



Sunnyslope County Water District

BOARD OF DIRECTORS

REGULAR MEETING

District Office Board Room/Teleconference



3570 Airline Hwy., Hollister, CA

NOTICE & AGENDA

OCTOBER 17, 2023

Regularly Scheduled Board Meeting - 5:15PM

IN PERSON PUBLIC ACCESS TO DISTRICT MEETINGS IS AVAILABLE AND REMOTE ACCESS CAN BE OBTAINED THROUGH THE FOLLOWING ACCESS POINTS:

ZOOM MEETING ACCESS LINK

<https://us06web.zoom.us/j/89028286111?pwd=a1diNzBjc3BRYWdjSUtsZGZpU2gyQT09>

Zoom Link Passcode: SSCWD

Or Telephone: Dial + 1 (669) 444-9171 and when prompted enter Meeting ID: 890 2828 6111

Dial in Passcode: 866864

HEALTH AND SAFETY GUIDELINES

Public access to this meeting is provided both in person and through electronic viewing. Virtual meeting access will continue to be provided as a public convenience until further notice by the District Board. Remote viewing interruptions due to internet quality, power outages or other factors may occur and will not stop the meeting while a quorum is present in the Board Room; To ensure the health, safety, and welfare of those in attendance, all attendees must comply with any procedures/instructions announced by the Board of Directors or as directed by Staff prior to commencement of the meeting. Face coverings will be provided if health concerns dictate and will be made available upon request. The meeting will be available through Zoom for those who wish to join remotely. Anyone requiring accommodations may contact the Main Office at: (831) 637-4670 a minimum of 24 hrs prior to the start of the meeting.

Mission Statement:

“Our Mission is to provide safe, reliable, and high-quality water and wastewater services to our customers and all future generations in an environmentally and financially responsible manner.”

A. CALL TO ORDER - ROLL CALL

President Brown _____, Vice-President Mauro _____,

Director Parker _____, Director Alcorn _____, and Director Buzzetta _____.

REGULAR SESSION @ 5:15PM

B. PLEDGE OF ALLEGIANCE

C. REPORT IN OPEN SESSION ACTION TAKEN IN CLOSED SESSION

D. APPROVAL OF AGENDA – Any requests to postpone consideration of an agenda item or move an item forward on the agenda will be considered at this time.

E. PUBLIC COMMENTS and AUDIENCE INTRODUCTIONS – The public may comment¹ on any District business, not on the agenda, with a time limit of three minutes per speaker. To make a public comment in person please fill out a “Speaker Card” and return to the Minutes Clerk prior to speaking. When virtual meeting access is provided, please use the “hand-raise” feature and you will called upon to speak. No action may be taken by the Board during the public comment period.

F. CONSENT AGENDA – Members of the Board and/or members of the public may request that the Board President pull matters from the Consent Agenda. Any matter pulled from the Consent Agenda requiring action shall be moved to New Business and treated as a matter of new business, or for matters needing clarification shall be moved to Staff Reports and addressed by the respective staff. The public may address the Board² on these items, not to exceed 3 minutes, when the Board reviews each pulled item.

1. Approve Minutes of the Regular Board Meeting of September 19th, 2023 (page 1)
2. Receive and Accept Allowance of Claims for Disbursements from September 1, 2023 Through September 30, 2023. (page 7)
3. Associate Engineer Monthly Status Report – (September Report Not Available)

4. Receive and Accept Finance Manager Monthly Status Reports:
 - a) Narrative Report (page 10)
 - b) Operation Summary (page 17)
 - c) Statement of Income (page 20)
 - d) Investment Summary (page 22)
 - e) Board Designated Reserves (page 23)

5. Receive and Accept Superintendent Monthly Status Reports:
 - a) Maintenance (page 24)
 - b) City Meter Reading (page 31)
 - c) Groundwater Level Measurement (page 32)

6. Receive and Accept General Manager Monthly Status Report. (page 33)

G. NEW BUSINESS – The Board will review and discuss agenda items and take action or direct staff to return to the Board for action at a following meeting. The public may address the Board² on these items as the Board reviews each item when directed to do so.

1. Authorize The General Manager To Purchase A Vac-Con Model VZ390LH/800 From Municipal Maintenance Equipment Inc. For A Cost Not To Exceed \$530,000 And To Surplus The 2009 Vac-Con Model V350LHA Purchased In 2020 (Not a project under CEQA per Article 20, Section 15378). (page 34)

2. Authorize General Manager To Extend A Professional Services Contract With San Benito Engineering & Surveying Inc. For Temporary Field Inspection Services not to exceed \$50,000 (Not a project under CEQA per Article 20, Section 15378). (page 40)

3. Authorize The General Manager To Sign A Contract With Razzolink Inc. To Allow The Limited Lease Of A Location At The Ridgmark SBR For An Internet Service Antenna As Specified. (Not a project under CEQA per Article 20, Section 15378). (page 42)

4. Considered Authorizing And Directing The President Of The Board To Sign On Behalf Of The District, The Sewer Treatment And Disposal Agreement Presented, Ratifying A Mutual Agreement Between The City Of Hollister And Sunnyslope County Water District For Sewer Treatment Extended To Only Those Parcels Identified. (page 48)

5. Considered Authorizing And Directing The Board President To Sign A Resolution Authorizing The General Manger To File A Financial Assistance Application With The Department Of Water Resources On Behalf Of Best Road Mutual Water Company (BRMWC). (page 60)

H. STATUS REPORT

1. Governance Committee (JP, JB) – (No Meeting)
2. Water / Wastewater Committee (JP, JB) – (Meeting Held September 27th, Water Production Update and Sewer Contract Update)
3. Finance Committee (EM, MA) – (No Meeting)
4. Policy and Procedure Committee (JP, JB)– (No Meeting)
5. Personnel Committee (DB, EM) – (No Meeting)
6. Water Resources Association of San Benito County (MA, Alt. JP) – (Meeting October 5th)

I. BOARD and STAFF REPORTS

1. Directors
2. District Counsel
3. General Manager – General Manager Update, (Oral Report)

J. FUTURE AGENDA ITEMS:

1. Willow Landing Development Agreement
2. Fairview Corners Development Agreement
3. Gavilan College Development Agreement
4. San Benito County/SSCWD – Cielo Vista Sewer Collection Agreement

K. ADJOURNMENT

Upon request, Sunnyslope County Water District (SSCWD) will make a reasonable effort to provide written agenda materials in appropriate alternative formats, languages or disability-related modification or accommodation, including auxiliary aids or services, to enable all individuals to participate in public meetings. SSCWD will also make a reasonable effort to provide translation services upon request. Please submit a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service as soon as possible in advance of the meeting.

Next Regular Board Meeting – November 21, 2023 @ 5:15 p.m., District Office

AGENDA DEADLINE: November 15, 2023 @ 12:00 p.m.

Future Scheduled Committee Meetings

Governance Committee – October 18th, 2023 @ 5pm

Water Resources Association of San Benito County – December 7th, 2023 @ 4pm

¹ The person speaking is requested to fill out a speaker card stating items on which they wish to comment to be properly recognized during communications from the public and address comments to the Board of Directors. A limit of three (3) minutes per speaker is requested to allow others an opportunity to comment. Board members may ask questions of the speaker, but no action may be taken, and no discussion may be held on non-agenized items raised by the public. The General Manager may refer the matter to the proper personnel for review.

² The person speaking is requested to fill out a speaker card stating their name, address, and items on which they wish to comment to be properly recognized during communications from the public and address comments to the Board of Directors. Please limit your comment to three (3) minutes. Please step up to and speak at the podium.

MINUTES
Regular Meeting of the Board of Directors
of the
SUNNYSLOPE COUNTY WATER DISTRICT
September 19th, 2023

A. CALL TO ORDER: The meeting was called to order at 4:50 p.m. by President Brown, at the Sunnyslope County Water District office, 3570 Airline Highway, Hollister, California.

ROLL CALL: Present in Person: President Dee Brown (DB), Vice President Edward Mauro (EM), Director Jerry Buzzetta (JB), Director James Parker (JP), Director Mike Alcorn (MA).

B. PUBLIC COMMENTS ON CLOSED SESSION MATTERS: The Board welcomed members of the public and opened the meeting to public comments regarding matters identified on the Closed Session agenda. No comments were received.

C. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS:

1. Conference with Legal Counsel- Litigation (§54956.9(b))

County of San Benito vs. SSCWD, (San Benito County Superior Court Case No. CU-20-00068) – General Update

President Brown retired to closed session at 4:51 p.m. and upon returning to the regular session, moved to take a brief recess at 5:12 p.m. The meeting was reconvened to open session at 5:15 p.m.

D. PLEDGE OF ALLEGIANCE: Director Mauro led those in attendance in the Pledge of Allegiance.

E. REPORT IN OPEN SESSION ACTION TAKEN IN CLOSED SESSION:

1. Conference with Legal Counsel- Pending Litigation (§54956.9)

Michael Laredo reported out of closed session that a general update was provided and not action was taken.

F. APPROVAL OF AGENDA: Upon a motion made to approve the agenda by Director Alcorn, seconded by Director Mauro, for which President Brown then took a roll call vote as follows: (MA), yes; (JP), yes; (EM), yes; (JB), yes; (DB), yes; the motion carried 5-0.

G. PUBLIC COMMENTS AND AUDIENCE INTRODUCTIONS: The Board welcomed members of the public and opened the meeting to public comments regarding matters not itemized on the agenda. No comments were received.

Staff Present for Open Session: In Person: General Manager/Secretary Drew Lander, Water/Wastewater Superintendent Jose Rodriguez, Finance and HR Manager Barry Kelly.

H. CONSENT AGENDA:

1. Approval of Minutes of the Regular Board Meeting of August 15th, 2023
2. Allowance of Claims – The Board reviewed the Disbursement Summary (below) for the period of August 1, 2023 through August 31, 2023, totaling \$1,507,000.21 which includes \$594,768.51 for payments to vendors, \$295,007.22 for Payroll, \$429,965.67 paid to the City of Hollister for collection of City sewer billings (net of our fees), and \$2,194.31 for customer refunds.

<u>Date</u>	<u>Number</u>	<u>Name</u>	<u>Amount</u>
08/01/2023	51529	Ace Hardware (Johnson Lumber Co.)	\$600.91
08/01/2023	51530	Brenntag Pacific, Inc.	\$57,797.25
08/01/2023	51531	Corbin Willits Systems, Inc. (MOM's)	\$150.00
08/01/2023	51532	Frisch Engineering Inc.	\$9,452.50
08/01/2023	51533	Hach Company	\$217.59
08/01/2023	51534	Iconix Waterworks (US) Inc.	\$5,161.92
08/01/2023	51535	J M Electric	\$27,902.83
08/01/2023	51536	Mission Uniform Service	\$1,594.19
08/01/2023	51537	Razzolink.com	\$76.95
08/01/2023	51538	San Benito Engineering & Surveying Inc.	\$6,240.00
08/01/2023	51539	Tyler Technologies, Inc.	\$639.14
08/01/2023	51540	Underground Service Alert North 811	\$478.97
08/01/2023	51541	USA Blue Book	\$116.49
08/01/2023	51542	Veolia Water Technologies	\$7,025.43
08/01/2023	51543	Verizon Wireless	\$2,402.10
08/01/2023	51544	CASSIDY BLEICH	\$39.79
08/01/2023	51545	HEATHER DRAEGER	\$31.03
		CYNTHIA TYREE & ROBERT ISAACSON JR. REV.	\$67.40
08/01/2023	51546	TRUST	
08/01/2023	ACH2657	CalPERS - Retirement	\$7,843.73
08/01/2023	ACH2658	CalPERS - Retirement	\$8,569.29
08/01/2023	ACH2659	CalPERS - Retirement	\$23.08
08/02/2023	ACH2675	Sterling Administration Health	\$150.00
08/03/2023	ACH2672	Nationwide Retirements Solutions	\$9,156.61
08/03/2023	ACH2673	P G & E	\$31,798.79
08/07/2023	ACH2674	Principal	\$3,497.78
08/08/2023	ACH2669	iCloud	\$12,036.90
08/08/2023	ACH2676	Sterling Administration Health	\$145.00
08/09/2023	51547	Ace Hardware (Johnson Lumber Co.)	\$228.96
08/09/2023	51548	AT&T	\$961.14
08/09/2023	51549	Brenntag Pacific, Inc.	\$31,409.80
08/09/2023	51550	Brigantino Irrigation	\$1,437.18
08/09/2023	51551	Calgon Carbon Corporation	\$71,697.79
08/09/2023	51553	CM Analytical, Inc.	\$14,178.75
08/09/2023	51554	Meter, Valve & Control	\$88,084.28
08/09/2023	51555	Metropolitan Compounds Inc	\$797.50
08/09/2023	51556	Mid Valley Supply	\$194.03
08/09/2023	51557	Raftelis Financial Consultants, Inc.	\$2,405.00
08/09/2023	51558	Recology San Benito County	\$342.91
08/09/2023	51559	RJR Recycling	\$250.00
08/09/2023	51560	San Benito County Water District	\$143.00
08/09/2023	51561	San Benito County Water District	\$314.25
08/09/2023	51562	San Benito County Water District	\$378.25
08/09/2023	51563	San Benito County Water District	\$158.75
08/09/2023	51564	San Benito County Water District	\$175.00
08/09/2023	51565	San Benito County Water District	\$156.00
08/09/2023	51566	San Benito County Water District	\$183,462.75
08/09/2023	51568	San Benito County Water District	\$276.50
08/09/2023	51569	Toro Petroleum Corp.	\$2,237.38
08/09/2023	51570	TPO	\$450.00
08/09/2023	51571	True Value Hardware	\$83.21
08/09/2023	51572	U.S. Bank Corporate Payment Systems	\$6,383.25
08/09/2023	51574	Underground Service Alert North 811	\$1,366.59
08/09/2023	51575	USA Blue Book	\$321.42
08/09/2023	51576	Wallace Group	\$4,027.50
08/09/2023	51577	JOE TONASCIA	\$102.00
08/09/2023	51578	SONYA AM NIJINSKY	\$236.59

08/09/2023	51579	GABRIEL DEVAULT	\$97.91
08/09/2023	51580	ANDREW W OBERMARK	\$197.31
08/09/2023	51581	JOHN HOWARD HOWARD MANOR	\$160.89
08/09/2023	51582	CENTURY COMMUNITIES OF CA LLC.,	\$222.15
08/10/2023	ACH2660	CalPERS - Retirement	\$700.00
08/10/2023	ACH2677	Sterling Administration Health	\$1,525.00
08/10/2023	JN00492	Net Pay	\$78,804.09
08/10/2023	JN00492	Total Tax	\$21,065.44
08/11/2023	ACH2656	ADP	\$2,221.35
08/11/2023	ACH2661	CalPERS - Retirement	\$23.08
08/11/2023	ACH2662	CalPERS - Retirement	\$7,747.68
08/11/2023	ACH2663	CalPERS - Retirement	\$8,525.42
08/11/2023	ACH2671	Nationwide Retirements Solutions	\$9,156.61
08/14/2023	ACH2668	Colonial Life	\$1,898.96
08/15/2023	51583	ACC Business	\$1,323.29
08/15/2023	51584	Ace Hardware (Johnson Lumber Co.)	\$110.93
08/15/2023	51585	Anderson Homes	\$33,996.09
08/15/2023	51586	Bryan Mailey Electric, Inc	\$6,620.61
08/15/2023	51587	Central Ag Supply LLC	\$216.48
08/15/2023	51588	EBCO Pest Control	\$69.00
08/15/2023	51589	Greenwood Chevrolet	\$1,257.86
08/15/2023	51590	Mission Uniform Service	\$744.11
08/15/2023	51591	Palace Business Solutions	\$211.06
08/15/2023	51592	RJR Recycling	\$500.00
08/15/2023	51593	Simplot Grower Solutions	\$1,450.00
08/15/2023	51594	Star Concrete	\$652.22
08/15/2023	51595	TPO	\$935.50
08/15/2023	51596	Trans Union LLC	\$169.46
08/15/2023	51597	True Value Hardware	\$62.37
08/15/2023	51598	UWUA Local 820	\$784.72
08/15/2023	ACH2678	Sterling Administration Health	\$134.00
08/16/2023	ACH2683	Sterling Administration Health	\$161.38
08/21/2023	51599	A-1 Services	\$403.00
08/21/2023	51600	Ace Hardware (Johnson Lumber Co.)	\$104.67
08/21/2023	51601	Auto Tech Service Center, Inc.	\$250.00
08/21/2023	51602	Brenntag Pacific, Inc.	\$8,535.97
08/21/2023	51603	Calcon System, Inc.	\$6,035.48
08/21/2023	51604	Central Ag Supply LLC	\$616.70
08/21/2023	51605	City of Hollister-Finance Dept	\$429,510.25
08/21/2023	51606	City of Hollister-Finance Dept	\$455.42
08/21/2023	51607	De Lay & Laredo	\$2,750.50
08/21/2023	51608	Exceedio	\$957.87
08/21/2023	51609	Extreme Air, Inc.	\$175.00
08/21/2023	51610	Grainger, Inc.	\$1,288.75
08/21/2023	51611	Hach Company	\$35.78
08/21/2023	51612	Iconix Waterworks (US) Inc.	\$160.81
08/21/2023	51613	InfoSend	\$3,413.72
08/21/2023	51614	John Smith Road Landfill	\$1,183.20
08/21/2023	51615	Luis M. Vasquez-Herrera	\$213.03
08/21/2023	51616	Mc Master-Carr	\$712.73
08/21/2023	51617	RJR Recycling	\$500.00
08/21/2023	51618	San Benito County-Assessor	\$102.70
08/21/2023	51619	Star Concrete	\$543.52
08/21/2023	51620	Toro Petroleum Corp.	\$2,648.91
08/21/2023	51621	Unified Truck Services	\$1,252.15
08/21/2023	51622	USA Blue Book	\$1,016.24
08/21/2023	ACH2682	Sterling Administration Health	\$959.50
08/23/2023	ACH2681	Sterling Administration Health	\$25.63

08/25/2023	51649	DENGZHI ZHANG & DANJIAN WANG	\$197.53
08/25/2023	51650	JOHN & LARA DERUOSI	\$140.80
08/25/2023	51651	BRIAN & PAULANN BANTILAN	\$17.59
08/25/2023	51652	KERRY TOBIAS	\$167.62
08/25/2023	ACH2664	CalPERS - Retirement	\$7,652.21
08/25/2023	ACH2665	CalPERS - Retirement	\$8,477.47
08/25/2023	ACH2666	CalPERS - Retirement	\$23.08
08/25/2023	ACH2667	CalPERS - Health Insurance	\$25,258.16
08/25/2023	ACH2670	Nationwide Retirements Solutions	\$9,156.61
08/25/2023	JN00493	Net Pay	\$68,708.74
08/25/2023	JN00493	Total Tax	\$18,156.95
08/29/2023	51623	Ace Hardware (Johnson Lumber Co.)	\$485.28
08/29/2023	51624	AT&T	\$1,492.86
08/29/2023	51625	Auto Tech Service Center, Inc.	\$370.00
08/29/2023	51626	Bracco's Towing	\$1,335.00
08/29/2023	51627	Brenntag Pacific, Inc.	\$53,970.06
08/29/2023	51628	Brigantino Irrigation	\$387.58
08/29/2023	51629	Corbin Willits Systems, Inc. (MOM's)	\$150.00
08/29/2023	51630	Exceedio	\$3,205.12
08/29/2023	51631	Extreme Air, Inc.	\$155.00
08/29/2023	51632	Grainger, Inc.	\$153.94
08/29/2023	51633	Hach Company	\$504.45
08/29/2023	51634	Hollister Auto Parts, Inc.	\$98.68
08/29/2023	51635	Iconix Waterworks (US) Inc.	\$908.97
08/29/2023	51636	Mc Master-Carr	\$41.72
08/29/2023	51637	Mission Uniform Service	\$382.36
08/29/2023	51638	Municipal Maintenance Equipment	\$913.06
08/29/2023	51639	Raftelis Financial Consultants, Inc.	\$18,558.75
08/29/2023	51640	Rain for Rent	\$5,538.21
08/29/2023	51641	Razzolink.com	\$76.95
08/29/2023	51642	Transene Company Inc (Shape Products)	\$147.75
08/29/2023	51643	True Value Hardware	\$10.46
08/29/2023	51644	Unified Truck Services	\$491.92
08/29/2023	51645	USA Blue Book	\$443.18
08/29/2023	51646	Verizon Wireless	\$548.66
08/29/2023	51647	Wallace Group	\$26,100.38
08/29/2023	51648	Wright Bros. Indust. Supply	\$25.96
08/29/2023	ACH2680	Sterling Administration Health	\$809.50
08/30/2023	ACH2679	Sterling Administration Health	\$150.00
08/31/2023	51578	SONYA AM NIJINSKY	\$134.34
08/31/2023	51687	JESSICA & MARCO RANGEL	\$50.41
08/31/2023	51688	JOHN & DANA CAVANAUGH	\$215.90
08/31/2023	51689	CLORINDA ZANELLA	\$115.05
			-\$1,507,000.21

3. Receive Associate Engineer Monthly Status Report. (September Report Not Available)
4. Receive Finance Manager Monthly Status Reports: a. Narrative Report, b. Operation Summary, c. Statement of Income, d. Investment Summary, and e. Board Designated Reserves.
5. Receive Superintendent Monthly Status Reports: a. Maintenance, b. City Meter Reading, and c. Groundwater Level Measurement.
6. Receive General Manager Monthly Status Report.

