



BOARD OF DIRECTORS

Case Van Wingerden
President

Casey Balch
Polly Holcombe
Patrick O'Connor
Matthew Roberts

GENERAL MANAGER

Robert McDonald, P.E. MPA

AGENDA

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

CARPINTERIA CITY HALL
5775 CARPINTERIA AVENUE
CARPINTERIA, CA 93013

Wednesday, January 8, 2025 at 5:30 p.m.

Join Zoom Meeting

<https://us06web.zoom.us/j/86911563473?pwd=gpL1blAAavn3v53y24f1EdDDbaa04q.1>

Meeting ID: 869 1156 3473

Passcode: 519786

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. **Online:** Comments may be submitted online through the “eComments” function located in the **Upcoming Events** section on our website: <https://cvwd.net/about/our-board/meetings/> **by 5:00 p.m. on the day of the meeting.**

2. **Submitting a Written Comment.** If you wish to submit a written comment, please email your comment to the Board Secretary at Public.Comment@cvwd.net by **5:00 P.M. on the day of the meeting.** Please limit your comments to 250 words. Every effort will be made to read your comment into the record, but some comments may not be read due to time limitations.

3. If you wish to make either a general public comment or to comment on a specific agenda item in person, please: attend the Board Meeting at the location noted above and fill out a speaker slip prior to the hearing the item.

I. CALL TO ORDER AND PLEDGE OF ALLEGIANCE: President Van Wingerden ~1 minute

II. ROLL CALL: Board Secretary, Lisa Silva ~1 minute

III. PUBLIC FORUM (Any person may address the Board of Directors on any matter within its jurisdiction which is not on the agenda) ~1 minute

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

**Indicates attachment of document to agenda packet.

IV. CONSENT AGENDA ~ 2 minutes

- A. **Minutes of the Regular Board meeting held on December 11, 2024**
- B. **Consider Reallocating Budgeted Operating funds to rehabilitating Lat 30 Pump #3 in the amount of \$11,188**
- C. **Consider engaging Flow Science to model CAPP ocean discharge to support NPDES Permit process for CAPP in an amount not to exceed \$23,000**

V. UNFINISHED BUSINESS – None

VI. **ADJOURN to Annual Meeting of Financing Corporation (Time Certain 5:35 p.m.)

VII. CVWD BOARD REORGANIZATION for Calendar Year 2025 ~10 Minutes

- A. Appointment of Temporary Chair, General Manager**
- B. Election of Board President (currently Case Van Wingerden)**
- C. Election of Board Vice President (currently vacant)**
- D. Consider Appointments**
 - 1. General Manager (currently Robert McDonald)**
 - 2. Internal Auditor (currently Norma Rosales)**
 - 3. Board Secretary (currently, Lisa Silva) & Alternate Board Secretary (currently Robert McDonald)**
 - 4. Attorneys:**
 - a. General Counsel (currently Cari Ann Potts of Myers, Widders, Gibson, Jones & Feingold, LLP, alternate: Junajoy Frianeza)**
 - b. Special Counsel: Labor Negotiator (currently Jeffrey A. Dinkin of Stradling Yocca Carlson & Rauth)**
 - c. Special Counsel: Groundwater & SGMA (currently Jeremy Jungreis of Rutan & Tucker LLP)**
 - d. Special Counsel: Rates & Charges (currently Michael Colantuono of Colantuono, Highsmith & Whatley, PC)**
- E. Consider the location, time and day of regular Board meetings (currently Carpinteria City Hall, 5775 Carpinteria Avenue, Carpinteria, 5:30 p.m., on any given Wednesday or virtually if in a public health emergency as defined in CA AB557)**
- F. Consider the manner by which special Board meetings are called (currently Section 54946 of the Government Code)**

- G. Consider establishing Roberts *Rules of Order* for all proceedings (current)**
- H. Consider appointments to Finance Committee (currently all Directors, with the requirement that all bills, statements, invoices or claims exceeding \$300 are reviewed and approved by one member of the committee on a rotating basis, that each member be provided with a list of the routine monthly bills and purchases. Bills smaller than \$300 to be approved by the General Manager.)**
- I. Consider appointments to Joint Powers Authorities (JPAs)**
- 1. Cachuma Operation and Maintenance Board
(currently Polly Holcombe; alternate: Case Van Wingerden and vacant)**
 - 2. Central Coast Water Authority
(currently vacant; alternate: Casey Balch and Robert McDonald)**
 - 3. ACWA Joint Powers Insurance Authority (JPIA)
(currently Matt Roberts; alternate: Casey Balch and Robert McDonald)**
- J. Consider appointments to Board Committees**
- 1. Recycled Water
(currently)
Matt Roberts and Casey Balch
Alternates: Case Van Wingerden and vacant**
 - 2. Rate and Budget
(currently)
Matt Roberts and vacant
Alternates: Casey Balch and Case Van Wingerden**
 - 3. Strategic Water Management
(currently)
Matt Roberts and vacant
Alternates: Casey Balch and Case Van Wingerden**
 - 4. Regional Government Relations
(currently)
Polly Holcombe and Case Van Wingerden
Alternates: Casey Balch and vacant**
 - 5. Community Outreach
(currently)
Matt Roberts and Polly Holcombe
Alternates: Casey Balch and Case Van Wingerden**

6. Drought Management & Water Conservation
(currently)
Polly Holcombe and vacant
Alternates: Casey Balch and Case Van Wingerden

7. Resource Sustainability
(currently)
Matt Roberts and Case Van Wingerden
Alternates: Polly Holcombe and vacant

8. Groundwater Management & SGMA
(currently)
Case Van Wingerden and vacant
Alternates: Casey Balch and Polly Holcombe

9. Administrative
(currently)
Polly Holcombe and Case Van Wingerden
Alternates: Matt Roberts and vacant

VIII. NEW BUSINESS ~45 minutes

- A. Consider LIVR Project Presentation (for information, General Manager McDonald) *Presentation by Brian King, District Engineer***
- B. ****Consider Engaging Flowers & Associates for Civil and Electrical Design services for the Smillie Replacement Well #2 not to exceed \$203,400. (for action, General Manager McDonald)****
- C. Consider CAPP Financial Plan Update (for information, General Manager McDonald) *Presentation by Bob McDonald, General Manager***
- D. ****Consider authorizing execution of agreement with Utility Service Co, Inc. to complete the Foothill Reservoir Piping Rehabilitation project in an amount not to exceed \$79,000 (for action, General Manager McDonald)****
- E. ****Consider Resolution No. 1163 Updating check signers for all CVWD bank accounts (For action, General Manager McDonald)****
- F. ****Consider adoption of Resolution 1164 a Resolution of the Board of Directors Concerning an Inventory of District Land and Airspace (for action, General Manager McDonald)****

IX. DIRECTOR REPORTS ~5 minutes

- A. ****Rate & Budget Committee – January 7, 2025 – Directors Roberts and Van Wingerden****

1301 Santa Ynez Avenue
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****Indicates attachment of document to agenda packet.**

