specific meter size and acreage requirements as summarized in the table below and outlined in the text below.

Customers requesting the agricultural account classification must provide a planting plan and irrigation plan for the parcel, and must show the proposed or existing agricultural coverage.

All meters approved for the agricultural account class must install meter protection as described in Rule 35.

Table. Summary of requirements to qualify as Agricultural account class

Meter status	Approval	Meter size	Irrigated acreage
New	Not eligible	3/"	n/a
		1"	n/a
	Automatically approved	≥1½"	2-3 acres
		2"	3.1-36 acres
		3"	36.1-105 acres
		≥4"	≥105.1 acres
Existing	May be approved upon review	3/″	0.33-1.99 acres & ≥ 50% permeable parcel area
		1"	0.33-1.99 acres & ≥ 50% permeable parcel area
		1 ½"	2-3 acres
		2"	3.1-36 acres
		3"	36.1-105 acres
		≥4"	≥105.1 acres

- (iii) New meters that meet the following requirements automatically qualify as agricultural accounts.
 - (a) New 1 ½" meters to irrigate 2-3 acres for commercial agricultural purposes.
 - (b) New 2" meters to irrigate greater than 3 and up to 36 acres for commercial agricultural purposes.

- (c) New 3" meters to irrigate greater than 36 and up to 105 acres for commercial agricultural purposes.
- (d) New 4" or larger meters to irrigate greater than 105 acres for commercial agricultural purposes.
- (iv) New meters that are 3/4" or 1" in size cannot qualify as agricultural accounts.
- (v) Existing 3/4" or 1" meters that meet the following requirements may qualify as agricultural accounts. Appendix K provides an example calculation.
 - (a) Irrigate at least 0.33 acres and less than 2 acres for agricultural purposes.
 - (b) Irrigate at least 50% of the permeable area of the parcel for agricultural purposes. Permeable areas exclude hardscape like residential structures and driveways.
- (vi) Existing 1 ½" or larger meters that meet the following requirements may qualify as agricultural accounts.
 - (a) Existing 1 ½" meters to irrigate 2-3 acres for commercial agricultural purposes.
 - (b) Existing 2" meters to irrigate greater than 3 and up to 36 acres for commercial agricultural purposes.
 - (c) Existing 3" meters to irrigate greater than 36 and up to 105 acres for commercial agricultural purposes.
 - (d) Existing 4" or larger meters to irrigate greater than 105 acres for commercial agricultural purposes.
- (vii) Existing meters that do not meet the acreage requirements specified in this rule cannot qualify as agricultural accounts.
- (viii) If a customer is approved as the agricultural account class but has not finished implementation of their agricultural operations (e.g., planting crops) at the time of approval, the customer must complete implementation within two years of approval. After two years if the District

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- determines the customer has not completed implementation the District may change the customer's account class.
- (ix) The General Manager's determination whether an account qualifies as agricultural shall be final, unless an appeal by the customer within thirty (30) days of receipt of written notice of such determination is made to the District's Board, in which case the determination of the Board made at a public meeting with notice to the customer shall be final. Any determination by the District, however, may be subject to change based upon Contract #I75R-1802R as referenced in Rule 2 above.
- (10) Fire accounts provision water to a customer designated as a closed water distribution system or network with the sole purpose or function of fire suppression.
- (11) **Temporary** accounts apply to circuses, bazaars, fairs, temporary restaurants, construction works, or temporary emergency services for residents, etc., of a temporary nature.
- c. Size of Service: (See Rule 12).
- d. <u>Monthly Service</u>: The minimum monthly service charge for metered services, regardless of the amount of water used by a customer during any given month or fraction thereof, shall be in accordance with the schedule of rates and charges as adopted by the Board of Directors as attached in Appendix A.
- e. <u>Water Measurements</u>: Except as these Rules and Regulations otherwise provide, all water supplied by the District shall be measured by standard water meters, and a hundred cubic feet shall be the standard unit of measurement.
- f. <u>Meter Water Rates</u>: The rates charged by the District for water furnished through meter service, shall be in accordance with the annual schedule of rates and charges as adopted by the Board of Directors as attached in <u>Appendix A</u>.
- g. <u>Surcharge for Pumping</u>: Customers receiving water in certain pressure zones may require the District to pump or re-pump water. To provide proper service, the District

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may install a connection in these pressure zones, and will apply the following surcharge:

Pressure Zone I: Connections served by the Gobernador Reservoir

(See Appendix A for current surcharge)

Pressure Zone II: Connections served by the Shepard Mesa Tank

(See Appendix A for current surcharge)

12. MAXIMUM FLOW

Nothing herein contained shall be construed as, nor shall it constitute a representation by the District that said maximum rate of flow will be available to any customer at any specified time or times.

Maximum flow allowed through meters of various sizes shall be as follows:

32 gallons per minute
1" meter
55 gallons per minute
1 1/2 " meter
2" meter
160 gallons per minute
3" meter
375 gallons per minute
4" meter
700 gallons per minute

Customer shall be responsible for rate of flow through meter and violation of this rule shall be grounds for discontinuance of service.

13. DISCONTINUATION OF SERVICE

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a. <u>Request for Discontinuation</u>: A customer may at any time request discontinuation of service by completing a Request for Termination of Water Service form. Said request must be received by the District office at least one (1) business day prior to the date on which discontinuation is desired. Such request for discontinuation may

include a request for service removal, in which case the District, upon notice to the record property owner, may remove the installed meter service.

- b. <u>Vacating of Premises</u>: A customer who vacates a premises for which he has been served water and who fails to request discontinuation in the manner provided in Section (a) of this Rules and Regulations, shall be held responsible for all water consumed on said premises up until the time that the District has actual notice that said customer has vacated said premises.
- c. Continuation of Monthly Service Charge: Customers and/or property owners with an installed meter service, whether the meter is on or off are required to pay a monthly service charge. If the monthly service charge is not paid according to these Rules and Regulations, the record customer will be notified by mail, with a copy of the notice sent to the address shown on the Santa Barbara County tax rolls if the record customer is different from the record owner. Failure to pay the monthly service charge within 60 days of the date of such notice could result in the removal of the meter. If the meter is removed for non-payment, or at the request of the customer or property owner, payment of a fee for the reinstallation of the meter as well as the applicable Capital Cost Recovery Fees as outlined in Appendix D (see also Rule 10).

d. Nonpayment of Bills:

(1) Non-Residential Delinquent Accounts: The District may discontinue water service to any customer who fails or refuses to pay any bill presented for service at any address with an outstanding balance within the District's service area. The District may discontinue service for non-residential customers within fifteen (15) days after the billing date. The sending of any further notice to a customer prior to such discontinuation by the District shall not constitute a waiver of the District's right to discontinue said service for nonpayment within said fifteen (15) day period (see Rule 13).

The District may discontinue or refuse to provide service for non-residential water customers at any new location who fails or refuses to pay any bill for service rendered at any former location within thirty (30) days after said bill for service at

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a former location has been presented at the address given by said customer on the application for service at said new location.

Customers who are delinquent on their payments may be contacted by the District via telephone, letter or electronic means.

- (2) Residential Delinquent Account: Delinquent residential accounts are Residential, Multi-Family, and Master Meter accounts that remains unpaid (and without having made payment arrangements or established an alternative payment schedule) by close of business on the 60th day after the billing date. An account for which no payment has been received after 60 days shall have their water service terminated. The following rules apply to delinquent accounts in accordance to California Health and Safety Code Division 104, Part 12, Chapter 6 [116900-116926]:
 - (x) <u>Late Fee:</u> If payment for a bill is not received by close of business on the 35th day after the billing date, a late fee will be assessed. The due date is displayed prominently on the bill. The District will make a reasonable, good faith effort to notify the customer by phone of an impending late fee 2 days before the due date identified on the bill. The District assumes no responsibility for phone or email contact information that has not been kept up-to-date by the customer.
 - (xi) Waiver of Late Fee: At the request of the customer and discretion of the Assistant General Manager, the District may waive the late fee if there are extenuating circumstances and the customer has not been assessed a late fee for delinquent payment in the preceding 24 months.
 - (xii) Alternative Payment Arrangements: Any customer who is unable to pay for water service within the normal payment period may request an alternative payment arrangement to avoid late fees or disruption of service. The District will consider all circumstances surrounding the request and make a determination as to whether the payment arrangement is warranted. Alternative payment arrangements include:
 - (a) Weekly or bi-weekly payments of any outstanding balance;

- (b) 12-month amortization of any outstanding balance.
- (xiii) A customer wishing to make alternative payment arrangements must contact the District and request, in writing, either a weekly or bi-weekly repayment schedule or a 12-month amortization plan. This letter must include the following:
 - (a) Customer's name, address and account number
 - (b) Requested payment alternative
 - (c) Signature and date
- (xiv) The District will review this application for payment and re-issue a copy of the original bill to the customer with repayment amounts and payment commencement date.
- (xv) <u>Medical Necessity and Financial Hardship:</u> Water service to an account will not be terminated if the customer of record meets all three of the following conditions:
 - (a) The customer of record is willing to enter into an alternative payment arrangement outline in (iii) above;
 - (b) A Primary Care Provider (General Practitioner, Obstetrician/Gynecologist, Pediatrician, Family Practice Physician, Primary Care Clinic, Hospital, or Outpatient Clinic) certifies that the termination of service will be life threatening or pose a serious threat to the health and safety of any resident of the premises where water service is provided; and
 - (c) The customer of record can demonstrate that the household income is less than 200% of the Federal Poverty Level either through financial documents or through participation in CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children by any member of the household.

- (xvi) <u>Termination of Service:</u> In the event that an account has not made alternative repayment arrangements or meets the conditions of section (iv) above, the District will terminate service 60 days after the billing date. The service termination timeline will be:
 - (a) On or around the 32nd day after the billing date: telephone notification of imposition of the late fee;
 - (b) On or around the 45th day after the billing date: letter of late fee and intent to terminate service issued to customer of record. This letter shall state:
 - i. Customer's name, address and account number
 - ii. Past due amount
 - iii. Date by which payment or payment arrangements are required to avoid service termination
 - iv. Description of alternative payment options
 - v. Description of the process to dispute or appeal a bill
 - vi. District telephone number and website to District policies.
 - (c) On or around the 52rd day after the billing date: door tag indicating the date of service termination hung on the premises;
 - (d) On or around the 61st day after the billing date: termination and lock-out of water service and reconnection fee assessed (see <u>Appendix C</u> for reconnection charge).
- (xvii) Notice to Residential Tenants / Occupants: The District will make a reasonable, good faith effort to inform the occupants or property managers, by means of written notice to the service address, when the water service account is in arrears and subject to termination at least 7 days before water service is shut off. The written notice will advise the tenant/occupant that they have the right to become customers of the District without being required to pay the amount due on the delinquent account, as long as they are willing to assume financial responsibility for subsequent charges for water service at that address. The District will

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assess the fitness of a new customer of record and may refuse service at its discretion. A tenant assuming the responsibility of an account will not be charged the past due amount but will be responsible for paying a deposit for service.

- (xviii) Reconnection Charge: In any case where the District has discontinued the service of water to a customer for nonpayment of bills said customer shall not receive such service until and unless, the customer satisfies all requirements of these Rules and Regulations, pays to the District a fee to cover the administrative costs for such reconnection and pays all past due charges and penalties. The reconnection charge for customers demonstrating that the household income is less than 200% of the Federal Poverty Level shall not exceed \$50.00 during business hours or \$150.00 during evenings and weekends. (see Appendix C for the District's reconnection fees.)
- (xix) Failure to Comply With Alternative Payment Arrangements: In the event that a customer fails to meet an agreed-upon payment schedule (section iii), an account will be deemed delinquent beginning the date of the first missed payment and subject to termination of service 5 business days after notification.
- (xx) <u>Contact Information:</u> A customer wishing to appeal a water bill or make alternative payment arrangements can contact the Billing Department at (805) 684-2816 ext. 105.
- (xxi) <u>Disputed Bills and Monetary Penalties:</u> A customer may request a review of their water bill or other penalty in accordance to <u>Rule 15</u> of the District's Rules and Regulations. The District will not begin service termination procedures while a bill is being appealed or disputed.
- (xxii) Notification of Terminated Service: The District will provide a summary of terminated service connections on its website https://cvwd.net/customer-service/billing/terminated-services/ and provide a written and verbal report to the Board of Directors during the first meeting of the Board at the beginning of the fiscal year.

- (xxiii) Other Unpaid Bills Within the District: The District may discontinue or refuse to provide service to a customer at any new location who fails or refuses to pay any bill for service rendered at any former location within ninety (90) days after said bill for service at a former location has been presented at the address given by said customer on the application for service at said new location. Such accounts shall be subject to all other conditions outlined in Rule 13. (2) above.
- e. <u>Unsafe Apparatus or Appliances</u>: The District shall have the right to refuse or discontinue service of water to a customer if said customer's service apparatus or appliances or any part thereof shall at any time be deemed by the District to be unsafe or unfit for the service of water. The District may also refuse or discontinue the service of water to a customer if the use of said customer's apparatus or appliances for the service of water is prohibited or forbidden under the authority of any State, City, County or Municipal law, statute or ordinance, now or hereafter in existence, and the customer shall not be entitled to service of water until such time as he or she has put the apparatus or appliances in a condition deemed safe by the District or has complied with all of the same laws, statutes or ordinances, as the case may be.

Each customer shall be responsible for keeping their service apparatus and appliances in a safe and sound condition and in compliance with all applicable laws, statutes and ordinances. There shall be no obligation or duty upon the District to inspect said apparatus and appliances and the action of the District in serving water to a customer does not constitute a representation by the District that the customer's apparatus or appliances are in a safe condition and comply with all of the applicable laws, statutes and ordinances.

The District may also deem conditions that limit access to District meters and appliances to be unsafe and, therefore, be grounds for discontinuance of service. (See Rules 17 and 24.)

f. <u>Use of Service Apparatus or Appliances Detrimental to Other Customers</u>: The District may refuse or discontinue the service of water to any customer who has

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apparatus or appliances, the operation or utilization of which would be detrimental to or would interfere with the serving of water to other customers.

- g. <u>Violation of Rules and Regulations</u>: Violation of any of the Rules and Regulations of Carpinteria Valley Water District shall constitute grounds for the District to discontinue service of water to said customer.
- h. <u>Notice</u>: Except as otherwise herein provided, the District will not discontinue service to any customer without first giving said customer written notice of said discontinuation, including the reasons therefore and a reasonable time, as determined by the District, within which to remedy, cure or contest the facts upon which the discontinuation is based.
- i. <u>Door Tag Notice</u>: If an account is past due the District will not discontinue service without first hanging a door-tag at the service property. The door-tag will state the shut-off date and the amount that must be paid to avoid shut off. The District will charge for processing this door tag in the amount as shown in the District's annual fee table in <u>Appendix C</u>. Said fee will be assessed on a customer's account as of the penalty date and time shown on the Disconnect Notice, regardless if payment is received prior to the door-tag being delivered to the customer's property.

In the event that the District receives a Request for Discontinuance of Service and has not yet received a Request for Service the District will hang a door-tag giving the new occupant 24-hours to contact the District before service is discontinued.

Notwithstanding Rule 13 above, the District may, without notice, discontinue the service of water to any customer in any case where the District determines, in its sole discretion, that continuation of service would result in a waste of water or would constitute or create an immediate danger or hazard to either the customer or the District, or both.

14. RECONNECTION CHARGE

In any case where the District has discontinued the service of water to a customer for nonpayment of bills or for other violation of these Rules and Regulations, said customer shall

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not receive such service until and unless, the customer satisfies all requirements of these Rules and Regulations, pays to the District a fee to cover the administrative costs for such reconnection (see Appendix C) and has paid their past due balance. The customer will be required to pay the reconnection charge if the past due amount is not paid by 7:00 a.m. on the shut off date.

15. DISPUTED BILLS AND MONETARY PENALTIES

- a. In the event that a customer disputes or denies the accuracy of any bill, or requests reduction in payment due to a leak or some other similar problem on the customer side of the meter, the following procedure shall be followed:
 - (1) The customer shall deposit with the District an amount as determined by the District based on the normal average amount of water metered for the period in question (and associated meter charges) within the time required by Rule 13 hereof and shall accompany said deposit with a written statement that said customer believes the bill to be in error or in excess of normal usage due to a leak or some other similar misfortune and briefly stating the reasons for believing said bill is in error or that due to circumstance beyond the customer's control some reduction should be provided.
 - (2) The District will, upon receipt of said deposit and statement, give written notice to said customer that his or her bill will be considered by the Board of Directors of the District at the next meeting of the Board of Directors which next meeting shall not be sooner than 7 days after the giving of said statement by the District to said customer.
 - (3) At said meeting of said Board, the customer may appear in person or by his representative, and present whatever evidence he or she may have concerning the alleged error in his or her bill or basis for requested relief and the Board shall give its decision not later than ten (10) days after the conclusion of said meeting. Failure of a customer to give notice to the District of an error in or request for reduction of their bill within ten (10) days of receiving said bill, shall constitute a waiver of any error or request for reduction by said customer and the bill shall be deemed correct and final as presented.

- (4) A request for reduction in a bill due to a leak or some other similar problem occurring on the customer side of the meter, subject to fulfillment of all of the requirements of this rule, may, after Board of Directors review, and within the Board of Director's sole discretion, be favorably granted by the Board of Directors as follows:
 - (xxiv) A credit of 25% of the charge for the amount of water metered in excess of the 4-year average amount of water metered for the month in question as determined by the District may be applied to the customer's account after a Water Audit is completed by the District.
 - (xxv) A three-month period of time may be allowed for payment of the total amount of the bill, less the 25% adjustment.
- (5) The Manager, at the Manager's discretion, may provide a credit of 25% to the customer's account, if calculated to be less than \$150, without forwarding the request for reduction to the Board of Directors, and after a Water Savings Survey is completed by the District.
- (6) The Customer must sign up for EyeOnWater https://eyeonwater.com/signin (if not already enrolled) to receive bill credit, due to a leak or some other similar problem, from the District.
- b. In the event that a customer of record wishes to dispute monetary penalties the following procedure shall be followed:
 - (1) The customer of record shall pay all monetary penalties and water-service charges and keep their account in good financial standing;
 - (2) The customer of record shall provide written documentation to the District detailing their dispute and providing a reason for the monetary penalty to be waived;
 - (3) The General Manager or Assistant General Manager District will review the circumstances associated with the monetary penalty and make a determination of whether the waiver is granted or not and notify the customer of record;

(4) In the event that a waiver is not granted by the General Manager or Assistant General Manager, the customer of record may in writing appeal further to the Board of Directors.

16. RECORDS REPRODUCTION FEE

At the Manager's discretion, a per-page charge must be paid upon receipt of 10 or more copies of letter and/or legal size records made in-house as requested (see <u>Appendix C</u>). For requests in excess of 25 photocopies the District reserves the right to require, at the discretion of the Business Manager, that an outside service provider perform the requested coping at the expense of the person making the request.

Reproduction of blueprints, maps and similar documents will be provided by the District as follows: Fees for blueprints, maps, etc. must be paid equal to the fee billed to the District for the service provided by an outside service provider upon receipt of the reproductions by the person requesting the copies. Fees for maps and similar products that the District can reproduce will be charged based on reproduction costs (see Appendix C).

The District may also charge for the duplication of video recordings of meetings. These charges will reflect the cost of video / digital media and any specialized computer software that may be necessary for duplication (see <u>Appendix C</u>).

Requests for digital records and data can usually be met without charge. At the Manager's discretion, data manipulation and conversion requiring an hour or more of staff time may be assessed at a rate of cost plus 55% for labor and equipment. Individuals or organizations requesting digital record and data are required to pay a deposit toward estimated costs. Any unused deposit money will be credited back to the applicant.

17. METERS AND APPLIANCES

a. <u>Meters and Appliances</u>: 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.

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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 <u>Appendix C</u> and <u>Appendix J</u>.)

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. <u>Meter Installation</u>: 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.

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c. <u>Meter Tampering</u>: 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 <u>Appendix C</u>).

d. Number of 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.
- (2) 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 dwelling units that are not individually parceled (i.e., rental units) is eligible for a master meter with submeters.
 - (ii) Buildings with more than 10 individually parceled (i.e., 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.
- (3) Hospitality developments may use master meters to serve multiple sleeping rooms. The District does not require individual meters or submeters for individual sleeping rooms.

- (4) 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.
- (5) 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.
- e. <u>Accessory Dwelling Units:</u> 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. <u>Irrigation Meters:</u> 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.

18. METER TESTS

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<u>Any customer may request</u> the District to test his or her water meter. A deposit to cover the reasonable cost of the test will be required of the customer, in accordance with the District's annual fee table in <u>Appendix C</u>.

The amount so deposited will be returned to the customer if the meter is found, upon testing, to register more than one and one-half (1.5%) percent fast under conditions of normal operation; otherwise the deposit will be retained by the District.

A customer shall have the right to require the District to conduct the test in his or her presence, or if he or she so desires, in the presence of a representative appointed by him or her. The customer shall make this request in writing at the time the deposit is submitted. The customer will be notified in advance of the time and place the test will be made.

A report giving the name of the customer requesting a test, the date of the request, the location of the premises where the meter has been installed, the type, make, size and the result of the test, will be supplied to the customer within a reasonable time after completion of the test.

All new meters have been calibrated by the manufacturer, and no meter will be placed in service nor allowed to remain in service, which has an error in registration in excess of one and one-half (1.5%) percent, under conditions of normal operation.

19. ADJUSTMENT OF BILLS FOR METER ERROR

If as a result of the test pursuant to <u>Rule 18</u> a meter is found to be more than one and one-half (1.5%) percent fast in registration, the District shall refund to the customer the overcharge based on a corrected meter reading for the period in which it can be shown the meter was in error. If the period during which the meter was in error cannot be established to the satisfaction of the District, the period for which the refund shall be made shall be the period during which the meter was in use, or the period of three months immediately preceding the test, whichever is the shorter period.

If as a result of said meter test, a meter used for residential or domestic service is found to register less than seventy-five (75%) percent of actual consumption, the District shall present the customer with a bill for the amount of water actually consumed, but not covered by any bills previously presented to the customer for a period not to exceed three months immediately preceding the test.

If as a result of said test said domestic or residential meter is found not registering, the District shall present the customer with a bill equal in amount to an average bill of a like customer for the period during which it can be shown that although water was being used by the customer, the meter did not register, except that in no event shall said period be deemed to be longer than three months immediately preceding the test.

If as a result of a test on a meter used for commercial, public authority, industrial or agricultural purposes, said meter is found to register less than ninety-eight and one-half (98.5%) percent of the actual consumption, the District shall present the customer with a bill for the amount of water used but not covered by any previous bills for the period in which the meter was in error. In the event that said period of error cannot be established to the satisfaction of the District, it shall be assumed that said period was the three months period immediately preceding the test and the corrected bill shall be presented upon that basis.

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20. NOTICES

Any notices given under these Rules and Regulations shall be given as follows:

- a. <u>From the District to the Customer</u>: By written notice delivered personally to the customer or placed in the United States Mail, postage prepaid, and addressed to the address given by the customer to the District on his or her application for service, or at such other address as the customer may, in writing, direct the District to send notices.
- b. <u>From the Customer to the District</u>: By written notice delivered to the District office, either by hand or by placing same in the United States Mail, postage prepaid, and addressed to the District office.

21. TEMPORARY SERVICE

Temporary service, as herein considered, refers to services to circuses, bazaars, fairs, temporary restaurants, construction works, or temporary emergency services for residents, etc., of a temporary nature. Temporary service meters must remain within the boundaries of the District's service area.

If in the District's opinion the furnishing of such service will not create an undue hardship upon the District or its customers, the District will furnish temporary water service under the following conditions:

- a. The applicant for such temporary service shall be required to pay to the District an advance, or otherwise as the District may elect, the total cost of installing and removing any facilities necessary in connection with furnishing of such service by the District.
- b. Each applicant for temporary service shall be required to deposit with the District a sum of money equal to the estimated amount of the District's bill for such service, or to otherwise secure, in a manner satisfactory to the District, the payment of any bills which may accrue by reason of such service so furnished or supplied.

- c. <u>Temporary Meter Connection Charge</u>: A Monthly Service Charge (MSC) equivalent to that of a 3" meter MSC shall be required for all temporary meters (see <u>Appendix A</u>).
- d. <u>Method of Billing</u>: Quantity of water charged for at commercial rates will be equivalent to the use as recorded on a temporary meter. Water will be rendered following application. No load estimation will be permitted without District authorization.
- e. <u>Use From Miscellaneous Outlets</u>: The user shall be required to furnish and install fittings on the District's outlet (exclusive of fire hydrants) together with an auxiliary control Gate Valve which must be in good working order, without leakage, and to be used for control of water deliveries. When water is taken from a miscellaneous outlet (end drain), the user will be charged a deposit amount equal to the Monthly Service Charge of a 3" meter (see <u>Appendix A</u>), a portion of which is non-refundable as a service charge in connection with the use of the outlet. The non-refundable charge is provided in the District's annual fee table in <u>Appendix C</u>. Water used will be billed at the commercial rate as specified in <u>Appendix H</u>.
- f. <u>Use From Fire Hydrants</u>: If water is to be taken from a fire hydrant, the user will be charged a deposit amount equal to the Monthly Service Charge of a 3" meter (see <u>Appendix A</u>), a portion of which is non-refundable as a service charge in connection with the use of the District's special fire hydrant take-off assembly. The non-refundable charge is provided in the District's annual fee table in <u>Appendix C</u>. User must obtain a permit from the Carpinteria Summerland Fire Protection District prior to making an application with the District for use of a fire hydrant. Water used will be billed at the commercial rate as specified in <u>Appendix H</u>.
- g. There will be a charge levied by the District each time the meter with or without fire hydrant take-off assembly is moved to a new location. This charge is provided in the District's annual fee table in Appendix C.
- h. <u>Carpinteria Sanitary District (CSD) Hydrant Meter for On-Going Use</u>: The Carpinteria Sanitary District uses a temporary hydrant meter for the purpose of filling its sewer hydro-cleaning equipment at remote locations within its service area on a routine

basis. CSD equipment is made available to CVWD periodically on an as-needed mutual aid basis. No Monthly Service Charges (MSC), for the temporary hydrant meter, or deposit requirements will be assessed. Any and all water use shall be billed in accordance to the rates presented in Appendix A. There will be no charge for temporary hydrant meter relocation so long as CVWD has access to read the meter on a monthly basis, day to be specified by CVWD. The proposed addition would go into effect on the May 28, 2006 billing cycle.

- i. <u>City of Carpinteria Hydrant Meter for On-Going Use</u>: The City of Carpinteria uses a temporary hydrant meter for the purpose of street cleaning of various locations within its service area on a routine basis. Any and all water use shall be billed in accordance to the rates presented in <u>Appendix A</u>. There will be no charge for temporary hydrant meter relocation so long as CVWD has access to read the meter on a monthly basis, day to be specified by CVWD. The proposed addition would go into effect on the December 28, 2019 billing cycle.
- j. In some circumstances, the District may require the installation of a suitable backflow prevention device for temporary meters. (See <u>Rule 35</u> below.)
- k. Nothing in these Rules and Regulations shall be construed as limiting or in any way affecting the right of the District to collect from the customer any other or additional sum of money which may become due and payable to the District from the customer by reason of the temporary service furnished or to be furnished hereunder.

22. CONSUMPTION OF WATER AFTER DISCONNECTION

If after a service connection has been disconnected by the District, the occupant of the premises continues to obtain water through said service connection without District approval pursuant to these Rules and Regulations, water shall not again be supplied to the premises and/or the person using such water, until payment has been made for all water consumed during the period and all other payments for fines and penalties imposed pursuant to these Rules and Regulations have been received by the District, including a reconnection fee and such other fines and penalties, as set forth in the District's annual fee table in Appendix C.

The District is working toward compliance with California SB 998 and will develop appropriate policies and procedures to comply with this State law by February 2020.

If any damage is done to the meter, lock or other equipment, the occupant may also be charged for replacement costs including materials, labor and tampering fee (see <u>Appendix</u> <u>C</u>). The water user may also be subject to prosecution for theft of District water.

23. RESALE OF WATER

A customer shall not resell or transfer any of the water received from the District to any other customer or person, or on other premises than specified in their application for service, without the prior written consent of the District. Any such District consent shall be subject to the requirement that the customer defend, indemnify and hold the District harmless against any claims arising from or related to such resale.

24. DISTRICT'S RIGHT OF INGRESS TO, AND EGRESS FROM CUSTOMER'S PREMISES

The District or its duly authorized agents, shall at all times have the right of ingress to and egress from the customer's premises at all reasonable hours or during emergency situations for any purpose reasonably connected with the furnishing of District water and the exercise of any and all rights given the District by law, or these Rules and Regulations.

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.

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

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25. CUSTOMER RESPONSIBLE FOR EQUIPMENT FOR RECEIVING WATER

The customer shall, at his or her own risk and expense, furnish, install and keep in good and safe condition, all apparatus and appliances which may be required for receiving, controlling, applying and utilizing District water. Such appliances may include but are not limited to: water lines; pressure regulators; water heaters; booster pumps and storage tanks. The District shall not be responsible for any loss or damage caused by the improper installation of such apparatus and appliances, negligence, want of proper care, or wrongful act of the customer, or any of his or her agents, employees or licensees, in installing, maintaining, using or operating any such apparatus or appliances. The customer shall be responsible for regulating pressure on said appliances.

In the event that the District must temporarily discontinue water service, the District shall make reasonable effort to inform customers of such interruptions prior to service discontinuance. The District shall not be responsible for customers' failure to receive or understand this information, nor will the District be responsible for damages caused to any equipment that requires continued water delivery.

All leaks, whether found by the customer or District personnel, must be repaired within 72 hours of identification. The District will require proof of repair – contractor's bills, inspection by District personnel, etc. – for any credit or to forego penalties for water wasting.

26. SERVICE CONNECTIONS MADE BY DISTRICT EMPLOYEES

Only duly authorized employees of the District are allowed to connect to the customer's service or disconnect the same from the District's water mains.

27. DAMAGE TO DISTRICT PROPERTY

Any damage occurring to a meter, radio, external antenna or other appliances or pipes owned by the District caused by an action or failure to act by any customer, or any agent, employee, contractor, tenant or guest thereof, or arising or resulting from any activity, device or occurrence on customer's premises, shall be paid for by the customer on presentation of a bill therefore.

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28. COMPENSATION TO DISTRICT EMPLOYEES

All inspectors, agents and employees of the District are strictly forbidden to demand or accept any personal compensation for services rendered to a customer.

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. <u>Water Waste</u>: 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 within three days. See the Leak Policy below for additional guidance.

b. <u>Leak Policy:</u> 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.

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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. 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 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.

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. It 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 60 gallons per hour: If the rate of continuous flow is less than 60 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

30. NON-OBSTRUCTION OF DISTRICT FACILITIES, WATER METERS, FIRE HYDRANTS AND OTHER APPURTENANCES

No person or persons shall block, hinder or impede access to or place upon, or about, water meter boxes, fire hydrants or other facilities (buildings, reservoirs, air vacuum station, end drain, radios, external antennas, etc.) of the District, any object, material, debris, or structure of any kind that shall prevent free access to the same at all times.

In the event that the District must remove any kind of impeding object, the District reserves the right to levy any and all costs associated with removing the obstruction onto the water bill of the customer or owner of the obstruction. These costs may include – but are not limited to – towing services, employee costs, equipment rental, tree removal, legal services and the like.

31. USE OF WATER DURING FIRE

The District may require customers to shut off all agricultural or other regular flow of water in the event of a fire in said customer's section of the District. All customers in the District may be required to shut off their water in the event of a fire in the business area of the District.

32. PRIVATE FIRE SPRINKLER OUTLETS & PRIVATE FIRE SYSTEMS

Monthly stand-by charges are established for private fire sprinkler outlets and private fire systems as set forth in the annual schedule of rates and charges as adopted by the Board of Directors as attached in Appendix A.

The applicant shall be responsible for the installation, repair and maintenance of said private fire sprinkler outlets or private fire systems and shall pay for any connection charge pertaining to said application.

Except as hereinafter provided, said private fire sprinkler outlet and private fire systems shall not be used for any purposes other than fire purposes and the use of said line for any other purpose shall constitute grounds for the discontinuance of said service by District. Private Fire Systems are defined as pipelines, valves and other appurtenances with fire hydrant(s) for the sole purpose of fire suppression, not owned by the District.

Private fire systems may be permitted at the discretion of the District's General Manager when the location of the hydrant(s) is not within the public right of way or existing CVWD easements. If a location in the public right of way is available, then the applicant will be required to extend Districts system and install public hydrants per Rule 8.

33. PUBLIC FIRE HYDRANTS

The District may enter into an agreement with any customer or potential customer within the District's service area to provide a fire hydrant connected to the District's distribution system to meet the requirements for fire protection determined by the Fire Authority. The cost and process of installing such hydrant(s) is as described under Rule 8.

No water may be used from any fire protection system for other than fire purposes without regular application having been made to the District and the District having approved said application. Said application for use other than fire use, if granted by the District, shall be upon such terms and conditions as to the use of water and the charge therefore as the District may deem proper.

34. SERVICE CALLS

Service calls carried out by the employees or representatives of the District during the regular office hours of the District shall be made with no charge to the customer except where it is necessary to make temporary repairs to the customer's installation, in order to prevent a break in the service to the customer.

Under special circumstances, a customer and the District may arrange service calls after regular business hours or on weekends. These service calls will be charged to the customer at a rate as determined by District staff prior to the arranged service call.

Non-emergency after hours calls for service will be charged if a representative responds on site. Customer will be informed of the fee prior to a service person responding. The fee is provided in the District's annual fee table in <u>Appendix C</u>.

35. CROSS CONNECTIONS

All customer water installations served with water by the District shall comply with the provisions of the Regulations of the State of California, Department of Public Health, Title 17, concerning cross-connections. The District has the responsibility of preventing water from unapproved sources, or any other substance, from entering the public water supply system. The District, after review of the conditions present or future, shall require an approved method of protecting the public water system by requiring the customer or customers to install at the customer's cost, or to reimburse the District for costs incurred by the District installing an approved device. The District requires all Irrigation or Agriculture accounts to have meter protection. The principle that the degree of protection shall be commensurate with the degree of hazard, will be applied by the District in determining the type of device, or method of protection.

All customers with said devices shall perform tests annually, with written confirmation of proper operation submitted to the District. Failure to test or repair defective devices may result in termination of water service, fines and reconnection charges, as specified in Appendix C.

36. INCLUSION OF UNPAID CHARGES AS TAX LIENS

In addition to any other method for collection herein provided, the amount of any delinquent and unpaid charges for water and other services provided, including for monthly service charges, water rates and any damage to District property, may be collected as follows:

a. Following 30 day notice to the property owner, they may be added to and become a part of the annual taxes next levied upon the property upon which the water for which

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charges are unpaid was used and upon the property subject to the charges and shall constitute a lien on that property as of the same time and in the same manner as does the tax lien securing such annual taxes.

b. Following 30-day notice the amount of any unpaid charges may, at the discretion of the District, be secured by filing for record in the office of the county recorder a certificate specifying the amount of such charges and the name and address of the person liable therefore, which together with interest, penalty and any processing fees and charges (see <u>Appendix C</u>) shall constitute a lien upon all real property in the county owned or acquired by that person.

37. PRIVACY OF UTILITY ACCOUNT INFORMATION

- a. Carpinteria Valley Water District customers supply personal information as a requirement of receiving water service. Government Code section 6254.16 specifically limits who has access to personal information gathered for utility billing purposes and under what circumstances that information may be released. Customer information is strictly confidential and may not be disclosed or accessed for purpose other than provision of, and billing for, utilities unless pursuant to one of the listed exceptions. For purposes of this Rule, "Utility Customer Information" is hereby defined as including, but not limited to, the name of the utility customer, credit history, utility usage data, home address, telephone number, social security number, and driver's license number.
- b. Exceptions: Disclosure of the name of a utility customer, the home address of a utility customer, and utility usage data only may be disclosed as follows:
 - (1) To an agent or authorized family member of the person to whom the information pertains, upon the written designation or authorization of such person, signed by the District customer.
 - (2) To an officer or employee of the District or another governmental agency when necessary for the performance of his or her official duties.

- (3) To a consultant, under contract with the District, when necessary for the performance of services under said contract; provided, that the Department head administering said contract approves such disclosure.
- (4) Upon a valid court order.
- (5) Upon the request of an employee of the Santa Barbara County Sherriff's Department or City of Carpinteria or County of Santa Barbara Code Enforcement Department relative to an ongoing criminal or code enforcement investigation.
- (6) Upon determination by the District that the District customer who is the subject of the request has used District services in a manner inconsistent with the District's rules and regulations.
- (7) Upon determination by the District that the District customer who is the subject of the request is an elected or appointed official of the District with authority to determine the District's utility usage policies, provided that the home address of an appointed official shall not be disclosed without his or her consent.
- (8) Upon determination by the District that the public interest in disclosure of the information clearly outweighs the public interest in nondisclosure. Reliance on this exception requires the express approval of the District's General Counsel. Requests for approval from the District's General Counsel shall be submitted in writing. The General Manager shall receive a copy of all requests and responses.
- c. Utility Customer Information Not Covered by Exceptions: Disclosure of additional Utility Customer Information (i.e., including but not limited to, credit history, telephone number, social security number, and driver's license number) will only occur pursuant to a valid court order.

