



AGENDA

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

CARPINTERIA CITY HALL
5775 CARPINTERIA AVENUE
CARPINTERIA, CA 93013

Wednesday, September 25, 2024 at 5:30 p.m.

Join Zoom Meeting

<https://us06web.zoom.us/j/82799347410?pwd=s5EqRh0eF4a5SxRmxQIVLL7mjzVVvy.1>

Meeting ID: 827 9934 7410

Passcode: 024614

or

Dial by Phone: 1-669-444-9171

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 Board, you are strongly encouraged to provide the Board with a public comment in one of the following ways:

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

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

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

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

II. ROLL CALL: Board Secretary, Lisa Silva

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. CONSENT AGENDA

- A. ****Minutes of the Special Board meeting held on August 21, 2024**
- B. ****Disbursement Report for August 11, 2024 – September 10, 2024**
- C. **** Consider contract change form for Padre Associates from \$24,500 to \$25,200 for Smillie ASR Well Project CEQA analysis**
- D. **** Consider Authorization for Tierra Contracting to complete LIVR Phase 3 for an amount not to exceed \$256,283 to be reimbursed by COMB**

V. UNFINISHED BUSINESS – None

VI. ****ADJOURN to Regular Board meeting of Carpinteria Groundwater Sustainability Agency (Time Certain 5:35 p.m.)**

VII. NEW BUSINESS –

- A. ****Consider update on Strategic Planning process (for information, General Manager McDonald) *presented by Maso Motlow***
- B. ****Consider California Water Data Summit presentation on Process Automation (for information, General Manager McDonald) *presented by Maso Motlow***
- C. ****Consider proposed Intensification Methods and Outreach Plan (for information, General Manager McDonald) *presented by Maso Motlow***
- D. ****Consider update of Rule 16f to Rules and Regulations (for information, General Manager McDonald)**
- E. ****Consider CAPP Project Update (for information, General Manager McDonald) *Presented by Rob Morrow, WSC***
- F. ****Consider ratification of engagement of Pueblo Water Resources for Smillie Replacement Well Design services in an amount not to exceed \$19,327 (for action, General Manager McDonald)**
- G. **Consider engagement of WSC for Grant Application Assistance for Smillie Well in an amount not to exceed \$19,919 (for action, General Manager McDonald)**
- H. **** Consider Resolution No. 1160 Authorizing the Execution and Delivery of a Construction and Installment Agreement for the CAPP (for action, General Manager McDonald)**
- I. ****Consider Draft Joint Exercise of Powers Agreement (JEPA) and Ground Lease for CAPP (for information, General Manager McDonald)**

- J. **Consider GFOA's Certificate of Achievement for Excellence in Financial Reporting for Annual Comprehensive Financial Report (for information, General Manager McDonald)**

VIII. DIRECTOR REPORTS –

- A. **Administrative Committee Meeting – September 18, 2024 – Directors Holcombe and Van Wingerden**
- B. **COMB Board Meeting – August 26, 2024 – Director Holcombe**
- C. **COMB Board Meeting – September 23, 2024 – Director Holcombe**
- D. **CCWA Special Board Meeting- September 13- Director Johnson**

IX. GENERAL MANAGER REPORTS (for information) –

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

X. [CLOSED SESSION] CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6. DISTRICT NEGOTIATOR: JEFFREY DINKIN EMPLOYEE ORGANIZATION: SEIU LOCAL 620

XI. CONSIDER DATES AND ITEMS FOR AGENDA FOR:

CARPINTERIA VALLEY WATER DISTRICT BOARD MEETING OF OCTOBER 9, 2024, AT 5:30 P.M., CARPINTERIA CITY HALL, 5775 CARPINTERIA AVENUE, CARPINTERIA, CALIFORNIA.

XII. 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., September 22, 2024. The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied benefits of, the District's programs, services, or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at (805) 684-2816. Notification at least twenty-four (24) hours prior to the meeting will enable the District to make appropriate arrangements. Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Carpinteria Valley Water district offices located at 1301 Santa Ynez Avenue, Carpinteria during normal business hours, from 8 am to 5 pm.

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

**Indicates attachment of document to agenda packet.

	MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS	
	CARPINTERIA VALLEY WATER DISTRICT	
	August 21, 2024	
	Director Van Wingerden called the Special 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, August 21, 2024, and led the Board in the Pledge of Allegiance.	
ROLL CALL	Directors Present; Holcombe, Balch, Johnson, Roberts and Van Wingerden	
	Others Present: Bob McDonald	
	Cari Ann Potts Norma Rosales Lisa Silva	Maso Motlow Danielle Rose Kadie McShirley Scott Van Der Kar
PUBLIC FORUM	No one from the public addressed the Board.	
CONSENT AGENDA	Following discussion, Director Roberts moved, and Director Balch seconded the motion to approve the consent agenda. The motion carried by a 4-1 vote with Director Van Wingerden abstaining. The motion was approved by roll call as follows; Ayes: Holcombe, Balch, Johnson and Roberts Abstain: Van Wingerden Absent: none	
ADJOURN	President Van Wingerden opened the Carpinteria Groundwater Sustainability Agency Special meeting at 5:35 p.m.	
RECONVENED TO REGULAR BOARD MEETING	President Van Wingerden reconvened the Special Board meeting at 5:51 p.m. Scott Van Der Kar addressed the board regarding Water Meter Application program.	
MAKING CONSERVATION A CALIFORNIA WAY OF LIFE	General Manager McDonald presented to consider presentation to analyze and comply with California’s new policy “Making Conservation a California Way of Life” framework. Presented by Maso Motlow and Danielle Rose. For Information.	

<p>CGSA JPA AGREEMENT AMENDMENT NO. 1</p>	<p>General Manager McDonald presented to consider Authorizing General Manager to Process Amendment No. 1 of the Carpinteria Groundwater Sustainability Agency (CGSA) JPA Agreement.</p> <p>Following discussion, Director Roberts moved, and Director Johnson seconded the motion to authorize the General Manager to process Amendment No. 1 of the CGSA with edit. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Balch, Johnson, Roberts and Van Wingerden Nayes: none Absent: none</p>
<p>COMB/CVWD SECOND AMENDMENT TO THE COOPERATIVE AGREEMENT</p>	<p>General Manager McDonald presented to consider Cachuma Operation and Maintenance Board (COMB)/Carpinteria Valley Water District (CVWD) Second Amendment to the Cooperative Agreement for LIVR project – Phase Three.</p> <p>Following discussion, Director Balch moved, and Director Holcombe seconded the motion to authorize the Board President to execute the LIVR Second Amendment. The motion carried by a 5-0 vote. The motion was approved by roll call as follows;</p> <p>Ayes: Holcombe, Johnson, Balch, Roberts and Van Wingerden Nayes : none Absent: none</p>
<p>STATE WATER PROJECT RELIABILITY</p>	<p>General Manager McDonald presented to consider LA Times Article on State Water Project Reliability.</p> <p>For information.</p>
<p>STRATEGIC WATER MANAGEMENT COMMITTEE MEETING</p>	<p>Directors Johnson and Roberts gave a verbal report on the Strategic Water Management Committee meeting that was held on August 19, 2024.</p>
<p>CLOSED SESSION</p>	<p>President Van Wingerden adjourned the meeting at 6:48 p.m. to convene the Board into closed session for the following matters:</p> <ul style="list-style-type: none"> X. [CLOSED SESSION] CONFERENCE WITH LABOR NEGOTIATOR PURSUANT TO GOVERNMENT CODE SECTION 54957.6. DISTRICT NEGOTIATOR: JEFFERY DINKIN EMPLOYEE ORGANIZATION: SEIU LOCAL 620 XI. [CLOSED SESSION] PERSONNEL MATTERS PURSUANT TO GOVERNMENT CODE SECTION § 54957(b) PUBLIC EMPLOYMENT: GENERAL MANAGER

BOARD RECONVENED IN OPEN SESSION	<p>At 7:15 p.m., President Van Wingerden reconvened the Board meeting with the following reportable actions:</p> <p>X. No reportable Action XI. No reportable Action</p>
NEXT BOARD MEETING	<p>The next Special Board meeting is scheduled to be held on September 25, 2024, at 5:30 p.m., Carpinteria City Hall, 5775 Carpinteria Avenue, Carpinteria California.</p> <p>Director Holcombe requests update of billing systems plan.</p>
ADJOURNMENT	<p>Director Van Wingerden adjourned the meeting at 7:18 p.m.</p> <p>Lisa Silva, Board Secretary</p>



**Monthly Disbursement Report
Carpinteria Valley Water District**

Payment Date: 08/11/24 - 09/10/24

Disbursement Report	
Operating Account	1,408,501.48
Rancho Monte Alegre (RMA)	-
Transfers	-
Total:	\$ 1,408,501.48

Operating Account				
Vendor	Description	Payment Number	Payment Date	Payment
ACWA-JPIA				38,084.08
	HEALTH INS	40948	9/3/2024	38,084.08
AFLAC				748.54
	AFLAC AFT TX	40941	9/3/2024	57.86
	AFLAC PRE TX	40941	9/3/2024	690.68
AG ENT INC				800.00
	TEMP METER TESTING	APA001700	8/28/2024	800.00
ANTHEM BLUE CROSS				515.71
	CA BLUE RX PLUS - SEPTEMBER	40915	8/14/2024	132.70
	SENIOR CLASSIC F - SEPTEMBER	40919	8/16/2024	383.01
A-OK POWER EQUIPMENT				48.93
	MINOR TOOLS	APA001701	8/28/2024	48.93
ASPECT ENGINEERING GROUP				6,331.05
	SHEPARD MESA PUMP STATION PLC AND OIT UPGRADE	40924	8/27/2024	2,940.00
	MAINTENANCE OF SCADA	APA001702	8/28/2024	3,391.05
AT&T MOBILITY				742.18
	MOBILE DEVICES - JULY	40911	8/13/2024	485.14
	SCADA, TABLETS, OTHER WIRELESS - AUGUST	40916	8/14/2024	257.04
BAY ALARM SERVICE				105.00
	INTERCOM SYSTEM - QUARTERLY	APA001684	8/13/2024	105.00
BIG GREEN CLEANING COMPANY / RICH & FAMOUS, INC.				909.00
	MONTHLY JANITORIAL SERVICES - AUGUST	APA001685	8/13/2024	909.00
BRENNTAG PACIFIC, INC				4,465.32
	SODUUM HYPOCHLORITE	APA001686	8/13/2024	4,465.32
CANON FINANCIAL SERVICES, INC				882.91
	MONTHLY CONTRACT CHARGES COPIER	APA001703	8/28/2024	882.91
CARPINTERIA VALLEY LUMBER CO				356.96
	MAINTENANCE OF WELLS	APA001687	8/13/2024	24.46
	MAINTENANCE OF MAINS	APA001704	8/28/2024	127.48
	MAINTENANCE OF WELLS	APA001704	8/28/2024	85.88
	PAINT SUPPLIES	APA001704	8/28/2024	81.68
	SCREEN FOR GOB RES OVERFLOW	APA001704	8/28/2024	37.46
CITY OF CARPINTERIA				16,945.63
	CAPP P77 - PRE-APPLICATION & DEPOSIT - CDP PERMIT	40943	9/3/2024	16,945.63
CITY OF SANTA BARBARA				743,149.10
	QUARTERLY CATER COSTS	40944	9/3/2024	743,149.10
COAST AUTO PARTS				89.49
	MINOR TOOLS	APA001688	8/13/2024	63.36
	MAINTENANCE OF WELLS	APA001705	8/28/2024	26.13
COASTAL VIEW NEWS				848.00
	CONSERVATION AD 080124	APA001689	8/13/2024	254.00
	2024 GARDEN RECOGNITION WINNER	APA001706	8/28/2024	594.00
COLONIAL LIFE				701.10
	COLONIAL LIFE	40923	8/27/2024	131.24
	COLONIAL PRETAX	40923	8/27/2024	569.86
COMMODITY TRUCKING ACQUISITION LLC				1,556.63
	FILL SAND	APA001690	8/13/2024	859.00
	ROAD BASE	APA001690	8/13/2024	697.63
CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.				808.42
	SMALL TOOLS	APA001691	8/13/2024	56.65
	CONTACTOR FOR PUMP 3 - CARP RES	APA001707	8/28/2024	588.69
	RELAY'S FOR LATERAL 30 VFD'S	APA001707	8/28/2024	163.08
COUNTY OF SANTA BARBARA PUBLIC WORKS				225.25
	IRWM PROGRAM - 010124 - 063024	40930	8/28/2024	225.25
COUNTY OF SANTA BARBARA PUBLIC WORKS DEPARTMENT				54.61
	MAINTENANCE OF PLANT	40931	8/28/2024	54.61
DAVE HUNSAKER - DAVE'S ORGANIC GARDENING				3,975.00
	LANDSCAPE SERVICES - JUNE	APA001708	8/28/2024	3,975.00
DELL BUSINESS CREDIT				427.26
	TWO REPLACEMENT PC'S	40932	8/28/2024	427.26

Vendor	Description	Payment Number	Payment Date	Payment
DLT SOLUTIONS, LLC				1,881.90
	AUTO CAD ANNUAL SUBSCRIPTION RENEWAL	40945	9/3/2024	1,881.90
E.J. HARRISON & SONS, INC.				285.70
	TRASH & RECYCLE - 081524	APA001709	8/28/2024	285.70
E.M. CLARK AND SONS, INC.				1,411.36
	TREATMENT SHOP DOOR REPLACEMENT	40920	8/21/2024	1,411.36
ECONOMY TREE INC				1,500.00
	OFFICE TREE TRIM/LA MIRADA TREE REMOVAL	40921	8/21/2024	1,500.00
EDISON CO				61,203.69
	CARP RES - 22,188 KWH - AUGUST	40922	8/21/2024	6,896.11
	EL CARRO WELL - 56,488 KWH - AUGUST	40922	8/21/2024	9,672.03
	FOOTHILL TANK - 56,020 KWH - AUGUST	40922	8/21/2024	12,891.51
	GOB CYN PUMP - 373 KWH - AUGUST	40922	8/21/2024	172.67
	HQ WELL - 97,800 KWH - AUGUST	40922	8/21/2024	22,477.82
	OFFICE - 3,107 KWH - AUGUST	40922	8/21/2024	990.75
	SM PUMP - 4,653 KWH - AUGUST	40922	8/21/2024	1,853.22
	SMILLIE WELL - 26,908 KWH - AUGUST	40922	8/21/2024	6,082.62
	LYONS WELL - 3 KWH - AUGUST	40933	8/28/2024	90.41
	SM TANK - 202 KWH - AUGUST	40933	8/28/2024	76.55
ELITE GENERAL ENGINEERING INC				6,735.00
	MAINTENANCE OF MAINS	APA001710	8/28/2024	6,735.00
ERROL L. MONTGOMERY & ASSOCIATES INC.				11,918.50
	MONTGOMERY CAPP GROUNDWATER MODELING	40925	8/27/2024	11,918.50
FAMCON PIPE AND SUPPLY, INC				14,087.48
	INVENTORY	40912	8/13/2024	6,018.92
	INVENTORY	40934	8/28/2024	3,712.80
	INVENTORY & MAINTENANCE OF MAINS	40934	8/28/2024	2,746.67
	INVENTORY AND MAINTENANCE OF MAINS	40934	8/28/2024	2,766.75
	INVENTORY CREDIT MEMO	40934	8/28/2024	(1,758.90)
	MAINTENANCE OF MAINS	40934	8/28/2024	601.24
FEDERAL PR TAX DEPOSIT				50,351.14
	FEDERAL W/H	DFT0001801	8/15/2024	355.55
	FICA PR	DFT0001801	8/15/2024	566.12
	MEDICARE W/H	DFT0001801	8/15/2024	132.40
	FEDERAL W/H	DFT0001802	8/16/2024	283.58
	FICA PR	DFT0001802	8/16/2024	312.18
	MEDICARE W/H	DFT0001802	8/16/2024	73.02
	FEDERAL W/H	DFT0001803	8/16/2024	10,347.58
	FICA PR	DFT0001803	8/16/2024	11,748.96
	MEDICARE W/H	DFT0001803	8/16/2024	2,747.74
	FEDERAL W/H	DFT0001807	8/30/2024	9,239.35
	FICA PR	DFT0001807	8/30/2024	11,787.80
	MEDICARE W/H	DFT0001807	8/30/2024	2,756.86
FRONTIER COMMUNICATIONS				500.81
	OFFICE - 081624-091524	40935	8/28/2024	376.91
	ORTEGA - 081624-091524	40935	8/28/2024	123.90
FRUIT GROWERS LABORATORY, INC				2,487.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A	APA001692	8/13/2024	360.00
	BACTI ANALYSIS - COLIFORM - COLILERT-P/A	APA001711	8/28/2024	180.00
	BACTI ANALYSIS - COLILERT - P/A & QUANTI TRAY	APA001711	8/28/2024	250.00
	BACTI ANALYSIS - QUANTI TRAY COLILERT 100	APA001711	8/28/2024	61.00
	INORGANIC ANALYSIS - METALS,-FE, MN	APA001711	8/28/2024	267.00
	ORGANIC ANALYSIS - EPA 551.1 / EPA 552.2	APA001711	8/28/2024	1,267.00
	PROJ P61 - SANTA CLAUS LANE	APA001711	8/28/2024	102.00
FTI SERVICES, INC.				2,049.14
	MONTHLY - DATTO SUPPORT - AUGUST	APA001693	8/13/2024	1,300.00
	MONTHLY MONITORING & ANTIVIRUS - AUGUST	APA001693	8/13/2024	653.77
	MONTHLY - DATTO 0365 BACKUPS - AUGUST	APA001712	8/28/2024	95.37
GABRIEL HERNANDEZ - TRICOUNTY ELECTRIC LLC				300.00
	CONTACTOR REPLACEMENT PUMP 3 - CARP RES	APA001713	8/28/2024	300.00
GALLAGHER BENEFIT SERVICES, INC.				6,845.00
	GALLAGHER CLASS & COMP STUDY	40926	8/27/2024	6,845.00
HAMNER, JEWELL & ASSOCIATES				2,100.00
	RIGHT OF WAY ACQUISITION	40913	8/14/2024	2,100.00
HAYWARD LUMBER CO.				20.52
	FLAP WHEEL FOR DRILL	APA001714	8/28/2024	20.52
HD SUPPLY, INC				1,505.18
	CHEMICAL PUMP REPAIR KIT	APA001694	8/13/2024	598.91
	REAGENTS FOR TESTING OF WELLS	APA001694	8/13/2024	291.09
	REAGENTS FOR WATER QUALITY TESTING	APA001694	8/13/2024	615.18
IMPULSE INTERNET SERVICES, LLC				139.95
	INTERNET PROVIDER - SEPTEMBER	APA001695	8/13/2024	139.95
INFOSEND INC				2,590.32
	DISCONNECTS - JULY	APA001715	8/28/2024	324.60
	STATEMENTS - AUGUST	APA001715	8/28/2024	2,265.72

Vendor	Description	Payment Number	Payment Date	Payment
ISACC CERVANTES				316.00
	REIMBURSE FOR D3 CERTIFICATE CLASSES	40936	8/28/2024	316.00
LEVI JONES - LEVI'S LOCK & SECURITY				1,322.71
	CLOSURES ON SHOP DOORS	APA001716	8/28/2024	1,322.71
LINCOLN LIFE				11,478.34
	DEFERRED COMPENSATION	DFT0001804	8/27/2024	5,039.17
	ROTH IRA	DFT0001804	8/27/2024	700.00
	DEFERRED COMPENSATION	DFT0001805	9/3/2024	5,039.17
	ROTH IRA	DFT0001805	9/3/2024	700.00
MARY-SOPHIA MOTLOW				614.67
	TRAVEL REIMBURSE - WATER DATA SUMMIT	40946	9/3/2024	614.67
MYERS, WIDDERS, GIBSON JONES & FEINGOLD, LLP				10,988.19
	GENERAL COUNSEL - JULY	40937	8/28/2024	3,308.19
	SBCO FLOOD CTRL & CONSERVATION DISTRICT - JULY	40937	8/28/2024	7,680.00
NEW PIG				119.84
	SAFETY SUPPLIES	APA001717	8/28/2024	467.94
	SAFETY SUPPLIES	APA001717	8/28/2024	(348.10)
OPENEDGE				1,286.59
	CREDIT CARD PROCESSING FEES - SEP 2024	DFT0001809	9/3/2024	1,286.59
P E R S				33,197.49
	PERS EMPLOYER	DFT0001796	8/13/2024	5,585.53
	PERS EMPLOYER PEPPA 6.25	DFT0001796	8/13/2024	2,771.77
	PERS EMPLOYER TIER 2	DFT0001796	8/13/2024	1,132.48
	PERS REG PEPPA 6.25	DFT0001796	8/13/2024	2,729.48
	PERS REGULAR	DFT0001796	8/13/2024	3,088.43
	PERS REGULAR TIER 2	DFT0001796	8/13/2024	658.67
	PERS EMPLOYER	DFT0001797	8/20/2024	5,585.53
	PERS EMPLOYER PEPPA 6.25	DFT0001797	8/20/2024	2,770.52
	PERS EMPLOYER TIER 2	DFT0001797	8/20/2024	1,269.15
	PERS REG PEPPA 6.25	DFT0001797	8/20/2024	2,728.28
	PERS REGULAR	DFT0001797	8/20/2024	3,088.44
	PERS REGULAR TIER 2	DFT0001797	8/20/2024	739.21
	FY25 GASB REPORTING FEE INVOICE	DFT0001808	8/20/2024	1,050.00
PAYROLL TRANSFER				123,363.29
	PPE081724 XFER FM OP TO PR	DFT0001810	8/15/2024	60,804.65
	PPE083124 XFER FM OP TO PR	DFT0001811	8/29/2024	62,558.64
PERMACOLOR, INC				1,308.00
	HQ WELL POWDERCOAT OF VALVE BODIES	APA001696	8/13/2024	1,308.00
SAWASKE LANDSCAPE				432.00
	LYONS WELL - JULY	APA001697	8/13/2024	432.00
SIERRA AUTOMATED VALVE				640.33
	PARTS FOR BUTTERFLY VLAVES AT HQ WELL	APA001718	8/28/2024	640.33
SIERRA TRAFFIC SERVICES				5,820.75
	PROJ P61 - SANTA CLAUS LN REHAB	APA001719	8/28/2024	5,820.75
STATE OF CALIFORNIA - EDD				10,882.83
	STATE DISABILITY INSURANCE	DFT0001799	8/15/2024	50.22
	STATE WITHHOLDING	DFT0001799	8/15/2024	127.12
	STATE DISABILITY INSURANCE	DFT0001798	8/19/2024	27.68
	STATE WITHHOLDING	DFT0001798	8/19/2024	170.50
	STATE DISABILITY INSURANCE	DFT0001800	8/19/2024	972.58
	STATE WITHHOLDING	DFT0001800	8/19/2024	4,338.59
	STATE DISABILITY INSURANCE	DFT0001806	8/30/2024	985.97
	STATE WITHHOLDING	DFT0001806	8/30/2024	4,210.17
STATE READY MIX, INC				980.25
	PROJ P61 - SANTA CLAUS LN REHAB	APA001720	8/28/2024	980.25
STRADLING YOCCA CARLSON & RAUTH				2,646.50
	LEGAL LABOR NEGOTIATOR - JULY	APA001721	8/28/2024	2,646.50
TRAFFIC TECHNOLOGIES				72.92
	PROJ P61 - SANTA CLAUS LN REHAB	APA001722	8/28/2024	72.92
TRUE CUT CONCRETE				375.00
	PROJ P61 - SANTA CLAUS LN REHAB	APA001723	8/28/2024	375.00
ULINE				233.38
	SAFETY GLOVES	APA001698	8/13/2024	233.38
UNUM LIFE INSURANCE COMPANY				1,220.11
	LIFE INSURANCE - SEPTEMBER	40918	8/14/2024	1,220.11
US BANK				2,018.01
	08 2024 BANK ANALYSIS FEE	DFT0001817	8/14/2024	2,018.01
VENTURA STEEL				65.40
	SCREEN FOR GOB RES OVERFLOW	APA001724	8/28/2024	65.40
VULCAN MATERIALS COMPANY				200.00
	ASPHALT & CONCRETE DISPOSAL	APA001699	8/13/2024	200.00
W. W. GRAINGER, INC.				365.56
	MINOR TOOLS	APA001725	8/28/2024	152.25
	PERSONAL PROTECTIVE EQUIPMENT	APA001725	8/28/2024	213.31

Vendor	Description	Payment Number	Payment Date	Payment
WAGE WORKS DISBURSEMENTS				1,129.97
	HCFSA 2024 WAGEWORKS 08.13.2024	DFT0001813	8/13/2024	10.00
	HCFSA 2024 WAGEWORKS 08.20.2024	DFT0001814	8/20/2024	44.40
	HCFSA 2024 WAGEWORKS 08.27.2024	DFT0001815	8/27/2024	330.28
	HCFSA 2024 WAGEWORKS 09.04.2024	DFT0001812	9/4/2024	611.29
	2408 ADMIN/COMPLIANCE FEE	DFT0001816	8/23/2024	134.00
WATER SYSTEMS CONSULTING, INC.				35,700.00
	WATER SYS CONSULTG CAPP FINAL DESG & CONST MGMT	40927	8/27/2024	35,700.00
WATERS CARDENAS LAND SURVEYING LLP				9,015.00
	CAPP LAND SURVEY SERVICES	40914	8/14/2024	5,660.00
	CAPP LAND SURVEY SERVICES	40928	8/27/2024	3,355.00
WEX BANK				2,604.12
	FUEL CHARGES - AUGUST	40947	9/3/2024	2,604.12
WOODARD & CURRAN INC				159,421.37
	WOODARD & CURREN CAPP FINAL DESIGN	40929	8/27/2024	149,475.12
	USBR WATER MANAGEMENT PLAN 5 YR UPDATE	40942	9/3/2024	9,946.25
				Total: \$ 1,408,501.48

Rancho Monte Alegre - Account Check Report			
			Total: \$ -

Transfers			
			Total: \$ -



Carpinteria Valley Water District
Record of Change to Contract or Agreement

Contract Change Form # C25-03

Requester Bob McDonald
 Request Date 8/28/2024

Initials: DS
RM

Contract Vendor Padre Associates, Inc.
 Contract Number _____
 Date of Board Approval 9/28/2022 *attach minutes
 Expected Completion Date Dec-2024
 Original Contract Funding Source 01-560-6300 Engineering Professional

	<u>Amount</u>	<u>Budget Year</u>
Original Contract	\$ 24,500.00	_____
Revised Contract	\$ 25,200.00	_____

Source of Funds:

	<u>Amount</u>
Use of Reserves	_____

	<u>Amount</u>	<u>Project #</u>	<u>Account / Project Description</u>
General Ledger Account	\$ 700.00	_____	<u>01-560-6300 Engineering Professional</u>
Project	_____	_____	_____
Other	_____	_____	_____

Reason For Change In Contract Amount:

Contract authorized in 2022 but services have not yet commenced. Billing rates have increased since then.

Approvals: DocuSigned by:
Norma Rosales
3903F3D9A01E407...

Norma Rosales, Assistant General Manager

DocuSigned by:
Robert McDonald
83E955053F05424...

Robert Mc Donald, General Manager

Date of Board Information or Action** _____

Board Ratification Required

Board Action Rules

- Board Approval required if reserves are allocated.
- Board Approval required if agreement or contract change is greater than \$20,000
- Board Ratification required if agreement or contract change is less than \$20,000

August 26, 2024

Mr. Bob McDonald
Carpinteria Valley Water District
1301 Santa Ynez Avenue
Carpinteria, CA 93013

Updated Proposal to Prepare a Mitigated Negative Declaration for Replacement of the Smillie Well

Introduction

The proposed project does not qualify for a categorical exemption from the California Environmental Quality Act (CEQA) because the well would be located at a new site at a sensitive location (adjacent to Carpinteria Creek). Therefore, our scope of work consists of preparation an Initial Study (IS) and Mitigated Negative Declaration (MND). Significant impacts may include nighttime drilling noise, encroachment into the riparian habitat of Carpinteria Creek and disturbance of archeological resources.

Scope of Work

Our scope of work consists of the following tasks:

Project Description. Padre will prepare a project description based on information provided by the District and Pueblo Water Resources. The draft project description will be submitted to the District for review and approval. Upon receipt of comments, the project description will be finalized. The final project description will serve as the basis of all impact analysis. Substantial changes to the project following approval of the project description may require modifications to the MND scope and budget.

Internal Draft IS/MND. Based on the approved project description, we will prepare an IS/MND. The Internal Draft IS/MND will be submitted to the District for review and comment. This Task includes a cultural resources record search, a Phase I archaeological field survey, a biological survey and baseline noise measurements.

Draft IS/MND. Upon receipt of all District comments on the Internal Draft IS/MND, we will make any necessary changes and publish the Public Draft IS/MND. Our fee estimate assumes up to 10 hardcopies and 30 electronic copies (pdf files on CD) of the Public Draft IS/MND will be required. Padre will be responsible for preparation of the Notice of Intent, and distribution of the Notice of Intent and the Public Draft IS/MND based on a list of properties (with addresses, provided by the District) located within 300 feet of the project site. We will also file the Notice of Intent with the County Clerk. We will assist the District in uploading the Public Draft IS/MND to the State Clearinghouse website. The District will be responsible for newspaper publication of the Notice of Intent.



Incorporate Public Comments. At the close of the public comment period and following any public hearing(s), Padre staff will convene with District staff to review written and verbal comments and strategize responses. We will then prepare draft responses to all comment letters received during the comment period.

Because of the uncertainty of the number of comments that will be received, our budget assumes the receipt of up to six comment letters with an average of four comments per letter. If there are comments in excess of this amount, Padre may request a modification to the budget and schedule.

Final IS/MND. Upon approval of the responses to comments, Padre will incorporate any needed text revisions to the Public Draft IS/MND and prepare the Final IS/MND. Our cost estimate provides for delivery of up to five copies of the Final IS/MND. In addition, Padre will prepare a Mitigation Monitoring Plan for approval with the IS/MND at the District's Board hearing.

Team Meeting and Public Hearing. Our scope includes attendance at up to two team meetings with the District, and one public hearing.

Schedule

Padre will meet the following deliverables and schedule requirements. It is important to note that the schedule will be driven by receipt of project information provided by and receipt of comments from the District. Therefore, the schedule outlined below should be considered preliminary.

A draft project description will be delivered within two weeks of receipt of adequate project information. Up to five copies of the Internal Draft IS/MND will be delivered within three weeks of receipt of comments on the project description. Up to ten hardcopies and 30 CD copies of the Public Draft IS/MND will be delivered within two weeks of receipt of all comments from the District on the Internal Draft IS/MND.

Up to five copies of response to public comments will be delivered within two weeks of receipt of all comments on the Public Draft IS/MND. Up to five copies of the Final IS/MND and Mitigation Monitoring Plan will be delivered within two weeks of approval of the responses to comments.

Fee

Padre will complete the scope of work on a time and materials basis for a not-to-exceed fee of \$25,200, according to the attached 2024 Standard Fee Schedule.

*

*

*



Should you have any questions concerning our scope of work or fee, please contact me at 805/644-2220 ext. 413 at your earliest convenience.

Sincerely,

Padre Associates, Inc.

A handwritten signature in blue ink, appearing to read "Matt Ingamells", is written over the printed name and title.

Matt Ingamells
Project Manager/Senior Biologist

Attachment: 2024 Standard Fee Schedule

2024 STANDARD FEE SCHEDULE

PROFESSIONAL SERVICES

Principal Professional II	\$ 220/hr.
Principal Professional	\$ 190/hr.
Senior Professional II.....	\$ 170/hr.
Senior Professional.....	\$ 160/hr.
Project Professional II.....	\$ 135/hr.
Project Professional	\$ 125/hr.
Staff Professional II.....	\$ 115/hr.
Staff Professional.....	\$ 100/hr.
Senior Technician (Non-Prevailing Wage).....	\$ 95/hr.
Senior Technician (Prevailing Wage).....	\$ 115/hr.
Technician (Non-Prevailing Wage)	\$ 85/hr.
Technician (Prevailing Wage)	\$ 110/hr.
Senior GIS/CAD Specialist.....	\$ 115/hr.
GIS/CAD Specialist.....	\$ 100/hr.
Drafting.....	\$ 80/hr.
Word Processing/Technical Editor	\$ 85/hr.

*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$450 per hour.

OTHER DIRECT CHARGES

Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
Vehicle	\$ 90/day
Photoionization Detector	\$ 120/day
Nuclear Density Gauge	\$ 85/day
Automobile Mileage.....	\$ 0.85/mile

September 12, 2022

Mr. Bob McDonald
Carpinteria Valley Water District
1301 Santa Ynez Avenue
Carpinteria, CA 93013

Proposal to Prepare a Mitigated Negative Declaration for Replacement of the Smillie Well

Introduction

The proposed project does not qualify for a categorical exemption from the California Environmental Quality Act (CEQA) because the well would be located at a new site at a sensitive location (adjacent to Carpinteria Creek). Therefore, our scope of work consists of preparation an Initial Study (IS) and Mitigated Negative Declaration (MND). Significant impacts may include nighttime drilling noise, encroachment into the riparian habitat of Carpinteria Creek and disturbance of archeological resources.

Scope of Work

Our scope of work consists of the following tasks:

Project Description. Padre will prepare a project description based on information provided by the District and Pueblo Water Resources. The draft project description will be submitted to the District for review and approval. Upon receipt of comments, the project description will be finalized. The final project description will serve as the basis of all impact analysis. Substantial changes to the project following approval of the project description may require modifications to the MND scope and budget.

Internal Draft IS/MND. Based on the approved project description, we will prepare an IS/MND. The Internal Draft IS/MND will be submitted to the District for review and comment. This Task includes a cultural resources record search, a Phase I archaeological field survey, a biological survey and baseline noise measurements.

Draft IS/MND. Upon receipt of all District comments on the Internal Draft IS/MND, we will make any necessary changes and publish the Public Draft IS/MND. Our fee estimate assumes up to 10 hardcopies and 30 electronic copies (pdf files on CD) of the Public Draft IS/MND will be required. Padre will be responsible for preparation of the Notice of Intent, and distribution of the Notice of Intent and the Public Draft IS/MND based on a list of properties (with addresses, provided by the District) located within 300 feet of the project site. We will also file the Notice of Intent with the County Clerk. We will assist the District in uploading the Public Draft IS/MND to the State Clearinghouse website. The District will be responsible for newspaper publication of the Notice of Intent.



Incorporate Public Comments. At the close of the public comment period and following any public hearing(s), Padre staff will convene with District staff to review written and verbal comments and strategize responses. We will then prepare draft responses to all comment letters received during the comment period.

Because of the uncertainty of the number of comments that will be received, our budget assumes the receipt of up to six comment letters with an average of four comments per letter. If there are comments in excess of this amount, Padre may request a modification to the budget and schedule.

Final IS/MND. Upon approval of the responses to comments, Padre will incorporate any needed text revisions to the Public Draft IS/MND and prepare the Final IS/MND. Our cost estimate provides for delivery of up to five copies of the Final IS/MND. In addition, Padre will prepare a Mitigation Monitoring Plan for approval with the IS/MND at the District's Board hearing.

Team Meeting and Public Hearing. Our scope includes attendance at up to two team meetings with the District, and one public hearing.

Schedule

Padre will meet the following deliverables and schedule requirements. It is important to note that the schedule will be driven by receipt of project information provided by and receipt of comments from the District. Therefore, the schedule outlined below should be considered preliminary.

A draft project description will be delivered within two weeks of receipt of adequate project information. Up to five copies of the Internal Draft IS/MND will be delivered within three weeks of receipt of comments on the project description. Up to ten hardcopies and 30 CD copies of the Public Draft IS/MND will be delivered within two weeks of receipt of all comments from the District on the Internal Draft IS/MND.

Up to five copies of response to public comments will be delivered within two weeks of receipt of all comments on the Public Draft IS/MND. Up to five copies of the Final IS/MND and Mitigation Monitoring Plan will be delivered within two weeks of approval of the responses to comments.

Fee

Padre will complete the scope of work on a time and materials basis for a not-to-exceed fee of \$24,500, according to the attached 2021 Standard Fee Schedule.

*

*

*



Should you have any questions concerning our scope of work or fee, please contact me at 805/644-2220 ext. 4713 at your earliest convenience.

Sincerely,

Padre Associates, Inc.

A handwritten signature in blue ink, appearing to read "Matt Ingamells", is written over the printed name.

Matt Ingamells
Project Manager/Senior Biologist

Attachment: 2021 Standard Fee Schedule

2021 STANDARD FEE SCHEDULE

PROFESSIONAL SERVICES

Principal Professional II	\$ 210/hr
Principal Professional	\$ 180/hr
Senior Professional II.....	\$ 160/hr
Senior Professional.....	\$ 150/hr
Project Professional II.....	\$ 130/hr
Project Professional	\$ 120/hr
Staff Professional II.....	\$ 110/hr
Staff Professional.....	\$ 95/hr
Senior Technician (Non-Prevailing Wage).....	\$ 90/hr
Senior Technician (Prevailing Wage).....	\$ 95/hr
Technician (Non-Prevailing Wage)	\$ 80/hr
Technician (Prevailing Wage)	\$ 85/hr
Senior GIS/CAD Specialist.....	\$ 110/hr
GIS/CAD Specialist.....	\$ 95/hr
Drafting.....	\$ 75/hr
Word Processing/Technical Editor	\$ 80/hr

*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$425 per hour.

OTHER DIRECT CHARGES

Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
Vehicle	\$ 80/day
Photoionization Detector	\$ 120/day
Nuclear Density Gauge	\$ 85/day
Automobile Mileage.....	\$ 0.85/mile



STAFF REPORT

To: Board of Directors, Carpinteria Valley Water District (CVWD)

From: Robert McDonald, General Manager

Date: Sept 17, 2024

Subject: Authorization of Change Order #2 for the Lateral Improvement & Valve Replacement (LIVR) Project to Construct Laterals 22R, 25R, 26L, and 27R

Background

The Lateral Improvement & Valve Replacement (LIVR) Project is a critical infrastructure initiative aimed at enhancing reliability and improving the overall operational efficiency of the South Coast Conduit in the Carpinteria Reach. As part of the project, the improvement of additional laterals has been identified as prudent while the LIVR is being done.

In consultation with the Cachuma Operations Maintenance Board (COMB), it was determined that the improvement of Laterals 22R, 25R, 26L, and 27R was essential for the long-term reliability of the water system.

Fiscal Impact

The total cost of the change order is \$256,283.30. CVWD will front the cost, which will be fully reimbursed by COMB upon completion of the work. As such, there will be no net financial impact on CVWD's capital budget.

Recommendation

Staff recommends that the Board of Directors authorize Change Order #2 for the LIVR Project in an amount not to exceed \$256,284. The change order covers the construction of Laterals 22R, 25R, 26L, and 27R. The cost of the work associated with Change Order #2 will be paid by CVWD and reimbursed in full by the Cachuma Operations Maintenance Board (COMB).

Attachments:

Change Order #2

CHANGE ORDER



LIC# 416114
 DIR# 1000008320

Phone: (805) 964-8747
 Fax: (805) 964-4438

Proposal: 2022 182
Date: 9/12/2024

To:	Project:
Carpinteria Valley Water District Attn: Brian King 1301 Santa Ynez Ave Carpinteria, CA 93013	Lateral Isolation Valve Replacement Project Phase III Pricing

This duly licensed company or individual **TIERRA CONTRACTING, INC. (License No. 416114)** Hereinafter called Contractor, agrees to construct in a good and workmanlike manner for Owner, furnishing all labor, material, tools and equipment therefore, the work as noted herein for the unit prices as set for the below:

SCOPE OF WORK

COMB / CVWD – Change Order #2 - LIVR Project – Phase III

Tierra Contracting Inc. will provide all labor, material, and equipment to construct Phase III of the Lateral Isolation Valve Replacement project per the plans and Specifications dated 10/05/2021. Pricing below is updated to current material, labor and subcontractor costs as of 8/15/2024.

Item No.	Qty	Unit	Description	Unit Price	Total Cost
1	1	LS	Construct Lateral 22-R Improvements - 10" w AVR	\$52,268.94	\$52,268.94
2	1	LS	Construct Lateral 25-R Improvements - 6" w BO	\$45,487.73	\$45,487.73
3	1	LS	Construct Lateral 26-L Improvements - 8" w BO	\$49,810.74	\$49,810.74
4	1	LS	Construct Lateral 27-R Improvements - 10" w AVR	\$52,268.94	\$52,268.94
5	4	EA	Construct protective bollards at identified laterals	\$326.00	\$1,304.00
6	1	EA	Construct 6-inch water line stop	\$11,745.90	\$11,745.90
7	2	EA	Construct 8-inch water line stop	\$12,849.25	\$25,698.50
8	1	EA	Construct 10-inch water line stop	\$17,698.55	\$17,698.55

Phase III Total Cost = \$256,283.30

General Bid Excludes: Fees, Plans, Permits, Staking, Landscaping, Soil Testing, Additional Move-ins, Responsibility for damage to all unknown/unmarked existing onsite utilities, Winterization of Project (Sediment Control-Strawbale Barriers around Catchbasins), Storm Water Protection Plan, all costs associated with contaminated soil or ground water.

Acceptance:

Tierra Contracting is hereby authorized to furnish and install the above equipment and materials at the price and under the terms and conditions as set forth above:

_____ Owner

By _____ Date

TIERRA CONTRACTING, INC.

By 

BLAIR DOUGLAS



AGENDA

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

CARPINTERIA CITY HALL
5775 CARPINTERIA AVENUE
CARPINTERIA, CA 93013

Wednesday, September 25, 2024 at 5:35 p.m.

Join Zoom Meeting

<https://us06web.zoom.us/j/82799347410?pwd=s5EqRh0eF4a5SxRmxQlVLL7mjzVVvy.1>

Meeting ID: 827 9934 7410

Passcode: 024614

or

Dial by Phone: 1-669-444-9171

1. **CALL TO ORDER**
2. **PUBLIC FORUM (Any person may address the Board of Directors on any matter within its jurisdiction which is not on the agenda).**
3. **CONSENT AGENDA**
 - A. ****Minutes for the Special Meeting of the Board held on August 21, 2024**
 - B. ****Disbursement Report for August 11, 2024 – September 10, 2024**
4. **UNFINISHED BUSINESS – none**
5. **NEW BUSINESS –**
 - A. **** Consider request for refund of GSA fee paid by Simple Avo Casitas Pass LLC from FY 2023 (for action, Executive Director McDonald)**
 - B. ****Consider Resolution No. 034 Establishing a fee variance process for assessed FY 25 CGSA Fees (for action, Executive Director McDonald)**
6. **EXECUTIVE DIRECTOR REPORTS (for information) –**
 - A. ****Financials**
7. **ADJOURNMENT**

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

**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 5:00 p.m., September 22, 2024. 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.