X. GENERAL MANAGER REPORTS (for information) – none

**XI. [CLOSED SESSION]: CONFERENCE WITH LABOR NEGOTIATOR
PURSUANT TO GOVERNMENT CODE SECTION 54957.6. DISTRICT
NEGOTIATOR: ROBERT MCDONALD EMPLOYEE ORGANIZATION:
UNREPRESENTED EMPLOYEES: ~15 minutes**

XII. CONSIDER DATES AND ITEMS FOR AGENDA FOR: 1 minutes

**CARPINTERIA VALLEY WATER DISTRICT BOARD MEETING OF
JANUARY 22, 2025, AT 5:30 P.M., CARPINTERIA CITY HALL, 5775
CARPINTERIA AVENUE, CARPINTERIA, CALIFORNIA.**

XIII. ADJOURNMENT.

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., January 5, 2025. 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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	MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS	
	CARPINTERIA VALLEY WATER DISTRICT	
	December 11, 2024	
	Director Van Wingerden called the Regular meeting of the Carpinteria Valley Water District Board of Directors held in the Carpinteria City Hall Chamber to order at 5:30 p.m., Wednesday, December 11, 2024, and led the Board in the Pledge of Allegiance.	
ROLL CALL	Directors Present; Holcombe, Balch, Roberts, O’Connor and Van Wingerden	
	Others Present: Bob McDonald	
	Junajoy Frianeza Norma Rosales Lisa Silva Danielle Harmon Maso Motlow Tracey Solomon Kyle Tanaka Chris Malejan Rob Morrow	Scott Van Der Kar Bob Franco Alan Soicher Will Carleton Michael Turner Carolyn Frary Shirley Johnson Jim Bailard Amy Stevens
PUBLIC FORUM	Bob Franco addressed the Board concerning public knowledge of CAPP rate increases and State water.	
CONSENT AGENDA	Director Balch moved, and Director Holcombe seconded the motion to approve the consent agenda. The motion carried by a 4-1 vote with Director O’Connor abstaining. The motion was approved by roll call as follows; Ayes: Holcombe, Balch, Roberts, and Van Wingerden Nays: none Absent: none Abstain: O’Connor	
ADJOURN	President Van Wingerden opened the Carpinteria Groundwater Sustainability Agency Special meeting at 5:38 p.m.	
RECONVENED TO REGULAR BOARD MEETING	President Van Wingerden reconvened the Special Board meeting at 6:32 p.m.	
AGENDA ITEM CHANGE	Director Holcombe moved, and Director Balch seconded the motion to move Agenda Item IX. B. of General Manager Reports to be presented before New Business. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;	

	<p>Ayes: Holcombe, Balch, Roberts, O’Connor and Van Wingerden Nayes: none Absent: none</p> <p>Kyle Tanaka from PFM Asset Management presented background information on CAMP investment pool. AGM Rosales presented the Quarterly investment report.</p>
INDEPENDENT AUDITOR’S REPORT AND FINANACIAL STATEMENT FOR FY 23-24	<p>General Manager McDonald presented to consider Independent Auditor’s Report and Financial Statement for FY 23-24. Presented by Tracey Solomon, BPW.</p> <p>Following discussion, Director Holcombe moved, and Director Balch seconded the motion to receive and file the Auditor’s Report. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Balch, Roberts, O’Connor and Van Wingerden Nayes: none Absent: none</p>
STRATEGIC PLAN	<p>General Manager McDonald presented to consider Adoption of Strategic Plan. Presented by Maso Motlow.</p> <p>Director Holcombe moved, and Director Balch seconded the motion to adopt the Strategic Plan. The motion carried by a 4-1 vote with Director O’Connor abstaining. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Balch, Roberts, and Van Wingerden Nayes: none Absent: none Abstain: O’Connor</p>
ORDINANCE 24-2	<p>General Manager McDonald presented to consider Ordinance 24-2 Adoption of updated Allocation Methodology. Presented by Maso Motlow.</p> <p>Director Holcombe moved, and Director Roberts seconded the motion to adopt Ordinance 24-2. The motion carried by a 4-1 vote with Director O’Connor abstaining. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Balch, Roberts, and Van Wingerden Nayes: none Absent: none Abstain: O’Connor</p>
ORDINANCE 24-3	<p>General Manager McDonald presented to consider Ordinance 24-3 Adoption of Intensification Methodology. Presented by Maso Motlow.</p>

	<p>Director Holcombe moved, and Director Balch seconded the motion to adopt Ordinance 24-3. The motion carried by a 4-1 vote with Director O'Connor abstaining. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Balch, Roberts, and Van Wingerden Nays: none Absent: none Abstain: O'Connor</p>
WATER SUPPLY IMPACT FEE	<p>General Manager McDonald presented to consider Water Supply Impact Fee, Introduction of concepts and process. Presented by Maso Motlow.</p> <p>For Information.</p>
ORDINANCE 24-4	<p>General Manager McDonald presented to consider Ordinance 24-4 Adopting an Administrative Remedies and Procedures for Challenges to Fees, Charges, and Assessments.</p> <p>Director Roberts moved, and Director Balch seconded the motion to adopt Ordinance 24-4. The motion carried by a 4-1 vote with Director O'Connor abstaining. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Balch, Roberts, and Van Wingerden Nays: none Absent: none Abstain: O'Connor</p>
ENGAGEMENT OF FM3 RESEARCH	<p>General Manager McDonald presented to consider Engaging FM3 Research to conduct customer polling on CAPP concerns. Presented by Amy Stevens, WSC.</p> <p>Director Holcombe moved, and Director Balch seconded the motion to Engage FM3 Research to conduct customer polling. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Balch, O'Connor, Roberts, and Van Wingerden Nays: none Absent: none</p>
RATE & BUDGET COMMITTEE MEETING	<p>Directors Roberts and Van Wingerden gave a verbal report on the Rate & Budget Committee meeting that was held on November 20, 2024</p>
RECYCLED WATER COMMITTEE MEETING	<p>Directors Roberts and Balch gave a verbal report on the Recycled Water Committee meeting that was held on December 9, 2024</p>

RATE & BUDGET COMMITTEE MEETING	Directors Roberts and Van Wingerden gave a verbal report on the Rate & Budget Committee meeting that was held on December 10, 2024
CACHUMA OPERATIONS & MAINTENANCE BOARD REGULAR MEETING	Directors Holcombe gave a verbal report on the COMB Regular Board meeting that was held on November 18, 2024
CACHUMA OPERATIONS & MAINTENANCE BOARD ADMINISTRATIVE COMMITTEE MEETING	Director Holcombe gave a verbal report on the COMB Administrative Committee meeting that was held on December 4, 2024.
CLOSED SESSION	<p>President Van Wingerden adjourned the meeting at 8:22 p.m. to convene the Board into closed session for the following matters:</p> <p>X.</p> <p style="padding-left: 40px;">A. [CLOSED SESSION] CONFERENCE WITH REAL PROPERTY NEGOTIATORS GOVERNMENT CODE SECTION 54956.8; PROPERTY: ST. JOSEPH’S CATHOLIC CHURCH; AGENCY NEGOTIATOR: ROBERT MCDONALD</p> <p style="padding-left: 40px;">B. [CLOSED SESSION] PERSONNEL MATTERS PURSUANT TO GOVERNMENT CODE SECTION § 54957(b) PUBLIC EMPLOYMENT: GENERAL MANAGER</p>
BOARD RECONVENED IN OPEN SESSION	<p>At 9:00 p.m., President Van Wingerden reconvened the Board meeting with the following reportable actions:</p> <p>X.</p> <p style="padding-left: 40px;">A. – Authorization given to staff to begin negotiations with St. Joseph’s church for the CAPP Easements</p> <p style="padding-left: 40px;">B. – No Reportable Action</p>
NEXT BOARD MEETING	The next Regular Board meeting is scheduled to be held on January 8, 2025, at 5:30 p.m., Carpinteria City Hall, 5775 Carpinteria Avenue, Carpinteria California.
ADJOURNMENT	<p>Director Van Wingerden adjourned the meeting at 9:01 p.m.</p> <hr/> <p>Lisa Silva, Board Secretary</p>