President Brown asked for public comment and upon receiving none, President Brown requested a motion to approve the consent agenda. Upon a motion made by Director Alcorn to approve the Consent Agenda, seconded by Director Parker, for which President Brown then took a roll call vote as follows: (EM), yes; (JB), yes; (MA), yes; (JP) yes; and (DB) yes; the motion carried 5-0.

I. NEW BUSINESS:

1. Authorize The General Manager To Execute A Contract With Greenline To Hydroflush The Industrial Wastewater Transmission Pipeline For A Cost Not To Exceed \$22,000 (Not A Project Under CEQA Per Article 20, Section 15378)

GM Lander presented this item informing the board that this is the same work performed last year as required by contract. GreenLine Inc. was found to be the lowest responsible bidder.

President Brown then asked for any public comment. Upon receiving no public comment, President Brown requested a motion to approve the item. Director Alcorn made a motion to authorize the General Manager to execute a contract with Greenline to hydroflush the industrial wastewater transmission pipeline for a cost not to exceed \$22,000. This motion was seconded by Director Parker for which President Brown then took a roll call vote as follows: (MA), yes; (JP), yes; (EM) yes; (JB) yes; and (DB) yes; the motion carried 5-0.

2. Approve The Capital Expenditure And Authorize The General Manager To Purchase A Quantity Of 300 – 1” Water Meters And 500 – 5/8” Water Meters With Itron Erts Transmitters In The Quantity Of 600 Units, For A Total Cost Not To Exceed \$250,000. (Not A Project Under CEQA Per Article 20, Section 15378).

GM Lander corrected the staff report to indicate a quantity of 500 – 5/8” water meters and not 600, and then presented to the Board that longer than usual lead times once again necessitate an early request to purchase meters. Current stock will be depleted by June of 2024 and more than 6 months of lead time is being cautioned by distributors.

President Brown then asked for any public comment. Upon receiving no public comment, President Brown requested a motion to approve the item. Director Buzzetta made a motion to approve the capital expenditure and authorize the General Manager to purchase a quantity of 300 – 1” water meters and 500 – 5/8” water meters with Itron ERTs transmitters in the quantity of 600 units, for a total cost not to exceed \$250,000. This motion was seconded by Director Mauro for which President Brown then took a roll call vote as follows: (MA), yes; (JP), yes; (EM) yes; (JB) yes; and (DB) yes; the motion carried 5-0.

3. Consider Identifying And Approving Board Members To Attend The Association Of California Water Agencies Conference (ACWA) November 28 – November 30, 2023, In Person Or Virtual Meeting, Not To Exceed \$2500 Per Attendee (Not A Project Under CEQA Per Article 20, Section 15378).

This item was brought to the board for discussion and Directors Alcorn, Mauro Buzzetta and Brown all indicated that they would like to attend.

President Brown then asked for any public comment. Upon receiving no public comment, President Brown requested a motion to approve all Board members to attend if they desire. Director Parker made a motion to allow those identified board members to attend if they desired to, for a total cost not to exceed \$2,500 per board member. This motion was seconded by Director Mauro for which President Brown then took a roll call vote as follows: (MA), yes; (JP), yes; (EM) yes; (JB) yes; and (DB) yes; the motion carried 5-0.

J. BOARD COMMITTEE and STATUS REPORTS

1. **Governance Committee:** (No meeting)
2. **Water/Wastewater Committee:** (No meeting)
3. **Finance Committee:** (No meeting)
4. **Policy and Procedure Committee:** (No meeting)
5. **Personnel Committee:** (Meeting Held September 15th)
6. **Water Resources Association of San Benito County (WRA):** (No meeting)

K. BOARD and STAFF REPORTS

1. **Directors:** No Report.
2. **District Counsel:** No Report.
3. **General Manager:** GM Lander reported on current progress with the City sewer contract indicating it is moving forward slowly on the operation of the IWTP and that is going well at this time, and the status of the Solar installation is moving forward but we are waiting on a permit for the County of San Benito to continue.

L. FUTURE AGENDA ITEMS: City/SSCWD Sewer Treatment Agreement, Willow Landing Development Agreement, Fairview Corners Development Agreement, Gavilan College Development Agreement, San Benito County/SSCWD – Cielo Vista Sewer Collection Agreement.

M. ADJOURNMENT: President Brown adjourned the meeting at 6:51 p.m.

APPROVED BY THE BOARD:

Dorothy J. L. Brown, President

RESPECTFULLY SUBMITTED:

Drew A. Lander, Secretary



Disbursement Summary

September 1, 2023 through September 30, 2023

Date	Num	Name	Amount
09/05/2023	ACH2684	Sterling Administration Health	\$58.26
09/05/2023	ACH2685	Sterling Administration Health	\$200.00
09/05/2023	ACH2686	Principal	\$3,405.97
09/06/2023	51653	A-1 Services	\$403.00
09/06/2023	51654	ACC Business	\$1,323.29
09/06/2023	51655	Ace Hardware (Johnson Lumber Co.)	\$81.40
09/06/2023	51656	Adan Cervantes	\$70.75
09/06/2023	51657	Atlas Copco Compressors LLC	\$1,532.41
09/06/2023	51658	B.S.K. Associates	\$1,410.00
09/06/2023	51659	Badger Meter, Inc.	\$455.98
09/06/2023	51660	Bracco's Towing	\$731.25
09/06/2023	51661	Brenntag Pacific, Inc.	\$30,736.01
09/06/2023	51662	Brigantino Irrigation	\$239.25
09/06/2023	51663	Calgon Carbon Corporation	\$71,697.79
09/06/2023	51664	Central Ag Supply LLC	\$2,595.99
09/06/2023	51665	CM Analytical, Inc.	\$13,037.50
09/06/2023	51666	CWSRF Accounting Office	\$759,974.56
09/06/2023	51667	DKF Solutions Group, LLC	\$4,860.00
09/06/2023	51668	Frisch Engineering Inc.	\$645.00
09/06/2023	51669	Iconix Waterworks (US) Inc.	\$1,262.70
09/06/2023	51670	Mc Kinnon Lumber Co., Inc.	\$76.42
09/06/2023	51671	Mission Uniform Service	\$842.68
09/06/2023	51672	Recology San Benito County	\$342.91
09/06/2023	51673	RJR Recycling	\$1,000.00
09/06/2023	51674	San Benito County Water District	\$470.75
09/06/2023	51675	San Benito County Water District	\$323,674.13
09/06/2023	51677	Simplot Grower Solutions	\$1,409.40
09/06/2023	51678	Star Concrete	\$626.55
09/06/2023	51679	State Water Resources Control Board-DWO	\$90.00
09/06/2023	51680	Trans Union LLC	\$219.10
09/06/2023	51681	USA Blue Book	\$35.27
09/06/2023	51682	Veolia Water Technologies	\$7,243.72
09/06/2023	51683	Wright Bros. Indust. Supply	\$28.09
09/06/2023	51684	Wright Bros. Welding & Sheet Metal, Inc.	\$32.77
09/06/2023	51685	MARC V THEBERGE	\$195.59
09/07/2023	ACH2687	P G & E	\$31,609.43
09/07/2023	JN00506	Net Pay	\$67,419.36
09/07/2023	JN00506	Total Tax	\$17,587.09
09/08/2023	ACH2688	CalPERS - Retirement	\$23.08
09/08/2023	ACH2689	CalPERS - Retirement	\$7,961.60
09/08/2023	ACH2690	CalPERS - Retirement	\$8,587.41
09/08/2023	ACH2691	Nationwide Retirements Solutions	\$9,156.61
09/08/2023	ACH2692	iCloud	\$11,459.10
09/11/2023	ACH2693	Sterling Administration Health	\$35.00
09/13/2023	ACH2694	Sterling Administration Health	\$887.90
09/13/2023	ACH2695	Colonial Life	\$1,898.96

Disbursement Summary

09/14/2023	ACH2696	Sterling Administration Health	\$134.00
09/15/2023	ACH2697	ADP	\$2,221.35
09/18/2023	ACH2698	Sterling Administration Health	\$50.00
09/18/2023	ACH2699	Sterling Administration Health	\$150.00
09/20/2023	ACH2700	Sterling Administration Health	\$150.00
09/21/2023	51711	CHERI LOPES	\$6.00
09/21/2023	51712	SOFIA HERNANDEZ & LOURDES A ALDAN	\$193.74
09/21/2023	51713	MANZO CONSTRUCTION,	\$32.54
09/21/2023	JN00507	Net Pay	\$72,479.79
09/21/2023	JN00507	Total Tax	\$18,663.28
09/22/2023	51690	Ace Hardware (Johnson Lumber Co.)	\$217.25
09/22/2023	51691	Anne Muraski	\$6,000.00
09/22/2023	51692	Atlas Copco Compressors LLC	\$1,055.82
09/22/2023	51693	Bianchi Kasavan & Pope, LLP	\$35.00
09/22/2023	51694	Brenntag Pacific, Inc.	\$16,162.87
09/22/2023	51695	Brigantino Irrigation	\$50.17
09/22/2023	51696	Calcon System, Inc.	\$2,035.81
09/22/2023	51697	City of Hollister-Finance Dept	\$423,633.84
09/22/2023	51698	De Lay & Laredo	\$3,916.50
09/22/2023	51699	Eva Green Power	\$465,142.69
09/22/2023	51700	Extreme Air, Inc.	\$465.00
09/22/2023	51701	First Trust Alarm Company	\$753.00
09/22/2023	51702	Foster & Foster, Inc.	\$3,600.00
09/22/2023	51703	Mid Valley Supply	\$615.43
09/22/2023	51704	Petty Cash	\$90.00
09/22/2023	51705	Rain for Rent	\$5,921.89
09/22/2023	51706	Toro Petroleum Corp.	\$3,138.25
09/22/2023	51707	True Value Hardware	\$173.22
09/22/2023	51708	U.S. Bank Corporate Payment Systems	\$5,622.55
09/22/2023	51710	UWUA Local 820	\$784.72
09/25/2023	51714	Ace Hardware (Johnson Lumber Co.)	\$442.67
09/25/2023	51715	Atlas Copco Compressors LLC	\$1,055.82
09/25/2023	51715	Atlas Copco Compressors LLC Reversal	-\$1,055.82
09/25/2023	51716	Brenntag Pacific, Inc.	\$65,110.34
09/25/2023	51717	Brigantino Irrigation	\$223.44
09/25/2023	51718	Calcon System, Inc.	\$3,954.82
09/25/2023	51719	Calgon Carbon Corporation	\$71,697.79
09/25/2023	51720	Greenwood Chevrolet	\$1,055.23
09/25/2023	51721	Hach Company	\$756.67
09/25/2023	51722	Hollister Auto Parts, Inc.	\$91.55
09/25/2023	51723	Iconix Waterworks (US) Inc.	\$1,122.09
09/25/2023	51724	J M Electric	\$1,306.50
09/25/2023	51725	Mc Crometer, Inc.	\$371.30
09/25/2023	51726	Mc Master-Carr	\$119.15
09/25/2023	51727	Metropolitan Compounds Inc	\$3,957.77
09/25/2023	51728	O'Reilly Auto Parts	\$235.72
09/25/2023	51729	San Benito Tire Pros & Automotive	\$25.00
09/25/2023	51730	Veolia Water Technologies	\$7,025.43
09/25/2023	51731	SHAWNA MCKENZIE	\$6.15

Disbursement Summary

09/25/2023	51732	MARTIN & LALENA CARTER	\$124.93
09/25/2023	51733	MARY & RANDY UBER	\$24.17
09/25/2023	51734	GLORIA CONNALLY & ROBIN ALLEN	\$33.26
09/25/2023	51735	JAMI L & MICHAEL D CARLOTTA	\$164.61
09/25/2023	51736	SELAM TEKLE & ALEM BERHANE	\$34.19
09/28/2023	ACH2701	CalPERS - Retirement	\$23.08
09/28/2023	ACH2702	CalPERS - Retirement	\$7,777.37
09/28/2023	ACH2703	CalPERS - Retirement	\$8,563.32
09/28/2023	ACH2704	Nationwide Retirements Solutions	\$9,156.61
09/28/2023	ACH2705	CalPERS - Health Insurance	\$25,255.86
			\$2,629,787.76

S U M M A R Y: Accounts

Payable Paid to:

Vendors	\$861,594.75
Payroll - Employee	\$259,624.55
San Benito County	\$324,144.88
City of Hollister for City Billing Collected, Net of Fees	\$423,633.84
Customer Refunds & Returned Checks/ACH	\$815.18
Debt & Finance	\$759,974.56

Total Disbursements

\$2,629,787.76

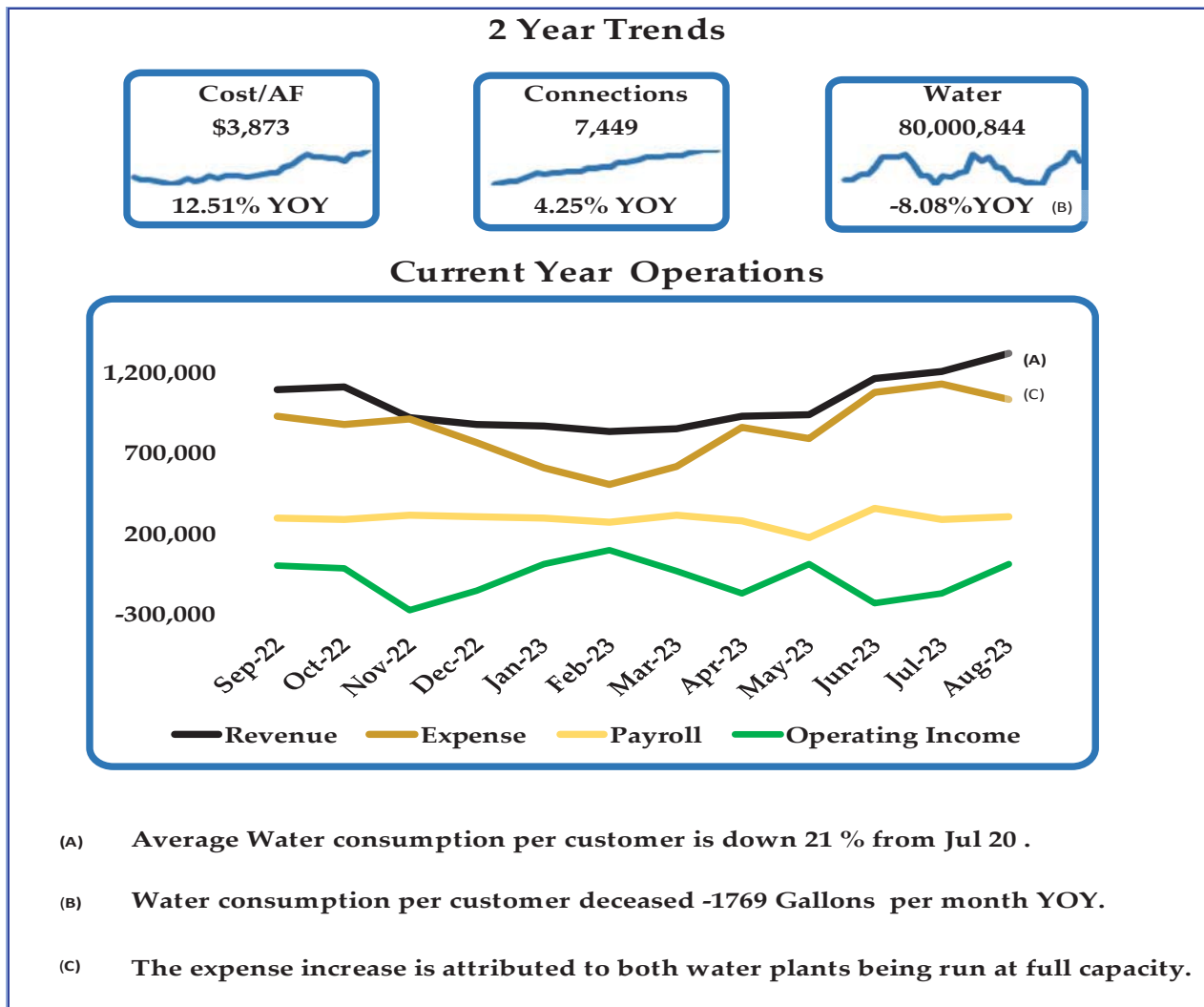
Staff Report

Agenda Item: **F – 4a**

DATE: Oct 11, 2023 (Oct 17, 2023 Meeting)
TO: Board of Directors
FROM: Finance & Human Resource Manager, Barry Kelly
SUBJECT: Statements of: a. Operations, b. Income, c. Investment, and d. Board Designated Reserves.

