



Sunnyslope County Water District

BOARD OF DIRECTORS

REGULAR MEETING

District Office Board Room/Teleconference



3570 Airline Hwy., Hollister, CA

NOTICE & AGENDA

APRIL 18, 2023

Regularly Scheduled Board Meeting - 5:15PM

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

ZOOM MEETING ACCESS LINK

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

Zoom Link Passcode: SSCWD

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

Dial in Passcode: 866864

HEALTH AND SAFETY GUIDELINES

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

Mission Statement:

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

A. CALL TO ORDER - ROLL CALL

President Brown _____, Vice-President Mauro _____,

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

REGULAR SESSION @ 5:15PM

B. PLEDGE OF ALLEGIANCE

C. 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. 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 Regular Board Meeting of March 21, 2023 (page 1)
2. Receive and Accept Allowance of Claims for Disbursements from March 1, 2023 Through March 31, 2023. (page 7)
3. Associate Engineer Monthly Status Report (page 11)
4. Receive and Accept Finance Manager Monthly Status Reports:
 - a) Narrative Report (page 13)
 - b) Operation Summary (page 20)
 - c) Statement of Income (page 23)
 - d) Investment Summary (page 25)
 - e) Board Designated Reserves (page 26)

5. Receive and Accept Superintendent Monthly Status Reports:
 - a) Maintenance (page 27)
 - b) City Meter Reading (page 35)
 - c) Groundwater Level Measurement (page 36)

6. Receive and Accept General Manager Monthly Status Report. (page 37)

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 Adoption Of Resolution No. 589 Proclaiming May 2023, As “Water Awareness Month” (Not a Project Under CEQA per Article 20, Section 15378). (page 39)

2. Consider Adoption Of Resolution No. 590 Declaring The Current Drought And Water Supply Emergency Over And Adopting New Water Conservation Measures (Not a Project Under CEQA per Article 20, Section 15378). (page 41)

3. 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 8 – May 11, 2023, In Person Or Virtual Meeting, Not To Exceed \$2500 Per Attendee (Not a Project Under CEQA per Article 20, Section 15378). (page 51)

4. Consider Approval And Authorize The President To Sign An Agreement For Water Facilities And Service For The Annotti Landing Development (Categorically Exempt from CEQA pursuant to Section 15332 class 32). (page 62)

5. Authorize The General Manager To Purchase A New Green Climber LV300PRO And Flatbed Utility Vehicle Trailer At A Total Cost Not To Exceed \$116,000 (Not a Project Under CEQA per Article 20, Section 15378). (page 77)

6. Consider Adoption Of Resolution No. 591 Declaring Sunnyslope Water District’s Intent To Pursue Local Water Systems Consolidation And Authorizing The General Manager To Contract With The Wallace Group To Perform Pipeline Design (Not a Project Under CEQA per Article 20, Section 15378). (page 85)

G. STATUS REPORT

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

H. BOARD and STAFF REPORTS

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

I. FUTURE AGENDA ITEMS

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 16, 2023 @ 5:15 p.m., District Office

AGENDA DEADLINE: May 10, 2023 @ 12:00 p.m.

Future Scheduled Committee Meetings

Water Resources Association of San Benito County – June 1th, 2023 @ 4pm

- ¹ The person speaking is requested to fill out a speaker card stating items on which they wish to comment to be properly recognized during communications from the public and address comments to the Board of Directors. A limit of three (3) minutes per speaker is requested to allow others an opportunity to comment. Board members may ask questions of the speaker, but no action may be taken, and no discussion may be held on non-agenized items raised by the public. The General Manager may refer the matter to the proper personnel for review.
- ² The person speaking is requested to fill out a speaker card stating their name, address, and items on which they wish to comment to be properly recognized during communications from the public and address comments to the Board of Directors. Please limit your comment to three (3) minutes. Please step up to and speak at the podium.

MINUTES
Regular Meeting of the Board of Directors
of the
SUNNYSLOPE COUNTY WATER DISTRICT
March 21st, 2023

- A. CALL TO ORDER:** The meeting was called to order at 4:15 p.m. by Vice President Mauro, as authorized by the State of California Executive Order N-08-21 via teleconference, at the Sunnyslope County Water District office, 3570 Airline Highway, Hollister, California.

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

Present via teleconference: President Dee Brown (DB).

Vice President Mauro read the following statement prior to commencement of the meeting:

“Prior to tonight’s meeting, President Brown notified the District that she will attend the meeting remotely. Her attendance is for “Just Cause” purposes as she is experiencing a need related to a physical or medical condition. As such, President Brown will participate remotely through audio and visual technology.

This remote access is also available to the Public for them to view and provide real-time comment for the meeting. The District we will stop the meeting if there is any interruption in its remote connectivity.”

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

C. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS:

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

CVRA Demand Letter- Shenkman & Hughes, PC

Vice President Mauro retired the meeting to closed session at 4:15 p.m. and upon returning to the regular session at 5:10 p.m., moved to take a brief recess. The meeting was reconvened to open session at 5:15 p.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. Conference with Legal Counsel- Pending Litigation (§54956.9(b))

- i. General counsel was given, no reportable actions taken.

- F. APPROVAL OF AGENDA:** Upon a motion made to approve the agenda by Director Parker, seconded by Director Alcorn, for which Vice President Mauro then took a roll call vote as follows: (DB), yes; (JP), yes; (MA), yes; (JB), yes; (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, Associate Engineer Rob Hillebrecht, Water/ Wastewater Superintendent Jose Rodriguez, Finance and HR Manager Barry Kelly.

H. CONSENT AGENDA:

1. Approval of Minutes of the Regular Board Meeting of February 21st, 2023
2. Approval of Minutes of the Special Board Meeting of February 28th, 2023.
3. Allowance of Claims – The Board reviewed the Disbursement Summary (below) for the period of February 1, 2023 through February 28, 2023, totaling \$1,195,845.09 which includes \$207,799.01 for payments to vendors, \$248,680.21 for Payroll, \$409,198.11 paid to the City of Hollister for collection of City sewer billings (net of our fees), and \$1,489.65 for customer refunds.

<u>Date</u>	<u>Number</u>	<u>Name</u>	<u>Amount</u>
02/02/2023	50972	Ace Hardware (Johnson Lumber Co.)	\$23.13
02/02/2023	50973	Brenntag Pacific, Inc.	\$1,149.89
02/02/2023	50974	CWEA Membership- TCP	\$200.00
02/02/2023	50975	EBCO Pest Control	\$69.00
02/02/2023	50976	Hach Company	\$2,471.33
02/02/2023	50977	Mission Uniform Service	\$415.75
02/02/2023	50978	O'Reilly Auto Parts	\$29.49
02/02/2023	50979	Razzolink.com	\$76.95
02/02/2023	50980	San Benito County Water District	\$750.75
02/02/2023	50981	San Benito Tire Pros & Automotive	\$25.00
02/02/2023	50982	Star Concrete	\$1,496.73
02/02/2023	50983	Transene Company Inc (Shape Products)	\$152.36
02/02/2023	50984	USA Blue Book	\$828.34
02/02/2023	50985	UWUA Local 820	\$738.56
02/02/2023	ACH 2489	Sterling Administration Health	\$75.00
02/03/2023	ACH 2490	Intuit, Inc.	\$110.38
02/03/2023	ACH 2491	Intuit, Inc.	\$12.73
02/03/2023	ACH 2492	Sterling Administration Health	\$41.32
02/03/2023	ACH 2493	ADP	\$67.26
02/06/2023	ACH 2494	Principal	\$3,714.32
02/08/2023	50986	AT&T	\$445.45
02/08/2023	50987	AT&T	\$534.12
02/08/2023	50988	AT&T	\$500.00
02/08/2023	50989	City of Hollister-Finance Dept	\$409,198.11
02/08/2023	50990	Ferguson Enterprises, Inc.	\$326.29
02/08/2023	50991	Frisch Engineering Inc.	\$720.00
02/08/2023	50992	Hach Company	\$894.32
02/08/2023	50993	Iconix Waterworks (US) Inc.	\$2,542.43
02/08/2023	50994	Maggiara Bros. Drilling, Inc.	\$1,400.00
02/08/2023	50995	Mission Uniform Service	\$403.37
02/08/2023	50996	MNS Engineers, Inc.	\$215.00
02/08/2023	50997	Postal Graphics	\$1,666.51
02/08/2023	50998	Procure America	\$305.74
02/08/2023	50999	Recology San Benito County	\$326.68
02/08/2023	51000	San Benito Tire Pros & Automotive	\$730.07
02/08/2023	51001	Simplot Grower Solutions	\$1,473.78
02/08/2023	51002	Star Concrete	\$226.15
02/08/2023	51003	Toro Petroleum Corp.	\$2,315.92
02/08/2023	ACH 2495	Sterling Administration Health	\$150.00
02/08/2023	ACH 2496	iCloud	\$11,395.20
02/09/2023	JN00346	Net Pay	\$67,982.48
02/09/2023	JN00346	Total Tax	\$16,843.35

