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REGULAR MEETING  
BOARD OF DIRECTORS  
THURSDAY, MARCH 24, 2022 - 6:30 PM

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**AGENDA**

**DUE TO COVID-19, THIS MEETING WILL BE CONDUCTED VIA TELECONFERENCE ONLY (NO PHYSICAL LOCATION) PURSUANT TO ASSEMBLY BILL 361 (GOVERNMENT CODE SECTION 54953)**

**MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON.**

Public comments may be made during the meeting, or submitted before the meeting via email to General Manager, Tammy Rudock, at [tammyr@midpeninsulawater.org](mailto:tammyr@midpeninsulawater.org). Please indicate in your email the agenda item to which your comment applies. Comments submitted before the meeting will be provided to the Board before or during the meeting.

Should the teleconference platform not be operational, please check the MPWD website home page for updated information and/or further instructions at: [www.midpeninsulawater.org](http://www.midpeninsulawater.org)

Board members, staff, consultants, and the public may participate remotely.

**Meeting Link: <https://us06web.zoom.us/j/88279654905>  
Dial by Telephone U.S. (Toll Free): 1-888-788-0099  
Access Code: 882 7965 4905**

**1. OPENING**

- A. Call to Order
- B. Establishment of Quorum

**2. PUBLIC COMMENT**

*If you wish to address the Board, please follow the directions at the top of the agenda. If you have anything that you wish distributed to the Board and included for the official record, please include it in your email. Comments that require a response may be deferred for staff reply.*

**3. AGENDA REVIEW: ADDITIONS/DELETIONS AND PULLED CONSENT ITEMS**

**4. ACKNOWLEDGEMENTS/PRESENTATIONS**

- A. Laura Ravella, Administrative Specialist - Service Retirement (9.25 Years Service)

## **5. CONSENT AGENDA**

*All matters on the Consent Agenda are to be approved by one motion. If Directors wish to discuss a consent item other than simple clarifying questions, a request for removal may be made. Such items are pulled for separate discussion and action after the Consent Agenda as a whole is acted upon.*

- A. Approve Minutes for the Regular Board Meeting on February 24, 2022
- B. Approve Expenditures from February 1, 2022, through February 28, 2022
- C. Reaffirm Resolution 2021-26 Making Findings Pursuant to Assembly Bill 361 that the Proclaimed COVID-19 State of Emergency Continues to Impact the Ability of the MPWD Board of Directors and its Committees to Meet Safely in Person

## **6. HEARING AND APPEALS**

- A. Consider MPWD Division Map Plan 2 for the Board of Directors Electoral System, Pursuant to the California Voting Rights Act, and Adopt Ordinance No. 122 Approving the Change from At-Large to Division-Based Elections for Members of the MPWD Board of Directors Commencing November 2022, and Directing the General Manager to Proceed with the Necessary Steps to Ensure Compliance for the MPWD

## **7. REGULAR BUSINESS AGENDA**

- A. Consider Resolution 2022-06 Approving the Minimum Purchase Amendment to the Amended and Restated Water Supply Agreement between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County
- B. Consider Resolution 2022-07 Approving a Minimum Purchase Transfer from the City of Mountain View to the City of East Palo Alto, in Accordance with the Amended and Restated Water Supply Agreement between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County
- C. Consider Preliminary Revenue Requirements for FY 2022/2023 Operations, including Projected SFPUC Wholesale Water Rate Adjustment effective July 1, 2022, and Approve Scheduling of Proposition 218 Public Hearing on May 26, 2022, for Proposed Pass-Through Provision for MPWD Water Rate Increases
- D. Consider Resolution 2022-08 Authorizing Task Order 22-22 with Pakpour Consulting Group, Inc., for Construction Management Services in Support of Capital Project 09-1621-CP known as the Hastings Drive Improvements (#15-40), Vine Street Improvements (#15-88), and Belmont Canyon Road Improvements (#15-29) totaling \$104,950, plus a 10% Contingency \$10,500, for a Total Budget of \$115,450
- E. Discuss Return to In-Person Board Meetings
- F. Receive Reports on California and San Francisco Regional Water System Drought Conditions, and MPWD's Water Conservation Update
- G. Receive BAWSCA Update

## **8. MANAGEMENT AND BOARD REPORTS**

- A. Management Reports

1. General Manager
  2. Administrative Services
  3. Operations
  4. District Engineer
- B. Financial Reports
1. Month End February 28, 2022
- C. Director Reports

## **9. COMMUNICATIONS**

## **10. ADJOURNMENT**

This agenda was posted at the Mid-Peninsula Water District's office, 3 Dairy Lane, in Belmont, California, and on its website at [www.midpeninsulawater.org](http://www.midpeninsulawater.org).

### **ACCESSIBLE PUBLIC MEETINGS**

*Upon request, the Mid-Peninsula Water District will provide written agenda materials in appropriate alternative formats, or disability related modification or accommodation (including auxiliary aids or services), to enable individuals with disabilities to participate in public meetings and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format requested. Requests should be sent to the General Manager at (650) 591-8941 or [tammyr@midpeninsulawater.org](mailto:tammyr@midpeninsulawater.org). Requests must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.*

***NEXT REGULAR BOARD MEETING: THURSDAY, APRIL 28, 2022, AT 6:30PM***

# CERTIFICATE OF RECOGNITION

*for*

LAURA RAVELLA

For 9 ¼ years of dedicated service to the Mid-Peninsula Water District.

Best wishes in retirement!

\_\_\_\_\_  
PRESIDENT KIRK R. WHEELER

\_\_\_\_\_  
VICE PRESIDENT LOUIS VELLA

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DIRECTOR MATTHEW P. ZUCCA

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DIRECTOR CATHERINE MOSTASISA-JORDAN

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DIRECTOR BRIAN SCHMIDT

*Thank You!*



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REGULAR MEETING  
BOARD OF DIRECTORS  
OF THE MID-PENINSULA WATER DISTRICT

Thursday, February 24, 2022  
Belmont, California

DUE TO COVID-19, THIS MEETING WILL BE CONDUCTED VIA  
TELECONFERENCE ONLY (NO PHYSICAL LOCATION) PURSUANT TO ASSEMBLY  
BILL 361 (GOVERNMENT CODE SECTION 54953)

MEMBERS OF THE PUBLIC MAY NOT ATTEND THIS MEETING IN PERSON

Public comments may be made during the meeting or submitted before the meeting via  
email to General Manager, Tammy Rudock, at [tammyr@midpeninsulawater.org](mailto:tammyr@midpeninsulawater.org).

Please indicate in your email the agenda item to which your comment applies. Comments  
submitted before the meeting will be provided to the Board before or during the meeting.

**Meeting Link: <https://meet.goto.com/775176781>  
Dial By Telephone U.S. (Toll Free): 1-877-309-2073  
Access Code: 775-176-781**

**1. OPENING**

**A. Call to Order**

The regular teleconference meeting of the Mid-Peninsula Water District was called to  
order at 6:33PM.

**B. Establishment of Quorum**

**PRESENT:** Directors Wheeler, Vella, Zucca, Schmidt, and Jordan

**ABSENT:** None

A quorum was present.

**ALSO PRESENT:** General Manager Tammy Rudock, Operations Manager Rene  
Ramirez, Temporary Administrative Services Manager Monique Madrid, Interim Chief Finance  
Officer Rick Wood, Management Analyst Jeanette Kalabolos, District Counsel Julie Sherman,  
and District Engineer Brandon Laurie.

**GUESTS:** Consultant: Liz Stitt of Redistricting Partners (Consultant) and Misty Malczon,  
Administrative Supervisor.

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**2. PUBLIC COMMENT**

NONE

**3. AGENDA REVIEW: ADDITIONS/DELETIONS AND PULLED CONSENT ITEMS**

NONE

**4. ACKNOWLEDGEMENTS/PRESENTATIONS**

**A. "Best of Water Awareness Art" Calendar Presentation for 2022**

Operations Manager Ramirez provided a summary review of the presentation. It included an art medley of prior calendar contests to encourage student water awareness in local schools.

Board discussion followed. The Board members expressed they enjoy the annual student water awareness art contest and presentations.

**5. CONSENT AGENDA**

**A. Approve Minutes for Special Board Meeting on January 13, 2022, and the Regular Board Meeting on January 27, 2022**

**B. Approve Expenditures from December 1, 2021, through December 31, 2021, and January 1, 2022, through January 31, 2022**

**C. Reaffirm Resolution 2021-26 Making Findings Pursuant to Assembly Bill 361 that the Proclaimed COVID-19 State of Emergency Continues to Impact the Ability of the MPWD Board of Directors and its Committees to Meet Safely in Person**

Director Schmidt moved to approve the Consent Agenda.

Director Vella Seconded the motion.

**Roll Call Vote: Item 5.A. - 5.C. passed unanimously. 5-Ayes, 0-Noes, 0-Absent**

**6. HEARING AND APPEALS**

**A. Conversion from an At-Large Electoral System for Members of the MPWD Board of Directors to a System Based on Five (5) Divisions Pursuant to the California Voting Rights Act and Consideration of Division Map Preference**

General Manager Rudock introduced the item announcing this is the second public hearing. She reviewed the outreach and public notices to request input on this item. She then turned it over to Liz Stitt of Redistricting Partners.

90 Ms. Stitt reviewed the presentation of the Conversion from an At-Large Electoral System for  
91 Members of the MPWD Board of Directors to a System based on Five (5) Divisions pursuant  
92 to the California Voting Rights Act. She provided a detailed review of the proposed draft maps  
93 and the five (5) divisions. Additionally, she advised that the next public hearing will include the  
94 board's final vote selecting their choice of the Divisions and map.  
95

96 President Wheeler opened the public hearing at 6:55 p.m. and asked for public comment.  
97 There was no public comment.  
98

99 President Wheeler closed the public hearing at 6:56 p.m.  
100

101 Board discussion followed.  
102

103 Board members indicated their preference for Draft Map 2.  
104

105 **The third Public Hearing is scheduled for March 24, 2022, at 6:30 PM.**  
106

107 **7. REGULAR BUSINESS AGENDA**  
108

109 **A. Consider Approval of the Revised MPWD 2021-2022 Strategic Plan, including**  
110 **Mission Statement, Vision Statement, Strategic Goals, and Director Assignments**  
111

112 General Manager Rudock provided a review of the revised MPWD 2021-2022 Strategic Plan,  
113 Mission Statement, Strategic Goals, and Director Assignments based upon Board input during  
114 the MPWD Special Meeting held on January 13, 2022.  
115

116 Board discussion followed.  
117

118 Vice-President Vella asked for the clarity in the language on Strategic Item 5, Priority No. A-5-  
119 2. After Board discussion, it was determined that it would read: Continue to monitor cost-  
120 effective per capita water rates.  
121

122 Director Vella moved to approve the revised MPWD 2021-2022 Strategic Plan with the  
123 suggested changes, including Mission Statement, Strategic Goals and Director  
124 Assignments.  
125

126 Director Zucca seconded the motion.  
127

128 **Roll Call Vote: Item 7A passed unanimously- 5-Ayes, 0-Noes, 0-Absent**  
129

130 **B. Consider Resolution 2022-02 Authorizing the:**  
131

- 132 **1. Waiver of the District Procurement Policy Requirement to Bid a Construction**  
133 **Project for 400 Feet of Civic Lane Water Main Replacement; and**

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2. **Use of \$100,000 in Pay-Go Capital Funds for the Construction of the 400 Feet of Civic Lane Water Main Replacement in Coordination and Timing with Belmont's Requirement for Alleyway Reconstruction for Local Development; and**
  3. **Construction Contract Award to Golden Bay Construction in the amount of \$73,850; and a 10% Contingency of \$7400; and**
  4. **Amendment of MPWD FY 2021/2022 Capital Budget**

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Operations Manager Ramirez introduced the item and provided a summary overview, explaining how the project came about and that it was previously identified as a Capital Project as far back as 2016. It was a much bigger project; however, we were able to take advantage of the City's development requirements and reduce the size of the project as described. Two proposals were received, and staff is recommending the proposal of lessor cost of the two for Board approval.

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Board discussion followed.

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Director Zucca moved to adopt Resolution 2022-02 authorizing:

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1. The waiver of the District Procurement Policy requirement to bid a construction project for 400 feet of Civic Lane Water Main Replacement; and
  2. Use of \$81,250 in Pay-Go Capital Funds for the construction of the 400 feet of Civic Lane Water Main Replacement in coordination and timing with Belmont's requirement for Alleyway Reconstruction for local development; and
  3. Construction Contact Award to Golden Bay Construction in the amount of \$73,850; and a 10% Contingency of \$7400; and
  4. Amendment of MPWD FY 2021/2022 Capital Budget.

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Director Schmidt seconded the motion.

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**Roll Call Vote: Item 7.B. passed unanimously-5-Ayes, 0-Noes, 0-Absent.**

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**C. Consider the 2022 MPWD Reorganization, and Resolution 2022-03, Approving:**

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1. **A Reorganization effective March 1, 2022, including the New Positions of One (1) Part-Time Temporary Chief Financial Officer, and Three (3) Full-Time Positions: Accountant, Operations Project Coordinator, and Water Resources Coordinator; and**
  2. **Employee Position Classifications for Chief Financial Officer, Operations Project Coordinator, and Water Resources Coordinator, and Revised Position Classifications for Administrative Services Manager and Accountant; and**
  3. **Revised Salary Schedules for Represented and Unrepresented Employees, effective March 1, 2022**

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General Manager Rudock presented the 2022 MPWD draft Reorganization proposal and Resolution 2022-03. She explained that she met with and received feedback from the MPWD Employee Association (MPWDEA). She indicated the Employee Association felt

179 there would be financial impacts for bargaining in 2023. She further stated that she shared  
180 with the MPWDEA that Management was committed to bargain in good faith in 2023 as it  
181 had always done in the past, supported by the Board of Directors. The General Manager  
182 led the Board through a detailed review of the revised Organizational Chart, including a  
183 review of the "Look Ahead" Organization Chart, which was developed to demonstrate future  
184 staff retirements. Additionally, she provided an overview of the proposed new and revised  
185 positions and revised salary schedules for both represented and unrepresented employees.  
186

187 Board discussion followed.  
188

189 Director Schmidt moved to adopt Resolution 2022-03 approving:  
190

- 191 1. A Reorganization effective March 1, 2022, including the New Positions of one (1) part-  
192 time temporary Chief Financial Officer, and three (3) full-time positions: Accountant,  
193 Operations Project Coordinator, and Water Resources Coordinator; and
- 194 2. Employee position classifications for Chief Financial Officer; Operations Project  
195 Coordinator, and Water Resources Coordinator, and revised position classifications for  
196 Administrative Services Manager and Accountant; and
- 197 3. Revised salary schedules for Represented and Unrepresented employees,  
198 effective March 1, 2022.  
199

200 Director Zucca seconded the motion.  
201

202 **Roll Call Vote: Item 7.C. passed unanimously-5-Ayes, 0-Noes, 0-Absent.**  
203

204 **D. Consider Resolution 2022-05 Authorizing the Temporary Part-Time Employment**  
205 **of Retired Annuitant Alleyne LaBossiere, CPA, In Accordance with Government**  
206 **Code Sections 7522.56 and 21224 and Executive Order N-25-20**  
207

208 General Manager Rudock introduced the item. She provided a summary review of the proposed  
209 temporary appointment as CFO of retired annuitant Alleyne LaBossiere, CPA, and the  
210 importance of filling the position.  
211

212 Board discussion followed.  
213

214 Director Vella moved to adopt Resolution 2022-05 authorizing the temporary part-time  
215 employment of Retired Annuitant Alleyne LaBossiere, CPA, in accordance with Government  
216 Code Sections 7522.56 and 21224 and Executive Order N-25-20.  
217

218 Director Jordan seconded the motion.  
219

220 **Roll Call Vote: Item 7.D. passed unanimously-5-Ayes, 0-Noes, 0-Absent**  
221

222 **E. Discuss Return to In-Person Board Meetings**  
223

224 President Wheeler expressed he wanted to receive Board input regarding its preferences for  
225 returning to meeting in the board room at the MPWD.  
226

227 General Manager Rudock explained the plan would be to have everyone separated as best  
228 possible by six feet and that all visitors would be required to wear face coverings. The question is  
229 how to achieve a hybrid approach—allowing for simultaneous in-person and virtual meetings, as it  
230 relates to needed Board room equipment and staffing logistics during the meeting.  
231

232 District Counsel Sherman discussed a few upcoming legal changes regarding the requirements  
233 for public board meetings and that their firm was tracking updates. She would have more  
234 information next month to report to the Board.  
235

236 Board discussion followed:

237 Director Zucca prefers in person while allowing for participation through virtual attendance  
238 with three directors always required in person and two virtually.  
239

240 Vice-President Vella asked how do we manage public attendance and vaccination status?  
241 General Manager Rudock responded that visitors will be required to wear a mask,  
242 regardless of vaccination status.  
243

244 Public seating will be safe distance seating and perhaps require a limited number of public  
245 members in the board room, one or two at a time with others waiting in the lobby.  
246

247 Director Schmidt asked would we know the legal requirements next month. We may decide to stay  
248 with the virtual meetings. He suggested holding one or two meetings per year in person if the Board  
249 is allowed to make the decision on how to hold meetings.  
250

251 Director Jordan suggested we stay with the status quo at this time because it might not be prudent  
252 right now.  
253

254 President Wheeler agreed that he would be in favor of video recorded meetings if it can be  
255 reasonably affordable to allow for public participation in virtual meetings. He'd like to see  
256 stationary cameras and public participation.  
257

258 Staff will continue this item to the March meeting allowing District Counsel to report on the  
259 updated state requirements.  
260

261 **F. Receive Reports on California and San Francisco Regional Water System**  
262 **Drought Conditions, and MPWD's Water Conservation Update**  
263

264 Operations Manager Ramirez introduced the item and provided a summary review of the  
265 reports. He reviewed the graphs and reported on the addition of updated graphs on the MPWD  
266 website for ease of understanding.  
267

268 Director Schmidt suggested staff look for ways to save water with large turf areas, such as City of  
269 Belmont or school district. Vice President Vella agreed and referred to the turf field areas at Ralston  
270 Middle School.

271  
272 Staff will investigate options.

## 273 274 **8. MANAGEMENT AND BOARD REPORTS**

### 275 276 **A. Management Reports**

#### 277 278 **1. General Manager**

279  
280 General Manager Rudock provided a review of the report. She advised she will be  
281 sending out Closed Session calendar invitations to the Board Members and District  
282 Counsel to reserve the dates for the upcoming Board Meetings.

283  
284 Finally, she reported the MPWD has been meeting with the SFPUC, BAWSCA,  
285 Redwood City, Foster City, Cal Water, Silicon Clean Valley Water and San Mateo  
286 Wastewater on the PREP project.

287  
288 We were invited to join in the discussions, and we will bring back information within the  
289 next month or two for the Board's consideration, as we will be asked to make a financial  
290 commitment of \$25,000 - \$50,000. This project would make available a specific amount  
291 of alternative water to the MPWD during extended drought periods.

#### 292 293 **2. Administrative Services**

294  
295 Temporary Administrative Services Manager Madrid informed the assembly that the  
296 Administrative Office has reopened, and the hours of operation are now Monday through  
297 Thursday, from 8:00AM - 2:00PM, and we are closed to the public on Fridays. She also  
298 reviewed the COVID-19 restrictions. Additionally, she announced the receipt of the State  
299 grant money for the arrearages program. The State is working  
300 on a new program called the Low-Income Household Water Assistance Program  
301 (LIHWAP).

#### 302 303 **3. Operations**

304  
305 Operations Manager Ramirez reviewed his report and mentioned the volume of staff  
306 responses to locate requests. He briefly described a fire service leak on Harbor Boulevard  
307 where DACO Construction was used to augment staff during the repair.

308  
309 He advised that staff is working through 70 different development applications and Brent and  
310 Michael are both participating in the ACWA JPIA Leadership Essentials training program.

314 **4. District Engineer**  
315

316 District Engineer Brandon Laurie updated the Board on the completion of the 60% Design  
317 Plan for the Harbor Boulevard Water Main Project.  
318

319 He added the pre-construction meeting took place for the Hastings/Vine/Belmont  
320 Canyon Water Main projects. A tentative start date is targeted for April depending  
321 upon availability of project materials and supplies.  
322

323 **B. Financial Reports**  
324

325 **1. Month End December 31, 2021**  
326

327 **2. Month End January 31, 2022**  
328

329 General Manager Rudock provided a summary overview of two month-end financial reports  
330 for December 31, 2021, and January 31, 2022.  
331

332 Correction of the budget summary target to be 50% for December 31, 2021, not 41%. She  
333 further advised on page 150 she highlighted a line item for miscellaneous non-operating  
334 revenue, \$762,772 identifying it was from the sale of the "F" street property.  
335

336 **C. Director Reports**  
337

338 Vella: Advised he attended the kick-off Ad-Hoc Committee meeting in Director Zucca's place  
339 on the General Manager recruitment and was impressed with the consultant. He also attended  
340 the agenda review meeting.  
341

342 Zucca: Explained he had an emergency and couldn't attend the Ad-Hoc Committee  
343 meeting and thanked Director Vella for stepping in for him.  
344

345 Jordan: She spoke with the recruitment consultant about the General Manager search, and she  
346 also meets with the General Manager each month to review and become better familiar with  
347 monthly agenda items.  
348

349 Wheeler: He also attended the first Ad-Hoc meeting on the General Manager recruitment and  
350 the agenda review meeting. He attended the Opening Reception for the Black History  
351 Museum, and met with the Belmont mayor, Julia Mates, and had a brief discussion about  
352 MPWD and City of Belmont matters. They discussed there may be a time when a political  
353 meeting might be worthwhile between City Council and Board members, as opposed to solely  
354 staff. Perhaps one meeting per year would be productive for both agencies. It was left to staff  
355 to suggest if it would be useful to meet at the political level.  
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**9. COMMUNICATIONS**

General Manager Rudock reported on a threatening customer communication. She contacted the Belmont Police Department.

**10. ADJOURNMENT**

Adjourned at 9:23 PM

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DISTRICT SECRETARY

APPROVED:

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BOARD PRESIDENT

NEXT REGULAR BOARD MEETING: THURSDAY, MARCH 24, 2022, AT 6:30PM

# Accounts Payable

## Checks by Date - Summary by Check Date

User: mistym  
 Printed: 3/18/2022 12:42 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
102125	bankmtot	Bankcard Mtot Disc	02/02/2022	3,403.34
102126	bankmtot	Bankcard Mtot Disc	02/02/2022	368.03
102127	bankmtot	Bankcard Mtot Disc	02/02/2022	71.85
102128	authnetg	AUTHNET GATEWAY	02/02/2022	30.00
Total for 2/2/2022:				3,873.22
37482	ATT60197	AT&T 60197	02/03/2022	110.09
37483	EQUIPMEN	BUS & EQUIPMENT REPAIR	02/03/2022	1,668.04
37484	COMCAST	COMCAST	02/03/2022	371.36
37485	FASTSIGN	FASTSIGNS	02/03/2022	431.93
37486	GRAINGER	GRAINGER	02/03/2022	32.50
37487	GRANITE	GRANITE ROCK, INC.	02/03/2022	493.16
37488	HOMEDEPC	HOME DEPOT	02/03/2022	537.07
37489	CHERHULI	CHERICE HULIHEE	02/03/2022	60.00
37490	INTRTRAF	INTERSTATE TRAFFIC CONTROL INC	02/03/2022	262.50
37491	CATHMCKI	CATHLEEN MCKINNEY	02/03/2022	60.00
37492	UB*00647	WILLIAM MITCHELL	02/03/2022	2,360.37
37493	NGAYNGAI	NGAYIN NGAI	02/03/2022	60.00
37494	OFFICEDE	OFFICE DEPOT, INC.	02/03/2022	243.53
37495	PACOFFIC	PACIFIC OFFICE AUTOMATION	02/03/2022	91.83
37496	PG&E	PG&E CFM/PPC DEPT	02/03/2022	16,042.17
37497	RECOLOGY	RECOLOGY SAN MATEO	02/03/2022	718.88
37498	ANDRTSEK	ANDREAS TSEKOURAS	02/03/2022	60.00
37499	YIMINXIE	YIMING XIE	02/03/2022	100.00
101982	DFS	DOCUMENT FULFILLMENT SERVICES	02/03/2022	2,707.66
101983	OPERTECH	OPERATIONAL TECHNICAL SERVICES	02/03/2022	3,021.52
101984	XIOINC	XIO, INC.	02/03/2022	666.00
Total for 2/3/2022:				30,098.61
101985	ADPPRFEE	ADP Payroll Fees	02/04/2022	1,875.75
101989	WFBUSCAR	WELLS FARGO -GM	02/04/2022	2,445.29
101990	WFBUSRR	WELLS FARGO-OM	02/04/2022	889.78
102115	calpers	CALPERS	02/04/2022	1,585.90
102124	calpers	CALPERS	02/04/2022	6,649.31
Total for 2/4/2022:				13,446.03
37500	ALLFENCO	ALL FENCE COMPANY, INC.	02/11/2022	1,280.00
37501	ATT60197	AT&T 60197	02/11/2022	45.25
37502	BAWSCA	BAY AREA WATER SUPPLY & CONSER	02/11/2022	4,299.75
37503	BPLANDSC	BAY POINTE LANDSCAPE	02/11/2022	3,375.00
37504	CARQUEST	CARQUEST AUTO PARTS	02/11/2022	464.47
37505	CINTS	CINTAS CORPORATION	02/11/2022	506.55
37506	CITYBELM	CITY OF BELMONT	02/11/2022	993.00
37507	RANDB	CORE & MAIN	02/11/2022	3,342.50

Check No	Vendor No	Vendor Name	Check Date	Check Amount
37508	CPSHRCON	CPS HR CONSULTING	02/11/2022	10,000.00
37509	DACOCONS	DACO CONSTRUCTION	02/11/2022	20,739.97
37510	GLOBALSU	GLOBAL SUN LANDSCAPE	02/11/2022	950.00
37511	GSSMOGCK	GOLDEN STATE SMOG CENTER	02/11/2022	99.50
37512	GRANITE	GRANITE ROCK, INC.	02/11/2022	745.31
37513	HACHCOMI	HACH COMPANY INC	02/11/2022	474.18
37514	HOMEDEPC	HOME DEPOT	02/11/2022	401.75
37515	INTERGAS	INTERSTATE GAS SERVICES, INC.	02/11/2022	1,500.00
37516	LYNGSOMA	LYNGSO GARDEN MATERIAL INC	02/11/2022	101.40
37517	RNIEHAUS	ROBERT D. NIEHAUS, INC.	02/11/2022	1,290.00
37518	PG&E	PG&E CFM/PPC DEPT	02/11/2022	2,846.39
37519	RMORGAN	RAY MORGAN COMPANY	02/11/2022	2,396.63
37520	RECOLOGY	RECOLOGY SAN MATEO	02/11/2022	771.28
37521	STEPFORD	STEPFORD BUSINESS, INC.	02/11/2022	2,230.46
37522	THOMPRED	THOMPSON REUTERS - WEST PMT CE	02/11/2022	202.18
37523	TMOBILE	T-MOBILE	02/11/2022	31.40
37524	VANGUARE	VANGUARD CLEANING SYSTEMS, INC	02/11/2022	435.00
101991	ACWA5661	ACWA JPIA	02/11/2022	75,059.42
101992	CSDA	CSDA	02/11/2022	3,518.48
101993	DAVIDSON	JOHN T. DAVIDSON OR DBA JRocket77	02/11/2022	5,905.00
101994	HASSETTH	HASSETT HARDWARE	02/11/2022	159.73
101995	LIFTOFFD	LIFTOFF DIGITAL	02/11/2022	225.00
101996	OPERTECH	OPERATIONAL TECHNICAL SERVICES	02/11/2022	5,257.21
101997	SPRIHOLD	SPRINGBROOK HOLDING COMPANY I	02/11/2022	4,003.00
102088	adppayrl	adp	02/11/2022	8,150.97
102089	adppayrl	adp	02/11/2022	17,096.93
102090	healtheq	Health Equity	02/11/2022	285.00
102091	calpers	CALPERS	02/11/2022	3,550.13
102092	calpers	CALPERS	02/11/2022	411.14
102093	ICMACONT	ICMA contributions	02/11/2022	12,313.64
102129	clientsv	Client Analysis Svs Charge	02/11/2022	3,076.70
102130	adpprfee	ADP Payroll Fees	02/11/2022	1,796.00
102131	adpprfee	ADP Payroll Fees	02/11/2022	95.00
Total for 2/11/2022:				200,425.32
102112	adppayrl	adp	02/15/2022	15,776.94
102113	adppayrl	adp	02/15/2022	2,539.65
102114	adppayrl	adp	02/15/2022	35,009.70
102116	icmacont	ICMA contributions	02/15/2022	1,020.00
102117	healtheq	Health Equity	02/15/2022	505.00
Total for 2/15/2022:				54,851.29
102132	authnetg	AUTHNET GATEWAY	02/16/2022	1,877.92
Total for 2/16/2022:				1,877.92
37525	ATT60197	AT&T 60197	02/17/2022	86.81
37526	CINTS	CINTAS CORPORATION	02/17/2022	493.60
37527	COMCAST	COMCAST	02/17/2022	371.36
37528	COSTCO	Costco Membership	02/17/2022	120.00
37529	M&MBACK	M&M BACKFLOW & METER MAINTEN	02/17/2022	4,261.16
37530	PG&E	PG&E CFM/PPC DEPT	02/17/2022	5,497.53
37532	SHIELDSH	SHIELDS HARPER	02/17/2022	350.20
37533	STEPFORD	STEPFORD BUSINESS, INC.	02/17/2022	2,891.87

Check No	Vendor No	Vendor Name	Check Date	Check Amount
37534	ZOOMVIDE	ZOOM	02/17/2022	110.00
101999	HANSONBR	HANSON, BRIDGETT	02/17/2022	7,065.50
102000	PAKPOUR	PAKPOUR CONSULTING GROUP, INC	02/17/2022	5,033.38
102001	PRECISE	PRECISE, INC.	02/17/2022	1,929.36
Total for 2/17/2022:				28,210.77
102120	calpers	CALPERS	02/18/2022	1,251.49
102123	calpers	CALPERS	02/18/2022	6,649.31
Total for 2/18/2022:				7,900.80
102030	DAVIDSON	JOHN T. DAVIDSON OR DBA JRocket77	02/22/2022	3,823.60
Total for 2/22/2022:				3,823.60
102133	adprfee	ADP Payroll Fees	02/23/2022	208.50
Total for 2/23/2022:				208.50
37535	4LEAFINC	4 LEAF, INC.	02/24/2022	2,116.50
37536	CARQUEST	CARQUEST AUTO PARTS	02/24/2022	286.45
37537	CINTS	CINTAS CORPORATION	02/24/2022	500.10
37538	COMCASTB	COMCAST BUSINESS	02/24/2022	641.40
37539	RANDB	CORE & MAIN	02/24/2022	6,061.46
37540	RGUINTO	RONNIE GUINTO	02/24/2022	100.00
37541	HOMEDPC	HOME DEPOT	02/24/2022	33.30
37542	KIMBALLM	KIMBALL MIDWEST, INC.	02/24/2022	102.90
37543	MOMADRIE	MONIQUE MADRID	02/24/2022	3,133.82
37544	MATCOTLS	MATCO TOOLS	02/24/2022	379.01
37545	RAYMORG/	RAY MORGAN COMPANY	02/24/2022	280.16
37546	OFFICEDE	OFFICE DEPOT, INC.	02/24/2022	705.71
37547	PACOFFIC	PACIFIC OFFICE AUTOMATION	02/24/2022	247.49
37548	PETCAT	PETERSON CAT	02/24/2022	1,592.78
37549	PRECISE	PRECISE, INC.	02/24/2022	308.90
37550	SMDAILYJ	SAN MATEO DAILY JOURNAL	02/24/2022	1,916.00
37551	SAMALAW1	SAN MATEO LAWN MOWER SHOP	02/24/2022	29.59
37552	STEPFORD	STEPFORD BUSINESS, INC.	02/24/2022	4,173.32
37553	VERIZON	VERIZON WIRELESS	02/24/2022	1,861.05
102031	AIRGAS	AIRGAS, LLC	02/24/2022	187.12
102032	CPSHRCON	CPS HR CONSULTING	02/24/2022	8,000.00
102034	OPERTECH	OPERATIONAL TECHNICAL SERVICES	02/24/2022	3,600.00
102035	SFWATER	SAN FRANCISCO WATER DEPT	02/24/2022	383,996.00
102036	SCOTSMAN	WILLIAMS SCOTSMAN	02/24/2022	858.76
102037	XIOINC	XIO, INC.	02/24/2022	666.00
102137	DFS	DOCUMENT FULFILLMENT SERVICES	02/24/2022	160.89
102138	VERIZON	VERIZON WIRELESS	02/24/2022	1,657.07
Total for 2/24/2022:				423,595.78
102094	adppayrl	adp	02/25/2022	8,074.97
102095	adppayrl	adp	02/25/2022	16,035.94
102096	calpers	CALPERS	02/25/2022	3,268.21
102097	calpers	CALPERS	02/25/2022	411.14
102098	icmacont	ICMA contributions	02/25/2022	3,313.24
102099	healtheq	Health Equity	02/25/2022	385.00

Check No	Vendor No	Vendor Name	Check Date	Check Amount
102135	achretn	ACH Returns	02/25/2022	3.00
Total for 2/25/2022:				31,491.50
102118	adppayrl	adp	02/28/2022	13,573.47
102119	adppayrl	adp	02/28/2022	32,452.48
102121	icmacont	ICMA contributions	02/28/2022	1,020.00
102122	healtheq	Health Equity	02/28/2022	330.00
Total for 2/28/2022:				47,375.95
Report Total (131 checks):				847,179.29



**AGENDA ITEM NO. 5.C.**

DATE: March 24, 2022  
TO: Board of Directors  
FROM: Tammy Rudock, General Manager

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**SUBJECT: REAFFIRM RESOLUTION 2021-26 MAKING FINDINGS PURSUANT TO ASSEMBLY BILL 361 THAT THE PROCLAIMED COVID-19 STATE OF EMERGENCY CONTINUES TO IMPACT THE ABILITY OF THE MPWD BOARD OF DIRECTORS AND ITS COMMITTEES TO MEET SAFELY IN PERSON**

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**RECOMMENDATION:** Reaffirm Resolution 2021-26.

**FISCAL IMPACT:** None.

**BACKGROUND:**

On March 4, 2020, Governor Newsom declared a State of Emergency to exist in California because of the threat 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 protect against 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 remained in effect through September 30, 2021, which was later extended to December 31, 2021, and extended again through March 31, 2022.

**DISCUSSION:**

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

On October 28, 2021, the Board adopted Resolution 2021-26. Per AB 361, the Board will need to consider and reaffirm, by motion, the findings of this resolution every thirty (30) days.