Appendix A Water Rates and Charges

Proposed Water Rates and Monthly Service Charges effective October billing period

Table I

Water Rates (unit cost)				
	,	•		
1 unit = 100 cubic feet (HCF)	Base	Pressure Zone I	Pressure Zone II	
or 748 gallons	\$/HCF	\$/HCF	\$/HCF	
Residential, Multi-family,				
Master Meter,				
Landscape				
Tier 1	\$4.48	\$4.81	\$5.14	
Tier 2	\$4.66	\$4.99	\$5.32	
Tier 3	\$5.50	\$5.83	\$6.16	
Commercial, Industrial,				
Public Authority,				
Hospitality				
Base	\$4.50	\$4.83	\$5.16	
Peak	\$5.44	\$5.77	\$6.10	
Agricultural Irrigation				
Uniform	\$2.13	\$2.46	\$2.79	
Residential Equivalency Fee	\$22.50	per month		
Temporary				
Uniform	\$4.73	\$5.06	\$5.39	
Fire				
Uniform	\$4.50			

Table II

Monthly Basic and State Water Project Charges				
Meter Size	Basic	SWP	Total	
3/4"	\$9.58	\$33.82	\$43.40	
1"	\$12.88	\$56.37	\$69.25	
1 1/2"	\$21.14	\$112.73	\$133.87	
2"	\$31.05	\$180.36	\$211.41	
3"	\$62.44	\$394.53	\$456.97	
4"	\$108.70	\$710.14	\$818.84	
6"	\$219.40	\$1,465.37	\$1,684.77	
Multi-family – Individually Metered	\$9.58	\$15.76	\$25.34	
Master-Metered	By Meter Size	\$15.76		
Hospitality	By Meter Size	\$8.59		

Table III

Monthly Capital Improvement Program (CIP) Charge			
Rate	\$5.58	per HCF	
Minimum	\$22.32	4 HCF	
Maximum	\$1,395.00	250 HCF	

Table IV

Meter Size	Monthly O&M Charge
3/4"	\$42.32
1"	\$70.53
1 1/2"	\$141.05
2"	\$225.68
3"	\$493.66
4"	\$888.58
6"	\$1,833.58

Table V

Monthly Fire Service Charges			
Fireline Size	Charge		
2"	\$12.15		
3"	\$26.48		
4"	\$51.21		
6"	\$139.97		
8"	\$293.05		
10"	\$523.32		

Table VI a

	Variable Drought Rates		
	STAGE 1	STAGE 2	
1 unit = 100 HCF or 748 Gal	\$/HCF	\$/HCF	
Residential, Multi-family,			
Master Meter, Landscape			
Tier 1	\$0.21	\$0.50	
Tier 2	\$0.22	\$0.52	
Tier 3	\$0.26	\$0.61	
Commercial, Industrial,			
Public Authority, Hospitality			
Base	\$0.22	\$0.50	
Peak	\$0.26	\$0.60	
Agricultural Irrigation			
Uniform	\$0.10	\$0.24	
Temporary			
Uniform	\$0.23	\$0.52	
Fire			
Uniform	NA	NA	

Table VI b

	Fixed Drought Rates			
Meter Size	STAGE 1	STAGE 2		
3/4"	\$5.05	\$10.39		
1"	\$8.42	\$17.32		
1 1/2"	\$16.83	\$34.63		
2"	\$26.93	\$55.40		
3"	\$58.89	\$121.18		
4"	\$106.00	\$218.12		
6"	\$218.73	\$450.09		

Water Rates & Charges Notes & Definitions

Water Rates refer to the unit cost of water. One unit is defined as 748 gallons or 100 cubic feet (HCF) of water.

Pressure Zone I refers to connections served by Gobernador Reservoir.

Pressure Zone II refers to connections served by Shepard Mesa Tank.

Table I - Notes on Water Rates

For **Commercial**, **Industrial**, **Public Authority**, **and Hospitality** accounts the structure of the rates are unchanged and are as follows:

The **Base Tier** is based on the 5-year (December to March) water consumption by account and/or dwelling unit.

The **Peak Tier** pricing applies to all consumption in excess of the Base Tier.

For **Agricultural** accounts the structure of the rates is unchanged and are as follows:

All water is charged at a uniform rate.

Agricultural customers with residential units pay a **Residential Equivalency fee** that covers drinking water treatment related costs equivalent to 9 units per month.

For **Residential** accounts the structure of the rates is unchanged and are as follows:

Tier 1 is based on efficient indoor use for a three-person household.

Tier 2 is based on average summer use (June to September) of the Residential class.

Tier 3 pricing applies to all consumption in excess of Tier 2 use.

Table II - Notes on Basic and State Water Project Charges

The Basic component funds costs associated with meter maintenance, customer service, and billing. The State Water Project component funds 100% of the District's SWP debt obligation. Implementation of these monthly service components varies by meter size account class.

For all individually metered dwelling units or structures, the Basic component and SWP component charges vary by meter size.

For all dwelling units classified as Multi-Family (MFR) (i.e., individually metered) the SWP component is adjusted to the service level of approximately half of a ¾" meter. The Basic component is equal to the full charge on a ¾" meter.

For all dwelling units classified as Master Meter Residential (MMR) the SWP component is adjusted to the service level of approximately half of a ¾" meter per dwelling unit. The Basic component for master meter accounts is charged by meter size.

For all dwelling units classified as Hospitality the SWP component is adjusted to the service level of approximately ¼ of a ¾" meter per dwelling unit. The Basic component for master meter accounts is charged by meter size.

Table III - Notes on Capital Improvement Program (CIP) Charges

The Capital Improvement Program or **CIP** charge pays the District's non-SWP debt obligations and capital project costs that help the District meet drinking water quality standards set by the United States Environmental Protection Agency and enforced by the California State Water Board. These charges are based on 5-year average monthly water use, subject to a minimum of 4 HCF and a maximum of 250 HCF per month.

Table IV - Notes on Agricultural Operation & Maintenance (AG O&M) Charges

The **AG O&M** charge appears only on the bills of agricultural accounts. This charge funds the portion of costs that are collected from other customer classes through the **CIP** charge. These charges fund non-SWP debt obligations and capital projects for repair and replacement of water system infrastructure that is necessary to maintain the District's level of service. These charges are based on meter size.

<u>Table V - Notes on Charges for Fire Service</u>

Charges for **Fire Service** recover costs associated with providing private fire protection. These charges are based on fire-line size.

Table VI - Drought Rates and Charges

The proposed rate structure will include **fixed and variable drought surcharges** for stage 1 and stage 2 drought conditions. These charges recover revenue losses from demand reduction, water supply costs related to groundwater basin recovery. Other drought related costs include variable costs associated with State Water deliveries, costs associated with the Lake Cachuma EFP Secure Pipeline Project, and costs associated with supplemental water supply purchases.

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Appendix B Capital Cost Recovery Fees

Effective December 13th, 2023

WATER SERVICE CAPITAL COST RECOVERY FEES

Per-	Meter Size				
dwelling unit	3/4 inch	1 inch	1 1/2 inch	2 inch	3 inch
\$10,965	\$16,448	\$27,414	\$54,827	\$87,723	\$10,965

FIRE SERVICE CAPITAL COST RECOVERY FEES

	Meter Size				
2 inch	3 inch	4 inch	6 inch	8 inch	2 inch
\$10,965	\$24,672	\$43,862	\$98,689	\$175,447	\$10,965

Appendix C Miscellaneous Service Fees and Charges

Electronic Payment Fee		T.B.D.	Rule <u>5</u>
Telephone Paym	ent Fee (IVR)	\$1.25 per transaction	Rule <u>5</u>
Returned Check	Returned Check Fee \$25.00		
Meter	Deposit is cost plus 40% ba		
Downsizing	outside services; cost plu	s 55% for equipment and	Rule 7(d)
Deposit	cost plus 85% for labor.		
Pumping Surcha	_		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	n / Removal Deposits		Rules <u>7(e)</u> / <u>9(a)</u>
	Meter Size	<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 Ou	ıtlet Deposits		Rule <u>9(a)</u>
	Outlet Size	<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 Equi	valency Fee (REQ)	\$26.08 per month	Rule <u>11(a)</u>
Late Fee		\$27.00	Rule <u>13(d)</u> / <u>13(i)</u>
Reconnection Ad	dministration Fee	\$37.00	Rules <u>14</u> / <u>22</u> / <u>29</u>
Records Reprod	uction Fee	\$0.50 per page \$5.00 per map page \$5.00 per video / dvd	Rule <u>16</u>
Meter Tests Depo	osit		Rule <u>18</u>
	Meter Size	<u>Deposit</u>	
	1" or less	\$295.00	
	Over 1"	\$425.00	
Temporary Service Connection Fee		\$75.00	Rule <u>21(e)</u>
Temporary Servi	ce Relocation Fee	\$35.00 per move	Rule <u>21(g)</u>
Temporary Servi	ce Deposit	As determined by Manager	Rule <u>21(b)</u>
Non-emergency	after hours response	\$268	Rule 34
Tampering Fee		\$500.00	Rules <u>17(c)</u> / <u>22</u>
Lien Recording F	-ee	\$4.00	Rule 36(a)

Lien Release Fee	\$31.00	\$31.00			
AMI Transmitter Opt-out Fee	\$36.35	\$36.35		Rule 17(a)	
Monthly meter reading charge	\$10.05				
1 st leak violation	\$25.00		Rule 2	9	
2 nd leak violation	\$100.00				
Subsequent leak violations	\$500.00 pe	r violation			
Equipment & Fuel Charges			Rules	<u>7/8/9</u>	
	Equipment	charges	Fuel cl	narges	
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.

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Appendix D

RESOLUTION NUMBER 1152

RESOLUTION OF THE BOARD OF DIRECTORS OF CARPINTERIA VALLEY WATER DISTRICT ADOPTING AND ESTABLISHING A METHODOLOGY FOR CALCULATION OF THE CAPITAL COST RECOVERY FEE

WHEREAS, District Ordinance No. 92-1 establishes and requires payment of the Capital Cost Recovery Fee for all new and expanded service connections to the District's system; and

WHEREAS, the purpose of this fee is to reimburse the District for capital cost for facilities in existence at the time the charge is imposed and to finance facilities to be constructed in the future within the District's existing service area which are of proportional benefit to the persons or property being charged; and

WHEREAS, Ordinance No. 92-1 provides that the amount or rate of such Capital Cost Recovery Fee shall be set by the Board by resolution; and

WHEREAS, the District is following the American Water Works Association (AWWA) M1 manual and industry best practices for determining System Development Charges which include Capital Cost Recovery Fees (CCRF). Documentation of the CCRF methodology is contained in "Methods for calculating asset-based CCRF" document dated November 8th, 2023.

WHEREAS, the Board finds that the Capital Cost Recovery Fee shall be used to reimburse the District for construction of the public facilities and improvements as well as the principal and interest debt service cost borne by the District to pay for the District's share of the construction of the Coastal branch of the State Water Project; and

WHEREAS, the fees expected to be generated by the Capital Cost Recovery Fee will not exceed the cost of providing such facilities, which include the District's past cost to purchase and construct facilities, and do not exceed the proportional benefit derived by the persons or property upon which the Capital Cost Recovery Fee is imposed; and

WHEREAS, the Board approves the CCRF methodology and finds the fees reasonable.

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

1. The following components shall be included in the calculation of the Annual Capital Cost Recovery Fee schedule:

- a. **Total system value** based on value of the District's physical assets, the District's cash reserves, and the District's intangible asset payments to-date.
 - (i) The District implements the AWWA's replacement cost new less depreciation (RCNLD) method to determine asset value. This method first calculates the replacement cost for all District assets then, sums all replacement costs to determine the total system asset value.

Asset value=(original cost ×escalation factor) ×% depreciated

- (1) <u>Original cost:</u> The original cost and depreciated cost for each asset comes from the Incode Asset Listing Report.
- (2) <u>Escalation factor:</u> The escalation factor adjust the original cost to today's dollars. The District uses the Engineering New-Record City Cost Index (ENR-CI) for Los Angeles. The escalation factor is expressed as a ratio of the ENR-CII for the current year over the ENR-CII for the construction year.
- (3) % depreciated: The % depreciated indicates the portion of the asset's useful life that is depreciated. The Incode Asset Listing Report includes the original cost and the depreciated cost of each asset. The depreciated cost over the original cost is the % to which the asset is depreciated.
- (ii) The District's cash reserves are listed on the District's audited financial statements.
- (iii) Intangible assets payments represent payments not linked directly to infrastructure purchased by the District. The District's intangible assets generally fall into four categories: capacity rights for Cater Water Treatment Plant, capacity rights for Sandyland well, payments to the Bureau of Reclamation, payments to Cachuma Operation and Maintenance Board for capital costs, and debt payments for the State Water Project. The District's account will provide annual numbers on total intangible asset payments to-date.
- b. The District determines **system capacity** using the AWWA's meter equivalency factors. System capacity is expressed as total meter equivalents. Meter equivalents allow the District to normalize meter capacity across meter sizes. For fire meters, the Capital Cost Recovery Fee Equivalency Value is based on pipe diameter. The smallest fire service line (2") is equated to the 5'8" water meter.

Wa	ater Service	Fire	Service
Meter Size	Meter Equivalency	Meter Size	Meter Equivalency
5/8"	1.0	2"	1.00
3/4"	1.5	3"	2.25
1"	2.5	4"	4.00
1-1/2"	5.0	6"	9.00
2"	8.0	8"	16.00
3"	18.0	10"	25.00
4"	30.0		
6"	50.0		
-			•

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(i) The District can determine the total number of each meter size from its billing system (Incode). To determine total meter equivalents, the District multiples the meter equivalency value by the number of meters for each meter size.

 $Meter\ equivalents = AWWA\ meter\ equivalency\ value\ imes\ number\ of\ meters$

c. The **per-unit buy-in fee** is determined by dividing the total system value by the total number of meter equivalents. The per-unit buy-in fee is then scaled to each meter size using the meter equivalency values to determine the Capital Cost Recovery Fee charge by meter size.

Per unit buy – in $fee = System\ value\ \div\ total\ meter\ equivalents$

- The Capital Cost Recovery Fee shall be evaluated at the beginning of the fiscal year to adjust the per-unit buy-in fee to reflect current system value and current meter equivalents.
- 3. The following Capital Cost Recovery Fees are effective **December 13th 2023**.

Water Service

Meter Size	Meter Equivalency	Per-unit CCRF			Asset-	-based CCRF
Per-unit	1.0	×	\$10,965	=	\$	10,965
3/4"	1.5	×	\$10,965	=	\$	16,448
1"	2.5	×	\$10,965	=	\$	27,414
1-1/2"	5.0	×	\$10,965	=	\$	54,827
2"	8.0	×	\$10,965	=	\$	87,723
3"	18.0	×	\$10,965	=	\$	197,378
4"	30.0	×	\$10,965	=	\$	328,963
6"	50.0	×	\$10,965	=	\$	548,271

Fire Service

Meter Size	Meter Equivalency	Per-unit CCRF			Asset-	-based CCRF
2"	1.00	×	\$10,965	=	\$	10,965
3"	2.25	×	\$10,965	=	\$	24,672
4"	4.00	×	\$10,965	=	\$	43,862
6"	9.00	×	\$10,965	=	\$	98,689
8"	16.00	×	\$10,965	=	\$	175,447
10"	25.00	×	\$10,965	=	\$	274,136

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- a. New regular water service connections
 - New water service connections shall pay the Capital Cost Recovery Fee based on the number and size of meters to be installed, as indicated in the table above, except as noted below.
 - (i) Exception: residential developments that meet the requirements for master meters shall pay the "per-unit" CCRF charge for each dwelling unit behind the master meter. Other individually metered residential units within the development will be charged the CCRF by meter size and quantity.
 - (ii) Exception: In the event that a new service is expected to serve multiple hotel rooms, the CCRF shall reflect the accumulated hotel room service charges imposed beginning July 1, 2000 (Resolution number 736) for the CIP Fees and July 1, 2004 for the Dwelling Equivalency Fees (Resolution 806 - superseded by Resolution 847, June 20, 2007) for each hotel room and the associated Capital Cost Recovery Meter Equivalency Fees for the new meter.
 - (iii) Exception: Capital Cost Recovery Fees shall not be levied upon any Master Meter Residential accounts with between 2 and 5 residential units that undergo redevelopment to improve or upgrade existing residential units but do not increase the number of residential units serviced. In such a circumstance, the owner or redeveloper of the property must pay the cost of installing new meters for each residential unit but will not be required to pay Capital Cost Recovery Fees unless a larger meter is to be installed on-site.

b. Increases in Size of Meter or Size of Service

Account holders wishing to install a meter that is larger in size than the current meter shall pay the difference in accumulated Capital Cost Recovery Fees between the existing meter and the new meter, as provided under the District's standard provisions for determinations of required meter size.

For example, a property is currently served by a 3/4" meter, and an account holder requires an increased meter size to 1".

CCRF for 1" meter	\$27,414
Credit for past charges for ¾" meter	\$16,448
Difference	\$10,966

- (i) Exception: Increased meter sizes for accounts with multiple dwelling units or hotel rooms will require review by the District. In such a case, the District shall respond to the request for a larger meter within 30 calendar days.
- (ii) Exception: Exceptions may be identified and, pending approval by the District Board, incorporated into this Resolution without modification to the basic methodology described in this Resolution.

- c. Decreases in Meter Size Service or Termination of Water Service No Parcel or Property Subdivision
 - (i) In the event that an account holder applies for additional District meters to serve a change in existing land use or property use in the absence of a property or parcel split, the District shall apply a credit for the existing meter to any new Capital Cost Recovery Fees imposed by the District for the new meters only.

For example, an account holder with a 2" meter wishes to construct a project with 12 dwelling-units and twelve 3/4" meters and one 1" meter.

CCRF for 1" meter	\$27,414
CCRF for twelve 3/4" meters	12 x \$16,448 = \$197,376
Total new CCRF charges	\$ 224,790
Credit for past charges for 2" meter	\$87,723
Difference	\$137,067

No refund will be extended should the Capital Cost Recovery Fees for the new meters be less than the contributions made by the existing meter.

(ii) There may be instances when an account holder desires to decrease the size of a meter in the absence of a property or parcel split. In such an event, the District will not refund a customer or account the difference in accumulated Capital Cost Recovery Fees between the original meter and the newly installed smaller meter.

For example, an account holder wishes to replace an existing 3" meter with a 2" meter. Although the accumulated Capital Cost Recovery Fees for a 2" meter is less than the fees for a 3" meter , the District will not refund the difference of the accumulated Capital Cost Recovery Fees. The presumption by the District is that the land use or function of the property has changed and previous uses were accurately met by the original 3" meter.

CCRF for 2" meter	\$87,723
Credit for past charges for 3" meter	\$197,378
Difference	\$109,655
Refund	\$0

(iii) There may be instances when an account holder desires to remove an existing meter from a parcel or property (termination of service) in the absence of a property or parcel split. In such an event, the District will not refund or credit an account the Capital Cost Recovery Fees imposed upon the account holder. However, the District retains the right to evaluate the contributions made by an account holder if a request by the account holder is made in writing to the Board to re-evaluate past Capital Cost Recovery Fees in the event that a meter

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is re-installed on the property or parcel. Such a request shall include information deemed necessary by the General Manager and/or District Engineer.

For example, an account holder desires to have a 2" meter removed in June 2009, but later requests to have the meter re-installed. In such a case, the District may factor in the previous payments or contributions made by the account holder in order to reduce the Capital Cost Recovery Fees for said account.

- (1) Exception: Any meter removed prior to July 1, 1997 shall not be eligible for the review discussed above. In such a case the full Capital Cost Recovery Fee shall be imposed on the account for the installation of a new meter.
- d. Decreases in Meter Size Service or Termination of Water Service in Connection with Parcel or Property Subdivision
 - (i) In the event that a parcel or property is subdivided, the accumulated Capital Cost Recovery Fees shall be assigned to the original property owners.
 - (ii) A request for meter removal (termination of service) from a subdivided parcel owner shall not result in a credit or refund of accumulated Capital Cost Recovery Fees or debt payments.
 - (iii) Notwithstanding the above sections, upon the request of a parcel owner, the District may review the contributions to Capital Cost Recovery Fees and may permit special dispensation of paid Capital Costs Recovery Fees should a new meter or meters be installed at a later time. Such a request shall be made by the parcel owner in writing for review and approval by the District Board.
- e. Decreases in Meter Size Service or Termination of Water Service for Master Meter Residential and Hospitality accounts
 - (i) In the event that a master meter residential account or hospitality account applies to replace an existing meter with additional meters due to changes in existing land use or property use in the absence of a property or parcel split, the District shall apply a credit for said existing meter to any new Capital Cost Recovery Fees imposed by the District for the new meters.
 - (ii) A request for meter removal from a subdivided parcel shall not result in a refund of accumulated Capital Cost Recovery Fees or debt payments if no new meters are installed on the property.
 - (iii) Notwithstanding the sections above, upon the request of a parcel owner, the District may review the contributions to Capital Cost Recovery Fees and may permit special dispensation of paid Capital Cost Recovery Fees should a new meter or meters be installed at a later time. Such a request shall be made by the property owner in writing for review and approval by the District Board.

f. Fire Meter Service for Fire Sprinklers

Separate water service connections for fire sprinklers are required for certain structures and uses within the District. These meters are sized based on the need for maximum short duration flow capacities.

g. Changes in Fire Meter Service

- (i) The District does not require or size fire services and shall not assume any responsibility associated with inappropriately sized service. As such any variation in fire service size is assumed to have been deemed appropriate by the property owner and an outside regulatory agency.
- (ii) In the event that a larger fire service is to be installed, credit for any existing fire service that is removed will be granted to an account holder using the same methodology described in the sections above.
- (iii) No refund will be provided to account holders requesting removal of an existing fire service.

h. Other Changes to Meter or Services

- (i) There may be circumstances of meter or fire service changes, or termination of service not specifically addressed in the sections above. In such cases, the District may review the contributions to Capital Cost Recovery Fees and may permit special dispensation of paid Capital Costs Recovery Fees. Such a request shall be made by the property owner in writing for review and approval by the District Board.
- 4. The imposition of the Capital Cost Recovery Fee shall not be counter to the legislative requirements of 2016 Assembly Bill 1069. This fee structure may change upon review and adoption of land use zoning rules developed by the City of Carpinteria and County of Santa Barbara.
- 5. The imposition of the Capital Cost Recovery Fee shall not preclude other fees and charges to be imposed on District account holders.
 - a. Connection Fees for installing new services and meters or associated with changes to existing meter or service will continue to be charged in addition to the Capital Cost Recovery Fee, based on actual costs plus overhead and equipment charges as approved by the District. The District will continue to require a deposit to cover the estimated District costs related to such service installation.
- 6. The Capital Cost Recovery Fee is effective upon adoption and shall continue until changed by action of the District Board.
- 7. Any judicial action of proceeding to attach, review, set aside, void or annul this Resolution shall be commenced within 120 days of adoption.

Robert Mc Donald, Secretary

PASSED AND ADOPTED by the Governing Board of the Carpinteria Valley Water District on the 13th day of December, 2023 by the following vote:

AYES:

NAYES:
ABSENT:
ABSTAIN:
PASSED AND ADOPTED THIS 13th day of December, 2023

APPROVED:

Case Van Wingerden, President

ATTEST:

Appendix E

Amended Resolution No 1150

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CARPINTERIA VALLEY WATER DISTRICT ADOPTING RATES AND CHARGES FOR WATER SERVICE

WHEREAS, the Board of Directors ("Board") of the Carpinteria Valley Water District ("District") considered its estimated necessary costs for providing water service to its customers and the revenue sources available to cover those costs at a noticed public hearing on September 13, 2023; and

WHEREAS, data was made available to the public by the District and presented at that public hearing indicating the estimated necessary costs for providing water service and the available revenue sources; and

WHEREAS, the District provided written notice as required by law of that public hearing including notice of the projected changes and increases in District rates and charges and the availability of data supporting such increase; and

WHEREAS, the Board thoroughly considered the testimony and evidence received from its staff and the public in both oral and written form; and

WHEREAS, after due deliberation and consideration of all of the record before it, the Board found it necessary and in the best interest of the District and its customers to change and increase certain rates and charges for water service; and

WHEREAS, the Board found and determined that the rates and charges for water service as set forth by this Resolution do not exceed the estimated necessary cost of providing service for which the rates and charges are being made; and

WHEREAS, the District is proposing rates for fiscal years 2024, 2025, and 2026 through a Proposition 218 process based on the District's 10-year financial plan; and

WHEREAS, if rates, in any of the three years are adjusted to be less than those adopted by this resolution, the Board will adopt said reduced rates by resolution; and

WHEREAS, if rates, in any of the three years are adjusted to be more than those adopted by this resolution, the Board will develop those rates through a new notice and hearing process under Proposition 218 (Cal. const., art. XIII D, section 6.).

NOW, THEREFORE, IT IS HEREBY RESOLVED AND ORDERED by the Board of Directors of the Carpinteria Valley Water District as follows:

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Fiscal 2024 adopted rates and charges

Rates shall be adjusted as described below; however, implementation of these changes shall not be implemented until October 6, 2023 or, if the Board so determines, at a later date.

<u>Rates and Charges for Water Service:</u> Monthly Service Charges, Dwelling Unit Equivalency Charges and Residential Equivalency Charges, and Metered Water Rates are hereby established and will become effective at the implementation date identified above:

a. <u>Water rates.</u> With the exception of the conditions outlined below, the District shall impose water rates for each unit of water used by a customer in accordance with the schedule set forth in Table 1 and with the procedures set out in the following subsections of this section.

TABLE 1

Water Rates (unit c	Water Rates (unit cost)					
1 unit = 100 cubic feet (HCF) or 748 gallons	Base	Pressure Zone I	Pressure Zone II			
	\$/HCF	\$/HCF	\$/HCF			
Single Family, Multi-family, Master Meter Residential, & Landscape						
Tier 1	\$4.48	\$4.81	\$5.14			
Tier 2	\$4.66	\$4.99	\$5.32			
Tier 3	\$5.50	\$5.83	\$6.16			
Commercial, Industrial, Public Authority, Hospitality						
Base	\$4.50	\$4.83	\$5.16			
Peak	\$5.44	\$5.77	\$6.10			
Agricultural						
Uniform	\$2.13	\$2.46	\$2.79			
Residential Equivalency Fee	\$22.50					
Temporary						
Uniform	\$4.73	\$5.06	\$5.39			
Fire						
Uniform	\$4.50					

¹ Pressure Zone I = Connections served by Gobernador Reservoir

(1) For Residential, Multi-Family, and Landscape accounts, the Tier 1 limit is 6 HCF based on efficient indoor use for a three-person household. The Tier 2 limit is 10 HCF based on average summer use (Jun. to Sep.). Tier 3 pricing applies to all consumption in excess of Tier 2 use.

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² Pressure Zone II = Connections served by Shepard Mesa Tank

For example, charges for an account that uses 36 HCF in one month would be:

Tier 1:	6	HCF	Х	\$4.48	=	\$26.88
Tier 2:	10	HCF	Х	\$4.66	=	\$46.60
Tier 3:	20	HCF	Х	\$5.50	=	\$110.00
TOTAL	36	HCF			=	\$183.48

(2) For all Master Meter accounts, the tier limit is multiplied by the number of dwelling units served by the account. This is done to equitably distribute the costs of water for all customers.

For example, if a master meter account has 4 dwelling units the maximum consumption in tier 1 would be 24 HCF and the maximum consumption in tier 2 would be 40 HCF. Therefore, charges for a master-meter account with 4 dwelling units that uses 60 HCF would be:

	Maximum	Actual					
	use	use					
Tier 1:	24	24	HCF	Χ	\$4.48	=	\$107.52
Tier 2:	40	36	HCF	Χ	\$4.66	=	\$167.76
Tier 3:		0	HCF	Χ	\$5.50	=	\$0.00
TOTAL		60	HCF			=	\$275.28

(3) For all Commercial, Hospitality, and Industrial accounts, water charges shall be determined by establishing a Base tier using the customer's December-March 5-year average water consumption. This consumption amount will establish the Base Tier amount charged at the rate specified in Table 1. All water consumed in excess of the Base tier shall be charged at the Peak tier rate. Accounts lacking sufficient water use history to establish Base Tier volumes shall be charged on the basis of the average of all qualifying accounts.

For example, a commercial account with a 5-year December to March average water consumption of 50 HCF uses 110 HCF in July. The total water charge for this account for July water use would be as follows.

Base	50	HCF	Х	\$4.50	=	\$225.00
Peak	60	HCF	Х	\$5.44	=	\$326.40
TOTAL	110	HCF			=	\$551 40

- (4) Public Authority accounts for irrigation of City parks and school fields are charged on the basis of the Agricultural uniform water rate. Other Public Authority accounts are charged on the basis of the base-peak rate.
- (5) For all **Agricultural** accounts, water charges shall adhere to the uniform rate in Table 1.
- (6) For all Fire accounts, water charges shall adhere to the uniform rate in Table 1. Misuse of private fire services (e.g., use for direct potable consumption) shall result in charges for water, service fees and / or discontinuance of service.
- (7) For all **Temporary** accounts, water charges shall adhere to the uniform rate in Table 1.
- (8) Residential Equivalency Charge (REQ). The District shall impose a REQ Charge on "Agriculture" accounts for each residential dwelling unit served by District water through the Agriculture account. See Table 1 for the REQ charge.
- (9) Monthly Capital Improvement Program Service Charge ("CIP Charge"). The CIP Charge shall be based on the 5-year average monthly water consumption for each individual account, except Temporary, Agricultural, and Fire accounts as outlined below. This volume shall be multiplied by the CIP rate in accordance with the schedule set forth in Table 2 and the procedures set out in the following subsections.

Each individual account must have a minimum of eight months of water use history for the CIP charge, except Temporary, Fire, and Agricultural accounts as outlined below. Accounts with fewer than eight months of history will be charged on the basis of a default consumption value, instead of the individualized 5-year average, as described below.

TABLE 2

Monthly Capital Improvement Program (CIP) Charge (non-Agricultural)				
Rate	\$5.58	per HCF		
Minimum	\$22.32	4 HCF per dwelling unit		
Maximun	s1,395.00	250 HCF per dwelling unit		

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(i) The CIP Charge for all Single Family Residential and Landscape accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will be charged on the basis of a default value of 12 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

 $4 \text{ HCF} \quad x \quad \$5.58 \quad = \quad \$22.32$

(ii) The CIP Charge for all Multi-Family accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will be charged on the basis of a default value of 6 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

4 HCF x \$5.58 = \$22.32

(iii) The CIP Charge for all **Commercial, Industrial, and Public Authority** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will be charged on the basis of a default value of 12 HCF..

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

$$4 \text{ HCF} \times \$5.58 = \$22.32$$

(iv) **Master Meter** and **Hospitality** accounts are subject to a minimum CIP charge of 4 HCF per dwelling unit or hotel/ motel room. Accounts with fewer than eight months of consumption history will charged on the basis of a default value of 12 HCF.

For example, if an account with 5 dwelling units has a 5-year monthly average water consumption of 15 HCF, the per-unit average would be 3 HCF which is below the minimum. The minimum for 5 dwelling units is 20 HCF.

Minimum use

$$20$$
 HCF x \$5.58 = \$111.60

- (v) **Agriculture** and **Fire** accounts shall not be subject to a CIP Charge.
- (vi) The CIP Charge for all **Temporary accounts** shall be based on the 5-year median monthly water consumption for all temporary accounts: presently, 14 HCF.

14 HCF x
$$$5.58$$
 = $$78.12$ (vii)

- b. <u>Service charges.</u> The District shall impose Monthly Service Charges in accordance with the schedule set forth in the following subsections regardless of the amount of water used by a customer during any given month or fraction thereof.
 - (1) Monthly Basic and State Water Project (SWP) Service. The schedule set forth in Table 2 defines the monthly Basic and State Water Project charges.

TABLE 3

Monthly Basic and State Water Project Charges					
Meter Size	Basic	SWP	Total		
3/4"	\$9.58	\$33.82	\$43.40		
1"	\$12.88	\$56.37	\$69.25		
1 ½"	\$21.14	\$112.73	\$133.87		
2"	\$31.05	\$180.36	\$211.41		
3"	\$62.44	\$394.53	\$456.97		
4"	\$108.70	\$710.14	\$818.84		
6"	\$219.40	\$1,465.37	1,684.77		
Multi-family residential	\$9.58	\$15.76	\$25.34		
Master meter residential	By Meter Size	\$15.76			
Hospitality	By Meter Size	\$8.59			

- (i) The Basic and State Water Project charges for Single Family Residential, Commercial, Industrial, Public Authority, Temporary, Landscape, and Agriculture accounts adhere to the rates shown in Table 2.
- (ii) **Multi-Family** and **Master Meter** accounts pay a SWP charge that is equivalent to roughly half (48%) of the SWP charge for a ¾" meter. The Basic charge for Multi-Family accounts is equal to the charge for a ¾" meter. The Basic charge for Master Meter account varies by meter size.
- (iii) **Hospitality** accounts pay a SWP charge per room that is equivalent to roughly a quarter (25%) of the SWP charge for a ³/₄" meter. The Basic charge for Hospitality accounts varies by meter size.

For example, a Hospitality account with 40 rooms that has a 1 ½" water meter is charged the SWP Hospitality rate for each room.

40 Rooms x \$8.59 = \$343.60

(2) The Agricultural Operation and Maintenance (Ag O&M) charge. The District shall impose a monthly service charge for **Agricultural** accounts in accordance with the schedule in Table 4. This charge funds operations and maintenance costs that are collected by other customer classes through the Capital Improvement Program charge.

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TABLE 4

Meter Size	Monthly O&M Charge
3/4"	\$42.32
1"	\$70.53
1 ½"	\$141.05
2"	\$225.68
3"	\$493.66
4"	\$888.58
6"	\$1,833.58

(3) <u>Monthly Service Charges for Fire Accounts.</u> The District shall impose a monthly service charge for fire accounts in accordance with the schedule in Table 5.

TABLE 5

Monthly Fire Service Charges				
Fireline Size	Charge			
2"	\$12.15			
3"	\$26.48			
4"	\$51.21			
6"	\$139.97			
8"	\$293.05			
10"	\$523.32			

Fiscal 2025 proposed rates and charges

The following rates shall be adjusted as described below; however, implementation of these changes shall not be implemented until July 1, 2024 or, if the Board determines, at a later date.

<u>Rates and Charges for Water Service:</u> Monthly Service Charges, Dwelling Unit Equivalency Charges and Residential Equivalency Charges, and Metered Water Rates are hereby established and will become effective at the implementation date identified above:

a. <u>Water rates.</u> With the exception of the conditions outlined below, the District shall impose water rates for each unit of water used by a customer in accordance with the schedule set forth in Table 1 and with the procedures set out in the following subsections of this section.

TABLE 1

Water Rates (unit cost)							
1 unit = 100 cubic feet (HCF) or 748 gallons	Base	Pressure Zone I	Pressure Zone II				
	\$/HCF	\$/HCF	\$/HCF				
Single Family, Multi-family, Master Meter Residential, & Landscape							
Tier 1	\$4.82	\$5.18	\$5.53				
Tier 2	\$5.01	\$5.37	\$5.72				
Tier 3	\$5.92	\$6.28	\$6.63				
Commercial, Industrial, Public Authority, Hospitality			<u> </u>				
Base	\$4.84	\$5.20	\$5.55				
Peak	\$5.85	\$6.21	\$6.56				
Agricultural							
Uniform	\$2.29	\$2.65	\$3.00				
Residential Equivalency Fee	\$24.19						
Temporary							
Uniform	\$5.09	\$5.45	\$5.80				
Fire							
Uniform	\$4.84						

¹ Pressure Zone I = Connections served by Gobernador Reservoir

(1) For Residential, Multi-Family, and Landscape accounts, the Tier 1 limit is 6 HCF based on efficient indoor use for a three-person household. The Tier 2 limit is 10 HCF based on average summer use (Jun. to Sep.). Tier 3 pricing applies to all consumption in excess of Tier 2 use.

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² Pressure Zone II = Connections served by Shepard Mesa Tank

For example, charges for an account that uses 36 HCF in one month would be:

```
Tier 1:
               HCF
                            $4.82
                                             $28.92
          6
                       Χ
Tier 2:
         10
               HCF
                            $5.01
                                             $50.10
                                     =
                       Х
Tier 3:
               HCF
                                            $118.40
         20
                       Х
                            $5.92
                                     =
TOTAL
         36
               HCF
                                            $197.42
                                     =
```

(2) For all Master Meter accounts, the tier limit is multiplied by the number of dwelling units served by the account. This is done to equitably distribute the costs of water for all customers.

For example, if a master meter account has 4 dwelling units, the maximum consumption in tier 1 would be 24 HCF and the maximum consumption in tier 2 would be 40 HCF. Therefore, charges for a master-meter account with 4 dwelling units that uses 60 HCF would be:

	Maximum	Actual					
	use	use					
Tier 1:	24	24	HCF	Χ	\$4.82	=	\$115.68
Tier 2:	40	36	HCF	Х	\$5.01	=	\$180.36
Tier 3:		0	HCF	Χ	\$5.92	=	\$0.00
TOTAL		60	HCF			=	\$296.04

(3) For all **Commercial**, **Hospitality**, **and Industrial** accounts, water charges shall be determined by establishing a Base tier using the customer's December-March 5-year average water consumption. This consumption amount will establish the Base Tier amount charged at the rate specified in Table 1. All water consumed in excess of the Base tier shall be charged at the Peak tier rate. Accounts lacking sufficient water use history to establish Base Tier volumes shall be determined by the average of all qualifying accounts.