02/10/2023	ACH 2497	CalPERS - Retirement	\$23.08
02/10/2023	ACH 2498	CalPERS - Retirement	\$7,013.56
02/10/2023	ACH 2499	CalPERS - Retirement	\$7,918.50
02/10/2023	ACH 2500	CalPERS - Retirement	\$200.00
02/10/2023	ACH 2501	CalPERS - Retirement	\$1,010.96
02/10/2023	ACH 2502	CalPERS - Retirement	\$240.17
02/10/2023	ACH 2503	CalPERS - Retirement	\$3,997.58
02/10/2023	ACH 2504	ADP	\$2,146.41
02/13/2023	ACH 2505	Sterling Administration Health	\$140.00
02/14/2023	ACH 2506	Nationwide Retirements Solutions	\$8,908.81
02/15/2023	51004	ACC Business	\$1,323.29
02/15/2023	51005	Ace Hardware (Johnson Lumber Co.)	\$32.08
02/15/2023	51006	Adan Cervantes	\$65.00
02/15/2023	51007	Backflow Apparatus & Valve Co. (BAVCO)	\$649.53
02/15/2023	51008	CM Analytical, Inc.	\$10,943.75
02/15/2023	51009	De Lay & Laredo	\$2,300.00
02/15/2023	51010	Green Line	\$2,760.00
02/15/2023	51011	Green Valley Farm Supply, Inc	\$4,858.98
02/15/2023	51012	Mc Gilloway, Ray, Brown & Kaufman	\$6,980.00
02/15/2023	51013	Mission Uniform Service	\$415.75
02/15/2023	51014	MNS Engineers, Inc.	\$10,827.00
02/15/2023	51015	San Benito County Water District	\$327,927.36
02/15/2023	51017	Trans Union LLC	\$219.10
02/15/2023	51018	U.S. Bank Corporate Payment Systems	\$4,052.17
02/15/2023	51020	USA Blue Book	\$164.10
02/15/2023	51021	Wallace Group	\$357.00
02/15/2023	ACH 2507	Sterling Administration Health	\$113.00
02/16/2023	51022	CWEA Membership- TCP	\$200.00
02/17/2023	ACH 2508	Sterling Administration Health	\$160.00
02/22/2023	ACH 2509	Sterling Administration Health	\$5.00
02/22/2023	ACH 2510	ADP	\$264.10
02/23/2023	51023	A-1 Services	\$403.00
02/23/2023	51024	Ace Hardware (Johnson Lumber Co.)	\$630.26
02/23/2023	51025	Brenntag Pacific, Inc.	\$1,312.83
02/23/2023	51026	Brigantino Irrigation	\$19.99
02/23/2023	51027	Buckles-Smith	\$13,841.94
02/23/2023	51028	CA Dept. of Tax & Fee Administration	\$1,099.00
02/23/2023	51029	Central Ag Supply LLC	\$262.08
02/23/2023	51030	Eva Green Power	\$7,800.00
02/23/2023	51031	Exceedio	\$3,204.87
02/23/2023	51032	Green Line	\$1,410.00
02/23/2023	51033	Konica Minolta Premier Finance	\$416.76
02/23/2023	51034	Meter, Valve & Control	\$43,842.74
02/23/2023	51035	Mission Uniform Service	\$403.37
02/23/2023	51036	O'Reilly Auto Parts	\$219.22
02/23/2023	51037	Palace Business Solutions	\$453.34
02/23/2023	51038	Petty Cash	\$210.42
02/23/2023	51039	Postal Graphics	\$40.92
02/23/2023	51040	Raftelis Financial Consultants, Inc.	\$4,257.50
02/23/2023	51041	Regional Government Services	\$89.50
02/23/2023	51042	Toro Petroleum Corp.	\$1,983.82
02/23/2023	51043	Tyler Technologies, Inc.	\$4,339.12
02/23/2023	51044	USA Blue Book	\$1,203.24
02/23/2023	51045	UWUA Local 820	\$738.56
02/23/2023	JN00347	Net Pay	\$66,586.24

02/23/2023	JN00347	Total Tax	\$16,534.83
02/24/2023	ACH 2511	Sterling Administration Health	\$15.00
02/24/2023	ACH 2512	CalPERS - Retirement	\$23.08
02/24/2023	ACH 2513	CalPERS - Retirement	\$7,043.62
02/24/2023	ACH 2514	CalPERS - Retirement	\$7,918.50
02/24/2023	ACH 2515	Nationwide Retirements Solutions	\$8,908.81
02/24/2023	ACH 2516	CalPERS - Health Insurance	\$23,108.00
02/27/2023	ACH 2517	Sterling Administration Health	\$5.00
02/28/2023	51046	SERENA & THEADORE RICO	\$18.83
02/28/2023	51047	GLORIA POPOWSKI	\$163.88
02/28/2023	51048	OPENDOOR LABS INC.,	\$85.92
02/28/2023	51049	YOSHIFUMI R & NANCY M TAMAKI	\$167.53
02/28/2023	51050	HECTOR PEREZ	\$25.76
02/28/2023	51051	DUSTIN TEIBEL	\$193.65
02/28/2023	51052	NINA SWENDING	\$444.62
02/28/2023	51053	ROBERT POSTIGO	\$31.62
02/28/2023	51054	LULU MICHELOTTI IRREVOCABLE TRUST,	\$148.28
02/28/2023	51055	ANITA LUCKETTI	\$29.55
02/28/2023	51056	ROGGIE TRUJILLO	\$69.40
02/28/2023	51057	TAMMY & JEFFREY CASALEGNO	\$84.09
02/28/2023	51059	MERITAGE HOMES OF CALIFORNIA,	\$26.52
02/28/2023	ACH 2518	P G & E	\$36,770.34

-\$1,195,845.09

4. Receive Associate Engineer Monthly Status Report.
5. Receive Finance Manager Monthly Status Reports: a. Narrative Report, b. Operation Summary, c. Statement of Income, d. Investment Summary, and e. Board Designated Reserves.
6. Receive Superintendent Monthly Status Reports: a. Maintenance, b. City Meter Reading, and c. Groundwater Level Measurement.
7. Receive General Manager Monthly Status Report.

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

I. NEW BUSINESS:

1. **Approve And Authorize The Board President To Sign Resolution No. 588 Creating A Lead Account Technician Position And Modifying Salary Step J (Not A Project Under CEQA Per Article 20, Section 15378).**

General Manager Drew Lander spoke on this item, stating that the office has been through various changes which have in turn led to a need for this position. Mr. Lander emphasized that employee Kelly Roberts has been doing an excellent job in taking on the additional responsibility and training the other front office staff, therefore it seems fitting to put her into a lead role. Director Alcorn asked for clarification on whether this role was exempt or hourly, to which General Manager Lander confirmed it is an hourly position represented by the collective bargaining unit. GM Lander also confirmed that the Union had been consulted and supports the modification to the job description.

Vice President Mauro then asked for any public comment. Upon receiving no public comment, Director Alcorn made a motion to Approve Resolution No. 588 creating a Lead Account Technician position and modifying salary step J. This motion was seconded by Director Parker for which Vice President Mauro then took a roll call vote as follows: (DB), yes; (JP), yes; (MA) yes; (JB) yes; and (EM) yes; the motion carried 5-0.

2. Due To Recent Reports And National Attention To PFOS And PFAS Chemicals, Staff Will Present Applicable Data And Impacts Relating To Potential Federal Regulations. This Is An Information Item Only To Allow For Open Discussion On This Matter (Not A Project Under CEQA Per Article 20, Section 15378).

Water/Wastewater Superintendent Jose Rodriguez was asked to speak on this matter. Mr. Rodriguez explained that PFAS are a group of man-made chemicals that includes PFOA, PFOS, GenX, and many other chemicals. He informed the board that small groundwater systems serving less than 10,000 people will need to complete monitoring twice over a 12-month period with initial monitoring needing to be complete within three years of the final rule. Water systems will initially be required to monitor quarterly but will be eligible for reduced monitoring if PFAS levels are less than one-third of the MCLs. Mr. Rodriguez informed the Board that the district won't be impacted as much as other areas might be because our water supplies do not appear to be impacted by PFAS chemicals. However, if needed in the future the best process to remove PFAS out of water is with granular activated carbon (GAC), which both surface water plants operated by the district do have.

This item was brought to the board as an informational discussion, no motion needed.

J. BOARD COMMITTEE and STATUS REPORTS

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

K. BOARD and STAFF REPORTS

1. **Directors:** No Report.
2. **District Counsel:** No Report.
3. **General Manager:** General Manager/Secretary Lander gave an oral report discussing meeting with San Benito County and Fairview Developers as we work towards getting the college hooked up with sewer. Mr. Lander also gave an update on various projects around the office, including the rate model that is 90-95% complete and almost ready to be presented to the Board. Lastly, Mr. Lander expressed that Westhills Water Treatment plant should hopefully be back on by the end of the month, with the district planning to have both plants running through the coming year due to our large water allocation for this 2024.

L. FUTURE AGENDA ITEMS: Resending California's Drought Stage 2 restrictions and Budget for fiscal year 2023-2024.

M. ADJOURNMENT: Vice President Mauro adjourned the meeting at 5:57 p.m.

APPROVED BY THE BOARD:

Dorothy J. L. Brown, President

RESPECTFULLY SUBMITTED:

Drew A. Lander, Secretary



Disbursement Summary

March 1, 2023 through March 31, 2023

Date	Num	Name	Amount
03/01/2023	51060	Ace Hardware (Johnson Lumber Co.)	\$43.61
03/01/2023	51061	AT&T	\$1,000.00
03/01/2023	51062	Don Chapin Co. Inc., The	\$255.00
03/01/2023	51063	EBCO Pest Control	\$69.00
03/01/2023	51064	Ferguson Enterprises, Inc.	\$84.25
03/01/2023	51065	InfoSend	\$7,489.07
03/01/2023	51066	Konica Minolta Premier Finance	\$416.76
03/01/2023	51067	Mark Nicholson, Inc.	\$48,196.47
03/01/2023	51068	MBS Business Systems	\$8,462.19
03/01/2023	51069	Mission Uniform Service	\$442.75
03/01/2023	51070	O'Reilly Auto Parts	\$66.31
03/01/2023	51071	Razzolink.com	\$76.95
03/01/2023	51072	Verizon Wireless	\$467.98
03/01/2023	51073	Wallace Group	\$6,054.25
03/02/2023	ACH 2519	ADP	\$21.45
03/02/2023	ACH 2520	Sterling Administration Health	\$150.68
03/03/2023	ACH 2521	Sterling Administration Health	\$100.00
03/03/2023	ACH 2522	Colonial Life	\$3,707.02
03/06/2023	ACH 2523	Sterling Administration Health	\$150.00
03/06/2023	ACH 2524	Principal	\$3,258.42
03/07/2023	ACH 2525	iCloud	\$11,232.60
03/08/2023	ACH 2526	Sterling Administration Health	\$534.80
03/09/2023	51059	MERITAGE HOMES OF CALIFORNIA,	\$26.52
03/09/2023	51074	Abel Alvarez	\$202.00
03/09/2023	51075	Ace Hardware (Johnson Lumber Co.)	\$165.89
03/09/2023	51076	AT&T	\$532.80
03/09/2023	51077	AT&T	\$444.46
03/09/2023	51078	Auto Tech Service Center, Inc.	\$120.00
03/09/2023	51079	Backflow Apparatus & Valve Co. (BAVCO)	\$126.40
03/09/2023	51080	Brigantino Irrigation	\$127.40
03/09/2023	51081	City of Hollister-Finance Dept	\$421,491.88
03/09/2023	51082	Frisch Engineering Inc.	\$185.00
03/09/2023	51083	Harbor Freight Tools	\$185.50
03/09/2023	51084	MBS Business Systems	\$1,415.64
03/09/2023	51085	Mission Uniform Service	\$373.04
03/09/2023	51086	O'Reilly Auto Parts	\$13.09
03/09/2023	51087	Recology San Benito County	\$326.68
03/09/2023	51088	Simplot Grower Solutions	\$1,259.25
03/09/2023	51089	Star Concrete	\$131.10
03/09/2023	51090	State Water Resources Control Board-DWO	\$65.00
03/09/2023	51091	State Water Resources Control Board-DWO	\$65.00
03/09/2023	51092	State Water Resources Control Board-DWPF	\$37,824.21
03/09/2023	51093	Toro Petroleum Corp.	\$1,861.28
03/09/2023	51094	Tyler Technologies, Inc.	\$65.00



Disbursement Summary

03/09/2023 51095	U.S. Bank Corporate Payment Systems	\$4,773.54
03/09/2023 51096	Unified Truck Services	\$600.00
03/09/2023 51097	CHRIS & MONICA PRITCHETT	\$87.70
03/09/2023 51099	COLDWELL BANKER RESIDENTIAL	\$111.61
03/09/2023 JN00358	Net Pay	\$70,153.36
03/09/2023 JN00358	Total Tax	\$17,414.26
03/13/2023 ACH 2527	Sterling Administration Health	\$245.00
03/13/2023 ACH 2528	Nationwide Retirements Solutions	\$9,971.81
03/15/2023 ACH 2529	Sterling Administration Health	\$175.30
03/16/2023 51100	ACC Business	\$1,323.29
03/16/2023 51101	Ace Hardware (Johnson Lumber Co.)	\$120.42
03/16/2023 51102	American Water Works Assoc. CA-NV Sectio	\$100.00
03/16/2023 51103	Brenntag Pacific, Inc.	\$1,228.66
03/16/2023 51104	De Lay & Laredo	\$5,877.50
03/16/2023 51105	First Trust Alarm Company	\$5,591.00
03/16/2023 51106	Hach Company	\$179.26
03/16/2023 51107	Hollister Auto Parts, Inc.	\$58.46
03/16/2023 51108	Mission Uniform Service	\$538.11
03/16/2023 51109	O'Reilly Auto Parts	\$28.15
03/16/2023 51110	San Benito County Water District-Pumping	\$44,604.16
03/16/2023 51111	San Benito Tire Pros & Automotive	\$25.00
03/16/2023 51112	State Water Resources Control Board-DWO	\$60.00
03/16/2023 51113	Trans Union LLC	\$132.23
03/16/2023 ACH 2530	Sterling Administration Health	\$1,568.48
03/17/2023 ACH 2531	Sterling Administration Health	\$13.21
03/17/2023 ACH 2532	ADP	\$2,141.26
03/20/2023 ACH 2533	Sterling Administration Health	\$150.00
03/21/2023 51114	A-1 Services	\$403.00
03/21/2023 51115	Ace Hardware (Johnson Lumber Co.)	\$43.68
03/21/2023 51116	Auto Tech Service Center, Inc.	\$120.00
03/21/2023 51117	Central Ag Supply LLC	\$1,103.41
03/21/2023 51118	Eva Green Power	\$129,206.30
03/21/2023 51119	Extreme Air, Inc.	\$5,770.00
03/21/2023 51120	Ferguson Enterprises, Inc.	\$216.49
03/21/2023 51121	First Trust Alarm Company	\$698.00
03/21/2023 51122	Frank A Olsen Co.	\$10,467.08
03/21/2023 51123	Hach Company	\$5,690.11
03/21/2023 51124	InfoSend	\$3,271.87
03/21/2023 51125	Maggiora Bros. Drilling, Inc.	\$250.98
03/21/2023 51126	Mark Nicholson, Inc.	\$2,772.00
03/21/2023 51127	Metropolitan Compounds Inc	\$3,153.92
03/21/2023 51128	Mission Uniform Service	\$378.37
03/21/2023 51129	Primex	\$10,691.77
03/21/2023 51130	Raftelis Financial Consultants, Inc.	\$6,540.00
03/21/2023 51131	Toro Petroleum Corp.	\$3,083.89
03/21/2023 ACH 2534	Sterling Administration Health	\$130.50



Disbursement Summary

03/22/2023	ACH 2535	Sterling Administration Health	\$155.00
03/23/2023	JN00359	Net Pay	\$66,815.68
03/23/2023	JN00359	Total Tax	\$16,604.03
03/24/2023	ACH 2536	CalPERS - Retirement	\$23.08
03/24/2023	ACH 2537	CalPERS - Retirement	\$23.08
03/24/2023	ACH 2538	CalPERS - Retirement	\$240.17
03/24/2023	ACH 2539	CalPERS - Retirement	\$3,997.58
03/24/2023	ACH 2540	CalPERS - Retirement	\$6,919.89
03/24/2023	ACH 2541	CalPERS - Retirement	\$7,043.62
03/24/2023	ACH 2542	CalPERS - Retirement	\$7,833.05
03/24/2023	ACH 2543	CalPERS - Retirement	\$7,868.23
03/24/2023	ACH 2544	Nationwide Retirements Solutions	\$9,971.81
03/24/2023	ACH 2545	CalPERS - Health Insurance	\$23,108.00
03/24/2023	ACH 2546	P G & E	\$26,331.41
03/27/2023	51059	MERITAGE HOMES OF CALIFORNIA,	\$32.86
03/27/2023	51158	CYNDI M KASTOR-ALLEN	\$187.21
03/27/2023	51159	S MORIN & KRISTINA/LUCAS LIRIANO	\$12.70
03/27/2023	51160	RUBY A & VICTOR D HASSTEDT	\$19.69
03/27/2023	51161	HERBERT BOWEN & MARLA DIANNE LYN	\$194.49
03/27/2023	51163	JUNE & JIMMIE MILLER	\$7.01
03/27/2023	ACH 2547	Sterling Administration Health	\$150.00
03/30/2023	51132	Ace Hardware (Johnson Lumber Co.)	\$19.44
03/30/2023	51133	AT&T	\$4,619.94
03/30/2023	51134	Brenntag Pacific, Inc.	\$1,634.28
03/30/2023	51135	Brigantino Irrigation	\$177.87
03/30/2023	51136	Central Ag Supply LLC	\$222.76
03/30/2023	51137	CM Analytical, Inc.	\$7,860.00
03/30/2023	51138	EBCO Pest Control	\$69.00
03/30/2023	51139	Enterprise Electrical Services	\$120.00
03/30/2023	51140	exceedio	\$3,205.12
03/30/2023	51141	Frisch Engineering Inc.	\$185.00
03/30/2023	51142	J M Electric	\$1,397.50
03/30/2023	51143	MBS Business Systems	\$617.33
03/30/2023	51144	Mission Uniform Service	\$415.75
03/30/2023	51145	Municipal Maintenance Equipment	\$1,122.54
03/30/2023	51146	O'Reilly Auto Parts	\$148.86
03/30/2023	51147	Petty Cash	\$66.84
03/30/2023	51148	Pinnacle HealthCare	\$80.00
03/30/2023	51149	Quinn Company	\$2,480.42
03/30/2023	51150	Razzolink.com	\$76.95
03/30/2023	51151	San Benito County-Mosq Abate. Prgm	\$126.23
03/30/2023	51152	Tyler Technologies, Inc.	\$520.00
03/30/2023	51153	USA Blue Book	\$1,196.97
03/30/2023	51154	UWUA Local 820	\$738.56
03/30/2023	51155	Verizon Wireless	\$447.96
03/30/2023	51156	Wallace Group	\$3,312.50
03/30/2023	51157	Wright Bros. Indust. Supply	\$17.34



Disbursement Summary

03/31/2023	51164	JAMIE HALL & ALEX PEDREGON	\$93.49
03/31/2023	51165	ESTHER BUENO	\$128.10
03/31/2023	ACH 2548	Sterling Administration Health	\$70.00
03/31/2023	JN00361	Laif Investment	\$4,000,000.00
03/31/2023	JN00361	MM Transfer	-\$500,000.00
			\$4,619,259.18

S U M M A R Y: Accounts

Payable Paid to:

Vendors	\$380,993.32
Payroll - Employee	\$271,406.57
San Benito County	\$44,604.16
City of Hollister for City Billing Collected, Net of	\$421,491.88
Fees Customer Refunds & Returned Checks/ACH	\$763.25
Debt & Finance	\$3,500,000.00
Total Disbursements	\$4,619,259.18

Staff Report

Agenda Item: E – 3

DATE: April 10, 2023 (April 18, 2023 Meeting)

TO: Board of Directors

FROM: Associate Engineer, Rob Hillebrecht

SUBJECT: Associate Engineer Monthly Status Report

Marks Drive Sewer Replacement

The repaved portion of Marks Dr. has been restriped as the final step of the work in the roadway. Teichert is preparing to finish grading the abandoned golf course used as the laydown area throughout this project. Sharp formed and poured concrete caps and a retaining wall near the pipe bridge to protect the sewer pipe and manhole. After Teichert finishes the grading and cleaning the old cart path, Sharp will pave over the cart path for a new walking path. The few remaining punch list items are being addressed by Teichert to complete the project. Teichert has provided a list of requested change orders for the project. Sunnyslope staff are reviewing these requests and their supporting documentation to negotiate who is responsible for what costs.

