



Sunnyslope County Water District

BOARD OF DIRECTORS

REGULAR MEETING

District Office Board Room/Teleconference



3570 Airline Hwy., Hollister, CA

NOTICE & AGENDA

APRIL 23, 2024

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/83216038029?pwd=I7K47iHKhB1G4cL2xHdn4caN03i3Cb.1>

Passcode: SSCWD

Or Telephone: Dial + 1 (669) 444-9171 and when prompted enter Meeting ID: 832 1603 8029

Dial in Passcode: 130723

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 Mauro _____, Vice-President Parker _____,

Director Brown _____, Director Alcorn _____, and Director Buzzetta _____.

REGULAR SESSION

B. PLEDGE OF ALLEGIANCE

C. 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.

D. 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 be called upon to speak. No action may be taken by the Board during the public comment period.

E. CONSENT AGENDA – Members of the Board and/or members of the public may 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 Special Board Meeting

- March 19, 2024 (page 1)

2. Receive and Accept Allowance of Claims for Disbursements from March 1, 2024, Through March 31, 2024. (page 08)

3. Receive and Accept Associate Engineer Monthly Status Report – (March Report not Available)

4. Receive and Accept Finance Manager Monthly Status Reports:
 - a) Narrative Report (page 12)
 - b) Operation Summary (page 19)
 - c) Statement of Income (page 22)
 - d) Investment Summary (page 24)
 - e) Board Designated Reserves (page 25)
5. Receive and Accept Superintendent Monthly Status Reports:
 - a) Maintenance (page 26)
 - b) City Meter Reading (page 34)
 - c) Groundwater Level Measurement (page 35)
6. Receive and Accept General Manager Monthly Status Report. (page 36)

F. 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. Consider Adopting Resolution No. 599 Proclaiming May 2024, As “Water Awareness Month” (Not A Project Under CEQA Per Article 20, Section 15378.) (page 38)
2. Consider Adoption Of Resolution No. 600 Ordering A District Election, Requesting The County Of San Benito To Conduct The Election, And Authorizing Payment For The Cost Of The Election To Be Budgeted At \$50,000. (Not A Project Under CEQA Per Article 20, Section 15378). (page 41)
3. Consider Approval of Resolution No. 601 and Authorize the President to Sign an Agreement for Water and Sewer Facilities and Service for the Fairview Corners Development (CEQA Certified MND) (page 47)
4. Consider Approval Of Resolution No. 602 Adopting Guidelines For The Submission And Tabulation Of Protests In Connection With Fee And Charge Hearings Pertaining To The Cielo Vista Sewer Service Area. (page 50)
5. Consider Approval Of New Principal Engineer Job Description, Salary Structure, Modified Organization Chart, And The Retirement Of The Plant Electrician/Instrumentation Technician Position. (page 56)

6. Authorize The General Manager To Contract with Wallace Group For Professional Services To Provide Project Management For The San Benito County Water Agency Consolidation (Phase 2), not to exceed \$3,050,000. (Not A Project Under Ceqa Per Article 20, Section 15378)
(page 66)

G. STATUS REPORT

1. Governance Committee (JB, MA) – (No Meeting)
2. Water / Wastewater Committee (DB, JP) – (No Meeting.)
3. Finance Committee (JB, EM) – (No Meeting.)
4. Policy and Procedure Committee (JP, MA)– (No Meeting)
5. Personnel Committee (EM, DB) – (Meeting held April 9, Recommendation presented for Board Consideration.)
6. Water Resources Association of San Benito County (MA, Alt. JP) – (Meeting held April 4)

H. BOARD and STAFF REPORTS

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

I. FUTURE AGENDA ITEMS

1. Rate model Review and Acceptance Special Meeting Required

J. 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 – May 28, 2024 @ 5:15 p.m., District Office

AGENDA DEADLINE: May 22, 2024 @ 12:00 p.m.

Future Scheduled Committee Meetings

Water Resources Association of San Benito County – June 6, 2024 @ 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
March 19th, 2024

A. CALL TO ORDER: The meeting was called to order at 4:32 p.m. by President Mauro, at the Sunnyslope County Water District office, 3570 Airline Highway, Hollister, California.

ROLL CALL: Present in Person: President Edward Mauro (EM), Vice President James Parker (JP), Director Dee Brown (DB), Director Jerry Buzzetta (JB), Director Michael 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. Labor Negotiation Discussion (§ 54957)

Request to Open Contract Negotiations with Collective Bargaining Unit

2. Conference with Legal Counsel (§ 54957)

Potential Litigation Pertaining to Urban Area Water Supply and Treatment Agreement

President Mauro retired to closed session at 4:35 p.m. and upon returning to the regular session, moved to take a brief recess at 5:24p.m. The meeting was reconvened to open session at 5:30p.m.

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

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

1. Labor Negotiation Discussion (§ 54957)

Attorney Michael Laredo reported that the board discussed appointment of a lead negotiator and directed DeLay & Laredo to act as the lead negotiator for the district to conduct negotiations with the collective bargaining unit.

2. Conference with Legal Counsel (§ 54957)

General Status Discussion, no reportable action taken.

F. APPROVAL OF AGENDA: President Mauro requested a motion to approve the agenda. Director Alcorn motioned to approve the agenda, seconded by Director Parker, for which President Mauro then took a roll call vote as follows: (DB), yes; (JB), yes; (MA), yes; (JP), yes; and (EM), 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, Executive Assistant/Stenographer Madison Koester, Water/ Wastewater Superintendent Jose Rodriguez, Finance and HR Manager Barry Kelly.

H. CONSENT AGENDA:

1. Approval of Minutes for:

Special Board Meeting of February 27th, 2024.

Special Board Meeting of March 12th, 2024 – Director Alcorn asked that the minutes reflect that he arrived late to the meeting but that he was in attendance at the March 12th meeting. This request was supported by the board and with this amendment the item was included in the Consent Agenda approval.

2. Allowance of Claims – The Board reviewed the Disbursement Summary (below) for the period of February 1, 2024 through February 29, 2024, totaling \$1,721,712.41 which includes \$531,134.96 for payments to vendors, \$255,581.17 for Payroll, \$448,919.68 paid to the City of Hollister for collection of City sewer billings (net of our fees), and \$1,898.88 for customer refunds.

| <u>Date</u> | <u>Number</u> | <u>Name</u> | <u>Amount</u> |
|-------------|---------------|---|---------------|
| 02/02/2024 | 52172 | ACC Business | \$1,343.14 |
| 02/02/2024 | 52173 | AT&T | \$1,037.23 |
| 02/02/2024 | 52174 | Brenntag Pacific, Inc. | \$7,042.08 |
| 02/02/2024 | 52175 | Hollister Auto Parts, Inc. | \$150.57 |
| 02/02/2024 | 52176 | Meter, Valve & Control | \$3,078.63 |
| 02/02/2024 | 52177 | Mission Uniform Service | \$501.57 |
| 02/02/2024 | 52178 | Petty Cash | \$90.00 |
| 02/02/2024 | 52179 | Ridgemark Homeowners Association | \$105.00 |
| 02/02/2024 | 52180 | San Benito County Water District | \$484,177.72 |
| 02/02/2024 | 52182 | USA Blue Book | \$974.30 |
| 02/02/2024 | 52183 | UWUA Local 820 | \$784.72 |
| 02/02/2024 | 52184 | VEOLIA WTS Analytical Instruments, Inc | \$7,025.43 |
| 02/02/2024 | 52185 | Wright Bros. Welding & Sheet Metal, Inc. | \$217.89 |
| 02/05/2024 | ACH2788 | Principal | \$3,380.16 |
| 02/05/2024 | ACH2789 | P G & E | \$25,193.24 |
| 02/06/2024 | ACH2790 | iCloud | \$12,762.15 |
| 02/08/2024 | 52186 | DiBuduo & DeFendis Insurance Brokers, LLC | \$3,116.04 |
| 02/08/2024 | 52187 | LARRY & BARBARA HOPPE | \$67.77 |
| 02/08/2024 | 52188 | JOYCE & DAVID MACHADO | \$258.10 |
| 02/08/2024 | 52189 | SHIVARAJ MALLALLI & MARSHINI RAO | \$135.81 |
| 02/08/2024 | 52190 | SEATEC UNDERGROUND UTILITIES, | \$410.84 |
| 02/08/2024 | 52191 | ANDERSON HOMES, | \$402.40 |
| 02/09/2024 | ACH2791 | ADP | \$2,221.35 |
| 02/09/2024 | JN00546 | Net Pay | \$67,906.73 |
| 02/09/2024 | JN00546 | Total Tax | \$17,388.73 |
| 02/13/2024 | 52192 | Ace Hardware (Johnson Lumber Co.) | \$494.15 |
| 02/13/2024 | 52193 | Brenntag Pacific, Inc. | \$5,960.75 |
| 02/13/2024 | 52194 | Brigantino Irrigation | \$122.99 |
| 02/13/2024 | 52195 | City of Hollister-Finance Dept | \$448,919.68 |
| 02/13/2024 | 52196 | Clean Brothers | \$150.00 |
| 02/13/2024 | 52197 | CM Analytical, Inc. | \$14,225.00 |
| 02/13/2024 | 52198 | EBCO Pest Control | \$75.00 |
| 02/13/2024 | 52199 | Edges Electrical Group, LLC | \$45.34 |
| 02/13/2024 | 52200 | exceedio | \$15,035.30 |
| 02/13/2024 | 52201 | Hollister Auto Parts, Inc. | \$71.70 |
| 02/13/2024 | 52202 | Interstate Battery System of San Jose Inc | \$156.74 |
| 02/13/2024 | 52203 | John Smith Road Landfill | \$2,099.40 |

| | | | |
|------------|---------|--|-------------|
| 02/13/2024 | 52204 | Mc Master-Carr | \$67.61 |
| 02/13/2024 | 52205 | Mission Uniform Service | \$457.76 |
| 02/13/2024 | 52206 | O'Reilly Auto Parts | \$56.31 |
| 02/13/2024 | 52207 | Recology San Benito County | \$342.91 |
| 02/13/2024 | 52208 | RJR Recycling | \$2,000.00 |
| 02/13/2024 | 52209 | San Benito Engineering & Surveying Inc. | \$4,960.00 |
| 02/13/2024 | 52210 | San Benito Tire Pros & Automotive | \$937.26 |
| 02/13/2024 | 52211 | Toro Petroleum Corp. | \$2,128.23 |
| 02/13/2024 | 52212 | U.S. Bank Corporate Payment Systems | \$6,201.87 |
| 02/13/2024 | 52213 | ULINE | \$461.94 |
| 02/13/2024 | 52214 | Unified Truck Services | \$300.00 |
| 02/13/2024 | 52215 | William K Boltz | \$102.57 |
| 02/13/2024 | 52216 | Wright Bros. Welding & Sheet Metal, Inc. | \$471.84 |
| 02/14/2024 | ACH2792 | CalPERS - Retirement | \$23.08 |
| 02/14/2024 | ACH2793 | Colonial Life | \$1,922.76 |
| 02/14/2024 | ACH2794 | CalPERS - Retirement | \$7,977.46 |
| 02/14/2024 | ACH2795 | CalPERS - Retirement | \$8,400.39 |
| 02/14/2024 | ACH2796 | Nationwide Retirements Solutions | \$8,840.53 |
| 02/15/2024 | ACH2797 | Sterling Administration Health | \$14.58 |
| 02/16/2024 | ACH2798 | Sterling Administration Health | \$10.00 |
| 02/20/2024 | ACH2799 | Sterling Administration Health | \$100.00 |
| 02/20/2024 | ACH2800 | Sterling Administration Health | \$1,596.00 |
| 02/21/2024 | 52217 | A-1 Services | \$403.00 |
| 02/21/2024 | 52218 | Ace Hardware (Johnson Lumber Co.) | \$179.10 |
| 02/21/2024 | 52219 | Auto Tech Service Center, Inc. | \$260.00 |
| 02/21/2024 | 52220 | Brenntag Pacific, Inc. | \$9,910.78 |
| 02/21/2024 | 52221 | Brigantino Irrigation | \$123.19 |
| 02/21/2024 | 52222 | Calcon System, Inc. | \$1,690.00 |
| 02/21/2024 | 52223 | Calgon Carbon Corporation | \$71,697.79 |
| 02/21/2024 | 52224 | Central Ag Supply LLC | \$1,413.00 |
| 02/21/2024 | 52225 | Charles P. Crowley Company, Inc. | \$489.08 |
| 02/21/2024 | 52226 | Corbin Willits Systems, Inc. (MOM's) | \$150.00 |
| 02/21/2024 | 52227 | De Lay & Laredo | \$6,275.00 |
| 02/21/2024 | 52228 | DXP Enterprises, Inc. | \$592.97 |
| 02/21/2024 | 52229 | exceedio | \$8,410.00 |
| 02/21/2024 | 52230 | Hach Company | \$4,955.69 |
| 02/21/2024 | 52231 | J M Electric | \$334.00 |
| 02/21/2024 | 52232 | Mission Uniform Service | \$947.38 |
| 02/21/2024 | 52233 | Municipal Maintenance Equipment | \$2,145.45 |
| 02/21/2024 | 52234 | MuniQuip, LLC | \$2,685.48 |
| 02/21/2024 | 52235 | Star Concrete | \$262.20 |
| 02/21/2024 | 52236 | State Water Resources Control Brd-WWOPCP | \$110.00 |
| 02/21/2024 | 52237 | Toro Petroleum Corp. | \$2,052.50 |
| 02/21/2024 | 52238 | TPO | \$175.00 |
| 02/21/2024 | 52239 | Trans Union LLC | \$219.10 |
| 02/21/2024 | 52240 | Troy Quick | \$108.25 |
| 02/21/2024 | 52241 | Unified Truck Services | \$992.13 |
| 02/21/2024 | 52242 | USA Blue Book | \$153.89 |
| 02/21/2024 | 52243 | Wienhoff Drug Testing | \$75.00 |
| 02/21/2024 | 52244 | Wistex II LLC | \$5,840.00 |
| 02/21/2024 | ACH2801 | ADP | \$236.30 |
| 02/23/2024 | JN00547 | Net Pay | \$66,242.02 |
| 02/23/2024 | JN00547 | Total Tax | \$17,460.94 |

| | | | |
|------------|---------|--|-------------|
| 02/26/2024 | 52261 | GURBACHMAN MANN | \$257.95 |
| 02/26/2024 | 52262 | SEVENTH-DAY ADVENTISTS | \$267.46 |
| 02/26/2024 | 52263 | CHARLES/NICOLE BELLEMARE | \$28.32 |
| 02/26/2024 | 52264 | ADRIANA BURKE | \$29.70 |
| 02/26/2024 | 52265 | GABRIELA LIZET RUBIO | \$40.53 |
| 02/26/2024 | ACH2802 | CalPERS - Retirement | \$23.08 |
| 02/26/2024 | ACH2803 | Sterling Administration Health | \$48.02 |
| 02/26/2024 | ACH2804 | CalPERS - Retirement | \$7,907.70 |
| 02/26/2024 | ACH2805 | CalPERS - Retirement | \$8,382.53 |
| 02/26/2024 | ACH2806 | Nationwide Retirements Solutions | \$8,840.55 |
| 02/26/2024 | ACH2807 | CalPERS - Health Insurance | \$29,115.91 |
| 02/28/2024 | 52246 | Ace Hardware (Johnson Lumber Co.) | \$171.00 |
| 02/28/2024 | 52247 | Badger Meter, Inc. | \$77,858.81 |
| 02/28/2024 | 52248 | Brenntag Pacific, Inc. | \$59,932.93 |
| 02/28/2024 | 52249 | exceedio | \$4,583.54 |
| 02/28/2024 | 52250 | Filmtec Corporation | \$1,361.00 |
| 02/28/2024 | 52251 | Green Line | \$2,490.00 |
| 02/28/2024 | 52252 | InfoSend | \$10,140.46 |
| 02/28/2024 | 52253 | Kruger | \$75,307.63 |
| 02/28/2024 | 52254 | Mission Uniform Service | \$543.58 |
| 02/28/2024 | 52255 | Petty Cash | \$135.00 |
| 02/28/2024 | 52256 | Raftelis Financial Consultants, Inc. | \$11,330.00 |
| 02/28/2024 | 52257 | State Water Resources Control Board-DWPF | \$40,981.56 |
| 02/28/2024 | 52258 | USA Blue Book | \$86.58 |
| 02/28/2024 | 52259 | Verizon Wireless | \$459.58 |
| 02/28/2024 | 52260 | YourMembership.com, Inc | \$299.00 |

-\$1,721,712.41

3. Receive Associate Engineer Monthly Status Report. (February Report Not Available)

Director Buzzetta commented on Item H1 (page 9), the Meeting Minutes from the March 12th, 2024, Special Meeting, that he wanted his absence clarified. Director Buzzetta did not attend the meeting due to him not being notified about it, but this issue has since been resolved with the General Manager and should not cause further problems. Director Alcorn then commented on his attendance for the March 12th meeting, stating that although he missed the tour portion, he was present in person for the strategic planning. President Mauro asked for public comment and upon receiving none, President Mauro requested a motion to approve the consent agenda with the corrections to both Director Buzzetta and Alcorn’s attendance in the meeting minutes of March 12th, 2024. Upon a motion made by Director Brown to approve the Consent Agenda, seconded by Director Parker, for which President Mauro then took a roll call vote as follows: (DB), yes; (JB), yes; (MA), yes; (JP), yes; and (EM) yes; the motion carried 5-0.

I. NEW BUSINESS:

- 1. Consider Identifying And Approving Board Members To Attend The Association Of California Water Agencies Conference (ACWA) And The ACWA/Joint Powers Insurance Authority (JPIA) Meeting May 7 – May 9, 2024, In Person Meeting, Not To Exceed \$3100 Per Attendee. (Not A Project Under CEQA Per Article 20, Section 15378)**

General Manager Lander brings this item to the board yearly in order to give Directors a chance to check their calendars and make arrangements to attend one of the two yearly ACWA conferences. This year the conferences will take place in Sacramento and Palm Desert and \$3,100 per director was calculated as being appropriate funds for attendance and accommodations.

Director Alcorn requested a clarification to the motion that ensures each director will have an allowance of \$3,100 per year to be spent at either ACWA conference.

At this time no directors were available for the Spring ACWA conference, but all of the directors were possibly interested in attending the Fall conference.

President Mauro then asked for any public comment. Upon receiving no public comment, President Mauro requested a motion to approve the item. Director Alcorn made a motion to approve all Board Members to attend either of The Association Of California Water Agencies (ACWA) and The ACWA/Joint Powers Insurance Authority (JPIA) Conferences, In Person Meeting, Not To Exceed \$3100 Per Attendee Per Calendar Year. This motion was seconded by Director Parker for which President Mauro then took a roll call vote as follows: (DB), yes; (JB), yes; (MA) yes; (JP) yes; and (EM), yes; the motion carried 5-0.

2. Consider And Adopt Resolution #599 Detailing Proposed Updates To The Following Policies:

a. Policy # 7100 – Board Meetings, Change Of Regularly Scheduled Board Meeting Day To The 4th Tuesday Of Each Month.

b. Policy # 7060 – Committees Of The Board Of Directors, Creation Of New Standing Committee Named Governance Committee.

General Manager Lander spoke on this item, referencing previous director recommendations as the reason this item was brought to the board for approval. In the January 2024 meeting it was recommended that meetings be moved to the 4th Tuesday of the month, except for the December meetings to avoid the holiday week. This would give our staff more time to ensure accuracy in their staff reports.

Additionally in the January 2024 meeting the Board considered having the Governance Committee become a standalone committee so that there were more opportunities for the Board Members to participate in said committees.

Director Parker commented that he was opposed to changing the schedule in the middle of the year, as now a couple meetings have past and directors may have outside commitments that interfere with being able to attend the monthly meetings.

President Mauro then asked for any public comment. Upon receiving no public comment, President Mauro requested a motion to approve the item. Director Alcorn made a motion to Consider and Adopt Resolution #599 Detailing Proposed Updates to Policy #7100 and Policy #7060. This motion was seconded by Director Brown for which President Mauro then took a roll call vote as follows: (JB), yes; (DB), yes; (MA) yes; (JP) no; and (EM), yes; the motion carried 4-1.

3. Consider pursuing contractual services for professional consultant support to update the SSCWD Strategic plan.

General Manager Lander brought this item to the board to discuss getting an updated strategic plan, since the last formal plan that was adopted ended in 2017. The purpose of

the strategic plan is to encourage expansion in the district and to inform customers of what the District's goals are. Mr. Lander commented that he recently reached out to a firm, Strategy Driver Incorporated, who have worked with other local water districts in successfully completing admirable strategic plans. The estimated cost of the project would be between fifty and a hundred thousand.

Directors had back and forth conversation on the pros and cons of contracting professional services to update the strategic plan at this time. It was agreed that although the directors would like the Corporation to come and give a presentation to discuss the benefits, there are other district projects that should be completed and presented to the board before such a large investment is made in strategic planning.

This item was tabled for a future meeting.

J. BOARD COMMITTEE and STATUS REPORTS

1. **Governance Committee:** (Meeting held March 13 No action taken.)
2. **Water/Wastewater Committee:** (Meeting held Feb. 16, No action taken.)
3. **Finance Committee:** (Meeting held Feb. 16, No action taken.)
4. **Policy and Procedure Committee:** (No meeting)
5. **Personnel Committee:** (Meeting held Feb 16, No action taken.) (Meeting held Feb 22, Recommendation advanced to the March 19th meeting for Board Consideration.)
6. **Water Resources Association of San Benito County (WRA):** (Meeting held Feb. 8, Annual Business Meeting)

K. BOARD and STAFF REPORTS

1. **Directors:** No Report.
2. **District Counsel:** Attorney Michael Laredo reported that a recent court case, Lindke v. Freed, changed the guidelines on public officials being able to block online hecklers and critics. Mr. Laredo did advise the board to seek counsel through him before taking such actions though to make sure all new guidelines are being met.
3. **General Manager:** GM Lander reported that San Benito County Elections will be administering the 2024 elections for the district, there are two seats on the ballot for the year. In addition, Mr. Lander commented on the various projects throughout the district and gave status updates on the grants that are assisting in funding these projects.

L. FUTURE AGENDA ITEMS: Rate Model Review

M. **ADJOURNMENT:** President Mauro adjourned the meeting at 6:29 p.m.

APPROVED BY THE BOARD:

Edward J. Mauro, President

RESPECTFULLY SUBMITTED:

Drew A. Lander, Secretary



Sunnyslope Water District

Disbursement Reports FY 23-24

March 1, 2024 through March 31, 2024

| Date | Num | Name | Amount |
|------------|---------|--|--------------|
| 03/01/2024 | ACH2808 | Sterling Administration Health | \$5.00 |
| 03/05/2024 | ACH2809 | Principal | \$3,274.92 |
| 03/06/2024 | 52266 | ACC Business | \$1,343.14 |
| 03/06/2024 | 52267 | Ace Hardware (Johnson Lumber Co.) | \$190.19 |
| 03/06/2024 | 52268 | AT&T | \$857.38 |
| 03/06/2024 | 52269 | Brenntag Pacific, Inc. | \$7,619.39 |
| 03/06/2024 | 52270 | Bryan Mailey Electric, Inc | \$7,991.54 |
| 03/06/2024 | 52271 | CA Dept. of Tax & Fee Administration | \$3,109.00 |
| 03/06/2024 | 52272 | Clean Brothers | \$150.00 |
| 03/06/2024 | 52273 | Hach Company | \$1,467.41 |
| 03/06/2024 | 52274 | J M Electric | \$3,723.51 |
| 03/06/2024 | 52275 | JNM Automation | \$1,400.00 |
| 03/06/2024 | 52276 | Mission Uniform Service | \$444.47 |
| 03/06/2024 | 52277 | Postal Graphics | \$33.28 |
| 03/06/2024 | 52278 | RJR Recycling | \$1,700.00 |
| 03/06/2024 | 52279 | San Benito County Water District | \$350,543.23 |
| 03/06/2024 | 52281 | Toro Petroleum Corp. | \$1,500.10 |
| 03/06/2024 | 52282 | USA Blue Book | \$491.03 |
| 03/06/2024 | 52283 | Wallace Group | \$10,715.00 |
| 03/06/2024 | ACH2810 | P G & E | \$27,182.50 |
| 03/07/2024 | 52191 | ANDERSON HOMES, | \$241.00 |
| 03/07/2024 | 52284 | DSW FAMILY PARTNERSHIP | \$34.99 |
| 03/07/2024 | 52285 | JUANA LUNA & CHRISTIAN BARAJAS | \$28.34 |
| 03/07/2024 | ACH2811 | iCloud | \$12,761.30 |
| 03/08/2024 | JN00560 | Net Pay | \$75,236.13 |
| 03/08/2024 | JN00560 | Total Tax | \$19,282.29 |
| 03/11/2024 | ACH2812 | Sterling Administration Health | \$168.28 |
| 03/12/2024 | ACH2813 | CalPERS - Retirement | \$23.08 |
| 03/12/2024 | ACH2814 | CalPERS - Retirement | \$7,944.55 |
| 03/12/2024 | ACH2815 | CalPERS - Retirement | \$7,989.40 |
| 03/12/2024 | ACH2816 | Nationwide Retirements Solutions | \$8,840.53 |
| 03/13/2024 | 52287 | Abel Alvarez | \$221.00 |
| 03/13/2024 | 52288 | Ace Hardware (Johnson Lumber Co.) | \$16.38 |
| 03/13/2024 | 52289 | Backflow Apparatus & Valve Co. (BAVCO) | \$123.10 |
| 03/13/2024 | 52290 | Brenntag Pacific, Inc. | \$14,999.85 |
| 03/13/2024 | 52291 | Brigantino Irrigation | \$7.04 |
| 03/13/2024 | 52292 | CM Analytical, Inc. | \$12,338.75 |

Disbursement Reports FY 23-24

| | | | |
|------------|------------|---|-------------|
| 03/13/2024 | 52293 | Hach Company | \$1,643.35 |
| 03/13/2024 | 52294 | ICON Cloud Solutions, LLC | \$4,125.42 |
| 03/13/2024 | 52295 | Iconix Waterworks (US) Inc. | \$688.98 |
| 03/13/2024 | 52296 | Interstate Battery System of San Jose Inc | \$55.86 |
| 03/13/2024 | 52297 | Luis M. Vasquez-Herrera | \$36.97 |
| 03/13/2024 | 5229851481 | Mark Nicholson, Inc. | \$13,636.00 |
| 03/13/2024 | 52299 | Metropolitan Compounds Inc | \$5,872.86 |
| 03/13/2024 | 52300 | Recology San Benito County | \$342.91 |
| 03/13/2024 | 52301 | Rexel | \$5,405.14 |
| 03/13/2024 | 52302 | San Benito County Water District | \$521.50 |
| 03/13/2024 | 52303 | San Benito Engineering & Surveying Inc. | \$2,400.00 |
| 03/13/2024 | 52304 | Simplot Grower Solutions | \$1,193.50 |
| 03/13/2024 | 52305 | State Water Resources Control Brd-WWOPCP | \$110.00 |
| 03/13/2024 | 52306 | TPO | \$281.25 |
| 03/13/2024 | 52307 | U.S. Bank Corporate Payment Systems | \$5,164.24 |
| 03/13/2024 | 52308 | USA Blue Book | \$119.72 |
| 03/13/2024 | 52309 | Water District Jobs | \$145.00 |
| 03/15/2024 | 52284 | DSW FAMILY PARTNERSHIP | \$161.12 |
| 03/15/2024 | ACH2817 | Sterling Administration Health | \$10.00 |
| 03/15/2024 | ACH2818 | Colonial Life | \$1,922.76 |
| 03/15/2024 | ACH2819 | ADP | \$2,221.35 |
| 03/18/2024 | 52312 | A-1 Services | \$1,467.00 |
| 03/18/2024 | 52313 | Ace Hardware (Johnson Lumber Co.) | \$394.31 |
| 03/18/2024 | 52314 | Brenntag Pacific, Inc. | \$13,987.35 |
| 03/18/2024 | 52315 | Brigantino Irrigation | \$193.71 |
| 03/18/2024 | 52316 | De Lay & Laredo | \$5,480.00 |
| 03/18/2024 | 52317 | EBCO Pest Control | \$75.00 |
| 03/18/2024 | 52318 | Hollister True Value | \$76.46 |
| 03/18/2024 | 52319 | ICON Cloud Solutions, LLC | \$252.27 |
| 03/18/2024 | 52320 | InfoSend | \$3,481.48 |
| 03/18/2024 | 52321 | John Smith Road Landfill | \$2,116.70 |
| 03/18/2024 | 52322 | MBS Business Systems | \$709.92 |
| 03/18/2024 | 52323 | Michael Vargas Garcia | \$110.00 |
| 03/18/2024 | 52324 | Mission Uniform Service | \$492.25 |
| 03/18/2024 | 52325 | San Benito County Water District-Pumping | \$4,504.99 |
| 03/18/2024 | 52326 | San Benito Tire Pros & Automotive | \$25.00 |
| 03/18/2024 | 52327 | Shape, Inc. | \$585.92 |
| 03/18/2024 | 52328 | Star Concrete | \$262.20 |
| 03/18/2024 | 52329 | State Water Resources Control Brd-WWOPCP | \$110.00 |
| 03/18/2024 | 52330 | Sterling Administration Health | \$252.00 |