**IIndicates attachment of document to agenda packet.



STAFF REPORT Item VII.A

From: Robert McDonald, General Manager

Prepared by: Maso Motlow, Management Analyst

For Consideration: Item VII.A. Consider update on Strategic Planning process

Background

The District's existing strategic plan is 20 years old. Current priorities are not written down in a centralized resource. This can lead to siloed work by departments and a disconnect between departmental efforts and the District's long-term needs. Given the District's limited financial and staff resources, it is important that staff's day-to-day efforts are aligned with the District's long-term needs. By updating its strategic plan, the District aligns its goals across departments and the Board in a format that supports departmental decision making.

Methods

The first step in developing the strategic plan was to gather input from staff, managers, and the Board to understand the most pressing issues and important opportunities for the District over the next 5 years. The next step was to synthesize this input into themes and categories. Next, the managers identified the most important items to address.

Results

The result is a strategic plan document that identifies the District's priorities and guides management decisions over the next five years. The contents of the strategic plan are put into a visual format that managers can reference when making decisions about departmental priorities and projects to pursue. The supporting documentation for the plan will remain available to staff so this valuable context remains a point of reference and is not forgotten.

Recommendation

N/A – This is an informational item that does not require a recommendation.

Carpinteria Valley Water District

Strategic planning as a tool for District operations

2025 – 2029 Strategic plan

9-25-2024

Cover page 2

DRAFT

Executive Summary.....3
Long-term Goals4
The next five years5
Focus Areas5
 Specific objectives9
Implementation procedures0

DRAFT

Executive Summary

Carpinteria Valley Water District's strategic plan serves as a foundational document guiding its operations and decision-making over the next five years. By establishing clear, achievable goals, this plan aligns the efforts of the District's Board of Directors, management, and staff, fostering a shared vision for the District's future.

***Mission Statement:** The Carpinteria Valley Water District's (CVWD) mission is to provide potable water to all residential, commercial and agricultural customers in the Carpinteria Valley at a reasonable cost.*

This strategic plan exists to:

- **Define the District's long-term goals:** These goals summarize high-level priorities that are relevant to the District's current needs, but will take longer than five years to achieve. These goals provide stability because they are unlikely to change when this plan is updated every five years. However, they could evolve over decades as the industry or the District's needs shift.
- **Identify the District's 5-year objectives:** These objectives will serve as the incremental steps toward achieving the long-term goals. The District should aim to achieve these objectives within the next five years to remain on track toward its long-term goals.
- **Ensure alignment and efficiency:** By unifying the efforts of all stakeholders, the plan will enhance operational efficiency and resource allocation. Because this plan is intended as a management tool, it can be referenced during planning meetings to inform management decisions.
- **Inform the public:** The plan will provide transparency and accountability by sharing the District's priorities and initiatives with the community. Documenting the District's goals will also ensure alignment between the District and its Board of Directors, who are the public's representatives.

The District's current strategic plan, developed two decades ago, has become outdated and no longer reflects the organization's evolving needs. This has resulted in fragmented efforts and a potential disconnect between departmental goals and the District's overarching mission. By updating the strategic plan, and formatting it as a management tool, the District aims to establish a centralized framework, promote alignment and collaboration among departments, and optimize resource utilization.

Long-term Goals

An individual strategic plan focuses on the next five years. Long-term goals are broader in scope, spanning multiple strategic plans, and aligning with the organization's mission and vision. They create an aligned vision of success across the District's staff, managers, and Board of Directors. Long-term goals provide an overarching framework for decision-making, resource allocation, and performance measurement, ensuring that the organization stays focused on its strategic priorities. Although specific projects, resources constraints, and funding opportunities may change from year to year, the long-term goals provide stability because they remain relevant because they represent higher-level concerns.

The District has the following long-term goals.

- Staff longevity at the District is high because the District can retain staff.
- The District has reliable information for decision making and planning.
- The District is financially healthy.
- The public understands and accepts the District's rates.
- The District has a sustainable, optimized water supply.

The next five years

Over the next five years the District will work towards achieving the goals within this plan. Staff will predominantly use the results chains documented within this plan to facilitate regular check-in on incremental progress. This plan itself has primarily two functions. First, it serves to document these results chains. More importantly, it provides the context for understanding why the strategies and goals within these results chains are relevant to the District at this point in time...

Focus Areas

Staff retention & hiring

With multiple staff potentially retiring in the next five years, it is important for the District to be able to fill those roles when they become vacant. This means the District needs to be able to hire and retain people.

Problem: Staff turnover at the District is high, especially in the O&M department, because staff get competitive offers from other districts that CVWD can't match. As a result, the O&M department is chronically understaffed.

Problem: Recently the District has had trouble finding and hiring qualified candidates to fill vacant positions in a timely manner. It has taken the District years to fill some positions which can lead to increased workloads for other staff and gaps in knowledge.

Problem: The District has a limited budget compared to its responsibilities and customer base. This can make it difficult for the District to accomplish all of its goals without overburdening staff. Because of the District's geography, its fixed costs are higher than many of its neighbors so it has limited funding for additional staff or hiring contractors.

Technology

Technology is rapidly progressing, creating opportunities for the District to evolve its systems and practices to be more efficient. AI and automation tools are rapidly becoming widely accessible, and many are affordable. The District has access to many data automation features through its existing Microsoft 365 licenses. The District is already in the process of implementing asset management software through GIS and CityWorks. Additionally, the District has functional AMI meters and Badger's Beacon portal in continually evolving to provide better AMI data for decision making.

Opportunity: New technologies for increasing work efficiency are becoming affordable and widespread. These technologies can lead to efficiency improvements with the proper staff training. However, it is important implementation of these technologies maintains cybersecurity.

Problem: The District's billing system (Incode v10) doesn't integrate well with other platforms, can be difficult to learn, and it is difficult to extract information from the system. This hinders staff's ability to get the information they need for normal operations, required reporting, and program design.

Information management

With technologies for capturing and storing information rapidly evolving, it is timely for the District to integrate these features into its procedures. As a small agency with each staff member “wearing multiple hats”, but no one person dedicated to establishing information systems, it is easy for existing procedures to evolve slowly and differ across departments. To maintain operational efficiency, which is critical for a small agency, and to facilitate knowledge transfer as staff transition and retire, it is important the District has consistent, documented, and efficient information management procedures.

Problem: Insufficient task tracking systems result in forgotten tasks, difficulty tracking task status, and a limited understanding of decisions and action items. Better task tracking will make it easier for the District to prepare information in advance of meetings, understand decisions that are made, the context of those decisions, and to track the action items related to those decisions.

Problem: Information from specific external sources is unreliable which makes it difficult for the District to do business. The District needs external agency partners to provide more consistent and transparent data on their water supply tracking and cost calculations.

Problem: Outdated or missing procedural documentation, inconsistent storage of documentation, and a lack of clear standards on creating and storing procedural documentation leads to slow onboarding, procedural differences, and knowledge loss.

Knowledge management

With multiple staff potentially retiring in the next five years, it is important to create knowledge management procedures now so that it is possible to capture knowledge from existing staff before those staff retire and the knowledge is potentially lost.

Problem: Institutional knowledge may be lost as staff who have been at the District for decades retire.

Problem: Departmental operations are siloed from each other which can lead to redundant work, difficulty implementing cross-departmental programs, and a lack of big picture understanding of District operations. Thoughtful and specific areas of redundancy may increase work efficiency and prevent knowledge loss.

Agency collaboration

Other agencies, as part of their capital projects, may require the District to spend large amounts of money which it could otherwise spend on its own capital project priorities.

Problem: Other agencies (City, County, Caltrans) force the district to spend large amounts of money and time on their capital projects. The project schedules of these other agencies may not align with the District’s priorities. If the District is better able to anticipate and schedule these projects at times that are more convenient to the District could save effort and money.

Water supply reliability

The State is pushing for more housing and several large housing projects are proposed within the District's service area. The District has recently experienced very dry periods followed by a very wet period. Given this increased demand and increased supply variability, it is important the District have a clear understanding of its management options within the next 5 years.

Problem: The District does not have enough water in extended drought conditions to meet the needs of its existing customers, and its customer base is expected to grow as more local housing is built.

Opportunity: The District needs to evolve its management procedures to reflect the new normal of extreme climate variability. The District needs a system of clear, actionable steps with defined triggers for managing to this extreme variability.

Financial management & affordability

Because the District does not operate in a silo, its budget is impacted by several very expensive fixed costs from external facilities. The District is aware of planned projects at these external facilities which could further increase these costs. It is also difficult for the District to quality check the bills these agencies generate.

Problem: Some of the District's fixed water supply costs are very high, which impacts the overall budget. Currently, the District has little control over these costs.

Problem: The District's energy costs are high and difficult to manage because the structure of charges is complex and addressing the main drivers of the charges (pumps and wells) may require operational changes.

Opportunity: The District has a complicated rate structure that is designed to meet the unique needs of two distinct types of customers. Changes that simplify this rate structure while continuing to meet the operational needs of the District and the needs of each customer class could be beneficial.

Communication & outreach

The District has outreach procedures in place and a good relationship with its customers. To maintain this, the District may need to increase its outreach when considering new regulatory pressures and rate increases associated with CAPP and other economic pressures.

Problem: The District's rates are complicated and difficult for staff and the public to understand. It is important both staff and the public are able to understand the District's rates. This will ensure that information on the District's rates and charges is readily available, correct, and understandable.

Problem: CAPP may be a significant driver of rate increases over the next couple of years. All stakeholders need to understand cost drivers associated with the CAPP and why they are reasonable and necessary.

Format of the specific objectives

The specific objectives which the District should aim to achieve over the next five years are presented within the context of the long-term goal they support, the threats and opportunities motivating the objective, and the applicable focus area.

Long-term goal

Threats motivating this goal

These are the reasons why it is important for the District to pursue this goal within the five years.

Current opportunities

These are opportunities that are currently available to the District or will be available within the next five years.

Objectives for the next 5 years

These are outcomes the District should aim to achieve within the next five years that will indicate progress toward each goal. For each goal, the relevant objectives are described in text and visualized in a results chain. In the results chain, the objectives for the next five years are the left-hand column of blue boxes, grouped by focus area.

LEGEND

STRATEGY

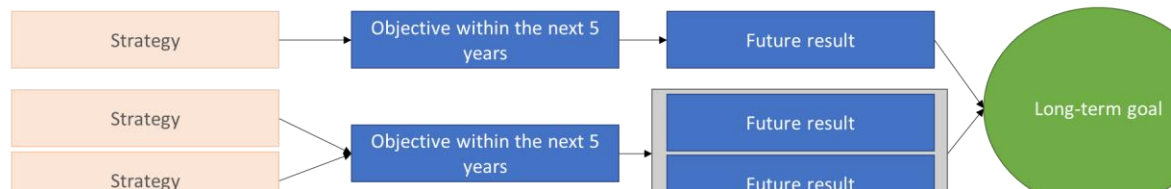
Strategies are generally too specific for this plan and will be identified by each manager, as needed. The strategies listed here serve to document potential strategies.

OBJECTIVES / FUTURE RESULTS

The District should aim to achieve the left-hand column of objectives within the next five years. The future results are likely outside the scope of what is reasonable to achieve within the next five years. Together, these are the incremental results of executing each strategy that indicate progress to the goal. The objectives/ results are grouped by focus area to enable management action.

LONG-TERM GOAL
Extends beyond the five-year time horizon of an individual strategy plan

FOCUS AREA



Long-term goal: Staff longevity at the District is high because the District can retain staff.

Threats motivating this goal

- **Staff turnover is high** because staff get competitive offers from other districts that the District can't match. As a result, the Operation & Maintenance department is chronically understaffed.
- It is **difficult for the District to quickly hire qualified candidates** to fill vacancies. This increases workloads for other staff and leads to gaps in knowledge which undermine staff retention.
- **Staff workloads are high** because of state reporting requirements, uncoordinated information management, limited staff size, and staff vacancies which can lead to staff burnout.

Current opportunities

- New **low-tech, easy to learn software tools** for data processing and automation are becoming widely available. **Large language models and other AI-powered tools** are also widely available. By starting to integrate these technologies within the next the District can make staff workloads more manageable and be an industry leader.

Objectives for the next 5 years

Staff retention & hiring

- The District has a **pipeline of potential candidates** so it can more quickly and efficiently hire new staff. This reduces the time the District is short staffed. This also reduces the chance for knowledge loss due to gaps in positions.
- The District is currently completing a salary survey. By adjusting staff salaries based on the results of the salary survey, **District salaries are competitive**, and the District is a competitive employer. Competitive salaries will help reduce turnover and retain staff.
- The District provides non-monetary incentives to retain staff, like fostering a positive work environment. **Staff value work relationships** which supports a positive work environment and reduces staff turnover.
- The District has **templates and tools that support effective performance management**. As a result, managers can efficiently support staff career development.

Technology

- The District's **enterprise system supports its operational needs** meaning that staff can efficiently access the information they need for regular operations and reporting.
- Staff have the **software and AI training** they need for their position without creating cybersecurity issues or disseminating misinformation.

Information Management

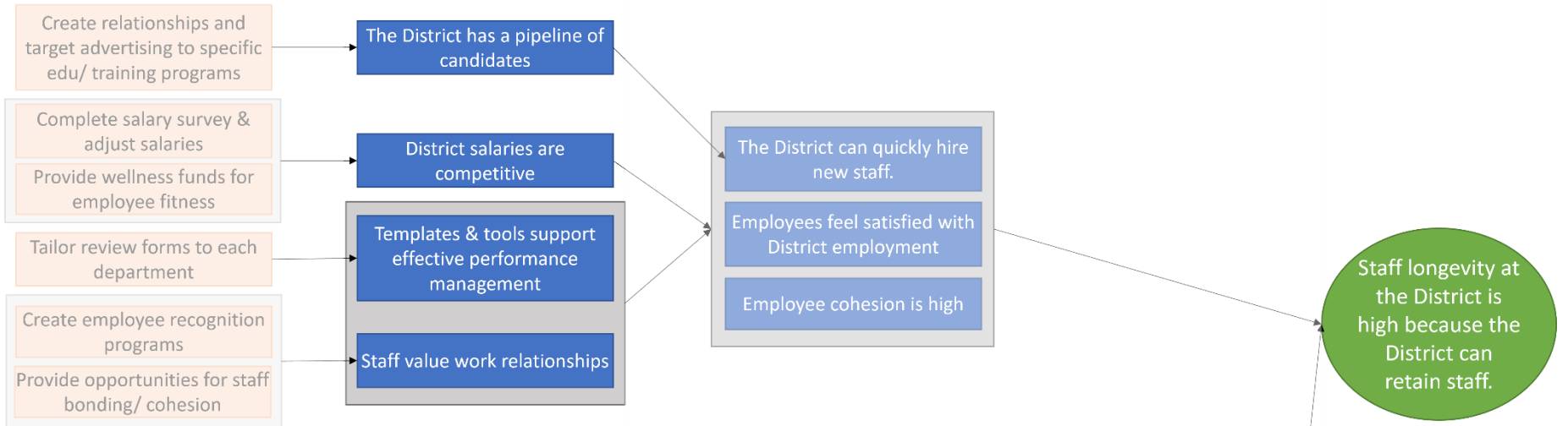
- The District has **clear and consistent procedures for information management**. Specifically, the District has procedures for task and project management; inventory, contract, and purchase order management; meeting preparation, execution, and follow-up; and assignment of new initiatives to departments. Clear and consistent information management procedures enable manageable staff workloads by increasing operational efficiency.

Knowledge Management

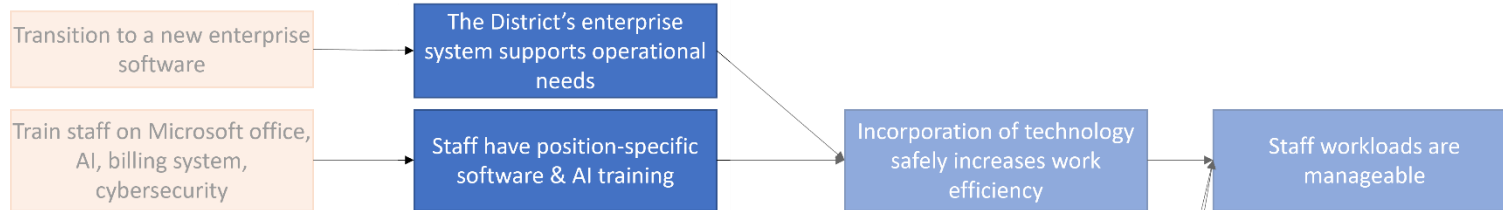
- All **departments and the Board are aligned on the District's priorities**. As a result, the District's scope is clearly defined and manageable for staff to execute.

DRAFT

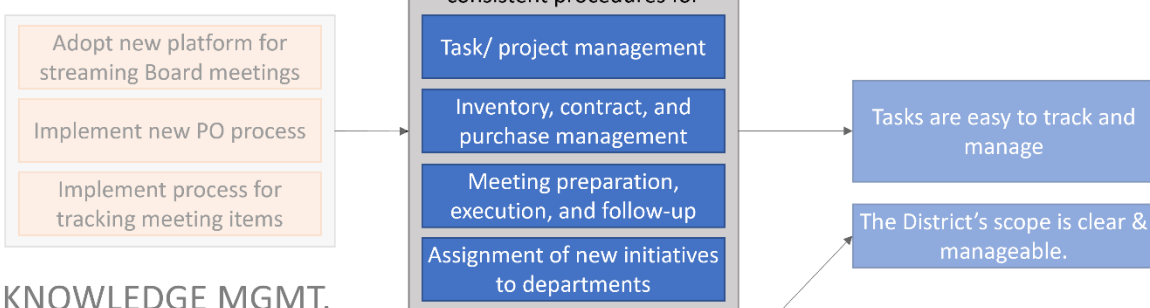
STAFF RETENTION & HIRING



TECHNOLOGY



INFO MANAGEMENT



KNOWLEDGE MGMT.



Long-term goal: The District has reliable information for decision making and planning.

Threats motivating this goal

- **Several staff may be retiring in the next five years.** It is critical that knowledge is transferred as seamlessly as possible between staff. If the institutional knowledge of existing staff is not documented before they retire, it may be lost which can increase the workloads of existing staff because they will not have the knowledge they need to plan for the future or make decisions.
- Completing required reports and planning for the future is currently time intensive because it is difficult for staff to locate and access the information they need. **Existing procedures and information are documented inconsistently across departments and platforms.**
- Additionally, **information provided by external agencies can be of poor quality.** Tacking down the issues and correcting them can be extremely time intensive for staff because the methods of external agencies are often complicated and opaque.

Objectives for the next 5 years

Information Management

- The **District has transparent, understandable information on third party billing procedures.** The District relies on information from other agencies for many aspects of its operation including its water supply use, water supply costs, and water treatment costs. As a result, the District can anticipate costs and prepare future budgets.
- The District has **clear and consistent procedures for information management.** Specifically, the District has procedures for task and project management; inventory, contract, and purchase order management; meeting preparation, execution, and follow-up; assignment of new initiatives to departments; and documentation and archiving of information. Consistent information management procedures ensure departments have the references they need to collaboratively and consistently make decisions and plan for the future.

Knowledge Management

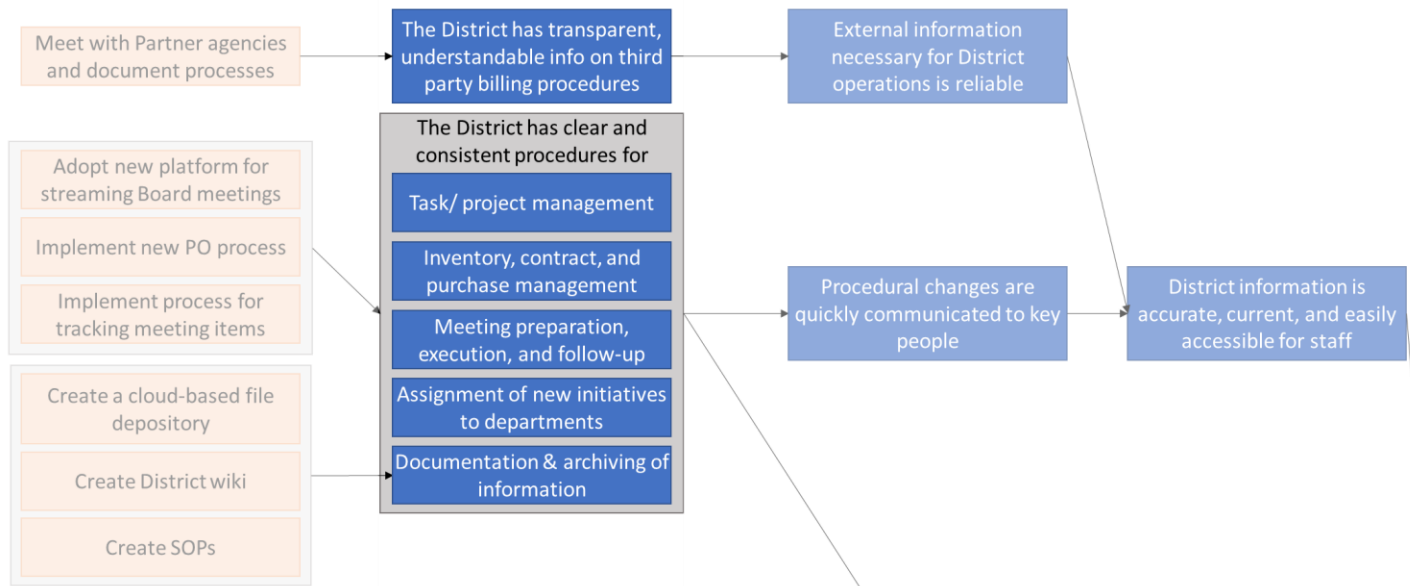
- To avoid knowledge loss as staff retire, **there is appropriate redundancy in staff knowledge & capabilities.** This proactive knowledge management supports staff

transitions and ensures the District retains the institutional knowledge that supports thoughtful decision making and planning.

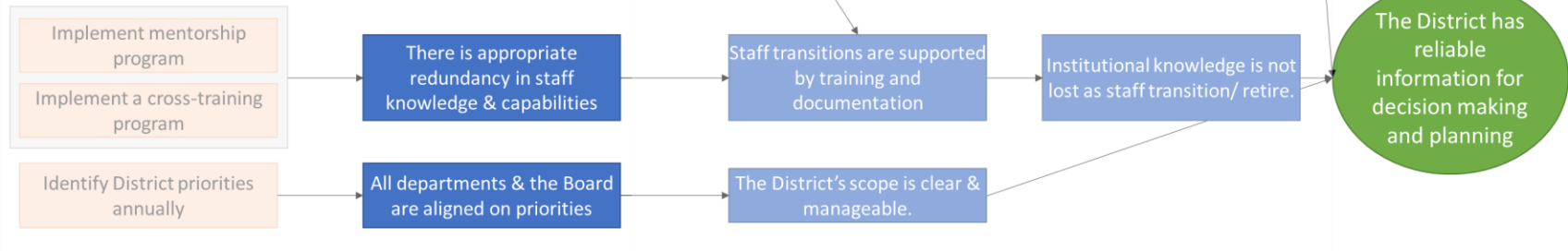
- **All departments & the Board are aligned on priorities** which enables a clearly defined set of goals and scope for the District. Decision making and planning is aligned when all departments understand the District's scope and goals.

DRAFT

INFO MANAGEMENT



KNOWLEDGE MANAGEMENT



Long-term goal: The District is financially healthy.

Threats motivating this goal

- To maintain its financial health over time as conditions change, the District needs to be proactive. With **recent inflation, extreme variability in water supply, and expensive improvement projects required by other agencies**, the District's costs are high.

Current opportunities

- The District has an opportunity to **examine its rate structure and cost collection methods** and determine whether adjustments to these methods be beneficial to the District and its customers.

Objectives for the next 5 years

Agency Collaboration

- The **District can anticipate capital costs required by other agencies**. By understanding anticipated capital costs from other agencies, the District can plan its capital budget to meet its own needs as well as its capital project obligations to other agencies.

Financial Management & Affordability

- **The District has a strategy for managing fixed water supply costs**. As a result, it is able to reasonably predict these costs when budgeting and can cover these costs while maintaining bill affordability.
- **The District has a plan for managing energy costs**. This plan may identify modifications to the District's operations, its energy plan, or similar changes that could enable the District to reasonably reduce its energy costs.
- **The District has decided whether to adjust its rate structure**. Based on this decision, and the information considered to make this decision, the District can be confident that its rates and charges are best structured to maintain affordability, financial health, and customer equity.

AGENCY COLLABORATION

Develop better Cater JPA representation to protect the District

Meet regularly with local agencies

The District can anticipate capital costs required by other agencies.

The District's capital budget is sufficient to cover important capital investments.

FINANCIAL MANAGEMENT & AFFORDABILITY

Develop ways to offset water supply expenses.

Develop onsite and local energy solutions to mitigate energy charges

Investigate a rate mgmt. fund for water supply costs and/or shifting fixed costs from monthly water bill to tax roll

The District has a strategy for managing fixed water supply costs.

The District has a plan for managing energy costs

The District has decided whether to adjust its rate structure

Water supply costs are less unpredictable.

Energy costs are reduced.

The District's rate structure remains equitable for both user classes

The District is financially healthy

Long-term goal: The public understands and accepts the District's rates.

Threats motivating this goal

- The District has **complicated rates** which are difficult for the public and staff to understand which can lead to unnecessary confusion and frustration.

Current opportunities

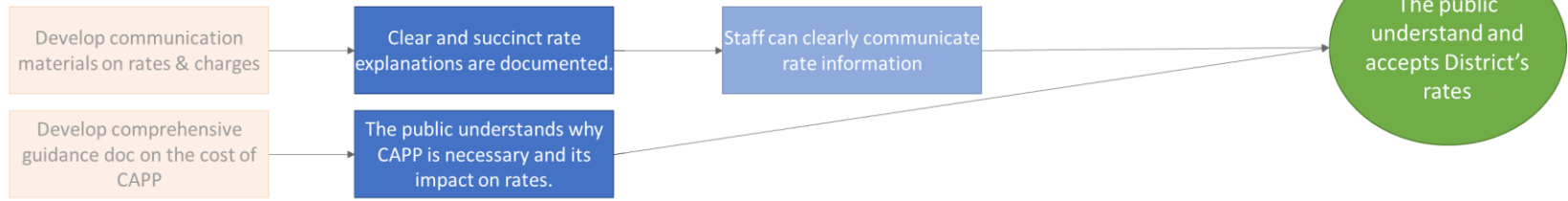
- **Proactive messaging** to maintain lines of communication between the District and the public can avoid issues that stem from a lack of communication. Proactive communication about water quality, rate changes, and capital projects can generate support and understanding for these initiatives.

Objectives for the next 5 years

Communication & outreach

- **Clear and succinct rate explanations are documented.** Once the District has easily understandable documentation that staff and the public can easily reference, both staff and the public can quickly and easily understand the District's rates.
- With proactive communication, **the public understands why CAPP is necessary and its impact on rates.** If sufficient documentation is provided to customers so they understand why the District is making particular investments, the public is more likely to support those investments.

COMMUNICATION & OUTREACH



Long-term goal: The District has a sustainable, optimized water supply.

Threats motivating this goal

- **Problem:** The District has recently experienced very dry periods followed by a very wet period. This **increased supply variability** makes both long-term and short-term management difficult.
- **Problem:** The State is pushing for more housing and several large housing projects are proposed within the District's service area yet the **District does not have enough water in extended drought conditions to meet the needs of its existing customers, and its customer base is expected to grow** as more local housing is built. Purchasing supplemental water in extended drought and other water supply augmentation options are expensive.

Current opportunities

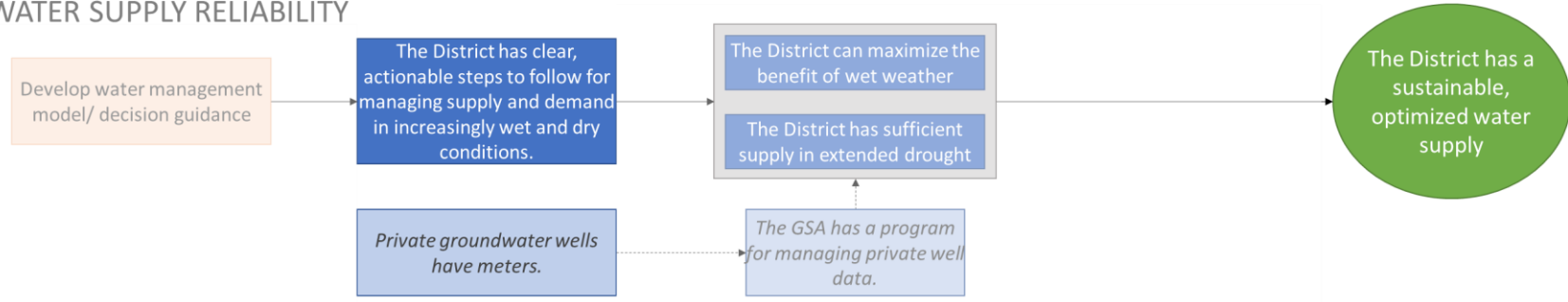
- **Opportunity:** The District has an opportunity to **evaluate its supply management options** and make a plan to address extremely variable conditions.

Objectives for the next 5 years

Water supply reliability

- **The District has clear, actionable steps to follow for managing supply and demand in increasingly wet and dry conditions.** Once it identifies these steps, the District can quickly make decisions that maximize the benefit of surplus supply in wet conditions and that maximize the cost-effectiveness and longevity of supplies in extended drought conditions.

WATER SUPPLY RELIABILITY



Implementation procedures

To maintain alignment among stakeholders (staff, managers, and the Board) on the District's priorities and how to reach them, it is important to regularly refer to this plan. To support regular progress towards the goals of the strategic plan, the District will integrate the strategic plan into its regular operations.

Meetings

The District has the following standing, recurring meetings for its staff, managers, and Board of Directors. This plan is not proposing to create additional meetings that will increase staff workloads. Instead, management of the objectives and goals within this plan should be integrated into the District's existing meetings.

Manager meetings

Managers refer to the objectives relevant to their individual departments and discuss when to pursue the objective and what strategies to employ. By referencing this strategic plan, its results chains, or supporting materials during these meetings, the managers can remain aligned on the District's goals and consider how their current projects support each objective when deciding what to prioritize and how to allocate resources.

Staff meetings

During staff meetings, everyone refers to a task tracking list. The District can modify this list to include a column that indicates how each task relates to a goal and objective of the strategic plan. This will help the District understand whether its current efforts align with its strategic goals and it will help align the staff's understanding of the District's goals.

Board of Director meetings

When District managers feel they have achieved one of the objectives of the strategic plan they can communicate this information to the Board of Directors so it is aware of the District's progress towards its goals.

KPI tracking

Each manager is responsible for identifying KPIs and metrics to track progress towards each of their objectives. This plan does not identify KPIs or metrics because the best tracking metric to use may change based on when a manager pursues an objective and what software, tools, and staff capacity are available. Additionally, the strategic which a manager selects to pursue an objective may dictate which metric is best to track progress.



STAFF REPORT Item VII.B

From: Robert McDonald, General Manager

Prepared by: Maso Motlow, Management Analyst

For Consideration: Item VII.B. Consider California Water Data Summit presentation on Process Automation

Background

To meet external reporting requirements and internal planning needs, the District needs reliable and timely data. Historical practices for managing these data are time consuming and rely heavily on manual data entry which can lead to human error. Given that the District has a small staff compared to its workload, it is important that practices for tracking and reporting data are efficient and consistent.

The District developed a data pipeline to automatically collect, transform, and visualize its data using the monthly water supply report as a test case. This data pipeline reduces staff time to produce the monthly water supply report and to improve the quality of the data.

Staff presented this solution at the California Water Data Summit conference hosted by the California Data Collaborative on August 15th, 2024. Maso Motlow, Analyst, will present her talk from the conference to demonstrate the District's solution and highlight why it is necessary.

Recommendation

N/A – This is an informational item that does not require a recommendation.



STAFF REPORT Item VII.C

From: Robert McDonald, General Manager

Prepared by: Maso Motlow, Management Analyst

For Consideration: Item VII.C. Consider proposed Intensification Methods and Outreach Plan

Background

Intent to serve applications

When the District receives applications for intent to serve letters it is an indication the applicant may be proposing to significantly change their parcel's characteristics. These changes may intensify the water demand of the parcel. In times of extended drought, the District may need to purchase additional water supplies to meet the increased water demand of the parcel. Before issuing an Intent to Serve Letter, the District must determine the expected intensification on the parcel. To ensure the District has sufficient funds to provide this additional water, it will pass the cost on to the applicant in the form of a water supply impact fee.

Allocations

The District has adopted an allocation program which provides each individual customer a unique allocation. These allocations represent efficient water use for each account based on the parcel's characteristics (e.g. amount of irrigated landscape and number of dwelling units). For the purpose of determining water use intensification, allocations will represent baseline water use. The proposed water use of a development or redevelopment project above its baseline allocation will be considered intensification.

Water supply impact fees

After the District adopts specific methods for calculating water use intensification, it will go through the process of developing the water supply impact fee. The water supply impact fee will be a \$/acre-foot charge for each acre-foot of water use intensification. Payment of the impact fee will be a condition of the applicant's intent to serve letter.

Method

Refer to the *Document Summary* and *Allocation Program website content* documents to understand how the following topics are incorporated into the District's program documentation.

Revisions to the Allocation Program

The District is proposing several modifications to the existing allocation program methodology.

- 1) Revise the methodology to provide an allocation for existing District meters with no historical use.
- 2) Add language describing when the District will consider revising an existing allocation.
- 3) Add language describing how the District will update individual meter allocations as a result of development or redevelopment projects.

Plan for public outreach

The District intends to engage the public to get feedback on the proposed methods for calculating intensification. The public outreach plan describes the meetings and media the District will use to communicate with the public on this topic.

Documentation of the intensification calculation methodology

The District has documented the proposed methods for calculating water use intensification resulting from development and redevelopment projects. Current methods reflect industry best practices and available data.

Recommendation

N/A – This is an informational item that does not require a recommendation.

Revision of allocation methods to provide allocation for existing meters with zero historical use

	Topic	Reference Document	Final location of content
1	Methods for calculating allocations	<ul style="list-style-type: none"> Allocation calculation methods summary 	Text on allocation page of website
2		<ul style="list-style-type: none"> Ordinance #####_Allocation Program 	Uploaded to website

New document describing how to update allocations when there is intensification

3	Allocations for new development and redevelopment projects	<ul style="list-style-type: none"> Allocation updates after development and redevelopment projects 	Text on allocation page of website & linked document
---	--	---	--

Plan for engaging the public in adoption of the intensification calculation methods

4	Public participation	<ul style="list-style-type: none"> Public participation website table 	Text on allocation page of website
		<ul style="list-style-type: none"> Public participation plan 	Text on allocation page of website

New documents describing when the District will consider revising allocations

5	Rules for allocation revisions	<ul style="list-style-type: none"> Revisions proposed website text 	Website text
6		<ul style="list-style-type: none"> Allocation revision request form 	Linked on website (appeals section)

New documents describing the methods for calculating intensification

7	Water supply impact fee summary	<ul style="list-style-type: none"> Impact fee Intensification method website content 	Website text (development section)
8	Intensification calculation method	<ul style="list-style-type: none"> Ordinance #####_Intensification methodology 	Ordinance



Carpinteria Valley Water District



Allocation Program

Home / Your Water / Supply & Facilities / Allocation Program

CVWD is developing individualized allocations, also called water budgets, for each customer. Think of **your allocation as a guideline for efficient water use** based on your parcel's unique characteristics.

In addition to acting as a water use guideline for customers, this Allocation Program is also an important water supply and demand planning tool for CVWD.

Look up your individually calculated allocation [here](#).

Calculation Methods by Account Type



Single-family residential, Multi-family residential, Master meter residential



- Indoor allocation (HCF per month) = Dwelling Units x 2.65 people x 55 Gallons Per Capita Day x number of days in month ÷ 748
- Outdoor allocation (HCF per month) = Evapotranspiration (ET) x Irrigated Area x ET Factor x 0.62 ÷ 748

Indoor Allocation Notes

- One hundred cubic feet (HCF) is equal to 748 gallons.
- The District uses the 2020 Census estimate of 2.65 people per dwelling unit.
- The District uses the State's expectation of efficient indoor water use per person.

Outdoor Allocation Notes

- The District uses monthly ET values from the California Irrigation Management Information System (CIMIS) Santa Barbara Station.
- Irrigated areas are based on aerial imagery analysis using aerial imagery from 2020.
- The District uses Plant Factors (also called ET factors) to represent efficient water demand of the landscape. Residential landscapes receive a plant factor of 0.55 (new construction) 0.65 (old construction) according to the State's water use efficiency guidance.
- The conversion factor from inches to gallons is 0.62.
- One hundred cubic feet (HCF) is equal to 748 gallons.

[Residential Worksheet to Estimate Allocation](#)

Landscape irrigation	+
Commercial, Industrial, Public Authority*	+
Parks and school fields	+
Agriculture	+

Allocations for New Developments and Redevelopment Projects



{New text is added here}


FAQs

What is an allocation?	+
What if my monthly water use exceeds my allocation?	+
What if I think my allocation is wrong?	+
Will my allocation change over time?	+
How will my allocation change my water bill? Will there be any new fees or charges associated with my allocation?	+
How will my water efficient landscaping impact my allocation?	+
Will I get credit for my vegetable garden, livestock, or hobby farm?	+
Will my neighbor know my allocation?	+
I don't want CVWD to have aerial imagery of my property.	+
Why does CVWD need an allocation program?	+
Are there guidance documents for the allocation program.	+



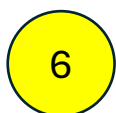
Participate in program development

CVWD is currently developing the methodology for calculating allocations. You can help shape these methods by attending upcoming meetings.

Date	Time	Meeting Topic	Link to Meeting/Recording	Materials
04/18/2023	4:00 PM	Understand Program Concepts	Video	Presentation Slides
5/31/2023	5:30 PM	Provide Feedback on Proposed Calculation Methods	Zoom Meeting  Meeting ID: 810 9674 9031 Passcode: 661052 +1 669 444 9171 US	Presentation Slides
10/25/2023	5:30 PM	Public Hearing	Zoom Meeting Meeting ID: 899 4497 8498 Passcode: 989183 +1 669 444 9171 US	

Allocation revisions

{New text is added here}





Engineering and Development


[Home](#) / [About](#) / [Engage](#) / [Doing Business](#) / [Engineering and Development](#)

This page contains information for developers looking to connect with the District's water delivery system and contractors interested in standards details.

Letter of Intent to Serve

To process an application with the County of Santa Barbara Planning & Development Department or with the City of Carpinteria Community Development Department, applicants must obtain a letter of Intent to Serve from the District. The Request for Letter of Intent to Serve Form linked below must be completed and submitted to the District. After completing the fill-able PDF form, save or print it for your records. Mail the completed printed form to Carpinteria Valley Water District attention: Engineering at 1301 Santa Ynez Ave, Carpinteria, CA 93013, or email the completed PDF form to info@cvwd.net.

- [Request for Letter of Intent to Serve Form](#)

The Water Use Classification of Landscape Species for the Carpinteria area are available below in both PDF and Excel formats for your convenience. Click [here](#)  for the entire WUCOLS database.

- [WUCOLS for Carpinteria, Region 3 - PDF](#)
- [WUCOLS for Carpinteria, Region 3 - Excel](#)

{New paragraph about conditions in intent to serve letter}

7

Water Supply Impact Fees

{New section with intensification calculation methods}

8

Development Review

The District requires the following plans be submitted as part of its Development Review process for comments: Site, Utility, Grading, and Landscape. Submit plans to the Engineering Department by mail to Carpinteria Valley Water District attention: Engineering at 1301 Santa Ynez Ave, Carpinteria, CA 93013 or email to info@cvwd.net. The plans are used to evaluate district infrastructure connections and sizing for proposed development requirements.

Standard Drawings

Standard drawings for construction of Carpinteria Valley Water District facilities are revised periodically to reflect changes in available equipment and industry standards. For questions or comments please contact the Engineering Department at (805) 684-2816 or via [email](#).

- [CVWD Standard Plans](#)

Allocation calculation methods by type of water user

Single-family residential, Multi-family residential, Master meter residential

Indoor allocation (HCF per month)

$$= \text{ Dwelling Units } \times 2.65 \text{ people } \times 55 \text{ Gallons Per Capita Day } \times \text{ number of days in month } \div 748$$

Indoor Allocation Notes

- One hundred cubic feet (HCF) is equal to 748 gallons.
- The District uses the 2020 Census estimate of 2.65 people per dwelling unit.
- The District uses the State's expectation of efficient indoor water use per person.

Outdoor allocation (HCF per month)

$$= \text{ Evapotranspiration (ET) } \times \text{ Irrigated Area } \times \text{ Plant Factor } \times 0.62 \div 748$$

Outdoor Allocation Notes

- The District uses monthly ET values from the California Irrigation Management Information System (CIMIS) Santa Barbara Station.
- Irrigated areas are based on aerial imagery analysis using aerial imagery from 2020.
- The District uses Plant Factors (also called ET factors) to represent efficient water demand of the landscape. Residential landscapes receive a plant factor of 0.55 (new construction) 0.65 (old construction) according to the State's water use efficiency guidance.
- The conversion factor from inches to gallons is 0.62.
- One hundred cubic feet (HCF) is equal to 748 gallons.

Landscape irrigation

Outdoor allocation (HCF per month)

$$= \text{ Evapotranspiration (ET) } \times \text{ Irrigated Area } \times \text{ Plant Factor } \times 0.62 \div 748$$

Outdoor Allocation Notes

- The District uses monthly ET values from the California Irrigation Management Information System (CIMIS) Santa Barbara Station.
- Irrigated areas are based on aerial imagery analysis using aerial imagery from 2020.
- The District uses Plant Factors (also called ET factors) to represent efficient water demand of the landscape. Residential landscapes receive a plant factor of 0.8 according to the State's water use efficiency guidance.
- The conversion factor from inches to gallons is 0.62.
- One hundred cubic feet (HCF) is equal to 748 gallons.