For example, a commercial account with a 5-year December to March average water consumption of 50 HCF uses 110 HCF in July. The total water charge for this account for July water use would be as follows.

Base	50	HCF	Х	\$4.84	=	\$242.00
Peak	60	HCF	Х	\$5.85	=	\$351.00
TOTAL	110	HCF			=	\$593.00

- (4) Public Authority accounts for irrigation of City parks and school fields are charged on the basis of the Agricultural uniform water rate. Other Public Authority accounts are charged on the basis of the base-peak rate.
- (5) For all **Agricultural** accounts, water charges shall adhere to the uniform rate in Table 1.
- (6) For all Fire accounts, water charges shall adhere to the uniform rate in Table 1. Misuse of private fire services (e.g., use for direct potable consumption) shall result in charges for water, service fees and / or discontinuance of service.
- (7) For all **Temporary** accounts, water charges shall adhere to the uniform rate in Table 1.
- (8) Residential Equivalency Charge (REQ). The District shall impose a REQ Charge on "Agriculture" accounts for each residential dwelling unit served by District water through the Agriculture account. See Table 1 for the REQ charge.
- (9) Monthly Capital Improvement Program Service Charge ("CIP Charge"). The CIP Charge shall be based on the 5-year average monthly water consumption for each individual account, except Temporary accounts as outlined below. This volume shall be multiplied by the CIP rate in accordance with the schedule set forth in Table 2 and the procedures set out in the following subsections.

Each individual account must have a minimum of eight months of water use history for the CIP charge, except Temporary, Fire, and Agricultural accounts as outlined below. Accounts with fewer than eight months of history will be charged on the basis of a default consumption value, instead of the individualized 5-year average, as described below.

TABLE 2

Monthly Capital Improvement Program (CIP) Charge (non-Agricultural)				
Rate	\$6.00	per HCF		
Minimum	\$24.00	4 HCF per dwelling unit		
Maximum	\$1,500.00	250 HCF per dwelling unit		

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(i) The CIP Charge for all Single Family Residential and Landscape accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will be charged on the basis of a default value of 12 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

 $4 \text{ HCF} \times \$6.00 = \24.00

(ii) The CIP Charge for all Multi-Family accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will be charged on the basis of a default value of 6 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

4 HCF x \$6.00 = \$24.00

(iii) The CIP Charge for all Commercial, Industrial, and Public Authority accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will be charged on the basis of a default value of 12 HCF... This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

 $4 \text{ HCF} \times \$6.00 = \24.00

(iv) **Master Meter** and **Hospitality** accounts are subject to a minimum CIP charge of 4 HCF per dwelling unit or hotel/ motel room. Accounts with fewer than eight months of consumption history will be charged on the basis of a default value of 12 HCF.

For example, if an account with 5 dwelling units has a 5-year monthly average water consumption of 15 HCF, the per-unit average would be 3 HCF which is below the minimum. The minimum for 5 dwelling units is 20 HCF.

Minimum use

20 HCF x \$6.00 = \$120.00

- (v) **Agriculture** and **Fire** accounts shall not be subject to a CIP Charge.
- (vi) The CIP Charge for all **Temporary accounts** shall be based on the 5-year median monthly water consumption for all temporary accounts: presently 14 HCF.

14 HCF \times \$6.00 = \$84.00

- b. <u>Service charges.</u> The District shall impose Monthly Service Charges in accordance with the schedule set forth in the following subsections regardless of the amount of water used by a customer during any given month or fraction thereof.
 - (1) Monthly Basic and State Water Project (SWP) Service. The schedule set forth in Table 2 defines the monthly Basic and State Water Project charges.

TABLE 3

Monthly Basic and State Water Project Charges								
Meter Size	Basic	SWP	Total					
3/4"	\$10.30	\$36.36	\$46.66					
1"	\$13.85	\$60.60	\$74.45					
1 1/2"	\$22.73	\$121.19	\$143.92					
2"	\$33.38	\$193.89	\$227.27					
3"	\$67.13	\$424.12	\$491.25					
4"	\$116.86	\$763.41	\$880.27					
6"	\$235.86	\$1,575.28	1,811.14					
Multi-family residential	\$10.30	\$16.95	\$27.25					
Master meter residential	By Meter Size	\$16.95						
Hospitality	By Meter Size	\$9.24						

- (i) The Basic and State Water Project charges for Single Family Residential, Commercial, Industrial, Public Authority, Temporary, Landscape, and Agriculture accounts adhere to the rates shown in Table 2.
- (ii) **Multi-Family** and **Master Meter** accounts pay a SWP charge that is equivalent to roughly half (48%) of the SWP charge for a ¾" meter. The Basic charge for Multi-Family accounts is equal to the charge for a ¾" meter. The Basic charge for Master Meter account varies by meter size.
- (iii) **Hospitality** accounts pay a SWP charge per room that is equivalent to roughly a quarter (25%) of the SWP charge for a ¾" meter. The Basic charge for Hospitality accounts varies by meter size.

For example, a Hospitality account with 40 rooms that has a 1 ½" water meter is charged the SWP Hospitality rate for each room.

40 Rooms x \$9.24 = \$369.60

(2) The Agricultural Operation and Maintenance (Ag O&M) charge. The District shall impose a monthly service charge for **Agricultural** accounts in accordance with the schedule in Table 4. This charge funds operations and maintenance costs that are collected by other customer classes through the Capital Improvement Program charge.

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TABLE 4

Meter Size	Monthly O&M Charge
3/4"	\$45.50
1"	\$75.82
1 1/2"	\$151.63
2"	\$242.61
3"	\$530.69
4"	\$955.23
6"	\$1,971.10

(3) <u>Monthly Service Charges for Fire Accounts.</u> The District shall impose a monthly service charge for fire accounts in accordance with the schedule in Table 5.

TABLE 5

Monthly Fire Service Charges					
Fireline Size	Charge				
2"	\$13.07				
3"	\$28.47				
4"	\$55.06				
6"	\$150.47				
8"	\$315.03				
10"	\$562.57				

Fiscal 2026 proposed rates and charges

The following rates shall be adjusted as described below; however, implementation of these changes shall not be implemented until July 1, 2025 or, if the Board determines, at a later date.

<u>Rates and Charges for Water Service:</u> Monthly Service Charges, Dwelling Unit Equivalency Charges and Residential Equivalency Charges, and Metered Water Rates are hereby established and will become effective at the implementation date identified above:

a. <u>Water rates.</u> With the exception of the conditions outlined below, the District shall impose water rates for each unit of water used by a customer in accordance with the schedule set forth in Table 1 and with the procedures set out in the following subsections of this section.

TABLE 1

Water Rates (unit cost)						
1 unit = 100 cubic feet (HCF) or 748 gallons	Base	Pressure Zone I	Pressure Zone II			
	\$/HCF	\$/HCF	\$/HCF			
Single Family, Multi-family, Master Meter Residential, & Landscape						
Tier 1	\$5.19	\$5.58	\$5.96			
Tier 2	\$5.39	\$5.78	\$6.16			
Tier 3	\$6.37	\$6.76	\$7.14			
Commercial, Industrial, Public Authority, Hospitality						
Base	\$5.21	\$5.60	\$5.98			
Peak	\$6.29	\$6.68	\$7.06			
Agricultural						
Uniform	\$2.47	\$2.86	\$3.24			
Residential Equivalency Fee	\$26.01					
Temporary						
Uniform	\$5.48	\$5.87	\$6.25			
Fire						
Uniform	\$5.21					

¹ Pressure Zone I = Connections served by Gobernador Reservoir

(1) For Residential, Multi-Family, and Landscape accounts, the Tier 1 limit is 6 HCF based on efficient indoor use for a three-person household. The Tier 2 limit is 10 HCF based on average summer use (Jun. to Sep.). Tier 3 pricing applies to all consumption in excess of Tier 2 use.

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² Pressure Zone II = Connections served by Shepard Mesa Tank

For example, charges for an account that uses 36 HCF in one month would be:

Tier 1:	6	HCF	Х	\$5.19	=	\$31.14
Tier 2:	10	HCF	Х	\$5.39	=	\$53.90
Tier 3:	20	HCF	X	\$6.37	=	\$127.40
TOTAL	36	HCF			=	\$212.44

(2) For all Master Meter accounts, the tier limit is multiplied by the number of dwelling units served by the account. This is done to equitably distribute the costs of water for all customers.

For example, if a master meter account has 4 dwelling units, the maximum consumption in tier 1 would be 24 HCF and the maximum consumption in tier 2 would be 40 HCF. Therefore, charges for a master-meter account with 4 dwelling units that uses 60 HCF would be:

	Maximum	Actual					
	use	use					
Tier 1:	24	24	HCF	X	\$5.19	=	\$124.56
Tier 2:	40	36	HCF	Χ	\$5.39	=	\$194.04
Tier 3:		0	HCF	Χ	\$6.37	=	\$0.00
TOTAL		60	HCF			=	\$318.60

(3) For all Commercial, Hospitality, and Industrial accounts, water charges shall be determined by establishing a Base tier using the customer's December-March 5-year average water consumption. This consumption amount will establish the Base Tier amount charged at the rate specified in Table 1. All water consumed in excess of the Base tier shall be charged at the Peak tier rate. Accounts lacking sufficient water use history to establish Base Tier volumes shall be charged on the basis of the average of all qualifying accounts.

For example, a commercial account with a 5-year December to March average water consumption of 50 HCF uses 110 HCF in July. The total water charge for this account for July water use would be as follows.

Base	50	HCF	Χ	\$5.21	=	\$260.50
Peak	60	HCF	Х	\$6.29	=	\$377.40
TOTAL	110	HCF			=	\$637.90

- (4) Public Authority accounts for irrigation of City parks and school fields are charged the Agricultural uniform water rate. Other Public Authority accounts are charged the base-peak rate.
- (5) For all **Agricultural** accounts, water charges shall adhere to the uniform rate in Table 1.
- (6) For all Fire accounts, water charges shall adhere to the uniform rate in Table 1. Misuse of private fire services (e.g., use for direct potable consumption) shall result in charges for water, service fees and / or discontinuance of service.
- (7) For all **Temporary** accounts, water charges shall adhere to the uniform rate in Table 1.
- (8) Residential Equivalency Charge (REQ). The District shall impose a REQ Charge on "Agriculture" accounts for each residential dwelling unit served by District water through the Agriculture account. See Table 1 for the REQ charge.
- (9) Monthly Capital Improvement Program Service Charge ("CIP Charge"). The CIP Charge shall be based on the 5-year average monthly water consumption for each individual account, except Temporary Fire, and Agricultural accounts as outlined below. This volume shall be multiplied by the CIP rate in accordance with the schedule set forth in Table 2 and the procedures set out in the following subsections.

Each individual account must have a minimum of eight months of water use history for the CIP charge, except Temporary accounts as outlined below. Accounts with fewer than eight months of history will be charged on the basis of a default consumption value, instead of the individualized 5-year average, as described below.

TABLE 2

Monthly Capital Improvement Program (CIP) Charge (non-Agricultural)		
Rate	\$6.45	per HCF
Minimum	\$25.80	4 HCF per dwelling unit
Maximum	\$1,612.50	250 HCF per dwelling unit

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(i) The CIP Charge for all Single Family Residential and Landscape accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will be charged on the basis of a default value of 12 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

4 HCF x \$6.45 = \$25.80

(ii) The CIP Charge for all Multi-Family accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will be charged on the basis of a default value of 6 HCF.

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

4 HCF x \$6.45 = \$25.80

(iii) The CIP Charge for all **Commercial, Industrial, and Public Authority** accounts shall be based on the 5-year average monthly water consumption for each individual account. Accounts with fewer than eight months of consumption history will charged on the basis of a default value of 12 HCF..

This volume shall be multiplied by an annually determined CIP rate. A minimum CIP charge based on 4 HCF per month and a maximum charge based upon 250 HCF per month shall be applied.

For example, if an account has a 5-year monthly average water consumption of 3 HCF, the CIP charge would be based on the minimum of 4 HCF.

 $4 \text{ HCF} \times \$6.45 = \25.80

(iv) **Master Meter** and **Hospitality** accounts are subject to a minimum CIP charge of 4 HCF per dwelling unit or hotel/ motel room. Accounts with fewer than eight months of consumption history will be charged on the basis of a default value of 12 HCF.

For example, if an account with 5 dwelling units has a 5-year monthly average water consumption of 15 HCF, the per-unit average would be 3 HCF which is below the minimum. The minimum for 5 dwelling units is 20 HCF.

Minimum use

20 HCF x \$6.45 = \$129.00

- (v) **Agriculture** and **Fire** accounts shall not be subject to a CIP Charge.
- (vi) The CIP Charge for all **Temporary accounts** shall be based on the 5-year median monthly water consumption for all temporary accounts: presently 14 HCF.

14 HCF \times \$6.45 = \$90.30

- b. <u>Service charges.</u> The District shall impose Monthly Service Charges in accordance with the schedule set forth in the following subsections regardless of the amount of water used by a customer during any given month or fraction thereof.
 - (1) Monthly Basic and State Water Project (SWP) Service. The schedule set forth in Table 2 defines the monthly Basic and State Water Project charges.

TABLE 3

Monthly Basic and State Water Project Charges			
Meter Size	Basic	SWP	Total
3/4"	\$11.08	\$39.09	\$50.17
1"	\$14.89	\$65.15	\$80.04
1 1/2"	\$24.44	\$130.28	\$154.72
2"	\$35.89	\$208.44	\$244.33
3"	\$72.17	\$455.93	\$528.10
4"	\$125.63	\$820.67	\$946.30
6"	\$253.55	\$1,693.43	1,946.98
Multi-family residential	\$11.08	\$18.23	\$29.31
Master meter residential	By Meter Size	\$18.23	
Hospitality	By Meter Size	\$9.94	

- (i) The Basic and State Water Project charges for Single Family Residential, Commercial, Industrial, Public Authority, Temporary, Landscape, and Agriculture accounts adhere to the rates shown in Table 2.
- (ii) **Multi-Family** and **Master Meter** accounts pay a SWP charge that is equivalent to roughly half (48%) of the SWP charge for a ¾" meter. The Basic charge for Multi-Family accounts is equal to the charge for a ¾" meter. The Basic charge for Master Meter account varies by meter size.
- (iii) **Hospitality** accounts pay a SWP charge per room that is equivalent to roughly a quarter (25%) of the SWP charge for a ³/₄" meter. The Basic charge for Hospitality accounts varies by meter size.

For example, a Hospitality account with 40 rooms that has a 1 ½" water meter is charged the SWP Hospitality rate for each room.

40 Rooms x \$9.94 = \$397.60

(2) The Agricultural Operation and Maintenance (Ag O&M) charge. The District shall impose a monthly service charge for **Agricultural** accounts in accordance with the schedule in Table 4. This charge funds operations and maintenance costs that are collected by other customer classes through the Capital Improvement Program charge.

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TABLE 4

Meter Size	Monthly O&M Charge
3/4"	\$48.92
1"	\$81.51
1 1/2"	\$163.01
2"	\$260.81
3"	\$570.50
4"	\$1,026.88
6"	\$2,118.94

(3) <u>Monthly Service Charges for Fire Accounts.</u> The District shall impose a monthly service charge for fire accounts in accordance with the schedule in Table 5.

TABLE 5

Monthly Fire Service Charges		
Fireline Size	Charge	
2"	\$14.06	
3"	\$30.61	
4"	\$59.19	
6"	\$161.76	
8"	\$338.66	
10"	\$604.77	

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<u>Payment of the Monthly Charges.</u> Payment of the monthly Basic, SWP and CIP charges does not entitle the customer to any quantity of water. All water used by a customer will be supplied to a customer at the rate set forth in the sections above.

Appeals of Base tier and CIP calculations. In the event that a customer or account holder disagrees with the District derived values for the Base tier, Tier 1, or CIP amounts of water, said customer may petition the Assistant General Manager to solely at his or her discretion assign a different methodology for calculation of these values. Any customer appealing District derived values shall have at least 6 months of water use history, including the December through March period.

Compliance with Article XIII D of the California Constitution. The Governing Board has determined that the imposition of the District's rates and charges for water service complies with the requirements of Article XIII D, section 6 (b) of the California Constitution. Furthermore, and in accordance with the requirements of Section 6 (a) and (c), the District (i) provided 45 days prior written notice of the public hearing at which the Board considered the proposed changes and increases in the District's rates and charges for water service; (ii) considered all written protests presented to the District Board at or prior to the close of the public hearing; and (iii) following the conclusion of the public hearing, the District's General Manager counted the total number of written protest received by the District and informed the District Board that no majority protest existed.

<u>Procedural Exemption for Water Rates and Charges:</u> Pursuant to Section 66018 (d) of the Government Code, the rates and charges for water service as established in this Resolution are exempt from the notice and public hearing requirements of Section 66018 of the Government Code. It is further found and determined that these rates and charges are not the type of fees and charges as set forth in Section 66016 (d) of the Government Code and therefore are not subject to the procedural requirements of Section 66016 of the Government Code.

<u>Effective Date of Resolution:</u> This Resolution shall be in full force and effect upon adoption and shall remain in effect until changed by the District Board.

Amendment to the District's Rules and Regulations: Conflicts; Validity: The terms and provisions of this Resolution shall become a part of the District Rules and Regulations. To the extent that the terms and provisions of this Resolution are inconsistent or in conflict with the terms and provisions of any prior District ordinance, resolution, or rule and regulations, the terms of this Resolution shall prevail, and inconsistent and conflicting provisions of prior ordinances, resolutions and rules and regulations shall be suspended during the effective period of this Resolution. If any section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Resolution. The Board hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, sentence, clauses or phrases be unconstitutional or invalid.

Exception from the Requirements of CEQA: Section 21080 (b) (8) of the Public Resources Code is contained in and is a part of the California Environmental Quality Act (CEQA). Section 21080 (b) (8) of said Act provides that CEQA does not apply to the establishment, modification, structuring, restructuring or approval of rates, tolls, fares or other charges by a public agency

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which are for the purpose of (1) meeting operating expense, including employee wage rates and fringe benefits, (2) purchasing or leasing supplies, equipment or materials, (3) meeting financial reserve needs or requirements, or (4) obtaining funds for capital projects necessary to maintain service within existing service areas.

It is hereby found and determined that none of the rates and charges fixed and established by this Resolution are for any purposes other than the purposes set forth in Section 21080 (b) (8) and are therefore, pursuant to said Section, exempt from the requirements of CEQA. This Resolution constitutes the written findings of the record of the proceedings claiming the aforesaid exemption. The District Secretary is hereby authorized and directed to prepare and file a Notice of Exemption based upon Public Resources Code section 21080 (b) (8).

PASSED AND ADOPTED by the Governing Board of the Carpinteria Valley Water District on the 29th day of November, 2023, by the following roll call vote:

AYES: NAYES: ABSENT: ABSTAIN:	
ADSTAIN.	APPROVED:
ATTEST:	Case Van Wingerden, Board President
Robert Mc Donald, Secretary	

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Appendix F

APPLICATION FOR SERVICE / TERMINATION

CVWD Account: <u>USACCT</u> (Office use only)

Carpinteria Valley Water District (805) 684-2816 1301 Santa Ynez Ave. Carpinteria CA, 93013

District Office: 1301 Santa Ynez Ave. Carpinteria CA, 930 Payments/ P.O. Box 36, Carpinteria CA, 93014-0036

Correspondence:

Phone:

Website: <u>www.cvwd.net</u>

OCCUPANT APPLICATION FOR SERVICE This form is to be completed by Rental Tenants when applying for water service.

Primary Name: Start Service Date: Secondary Name: Number of Dwelling Units/Residences (to be served by meter): Service Address: Mailing Address: Email: Create 4-digit PIN _____ or provide Driver's License # _____ Primary Phone: Secondary Phone: **OCCUPANT** hereby agrees: I agree to be personally responsible for payment of all water bills for water delivered to the property address identified in this application. I agree to give Carpinteria Valley Water District written notice if I wish to discontinue service, and I understand that I will be responsible for payment for all service through the date when service is discontinued. I also understand that all bills not paid by the Penalty Date will incur door-tag fee. I am aware that my water service may be discontinued if my payments are not paid by 9:00 a.m. on shut off date and that service will not be reconnected until all delinquent charges and any penalties have been paid. I understand the District may contact me directly regarding any outstanding balance or delinquent payment. I agree to abide by all District Rules and Regulations, available online at www.cvwd.net. Name: _____Signature: _____ Date: __

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NOTE: SIGNATURE OF PROPERTY OWNER (PAGE 2) IS REQUIRED FOR THIS APPLICATION TO BE COMPLETE.

OCCUPANT APPLICATION FOR SERVICE - PAGE 2

PROPERTY OWNER hereby agrees:

I declare that I am a legal owner of the property identified by the above property address, or the authorized agent of the owner, with authority to obligate the owner as stated herein. By co-signing this Occupant Application for water service at the subject property, I agree that the owner shall be jointly and severally responsible for any amounts due Carpinteria Valley Water District that the occupant fails to pay following termination or discontinuance of service to the property. I understand that if the occupant vacates the property without making final payment of all amounts due, the District may refuse to resume service to the property until the owner has paid all outstanding amounts in full, and the District thereafter may refuse Occupant Applications for service at this property, requiring the owner to be solely responsible to the District for all such services and may resort to placing a lien upon all real property. I further agree to defend and indemnify the District and its officers, employees and agents, and will hold them harmless from any and all liability arising from this Application and/or provision of service as requested. I understand the District may contact me directly regarding any outstanding balance or delinquent payment.

Name:	Signature:Phone(s):	
Date:	Phone(s):	
Mailing Address:		
Convince Addresses		
Service Address.		

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CVWD Account: <u>USACCT</u> (Office use only)

Carpinteria Valley Water District

Phone: (805) 684-2816

District Office: 1301 Santa Ynez Ave. Carpinteria CA, 93013

Payments/ P.O. Box 36, Carpinteria CA, 93014-0036

Correspondence:

Website: <u>www.cvwd.net</u>

OWNER APPLICATION FOR SERVICE

This form is to be completed by Property Owners when applying for water service.

Primary Name:	Start Service Date:	
Secondary Name/ Property Management Co.:		
Business name		
Service Address:		
Mailing Address:		
Email:		
Create 4-digit PIN	Or provide Driver's License #	
Primary Phone:	Secondary Phone:	

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PROPERTY OWNER hereby agrees:

I declare that I am the legal owner of the property identified above and agree to be solely responsible for and guarantee payment for all water bills incurred at the property identified herein. I agree to give Carpinteria Valley Water District written request for Termination of Water Service in order to discontinue service and understand that I am responsible for payment of all service through the Termination date shown on said notice. I understand that as the property owner I am still responsible for payment of any monthly service charges accrued after the termination date in the event that no other party assumes responsibility for water service.

I understand that bills not paid by 5:00 PM on the Penalty Date will receive a door-tag fee, and that the District offers a Direct Pay Program for automatic debit of the monthly bill.

I also understand that water service may be discontinued if my bill is not paid by the specified shut off date, and that water service will not be restored until all delinquent and penalty charges have been paid. I understand the District may contact me directly regarding any outstanding balance or delinquent payment.

I further agree to defend and indemnify the District and its officers, employees, and agents, and will hold them harmless from any and all liability arising from this Application and/or provision of service as requested.

I agree to abide by all District Rules and Regulations. (See www.cvwd.net for more information.)

Name:		Signature:	
	Date:	<u> </u>	

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Phone: (805) 684-2816

District Office: 1301 Santa Ynez Ave. Carpinteria CA, 93013 Payments/ P.O. Box 36, Carpinteria CA, 93014-0036

Correspondence:

Website: www.cvwd.net

REQUEST FOR TERMINATION OF WATER SERVICE

This form is to be completed by customer of record when terminating water service.

Name:	Account Number:	
Sarvica Address/ADN:		
Termination Date:		
Closing Bill Mailing Address		
Primary Phone:	Secondary Phone:	
•	ate a closing bill for which you will be responsible. If you have a posit will be applied to your closing bill.	
Any remaining balance will	e mailed to the closing bill mailing address above.	
	ntinued and responsibility for payment of all charges will not end by Carpinteria Valley Water District.	
I hereby authorize the Carpir	eria Valley Water District to discontinue water service in my name:	
Name:	Signature:	
Date:		

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Appendix G

AMI Meter Reading Opt-out Application CARPINTERIA VALLEY WATER DISTRICT

Advanced Metering Infrastructure (AMI)

Opt-out Program Application

At CVWD, we support offering our customers a choice in metering infrastructure. The AMI Optout Program is for residential customers who prefer not to have the data collector/ transmitter installed with their water meter. The program allows customers to have their meter read manually at the end of every month.

Please note, if you choose to opt out, the following charges will be added to your monthly water bill:

An initial setup fee of \$36.35; and

Meter reading fee of \$10.05 per month.

Please complete both Section A and Section B.

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Section B: Acknowledgements

Please sign and date all of the following:	
	the account identified above, hereby request that the advance metering infrastructure from the
Signature*	Date*
_	ny water bill for the set-up of my account to optot refundable nor transferable to another address
Signature*	Date*
I understand that I will be charged a monthly identified account and that this fee is not refu District.	meter reading fee on my water bill for the undable nor transferable to another address in the
Signature*	Date*
I understand that should I choose to stop par account that I cannot re-enroll in the opt-out request for the identified account.	ticipating in this opt-out program for the identified program for a period of 12 months after the
Signature*	Date*
I understand that annually the District may re	e-evaluate the cost of reading the meter for the

Please return the original, signed application to the District. Digital and facsimile copies will not be accepted.

Signature*______Date*_____

identified account and that this monthly fee may change in the future.

1301 Santa Ynez Ave. Carpinteria CA 93013

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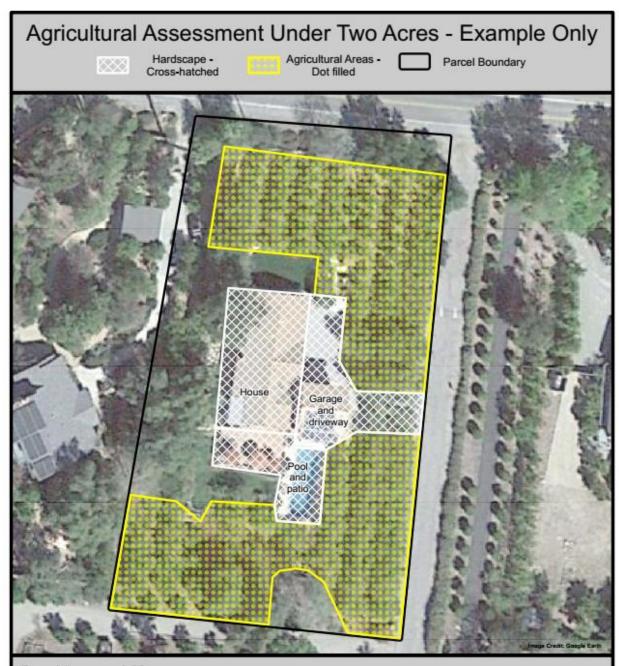
Appendix H

Accounts must meet specific requirements detailed in Rule 11 to qualify as the agricultural account class. The example below illustrates these requirements.

The following example shows a customer that is requesting the District reclassify their account as the agricultural account class. Because there are less than two acres of agriculture on this customer's parcel, the District must review the parcel to determine whether it meets the requirements of the agricultural account class.

The total parcel area is 1.06 acres. Excluding hardscape, the remaining parcel area is 0.86 acres. To qualify, the minimum agricultural area is 50% of the remaining parcel area and not less than 0.33 acres. Therefore, the minimum qualifying agricultural area is 0.43 acres. The proposed agricultural area of 0.46 acres meets the minimum requirement. However, final approval is subject to District determination.

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Parcel Acreage: 1.06 acres

Software calculated acreage of hardscape (Cross-hatched area): 0.21 acres Software calculated acreage of agricultural areas (Dot filled area): 0.46 acres

Parcel acreage remaining after excluding acreage of residential structures, hardscape, and adjacent landscape

1.06 acres - 0.21 acres = 0.86 acres that are not hardscape

At least 50% of the remaining acreage $(0.86 \pm 2 = 0.43 \text{ acres})$ must be agricultural and no less than 0.33 acres. This parcel has 0.46 acres of agricultural use and 0.46 is greater than 0.43 acres; therefore this parcel would qualify for the agricultural rate.

Created by CVWD Engineering May 2023

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June 19, 2023

Compensation and Benefit Study Proposal

Carpinteria Valley Water District

KOFF & ASSOCIATES, A GALLAGHER COMPANY

GEORG S. KRAMMER

Managing Director, Compensation and Rewards Consulting

2835 Seventh Street Berkeley, CA 94710 www.KoffAssociates.com

georg_krammer@ajg.com

Tel: 510.658.5633 Fax: 510.652.5633

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June 19, 2023

Ms. Norma Rosales Assistant General Manager 1301 Santa Ynez Avenue Carpinteria, CA 93013

Dear Ms. Rosales:

Thank you for the opportunity to respond to your Request for Proposals for a <u>Compensation and Benefits</u> <u>Study</u> for the <u>Carpinteria Valley Water District</u> ("District"). We are most interested in assisting the District with this important study and feel that we are uniquely qualified to provide value to your organization based on our experience working with other cities, counties, special districts, joint-powers associations, and other public agencies.

Koff & Associates, now a Gallagher company, is an experienced Human Resources and Recruitment Services firm providing human resources services to cities, counties, special districts, courts, educational institutions, and other public agencies for 39 years. The firm has achieved a reputation for working successfully with management, employees, and governing bodies. We believe in a high level of dialogue and input from study stakeholders and our proposal speaks to that level of effort. Our firm's extra effort has resulted in close to 100% implementation of all our classification and compensation studies.

Koff & Associates ensures that each of our projects is given the appropriate resources and attention, resulting in a high level of quality control, excellent communication between clients and our office, commitment to meeting timelines and budgets, and a consistently high-caliber work product.

As a Managing Director of Koff & Associates, I would assume the role of Project Director and be responsible for the successful completion of project. I can be reached at our Berkeley address and the phone number listed on the cover page. My email is georg_krammer@ajg.com.

This proposal will remain valid for at least 90 days from the date of submittal. Please call if you have any questions or wish additional information. We look forward to the opportunity to provide professional services to the <u>Carpinteria Valley Water District</u>.

Sincerely,

Georg S. Krammer

Jeops. Mrammun

Managing Director, Compensation and Rewards Consulting

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Appendix

- Project Team BiographiesK&A Client List

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FIRM QUALIFICATIONS

Koff & Associates ("K&A") is a full-spectrum, public-sector human resources and recruitment services firm that was founded in 1984 by Gail Koff; K&A has been assisting cities, counties, special districts, other public agencies, and non-profit organizations with their human resources needs for 39 years.

On April 30, 2021, we merged with Arthur J. Gallagher and are now officially a Gallagher Division. Our headquarters are in Berkeley, CA, and we have satellite offices in Southern California, the Central Valley, the Sacramento Region, and the Western Region.

We are familiar with the various public sector organizational structures, agency missions, operational and budgetary requirements, and staffing expectations. We have extensive experience working in both union and non-union environments (including service as the management representative in meet & confer and negotiation meetings), working with City Councils, County Commissions, Boards of Directors, Boards of Supervisors, Boards of Trustees, Merit Boards, and Joint Power Authorities.

The firm's areas of focus are classification and compensation studies (approximately 70% of our workload); executive search and staff recruitments; organizational development/assessment studies; performance management and incentive compensation programs; development of strategic management tools; policy/procedure development and employee handbooks; training and development; public agency consolidations and separations; Human Resources audits; and serving as off-site Human Resources Director for smaller public agencies that need the expertise of a Human Resources Director but do not need a full-time, on-site professional.

Without exception, all our classification and compensation studies have successfully met all of our intended commitments; communications were successful with employees, supervisors, management, and union representatives; and we were able to assist each agency in successfully implementing our recommendations. All studies were brought to completion within stipulated time limits and proposed budgets.

Our long list of clients (please see https://koffassociates.com/our-clients/) is indicative of our firm's reputation as being a quality organization that can be relied on for producing comprehensive, sound, and cost-effective recommendations and solutions. K&A has a reputation for being "hands on" with the ability and expertise to implement its ideas and recommendations through completion in both union and non-union environments.

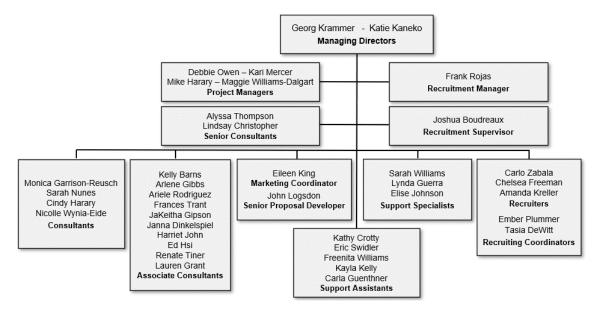
K&A relies on our stellar reputation and the recommendations and referrals of past clients to attract new clients. Our work speaks for itself and our primary goal is to provide professional and technical consulting assistance with integrity, honesty and a commitment to excellence. We are very proud of the fact that in working with hundreds of public agency clients and completing hundreds of classification and/or compensation and other types of studies, we have only had a handful of formal appeals in our entire history.

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Our team consists of 39 employees as shown below in our organizational chart.



No subcontractors will be assigned to this study.

TEAM MEMBER QUALIFICATIONS

All members of our team have worked on multiple comprehensive classification and total compensation studies and are well acquainted with the wide array of public sector organizational structures, compensation structures, classification plans, as well as the challenges and issues that arise when conducting studies such as this one for the District.

KEY PERSONNEL

Our project team will be led by Co-Project Directors Georg Krammer (Managing Director), and Mike Harary (Project Manager). They will coordinate all of K&A's efforts, attend all meetings with the City, and be responsible for all work products and deliverables.

CONSULTANTS

Lindsay Christopher (Senior Consultant), Arlene Gibbs (Associate Consultant), Edi Hsi (Associate Consultant), Kelly Barns (Associate Consultant), Cindy Harary (Consultant) will conduct classification analysis and interviews with employees and management, compensation data collection and analysis, internal job analysis, develop recommendations and implementation strategies.

WORKLOAD

We currently have a team of 25 HR consultants and five administrative support staff – resources that we are able to pool base on each project's needs, to execute projects and to meet clients' needs and expectations. Each time we are selected as the successful bidder on a project, we strategize to determine project timelines, deliverable deadlines, and the resources that are required to produce the deliverables as promised. We are poised to accommodate the District's classification and compensation study and plan to devote the necessary resources for the successful execution of the project.

Biographies of the specific staff who will be assigned to this study are provided in the Appendix.

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REFERENCES

Agency & Project	Contact
Antelope Valley East Kern Water Agency Total Compensation Study - 2021	Mr. Matthew Knudson Assistant General Manager (661)943-3201 6500 W Ave N. Palmdale, CA 93551 mknudson@avek.org
Bay Area Water Supply & Conservation Agency Total Compensation Study, completed in 2018 and 2020. Classification Study of Sr. Admin. Analyst, completed 2017. Classification and Compensation Studies, completed in 2007, 2008, 2010, 2013, 2015, and 2016. Beaumont-Cherry Valley Water District	Ms. Deborah Grimes Office Manager (650) 349-3000 155 Bovet Road, Suite 302 San Mateo, CA 94402 DGrimes@bawsca.org Dr. Kirene B. Manini Director of Finance
Classification and Compensation Study (February 2022). Compensation Study, completed 2017.	(951) 845-9581 x 224 560 Magnolia Ave. Beaumont, CA 92223 Kirene.manini@bcvwd.org
Calaveras County Water District Total Compensation Study, completed 2019 Classification and Total Compensation Study, completed 2004.	Ms. Stacey Lollar Director of HR (209) 754-3015 120 Toma Court, San Andreas, CA 95249 staceyl@ccwd.org
Chino Basin Water Conservation District Classification & Compensation Study, completed 2021. Small Classification Study completed in 2022.	Ms. Elizabeth Skrzat General Manager (909)267-3220 4594 San Bernardino St. Montclair, CA 91763 eskrzat@cbwcd.org
Coachella Valley Water District Classification and Compensation Study, 2023.	Mr. Bill Walters Human Resources Administrator (760)398-2661 ext. 2372 51501 Tyler St. Coachella, CA 92236 bwalters@cvwd.gov
Contra Costa Water District Classification Study, anticipated to complete 2021.	Ms. Kristen Cunningham Director of People & Culture 925-688-8172 1331 Concord Ave. Concord, CA 94520 kcunningham@ccwater.com

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Cucamonga Valley Water District	Ms. Roberta Perez
Total Compensation Study, completed in 2014 and 2019.	Human Resources Administrator (909) 987-2591; Ext. 7410 10440 Ashford Street Rancho Cucamonga, CA 91730 robertap@cvwdwater.com
Eastern Municipal Water District	Ms. Laura Zamora
Classification and Total Compensation Study, completed 2019.	Director of Human Resources (951) 928-3777, Ext. 4224 2270 Trumble Road Perris, CA 92572 zamorala@emwd.org
Marin Municipal Water District Classification and Compensation Study, 2019. Various Recruitment work since 2019. Flex Staffing Classification Study, 2021.	Ms. Vikkie Garay Human Resources Manager (415)945-1430 220 Nellen Avenue Corte Madera, CA 94925 vgaray@marinwater.org
North Coast County Water District Total Compensation Study, completed 2021. Compensation Study, completed 2016.	Ms. Stephanie Dalton Management Analyst II (650) 355-3462 2400 Francisco Blvd. Pacifica, CA 94044 stephaniedalton@nccwd.com
Rancho California Water District Compensation study, completed 2022. Compensation Study, completed 2019.	Ms. Eileen Dienzo Director of Human Resources (951) 296-6929 42135 Winchester Road Temecula, CA 92590 dienzoe@ranchowater.com
Rincon Del Diablo Municipal Water District	Mr. Jeffrey J. Umbrasas, MPA
Classification and Total Compensation Study, Completed 2019.	Director of Administration & Finance (760) 445-1514 1920 North Iris Lane, Escondido, CA 92026 jumbrasas@rinconwater.org

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EXECUTIVE SUMMARY, APPROACH, METHODOLOGY

The District desires human resources assistance to conduct a comprehensive classification and total compensation study to thoroughly understand how the District employee compensation and benefit package compares to similar agencies in a similar geographic area. They also want to ensure adequate staffing, for both current and future needs and to ensure all positions within the District are both internally equitable and externally competitive.