April 1st Water Main Break

On Saturday, April 1st, the West of Fairview Phase 2 development hit and significantly damaged an active 12" pipeline in their development while lime treating the road subgrade, causing a 15,000gpm main break. Before Sunnyslope staff could arrive, the contractor closed Sunnyslope's valves too quickly causing a water hammer throughout the system. Once Sunnyslope staff arrived, it was verified that the break was fully isolated, safe, and could not contaminate the system. The extremely high flows disturbed sediment in the pipes causing the water to appear turbid from minerals and sediments in portions of the system, so Sunnyslope staff flushed about 90,000 gallons of water over 4 hours to clear out the colored water. On Monday, April 3rd, the developer's contractor Mountain Cascade excavated and repaired the break. It was then flushed, chlorinated, pressure tested, and had a bacteriological test taken to ensure it is safe. Sunnyslope is issuing an invoice to West of Fairview for all the water and labor costs associated with this main break.

Excavation Safety Training

Sunnyslope staff participated in a training on April 11th regarding excavation safety. Safe excavation is a critical aspect of the work Sunnyslope maintenance staff perform when accessing and repairing pipes, valves, and other buried facilities. Training included various methods of excavation, shoring, working around other utilities, identifying hazards, and more.

Tres Piños & Stonegate Consolidation Grant

San Benito County received a \$13,274,684 grant from the Department of Water Resources to consolidate Tres Piños and Stonegate with Sunnyslope Water. A local cost share of \$4,451,412 is required for the grant. Part of that cost will be contributed by Sunnyslope for improvements necessary for the operation of the Landscape Irrigation System while other portions will be through the County CSA, Tres Piños Water District, and possibly other assessments for Stonegate and Tres Piños. Sunnyslope contributions have been previously budgeted as planned capital. The schedule for this consolidation is rather aggressive so the project design, environmental review and mitigation, and LAFCO application work must begin very soon.

Water Modeling Training

Associate Engineer Rob Hillebrecht attended a two-day online training covering the fundamentals of water model creation, validation, testing, analysis, and interpretation. This training was very valuable as modeling will be a significant aspect of the consolidation projects. Updating Sunnyslope's model to include the various impacts from new developments will also be important for managing water quality and capacity throughout the distribution system.

Active Developments

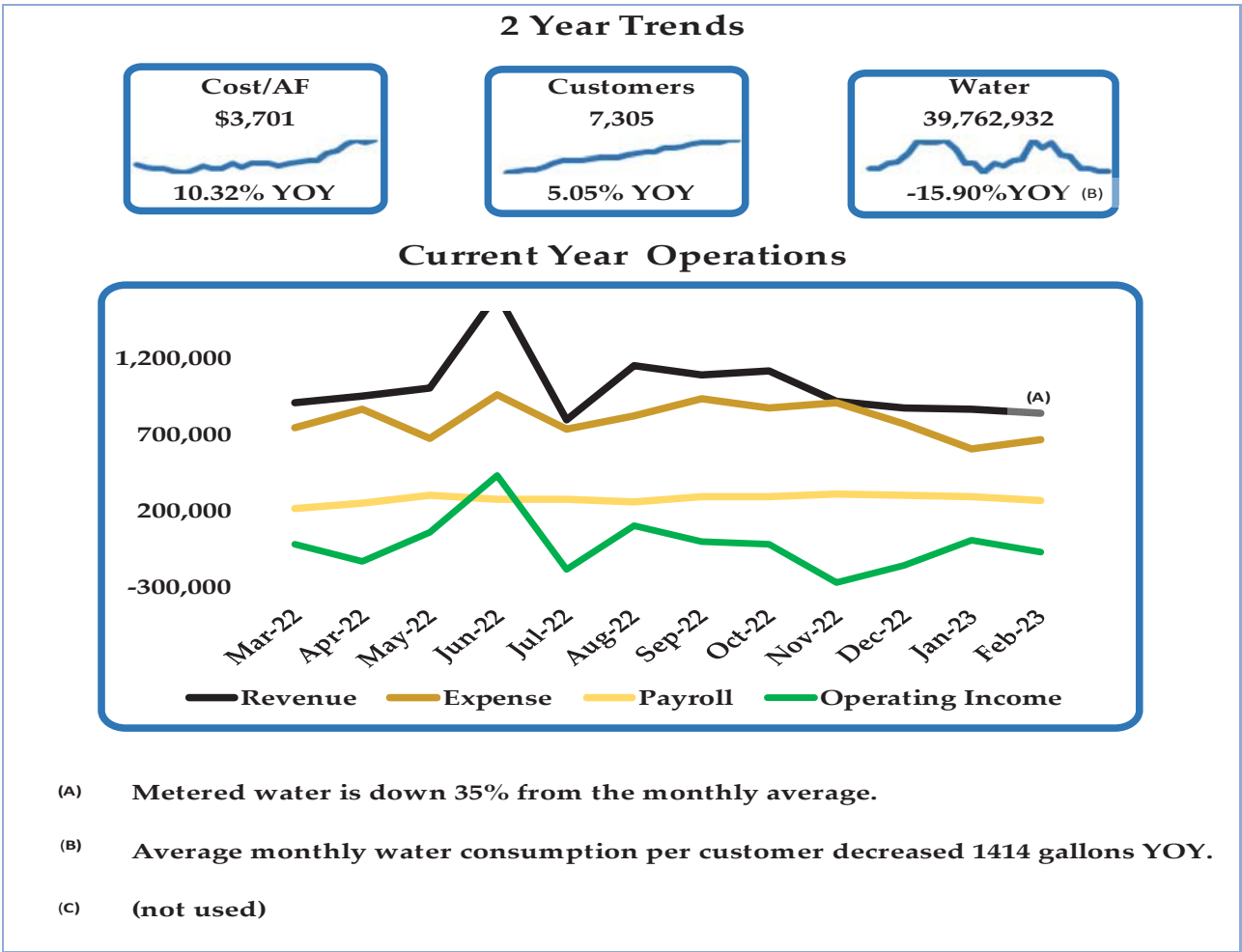
1. Fairview Corners and Gavilan College continue pursuing sewer solutions. For this, Sunnyslope staff met with City of Hollister staff to discuss forming a contract to sell Sunnyslope a portion of the sewer treatment plant capacity to facilitate the College. Staff created maps and a presentation to describe the strategy for implementing this plan.
2. Promontory at Ridgemark was given a punch list of outstanding issues that must be corrected before Sunnyslope accepts the water and sewer system. Significant negotiation of change orders is expected once Teichert finalizes costs.
3. Vista del Calabria is installing water mains and services in their development when the site is dry enough for safe and clean access. Frisch Engineering has been hired to design the SCADA hardware and software for the new Enterprise lift station.
4. West of Fairview Phase 2 completed the tie-in on Fairview Road, connecting their 12" water main to Sunnyslope's 16" main in Fairview. This required significant coordination with Lessalt as the treatment plant and all Santana Ranch were isolated from the Ridgemark Tanks during the tie-in. Staff expertly adjusted pump speeds to match Santana Ranch's demand without letting pressure rise above or fall below safe levels.
5. Santana Ranch Apartments Phase 8 has been provided with a punch list of outstanding issues that must be addressed before Sunnyslope accepts the water system.
6. Bray development near Well 12 at the end of Mojave and Fulton installed the majority of the water system but has not yet conducted pressure or bacteriological testing.
7. Twin Oaks Phase 4-5 completed all their punch list corrections for the water system. Sunnyslope issued the Notice of Acceptance and Completion for that development.
8. Annotti Landing has signed their Agreement for Water Facilities and Service which is going before the Board for approval today.

Staff Report

Agenda Item: E – 4a

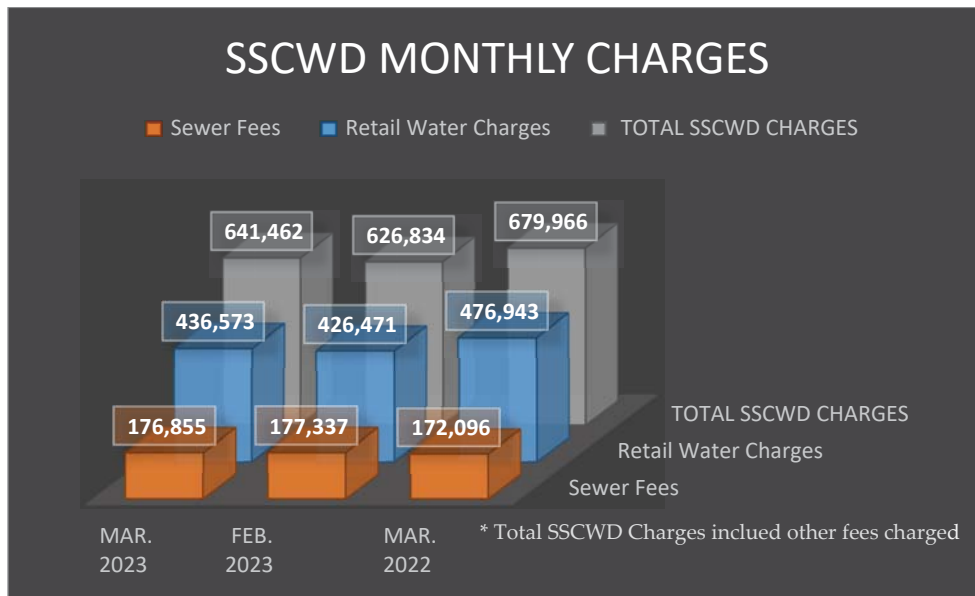
DATE: April 7, 2023 (April 18, 2023 Meeting)
TO: Board of Directors
FROM: Finance & Human Resource Manager, Barry Kelly
SUBJECT: Statements of: a. Operations, b. Income, c. Investment, and d. Board Designated Reserves.

