

COASTSIDE COUNTY WATER DISTRICT

766 MAIN STREET

HALF MOON BAY, CA 94019

REGULAR MEETING OF THE BOARD OF DIRECTORS

Tuesday, February 8, 2022 - 7:00 p.m.

AGENDA

Due to the Covid-19 pandemic, and in accordance with Assembly Bill 361, which modifies California Government Code Section 54953, the Boardroom will not be open to the public for the February 8, 2022, Regular Meeting of the Board of Directors of the Coastside County Water District. This meeting will be conducted remotely via teleconference only.

The Public may watch and/or participate in the public meeting by joining the meeting through the Zoom Videoconference link provided below. The public may also join the meeting by calling the below listed teleconference phone number.

How to Join Online or by Phone

The meeting will begin at 7:00 p.m.

Whether you participate online or by telephone, you may wish to “arrive” early so that staff can address any technology questions prior to the start of the meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/83058469937?pwd=WHhqL1M1TXNVLzBaekMvb2RMN1hkQT09>

Meeting ID: 830 5846 9937

Passcode: 592293

One tap mobile

+16699006833,,83058469937#,,, *592293# US (San Jose)

Dial by your location

+1 669 900 6833 US (San Jose)

Meeting ID: 830 5846 9937

Passcode: 592293

Find your local number: <https://us02web.zoom.us/u/kdGjmVAgYd>

Procedures to make a public comment with Zoom Video/Conference – As a reminder, all participants except the Board Members and Staff are muted on entry.

- ***From a computer:*** (1) Using the Zoom App. at the bottom of your screen, click on “Participants” and then “Raise Hand”. Participants will be called to comment in the order in which they are received. Begin by stating your name and place of residence.

OR

- (2) Using the Zoom App, at the bottom of your screen click on “Chat” and then type that you wish to make a comment into the Chat Box. Ensure that the “To:” field is populated by either “Everyone” or “the Moderator”. Begin by stating your name and place of residence.
- ***From a phone:*** Using your keypad, dial *9, and this will notify the Moderator that you have raised your hand. Begin by stating your name and place of residence. The Moderator will call on you by stating the last 4 digits of your phone number. If you wish to block your phone number dial *67 prior to dialing in. If your phone number is not displayed, the Moderator will call you by Caller number.

The Coastside County Water District (CCWD) does not discriminate against persons with disabilities. Upon request, the agenda and agenda packet materials can be provided in a format to accommodate special needs. If you require a copy of the agenda or related materials in an alternative format to accommodate a disability, or if you wish to attend this public meeting and will require special assistance or other special equipment, please call the District at (650) 726-4405 in advance and we will make every reasonable attempt to provide such an accommodation.

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the CCWD District Office, located at 766 Main Street, Half Moon Bay, CA at the same time that the public records are distributed or made available to the legislative body.

This agenda and accompanying materials can be viewed on Coastside County Water District’s website located at: www.coastsidewater.org.

The Board of the Coastside County Water District reserves the right to take action on any item included on this agenda.

- 1) **ROLL CALL**
- 2) **PLEDGE OF ALLEGIANCE**
- 3) **PUBLIC COMMENT**

At this time members of the public may address the Board of Directors on issues not listed on the agenda which are within the purview of the Coastside County Water District. Comments on matters that are listed on the agenda may be made at the time the Board is considering each item. Each speaker is allowed a maximum of three (3) minutes and must complete and submit a speaker slip. The President of the Board will recognize each speaker, at which time the speaker should give their name and address and provide their comments to the Board.

4) **Consider and Reaffirm Resolution 2021-06 “Making Findings Pursuant to Assembly Bill 361 That the Proclaimed State of Emergency Continues to Impact the Ability to Meet Safely in Person”** ([attachment](#))

5) **PUBLIC HEARING**

- A. Redistricting Based on 2020 Census Data and Second Public Hearing on the Proposal to Adjust the Boundaries of the Zones ([attachment](#))
 - a. Presentation of Draft Map of Five Electoral Zones For Election of Members of the Board of Directors by Staff and Redistricting Partners LLC
 - b. Open Public Hearing
 - c. Public Comments
 - d. Close Public Hearing
 - e. Board Comments
- B. Consideration of Resolution 2022-02 Approving the Adjusted Zone-Based Boundary Map for Election of Members of the Board of Directors Based on 2020 Census Data for Redistricting. ([attachment](#))

6) **CONSENT CALENDAR**

The following matters before the Board of Directors are recommended for action as stated by the General Manager. All matters listed hereunder constitute a Consent Calendar, are considered as routine by the Board of Directors, and will be acted upon by a single vote of the Board. There will be no separate discussion of these items unless a member of the Board so requests, in which event the matter shall be removed from the Consent Calendar and considered as a separate item.

- A. Approval of disbursements for the month ending January 31, 2022:
Claims: \$888,520.48; Payroll: \$190,880.90 for a total of \$1,079,401.38 ([attachment](#))
 - *January 2022 Monthly Financial Claims reviewed and approved by Director Coverdell*
- B. Acceptance of Financial Reports ([attachment](#))
- C. Approval of Minutes of January 11, 2022, Regular Board of Directors Meeting ([attachment](#))
- D. Approval of Minutes of January 25, 2022, Special Board of Directors Meeting ([attachment](#))
- E. Installed Water Connection Capacity and Water Meters Report ([attachment](#))
- F. Total CCWD Production Report ([attachment](#))
- G. CCWD Monthly Sales by Category Report January 2022 ([attachment](#))
- H. Monthly Planned Plant or Tank Discharge and New Water Line Flushing Report ([attachment](#))
- I. Monthly Rainfall Reports ([attachment](#))
- J. SFPUC Hydrological Conditions Report – December 2021 ([attachment](#))
- K. Notice of Acceptance – 226 Avenue Cabrillo Non-Complex Main Line Extension Project ([attachment](#))

7) **MEETINGS ATTENDED / DIRECTOR COMMENTS**

8) GENERAL BUSINESS

- A. Consider Resolution 2022-03 Authorizing the Financing of Capital Improvements to the Water System Via Entrance into a Loan Agreement, and Approving Related Documents and Actions ([attachment](#))
- B. Water Shortage Advisory and Public Outreach Update ([attachment](#))
- C. Authorize the General Manager to Enter in a Subscription Service Agreement for the Hach Water Information Management Solution (WIMS) Software and to Enter into a Professional Services Agreement with Hach for Implementation Services ([attachment](#))
- D. Consider Resolution 2022-04 Approving Placing in Nomination John Muller as a Member of the Association of California Water Agencies Region 5 Board of Directors ([attachment](#))
- E. Nunes Water Treatment Plant Upgrades Project Update #6 ([attachment](#))

9) MONTHLY INFORMATIONAL REPORTS

- A. General Manager's Report ([attachment](#))
- B. Superintendent of Operations Report ([attachment](#))
- C. Water Resources Report ([attachment](#))

10) DIRECTOR AGENDA ITEMS - REQUESTS FOR FUTURE BOARD MEETINGS

11) ADJOURNMENT

STAFF REPORT

To: Coastside County Water District Board of Directors

From: Mary Rogren, General Manager

Agenda: February 8, 2022

Report

Date: February 4, 2022

Subject: Consider and Reaffirm Resolution 2021-06 “Making Findings Pursuant to Assembly Bill 361 That the Proclaimed State of Emergency Continues to Impact the Ability to Meet Safely in Person.”

Recommendation:

Reaffirm, by motion, Resolution 2021-06, making findings pursuant to Assembly Bill 361 that the proclaimed State of Emergency continues to impact the ability to meet safely in person.

Background:

On March 4, 2020, Governor Newsom declared a State of Emergency to exist in California as a result of the thread of COVID 19, and on March 17, 2020, the Governor issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act relating to teleconferencing to allow legislative bodies to conduct meetings remotely to help protect the spread of COVID-19 and to protect the health and safety to the public. On June 11, 2021, the Governor issued Executive Order N-08-21 which specified that Executive Order N-29-20 remained in effect through September 30, 2021.

On September 16, 2021, the Governor signed Assembly Bill 361 (AB361) into law to allow legislative bodies to continue to meet remotely during a proclaimed State of Emergency after September 30, 2021.

On October 8, 2021, the Board of the Directors of the Coastside County Water District adopted Resolution 2021-06. Per AB361, the Board will need to consider and reaffirm the findings of Resolution 2021-06 monthly.

By reaffirming Resolution 2021-06, the Board has considered the circumstances of the proclaimed State of Emergency and finds that the State of Emergency continues to directly impact the ability of the members to meet safely in person, and state or local officials continue to impose or recommend measures to promote social distancing.

RESOLUTION NO. 2021-06

MAKING FINDINGS PURSUANT TO ASSEMBLY BILL 361 THAT THE PROCLAIMED STATE OF EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN PERSON

COASTSIDE COUNTY WATER DISTRICT

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to exist in California as a result of the threat of COVID-19;

WHEREAS, on March 17, 2020, the Governor issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act related to teleconferencing to allow legislative bodies to conduct meetings remotely to help protect against the spread of COVID-19 and to protect the health and safety of the public;

WHEREAS, on June 11, 2021, the Governor issued Executive Order N-08-21, which specified that Executive Order N-29-20 remains in effect through September 30, 2021, and then expires;

WHEREAS, on September 16, 2021, the Governor signed Assembly Bill 361 (AB 361) in to law, as urgency legislation that goes into effect immediately, that amends Government Code Section 54953 to allow legislative bodies to continue to meet remotely during a proclaimed state of emergency provided certain conditions are met and certain findings are made;

WHEREAS, on September 20, 2021, the Governor issued Executive Order N-15-21 that generally suspends the AB 361 amendments to Government Code Section 54953 until October 1, 2021, and therefore clarifying that Executive Order N-29-20 controls through the end of September 2021;

WHEREAS, the Governor's proclaimed State of Emergency remains in effect, and state and local officials, including the San Mateo County Health Officer, the California Department of Public Health, and the Department of Industrial Relations, have imposed or recommended measures to promote social distancing; and

WHEREAS, to help protect against the spread of COVID-19 and its variants, and to protect the health and safety of the public, the Board of Directors desires to take the actions necessary to comply with AB 361 and to continue to hold its Board and committee meetings remotely.

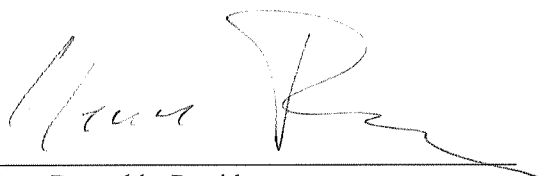
NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Coastside County Water District has considered the circumstances of the proclaimed State of Emergency, and finds that the State of Emergency continues to directly impact the ability of the members to meet safely in person, and state or local officials continue to impose or recommend measures to promote social distancing.

BE IT FURTHER RESOLVED that the District will comply with the requirements of Government Code Section 54953(e)(2) when holding Board and committee meetings pursuant to this Resolution.

BE IT FURTHER RESOLVED that the Board will consider the findings in this Resolution every 30 days and may, by motion, reaffirm these findings.

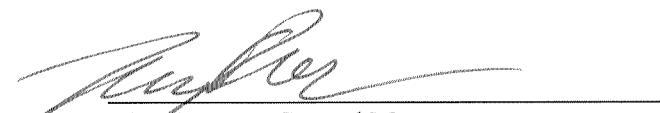
PASSED AND ADOPTED this 12th day of October, 2021, by the following vote:

AYES: President Reynolds, Vice-President Feldman, Directors Mickelsen, Coverdell and Muller



Glenn Reynolds, President
Board of Directors

ATTEST:



Mary Rogren, General Manager
Secretary of the Board of Directors

STAFF REPORT

To: Coastside County Water District Board of Directors

From: Mary Rogren, General Manager

Agenda: February 8, 2022

Report Date: February 4, 2022

Subject: 1) Redistricting Based on 2020 Census Data and Second Public Hearing on the Proposal to Adjust the Boundaries of the Zones
2) Consideration of Resolution 2022-02 Approving the Adjusted Zone-Based Boundary Map for Election of Members of the Board of Directors Based on 2020 Census Data for Redistricting.

Recommendation:

- 1) Conduct a second public hearing on the proposal to adjust the boundaries of the District's election zones;
- 2) Adopt Resolution 2022-02 (Exhibit I) approving the adjusted zone-based boundary map for election of Members of the Board of Directors based on 2020 census data for redistricting.

Background:

At the February 11, 2020 Regular Board meeting, the Board adopted Ordinance No. 2020-01 approving the change from at-large to zone-based elections and adopting a map with five (5) zones derived from the 2010 census. The Election Code section 22000 et. seq. provides that following a decennial federal census, that the Board must adjust the zone boundaries so that the five zones have substantially equal population. Because the deviation in population between zones varied greater than 10% between the 2010 census and the 2020 census, the District must now consider and adopt a new map.

The District held its first public hearing on January 25, 2022 on the proposal to adjust the boundaries of the five zones previously created, and Redistricting Partners LLC, the District's demographer, presented three draft maps with adjusted boundaries that satisfy the legal requirement of equal population among the zones and other accepted demographic principles to comply with both California and Federal Law. Based on input provided at the first public hearing, the District posted the draft Plan A map on the District's website.

STAFF REPORT

Agenda: February 8, 2022

Subject: Public Hearing – Redistricting Based on 2020 Census Data

Page 2

This is the second public hearing for the District’s Board of Directors to receive public input on the draft Plan A map, with considerations of topography, geography, cohesiveness, contiguity, integrity and compactness of territory, as well as maintaining vital communities of interest.

Joe Armenta from Redistricting Partners LLC, the District’s demographer, will provide an overview of the process and Draft Plan A map (Exhibit II).

**RESOLUTION NO. 2022-02
OF THE BOARD OF DIRECTORS OF
THE COASTSIDE COUNTY WATER DISTRICT**

**APPROVING THE ADJUSTED ZONE-BASED BOUNDARY MAP FOR
ELECTION OF MEMBERS OF THE BOARD OF DIRECTORS BASED ON 2020
CENSUS DATA FOR REDISTRICTING**

This Resolution is adopted in light of the following facts and circumstances, which are found and declared by the Board of Directors (Board) of the Coastside County Water District (District).

WHEREAS, the District is a special district duly organized and operating pursuant to the County Water District Law, California Water Code sections 30000 *et seq.*

WHEREAS, the California Legislature in the County Water District Law provided for the formation, governance, and operation of County Water Districts, and the District was established in 1947 with boundaries including the City of Half Moon Bay and the unincorporated communities of Princeton, Miramar and El Granada.

WHEREAS, the Board currently is comprised of 5 directors who serve 4-year staggered terms and are elected in even-numbered years pursuant to Water Code sections 30500 and 30501, and Elections Code section 10505.

WHEREAS, pursuant to Ordinance No. 2020-01, adopted on February 11, 2020, the District approved the change from at-large to zone-based elections for the election of members of the Board of Directors commencing in November 2020 in furtherance of the California Voting Rights Act, created five (5) zones based on the Blue 2 map, and established the sequence of elections for each of the five zones.

WHEREAS, in November 2020, Board member elections for zones 1, 3, and 4 were held.

WHEREAS, in September 2021, the federal decennial census data was released.

WHEREAS, the District engaged a demographer, Redistricting Partners, to evaluate the federal decennial census data and the District's adopted Blue 2 map, and to draw maps with adjusted boundaries in accordance with California Election Code sections 22000 *et seq.*

WHEREAS, the District held a public hearing on January 25, 2022, on the proposal to adjust the boundaries of the five zones previously created, and Redistricting Partners presented three draft maps with adjusted boundaries that satisfy the legal requirements of equal population among the zones and other accepted demographic principles to comply with both California and Federal law.

WHEREAS, based on input provided at the first public hearing, the District posted the Plan A map on the District's website, and held a second public hearing on February 8, 2022, at which time the Board considered the proposal to adjust the boundaries of the five zones based on the Plan A map, which complies with all Federal, State and local laws and regulations, and will ensure that all in the District may effectively exercise their electoral franchise to elect candidates of their choice in conjunction with the considerations of topography, geography, cohesiveness, contiguity, integrity and compactness of territory, as well as maintaining vital communities of interest.

WHEREAS, the San Mateo County Elections Department will be provided with the information necessary by the District staff, Redistricting Partners, and legal counsel, to ensure that this zone-based election system based on Plan A is implemented for the November 2022 election, and every two years thereafter.

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

1. Pursuant to California Elections Code sections 22000 *et seq.* the District adjusts the boundaries of the five zones for the election of its Board members commencing in November 2022 as shown on the Plan A map, which is attached as Exhibit A and incorporated by this reference.
2. The General Manager is authorized to take all actions necessary to give effect to this Resolution, including, for example, providing information to the County of San Mateo Registration and Elections Division.

This Resolution is adopted at a Regular Meeting of the Board of Directors of the Coastside County Water District held this 8th day of February 2022, by the following vote:

AYES:

NOES:

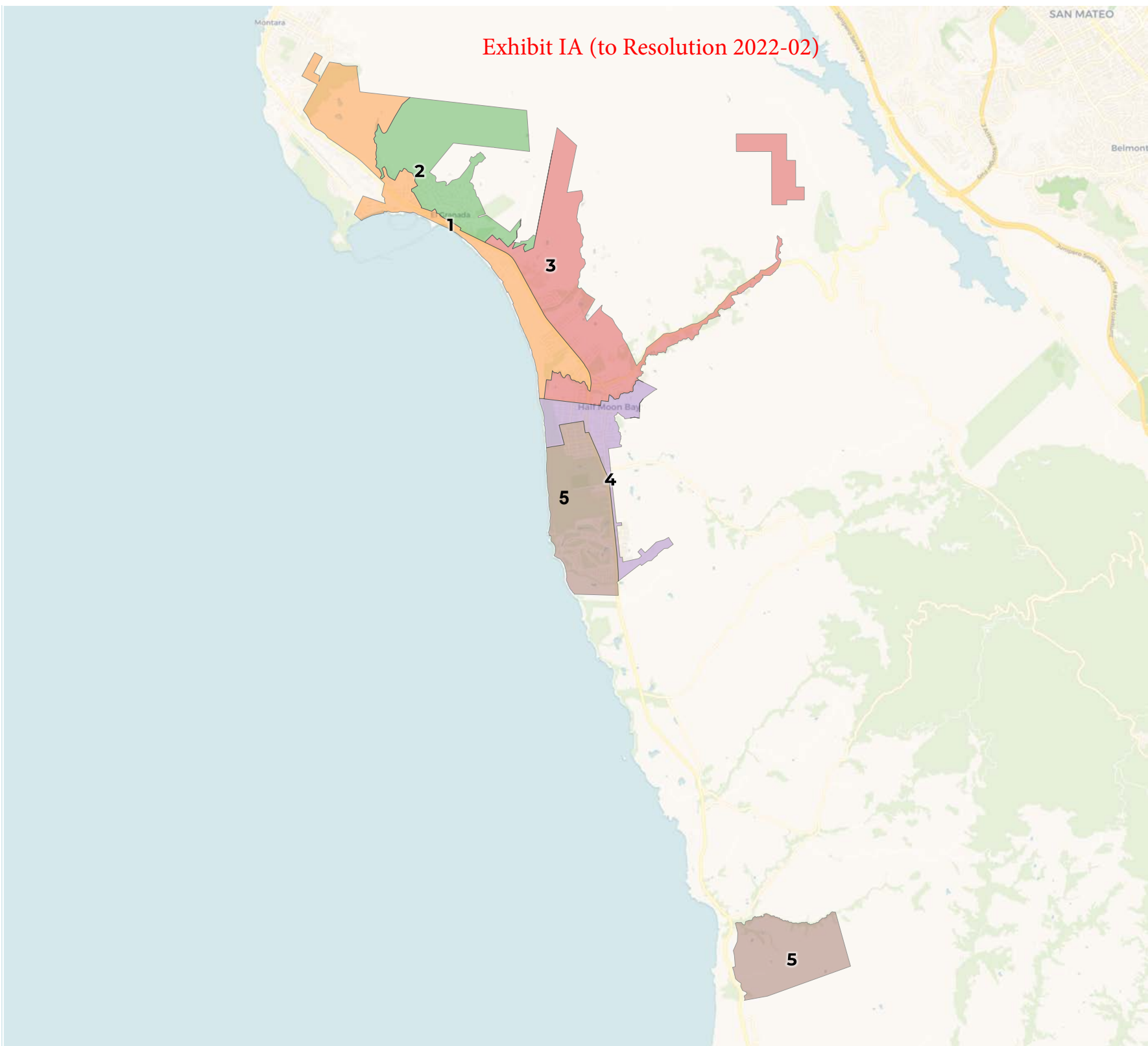
ABSENT:

Robert Feldman, President
Board of Directors

ATTEST:

Mary Rogren, General Manager
Secretary of the District

Exhibit IA (to Resolution 2022-02)



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**REDISTRICTING
PARTNERS**

Coastside County Water District 2022 Redistricting



1



**REDISTRICTING
PARTNERS**

Overview

This presentation will cover a range of topics and expand on the technical aspects of the redistricting process.

- What is Redistricting?
- Traditional Redistricting Principles
- Fair Maps Act 2019
- State and Federal Voting Rights Act
- Census Data
- Draft Maps
- Next Steps

2



What is Redistricting?

Redistricting is the process of adjusting district lines every 10 years after the release of the U.S. Census. The well-known examples are Congress and the state Legislature.

This is important in order to meet two requirements - one constitutional, one from Supreme Court precedent:

- *Equal Representation (14th Amendment)* - how effective any resident can be at advocating for themselves or being represented within a jurisdiction.
- *One Person One Vote* - equal ability to elect a candidate of choice.

3



Traditional Redistricting Principles

Preventing a Districting from Becoming a Gerrymander

There are a number of criteria that have been used nationally and upheld by courts.

- Relatively equal size – people, not citizens
- Contiguous – districts should not hop/jump
- Keep districts compact – appearance/function
- Maintain “*communities of interest*”
- Follow city/county/local government lines

4



Communities of Interest

Bringing like-minded people together for representation

A community of interest includes ethnic and language minorities and other groups.

Communities covered by the Voting Rights Act

- Latinos
- Asians
- African Americans

While race is a community of interest, it cannot be the *predominant factor* in drawing districts.

5



Fair Maps Act (2019)

Preventing a Districting from Becoming a Gerrymander

Starting in 2020, cities and counties doing redistricting have additional criteria they must follow under the California Fair Maps Act. This becomes a “best practice” for all agencies.

- Process/transparency when conducting redistricting
- Not using incumbent or candidate residence as a Community of Interest
- Not drawing districts to advantage a political party

These rules do not currently apply directly to special districts, but redistricting best practices will likely push most agencies to voluntarily adopting them.

6



What is the Voting Rights Act?

The Voting Rights Act is federal law that seeks to remedy racial disenfranchisement. It has two sections impacting redistricting:

Section 2 – Majority Minority Districts

Section 5 – Preclearance (inactive)

The California Voting Rights Act prohibits the use of At Large Election Systems in local government if there is Racially Polarized Voting. *This does not apply to CCWD (already districted).*

7



What is the Voting Rights Act?

The Voting Rights Act Section 2 is enforced when a jurisdiction meets certain preconditions:

- 1) A minority group must be sufficiently large and geographically compact to comprise a majority of the district;
- 2) The minority group must be politically cohesive (it must demonstrate a pattern of voting for the same candidates, also known as “bloc voting”); and,
- 3) A majority of voters vote sufficiently as a bloc usually to defeat the minority group’s preferred candidate.

8



What is the Voting Rights Act?

Determining Section 2 obligation requires legal counsel and sometimes a racially polarized voting analysis.

- Does the minority population qualify under Section 2?
- Is the proposed district a sufficient remedy – is it an “effective” majority minority district?
- Is there a claim for a coalition district?
- *Without Section 2, a community of interest can still be supported but race cannot be a predominant factor in drawing lines.*

9




Census Data

Two different datasets most commonly used in redistricting:

- PL 94-171 - the Decennial Census File
 - Census Block Geography
 - Total Population Counts for April 1, 2020, used to determine the size of each district
 - Required to be released before April 1, 2021, but was delayed until September 20th, with a “legacy” dataset released on Aug. 12th

10

 REDISTRICTING PARTNERS

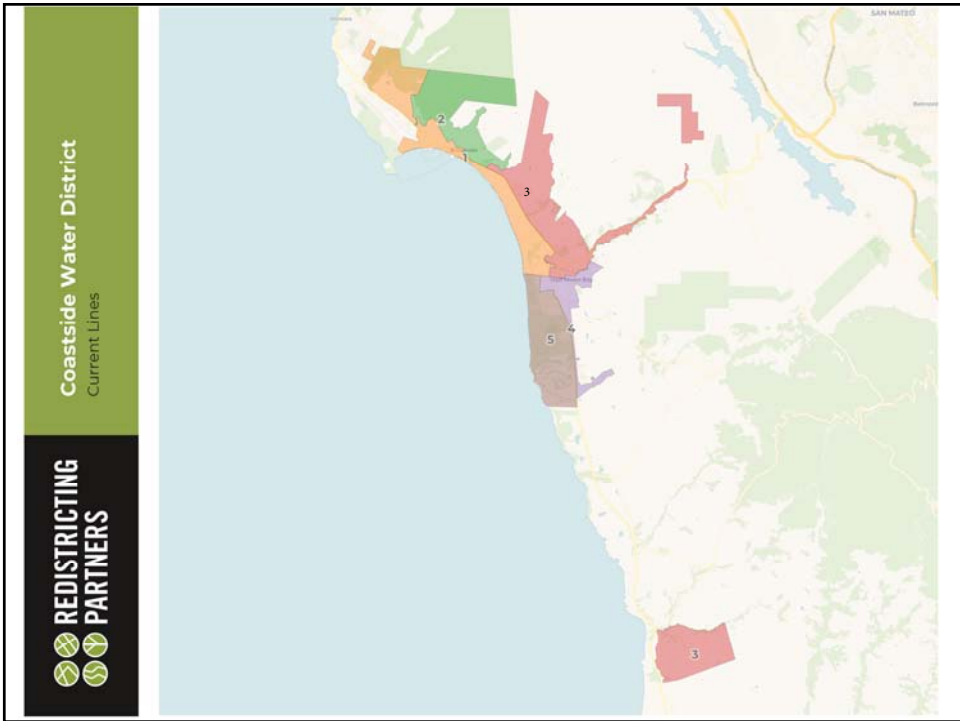
The mechanics of Redistricting

Census Data

Two different datasets most commonly used in redistricting:

- American Community Survey (ACS)
 - Census Block Group and Census Tract or larger geographies
 - Results in estimated data that provides more context to the Census results with demographic and socioeconomic info.
 - Provides Citizen Voting Age Population (CVAP)

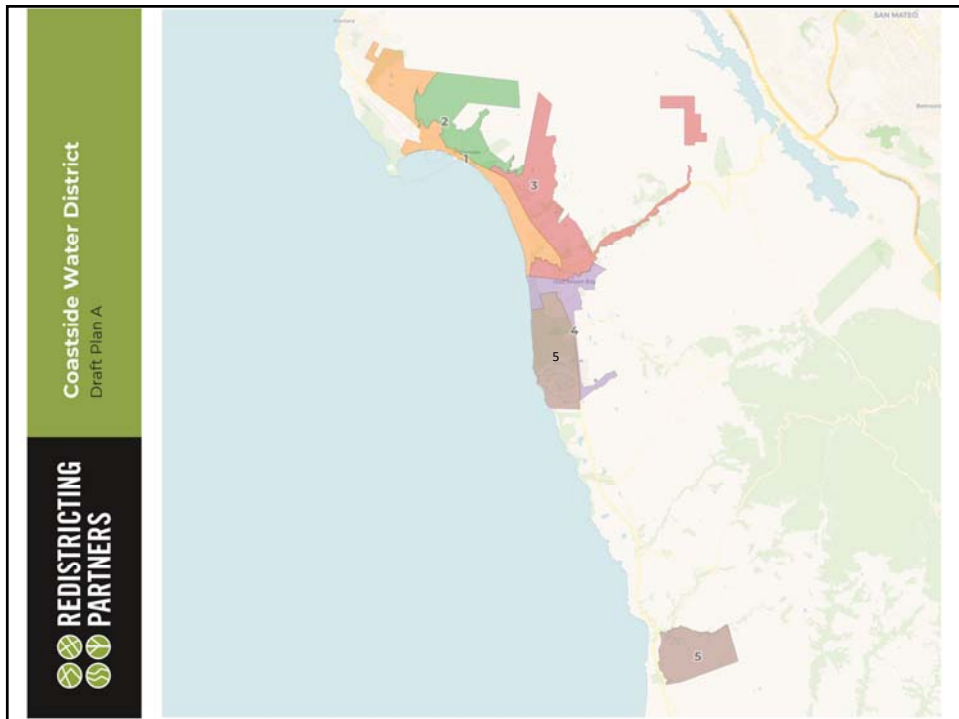
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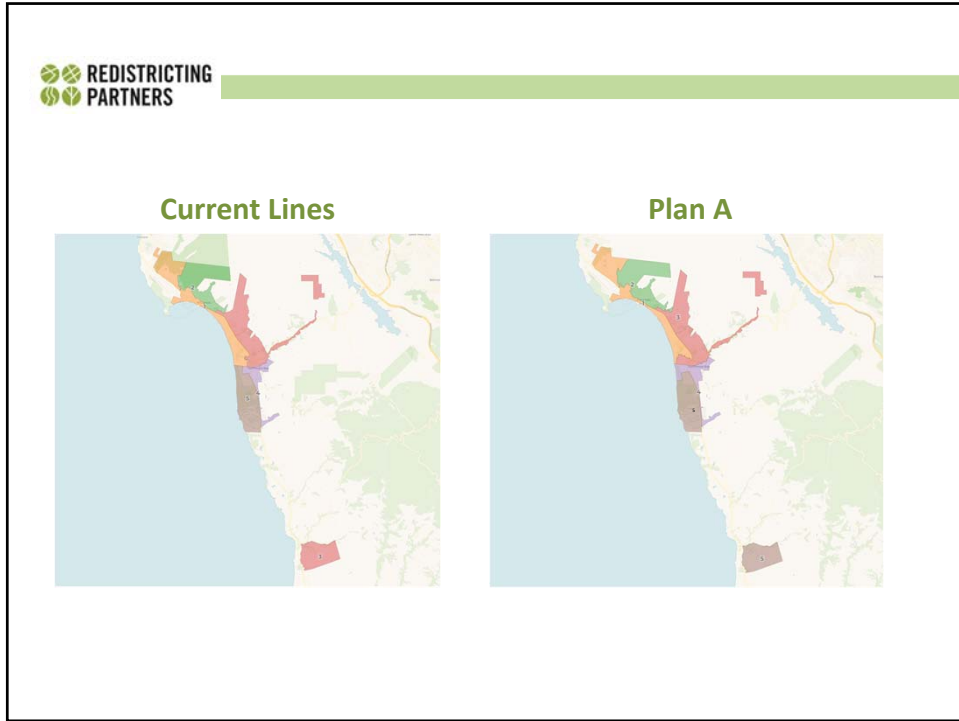
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REDISTRICTING PARTNERS		Coastside Water District Current Lines				
2020 Census						
	1	2	3	4	5	
Population	4,725	3,143	3,320	3,282	3,872	
Deviation	1,057	-525	-348	-386	204	
Deviation %	28.8%	-14.3%	-9.5%	-10.5%	5.6%	
Other	3,257	2,534	1,922	1,642	2,936	
Other %	68.9%			50.0%	75.8%	
Latino	1,247			1,396	672	
Latino %	26.4%	14.0%	36.2%	42.5%	17.4%	
Asian	182	155	177	211	246	
Asian %	3.9%	4.9%	5.3%	6.4%	6.4%	
Black	39	15	20	33	18	
Black %	0.8%	0.5%	0.6%	1.0%	0.5%	
Total Plan Deviation: 43.1%						
Citizen Voting Age Population (CVAP)						
	1	2	3	4	5	
Total CVAP	3,616	2,352	2,531	1,863	3,085	
Other CVAP	2,624	1,855	1,834	1,416	2,729	
Other CVAP %	72.6%	78.8%	72.5%	76.0%	88.5%	
Latino CVAP	775	371	505	300	135	
Latino CVAP %	21.4%	15.8%	20.0%	16.1%	4.4%	
Asian CVAP	196	127	182	146	221	
Asian CVAP %	5.4%	5.4%	7.2%	7.8%	7.2%	
Black CVAP	20	0	9	0	0	
Black CVAP %	0.6%	0.0%	0.4%	0.0%	0.0%	

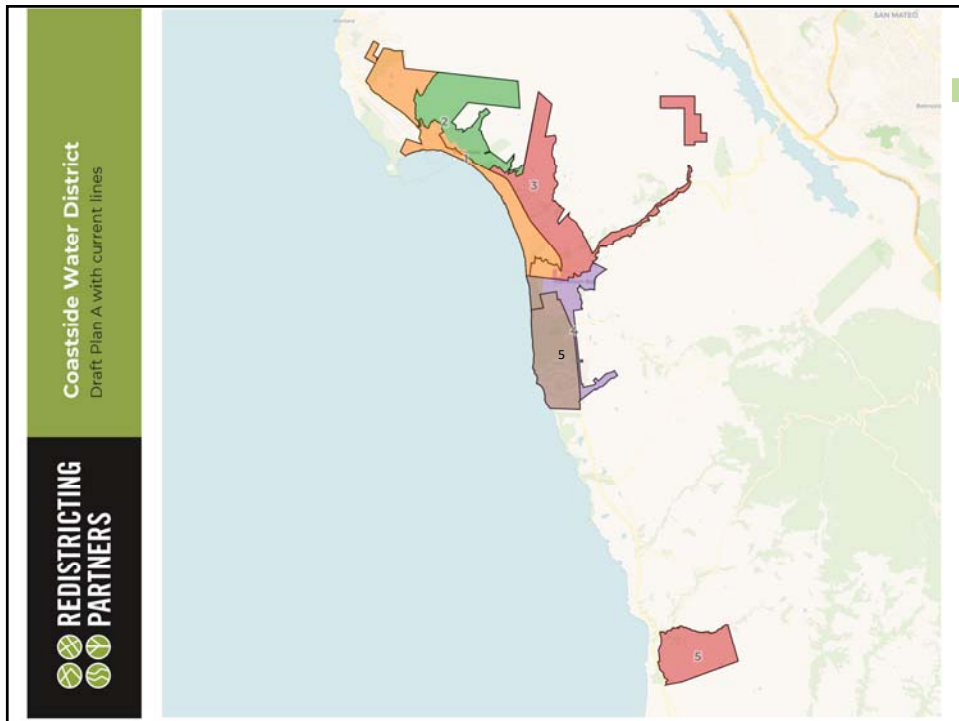
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14



15



16

REDISTRICTING PARTNERS		Coastside Water District Draft Plan A				
2020 Census						
	1	2	3	4	5	
Population	3,779	3,634	3,778	3,594	3,581	
Deviation	106	-39	105	-79	-92	
Deviation %	2.9%	-1.1%	2.9%	-2.2%	-2.5%	
Other	2,744	2,918	2,053	1,898	2,682	
Other %	72.6%			52.8%	74.9%	
Latino	839			1,440	643	
Latino %	22.2%	16.8%	40.0%	40.1%	18.0%	
Asian	168	163	184	221	236	
Asian %	4.4%	4.5%	4.9%	6.1%	6.6%	
Black	28	21	29	35	20	
Black %	0.7%	0.6%	0.8%	1.0%	0.6%	
5.4% total deviation						
Citizen Voting Age Population (CVAP)						
	1	2	3	4	5	
Total CVAP	3,031	2,945	2,973	1,982	3,171	
Other CVAP	2,505	2,585	1,962	1,436	2,681	
Other CVAP %	82.6%	87.8%	66.0%	72.5%	84.5%	
Latino CVAP	335	259	780	327	327	
Latino CVAP %	11.1%	8.8%	26.2%	16.5%	10.3%	
Asian CVAP	157	99	182	197	161	
Asian CVAP %	5.2%	3.4%	6.1%	9.9%	5.1%	
Black CVAP	34	2	49	22	2	
Black CVAP %	1.1%	0.1%	1.6%	1.1%	0.1%	