Commercial, Industrial, Public Authority*

Monthly allocation (HCF per month) = average historical water consumption

Allocation Notes

- **School fields and city parks classified as public authority accounts are treated as landscape irrigation accounts for the purpose of calculating an allocation.*
- *Historical water consumption is based on water use from 2017-2022.*

Parks and school fields

Outdoor allocation(HCF per month)

= Evapotranspiration (ET) x Irrigated Area x Plant Factor x Conversion Factor

Outdoor Allocation Notes

- *The District uses monthly ET values from the California Irrigation Management Information System (CIMIS) Santa Barbara Station.*
- *Irrigated areas are based on aerial imagery analysis using aerial imagery from 2020.*
- *The District uses Plant Factors (also called ET factors) to represent efficient water demand of the landscape. Residential landscapes receive a plant factor of 0.8 according to the State's water use efficiency guidance.*
- *The conversion factor from inches to gallons is 0.62.*
- *One hundred cubic feet (HCF) is equal to 748 gallons.*

Agriculture

Monthly allocation (HCF per month) = average historical water consumption

- *Historical water consumption is based on water use from 2017-2022.*

Inactive accounts

Inactive accounts are existing District meters without 12 consecutive months of water use in the past ten years. Inactive accounts with the agricultural, commercial, industrial, or institutional customer class will receive an allocation of half the average water use of the corresponding customer class and meter size. The calculation of average water use is based on calendar years 2017-2022.

Parcels with no District water meter

Parcels with no District meter will have an allocation of zero. Allocations are intended to represent reasonable metered demand and these parcels have no meter.

ORDINANCE NO. ##-#
AN ORDINANCE OF THE BOARD OF DIRECTORS OF
CARPINTERIA VALLEY WATER DISTRICT
ADOPTING AND ESTABLISHING A METHODOLOGY
FOR THE CALCULATION OF INITIAL WATER ALLOCATIONS

WHEREAS, the purpose of these allocations is to enable compliance with the State of California's Water Use Efficiency legislation which sets water use expectations for residential and landscape water use within Carpinteria Valley Water District (District); and

WHEREAS, another purpose of these allocations is to enable the District to consistently and responsibly respond to Applications for Intent to Serve Letters through land use-based estimates of water demand; and

WHEREAS, another purpose of these allocations is to more efficiently target conservation efforts to customers who exceed their account-specific allocation; and

WHEREAS, another purpose of these allocations is to support supply and demand planning and budgeting; and

WHEREAS, the District has reviewed the calculation methods published by the State and the methods of other water districts for calculating water use allocations, and prepared and presented data concerning the appropriate methodology for calculating the allocations, including the following documentation:

1. "Model Documentation for Allocation Program", dated August 23, 2023 ("Methods 1"), which describes the data sources, computational steps, and decisions within the model to calculate account-specific allocations.
2. "Allocation Calculation Methods Summary", dated September 13, 2023 ("Methods 2"), which summarizes the formulas used to calculate allocations for each customer class.

WHEREAS, Methods 1 and 2 were presented at the public Board meeting on September 13, 2023 and included in the board packet available for public inspection and review prior to this public hearing and notice was given in compliance with Government Code Section 66016(a); and

WHEREAS, a public hearing, noticed pursuant to Government Code Section 6066, was held at a regularly scheduled meeting of the Board; and

WHEREAS, after considering Methods 1 and 2, the analysis as referenced hereinabove, and the testimony received at the public hearing, the Board approves said methods, and incorporates methods 1 and 2 herein, and further finds that the initial allocation methodologies set forth in Studies 1 and 2 are reasonable.

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

Allocations shall be calculated based on customer account class as described below.

Single-family residential, Multi-family residential, Master meter residential account allocations are based on the characteristics of the account and the land use of the associated parcel.

- a. Indoor allocation. Based on the number of dwelling units associated with the account in the District's billing system and the State of California's formula and factors for determining expected water use per dwelling unit.

$$\text{Indoor allocation (HCF per month)} = \frac{\text{Dwelling Units} \times 2.65 \text{ people} \times 55 \text{ Gallons Per Capita Day} \times \text{number of days in month}}{748}$$

- I. The indoor allocation uses the following data.

- i. One hundred cubic feet (HCF) is equal to 748 gallons.
- ii. The District uses the 2020 Census estimate of 2.65 people per dwelling unit.
- iii. The District uses the State's expectation of efficient indoor water use per person.

- b. Outdoor allocation. Based on the irrigated area on the parcel according to the District's aerial imagery survey and the State of California's formula and factors for determining expected water use per irrigated square foot.

$$\text{Outdoor allocation (HCF per month)} = \frac{\text{Evapotranspiration (ET)} \times \text{Irrigated Area} \times \text{Plant Factor} \times 0.62}{748}$$

- II. The outdoor allocation uses the following data

- i. The District uses monthly ET values from the California Irrigation Management Information System (CIMIS) Santa Barbara Station.
- ii. Irrigated areas are based on aerial imagery analysis using aerial imagery from 2020.
- iii. The District uses Plant Factors (also called ET factors) to represent efficient water demand of the landscape. Residential landscapes receive a plant factor of 0.55 (new construction) 0.65 (old construction) according to the State's water use efficiency guidance.
- iv. The conversion factor from inches to gallons is 0.62.
- v. One hundred cubic feet (HCF) is equal to 748 gallons.

Landscape irrigation accounts

- a. Outdoor allocation. Based on the irrigated area on the parcel according to the District's aerial imagery survey and the State of California's formula and factors for determining expected water use per irrigated square foot.

*Outdoor allocation (HCF per month) =
Evapotranspiration (ET) x Irrigated Area x Plant Factor x 0.62 ÷ 748*

- I. The outdoor allocation uses the following data
 - i. The District uses monthly ET values from the California Irrigation Management Information System (CIMIS) Santa Barbara Station.
 - ii. Irrigated areas are based on aerial imagery analysis using aerial imagery from 2020.
 - iii. The District uses Plant Factors (also called ET factors) to represent efficient water demand of the landscape. Landscape accounts receive a plant factor of 0.8 according to the State's water use efficiency guidance.
 - iv. The conversion factor from inches to gallons is 0.62.
 - v. One hundred cubic feet (HCF) is equal to 748 gallons.

Commercial, Industrial, Public Authority* accounts

- a. Total allocation. Based on historical water use. Within the context of the Water Use Efficiency regulations, the State of California does not specify a formula for determining indoor or outdoor water use for commercial, industrial, or public authority accounts.

Monthly allocation (HCF per month) = average historical water consumption

- I. The allocation uses the following data
 - i. *School fields and city parks classified as public authority accounts are treated as landscape irrigation accounts for the purpose of calculating an allocation.
 - ii. Historical water consumption is based on water use from 2017-2022.

Parks and school fields accounts

- a. Outdoor allocation. Based on the irrigated area on the parcel according to the District's aerial imagery survey and the State of California's formula and factors for determining expected water use per irrigated square foot.

*Outdoor allocation (HCF per month) =
Evapotranspiration (ET) x Irrigated Area x Plant Factor x Conversion Factor*

- I. The outdoor allocation uses the following data

- i. The District uses monthly ET values from the California Irrigation Management Information System (CIMIS) Santa Barbara Station.
- ii. Irrigated areas are based on aerial imagery analysis using aerial imagery from 2020.
- iii. The District uses Plant Factors (also called ET factors) to represent efficient water demand of the landscape. Residential landscapes receive a plant factor of 0.8 according to the State's water use efficiency guidance.
- iv. The conversion factor from inches to gallons is 0.62.
- v. One hundred cubic feet (HCF) is equal to 748 gallons.

Agriculture accounts

- a. Total allocation. Based on historical water use. Within the context of the Water Use Efficiency regulations, the State of California does not specify a formula for determining indoor or outdoor water use for agricultural accounts.

Monthly allocation (HCF per month) = average historical water consumption

- I. The allocation uses the following data

- i. Historical water consumption is based on water use from 2017-2022.

Accounts with no meter or no historical use/inactive accounts

Inactive accounts are existing District meters. Accounts or parcels with no District water meter, or without 12 consecutive months of water use in the past ten years. Inactive accounts with the agricultural, commercial, industrial, or institutional customer class will receive an allocation of half the average water use of the corresponding customer class and meter size. The calculation of average water use is based on calendar years 2017-2022.

Parcels with no District water meter

Parcels with no District meter will have an allocation of zero. no historical use on a District water meter will have an allocation of zero. Allocations are intended to represent reasonable metered demand and these accounts or parcels have no metered demand from the District meter.

The District uses a separate methodology referred to as "Demand Credits" to identify a reasonable water use expectation for these accounts or parcels. Instead of an allocation, the District assigns these accounts a Demand Credit. Like allocations, Demand Credits are based on the land use characteristics of the parcel and similar accounts. As data are available, the District uses the following data sources to calculate Demand Credits.

- City or County zoning designations
- Parcel size
- Meter size

- Account class

Allocation revisions

Customers may request the District review allocations for accounts with at least six months of water use history. The District will consider revising allocations for the following:

- 1) The number of people residing in the dwelling unit(s) associated with the account average more than 2.65 people per residence AND as a result, the account is regularly exceeding its allocation.
- 2) The customer suspects the aerial imagery analysis incorrectly assessed the landscaping on their parcel because their allocation is too low to reasonably reflect the irrigated area on the parcel. As a rule of thumb, each 1000sqft of irrigated area is allocated 2-3 HCF per month.
- 3) There are multiple meters on the parcel and the customer suspects that the total landscape area for the parcel was not divided among the meters in a way that reflects actual water use because one or more accounts is regularly exceeding its allocation.
- 4) Projects which received new or updated allocations through an intent to serve letter may request an adjustment to the way the total allocation for their development was apportioned across meters after those meters have been in use at least 6 months. Note the total allocation cannot be altered in this case, only the way the allocation is divided among the individual accounts associated with the development.

To request revision of an existing allocation, an authorized user of the account should submit the appeals form to the District. The District will review the information and may adjust the allocation, at the General Manager's discretion.

BE IT FURTHER ORDAINED:

1. The above recitals are true and correct and are incorporated herein as though set forth in full.
2. By the adoption of this Resolution account-specific initial allocations will be determined using the methodology described.
3. Such allocation will, at this time not be associated with any fees or charges.
4. Any fees or charges associated based on account-specific initial allocations shall be separately adopted by Resolution or Ordinance by the Board.
5. The Allocation Methodology is effective upon adoption and shall continue until changed by action of the District Board.

BE IT FURTHER ORDAINED that this Ordinance shall take effect on ##### ##, 2024 by roll call as follows:

AYES:
NAYES:
ABSENT:
ABSTAIN:

PASSED AND ADOPTED by the Board of the Carpinteria Valley Water District this ##th day of #####, 2024

APPROVED:

Case Van Wingerden, President

ATTEST:

Lisa Silva, Board Secretary

{website text}

Allocations for New Developments and Redevelopment Projects

Development and redevelopment projects which pay an intensification fee in association with their intent to serve letter receive an updated, or new allocation for each meter associated with the project.

The District will use the water demand calculations submitted by the project applicant to proportion the total allocation to each water meter. Alternatively, the applicant can specify how the total allocation should be divided among each water meter.

See the detailed guidance document for specifics. {link to guidance document}

{Linked document}

Allocations for New Developments and Redevelopment Projects

Development and redevelopment projects which pay an intensification fee in association with their intent to serve letter receive an updated, or new allocation for each meter associated with the project.

This document describes how the District uses the water demand calculations submitted by the project applicant to proportion the total allocation to each water meter. The District always reserves the right to adjust allocations.

1. Establish the indoor residential allocations

If there are any residences on the parcel, the total allocation is first distributed to the residential meters to ensure there is sufficient supply for indoor residential water use. The allocation for each residence is based on the number of dwelling units (not counting ADUs or JADUs) each meter serves.

Example: A project is intensifying a parcel's water use from 5AF to 17AF.

The project includes 100 new high density residential units. The water use estimate the project developer provided to the District uses the City of Santa Barbara's water demand factors to estimate indoor water use. The water demand factor for multi-family residential apartments is 0.15 AFY/ dwelling unit. Therefore, the total indoor residential water demand is 15AFY.

The project's 100 residential units are spread across 5 buildings with 20 residential units in each building. Each of the 5 buildings has a 1" meter serving the residences.

Each of the 5 meters get an allocation of 3AF (0.15AFY/dwelling unit * 20 dwelling units).

		Total project allocation	17 AFY
Meter Size	What is meter serving	Allocation per meter	
1"	Indoor use for 20 multi-family dwelling units	0.15AFY * 20 DW = 3AF	
1"	Indoor use for 20 multi-family dwelling units	0.15AFY * 20 DW = 3AF	
1"	Indoor use for 20 multi-family dwelling units	0.15AFY * 20 DW = 3AF	
1"	Indoor use for 20 multi-family dwelling units	0.15AFY * 20 DW = 3AF	
1"	Indoor use for 20 multi-family dwelling units	0.15AFY * 20 DW = 3AF	
		Remaining Allocation	2 AFY

2. Establish the indoor commercial allocations

If there is any indoor commercial use on the parcel, the allocation is then distributed to the meters serving indoor commercial use. If there are multiple commercial uses and/or multiple commercial meters, there are two options for assigning the allocation to each meter.

- 1) The developer can specify the allocation for each meter, or
- 2) The District can assign end uses to each meter and divide the water use accordingly.

After determining the allocation for the indoor residential water use, the remaining allocation is 2AFY (17AFY total – 15AFY indoor residential allocation).

The project has a 1” meter serving a 2000sqft gym and a 2000sqft clubhouse. The established water demand factor for both gyms and club houses is 0.39AFY/ 1000SQFT. Therefore, the total commercial water use of the project is 1.59AFY.

		Remaining Allocation	2 AFY
Meter Size	What is meter serving	Allocation per meter	
1”	Indoor use gym	$0.39\text{AFY} / 1000\text{sqft} * 2 = 0.78\text{AFY}$	
	Indoor use for club house	$0.39\text{AFY} / 1000\text{sqft} * 2 = 0.78\text{AFY}$	
		Remaining Allocation	0.44 AFY

3. Establish the outdoor landscaping allocations

If there is common area landscaping on the parcel, but no private landscaping, the remaining allocation is then distributed to the meter(s) serving the common area landscaping.

If there is one meter serving the common area landscaping, then all outdoor water use is attributed to that meter. If there are multiple meters serving the common area landscaping, then the applicant has two options.

- 1) The applicant can specify the allocation for each meter, or
- 2) The District can proportion the total landscape use between the meters based on the sqft of landscaping. This assumes the same water use efficiency between the two meters.

This project example has common area landscaping and private landscaping so skip to the next section.

If there is common area landscaping served by one or more landscape meters and private landscaping served by residential, or commercial meters, the there are two options

- 1) The applicant can specify what allocation to apply to the common area landscape meter vs each individual residential meter.
- 2) The District can proportion the total landscape use between the meters based on the sqft of landscaping. This assumes the same water use efficiency between all meters.

The project has 22,500sqft of landscaping (10,000sqft of common area landscaping and 12,500sqft of private landscaping). The MWELo provided by the project estimates the total water use of the landscaping is 0.44 AFY.

The project has 1 irrigation meter for the common area landscaping (10,000 sqft). The private landscaping (12,500 sqft) is served by the residential meters.

There are 5 residential buildings, each with a master meter. Since each building has the same number of residential units and the same size meter, assume each building has the same sqft of private landscaping. Therefore, each building has 2,500 sqft of private landscaping.

Proportion the total outdoor water use (0.44 AFY) to the landscaping meters and each residential master meter based on the sqft of landscaping associated with each meter.

		Remaining Allocation 0.44 AFY
Meter Size	What is meter serving	Allocation per meter
1"	Common area landscaping	$(10,000\text{sqft}/22,500) * 0.44 = 0.2\text{AF}$
1"	Residential master meter (building with 10 units)	$(2,500\text{sqft}/22,500) * 0.44 = 0.048\text{AF}$
1"	Residential master meter (building with 10 units)	$(2,500\text{sqft}/22,500) * 0.44 = 0.048\text{AF}$
1"	Residential master meter (building with 10 units)	$(2,500\text{sqft}/22,500) * 0.44 = 0.048\text{AF}$
1"	Residential master meter (building with 10 units)	$(2,500\text{sqft}/22,500) * 0.44 = 0.048\text{AF}$
1"	Residential master meter (building with 10 units)	$(2,500\text{sqft}/22,500) * 0.44 = 0.048\text{AF}$
		Remaining Allocation 0 AFY

4. Add up the total allocation for each meter

Add the indoor and outdoor allocations associated with each meter for the project. The total across all meters must sum to the total allocation for the project.

In this example, the project has five residential master meters, one commercial meter, and one landscaping meter.

Meter Size	What is meter serving	Allocation per meter
1"	Gym & Clubhouse	1.56 AFY
1"	Common area landscaping	0.2 AFY
1"	10 residential units + private landscaping	0.048 AFY + 3 AFY
1"	10 residential units + private landscaping	0.048 AFY + 3 AFY
1"	10 residential units + private landscaping	0.048 AFY + 3 AFY
1"	10 residential units + private landscaping	0.048 AFY + 3 AFY
1"	10 residential units + private landscaping	0.048 AFY + 3 AFY
		Total: 17 AFY

Public outreach plan to inform stakeholders of proposed Water Demand Intensification calculation methods

Meeting schedule

Proposed meeting dates and times are tentative and are subject to change.

Date	Time	Meeting Topic	Meeting link	Materials
<i>Past meetings</i>				
04/18/2023	4:00 PM	Understand Allocation Program concepts	Video	Presentation Slides
05/31/2023	5:30 PM	Provide feedback on proposed calculation methods	Video	Presentation Slides
10/25/2023	5:30 PM	Public hearing	Video	Presentation Slides
<i>Proposed meetings</i>				
10/2/2024	4:00 PM	Understand the purpose of the Water Supply Impact fee and the Water Demand Intensification calculation methods	Zoom link	
10/8/2024	4:00 PM		Zoom link	
10/23/2024	5:30 PM	Informational Board meeting on proposed Water Demand Intensification calculation methods	Zoom link	
11/13/2024	5:30 PM	Board meeting to adopt Water Demand Intensification calculation methods	Zoom link	

Messaging materials

Material	Content	Date publicly available
Flyer at <ul style="list-style-type: none"> - District office counter - City of Carpinteria Community Development Department counter 	Notice of upcoming workshops/ meetings; brief description of topic	Thursday 9/19 (~2 weeks before first workshop)
		<ul style="list-style-type: none"> - County of Santa Barbara Planning Department - Emailed to currently proposed large developments
Social media (Facebook, Nextdoor)	Notice of public workshops #1 & #2	9/23, Reposted 9/25 & 10/2
	Notice of public workshops #2	10/8
	Notice of public meeting (informational)	10/16 & 10/23
	Notice of public meeting (adoption)	11/6 & 11/13
Coastal View advertisement	Notice of public workshops #1 & #2	9/26 Coastal View
	Notice of public meeting (adoption)	10/31 Coastal View

Carpinteria Valley Water District

NOTICE OF PUBLIC WORKSHOP

Carpinteria Valley Water District is developing methods to calculate the water use intensification of proposed development and redevelopment projects within its service area. These methods may be used to assess a Water Supply Impact Fee as a condition of the District's Intent to Serve letters.

The public is invited to learn about and provide feedback on the District's proposed methods for calculating water demand intensification at an upcoming workshop. The same workshop will be held on two dates.

Date & Time	Location
Wednesday, October 2nd @ 4pm	Carpinteria Valley Water District Board Room
Tuesday, October 8th @ 4pm	1301 Santa Ynez Ave.

Pending the results of the public workshop, the District plans to present its methods to its Board of Directors for information on Wednesday, 10/23/24 and for adoption on 11/13/24. Public board meetings are held at Carpinteria City Hall at 5:30pm.



Carpinteria Valley Water District
1301 Santa Ynez Ave. Carpinteria, CA 93013
805-684-2816
www.cvwd.net



NOTICE OF PUBLIC WORKSHOP

**Wednesday, October 2nd @4pm
& Tuesday, October 8th @4pm**

Carpinteria Valley Water District, Board Room
1301 Santa Ynez Ave.

The public is invited to learn about and provide feedback on the District's proposed **methods for calculating water demand intensification from proposed development & redevelopment projects**. The same workshop will be held on two dates. These **methods may be used to assess a Water Supply Impact Fee as a condition of the District's Intent to Serve letters**.



NOTICE OF PUBLIC WORKSHOP

Tuesday, October 8th @4pm

Carpinteria Valley Water District, Board Room
1301 Santa Ynez Ave.

The public is invited to learn about and provide feedback on the District's proposed **methods for calculating water demand intensification from proposed development & redevelopment projects**. The same workshop will be held on two dates. These **methods may be used to assess a Water Supply Impact Fee as a condition of the District's Intent to Serve letters**.



NOTICE OF PUBLIC MEETING

**Wednesday, October 23rd @5:30pm
Wednesday, November 13th @5:30pm**

Carpinteria City Hall
5775 Carpinteria Ave. Carpinteria, CA 93013

The District present its **methods for calculating water demand intensification from proposed development & redevelopment projects** to its Board of Directors at this regularly scheduled meeting of the Board. These **methods may be used to assess a Water Supply Impact Fee as a condition of the District's Intent to Serve letters**.



NOTICE OF PUBLIC MEETING

Wednesday, November 13th @5:30pm

Carpinteria City Hall
5775 Carpinteria Ave. Carpinteria, CA 93013

The District will ask its Board of Directors to adopt its **methods for calculating water demand intensification from proposed development & redevelopment projects** at this regularly scheduled meeting of the Board. These **methods may be used to assess a Water Supply Impact Fee as a condition of the District's Intent to Serve letters**.

Revisions to allocations

Customers may contest their allocation if the account they are contesting has at least six months of water use history with the District. The District will consider allocation appeals for the following:

- 1) The number of people residing in the dwelling unit(s) associated with your account average more than 2.65 people per residence AND as a result, your account is regularly exceeding its allocation.
- 2) You suspect the aerial imagery analysis incorrectly assessed the landscaping on your parcel because your allocation is too low to reasonably reflect the irrigated area on your parcel. As a rule of thumb, each 1000sqft of irrigated area is allocated 2-3 HCF per month.
- 3) There are multiple meters on your parcel and you suspect that the total landscape area for the parcel was not divided among the meters in a way that reflects actual water use because one or more accounts is regularly exceeding its allocation.
- 4) *Projects which received new or updated allocations through an intent to serve letter may request an adjustment to the way the total allocation for their development was apportioned across meters after those meters have been in use at least 6 months. Note the total allocation cannot be altered in this case, only the way the allocation is divided among the individual accounts associated with the development.*

If you believe you qualify for an appeal, an authorized user of your account should [submit this appeals form](#) to the District. The District will review your information and determine whether to adjust your allocation.



Allocation Revision Request Form

Existing customers of the Carpinteria Valley Water District should complete this form to request the District revise their allocation.

* Indicates required question

Email *

Cannot pre-fill email

Account Information

Account Number *

Your answer

Your name (must be an authorized user of the account) *

Your answer

Pre-fill responses, then click "Get link"

Your best contact phone number *

Your answer

Appeal

Select the reason you are requesting that the District revise your allocation *

- 1) The number of people residing in the dwelling unit(s) associated with your account average more than 2.65 people per residence AND as a result, your account is regularly exceeding its allocation.
- 2) You suspect the aerial imagery analysis incorrectly assessed the landscaping on your parcel because your allocation is too low to reasonably reflect the irrigated area on your parcel. As a rule of thumb, each 1000sqft of irrigated area is allocated 2-3 HCF per month.
- 3) There are multiple meters on your parcel and you suspect that the total landscape area for the parcel was not divided among the meters in a way that reflects actual water use because one or more accounts is regularly exceeding its allocation.
- 4) Projects which received new or updated allocations through an intent to serve letter may request an adjustment to the way the total allocation for their development was apportioned across meters after those meters have been in use at least 6 months. Note the total allocation cannot be altered in this case, only the way the allocation is divided among the individual accounts associated with the development.

Provide any other relevant information

Your answer

Get link

Now submit your appeal through our online form

Pre-fill responses, then click "Get link"

Website content

About → Doing business → Engineering & Development

Letter of Intent to Serve

To process an application with the County of Santa Barbara Planning & Development Department or with the City of Carpinteria Community Development Department, applicants must obtain a letter of Intent to Serve from the District. The Request for Letter of Intent to Serve Form linked below must be completed and submitted to the District. After completing the fill-able PDF form, save or print it for your records. Mail the completed printed form to Carpinteria Valley Water District attention: Engineering at 1301 Santa Ynez Ave, Carpinteria, CA 93013, or email the completed PDF form to info@cvwd.net.

- [*Request for Letter of Intent to Serve Form*](#)

The Water Use Classification of Landscape Species for the Carpinteria area are available below in both PDF and Excel formats for your convenience. Click [here](#) for the entire WUCOLS database.

- [*WUCOLS for Carpinteria, Region 3 - PDF*](#)
- [*WUCOLS for Carpinteria, Region 3 - Excel*](#)

Letters of Intent to Serve issued by the District may include conditions which the applicant must meet to obtain water service. For example, an applicant's Letter of Intent to Serve may include payment of water supply impact fees as a condition of water service, provision of fire sprinkler calculations, or flowing of a fire hydrant.

Water Supply Impact Fees

Development and redevelopment projects which intensify the water use of a parcel may be required to pay a one-time water supply impact fee to offset their impact on the District's water supply.

The District calculates water use intensification for two type of projects.

- 1) Projects that are both adding meters to a parcel and changing the land use of the parcel are subject to the intensification calculation.
 - Changing the land use of a parcel means demolishing existing buildings, increasing the overall floor area, or exceeding the maximum density of the existing zoning designation.
- 2) Projects that are both adding meters to a parcel, and subdividing a parcel or creating condominiums, are subject to the intensification calculation.

Exempt projects

Accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) are exempt from the intensification calculation as long as the proposed modifications comply with the City of Carpinteria and County of Santa Barbara's residential density rules. Residences on agricultural

parcels are exempt within the limits of the City of Carpinteria and County of Santa Barbara's zoning codes.

Calculation method

Total Fee (\$) = Water use intensification (AF) x Impact fee (\$/AF)

*Water use intensification (AF)
= Water use of proposed project (AF) – Existing allocation (AF)*

Water use of proposed project

Projects which qualify for the intensification calculation must submit a water demand estimate. Applicants are encouraged to submit their water demand calculation using the Request for Letter of Intent to Serve Form linked above. This form uses industry best practices (i.e., the [City of Santa Barbara's water demand factors](#) to calculate indoor water use and the [MWELo](#) method to calculate outdoor water use). Alternatively, applicants may submit their water demand calculation separately from the Request for Letter of Intent to Serve Form.

Existing allocation

Parcels within the District's service area with at least one District water meter have an existing allocation. The existing allocation of a proposed project is the aggregate allocation of all existing meters associated with the project. See the District's [Allocation Program](#) for details on the allocation calculation methods.

Impact fee

The District is currently developing its impact fee methodology. To understand the expected magnitude of the impact fee, applicants should reference neighboring programs. For example, Goleta Water District's New Water Supply Charge is \$62,553/AF effective November 14, 2023. Ventura Water's Net Zero Fee is \$22,806/AF as of July 19, 2021.

Development Review

The District requires the following plans be submitted as part of its Development Review process for comments: Site, Utility, Grading, and Landscape. Applicants should expect to submit a water use estimate for their project using the Request for Letter of Intent to Serve Form linked above, or similar methods and documentation. Submit plans to the Engineering Department by mail to Carpinteria Valley Water District attention: Engineering at 1301 Santa Ynez Ave, Carpinteria, CA 93013 or email to info@cvwd.net. The plans are used to evaluate district infrastructure connections and sizing for proposed development requirements.

Standard Drawings

Standard drawings for construction of Carpinteria Valley Water District facilities are revised periodically to reflect changes in available equipment and industry standards. For questions or comments please contact the Engineering Department at (805) 684-2816 or via [email](#).

- [CVWD Standard Plans](#)

ORDINANCE NO. ##-#
AN ORDINANCE OF THE BOARD OF DIRECTORS OF
CARPINTERIA VALLEY WATER DISTRICT
ADOPTING AND ESTABLISHING A METHODOLOGY
FOR THE CALCULATION WATER SUPPLY INTENSIFICATION FROM PROPOSED
DEVELOPMENT AND REDEVELOPMENT PROJECTS

WHEREAS, the purpose of this calculation is to enable the District to consistently and responsibly respond to Applications for Intent to Serve Letters through land use-based estimates of water demand; and

WHEREAS, another purpose of this calculation is to quantify the water demand of new development and redevelopment projects to determine the additional water supply the District may need to develop or purchase in times of extended drought; and

WHEREAS, another purpose of this calculation is to acknowledge the District's water supply is over allocated in periods of extended drought without supply augmentation projects or purchase of supplemental water; and

WHEREAS, another purpose of this calculation is to enable levying of water supply impact fees on development and redevelopment projects which intensify parcel water use to support future water supply augmentation; and

WHEREAS, the District expects the magnitude of the impact fee to be similar to neighboring agencies (e.g., Goleta Water District's New Water Supply Charge is \$62,553/AF, Ventura Water's Net Zero Fee was \$22,806/AF) ; and

WHEREAS, the District has reviewed calculation methods of neighboring agencies, and prepared and presented data concerning the appropriate methodology for calculating parcel water use intensification at public meetings of its Board of Directors and public workshops; and

WHEREAS, a public hearing, noticed pursuant to Government Code Section 6066, was held at a regularly scheduled meeting of the Board; and

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

Water use intensification from development and redevelopment projects shall be calculated as described below. Adoption of the intensification calculation methods is intended to support levying of Water Supply Impact Fees.

The District calculates water use intensification for two type of projects.

- Projects that are both adding meters to a parcel, and changing the land use of the parcel are subject to the intensification calculation.
 - Changing the land use of a parcel means demolishing existing buildings, increasing the overall floor area, or exceeding the maximum density of the existing zoning designation.
- Projects that are both adding meters to a parcel, and subdividing a parcel or creating condominiums, are subject to the intensification calculation.

Exempt projects

Accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) are exempt from the intensification calculation as long as the proposed modifications comply with the City of Carpinteria and County of Santa Barbara’s residential density rules. Residences on agricultural parcels are exempt within the limits of the City of Carpinteria and County of Santa Barbara’s zoning codes.

Calculation method

$$Total\ Fee\ (\$) = Water\ use\ intensification\ (AF) \times Impact\ fee\ (\$/AF)$$

$$Water\ use\ intensification\ (AF) = Water\ use\ of\ proposed\ project\ (AF) - Existing\ allocation\ (AF)$$

Water use of proposed project

Projects which qualify for the intensification calculation must submit a water demand estimate. Applicants are encouraged to submit their water demand calculation using the Request for Letter of Intent to Serve Form linked above. This form uses industry best practices (i.e., the [City of Santa Barbara’s water demand factors](#) to calculate indoor water use and the [MWELo](#) method to calculate outdoor water use). Alternatively, applicants may submit their water demand calculation separately from the Request for Letter of Intent to Serve Form.

Existing allocation

Parcels within the District’s service area with at least one District water meter have an existing allocation. The existing allocation of a proposed project is the aggregate allocation of all existing meters associated with the project. See the District’s Allocation Program for detailed calculation methods.

Intensification

If the proposed water use of the project is greater than the existing allocation, then the project is intensifying the water use of the parcel. Because the District’s supply is overallocated in times of extended drought, the District will need additional water

supplies to meet the intensified (i.e., increased) demand. To fund the development, or purchase of this additional supply, applicants must pay a water supply impact fee per acre-foot of intensification.

BE IT FURTHER ORDAINED:

1. The above recitals are true and correct and are incorporated herein as though set forth in full.
2. By the adoption of this Ordinance, project-specific water use intensification will be determined using the methodology described.
3. Any fees or charges associated with water use intensification shall be separately adopted by Resolution or Ordinance by the Board.
4. This methodology is effective upon adoption and shall continue until changed by action of the District Board.

BE IT FURTHER ORDAINED that this Ordinance shall take effect on ##### ##, 2024 by roll call as follows:

AYES:
NAYES:
ABSENT:
ABSTAIN:

PASSED AND ADOPTED by the Board of the Carpinteria Valley Water District this ##th day of #####, 2024

APPROVED:

Case Van Wingerden, President

ATTEST:

Lisa Silva, Board Secretary



STAFF REPORT Item VII.D

From: Robert McDonald, General Manager

Prepared by: Maso Motlow, Management Analyst

For Consideration: Item VII.D. Consider update rule 16f to Rules and Regulations

Background

Rule 16.f. on page 36 of the District's Rules & Regulations describes requirements for irrigation meters. As it's currently written, rule 16.f. requires an irrigation meter for all residential landscapes over 5,000 sqft and non-residential landscapes over 1,000 sqft. Therefore, a project which is modifying its landscaping, but making no other substantial changes to a parcel, may be required to install an irrigation meter.

Customers installing a ¾" irrigation meter must pay a meter deposit of \$23,000 and a capital cost recovery fee (CCRF) of \$17,199 which together total roughly \$40,000. Native landscaping installation covering a couple thousand square feet may cost roughly \$20,000. Therefore, the cost of the meter alone could be twice the cost of the landscaping project.

The District is proposing to revise rule 16.f. so that small projects which are primarily modifying a parcel's landscaping and not making other substantial changes to the parcel are exempt from the CCRF associated with a new irrigation meter. The customer would still be responsible for paying the meter deposit. In the last three years, the District has only received one application for a Letter of Intent to Serve where the project did not qualify as new development or redevelopment, but did require a dedicated irrigation meter.

Recommendation

This item is informational.

16. METERS AND APPLIANCES

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

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

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

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

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

- b. **Meter Installation:** All meters and appliances shall be installed by the District. Meters, wherever practicable, shall be placed in suitable meter boxes located in the parkway adjacent to the curb line. When it is not practicable to place meters in the parkway, the meters shall be installed in some convenient place approved by the District upon the customer's premises, in an approved easement, and in a location that is at all times accessible for inspection, reading and testing. The District shall not install submeters. The District shall not use customer installed submeters for its metering or billing.

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

- d. **Accounts per water service connection.**

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

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

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

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

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

- (1) residential dwelling units on agricultural parcels; or
 - (i) accessory dwelling units as defined below.

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

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

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

f. **Irrigation Meters:** Facilities for irrigation of new and existing parks, medians, landscaped public area, lawns or gardens surrounding condominiums, townhouses,

apartments, and industrial parks shall be designed and installed in such a way to conserve water. The rate and extent of water application shall be controlled by the owner so as to minimize water usages.

g. Dedicated landscape water meters are required for residential landscapes over 5,000 square feet and, non-residential landscapes over 1,000 square feet, ~~and shared landscaped common areas~~.

- “Residential landscape” means landscapes surrounding single or multifamily homes. (County of Santa Barbara Water Efficient Landscape Ordinance)
- “Non-residential landscape” means landscapes in commercial, institutional, industrial and public settings that may have areas designated for recreation or public assembly. It also includes portions of common areas of common interest developments with designated recreational areas. (County of Santa Barbara Water Efficient Landscape Ordinance)

Projects that require a dedicated landscape water meter, but do not qualify as new development or redevelopment, as determined by staff, are exempt from paying the Capital Cost Recovery Fee (CCRF) for the landscape meter.

- Redevelopment is defined as demolishing existing buildings, increasing the overall floor area existing on a property, or both. (City of Carpinteria General Plan, 2003).

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.



Staff Report

To: CVWD Board of Directors

From: Bob McDonald, General Manager

Date: September 18, 2024

For Consideration: Item VII. E. - CAPP Update

Background

Since the last CAPP update to the Board in April 2024, the project has been progressing as planned. The Board can expect more frequent updates on CAPP as the project team plans to provide monthly updates leading up to the Spring 2025 construction bid posting.

September 2024 CAPP Update

Funding and Financing

The District has been awarded a \$8.7 million WaterSMART Title XVI WIIN Act Water Reclamation and Reuse Projects grant for Fiscal Year 24 from United States Bureau of Reclamation (USBR) for CAPP. This brings the USBR grant total up to **\$18.6 million** – or roughly 25% of capital costs for CAPP. Additionally, a representative from USBR visited future CAPP facility sites on August 27.

The District's award from the State Water Resources Control Board Water Recycling Funding Program (WRFPP) has been increased to **\$8.0 million**. In March, the WRFPP award was reduced from \$15.0 million to \$5.0 million. There is potential for additional WRFPP funds to be available in April 2025. Also, the climate bond on the November 2024 ballot, Prop 4, includes funding for water and recycled water projects. We will continue to pursue additional state funds.

The District anticipates a final, approved Clean Water State Revolving Fund (CWSRF) loan in October 2024, if the Board approves the CWSRF loan authorizing resolution at the Board meeting on September 25, 2024.

Finally, the design team is progressing with 75% design of the advanced water purification facility and plans to submit the 75% design package, including an updated cost estimate, in early October 2024. An update of CAPP cost estimates will be presented to the Board in October 2024.

Permitting

The Conditional Use Permit / Coastal Development Permit application for CAPP was submitted to the City in August 2024. The City is currently reviewing the application. The next step is for the project team to respond to any comments. Once the application is deemed complete by the City, a public hearing will be scheduled. Prior to the hearing, the project team will reach out to residents and businesses that are likely to be impacted by construction.

In addition, the project team met with the Central Coast Regional Water Quality Control Board and the State Water Resources Control Board Division of Drinking Water about permit application contents and potential conditions. During the meetings, the team presented preliminary groundwater modeling findings. These were prepared using the latest updates to the model for the Carpinteria Basin Groundwater Sustainability Plan.

Injection and Monitoring Wells

The groundwater modeling results confirmed that the monitoring wells closest to the Meadowview Injection Well could be placed at the end of Meadowview Lane rather than on Sterline Avenue. In addition, we were also able to reduce the easement footprint at St. Joseph's Church by moving the monitoring wells closer to the injection well based on the groundwater modeling results. These location changes will reduce construction impacts as we can use one set of sound walls for each injection and monitoring well combination site – one at Meadowview Lane and one at St. Joseph's Church.

Advanced Water Purification Facility

Woodard & Curran, the CAPP design consultant, is currently finalizing the 75% design package for the advanced water purification facility. The latest design package includes recommendations from the value engineering process for the 50% design package, which was presented to the Board on April 10, 2024. The modifications include reducing building footprint, converting a portion of the building to a canopy, simplifying the equalization tank design, and reduction of conveyance pipeline diameter.

Upcoming Milestones

October 2024

- 75% AWPf Design & Cost Update
- Communications Plan Update
- CAPP Joint Exercise of Powers Agreement (JEPA) and CAPP Lease Agreement

November 2024

- CAPP Environmental Impact Report (EIR) Addendum
- CAPP Operations Agreement
- St. Joseph's easement agreement
- Water Supply Alternatives Analysis (by WestWater)
- CUP/CDP Hearing (timing is uncertain)

December 2024

- CAPP Economic Analysis Update (M-Cubed)

February 2025

- Final Design Documents

Spring 2025

- Advertise Construction Packages and Receive Bids – 1) AWPf, 2) Pipelines, and 3) Wells

Recommendation:

This item is for informational purposes only. No action is required by the Board at this meeting.



STAFF REPORT

To: Board of Directors, Carpinteria Valley Water District (CVWD)

From: Robert McDonald, General Manager

Date: Sept 17, 2024

Subject: Board Ratification of Engagement of Pueblo Water Resources for Design and Specification of Smillie Replacement Well

Overview

This staff report seeks board ratification for the engagement of Pueblo Water Resources (PWR) to develop design plans, specifications, and a bid package for the construction of a replacement well at the Smillie well site, as well as to prepare a pilot test work plan for Aquifer Storage and Recovery (ASR). The original Smillie well, drilled in 1974, has been experiencing significant production issues, particularly related to the infiltration of sand during operation. The proposed replacement well will resolve these issues and include features for potential ASR use as part of the Carpinteria Valley Water District's (CVWD) water supply augmentation strategy. Time is of the essence as staff is applying for a grant to help pay for the replacement well and readiness is a key scoring criteria. For this reason Pueblo was authorized by the General Manager to begin work immediately.

Background

The Smillie well has a history of performance challenges, specifically with sand production, which has limited its ability to function at optimal levels. PWR conducted an evaluation of the well in 2015 and determined that sand production became problematic at pumping rates exceeding 400 gallons per minute (gpm), despite the well's theoretical capability of producing 750 gpm. The primary cause of the sand production issue is believed to be an improper match between the gravel pack gradation and the formation materials, allowing formation sand to enter the well at higher pumping rates. Declining water levels in the Carpinteria Groundwater Basin (CGB), compounded by recent

drought conditions, have further limited the well's performance. In the years since the well was drilled the well has further declined in performance and now produces 200 gpm on average.

Given these factors, CVWD has determined that the Smillie well has reached the end of its useful service life and should be replaced with a new well designed with modern specifications. PWR has already prepared a Basis of Design (BOD) for the replacement well, which provides detailed recommendations on the well's construction and its potential use for ASR operations.

Financial Considerations

PWR will complete the scope for an amount not to exceed \$19,327. The funding will be from the operating budget and grant funding if awarded.

Project Schedule

The project is expected to commence in early September 2024, with completion anticipated within three to four weeks. This timeline aligns with CVWD's goal of submitting a grant application in early October 2024 to secure funding for the replacement well and ASR pilot test.

Recommendation

Staff recommends that the Board ratify the engagement of Pueblo Water Resources for the development of plans, specifications, and a pilot test work plan for the Smillie replacement well.

Attachments:

- Pueblo Water Resources Proposal



August 29, 2024
Project No. 21-0062

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

Attention: Mr. Robert McDonald, P.E., General Manager

Subject: Proposal for Hydrogeologic Services; Plans, Specifications, Bid Documents and ASR Pilot Test Work Plan for Smilie Replacement Well

Dear Bob:

In accordance with your request, Pueblo Water Resources, Inc. (PWR) is pleased to submit this proposal for hydrogeologic services to prepare plans, specifications and bid documents for the Carpinteria Valley Water District's (CVWD's) Smilie replacement well and to develop an Aquifer Storage and Recovery (ASR) pilot test work plan for the replacement well. Presented in this proposal are a detailed scope of work, estimated costs, and an estimated schedule to execute the scope of work and provide deliverables to the CVWD.