By reaffirming Resolution 2021-26, the Board has considered the circumstances of the proclaimed State of Emergency, including continued state and local recommended measures promoting social distancing, and finds that it continues to directly impact the ability of the Board members to meet safely in person.

Attachment: Resolution 2021-26

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BOARD ACTION: A PPROVED:\_\_\_\_ DENIED:\_\_\_\_ POSTPONED:\_\_\_\_ STAFF DIRECTION:\_\_\_\_  
UNANIMOUS\_\_\_\_ WHEELER\_\_\_\_ VELLA\_\_\_\_ ZUCCA\_\_\_\_ JORDAN\_\_\_\_ SCHMIDT\_\_\_\_

**RESOLUTION NO. 2021-26**

**MAKING FINDINGS PURSUANT TO ASSEMBLY BILL 361  
THAT THE PROCLAIMED COVID-19 STATE OF EMERGENCY CONTINUES  
TO IMPACT THE ABILITY OF THE MPWD BOARD OF DIRECTORS  
AND ITS COMMITTEES TO MEET SAFELY IN PERSON**

\* \* \*

**MID-PENINSULA WATER DISTRICT**

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

**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 protect against the spread of COVID-19, and to protect the health and safety of the public; and

**WHEREAS**, 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, and then expires; and

**WHEREAS**, on September 16, 2021, the Governor signed Assembly Bill 361 (AB 361) into law as urgency legislation that went into effect immediately, that amended Government Code Section 54953 to allow legislative bodies to continue to meet remotely during a proclaimed State of Emergency, provided certain conditions were met and certain findings were made; and

**WHEREAS**, on September 20, 2021, the Governor issued Executive Order N-15-21 that generally suspended the AB 361 amendments to Government Code Section 54953 until October 1, 2021, and therefore clarifying that Executive Order N-29-20 controlled through September 30, 2021; and

**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 Mid-Peninsula Water District has considered the circumstances of the proclaimed COVID-19 State of Emergency and finds that it continues to directly impact the ability of the Board members to meet safely in person, and state or local officials continue to impose or recommend measure to promote social distancing.

**BE IT FURTHER RESOLVED** that the Mid-Peninsula Water 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 of Directors of the Mid-Peninsula Water District will consider findings in this resolution every thirty (30) days and may, by motion, reaffirm these findings.


**PASSED AND ADOPTED** this 28<sup>th</sup> day of October 2021 by the following vote:

AYES: Directors Vella, Zucca, Mostasisa, Wheeler, Schmidt

NOES: 0

ABSTENTIONS: 0

ABSENCES: 0

  
Board President

ATTEST:

  
Board Secretary



**AGENDA ITEM NO. 6.A.**

DATE: March 24, 2022  
TO: Board of Directors  
FROM: Tammy Rudock, General Manager

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**SUBJECT: CONSIDER MPWD DIVISION MAP PLAN 2 FOR THE BOARD OF DIRECTORS ELECTORAL SYSTEM, PURSUANT TO THE CALIFORNIA VOTING RIGHTS ACT, AND ADOPT ORDINANCE NO. 122 APPROVING THE CHANGE FROM AT-LARGE TO DIVISION-BASED ELECTIONS FOR MEMBERS OF THE MPWD BOARD OF DIRECTORS COMMENCING NOVEMBER 2022, AND DIRECTING THE GENERAL MANAGER TO PROCEED WITH THE NECESSARY STEPS TO ENSURE COMPLIANCE FOR THE MPWD**

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**RECOMMENDATION:**

1. Receive final presentation of MPWD Division Map Plan 2 by Redistricting Partners.
2. Open the public hearing.
3. Receive public input on MPWD Division Map Plan 2.
4. Enter into the record three (3) comments received via emails from
  - A. Deniz Bolbol on February 28, 2022, that supported Division Map Plan 2 because “it correctly supported the neighborhoods”;
  - B. Kristin Mercer on February 28, 2022, that supported Division Map Plan 2 because “it most accurately reflected the intent of districting for keeping communities of like-interests together”; and
  - C. Donald Carow on March 7 and 8, 2022, who “did not support districting or the unfunded state mandates” for these types of processes.
5. Close the public hearing.
6. Adopt Ordinance No. 122.

**FISCAL IMPACT:**

Contract w/Redistricting Partners (for on-site meetings-MAX)	\$42,000
Plus 10% Contingency	<u>\$ 4,200</u>
Total Project Budget	\$46,200

Estimated advertising costs for publishing public hearing notices in the Daily Journal—two times each month from January 2022 through March 2022 (\$6,000); and John Davidson’s time for website management of this project (\$2,500).

**BACKGROUND:**

***What is the California Voting Rights Act?***

The California Voting Rights Act (CRVA) takes the principles of the Federal Voting Rights Act and expands it. The CRVA prohibits the use of at-large election systems in local government if there is racially polarized voting.

- “At-large” is defined as anything other than a system in which an elected official resides and is only elected by members of that district (zone or division).
- “Racially polarized voting” is determined through an analysis that quantifies the amount of voting, which can be shown to be correlated to race.

***MPWD Electoral System***

- The MPWD Board of Directors is currently comprised of five (5) Directors who serve four-year staggered terms and are elected in even-numbered years, pursuant to California Water Code Sections 30500 and 30501, and California Elections Code Section 10505.
- The MPWD’s enabling legislation (California Water Code Sections 30292 et seq.) mandated that the Directors be elected at-large.
- In 2020, the Board had no information as to whether polarized voting existed in the MPWD service area; however, it decided to be proactive and forego the process of obtaining demographic data to make that determination, and instead voluntarily chose to change the electoral system to a zone-based system from its current at-large system to ensure the fairest and most-inclusive elections process.
- There was not sufficient time for the MPWD to meet the Department of Elections deadline of June 1, 2020, for an electoral system change for the November 2020 election. Therefore, the MPWD intended to have its Directors elected by new zones beginning in November 2022. Three (3) Director positions are set to be on the ballot in November 2022 and the remaining two (2) in November 2024.
- Due to the global COVID-19 emergency pandemic the U.S. 2020 Census results were not expected to be timely delivered by the July 31, 2021, deadline. In fact, the census data was not published until September 2021.

Here is a timeline of past Board action and activities related to the MPWD electoral conversion process:

- June 25, 2020: The Board approved Resolution 2020-19 Approving the Intention to Change from At-Large to Zone-Based Elections for Election of Members of the Board of Directors Commencing in November of 2022.
- May 27, 2021: The Board approved a contract for professional services between the MPWD and Redistricting Partners (RP) for the Zone-Based Election Process Demography, and a total project budget in the amount of \$46,200.
- October 28, 2021: The Board received a presentation by consultant Redistricting Partners of two (2) draft preliminary Division maps for MPWD November 2022 Board Member Elections.
- January 27, 2022: First Public Hearing on the conversation from an at-large electoral system for members of the MPWD Board of Directors to a system based on five (5) divisions. The MPWD’s demographer consultant presented the updated census data for the MPWD’s service area, identified significant neighborhoods and communities, and summarized the two (2) draft maps of the five (5) potential election divisions. No public comment was received.

February 24, 2022: Second Public Hearing on the conversion from at-large electoral system for members of the MPWD Board of Directors to a system based on five (5) divisions. The MPWD's demographer consultant summarized the two (2) draft map plans of the five (5) election divisions. Following Board discussion, the MPWD Draft Map Plan 2 was the preferred option for moving forward.

**DISCUSSION:**

In continuance of its electoral conversion process, this evening the Board will hold its final public hearing to solicit input regarding the preferred MPWD Division Map Plan 2. Consultant Redistricting Partners will make its presentation based on the data compiled from the 2020 U.S. Census.

The Public Hearing Notice was posted at the MPWD and its website on January 19, 2022. It was e-blasted on Nextdoor throughout Belmont and neighboring communities (including San Carlos). A promotional card was mailed to each MPWD customer during the week of February 14<sup>th</sup>. Finally, notice of the public hearings was published in the Daily Journal twice each month in January, February, and March.

All information related to the MPWD's districting process was posted for public information and advance review: <https://www.midpeninsulawater.org/elections>

Attachment: Ordinance No. 122  
PowerPoint Presentation by Redistricting Partners

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BOARD ACTION: A PPROVED:\_\_\_\_ DENIED:\_\_\_\_ POSTPONED:\_\_\_\_ STAFF DIRECTION:\_\_\_\_  
UNANIMOUS\_\_\_\_ WHEELER\_\_\_\_ VELLA\_\_\_\_ ZUCCA\_\_\_\_ JORDAN\_\_\_\_ SCHMIDT\_\_\_\_

**ORDINANCE NO. 122**

**APPROVING THE CHANGE FROM AT-LARGE TO DIVISION-BASED  
ELECTORAL SYSTEM FOR MEMBERS OF THE MPWD BOARD OF DIRECTORS  
COMMENCING IN NOVEMBER OF 2022**

\* \* \*

**MID-PENINSULA WATER DISTRICT**

This Ordinance is adopted according to the following facts and circumstances, which are found and declared by the Board of Directors (Board) of the Mid-Peninsula Water District (MPWD).

**WHEREAS**, the MPWD is a Water 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 MPWD was established in 1929 with boundaries including the City of Belmont and portions of the City of San Carlos and unincorporated San Mateo County.

**WHEREAS**, under the MPWD's enabling legislation, the Board of Directors of the MPWD provides for the development and provision to its customers of a sufficient quantity of high-quality water in the most cost-effective, reliable, and environmentally sensitive manner.

**WHEREAS**, the Board seeks to manage the MPWD in a manner to maximize efficiency and to ensure delivery of quality services to residents within the MPWD's service territory.

**WHEREAS**, the Board is currently comprised of five (5) members that 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**, the MPWD's enabling legislation mandated that the Board members be elected at large.

**WHEREAS**, voter participation in the election process for Board members is of the utmost importance, and the Board desires to encourage the fullest voter participation in elections of Board members.

**WHEREAS**, the Board desires that its members represent the interests and wishes of all residents within the jurisdiction of the MPWD, and that the community have confidence that the Board continues to represent the interests and wishes to the fullest extent possible.

**WHEREAS**, three (3) MPWD Board member positions are set to be on the ballot in November of 2022, and the remaining two (2) Board member positions are set to be on the ballot in November of 2024.

**WHEREAS**, the MPWD engaged a demographer, Redistricting Partners, to review local 2020 U.S. Census data, draw maps, and assist with converting to division-based elections, and

utilize the streamlined procedure established in Election Code Sections 10010 *et seq.* to move from its prior at-large system to a division-based system.

**WHEREAS**, it is the MPWD’s intention to establish five (5) divisions that are:

- In compliance with one person, one vote requirements;
- Intended to ensure the opportunity of the MPWD’s minority groups with respect to their effective exercise of the electoral franchise; and
- Include consideration of topography, geography, cohesiveness, contiguity, integrity, and compactness of territory, non-disturbance to existing precincts for purposes of implementation, as well as maintaining vital communities of interest.

**WHEREAS**, at its regular meeting on October 28, 2021, the Board reviewed draft preliminary division maps, at which Redistricting Partners and District Counsel were present to respond to questions from Board members and the public.

**WHEREAS**, three (3) duly noticed public hearings were held during regularly scheduled Board meetings on January 27, 2022, February 24, 2022, and March 24, 2022, wherein Redistricting Partners presented two (2) division maps to the Board and public, which were explained and discussed, with the consultant and District Counsel available to respond to questions.

**WHEREAS**, at its regularly scheduled Board meeting on March 24, 2022, the Board considered the precise contours of the five (5) divisions for the election of MPWD Board members, including the map known as MPWD Division Map Plan 2 (attached as Exhibit “A”), which complies with all Federal, State, and local laws and regulations, and will ensure that all voters within the MPWD’s jurisdiction 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**, at its regularly scheduled Board meeting on March 24, 2022, the Board also considered which of the five (5) divisions would be electing members in 2022 (and every four years thereafter) and which would do so in 2024 (and every four years thereafter).

**NOW, THEREFORE, BE IT ORDAINED** that the Mid-Peninsula Water District Board of Directors as follows:

1. The MPWD declares that the change in the method of electing its Board members from at-large to division-based elections is being made in furtherance of the purposes of the California Voting Rights Act.
2. The MPWD establishes an electoral system with division-based elections for the election of its Board members commencing in November 2022 with five (5) divisions as shown on the MPWD Division Map Plan 2, which is attached as Exhibit “A”, and incorporated by this reference.
3. The sequence of elections for each of the five (5) divisions will be as follows:
  - A. MPWD Board member elections for Divisions 3, 4, and 5 will be in 2022 and every four years thereafter; and
  - B. MPWD Board member elections for Divisions 1 and 2 will be in 2024 and every four years thereafter.

4. All candidates and Board members of the MPWD must reside in, and be a registered voter in, the electoral division in which they seek to serve or serves.
5. The General Manager is authorized to take all actions necessary to give effect to this Ordinance, including providing information to the County of San Mateo Elections Office.

**REGULARLY PASSED AND ADOPTED** at a regular meeting of the Board of Directors of the Mid-Peninsula Water District duly held on the 24<sup>th</sup> day of March 2022 by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENCES:

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BOARD PRESIDENT

ATTEST:

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BOARD SECRETARY

# Districting Final Maps



# Traditional Districting 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

# Draft Map Options

- Draft Plan 1
- Draft Plan 2

**REDISTRICTING PARTNERS** Mid Peninsula Water District  
Draft Plan 2

**2020 Census**

	1	2	3	4	5
Population	5,098	5,804	6,136	5,820	5,720
Deviation	-250	-44	28	2	-48
Deviation %	-3.3%	-0.7%	0.3%	0.0%	-0.8%
Other	3,196	3,291	4,052	3,299	3,428
Other %	27.7%	26.7%	66.0%	27.0%	46.0%
Latino	491	880	960	722	1,089
Latino %	9.6%	15.2%	15.6%	12.4%	19.0%
Asian	10	10	10	10	10
Asian %	0.2%	0.2%	0.2%	0.2%	0.2%
Black	10	10	10	10	10
Black %	0.2%	0.2%	0.2%	0.2%	0.2%

**Citizen Voting Age**

Total CVAP	1,947	2,186	2,186	2,186	2,186
Other CVAP %	65.2%	65.2%	65.2%	65.2%	65.2%
Latino CVAP %	37%	37%	37%	37%	37%
Asian CVAP %	0.3%	0.3%	0.3%	0.3%	0.3%
Black CVAP %	0.3%	0.3%	0.3%	0.3%	0.3%
Black CVAP %	0.3%	0.3%	0.3%	0.3%	0.3%

Mid Peninsula Water District  
Draft Plan 2



**REDISTRICTING PARTNERS** Mid Peninsula Water District  
Draft Plan 1

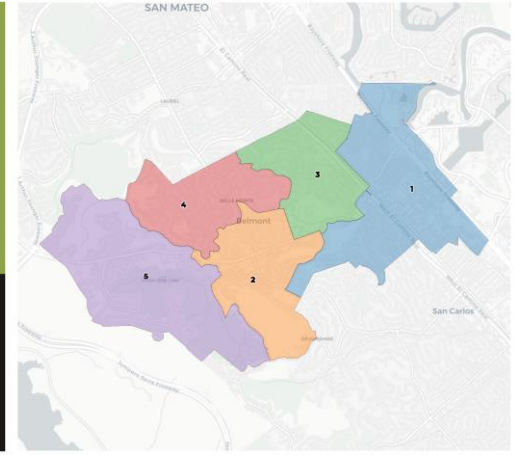
**2020 Census**

	1	2	3	4	5
Population	4,092	5,701	5,695	5,664	5,936
Deviation	274	87	-22	-154	18
Deviation %	4.7%	1.5%	-0.3%	-2.7%	0.3%
Other	3,083	3,348	3,015	3,608	3,323
Other %	50.6%	58.7%	52.9%	63.7%	56.0%
Latino	1,061	854	799	490	946
Latino %	26.2%	15.0%	14.0%	8.7%	15.9%
Asian	194	194	194	194	194
Asian %	4.7%	3.4%	3.4%	3.4%	3.3%
Black	10	10	10	10	10
Black %	0.2%	0.2%	0.2%	0.2%	0.2%

**Citizen Voting Age Popul**

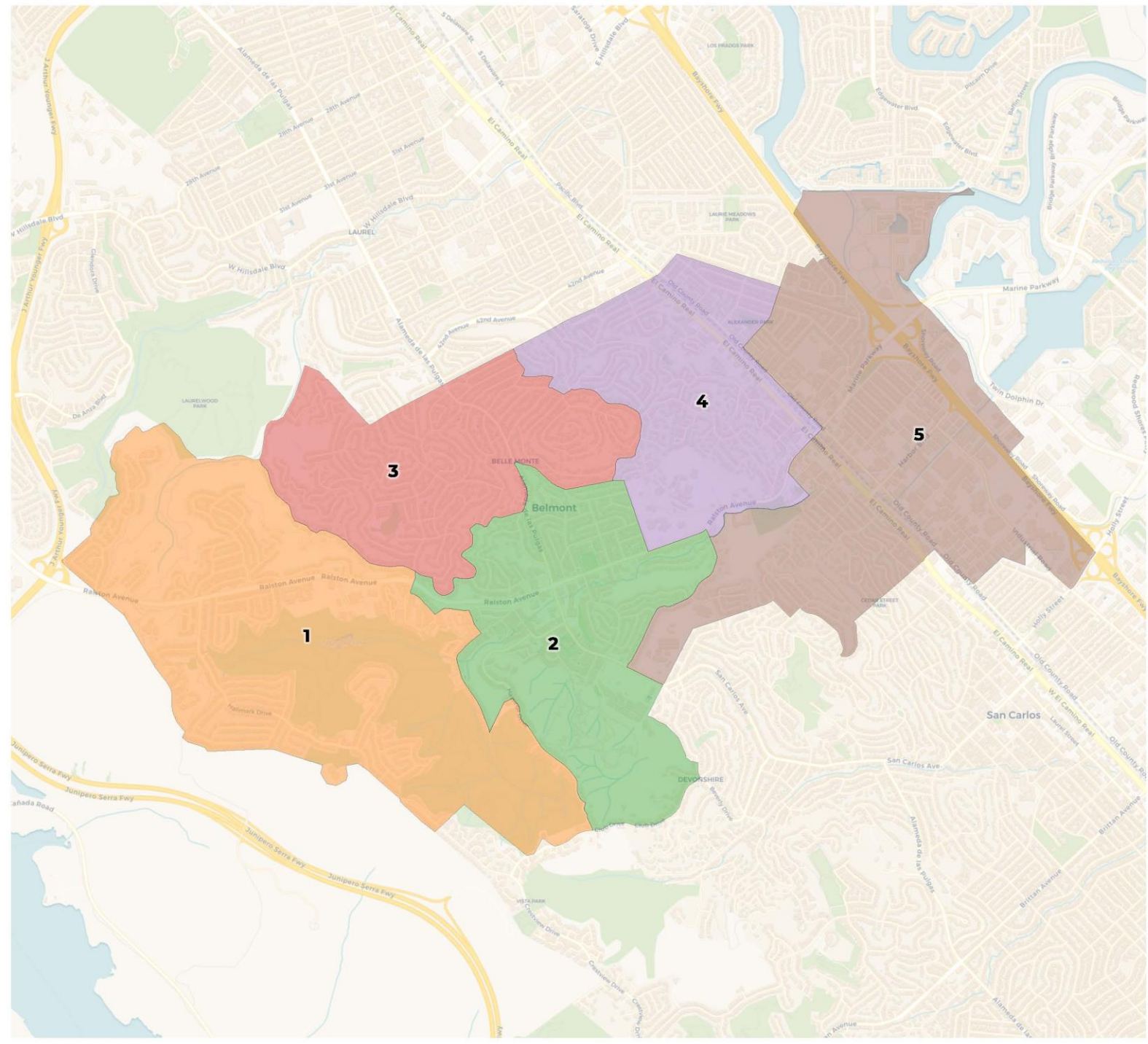
Total CVAP	1,947	2,186	2,186	2,186	2,186
Other CVAP %	65.2%	65.2%	65.2%	65.2%	65.2%
Latino CVAP %	37%	37%	37%	37%	37%
Asian CVAP %	0.3%	0.3%	0.3%	0.3%	0.3%
Black CVAP %	0.3%	0.3%	0.3%	0.3%	0.3%
Black CVAP %	0.3%	0.3%	0.3%	0.3%	0.3%

Mid Peninsula Water District  
Draft Plan 1



Mid-Peninsula Water District  
Draft Plan 1

REDISTRICTING PARTNERS



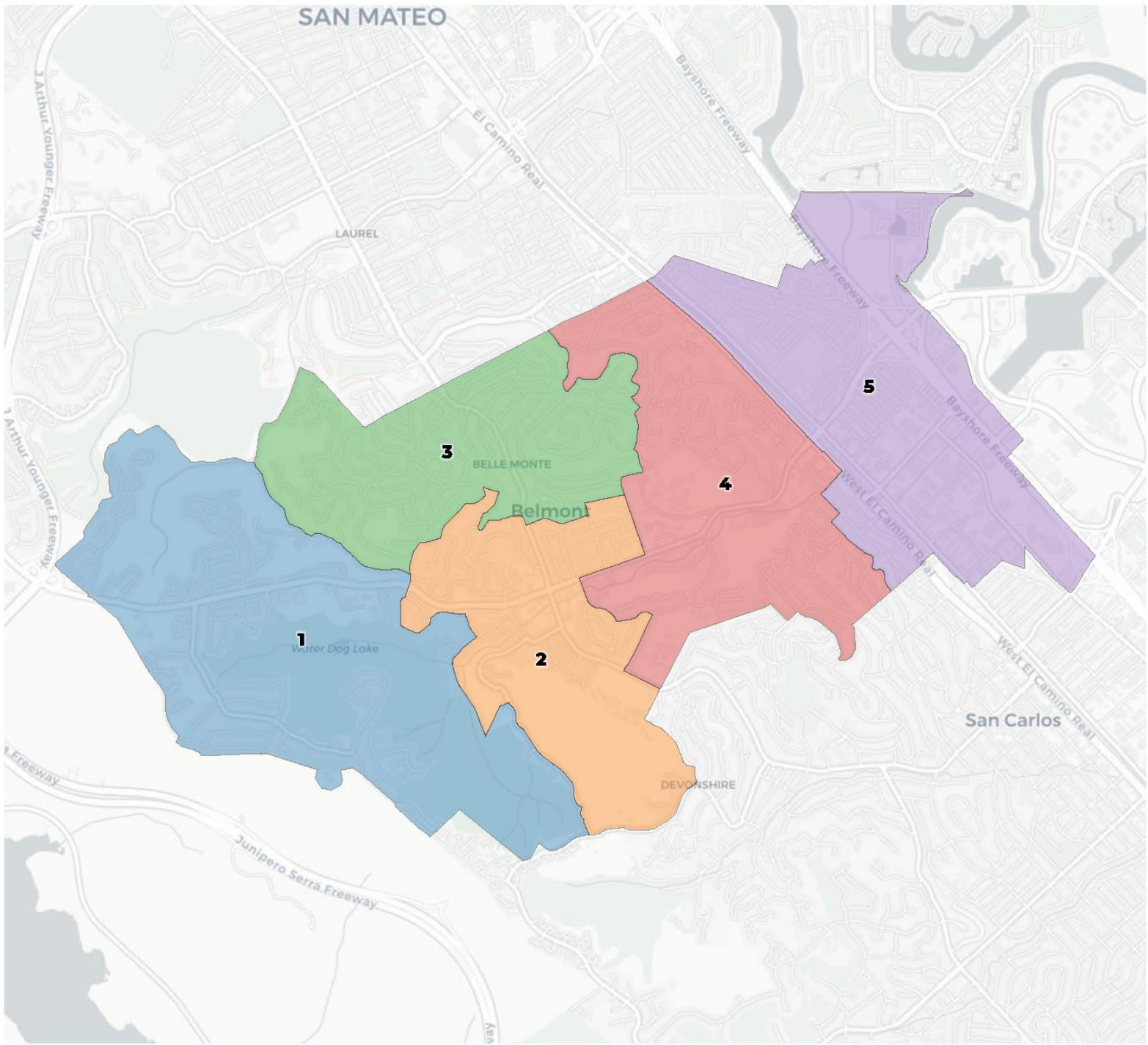
**2020 Census**

	1	2	3	4	5
Population	6,092	5,701	5,695	5,664	5,936
Deviation	274	-117	-123	-154	118
Deviation %	4.7%	-2.0%	-2.1%	-2.6%	2.0%
Other	3,083	3,348	3,015	3,688	3,362
Other %	50.6%	58.7%	52.9%	65.1%	56.6%
Latino	1,061	854	791	490	546
Latino %					9.2%
Asian					1,961
Asian %	30.3%	25.3%	31.2%	25.7%	33.0%
Black	101	55	110	33	67
Black %	1.7%	1.0%	1.9%	0.6%	1.1%

Total Deviation of 7.3%

**Citizen Voting Age Population (CVAP)**

	1	2	3	4	5
Total CVAP	3,306	3,680	3,449	3,759	3,971
Other CVAP	2,156	2,564	2,277	2,475	2,680
Other CVAP %	65.2%	69.7%	66.0%	65.8%	67.5%
Latino CVAP	374	433	355	297	442
Latino CVAP %	11.3%	11.8%	10.3%	7.9%	11.1%
Asian CVAP	703	654	708	980	815
Asian CVAP %	21.3%	17.8%	20.5%	26.1%	20.5%
Black CVAP	73	28	110	8	34
Black CVAP %	2.2%	0.8%	3.2%	0.2%	0.9%



**2020 Census**

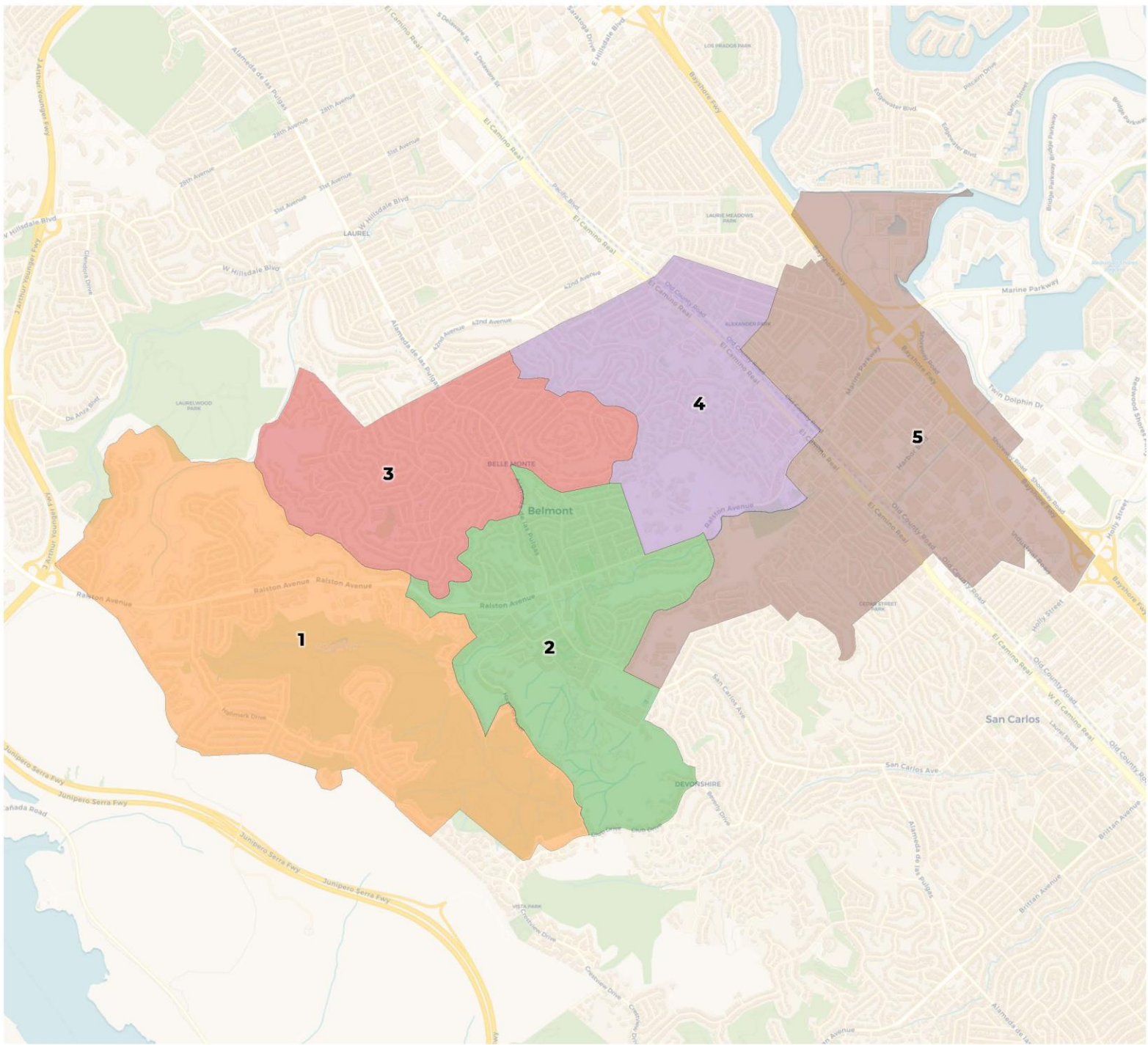
	1	2	3	4	5
Population	5,598	5,804	6,136	5,820	5,730
Deviation	-220	-14	318	2	-88
Deviation %	-3.8%	-0.2%	5.5%	0.0%	-1.5%
Other	3,196	3,291	4,052	3,319	2,638
Other %	57.1%	56.7%	66.0%	57.0%	46.0%
Latino	491	880	560	772	1,089
Latino %	Total Deviation of 9.3%				
Asian					
Asian %	33.0%	27.2%	24.2%	28.9%	33.1%
Black	61	57	42	99	107
Black %	1.1%	1.0%	0.7%	1.7%	1.9%

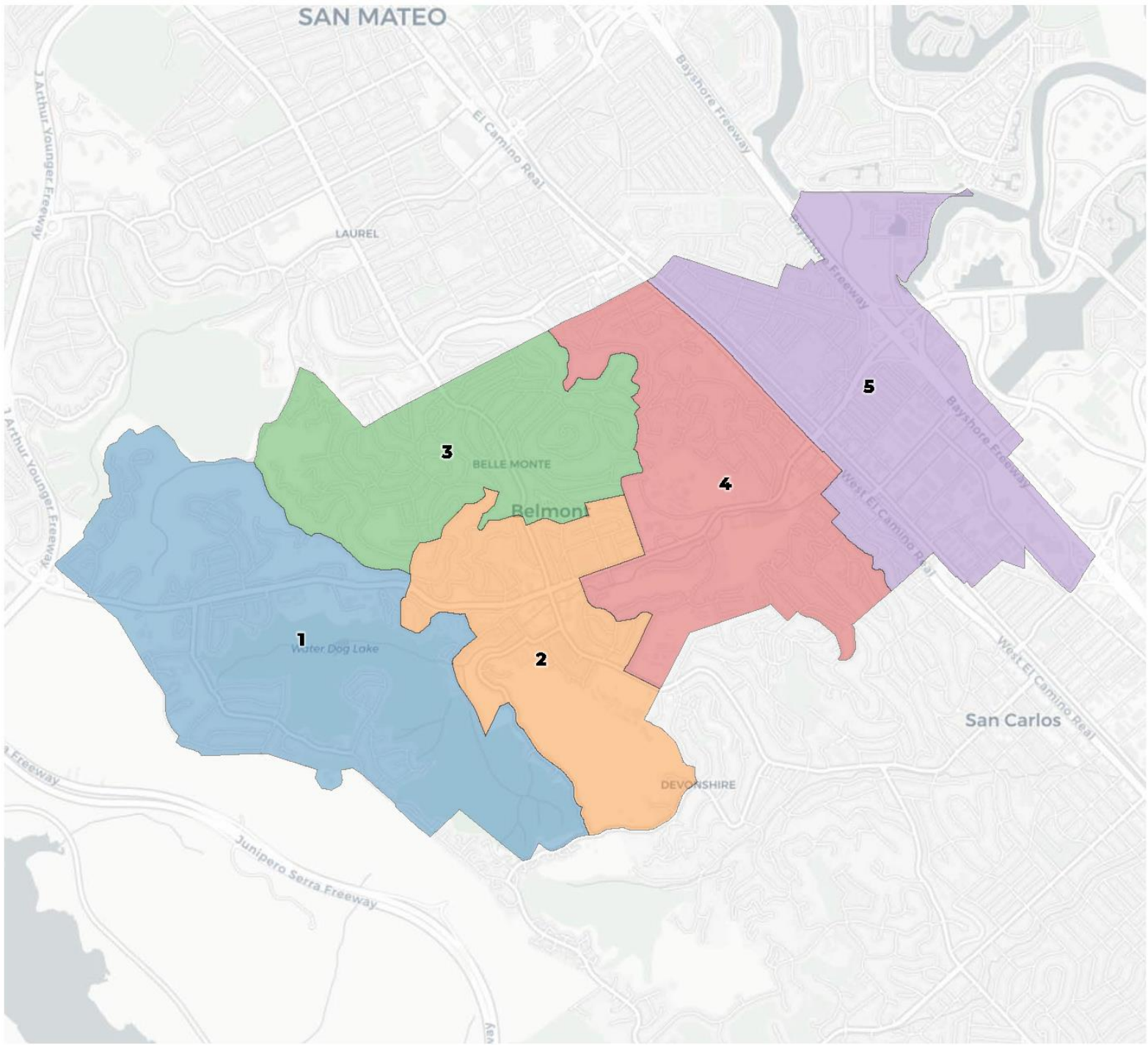
**Citizen Voting Age Population (CVAP)**

	1	2	3	4	5
Total CVAP	3,725	3,796	3,971	3,717	2,956
Other CVAP	2,542	2,607	2,618	2,626	1,758
Other CVAP %	68.2%	68.7%	65.9%	70.7%	59.5%
Latino CVAP	395	461	311	344	390
Latino CVAP %	10.6%	12.1%	7.8%	9.3%	13.2%
Asian CVAP	757	705	1,031	634	732
Asian CVAP %	20.3%	18.6%	26.0%	17.1%	24.8%
Black CVAP	31	24	10	112	76
Black CVAP %	0.8%	0.6%	0.3%	3.0%	2.6%

# Mid-Peninsula Water District Draft Plan 1

# REDISTRICTING PARTNERS



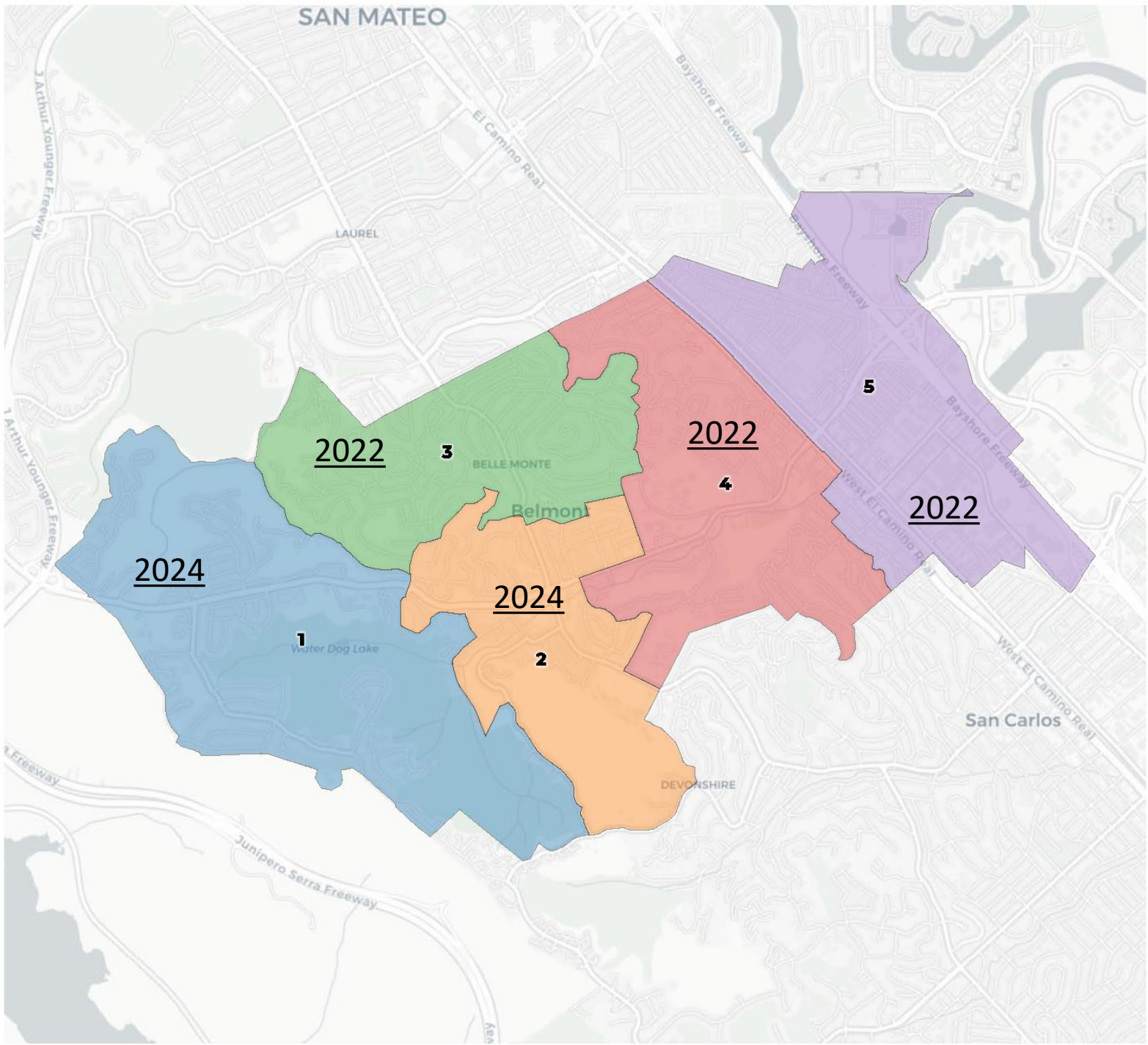


# Sequencing of Election Districts

Sequencing determines when each division is up for election, and then residents will vote in those divisions every four years thereafter.