OPERATION SUMMARY (March 2023)



Connections increased by 18 accounts in FY23 thus far. Due to the high number of prepaid connection fees made in June, the total for the current year is estimated to be 150. We now serve 7,316 customers and 5,533 accounts utilize online services and electronic payments.

YTD Revenue for FY 23 has decreased 6.5% YOY and is projected to fall short of the budget by the same amount. The budget assumes that water conservation efforts will equal growth in accounts. Actual water consumption per customer is down 19% versus 5% growth in customers. This difference explains the projected shortfall. Billed Metered water YTD through was 551.6 MM gallons vs 591.1 MM in the prior year.



The percentage of past due accounts receivable through March 23 is 19.79%.

STATEMENT OF INCOME

(February 23)

YTD, we show an overall Net Operating loss of \$(382k) vs a gain of \$241k in the prior year. The variance is attributed to a 7% decrease in revenue and a 1.7% increase in costs. The projected FY2023 net income from operations exceeds the budget by 314k . The favorable performance is largely due to both water plants being shut down and less expenses associated with distributing primarily well water. The cost per Acre Foot of SSCWD water in February was \$3128. The 12 month average is 3620 which is up 3.7% over the average measured in the previous year. Most of this increase is attributed to a 6.7% decrease in metered water.

INVESTMENT SUMMARY

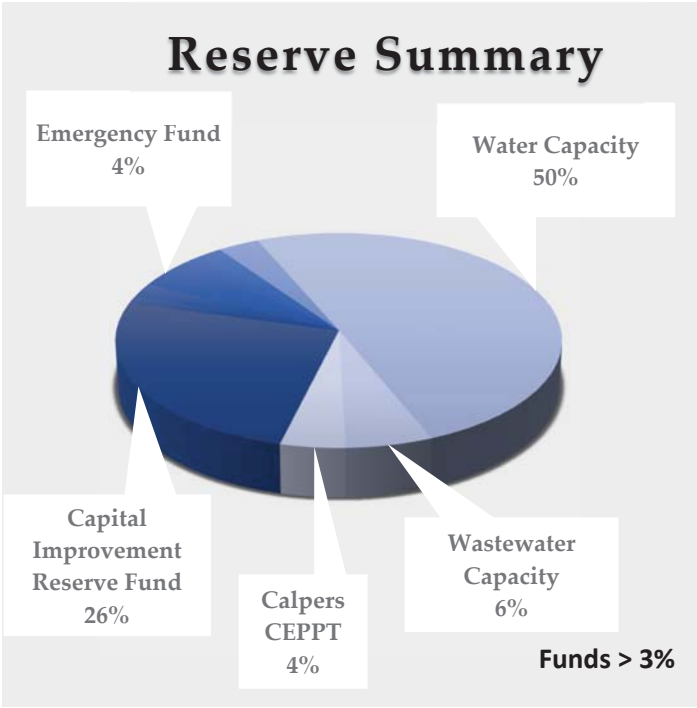
(February 2023)

Cash and invested funds total \$23.5 million. Reserved funds invested at MBS now total 17.1million. The CD's purchased yield between 2.5% and 4.5% By FY24 income from investments is projected to be 600k.

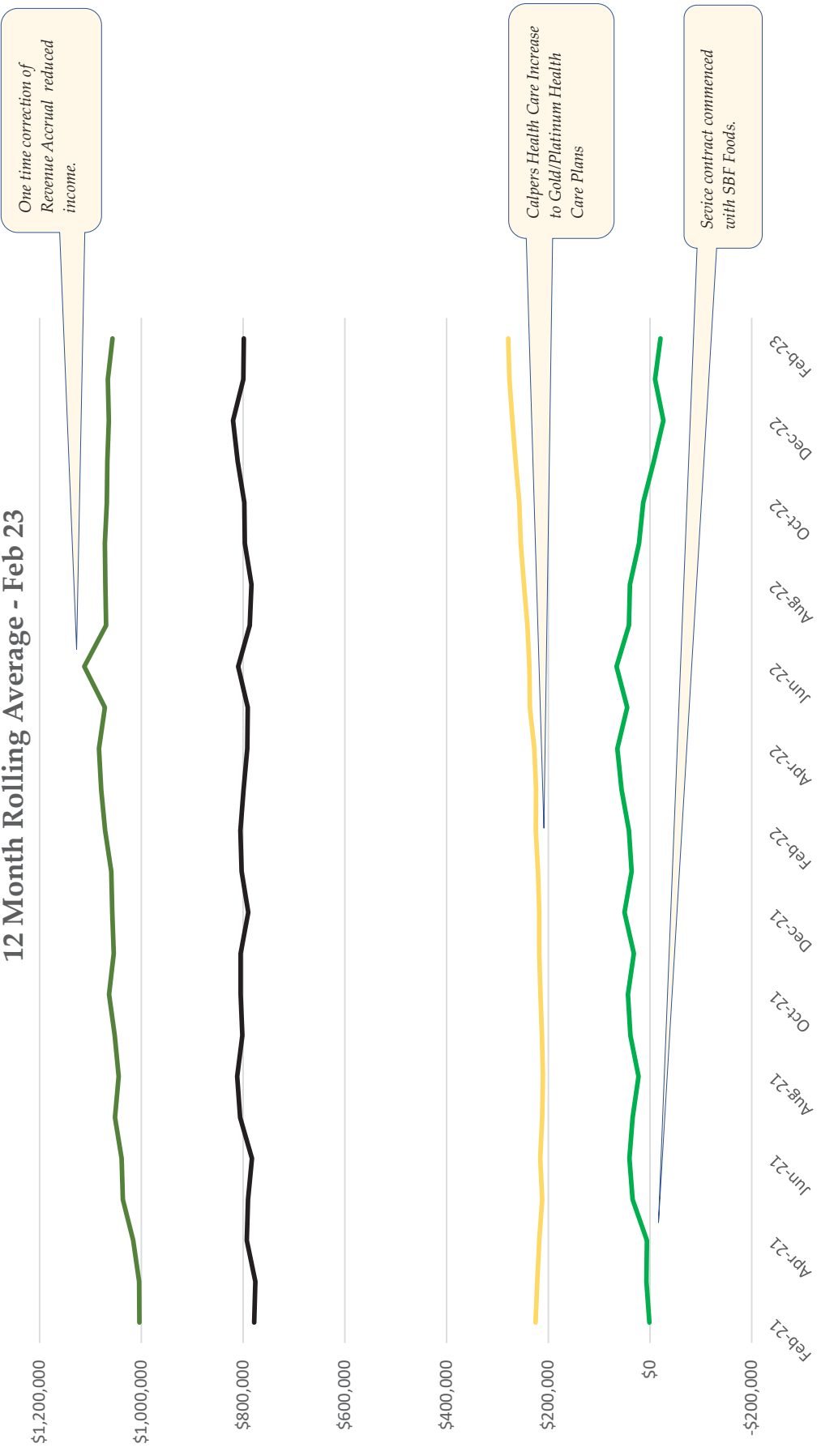
RESERVES

(February 2023)

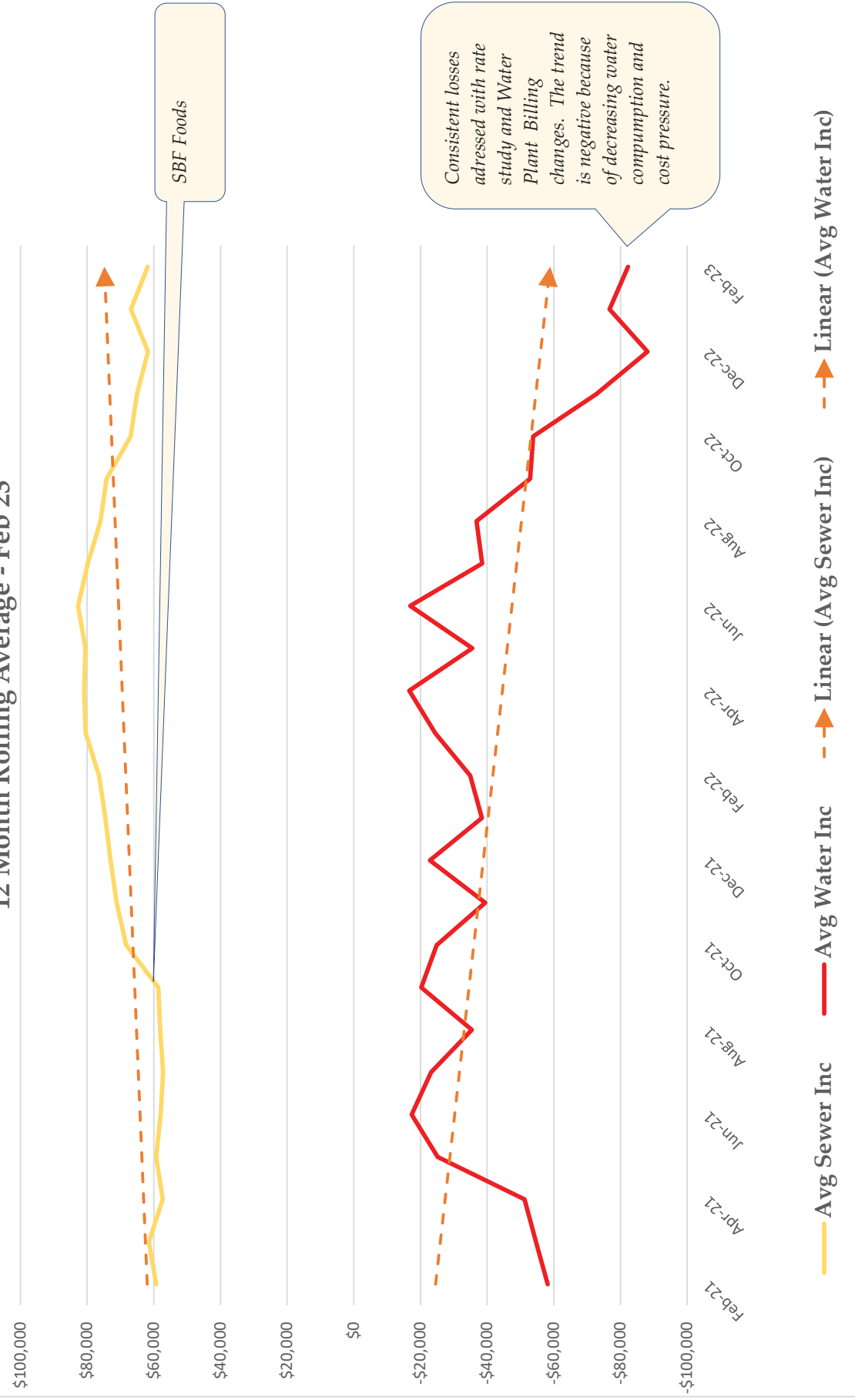
Reserves in October total \$23.1 million which equals 46% of capitalized assets. See the Board Designated Reserve report for a summary of the transactions and the status of actual expenditures per Board authorized expenditures.