BACKGROUND

The Smilie well was drilled in 1974. The well casing includes a 14-inch diameter copper-bearing steel blank well casing to a depth of 455 feet, and a 10-inch diameter stainless steel continuous-slot, wire-wrapped well screen to a total depth of 825 feet. The production of sand by the Smilie well has been problematic since it was drilled and testing of the well by PWR in 2015 indicated that the well was theoretically capable of pumping as much as 750 gallons per minute (gpm), but production of sand at pumping rates greater than 400 gpm was unmanageable. The sanding problem is considered to likely be the result of a mismatch between the gravel pack gradation and formation materials, where the gravel pack is too coarse for the formation materials, thereby allowing formation sand to enter the well at higher pumping rates. In addition, recent drought-related declines in water levels in the Carpinteria Groundwater Basin (CGB) and reductions in the well's specific capacity have further limited its pumping capacity. For all of these reasons, the Smilie well is considered to be near the end of its useful service life and the CVWD intends to replace the well with a replacement well of modern design and construction features at the Smilie well site.

PWR recently (2022) prepared a detailed basis-of-design (BOD) for the Smilie replacement well. The BOD established recommendations for drilling and well depths, casing material, casing diameter, well screen design, slot size, well screen placement, etc. The BOD also included considerations for the potential use of the well for ASR (discussed below), and the

PUEBLO WATER RESOURCES, INC

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



BOD of the well includes features to allow for ASR operations at the well. Based on the BOD, technical plans, specifications and bid documents for well construction can now be developed.

The CVWD is also investigating ASR as part of its water-supply augmentation strategy. ASR is a method of “banking” water in an aquifer during times when excess surface water is available (typically wet periods), and subsequent recovery of the water from the aquifer when needed (typically dry periods). As applied to the CVWD, an ASR program would inject surplus water and recharge the CGB to maintain groundwater levels and help to ensure adequate groundwater supplies are available in times of drought. Injected surface water would be treated at the City of Santa Barbara’s Cater Water Treatment Plant and conveyed to ASR wells in the CGB (such as the Smille replacement well) via the South Coast Conduit and the CVWD municipal water distribution system. Potential surplus surface water supplies for injection may include water from CVWD’s Cachuma Project allocation or the State Water Project, both of which are treated at the Cater Water Treatment Plant prior to distribution. The Smille replacement well has been identified by the CVWD as a candidate for ASR pilot testing.

PURPOSE AND SCOPE

The BOD for the Smille replacement well forms the basis for the preparation of tightly written specifications to ensure the efficient construction of a high capacity and long lasting well at the existing well site. The purpose of the specifications and bid documents is to allow prospective bidders to thoroughly understand what will be required in the way of rig type and capacity, drilling method (i.e., direct or reverse rotary), drilling fluid type and properties, type and size of well casing and screen, gravel pack gradation and quantities, surface seal, and development and testing procedures.

An ASR pilot test work plan identifies the temporary facility improvements needed for ASR testing (e.g., piping/valving modifications at the site, temporary injection conveyance piping, test pump and injection drop tubes, backflushing settling tanks, etc.) and ASR pilot testing programs designed to demonstrate ASR well operational viability and parameters. The overall purpose of the work plan is to develop the information required to scope, budget and permit the ASR pilot testing program, which is intended to be implemented following replacement well construction.

Based on our discussions, it is our understanding that the CVWD is pursuing a grant to assist with the funding for the Smille replacement well and ASR pilot test program, and that the subject bid documents and ASR pilot test work plan are needed as supporting documents for the grant application. A detailed scope of work to perform the subject tasks is presented below.

Task 1. Plans, Specifications and Bid Documents

Technical specifications for the drilling and construction of the Smille replacement well, as well as the conversion of the existing Smille well to a monitoring well (which is needed for the ASR pilot test), will be prepared as part of this task. The technical specifications are intended to provide adequate detail for bidding and well construction by competent, licensed (C-57) well drilling contractors. One of the key factors in the successful completion of high-capacity



municipal well construction projects is efficient, delay-free field operations; therefore, the contract documents will place special emphasis on timely initiation and completion of the work. The technical specifications documents will include the following minimum items:

- Minimum Contractor Qualifications
- Drilling Methods and Equipment
- Noise Control
- Drilling Fluid Properties and Control
- Geophysical Logging, Velocity Logging, Water Quality Logging
- Well Casing - diameter, material, depth, etc.
- Well Screen - perforation interval(s), screen type, slot aperture size, etc.
- Gravel Pack - gradation, uniformity coefficient, etc.
- Fluid and Cuttings Containment and Disposal
- Well Development
- Production Testing
- Discharge Water Control – Treatment, NPDES Compliance and Limitations
- Well Disinfection and Testing
- Existing Well Monitoring Well Conversion
- Temporary ASR Pilot Test Setup
- Site Cleanup and Restoration

PWR will incorporate the well design and technical specifications for the well into a bid package using existing standard CVWD format. The package will include the following:

- Invitation to Bid
- Bid Documents and Bidding Forms
- License and Bonding Requirements
- References and Contractor Qualification Forms
- City Standard General Conditions
- Technical Specifications
- Special Conditions

PWR will issue a draft copy of the completed bid package for CVWD review and comment. PWR will incorporate CVWD comments and provide a digital image copy (pdf) of the final contract package. It is assumed that the CVWD will provide PWR with its "boiler plate",



including the CVWD's general and special conditions for public works projects, for incorporation into the final contract package.

Task 2. ASR Pilot Test Work Plan

Development of the ASR pilot test work plan for the Smille replacement well will include an evaluation and identification of needs for implementing the program and consists of the following main components:

1. Identification of temporary above-ground facility improvements to convey injection source water and recovery pumping discharges to and from the well, as well as test pump/motor/discharge head requirements and downhole injection appurtenances
2. Development of ASR pilot test program parameters
3. Development of a Sampling and Analysis Plan (SAP) to be implemented during the ASR pilot test program

Task 2.1 – Temporary Testing Facilities. An evaluation of the test pump/motor assembly required to provide the pumping capacity needed or well backflushing and recovery pumping during the ASR pilot test program will be performed. Downhole temporary PVC injection drop tubes and temporary discharge head/seal plate details will also be developed. Several temporary modifications/installations will be necessary at the Smille well facility site for implementation of the ASR pilot test, including but not limited to the following:

- Connection of temporary above-ground injection supply piping from the well head to the CVWD distribution system as the source of the injection water (injectate)
- Setup of temporary solids settling and de-chlorination tank(s) at the site to treat test waters prior to discharge to Carpinteria Creek
- Setup of temporary backflush water and recovered test water conveyance pipelines

This task will include a site visit to inspect and evaluate the existing above-ground piping system for incorporation of the temporary ASR pilot test facilities. A schematic of the temporary piping plan will be provided showing the anticipated locations of the temporary tanks, various valves, meters, sampling ports, pressure gauges, etc., in addition to the direction of flows during the injection, backflushing and recovery pumping phases of the test program. This information will form the basis for developing the plans and specifications in the bid documents for the well drilling contractor to install as part of the project.

Task 2.2 – ASR Pilot Test Program. ASR operations generally consist of three steps:

1. Injection of potable-quality drinking water into the aquifer;
2. Storage of the injected/recharged water within the aquifer, and;
3. Recovery of the stored water.



This task consists of developing the ASR pilot testing program. It is anticipated that the test program will generally involve three repeated ASR cycles of operations and monitoring, each of larger volume and duration than the preceding cycle, so that if adverse conditions are encountered at any point, the program can be adjusted, if needed. The program will be designed to ensure a robust dataset of aquifer response and water quality information will be developed, while minimizing the risk of adverse effects to the well or aquifer system.

Task 2.3 – Sampling and Analysis Plan. This task consists of developing a detailed Sampling and Analysis Plan (SAP) to identify the locations, sample collection frequency, and parameters to be monitored as part of the ASR pilot test project data collection program. The SAP will form the basis for developing the scope and costs associated with implementing the ASR pilot test program. In addition, the SAP will be provided as a stand-alone document that can be directly used for Regional Water Quality Control Board (RWQCB) permitting for the project.

The results of the above subtasks will be documented and summarized in a consolidated Work Plan document. A detailed project implementation schedule will be developed and presented in the Work Plan. The SAP will be provided as an appendix for stand-alone use in subsequent RWQCB permitting documents. An initial draft will be provided for CVWD staff review and comment, with a final version issued following incorporation of any needed revisions.

Task 3. Project Management and Meetings

This task consists of overall project management, budget and schedule tracking, invoicing, and participation in various project-related meetings during the course of the project.

Estimated Fees and Schedule

Based on the scope of services presented herein, we estimate the fees for our services will be approximately **\$17,570** which will be billed on a time-plus-expenses basis in accordance with our Standard Fee Schedule (attached). An estimated fee worksheet is attached summarizing the estimated staff-hours and costs per task. A 10 percent contingency has been noted in the attached budget summary (**total with contingency is \$19,327**) in the event that unforeseen project complications or constraints arise. We recommend the contingency be held for authorization by CVWD staff upon written justification by PWR.

Based on our current workload, we believe that we can commence work within one week of your authorization and complete the work within approximately three to four weeks. Based on our discussions, it is our understanding that the grant application is due to be submitted in early October 2024; therefore, work will need to commence in early September 2024 to meet the grant application deadline.



We appreciate the opportunity to provide assistance to the CVWD on this important community water-supply project. If you require additional information regarding this or other matters, please contact me.

Sincerely,

PUEBLO WATER RESOURCES, INC.

Robert C. Marks, P.G., C.Hg.
Principal Hydrogeologist

RCM:MSB

Attachments: Cost Estimation Spreadsheet
2024 Fee Schedule

Carpinteria Valley Water District

Smille Replacement Well Plans, Specs, Bid Documents and ASR Pilot Test Work Plan Development

PWR Project No.: 21-0062



ESTIMATED FEE SUMMARY

LABOR		Principal Prof.	Senior Prof.	Illustrator	WP	Hours by Task	Estimated Task Cost
Hourly Fee		\$225	\$210	\$140	\$120		
Task	Task Description						
1	Plans, Specs and Bid Documents	20	5	2	2	29	\$6,070
2	ASR Pilot Test Work Plan	35	10	2	1	48	\$10,375
3	Project Management and Meetings	5				5	\$1,125
Hours by Labor Category		60	15	4	3		
Costs by Labor Category		\$13,500	\$3,150	\$560	\$360		
						Total Labor Hours	82
						Total Labor Costs	\$17,570

EQUIPMENT AND OTHER DIRECT COSTS	Units	Unit Price	No. of Units	Fee
Water-Level Transducer/Datalogger	Weekly	\$300	0	\$0
Field Water Quality Instruments	Weekly	\$550	0	\$0
Water-Quality Sampling Pump	Weekly	\$300	0	\$0
Ultrasonic Flowmeter	Weekly	\$750	0	\$0
Vehicle	Daily	\$75	0	\$0
Per Diem	Daily	\$150	0	\$0
Total Equipment and ODCs				\$0

OUTSIDE PRODUCTS AND SERVICES	Units	Unit Price	No. of Units	Fee
		\$0	0	\$0
		\$0	0	\$0
		\$0	0	\$0
		\$0	0	\$0
		\$0	0	\$0
Subtotal				\$0
Total Outside Products and Services w/ Markup (15%)				\$0

COST SUMMARY	
Labor	\$17,570
Equipment and Other Direct Costs	\$0
Outside Products and Services	\$0
Subtotal	\$17,570
10 % Contingency	\$1,757
TOTAL ESTIMATED PROJECT COST	\$19,327



**PUEBLO WATER RESOURCES, INC.
2024 FEE SCHEDULE**

Professional Services

Principal Professional.....	\$235/hr
Senior Professional.....	\$220/hr
Project Professional.....	\$205/hr
Staff Professional.....	\$175/hr
Technician.....	\$165/hr
Illustrator.....	\$150/hr
Word Processing.....	\$130/hr

Other Direct Charges

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

Equipment Charges

Drilling Fluid Test Kit.....	\$100/day, \$400/week
Field Water Quality Meter (Hach DR890).....	\$75/day, \$275/week
Orion ORP/pH/Temp Probe.....	\$75/day, \$275/week
Water Level Probes (In-Situ Level Troll).....	\$75/day, \$300/week
Water Level Probes – Long Term Deployment (> 6 months)....	\$150/month
Water Quality Probes (In-Situ Aqua Troll).....	\$100/day, \$325/week
Ultrasonic Flowmeter.....	\$200/day, \$750/week

*Regionally and seasonally specific to project.

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



Staff Report

To: Board of Directors, Carpinteria Valley Water District (CVWD)

From: Robert McDonald, General Manager

Date: Sept 17, 2024

Subject: Consider engagement of WSC for Grant Application Assistance for Smillie Well not to exceed \$19,919

Background

The Smillie Well, a key component of CVWD's water supply system, is at the end of its useful life and needs to be replaced. The proposed replacement is an Aquifer Storage and Recovery (ASR) capable well, which aligns with CVWD's water supply management goals and the Carpinteria Groundwater Sustainability Agency's (CGSA) objective to achieve groundwater sustainability.

The Smillie Well site is ideally located for an ASR well because it is outside the Carpinteria Advanced Purification Project (CAPP) area, ensuring that groundwater injection at this site will not interfere with CAPP's operations.

The preliminary estimate for constructing an ASR-capable replacement well at the Smillie site is approximately \$5 million.

Discussion

The United States Bureau of Reclamation (USBR) recently announced a WaterSmart grant opportunity that can provide funding for groundwater well and storage projects up to \$10 million, with a 50% local match requirement. This presents an opportunity for CVWD to secure federal grant funding for the Smillie Well replacement project.

The grant application process is highly competitive, with scoring based on several factors, including the benefits of the project, planning readiness, and other criteria. A well-prepared application will significantly improve CVWD's chances of securing funding.

While CVWD staff is preparing the bulk of the application in-house, there are areas where staff lacks the necessary expertise. Additionally, given the competitive nature of the grant, a quality review of the application by experts is essential. WSC has provided a cost proposal of \$19,919 to assist staff with technical aspects of the grant application and conduct a final quality review before submission.

Given that the grant application is due on October 7th, time is of the essence, and immediate action is required to ensure CVWD meets the deadline. The funding for these grant writing services will come from the existing budget for the Smillie Well replacement project.

Fiscal Impact

The cost of WSC's services is \$19,919, which will be funded by the budget engineering professional services. This investment will support CVWD's effort to secure up to \$2.5 million in federal grant funding through the USBR WaterSmart grant for the Smillie Well Replacement project. This expense will be applied to the 50% local match requirement.

Recommendation

Staff recommends that the Board authorize the General Manager to engage WSC for grant writing assistance services in an amount not to exceed \$19,919, funded by the Smillie Well replacement project budget.

Attachments:

1. WSC Cost Proposal
2. Smillie Well basis of Design



Proposal for FY25 USBR WaterSmart Grant Application

September 12, 2024

Carpinteria Valley Water District

Mr. Bob McDonald
General Manager
1301 Santa Ynez Ave,
Carpinteria, CA 93013

San Luis Obispo

805 Aerovista Place
Suite 201
San Luis Obispo, CA 93401
P: 805.457.8833

Rob Morrow

P: 805.556.5809
E: rmorrow@wsc-inc.com

Dear Mr. McDonald,

Water Systems Consulting, Inc. (WSC) is pleased submit a proposal to the Carpinteria Valley Water District (CVWD; District) prepare a grant application for the Fiscal Year 25 (FY25) WaterSMART Drought Response Program: Drought Resiliency Projects Grant by the United States Bureau of Reclamation (USBR) to pursue funding for the Smillie Well ASR Conversion project. We will work with your staff to jointly prepare the application and provide as needed support.

Thank you for this opportunity to continue our service to the Carpinteria community. Feel free to contact me with any questions or feedback.

Sincerely,

Water Systems Consulting, Inc.

A handwritten signature in black ink, appearing to be 'RM', written over a white background.

**Rob Morrow, P.E.
Principal-in-Charge**

Scope of Work

Task 1.0 Project Management

- Prepare invoice. It is assumed that the project duration is one month.
- Coordination meetings (3) with District staff
- Coordinate with DWR as needed.

Task 2.0 Grant Application Support

Support the District to complete grant application sections, as needed, including:

- Mandatory Federal Forms
- Technical Proposal
- Project Budget
- Environmental and Cultural Resource Compliance
- Permits and Statements
- Letters of Support
- Intergovernmental Review
- Evaluation Criteria
 - Severity of Drought or Water Scarcity conditions and Impacts
 - Project Benefits
 - Planning and Preparedness
 - Readiness to Proceed and Project Implementation
 - Presidential and DOI Priorities
 - Nexus to Reclamation
 - Stakeholder Support for Proposed Project
- Clean up / Format / Compile Appendix docs, etc.

Deliverable: Grant Application Sections, as needed

Proposal for FY25 USBR WaterSmart Grant Application

Fee

Task No.	Task Description	WSC					
		PIC & QA/QC	Project Manager	Staff Engineer	Administration	WSC Labor Hours	WSC Fee
		Robert Morrow	Sierra Orr	Sydney Santos	Kay Merrill		
	<i>Billing rates, \$/hr</i>	\$352	\$310	\$257	\$179		
1	Project Management						
1.1	Project Management & Meetings	3	5	3	2	13	\$ 3,735
	SUBTOTAL	3	5	3	2	13	\$ 3,735
2	Grant Application Support						
2.1	Grant Application Support	5	20	32		57	\$16,184
	SUBTOTAL	5	20	32	0	57	\$16,184
	COLUMN TOTALS	8	25	35	2	70	\$19,919
10% mark-up on direct expenses							
Standard mileage rate \$0.625 per mile (or current Federal Mileage Reimbursement Rate)							

TECHNICAL MEMORANDUM**Pueblo Water Resources, Inc.**

4478 Market St., Suite 705

Ventura, CA 93003

Tel: 805.644.0470

Fax: 805.644.0480



To:	<u>Bob McDonald</u>	Date:	<u>September 15, 2022</u>
From:	<u>Mike Burke, P.G., C.Hg Robert Marks, P.G., C.Hg</u>	Project No:	<u>21-0061</u>
Subject:	<u>Basis-of-Design, Smillie Well No. 2</u>		

Presented in this Technical Memorandum is the Basis-of-Design (BOD) for a new well intended to replace the Carpinteria Valley Water District's (District) existing Smillie Well. The Smillie Well was drilled and constructed in 1975. Based on review of the well drilling and well construction documentation, historical operational data collected, and the results of various well performance tests that have been performed over the years, Pueblo Water Resources, Inc. (Pueblo) has concluded the following about the existing well:

- the well is inappropriately designed with respect to the casing materials (hybrid of stainless steel and carbon steel);
- development of the well was incomplete and insufficient at the time of construction in 1975 and residual drilling fluids and/or formation fines are creating excessive well losses; and,
- the gravel pack gradation/well screen aperture opening size were inappropriately matched.

Because of a combination of the above factors, the full production potential of the well was never fully realized; sand production from the well has been problematic throughout the history of well operation; and efforts to rehabilitate/ redevelop the well have resulted in limited success. The District, therefore; intends to replace the existing Smillie Well (Smillie # 1) with a new well (Smillie # 2) in order to maximize groundwater production at the existing site.

This BOD presents the following: a discussion of the hydrogeologic setting associated with the Smillie Well site; a review of the drilling and construction details of Smillie #1; a summary of the operational and maintenance history of Smillie #1; and a preliminary design for Smillie #2. Among other considerations, the preliminary design is based on information acquired through the drilling of Smillie #1, objectives the District has established for the replacement well, and logistical considerations with respect to the execution of drilling and well construction operations at the existing site. Because of the limited size of the existing site, the disposition of the site with respect to traffic flow on Foothill Road, and limitations with respect to ingress onto and egress from the site with drilling and associated equipment, the consideration of site logistics is extremely important and has bearing on site preparation, the method of well drilling and construction, and the execution of well drilling operations. The location of the Smillie well site is shown on **Figure 1**.



Hydrogeologic Setting

The Smillie site is situated within the Carpinteria Groundwater Basin, which has been studied extensively over the last 40 years in previous investigations, most notably by: the United States Geological Survey (USGS), *Geology and Ground Water Reservoirs of the South-Coast Basin of Santa Barbara County, California*, USGS Water Supply Paper 1108, J.E. Upson, 1951; Geotechnical Consultants, Inc. (GTC), *Hydrogeologic Investigation of Carpinteria Ground Water Basin*, dated June 1976; and most recently, Pueblo Water Resources, Inc., *Carpinteria Groundwater Basin, Hydrogeologic Update and Groundwater Model Project*, June, 2012. These documents describe the stratigraphy, structure, and hydraulic characteristics of the aquifer systems of the Carpinteria Basin.

As described in these documents, the Carpinteria Basin is located on the south flank of the Santa Ynez Mountains. The basin represents the north limb of a structural syncline that has been filled with water bearing sediments. The east-west trending Rincon Creek thrust fault divides the basin into two subunits. Storage Unit No. 1 is situated north of the fault and Storage Unit No. 2 lies south of the fault. Storage Unit No. 1 contains the principal water bearing aquifers within the basin, serves as the primary source of groundwater supply for the basin, and is the unit in which all of the District's principal municipal supply well sites, including the Smillie well site, are located.

Within the Confined Area of Storage Unit No. 1 of the Carpinteria Basin, the principal aquifers occur primarily within marine sediments of the Pleistocene and upper Pliocene aged Carpinteria and Casitas Formations. Three principal aquifer zones within the basin include Zones A, B, C, and D, with Zone A representing the shallowest major aquifer and Zone D being the deepest. Geologically, Zone A likely represents the basal conglomerate of the Carpinteria Formation, whereas Zones B, C, and D are contained within the Casitas Formation. The base of Zone D is considered to represent the effective base of freshwater in the basin (GTC). The base of Zone D generally ranges between 1,200 feet to 1,700 feet below sea level in Storage Unit No. 1.

Lithologically, primary water bearing deposits in the basin consist of interbedded, unconsolidated, and semi-consolidated sand, gravel, silt and clay (and combinations thereof) deposits. The coarser grained sandy/gravelly strata in these deposits comprise the individual primary aquifer zones (i.e., Zones A through D). These primary aquifer zones are generally on the order of 50 to 100 feet thick each. Finer grained strata of silt and clay are generally thicker and form a series of aquicludes between the primary aquifer zones. The primary aquifer zones are generally correlateable within the confined portion of Storage Unit No. 1, and transition into, for the most, part non-correlateable sequences of strata into and through the unconfined portion, or recharge area of Storage Unit No. 1.

The Smillie well site is shown on the maps of the basin to be within the Recharge Area of Storage Unit No. 1. Review of geophysical and lithologic logs prepared for the pilot drill hole of Smillie #1 indicate that some of the strata may be identified as being associated with some of the principal aquifers (i.e., Zones B and C, Zone A is absent at the site), but it also appears that the well site overlies the part of the basin which transitions from confined to unconfined.

Maps and figures from the 2012 Hydrogeologic Update and Groundwater Model Project showing the Confined and Recharge Areas of the basin and the hydrogeologic cross section that transects the Smillie well site are included for reference as supporting documentation.



Smillie Well No. 1

Smillie #1 was drilled and constructed in 1975. Design and construction management for the well was provided by Geotechnical Consultants, Inc (GTC). Information from a test hole (TH-4) drilled approximately 50 feet from the Smillie site served as the basis for the design of Smillie #1. The direct rotary method was used, and the pilot hole for Smillie #1 was drilled to a total depth of 1163 feet below ground surface (bgs). Based on the geophysical log for Smillie #1 and the lithologic log of TH-4, GTC interpreted that the materials present between the depths of approximately 450 feet and 800 feet bgs included Zones B and C, and the materials between approximately 1020 feet and 1120 feet corresponded to Zone D. While the original plan was to complete a well to approximately the full depth of the pilot hole, because of estimates of limited production from the deeper zones, and concerns related to potential poor water quality and gas production associated with the deeper strata, the well was completed to a total depth of 824 feet. The electric log for Smillie #1 and the lithologic log for TH-4 are attached as supporting documentation.

A summary of the construction details of Smillie #1 is provided in Table 1.

Table 1. Smillie #1 As-Built Construction Summary

Design Feature	Value	Comments
Date Drilled	1990	Midway Drilling & Pump Co.
Drilling Method	Direct Rotary	
Total Cased Depth	824 ft.	
Borehole Diameter	24 in./22 in.	
Casing Diameter	14 in. x 12 in.	Reduced at 455 feet
Well Screen	455 ft. to 800 ft.	Roscoe Moss Ful Flo Louvers, 0.0625 in slots
Blank Cellar	800 ft. to 824 ft.	
Casing Material	Blank – Cu Bearing Steel, Screen – Stainless Steel	
Seal Depth	422 ft.	
Gravel Pack Depth	420 ft. to 824 ft.	Crushed Silica, 4 x 20 Gradation (?)
Conductor Casing	0 ft. to 10 ft.	28 in. Diam, Steel

The well was initially developed by swabbing and bailing (26 hours total), and later by pumping and surging with a test pump. The total amount of development time by pumping and surging is not documented in the well completion report, but it is stated in the report that the performance and production capacity of the well as determined through the development data was significantly less than what had been expected. A chemical dispersant was used in an attempt to facilitate additional mud cake removal and improve well performance.

Testing of the well was performed following development. Test procedures and test results are not clearly documented and presented in the well completion report. It was stated that a pumping rate of 350 gallons per minute (gpm) could not be sustained with a pump setting of



410 feet, and that a specific capacity of 1.2 gpm per foot of drawdown (gpm/ft) was derived. An operational pumping rate range of 275 gpm to 300 gpm was recommended.

In 2015, the District authorized Pueblo to develop a rehabilitation/redevelopment program for Smillie #1 in an effort to increase the performance of the well so that the District could utilize this asset for groundwater production from this portion of the basin. Pueblo's workplan included development by airlift swabbing, pumping and surging, and introduction of a chemical dispersant to remove residual drilling fluids. Following testing performed after the redevelopment work, the specific capacity of the well improved by a factor of approximately 3 to 4, from a starting specific capacity of about 1.3 gpm/ft, to an improved specific capacity in the approximate range of 4 gpm/ft to 5 gpm/ft. Given these results, it appeared that pumping rates for Smillie #1 as high as 750 gpm could be attained; however, the testing also revealed that production rates in excess of about 450 gpm resulted in mechanical jamming within the gravel pack and associated production declines, so an upper limit of 400 gpm was recommended.

Prior to termination of test pumping following the 2015 rehabilitation of Smillie #1, a sample was collected and submitted to FGL Environmental Laboratory (Santa Paula) for general mineral analysis. The results of the analysis indicated that the well yielded high quality water with respect to drinking water standards. The water was of a calcium bicarbonate character, with a total dissolved solids concentration of 550 milligrams per liter. The water contained low concentrations of nitrate (2.7 mg/L, as N), below the State of California action level for this constituent.

Well Site and Drilling/Well Construction Logistics

The existing Smillie well site is extremely limited in size with respect to the execution of a municipal well drilling and construction project. The area inside the existing fence is approximately 2,400 square feet. Of this, approximately 500 square feet is occupied by permanent electrical and control facilities, so the available work area inside the fence is approximately 1,900 square feet. In February 2022 a survey was performed to establish and delineate the extent of the District's parcel outside of the existing fenced area. The existing site and the boundary of the District's parcel are shown on **Figure 2**. The total area within the District owned parcel (including the existing, fenced in well site) is approximately 5,000 square feet. Even with the addition of the surveyed area to the existing site, the area is still relatively limited for a well drilling and construction project, and we recommend that the District contact the owner of the neighboring property and attempt to make an arrangement for the Contractor to encroach onto that property with equipment and possible materials staging during the project.

An additional challenge associated with use of the existing Smillie site for a well construction project is the disposition of the site entrance/egress with respect to the flow of eastbound and westbound traffic on Foothill Road. Entrance to the site from the west and egress from the site to the site from the west is at an acute angle which will necessitate entry to the site from the east and egress from the site to the east. Additionally, the site is situated on a blind curve in both directions which will require that appropriate traffic safety measures be established and executed for the duration of the project.



The limited size of the site and the issues associated with ingress to and egress from the site bears the following with respect to the Smillie #2 drilling and construction project:

- Smillie #1 will have to be either destroyed or converted to a monitoring well (which could be housed in a ground flush vault) before mobilization to the site for Smillie #2 drilling and construction. The existing sand filter, discharge piping, and well pedestal will need to be removed in order to set up drilling equipment.
- Drill pipe lengths will be a maximum of 20 feet in length to reduce the size of the trailer needed to transport and hold the pipe joints.
- An offsite area will be needed to accommodate tanks and containers for fluids and cuttings. A relatively small dump/transport truck will be needed to convey cuttings from the site to the offsite staging area. Potential offsite staging areas have been identified. One option may be an area relatively close to the site across Foothill Road. Another option may be the District's yard on Santa Ynez Avenue. We recommend that the District contact the owner of the property across Foothill Road (which may be Cal-Trans) to arrange for temporary use of that site during the Smillie #2 project.
- A traffic safety plan will be required, which will include the placement of signage for the east and west bound traffic on Foothill Road and the use of flagmen in both directions when equipment and/or vehicles are entering or exiting the site.
- A minimum three-man crew will be required throughout the project, which will allow one crew member dedicated for fluid and cuttings transport.

Drilling and well construction operations will be conducted on a 24 hours per day, 7 days per week basis to minimize aquifer damage and maximize the production capacity and efficiency of the well. Following well construction and initial development, the work schedule can revert to conventional work hours. It is estimated that the 24/7 schedule will occur over a period of 14 days for Smillie #2.

Given the proximity of the site to two nearby residences (one 300 feet to the west, and a second 300 feet to the south), a sound barrier will likely be required to reduce noise during drilling and construction. The use of effective sound barriers will likely add approximately \$65,000 to the construction costs. A public outreach and notification program is recommended to familiarize residents who may be impacted by the project.

Drilling fluid and development water disposal will be required throughout the project. Drilling fluids removed from the system during drilling (for drill fluid thinning), fluids displaced during well construction, and initial development fluids shall be transferred offsite and legally disposed of by the Contractor. Fluids produced during airlifting and pumping development that meet the requisite criteria may be discharged to Carpinteria Creek in accordance with the District's existing Statewide NPDES Permit for Drinking Water System Discharges (Order WQ 2014-0194-DWQ, General Order No. CAG140001). Fluids produced during the early stages of airlifting development shall be transferred to tankage at the offsite staging area and may be ultimately discharged under the General permit to the appropriate receiving water after settling has occurred and discharge criteria are met.



SMILLIE WELL NO. 2 BASIS-OF-DESIGN

Based on information acquired through the drilling and historical operation of Smillie #1, objectives of the District's for the replacement well; and considerations of site conditions and construction logistics, Pueblo has developed the preliminary design for Smillie Well No. 2. The design features developed are considered typical for a modern municipal production well, and will also allow the well to be used for aquifer, storage, and recovery (ASR) operations. A brief discussion of each design consideration is presented below:

Conductor Casing. We recommend a surface conductor casing to stabilize near surface materials and facilitate proper circulation of drilling mud and cuttings to the fluid circulation system. We recommend a 28-inch diameter, mild steel casing, with a wall thickness of one-quarter inch, set to a depth of fifty feet.

Drilling Method. The well should be drilled using the reverse-rotary method with a polymeric or bentonite-based fluid system. The specifications would include stringent requirements for the maintenance of mud properties established to maintain a clean, sand free fluid, minimize aquifer/formation damage, facilitate effective wall cake removal and well development, and maximize well performance and well efficiency. A proposed site layout for the drilling equipment is provided in Figure 2.

Well Depth and Well Screen Placement. Smillie #1 is completed to a depth of 824 feet, with screen placement between the depths of 455 feet and 800 feet. Review of the geophysical log for Smillie #1, and review of water level data and well performance test data performed after the 2015 rehabilitation and subsequent well performance tests conducted since then, suggest that the screen zone for Smillie #2 be the generally the same as that for Smillie #1. A screen placement between the depths of 455 feet and 810 feet is recommended, and along with the recommendation for a 10-foot casing cellar, the total depth of the completed well would be 820 feet. We agree with the GTC recommendation to not complete materials deeper than 810 feet due to the likelihood of limited additional production coupled with the possibility of inferior water quality from the deeper materials.

Specific Capacity and Well Production Capacity. Baseline testing following well construction yielded a specific capacity of 1.3 gpm/ft. The specific capacity following the 2015 rehabilitation was determined to be in the range of approximately 4 gpm/ft to 5 gpm/ft. Testing of the well in 2018 and 2021 yielded specific capacities of 1.9 gpm/ft. Given the above, and considering the likelihood that Smillie #1 was drilled with limited oversight regarding mud properties and well development, we believe that a specific capacity for Smillie #2 would conservatively be 3 gpm/ft, and could realistically be as high as 5 gpm/ft.

To derive an estimate of a design pumping rate, it is required that historical water level conditions at the Smillie well be considered. **Figure 3** presents a hydrograph of the water level at the Smillie well between the period 1982 through 2019. As shown, since around 1999, the depth to water in the well has ranged between approximately 100 feet and 190 feet. Assuming a high water level of 100 feet, a low water level of 190 feet, a pumping level at a depth of 67 percent of the available drawdown (static level to top of well screen) for the high and low water levels, and assuming conservative and best-case specific capacities (3 gpm/ft and 5 gpm/ft, respectively), a range of predicted pumping rates can be established. The estimate pumping rate range for Smillie #2 is summarized in Table 2.



Table 2. Smillie #2 Well Performance Estimate Summary

Parameter	Specific Capacity = 3 gpm/ft		Specific Capacity = 5 gpm/ft	
High Water Level (ft)	100	--	100	--
Low Water Level (ft)	--	190	--	190
Top of Screen (ft)	390	390	390	390
Available Drawdown (ft)	330	200	330	200
2/3 Available Drawdown (ft)	221	134	221	134
Pumping Rate (gpm)	583	402	972	670

Casing Diameter. As shown in Table 2, the pumping capacity for Smillie #2 is estimated to be in the range of 402 gpm to 972 gpm. Conservatively, a long-term pumping capacity will likely be in the range of 450 to 800 gpm. Driscoll (Groundwater and Wells, 2nd Edition) recommends that for an anticipated well yield in the 500 gpm to 1,000 gpm range, an optimum casing diameter would be 14 inches, with a minimum casing diameter of 12 inches. A 14-inch diameter casing would be the minimum casing diameter recommended for well yields in the range of 800 gpm to 1,800 gpm. Well diameter recommendations are based on the nominal size of pump bowls required to achieve the design flow rates. We recommend a 14-inch diameter casing for Smillie #2. We believe that this is sufficiently sized to accommodate the design flow rate, and required backflushing flow rates should ASR operations be implemented at the Smillie site.

Borehole Diameter. For purposes of well construction, a minimum 5-inch annulus is required to run temporary construction tremie pipe for effective installation of gravel pack envelope and cement seal materials. A minimum borehole diameter of 24-inches is recommended.

Screen/Gravel Pack Design. The well screen and gravel pack of the well must be designed to minimize entrance and exit velocities at the well screen and gravel pack. The well screen must therefore be designed to maximize open area. The available type of well screen with the most open area is a continuous slot, wire-wrapped design. This type of well screen design has over 400 percent more open area than similar diameter slotted or louvered pipe. For purposes of preliminary design, we recommend a slot size of 0.050-inches with an 8 x 16 gradation gravel pack. The highest quality silica gravel pack available should be used for Smillie #2. The material manufactured by P.W. Gillebrand, or an approved equal, is recommended.

Casing Material Evaluation. We recommend that the entire casing (blank casing and well screen) of Smillie #2 be constructed with Type 304 stainless steel. The use of stainless steel casing and screen provides the best economically viable resistance to corrosion and, therefore, superior well service life. Recent investigations (Roscoe Moss Company, Technical Memorandum 004-02) indicate that the use of stainless steel casing and screen can more than double the service life of a well, thereby dramatically reducing the overall life-cycle costs of the well.



Seal Depth. State of California Water Well Standards (Bulletin 74-81 and supplements) require a minimum annular sanitary seal depth of 50 feet; however, in order to provide additional protection from surface derived sources of contamination and to prevent inter-aquifer leakage, we recommend that the well should be provided with a deep annular cement seal to a depth of 400 feet. This would place the bottom of the seal 55 feet above the top of the perforations.

Casing Wall Thickness. The well casing must be designed to protect against collapse during sealing operations. Unbalanced radial forces occur as a result of differential pressures between the outside and inside of the casing, and excessive force will lead to collapse. Assuming a seal depth of 360 feet, the maximum transient hydrostatic pressure differential will be approximately 156 psi (assuming a specific gravity of the sealing material of 2.0 and the casing maintained full of fluid during cementing). The theoretical collapse strengths (with consideration for ellipticity) of nominal 14-inch diameter stainless steel casing of various wall thicknesses is shown in Table 3 below.

**Table 3. Summary of Casing Collapse Strengths
14-inch-diameter Grade 304 Stainless Steel**

Wall Thickness (inches)	Collapse Strength (psi)
0.25 (1/4)	242
0.3125 (5/16)	419
0.375 (3/8)	636

In order to protect against collapse during sealing operations, the minimum casing wall thickness should be 5/16-inch, which will providing a safety factor of approximately 2.7.

Preliminary Design Summary

Based on the above discussion, preliminary design considerations for the new Smille #2 Well have been developed. The final design will be based on lithologic and geophysical data collected from the pilot hole and refined analysis performed as part of final well design. The preliminary design considerations are summarized below:



Table 4. Smillie Well No. 2 Preliminary Design Summary

Design Consideration	Value
Conductor Casing	28" Mild Steel, to a depth of 20 ft.
Total Well Depth	820 ft.
Screen Placement	455 ft. to 810ft.
Seal Depth	400 ft.
Casing Material	Stainless Steel, Type 304
Nominal Casing Diameter	14-inches
Casing Wall Thickness	5/16-inches
Seal Depth	360 ft.
Gravel Pack Placement	400 ft. to 820 ft.
Gravel Pack	8 x 16; P.W. Gillebrand, or equal
Assumed Specific Capacity Range (gpm/ft)	3 to 5
Design Discharge Rate (gpm)	450 to 800
Estimated Drawdown (feet)	150 to 160
Estimated Pumping Levels (ft bgs)	250 to 350

All depths in feet below ground surface.

Estimated ranges for drawdown and pumping levels based on high (100 ft.) and low (190 ft.) static water levels.

A depiction of the proposed Smillie Well No.2 is presented on **Figure 4**.

ASR Utilization

As water supplies become more limited and the prospect of climate change becomes more apparent, the utility and benefits of ASR technology are being embraced and promulgated by regulatory agencies throughout California. ASR technology involves the use of water wells (albeit specially designed and constructed water wells), to take seasonally available winter runoff flows and inject and store water (after treatment to potable standards) in existing groundwater aquifers. For the District, this technology would be realized by taking Cachuma Project 'spill water', which is available at no cost or entitlement to Cachuma Partners (sans JPA treatment costs) or excess available surface water and recharging the Carpinteria Basin to maintain water levels and ensure adequate groundwater supplies are available in times of drought or regional emergency.

The essential infrastructure elements are already in place at the Smillie well facility to allow ASR implementation; only minor piping and instrumentation modifications are needed (along with a properly designed and constructed well) to be able to implement such a program. The above Basis-of-Design for Smillie #2 incorporates elements to accommodate ASR well operations (e.g., the use of all stainless-steel casing and screen to minimize corrosion and plugging and continuous-slot wire-wrapped screen maximize open area for injection). In addition to contributing to the sustainability of groundwater resources in the Carpinteria Basin, ASR at the Smillie site would likely translate to higher water levels (static and pumping), increased yield, and lower production costs.



Regulatory Requirements

The following regulatory requirements will be associated with the project.

Santa Barbara County Environmental Health Services (SBEHS) Agency. A permit will be required for the conversion of Smillie #1 into a monitoring well, and a permit for the construction of the replacement well will also be required. Although these are ministerial permits, we recommend that the District contact SBEHS prior to commencement of the preparation of the specifications for the project to ascertain whether or not this agency will have any questions or concerns related to the project, or whether or not any special conditions may be applied.

California Environmental Quality Act (CEQA). An Initial Study will need to be prepared to determine what level of review is required and which categorical filing will be appropriate for the replacement well project.

County of Santa Barbara Conditional Use Permit. A conditional use permit from the County of Santa Barbara Planning and Development Department will be required for the project.

State of California Water Resources Control Board Division of Drinking Water (DDW). An amendment to the District's existing water system permit from DDW will be required to remove Smillie #1 from the system permit and add Smillie #2. Because a 50-foot control zone cannot be established for the replacement well because of the limited size of the site and lack of options for adjusting the location of the replacement well, a variance on this requirement will be required. We have encountered this condition previously for other wells, and believe that it is likely that a variance can be obtained for Smillie #2 because: it is replacing an existing municipal supply well; the well design provides for a deep sanitary seal (360 feet) which will prevent contamination from surface sources; and there are no other options to locate the well on the existing property. DDW may require a written agreement with the neighboring property owner regarding the potential for future land use changes on the property adjacent to the replacement well.

State of California Regional Water Quality Control Board (Regional Board). The District is enrolled in the Regional Board's Statewide NPDES Permit for Drinking Water System Discharges (Order WQ 2014-0194-DWQ, General Order No. CAG140001). It is required that the District notify the Regional Board of planned discharges associated with the project before they occur, and that all requirements related to discharges during the project are satisfied.

Estimated Costs

We estimate a total construction cost and bid price for Smillie Well No. 2 of \$1,047,000. This estimate does not include associated costs that will be required for the well pump, piping, and other site improvements. Depending on the market conditions (e.g., the cost of stainless steel and demand for competent bidders) at the time of bidding, the cost could vary by as much as 25 percent.

We also recommend that the existing Smillie #1 be converted into a monitoring well. The conversion can be simply accomplished by removing the piping and pedestal, and providing a water tight, flush mounted vault for the existing well. Some minor modifications to the existing well casing inside the vault may be required. We estimate the cost for the simple monitoring well



conversion to be \$25,000, and we have incorporated that cost into our cost estimation spreadsheet, which is included as supporting documentation.

In addition to the above contractor-related costs, costs for professional services associated with the preparation of plans and specifications, bidding support, construction management, well testing and summary reporting are estimated to be approximately \$85K.

The estimated costs do not include site preparation and development, electrical equipment including the pump, switch gear, control panel and treatment equipment. The estimated cost do not include engineering for electrical, piping, controls and treatment. This cost will be provided by the District.