OPERATION SUMMARY

(Sep 2023)

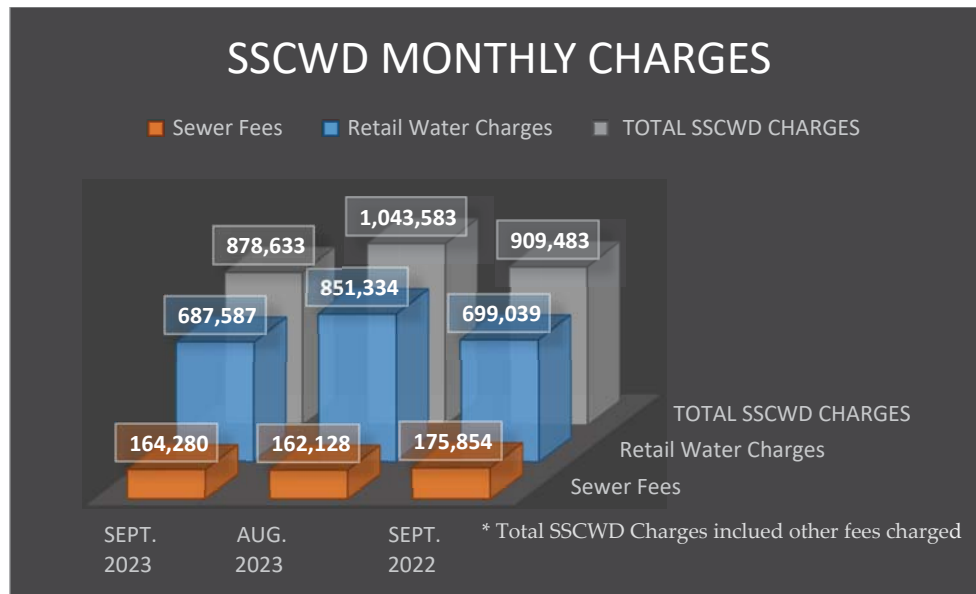


Connections increased by 7 accounts in August . We now serve 7,449 customers and 5,864 accounts utilize online services and electronic payments.

YTD Revenue for FY 24 increased 14% YOY.

Overdue Water & Sewer receivables total \$289k which is a 30k increase over the prior month. O&M receivables total 893k. The amount due from San Benito County water District equals approximately 3 months of activity. The amount due from San Benito Foods is the entire current FY billing plus 74k from the prior year.

Water consumption YTD per customer is up 4% from one year ago. Billed Metered water YTD through is 261.5 MM gallons vs 251.8 MM in the prior year.



STATEMENT OF INCOME VS BBUDGET

(Aug 23)

YTD, we show an overall Net Operating loss of \$(101k) vs a loss of \$(47k) in the prior year. The projected FY 23 net income from operations is a loss of 3.2 million vs a budgeted loss of 2.3 MM. and an actual loss of \$799k in the previous fiscal year. The increased deficit is attributed to the cost of operating the plants at full capacity. The surface water blend averaged 34% in the prior year and was 86% in August. The impact of this was to add 167k to the actual loss for the month.

INVESTMENT SUMMARY

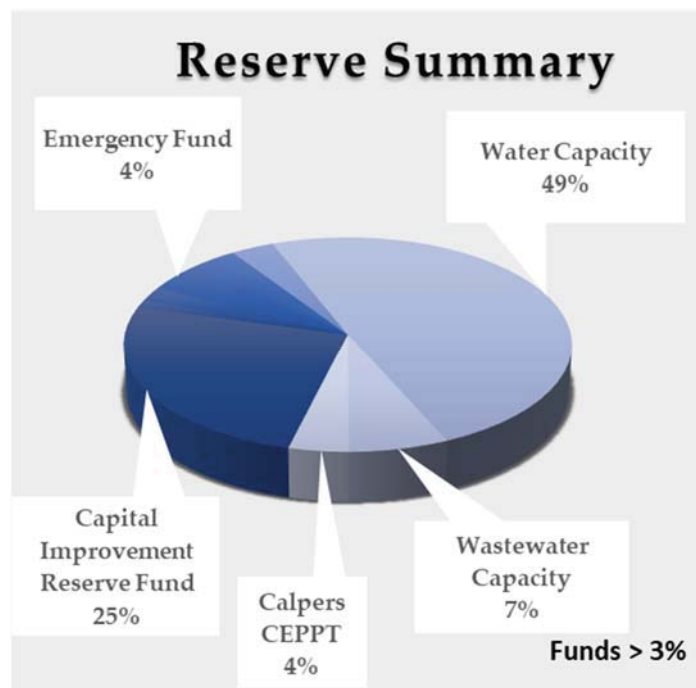
(Aug 2023)

Cash and invested funds total \$23.8 million. Over 21 million is earning between 3.5% and 4.5%. The FY24 income from investments is projected to be 550k.

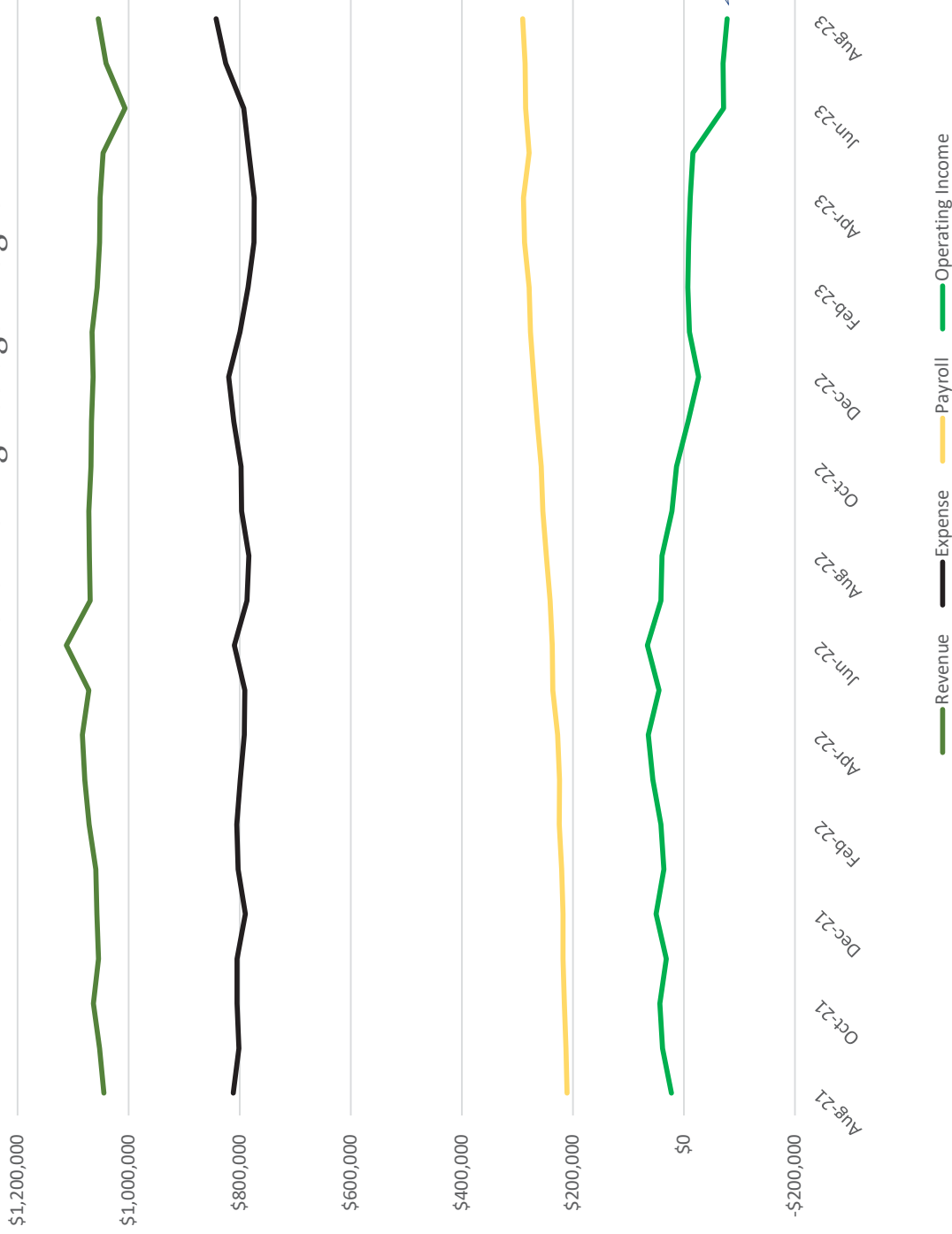
RESERVES

(Aug 2023)

Reserves total \$22.7 million which equals 44% of capitalized assets. See the Board Designated Reserve report for a summary of the transactions and the status of actual expenditures per Board authorized expenditures.

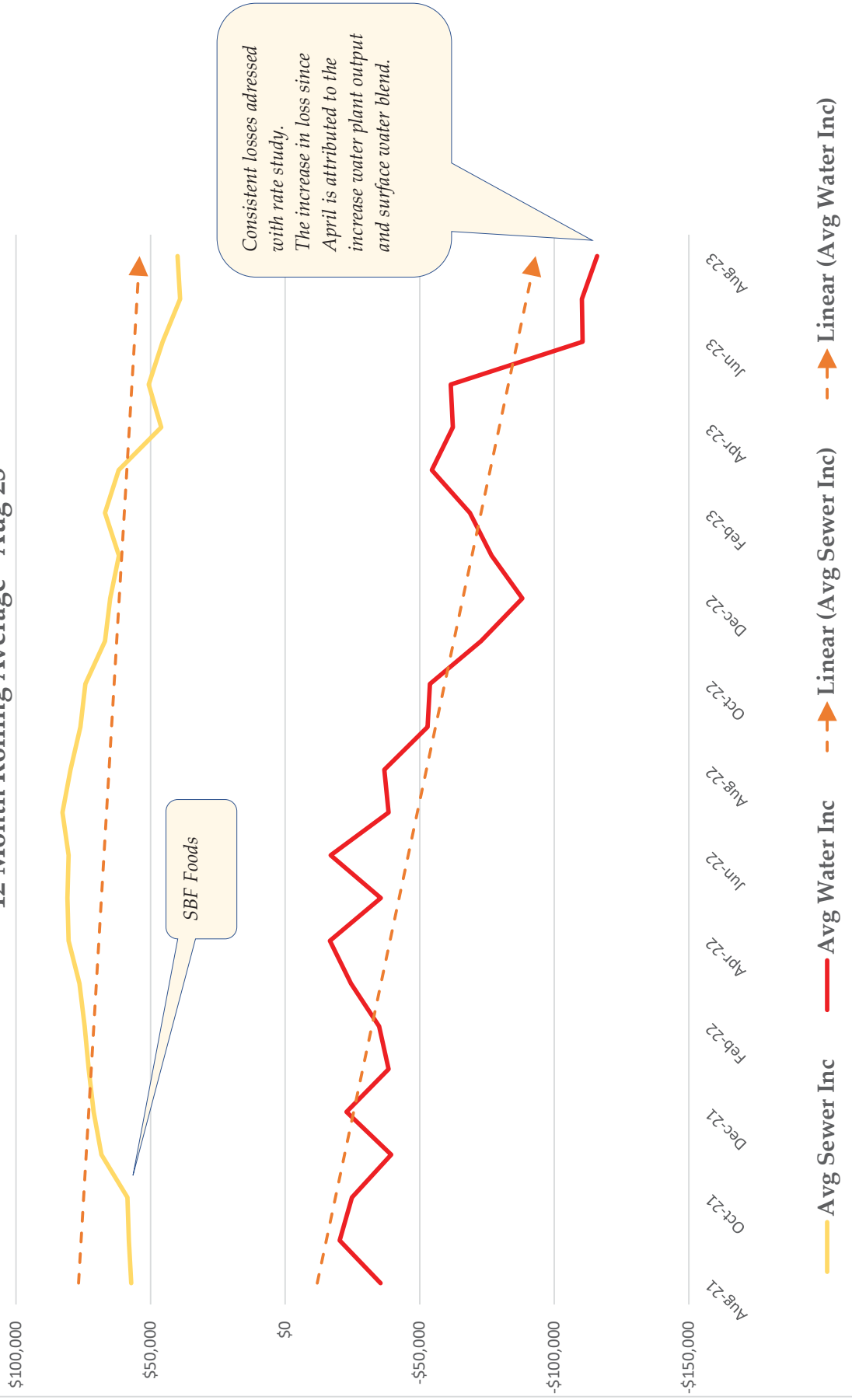


Statement of Operating Income 12 Month Rolling Average - Aug 23

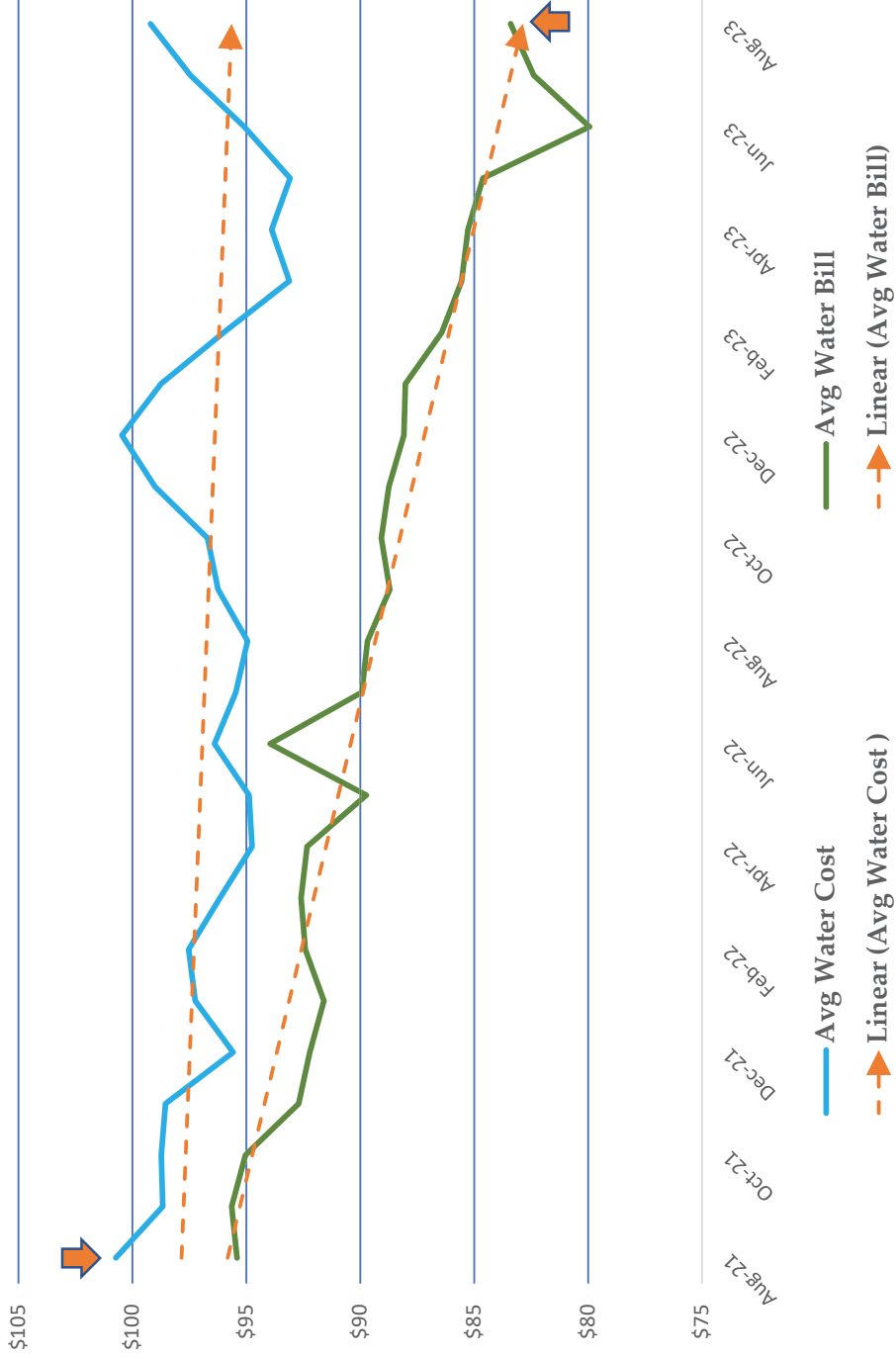


The decrease in operating income is attributed to the high cost of operating the plants at full capacity vs. pumping well water. The increase in Surface water blend added \$62k in expense in Aug.

Operating Income by Segment 12 Month Rolling Average - Aug 23

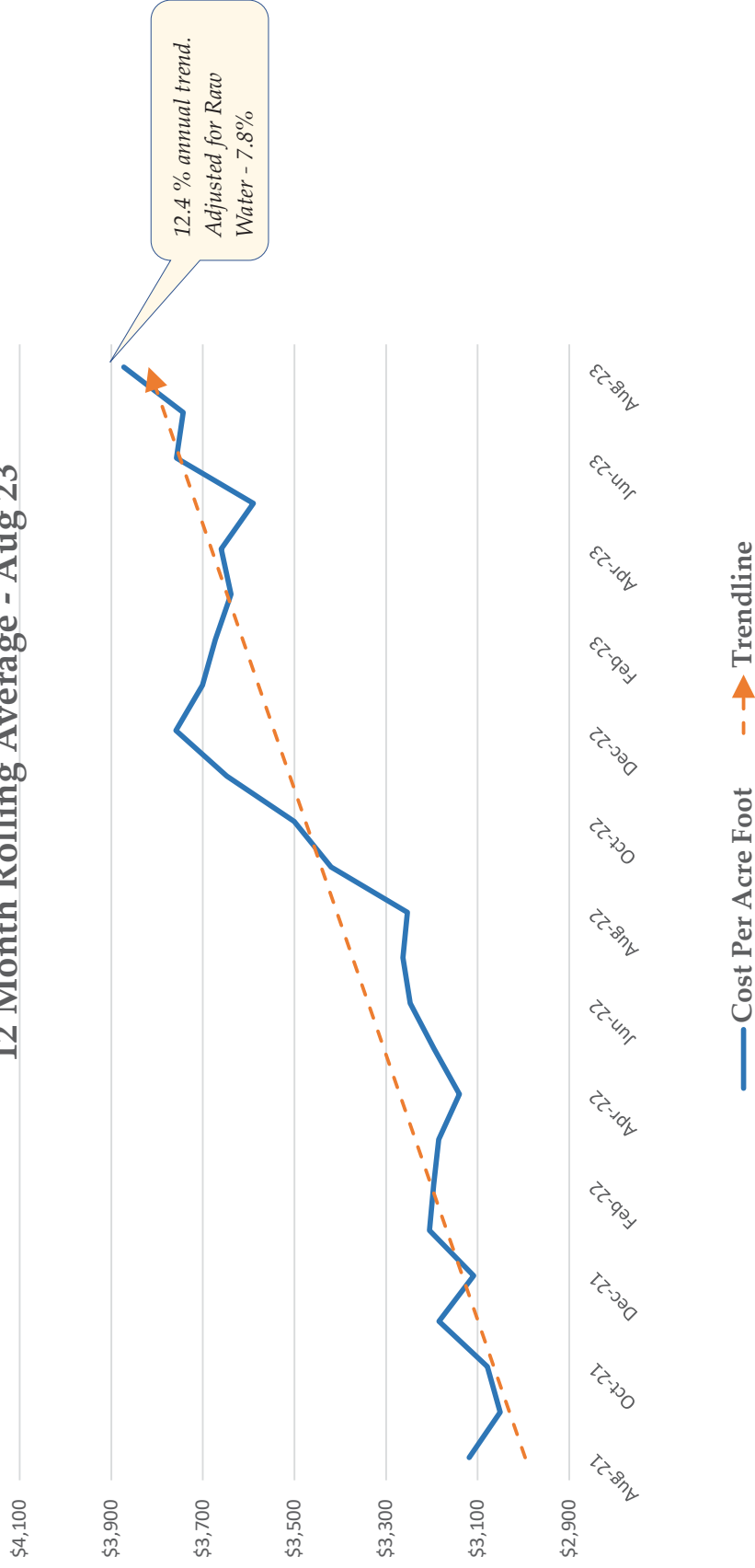


Per Customer Water Charges 12 Month Rolling Average - Aug 23



The difference between water costs and the average bill has grown from \$5 to \$14 since Aug 21 despite a \$2 decrease in the average cost.