The District currently employs approximately 20 full-time regular employees and approximately 35 classifications (when counting each level within the District's multi-level class series).

The study's first level of effort is to initially develop an updated and well-structured classification system and classification descriptions for all study positions that are legally compliant (including Fair Labor Standards Act ("FLSA") and Americans with Disabilities Act ("ADA") requirements), internally aligned, reflective of contemporary standards, and accurately descriptive of current roles, responsibilities, duties, and qualifications. The classification analysis process includes orientation and briefing sessions with employees, management, Human Resources, and other stakeholders, as appropriate; the completion of a position description questionnaire by employees; interviews with at least a representative sample of employees in each study classification; and interviews with supervisors and management to address any classification issues. All participating employees will be allocated to an appropriate classification; draft classification descriptions will be developed, and sent back to the District and incumbents for additional feedback and concurrence. The classification phase of the project will also include an analysis of staffing levels and future staffing needs.

A second level of effort will be to review the District's compensation structure for the studied classifications and to conduct a total compensation market survey (salaries plus benefits) using a set of appropriate comparator agencies. The identification of comparator agencies, benchmark classifications, and benefits to be collected is an iterative process that includes all stakeholders. We have found this open discussion philosophy to be critical to our success for organizational buy-in. Once the external data development is completed, we will make specific recommendations for internal equity for non-benchmarked classifications and classifications without a large enough market sampling.

The compensation study will contain specific recommendations regarding the integration of all study classifications into the District's compensation structure, with the goal of developing a clearly designed, internally equitable format that is flexible for career opportunity and future growth. Our study will make recommendations regarding a salary structure that takes the District's compensation preferences into consideration as well as the appropriate placement of each classification on the District's salary schedule.

The study includes a significant number of meetings with the Study Project Team, Human Resources, employees, and the District's Board of Directors, as desired. We have expertise in labor/management relations and understand the importance of active participation by all stakeholders to ensure a successful outcome. The meetings and "stakeholder touch-points" that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and create a collaborative and interactive approach resulting in greater buy-in for study recommendations. This interactive approach has resulted in almost 100% implementation success of K&A's studies.

This intense and comprehensive stakeholder engagement and our transparent study processes are also a mechanism of quality control. The fact that our information, data, and recommendations have to be able to withstand utmost scrutiny by diverse stakeholders require an in-depth multi-step quality control

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process for deliverables. This involves K&A team member validation of classification analyses and compensation data, K&A Project Manager review of all classification and compensation analyses, recommendations and deliverables, and finally K&A Principal (Project Director) review of deliverables before submittal to the client.

Study Objectives

Classification Objectives:

- ➤ To analyze and update the District's classification system and each study position's classification description and structure through a comprehensive process of job analysis and evaluation, including review of existing documentation, position description questionnaire completion, employee interviews, management interviews, analysis of existing positions and working situations, analysis of levels of duties and responsibilities, and other professional methods, as appropriate;
- > To recommend each study position for title change or reclassification (as appropriate), create new classifications (if applicable), eliminate outdated classifications (if applicable), and consolidate classifications assigned to similar functional areas (as appropriate);
- To provide for growth and flexibility of assignment within the new classification structure, where feasible, in recognition that some job duties and responsibilities may evolve over time, as well as to provide adequate career paths and class series/job families that will foster career service within the District;
- To clearly state definitions of job classifications, the typical job functions, and minimum required and preferred/desired qualifications such as education, prior work experience, knowledge, skills, abilities, licenses, certifications, and physical demands and working conditions;
- ➤ To provide a classification structure that ensures regulatory compliance, including allocation of each study position to the correct classification with appropriate FLSA designation as well as meeting ADA and EEO regulations;
- To interview District staff to determine future staffing needs;
- To provide for adequate educational, review, and appeal processes that will result in a product that is understood by all levels of personnel and is internally equitable; and
- To ensure sufficient documentation and training throughout the study, on methods used to determine appropriate classification and level, methods for logical progression of movement between classifications, classification concepts and distinguishing characteristics, as well as the delivery of final reports and recommendations to guide the organization in implementing, managing, and maintaining the classification system.

Compensation Objectives:

- ➤ To make recommendations regarding a list of appropriate, logical and defensible comparator agencies, benchmark classifications, and benefits to be collected prior to beginning the compensation portion of the study;
- ➤ To collect accurate salary and benefit data from the approved group of comparator agencies and to ensure that the information is analyzed in a manner that is clear and comprehensible to the Study Project Team, Human Resources, management, employees, and the Board;



- To carefully analyze the scope and level of duties and responsibilities, requirements for successful work performance, and other factors for survey classes, according to generally accepted compensation practices;
- > To review the District's compensation structure and practices and develop compensation recommendations that will assist the District in recruiting, motivating, and retaining competent staff;
- ➤ To develop solutions that address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting the District's goals, objectives, and budget considerations;
- > To evaluate benefit offerings in the labor market and make recommendations for better alignment and/or different benefit offerings as indicated by the analysis and best practices;
- To create a comprehensive final report summarizing the compensation study approach and methodology, analytical tools, findings, and recommended compensation structure;
- To recommend appropriate internal salary relationships and allocate classes to salary ranges in a comprehensive salary range plan; and
- > To ensure sufficient documentation and training throughout the study, on methods used to determine appropriate salary ranges, methods for logical progression of movement within the salary scale for each classification, and other practices, so that our recommendations can be implemented and maintained in a competent and fair manner.

Overall Objectives:

- ➤ To review and understand all current documentation, rules, regulations, policies, budgets, procedures, class descriptions, organizational charts, memoranda of understanding, personnel policies, wage and salary schedules, and related information so that our recommendations can be operationally incorporated with a minimum of disruption;
- To conduct start-up Study Project Team meetings with management, study project staff, and other stakeholders to discuss any specific concerns with respect to the development of classification and compensation recommendations; finalize study plans and timetables; conduct orientation sessions with management, and staff in order to educate and explain the scope of the study and describe what are and are not reasonable study expectations and goals;
- > To work collaboratively and effectively with the District and its stakeholders while at the same time maintaining control and objectivity in the conduct of the study;
- > To develop a classification and compensation structure that meets all legal requirements, that is totally non-discriminatory, and that easily accommodates organizational change, growth, and operational needs;
- ➤ To document all steps in the process and provide documentation and training for Human Resources and other staff, as appropriate, in classification and compensation analysis methodologies so that the District can integrate, maintain, administer, and defend any recommended changes after the initial implementation; and
- > To provide effective ongoing communications throughout the duration of the project and continued support after implementation.



Methodology / Work Plan / Deliverables

This section of the proposal identifies the actual work plan. We believe that our detailed explanation of methodology and work tasks clearly distinguishes our approach and comprehensiveness.

Our approach is to complete the classification and job evaluation before completing the compensation review. The reasons for this include:

- The description of the work performed and the requirements for that work are, in the minds of the employees and their supervisors, inextricably associated with the "worth of that work" or compensation, which is often a highly emotional issue. Separating the two phases of the study, even though elements of phases may be conducted concurrently, tends to produce more objective classification results.
- The compensation review will be completed when there is a full understanding of the work of the District, thereby ensuring that the data developed from the labor market and the District's classifications is accurate.

Given these parameters, our approach is as follows:

PHASE I: CLASSIFICATION STUDY

Deliverable A: Meetings with Study Project Team and Management Staff and Initial Documentation Review

This phase includes identifying the District's Study Project Team, contract administrator, and reporting relationships. Our team of Project Managers and H.R. Associates will conduct an orientation and briefing session with the Study Project Team to explain process and methodology; create the specific work plan and work schedule; identify subsequent tasks to be accomplished; reaffirm the primary objectives and specific end products; determine deadline dates for satisfactory completion of the overall assignment; determine who will be responsible for coordinating/scheduling communications with employees, management, and the Board; and develop a timetable for conducting the same.

Included in this task will be the gathering of written documentation, identifying current incumbents, and assembling current class descriptions, organizational charts, salary schedules, budgets, memoranda of understanding ("MOU"), personnel policies, previous classification and compensation studies, operational and staffing information, and any other relevant documentation to gain a general understanding of District operations.

District terminology and methods of current classification and compensation procedures, as well as the written questionnaire instrument for the classification study that will be used in the job analysis phase will be reviewed and agreed to. We will discuss methodology, agree to formats for class descriptions and compensation results, identify appropriate comparator agencies, benchmark classifications, and benefits to be surveyed for compensation survey purposes. We will respond to any questions that may arise from the various stakeholders.

Deliverable B. Orientation Meetings with Employees

We will facilitate several orientation meetings with employees over the course of several days and distribute our Position Description Questionnaire ("PDQ") to start the classification portion of the study. While these meetings are not mandatory, they form the beginning of the educational process that continues throughout the study. We will discuss the importance of the employees' involvement in the

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study and their participation in PDQ completion and job analysis interviews. Project processes will be explained, expectations will be clarified, and elements that are <u>not</u> a part of the study will also be covered. Questions will be answered and a detailed explanation and examples for completing the PDQ will be given.

The Position Description Questionnaire ("PDQ") will be discussed with the Study Project Team and customized as needed to meet the study objectives prior to distributing copies to employees.

Each PDQ will be handed out with the incumbent's current class description attached to the questionnaire so the employee can use this as a tool for completing the questionnaire.

In the past, we have typically conducted these orientation sessions in person, onsite, and at various client locations. We have experience in conducting business virtually and have found that it can be a much more efficient and cost effective approach of our clients. We can provide the District with many technological options to ensure a smooth process, as we have with many of our clients during the last two years. Examples include:

- > Scheduling app: Purchasing a scheduling web application for employee orientation sessions where up to 100 people can attend a session; employees can choose a session date and time and receive a confirmation which populates their calendar, and sends them a meeting reminder; it also generates attendee lists.
- Orientations: Providing more flexible options for employee orientation sessions by offering fewer options per day over a higher number of days to accommodate employee schedules; onsite meetings require a larger number of daily sessions over a more limited number of days.
- ➤ FAQs: Preparing a series of FAQ's for each study which are made available to employees after the orientation sessions.
- ➤ Recording meetings: Videotaping our employee orientation sessions (we also do this for onsite sessions) for employees who cannot attend a session; or simply recording a video-conference orientation session that employees could watch later.
- Chat lines: Training our staff on the use of communication tools such as chat lines; we intersperse our employee orientation session presentations with multiple points when questions can be asked.
- ➤ Post-meeting help: Remaining in the orientation session for about 5-10 minutes after it has "officially" ended in the event some employees want to stay behind to ask questions.
- Safeguards: For employee interviews, as we generally do, we prepare the schedules of dates and times for each employee and the client coordinates scheduling employees with departments, using agreed upon meeting options for employees. Safeguards are in place to ensure that only the employee/ employees (for group interviews) in that time slot can access the meeting, such as virtual "waiting rooms."
- ➤ Telephone support: Providing a direct telephone number for the K&A Project Manager to departments in the event there are scheduling or access issues.
- Time between meetings: Scheduling 10-15 minutes between meetings, versus on-site back to back meetings; this change results in slightly fewer meetings per day, but provides a less "hurried" nature to the meetings; and because the meetings are not onsite, clients do not need to reserve multiple meeting rooms for multiple days.

Our clients have received these operational changes very positively. We continue to ask our clients for feedback so we can implement continuous improvements. We recognize not all clients have the same technology as we do, which means we must provide viable technology options. While we provide multiple





options, the expertise of our associates in asking relevant and probing questions of each study participant to better understand each employee's work is critical to the job evaluation interview process (see more information regarding employee interviews below). Our client-centric approach and methodology does not change with the venue.

Deliverable C. Collection and Review of PDQs

We recommend giving employees in the same classification the option of collaborating on completing a PDQ together, if the employees so choose. At the same time, we will invite employees to complete an individual PDQ if they prefer and if they wish to be interviewed separately. We provide an electronic version of our questionnaire so that employees can more easily complete it. Employees complete the questionnaire and then send it to their supervisor for review, comment, and signature. We typically require a second level of review by the next level of management in the reporting structure. This ensures that all staff have an opportunity to provide information as to what the nature of the job is for each job classification.

Upon receipt of the PDQs in our office, K&A staff will review and analyze the PDQs in detail along with other documentation to obtain an understanding of the duties and responsibilities assigned to each position.

Deliverable D. Interviews with Employees, Supervisors, and Management

Interviews will be scheduled with employees. Because this is a critical step in the information-gathering and educational process, we typically recommend scheduling interviews with all employees in each classification. We expect that the majority of interviews will be individual. However, we do invite employees in multi-incumbent classifications to choose either individual interviews or to be interviewed together as a group, if the work they perform is sufficiently similar. We want to ensure that the process is designed to make employees feel comfortable to speak openly and to have a voice, whether they prefer to speak with us individually or as a group.

Interviews will then be held with supervisory and management staff (division managers, department heads, etc.), who will clarify their own responsibilities and/or confirm the information we have received in the interviews with their staff (we allow more time for these interviews).

The purpose of the interviews is to clarify and supplement the questionnaire data and to respond to potential perception differences regarding roles, tasks, scope, and supervisory responsibilities. The appropriateness of the following will be assessed:

- Work being completed and relationships of positions to each other within a division/department as well as across the organization; and
- Classification structure and reporting structure.

Interviews with managers and supervisors will also focus on current staffing levels and future staffing needs based on the District's growth and future changes.

Deliverable E. Classification Concept and Preliminary Allocation

Prior to developing detailed class descriptions, our job evaluation will result in a classification concept and employee allocation document that will be submitted to the District for review and approval. We will compare changes in business need and operations, as well as any reorganizations, with the established





classification system and job families as well as review internal relationships between classifications to define the reasons for, and effects of, the proposed changes.

Our job analysis method is the <u>whole position analysis approach</u>. Objective factors in the whole position job analysis methodology include:

- 1. Decision making/judgment
- 2. Difficulty and complexity of work
- 3. Supervisory responsibilities
- 4. Non-supervisory responsibilities
- 5. Minimum qualifications
- 6. Working conditions/risk factors
- 7. Contacts

This document will list broad class concepts and highlight where significant changes may be recommended, such as creating or collapsing class series in the same functional area and/or separating or combining classifications assigned to different functional areas. We will review and analyze potential career ladders and promotional opportunities, including clearly delineated and distinguished levels within classification series. We will also review and update established titling guidelines for the studied classifications for appropriate and consistent titling.

A detailed, incumbent-specific allocation list for each position included in the study will be prepared, specifying current and proposed classification title and the impact of our recommendations (reclassification – upgrade or downgrade, title change, or no change).

The classification plan recommendations and concepts will include any classifications they District may need in the future due to growth or other organizational changes, in order to address the District's future staffing needs.

After we have completed this process, a meeting will be arranged to review any recommended changes to the classification plan with the Study Project Team.

Deliverable F. Draft Class Description Development

After preliminary approval of the class concepts and allocation lists, new and/or updated class descriptions will be developed for each proposed classification, following the format approved by the District.

From the review of the PDQs and employee interviews, we will update duties, responsibilities, and minimum qualifications of each class specification, as necessary. We will develop new class specifications if duties, responsibilities, and minimum qualifications have changed significantly, and/or if we recommend new classifications/class levels, and/or if operational changes, business needs, or reorganizations, have occurred.

Following EEO Uniform Guidelines, we will review, analyze, and update, as appropriate, knowledge, skills, abilities, education and experience, position definitions, purpose, distinguishing characteristics, supervision received and exercised, position functions and special requirements including licensing and certifications that are required and desirable. We will address relevance and hierarchical consistency of each classification and each class series.







We will also review and update physical demands based on the most typical job functions of each classification in accordance with the ADA.

Finally, we will review each classification's typical job functions and determine exempt vs. non-exempt status in accordance with "white collar" exemptions under the FLSA.

Deliverable G. Facilitation of Draft Class Description Review and Employee Feedback Process

A draft copy of the revised/new class description with allocation recommendation will be submitted to the Project Team and subsequently to each manager, supervisor, and employee, to give each stakeholder group an opportunity to provide comments and concerns regarding any modifications to the classification structure and specifications. Our experience has been that this is one of the most critical phases of the project (as well as one of the most time-consuming). Our proactive and effective communication process at this juncture has always avoided formal appeals, adversarial meetings, or major conflicts at the conclusion of our studies.

Each employee whose position was studied will receive a memorandum outlining what has been accomplished, how to best review the draft classification specification that will be attached, and how to provide feedback to us. Supervisors and managers receive a copy of their employees' draft class descriptions and will be asked to review their employees' comments and feedback to verify and concur with, or recommend changes to, the information provided.

We will ask employees to submit their written concerns (via their supervisor/manager) to our office. While employees may not always agree with our recommendations, they have a "second chance" to ensure that they have been heard and to continue learning the reasons specific recommendations were made.

Significant employee comments will be reviewed with management prior to making any significant changes to the proposed class plan. These discussions will be by email, telephone, or additional direct personal contact with employees, depending upon the extent of the response.

Allocation and/or class description changes will be made as required and the class specifications will be finalized and submitted for approval. All employees who submitted their comments during the review process will be notified in writing regarding the outcome of their concerns.

Deliverable H. Classification Plan and Draft of Interim Report and Final Report

A Draft Interim Report of the Classification Study will be completed and submitted to the Study Project Team for review and comment. The report will contain:

- Classification recommendations for each studied position, including documentation regarding study goals and objectives, classification methodology, approach, and process as well as all findings, analysis, and resulting recommendations;
- ➤ The recommended allocation list, classification title changes, job family and career ladder/career growth issues, reporting relationships, and other factors will all be included;
- > The recommended classification structure will be in alignment with current and future business/operational needs of the District; and
- Classification concepts and guidelines as well as methods used to determine appropriate classification and level, methods for logical progression of movement between

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classifications, distinguishing characteristics and other pertinent information for implementation and continued maintenance of the recommendations will be detailed.

Once we have received the District's comments regarding the Draft Interim Report and have made any necessary changes, a Final Classification Report will be developed.

PHASE II: TOTAL COMPENSATION STUDY

Deliverable A. List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected

During the initial meeting with the Study Project Team, we will discuss and agree to the compensation study factors. We will identify/confirm appropriate, logical and defensible comparator agencies that will be included in the external market survey, which will be the foundation for ensuring that the District's salaries for the studied classifications are competitively aligned with the external labor market. We will also identify/confirm those classifications that will be surveyed in the market (i.e., benchmark classifications), with the intention of internally aligning the remaining classifications with those that were surveyed.

Finally, we will determine the list of benefits that the District wants to include in the total compensation data gathering process.

1. Determination of Comparator Agencies

The selection of comparator agencies is a critical step in the study process. We typically use the following factors to identify appropriate comparators and will receive approval before proceeding with the total compensation study.

Our recommended methodology is that we involve management, Human Resources, employee representation, and the Board, in the decision-making process of selecting which comparable agencies are included, **PRIOR** to beginning the study. Our experience has shown that this is the most successful approach. The factors that we typically review when selecting and recommending appropriate comparator agencies include:

- Organizational type and structure While various organizations may provide overlapping services and employ some staff having similar duties and responsibilities, the role of each organization is somewhat unique, particularly in regard to its relationship to the citizens it serves and level of service expectation. During this iterative process, the District's current/ previous list of comparators, if any, and the advantages/disadvantages of including them or others would be discussed.
- Similarity of population served, District demographics, District staff, and operational budgets These elements provide guidelines in relation to resources required (staff and funding) and available for the provision of services.
- > Scope of services provided While having an organization that provides all of the services at the same level of citizen expectation is ideal for comparators, as long as the majority of services are provided in a similar manner, sufficient data should be available for analysis. When reviewing this factor, the District's unique services would be evaluated in order to ensure that the majority of comparators provide the same services. This ensures that each comparator yields a sufficient number of matches for the District's jobs.
- ➤ **Labor market** The reality of today's labor market is that many agencies are in competition for the same pool of qualified employees, because large portions of the workforce don't live

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in the communities they serve, are accustomed to lengthy commutes, and are more likely to consider changing jobs in a larger geographic area than in the past. Therefore, the geographic labor market area (where the District may be recruiting from or losing employees to) is taken into consideration when selecting potential comparator organizations. As part of this analysis, we will determine whether the District has identified agencies that it competes with for qualified talent; those agencies are taken into consideration for purposes of our analysis. It is important to understand and consider the District's competitive landscape and include agencies in the study to whom the District loses talent.

Cost-of-living – The price of housing and other cost-of-living related issues are some of the biggest factors in determining labor markets. We review overall cost-of-living of various geographic areas, median house prices, and median household incomes to determine the appropriateness of various potential comparator agencies.

We typically recommend using 10-12 comparator agencies for all survey benchmarks in order to achieve statistical significance but are flexible and can easily use a different approach based on the District's preferences.

2. Determination of Benchmark Classifications

In the same collaborative manner as described in Step 1 above, we will work with the District's stakeholders to select those classifications that will be surveyed.

"Benchmark classes" are ordinarily chosen to reflect a broad spectrum of class levels. In addition, those that are selected normally include classes that are most likely to be found in other similar agencies, and therefore provide a sufficient valid data sample for analysis. Internal relationships will be determined between the benchmarked and non-benchmarked classifications and internal equity alignments will be made for salary recommendation purposes. Due to the fact that the labor market typically yields reliable data, we recommend using approximately 60-65% of all classifications as benchmarks but we are happy to use a different model.

Due to the District's size and the number of classifications, we will most likely survey majority of them. The exception may be those classifications that have multiple levels, such as I/II/III or Assistant/Associate/Senior etc., for which we would typically only survey the journey-level and internally align the other levels of the class series. We are happy to discuss our methodology with the District if we are selected to perform this project.

3. Determination of Salary and Benefits Data to Be Collected

In addition to base salaries, benefit data elements for a total compensation study normally include at least the following (which are generally available to all staff in a specific job classification):

- Monthly Salary The top of the normal, published salary range. All figures are presented on a monthly or annual basis. We normalize the salary data to reflect number of hours in the work week and/or roll-up of retirement or other benefits in base salaries.
- ➤ Employee Retirement This includes two figures: the amount of the employee's State or other public or private retirement contribution that is contributed by the agency and the amount of the agency's Social Security contribution.
- **Retiree Healthcare** Given that healthcare costs are rising and retiree healthcare and liabilities increasing for many public agencies, we collect this information to capture the costs.

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- Insurance This typically includes Health, Dental, Vision, and other insurance coverage.
- ➤ Leave Other than sick leave, which is usage-based, leave is the amount of days off for which the organization is obligated. We will discuss with the District whether leave days/hours should be converted to direct salary cost in dollars or represented in days/hours.
 - ❖ Vacation: The number of vacation days available to all employees after five years of employment.
 - ❖ Holidays: The number of holidays (including floating) available to the employee on an annual basis.
 - ❖ Administrative/Personal Leave: Administrative leave is normally the number of days available to management staff to compensate for the lack of payment for overtime. Personal leave may be available to other groups of employees to augment vacation or other time off.
- ➤ **Deferred Compensation** We report any employer contribution made on the employee's behalf, whether dollar amount or percentage of salary, that does not require an employeematching contribution. We can also report employer contributions that do require an employee match and would do so as a separate report.
- ➤ Other This category includes any other benefits that are available to all employees within a classification and not already specifically detailed.

Deliverable B. Data from Comparators and Preliminary Analysis of Data

K&A does not collect market compensation data by merely sending out a written questionnaire. We find that such questionnaires are often delegated to the individual in the department with the least experience in the organization and given a low priority. Our experienced compensation analysts conduct all of the data collection and analysis to ensure validity of the data and quality control. This approach also ensures that we compare job description to job description and not just job titles, therefore ensuring true "matches" of at least 70%, which is the percentage we use to determine whether to include a comparator classification or not.

As mentioned above in the Classification methodology, our job analysis method is the whole position analysis approach.

We typically collect classification descriptions, organization charts, salary schedules, personnel policies, budgets, master plans, operational information, MOUs, and other information via website, by telephone, or by an onsite interview. With the prior knowledge from the data gathered directly from each comparator agency and our experience in the public sector human resources field, our compensation analysts make preliminary "matches" and then schedules appointments by telephone, or sometimes in person, with knowledgeable individuals to answer specific questions. We find that information collected using these methods has a very high validity rate and allows us to substantiate the data for employees, management, and governing bodies.

Data will be entered into spreadsheet format designed for ease of interpretation and use. The information will be presented in a format that will identify the comparator positions used for each classification comparison. Information will be calculated based upon both average and median figures allowing the District to make informed compensation decisions. Other elements of the compensation survey report are agencies surveyed; comparable class titles; salary range maximum/control point; number of observations; and percent of the District's salary range is above/below the market values.

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In addition, we will include any type of statistical representation and analysis that the District desires such as 60th, 70th, or any other percentiles per the District's compensation philosophy.

Benefits data will be displayed in an easy-to-read format. You will receive three sets of spreadsheets per classification, one with base pay, one with the benefits detail, and one with total compensation statistical data. In addition, we are often asked to collect "other" benefits (as listed in the benefits section above), which we typically report on a separate spreadsheet.

Deliverable C. Draft Compensation Findings/Additional Analysis/Study Project Team Meetings

As part of our transparent approach and communication strategy to ensure organizational buy-in to the study, we share the market survey with the organization. We first distribute our draft findings to the Study Project Team. After their preliminary review, K&A will meet with the Study Project Team and other stakeholders (including Human Resources, management, employees) to clarify data, to receive requests for reanalysis of certain comparators, and to answer questions and address concerns. This provides an opportunity for the Study Project Team and other stakeholders to review and question any of our recommended benchmark comparator matches. If questions arise, we conduct follow-up analysis to reconfirm our original analysis and/or make corrections as appropriate.

Deliverable D. Analysis of Internal Relationships and Alignment

To determine internal equity for all studied positions, considerable attention will be given to this phase of the project. It is necessary to develop an internal position hierarchy based on the organizational value of each classification. Again, we utilize the <u>whole position analysis methodology</u> as described earlier.

By reviewing those factors, we will make recommendations regarding vertical salary differentials between classes in a class series, for example, as well as across departments. This analysis will be integrated with the results of the compensation survey and the District's existing compensation plan.

The ultimate goal of this critical step in the process is to address any potential internal equity issues and concerns with the current compensation system, including compaction issues between certain classifications. We will create a sound and logical compensation structure for the various levels within each class series, so that career ladders are not only reflected in the classification system but also in the compensation system, with pay differentials between levels that allow employees to progress on a clear path of career growth and development. Career ladders will be looked at vertically, as well as horizontally, to reflect the District's classification structure that was developed during the classification phase of the study.

Deliverable E. Compensation Structure

Depending on data developed as a result of the internal analysis, we will review and make recommendations regarding internal alignment and the salary structure (set of salary ranges, salary differentials, steps within ranges, and/or alternative compensation plans) within which the classes are allocated, based upon the District's preferred compensation model. In addition, we will develop externally competitive benefit comparisons for all classifications. We will also assist the District in developing a compensation philosophy and practices relative to the surveyed public jurisdictions, if desired.

We will conduct a competitive pay analysis using the market data gathered to assist in the determination of external pay equity and the recommendation of a new base compensation structure, if desired. We will conduct a comparative analysis to illustrate the relationships between current pay practices and the

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newly determined market conditions and develop solutions to address pay equity issues, analyze the financial impact of addressing pay equity issues, and create a market adjustment implementation strategy supporting District goals, objectives, and budget considerations.

Draft recommendations will be discussed with the Study Project Team and management for discussions and decisions on overall pay philosophy and the practicality of acceptance and prior to developing an Interim Report.

Deliverable F. Final Report and Guidelines for Implementation

Volume II (Draft Interim Report of the Compensation Study) will be completed and submitted to the Study Project Team for review and comment. The report will provide detailed compensation findings, documentation, and recommendations. The report will include:

- An executive summary of the compensation study results;
- > A set of all market data spreadsheets;
- > A proposed Salary Range Placement document;
- A procedure to address employees whose base pay exceeds the maximum of their newly assigned pay range;
- > Implementation issues and cost projections surrounding our recommendations; and
- A guide for rules, policies and procedures for the District in implementing, managing and maintaining the compensation system, as appropriate.

Once all of the District's questions/concerns are addressed and discussed, a Final Classification and Compensation Report will be created and submitted in the District's preferred format. The Final Report will incorporate any appropriate revisions identified and submitted during the review of the draft report.

Deliverable G. Formal Appeals Process

Should the City have an formal appeals process regarding the allocation of positions to classifications and of classifications to salary ranges, this proposal does not cover time regarding a formal appeal process. Should our on-site participation be desired, our stated composite hourly rate will be honored. As mentioned above, however, our internal process usually addresses any of these issues.

Deliverable H. Final Presentation

Our proposal includes multiple meetings and weekly oral and written status/progress updates to the Study Project Team. Regarding the involvement of the Board of Directors, etc., we recommend at least one initial meeting to confirm/identify the comparator agencies to be included in the study, one interim study session (to discuss the initial findings of the compensation study), and one final presentation of our Final Report. Of course, we are flexible regarding having more or less interaction with the Board, based on the District's preferences.

Expectations of District Support:

In order to conduct this study in the most timely and cost-effective manner, we ask for support in the following areas:

- Timely provision of written documentation, such as current class specifications, union contracts, organizational charts, budget documents, requests for audits, past studies, etc.;
- Assistance in the notification and scheduling of orientation and other meetings and the provision of adequate interview space and resources;

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- Assistance in the compilation of current descriptions with the PDQ; collecting and forwarding questionnaires; and in ensuring that materials are complete and returned in a timely manner;
- Assistance in scheduling study project team, bargaining unit, management, employee audit, and other meetings; and
- Meeting agreed-upon timelines.

In terms of time commitment for District staff, we understand that the District hires an outside consultant to conduct and coordinate the entire effort. Therefore, it is our goal to reduce the time commitment of District staff as much as possible and to only request assistance in the coordination of some of the steps in the process, such as scheduling employee orientation meetings, duplicating PDQs, scheduling employee interviews/desk audits, disseminating information, and in general, being a channel of communication between our firm and employees.

Communication with the District:

Our typical communication model includes at least weekly or biweekly written status updates to keep the District informed on where we are during each phase of the project.

In addition, the study includes a significant number of meetings with the Study Project Team, human resources, management, employees, and the Board, as desired. The meetings and "stakeholder touchpoints" that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and foster a collaborative and interactive approach that will result in greater buy-in for study recommendations. This interactive approach, although time-consuming, has resulted in almost 100% implementation success of K&A's studies.

Post-Implementation Consultation and Support:

We are committed to providing the District with the highest-quality product and service. Providing ongoing consultation and support after study implementation is a service that is included in our professional fees and a continued relationship-building aspect of our client relationship that we highly value.

We often find that clients will call or email with follow-up questions and to discuss certain aspects of the study, ask why decisions and recommendations were made, and other important components of the study. We consider post-implementation support as part of our customer service.

Should the District request any additional onsite meetings and/or training after implementation of the study and/or other specific, identifiable work efforts, such as position reclassification studies, creating new class descriptions, or conducting annual surveys, we would honor our composite hourly rate for actual hours spent at the District. However, from experience, we expect that most follow-up support will be conducted via telephone and email and this is absolutely included in our "Not To Exceed Fee" for this project.

Stakeholder Engagement:

The meetings and communications with stakeholders that we recommend ensure understanding of the project parameters, enhance accurate intake and output of information, and encourage a collaborative and interactive approach that will result in greater buy-in for study recommendations. This interactive approach, although time-consuming, has resulted in almost 100% implementation success of K&A's studies.

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We believe in an interactive and collaborative process with the whole organization and in a high level of stakeholder contact and interaction to ensure organizational buy-in of the study throughout the entire process. Following are the major milestones at which we touch base with Human Resources, employees, managers, employee representation, and other stakeholders, as appropriate:

- ➤ Initial study kick-off and employee/management orientation meetings;
- PDQ completion and review;
- > Employee and management interviews;
- Employee, management, and Human Resources review of draft class descriptions;
- > Contact with employees and management to address final classification issues;
- > Stakeholder input regarding a list of appropriate comparator agencies, benchmark classifications, and benefits to be collected;
- ➤ District stakeholder review of compensation study data and contact with them to address any challenges to the market comparables we identified for each classification;
- > Stakeholder input on internal salary relationship analysis and recommendations; and
- > Stakeholder input regarding final compensation plans and structure recommendations.

These steps will ensure that the study results in a product that is accepted and trusted by all levels within the organization. Beyond sound mechanics, our approach includes sufficient communication steps to ensure that the study methodology is understood and the results are regarded as expert, impartial, and fair.



TIME REQUIREMENTS

Our professional experience is that classification and compensation studies of this scope and for this size organization take approximately six months to complete, allowing for adequate PDQ completion, interview time, classification description review and/or development, compensation data collection and analysis, review steps by the District, the development of final reports, any appeals, and presentations.

Due to the unprecedented demand on our services, we are currently experiencing an unusually high volume of projects. We understand that the District wishes to complete the study by May 2024. Therefore, and if the District is able to be flexible, we propose commencing the project in December 2023 and anticipate completion by May 2024, assuming a contract is executed within 2 months of the submittal date of our proposal.

The following is a suggested timeline (which can be modified based on the District's needs):

Deliverables	Classification Study	Completion by:
A.	Meetings with Study Project Team and Management Staff and Initial Documentation Review	Week 1
B.	Orientation Meetings with Employees and Distribution of PDQ	Week 2
C.	PDQ Completion and Review	Week 6
D.	Employee/Supervisory/Management Interviews	Week 8
E.	Classification Concept/Preliminary Allocation Development	Week 10
F.	Draft Class Description Development/Update	Week 14
G.	Draft Class Description Review and Employee Feedback Process	Week 16
H.	Finalize Classification Plan/Draft Interim Report/Final Report	Week 18
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Deliverables	Total Compensation Survey	Completion by:
A.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	Week 8
	List of Comparator Agencies, Benchmark Classifications, and	
A.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	Week 8
A. B.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected Data from Comparators and Preliminary Analysis of Data Draft Compensation Findings/Additional Analysis/Study Project	Week 8 Week 22
A. B. C.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected Data from Comparators and Preliminary Analysis of Data Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	Week 8 Week 22 Week 24
A. B. C. D.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected Data from Comparators and Preliminary Analysis of Data Draft Compensation Findings/Additional Analysis/Study Project Team Meetings Analysis of Internal Relationships and Alignment	Week 8 Week 22 Week 24 Week 25
A. B. C. D. E.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected Data from Comparators and Preliminary Analysis of Data Draft Compensation Findings/Additional Analysis/Study Project Team Meetings Analysis of Internal Relationships and Alignment Compensation Structure and Implementation Plan	Week 8 Week 22 Week 24 Week 25 Week 25

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COST PROPOSAL

We have often found our process requires a very high level of time commitment, which sometimes results in a higher proposal cost. We believe that our methodology and implementation success rate is attributable to the significantly greater level of contact we have with employees, employee representation, management, and the governing body. The time we commit to working with the employees (orientations and briefings, meetings with employees via personal interviews, sharing of compensation survey data, employee review and feedback processes, etc.) results in significantly greater buy-in throughout the process and no formal appeals at the end of the study.

In fact, our firm has only had a handful of formal appeals to any of our studies in our 39 years in business. It has been our experience that the money and time invested in stakeholder communication throughout the study are money and time saved during implementation. Numerous times our firm has been hired after an agency has gone through an unsuccessful study whose results were rejected or appealed and whose implementation was very controversial. The result was a divided organization with hostility and animosity between employees/employee representation and management. Whenever our firm was hired after such an unfortunate experience, study stakeholders were amazed at our open and all-inclusive process, our efforts to elicit equal stakeholder input, and our development of recommendations that were accepted as fair and reasonable and understood by management, employees, and the governing body. Our success rate is also attributable to the fact that we have 39 years of experience working with employees of all types of backgrounds, educational levels, and work experiences, and we are accustomed to successfully communicating with and educating them throughout the process. It is imperative that all employees eventually buy into the study results and recommendations, whether they have been through a process like this before or whether this is the first time for them.