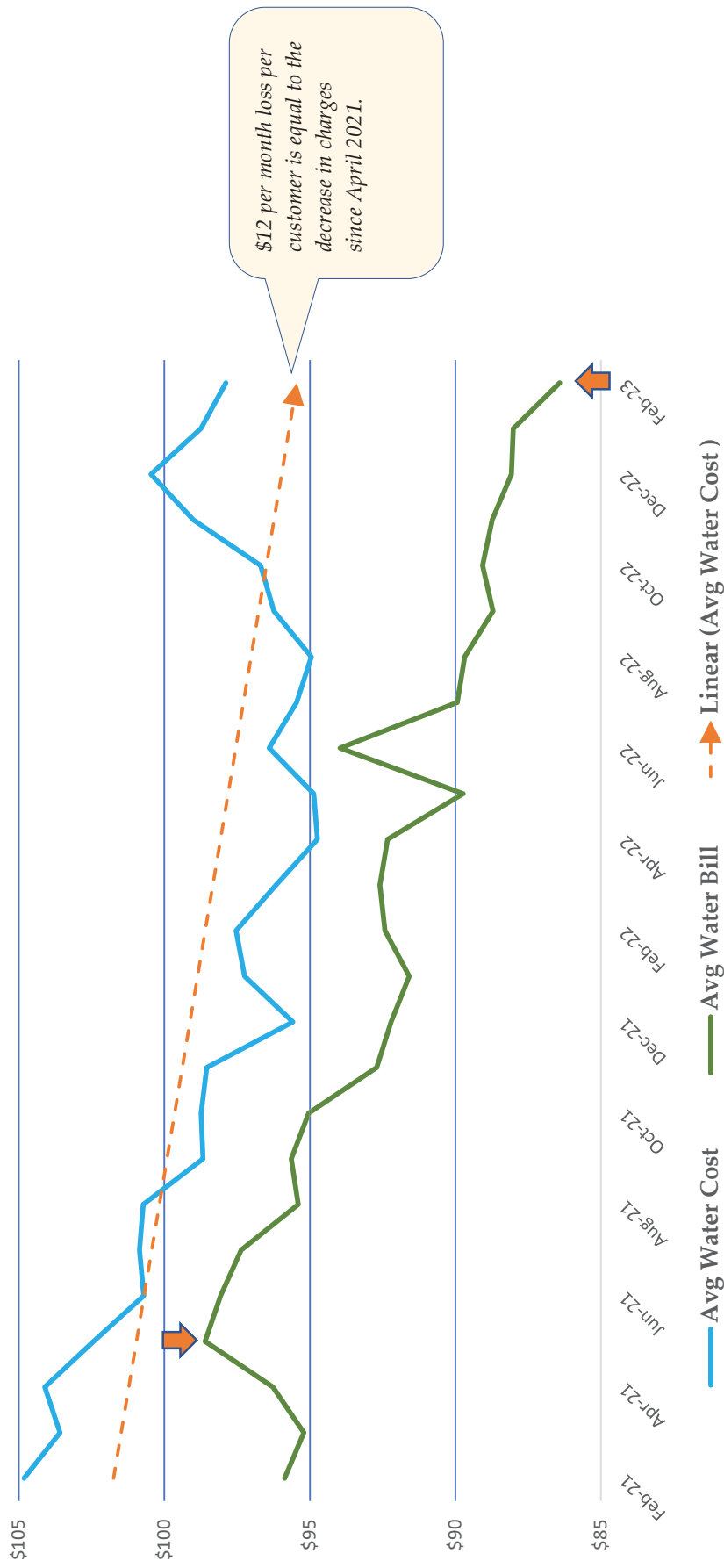
Statement of Operating Income 12 Month Rolling Average - Feb 23



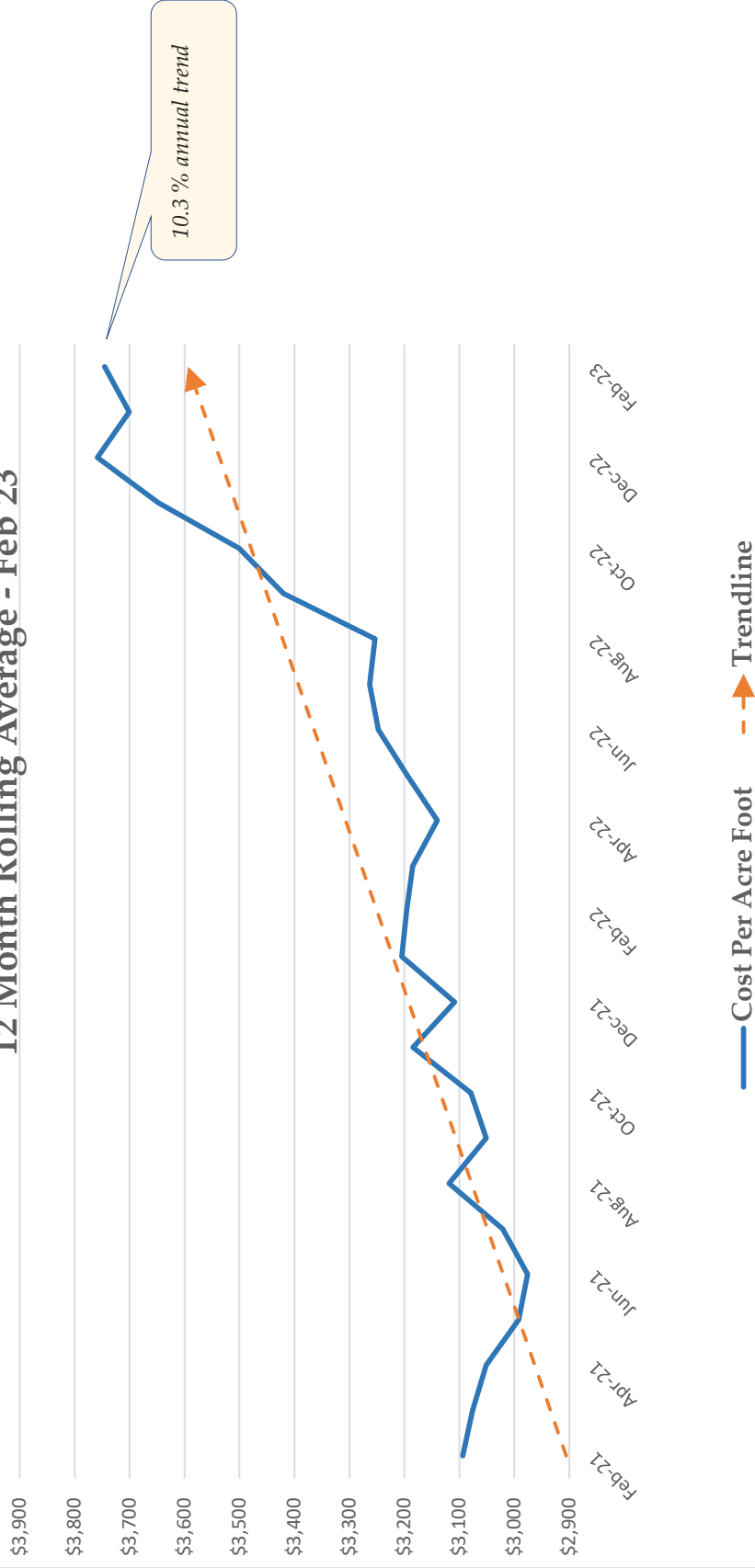
Operating Income by Segment 12 Month Rolling Average - Feb 23