17

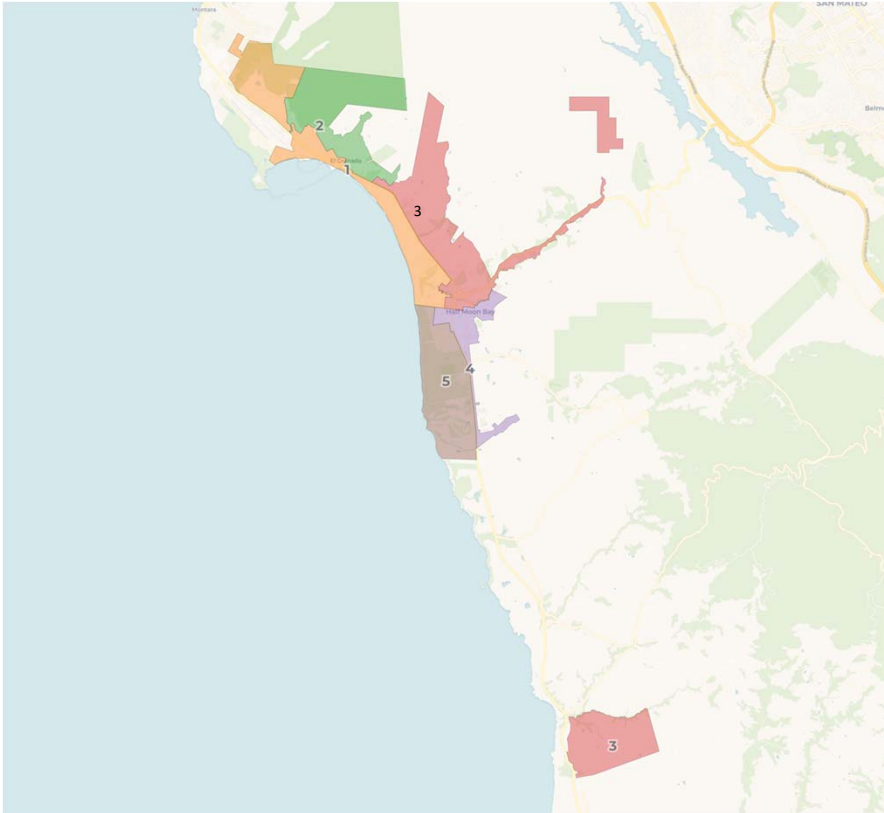
REDISTRICTING PARTNERS	
<h2>Coastside Water District Redistricting Process</h2> <h3>Next Steps</h3> <ul style="list-style-type: none"> • January 25, 2022: Draft Maps Presentation • February 8, 2022: Vote to Adopt Draft Maps • Deadline to adopt: April 17, 2022 	

18

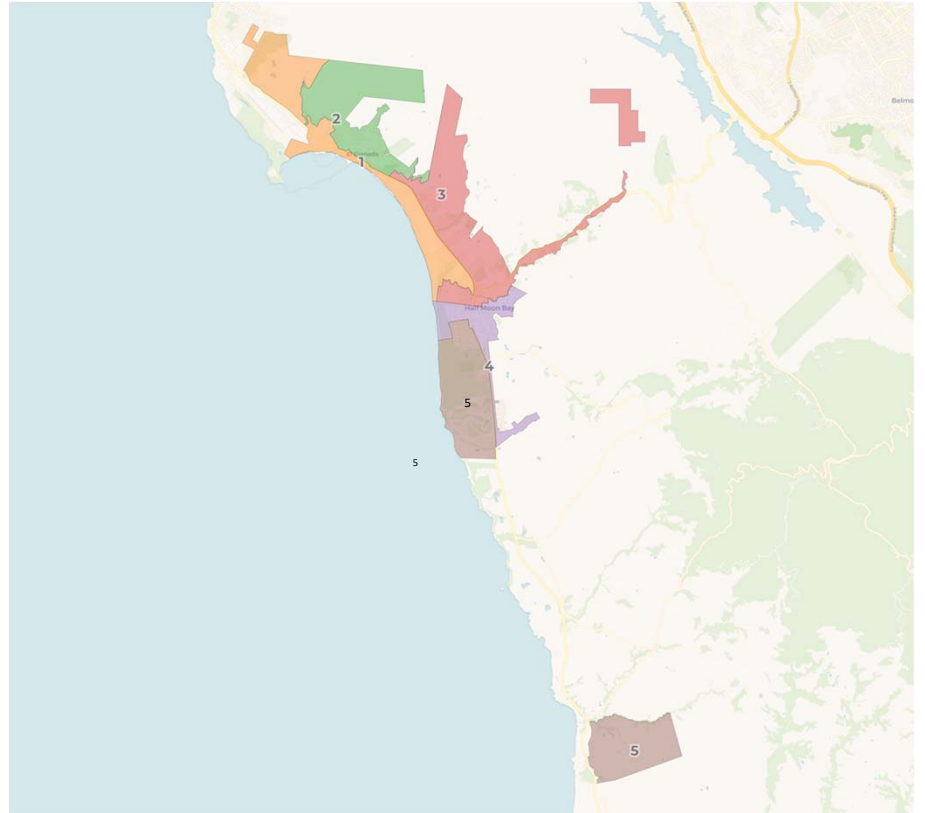


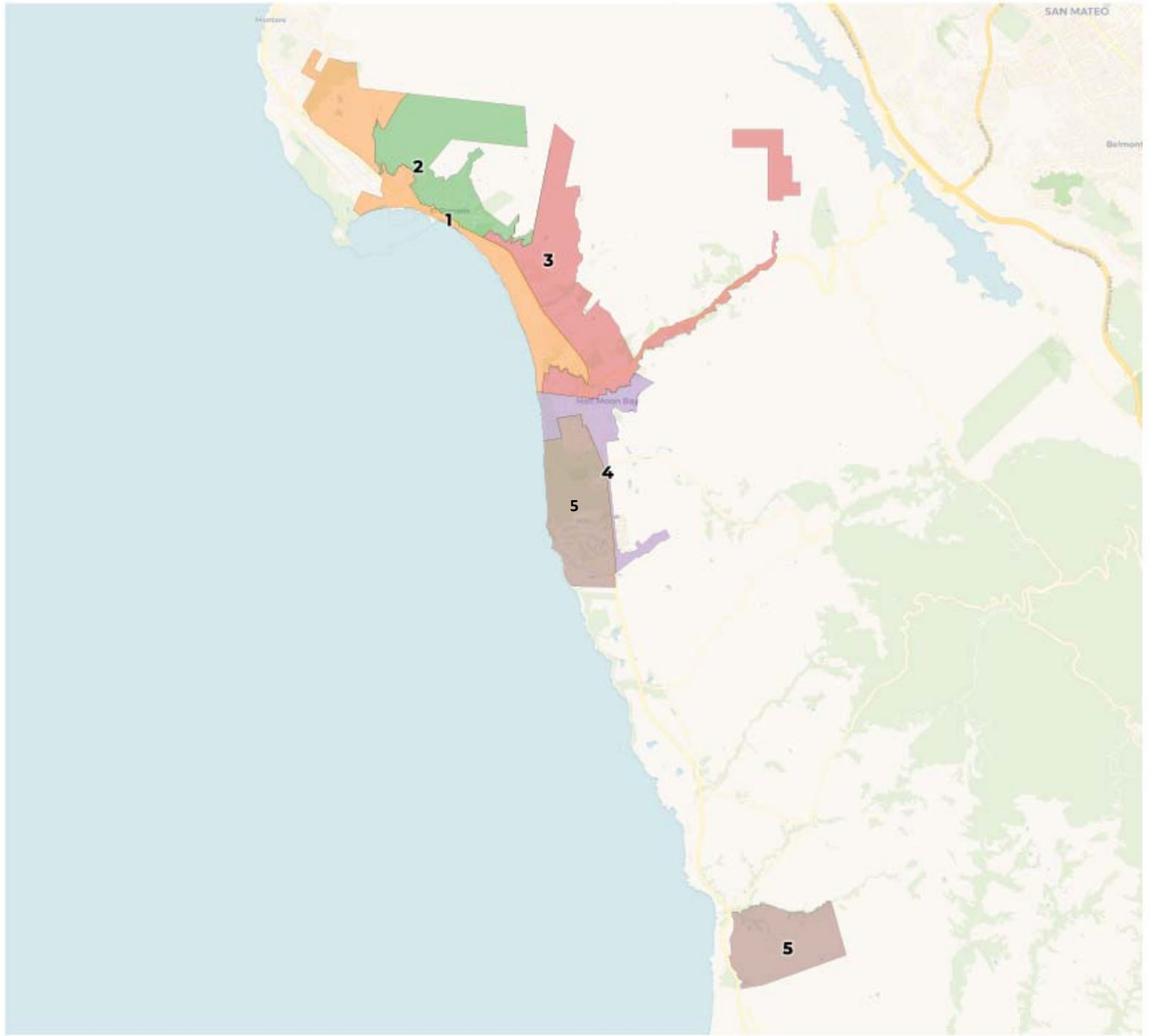
REDISTRICTING PARTNERS

Current Lines

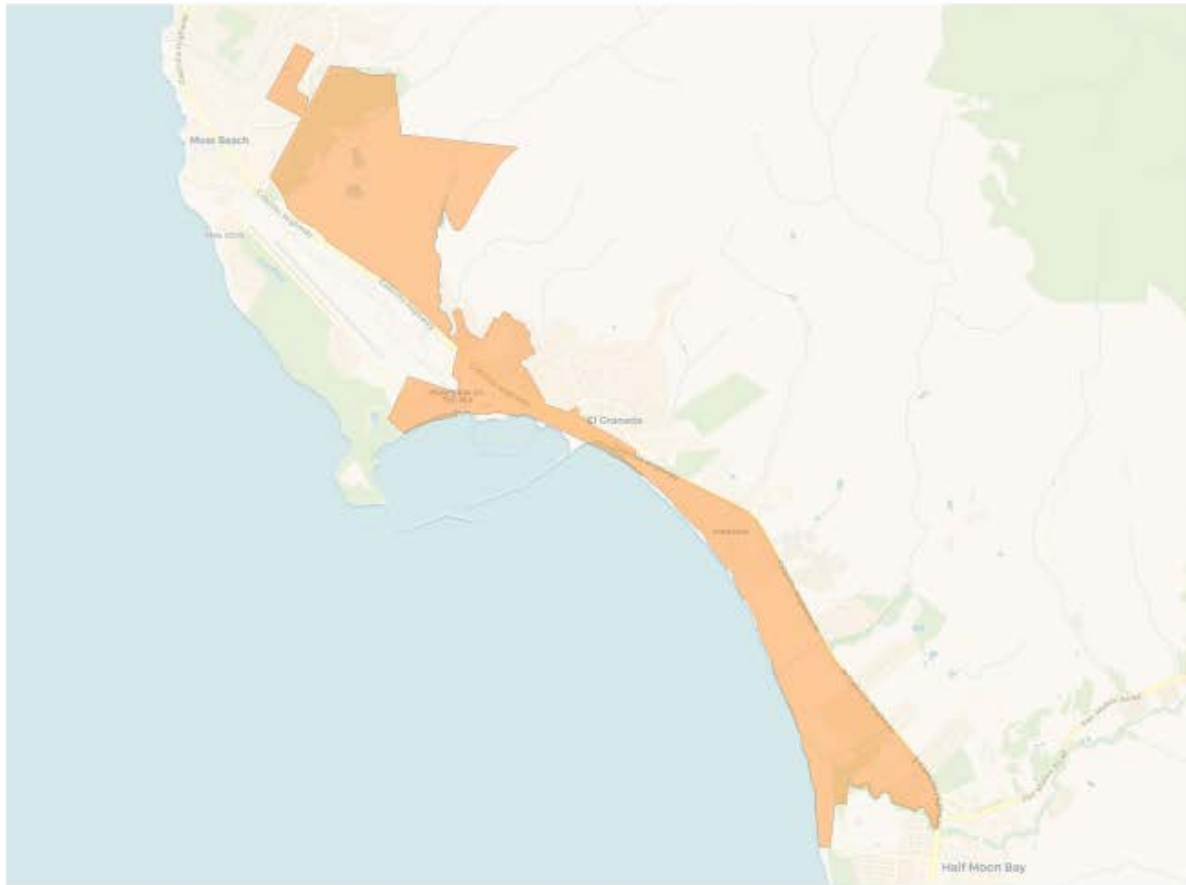


Plan A

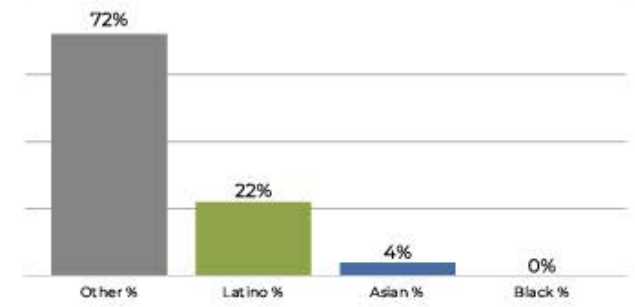




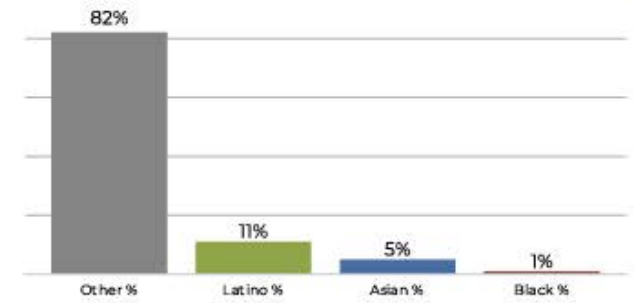
District 1



2020 Census



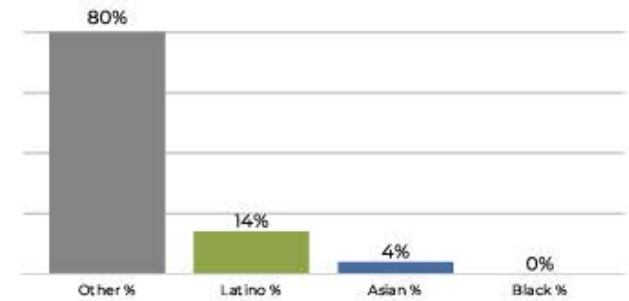
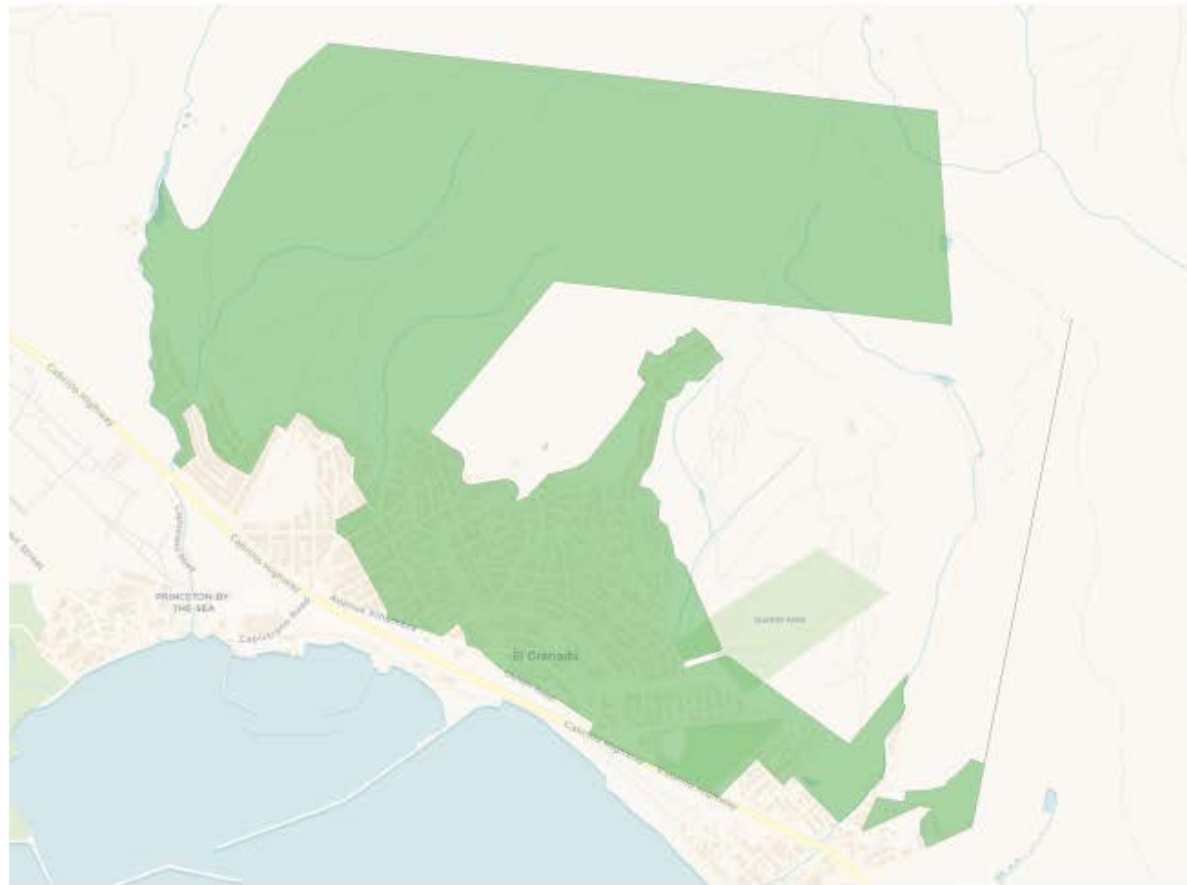
Citizen Voting Age Population



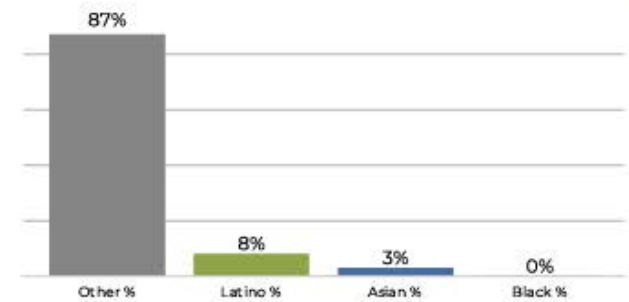
Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
3,779	106	2.9%	2,744	72.6%	839	22.2%	168	4.4%	28	0.7%
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %		
3,031	2,505	82.6%	335	11.1%	157	5.2%	34	1.1%		

District 2

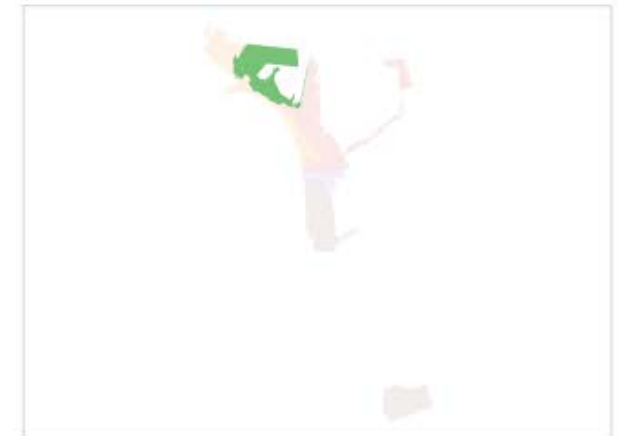
2020 Census



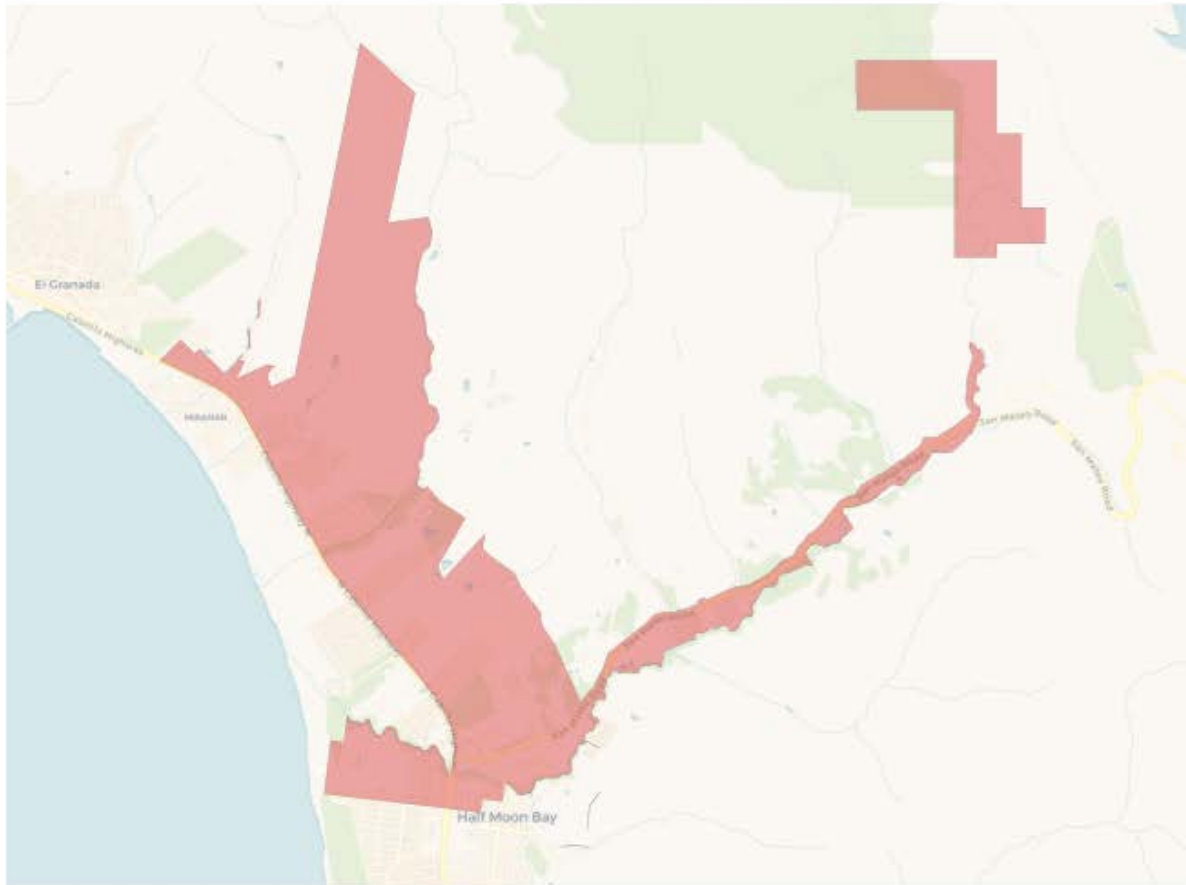
Citizen Voting Age Population



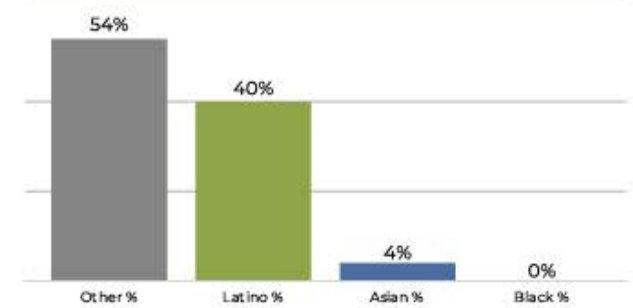
Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
3,634	-39	-1.1%	2,918	80.3%	532	14.6%	163	4.5%	21	0.6%
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %		
2,945	2,585	87.8%	259	8.8%	99	3.4%	2	0.1%		



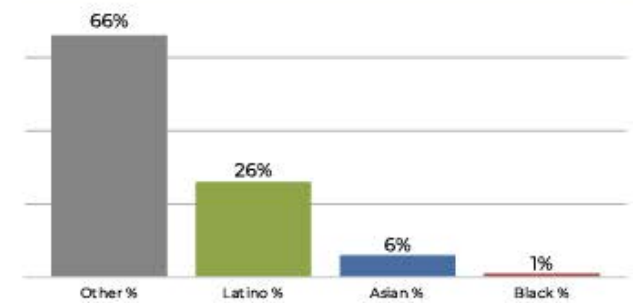
District 3



2020 Census



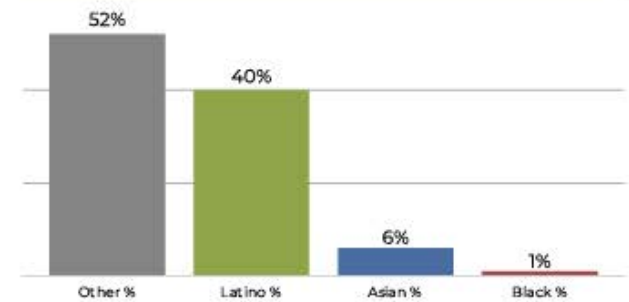
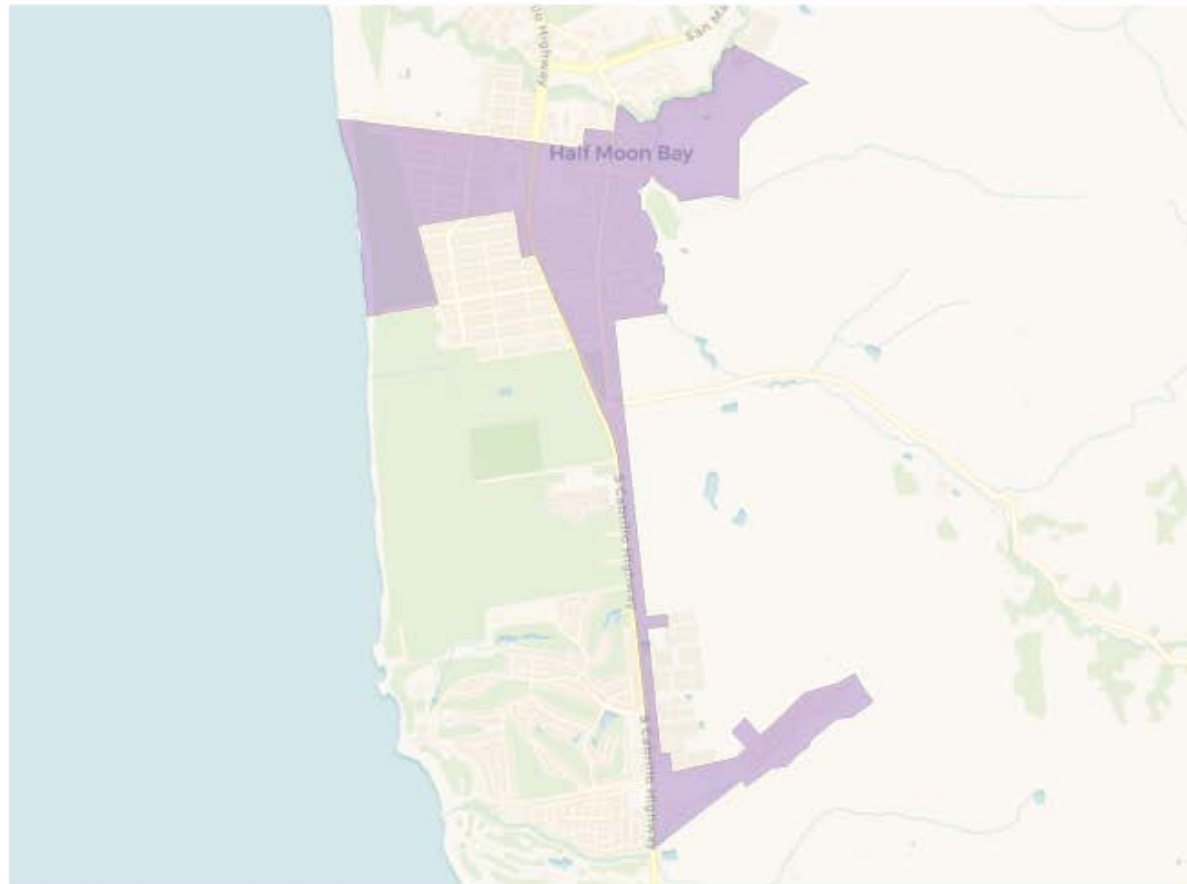
Citizen Voting Age Population



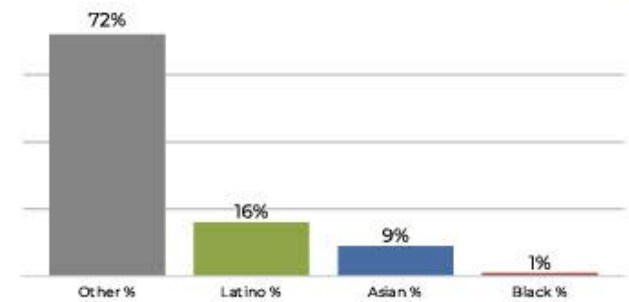
Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
3,778	105	2.9%	2,053	54.3%	1,512	40.0%	184	4.9%	29	0.8%
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %		
2,973	1,962	66.0%	780	26.2%	182	6.1%	49	1.6%		

District 4

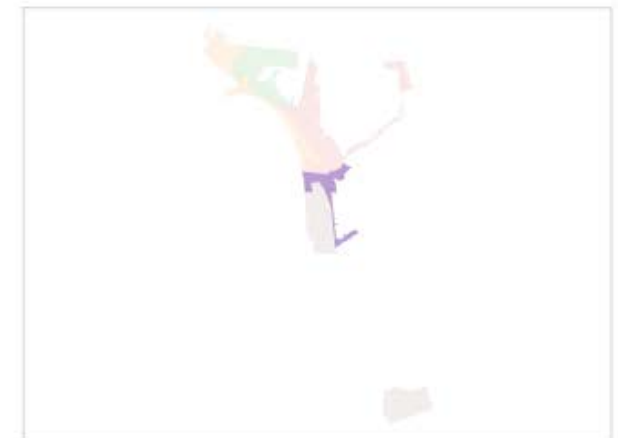
2020 Census



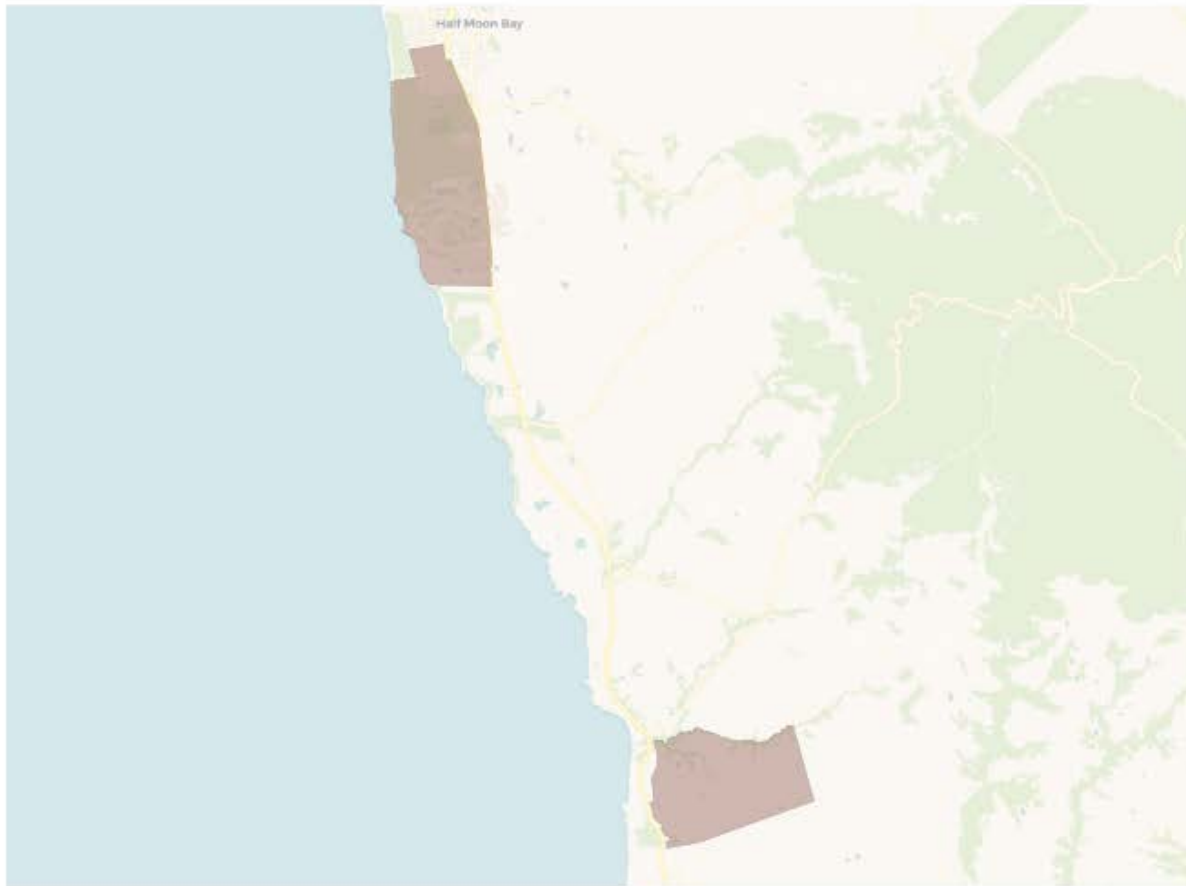
Citizen Voting Age Population



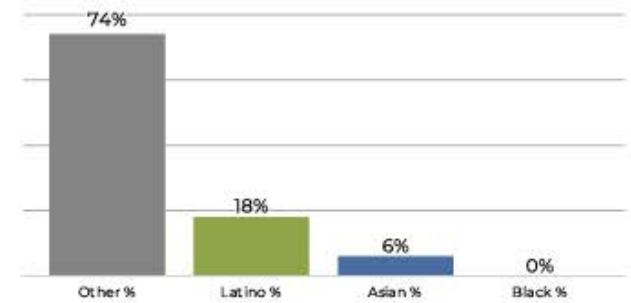
Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
3,594	-79	-2.2%	1,898	52.8%	1,440	40.1%	221	6.1%	35	1.0%
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %		
1,982	1,436	72.5%	327	16.5%	197	9.9%	22	1.1%		



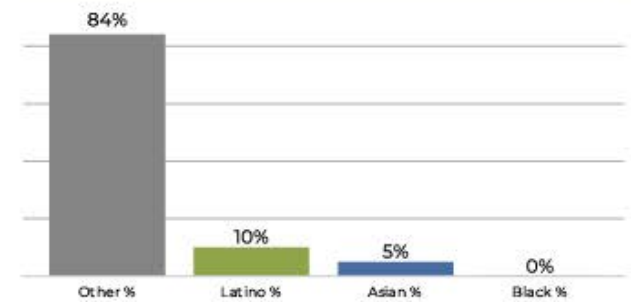
District 5



2020 Census



Citizen Voting Age Population



Population	Deviation	Deviation %	Other	Other %	Latino	Latino %	Asian	Asian %	Black	Black %
3,581	-92	-2.5%	2,682	74.9%	643	18.0%	236	6.6%	20	0.6%
Total CVAP	Other CVAP	Other CVAP %	Latino CVAP	Latino CVAP %	Asian CVAP	Asian CVAP %	Black CVAP	Black CVAP %		
3,171	2,681	84.5%	327	10.3%	161	5.1%	2	0.1%		

**RESOLUTION NO. 2022-02
OF THE BOARD OF DIRECTORS OF
THE COASTSIDE COUNTY WATER DISTRICT**

**APPROVING THE ADJUSTED ZONE-BASED BOUNDARY MAP FOR
ELECTION OF MEMBERS OF THE BOARD OF DIRECTORS BASED ON 2020
CENSUS DATA FOR REDISTRICTING**

This Resolution is adopted in light of the following facts and circumstances, which are found and declared by the Board of Directors (Board) of the Coastside County Water District (District).

WHEREAS, the District is a special district duly organized and operating pursuant to the County Water District Law, California Water Code sections 30000 *et seq.*

WHEREAS, the California Legislature in the County Water District Law provided for the formation, governance, and operation of County Water Districts, and the District was established in 1947 with boundaries including the City of Half Moon Bay and the unincorporated communities of Princeton, Miramar and El Granada.

WHEREAS, the Board currently is comprised of 5 directors who serve 4-year staggered terms and are elected in even-numbered years pursuant to Water Code sections 30500 and 30501, and Elections Code section 10505.

WHEREAS, pursuant to Ordinance No. 2020-01, adopted on February 11, 2020, the District approved the change from at-large to zone-based elections for the election of members of the Board of Directors commencing in November 2020 in furtherance of the California Voting Rights Act, created five (5) zones based on the Blue 2 map, and established the sequence of elections for each of the five zones.

WHEREAS, in November 2020, Board member elections for zones 1, 3, and 4 were held.

WHEREAS, in September 2021, the federal decennial census data was released.

WHEREAS, the District engaged a demographer, Redistricting Partners, to evaluate the federal decennial census data and the District's adopted Blue 2 map, and to draw maps with adjusted boundaries in accordance with California Election Code sections 22000 *et seq.*

WHEREAS, the District held a public hearing on January 25, 2022, on the proposal to adjust the boundaries of the five zones previously created, and Redistricting Partners presented three draft maps with adjusted boundaries that satisfy the legal requirements of equal population among the zones and other accepted demographic principles to comply with both California and Federal law.

WHEREAS, based on input provided at the first public hearing, the District posted the Plan A map on the District's website, and held a second public hearing on February 8, 2022, at which time the Board considered the proposal to adjust the boundaries of the five zones based on the Plan A map, which complies with all Federal, State and local laws and regulations, and will ensure that all in the District may effectively exercise their electoral franchise to elect candidates of their choice in conjunction with the considerations of topography, geography, cohesiveness, contiguity, integrity and compactness of territory, as well as maintaining vital communities of interest.

WHEREAS, the San Mateo County Elections Department will be provided with the information necessary by the District staff, Redistricting Partners, and legal counsel, to ensure that this zone-based election system based on Plan A is implemented for the November 2022 election, and every two years thereafter.

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

1. Pursuant to California Elections Code sections 22000 *et seq.* the District adjusts the boundaries of the five zones for the election of its Board members commencing in November 2022 as shown on the Plan A map, which is attached as Exhibit A and incorporated by this reference.
2. The General Manager is authorized to take all actions necessary to give effect to this Resolution, including, for example, providing information to the County of San Mateo Registration and Elections Division.