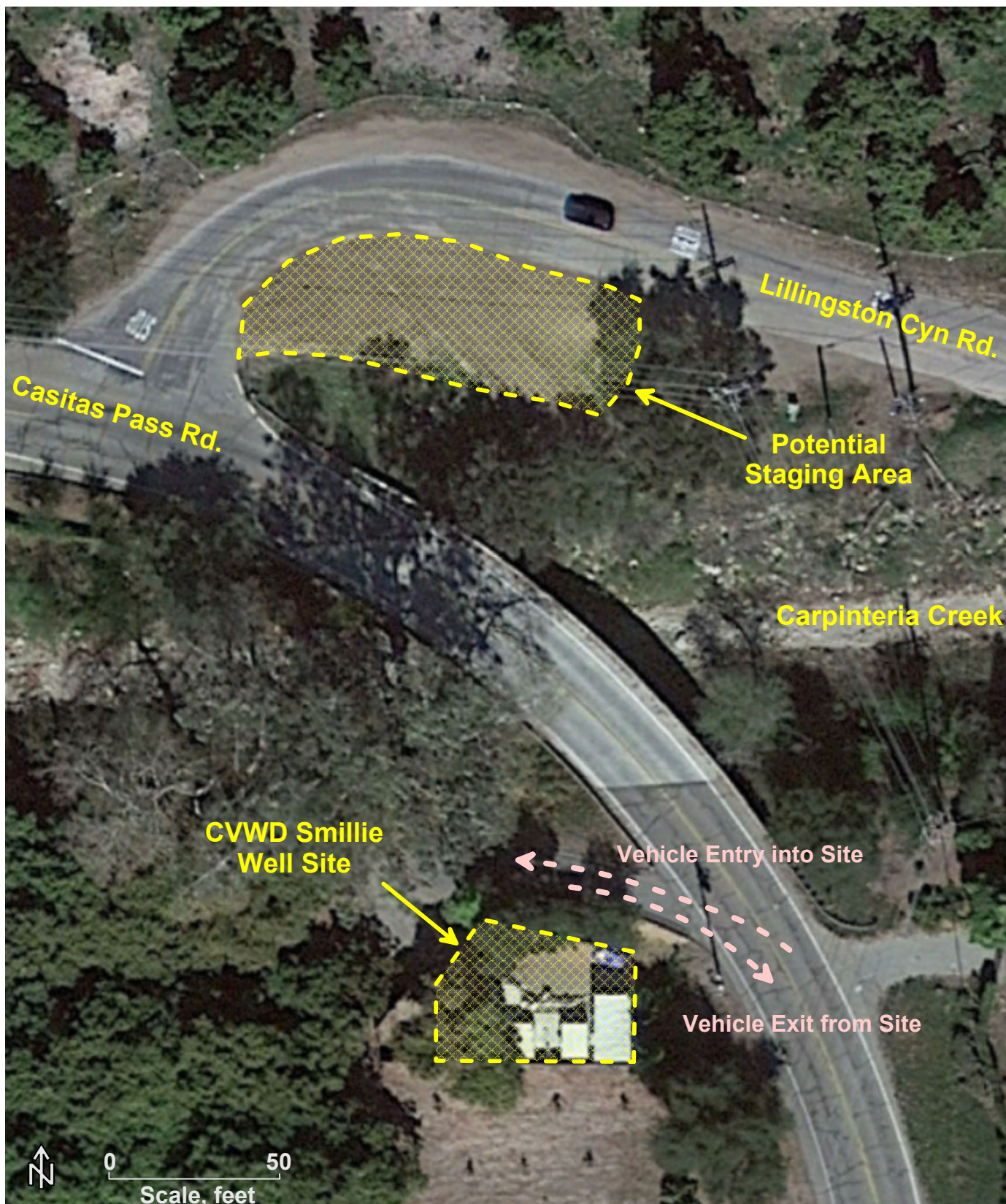
Schedule

We estimate that six weeks will be required to prepare plans, specifications and bid documents for the project, followed by a two-month bidding period, and another four to six weeks for contract award and establishment of a contract for the selected Contractor.

Based on our experience with well drilling and construction projects of a similar magnitude, we estimate that field operations can be completed in approximately ten weeks. During drilling, pilot hole drilling, reaming, and well construction, 24-hour operations will be necessary. All other aspects of work will be completed on an approximately daylight hours basis. A breakdown of the various components of field operations is provided in the following schedule.

Estimate of Schedule for Field Operations												
Weeks from Start Date	1	2	3	4	5	6	7	8	9	10	11	12
Mobilization, Site Preparation, Conductor Casing	■											
Pilot Drilling and Reaming			■									
Well Construction					■							
Mechanical Development (Airlift)						■						
Rig Breakdown/Test Pump Installation							■					
Pumping Development								■				
Well Testing and Pump Removal									■			
Surveys and Disinfection										■		
Demobilization and Site Restoration											■	

■ Daylight Hour Operations
 ■ 24 - Hour Operations



**FIGURE 1. SITE LOCATION MAP
Smillie Well Replacement Project
Carpinteria Valley Water District**



FIGURE 2. SITE LAYOUT MAP
Smillie Well Replacement Project
Carpinteria Valley Water District

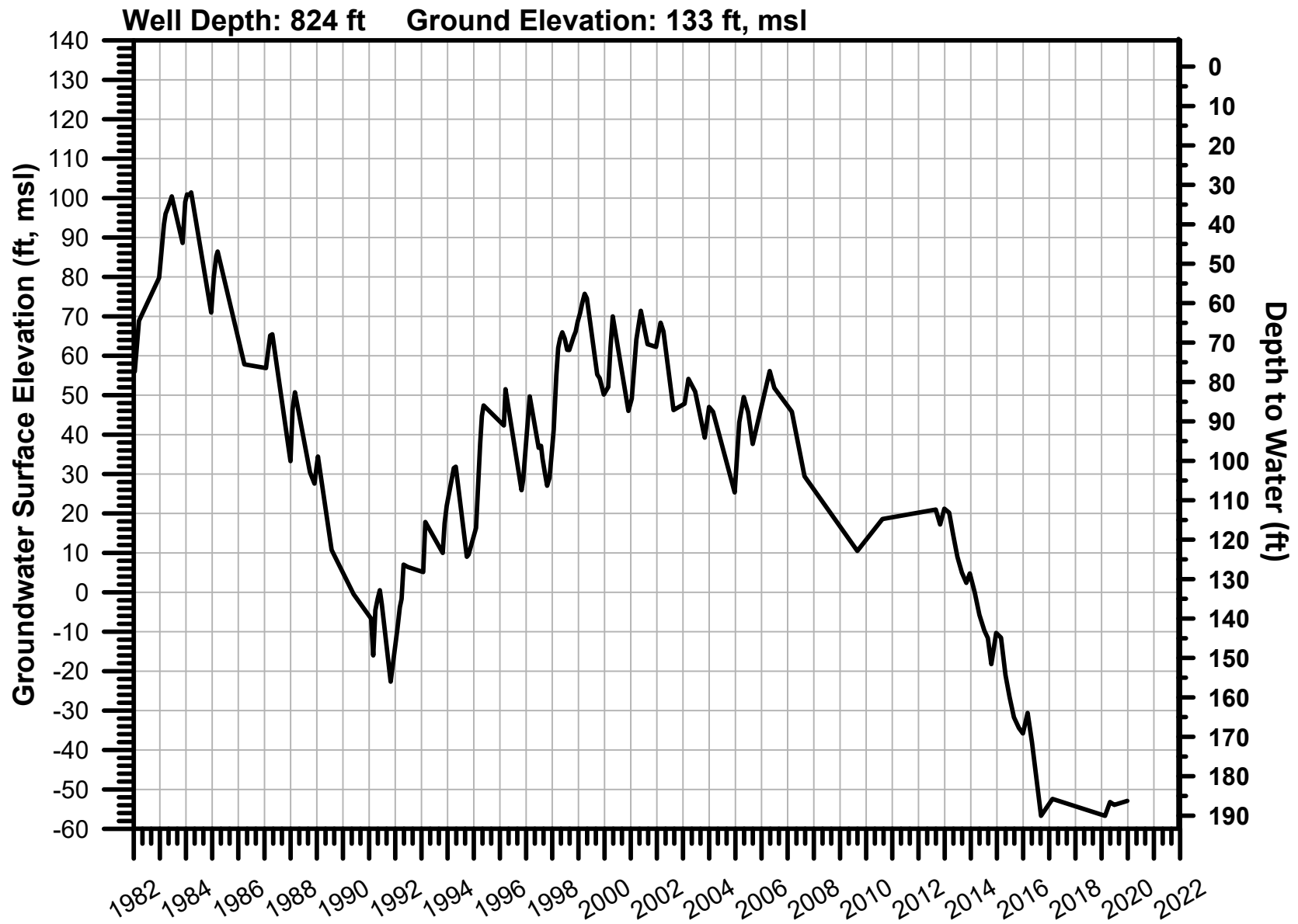


FIGURE 3. SMILLIE WELL HYDROGRAPH
Smillie Well Replacement Project
Carpinteria Valley Water District

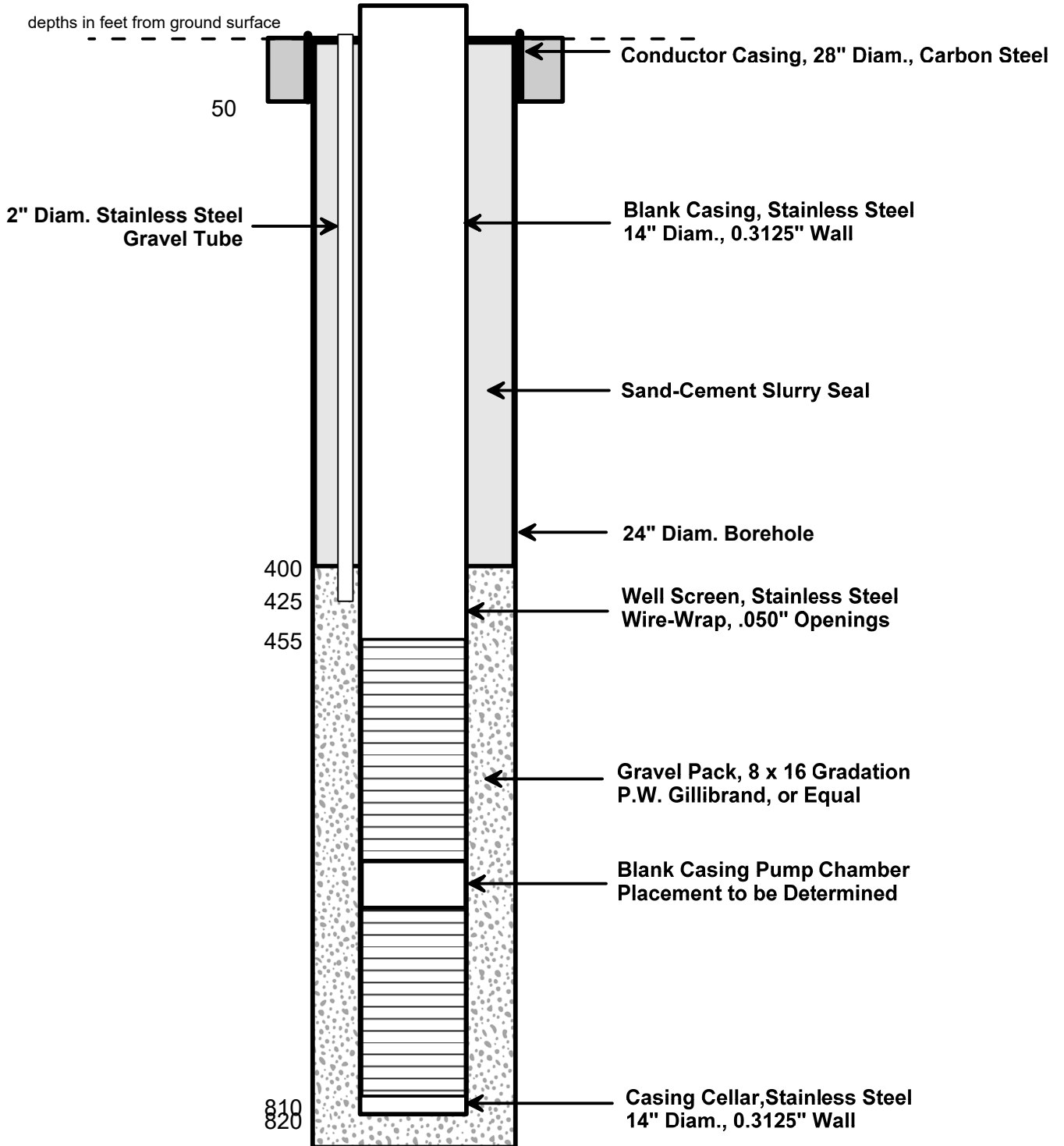


FIGURE 4. SMILLIE #2 WELL DRAWING
Smillie Well Replacement Project
Carpinteria Valley Water District

WELL ESTIMATE WORKSHEET					
PROJECT NAME: Carpinteria Valley Water District Smillie Well Replacement					
WELL NAME: Smillie Well No. 2					
ENGINEER'S OPINION OF PROBABLE COST					
BID					
ITEM				UNIT	ITEM
NO.	ITEM DESCRIPTION	UNITS	QUANTITY	COST	COST
1	MOBILIZATION AND DEMOBLIZATION	LS	1	\$ 80,000.00	\$ 80,000.00
2	MW CONVERSION AND PIPING DEMOLITION	LS	1	\$ 25,000.00	\$ 25,000.00
3	SOUND WALL	LS	1	\$ 70,000.00	\$ 70,000.00
4	28" O.D. CONDUCTOR CASING	LF	50	\$ 750.00	\$ 37,500.00
5	PILOT BORE DRILLING	LF	780	\$ 125.00	\$ 97,500.00
6	GEOPHYSICAL LOGGING	LS	1	\$ 5,000.00	\$ 5,000.00
7	REAMING PILOT HOLE (24" DIA.)	LF	770	\$ 100.00	\$ 77,000.00
8	CALIPER SURVEY	LS	1	\$ 5,000.00	\$ 5,000.00
9	14" DIA. STAINLESS STEEL BLANK CASING	LF	485	\$ 305.00	\$ 147,925.00
10	14" DIA. STAINLESS STEEL WIRE-WRAPPED SCREEN	LF	335	\$ 260.00	\$ 87,100.00
11	2" SS GRAVEL TUBE	LF	425	\$ 70.00	\$ 29,750.00
12	GRAVEL PACK 8 X 16	LF	420	\$ 75.00	\$ 31,500.00
13	CEMENT GROUT SEAL	LF	400	\$ 135.00	\$ 54,000.00
14	RIG DEVELOPMENT	HR	80	\$ 475.00	\$ 38,000.00
15	INSTALL TEST PUMP/TEST PUMP RENTAL	LS	1	\$ 30,000.00	\$ 30,000.00
16	PUMP DEVELOPMENT	HR	60	\$ 475.00	\$ 28,500.00
17	PRODUCTION TESTING	HR	20	\$ 475.00	\$ 9,500.00
18	DISINFECTION	LS	1	\$ 5,000.00	\$ 5,000.00
19	VIDEO AND ALIGNMENT SURVEYS	LS	1	\$ 7,000.00	\$ 7,000.00
20	CUTTINGS/FLUID HANDLING	LS	1	\$ 20,000.00	\$ 20,000.00
21	CUTTINGS/FLUID DISPOSAL	LS	1	\$ 25,000.00	\$ 25,000.00
22	SITE CLEAN-UP	LS	1	\$ 10,000.00	\$ 10,000.00
23	STANDBY TIME	HR	0	\$ 500.00	\$ -

				SUBTOTAL	\$910,275.00
	Contingency 15%				\$136,541.25
				TOTAL ESTIMATED COST	\$1,046,816.25



STAFF REPORT

To: Board of Directors, Carpinteria Valley Water District (CVWD)

From: Robert McDonald, General Manager

Date: Sept 17, 2024

Subject: Consider Resolution 1160 Authorizing the Execution and Delivery of a Construction and Installment Agreement for the CAPP

Background:

Over the past year, staff has been collaborating with the California Department of Financial Assistance on securing financing for the CAPP through the CWSRF program. The loan and grant package includes \$42.5 million in loans and \$8 million in Water Recycling Program grant funds. This funding will be used to reimburse expenses related to the CAPP.

To complete the funding process, the State has requested that the Board adopt a resolution authorizing the Board President or General Manager to execute the funding agreement, referred to in the resolution as the “Installment Agreement.”

Discussion:

The adoption of this resolution will allow the District to move forward with the CAPP funding agreement. Key components of the agreement include:

- \$42.5 million in loan funds: The District can draw from these funds to cover the costs associated with the CAPP. These funds will only become a debt obligation if drawn. If the project does not proceed, no debt will be incurred.
- \$8 million in grant funds: The Water Recycling Program grant funds will be available to further offset project costs, and these funds do not require repayment.

The resolution also requires the Board to make the following findings:

1. The Board acknowledges the good faith estimate of the debt, which is attached to the resolution.

2. The Board has determined that entering into the Installment Agreement is in the best interest of the District, as it will provide the necessary funding for the CAPP.
3. The Board approves the Installment Agreement and authorizes the Board President, General Manager, or other designated officers, to execute it with a maximum loan amount of \$42.5 million.

Financial Impact:

The loan amount of \$42.5 million will only be considered a debt obligation if the funds are drawn. The grant funds of \$8 million will not need to be repaid, providing a significant financial benefit to the District. If the project does not proceed, the District will not be liable for any debt.

Recommendation:

Staff recommends that the Board of Directors adopt the attached resolution 1160, authorizing the Board President or General Manager to execute the Installment Agreement with the California State Water Resources Control Board (CSWRCB) for the Carpinteria Advanced Purification Project (CAPP).

Attachments:

- Resolution Authorizing the Installment Agreement
- Good Faith Estimate of Debt
- Installment agreement

RESOLUTION NO. 1160

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CARPINTERIA VALLEY WATER DISTRICT AUTHORIZING THE
EXECUTION AND DELIVERY OF A CONSTRUCTION INSTALLMENT
SALE AGREEMENT AND GRANT BETWEEN THE CARPINTERIA
VALLEY WATER DISTRICT AND THE STATE WATER RESOURCES
CONTROL BOARD RELATING TO CERTAIN CAPITAL
IMPROVEMENT PROJECTS AND APPROVING OTHER MATTERS IN
CONNECTION THEREWITH**

WHEREAS, the Carpinteria Valley Water District (the “District”) is organized and operates pursuant to the County Water District Law (Water Code section 30000, *et seq.*), and pursuant thereto, is authorized to acquire, construct, and operate facilities to furnish water and recycled water, and to incur indebtedness for such purposes; and

WHEREAS, the State of California has established its Clean Water State Revolving Fund (the “CWSRF”) pursuant to Chapter 6.5 of Division 7 of the California Water Code, as required by Title VI of the federal Water Pollution Control Act; and

WHEREAS, the Board of Directors (the “Board”) of the District has determined that it is in the best interest of the District to enter into a Construction Installment Sale Agreement and Grant (the “Installment Agreement”) with the California State Water Resources Control Board (the “CSWRCB”) for the purpose of funding all or a portion of a water construction project known as Project No. 8366-110 Carpinteria Advanced Purification Project (the “Project”); and

WHEREAS, the District has determined to authorize the execution and delivery of the Installment Agreement for the purpose of funding all or a portion of the cost of the Project and to approve certain matters in connection therewith;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Carpinteria Valley Water District that this Board finds and determines:

1. The recitals set forth above are true and correct and are made findings of the Board of Directors, and by this reference made an operative part of this Resolution.
2. The Installment Agreement in substantially the form on file with the Secretary of the Board is hereby approved. Each of the Board President, the General Manager or the written

designee thereof (each an “Authorized Officer”) are hereby individually authorized and directed to execute and deliver the Installment Agreement with such changes, insertions and omissions as may be recommended by general counsel to the District or Stradling Yocca Carlson & Rauth, A Professional Corporation, as Bond Counsel and approved by the Authorized Officer executing the same, said execution being conclusive evidence of such approval; provided however that the principal amount of the Installment Agreement shall not exceed the principal amount of \$42,500,000. The execution and delivery of the Installment Agreement is determined to be consistent with the District’s debt policy and to the extent the execution and delivery of the Installment Agreement is not in compliance with the District’s debt policy, such noncompliance is waived.

3. The Board acknowledges that the good faith estimates required by Section 5852.1 of the California Government Code with respect to the Installment Agreement are disclosed in Exhibit A hereto and are available to the public at the meeting at which this Resolution is approved.

4. Each Authorized Officer, or the written designee thereof and any other proper officer of the District, acting singly, is authorized and directed to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Installment Agreement and this Resolution.

5. Unless otherwise defined herein, all terms used herein and not otherwise defined shall have the meanings given such terms in the Installment Agreement unless the context otherwise clearly requires.

6. This Resolution shall take effect immediately upon its passage and adoption

Vote on Resolution by roll call resulted as follows:

AYES:

NAYES:

ABSENT:

The Resolution was thereupon adopted.

DATED: This ____ day of ____, 2024.

APPROVED:

Case Van Wingerden, President

ATTEST:

Lisa Silva, Board Secretary

EXHIBIT A

GOOD FAITH ESTIMATES

Set forth below are good faith estimates of **Fieldman Rolapp & Associates**, the District's municipal advisor, with respect to the Installment Agreement as required under Section 5852.1 of the California Government Code. The following estimates have no bearing on, and should not be misconstrued as, any not-to-exceed financial parameters authorized by the Resolution. The amounts below are estimates and the final costs will depend on market conditions and can be expected to vary from the estimated amounts set forth below.

Principal Amount. The Municipal Advisor has informed the District that, based on the District's financing plan and current market conditions, its good faith estimate of the aggregate amount of the Installment Sale Agreement for the Advanced Purification Project to be sold is **\$42,500,000** (the "Estimated Principal Amount") not including accrued interest.

True Interest Cost of the Installment Agreement. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Installment Agreement is executed, and based on the expected interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the true interest cost of the Installment Agreement, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Installment Agreement, is **1.7%**.

Finance Charge of the Installment Agreement. The Municipal Advisor has informed the District that, assuming that the Installment Agreement is executed, their good faith estimate of the finance charge for the Installment Agreement, which means the sum of all fees and charges paid to third parties (or costs associated with the Installment Agreement), is \$23,360.

Amount of Proceeds to be Received. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Installment Agreement is executed, and based on estimated interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the amount of proceeds expected to be received by the District for execution and delivery of the Installment Agreement, less the finance charge of the Installment Agreement, as estimated above, and any reserves or capitalized interest paid or funded with proceeds of the Installment Agreement, is \$42,500,000.

Total Payment Amount. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Installment Agreement is executed, and based on interest rates prevailing at the time of preparation of such estimate, their good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Installment Agreement, plus the finance charge for the Installment Agreement, as described above, not paid with the proceeds of the Installment Agreement, calculated to the final maturity of the Installment Agreement, is \$56,031,047, which excludes any reserves or capitalized interest paid or funded with proceeds of the Installment Agreement (which may offset such total payment amount).

The foregoing estimates constitute good faith estimates only as of August 19, 2024 and are based on information provided in the draft Installment Agreement at the time of preparation of such estimates. The actual principal amount of the Installment Agreement issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment

amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the entering into the Installment Agreement being different than the date assumed for purposes of such estimates, (b) the actual principal amount Installment Agreement sold being different from the Estimated Principal Amount, (c) the actual amortization of the Installment Agreement being different than the amortization assumed for purposes of such estimates, (d) the actual interest rates at the time of sale of the Installment Agreement being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of execution of the Installment Agreement and the actual principal amount of the Installment Agreement sold will be determined by the District based on the timing of the need for proceeds of the Installment Agreement and other factors. Factors such as the final loan repayment schedule, any changes to the interest rate on the Installment Agreement, timing of the execution of the Installment Agreement may be affected by factors beyond the control of the District, or the Municipal Advisor.



STAFF REPORT

To: Board of Directors, Carpinteria Valley Water District (CVWD)

From: Robert McDonald, General Manager

Date: Sept 17, 2024

Subject: Update on CAPP Project Agreements: Joint Exercise of Powers Agreement (JEPA), Ground Lease, and Operations Agreement

Background

The Carpinteria Advanced Purification Project (CAPP) is a collaborative initiative between Carpinteria Valley Water District (CVWD) and the Carpinteria Sanitary District (CSD). A critical component of this project is the construction of an Advanced Water Purification Facility (AWPF) on CSD property. The AWPF will be responsible for treating wastewater to a potable standard, which will be injected into local groundwater storage for future retrieval and use as drinking water.

The operation and maintenance of the AWPF will be handled by CSD staff on behalf of CVWD. CVWD will receive potable water produced at the AWPF and will manage its delivery to injection wells for storage. Additionally, CVWD will cover the costs associated with the AWPF's operations and maintenance, including labor, consumable treatment products (such as chemicals, membranes, and UV light bulbs), and utilities like electricity.

Given the close partnership between CVWD and CSD, several agreements are necessary to govern the funding, operations, performance, and asset management of the CAPP project. These agreements include:

- **Ground Lease:** This will allow the AWPF to be constructed and operated on CSD property.
- **Joint Exercise of Powers Agreement (JEPA):** This will formalize the collaborative roles and responsibilities of CVWD and CSD in relation to the AWPF.

- **Operations Agreement:** This agreement will detail the operational responsibilities and funding mechanisms between CVWD and CSD for the long-term management of the AWPf.

Discussion

The JEPA and Ground Lease were initially drafted in late 2023, anticipating their necessity for the execution of the State Revolving Fund (SRF) funding agreement. However, the California Department of Financial Assistance clarified that while the JEPA will be required to make draws on state grants and loan funds, it is not required for the execution of the SRF funding agreement itself.

In recent months, substantial progress has been made on both the JEPA and Ground Lease agreements. These documents have been reviewed by the CAPP Committee and are now being presented to the full Board for a final review. Following this review, staff intends to bring both agreements in final form for Board adoption at the October 9th meeting.

Once the JEPA and Ground Lease are finalized, staff will shift focus to completing the Operations Agreement, with the goal of having it adopted by the end of 2024. The Operations Agreement will be crucial in establishing clear operational protocols and financial responsibilities between CVWD and CSD for the AWPf.

Next Steps

- **October 9th Board Meeting:** Staff will present the final versions of the JEPA and Ground Lease for Board adoption.
- **Completion of Operations Agreement:** Staff will work to finalize the Operations Agreement by the end of 2024.

Recommendation

This item is for informational purposes only. No action is required by the Board at this meeting.

Attachments:

1. Draft Joint Exercise of Powers Agreement (JEPA)
2. Draft Ground Lease

CARPINTERIA ADVANCED PURIFICATION PROJECT
JOINT EXERCISE OF POWERS AGREEMENT

THIS JOINT EXERCISE OF POWERS AGREEMENT (the “Agreement”) is made and entered into by and between Carpinteria Valley Water District (“CVWD”), a California county water district organized pursuant to Division 12 of the Water Code, and the Carpinteria Sanitary District (“CSD”), a California special district organized under the Sanitary District Act of 1923. CVWD and CSD may be referred to individually as a “Party” or collectively as the “Parties.” The Parties agree as follows:

ARTICLE 1: SCOPE, NATURE AND PURPOSE

1.1. The purpose of this Agreement is to authorize the Parties, pursuant to that authority in the Joint Exercise of Powers Act (Government Code sections 6500 through 6599.3) to jointly exercise their powers to plan, finance, acquire, construct, maintain and operate facilities for collection, transportation, treatment, reclamation, recycling, reuse, and disposal of sanitary sewage and similar wastewaters and to produce recycled or advanced purified water for beneficial use.

1.2. Each Party to this Agreement is a public agency authorized and empowered to contract for the joint exercise of powers under the Act.

1.3. The Parties now desire, by this Agreement, to collectively harness their joint powers to allow for the construction, operation, and administration of a reclamation facility for the purpose of treating wastewater and producing recycled or advanced purified water, and for related purposes.

ARTICLE 2: GENERAL PROVISIONS

2.1. Definitions. Unless the contrary is stated or clearly appears from the context, the following definitions govern the construction of the words and phrases used in this Agreement. Undefined words and phrases have the same meaning as set forth in the Act:

2.1.1 Act means the Joint Exercise of Powers Act (Government Code sections 6500 through 6599.3) governing the joint exercise of powers common to public agencies.

2.1.2 Agreement means this Joint Exercise of Powers Agreement.

2.1.3 CEQA refers to the California Environmental Quality Act (Public Resources Code § 21000, et seq.) and the regulations promulgated to implement it (14 Cal. Code of Regs. § 15000, et seq.).

2.1.4 Chief Plant Operator means the individual who is chiefly responsible for overseeing the day-to-day operation of the AWWPF.

2.1.5 Effective Date means the date this Agreement was executed. Should there be differing dates of execution, Effective Date means the latest in time date of execution.

2.1.6 Fiscal Year means the period commencing on July 1 of each year and ending on and including June 30 of the following calendar year.

2.1.7 NEPA refers to the National Environmental Policy Act (42 U.S.C. Section 4321, et seq.) and the regulations promulgated to implement it (40 CFR Part 1500, et seq.).

2.1.8 Product Water means Title 22 water produced by the Project that meets all state and federal requirements for groundwater augmentation and any supplemental water quality requirements agreed to by the Parties as necessary and appropriate for delivery to CVWD customers.

2.1.9 Product Water Delivery Point means the point at which Product Water crosses the legal boundary line from the Property into the adjoining real property parcel.

2.1.10 Project means any devices, equipment, plants and systems used in the conveyance, storage, treatment, recycling, reclamation, and advanced purification of wastewater, including all advanced water purification facilities, conveyance facilities, well facilities, utility installations, and related appurtenances, extensions, improvements, remodeling, additions and alterations thereof, and any works that will be an integral part of the treatment process or used for ultimate disposal of waste streams generated by the Advanced Water Purification Facility. The Project is comprised of the following primary components:

- a. Advanced Water Purification Facility, or “AWPF,” which includes those facilities required to treat recycled water to meet standards for indirect potable reuse via groundwater replenishment by subsurface injection; facilities that provide full advanced treatment and treatment waste streams; the building that houses the AWPF; the Product Water Pump Station; and all associated AWPF and Product Water Conveyance System piping on the Property. This term does not include those facilities that are identified as Wastewater Treatment Plant or Collection System.
- b. Product Water Conveyance System which is the conveyance system used to transport Product Water from the Product Water Pump Station to the injection wells. A portion of the Product Water Conveyance System is on the Property and included in the definition of AWPF.
- c. Product Water Pump Station which refers to those facilities, including clear wells, pumps, pipes, control systems, electrical equipment, valves, and appurtenances, necessary to discharge purified water into the Product Water Conveyance System. The Product Water Pump Station is on the Property and included in the definition of AWPF.

2.1.11 Collection System, which refers to the intercepting sewers, and wastewater collection and conveyance systems owned and operated by CSD for the purpose of collecting and delivering wastewater to the AWPF and associated pumping stations and other equipment and their appurtenances, extensions, improvements, remodeling, additions and alterations thereof.

2.1.12 Wastewater Treatment Plant means new or existing primary treatment, biological secondary treatment, disinfection, effluent discharge, and solids handling facilities.

2.1.13 Property means the real property owned by CSD and located at 5351 6th Street, Carpinteria.

2.1.14 Source Water means the wastewater received and processed and owned by CSD before Project treatment.

2.1.15 Title 22 means Title 22, Division 4 of the California Code of Regulations, as may be amended from time to time.

ARTICLE 3: THE PROJECT

3.1 Beneficiaries. The Project will be constructed by CVWD and operated for the benefit of CVWD customers. The Project may have secondary benefits for CSD and groundwater sustainability.

3.2 Project Ownership; Right of Inspection.

3.2.1 CVWD owns the Project, including the Advanced Water Purification Facility and Product Water Conveyance System, and all Product Water beginning at the Product Water Delivery Point. CVWD may inspect the AWPf upon notice to the CSD General Manager.

3.2.2 CSD owns the Collection System, Property, and Wastewater Treatment Plant and is responsible for providing any Source Water for use in and treatment by the AWPf at no cost to CVWD. CSD employees will operate the AWPf in accordance with this Agreement.

3.3 Agreement Administration. Except as otherwise provided in this Agreement, the General Manager for each Party will represent their respective agency on all matters relating to the administration of this Agreement.

3.4 Environmental Documentation. During the environmental review and permitting process, the Parties will work together to ensure compliance under CEQA and NEPA, if applicable, and further agree to provide timely notice, review, response and comment, as necessary.

3.5 Project Development. CVWD will serve as the Lead Agency and CSD will be designated a Responsible/Cooperating Agency for CEQA (and NEPA, if applicable) review of Project development, design and construction, and operations. CVWD is responsible for and must finance the costs of addressing any CEQA and NEPA protests and appeals.

3.6 National Pollution Discharge Elimination System (NPDES) Permitting. With the exception of technical studies or non-routine analysis needed to obtain approvals (e.g., where a third-party consultant or outside service provider must be retained), CSD will fund and secure any necessary changes in its NPDES permit to accommodate discharge of Advanced Water Purification Facility waste streams, including reverse osmosis concentrate discharged to receiving waters under the jurisdiction of federal and state agencies. CVWD will only pay for any extraordinary costs associated such permit applications and approvals that are exclusively associated with the Project.

3.7 Waste Discharge Requirements and Water Recycling Requirements (WDR/WRR) Permitting. CVWD will obtain and fund all efforts required to obtain the WDR/WRR permit for the Project facilities except for development and implementation of an enhanced source control program by CSD. CSD is an interested agency for purposes of comment and review on WDR/WRR permitting activities.

3.8 Project Costs. Except as otherwise provided, CVWD is solely responsible for the cost of funding the design, construction, operation, repair and maintenance of the Project. CSD is only liable for the cost of any repair or maintenance resulting from CSD's ~~sole gross~~ negligence or intentional misconduct.

3.9 Project Design and Construction. CVWD will execute all final design and construction contracts with CSD as an intended third-party beneficiary. The Parties will collaborate on the design development process. Subject to this Agreement, however, CVWD will have final authority on the overall design and construction of the Project.

3.9.1. CVWD understands its use of the Property for the Project, including layout and operational activities, must accommodate CSD's Property rights and operational needs. CVWD must ensure the Project will be designed to minimize impacts to continued operation of the Wastewater Treatment Plant and other CSD facilities. In addition, CSD must provide final approval, which will not be unreasonably withheld, for any modification of the Property and its Wastewater Treatment Plant and Collection System.

3.10 Change Orders. The Parties understand the Project is unique in timing, cost and approach. Accordingly, either Party through its General Manager may request change orders to the design or construction of the Project with respect to:

3.10.1. Party-caused delays including delays caused by contractors or consultants acting upon a Party's behalf.

3.10.2. Increase in material costs; change in design necessary for implementation of the Project including any increase in labor costs resulting from design changes in the Project as work progresses.

3.10.3. Change in law; and

3.10.4. Force Majeure Events or other events beyond the reasonable control of the Parties including private or public projects affecting a critical path as determined from the most recent critical path schedule.

3.10.5. The Joint Management Committee (defined in Section 5.3) must approve any such requests in good faith and resolve such requests in a reasonably timely manner.

3.11 CSD Funding. CSD may advance costs for the Project which must be reimbursed to CSD by CVWD. The method, timing, and reimbursement of any payments must be approved by the CSD Board of Directors. Such approval may be reflected in an Operating Plan as contemplated by this Agreement. All such payments will constitute a debt owed by CVWD to CSD and must be repaid by CVWD with interest at the interest rate in the Local Agency Investment Fund (“LAIF”). Failure to reimburse CSD may subject the Agreement to termination; CSD may, alternatively, suspend operating the AWPf upon 10 days’ notice until being fully reimbursed.

3.12 Ownership. CSD owns and will continue to own all Source Water, any discharge or bypass water, and all byproduct waste streams produced by the AWPf that meet the restrictions on CSD’s NPDES permit for ocean discharge, and covenants to comply with all applicable concentration limitations and requirements. CVWD will take delivery and ownership of all Product Water at the time it reaches the Product Water Delivery Point.

3.13 Waste Stream Disposal. As AWPf operator, CSD is responsible for managing disposal of all AWPf water that does not meet the requirements to be considered Product Water. CVWD is financially responsible for disposing of AWPf waste streams that do not meet CSD’s NPDES permit for ocean discharge when Source Water meets CSD’s NPDES permit for ocean discharge, except for disposal issues caused by CSD ~~sole gross~~ negligence or intentional misconduct. CSD and CVWD will work together to resolve permit issues and enable discharge under the NPDES permit in accordance with the remedies set forth in the Operations Agreement.

3.14 Source Water Quality. CSD will in good faith endeavor to ensure that all Source Water for subsequent treatment by the Advanced Water Purification Facility meets permit requirements. Any ongoing acute or chronic issues impacting the quality of the Source Water may be resolved by the Operating Committee or Joint Management Committee, respectively.

3.15 Chief Plant Operator; Project Designee; Use of CSD Employees.

3.16.1. The Operations Agreement will address hiring and supervision of the Chief Plant Operator.

3.16.2. CSD employees, personnel, contractors and consultants including, without limitation, the Chief Plant Operator (“CSD Personnel”) will operate the Collection System, Wastewater Treatment Facility, and Advanced Water Purification Facility.

3.16.3. CVWD will designate a CVWD employee who is primarily responsible for coordinating with the Chief Plant Operator (the “CVWD Project Designee”). The CVWD Project Designee is intended to liaise with the Chief Plant Operator regarding operational matters.

3.16 Data Sharing. CSD will collect and share with CVWD data concerning the amount and quality of water treated by the Advanced Water Purification Facility along with AWPf operational information in a manner sufficient to allow CVWD to meet WDR/WRR permit requirements and coordinate operation of its injection wells. Data sharing requirements and integrated control systems may be further refined in Operating Memoranda.

3.17 Future Regulatory Impacts. The Parties understand each of their agencies as well as the Project operate in a highly regulated environment, and that future regulation may impact the Project and its operations. Consequently, the Parties agree to work collaboratively to meet future regulatory requirements imposed on the use or treatment of Source Water, operation of the AWPf, and disposal of AWPf waste streams. Notwithstanding, CSD is responsible for funding and complying with any future regulations concerning discharge that would otherwise be imposed in absence of the Project.

ARTICLE 4: FINANCING; USE OF THE PROPERTY

4.1 Loan Conditions. CVWD will obtain financing through the Clean Water State Revolving Fund (the “SRF Loan”), with an expected SRF Loan term of 30 years after CVWD files the construction Notice of Completion for the AWPf with the Santa Barbara County Clerk (the “Notice of Completion Date”). The Parties understand the SRF Loan is conditioned upon CVWD’s continued and unimpeded right to use the Property for the life of the Project, which the Parties estimate to be a minimum of 30 years after the Notice of Completion Date. CSD agrees, during the Term of this Agreement, to take reasonable actions to preserve CVWD’s continued right to use the Property.

4.2 Lease Agreement. CSD and CVWD will execute a separate instrument governing the Parties’ rights and obligations to use the Property for the lifetime of the Project. The Parties intend that such instrument will ensure the unimpeded use of the Property by CVWD for the duration of the Term. The fee for using the Property to benefit the Project will be nominal to the extent permitted by applicable law.

ARTICLE 5: GOVERNANCE

5.1 Operations Committee. The Parties will appoint an Operations Committee or “OC” comprised of the General Manager of each Party and the Chief Plant Operator and the CVWD Project Designee. The Operations Committee will oversee and provide guidance concerning the operations and maintenance of the Project.

5.2 Meetings. The Operations Committee may meet as often as desirable by the Parties, but not less than a quarterly basis.

5.3 Joint Management Committee. A joint committee comprised of three members of the governing body of CVWD and two members of the governing body of CSD will be established to review and direct policy and high-level management decisions concerning and affecting the Project, including any future amendment of this Agreement and the roles and responsibilities of the Parties hereto (the “Joint Management Committee”). The Joint Management Committee will review and recommend the Project’s annual operating budget, engage in capital planning and

budgeting, and make decisions related to Project operations, among other things. The Joint Management Committee's role will be advisory to staff and the governing bodies of the Parties.

5.4 *Meetings.* During the pendency of the Project, the Joint Management Committee will meet once monthly. The meetings of the Joint Management Committee must comply with the requirements of the Ralph M. Brown Act (Government Code sections 54950, et seq.). After a notice of completion for the Project is recorded, the Joint Management Committee may meet as desirable but not less than once a quarter.

5.5 *Finances.* The OC will prepare an annual budget for the operation and maintenance of the Project that is reviewed by the Joint Management Committee. The Joint Management Committee will recommend an annual budget to the Board of Directors for each Party. All recommended annual budgets must be approved by the Board of Directors for each Party. If the annual budget is not approved by both Board of Directors, the most recently approved annual budget will continue to apply until a new annual budget is in place. The annual budget may be adjusted during the fiscal year following the same approval process as the original annual budget.

5.6 *Policy.* The Joint Management Committee may suggest amendments to this Agreement to the Board of Directors for each Party.

5.7 *Appeals.* The Joint Management Committee may hear appeals of disputes in accordance with this Agreement.

ARTICLE 6: COOPERATION; OPERATIONS AGREEMENT AND OPERATING MEMORANDA

6.1 *Operations Agreement; Purpose.* Once completed and approved, ~~the~~ Operations Agreement is becomes an attachment attached to this Agreement and is incorporated by this reference. The Operations Agreement is intended to identify: an AWPf operations staffing plan including hire dates, employee qualifications, and employee compensation; CSD Project cost tracking and reimbursement methodologies; use of pre-RO treated water; and other operational matters.

6.2 *Execution and Amendment of Operations Agreement.* The Operations Agreement must be ratified by the Parties' governing bodies. It may be amended by the Operating Committee or Joint Management Committee in accordance with this Article. The governing bodies of each Party will ratify any Operations Agreement amendments within 90 calendar days after approval by the Joint Management Committee. Failure to ratify such an amendment within 90 days renders it void.

6.3 *Operating Memoranda; Purpose.* The Parties acknowledge that the provisions of the Agreement require a close degree of cooperation and that new information and future events may demonstrate that changes are appropriate with respect to the rights and obligations of the Parties under this Agreement. The Parties desire, therefore, to retain a certain degree of flexibility with respect to the performance details for those items covered in general terms under this Agreement. If, from time to time, the Parties find that refinements or adjustments are desirable, such refinements or adjustments will be accomplished through operating memoranda or implementation

agreements (the “Operating Memoranda(um)”) approved by the Parties which, after execution, will be attached to this Agreement as addenda and become a part hereof. No substantive changes to this Agreement may be accomplished via an Operating Memorandum.