Cost Per Acre Foot 12 Month Rolling Average - Aug 23



Sunnyslope County Water District
2023 / 2024
OPERATION SUMMARY (This Year)

ITEMS	FEB. 2023	MAR. 2023	APR. 2023	MAY 2023	JUNE 2023	JULY 2023	AUG. 2023	SEPT. 2023	YTD TOTAL
NO. WATER CAPACITY FEE RECD			18	8	26	7	8	-	15
NO. WW CAPACITY FEE RECD						5	4	-	9
NO. WATER ACCOUNTS	7,305	7,316	7,321	7,390	7,426	7,443	7,442	7,449	7,449
NO. SSCWD SEWER ACCTS	1,270	1,272	1,272	1,294	1,298	1,302	1,308	1,309	1,309
NO. COH SEWER ACCTS	4,790	4,790	4,807	4,834	4,857	4,877	4,884	4,906	4,906
Total WaterSmart / Invoice Cloud	5,402	5,533	5,350	5,604	5,541	5,653	5,470	5,864	5,864
NO. E-BILL Invoice Cloud (Paperless)	1,959	2,008	2,023	2,043	2,091	2,090	2,119	2,153	2,153
MONTHLY CHARGES									
Retail Water Charges	\$ 426,471.03	\$ 436,572.59	\$ 413,759.79	\$ 572,532.31	\$ 632,132.59	\$ 678,622.03	\$ 851,334.48	\$ 687,587.25	\$ 2,217,543.76
Sewer Fees	177,336.75	176,855.25	157,786.82	159,293.02	161,112.98	162,527.70	162,127.99	164,279.77	488,935.46
Installation Fees	1,090.00	7,990.00	6,480.00	3,240.00	10,530.00	2,960.00	4,860.00	10,357.88	7,820.00
Late Fees	6,649.18	5,754.48	5,700.23	4,823.88	5,456.95	7,400.55	8,213.75	10,357.88	25,972.18
Admin. Collection Fees, net	14,397.00	14,457.00	14,439.00	14,556.00	14,610.00	14,679.00	14,721.00	14,808.00	44,208.00
COH Billing Fees	890.00	532.70	(249.77)	(1,076.08)	2,431.02	2,785.48	2,525.39	1,600.00	6,710.87
Other Misc. Fees	626,833.96	641,462.02	597,916.07	753,369.13	826,273.54	868,974.76	1,043,582.61	878,632.90	2,791,190.27
TOTAL SSCWD CHARGES	\$ 428,282.81	\$ 428,179.64	\$ 428,121.53	\$ 429,396.48	\$ 437,436.56	\$ 439,232.35	\$ 440,073.98	\$ 439,785.45	\$ 1,319,091.78
CITY OF HOLLISTER CHARGES	10,983.87	11,000.11	11,032.66	11,077.20	11,115.66	11,143.60	11,149.86	11,150.40	33,443.86
COH Sewer Fees	(1,346.70)	(1,326.60)	(1,366.80)	(1,394.68)	(1,394.68)	(1,427.10)	(1,407.00)	(1,414.80)	(4,248.90)
COH Street Sweeping	437,919.98	437,853.15	437,787.39	439,086.78	447,157.54	448,948.85	449,816.84	449,521.05	1,348,286.74
COH Senior Discount	4,887.44	4,623.05	4,461.96	4,309.98	4,546.69	5,371.85	5,635.57	5,292.91	16,300.33
Total COH Charges	\$ 442,807.42	\$ 442,476.20	\$ 442,249.35	\$ 443,396.76	\$ 451,704.23	\$ 454,320.70	\$ 455,452.41	\$ 454,813.96	\$ 1,364,587.07
Late Fees									
TOTAL COH CHARGES	\$ 442,807.42	\$ 442,476.20	\$ 442,249.35	\$ 443,396.76	\$ 451,704.23	\$ 454,320.70	\$ 455,452.41	\$ 454,813.96	\$ 1,364,587.07
ACCOUNTS RECEIVABLE - Aged									
A/R for Sunnyslope Water **	\$ 766,980.93	\$ 820,686.60	\$ 741,591.28	\$ 866,661.71	\$ 935,366.23	\$ 994,039.75	\$ 1,182,589.86	\$ 1,028,536.87	\$ 5,128,536.87
A/R for City of Hollister **	584,320.88	516,845.22	561,327.63	551,196.72	556,018.85	563,971.82	584,258.78	576,598.85	33,443.86
Unapplied Payments	61,180.08	(61,565.99)	(59,330.83)	(62,999.99)	(53,269.76)	(48,720.53)	(48,256.13)	(43,957.84)	(43,957.84)
Outstanding Bills Owed	\$ 1,260,121.73	\$ 1,275,965.83	\$ 1,282,988.07	\$ 1,353,858.44	\$ 1,438,115.32	\$ 1,509,291.04	\$ 1,718,592.51	\$ 1,561,177.88	\$ 5,128,536.87
Past Due	\$ 179,217.49	\$ 252,565.58	\$ 261,448.31	\$ 198,606.12	\$ 219,237.80	\$ 267,120.54	\$ 259,706.29	\$ 289,851.57	\$ 1,857,777.88
% Past Due	14.22%	19.79%	21.03%	14.66%	15.24%	17.70%	15.11%	18.57%	\$425,159.15
SBCWD O&M Owed									\$467,638.17
San Benito Foods Owed									

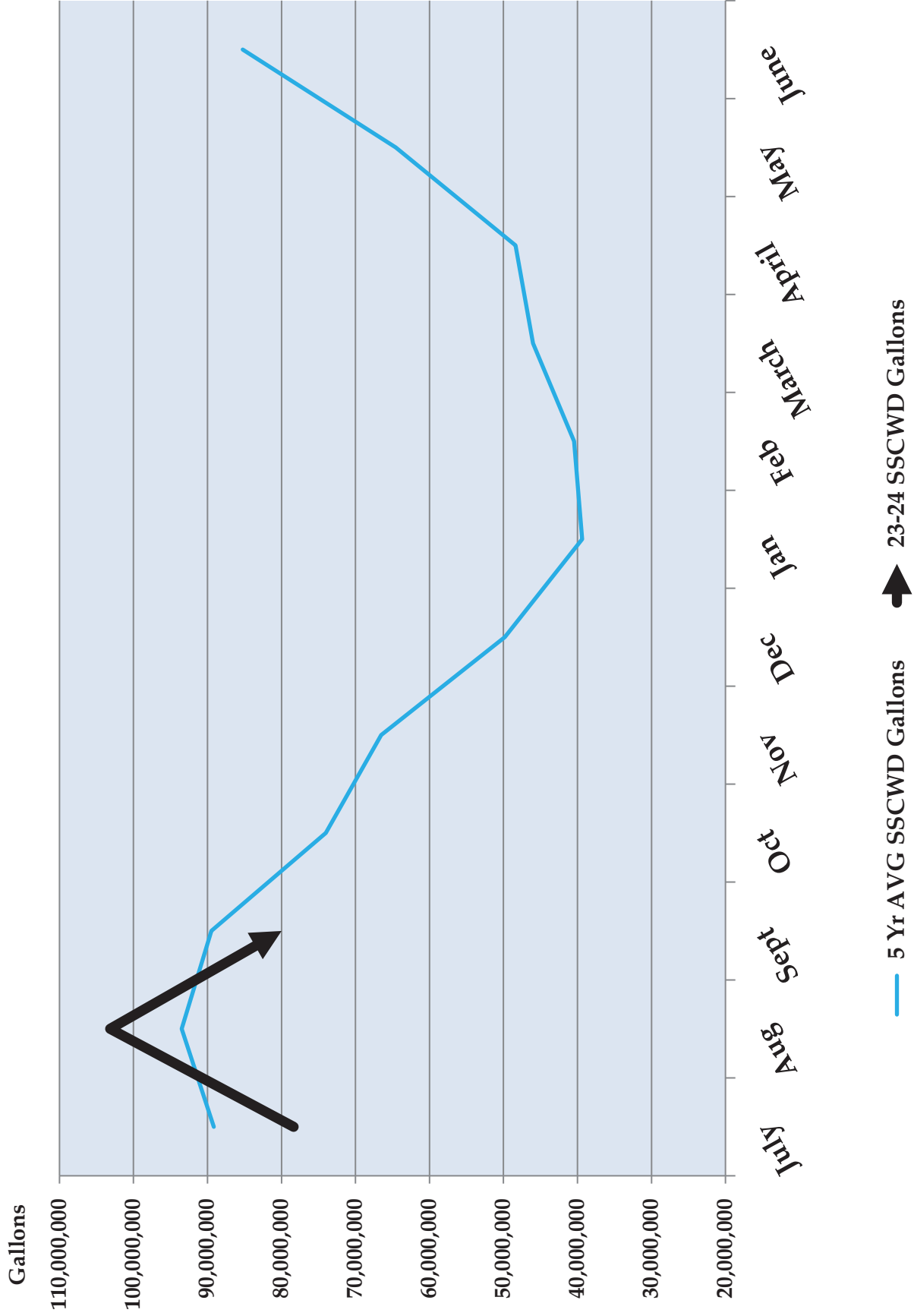
Sunnyslope County Water District

2023 / 2024
OPERATION SUMMARY (This Year)

ITEMS	FEB. 2023	MAR. 2023	APR. 2023	MAY 2023	JUNE 2023	JULY 2023	AUG. 2023	SEPT. 2023	YTD TOTAL
WATER METERED									
Cubic Feet	5,201,300	5,315,900	4,885,500	8,501,700	9,621,200	10,476,000	13,790,400	10,695,300	34,961,700
Total SSCWD Gallons	38,905,724	39,762,932	36,543,540	63,588,228	71,966,576	78,360,480	103,152,192	80,000,844	261,513,516
WATER SOURCE									
Well #2 (Southside Road)	4,962,000	6,232,000	7,733,000	9,746,000	832,000	3,216,000	4,438,000	1,566,000	9,220,000
Well #5 (Ray Cir/Enterprise)	4,243,329	1,254,190	1,076,585	3,000,000	1,124,284	1,258,700	1,445,061	2,941,907	5,645,668
Well #7 (Enterprise Rd)	5,318,110	5,560,339	5,196,876	6,153,498	3,743,329	1,975,951	1,045,825	388,265	3,410,081
Well #8 (Ridgemark)	17,690,000	2,283,000	2,660,000	15,414,000	9,433,000	5,719,000	12,855,000	19,826,000	38,400,000
Well #11 (Southside Road)	15,228,000	13,301,000	11,070,000	16,960,000	2,215,000	6,753,000	7,344,000	3,044,000	17,141,000
Net Well Interflow	(5,910,600)	(6,121,900)	(8,226,800)	(12,592,100)	(7,855,900)	(9,713,600)	(8,573,700)	(4,803,100)	(23,090,400)
TOTAL from Wells	47,341,439	28,590,529	27,736,461	51,273,498	13,978,613	9,209,051	18,554,186	22,963,072	50,726,309
Lessalt W.T.P. I (High Zone)	-	21,008,000	22,515,000	23,096,000	26,720,000	30,051,000	41,453,000	32,234,000	103,738,000
Lessalt W.T.P. I (Middle Zone)	-	-	945,000	11,823,000	12,915,000	13,037,000	16,620,000	12,880,000	42,537,000
West Hills W.T.P (@ Well #2)	-	-	-	1,593,000	15,136,000	13,107,000	20,205,000	21,594,000	45,906,000
West Hills W.T.P (@ Well #11)	-	-	-	3,201,000	23,939,000	25,764,000	31,979,000	12,927,000	79,670,000
West Hills W.T.P (@ COH #2)	-	-	-	1,218,000	13,456,000	13,670,000	1,296,000	12,780,000	27,746,000
West Hills W.T.P (@ COH #4)	-	-	-	2,773,000	19,024,000	22,709,000	14,146,000	8,998,000	45,853,000
West Hills W.T.P (@ COH #5)	-	-	-	1,187,000	19,481,000	22,634,000	13,988,000	26,450,000	63,082,000
Net Surface Interflow	-	21,008,000	23,460,000	44,891,000	130,671,000	149,905,370	156,536,758	142,162,129	448,624,257
TOTAL Surface Water (Plant Production)	-	21,008,000	23,460,000	44,891,000	130,671,000	149,905,370	156,536,758	142,162,129	448,624,257
SSCWD % of Plant Production	(8,535,715)	100.00%	100.00%	88.47%	60.24%	54.67%	70.44%	56.01%	60.60%
Estimated Water Gain(Loss)	-17,999%	(9,835,597)	(14,652,921)	(27,396,270)	(20,722,037)	(12,807,571)	(25,658,994)	(22,597,228)	(61,063,793)
Percent Difference	5326	-19.83%	-28.62%	-28.49%	-14.33%	-8.05%	-14.65%	-13.68%	-12.23%
Water Consumption Per Customer	0.00%	5435	4992	8605	9691	10528	13861	10740	84.27%
Blend - % Surface	1394	42.36%	45.82%	43.65%	84.92%	89.90%	85.60%	77.62%	577
Chemical, Carbon,Water PAF	\$0	1394	1394	1407	1397	1390	1351	657	\$408,290
Blend Budget Impact	\$0	\$3,732	\$5,906	\$9,304	\$142,515	\$178,566	\$167,249	\$62,476	
Cost of Water Produced (Per Acre Foot)	3,128	3,406	7,175	2,997	4,649	3,526	2,755	-	12,860
Prior YTD Cost	3,955	4,210	3,903	3,312	2,865	2,666	2,445	3,115	3,795

Chart Includes: Only Water Metered to SSCWD Customers,
Chart Does Not Include: COH Interties Wholesale Water Flow

FY24 Metered Water



Sunnyslope County Water District

STATEMENT OF INCOME
 FOR THE FISCAL YEAR ENDING JUNE 30, 2024 (This Year)
 UN-AUDITED 9/18/2023

*** WATER ***	Jul-23		Aug-23		Variance Over/ (Under) Prior Month	Jul-22		Aug-22		YEAR- TO-DATE	PRIOR YEAR-TO- DATE	PROJECTED 23/24 ACTUAL	FY 23/24 BUDGET
	Jul-23	Aug-23	Jul-23	Aug-23		Jul-22	Aug-22	Jul-22	Aug-22				
OPERATING REVENUES													
Water Sales	678,206	849,676	171,470			443,836	740,856	1,527,883	1,184,692	5,958,359	7,465,000		
Contracted Services	399,271	283,374	(115,897)			228,312	228,312	682,644	456,624	4,261,000	4,261,000		
Installation Fees	2,835	3,240	405			405	405	6,075	405	624,900			
Late Fees	6,223	7,057	834			8,912	8,912	13,279	15,167	58,408			
Other Revenue	13,902	13,498	(404)			10,145	10,145	27,399	22,092	501,225	228,220		
TOTAL OPERATING REVENUES	1,100,436	1,156,844	56,408			988,631	988,631	2,257,281	1,678,981	11,403,892	11,954,220		
OPERATING EXPENSES													
Salaries and Benefits	(237,947)	(255,924)	(17,977)			(227,779)	(219,036)	(493,871)	(446,815)	(3,096,080)	(2,660,460)		
Operating Expenses	(1,009,152)	(899,729)	109,424			(653,491)	(682,251)	(1,908,881)	(1,335,742)	(11,435,107)	(12,051,637)		
TOTAL OPERATING EXPENSES	(1,247,099)	(1,155,653)	91,447			(881,270)	(901,287)	(2,402,752)	(1,782,557)	(14,531,187)	(14,712,097)		
NET OPERATING INCOME	(146,663)	1,192	147,854			(190,920)	87,344	(145,471)	(103,576)	(3,127,295)	(2,757,877)		
NON OPERATING INCOME & (EXPENSES)													
Capacity Fees	97,050	112,200	15,150			13,800	13,800	209,250	13,800	209,250	-		
Donated Asset			-					-	-	-	-		
Miscellaneous Income (Farm Labor Camp)			-					-	-	-	-		
Adjust LAIF Investment to Fair Value			-					-	-	-	-		
Interest Income	34,052	25,056	(8,996)			16,674	5,870	59,108	22,544	59,108	500,000		
Allocated from G & A (Interest & Sale of Assets)	46,286	6,471	(39,815)			(129)	(113)	52,757	(129)	52,757	21,000		
Other Non-Operational			-					-	(113)	-	-		
TOTAL NON OPERATING INCOME & (EXPENSES)	177,388	143,728	(33,660)			16,545	19,557	321,116	36,102	321,116	521,000		
NET WATER INCOME (LOSS)	\$ 30,725	\$ 144,919	114,194			\$ (174,374)	\$ 106,900	\$ 175,644	\$ (67,474)	\$ (2,806,179)	\$ (2,236,877)		
NET WATER INCOME (LOSS) Adjusted for Non Budgeted Items	\$ (146,663)	\$ 1,192	147,854			\$ (190,920)	\$ 87,231	\$ (145,471)	\$ (103,689)	\$ (3,127,295)	\$ (2,757,877)		