Disbursement Reports FY 23-24

| | | | |
|------------|------------|--------------------------------------|---------------------|
| 03/18/2024 | 52331 | Trans Union LLC | \$281.15 |
| 03/18/2024 | 52332 | USA Blue Book | \$301.36 |
| 03/18/2024 | 52333 | UWUA Local 820 | \$738.56 |
| 03/18/2024 | 52334 | Wienhoff Drug Testing | \$70.00 |
| 03/20/2024 | ACH2820 | Sterling Administration Health | \$200.00 |
| 03/21/2024 | JN00561 | Net Pay | \$64,726.35 |
| 03/21/2024 | JN00561 | Total Tax | \$17,066.49 |
| 03/22/2024 | 51161 | HERBERT EDWARD BOWEN IV | \$194.49 |
| 03/22/2024 | 52335 | MYUNG CHIPLEY | \$22.00 |
| 03/22/2024 | 52337 | DANIEL GUERRERO | \$247.09 |
| 03/25/2024 | ACH2821 | CalPERS - Retirement | \$23.08 |
| 03/25/2024 | ACH2822 | Sterling Administration Health | \$600.00 |
| 03/25/2024 | ACH2823 | CalPERS - Retirement | \$7,390.92 |
| 03/25/2024 | ACH2824 | CalPERS - Retirement | \$7,684.02 |
| 03/25/2024 | ACH2825 | Nationwide Retirements Solutions | \$8,740.55 |
| 03/25/2024 | ACH2826 | CalPERS - Health Insurance | \$29,115.91 |
| 03/26/2024 | 52338 | Ace Hardware (Johnson Lumber Co.) | \$65.47 |
| 03/26/2024 | 52339 | Atlas Copco Compressors LLC | \$4,196.69 |
| 03/26/2024 | 52340 | Brenntag Pacific, Inc. | \$20,189.75 |
| 03/26/2024 | 52341 | Brigantino Irrigation | \$84.84 |
| 03/26/2024 | 52342 | C & N Tractors | \$943.89 |
| 03/26/2024 | 52343 | Corbin Willits Systems, Inc. (MOM's) | \$150.00 |
| 03/26/2024 | 52344 | exceedio | \$1,819.12 |
| 03/26/2024 | 52345 | First Trust Alarm Company | \$753.00 |
| 03/26/2024 | 5234651481 | Mark Nicholson, Inc. | \$45,409.64 |
| 03/26/2024 | 52347 | Mission Uniform Service | \$501.37 |
| 03/26/2024 | 52348 | Quinn Company | \$1,679.30 |
| 03/26/2024 | 52349 | San Benito County-Assessor | \$250.00 |
| 03/26/2024 | 52350 | San Benito County-Mosq Abate. Prgm | \$126.23 |
| 03/26/2024 | 52351 | Star Concrete | \$1,398.40 |
| 03/26/2024 | 52352 | Toro Petroleum Corp. | \$1,902.10 |
| 03/26/2024 | 52353 | USA Blue Book | \$243.40 |
| 03/26/2024 | 52354 | Wallace Group | \$2,235.00 |
| 03/27/2024 | 52355 | RHODA & MARTIN BRESS | \$164.70 |
| 03/27/2024 | 52359 | MERITAGE HOMES OF CALIFORNIA | \$45.70 |
| 03/27/2024 | 52359 | MERITAGE HOMES OF CALIFORNIA, | \$77.52 |
| 03/27/2024 | 52360 | STEPHEN TOSTE | \$24.53 |
| 03/31/2024 | JN00564 | Bank Fees | \$74.00 |
| | | | \$884,368.21 |

Disbursement Reports FY 23-24

S U M M A R Y:

| | |
|---|---------------------|
| Accounts Payable Paid to: | |
| Vendors | \$618,098.81 |
| Payroll - Employee | \$260,244.26 |
| San Benito County | \$521.50 |
| City of Hollister for City Billing Collected, Net of Fees | \$0.00 |
| Customer Refunds & Returned Checks/ACH | \$5,503.64 |
| Debt & Finance | \$0.00 |
| Total Disbursements | \$884,368.21 |

Staff Report

Agenda Item: **F – 4a**

DATE: April 17, 2024 (April 23, 2024, Meeting)

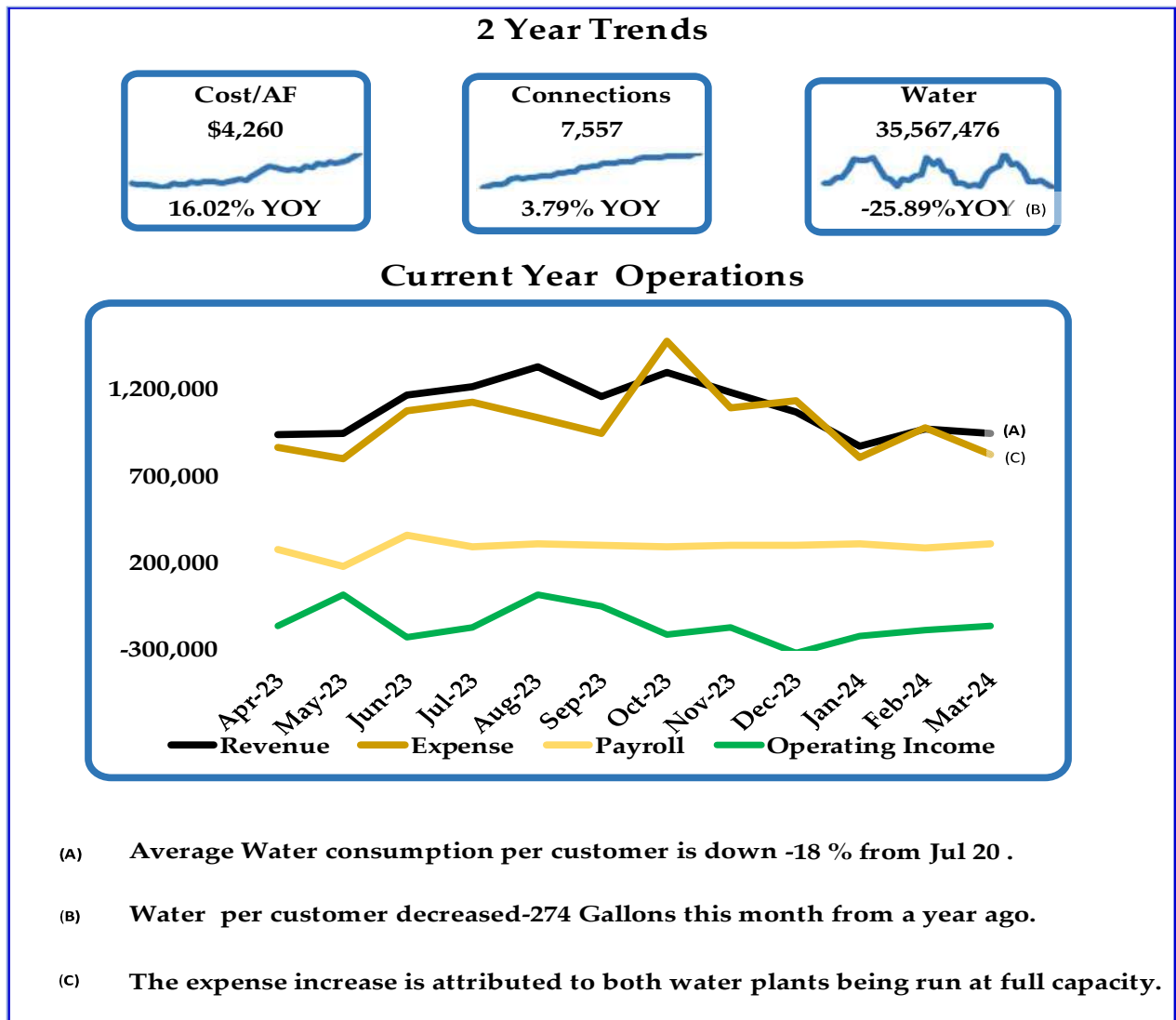
TO: Board of Directors

FROM: Finance & Human Resource Manager, Barry Kelly

SUBJECT: Statements of: a. Operations, b. Income, c. Investment, and d. Board Designated Reserves.

OVERVIEW

(Mar 2024)



OPERATIONS SUMMARY

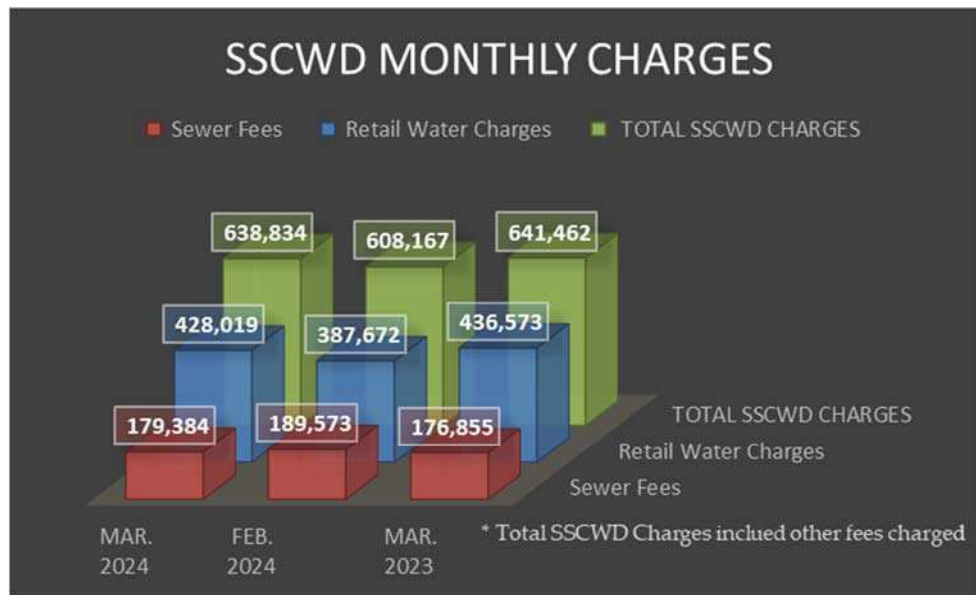
(Mar 2024)

Connections increased by 27 accounts in March. We now serve 7,557 customers and 5,838 accounts utilize online services and electronic payments.

YTD Revenue for FY 24 increased 7.5% YOY.

Receivables from operations total \$1.1m. Past due portion has decreased to 9%. O&M receivables total \$672k which comprises February & March activity. 359k was overdue at month end but is now current. San Benito Foods O&M totals \$125k which comprises February & March activity. 108k was overdue at month end but is now current. Both entities have forced the District to carry six figure overdue balances at times. SBF is a private entity, and district recourse is tenuous should they not pay. I recommend that we impose a 2% net 30 day fee on overdue balances starting the new contractual year. This operation year SBF should be held to their contract such that they be required to pay one twelfth of the approved budget monthly, as was intended. A true-up to actual expenses incurred can be determined after the annual contract is completed.

Water consumption YTD is up 6% from one year ago. Billed Metered water YTD is 585 MM gallons vs 551 MM for the same period in the prior year.



STATEMENT OF INCOME VS BUDGET

(Mar 2024)

YTD, we show an overall Net Operating loss of \$(1,450k) vs a loss of \$(427k) in the prior year. The projected FY 24 net income from operations is a loss of 2.3 MM 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

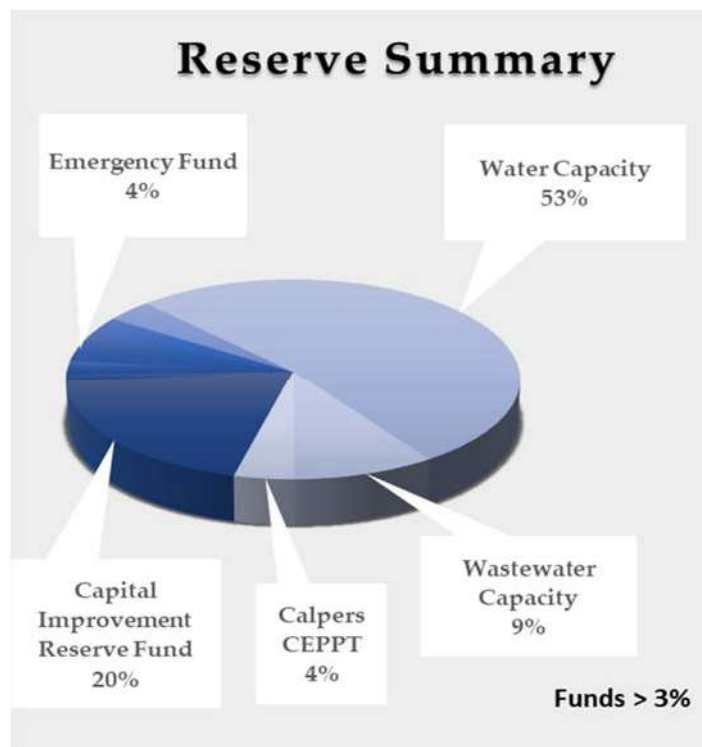
was 85% in March. The impact of this was to add 40k to the actual loss for the month, 520k YTD.

INVESTMENT SUMMARY (Mar 2024)

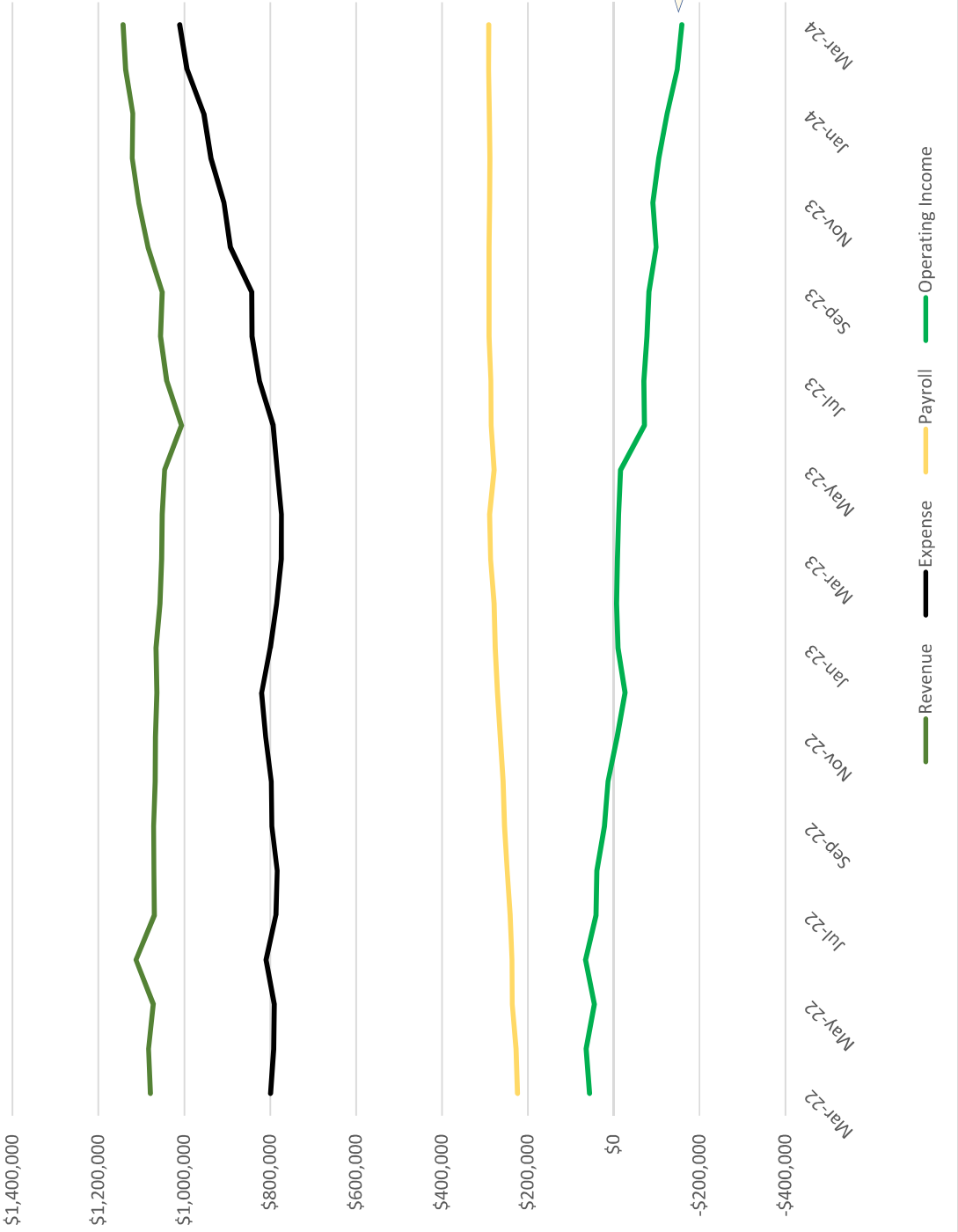
Cash and invested funds total \$24.6 million. Over 21 million is earning between 3.5% and 4.5%. The FY24 income from investments is 631k YTD.

RESERVES (Mar 2024)

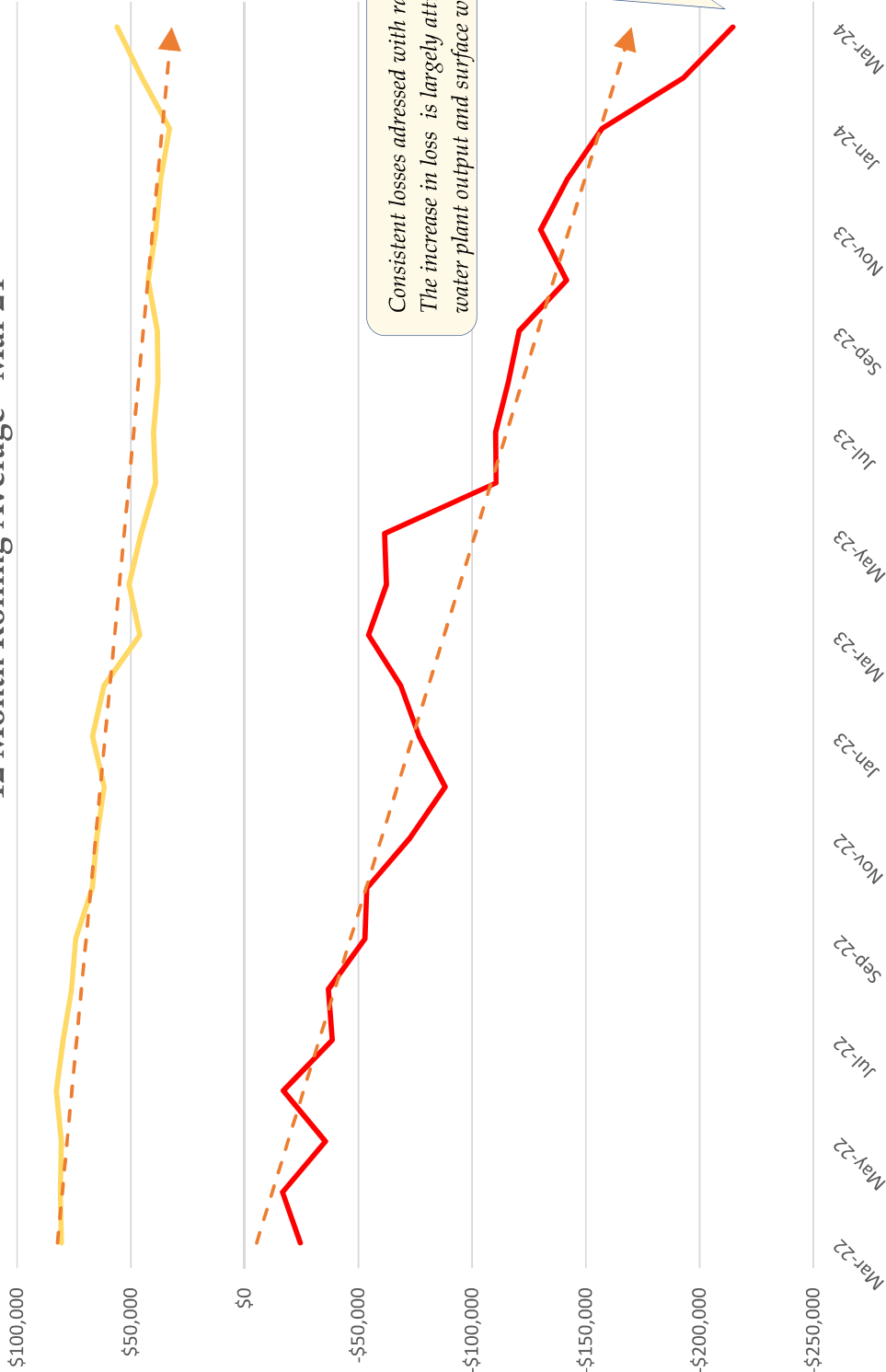
Reserves total \$22.6 million which equals 42% of capitalized assets. See the Board Designated Reserve report for a summary of the transactions and the status of actual expenditures per Board authorized expenditures.



Statement of Operating Income 12 Month Rolling Average - Mar 24



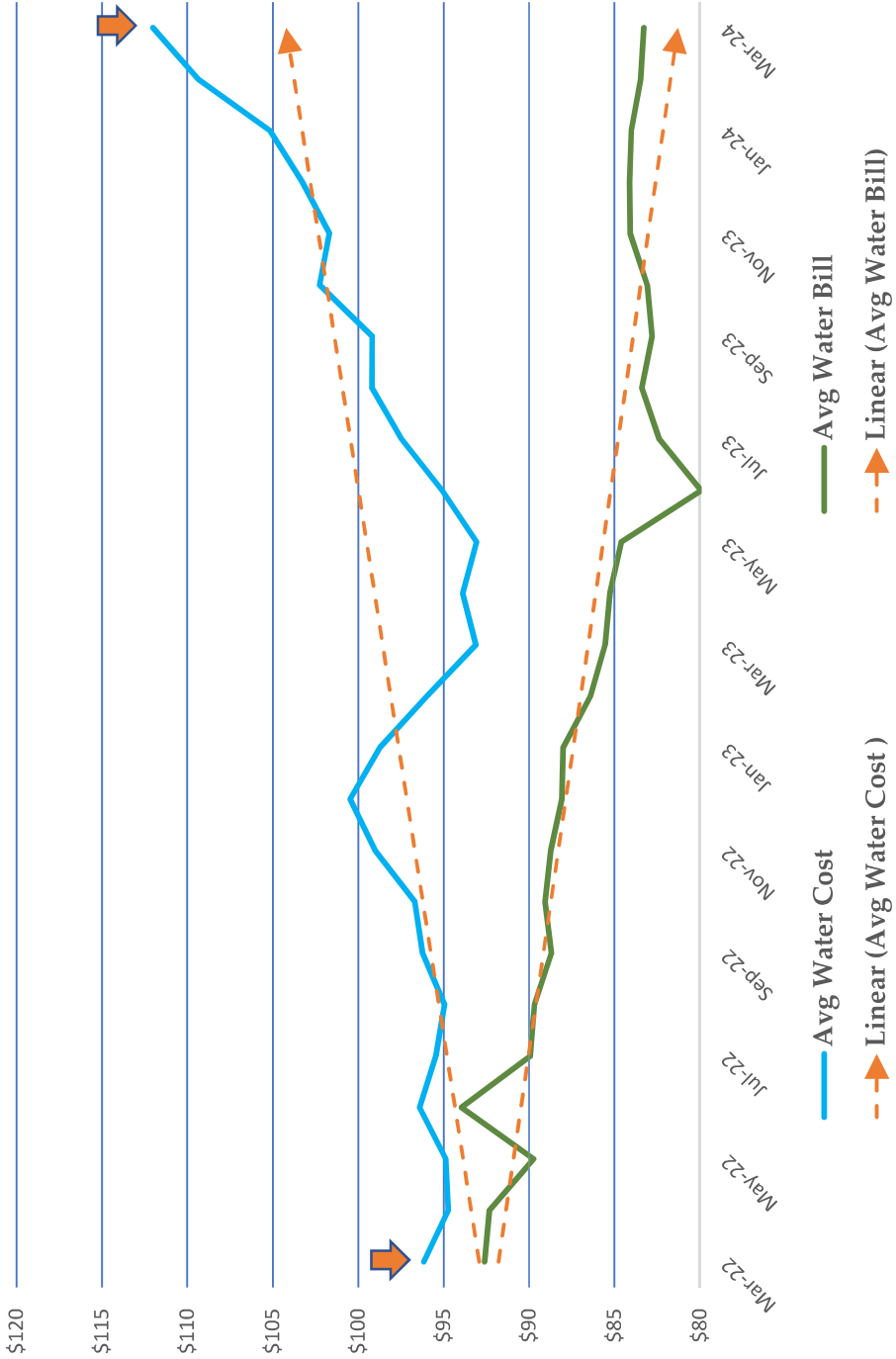
Operating Income by Segment 12 Month Rolling Average - Mar 24



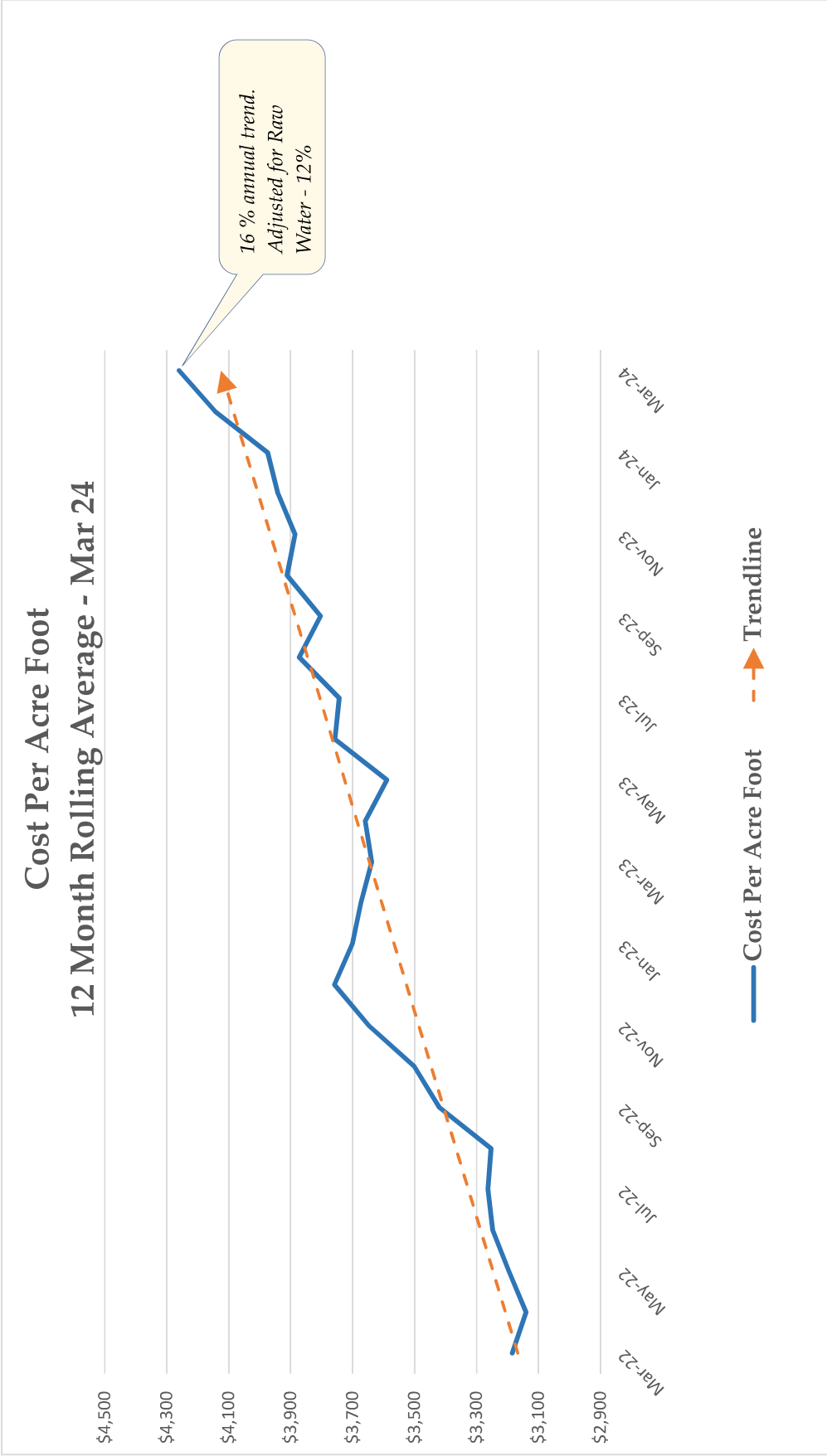
Consistent losses addressed with rate study.
 The increase in loss is largely attributed to the increase
 water plant output and surface water blend.