After talking with staff, we recommend the following sequencing:

2022	2024
<ul style="list-style-type: none"><li>• Division 3</li><li>• Division 4</li><li>• Division 5</li></ul>	<ul style="list-style-type: none"><li>• Division 1</li><li>• Division 2</li></ul>



# Districting Process

## Timeline for Upcoming Meetings

January 27<sup>th</sup>, 2022

Board Meeting on Draft Maps

February 24<sup>th</sup>, 2022

Board Meeting on Draft Maps

**March 24<sup>th</sup>, 2022**

**Final Vote on Maps**



**AGENDA ITEM NO. 7.A.**

DATE: March 24, 2022  
TO: Board of Directors  
FROM: Tammy Rudock, General Manager

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**SUBJECT: CONSIDER RESOLUTION 2022-06 APPROVING THE MINIMUM PURCHASE AMENDMENT TO THE AMENDED AND RESTATED WATER SUPPLY AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND WHOLESALE CUSTOMERS IN ALAMEDA COUNTY, SAN MATEO COUNTY, AND SANTA CLARA COUNTY**

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**RECOMMENDATION**

Adopt Resolution 2022-06.

**FISCAL IMPACT**

None is anticipated from this amendment.

**BACKGROUND**

In June 2009, the Mid-Peninsula Water District (MPWD) entered into a Water Supply Agreement with the City and County of San Francisco (San Francisco) and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County (WSA). The WSA establishes the terms by which the twenty-six Wholesale Customers purchase water from the San Francisco Regional Water System. The WSA builds upon the 1984 "Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and Certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County."

In September 2017, the Bay Area Water Supply and Conservation Agency (BAWSCA) and the Water Management Representatives (WMRs) of the BAWSCA member agencies began reviewing the issue of Minimum Purchase Quantities, as described in Section 3.07.C of the WSA, and discussing the creation of a process to transfer Minimum Purchase Quantities. Throughout 2017 and 2018, the WMRs held multiple meetings during which the agencies currently subject to Minimum Purchase Quantity requirements and the other Wholesale Customers shared their interests and concerns regarding changes to the Minimum Purchase Quantity requirements and allowing transfers of Minimum Purchase Quantities.

On January 24, 2019, by Resolution 2019-03, the MPWD approved the Amended and Restated WSA.

Under Article 3 of the Amended and Restated WSA, the San Francisco Public Utilities Commission (SFPUC) agrees to deliver water to the Wholesale Customers up to the amount of 184 million gallons per day (MGD), referred to as the "Supply Assurance," and the Wholesale Customers have allocated shares of the Supply Assurance among themselves, referred to as Individual Supply Guarantees (ISG).

Section 3.04 of the Amended and Restated WSA enables a Wholesale Customer that has an ISG to transfer a portion of its ISG to one or more other Wholesale Customers, subject to several conditions.

Section 3.07 of the Amended and Restated WSA provides that four Wholesale Customers (Alameda County Water District and the Cities of Milpitas, Mountain View, and Sunnyvale, collectively, the "Minimum Purchase Customers") may purchase water from sources other than the SFPUC, but they are each obligated to purchase a specific minimum annual quantity of water from the SFPUC, referred to as a "Minimum Purchase requirement." If a Minimum Purchase Customer does not meet its minimum purchase requirement in a particular fiscal year, it must pay the SFPUC for the difference between its metered water purchases during the fiscal year and its minimum annual purchase quantity set forth in Attachment E of the Amended and Restated WSA. The Amended and Restated WSA does not currently allow a Minimum Purchase Customer to transfer a portion of its minimum purchase requirement and the associated financial obligation to another Wholesale Customer.

In 2019, the Wholesale Customers directed BAWSCA to draft a proposed amendment to the Amended and Restated WSA to provide a procedure for expedited and permanent transfers of Minimum Purchase Quantities that safeguards the financial and water supply interests of Wholesale Customers not participating in such transfers.

### **DISCUSSION**

The proposed amendment shown in the redline attachment allows Wholesale Customers with ISGs to permanently transfer a portion of Minimum Purchase Quantity through an expedited procedure. The proposed amendment offers the following benefits:

1. Procedural safeguards built into the process by which a Wholesale Customer transfers a portion of its Minimum Purchase Quantity and ISG ensure that such transfers will not result in new or different risks to the water supply and financial interests of Wholesale Customers not participating in a transfer.
2. A Minimum Purchase Customer may transfer a portion of its Minimum Purchase Quantity within its respective ISG to reduce its financial obligation to pay for imputed sales for Minimum Purchase water that it did not use.
3. Intra-system water transfers are one potential solution to long term water reliability needs among the Wholesale Customers. This expedited, permanent transfer procedure will allow intra-system water transfers of Minimum Purchase Quantity to occur without a contract amendment approved by the Wholesale Customers, thus removing administrative obstacles to such transfers.
4. Expedited permanent intra-system transfers of portions of Minimum Purchase Quantity and ISG will facilitate the development of new water supplies by the SFPUC that are necessary to support the Cities of San Jose and Santa Clara becoming permanent Wholesale Customers.
5. The Wholesale Customers may increase the 6 MGD cap on the total aggregate amount of Minimum Purchase Quantity that may be transferred by all of the Minimum Purchase Customers over the course of one or multiple transfers if demand for Minimum Purchase Quantity transfers exceeds 6 MGD in the future.

San Francisco, acting by and through the SFPUC, approved the 2021 Amended and Restated Water Supply Agreement, as negotiated by BAWSCA, on January 26, 2021, pending approval by the requisite number of the Wholesale Customers.

A fact sheet about the proposed contract amendment is attached for information.

Attachments: Resolution 2022-06  
Redline Comparing 2018 Amended and Restated Water Supply Agreement to Minimum Purchase  
Amendment: Sections 3.04, 3.07, and 2.03  
Fact Sheet on Proposed Contract Amendment Regarding the Minimum Annual Purchase Quantity

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BOARD ACTION: APPROVED:\_\_\_\_ DENIED:\_\_\_\_ POSTPONED:\_\_\_\_ STAFF DIRECTION:\_\_\_\_  
UNANIMOUS\_\_\_\_ WHEELER\_\_\_\_ VELLA\_\_\_\_ ZUCCA\_\_\_\_ JORDAN\_\_\_\_ SCHMIDT\_\_\_\_

**RESOLUTION NO. 2022-06**

**APPROVING THE MINIMUM PURCHASE AMENDMENT  
TO THE AMENDED AND RESTATED WATER SUPPLY AGREEMENT BETWEEN  
THE CITY AND COUNTY OF SAN FRANCISCO AND WHOLESALE CUSTOMERS  
IN ALAMEDA COUNTY, SAN MATEO COUNTY, AND SANTA CLARA COUNTY**

\* \* \*

**MID-PENINSULA WATER DISTRICT**

**WHEREAS**, water supply agencies in Alameda, San Mateo, and Santa Clara Counties have purchased water from the City and County of San Francisco (San Francisco) for many years; and

**WHEREAS**, the San Francisco Public Utilities Commission (SFPUC or Commission) operates the Regional Water System, which delivers water to communities in Alameda, San Mateo, and Santa Clara Counties, as well as to customers within San Francisco (collectively, “the Parties”); and

**WHEREAS**, the Parties entered into the “Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and Certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County” in 1984 (1984 Settlement Agreement and Master Water Sales Contract); and

**WHEREAS**, in April 2003, water supply agencies in Alameda, San Mateo and Santa Clara Counties (collectively referred to as the “Wholesale Customers” or “BAWSCA member agencies”) established the Bay Area Water Supply and Conservation Agency (BAWSCA), as authorized by Water Code Section 81300 *et seq.*; and

**WHEREAS**, upon expiration of the 1984 Settlement Agreement and Master Water Sales Contract, the Parties entered into the “Water Supply Agreement between San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County” (Water Supply Agreement or WSA) on July 1, 2009, authorized by SFPUC Resolution No. 09-0069, dated April 28, 2009; and

**WHEREAS**, in 2017, the Wholesale Customers directed BAWSCA to act as its authorized representative in discussions and negotiations with San Francisco to amend the Water Supply Agreement to address a number of substantive issues and these negotiations resulted in the Parties’ adoption of the Amended and Restated Water Supply Agreement (Amended and Restated Water Supply Agreement) in 2018, authorized by SFPUC Resolution No. 18-0212, dated December 11, 2018; and

**WHEREAS**, on January 24, 2019, by Resolution 2019-03, the MPWD approved the Amended and Restated Water Supply Agreement; and

**WHEREAS**, under Article 3 of the Amended and Restated Water Supply Agreement, the SFPUC agrees to deliver water to the Wholesale Customers up to the amount of 184 million gallons per day (MGD), referred to as the “Supply Assurance,” and the Wholesale Customers have allocated shares of the Supply Assurance among themselves, referred to as Individual Supply Guarantees (“ISG”); and

**WHEREAS**, Section 3.04 of the Amended and Restated Water Supply Agreement enables a Wholesale Customer that has an ISG to transfer a portion of its ISG to one or more other Wholesale Customers, subject to several conditions; and

**WHEREAS**, under Section 3.07 of the Amended and Restated Water Supply Agreement, four Wholesale Customers (Alameda County Water District and the Cities of Milpitas, Mountain View, and Sunnyvale, collectively, the “Minimum Purchase Customers”) may purchase water from sources other than the SFPUC, but they are each obligated to purchase a specific minimum annual quantity of water from the SFPUC, referred to as a “Minimum Purchase requirement”; and

**WHEREAS**, if a Minimum Purchase Customer does not meet its Minimum Purchase requirement in a particular fiscal year, it must pay the SFPUC for the difference between its metered water purchases during the fiscal year and its minimum annual purchase quantity set forth in Attachment E of the Amended and Restated Water Supply Agreement; and

**WHEREAS**, the Amended and Restated Water Supply Agreement does not currently allow a Minimum Purchase Customer to transfer a portion of its Minimum Purchase requirement and the associated financial obligation to another Wholesale Customer; and

**WHEREAS**, in September 2017, BAWSCA and the Water Management Representatives (WMRs) of the BAWSCA member agencies began reviewing the issue of Minimum Purchase Quantities, as described in Section 3.07.C of the Water Supply Agreement, and discussing the creation of a process to transfer Minimum Purchase Quantities; and

**WHEREAS**, throughout 2017 and 2018, the WMRs held multiple meetings during which the agencies currently subject to Minimum Purchase Quantity requirements and the other Wholesale Customers shared their interests and concerns regarding changes to the Minimum Purchase Quantity requirements and allowing transfers of Minimum Purchase Quantities; and

**WHEREAS**, at the time the Amended and Restated Water Supply Agreement was approved, the Parties expressed a collective interest in working together to develop a process for the expedited and permanent transfer of Minimum Purchase Quantities; and

**WHEREAS**, in 2019, the Wholesale Customers directed BAWSCA to draft a proposed amendment to the Amended and Restated Water Supply Agreement to provide a procedure for expedited and permanent transfers of Minimum Purchase Quantities that safeguards the financial and water supply interests of Wholesale Customers not participating in such transfers; and

**WHEREAS**, the Parties recognize that, both before and after the most recent statewide drought, after meeting drought-related conservation mandates, several BAWSCA member agencies were unable to meet their respective Minimum Purchase requirements described in Article 3.07 of the Amended and Restated Water Supply Agreement, which requires payment for water up to the required Minimum Purchase level even if such water is not delivered and used; and

**WHEREAS**, several of the Wholesale Customers with Minimum Purchase requirements might be interested in transferring a portion of their Minimum Purchase Quantity within their respective ISGs to reduce the financial obligation to pay for imputed sales for Minimum Purchase water that is not used; and

**WHEREAS**, with its Alternative Water Supply Program, the SFPUC is in the early stages of planning for fourteen projects to support the Wholesale and Retail Customers' ability to respond to climate change and address future water supply challenges and vulnerabilities, such as regulatory changes, earthquakes, disasters, emergencies, and increases in population and employment; and

**WHEREAS**, the City of San Jose (San Jose) and the City of Santa Clara (Santa Clara) are temporary, interruptible Wholesale Customers of the SFPUC Regional Water System and both cities wish to become permanent Wholesale Customers; and

**WHEREAS**, pursuant to Section 4.06 of the Amended and Restated Water Supply Agreement, by December 31, 2028, San Francisco must complete any necessary California Environmental Quality Act (CEQA) review and must decide whether or not to make San Jose and Santa Clara permanent Wholesale Customers of the Regional Water System with a combined Individual Supply Guarantee (ISG) of 9 million gallons per day (MGD) allocated equally between the two cities, as well as how much water in excess of 9 MGD it will supply to San Jose and Santa Clara; and

**WHEREAS**, Section 4.06 of the Amended and Restated Water Supply Agreement provides: "San Francisco will make San Jose and Santa Clara permanent customers only if, and to the extent that, San Francisco determines that Regional Water System long term water supplies are available;" and

**WHEREAS**, according to SFPUC's December 2021 Alternative Water Supply Planning Quarterly Update (Quarterly Update), "[f]or San Jose and Santa Clara to become permanent customers of the SFPUC, an additional 9 MGD of new, year-round supplies would be needed to meet historic demand levels and up to 15.5 MGD would be needed to meet planned demand through 2045;" and

**WHEREAS**, according to its December Quarterly Update, SFPUC is planning with the "intention to be able to make San Jose and Santa Clara permanent customers," but is prioritizing instream flow obligations to meet existing permanent customer demands, including drought supplies; and

**WHEREAS**, SFPUC has budgeted \$298.3 million over the next ten years to fund water supply projects; and

**WHEREAS**, SFPUC, San Jose, Santa Clara, and BAWSCA are actively working together to consider water supply projects that may offer potential sources of supply to support San Jose and Santa Clara as permanent Wholesale Customers; and

**WHEREAS**, BAWSCA and SFPUC have identified intra-system water transfers as one potential solution to long term water reliability needs among the Wholesale Customers; and

**WHEREAS**, a Minimum Purchase Customer might be more inclined to transfer a portion of its ISG to another Wholesale Customer under Section 3.04 of the Amended and Restated Water Supply Agreement if it was able to include a simultaneous transfer of a portion of its Minimum Purchase requirement and the associated financial obligation; and

**WHEREAS**, allowing simplified permanent intra-system transfers of portions of Minimum Purchase Quantity and ISG will facilitate the development of new water supplies by SFPUC that are necessary to support San Jose and Santa Clara as permanent Wholesale Customers; and

**WHEREAS**, the Parties have developed a process to allow for the transfer of a Wholesale Customer's Minimum Purchase Quantity in conjunction with an ISG transfer pursuant to Section 3.04, which ensures that such transfers will not result in new or different risks to the water supply and financial interests of Wholesale Customers not participating in a transfer; and

**WHEREAS**, the Parties agree that the total aggregate amount of Minimum Purchase Quantity that may be transferred by all of the Wholesale Customers subject to Minimum Purchase requirements as first specified in Attachment E of the Amended and Restated Water Supply Agreement, over the course of one or multiple transfers, is limited to 6 MGD; and

**WHEREAS**, if demand for Minimum Purchase Quantity transfers exceeds 6 MGD in the future, the Parties agree to consider further amending Section 3.04 of the Amended and Restated Water Supply Agreement to increase the total aggregate cap on the amount of Minimum Purchase Quantity that may be transferred; and

**WHEREAS**, a proposed transfer that does not meet the requirements of Section 3.04 of the Amended and Restated Water Supply Agreement, as amended by this Resolution, may be presented as an amendment to the Amended and Restated Water Supply Agreement pursuant to Section 2.03 of the Amended and Restated Water Supply Agreement; and

**WHEREAS**, the Parties agree to consider a proposal by the City of Mountain View (Mountain View) and the City of East Palo Alto (East Palo Alto) to amend the Amended and Restated Water Supply Agreement to allow for the conversion of Mountain View's 2017 sale of 1 MGD of ISG to East Palo Alto into a transfer of 1 MGD of Mountain View's ISG that includes Minimum Purchase Quantity to East Palo Alto, over a period of time, and in a manner that protects the other Wholesale Customers' financial and water supply interests; and

**WHEREAS**, if such a conversion is approved by the Parties, the 1 MGD of Mountain View's Minimum Purchase Quantity would be counted towards the total aggregate 6 MGD cap on Minimum Purchase Quantity transfers; and

**WHEREAS**, the Parties now desire to adopt an amendment to the Amended and Restated Water Supply Agreement to permit Wholesale Customers with an ISG to transfer, or accept a transfer, of both a portion of a Wholesale Customer's ISG and its Minimum Purchase Quantity; and

**WHEREAS**, an updated Amended and Restated Water Supply Agreement, reflecting this amendment, in the form negotiated by BAWSCA (2021 Amended and Restated Water Supply Agreement), was presented to and approved by SFPUC on January 26, 2021 pursuant to SFPUC Resolution No. 21-0009; and

**WHEREAS**, the amendment considered now is not a "project" for the purposes of CEQA as it involves an administrative activity that does not result in a direct change to the environment (see 14 CCR Section 15378(b)(5)), and would not result in a direct or reasonably foreseeable indirect physical change in the environment (see 14 CCR Section 15060(c)(2)); and

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Mid-Peninsula Water District finds as follows:

1. The Board approves the modifications included in the attached "2021 Amended and Restated Water Supply Agreement Between the City and County of San Francisco Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County" dated January 2021 (2021 Amended and Restated Water Supply Agreement).
2. The General Manager is authorized and directed to sign the 2021 Amended and Restated Water Supply Agreement, in the form previously approved by the San Francisco Public Utilities Commission and by District Counsel.

**REGULARLY PASSED AND ADOPTED** this 24<sup>th</sup> day of March 2022.

AYES:

NOES:

ABSTENTIONS:

ABSENCES:

\_\_\_\_\_  
BOARD PRESIDENT

ATTEST:

\_\_\_\_\_  
BOARD SECRETARY

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT  
TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

**3.04 Permanent Transfers of Individual Supply Guarantees and Minimum Annual Purchase Quantities**

A. A Wholesale Customer that has an Individual Supply Guarantee may transfer a portion of it to one or more other Wholesale Customers, as provided in this section.

B. Transfers of a portion of an Individual Supply Guarantee must be permanent, as opposed to temporary or time-limited. Notwithstanding the previous sentence, a portion of an Individual Supply Guarantee that has been transferred under this section may be included in another transfer under this section at a later date. The minimum quantity that may be transferred is 1/10th of a MGD.

C. Transfers of a portion of a Minimum Annual Purchase Quantity may be included in transfers of a portion of an Individual Supply Guarantee and are subject to the same requirements for Individual Supply Guarantee transfers in this section as well as the following conditions:

1. Transferor of Minimum Annual Purchase Quantity. A Wholesale Customer subject to the minimum annual purchase requirements of Section 3.07.C may transfer both a portion of its Individual Supply Guarantee and a portion of its Minimum Annual Purchase Quantity to one or more Wholesale Customers that have an Individual Supply Guarantee. The process by which such a transfer may be proposed and approved is set forth in subparts D and E of this section. A Wholesale Customer that had a Minimum Annual Purchase Quantity at the start of the Term of this Agreement may not cumulatively transfer, over the course of one or multiple transfers, more than half (50%) of its Minimum Annual Purchase Quantity as first specified in Attachment E at the start of the Term of this Agreement. Wholesale Customers that had a Minimum Annual Purchase Quantity at the start of the Term of this Agreement may not cumulatively transfer, over the course of one or multiple transfers, more than 6 MGD of the total aggregate Minimum Annual Purchase Quantity specified in Attachment E at the start of the Term of this Agreement. A Wholesale Customer that received a Minimum Annual Purchase Quantity through a transfer under this section may cumulatively transfer, over the course of one or multiple transfers, a portion of or all of the Minimum Annual Purchase Quantity it received pursuant to this section. The effect of such a transfer will be a reduction in the transferor's Individual Supply Guarantee, specified in Attachment C, and a reduction in the transferor's

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT  
TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

Minimum Annual Purchase Quantity, specified in Attachment E. The SFPUC and BAWSCA will update Attachments C and E to reflect such changes, pursuant to Section 3.04.F. The reduction in the transferor's permanent Minimum Annual Purchase Quantity shall become effective in the same fiscal year in which the transfer becomes effective.

2. Transferee of Minimum Annual Purchase Quantity. A Wholesale Customer that has an Individual Supply Guarantee may be the recipient, or transferee, of both a portion of Individual Supply Guarantee and a portion of Minimum Annual Purchase Quantity from another Wholesale Customer that has an Individual Supply Guarantee, whether or not the transferee is already subject to the minimum annual purchase requirements of Section 3.07.C. When such a transfer is approved and effective, the transferee will initially have a revised Individual Supply Guarantee and a Temporary Modified Minimum Annual Purchase Quantity, which will be reflected on Attachments C and E-1, respectively, pursuant to Section 3.04.F. A Temporary Modified Minimum Annual Purchase Quantity will become effective in the same fiscal year in which the transfer becomes effective. The transferee's Temporary Modified Minimum Annual Purchase Quantity will ultimately be replaced by a permanent Minimum Annual Purchase Quantity, as described in this sub-section, which will be reflected on Attachment E pursuant to Section 3.04.F.

3. Calculation of Temporary Modified Minimum Annual Purchase Quantity. The Temporary Modified Minimum Annual Purchase Quantity that a transferee receives from a transfer under this sub-section is the sum of (1) the average annual (fiscal year) quantity of water purchased by the transferee from the SFPUC (plus Imputed Sales, if applicable) in the most recent five previous non-drought fiscal years, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. For this calculation, the five previous non-drought fiscal years need not be consecutive. Notwithstanding the preceding sentences in this paragraph, if a transferee has an existing Temporary Modified Minimum Annual Purchase Quantity at the time of a new transfer under this sub-section, the transferee's new Temporary Modified Minimum Annual Purchase Quantity under the new transfer will be the sum of (1) the transferee's existing Temporary Modified Minimum Annual Purchase Quantity, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. Attachment E-2 contains sample calculations of the Temporary Modified Minimum Annual Purchase Quantity for transferees who are subject to, or not yet subject to, the minimum annual purchase requirements of Section 3.07.C.

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT  
TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

4. Duration and Expiration of Temporary Modified Minimum Annual Purchase Quantity.

a. Once a transfer under this sub-section is approved and effective, the transferee is required to purchase from the SFPUC its Temporary Modified Minimum Annual Purchase Quantity until the quantity of water delivered annually to the transferee by the SFPUC meets or exceeds the Temporary Modified Minimum Annual Purchase Quantity for three consecutive fiscal years. It may take many years for the quantity of water delivered to meet or exceed this amount. The transferee's Temporary Modified Minimum Annual Purchase Quantity is subject to waiver by the SFPUC as described in Section 3.07.C. However, even in the event of such a waiver, a fiscal year in which the transferee still purchases from the SFPUC an amount of water that meets or exceeds its Temporary Modified Minimum Annual Purchase Quantity will count as a fiscal year in which the transferee has met or exceeded its Temporary Modified Minimum Annual Purchase Quantity for the purposes of this paragraph.

b. Once the quantity of water delivered to the transferee by the SFPUC reaches the milestone described in the preceding paragraph, the transferee will no longer be subject to the Temporary Modified Minimum Annual Purchase Quantity. Instead, the transferee will have a new permanent Minimum Annual Purchase Quantity, which will equal the sum of (1) its previous Minimum Annual Purchase Quantity, if applicable, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. The transferee's new permanent Minimum Annual Purchase Quantity will be reflected on Attachment E, and its expired Temporary Modified Minimum Annual Purchase Quantity will be removed from Attachment E-1, pursuant to Section 3.04.F. Any other Temporary Modified Minimum Annual Purchase Quantities of the transferee will remain in effect on Attachment E-1.

D. Transfers of portions of Individual Supply Guarantees, including transfers of portions of Minimum Annual Purchase Quantities, are subject to approval by the SFPUC.

SFPUC review is limited to determining (1) whether a proposed transfer complies with the Act, and (2) whether the affected facilities in the Regional Water System have sufficient capacity to accommodate delivery of the increased amount of water to the proposed transferee.

E. The participants in a proposed transfer shall provide written notice to the SFPUC and BAWSCA specifying (1) the amount of the Individual Supply Guarantee proposed to be transferred, (2) the proposed effective date of the transfer, which shall not be less than 60 days

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT  
TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

after the notice is submitted to the SFPUC, and (3) the Individual Supply Guarantees of both participants resulting from the transfer. [If a proposed transfer includes the transfer of a portion of Minimum Annual Purchase Quantity, then the participants will provide additional written notice specifying \(4\) the amount of the Minimum Annual Purchase Quantity proposed to be transferred, \(5\) transferee's Temporary Modified Minimum Annual Purchase Quantity and permanent Minimum Annual Purchase Quantity under the transfer, and \(6\) the transferor's new Minimum Annual Purchase Quantity under the transfer.](#) The SFPUC may require that the participants in any proposed transfer provide additional information reasonably necessary to evaluate the operational impacts of the ~~transfer.~~proposed transfer and any additional information that will assist the SFPUC in its review of the proposed transfer. The SFPUC will not unreasonably withhold or delay its approval of a proposed transfer; if the SFPUC does not act on the written notice provided by the participants within 60 days, the transfer will be deemed to have been approved. An approved transfer becomes effective on the proposed effective date set forth in the written notice of the proposed transfer provided to the SFPUC and BAWSCA.

F. Within 30 days after the transfer has become effective, both the transferor and the transferee will provide written notice to the SFPUC and BAWSCA. By September 30 of each year during the Term, the SFPUC and BAWSCA will prepare an updated Attachment C, and updated Attachments E and E-1 where applicable, to reflect the effects of transfers occurring during the immediately preceding fiscal year. By September 30 of each year during the Term, the Individual Water Sales Contracts between San Francisco and any Wholesale Customers who are participants in a transfer under this Section will be amended with the written concurrence of San Francisco and those Wholesale Customers to reflect the effects of transfers occurring during the immediately preceding fiscal year, as necessary.

G. Amounts transferred will remain subject to pro rata reduction under the circumstances described in Section 3.02.C and according to the formula set forth in Attachment D.

H. A proposed transfer that does not satisfy the requirements of this section may be presented as an amendment to this Agreement pursuant to Section 2.03.

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT  
TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

**3.07 Restrictions on Purchases of Water from Others; Minimum Annual Purchases**

A. Each Wholesale Customer (except for Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale) agrees that it will not contract for, purchase or receive, with or without compensation, directly or indirectly, from any person, corporation, governmental agency or other entity, any water for delivery or use within its service area without the prior written consent of San Francisco.

B. The prohibition in subsection A does not apply to:

1. recycled water;
2. water necessary on an emergency and temporary basis, provided that the Wholesale Customer promptly gives San Francisco notice of the nature of the emergency, the amount of water that has been or is to be purchased, and the expected duration of the emergency; or
3. water in excess of a Wholesale Customer's Individual Supply Guarantee.

C. Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale may purchase water from sources other than San Francisco, provided that San Francisco shall require that each purchase a minimum annual quantity of water from San Francisco. ~~These minimum quantities~~ Minimum Annual Purchase Quantities are set out in Attachment E and shall also be included in the Individual Water Sales Contracts between San Francisco and each of these four Wholesale Customers. ~~The minimum purchase requirement in these Individual Water Sales Contracts~~ Pursuant to Section 3.04, certain Wholesale Customers may also be required to purchase Temporary Modified Minimum Annual Purchase Quantities, set out in Attachment E-1, from San Francisco. Attachment E will be updated pursuant to Section 3.04 to reflect any reduction in existing Minimum Annual Purchase Quantities and any addition of new Minimum Annual Purchase Quantities when Temporary Modified Minimum Annual Purchase Quantities expire and are removed from Attachment E-1; Individual Water Sales Contracts between San Francisco and any Wholesale Customers who are participants in a transfer under Section 3.04 will similarly be amended, as necessary. After the end of each fiscal year, the SFPUC will send a written notice to each Wholesale Customer that is subject to the minimum annual purchase requirements of this section with a copy to BAWSCA. The notice will include: (1) the quantity of water delivered to the Wholesale Customer during the previous fiscal year; (2) whether or not the Wholesale Customer met its minimum annual purchase

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT  
TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

requirement under this section; (3) any Imputed Sales charged to the Wholesale Customer; and (4) the status of any Temporary Modified Minimum Annual Purchase Quantity of the Wholesale Customer, if applicable. The minimum annual purchase requirements set out in Attachments E and E-1 will be waived during a Drought or other period of water shortage if the water San Francisco makes available to these Wholesale Customers is less than its ~~minimum purchase quantity~~-Minimum Annual Purchase Quantity, and may be waived during a state of emergency declared by the Governor of California that impacts water supply use or deliveries from the Regional Water System.

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

**2.03 Amendments**

...

**C. Amendments to Attachments.** The following attachments may be amended with the written concurrence of San Francisco and BAWSCA on behalf of the Wholesale Customers:

<u>Attachment</u>	<u>Name</u>
<u>C</u>	<u>Individual Supply Guarantees (amendments reflecting section 3.04 transfers only)</u>
<u>E</u>	<u>Minimum Annual Purchase Quantities (amendments reflecting section 3.04 transfers only)</u>
<u>E-1</u>	<u>Temporary Modified Minimum Annual Purchase Quantities</u>
G	Water Quality Notification and Communications Plan (2019 Update of 2017 Plan, Rev. 6)
J	Water Use Measurement and Tabulation
L-1	Identification of WSIP Projects as Regional/Retail
N-1	Balancing Account/Rate Setting Calculation Table
N-2	Wholesale Revenue Requirement Schedules
N-3	Schedule of Projected Water Sales, Wholesale Revenue Requirement and Wholesale Rates
P	Management Representation Letter
R	Classification of Existing System Assets (Subject to Section 5.11)

Amendments to these attachments shall be approved on behalf of San Francisco by the Commission and on behalf of BAWSCA by its Board of Directors, unless the Commission by resolution delegates such authority to the General Manager of the SFPUC or the Board of Directors by resolution delegates such authority to the General Manager/CEO of BAWSCA.



# PROPOSED CONTRACT AMENDMENT Regarding the Minimum Annual Purchase Quantity

DECEMBER 2021

## KEY AMENDMENT BENEFITS

- ✓ Provides an Expedited Process for Certain Types of Transfers
- ✓ Removes a Barrier to Maximizing Local Supplies
- ✓ Allows for Increased Purchases of RWS Supplies Resulting in a Reduced Unit Cost of Water to All Wholesale Customers
- ✓ Overcomes a Hurdle for Greater Use of Existing RWS Supply
- ✓ Protects the Financial and Water Supply Interests of All Wholesale Customers

## MINIMUM ANNUAL PURCHASE QUANTITY (MGD):

ACWD	7.648
Milpitas	5.341
Mountain View	8.930
<u>Sunnyvale</u>	<u>8.930</u>
Total:	30.849

### What Contract is Being Amended and Who Are the Parties?

The 2018 Amended and Restated Water Supply Agreement between the City and County of San Francisco and the Wholesale Customers in Alameda, San Mateo, and Santa Clara Counties (WSA).

**What Does the WSA Govern?** The WSA governs the supply of 184 million gallons of water per day (MGD), on an annual average basis, from the San Francisco Regional Water System (RWS) to the Wholesale Customers. The WSA also establishes rules and requirements for water purchases and transfers between the Wholesale Customers.

**Why is This Amendment Proposed?** In 2019, the Wholesale Customers directed BAWSCA to draft a proposed WSA amendment to provide a procedure for expedited and permanent transfers of Minimum Annual Purchase Quantity (Minimum Purchase) requirements, while safeguarding the financial and water supply interests of Wholesale Customers not participating in such transfers.