This Resolution is adopted at a Regular Meeting of the Board of Directors of the Coastside County Water District held this 8th day of February 2022, by the following vote:

AYES:

NOES:

ABSENT:

Robert Feldman, President
Board of Directors

ATTEST:

Mary Rogren, General Manager
Secretary of the District

**COASTSIDE COUNTY WATER DISTRICT
CLAIMS FOR JANUARY 2022**

CHECKS			
CHECK DATE	CHECK NO.	VENDOR	AMOUNT
01/07/2022	30297	HEALTH BENEFITS ACWA-JPIA	43,509.84
01/07/2022	30298	CALIFORNIA WATER EFFICIENCY PARTNERSHIP	3,292.60
01/07/2022	30299	COMCAST	256.82
01/07/2022	30300	JAMES COZZOLINO, TRUSTEE	200.00
01/07/2022	30301	MATT DAMROSCH	90.00
01/07/2022	30302	HASSETT HARDWARE	1,261.79
01/07/2022	30303	MASS MUTUAL FINANCIAL GROUP	1,829.19
01/07/2022	30304	RAY A MORGAN COMPANY INC.	1,817.66
01/07/2022	30305	REPUBLIC SERVICES	571.76
01/07/2022	30306	ROGUE WEB WORKS, LLC	480.80
01/07/2022	30307	STATE WATER RESOURCES CONTROL BD	32,151.24
01/07/2022	30308	TPX COMMUNICATIONS	2,132.13
01/07/2022	30309	TRIMBLE INC.	1,440.00
01/07/2022	30310	UNITED STATES POSTAL SERV.	800.00
01/07/2022	30311	U.S. BANK GLOBAL CORP TRUST SERVICES	64,623.85
01/07/2022	30312	U.S. BANK GLOBAL CORP TRUST SERVICES	86,100.25
01/07/2022	30313	VALIC	5,080.00
01/07/2022	30314	VERIZON CONNECT INC.	241.04
01/07/2022	30315	US BANK NA	3,021.89
01/14/2022	30316	ASSOC. CALIF. WATER AGENCY	13,511.62
01/14/2022	30317	RECORDER'S OFFICE	50.00
01/14/2022	30318	COUNTY OF SAN MATEO	305.00
01/14/2022	30319	HANSONBRIDGETT. LLP	6,336.50
01/14/2022	30320	HUE & CRY, INC.	774.04
01/14/2022	30321	LISA ERICKSON	750.00
01/14/2022	30322	MERCHANTS BANK OF COMMERCE	22,990.00
01/14/2022	30323	PACIFIC GAS & ELECTRIC CO.	29,890.09
01/14/2022	30324	PACIFIC GAS & ELECTRIC CO.	51.74
01/14/2022	30325	RANGER PIPELINES, INC.	206,910.00
01/14/2022	30326	SAN FRANCISCO WATER DEPT.	66,179.38
01/14/2022	30327	RESCUESTAT , LLC	125.00
01/14/2022	30328	DARIN STURDIVAN	102.96
01/14/2022	30329	TRI COUNTIES BANK	3,873.16
01/21/2022	30330	METER READINGS HOLDING, LLC	650.00
01/21/2022	30331	ADP, INC.	739.20
01/21/2022	30332	ANDREINI BROS. INC.	39,355.72
01/21/2022	30333	AT&T MOBILITY	43.24
01/21/2022	30334	AT&T	428.58
01/21/2022	30335	BADGER METER, INC.	66.00
01/21/2022	30336	BALANCE HYDROLOGICS, INC	8,588.02
01/21/2022	30337	BAY AREA WATER SUPPLY &	8,571.00
01/21/2022	30338	BFI OF CALIFORNIA, INC.	116.70
01/21/2022	30339	CALCON SYSTEMS, INC.	8,753.13
01/21/2022	30340	DANIEL RICHARD CHARLES	750.00
01/21/2022	30341	PETTY CASH	227.50
01/21/2022	30342	CORE & MAIN LP	2,104.95
01/21/2022	30343	DATAPROSE, LLC	7,324.79
01/21/2022	30344	DE LAGE LANDEN FINANCIAL SERVICES, INC.	920.84
01/21/2022	30345	FREYER & LAURETA, INC.	15,625.00
01/21/2022	30346	GRAINGER, INC.	637.19
01/21/2022	30347	GRISWOLD INDUSTRIES	126.88
01/21/2022	30348	HACH CO., INC.	1,439.28
01/21/2022	30349	HMB BLDG. & GARDEN INC.	2,886.71
01/21/2022	30350	IRON MOUNTAIN	2,014.03
01/21/2022	30351	IRVINE CONSULTING SERVICES, INC.	4,559.40
01/21/2022	30352	JOHN'S SALT SERVICE, INC	6,105.30
01/21/2022	30353	LAUNCH! CONSULTING, INC.	11,116.00
01/21/2022	30354	GLENNA LOMBARDI	91.00
01/21/2022	30355	MASS MUTUAL FINANCIAL GROUP	1,829.19
01/21/2022	30356	MONTEREY BAY ANALYTICAL SERVICES, INC.	6,040.00
01/21/2022	30357	MTA PARTS, INC.	224.62
01/21/2022	30358	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA, A MEDICAL CORP.	118.00
01/21/2022	30359	OFFICE DEPOT	418.58

01/21/2022	30360	PACIFICA COMMUNITY TV	600.00
01/21/2022	30361	PAPE MACHINERY EXCHANGE	374.30
01/21/2022	30362	PAULO'S AUTO CARE	268.29
01/21/2022	30363	SAN MATEO CTY PUBLIC HEALTH LAB	1,108.00
01/21/2022	30364	STATE WATER RESOURCES CONTROL BD	323.00
01/21/2022	30365	STATE WATER RESOURCES CONTROL BD	763.00
01/21/2022	30366	STATE WATER RESOURCES CONTROL BD	323.00
01/21/2022	30367	STETSON ENGINEERS, INC.	697.50
01/21/2022	30368	STRAWFLOWER ELECTRONICS	72.08
01/21/2022	30369	TEAMSTERS LOCAL UNION #856	1,432.00
01/21/2022	30370	TYLER TECHNOLOGIES, INC	10,314.75
01/21/2022	30371	UNIVAR SOLUTIONS USA INC.	15,095.69
01/21/2022	30372	VALIC	4,156.00
01/21/2022	30373	WRA, INC.	12,113.25
01/21/2022	30374	WEST VALLEY CONSTRUCTION COMPANY	2,936.67
01/21/2022	30375	CAROL CHOLLET	47.68
01/21/2022	30376	RADEK RAJMAN	61.85
01/21/2022	30377	DANIEL MCDONALD	5.66
01/21/2022	30378	DANIEL MCDONALD	2.23
01/21/2022	30379	KATSIRYNA MININA	28.85
01/21/2022	30380	ROSALEEN HILL	14.30
01/21/2022	30381	WAJIH DJABRI	34.45
01/21/2022	30382	DARREN HART	8,483.00
01/21/2022	30383	WEST VALLEY CONSTRUCTION COMPANY	979.14
01/27/2022	30384	ANALYTICAL ENVIRONMENTAL SERVICES	1,385.75
01/27/2022	30385	ANDREINI BROS. INC.	11,597.79
01/27/2022	30386	AT&T	690.02
01/27/2022	30387	BAY ALARM COMPANY	649.59
01/27/2022	30388	BIG CREEK LUMBER	106.01
01/27/2022	30389	EKI INC.	36,642.58
01/27/2022	30390	HMB BLDG. & GARDEN INC.	91.73
01/27/2022	30391	ACI PAYMENTS, INC.	150.00
01/27/2022	30392	RAY A MORGAN COMPANY INC.	917.66
01/27/2022	30393	JAMES TETER	1,494.00
01/27/2022	30394	UPS STORE	281.00
01/27/2022	30395	VERIZON WIRELESS	2,337.50
01/27/2022	30396	JUAN CARLOS SALAZAR	3,360.00
		SUBTOTAL CLAIMS FOR MONTH	\$852,559.52

WIRE PAYMENTS

01/07/2022	DFT0000391	PUB. EMP. RETIRE SYSTEM	13,765.53
01/21/2022	DFT0000392	PUB. EMP. RETIRE SYSTEM	15,541.89
1/1/2022		BANK AND CREDIT CARD FEES	\$6,653.54
		SUBTOTAL WIRE PAYMENTS FOR MONTH	\$35,960.96

TOTAL CLAIMS FOR THE MONTH \$888,520.48



Monthly Budget Report

Account Summary

For Fiscal: 2021-2022 Period Ending: 01/31/2022

	January Budget	January Activity	Variance Favorable (Unfavorable)	Percent Variance	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Variance	Total Budget	
Revenue										
RevType: 1 - Operating										
1-4120-00	Water Revenue	842,855.00	808,970.61	-33,884.39	-4.02 %	7,923,037.00	7,437,686.42	-485,350.58	-6.13 %	13,387,000.00
	Total RevType: 1 - Operating:	842,855.00	808,970.61	-33,884.39	-4.02 %	7,923,037.00	7,437,686.42	-485,350.58	-6.13 %	13,387,000.00
RevType: 2 - Non-Operating										
1-4170-00	Water Taken From Hydrants	4,333.00	2,109.13	-2,223.87	-51.32 %	30,331.00	35,437.65	5,106.65	16.84 %	52,000.00
1-4180-00	Late Notice - 10% Penalty	5,000.00	0.00	-5,000.00	-100.00 %	20,000.00	0.00	-20,000.00	-100.00 %	50,000.00
1-4230-00	Service Connections	833.00	1,390.67	557.67	66.95 %	5,833.00	8,027.94	2,194.94	37.63 %	10,000.00
1-4920-00	Interest Earned	4,688.00	1,036.16	-3,651.84	-77.90 %	32,813.00	7,246.45	-25,566.55	-77.92 %	56,250.00
1-4930-00	Tax Apportionments/County Checks	0.00	2,565.03	2,565.03	0.00 %	450,000.00	529,128.33	79,128.33	17.58 %	780,000.00
1-4950-00	Miscellaneous Income	0.00	0.00	0.00	0.00 %	3,500.00	19,253.29	15,753.29	450.09 %	7,000.00
1-4955-00	Cell Site Lease Income	15,300.00	13,072.51	-2,227.49	-14.56 %	107,100.00	109,570.63	2,470.63	2.31 %	184,000.00
1-4965-00	ERAF Refund - County Taxes	225,000.00	316,417.03	91,417.03	40.63 %	400,000.00	676,163.84	276,163.84	69.04 %	400,000.00
	Total RevType: 2 - Non-Operating:	255,154.00	336,590.53	81,436.53	31.92 %	1,049,577.00	1,384,828.13	335,251.13	31.94 %	1,539,250.00
	Total Revenue:	1,098,009.00	1,145,561.14	47,552.14	4.33 %	8,972,614.00	8,822,514.55	-150,099.45	-1.67 %	14,926,250.00
Expense										
ExpType: 1 - Operating										
1-5130-00	Water Purchased	48,819.00	34,710.38	14,108.62	28.90 %	1,781,446.00	1,422,262.45	359,183.55	20.16 %	2,321,721.00
1-5230-00	Nunes T P Pump Expense	3,100.00	3,118.74	-18.74	-0.60 %	26,200.00	26,412.52	-212.52	-0.81 %	44,800.00
1-5231-00	CSP Pump Station Pump Expense	6,000.00	11,130.85	-5,130.85	-85.51 %	246,000.00	229,413.60	16,586.40	6.74 %	342,000.00
1-5232-00	Other Trans. & Dist Pump Expense	1,500.00	1,746.01	-246.01	-16.40 %	15,000.00	12,323.36	2,676.64	17.84 %	23,000.00
1-5233-00	Pilarcitos Canyon Pump Expense	7,500.00	9,640.87	-2,140.87	-28.54 %	18,800.00	19,178.41	-378.41	-2.01 %	36,000.00
1-5234-00	Denniston T P Pump Expense	9,500.00	11,107.49	-1,607.49	-16.92 %	23,500.00	29,489.70	-5,989.70	-25.49 %	64,000.00
1-5242-00	CSP Pump Station Operations	1,000.00	621.89	378.11	37.81 %	10,100.00	3,520.21	6,579.79	65.15 %	17,000.00
1-5243-00	CSP Pump Station Maintenance	3,000.00	1,863.29	1,136.71	37.89 %	22,200.00	14,530.14	7,669.86	34.55 %	38,000.00
1-5246-00	Nunes T P Operations - General	7,500.00	4,167.53	3,332.47	44.43 %	54,000.00	38,135.68	15,864.32	29.38 %	92,500.00
1-5247-00	Nunes T P Maintenance	10,700.00	1,576.65	9,123.35	85.26 %	74,900.00	32,086.80	42,813.20	57.16 %	128,400.00
1-5248-00	Denniston T P Operations-General	5,000.00	11,720.47	-6,720.47	-134.41 %	29,000.00	16,298.43	12,701.57	43.80 %	56,500.00
1-5249-00	Denniston T.P. Maintenance	8,000.00	5,338.42	2,661.58	33.27 %	98,600.00	123,308.87	-24,708.87	-25.06 %	135,600.00
1-5250-00	Laboratory Expenses	5,500.00	5,901.00	-401.00	-7.29 %	41,250.00	27,722.92	13,527.08	32.79 %	77,000.00
1-5260-00	Maintenance - General	25,000.00	20,707.76	4,292.24	17.17 %	195,000.00	257,060.92	-62,060.92	-31.83 %	358,000.00
1-5261-00	Maintenance - Well Fields	1,000.00	2,290.76	-1,290.76	-129.08 %	16,800.00	81,156.88	-64,356.88	-383.08 %	30,800.00
1-5263-00	Uniforms	0.00	0.00	0.00	0.00 %	9,300.00	12,063.26	-2,763.26	-29.71 %	10,300.00
1-5318-00	Studies/Surveys/Consulting	8,000.00	6,116.00	1,884.00	23.55 %	65,000.00	116,428.30	-51,428.30	-79.12 %	154,000.00
1-5321-00	Water Resources	2,200.00	0.00	2,200.00	100.00 %	15,700.00	2,465.00	13,235.00	84.30 %	26,700.00

Monthly Budget Report

For Fiscal: 2021-2022 Period Ending: 01/31/2022

		January Budget	January Activity	Variance Favorable (Unfavorable)	Percent Variance	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Percent Variance	Total Budget
1-5322-00	Community Outreach	1,000.00	600.00	400.00	40.00 %	32,000.00	27,405.48	4,594.52	14.36 %	60,000.00
1-5325-00	Water Shortage Program	0.00	0.00	0.00	0.00 %	0.00	5,022.68	-5,022.68	0.00 %	0.00
1-5381-00	Legal	8,333.00	6,532.00	1,801.00	21.61 %	58,331.00	65,134.00	-6,803.00	-11.66 %	100,000.00
1-5382-00	Engineering	5,650.00	21,681.24	-16,031.24	-283.74 %	39,550.00	52,683.69	-13,133.69	-33.21 %	67,800.00
1-5383-00	Financial Services	2,000.00	0.00	2,000.00	100.00 %	14,000.00	10,564.00	3,436.00	24.54 %	22,600.00
1-5384-00	Computer Services	18,500.00	12,394.00	6,106.00	33.01 %	124,800.00	113,605.93	11,194.07	8.97 %	217,300.00
1-5410-00	Salaries/Wages-Administration	98,450.00	77,140.01	21,309.99	21.65 %	689,150.00	582,252.94	106,897.06	15.51 %	1,181,400.00
1-5411-00	Salaries & Wages - Field	145,000.00	132,407.04	12,592.96	8.68 %	966,000.00	914,831.33	51,168.67	5.30 %	1,666,000.00
1-5420-00	Payroll Tax Expense	18,400.00	18,118.66	281.34	1.53 %	114,700.00	104,091.54	10,608.46	9.25 %	206,700.00
1-5435-00	Employee Medical Insurance	46,350.00	39,083.09	7,266.91	15.68 %	310,350.00	286,079.78	24,270.22	7.82 %	542,100.00
1-5436-00	Retiree Medical Insurance	5,600.00	4,125.26	1,474.74	26.33 %	35,600.00	31,796.23	3,803.77	10.68 %	63,900.00
1-5440-00	Employees Retirement Plan	43,500.00	41,059.51	2,440.49	5.61 %	301,100.00	319,222.78	-18,122.78	-6.02 %	518,600.00
1-5445-00	Supplemental Retirement 401a	0.00	0.00	0.00	0.00 %	0.00	0.00	0.00	0.00 %	35,000.00
1-5510-00	Motor Vehicle Expense	6,425.00	5,814.89	610.11	9.50 %	44,975.00	40,813.72	4,161.28	9.25 %	77,100.00
1-5620-00	Office & Billing Expenses	25,000.00	45,917.43	-20,917.43	-83.67 %	195,000.00	209,564.65	-14,564.65	-7.47 %	328,500.00
1-5625-00	Meetings / Training / Seminars	2,750.00	455.99	2,294.01	83.42 %	19,250.00	6,122.95	13,127.05	68.19 %	33,000.00
1-5630-00	Insurance	13,700.00	13,535.70	164.30	1.20 %	94,700.00	82,367.33	12,332.67	13.02 %	163,300.00
1-5687-00	Membership, Dues, Subscript.	7,350.00	9,014.16	-1,664.16	-22.64 %	50,650.00	65,980.24	-15,330.24	-30.27 %	87,400.00
1-5689-00	Labor Relations	500.00	0.00	500.00	100.00 %	3,500.00	0.00	3,500.00	100.00 %	6,000.00
1-5700-00	San Mateo County Fees	0.00	305.00	-305.00	0.00 %	19,400.00	8,509.60	10,890.40	56.14 %	25,700.00
1-5705-00	State Fees	14,000.00	17,484.62	-3,484.62	-24.89 %	34,000.00	35,823.41	-1,823.41	-5.36 %	37,500.00
	Total ExpType: 1 - Operating:	615,827.00	577,426.71	38,400.29	6.24 %	5,889,852.00	5,425,729.73	464,122.27	7.88 %	9,396,221.00
	ExpType: 4 - Capital Related									
1-5715-00	Debt Service/CIEDB 11-099	64,780.00	64,623.85	156.15	0.24 %	335,825.00	335,668.71	156.29	0.05 %	335,825.00
1-5716-00	Debt Service/CIEDB 2016	86,100.00	86,100.25	-0.25	0.00 %	322,895.00	322,894.97	0.03	0.00 %	322,895.00
1-5717-00	Chase Bank - 2018 Loan	0.00	0.00	0.00	0.00 %	376,657.00	376,657.43	-0.43	0.00 %	435,168.00
	Total ExpType: 4 - Capital Related:	150,880.00	150,724.10	155.90	0.10 %	1,035,377.00	1,035,221.11	155.89	0.02 %	1,093,888.00
	Total Expense:	766,707.00	728,150.81	38,556.19	5.03 %	6,925,229.00	6,460,950.84	464,278.16	6.70 %	10,490,109.00
	Report Total:	331,302.00	417,410.33	86,108.33		2,047,385.00	2,361,563.71	314,178.71		4,436,141.00

**COASTSIDE COUNTY WATER DISTRICT
MONTHLY INVESTMENT REPORT
January 31, 2022**

<u>RESERVE BALANCES</u>	Current Year as of 01/31/2022	Prior Year as of 01/31/2021
CAPITAL AND OPERATING RESERVE	\$10,585,837.03	\$8,956,432.18
RATE STABILIZATION RESERVE	\$250,000.00	\$250,000.00
TOTAL DISTRICT RESERVES	\$10,835,837.03	\$9,206,432.18

ACCOUNT DETAIL

ACCOUNTS WITH TRI COUNTIES BANK		
CHECKING ACCOUNT	\$5,490,822.70	\$3,797,484.51
CSP T & S ACCOUNT	\$48,113.34	\$136,644.61
MONEY MARKET GEN. FUND (Opened 7/20/17)	\$19,450.34	\$19,448.36
LOCAL AGENCY INVESTMENT FUND (LAIF) BALANCE	\$5,276,650.65	\$5,252,054.70
DISTRICT CASH ON HAND	\$800.00	\$800.00
TOTAL ACCOUNT BALANCES	\$10,835,837.03	\$9,206,432.18

This report is in conformity with CCWD's Investment Policy.

COASTSIDE COUNTY WATER DISTRICT
 CAPITAL IMPROVEMENT PROJECTS - STATUS REPORT
 FISCAL YEAR 2021/2022

1/31/2022

* Approved June 2020

Status	Approved* CIP Budget FY21/22	To Date FY21/22	Projected Year-End FY21/22	Variance vs. Budget	% Completed	Project Status/ Comments
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Equipment Purchases & Replacement

06-03	SCADA/Telemetry/Electrical Controls Replacement	ongoing	\$ 50,000	\$ 4,035	\$ 50,000	\$ -	8%	Solar upgrades in process (partially covered by grant)
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Facilities & Maintenance

09-09	Fire Hydrant Replacement	ongoing	\$ 140,000		\$ 140,000	\$ -	0%	
99-01	Meter Change Program	ongoing	\$ 20,000		\$ 20,000	\$ -	0%	

Pipeline Projects

14-27/20-08	Grandview Pipeline Replacement Project	in design	\$ 1,650,000	\$ 25,622	\$ 1,650,000	\$ -	0%	Spring-Summer 2022 construction
						\$ -		

Pump Stations / Tanks / Wells

08-14	Alves Tank Rehabilitation/Replacement Design	TBD	\$ 300,000			\$ 300,000	n/a	Not planned for FY2021/22
08-16	Cahill Tank Rehabilitation	TBD	\$ 125,000			\$ 125,000	n/a	Delayed to FY2022/23
20-16	Denniston Tank Rehabilitation	TBD	\$ 125,000			\$ 125,000	n/a	Delayed to FY2022/23
19-05	Tanks - THM Control	Ongoing	\$ 50,000	\$ 6,155	\$ 50,000	\$ -	0%	

Water Supply Development

14-25	Denniston/San Vicente Water Supply Development	ongoing	\$ 300,000	\$ 72,494	\$ 200,000	\$ 100,000	n/a	
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Water Treatment Plants

20-14	Nunes Water Treatment Plant Improvement Project	Construction	\$ 2,900,000	\$ 2,123,541	\$ 3,500,000	\$ (600,000)	18%	Construction started August 2021
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UNSCHEDULED/NEW CIP ITEMS FOR CURRENT FISCAL YEAR 2021/2022

NN-00	Unscheduled CIP		\$ 100,000		\$ 100,000	\$ -	0%	
22-01	Miramontes Point Road Water Main Replacement	in design		78,592	150,000	\$ (150,000)		
66-3001	Green Slope Climber	Completed		105,216	105,216	\$ (105,216)	100%	
14-29	Purissima Way Water Main Replacement	construction		23,583	125,000	\$ (125,000)		planned in future CIP
21-12	Nunes Fuel Tank Replacement	in process		7,729	185,000	\$ (185,000)		covered by Cal OES grant

NEW FY2020/2021 CIP TOTAL \$ 5,760,000 \$ 2,446,967 \$ 6,275,216 \$ (515,216)

FY2019/2020 CIP Carryover Projects

20-07	District Office Improvements	in process	\$ 120,000	\$ 153,129	\$ 153,129	\$ (33,129)	60%	
14-01	Highway 92 - Replacement of Welded Steel Line-Phase 1	open	\$ 700,000	11,527		\$ 700,000	0%	Summer 2022
66-3001	Valve truck	Completed	\$ 75,361	\$ 75,361	\$ 75,361	\$ -	100%	Valve truck - Delivered in July 2021 - \$225K total price
22-05	Planning Software	open	\$ 60,000		\$ 60,000	\$ -	0%	Approved at August 2021 BOD meeting
13-02	Pipeline Replacement Under Creek at Pilarcitos Ave (Strawflower)	in process	\$ 700,000	\$ 50,315	\$ 700,000	\$ -	D-100%	CDP approved 12.2021; Bid documents in process for Spring 2022 construction

COASTSIDE COUNTY WATER DISTRICT
 CAPITAL IMPROVEMENT PROJECTS - STATUS REPORT
 FISCAL YEAR 2021/2022

1/31/2022

* Approved June 2020

		Status	Approved* CIP Budget FY21/22	To Date FY21/22	Projected Year-End FY21/22	Variance vs. Budget	% Completed	Project Status/ Comments
14-01	Highway 92 - Replacement of Welded Steel Line-Design	Open	\$ 100,000	\$ 18,140	\$ 18,140	\$ 81,860	100%	for engineering design only
21-07	Carter Hill Tank Improvement Project	In design	\$ 580,000	\$ 131,269	\$ 580,000	\$ -	n/a	Design in process - will continue into Fiscal Year 2021/22
21-08	ESRI-Cityworks Implementation	Completed		\$ 25,000	\$ 17,000	\$ (17,000)	100%	

FY2020/2021 CARRYOVER PROJECTS	\$ 2,335,361	\$ 464,742	\$ 1,603,630	\$ 731,731				
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Green = approved by the Board/in process

TOTAL - FY 2021/2022 CIP + PRIOR YEAR CARRYOVER	\$ 8,095,361	\$ 2,911,709	\$ 7,878,846	\$ 216,515				
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**Legal Cost Tracking Report
12 Months At-A-Glance**

**Acct. No.5681
Patrick Miyaki - HansonBridgett, LLP
Legal**

Month	Admin (General Legal Fees)	Water Supply Develpmnt	Recycled Water	Transfer Program	CIP	LABOR & EMPLOYMENT	Election (CVRA)	Litigation	Infrastructure Project Review (Reimbursable)	TOTAL
Jan-21	12,336			592		1,628				14,556
Feb-21	7,733			589	355					8,677
Mar-21	17,385			180	1,662	407				19,633
Apr-21	11,122			1,609	1,319					14,050
May-21	10,870			709		407				11,986
Jun-21	7,659			752	588					8,999
Jul-21	3,323									3,323
Aug-21	4,701			442		2,901				8,043
Sep-21	10,969				814					11,783
Oct-21	18,804									18,804
Nov-21	9,818			943	1,739					12,500
Dec-22	5,582			755						6,337
TOTAL	120,301	0	0	6,569	6,477	5,343	0	0	0	138,689

**Engineer Cost Tracking Report
12 Months At-A-Glance**

**Acct. No. 5682
JAMES TETER
Engineer**

Month	Admin & Retainer	CIP	Studies & Projects	TOTAL	Reimbursable from Projects
Feb-21	480		2,028	2,508	2,028
Mar-21	480		3,380	3,860	3,380
Apr-21	480			480	
May-21	480		169	649	169
Jun-21	480		1,352	1,832	1,352
Jul-21	480	896	3,042	4,418	3,042
Aug-21	480			480	3,042
Sep-21	480			480	
Oct-21	480			480	
Nov-21	987			987	
Dec-21	480		3,211	3,691	3,211
Jan-22	480	507	507	1,494	507
TOTAL	6,267	1,403	13,689	21,359	16,731

Calcon T&M Projects Tracking

1/31/2022

Project No.	Name	Status	Proposal Date	Approved Date	Project Budget	Project Actual thru 6/30/21	Project Billings FY2021-2022
Closed Projects:							
CAL-13-01	EG Tank 2 Recoating Project	Closed	9/30/13	10/8/13	\$8,220.00	\$ 8,837.50	
CAL-13-02	Nunes Control System Upgrades	Closed	9/30/13	10/8/13	\$46,141.00	\$ 55,363.60	
CAL-13-03	Win 911 and PLC Software	Closed	9/30/13	10/8/13	\$9,717.00	\$ 12,231.74	
CAL-13-04	Crystal Springs Surge Tank Retrofit	Closed	11/26/13	11/27/13	\$31,912.21	\$ 66,572.54	
CAL-13-06	Nunes Legacy Backwash System Removal	Closed	11/25/13	11/26/13	\$6,516.75	\$ 6,455.00	
CAL-13-07	Denniston Backwash FTW Valves	Closed	11/26/13	11/27/13	\$6,914.21	\$ 9,518.28	
CAL-14-01	Denniston Wash Water Return Retrofit	Closed	1/28/14	2/14/14	\$13,607.00	\$ 13,591.60	
CAL-14-02	Denniston Clarifier SCADA Data	Closed	4/2/14	4/7/14	\$4,125.00	\$ 4,077.50	
CAL-14-03	Nunes Surface Scatter Turbidimeter	Closed	4/2/14	4/7/14	\$2,009.50	\$ -	
CAL-14-04	Phase I Control System Upgrade	Closed	4/2/14	4/7/14	\$75,905.56	\$ 44,459.14	
CAL-14-06	Miramar Control Panel	Closed	8/28/14	8/28/14	\$37,953.00	\$ 27,980.71	
CAL-14-08	SFWater Flow & Data Logger/Cahill Tank	Closed	8/20/2014	8/20/2014	\$1,370.00	\$ 1,372.00	
CAL-15-01	Main Street Monitors	Closed				\$ 6,779.42	
CAL-15-02	Denniston To Do List	Closed				\$ 2,930.00	
CAL-15-03	Nunes & Denniston Turbidity Meters	Closed			\$6,612.50	\$ 12,536.12	
CAL-15-04	Phase II Control System Upgrade	Closed	6/23/2015	8/1/2015	\$195,000.00	\$ 202,227.50	
CAL-15-05	Permanganate Water Flow	Closed				\$ 1,567.15	
CAL-16-04	Radio Network	Closed	12/9/2016	1/10/2017	\$126,246.11	\$ 139,200.68	
CAL-16-05	EI Granada Tank No. 3 Recoating	Closed	12/16/2016		\$6,904.50	\$ 6,845.00	
CAL-17-03	Nunes Valve Control	Closed	6/29/2017	7/1/2017	\$73,281.80	\$ 79,034.35	
CAL-17-04	Denniston Booster Pump Station	Closed	7/27/2017	8/8/2017	\$21,643.75	\$ 29,760.00	
CAL-17-05	Crystal Springs Pump Station #3 Soft Start	Closed	7/27/2017	8/8/2017	\$12,213.53	\$ 12,178.13	
CAL-18-04	Tank Levels Calibration Special	Closed	3/5/2018	3/5/2018	\$8,388.75	\$ 10,700.00	
CAL-18-05	Pilarcitos Stream Flow Gauge -Well 1 120 Service Power	Closed	3/22/2018	3/22/2018	\$3,558.13	\$ 3,997.40	
CAL-17-06	Nunes Flocculator & Rapid Mix VFD Panels	Closed	12/6/2017	12/12/2017	\$29,250.75	\$ 30,695.66	
CAL-17-01	Crystal Springs Leak Valve Control	Closed	2/8/2017	2/14/2017	\$8,701.29	\$ 18,055.88	
CAL-17-02	Crystal Springs Requirements & Addtl Controls	Closed	2/8/2017	2/14/2017	\$38,839.50	\$ 41,172.06	
CAL-18-02	Nunes Plant HMI V2	Closed	11/12/2018		\$10,913.14	\$ 9,434.90	
CAL-18-03	CSP Breakers & Handles		3/7/2018	3/7/2018	\$25,471.47	\$ 49,837.52	
CAL-18-06	Nunes VFD Project		9/6/2018	9/6/2018	\$2,381.51	\$ 895.50	
CAL-19-01	CSP Cla-Val Power Checks		2/4/2019	2/4/2019	\$15,067.91	\$ 40,475.94	
CAL-19-02	CSP Wet Well		4/1/2019	4/1/2019	\$12,960.24	\$ 12,853.20	
CAL-19-03	Pilarcitos Flow Meter Project		4/1/2019	4/1/2019	\$14,493.75	\$ 17,616.84	
CAL-19-04	CSP Main Breaker					\$ -	
	SCADA Systems		10/15/2019	10/15/2019	\$104,000.00	\$ 114,250.00	
	Spare 350/500 Pumps					\$ 3,327.09	
	CSP Main Breaker					\$ 5,220.00	
Closed Projects - Subtotal (pre FY2019-2021)					\$960,319.86	\$1,102,049.95	
FY 2021-2022 Open Projects:							
	Crystal Springs Solar System Backup			12/20/2021	\$18,739.00	\$ 1,890.00	
	Nunes Tank Radio Solar Backup			12/20/2021	\$19,927.00	\$ 2,145.00	
Open Projects - Subtotal					\$38,666.00	\$0.00	\$4,035.00
Other: Maintenance							
	Tanks					\$ 24,807.00	
	Crystal Springs Maintenance					\$ 3,529.94	
	Nunes Maintenance					\$ 48,781.46	
	Denniston Maintenance					\$ 42,389.33	
	Distribution System					\$ 60,282.43	
	Wells						
	Cellular Telemetry					\$ 3,551.65	
Subtotal Maintenance						\$ 183,341.81	
FINAL TOTAL FY 2021/2022							\$187,376.81

EKI Environment & Water
Engineering Services Billed Through January 31, 2022

	Contract Date	Not to Exceed Budget	Status	FY 2018-2019	FY 2019-2020	FY2020-2021	FY2021-2022
CIP Project Management							
Fiscal Year 2018-2019	10.19.2018	\$ 25,000.00	Complete				
Fiscal Year 2018-2019	1.14.2019	\$ 40,000.00	Complete				
Fiscal Year 2018-2019	3.12.2019	\$ 75,000.00	Complete				
Fiscal Year 2019-2020	7.29.2019	\$ 180,000.00	Open	\$ 123,410.00	\$ 104,108.97	\$ 1,138.80	
Pipeline Projects (Ferdinand) - T2		\$ 2,000.00		\$ 18,220.42	\$ 13,476.55		
Tank Seismic Projects - T3				\$ 16,676.92	\$ 19,249.53		
Hydraulic Modeling - T4				\$ (4,385.04)	\$ 20,570.20		
Fiscal Year 2020-2021	8.13.2020	\$ 100,000.00				\$ 67,075.84	\$ 25,523.68
Fiscal Year 2021-2022 - Non-Complex Main line Extension Services	10.15.2021	\$ 25,000.00					\$ 1,716.00
Fiscal Year 2021-2022 - Drought Relief Grant Application	12.2021						\$ 17,850.04
Sub Total - CIP Project Management Services		\$ 447,000.00		\$ 163,452.66	\$ 157,405.25	\$ 68,214.64	\$ 45,089.72

Highway 1 South Pipeline Replacement Project	16-02	9.20.2018	\$ 25,000.00	Complete	\$ 17,680.45			
Ferdinand Avenue Pipeline Replacement Design	14-31	2.12.2019	\$ 29,000.00	Complete	\$ 27,824.37	\$ 1,169.10		
Casa Del Mar Main Replacement (Phase 1) and Grand Boulevard Pipeline/PRV Loop Design	14-32	2.12.2019	\$ 28,500.00	Complete	\$ 27,297.34	\$ 1,195.22		
Denniston Culvert Replacement and Paving Project Design	18-13	7.1.2019	\$ 16,400.00	Complete	\$ 804.96	\$ 21,296.34		
Denniston Culvert Replacement-Engineering Services during Construction	18-13	7.8.2020	\$ 48,800.00	Complete			\$ 47,647.17	
Construction Inspection Services for Ferdinand Avenue Water Main Replacement Project	14-31	7.1.2019	\$ 32,300.00	Complete		\$ 32,300.00		
Pine Willow Oak Water Main Replacement Project	18-01	7.29.2019	\$ 69,700.00	Complete		\$ 49,906.63	\$ 4,991.74	
Grandview Water Main Replacement Project (Design, Bid Support, construction support)	14-27	7.29.2019	\$ 56,100.00	Open		\$ 42,095.19	\$ 5,144.36	
Grandview Crossing at Hwy 1		2.9.2021	\$ 156,500.00	Open			\$ 73,285.99	\$ 25,130.11
Pilarcitos Creek Crossing Water Main Replacement Preliminary Design	13-02	8.27.2019	\$ 104,600.00	Complete		\$ 95,332.59	\$ 1,226.50	
Pilarcitos Creek Crossing Water Main Replacement Design	13-02	7.14.2020	\$ 82,900.00	Open			\$ 39,343.06	\$ 15,030.72
Grandview/Silver/Terrace/Spindrift Under Hwy 1 PreDesign	20-08	10.15.2019	\$ 59,600.00	Complete		\$ 18,217.30	\$ 40,597.27	
Highway 92 Potable Water Pipeline Replacement Project Design	14-01	7.2.2021	\$ 24,800.00	Open				\$ 18,139.94
Miramontes Point Road Water Main Replacement	22-01	7.14.2021	\$ 116,800.00	Open				\$ 73,591.72
Purisima Way Water Main Replacement	14-29	10.18.2021	\$ 20,400.00	Open				\$ 18,531.81
Total - All Services			\$ 1,318,400.00		\$ 237,059.78	\$ 418,917.62	\$ 280,450.73	\$ 195,514.02

COASTSIDE COUNTY WATER DISTRICT

766 MAIN STREET

HALF MOON BAY, CA 94019

MINUTES OF THE REGULAR MEETING OF THE BOARD OF DIRECTORS

Tuesday, January 11, 2022

Due to the Covid-19 pandemic, and in accordance with Assembly Bill 361, which modifies California Government Code Section 54953, the Boardroom was not open to the public for the January 11, 2022, Regular Meeting of the Board of Directors of the Coastside County Water District. The Regular Meeting was conducted remotely via teleconference.

The Public was able to participate in the public meeting by joining the meeting through the Zoom Video Conference link provided. The public was also able to join the meeting by calling a provided teleconference phone number.

- 1) **ROLL CALL** -President Bob Feldman called the meeting to order at 7:00 p.m. Participating in roll call via Zoom Video Conference: Directors Ken Coverdell, Chris Mickelsen, Glenn Reynolds and Vice-President Muller.

Also present: Mary Rogren, General Manager, Patrick Miyaki, Legal Counsel; James Derbin, Superintendent of Operations; Cathleen Brennan, Water Resource Analyst; Gina Brazil, Office Manager, and Nancy Trujillo, Accounting Manager.

Sanjay Gaur and Nancy Phan of Raftelis Financial Consultants LLC

Chris Brown of Fedak & Brown LLP

- 2) **PLEDGE OF ALLEGIANCE**

- 3) **PUBLIC COMMENT**

Director Coverdell commented on his discussions with Cameron Jeffs, a local developer, regarding a water main extension project. Director Coverdell said that members of the public are encouraged to come to the public meeting and to speak with the Board. Mr. Miyaki said that these comments fall within the Directors Comments portion of the agenda.