Carpinteria Valley Water District

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

BOARD OF DIRECTORS

Case Van Wingerden
President

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Patrick O'Connor
Matthew Roberts

GENERAL MANAGER

Robert McDonald, P.E. MPA

To: CVWD Board of Directors

From: Greg Stanford, Operations Manager

Date: December 23, 2024

For Consideration: Reallocating Budgeted Operating funds to rehabilitating Lat 30 Pump #3 in the amount of \$11,188

Background:

This recommendation pertains to the rehabilitation of the Lateral 30 Booster Pump #3 for the Fiscal Year 2024/2025. Over the past 12 weeks, the pump has been experiencing a recurring VFD hardware overcurrent fault. This pump is critical for moving water from the Carpinteria Reservoir to the Gobernador Canyon area and Reservoir.

Staff has been working alongside one of our electrical contractors and Rockwell Automation to troubleshoot the problem. All steps outlined by Rockwell Automation's technical support have been followed. Despite these efforts, the issue persists.

Analysis:

Findings and Actions Taken

Staff systematically followed the recommendations provided by Rockwell Automation, our system integrator, and our electrical contractors. Below is a summary of the key findings and actions taken:

- The main VFD contactor was suspected of chattering and was replaced. However, this did not resolve the issue.
- The motor failed a megger test, indicating insulation failure. The motor was sent to a repair shop, where it was completely rebuilt, including installing correct heaters, dipping, baking, and balancing. Despite these repairs, the fault persisted upon reinstallation.
- A new VFD drive was installed to replace the suspected malfunctioning drive.
- After installing both the newly rebuilt pump motor and new drive, the fault continued to occur.

Given the unresolved issue and the age of the pump (13 years since the last rebuild), staff had the pump removed for further evaluation, inspection, and rebuilding.

Vendor Bids:

Staff solicited bids from two local pump companies, General Pump and FH Pump, both of which have a long-standing history with CVWD. Below is a breakdown of their quotes:

Vendors	General Pump		FH Pump	
	Hours	Cost	Hours	Cost
Machine & Repair Shop Labor		\$4,500.00	30	\$4250.00
Field Labor /Mob-Demob Pull & Set Pump		\$4,360.00	-	-
Parts		\$12,544.00		\$3,280.00
Sandblast & Epoxy	-	-	1	\$2571.00
Freight				\$164.00
Tax		\$1,128.96		\$923.85
Total		\$22,532.96	31	\$11,188.85

Key Differences in Vendor Quotes

Field Labor and Mobilization/Demobilization:

- General Pump handles all field labor, including lockout/tagout, motor unwiring, pump removal, and reinstallation.
- FH Pump relies on CVWD staff for these tasks, requiring additional coordination for crane services.

Quality of Parts:

- General Pump uses high-quality parts and materials, as evidenced by previous projects but comes at a premium cost.
- FH Pump’s materials come at a significantly lower cost but quality is unclear to staff.

Fiscal Impact:

\$11,188.85 will need to be reallocated from -GL Act 01-540-6500 Maintenance of Pumping Equipment to Capital Project P103. The currently budgeted amounts in this account will be sufficient to fund the project

Recommendation:

Staff recommends authorization to transfer funds from GL 01-540-6500 to Capital project P103 as shown on attached Budget Change Format

Sample Motion:

This is a consent agenda item and doesn’t require an independent motion.



Carpinteria Valley Water District
Record of Change to Capital Expenditures Budget

Budget Change Form # 25-04

Requester Greg Stanford
 Request Date 12/13/2024

Initials:

Project Name Lateral 30 Pump 3 Rehab
 Project Number P103
 Starting Month/Year Dec-2024
 Expected Completion Date Jan-2025

	<u>Amount</u>	<u>Budget Year</u>
Original Budget	\$ -	
Revised Budget	\$ 11,188.00	

Source of Funds:

	<u>Amount</u>
Use of Reserves	\$ -

	<u>Amount</u>	<u>Project #</u>	<u>Project Description</u>
Transfer from Project Budget			

	<u>Amount</u>	<u>GL Account</u>	<u>GL Account Description</u>
Transfer from Operating Account	\$ 11,188.00	01-540-6500	Maintenance of Pumping Equipment

Reason For Change In Budget:

These funds will allow for the necessary rehabilitation of one of our critical pumps that move water to the Gobernador Canyon area of the District. The amount being transferred includes tax of 9% which is not reflected on the invoice.

Approvals:

DocuSigned by:

9903F3D9A01E407

Norma Rosales, Assistant General Manager

DocuSigned by:

81E956653F95424

Robert Mc Donald, General Manager

Date of Board Information or Action** _____

Board Action Required

** Board Approval required if reserves are allocated or if the change increases the total capital expenditures budget. Attach copy of board approval once obtained. Reallocations > \$20,000 require a board information item. Reallocations < \$20,000 require no board action or information item.



December 26, 2024

Water Systems Consulting, Inc.
805 Aerovista Place, Suite 201
San Luis Obispo, CA 93401

Attention: Mr. Robert Morrow, P.E.

Subject: Carpinteria Valley Water District IPR Project
Proposal for Near-field Dilution Analysis
Carpinteria Sanitation District Ocean Outfall

FSI V244037

Dear Mr. Morrow,

This letter responds to your request for a proposal to conduct a near-field dilution analysis for the Carpinteria Valley Water District (CVWD) Indirect Portable Reuse (IPR) Project (Project). It presents an Approach, Scope of Work, Budget, and Schedule.

APPROACH

We understand that purified water will be produced at an advanced water purification facility (AWWPF) that provides advanced treatment for the effluent from Carpinteria Sanitation District (CSD) wastewater treatment plant. The purified water would then be injected into the Carpinteria Valley Groundwater Basin for reuse. The brine produced during treatment will be discharged into ocean via the CSD existing ocean outfall by combining with secondary effluent from the CSD wastewater treatment plant prior to discharge.

In 2019, Flow Science Incorporated (Flow Science) conducted a near-field dilution analysis of several combined discharge scenarios for the Project using the US EPA approved dilution modeling package Visual Plumes. Water System Consulting, Inc. (WSC), managing the Project for CVWD, is interested in conducting additional near-field dilution analysis of new discharge scenarios that covers a wide range of wastewater-to-brine mixing ratios.