**What is a Minimum Purchase Requirement?** When the WSA was developed, four agencies with access to sources of supply not available to either San Francisco or the other Wholesale Customers at the time were required to purchase a “minimum annual quantity of water” from the RWS. Those four multi-source agencies are Alameda County Water District (ACWD), Milpitas, Mountain View, and Sunnyvale (Minimum Purchase Agencies).

These four Minimum Purchase Agencies are subject to a “take or pay” Minimum Purchase requirement, which guarantees an ongoing financial stake in the RWS and ensures financial stability for all Wholesale Customers as well as San Francisco retail customers that rely on the RWS. The total Minimum Purchase requirement is 30.849 MGD. Any change to the Minimum Purchase requirement necessitates an amendment to the WSA.

**Why Amend the Minimum Purchase Requirement?** The Wholesale Customers desire to remove obstacles to water transfers between individual member agencies. One such obstacle is the Minimum Purchase requirements. Establishing a means by which a Minimum Purchase requirement could be linked to a proposed water transfer would effectively remove that obstacle.

**What Does the Proposed Minimum Purchase Amendment Do?** The proposed amendment provides a contractual vehicle for Wholesale Customers with an Individual Supply Guarantee (ISG) to participate in a paired, expedited, and permanent transfer of a portion of ISG and Minimum Purchase.

**Is There a Limit to the Quantity of Minimum Purchase That Can Be Transferred?** Only 6 MGD of the total Minimum Purchase requirement may be transferred pursuant to this “pre-approved” pathway.

Additionally, Minimum Purchase Agencies may transfer no more than 50% of their total Minimum Purchase requirement. A future WSA amendment may increase these caps if demand for additional transfers exceeds these limits.

**What Are the Benefits of the Minimum Purchase Amendment?** The proposed amendment offers several benefits and solutions for the Wholesale Customers:

- ✓ Removes an existing barrier for a Minimum Purchase Agency to reduce the financial liability associated with the cost of imputed sales for Minimum Purchase water that is not use.
- ✓ Overcomes a hurdle for greater use of current RWS supply by enabling additional transfers between eligible Wholesale Customers.
- ✓ Increased purchases from the RWS result in reduced unit costs for all Wholesale Customers.
- ✓ Water transfers between Wholesale Customers offer potential water supply to meet needs for new developments within the BAWSCA service area.
- ✓ As indicated by the San Francisco Public Utilities Commission (SFPUC), maximizing the use of existing supplies through transfers facilitates the development of new supplies necessary to support San Jose and Santa Clara as permanent customers.

**Will the Proposed Amendment Result in New or Increased Risks to the Wholesale Customers?**

No. The proposed amendment protects the financial and water supply interests of Wholesale Customers not participating in transfers.

- ✓ The total Minimum Purchase remains the same regardless of transfers.
- ✓ Transferees must pay imputed sales for any transferred Minimum Purchase that is unused once the transfer becomes effective.
- ✓ Transferees must prove long-term demand for the transferred Minimum Purchase, beyond their average use over the five years prior to the transfer, for a period of three consecutive years before taking on a permanent Minimum Purchase requirement.
- ✓ Absent unchecked unlawful conduct, there is no new or different water supply reliability risk to non-participating agencies given (1) existing water use and (2) legal and contractual obligations.
- ✓ Absent unchecked unlawful conduct, there is no new or different financial risk as a result of this proposed amendment in the event of significant economic downturn based on (1) available transfer market and water use patterns and (2) current risks based on existing contract provisions that will remain unchanged by the proposed amendment.

**What Are the Risks of Not Approving the Minimum Purchase Amendment?** Neglecting to adopt the proposed amendment may hinder SFPUC's ability to implement new water supply projects necessary to (1) support San Jose and Santa Clara as permanent customers and (2) offset Bay Delta Plan/Tuolumne River Voluntary Agreement implementation. The development of new water supplies will be subject to CEQA. Showing that existing water available in the RWS is underutilized could hinder environmental approvals.

Without this proposed amendment, any transfer of a portion of Minimum Purchase among Wholesale Customers would require a new amendment to the WSA adopted by each Wholesale Customer's governing body in a separate action. This significant barrier to implementing transfers may prevent Minimum Purchase Agencies from pursuing these more challenging water transfers, reduce opportunities to provide cost-effective water supplies to new developments within the service area, and discourage maximum use of local supplies and conservation.



**AGENDA ITEM NO. 7.B.**

DATE: March 24, 2022  
TO: Board of Directors  
FROM: Tammy Rudock, General Manager

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**SUBJECT: CONSIDER RESOLUTION 2022-07 APPROVING A MINIMUM PURCHASE TRANSFER FROM THE CITY OF MOUNTAIN VIEW TO THE CITY OF EAST PALO ALTO, IN ACCORDANCE WITH THE AMENDED AND RESTATED WATER SUPPLY AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND WHOLESALE CUSTOMERS IN ALAMEDA COUNTY, SAN MATEO COUNTY, AND SANTA CLARA COUNTY**

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**RECOMMENDATION**

Adopt Resolution 2022-07.

**FISCAL IMPACT**

None is anticipated from this amendment.

**BACKGROUND**

In June 2009, the Mid-Peninsula Water District (MPWD) entered into a Water Supply Agreement with the City and County of San Francisco (San Francisco) and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County (WSA). The WSA establishes the terms by which the twenty-six Wholesale Customers purchase water from the San Francisco Regional Water System. The WSA builds upon the 1984 "Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and Certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County."

In September 2017, the Bay Area Water Supply and Conservation Agency (BAWSCA) and the Water Management Representatives (WMRs) of the BAWSCA member agencies began reviewing the issue of Minimum Purchase Quantities, as described in Section 3.07.C of the WSA, and discussing the creation of a process to transfer Minimum Purchase Quantities. Throughout 2017 and 2018, the WMRs held multiple meetings during which the agencies currently subject to Minimum Purchase Quantity requirements and the other Wholesale Customers shared their interests and concerns regarding changes to the Minimum Purchase Quantity requirements and allowing transfers of Minimum Purchase Quantities.

In 2017, the City of Mountain View ("Mountain View") and the City of East Palo Alto ("East Palo Alto") were interested in transferring 1.0 million gallons per day ("MGD") of Mountain View's Minimum Purchase Quantity to East Palo Alto, however, at the time, there was no procedure in the WSA to effectuate such a transfer without amending the WSA. Therefore, the parties elected to execute a water rights transfer agreement by which East Palo Alto agreed to pay Mountain View \$5 Million for the

permanent transfer of all rights, title, interest to 1.0 MGD of Mountain View's Individual Supply Guarantee (ISG) to East Palo Alto.

On January 28, 2019, by Resolution 2019-03, the MPWD approved the Amended and Restated WSA. The Amended and Restated WSA did not allow a Minimum Purchase Customer to transfer a portion of its minimum purchase requirement and the associated financial obligation to another Wholesale Customer.

In 2019, the Wholesale Customers directed BAWSCA to draft a proposed amendment to the Amended and Restated WSA to provide a procedure for expedited and permanent transfers of Minimum Purchase Quantities that safeguards the financial and water supply interests of Wholesale Customers not participating in such transfers. In 2020, Mountain View and East Palo Alto began discussing a potential future transfer of a portion of Mountain View's Minimum Purchase Quantity to East Palo Alto.

The Councils of East Palo Alto and Mountain View each approved the conversion of the 1.0 MGD of Mountain View's ISG sold to East Palo Alto in 2017 into a transfer of up to 1.0 MGD of Mountain View's Minimum Purchase Quantity to East Palo Alto, in increments of 0.25 MGD, subject to the City Councils' approval of an agreement for each incremental transfer and the approval of the Wholesale Customers and San Francisco. East Palo Alto and Mountain View are authorized and prepared to execute a negotiated agreement memorializing a 0.25 MGD transfer of Mountain View's Minimum Purchase Quantity to East Palo Alto

At this evening's meeting, the Board considered and approved the "2021 Amended and Restated Water Supply Agreement Between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County" ("2021 WSA") to allow Wholesale Customers with ISGs to permanently transfer a portion of Minimum Purchase Quantity through an expedited procedure. In conjunction with consideration of the 2021 WSA, East Palo Alto and Mountain View propose the Wholesale Customers and San Francisco approve, in advance, the terms and conditions for converting up to 1.0 MGD of Mountain View's ISG purchased by East Palo Alto in 2017 into at transfer of 1.0 MGD of Mountain View's Minimum Purchase Quantity to East Palo Alto, in 0.25 MGD increments, if Mountain View and East Palo Alto mutually agree to such incremental transfers in the future and provided the conditions outlined below are met. Because the 2017 Mountain View/East Palo Alto ISG transfer predates the Minimum Purchase Amendment, the Mountain View/East Palo Alto Minimum Purchase Transfer must be accomplished separately from the adoption of the Minimum Purchase Amendment to the WSA.

### **DISCUSSION**

The proposed amendment would provide advance approval for the conversion of up to 1.0 MGD of Mountain View's ISG, sold to East Palo Alto in 2017 into a transfer of up to 1.0 MGD of Mountain View's ISG plus up to 1.0 MGD of Mountain View's Minimum Purchase Quantity to East Palo Alto, in 0.25 MGD increments, if all the following terms and conditions are satisfied:

- A. Mountain View will transfer up to 1.0 MGD of its Minimum Purchase Quantity to East Palo Alto, in increments of 0.25 MGD, subject to the Mountain View City Council's and the East Palo Alto City Council's approval of an agreement for each incremental transfer.
- B. For each incremental transfer, a Temporary Modified Minimum Annual Purchase Quantity will be calculated for East Palo Alto that is equal to the City's five-year average water use from the SFPUC for the most recent non-drought years prior to the 2017 ISG purchase, plus the incremental transfer amount(s).
- C. For each incremental transfer, Mountain View will maintain, and be responsible for paying any imputed sales for, its current Minimum Purchase requirement in effect at that

time, as set forth in Attachment E of the WSA, including up to 1.0 MGD ISG transfer to East Palo Alto, until East Palo Alto's water use meets the Temporary Modified Minimum Annual Purchase Quantity for three consecutive years.

- D. East Palo Alto will not be required to pay imputed sales associated with the Temporary Modified Minimum Annual Purchase Quantity for any incremental transfer of the 1.0 MGD of Mountain View's Minimum Purchase requirement.
- E. For each incremental transfer, once East Palo Alto has met the Temporary Modified Minimum Annual Purchase Quantity for three consecutive years, the incremental portion of Mountain View's Minimum Purchase Quantity transferred to East Palo Alto will become East Palo Alto's Minimum Purchase Quantity, and Mountain View's Minimum Purchase Quantity will be reduced by an equivalent amount. East Palo Alto's new Minimum Purchase Quantity will be included in Attachment E and both cities' Individual Water Sales Contracts will be updated to reflect this transfer.
- F. With exception of the incremental transfers that are the subject of this resolution and the agreement between East Palo Alto and Mountain View described herein, any additional transfers of Minimum Purchase Quantity, either from another Wholesale Customer or from Mountain View in excess of the 1.0 MGD, are subject to Section 3.04 of the 2021 WSA.

The proposed agreement between the two cities requires WSA amendment approval by wholesale customers and the SFPUC.

Attachments: Resolution 2022-07  
Minimum Water Purchase Transfer Agreement between the City of East Palo Alto and the City of Mountain View

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BOARD ACTION: APPROVED:\_\_\_\_ DENIED:\_\_\_\_ POSTPONED:\_\_\_\_ STAFF DIRECTION:\_\_\_\_  
UNANIMOUS\_\_\_\_ WHEELER\_\_\_\_ VELLA\_\_\_\_ ZUCCA\_\_\_\_ JORDAN\_\_\_\_ SCHMIDT\_\_\_\_

**RESOLUTION NO. 2022-07**

**APPROVING A MINIMUM PURCHASE TRANSFER  
FROM THE CITY OF MOUNTAIN VIEW TO THE CITY OF EAST PALO ALTO,  
IN ACCORDANCE WITH THE AMENDED AND RESTATED WATER SUPPLY AGREEMENT  
BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND WHOLESALE CUSTOMERS  
IN ALAMEDA COUNTY, SAN MATEO COUNTY, AND SANTA CLARA COUNTY**

\* \* \*

**MID-PENINSULA WATER DISTRICT**

**WHEREAS**, the City and County of San Francisco ("San Francisco") Public Utilities Commission ("SFPUC" or "Commission") operates the Regional Water System, which delivers water to water supply agencies in Alameda, San Mateo, and Santa Clara Counties (collectively, "the Parties"); and

**WHEREAS**, in April 2003, water supply agencies in Alameda, San Mateo and Santa Clara Counties (collectively, the "Wholesale Customers") established the Bay Area Water Supply and Conservation Agency ("BAWSCA"), as authorized by Water Code Section 81300 *et seq.*; and

**WHEREAS**, in November of 2018, San Francisco and the Wholesale Customers (the "Parties") entered into the Amended and Restated Water Supply Agreement ("WSA"); and

**WHEREAS**, the Parties have identified intra-system water transfers as one potential solution to long-term water reliability needs among the Wholesale Customers; and

**WHEREAS**, in 2017, the City of Mountain View ("Mountain View") and the City of East Palo Alto ("East Palo Alto") were interested in transferring 1.0 million gallons per day ("MGD") of Mountain View's Minimum Annual Purchase Quantity ("Minimum Purchase") to East Palo Alto, however, at the time, there was no procedure in the WSA to effectuate such a transfer without amending the WSA; and

**WHEREAS**, in 2017, Mountain View and East Palo Alto executed a water rights transfer agreement in which East Palo Alto agreed to pay Mountain View \$5 Million for the permanent transfer of all rights, title, interest to 1.0 MGD of Mountain View's Individual Supply Guarantee (ISG) to East Palo Alto; and

**WHEREAS**, in August 2018, BAWSCA and San Francisco provided the Wholesale Customers a revised Attachment C to the Water Supply Agreement reflecting the updated ISG amounts for Mountain

View and East Palo Alto, as a result of the 1.0 MGD transfer of ISG from Mountain View to East Palo Alto; and

**WHEREAS**, Mountain View continues to be subject to a Minimum Purchase of 8.93 MGD and the financial obligation of paying for imputed sales for the portion of Minimum Purchase that it does not use; and

**WHEREAS**, in 2020, Mountain View and East Palo Alto began discussing a possible future transfer of a portion of Mountain View's Minimum Purchase to East Palo Alto; and

**WHEREAS**, on January 26, 2021, the SFPUC adopted the 2021 Amended and Restated Water Supply Agreement ("2021 WSA"), which includes a new procedure by which Wholesale Customers with ISGs may participate in permanent expedited transfers of a portion of Minimum Purchase and ISG, without creating new or different risks to the water supply and financial interests of Wholesale Customers not participating in such transfers; and

**WHEREAS**, the 2021 WSA has been or will be presented to the governing body of each Wholesale Customer, and if approved, will permit Wholesale Customers with an ISG to transfer and accept a portion of another Wholesale Customer's Minimum Purchase, if certain requirements are satisfied; and

**WHEREAS**, on April 20, 2021, East Palo Alto approved the conversion of the 1.0 MGD of Mountain View's ISG sold to East Palo Alto in 2017 into a transfer of up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in increments of 0.25 MGD or other amount, subject to the City Council's approval of an agreement for each incremental transfer and the approval of the Wholesale Customers and San Francisco; and

**WHEREAS**, on June 8, 2021, Mountain View approved the conversion of the 1.0 MGD of Mountain View's ISG sold to East Palo Alto in 2017 into a transfer of up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in increments of 0.25 MGD, subject to the City Council's approval of an agreement for each incremental transfer and the approval of the Wholesale Customers and San Francisco; and

**WHEREAS**, East Palo Alto and Mountain View are authorized and prepared to execute a negotiated agreement memorializing the terms and conditions of a 0.25 MGD transfer of Mountain View's Minimum Purchase to East Palo Alto; and

**WHEREAS**, as noted below, one of the conditions of the negotiated agreement between Mountain View and East Palo Alto is that, in exchange for the 0.25 MGD of Minimum Purchase transfer, Mountain View will provide East Palo Alto with an immediate Right-of-First Refusal for drought water transfers at the same volume as the Minimum Purchase transfer, pursuant to Appendix H of the 2021 WSA; and

**WHEREAS**, in conjunction with consideration of the 2021 WSA, East Palo Alto and Mountain View propose the Wholesale Customers and San Francisco approve, in advance, the terms and conditions for converting up to 1.0 MGD of Mountain View's ISG purchased by East Palo Alto in 2017 into a transfer of 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in 0.25 MGD increments, if Mountain View and East Palo Alto mutually agree to such incremental transfers in the future and provided the conditions outlined below are met; and

**WHEREAS**, if up to 1.0 MGD of Mountain View's ISG purchased by East Palo Alto in 2017 is converted into a transfer of up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, up to 1.0 MGD of Minimum Purchase, in 0.25 MGD increments, will be counted towards the total Minimum Purchase that may be transferred pursuant to Section 3.04.C.1 of the 2021 WSA; and

**WHEREAS**, this parallel action continues to require the calculation of a Temporary Modified Minimum Annual Purchase Quantity, set out in Attachment E-1 in the 2021 WSA; however, the transferor, Mountain View, is responsible for the imputed sales associated with transfers to East Palo Alto up to 1.0 MGD, until the terms and conditions outlined below are satisfied; and

**WHEREAS**, in accordance with the water transfer provisions of the 2021 WSA, Mountain View and East Palo Alto will coordinate with San Francisco and BAWSCA to document Temporary Modified Minimum Annual Purchase Quantities to be included on Attachment E-1, transferred Minimum Annual Purchase Quantities to be included on Attachment E, when timely, and amendments to each cities' Individual Water Sales Contract with San Francisco.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Mid-Peninsula Water District finds as follows:

1. The Board approves, in advance, the conversion of up to 1.0 MGD of Mountain View's ISG, sold to East Palo Alto in 2017 into a transfer of 1.0 MGD of Mountain View's ISG plus up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in 0.25 MGD increments, if all of the following terms and conditions are satisfied:

- A. Mountain View will transfer up to 1.0 MGD of its Minimum Purchase to East Palo Alto, in increments of 0.25 MGD, subject to the Mountain View City Council's and the East Palo Alto City Council's approval of an agreement for each incremental transfer.
- B. For each incremental transfer, a Temporary Modified Minimum Annual Purchase Quantity will be calculated for East Palo Alto that is equal to the City's five-year average water use from the SFPUC for the most recent non-drought years prior to the 2017 ISG purchase, plus the incremental transfer amount(s).
- C. For each incremental transfer, Mountain View will maintain, and be responsible for paying any imputed sales for, its Minimum Purchase requirement in effect at that time, as set forth in Attachment E of the WSA, including up to 1.0 MGD ISG transfer to East Palo Alto, until East Palo Alto's water use meets the Temporary Modified Minimum Annual Purchase Quantity for three consecutive years.
- D. East Palo Alto will not be required to pay imputed sales associated with the Temporary Modified Minimum Annual Purchase Quantity for any incremental transfer of the 1.0 MGD of Mountain View's Minimum Purchase requirement.
- E. For each incremental transfer, once East Palo Alto has met the Temporary Modified Minimum Annual Purchase Quantity for three consecutive years, the incremental portion of Mountain View's Minimum Purchase transferred to East Palo Alto will become East Palo Alto's Minimum Purchase, and Mountain View's Minimum Purchase will be reduced by an equivalent amount. East Palo Alto's new Minimum Purchase will be included in Attachment E of the WSA and both cities' Individual Water Sales Contracts will be updated to reflect this transfer.
- F. With exception of the incremental transfers that are the subject of this resolution and the agreement between East Palo Alto and Mountain View described herein, any additional transfers of Minimum Purchase, either from another Wholesale Customer or from Mountain View in excess of the 1.0 MGD, are subject to Section 3.04 of the 2021 WSA.

**REGULARLY PASSED AND ADOPTED** this 24<sup>th</sup> day of March 2022.

AYES:

NOES:

ABSTENTIONS:

ABSENCES:

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BOARD PRESIDENT

ATTEST:

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BOARD SECRETARY

**MINIMUM WATER PURCHASE TRANSFER AGREEMENT  
BETWEEN THE CITY OF EAST PALO ALTO  
AND THE CITY OF MOUNTAIN VIEW**

This MINIMUM WATER PURCHASE TRANSFER AGREEMENT (“Agreement”) is entered into on this \_\_\_\_ day of November 2021, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter “Mountain View”), and the CITY OF EAST PALO ALTO, a municipal corporation, whose address is 2415 University Avenue, Second Floor, East Palo Alto, California, 94303 (hereinafter “East Palo Alto”), (Mountain View and East Palo Alto hereinafter collectively “Parties” or individually “Party”).

**RECITALS**

A. WHEREAS, Mountain View and East Palo Alto purchase drinking water from the San Francisco Regional Water System, under the terms of the *Water Supply Agreement between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County*, adopted in 2009 and as amended (“Water Supply Agreement”). As part of the Water Supply Agreement, Mountain View and East Palo Alto each have an individual supply guarantee (“Supply Guarantee”), and Mountain View has a Minimum Annual Purchase Quantity (“Minimum Purchase”); and

B. WHEREAS, in 2017, Mountain View transferred one (1.0) million gallons per day (“MGD”) of Mountain View’s Supply Guarantee to East Palo Alto in exchange for a one-time payment of Five Million Dollars (\$5,000,000). At the time of the 2017 transfer, the Water Supply Agreement did not allow for transfers of Minimum Purchase among the Wholesale Customers, as defined below. Since that time, an amendment to the Water Supply Agreement has been negotiated that, if approved, will allow future combined transfers of Minimum Purchase and Supply Guarantee between Wholesale Customers that have Supply Guarantees (“2021 Amendment”); and

C. WHEREAS, in conjunction with consideration of the 2021 Amendment, Mountain View and East Palo Alto have proposed that the Parties to the Water Supply Agreement, Wholesale Customers, and the City and County of San Francisco (“San Francisco”), approve, in advance, conversion of the 2017 Supply Guarantee transfer from Mountain View to East Palo Alto into a Supply Guarantee transfer that includes a Minimum Purchase transfer of up to one (1.0) MGD, in twenty-five hundredths (0.25) MGD increments (“Proposed Conversion”); and

D. WHEREAS, East Palo Alto and Mountain View have approved the Proposed Conversion and authorized their City Managers to negotiate and execute an agreement

transferring twenty-five hundredths (0.25) MGD of Mountain View’s Minimum Purchase to East Palo Alto; in exchange, Mountain View will provide East Palo Alto with the right of first refusal for drought water transfers conducted, pursuant to Attachment H of the Water Supply Agreement, in the same volume of approved Minimum Purchase transfers. These actions were approved by the East Palo Alto City Council on April 20, 2021 and by the Mountain View City Council on June 22, 2021; and

E. WHEREAS, this Agreement sets forth the terms and conditions negotiated between Mountain View and East Palo Alto for the Proposed Conversion and initial twenty-five hundredths (0.25) MGD Minimum Purchase transfer. Any future incremental Minimum Purchase transfers beyond twenty-five hundredths (0.25) MGD, up to one (1.0) MGD, will require approval by East Palo Alto and Mountain View, subject to any additional terms and conditions negotiated at that time in accordance with Article B, Section 4, of this Agreement. Nothing in this Agreement obligates East Palo Alto and/or Mountain View to enter into future additional incremental Minimum Purchase transfers; and

F. WHEREAS, in the event Mountain View engages in a transfer of Supply Guarantee and Minimum Purchase to East Palo Alto beyond the one (1.0) MGD contemplated in this Agreement, or any other transfer of Supply Guarantee and Minimum Purchase, the terms of the Water Supply Agreement will apply.

## AGREEMENT

### ARTICLE A. DEFINITIONS.

As used in this Agreement, the following terms have the following meanings:

1. **“Agreement”** refers to this Minimum Water Purchase Transfer Agreement, by and between East Palo Alto and Mountain View.
2. **“BAWSCA”** refers to the Bay Area Water Supply and Conservation Agency.
3. **“Imputed Sales”** means payment for water above a Wholesale Customer’s metered water purchases from San Francisco and below: (a) the Minimum Annual Purchase Quantity, as specified in Attachment E of the Water Supply Agreement; or (b) the Temporary Modified Minimum Annual Purchase Quantity, as specified in Attachment E-1 of the Water Supply Agreement.
4. **“Individual Supply Guarantee”** and **“Supply Guarantee”** refer to each Wholesale Customer’s share of the Wholesale Customers’ Supply Assurance from San Francisco, as shown in Attachment C of the Water Supply Agreement.

5. **“Individual Water Sales Contract”** refers to the contract between each Wholesale Customer and San Francisco contemplated in Section 9.01 of the Water Supply Agreement.
6. **“MGD”** refers to an average flow rate measured in million gallons per day.
7. **“Minimum Annual Purchase Quantity”** and **“Minimum Purchase”** refer to the minimum amount of water that a Wholesale Customer agrees to purchase from San Francisco annually, as specified in Attachment E of the Water Supply Agreement.
8. **“San Francisco”** refers to the City and County of San Francisco.
9. **“Temporary Modified Minimum Annual Purchase Quantity”** and **“Temporary Minimum”** refer to the minimum amount of water that a Wholesale Customer agrees to purchase from San Francisco on a temporary basis, as specified in Attachment E-1 of the Water Supply Agreement.
10. **“Water Supply Agreement”** refers to the Water Supply Agreement between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County, as may be amended from time to time.
11. **“Wholesale Customers”** means the twenty-six (26) water customers, identified in Section 1.02 of the Water Supply Agreement, who purchase water from San Francisco pursuant to the Water Supply Agreement.

## **ARTICLE B. GENERAL PROVISIONS.**

1. **Term.** The terms of this Agreement are as follows:
  - a. **Effectivity.** This Agreement shall be effective upon approval by San Francisco and the Wholesale Customers representing at least two-thirds in number and seventy five percent (75%) of the quantity of water delivered by San Francisco to all Wholesale Customers during 2021 via resolutions adopted by the respective governing bodies.
  - b. **Expiration.** This Agreement shall expire concurrent with the Water Supply Agreement, which expires in 2034 unless extended by one (1) or both five (5) year extensions, authorized by Section 2.02.A and Section 2.02.B of the Water Supply Agreement. The term of this Agreement will not continue by virtue of renewal of the Water Supply Agreement pursuant to Section 2.02.C of the Water Supply Agreement unless a written amendment extending the term of this Agreement is agreed to by the Parties at that time and approved by San Francisco and the Wholesale Customers.

2. **Temporary Modified Minimum Annual Purchase Quantities.** Upon effectivity of this Agreement, the Bay Area Water Supply and Conservation Agency (“BAWSCA”) will calculate a Temporary Modified Minimum Annual Purchase Quantity (“Temporary Minimum”) for East Palo Alto that is equal to East Palo Alto’s five (5) year average annual water purchase from San Francisco for the most recent nondrought years prior to the 2017 Individual Supply Guarantee transfer from Mountain View to East Palo Alto, plus increments of twenty-five hundredths (0.25) MGD as follows:

a. Temporary Minimum No. 1 (East Palo Alto’s five (5) year average annual water purchase from San Francisco for the most recent nondrought years prior to the 2017 Individual Supply Guarantee transfer, plus twenty-five hundredths (0.25) MGD incremental transfer):  $1.840 \text{ MGD} + 0.25 \text{ MGD} = 2.09 \text{ MGD}$ .

b. Temporary Minimum No. 2 (prior Temporary Minimum, plus twenty-five hundredths (0.25) MGD incremental transfer):  $2.09 \text{ MGD} + 0.25 \text{ MGD} = 2.340 \text{ MGD}$ .

c. Temporary Minimum No. 3 (prior Temporary Minimum, plus twenty-five hundredths (0.25) MGD incremental transfer):  $2.340 \text{ MGD} + 0.25 = 2.590 \text{ MGD}$ .

d. Temporary Minimum No. 4 (prior Temporary Minimum, plus twenty-five hundredths (0.25) MGD incremental transfer):  $2.590 \text{ MGD} + 0.25 \text{ MGD} = 2.840 \text{ MGD}$ .

The calculations listed in Subsections b. through d. are included for illustrative purposes only. Any additional incremental transfer of the 1.0 MGD Minimum Purchase contemplated by this Agreement is subject to mutual approval as described in Section 4.b.

The Temporary Minimums listed above assume East Palo Alto does not receive any Minimum Purchase transfer from any other Wholesale Customer or a Minimum Purchase transfer from Mountain View in excess of the one (1.0) MGD that is the subject of this Agreement. In the event East Palo Alto receives a Minimum Purchase transfer from another Wholesale Customer, or a Minimum Purchase transfer from Mountain View in excess of the one (1.0) MGD that is the subject of this Agreement, the Temporary Minimums Nos. 2, 3, and 4 listed above are subject to change in accordance with Section 3.04 of the Water Supply Agreement, as amended, and as illustrated in the example included in Exhibit A.

3. **Payment of Imputed Sales.** East Palo Alto will not be required to pay Imputed Sales associated with any of the Temporary Minimums as set forth in Section 2 above. Mountain View will maintain responsibility for paying Imputed Sales associated with Mountain View’s Minimum Annual Purchase Quantity (“Minimum Purchase”), as set forth in Attachment E of the Water Supply Agreement. Attachment E of the Water Supply Agreement will be updated to reflect Minimum Purchase transfers completed

pursuant to this Agreement as described in Section 4.c. below, adjusting East Palo Alto's and Mountain View's Minimum Purchases accordingly.

4. **Minimum Annual Purchase Quantity Transfers.**

a. **Initial Transfer.** East Palo Alto agrees to accept an initial transfer of twenty-five hundredths (0.25) MGD Minimum Purchase from Mountain View based on the conditions set forth herein.

b. **Additional Incremental Transfers.** Three (3) additional incremental transfers of twenty-five hundredths (0.25) MGD Minimum Purchase, up to one (1.0) MGD, may be mutually approved by Mountain View and East Palo Alto at any time during the duration of this Agreement. Additional terms and conditions consistent with the Water Supply Agreement may be negotiated between Mountain View and East Palo Alto and made part of this Agreement by amendment.

c. **Triggers.** For all incremental Minimum Purchase transfers pursuant to this Agreement mutually approved by East Palo Alto and Mountain View (initial or subsequent), once East Palo Alto's metered water purchases from San Francisco meet or exceed the corresponding Temporary Minimum set forth in Article B, Section 2, of this Agreement for three (3) consecutive fiscal years, one (1) increment of twenty-five hundredths (0.25) MGD of Mountain View's Minimum Purchase will be transferred to East Palo Alto.

d. **Future Transfers.** In the event Mountain View engages in a transfer of Supply Guarantee and Minimum Purchase to East Palo Alto beyond the one (1.0) MGD contemplated in this Agreement, or any other transfer of Supply Guarantee and Minimum Purchase, the terms of the Water Supply Agreement will apply.

5. **Drought Transfer Right of First Refusal.** In the event that Mountain View proposes to sell or otherwise transfer water pursuant to Attachment H of the Water Supply Agreement, East Palo Alto shall have the right of first refusal to purchase such water. This right of first refusal shall apply to the same volume of water as the total approved incremental Minimum Purchase transfer or transfers (initial and/or subsequent), at a price to be negotiated by the Parties.

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## ARTICLE C. NOTIFICATIONS.

Mountain View agrees to provide BAWSCA and San Francisco with a copy of this Agreement, and any future amendments to this Agreement, so that BAWSCA and San Francisco may enact the following administrative actions related to this Agreement:

1. Modify Attachment E-1 of the Water Supply Agreement to reflect relevant Temporary Minimum(s) for East Palo Alto, as approved pursuant to this Agreement.
2. Modify Attachment E of the Water Supply Agreement to reflect updates to the Minimum Purchase volumes for Mountain View and East Palo Alto pursuant to the terms of this Agreement.
3. Modify the Individual Sales Contract for Mountain View and East Palo Alto to reflect updates to the Minimum Purchase volumes pursuant to the terms of this Agreement.
4. Track the total volume of Minimum Purchase transferred by the Wholesale Customers.

## ARTICLE D. MISCELLANEOUS PROVISIONS.

1. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.
2. **Amendments.** This Agreement may be amended in writing and signed by both Parties.
3. **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement.
4. **Headings.** The headings in this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.
5. **Notices.** Any notice given under this Agreement shall be in writing and shall be given by delivering the same to such Party in person, by delivering the same to such Party by reputable overnight courier or express service, or by sending the same to such Party by registered or certified mail, return receipt requested, with postage prepaid. The

address(es) of each Party for the giving of notices hereunder are, until changed as hereinafter provided, the following:

To MOUNTAIN VIEW: Public Works Director  
City of Mountain View  
500 Castro Street  
P.O. Box 7540  
Mountain View, CA 94039-7540

With a copy to: City Clerk  
City of Mountain View  
500 Castro Street  
P.O. Box 7540  
Mountain View, CA 94039-7540

To EAST PALO ALTO: City Manager  
City of East Palo Alto  
2415 University Avenue, Second Floor  
East Palo Alto, CA 94303

With a copy to: Public Works Director  
City of East Palo Alto  
1960 Tate Street  
East Palo Alto, CA 94303

Any notice will be deemed given on the date of delivery, on the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. A Party may change its notice address(es) at any time by giving written notice of such change to the other Party in the manner provided herein. Notice given by counsel shall be deemed given by the Party represented by such counsel.

6. **Applicable Laws and Venue.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this Agreement shall be sufficient to bind the Parties.

IN WITNESS WHEREOF, this Minimum Water Purchase Transfer Agreement, dated November \_\_\_\_, 2021, between the City of Mountain View and the City of East Palo Alto, is executed.