- 4) **PUBLIC HEARING**

A) Public Hearing to Consider Proposed Amendment of the Rate and Fee Schedule to Add Water Shortage Contingency Stage Rates Consistent with the 2020 Water Shortage Contingency Plan and San Francisco Public Utilities Commission (SFPUC) Pass-through Wholesale Water Shortage Rates or Surcharges;

Consideration of Resolution 2022-01 Amending the Rate and Fee Schedule and Finding that the Amendments are Exempt from the California Environmental Quality Act.

Ms. Rogren introduced the topic by providing a timeline and steps taken to get to the public hearing. On June 8, 2021, the Board approved the District's 2020 Water Shortage Contingency Plan. In the Summer of 2021, Staff engaged Raftelis Financial Consultants LLC. (Raftelis) to model Water Shortage Contingency (WSC) Stage Rates based upon the August 3, 2020 Water Financial Plan and Rate Update Report and the May 15, 2018 Cost of Service and Rate Study in order to meet the requirements of Proposition 218. At the Regular Board meeting on September 14, 2021, Raftelis conducted a workshop with the Board to review the rate modeling. The final report "Water Shortage Contingency Rate Study" was presented to the Board at the November 9, 2021 Regular Board Meeting, and the Board scheduled the public hearing for January 11, 2022 and authorized staff to issue the public notice. On November 24, the Notice of Public Hearing and Proposed Amendment to the District's Rate and Fee Schedule was mailed to property owners and customers.

Ms. Rogren then welcomed Mr. Sanjay Gaur and Ms. Nancy Phan from Raftelis who presented an overview of Water Shortage Contingency (WSC) Stage Rates. Mr. Gaur explained that WSC Stage Rates are designed to recover lost revenue due to a reduction in water usage and differences in water purchase costs during a water shortage situation. The WSC Stage Rates are surcharges tied to the specific six stages of a water shortage situation as describe in the District's 2020 Water Shortage Contingency Plan. Although the WSC Stage Rates would be added to the District's Rate and Fee Schedule, additional actions would be required in order to implement the WSC Stage Rates including: 1) the Board of Directors must declare a Water Shortage Contingency Stage; 2) the Board must take further action to implement the WSC Stage Rates; and 3) a written notice must be mailed to all customers at least 30 days prior to implementing the WSC Stage Rates. Mr. Gaur and Ms. Phan also described the SFPUC Pass-through Wholesale Water Shortage Rates or Surcharges.

Open Public Hearing: At 7:32 President Feldman opened the public hearing and asked for comments.

Public Comments:

Mr. Rupi Singh: Asked questions about the Ritz Carlton as a customer and about water use restrictions and other means to conserve water.

Ms. Rogren responded to the questions and said that given the severity of the water shortage situation, the District may consider enacting an ordinance that includes penalties for excessive water use. In addition, an ordinance could also include other restrictions such as limiting irrigation.

President Feldman shared that the District has also implemented tools such as WaterSmart which enables the District to contact customers who may have leaks or who are using excessive amounts of water. President Feldman said the WSC Stage

Rates are designed to be equitable across all users. President Feldman also noted that the WSC Stage Rates are not automatic but are a contingency plan and a fallback plan. The rates do not go into effect until the water shortage situation requires it.

Ms. Sandra Clausen: Asked questions about the average household use and if capital improvement projects are being considered that could serve to increase the amount of local water sources that can be utilized in a drought. She said that she disagreed with the previous speaker about the impact particularly for seniors living on fixed incomes.

Ms. Rogren responded that 7 units is an example of average use and that the WSC Stage Rates are only on the commodity charges. There would be no changes to the meter charges. President Feldman added that the District recently conducted a strategic planning session to identify and prioritize local source opportunities, including prioritizing refurbishments of existing wells.

There were no further public comments. Mr. Miyaki noted for the record that the District received 11 protest letters in advance of the hearing, and each of the Board members received copies of all of the letters.

Close Public Hearing: Director Feldman closed the public hearing at 7:48 PM.

Board Comments: Discussion ensued. Director Muller noted that the Board has been diligent in setting the stage to be prepared for the unexpected. Director Reynolds added that the Board has spent many months in evaluating these WSC Stage Rates and believes them to be equitable, transparent and fair. Director Mickelsen added that these WSC Stage Rates are a contingency plan that he hopes never to implement but may be required given a State or SFPUC action.

B) Board Action

ON MOTION BY Director Reynolds and seconded by Vice-President Muller, the Board voted by roll call vote to adopt Resolution 2022-01 amending the Rate and Fee Schedule to add Water Shortage Contingency Stage Rates and San Francisco Public Utilities Commission (SFPUC) Pass-Through Wholesale Water Shortage Rates or Surcharges and finding that the Amendment is exempt from the California Environmental Quality Act.

Director Coverdell	Aye
Director Mickelsen	Aye
Director Reynolds	Aye
Vice-President Muller	Aye
President Feldman	Aye

5) **CONSENT CALENDAR**

- A. Approval of disbursements for the month ending December 31, 2021:
Claims: \$711,149.21; Payroll: \$184,967.18 for a total of \$896,116.39
- B. Acceptance of Financial Reports
- C. Approval of Minutes of December 13, 2021, Special Board of Directors Meeting
- D. Approval of Minutes of December 14, 2021, Regular Board of Directors Meeting
- E. Installed Water Connection Capacity and Water Meters Report
- F. Total CCWD Production Report
- G. CCWD Monthly Sales by Category Report-December 2021
- H. Monthly Planned Plant or Tank Discharge and New Water Line Flushing Report
- I. Monthly Rainfall Reports
- J. Water Service Connection Transfer Report for December 2021

Director Mickelsen stated he had reviewed the monthly financial claims and found all to be in order.

Director Coverdell commented that Item E under General Business (Consider and Reaffirm Resolution 2021-06 "Making Findings Pursuant to Assembly Bill 361 That the Proclaimed State of Emergency Continues to Impact the Ability to Meet Safely in Person") should be included at the beginning of the agenda before the Consent Calendar given that it is an approval to continue meeting via zoom. The General Manager will consult with the District Counsel to modify the agenda in the future.

ON MOTION BY Director Mickelsen and seconded by Director Reynolds, the Board voted by roll call vote to approve the Consent Calendar:

Director Coverdell	Aye
Director Mickelsen	Aye
Director Reynolds	Aye
Vice-President Muller	Aye
President Feldman	Aye

6) **MEETINGS ATTENDED/DIRECTOR COMMENTS**

Director Coverdell reported that there was significant snow in the Sierras given the December storms.

7) **GENERAL BUSINESS**

- A. **Coastside County Water District Basic Financial Statements and Independent Auditor's Report for the Fiscal Year Ended June 30, 2021. Accept Audit Report**

Ms. Rogren introduced Chris Brown, Partner with Fedak & Brown LLP, the District's Independent Auditor. Mr. Brown gave a presentation, detailing the

audit standards including assessing the District’s internal controls, agreeing with balances to support documentation and to perform analysis of key relationships. He reported the results, an unmodified “clean” opinion with regards to the financial position of the District in all material respects. Mr. Brown reported that based on the findings of their audit, no material weaknesses within the District’s internal control structure were identified. He also summarized the communication to the governing board and reviewed the financial highlights in terms of assets, liabilities, and the District’s net position, and answered a few questions from the Board.

ON MOTION BY Vice-President Muller and seconded by Director Reynolds, the Board voted by roll call vote to approve the Financial Statements and Independent Auditor’s Report for the Fiscal Year Ended June 30, 2021:

Director Coverdell	Aye
Director Mickelsen	Aye
Director Reynolds	Aye
Vice-President Muller	Aye
President Feldman	Aye

B. Water Shortage Advisory and Public Outreach Update

Ms. Brennan provided a summary of the water shortage and public outreach activities. As of January 1, 2022, the SFPUC implemented water allocations, also known as water budgets, for their wholesale customers. The District was given a budget of 342 MG for calendar year 2022 that is seasonally distributed in a monthly budget by SFPUC. On January 4, 2022, the State Water Resources Control Board adopted emergency drought regulations which include prohibitions such as prohibiting incidental runoff and irrigation within 48 hours after measurable rainfall. Ms. Brennan noted that although there have been improvements in drought conditions across California and in our local watersheds given the significant precipitation in the recent months, severe drought conditions continue to exist.

C. Review District Board Committees. Consider and Approve Appointments of Board Members to the Coastside County Water District Board Committees, and Appointment of District Representatives to External Organizations and Associations

President Feldman recommended that the Board Committee and external organization assignments remain the same as the 2021 assignments. In addition, the Recycled Water Committee will be renamed the “Water Reuse” Committee.

ON MOTION BY Vice President Muller and seconded by Director Reynolds, the Board voted by roll call vote to approve Appointments of Board Members to the Coastside County Water District Board Committees, and Appointment of District Representatives to External Organizations and Associations:

Director Coverdell	Aye
Director Mickelsen	Aye
Director Reynolds	Aye
Vice-President Muller	Aye
President Feldman	Aye

D. Appointment of CCWD Board Member Representative Alternate(s) to Participate in San Mateo Local Agency Formation Commission (LAFCO) Election of Officers

President Feldman reminded the Board that this is an annual exercise where the District designates each of the other members of the Board as an alternate to participate in LAFCO's election of officers if the Board President is not available.

ON MOTION BY Vice-President Muller and seconded by Director Reynolds, the Board voted by roll call vote to approve the Appointment of CCWD Board Member Representative Alternate(s) by name: Vice-President Muller, and Directors Coverdell, Mickelsen, and Reynolds to Participate in San Mateo Local Agency Formation Commission (LAFCO) Election of Officers:

Director Coverdell	Aye
Director Mickelsen	Aye
Director Reynolds	Aye
Vice-President Muller	Aye
President Feldman	Aye

E. Consider and Reaffirm Resolution 2021-06 "Making Findings Pursuant to Assembly Bill 361 That the Proclaimed State of Emergency Continues to Impact the Ability to Meet Safely in Person"

Ms. Rogren summarized Governor Newsom's Executive Order dated back on March 4, 2020, that declared a State of Emergency to exist in California because of the threat of COVID 19. The Executive Order N-29-20 suspended certain provisions of the Ralph M. Brown Act relating to teleconferencing to allow legislative bodies to conduct meetings remotely to help protect the spread of COVID-19 and to protect the health and safety of the public. On June 11, 2021, the

Governor issued Executive Order N-08-21 which specified that Executive Order N-29-20 remain in effect through September 30, 2021.

On September 16, 2021, the Governor signed Assembly Bill (AB361) into law to allow legislative bodies to continue to meet remotely during a proclaimed State of Emergency after September 30, 2021. On October 8, 2021, the Board adopted Resolution 2021-06. Per AB361, the Board will need to consider and reaffirm the findings of Resolution 2021-06 monthly proclaiming that the State of Emergency continues to impact the ability of members to meet safely in person, and state or local officials continue to impose or recommend measures to promote social distancing.

ON MOTION BY Director Coverdell and seconded by Vice-President Muller, the Board voted by roll call vote to Reaffirm Resolution 2021-06 “Making Findings Pursuant to Assembly Bill 361 That the Proclaimed State of Emergency Continues to Impact the Ability to Meet Safely in Person”:

Director Coverdell	Aye
Director Mickelsen	Aye
Director Reynolds	Aye
Vice-President Muller	Aye
President Feldman	Aye

F. Consider Resolution 2022-02 Amending the General Regulations Regarding Water Service To Address Property Owner/Landlord Responsibility for Water Bill After Tenant Default

This item was tabled to a future meeting for further discussion.

G. Quarterly Financial Review

Ms. Rogren referenced the Period Budget Analysis and summarized the year-to-date revenue and expenses for the first six months of Fiscal Year 2021-2022. She reviewed the key highlights including the year-to-date total revenue being \$198,000 or 2.5% below budget primarily due to lower water sales and total expenses being \$426,000 or 8% below budget primarily due to savings in SFPUC water purchases and savings in salaries and benefits due to open positions. Ms. Rogren also recapped the Capital Improvement Projects, noting that for the first six months of the 2021-2022 Fiscal Year, the District spent \$2,400,000 in Capital Improvement Projects.

H. Nunes Water Treatment Plant Upgrades Project Update #5

Mr. Derbin gave an update of the progress being made at the Nunes Water Treatment Plant. Major items of work completed in December 2022 included pouring concrete for the sedimentation basin stem wall footings and buttresses and soil backfill around the sedimentation basin.

6) MONTHLY INFORMATIONAL REPORTS

A. General Manager's Report

Ms. Rogren reported that over the last six months, the District completed an update of its Emergency Response Plan and certified it with the Environmental Protection Agency by December 31, 2021 in accordance with the America's Water Infrastructure Act of 2018. Ms. Rogren also reported that on December 14, 2021, the City of Half Moon Bay Planning Commission approved the District's application for a Coastal Development Permit for the Water Main Replacement Under Pilarcitos Creek at Strawflower Shopping Center.

B. Superintendent of Operations Report

Mr. Derbin summarized operations highlights for the month of December 2021.

9) DIRECTOR AGENDA ITEMS - REQUEST FOR FUTURE BOARD MEETINGS

None.

10) ADJOURNMENT - The Board Meeting was adjourned at 9:27 p.m.

Respectfully submitted,

Mary Rogren, General Manager
Secretary to the District

Robert Feldman, President
Board of Directors

COASTSIDE COUNTY WATER DISTRICT

766 MAIN STREET

HALF MOON BAY, CA 94019

MINUTES OF THE SPECIAL MEETING OF THE BOARD OF DIRECTORS

Tuesday January 25, 2022

Due to the Covid-19 pandemic, and in accordance with Assembly Bill 361, which modifies California Government Code Section 54953, the Boardroom was not open to the public for the January 25, 2022, Special Meeting of the Board of Directors of the Coastside County Water District. The Special Meeting was conducted remotely via teleconference.

The Public was able to watch and/or participate in the public meeting by joining the meeting through the Zoom Video Conference link provided. The public was also able to join the meeting by calling a provided teleconference phone number.

1) ROLL CALL —President Feldman called the meeting to order at 7:00 p.m. participating in roll call via Zoom Video Conference: Directors Ken Coverdell, Chris Mickelsen, Glenn Reynolds, Vice-President Muller, and President Feldman.

Also present: Mary Rogren, General Manager, Patrick Miyaki, Legal Counsel, and Lisa Sulzinger, Customer Service Specialist.

Joe Armenta, Redistricting Partners LLC, identified as a participant in the meeting.

2) PLEDGE OF ALLEGIANCE

3) PUBLIC COMMENT – There were no public comments.

4) PUBLIC HEARING

A. Redistricting Based on 2020 Census Data and First Public Hearing on the Proposal to Adjust the Boundaries of the Zones

a. Presentation of Draft Maps of Five Electoral Zones for Election of Members of the Board of Directors by Staff and Redistricting Partners LLC

Ms. Rogren provided background information regarding the redistricting process. At the February 11, 2020 Regular Board meeting, the Board adopted Ordinance No. 2020-01 approving the change from at-large to zone-based elections and adopting a map with five (5) zones derived from the 2010 census. The Election Code section 22000 et. seq. provides that following a decennial federal census, that the Board must adjust the zone boundaries so that the five zones have substantially equal population. Because the deviation in population between zones varied greater than 10% between the 2010 census and the 2020 census, the District must now consider and adopt a new map.

Mr. Joe Armenta from Redistricting Partners LLC, the District's demographer, provided an overview of redistricting principles and presented three different options for maps to review with five zones that are in compliance with federal and state laws.

- b. Open Public Hearing 7:23 p.m.**
- c. Public Comments** – There were no public comments
- d. Close Public Hearing 7:24 p.m.**
- e. Board Comments**

Discussion ensued regarding the map options presented by Mr. Armenta. The Board consensus was to proceed with draft Map A.

B. Review remaining date for second public hearing leading to implementing an updated electoral map of five (5) new zones, currently planned for February 8, 2022, at the Regular Board of Directors Meeting.

The second public hearing will occur at the Regular Board of Directors Meeting on February 8, 2022.

5) ADJOURNMENT-The Board Meeting was adjourned at 7:53 p.m.

Respectfully submitted,

Mary Rogren, General Manager
Secretary to the District

Robert Feldman, President
Board of Directors

**COASTSIDE COUNTY WATER DISTRICT
Installed Water Connection Capacity & Water Meters**

FY 2022 Meters

Installed Water Meters	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
HMB Non-Priority													
0.5" capacity increase													
5/8" meter				2									2
3/4" meter													
1" meter													
1 1/2" meter													
2" meter													
3" meter													
HMB Priority													
0.5" capacity increase													
5/8" meter													
3/4" meter													
1" meter													
1 1/2" meter													
2" meter													
County Non-Priority													
0.5" capacity increase													
5/8" meter	2	3	1	1	1								8
3/4" meter													
1" meter													
County Priority													
5/8" meter													
3/4" meter													
1" meter													
1.5" meter													
Totals	2	3	1	3	1	0	0						10

5/8" meter = 1 connection
3/4" meter = 1.5 connections
1" meter = 2.5 connections
1.5" meter = 5 connections
2" meter = 8 connections
3" meter = 17.5 connections

FY 2020 Capacity (5/8" connection equivalents)	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Totals
HMB Non-Priority				2									2
HMB Priority													
County Non-Priority	2	3	1	1	1								8
County Priority													
Total	2	3	1	3	1	0	0						10

TOTAL CCWD PRODUCTION (MG) ALL SOURCES- FY 2022

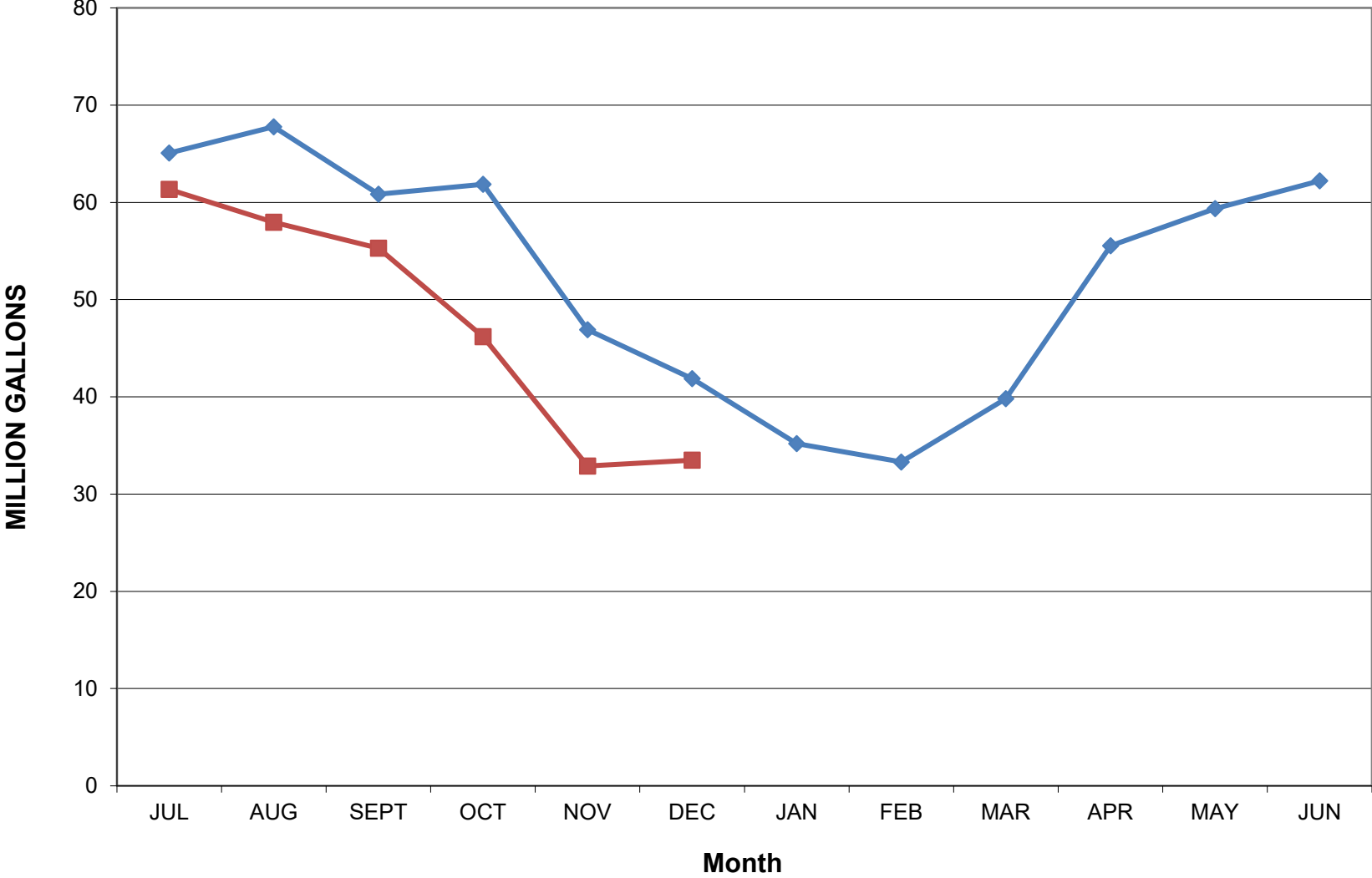
	CCWD Sources			SFPUC Sources		RAW WATER TOTAL	UNMETERED WATER	TREATED TOTAL
	DENNISTON WELLS	DENNISTON RESERVOIR	PILARCITOS WELLS	PILARCITOS LAKE	CRYSTAL SPRINGS RESERVOIR			
JUL	0.00	0.00	0.00	0.00	65.93	65.93	4.60	61.33
AUG	0.00	0.00	0.00	0.00	61.90	61.90	3.95	57.95
SEPT	0.00	0.00	0.00	0.00	59.74	59.74	4.45	55.29
OCT	0.53	1.57	0.00	3.69	44.32	50.11	3.92	46.19
NOV	1.62	17.20	9.78	0.00	7.87	36.47	3.58	32.89
DEC	0.69	5.75	21.2	0.00	10.80	38.44	4.94	33.50
JAN	0.00	7.62	24.44	0.00	3.16	35.22	2.66	32.56
FEB								0.00
MAR								0.00
APR								0.00
MAY								0.00
JUN								0.00
TOTAL	2.84	32.14	55.42	3.69	253.72	347.81	28.10	319.71
% MONTHLY TOTAL	0.0%	21.6%	69.4%	0.0%	9.0%	100.0%	7.6%	92.4%
% ANNUAL TO DATE TOTAL	0.8%	9.2%	15.9%	1.1%	72.9%	100.0%	8.1%	91.9%

CCWD vs SFPUC- month 91.0%
 CCWD vs SFPUC- annual 26.0%

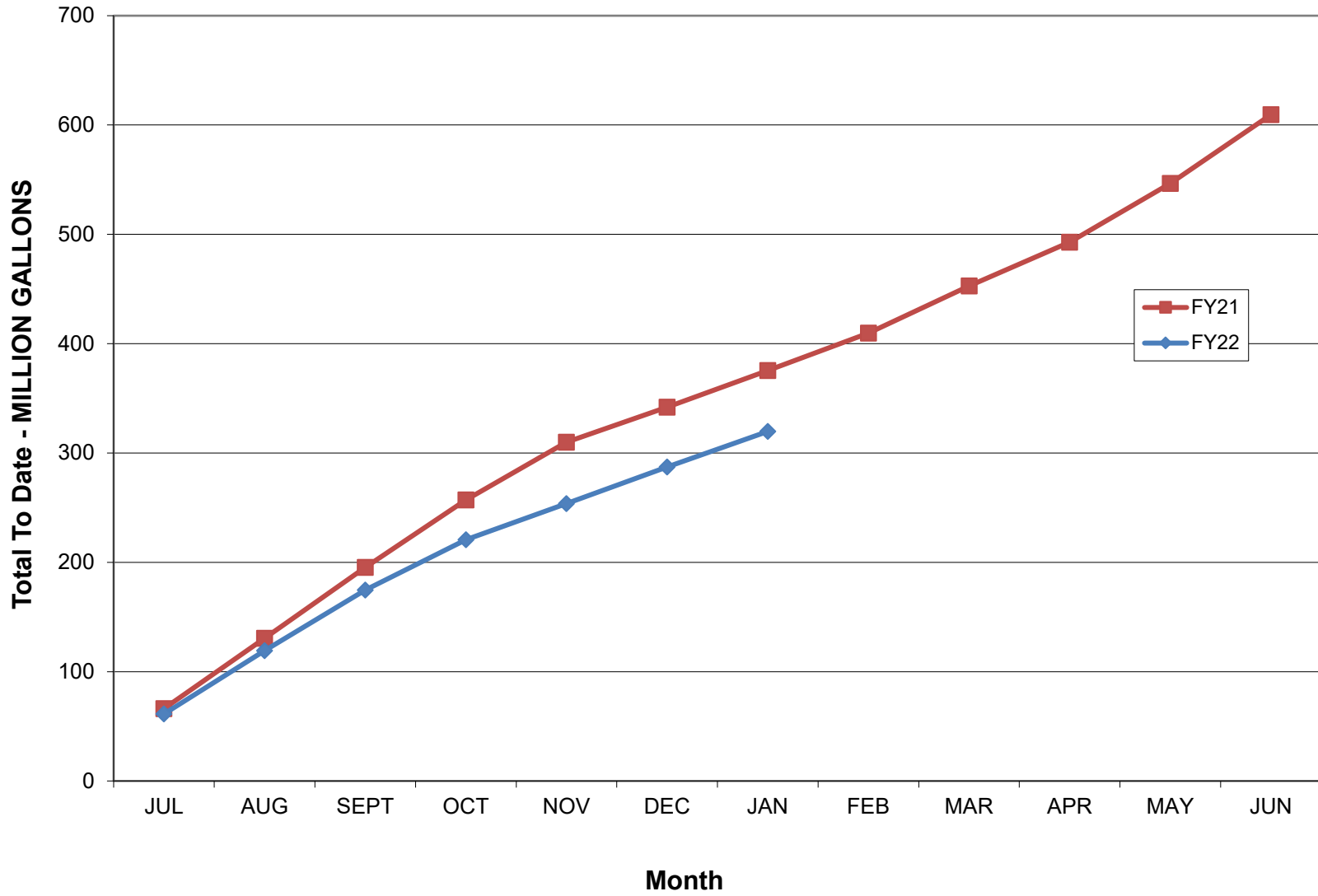
12 Month Running Treated Total **571.90**
TOTAL CCWD PRODUCTION (MG) ALL SOURCES- FY 2021

	CCWD Sources			SFPUC Sources		RAW WATER TOTAL	UNMETERED WATER	TREATED TOTAL
	DENNISTON WELLS	DENNISTON RESERVOIR	PILARCITOS WELLS	PILARCITOS LAKE	CRYSTAL SPRINGS RESERVOIR			
JUL	0.02	2.52	0.00	28.80	36.06	67.40	2.35	65.05
AUG	0.00	0.00	0.00	49.75	20.27	70.02	2.25	67.78
SEPT	0.00	0.00	0.00	1.31	60.84	62.15	1.31	60.84
OCT	0.00	0.00	0.00	0.00	63.97	63.97	2.11	61.86
NOV	0.00	0.00	3.91	14.39	29.52	47.82	0.93	46.90
DEC	2.26	10.43	11.17	14.25	4.16	42.27	2.67	39.60
JAN	1.73	11.31	11.06	1.99	10.86	36.95	3.50	33.45
FEB	0.78	15.73	10.87	0.00	9.60	36.98	4.45	32.53
MAR	1.98	15.13	10.47	0.00	13.08	40.66	2.82	37.84
APR	1.40	11.32	0.00	0.00	44.48	57.20	3.06	54.14
MAY	0.88	3.02	0.00	0.00	60.44	64.34	5.87	58.47
JUN	0.00	0.00	0.00	0.00	64.08	64.08	1.86	62.22
TOTAL	9.05	69.46	47.48	110.49	417.36	653.84	33.17	620.66
% TOTAL	1.4%	10.6%	7.3%	16.9%	63.8%	100.0%	5.07%	0.0%

Monthly Production FY 21 vs FY 22



Cumulative Production FY21 vs FY22



**Coastside County Water District Monthly Sales By Category (MG)
FY2022**

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	MG to Date
RESIDENTIAL	29.63	28.15	28.29	26.89	20.43	20.84	20.63						174.86
COMMERCIAL	3.00	2.96	2.91	2.96	2.27	2.30	2.01						18.40
RESTAURANT	1.52	1.36	1.33	1.38	1.30	1.19	1.15						9.23
HOTELS/MOTELS	2.73	2.90	2.39	2.46	2.04	1.81	1.75						16.08
SCHOOLS	0.70	0.63	0.81	0.54	0.26	0.35	0.25						3.54
MULTI DWELL	2.60	2.50	2.59	2.71	2.32	2.34	2.42						17.49
BEACHES/PARKS	0.68	0.79	0.64	0.69	0.21	0.19	0.18						3.38
AGRICULTURE	6.54	5.54	6.40	7.01	5.65	4.86	4.58						40.59
RECREATIONAL	0.23	0.21	0.21	0.22	0.18	0.17	0.15						1.36
MARINE	0.59	0.51	0.45	0.43	0.35	0.40	0.56						3.29
RES. IRRIGATION	1.40	1.51	1.50	1.15	0.27	0.30	0.08						6.20
DETECTOR CHECKS	0.01	0.01	0.01	0.00	0.00	0.01	0.01						0.05
NON-RES. IRRIGATION	4.05	5.39	5.06	0.50	0.23	0.32	0.19						15.74
RAW WATER	7.74	7.11	7.52	8.01	1.03	0.99	0.00						32.39
PORTABLE METERS	0.19	0.30	0.34	0.27	0.12	0.08	0.04						1.34
CONSTRUCTION	0.33	0.30	0.33	0.34	0.30	0.28	0.30						2.19
TOTAL - MG	61.92	60.17	60.78	55.55	36.97	36.43	34.31	0.00	0.00	0.00	0.00	0.00	346.13

Non Residential Usage	32.29	32.02	32.49	28.66	16.55	15.59	13.68	0.00	0.00	0.00	0.00	0.00	
Running 12 Month Total							594.47						
12 mo Residential							305.63						
12 mo Non Residential							288.85						

FY2021

	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	MG to Date
RESIDENTIAL	34.24	32.73	32.19	32.12	28.27	26.25	24.28	21.71	23.49	27.64	28.08	29.85	340.85
COMMERCIAL	2.86	2.67	2.64	3.03	2.58	2.38	2.22	2.15	2.55	2.64	2.67	2.83	31.22
RESTAURANT	1.01	1.06	1.01	1.19	1.06	0.85	0.65	0.75	1.02	1.23	1.09	1.31	12.22
HOTELS/MOTELS	2.19	2.04	2.02	2.13	1.71	1.19	1.04	1.22	1.67	2.02	1.75	2.34	21.33
SCHOOLS	0.76	0.68	0.61	0.67	0.46	0.25	0.22	0.18	0.16	0.34	0.36	0.59	5.27
MULTI DWELL	3.14	3.01	2.83	2.98	2.70	2.52	2.48	2.33	2.49	2.76	2.65	2.70	32.60
BEACHES/PARKS	0.76	0.85	0.60	0.52	0.57	0.35	0.37	0.25	0.21	0.42	0.39	0.54	5.83
AGRICULTURE	5.31	4.65	4.73	5.92	4.42	3.66	3.10	3.40	4.49	6.47	9.29	6.81	62.27
RECREATIONAL	0.24	0.24	0.23	0.23	0.20	0.17	0.17	0.16	0.18	0.20	0.18	0.22	2.42
MARINE	0.64	0.59	0.53	0.56	0.46	0.55	0.45	0.48	0.41	0.46	0.44	0.45	6.03
RES. IRRIGATION	1.70	1.66	1.56	1.51	1.10	0.69	0.39	0.25	0.35	1.04	1.41	1.48	13.14
DETECTOR CHECKS	0.01	0.00	0.01	0.01	0.00	0.01	0.01	0.00	0.01	0.01	0.00	0.00	0.07
NON-RES. IRRIGATION	6.73	5.04	2.23	2.31	1.26	0.31	0.21	0.13	0.15	3.05	2.08	4.91	28.41
RAW WATER	7.92	6.89	7.00	8.07	6.82	5.72	0.91	0.00	3.93	4.20	7.39	7.46	66.32
PORTABLE METERS	0.53	0.26	0.33	0.30	0.26	0.18	0.15	0.14	0.13	0.19	0.23	0.27	2.97
CONSTRUCTION	0.38	0.38	0.31	0.39	0.30	0.29	0.28	0.26	0.30	0.32	0.33	0.30	3.83
TOTAL - MG	68.43	62.77	58.83	61.93	52.17	45.37	36.95	33.41	41.53	52.99	58.35	62.05	634.79

MONTH		Jan-22				
Coastside County Water District Monthly Discharge Report						
EMERGENCY MAIN AND SERVICE REPAIRS						
	Date Reported Discovered	Date Repaired	Location	Pipe Class	Pipe Size & Type	Estimated Water Loss (MG)
1	1/5/2022	1/5/2022	615 Church Street	Main	6" CI	0.0080
2	1/6/2022	1/6/2022	345 Myrtle Street	Main	6" CI	0.0100
3	1/8/2022	1/8/2022	59 Santa Rosa Ave	Main	1 1/2" Galv	0.0040
4	1/18/2022	1/19/2022	301 Myrtle Street	Main	6" CI	0.0050
5	1/24/2022	1/24/2022	623 Isabella Road	Service	1" Copper	0.0001
6	1/27/2022	1/27/2022	452 Willow Ave	Main	4" CI	0.0040
7						
8						
Totals						0.031

OTHER DISCHARGES	
Total Volumes (MG)	
Flushing Program	0.013
Reservoir Cleaning	
Automatic Blowoffs	0.201
Dewatering Operations	
Other (includes flow testing)	0.000
DISCHARGES GRAND TOTAL (MG)	
0.214	

Coastside County Water District
 766 Main Street
 July 2021 - June 2022

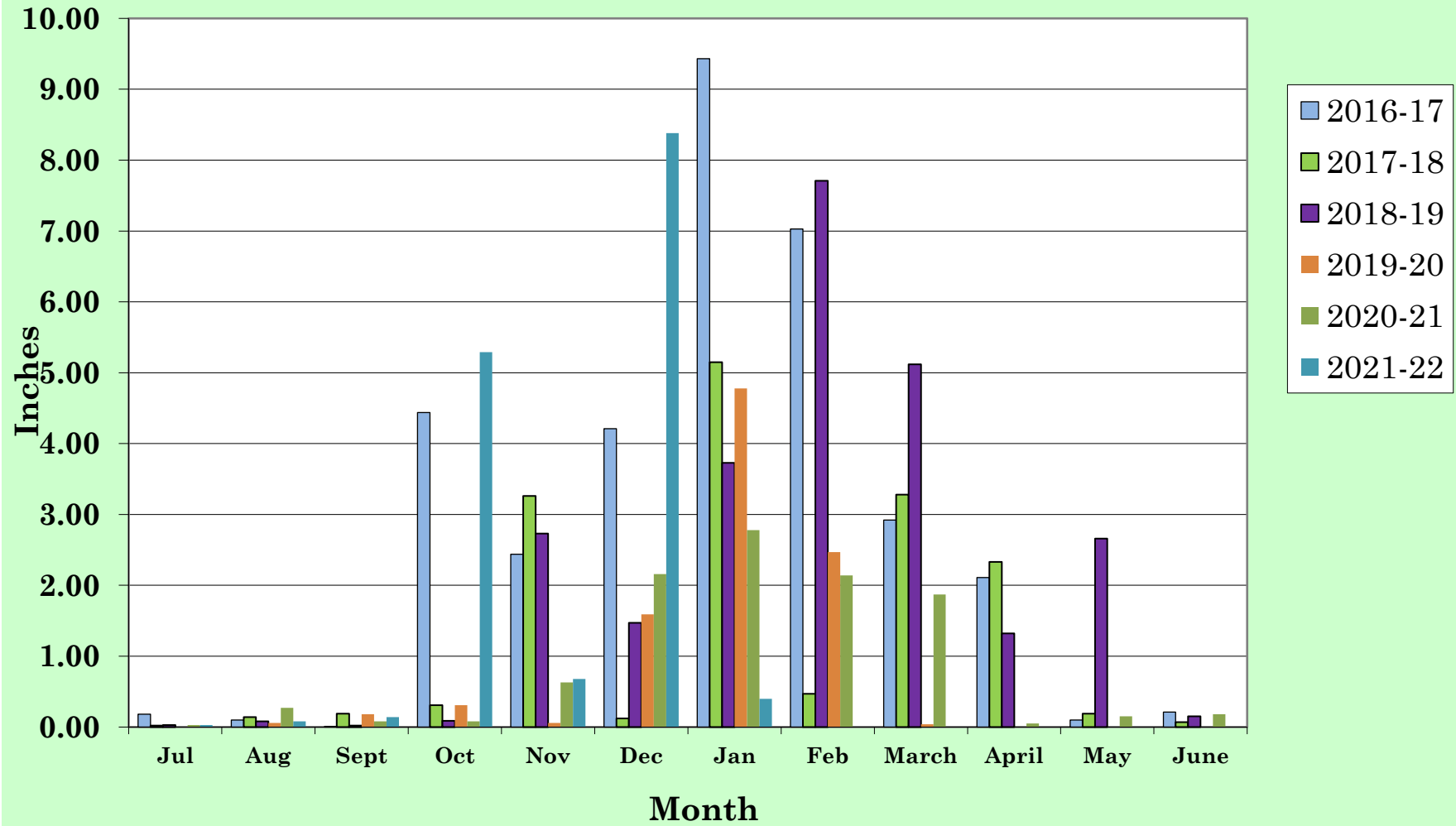
Nunes
 Rainfall in Inches

	2021						2022					
	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	March	April	May	June
1	0	0	0	0	0.27	0	0					
2	0	0	0	0	0.01	0	0					
3	0	0	0	0	0.11	0	0.18					
4	0	0.02	0	0	0.01	0	0.15					
5	0	0.02	0	0	0	0	0					
6	0	0	0	0	0	0.02	0.01					
7	0	0.02	0	0.01	0	0.07	0					
8	0	0.01	0	0	0.17	0.05	0					
9	0	0	0	0	0.06	0.03	0					
10	0	0	0	0	0	0	0					
11	0	0	0	0	0	0	0					
12	0	0	0	0	0	0.44	0					
13	0	0	0	0	0	4.23	0					
14	0	0	0	0	0	0.09	0					
15	0	0	0	0	0	0.31	0					
16	0	0	0	0	0	0.31	0					
17	0	0	0	0	0	0	0					
18	0	0	0.04	0.05	0	0	0					
19	0	0	0.01	0	0.04	0	0					
20	0.01	0	0	0.03	0	0	0					
21	0	0	0	1.08	0.01	0.34	0					
22	0	0	0	1.07	0	0.27	0					
23	0.02	0	0	0	0	0.67	0					
24	0	0	0.01	0.94	0	0.21	0					
25	0	0	0	2.08	0	0.31	0					
26	0	0	0.01	0.01	0	0.16	0					
27	0	0	0.06	0	0	0.3	0					
28	0	0	0.01	0	0	0.02	0					
29	0	0.01	0	0	0	0.55	0					
30	0	0	0	0	0	0	0					
31	0	0		0.02		0	0					
Mon.Total	0.03	0.08	0.14	5.29	0.68	8.38	0.4					
Year Total	0.03	0.11	0.25	5.54	6.22	14.60	15.00					