Sunnyslope County Water District

STATEMENT OF INCOME
 FOR THE FISCAL YEAR ENDING JUNE 30, 2024 (This Year)
 UN-AUDITED 9/18/2023

	Jul-23	Aug-23	Variance Over / (Under) Prior Month	Jul-22	Aug-22	YEAR- TO-DATE	PRIOR YEAR-TO- DATE	PROJECTED ACTUAL	FY 23/24 BUDGET
*** WASTEWATER ***									
OPERATING REVENUES									
Sewer Sales	164,701	162,673	(2,028)	116,635	175,778	327,373	292,414	1,711,121	2,205,000
Contracted Services	31,116	33,333	2,217	35,154	35,154	64,449	70,308	523,300	523,300
Installation Fees			-			-	-	-	
Late Fees	1,346	1,143	(202)	2,680	2,228	2,489	4,908	9,214	56,880
Other Revenue	3,168	3,098	(69)	2,667	4,053	6,266	6,720	34,518	
TOTAL OPERATING REVENUES	200,330	200,248	(82)	157,136	217,214	400,578	374,349	2,278,153	2,785,180
OPERATING EXPENSES									
Salaries and Benefits	(51,188)	(53,183)	(1,994)	(50,776)	(38,941)	(104,371)	(89,717)	(722,583)	(843,040)
Operating Expenses	(116,046)	(135,735)	(19,689)	(85,054)	(143,331)	(251,781)	(228,385)	(1,665,718)	(1,439,275)
TOTAL OPERATING EXPENSES	(167,235)	(188,918)	(21,683)	(135,830)	(182,272)	(356,152)	(318,102)	(2,388,301)	(2,282,315)
NET OPERATING INCOME	33,096	11,330	(21,765)	21,306	34,941	44,426	56,247	(110,148)	502,865
NON OPERATING INCOME & (EXPENSES)									
Capacity Fees	124,625		(124,625)			124,625	-	124,625	
Miscellaneous Income			-			-	-	-	
Adjust LAIF Investment to Fair Value			-			-	-	-	
Interest Income	4,104	3,296	(809)	363	414	7,400	777	7,400	40,000
Allocated from G & A (Interest & Sale of Assets)	10,625	1,486	(9,140)	(30)	(46)	12,111	(46)	12,111	9,000
Other Non-Operational			-			-	(30)	-	
TOTAL NON OPERATING INCOME & (EXPENSES)	139,355	4,781	(134,573)	333	368	144,136	701	144,136	49,000
NET WASTEWATER INCOME (LOSS)	172,450	16,111	(156,339)	21,639	35,309	188,561	56,948	33,988	551,865
NET WASTEWATER INCOME (LOSS)	\$ 33,096	\$ 11,330	(156,339)	\$ 21,276	\$ 34,941	\$ 44,426	\$ 56,217	\$ (110,148)	\$ 502,865
<i>Adjusted for Non Budgeted Items</i>									

	Jul-23	Aug-23	Variance Over / (Under) Prior Year	Jul-22	Aug-22	YEAR- TO-DATE	PRIOR YEAR-TO- DATE	PROJECTED ACTUAL	FY 23/24 BUDGET
*** WATER & WASTEWATER ***									
*** COMBINED INCOME (LOSS) WATER & WASTEWATER ***	203,175	161,031	(42,144)	(152,735)	142,210	364,206	(10,526)	(2,772,192)	(1,685,012)
*** COMBINED INCOME (LOSS) WATER & WASTEWATER	\$ (113,567)	\$ 12,522	\$ 126,089	\$ (169,644)	\$ 122,172	\$ (101,046)	\$ (47,472)	\$ (3,237,443)	\$ (2,255,012)
<i>Adjusted for Non - Budgeted Items</i>									

Sunnyslope County Water District
 Investment Summary
 2023 / 2024 (This Year)

BANK ACCOUNT	INTEREST RATE	JULY 2023	AUGUST 2023	SEPTEMBER 2023	OCTOBER 2023	NOVEMBER 2023	DECEMBER 2023	JANUARY 2024	FEBRUARY 2024	MARCH 2024	APRIL 2024	MAY 2024	JUNE 2024	JUNE 2023
<u>Heritage Bank of Commerce</u>														
CHECKING ACCOUNT	0	1,593,120	1,606,042											2,040,106
Operating - General Fund		1,593,120	1,606,042											2,040,106
CHECKING SUBTOTAL														
MONEY MARKET ACCT (MMA)	0.75%	90,661	90,776											90,661
Invested - General Fund		90,661	90,776											90,661
MMA SUBTOTAL														
<u>L. A. I. F.</u>														
(Local Agency Investment Fund)	As of Sep 2023													
General Fund	3.48%	-4,173,662	-4,173,662											-4,104,152
Water Connect. Fee	3.48%	0	0											0
Sewer Connect. Fee	3.48%	0	0											0
SRF Loan Reserve	3.48%	774,890	774,890											774,890
Board Designated Reserves	3.48%	7,910,911	7,910,911											7,910,911
L.A.I.F. SUBTOTAL		4,512,138	4,512,138											4,581,649
<u>CEPPT</u>														
(CA Employee Pension Plan Trust)														
Employee Pension Reserve	0	1,000,000	1,000,000											1,000,000
CEPPT SUBTOTAL		1,000,000	1,000,000											1,000,000
<u>MBS Securities</u>														
(CD Brokerage - Water Capacity Funds)														
General Fund	4.00%	3,326,368	3,473,795											3,442,907
Board Designated Reserves	4.00%	436,010	440,970											403,709
Water Connect. Fee	4.00%	11,292,180	11,218,349											11,259,801
Sewer Connect. Fee	4.00%	1,485,983	1,489,265											1,357,257
MBS SUBTOTAL		16,540,541	16,622,379											16,463,673
GRAND TOTAL		23,736,460	23,831,336											24,176,089
* TOTAL INTEREST RECORDED	YTD Total	86,688	86,688											449,333

Sunnyslope County Water District

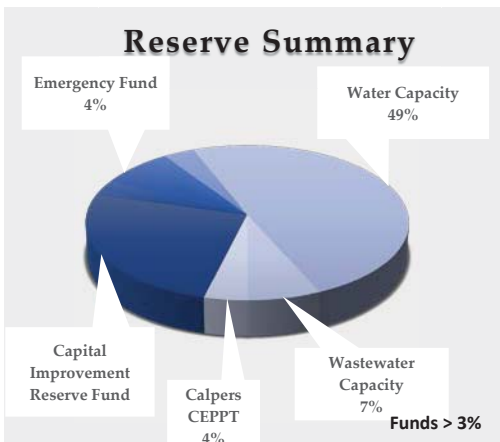
Reserve Summary As of August 31, 2023 (Policy #8600)

	<u>8/31/2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>6/30/2023</u>	<u>6/30/2022</u>	<u>Change</u>
1 Capital Improvement Reserve Fund	\$ 5,774,886	\$ 2,262		\$ 5,772,624	\$ 5,863,936	\$ (91,312)
2 Rate Stabilization Fund	250,000		-	250,000	250,000	\$ -
3 Drought Contingency Reserve	500,000			500,000	500,000	-
4 Emergency Fund	1,000,000			1,000,000	1,000,000	-
5 Vehicle Replacement Fund	406,132	8,000		398,132	348,078	50,054
6 Office and Misc. Equipment Replacement Fund	420,864			420,864	418,845	2,019
Board Designated Reserves	8,351,882	10,262	-	8,341,620	8,380,859	(39,239)
7 CSWRCB Loan	774,889			774,889	760,000	14,889
8 Water Capacity	11,218,349	155,994	197,445	11,259,801	11,410,006	(150,205)
9 Wastewater Capacity	1,500,036	132,008		1,357,257	1,320,135	37,122
10 Calpers CEPPT	899,643			899,643	640,401	259,242
Legally Restricted Reserves	14,392,917	288,002	197,445	14,291,590	14,130,542	161,048
TOTAL	\$ 22,744,799	\$ 298,264	\$ 197,445	\$ 22,633,210	\$ 22,511,401	\$ 121,809
Unreserved Cash	\$991,661.07					
Percentage of Total Capital Assets	44.13%					

1

Detailed Transactions:

Depr. Expense	\$ 8,000		\$ 461,194
Board Authorized Changes to Policy #8600	\$ -		\$ 5,729,257
Interest	\$ 68,593		\$ 25,685
Debt Amortization		197,445	\$ (1,184,682)
Water Capacity Fees	97,050		\$ 6,087,125
Sewer Capacity Fees	124,625		\$ 1,299,000
CEPPT Funding			\$ 1,000,000
Fixed asset Additions	-		\$ (483,314)
Fair Market Value & Misc Adj	(4)	-	\$ (610,420)
	\$ 298,264	\$ 197,445	\$ 12,323,845



Board Approved Disbursement Analysis

Date:	Description:	Vendor	Resolution	# Actual	
1/19/2021	Audit (FY21,FY22 & FY 23)	Mc Gilloway	76,160	56,270	
2/21/2023	Rate Study	Raftelis	110,502	52,991	
11/15/2022	Promontory Amendment 2	Century Homes	110,000	0	
4/18/2023	Best Road Initiative	Wallace Group	40,000	30,128	
2/28/2023	Solar Project - SBR	Eva Green Power	1,300,000	148,964	
2/28/2023	Solar Project - Lessalt	Eva Green Power	39,131	3,958	
6/20/2023	Itron Meters	Meter Valve & Cc	107,000	0	
6/20/2023	Temetra	Meter Valve & Cc	412,000	114,271	
8/15/2023	Demographics	LGDR	40,000	0	
8/15/2023	Trucks		130,000	0	
8/15/2023	VOIP	Exceedio	16,178	0	
9/19/2023	Hydroflush IWWTP	Greenline	22,000	0	
9/19/2023	Itron Meters	Meter Valve & Cc	250,000	0	

Staff Report

Agenda Item: F – 5a

DATE: October 12, 2023 (October 17, 2023 Meeting)

TO: Board of Directors

FROM: Water/Wastewater Superintendent, Jose J. Rodriguez

SUBJECT: Superintendent Monthly Status Report: a. Maintenance, b. City Meter Reading, and c. Groundwater Level Measurement.

Narrative

1. All three water reports were completed and submitted on time by September 8, 2023.
2. Westhills WTP flow rate was increased from 2.55 MGD to 3.55 MGD in the month of September. Lessalt WTP maintained its flow production at 1.8 MGD. In the month of September, Westhills WTP produced a total of 92.769 million gallons with Lessalt WTP producing 56.786 million gallons. The total acre foot produced in September 2023 was 445.12-acre feet with a balance of 3,051.99-acre feet available for the 2023-2024 year.
3. Lessalt WTP completed its seventh consecutive Granular Activated Carbon (GAC) exchange. With the water treatment plant production at near maximum capacity, GAC exchanges are required monthly to maintain Total Organic Carbon as low as possible to minimize the production of TTHM's in the distribution systems. The levels in the distribution system of disinfection byproducts have remained below half of the maximum contaminant levels (MCL).
4. Both Lessalt WTP and Westhills WTP's continue to utilize the Computer Maintenance Management System (CMMS) to better manage treatment facilities equipment and document preventative maintenance activities. A total of 240 Work Orders were completed by Sunnyslope Staff between the two facilities in September.
5. Three staff operators attended CWEA training in Soquel. Operators toured the Soquel Creek Water District Pure Water Plant and spent time understanding challenges they are facing and ways to prevent and overcome them. The SSCWD staff is continuing to participate in local tours, trainings workshops and vendor shows to gain exposure in various areas in which we work daily in along with networking with other local agencies.
6. Neil Jones continued to discharge into the Industrial Plant Wastewater Treatment Plant through September. Historically, San Benito Food would conclude their production season in mid-September. This year presented a very unique situation in that the crops were delayed as a result of the high levels of rainfall that were experienced this past spring. This delayed not only the start of the 2023 season, but as you would imagine, delays the end of season date as well.

In addition to the daily, weekly & monthly work schedule, our maintenance personnel also performed these additional special work projects.

Water (9) September 2023

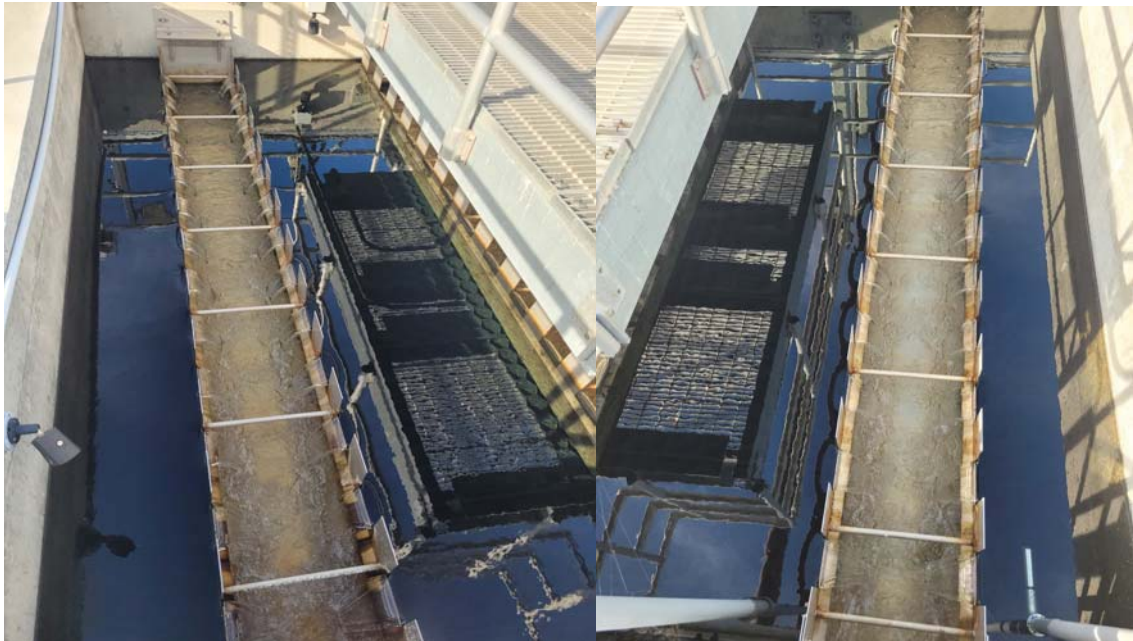
1. Staff attended Soquel Creek Water District Pure Water Plant Tour. Several SSCWD operators toured a construction tour of the Pure Water Soquel (PWS) project. PWS uses a state-of-the-art three-step advanced treatment process to create purified recycled water. Staff learned how PWS will safeguard our local water supply, prevent saltwater intrusion, and create a sustainable future.
2. Flushed all transducers at wells and tanks. Routine flushing is required because the transducers are located on dead ends and can build up debris and other obstructions, possibly giving false readings.
3. Continued clearing weeds around district facilities.
4. Assisted Garry Construction with tie-in on Santa Ana Road. The tie-in connected the Willow Landing subdivision into the water main located on Santa Ana Road. Due to scheduling conflicts, work had to be completed over the weekend.
5. Replaced leaking service line at 991 Plum Court.
6. Trimmed back trees around Fairview Tanks.
7. Cleaned around Ridgemark Tanks for asphalt repair.
8. Replaced curb stop at 1200 Matador Drive.
9. Replaced curb stop at 1900 Highland Drive.

LESSALT Water Treatment Plant (5)

1. Peroxide clean mixing chamber. Peroxide prevents algae growth in mixing chamber for a more accurate reading.
2. Semi-annual TOC PM with Veolia. Bi-Annual maintenance is contracted with Veolia Water to perform required maintenance to extend the life of the units. The current unit has been in operation for over 21 years and will soon need to be replaced.
3. JM electrical installed a new caustic level sensor and GRF #2 pressure transmitter. The level sensor gives real time level monitoring of usage and allows them to make more accurate chemical order.
4. Replaced rubber seat on AV-3 (Air Valve) on MF #2 (Membrane Filter).
5. Granular Activated Carbon (GAC) #3 media exchange Calgon Carbon. Since the GAC exchanges have been completed on a more routine basis Trihalomethanes have substantially been reduced to below 10 ug/l (micrograms per liter)

West Hills Water Treatment Plant (11)

1. Cleaned lamella clarifiers. The lamellas are honeycomb shaped baffles that separates settleable solids (particles) from liquids. Over time the lamella surface will get foul, and the efficiency of solids removal will decrease and require cleaning. The cleaning is usually determined by the source water quality and can range from once per month to as long as 3 months.
2. Replaced chlorine sample pump. Chlorine analyzer continuously reads chlorine levels and makes appropriate changes to maintain adequate dose rate. This
3. Flushed main sample feed line to strainer panel.
4. Continued clearing weeds around plant.
5. Painted all SC200 covers for UV protection.
6. Cleaned PAC mixing chamber and parts.
7. Peroxide cleaned TOC analyzer. Peroxide prevents algae growth in mixing chamber for a more accurate reading.
8. Calibrated all turbidity meters in 20 NTU. DDW required quarterly standard calibration to be performed to all turbidity analyzers.
9. TOC analyzer PM. Bi-Annual maintenance is contracted with Veolia Water to perform required maintenance to extend the life of the units.
10. Received PAC delivery.
11. Cleaned all level sensors.



Project Location	: Sunnyslope County Water District - Westhills Water Treatment Plant
Project	: Cleaning Lamellas
Department	: Water Department
Description	: Over time the lamellas which capture solids after chemical treatment get fouled and require cleaning to maintain solids removal. Clean lamellas greatly increase the clarifier capacity and enables a much greater flow to be treated.

Wastewater (3)

1. Removed pepper trees at SBR for solar project. The area that was designated for the panel installation had two very large trees that needed to be removed. Three SSCWD operators skillfully cut down branches and eventually the whole tree down to the stump. A Tree Chipper was used to cut tree limbs, trunks, and branches into chips and dispose at the landfill.
2. Continued hydro-jetting collection system. The SSCWD collection system is completely flushed twice per year to minimize sewer overflow possibilities.
3. Continued clearing weeds at RM2 ponds.



Project Location	: Ridgemark Estates Wastewater Treatment Plant
Project	: Tree removal for Solar Project
Department	: Utilities/Maintenance Department
Description	: District staff removed and cleaned two pepper trees at the WWTP. Operations staff cut trees down, chipped, and hauled wood chips off to the landfill.

Industrial Plant (5)

1. Sludge depth completed on Basin 1. Sludge depth measurements are done to better understand how the sludge is settling and how to properly distribute aeration to minimize foul odors.
2. Replaced camera that faces treatment basins. The cameras are used daily to identify possible intrusion, wind direction and process basin air activity.
3. Installed 6" electric pump from Rain for Rent. SSCWD installed a secondary pump that would primarily be used as the recirculation pump from pond 1 to basin 2. Before this the effluent pump was used as both the recirculation pump and effluent pump. This would make it harder for Pond 1 to be lowered and maintain level along with adequate recirculation volume. By adding the second pump, Pond 1 level was able to have more accurate level control while maintaining proper recirculation flow.
4. Replaced belts, greased and re-aligned headworks blower.
5. Installed new effluent meter control board.



Project Location	: Industrial Wastewater Treatment Plant
Project	: Sludge depths in Basin 1
Department	: Utilities/Maintenance Department
Description	: SSCWD operator conducted sludge depths after pond color had changed. Sludge depths indicate where the sludge is settling. Air adjustments are better controlled when sludge depth and location are known. More efficient mixing can be achieved.