“MOUNTAIN VIEW”:  
CITY OF MOUNTAIN VIEW,  
a California charter city and municipal  
corporation

“EAST PALO ALTO”:  
CITY OF EAST PALO ALTO,  
a California municipal corporation

By: \_\_\_\_\_  
Kimbra McCarthy, City Manager

By: \_\_\_\_\_  
Jaime M. Fontes, City Manager

Attest: \_\_\_\_\_  
City Clerk

Attest: \_\_\_\_\_  
City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Public Works Director

\_\_\_\_\_  
City Attorney

FINANCIAL APPROVAL:

\_\_\_\_\_  
Finance and Administrative  
Services Director

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Illustrations of a Transfer of a Portion of Minimum Annual Purchase Quantity from Mountain View to East Palo Alto

Scenario 3: Transferee Already Subject to Temporary Minimum Annual Purchase Requirement

Line #	Wholesale Customer	A Pre-Transfer Permanent Minimum Purchase <sup>1</sup>	B 5 Previous Non- Drought-Year Average Usage	C Existing Temporary Modified Minimum	D Minimum Purchase Transfer	E <sup>2</sup> Temporary Modified Minimum Purchase <sup>3</sup> (TMMP)	F = A + D Post-Transfer Permanent Minimum <sup>4</sup>
1	Transferor Mountain View (1st Trans)	8.930	N/A	N/A	(0.25)	N/A	8.680
2	Transferor Y	3.0	N/A	N/A	(1.0)	N/A	2.0
3	Transferor Mountain View (2nd Trans)	8.680	N/A	N/A	(0.25)	N/A	8.430
4	Transferee East Palo Alto						
5	Transfer 1: MV -> EPA	N/A	1.840	N/A	0.25	2.090 *	0.25
6	Transfer 2: Y -> EPA	N/A	N/A	2.090 *	1.0	3.090	1.25
7	Transfer 3: MV -> EPA	1.25	2.890	N/A	0.25	3.140 **	1.50

	Year 0 Pre-Transfer	Year 1 Transfer 1 Effective	Year 2 1st Year Meeting Temp Min 1	Year 3 Transfer 2 Effective	Year 4 3rd Year Meeting Temp Min 1	Year 5 1st Year Meeting Temp Min 2	Year 6	Year 7 3rd Year Meeting Temp Min 2	Year 8	Year 9 Transfer 3 Effective	Year 10 1st Year Meeting Temp Min 3	Year 11 2nd Year Meeting Temp Min 3	Year 12 3rd Year Meeting Temp Min 3	Year 13
<b>Transferor Mountain View</b>														
8	Permanent Minimum Purchase	8.930	8.930	8.930	8.930	8.930	8.680	8.680	8.680	8.680	8.680	8.680	8.680	8.430
9	Annual Purchase	7.797	7.797	7.797	7.797	7.797	7.797	7.797	7.797	7.797	7.797	7.797	7.797	7.797
10 = 8 - 9	Imputed Sales	1.133	1.133	1.133	1.133	1.133	0.883	0.883	0.883	0.883	0.883	0.883	0.883	0.633
11 = 9 + 10	Total Purchases	8.930	8.930	8.930	8.930	8.930	8.680	8.680	8.680	8.680	8.680	8.680	8.680	8.430
<b>Transferor Y</b>														
12	Permanent Minimum Purchase	3.0	3.0	3.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
13	Annual Purchase	3.0	3.0	3.0	3.0	3.0	1.8	2.0	2.0	2.0	2.0	2.0	2.0	2.0
14 = 12 - 13	Imputed Sales	-	-	-	-	-	0.2	-	-	-	-	-	-	-
15 = 13 + 14	Total Purchases	3.0	3.0	3.0	3.0	3.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
<b>Transferee East Palo Alto</b>														
16	Permanent Minimum Purchase	N/A	N/A	N/A	N/A	N/A	0.25	0.25	0.25	1.25	1.25	1.25	1.25	1.50
17	TMMP Not Financially Obligated	N/A	2.090	2.090	N/A <sup>5</sup>	N/A <sup>5</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
18	TMMP Financially Obligated	N/A	N/A	N/A	3.090	3.090	3.090	3.090	3.090	3.140	3.140	3.140	3.140	3.140
19	Annual Purchase	1.890	1.890	2.090	2.090	2.590	3.090	3.090	2.590	3.000	3.140	3.140	3.140	3.000
20=17or18-19	Imputed Sales	-	-	-	1.000	0.500	-	-	-	0.140	-	-	-	-
21 = 19 + 20	Total Purchases	1.890	1.890	2.090	3.090	3.090	3.090	3.090	2.590	3.140	3.140	3.140	3.140	3.000

<sup>1</sup> "Minimum Purchase" and "Permanent Minimum Purchase" are used in the tables in this Exhibit A as shorthand references to the term Minimum Annual Purchase Quantity.

<sup>2</sup> The Temporary Modified Minimum Purchase for Transfer 1 and Transfer 3 is E = B + D; the Temporary Modified Minimum Purchase for Transfer 2 is E = C + D. (See \* and \*\* below for calculation details.)

<sup>3</sup> If a transferee already has a Temporary Modified Minimum Annual Purchase Quantity, the additional Minimum Annual Purchase Quantity from transfer 2 is added to the transferee's existing Temporary Modified Minimum Annual Purchase Quantity, not to the transferee's 5 non-drought-year average usage.

<sup>4</sup> Cumulative total, including transfers 1, 2, and 3.

<sup>5</sup> Although EPA is assigned a new TMMP (3.090 mgd) due to Transfer 2, the three consecutive non-drought years requirement associated with the prior TMMP (2.090 mgd) resulting from Transfer 1 still exists.

As a result, EPA is assigned a permanent MP of 0.25 mgd in Year 5 after meeting the prior TMMP in Years 2-4, based on the example in this illustration.

\* East Palo Alto Actual Purchase (MGD) in Previous Non-Drought Years

FY13-14	1.482	1st Transfer from MV starting FY17-18 (MV transferred 1mgd ISG to EPA in June 2017)
FY12-13	2.076	0.25 mgd
FY11-12	1.945	Average FY09-10 thru FY13-14
FY10-11	1.880	1.840 mgd
FY09-10	1.815	EPA's 1st Temporary Modified Minimum Purchase Would Be (MGD) 2.090 mgd = 1.840 + 0.25

**	Year 4	2.590	3rd Transfer from MV starting Year 9
	Year 5	3.090	0.25 mgd
	Year 6	3.090	Average Year 4 thru Year 8
	Year 7	3.090	2.890 mgd
	Year 8	2.590	EPA's 3rd Temporary Modified Minimum Purchase Would Be (MGD) 3.140 mgd = 2.890 + 0.25



**AGENDA ITEM NO. 7.C.**

DATE: March 24, 2022  
TO: Board of Directors  
FROM: Tammy Rudock, General Manager

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**SUBJECT: CONSIDER PRELIMINARY REVENUE REQUIREMENTS FOR FY 2022/2023 OPERATIONS, INCLUDING PROJECTED SFPUC WHOLESALE WATER RATE ADJUSTMENT EFFECTIVE JULY 1, 2022, AND APPROVE SCHEDULING OF PROPOSITION 218 PUBLIC HEARING ON MAY 26, 2022, FOR PROPOSED PASS-THROUGH PROVISION FOR MPWD WATER RATE INCREASES**

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**RECOMMENDATION**

Receive report on preliminary revenue requirement projections for FY 2022/2023 and approve scheduling of Proposition 218 public hearing on May 26, 2022, for the proposed pass-through provision for MPWD water rate increase effective July 1, 2022.

**FISCAL IMPACT AND DISCUSSION**

Budget preparation is underway for FY 2022/2023. Staff plans to meet next month with the Board Finance Committee with a draft plan. The SFPUC has projected a wholesale water rate adjustment of 15.9% effective July 1, 2022. That equates to 0.65¢ per unit of water. A pass-through of that increase is proposed by staff.

The cost for water is estimated to increase expenses by \$908,000 for FY 2022/2023 based upon review of year-to-date revenues received. That means a corresponding revenue increase is necessary to balance that expense for next year. The Purchased Water expense would increase from \$5.7M to \$6.6M, and the Water Commodity Charges revenue source would increase from \$9.6M to \$10.5M.

Staff intends to contain projected budget expenses at FY 2021/2022 levels as best possible. However, given the current economic outlook certain costs will increase beyond the MPWD’s control (e.g., personnel costs, utilities, fuel, materials and supplies, etc.). Due to anticipated reduced revenues and increased personnel costs for transition and overlap in positions (e.g., General Manager, Management Analyst, and Water System Operator) until their retirements in early 2023, a budget shortfall is anticipated for FY 2022/2023.

A Proposition 218 process is required for the proposed pass-through because the MPWD is outside of an approved rate plan. The rate notice is in production and a draft will be shared with the Board during the meeting. It must be mailed no later than April 5, 2022, to timely reach customers 45 days in advance of the public hearing scheduled for May 26, 2022. Staff will also share a draft rate schedule during the meeting proposed to take effect July 1, 2022.

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BOARD ACTION: APPROVED:\_\_\_\_ DENIED:\_\_\_\_ POSTPONED:\_\_\_\_ STAFF DIRECTION:\_\_\_\_  
UNANIMOUS\_\_\_\_ WHEELER\_\_\_\_ VELLA\_\_\_\_ ZUCCA\_\_\_\_ JORDAN\_\_\_\_ SCHMIDT\_\_\_\_

**AGENDA ITEM NO. 7.D.**

DATE: March 24, 2022  
TO: Board of Directors  
FROM: Rene A. Ramirez, Operations Manager

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**SUBJECT: CONSIDER RESOLUTION 2022-08 AUTHORIZING TASK ORDER 22-22 WITH PAKPOUR CONSULTING GROUP, INC., FOR CONSTRUCTION MANAGEMENT SERVICES IN SUPPORT OF CAPITAL PROJECT 09-1621-CP KNOWN AS THE HASTING DRIVE IMPROVMENTS (15-40), VINE STREET IMPROVEMENTS (15-88) AND BELMONT CANYON ROAD IMPROVEMENTS (#15-29) TOTALING \$104,950, PLUS A 10% CONTINGENCY OF \$10,500 FOR A TOTAL BUDGET OF \$115,450.**

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**RECOMMENDATION:**

Adopt Resolution 2022-08.

**FISCAL IMPACT:**

The District Engineer, Pakpour Consulting Group, submitted a proposal dated March 8, 2022 (Exhibit A), including services from three specialized field inspection services, to provide construction management services during construction, including pre-construction and post-construction, of capital project 09-1621-CP.

On page 3 of their proposal, "Additional Budget Request No. 2 (This Request) – March 8, 2022 for construction management services is estimated at \$155,950 and anticipates using \$51,000 in unspent design engineering budget making for a total additional budget request of \$104,950. Staff recommends a 10% contingency of \$10,500 making the total budget request equal \$115,450.

When added to the current budget for District Engineer services related to this capital project, the addition of construction management services would bring the budget to \$392,120.

Funding for these construction management services will come from the 2016 COP proceeds and is budgeted.

## **BACKGROUND:**

The Board originally awarded a contract for design services in July 2020 for \$243,300. At that time the scope included design services for:

- Hastings Drive Improvements (15-40)
- Vine Street Improvements (15-88)
- Hastings Drive Service Connection Replacements (20-01)

Following this award an internal discussion occurred and the Hastings Drive Service Connection Replacements capital project was removed, and another water main improvement capital project was added – the Belmont Canyon Road Water Main Improvements (15-29). An amendment to the contract and scope was brought before the Board in February 2021. This first amendment and additional budget request number 1 totaled \$33,370 and adjusted the design phase for this capital project to \$276,670. The re-scoped capital project identified as 09-1621-CP would now include these three capital projects:

- Hasting Drive Improvements (15-40)
- Vine Street Improvements (15-88)
- Belmont Canyon Road Improvements (15-29)

## **DISCUSSION**

The design work was completed, and the project was bid and awarded by the Board on November 17, 2021 to C2R Engineering in the amount of \$1,368,750 plus a 10% contingency. A post award meeting was held in early 2022 to introduce the parties, discuss the award and a construction start date. At this meeting C2R Engineering made it clear that worldwide supply chain issues were making it challenging to secure materials and project a start date. But through regular communication by C2R Engineering with staff they were able to secure commitments for construction materials. A notice to proceed was issued for a mid-April date.

The last piece needed to deliver this capital project was to identify construction management services, which typically consists of construction inspection and management. On the construction inspection side, the District recently hired former Pakpour Consulting Group employee, Victor Fung, as an Operations Project Coordinator. Mr. Fung will provide day to day inspection on this project. With respect to construction management, the District Engineer's proposal letter of March 8, 2022 proposes seven tasks:

1. Review of material submittals from the contractor and response to request for information
2. Pre-construction meeting with District, contractor and key stakeholders, like the City, to discuss the project
3. Construction administration services during construction
  - a. Project schedule – review and track progress

- b. Progress payment – review construction progress with inspector and recommend monthly payments to contractor
  - c. Change order and claims – evaluate and discuss changes with District. Provide cost control measures
  - d. Develop the Punch List and Final Inspection – as the project nears completion the devil is in the details. Coordinate with inspector to create a list of items needing completion and final inspection before the project can be called complete
  - e. Coordinate construction with other utilities before and during construction
  - f. Monitor contractor’s work with inspector to minimize issues to public safety and inconvenience
  - g. Work closely with District staff to ensure timely notice to customers affected by construction activities
  - h. Recommend sound solutions to issues that could arise
  - i. Assist with the close out of the contract
4. Preparation of record drawings at the end of the project for District files and GIS
  5. Compaction testing services by sub-consultant Romig Engineering for trench compaction testing services and geotechnical observations
  6. Corrosion control services by sub-consultant V&A Consulting Engineers for corrosion control measures designed to protect the pipeline and fittings. Their work will review of corrosion system submittals, construction assistance and final verification of compliance
  7. Environmental services provided by sub-consultant MIG including a pre-construction biological survey, monitoring, and support during construction.

The cost for District Engineer Construction Management Services can be found on page 3 as follows:

1. District Engineer CM Services 452 hours	\$ 93,380
2. Romig Engineering – Compaction Testing	\$ 19,551
3. V&A Consulting Eng – Corrosion Engineering	\$ 31,656
4. MIG – Environmental Services	\$ 6,694
5. 5% direct expenses (mileage, copies, etc.)	<u>\$ 4,669</u>
Sub-Total	\$155,950
Unspent Design Funds	<u>(\$51,000)</u>
<b>Construction Management Services</b>	<b>\$104,950</b>
<b><u>10% Contingency</u></b>	<b><u>\$ 10,500</u></b>
<b>Total Recommended Request</b>	<b>\$115,450</b>

**RESOLUTION NO. 2022-08**

**AUTHORIZING TASK ORDER 22-22 WITH PAKPOUR CONSULTING GROUP, INC., FOR CONSTRUCTION MANAGEMENT SERVICES IN SUPPORT OF CAPITAL PROJECT 09-1621-CP KNOWN AS THE HASTING DRIVE IMPROVMENTS (15-40), VINE STREET IMPROVEMENTS (15-88) AND BELMONT CANYON ROAD IMPROVEMENTS (#15-29) TOTALING \$104,950, PLUS A 10% CONTINGENCY OF \$10,500 FOR A TOTAL BUDGET OF \$115,450**

\* \* \*

**MID-PENINSULA WATER DISTRICT**

**WHEREAS**, the District entered into a master professional services contract with Pakpour Consulting Group on June 25, 2015 to provide District Engineer services for the planning, design, construction, management and operation of the District water system (Contract); and

**WHEREAS**, on July 23, 2020 the District amended the Contract (referenced as Contract No. 09-1621-CP) with the District Engineer for planning, design, and cost estimate services for the following capital projects: Hastings Drive Improvements (15-40), Vine Street Improvements (15-88) and Hastings Drive Service Connection Replacements (20-01) in the amount of \$243,300; and

**WHEREAS**, on February 25, 2021 the District amended Contract No. 09-1621-CP to create Contract No. 09-1621-CP AMENDED, which amended the District Engineer's scope of work approved on July 23, 2020 by deleting the Hastings Drive Service Connection Replacements capital project (20-01), its cost of \$85,000, and adding capital project Belmont Canyon Road Improvements (15-29) and its cost of \$118,370 increasing net costs by \$33,370 for a new amended contract total of \$276,670 related to the planning, engineering design, and cost estimate services; and

**WHEREAS**, Contract No. 09-1621-CP AMENDED services were completed and the three capital projects known as the Hastings Drive Improvements (15-40), Vine Street Improvements (15-88) and Belmont Canyon Road Improvements (15-29) were publicly bid and the Board awarded a contract for construction on November 17, 2021 to C2R Engineering, Inc.; and

**WHEREAS**, before construction by C2R Engineering, Inc. begins in mid-April 2022, the District Engineer proposes to provide construction management services as described in their letter of proposal dated March 8, 2022 (Exhibit A) along with support from three sub-consultants for compaction and geotechnical services (Romig Engineering), corrosion design implementation services (V&A Consulting Engineers) and environmental services (MIG), and the District will provide construction inspection services for the project.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Mid-Peninsula Water District hereby:

Authorizes the General Manager or her designee to sign Task Order No. 22-22 with the District Engineer to provide construction management services described in Exhibit A and amending the District Engineer's budget for this capital project by a net total of \$104,950 plus a 10-percent contingency of \$10,500 for a total request of \$115,450 and revising the contract amount to \$392,120.

**REGULARLY PASSED AND ADOPTED** this 24th day of March 2022, by the following vote.

AYES:

NOES:

ABSTENTIONS:

ABSENCES:

\_\_\_\_\_  
Board President

ATTEST:

\_\_\_\_\_  
Board Secretary

March 8, 2022

10012.26

Tammy Rudock  
General Manager  
Mid-Peninsula Water District  
3 Dairy Lane  
Belmont, CA 94002

**Subject: Additional Budget Request No. 2 - Construction Management Services  
Hastings Dr, Vine St, Belmont Canyon Rd Water Main Improvements  
Mid-Peninsula Water District**

Dear Tammy,

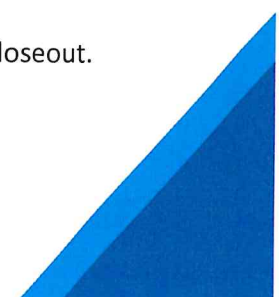
*Pakpour Consulting Group, Inc. (PCG)* prepared the following proposal to provide construction management services for the Hastings Dr, Vine St, Belmont Canyon Rd Water Main Improvements project. We based our services on a total of 95 working days, the maximum allowed under the project specifications. We will team with several sub-consultants who will provide specialized field inspection during construction to ensure compliance with the project plans and specifications. The District will provide a full-time, in-house inspector. Following is an anticipated scope of services.

**Task 1 – Submittal Review / RFI:** PCG will review material submittals and special site requirements for compliance with the contract documents. We anticipate upwards of 60 submittals throughout construction. PCG will also respond to written Requests for Information (RFI) and anticipate upwards of 10 responses.

**Task 2 – Pre-Construction Meeting:** PCG will organize and run the pre-construction meeting with District representatives, City of Belmont, Contractor, and other stakeholders as necessary to discuss project requirements. PCG will prepare meeting minutes for distribution.

**Task 3 – Construction Administration:** PCG will provide the following administration services during construction:

- Schedule – Review and track project schedule from inception through construction closeout. Ensure schedule is maintained throughout project from “cradle to grave.”
- Progress Payments - Track project costs from inception through construction closeout. Complete progress payment forms and submit for District processing.



- Change Orders and Claims – Evaluate potential changes and bring changes to District attention. Monitor progress of Change Order work and track time and materials. Provide and implement general cost control measures.
- Punch list and Final Inspection – Prepare punch list items and perform final inspections.
- Coordinate construction of all District and other utilities to minimize construction interferences.
- Monitor contractor’s work and minimize impacts upon public safety and convenience.
- When required, ensure advanced written notice is given to residents of nearby property or general public informing them of work to take place that may affect them.
- Identify actual and potential problems associated with construction and recommend sound solutions.
- Construction contract close-out.

**Task 4 – Record Drawings:** PCG will prepare record drawings using the contractor red-line plans and the District Inspector notes/drawings.

**Task 5 – Compaction Testing:** PCG’s subconsultant, *Romig Engineers*, will provide compaction testing services and geotechnical observations throughout construction. Their scope includes 20 part time days, material testing, and daily progress reports.

**Task 6 – Corrosion Engineering Services:** PCG’s subconsultant, *V&A Consulting Engineers*, will provide corrosion control services throughout construction. Their scope includes project management, submittal/RFI review, construction assistance site visits, and final system verification to ensure specification/plan compliance.

**Task 7 – Environmental Services:** PCG’s subconsultant, *MIG*, will provide environmental construction services throughout construction. Their scope includes project management, conducting a pre-construction biological survey, construction monitoring, ongoing construction support services, and administration/quality control.



**Proposed Budget**

TASK	DESCRIPTION	District Engineer		Senior Engineer		TOTALS	
		HR	COST	HR	COST	HRS	COST
			\$235		\$205		
1.0	Submittal Review / RFI	0	\$0	80	\$16,400	80	\$16,400
2.0	Pre-Construction Meeting	2	\$470	8	\$1,640	10	\$2,110
3.0	Construction Administration	20	\$4,700	240	\$49,200	260	\$53,900
4.0	Record Drawings	2	\$470	100	\$20,500	102	\$20,970
Total Labor		24	\$5,640.00	428	\$87,740	452	\$93,380
Task 5.0 - Compaction Testing - Romig Engineers							\$19,551
Task 6.0 - Corrosion Engineering Services - V&A Consulting Engineers							\$31,656
Task 7.0 - Environmental Services – MIG							\$6,694
5% Direct Expense Fee (Mileage, Copies, Plots, Etc.)							\$4,669
Total Budget							\$155,950

**Original Proposal – July 14, 2020**

Hastings Drive Improvements (15-40) \$243,300  
 Vine Street Improvements (15-88)  
 Hastings Drive Service Connections (20-01)

**Additional Budget Request No. 1 – February 16, 2021**

Belmont Canyon Road Improvements (15-29) – Added \$118,370  
 Hastings Drive Service Connections (20-01) – Deleted <\$85,000>  
 \$33,370

**Additional Budget Request No. 2 (This Request) – March 8, 2022**

Construction Management \$155,950  
 Unspent Funds Remaining from Design <\$51,000>  
**Total Additional Budget Request No. 2 (This Request): \$104,950**

**Total Revised Contract Amount \$381,620**



Should you have any questions, please don't hesitate to contact me at (925) 224-7717.

Very truly yours,

**Pakpour Consulting Group, Inc.**



Brandon Laurie, P.E.  
Senior Engineer

cc: Rene Ramirez, MPWD Operations Manager, [r Ramirez@midpeninsulawater.org](mailto:r Ramirez@midpeninsulawater.org)  
Joubin Pakpour, PCG, MPWD District Engineer, [jpakpour@pcgengr.com](mailto:jpakpour@pcgengr.com)

J:\Projects\MPWD - 10012.00\26 - Hastings, Vine, Belmont Canyon Water Main Improvements\Contract\Agency\26-MPWD-Rudock-22.03.08-Hastings, Vine, Belmont Canyon CM Support Proposal.docx

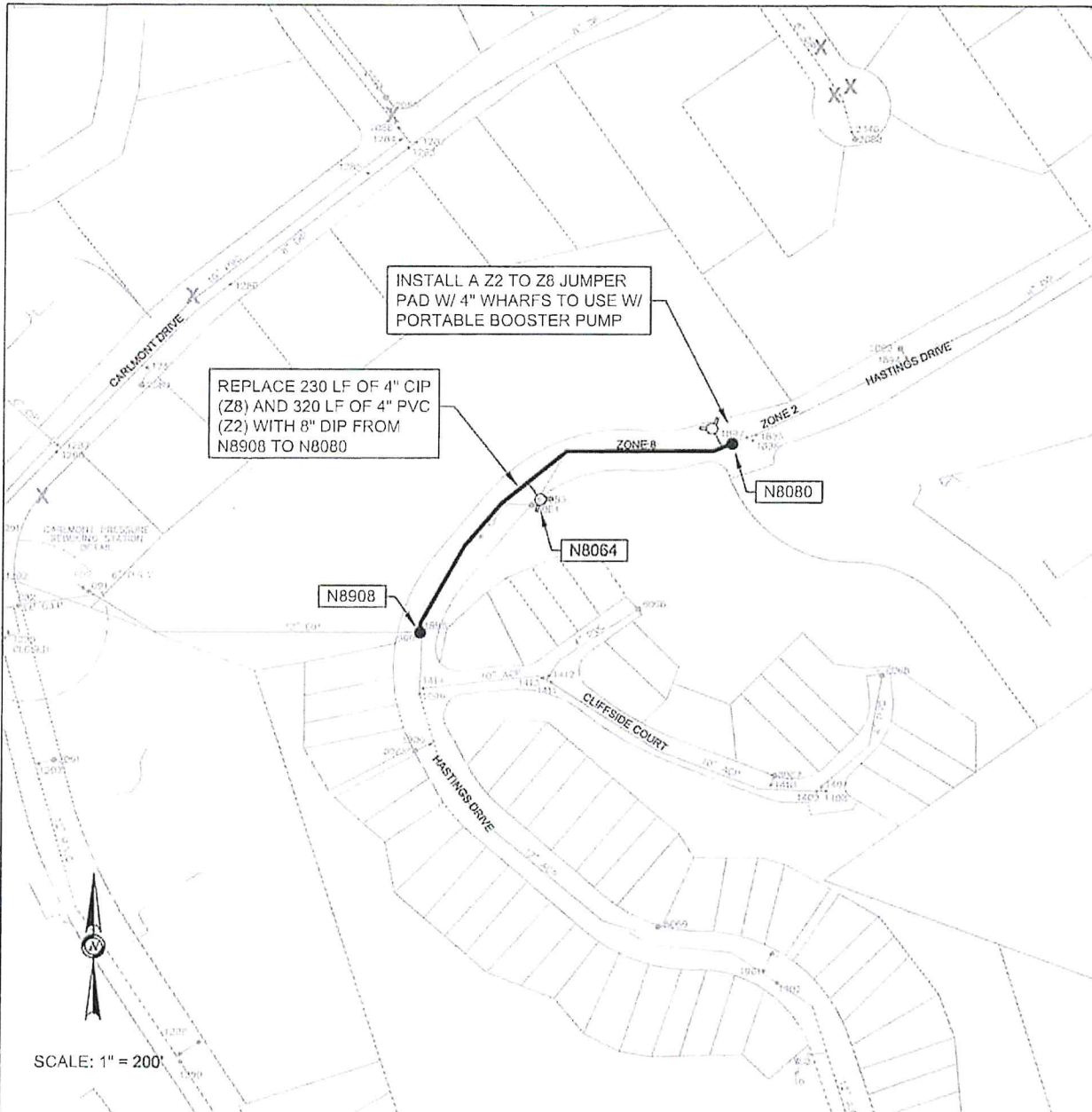




## Mid-Peninsula Water District Task Order Form

**MID-PENINSULA  
WATER DISTRICT**

<b>TITLE:</b> Construction Management Services in support of capital project 09-1621-CP; Hastings, Vine and Belmont Canyon		Page <u>1</u> of <u>1</u> .	
<b>1. CONTRACTOR/CONSULTANT:</b> Pakpour Consulting Group		<b>2. Reference Contract No. &amp; Date:</b> Contract #09-1621-CP dated July 23, 2020 Resolution No. 2022-08 March 24, 2022	
<b>3. Task Order No.:</b> 22-22		<b>4. Task Order Type:</b> Capital Improvement Program	
<b>5. Period Of Performance:</b> Construction management services pre, during and post construction			
<b>6. T. O. Cost history</b>		COST	FEE
This Action Amount		\$ 115,450.00	\$ 115,450.00
Previously Approved Amount		\$ 276,670.00	\$ 276,670.00
<b>NEW TOTAL</b>		<b>\$ -</b>	<b>\$ 392,120.00</b>
<b>Except as otherwise expressly provided herein, the Contractor/Consultant shall perform the work described below in accordance with all terms and conditions of the Contract referenced above.</b>			
<b>7. Summary of Work to be Performed Under Task Order:</b> Work to be performed by Task: Task 1 - submittal review and RFI; Task 2 - preconstruction meeting; Task 3 - construction administration (schedule, progress payments, change order & claims, punch list & final inspection, project coordination, monitor work for safety/convenience, notification to affected customers, construction close-out); Task 4 - record drawings; Task 5 - Compaction testing (Romig Engineering); Task 6 - Corrosion Engineering (V&A Consulting Engineers); Task 7 - environmental services (MIG consulting)			
<b>8. T. O. Documentation Requirements:</b> Update Operation Manager's capital expense tracking spreadsheet.		<b>9. Schedule/Deliverables:</b>	
<b>10. Payment Provisions:</b> Add amount in this Task Order to budget for capital project 09-1621-CP bringing budget to \$392,120.00			
<b>11. Contractor/Consultant Proj Mgr:</b> Joubin Pakpour, PE		<b>Phone No.</b> (925) 224-7717	
<b>AUTHORIZED SIGNATURES</b>			
<b>12. Mid-Peninsula Water District</b>		<b>13. Contractor/Consultant</b>	
_____ Signature		_____ Signature	
Print Name: <u>          Rene A. Ramirez          </u>		Print Name: <u>          Joubin Pakpour          </u>	
Title: <u>                          Operations Manager                          </u>		Title: <u>                          President                          </u>	
Date: <u>                          3/25/2022                          </u>		Date: <u>                          3/25/2022                          </u>	



SCALE: 1" = 200'

## HASTINGS DRIVE IMPROVEMENTS

### PROJECT BACKGROUND

Two dead end water mains currently exist on Hastings Drive approximately 320 LF uphill of the Carlmont Heights entrance with a Zone 8 230 LF 4" cast iron pipe (CIP) and a Zone 2 320 LF 4" polyvinyl chloride (PVC). The Zone 8 dead end has a fire hydrant at N8064 whereas the Zone 2 dead end is capped below ground and valved off at the Carlmont Heights valve cluster. This project eliminates the Zone 2 dead end by replacing the existing Zone 8 CIP with a new 8-inch ductile iron pipe (DIP) while extending it to the Carlmont Heights entrance. To facilitate an emergency connection between Zone 2 and Zone 8 with the District's portable booster pump, a jumper pad will be built with a 4" wharf on each Zone. This pad will also serve as a flushing location for each Zone. As an additional benefit with the larger 8" Zone 8 DIP, Zone 8 fire flows downhill of Cliffside Drive increase 300% from 588 gpm to 2,350 gpm. Distribution System Analysis No. 041

### PROPOSED IMPROVEMENTS

- Replace 230 LF of 4" CIP and 320 LF of 4" PVC with 8" DIP
- Install 1 new fire hydrant
- Replace 1 fire hydrant
- Install Z2 to Z8 jumper pad w/ 4" wharfs

### PROJECT BENEFITS

The Hastings Drive Improvements eliminates a dead end, replaces undersized 4" water mains with new 8" DIP, provides an emergency connection point between Zone 2 and Zone 8 and increases Zone 8 fire flow by approximately 300% in the area.

### PROJECT BUDGET (2020)

8" DIP - 550 LF @ \$ 450/LF	\$ 247,500
Fire Hydrants - 2 @ \$15,000/EA	\$ 30,000
Z2 to Z8 Jumper Pad	\$ 50,000
Subtotal Construction	\$ 327,500
Planning, Design & Construction Support	\$ 80,000
Construction Inspection	\$ 35,000
Contingency (±10%)	\$ 42,500
<b>Project Budget</b>	<b>\$ 485,000</b>

### PROJECT COMPLETED

Completion Date:	
<u>Actual Expenditures</u>	
Planning, Design, & Construction Support:	\$
<u>Construction:</u>	\$
Total Expenditures:	\$



Pakpour Consulting Group, Inc.  
5776 Stoneridge Mall Road, Suite 320  
Pleasanton, CA 94588  
925.224.7717 Fax 925.224.7726  
www.pcgengr.com

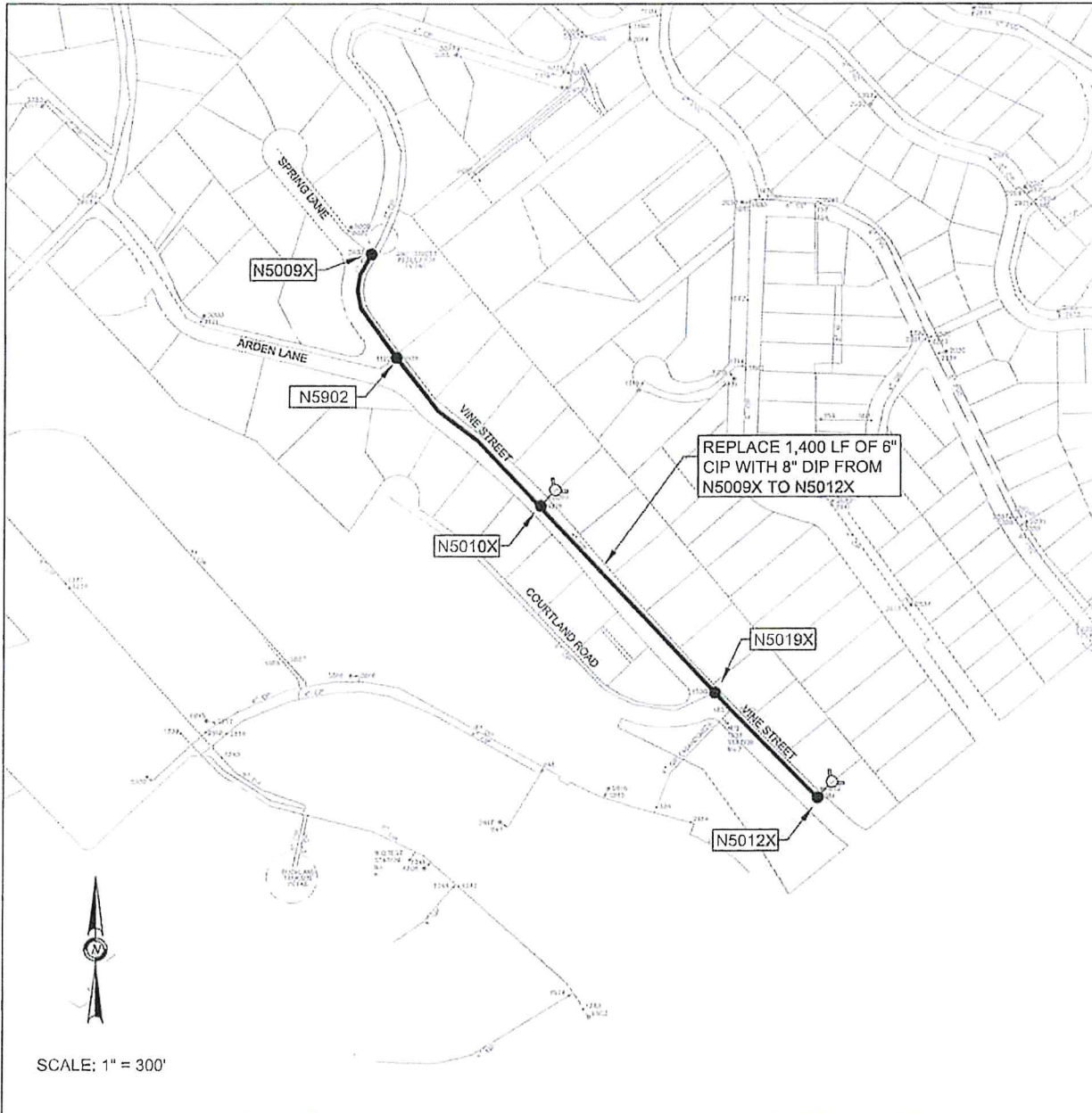
JOB No.	10012.07
DATE	10/8/19
SCALE	AS NOTED
DRAWN:	BY: HL
CKD:	JP



MID-PENINSULA WATER DISTRICT  
SAN MATEO COUNTY, CALIFORNIA  
3 DAIRY LANE  
BELMONT, CA 94002

CAPITAL IMPROVEMENT PROGRAM  
HASTINGS DRIVE IMPROVEMENTS  
PROJECT 15-40

Rev 1 - 02/20  
Original 2015



SCALE: 1" = 300'

## VINE STREET (ZONE 5) IMPROVEMENTS

### PROJECT BACKGROUND

The water mains along Vine Street are comprised of 1,400 LF of 6" cast iron pipe (CIP) installed in the mid 1950's. Due to age, the District has reported several leaks on the 6" CIP and maintenance personnel recommend replacement. This project replaces the 6" CIP with a new 8" DIP in addition to replacing 15 services and 3 fire hydrants. Distribution System Analysis No. 098

### PROPOSED IMPROVEMENTS

Replace 1,400 LF of 6" CIP with 8" DIP  
 Replace 3 fire hydrants  
 Replace 15 service connections

### PROJECT BENEFITS

The Vine Street (Zone 5) Improvements replaces old and aging 6" CIP water mains that have experienced significant leaks with a new 8" DIP.