Our clients always provide feedback that our process was professional, comprehensive, understandable, timely, and inclusive. Employees, although not necessarily always happy with our recommendations, have always indicated that we listened to their issues and concerns, were available for discussion, and able to provide documentation and data to support our recommendations. Although time consuming, we also drive the process to ensure that timelines are met and schedules are maintained.

Over the last few years, K&A and all our clients have become accustomed to conducting our organizational, classification, and compensation studies virtually. From that experience, we have learned that studies can be conducted successfully by using virtual technologies and performing the work remotely. We have also learned that this represents a significant cost savings for our clients, both in terms of consultant travel time and travel expenses, as well as less disruption and reduced non-productivity for the client's workforce. We have several technological solutions that can easily facilitate the entire process (see proposal narrative above). Conducting meetings and orientations virtually means that the client's employees do not have to spend time traveling from one location to another and will not be pulled away from their workstations for lengthy periods of time. They can simply click on a link or call in from a phone to participate. This approach also represents significantly less logistical planning on part of the client in order to reserve meeting rooms and making space available for large employee groups, as well as multiple consultants coming onsite to conduct interviews within a condensed period of time. Conducting orientations and interviews virtually provides us with much more flexibility in scheduling and accommodating multiple different shifts and schedules among a large workforce.

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Carpinteria Valley Water District

In addition, K&A strives to be as "green" an organization as possible and we are certainly concerned about our carbon footprint. We find that multiple trips to client sites that can sometimes involve multiple consultants flying on planes and/or driving cars, is not as environmentally conscious as we would like to be. Considering the effectiveness of virtual meetings, especially when meetings are only one hour or one-and-a-half hours at a time, onsite travel does appear to create a larger footprint than necessary. This can especially be true for final presentations to leadership teams and governing bodies that are often less than 60, or even 30, minutes long.

For purposes of this cost proposal, we are assuming that all meetings and presentations will be conducted virtually/remotely and no onsite travel to District offices will occur. Should the District desire onsite meetings, we will be happy to provide our per diem cost for onsite meetings based on travel time and market rate travel cost at the time.

Pricing continued on next page.

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Deliver- ables	Phase I: Classification Study	Hours
ables	35 Classifications, 20 Employees	
A.	Meetings with Study Project Team and Management Staff and Initial Documentation Review	8
В.	Orientation Meetings with Employees and Distribution of PDQ	8
C.	Collection and Review of PDQs (assumes up to 20 PDQs)	10
D.	Interviews with Employees, Supervisors, and Management	20
E.	Classification Concept & Preliminary Allocation	12
F.	Draft Class Description Development (assuming up to 40 classifications, allowing for any new classifications that will need to be developed based on the District's future needs)	100
G.	Facilitation of Draft Class Description Review and Employee Feedback Process	25
H.	Classification Plan and Draft of Interim Report and Final Report	12
	Total Professional Hours – Classification	195
	Combined professional and clerical composite rate: \$185/Hour	\$36,075
Deliver- ables	PHASE II: Total Compensation Study	Hours
A.	List of Comparator Agencies, Benchmark Classifications, and Benefits to be Collected	15
В.	Data from Comparators and Preliminary Analysis of Data (this assumes up to 12 comparator agencies and up to 25 classifications)	100
C.	Draft Compensation Findings/Additional Analysis/Study Project Team Meetings	16
D.	Analysis of Internal Relationships and Alignment	8
E.	Compensation Structure and Implementation Plan	8
F.	Final Report and Guidelines for Implementation	12
G.	Formal Appeals Process *	0
H.	Final Presentation	8
	Anticipated hours for additional unscheduled meetings and phone calls	8
	Total Professional Hours – Compensation	175
	Combined professional and clerical composite rate: \$185/Hour	\$32,375
	Expenses are <u>included</u> in the composite hourly rate:	N/A
	Expenses include but are not limited to duplicating documents, binding reports, phone, supplies, postage, etc.	
	TOTAL PROJECT COST NOT TO EXCEED:	\$68,450
	*Additional consulting will be honored at composite rate (\$185/hr)	

Our cost proposal does not include time to support the District during any labor negotiations that may follow this study. If we are needed for this work, our composite hourly rate will apply and we will charge on a time-and-materials basis.

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CONTRACTUAL CONSIDERATIONS

We will be pleased to sign the District's professional services agreement for a Classification and Compensation Study. We respectfully request that the District will allow for a period of negotiation of certain terms in the professional services contract related to liability, indemnity, insurance, and other terms. We have found that we have always come to an agreement with all of our clients in the past and appreciate the District's flexibility in reviewing certain terms in a collaborative fashion between our legal counsels.

The following are terms we would like to review with the District if we are fortunate to be selected for this project:

- Gallagher is pleased to submit this proposal to the District. While this proposal is not meant to
 constitute a formal offer, acceptance, or contract, notwithstanding anything to the contrary
 contained in the proposal, Gallagher is submitting this proposal with the understanding the parties
 would negotiate and sign a contract containing terms and conditions that are mutually acceptable to
 both parties.
- Section 7 (4) (PDF page 8) and Section 10.1 (PDF page 17) Indemnification should be limited to grossly negligent acts and omissions, breaches of the contract, intentional misconduct, or violations of law.
- Section 7 (4) (PDF page 8) and Section 10.1 (PDF page 17) A limitation of liability of fees paid needs to be added to the indemnification provision.
- Section 7 (14) (PDF page 9) and Section 8.4 (PDF page 16) Gallagher cannot agree to permit the District to audit after the agreement ends. They can audit during the agreement.
- Section 7 (16) (PDF page 10); Section 2.5 (PDF page 13) and Section 12.8 (PDF pages 18 19) This section should make clear that the District shall own all final deliverables provided to the District by Gallagher as part of the services provided under this Agreement, provided however, Gallagher shall retain sole and exclusive ownership of all right, title, and interest in, and to, its intellectual property and derivatives thereof which no data or Confidential Information of the District was used to create and which was developed entirely using Gallagher's own resources, including any and all pre-existing or independently developed know-how, methods, processes and other materials prepared by Gallagher. To the extent Gallagher's intellectual property is necessary for the District to use the deliverables provided under this Agreement, Gallagher grants to the District a non-exclusive, royalty-free license to Gallagher's intellectual property solely for the District's use of such deliverables.
- Section 8.3 (PDF page 16) Gallagher may retain copies of its work product that contain Confidential Information for archival purposes or to defend its work product, and in accordance with legal disaster recovery and records retention requirements, store such copies and derivative works in an archival format (e.g. tape backups), provided that the information will remain Confidential as long as it is retained.
- Appendix One (PDF pages 21 23) Below are Gallagher's insurance representations based on AJG Risk Management policies. These are not changed on a client by client basis.

It is our practice to provide the coverage below in lieu of the District contract insurance language. We therefore propose to replace the insurance language in the RFP's sample agreement with coverage language provided by Gallagher as follows (we attach our Memorandum of Insurance for your review as well):

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Gallagher shall at all times during the term of this Agreement and for a period of two (2) years thereafter, obtain and maintain in force the following minimum insurance coverages and limits at its own expense:

- Commercial General Liability (CGL) insurance on an ISO form number CG 00 01 (or equivalent) covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Agreement, including coverage for premises, products, and completed operations, on an occurrence basis, with limits no less than \$2,000,000 per occurrence;
- Workers Compensation insurance with statutory limits, as required by the state in which the work takes place, and Employer's Liability insurance with limits no less than \$1,000,000 per accident for bodily injury or disease. Insurer will be licensed to do business in the state in which the work takes place;
- Automobile Liability insurance on an ISO form number CA 00 01 covering all hired and non-owned automobiles with limit of \$1,000,000 per accident for bodily injury and property damage;
- Umbrella Liability insurance providing excess coverage over all limits and coverages with a limits no less than \$10,000,000 per occurrence or in the aggregate;
- Errors & Omissions Liability insurance, including extended reporting conditions of two (2) years with limits of no less than \$5,000,000 per claim, or \$10,000,000 in the aggregate;
- Cyber Liability, Technology Errors & Omissions, and Network Security & Privacy Liability insurance, including extended reporting conditions of two (2) years with limits no less than \$2,000,000 per claim and in the aggregate, inclusive of defense cost; and
- Crime insurance covering third-party crime and employee dishonesty with limits of no less than \$1,000,000 per claim and in the aggregate.
- All commercial insurance policies shall be written with insurers that have a minimum AM Best rating
 of no less than A-VI, and licensed to do business in the state of operation. Any cancelled or nonrenewed policy will be replaced with no coverage gap, and a Certificate of Insurance evidencing the
 coverages set forth in this section shall be provided to Client upon request.

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ARTHUR J. GALLAGHER & CO. MEMORANDUM OF INSURANCE

This Memorandum of Insurance ("Memorandum") is produced as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of the Memorandum. This Memorandum does not amend, extend or alter the coverage described below. Copyright 2005, Arthur J. Gallagher Risk Management Services, Inc. ("Gallagher"). Gallagher grants permission to you to view, copy, print and distribute the information found on the Memorandum website ("Site") provided that the above copyright notice appears on all copies, that use is internal to you or for personal noncommercial informational purposes only, and that no modification is made to any materials. Any modification, use, reproduction or distribution of this Memorandum, the Site or its contents must be first approved by Gallagher in writing. You will not suffer or permit any unauthorized use of any Gallagher trademark, service mark or logo. This Memorandum, the Site and its contents, including but not limited to text, graphics, images, software, copyrights, trademarks, service marks, logos, and brand names ("Content"), are protected under both United States and foreign laws, and Gallagher or its affiliated entities retain all right, title and interest in and to the Content, all copies thereof, and all copyrights and other proprietary rights therein. The information contained herein is as the date referred to above. Gallagher shall be under no obligation to update such information.

DATE: 10/4/2022	
INSURED: Arthur J. Gallagher & Co. and its subsidiaries 2850 West Golf Road Rolling Meadows, IL 60008	Insurance Companies
	A: ARCH INSURANCE COMPANY
	B: THE CONTINENTAL INSURANCE COMPANY
	C: XL INSURANCE AMERICA, INC
	D: FEDERAL INSURANCE COMPANY
	E: LEXINGTON INS. COMPANY
	F: XL SPECIALTY INS. COMPANY
	G. ILLNOIS NATIONAL INSURANCE COMPANY
	H. INDIAN HARBOR INSURANCE COMPANY

The policies of insurance listed below have been issued to the "INSURED" named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Memorandum may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

CO.	TYPE OF	POLICY	POLICY	POLICY	LIMITS	!!! (!)
LTR.	INSURANCE	NUMBER	EFFECTIVE	EXPIRATION	(In USD unless otherwise	
Α	Commercial General Liability	41GPP4938415	10/01/22	10/01/23	General Aggregate	4,000,000
	Occurrence				Products - Comp/Op Agg	4,000,000
	Per location				Personal and ADV Injury	2,000,000
	Aggregate				Each Occurrence	2,000,000
					Damage to Rented Premises (Each occurrence)	1,000,000
Α	Automobile Liability	41CAB4939015	10/01/22	10/01/23	Combined Single Limit	5,000,000
	Any Auto	41CAB4938315			Bodily Injury (per person)	
					Bodily Injury (per accident)	
В	Excess/Umbrella Liability	7034611269	10/01/22	10/01/23	Each Occurrence	25,000,000
	Retention: \$10,000				Aggregate	25,000,000
A	Workers Compensation and Employers Liability	41WCI4938115	10/01/22	10/01/23	Workers Comp Limits	Statutory
					EL Each Accident	1,000,000
						EL Disease - Each Employee
					EL Disease – Policy Limit	1,000,000
С	Property	US00112916PR22A	10/01/22	10/01/23	Blanket Bldg. & PP	10,000,000
D	Crime/Fidelity Bond (Employee Dishonesty)	J06039418	09/01/22	09/29/23	Single Loss Limit	15,000,000
E	Errors & Omissions (Primary Policy)	015466449	10/01/22	10/01/23	Per Claim and Aggregate	12,000,000
F	Errors & Omissions (Excess Policy)	ELU163265-22	10/01/22	10/1/23	Per Claim and Aggregate	10,000,000
G	Errors & Omissions (Excess Policy)	FI0121922	10/01/22	10/01/23	Per Claim and Aggregate	15,000,000
Н	Cyber Liability	MTP903416504	05/01/22	05/01/23	Limit of Liability	10,000,000

Description of Operations / Other Information: See ADDITIONAL INFORMATION on the following page.

This Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized by Gallagher or the Insurance Companies.

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ARTHUR J. GALLAGHER & CO. MEMORANDUM OF INSURANCE

ADDITIONAL INFORMATION

As respects GENERAL LIABILITY POLICY

ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES *

Endorsement Form # CG 20 11 04 13 modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

- 1. Designation of Premises (Part Leased to You): ANY PREMISES OR PART THEREOF LEASED TO YOU.
- 2. Name of Person or Organization (Additional Insured): ANY AND ALL PERSONS OR ORGANIZATIONS CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS AS THE MANAGER OR LESSOR OF PREMISES TO
- 3. Additional Premium: INCLUDED

(If no entry appears above, the information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- 2. Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown in the Schedule.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

We waive any right of recovery we may have against the person or organization where required by written contract because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only where required by written contract.

As respects PROPERTY

This policy insures against "All Risks" of physical loss or damage, except as excluded, to covered property while on Described Premises, provided such physical loss or damage occurs during the term of this policy. Coverage is subject to policy deductibles, terms, conditions and exclusions. Loss Payable clause included for whom Insured has agreed to per written contract.



*All other Additional Insureds requests requires Legal approval and issuance of a Certificate of Insurance.

*For special requests, such as a WET SIGNATURE, please contact the appropriate team: P&C – Doreen Morris or Therese Scamardo; E&O – Helen Ponce de Leon or Mari Maceri; Cyber – Jeremy Gillespie or Ariel Magrini.

This Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized by Gallagher or the Insurance Companies.

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Signature Page

Koff & Associates intends to adhere to all of the provisions described above.

This proposal is valid for 90 days.

Respectfully submitted,

By: KOFF & ASSOCIATES State of California

Jeog S. Braumen

Georg S. Krammer

June 19, 2023

Managing Director, Compensation and Rewards Consulting





APPENDIX

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Project Team Biographies

Georg S. Krammer, M.B.A., S.P.H.R. Managing Director, Compensation and Rewards Consulting

Georg brings over 22 years of management-level human resources experience to Koff & Associates with an emphasis in classification and compensation design; market salary studies; organizational development; executive recruitment; performance management; and employee relations, in the public sector and in large corporations as well as small, minority-owned businesses.

After obtaining a Master of Arts in English and Russian and teaching credentials at the University of Vienna, Austria, Georg came to the United States to further his education and experience and attained his Master of Business Administration from the University of San Francisco. After starting his HR career in Wells Fargo's college recruiting department, he moved on to HR management positions in the banking and high-tech consulting industries. He had five years in the private sector where he served as an HR Manager, and Administrative Officer, and then HR Director before entering the public sector. With his wide-ranging and deep experience as a well-rounded senior HR generalist, his education in business and teaching, his depth and breadth of experience with public sector HR needs, programs, and functions, Georg's contribution to K&A's variety of projects greatly complements the Koff & Associates Human Resources and Recruitment Services team.

He has spearheaded several hundred classification, compensation, organizational, strategic planning, etc., studies for hundreds of cities, towns, counties, and special districts throughout the State of California and has contributed to more than quadrupling the size of Koff & Associates as a result of the success of his projects and the subsequent expansion of the business through referrals from satisfied clients. Georg joined K&A in 2003 and was the firm's Chief Executive Officer since 2005. Since the acquisition by Arthur J. Gallagher, he is now Managing Director, Compensation and Rewards Consulting.

In the last few years, Georg has been the Project Director/Key Personnel for classification and/or compensation studies, organizational assessments, and other HR projects, at the following agencies:

- <u>Cities/Towns:</u> Alameda, American Canyon, Anaheim, Arroyo Grande, Bellflower, Campbell, Citrus Heights, Coachella, Concord, Cotati, Gilroy, La Cañada Flintridge, Lomita, Los Altos, Los Altos Hills, Menifee, Menlo Park, Morro Bay, Murrieta, National City, Newport Beach, Oakland, Oxnard, Palm Desert, Perris, Pleasant Hill, Port Hueneme, Redlands, Redwood City, Sacramento, San Diego, San Jose, San Marino, Santa Ana, Santa Barbara, Santa Clara, Saratoga, Sausalito, Seal Beach, Spokane (Washington), Vallejo, West Sacramento, Westminster, Yucca Valley, Yreka
- <u>Counties</u>: Bernalillo (New Mexico), Fresno, Monterey, Orange, Placer, San Joaquin, Sonoma, and Trinity.
- <u>Courts</u>: Habeas Corpus Resource Center, Superior Court of Kern County, Superior Court of Orange County, Superior Court of Santa Barbara.
- <u>Education</u>: College of the Sequoias, Excelsior Charter Schools, First 5 Alameda, Foothill-De Anza Community College District, Riverside Community College District, West Valley Mission Community College District.
- <u>Special Districts</u>: Air Quality, Community Services District, Fire and Police Protection, Housing/Economic Development, Open Space, Public Utilities, Transportation, Wastewater and Water.

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Georg will be key personnel and serve as the Co-Project Director for this project; he will coordinate all of K&A's efforts, will attend all meetings with the District, and will be responsible for all work products and deliverables.

Mike Harary, B.B.A., M.B.A. Project Manager

Mike Harary possesses over 34 years of municipal HR management experience including serving as a Human Resources Director for two municipalities in Southern California. He has been involved in all aspects of Human Resources for the cities of La Mirada, Orange, Westminster, and Downey, including serving as Chief Labor Negotiator, managing recruitment and selection processes for all types of municipal government positions, handling employee benefits functions, responding to labor and employee relations issues, coordinating classification and compensation studies, complying with labor laws, conducting personnel investigations, and managing a variety of general human resources functions.

Mike has a bachelor's degree in Business Administration emphasizing in Human Resources Management from California State University, Long Beach, and a Master of Business Administration, also from Cal State Long Beach. Mike played a key role in the development and implementation of CalPACS, a regional, internet-based, comprehensive salary and benefits survey website for local agencies, now utilized by over fifty (50) Southern California member agencies.

Some of the K&A classification and compensation projects Mike has worked on include but are not limited to:

- <u>Cities:</u> Bellflower, Corona, Davis, Duarte, East Palo Alto, El Monte, Fullerton, Gardena, Glendora, Newport Beach, Orange, Rohnert Park, San Marino, Spokane (WA), Westminster
- Special Districts: Altadena Library District, Banning Library District, Big Bear Lake Department of Water & Power, Buena Park Library District, Camrosa Water District, Chino Basin Water Conservation District, Cucamonga Valley Water District, Garfield County Public Library District (Colorado), Greater Los Angeles County Vector Control District, Housing Authority of the City of Santa Barbara, Housing Authority of the County of Santa Barbara, Jurupa Community Services District, Los Angeles County Employees Retirement Agency (LACERA), Orange County Water District, Tri-City Mental Health Authority, and Victor Valley College

Mike will provide managerial project support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Lindsay Christopher Senior Consultant

Lindsay's professional qualifications include ten years of experience working in the public sector, mostly with Alameda County. In her role as Human Resources Analyst, she was responsible for classification and compensation projects, as well as recruitment and selection, in a Civil Service, merit-based, environment. Mostly recently, she continued to focus on classification and compensation projects at East Bay Regional Park District.

Since joining K&A, Lindsay has worked on studies for the following:

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- Cities: Gardena, Hemet, Milpitas, Tracy, Corona, Seattle (Library), Napa
- Counties: Humboldt
- Special Districts: Contra Costa County Employees' Retirement Association, Greater LA County Vector Control District, Orange County Sanitation District, Purissima Hills Water District, Marin Municipal Water District, Housing Authority of the City of Santa Barbara, Tri-City Mental Health Authority, Victor Valley College, Buena Park Library District, East Bay Regional Park District, Tualatin Hills Park and Recreation District, Valley Water, San Luis and Delta Mendota Water Authority

A Bay Area native, Lindsay earned her B.A. degree in Sociology with a concentration in Criminology from San Jose State University.

Lindsay will provide Senior H.R. Associate support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Arlene Marks Gibbs, BS, MPA, SPHR, IPMA-CP Associate Consultant

Arlene Gibbs possesses over thirty years of Human Resources management experience including spending over twenty years in the public sector working for both large and small education, municipal and special district organizations in California.

Her public sector experience includes serving as the Chief Human Resources Officer for San Diego State University which is the largest California State University campus with over 6,700 faculty and staff. While at San Diego State, Arlene led the HR Directors Committee for the 23 campus system of HR service delivery. Her experience also includes senior and executive HR management roles with several small and large public agencies including the City of San Jose, the City of Tustin as well as air and water/wastewater special districts.

Arlene's experience includes all facets of Human Resources, Employee & Labor Relations. She is an experienced labor contract negotiator having negotiated many public sector labor agreements while serving as the Chief Spokesperson/Labor Negotiator. In addition, her experience includes managing recruitment and selection processes for all types of public sector positions, handling employee benefits functions, responding to labor and employee relations issues, coordinating classification and compensation studies, complying with labor laws, conducting personnel investigations, and managing a wide variety of general human resources functions.

Arlene holds a Masters' Degree in Public Administration from California State University Northridge and a Bachelor of Science Degree in Business Administration with an emphasis in Labor Relations from California State University Long Beach. She also is certified as an IPMA-CP and as a Senior Professional in Human Resources (SPHR).

Arlene has also led and participated in local, regional as well as statewide efforts in small and large agencies with the League of California Cities, IPMA as well as serving as a resource for City, County, State and Local Boards, Councils, Committees and Commissions.

Some of the K&A classification and compensation projects Arlene has worked on include but are not limited to:

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- <u>Cities/Counties/Towns:</u> County of Butte, City of Bellflower, City of Concord, City of Cupertino, Humboldt County, City of Los Altos, Town of Los Altos Hills, and the City of Pinole.
- **Special Districts**: Dublin San Ramon Services District, Garfield County Public Library District (CO), Coachella Valley Water District, Foothill De Anza Community College District, and the Los Angeles County Development Authority.

Edward Hsi

Associate Consultant

Edward Hsi has over 5 years of public-sector human resources experience with over 4 years in classification and compensation. His experience includes public sector work for California Public Utilities Commission and Glendale Community College. Edward joined Koff and Associates in November 2022.

Prior to joining Koff and Associates in 2022 he worked as a Classification and Compensation Analyst for Glendale Community College including taking part in managing, coordinating and participating in its District-wide classification study.

Edward earned his B.A. degree in Psychology at the University of California, Riverside and his M.S. degree in Industrial/Organizational Psychology at San Jose State University.

Kelly Barns

Associate Consultant

Kelly Barns has over 17 years of experience in a variety of leadership and technical public-sector human resources and risk management roles, from analyst to, Risk Manager to, Assistant Director and Director of Human Resources in municipal government. While a well-rounded practitioner and generalist with experience in talent acquisition, labor relations, classification and compensation, policy and contract development, performance management, employee engagement, Leaves and ADA administration and management, training and development, workplace investigations, health and safety, workers' compensation, employee benefits, liability administration and management, and general Human Resources and Risk Management administration. Kelly joined Koff & Associates in March 2022.

Kelly has a degree in Business Administration and Management, is a Human Resources Certified Professional through International Public Management Association of Human Resources (IPMA-CP) and has a Senior Professional Human Resources Certificate (SPHR).

Kelly will provide Human Resources Associate support throughout each project role, primarily consist of project and technical support in, classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, and development of recommendations. Kelly has a passion for engaging, collaborating with, and supporting clients, strengthening employee relations and community partnerships.

Cindy Harary, B.A. Consultant

Cindy's professional qualifications include over 32 years of experience in the Human Resources field, primarily in classification and compensation. She spent the first 11 years in the public sector working for the City of Whittier, California, where she started out in their Public Works Department before moving to the Human Resources Department. She gained experience in classification and compensation,

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recruitment and selection, employee training and development, labor relations, and general human resources administration.

For the next 16 years, Cindy worked as a Human Resources Consultant for a consulting firm where she specialized in conducting classification and compensation studies for multiple public sector agencies including cities, counties, and special districts as well as several private sector clients. Some of the Orange County Cities she worked on in partnership with other consultants at that firm were: Cities of Brea, Laguna Beach, Lake Forest, La Palma, Los Alamitos, Placentia, San Clemente, Stanton and Tustin. In Los Angeles County, her work includes: Cities of Corona, Downey, El Monte, Manhattan Beach, and Upland. Finally, in San Bernardino County she has worked on the City of Rancho Cucamonga.

Since joining Koff & Associates in 2015, Cindy has worked on Classification and/or Compensation studies for:

- <u>Cities/Towns</u>: Anaheim, Big Bear Lake, Campbell, Carmel, Corona, Danville, Davis, Indian Wells, Laguna Niguel, Los Altos, Manteca, Menifee, Murrieta, National City, San Diego, Santa Ana, Santa Barbara, Seal Beach, Tracy, Yucca Valley
- Counties: Orange
- Education: Compton College
- Special Districts: Alameda Housing Authority, Altadena Library District, Bay Area Water Supply and Conservation Agency, Cosumnes Community Services District, Eastern Municipal Water District, Encina Wastewater Authority, Housing Authority of Alameda County, Housing Authority County of San Bernardino, Housing Authority for the County of Santa Barbara, Humboldt Waste Management Authority, Inland Empire Utilities Agency, Monte Vista Water District, North Coast County Water District, Orange County Fire Authority, Orange County Mosquito & Vector Control District, Oro Loma Sanitary District, Port of Hueneme, Rincon del Diablo Municipal Water District, Riverside County Transportation Commission, Santa Clarita Valley Water Agency, South Coast Air Quality Management District, Sweetwater Authority, Trabuco Canyon Water District, Vallecitos Water District, Water Replenishment District of Southern California, Western Municipal Water District

Cindy earned her B.A. degree in Broadcast Journalism at California State University, Long Beach.

Cindy will provide H.R. Associate support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

Renate Tiner, B.Sc. Associate Consultant

Renate's professional qualifications include five years of both non-profit and private sector Human Resources experience. Starting in Human Resources administration and rising into Human Resources management, she gained experience in full-cycle recruitment, orientation and on-boarding, Health and Safety, Worker's Compensation, licensing and accreditation, policy development, and general Human Resources administration.

Since joining Koff & Associates in 2017, Renate has worked on Classification and Compensation Studies for the following agencies:

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- <u>Cities</u>: Bellflower, Concord, Cupertino, El Monte, Hillsborough, Los Altos, Mt. Shasta, Piedmont, Rohnert Park, San Diego, Sausalito, West Sacramento
- Special Districts: Alameda County Transportation Commission, Bay Area Water Supply and Conservation Agency, Eastern Municipal Water District, Dublin-San Ramon Services District, Foothill-De Anza Community College District, Groveland Community Services District, Los Angeles County Employees Retirement Association, Metropolitan Transportation Commission, Midpeninsula Regional Open Space District, Port of Long Beach, Riverside Community College District, and San Joaquin County Superior Court

Renate earned her B.Sc. degree in Psychology from the University of Northern British Columbia, in Prince George BC, Canada. She was a Canadian Human Resource Professional (CHRP) Candidate before moving to the United States.

She will provide H.R. Associate support throughout this effort, including classification analysis, interviews with employees and management, compensation data collection and analysis, internal job analysis, development of recommendations, and implementation strategies.

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All Client List

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Client Description	Client Type Description
Alameda County Fire Department	Fire and Police Protection
Alameda County Transportation Commission	Transportation
Alameda County Water District	Water
Alameda Housing Authority	Housing/Economic
Albuquerque Housing Authority	Housing/Economic
Altadena Library District	Library
Anaheim	Cities and Towns
Antelope Valley-East Kern Water Agency	Water
Arizona Corporation Commission	Other
Atkinson, Andelson, Loya, Ruud, and Romo	Education
Atlanta Regional Commission	Other
Bakersfield-Kern Regional Homeless Collaborative	
Banning Library District	Library
BAWSCA	Water
Bay Area Clean Water Agencies	Wastewater
	Transportation
Bay Area Metropolitan Transportation Commission	•
Bay Area Rapid Transit	Transportation
Beaumont-CherryValley Water District	Water
Buena Park Library District	Library
Butte-Glenn Community College Distrcit	
CA Assoc of Local Agcy Formation Commissions (CALAFCO)	Other
CA Office of Digital Information	
Cabrillo CCD Class Comp 2023	Education
Cabrillo Classified Employees Union - CCEU	Education
3/28: Jressica Carroll gave me these contacts for for Invoice inquiries:	
Cabrillo Community College District	Education
Cajon Valley Union School District	Education
Calaveras Council of Governments	
	Transportation
Calaveras County Water District	Water
California Association of Sanitation Agencies	Solid Waste
California Public Utilities Commission	
California Special Districts Association	
California State Assembly	Other
California State Univesity (CSU)	Education
CalOptima Health	Health Services
CalPERS	
Cambria Community Services District	Community Services Districts
Camrosa Water District	Water
Carpinteria Valley Water District	Water
CASA	Wastewater
Castro Valley Sanitary District	Solid Waste
Cathedral City	Cities and Towns
CCCERA	Retirement
Central Coast Water Authority	Water
Central Contra Costa Transit Authority	Transportation
Central Fire District of Santa Cruz County	Fire and Police Protection
Central Marin Sanitation Agency	Wastewater
Child Start Inc.	v v adiovvaloi
Chino Basin Water Conservation District	Water
	Water
City of Albany	Cities and Towns
City of Albany	Cities and Towns
City of American Canyon	Cities and Towns
City of Anaheim City of Angels	Cities and Towns

PACKET PAGE 233 OF 296 Item VII. E.

City of Ann Arbor, MI	Cities and Towns
City of Antioch	Cities and Towns
City of Arcata	Cities and Towns
City of Arlington, TX	Cities and Towns
City of Arroyo Grande	Cities and Towns
Clty of Atascadero	
City of Auburn	Cities and Towns
City of Avalon	
City of Avondale	Cities and Towns
City of Bainbridge, WA	Cities and Towns
City of Bakersfield	Cities and Towns
City of Banning	Cities and Towns
City of Bellflower	Cities and Towns
City of Belmont	
City of Berkeley	Cities and Towns
City of Berkeley - Dep Finance & Acctg Mgr	Cities and Towns
City of Berkeley - IT	Cities and Towns
City of Big Bear Lake	
City of Big Bear Lake Department of Water and Power	
City of Boulder City, NV	Cities and Towns
City of Brentwood	Cities and Towns
City of Calexico	Cities and Towns
City of Calistoga	
City of Camarillo	Cities and Towns
City of Campbell	Cities and Towns
City of Canon City	Cities and Towns
City of Carlsbad	Cities and Towns
City of Carnation	Cities and Towns
City of Carson City	Cities and Towns
City of Cerritos	Cities and Towns
City of Champaign, IL	Cities and Towns
City of Chandler	Cities and Towns
City of Cherry Hills Village, CO	Cities and Towns
City of Chico	Cities and Towns
City of Chino	Cities and Towns
City of Citrus Heights	
City of Clovis	Cities and Towns
City of Colfax	Cities and Towns
City of College Park	Cities and Towns
City of Commerce	Cities and Towns
City of Concord	Cities and Towns
City of Corcoran	Cities and Towns
City of Corona	Cities and Towns
City of Cotati	Cities and Towns
City of Culver City	Cities and Towns
City of Cupertino	Cities and Towns
City of Daly City	
City of Davis	Cities and Towns
City of Denver	Cities and Towns
City of Dinuba	Cities and Towns
City of Duarte	Cities and Towns
City of Dublin	Cities and Towns
City of Dublin	Cities and Towns
City of Dunsmuir	Cities and Towns
City of Duvall	Cities and Towns Cities and Towns
•	Cities and Towns Cities and Towns
City of East Palo Alto	Cities and TOWNS

PACKET PAGE 234 OF 296 Item VII. E.

City of Eau Claire	Cities and Towns
City of Edgewater, CO	Cities and Towns
City of El Cerrito	Cities and Towns
City of El Monte	Cities and Towns
City of El Segundo	Cities and Towns
City of Elk Grove	Cities and Towns
City of Emeryville	Cities and Towns
City of Escondido	Cities and Towns
City of Eugene	Cities and Towns
City of Fairfield	Cities and Towns
City of Fife	Cities and Towns
City of Fillmore	Cities and Towns
City of Florence, OR	
City of Fort Bragg	Cities and Towns
City of Foster City	Cities and Towns
City of Fountain Valley	Cities and Towns
City of Fowler	Cities and Towns
City of Fresno	Cities and Towns
City of Fullerton	Cities and Towns
City of Gardena	Cities and Towns
City of Gilroy	Cities and Towns
City of Glendale, AZ	
City of Glendora	Cities and Towns
City of Grand Rapids, MI	Cities and Towns
City of Greeley CO	
City of Greensboro, NC	Cities and Towns
City of Gustine	Cities and Towns
City of Hanford	Cities and Towns
City of Hartford, VT	Cities and Towns
City of Hayward	Cities and Towns
City of Healdsburg	Cities and Towns
City of Hemet	Cities and Towns
City of Hood River, OR	Cities and Towns
City of Huber Heights, OH	Cities and Towns
City of Huntinton Beach	Cities and Taylor
City of Imperial	Cities and Towns Cities and Towns
City of Indian Wells City of Indianola, IA	Cities and Towns
City of Irvine	Cities and Towns
City of Irvine City of Irwindale	Cities and Towns
City of Jurupa Valley	Cities and Towns
City of Keizer	Cities and Towns
City of Kingsburg	Cities and Towns
City of La Habra	Cities and Towns
City of La Mirada	Cities and Towns
City of La Puente	Cities and Towns
City of Lafayette CO	Cities and Towns
City of Laguna Beach	Cities and Towns
City of Laguna Hill	Cities and Towns
City of Laguna Niguel	Cities and Towns
City of Laguna Woods	Cities and Towns
City of Lakeport	Cities and Towns
City of Lawndale	Cities and Towns
City of Leavenworth WA	Cities and Towns
City of Livermore	-

City of Lodi

PACKET PAGE 235 OF 296 Item VII. E.

Cities and Towns

	0			
City of Lomita	Cities and Towns			
contact Kathleen Gregory provided invoice email addresses on 8/2/21: -ej				
City of Lompoc	Cities and Towns			
City of Long Beach - Data Center Ofcr Recruitment	Cities and Towns			
City of Long Beach-City Treas Rec	Cities and Towns			
City of Long Beach-Class Comp	Cities and Towns			
City of Los Altos	Cities and Towns			
City of Los Angeles	Cities and Towns			
City of Los Banos	Cities and Towns			
City of Louisville, CO	Cities and Towns			
City of Madera				
City of Madras				
City of Malibu	Cities and Towns			
City of Manteca	Cities and Towns			
City of Marshfield, WI	Cities and Towns			
City of Martinez				
City of McFarland	Cities and Towns			
City of Menifee	Cities and Towns			
City of Menlo Park	Cities and Towns			
City of Merced	Cities and Towns			
City of Mercer Island, WA				
City of Mesquite	Cities and Towns			
City of Millbrae	Cities and Towns			
City of Milpitas	Cities and Towns			
City of Modesto	Cities and Towns			
City of Monte Sereno				
City of Monterey	Cities and Towns			
City of Moorpark	Cities and Towns			
City of Moreno Valley				
City of Morgan Hill				
City of Moses Lake	Cities and Towns			
City of Mount Vernon	Cities and Towns			
City of Mountain View	Cities and Towns			
City of Mt. Shasta	Cities and Towns			
City of Murrieta				
City of Napa	Cities and Towns			
City of Newark				
City of Newark	Cities and Towns			
City of Newberg, OR	Cities and Towns			
City of Newman	Cities and Towns			
City of Newport Beach	Cities and Towns			
City of Norco	Cities and Towns			
City of Novato	Cities and Towns			
City of Oakland				
City of Oceanside	Cities and Towns			
City of Ontario	Cities and Towns			
City of Oroville	Cities and Towns			
Liz Ehrenstrom responded to my email and asked that all invoices go	to her directly from now on. ES-			
City of Oxnard	Cities and Towns			
City of Pacifica	Cities and Towns			
City of Palm Desert				
City of Palm Springs	Cities and Towns			
City of Palo Alto	Cities and Towns			
City of Palos Verdes Estates				
City of Paramount	Cities and Towns			
City of Pasadena	Cities and Towns			
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City of Paso Robles	Cities and Towns
City of Patterson	Cities and Towns
City of Perris	Cities and Towns
City of Petoskey, MI	Cities and Towns
City of Phoenix	Cities and Towns
4	
City of Piedmont	Cities and Towns
City of Pinole	Cities and Towns
City of Pismo Beach	Cities and Towns
City of Pittsburg - Class Comp	Cities and Towns
City of Pittsburg - Recruitment	Cities and Towns
City of Pleasant Hill	Cities and Towns
City of Pomona	Cities and Towns
City of Port Hueneme	
City of Pueblo, CO	Cities and Towns
City of Rancho Palos Verdes	Cities and Towns
City of Redding	Cities and Towns
City of Redlands	
City of Redwood City	Cities and Towns
City of Reno	Cities and Towns
City of Rialto	Cities and Towns
City of Richmond	Cities and Towns
City of Ridgecrest	Cities and Towns
City of Rio Dell	
City of Riverside	Cities and Towns
City of Rocklin	Cities and Towns
City of Rohnert Park	
City of Roseville	Cities and Towns
City of Sacramento	Cities and Towns
City of Salinas	Cities and Towns
City of Sammamish	Cities and Towns
City of San Bernardino	Cities and Towns
City of San Bruno	Olliob and Towns
City of San Carlos	Cities and Towns
City of San Clemente	Cities and Towns
City of San Diego	Cities and Towns
City of San Diego (Total Comp POA)	Cities and Towns
City of San Diego (Transportation)	Cities and Towns
City of San Jose	Cities and Towns
City of San Jose - Chief Information Officer	Cities and Towns
City of San Jose - Office of Retirement Svcs	Retirement
City of San Leandro	Cities and Towns
City of San Luis Obispo	Cities and Towns
City of San Marino	Ollico ana Towns
City of San Mateo	Cities and Towns
City of San Ramon	Cities and Towns
City of Santa Ana	Cities and Towns
City of Santa Aria	Cities and Towns
City of Santa Clara.	Cities and Towns Cities and Towns
City of Santa Ciara.	Cities and Towns Cities and Towns
•	Cities and Towns Cities and Towns
City of Santa Fe Springs	Cities and Towns Cities and Towns
City of Santa Maria	
City of Santa Monica	Cities and Towns
City of Santa Paula	Cities and Towns
City of Santa Rosa	Cities and Towns
City of Santee	Cities and Towns

PACKET PAGE 237 OF 296 Item VII. E.