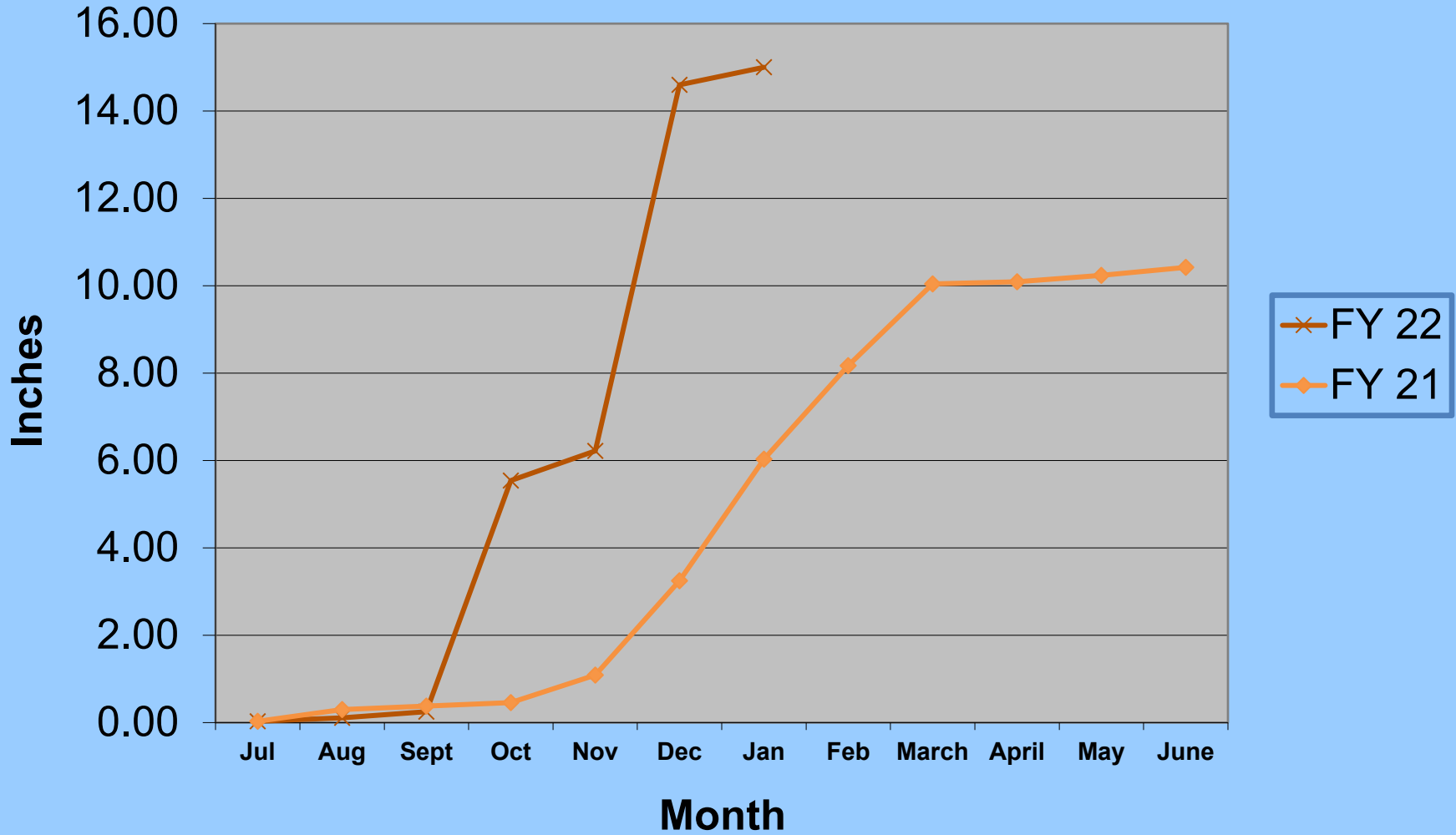
Coastside County Water District

Rainfall by Month

Fiscal Years 17 - 22

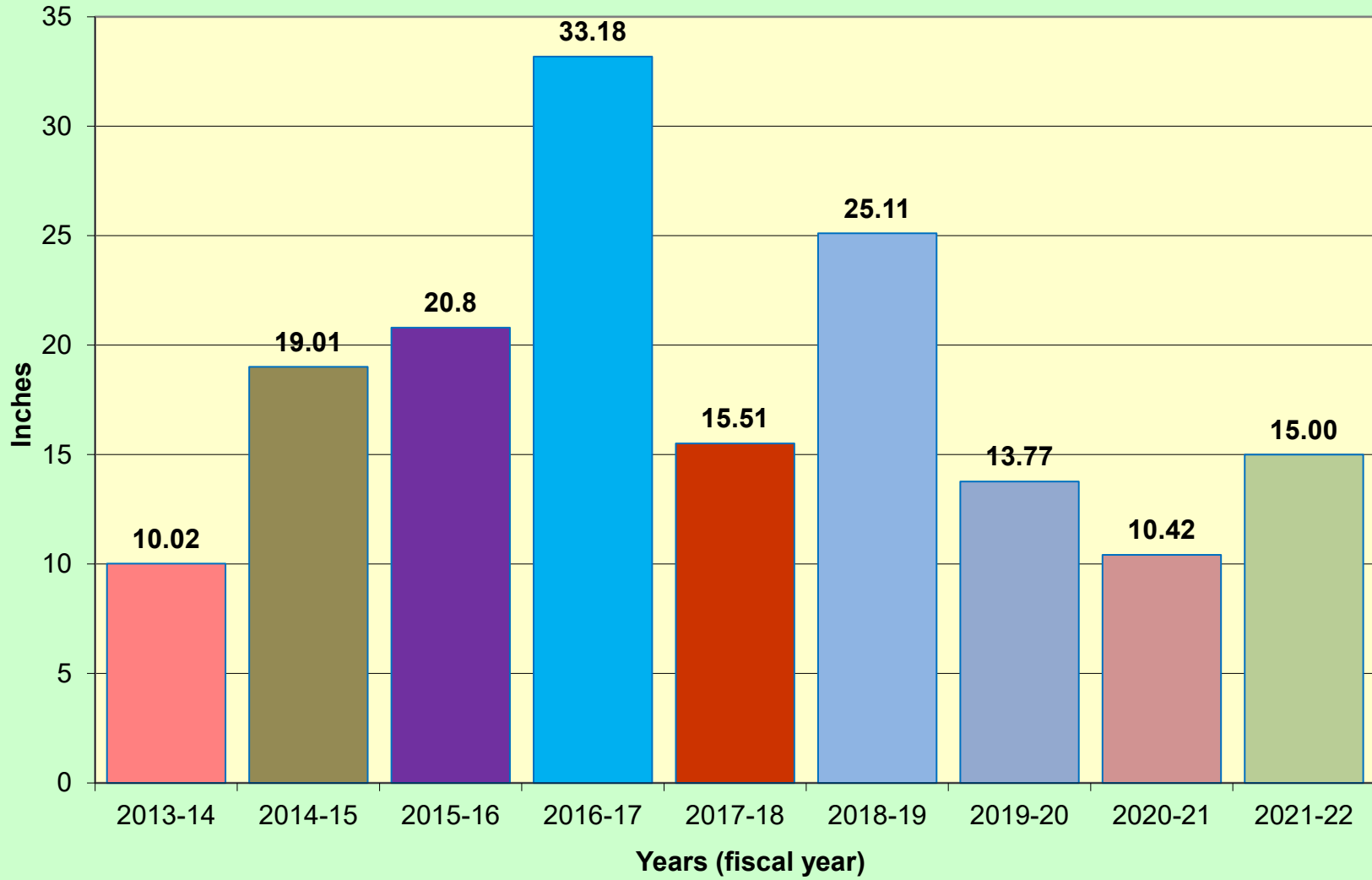


Rainfall Total Comparison Fiscal Years 21-22



Rain Totals

Fiscal Years 14 - 22



San Francisco Public Utilities Commission Hydrological Conditions Report December 2021

J. Chester, C. Graham, N. Waelty, January 12, 2022



The December storms produced substantial monthly precipitation and snow water content. The two top photos are of the Early Intake area and the bottom photo is Hetch Hetchy Reservoir as seen from the trail to Wampama Falls.

System Storage

Current Tuolumne System and Local Bay Area storage conditions are summarized in Table 1.

Table 1 Current System Storage as of January 1, 2022							
	Current Storage		Maximum Storage		Available Capacity		Percentage of Maximum Storage
	acre-feet	millions of gallons	acre-feet	millions of gallons	acre-feet	millions of gallons	
Tuolumne System							
Hetch Hetchy Reservoir ¹	274,416		340,830		66,414		81%
Cherry Reservoir ²	246,599		268,800		22,201		92%
Lake Eleanor ³	23,634		21,495		0		100%
Water Bank	349,203		570,000		220,797		61%
Tuolumne Storage	893,852		1,201,125		307,273		74%
Local Bay Area Storage							
Calaveras Reservoir	68,357	22,274	96,824	31,550	28,467	9,276	71%
San Antonio Reservoir	51,411	16,752	52,506	17,109	1,095	357	98%
Crystal Springs Reservoir	56,409	18,381	58,377	19,022	1,968	641	97%
San Andreas Reservoir	17,108	5,575	18,996	6,190	1,889	615	90%
Pilarcitos Reservoir	3,033	988	2,995	976	0	0	100%
Total Local Storage	196,318	63,970	229,697	74,847	33,419	10,889	86%
Total System	1,090,170		1,430,822		340,692		76%

¹ Maximum Hetch Hetchy Reservoir storage with drum gates deactivated.

² Maximum Cherry Reservoir storage with flash-boards out.

³ Maximum Lake Eleanor storage with flash-boards out.

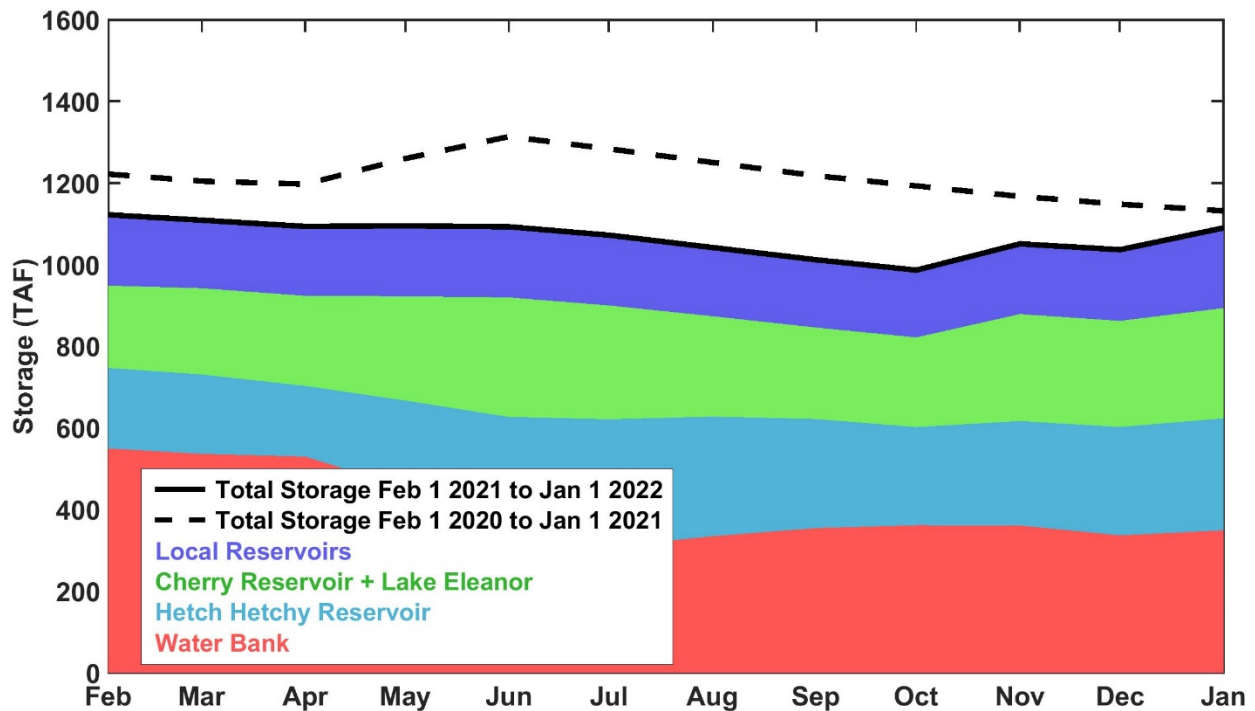


Figure 1: System storage for past 12 months in thousand acre-feet (TAF). Color bands show contributions to total system storage. Solid black line shows total system storage for the past 12 months. Dashed black line shows total system storage the previous 12 months.

Hetch Hetchy System Precipitation Index

Current Month: The December 2021 six-station precipitation index was 11.36 inches, or 212% of the average long-term index for the month. The precipitation index is computed as the average of six Sierra precipitation stations and is an indicator of the overall basin wetness.

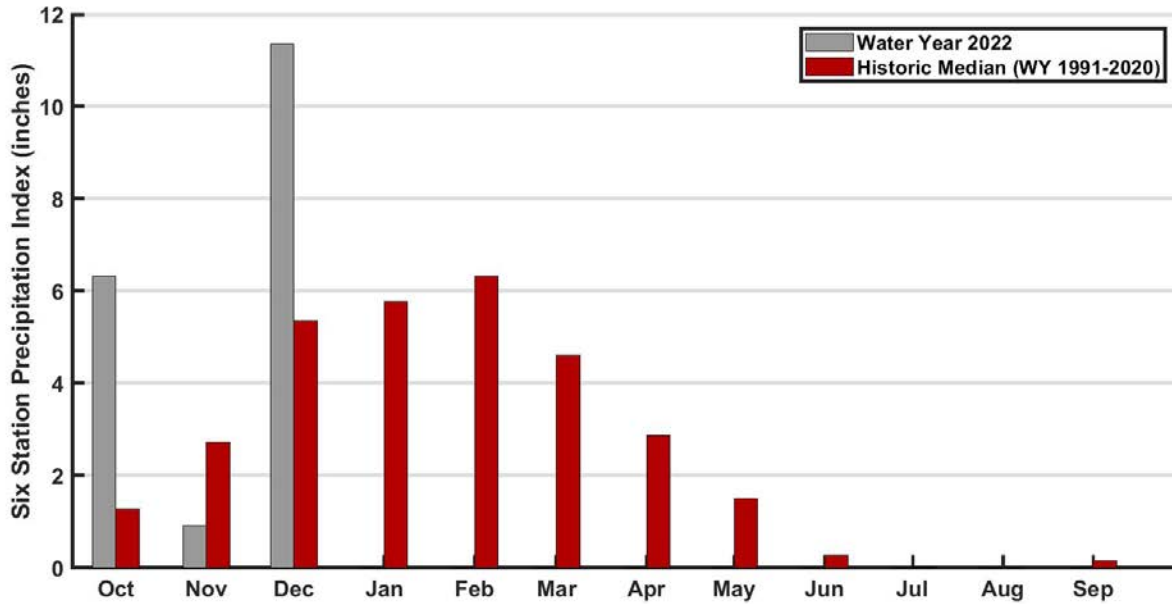


Figure 2: Monthly distribution of the six-station precipitation index relative to the monthly precipitation averages. The precipitation index is computed as the average of six Sierra precipitation stations and is an indicator of the overall basin wetness.

Cumulative Precipitation to Date: As of January 1, the six-station precipitation index for Water Year (WY) 2022 was 18.6 inches, which is 60% of the average annual total. The Hetch Hetchy Weather Station received 10.51 inches of precipitation in December resulting in a total of 17.82 inches for WY 2022, or 159% of average to-date. The cumulative WY 2022 Hetch Hetchy precipitation is shown in Figure 3 in red.

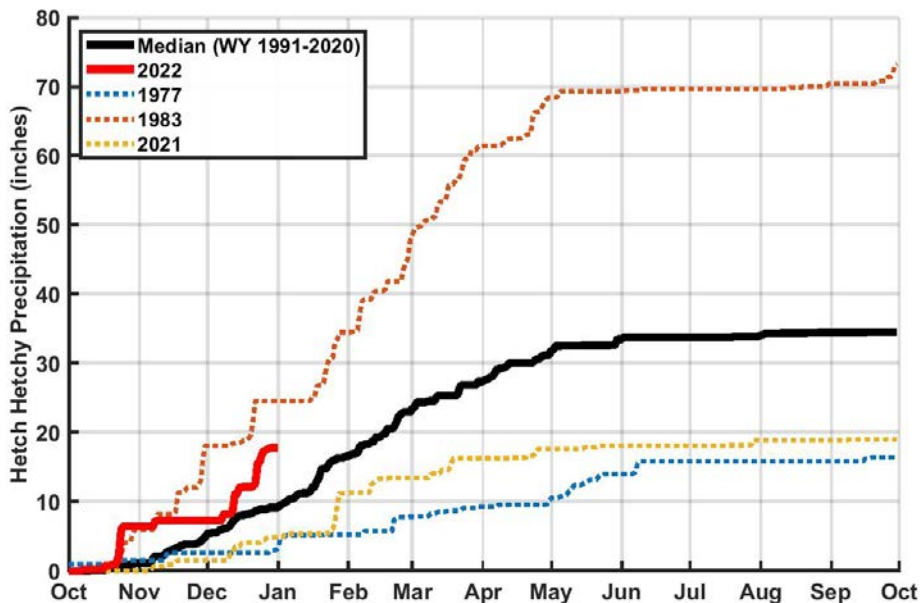


Figure 3: Water Year 2022 cumulative precipitation measured at Hetch Hetchy Weather Station. Median cumulative precipitation measured at Hetch Hetchy Weather Station and example wet and dry years are included with Water Year 2021 for comparison purposes.

Tuolumne Basin Unimpaired Inflow

Unimpaired inflow to SFPUC reservoirs and the Tuolumne River at La Grange for December 2021 and the water year to date is summarized below in Table 2.

Table 2 Calculated Reservoir Inflows and Water Available to City								
* All flows are in acre-feet	December 2021				October 1, 2021 Through January 1, 2022			
	Observed Flow	Median ¹	Mean ¹	Percent of Mean	Observed Flow	Median ¹	Mean ¹	Percent of Mean
Inflow to Hetch Hetchy Reservoir	26,079	11,208	18,263	143%	96,576	24,564	36,157	267%
Inflow to Cherry Reservoir and Lake Eleanor	33,140	14,889	25,932	128%	108,990	35,976	47,885	228%
Tuolumne River at La Grange	121,373	52,580	83,633	145%	299,358	93,357	137,618	218%
Water Available to City	45,086	1,349	31,109	145%	126,537	7,941	42,244	300%

¹Hydrologic Record: 1991-2020

Hetch Hetchy System Operations

Hetch Hetchy Reservoir power draft and stream releases during the month totaled 17,201 acre-feet. Hetch Hetchy Reservoir minimum instream release requirements for December were 35 cfs. Total precipitation for Water Year 2022, as of January 1, has resulted in a Water Year Type A for Hetch Hetchy Reservoir. Hetch Hetchy Reservoir instream releases increased from 35 cfs in December to 50 cfs for January.

Cherry Reservoir valve and power draft releases totaled 18,430 acre-feet for the month and were used to maintain seasonal target elevations. The required minimum instream release from Cherry Reservoir for December was 5 cfs and will stay at 5 cfs in January. Lake Eleanor required release for December was 5 cfs and will remain at 5 cfs for January.

There were three water Hetch Hetchy Aqueduct delivery rate changes to the City and County of San Francisco in December. On December 9th the delivery rate was reduced from 175 MGD to 130 MGD, on December 22nd the rate was reduced to 105 MGD, and on December 28th the rate was reduced to 85 MGD.

Regional System Treatment Plant Production

The Harry Tracy Water Treatment Plant average production rate for December was 37 MGD. The Sunol Valley Water Treatment Plant average production for the month was 2 MGD.

Local System Water Delivery

The average December delivery rate was 144 MGD, which is a 6% decrease below the November delivery rate of 153 MGD.

Local Precipitation

The rainfall summary for December 2021 is presented in Table 3.

Weather Station Location	December		October 1, 2021 through December 31, 2021	
	Total (inches)	Percent of Mean for the Month	Total (inches)	Percent of Mean for the Year-To-Date
Pilarcitos Reservoir	19.03	278%	33.36	288%
Lower Crystal Springs Reservoir	11.12	248%	18.43	246%
Calaveras Reservoir	7.25	215%	12.56	214%

*Mean Period = WY 1991-2020

Snowpack, Water Supply and Planned Water Supply Management

A series of cold, impactful storm systems delivered plentiful precipitation to the upcountry watersheds during the second half of December. Total precipitation came in at about 200% of a normal December. The snowpack gained significant water content; upwards of 160% or normal to-date and 60% or more of the median peak snowpack (Figure 5). As a result, upcountry inflows were above normal for the month, with reservoir storages far ahead of this time last year.

Hetch Hetchy Reservoir is drafting via SJPL deliveries, Fish Hatchery flows, and instream releases. Cherry Reservoir storage is being managed at seasonal storage targets (235-248 TAF) via scheduled generation at Holm Powerhouse. Lake Eleanor is drafting with instream release. The Cherry-Eleanor Pumps are activated and transferring 160-200 cfs from Lake Eleanor into Cherry Reservoir. Water Bank has begun debiting slightly as reservoir inflows exceed releases.

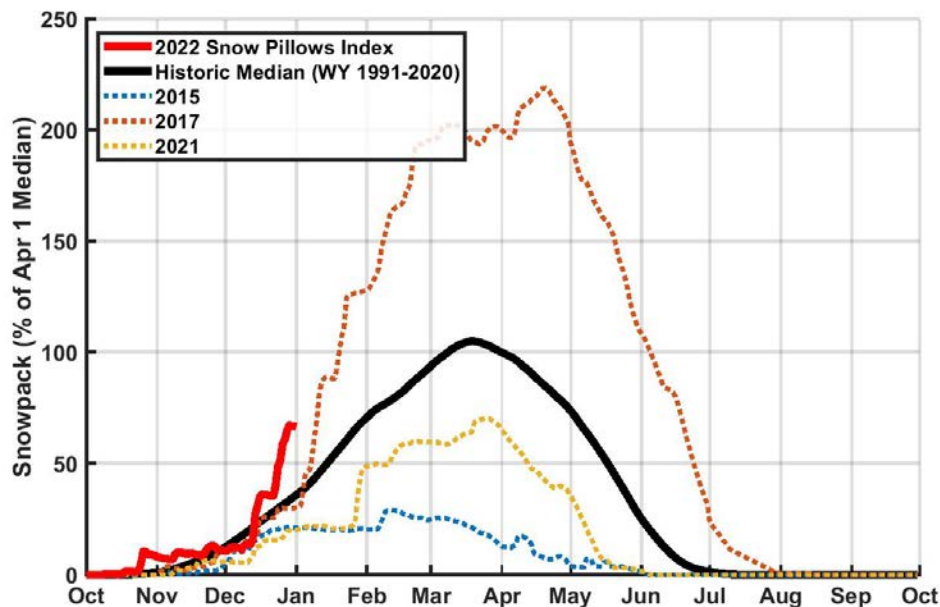


Figure 5: Tuolumne River Basin 10 Station Snow Index (lines), based on real time snow pillow SWE measurements in the Tuolumne Basin.

As of January 1st, there has been 126,537 acre-feet of water available to the city (Figure 6).

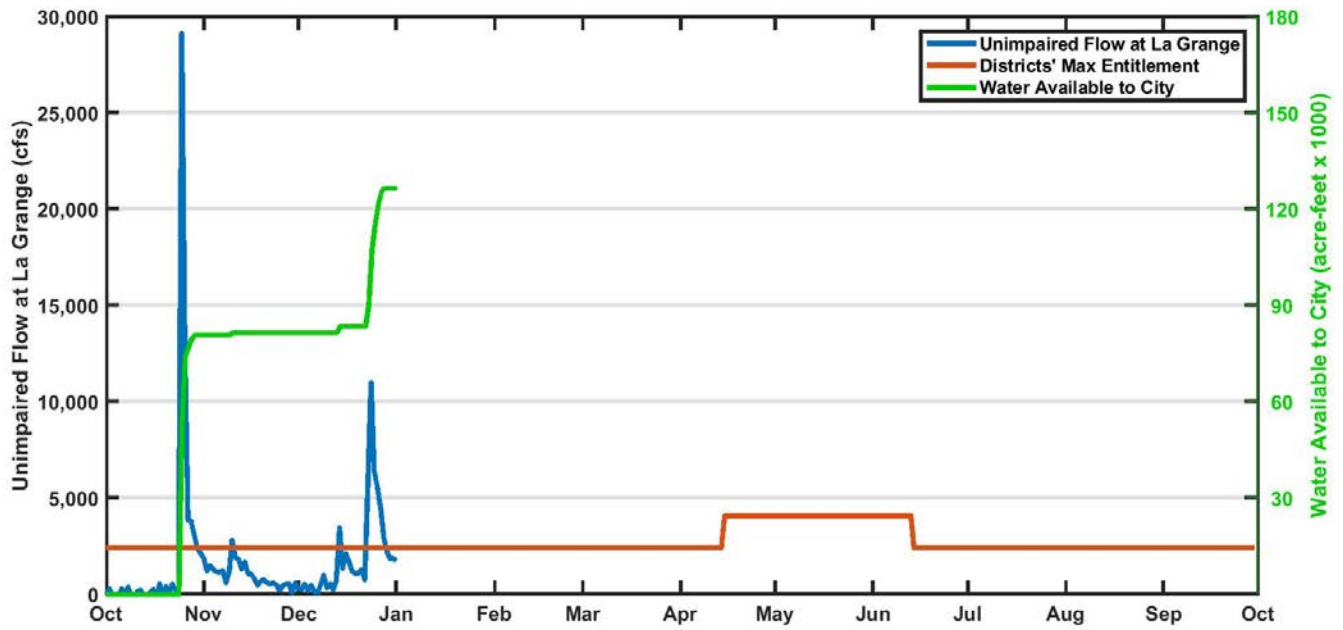


Figure 6: Calculated unimpaired flow at La Grange and the allocation of flows between the Districts and the City.

TO: SFPUC Wholesale Customers

FROM: Steven R. Ritchie, Assistant General Manager, Water

DATE: January 31, 2022

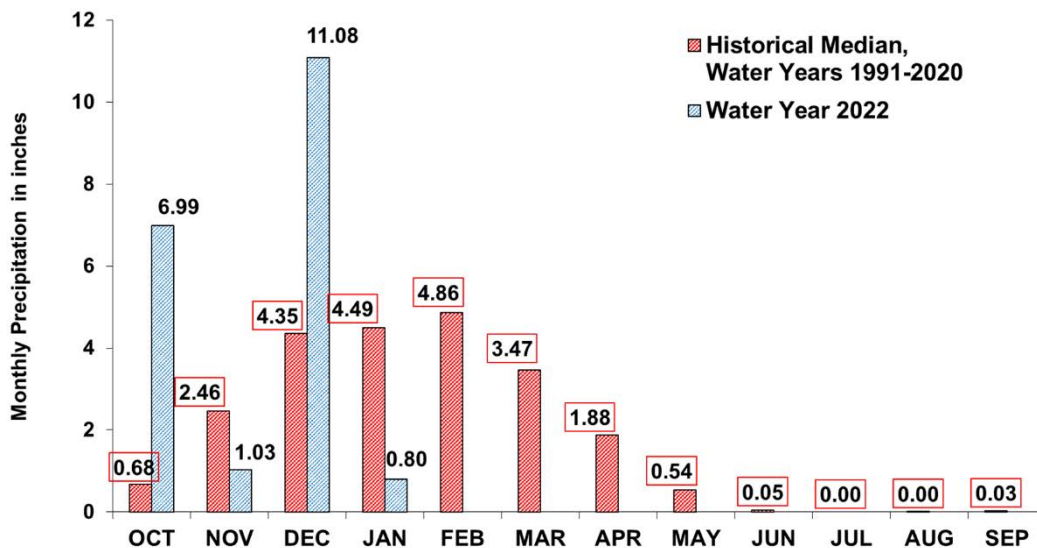
RE: Initial Water Supply Availability Estimate

This memo provides the initial water supply availability estimate for this year and the current hydrologic conditions.

The current Water Year has thus far been a mix of wet and dry conditions. As the charts below show, both the Hetch Hetchy watershed and the local watersheds show a very wet October and December but extremely dry conditions since the December storms. In fact, January 2022 has turned out to be the driest January on record for precipitation at Hetch Hetchy.

The local watersheds have received 87.28 % of mean annual rainfall of 26.91 inches. The Hetch Hetchy watershed has received 50.89% of mean annual rainfall of 35.58 inches. While the first snow survey has not been completed yet, the lower elevation snow sensors are showing the snowpack to be at about median for this time of year.

Bay Area 7-station Precipitation Index as of January 30, 2022



London N. Breed
Mayor

Anson Moran
President

Newsha Ajami
Vice President

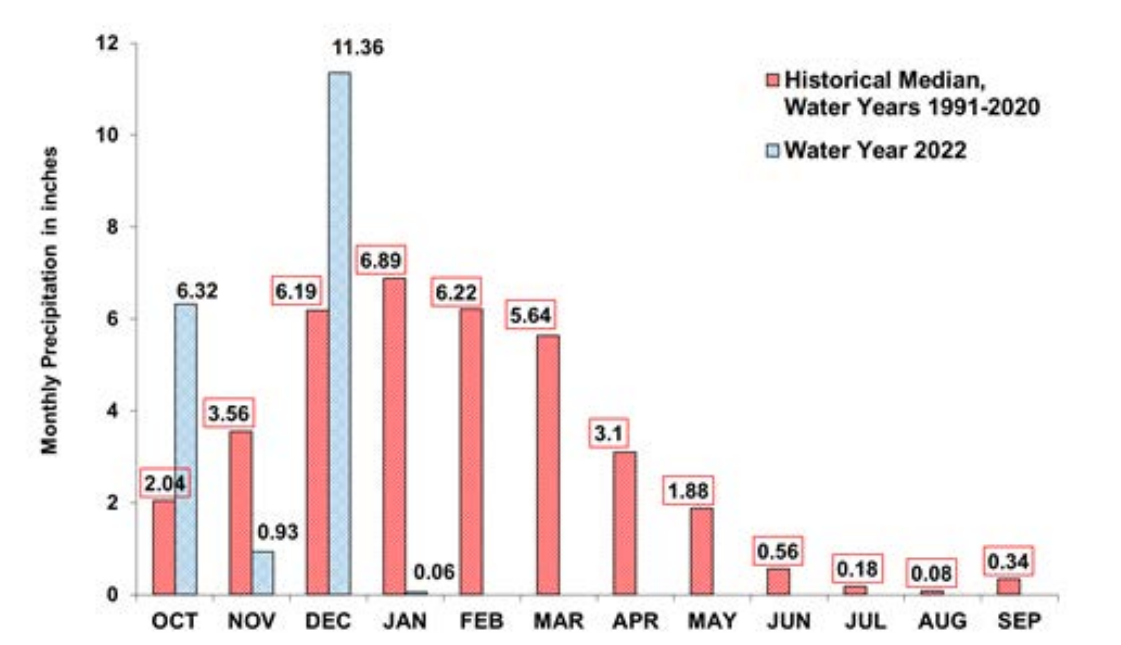
Sophie Maxwell
Commissioner

Tim Paulson
Commissioner

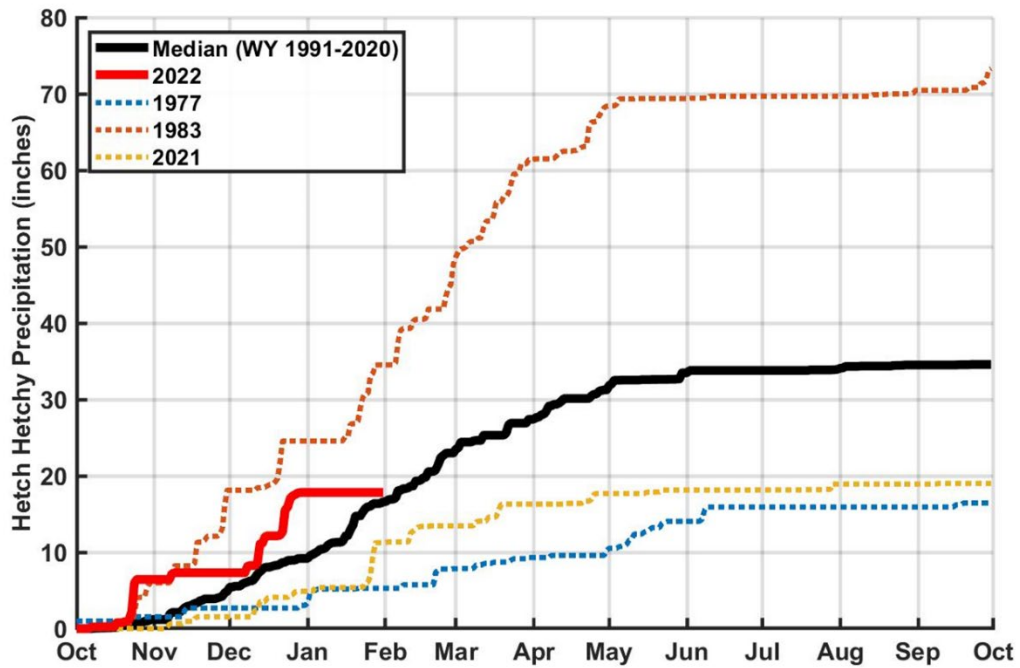
Dennis J. Herrera
General Manager



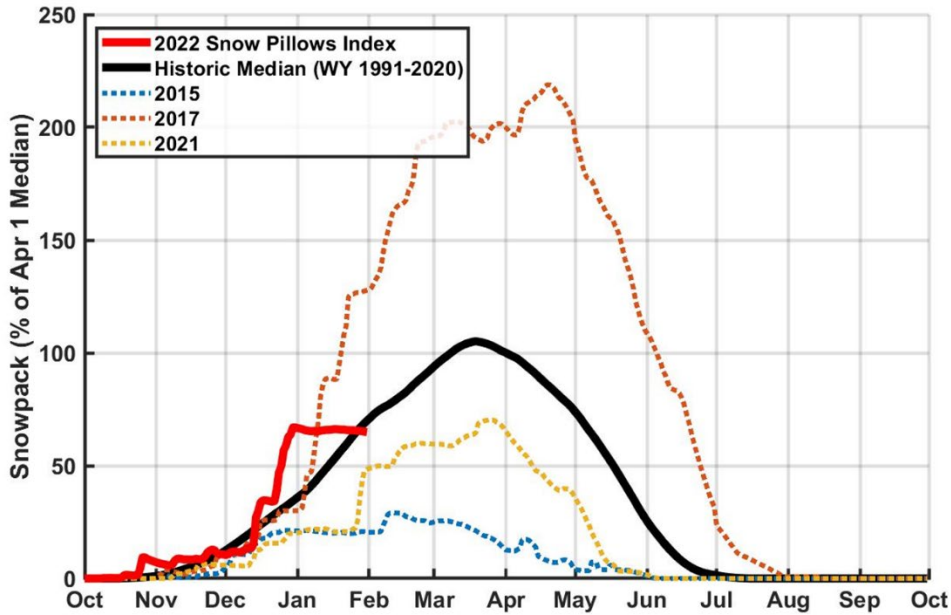
Upcountry 6-station Precipitation Index as of January 30, 2022



Hetch Hetchy Precipitation as of January 30, 2022



Upcountry Snowpack as of January 30, 2022



Reservoir storages (without Water Bank) are above where they typically are this time of year. Calaveras Reservoir has also continued to refill and consequently is adding to our reservoir storage.