Based on the conversation with WSC, the additional analysis will be based on the following assumptions:

- The analysis will use the same effluent temperature and TDS assumptions as the 2019 work.



- The analysis will use the ambient ocean temperature and salinity profiles of “warm season” from the 2019 work for all new scenarios.
- The analysis will use the modified diffuser configuration from the 2019 work.
- WSC will provide manufacturer data for the Tideflex “duckbill” check valve used by the diffuser. Flow Science will calculate the effective port diameter of the Tideflex valve for each flow scenario based on the provided data.
- WSE will provide flow rates and salinity values of the combined discharge for all scenarios to be modeled.

SCOPE OF WORK

The following is a detailed Scope of Work for performing the analysis.

TASK 1 Compile Data for Dilution Analysis

Collect the Tideflex valve data and calculate effective port diameter. Collect the discharge flow rate and salinity of all scenarios. Flow Science will examine the provided data, discuss with WSC any possible issues with the data, and sort out data suitable for the dilution analysis.

TASK 2 Analyze the Minimum Initial Dilution for Nine (9) Flow Scenarios

Perform near-field dilution analysis for nine (9) effluent flow rate/density scenarios. Each flow scenario will be analyzed for the “warm season” condition from the 2019 work.

TASK 3 Analyze the Original Dilution Model Results

Perform a near-field dilution Visual Plume simulation using the inputs from the original near-field dilution model. Analyze the differences of the results between the original near-field model and the new Visual Plume simulation.

TASK 4 Technical Memorandum

The data, methodology and results of the dilution analysis will be summarized in a Technical Memorandum (TM). Flow Science will submit a draft TM to WSC for review and will revise the draft based on WSC’s comments. A final TM will then be submitted. All submissions will be electronic.



BUDGET

The scope of work can be performed for an estimated budget of \$22,000. The estimated cost for performing additional Visual Plume simulations of the flow scenarios beyond the proposed above, and including the results in the TM, is \$1,000 per scenario.

Task	Budget
1 Compile Data for Dilution Analysis	\$ 4,800
2 Analyze the Minimum Initial Dilution – Nine (9) Flow Scenarios)	7,500
3 Analyze the Original Dilution Model and Results	3,000
4 Technical Memorandum and Discussions	6,700
Total	\$22,000

The total project cost will not be exceeded without written authorization. Billing will be for actual time and effort expended, as supported by proper documentation.

SCHEDULE

The work schedule will be coordinated with you, but we estimate about 4 to 5 weeks to complete Tasks 1-3 and the draft TM in Task 4 after we receive a fully-executed contract, written notice to proceed, and all necessary information. Note that interim results can be provided before submittal of the draft TM. The final TM can be completed within one additional week after receipt of consolidated comments on the draft TM.

We look forward to working with you on this interesting project. If you have any questions, please do not hesitate to contact me at (434) 825-2010.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "Li Ding".

Li Ding, Ph.D., P.E. (VA)
President and Principal Engineer



**AGENDA
ANNUAL MEETING OF
THE BOARD OF DIRECTORS OF
CARPINTERIA VALLEY WATER DISTRICT
FINANCING CORPORATION**

Wednesday, January 8, 2025 at 5:35 p.m.

BOARD OF DIRECTORS

*Case Van Wingerden
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*Casey Balch
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Robert McDonald, P.E. MPA

Join Zoom Meeting

<https://us06web.zoom.us/j/86911563473?pwd=gpL1blAAavn3v53y24f1EdDDbaa04q.1>

Meeting ID: 869 1156 3473

Passcode: 519786

Or

Dial by Phone: 1-669-444-9171

Notice is hereby given that a meeting of the Financing Corporation, will be held on Wednesday, January 8, 2025 at 5:35 p.m. to consider and discuss the following items:

- I. CALL TO ORDER, President Van Wingerden.**
- II. PUBLIC FORUM (Any person may address the Board of Directors on any matter within its jurisdiction which is not on the agenda.).**
- III. APPROVAL ITEMS**
 - A. **Minutes of the Finance Corporation meeting held on January 24, 2024.**
- IV. Election of Officers**
 - A. President (currently Case Van Wingerden)**
 - B. Vice President (currently vacant)**
 - C. Board Secretary (currently Lisa Silva)**
 - D. Chief Financial Officer (currently Norma Rosales)**
- V. **Schedule of Debt Service (for information, Chief Financial Officer Rosales)**
- VI. Consider Date and Items for Agenda for next annual meeting on January 14, 2026 at 5:35 p.m. in Carpinteria City Hall.**
- VII. ADJOURNMENT.**

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GENERAL MANAGER

Robert McDonald, P.E. MPA

To: CVWD Board of Directors

From: Robert McDonald, General Manager

Date: December 23, 2024

For Consideration: Engaging Flowers & Associates for Civil and Electrical Design services for the Smillie Replacement Well #2 not to exceed \$203,400.

Background:

CVWD has three producing Municipal Groundwater Wells; the Headquarters (HQ), El Carro (EC), and Smillie Wells. The HQ well was replaced in 2002 and the El Carro well was replaced in 2012 after the wells failed due to corrosion. The replacement wells were designed to be aquifer storage and recovery (ASR) capable and were constructed with stainless-steel casings and continuous wire-wrapped screens. These design elements have proven to be superior to the original well construction of mild steel full flow louvers in terms of capacity, versatility, and longevity. The stainless-steel design of the pump has also proven durable against the corrosivity of local groundwater. Testing at these wells have demonstrated that water can be stored (injected) as well as extracted in the confined areas of the groundwater basin where HQ & EC wells are located.

The Smillie well was constructed in the 1970s using a hybrid design of stainless steel and carbon steel casing. Because of design deficiencies and issues related to construction and development of the well, the well has had production issues since the time of its construction. The well has recently begun to produce unacceptable amounts of sand and is now showing signs that it is near the end of its service life. The Smillie Well is in the unconfined area of the Carpinteria Basin, unlike the El Carro and HQ wells. This is important because the injection of water at this location is not expected to interfere with injection activities in the confined area.

Since Smillie well needs to be replaced and constructing ASR compatible wells is straightforward the CVWD is proposing to construct an ASR compatible well with improved materials to replace the failing Smillie well. ASR wells provide CVWD with the option to store water during wet periods for use in dry periods as well as borrow groundwater in situations like the current drought with the expectation to replenish water when surface water supplies are abundant.

The current Smillie well is only 8% of the total groundwater production capacity at 200 GPM, when running, with a monthly capacity of about 25 AF. while the HQ & EL Carro wells have a capacity of 2200 GPM combined. The total monthly production still can't meet the

monthly demand levels during a stage 2 water shortage condition. Typically, demand exceeds the well capacity from June through October with the current well capacity of ~320 AF/Month. With a replacement well for Smillie, CVWD expects that Smillie's capacity will be around 750 GPM giving it a monthly production of 100 AF. With the additional production capacity, well production will be 395 AF/Month. Under that scenario CVWD can meet demands solely from groundwater if necessary.