City of Saratoga_	Cities and Towns
City of Sausalito	
City of Scottsdale	Cities and Towns
City of Seal Beach	Cities and Towns
City of Seaside	Cities and Towns
City of Seattle	Cities and Towns
City of Seattle - IT Procurement	Cities and Towns
6/9/21 Per Doane, Jeremy < Jeremy. Doane @seattle.gov> in IT Procu	rment, send IT related invoices
City of Seattle Public Library	Library
City of Shafter	Cities and Towns
City of Signal Hill	Cities and Towns
City of Snoqualmie	Cities and Towns
City of Soledad	Cities and Towns
City of South El Monte	Cities and Towns
City of Spokane	Cities and Towns
City of Stockton	Cities and Towns
City of Sunnyvale	Cities and Towns
City of Tracy	Cities and Towns
	Cities and Towns
City of Turlock	
City of Twentynine Palms	Cities and Towns
City of Union City	Cities and Towns
City of Upland	Cities and Towns
City of Vacaville	Cities and Towns
City of Vallejo	
City of Ventura	Cities and Towns
City of Vista	Cities and Towns
City of Watsonville	Cities and Towns
City of West Covina - Class and Comp	Cities and Towns
City of West Covina - Recruiting	Cities and Towns
City of West Hollywood_	
City of West Sacramento	
City of Westminster, CO	Cities and Towns
City of Woodland Park, CO	Cities and Towns
City of Yorba Linda	Cities and Towns
City of Yreka	Cities and Towns
City of Yuba City	Cities and Towns
CKGK	Other
Clovis Unified School District	Education
Coachella Valley Association of Governments	Other
Coachella Valley Public Cemetery District	
Coachella Valley Water District	Water
Coastside County Water District	
College of Marin	Education
College of the Sequoias	
Community Child Care Council of Alameda County	Non-Profit
Joni Chantigian, PHR, Director, Operations	11011110111
Community College District	Education
• •	Lucation
Compton Community College District	Counties
Contra Costa County Employees Betirement Association	Counties
Contra Costa County Employees Retirement Association (CCERA)	Retirement
COERA) Contra Costa County Office of Education	
Contra Costa County Office of Education Contra Costa Transit Authority (CCTA)	Transportation
Contra Costa Water District	Water
	Education
Copper Mountain Community College	
Cordova Recreation & Park District	Community Services Districts

Cosumnes Community Services District

Community Services Districts

Item VII. E.

County of Alpine	Counties
County of Benton, WA	Counties
County of Bernalillo	
County of Butte - Class/Comp	Counties
County of Butte - Recruitment	Counties
County of Clear Creek, CO	Counties
County of Contra Costa	Counties
Sierra Sinn is the Supervising Accountant. I emailed Ann Elliot, who is	s Debbie's contact because the
County of Currituck, NC	Counties
County of Durham, NC	Counties
County of Fresno	
County of Fulton, GA	Counties
County of Humboldt	Counties
County of Imperial	Counties
County of Kings	Counties
County of Los Alamos, NM	Counties
County of Los Angeles	
County of Madera	Counties
County of Manatee, FL	Counties
County of Mendocino	
County of Monterey	Counties
County of Orange	Counties
County of Ottawa, MI	Counties
County of Placer	
County of Riverside	Counties
County of Sacramento	Counties
County of San Bernardino	Counties
County of San Diego	Counties
County of San Joaquin	Counties
County of San Mateo	Counties
County of Santa Clara	Counties
County of Sinkings	Counties Counties
County of State or ich	
County of Snohomish County of Solano	Counties
•	Counties
County of Sonoma County of Stanislaus	Counties Counties
County of Stanislaus County of Tehama	Counties
County of Tenama County of Thurston	Counties
County of Triurston County of Tulare	Counties
County of Tuolumne	Counties
County of Ventura	Counties
County of Yolo	Counties
County of Yuba	Coarmo
Crescenta Valley Water District	
CSDA	Other
Cucamonga Valley Water District	
Dairy Council of California	
Delta Diablo	Solid Waste
Desert Recreation District	Community Services Districts
Desert Water Agency	Water
Dublin San Ramon Services District	Wastewater
Dublin Unified School District	
East Bay Community Energy Authority	Joint Powers Authorities
East Bay Municipal Utility District	Water
East Bay Regional Park District	Open Space
	•

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East Contra Costa Fire Protection Dist

East Contra Costa Transit Authority Transportation

East Valley Water District
Water
Eastern Municipal Water District
Water
EI Camino College
El Dorado County Transit Authority
Transportation
EI Rancho Unified School District
Elsinore Valley Municipal Water District
Water
Encina Wastewater Authority
Wastewater

Excelsior Charter Schools

Fallbrook Public Utility DistrictWaterFirst 5 Alameda CountyNon-ProfitFirst 5 Contract CostaEducationFirst Five AlamedaEducation

First Five Sierra Community Services Districts

Foothill Municipal Water District Water

Foothill/Eastern Transportation Corridor Agency
Transportation
Foothill-De Anza Community College Dist.

Fred Finch Youth & Family Services
Non-Profit
Fresno Irrigation District
Water
Fresno Unified School District
Education
Garfield County Public Library District
Library

Gold Coast Transit District Transportation

Golden Empire Transit District

Golden Gate Bridge Highway & Transportation District

Goleta Sanitary District

Greater LA County Vector Control District - Class Comp

Other

Greater LA County Vector Control District - Rec Other

Greater Vallejo Recreation District Community Services Districts

Grossmont Healthcare District Health Services

Groveland CSD Community Services Districts

Habeas Corpus Resource CenterOtherHarnett CountyCounties

Hartnell College Hayward Area RPD Helendale & PPHCSD Helendale CSD

Hi-Desert Water District Community Services Districts

Housing Authority City of Santa Barbara Housing/Economic

Housing Authority of Co. of Santa Barbara

Housing Authority of Pompano Beach, FL Housing/Economic

Housing Authority of San Bernardino Count Housing Authority of San Buenaventura Housing Authority of San Luis Obispo

Housing Authority of the County of Santa Cruz
Humboldt Waste Management Authority
Housing/Economic
Solid Waste

Incline Village General Improvement District Community Services Districts

Inland Empire Utilities Agency

Internal

Irvine Ranch Water District Water

Jefferson County, TX Counties

Jurupa Community Services District Community Services Districts

KempSmith Law

Kensington Police Protection and CSD

King County WA Counties

LA Co. Development Authority (LACDA) Housing/Economic

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LACERA

LAFCO of Santa Clara County

LAFCO of Sonoma County LAFCO

Lake Arrowhead Community Services District Community Services Districts

Lamont Public Utility DistrictPublic UtilitiesLas Gallinas Valley Sanitary DistrictWastewaterLas Vegas - Clark County Library DistrictLibraryLas Vegas-Clark County Library District (LVCCLF) - Total CompLibrary

LAVTA (Livermore Amador Valley TA)TransportationLinn County, ORCountiesLivermore Area Recreation and Park DistrictOther

Livermore Housing AuthorityHousing/EconomicLong Beach TransitTransportation

A law firm pays the client's invoices. It's called AALRR. We can contact them at Payables @aalrr.com

Los Angeles County Santitation DistrictSolid WasteLos Angeles Unified School DistrictEducationMarin County Transit DistrictWaterMarin Municipal Water DistrictWaterMarina Coast Water DistrictWater

Menlo Park Fire Protection District Fire and Police Protection

Merced County Association of Governments

Mesa Water District Water

 Metro Parks Tacoma - Class Comp
 Community Services Districts

 Metro Parks Tacoma - Recruitment
 Community Services Districts

Metropolitan Transportation Commission Transportation

Meyers Nave

Midpeninsula Regional Open Space District Open Space

Mid-Peninsula Water District Midway City Sanitary District

Mission Springs Water District Water
Mojave Water Agency Water

Monte Vista Water District

 Monterey Bay Air Resources District
 Air Quality

 Monterey One Water
 Water

 Monterey Peninsula College
 Education

 Monterey Peninsula Regional Park District
 Open Space

 Monterey Regional Waste Management Dist.
 Solid Waste

 Monterey-Salinas Transit District (MSTD)
 Transportation

 Mount Diablo Unified School District
 Education

Mount Shasta Police Dept.Fire and Police ProtectionMountain House Community Services DistrictCommunity Services Districts

Mt. View Sanitary District Wastewater

Municipal Water District of Orange County

Municipalities, Colleges, Schools Insurance Group Other

Napa Sanitary District Wastewater

Natividad Medical Center (Monterey Co.)

New Mexico Military Institute Education

Newark Chamber of Commerce

 Newport Beach Civic Center
 Cities and Towns

 North Central Regional Transit District
 Transportation

North Coast County Water District Water

Invoices also go to Connie Hsu

North County Dispatch JPA Joint Powers Authorities

North County Transit District

North Marin Water District

North Tahoe Public Utility Dist

Public Utilities

North Unit Irrigation District Water

Novato Fire Protection District Fire and Police Protection

1/3/2023 ES - Was told by Colleen Walraven to reach out to Grace Buell directly for Accounts

Oakdale Irrigation District Other

Oakland Housing Authority
Oakwood Lake Water District

OC Mosquito & Vector Control District

Ohlone Community College District Education

Ojai Valley Sanitary District

Ontario International Airport Authority Transportation
Orange County Employees Retirement System Retirement

Orange County Fire Authority Fire and Police Protection

Orange County Sanitation District Wastewater
Orange County Transportation Authority Transportation

Orange County Water District

Oregon Department of Revenue Other

Oregon Department of Transportation

 Oro Loma Sanitary Districy
 Wastewater

 Overhead
 Other

 Oxnard School Distrist
 Education

 Padre Dam Municipal Water District
 Water

 Paradise Irrigation District
 Wastewater

Peninsula Joint Powers BoardCommunity Services DistrictsPhelan Pinon Hills Community Services DistrictCommunity Services Districts

Port of Hueneme Port of Long Beach

Port of Long Beach-Board of Harbor Comm.

Port of Oakland Transportation

Port of Seattle

Port of Stockton Transportation

Presidio Trust

Provost & Pritchard Consulting Group

Other

Purissima Hills Water District

Rainbow Municipal Water District

Water

Rancho California Water District

Water

Rancho Murieta Community Services Distric

Reclamation District 900

Other

Regional Government Services

Other

Regional Housing Authority Housing/Economic

Regional Housing of Sut. & Nev. Co.

 Regional Waste Management Authority
 Solid Waste

 Rincon del Diablo WD
 Water

 Riverside Community College District
 Education

 Riverside County Transportation Comm
 Transportation

Riverside-Corona Resource Conservation District

Rosamond Community Services District

Community Services Districts

Community Services Districts

Routt County, COCountiesSACOGTransportationSacramentoCities and Towns

Sacramento Metropolitan Cable Television Commission Other

Sacramento Metropolitan Fire District Fire and Police Protection

Sacramento Municipal Utility District (SMUD) Public Utilities

PO 4500137609 must be referenced on all invoices

Sacramento Public Library Authority Library

Sacramento Regional Transit Dist

Sacramento Transportation Authority Transportation

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Item VII. E.

Salinas Union High School DistrictEducationSalinas Valley Solid Waste AuthoritySolid WasteSammamish Plateau Water & Sewer DistrictWaterSan Benito County Water DistrictWater

San Bernardino International Airport Authority Transportation

San Bernardino Valley Water Conserv Dist

San Diego Housing CommissionHousing/EconomicSan Diego Unified Port DistrictTransportationSan Elijo Joint Powers AuthorityWastewaterSan Francisco Superior CourtCourts

San Gabriel Valley Council of Governments Joint Powers Authorities

San Gorgonio Pass Water Agency Water

San Joaquin Regional Transit District (RTD)

Transportation

San Juan Bautista

San Lorenzo Valley Water District

 San Luis and Delta Mendota Water Authority
 Water

 San Mateo County Office of Education
 Education

 San Mateo County Transit District
 Transportation

 San Mateo County Transportation Authority
 Transportation

Santa Barbara County Assn of Gov

Santa Barbara Metropolitan Transit District Transportation

Santa Clara Co. Housing Authority

Santa Clara County Fire Department Fire and Police Protection

Santa Clara Valley Open Space Auth Open Space
Santa Clara Valley Water District Water

Santa Clarita Valley Water

Santa Clarita Valley Water Agency Water

Santa Cruz County Regional Transportation Commission Transportation

Santa Cruz Metro Transit District Transportation

Santa Fe Irrigation District Community Services Districts

SBCTA (San Bernardino County Transit Authority)

Transportation

SBIAA/IVDA S Bernardino Intl Airport Auth

SBVMWD (San Bernardino Valley Municipal Water District)

Seattle Public Library
SF Bay Area WETA (Water Emerg TA)

Library
Water

Sloan Sakai Yeung & Wong LLP

Solano Resource Conservation District

Solano Transportation Authority Transportation

Sonoma County Library
Sonoma Resource Conservation District
Library
Other

Sonoma-Marin Area Rail Transit Transportation

They are billed on a task completion basis (mielstone basis). There are two tasks. Not monthly billing.

South Coast Air Qual Mgmt District Air Quality

South Coast Water District

South Orange County Wastewater Authority

South San Joaquin Irrigation District

Wastewater

Water

South Tahoe Public Utility District Public Utilities

Southern CA Public Power Authority

Southern California Public Power Authority Joint Powers Authorities

Southern California Regional Rail AuthorityTransportationSouthwest Transit, MNTransportationSouthwestern CCDEducation

State Bar of California State of Oregon

State Teachers' Retirement System

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State Water Contractors

Stinson Beach County Water District Water **Summerland Sanitary District** Solid Waste

email invoices to Marjon, but Co. of Sta Barbara pays

SunLine Transit Agency Transportation

Sunrise Recreation and Park District

Courts Superior Court of CA, San Diego County Counties Superior Court of CA, Santa Clara County

Superior Court of Calif., Alameda Cty

Superior Court of County of Kern

Superior Court of County of Santa Barbara

Superior Court of Orange County Courts Courts Superior Court of Santa Clara Superior Court, County of San Bernardino Courts **Sweetwater Authority** Water

Tahoe Regional Planning Agency Transportation **Tahoe Transportation District** Transportation **Town of Apple Valley** Cities and Towns Town of Atherton Cities and Towns

Town of Corte Madera

Town of Discovery Bay CSD Town of Hillsborough

Town of Los Altos Hills

Cities and Towns

Town of Los Gatos

Town of Monument CO Cities and Towns Town of Moraga Cities and Towns Cities and Towns Town of Oro Valley - Class Comp 2021 Cities and Towns **Town of Paradise** Town of Paradise Valley, AZ Cities and Towns Town of Sahuarita Cities and Towns Cities and Towns **Town of Taos** Cities and Towns **Town of Telluride** Cities and Towns **Town of Tiburon** Cities and Towns **Town of Truckee**

Town of Yucca Valley

Transportation Authority of Marin Transportation Transportation Transportation Corridor Agencies (TCA) **Tri-City Mental Health Health Services**

Tri-Dam Project

Counties **Trinity County** Triunfo Water and Sanitation District Water **Truckee Donner Public Utility District Public Utilities**

Truckee Donner Recreation and Park District Community Services Districts

Truckee Sanitary District

Truckee Tahoe Airport District Transportation

Tualatin Hills Park & Rec Dist Other **Tulare City School District** Education

Utica Water and Power Authority

Vallejo

Vallejo Flood and Wastewater District

Valley County Water District Valley Sanitary District

Valley Water (formerly Sta Clara VWD) Water Retirement Ventura County Employees' Retirement Association Other **Ventura County Transportation Commission**

Victor Valley College

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Village of Oak Park, IL Other Water Replenishment District of SoCal Wastewater **West Valley Clean Water Authority West Valley Sanitation District** Water **West Valley Water District** West Valley-Mission Comm. College Distr. Education WestCAT Transportation Western Muni. WD **Western Riverside Council of Governments** Other **Woodbridge Irrigation District** Water **Woodland Township** Cities and Towns **Yolo Transportation District** Transportation **Yolo-Solano Air Quality Management District** Air Quality Yorba Linda Water District Water **Yuba Community College District** Education

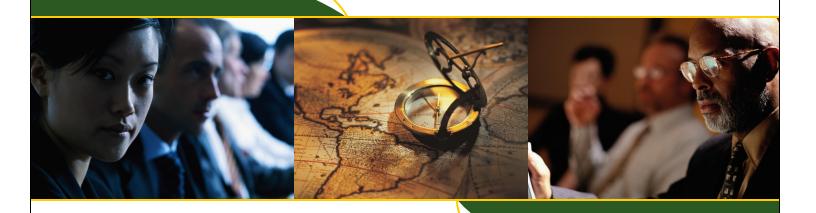
Water

Zone 7 Water Agency

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A Proposal to Conduct a Compensation and Benefits Study for the Carpinteria Valley Water District, CA

ORIGINAL





July 12, 2023

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Evergreen Solutions, LLC

2528 Barrington Circle • Unit #201 • Tallahassee, Florida 32308 850.383.0111 • fax 850.383.1511

July 11, 2023

Ms. Norma Rosales Assistant General Manager Carpinteria Valley Water District 1301 Santa Ynez Avenue Carpinteria, California 93013

Dear Ms. Rosales:

Evergreen Solutions, LLC is pleased to submit a proposal to conduct a Compensation and Benefit Study to the Carpinteria Valley Water District (District). Our response is based on our review of your Request for Proposals/Request for Qualifications, our experience working with hundreds of public sector organizations throughout the country, including many water-related entities, our understanding of the California labor market, and our knowledge of best practices in public sector human resources management. Evergreen believes it is the best qualified to provide the work being requested by the District as we have conducted more than 1,100 similar studies throughout the country.

Evergreen Solutions was formed in 2004 to provide an alternative to traditional consulting firms. We provide an innovative and effective option by focusing on clients needing partners and not simply another service provider. As a national firm, Evergreen Solutions continues to grow and our territory now includes clients in 47 states. In the State of California, Evergreen has worked with or is currently under contract to work with, the following entities in providing work similar in scope to the services being requested: Pleasant Valley Recreation and Park District; City of Long Beach; City of Camarillo; Mariposa County; and the Los Angeles Unified School District.

Evergreen has worked with the following public sector entities (i.e., water, electric, wastewater): Bexar Metropolitan Water District, TX; Denton County Fresh Water Supply District, TX; Brazos River Authority, TX; New Braunfels Utilities, TX; Barton Springs Edwards Aquifer Conservation District, TX; Susquehanna River Basin Commission, PA; Rivanna Water and Sewer Authority, VA; Greensville County and Greensville County Water and Sewer Authority, VA; Cape Fear Public Utility Authority, NC; Charlotte Water, NC; City of Orangeburg, Department of Public Utilities, SC; Spartanburg Water, SC; North Charleston Sewer District, SC; City of Marietta/Board of Lights and Water, GA; Clayton County Water Authority, GA; Cobb County-Marietta Water Authority, GA; Douglasville-Douglas County Water and Sewer Authority, GA; Brunswick-Glynn Joint Water and Sewer Commission, GA; Lumpkin County Water and Sewerage Authority, GA; Riviera Utilities, AL; Daphne Utilities, AL; Southwest Florida Water Management District; South Florida Water Management District; St. Johns River Water Management District, FL; Tampa Bay Water, FL; Toho Water Authority, FL; Keys Energy Services, FL; Englewood Water District, FL; Peace River Manasota Regional Water Supply Authority, FL; Okeechobee Utility Authority, FL; Loxahatchee River District, FL; Florida Keys Aqueduct Authority; Utilities Commission of New Smyrna Beach, FL; Lake Apopka Natural Gas District, FL; Solid Waste Authority of Palm Beach County, FL; and Okaloosa Gas District, FL. In addition, Evergreen has worked for hundreds of local governments throughout the country in providing work similar in scope to the services being requested. Many of the studies included employees from the water department.

The Evergreen Team is able to fully comprehend the challenges and goals of the District because of our vast understanding of public sector human resources and the fact that we possess the necessarv experience and

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expertise. Our team has significant expertise in conducting compensation and benefits studies for public sector organizations as can be seen in **Section 2**. Detailed resumes are available upon request.

Some of the human resource services Evergreen has focused on include: compensation and benefit studies; classification studies; staffing studies; workload analyses; performance evaluation and appraisal system design; recruitment, hiring, and retention studies; HR department reviews; strategic and workforce planning; and labor pool availability.

Through our experiences in conducting this wide range of projects, we have gained knowledge of all operations in public sector human resources management. As a result, our team knows how critical an effective classification and compensation system is to the overall operation of a proficient and progressive water district. Moreover, we have developed helpful methods and tools that assist our clients in implementing and maintaining our study recommendations and results.

Evergreen's approach to conducting a compensation and benefit study draws not only from extensive human resources work with public sector clients, but also from direct feedback of our past clients. In essence, we offer you tools that are innovative as well as those that have been proven to work in real places with real people. Some of the key facets of our approach as identified in **Section 4.1** of our response includes:

- We emphasize communication as the key to successful study completion as well as implementation. Our team understands that compensation by its very nature creates anxiety in staff and managers alike. In order to ensure a successful study process and "buy-in" at implementation, administrators, supervisors, and employees should be involved in each step of the process. This is a critical component of our communication plan. Continuous communication is ensured through the use of meetings/conference calls and the submission of written progress reports.
- Our methodology utilizes the latest in technology. In order to reduce the cost to our client partners and enhance wider participation, we offer all of our tools in an electronic format. In essence, every step of the process can be done on the Web. Further, our web-based *JobForce Manager* tool allows our client partners to facilitate implementation and eases the ongoing maintenance of the compensation system.
- We understand that one size does not fit all. Some consultants provide the same overall solution to every client; however, we provide a variety of alternatives that allow our client partners to select the solution that best meets their business and human capital needs.

As President of Evergreen Solutions, I am authorized to commit our firm contractually to this engagement. Our proposal is valid for 90-days upon receipt of proposals.

We appreciate this opportunity and commit to you our best effort if selected for this engagement. If you have any questions, please feel free to contact me at (850) 383-0111 or via email at jeff@consultevergreen.com.

Sincerely,

Dr. Jeff Ling, President Evergreen Solutions, LLC



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Response to Request for Proposals

Evergreen Solutions is well qualified to conduct a Compensation and Benefit Study for the Carpinteria Valley Water District due to our experience in conducting more than 1,100 of these studies for public sector organizations, including many water entities, across the country. As required in the Request for Proposals/Request for Qualifications (RFP/RFQ), we have provided the following sections: 1) Relevant Experience; 2) Staff's Qualifications; 3) Proposed Fee; 4) Approach, Methodology, and Timeline; and 5) Statement.

1. Relevant Experience

In this section, we include the background and history of our firm as well as a list of similar projects we have conducted for water entities.

1.1 Background and History of Firm

Evergreen Solutions, a Limited Liability Company, is a national, multidisciplinary, public sector management consulting firm, which specializes in working with public sector organizations, including hundreds of local governments, across the nation. We provide a unique approach, rather than the "consulting as usual" approach, by partnering with our clients to find innovative, real-world solutions to public management.

Evergreen Solutions was formed in 2004 to provide a modern, practical alternative to the typical consulting options. The firm is made up of management and human resource professionals as well as strategic partners who came together to form an innovative alternative that places clients and their needs before any individual, model, or corporate goal.

Evergreen's philosophy is based on an understanding that there is not a "one size that fits all" solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations.

Evergreen employs 27 full- and five part-time professionals who provide a variety of human resources management consulting.

Evergreen's main focus is on people, management, and technology. This focus allows our team to provide a broad variety of services. Our areas of expertise include: compensation and benefit studies; classification studies; performance evaluation reviews; workload analyses; staffing studies; organizational reviews; HR department reviews; training assessments; and strategic planning.

We invite you to browse our Web site at **www.ConsultEvergreen.com** or visit us on Facebook at www.facebook.com or LinkedIn at www.linkedin.com for more information about our services, staff, and past experience.





Clients nationwide have been successfully implementing recommendations from our team of professional consultants for decades. Evergreen has contracted with public sector, quasi-governmental, and non-profit organizations in 47 states throughout the country.

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Exhibit 1 includes a list of some of the water related clients and utilities (i.e., electric, water, wastewater) that Evergreen has worked with, or is currently on contract to work with, in providing work similar in scope to the services being requested. **Note:** Evergreen has also worked with, or is currently working with, the following entities in the State of California in providing work similar in scope to the services being requested: Pleasant Valley Recreation and Park District; City of Long Beach; City of Camarillo; Mariposa County; and the Los Angeles Unified School District.

Exhibit 1		
Select Water Related Clients / Utilities		
Bexar Metropolitan Water District, TX	City of Marietta – Board of Lights and Water, GA	
Denton County Fresh Water Supply District, TX	Lumpkin County Water and Sewerage Authority, GA	
Brazos River Authority, TX	Cobb County-Marietta Water Authority, GA	
Barton Springs Edwards Aquifer Conservation District, TX	Clayton County Water Authority, GA	
Harris - Galveston Subsidence District, TX	Loxahatchee River District, FL	
New Braunfels Utilities, TX	Southwest Florida Water Management District, FL	
Metropolitan St. Louis Water District, MO	Florida Keys Aqueduct Authority, FL	
Susquehanna River Basin Commission, PA	Utilities Commission of New Smyrna Beach, FL	
Rivanna Water and Sewer Authority, VA	St. Johns River Water Management District, FL	
Greensville County Water and Sewer Authority, VA	South Florida Water Management District	
Cape Fear Public Utility Authority, NC	Tampa Bay Water, FL	
Charlotte Water, NC	Toho Water Authority, FL	
Greenville Water, SC	Manatee County Utilities, FL	
North Charleston Sewer District, SC	Okaloosa Gas District, FL	
City of Orangeburg, Department of Public Utilities, SC	Peace River Manasota Regional Water Supply Authority, FL	
Riviera Utilities, AL	Sold Water Authority of Palm Beach County, FL	
Daphne Utilities, AL	Keys Energy Services, FL	
Douglasville-Douglas Co Water and Sewer Authority, GA	Lake Apopka Natural Gas District, FL	
Brunswick-Glynn Joint Water and Sewer Commission, GA	Okeechobee Utility Authority, FL	

1.2 <u>List of Similar Experience</u>

Because Evergreen has conducted more than 1,100 similar studies, we include in this section, only a list of our similar experience with water related entities and other similar organizations (i.e., utilities). In addition, Evergreen has worked for hundreds of local governments where the water department was included in the overall study.

Compensation and Classification Study / Organizational Review of the RSMU Department Brazos River Authority, Texas

Evergreen Solutions was again hired by the Brazos River Authority to Compensation and Classification Study as well as an Organizational Review of the Reservoir System Maintenance Unit (RSMU). Evergreen reviewed and recommended changes to the existing exempt and non-exempt pay grade schedules; classification system for all employees; job descriptions; and FLSA non-exempt and exempt status of all positions. Evergreen conducted market salary and benefits surveys to determine external competitiveness, internal compression and recommend pay changes, if any. Evergreen also conducted a statistical pay equity analysis for internal equity and provide recommendations for changes, if any. Evergreen perform an Organizational Review of RSMU in the following areas: current and anticipated staffing levels; skill-level requirements; and associated compensation.

In the end, Evergreen presented a final report to the Board of Directors that included documentation that supported the findings and recommendations derived from the salary and benefits market compensation surveys, the findings and recommendations for adjustments to the exempt and non-exempt pay grade schedule, and the findings and recommendations for adjustments to the classification system and pay equity for all employees. **Note**: Evergreen has worked with the Brazos River Authority on three previous projects.



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Comprehensive Classification and Compensation Analysis Barton Springs/Edwards Aquifer Conservation District, Texas

Evergreen Solutions was retained by the Barton Springs/Edwards Aquifer Conservation District to conduct a Comprehensive Classification and Compensation Analysis. Evergreen conducted a review of the current classification and compensation system by conducting a job analysis, evaluating the current system, assessing job descriptions and recommending changes to the current system. In the end, Evergreen provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.



Compensation and Classification Study Denton County Fresh Water Supply District No. 6 and Denton County Fresh Water Supply District No. 7, Texas

The Denton County Fresh Water Supply District No. 6 and Denton County Fresh Water Supply District No. 7 retained Evergreen Solutions to conduct a comprehensive compensation and classification study to determine whether the District possessed a compensation and classification system that was both equitable as compared to the external competitive employment market as well as equitable internally.

The study included a complete classification analysis using the Job Assessment Tool job valuation methodology as well as a statistical assessment of internal conditions and an assessment of external equity including a salary survey of competing organizations. The report culminated with a series of findings and recommendations designed to alleviate any strains on the system and, if necessary, redesign or augment the existing system in place at the District.



Salary and Benefits Survey Bexar Metropolitan Water District, Texas

The Bexar Metropolitan Water District (BexarMet) retained Evergreen Solutions to conduct a salary and benefits survey to determine if BexarMet was offering salaries and benefits that were within an appropriate competitive range. The study results provided BexarMet with recommendations related to external equity while still ensuring that internal equity was maintained. The study included a review of the analysis conducted on the market data, recommendations based on the compensation structure, development of specific compensation recommendations, and creation of a strategic direction for BexarMet to use in implementing the proposed compensation system. Evergreen Solutions was also awarded an add-on contract for Bexarmet to re-evaluate the FLSA designation of a selection of positions in the organization. FLSA designations were reviewed based on the current job descriptions and the Job Assessment Tool (JAT) responses of the incumbents. **Note: In 2012, BexarMet merged with San Antonio Water System.**





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Compensation Study (included a Race and Gender Analysis) New Braunfels Utilities, Texas

Evergreen Solutions was retained by New Braunfels Utilities to conduct a Job Market Survey. Evergreen performed a market salary and benefits survey of private and public sector benchmark comparisons of similar employee size (250 – 500 employees), customer size (50,000-100,000), and revenue (\$200 million or more). The market survey included positions directly related to these services as well as utility support staff and leadership. Evergreen utilized the market survey results to make recommendations for the following: position changes to existing grade structure; and proposed compensation plan/model and grade structure model to correspond with the market survey results in order to keep NBU competitive in the market. Evergreen also analyzed NBU employees' salaries, per job classification, to ensure internal equity based off gender and race and provided individualized recommendations for changes.



Compensation Study Metropolitan St. Louis Water District, Missouri

Evergreen Solutions was engaged with the Metropolitan St. Louis Water District to conduct a Compensation Study. Evergreen utilized secondary data collected by the District's current vendor as well as the District's internal sources. Evergreen addressed all current classifications through multiple sources based on availability.



Compensation Survey Susquehanna River Basin Commission, Pennsylvania

Evergreen Solutions was hired by the Susquehanna River Basin Commission (SRBC) to conduct a Compensation Survey. Evergreen consultants began this engagement by reviewing pertinent data related to the project provided by SRBC. After a preliminary evaluation, the Evergreen Team worked with SRBC to identify a list of benchmarks to conduct market and benefits surveys. Based on the data obtained from the surveys, Evergreen developed a report of findings and recommendations, as well as recommendations to sustain the suggested compensation plan.



Classification and Compensation Study Greensville County and Greensville County Water and Sewer Authority, Virginia

Evergreen Solutions was retained by Greensville County and Greensville County Water and Sewer Authority (GCWSA) to conduct a Classification and Compensation Study. Evergreen conducted a review of the current classification and compensation system by conducting a job analysis, evaluating the current system, assessing job descriptions, conducting a market survey, and recommending changes to the current system. In the end, Evergreen provided recommendations for the ongoing internal administration and maintenance of the proposed compensation and classification plan.



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Classification and Compensation Study Rivanna Water and Sewer Authority and Rivanna Solid Waste Authority (Rivanna Authorities), Virginia

Evergreen Solutions was retained by the Rivanna Water and Sewer Authority and Rivanna Solid Waste Authority (Rivanna Authorities) to conduct a Classification and Compensation Study. Evergreen conducted a comprehensive review of the salary pay systems and classification systems for general employees for Rivanna Authorities and made recommendations for any necessary adjustments. Evergreen took into consideration the duties, responsibilities, education requirements and other relevant factors of each position and classification. Existing job descriptions were revised as well as new job descriptions prepared, based on the findings of the job analysis. The Rivanna Authorities' competitive market was surveyed to ensure that the Rivanna Authorities' compensation remains competitive for the recruitment of new employees, the retention of current employees at all levels and is competitive with any competing employers.



Compensation Study

Rivanna Water and Sewer Authority and Rivanna Solid Waste Authority (Rivanna Authorities), Virginia

Evergreen Solutions was again engaged with the Rivanna Water and Sewer Authority and the Rivanna Solid Waste Authority (aka "Rivanna Authorities") to conduct a Compensation Study. Evergreen performed a market and benefits survey for all current classifications and salaries. Benefits data included health insurance rates, merit, differentials, and bonuses. Evergreen also evaluated pay policies and practices for pay adjustments in order to develop a pay range. This included recommendations for ongoing pay adjustments, ongoing pay scale maintenance, future market adjustments, merit increase adjustments and promotions. Lastly, Evergreen reviewed the current performance-based merit pay system in order to update, modify, or replace the system with a new evaluation system to rate employee performance.



Classification and Compensation Study Southeastern Public Service Authority, Virginia

Evergreen Solutions was engaged with the Southeastern Public Service Authority (SPSA) to conduct a Classification and Compensation Study for due to significant organizational changes that had occurred within SDPSA since 2008. The objectives of this study were to allow SPSA to attract and retain qualified workers who would be paid equitable salaries; to provide equitable salaries for all workers of SPSA; and to provide SPSA with a salary structure that would enable SPSA to maintain a competitive position with other governmental and business entities within a regional geographic area. Evergreen consultants conducted a comprehensive classification analysis using the Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. An assessment of external equity, including a salary survey of competing organizations, was also conducted. The study concluded with a series of findings and recommendations that were designed to alleviate any strains on the system and, if necessary, redesign the existing system in place for the SPSA.



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Classification and Compensation Study and Benefits Survey Cape Fear Public Utility Authority, North Carolina

The Cape Fear Public Utility Authority, located in Wilmington, North Carolina, hired Evergreen Solutions to conduct a comprehensive classification and compensation study to determine the organization's relative market position with respect to both compensation and benefits. The inclusion of benefits in this analysis was important to note because it made the evaluation of "total compensation" the ultimate goal. Understanding the organization's compensation mix between salaries and benefits was vital. The study included a complete classification analysis using Evergreen Solutions' Job Assessment Tool job valuation methodology in addition to a statistical assessment of current conditions. The study concluded with a series of findings and recommendations in a written report which was designed to identify and recommend resolution of any inequities in the system and, if necessary, update the existing classification structure.



Human Resources Job Analysis Consulting Service Charlotte Water, North Carolina

Evergreen was retained by Charlotte Water to conduct a Human Resources Job Analysis Consulting Service. Evergreen conducted a preliminary evaluation on the classification plan. Evergreen identified appropriate benchmarking standards and conducted statistical and anecdotal research into current environment within Charlotte Water. Evergreen updated existing class descriptions and created new class descriptions as needed, ensuring FLSA and ADA requirement satisfaction, and provided recommendations.



Compensation Study Greenville Water, South Carolina

Evergreen Solutions was retained by Greenville Water to conduct a Compensation Study. Evergreen selected benchmarks and peer organizations to survey for wages in comparison to the market and provided recommendations regarding changes to the current pay plan. **Note**: Evergreen previously conducted a Comprehensive Classification and Compensation Study for Greenville Water.



Compensation Study City of Orangeburg – Department of Public Utilities, South Carolina

Evergreen Solutions was engaged with the City of Orangeburg, Department of Public Utilities (DPU) to conduct a Compensation Study. Evergreen's consultants evaluated the current pay plan for DPU as compared to the job market for comparable positions in other utilities, and the private sector. Based on the results of the survey, Evergreen recommended a revised pay plan for DPU.