— Avg Sewer Inc — Avg Water Inc —▲ Linear (Avg Sewer Inc) —▲ Linear (Avg Water Inc)

Per Customer Water Charges 12 Month Rolling Average - Mar 24



The difference between water costs and the average bill has grown from \$5 to \$29 since Mar 22. Average cost per customer has increased \$15 over the same period.



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

| ITEMS | JULY 2023 | AUG. 2023 | SEPT. 2023 | OCT. 2023 | NOV. 2023 | DEC. 2023 | JAN. 2024 | FEB. 2024 | MAR. 2024 | APR. 2024 | MAY 2024 | JUNE 2024 | YTD TOTAL |
|---|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------|----------|-----------|------------------|
| NO. WATER CAPACITY FEE RECD | 7 | 8 | - | 23 | 13 | 2 | 9 | 26 | 27 | - | - | - | 115 |
| NO. WW CAPACITY FEE RECD | 5 | 4 | - | - | - | - | - | 12 | 8 | - | - | - | 29 |
| NO. WATER ACCOUNTS | 7,413 | 7,413 | 7,419 | 7,459 | 7,457 | 7,485 | 7,484 | 7,539 | 7,557 | - | - | - | - |
| NO. SSCWD SEWER ACCTS | 1,302 | 1,308 | 1,309 | 1,306 | 1,308 | 1,305 | 1,311 | 1,313 | 1,317 | - | - | - | - |
| NO. COH SEWER ACCTS | 4,877 | 4,884 | 4,906 | 4,922 | 4,938 | 4,972 | 4,984 | 5,013 | 5,025 | - | - | - | - |
| Total WaterSmart / Invoice Cloud | 5,653 | 5,470 | 5,864 | 5,693 | 5,661 | 5,680 | 5,673 | 5,694 | 5,838 | - | - | - | - |
| NO. E-BILL Invoice Cloud (Paperless) | 2,090 | 2,119 | 2,153 | 2,146 | 2,164 | 2,180 | 2,181 | 2,195 | 2,197 | - | - | - | - |
| MONTHLY CHARGES | | | | | | | | | | | | | |
| Retail Water Charges | \$ 678,622.03 | \$ 851,334.48 | \$ 684,394.94 | \$ 710,883.41 | \$ 611,236.80 | \$ 481,028.87 | \$ 460,120.11 | \$ 387,671.59 | \$ 428,019.07 | \$ 179,384.26 | \$ - | \$ - | \$ 5,293,311.30 |
| Sewer Fees | 162,527.70 | 162,127.99 | 164,279.77 | 163,739.42 | 163,744.51 | 163,708.67 | 163,859.14 | 189,572.96 | 179,384.26 | 10,465.00 | - | - | 1,512,964.42 |
| Installation Fees | 2,960.00 | 4,860.00 | - | 9,315.00 | 6,215.00 | 810.00 | 3,520.00 | 12,550.00 | 5,032.87 | - | - | - | 50,995.00 |
| Late Fee | 7,400.35 | 8,213.75 | 10,439.18 | 7,678.22 | 7,622.41 | 8,971.82 | 6,532.99 | 5,036.53 | 5,032.87 | - | - | - | 66,228.32 |
| COH Billing Fees | 14,679.00 | 14,721.00 | 14,808.00 | 14,832.00 | 14,922.00 | 15,009.00 | 15,054.00 | 15,054.00 | 14,715.00 | - | - | - | 133,794.00 |
| Other Misc. Fees | 2,785.48 | 2,325.39 | 1,600.00 | 30,186.38 | 1,375.73 | 10,450.64 | 2,340.00 | (1,718.49) | 1,218.00 | - | - | - | 50,563.13 |
| TOTAL SSCWD CHARGES | \$ 868,974.76 | \$ 1,043,582.61 | \$ 875,521.89 | \$ 936,654.43 | \$ 805,116.45 | \$ 679,979.00 | \$ 651,426.24 | \$ 608,166.59 | \$ 638,834.20 | \$ - | \$ - | \$ - | \$ 7,108,256.17 |
| CITY OF HOLLISTER CHARGES | | | | | | | | | | | | | |
| COH Sewer Fees | 439,232.35 | 440,073.98 | 441,641.95 | 443,488.36 | 444,804.27 | 446,587.41 | 437,044.44 | 422,937.98 | 450,166.49 | - | - | - | \$ 3,965,977.23 |
| COH Street Sweeping | 11,143.60 | 11,149.86 | 11,194.04 | 11,241.20 | 11,277.80 | 11,321.04 | 11,334.75 | 11,366.57 | 11,382.70 | - | - | - | 101,411.56 |
| COH Senior Discount | (1,427.10) | (1,407.00) | (1,414.80) | (1,459.26) | (1,467.30) | (1,467.30) | (1,467.30) | (1,467.26) | (1,547.70) | - | - | - | (13,125.02) |
| Total COH Charges | 448,948.85 | 449,816.84 | 451,421.19 | 453,270.30 | 454,614.77 | 456,441.15 | 446,911.89 | 432,837.29 | 460,001.49 | - | - | - | 4,054,263.77 |
| Late Fees | 5,371.85 | 5,655.57 | 5,292.91 | 5,485.09 | 5,140.00 | 4,307.40 | 5,075.02 | 3,482.92 | 3,909.42 | - | - | - | 44,297.18 |
| TOTAL COH CHARGES | \$ 454,320.70 | \$ 455,472.41 | \$ 456,714.10 | \$ 458,755.39 | \$ 459,754.77 | \$ 461,348.53 | \$ 451,986.91 | \$ 436,320.21 | \$ 463,910.91 | \$ - | \$ - | \$ - | \$ 4,098,560.95 |
| ACCOUNTS RECEIVABLE - Aged | | | | | | | | | | | | | |
| A/R for Sunnyslope Water ** | \$ 994,039.75 | \$ 1,182,589.86 | \$ 1,028,536.87 | \$ 1,028,959.80 | \$ 950,312.12 | \$ 824,900.90 | \$ 798,559.11 | \$ 720,675.76 | \$ 694,291.02 | \$ - | \$ - | \$ - | \$ 5,293,311.30 |
| A/R for City of Hollister ** | 563,971.82 | 584,258.78 | 576,598.85 | 574,964.95 | 586,571.15 | 590,785.95 | 578,799.18 | 551,908.34 | 542,109.00 | - | - | - | 5,098,560.95 |
| Unapplied Payments | (48,720.53) | (48,256.13) | (43,957.84) | (47,912.58) | (55,020.27) | (68,083.30) | (62,384.80) | (61,235.14) | (84,061.48) | - | - | - | (84,061.48) |
| Outstanding Bills Owed | \$ 1,509,291.04 | \$ 1,718,592.51 | \$ 1,561,177.88 | \$ 1,556,012.17 | \$ 1,481,863.00 | \$ 1,347,693.55 | \$ 1,314,973.49 | \$ 1,211,348.96 | \$ 1,152,338.54 | \$ - | \$ - | \$ - | \$ 11,512,964.42 |
| Past Due | 267,120.54 | 259,706.29 | 289,851.57 | 265,104.60 | 276,827.88 | 283,998.10 | 232,523.96 | 171,440.86 | 102,752.33 | - | - | - | 1,027,523.33 |
| % Past Due | 17.70% | 15.11% | 18.57% | 17.04% | 18.68% | 21.07% | 17.68% | 14.15% | 8.92% | - | - | - | 8.92% |
| O&M Owed | \$562,694.15 | \$562,694.15 | \$496,071.00 | \$496,071.00 | \$370,881.77 | \$384,771.95 | \$556,719.61 | \$378,094.22 | \$672,897.00 | - | - | - | \$672,897.00 |
| San Benito Funds Owed | \$ 467,638.17 | \$ 467,638.17 | \$ 270,971.34 | \$ 270,971.34 | \$ 304,304.67 | \$ 337,638.00 | \$ 370,971.30 | \$ 28,645.20 | \$ 25,682.00 | - | - | - | \$ 25,682.00 |

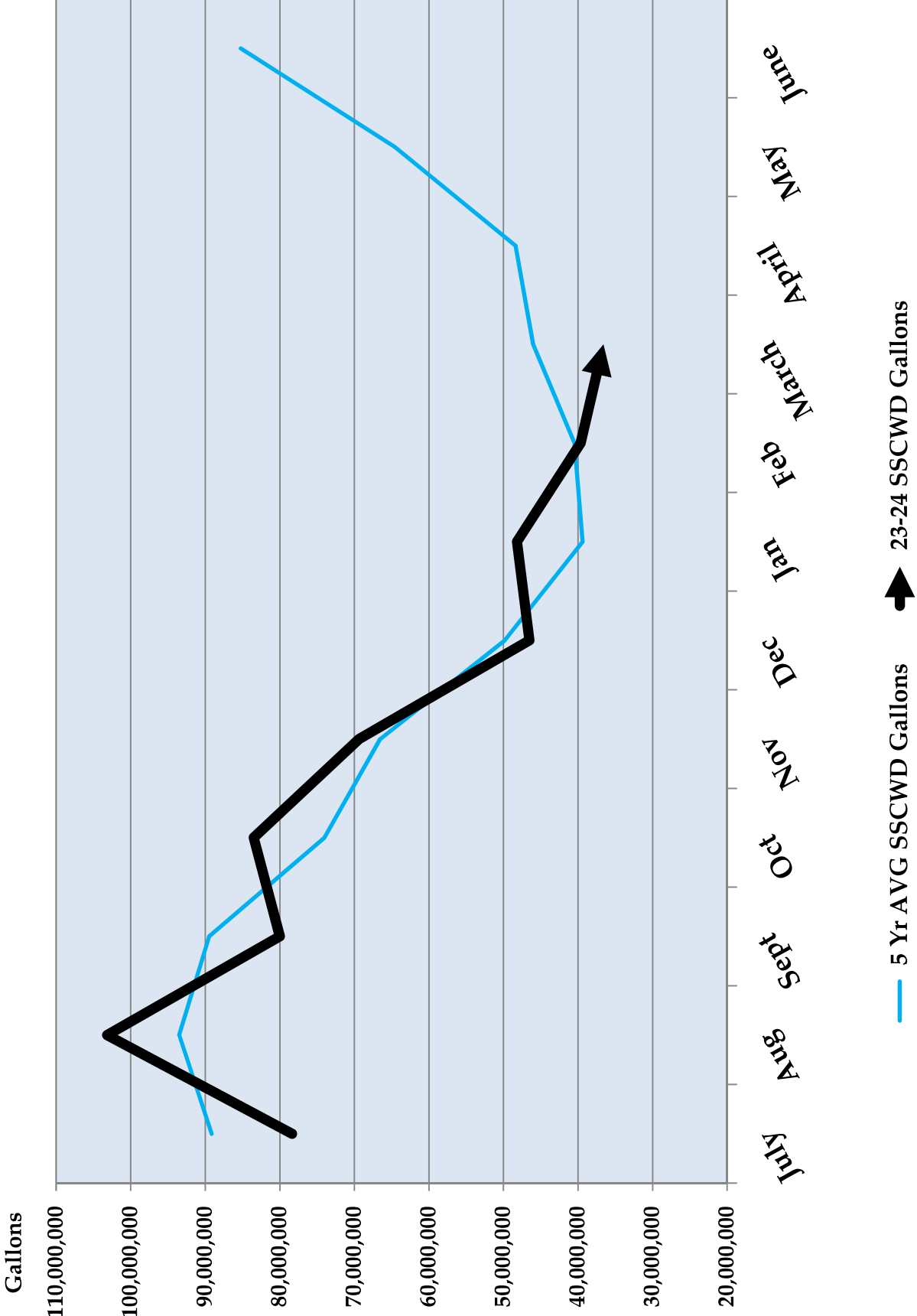
Sunnyslope County Water District
2023 / 2024
OPERATION SUMMARY (This Year)

| ITEMS | JULY 2023 | AUG. 2023 | SEPT. 2023 | OCT. 2023 | NOV. 2023 | DEC. 2023 | JAN. 2024 | FEB. 2024 | MAR. 2024 | APR. 2024 | MAY 2024 | JUNE 2024 | YTD TOTAL |
|---|-------------|-------------|-------------|-------------|-------------|--------------|--------------|-------------|--------------|-----------|----------|-----------|---------------|
| WATER METRED | | | | | | | | | | | | | |
| Cubic Feet | 10,476,000 | 13,790,400 | 10,695,300 | 11,162,700 | 9,273,100 | 6,216,400 | 6,442,300 | 5,297,600 | 4,888,700 | - | - | - | 78,242,500 |
| Total SSCWD Gallons | 78,360,480 | 103,152,192 | 80,000,844 | 83,496,996 | 69,362,788 | 46,498,672 | 48,188,404 | 39,626,048 | 36,567,476 | - | - | - | 585,253,900 |
| WATER SOURCE | | | | | | | | | | | | | |
| Well #2 (Southside Road) | 3,216,000 | 4,438,000 | 1,566,000 | 20,000 | 378,000 | 1,024,000 | 1,861,000 | 2,004,000 | 640,000 | - | - | - | 15,147,000 |
| Well #5 (Ray Cir/Enterprise) | 1,258,700 | 1,445,061 | 2,941,907 | 3,086,942 | 1,968,696 | 1,782,157 | 627,627 | 1,858,986 | 616,006 | - | - | - | 15,586,082 |
| Well #7 (Enterprise Rd) | 1,975,951 | 1,045,825 | 388,265 | 21,383 | - | 372,196 | 440,362 | 408,656 | 162,882 | - | - | - | 4,815,520 |
| Well #8 (Ridgemark) | 5,719,000 | 12,855,000 | 19,826,000 | 15,937,000 | 14,466,000 | 8,127,000 | 7,206,000 | 2,136,000 | 30,000 | - | - | - | 86,302,000 |
| Well #11 (Southside Road) | 6,753,000 | 7,344,000 | 3,044,000 | 62,000 | 2,783,000 | 3,290,000 | 4,071,000 | 5,062,000 | 1,834,000 | - | - | - | 34,283,000 |
| Net Well Inter tie | (9,713,600) | (8,573,700) | (4,803,000) | (3,773,700) | (1,925,950) | (11,618,300) | (16,240,400) | (7,518,800) | 2,536,200 | - | - | - | (61,851,950) |
| TOTAL from Wells | 9,209,051 | 18,554,186 | 22,963,072 | 15,555,625 | 17,669,746 | 2,977,053 | (2,034,311) | 3,950,842 | 5,619,088 | - | - | - | 94,262,252 |
| Lessalt W.T.P. 1 (High Zone) | 30,051,000 | 41,453,000 | 32,734,000 | 39,306,000 | 35,941,000 | 9,293,000 | 12,581,000 | 12,965,000 | 14,672,000 | - | - | - | 228,496,000 |
| Lessalt W.T.P. 1 (Middle Zone) | 13,037,000 | 16,620,000 | 12,880,000 | 14,828,000 | 13,590,000 | 23,850,000 | 17,660,000 | 12,854,000 | 11,944,000 | - | - | - | 137,263,000 |
| West Hills W.T.P. (@ Well #2) | 13,107,000 | 20,205,000 | 12,594,000 | 13,974,000 | 3,902,000 | 3,193,000 | 9,930,000 | 4,201,000 | 8,765,000 | - | - | - | 89,871,000 |
| West Hills W.T.P. (@ Well #11) | 25,764,000 | 31,979,000 | 21,927,000 | 27,068,000 | 18,799,000 | 13,232,000 | 17,724,000 | 4,542,000 | 13,074,000 | - | - | - | 174,109,000 |
| West Hills W.T.P. (@ COH #2) | 13,670,000 | 1,296,000 | 12,780,000 | 22,509,000 | 19,715,000 | 13,087,000 | 15,878,000 | 5,721,000 | 10,855,000 | - | - | - | 115,511,000 |
| West Hills W.T.P. (@ COH #4) | 22,709,000 | 14,146,000 | 8,998,000 | 3,185,000 | 24,178,000 | 17,737,000 | 20,768,000 | 7,987,000 | 13,082,000 | - | - | - | 132,790,000 |
| West Hills W.T.P. (@ COH #5) | 22,634,000 | 13,998,000 | 26,450,000 | 41,595,000 | 24,194,000 | 17,571,000 | 22,711,000 | 7,427,000 | 12,078,000 | - | - | - | 188,658,000 |
| TOTAL Surface Water (Plant Production) | 140,972,000 | 139,697,000 | 127,863,000 | 162,465,000 | 140,319,000 | 97,963,000 | 117,252,000 | 55,697,000 | 84,470,000 | - | - | - | 1,066,698,000 |
| Plant Production Used by Hollister | 67,946,370 | 46,274,558 | 62,547,029 | 85,735,000 | 86,356,071 | 65,850,049 | 74,793,479 | 32,182,605 | 39,659,633 | - | - | - | 561,344,794 |
| SSCWD % of Plant Production | 51.80% | 66.88% | 51.08% | 47.23% | 38.46% | 32.78% | 36.21% | 42.27% | 53.05% | 0 | 0 | 0 | 47.38% |
| Estimated Water Gaint(Loss) | (3,874,201) | (8,824,436) | (6,278,199) | (6,586,629) | (2,269,887) | 11,408,668 | 7,764,294 | 12,140,811 | (17,506,612) | 0 | 0 | 0 | (14,361,558) |
| Percent Difference | -2.58% | -5.58% | -5.49% | -4.83% | -1.44% | 11.30% | 6.74% | 20.39% | -19.43% | -19.43% | -19.43% | -19.43% | -1.24% |
| Water Consumption Per Customer | 10528 | 13861 | 10740 | 11179 | 9289 | 6212 | 6430 | 5256 | 4839 | - | - | - | 8704 |
| Blend - % Surface | 88.25% | 82.01% | 71.30% | 81.61% | 74.53% | 93.60% | 100.00% | 90.03% | 84.63% | - | - | - | 85.11% |
| Chemical, Carbon,Water PAF | 1399 | 1373 | 1349 | 1325 | 1284 | 1268 | 1254 | 1292 | 1268 | - | - | - | 1314 |
| Blend Budget Impact | \$85,478 | \$64,785 | \$29,899 | \$71,389 | \$40,169 | \$64,834 | \$90,271 | \$33,155 | \$40,486 | - | - | - | \$520,465 |
| Cost of Water Produced (Per Acre Foot) | 3,526 | 2,755 | 3,303 | 4,383 | 3,979 | 5,914 | 5,203 | 6,346 | 11,643 | 7,175 | 3,740 | 4,649 | 4,865 |
| Prior YTD Cost | 2,666 | 2,445 | 3,115 | 3,970 | 4,342 | 5,073 | 4,324 | 3,128 | 3,406 | 7,175 | 3,740 | 4,649 | 3,795 |

(SSCWD Raw Water & Power increased \$110m; May 2022, \$334 May 2023)

Chart Includes: Only Water Metered to SSCWD Customers,
Chart Does Not Include: COH Interfines 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 4/12/2024

| *** WATER *** | Feb-24 | | Mar-24 | | Variance Over / (Under) Prior Month | Feb-23 | | Mar-23 | | YEAR- TO-DATE | PRIOR YEAR-TO- DATE | PROJECTED 23/24 ACTUAL | FY 23/24 BUDGET |
|--|---------------------|---------------------|-------------------|-------------------|---|-------------------|-------------------|-----------------------|---------------------|-----------------------|---------------------------|------------------------------|--------------------|
| | Feb-24 | Mar-24 | Feb-24 | Mar-24 | | Feb-23 | Mar-23 | Feb-23 | Mar-23 | | | | |
| OPERATING REVENUES | | | | | | | | | | | | | |
| Water Sales | 387,672 | 431,348 | 43,677 | 435,464 | 43,677 | 426,471 | 435,464 | 5,292,230 | 4,876,777 | 7,033,030 | 7,465,000 | | |
| Contracted Services | 359,064 | 313,833 | (45,231) | 209,947 | (45,231) | 209,947 | 209,947 | 2,959,033 | 1,889,523 | 4,261,000 | 4,261,000 | | |
| Installation Fees | 12,150 | 11,885 | (265) | 7,290 | (265) | 1,090 | 7,290 | 49,970 | 21,815 | 95,427 | | | |
| Late Fees | 4,069 | 3,885 | (184) | 4,527 | (184) | 5,208 | 4,527 | 56,061 | 52,630 | 71,059 | | | |
| Other Revenue | 8,435 | 13,831 | 5,396 | 10,502 | 5,396 | 10,611 | 10,502 | 155,604 | 129,915 | 484,056 | 228,220 | | |
| TOTAL OPERATING REVENUES | 771,389 | 774,782 | 3,393 | 667,729 | 3,393 | 653,327 | 667,729 | 8,512,898 | 6,970,660 | 11,944,572 | 11,954,220 | | |
| OPERATING EXPENSES | | | | | | | | | | | | | |
| Salaries and Benefits | (239,438) | (261,467) | (22,029) | (108,425) | (22,029) | (226,185) | (108,425) | (2,207,204) | (2,103,996) | (2,938,488) | (2,660,460) | | |
| Operating Expenses | (891,368) | (731,259) | 160,109 | (517,172) | 160,109 | (357,250) | (517,172) | (8,316,951) | (5,652,711) | (11,773,113) | (12,051,637) | | |
| TOTAL OPERATING EXPENSES | (1,130,806) | (992,726) | 138,081 | (625,597) | 138,081 | (583,435) | (625,597) | (10,524,155) | (7,756,707) | (14,711,601) | (14,712,097) | | |
| NET OPERATING INCOME | (359,417) | (217,943) | 141,474 | 42,132 | 141,474 | 69,892 | 42,132 | (2,011,257) | (786,047) | (2,767,029) | (2,757,877) | | |
| NON OPERATING INCOME & (EXPENSES) | | | | | | | | | | | | | |
| Capacity Fees | 418,050 | 440,575 | 22,525 | 248,400 | 22,525 | 41,476 | 248,400 | 1,789,025 | 761,951 | 1,789,025 | - | | |
| Donated Asset | - | - | - | 649,390 | - | 246,881 | 649,390 | - | 3,089,038 | - | - | | |
| Miscellaneous Income (Farm Labor Camp) | - | - | - | - | - | - | - | - | - | - | - | | |
| Adjust LAIF Investment to Fair Value | - | - | - | - | - | - | - | - | - | - | - | | |
| Interest Income | 29,681 | 17,787 | (11,894) | 21,050 | (11,894) | 23,281 | 21,050 | 292,074 | 201,785 | 389,431 | 500,000 | | |
| Allocated from G & A (Interest & Sale of Assets) | (454) | 3,234 | 3,688 | 2,747 | 3,688 | 6,185 | 2,747 | 233,275 | 28,965 | 311,033 | 21,000 | | |
| Other Non-Operational | - | - | - | - | - | - | - | - | (2,023) | - | - | | |
| TOTAL NON OPERATING INCOME & (EXPENSES) | 447,277 | 461,597 | 14,319 | 921,587 | 14,319 | 317,822 | 921,587 | 2,314,373 | 4,079,716 | 2,489,489 | 521,000 | | |
| NET WATER INCOME (LOSS) | \$ 87,860 | \$ 243,653 | \$ 155,793 | \$ 963,719 | \$ 155,793 | \$ 387,714 | \$ 963,719 | \$ 303,116 | \$ 3,293,669 | \$ (277,540) | \$ (2,236,877) | | |
| NET WATER INCOME (LOSS) Adjusted for Non Budgeted Items | \$ (359,417) | \$ (217,943) | \$ 141,474 | \$ 42,132 | \$ 141,474 | \$ 69,892 | \$ 42,132 | \$ (2,011,257) | \$ (788,069) | \$ (2,767,029) | \$ (2,757,877) | | |

Sunnyslope County Water District

STATEMENT OF INCOME
FOR THE FISCAL YEAR ENDING JUNE 30, 2024 (This Year)
UN-AUDITED 4/12/2024

| | Feb-24 | | Mar-24 | | Variance Over / (Under) Prior Month | Feb-23 | | Mar-23 | | PRIOR YEAR-TO- DATE | PROJECTED ACTUAL | FY 23/24 BUDGET |
|---|---------------------|---------------------|--------|--------|---|------------------|--------------------|------------------|------------------|---------------------------|-----------------------|--------------------|
| | Feb-24 | Mar-24 | Mar-24 | Mar-24 | | Feb-23 | Mar-23 | Year- TO-DATE | Year- TO-DATE | | | |
| *** WASTEWATER *** | | | | | | | | | | | | |
| OPERATING REVENUES | | | | | | | | | | | | |
| Sewer Sales | 189,573 | 164,387 | | | (25,186) | 176,820 | 181,498 | | | 1,531,933 | 1,994,652 | 2,205,000 |
| Contracted Services | 108,145 | 17,537 | | | (90,608) | 35,154 | 35,154 | | | 421,415 | 523,300 | 523,300 |
| Installation Fees | 400 | 200 | | | (200) | | | | | - | 725 | |
| Late Fees | 968 | 927 | | | (41) | 1,440 | 1,264 | | | 14,375 | 13,737 | |
| Other Revenue | 3,529 | 3,201 | | | (328) | 4,876 | 4,825 | | | 29,957 | 36,865 | 56,880 |
| TOTAL OPERATING REVENUES | 302,615 | 186,252 | | | (116,364) | 218,290 | 222,741 | | | 1,997,680 | 2,569,279 | 2,785,180 |
| OPERATING EXPENSES | | | | | | | | | | | | |
| Salaries and Benefits | (44,367) | (42,286) | | | 2,082 | (43,354) | (201,850) | | | (509,275) | (575,869) | (843,040) |
| Operating Expenses | (87,329) | (91,660) | | | (4,331) | (149,383) | (99,491) | | | (1,131,399) | (1,443,029) | (1,439,275) |
| TOTAL OPERATING EXPENSES | (131,696) | (133,945) | | | (2,249) | (192,736) | (301,341) | | | (1,640,674) | (2,018,898) | (2,282,315) |
| NET OPERATING INCOME | 170,919 | 52,306 | | | (118,613) | 25,554 | (78,601) | | | 357,006 | 550,381 | 502,865 |
| NON OPERATING INCOME & (EXPENSES) | | | | | | | | | | | | |
| Capacity Fees | 400,400 | 202,600 | | | (197,800) | | | | | | 727,625 | |
| Miscellaneous Income | | | | | - | | | | | - | - | |
| Adjust LAIF Investment to Fair Value | | | | | - | | | | | - | - | |
| Interest Income | 4,019 | 2,440 | | | (1,579) | 2,780 | 7,992 | | | 27,169 | 69,164 | 40,000 |
| Allocated from G & A (Interest & Sale of Assets) | (116) | (71,540) | | | (71,540) | | | | | 1,733 | 60,556 | 9,000 |
| Other Non-Operational | (116) | 827 | | | 943 | 2,842 | 1,262 | | | 3,424 | 711 | - |
| TOTAL NON OPERATING INCOME & (EXPENSES) | 404,303 | 134,328 | | | (269,975) | 5,622 | 9,254 | | | 32,327 | 858,056 | 49,000 |
| NET WASTEWATER INCOME (LOSS) | 575,222 | 186,634 | | | (388,588) | 31,175 | (69,347) | | | 389,332 | 1,408,437 | 551,865 |
| NET WASTEWATER INCOME (LOSS) | \$ 170,803 | \$ 53,133 | | | (388,588) | \$ 28,395 | \$ (77,338) | | | \$ 360,430 | \$ 551,092 | \$ 502,865 |
| <i>Adjusted for Non Budgeted Items</i> | | | | | | | | | | | | |
| *** WATER & WASTEWATER *** | | | | | | | | | | | | |
| *** COMBINED INCOME (LOSS) WATER & WASTEWATER*** | 663,082 | 430,288 | | | (232,794) | 418,890 | 894,373 | | | 3,683,002 | 1,130,897 | (1,685,012) |
| *** COMBINED INCOME (LOSS) WATER & WASTEWATER | \$ (188,614) | \$ (164,810) | | | \$ 23,804 | \$ 98,288 | \$ (35,206) | | | (427,639) | \$ (2,215,937) | (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 |
|---------------------------------------|-----------------|------------|-------------|----------------|--------------|---------------|---------------|--------------|---------------|------------|------------|----------|-----------|------------|
| Heritage Bank of Commerce | | | | | | | | | | | | | | |
| CHECKING ACCOUNT | | | | | | | | | | | | | | |
| Operating - General Fund | 0 | 1,593,120 | 1,606,042 | 2,196,208 | 1,879,151 | 2,183,982 | 1,574,196 | 1,972,545 | 2,763,496 | 3,370,639 | | | | 2,040,106 |
| CHECKING SUBTOTAL | | 1,593,120 | 1,606,042 | 2,196,208 | 1,879,151 | 2,183,982 | 1,574,196 | 1,972,545 | 2,763,496 | 3,370,639 | | | 0 | 2,040,106 |
| MONEY MARKET ACCT (MMA) | | | | | | | | | | | | | | |
| Invested - General Fund | 0.75% | 90,661 | 90,776 | 90,830 | 90,890 | 90,946 | 91,000 | 91,062 | 91,116 | 91,171 | | | | 90,661 |
| MMA SUBTOTAL | | 90,661 | 90,776 | 90,830 | 90,890 | 90,946 | 91,000 | 91,062 | 91,116 | 91,171 | | | 0 | 90,661 |
| L.A.I.F. | | | | | | | | | | | | | | |
| (Local Agency Investment Fund) | As of: Sep 2023 | | | | | | | | | | | | | |
| General Fund | 3.48% | -4,173,662 | -4,173,662 | -4,173,662 | -4,173,662 | -4,173,662 | -4,173,662 | -4,173,662 | -4,173,662 | -4,173,662 | | | | -4,104,152 |
| Water Connect. Fee | 3.48% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | 0 |
| Sewer Connect. Fee | 3.48% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | 0 |
| SRF Loan Reserve | 3.48% | 774,890 | 774,890 | 782,041 | 782,041 | 800,160 | 800,160 | 808,198 | 808,198 | 808,198 | | | | 774,890 |
| Board Designated Reserves | 3.48% | 7,910,911 | 7,910,911 | 7,945,400 | 7,945,400 | 8,032,787 | 8,032,787 | 6,571,557 | 6,571,557 | 6,571,557 | | | | 7,910,911 |
| L.A.I.F. SUBTOTAL | | 4,512,138 | 4,512,138 | 4,553,778 | 4,553,778 | 4,659,285 | 4,659,285 | 3,206,093 | 3,206,093 | 3,206,093 | | | 0 | 4,581,649 |
| CEPPT | | | | | | | | | | | | | | |
| (CA Employee Pension Plan Trust) | | | | | | | | | | | | | | |
| Employee Pension Reserve | 0 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | | | | 1,000,000 |
| CEPPT SUBTOTAL | | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | 1,000,000 | | | 0 | 1,000,000 |
| MBS Securities | | | | | | | | | | | | | | |
| (CD Brokerage - Water Capacity Funds) | | | | | | | | | | | | | | |
| General Fund | 4.00% | 3,326,368 | 3,473,795 | 3,574,001 | 3,679,171 | 3,770,149 | 3,845,621 | 3,827,672 | 3,932,554 | 4,206,059 | | | | 3,442,907 |
| Board Designated Reserves | 4.00% | 436,010 | 440,970 | 445,666 | 450,970 | 365,809 | 370,664 | 375,977 | 380,973 | 385,583 | | | | 403,709 |
| Water Connect. Fee | 4.00% | 11,292,180 | 11,218,349 | 11,137,332 | 11,071,162 | 11,161,073 | 11,116,462 | 11,183,442 | 11,114,401 | 10,860,973 | | | | 11,259,801 |
| Sewer Connect. Fee | 4.00% | 1,485,983 | 1,489,265 | 1,491,615 | 1,495,975 | 1,505,396 | 1,508,912 | 1,514,260 | 1,518,279 | 1,520,709 | | | | 1,357,257 |
| MBS SUBTOTAL | | 16,540,541 | 16,622,379 | 16,648,614 | 16,697,278 | 16,802,426 | 16,841,658 | 16,901,351 | 16,946,207 | 16,973,324 | | | 0 | 16,463,673 |
| GRAND TOTAL | | 23,736,460 | 23,831,336 | 24,489,431 | 24,221,097 | 24,736,639 | 24,166,139 | 23,171,051 | 24,006,912 | 24,641,228 | | | 0 | 24,176,089 |
| * TOTAL INTEREST RECORDED | YTD Total | 49,929 | 36,760 | 67,928 | 48,719 | 210,711 | 39,286 | 106,563 | 44,910 | 27,169 | | | | 449,333 |