6.4 Execution and Amendment of Operating Memoranda. The OC may determine that an Operating Memorandum, as defined in this Agreement, is desirable to assist in governing this Agreement and the Project. Operating Memoranda may be executed on behalf of the Parties by their respective General Managers. Notwithstanding, approval of any Operating Memorandum may be deferred to the Joint Management Committee or the governing bodies of each Party upon the request of any Party’s General Manager. The Operating Memoranda may be amended after collaboration and recommendation of the Operating Committee or the Joint Management Committee and executed on behalf of the Parties by their respective General Managers. The Parties may only amend an Operating Memorandum in the same manner as the original.

6.5 Cooperation Regarding Grant Funding. The Parties further resolve to work collaboratively to maximize grant opportunities for the Project, and to respond to associated requests for information in a timely manner.

ARTICLE 7: SALE OF THE PROPERTY DURING TERM

7.1 Transfer. CSD agrees that it will not voluntarily sell, exchange, assign, or otherwise transfer (“Transfer”), or attempt to Transfer, title to the Property to any third party during the initial 30-year Term after the Notice of Construction Date.

7.2 Purchase Option. Thereafter, if CSD desires to Transfer the Property, it will (1) first offer CVWD the ability to purchase the Property at fair market value to be determined by an independent third-party consultant qualified in the wastewater or water industry; and (2) any eventual Transfer to a third-party must be made contingent upon the continuation of CVWD’s contractual rights to use the Property through the Term of this Agreement.

7.2.1 CSD must give CVWD timely notice of its intent to Transfer the Property not less than 12 months before the end of any Term subsequent to the initial Term.

7.2.2 CVWD may have up to six months after a fair market value is determined to purchase of the Property, and CSD may only Transfer the Property to a third party after expiration of the six-month period or receipt of CVWD’s written notice that it does not intend to purchase the Property. Upon CVWD’s expression of intent to purchase the Property, CVWD must purchase the property within twelve months.

7.3 Survival. This Agreement survives any sale of the Property to a third-party during the Term. CVWD constitutes an intended third-party beneficiary to any agreement between CSD and a third party for the sale of the Property.

ARTICLE 8: INSURANCE

8.1 Each Party understands and acknowledges that the other is a public entity and is a member of an insurance pool, pursuant to a joint powers agreement, and the limits of liability under the agreement is set forth in the respective memoranda of coverage for each Party. Each Party agrees to accept the other's status as satisfactory compliance with their respective insurance requirements. In the event either Party decides to change its insurance status, it agrees to provide the other Party with 30 days' advance written notice of the effective date of this change in status. Thereafter, that Party agrees to provide the other with appropriate evidence of insurance coverage(s).

8.2 The Parties agree that it may be necessary to secure property damage coverage for the AWPf that is independent from that currently held by the Parties. The Joint Management Committee may make such recommendation to the respective Board of Directors for each Party. CVWD is responsible for acquiring and paying for any such insurance.

ARTICLE 9: AMENDMENT

9.1 This Agreement may be amended at any time by the written consent of the governing body of each Party hereto. Bases for amendment include, without limitation, changes related to the design, construction, operation, and funding of the Project.

ARTICLE 10: TERMINATION

10.1 Term and Termination. The Parties acknowledge the terms of the SRF Loan require this Agreement to be effective for at least 30 consecutive years, the anticipated life of the ~~Project Loan~~. This Agreement becomes effective as of the Effective Date and continue in full force and effect for a minimum term ("Term") of 30 years after the Notice of Completion Date, and, unless terminated, will automatically renew for successive five-year periods on the anniversary of the Notice of Completion Date. Except for non-payment of invoices, this Agreement may only be terminated if written notice of termination is provided not less than one year before the end of any Term. Prior to notice of termination, the parties shall engage in the dispute resolution process. Before any notice of termination, the Parties must engage in the dispute resolution process.

A 90-day notice of default for failure to pay invoices may be provided by a Party. If, following such 90-day notice, the invoice remains unpaid, this Agreement will automatically terminate except upon mutual written agreement ratified by the Board of Directors of both parties. Upon termination, this Agreement will continue to exist for the purpose of disposing of all claims, distribution of assets, and all other functions necessary to conclude the Project. Notwithstanding the foregoing, a Party may pay an invoice under protest, and thereafter engage in the dispute resolution process set forth in this Agreement.

ARTICLE 11: SPECIAL PROVISIONS

11.1 Release and Indemnity. The Parties to this Agreement release each other and agree to hold each other harmless, as well as their governing boards, officers, agents, administrators and employees, for any loss or liability arising from their respective activities pursuant to this Agreement. Except as otherwise provided herein, each Party agrees to indemnify, defend and hold harmless the other Parties, governing boards, officers, agents, administrators and employees from

any and all demands, claims, or liabilities of any nature, including death or injury to any person, property damage or any other loss caused by or arising out of that Party's performance or failure to perform the obligations assumed under this Agreement.

11.2 *Survival.* This Article 11 survives termination of this Agreement.

11.3 *Dispute Resolution.* If a dispute should arise, the General Manager or other executive-level manager for each Party will meet or teleconference to resolve the dispute within 25 calendar days of written notification of the dispute. Before such meeting or teleconference, the Party bringing the dispute will draft and submit to the other Party(ies) a written description, including any factual support, of the disputed mater. After receiving this written description, the other Party(ies) will provide a written response to such written description within a reasonable period of time, not to exceed 15 calendar days after receipt of the written description.

11.3.1 If no resolution of the dispute occurs at the meeting or teleconference and the dispute remains unresolved after 40 calendar days of written description of the dispute, the dispute will be elevated to the Joint Management Committee. The Parties' previously prepared written descriptions and responses must be submitted to the Joint Management Committee for its consideration, and a meeting of the Joint Management Committee must be duly noticed for no more than 70 calendar days after the initial written description of the dispute.

11.3.2 If no resolution of the dispute occurs at the meeting of the Joint Management Committee, the dispute will be elevated to a Joint meeting of the Board of Directors for each Party. The Parties' previously prepared written descriptions and responses must be submitted to the Board of Directors for each Party for its consideration, and Joint meeting of the Board of Directors for each Party must be duly noticed for no more than 60 calendar days after the initial written description of the dispute. If no resolution of the dispute occurs at the meeting of the Board of Directors for each Party and the dispute remains unresolved after 60 calendar days from receipt of the initial written description of the dispute, the Parties agree to submit the dispute to non-binding mediation by a mediator to be mutually selected by the disputing Parties. The costs of mediation will be shared equally by all Parties subject to the dispute. Any statute of limitations will be tolled from the time the matter is submitted to mediation until the mediation process has concluded.

11.3.3 In the event the dispute is not resolved by mediation, the dispute may be resolved by binding arbitration. The Parties must submit such dispute for binding arbitration in Santa Barbara County, California, before an arbitrator selected from Judicate West (or if it no longer exists, from the American Arbitration Association (AAA), of it that no longer exists, from JAMS, or if that no longer exists, from a similar arbitration organization.) Arbitration will be conducted in accordance with Judicate West's, or other chosen arbitration organizations, then current rules related to commercial arbitration. Judicate West's Commercial Arbitration Rules can be found at: <https://www.judicatewest.com/Services/DisplayPDF/127>.

11.3.4 The Parties have all rights to depositions and discovery as provided under the rules of the selected arbitration organization. The arbitrator must apply California law to the proceeding. The arbitrator has the power to grant all legal and equitable remedies including provisional remedies and award compensatory damages provided by law, but the arbitrator may not order relief in excess of what a court could order. The arbitrator must prepare and provide the parties with a

written award including factual findings and the legal reasoning upon which the award is based. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator or correct or vacate such award as provided by applicable law.

11.3.5 Notwithstanding the foregoing, nothing set forth in this Section requires mediation before commencing an action in equity seeking injunctive relief. All applicable statutes of limitation are tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

11.3.6 Nothing in this Section prohibits one or both Parties from seeking a special joint meeting of their governing boards to seek resolution of a dispute. A request for such meeting must be made upon 10-day written notice by one Party to the other or, if jointly requested, by mutual scheduling.

11.4 Force Majeure. Except as otherwise provided, the Parties are not liable for delays or failures in performance of their obligations under this Agreement that arise out of or result from causes beyond its or their control including, without limitation, the occurrence or threat of the following: an act of public enemy; an act of civil or military authorities; a fire, flood, earthquake or other disaster, natural or otherwise; an explosion; a declared or undeclared war or act of terrorism; an epidemic or pandemic; a national or state emergency; a strike or a lockout, other than strikes or lockouts of the Parties' employees; a riot or civil unrest; a freight embargo; delays of common carriers; acts or orders of governmental authorities, except for acts or orders of the Parties; impact of governmental statutes, regulations, permits or orders imposed or issued after the Effective Date; unavailability of required third-party labor or materials; inability to acquire or retain qualified employees to operate the Project; inability to obtain funding due to a financial crisis; a regulatory agency's failure to issue a required permit or other approval despite submittal of a complete application; litigation involving either the Property or the Project not initiated by the Parties; and any other events or circumstances not within the reasonable control of the affected Party whether similar or dissimilar to any of the foregoing ("Force Majeure Event(s)"). A Force Majeure Event is considered to have ended when the Parties can reasonably and safely resume their respective obligations and efforts under this Agreement.

11.5 Choice of Law. This Agreement must in all respects be interpreted, enforced and governed by and under the laws of the State of California. The Parties agree that the venue of any action, proceeding or counterclaim is the County of Santa Barbara.

11.6 Notice. Notices required or permitted by this Agreement are sufficiently given if made in writing and delivered personally or by registered or certified mail, postage prepaid, to the Parties as follows:

CVWD:
Carpinteria Valley Water District
1301 Santa Ynez Ave.
Carpinteria, CA 93013
Attn: General Manager

CSD:
Carpinteria Sanitary District
5300 6th Street
Carpinteria, CA 93013
Attn: General Manager

11.7 Headings. The article and section headings in this Agreement are for reference only and do not define or interpret any provision hereof.

11.8 Severability. If any provisions of this Agreement are invalid or unenforceable, the remainder of this Agreement is not affected thereby, and each provision of this Agreement is valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

11.9 Counterparts. This Agreement may be executed in identical counterparts, each of which must be an original, but all of which taken together constitutes one and the same Agreement.

11.10 Cooperative Drafting. This Agreement was drafted through a cooperative effort of CSD and CVWD, each of which have had an opportunity to have the Agreement reviewed and revised by legal counsel. No one Party will be considered the drafter of this Agreement, and no presumption or rule that an ambiguity will be constructed against the drafting Party may apply to the interpretation and enforcement of this Agreement.

11.11 Entire Agreement. Except as otherwise provided in this Agreement, this Agreement constitutes the full and complete Agreement of the Parties.

11.12 Separating Writings, Exhibits, Appendices. The following constitute a part of this Agreement and are incorporated into this Agreement by reference:

- a. Lease Agreement.
- b. Operations Agreement.

11.13 Waiver. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement (1) is effective unless it is in writing and signed by the Party making the waiver; (2) may be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy; or (3) is deemed to constitute a continuing waiver unless the writing expressly so states.

11.14 No Third-Party Rights. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person other than the Parties and their respective successors and assigns, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third person to any Party, nor shall any provision give any third person any right of subrogation or action over or against any Party.

11.15 Authorization. The legislative bodies of the Parties have each authorized execution of this Agreement, as evidenced by the signatures below.

DRAFT

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by authorized officials thereof on the dates indicated below.

CARPINTERIA VALLEY WATER DISTRICT

APPROVED AND ACCEPTED BY THE BOARD OF DIRECTORS:

By: _____
CASE VAN WINGERDEN
PRESIDENT, BOARD OF DIRECTORS

DATE: _____

ATTEST:

LISA SILVA~~BOB MCDONALD~~, BOARD SECRETARY

DATE: _____

APPROVED AS TO FORM:

By: _____
CARI ANN POTTS, GENERAL COUNSEL

DATE: _____

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

CARPINTERIA SANITARY DISTRICT

APPROVED AND ACCEPTED BY THE BOARD OF DIRECTORS:

By: _____
MIKE MODUGNO
PRESIDENT, BOARD OF DIRECTORS

DATE: _____

ATTEST:

KIM GARCIA, BOARD CLERK

DATE: _____

APPROVED AS TO FORM:

By: _____
KARL H. BERGER, GENERAL COUNSEL

DATE: _____

DRAFT

**LEASE AGREEMENT BETWEEN THE
CARPINTERIA SANITARY DISTRICT AND
THE CARPINTERIA VALLEY WATER DISTRICT**

THIS LEASE is made and executed this ____ day of _____, 2023, (the “Effective Date”) between the Carpinteria Sanitary District (“CSD”), a California special district organized under the Sanitary District Act of 1923, and the Carpinteria Valley Water District (“CVWD”), a California county water district organized pursuant to Division 12 of the Water Code. In this Lease, CSD and CVWD are sometimes individually referred to as a “Party” and collectively as the “Parties.” The Parties agree as follows:

1. **LEASE; DESCRIPTION OF PROPERTY.** CSD leases to CVWD to use, on the terms and conditions of this Lease, portions of real property graphically identified in attached Exhibit “A” (“Property”), which is incorporated by reference, which represents the footprint of the Advanced Water Purification Facility (the “AWPF”). This Lease is exempt from the provisions of the California Subdivision Map Act pursuant to Government Code section 66412.1(b).

2. **SUBJECT OF LEASE.** This Lease is entered into pursuant to that certain Carpinteria Advanced Purification Project Joint Exercise of Powers Agreement executed on xxxx (the “JEP A”). Unless otherwise defined herein all capitalized terms have the meanings ascribed to them in the JEP A. **IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS AND CONDITIONS OF THIS LEASE AND THE TERMS AND CONDITIONS OF THE JEP A, THE JEP A CONTROLS.**

3. **JEP A.** The JEP A provides for the ground lease of the Property to CVWD and the development and construction thereon of the AWPF pursuant to the terms of the JEP A.

4. **DEVELOPMENT OF THE PROJECT.** CVWD must construct the AWPF on the Property in accordance with the terms and conditions of the JEP A.

5. **USE OF THE PROPERTY.**

A. Use of the Property. CVWD may use the Property and the AWPF only for the uses expressly permitted by the JEP A.

B. Only Lawful Uses Permitted. CVWD may not use the Property or the AWPF for any purpose that is in violation of any applicable law. Additionally, CVWD may not maintain or commit any nuisance on the Property or the AWPF, or any part thereof.

6. **LEASE TERM.** CVWD leases the Property from CSD and CSD leases the Property to CVWD for a term commencing on the Effective Date and ending upon the termination of the JEP A or under one of the permitted methods of termination in this Lease. This Lease will automatically renew upon every renewal of the JEP A, as governed by the JEP A.

7. **RENT/CONSIDERATION.** The Parties acknowledge and agree that the Property is being leased to CVWD pursuant to the terms of the JEPA to enable CVWD to perform its obligations under the JEPA; consequently, no rent is payable by CVWD to CSD hereunder.

8. **UTILITIES AND TAXES.** The Parties agree that the payment for utilities is governed by the terms of the JEPA.

9. **LIENS; STOP PAYMENT NOTICES.** Except as expressly provided in writing by CSD, CVWD agrees to keep the Property free and clear of any mechanics', materialmen's and/or other liens and stop notices (individually, a "Lien" and collectively, "Liens") for or arising out of or in connection with work, labor, services, or materials supplied or claimed to have been supplied to CVWD in connection with CVWD's construction, operation and maintenance of the AWPf, and CVWD agrees to defend, indemnify, and hold CSD and its respective officers, officials, employees, agents, and representatives, harmless against such Liens. If any such Lien is at any time filed against the Property, CVWD must, within 30 days after notice to CVWD of the filing thereof, cause the same to be discharged by payment or bonding. Before commencement of construction of the AWPf on the Property, or any repair or alteration thereto or replacement of any portion thereof, CVWD must give CSD not less than 30 days advance notice in writing of intention to begin said activity in order that non-responsibility notices may be posted.

10. **MAINTENANCE AND REPAIR; CAPITAL REPLACEMENTS; DAMAGE.** Maintenance and repair of, and capital replacements, including damage and destruction to, the AWPf is governed by the terms of the JEPA. CVWD is only responsible for maintenance and repair of, and damage and destruction to, portions of the Property other than the AWPf resulting from CVWD's gross negligence or intentional misconduct.

11. **ENVIRONMENTAL MATTERS.** The allocation of responsibility for hazardous materials with respect to the Property and AWPf is governed by the terms of the JEPA.

12. **ASSIGNMENT, SUBLEASE OR OTHER TRANSFER.** CVWD may not assign, encumber or otherwise transfer this Lease or any right therein, sublet the Property, or sell or encumber the AWPf, without prior written approval of CSD in its sole and absolute discretion. In the event such approval is granted, the subletting, encumbrance or assignment is not effective unless and until the assignor/transferor and assignee/transferee have signed an assignment and assumption agreement in a form and substance acceptable to CSD. Any purported assignment or subletting or sale without the prior written consent of CSD is absolutely null and void and confers no rights whatsoever upon any purported assignee, transferee or sub-lessee.

13. **SIGNAGE.** In accordance with CVWD's Construction Installment Sales Agreement with the California State Water Resources Control Board, CVWD is permitted to place one sign at least four feet tall by eight feet wide for the duration of the construction of the AWPf in a prominent place near the Property. The Parties understand that signage must comply with the requirements set forth in Construction Installment Sales Agreement, which is a separate instrument from this Lease but is publicly available. The Parties will work cooperatively to determine a signage location that is mutually acceptable.

14. **INDEMNITY.** CVWD's indemnification and defense obligations are set forth in the JEPA and are incorporated by this reference.

15. **INSURANCE.** The Parties' insurance obligations concerning liability and the AWPf are governed in the JEPA. Coverage for the Property is provided by CSD.

16. **COMPLIANCE WITH LAW.** Compliance with laws is addressed in the JEPA.

17. **ENTRY AND INSPECTION.** CSD may enter the Property at any time for any purpose but CSD's inspection of the AWPf is governed by the JEPA. Aside from the foregoing, CVWD has a right to quiet possession of the Property.

18. **ENTRY BY PUBLIC OFFICIALS.** In accordance with the State Water Resources Control Board Construction Installment Sales Agreement, CSD will allow CVWD to permit authorized representatives from the State Water Board, the Governor of California, authorized representatives from the United States Environmental Protection Agency, authorized representatives from the Office of Inspector General, any member of Congress, or any delegee of the foregoing, to access and inspect the Property, including the AWPf, at all reasonable times during the Term of this Lease.

19. **EVENTS OF DEFAULT.** A Party is in default of its obligations under this Lease if that Party defaults on its obligations under the JEPA.

20. **REMEDIES.** In the event of a default by CVWD, CSD may, at its option, take any or all of the following actions:

A. Correct or cause to be corrected said default and charge the costs thereof to CVWD, which CVWD must pay within 90 days after written demand;

B. Terminate this Lease in accordance with the Termination procedures provided in Section 10.1 of the JEPA.

21. **EARLY TERMINATION.** As set forth in Section 3.18 of the JEPA, the Parties understand and agree that future regulation may require CSD to fund and construct facilities that are needed to comply with such regulations. This may include mandated capacity expansion due to currently unanticipated levels of development within the region. In the event that compliance measures unavoidably require CSD's use of portions of the property occupied by the AWPf, the parties agree to negotiate early termination of this Lease in good faith. If agreement cannot be reached, the Dispute Resolution procedures in Section 11.3 of the JEPA will be followed.

22. **DISPUTE RESOLUTION.** The Parties incorporate by reference the JEPA's Dispute Resolution procedures.

23. **RIGHT OF THE PARTIES IN THE EVENT OF TERMINATION OF LEASE.** Upon termination of this Lease, CSD may re-enter and repossess the Property and the AWPf and CVWD must surrender and deliver the Property to CSD within six months of

such termination in good order, condition and repair, except for reasonable wear and tear. During this six-month period, CVWD may relocate as many portable portions of the AWP as possible. Termination of this Lease does not relieve or release CVWD from any obligation incurred pursuant to this Lease before the date of such termination.

24. RIGHTS AND REMEDIES ARE CUMULATIVE. These remedies are not exclusive and shall be cumulative to all other rights and remedies possessed by CSD. The exercise by CSD of one or more such rights or remedies does not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by CVWD.

25. MISCELLANEOUS.

A. **Governing Law.** This Lease is governed by the laws of the State of California.

B. **Legal Actions.** In addition to any other rights or remedies, either Party may institute legal action to cure, correct or remedy any default, to recover damages for any default, or to obtain any other remedy consistent with the purpose of this Lease. Such legal actions must be instituted in the Superior Court of Santa Barbara County, State of California, in any other appropriate court in that County, or in the Federal District Court in the District of California in which the Property is located.

C. **Acceptance of Service of Process.** If any legal action is commenced by one Party against the other, service of process on a Party must be made by personal service upon the Party's General Manager, or in such other manner as may be provided by law.

26. POSSESSORY INTEREST TAXES. CVWD is informed by CSD pursuant to Revenue & Taxation Code § 107.6 that its property interest in the land may be subject to property taxation if created and that a lessee may be subject to the payment of property taxes levied on its interest. CVWD may not deduct such amount from payments to CSD. The Parties understand and agree that the Parties are each public agencies, neither of which should be subject to payment of possessory interest taxes. In the event possessory interest taxes are levied on CVWD's interest in the Property, the Parties will cooperatively resolve or terminate any such levy.

27. NOTICES. All notices must be given as provided in the JEP.

28. TIME IS OF THE ESSENCE. Time is of the essence in the performance of the terms and conditions of this Lease.

29. WAIVERS AND AMENDMENTS. All waivers and amendments of the provisions of this Lease must be in writing and signed by the appropriate authorities of CSD or CVWD. The waiver by CSD of any breach of any term, covenant, or condition herein contained may not be deemed to be a waiver of such term, covenant or condition, or any subsequent breach of the same or any other term, covenant or condition herein contained. Failure on the part of CSD to require or exact full and complete compliance with any of

the covenants or conditions of this Lease may not be construed as in any manner changing the terms hereof and does not prevent CSD from enforcing any provision hereof.

30. **ENTIRE AGREEMENT.** Except as otherwise provided as to the JEPA, this Lease sets forth the entire understanding of the Parties with respect to CVWD's ground lease of the Property.

31. **BINDING EFFECT.** This Lease is binding upon and (subject to restrictions on assignment and subletting) inures to the benefit of the parties hereto and their successors and assigns.

32. **ESTOPPEL CERTIFICATES.** Each of the Parties may at any time and from time to time upon not less than 30 days' prior notice by the other, execute, acknowledge and deliver to such other Party a statement in writing certifying that this Lease is unmodified and is in full force and effect (or if there shall have been modifications that this Lease is in full force and effect as modified and stating the modifications), and stating whether or not to the best knowledge of the signer of such certificate such other Party is in default in performing or observing any provision of this Lease, and, if in default, specifying each such default of which the signer may have knowledge, and such other matters as such other Party may reasonably request, it being intended that any such statement delivered by CVWD may be relied upon by CSD or any successor in interest to CSD or any prospective mortgagee or encumbrancer, and it being further intended that any such statement delivered by CSD may be relied upon by any prospective assignee of CVWD's interest in this Lease. Reliance on any such certificate may not extend to any default as to which the signer of the certificate has no actual knowledge.

33. **MEMORANDUM OF LEASE.** Upon the execution of this Lease, CVWD will execute, acknowledge, and record a memorandum of this Lease in the form of Exhibit "B" and deliver it to CSD.

34. **CONDITION OF PROPERTY UPON TERMINATION.** Within six months of termination of this Lease for any reason, and except as provided for Transfer of the Property under the JEPA, CVWD will vacate the Property and deliver it to CSD in good order and condition, damage by the elements, earthquake, and ordinary wear and tear excepted.

35. **LEASE BY CSD.** Should CSD lease any part of the Property to any transferee other than CVWD, then such transfer is under and subject to this Lease and all of CVWD's rights hereunder.

36. **RELOCATION BENEFITS.** CVWD acknowledges that it was informed that CSD is a public entity and that the Property was previously acquired by CSD for a public purpose. CVWD further acknowledges that any rights acquired under this Lease arose after the date of acquisition of the Property and that said rights are subject to termination when the Property is needed by CSD. CVWD acknowledges that at the time of any termination of this Lease, CVWD will not be a "displaced person" entitled to any of the relocation assistance or benefits offered to displaced persons under State or Federal law.

37. **FORCE MAJEURE.** Should performance of this Lease be prevented due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control for a consecutive 12-month period, either Party may terminate this Lease.

38. **WAIVER OF BREACH.** Any express or implied waiver of a breach of any term of this Lease will not constitute a waiver of any further breach of the same or other term of this Lease.

39. **CONSTRUCTION.** The language of each part of this Lease will be construed simply and according to its fair meaning, and this Lease will never be construed either for or against either Party.

40. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Lease and to engage in the actions described herein. This Lease may be modified by written amendment signed by duly authorized representatives of both Parties. The Parties' General Managers, or their designees, may execute any such amendment if authorized by their respective Boards of Directors.

41. **COUNTERPARTS.** This Lease may be executed in any number or counterparts, each of which will be an original, but all of which together will constitute one instrument executed on the same date.

IN WITNESS WHEREOF the Parties have executed this contract the day and year first hereinabove written.

CARPINTERIA SANITARY DISTRICT

ATTEST:

APPROVED AS TO FORM:

CARPINTERIA VALLEY WATER DISTRICT

ATTEST:

APPROVED AS TO FORM:



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

8/20/2024

Case Van Wingerden
President
Carpinteria Valley Water District, California

Dear Case:

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2023 qualifies for GFOA's Certificate of Achievement for Excellence in Financial Reporting. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting, and its attainment represents a significant accomplishment by a government and its management.

When a Certificate of Achievement is awarded to a government, an Award of Financial Reporting Achievement (AFRA) is also presented to the individual(s) or department designated by the government as primarily responsible for its having earned the Certificate. This award has been sent to the submitter as designated on the application.

We hope that you will arrange for a formal presentation of the Certificate and Award of Financial Reporting Achievement, and give appropriate publicity to this notable achievement. A sample news release is included to assist with this effort.

We hope that your example will encourage other government officials in their efforts to achieve and maintain an appropriate standard of excellence in financial reporting.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services



AGENDA

ADMINISTRATIVE COMMITTEE

At

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

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

September 18, 2024 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 Administrative Committee on any matter within its jurisdiction which is not on the agenda)

III. OLD BUSINESS – None

IV. NEW BUSINESS – None

**V. [CLOSED SESSION] CONFERENCE WITH LABOR NEGOTIATOR
PURSUANT TO GOVERNMENT CODE SECTION 54957.6. DISTRICT
NEGOTIATOR: ROBERT MCDONALD EMPLOYEE ORGANIZATION:
SEIU LOCAL 620**

ADJOURNMENT

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., September 15, 2024. The Americans with Disabilities Act provides that no qualified individual with a disability shall be excluded from participation in, or denied benefits of, the District's programs, services, or activities because of any disability. If you need special assistance to participate in this meeting, please contact the District Office at (805) 684-2816. Notification at least twenty-four (24) hours prior to the meeting will enable the District to make appropriate arrangements.

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

**Indicates attachment of document to agenda packet.



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

**Monday, August 26, 2024
1:00 P.M.**

HOW TO OBSERVE THE MEETING

Join by Teleconference or Attend in Person

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

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

Join via Video Conference

<https://us02web.zoom.us/j/83913234922?pwd=vgadP7YtejJO0vCfLTaiY6pRvaenwx.1>

Passcode: 946761

Join via Teleconference

US +1 669 900 6833 Webinar ID: 839 1323 4922 Passcode: 946761

HOW TO MAKE A PUBLIC COMMENT

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

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

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

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

AMERICANS WITH DISABILITIES ACT

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

**REGULAR MEETING
OF THE CACHUMA OPERATION AND MAINTENANCE BOARD**
held at
**3301 Laurel Canyon Road
Santa Barbara, CA 93105**

Monday, August 26, 2024

1:00 PM

AGENDA

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

- 1. CALL TO ORDER, ROLL CALL**
- 2. PUBLIC COMMENT** *(Public may address the Board on any subject matter within the Board's jurisdiction. See "Notice to the Public" below.)*
- 3. CONSENT AGENDA** *(All items on the Consent Agenda are considered to be routine and will be approved or rejected in a single motion. Any item placed on the Consent Agenda may be removed and placed on the Regular Agenda for discussion and possible action upon the request of any Board Member.)*
Action: Recommend Approval of Consent Agenda by motion and roll call vote of the Board
 - a. Minutes of July 22, 2024 Regular Board Meeting
 - b. Investment of Funds
 - Financial Reports
 - Investment Reports
 - c. Review of Paid Claims
- 4. VERBAL REPORTS FROM BOARD COMMITTEES**
Receive verbal information regarding the following committee meetings:
 - Oak Tree Committee Meeting – July 25, 2024
 - Fisheries Committee Meeting – July 31, 2024
 - Operations Committee Meeting – August 21, 2024
- 5. BOARD COMMITTEE APPOINTMENTS FOR FISCAL YEAR 2024-25**
Action: Recommend the President of the Board make Committee appointments for FY 2024-25
 1. Administrative Committee
 2. Operations Committee
 3. Fisheries Committee
 4. Lake Cachuma Oak Tree Committee
 5. Public Outreach Committee
- 6. FINANCIAL REVIEW – 4th QUARTER FISCAL YEAR 2023-24**
Action: Receive and file information on the 4th Quarter Fiscal Year 2023-24 Financial Review

7. **CACHUMA PROJECT MASTER CONTRACT RENEWAL FUND AND WARREN ACT TRUST FUND – LONG-TERM AND ANNUAL PLAN / SANTA BARBARA COUNTY BETTERMENT FUND**
Action: Recommend approval of expenditures by motion and roll call vote of the Board
8. **COMB/CVWD COOPERATIVE AGREEMENT - PROPOSED SECOND ADDENDUM**
Action: Recommend approval by motion and roll call vote of the Board
9. **RESOLUTION NO. 809 - 2024 WINTER STORM DAMAGE – LAURO DEBRIS BASIN DEBRIS REMOVAL CONSTRUCTION CONTRACT (FEMA ELIGIBLE)**
Action: Recommend adoption of Resolution No. 809 by motion and roll call vote of the Board
10. **OPERATIONS DIVISION EQUIPMENT PURCHASES**
Action: Recommend approval by motion and roll call vote of the Board
 - a. Crane Truck
 - b. Intake Log Boom
11. **LAKE CACHUMA OAK TREE RESTORATION PROGRAM ANNUAL REPORT**
Action: Receive and file the Lake Cachuma Oak Tree Program Annual Report and provide direction to staff as appropriate
12. **GENERAL MANAGER REPORT**
Receive information from the General Manager on topics pertaining to COMB, including but not limited to the following:
 - Administration
 - U.S. Bureau of Reclamation
13. **ENGINEER’S REPORT**
Receive information from the COMB Engineer, including but not limited to, the following:
 - Climate Conditions
 - 2024 Lake Fire
 - Winter Storm Damage and Repairs
 - Infrastructure Improvement Projects Update
14. **OPERATIONS DIVISION REPORT**
Receive information regarding the Operations Division, including but not limited to, the following:
 - Lake Cachuma Operations
 - Operation and Maintenance Activities
15. **FISHERIES DIVISION REPORT**
Receive information from the Fisheries Division Manager, including but not limited to, the following:
 - LSYR Steelhead Monitoring Elements
 - Surcharge Water Accounting
 - Reporting/Outreach/Training
16. **PROGRESS REPORT ON LAKE CACHUMA OAK TREE PROGRAM**
Receive information on the Oak Tree Program, including but not limited to, the following:
 - Maintenance and Monitoring
 - End of Program Plan

17. MONTHLY CACHUMA PROJECT REPORTS

Receive information regarding the Cachuma Project, including but not limited to, the following:

- a. Cachuma Water Reports
- b. Cachuma Reservoir Current Conditions
- c. Lake Cachuma Quagga Survey

18. DIRECTORS' REQUESTS FOR AGENDA ITEMS FOR FUTURE MEETING

19. MEETING SCHEDULE

- **Regular Board Meeting – September 23, 2024 at 1:00 PM**
- **Board Packages available on COMB website www.cachuma-board.org**

20. COMB ADJOURNMENT

NOTICE TO PUBLIC

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

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

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

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

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



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

**Monday, September 23, 2024
1:00 P.M.**

HOW TO OBSERVE THE MEETING

Join by Teleconference or Attend in Person

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

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

Join via Video Conference

<https://us02web.zoom.us/j/86295529857?pwd=jgXnhk9539onK4iwPdPbmsZ0TPmaOc.1>

Passcode: 717770

Join via Teleconference

US 1 669 900 6833 US Webinar ID: 862 9552 9857 Passcode: 717770

HOW TO MAKE A PUBLIC COMMENT

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

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

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

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

AMERICANS WITH DISABILITIES ACT

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

**REGULAR MEETING
OF THE CACHUMA OPERATION AND MAINTENANCE BOARD**
held at
**3301 Laurel Canyon Road
Santa Barbara, CA 93105**

Monday, September 23, 2024

1:00 PM

AGENDA

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

- 1. CALL TO ORDER, ROLL CALL**
- 2. PUBLIC COMMENT** *(Public may address the Board on any subject matter within the Board's jurisdiction. See "Notice to the Public" below.)*
- 3. CONSENT AGENDA** *(All items on the Consent Agenda are considered to be routine and will be approved or rejected in a single motion. Any item placed on the Consent Agenda may be removed and placed on the Regular Agenda for discussion and possible action upon the request of any Board Member.)*
Action: Recommend Approval of Consent Agenda by motion and roll call vote of the Board
 - a. Minutes of August 26, 2024 Regular Board Meeting
 - b. Investment of Funds
 - Financial Reports
 - Investment Reports
 - c. Review of Paid Claims
- 4. VERBAL REPORTS FROM BOARD COMMITTEES**
Receive verbal information regarding the following committee meetings:
 - Fisheries Committee Meeting – September 12, 2024
- 5. FISH PASSAGE ENHANCEMENT PROJECT – EL JARO CREEK, RANCHO SAN JULIAN**
Action: Recommend approval by motion and roll call vote of the Board
- 6. GENERAL MANAGER REPORT**
Receive information from the General Manager on topics pertaining to COMB, including but not limited to the following:
 - Administration
 - U.S. Bureau of Reclamation
- 7. ENGINEER'S REPORT**
Receive information from the COMB Engineer, including but not limited to, the following:
 - Climate Conditions
 - Lake Elevation
 - Lake Water Quality
 - Carpinteria LIVR Project

- Winter Storm Damage and Repairs
- Infrastructure Improvement Projects Update

8. OPERATIONS DIVISION REPORT

Receive information regarding the Operations Division, including but not limited to, the following:

- Lake Cachuma Operations
- Operation and Maintenance Activities

9. FISHERIES DIVISION REPORT

Receive information from the Fisheries Division Manager, including but not limited to, the following:

- LSYSR Steelhead Monitoring Elements
- Surcharge Water Accounting
- Reporting/Outreach/Training

10. PROGRESS REPORT ON LAKE CACHUMA OAK TREE PROGRAM

Receive information on the Oak Tree Program, including but not limited to, the following:

- Maintenance and Monitoring
- End of Program Plan

11. MONTHLY CACHUMA PROJECT REPORTS

Receive information regarding the Cachuma Project, including but not limited to, the following:

- a. Cachuma Water Reports
- b. Cachuma Reservoir Current Conditions
- c. Lake Cachuma Quagga Survey

12. DIRECTORS' REQUESTS FOR AGENDA ITEMS FOR FUTURE MEETING

13. MEETING SCHEDULE

- **Regular Board Meeting – October 28, 2024 at 1:00 PM**
- **Board Packages available on COMB website www.cachuma-board.org**

14. COMB ADJOURNMENT

NOTICE TO PUBLIC

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

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

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

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

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



REVISED

A Special Meeting of the
BOARD OF DIRECTORS
OF THE
CENTRAL COAST WATER AUTHORITY

will be held at 9:00 a.m., on Friday, September 13, 2024
at 255 Industrial Way, Buellton, California
and
1021 Anacapa Street, Santa Barbara, California

Members of the public may participate by video call or telephone via
Microsoft Teams Meeting ID: 291 638 914 395
Passcode: 7m9qME

or by dialing 323-484-5095 and entering access Code/Meeting ID: 639523582#

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

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

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

- Eric Friedman
Chairman
Jeff Clay
Vice Chairman
Ray A. Stokes
Executive Director
Brownstein Hyatt
Farber Schreck
General Counsel
Member Agencies
City of Buellton
Carpinteria Valley
Water District
City of Guadalupe
City of Santa Barbara
City of Santa Maria
Goleta Water District
Montecito Water District
Santa Ynez River Water
Conservation District,
Improvement District #1
Associate Member
La Cumbre Mutual
Water Company

- I. Call to Order and Roll Call
II. Public Comment – (Any member of the public may address the Board relating to
any matter within the Board’s jurisdiction. Individual Speakers may be limited to
five minutes; all speakers to a total of fifteen minutes.)
III. Closed Session
A. CLOSED SESSION: CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Government Code section 54956.8
Property: Warren Act Contract
Negotiating parties: Ray Stokes, CCWA Executive Director
B. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED
LITIGATION
Initiation of litigation pursuant to Government Code section 54956.9(d) (4): 1 case
IV. Return to Open Session
A. Report on Closed Session Actions
V. * Resolution No. 24-08 for Approval of Temporary Warren Act Contract No. 24-WC-20
6310 with United States Bureau of Reclamation
Staff Recommendation: Approve and adopt Resolution No. 24-08 for Approval of
Temporary Warren Act Contract No. 24-WC-20-6310 with United States Bureau of
Reclamation
VI. * Correspondence from Board Chair to the United States Bureau of Reclamation re.
Temporary Warren Act Contract No. 24-WC-20-6310
Staff Recommendation: Authorize Board Chair to finalize and send draft correspondence
VII. Date of Next Regular Meeting: September 26, 2024
VIII. Adjournment

* Indicates attachment of document to original agenda packet.