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Classification and Compensation Study Riviera Utilities, Alabama

Evergreen Solutions was retained by Riviera Utilities to conduct a Classification and Compensation Study. Evergreen conducted an evaluation of the Utilities' current compensation structure and procedures and reviewed the market competitiveness of pay ranges and the benefits program in order to further promote and retain a diverse and competent workforce. The primary objectives of the study were to: review the existing compensation plan and classification structure to ensure that all positions are internally equitable and externally competitive; conduct a survey with comparative utilities and communities on salaries, pay structure, pay policies, and benefits; provide recommendations for revisions to the compensation plan, benefit program, and pay policies; and deliver a classification and compensation procedural manual to objectively evaluate new or revised positions following the conclusion of the study. The manual will include guidance for compensation practices including, COLA increases, spot bonuses, performance increases for individuals above the maximum of their salary range, determination of starting pay for new hires, criteria for percent pay increases based on performance, promotions, and demotions.

Evergreen further assisted Riviera Utilities in presenting the results of the study to the management team, Board, and employee groups, assisting with strategy recommendations for an employee communications plan, and responding to employee inquiries about the study during and after implementation.



Compensation and Benefits Study Daphne Utilities, Alabama

Evergreen Solutions is engaged with Daphne Utilities (DU) to conduct a Compensation and Benefits Study. Evergreen will conduct a comprehensive labor market salary and benefits survey in order to update DU's pay plan to better address current issues with retention and recruitment. **Note:** This project is almost completed.



Job Description/Classification Study and Analysis Douglasville-Douglas County Water and Sewer Authority, Georgia

Evergreen Solutions was retained by Douglasville-Douglas County Water and Sewer Authority to conduct a Job Description and Classification Study and Analysis. The study evaluated the Authority's present job description/classification system as compared to the relevant job market for comparable positions in both the private and public sectors.



Compensation Study Douglasville-Douglas County Water and Sewer Authority, Georgia

Evergreen Solutions was again retained by the Douglasville-Douglas County Water and Sewer Authority to conduct a Compensation Study. Evergreen conducted a salary survey to determine external equity and whether to update to Authority's pay plan to make it more competitive in the market for like positions.

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Classification and Compensation Study and Analysis Clayton County Water Authority, Georgia

Evergreen Solutions was retained by the Clayton County Water Authority (CCWA) to conduct a Classification and Compensation Study and Analysis. The objectives of the study were to: attract and retain qualified employees; ensure positions performing similar work with essentially the same level of complexity, responsibility, and knowledge, skills, and abilities are classified together; provide salaries commensurate with assigned duties; outline promotional opportunities and provide recognizable compensation growth (i.e. career ladders); provide justifiable pay differential between individual classes; ensure proper organizational alignment between classifications and designated departments; and maintain a competitive position with other comparable government entities and private employers within the same geographic areas.



Compensation Study Cobb County – Marietta Water Authority, Georgia

Evergreen Solutions was retained by the Cobb County-Marietta Water Authority (CCMWA) to conduct a Compensation Study. Evergreen's consultants assessed the current market position for CCMWA to ensure that classifications as well as incumbents were placed in a market-responsive manner



Total Compensation Study Brunswick-Glynn Joint Water and Sewer Commission, Georgia

Evergreen Solutions was engaged with the Brunswick-Glynn Joint Water and Sewer Commission (BGJWSC) to conduct a Total Compensation Study. The study provided options for a classification and total compensation plan, including an implementation strategy, which will achieve the following objectives: ensure fair and equitable compensation relationships with BGJWSC; maintain pay equity compliance; ensure competitiveness with the external market; develop strategies to increase recruitment and retention rates; provide insights and suggestions for improving employee relations regarding total compensation; account for both internal and external equity measurements; enable easy maintenance by the BGJWSC staff post implementation; and keep level of fiscal impact of the recommendations and implementation options to a level that can be managed over time.



Classification and Compensation Study Lumpkin County Water and Sewerage Authority, Georgia

Evergreen Solutions was again retained by Lumpkin County Water and Sewerage Authority to conduct a Classification and Compensation Study for its six employees. Evergreen consultants performed the following: analyzed the Authority's current salary structure (pay plan); collected classification information through the Job Assessment Tool (JAT) process; developed recommendations for improvements to the classification structure; conducted a market salary survey and analyzed results; recommended revisions/updates to the current pay plan; developed the appropriate method for transitioning employees' salaries into the revised/updated competitive pay plan; developed draft and final reports; and reviewed and updated job descriptions. **Note:** Evergreen also previously conducted a compensation study for the Authority.



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Compensation Review and Update of a Pay and Classification System City of Marietta – Board of Lights and Water Georgia

Evergreen Solutions was engaged with the City of Marietta/Board of Lights and Water to conduct a Review and Update of a Pay and Classification System. Evergreen performed the following tasks:

- evaluated job descriptions for all full-time and part-time single incumbent positions and recommended appropriate job classification, FLSA classification, and salary range;
- updated and/or created full-time and part-time classification specifications as needed to uniformly reflect distinguishing characteristics, FLSA status, essential functions, minimum qualifications, working conditions, license requirements, regulatory requirements, certifications, and competencies required to do the job (knowledge, skills, and physical abilities);
- conducted a full market analysis of take-home pay with comparable labor market including both private, when applicable, and public sector (locally, regionally, and statewide) using an approved peer group with a focus on actual take-home pay;
- established a consistent and competitive market position that the City could strive to maintain that aligned with the City's compensation philosophy;
- reviewed and provided an assessment on the competitiveness of the City's entire benefits package (including annual/vacation leave, sick leave, holidays, health, dental, life, disability, retirement, tuition reimbursement, etc.);
- designed and recommended an implementation strategy (including cost) and a maintenance strategy, including policy revisions or additions for the updated compensation system with the lowest financial impact on the City and greatest gain to positions that fell outside of a designated range;
- included any best practice recommendations that would positively impact hiring or retention; and
- provided training to appropriate City staff on the utilization and maintenance of the system.



Market Salary Survey Peace River Manasota Regional Water Supply Authority, Florida

Evergreen Solutions consultants conducted a comprehensive market salary survey for the Authority which included 16 market peers and all 46 job classifications within the Authority. The study focused on the average salary ranges offered by the market for selected benchmark positions. The data collected was used to evaluate the overall pay structure, summarize overall market competitiveness, and capture the current highs and lows of the Authority's pay plan at a fixed point in time.



Pay and Classification Study Peace River Manasota Regional Water Supply Authority, Florida

Evergreen Solutions was again retained by the Peace River Manasota Regional Water Supply Authority to conduct a Pay and Classification Study

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Total Compensation Study Southwest Florida Water Management District

Evergreen Solutions was retained by Southwest Florida Water Management District (District) to assist with a total compensation study. The study focused on the market competitiveness of the District's pay structure and used a combination of internal and external data analysis to form recommendations geared toward ensuring the continued success of the District in recruiting and retaining qualified employees. The result of the study was a sound compensation plan that conformed to the needs and characteristics of the District.

By nature, the study focused on internal and external equity. To address equity internally, the study involved focus groups, current salary and benefits analyses, and a review of position duties throughout the internal hierarchy. To assess external equity, Evergreen conducted a comprehensive assessment of compensation trends amongst the District's market peers. In the end, a number of recommendations were made by the Evergreen Team on how employees would move through the pay structure/system as a result of transfers, promotions, or demotions; how to pay employees whose base pay has reached the maximum of their pay range or value of their position; the appropriate mix of pay and benefits for District employees; how often the District should adjust pay scales and survey the market; timing of implementation; and on how to keep the system fair and competitive over time.



Compensation Study Southwest Florida Water Management District

Evergreen was again retained by the Southwest Florida Water Management District (District) to provide a comparison of job classifications to its competitive market peers and provide recommendations on how the District can move forward and manage more effectively its salary structure. Note: Prior to this, Evergreen conducted a FLSA Audit for the District.



FLSA Audit and Salary Survey South Florida Water Management District

Evergreen Solutions was retained by South Florida Water Management District (SFWMD) to conduct a FLSA Audit of all positions and a Salary Survey. Evergreen reviewed current job descriptions to determine FLSA. If uncertainties existed, SFWMD followed up with the employee to gather additional information in order for Evergreen's consultants to make an FLSA determination. For the salary survey, Evergreen reviewed the existing pay structure and looked for potential problems and issues to be resolved; determined the strengths and weaknesses of the current pay plan(s) for employees; completed an assessment of current conditions that detailed the pros and cons of the current system as well as highlighted areas for potential improvement; identified the list of 60 classifications (benchmarks) to include in the labor market survey; identified up to 20 peer organizations to include in the salary survey; collected and entered survey results into Evergreen's electronic data analysis tools; validated all data submitted; determined the proper pay plan(s) for employees, including number of grades, steps, and ranges, based on findings from market salary survey; and prepared and submitted a final report that identified the new pay plan(s) and the costs associated with implementing the new plan.



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Compensation Study St. Johns River Water Management District. Florida

Evergreen Solutions was hired by the City of Kissimmee to conduct a Salary Survey for the St. Johns River Water Management District (District). The District is responsible for managing groundwater and surface water resources in all or part of 18 counties in northeast and east—central Florida. The District has 591 positions located in Jacksonville (27 positions), Palatka (398 positions), Maitland (47 positions), Palm Bay (81 positions), and several field stations (38 positions). The objective of the study is provide the District with a comprehensive assessment of the market competitiveness of the District's salaries by collecting data, performing an analysis, evaluating that data, and providing a comprehensive report of its findings. Evergreen will review the District's pay structure (pay plan) to assess its appropriateness and make recommendations for changes to this structure, if warranted. **Note**: Evergreen previously conducted a Compensation Study for the District.



Compensation Study Southwest Florida Water Management District

Evergreen was again retained by the Southwest Florida Water Management District (SWFWMD) to provide a comparison of job classifications to its competitive market peers and provide recommendations on how SWFWMD can move forward and manage more effectively its salary structure. **Note**: Evergreen previously provided SWFWMD with FLSA Audits and a Total Compensation Study.



Classification and Compensation Study Englewood Water District, Florida

Evergreen Solutions was retained by the Englewood Water District to conduct a Classification and Compensation Study. The objectives of the study were to: review current job classification grades; have an equitable salary and benefit package to attract and retain qualified employees; provide a fair and equitable salary and benefit package to all District employees; and establish a salary structure that enables the District to maintain a competitive position with other cities and entities within the same geographic area.



Pay Plan, Classification and Compensation Study and Analysis Okaloosa Gas District, Florida

Evergreen Solutions was retained by the Okaloosa Gas District to conduct a Pay Plan, Classification and Compensation Study and Analysis. Evergreen performed the following tasks:

- developed and designed a compensation philosophy that aligned with the District's strategic plan, operations and complemented its vision to be the "employer of choice";
- conducted a comprehensive analysis of the current compensation program and made recommendations for improvement and suggested plans to address issues including but not limited to: target comparison market, internal equity assessment, competitive salary analysis, index of standard for cost-of-living comparison, and strategies for critical skill recruitment and retention;

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- created and proposed a classification structure with recommendations for assignment for all positions within this structure commensurate with level of complexity, responsibility, knowledge, skills and abilities, and/or other compensable factors;
- identified comparable organizations and competitive labor market comparisons for position classifications and conducted a full compensation survey, complete with recommendations and cost of implementation.
- analyzed existing compensation, identified recommendations for review and proposed implementation methods to address issues/concerns;
- recommended compensation levels, range spread, and range placement for positions based on market survey and internal analysis; and
- provided alternative methods to address internal inequities, pay compression, retention, hard to fill positions and market adjustments.



Compensation Study Tampa Bay Water Authority, Florida

Evergreen Solutions was retained by Tampa Bay Water to conduct a comprehensive evaluation of their compensation equity, plans, and practices. Emphasis was placed on market equity and the status of the Organization's pay plan vis-à-vis the external labor market. A salary survey including public and private sector peers was conducted and recommendations were made to improve competitiveness.

Note: Evergreen previously conducted a Compensation and Classification Study for Tampa Bay Water Authority in 2007.



Employee Total Compensation Study Loxahatchee River District, Florida

The Loxahatchee River District retained Evergreen Solutions to conduct an Employee Total Compensation Study to evaluate the current marketplace competitiveness of the District's employee salary and benefits compensation practices and to provide recommendations to ensure that the District's employee total compensation plan was sufficiently adequate to attract and retain a qualified and productive workforce. As part of the study, Evergreen Solutions evaluated the District's existing wage and salary ranges and employee benefits plan; evaluated the current market competitiveness of the District's wage and salary ranges for all job classifications; evaluated the current market competitiveness of the District's employee benefits plan; and made recommendations for adjustment of the District's wage and salary ranges for all job classifications and for modifications to the employee benefits plan to ensure their market competitiveness.



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Total Compensation Study Loxahatchee River District, Florida

Evergreen Solutions was again retained by Loxahatchee River District to conduct a Total Compensation Study. The purpose of the study was to evaluate the competitiveness of the District's salary and benefits compensation practices and provide recommendations to ensure that the District's total compensation plan was sufficient to attract and retain a qualified and productive workforce.



Compensation Study Lake Apopka Gas District, Florida

Evergreen Solutions was engaged with the Lake Apopka Gas Natural District (District) conduct a Compensation Study. Evergreen's consultants surveyed peers to determine whether the District's salaries were competitive in the market so recommendations could be made to better retain and recruit talented workers.



Pay and Classification Study Florida Keys Aqueduct Authority

Evergreen Solutions was engaged with the Florida Keys Aqueduct Authority (FKAA) to conduct a Pay and Classification Study. Evergreen conducted a comprehensive analysis of FKAA's compensation and classification system including an evaluation of market competitiveness, as well as internal equity and classification accuracy for all FKAA employees. **Note**: Evergreen previously conducted a Position and Compensation Study for FKAA.



Employee Compensation Study Solid Waste Authority of Palm Beach County, Florida

Evergreen Solutions was engaged with the Solid Waste Authority of Palm Beach County (Authority) to conduct an Employee Compensation Study. Evergreen conducted a market-based review and analysis of the Authority's current compensation and classification structure to test the competitiveness of the salaries offered by the Authority, as compared to public and private employers in local and regional markets and benchmarked to the geographic labor market with which they competed. Evergreen consultants also reviewed existing classification/compensation structure and policies (i.e., method of determining individual salary ranges, calculating pay rates for promotions and demotions, methods for across-the-board pay increases and progression through pay ranges, etc.) to determine what policy revisions were necessary and assigned non-benchmark jobs to the pay structure (those jobs for which there was no data or limited market data) based on the Authority's internal equity. Evergreen reviewed the current administrative and classification maintenance procedures and methods to ensure continued equity in the fairness and competitiveness of the salary plan and recommended modifications and assisted with the development of policy and prepared implementation strategy and cost analysis. **Note:** Evergreen continues to provide HR consulting services on an as needed basis for the authority.



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Job Classification and Compensation Study Utilities Commission of New Smyrna Beach, Florida

Evergreen Solutions was retained by the Utilities Commission of New Smyrna Beach (UCNSB), to conduct a Job Classification and Compensation Study. Evergreen's consultants reviewed UCNSB's compensation plan, including its salary schedule, and made recommendations for improvements. A new plan was recommended and Evergreen developed a proposal for implementing the plan. Evergreen's consultants further reviewed all job descriptions to ensure proper job classifications and made recommendations for any classification revisions/adjustments, as needed.



Employee Classification and Compensation Survey Okeechobee Utility Authority, Florida

Evergreen is retained by the Okeechobee Utility Authority to conduct an Employee Classification and Compensation Survey. Evergreen will analyze and review current OUA policies and procedures with respect to employee job classifications, pay and other benefits to retain and hire employees. As a final product, a report will be generated by the consultant with content and format a result of the consultant's work.



Performance Evaluation Methodology Kissimmee Utilities Authority, Florida

Evergreen Solutions was retained by the Kissimmee Utility Authority to provide a Performance Evaluation Methodology by completing the following tasks: collected and reviewed strategic and operational data; met with the General Manager to identify the operational elements that supported the Board's strategic goals related to the role of the General Manager; and designed and validated a Performance Evaluation System and reporting structure for use by Human Resources.



Executive Compensation and Classification Study Keys Energy Services, Florida

Evergreen Solutions was hired by Keys Energy Services in South Florida to conduct a Salary and Position Classification Study for its executive staff. As part of the study, the Evergreen Solutions Team conducted orientations, focus groups, and interviews with employees, and collected Job Assessment Tools (JATs) from employees. Evergreen Solutions consultants conducted a comprehensive salary survey of local and regional employers to assess the market competitiveness of the organization. Finally, a detailed plan was developed to provide the organization with specific steps to implement an equitable and competitive compensation plan.



Salary and Position Classification Study Keys Energy Services, Florida

As a follow up to the Salary and Positions Classification Study, Keys Energy Services retained Evergreen again to assist with a comprehensive review of its performance management system. Based on data collected through focus groups, employee surveys, interviews, and best practices, a new performance management system was

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developed. The system combined each level of the organization including the individual, department, and organizational levels. **Note:** Evergreen Solutions was again hired by Keys Energy Services to complete a Salary Survey of all Union Positions.



Update to Classification and Compensation Plan Keys Energy Services, Florida

Evergreen was again hired by Keys Energy to update its classification and compensation plan to ensure internal and external equity within the organization. Evergreen made the necessary recommendations to revise the current classification and compensation plan. **Note:** Evergreen was recently hired to update Keys Energy Services classification and compensation plan.



Compensation and Classification Study Ft. Pierce Utilities Authority, Florida

The Fort Pierce Utilities Authority (FPUA) retained Evergreen Solutions to conduct a Compensation and Classification Study with a strong emphasis on internal and external equity. As part of the study, Evergreen Solutions collected and reviewed current environmental data present at FPUA; conducted a market salary and benefits survey and provided feedback regarding current market competitiveness; conducted a classification analysis to assess internal equity and the efficiency of the current classification plan; developed strategic positioning recommendations using market data and best practices; developed a compensation structure and cost transition schedule; and developed and submitted draft and final reports summarizing findings and recommendations.



Salary, Benefit, and Position Reclassification Study Toho Water Authority, Florida

The Evergreen Solutions Team was hired by the Toho Water Authority to conduct a Salary, Benefits, and Position Classification Study including all positions and provide recommendations for implementation of a revised pay plan. The study included all employees and classifications in the Authority. As part of the study, the Evergreen Solutions Team conducted orientations, focus groups, and interviews with employees, and collected Job Assessment Tools (JATs) from employees. Evergreen Solutions consultants conducted a comprehensive salary and benefits survey of local and regional employers to assess the market competitiveness of the Authority. Finally, a detailed plan was developed to provide the Authority with specific steps to implement an equitable and competitive compensation plan.



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2. Staff's Qualifications

The following paragraphs provide <u>summary resumes</u> of each team member's qualifications and experience related to his/her role in this engagement.

Dr. Jeff Ling, CCP – Project Principal. Dr. Ling is the President of Evergreen Solutions who has been with the firm since its inception in 2004. He is a Certified Compensation Professional (CCP) who has more than 25 years consulting experience in the following areas: human resources; performance improvement; process analysis; strategic planning; statistical analysis; research methodology; data management; surveys and polling; technology analysis; change management; and risk analysis.

Dr. Ling has planned, organized, and managed studies on human resources assessment, survey analysis, government efficiency, technology planning, information utilization, public opinion, market expansion, and privatization. Each of these studies dealt with summarizing major alternatives for decision makers and providing viable recommendations. He has consulting experience in public sector Evaluation, research management, efficiency analysis, survey analysis, statistical modeling, and technology planning.

Dr. Ling has been instrumental in creating, reviewing, and evaluating the methodology employed by Evergreen Solutions on all human resource engagements. His background and skill set make him uniquely qualified for assessing organizational critical needs and strategy. He is also an expert in policy development and long-term planning.

A sample of the types of studies Dr. Ling has been involved with includes:

- Compensation/Classification—He developed the methodology and techniques for organizations to employ for successful data collection and implementation based on internal and external equity needs. He has been the Project Principal and Project Director for numerous projects related to classification and/or compensation. Note: He has served as the Project Principal for more than 1,100 public sector projects related to Classification and/or Compensation.
- **Performance Evaluation** He has provided the framework for many organizations transitioning into goal-based performance evaluation systems or fully functional merit-based pay structures. He understands the importance of a well stratified, objective based review process and has been instrumental in assisting a number of large organizations transition from traditional systems into merit-based pay structures with minimal transitional costs and interruption.
- Market Research He provided the basis for which market research was collected, analyzed, and review. He ensured that data collection procedures and methods were statistically reliable using his knowledge of statistics and overall market research.
- **Policy Development** He has a thorough and firm understanding of policy development and has assisted many clients with implementing tailored policies and practices that reflect best practices.

Dr. Ling holds a Doctorate's Degree from Florida State University in Political Science and has taught courses addressing research methodology, statistical analysis, technological innovations, and political economy at various universities.

Mr. Rob Williamson– Project Director (will be the day-to-day contact with the District). Mr. Williamson is a Project Manager with Evergreen. He brings more than 20 years of proven leadership experience serving both private and public sector clients. His diverse leadership includes time as a business owner, County Commissioner, CEO of a mid-sized water and wastewater treatment utility, Executive

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Director of a three-member regional water utility provider, and most recently, Manager of the Florida Association of Counties' 23-county insurance trust.

During his career, Mr. Williamson has served on boards of directors for more than two dozen public, private, civic and charitable organizations. This includes time as Chairman of the Santa Rosa County Board of County Commissioners, RESTORE Council, Tourist Development Council, Florida/Alabama Transportation Planning Organization and as a member of the Florida Gulf Consortium, Florida Association of Counties Executive Board, Leadership Santa Rosa, and the Institute for County Government to name a few. He is also a member of the Florida Rural Water Association.

Mr. Williamson helps organizations create new strategic pathways to solve complex problems. His areas of focus include policy development, strategic planning, change management, government services, transportation planning, master planning, tourism, RESTORE Act implementation and leadership development.

A sample of some of the public sector projects that Mr. Williamson has directed include: a Job Market Survey for New Braunfels Utilities, TX: a Classification and Compensation Study for Blanco County, TX: a Compensation Study for City of Aransas Pass, TX; a Compensation Study for the Metropolitan St. Louis Water District, MO; a Compensation Study and Analysis for McLean County, IL; a Classification and Compensation Study for the City of Moline, IL; a Compensation Study for the City of Morristown, TN; a Comprehensive Total Compensation Study for Cumberland County, PA; a Classification and Compensation Study for Culpeper County, VA; and HR Market Study for Botetourt County, VA; a Classification and Compensation Study for Dare County, NC; a Compensation Study for North Charleston Sewer District, SC; a Compensation Study for the Town of Central, SC; a Classification and Compensation Study and Analysis for Darlington County, SC; an Employee Compensation and Classification Study for the City of Greenwood, SC; a Compensation Study for the City of Orangeburg, Department of Public Utilities, SC; a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study and Analysis for Columbus Consolidated Government, GA; a Classification and Compensation Study for the City of Jackson, GA; a Compensation Study for Cherokee County, GA; a Classification and Compensation Study for the City of Johns Creek, GA; a Classification and Compensation Study for the City of Jackson, GA; a Classification and Compensation Study for the City of Calhoun, GA; a Classification and Compensation Study for the City of Hampton, GA; a Classification and Compensation Study for the City of Sylvester, GA; a Compensation Study for Cobb County-Marietta Water Authority, GA; a Classification and Compensation Study and Analysis for Clayton County Water Authority, GA; a Compensation Study for Douglasville-Douglas County Water and Sewer Authority, GA; a Compensation Study for the City of Duluth, GA; a Classification and Compensation Study for the City of Vienna, GA; a Classification and Compensation Study for the City of Auburn, AL; a Compensation and Benefits Study for the City of Mobile, AL; a Classification and Compensation Study for Riviera Utilities, AL; a Classification and Compensation Study for DeSoto County, FL; a Compensation Study for the Lake Apopka Natural Gas District, FL; a Compensation and Benefits Study for the Southwest Florida Water Management District, FL; a Comprehensive Classification and Compensation Study for Citrus County, FL; a Classification and Compensation Study for the City of Apalachicola, FL; a Compensation Study for the City of Naples, FL; a Compensation Study for the City of New Port Richey, FL; a Classification and Compensation Study for the City of Wildwood, FL; a Classification and Compensation Study for the City of Oldsmar, FL; a Classification and Compensation Study for the City of Boynton Beach, FL; a Compensation Study for the City of Bradenton, FL; a Classification and Compensation Study for the City of Cooper City, FL; a Classification and Compensation Study for the City of Kissimmee, FL; a Classification and Compensation Study for the Manatee County Sheriff's Office, FL; and a Compensation Study for the Marion County Property Appraiser, FL.

Mr. Williamson has certifications from the Cambridge Leadership Institute and the Kenan-Flagler Business School Leadership Institute and possesses a Bachelor of Science Degree in Sociology from Florida State University.



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Ms. Brenda Whurr – Project Consultant. Ms. Whurr is a Consultant with Evergreen who has more than 15 years of human resource management experience. As a former HR Director in both Florida and North Carolina, she led an HR team with onboarding, payroll processing and day-to-day employee issues; administered leave and workers' compensation; worked with leadership on recruiting strategies and employee relations issues; coordinated open enrollment and other benefits programs; implemented policies and procedures to assist in the transformation of a small company approach to a larger, multi-location company; transitioned the HR Department into a paperless document storage system; developed and implemented a recruiting program; and led initiatives for a Wellness Program and Family Fun Day to increase employee engagement.

Some of the recent projects she has been involved with include: a Compensation Study for the City of Aransas Pass, TX; a Classification and Compensation Study for Blanco County, TX; a Classification and Compensation Study for the City of Moline, IL; a Compensation and Benefits Study for the City of Mobile, AL; a Classification and Compensation Study for Culpeper County, VA; a Compensation Study for the North Charleston Sewer District, SC; a Classification and Compensation Study and Analysis for Darlington County, SC; a Compensation Study for the City of Orangeburg, Department of Public Utilities, SC; a Classification and Compensation Study for the City of Jackson, GA; a Compensation Study for the City of Duluth, GA; a Compensation Study for Cherokee County, GA; a Classification and Compensation Study for the City of Johns Creek, GA; a Classification and Compensation Study for the City of Jackson, GA; a Classification and Compensation Study for the City of Hampton, GA; a Compensation Study for Cobb County-Marietta Water Authority, GA; a Classification and Compensation Study and Analysis for Clayton County Water Authority, GA; a Compensation Study for Douglasville-Douglas County Water and Sewer Authority, GA; a Classification and Compensation Study for the City of Vienna, GA; a Classification and Compensation Study for Riviera Utilities, AL; a Classification and Compensation Study for DeSoto County, FL; a Comprehensive Classification and Compensation Study for Citrus County, FL; a Compensation Study for the City of New Port Richey, FL; a Classification and Compensation Study for the City of Oldsmar, FL; a Classification and Compensation Study for the City of Cooper City, FL; and a Classification and Compensation Study for the City of Kissimmee, FL.

Ms. Whurr has a Bachelor's of Science in Management Information Systems and possesses a Professional Human Resources certification (PHR) as well as a certification as a professional with SHRM.

Mr. Peter Backhaus – **Project Consultant**. Mr. Backhaus is a Consultant with Evergreen Solutions. He is able to apply his knowledge and skills as a Senior Analyst for Evergreen, through various functions including: conducting market research and collecting compensation data, running regression analyses, and recommending appropriate pay grades.

Some of the recent public sector projects that Mr. Backhaus has been involved with include: a Compensation Study for City of Aransas Pass, TX; a Classification and Compensation Study for Blanco County, TX; a Job Market Survey for New Braunfels Utilities, TX;

a Classification and Compensation Study for Culpeper County, VA; a Compensation Study for the Town of Central, SC; an Employee Compensation and Classification Study for the City of Greenwood, SC; a Classification and Compensation Study and Analysis for Darlington County, SC; a Compensation Study for the City of Orangeburg, Department of Public Utilities, SC; a Compensation Study for North Charleston Sewer District, SC; a Compensation Study for the Metropolitan St. Louis Water District, MO; a Compensation Study for the City of Jefferson, MO; a Compensation Study and Analysis for McLean County, IL; a Classification and Compensation Study for the City of Moline, IL; a Classification and Compensation Study for Dare County, NC; a Comprehensive Total Compensation Study for Cumberland County, PA; a Classification and Compensation Study for Barrow County, GA; a Classification and Compensation Study for the City of Jackson, GA; a Classification and Compensation Study for the City of Calhoun, GA; a Classification and Compensation Study for Compensation Study for Cherokee County, GA; a Classification and Compensation Study for the City of Jackson, GA; a Classification and Compensation Study for the City of Sylvester, GA; a Compensation Study for Cobb County-Marietta Water



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Authority, GA; a Classification and Compensation Study and Analysis for Clayton County Water Authority, GA; Compensation Consulting Services to Effingham County, GA; a Compensation Study for Douglasville-Douglas County Water and Sewer Authority, GA; a Classification and Compensation Study for the City of Vienna, GA; a Compensation Study for the City of Duluth, GA; a Classification and Compensation Study for the City of Johns Creek, GA; a Classification and Compensation Study for the City of Auburn, AL; a Compensation and Benefits Study for the City of Mobile, AL; a Classification and Compensation Study for Riviera Utilities, AL; a Classification and Compensation Study for Citrus County, FL; a Compensation Study for the Lake Apopka Natural Gas District, FL; a Classification and Compensation Study for the City of Apalachicola, FL; a Compensation Study for the City of New Port Richey, FL; a Classification and Compensation Study for the City of Cooper City, FL; a Compensation Study for the Marion County Property Appraiser, FL; and a Classification and Compensation Study for the Manatee County Sheriff's Office, FL.

Mr. Backhaus began his career working in sales through various markets. He quickly transitioned into a role with Verizon's most prominent partner as an account manager, focusing on business relationships and growth in the Tallahassee Florida area. Most prominently in his sales path, he joined a startup as the sales manager to lead a team through client growth and retention, while also developing outbound strategy for adopting new verticals for the company. With the startup, projected targets were exceeded, and several notable clients were guided to successful business paths. He strongly values the relationships developed with his clients and communication through all modes of life.

Mr. Backhaus has a Bachelor's of Science in Economics with Minors in Sociology and Communication.



Note: A team of experienced analytical and clerical support staff will contribute to this study, as needed.

3. Proposed Fee

Evergreen Solutions, LLC is pleased to present our proposed fee to conduct the Compensation and Benefit Study for the District. We are committed to providing the highest quality consulting services to our client partners for a reasonable price. Our firm is fortunate that our overhead is minimal and our expenses are reasonable so we can pass that cost savings on to our clients.

Our total, not-to-exceed, fixed fee to complete all tasks identified in our detailed work plan in **Section 4.2** of our proposal is **\$29,500**. Our fee is all inclusive, and includes travel costs (meals and lodging), transportation, fringe benefits, indirect costs (overhead), clerical support, and all other out-of-pocket expenses. Our fee includes one onsite visit to the District to provide the requested work as most of the work can be performed virtually.

Our preferred invoicing schedule is as follows:

- 25% upon completion of Tasks 1 − 2
- 25% upon completion of Tasks 3 4
- 25% upon completion of Tasks 5 6
- 15% upon completion of Tasks 7 10
- 10% upon completion of Task 11

We are willing to negotiate the time, scope, and cost of the basic tasks, or any other options that the District wishes to identify.



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4. Approach and Methodology

In this section we include our approach to conduct the Compensation and Benefit Study for the Carpinteria Valley Water District (District); a detailed work plan—identifying the tasks, activities, and milestones necessary to accomplish the deliverables included in the scope of services of the RFP/RFQ; and a proposed timeline.

4.1 Approach and Methodology

Evergreen Solutions is uniquely qualified to conduct a Compensation and Benefit Study for the District as our team includes recognized experts in public sector human resources management and understands that there is not a "one size that fits all" solution to compensation management. Our approach is built on working collaboratively with all parties to make sound, implementation-focused recommendations.

Specifically, we have developed a implementation strategy that: focuses on market competitiveness; recognizes that compensation is comprised of more than just base pay levels; reflects changes in recent compensation strategies; designs custom solutions that take into account the diversity of needs present in the organization and allows you to select the components and options that best meet your overall needs; and produces a structure that improves the organization's ability to recruit, reward, motivate, and retain talent in a competitive environment that includes both public and private sector employers.

We will work closely with the District's designated Project Manager, General Manager, Assistant General Manager, and the Human Resources Department throughout the process to ensure constant communication of issues, concerns, and potential outcomes. In addition, we will work closely with your staff to gain a solid understanding of your current operational realities, challenges, and desired outcomes. Moreover, Evergreen Solutions will work with you to balance your need to meet your performance goals while carefully managing your resources.

Compensation management has undergone significant transformation in the private sector and over time public sector organizations have mirrored these changes. While compensation once centered on the separate administration of base pay and core benefits, a shift has occurred that has transformed compensation management. Progressive organizations now recognize that—to effectively recruit, reward, motivate, and retain employees—compensation management requires strategic thinking and planning. Compensation management must support an organization's overall strategic direction. To accomplish this, effective organizations design a compensation philosophy that details where an organization wants to be in relation to the market in key areas. These key areas include cash compensation, benefits, and work/life balance. Compensation is thus a reflection of the organization's philosophy.

Evergreen realizes that we will need to tailor our approach to fit the operating, fiscal, and competitive needs of the organization. Recommendations must always reflect competitive needs while supporting the organization's overall mission.

Listed below is an overview of the typically recommended approach that Evergreen takes when conducting a study of this nature.

Kick Off Meeting - Evergreen begins each engagement by meeting with our client's leadership team. Frequently, this initial meeting will accomplish several goals, including: finalizing the project work plan; identifying milestone and deliverable dates; gaining insight into the management structure and approach; collecting classification and compensation data; identifying additional data needs; and developing preliminary schedules for subsequent tasks.

At this time, we will also request a copy of the employee database that reflects current classification and compensation data.

Communication Plan - Communication is a critical component of any compensation and benefit study. Communicating with employees directly and early in the process builds support for the process and the accompanying outcomes. As part of our communication plan, we meet first with key project staff to fully understand the nature and scope of the project. The results of these meetings are then communicated to

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employees during the project outreach through employee orientation sessions, focus groups, and interviews. Regular updates are provided to the client's Project Manager and can be posted on the client's intranet site, if available and desired. Additionally, the communication plan for the distribution of the end product, particularly how the results will be distributed to employees, is also critical.

Employee Orientation and Focus Groups - Based on client feedback and a review of best practices, we have designed an orientation curriculum that provides employees insight into the process as well as provides a forum for answering questions and soliciting participation. Following the orientation sessions, we begin the focus group process. Focus groups are used to gain detailed insight into employee perceptions, concerns, and issues. The protocol for the sessions is provided to your project team in advance and refined to meet your needs.

We have found that employee orientation sessions and focus groups are critical venues for building employee participation and buy-in. Since they take place at the outset of the project, they are a critical introduction to the project and the question-and-answer formats allow employees to become engaged in the process. During these sessions, Evergreen consultants can also help to manage expectations since some employees may have unrealistic expectations based on anecdotal information.

Department Head Interviews - Evergreen staff conduct one-on-one interviews with department heads and/or senior management (in addition to any other employees the client determines is necessary) to identify challenges for consideration. These interviews will allow our staff to add details to our understanding of the organization and its needs. They also allow our consultants the opportunity to better understand the organizational structure of each department as well as the unique recruiting and retention issues that may be present in each department. Frequently, department directors and senior management serve as invaluable resources in explaining how internal equity relationships have evolved over time and explaining the nuances between the differences in jobs.

Job Assessment Tool and Management Issue Tool Another important activity undertaken at this time is the distribution of Evergreen' Job Assessment Tool© (JAT). These questionnaires are central components of the job evaluation process. The JAT asks a series of questions regarding an employee's job that captures the nature of the job and how it interacts with work within the organization.

The JAT contains questions that ask about each of the following areas: scope of duties; complexity of work; supervision received and exercised; physical requirements; financial responsibilities; analytical/mental requirements; knowledge and skills required for the job; and level of responsibility/reporting relationships.

Evergreen will contact the client's Project Manager should there be a need to clarify question responses or issues with information collected from the JAT. Due to budgetary constraints faced by many of our clients, we have designed the JAT as a web-based tool so that data can be collected electronically. If requested, we can also provide a paper-based version of the tool.

Exhibit 2 depicts a screenshot of the JAT home screen showing the levels of access for a Supervisor. Supervisors have access to their own surveys in addition to the ability to review and approve the surveys of their direct reports. The supervisor review process ensures validation of the JAT data collected from employees and prevents comments made by employees from being taken out of context.

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Exhibit 2 - Supervisor's JAT Home Screen

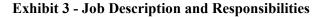


Exhibit 3 illustrates how Evergreen uses the JAT to collect functional details of employee's jobs. Seeking to understand how employees summarize their responsibilities in their own words allows our analysis to expand beyond what may be conveyed in a traditional job description. An informal survey of municipal employees revealed that 90 percent felt that the job descriptions held on file with their employers were inaccurate or incomplete representations of their duties. Understanding this, Evergreen designed the JAT to fill in those gaps to ensure that the entirety of an employee's job is analyzed within the context of the study.