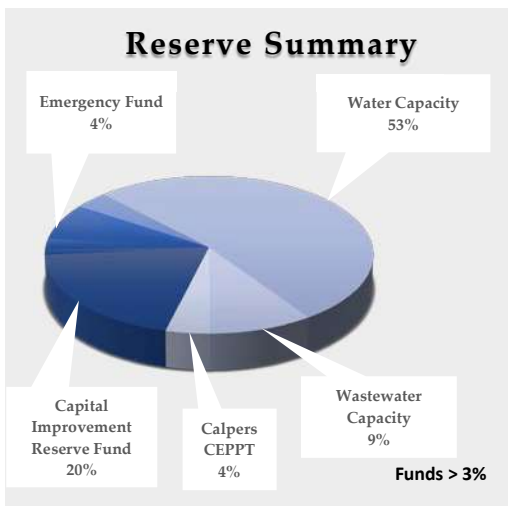
Sunnyslope County Water District

Reserve Summary As of March 31, 2024 (Policy #8600)

| | <u>3/31/2024</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 | \$ 4,433,270 | \$ 160,646 | \$ 1,500,000 | \$ 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 | 291,188 | 46,861 | 153,805 | 398,132 | 348,078 | 50,054 |
| 6 Office and Misc. Equipment Replacement Fund | 420,864 | | | 420,864 | 418,845 | 2,019 |
| Board Designated Reserves | 6,895,322 | 207,507 | 1,653,805 | 8,341,620 | 8,380,859 | (39,239) |
| 7 CSWRCB Loan | 808,198 | 33,309 | | 774,889 | 760,000 | 14,889 |
| 8 Water Capacity | 11,907,403 | 2,080,885 | 1,433,283 | 11,259,801 | 11,410,006 | (150,205) |
| 9 Wastewater Capacity | 2,123,720 | 766,463 | | 1,357,257 | 1,320,135 | 37,122 |
| 10 Calpers CEPPT | 899,643 | | | 899,643 | 640,401 | 259,242 |
| Legally Restricted Reserves | 15,738,963 | 2,880,656 | 1,433,283 | 14,291,590 | 14,130,542 | 161,048 |
| TOTAL | \$ 22,634,285 | \$ 3,088,163 | \$ 3,087,088 | \$ 22,633,210 | \$ 22,511,401 | \$ 121,809 |
| Unreserved Cash | \$2,006,943 | | | | | |
| Percentage of Total Capital Assets | 42.22% | | | | | |

Detailed Transactions:

| | | | |
|--|---------------------|---------------------|----------------------|
| Depr. Expense | \$ 36,000 | | \$ 461,194 |
| Board Authorized Changes to Policy #8600 | \$ - | | \$ 5,729,257 |
| Interest | \$ 535,513 | | \$ 25,685 |
| Debt Amortization | | 888,504 | \$ (1,184,682) |
| Water Capacity Fees | 1,789,025 | | \$ 6,087,125 |
| Sewer Capacity Fees | 727,625 | | \$ 1,299,000 |
| CEPPT Funding | | | \$ 1,000,000 |
| Fixed asset Additions | - | 698,584 | \$ (483,314) |
| Transfers | | 1,500,000 | |
| Fair Market Value & Misc Adj | | - | \$ (610,420) |
| | \$ 3,088,163 | \$ 3,087,088 | \$ 12,323,845 |



| Board Approved Disbursement Analysis | | | | | |
|--------------------------------------|-------------------------|-------------------|------------|---|-----------|
| Date: | Description: | Vendor | Resolution | # | Actual |
| 2/21/2023 | Rate Study | Raftelis | 110,502 | | 68,611 |
| 11/15/2022 | Promontory Amendment 2 | Century Homes | 110,000 | | 110,000 |
| 4/18/2023 | Best Road Initiative | Wallace Group | 40,000 | | 56,837 |
| 2/28/2023 | Solar Project - SBR | Eva Green Power | 1,300,000 | | 1,198,594 |
| 2/28/2023 | Solar Project - Lessalt | Eva Green Power | 39,131 | | 3,958 |
| 6/20/2023 | Temetra | Meter Valve & Co | 412,000 | | 182,308 |
| 8/15/2023 | Demographics | LGDR | 40,000 | | 0 |
| 8/15/2023 | Trucks | Greenwood | 230,000 | | 153,805 |
| 8/15/2023 | VOIP | Exceedio, ICON | 16,178 | | 5,760 |
| 9/19/2023 | Hydroflush IWWTP | Green line | 22,000 | | 22,000 |
| 9/19/2023 | Itron Meters | Meter Valve & Co | 357,000 | | 355,756 |
| 10/17/2023 | Vacon Truck | MM Equip Inc. | 530,000 | | 526,095 |
| 10/17/2023 | Professional Services | San Benito Engine | 50,000 | | 43,630 |
| 1/23/2024 | John Deere Backhoe | Pape Machinery | 162,000 | | 161,955 |
| 1/23/2024 | Rotary Blower | Atlas Copco | 130,000 | | 3,385 |
| 2/27/2024 | FY 2024 Audit | McGilloway | 27,000 | | |
| 2/27/2024 | SB County GIS | Sab Benito Count | 21,082 | | |

Staff Report

Agenda Item: E – 5a

DATE: April 15, 2024 (April 23, 2024, 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

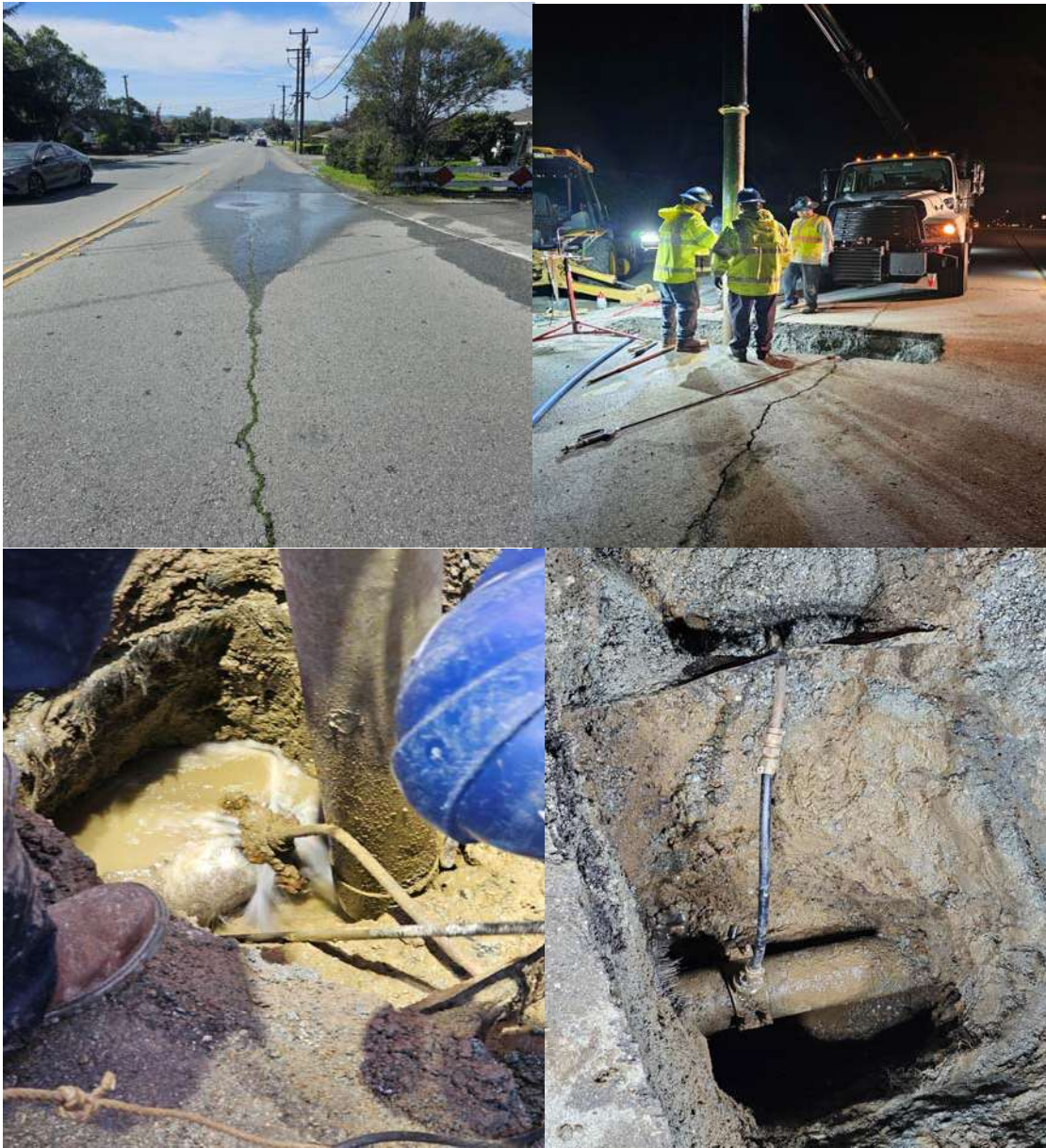
1. All three water reports were completed and submitted on time by March 8, 2024.
2. Sunnyslope County Water and the City of Hollister water allocation was set at 5,000 ac-ft for the production year 2024-2025.
3. In the month of March, Westhills WTP produced a total of 69.673 million gallons while Lessalt WTP produced 45.572 million gallons. The total acre foot produced in March 2024 was 353.674-acft with a balance of 4646.326-acft at the end of the 2024-2025 year.
4. The Sunnyslope maintenance staff responded to several service line repairs in the month of March. Periodically water emergencies occur during off hours, causing emergency personnel to be called out. Staff were dispatched to an emergency on Sunnyslope Road on a Sunday afternoon. Five operators quickly responded. The repair required setting up traffic control, planning the repair, dispatching heavy equipment onsite, locating the water leak, replacing the corroded saddle, backfilling the hole that was excavated, and finally clean up and resume traffic flow. Staff worked over 8 hours on Sunday and all 5 were present on Monday morning to begin the normal work week.
5. All Sunnyslope staff completed the required sexual harassment training provided by the district.
6. Kevin Castro and Adan Cervantes has been training to assume operational duty at the Lessalt and Westhills plants. They have been training for over 2 months in plant operations, understanding water chemistry with chemical addition, procedures, and regulatory limits.
7. 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 182 Work Orders were completed by Sunnyslope Staff between the two facilities.

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

Water (9) March 2024

1. Replaced broken saddle on service line at 1371 Sunnyslope Road.
2. Replaced leaking service line at 1320 Loma Vista Drive.
3. Replaced leaking curb stop at 1610 Valleyview Road.
4. Potholed at the end of Oak Canyon Court to investigate possible water leak.
5. Staff completed sexual harassment prevention training.
6. Continued clearing weeds around district facilities.
7. Flush pressure transducers at district facilities.
8. Repaired conduit for Ridgemark Tank.
9. Replaced front rims and tires on Kubota tractor.

See Next Page for project summary.



| | |
|-------------------------|---|
| Project Location | : Service Line broke on Sunnyslope Rd on a Sunday afternoon |
| Project | : Afterhours saddle replacement |
| Department | : Utilities/Maintenance Department |
| Description | : Sunnyslope staff responded to a after hours call of water running down the street on Sunnyslope Road. The water leak was determined to be an emergency that required 4 additional operators to be dispatched. Four additional operators were called out Sunday evening and quickly began traffic control and repair coordination. Repair was completed within 7 hours and street was reopened. |

LESSALT Water Treatment Plant (8)

1. Replaced leaking tee fitting and bolts on the CMF spent wash water tank. Primed and painted new fittings.
2. Replaced leaking 2" nipple on GAC #1 air relief valve.
3. Calgon Carbon replaced GAC media on GAC unit #2.
4. Replaced leaking fitting on TOC analyzer.
5. Replaced broken drain valve on source conditioned ORP.
6. Air calibrated DO probe.
7. Cleared weeds and sprayed around the facility.
8. Jimmy from Calcon Systems worked on SCADA programming.



| | |
|-------------------------|---|
| Project Location | : Lessalt Water Treatment Plant |
| Project | : Spent Wash Water Tank |
| Department | : Water Department |
| Description | : The Tee on the discharge of the water tank was leaking at a glued joint. Staff installed a 5-gallon bucket to capture water and redirect it to the drain. This was only a temporary fix until proper parts were ordered and repaired properly. |

West Hills Water Treatment Plant (18)

1. Power pole at the Raw Water Pump Station caught fire causing power outage at the station. Water Treatment Plant was subsequently shut off while repair was done by PG&E. PG&E replaced 2 breakers and secured loose wire which was the cause of the fire.
2. Atlas Copco served air compressors.
3. JM Electrical and staff trouble shot Raw Water Pump Station eye wash electrical issue.
4. Installed new nipple on PAC waste pump discharge manifold.
5. Rebuilt PAC waste pump #1 and #2.
6. Jimmy from Calcon trouble shot SCADA power supply issue.
7. Cleaned and calibrated turbidity meters to 20 NTU standard.
8. Replaced electrolyte and calibrated CWI pH probe.
9. Sprayed weeds.
10. Loaded sludge from drying beds for RJR to haul to John Smith Landfill.
11. Replaced CWI pH probe and calibrated.
12. Peroxide cleaned TOC analyzer.
13. Replaced both checks and diaphragms on both permanganate pumps.
14. Inventoried chemical pump rebuild kits.
15. Pascal replaced IC pump flow sensor.
16. Brain Mailey pulled new communication wire for front gate.
17. Replaced diaphragm and check valves on Chlorine pump #2.
18. Clint connected gate communication line and tested call box.
19. Repaired permanganate site tube level sensor.

See Next Page for project summary.



| | |
|-------------------------|---|
| Project Location | : Westhills Water Treatment Plant |
| Project | : RAW Water Pumps Station |
| Department | : Water Department |
| Description | : Heavy winds caused a transformer wire to become loose allowing it to ARC with another wire triggering a power surge. Power pole was on fire upon PG&E arrival. They quickly put the fire out and dispatched additional staff for repairs. Power was out for about 4 hours. |

Wastewater (0)

Industrial Plant (5)

1. Continued cutting, clearing, and spraying weeds around ponds.
2. Started removing aerators.
3. Plates were delivered and installed over trench at headworks.
4. Continued to pump down concrete basins to pond #1.
5. Pumped pond #1 to Pond #6.

See Next Page for project summary.



| | |
|-------------------------|---|
| Project Location | : Industrial Wastewater Treatment Plant |
| Project | : Sludge removal coordinated by SB Foods |
| Department | : Wastewater Department |
| Description | : SB Foods contracted Silva and Sons Trucking to remove the 2,000 dry tons of sludge |

| 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 |
|----------------------|---|---|---|---|---|
| 459 | Work Orders | 2918 | 2480 | 2520 | 2469 |
| 40 | Temporary Manual Read Water Meters Installed in New Construction Accounts | 109 | 287 | 292 | 368 |
| 1 | Radio Read Meters & ERTs Installed in New Construction Accounts | 5 | 3 | 1 | 21 |
| 31 | Total: Manual Read Meters Replaced with Radio Read Meters & ERT's, including Radio Meters Installed in New Construction Accounts | 85 (Total = 7283) | 268 | 300 | 282 |
| 6 | Existing Radio Read Meters & ERTs Replaced with New Radio Read Meters & ERTs | 148 | 247 | 309 | 322 |
| 4 | Valves Exercised (Approx. 2674 in SSCWD System 3/2021) | 273 | 528 | 487 | 721 |
| 15 | Fire Hydrants Flushed (Approx. 938 in SSCWD System 3/2021) | 373 | 537 | 342 | 749 |
| 7 | Meters on Repair List | 177 | 250 | 335 | 326 |
| 8 | Emergency Calls | 99 | 158 | 161 | 174 |
| 107 | Locates on our Water/Sewer Lines | 1253 | 1512 | 1816 | 1732 |
| 0 | Sewer Inspections | 0 | 0 | 0 | 0 |
| 3 | Shutoff Notices | 14 | 0 | 0 | 0 |
| 1 | Water Services Replaced | 10 (Total = 956) | 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: April 1, 2024 | | to | | March 13, 2024 | |
|--|---|---------------------|---------------------------|------------------------------------|--------------------|
| Current Consumption Period: February 14, 2024 | | to | | March 13, 2024 | |
| 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 | 1,116,133 | | | |
| Sunset & Memorial Water Total Flow | 0 | 0 | 2,344,900 | | 4,723,700 |
| Sunnyslope & Memorial Water Total Flow | 0 | 0 | 0 | | 0 |
| Hillcrest and Memorial Water Total Flow | 8,700 | 31,600 | 0 | | 300 |
| Santa Ana & La Baig Water Total Flow | 0 | 2,496,900 | | | |
| Intertie Sub-Total Water Flow | 8,700 | 3,644,633 | 2,344,900 | | 4,724,000 |
| <i>Total Combined Surface and Ground Water Intertie Flow</i> | | 3,653,333 | | 7,068,900 | |
| City of Hollister Well 2 Surface Water Total Flow (West Hills) | | | 10,855,000 | | |
| City of Hollister Well 4 Surface Water Total Flow (West Hills) | | | 13,082,000 | | |
| City of Hollister Well 5 Surface Water Total Flow (West Hills) | | | 12,078,000 | | |
| Sunnyslope Well 2 Surface Water Total Flow (West Hills) | | | | | 8,765,000 |
| Sunnyslope Well 11 Surface Water Total Flow (West Hills) | | | | | 13,074,000 |
| Sunnyslope Surface Water Total Flow (LESSALT) | | | | | 26,616,000 |
| Surface Water Flow Sub-Totals | | | 36,015,000 | | 48,455,000 |
| Ground Water and Surface Water Flow Totals | 8,700 | 39,659,633 | 2,344,900 | | 53,179,000 |
| Current Period: | COH half of Surface Water Flow to Distribution (LESSALT & WH) | | 42,235,000 | | |
| | Net Ground/Surface Water Balance Owed to SSCWD (to COH) | (2,336,200) | -7,299,367 | | |
| | Beginning Water Balance Owed to SSCWD (to COH) | 803,426,300 | -342,025,179 | | |
| | Gallons Billed to COH thru Report Date March 1, 2024 | 0 | | Informational Last Month Net Total | 461,401,121 |
| | Sub-total Ending Water Balance Owed to SSCWD (to COH) | 801,090,100 | -349,324,546 | Net Sub Total | 451,765,554 |
| | Half of Total Gallons LESSALT Discharge to City of Hollister Wastewater Treatment Plant during the current consumption period | | | 1,577,000 | |
| | Exchange Factor; Half of the total gallons discharged to COH WWTP from LESSALT multiplied by a factor of 4 | | | | 6,308,000.00 |
| | Ending Water Balance Owed to SSCWD (to COH) | 794,782,100 | -349,324,546 | Net Total | 445,457,554 |

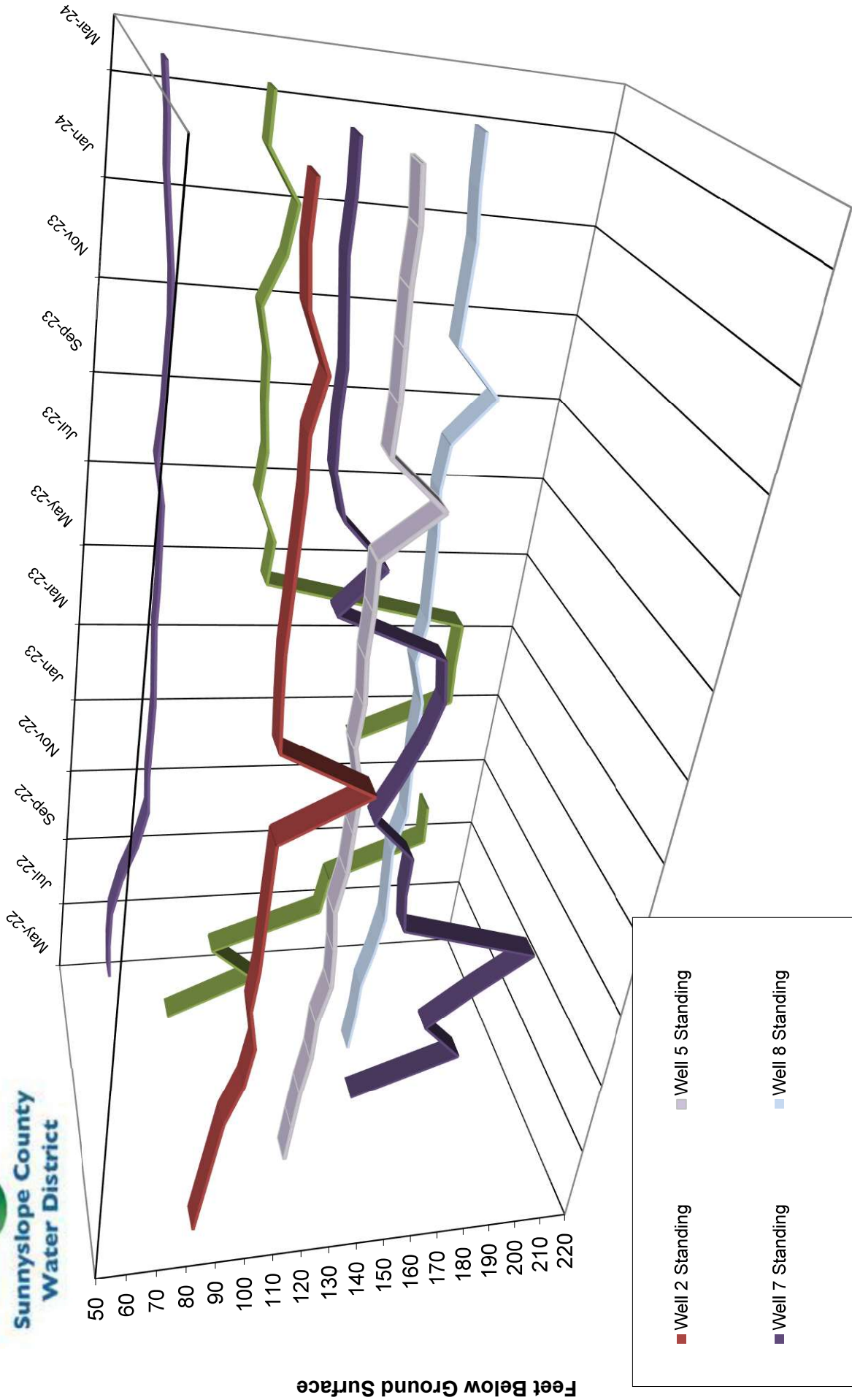
| | | | | | |
|----------|---|------------|--------------|--------------|---------------|
| Current: | LESSALT WTP Total Flow to Distribution | 26,616,000 | | | |
| | Percent of LESSALT Surface Water Received | COH | -4.1% | SSCWD | 104.1% |
| Current: | COH half of LESSALT Total Flow to Distribution | 13,308,000 | | | |
| | Intertie Net Surface Water Total Flow to COH | -1,079,367 | | | |
| | Intertie Net Ground Water Total Flow to COH | -2,336,200 | | | |
| Current: | West Hills WTP Total Flow to Distribution | 57,854,000 | | | |
| | Percent of Surface Water Received | COH | 62.3% | SSCWD | 37.7% |
| Current: | COH half of West Hills WTP Total Flow to Distribution | 28,927,000 | | | |
| | West Hills WTP Surface Water Total Flow to COH | 36,015,000 | | | |

| From April 1, 2023 to Present | | | | | |
|-------------------------------|---|---------------|--------------------|--------------|--------------------|
| YTD | LESSALT WTP Total Flow to Distribution | 463,801,000 | | | |
| | West Hills WTP Total Flow to Distribution | 800,947,000 | | | |
| | Surface WTPs Total Flow to Distribution | 1,264,748,000 | | | |
| | Total YTD Surface Flow to COH/SSCWD | COH | 620,321,736 | SSCWD | 644,426,264 |
| | Percent of Surface Water Received | COH | 49.0% | SSCWD | 51.0% |

Depth to Standing Water Level Below Ground Surface



Month/Year



| | | |
|-----------------|-----------------|------------------|
| Well 2 Standing | Well 5 Standing | Well 11 Standing |
| Well 7 Standing | Well 8 Standing | Test Well # 12 |

Ground Elevation in Feet Above Sea Level
 Well 2 = 325 Well 5 = 438
 Well 7 = 361 Well 8 = 481

Well 11 = 330
 Test Well 12 = 308

Staff Report

Agenda Item: E – 6

DATE: April 23, 2024 (April 23, 2024, Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: General Manager Monthly Status Report

ACTIVE TASKS:

1. **Gavilan College/Cielo Vista Sewer** – San Benito County conducted a meeting for residents of the Cielo Vista neighborhood to explain the process for Sunnyslope to take over sewer responsibilities. The plans for sewer construction have been reviewed by SSCWD, the City of Hollister Public Works and San Benito County Public Works. The process will move quickly as the County is anticipated to approve a service transfer on April 30, 2024 and the Fairview Corners developer will hire a contractor to complete the sewer connection in the summer of 2024.
2. **Vehicle Purchases** – The new John Deere loader/backhoe was delivered and has successfully been used within the district on recent water repair projects. Staff have expressed appreciation for this piece of equipment.
3. **Solar Field Design** – The late March rains delayed solar field completion and PG&E is now scheduled for power shutdown and service cut over on April 30th. After this the system will be finalized and the contractor will demobilize from the SBR. A special meeting is anticipated in May to hold a ribbon cutting ceremony when the system is 100% complete.
4. **Permit Compliance** – Monthly water reports have been completed on time and no water violations were reported.
5. **Staffing** – A recent college graduate accepted a district offer as the Assistant Engineering for the district and he will begin work in May after completing all pre-employment screening.
6. **Blower Replacement Project** – Staff have begun working on the blower replacement project. The project is a minor project in work, but it is complex. Finding a contractor to complete this project has been difficult. Staff elected to subcontract out individual

steps but manage the installation directly so that the project can be completed in May to reduce risk of not having a redundant blower.