### PROJECT BUDGET (2020)

8" DIP - 1,400 LF @ \$450/LF	\$ 630,000
Fire Hydrants - 3 @ \$15,000/EA	\$ 45,000
<b>Service Connections - 15 @ \$4,500/EA</b>	<b>\$ 67,500</b>
Subtotal Construction	\$ 742,500
Planning, Design & Construction Support	\$ 150,000
Construction Inspection	\$ 75,000
<b>Contingency (±10%)</b>	<b>\$ 97,500</b>
<b>Project Budget</b>	<b>\$ 1,065,000</b>

### PROJECT COMPLETED

Completion Date:	
<b>Actual Expenditures</b>	
Planning, Design, & Construction Support:	\$
Construction:	\$
<b>Total Expenditures:</b>	<b>\$</b>



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 Pleasanton, CA 94588  
 925.224.7717 Fax 925.224.7726  
 www.pcgengr.com

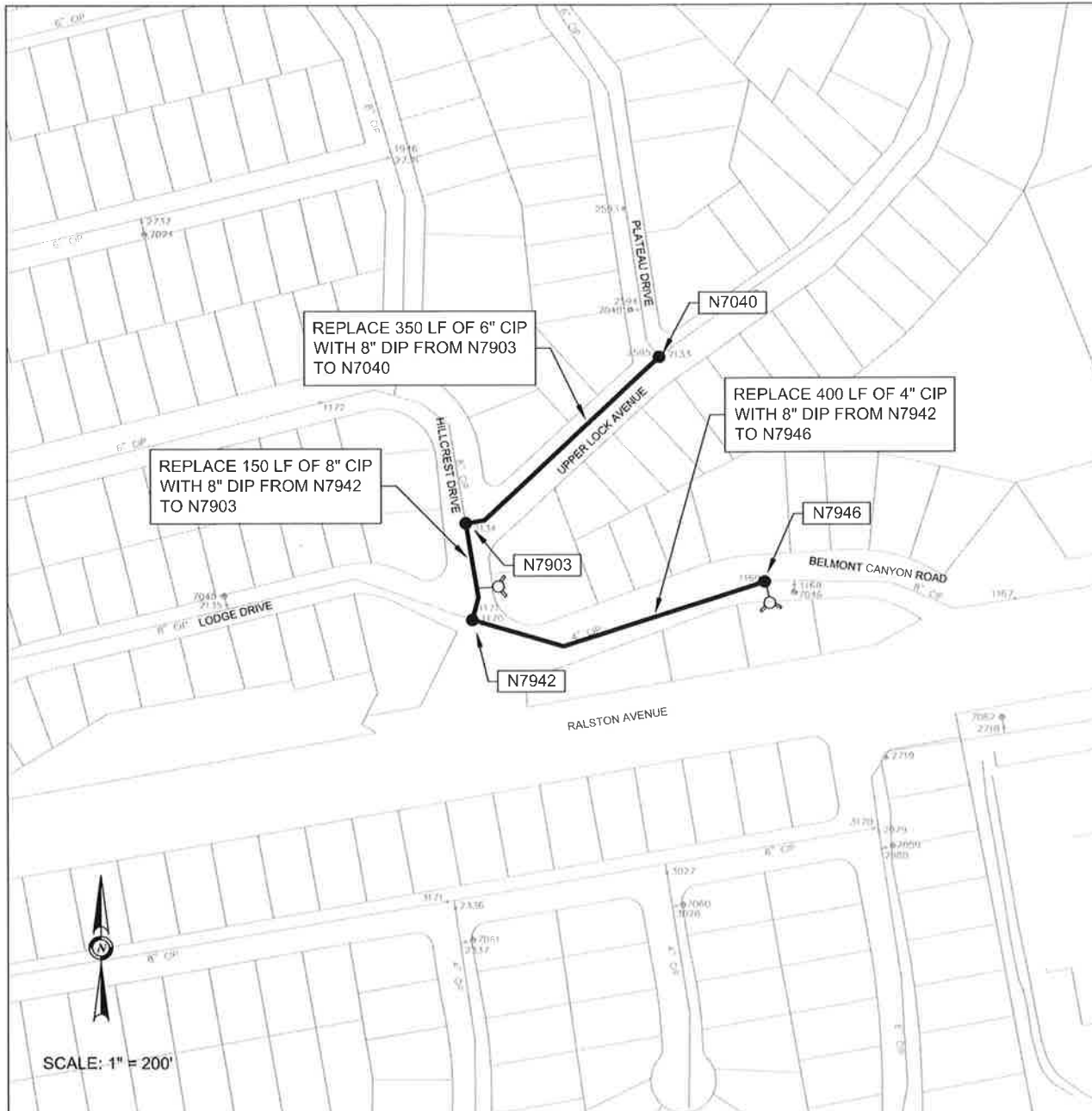
JOB No.	10012.07
DATE	10/8/19
SCALE	AS NOTED
DRAWN:	BY: RL CKD: JP



MID-PENINSULA WATER DISTRICT  
 SAN MATEO COUNTY, CALIFORNIA  
 3 DAIRY LANE  
 BELMONT, CA 94002

CAPITAL IMPROVEMENT PROGRAM  
 VINE STREET (ZONE 5) IMPROVEMENTS  
 PROJECT 15-88

Rev 1 - 02/20  
 Original 2015



## BELMONT CANYON ROAD IMPROVEMENTS

### PROJECT BACKGROUND

The majority of the water mains along Belmont Canyon Road are 8" cast iron pipes (CIP) except a 400 LF 4" CIP section between Hillcrest Drive and 2662 Belmont Canyon Road. The 4" CIP, installed in 1956, creates a bottleneck along Belmont Canyon Road reducing flows as much as 24%. This project replaces the 4" CIP with a new 8" ductile iron pipe (DIP). Although the fire flows within the area are essentially near the minimum recommendation of 1,500 gpm at 20 psi with the current configuration, replacing this pipe eliminates the bottleneck, replaces an old and aging infrastructure, and increases flows as much as 24%. Combining this project with the West Belmont Tank Water Main Improvements Project further increases flows along Belmont Canyon Road as much as 70% to above 2,500 gpm. Also included as part of this project is the replacement of approximately 500 LF of various 6" and 8" CIP with 8" DIP along Hillcrest Drive and Upper Lock Avenue. District maintenance personnel identified this area as being prone to leaks and recommend replacement. In addition one hydrant will be added to improve hydrant spacing. Distribution System Analysis No. 031

### PROPOSED IMPROVEMENTS

Replace 400 LF of 4" CIP, 350 LF of 6" CIP and 150 LF of 8" CIP with 900 LF 8" DIP  
 Install 1 new fire hydrant  
 Replace 1 fire hydrant  
 Replace 17 service connections

### PROJECT BENEFITS

The Belmont Canyon Road Improvements eliminates a bottleneck, replaces old and aging infrastructure, and increases fire flows as much as 24%. When combined with the West Belmont Tank Water Main Improvements, fire flow increases as much as 70%.

### PROJECT BUDGET (2020)

8" DIP - 900 LF @ \$ 450/LF	\$ 405,000
Fire Hydrants - 2 @ \$15,000/EA	\$ 30,000
Service Connections - 17 @ \$4,500/EA	\$ 76,500
<b>Subtotal Construction</b>	<b>\$ 511,500</b>
Planning, Design & Construction Support	\$ 105,000
Construction Inspection	\$ 50,000
Contingency (±10%)	\$ 68,500
<b>Project Budget</b>	<b>\$ 735,000</b>

### PROJECT COMPLETED

Completion Date:

#### Actual Expenditures

Planning, Design, & Construction Support:	\$
Construction:	\$
<b>Total Expenditures:</b>	<b>\$</b>

SCALE: 1" = 200'



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 Pleasanton, CA 94588  
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 www.pcgengr.com

JOB No. 10012.07  
 DATE 10/8/19  
 SCALE AS NOTED  
 DRAWN: BY BL  
 CKD JP



MID-PENINSULA WATER DISTRICT  
 SAN MATEO COUNTY, CALIFORNIA  
 3 DAIRY LANE  
 BELMONT, CA 94002

CAPITAL IMPROVEMENT PROGRAM  
 BELMONT CANYON ROAD IMPROVEMENTS  
 PROJECT 15-29

Rev 1 - 02/20  
 Original 2015



**AGENDA ITEM NO. 7.E.**

DATE: March 24, 2022  
TO: Board of Directors  
FROM: Tammy Rudock, General Manager

---

**SUBJECT: DISCUSS RETURN TO IN-PERSON BOARD MEETINGS**

---

**RECOMMENDATION**

Discuss return to in-person Board meetings.

**FISCAL IMPACT**

Unknown.

**BACKGROUND**

The Board discussed this topic last month and a few times last year—in May 202, June 2021, and September 2021. Governor Newsom’s Executive Order N-29-20 regarding the Brown Act and teleconference meetings was scheduled to expire on September 30<sup>th</sup> but got extended to December 31<sup>st</sup>, and ultimately “replaced” by AB 361. The Board had planned to return to in-person meetings in October 2021, but the Omicron variant of COVID-19 flared up and national, state, and local infections and hospitalizations increased so that plan was postponed.

Effective August 2, 2021, the San Mateo County Health Officer’s issued Order No. C19-12 requiring universal masking in workplaces and public indoor settings. That order remained in place until it was lifted effective February 16, 2022, for vaccinated individuals. Face coverings continue to be required for unvaccinated individuals and certain indoor locations and environments as recommended by the California Department of Public Health (and supported by Cal/OSHA).

**DISCUSSION**

District Counsel will provide an update on any state legal updates regarding the emergency order as they pertain to public agency virtual meetings.

---

BOARD ACTION: APPROVED:\_\_\_\_ DENIED:\_\_\_\_ POSTPONED:\_\_\_\_ STAFF DIRECTION:\_\_\_\_  
UNANIMOUS\_\_\_\_ WHEELER\_\_\_\_ VELLA\_\_\_\_ ZUCCA\_\_\_\_ JORDAN\_\_\_\_ SCHMIDT\_\_\_\_



**AGENDA ITEM NO. 7.F.**

DATE: March 24, 2022  
TO: Board of Directors  
FROM: Rene A. Ramirez, Operations Manager

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**SUBJECT: RECEIVE REPORT ON:**

**California and San Francisco Regional Water System Drought Conditions, and MPWD's Water Conservation Update**

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**RECOMMENDATION**

Receive verbal report.

**FISCAL IMPACT**

None.

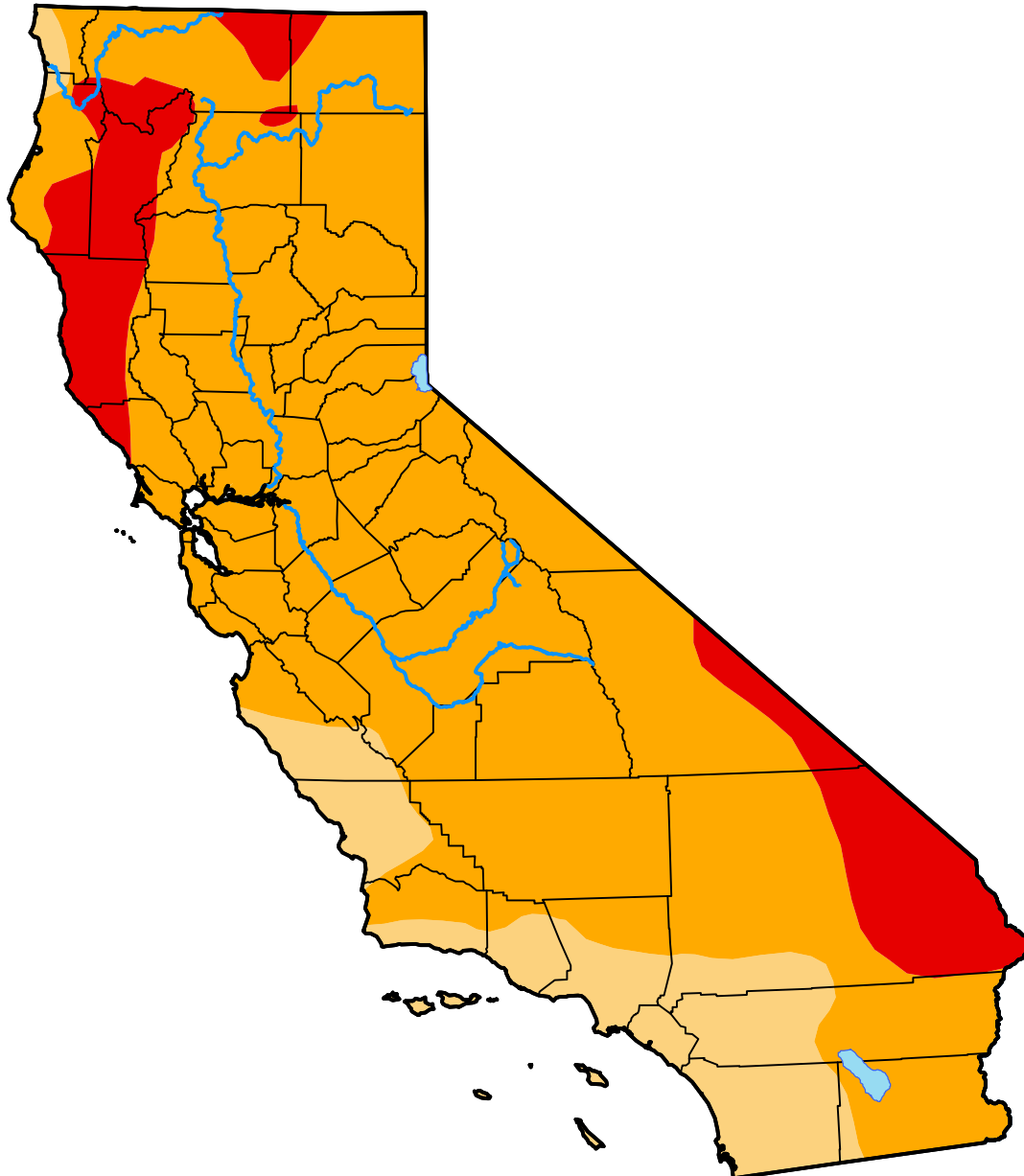
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BOARD ACTION: APPROVED:\_\_\_\_ DENIED:\_\_\_\_ POSTPONED:\_\_\_\_ STAFF DIRECTION:\_\_\_\_

UNANIMOUS\_\_ WHEELER\_\_ VELLA\_\_ ZUCCA\_\_ JORDAN\_\_ SCHMIDT\_\_

# U.S. Drought Monitor California

**March 1, 2022**  
(Released Thursday, Mar. 3, 2022)  
Valid 7 a.m. EST



*Drought Conditions (Percent Area)*

	None	D0-D4	D1-D4	D2-D4	D3-D4	D4
<b>Current</b>	0.00	100.00	100.00	86.98	12.82	0.00
<b>Last Week</b> <i>02-22-2022</i>	0.00	100.00	100.00	68.77	6.70	0.00
<b>3 Months Ago</b> <i>11-30-2021</i>	0.00	100.00	100.00	92.43	80.28	28.27
<b>Start of Calendar Year</b> <i>01-04-2022</i>	0.00	100.00	99.30	67.62	16.60	0.84
<b>Start of Water Year</b> <i>09-28-2021</i>	0.00	100.00	100.00	93.93	87.88	45.66
<b>One Year Ago</b> <i>03-02-2021</i>	0.75	99.25	90.89	56.98	29.54	3.75

Intensity:

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought

*The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>*

Author:

Brad Rippey  
U.S. Department of Agriculture



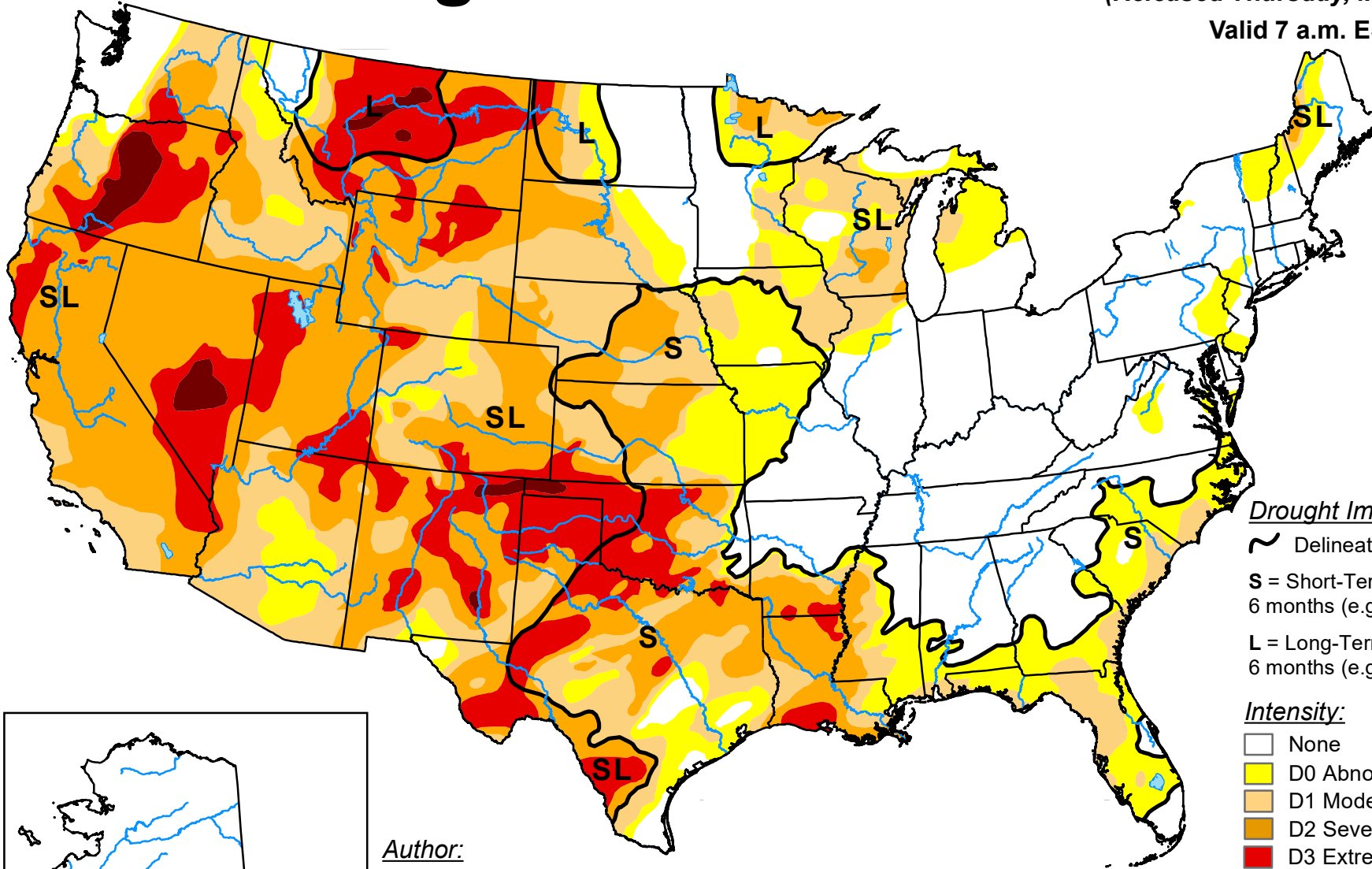
**droughtmonitor.unl.edu**

# U.S. Drought Monitor

March 1, 2022

(Released Thursday, Mar. 3, 2022)

Valid 7 a.m. EST

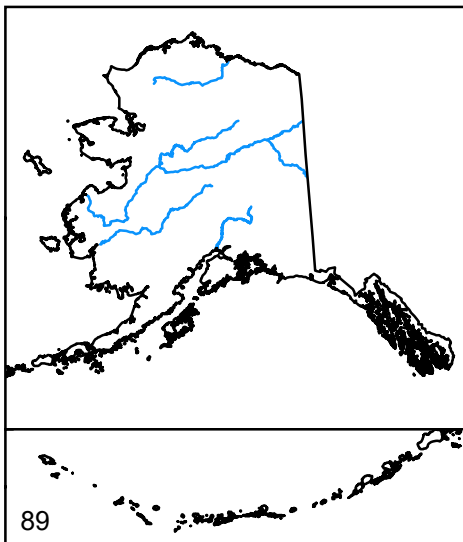


**Drought Impact Types:**

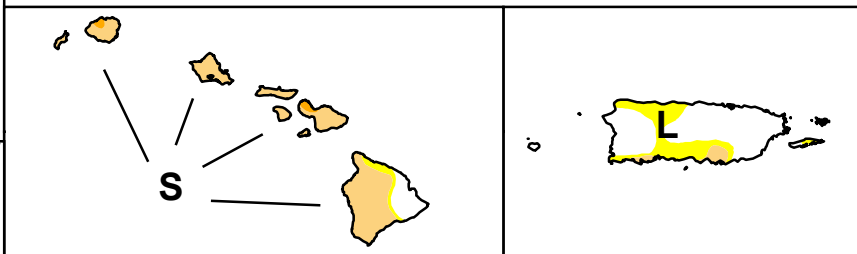
- ~ Delineates dominant impacts
- S = Short-Term, typically less than 6 months (e.g. agriculture, grasslands)
- L = Long-Term, typically greater than 6 months (e.g. hydrology, ecology)

**Intensity:**

- None
- D0 Abnormally Dry
- D1 Moderate Drought
- D2 Severe Drought
- D3 Extreme Drought
- D4 Exceptional Drought



**Author:**  
Brad Rippey  
U.S. Department of Agriculture



The Drought Monitor focuses on broad-scale conditions. Local conditions may vary. For more information on the Drought Monitor, go to <https://droughtmonitor.unl.edu/About.aspx>



[droughtmonitor.unl.edu](https://droughtmonitor.unl.edu)

Precip Data Ending 4pm on	Rainfall July 1 2021 - Jan 1 2022			Rainfall July 1 2021 - Mar 3 2022			Thursday, March 3, 2022		
	50% of Year*			67% of Year*			67% of Year*		
		Thru Jan. 1, 2022			Thru Mar. 3, 2022		July 1 thru June 30		
City	Rainfall July 1 to Jan. 1 (inches)	Rainfall Normal (inches)	% Normal	Rainfall July 1 to Mar. 3 (inches)	Rainfall Normal (inches)	% Normal	Rainfall July 1 to Mar. 3 (inches)	Rainfall Normal (inches)	% Normal
San Francisco Downtown	16.28	8.61	189%	17.00	17.63	96%	17.00	22.89	74%
SFO Airport	16.28	7.21	226%	16.73	15.28	109%	16.73	19.64	85%
Oakland	15.02	7.01	214%	15.28	14.13	108%	15.28	18.68	82%
San Jose	6.64	4.35	153%	6.65	10.03	66%	6.65	13.48	49%
Sacramento - CSUS	14.44	6.49	222%	14.49	14.21	102%	14.49	19.20	75%
Modesto	8.18	3.98	206%	8.19	8.90	92%	8.19	12.27	67%
Fresno	5.21	3.37	155%	5.25	7.58	69%	5.25	10.99	48%
Bakersfield	3.55	2.00	179%	3.67	4.43	83%	3.67	6.36	58%
Santa Barbara	8.83	5.15	171%	8.92	13.05	68%	8.92	17.25	52%
LAX Airport	8.84	3.79	233%	8.97	9.78	92%	8.97	12.23	73%
Los Angeles Downtown	10.40	4.11	253%	10.65	11.23	95%	10.65	14.25	75%
San Diego Montgomery Field	4.12	3.41	121%	5.13	8.53	60%	5.13	11.02	57%
Palm Springs	1.96	1.79	109%	2.06	4.09	50%	2.06	4.61	45%

\* Rain season runs from July 1 through June 30

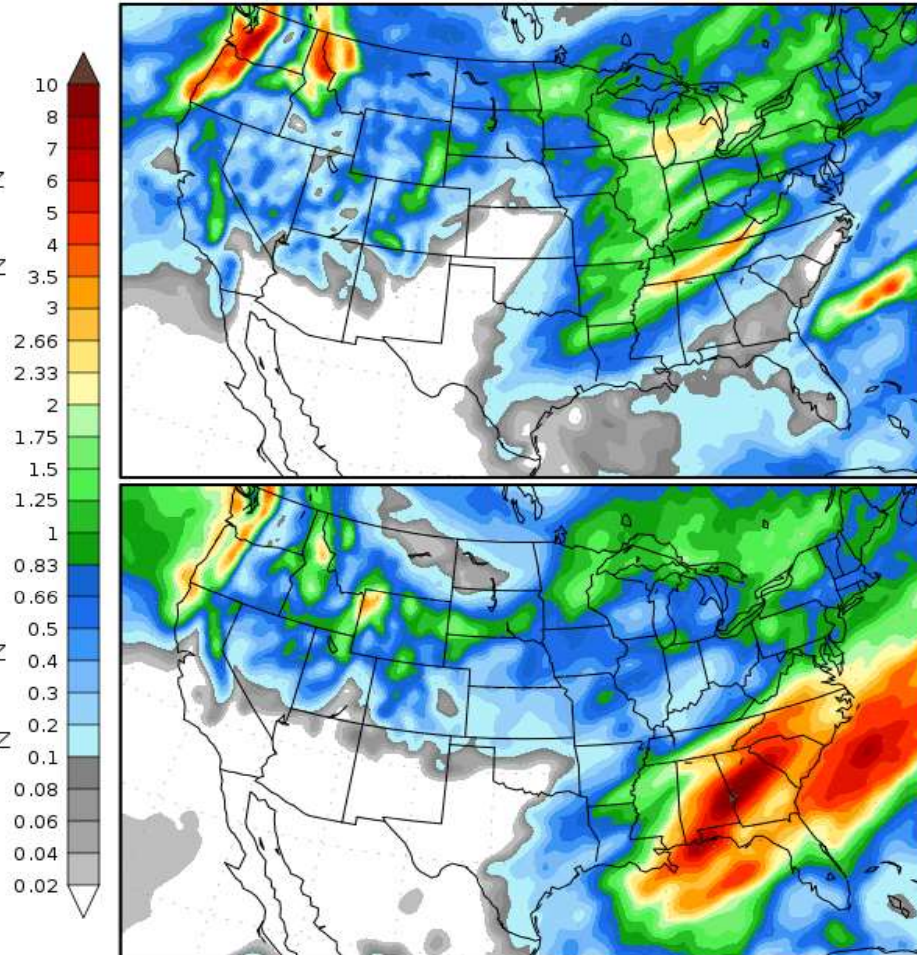
Data from NOAA

# National Precipitation Forecast

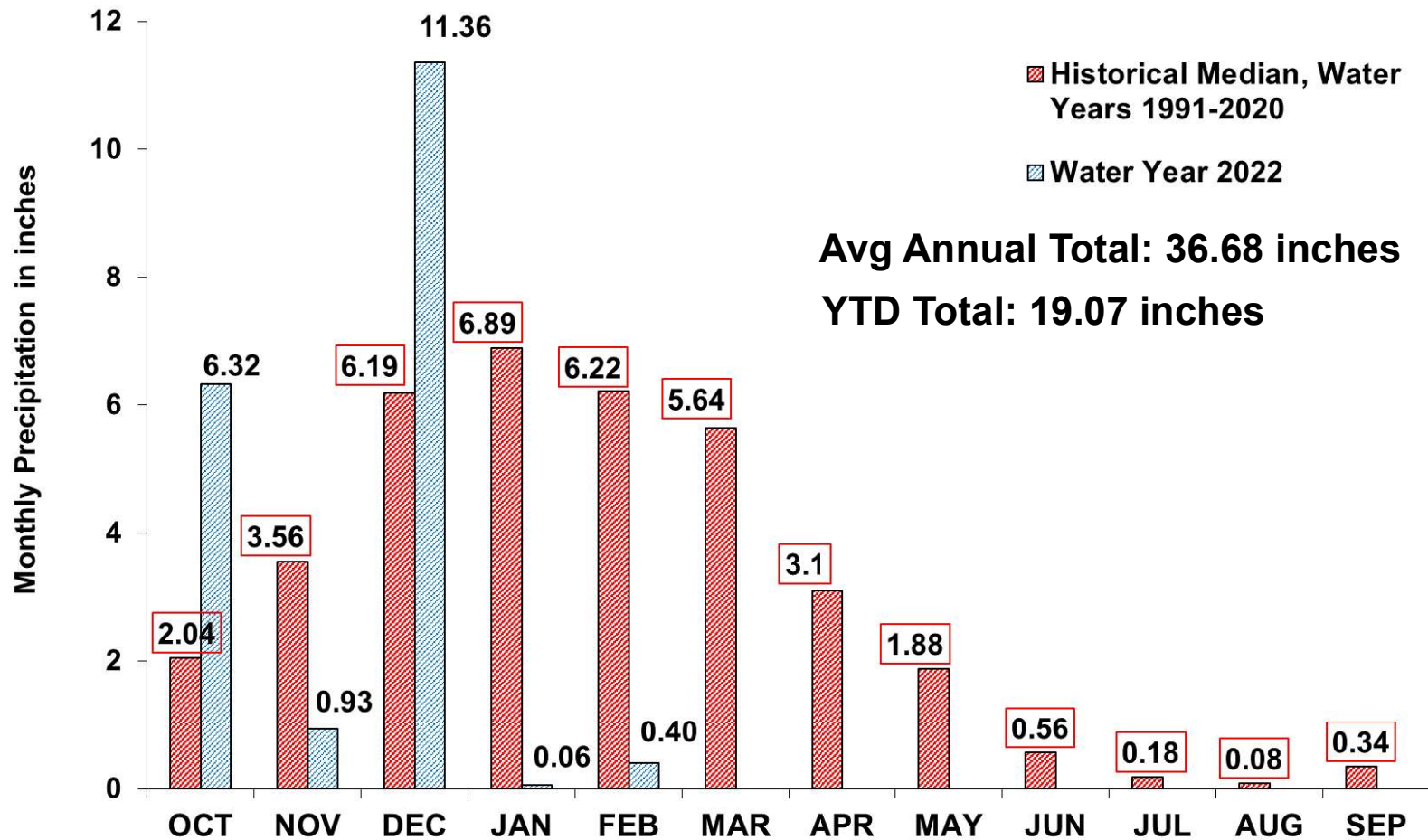
Precipitation (in)  
during the period:

Mon, 28 FEB 2022 at 12Z  
-to-  
Tue, 08 MAR 2022 at 12Z

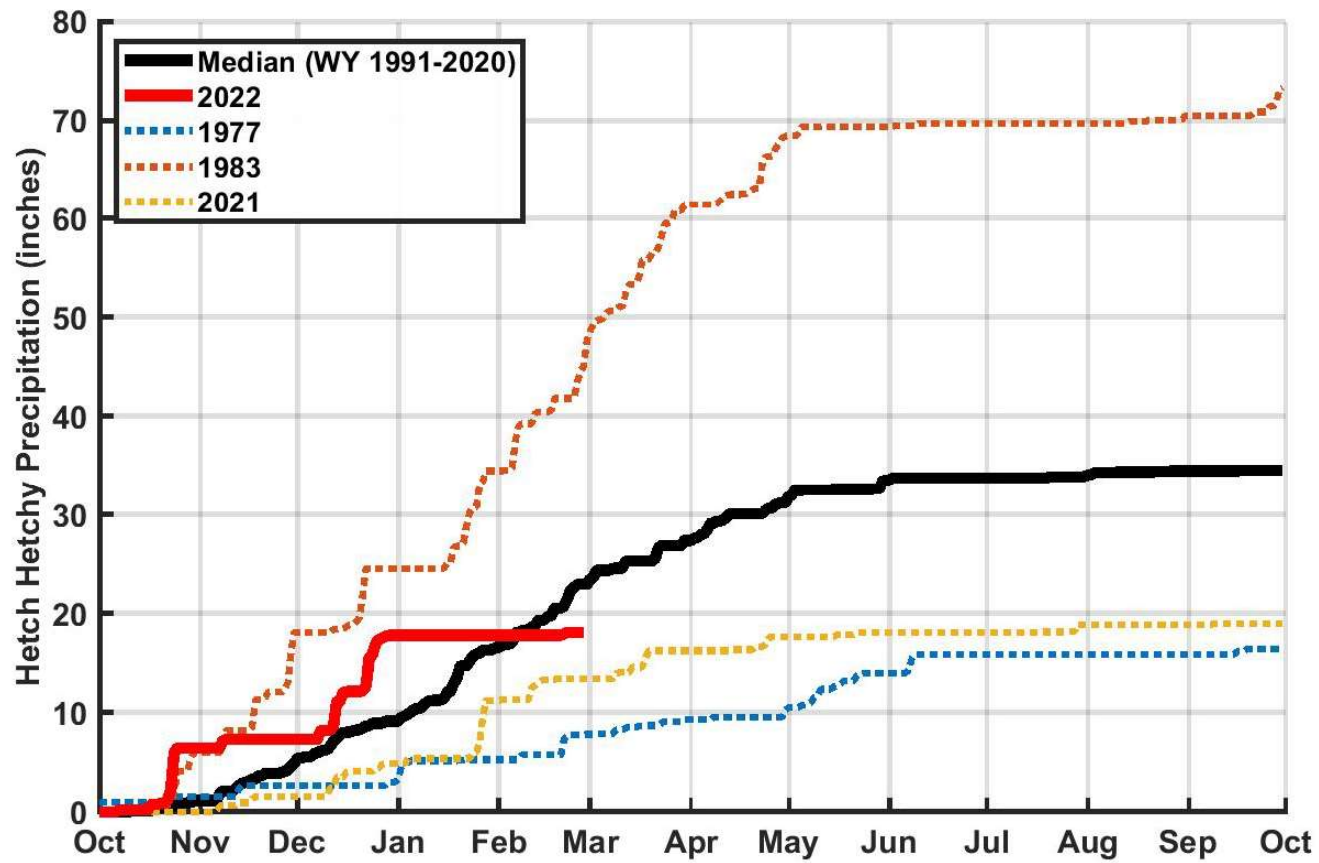
Tue, 08 MAR 2022 at 12Z  
-to-  
Wed, 16 MAR 2022 at 12Z