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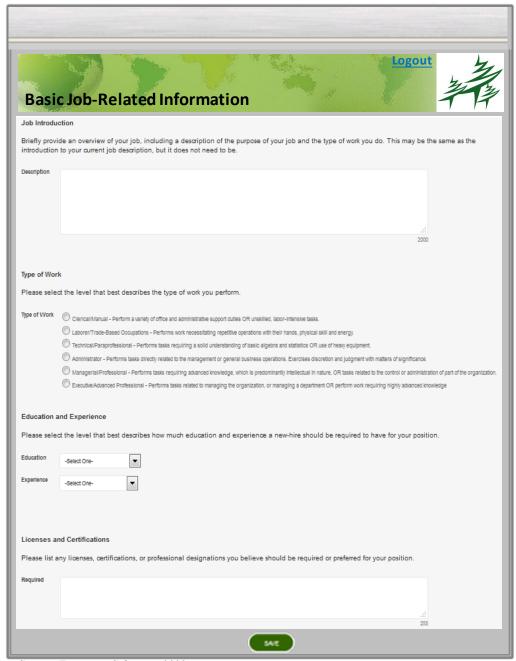
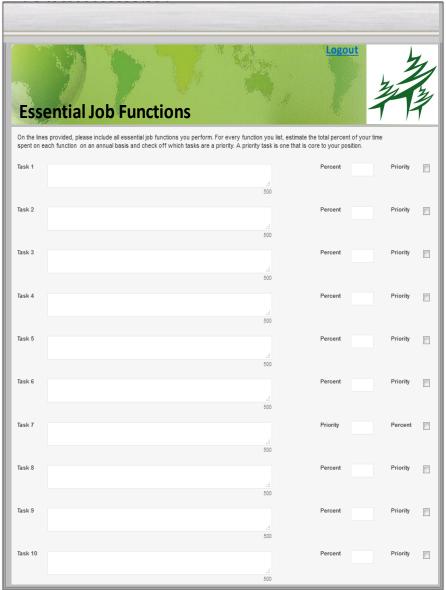


Exhibit 4 shows a similar page in which employees are asked to list the Essential Functions of their job. These are the tasks and activities that define the classification and make it unique. Gathering information such as this allows Evergreen to assess the validity of the present classification structure and identify classifications or individuals within classifications that need to be restructured or reclassified.



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In addition to the JAT, Evergreen will also distribute our Management Issues Tool (MIT). The MIT is distributed to supervisors and managers and is used to collect specific information from supervisors and managers related to such issues as recruitment and retention problems, classification issues, pay equity issues, problems with titles, and other related issues. Each MIT will be logged and a specific response will be provided. The MIT process is designed to allow supervisors and managers to give direct input into the process and they serve as "red flags" to Evergreen staff during the analysis portion of the project.

Job Evaluation - The next step in the process is to review responses to the JATs and identify any possible misclassifications. Once the review of the JATs has been completed, Evergreen's consultants will evaluate all jobs on each of the compensatory factors, score each position, and determine if there is any need for further investigation of specific positions. If serious discrepancies exist, Evergreen's consultants will work directly with the Client Project Manager to resolve any issues.



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Once work has been properly classified, changes in the current classification system rankings can be recommended. Our goal is to produce a classification system that reflects the internal equity relationships suggested by the JAT scoring conducted earlier.

Compensation - Our approach to compensation analysis is based on the belief that compensation should be organization-specific, fair, equitable, and directly tied to strategic goals. To ensure that all these criteria are met, we will conduct an extensive analysis on the relevant labor market, the internal structure and interrelatedness of jobs within the organization, and the relative worth of jobs within the organization vis-à-vis the compensation philosophy.

The most traditional component of a total compensation program is base pay (fixed pay). However, inclusion of benefits in total compensation strategy is not a new concept. Provision of benefits was originally a recruitment tool, though over time the provision of core benefits has become an expectation. Research shows that public sector organizations commonly use superior benefits packages as a way to offset structural disadvantages in base pay. The purpose of the survey is to collect information for comparison to current offerings, and making recommendations for change consistent with the parameters of the organization's compensation philosophy.

Market and Benefit Surveys - A key component of assessing compensation is to consider market position, which is sometimes referred to as external equity or competitiveness. Evergreen's consultants wait until well into the classification analysis to design the market survey to ensure that jobs are understood, anomalies in classification characteristics are documented, and sufficient input has been received. The market survey will obtain standard range information related to minimum, midpoint, and maximum salaries. Data collection will focus on the public sector, but will include information from the private sector where applicable. Further, we will look to include any employers to whom the organization has recently lost employees. In addition, a benefits survey will also be administered in tandem with the market survey. Special consideration can be given to selecting highly competitive, market-driven positions if necessary.

Benchmarks - One of the most important components of the external assessment is in the selection and utilization of benchmark positions for the labor market survey. We will work with the client to identify the appropriate number of benchmark positions to best suit the client's needs in the labor market survey. Based on our experience, we have found that it is simply not practical to survey all positions within the organization—the resulting surveys become too cumbersome for labor market peers to complete, and the response rate on the whole suffers. We ensure, through multiple checks and balances, that the benchmark positions chosen will represent a broad spectrum of positions across the organization, from all job families, pay levels, and functional areas.

Targets - To conduct an external labor market assessment, we work with the client to identify the most appropriate targets to survey. Evergreen selects peer organizations based on the local labor competition, regional markets, and class-specific markets. Peer organizations should be those organizations that compete with the client for labor in at least one job family. An appropriate mix of peers in the public and private sectors will be included in the survey, and if necessary, augmented with published secondary data sources.

Typically, Evergreen waits until the outreach process has been completed to identify the complete list of market peers. This is because we often will uncover specific information during the focus group and interview sessions that identifies potentially critical survey targets. Ideally, we would like to work with the client after the outreach has been concluded to identify the final list of potential market peers.

An important factor of our methodology is that the client has the final approval of all aspects of the study. We will not proceed with the analysis unless the client is completely comfortable with the survey targets chosen. Often, there are different factors impacting an organization, such as proximity to a major metropolitan area, technology corridor, or specific market (i.e., military base), that have a direct effect on its ability to recruit and retain employees in specific positions. These factors have to be taken into account when selecting survey targets. Once the targets are selected and approved, the survey instrument is developed and sent to the client for final approval. Subsequent to client approval, the survey is then distributed to the targets in both paper and electronic formats.

Evergreen uses a four-fold method of communicating with respondents. Our staff notifies the target group that the survey is being sent or made available, confirms receipt, and encourages participation. Once the data are received, they are cleaned, validated, and summarized. A separate report is issued that shows the results of the salary survey.



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Unifying the Solution - After determining the appropriate division of work and market position, the compensation structure can be created. There is not a single, perfect solution for every client partner. The nuances and unique characteristics of each client necessitate a customized solution to best meet the organization's needs.

The Evergreen Team has considerable experience in developing multiple solutions and working with client partners to determine the one that best meets their needs. Our analytical team uses a variety of tools to produce various potential solutions: regression analysis, market thresholds, and other human resource models. Several major options are presented to the client's team before the implementation plan is created.

It is at this stage in the process that we typically meet with the client to identify the direction of the final solution. We will present to the client a draft report for review and comment. We typically ask the client to examine the draft solution objectively and provide insights and recommendations on the direction of the report. When this process is completed, Evergreen's consultants will proceed with the final solution. The solution also contains information regarding fiscal impact and implementation.

Compensation Administration Guidelines - In order for clients to maintain the recommended compensation system, Evergreen develops compensation administration guidelines for use by the client after completion of the study. The guidelines will include recommendations on installation and continuing administration of the system. The team first conducts a review of current practices and procedures then assesses their effectiveness, compliance with legal guidelines, and applicability to the recommended system.

Once this review and assessment are complete, revisions to the current practices and/or new guidelines can be recommended, as needed. At a minimum, the recommendations will address areas such as: how employees will move through the pay structure/system as a result of transfers, promotions, or demotions; how to pay employees whose base pay has reached the maximum of their pay range or value of their position; the proper mix of pay; how often to adjust pay scales and survey the market; timing of implementation; and how to keep the system fair and competitive over time.

System Maintenance - Our goal is to produce recommendations that are effective and that can be maintained by our clients. We are strongly committed to providing transparent and replicable solutions. In essence, when we complete our core assignment, our goal is that our client's staff can maintain and update the system on their own. We are readily available to provide assistance, but our goal is to give our clients all the tools and training that are needed. Towards this end we will provide the Human Resources Department with all necessary tools and training to maintain the system over time.

Based on client needs and industry best practices, Evergreen has developed a compensation and classification maintenance tool to assist our clients with implementing, managing, and updating the solutions: **JobForce Manager**. This tool allows our clients to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs. By automating these tasks, **JobForce Manager** allows our clients to not only streamline, but also increase the fairness and transparency of regular compensation and classifications tasks after solution implementation.

Exhibit 5 displays the interface from *JobForce Manager* for determining a positions pay grade; additional features include a job scoring tabulation sheet, market survey results database and summary report, pay plan report, and employee salary calculators for modeling fiscal impacts of compensation changes at the employee level. All data and reports are downloadable and printable, so they can provided to key decision makers.

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Exhibit 5 - JobForce Manager Tool



4.2 <u>Detailed Work Plan</u>

In this section we provide a detailed work plan for how we would accomplish all the work being requested by the Carpinteria Valley Water District (District). Evergreen understands that the District has approximately 20 employees that will be included in the study.

Task 1.0 - Project Initiation

TASK GOALS: Finalize the project plan with the District; gather all pertinent data; finalize any remaining contractual negotiations; and establish an agreeable final timeline for all project milestones and deliverables.

TASK ACTIVITIES

1.1 Discuss with the District's Project Manager, General Manager, District Engineer, and Operations Manager the following objectives: understand the mission of; review our proposed methodology, approach, and project work plan to identify any necessary revisions and to assess any concerns; reach agreement on a schedule for the project including all assignments and project milestones/deliverables; and establish an agreeable communication schedule.



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- Identify potential challenges and opportunities for the study. Discuss the strategic direction of the District and some of the short- and long-term priorities. This activity serves as the basis for assessing where the District is going and what type of pay plan will reinforce current and future goals. 1.2
- 1.3 Obtain relevant materials from the District, including: any previous projects, research, evaluations, or other studies that may be relevant to this project; organizational charts for the departments and divisions, along with related responsibility descriptions; current position and classification descriptions, salary schedule(s), and classification system; strategic business plans and budgets; and personnel policies and procedures, and the step placement policies.
- Review and edit the project work plan and submit a schedule for the completion of each project task. 1.4
- 1.5 Provide progress reports to the District's Project Manager throughout the course of the study.

KEY PROJECT MILESTONES: Comprehensive project management plan and database of District employees

Task 2.0 – Evaluate the Current System

TASK GOAL: Conduct a comprehensive preliminary evaluation of the compensation plan for the District.

TASK ACTIVITIES

- 2.1 Obtain and review the existing pay philosophy and structure and look for potential problems and issues to be resolved.
- 2.2 Determine the strengths and weaknesses of the current pay plan(s).
- 2.3 Discuss any pay compression issues that may exist and discuss possible solutions.
- 2.4 Complete an assessment of current conditions that details the pros and cons of the current system as well as highlights areas for potential improvement in the final adopted solution.

KEY PROJECT MILESTONES: Review of existing compensation plan(s) and assessment of current conditions

Task 3.0 - Collect and Review Current Environmental Data

TASK GOALS: Conduct statistical and anecdotal research into the current environment within the District and guide subsequent analytical tasks.

TASK ACTIVITIES

- 3.1 Schedule and conduct a virtual employee orientation session with staff.
- 3.2 Meet virtually with the supervisors to obtain relevant information and statistical/anecdotal data on specific compensation issues and policies. Obtain insight into perceived current compensation system strengths and weaknesses.
- 3.3 Hold a couple of virtual focus groups with staff to obtain additional relevant information and statistical/anecdotal data on specific compensation issues and policies.
- 3.4 Work with the District's Project Manager to administer the JATs and MITs. Our staff utilizes a webbased tool for data collection, but we can provide paper copies as well as those for classifications without computers or Internet access. We will seek approval from the District's Project Manager before distribution of the JAT/MIT questionnaire.
- 3.5 Review any data provided by the District that may provide additional relevant insight.

KEY PROJECT MILESTONES: JAT and MIT distribution; supervisor interviews; and employee focus

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Task 4.0 – Evaluate and Build Projected Classification Plan

TASK GOALS: Identify the classification of existing positions utilizing Evergreen's job evaluation system; review JAT responses; and characterize internal equity relationships within the District.

TASK ACTIVITIES

- 4.1 Ensure that all draft class specifications are provided to Evergreen by the District's Project Manager.
- 4.2 Review the work performed by each classification and score. Include an evaluation of supervisory comments.
- 4.3 Review JAT scores and identify the classification of positions.
- 4.4 Schedule and conduct additional follow up with employees for jobs where uncertainty exists over data obtained from the JATs.
- 4.5 Develop preliminary recommendations for the classification structure. The classification system designed at this point would be based solely on internal equity relationships and would be guided by the JAT scores for each classification. Essentially, a structure of classifications would be established, and classifications with similar scoring would be grouped and spacing between jobs would be determined.
- 4.6 Review recommendations with the District's Project Manager.

KEY PROJECT MILESTONES: JAT scores by class; recommended classification changes; and preliminary job structure based on internal equity

Task 5.0 - Identify List of Market Survey Benchmarks and Approved List of Targets

TASK GOALS: Reach an appropriate number and identify the proper benchmark positions for the external labor market salary assessment and identify and develop a comprehensive list of targets for conducting a successful external labor market salary and benefits assessment.

TASK ACTIVITIES

- 5.1 Identify a list of classifications (benchmarks) to include in the labor market salary survey. **Note:** Evergreen will use all of the District's classifications as benchmarks for the market salary survey.
- 5.2 Finalize the list of classifications to use as benchmarks for the market salary and benefits survey.
- 5.3 Evergreen will work with the District's Project Manager to select up to 20 targets (i.e., peer organizations) for the market salary and benefits survey.
- 5.4 Finalize a list of survey targets for the external labor market survey, placing a comparative emphasis on characteristics such as: size of the organization; geographic proximity to the Carpinteria area; economic and budget characteristics; and other demographic data.
- 5.5 Review survey methodology with the District's Project Manager and refine survey methodology prior to distribution of surveys.
- 5.6 After approval of survey methodology, develop contact list of peer organizations and notify peers of impending surveys.

KEY PROJECT MILESTONES: Preliminary list of benchmark positions for the external labor market assessment; final list of benchmark positions for the external labor market salary assessment; initial list of survey peers; final list of survey peers and contacts; and survey methodology

Task 6.0 – Conduct Market Salary and Benefit Survey and Provide External Assessment Summary

TASK GOALS: Conduct the external labor market salary survey; conduct a benefit survey; provide a summary of the salary and benefit survey results to the District's Project Manager for review.

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TASK ACTIVITIES

- Prepare customized external labor market salary survey for the District's Project Manager's approval. Discuss questions and categories to include in the market survey with the District's Project Manager. Note: Evergreen will collect the total cost to the employer of salary and benefits as well as staffing information.
- 6.2 Develop a listing of the current benefits provided by the District for comparisons with peer organizations.
- Using the list of District provided benefits and major benefits offerings not provided by the District develop a list of benefits to include in the external labor market survey.
- 6.4 Prepare a benefit survey to be included with salary survey developed in **Task 6.1**.
- 6.5 Contact the targets for electronic completion of the surveys. Provide paper copies by fax, if requested.
- 6.6 Conduct necessary follow-up through e-mails, faxes, and phone calls.
- 6.7 Collect and enter results of surveys into Evergreen's electronic data analysis tools.
- Validate all data submitted and develop and submit summary report of external labor market salary, benefits, and staffing assessment results to the District's Project Manager.

KEY PROJECT MILESTONES: Market salary survey instrument; benefit survey instrument; and summary report of external labor market salary, benefits, and staffing assessment results

Task 7.0 – Develop Strategic Positioning Recommendations

TASK GOALS: Assess the appropriateness of the current compensation philosophy for the District and develop a plan for all employees, providing issue areas and preliminary recommendations for strategic improvement.

TASK ACTIVITIES

- 7.1 Identify the compensation policy and accompanying thresholds.
- 7.2 Using the market salary data collected in **Task 6.0** and the classification data reviewed in **Task 4.0**, determine the proper pay plan including number of grades, steps, and ranges.
- 7.3 Produce a pay plan(s) that best meets the needs of the District from an internal equity and external equity standpoint.

KEY PROJECT MILESTONE: Proposed compensation strategic direction, taking into account internal and external equity

Task 8.0 – Conduct Solution Analysis

TASK GOALS: Conduct analysis comparing JAT values; survey results for the benchmark positions; and produce several possible solutions for implementation.

TASK ACTIVITIES

- 8.1 Conduct regression analysis or other appropriate techniques to properly slot each classification into the proposed pay plan for the District.
- Place all classifications into pay grades based on **Task Activity 8.1**. Sort alphabetically by job class title, in descending order by range, and by old class title and new class specifications.

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- 8.3 Create implementation solutions for consideration that take into account the current position of the District as well as the findings from the classification and compensation analysis. Identify and prepare a range of compensation policy alternatives.
- 8.4 Discuss with the District's Project Manager potential solutions.
- 8.5 Determine the best solution to meet the needs of the District in the short-term and long-term and document the accepted solution.

KEY PROJECT MILESTONES: Initial regression analysis; potential solutions; and documented final solution

Task 9.0 – Develop and Submit Draft and Final Reports

TASK GOALS: Develop and submit a draft and final report of the Compensation and Benefit Study to the Carpinteria Valley Water District and present the final report.

TASK ACTIVITIES

- 9.1 Produce a preliminary draft report that captures the results of each previous step. The report will include a description of the recommended classification and compensation plan and appropriate staffing levels and will include implementation strategies and the costs associated with implementing recommendations.
- 9.2 Submit the draft report to the District's Project Manager, General Manager, and Assistant General Manager for review and approval.
- 9.3 Make edits and submit necessary copies of the final report to the District's Project Manager.
- 9.4 Present the final report thew Board of Directors.
- 9.5 Develop implementation database to communicate the process and progress of this project to the District's Project Manager.

KEY PROJECT MILESTONES: Draft and final reports; final presentation; communication plan; and implementation and maintenance database

Task 10.0 – Develop Recommendations for Compensation Administration

TASK GOALS: Develop recommendations for the continued administration by District staff to sustain the recommended classification and compensation structure and provide training.

TASK ACTIVITIES

- 10.1 Develop recommendations and guidelines for the continued administration and maintenance of the classification and compensation structure, including recommendations and guidelines related to: how employees will move through the pay structure/system as a result of transfers, promotions, or demotions; how to pay employees whose base pay has reached the maximum of their pay range or value of their position; the proper mix of pay; how often to adjust pay scales and survey the market; the timing of implementation; and how to keep the system fair and competitive over time.
- 10.2 Recommend recruitment/retention strategies, where appropriate.
- 10.3 Present recommendations to the District's Project Manager for review.
- 10.4 Provide training and tools to Human Resources Department staff to ensure that staff can conduct audits/adjustments consistent with study methods until the next formal study is conducted using Evergreen's *JobForce Manager* tool that will enable Human Resources staff to estimate future pay plan changes, update market information, make determinations on reclassifications, and create new jobs allowing for streamlining, and an increase in fairness and transparency of regular compensation and classification tasks after solution implementation.



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KEY PROJECT MILESTONES: Recommendations for compensation administration; recommendations for recruitment/retention policies; and training

Task 11.0 – Provide Revised Class Descriptions and FLSA Determinations

TASK GOALS: Update existing class descriptions; create new class descriptions as needed, ensuring EEO/ADA requirement satisfaction; identify FLSA; provide final version of all class descriptions/specifications in electronic format (i.e., MS Word) after approval by the District's Project Manager.

TASK ACTIVITIES

- Assess current class descriptions for form, content, validity, and ADA compliance and make FLSA 11.1 determinations.
- 11.2 Discuss any necessary changes to the class description format with the District's Project Manager and revise classification descriptions based on data gathered from the JAT process.
- 11.3 Create new class descriptions based on Evergreen's proposed classification structure by leveraging data from the job evaluation process, if available. Provide complete listing of the allocation of job classes to salary range assignments.
- Recommend a systematic, regular process for reviewing job descriptions. 11.4

KEY PROJECT MILESTONES: Updated class descriptions; new class descriptions as needed; and FLSA determinations

4.3 **Timeline**

Evergreen possesses the ability, staff, skills, and tools to conduct the Compensation and Benefit Study for the District in four months of the project start date and following the signing of the contract. This is based on a tentative start date of August 1, 2023, and a completion date of November 30, 2023. This proposed project timeline can be modified in any way to best meet the needs of the District.

5. **Statement**

Evergreen Solutions has the ability to comply with the District's insurance requirements (i.e., Appendix A of the RFP/RFO).

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Bid Summary



Project: Carpinteria Advanced Purification Project - Potholing

Client: Carpinteria Valley Water District

Engineers Estimate \$93,350.00

Company	As Bid Total	Unit Price Total	Insurance	List of Subs	Proposed Equipment and Materials	Bidder Information	Supplemental Bidder Information	Experience Statement	Non- Collusion
T2 Utility Engineers	\$62,900.00	\$62,900.00	Χ	Χ	Χ	Χ	Χ	Χ	Χ
Tierra Contracting,									
Inc.	\$173,465.00	\$173,465.00	Χ	Χ	Χ	Χ	X	Χ	X
Badger Daylighting									
Corp	\$0.00	\$123,414.56				Did not submi	t bid forms		
Vendor 4	\$0.00	\$0.00							
Vendor 5	\$0.00	\$0.00							
Vendor 6	\$0.00	\$0.00							

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Bid Abstract



Project: Carpinteria Advanced Purification Project - Potholing **Client**: Carpinteria Valley Water District

						T2 Utility Eng	jineers			Tierra Contra	cting, Inc.		
ltem	Description	Unit Bid Price	Unit	Estimated Qty.	Engineers Estimate	Bid Unit Price	Total Cost	Bid Price (1)	Check (1)	Bid Unit Price	Total Cost (2)	Bid Price (2)	Check (2)
01	Mobilization	\$5,000.00	LS	1	\$5,000.00	\$500.00	\$500.00	\$500.00	\$0.00	\$13,500.00	\$13,500.00	\$13,500.00	\$0.00
02	Encroachment Permit and Traffic Control	\$15,000.00	LS	1	\$15,000.00	\$11,700.00	\$11,700.00	\$11,700.00	\$0.00	\$3,500.00	\$3,500.00	\$3,500.00	\$0.00
	High Priority Potholes Within Downtown "T"												
03	Area	\$2,000.00	EA	6	\$12,000.00	\$1,300.00	\$7,800.00	\$7,800.00	\$0.00	\$5,200.00	\$31,200.00	\$31,200.00	\$0.00
04	Other High Priority Potholes	\$1,850.00	EA	14	\$25,900.00	\$1,300.00	\$18,200.00	\$18,200.00	\$0.00	\$4,785.00	\$66,990.00	\$66,990.00	\$0.00
	Medium Priority Potholes Within Downtown												
05	"T" Area	\$2,000.00	EA	2	\$4,000.00	\$1,300.00	\$2,600.00	\$2,600.00	\$0.00	\$3,850.00	\$7,700.00	\$7,700.00	\$0.00
06	Other Medium Priority Potholes	\$1,850.00	EA	17	\$31,450.00	\$1,300.00	\$22,100.00	\$22,100.00	\$0.00	\$2,975.00	\$50,575.00	\$50,575.00	\$0.00
Total					\$93,350.00		\$62,900.00	\$62,900.00	\$0.00		\$173,465.00	\$173,465.00	\$0.00

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Bid Abstract (Continued)



Project: Carpinteria Advanced Purification Project - Potholing **Client**: Carpinteria Valley Water District

Badger Daylighting Corp				Vendor 4			Vendor 5				Vendor 6				
Bid Unit Price (3)	Total Cost (3)	Bid Price (3)	Check (3)	Bid Unit Price (4)	Total Cost (4)	Bid Price (4)	Check (4)	Bid Unit Price (5)	Total Cost (5)	Bid Price (5)	Check (5)	Bid Unit Price (6)	Total Cost (6)	Bid Price (6)	Check (6
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
	\$0.00	\$123,414.56	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00

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MEMORANDUM OF UNDERSTANDING BETWEEN MONTECITO WATER DISTRICT AND CARPINTERIA VALLEY WATER DISTRICT FOR COORDINATION RELATED TO THE MONTECITO INDIRECT POTABLE REUSE PROJECT

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and effective as of _______, 2023, by and between Montecito Water District ("MWD"), and Carpinteria Valley Water District ("CVWD"). MWD and CVWD may each be individually referred to herein as a "Party" and collectively as the "Parties".

- A. MWD is a County Water District, organized pursuant to the County Water District Law [Water Code §§30000—33901] with water supply and water management responsibilities in its service area. The County Water District law authorizes MWD to exercise broad power over water in its jurisdiction, including the authority to acquire, construct and operate facilities to provide recycled water services.
- B. CVWD is also a County Water District organized pursuant to the County Water District Law, possessing similar authorities to those of MWD. The CVWD service area is located adjacent to the MWD service area and overlies the Carpinteria Groundwater Basin ("CGB"), as described in California Department of Water Resources Bulletin 118.
- C. The Montecito Groundwater Basin Groundwater Sustainability Agency ("MGSA"), organized pursuant to the Sustainable Groundwater Management Act ("SGMA"), has been in existence since 2018. SGMA authorizes MGSA to sustainably manage the Montecito Groundwater Basin ("MGB"). The MGSA is an interested party but is not a signatory to this MOU.
- D. The Carpinteria Groundwater Sustainability Agency ("CGSA") is a Joint Powers Authority authorized to manage the sustainability of the CGB in accordance with SGMA and has been in existence since 2020. The CGSA is an interested party but is not a signatory to this MOU.
- E. In late 2022, MWD, in coordination with the Montecito Sanitary District ("MSD"), completed an *Enhanced Recycled Water Feasibility Study* ("Study"). The Study expanded on prior studies and focused on potable reuse, including indirect ("IPR") and direct potable reuse options. The Study recommended a regional IPR project ("Project") that will treat secondary wastewater effluent from the MSD Wastewater Treatment Plant ("WWTP"); implement advanced purification at the MSD WWTP site; and convey purified recycled water south to the CGB for injection. MWD would recover the injected water through either an exchange of water supplies with the CVWD, or direct pump back to the MWD water distribution system. The Project was recommended over other options for a variety of reasons including project timing, quantity of recoverable purified water, regional water supply benefits, and water management flexibility.
- F. Regional benefits of the Project for the Parties include providing a new local rainfall-independent water supply, enhancing long-term water supply reliability for Montecito, Summerland and Carpinteria, and reducing the discharge of treated wastewater to the Pacific Ocean.

- G. Regional benefits of the Project for the MGB and CGB include direct or indirect groundwater replenishment, a reduction in reliance on native groundwater supplies, and the ability to address undesirable results as considered under the Sustainable Groundwater Management Act ("SGMA"). The Parties are responsible for managing groundwater supplies for their underlying groundwater basins. Pursuant to the SGMA, MGSA and CGSA serve as the respective Groundwater Sustainability Agencies ("GSA") for the MGB and CGB and are therefore responsible for developing and implementing Groundwater Sustainability Plans ("GSP") to ensure long-term effective basin management and avoid undesirable results such as groundwater depletion and seawater intrusion.
- H. CVWD is developing the Carpinteria Advanced Purification Project, which, like the Project, is an IPR plan exercising advanced purification of secondary effluent from Carpinteria, followed by injection and storage in the CGB. While the Project as contemplated is supported by the Parties, further analyses, including groundwater modeling, are required to understand the feasibility and risks associated with the use of the CGB as part of the Project.
- I. The Parties recognize the Project's regional benefits and wish to collaboratively evaluate the feasibility of utilizing the CGB for the storage of additional advanced purified wastewater.

NOW THEREFORE, the Parties agree as follows:

- 1. <u>Purpose.</u> The primary purpose of this MOU is to memorialize a cooperative and ongoing working relationship between the Parties that will facilitate coordination on the exploration, study, evaluation, and development of mutually beneficial approaches and strategies to implement the Project.
- **2.** <u>Activities to be Performed.</u> Over the term of this MOU, various activities will be undertaken to further evaluate the feasibility of injecting up to approximately 800-acre feet per year of advanced purified recycled water into the CGB. Activities include, but are not limited to, the following:
- a. Groundwater Modeling. MWD will contract with an appropriate groundwater modeling consultant to update the CGB groundwater model and incorporate the contemplated basin input resulting from the Project. This activity will consider possible well location(s), the use of confined and unconfined aquifers, project groundwater basin response, evaluate storage duration, project risk of loss to basin spill, and assess other information deemed necessary. The results of this activity will be documented in a summary report prepared by the consultant.
- b. Test Wells. Pending the outcome of the Groundwater Modeling, the drilling of a test well(s) may be necessary to help confirm aquifer characteristics.
- 3. <u>Costs.</u> MWD is responsible for and shall bear all individual costs incurred with respect to its activities under this MOU. To the extent that the Parties agree, in writing, to undertake joint activities under this MOU that have mutual benefits, other than the work described under Term 2 of this Agreement, the costs of those activities will be divided equally by the Parties. MWD will administer any contracts and/or agreements for both its individual activities and any joint activities.

Any request for reimbursement of costs for joint activities from MWD to CVWD shall be supported by documentation supporting the amount requested.

4. <u>Staff.</u> Each Party shall designate a principal contact person and any other appropriate staff members and/or consultants to participate on each Party's behalf in activities undertaken pursuant to this MOU. Each Party shall make its staff and its expertise reasonably available for activities under this MOU. The principal Party contacts are:

Montecito Water District Nicholas Turner, General Manager 583 San Ysidro Road, Santa Barbara, CA 93108

Phone: 805-969-2271

Email: nturner@montecitowater.com

Carpinteria Valley Water District Bob McDonald, General Manager 1301 Santa Ynez Ave Carpinteria, CA 93013

Phone: 805-684-2816 Email: bob@cvwd.net

- **5.** <u>Notices.</u> Any notice required by this MOU shall be in writing and shall be given personally, by facsimile, by electronic mail (email), or by U.S. or certified mail, postage prepaid, to the respective address set forth above.
- **Entire Agreement.** This MOU incorporates the entire agreement of the Parties with respect to the matters described herein and supersedes all prior negotiations and agreements (written, oral, or otherwise) related thereto. This MOU may be amended, including without limitation to add new Parties only in a writing executed by all the Parties.
- 7. <u>Termination.</u> Participation in, and work covered by, this MOU is voluntary, and any Party may withdraw at any time by providing written notice to the other Party. Any outstanding reimbursable costs at the time of termination shall be paid after termination of this MOU upon receipt of an invoice as required under Section 3.
- **8.** <u>Assignment.</u> No rights or duties of any of the Parties under this MOU may be assigned or delegated without the express prior written consent of all the other Parties, and any attempt to assign or delegate such rights or duties without such written consent shall be null and void.
- 9. <u>Indemnification.</u> To the fullest extent permitted by law, the Parties shall defend indemnify and hold each other (including the directors, officers, employees and authorized volunteers of each party) free and harmless from any and all third party claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity (collectively "Claims") in any manner arising out of, pertaining to, or incident to each Parties individual activities, work and/or services under this Agreement and any individual activities, work and/or services to be performed

hereunder. This includes without limitation the payment of all actual damages, consequential damages, expert witness fees and attorney's fees and other related costs and expenses, including but not limited to legal costs and expense incurred by the Party seeking indemnity in connection with any Claims or in enforcing this mutual indemnification. This indemnity does not include Claims that arise out of the sole active negligence, or willful misconduct of the Party requesting indemnification. Indemnity requirements are not limited to the amount of any insurance available to either party and survive the termination of this Agreement for any reason.

10. Confidentiality. The Parties acknowledge that, in connection with their joint activities under this MOU, each of them may share sensitive and/or confidential information with the other Parties. To the fullest extent permitted by law, each of the Parties shall maintain any information, documents, or materials shared by the other Parties or mutually developed pursuant to this MOU in confidence and shall not voluntarily provide or reveal such information, documents, or materials to any third party without the consent of all Parties to this MOU. If any Party receives a request or order from a third party that the receiving Party believes requires disclosure of any such information, documents or materials, the receiving Party shall (i) immediately notify the other Parties and provide them with a copy of such request or order, (ii) defer any disclosure of such information, documents or materials for as long as legally permitted, and (iii) cooperate with any other Party that wishes to pursue an order protecting the disclosure of such information, documents, or materials.

IN WITNESS WHEREOF, the Parties have executed this MOU effective as of the date first written above.

MONTECITO WATER DISTRICT
By:
Charles T. Plough, Board President
CARPINTERIA VALLEY WATER DISTRICT
By:
Case Van Wingerden, Board President
APPROVED AS TO FORM
Montecito Water District, General Counsel
By:
Walt Wendelstein, Wendelstein Law Group PC
Carpinteria Valley Water District, General Counsel
By:
Cari Ann Potts, Myers, Widders, Gibson, Jones & Feingold, LLP

MOU MWD-CVWD for Montecito IPR 11-8-23

RESOLUTION NUMBER 1153

RESOLUTION OF THE GOVERNING BOARD OF DIRECTORS OF THE CARPINTERIA VALLEY WATER DISTRICT CONCERNING INVENTORY OF **DISTRICT LAND AND AIR SPACE**

Pursuant to the terms and provisions of Article 10 of Chapter 2 of Part 1 of Division 1 of Title 5 of the Government Code (commencing to Section 50568), this District has taken or caused to be taken an inventory (see attached) of all its lands, including air space, owned or controlled by this District, to determine what land, including air rights, if any, is in excess of its foreseeable needs.

NOW, THEREFORE, BE IT RESOLVED:

- 1. That this District by this Resolution finds and determines that it 'has no lands or air space owned or controlled by it in excess of its foreseeable needs.
- ıle, or

2.	That this Resolution is a matter of public record and a copy shall be made availab without charge to any citizen, limited dividend corporation, housing corporation nonprofit corporation, who shall request such copy.
	Vote on the Resolution by roll call resulted as follows:
	AYES:
	NAYES: ABSENT: ABSTAIN:
The R	esolution was thereupon declared, carried and adopted.
DATE	D: This 13 th Day of December 2023.
	APPROVED:
	Case Van Wingerden, President
A	ATTEST:
F	Robert Mc Donald, Secretary

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CARPINTERIA VALLEY WATER DISTRICT LAND INVENTORY –

December 13, 2023

DESCRIPTION	ASSESSORS PARCEL
Headquarters Site	003-101-026 003-101-020
Shepard Mesa Tank Site	001-120-004
Gobernador Pump Station Site	001-120-002 001-120-007
Smillie Well Site	001-090-029
Lyons Well Site	001-272-011
High School Well Site (Leased)	004-004-031
El Carro Well Site (Easement)	004-005-004
Foothill Reservoir Site	155-170-080
Gobernador Reservoir Site	001-050-051
Lateral 10 Pump Station Site	155-170-025
Carpinteria Reservoir Site	155-200-008
Casitas Pass Road Parcel	001-101-041
Sentry Well (Easement)	005-460-038

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AGENDA



RATE & BUDGET COMMITTEE At CARPINTERIA VALLEY WATER DISTRICT 1301 SANTA YNEZ AVENUE CARPINTERIA, CALIFORNIA

December 7, 2023 at 12:00 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 Rate & Budget Committee on any matter within its jurisdiction which is not on the agenda)
- III. OLD BUSINESS None
- IV. NEW BUSINESS
 - A. Review Independent Auditor's Report and Financial Statement for FY 22-23.

 Presentation by Tracey Solomon, Bartlett, Pringle & Wolf, LLP
 - **B.** Discuss Compensation & Benefit Study.
- V. ADJOURNMENT

Robert McDonald, Board Secretary

**Indicates attachment of document to agenda packet.

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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., December 4, 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.

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AGENDA

RECYCLED WATER MANAGEMENT COMMITTEE

At

Case Van Wingerden President Shirley L. Johnson Vice President

BOARD OF DIRECTORS

Casey Balch Polly Holcombe Matthew Roberts

GENERAL MANAGER

Robert McDonald, P.E. MPA

CARPINTERIA VALLEY WATER DISTRICT 1301 SANTA YNEZ AVENUE CARPINTERIA, CALIFORNIA

December 11, 2023 at 12:15 p.m.

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 Recycled Water Management Committee on any matter within its jurisdiction which is not on the agenda)
- III. OLD BUSINESS None
- IV. NEW BUSINESS
 - A. Consider Revised language of JEPA for CAPP.
 - B. Consider Draft Lease for CAPP.
- 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., December 8, 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.

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**Indicates attachment of document to agenda packet.

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AGENDA



ADMINISTRATIVE COMMITTEE

At

CARPINTERIA VALLEY WATER DISTRICT 1301 SANTA YNEZ AVENUE CARPINTERIA. CALIFORNIA

December 12, 2023 at 12:00 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. Consider MOU with Montecito Water District Regarding Groundwater study with respect to Montecito IPR project.
 - B. Consider Staff Recommendation for Salary and Benefit Study.
 - C. Consider possible Decertification IUOE Local 12 as Recognized Employee Group Labor Representative.
 - D. 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., December 9, 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.

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**Indicates attachment of document to agenda packet.

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