Per Customer Water Charges 12 Month Rolling Average - Feb 23



Cost Per Acre Foot 12 Month Rolling Average - Feb 23

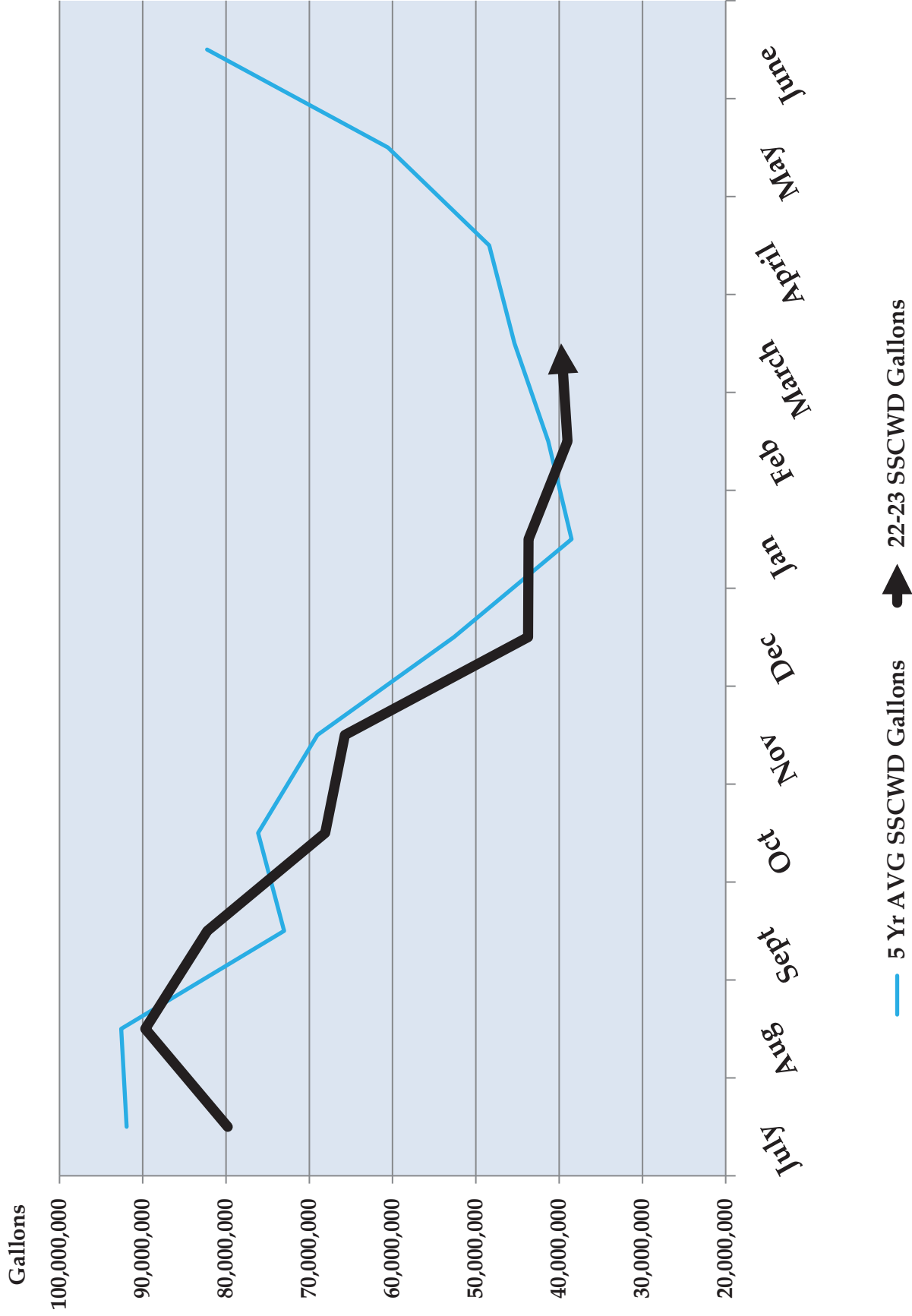


Sunnystope County Water District
2022 / 2023
OPERATION SUMMARY (This Year)

ITEMS	JULY 2022	AUG. 2022	SEPT. 2022	OCT. 2022	NOV. 2022	DEC. 2022	JAN. 2023	FEB. 2023	MAR. 2023	APR. 2023	MAY 2023	JUNE 2023	TOTALS
WATER METERED													
Cubic Feet	10,668,300	11,991,600	10,996,600	9,102,500	8,788,100	5,845,300	5,839,700	5,201,300	5,315,900	-	-	-	73,749,300
SSCWD Gallons	79,798,884	89,697,168	82,254,568	68,086,700	65,734,988	43,722,844	43,680,956	38,905,724	39,762,932	-	-	-	551,644,764
Well Flow to COH Gallons	9,983,400	12,467,500	10,469,400	10,240,500	10,034,800	7,464,145	7,781,400	5,910,600	6,121,900	-	-	-	80,483,645
Surface Flow to COH Gallons	4,672,919	6,053,117	2,849,503	3,281,157	3,969,120	159,315	159,315	578,720	1,121,683	-	-	-	22,685,534
TOTAL METERED	94,465,203	108,217,785	95,573,471	81,608,357	79,738,908	51,186,989	51,621,671	45,395,044	47,006,515	-	-	-	654,813,943
WATER SOURCE													
Well #2 (Southside Road)	14,620,800	16,109,000	17,999,800	12,772,800	3,458,800	5,745,000	6,947,000	4,962,000	6,232,000	-	-	-	88,847,200
Well #5 (Ray City/Enterprise)	4,426,629	2,873,649	5,474,117	12,491,741	10,164,533	7,892,574	2,227,923	4,243,329	1,254,190	-	-	-	51,048,685
Well #7 (Enterprise Rd)	13,104,944	14,774,745	14,101,175	6,192,146	8,357,979	7,714,600	7,395,829	5,318,110	5,560,339	-	-	-	82,519,867
Well #8 (Ridgemark)	16,505,000	15,396,000	10,433,000	10,553,000	24,089,000	19,848,000	22,382,000	17,690,000	2,243,000	-	-	-	139,139,000
Well #11 (Southside Road)	26,813,000	28,949,000	24,492,000	18,279,000	16,165,000	16,275,000	16,238,000	19,228,000	18,501,000	-	-	-	179,588,000
TOTAL from Wells	72,470,573	78,102,394	72,500,092	60,286,687	62,235,312	56,975,174	57,188,752	47,441,439	28,590,529	-	-	-	537,592,752
Lessalt W.T.P. 1 (High Zone)	-	-	-	-	-	-	-	-	21,008,000	-	-	-	21,008,000
Lessalt W.T.P. 1 (Middle Zone)	-	-	360,000	-	-	-	-	-	-	-	-	-	360,000
West Hills W.T.P. (@ Well #2)	12,203,000	15,694,000	12,456,000	11,640,000	11,006,000	-	-	-	-	-	-	-	62,999,000
West Hills W.T.P. (@ Well #11)	19,908,000	25,536,000	20,356,000	18,911,000	14,476,000	-	-	-	-	-	-	-	99,187,000
TOTAL from Surface Water	32,111,000	41,230,000	33,172,000	30,551,000	25,482,000	-	-	-	21,008,000	-	-	-	183,554,000
City Well Flow to SSCWD Gallons	190,200	163,000	143,200	79,000	218,500	1,227,310	2,776,500	3,156,200	3,080,400	-	-	-	11,034,310
City Surface Flow to SSCWD Gallons	11,200	14,400	8,900	10,200	12,800	1,227,310	2,776,600	3,156,200	3,080,600	-	-	-	57,800
TOTAL from City Interties	201,400	177,400	152,100	89,200	231,300	1,227,310	2,776,600	3,156,200	3,080,600	-	-	-	11,092,110
TOTAL PUMPED	104,582,773	119,509,794	105,624,192	90,928,887	87,948,612	60,202,484	59,965,352	50,597,639	52,679,129	-	-	-	732,088,862
Estimated Water Loss	10,117,570	11,292,009	10,050,721	9,370,530	8,209,704	9,015,495	8,343,681	5,202,595	5,672,614	-	-	-	77,224,919
Water Loss %	9.67%	9.44%	9.51%	10.25%	9.33%	14.97%	13.91%	10.28%	10.76%	0.00%	0.00%	0.00%	10.54%
Estimated Water Gain	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Water Gain %	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total Net Water Loss	10,117,570	11,292,009	10,050,721	9,370,530	8,209,704	9,015,495	8,343,681	5,202,595	5,672,614	0.00%	0.00%	0.00%	77,224,919
Cost of Water Produced (Per Acre Foot)	2,666	2,445	3,115	3,970	4,342	5,073	4,324	3,128	3,262	3,903	3,312	2,865	3,620
Prior YTD Cost	2,652	2,588	2,250	3,210	3,909	3,262	6,078	3,955	4,210	3,903	3,312	2,865	3,277

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

Total Water Metered to SSCWD Customers



Sunnyslope County Water District
STATEMENT OF INCOME
FOR THE FISCAL YEAR ENDING JUNE 30, 2023 (This Year)
UN-AUDITED 4/4/2023