7. **SBCWD Coordination** – The sudden dismissal of the SBCWD general manager by majority vote of the current board has required some reprioritization of tasks. Jeff Cattaneo has been recruited to temporarily fill in for the SBCWD and he has reached out to me directly to coordinate. He has been open and responsive to the concerns that have been expressed and he will be working directly with me to follow up on some outstanding issues, as well as to schedule a meeting to discuss the financial status of the Urban Water Supply and Treatment Agreement.

Staff Report

Agenda Item: F – 1

DATE: April 23, 2024 (April 23, 2023, Meeting)

TO: Board of Directors

FROM: Drew A. Lander, General Manager, Shawn Novack, WRA Program Manager

SUBJECT: Consider Adopting Resolution No. 599 Proclaiming May 2024, As “Water Awareness Month” (Not A Project Under CEQA Per Article 20, Section 15378.)

RECOMMENDATION:

Staff recommends the Board adopt the attached Resolution No. 599 proclaiming the month of May 2024 as “Water Awareness Month” and authorized the Board President to sign the resolution on behalf of the Board.

BACKGROUND:

Historically in San Benito County and City the month of May has been celebrated as water awareness month. Each year, new water awareness issues are brought forward to inform and educate California agricultural and urban water users. Shawn Novack, the Water Conservation Program Manager of the Water Resources Agency, has provided the wording for this year’s Resolution.

FISCAL IMPACT:

The fiscal impact is unknown as it is dependent on public participation, however water conservation emphasizes reduction in water sales but promotes the avoidance of critical water shortage emergencies which increase operational costs. Water conservation is anticipated to have net positive effects on expenditures.

ENVIRONMENTAL IMPACT:

The proposed action is not a project as defined by the California Environmental Quality Act per Article 20, Section 15378.

ATTACHMENT: Resolution No. 599

RESOLUTION NO. 599

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
SUNNYSLOPE COUNTY WATER DISTRICT
PROCLAIMING MAY 2024 AS WATER AWARENESS MONTH**

WHEREAS, California's arid and semiarid climate, its ambitious and evolving economy, and its growing population have combined to make water shortages and conflicting demands the norm; and

WHEREAS, the rising concern of climate change could limit the state and federal governments water infrastructure due to less snowpack and environmental concerns in the Delta; and

WHEREAS, the water supply for San Benito County's water agencies is derived from a variety of sources including local groundwater, watersheds and reservoirs, water imported and contracted through the United States Bureau of Reclamation by way of the Central Valley and San Felipe Projects, and recycled water; and

WHEREAS, the health, welfare, and quality of life for our community depends on a reliable, high quality water supply; and

WHEREAS, municipal agencies and governments continue to seek cost-effective and efficient systems to obtain and deliver water to meet the needs of residents, agriculture and the economy; and,

WHEREAS, the state, county, cities and concerned citizens make strong efforts to foster wise decisions concerning water issues and water use; and,

WHEREAS, the fact that California will experience periodic droughts and water conservation is critical not only during drought periods, but at all times; and

WHEREAS, during May 2024, the Sunnyslope County Water District is inviting everyone to find out ways to save water both at work and at home.

NOW, THEREFORE, the Board of Directors for the Sunnyslope County Water District proclaim May 2024 as Water Awareness Month and urge all citizens, businesses, industries, institutions, and public agencies to review their water use and water systems for water use efficiency and to contact their water supplier for water saving ideas and assistance.

THE FOREGOING RESOLUTION No. 599 on a motion by Director _____ and second by Director _____ is duly adopted this 23rd day of April 2024, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

SUNNYSLOPE COUNTY WATER DISTRICT

Signed: _____

Ed Mauro, President

(S E A L)

ATTEST:

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

Staff Report

Agenda Item: F – 2

DATE: April 15, 2024 (April 23, 2024, Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: Consider Adoption Of Resolution No. 600 Ordering A District Election, Requesting The County Of San Benito To Conduct The Election, And Authorizing Payment For The Cost Of The Election To Be Budgeted At \$50,000. (Not A Project Under CEQA Per Article 20, Section 15378).

RECOMMENDATION:

Staff recommends the Board adopt Resolution No. 600 ordering a District election, requesting the County of San Benito conduct the election, and authorizing payment for the true cost of the election as invoiced by San Benito County.

BACKGROUND:

On November 30, 2024, two of the Board of Director's terms will expire requiring an election of Board Members to fill these three upcoming vacancies. The next regular election will be held November 5, 2024 and the District must adopt a resolution ordering the election, requesting the County of San Benito conduct the election on behalf of the district, and authorize payment for the County's services to conduct the district's election. This Resolution and a Notice of Elective Offices to be Filled must be certified and delivered to the County Clerk of San Benito County at least 125 days prior to the day of the election (July 1, 2024) for the district to utilize the services of the County. The cost for the County to conduct the election on the district's behalf will be dependent on the candidates running and the district's share of the County's overall cost of conducting the election on November 5, 2024, and as a result of State of California mandates to provide mail in ballots to all eligible voters the district will again pay a portion of this additional election expenses. The district share this year is estimated to be \$50,000 if multiple contestants are added to the ballot. If incumbents run unopposed then the cost to the district is significantly less. The district's election will be held with several other local, State, and Federal elections reducing the district's share. The actual cost will not be invoiced until sometime in early 2025.

Residents of Sunnyslope County Water District interested in running for open seats on the Board of Directors must submit forms declaring their candidacy between July 15, 2024, and by August 9, 2024, at 5:00 pm. These forms may be obtained from the County Office of Elections between these dates.

FISCAL IMPACT:

The fiscal impact of the County conducting the District's election could be as much as \$50,000 but true costs will be shared with other local, State, and Federal elections being conducted at the same time. The last election in 2020 cost \$42,000, however in 2022 the board members ran unopposed and district costs were less than \$4,000.

ENVIRONMENTAL IMPACT:

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 #600

RESOLUTION NO. 600

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
SUNNYSLOPE COUNTY WATER DISTRICT
CALLING 2024 GENERAL ELECTION FOR
CONSOLIDATION OF ELECTION;
AND PUBLICATION OF NOTICE OF ELECTION BY SECRETARY**

ADOPTED _____

WHEREAS, the terms of two members of the Board of Directors of the Sunnyslope County Water District (SSCWD or District) will expire on November 30, 2024;

WHEREAS, for the purpose of filling said offices, it is necessary that the Sunnyslope County Water District election be held pursuant to the Uniform District Election Law, and other pertinent laws of the State of California; and

WHEREAS, pursuant to Section 10002 of the California Elections Code, the Board of Directors of the Sunnyslope County Water District requests the Board of Supervisors of San Benito County to permit the County Registrar of Voters to render specified services to the District relating to the November 5, 2024 Election; and

WHEREAS, pursuant to Section 10002, the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. An election of the District be held pursuant to Section of Section 10002 of the California Elections Code.
2. In accordance with Section 13307 of the California Elections Code, candidates shall be allowed to submit a Candidate's Statement of Qualifications consisting of not more than 200 words.
3. The Secretary of this Board of Directors is hereby authorized and directed, for and on behalf of said Board of Directors, pursuant to Section 10509 of California Elections Code, to notify by a Notice, attached to this Resolution as Exhibit A, the Registrar of Voters of San Benito County Resolution, the Registrar of Voters of San Benito County on or before the 125th day prior to said election that there are three electives offices to be filled at the District election for Sunnyslope County Water District Board of Directors, and that candidates will pay for publication of their Statement of Qualifications.
4. Pursuant to California Election's Code Section 10407, the period for filing nomination documents by candidates in this District election, which is consolidated with the general election, shall commence on July 15, 2024. The nomination documents shall be filed no later than 5:00 pm on August 9, 2022, in the office of the appropriate officer during regular office hours.

5. Unless the publication of notice of election is otherwise provided by the Elections Department of San Benito County, the Secretary of this Board of Directors shall and is hereby authorized and directed, for and on behalf of said Board of Directors, pursuant to Section 12112 of the State of California Elections Code, not less than 90 days but no more than 125 days prior to the day fixed for said election, to publish in a newspaper of general circulation in the District, a Notice, attached to this Resolution as Exhibit B stating the date of the election and the number of offices to be filled at said election.

6. The Secretary of this Board of Directors shall designate the Registrar of Voters or designee to act in their place and stead in issuing Official Filing Petitions and administering oaths or affirmations as required under Section 10512 of the California Elections Code and Article XX, Section 3 of the California Constitution.

7. The Secretary or any officer of this Board of Directors be, and hereby is, authorized and directed to take the above action for and on behalf of the Board of Directors and any and all actions that may be necessary or appropriate, including procurement of necessary supplies and services to prepare for and conduct said general election in accordance with the District law.

The above Resolution was passed by the following vote of the Board of Directors of the Sunnyslope County Water District, at a regular meeting of said Board held on April 23, 2024.

AYES: Directors –

NAYS:

ABSENT:

Ed Mauro, President

(Seal)

ATTEST:

By _____

Drew A. Lander, Secretary of Board of Directors

Exhibit A

NOTICE TO REGISTRAR OF VOTERS OF GENERAL ELECTION OF SUNNYSLOPE COUNTY
WATER DISTRICT
(California Elections Code Section 10509)

NOTICE IS HEREBY GIVEN:

At the next general election of the County of San Benito, there will be filled two electives' offices the same being the office of two members of the Board of Directors of Sunnyslope County Water District. Said election shall be held on November 5, 2024.

The Candidate is to pay for the publication of any statement pursuant to Section 13307 of the California Elections Code.

Each candidate shall be allowed to submit a Candidate's Statement of Qualifications consisting of no more than 200 words.

Executed at 3570 Airline Highway, Hollister, California, on April 23, 2024.

Ed Mauro, President

By _____
Drew A. Lander,
Secretary of Board of Directors

Exhibit B

NOTICE OF GENERAL ELECTION OF SUNNYSLOPE COUNTY WATER DISTRICT
(California Elections Code Section 12112)

At the next general election of the County of San Benito, there will be filled two electives' offices the same being the office of two members of the Board of Directors of Sunnyslope County Water District. Said election shall be held on November 5, 2024.

Candidates shall reside within the District boundary. Declarations of Candidacy shall be obtained and filed at the County of San Benito Registrar of Voters, 440 Fifth Street, 2nd Floor, Room 206, Hollister, CA 95023. Declarations of Candidacy shall be filed by 5:00 p.m. on August 9, 2024.

Appointment to each elective office will be made as prescribed by California Elections Code Section 10515 in the event there are no nominees or an insufficient number of nominees for office by the filing date listed above.

The Candidate is to pay for the publication of any statement pursuant to Section 13307 of the California Elections Code.

Each candidate shall be allowed to submit a Candidate's Statement of Qualifications consisting of no more than 200 words.

Executed at 3570 Airline Highway, Hollister, California, on April 23, 2024.

Ed Mauro, President

By _____
Drew A. Lander,
Secretary of Board of Directors

Staff Report

Agenda Item: F-3

DATE: April 18, 2024 (April 23, 2024 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: Consider Approval and Authorize the President to Sign an Agreement for Water and Sewer Facilities and Service for the Fairview Corners Development (CEQA Certified MND)

RECOMMENDATION:

Staff recommends the Board approve Resolution No. 601 to authorize the President to sign the Agreement for Water and Sewer Facilities and Service for the Fairview Corners Development.

BACKGROUND:

The proposed Fairview Corners development is located South of the Cielo Vista residential neighborhood and adjacent to the Gavilan College campus. The property is within Sunnyslope's boundary for both water and sewer service and Sunnyslope has long anticipated the development of this area. The development will consist of 189 new single-family homes along with small open space areas. District staff have worked extensively with the developers to negotiate several requirements specific to this development and how it fits into the district's overall water and sewer systems.

To provide sewer service for this development, Sunnyslope and the City of Hollister have entered into a Sewer Treatment Agreement which as allowed for the County of San Benito to proceed with divesting of wastewater services within the adjacent Cielo Vista Neighborhood. Approval of this development agreement provides the developer direction to install sewer improvements to abandon the antiquated County sewer treatment operated on behalf of the Cielo Vista CSA and on April 30th the County will act to permit Sunnyslope to take over the sewer collection, with the City of Hollister receiving all wastewater for treatment. Agreements for payment of sewer treatment services are in place. All sewer improvements within the development will be paid for in full by the developer, as will the costs of connecting all 78 residential homes in Cielo Vista and all City Sewer Connection fees required by City code. This development and its infrastructure prevents the Gavilan College project from installing a proposed septic system and all improvements are consistent with the intent of the Water/Wastewater Master plan developed for protecting ground water. This project also is consistent with the district vision of sending all wastewater generated East of Highway 25 to the City of Hollister domestic sewer treatment plant.

The developer will extend a blended water line through to the Harburn Way neighborhood to the South, fulfilling a long-planned service to that area, and this development will provide the easements and construction necessary to extend the well water (potable irrigation supply pipe) service line to Best Road Mutual Water Company and ultimately to supply the Tres Pinos Water District with improved water. All water service lines are new and will be paid for by those benefiting from the water services. The Fairview corners developer will pay for all new piping associated with receiving blended water into the subdivision. The DWR grand funding received by the County of San Benito will pay for the piping needed to extend services through the Fairview corners development. Ultimately these improvements will provide looped water paths to maintain high water qualities.

FISCAL IMPACT:

The Fairview Corners development will ultimately provide 189 water capacity fees totaling \$2,727,270. Sewer Capacity fees will be paid to the City of Hollister. Sewer fees will be set at \$116 per Equivalent Dwelling Unit (EDU) with approximately \$60 per month per connection funding collections, and maintenance services totaling \$136,000 in sewer service revenue. It will also provide 189 new rate-paying water and sewer collection customers. Moreover, the development facilitates several important future Capital Projects through the infrastructure it is installing.

ENVIRONMENTAL IMPACT:

The San Benito County Board of Supervisors approved the Initial Study, Mitigated Negative Declaration and Mitigation Monitoring Program and found it complete and in compliance with CEQA requirements.

ATTACHMENTS:

Resolution No. 601
Fairview Corners Development Agreement

RESOLUTION NO. 601

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SUNNYSLOPE COUNTY WATER DISTRICT APPROVING AND
AUTHORIZING EXECUTION OF AGREEMENT FOR WATER
FACILITIES AND SERVICE FOR THE FAIRVIEW CORNERS
DEVELOPMENT.**

RESOLVED, by the Board of Directors of the Sunnyslope County Water District, San Benito County, California, that that certain Agreement for water and sewer service facilities and service by and between this District and Inc. ("Developer"), a California limited liability company, heretofore presented to this Board, be, and it is hereby, accepted and approved and that the President of said District be, and is hereby, authorized and instructed to sign said agreement, and that the Secretary of said District, be, and is hereby, authorized and instructed to countersign and attest said agreement, in triplicate, and to deliver duly executed copies thereof to the Developer, on behalf of said District, and is further authorize and instructed to record a copy of said agreement in the office of the County Recorder of the County of San Benito, State of California.

THE BOARD FURTHER RESOLVES, that acceptance of said Facilities by the District shall be considered by the Board only upon satisfactory completion of all specified conditions of the Agreement, to be determined by the District Engineer.

The above Resolution was passed by the following vote of the Board of Directors of the Sunnyslope County Water District, at a special meeting of said Board held on April 23, 2024.

AYES: Directors -
NOES: None
ABSENT: None

Signed: _____
Ed Mauro, President

(Seal)

ATTEST:

By _____
Drew A. Lander, Secretary of Board of Directors

Staff Report

Agenda Item: **F - 4**

DATE: April 16, 2024 (April 23, 2024, Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: Consider Approval Of Resolution No. 602 Adopting Guidelines For The Submission And Tabulation Of Protests In Connection With Fee And Charge Hearings Pertaining To The Cielo Vista Sewer Service Area.

RECOMMENDATION:

Staff recommends the Board approve Resolution No. 602 adopting guidelines for the submission and tabulation of protests in connection with fee and charge hearings conducted pursuant to Proposition 218 and Article XIII D, Section 6 of the California Constitution.

BACKGROUND:

Sunnyslope County Water District will mail notices to customers and property owners who are within the district service boundary and who also are proposed to receive sewer services through a new Cielo Vista sewer truckline connected with the City of Hollister. The district will set a public hearing on May 28, 2024 at which time the Board shall consider a proposed wastewater rate specific to the customers of Cielo Vista, the Gavilan College and the proposed Fairview Corners subdivision. The notices are sent in accordance with Proposition 218 and pursuant to Article XIII D, Section 6 of the California Constitution, which allows property owners subject to the proposed fees and charges the opportunity to protest the proposed service charges.

Neither Proposition 218 nor Article XIII D clearly specify who is allowed to submit protests, how written protests are to be submitted, or how the District is to tabulate the protests. However, it is recommended that the Board consider adoption of a resolution to specify District's procedures to be used in receiving and tabulation protests related to imposing or increasing the wastewater fees that are charge to this new sewer collection area subject to Article XIII D of the California Constitution.

Staff has calculated the sewer rate for the Cielo Vista Sewer Collection Area to be a total of \$116 per Equivalent Dwelling Unit (EDU). This fee is a flat rate to be consistent with the city flat rate structure and it will mimic the structure proposed when new rates are presented for the Ridgemark service area. The city of Hollister Sewer rate is \$80.38 per connection (EDU) per month within the City limits. They require by contract that Sunnyslope pay \$56.26 per connection per month for sewer treatment and transmission. Sunnyslope has calculated that collection services and all capital recovery for the subdivision and future maintenance is \$59.74

per connection (EDU) per month. Together these service fees total \$116.00 per month and will recover all costs associated with the ongoing maintenance of this system. Connection fees for treatment and transmission will be collected by Sunnyslope and paid to the City of Hollister monthly as connections occur. The Sewer collection area has been inspected and found to be in sound condition with only small repairs needed which will be completed by the County or the developer establishing the sewer connection before acceptance by Sunnyslope.

Please find attached to the Staff Report a resolution specifying the District's procedures to establish protest procedures in this specific sewer collection area for the Board's consideration.

ENVIRONMENTAL IMPACT:

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.

ATTACHMENT:

Resolution No. 603

RESOLUTION NO. 602

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
SUNNYSLOPE COUNTY WATER DISTRICT**

**ADOPTING GUIDELINES FOR THE SUBMISSION AND
TABULATION OF PROTESTS IN CONNECTION WITH FEE AND
CHARGE HEARINGS CONDUCTED PURSUANT TO ARTICLE XIII D,
SECTION 6 OF THE CALIFORNIA CONSTITUTION
PERTAINING TO "THE CIELO VISTA SEWER SERVICE AREA"**

FINDINGS

1. Article XIII D, Section 6 of the California Constitution requires the Board of the Sunnyslope County Water District (District) consider written protests prior to proposed imposition or increase to any water or wastewater fee or charge; and

2. This law does not offer specific guidance as to who is allowed to submit protests, how written protests are to be submitted, or how the District is to tabulate the protests.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Sunnyslope County Water District Board of Directors that the following procedures shall be used when imposing or increasing a fee or charge subject to Article XIII D of the California Constitution as it pertains to the Cielo Vista Sewer Service Area:

Section One. **Findings.** The Findings set forth above are incorporated into this Resolution as if set forth in full.

Section Two. **Definitions.** Unless the context plainly indicates another meaning was intended, the following definitions shall apply in construction of these guidelines.

- A. "Parcel" means a County Assessor's parcel the owner or occupant of which is subject to the proposed fee or charge that is the subject of the hearing.
- B. "Record owner," "owner of record," and "parcel owner" mean the person or persons whose name or names appear on the County Assessor's latest equalized secured property tax assessment roll as the owner of a parcel.
- C. A "fee protest proceeding" is not an election, but the District Secretary shall maintain the confidentiality of protests as provided below and shall maintain the security and integrity of protests at all times.
- D. All undefined terms shall be given the definitions set forth in the District Code, a codification of the General Resolutions of the Sunnyslope County Water District published by Book Publishing Company and supplemented by Matthew Bender Y Company, its successor in interest, as that Code may be amended from time to time.
- E. All undefined terms shall further be construed in accord with the District Manual of Policies as approved by the Board.

Section Three. **Notice Delivery.** Notice of proposed fees or charges and public hearing shall be as follows:

- A. The District shall give notice of proposed fees or charges via U.S. mail to all record owners and customers proposed to be eligible for wastewater services through the Cielo Vista Subdivision sewer connection to the City of Hollister with sewer

collection services to be administered by Sunnyslope County Water District.

- B. The District will post the notice of proposed fees or charges and public hearing at its official posting sites.

Section Four. Protest Submittal.

- A. Any record owner who is subject to the proposed fee or charge which is the subject of the hearing may submit a written protest to the District Secretary, by:
- Personal delivery to the District Secretary at the District's Office, 3570 Airline Highway, Hollister, CA 95023-9702 during published business hours on or before the date of the public hearing, or
 - Mail, by deposit in the U.S. Mail, postage pre-paid, to the District Secretary at Sunnyslope County Water District, 3570 Airline Highway, Hollister, CA 95023-9702. All mailed protests must be received on or before 5:00 p.m. on the date of the public hearing, or
 - Personally submitting the protest at the public hearing, before the hearing is closed.
- B. Protests must be received before the end of the public hearing, including those mailed to the District. No postmarks shall be accepted; therefore, any protest not actually received before the close of the hearing, whether or not mailed prior to the hearing, shall not be counted.
- C. Emailed, faxed, and photocopied protests shall not be counted.
- D. Oral comments at the public hearing will not qualify as a formal protest unless accompanied by a written protest. The District board nonetheless welcomes input from the community during the public hearing on the proposed charges.

Section Five. Protest Requirements.

- A. A written protest must include:
- (i) A statement that it is a protest against the proposed fee or charge, which is the subject of the hearing.
 - (ii) Name of the record owner who is submitting the protest;
 - (iii) Identity, by street address or assessor's parcel number (APN), of the parcel with respect to which the protest is made;
 - (iv) Original signature and legibly printed name of the record owner who is submitting the protest.
- B. Protests shall not be counted if any of the required elements (i thru iv) outlined in the preceding subsection "A." are omitted.
- C. Only one protest will be counted per parcel as provided by Government Code Section 53755(b).
- D. A separate, written, and signed protest shall be required for each parcel.

Section Six. Protest Withdrawal. Any person who submits a protest may withdraw it by submitting to the District Secretary a written request that the protest be withdrawn. The

withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the record owner or customer of record who submitted both the protest and the request that it be withdrawn. Withdrawals must be received before the end of the public hearing.

Section Seven. **Transparency, Confidentiality, and Disclosure.**

- A. To ensure transparency and accountability in the protest tabulation while protecting the privacy rights of record owners and customers of record, protests shall be maintained in confidence until tabulation begins following the public hearing.
- B. Once a protest is opened during the tabulation, it becomes a disclosable public record, as required by state law.

Section Eight: **District Secretary.** The District Secretary shall not accept as valid any protest if he or she determines that any of the following is true:

- A. The protest does not, clearly and unambiguously, state it is a protest in opposition to the proposed charges.
- B. The protest does not name the record owner of the parcel identified in the protest as of the date of the public hearing.
- C. The protest does not identify a parcel within the District, which is subject to the proposed charge.
- D. The protest does not bear an original signature of the named record owner of the parcel identified on the protest. Whether a signature is valid shall be entrusted to the reasonable judgment of the District Secretary, who may consult signatures on file with the County Elections Official and/or the District.
- E. The protest was altered in a way that raises a fair question as to whether the protest actually expresses the intent of a record owner to protest the charges.
- F. The protest was not received by the District Secretary before the close of the public hearing on the proposed charges.
- G. A request to withdraw the protest was received prior to the close of the public hearing on the proposed charges.

Section Nine. **District Secretary's Decisions Final.** The District Secretary's decision that a protest is or is not valid shall constitute a final action of the District and shall not be subject to any internal appeal.

Section Ten. **Majority Protest.**

- A. A majority protest exists if timely written protests are submitted and not withdrawn by the record owners of a majority (50% plus one) of the parcels subject to the proposed charge.
- B. The number of parcels currently connected to the Cielo Vista sewer system, plus the three parcels identified in the Sewer service agreement between Sunnyslope and the City of Hollister for wastewater treatment shall control in determining whether a majority protest exists.

Section Eleven. **Tabulation of Protests.** At the conclusion of the public hearing, the District Secretary shall tabulate all protests received, including those received during the public hearing, and shall report the results of the tabulation to the District Board. If the total number

of protests received is insufficient to constitute a majority protest, the District Secretary may determine the absence of a majority protest without validating the protests received, but may instead deem them all valid without further examination. Further, if the number of protests received is obviously substantially fewer than the number required to constitute a majority protest, the District Secretary may determine the absence of a majority protest without opening the envelopes in which protests are returned.

Section Twelve. **Report of Tabulation.** If at the conclusion of the public hearing, the District Secretary determines that he or she will require additional time to tabulate the protests, he or she shall so advise the District Board, which may adjourn the meeting to allow the tabulation to be completed on another day or days. If so, the District Board shall declare the time and place of tabulation, which shall be conducted in a place where interested members of the public may observe the tabulation, and the District Board shall declare the time at which the meeting shall be resumed to receive and act on the tabulation report of the District Secretary.

Section Thirteen. **Delegation.** The General Manager is directed and authorized to execute all documents and to perform all necessary acts to implement the effect of this Resolution.

Section Fourteen. **Effective Date.** This Resolution shall take immediate effect.

Section Fifteen. **Severability.** If any subdivision, paragraph, sentence, clause or phrase of this Resolution is, for any reason, held to be invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or enforcement of the remaining portions of this Resolution. It is the District’s express intent that each remaining portion would have been adopted irrespective of the fact that one or more subdivisions, paragraphs, sentences, clauses, or phrases be declared invalid or unenforceable.

THE FOREGOING RESOLUTION on a motion by Director _____ and second by Director _____ is duly adopted this 23rd day of April 2024, by the following votes.

AYES: DIRECTORS
NAYS: DIRECTORS
ABSENT: DIRECTORS

SUNNYSLOPE COUNTY WATER DISTRICT

By: _____
Ed Mauro, President

(SEAL)

ATTEST: _____
Drew A. Lander, Secretary

Staff Report

Agenda Item: F – 5

DATE: April 16, 2024 (April 23, 2024 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: Consider Approval Of New Principal Engineer Job Description, Salary Structure, Modified Organization Chart, And The Retirement Of The Plant Electrician/Instrumentation Technician Position.

RECOMMENDATION:

The Personnel Committee and staff recommends the Board approve the new job description titled "Principal Engineer", accompanying salary structure, modified organization chart, and retiring the prior position titled Electrical/Instrumentation technician (E/I Tech).

BACKGROUND:

Over the past 8 months the district has failed to identify a qualified Associate Engineering candidate interested in relocating to Hollister, despite advertising statewide. A favorable candidate for Assistant Engineer has been recruited, however he is a recent college graduate who will need significant training and oversight during the coming years. More recently staff has received inquiries from a more experienced engineering candidate with demonstrated skills that exceed the Associate Engineering job description but who have expressed sincere interest in joining the Sunnyslope team if a more advanced engineering position was available.

After significant consideration the Principal Engineering position was developed and was presented to the Personnel Committee, who convened on April 9, 2024 to review the position and discuss staffing. This position is presented for approval by the Board with the accompanying organization chart providing this new potential employee with oversight over engineering services and the Assistant/Associate Engineering position.

This new hire will eliminate the need to continue with outsourced inspection services and they will be able to dedicate training time to the inexperienced Associate Engineering to create a strong engineering team. Additionally, the removal of the E/I Tech position keeps staffing levels at the same level and only the difference of the increase in the salary structure from the E/I Tech to the Principal Engineer is an increase in operational budget.

Additionally, increasing the engineering resources of the district will also allow more SCADA trouble shooting to be completed in house, and more completed technical evaluations result in better decisions and money savings over time.

Attached is a modified District Organization Chart inserting the Principal Engineer position and the accompanying salary scale.

FISCAL IMPACT:

The financial impact of the additional position will be tempered by the reduction of outsourced engineering services and with the anticipated three years of district expansion to the Tres Pinos area there will be an influx of grant funding that will reimburse the district for \$30,000 a year in engineering and administration tasks.

The cost differential at the high end of the salary scales between the E/I tech and the Principal Engineer is \$51,293. It is proposed that this new technical expertise will return more than this value to the district annually by performing in-house tasks that would otherwise be outsourced.