Storage as of: **31-Jan-2022**

Reservoir	Current Storage ^{1,2,3} (AF)	Maximum Storage ⁴ (AF)	Available Capacity (AF)	Percent of Maximum Storage	Percent of Maximum Storage ⁵
Tuolumne System					
Hetch Hetchy	294,400	360,360	65,960	81.7%	68.9%
Cherry	240,100	268,800	28,700	89.3%	-
Eleanor	21,520	21,495	0	100.0%	-
Water Bank	337,700	570,000	232,300	59.2%	98.4%
Total Tuolumne Storage	893,720	1,220,655	326,960	73.2%	-
Local System					
Calaveras	67,236	96,670	29,434	69.6%	-
San Antonio	46,554	53,266	6,712	87.4%	-
Crystal Springs	51,247	58,309	7,062	87.9%	-
San Andreas	16,094	19,027	2,933	84.6%	-
Pilarcitos	3,070	3,030	0	100.0%	-
Total Local Storage	184,201	230,302	46,141	80.0%	-
Total System Storage	1,077,921	1,450,957	373,101	74.3%	81.4%
Total without water bank	740,221	880,957	140,801	84.0%	-

¹ Upcountry storage is the date's 8AM storage value taken from USGS data

² Water bank storage reported by HHWP for 01/30/2022

³ Local storage is the date's 8AM storage value taken from USGS data

⁴ Hetch Hetchy maximum storage is with drum gates activated. Cherry and Eleanor maximum storage is with flashboards out. All maximum storages taken from rating curve.

⁵ The ratio of median storage for this day over maximum storage capacity. Median storage for this day is based on historical storage data from years 1991 - 2020

A high pressure ridge remains in place along parts of the California coast that are pushing storms in the Pacific to the north of our watersheds. Forecasters are split on whether this ridge will dissipate in February.

On November 23, the SFPUC declared a water shortage emergency and adopted a voluntary systemwide water use reduction of 10 percent. Current systemwide reductions are provided in the table below.

For the Period July 1- January 21			
CUSTOMER GROUPS	FY2019/2020 AVG. MGD	FY2021/2022 AVG. MGD	% REDUCTION
San Francisco Customers	64.3	54.7	14.9%
Wholesale Customers	139.8	130.8	6.4%
TOTAL	204.1	185.5	9.1%

The SFPUC, in partnership with BAWSCA, will be pushing out regional conservation messaging on billboards throughout the service area to further encourage water saving. At this time, the SFPUC is not making any requests for further water demand reductions but will be monitoring the water supply conditions carefully in the coming months. The SFPUC will provide an update of the water supply conditions at the February 17th Annual Wholesale Customer Meeting. Another update on water supply availability will be provided on March 1st with a final water supply availability memo issued in early April following the last snow survey of the year.

STAFF REPORT

To: Coastside County Water District Board of Directors

From: Mary Rogren, General Manager

Agenda: February 8, 2022

Date: February 2, 2022

Subject: Acceptance of Non-Complex Pipeline Extension Project
226 Avenue Cabrillo / Gabe Gonzalez

Recommendation:

Accept the water system improvements for the Non-Complex Pipeline Extension Project at 226 Avenue Cabrillo, El Granada as complete.

Background:

A non-complex pipeline extension project for 226 Avenue Cabrillo, El Granada was completed on January 6, 2022.

The District accepts the project utility system according to the conditions listed below:

- √ That the Project Utility System was constructed in accordance with the district regulations.
- √ All costs for the construction of the Project have been borne by the applicant. No outstanding fees are due at this time.

Fiscal Impact: None.



STAFF REPORT

To: Coastside County Water District Board of Directors

From: Mary Rogren, General Manager

Agenda: February 8, 2022

Report

Date: February 4, 2022

Subject: Consider Resolution 2022-03 Authorizing the Financing of Capital Improvements to the Water System Via Entrance into a Loan Agreement and Approving Related Documents and Actions

Recommendation:

Approve Resolution 2022-03, a Resolution of the Board of Directors of the Coastside County Water District Authorizing the Financing of Capital Improvements to the Water System Via Entrance into a Loan Agreement and Approving Related Documents and Actions.

Background:

The Board has previously authorized the General Manager to commence the process to raise funds needed for significant and comprehensive upgrades to the District's Nunes Water Treatment Plant. The General Manager reviewed the District's Financing Model with the Financing team and recommended applying for \$7M in funding for this important Capital Improvement Project.

The District has selected Backstrom McCarley Berry & Co., LLC (BMcB), to serve as municipal advisor to the District on the financing, and Jones Hall, A Professional Law Corporation, to serve as the District's Bond Counsel. Both firms assisted the District with its last private placement financing, back in 2018.

Jones Hall has prepared the attached Resolution for the Board's action, which, if approved, accomplishes the following:

1. Approval of the Loan and the Loan Agreement.
2. Designation of the Loan Agreement as "bank qualified" for purposes of Section 265(b)(3) of the Tax Code.
3. Authorization/Ratification of the designation of Backstrom McCarley Berry & Co. as the District's Placement Agent and Jones Hall as the District's Bond Counsel.

4. Authorization of the General Manager to choose the Lender and execute and deliver the Loan Agreement and related certificates, consents, and agreements necessary to complete the financing.

On January 28, 2022, BMcB sent a request for proposals to qualified lenders that may be interested in financing the District's capital improvement projects. The proposals are due on Friday, February 11, 2022. Shortly thereafter, the General Manager, working with BMcB and Jones Hall, will select the best proposal to meet the needs of the District, subject to the parameters on maximum size and interest rate set forth in the Resolution.

The financing is anticipated to close (with funding available to the District) on or about March 11, 2022.

Fiscal Impact/Good-Faith Estimates

In accordance with Government Code Section 5852.1, the following information has been obtained and disclosed to the Board prior to the District's entrance into the Loan Agreement: (i) the estimated true interest cost of Loan Agreement (being the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Loan) is 2.625%, (ii) the estimated finance charges for the Loan Agreement (being the sum of all fees and charges paid to third parties) is \$80,000, (iii) the estimated proceeds of the Loan expected to be received by the District, net of proceeds for finance charges in (ii) above to paid from the principal amount of the Loan and any reserves or capitalized interest paid or funded by the Loan is \$7,000,000, and (iv) the estimated total payment amount under the Loan Agreement (being the sum total of all payments the District will make to repay the Loan, plus the financing charges of the Loan described above not paid from proceeds of the Loan, all calculated to the estimated final maturity of the Loan) is \$9,194,331. This information is based on good-faith estimates provided by BMcB, as the District's municipal advisor.

James Wawrzyniak, Bond Counsel, will join the meeting to answer any questions.

Exhibits

(A) Resolution 2022-03

(B) Loan Agreement between the District and Lender (to be selected based on requests for proposals.)

RESOLUTION NO. 2022-03

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE COASTSIDE COUNTY WATER DISTRICT AUTHORIZING THE FINANCING OF CAPITAL IMPROVEMENTS TO THE WATER SYSTEM VIA ENTRANCE INTO A LOAN AGREEMENT, AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, the Coastside County Water District (the “District”) owns and operates a system for the supply, treatment and distribution of water within the service area of the District (the “Water System”); and

WHEREAS, the District desires to finance capital improvements to the Water System by entering into a loan agreement (the “Loan Agreement”), on a private placement basis, with a bank or other financial institution to be selected pursuant to a request for proposals undertaken by District staff (the “Lender”); and

WHEREAS, the District is authorized to borrow amounts for the purpose of financing capital improvements, including the provisions of the County Water District Law of the State of California (constituting Division 12 of the California Water Code, commencing with Section 30000); and

WHEREAS, pursuant to Section 265 of the Internal Revenue Code of 1986 (the “Tax Code”), issuers of not-to-exceed \$10 million of governmental purpose bonds or other obligations may designate such obligations as “bank qualified,” thereby stimulating the demand for said obligations by financial institutions who would otherwise have to disallow the tax-exempt interest paid on such obligations under Section 265 of the Tax Code; and

WHEREAS, Government Code Section 8855(i) requires each local agency to adopt a debt management policy meeting the requirements thereof prior to the issuance and sale of bonds and other long-term obligations, and the Board of Directors has previously adopted a compliant debt management policy for the District; and

WHEREAS, the information required to be obtained and disclosed by the Board of Directors regarding the Loan Agreement pursuant to Government Code Section 5852.1 has been obtained and disclosed in the staff report accompanying this Resolution.

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

Section 1. Approval of Loan and Loan Agreement. The Board of Directors hereby approves the financing of capital improvements to the Water System via entrance into the Loan Agreement with the Lender; provided, that the maximum principal amount of the Loan Agreement shall not exceed \$7,100,000, and the tax-exempt interest rate shall not exceed 2.99% (which interest rate may be subject to increase in the circumstances described in the Loan Agreement).

In furtherance of the foregoing, the Board hereby approves the Loan Agreement between the District and the Lender, in substantially the form on file with the Board, together with any changes therein or additions thereto deemed advisable by the General Manager, in consultation with the District's special counsel, Jones Hall, A Professional Law Corporation, and municipal advisor, Backstrom McCarley Berry & Co., LLC. The Board of Directors hereby authorizes and directs the General Manager to execute the final form of the Loan Agreement for and in the name of the District.

Section 2. Bank Qualification. The Board of Directors hereby designates the Loan Agreement as "bank qualified" for purposes of Section 265(b)(3) of the Tax Code.

Section 3. Professional Services. In connection with the financing transaction described in this Resolution, the firm of Backstrom McCarley Berry & Co., LLC has previously been designated to serve as municipal advisor to the District, and the firm of Jones Hall, A Professional Law Corporation, is hereby designated to serve as special counsel to the District. Compensation to said firms shall be contingent upon the successful execution and delivery of the Loan Agreement, and paid from a portion of the proceeds received by the District pursuant thereto.

Section 4. Official Actions. The General Manager, the Board Chair and each other officer of the District are each hereby authorized and directed to execute and deliver such additional certificates, consents and agreements as may be necessary to accomplish the financing of improvements to the Water System as contemplated by this Resolution, including with respect to the District's agreements with the California Infrastructure and Economic Development Bank (IBank) and JPMorgan Chase Bank, which will remain outstanding on a parity basis. Whenever in this Resolution any officer of the District is directed to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer is absent or unavailable.

Section 5. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 8th day of February, 2022, by the following vote of the Board:

AYES:

NOES:

ABSENT:

Robert Feldman, President
Board of Directors

ATTEST:

Mary Rogren, General Manager
Secretary of the District

LOAN AGREEMENT

This LOAN AGREEMENT (this “Loan Agreement”), dated March __, 2022, is between _____, as lender (the “Lender”), and the COASTSIDE COUNTY WATER DISTRICT, a county water district duly organized and existing under the County Water District Law of the State of California, as borrower (the “District”).

BACKGROUND:

1. The District owns and operates a system for the supply, treatment and distribution of water within the service area of the District (as further defined herein, the “System”).

2. In order to provide funds to finance capital improvements to the System, the District has determined to borrow the amount of \$_____ from the Lender under this Loan Agreement and to make loan repayments (the “Loan Repayments”) to the Lender, to be secured by a pledge of and lien on the Net System Revenues as set forth in this Loan Agreement, which pledge and lien shall be on a parity with the 2011 IBank ISA, the 2016 IBank ISA, and the 2018 Loan Agreement (as such terms are defined herein).

3. The District is authorized to enter into this Loan Agreement and to borrow amounts hereunder for the foregoing purposes under the laws of the State of California, including the provisions of the County Water District Law of the State of California (constituting Division 12 of the California Water Code, commencing with Section 30000).

AGREEMENT:

In consideration of the foregoing and the material covenants hereinafter contained, the District and the Lender formally covenant, agree and bind themselves as follows:

ARTICLE I DEFINITIONS AND APPENDICES

SECTION 1.1. *Definitions.* All terms defined in this Section 1.1 have the meanings herein specified for all purposes of this Loan Agreement.

“Average Annual Debt Service” means, as of the date of any calculation, the sum obtained for the current and all future Fiscal Years during the Term of this Loan Agreement by totaling the aggregate amount of (i) the Loan Repayments coming due in such Fiscal Years, and (ii) the principal and interest coming due and payable in such Fiscal Years on all existing and proposed Parity Debt, including in each case the principal amounts coming due and payable by operation of mandatory sinking fund redemption, and dividing such sum by the total number of Fiscal Years from and including the current Fiscal Year through the Term of this Loan Agreement. There shall be excluded from such calculation any

principal of and interest on any obligations which have been defeased or discharged, or for the payment of which a security deposit has been posted.

“Bond Counsel” means (a) Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys of nationally recognized expertise with respect to legal matters relating to obligations the interest on which is excludable from gross income under Section 103 of the Tax Code.

“Closing Date” means the date of execution and delivery of this Loan Agreement by the District and the Lender.

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(i) on the date when the District files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have occurred;

(ii) on the date when the Lender notifies the District that it has received a written opinion from Bond Counsel to the effect that an Event of Taxability has occurred, which notice shall be accompanied by a copy of such opinion of Bond Counsel, unless, within 180 days after receipt by the District of such notification and copy of such opinion from the Lender, the District shall deliver to the Lender a ruling or determination letter issued to or on behalf of the District by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(iii) on the date when the District shall be advised in writing by the Commissioner or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon any review or audit or upon any other ground whatsoever, an Event of Taxability has occurred; or

(iv) on the date when the District shall receive notice from the Lender that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed the interest on the Loan Repayments as includable in the gross income of the Lender due to the occurrence of an Event of Taxability, provided that the Lender has provided a copy of document(s) received from the Internal Revenue Service to the District; *provided, however,* that no Determination of Taxability shall occur under subparagraph (iii) or subparagraph (iv) above unless the District has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; *provided further, however,* that upon demand from the Lender following an event listed in subparagraphs (i), (ii), (iii) or (iv), the District shall reimburse the Lender for any payments, including any taxes, interest, penalties or other charges, Lender shall be obligated to make to the Internal Revenue Service as a result of the Determination of Taxability.

“District” means the Coastside County Water District, a county water district formed under the County Water District Law of the State of California (constituting Division 12 of the California Water Code, commencing with Section 30000).

“Enterprise Fund” means the water enterprise fund established by the District and in which all System Revenues are deposited and maintained by the District pursuant to the 2011 IBank ISA, the 2016 IBank ISA, the 2018 Loan Agreement and this Loan Agreement, and in which the Lender has a certain security interest pursuant to the terms of this Agreement. The District’s Enterprise Fund is composed of the funds received from the water production, storage, treatment, transmission, distribution and delivery services provided to the District’s customers.

“Event of Default” means any of the events of default as defined in Section 5.1.

“Event of Taxability” means any action taken or not taken by the District which has the effect of causing interest paid or payable on the Loan Repayments to be includable, in whole or in part, in the gross income of the holder of the Loan Repayments for federal income tax purposes.

“Federal Securities” means any direct general non-callable obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), or obligations the timely payment of principal of and interest on which are directly guaranteed by the United States of America.

“Fiscal Consultant” means any consultant or firm of such consultants appointed by the District and who, or each of whom: (a) is judged by the District to have experience in matters relating to the financing of water system enterprises; (b) is in fact independent and not under domination of the District; (c) does not have any substantial interest, direct or indirect, with the District other than as purchaser of any debt obligations of the District; and (d) is not connected with the District as an officer or employee of the District, but who may be regularly retained to make reports to the District.

“Fiscal Year” means each twelve-month period during the Term of this Loan Agreement commencing on July 1 in any calendar year and ending on June 30 in the next succeeding calendar year, or any other twelve-month period selected by the District as its fiscal year period.

“IBank” means the California Infrastructure and Economic Development Bank, and its successors or assigns.

“Lender” means _____, and its successors or assigns.

“Loan” means the loan made by the Lender to the District in the aggregate principal amount of \$_____ under Section 3.1.

“Loan Agreement” means this Loan Agreement dated as of March __, 2022, between the Lender and the District, as may be amended in accordance with the terms hereof.

“Loan Repayment Date” means October 1, 2022, and each succeeding April 1 and October 1 until repayment of the Loan in full.

“Loan Repayments” means all payments required to be paid by the District under Section 3.4, including any prepayment thereof under Section 6.1.

“Net System Revenues” means, for any Fiscal Year, all System Revenues received by the District for such Fiscal Year, less the Operations and Maintenance Costs for such Fiscal Year.

“Operations and Maintenance Costs” means the reasonable and necessary costs paid or incurred by the District for maintaining and operating the System, determined in accordance with generally accepted accounting principles, consistently applied, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all administrative costs of the District that are charged directly or apportioned to the operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits and licenses to operate the System and insurance premiums, and including all other reasonable and necessary costs of the District or charges required to be paid by it to comply with the terms hereof or of any Parity Debt Instruments, but excluding, in all cases depreciation, replacement and obsolescence charges or reserves therefor and amortization of intangibles. For clarity, “Operations and Maintenance Costs” do not include debt service payable on obligations incurred by the District with respect to the System, including but not limited to the Loan and any Parity Debt.

“Parity Debt” means (a) the District’s obligations under the 2011 IBank ISA, (b) the District’s obligations under the 2016 IBank ISA, (c) the District’s obligations under the 2018 Loan Agreement, and (d) any bonds, notes or other obligations of the District payable from and secured by a pledge of and lien of Net System Revenues on a parity with the Loan Repayments, which are issued or incurred by the District in accordance with Section 4.7.

“Parity Debt Instruments” means (a) the 2011 IBank ISA, (b) the 2016 IBank ISA, (c) the 2018 Loan Agreement, and (d) any other documents authorizing any Parity Debt hereafter issued or incurred by the District in accordance with Section 4.7.

“Project Fund” means the fund of such name held by the District for the payment of project costs financed by this Loan Agreement.

“System” means the entire water production, storage, treatment, transmission, distribution, and delivery system owned or operated by the District, including but not limited to all facilities, properties, works and improvements at any time owned, operated or determined to be part of the System by the District for the production, storage, treatment, transmission, distribution, and delivery of water within the service area of the District, together with all necessary lands, rights, entitlements and other property useful in connection therewith, together with all extensions thereof and improvements or additions thereto hereafter acquired, constructed or installed by the District.

“System Revenues” means, for each Fiscal Year, all gross income and revenue received or receivable by the District from the ownership or operation of the System,

determined in accordance with generally accepted accounting principles, consistently applied, including all rates, fees and charges (including connection fees and charges) received by the District for the services of the System, and all other income and revenue howsoever derived by the District from the ownership or operation of the System or arising from the System, and also including all legally available income from the deposit or investment of any money in the Enterprise Fund or any rate stabilization fund, and the proceeds of any taxes, but excluding in all cases any refundable deposits made to establish credit, and advances or contributions in aid of construction.

“Taxable Rate” means ____%.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published thereunder.

“Term of this Loan Agreement” or “Term” means the time during which this Loan Agreement is in effect, as provided in Section 3.3.

“2011 IBank ISA” means the Enterprise Fund Installment Sale Agreement, by and between the District and IBank, dated as of October 10, 2011, Agreement No. CIEDB-11-099, as amended and restated as of March 1, 2014, Agreement No. CIEDB-B14-099.

“2016 IBank ISA” means the Installment Sale Agreement, dated as of May 1, 2016, by and between the District and IBank, Agreement No. ISRF 16-111.

“2018 Loan Agreement” means the Loan Agreement, dated as of July 23, 2018, by and between the District and JPMorgan Chase Bank, N.A.

SECTION 1.2. *Appendix A.* The following Appendix is attached to, and by reference made a part of, this Loan Agreement:

APPENDIX A: The schedule of Loan Repayments to be paid by the District during the Term.

ARTICLE II REPRESENTATIONS, WARRANTIES AND COVENANTS

The District represents, warrants and covenants to the Lender as follows:

- (a) Due Organization and Existence. The District is a county water district, duly organized and existing under the County Water District Law (being Section 30000 et seq. of the Water Code of the State of California).
- (b) Authorization. The District is authorized under the laws of the State of California to enter into this Loan Agreement, to enter into the

transactions contemplated hereby and to carry out its obligations hereunder, and the Board of Directors of the District has duly adopted its resolution authorizing the execution and delivery of this Loan Agreement.

- (c) No Violations. Neither the execution and delivery of this Loan Agreement, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrances whatsoever upon any of the property or assets of the District, other than as set forth herein.
- (d) Prior Indebtedness. The District has not issued or incurred any obligations which are currently outstanding having any priority in payment out of the System Revenues or Net System Revenues over the payment of the Loan Repayments. The 2011 IBank ISA, the 2016 IBank ISA, and the 2018 Loan Agreement are secured by a pledge of Net System Revenues on a parity basis with the pledge in favor of the Lender under this Loan Agreement.
- (e) Financial Condition. The financial statements of the District for the year ended June 30, 2021, supplied to the Lender (i) were prepared in accordance with generally accepted accounting principles, consistently applied, and (ii) fairly present the District's financial condition as of the date of the statements. Other than as described in such financial statements or otherwise disclosed to the Lender, there has been no material adverse change in the District's financial condition subsequent to June 30, 2021.
- (f) No Financial Advisory or Fiduciary Relationship. The District represents, warrants and acknowledges that: (i) the transaction contemplated herein is an arm's length commercial transaction among the District and the Lender and its affiliates, (ii) in connection with such transaction, the Lender and its affiliates are acting solely as a principal and not as an advisor including, without limitation, a "Municipal Advisor" as such term is defined in Section 15B of the Securities and Exchange Act of 1934, as amended, and the related final rules (the "Municipal Advisor Rules"), agent or a fiduciary of the District, (iii) the Lender and its affiliates are relying on the bank exemption in the Municipal Advisor Rules, (iv) the Lender and its affiliates have not provided any advice or assumed any advisory or fiduciary responsibility in favor of the District with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (whether or not the Lender, or any affiliate of the Lender, has provided other services or advised, or is currently providing other services or advising the District on other matters), (v) the Lender and its affiliates have financial and other

interests that differ from those of the District, and (vi) the District has consulted with their own financial, legal, accounting, tax and other advisors, as applicable, to the extent it deemed appropriate.

ARTICLE III TERMS OF THE LOAN

SECTION 3.1. *Obligation to Make Loan; Amount of Loan.* The Lender hereby agrees to lend to the District, and the District hereby agrees to borrow from the Lender, the Loan in the amount of \$_____ under the terms and provisions set forth in this Loan Agreement.

SECTION 3.2. *Application of Loan Proceeds.*

(a) Transfers to Project Fund and Costs of Issuance. The Lender hereby agrees on the Closing Date to wire:

(i) \$_____ to the District for deposit into the Project Fund; and

(ii) \$_____, constituting the remainder of the proceeds of the Loan, to the payees set forth in a written certificate signed by an authorized officer of the District and delivered to the Lender, as costs of issuance of the Loan Agreement.

(b) Payment of Fees. The fees and disbursements of counsel to the District, the fees and disbursements of the placement agent, fees of the California Debt and Investment Advisory Commission ("CDIAC"), fees of Lender's counsel, and other miscellaneous expenses of the District incurred in connection with this Loan Agreement (if any) shall all be the obligation of the District. The Lender shall have no responsibility for any expenses incurred by the District associated with this Loan Agreement, including, but not limited to, the expenses identified above as the obligation of the District.

(c) Use of Project Fund. All money deposited in the Project Fund shall be used by the District for the payment of the costs of the acquisition and construction of capital improvements to the System (or for making reimbursements to the District for such costs previously paid by the District), including payment of costs incidental to or connected with such acquisition and construction. The District shall maintain records of each withdrawal from the Project Fund. Upon completion of the capital improvements to the System to be financed by this Loan Agreement, as determined in the sole discretion of the District, amounts remaining in the Project Fund (if any) shall be withdrawn from the Project Fund and used to pay the Loan Repayments and/or Parity Debt.

SECTION 3.3. *Term.* The Term of this Loan Agreement commences on the Closing Date, and ends on the date on which the Loan is paid in full or provision for such payment is made as provided herein.

SECTION 3.4. *Loan Repayments.*

(a) Obligation to Pay. The District hereby agrees to repay the Loan to the Lender in the aggregate principal amount of \$_____, together with interest on the unpaid principal balance thereof.

(b) Payments. Interest on the unpaid principal balance of the Loan shall be calculated at a rate of interest of ___% on the basis of a 360-day year of twelve 30-day months, and the Loan Repayments shall be payable in semi-annual Loan Repayments on Loan Repayment Dates in the amounts set forth on Appendix A.

(c) Default Rate. If an Event of Default under this Loan Agreement occurs, the District agrees to pay amounts due the Lender with interest thereon, to the extent permitted by law, from the occurrence thereof to the applicable date of payment at the rate of ___% per annum.

(d) Taxable Rate. From and after an Event of Taxability, following a Determination of Taxability, the Loan shall bear interest at the Taxable Rate.

(e) Optional Prepayment; Security Deposit. The Loan Repayments may be optionally prepaid and/or a security deposit may be made by the District with respect to some or all of the Loan Repayments in accordance with Article VI.

SECTION 3.5. *Nature of District's Obligations.*

(a) Special Obligation. The District's obligation to pay the Loan Repayments is a special obligation of the District limited solely to the Net System Revenues. Under no circumstances is the District required to advance moneys derived from any source of income other than the Net System Revenues for the payment of the Loan Repayments, and no other funds or property of the District are liable for the payment of the Loan Repayments. Notwithstanding the foregoing provisions of this Section, however, nothing herein prohibits the District voluntarily from making any payment hereunder from any source of available funds of the District.

(b) Obligations Absolute. The obligation of the District to pay the Loan Repayments from the Net System Revenues and the obligation of the District to perform and observe the other agreements contained herein, are absolute and unconditional and are not subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach of the District or the Lender of any obligation to the District or otherwise with respect to the System, whether hereunder or otherwise, or out of indebtedness or liability at any time owing to the District by the Lender. Until such time as all of the Loan Repayments have been fully paid or prepaid, the District:

- (i) will not suspend or discontinue payment of any Loan Repayments,
- (ii) will perform and observe all other agreements contained in this Loan Agreement, and
- (iii) will not terminate this Loan Agreement for any cause, including, without limiting the generality of the foregoing, the occurrence of any acts or circumstances that may constitute failure of consideration,

eviction or constructive eviction, destruction of or damage to the System, sale of the System, the taking by eminent domain of title to or temporary use of any component of the System, commercial frustration of purpose, any change in the tax or other laws of the United States of America or the State of California or any political subdivision of either thereof or any failure of the Lender to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement.

SECTION 3.6. *Pledge and Application of Net System Revenues.*

(a) Pledge. All of the Net System Revenues are hereby irrevocably pledged to the punctual payment of the Loan Repayments, on a parity with the pledge and lien which secures all Parity Debt. The Net System Revenues may not be used for any other purpose so long as the Loan Repayments remain unpaid; except that out of the Net System Revenues there may be apportioned such sums, for such purposes, as are expressly permitted by this Section 3.6.

Pursuant to Section 5451 of the Government Code of the State of California, the pledge of the Net System Revenues by the District for the repayment of the principal and interest components of the Loan Repayments constitutes a first lien and security interest which immediately attaches to the Net System Revenues, and is effective and binding against the District and its successors and creditors and all others asserting rights therein irrespective of whether those parties have notice of the pledge, irrespective of whether such amounts are or may be deemed to be a fixture and without the need for physical delivery, recordation, filing or further act.

(b) Deposit of System Revenues; Transfers to Make Loan Repayments. The District has heretofore established a special fund designated the "Enterprise Fund," which the District agrees to continue to maintain so long as any Loan Repayments remain unpaid. The District shall continue to deposit all System Revenues in the Enterprise Fund promptly upon the receipt thereof. All System Revenues will be held by the District in the Enterprise Fund in trust for the benefit of the Lender and for the benefit of the holders of Parity Debt, subject to the prior application thereof for Operations and Maintenance Costs. The District shall apply amounts in the Enterprise Fund as set forth in this Loan Agreement, and in the Parity Debt Instruments. The District shall apply amounts on deposit in the Enterprise Fund to pay when due the following amounts in the following order of priority:

- (i) all Operations and Maintenance Costs;
- (ii) the Loan Repayments, and all payments of principal of and interest on any Parity Debt;
- (iii) any other payments required to comply with the provisions of this Loan Agreement, and the Parity Debt Instruments; and
- (iv) any other purposes authorized under subsection (d) of this Section.

(c) No Preference or Priority. Payment of the Loan Repayments and the principal of and interest on any Parity Debt shall be made without preference or priority. If the amount of Net System Revenues on deposit in the Enterprise Fund is any time insufficient to enable the District to pay when due the Loan Repayments and the principal of and/or interest on any Parity Debt, such payments shall be made by the District on a pro rata basis.

(d) Other Uses Permitted. The District shall manage, conserve and apply the System Revenues in such a manner that all deposits required to be made under the preceding provisions of this Section 3.6 will be made at the times and in the amounts so required. Subject to the foregoing sentence and Section 4.7, so long as no Event of Default has occurred and is continuing hereunder, the District may at any time and from time to time use and apply the System Revenues for (i) the acquisition and construction of improvements to the System; (ii) the prepayment of any Parity Debt to the extent permitted by the applicable Parity Debt Instruments, or (iii) any other lawful purpose of the District.

ARTICLE IV COVENANTS OF THE DISTRICT

SECTION 4.1. *Release and Indemnification Covenants.* The District shall indemnify and hold the Lender and its officers, agents, successors and assigns harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of the following:

- (a) the use, maintenance, condition or management of, or from any work or thing done on or about the System by the District,
- (b) any breach or default on the part of the District in the performance of any of its obligations under this Loan Agreement,
- (c) any intentional misconduct or negligence of the District or of any of its agents, contractors, servants, employees or licensees with respect to the System, and
- (d) any intentional misconduct or negligence of any lessee of the District with respect to the System.

No indemnification is made under this Section 4.1 or elsewhere in this Loan Agreement for willful misconduct, gross negligence, or breach of duty under this Loan Agreement by the Lender, its officers, agents, employees, successors or assigns. The provisions of this Section shall survive the termination of this Loan Agreement.

SECTION 4.2. *Sale or Eminent Domain of System.* Except as provided herein, the District covenants that the System will not be encumbered, sold, leased, pledged, any charge placed thereon, or otherwise disposed of, as a whole or substantially as a whole if such encumbrance, sale, lease, pledge, charge or other disposition would materially impair the ability of the District to pay the Loan Repayments or would materially adversely affect its ability to comply with the terms of this Loan Agreement

and the Parity Debt Instruments. The District shall not enter into any agreement which impairs the operation of the System or any part of it necessary to secure adequate Net System Revenues to pay the Loan Repayments or any Parity Debt, or which otherwise would impair the rights of the Lender with respect to the Net System Revenues. If any substantial part of the System is sold, the payment therefor must either (a) be used for the acquisition or construction of improvements and extensions or replacement facilities or (b) be applied to prepay or fund a security deposit for the Loan Repayments and any Parity Debt.

Any amounts received as awards as a result of the taking of all or any part of the System by the lawful exercise of eminent domain, if and to the extent that such right can be exercised against such property of the District, shall either (a) be used for the acquisition or construction of improvements and extension of the System, or (b) be applied to prepay or fund a security deposit for the Loan Repayments and any Parity Debt.

SECTION 4.3. *Insurance.* The District shall at all times maintain with responsible insurers all such insurance on the System as is customarily maintained with respect to works and properties of like character against accident to, loss of or damage to the System. If any useful part of the System is damaged or destroyed, such part shall be restored to usable condition. All amounts collected from insurance against accident to or destruction of any portion of the System shall be used to repair or rebuild such damaged or destroyed portion of the System, and to the extent not so applied, shall be applied to pay the Loan Repayments or any Parity Debt in the manner provided in this Loan Agreement and the Parity Debt Instruments. The District shall also maintain, with responsible insurers, worker's compensation insurance and insurance against public liability and property damage to the extent reasonably necessary to protect the District and the Lender. Any insurance required to be maintained hereunder may be maintained by the District in the form of self-insurance or in the form of participation by the District in a program of pooled insurance.

SECTION 4.4. *Records and Accounts; Audited Financials; Budget.* The District shall keep proper books of records and accounts of the System, separate from all other records and accounts, in which complete and correct entries are made of all transactions relating to the System. Said books shall, upon prior request, be subject to the reasonable inspection of the Lender. The District shall cause the books and accounts of the System to be audited annually by an independent certified public accountant or firm of certified public accountants, not more than 270 days after the close of each Fiscal Year, and shall furnish a copy of such report to the Lender; provided, that the audit of the accounts of the System may be included as part of a general District-wide audit. In addition, the District shall provide to the Lender (a) a copy of the District's annual budget, as adopted or amended, within 30 days of such adoption or amendment and (b) in a reasonably timely manner, such other financial or operational information of the District as requested by the Lender from time-to-time (for example, long-term capital improvement plans).

SECTION 4.5. *Rates and Charges.* The District shall fix, prescribe, revise and collect rates, fees and charges for the services and facilities furnished by the System during each Fiscal Year which are sufficient to yield Net System Revenues which are at least equal to 120% of the Loan Repayments and the principal of and interest on all outstanding Parity Debt coming due and payable during such Fiscal Year.

SECTION 4.6. *No Priority for Additional Obligations; Compliance with Parity Debt Instruments.* The District may not issue or incur any bonds or other obligations having any priority in payment of principal or interest out of the Net System Revenues over the Loan Repayments. The District shall observe and perform all of the covenants, agreements and conditions on its part required to be observed and performed under the Parity Debt Instruments. The District shall not take or omit to take any action within its control which would, or which if not corrected with the passage of time would, constitute an event of default under any Parity Debt Instruments.

SECTION 4.7. *Issuance of Additional Parity Debt.* The District may not issue or incur any bonds or other obligations having any priority in payment of principal or interest out of the Net System Revenues over the Loan Repayments. In addition, except for obligations incurred to post a security deposit for the Loan Repayments, the District may not issue or incur any Parity Debt unless:

- (a) The District is not then in default under the terms of this Loan Agreement.
- (b) The amount of Net System Revenues as shown by the books of the District for the latest Fiscal Year for which audited financial statements are available, or as shown by the books of the District for any more recent 12-month period selected by the District, are at least equal to 120% of Average Annual Debt Service. For purposes of determining the amount of Net System Revenues under this subsection (b), such amount may be increased by any or all of the following amounts as determined by the District:
 - (i) an allowance for Net System Revenues from any additions or improvements to or extensions of the System to be made by the District during the 36 month period following the issuance of such Parity Debt, in an amount equal to 90% of the estimated additional average annual Net System Revenues to be derived from all properties which are improved with a structure the construction of which has been completed prior to the date of issuance of such Parity Debt and to which service will be provided by such additions, improvements and extensions, all as shown by the certificate or opinion of a Fiscal Consultant; and
 - (ii) an allowance for Net System Revenues arising from any increase in the charges made for service from the System which has become effective prior to the incurring of such Parity Debt but which was not in effect during the Fiscal Year or other 12-month period described above, in an amount equal to the total amount by which the Net System Revenues would

have been increased if such increase in charges had been in effect during the whole of such Fiscal Year or other 12-month period, all as shown by the certificate or opinion of a Fiscal Consultant.

- (c) All conditions to the issuance of such Parity Debt as set forth in the Parity Debt Instruments shall be met, and the District shall file with the Lender a written certificate to such effect, signed on behalf of the District by an authorized officer of the District.

SECTION 4.8. *Assignment by the Lender.* The Lender has the right to assign its interests herein, but no such assignment will be effective as against the District unless and until the Lender provides the District written notice thereof. The District shall pay all Loan Repayments hereunder under the written direction of the Lender named in the most recent assignment or notice of assignment provided to the District. During the Term of this Loan Agreement, the District shall keep a complete and accurate record of all such notices of assignment.

SECTION 4.9. *Assignment by the District.* Neither the Loan nor this Loan Agreement may be assigned by the District, other than to a public agency which succeeds to the interests of the District in and to the System and which (by operation of law, by contract or otherwise) becomes legally bound to all of the terms and provisions hereof.

SECTION 4.10. *Amendment of this Loan Agreement.* This Loan Agreement may be amended pursuant to a written amendment by and between the District and the Lender.

SECTION 4.11. *Tax Covenants.*

(a) Generally. The District shall not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Loan Repayments to become includable in gross income for federal income tax purposes.

(b) Private Activity Bond Limitation. The District shall assure that the proceeds of the Loan are not so used as to cause the Loan to satisfy the private business tests of section 141(b) of the Tax Code or the private loan financing test of section 141(c) of the Tax Code.

(c) Federal Guarantee Prohibition. The District may not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Loan Repayments to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(d) No Arbitrage. The District may not take, or permit or suffer to be taken, any action with respect to the proceeds of the Loan Repayments which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Loan Repayments to be “arbitrage bonds” within the meaning of Section 148(a) of the Tax Code.