The Project will include demolition and destruction of the existing well site, site prep for replacement well, well drilling and development, electrical equipment, pumping equipment, piping, valving, meters, controls, water treatment and other improvements.

Benefits: The replacement well will provide increased reliability of CVWD water supply including an ability to store or replenish groundwater to help maintain groundwater sustainability. Additionally, should prolonged drought occur and surface water supplies become unavailable, CVWD will be able to meet demands from groundwater with a stage 2 water shortage in place.

Analysis:

In order to replace the Smillie Well, CEQA (Environmental) review and Design will need to be completed. The well drilling specifications have been produced in the form of a Basis of Design memo and Technical Specifications by Pueblo Water Resources. The well site, equipment and electrical still must be designed, at least to a preliminary level, prior to CEQA and permitting can be done. A grant from the USBR Water Smart was applied for in November of 2024 and it is anticipated that Prop 4 funds will be available soon for both groundwater storage projects and drought resilience projects. It is important to be as shovel ready on the project as grant opportunities become available.

Fiscal Impact:

The total project cost is anticipated to be approximately \$2.5M however it is the goal of Staff to procure grants to pay for at least 50% of this cost. The cost of the design contract for F&A will be up to \$203,400 which will be allocated from reserves (see attached Budget Change form.)

Recommendation:

Staff recommends that the Board authorize the engagement of Flowers & Associates to complete the Smillie Well Replacement Design in an amount not to exceed \$203,400.

Sample Motion:

Authorize the Board President to execute an agreement with Flowers & Associates to complete the Smillie Well Replacement Design in an amount not to exceed \$203,400.



**Carpinteria Valley Water District
Record of Change to Capital Expenditures Budget**

Budget Change Form # _____

Requester Robert McDonald

Request Date 1/8/2025

Project Name Smille Replacement Well #2

Project Number P105

Original Budget \$ -

Revised Budget \$ -

Source of Funds:

	Amount
Reserves	<u>\$ 203,400.00</u>

Transfer From Another Project / Account

Account	Amount	Project Number	Project Name
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Reason For Change In Budget:

To use reserves to fund Civil and Electrical Design services for the Smillie Replacement Well #2

Approve: _____
DocuSigned by:
Norma Rosales
9903F3D9A01E407...
 Norma Rosales, Assistant General Manager

DocuSigned by:
Robert Mc Donald
83E955653F65424...
 Robert Mc Donald, General Manager

Date of Board Action** _____ ACTION ITEM REQUIRED

** Board Approval required if reserves are allocated or if the change increases the total capital expenditures budget. Attach copy of board approval once obtained. Reallocations > \$10,000 require a board information item. Reallocations < \$20,000 require no board action or information item.

October 10, 2024

Bob McDonald, P.E.
District Manager

Brian King, P.E.
District Engineer

Carpinteria Valley Water District (CVWD)
1301 Santa Ynez Avenue
Carpinteria, CA 93013

Subject: Smillie Well #2 - Well Pumping System

Dear Bob & Brian:

Pursuant to your request, Flowers & Associates, Inc. (F&A) is pleased to submit this REVISED proposal for engineering services for the subject project. This proposal has been revised and updated to align with our latest understanding of the project per your request.

CVWD desires to upgrade this facility by drilling a new well and providing associated piping, electrical and controls and site improvements to significantly increase production from this portion of their groundwater basin.

Our involvement in many similar projects for the District and other local agencies provides the experience needed to design these improvements and our long-term relationship with the District and knowledge of their operations will allow us to provide the needed services efficiently and with minimum staff impact.

BASIS OF PROPOSAL

This proposal is based on our experience with similar projects, past projects with the District, and the following information and assumptions:

1. Technical Memorandum/Basis of Design by Pueblo Water Resources, Inc., Project No. 21-0061 dated September 15, 2022. It is assumed that the well, as described in this report, will be constructed and the pumping and water quality data made available prior to beginning our design services.
2. Based on the report referenced above we have assumed that treatment, except chlorination, will not be required for this project and that sand production will not need to be addressed.

3. We have assumed that well pumping system and area improvements will be limited to:
 - a. Construction of the well head for the new well for either a vertical turbine or submersible pump and motor. For the vertical turbine option, a sound-attenuating, moveable enclosure will be included
 - b. Construction of new discharge piping to the main in Casitas Pass Road
 - c. Utilization of existing structures to enclose the upgraded chlorination facilities
 - d. Utilization of the existing shade structure to cover the upgraded electrical facilities
 - e. Site improvements including driveway improvements (outside Caltrans R/W), parking improvements and extension of the existing fencing.
 - f. Removal of the existing wellhead and re-construction as a monitoring well.
4. CVWD SCADA updates will be provided by others.
5. Except for electrical, permitting will only be required through CVWD for this work.
6. Plans will meet CVWD requirements and book-form specifications will be based on SSPWC format.
7. The project will be broken into two phases. Phase 1 scope will include all work through the 50% plan submittal and as required to provide information necessary to complete the project's CEQA analysis. Phase 2 scope of work will include 90% and 100% plans and specifications and bid phase services.

SCOPE OF SERVICES

We propose to provide the following services (broken up by phase, where applicable):

1. Project Consultant Team Management, Coordination, & Permitting Assistance (F&A)
 - a. Coordination of proposed improvements with all sub-consultants.
 - b. Coordinate with CVWD staff to resolve designs by our sub-consultants, as required.
 - c. Provide up to 24 hours of consulting time to coordinate, provide information, and prepare exhibits to support the environmental consultant in preparation of CEQA documentation.

-
- d. Process and manage permitting of electrical plans through the County of Santa Barbara Building Department.
- 2. Electrical and Controls Design (Beacon West, formerly KEI)
Electrical panel design, electrical system upgrades, backup power, electrical detailing, and specifications will be provided through our sub-consultant, Beacon West, as detailed in their attached proposal. SCE coordination is anticipated and included in Beacon West's scope.
 - 3. Civil & Mechanical Design, Plans, and Specifications (F&A)
 - a. Well Pumping System Design Alternatives (Phase 1 Scope of Work)
Prepare hydraulic calculations and determine preliminary designs for vertical turbine and submersible pump alternatives. Consider cost, VFD harmonics, noise attenuation and enclosure requirements for these alternatives. Present options and a recommendation to the District.
 - b. 50% Design (Phase 1 Scope of Work)
Prepare 50% Well Pumping System Improvement Plans for CVWD review. The plan set will include the resolved well pump details and associated piping, site layout and preliminary electrical design.
 - c. 90% Design (Phase 2 Scope of Work)
Address CVWD comments on the 50% Plans and prepare 90% Well Pumping System Improvement Plans and Specifications for CVWD review.
 - d. 100% Design and Bid Package Preparation (Phase 2 Scope of Work)
Address CVWD comments on the 90% Plans and Specifications and complete preparation of the Well Pumping System Improvement Plans and Specifications and provide Bid Documents similar to those prepared for past CVWD projects
 - 4. Bid Phase services (F&A) (Phase 2 Scope of Work)

Bid Phase services proposed include project posting, bid administration, mandatory pre-bid meeting, addressing RFIs including electrical by Beacon West, preparation of Bid Abstract and Recommendation for Award.