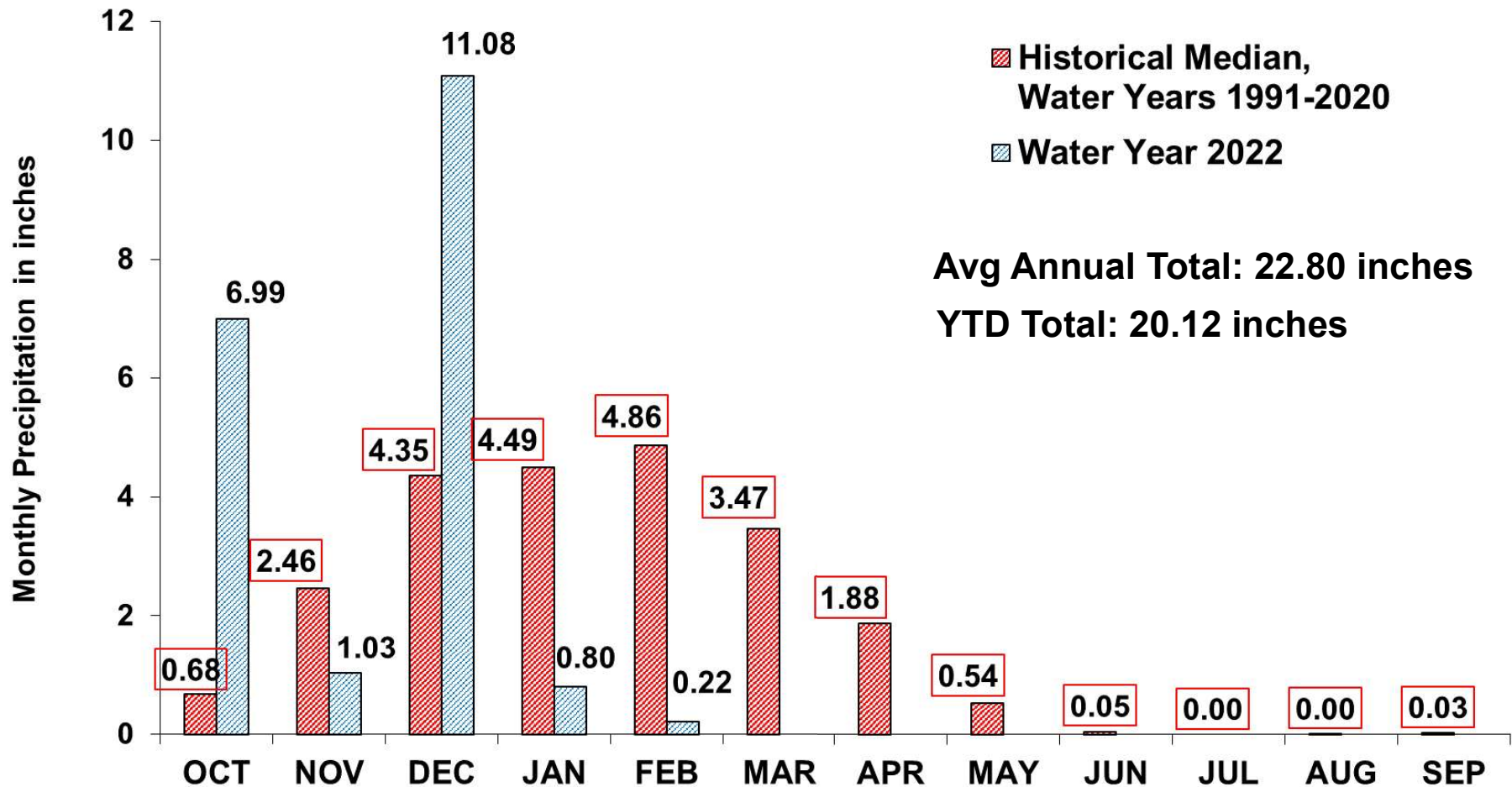
# Upcountry 6-station Precipitation Index as of February 27, 2022



# Hetch Hetchy Precipitation



# Bay Area 7-station Precipitation Index as of February 27, 2022

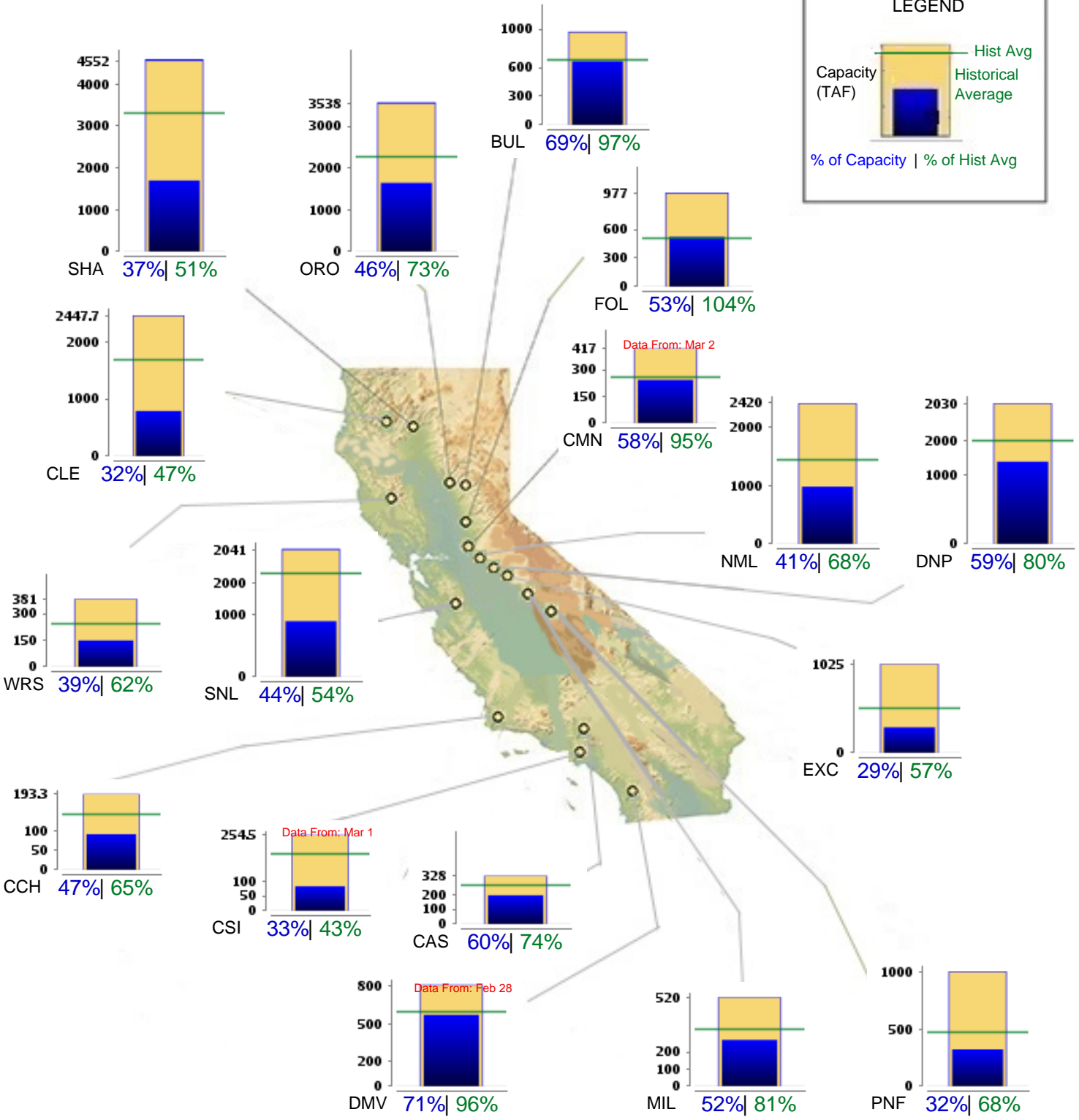
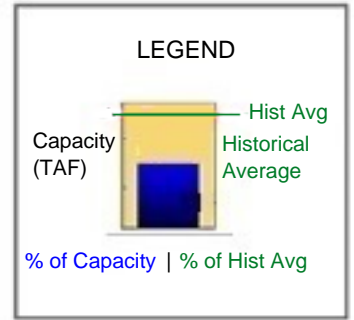




# CURRENT RESERVOIR CONDITIONS

## CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS CURRENT CONDITIONS

Midnight - March 3, 2022

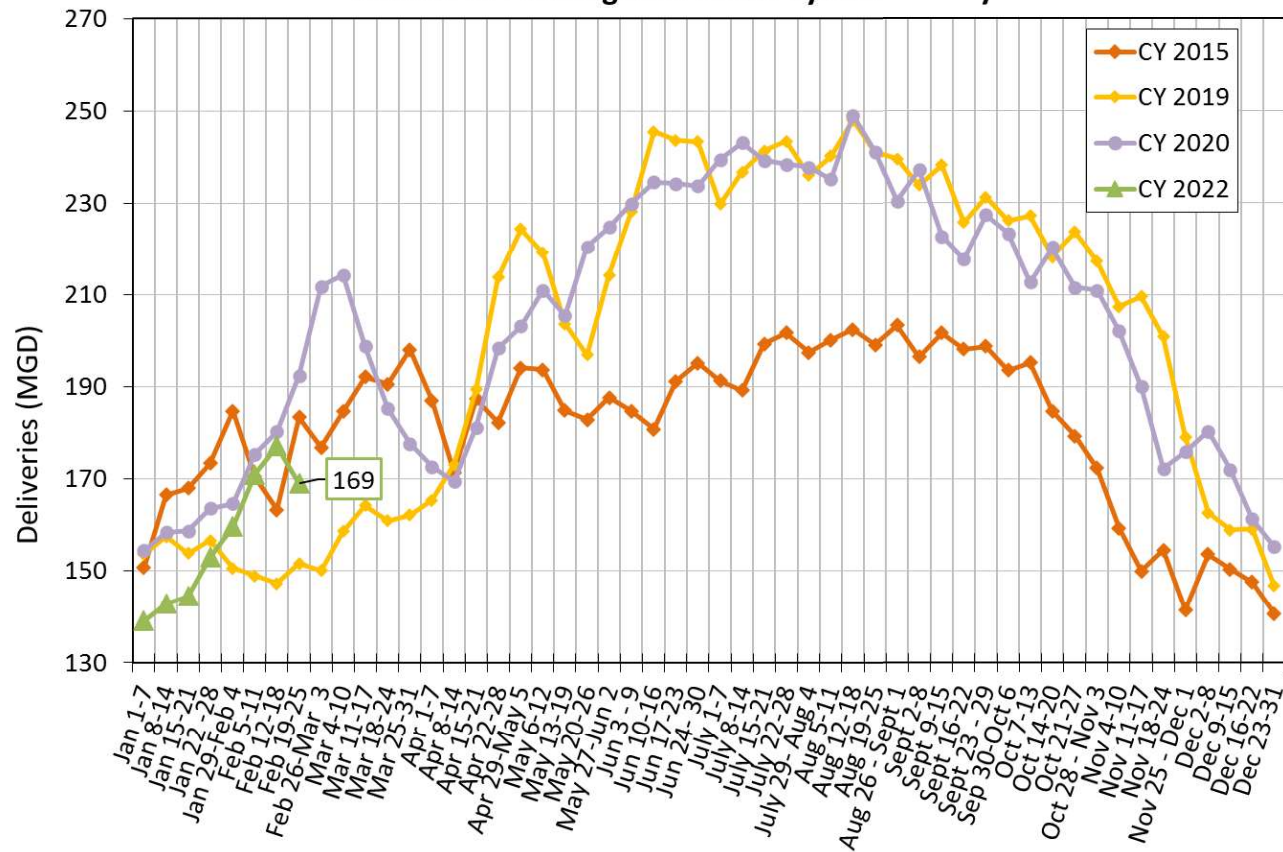


RWS - Storage Conditions  
Most Recent Two Month Comparison

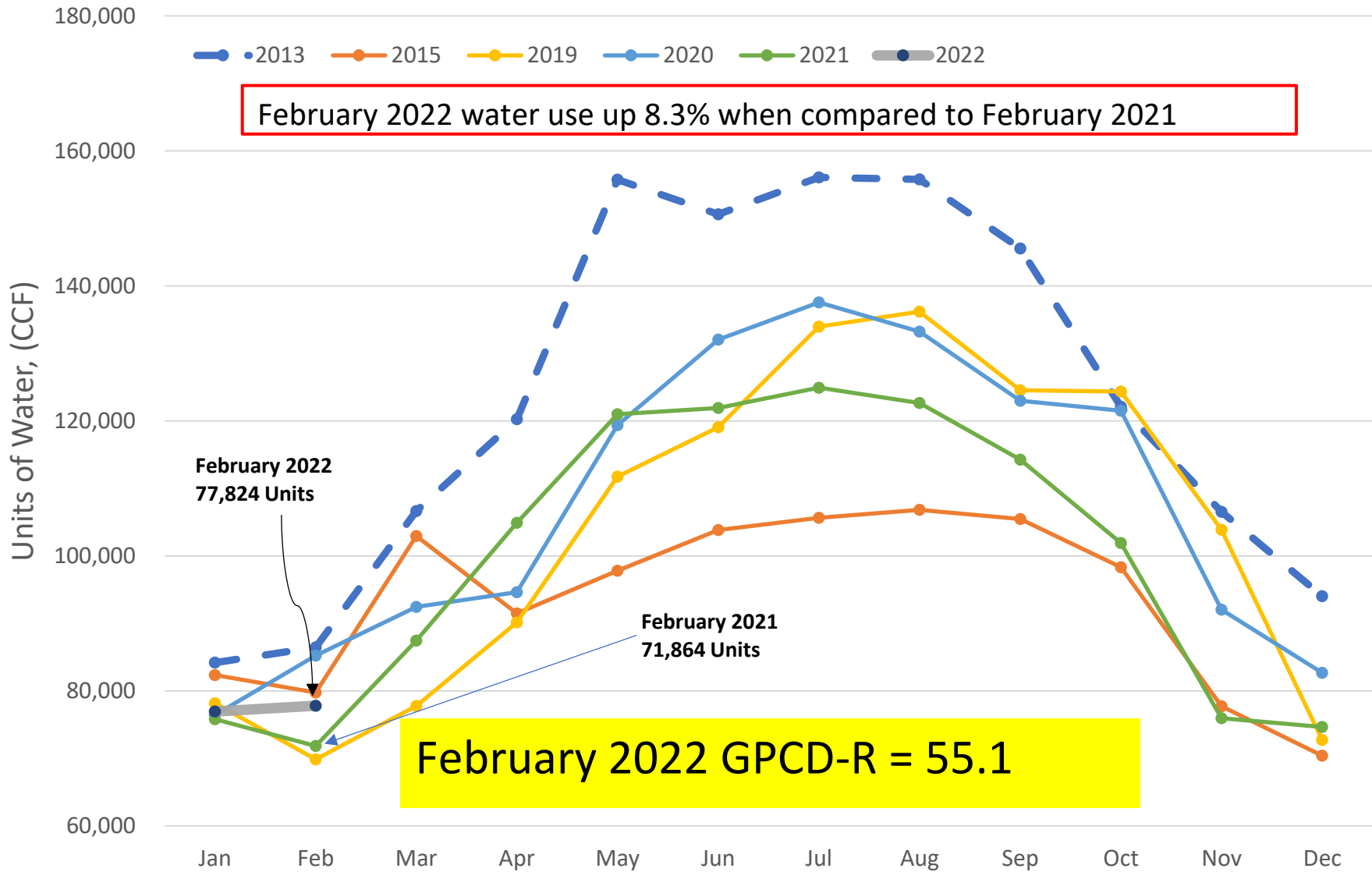
	Maximum Storage Acre-Feet	2/1/2022		2/28/2022		Normal % Of Max. Storage
		Current Storage Acre-Feet	Pct. Of Maximum Storage	Current Storage Acre-Feet	Pct. Of Maximum Storage	
<b>Tuolumne System</b>						
Hetch Hetchy Rsvr	360,360	294,400	81.7%	310,300	86.1%	65.7%
Cherry Rsvr	268,800	240,100	89.3%	225,600	83.9%	
Lake Eleanor	21,495	21,520	100.0%	20,290	94.4%	
Water Bank	570,000	337,700	59.2%	348,878	61.2%	99.3%
<b>Total Tuolumne Storage</b>	<b>1,220,655</b>	<b>893,720</b>	<b>73.2%</b>	<b>905,068</b>	<b>73.2%</b>	
<b>Local Bay Area Storage</b>						
Calaveras Rsvr	96,670	67,236	69.6%	65,528	67.8%	
San Antonio Rsvr	53,266	46,554	87.4%	39,161	73.5%	
Crystal Springs Rsvr	58,309	51,247	87.9%	44,914	77.0%	
San Andreas Rsvr	19,027	16,094	84.6%	16,626	87.4%	
Pilarcitos Rsvr	3,030	3,070	100.0%	2,645	87.3%	
<b>Total Local Storage</b>	<b>230,302</b>	<b>184,201</b>	<b>80.0%</b>	<b>168,874</b>	<b>73.3%</b>	
<b>Total RWS Storage</b>	<b>1,450,957</b>	<b>1,077,921</b>	<b>74.3%</b>	<b>1,073,942</b>	<b>74.0%</b>	

# Total Deliveries

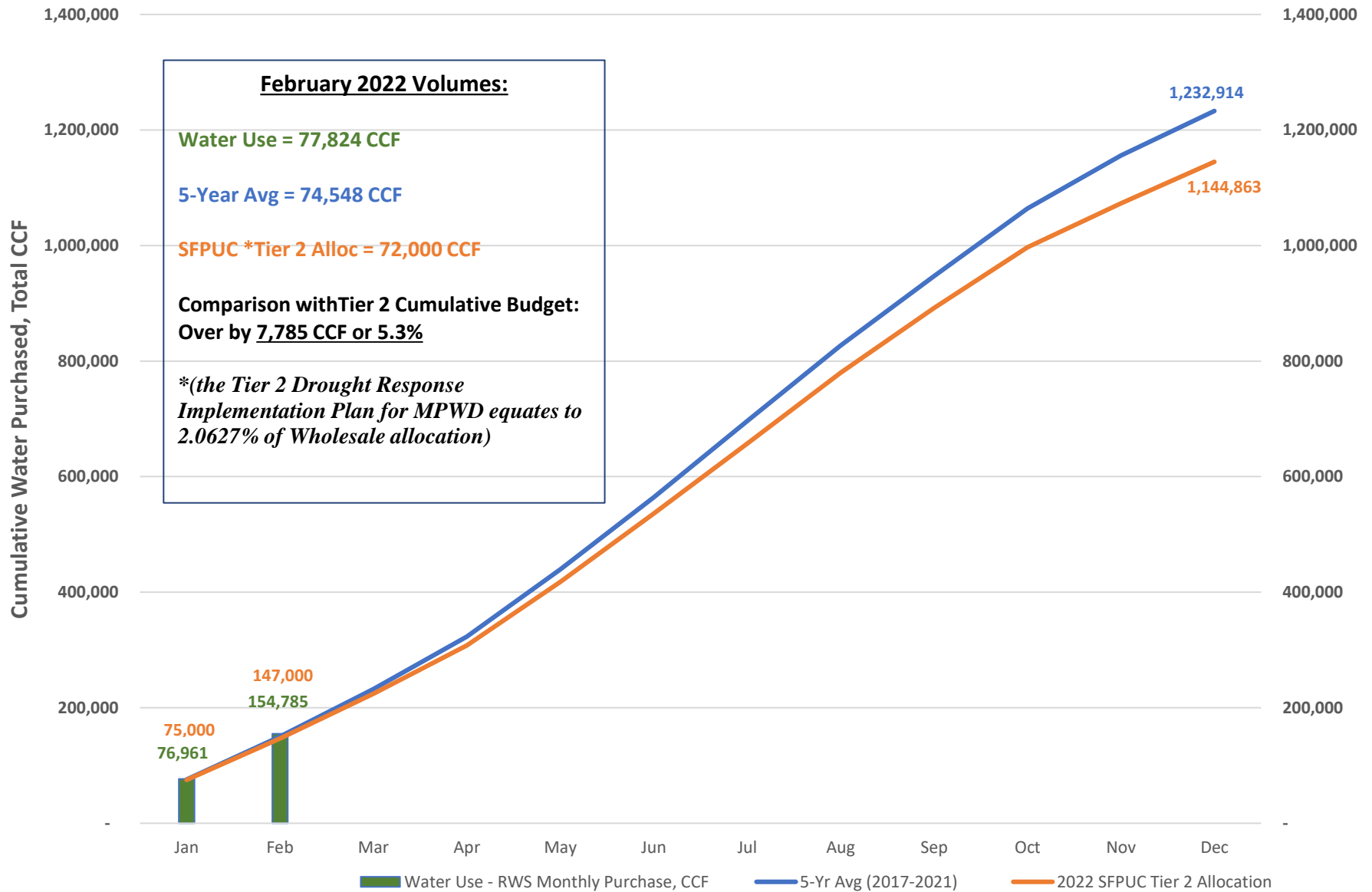
**Regional Water System Total Deliveries**  
Source: SFPUC Regional Water System County Meters



# MPWD Annual Water Use



### Comparing Monthly Cumulative Water Use with: 5-Year Average and SFPUC 2022 Tier 2 Water Allocation

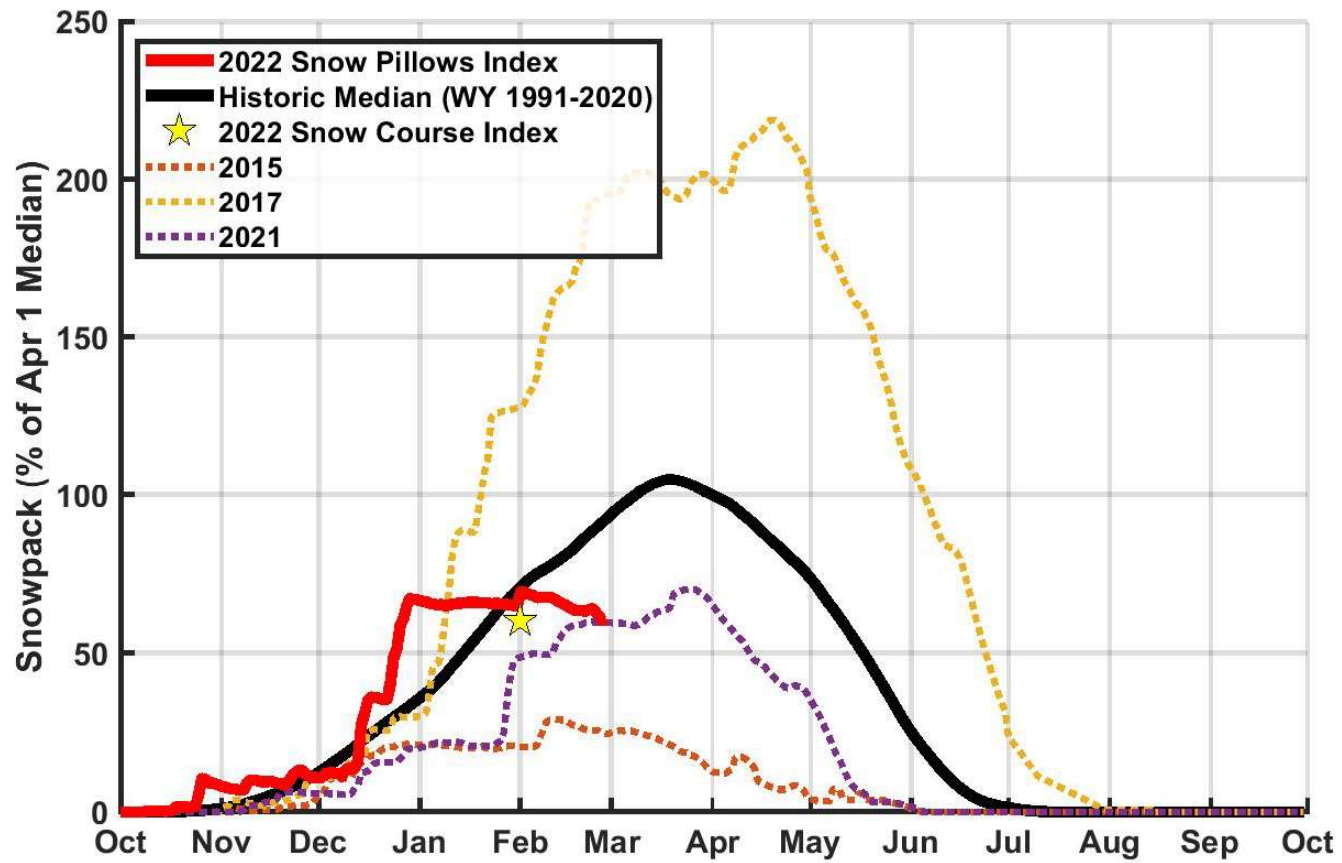


# Drought Tracker

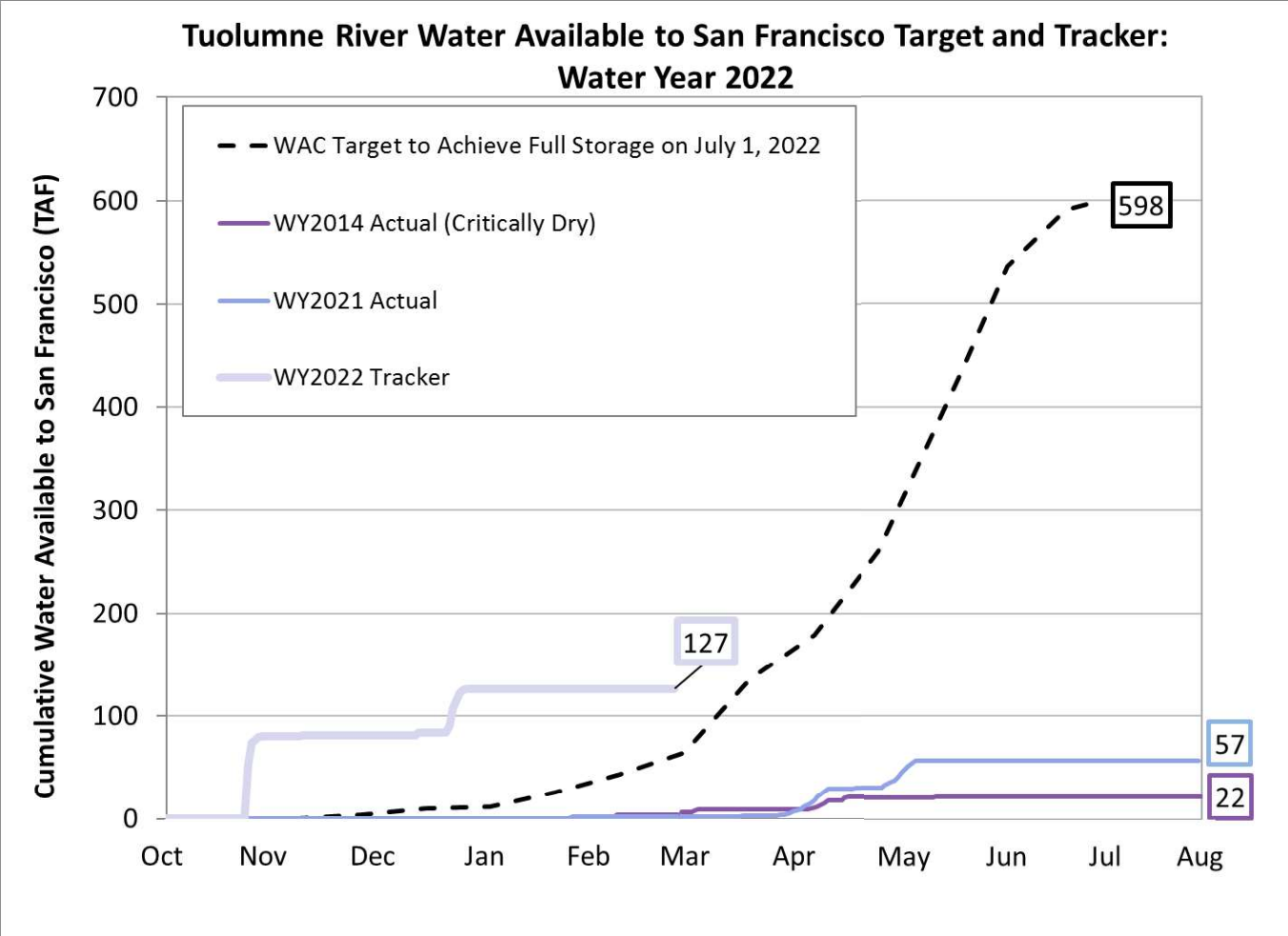
For the Period July 1, 2021 - February 25, 2022			
CUSTOMER GROUPS	FY2019/2020 AVG. MGD	FY2021/2022 AVG. MGD	% REDUCTION
San Francisco Customers	64.0	54.8	14.5%
Wholesale Customers	135.1	127.9	5.3%
<b>TOTAL</b>	<b>199.2</b>	<b>182.7</b>	<b>8.3%</b>

For the Period January 1, 2022 - February 25, 2022			
CUSTOMER GROUPS	FY2019/2020 AVG. MGD	FY2021/2022 AVG. MGD	% REDUCTION
San Francisco Customers	61.2	53.3	12.9%
Wholesale Customers	102.0	103.7	-1.7%
<b>TOTAL</b>	<b>163.2</b>	<b>157.0</b>	<b>3.8%</b>

# Upcountry Snowpack



# Tuolumne River Water Available to the City





TO: Board of Directors  
FROM: Tammy A. Rudock  
General Manager  
DATE: March 24, 2022

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## MANAGER'S REPORT

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### **FOLLOW-UP FROM 02/24/2022:**

- Revised MPWD 2021-2022 Strategic Plan, including Mission Statement, Vision Statement, Strategic Goals, and Director Assignments was posted to the website.
- Construction contract with Golden Bay Construction signed for 400 feet of Civic Lane water main replacement project.
- Revised Salary Schedules for Represented and Unrepresented Employees, effective March 1, 2022, were posted to the website.

### **GENERAL MANAGER RECRUITMENT**

The GM recruitment brochure was posted in mid-February at the MPWD website:

<https://www.midpeninsulawater.org/humanresources>

Initial filing deadline: March 23, 2022.

Per the GM Recruitment Work Plan and Project Schedule, MPWD Special Board Meetings are scheduled for the following Closed Session activities:

1. April 14, 2022 @ 6:00PM – Candidate Review Meeting (Consultant recommendations regarding top candidates to determine the short-list for interviews.)
2. May 11, 2022 @ 5:30PM – Day 1 of Candidate Final Interviews (Interview finalist candidates.)
3. May 12, 2022 @ 5:30PM – Day 2 of Candidate Final Interviews (Interview finalist candidates and select a GM.)

In May, rather than one full day of candidate interviews, staff broke it down into two consecutive evenings to accommodate Board member work schedules.

An Ad Hoc Committee meeting is tentatively scheduled on April 28, 2022, for semi-final interviews wherein shortlisted candidates will be interviewed and finalists determined for further consideration by the Board in May. That is Board meeting day and due to potential time constraints, another date might be better considered. Staff will coordinate with the consultant and committee.

### **BOARD FINANCE COMMITTEE**

The meeting schedule for 2022 is attached for information. It is going to be a busy year for the committee.

## **PROFESSIONAL ACCOUNTING SERVICES AND DISTRICT TREASURER**

The Board Finance Committee met on March 16, 2022, after narrowing the field down to the two CPA firms: Chavan & Associates LLP and Eide Bailly LLP. Both were equally qualified. Staff consulted with principals at each firm and received sample reports developed for other water districts. After reviewing and discussing with the committee, and because of the local presence and recommendation by former and long-time District Treasurer Jeff Ira, Chavan & Associates LLP is going to be recommended next month for the Board's consideration for monthly professional accounting services and appointment as District Treasurer. The committee further supported that a defined scope of work, including deliverables, should be developed between now and then between staff and Chavan & Associates LLP.