(e) Small Issuer Exemption from Bank Nondeductibility Restriction. The District hereby designates this Loan Agreement for purposes of paragraph (3) of Section 265(b) of the Tax Code and represents that not more than \$10,000,000 aggregate principal amount of obligations the interest on which is excludable (under Section 103(a) of the Tax Code) from gross income for federal income tax purposes (excluding (i) private activity bonds, as defined in Section 141 of the Tax Code, except qualified 501(c)(3) bonds as defined in Section 145 of the Tax Code and (ii) current refunding obligations to the extent the amount of the refunding obligation does not exceed the outstanding amount of the refunded obligation), including this Loan Agreement, has been or will be issued by the District, including all subordinate entities of the District, during the calendar year 2022.

(f) Arbitrage Rebate. The District shall take any and all actions necessary to assure compliance with section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Loan.

(g) Acquisition, Disposition and Valuation of Investments. Except as otherwise provided in the following sentence, the District covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Loan Agreement, or otherwise containing gross proceeds of the Loan (within the meaning of section 148 of the Tax Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Loan Agreement or the Tax Code) at Fair Market Value. Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Tax Code shall be valued at their present value (within the meaning of section 148 of the Tax Code).

For purposes of this subsection (g), the term "Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, (iii) the investment is a United States Treasury Security – State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than 10% beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

ARTICLE V EVENTS OF DEFAULT AND REMEDIES

SECTION 5.1. *Events of Default Defined.* The following are Events of Default under this Loan Agreement:

- (a) Failure by the District to pay any Loan Repayment or other payment required hereunder when due; provided, that if received by the Lender within 3 business days of the due date, there shall be no Event of Default.
- (b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed hereunder, other than as referred to in the preceding clause (a) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the District by the Lender.
- (c) The filing by the District of a voluntary petition in bankruptcy, or failure by the District promptly to lift any execution, garnishment or attachment, or adjudication of the District as a bankrupt, or assignment by the District for the benefit of creditors, or the entry by the District into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the District in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.
- (d) The occurrence of any event of default under and as defined in any of the Parity Debt Instruments.

SECTION 5.2. *Remedies on Default.* Upon the occurrence and during the continuation of an Event of Default, the Lender may, at its option and without any further demand or notice:

- (a) declare all principal components of the unpaid Loan Repayments, together with accrued interest thereon, to be immediately due and payable, whereupon the same will immediately become due and payable; and
- (b) take whatever action at law or in equity may appear necessary or desirable to collect the Loan Repayments then due or thereafter to become due during the Term of this Loan Agreement, or enforce performance and observance of any obligation, agreement or covenant of the District under this Loan Agreement.

The provisions of the preceding clause (a) are subject to the condition that if, at any time after the principal components of the unpaid Loan Repayments have been so declared due and payable under the preceding clause (a), and before any judgment or decree for the payment of the moneys due have been obtained or entered, the District

deposits with the Lender a sum sufficient to pay all principal components of the Loan Repayments coming due prior to such declaration and all matured interest components (if any) of the Loan Repayments, with interest on such overdue principal and interest components calculated at the rate set forth in the applicable provisions of Section 3.4, and a sum sufficient to pay all reasonable costs and expenses incurred by the Lender in the exercise of its rights and remedies hereunder, and any and all other defaults known to the Lender (other than in the payment of the principal and interest components of the Loan Repayments due and payable solely by reason of such declaration) have been made good, then, and in every such case, the Lender shall, by written notice to the District, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent thereon.

SECTION 5.3. *No Remedy Exclusive.* No remedy herein conferred upon or reserved to the Lender is exclusive, and every such remedy is cumulative and in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default impairs any such right or power or operates as a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Lender to exercise any remedy reserved to it in this Article V it is not necessary to give any notice, other than such notice as may be required in this Article V or by law.

SECTION 5.4. *Agreement to Pay Attorneys' Fees and Expenses.* If either party to this Loan Agreement defaults under any of the provisions hereof and the nondefaulting party employs attorneys (including in-house counsel) or incurs other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys (including those of in-house counsel) and such other expenses so incurred by the nondefaulting party.

SECTION 5.5. *No Additional Waiver Implied by One Waiver.* If any agreement contained in this Loan Agreement is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE VI
SECURITY DEPOSIT;
DISCHARGE OF DISTRICT'S OBLIGATIONS

SECTION 6.1. *Security Deposit; Discharge of District's Obligations.* Notwithstanding any other provision of this Loan Agreement, the District may (but is not required to) on any date secure the payment of Loan Repayments in whole or in part, by irrevocably depositing with the Lender, a trustee, escrow agent or other fiduciary an amount of cash which, together with other available amounts, is invested in whole or in part in Federal Securities in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and together with any cash which is so deposited, be fully sufficient to pay all such Loan Repayments when due, as the District instructs at the time of the deposit.

In the event of a security deposit under this Section 6.1 for the payment in full of all remaining Loan Repayments, (i) the District hereby grants a first priority security interest in and lien on the security deposit and all proceeds thereof in favor of the Lender, and (ii) the pledge of Net System Revenues and all other security provided by this Loan Agreement for said obligations will cease and terminate, excepting only the obligation of the District to make, or cause to be made, all of Loan Repayments from such security deposit.

SECTION 6.2. *Optional Prepayment.* Without limiting Section 6.1, the Loan Repayments may be prepaid, in whole or in part, at the option of the District, upon 20 days' prior written notice to the Lender, as follows: _____.

**ARTICLE VII
MISCELLANEOUS**

SECTION 7.1. *Notices; Address for Loan Repayments.* Any notice, request, complaint, demand or other communication under this Loan Agreement shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or by telecopier or other form of telecommunication, at its number set forth below. Notice shall be effective either (a) upon transmission by telecopier or other form of telecommunication, (b) 48 hours after deposit in the United States of America first class mail, postage prepaid, or (c) in the case of personal delivery to any person, upon actual receipt. The Lender or the District may, by written notice to the other, from time to time modify the address or number to which communications are to be given hereunder.

If to the District: Coastside County Water District
766 Main Street
Half Moon Bay, California 94019
Attention: General Manager

If to the Lender: _____

Attention: _____

Loan Repayments shall be made to the following address, or such other address as notified to the District by the Lender in an invoice or other written document:

SECTION 7.2. *Binding Effect.* This Loan Agreement inures to the benefit of and is binding upon the Lender and the District and their respective successors and assigns.

SECTION 7.3. *Severability.* If any provision of this Loan Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

SECTION 7.4. *Further Assurances and Corrective Instruments.* The Lender and the District shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Loan Agreement.

SECTION 7.5. *Execution in Counterparts.* This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 7.6. *Applicable Law.* This Loan Agreement shall be governed by and construed in accordance with the laws of the State of California.

SECTION 7.7. *Captions.* The captions or headings in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Loan Agreement.

SECTION 7.8. *Waiver of Sovereign Immunity.* To the extent permitted by law, the District hereby expressly waives, and agrees not to claim, any sovereign immunity in any suits or judicial proceedings related to or arising out of this Loan Agreement.

SECTION 7.9. *Waiver of Jury Trial.*

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF THE DISTRICT AND THE LENDER IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS LOAN AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. THE DISTRICT FURTHER AGREES THAT, IN THE EVENT OF LITIGATION, IT WILL NOT PERSONALLY OR THROUGH ITS AGENTS OR ATTORNEYS SEEK TO REPUDIATE THE VALIDITY OF THIS SECTION 7.9, AND IT ACKNOWLEDGES THAT IT FREELY AND VOLUNTARILY ENTERED INTO THIS AGREEMENT TO WAIVE TRIAL BY JURY IN ORDER TO INDUCE THE LENDER TO ENTER INTO THIS LOAN AGREEMENT.

(b) To the extent the foregoing waiver of a jury trial is unenforceable under applicable California law, the parties agree to refer, for a complete and final adjudication, any and all issues of fact or law involved in any litigation or proceeding (including all discovery and law and motion matters, pretrial motions, trial matter and post-trial motions up to and including final judgment), brought to resolve any dispute (whether based on contract, tort or otherwise) between the parties hereto arising out of, in connection with or otherwise related or incidental to this Loan Agreement to a judicial referee who shall be appointed under a general reference pursuant to California Code of Civil Procedure Section 638, which referee's decision will stand as the decision of the court. Such judgment will be entered on the referee's statement of judgment in the same manner as if the action had been tried by the court. The parties shall select a single neutral referee, who shall be a retired state or federal judge with at least five years of judicial experience in civil matters; provided that the event the parties cannot agree upon a referee, the referee will be appointed by the court. The fees and expense of any referee appointed in such action or proceeding shall be borne by the party who does not prevail, as determined by the referee.

IN WITNESS WHEREOF, the Lender has caused this Loan Agreement to be executed in its name by its duly authorized officer and the District has caused this Loan Agreement to be executed in its name by its duly authorized officer, as of the date first above written.

_____,
as lender

By: _____

COASTSIDE COUNTY WATER DISTRICT,
as borrower

By: _____
Mary Rogren
General Manager

APPENDIX A

SCHEDULE OF LOAN REPAYMENTS

<u>Loan Repayment Date</u>	<u>Principal Payable</u>	<u>Interest Payable</u>	<u>Total Loan Repayment</u>
--------------------------------	------------------------------	-----------------------------	---------------------------------

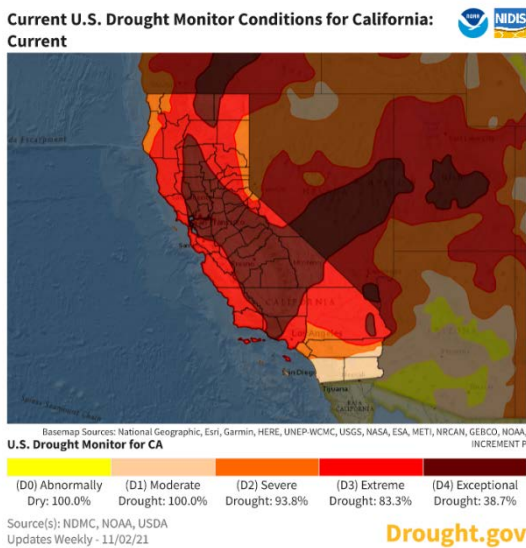
Total

STAFF REPORT

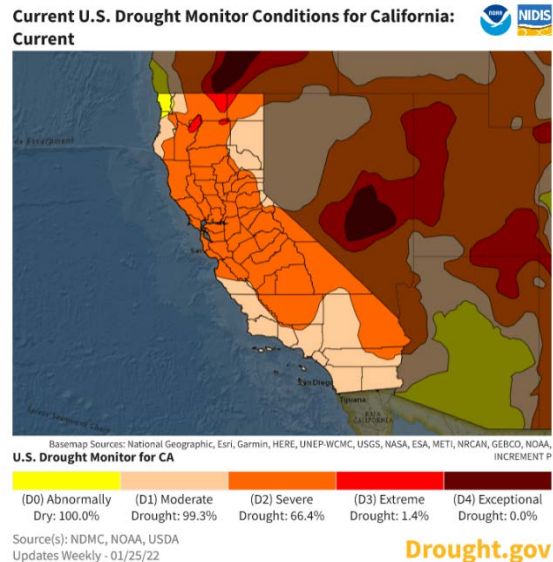
To: Board of Directors
From: Cathleen Brennan, Water Resources Analyst
Agenda: February 8, 2022
Report: February 3, 2022
Subject: Water Shortage Advisory and Public Outreach Update

Background

As of January 1, 2022, the SFPUC implemented water allocations, also known as water budgets, for their wholesale customers. The District’s annual (calendar year 2022) water budget for water purchased from SFPUC is 457,235 hundred cubic feet or 342 million gallons. Governor Newsom’s July 8th Executive (N-10-21) Order calls on all Californians to voluntarily reduce their water use by 15 percent from calendar year 2020. There are mandatory prohibitions on water use adopted on January 4, 2022, by the State Water Resources Control Board (SWRCB). Drought conditions are improving but California is still in a severe drought, which is impacting water supplies statewide.



Status of drought conditions across California in October 2021.



Improved drought conditions across California in January of 2022

The table below provides a timeline of milestones.

Milestones	
4/21/2021	Governor Newsom issued proclamation of state of emergency for the counties impacted the most severely by drought conditions, after two years of below normal precipitation. San Mateo County was not included on this initial proclamation.
4/15/2021	SFPUC requests voluntary 10 percent reduction in irrigation (outdoor) water use starting July 1, 2021. Goal is not to exceed 2019 summer water demand.
5/10/2021	Governor Newsom expanded on the 4/21/2021 proclamation and included more counties.
5/11/2021	The BOD approved Coastside CWD implementing Stage 1 of the District’s WSCP – Water Shortage Advisory
7/8/2021	Governor Newsom’s Executive Order N-10-21 includes San Mateo County and Santa Clara County in the declaration of a drought emergency. Alameda County was already included in the drought emergency. “I call on all Californians to voluntarily reduce their (<i>total</i>) water use by 15 percent from their (CY) 2020 levels.”
7/12/2021	SFPUC revises their request to align with Governor Newsom’s request that total water use be voluntarily reduced by 15 percent from 2020 water usage levels.
8/19/2021	Curtailment order for the Delta Watershed (including the San Joaquin River watersheds) authorized by the State Water Resources Control Board and approved by the Office of Administrative Law on August 19, 2021. https://www.waterboards.ca.gov/drought/delta/
9/26/2021	Warning from BAWSCA of elevated water rationing status from SFPUC. Mandatory rationing request by SFPUC of at least 10 percent as early as late October due to curtailment orders on the SF Bay-Delta tributaries.
11/23/2021	SFPUC declared a water shortage emergency with voluntary measures to meet a 10 percent reduction for wholesale customers, which triggers Tier 1 and Tier 2 allocation agreements. SFPUC retail customers will voluntarily reduce 5 percent.
1/1/2022	Coastside County Water District’s allocation/water budget from SFPUC was implemented as of the first of January 2022.
1/3/2022	SFPUC staff sent the wholesale customers their final monthly allocations for calendar year 2022.
1/4/2022	The SWRCB adopted emergency regulations regarding water conservation to title 23 of the California Code of Regulations.
1/31/2022	Initial Water Supply Availability Estimate received from SFPUC. January turned out to be the driest January on record for precipitation in the Hetch Hetchy Watershed.
2/15/2022	Coastside CWD anticipates it will receive its first report on the status of compliance with SFPUC’s water allocation/water budget for the January billing period.
2/17/2022	SFPUC will provide update on water supply conditions.
3/1/2022	SFPUC will provide update on water supply conditions.
4/15/2022	SPUC should have a better understanding of their water supply conditions for the upcoming fiscal year of 2022-2023.

Report

January was very dry across the state. The first half of February is predicted to be dry also. The table below lists the snow water equivalents by region and statewide. It is predicted that California would need 150% of normal snowpack on April 1st to fill all the critical water supply reservoirs in California.

Statewide Snow Water Content Update		
Region	Percent Normal for February 1 2022	Percent Average for April 1
Stateside Summary	92%	57%
Northern	90%	58%
Central	90%	57%
Southern	95%	56%
Data provided by http://cdec.water.ca.gov/reportapp/javareports?name=DLYSWEQ		

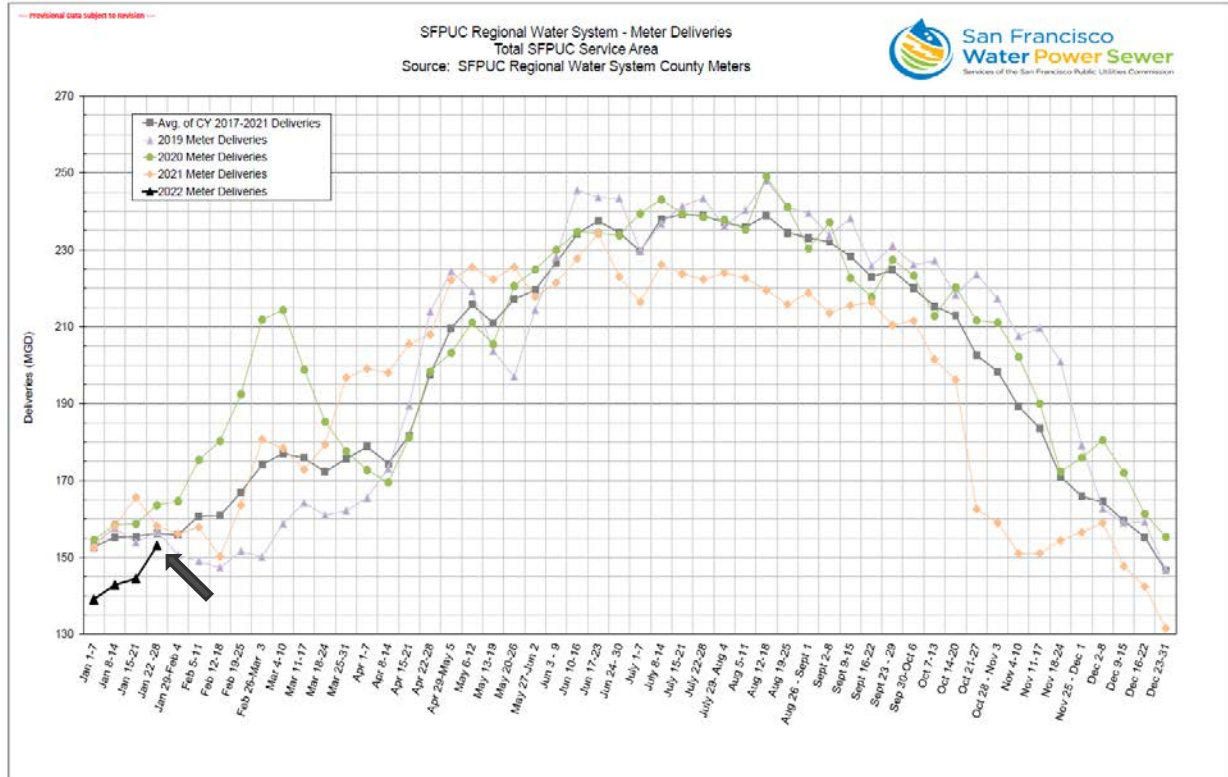
SFPUC Update

The State's curtailment orders on the Tuolumne River (Delta Watersheds) continue to impact SFPUC's ability to manage storage and access the water bank, according to SFPUC. The curtailments are in place due to water quality issues in the San Francisco Bay Delta.

The drought tracking table for Fiscal Year 2021-2022 below was provided by SFPUC. It does show that the Regional Water System (RWS) is reducing water demand compared to FY2019-2020, but in total the RWS has not reached the goal of a 10 percent voluntary reduction.

For the Period July 1- January 28			
CUSTOMER GROUPS	FY2019/2020 AVG. MGD	FY2021/2022 AVG. MGD	% REDUCTION
San Francisco Customers	64.2	54.7	14.9%
Wholesale Customers	138.4	129.8	6.2%
TOTAL	202.6	184.5	9.0%

Total demand increased to 153 MGD during the last week of the month of January for the RWS. One reason may be the lack of precipitation in January resulted in irrigation systems being turned back on.



Outreach

The General Manager and the Water Resources Analyst met with the General Manager of Skylawn Funeral Home and Memorial Park in January to discuss the District's water budget from SFPUC.

STAFF REPORT

To: Coastside County Water District Board of Directors

From: James Derbin, Superintendent of Operations

Agenda: February 8, 2022

Report

Date: February 3, 2022

Subject: Authorize the General Manager to Enter into a Subscription Service Agreement for the Hach Company Water Information Management Solution (WIMS) Software and to Enter into a Professional Services Agreement with Hach for Implementation Services

Recommendation:

Authorize the General Manager to enter into a subscription service agreement for the Hach Company (“Hach”) Water Information Management Solution (“WIMS”) Software and to enter into a professional services agreement with Hach for implementation services for a not to exceed amount of \$56,325, with both agreements being in a final form that is approved by the General Manager.

Background:

The District’s current Operations MS Access database is over 8 years old. This database was initially developed in 2014 by our Senior Treatment operator, Todd Schmidt. Since 2014, Todd has continually built upon, customized, maintained and managed this in-house database solution by himself. No other District staff have the Access database skillset needed to continue to use, further develop and maintain this important dataset.

Staff utilizes this database daily for operational input and data extraction that supports numerous operational and regulatory reporting needs. For example, the weekly production charts and graphs distributed via email and the monthly reports submitted to the Division of Drinking Water are sourced from this Access database that Todd maintains. Although the Access system serves as a critical and reliable database and reporting tool for the District, currently staff continues to utilize excel spreadsheets to manually produce the rainfall, leak, meter installs, sales by category and other production and operational reports. The current Access database has its limitations and is not able to create customized reports and graphs easily.

STAFF REPORT

Agenda: February 8, 2022

Subject: Hach WIMS Software

Page 2

Granted this database has served the District well, staff, Todd included, are recommending the District upgrade the Operations database to a fully supported modern, centralized, and secure solution with many out of the box customizable features, reports, and dashboards. Another key feature of the WIMS centralized database management solution is the ability to integrate this system to leverage SCADA historian trend data and other District databases. Upgrading to a fully supported centralized database management system will allow staff to be able to dig deeper into the water system and treatment performance data to help support long and short term well balanced thoughtful infrastructure decisions based on data.

Staff is also concerned that relying on a single staff member to support such a crucial database puts the District at significant risk. Now that the District has collected over 8 years of operational data, staff see the value in preserving and further leveraging this valuable data. After staff took significant time evaluating potential long term database management solutions, there is unanimous agreement that the Hach WIMS solution best suits the District's current and future long range central operations database needs. Staff has compiled a detailed matrix comparing the current Access system with the Hach WIMS system. See Attachment A: Hach WIMS Overview and Justification.

Hach is an international corporation that produces, sells, and supports a variety of high-quality tools used for analyzing water and wastewater in a variety of industries. The District currently sources online turbidimeters at the water treatment plants, and the majority of the field and benchtop analytical instrumentation from Hach. District staff have found Hach to be responsive and timely to our requests for technical support.

Staff recommends the District contract with Hach for WIMS licensing setup, data migration and training due to their expertise, reputation, and unparalleled product support. The \$56,325 cost includes:

- \$ 9,150 Annual Subscription for Software
- \$ 37,175 Implementation Services
- \$ 10,000 Training

See Attachment B: Hach Quotation

Attachment A

Hach WIMS Overview and Justification

Coastside County Water District—January 2022

Overview

Hach Water Information Management Solution (WIMS) software will bring together data from across our system manually and automatically in one central, secure database—providing tools for more improved and comprehensive reporting, analysis, troubleshooting, and monitoring.

WIMS will help CCWD staff more easily see a complete picture of our water system in order to save time & money and to increase our capacity to make informed operational decisions with confidence.

Summary of Advantages in Switching to Hach WIMS

- Increased efficiency: decreased staff time spent gathering, processing, storing and sharing data
- More complete data: streamlined data collection from all District sites and types of data sources in one central location
- Increased resiliency: Supported by excellent Hach technical support staff so less dependent on any one staff member to keep the system functioning.
- Improved access: customizable access to pertinent data for all CCWD employees through the development of customizable, real time reports and dashboards
- Increased accuracy: automatically flag data irregularities of concern for subsequent correction and/or a more timely response to any underlying issues, if necessary.
- Increased functionality: spend less time managing data and developing tools from scratch—and more time using the wider data set to improve system performance and operations.

SUMMARY OF EXISTING vs PROPOSED DATA MANAGEMENT SYSTEMS

	Existing Data Management System	Proposed Hach WIMS (Water Information Management Solution)
Background	<ul style="list-style-type: none">• Database developed/programmed in-house beginning in 2014 using Microsoft Access• Used to track, store, analyze and report data gathered at Nunes, Denniston, CSP, Pilarcitos Wells, Denniston Wells, Distribution sample stations, storage tanks, pump stations, contract lab water quality results	<ul style="list-style-type: none">• Used by over 2,000 water and wastewater utilities in the U.S. for data collection, management, analysis, and reporting.

Existing System

Proposed

Set-up/Specifications	Existing System	Proposed
Set-up/Specifications	<ul style="list-style-type: none"> • The single database file lives on the terminal server in the main office. Operators log onto the server using remote desktop applications to open the database and then manually enter information from desktop workstations at Nunes, Denniston, CSP and the shop. • Historians were added to current SCADA systems with the upgrade to Ignition SCADA software in early 2020. • Built in-house so extremely customized to CCWD needs, but CCWD is also therefore very dependent on individual staff members to develop, troubleshoot, and maintain the database and data collection systems. 	<ul style="list-style-type: none"> • Customizable, but no need to build everything from scratch since the software is designed for use by water and wastewater utilities • SQL based • CCWD would pay annual fees for a defined number of users to be able to log-in to see/enter data from any location • Backed by Hach’s excellent technical support for it’s products if any issues arise • All currently stored data would be migrated to the new Hach SQL database as part of the initial set-up fees.
Data Sources/Data Entry	<ul style="list-style-type: none"> • Data is written on paper (in the field or at the treatment plants) and later entered manually into the database at desktop workstations. • A limited set of water quality data from contract labs is read from PDF files and entered manually into the database. • No capability to enter data from the field or from hand held devices (phones or tablets). • When it is desired to track/store new pieces of information, the associated tables, queries, reports and electronic data entry forms are programmed into the Microsoft Database in-house. • No interfaces with District SCADA systems. Desired SCADA data is read and recorded on paper, then manually entered in the current database. 	<ul style="list-style-type: none"> • Web-based, no software to install. • Automatic data backups and software upgrades in addition to ongoing tech support • Data stored on Hach’s servers • Data entry/access anytime, anywhere with internet connection. Data can also be entered offline and uploaded once internet access is restored. • Quote includes development of interfaces to automatically retrieve key SCADA data from Nunes, Denniston and Main Street SCADA historians. • Quote includes development of a system to automatically upload CSV files with water quality data generated from contract labs
Reports	<ul style="list-style-type: none"> • Reports—both internal and state-required—have been designed and built from scratch over the years. Reports or groups of reports are generated by clicking the appropriate on-screen button. • New reports and pop-up informational forms are programmed in-house as needed. 	<ul style="list-style-type: none"> • The Hach WIMS software comes pre-loaded with the templates for CA state and regulatory reports and can automatically populate them with data from our lab and process instruments, our SCADA system,

Existing System

Proposed

		<p>handheld devices—as well as data that has been manually entered.</p> <ul style="list-style-type: none"> • The development of all reports currently required by state regulators is included in the quoted set-up fees. • Quote includes training in the development of customized reports utilizing user-friendly interfaces. • Receive automatically scheduled reports on-screen, printed, or delivered by email
Data Analysis/Accessibility	<ul style="list-style-type: none"> • Back-end queries can be created and run by the database manager to generate Excel files with useful historical data for unique reports and data analysis. • Specific data sets outside of programmed reports are not easily accessible to other CCWD employees. 	<ul style="list-style-type: none"> • Data from all aspects of district operations can be made easily available to anyone in the district via customizable dashboards—each person can set up easy access to current data, trends, and reports that are relevant specifically to them. • A defined set of must have reports is included in the report. • Quote includes training of all staff in leveraging the database to create custom reports and dashboards for easy access to current data
Costs	<ul style="list-style-type: none"> • Hundreds of hours/year of in-house labor for database maintenance, design and programming • No non-labor costs since initial development in 2014 	<ul style="list-style-type: none"> • CCWD pays fees of \$56,325 the first year for set-up, subscriptions and training • Ongoing annual subscription payments of \$9,150. Subscription fees are subject to annual percentage increases.

ATTACHMENT B - HACH QUOTE



Be Right™

Quotation

Quote Number: 100699158v3

Use quote number at time of order to ensure that you receive prices quoted

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Date: 21-Jan-2022

Quote Expiration: 21-Feb-2022

COASTSIDE COUNTY WATER DIST
WATER TREATMENT PLANT
766 MAIN ST
HALF MOON BAY, CA 94019-1995

Name: Todd Schmidt
Phone: 650 554 1239
Email: tschmidt@coastsidewater.org

Customer Account Number : 107117

Sales Contact: John Hatcher Email: john.hatcher@hach.com Phone: 510-909-1561

PRICING QUOTATION

Line	Part Number	Description	Qty	Net Unit Price	Extended Price
SOFTWARE (Annual Subscription Cost)					
1	DM_WIMS-ON FRST	First OnLine Named User includes 200MB, 1 facility	1	2,800.00	2,800.00
2	DM_WIMS-ON-ADDL	WIMS Online Additional Named User	5	750.00	3,750.00
3	DM_WIMS-ON-SCDA	WIMS Online Standard SCADA Interface	2	1,300.00	2,600.00
4	WM-ONLINE	KTO: WM ONLINE SOFTWARE	1	0.00	0.00
				Subtotal	\$ 9,150.00
SERVICES					
5	DM_WIMS-SERVICES	WIMS Services	143	225.00	32,175.00
6	DM_INT-STRTUP	Configuration and installation of standard interfaces.	2	2,500.00	5,000.00
7	NOSHIPOPENPROJ	KEEPS ORDER OPEN FOR WIMS PROJECT DO NOT SHIP ITEM	1	0.00	0.00
				Subtotal	\$ 37,175.00
TRAINING					
8	DM_WIMS-OSTRN-3DAY	Onsite Services Three Day (concurrent) – Project Manager	1	10,000.00	10,000.00
				Subtotal	\$ 10,000.00
				Grand Total	\$ 56,325.00

NOTE 1:

Scope of work to be discussed at project kickoff. After this scope is refined and agreed to by both parties (customer and Hach), document is signed by Hach and Customer at project inception and again after project completion. The Hach project manager will use notes below to build this Scope of Work.

NOTE 2: FACILITY/CONTACTS/PROJECT INFO

Project summary: Coastside County Water District will be using WIMS online for two Water Treatment Plants (Nunes and Denniston). Both WTPs will reside in one WIMS database and interface to Ignition SCADA (single Historian). Coastside currently uses an Access database for data management and will no longer be utilized or supported. Services include creating WIMS database, data migration, and form creation from Access Database.

NOTE 3 - SOFTWARE:

Hach WIMS Online Software:

Hach WIMS™ On-Line with 6 named users, 1 facility database with up to 200 MB per facility monthly subscription for 1 year.

NOTE: Your WIMS Online account will be setup and you will be contacted to initiate services within 6 working days of receipt of order.

2 Standard SCADA Interfaces for Hach WIMS™:

Please go to www.hach.com/im, under "Helpful Links" click on Standard SCADA and LIMS Interfaces to review the list of Standard SCADA interfaces currently available. Please verify your system is listed and click on the Documentation link to review the technical details of the interface. Contact IIM Support at 800-667-0067 if you need assistance.

NOTE: If your SCADA system is not on the Hach list of standard interfaces, a custom interface will be required and additional costs will be incurred.

Completion of custom interfaces may extend beyond the completion of other aspects of the project but should not delay the use of most WIMS functionality. You should discuss impact to the project schedule with your HACH RSM and Project Manager.

NOTE 4 - SERVICES:

Implementation Services:

Typically includes (your Project Manager will finalize the scope of work based on your needs):

- Project Administration
- Consultation to gather information and determine specific needs to create a project plan.
- Remote Basic Install Assistance
- Basic Variable setup - Adapting an industry standard list of parameters and calculations for your plant/system.
- Site specific calculation setup
- The Hach Project Manager will complete set up of the following reports and forms (located in \\hach\share\RioRanchoShare\SALES\PRESALES_PROJECTS\2021\CA_Coastside County Water District\Coastside Representative WIMS Reports for SOW for Scope):
 - Monthly-Quarterly State Report CCWD March 2021

- 1 standard format monthly KPI report with up to 10 user defined KPIs (key performance indicators)
- Predefined dashboard with 10 user defined KPI's and KPI graph set
- 1 standard format yearly summary KPI report with up to 10 user defined KPIs
- Data Entry Form development including 1 Custom Data Entry Form and standard Monthly Data Entry Forms for all parameters

Remote SCADA Interface Services:

SCADA Interface installation, configuration and training. Up to 10 variables will be cross referenced. Customer will be trained on how to cross-reference additional variables.

CSV Interface Services for contract lab data:

CSV Interface installation, configuration and training. Up to 10 variables will be cross referenced. Customer will be trained on how to cross-reference additional variables.

Data Migration Services:

Hach will provide up to 16 hours of data migration services from existing Access Database. A WIMS Database will be created from Access database. Entry form and data in existing Access database will be created as well. Should migration services not be completed within allotted hours, Hach will provide a new scope of work with additional hours at Hach's standard hourly rate or will train customer on how to complete additional data migration.

Services will be invoiced after services are rendered.

Additional scope/work, billed at our standard labor rate, can be requested and will require a change order.

Implementation assumes internet access is available at installation site.

NOTE 5 –TRAINING:

Onsite Training:

2 Days - Onsite Training and Services

- Installation Review
- Training - Basic, Advanced, and Admin (A Hach project manager will create a training agenda based on training requirements)

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

California Proposition 65:

WARNING

Cancer & Reproductive Harm -
www.P65Warnings.ca.gov

12% Supply Chain Surcharge has been added to this quote for all shipments, if applicable, and is included in the "Net Unit Price" and Grand Total.

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are incorporated by reference into each of Hach's offers or quotations, order acknowledgments, and invoice and shipping documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counter offer and shall create a contract of sale ("Contract") in accordance with the Hach TCS, subject to Hach's final credit approval: (i) Buyer's issuance of a purchase order document against Hach's offer or quotation; (ii) Hach's acknowledgement of Buyer's order; or (iii) commencement of any performance by Hach in response to Buyer's order. Provisions contained in Buyer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions of Sale shall be null and void and not considered part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2). Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:

Terms are Subject to Credit Review

Please reference the quotation number on your purchase order.

Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.

Shipments will be prepaid and added to invoices unless otherwise specified.

Equipment quoted operates with standard U.S. supply voltage.

Hach standard terms and conditions apply to all sales.

Additional terms and conditions apply to orders for service partnerships.

Freight Charge Schedule and Collect Handling Fees attached.

Refrigerated and all weather Samplers do not qualify for simplified freight charges, and are considered heavy freight.

Dissolved Oxygen Sensors can be damaged if exposed to temps below freezing, causing sensor failure. Must be shipped over night or 2nd day air during the cold weather months.

Standard lead time is 30 days

Sales Contact:

Name: John Hatcher
Title: Regional Sales Manager
Phone: 510-909-1561
Email: john.hatcher@hach.com

**HACH COMPANY'S LICENSE AND TERMS AND CONDITIONS OF SERVICES
FOR HACH'S WATER INFORMATION MANAGEMENT SOLUTION™ (WIMSTM)**

ACCEPTANCE: These Terms and Conditions are contained in Hach Company's (Hach) offer, order acknowledgment, and invoice documents. The first of the following acts shall constitute an acceptance of Hach's offer and not a counteroffer and shall create a binding license and service agreement ("Agreement") in accordance with these Terms and Conditions, subject to final credit approval by Hach: (i) Customer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Customer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Customer's order. Hach's commencement of work or signature on any purchase order or other form or document submitted by Customer shall constitute acknowledgment of receipt of Customer's order only, and shall not constitute Hach's assent to any terms and conditions submitted by Customer. Provisions contained in Customer's purchase documents that materially alter, add to or subtract from the provisions of these Terms and Conditions shall not be a part of the Agreement. Any objection to these Terms and Conditions must (1) be in writing, (2) list specifically each term or condition with which you disagree, and (3) indicate why you disagree with the term or condition. Customer must notify Hach in writing of objections before Customer's submission of a purchase order to Hach or Hach's commencement of work, whichever occurs first, so that Hach may have a reasonable time to address any such objections. These Terms and Conditions shall be deemed accepted in their entirety by issuance of Customer's purchase order.

COMPLETE AGREEMENT: All proposals, negotiations, representations, and quotations, if any, regarding this transaction and made prior to the date of this document are merged herein.

TERM: SUBSCRIPTION SERVICE ONLY:

INITIAL TERM: Two (2) years

RENEWAL TERM(S): If Customer wishes to terminate the Subscription Services at the end of the Initial Term or any subsequent Renewal Terms, the Customer should send Hach notice of intent to terminate either by (a) faxing the notice to 970-461-3919 or (b) by emailing the notice from the email contact account to support@hach.com. If Customer submits the notice of termination by email, Hach shall confirm the termination by sending a second e-mail or fax to the contact email address or fax number on file. If Customer fails to notify Hach of its intent not to renew, the Subscription Service will be deemed renewed by Customer under the terms of this Agreement on a month-to-month basis at Hach's then-current rates and charges for monthly Subscription Service.

PRICES: Hach's prices in effect at the time of delivery shall apply and any different pricing indicated from any other source shall be adjusted to Hach's current pricing, except for the price of Total Startup (one-time) Charges contained in Hach's quotation, which is firm for 60 days from the date of the quotation. If transportation charges from point of origin of the shipment to a designated point are included in these prices: (a) any changes in such transportation charges shall be the Customer's responsibility, and (b) except as otherwise stated in Hach's quotation, Hach shall not be responsible for switching, spotting, handling, storage, demurrage or any other transportation or accessorial service, nor for any charges incurred therefor, unless such charges are included in the applicable freight rate from shipping point to the designated point.

PAYMENT AND CREDIT:

SUBSCRIPTION PACKAGE:

PAYMENT AND PRICING: Customer shall pay for all monthly Subscription Service net 30 days from invoice. Pricing is based on a 2-year Agreement. An early termination fee set forth in Hach's offer, will apply if the Agreement is terminated before 2 years. Cancellations become effective on the last day of the month in which notice is given.

SETUP SERVICE: Customer shall be given the choice of paying for Setup Service rendered either net 30 or by installments payable in 24 consecutive installments plus 18% simple interest. If Customer terminates the Agreement without cause before the end of the Initial Term, Customer agrees to pay Hach the remainder of the unpaid balance for Services plus any outstanding interest.