SPECIFIC EXCLUSIONS

Specifically not included in the above Scope of Services or estimated Compensation below are the following:

- 1. Construction cost estimates
- 2. Plan check fees, permit fees, utility company fees.
- 3. CVWD SCADA system updates

4. Any involvement with hazardous waste including detection, evaluation, management, and cleanup.
5. Engineering services during construction (we are prepared to offer these services in the next phase of the project).
6. Acquisition of approvals from agencies other than CVWD with the exception of the electrical permitting.

SERVICES AND/OR INFORMATION TO BE PROVIDED BY OTHERS

We will need the following services and/or information provided by others in order to complete our work:

1. Potholing or other forms of physical investigation, as required.
2. All file information from the District on this site.
3. Completion report for the new well.
4. Environmental Permitting/CEQA Analysis (Padre & Associates).

COMPENSATION

We propose to complete the above-described scope of services on a TIME AND MATERIALS basis not to exceed **\$203,400**. The fee is further broken down by consultant as follows, by Phase:

PHASE 1

Consultant Team Management and Civil & Mechanical Design (F&A)	\$ 50,900
Electrical and Controls Design (Beacon West)*	\$ 66,000
Reimbursables	\$ 500
Total Phase 1 Fee Estimate:	\$ 113,400

PHASE 2

Consultant Team Management and Civil & Mechanical Design (F&A)	\$ 55,000
Electrical and Controls Design (Beacon West)*	\$ 31,000
Total Phase 2 Fee Estimate:	\$ 86,000

*Fee includes 5% subconsultant fee to offset added insurance/administration costs. Also see attached proposal for reference.

This breakdown is provided for information only based on our current vision of the project. We reserve the right to adjust fees, between work categories and subconsultants as dictated by project demands while not exceeding the total fee estimate without prior authorization.

If it appears our services and compensation will exceed that stated, we will request authorization for the increased scope and fees before proceeding.

Our services will be billed for at approximately monthly intervals in accordance with the attached Fee Schedule. Payment is due upon receipt of Statement.

SCHEDULE

We propose to start work immediately upon receipt of the Notice to Proceed and complete the work as soon as possible thereafter. Please note that the critical path is the completion of the new well construction and preparation of the report.

AGREEMENT BETWEEN CLIENT AND CONSULTANT


We understand that the agreement for these services will be the same as the previously negotiated agreements with the District for similar services with reference to this proposal and the attached Fee Schedule. Please note that the attached Fee schedule may be considered applicable to this project for two years from the date of this proposal. Work after that period will be billed at the current rate with a corresponding increase in fee.

This proposal may be considered valid for 60 days at which time, if it is not incorporated into an executed agreement, we reserve the right to modify it in both scope and fee.

Please contact the undersigned with any questions or comments on this proposal.

We appreciate the opportunity to work with you on this project.

Sincerely,
FLOWERS & ASSOCIATES, INC., INC.

By: 
Vernon E. Williams, P.E.
Principal Engineer
<vwilliams@flowersassoc.com>

By: 
Erin K. LaBuda, P.E.
Associate Engineer/Project Manager
<elabuda@flowersassoc.com>

Encl.

FEE SCHEDULE

Effective September 1, 2023

Until Revised

<u>ENGINEERING SERVICES</u>	<u>HOURLY RATE</u>
Principal Engineer	\$250.00
Associate Engineer	\$230.00
Senior Engineer II	\$220.00
Senior Engineer I	\$205.00
Drainage Engineer	\$205.00
Qualified SWPPP Practitioner	\$191.00
Design Engineer II	\$181.00
Water Resources Specialist	\$181.00
Project Manager	\$181.00
Design Engineer I	\$167.00
CAD Designer	\$151.00
CAD Technician	\$135.00
Administrative Support	\$116.00

PLANNING SERVICES

Principal Planner	\$250.00
Associate Planner	\$188.00
Senior Planner	\$181.00
Public Agency Coordinator	\$165.00

CONSTRUCTION PHASE SERVICES

Principal Construction Engineer	\$250.00
Associate Construction Engineer	\$226.00
Senior Construction Engineer	\$215.00
Resident Engineer	\$195.00
Prevailing Wage Construction Monitor	\$173.00
Construction Monitor	\$153.00

EXPERT TESTIMONY

Expert Testimony, Deposition, Court Appearance, and research related thereto will be charged at 3.0 times the applicable hourly rate.

REIMBURSABLE EXPENSE

Plots and other expenses connected with the work will be charged at cost.

CONSULTANTS

Subcontracts administered by Flowers & Associates, Inc. will be charged at cost plus 10%.



Carpinteria Valley Water District

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

BOARD OF DIRECTORS

Case Van Wingerden
President

Casey Balch
Polly Holcombe
Patrick O'Connor
Matthew Roberts

GENERAL MANAGER

Robert McDonald, P.E. MPA

To: CVWD Board of Directors

From: Robert McDonald, General Manager

Date: December 23, 2024

For Consideration: Consider authorizing execution of agreement with Utility Service Co, Inc. to complete the Foothill Reservoir Piping Rehabilitation project in an amount not to exceed \$79,000

Background:

This recommendation pertains to the Fiscal Year 2024/2025 Foothill Reservoir Piping Rehabilitation Project. During an inspection of the interior condition of the Foothill Reservoir (RMA Tank), it was discovered that the interior piping coating was severely deteriorated. The reservoir, constructed between 2005 and 2006, has experienced significant failure of the coating in several areas, leading to rust formation and the development of tubercles.

Analysis:

During the inspection Flowers & Associates was engaged to evaluate the conditions and discuss potential options for rehabilitating the pipe. The following options were considered:

1. Replace the steel piping with HDPE pipe:
This option involves removing the existing 14” steel pipe from the reservoir by cutting it into sections and lifting it out using a crane. Due to the size and weight of the piping, maneuvering the pipe within the reservoir to the extraction point would be highly challenging. Additionally, equipment capable of moving the pipe would not fit through the reservoir’s access hatch, creating logistical constraints related to confined space entry and crane operations.
2. Sandblast the existing piping to white steel condition, then prime and recoat in place:
This option requires sandblasting the steel piping to remove all rust and tubercles, then applying a new coating. The challenges associated with this method include

the removal of blasting sand from the reservoir and the confined space entry requirements for workers.

We reached out to companies we have previously worked with for this type of work to to solicit pricing for this project. Below is the pricing comparison:

- **Utility Services Company:** \$78,735.00
- **CD Lyons Inc.:** \$87,569.60

Fiscal Impact:

The project was budgeted at \$80,000 in the FY24/25 Budget, therefore the project is fully funded. The anticipated expense for the project will be within the budget.

Recommendation:

Staff recommends proceeding with Option 2: Sandblasting and recoating the existing piping.

While both companies have provided satisfactory work on past projects, Staff recommend awarding the contract to Utility Services Company for the following reasons:

- Utility Services Company provided the lowest bid, coming in \$1,500 under the budgeted amount.
- Their proposal does not require staff labor to complete the project.
- We have a strong, positive history of working with Utility Services Company on similar projects.