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

CARPINTERIA VALLEY WATER DISTRICT
WATER SALES BUDGET & ACTUAL / WATER PRODUCED & PURCHASED

August-24

(IN ACRE FEET) 2024-2025 M & I BUDGET 1,750 2024-2025 AG BUDGET <u>1,750</u> 2024-2025 TOTAL BUDGET 3,500 TOTAL PRODUCED TO DATE 243 TOTAL PURCHASED TO DATE <u>144</u> 387	M & I BUDGET TO DATE 375 M & I SALES TO DATE <u>367</u> (8) AG BUDGET TO DATE 420 AG SALES TO DATE <u>461</u> 41 TOTAL BUDGET TO DATE 795 TOTAL SALES TO DATE <u>828</u> 33
---	---

2024-25 FISCAL YEAR	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
M & I BUDGET	180	195	198	175	155	115	91	100	95	105	150	191
M & I WATER SALES	175	192										
AG BUDGET	210	210	225	215	175	120	63	63	60	70	150	189
AG WATER SALES	209	252										
TOTAL BUDGET	390	405	423	390	330	235	154	163	155	175	300	380
TOTAL SALES	384	444	0	0	0	0	0	0	0	0	0	0
PRODUCED WATER (Groundwater)	243											
PURCHASED WATER	144											
TOTAL	387	0	0	0	0	0	0	0	0	0	0	0



Carpinteria Valley Water District

Statement of Change in Net Position

(unaudited)

For Fiscal: 2024-2025 Period Ending:

07/31/2024

% Year Completed: 8%

		Current Total Budget	Year to Date Activity	Budget Remaining	Encumbrances	% Earned ¹
WATER SALES						
01-4000	RESIDENTIAL WATER SALES	2,838,592	231,393	2,607,199		8.2%
01-4001	COMMERCIAL WATER SALES	578,268	36,736	541,532		6.4%
01-4002	INDUSTRIAL WATER SALES	133,017	9,377	123,640		7.0%
01-4003	PUBLIC AUTHORITY WATER SALES	164,241	28,095	136,146		17.1%
01-4004	IRRIGATION WATER SALES	1,873,244	172,843	1,700,401		9.2%
01-4005	BASIC SERVICE CHARGES	771,736	50,748	720,988		6.6%
01-4006	SWP SERVICE CHARGES	3,434,522	230,738	3,203,784		6.7%
01-4007	CAPITAL IMPROVEMENT PROJECT	5,132,658	399,003	4,733,655		7.8%
01-4008	DWELLING UNIT EQUIV CHARGE (SWP DEQ)	-	(77,145)	77,145		-
01-4009	LIFE CREDITS	(39,000)	(1,812)	(37,188)		4.6%
01-4010	RESIDENTIAL EQUIVALENCY FEE	116,112	7,712	108,400		6.6%
01-4013	AG FIXED O&M	1,000,945	67,169	933,776		6.7%
	WATER SALES Total:	16,004,335	1,154,856	14,849,479	-	7.2%
CAPITAL RECOVERY FEES						
01-4100	CAPITAL RECOVERY	150,000	-	150,000		0.0%
01-4120	INTENSIFICATION FEE	-	-	-		-
	CAPITAL RECOVERY FEES Total:	150,000	-	150,000	-	0.0%
FIRE PROTECTION						
01-4200	FIRE PROTECTION	189,820	12,760	177,060		6.7%
	FIRE PROTECTION Total:	189,820	12,760	177,060	-	6.7%
OTHER REVENUE						
01-4300	MISCELLANEOUS SERVICE	85,000	6,886	78,114		8.1%
01-4310	OTHER REVENUE	103,434	1,421	102,013		1.4%
01-4314	GSA PERS COSTS REIMB	100,000	11,000	89,000		11.0%
30-4318	CAPP Grant Revenue	-	-	-		0.0%
	OTHER REVENUE Total:	288,434	19,307	269,127	-	6.7%
OVERHEAD CHARGED TO CUSTOMER						
01-4450	OVERHEAD REVENUE	50,000	-	50,000		0.0%
	OVERHEAD CHARGED TO CUSTOMER Total:	50,000	-	50,000	-	0.0%
INTEREST REVENUE - NON OPERATING						
01-4500	INTEREST REVENUE	120,000	-	120,000		0.0%
	INTEREST REVENUE - NON OPERATING Total:	120,000	-	120,000	-	0.0%
	TOTAL REVENUE	16,802,589	1,186,923	15,615,666	-	7%

% Year Completed: 8%

		Current	Year to Date	Budget	%	
		Total Budget	Activity	Remaining	Used ¹	
PERSONNEL						
01-540-6001	MAINT OF WELLS-LABOR	82,246	4,074	78,172	5.0%	
01-550-6001	WTR TSTS & TRTMNT-WELLS-LABOR	83,481	4,288	79,193	5.1%	
01-550-6004	ELECTRICAL/INSTRUMTN- LABOR	32,807	1,414	31,393	4.3%	
01-560-6001	ENGINEERING OFFICE LABOR	239,488	11,284	228,204	4.7%	
01-560-6002	ENGINEERING-VAC, SICK & HOLIDY	98,969	3,176	95,793	3.2%	
01-560-6003	FIELD OFFICE LABOR	198,544	10,519	188,025	5.3%	
01-560-6004	FIELD-SICK LV, VAC, HOLIDAYS	150,316	4,313	146,003	2.9%	
01-560-6005	FIELD - STANDBY TIME	67,000	3,988	63,012	6.0%	
01-560-6006	VEHICLE MAINTENANCE LABOR	14,442	223	14,219	1.5%	
01-560-6007	MAINT. OF MAINS & HYDS-LABOR	168,306	16,257	152,049	9.7%	
01-560-6008	MAINT OF METERS & SERV- LABOR	168,306	1,167	167,139	0.7%	
01-560-6009	MAINT. OF PUMPING EQUIP. LABOR	18,423	172	18,251	0.9%	
01-560-6010	UTILITY SERVICE ALERT-LABOR	16,742	344	16,398	2.1%	
01-560-6011	CROSS CONNECTION LABOR	13,449	621	12,828	4.6%	
01-560-6012	ENGINEERING FIELD LABOR	81,094	4,005	77,089	4.9%	
01-560-6013	MAINT TANKS & RESERVOIRS-LABOR	11,833	1,491	10,342	12.6%	
01-570-6001	OFFICE OF GEN'L MANAGER-LABOR	189,586	9,380	180,206	4.9%	
01-570-6002	OFFICE OF GM-VAC, SICK & HOLDY	31,885	10,026	21,859	31.4%	
01-570-6003	SALARY OFFICE	767,741	40,262	727,479	5.2%	
01-570-6004	OFFICE-SICK LV, VAC, HOLIDAYS	135,851	7,852	127,999	5.8%	
01-570-6005	DIRECTORS FEES	19,096	190	18,906	1.0%	
01-570-6006	EMPLOYEES RETIREMENT	263,625	17,320	246,305	6.6%	
01-570-6007	DEFERRED COMP-EMPLOYEES	48,772	1,953	46,819	4.0%	
01-570-6008	EMPLOYEES GROUP INS.	483,000	30,155	452,845	6.2%	
01-570-6009	EMPLOYEES-FICA-SOCIAL SECURITY	191,566	11,254	180,312	5.9%	
01-570-6010	WORKERS COMP. INSURANCE	68,959	-	68,959	0.0%	
01-570-6011	EMPLOYEES SAFETY SHOES	6,000	683	5,317	11.4%	
01-570-6012	EMPLOYEES PHYSICALS	3,090	-	3,090	0.0%	
01-570-6013	COMPENSATED ABSENCES	25,000	-	25,000	0.0%	
01-570-6014	EMPLOYEE ED & TRAINING REGISTRATION	31,190	901	30,290	2.9%	
01-570-6015	TRAINING/SEMINARS-LABOR	65,227	3,396	61,831	5.2%	
01-570-6016	MAINTENANCE OF PLANT-LABOR	25,753	-	25,753	0.0%	
01-570-6017	PUBLIC INFORMATION-LABOR	12,027	972	11,055	8.1%	
01-570-6019	WTR CONS BMP 12-CONS CRDTR LBR	67,521	3,945	63,576	5.8%	
01-570-6020	TEMPORARY LABOR	13,261	-	13,261	0.0%	
01-570-6022	UNEMPLOYMENT INSURANCE	8,000	-	8,000	0.0%	
01-570-6206	VEHICLE ALLOWANCE	6,365	4,500	1,865	70.7%	
01-580-6001	METER READING & ORDERS LABOR	52,508	2,207	50,301	4.2%	
PERSONNEL Total:		3,961,470	212,332	3,749,138	-	5.4%
GENERAL AND ADMINISTRATIVE						
01-570-6100	OFFICE EXPENSE & SUPPLIES	15,000	862	14,138	5.7%	
01-570-6101	COMPUTER SYSTEM MAINT	82,000	4,970	77,030	6.1%	
01-570-6102	DUES, SUBSCR, AND LIC	28,135	2,447	25,688	8.7%	
01-570-6103	EMPLOYEE TRAVEL	20,600	697	19,903	3.4%	
01-570-6104	MISC OFFICE EXPENSE	2,000	-	2,000	0.0%	
01-570-6105	PUBLIC INFORMATION EXPENSE	20,600	675	19,925	3.3%	
01-570-6106	ADVERTISING	4,328	1,271	3,057	29.4%	
01-570-6107	MEETINGS & EVENTS	3,183	-	3,183	0.0%	
01-570-6108	BOARD MEETINGS AND SUPPLIES	7,210	251	6,959	3.5%	
01-570-6109	MGMNT. MEETING SUPPLIES	3,713	199	3,515	5.3%	
01-570-6110	EMPLOYEE RELATIONS EXP	2,705	-	2,705	0.0%	
01-570-6111	SOFTWARE MAINTENANCE	71,442	5,947	65,495	8.3%	
01-570-6112	INCODS MAINTENANCE	60,858	4,040	56,818	6.6%	
01-570-6113	OFFICE EQUIPMENT LEASES	19,096	1,872	17,224	9.8%	
01-570-6114	CUSTOMER BILLING EXPENSES	75,000	26,177	48,823	34.9%	
01-570-6115	BANK AND FINANCE FEES EXP	32,888	2,043	30,845	6.2%	
01-570-6116	BOARD MEMBER TRAINING	5,411	-	5,411	0.0%	
01-570-6119	CYBERSECURITY INSURANCE	16,500	274	16,226	1.7%	
GENERAL AND ADMINISTRATIVE Total:		470,669	51,726	418,943	-	11.0%

		% Year Completed:			8%	
		Current	Year to Date	Budget	%	
		Total Budget	Activity	Remaining	Used ¹	
UTILITIES						
01-540-6200	PWR & TEL FOR PMPNG-PMP STN	198,493	17,892	180,601	9.0%	
01-540-6201	PWR & TEL FOR PMP-WELLS	162,268	42,698	119,570	26.3%	
01-570-6200	UTILITY-ELECTRIC	7,851	1,080	6,770	13.8%	
01-570-6201	UTILITY-GAS	3,605	108	3,497	3.0%	
01-570-6202	UTILITY-TELEPHONE	33,036	3,232	29,805	9.8%	
01-570-6203	UTILITY-WASTE DISPOSAL	3,787	286	3,502	7.5%	
01-570-6204	OTHER UTILITIES	1,100	-	1,100	0.0%	
01-570-6208	SECURITY	3,713	446	3,267	12.0%	
01-570-6205	FLEET AND VEHICLE FUEL	37,874	2,442	35,432	6.4%	
01-570-6207	EQUIPMENT FUEL	11,044	2,155	8,889	19.5%	
UTILITIES Total:		462,772	70,339	392,433	-	15.2%
PROFESSIONAL SERVICES						
01-560-6300	ENGINEERING PROFESSIONAL SERVICES	140,332	9,946	130,386	95,304	7.1%
01-560-6301	GROUNDWATER PROFESSIONAL SVCS	15,000	-	15,000		0.0%
01-560-6306	SIEMENS O&M SERVICES	37,740	2,268	35,473		6.0%
01-570-6300	AUDITORS FEES	36,050	-	36,050		0.0%
01-570-6301	LEGAL SERVICES	79,568	10,988	68,579		13.8%
01-570-6303	ADMIN PROFESSIONAL SERVICES	63,654	-	63,654	6,845	0.0%
01-570-6305	LEGAL-LABOR NEGOTIATOR	3,000	-	3,000		0.0%
PROFESSIONAL SERVICES Total:		375,344	23,202	352,142	102,149	6.2%
REPAIR & MAINTENANCE						
01-540-6500	MAINT. OF PUMPING EQUIP.	24,945	925	24,021		3.7%
01-540-6501	MAINTENANCE OF WELLS	36,100	1,201	34,899		3.3%
01-560-6500	VEHICLE MAINTENANCE	29,992	275	29,717		0.9%
01-560-6501	MAINT OF MAINS & HYDRANTS	170,308	17,946	152,362		10.5%
01-560-6502	MAINT OF TANKS & RESERVOIRS	18,000	-	18,000		0.0%
01-560-6503	MAINT OF METERS & SERVICES	104,500	1,272	103,228		1.2%
01-560-6504	MAINT OF SCADA EQUIPMENT	30,855	4,111	26,744		13.3%
01-560-6505	METER READING CELLULAR CHGS	43,497	3,632	39,865		8.3%
01-570-6209	FLEET MAINTENANCE	-	443	(443)		0.0%
01-570-6210	EQUIPMENT MAINTENANCE	-	9,928	(9,928)		0.0%
01-570-6500	MAINT-OFFICE, PLANT & SITES	66,658	2,551	64,108		3.8%
REPAIR & MAINTENANCE Total:		524,855	42,282	482,573	-	8.1%
GENERAL OPERATING						
01-560-6600	ENGINEERING OTHER SUPPL & EXP	12,985	-	12,985		0.0%
01-560-6601	CLOUD SEEDING	13,767	-	13,767		0.0%
01-560-6602	UNIFORMS EXPENSE	15,914	-	15,914		0.0%
01-560-6603	SAFETY SUPPLIES & EQUIPMENT	15,753	534	15,219		3.4%
01-560-6604	MINOR TOOLS & EQUIPMENT	24,284	2,225	22,059		9.2%
01-560-6606	UTILITY SERVICE ALERT	2,884	120	2,764		4.2%
01-570-6600	FLEET VEHICLE LEASE EXPENSE	113,622	7,997	105,626		7.0%
01-570-6610	MATERIAL INV SHORT-LONG	-	(290)	290		-
01-570-6620	METER INV SHORT-LONG	-	-	-		-
GENERAL OPERATING Total:		199,209	10,586	188,623	-	5.3%
COST OF PURCHASED WATER						
01-520-6600	PURCHASED WATER	241,000	2,218	238,782		0.9%
01-520-6601	RENEWAL FUND-CACHUMA PROJECT	26,500	697	25,803		2.6%
01-520-6608	SUPPLEMENTAL WATER	-	-	-		-
01-520-6700	CCWA-VARIABLE	12,669	17,212	(4,543)		-
01-520-6701	DWR-VARIABLE	155,184	6,476	148,708		4.2%
COST OF PURCHASED WATER Total:		435,353	26,603	408,750	-	6.1%
WATER TREATMENT						
01-550-6800	TREATMENT - CATER PLANT	1,312,301	109,000	1,203,301		8.3%
01-550-6801	WATER QUALITY ANALYSIS	36,000	1,517	34,483		4.2%
01-550-6802	TREATMENT - WELLS	60,118	10,967	49,151		18.2%
01-550-6803	CHLORINATION-ORTEGA/CARP RSRVR	45,882	2,107	43,775		4.6%
01-550-6805	TESTING - PRODUCTION METERS	10,492	-	10,492		0.0%
WATER TREATMENT Total:		1,464,793	123,591	1,341,202	-	8.4%
CACHUMA OPERATING EXPENSE						
01-530-6900	COMB-OPERATING EXPENSE	768,976	74,267	694,709		9.7%
01-530-6903	COMB-SAFETY OF DAM (M&I)	34,407	2,867	31,540		8.3%
CACHUMA OPERATING EXPENSE Total:		803,383	77,134	726,249	-	9.6%

		Current	Year to Date	Budget	%	
		Total Budget	Activity	Remaining	Used ¹	
OTHER EXPENSE						
01-530-6920	CARPINTERIA GROUNDWTR SUST JPA (CGSA)	156,183	-	156,183	0.0%	
01-550-7000	PERMITTING FEES	34,628	2,800	31,828	8.1%	
01-570-7000	LAFCO	12,731	1,086	11,645	8.5%	
01-570-7001	INSURANCE GENERAL	84,872	10,031	74,841	11.8%	
01-570-7002	DISTRICT ELECTION EXPENSE	7,000	-	7,000	0.0%	
01-580-7000	UNCOLLECTABLE ACCOUNTS	15,000	-	15,000	0.0%	
OTHER EXPENSE Total:		310,414	13,917	296,497	-	4.5%
WATER CONSERVATION						
01-570-7100	WTR CONS BMP 1-WTR SRVY PRG	2,500	-	2,500	0.0%	
01-570-7101	WTR CONS BMP 3 RESIDENTIAL	5,000	-	5,000	0.0%	
01-570-7102	WTR CONS BMP 5 LANDSCAPE (CII)	5,000	-	5,000	0.0%	
01-570-7103	WTR CONS BMP 2.1 PUBLIC INF	21,961	508	21,453	2.3%	
01-570-7104	WTR CONS BMP 2.2 SCHOOL EDUC	1,591	-	1,591	0.0%	
01-570-7105	WTR CONS BMP 4 CII	3,000	-	3,000	0.0%	
01-570-7108	WTR CONS BMP 1.4 WTR LOSS CTRL	2,122	-	2,122	0.0%	
01-570-7109	CONSERVATION PROGRAM EXPENSE	2,122	-	2,122	0.0%	
01-570-7110	Wtr Cons BMP A3A-On Farm Evals	2,652	-	2,652	0.0%	
01-570-7111	Wtr Cons BMP B3-On Farm Improv	2,652	-	2,652	0.0%	
01-570-7112	WTR CONS DISTRICT MEMBERSHIP DUES	4,500	262	4,238	5.8%	
WATER CONSERVATION Total:		53,100	770	52,330	-	1.5%
CCWA SOURCE OF SUPPLY						
01-510-7000	CCWA-OPERATING EXPENSE	745,611	68,285	677,326	9.2%	
01-510-7300	CCWA-SOURCE OF SUPPLY (DWR)	2,230,738	178,097	2,052,641	8.0%	
		2,976,349	246,381	2,729,968	-	8.3%
INTEREST EXPENSE						
01-599-7308	INTEREST EXP-2016A REV BONDS	214,250	18,896	195,354	8.8%	
01-599-7309	SIEMENS LEASE - INTEREST	114,240	10,298	103,942	9.0%	
01-599-7310	INTEREST EXPENSE - 2020A	804,375	67,938	736,438	8.4%	
01-599-7311	INTEREST EXPENSE - 2020B	129,434	10,912	118,522	8.4%	
10-599-7312	INTEREST EXPENSE - 2020C	75,500	6,292	69,208	8.3%	
01-599-7314	INTEREST EXPENSE-CATER SRF	152,000	-	152,000	0.0%	
INTEREST EXPENSE Total:		1,489,799	114,335	1,375,464	-	7.7%
TOTAL EXPENSES						
		13,527,510	1,013,199	12,514,311	102,149	0
NET OPERATING REVENUE						
		3,275,079	173,724	3,101,355	(102,149)	5%

		Current	Year to Date	Budget	%	
REPORT SUMMARY		Total Budget	Activity	Remaining	Encumbrances	Earned/Used¹
WATER SALES		16,004,335	1,154,856	14,849,479	-	7.2%
CAPITAL RECOVERY FEES		150,000	-	150,000	-	0.0%
FIRE PROTECTION		189,820	12,760	177,060	-	6.7%
OTHER REVENUE		288,434	19,307	269,127	-	6.7%
OVERHEAD CHARGED TO CUSTOMER		50,000	-	50,000	-	0.0%
INTEREST REVENUE - NON OPERATING		120,000	-	120,000	-	0.0%
PERSONNEL		3,961,470	212,332	3,749,138	-	5.4%
GENERAL AND ADMINISTRATIVE		470,669	51,726	418,943	-	11.0%
UTILITIES		462,772	70,339	392,433	-	15.2%
PROFESSIONAL SERVICES		375,344	23,202	352,142	102,149	6.2%
REPAIR & MAINTENANCE		524,855	42,282	482,573	-	8.1%
GENERAL OPERATING		199,209	10,586	188,623	-	5.3%
COST OF PURCHASED WATER		435,353	26,603	408,750	-	6.1%
WATER TREATMENT		1,464,793	123,591	1,341,202	-	8.4%
CACHUMA OPERATING EXPENSE		803,383	77,134	726,249	-	9.6%
OTHER EXPENSE		310,414	13,917	296,497	-	4.5%
WATER CONSERVATION		53,100	770	52,330	-	1.5%
CCWA SOURCE OF SUPPLY		2,976,349	246,381	2,729,968	-	8.3%
INTEREST EXPENSE		1,489,799	114,335	1,375,464	-	7.7%
NET OPERATING REVENUE		3,275,079	173,724	3,101,355	(102,149)	5.3%

1. Percentage excludes encumbrances.



Carpinteria Valley Water District

Statement of Net Position (unaudited)

As of: 7/31/2024

	Account	Name	Balance	
Assets				
		Cash and Investments	13,302,623	
		Receivables	2,860,022	
		Inventories	618,089	
		Prepayments	3,026,600	
		Deposits	981,726	
		Intangibles, Net of Amort.	2,873,507	
		CIP Property, Plant & Equip., Net of Depr.	37,619,116	
		CAPP Outlays	4,714,010	
		Deferred Outflows	2,266,271	
		Total Assets:	68,261,964	\$ 68,261,964
Liability				
		Payables	1,038,885	
		Other Current Liabilities and Accrued Expenses	2,273,035	
		Long-Term Debt	32,742,238	
		Other Long-Term Liabilities	1,564,578	
		Deferred Inflows	2,110,266	
		Total Liability:	39,729,002	
Net Position				
		Funds Balance	28,359,238	
		Total Fund Balance:	28,359,238	
		Total Revenue	1,186,923	
		Total Expense	1,013,199	
		Revenues Over/Under Expenses	173,724	
		Total Equity and Current Surplus (Deficit):	28,532,962	
		Total Liabilities, Equity and Current Surplus (Deficit):		\$ 68,261,964

**Engineering Monthly Report
Intent to Serve Letters
(7/18/2024 – 9/16/2024)**

Letters Issued

Address	Description	Date Letter Issued
7176 Gobernador Canyon Road	Service for two existing and one additional agricultural employee dwelling units, for a total of three (3) agricultural employee dwelling units and irrigation for greenhouse operations.	7/18/2024
4905 8th Street	Requesting updated intent to serve letter for demo of SFD and building 3 new apartments on a property with an existing 3/4" meter. Requires 4 meters total and possible fire service.	8/12/2024
1970 Monte Alegre	The Project is for a new two-story single-family home with an attached two-car garage. The home will have 5 bedrooms and 5.5 bathrooms, for a total of 5,281 SF. The project also proposes a new pool, new pool cabana with a single bathroom, new agricultural garage, farm office with 1 toilet and changing room, new driveway, site work, septic tank, and landscape on site. The existing 2.3 acres of coffee agriculture to remain with a 0.5-acre additional growing area proposed after construction is completed. Has an existing 2 inch water meter (Ag.)	8/6/2024
3798 Via Real	The project consists of adding a new 180,000-gallon fire water tank and pump to a lot with permitted structures. The subject property is currently served by a 2" agricultural water meter and 4" fire service.	9/12/2024
901 Linden Ave B	Change of use from restaurant to massage and an interior remodel with the following improvements: new interior wall partitions and paint, (3) massage rooms, and foot massage area, laundry, ADA shower, ADA restroom, sauna room, clothes washer, dryer, water heater, utility sink, etc.	8/14/2024
701 Linden Ave	The Project is for interior and exterior renovations for The Palms Restaurant and adjacent single-story commercial building. First floor renovations apply to the restaurant, while the second floor is to be developed with banquet rooms and a chef's kitchen. The roof is proposed to be converted to a bar and lounge area.	8/16/2024

**Engineering Monthly Report
Intent to Serve Letters
(7/18/2024 – 9/16/2024)**

Intake of Letters and in Review

Address	Description	Date Received
4424 Foothill Rd	New 1,200 sq ft ADU . Will be added as an additional dwelling unit (existing service 2 dwellings already, will serve 3 dwellings at end of project). Will result in classification change from ag meter and ag rate to residential master meter rates because 3/4" meter is not used for agricultural purposes is used just for houses and 3/4" does not meet acreage requirements per rules.	7/31/2024
5630 Fiesta Dr	The project is for a new JADU , converted 2 car garage. No new bath kitchen sink only. Washer currently in garage will remain.	9/10/2024

August - September 2024 Monthly Operations Report

Project No.	Job / Facility	Status	Monitoring Frequency	Information Received From
1	HQ Well	HQ Well online in normal operation.	Daily	O & M Treatment
2	El Carro Well	El Carro Well is online in normal operation.	Daily	O & M Water Treatment
3	Smillie Well	Smillie Well is Well online in normal operation.	Daily	O & M Water Treatment
4	Well Status	HQ Well 1300 GPM Offline	Daily	O&M Water Treatment
		El Carro Well 930 GPM Offline		
		Smillie Well 250 GPM Offline		
5	Gobernador Aeration System	The aeration mixer stopped working, we have a new one on order which has a leas time of 4 weeks.	Daily	O & M Water Treatment
6	Water Quality	District Water Filtration facilities are operating within normal parameters and producing high quality water. All routine sampling was completed and all results met the CDPH & EPA guidelines.	Daily	O&M Water Treatment
7	Electrical Motor Control & VFD Systems	The new equipment installation for HQ Well was completed on 8/12 and the startup and comissioning was completed on 8/16.	Daily	O&M Water Treatment
8	Hydrant Maintenance & Repair	District staff performed maintenance on 34 hydrants in the month of August.	Daily	O&M Water Distribution
9	Valve Exercise & Replacement	Staff replaced 2 valves and added a new valve on Vallecito Rd this month	Daily	O&M Water Distribution
10	Mainline Leak Repairs	Nothing to report this month	Daily	O & M Water Distribution
11	Service Reairs	Staff replaced 6 services on Padaro Lane due to the County of Santa Barbara's Revitalization Project	Daily	O&M Water Distribution
12	Meter Replacement / Testing	Nothing to report this month	Daily	O&M Water Distribution
13	Fleet	1. The order for a new Hybrid F150 pickup truck has been built and has been shipped to a local dealer for inspection prior to being sent to the after market supplier. 2. Replacements for the 2 rangers have been ordered.	Daily	O&M
14	Lead Service Line Inventory	Staff has completed required inspections. The inventory data/ report submission is on schedule for the end of September, the actual due date is October 15th.	Daily	O&M Water Distribution
15	Landscape	Nothing to report at this time.	Daily	O & M

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

MONTH ENDING: 8/31/2024

	MONTHLY USE			
	CACHUMA	GW	SWP	ID#1 EXCHANGE
SEP	246	121	0	0
OCT	323	70	0	0
NOV	289	46	0	0
DEC	224	26	0	0
JAN	145	39	0	0
FEB	100	27	0	0
MAR	164	26	0	0
APR	159	13	0	6
MAY	260	25	0	38
JUN	256	110	0	64
JUL	144	243	0	75
AUG	235	208	0	52

12-MONTH TOTALS	2,545	954	0	235
------------------------	--------------	------------	----------	------------

12-MONTH RUNNING METERED SALES	3,333
---------------------------------------	--------------

12-MONTH RUNNING READ-CYCLE LOSSES	-26,316
---	----------------

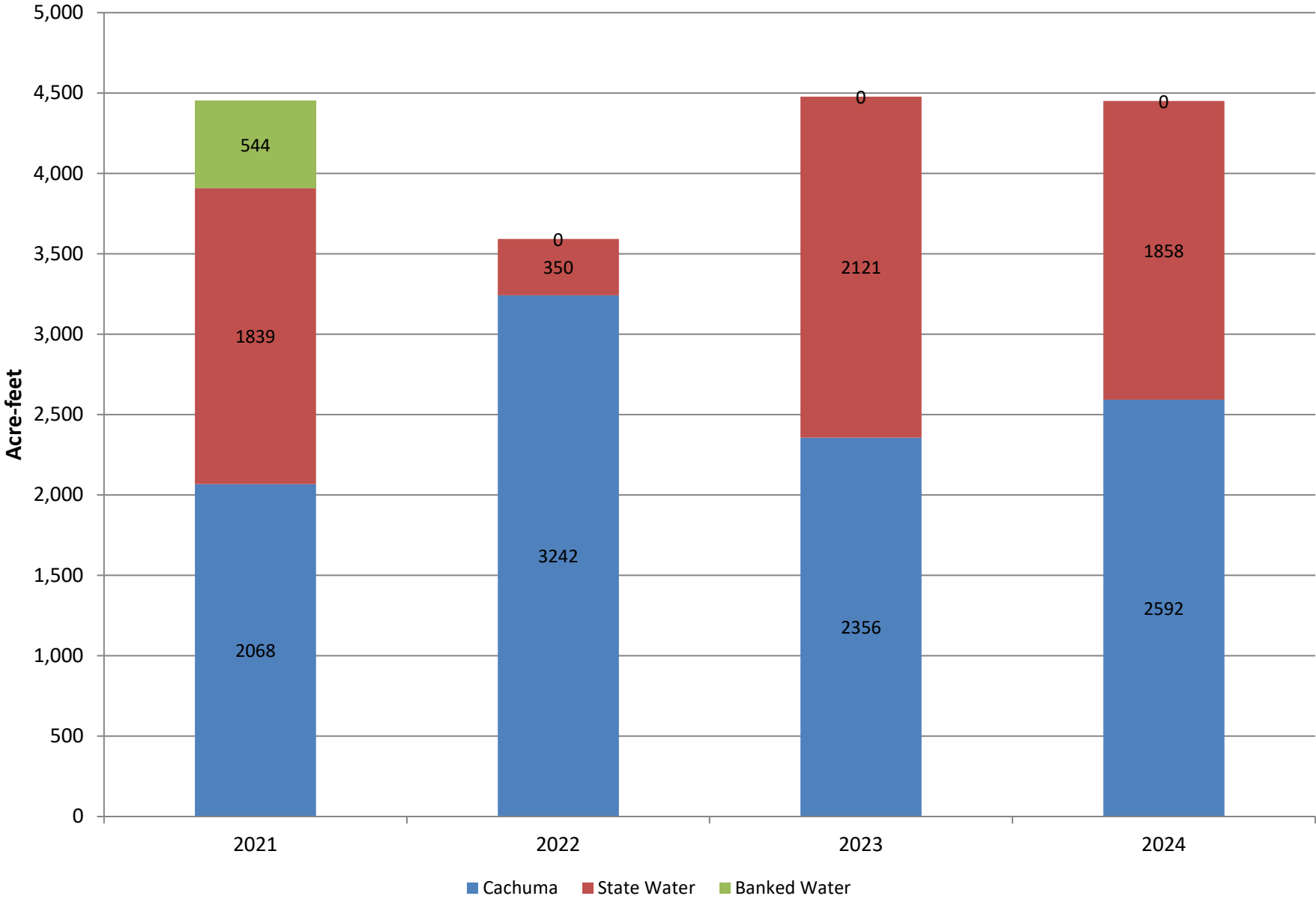
AVAILABLE SURFACE WATER SUPPLY

CACHUMA PROJECT	
CARRYOVER BALANCE	0
CURRENT WATER YEAR BALANCE	2,592
CACHUMA SUBTOTAL	2,592

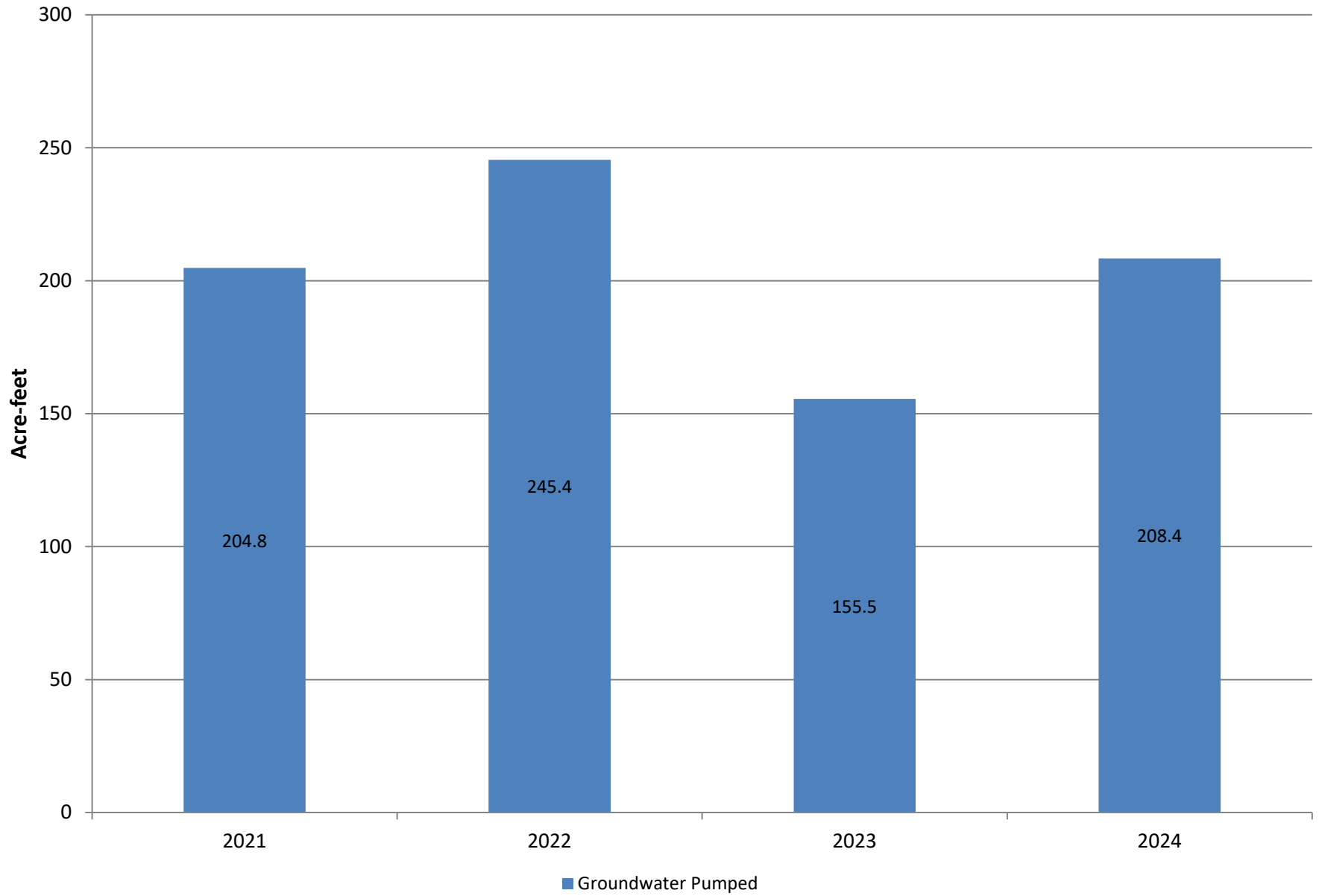
STATE WATER PROJECT	
CARRYOVER BALANCE	1,213
CURRENT WATER YEAR BALANCE	645
BANKED WATER (IRWD)	0
STATE WATER SUBTOTAL	1,858

TOTAL AVAILABLE SURFACE WATER SUPPLY	4,450
---	--------------

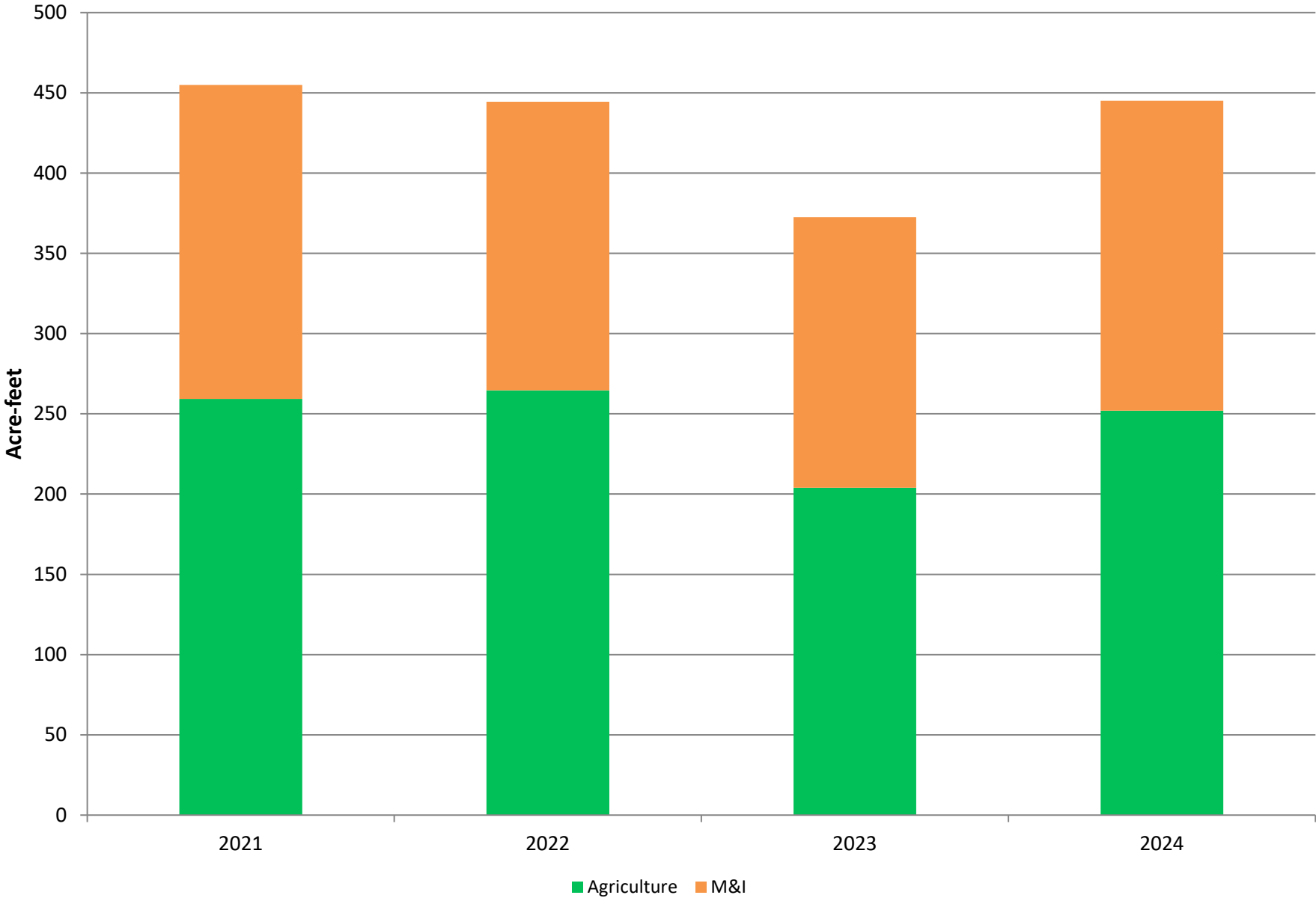
Available Surface Supply - AUG



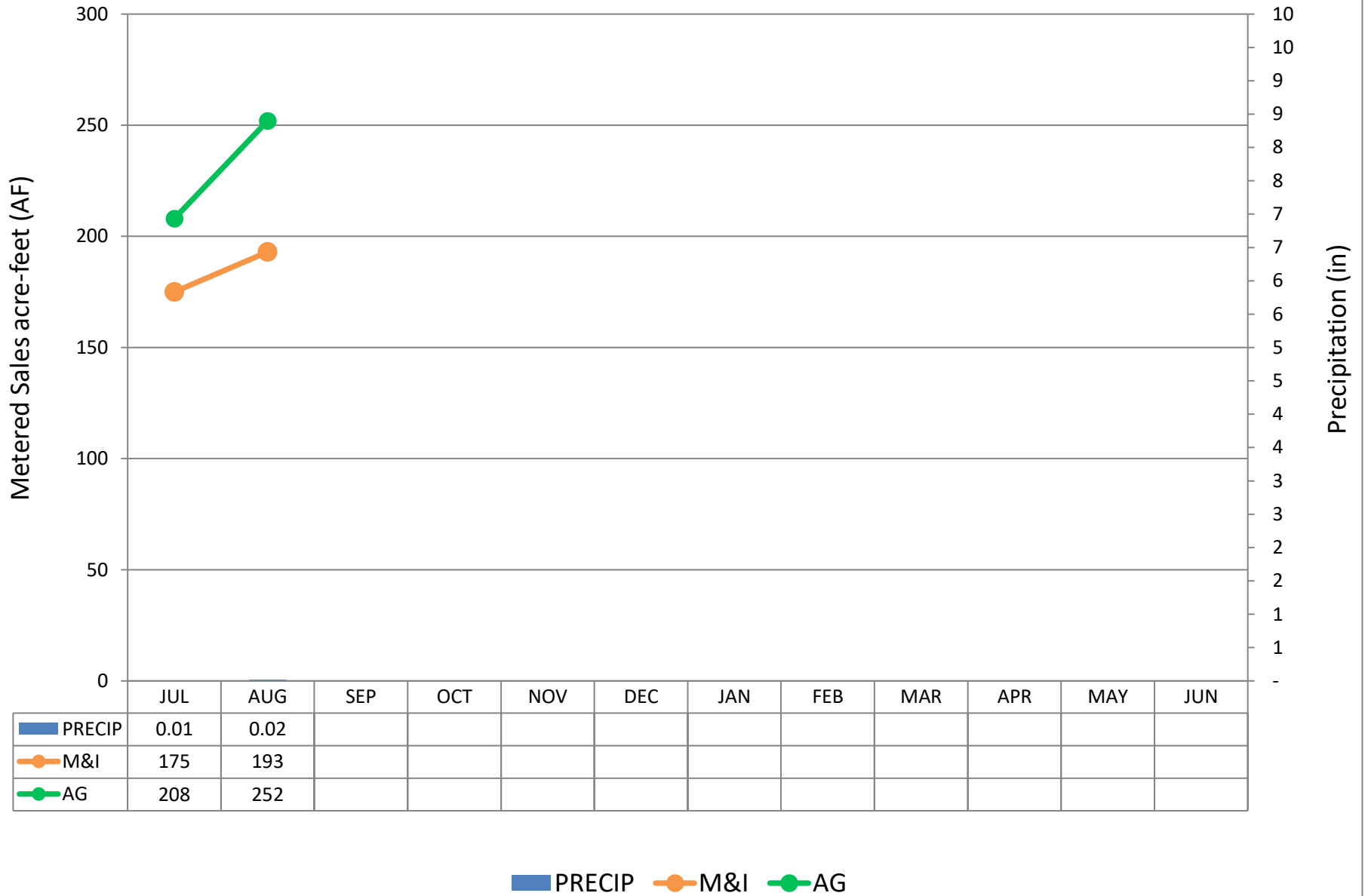
Groundwater Production - AUG



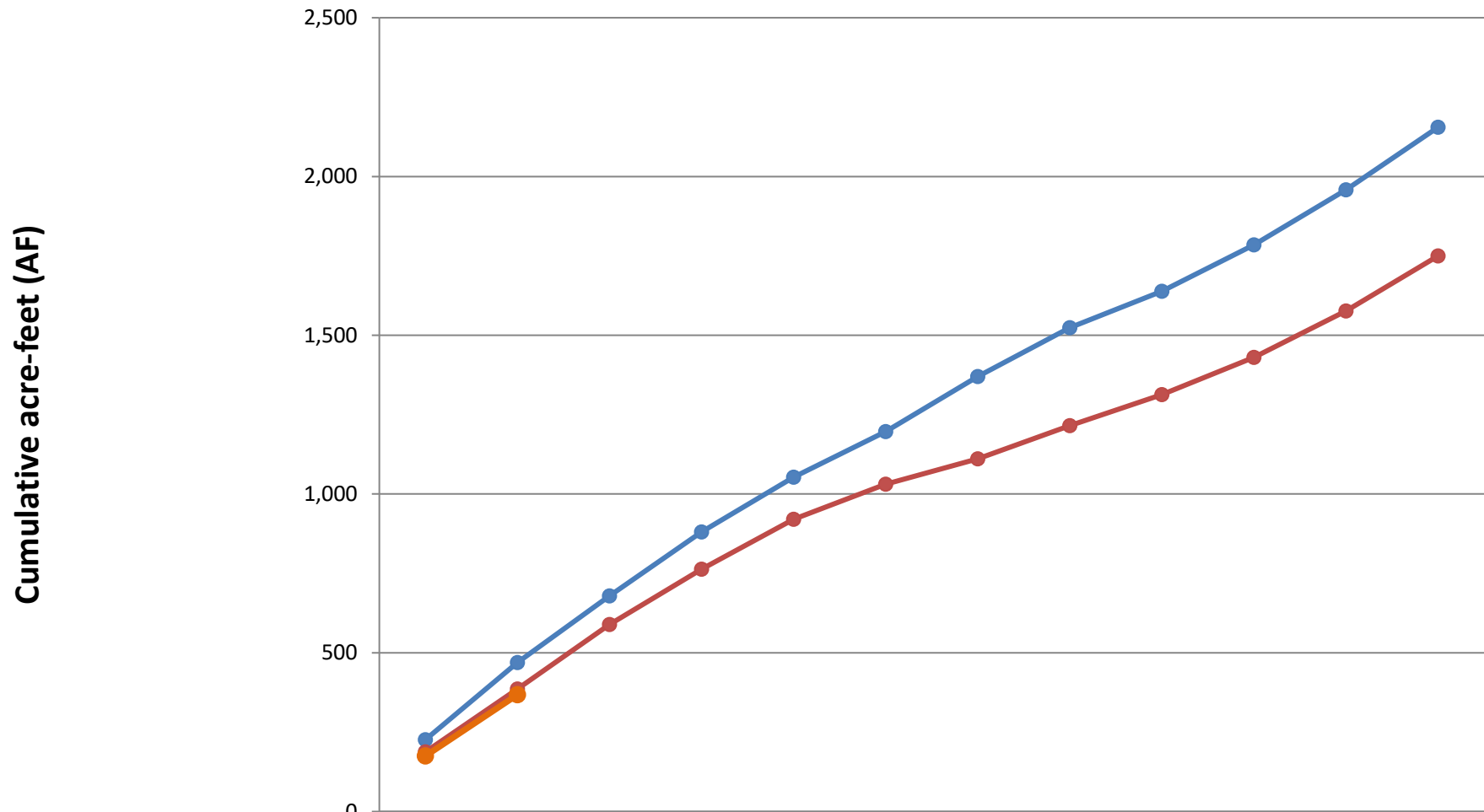
CVWD Metered Sales AUG



CVWD Monthly Metered Sales for this Fiscal Year



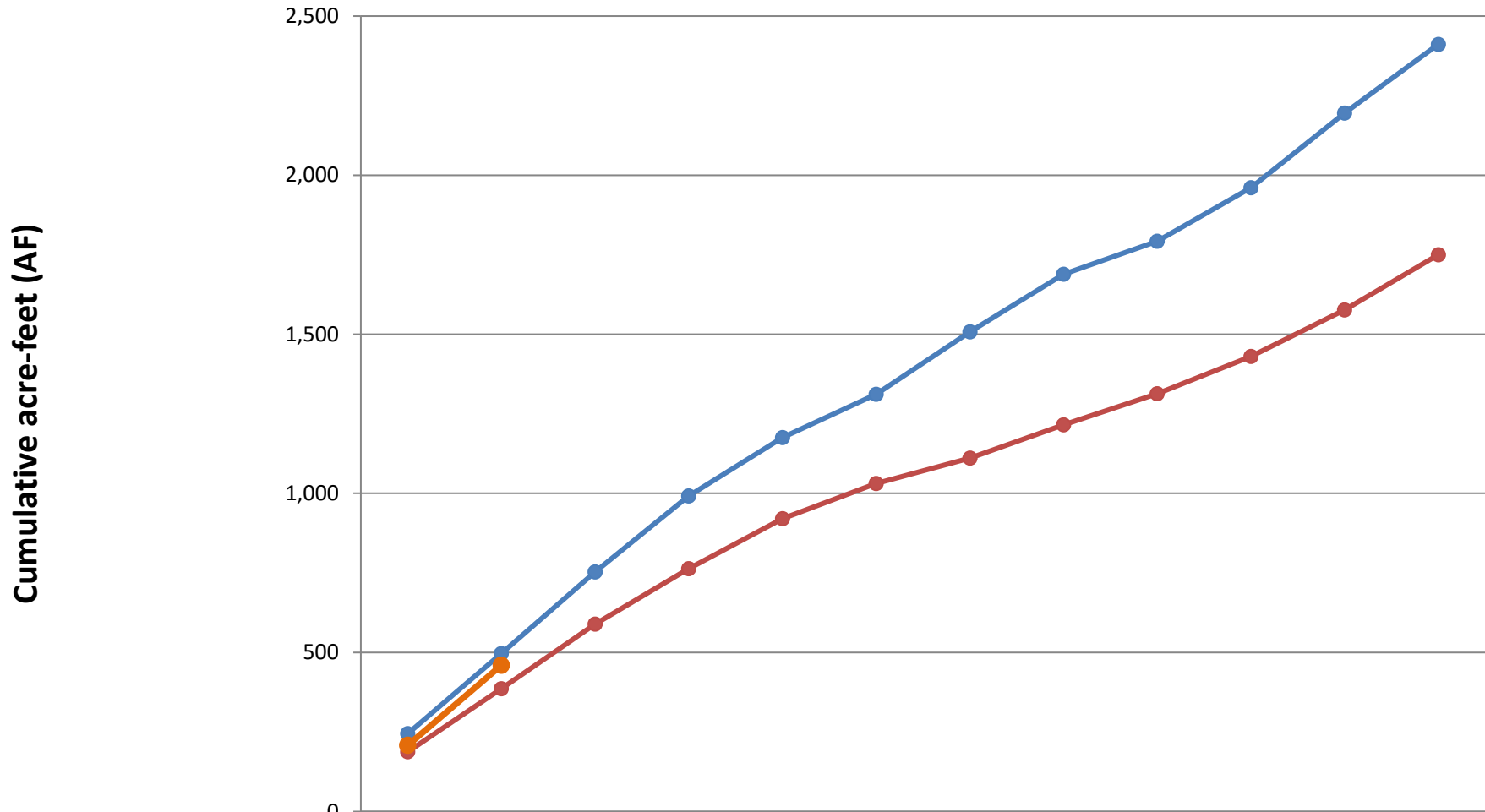
Fiscal Year M&I Sales Projections vs. Actuals