EFFECT OF TERMINATION: Upon the effective date of termination of this Agreement: (a) Hach will immediately cease providing the Subscription Service(s); and (b) any and all payment obligations of Customer under this Agreement for Service(s) provided through the date of termination will immediately become due.

OTHER PACKAGES: Payment is due thirty (30) days from the date of invoice. Hach reserves the right to deny credit to Customer and to determine the suitability of the method of payment where payment is other than cash, certified check or money order. Hach reserves the right to revoke credit previously extended to Customer because of Customer's failure to pay for services when due or of any other reason deemed good and sufficient by Hach, and in such event all subsequent services shall be paid for in advance or on delivery. Past due balances shall be subject to interest charges at the maximum rate permitted by law. Customer shall pay all Fees specified in US dollars.

TAXES: Any taxes which Hach may be required to pay or collect, under any existing or future law, upon or with respect to the license, sale, purchase, delivery, storage, processing, use or consumption of any of the material covered hereby, including taxes upon or measured by the receipts from the sale thereof, shall be paid for by Customer. Hach will collect and pay taxes when required to do so unless Customer furnishes a valid resale/exemption certificate to Hach, no later than the time of payment, relieving Hach of the requirement to collect and pay such taxes. If the certificate furnished to Hach is held invalid Customer agrees to pay the taxes (plus interest) not collected as a result of relying on Customer's invalid certificate.

CANCELLATION: Customer may cancel orders within 30 days of purchase subject to fair charges for expenses incurred, handling, inspection, restocking, freight and invoicing charges as applicable. Cancelled orders must be returned to Hach within 30 days at Customer's expense.

DELAY: Hach shall be excused for any delay in performance or delivery due to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, quarantine restrictions, factory conditions, strikes, labor disputes, delays in transportation, shortage of transport vehicles, labor or materials, or any circumstance or cause beyond the control of Hach in the reasonable conduct of its business. Hach further reserves the right, in its full discretion, to allocate inventories and current production and to substitute suitable materials when, in its opinion, circumstances warrant such allocation or substitution.

INSPECTION: Customer shall promptly inspect all software and the results of services. All claims for alleged defects in software or services are waived unless Customer notifies Hach of the claim within 30 days after receipt of software or performance of services. No claim shall be effective if made after the software or services have been altered or used. Customer shall afford Hach prompt and reasonable opportunity to inspect all software and services to which any claim is made. No returns shall be made without Hach's express consent, a return authorization and return instructions.

SOFTWARE LICENSE, USE AND RESTRICTIONS:

LICENSE. Software is subject to the separate software license agreement(s) accompanying the software media, along with any product guides, operating manuals, or other documentation presented to Customer during the installation or use of the Software. In the absence of such terms, Hach hereby grants Customer a personal, non-exclusive license to access and use the software provided by Hach. Software provided or otherwise made available to Customer by Hach may be used only during the term of the subscription and/or services, as set forth in the duly authorized documentation setting forth the term for each, and as may be renewed in accordance with this Agreement.

RESTRICTIONS. Customer may not copy, modify, or create a derivative work, collective work, or compilation of the software, and may not reverse engineer, decompile or otherwise attempt to extract the code of the software or any part thereof. Customer may not license, sub-license, sell, assign, sublicense, or otherwise transfer or encumber the software; may not use the software in a managed-services arrangement; and may not use the software in excess of the authorized number of licensed facilities, servers and/or seats or other criteria specified in the duly authorized documentation specifying same. Customer is further prohibited from (1) attempting to use or gain unauthorized access to Hach or to any third party's networks or equipment; (2) permitting other individuals or entities to use the software or copy the software or services; (3) attempting to probe, scan, or test the vulnerability of software or a system, account, or network of Hach or any of its customers, suppliers or affiliates; (4) interfering or attempting to interfere with service to any user, host, or network; (5) engaging in fraudulent activity of any nature; (6) transmitting unsolicited bulk or commercial messages; (7) restricting, inhibiting, or otherwise interfering with the ability of any other person, regardless of intent, purpose, or knowledge, to use or enjoy the software (except for tools with safety and security functions); or (8) restricting, inhibiting, interfering with, or otherwise disrupting or causing a performance degradation to any Hach or Hach affiliate or supplier facilities used to deliver the services.

AUDIT. Solely for the purpose of verifying Customer's compliance with the terms of this Agreement, Customer hereby grants Hach, or an agent designated by Hach, the right to perform an audit of Customer's use of the software during normal business hours. Customer agrees to cooperate with Hach in such audit and to provide Hach with all records reasonably related to Customer's use of the Software.

OWNERSHIP AND PROPRIETARY RIGHTS: "Information" as used herein means all content and other items included with or as part of the services or software, such as text, graphics, graphs and other representations of data, user interfaces, images, data, photographs, videos, and software. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in any services, software, and/or Information provided hereunder shall belong solely and exclusively to Hach and Customer shall have no rights whatsoever in any of the above, except as expressly granted in this Agreement. The software and Information are protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. Customer may not modify, remove, delete, augment, add to, publish, transmit, adapt, translate, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the software or other Information, in whole or in part. Hach will retain exclusive ownership of all software and Information, and will own all intellectual property rights, title, and interest in any ideas, concepts, know-how, documentation, and techniques associated therewith. Subject to payment in full for the applicable services, Hach grants Customer a non-exclusive, non-transferable, royalty-free right to use the software and other Information solely for Customer's facilities, and solely as necessary for Customer to enjoy the benefit of the services.

INTERRUPTION OF SERVICES: Hach may on occasion need to perform scheduled or unscheduled repairs, maintenance or upgrades in connection with the software installed on its and Customer's computer system(s), which may temporarily degrade the quality of the services or result in a partial or complete outage of the software. Hach provides no assurance that you will receive advance notification of such activities or that the software or services will be uninterrupted or error-free. Unless otherwise agreed to in writing between Hach and Customer, any degradation or interruption in the services or software shall not give rise to any form of damages or to a refund or credit of any fees paid by Customer. **CUSTOMER AGREES THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE SOFTWARE AND ASSOCIATED DATA, INCLUDING COMMUNICATION VIA MEANS SUCH AS THE INTERNET AND THIRD PARTY SERVICE PROVIDERS' COMMUNICATIONS NETWORKS, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF THE SOFTWARE AND ASSOCIATED DATA. HACH SHALL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF CUSTOMER'S ACCESS TO OR USE OF THE SOFTWARE OR ASSOCIATED DATA.**

CUSTOMER DATA: In Hach's performance of services or in connection with Customer's use of the Software, it may be necessary for Hach to obtain, receive, or collect data or information, including system-specific data. In such cases, Customer grants Hach a non-exclusive, worldwide, royalty-free, perpetual, non-revocable license to use, compile, distribute, display, store, process, reproduce, or create derivative works of such data solely to facilitate the performance of services by Hach or Customer's use of the Software. In addition, Customer grants Hach a license to aggregate such data for use in an anonymous manner in support of Hach's marketing and sales activities. Customer also grant Hach the right to copy and maintain such data on Hach's servers (or the servers of its suppliers) during the term of this Agreement. Customer represents and warrants that it has obtained all rights, permissions, and consents necessary to use and transfer such data within and outside of the country in which Customer is located in conjunction with Hach's performance of the services or Customer's use of the software (including providing adequate disclosures and obtaining legally sufficient consent from Customer's employees, agents, and contractors).

CONFIDENTIALITY: In connection with this Agreement, each party may have access to or be exposed to information of the other party that is not generally known to the public, such as information pertaining to software, data, reporting, pricing, and marketing, know-how, and trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential (collectively, "Confidential Information"). Confidential Information may not be shared with third parties unless such disclosure is to the receiving party's personnel, including employees, affiliates, agents, and subcontractors, on a "need-to-know" basis in connection with this Agreement, so long as such personnel have agreed in writing to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. The foregoing shall not apply to information that the receiving party can show through written records (1) was known by it before its receipt from the disclosing party; (2) is or becomes public knowledge through no fault of the receiving party; or (3) is rightfully received by the receiving party from a third party without a duty of confidentiality. If the receiving party is required by a court or government agency to disclose Confidential Information, the receiving party shall, subject to any applicable lawful restrictions, provide advance notice to the disclosing party before making such a disclosure. The obligations with respect to Confidential Information shall continue for five (5) years from the date of disclosure.

REPRESENTATIONS, WARRANTIES AND DISCLAIMERS:

SERVICES: Hach warrants that the services will be performed in a professional and workmanlike manner and will be of a quality conforming to general standards of care. If Hach breaches this or any other service warranty provided to the Customer, and if the Customer notifies Hach of such breach within 30 days of performance of Service, customer's exclusive remedy and Hach's entire liability for any breach of service warranty shall be re-performance of the specific non-conforming service.

SOFTWARE: Hach warrants that it has the right to grant the licenses to the software licensed under this Agreement, and such software will substantially conform to the functional specifications and current documentation provided by Hach.

WARRANTY DISCLAIMERS: EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCES, HACH, (INCLUDING ITS AFFILIATES AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), MAKES NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; OR (2) REGARDING THE RESULTS TO BE OBTAINED FROM THE SOFTWARE, SERVICES, OR THE RESULTS OF ANY RECOMMENDATION BY HACH. WARRANTIES DO NOT COVER DAMAGE DUE TO EXTERNAL CAUSES, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICE NOT PERFORMED OR AUTHORIZED BY HACH (INCLUDING INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH PRODUCT OR SOFTWARE INSTRUCTIONS, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS, SOFTWARE, OR SERVICES. WITH RESPECT TO YOUR USE OF THE SOFTWARE (1) NEITHER HACH NOR ANY OF THE HACH PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTY THAT SOFTWARE PROVIDED TO YOU IN CONNECTION WITH THIS AGREEMENT IS OR WILL BE SECURE, ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS; OR THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED; AND (2) CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF HACH'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

HIGH-RISK DISCLAIMER: THE SOFTWARE AND SERVICES ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, HOSPITALS, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OF THE SOFTWARE OR SERVICES COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH-RISK ACTIVITIES"). HACH EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH-RISK ACTIVITIES.

OPEN SOURCE SOFTWARE. A portion of the software may contain or consist of open source software, which you may use under the terms and conditions of the specific license under which the open source software is distributed. THIS OPEN SOURCE SOFTWARE IS DISTRIBUTED IN THE HOPE THAT IT WILL BE USEFUL, BUT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY REGARDING TITLE OR AGAINST INFRINGEMENT. IN NO EVENT SHALL HACH, THE COPYRIGHT HOLDERS, OR THE CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

LIMITATION ON DAMAGES: IN NO EVENT SHALL HACH, ITS SUPPLIERS, LICENSORS OR SUBCONTRACTORS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, CORRUPT DATA OR USE, LOSS OF CUSTOMER DATA, CORRUPT OR UNAVAILABLE CUSTOMER DATA, LOSS OF USE OF CUSTOMER DATA, LOST OPPORTUNITY, TRANSACTION LOSSES, OPPORTUNITY COSTS, INTERRUPTION OF BUSINESS OR COSTS OF PROCURING SUBSTITUTE GOODS OR SERVICES OR FOR INTERRUPTED COMMUNICATIONS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SERVICES, OR CUSTOMER'S WEB PAGE AND INCURRED BY CUSTOMER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, WARRANTY, TORT OR STRICT LIABILITY. THE FOREGOING NOTWITHSTANDING, IN NO EVENT SHALL HACH COMPANY'S LIABILITY FOR DAMAGES HEREUNDER TO CUSTOMER EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER PURSUANT TO THE APPLICABLE AGREEMENT.

SURVIVAL: THE FOREGOING DISCLAIMERS AND LIMITATIONS OF LIABILITY SHALL BE ENFORCEABLE TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

CUSTOMER REPRESENTATIONS: Customer for itself and on behalf of its Administrator and each Authorized Customer User represents and warrants to Hach that (a) it owns or has the right to permit Hach to access its Customer's Sites and surrounding areas for service, installation and maintenance; and (b) Customer shall and hereby does defend, indemnify and hold Hach and its affiliates harmless from and against any and all claims, losses, damages, liabilities, obligations, judgments, causes of action, costs, charges and expenses (including without limitation, reasonable attorneys' and consultants' fees and such fees and penalties as any third party licensors may impose) arising out of or in connection with: (i) any breach of this Agreement by Customer and/or its Authorized Customer Users; (ii) any civil and/or criminal suit alleging that Hach had no right or authority to access the Customer's Sites; (iii) any Customer and/or Authorized User negligence, recklessness or willful misconduct; or (iv) any violation of, or non-compliance with laws. Customer's obligations under this Section do not apply to the extent that claims are directly caused by the gross negligence of Hach.

PATENTS: Hach shall defend and indemnify the Customer from and against any legal action, judgment for damages awarded in such action, and/or reasonable attorneys fees and costs incurred on account of the alleged infringement of any United States patent by any services or software supplied by Hach hereunder, unless made in accordance with Customer's specifications or unless the alleged infringement results from Customer's use of the software or services in combination with products, software or services provided by third parties, in which case the Customer shall defend indemnify Hach from and against any legal action, judgment for damages awarded in such action, and/or reasonable attorneys fees and costs incurred on account of the alleged infringement. In order for either party to be entitled to indemnification under this provision, party seeking indemnification must, no later than fifteen (15) business days after its receipt or discovery of a claim, provide written notice to the party from whom indemnity is sought of the bringing of the suit and an opportunity shall be given such party to settle or defend it as that party may see fit and that every reasonable assistance in settling or defending shall be rendered to the indemnifying party by the party seeking indemnification. Neither Hach nor the Customer shall in any event be liable to the other for special, indirect, incidental or consequential damages arising out of or resulting from infringement of patents.

LIMITATIONS ON USAGE: The Customer shall not use any software or services provided hereunder for any purpose other than that identified in Hach's catalogs and literature as the intended use of such goods. Any warranty granted by Hach to the Customer shall be deemed void if any software or services covered by such warranty are used for any purpose not permitted hereunder. In addition, the Customer shall indemnify Hach and hold Hach harmless from and against any and all claims, damages, losses costs, expenses and other liability of whatever nature that Hach suffers or incurs by reason of any such unintended use.

INDEPENDENT RELATIONSHIP: As between themselves, the parties are independent contractors with no authority to contract for or in any way to bind or to commit the other to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the other.

ASSIGNMENT: Neither this Agreement nor any license granted hereunder may be assigned by either party without the prior written consent of the other, which may be withheld for any reason or no reasons, and any such assignment is void *ab initio*.

NOTICE: Any notice given pursuant to this Agreement must be in writing and will be given by overnight courier service, personal delivery, facsimile or by United States certified mail, return receipt requested, postage prepaid, to the address appearing in Customer's purchase order in the case of notice to Customer, and to the following address in the case of notice to Hach: Hach Company, c/o IIM BU Director with cc to VP/General Counsel, 5600 Lindberg Drive, Loveland, Colorado 80538. Notice will be deemed effective on the date delivered to the addressee as confirmed by the applicable delivery service. Either party may change its address for notice purposes by giving the other party notice of such change in accordance with this Section.

COMPLIANCE WITH LAWS: Hach and Customer agree to comply with all laws applicable to the software and services provided hereunder. Software and technical data supplied by Hach are subject to certain export laws and regulations. Customer agrees to obtain at its own expense any import license, foreign exchange permit, or other permit or approval it may need for the performance of its obligations under this Agreement and to comply at its own expense with all applicable laws, regulations and orders of the government(s) to which its activities are subject. Customer agrees that it will, at all times, be in compliance with the United States export laws and will comply with all applicable restrictions regarding exports, re-exports and transfers, including obtaining any required U.S. or other country licenses, authorizations, or approvals. Customer further represents and warrants to Hach that Customer shall comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Customer's business activities in connection with this Agreement, and that Customer will take no action that will cause Customer or Hach to violate any such laws. Customer specifically represents and warrants to Hach that Customer is familiar with the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"), and that Customer shall comply with the FCPA and will take no action that will cause Customer or Hach to violate the FCPA. Hach may terminate said Agreement immediately, if it believes, in good faith, that Customer has breached the foregoing compliance-with-law provisions of the Agreement or caused Hach to violate the FCPA or other applicable laws. Hach shall not be liable to Customer for any claim, losses, or damages related to Hach's decision to exercise its rights under this provision.

APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Colorado, without regard to or application of its principles or laws regarding conflicts of laws or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any provision of this Agreement is in violation of any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Customer and Hach, any dispute relating to this Agreement which is not resolved by the parties shall be adjudicated in order of preference (i) by a court of competent jurisdiction in the State of Colorado, U.S.A. if Customer has minimum contacts with Colorado and the United States, (ii) by a court of competent jurisdiction elsewhere in the United States if Customer has minimum contacts with the United States but not Colorado, or (iii) by a court of competent jurisdiction in a neutral location (which may at Hach's discretion exclude Customer's state of residence) if Customer does not have minimum contacts with the United States.

STAFF REPORT

To: Coastside County Water District Board of Directors

From: Mary Rogren, General Manager

Agenda: February 8, 2022

Report

Date: February 4, 2022

Subject: Consider Resolution 2022-04 Approving Placing in Nomination John Muller as a Member of the Association of California Water Agencies Region 5 Board of Directors

Recommendation:

Approve Resolution 2022-04 (Exhibit A) placing in nomination John Muller as a Member of the Association of California Water Agencies (ACWA) Region 5 Board of Directors.

Background:

The Region 5 Board is looking for ACWA members who are interested in leading the direction of ACWA Region 5 for the remainder of the 2022-2023 term. The Board is seeking candidates from Region 5 to fill one board vacancy.

The leadership of ACWA's ten geographical regions is integral to the leadership of the Association as a whole. The Chair and Vice Chair of Region 5 serve on ACWA's Statewide Board of Directors and recommend all committee appointments for Region 5. The members of the Region 5 Board determine the direction and focus of region issues and activities. Additionally, they support the fulfillment of ACWA's goals on behalf of members.

Pursuant to the Region 5 Rules and Regulations, Region 5 Board Members must be a local agency board member. The nomination process requires that the agency's Board of Directors approve a resolution of support for the nominee.

Vice-President Muller is interested in serving on the ACWA Region 5 Board. His nomination form is attached (Exhibit B).

RESOLUTION NO. 2022-04

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE COASTSIDE COUNTY WATER DISTRICT
PLACING IN NOMINATION JOHN MULLER
AS A MEMBER OF THE ASSOCIATION OF CALIFORNIA WATER AGENCIES
REGION 5 BOARD OF DIRECTORS**

WHEREAS, the Board of Directors of the Coastside County Water District does encourage and support the participation of its members in the affairs of the Association of California Water Agencies (ACWA).

WHEREAS, John Muller is currently serving as Vice-President of the Board of Directors of the Coastside County Water District, and

WHEREAS, John Muller has indicated a desire to serve as a Board Member of ACWA Region 5.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Coastside County Water District

1. Does place its full and unreserved support in the nomination of John Muller for the Board of Directors of ACWA Region 5.
2. Does hereby determine that the expenses attendant with the service of John Muller in ACWA Region 5 shall be borne by the Coastside County Water District.

PASSED AND ADOPTED THIS 8th day of February, 2022, by the following vote of the Board:

AYES:

NOES:

ABSENT:

Robert Feldman, President
Board of Directors

ATTEST:

Mary Rogren, General Manager
Secretary of the District



REGION BOARD CANDIDATE NOMINATION FORM

Name of Candidate: John Muller
Agency: Coastside County Water District Title: Vice-President, Board of Directors
Agency Phone: 650-726-4405 Direct Phone: 650-464-8226
E-mail: jmuller@coastsidewater.org ACWA Region: 5 County: San Mateo
Address: 766 Main Street, Half Moon Bay, CA 94019

Agency Function(s): (check all that apply)

- Wholesale, Urban Water Supply, Ag Water Supply, Sewage Treatment, Retailer, Wastewater Reclamation, Flood Control, Groundwater Management / Replenishment, Other:

Describe your ACWA-related activities that help qualify you for this office:

I was a member of the SFRWQCB Region 2 for 21 years, Chair for 13 years.. A life long farmer of the San Mateo County Coast.,
I SERVED AS AN ACWA MEMBER FOR 8 YEARS AND BOARD MEMBER FOR 3
I know the importance of the availability of good quality water for all our population in our state.

In the space provided, please write or attach a brief, half-page bio summarizing the experience and qualifications that make you a viable candidate for ACWA Region leadership. Please include the number of years you have served in your current agency position, the number of years you have been involved in water issues and in what capacity you have been involved in the water community.

I served as an ACWA member for many years through my involvement with my friend and fellow farmer Randy Fiorini
PLEASE SEE ATTACHED SHEET.
Thank you.

I acknowledge that the role of a region board member is to actively participate on the Region Board during my term, including attending region board and membership meetings, participating on region conference calls, participating in ACWA's Outreach Program, as well as other ACWA functions to set an example of commitment to the region and the association.

I hereby submit my name for consideration by the Region Board.
(Please attach a copy of your agency's resolution of support/sponsorship for your candidacy.)

John Muller Signature Vice Chair CCWD Title 2/1/22 Date

John H. Muller

P.O. Box 218, Half Moon Bay, California 94019 · (650) 464-8226 · FarmerJohnMuller@gmail.com

Occupation: Third Generation Small Urban Family FARMER

OWNER: Daylight Farms: Farmer John's Pumpkin Farm, The Heirloom Seed Store

Military Service: United States Navy - Viet Nam 1963-1966 Enlisted to Serve

Organizational and Service Experience:

Regional Water Quality Control Board San Francisco Bay Region		Appointed by four CA Governors 1995-2016 Member 1999-2001 Vice Chair 2001-2012 Chair
City of Half Moon Bay City Council		2005-2016 City Council Member 2009 & 2014 Mayor 2008 & 2013 Vice Mayor 2012-Present Board Member
San Francisco Produce Market Board		
Citizens Emergency Response Team Training (CERT)	2017-Present	Member
US EPA Presidential Volunteerism Award	2008	Recipient
US EPA External Award for Stewardship	2008	Recipient
Monterey Bay Sanctuary Sustainability Award	2007	Recipient
FBI Citizens Academy	2007	Participant
FBI Citizens Academy Alumni Group	2007-Present	Member
Coastside County Water District (CCWD)	2020-Present	Director
	2022	Vice-President
	2002-2005	Director
	2002-2004	President
	2002-2008	Member
Local Government Agency Committee (LGAC)		
US EPA Advisory Committee		
Association of California Water Agencies (ACWA), Region 5,	2003-2011	Member
	2003-2005	Board Member
USDA Agricultural Technical Advisory Com (ATAC)	1990-1999	Member
USDA Farm Service Agency	1975-1985	Chair three terms
	1989-1995	County Committee
	1985	Extra Mile Award
California Agricultural Leadership Fellowship	1977-1979	Class VIII Fellow
Agricultural Education Foundation (AEF)	1989-1998	Director
	1997	Profiles in Leadership Award
California Agricultural Leadership Fellows Council	1979-Present	Member/1986-88 President
USDA National Promo-Flor Council	1995-1997	Director
Secretary of Agriculture Special Committee to Streamline Management of the USDA	1985	Member
S F City and County Southeast Community Facility	1983-1984	Advisory Committee
Society of American Florists (SAF)	1980-2016	Member
Governmental Affairs Committee	1986-1998	Member/1988-1992 Chair
California Farm Bureau Federation	1966-Present	Various Committees
San Mateo County Farm Bureau	1966-Present	Past President
	1987	Farmer of the Year
Coastside Chamber of Commerce	1972-Present	Member
	1995	Citizenship Award
	2000	

ACWA Regions provide the grassroots support to advance ACWA's legislative and regulatory agenda.

Background

As a result of ACWA's 1993 strategic planning process, known as Vision 2000, ACWA modified its governance structure from one that was based on sections to a regional-based configuration. Ten regions were established to provide geographic balance and to group agencies with similar interests.

Primary Charge of Regions

- To provide a structure where agencies can come together and discuss / resolve issues of mutual concern and interest and based on that interaction, provide representative input to the ACWA board.
- To assist the Outreach Task Force in building local grassroots support for the ACWA Outreach Program in order to advance ACWA's legislative and regulatory priorities as determined by the ACWA Board and the State Legislative, Federal Affairs or other policy committees.
- To provide a forum to educate region members on ACWA's priorities and issues of local and statewide concern.
- To assist staff with association membership recruitment at the regional level.
- To recommend specific actions to the ACWA Board on local, regional, state and federal issues as well as to recommend endorsement for various government offices and positions.

Region chairs and vice chairs, with support from their region boards, provide the regional leadership to fulfill this charge.

Note: Individual region boards CANNOT take positions, action or disseminate communication on issues and endorsements without going through the ACWA Board structure.

GENERAL DUTIES / RESPONSIBILITIES FOR REGION OFFICERS

Region Chair

- Serves as a member of the ACWA Board of Directors at bimonthly meetings at such times and places as the Board may determine. The Chair will also call at least two Region membership meetings to be held at each of the ACWA Conferences and periodic Region Board meetings.
- Serves as a member of ACWA's Outreach Program, and encourages region involvement. Appoints Outreach Captain to help lead outreach effort within the region.
- Presides over all region activities and ensures that such activities promote and support accomplishment of ACWA's Goals.
- Makes joint recommendations to the ACWA President regarding regional appointments to all ACWA committees.
- Appoints representatives in concurrence of the region board, to serve on the region's nominating committee with the approval of the region board.
- Facilitates communication from the region board and the region membership to the ACWA board and staff.

Region Vice Chair

- Serves as a member of the ACWA Board of Directors at bimonthly meetings at such times and places as the Board may determine. The Vice Chair will also participate in at least two Region membership meetings to be held at each of the ACWA Conferences and periodic Region Board meetings.
- Performs duties of the Region Chair in the absence of the chair.
- Serves as a member of ACWA's Outreach Program, and encourages region involvement.
- Makes joint recommendations to the ACWA president regarding regional appointments to all ACWA committees.

Region Board Member

- Participate in at least two Region membership meetings to be held at each of the ACWA Conferences and periodic Region Board meetings.
- Supports program planning and activities for the region.
- Actively participates and encourages region involvement in ACWA's Outreach Program.
- May serve as alternate for the chair and/or vice chair in their absence (if appointed) to represent the region to the ACWA Board.

STAFF REPORT

To: Coastside County Water District Board of Directors

From: James Derbin, Superintendent of Operations

Agenda: February 8, 2022

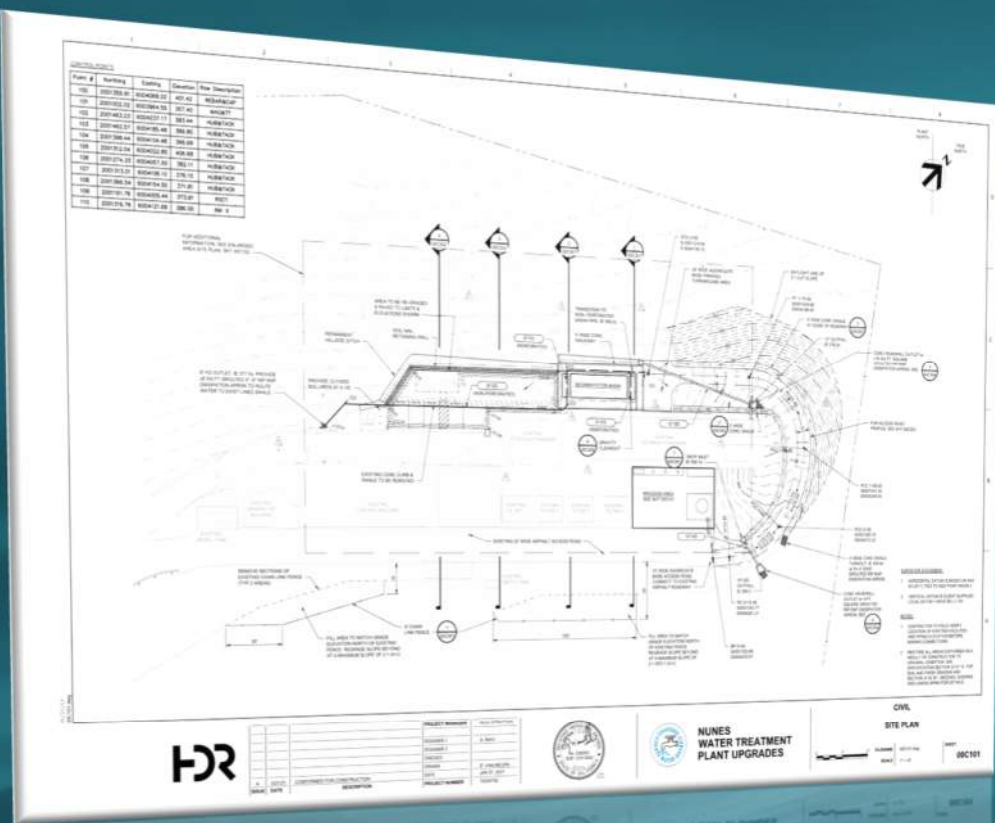
Date: February 4, 2022

Subject: Nunes Water Treatment Plant Upgrades Project Update #6

Informational Item

The Nunes Water Treatment Plant Upgrade Project official contractual start date was August 16, 2021. This monthly project update is the sixth of several updates staff plans to present to the Board on progress of this important project.

Freyer and Loretta, Inc., the Construction Management firm on this project has put together a brief summary of progress to date. See Attachment A.



Coastside County Water District Nunes Water Treatment Plant Upgrades February 8, 2022 Board Meeting

Contract Data as of Board Meeting Date

Contract Time (Calendar Days)		Contract Value	
Base Contract Duration	720	Base Contract	\$8,339,915.00
<i>Approved Change Order Days Added</i>	0	Approved Change Order Added	\$0
<i>Approved Change Order Days Subtracted</i>	0	Approved Change Order %	0%
Total Contract Duration	720	Total Contract Approved	\$8,339,915.00
Elapsed (Start Date 8/16/2021)	176	Billed to Date ¹	\$1,462,900.00
Remaining Days	544	Remaining Value	\$6,877,015.00

¹ Billed to date value is the contract work complete including the 10% retention that will be paid to Contractor upon project completion.

Construction Progress Update #6

Progress since Previous Board Meeting:

- Rebar installation, formwork, and pouring concrete for the upper inlet and outlet channels of the sedimentation basin.
- Successful completion of water tightness testing for upper channels.
- Installation of storm drainage catch basin and drainage piping at access road and around sedimentation basin. Drainage mat and drainage piping installation against sedimentation basins.
- Soil backfill around sedimentation basins and access road grading.
- Clearing and grading of caustic process area.
- Ongoing Contractor Submittals, engineering reviews, ordering materials.
- Ongoing Contractor Requests for Information (RFIs) and team responses.

Construction Progress Update #6

Three-Week Look Ahead Schedule:

Major items of work anticipated over next 3-4 weeks are as follows:

- Soil backfill around sedimentation basin.
- Access roadway construction.
- Drainage ditches construction.
- Soil nail wall construction.
- Concrete coating of sedimentation basin.
- Installation of 18-inch settled water piping.

Overall Project Schedule:

- Anticipated completion August 2023.
- Good progress so far, but supply-chain issues are a challenge. Overall project schedule is currently being assessed.



Construction Photos

STAFF REPORT

To: Coastside County Water District Board of Directors

From: Mary Rogren, General Manager

Agenda: February 8, 2022

Report

Date: February 4, 2022

Subject: General Manager's Report

Recommendation:

Information Only.

ACWA JPIA - President's Special Recognition Awards

Annually, ACWA-JPIA recognizes members that have a loss ratio of 20% or less in their Liability, Property or Worker's Compensation programs (loss ratio = total losses/total premiums.) The Coastside County Water District recently received President's Special Recognition awards for all three insurance programs as a result of keeping claims low (Attachment A.)



YOUR BEST PROTECTION

ACWA JPIA

P. O. Box 619082
Roseville, CA 95661-9082

phone
916.786.5742
800.231.5742

www.acwajpia.com

President

E.G. "Jerry" Gladbach

Vice President

Tom Cuquet

Chief Executive Officer

Walter "Andy" Sells

Executive Committee

Fred Bockmiller

Tom Cuquet

David Drake

E.G. "Jerry" Gladbach

Brent Hastey

Melody A. McDonald

Randall Reed

J. Bruce Rupp

Pamela Tobin

Core Values

- People
- Service
- Integrity
- Innovation

RECEIVED
JAN 18 2022
COASTSIDE COUNTY
WATER DISTRICT

November 03, 2021

Coastside County Water District (C030)
766 Main Street
Half Moon Bay, CA 94019-1925

General Manager:

Each year at Fall Conference, the JPIA recognizes members that have a Loss Ratio of 20% or less in either of the Liability, Property, or Workers' Compensation programs (loss ratio = total losses / total premiums).

The members with this distinction receive the "**President's Special Recognition Award**" certificate for each Program that they qualify in.

The JPIA is extremely pleased to present Coastside County Water District (C030) with this special recognition and commends the District on the hard work in reducing claims.

Congratulations to you, your staff, Board, and District. Keep up the good work!

The JPIA wishes you the best in 2022.

Sincerely,

E.G. "Jerry" Gladbach
President

Enclosure: President's Special Recognition Award(s)

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

Coastside County Water District

*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Liability Program for the period 10/01/2017 - 09/30/2020
announced at the Board of Directors' Meeting in Pasadena.*

E. G. "Jerry" Gladbach

E. G. "Jerry" Gladbach, President



December 15, 2021

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

Coastside County Water District

*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Workers' Compensation Program for the period 07/01/2017 - 06/30/2020
announced at the Board of Directors' Meeting in Pasadena.*

E. G. "Jerry" Gladbach

E. G. "Jerry" Gladbach, President



December 15, 2021

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

Coastside County Water District

*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Property Program for the period 04/01/2017 - 06/30/2020
announced at the Board of Directors' Meeting in Pasadena.*



December 15, 2021

E. G. "Jerry" Gladbach
E. G. "Jerry" Gladbach, President

MONTHLY REPORT

To: Mary Rogren, General Manager
From: James Derbin, Superintendent of Operations
Agenda: February 8, 2021
Report Date: February 2, 2022

Monthly Highlights

- Denniston Water Treatment Plant at 400gpm, started up on 1/12/22
- Pilarcitos wells @ ~550 gpm
- Denniston Raw Water Pump #2 rehabilitated motor installed

January Sources: Pilarcitos Wells, Denniston Reservoir, Crystal Springs

Projects

- CalOES PSPS Grant
 - Contractor ready to ship split fuel tank and mobilize once permitting from County and BAAQMD is complete. Grant funding completion deadline has been extended to end of 2022. Staff is actively working on having this emergency fuel storage in place for the next PGE PSPS season. Staff is also adding solar backups for the Cahill and Carter Hill sites.
- Nunes Water Treatment Plant Improvement Project
 - Ranger mobilized on 8/16/21. Sedimentation basin poured, the influent and effluent channels/pipes set, storm drainage system is getting installed as backfilling behind new basin continues
- EKI
 - Grandview/Hwy 1 crossing design, 100% complete. Cal Trans Encroachment Permit (EP) arrived, applying for EP with the City of HMB
 - Pilarcitos Crossing - Mandatory Pre-bid meeting is scheduled for 2/8/22, Bid opening 2/23/22.
 - Miramontes Point Road - Design due early 2022
- HDR
 - Half Moon Bay Tank replacement project - HDR engineering a design to replace HMB tanks 1&2 first. 60% design expected end of February 2022.

STAFF REPORT

To: Board of Directors

From: Cathleen Brennan, Water Resources Analyst

Agenda: February 8, 2022

Report: January 26, 2022

Subject: Water Resources Informational Report

Attachment: Letter from the California Department of Water Resources

2020 Urban Water Management Plan

The District received a letter from the California Department of Water Resources (“DWR”) that affirms the District’s 2020 Urban Water Management Plan (“Plan”) is consistent with the statutory requirements. The letter from DWR is attached to this staff report and has been added to the Plan.

The District submitted the Plan, which includes the District’s Water Shortage Contingency Plan, to DWR on June 15, 2021.

The Plan can be found on the District’s website.

https://coastsidewater.org/reports_and_studies/2020-Urban-Water-Management-Plan.pdf

DEPARTMENT OF WATER RESOURCES

P.O. BOX 942836
SACRAMENTO, CA 94236-0001
(916) 653-5791



January 14, 2022

Mary Rogren
General Manager
Coastside County Water District
766 Main Street
Half Moon Bay, CA 94019

RE: Urban Water Management Plan Requirements Addressed

Dear Mary Rogren:

The Department of Water Resources (DWR) has reviewed the Coastside County Water District's 2020 Urban Water Management Plan (UWMP) received on 6/15/2021. The California Water Code (CWC) directs DWR to report to the legislature once every five years on the status of submitted UWMPs. In meeting this legislative reporting requirement, DWR reviews all submitted UWMPs.

This letter acknowledges that DWR's review of the Coastside County Water District's 2020 UWMP has found that the UWMP is consistent with the statutory requirements. DWR's review of plans is limited to assessing whether suppliers have addressed the required legislative elements. In its review, DWR does not evaluate or analyze the supplier's UWMP data, projections, or water management strategies. The results of the review will be provided to DWR's Financial Assistance Branch.

If you have any questions regarding the review of the UWMP or urban water management planning, please contact Zaida Darley at (916) 606-2134.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Ekstrom".

Julie Ekstrom, Ph.D.
Supervisor, Urban Unit
Water Use Efficiency Branch

Electronic cc:

Cathleen Brennan, Water Resources Analyst
Elizabeth Drayer, West Yost Associates
Zaida Darley, Department of Water Resources