Completed This Month	Job Descriptions	Completed YTD 2023 – 2024 July 1 to June 30	Completed 2022 – 2023 July 1 to June 30	Completed 2021 – 2022 July 1 to June 30	Completed 2020 – 2021 July 1 to June 30
250	Work Orders	837	2480	2520	2469
1	Temporary Manual Read Water Meters Installed in New Construction Accounts	12	287	292	368
1	Radio Read Meters & ERTs Installed in New Construction Accounts	1	3	1	21
0	Total: Manual Read Meters Replaced with Radio Read Meters & ERT's, including Radio Meters Installed in New Construction Accounts	19 (Total = 7212)	268	300	282
40	Existing Radio Read Meters & ERTs Replaced with New Radio Read Meters & ERTs	78	247	309	322
18	Valves Exercised (Approx. 2674 in SSCWD System 3/2021)	135	528	487	721
7	Fire Hydrants Flushed (Approx. 938 in SSCWD System 3/2021)	86	537	342	749
41	Meters on Repair List	106	250	335	326
17	Emergency Calls	49	158	161	174
164	Locates on our Water/Sewer Lines	426	1512	1816	1732
0	Sewer Inspections	0	0	0	0
0	Shutoff Notices	0	0	0	0
1	Water Services Replaced	5 (Total = 951)	15	39	12

(3/2021 Update Valve and Fire Hydrant Count, Includes Santana Ranch pH 1, Villages, Tyler Knoll, Walnut Park, Creekside)



Hollister/Sunnyslope Intertie Water Balance

Report Date: October 1, 2023		to		September 13, 2023	
Current Consumption Period: August 16, 2023		to		September 13, 2023	
Intertie Location	Groundwater Flow to COH	Surface Flow to COH	Groundwater Flow to SSCWD	Surface Flow to SSCWD	to
	i n G a l l o n s				
Southside Road Intertie Water Total Flow	0	2,809,229			
Sunset & Memorial Water Total Flow	4,546,000	9,751,400	0		0
Sunnyslope & Memorial Water Total Flow	0	0	0		0
Hillcrest and Memorial Water Total Flow	29,000	105,100	0		100
Santa Ana & La Baig Water Total Flow	229,000	1,653,300			
Intertie Sub-Total Water Flow	4,804,000	14,319,029	0		100
<i>Total Combined Surface and Ground Water Intertie Flow</i>		19,123,029		100	
City of Hollister Well 2 Surface Water Total Flow (West Hills)		12,780,000			
City of Hollister Well 4 Surface Water Total Flow (West Hills)		8,998,000			
City of Hollister Well 5 Surface Water Total Flow (West Hills)		26,450,000			
Sunnyslope Well 2 Surface Water Total Flow (West Hills)				12,594,000	
Sunnyslope Well 11 Surface Water Total Flow (West Hills)				21,927,000	
Sunnyslope Surface Water Total Flow (LESSALT)				45,114,000	
Surface Water Flow Sub-Totals		48,228,000		79,635,000	
Ground Water and Surface Water Flow Totals	4,804,000	62,547,029	0		79,635,100
Current Period:	COH half of Surface Water Flow to Distribution (LESSALT & WH)		63,931,500		
	Net Ground/Surface Water Balance Owed to SSCWD (to COH)	4,804,000	-1,384,571		
	Beginning Water Balance Owed to SSCWD (to COH)	792,569,200	-389,558,912		
	Gallons Billed to COH thru Report Date August 1, 2023	0		Informational Last Month Net Total	403,010,288
	Sub-total Ending Water Balance Owed to SSCWD (to COH)	797,373,200	-390,943,483	Net Sub Total	406,429,717
	Half of Total Gallons LESSALT Discharge to City of Hollister Wastewater Treatment Plant during the current consumption period			1,568,000	
	Exchange Factor; Half of the total gallons discharged to COH WWTP from LESSALT multiplied by a factor of 4				6,272,000.00
	Ending Water Balance Owed to SSCWD (to COH)	791,101,200	-390,943,483	Net Total	400,157,717

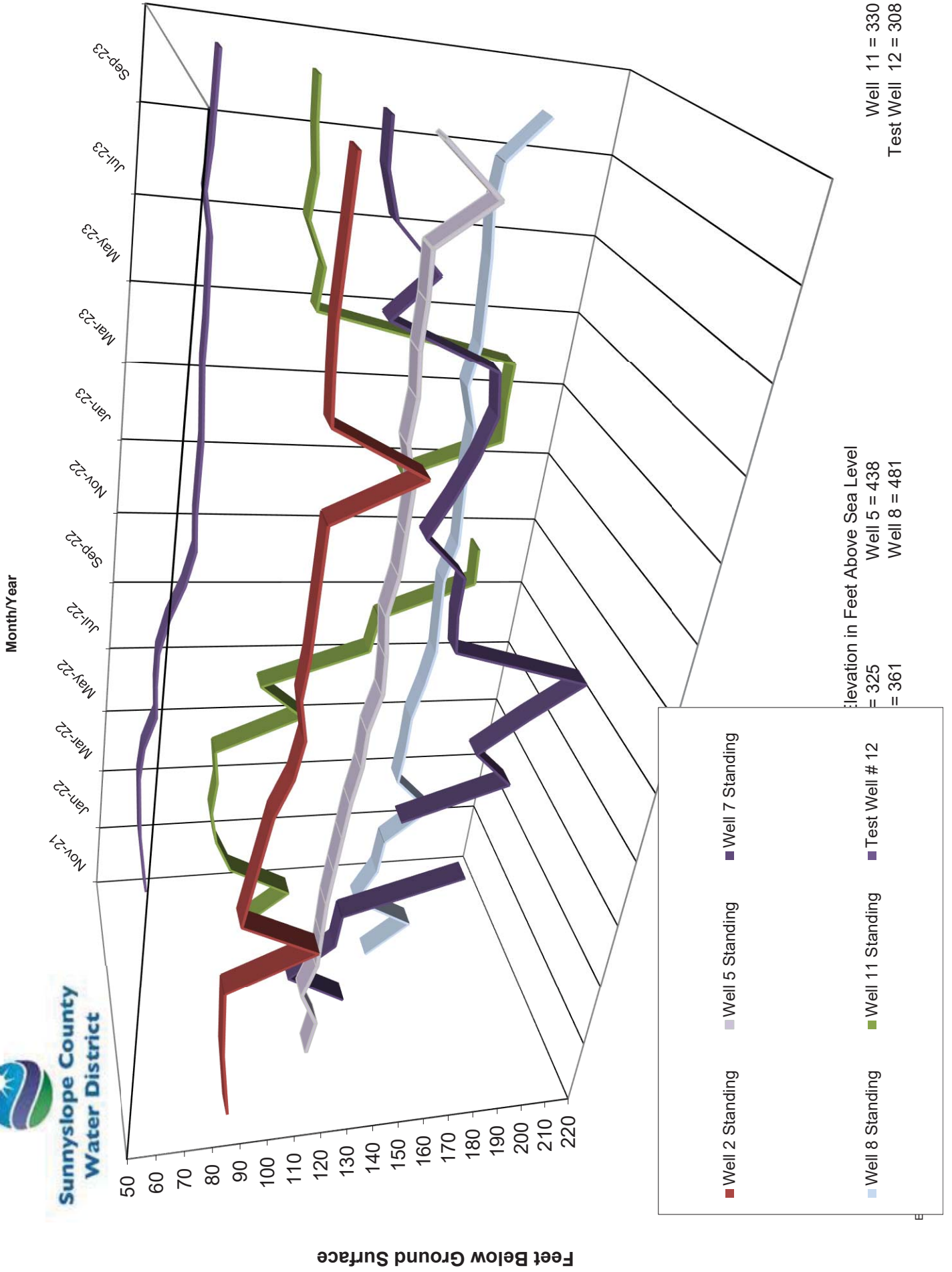
Current:	LESSALT WTP Total Flow to Distribution	45,114,000			
	Percent of LESSALT Surface Water Received	COH	31.7%	SSCWD	68.3%
Current:	COH half of LESSALT Total Flow to Distribution	22,557,000			
	Intertie Net Surface Water Total Flow to COH	14,318,929			
	Intertie Net Ground Water Total Flow to COH	4,804,000			
Current:	West Hills WTP Total Flow to Distribution	82,749,000			
	Percent of Surface Water Received	COH	58.3%	SSCWD	41.7%
Current:	COH half of West Hills WTP Total Flow to Distribution	41,374,500			
	West Hills WTP Surface Water Total Flow to COH	48,228,000			

From April 1, 2023 to Present					
YTD	LESSALT WTP Total Flow to Distribution	244,289,000			
	West Hills WTP Total Flow to Distribution	362,265,000			
	Surface WTPs Total Flow to Distribution	606,554,000			
	Total YTD Surface Flow to COH/SSCWD	COH	249,620,799	SSCWD	356,933,201
	Percent of Surface Water Received	COH	41.2%	SSCWD	58.8%

Depth to Standing Water Level Below Ground Surface



**Sunnyslope County
 Water District**



Staff Report

Agenda Item: F-6

DATE: October 11, 2023 (October 17, 2023 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: General Manager Monthly Status Report

ACTIVE TASKS:

1. **IWTP Season Operation** – The canning season was delayed by 3 weeks due to the slow ripening of tomatoes this year and SBF has requested to extend processing until October 24th. The City of Hollister and the Water Quality Control Board have granted this extension.
2. **Solar Field Design** – The County of San Benito released the construction permit for the solar field and the contractor will proceed with the scheduled installation.
3. **Permit Compliance** – Monthly water reports have been completed on time and no water violations were reported. The Oak Creek Pumpstation experienced a sewer force main leak due to a crack in the PVC pipeline which resulted in a Sanitary Sewer Overflow (SSO). Staff responded quickly, repaired the line, and sanitized the spill area. Adjacent soil that was contaminated by the overflow was removed with the assistance of a local earthwork contractor.
4. **Staffing** – The Assistant/Associate Engineering position remains open until filled. The Billing/Public Relations Specialist position has been refilled this month. Valeria Garcia began employment with the district on October 9th. We are excited to have her join our office staff, as she is a Hollister native, and she is a fluent Spanish language speaker. Please welcome Ms. Garcia to our team.
5. **City Sewer Contract** – Timing of the Gavilan College Sewer extension is very tight. The proposed contract to provide treatment service is before the board this month. The City of Hollister will consider the contract on November 6th.

Staff Report

Agenda Item: **G - 1**

DATE: October 12, 2023 (October 17th, 2023 Meeting)

TO: Board of Directors

FROM: Crew Chief, Deej Burbank
General Manager, Drew Lander P.E.

SUBJECT: Authorize The General Manager To Purchase A Vac-Con Model VZ390LH/800 From Municipal Maintenance Equipment Inc. For A Cost Not To Exceed \$530,000 And To Surplus The 2009 Vac-Con Model V350LHA Purchased In 2020.

RECOMMENDATION:

Authorize the general manager to purchase a Vac-Con model VZ390LH/800 from Municipal Maintenance Equipment Inc. For a cost not to exceed \$530,000 and approve resolution #594 supporting the surplus, per district policy 8510, of the 2009 Vac-Con model V350LHA purchased in 2020.

BACKGROUND:

In April of 2020 the SSCWD Board approved the purchase of a used 2009 Vac-Con from a partner public agency for \$51,000. This vehicle has proven to be a powerful tool for many reasons, including:

- Reducing staff response time to water leaks,
- Reducing excavation areas and construction impacts to neighborhoods,
- Reducing man hours required to excavate and repair damaged distribution mains,
- Reducing potential for staff injury and fatigue.

These benefits have greatly improved employee performance and job satisfaction for employees when performing field repairs, especially when responding after hours or on weekends to water leaks. Additionally, vacuum excavation has been widely accepted by OSHA, and by other agencies charged with protecting employee safety, as the only method to safely dig around underground utilities and in the public right of way.

Recently the district has been notified by the Monterey Bay Air Resources District that the Tier 5 air quality standards will be in effect in January 2024 and that all older heavy-duty vehicles will become subject to annual inspections and verification of the requirements to reduce the total hours that older engines operate in the field. Failure to comply will result in penalties or decertification of the equipment. To comply with new engine requirements the staff has considered swapping out of the existing engine with a newer model for both the main engine

and the supplementary pony motor which runs the vacuum portion of the apparatus. This work would cost upwards of \$50,000 to bring the district vehicle into compliance, it may not be fully compatible with the existing engine systems or wiring harness, and the motor would then outlast the useful life of the vacuum portion of the equipment.

Staff inquired about the purchase of a new vehicle and Source-well Public Procurement Pricing resulted in an equivalent truck pricing of \$525,000, prior to including taxes and delivery with an expected delivery date greater than 10 months from the placement of the order. If our older truck was to break down the district would be without our Vac-Con for nearly a year. We currently use this vehicle twice a month for field response.

The local vendor for Vac-Con reached out to district staff to offer for sale another brand-new vehicle that was constructed earlier this year. This truck complies with all Tier 5 standards, it conforms with all of the district requirements, and it was ordered by another company who was not able to complete the purchase. The truck is deliverable in 3 weeks from order. This vehicle is being offered at a considerable discount and can be delivered immediately and the vendor has agreed to include the lighting and safety package at no additional cost.

The current Vac-Con is proposed to be surplus and it is still a valuable truck for jurisdictions not required to comply with the Tier 5 air quality standards. The proposed truck would not be subject to any operational restrictions, and it is expected to serve the district for 15 years. The current Vac-Con has proven to pay for itself in the short 2.5 years it has been in service with SSCWD by reducing staff overtime and injury.

FINANCIAL IMPACT:

The fiscal impact of purchasing and equipping the proposed vehicle is approximately \$530,000 delivered and licensed. This would be allocated from the Capital Improvement Reserve fund currently funded at approximately \$6M. This vehicle purchase was anticipated as an unscheduled expense in the capital improvement plan. This purchase is earlier than expected but the discounted vehicle available for delivery immediately has made the purchase very attractive. The district Vac-Con is expected to return \$40,000 at auction and these funds will be returned to the Capital Improvement Reserve fund.

ENVIRONMENTAL IMPACT:

The new vehicle will meet or exceed all California State Tier 5 clean vehicle standards. The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

ATTACHMENTS:

Resolution #594

MME Vac-Con Quote Sept. 26, 2023

RESOLUTION NO. 594

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
SUNNYSLOPE COUNTY WATER DISTRICT
DECLARING THE SURPLUS OF UNUSED EQUIPMENT AND
AUTHORIZE THE GENERAL MANAGER TO LIQUIDATE PER
DISTRICT POLICY 8510.**

WHEREAS, the General Manager has presented in the regularly scheduled board meeting on October 17, 2023 the need to surplus a 2009 Vac-Con heavy duty truck; and

WHEREAS, the board has received a staff report detailing the purposes for liquidation of the 2009 Vac-Con as non-compliant with pending air quality regulations for the Monterey Bay region and also to make room for the pending purchase of a new replacement equipment; and

WHEREAS, after a public hearing and discussion the board accepts the staff recommendation to liquidate Vac-Con equipment per district policy 8510.

NOW, THEREFORE, BE IT RESOLVED that Sunnyslope County Water District hereby declares the following equipment to be liquidated:

2009 Vac-Con V350LHA Serial #11085156

BE IT FURTHER RESOLVED that the Board authorizes the General Manager to sell the identified equipment per District Policy 8510 and return any funds to the Capital Improvement Reserve fund.

THE FOREGOING RESOLUTION No. 594 on a motion by Director _____ and second by Director _____ is duly adopted this 17th day of October 2023, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

SUNNYSLOPE COUNTY WATER DISTRICT

Signed: _____

Dee Brown, President

(S E A L)

ATTEST:

*Drew A. Lander, General Manager/Secretary of the
Board of Directors*



September 26, 2023

Sunnyslope County Water District
3570 Airline Highway
Hollister, CA 95023-9702

Tel: 831-637-4670
drew@sscwd.org
deej@sscwd.org

Attention: Drew A. Lander, P.E., General Manager

We are pleased to provide the following quotation on the Vac-Con Hydro-Excavator for your review:

One (1) Only Vac-Con Model VX390LH/800 complete with the following standard features:

- 3 Stage Centrifugal Compressor Vacuum System
- Cyclone Separator
- Hydrostatic Blower Drive
- Front Loading 10' Telescopic Boom
- 270 Degree Rotating Boom
- 8" Vacuum Intake Hose
- Aluminum Diamond Plate Storage Boxes & Cabinets
- Cross Linked Polyethylene Water Capacities: 800, 1100 & 1300 gallons with 10 Year Warranty
- Automatic Vacuum Breaker Shut Off
- 100' Retractable High-Pressure Hose Reel, High-Pressure Digging Wand
- Corten Steel Debris Body with 5 Year Warranty
- 5" Butterfly Valve with 10' Layflat Hose
- Debris Tank Dumping: Minimum 50 Deg., Hydraulic Scissors Lift - Power Up/Power Down
- Low Pressure Hand Gun with Quick Connect at Pump with 25' of 1/2" Hose
- Full Opening Rear Door / Hydraulic Door Locks
- Boom Tie Down with Front Mounted Joystick for Ease of Operation
- Passenger Side Controls
- Passenger Control Panel Cabinet Aluminum Diamond Plate (35" x 14" x 24")
- Water Pump and Hose Reel Cabinet / Passenger Side Aluminum Diamond Plate (51" x 20" x 30")
- Storage Box Behind Cab Aluminum Diamond Plate (16" x 42" x 96")
- Single Axle Units: Drivers Side Storage Cabinet Aluminum Diamond Plate (51" x 24" x 24")
- Tandem Axle Units: Drivers Side Storage Cabinet Aluminum Diamond Plate (51" x 44" x 24")
- Tandem Axle Units with 180" CT: Storage Box Behind Cab Aluminum Diamond Plate (16" x 42" x 48")
- 2 Joystick Controls 1-Passenger Side Control Panel, 1-Front Bumper
- Emergency Shut Off
- Reflective Striping / Side & Chevrons
- 20.5' Aluminum Intake Pipe (1-3', 1-5', 1-6', and 1-6.5' Nozzle)
- ICC Lighting
- PPG Polyurethane Paint
- 12 Month Standard Warranty - see certificate for details
- 5# Fire Extinguisher
- Set of Triangles



September 26, 2023
Sunnyslope County Water District
Vac-Con Model VX390LH/800 Quotation
Page 2

Including the Following Selected Features:

Main Information:

- Blower: Hydrostatic Drive
- Boom: 10' x 8" Aluminum Telescoping Boom
- Water System: 20 GPM / 4000 PSI – Hydrostatic Drive

Debris Body Options:

- A Flat Style Rear Door in lieu of Dome Style Door Including Hydraulic Opener will be Provided

Water System Options:

- 50' Capacity Retractable Hand Gun Hose Reel
- Debris Body "Power Flush" System, 8 Jets

Misc. Machine Options:

- Behind Cab Boom Support – Chassis Frame Mounted Boom Cradle Assembly with Bumper Mounted Boom Docking Assembly
- Centrifugal Compressor Quiet Silencer, Class 4, 304 Stainless Steel Construction, 14in. x 40in. with 8in. Discharge
- (2) Cone Storage Racks – Best Location Curbside
- Long Handle Storage / PVC (2) – Mounted in Storage Box Under Shelf

Lighting Options:

- LED 4 Strobes – (2) Front Bumper / (2) Rear Bumper – Whelen 50A03ZCR – Amber
- LED Boom Mounted Flood Lights with Limb Guard – Whelen NP6BB Worklight
- LED Midbody Flood Lights with Guard – Whelen NP6BB (Driver's Side and Curbside)
- LED Rear Mounted Flood Lights with Limb Guard – Whelen NP6BB Worklight
- Whelen TAM85 Traffic Advisor LED Arrow Stick, installed by MME

Electrical Options:

- Wireless Remote Control: Boom, Vacuum Breaker, Throttle & Debris Body
- Traffic Camera with Color Monitor – Rear Camera Placement

Pipe Storage Rack:

- Lazy Susan Pipe Rack (Holds 5 Pipes)

Paint:

- Vac-Con Body to be Painted Aztrac Blue

Mounted on a new Freightliner 114SD 4x2 truck chassis complete with the following features:

- ISL370 Engine
- Allison 3000RDS Automatic Transmission
- 43,000 GVWR
- Driver's and Passenger's Side Air Seats
- Air Conditioning
- AM/FM



September 26, 2023
Sunnyslope County Water District
Vac-Con Model VX390LH/800 Quotation
Page 3

Price F.O.B. Hollister, CA	\$486,000.00
8.25% Estimated Sales Tax	<u>40,095.00</u>
Total	\$526,095.00

- VIN: 1FVAG3FE8HNW1343 Estimated Miles: 9,135
- Remainder of factory warranty expires April 1st, 2024.
- Quotation includes delivery and on-site training.
- Normal delivery 150-210 days A.R.O., depending on truck chassis availability.
- One (1) only for delivery in 15 days.
- Sales tax applicable at time of delivery will be shown on invoice
- Terms: Net 15
- Quotation valid for 15 days.
- One (1) only available at this price.