ENVIRONMENTAL IMPACT:

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:

Proposed Principal Engineering Job Description
Proposed Organization Chart
Proposed Salary Scale inserted in current salary structure.

April 2024
FLSA: EXEMPT
At-Will



PRINCIPAL ENGINEER

DEFINITION

Under direction from the General Manager, this upper management level position is responsible for the District's Engineering and technical services functions; develops and manages the District's Capital Improvement Program (CIP); provides technical and strategic oversight to steer District long-term planning; manages District Geographic Information System (GIS) and Asset Management data; oversees technical development of certain District Ordinances/Standards; oversees administration of new service connection applications and assists the public in forming of special assessment districts for new connections to the District's water and wastewater services; oversees the District's laboratory functions; manages the water and wastewater regulatory permitting; serves as District Engineer in the absence of the General Manager; serves as Project Manager on specific CIP projects; advises on water treatment and distribution operations, and on collections and wastewater treatment operations, and maintenance issues; provides engineering and technical advice and support to District Staff/General Manager; may serve as Acting General Manager when assigned; and performs other duties as required.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the General Manager. Exercises general direction over the Assistant/Associate Engineer and may direct other staff when assigned. Exercises general direction over all engineering functions of the District, and over other engineering services and construction management services as contracted by the District from time to time.

CLASS CHARACTERISTICS

The Principal Engineer provides general technical oversight for the District and is involved in deciding outcomes for any number of technical issues the District may face. This is a professional engineering class position, and incumbents must have a working knowledge of various aspects of civil engineering as it relates to planning, design, and construction of water treatment/distribution and wastewater treatment/collections facilities. The duties involve frequent contact with the public, consultants, contractors, developers, and other agencies.

EXAMPLES OF ESSENTIAL FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

General

- ◆ Advises General Manager and when requested shall report to the Board of Directors on status and technical issues related to District Engineering activities.
- ◆ Represents the District in contacts with other utilities, regulatory agencies, governmental bodies, planning agencies, private organizations, consultants, trade and professional associations, technical groups, or developers.
- ◆ Develops applications for various grant opportunities.
- ◆ Prepares staff reports, Board Summaries, and recommendations and may make presentations to Committees and the Board of Directors.
- ◆ Builds and maintains positive working relationships with co-workers, other District employees, and the public.
- ◆ Prepares and maintains a variety of maps, calculations, plans and records; responds to inquiries and provides information to contractors, developers, other agencies and the public.
- ◆ Participates in numerous collaborative meetings with partners, coworkers, and outside entities.
- ◆ Performs other duties and responsibilities not listed as assigned or required.

Management/Administrative

- ◆ Coordinates, directs, and reviews the work of others including the District's Assistant/Associate Engineer.
- ◆ Manages administration of Connection Permits, Plumbing Permits, and Annexations.
- ◆ Maintains the District's engineering and planning records.

Capital Improvement Program

- ◆ Develops and maintains the District's Long Term Capital Improvement Program plan.
- ◆ Serves as Project Manager on numerous District projects.
- ◆ Coordinates implementation of Capital Improvement Program projects, including requests for proposals, studies, design engineering, inspection, and construction management.
- ◆ Prepares reviews and checks engineering drawings, plans, computations, estimates and reports for completeness, accuracy, and soundness of applied engineering principles and District standards.

Long Term Planning

- ◆ Performs Asset Management functions for District database including, but not limited to defining and measuring levels of service, forecasting future demand requirements, establishing base asset database, assessing asset condition, identifying critical assets and business risks, and developing both maintenance and capital investment strategies and plans.
- ◆ Oversees maintenance of District GIS data/system.
- ◆ Is responsible for development of technical studies and analyses to assist long term planning of

District infrastructure/services, and to respond to specific questions posed by the Board of Directors or General Manager to assist in decision making.

- ◆ Manages Long Term planning needs in response to County and City growth planning.

Technical Advisory

- ◆ Performs complex analytical and data centric evaluations pertaining to District operations and administration to improve District function.

QUALIFICATIONS

Knowledge of:

- ◆ Administrative principles and practices, including goal setting, program development, implementation, and evaluation and supervision of staff, either directly or through subordinate levels of supervision.
- ◆ Principles and practices of budget development, administration, and accountability.
- ◆ Principles and practices of employee supervision, including work planning, assignment, review and evaluation, and the training of staff in work procedures.
- ◆ Organization and supervisory practices as applied to the development, analysis, and evaluation of programs, policies, and operational needs of the assigned division.
- ◆ Thorough knowledge of civil engineering principles, practices and methods as applied to the planning, design, construction, operations, and maintenance of water and wastewater systems.
- ◆ Working knowledge of hydraulics, statistics and engineering economics, structural and pipeline design techniques, engineering mathematics and statistical techniques, engineering materials, surveying, and applicable building codes and standards, construction practices and methods, quantitative analysis, public policy. Civil engineering information sources, state and federal wastewater regulations, state/national/local construction codes, and applicable safety standards.
- ◆ Skill in applying engineering principles and techniques to the solution of civil engineering assignments – preparing plans, designs, sketches, estimates, and draft specifications for wastewater facilities, conducting asset management studies, analyzing engineering data and reports, and drawing sound conclusions.
- ◆ Applicable Federal and State and local laws; District, Department, and Division regulations, codes, policies, and procedures.
- ◆ General principles for CEQA Environmental Compliance.
- ◆ Techniques for effectively representing the District in contacts with governmental agencies, community groups, and various business, professional, educational, regulatory, and legislative organizations.
- ◆ Techniques for providing a high level of customer service to public and District staff, in person and over the telephone.
- ◆ Record keeping and report writing principles and procedures.
- ◆ Computer applications related to the work, such as Microsoft Office Suite software with emphasis in Access, Excel, Word and AutoCAD.

Ability to:

- ◆ Administer programs and the work of staff directly and through subordinate levels of supervision.
- ◆ Provide for the selection, training, development, motivation, and work evaluation of staff.
- ◆ Develop and implement goals, objectives, policies, procedures, work standards, and internal controls for the division.
- ◆ Prepare and administer budgets and allocate limited resources in a cost-effective manner.
- ◆ Make sound, independent decisions in day-to-day activities and in emergency situations.
- ◆ Develop, implement, and administer goals, objectives, and procedures for providing effective and efficient engineering services.
- ◆ Understand, interpret, explain, and apply applicable laws, codes, regulations, and standards.
- ◆ Perform complex planning, design, and engineering functions.
- ◆ Make recommendations to modify existing policies, strategies, and/or methods to meet unusual conditions as appropriate.
- ◆ Make effective public presentations.
- ◆ Read and interpret plans and specifications.
- ◆ Prepare clear, concise, and comprehensive engineering reports, recommendations, correspondence, policies, procedures, and other written materials.
- ◆ Make accurate arithmetic, financial, and statistical computations.
- ◆ Analyze data and information using established criteria to determine consequences and to identify and select alternatives.
- ◆ Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work and set priorities.
- ◆ Manage permitting, mapping, and drafting activities.
- ◆ Negotiate, prepare, and manage consultant contracts.
- ◆ Maintain attention to detail and accuracy while meeting critical deadlines.
- ◆ Use English effectively to communicate in person, over the telephone, and in writing.
- ◆ Identify and take appropriate action when operating problems occur.
- ◆ Use tact, initiative, prudence, and independent judgment within general policy and legal guidelines.
- ◆ Respond to public inquiries and requests concerning the District's systems and facilities.
- ◆ Establish and maintain effective working relationships with those contacted in the course of the work.

EDUCATION AND EXPERIENCE:

Any combination of training and experience which would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

Experience:

10 years of experience in Civil Engineering, Sanitary Engineering, Hydraulic Engineering, Mechanical Engineering, or closely related field.

State Certifications in drinking water treatment and distribution systems operations, wastewater treatment operations or certifications through the California Water Environment Association (CWEA) technical proficiency programs may be considered as additional years of experience.

Education:

Equivalent to a master's degree from an accredited college with major coursework in Civil Engineering, Sanitary Engineering, Hydraulic Engineering, Mechanical Engineering or closely related field.

REQUIRED QUALIFICATIONS:

- ◆ Possession of a valid Certificate of Registration as a professional engineer issued by the California State Board of Registration.
- ◆ Possession of a Class C driver's license required by the State of California, Department of Motor Vehicles, to perform the duties of the position. Continued maintenance of said driver's license in compliance with established District vehicle operation standards, and the ability to be insured for the operation of a vehicle/District vehicle in accordance with the terms and conditions of the District's insurance program are conditions of continuing employment.

Additional Requirements:

All Sunnyslope Water District employees are, by State and Federal law, **Disaster Service Workers**. The roles and responsibilities for Disaster Service Workers are authorized by the California Emergency Services Act and are defined in the California Labor Code. In the event of a declaration of emergency, any employee of the District may be assigned to perform activities which promote the protection of public health and safety or the preservation of lives and property. Such assignments may require service at locations, times, and under conditions that are significantly different than the normal work assignments and may continue into the recovery phase of the emergency.

If a "Local Emergency" is declared during the employee's shift, employees will be expected to remain at work to respond to the emergency needs of the community. If a "Local Emergency" is declared outside of the employee's shift, employees must make every effort to contact their direct supervisor or department head to obtain reporting instructions as Disaster Service Workers.

PHYSICAL DEMANDS

Employee must possess mobility to work in a standard office setting, to navigate and traverse District development and construction sites while performing inspections, operate a motor vehicle, adequate vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups and over the telephone.

Employee must be willing to work outside in a variety of weather conditions and be available for scheduled "on-call" or emergency work.

Employee must be able to physically carry up to 50 lbs of survey, construction, and other related testing equipment.

PERSONAL PROTECTIVE EQUIPMENT

Depending on the hazard, the employee is required to wear head, hearing, eye, foot, face, respiratory, fall protection, and/or hand protection.

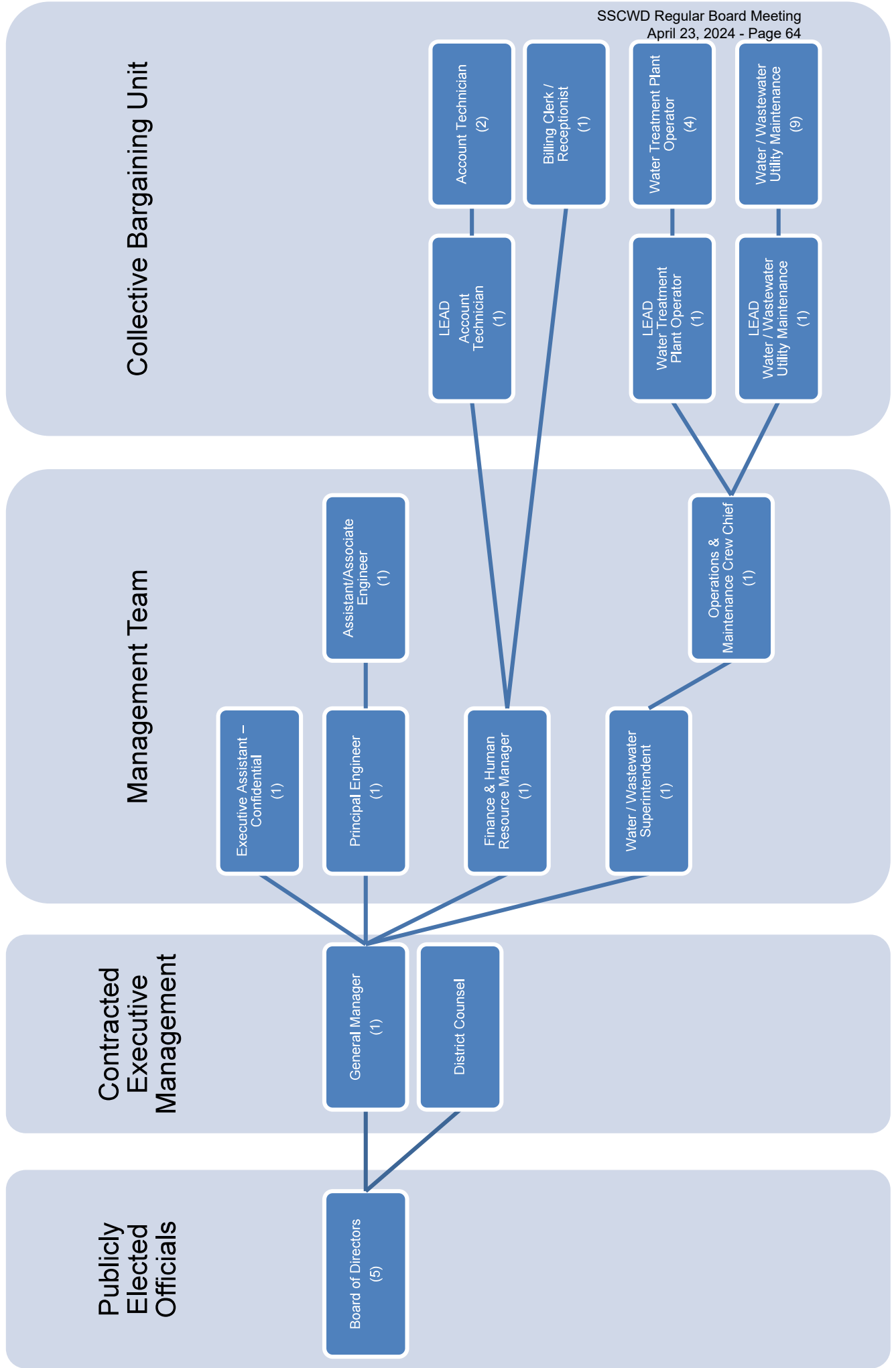
ENVIRONMENTAL ELEMENTS

- Employee is frequently exposed to outside weather conditions.
- Employee is occasionally exposed to high, precarious places.
- Employee is exposed to confined spaces; fumes or airborne particles; toxic or caustic chemicals.
- Employee is exposed to unpleasant smells and odors.
- Employee is exposed to moderate cold, moderate heat.
- Employee is exposed to risk of electrical shock or mechanical hazards.
- Employees in this classification may perform duties that involve a potential risk of exposure to blood-borne pathogens.
- The noise level in the work environment is usually loud.
- Employee, as needed, works indoors, office setting, climate controlled.

NOTICE: The examples of functions, responsibilities, work environment, physical demands etc. listed are representative only, and not exhaustive of the tasks that an employee may be required to perform.

Sunnyslope County Water District

Organization Chart – Proposed 2024



PRINCIPAL ENGINEER POSITION
 For Board Consideration

| # | Classification Titles | Salary Steps | | | | | | | | | | | | | |
|---|---------------------------------------|--|-----------------------|-----------------------|-----------------------|-----------------------|-------------|------------|-------------|------------|------------|--|--|--|--|
| | | A | B | C | D | E | F | G | H | I | J | | | | |
| | Management/Salary | Negotiated with the Board of Directors | | | | | | | | | | | | | |
| 1 | General Manager/ District Engineer | \$8,631.56 | \$9,063.14 | \$9,516.30 | \$9,992.12 | \$10,491.73 | \$11,016.32 | | | | | | | | |
| 1 | Finance/ Human Resources Manager | \$5,213.63 | \$5,474.31 | \$5,748.03 | \$6,035.43 | \$6,337.20 | \$6,654.06 | | | | | | | | |
| 1 | Executive Assistant | \$10,433.83 | \$10,955.52 | \$11,503.30 | \$12,078.46 | \$12,682.39 | \$13,316.50 | | | | | | | | |
| 1 | Principal Engineer | \$7,226.52 | \$7,587.85 | \$7,967.24 | \$8,365.60 | \$8,783.88 | \$9,223.07 | \$9,684.22 | \$10,168.43 | | | | | | |
| 1 | Associate Engineer | \$5,001.43 | \$5,251.50 | \$5,514.08 | \$5,789.78 | \$6,079.27 | \$6,383.23 | \$6,702.39 | \$7,037.51 | | | | | | |
| 1 | Water/Wastewater Superintendent | \$10,301.85 | \$10,816.95 | \$11,357.80 | \$11,925.69 | \$12,521.97 | | | | | | | | | |
| 1 | Operations & Maintenance Crew Chief | \$8,143.23 | \$8,550.39 | \$8,977.91 | \$9,426.81 | \$9,898.15 | \$10,393.06 | | | | | | | | |
| | Office/Hourly | | | | | | | | | | | | | | |
| 3 | Account Technician | \$4,401.00 | \$4,621.05 | \$4,852.10 | \$5,094.71 | \$5,349.45 | \$5,616.92 | \$5,897.77 | \$6,192.66 | \$6,502.29 | \$7,152.51 | | | | |
| 1 | Billing & Public Relations Specialist | \$4,401.00 | \$4,621.05 | \$4,852.10 | \$5,094.71 | \$5,349.45 | \$5,616.92 | \$5,897.77 | \$6,192.66 | | | | | | |
| | Technicians/Hourly | | | | | | | | | | | | | | |
| 5 | Water Treatment Operator | \$7,789.77 | \$8,179.26 | \$8,588.22 | \$9,017.63 | \$9,468.51 | \$9,941.94 | | | | | | | | |
| 9 | Water/Wastewater Utility Maintenance | \$5,773.59 | \$6,062.27 | \$6,365.38 | \$6,683.65 | \$7,017.83 | \$7,368.72 | \$7,737.16 | \$8,124.02 | \$8,530.22 | \$8,956.73 | | | | |
| | Plant Maintenance-Electrician | \$7,438.88 | \$7,810.83 | \$8,201.37 | \$8,611.44 | \$9,042.01 | | | | | | | | | |

Staff Report

Agenda Item: F-6

DATE: April 15, 2024 (April 23, 2024 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: Authorize The General Manager To Contract with Wallace Group For Professional Services To Provide Project Management For The San Benito County Water Agency Consolidation (Phase 2), not to exceed \$3,050,000. (Not A Project Under Ceqa Per Article 20, Section 15378)

RECOMMENDATION:

Authorize the General Manager to execute a contract for professional services with Wallace Group for an amount not to exceed \$3,050,000.

BACKGROUND:

The "San Benito County Water Agency Consolidation Project" refers to the consolidation of Best Road Mutual Water Company (BRMWC), Harburn Way water company, Stonegate Water System CSA, and the Tres Pinos Water Company into the Sunnyslope Water District. This project has been championed by the Department of Drinking Water and with the support of the district board and the County of San Benito Board of Supervisors the state of California has awarded \$13,274,684 in grant funding to construct the improvements needed to connect all these water systems. The BRMWC received an initial grant of over \$3M which is referred to as the Phase 1 project.

This project has been a long time coming but several projects have come together to make this consolidation possible. The finalization of the Fairview corners agreements is part of this approval. With that development moving forward we can now install the pipelines needed to serve the south end of the County. Timing is critical for this approval because work needs to begin immediately to meet the State timeline to avoid jeopardizing the funding.

The Wallace Group has been involved with this project since its inception and they have an overwhelming amount of knowledge specific to this project. To complete this project there is a significant amount of design, project management, inspection, financial tracking and coordination that will have to happen. The proposal before you puts the Wallace Group in the drivers seat as the project facilitator on behalf of the Sunnyslope Water District. This project is not a Sunnyslope project, but it will become Sunnyslope infrastructure when completed. For that reason, it is most logical for the district to manage the project and the construction. The team of engineers proposed to work on this have been responsive and are technically strong. I recommend the Wallace Group handle the consolidation project on behalf of the district.

FINANCIAL IMPACT:

The total cost of the proposed project is \$17,805,650. The County of San Benito is authorizing a resolution next week to manage the grant funds of \$13,274,684 for the benefit of the county residents who will benefit from this project. An additional \$4,530,966 of matching funds will come from a combination of some pending improvements SSCWD will be making for our customers, from additional parallel grant funding, and from a county funding arrangement. The contract for a not to exceed amount of \$3,050,000 will be reimbursed to Sunnyslope through the County grant funding. It is expected that funds will be reimbursed to the district within 30-60 days of invoicing. This contract will not cost the district money directly beyond managing the contract. Additionally, staff time will be billed to this project and reimbursed to the district through the grant for district management of the project. Funding is proposed to come from the Capital Reserves which currently hold approximately \$25M.

ENVIRONMENTAL IMPACT:

The proposed action is not a project as defined by Article 20, Section 15378 of the State CEQA Guidelines and therefore CEQA is not applicable.

January 15, 2024

Drew Lander
Sunnyslope County Water District
3570 Airline Highway
Hollister, California 95023

Subject: San Benito County Water Agency Consolidation (Phase 2)

Dear Mr. Lander:

Wallace Group appreciates the opportunity to provide you with our proposal for engineering services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

PROJECT UNDERSTANDING

Sunnyslope County Water District (SSCWD) is working with four small water companies (Tres Pinos CWD, Best Roads MWC, Stonegate, Venture Estates) to consolidate their water systems into SSCWD to provide a reliable water supply for the four participating communities and improve operations and maintenance reliability. The overall water system consolidation project is broken into three phases:

- Phase 1: DWR Funded - Installation of 8-inch water main on John Smith Road (currently in design, not part of this scope of work)
- Phase 2: DWR Funded - Large water consolidation infrastructure improvements (current proposal)
- Phase 3: SWRCB Grant to be Funded - Water System reliability improvements (grant submitted October 2023, not part of this scope of work)

This proposal is focused on Phase 2, assumes Phase 1 improvements will be constructed, and will anticipate any connections or project components associated with Phase 3. Phase 2, the consolidation of these small community water districts will provide drought resiliency as well as resolve ongoing issues with the water systems including water quality violations. Phase 3, as proposed, would allow for upgrades of transmission lines within each water system following consolidation to ensure the systems are up to SSCWD's current standards.

Phase 1: Best Roads Mutual Water Company Improvements- Small Community Drought Relief Assistance

The proposed improvements associated with the Drought Relief Assistance grant include the installation of an 8" water main along John Smith Road to connect Best Road Mutual Water Company (BRMWC) to the Sunnyslope County Water District (SSCWD) existing water distribution system, as well as upgrades to SSCWD's Supervisory Controls Advisory Data Acquisition (SCADA) system and a new hydropneumatic tank at SSCWD's Well #5 (Quail Hollow Well). These upgrades at Well #5 are necessary to support the new connection with BRMWC. This project also includes disconnecting the BRMWC's current wells from the water distribution system. It does not include costs to abandon the wells, which will ultimately be required to be completed by BRMWC in accordance with State Department of Water Resources (DWR) and State Division of Drinking Water (DDW) regulations. The Work for Phase 1 is either already under contract with Wallace Group, and/or being performed by SSCWD due to the urgency of this Project to deliver much needed potable water to BRMWC. As indicated earlier, this Project is under way, and not included as part of this Proposal.



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Phase 2: San Benito County Community Water Systems Consolidation with Sunnyslope County Water District- DWR Urban Community Drought Relief Grant Program

Phase 2 of the consolidation project includes approximately 23,400 LF of 6-, 8-, and 12-inch PVC C900 waterlines to provide water to each community, as well as a new 275,000-gallon water tank (shown in yellow on Exhibit 1), intertie¹, pressure reducing valves, new fire hydrants in the BRMWC and Tres Pinos County Water District (TPCWD) systems, water meters, and water services for all four water companies.

This project also involves some improvements for SSCWD, including upgrades to their SCADA system and addition of variable frequency drives (VFDs). This work is being conducted by SSCWD under separate contract. These upgrades are necessary to provide two reliable water sources to the consolidating communities. As can be seen on Exhibit 1, this phase also includes the abandonment of the existing wells in TPCWD and Stonegate, the TPCWD tank, as well as one water line in Tres Pinos and one water main in BRMWC.

The proposed segments of new watermains are shown as outlined yellow lines on Exhibit 1, and include the following:

- Segment A: 12” pipe connecting Well #8 to Well #5 within SSCWD service boundary.
- Segment B: 12” pipe connecting existing SSCWD pipe to Segment C, an 8” water main (running north/south along Best Rd.) and adding an intertie with existing Venture Estates watermain BRMWC pipe.
- Segment C: 8” extension of existing BRMWC water main (north/south along Best Rd.) to connect to Stonegate (includes new 2” water service to Tres Pinos Elementary School).
- Segment D: Extending 12” pipe from Segment C to new 275,000-gal water tank, along the southern portion of Foxhill Circle, to serve as the new water main.
- Segment E: 8” pipe to connect Stonegate to Tres Pinos.
- Segment F: 6” pipe within Tres Pinos to loop water distribution system.

The new 275,000-gallon water storage tank will be constructed adjacent to the existing 122,000-gallon storage tank at BRMWC. The intertie will connect the Harbern Way water main to the BRMWC water main, allowing Venture Estates to be hydraulically connected to the newly installed 275,000-gal water tank and the BRMWC system.

The Phase 2 scope of work also includes various other water system projects including interties (Venture Estates), well abandonments (Stonegate, Tres Pinos), tank abandonment (Tres Pinos), abandonment and replacement of water services/meters (all water districts), and abandonment of a water treatment plant (Stonegate).

The total budget for Phase 2 is \$17,805,650. The total awarded grant amount for Phase 2 is \$13,274,684, with the remaining matching contribution coming to \$4,530,966. Wallace Group will provide an updated overall project schedule that meets the requirements of the grant agreement. It is anticipated that construction will start summer 2025 and be completed summer 2026.

¹ Although the connection between Venture Estates and BRMWC was mentioned in the Phase 1 Small Community Drought Relief Grant, it will be funded and constructed under Phase 2 since Segments B and C are in Phase 2.



Phase 3: Upgrades of Transmission Lines and Service Connections within Community Water Systems- Drinking Water State Revolving Fund (DWSRF) - EXCLUDED FROM THIS PROPOSAL

Phase 3 grant and scope of work will be submitted to DWSRF in November 2023. The following is a draft of the proposed scope of work but may be amended and therefore is provided for informational purposes only. This Phase 3 Work is not included as part of this Proposal.

This additional grant could provide funding to upgrade the transmission lines of each system to 8" PVC to meet SSCWD standards. The available funding may also be utilized for upgrades of individual service connections throughout each of the community water systems.

Wallace Group will be preparing the Feasibility Study and the grant application (not part of this Letter Proposal) and will provide the details of the proposed upgrades. The current priority list for improvements under this grant is as follows:

1. Upgrade the transmission line connecting the John Smith Rd. watermain to the main at Foxhill Circle. This connection would improve transmission to the new 275,000-gal tank that will provide storage for the entire consolidated system.
2. Upgrade Tres Pinos transmission lines and fire hydrants.
3. Upgrade Venture Estates transmission line.
4. Complete upgrade of BRMWC water distribution system, including fire hydrants.
5. Upgrade Stonegate transmission lines.

The DWSRF program finances infrastructure improvements to mitigate drinking water risks and support the human right to water. The application would consist of four packages: general information, technical, environmental, and financial security. As the remaining water district after consolidation, SSCWD would be the applicant, but support from the consolidating communities would be necessary to compile the application. Successfully receiving this grant funding could offset the need for large connection fees from the consolidating communities, expedite the completion of the project, and improve the long-term reliability of each community's overall water system.

SCOPE OF SERVICES

The Project is anticipated to bid potentially as multiple projects or could be combined into one project. This will be further discussed as the project progresses. However, for budgeting purposes, the project will be assumed to have multiple bid packages running somewhat concurrently.



The following is a summary of the proposed Scope of Work based on Phase 2 project elements noted above:

| | |
|--|---|
| Task 1.0: Project Management, QA/QC, and Meetings | |
| | Task 1.1: Project Management |
| | Task 1.2: Kick-off Meeting and Field Review of Facilities |
| | Task 1.3: Project Meetings |
| | Task 1.4: Outreach Meetings |
| | Task 1.5: QA/QC |
| | Task 1.6: Grant Administration Support |
| Task 2.0: Environmental Review (EMC) | |
| | Task 2.1, Conduct Initial Study, Prepare Mitigated Negative Declaration (IS/MND) |
| | Task 2.2, Wetland Delineation Report |
| | Task 2.3, Environmental Permitting |
| Task 3.0: Survey | |
| Task 4.0: Geotechnical (Earth Systems) | |
| Task 5.0: Phase 2 Design | |
| | Task 5.1: Preliminary Design Report and 10% Design |
| | Task 5.2: Phase 2 San Benito County Community Water Systems Consolidation with Sunnyslope County Water District- DWR Urban Community Drought Relief Grant Program |
| | Task 5.3 Potholing |
| Task 6.0: Bid Phase Services | |
| Task 7.0: Engineering Services During Construction | |
| Task 8.0: Construction Management Services | |
| | Task 8.1: Pre-Construction Phase Services |
| | Task 8.2: Construction Phase |
| | Task 8.3: Post-Construction Phase Services |
| | Task 8.4: Material Testing & Special Inspection (Earth Systems) |
| | Task 8.5: Water Storage Tank Special Inspection (TBD) |
| | Task 8.6: Environmental Construction Support (EMC) |
| | Task 8.7: Grant Administration Support |
| Task 9: LAFCO, Permitting, and Prop 218 Support | |

Task 1: Project Management, QA/QC, and Meetings

This task is budgeted for the Design and Bid Phase Only. Project Management for the Construction Phase, including Grant Support will be addressed as part of Task 8.