Conversely, CD Lyons Inc.'s bid exceeds the budget by \$7,000, does not include washout, and requires staff labor to complete the project.

Based on the above considerations, Staff recommends moving forward with Utility Services Company to complete the project.

Sample Motion:

Authorize Staff award a contract to Utility Services Company in the amount of \$79,000 to complete the Foothill Reservoir Piping Rehabilitation Project.



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Date: **10/18/24**

Submitted by: **Keith Jones**

Local Phone: (702) 461-4966

SFID: **115861**

MP / CS Asset:

Entity Proposal Submitted To ("Customer"): Carpinteria Valley Water District			Phone Number: (805) 684-2816	Fax Number: none	
Street Address: 1301 SANTA YNEZ AVENUE			Description of Work to be Performed: Concrete Tank Services		
City: Carpinteria	State: CA	Zip Code: 93014	Asset Name: Foothill Reservoir		
Accounts Payable Contact Name: Greg Stanford	Email: greg@cvwd.net		Job Site Address: 2001 Monte Allegra Drive		
Job Contact (Inspection Reports): Lance Edmondson	Email: lance@cvwd.net		County / Parish: Santa Barbara	Asset Size: 3 MG	Asset Style: Below Ground GST

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

Seventy Eight Thousand Seven Hundred Thirty Five -----00 /100 Dollars \$ 78,735.00

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically
Ninety (90) days following the date of this Proposal.

Authorized
USCI Signature

Acceptance of Proposal The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? No Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month _____ Customer Signature _____

Date of Acceptance _____ Printed Name _____

FOR INTERNAL USE ONLY

SFID:

CN:

SO:

MP / CS PN:



Proposal from
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usgwater.com

Exhibit A – Scope of Work

Concrete Tank Services

Interior Piping Rehabilitation:

FOOTHILL RESERVOIR is approximately 154 ft dia x 30 ft Height (Interior) x ft Height (Average Exterior Exposed)

Proposal below is for the coating of approximately 200LF of 10" steel piping submerged in the tank, and washout of the tank.

Surface Preparation: Prepare ferrous metals per SSPC-SP10.

Prime: Apply one (1) coat of Tnemec Series 91 or 94 Hydro-Zinc at 2.5 to 3.5 mils DFT. Intermediate: Apply one (1) coat of Tnemec Series L140 Pota-Pox at 4.0 to 6.0 mils DFT. Finish: Apply one (1) coat of Tnemec Series L140 Pota-Pox at 4.0 to 6.0 mils DFT.

Washout:

A date shall be coordinated by both parties for the Owner to provide access to the Asset. Owner shall isolate Asset using existing standard operating procedures.

Owner shall fully drain Asset prior to entry.

Washout of Asset includes the walls, and floor only. Walls are to be cleaned within the reachable area (approximately 10'H) without the use of scaffolding or any rigging within the Asset. Areas above reachable height and ceiling of Asset are excluded.

Perform washout of Asset with allowance for one (1) crew day and 3" depth of soft sediment on the Asset floor. Pricing is based upon: Off-site disposal is not included in this proposal.

Wash-water and sediment will be disposed of through on-site drainage within a 150' distance from the Asset. Drainage will not be screened or sediment removed using a sediment trap or other sedimentation controls. Owner shall be responsible for dechlorination of the discharge water, if required.

Any remaining solids within the Asset will not be removed. No vactor truck or any other removal equipment is included in this proposal to remove any solids that cannot be removed through normal flushing and rinsing of the Asset. If it is deemed necessary to use a vacuum truck to remove solids within the Asset, then a price of \$7,500 per day will be added to the contract through the execution of an authorized change order.

Excludes any hard scale (calcium, lime etc. deposits) built-up within the Asset

Spray disinfection of the Asset walls, floor and ceiling in accordance with AWWA C652 Method 2 (Contact Method) after completion of washout The Asset will be inspected to assess the sanitary, safety, structural, security, and coatings conditions, if present.

A comprehensive written report with color digital photographs will be submitted detailing the condition of the Asset. A representative of Utility Service Co Inc will schedule a date with the Owner to present the report and findings.

Additional work effort: If the WO time or sludge depth is greater than the above allowance, a price of \$ 2,453 per crew day until sludge is completely removed may be added to this contract by an authorized change order. If special or upgraded equipment is required to facilitate removal of access sludge, change order may include rental equipment fees plus a 25% margin.



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usgwater.com

Notes / Exclusions

Pricing is valid until 4/15/2025 .

Specialized goods and services are being rendered as part of this Scope of Work. Due to subcontractor and/or supplier requirements, pricing may fluctuate due to current market conditions. Utility Service Co Inc reserves the right to request a change order due to unforeseen market conditions that increase the cost of the goods or services provided by suppliers or subcontractors.

Owner shall provide that no moisture or water is entering the Asset during renovation operations.

Water and power must be available within 150' of the asset.

Bonds are not included.

Local Wage rate is included.

Lead and/or asbestos abatement of any kind is not included. Containment of any kind is not included.

Equipment protection of any kind is not included.

USCI is not responsible for differing, latent or hidden conditions, including weather.

In the event of a different or unknown problem, Utility Service Co Inc will be entitled to equitable adjustment in price and time to compensate for additional costs.

All work is expected to occur during acceptable weather and/or seasonal times. Environmental controls, including dehumidification and auxiliary heating, are not included. All workers to have 10-hour OSHA card; any additional safety requirements are subject to request for additional compensation.

This proposal is based upon a visual inspection of the Asset. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Asset for all patent defects. If latent defects are identified once the Asset has been drained for repairs, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company renegotiate pricing.

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Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit B – Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms, or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer, whether in writing, on the Internet, by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority, then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc., including notice of warranty claims by the Customer, shall be sent to: Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of: (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc., or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to, the Customer and its officers, employees, agents, contractors, and assigns.

J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.



Proposal from
UTILITY SERVICE CO., INC.
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit B – Terms and Conditions (Continued)

K. SATISFACTION OF WARRANTY CLAIM

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

L. INDEMNIFICATION

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor, or their insurer; and (ii) no portion of the Equipment is "third party property".

M. FORCE MAJEURE

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials, or equipment by subcontractors, suppliers, or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

N. LIMITATION OF LIABILITY

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

O. GOVERNING LAW AND DISPUTE RESOLUTION

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.



C.D. Lyon, Inc.

General Engineering Contractor
P.O. Box 1386, Ventura, CA 93002-1386 • (805) 653-0174
California State License # A974335

Alex Sapien
Coating Superintendent
NACE Coating Inspector Level 1
Cert No. 103893
C. D. Lyon, Inc.
PO Box 1386
Ventura, CA 93002
2-9-2023
Attention: Greg Stanford / Lance

Revised 10-16-2024

Carpinteria Valley Water District
Operations Manager
O: (805)684-2816 x 114
C: (805) 901-3038

Re: blast and coating foothill reservoir pipe coating Proposal– **REV 1**
Thank you for the opportunity to provide a Lump Sum Proposal for coating, Below and enclosed please find the Project Scope of Work (PSO), Clarifications and Exclusions, and the Lump Sum Cost Breakdown.