### **3-MONTH "LOOK AHEAD" FOR BOARD MEETINGS**

#### **APRIL 14, 2022 @ 6:00PM – SPECIAL BOARD MEETING**

- Closed Session: General Manager Candidate Review for Short-List Interviews

#### **APRIL 28, 2022**

- Review Preliminary FY 2022/2023 Operating and Capital Budgets
- Approve Task Order Amendment for HF&H Consulting for the Water Rate Study and Financial Plan
- Receive Reports on:
  - California and San Francisco Regional Water System Drought Conditions; and
  - MPWD Water Conservation Update; and
  - MPWD Quarterly Water Conservation Activities Report through March 31, 2021

#### **MAY 11, 2022 @ 5:30PM – SPECIAL BOARD MEETING**

- Closed Session: Day 1 of Candidate Final Interviews

#### **MAY 12, 2022 @ 5:30PM – SPECIAL BOARD MEETING**

- Closed Session: Day 2 of Candidate Final Interviews

#### **MAY 26, 2022**

- Conduct Proposition 218 Water Rate Protest Hearing and Approve SFPUC Pass-Through Water Rate Adjustments effective July 1, 2022
- Approve FY 2022/2023 Operating and Capital Budgets
- Receive Reports on California and San Francisco Regional Water System Drought Conditions and MPWD Water Conservation Update
- Receive BAWSCA Update
- Approve Employment Agreement with new General Manager effective July 1, 2022

#### **JUNE 23, 2022**

- Approve Eighth Amendment to Employment Agreement for General Manager transition effective July 1, 2022
- Consider Updated Water Capacity Fees and Water Demand Offset Charges
- Receive Reports on California and San Francisco Regional Water System Drought Conditions and MPWD Water Conservation Update

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#### **UPCOMING MEETINGS/EVENTS**

HIA Meeting (Belmont): April 7, 2022 @ Divino's

ACWA JPIA 2022 Spring Conference & Exhibition (Sacramento): May 2-6, 2022

CSDA Special Districts Legislative Days (Virtual): May 17-18, 2022

CSDA 2022 Annual Conference & Exhibitor Showcase (Palm Springs): August 22-25, 2022



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## 2022 BOARD FINANCE COMMITTEE MEETING SCHEDULE

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### **March 16, 2022 @ 10:00AM**

- SFPUC Pass-Thru Water Rate Adjustment for FY 2022/2023
- Monthly Accounting and District Treasurer Services

### **April 13, 2022 @ 9:30AM**

- Draft FY 2022/2023 Operating and Capital Budgets
- Revised Review – Water Capacity Charges and Water Demand Offset Fees

### **May 4, 2022 @ 9:00AM**

- Proposed FY 2022/2023 Operating and Capital Budgets
- Revised Review - Miscellaneous Fee Schedule

### **June 8, 2022 @ 9:00AM**

- Revised Review – DRAFT MPWD Financial Control Policy
- 2016 COPs Refunding
- New Debt Issuance for 2023-2028 CIP

### **September 7, 2022 @ 9:00AM**

- Revised Review – Water Rates Study & Financial Plan
- Proposed Water Rates, including Projected SFPUC Pass-Thru Adjustment, effective January 1, 2023
- 2016 COPs Refunding
- New Debt Issuance for 2023-2028 CIP

### **October 12, 2022 @ 9:00AM**

- Financial Audit Exit Conference for FYE June 30, 2022
- Revised Review – Water Rates Study & Financial Plan

Revised 02/25/2022



TO: Board of Directors

FROM: Monique Madrid, Temporary Administrative Services Manager  
Alleyne LaBossiere, Temporary Chief Financial Officer

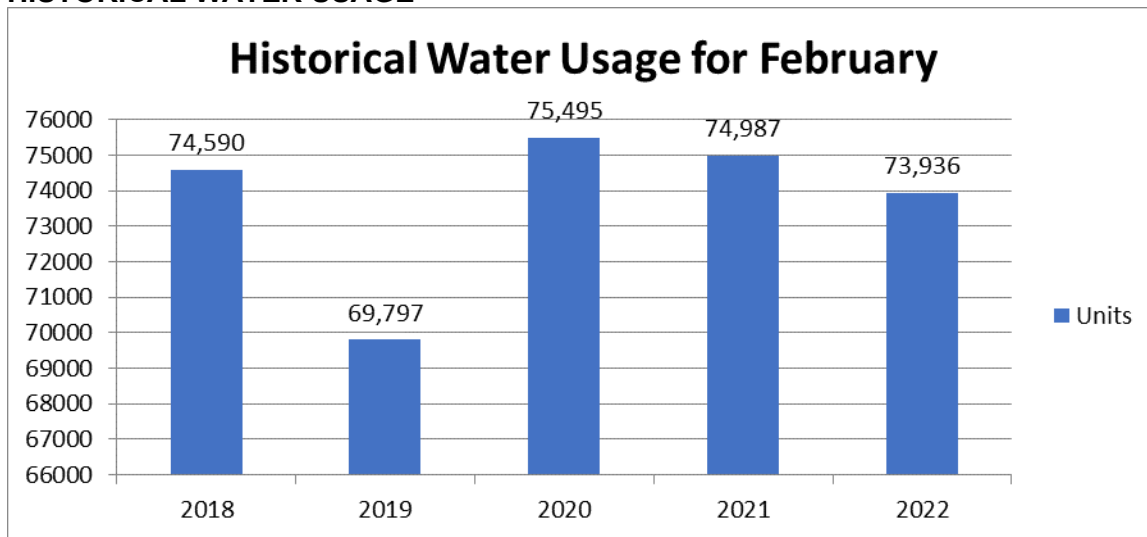
DATE: March 24, 2022

**ADMINISTRATIVE SERVICES**

**FINANCIAL REPORTING:**

Temporary Chief Financial Officer Alleyne LaBossiere joined our team on Monday, March 7. He spent the week acclimating, meeting staff, and working on various financial matters including Budget updates.

**HISTORICAL WATER USAGE**



**ADMINISTRATION:**

Board Members who had their photos taken have been updated on both the MPWD website and inside the Administrative Office Lobby.

Utility Account Arrearages Program

Staff met to prepare the plan to disburse funds received from the California Water and Wastewater Arrearages Payment Program from the California State Water Resources Control Board (SWRCB). The accounts were carefully reviewed, correspondence was drafted, and the funds have been applied to the eligible accounts. Attached are the two letters and the spreadsheet with the delinquent account information.

The initial request submitted to the SWRCB included 25 delinquent accounts, 5 - Commercial and 20 - residential accounts, for a total arrearage amount of \$35,749.66 which included \$1,041.25 for administration costs. Of these 25 accounts, 4 accounts have been paid in full and the remaining 21 accounts have received a one-time credit

leaving a remaining balance due of \$19,347.83. Please note that some of this past due balance was accrued after the submittal of the Grant application for the arrearages program.

Payment plans have been offered to customers with past due balances as required by the Grant program. These account holders have been advised of the pending Low-Income Household Water Assistance Program (LIHWAP) administered by the California Department of Community Services and Development (CSD) for which they may qualify when the program becomes available in April 2022.

Following all applicable applied credits to the delinquent accounts the remaining balance of grant funds in the amount of \$3173.62 will be returned to the State as required. Staff will continue to monitor and work with customers who may be eligible and provide the information to allow them to apply to the LIHWAP program.

#### LIHWAP

California received \$116 million of federal funding to help ensure low-income households have access to safe and clean drinking water and wastewater services. The California Department of Community Services and Development (CSD) will be applying \$87 million directly to qualifying households.

There will be a maximum benefit of \$2,000 per household on a first come, first serve basis. The requested relief can cover customer's past due balances, current charges, fees and any taxes. The goal of this program is to restore services or prevent service disconnection, as well as a way to close the gap from the arrearage payment program.

LIHWAP will be administered by the CSD and their affiliated Local Service Provider (LSP). The application must be initiated by the customer. MPWD will not be requesting relief on behalf of any customer. The role of MPWD is to complete the Agency enrollment process through CSD, complete a direct payment agreement with financial group HORNE, and then apply any credits received directly to the customer account. Staff confirmed that the enrollment process for our customers will begin as early as April 2022. The CSD and their affiliated LSPs will handle all advertisement to the public and administer all of the customer enrollment applications and qualifying documents.

#### Delinquent Accounts

Staff mailed 343 reminder notices to customers on March 3, 2022. Following the January board meeting where staff received approval to reinstate utility late fees among others. This was the first time since March 2020 when the \$10.00 late fee has been applied. On Thursday, March 17, a total of thirty (30), 48-hour shut-off notices were delivered to customers homes with the additional \$35.00 late fee applied to their accounts. Staff will update the Board during the meeting with the total number of customer accounts which were shut off for nonpayment on Monday, March 21, 2022.

A total of 8 closed accounts were sent to the Collection Agency for a total debt write off of \$5,396.73.

**PUBLIC SERVICE ETHICS EDUCATION (AB 1234)**

Everyone is current with their Ethics training. The due dates (in alphabetical order) for certification renewal of Public Service Ethics education, required every two (2) years by AB 1234:

- Cathy M. Jordan November 17, 2022
- Joubin Pakpour November 6, 2022
- Rene Ramirez December 7, 2022
- Tammy Rudock September 1, 2023
- Brian Schmidt March 19, 2023
- Julie Sherman February 9, 2023
- Louis Vella December 4, 2022
- Kirk Wheeler January 2, 2023
- Matt Zucca April 6, 2023

For compliance, training should be completed on or before the due date, and the certificate turned in to the MPWD.

Here is the link to the FPPC free online ethics training:

<http://localethics.fppc.ca.gov/login.aspx>

**SEXUAL HARASSMENT PREVENTION EDUCATION (AB 1825 FOR MANAGERS, SB 1343 FOR EMPLOYEES, AB 1661 FOR ELECTED OFFICIALS)**

Everyone is current with Harassment Prevention training (required every two years). Due dates (in alphabetical order) for certification renewal of Sexual Harassment Prevention Education:

- Cathy M. Jordan November 17, 2022
- Joubin Pakpour June 1, 2023
- Rene Ramirez December 16, 2023
- Tammy Rudock August 17, 2023
- Brian Schmidt December 18, 2023
- Julie Sherman January 28, 2024
- Louis Vella November 2, 2023
- Kirk Wheeler December 15, 2023
- Matt Zucca March 19, 2023

For compliance, training should be completed on or before the due date, and the certificate turned in to the MPWD.

Here is the link to the DFEH free online Sexual Harassment Prevention training:

<https://www.dfeh.ca.gov/shpt/>

When you get to the DFEH’s website, after reviewing the information on the webpage, click CONTINUE at the bottom of the page, select ENGLISH as the language, and select SUPERVISORY (2-hour course). You will be able to print, save, or screen shot your training certificate at the end of the training.

Once you have completed the training and obtained your certificate, please transmit it to Monique Madrid at [moniquem@midpeninsulawater.org](mailto:moniquem@midpeninsulawater.org).



Customer Name  
Customer Address  
Belmont, CA 94002

DATE

**Account number:**  
**Arrearage Amount: \$**

### NOTICE OF FINANCIAL RELIEF FOR PAST DUE ACCOUNT

Please be advised that your account has received a one-time credit in the amount of \$ on 03/15/2022.

#### **BOARD OF DIRECTORS**

**KIRK R. WHEELER**  
President

**LOUIS J. VELLA**  
Vice-President

**MATTHEW P. ZUCCA**  
Director

**GATHERINE M. JORDAN**  
Director

**BRIAN SCHMIDT**  
Director

#### **OFFICERS**

**TAMMY RUDOCK**  
General Manager

**RENE RAMIREZ**  
Operations Manager

**JULIE SHERMAN**  
District Counsel

**JOUBIN PAKPOUR, PE**  
District Engineer

This one-time credit has been granted to you from the California State Water Resources Control Board (SWRCB) Water and Wastewater Arrearages Payment Program using federal funding through the America Rescue Plan Act of 2021. The Mid-Peninsula Water District applied for the SWRCB arrearage payment program on your behalf and is pleased to announce it was approved. This program was created to help customers that were economically impacted during the COVID-19 pandemic and incurred costs during the time period of March 2020-June 2021. Please be advised that this one-time credit is only for the past due amounts incurred during the specified time period. For more information about this program please visit:

[https://waterboards.ca.gov/arrearage\\_payment\\_program/](https://waterboards.ca.gov/arrearage_payment_program/)

Our records indicate that you have a remaining past due balance in the amount of \$. If you are able to bring your account current, please do so immediately. Otherwise, please read, complete and return the enclosed payment plan to the District office within thirty (30) days of this notice to avoid penalties up to and including termination of service for nonpayment.

The following payment options are also available for your convenience:

1. Online using credit/debit card or electronic check at [www.midpeninsulawater.org/billpay](http://www.midpeninsulawater.org/billpay).
2. Send a check in the mail to MPWD at PO BOX 129, Belmont CA 94002.
3. Pay over the phone by credit/debit card or electronic check at 650-591-8941 Monday-Friday between 8:00am– 4:30pm.
4. Pay in-person with check, cash or credit/debit card at 3 Dairy Lane, Belmont Office hours are Monday-Thursday between 8:00am- 2:00pm.

If you need further assistance you may be eligible for other State or Federal assistance programs. One of those programs is the Low Income Household Water Assistance Program (LIHWAP), which will be administered through the California Department of Community Services and Development (CSD), and is scheduled to begin **May 2022**. For more information on LIHWAP and to learn more about the eligibility requirements, visit their website at: [www.csd.ca.gov/waterbill](http://www.csd.ca.gov/waterbill).

Enclosures:

MPWD Payment Plan Request Form

California Water and Wastewater Arrearage Payment Program FAQs



## MID-PENINSULA WATER DISTRICT PAYMENT PLAN

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email: \_\_\_\_\_

Account number: \_\_\_\_\_

Past Due Balance: \_\_\_\_\_

### Payment Plan Options (circle one)

1. Pay the past due balance in full by \_\_\_\_\_ (Specific date)
2. Split the past due amount into 3, 6, 9 or 12 monthly installments on top of your current monthly charge. *\*Indicate how many monthly installments.*

---

(Signature)

(Date)

By signing this payment plan you acknowledge that all payments will be received on time each month. If payment is not received on or before the due date indicated on your statement this agreement will become void and you will be subject to a 48hr shut off notice.

## CUSTOMER FAQs

# CALIFORNIA WATER ARREARAGE PAYMENT PROGRAM

[https://www.waterboards.ca.gov/arrearage\\_payment\\_program](https://www.waterboards.ca.gov/arrearage_payment_program)

[communitywatersystemscovidrelief@waterboards.ca.gov](mailto:communitywatersystemscovidrelief@waterboards.ca.gov)

### CONSUMER FAQs

#### 1. What is the California Water Arrearage Payment Program?

- a. The California Water Arrearage Payment Program is a program that will be administered by the State Water Resources Control Board and utilize funds from the American Rescue Plan Act of 2021 to make direct payments to community water systems to cover customer arrearages, or past due bills, resulting during the COVID-19 pandemic emergency.

#### 2. Do I need to apply for the program?

- a. No. Water system customers cannot apply for the program. The State Water Board will allocate funding directly to eligible water systems that have applied. Water systems will then credit customers' accounts based on program guidelines that are being established by the State Water Board.

#### 3. How do I determine if my water system is applying for this program?

- a. The State Water Board will maintain a list of water systems that have applied for and received funding through this program. Once available, the list will be posted at [https://www.waterboards.ca.gov/arrearage\\_payment\\_program](https://www.waterboards.ca.gov/arrearage_payment_program)

#### 4. I already paid my past-due bill to my water service. Can I receive reimbursement?

- a. No. This program only covers past-due amounts that remain unpaid at the time a water system receives program funding.

#### 5. My account was closed/deactivated, and I still owe the water system. Will this program credit my closed/deactivated account?

- a. Yes, if your water systems participate in the program. Closed accounts with past-due amounts accrued during the eligible funding period are eligible to receive a credit on remaining past-due amounts.

#### 6. Can I receive the money directly to pay my bill?

- a. No. Funding for this program will go directly to water systems. Water systems will credit customers' accounts consistent with program guidelines that are being established by the State Water Board.

## **7. How soon will my water bill be credited?**

- a. Water systems are expected to begin receiving payments from the program in late October 2021. Community water systems have 60 days to credit and notify impacted customers after receiving funding. Water system customers should contact their water system for more information on when their accounts will be credited.

## **8. How many months of my past-due water bills will be paid?**

- a. The amounts credited to a customer's water bill will be determined by the total amount due, not based on monthly bill amount or number of bills missed. The State Water Board is establishing program guidelines, which will include how water systems must determine how much to credit customers' water bills.

## **9. Am I still liable if a portion of my water debt is not covered by this program?**

- a. Yes. Customers will remain liable for any portion of their water debt not covered by this program. However, water systems are required to offer payment plans to customers for remaining water debt not covered by this program. Please contact your water system directly to ask about your options.

## **10. How can I get help with the remaining portion of my water debt that is not covered by this program?**

- a. The [Department of Community Services & Development](#) (CSD) has recently been awarded funding for a new water and wastewater assistance program. The Low-Income Household Water Assistance Program (LIHWAP) will provide emergency assistance to income-eligible California households to reduce arrearages that have accumulated as a result of the COVID-19 pandemic. The CSD is currently developing program guidelines. More information will be available soon on CSD's website at: <https://csd.ca.gov/Pages/LIHWAP.aspx>.

## **11. How can I get help with my rent and other utility bills?**

- a. The [CA COVID-19 Rent Relief](#) program provides financial assistance for unpaid and/or future rent and utility bills to income-eligible California renters and their landlords who have been impacted by COVID-19. Both renters and landlords can apply for assistance. Eligible renters may also receive assistance for unpaid utility bills dating back to April 1, 2020, or for future utility bills, which will both be compensated at 100% of cost, limited to a total of 12 months, and paid directly to the utility provider. Depending on the address of your rental property, you also may be eligible for a local program. Visit the CA COVID-19 Rent Relief website to determine which program serves your neighborhood.



Customer Name  
Customer Address  
Belmont, CA 94002

DATE

**Account Number:**  
**Arrearage Payment Amount: \$**

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We are sending you this letter to notify you that your account has received an one-time credit in the amount of \$ on 03/15/2022.

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Our records indicate that your account is now current and you no longer have any past due balance. We encourage you to keep your account current and in good standing based on this one-time credit. Effective January 1, 2022 the MPWD reinstated the implementation of late fees. Therefore, if your account becomes past due late fees will apply, including termination of service for nonpayment.

Enclosures:  
California Water and Wastewater Arrearage Program FAQs

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District Engineer

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#### 2. Do I need to apply for the program?

- a. No. Water system customers cannot apply for the program. The State Water Board will allocate funding directly to eligible water systems that have applied. Water systems will then credit customers' accounts based on program guidelines that are being established by the State Water Board.

#### 3. How do I determine if my water system is applying for this program?

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- a. The [Department of Community Services & Development](#) (CSD) has recently been awarded funding for a new water and wastewater assistance program. The Low-Income Household Water Assistance Program (LIHWAP) will provide emergency assistance to income-eligible California households to reduce arrearages that have accumulated as a result of the COVID-19 pandemic. The CSD is currently developing program guidelines. More information will be available soon on CSD's website at: <https://csd.ca.gov/Pages/LIHWAP.aspx>.

## **11. How can I get help with my rent and other utility bills?**

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MPWD Arrearage Grant Data

Revenue Class	Arrearage requested	Balance as of 02/02*	Balance as of 03/14	Qualifying balance remaining**	Remaining Balance due 03/21
Residential	\$ 1,244.94	\$ 1,185.63	\$ 877.49	\$ 877.49	\$ -
Residential	\$ 232.92	\$ 68.79	\$ 143.27	\$ 68.79	\$ 74.48
Residential	\$ 821.19	\$ 1,342.55	\$ 48.41	\$ -	\$ 48.41
Commerical	\$ 2,792.00	\$ 1,975.28	\$ 2,134.72	\$ 1,975.28	\$ 159.44
Residential	\$ 175.97	\$ 299.22	\$ 360.63	\$ 175.97	\$ 184.66
Residential	\$ 1,004.13	\$ 166.34	\$ 232.13	\$ -	\$ 232.13
Commerical	\$ 365.80	\$ 616.40	\$ 654.40	\$ 365.80	\$ 288.60
Residential	\$ 252.67	\$ 539.20	\$ 583.06	\$ 252.67	\$ 330.39
Commerical	\$ 1,197.39	\$ 1,510.39	\$ 1,563.99	\$ 1,197.39	\$ 366.60
Residential	\$ 70.45	\$ 619.79	\$ 515.96	\$ 70.45	\$ 445.51
Commerical	\$ 75.80	\$ 436.40	\$ 331.72	\$ 75.80	\$ 255.92
Residential	\$ 779.93	\$ 1,147.01	\$ 1,157.01	\$ 779.93	\$ 377.08
Residential	\$ 802.37	\$ 1,202.66	\$ 1,261.07	\$ 802.37	\$ 458.70
Residential	\$ 98.00	\$ 647.34	\$ 456.82	\$ 98.00	\$ 358.82
Residential	\$ 373.62	\$ 922.96	\$ 1,007.44	\$ 373.62	\$ 633.82
Residential	\$ 1,671.73	\$ 2,227.85	\$ 2,129.71	\$ 1,671.73	\$ 457.98
Residential	\$ 878.87	\$ 1,489.04	\$ 1,523.52	\$ 878.87	\$ 644.65
Residential	\$ 87.00	\$ 651.81	\$ 586.29	\$ 87.00	\$ 499.29
Residential	\$ 1,079.64	\$ 1,795.80	\$ 1,940.66	\$ 1,079.64	\$ 861.02
Residential	\$ 11,656.20	\$ 12,405.22	\$ 12,517.68	\$ 11,656.20	\$ 861.48
Residential	\$ 395.64	\$ 1,600.46	\$ 1,458.52	\$ 395.64	\$ 1,062.88
Residential	\$ 195.66	\$ 1,224.38	\$ 982.79	\$ 195.66	\$ 787.13
Residential	\$ 1,136.06	\$ 2,407.18	\$ 2,540.84	\$ 1,136.06	\$ 1,404.78
Residential	\$ 1,181.39	\$ 2,555.25	\$ 2,720.71	\$ 1,181.39	\$ 1,539.32
Commerical	\$ 6,139.04	\$ 13,496.36	\$ 14,451.88	\$ 6,139.04	\$ 8,312.84
	\$ 34,708.41	\$ 52,533.31	\$ 52,180.72	\$ 31,534.79	\$ 20,645.93
Admin fee	\$1,041.25				
Total requested	\$ 35,749.66				

<b>Funds received for Arrearage Program:</b>	<b>\$ 35,749.66</b>
<b>Administrative Costs</b>	<b>(\$1,041.25)</b>
<b>Amount to be applied to accts:</b>	<b>(\$31,534.79)</b>
<b>Refund to the State:</b>	<b>\$ 3,173.62</b>

\* Balance as of 02/02 represents the date the funds were received from the State  
 \*\* Balance includes payments received between 02/02-03/14



TO: Board of Directors  
FROM: Rene A. Ramirez, Operations Manager  
DATE: March 24, 2022

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## **OPERATIONS REPORT – February**

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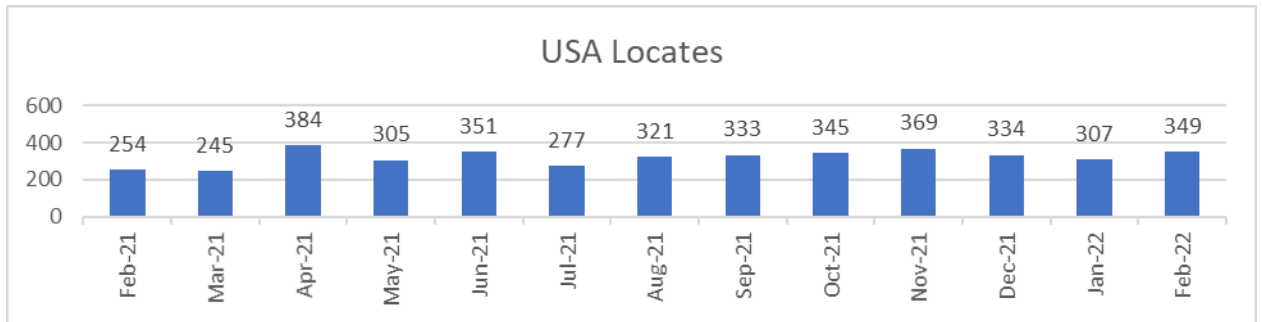
### **Projects:**

- Continue to have presence in weekly construction meeting for the El Camino Real capital project which is nearing completion. A final “job walk” took place including Caltrans and City of Belmont. A few punch list items remain;
- Staff on site during Pure Technologies launch and run of their Pipe Diver robot. The initial data looks good and they are working on their report;
- Constructed a service upgrade for 2405 Palmer Avenue;
- XiO completed the SCADA overview screen and staff is completing integration of remaining sites;
- Improvements for 400 feet of Civic Lane, a 2-inch service line with 6 connections, approved by Board and contractor scheduled to start work during last week of March;
- Pre-construction meeting was held for capital project 09-1621-CP (Vine, Hastings and Belmont Canyon Water System Improvements);
- Held meeting with rate consultant HF&H to re-start rate study with completion of the Urban Water Management Plan;
- Met with Verizon Wireless to discuss District’s wireless services and plan; and
- Virtual meeting with BAWSCA to talk about more about and under an alternative water supply project underway and applicability to District – PREP (Potable Reuse Exploratory Project);

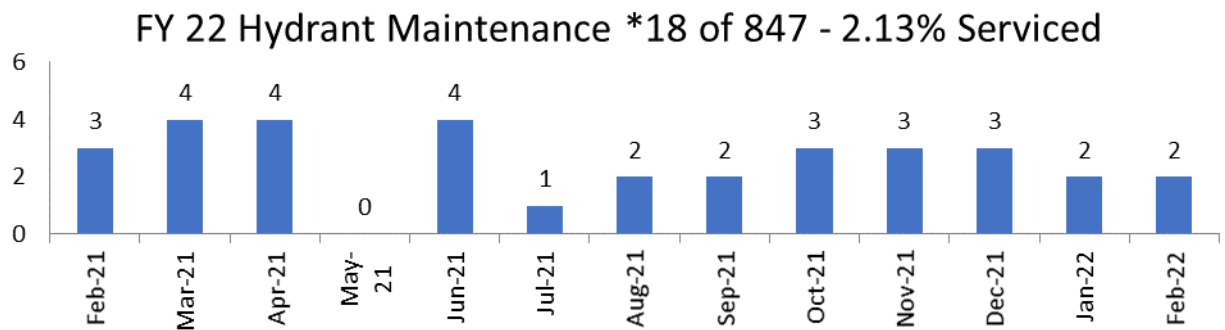
### **Maintenance:**

- Staff made a repair to a ½-inch solder joint on the hydro-pneumatic tank at the Dekoven Tank site;
- General maintenance including lubrication and motor oil change occurred for all system pumps;
- Reports of leaking hydrants at Vine and Oak Tree Lane and also at 22 Willow Lane led to repairs and updating of the fire hydrants at each site;

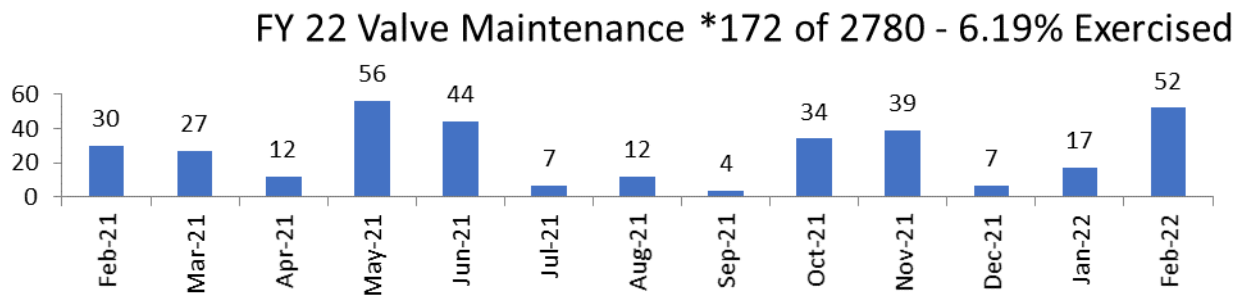
- Continue with upgrades to Air Relief Vacuum Valves on the system by replacing 7 more at: 1336 Academy, 1803 Bayview, 21 Arroyo Circle, 2605 Lincoln, 62 Edgewood, 32 Loma Vista and 104 Clipper;
- Responded to and completed 349 USA (underground service alerts) location requests;



- Through February 2022, 18 hydrants have received a service visit;



- During February 52 valves were exercised bringing the total for FY22 to 172 valves;



Collected the requisite 44 water samples during the month for bacteriological testing from 11 sample station sites. None of the samples tested positive for total coliform; and

- System nitrification – we are out of the traditional nitrification season with the cold weather. Staff continues to monitor water quality for signs of nitrification within our tanks, sample stations.

**System Repairs:**

Date	Location	Event	Material	Installation Date	Estimated Water Loss (Gals.)
	<b>No Reported</b>	<b>Leaks</b>			

\*The last month with no reported leaks was May 2020.

**Development:**

Staff is currently working with developers on 70 development projects:

Mixed Use Commercial/Multi-Family Residential: 14

- o 1300 El Camino Real; a 66-unit multi-family residential project starting on 2<sup>nd</sup> floor with commercial lease space on 1<sup>st</sup> floor covering 0.72 acres; in construction;
- o 1324 Old County Road; a 2- or 3-unit multi-family with ground floor retail space; currently reviewing plans;
- o 1325 Old County Road; a 250-unit multi-family residential project covering 2.09 acres; in construction;
- o 425-501 Old County Road; a 94-unit multi-family residential project (area not provided on our water system improvement plans); developer’s engineer has contacted staff for water system information;
- o 500-530 Harbor – information provided to developer;
- o 580 Masonic – information provided to developer;
- o 608 Harbor: a 103-unit multi-family development; letter of intent provided;
- o 800 Laurel Avenue; a 16-unit town home residential project (area not provided); currently reviewing plans;
- o 800 Belmont Avenue; information provided to developer;
- o 803 Belmont Avenue; a 125-unit multi-family residential project (area not provided); reviewing plans;
- o 815 Old County Road; a 177-unit multi-family residential project (area not provided); currently reviewing plans;
- o 900 El Camino Real; a 37-unit multi-family residential project starting on 2<sup>nd</sup> floor with commercial lease space on 1<sup>st</sup> floor (area not provided); currently reviewing plans;
- o 642 Quarry Road – preliminary, information provided to developer; and
- o 1421 Old County Road – preliminary, information provided to developer.

Commercial: 15

- o Reviewing Plans – 12
- o Approvals Received – 2
- o In Construction - 1

Residential: 41

- Plans In Review – 30 (including 1 ADU (auxiliary dwelling unit))
- Plans Through Staff Approval Process – 8
- Project In Construction - 3

**Administration:**

- Attended the virtual BAWSCA Water Manager's Monthly meeting;
- Attend the BAWSCA Water Use Efficiency (California Conservation Way of Life) workshop;
- Participate in a conference call related to WSO Water Use Efficiency Water Loss Element – another California Conservation Way of Life matter;
- Discuss the new state Department of Water Resources Supply and Demand Assessment reporting requirements with ManageWater;
- Attended a virtual BAWSCA workshop on LEAK (water loss);
- Attended annual SFPUC Wholesale Customer virtual meeting;
- Met virtually with John Davidson to talk about our water conservation campaign;
- Met internally to discuss update to the District's Water Service Ordinance;
- Attended the 2-day "Water for a Sustainable California" conference in Sacramento;
- The 2 Operations Supervisors continue to actively participate in the year-long JPIA Leadership class with trips to meet face to face with their cohorts;
- Participated in an Executive and Leadership staff meetings;
- Interviewed an OTS employee for temporary work assignment with District;
- Staff was drawn into a neighbor dispute and subpoenaed to attend Superior Court during a restraining order hearing;
- Attended the Agenda Review meeting;
- Participated in weekly call with General Manager and District Engineer on District matters; and
- Continue to actively manage power use for pumping operations via SCADA.



Pakpour Consulting Group, Inc.

## MEMO

**Agency:** Mid Peninsula Water Distirct  
**Attn:** Board of Directors  
**Reference:** Capital Project Update  
**From:** Joubin Pakpour, P.E. – District Engineer

**Date** 03/24/22

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Below are updates on various projects currently in design.

### **Harbor Blvd Water Main Improvements (Project No. 20-07)**

During the last month the potholing activities for the project were completed and the alignment adjusted based on the results. We are currently working on the 80% design submittal which will include plans and specifications, along with an updated engineers estimate.

### **Hastings, Vine, Belmont Canyon Water Main Improvements (Project Nos. 15-29, 15-40, 15-88)**

The contractor confirmed materials will available for the project by mid-April, therefore a notice of proceed was issued for April 18<sup>th</sup>. We are currently reviewing submittals for the project as they are being submitted by the contractor.

J:\Projects\MPWD - 10012.00\05 - Retainer\Board Updates\22.03.24-MPWD Board Update.docx

**MID-PENINSULA WATER DISTRICT  
OPERATIONS BUDGET FOR FY 2021-2022  
SUMMARY**

Target YTD %  
66.7%

DESCRIPTION	APPROVED FY 2021-2022 BUDGET \$	ACTUALS 7/1/2021- 2/28/2022	REMAINING BALANCE/ (OVER BUDGET)	Y-T-D % OF BUDGET
<b>OPERATING REVENUE</b>				
WATER COMMODITY CHARGES	9,600,000	6,660,276	2,939,724	69.4%
FIXED SYSTEM CHARGES	3,000,000	2,119,030	880,970	70.6%
PROPERTY TAX REVENUE	300,000	321,778	(21,778)	107.3%
LEASE OF PHYSICAL PROPERTY	150,000	135,747	14,253	90.5%
FIRE SERVICE CHARGES	14,000	11,451	2,549	81.8%
MISC CUSTOMER ACCOUNT FEES	52,206	7,234	44,972	13.9%
INTEREST REVENUE - LAIF	60,000	12,710	47,290	21.2%
SERVICE LINE & INSTALLATION CHARGES	60,000	935	59,065	1.6%
MISCELLANEOUS OPERATING	60,000	2,204	57,796	3.7%
<b>TOTAL OPERATING REVENUE (SOURCES)</b>	<b>13,296,206</b>	<b>9,271,365</b>	<b>4,024,841</b>	<b>69.7%</b>
WATER SYSTEM CAPACITY CHARGES	40,000	20,086	19,914	50.2%
WATER DEMAND OFFSET CHARGES	20,000	1,346	18,654	6.7%
MISCELLANEOUS NON-OPERATING	75,000	763,179	(688,179)	1017.6%
INTEREST REVENUE - COP	5,000	392	4,608	7.8%
LANDSCAPE PERMIT REVENUE	15,000	-	15,000	N/A
<b>TOTAL NON-OPERATING REVENUE (SOURCES)</b>	<b>155,000</b>	<b>785,003</b>	<b>(630,003)</b>	<b>506.5%</b>
<b>TOTAL REVENUE (SOURCES)</b>	<b>13,451,206</b>	<b>10,056,368</b>	<b>3,394,838</b>	<b>74.8%</b>
<b>OPERATING EXPENDITURES (USES)</b>				
SALARIES & WAGES	2,080,000	1,239,557	840,443	59.6%
PAYROLL TAXES & BENEFITS	1,001,008	635,212	365,796	63.5%
PURCHASED WATER	5,674,979	3,660,696	2,014,283	64.5%
OUTREACH & EDUCATION	66,000	25,944	40,056	39.3%
M&R - OPS SYSTEM	394,000	234,183	159,817	59.4%
M&R - FACILITIES & EQUIPMENT	138,000	95,583	42,417	69.3%
SYSTEM SURVEYS	50,000	-	50,000	N/A
ADMINISTRATION & EQUIPMENT	431,600	192,411	239,189	44.6%
MEMBERSHIP & GOV FEES	270,000	176,740	93,260	65.5%
BAD DEBT & CLAIMS	10,000	4,747	5,253	47.5%
UTILITIES	318,500	217,030	101,470	68.1%
PROFESSIONAL SERVICES	791,200	459,932	331,268	58.1%
TRAINING/TRAVEL & RECRUITMENT	37,500	29,046	8,454	77.5%
RESTRICTED EARNINGS	65,000	13,102	51,898	20.2%
DEBT SERVICE	1,064,300	274,347	789,953	25.8%
<b>TOTAL OPERATING EXPENDITURES (USES)</b>	<b>12,392,088</b>	<b>7,258,530</b>	<b>5,133,557</b>	<b>58.6%</b>
<b>NET SOURCES OVER/(UNDER) USES</b>	<b>1,059,119</b>	<b>2,797,838</b>		
<b>TOTAL OPERATING EXPENDITURES</b>	<b>12,392,088</b>	<b>7,258,530</b>	<b>5,133,557</b>	<b>58.6%</b>
<b>DEPRECIATION EXPENSE</b>	<b>1,440,000</b>	<b>960,000</b>	<b>480,000</b>	<b>66.7%</b>
<b>TOTAL EXPENSES</b>	<b>13,832,088</b>	<b>8,218,530</b>	<b>5,613,557</b>	<b>59.4%</b>
<b>NET SURPLUS/LOSS</b>	<b>(380,882)</b>	<b>1,837,838</b>		
<b>TRANSFER FROM WORKING CAPITAL RESERVES</b>	<b>380,882</b>	<b>(1,837,838)</b>		
<b>NET TRANSFERS TO CAPITAL</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>N/A</b>
<b>DEBT SERVICE COVERAGE</b>	<b>1.85</b>			