Task 1.1: Project Management

This task includes day-to-day coordination of project activities, including scheduling and budget controls, staffing needs and coordination, SSCWD coordination, monthly status updates and reporting, and other related project management activities. This effort is based on the scheduled duration of 24 months, based on anticipated duration of preliminary engineering, design, and bid phase schedules.

Task 1.2: Kick-off Meeting and Field Review of Facilities

We will coordinate and attend a stakeholder/kick-off meeting with key Wallace Group and SSCWD team members, and other stakeholders including TPCWD, Stonegate, BRMWC, Venture Estates, County of San Benito. We will prepare the meeting agenda and minutes for this meeting. This meeting will focus on the project objectives, scope of services, schedule, deliverables, grant administration and coordination, and action items/requirements for each stakeholder participating in this Grant Program. We request that any items that may be of



importance for the completion of the report be provided to Wallace Group at the time of the kick-off meeting. We will prepare and provide the SSCWD and stakeholders with an agenda and a preliminary list of requested items (required of each entity/stakeholder) prior to the kick-off meeting to help facilitate the information collection process. Immediately following the meeting, we will conduct a field investigation of the various stakeholders' utility corridors, well/tank sites and other project sites included in this Project, including taking photographs of key issues and findings. It is estimated that this effort will take a full eight (8) hours, based on the meeting taking place at the SSCWD's office, plus travel to the various Project sites.

Task 1.3: Project Meetings

We will attend and prepare agendas and meeting minutes for the project meetings. This task includes preparing responses to comments received during deliverable review meetings. We assumed for budgeting purposes twenty (20), one-hour project meetings via Teams, and six (6) in-person meetings for review of project milestone deliverables at the SSCWD offices.

Task 1.4: Outreach Meetings

We will attend up to ten (10) outreach meetings with the various stakeholders. These can be in-person meetings at their respective Board meetings or as needed.

Task 1.5: QA/QC

Wallace Group will provide in-house quality assurance and quality control (QA/QC) at all four of the milestone deliverable stages. At each milestone, there is a comprehensive QA/QC review of project research, data, calculations, modeling, and report by senior or principal engineers within our firm. Prior to the 90% submittal, we will also conduct a constructability review by our Construction Management Staff to evaluate the design for any constructability concerns and review of the specifications and engineer's estimate.

Task 1.6: Grant Administration Support

Wallace Group will provide grant administration support to SSCWD, including quarterly reporting support, grant reimbursement support, amendment preparation, coordination meetings with DWR (via Teams), etc. Wallace Group has estimated 240 hours of support for this task.

Task 1 Deliverables:

- Meeting Agendas (PDF)
- Meeting Minutes (PDF)
- Grant Administration Deliverables as required by the grant

Task 2: Environmental Review

Task 2.1: Conduct Initial Study, Prepare Mitigated Negative Declaration (IS/MND)

We will work in conjunction with EMC Environmental, Inc.(EMC) to assist the SSCWD with California Environmental Quality Act (CEQA) compliance for the physical improvements necessary for the consolidation of four water agencies/systems: SSCWD, BRMWC, Stonegate Water System (CSA 31), and Tres Pinos County Water District (TPCWD). At this time, we assume that the proposed projects would qualify for an initial study and mitigated negative declaration (IS/MND) and that an environmental impact report (EIR) would not be required. The detailed scope of services by EMC is included as an attachment to this letter proposal, and all details of this task scope are included herein; EMC's letter proposed scope of services is summarized in this Task 2 description. Although there are a number of discrete Projects associated with this water system consolidation effort, the environmental review will be conducted as a single Project. Anticipated potential permitting tasks have been identified and are included as Optional Task 2.3 presented later in this Proposal.



The following scope elements are included in this Task 2.1:

- **Research and Development/Project Description/Tribal Consultation.** This task consists of collecting environmental documentation prepared for projects in the immediate vicinity, including those in EMC’s own library and those that may need to be acquired from the County of San Benito. Site investigations will be conducted to document existing conditions at the project site. Working with the Wallace Group, EMC will prepare a project description suitable for use in the CEQA process for review and approval by Wallace Group and SSCWD staff. This task also includes assisting the SSCWD with required tribal consultation. EMC will prepare a letter offering consultation for review and approval by SSCWD staff. SSCWD staff will print the letters on SSCWD letterhead and mail the letters. This task also includes attendance at up to two hours of consultation meetings, if one or more tribes request consultation.
- **Biological Resources Analysis.** The proposed project includes construction of an aggregate of 23,400 linear feet of pipelines, work on one existing well site (Quail Hollow Well) and a new water tank added to an existing tank site (existing BRMWC site may need to be expanded to accommodate the new tank). Based on a review of aerial photographs, the proposed project would cross through existing urban developments, undeveloped grassland, agricultural or grazing land, and potentially jurisdictional wetlands or waterways. The National Wetland Inventory (NWI) identifies two potentially jurisdictional waterways that the proposed improvements would cross. These features are likely considered jurisdictional by the U.S. Army Corps of Engineers, Regional Water Quality Control Board and/or the California Department of Fish and Wildlife. According to the California Natural Diversity Database (California Department of Fish and Wildlife 2023), there are a number of special-status species with the potential to occur within the project area, and this list of special status species are listed in EMC’s proposal. This evaluation will assess potential habitat present for special-status species in the areas and recommend mitigation measures for the protection of biological resources. If suitable habitat is identified, recommendations may also include the need for additional specific or protocol-level surveys (as additional scope of services) to be conducted during an appropriate time of year. The following scope of work includes tasks to conduct a reconnaissance-level biological survey and prepare a section addressing biological resources in an initial study:
 - **Research.** Compile and review available project information, including preliminary site plans and aerial photographs. Conduct a review to determine the special-status species that have been recorded as occurring within the general project vicinity based on current database searches of California Department of Fish and Wildlife’s California Natural Diversity Database, the California Native Plant Society Rare and Endangered Plant Inventory, the U.S. Fish and Wildlife Service Endangered Species Program, the U.S. Fish and Wildlife Service National Wetlands Inventory; and other biological studies conducted in the vicinity of the project site, if available.
 - **Reconnaissance-Level Field Survey.** Complete a reconnaissance-level field survey of the proposed 23,400 linear feet of pipeline corridors, existing well site, and new tank site to (1) identify and map the principal plant communities; (2) assess the potential for special-status species and their habitats, wildlife movement corridors, potentially jurisdictional wetlands and waterways, regulated trees, and other significant biological resources to occur; and (3) identify and map any observed locations of special- status species and/or habitats. Plant and wildlife species observed during the survey will be recorded in field notes. Any special-status species observed will be reported to the California Natural Diversity Database in compliance



- with California Department of Fish and Wildlife permit requirements, after the information is provided to the client.
- Initial Study Section. Prepare the biological resources section of the initial study, describing existing habitats and plant and animal species found on the project site, and the occurrence of and/or potential for special-status species and their habitats. A series of maps will be prepared to illustrate habitat types and the location(s) of special-status species occurring on or in the vicinity of the pipeline corridors and tank sites. Potential impacts to biological resources will be identified, and mitigation measures will be provided to minimize potential impacts when possible. Note: Focused surveys for specific plant and/or animal species are not included in this proposed scope of work. The presence or absence of certain species can be determined during the reconnaissance-level site assessment. If appropriate habitat for other sensitive species is observed during the site assessment, species-specific surveys may be required (i.e., surveys for annual plants not in bloom at the time of the reconnaissance-level survey, protocol-level surveys for special-status wildlife species, etc.).
 - **Cultural Resource Analysis**. The project area is located in an area of greater archaeological sensitivity according to the Hollister General Plan EIR (Figure 15, Zones of Archaeological Sensitivity). The following scope of work will be performed for the cultural resource analysis.
 - Archival Research. This task includes a review of available background research including site plans, maps, and aerial photographs, and to conduct a search of the National Register of Historic Places. Also included is an archival search of the database of the California Historical Resources Information System, (CHRIS) affiliated with the California Office of Historic Preservation, and a Sacred Lands search with the Native American Heritage Commission, to determine if any known archaeological, historical, Sacred Sites, or Tribal Cultural Resources are recorded on or within a quarter mile of the project boundary. The length of time it takes to receive both the California Historical Resources Information System records and the Sacred Land file request is currently between two to four weeks.
 - Pedestrian Survey. This task involves conducting a reconnaissance-level archaeological pedestrian survey of the pipeline routes. This scope of work and associated budget assumes a survey of approximately 28,500 linear feet, as well as review at the existing well site, and new (expanded) BRMWC tank site. The purpose of the reconnaissance survey is to determine if surface indicators of historic or prehistoric archaeological resources are present. The presence of surface materials, could indicate additional subsurface prehistoric or historic archaeological resources.
 - Archaeological Report. This task involves preparing an archaeological report that describes the methodology of the pedestrian survey, relevant historical and ethnographic contextual information, map of the area, pertinent photographs, the results from the Sacred Lands Search, and a summary of the results from the archival research.
 - Cultural Resources Section of the Initial Study. This task involves preparing the cultural resources section of the initial study and will discuss the likelihood of project impacts to potentially significant historic resources and/or unique archaeological resources. Mitigation measures will be provided to minimize potential impacts.



- **Draft IS/MND and Noticing.** This task includes preparation of the draft IS/MND and required CEQA notices (notice of intent and notice of completion) and providing one (1) electronic copy to Wallace Group and SSCWD staff for review and comment.
- **Public Review IS/MND and Noticing, Document Distribution.** Upon receipt of comments from Wallace Group and SSCWD staff, EMC will prepare a proof draft of the IS/MND, and required notices and provide one (1) electronic copy for approval to circulate. Upon approval to circulate, EMC will prepare the public review IS/MND and provide one (1) electronic copy for the SSCWD to upload to the SSCWD website. EMC will mail the notice of intent to local, regional, and federal agencies, directing those interested in reviewing and commenting on the document to the water district website. EMC will also upload the documentation to the California Office of Planning and Research State Clearinghouse. This will require SSCWD staff to approve EMC Planning Group as submitters. EMC Planning Group staff will work with SSCWD staff to ensure completion of this process.

EMC Planning Group will ensure the notice of intent is posted with the San Benito County Clerk, and the SSCWD staff will ensure the notice of intent is published in a local newspaper. EMC Planning Group staff will work with SSCWD staff to ensure completion of this process.

- **Response to Comments and Mitigation Monitoring and Reporting Program (MMRP).** Upon the close of the 30-day public comment period, EMC will prepare a letter to SSCWD staff responding to those comments. We will also prepare the MMRP. Draft electronic copies will be provided to Wallace Group and SSCWD staff to review and comment. Final copies will then be prepared for the SSCWD's use at the Board of Directors hearing. This scope and budget assume no more than ten (10) comment letters would be received, and that the letters would not raise any new environmental issues.
- **SSCWD Board Meeting.** This task includes the preparation of a draft resolution for the SSCWD board of directors to adopt the mitigated negative declaration, approve the project, and adopt the MMRP. This task also includes EMC's attendance at the board meeting to provide a brief presentation of the mitigated negative declaration and be available to answer questions from the board of directors.

Task 2.2, Wetland Delineation Report

This task includes measuring and mapping the drainage features shown in the National Wetlands Inventory as potential waterways and investigating existing soil conditions within the impact area through analysis of one or more soil test pits and preparing a wetland delineation report. Wetlands and drainages will be evaluated using the U.S. Army Corps of Engineers protocol, which delineates wetlands as features with the following key criteria:

- **Vegetation:** The dominant vegetation must consist of species that are typically adapted to grow, effectively compete, reproduce, and/or persist in anaerobic soil conditions.
- **Soil:** Soils present are classified as hydric, or they possess characteristics that are associated with reducing soil conditions.
- **Hydrology:** The area is inundated either permanently or periodically, or the soil is saturated to the surface at some time during the growing season of the prevalent vegetation.

Mapping will be completed using a GPS receiver in the field at the time of the survey. The points will be uploaded into GIS for use in calculating wetland/waterway acreage and length.



U.S. Army Corps of Engineers jurisdiction is defined by the ordinary high-water mark, Regional Water Quality Control Board jurisdiction is defined by the top of bank, and California Department of Fish and Wildlife jurisdiction is defined by the edge of riparian vegetation. A preliminary wetland/waterway delineation report will be prepared identifying potentially jurisdictional drainage features, including calculation of acreage and length of the potentially jurisdictional features to be impacted. The report will include the information identified in the San Francisco U.S. Army Corps of Engineers District's Information Requested for Verification of Corps Jurisdiction (2016) checklist.

Deliverables:

- Draft electronic PDF version of the report for review and comment.
- Final PDF version will be delivered to the client (for submittal to the San Francisco U.S. Army Corps of Engineers District with a request for a jurisdictional determination)

Task 2.3, Environmental Permitting

We are providing this optional task/task budget to budget for possible permitting tasks that may arise; such permitting tasks cannot be identified and confirmed necessary until the environmental review is implemented. The range of fees is for the permitting effort only; permit fees (as described in this optional scope of services) are listed separately on the cost summary, and are included for budgetary purposes as direct costs with no markup (assuming the District will pay such permitting fees directly outside of Wallace Group's contract). The following optional permitting tasks are provided for consideration:

- Incidental Take Permit (ITP). This task will be conducted to apply for and obtain Incidental Take Permits (ITP) for California red-legged frog and California tiger salamander, and a permit from the U.S. Army Corps of Engineers (USACE) for impacts to wetlands and/or waters of the U.S. In addition, a Streambed Alteration Agreement (SAA) from the California Department of Fish and Wildlife (CDFW) and a Water Quality Certification from the Regional Water Quality Control Board (RWQCB) for impacts to wetlands may also be required. Assuming the project will impact federally jurisdictional wetlands and/or waters and a Section 404 Nationwide Permit is required, USACE will initiate informal (Section 7) consultation with the U.S. Fish and Wildlife Service (USFWS) for potential impacts to federally listed species. The USFWS will issue a Biological Opinion that will be included in the Nationwide Permit (see below), which will allow for Incidental Take of special-status species once protective measures are met.
 1. Prepare Wetland Assessment and Biological Assessment documents identifying specific project impacts and a proposed mitigation strategy. Please note that both wetland and endangered species permits require detailed calculations of temporary and permanent impacts and will require compensatory mitigation. Mitigation ratios will be determined during consultation with USFWS and CDFW.
 2. Conduct preliminary consultation with the USACE, USFWS and CDFW to confirm the appropriate permitting processes.
 3. USACE Section 404 Nationwide Permit. Coordination with the project engineers will be required to determine the area within the ordinary high-water mark and wetland boundaries that may be impacted by the proposed project and to obtain details regarding construction methodology/plans. EMC Planning Group will prepare the permit application package; deliver to the client for review, then deliver to the regulatory agency. The permit application will include the biological resources evaluation report with the request to USACE to conduct informal consultation with the USFWS for incidental take authorization for impacts to California tiger salamander and California red-legged frog. Once submitted, EMC Planning Group will monitor the application process and respond to comments as needed.



4. CDFW Section 2081 Incidental Take Permit. Prepare a draft ITP application based on the impact and mitigation strategy contained in the biological assessment. The draft document and maps will be produced electronically for review and approval by the client prior to submittal to the CDFW. Once submitted, EMC Planning Group will monitor the application process and respond to comments as needed. The 2023 permit fee is \$ \$37,517.25 for an ITP without mitigation at a CDFW-Approved Bank when the overall project cost is greater than \$500,000.
5. CDFW Streambed Alteration Agreement. Coordination with the project engineers will be required to determine the area of riparian vegetation that may be impacted by the proposed project and to obtain details regarding construction methodology/plans. EMC Planning Group will prepare the permit application package for client review, then produce and deliver to the regulatory agency. Online notification is required for Streambed Alteration Agreements, and the applicant will need to create an account for the Environmental Permit Information Management System (EPIMS) Permitting Portal. Once the account has been created, login information can be shared with EMC Planning Group and the application will be uploaded. The parcel owner will need to sign the application at the time of submittal and provide the permit application fee (not included in the budget). The 2023 standard permit fee for a Streambed Alteration Agreement for a project over \$500,000 is \$ 6,236.00.
6. RWQCB Section 401 Water Quality Certification. This task includes preparation of the permit application package, including all required maps, figures, photographs, and other attachments. Coordination with the project engineers will be required to determine the area within the top of bank that may be impacted by the proposed project and to obtain details regarding construction methodology/plans. An electronic application package will then be produced and submitted to the RWQCB. The parcel owner will need to sign the application at the time of submittal and provide the permit application fee (not included in the budget). Permit fees are dependent on the amount of dredge and fill proposed. 2023 fees are \$24,366 per acre.
7. Project Team and Regulatory Agency Coordination. Coordinate with the client along with the regulatory agencies to facilitate (and expedite to the extent feasible) the permitting processes. Two (2) site meetings and four (4) conference calls with agency representatives are included in this task.

Task 3.0: Survey

Wallace Group will provide a detailed topographical survey of the proposed utility alignment corridors and tank site areas approximately shown on Exhibit V (see next page) as Lines and Tank Sites along with a small well area. The topographic mapping shall be compiled at a scale of 1 inch=20 feet showing contours at 1-foot intervals. The mapping will show visible major features such as buildings, concrete, edge of pavement, driveways, landscaping, trees (diameter at breast height, species, tree canopy extent), striping, signage, overhead power lines, traffic signals and traffic loops (pavement cuts), utility handholes and vaults, sewer manhole lids, sewer inverts and pipe size/material, storm drain invert, size and material, top of grates and manhole covers, water and gas meter boxes, survey monuments, and all visible features pertinent to the new utility design. This survey task does not include showing portions of underground utilities that have no visible surface features or appurtenances.



EXHIBIT V



Along the mapping routes we shall provide right of way plotting of adjacent portions of Ridgemark Drive, Harbern Way, Best Road, Foxhill Circle, Sundown Lane, Diablo Hills Road, and Quien Sabe Road as shown on the recorded subdivision maps for these areas. We shall note the nature of the right of way as described on the subdivision map for that road i.e public dedication accepted, public dedication not accepted, private road with a public utility easement (PUE), and so on and so forth.

Along Highway 25 the right of way shall be plotted as shown on right of way maps procured from the State of California Department of Transportation District 5 office.

We shall procure condition of title guarantees (title reports) from First American Title covering APN 025-310-010 at the west end of Habern Way (south side), APN 025-520-006 (the existing tank site at the east end of Foxhill Circle), APN 025-190-081 (the parcel directly east of APN 025-520-006), APN 025-200-001 (the parcel at the northeast corner of Best Road and Airline Highway), APN's 025-200-050 and 053 (Tres Pinos Elementary School), and 022-300-036 (5616 Sundown Lane). Based on these (title reports) we have budgeted to plot up to 2 easements per APN onto the survey base map.

We shall obtain a copy of the County Surveyor's Map of Bolado & Southside Roads, assuming such maps are available at the County and plot the roads according to these maps. If needed we shall procure condition of title guarantees from First American Title for up to four APN's in Tres Pinos along Bolado & Southside Roads: 025-200-027, 022-200-012, 022-200-008, 022-200-010, and if disclosed therein, we shall utilize the data in these reports to map the right of way for this section of the road.

We assume that the waterline shall pass through Tract 352 Fairview Corners (in progress) and we shall utilize the final map (in progress or recorded by then) to plot the existing and proposed easements within APN 025-190-068.

The mapping will be based horizontally on the California Coordinate System of 1983, Zone 4 projection and vertically on the North American Vertical Datum of 1988. Local control shall be set and shown on the map.

Assumptions:

- The existing Right of Way lines are consistent with the available maps on file with the San Benito County Recorder's Office and that are made available via email from the County Resource Management Agency.

Deliverables:

- Electronic files of the survey mapping in both PDF and Civil 3D 2021 file format

Task 4.0: Geotechnical

In conjunction with Earth Systems Pacific (ESP), we will provide a geotechnical engineering and soils report characterizing the soil and geotechnical characteristics of the utility corridors (approximately 23,400 LF), and new water storage tank site. We will document existing pavement and base profile (thickness), subsurface soil conditions, soil classification and bearing capacity (for utility restraint and thrust block design, tank foundation), suitability of excavated material to be used for pipe zone and subsequent backfill, and other utility related geotechnical recommendations. The geotechnical investigation will include the following:

- Segment A: 12" pipe connecting Well #8 to Well #5 within Sunnyslope WD service boundary, 2,400 LF.



- Segment B: 12” pipe connecting existing SSWD pipe to Segment C, an 8” water main (running north/south along Best Rd.) and adding an intertie with existing Venture Estates watermain BRMWC pipe, 5,300 LF.
- Segment C: 8” extension of existing BRMWC water main (north/south along Best Rd.) to connect to Stonegate, 9,000 LF.
- Segment D: Extending 12” pipe from Segment C to new 275,000-gal water tank, along the southern portion of Foxhill Circle, to serve as the new water main, 2,700 LF.
- Segment E: 8” pipe to connect Stonegate to Tres Pinos, 3,000 LF.
- Segment F: 6” pipe within Tres Pinos to loop water distribution system, 1,000 LF.

The field geotechnical work includes obtaining encroachment permits for work in the right of way (County of San Benito), including the cost of permit fees.

The geotechnical report for the above pipeline segments and tank site will be provided as a single geotechnical report. The geotechnical report will consist of the following:

1. Site reconnaissance to evaluate access conditions and mark tentative locations of the proposed borings prior to contacting Underground Service Alert who would be responsible for marking the locations of the known utilities within the marked areas. This step is required by the law and the purpose of this exercise is to minimize the chances of drilling through/damaging the existing utility lines.
2. Exploration and identification of the subsurface conditions through the drilling of approximately 45 borings to depths of 10 feet below ground surface and two additional borings to depths of approximately 30 feet below ground surface. Subsurface conditions encountered in the boreholes would be described by our staff engineer/geologist supervising the drilling process to create a continuous log. The boring logs would include a description of pavement section/thicknesses and soil encountered including: color, major and minor components, USCS classification, changes in soil conditions with depth, qualitative moisture content, consistency/density and plasticity, sampler type, and sampling depths and laboratory test results. Copies of the boring logs would be included in the report. Soon after collecting the final sample from the borings the borehole would be backfilled with soil cuttings generated during the drilling process and grout and patched using cold mix asphalt concrete. The breakdown for the proposed boring locations is as follows:
 - a. 4 borings for Segment A,
 - b. 10 borings for Segment B,
 - c. 18 borings for Segment C,
 - d. 5 borings for Segment D,
 - e. 6 borings for Segment E,
 - f. 2 borings for Segment F,
 - g. and two deeper borings for the 275,000-gallon water tank located on Foxhill Circle.
3. Laboratory analysis of samples collected during our exploratory boring program. Anticipated tests include measurement of Atterberg limits, sieve analysis, R-value, dry unit weight, and moisture content. The type and numbers of tests would depend on the surface conditions encountered.
4. The field and laboratory data would be reviewed by a Registered Geotechnical Engineer and evaluated with respect to development of criteria for site preparation and grading, backfilling of utility trenches, management of site drainage and finish improvements, and required geotechnical observation and testing.
5. Engineering analysis of the subsurface data generated from the subsurface exploration and laboratory testing. Our engineering analysis will include development of qualitative evaluation of the shrinkage swelling potential of near surface soils.



6. Engineering analysis of the data generated from this subsurface exploration, resulting in the compilation of a written report presenting our conclusions and geotechnical engineering recommendations and design criteria for the water utility installation.

The following items would be addressed in the report:

- Soil and groundwater conditions encountered at the site
- Estimated expansion potential of near surface soil at the site
- Grading criteria and suitability of on-site soils as engineered fill
- Utility trench backfills
- Surface drainage and finish improvements
- Geotechnical observation and testing

Deliverables:

- Draft and Final Geotechnical Report, one PDF

Task 5.0: Phase 2 Design

Wallace Group, in conjunction with subconsultants, will provide detailed design for the various water main segments, and the new 275,000 water storage tank (welded steel) design. The design bid documents will include plans, technical specifications, front end documents (template provided by SSCWD) and engineer's estimate of probable construction cost. Design milestones will include Preliminary Design Report and 10%, 50%, 90% and Final completion. Note, it is assumed that there could be multiple design packages, however they will run concurrently. Wallace Group will assist SSCWD with preparing encroachment permits for all work in San Benito County public right of way.

Deliverables:

- Topographic Survey, each Project, AutoCAD files
- Geotechnical Report, draft/final (PDF)
- Utility Record Drawings (PDF)
- Preliminary Design Report and 10% Schematic (PDF)
- 50%, 90%, Final Plans (PDF)
- 50%, 90%, Final Technical Specifications (PDF)
- 50%, 90%, Final Engineer's Estimate (PDF)

Preliminary Design Report. We will prepare a preliminary design report and 10% schematic drawings. The PDR will provide our design assumptions and overall design approach. The 10% schematic drawings will be plan view only.

Plans. We will prepare detailed design plans for the Projects, including plan and profiles of the proposed water mains. The plans will be at 1"=20' scale in plan view, and 1"=4' in profile/vertical scale. San Benito County, SSCWD Standards will be referenced to the extent possible, for new water mains and appurtenances. Water main design will include corresponding tie-in details, air and vacuum valves, blowoffs, water isolation valves and other appurtenant features where warranted.

Project Manual. The Project Manual will consist of front-end procurement specifications, and technical specifications. Wallace Group will coordinate the front-end documents based on template boiler-plate front-end documents provided by SSCWD. Technical specifications will be written as special provisions to corresponding agency standards, and if unique specifications are needed for items including water storage tank, well and tank abandonment, water meter and service replacements, and other specialty design items, technical specifications will be provided in CSI format. SSCWD agency standards for new



water meters/services, and utility pressure testing and disinfection will be followed/specified.

We assume that the SSCWD boiler plate will include General Conditions to be used for the Project, or if not, we will use EJDC 2018 General Conditions. We will review the Grant Agreement, and incorporate granting agency requirements into the Contract Documents.

Traffic control plans are excluded from this scope of services; Contractor will be required per the specifications to prepare traffic control plans (in compliance with County encroachment permits).

The utility design excludes updated hydraulic modeling of the water system(s).

Task 5.1: Preliminary Design Report and 10% Design

We will review the SSCWD's and other stakeholders' existing data, reports and other information provided as it relates to the various water system projects described in this letter proposal. We will:

1. Review relevant documents, including but not limited to, record drawings, prior geotechnical reports, water Atlas maps, other Atlas maps, and other documents available and pertinent to the utility, hydropneumatic tank and new water storage tank design.
2. Review County of San Benito, SSCWD's and other stakeholders' existing utility design standards, and determine applicable standards to utilize and which standards may need to be augmented to meet specific project needs.
3. Send out Utility Information Request letters for each of the Project areas.

Wallace Group will review the project utility corridors and project sites (hydropneumatic tank/Well 5, new tank site) to verify site conditions and constraints, review condition of existing pavements, traffic conditions, observation of other utilities in the area, new pavement cuts which depict recently buried Works, existing signage, utility poles, driveways, potential for parking impacts, striping and other visible features at the surface.

We will prepare a Preliminary Design Report which will include a summary of the above research, our design assumptions, and a 10% schematic layout of the project components.

Task 5.2: Phase 2 San Benito County Community Water Systems Consolidation with Sunnyslope County Water District- DWR Urban Community Drought Relief Grant Program

The design plans will consist of the following (estimated sheet counts):

- Task 5.2.1, Segment A - Plan and Profile (5 P&P), 2 details)
- Task 5.2.2, Segment B - Plan and Profile (11 P&P, 2 details)
- Task 5.2.3, Segment C - Plan and Profile (18 P&P, 2 details)
- Task 5.2.4, Segment D - Plan and Profile (6 P&P, 2 details)
- Task 5.2.5, Segment E - Plan and Profile (6 P&P, 2 details)
- Task 5.2.6, Segment F - Plan and Profile (2 P&P, 2 details)

Total: 48 Plan & Profile sheets and 12 detail sheets



Task 5.2.7 Water Storage Tank Design

Wallace Group will provide design/specifications for a new 275,000 gallon at-grade welded steel water storage tank. We will specify the new water tank based on the latest edition of AWWA D100. The tank structural design (including tank, tank foundation) will be provided by the Tank Contractor (designed and stamped by a California Structural Engineer), and shop drawings will be reviewed and approved by Wallace Group during the construction phase.

We will design the civil/site improvements to accommodate the water storage tank, including site grading/paving/drainage, and new fencing. We assume the existing access road to the tank site is in good condition and suitable to serve both the existing and new tanks.

We will design the tank layout showing connecting piping (fill and draw lines), flexible ball joints (seismic), tank appurtenances including vent, access hatch, drain, overflow, level indicator, ladders, fall protection, railing and self-closing gates, and other typical tank features. The tank specification will also require the Tank Contractor to provide the cathodic protection design/system for the new water tank, also to be reviewed and approved during the submittal review process at the start of construction.