Thank you for your interest in this fine product line. Should you have any questions or need additional information, please let us know. We look forward to being of service.

Sincerely,
Municipal Maintenance Equipment, Inc.

James Wheeler,
General Manager

Staff Report

Agenda Item: G – 2

DATE: October 12, 2023 (October 17th, 2023 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: Authorize General Manager To Extend A Professional Services Contract With San Benito Engineering & Surveying Inc. For Temporary Field Inspection Services not to exceed \$50,000 (Not a project under CEQA per Article 20, Section 15378).

RECOMMENDATION:

Approve a motion authorizing the General Manager (GM) to extend the contract for profession services with San Benito Engineering & Surveying Inc. (SBE&S) for temporary Field Inspection Services. Extension value not to Exceed \$30,000 for a total contract value of \$50,000.

BACKGROUND:

In July 2023, the GM presented a contract for temporary inspection field services not to exceed \$20,000 with San Benito Engineering & Surveying while a replacement Associate Engineer replacement is being solicited. To date approximately \$20,000 has been expended and this item is being returned to the Board for additional action. In the absence of the Associate Engineer the General Manager has taken over responsibility to perform review of new construction proposals, and field inspection of all infrastructure built to district standards planned for acceptance by the district. A replacement Associate Engineering has not yet been identified. To complete these tasks effectively additional contract hours are needed. The services have been provided through SBE&S and the professional assistance has been valuable to keep projects moving forward.

In July the GM informed the Board of the intent to utilize SBE&S for services not to exceed \$20,000. Services over the past 4 months have reached the prior \$20,000 contract authorization and a request to extend services is needed. This contract is time and material (T&M) and can be canceled at any time. This action item is to increase the prior authorization by \$30,000 for a total contract value of \$50,000. The standard District professional services contract has been utilized for this contract.

FINANCIAL IMPACT:

Contract increase of \$30,000 requested for a maximum contract value is not to exceed \$50,000.

Inspection services are billable to active construction projects and are reimbursable to the district through development agreements.

ENVIRONMENTAL IMPACT:

This action is not a project under CEQA per Article 20, Section 15378. All work inspected in the field is reviewed and approved by external CEQA action.

Staff Report

Agenda Item: G - 3

DATE: October 12, 2023 (October 17, 2023 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: Authorize The General Manager To Sign A Contract With Razzolink Inc. To Allow The Limited Lease Of A Location At The Ridgemark SBR For An Internet Service Antenna As Specified.

RECOMMENDATION:

Staff recommends the Board approve a motion to authorize the General Manager to sign a contract with Razzolink Inc. for the leasing of a location to place a for a low impact antenna at the Ridgemark SBR (Georges Drive).

BACKGROUND:

Representatives of the local Razzolink internet service provider in Hollister have reached out and provided a proposal to request a lease to place a low impact site antenna at the Ridgemark SBR. Staff have met with Razzolink representatives and reviewed the equipment that would be placed at the SBR building. The equipment is not anticipated to impact any of the daily operations at the facility. All routine maintenance can occur during normal operating hours of the facility as well. In the event of an emergency Razzolink staff will contact SSCWD via the emergency contact on-call staff and staff will ensure Razzolink staff can safely access their equipment.

FISCAL IMPACT:

A lease of \$6000 annually plus the additional service connection. The district has one Razzolink internet connection that is used for back up internet service and this is proposed to be included in the agreement for a savings of approximately \$1000 annually.

ENVIRONMENTAL IMPACT:

The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines).

TOWER SITE LEASE AGREEMENT

Page 1 of 5

Lessor: Sunnyslope Water District

Lessor's Address: 3570 Airline Highway
Hollister, CA 95023

Lessee: Razzolink, Inc. (“Lessee”)

Lessee’s Address: 448 Ignacio Blvd
PMB 144
Novato, CA 94949
(800) 913-7299
barbara@razzolink.com and or tony@razzolink.com

Premises Address: 3570 Airline Highway
Hollister, CA 95023

Location of equipment: 10 George’s Drive, Hollister Ca.

Commencement date: November 1, 2023

Term : Five (5) Years

Option Terms: Three (3) Five (5) year terms. Option will be exercised in writing at least sixty (60) days prior to expiration of previous term

Rent: \$500.00/month

Lessor will also receive one (1) 30Mbps connection at no charge to customer.

Equipment to be installed at Water Treatment Facility

Non-penetrating mount on the west corner of the roof of the large warehouse building (rubber mats will be installed to protect metal surface). Below equipment to be installed on mount:

- a. One (1) dish to receive signal from our closest tower site
- b. Two (2) AP’s with Sector horn antennas
- c. Two (2) Omni antennas

There will be a 2x2x8 box on the outside of the West wall of the building where there will be an electrical feed from the building to house our equipment, to allow 24x7 access to building. Sunnyslope site contact will always be informed before we go onsite.

TOWER SITE LEASE AGREEMENT

Page 2 of 5

Notices: Communication regarding the Lease and/or legal matters must be sent via Certified US Mail or overnight delivery to the addresses listed on page 1 of the Lease. Any address change will be communicated, in writing, to Lessor and Lessee by the other party.

Equipment: Installed at location by Razzolink trained technicians.

Maintenance: Lessee will maintain improvements and equipment in proper operating and reasonable safe condition.

Compliance with Laws: Lessee will comply with all applicable laws directly relating to the construction, installation and operation of Lessee's improvements and equipment located on the premises.

Compliance with FCC Rules & Regulations: Lessee agrees to install, maintain, and operate its equipment in accordance with the Federal Communications Rules and Regulations and in accordance with the highest engineering standards prevailing in the communications industry.

Termination: Upon expiration or Termination of the Lease, Lessee agrees to remove all equipment from the Premises and make all repairs to the equipment location site necessary to return the site to like-new condition.

Early Termination: The Lease can be terminated by either party at any time. The party terminating the lease must submit in writing a notification advising the other party of this agreement of their election to terminate this Tower Site Lease Agreement. Within one hundred and eighty (180) days of such termination notification, all equipment shall be removed and all repairs to the equipment location site shall be completed, Lessee agrees to continue paying rent to Lessor for a period of one month after termination.

Termination by Lessor: Lessor shall have the right to terminate this Lease upon any failure or refusal by Lessee to timely perform any duty or obligation of Lessee under this Lease should Lessee fail to remedy such nonperformance within thirty (30) days following written notice from Lessor to Lessee. Notwithstanding the foregoing, should Lessee appoint a receiver or file bankruptcy, Lessor has the right to terminate this Agreement upon ten (10) days written notice to Lessee. Furthermore, if Lessee fails to remedy a monetary default within thirty (30) days following written notice from Lessor to Lessee, Lessor has the right to terminate this agreement immediately.

Termination by Lessee: Lessee shall have the right to terminate this Lease Upon any of the following events:

- a.) If Lessor shall fail or refuse to timely perform any duty or obligation of Lessor under this Lease and Lessor Shall have failed to remedy such nonperformance within thirty (30) days following written notice from Lessee to Lessor.

Assignment: Lessee may not sub-let or assign this Lease without the express written consent of Lessor. Such consent shall not be unreasonably withheld.

Installation Costs: All costs for electrical hookup, installation of equipment, improvements to equipment location are Lessee's sole responsibility.

Access to Site: Lessee shall be given access to the facility on a 24 hour/7 day a week/365 day per year basis (366 on leap years). If access to the roof is required, Lessee will stay off of these parts of the roofs, Valleys where two roof angles come together, ridges where two roof angles come

TOWER SITE LEASE AGREEMENT

Page 3 of 5

together.

Insurance: Lessee agrees to carry commercial general liability insurance with limits of not less than \$1 million per occurrence for bodily injury and property damage liability, Lessor named as additional insured, and proof of insurance certificates to be supplied to Lessor.

Waiver of Subrogation: Lessor and Lessee hereby mutually waive their respective rights of recovery against each other for any loss of, or damage to, either party's property to the extent that such loss or damage is insured by an insurance policy required to be in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer whereby the insurer waives its rights of subrogation against the other party. This provision is intended to waive fully, and for the benefit of the parties hereto, any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier. The coverage obtained by Lessee shall include, without limitation, a waiver of subrogation endorsement attached to the certificate of insurance. The provisions of this Section shall not apply in those instances in which such waiver of subrogation would invalidate such insurance coverage or would cause either party's insurance coverage to be voided or otherwise uncollectible.

Limitation of Liability and Indemnity: Except for damage resulting from the negligence or misconduct of Lessor or its authorized representatives, Lessee agrees to protect, defend (with counsel acceptable to Lessor) and hold Lessor and Lessor's lender(s), partners, employees, representatives, legal representatives, successors and assigns (collectively, the "Indemnitee") harmless and indemnify the Indemnitee from and against all liabilities, damages, claims, losses, judgments, charges and expenses (including reasonable attorneys' fees, costs of court and expenses necessary in the prosecution or defense of any litigation including the enforcement of this provision) arising from or in any way related to, directly or indirectly, Lessee's or Lessee's Representatives' use of the Premises, Property, or the conduct of Lessee's business, or from any activity, work or thing done, permitted or suffered by Lessee in or about the Premises, or in any way connected with the Premises or with the improvements or personal property therein, including, but not limited to, any liability for injury to person or property of Lessee, Lessee's Representatives, or third party persons. Lessee agrees that the obligations of Lessee herein shall survive the expiration or earlier termination of this Lease.

Except for damage resulting from the negligence or misconduct of Lessor or its authorized representatives, Lessor shall not be liable to Lessee for any loss or damage to Lessee or Lessee's property, for any injury to or loss of Lessee's business or for any damage or injury to any person from any cause whatsoever, including, but not limited to, any acts, errors or omissions by or on behalf of any other Lessees or occupants of the Property. Lessee shall not, in any event or circumstance, be permitted to offset or otherwise credit against any payments of Rent required herein for matters for which Lessor may be liable hereunder. To the fullest extent permitted by law, Lessee agrees that neither Lessor nor any of Lessor's lender(s), partners, employees, representatives, legal representatives, successors and assigns shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any person(s) whomsoever who may at any time be using, occupying or visiting the Premises, or the Property.

Right of Entry: Lessor grants Lessee or its agents the right to access it's equipment at all reasonable times for purposes of inspection, repair or alteration. At Lessor's option, Lessee shall at all times have a necessary gate code to get through the main gate. It is further agreed that Lessee

TOWER SITE LEASE AGREEMENT

Page 4 of 5

shall have the right to use any and all means Lessee deems necessary to access their equipment in an emergency, as long as said means does not lead to destruction of Lessor's property. Lessee shall call the Lessor's on call or emergency contact number prior to accessing the site to notify on call staff of intent to access the site. In the event that Lessee requires Lessor to respond to afterhours call for site access, Lessee shall reimburse Lessor for reasonable staff time required to respond.

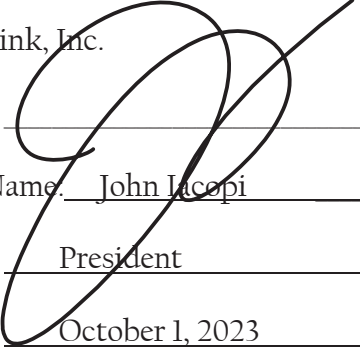
Lessor's Personal Liability: The liability of Lessor to Lessee for any default by Lessor under the terms of this Lease shall be limited to the actual interest of Lessor and its present or future members in the Premises or the Property, and Lessee agrees to look solely to the Premises for satisfaction of any liability and shall not look to other assets of Lessor nor seek any recourse against the assets of the individual owners, or members, managers, partners, directors, officers, shareholders, agents or employees of Lessor; it being intended that Lessor and the individual owners or members, managers, partners, directors, officers, shareholders, agents or employees of Lessor shall not be personally liable in any manner whatsoever for any judgment or deficiency. The responsibility of Lessor under this Lease is defined as allowing a location(s) for equipment to be installed, allowing access to the property under the terms herein and, providing electrical power to equipment (said power installation is the responsibility of the lessor) and the liability for this responsibility is limited to its actual period of ownership of title to the Property, and Lessor shall be automatically released from further performance under this Lease and from all further liabilities and expenses hereunder upon transfer of Lessor's interest in the Premises or the Property or the termination of this agreement. This lease shall be transferred to any heirs or assigns and shall remain in full force unless terminated in a manor stated in one of the sections above.

- Signature Page Follows -

TOWER SITE LEASE AGREEMENT

IN WITNESS WHEREOF, this Lease is executed by the parties as of the Lease Date referenced on page 1 of this Lease.

LESSEE:

Razzolink, Inc.
By: 
Print Name: John Iacopi
Its: President
Date: October 1, 2023

LESSOR:

Sunnyslope Water District

By: _____
Date: _____

Staff Report

Agenda Item: G – 4

DATE: October 13, 2023 (October 17, 2023 Meeting)

TO: Board of Directors

FROM: Drew Lander, General Manager

SUBJECT: Considered Authorizing And Directing The President Of The Board To Sign On Behalf Of The District, The Sewer Treatment And Disposal Agreement Presented, Ratifying A Mutual Agreement Between The City Of Hollister And Sunnyslope County Water District For Sewer Treatment Extended To Only Those Parcels Identified.

RECOMMENDATION:

Make and approve a motion of the board allowing the President of the Board to sign the agreement titled “SUNNYSLOPE WATER SERVICE DISTRICT CONVEYANCE OF WASTEWATER TO THE CITY OF HOLLISTER FOR TREATMENT AND DISPOSAL” on behalf of the District.

BACKGROUND:

Over the past two years the COH has not acted to uphold the Memorandum of Understanding signed in 2016 (MOU2016) by the previous District General Manager and a prior City Manager involving the extension of sewer service from the city sewer treatment plant to customers outside of the city limits. At that time LAFCO staff questioned the compliance of the Memorandum with LAFCO statues. In May of 2022 the Sunnyslope GM requested Board support to pursue a contractual sewer treatment agreement with the City of Hollister to finalize the seemingly unenforceable Memorandum of Understanding and fulfill the intent of the Hollister Urban Area Wastewater Management Plan (HUAWMP) to avoid any new septic systems from being needed within the plan boundary.

The attached agreement is a product of three years of negotiations with the City of Hollister staff. Although this agreement falls short of the original intent discussed with the Board in May of 2022, it has the components necessary to qualify as a contractual relationship between the City and SSCWD, it contains the minimum requirements necessary to provide a pathway for Gavilan College to obtain sewer service and it is enforceable.

Bullet points to be considered:

- This agreement provides conditions for sewer treatment by the City of Hollister for only Gavilan College, Fairview Corners, the Lands of Lee Development and the Cielo Vista neighborhood.
- This agreement requires the payment of the City residential sewer charge by Sunnyslope to the City, at a rate of 100% of the City of Hollister sewer treatment charge and 70% of the calculated collection charge times the number of actual connections made on a monthly basis.
- 100% of the City connection charge will be paid to the City at the time of each connection.
- The City is required to take this agreement to LAFCO for confirmation of its validity prior to it becoming effective.

- If sewer service is not provided to Gavilan College in a timely manner and the College is compelled to install their proposed septic system, then the entire agreement may be voided by the City.
- Although SSCWD holds the responsibility to ensure much of this agreement is upheld, there is no part of this agreement that requires SSCWD to perform, to guarantee sewer to any of the developments identified or to ensure that sewer service is extended. SSCWD is operating solely in good faith as both an environmental steward of our service boundaries and as a community leader in fulfilling the community desire to ensure that the public funds of the Gavilan College community approve bonds are not spent on a septic system that will not bring value to the College or the community.
- Each development will be required to sign an indemnification agreement with SSCWD, sign a no contest annexation agreement for future annexation into the city and to install all improvements and pay all city connection fees due at the time of connection.

Due to the complexity of the agreement, it is incumbent upon each board member to review it and to discuss any concerns during the public hearing.

FINANCIAL IMPACT:

The complete fiscal impact of the proposed sewer collection service area (when fully built out) that will become the responsibility of the district is estimated to be \$150,000 annually but the final calculations will not be completed until next month. This new service area will include approximately 400 new connections. The Cielo Vista neighborhood consists of 80 units which have been in operation for 30+ years. Cielo Vista will require the most maintenance initially but the management of sewer collection system on average will require an estimated \$32 per month. Sunnyslope will propose rates thru the 218 rate setting process and adopt collection charges that cover both the City demand for payment as well as any additional charges needed by Sunnyslope to ensure that an exceptional level of service will be provided to this service area. Each additional connection will provide revenue to cover district maintenance staff and billing.

New sewer connections will be required to pay a connection fee to the city at the time of connection.