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Maximum Expected Use	226	470	679	880	1053	1197	1370	1524	1638	1785	1958	2155
FY 2025 Cumulative M&I Target	188	386	589	763	921	1031	1111	1216	1313	1430	1576	1750
FY 2025 Actual	175	368										

● Maximum Expected Use
 ● FY 2025 Cumulative M&I Target
 ● FY 2025 Actual

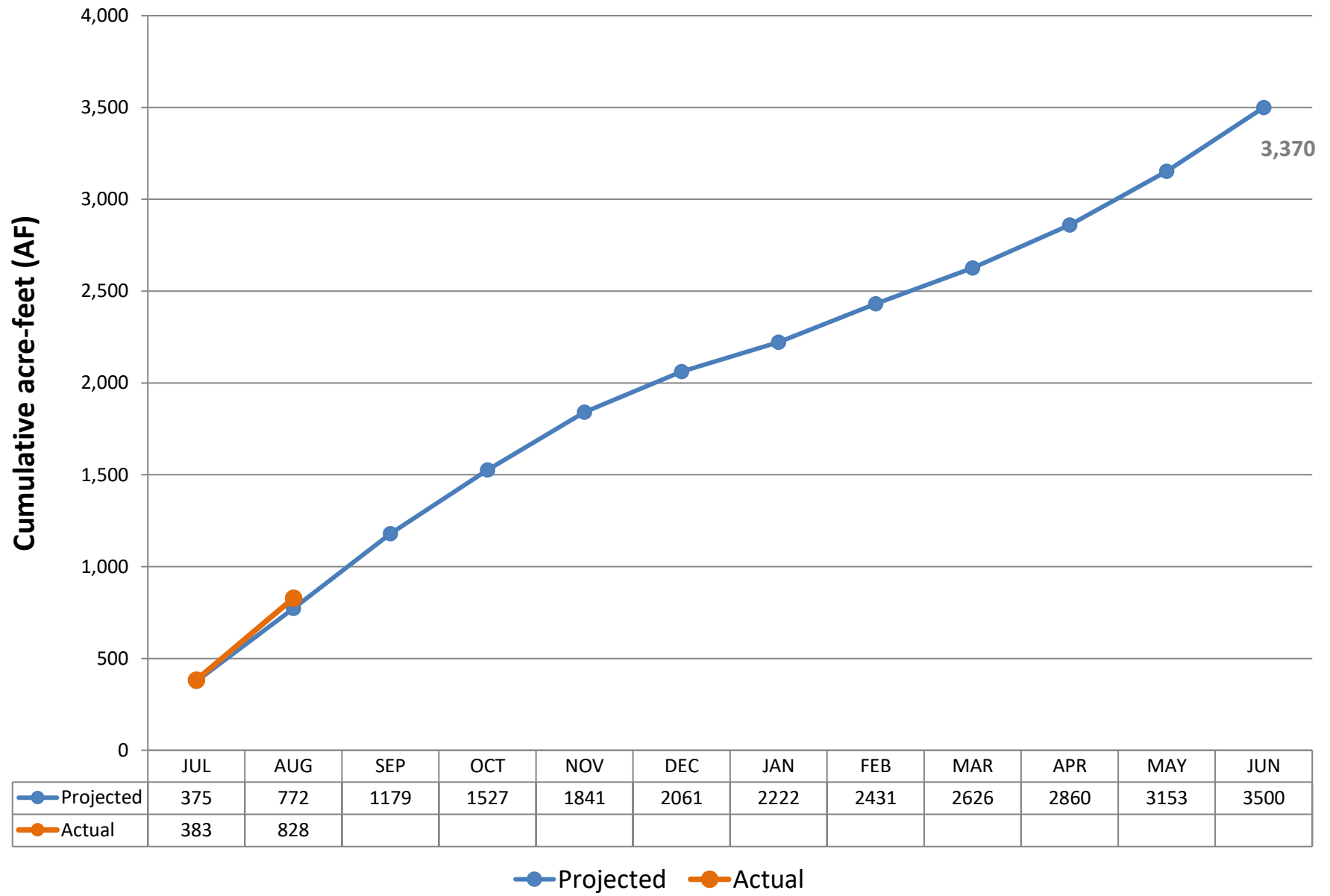
Fiscal Year AG Sales Projections vs Actuals



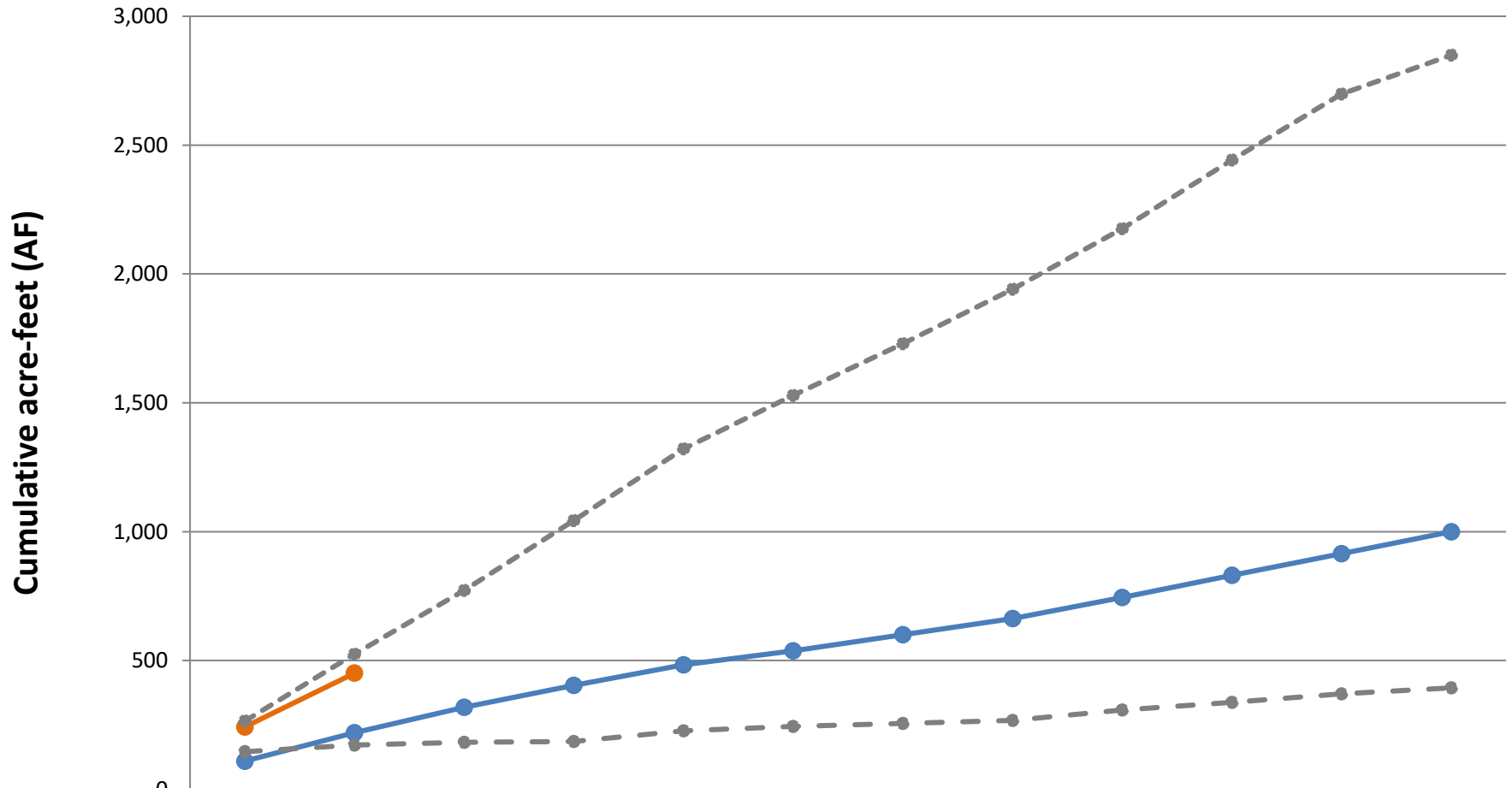
● Maximum Expected Use	245	496	753	992	1176	1311	1507	1689	1792	1961	2195	2411
● FY 2025 Cumulative Ag Target	188	386	589	763	921	1031	1111	1216	1313	1430	1576	1750
● FY 2025 Actual	208	460										

● Maximum Expected Use
 ● FY 2025 Cumulative Ag Target
 ● FY 2025 Actual

Fiscal Year TOTAL Sales Projections vs Actuals



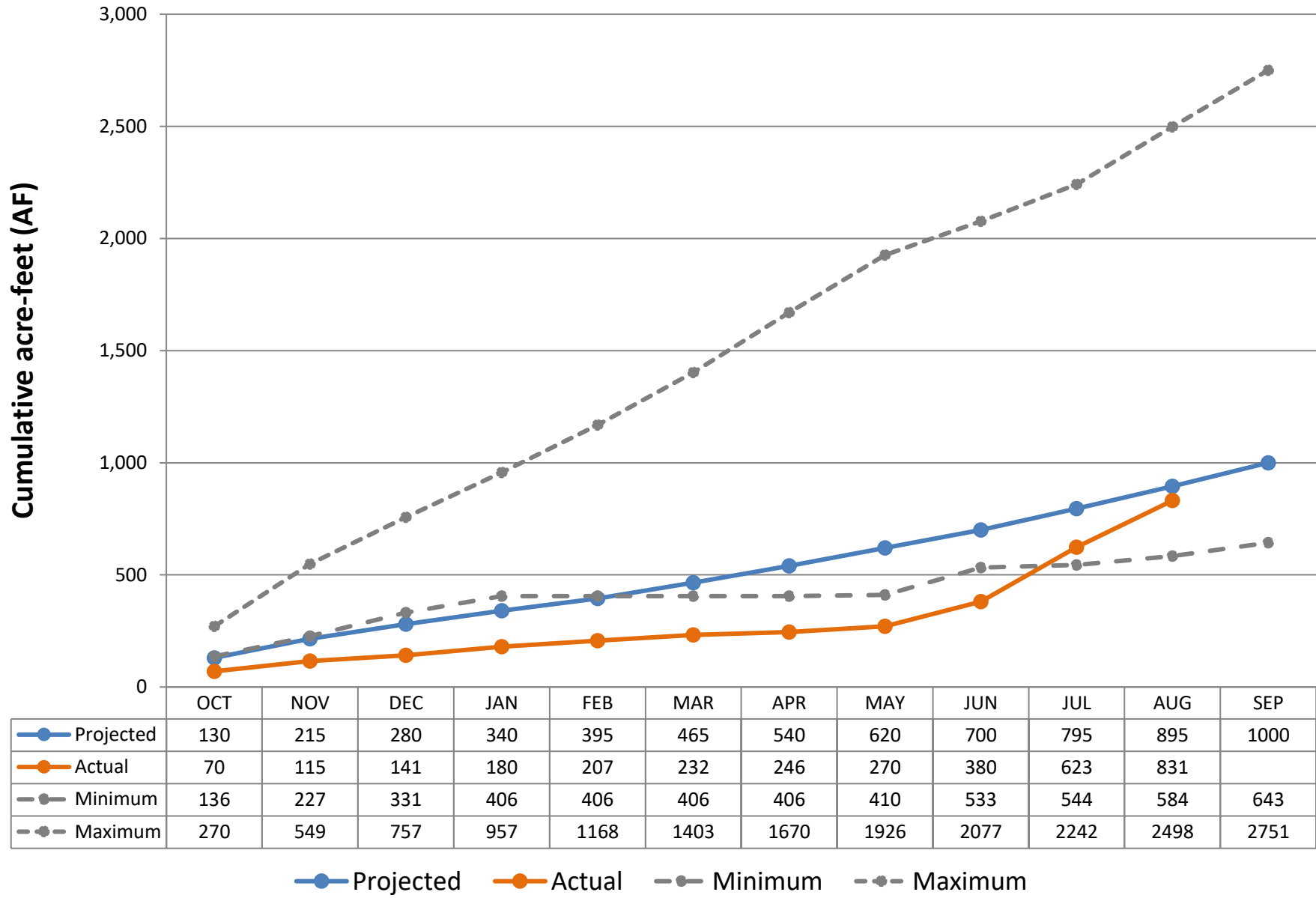
FISCAL Year Groundwater Pumping



●— Projected	110	220	319	404	483	538	600	664	745	831	915	1000
●— Actual	243	451										
—● Minimum	146	172	183	186	228	245	256	268	308	338	371	394
- -● Maximum	265	525	773	1043	1322	1529	1730	1941	2175	2442	2699	2849

●— Projected
 ●— Actual
 —● Minimum
 - -● Maximum

WATER Year Groundwater Pumping



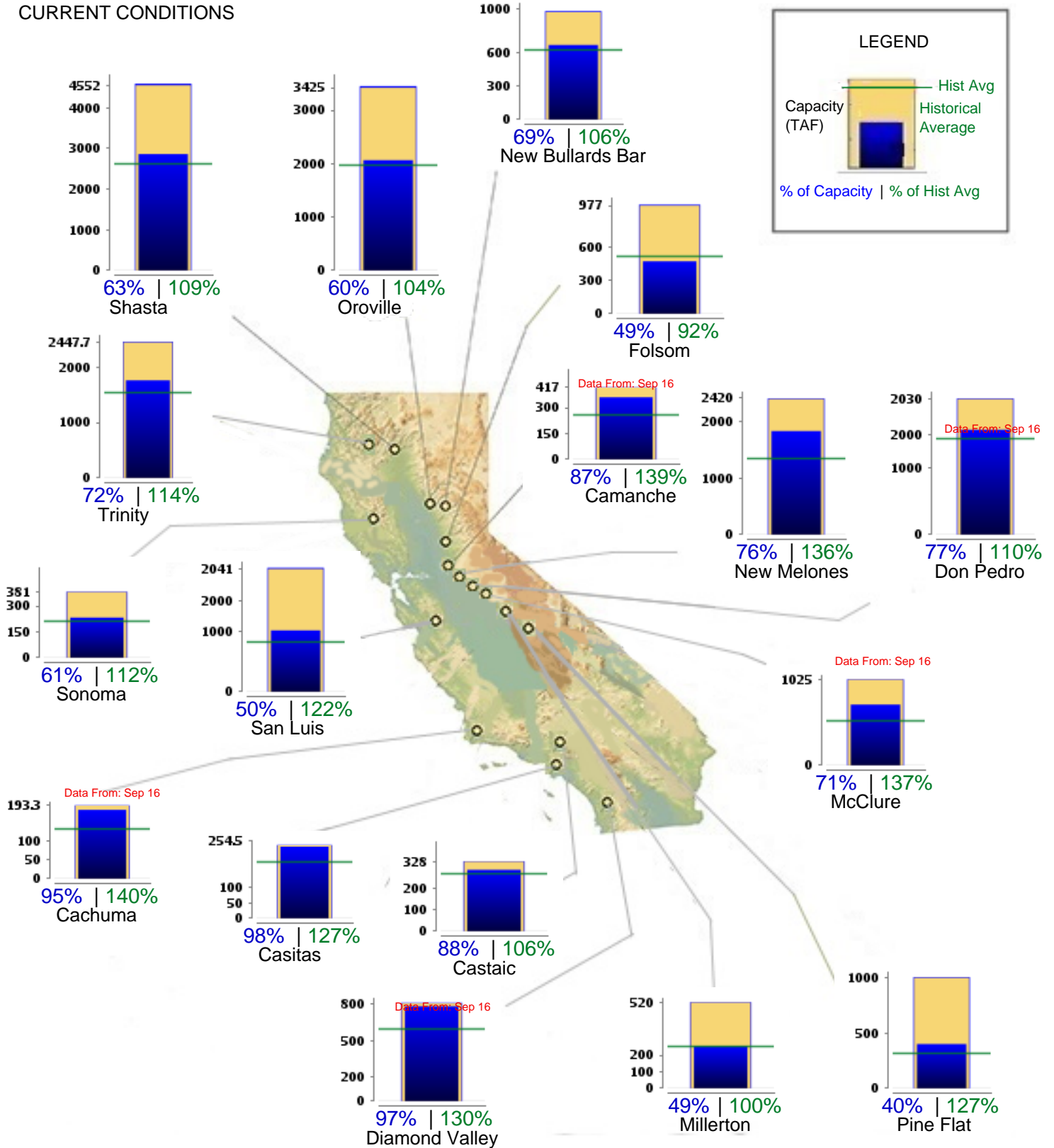


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

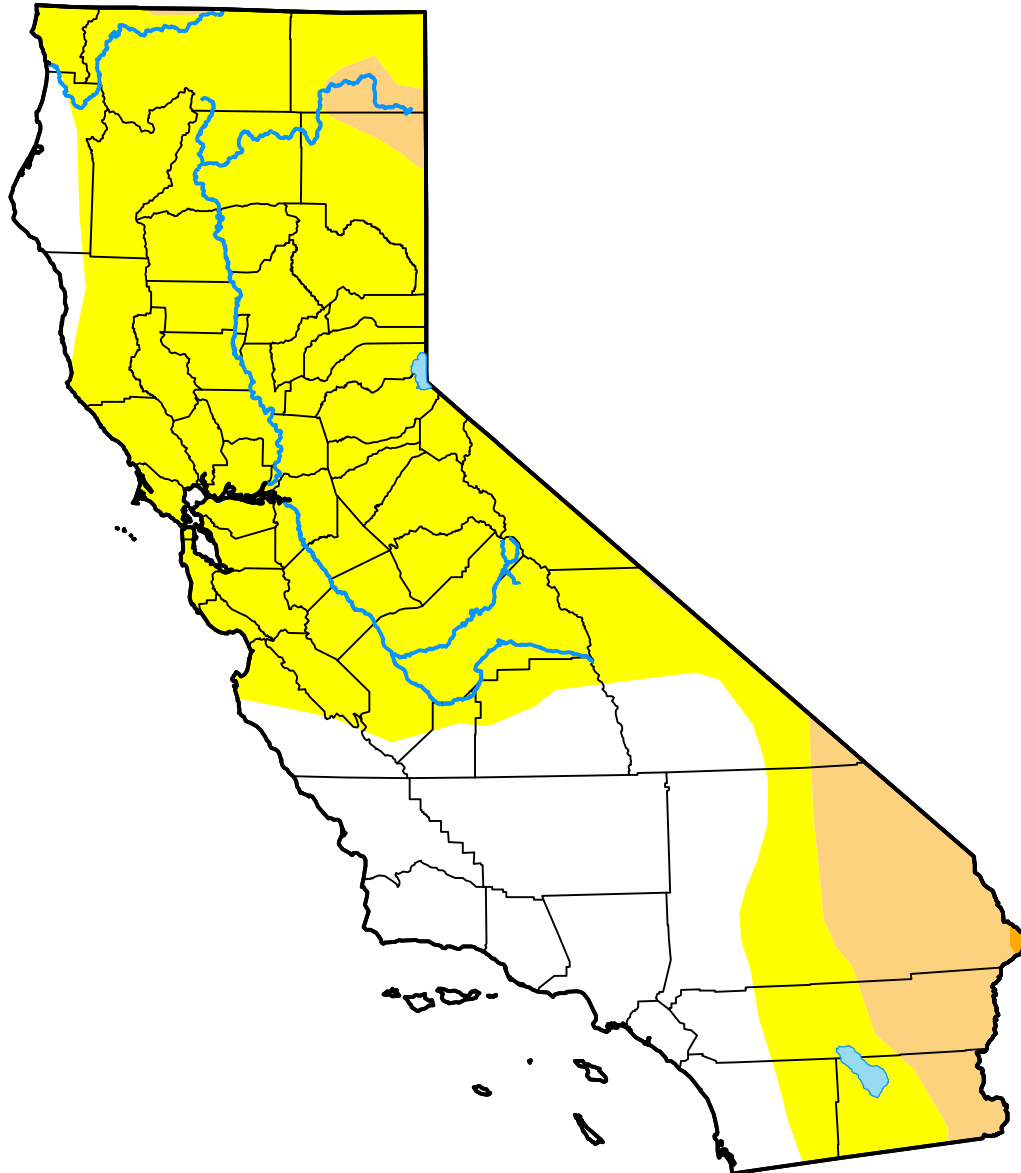
Midnight - September 17, 2024

CURRENT CONDITIONS









U.S. Drought Monitor California

September 10, 2024
(Released Thursday, Sep. 12, 2024)
Valid 8 a.m. EDT



Intensity:

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

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

Author:

Lindsay Johnson
National Drought Mitigation Center





Santa Barbara County - Flood Control District

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

Rainfall and Reservoir Summary

Updated 8am: 9/16/2024

Water Year: 2025

Storm Number: NA

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

*Each Water Year (WY) runs from Sept 1 through Aug 31 and is designated by the calendar year in which it ends
[County Real-Time Rainfall and Reservoir Website link > https://rain.cosbpw.net](https://rain.cosbpw.net)

Rainfall	ID	24 hrs	Storm 0day(s)	Month	Year*	% to Date	% of Year*	AI
Buellton (Fire Stn)	233	0.00	0.00	0.00	0.00	0%	0%	
Cachuma Dam (USBR)	332	0.00	0.00	0.00	0.00	0%	0%	
Carpinteria (Fire Stn)	208	0.00	0.00	0.05	0.05	47%	0%	
Cuyama (Fire Stn)	436	0.00	0.00	0.00	0.00	0%	0%	
Figueroa Mtn (USFS Stn)	421	0.00	0.00	0.00	0.00	0%	0%	12.5
Gibraltar Dam (City Facility)	230	0.00	0.00	0.00	0.00	0%	0%	12.5
Goleta (Fire Stn-Los Carneros)	440	0.00	0.00	0.01	0.01	12%	0%	
Lompoc (City Hall)	439	0.01	0.00	0.01	0.01	12%	0%	12.5
Los Alamos (Fire Stn)	204	0.00	0.00	0.00	0.00	0%	0%	
San Marcos Pass (USFS Stn)	212	0.00	0.00	0.01	0.01	6%	0%	
Santa Barbara (County Bldg)	234	0.00	0.00	0.05	0.05	59%	0%	
Santa Maria (City Pub.Works)	380	0.00	0.00	0.01	0.01	16%	0%	
Santa Ynez (Fire Stn /Airport)	218	0.00	0.00	0.00	0.00	0%	0%	
Sisquoc (Fire Stn)	256	0.00	0.00	0.00	0.00	0%	0%	

Countywide percentage of "Normal-to-Date" rainfall : **11%**

Countywide percentage of "Normal Water-Year" rainfall : **0%**

Countywide percentage of "Normal Water-Year" rainfall calculated assuming no more rain through Aug. 31, 2025 (End of WY2025).

AI (Antecedent Index / Soil Wetness)

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

Reservoirs

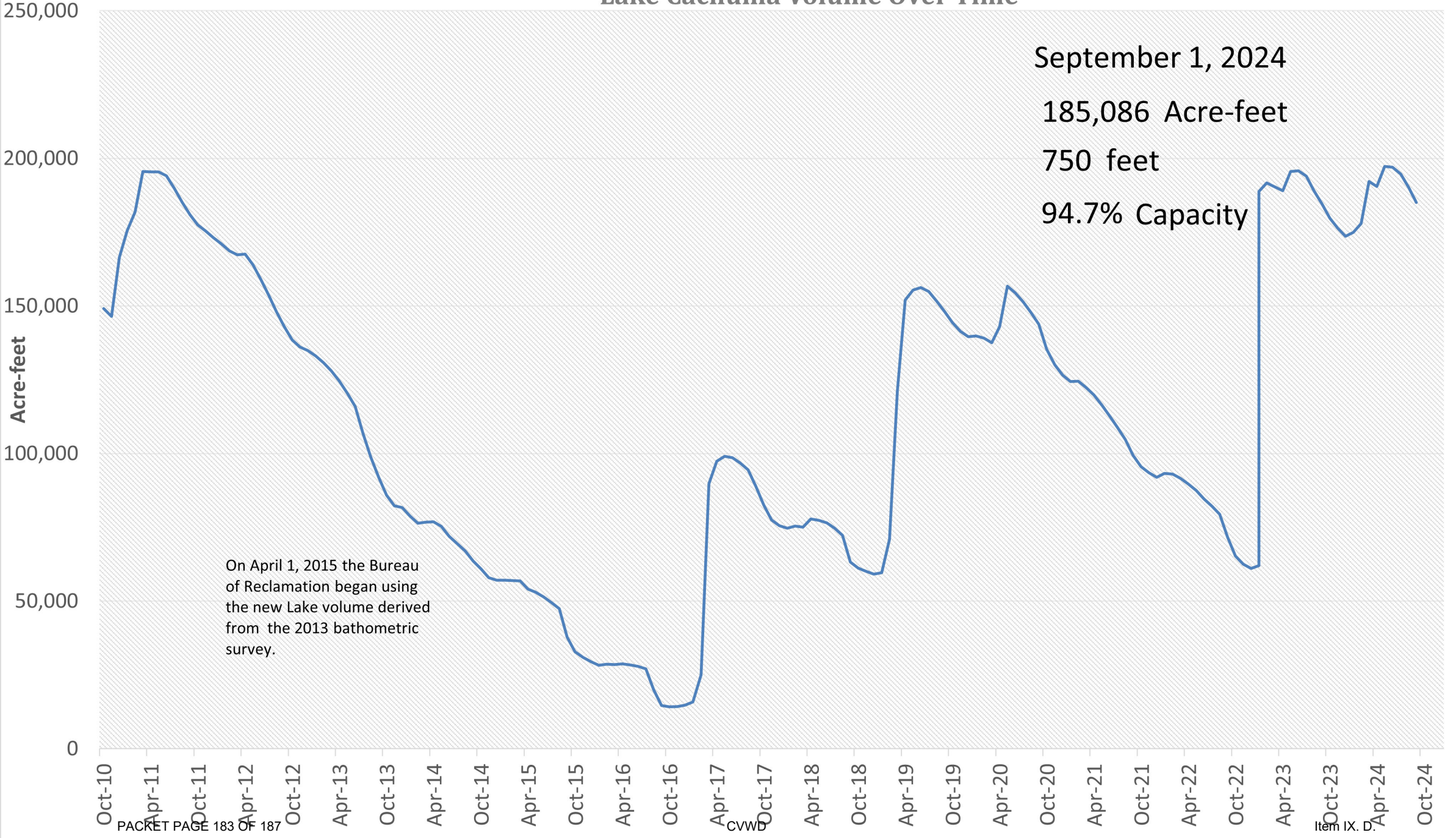
Reservoir Elevations referenced to NGVD-29.

**Cachuma is full and subject to spilling at elevation 750 ft. However, the lake is surcharged to 753 ft. for fish release water. (Cachuma water storage based on Dec 2021 capacity revision)

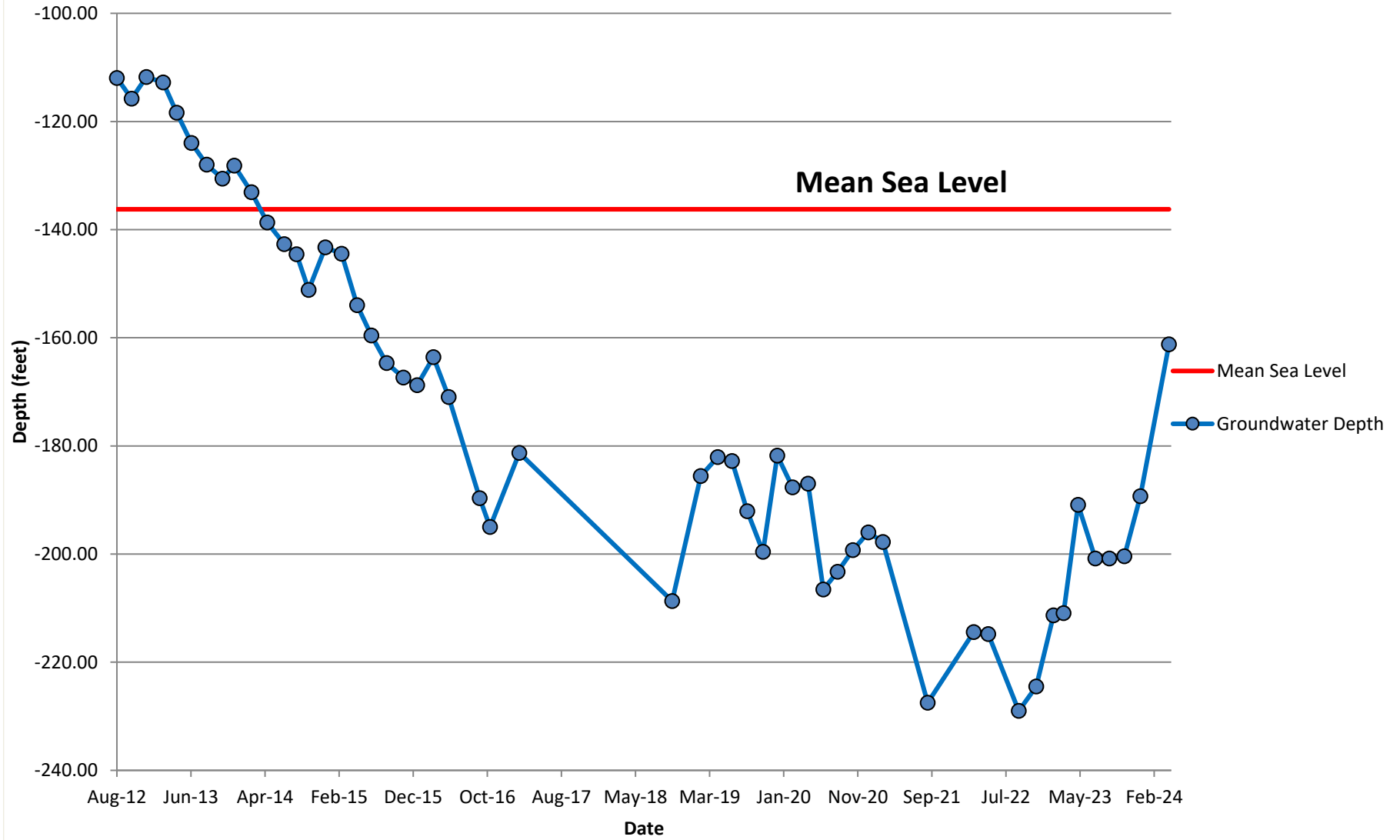
Click on Site for Real-Time Readings	Spillway Elev. (ft)	Current Elev. (ft)	Max. Storage (ac-ft)	Current Storage (ac-ft)	Current Capacity (%)	Storage Change Mo.(ac-ft)	Storage Change Year*(ac-ft)
Gibraltar Reservoir	1,400.00	1,389.58	4,693	2,577	54.9%	-658	-658
Cachuma Reservoir	753.**	749.62	192,978	182,608	94.6%	-2,117	-2,117
Jameson Reservoir	2,224.00	2,223.24	4,848	4,755	98.1%	-22	-22
Twitchell Reservoir	651.50	NA	194,971	NA		NA	NA

[Previous Rainfall and Reservoir Summaries](#)

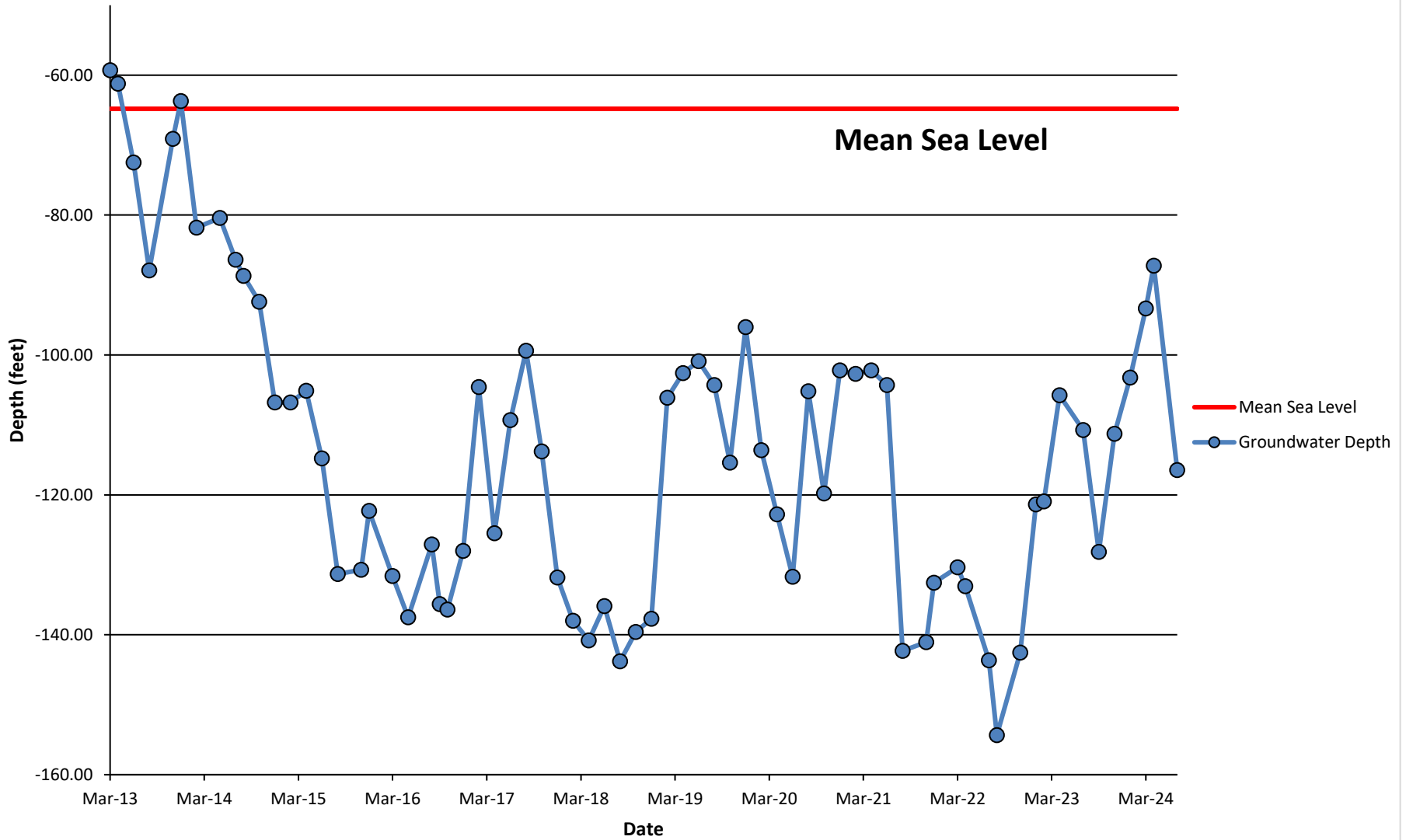
Lake Cachuma Volume Over Time



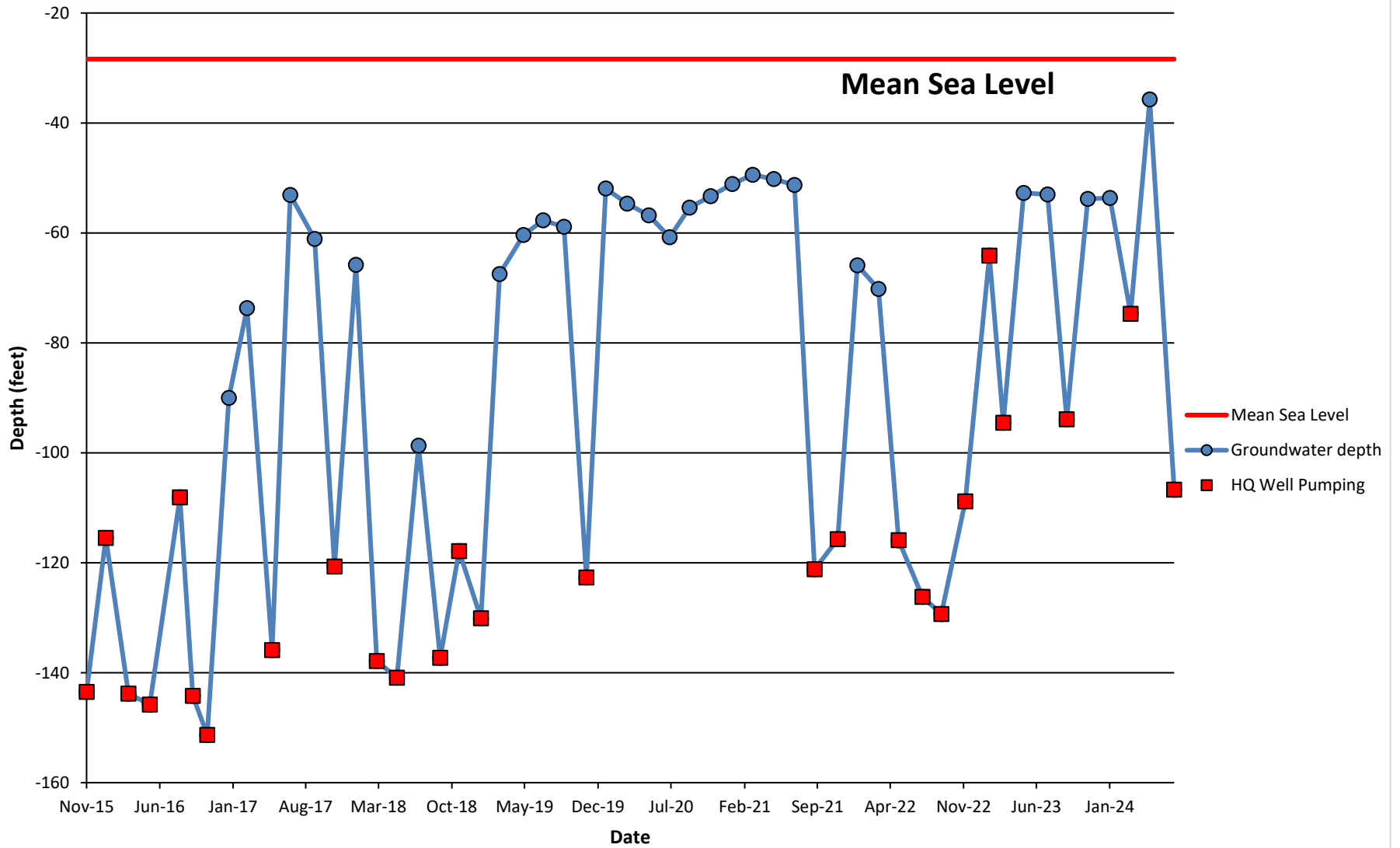
Smillie Well
Groundwater Depth Below Land Surface Datum
Land Surface Altitude - 136.24 Feet Above Mean Sea Level



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



Santa Ynez Well
Groundwater Depth Below Land Surface Datum
Land Surface Altitude - 28.38 Feet Above Mean Sea Level



HQ Well
Groundwater Depth Below Land Surface Datum
Land Surface Altitude - 28.96 Feet Above Mean Sea Level