Task 5.2.8 Various Water Consolidation Improvements

Additional design tasks will be required to assist with the consolidation of various water systems, as follows:

- Task 5.2.8.1, Inter-tie to Venture Estates. We will design an inter-tie/vault structure to meter and control water transfer to Venture Estates from SSCWD. A total of two design sheets are estimated, a plan sheet, and second sheet with sections/details. Equipment will include water meter, isolation valves, check valves, and the vault will include a separate bypass line to bypass the meter when needed. Pressure reduction/regulation will not be required at this inter-tie, and no power will be required (magnetic flow meter with battery pack, or propeller water meter to be specified).
- Task 5.2.8.2, Abandonment of Water Wells. Three water wells, one each at Tres Pinos, Stonegate, and Venture Estates, will be abandoned. We will prepare a site plan/map show the three well locations, and develop a water well specification for the abandonment of water wells in accordance with DWR Bulletin 74-81 and 74-90, and local County Health Department standards.
- Task 5.2.8.3, Abandonment of Tres Pinos Water Tank. We will prepare a plan and abandonment specification for the de-commissioning of the existing 50,000 gallon at-grade water storage tank, and capping OF the water fill/draw line east of Diablo Hills Road (past the last domestic water service). The water transmission main from the point of abandonment to the top of the hill/tank site will be abandoned in place.
- 5.2.8.4, Abandonment of Stonegate Water Treatment Plant. We will prepare a plan and abandonment specification for the de-commissioning and abandonment of the existing water treatment plant, including equipment removals, equipment salvage and abandonment in place. It is assumed that no site work will be necessary to abandon the WTP.
- 5.2.8.5, Tres Pinos Water Services. We will prepare location map/plan showing where replacement of 111 Tres Pinos water service meters/laterals are to be replaced. We have assumed that the entire water service, main to meter, will be replaced new (in accordance with SSCWD standards). We will work with SSCWD and Tres Pinos staff to clarify extent of water service replacement during the design process. We will also specify abandonment of the existing 2" water meter at Tres Pinos Elementary (new 2" water meter will be provided as part of Pipeline Segment C construction).



- 5.2.8.6, Stonegate Water Services. We will prepare location map/plan showing where replacement of 35 water service meters/laterals are to be replaced. We have assumed that the entire water service, main to meter, will be replaced new (in accordance with SSCWD standards). We will work with SSCWD and Stonegate staff to clarify extent of water service replacement during the design process.
- 5.2.8.7, Replace Stonegate and Tres Pinos Water Valves (40 total). We will prepare location maps/part plans where each valve is to be replaced, provide new valve cut-in details (which will vary with existing pipe material), new gate valves and disinfection/swabbing requirements (per SSCWD standards), pavement restoration requirements (per San Benito County standards), removal/disposal of old valves and pipe segments removed as part of valve replacement. No traffic control plans will be prepared as part of this scope of work, this will be the responsibility of the Contractor.
- 5.2.8.8, Replace Fire Hydrants in BRMWC and Tres Pinos (30 total). We will prepare location maps showing the 30 locations for fire hydrant replacement. The fire hydrant only, will be replaced. Old hydrants will be disposed of by Contractor. It is assumed that no traffic bollards will be replaced; however, we will include a standard bollard detail in the plan set, and include a unit price bid item for bollards in case any are required to be installed.

Task 5.3 Potholing

We will provide pothole coordination services, including assisting SSCWD with identifying needed pothole locations, requesting pricing from local pothole contractors, and overseeing the pothole efforts during potholing/construction. This task excludes direct contracting with pothole contractors to conduct the pothole work, and excludes encroachment permits (required of Pothole Contractor).

Task 6.0: Bid Phase Services

These bid phase services cover Phase 2 only. The Phase 2 Projects could be bid as multiple projects.

Wallace Group will provide bid phase support services during the bidding phase of the Phase 2 Projects. These services and corresponding fees are estimated based on a bid phase timeline of no more than 90 calendar days, from bid advertisement date to notice of award. Wallace Group will provide the following bid phase support services:

- **Prepare Bid Advertisement.** Wallace Group will prepare the bid advertisement, for advertisement in the local newspaper (advertisement will appear in two publications, preferably a Wednesday and Sunday). Publication fees for the bid advertisement will be paid for directly by the SSCWD.
- **Attend pre-bid meeting with City staff, prospective bidders** - one (1) Wallace Group staff at six (6) hours total each Project (these hours are based on travel to SSCWD/County of San Benito. Wallace Group will coordinate time, date and location of meetings, and prepare the meeting agendas and minutes for each meeting.
- **Maintain Bidders' List.** Wallace Group will prepare and maintain the bidders' list, including disseminating electronic copies of bid documents to up to 3 local plan rooms.
- **Review and respond to Requests for Interpretation (RFIs).** Wallace Group estimates responding to a total of 16 RFIs total during the bid phase, averaging 0.5 hours per RFI response, with a budget of 16 professional hours which includes disseminating RFI responses to prospective bidders.
- **Prepare Addenda to Bid Documents.** Wallace Group has estimated up to 3 Addenda to be issued during the bid period, with an average of 2 hours professional time per Addenda,



for a total of 8 hours budget per Project which includes disseminating addenda and verifying receipt of addenda by prospective bidders.

- **Conduct Bid Opening.** Not included. Wallace Group assumes the SSCWD will conduct Bid Opening. SSCWD will provide Wallace Group with the bids for bid tabulation.
- **Bid Tabulation.** We will prepare a bid tabulation (in MS Excel) comparing all bid items with the Engineer's Opinion of Probable Construction Cost.
- **Evaluate Bids for Responsiveness.** Wallace Group will review the three lowest bids for responsiveness to the requirements of the bid documents, and will prepare a brief memorandum summarizing the bids and any irregularities, and recommending award to the lowest responsive bidder. We will prepare the Notice of Award for signature by the Client.

Task 6.0: Deliverables (each Project):

- Pre-bid Meeting Minutes (electronic PDF)
- Pre-bid Meeting Agenda (electronic PDF, 10 bond copies for handout at meeting)
- Planholders' List (electronic PDF, final MS Word Document)
- RFI Responses, Issued Addenda (electronic PDF)

Task 7.0: Engineering Services During Construction

Wallace Group will provide engineering support services to the Client during the construction of the Project. These services and corresponding fees are estimated based construction phase extending over a period of 24 months total.

Wallace Group will provide the following engineering support services during construction:

- Attend pre-construction meeting with City staff, Contractor and other stakeholders requested by SSCWD - one (1) Wallace Group staff at eight (8) hours each (these hours are based on travel to SSCWD/San Benito County. Wallace Group will coordinate time, date and location of meeting, and prepare the meeting agenda and minutes for this meeting.
- Attend on-site meetings to assess general progress and conformance of construction Work to the contract documents, with SSCWD staff and the Contractor at the SSCWD's request. Field observations will be provided to the SSCWD following each meeting, in a brief email summary. For budgeting purposes, Wallace Group assumes that we will attend a total of two on-site meetings for each Project, one Wallace Group staff at eight (8) hours each. Other weekly meetings will be attended on an as-needed basis, via Teams or other web-based format.
- Conformed Bid Documents. Prepare conformed bid set to be used during construction, incorporating all addenda changes into the plans and specifications/special provisions.
- Review up to 30 submittals for the Project (assuming two (2) reviews per each submittal, average review time 1.5 hours per submittal) per the specifications (approximately 45 hours total).
- Review and respond to Requests for Interpretation (RFIs). Wallace Group estimates responding to a total of 50 RFIs total, averaging 0.5 hours per RFI response, with a budget of 25 professional hours.
- Review and respond to Contract Change Order (CCO) Requests. Wallace Group has estimated up to 2 CCO requests, average 6 hours professional time per CCO response, for a total of 24 hours. Once approved by Client, Wallace Group CM staff will prepare the formal contract change order for execution by Client and Contractor.
- Conduct final walk-through and Punchlist. Wallace Group will attend a final walk-through with City staff and Contractor (for each Project) and will develop a punchlist of deficiencies/items needing correcting prior to reaching Substantial Completion.
- Prepare Notice of Completion. Not included. It is assumed the City will file the Notice of Completion.



- Prepare Record Drawings. Wallace Group will prepare record drawings for the SSCWD in accordance with the project specifications, based on the field record drawings provided by Contractor. Wallace Group assumes that the Contractor and/or the Client's Inspector will provide sufficient detail (horizontal and vertical) of all facilities, existing and constructed, that are different than what is shown on the signed plan set. This effort excludes field verification of the Contractor's field record drawings. Wallace Group's fee for this task is based on completion of record drawings for each of the Projects, with budgeted time of 1.0 professional hours per drawing.

Task 8.0: Construction Management Services

During the construction phase, Wallace Group will provide Construction Management and Inspection Services for Phase 2. This task also includes grant administration services during the construction period and has been budgeted at 75 hours during the construction phase.

Note, construction phase services are heavily dependent upon the overall construction phase schedule and duration. At this time, we have estimated for full time construction inspection for a total of 365 calendar days.

Task 8.1: Pre-Construction Phase Services

Project Review

- Perform review of design plans, specifications, and engineers estimate
- Review applicable Standard Specifications, including SSCWD Standard Specifications/Special Provisions and Plans
- Review contractors bid form, quantities, and payment items

Project Communication and Coordination

- Establish Procore Construction Management Software project and provide training to SSCWD project staff
- Facilitate project communication and coordination with the SSCWD, the design engineer, other water system stakeholders, County of San Benito, emergency services, utility providers, property owners, the contractor, and other stakeholders
- Coordinate environmental training and other monitoring and survey requirements
- Communicate with property owners and other stakeholders the schedule and other concerns

Pre-Construction Conference

- Prepare agenda, schedule, and facilitate the Pre-Construction Conference with input from the SSCWD's Representative
- Provide sign in sheet for all attendees
- Issue minutes for review and finalize for project record
- Review and accept baseline project schedule from the Contractor
- Review existing conditions and site constraints
- Work with contractor and SSCWD to develop phasing and sequencing plan to minimize impacts, including public notifications and outreach
- Work with contractor to identify and prioritize long lead items that can impact critical path

Pre-Construction Photos

- Prior to the start of construction, collect pre-construction photos of project sites
- Photos will be uploaded into Procore in a separate album for review by the project
- Review of Contractors Pre-Construction photos uploaded as submittal into Procore



Submittal and Request for Information (RFI) Management

- Utilize Procore to track and review submittals and RFI's from Contractor and provide comments/acceptance with the project plans and specifications, including coordination and review with the SSCWD. Coordinate with Engineer of Record for their review of specific submittals.
- We have budgeted for 30 submittals and 50 RFIs
- Process all submittals in a timely manner and make available to project team
- Maintain electronic copies within Procore and hard copies as requested

Deliverables (all electronic format):

- Reviewed submittals and submittal log
- Reviewed RFIs and RFI log
- Pre-Construction Photos
- Pre-Construction Conference Agenda and Minutes

Task 8.2: Construction Phase

Weekly Construction Meeting

- Prepare the agendas and facilitate the Weekly Progress Meetings with contractor, SSCWD staff, and other necessary entities, and issue minutes
- We have assumed that Weekly Construction Meetings will be held virtually

Project Schedule

- Monitor project baseline schedule
- Keep stakeholders informed of the construction schedule
- Review Contractor's Three Week Look Ahead Schedule
- Keep track of and issue Weekly Statement of Working Days

Change Order Management & Force Account

- Review and qualify contractor requested change orders
- Investigate proposed change orders, coordinate review with the EOR, obtaining the SSCWD's approval prior to work taking place
- Establish and maintain files and documentation for use in change negotiations or potential claims
- Generate project change orders using the SSCWD's template
- Document delays or possible changes in work or site condition
- Inspector to document Force Account work and review T&M ticket with Contractor at the end of each shift, as applicable

Quantity Calculations and Progress Estimates

- Maintain quantity calculations throughout the project
- Coordinate daily reports and quantities with the Contractor, identify and record potential disputes for future reference
- Review monthly Request for Payment, sign, and recommend approval for payment to the District
- Collect delivery and materials tickets for project record
- Review certified payrolls for compliance with governing prevailing wage. Provide reviewed copies to the District's Designated Representative monthly for project record

Construction Observation/Inspection

- Provide onsite inspections and oversight during construction



- Prepare inspection reports, including tracking labor (name, classification, and estimated hours worked), equipment, weather, observations/notes, quantities, and photos. Including conversations or discussions that may be important.
- Daily reports to be provided weekly to the District's Designated Representative or as requested.
- Notify the Contractor and District when work is performed that is unsatisfactory, faulty, or does not conform to the Contract documents and advise on how the work should be remedied.
- Coordination with Geotechnical subconsultant for compaction and material testing services for material testing of subgrade, base rock, hot mix asphalt, concrete, and other special inspections.
- Inspector will help to coordinate notification of Police/Sheriff and other local agencies and may dialogue with the public on-site.
- Provided oversight on the requirements of the encroachment permit, and verify requirements are performed and documented.
- Inspections and oversight include:
 - Contractors Means and Methods
 - Review Contractors Survey and Layout
 - Material Deliveries and Tickets
 - Traffic control plans and implementation
 - Construction Staging Area
 - Site Safety and Signing
 - Pedestrian and bicycle access
 - Stormwater Controls
- Review compliance with contract documents.
- Record and report design modifications.
- Track inspectors set of as-builts for comparison with set provided by the Contractor for project record.
- We have budgeted for full time inspection at an assumed average eight hours/day.
 - Inspection time may be adjusted accordingly based on scope of work and contractors activities

Site Documentation

- Maintain photos and documentation throughout the project
- All photos and documentation will be maintained in Procore and available to the entire team at all times

Stormwater Compliance and Permits

- Monitor stormwater protection measures throughout the project

Safety

- Monitor contractor's safety practices for compliance with safety program
- Utilize the following documents during field safety monitoring program:
 - CAL-OSHA Construction safety orders
 - Traffic Control Plan
 - Contractor safety plan
- Work with contractor to resolve any safety concerns on site
- Advise District of any observed or unresolved deficiencies

Final Inspection and Punch List

- Schedule punch list walk with the Contractor and District
- Observe complete and near complete work for deficiencies
- Establish and maintain punch list and track items to resolution



- Recommend and approve final payment to contractor

Deliverables:

- Inspector Daily Logs and Photos
- Progress Payment Reviews
- Change Order/Force Account Documentation

Task 8.3: Post-Construction Phase Services

Record Drawings

- Review field record drawings with contractor throughout the project
- Assist SSCWD, District Engineer and EOR in review and completion of final record drawings

Project Closeout

- Assemble and deliver all records, reports, certificates, pictures upon project completion
- Files can be delivered in electronic format
- Prepare critique and attend post-construction meeting with the Design Engineer and District Staff to discuss the project and discuss lessons learned and pros/cons

Deliverables:

- Punch List
- Comments and review of Contractors field record drawings
- Project Close Out Documentation (Submittals, RFIs, Daily Logs, Photos, Change Orders, Progress Payments, etc)

Task 8.4: Material Testing & Special Inspection (Earth Systems)

Earth Systems will be a subconsultant to Wallace Group and will provide material testing and special inspection support for the project. A detailed scope and proposal will be obtained once the project design is completed.

Scope

- Compaction testing of trench backfill and roadway subgrade, including laboratory tests for max density and optimum moisture
- Compaction testing and laboratory testing of hot mix asphalt (HMA) during trench restoration and roadway repaving
- Concrete compression tests
- Special Inspection of retaining wall foundations, rebar, and grouting

Task 8.5: Water Storage Tank Special Inspection (TBD)

This task will be dedicated to special tank inspections. Scope to be provided at a later time.

Task 8.6: Environmental Special Inspections

This task will be dedicated to Environmental Special Inspections. As mitigative efforts cannot be defined until the environmental review process is complete, construction phase support cannot be identified at this time, and would need to be included as additional scope items added to this scope of services at that time.

Task 8.7: Grant Administration Support

Wallace Group will provide grant administration support to SSCWD, including quarterly reporting support, grant reimbursement support, amendment preparation, coordination meetings with DWR (via Teams), etc. Wallace Group has estimated 360 hours of support for this task.



Task 9.0: LAFCO, Permitting, and Prop 218 Support

Wallace Group will provide LAFCO, Permitting, and Proposition 218 Support. This effort has not been fully defined but it is anticipated that the task will include:

- Coordination meetings with LAFCO
- Attendance at up to four LAFCO meetings (in person)
- Preparation of an Engineer's Report. Assumes that SSCWD will provide the financial information to support the Engineer's Report. This task does not include the costs for a financial consultant.
- Preparation of Proposition 218 Rate Study materials
- Mailing, receiving, and tabulating Protest Letters
- Attending SSCWD Board Meetings for Protest Hearing (in person, assume 4 meetings)
- Permitting with DDW and other Regulatory Agencies

SCHEDULE

An overall project schedule will be provided to be in line with the grant requirements.

TO BE PROVIDED BY THE SSCWD (and other Stakeholders)

- Available record drawings, particularly for existing utilities
- SSCWD shall provide the DIR Project Number for this project. To do so, the SSCWD will need to complete the PWC-100 form and submit to the DIR prior to the commencement of the field survey. This is required to be in compliance with State of California Prevailing Wage laws.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services may also benefit your project. Wallace Group can provide these services, directly or through sub-consultants, however, they are not included in the current Scope of Services or estimate of fees:

- Pothole Contractors
- New Tank Site access road
- Environmental Impact Report(s)
- Environmental Permit Fees
- Land Appraisals/Land Acquisition
- Water Modeling/Fire Flow Modeling
- Private property access agreements
- Traffic Control Plans
- Bid Advertisement Fees
- Prepare and file Notice of Completion

PROJECT FEES

Wallace Group will perform the services denoted in Tasks 1 through 9 (excluding optional tasks) of the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total fees, including reimbursables will not exceed our estimated fee of \$3,050,000 without receiving written authorization from the SSCWD.

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Sunnyslope County Water District
January 15, 2024
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The estimated fees denoted in Task 3 (survey), Task 4 (Geotechnical), and Task 8 (Inspection) above are based on prevailing wage rates.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

TERMS AND CONDITIONS

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit B) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for engineering services. If you would like to discuss this proposal in greater detail, please feel free to contact me.

Sincerely,

WALLACE GROUP, a California Corporation

TERMS AND CONDITIONS ACCEPTED:

Kari E. Wagner, PE C66026
Principal/Director of Water Resources
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us

Signature

Printed Name

Title

Date

Attachments
GGM: PP23-7963, 2024, std
Exhibit A
Exhibit B

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.



**Exhibit A
 Standard Billing Rates**

Engineering, Design & Support Services:

| | |
|--|-------------------------|
| Assistant Designer/Technician | \$110 |
| Designer/Technician I - IV | \$115/\$125/\$135/\$145 |
| Senior Designer/Technician I - III | \$158/\$165/\$172 |
| GIS Technical Specialist | \$150 |
| Senior GIS Technical Specialist | \$160 |
| Associate Engineer I - III | \$130/\$140/\$150 |
| Engineer I - IV | \$160/\$165/\$170/\$175 |
| Senior Engineer I - III | \$185/\$190/\$195 |
| Director | \$200 |
| Principal Engineer/Consulting Engineer | \$240 |
| Principal | \$260 |

Surveying Services:

| | | Prevailing Wage* |
|------------------------------------|-------------------------|-------------------------|
| Party Chief | \$175 | \$225 |
| Instrument Person | \$115 | \$145 |
| Associate Survey Technician | \$110 | |
| Survey Technician I - IV | \$130/\$135/\$145/\$150 | |
| Land Surveyor I - III | \$155/\$165/\$175 | |
| Senior Land Surveyor I - III | \$180/\$185/\$190 | |
| Director | \$200 | |
| Principal Surveyor | \$240 | |
| Principal | \$260 | |

Construction Management / Field Inspection Services:

| | | Prevailing Wage* |
|--|-------------------|-------------------------|
| Construction Inspector I - II | \$135/\$150 | \$165/\$172 |
| Senior Construction Inspector | \$155 | \$180 |
| Construction Office Tech I-III | \$110/\$120/\$130 | |
| Assistant Resident Engineer I - II | \$160/\$165 | |
| Resident Engineer I - III | \$170/\$175/\$180 | |
| Senior Resident Engineer | \$190 | |
| Director | \$195 | |
| Principal Construction Manager | \$225 | |
| Principal | \$260 | |

Support Services:

| | |
|---------------------------------|-------------------|
| Office Assistant | \$100 |
| Project Assistant I - III | \$110/\$115/\$125 |

***Prevailing Wage:**

State established prevailing wage rates will apply to some services based on state law, prevailing wage rates are subject to change over time and geographic location.

Right to Revisions:

Wallace Group reserves the right to revise our standard billing rates on an annual basis, personnel classifications may be added as necessary.

Additional Professional Services:

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$400 an hour. If required to meet schedule requests, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

Direct Expenses:

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- sub-consultant services
- agency fees
- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

Invoicing and Interest Charges:

Invoices are submitted monthly on an accrued cost basis. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

Exhibit B
Standard Terms and Conditions
Wallace Group Proposal No. PP23-7963
Contract Agreement Date: January 15, 2024

CLIENT: SUNNYSLOPE COUNTY WATER DISTRICT
3570 Airline Highway, Hollister, California 95023

CONSULTANT: WALLACE GROUP, A CALIFORNIA CORPORATION
612 Clarion Court, San Luis Obispo, California 93401

CLIENT and CONSULTANT agree that these Standard Terms and Conditions, comprised of pages 1 through 6, and the associated written Scope of Services and budget constitute the entire Agreement between the CLIENT and the CONSULTANT. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the CLIENT and the CONSULTANT.

ARTICLE 1. GENERAL PROVISIONS

1.1 Preamble

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and the CONSULTANT, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and each will cooperate in the common endeavor of the contract.

1.2 Governing Law and Jurisdiction

The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Luis Obispo, California.

1.3 Precedence of Conditions

Should any conflict exist between the terms herein and the form of any purchase order or confirmation issued, the Terms and Conditions herein shall prevail in the absence of CONSULTANT'S express written consent of others conditions.

1.4 Standard of Care

In providing services under this Agreement, the CONSULTANT will endeavor to perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

1.5 Corporate Protection

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a California corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

1.6 Confidentiality

The CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than the CONSULTANT'S employees, Subconsultants and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

1.7 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with Contractors, Subcontractors, Subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

1.8 Timeliness of Performance

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

1.9 Severability

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.10 Survival

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

1.11 Statutes of Repose and Limitation

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the CONSULTANT'S services are completed or terminated.

1.12 Defects in Service

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT'S services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all Contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT'S Contractors or Subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

1.13 Jobsite Safety

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees or Subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, constructions means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the General Contractor. The CLIENT also agrees that the CLIENT, the CONSULTANT and the CONSULTANT'S Subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

1.14 Assignment: Subcontracting

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may not subcontract any portion of the work to be performed hereunder without such consent.

1.15 Force Majeure

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

1.16 Disputes

(a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding CONSULTANT'S fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between CLIENT and CONSULTANT, both the CLIENT and CONSULTANT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to perfect or enforce applicable mechanics lien remedies.

1.17 Attorneys' Fees

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.

1.18 Services by CLIENT

CLIENT shall pay all other charges not specifically covered by the terms of this agreement, unless specifically included in the Scope of Services. The CLIENT shall furnish, at the CLIENT'S expense, all information required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

1.19 Retention

If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

ARTICLE 2. DEFINITIONS

2.1 Burdened Labor Costs

Burdened labor costs shown on the Standard Billing Rates include payroll taxes, worker's compensation insurance, and other overhead costs applicable to the typical standard of care.

2.2 Direct Expenses

Expenditures made by the CONSULTANT, its employees or its Subconsultants in the interest of the Project. Applicable reimbursable direct expenses are defined on the Standard Billing Rates.

ARTICLE 3. COMPENSATION

3.1 Payment Due

Invoices shall be submitted by the CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid in full within thirty (30) days of the invoice date.

3.2 Interest

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, the invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

3.3 Collection Costs

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at Standard Billing Rates for the CONSULTANT'S time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.

3.4 Termination or Suspension of Services

This agreement may be terminated or suspended by either party effective seven (7) days from the date of written notice, or if the CLIENT suspends the work for three (3) months. Upon receipt of a notice of termination or suspension, CONSULTANT will stop or suspend its work and provide same direction for the work of all its Subcontractors and suppliers. Failure of CLIENT to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses and other approved related charges. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the CLIENT. Upon payment-in-full by the CLIENT, CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the CONSULTANT to resume performance.

3.5 Retention Discounts

Payment of invoices shall not be subject to any discounts or retention by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

3.6 Satisfaction with Services

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT'S services to the date of payment and is not aware of any deficiencies in those services.

3.7 Disputed Invoices

If the CLIENT objects to any portion of any invoice, the CLIENT shall so notify the CONSULTANT in writing within ten (10) days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in

dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within forty-five (45) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on all disputed invoice amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the invoice date.

3.8 Payments to the CONSULTANT

Payments to the CONSULTANT shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the CONSULTANT'S compensation for any reason unless the CONSULTANT has been found to be legally liable for such amounts.

3.9 Advance Payment: Withholding Work Product

CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Services. CONSULTANT is not obligated to provide services in excess of the authorized budget.

ARTICLE 4. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS

4.1 Definitions

Services and work products not expressly included with those specified in this agreement, as determined by CONSULTANT, are not covered by this agreement. Such services and work products will be provided only upon compliance with the procedures set forth in Article 4.5 of this Agreement.

4.2 Services During Construction

Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provisions of the project specifications only. CONSULTANT in no way guarantees or insures Contractor's work nor assumes responsibility for methods or appliances used by the Contractor for job site safety or for Contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

4.3 Soil Testing

CONSULTANT makes no representations concerning soil conditions, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. It is the CLIENT'S responsibility to obtain a soils report upon which report CONSULTANT can rely.

4.4 Opinion of Probable Construction Costs

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT'S opinions of probable construction costs are made on the basis of the CONSULTANT'S professional judgment and experience. CONSULTANT makes no warranty, express or implied, that bids or negotiated cost of the Work will not vary from the CONSULTANT'S opinion of probable construction cost.

4.5 Additional Services

Additional services or work products requiring an adjustment of CONSULTANT'S original estimated budget or fixed fee will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same and signed by both parties.

ARTICLE 5. TERMINATION OF AGREEMENT

5.1 Due to Default

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail to substantially perform in accordance with this agreement through no fault of the party initiating the termination.

5.2 Without Cause

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the project is abandoned.

5.3 Termination Adjustment: Payment

If this agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred to the termination notice date, including reimbursable expenses due, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly close the work and prepare

project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

ARTICLE 6. LIMITATION OF LIABILITY: WAIVER: WARRANTY

6.1 Limitation of Liability

In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CLIENT shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.2 Contractor and Subcontractor Claims

The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees and Subconsultants to all construction Contractors and Subcontractors on the Project for any and all claims, losses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and the CONSULTANT'S Subconsultants to all those named shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

6.3 Warranty

CONSULTANT makes no warranty, either express or implied, as to CONSULTANT'S findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiations of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

If the Scope of Services pursuant to this agreement does not include on-site construction review, construction management, or other construction supervision for this project, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold CONSULTANT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of CONSULTANT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of CONSULTANT.

6.4 Interpretation

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary responsibility, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the CONSULTANT'S sole or gross negligence or the CONSULTANT'S willful misconduct. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suites against other parties who may join the CONSULTANT as a third-party defendant. "Parties" means the CLIENT and the CONSULTANT, and their officers, directors, partners, employees, Subcontractors and Subconsultants.

6.5 Delays

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the CLIENT of the CLIENT'S Contractors or CONSULTANT'S; or discovery of any hazardous substances or differing site conditions.

ARTICLE 7. HAZARDOUS WASTE MATERIALS

7.1 Liability

CONSULTANT hereby states and CLIENT hereby acknowledges that CONSULTANT has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the

preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing substances including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Accordingly, the CLIENT hereby agrees to bring no claim for negligence, breach of contract indemnity or otherwise against the CONSULTANT, its principals, employees, and agents if such claim, in any way, would involve the CONSULTANT'S services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify and hold harmless CONSULTANT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the CONSULTANT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the CONSULTANT.

ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS

8.1 CONSULTANT Ownership

All original papers, documents, drawings, electronic media and other work product of CONSULTANT, and copies thereof, produced by CONSULTANT pursuant to this agreement shall remain the property of CONSULTANT and may be used by CONSULTANT without the consent of CLIENT. Upon request and payment of the costs involved, CLIENT is entitled to a copy of all papers, documents and drawings provided CLIENT'S account is paid current.

8.2 Document Reuse

In the event the CLIENT, the CLIENT'S Contractors or Subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any Subcontractors of any tier from making any changes or modifications to the CONSULTANT'S construction documents without the prior written approval of the CONSULTANT and further requires the Contractor to indemnify both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without proper authorization.

8.3 Electronic Media Alteration and Reuse

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, CONSULTANT reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in CADD form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said materials shall not be used by CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT'S express written permission. Unauthorized modification or reuse of the materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.