ENVIRONMENTAL IMPACT:

The EIR completed in 2011 for the HUAWMP lays out the benefits of operating a regional wastewater treatment facility and also includes the benefits and mitigations associated with wastewater reclamation. The effective area of the HUAWMP is defined in the documents and includes the City of Hollister and the Sunnyslope Water District service boundary. Compliance with the HUAWMP fulfills the original EIR for the design and operation of the City of Hollister regional treatment facility. All subdivisions included in this agreement are responsible for their own EIR compliance to be approved for construction.

ATTACHMENTS:

Agreement titled - SUNNYSLOPE WATER SERVICE DISTRICT CONVEYANCE OF WASTEWATER TO THE CITY OF HOLLISTER FOR TREATMENT AND DISPOSAL

SUNNYSLOPE WATER SERVICE DISTRICT CONVEYANCE OF WASTEWATER TO THE CITY OF HOLLISTER FOR TREATMENT AND DISPOSAL

This Agreement is made and entered into on _____, 2023, by and between the City of Hollister (City), a municipality formed pursuant to the laws of the State of California, and Sunnyslope County Water District (District), a special district formed pursuant to the laws of the State of California (collectively, Parties).

RECITALS

WHEREAS, in accordance with Title 13, Chapter 13.04 of the City Code of Ordinances, the City provides domestic, commercial, and industrial wastewater collection and treatment services to customers within City boundaries (Sewer System Service Area) and receives wastewater flow from areas outside City limits; and

WHEREAS, in accordance with the County Water District Law (Wat. Code, § 30000), District operates a domestic wastewater treatment plant and provides residential and commercial water and wastewater services to residents within a portion of City boundaries and within unincorporated areas of San Benito County; and

WHEREAS, the City and District have authority to enter into this agreement pursuant to City Code of Ordinances Title 13.04, articles I – IX, and Water Code section 31100; and

WHEREAS, the City and District entered into a Billing and Collection Agreement on April 16, 2007, authorizing the District to collect service charges and related fees from customers on behalf of the City for wastewater collection and treatment services at the same time that the District collects District water charges; and

WHEREAS, Gavilan College, a public community college, is the owner of property outside of the City Sewer System Service Area and within the District water service area in unincorporated San Benito County, and is in the process of developing the property for residential and commercial purposes; and

WHEREAS, Gavilan College requested City wastewater collection and treatment services for its development property in San Benito County; and

WHEREAS, if Gavilan College's property in San Benito County is not connected to City wastewater collection and treatment services, Gavilan College has informed the City of its intention to construct and use a septic sewer system to provide wastewater treatment for the property; and

WHEREAS, three subdivision projects outside of the City Sewer System Service Area and within the District water service area – Cielo Vista, Fairview Corners, and Lands of Lee (hereinafter, referred to collectively as the "Subdivisions") – have also requested City wastewater collection and treatment services; and

WHEREAS, the District requested a partnership with the City to provide wastewater collection and treatment services within the District's water service area to Gavilan College and the Subdivisions; and

WHEREAS, the City presently has available water treatment and conveyance capacity

to provide wastewater collection and treatment services to Gavilan College and the Subdivisions in partnership with the District; and

WHEREAS, on August 8, 2023, the City Council directed City staff to pursue a partnership with the District to provide wastewater collection and treatment services to Gavilan College and the Subdivisions; and

WHEREAS, acceptance by the City of the wastewater from Gavilan College and the Subdivisions will only occur if Gavilan College does not construct and/or use a septic sewer system at its property in San Benito County; and

WHEREAS, acceptance by the City of the wastewater from Gavilan College and the Subdivisions will only occur if and when the San Benito County Local Agency Formation Commission (LAFCo) approves the extension of City and/or the District services outside their respective jurisdictional boundaries.

AGREEMENT

NOW, THEREFORE, it is hereby agreed by the Parties as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein.
2. Wastewater Collection and Treatment. The Parties intend to undertake the construction, operation, and maintenance of a system for the collection and treatment of wastewater from Gavilan College and the Subdivisions.
 - a. Wastewater to be collected for treatment pursuant to this Agreement shall be limited only to Gavilan College and the Subdivisions, as defined and described by the assessor parcel numbers (APNs) in Exhibit A, attached hereto. The Parties shall update Exhibit A, as needed, to reflect all current APNs recorded with the San Benito County Recorder.
 - b. The City shall require the owner(s) of each APN identified in Exhibit A to consent to future annexation into the City and to waive any protest to future annexation as a condition for receipt of City wastewater collection and treatment services in partnership with the District.

The District shall construct or oversee construction of, operate, and maintain the system for the collection from only those parcels identified in Exhibit A to the connection to the City's existing wastewater collection system (District Collection System) unless and until the City annexes all or some of the APNs identified in Exhibit A.

If or when the City annexes all or some of the APNs identified in Exhibit A, the City may, at its sole discretion, assume ownership to operate and maintain those portions of the annexed collection system. At that time, the District shall dedicate to the City, at no cost to the City, those portions of the District Collection System that are necessary for the City to serve any and all annexed parcels.

- c. At its own expense, the District shall install any necessary connection(s) to the City wastewater system. The District shall not connect to or use City wastewater

collection and treatment system facilities without first receiving any necessary permit/written authorization from the Public Works Director. The connection(s) to the City sewer system, and any related facilities or equipment, shall be located at a point(s) approved by the City Public Works Director. Any such connection must be designed by a professional engineer licensed in California. Construction of a connection to the City wastewater system shall conform to the building and plumbing codes of the City and the standards and standard specifications of the City in effect at the time such connection is constructed and installed. Any deviation from such codes, procedures, materials, and/or standards must be approved by the City Public Works Director prior to connection and installation. The City shall have the right to approve the plans for and inspect the construction of any connection to the City wastewater system. Upon final completion of any connection, the City shall inspect the connection and shall either: (1) notify the District in writing that the connection is acceptable as constructed; or (2) if reasonable cause exists for doing so, notify the District in writing that the connection is not acceptable as constructed, stating in detail the reasons therefor.

- d. The District shall be responsible for all environmental impact analysis and mitigation pursuant to the California Environmental Quality Act (CEQA) and National Environmental Protection Act (NEPA) related to the construction, operation, and maintenance of the District Collection System and connection to the City wastewater collection system.
 - e. In the event of a wastewater spill from the District Collection System, the City shall not be responsible for any related spill response, reporting, testing, and fines or penalties occurring outside of its City limits.
3. Fees and Payment. The District shall collect all fees and charges for wastewater collection and treatment (City's Charges) on behalf of the City as provided herein. City's Charges shall include, but are not limited to, connection fees, service charges, and collection charges.
- a. The District shall pay the City 100 percent of the treatment charge of the City's treatment rate applicable at the time of connection and as adjusted from time to time.
 - b. The District shall pay seventy percent (70%) of the collection charge of the City's collection rate applicable at the time of connection and as adjusted from time to time.
 - c. The District shall make payments to the City of all City's charges regardless of collection status, as provided herein.
 - d. The District shall provide to the City a list of all new wastewater service users connected to the wastewater system after execution of this Agreement and shall provide monthly reports that identify the name, address, and number of new users enrolled within that month.
 - e. The District shall allow the City auditors reasonable access to District financial records in order to discharge their statutory and contracted audit duties and shall

give permission for free exchange of information between the appointed auditors.

- f. The District shall allow the City reasonable access to the District's customer database and all details therein, and the District shall cooperate with any requests from the City to use the database for purposes consistent with this agreement.
 - g. No later than the 20th of each month, the District shall make payment to the City of all City's Charges collected the previous month.
4. Quality of Wastewater. The District agrees that the wastewater delivered to any point of connection to the City's wastewater collection and treatment system shall not adversely impact the City's treatment process, its ability to use wastewater effluent, or its compliance with its Waste Discharge Requirements (WDR) permit. If wastewater delivered to the City from the District Collection System causes the City to exceed its long-term average limits for TDS, chloride, sulfate, sodium, boron, or any other limits prescribed in the City's WDR and such failure materially adversely affects the City, the District shall correct the situation to the best of its ability and shall be responsible for any associated penalties issued to City due to the District Collection System flows.
5. Quantity of Wastewater. The District shall be responsible for ensuring that the City has sufficient capacity at all times to accept wastewater from any and all connections from Gavilan College and the Subdivisions. The City shall provide the District current information regarding the capacity of the City's wastewater collection and treatment system. The District shall provide the City with current information regarding current and, if available, projected wastewater volumes from Gavilan College and Subdivisions.
6. Cooperation and Information Sharing. The Parties agree to work cooperatively and in good faith to implement this Agreement. Each Party agrees to provide to the other all pertinent data, previous studies, and related information necessary for the design, construction, completion, operation, and maintenance of the system for the collection and treatment of wastewater described herein.
7. LAFCo Approval. Prior to construction of any connection(s) or use of the City's wastewater system pursuant to this Agreement, the City must apply to and receive written approval from LAFCo pursuant to Government Code section 56133 for the provision of wastewater services for the parcels identified in Exhibit A. Failure to obtain LAFCO approval for the provision of wastewater services to the parcels included in the Lands of Lee subdivision or parcels of the Cielo Vista Neighborhood shall not preclude construction of connection(s) and use of the City's wastewater system pursuant to this Agreement for Gavilan College and the Fairview Corners Subdivision, if LAFCO approval for Gavilan College, and Fairview Corners is approved.
8. Effective Date and Term. This Agreement is effective upon duly authorized execution by all Parties. The Agreement shall terminate upon the occurrence of one or more of the following:
 - a. Gavilan College constructs and/or uses a septic system for disposal of wastes at its property in San Benito County.
 - b. San Benito County LAFCo disapproves or fails to take action on the City's

application to provide services pursuant to Government Code section 56133.

- c. No connection to the City wastewater system is made within two years from the Effective Date of this Agreement. The Parties may agree to an extension in writing for the time to construct such a connection.
 - d. The City provides written notice to the District specifying the date of termination of this Agreement, which shall not be less than 90 (ninety) days after giving such notice. After sewer connection has been made to the City, this Agreement shall not be terminated except for Default.
 - e. Default of the District. The District's failure to comply with the provisions of this Agreement shall constitute a default. If such failure by the District arises out of causes beyond the District's control, and without fault or negligence of the District, it shall not be considered a default. If the District is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve upon the District a 90 (ninety) day written Notice of Default. In the event the District fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.
9. Counterparts. This Agreement may be signed in counterparts and shall have the same force and effect as if all signatures existed on the same document.
 10. No Third-Party Beneficiary. The only parties to this Agreement are the City and the District and their respective successors-in-interest. There are no third-party beneficiaries, and this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person whatsoever.
 11. Additional Agreements. The Parties acknowledge that the District may enter into one or more agreements with Gavilan College and the Subdivisions for the provision of wastewater collection and treatment services consistent with the terms herein. The District shall provide any such agreement to the City for the City's review and approval of the terms of any such agreement before execution. The City shall delegate authority to the City Manager to conduct the City's review and approval pursuant to this term. Upon review, the City Manager shall either: (1) notify the District in writing that the agreement terms are acceptable; or (2) if reasonable cause exists for doing so, shall notify the District in writing that one or more terms are not acceptable, stating in detail the reasons therefor.
 12. Assignment. Neither this Agreement, nor any duties or obligations under this Agreement, shall be assigned, transferred, or sold by either Party.
 13. Indemnification.
 - a. The District shall defend, indemnify, and hold harmless the City and its officers, employees and agents from any and all judgments, claims, liabilities, losses, costs, damages and expenses whatsoever (including attorneys' fees and expenses) resulting from or arising from any of the following:

- i. Construction and/or use of a septic system by Gavilan.
 - ii. San Benito County LAFCo's disapproval or failure to take action on the City's application to provide services to all or some of the parcels identified in Exhibit A.
 - iii. The expiration of this Agreement prior to the construction of any connection to the City wastewater collection and treatment system.
 - iv. The District's activities with respect to construction, operation, and maintenance of the connection to the City's wastewater treatment and collection system and/or performance of its responsibilities hereunder.
- b. The City shall defend, indemnify, and hold harmless the District and its officers, employees and agents from any and all judgments, claims, liabilities, losses, costs, damages and expenses whatsoever (including attorneys' fees and expenses) resulting from or arising from the City's activities with respect to its operation of its wastewater treatment and collection system and/or performance of its responsibilities hereunder.

14. Notice. All notices, consents, approvals, requests, demands, and other communications (Notice) that the Parties are required to or desire to serve upon or deliver to the other Party shall be by certified mail, addressed as set forth below:

If to the City: City of Hollister
 Attn: City Manager
 375 Fifth Street
 Hollister, CA 95023

If to the District: Sunnyslope County Water District
 Attn: General Manager
 3570 Airline Hwy
 Hollister, CA 95023

The foregoing addresses may be changed by Notice given in accordance with this Section. Any Notice sent by certified mail shall be deemed complete on the day the certified mail receipt is signed.

15. Dispute Resolution.

- a. Settlement by Mutual Agreement. The Parties desire that this Agreement operate between them fairly and reasonably. If during the term of this Agreement a dispute arises between the Parties, or one Party perceives the other as acting unfairly or unreasonably, or a question of interpretation arises hereunder, then the Parties shall cause their respective representatives to promptly confer and exert their good faith efforts to reach a reasonable and equitable resolution of the issue. If the Parties' representatives are unable to resolve the issue within ten (10) business days, the matter shall be referred within two (2) business days of the lapse of such period to the Parties' responsible officers for resolution. No

Party shall seek resolution by mediation of any dispute arising in connection with this Agreement until all Parties' responsible officers, who shall be identified by each Party from time to time, have had at least ten (10) business days to resolve the dispute following referral of the dispute to such responsible officers. If the Parties fail to settle such dispute within such period (including a failure to identify their respective responsible officers and make necessary referrals within such period), the provisions of Section 15.b shall apply unless the Parties agree that the dispute is to be resolved according to the provisions of Section 15.c.

- b. Mediation. If a dispute under this Agreement is not resolved by the Parties pursuant to Section 15.a, upon the request of any Party, the Parties shall try in good faith to settle the dispute by nonbinding mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. Unless otherwise agreed upon by the Parties, the mediation shall be held in San Benito County, California. Each Party will bear the cost and expense of preparing and presenting its own case, including its own attorney's fees and costs of witnesses. Payment of the mediator and other costs and expenses of the mediation will be divided equally on a per-Party basis.
 - c. Litigation. If a dispute under this Agreement is not resolved by the Parties pursuant to Section 15.b within sixty (60) days from the date on which a Party first requested mediation, then either Party may seek to resolve such dispute through litigation.
16. Entire Agreement. This Agreement contains the entire understanding of the Parties related to their interests, obligations, and rights in connection with the subject matter set forth herein. All prior communications, negotiations, stipulations, and understandings, whether oral or written, are of no force or effect, and are superseded, except as referenced herein.
17. Modifications. This Agreement can only be modified by a written instrument executed by both Parties.
18. Severability. Invalidation of any of the provisions contained in this agreement, or of the application thereof to any Party by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other Party and said agreement shall remain in full force and effect except for the invalidated provision.
19. Governing Law. This Agreement shall be interpreted and enforced pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the Parties have executed this Agreement on and as of the date as follows:

CITY OF HOLLISTER
DISTRICT
Mayor

SUNNYSLOPE COUNTY WATER
Board President

By: _____
Mia Casey

By: _____
Dorothy Brown

Date: _____

Date: _____

APPROVED AS TO FORM:
City of Hollister Counsel

By: _____
Michelle Chester

Date: _____

EXHIBIT A
ASSESSOR PARCEL NUMBERS

GAVILAN COLLEGE ASSESSOR PARCEL NUMBERS

- 025-190-070-000
- 025-190-069-000

FAIRVIEW CORNERS ASSESSOR PARCEL NUMBERS

- 025-190-068-000

LANDS OF LEE ASSESSOR PARCEL NUMBERS

- 025-320-004-000

CIELO VISTA ASSESOR PARCEL NUMBERS

020-760-001-000
020-760-002-000
020-760-003-000
020-760-004-000
020-760-005-000
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020-760-007-000
020-760-008-000
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020-780-028-000

Staff Report

Agenda Item: G – 5

DATE: October 13, 2023 (October 17, 2023 Meeting)

TO: Board of Directors

FROM: Drew Lander, General Manager

SUBJECT: Considered Authorizing And Directing The Board President To Sign A Resolution Authorizing The General Manger To File A Financial Assistance Application With The Department Of Water Resources On Behalf Of Best Road Mutual Water Company (BRMWC).

RECOMMENDATION:

Make and approve a motion of the board allowing the President of the Board to sign Resolution #595 authorizing the General Manger to file a financial assistance application with the Department of Water Resources on Behalf of BRMWC.

BACKGROUND:

Over the past year Sunnyslope staff have taken part in a grant writing process together with BRMWC to obtain funding needed to consolidate water services. Best Road Water has severely impacted water quality that often does not meet Department of Drinking Water standards. Iron Bacteria is present, along with arsenic and elevated water hardness.

To date a grant has been allocated to BRMWC for the consolidation of the water systems in the amount of \$2.1M. As part of the water consolidation and annexation process additional planning and design needs to occur but the Department of Water Resources requires the attached resolution to allow Sunnyslope to submit an application to obtain additional funding and to begin the process to acquire the funding of the currently approved grant.

FINANCIAL IMPACT:

This application does not have a direct financial impact, but it allows the district to pursue the grant monies needed to continue the consolidation process previously explained to the Board.

ENVIRONMENTAL IMPACT:

This application is not subject to CEQA. All construction activities pursued will require CEQA determinations prior to approval of the construction projects.

ATTACHMENTS:

Resolution #595

RESOLUTION NO. 595

A RESOLUTION OF THE BOARD OF DIRECTORS OF SUNNYSLOPE COUNTY WATER DISTRICT AUTHORIZE THE GENERAL MANAGER TO SIGN AND FILE A FINANCIAL ASSISTANCE APPLICATION

WHEREAS, the General Manager has presented in the regularly scheduled board meeting on October 17, 2023 the intent of the Best Road Mutual Water Company (BRMWC) Water System Consolidation Project; and

WHEREAS, the Sunnyslope County Water District (SSCWD) Board has heard and understands the severity of the water quality problems within the BRMWC service area and demonstrates support to consolidate water services with BRMWC; and

WHEREAS, the Board does not object to the pursuit of annexation of the BRMWC service boundaries to be consolidated with SSCWD; and

WHEREAS, after a public hearing and discussion the board accepts the staff recommendation to pursue a Financial Assistance Agreement with the State Water Resources Control Board.

NOW, THEREFORE, BE IT RESOLVED that _____ Board of Directors _____ of the _____ Sunnyslope County Water District _____ (the "Entity") hereby declares the following:

The _____ General Manager _____ (the "Authorized Representative") or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of Best Road Mutual Water Company Water System Consolidation Project (the "Project").

This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the Board of Directors of the Sunnyslope County Water District held on October 17, 2023.

AYES:

NAYS:

ABSTAIN:

ABSENT:

SUNNYSLOPE COUNTY WATER

DISTRICT

Signed: _____

Dee Brown, President

(S E A L)

ATTEST:

Drew A. Lander, General Manager/Secretary of the Board of Directors