Section 1: PSO

The PSO is for C.D. Lyon Inc, to mobilize all equipment for blasting and coating foothill reservoir pipe coating, field work, CD. Lyon is to gather blast pot paint pots, and scaffolding, C.D. Lyon will blast all piping and give a 2-coat system Devoe high performance coating,

Section 2: Clarifications and Exclusions

The following is a list of Clarifications and Exclusions:

- This project is to be conducted on Straight Time, Overtime.
- Lump Sum Price is based on the specified coating system listed below; changing the system may impact the price.
- This proposal is good for 30 days.
- This project is a prevailing wage project.
- Carpinteria Valley Water District will provide forklift to offload and load when project is completed.
- **Carpinteria Valley Water District will provide vacuum pump clean out blast media, w/ couple of employees to sweep out media / wheelbarrows.**
- **Carpinteria Valley Water District will handle all disposable waste, and container, cost unknown**
- C.D. Lyon will provide a lunch area and portable restroom with wash station.



C.D. Lyon, Inc.

General Engineering Contractor

P.O. Box 1386, Ventura, CA 93002-1386 • (805) 653-0174
California State License # A614787

Section 3: Clarifications and Exclusions

The following is the proposed coating system:

- **Blast:** SSPC-SP 10 # near white
- **Devoe, bar-rust 233H 4-6 mils DFT**
- **Devoe, bar-rust 233H 4-6 mils DFT**
- **Color:** off white

Section 4: Lump Sum Cost

The Lump Sum Cost for the Project is **\$87,569.60** the following is a cost breakdown per task.

Labor, _____	53,281.20
Equipment, paint pot /hoses and air lines, air compressor, blast pot, full body harness, generator, extension cords, portable light towers, wheelbarrows, radios, toolbox, etc.... _____	16,658.90
Consumables _____	2,500.00
Paint material _____	4,000.00
Service trucking, and trailer _____	4,779.50
Blast media _____	4,500.00.
Scaffolding _____	1,850.00

Thank you for the opportunity to provide this proposal and we look forward to working with you on this Project.

If you have any questions, please feel free to contact me (Cell: 805-391-4508).

Sincerely,

Alex Sapien
Coating Superintendent
NACE Coating Inspector Level 1
Cert No. 103893

RESOLUTION NUMBER 1163

**RESOLUTION OF THE BOARD OF DIRECTORS
OF CARPINTERIA VALLEY WATER DISTRICT
UPDATING CHECK SIGNERS FOR ALL OF ITS BANK ACCOUNTS**

WHEREAS, the Carpinteria Valley Water District, in order to update check signers to include a newly elected Director, must update its check signing authorization for all of its banking accounts;

NOW THEREFORE BE IT RESOLVED, that funds from its Operating Checking, RMA Phase 4A Checking, RMA Phase 4A Money Market Account may be withdrawn on checks or electronic drafts of the Carpinteria Valley Water District, signed by any two of the following persons if checks or electronic drafts are under the amount of ten thousand dollars (\$10,000), or if said checks or electronic drafts are for payment for District utility expenses or for contractual obligations with prior Board approval including COMB, BNY, US Bank, and CCWA.

	Robert McDonald	General Manager
or:	Norma C. Rosales	Assistant General Manager
or:	Brian King	District Engineer

BE IT FURTHER RESOLVED that for checks or electronic drafts over ten thousand dollars (\$10,000) either the General Manager, Robert McDonald or the Assistant General Manager Norma Rosales and one of the Board of Directors named below:

	Case Van Wingerden	Director
or:	Polly Holcombe	Director
or:	Matthew T. Roberts	Director
or:	Kenneth "Casey" Balch	Director
or:	Patrick O'Connor	Director

BE IT FURTHER RESOLVED, that for checks or electronic drafts from its Payroll Account any two of the following persons be authorized:

	Robert T. McDonald	General Manager
or:	Norma C. Rosales	Assistant General Manager
or:	Brian King	District Engineer
or:	Case Van Wingerden	Director
or:	Polly Holcombe	Director
or:	Matthew T. Roberts	Director
or:	Kenneth "Casey" Balch	Director
or:	Patrick O'Connor	Director

BE IT FURTHER RESOLVED, that US Bank is hereby authorized to honor and pay any and all checks and electronic drafts signed as provided, herein, including those drawn or endorsed to the individual order any officer or other person authorized to sign the same.

BE IT FURTHER RESOLVED, that the authority hereby conferred shall remain in force until written notice of the revocation thereof, signed by the officers of this District hereunto duly authorized by its governing body, shall have been accepted by an officer of US Bank at the office at which such account is kept, and that the Certification of the Secretary of this District, as to the signature of the above named, shall be binding on this District.

BE IT FURTHER RESOLVED, All authority granted by resolution prior to this resolution to sign checks is rescinded by the adoption of this resolution.

PASSED, APPROVED AND ADOPTED by the Board of Directors of the Carpinteria Valley Water District on the 8th day of January 2025 by the following roll call vote:

AYES:
NAYES:
ABSENT:
ABSTAIN:

APPROVED:

Case Van Wingerden, President

ATTEST:

Lisa Silva, Board Secretary

AUTHORIZED SIGNATURES:

Case Van Wingerden

Polly Holcombe

Matthew T. Roberts

Kenneth "Casey" Balch

Patrick O'Connor

Robert McDonald

Norma Rosales

Brian King

RESOLUTION NUMBER 1164

**RESOLUTION OF THE GOVERNING BOARD OF DIRECTORS OF THE CARPINTERIA VALLEY
WATER DISTRICT CONCERNING INVENTORY OF
DISTRICT LAND AND AIR SPACE**

Whereas; 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.
2. That this Resolution is a matter of public record and a copy shall be made available, without charge to any citizen, limited dividend corporation, housing corporation or nonprofit corporation, who shall request such copy.

Vote on the Resolution by roll call resulted as follows:

AYES:
NAYES:
ABSENT:
ABSTAIN:

The Resolution was thereupon declared, carried and adopted.

DATED: This 8th Day of January 2025.

APPROVED:

Case Van Wingerden, President

ATTEST:

Lisa Silva, Board Secretary

CARPINTERIA VALLEY WATER DISTRICT LAND INVENTORY –

December 27, 2024

<u>DESCRIPTION</u>	<u>ASSESSORS PARCEL</u>
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	155-170-008
Carpinteria Reservoir Site	155-200-008
Casitas Pass Road Parcel (Intertie project)	001-101-041
Sentry Well (Easement)	005-460-038



AGENDA

RATE & BUDGET COMMITTEE
At
CARPINTERIA VALLEY WATER DISTRICT
1301 SANTA YNEZ AVENUE
CARPINTERIA, CALIFORNIA

January 7, 2025 at 12:15 p.m.

BOARD OF DIRECTORS

Case Van Wingerden
President

Casey Balch
Polly Holcombe
Patrick O'Connor
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 draft Fiscal Year 25/26 updated Budget.

B. Review City of Santa Barbara's Cater Treatment Plant Capital Costs.

C. Consider an alternate method for collecting CAPP expenses.

V. ADJOURNMENT

**Indicates attachment of document to agenda packet.

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., January 4, 2025. 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.