*** WATER ***	Jan-23	Feb-23	Variance Over / (Under) Prior Month	Jan-22	Feb-22	YEAR- TO-DATE	PRIOR YEAR-TO- DATE	PROJECTED 22/23 ACTUAL	FY 22/23 BUDGET
OPERATING REVENUES									
Water Sales	454,511	426,471	(28,040)	405,914	490,028	4,441,313	4,768,368	6,661,970	7,387,000
Contracted Services	209,947	209,947	-	228,312	237,005	1,679,576	1,835,487	2,519,364	2,518,770
Installation Fees	2,025	1,090	(935)	17,415	11,745	14,525	59,200	21,788	
Late Fees	5,625	5,208	(417)	7,581	6,867	48,104	58,540	72,155	
Other Revenue	13,199	10,611	(2,587)	15,140	33,257	119,413	118,384	119,490	140,000
TOTAL OPERATING REVENUES	685,307	653,327	(31,979)	674,362	778,902	6,302,931	6,839,678	9,394,767	10,045,770
OPERATING EXPENSES									
Salaries and Benefits	(268,594)	(226,185)	42,409	(186,949)	(863,949)	(1,995,570)	(2,170,725)	(2,993,355)	(3,315,612)
Operating Expenses	(521,001)	(357,250)	163,751	(728,470)	(6,262)	(5,135,540)	(4,977,150)	(7,703,309)	(8,344,748)
TOTAL OPERATING EXPENSES	(789,595)	(583,435)	206,160	(915,419)	(870,210)	(7,131,110)	(7,147,875)	(10,696,664)	(11,660,360)
NET OPERATING INCOME	(104,288)	69,892	174,181	(241,057)	(91,309)	(828,179)	(308,197)	(1,301,897)	(1,614,590)
NON OPERATING INCOME & (EXPENSES)									
Capacity Fees	69,000	41,476	(27,524)	516,000	348,000	513,551	1,766,475	513,551	-
Donated Asset		246,881	246,881			2,439,648	-	2,439,648	-
Miscellaneous Income (Farm Labor Camp)			-			-	-	-	-
Adjust LAIF Investment to Fair Value			-			-	-	-	-
Interest Income	29,106	23,281	(5,826)	2,679	744	180,735	11,916	271,102	48,000
Allocated from G & A (Interest & Sale of Assets)	10,330	6,185	(4,146)	(678)	(509)	26,218	(5,205)	39,327	-
Other Non-Operational			-			(2,023)	(65,564)	(3,034)	-
TOTAL NON OPERATING INCOME & (EXPENSES)	108,436	317,822	209,386	518,001	348,236	3,158,129	1,707,621	3,260,594	48,000
NET WATER INCOME (LOSS)	\$ 4,148	\$ 387,714	\$ 383,566	\$ 276,944	\$ 256,927	\$ 2,329,950	\$ 1,399,424	\$ 1,958,697	\$ (1,566,590)
NET WATER INCOME (LOSS) Adjusted for Non Budgeted Items	\$ (104,288)	\$ 69,892	\$ 174,181	\$ (241,057)	\$ (91,309)	\$ (830,202)	\$ (373,761)	\$ (1,304,931)	\$ (1,614,590)

Sunnyslope County Water District
Investment Summary
2022 / 2023 (This Year)

BANK ACCOUNT	INTEREST RATE	JULY 2022	AUGUST 2022	SEPTEMBER 2022	OCTOBER 2022	NOVEMBER 2022	DECEMBER 2022	JANUARY 2023	FEBRUARY 2023	JUNE 2022
<u>Heritage Bank of Commerce</u>										
CHECKING ACCOUNT	0	6,474,985	6,595,525	8,198,265	5,876,164	3,873,807	4,746,499	4,834,665	4,276,739	6,296,579
Operating - General Fund										
CHECKING SUBTOTAL		6,474,985	6,595,525	8,198,265	5,876,164	3,873,807	4,746,499	4,834,665	4,276,739	6,296,579
MONEY MARKET ACCT (MMA)	0.75%	4,082,888	4,085,316	4,086,491	4,087,880	2,088,588	2,089,275	589,971	590,310	4,082,888
Invested - General Fund										
MMA SUBTOTAL		4,082,888	4,085,316	4,086,491	4,087,880	2,088,588	2,089,275	589,971	590,310	4,082,888
<u>L. A. I. F.</u>										
(Local Agency Investment Fund)	As of: Mar 2022									
General Fund	2.77%	-10,115,844	-9,993,451	-9,888,728	-9,804,006	-9,818,425	-8,096,152	-8,096,152	-8,100,152	-10,115,844
Water Connect. Fee	2.77%	4,705,166	4,576,720	477,998	387,497	333,049	0	0	0	4,705,166
Sewer Connect. Fee	2.77%	1,320,135	1,320,135	1,320,135	1,328,357	1,328,357	0	0	0	1,320,135
SRF Loan Reserve	2.77%	760,000	760,000	760,000	760,000	760,000	760,000	760,000	760,000	760,000
Board Designated Reserves	2.77%	8,380,859	8,386,912	8,390,912	8,394,409	8,394,409	8,402,912	7,902,912	7,906,912	8,380,859
L.A.I.F. SUBTOTAL		5,050,316	5,050,316	1,050,316	1,066,257	997,390	1,066,760	566,760	566,760	5,050,316
<u>CEPPT</u>										
(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	640,401
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	640,401
<u>MBS Securities</u>										
(CD Brokerage - Water Capacity Funds)										
General Fund	4.00%	6,971,574	6,976,565	8,971,305	10,984,409	15,200,354	2,516,716	3,921,550	3,586,283	6,704,841
Board Designated Reserves	4.00%								501,021	
Water Connect. Fee	4.00%						11,389,421	11,250,548	11,631,092	
Sewer Connect. Fee	4.00%						1,333,920	1,337,780	1,340,511	
MBS SUBTOTAL		6,971,574	6,976,565	8,971,305	10,984,409	15,200,354	15,240,058	16,509,879	17,058,906	6,704,841
GRAND TOTAL		23,579,763	23,707,721	23,306,377	23,014,710	23,160,140	24,142,592	23,501,274	23,492,715	22,775,024
* TOTAL INTEREST RECORDED	YTD Total	17,038	6,283	5,915	30,937	40,654	40,391	44,796	34,747	44,848

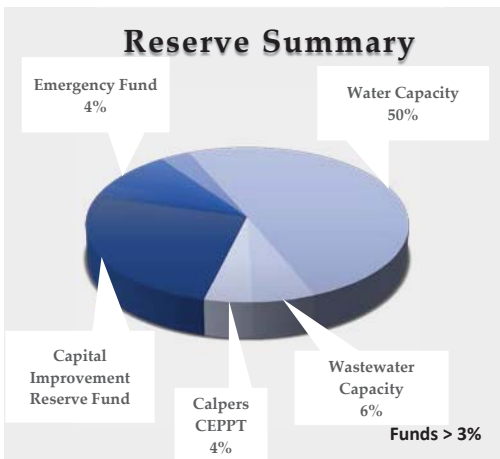
Sunnyslope County Water District

Reserve Summary As of February 28, 2023 (Policy #8600)

	<u>2/28/2023</u>	<u>Increase</u>	<u>Decrease</u>	<u>6/30/2022</u>	<u>6/30/2022</u>	<u>Change</u>
1 Capital Improvement Reserve Fund	\$ 5,863,936			\$ 5,863,936	\$ 1,709,419	\$ 4,154,517
2 Rate Stabilization Fund	250,000		-	250,000	-	\$ 250,000
3 Drought Contingency Reserve	500,000			500,000	400,000	100,000
4 Emergency Fund	1,000,000			1,000,000	100,000	900,000
5 Vehicle Replacement Fund	374,132	26,054		348,078	197,549	150,529
6 Office and Misc. Equipment Replacement Fund	419,873	1,029		418,845	266,754	152,091
Board Designated Reserves	8,407,941	27,082	-	8,380,859	2,673,722	5,707,137
7 CSWRCB Loan	760,000			760,000	760,000	-
8 Water Capacity	11,631,083	912,136	691,059	11,410,006	6,732,709	4,677,298
9 Wastewater Capacity	1,340,511	20,376		1,320,135	21,125	1,299,010
10 Calpers CEPPT	1,000,000		(359,599)	640,401	-	640,401
Legally Restricted Reserves	14,731,594	932,511	331,459	14,130,542	7,513,834	6,616,708
TOTAL	\$ 23,139,535	\$ 959,594	\$ 331,459	\$ 22,511,401	\$ 10,187,556	\$ 12,323,845
Unreserved Cash & Invested Funds	\$353,179.86					
Percentage of Total Capital Assets	46.09%					

Detailed Transactions:

Depr. Expense	\$ 26,054		\$ 461,194
Board Authorized Changes to Policy #8600	\$ -		\$ 5,729,257
Interest	\$ 213,066		\$ 25,685
Debt Amortization		691,059	\$ (1,184,682)
Water Capacity Fees	720,475		\$ 6,087,125
Sewer Capacity Fees			\$ 1,299,000
CEPPT Funding			\$ 1,000,000
Fixed asset Additions	-	-	\$ (483,314)
Fair Market Value & Misc Adj		(359,599)	\$ (610,420)
	\$ 959,594	\$ 331,459	\$ 12,323,845



Board Approved Disbursement Analysis					
Date:	Description:	Vendor	Resolution	Actual	
1/19/2021	Audit (FY21, FY22 & FY 23)	Mc Gilloway	76,160	56,270	
2/16/2021	Outsource Invoicing	Info Send	25,000	12,157	
11/16/2021	Temetra	Meter Valve & Cc	30,000	10,640	
2/15/2022	District Election	San Benito - Elect	60,000	400	
12/13/2022	Rate Study	Raftelis	92,502	27,892	
2/15/2022	Ignition SCADA part 2	Frisch & Calcon	127,000	168,119	
8/16/2022	Fuel Trailer	LDJ Mfg	30,000	28,935	
10/18/2022	Itron Meters	Meter Valve & Cc	156,849	78,956	
11/15/2022	Promontory Amendment 2	Century Homes	110,000	0	

Staff Report

Agenda Item: E – 5a

DATE: April 11, 2022 (April 18, 2022, 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 10, 2022.
2. Sunnyslope staff participated in our Annual Emergency Response training and updated district maps. The annual training keeps employees safe and informed on emergency response procedures. By establishing countermeasures to potential threats and associated risks, SSCWD can substantiate the importance of employee safety and the protection of district infrastructure and the environment.
3. Calgon changed out two (2) Granular Activated Carbon (GAC) exchanges. None of the three (3) GAC units have been exchanged since the Lessalt Water Treatment Facility was taken offline in September 2021 due to reduced water allocation. The GAC units have degraded and are recommended for exchange after a period of operation or extensive downtime. Calgon recommended that once the spent GAC is received at their regeneration facility, they would test it for efficiency yield before changing it out for virgin carbon. Both carbon units that were exchanged received Certificate of Analysis (COA) which showed that the product meets its product specification.
4. Field instrumentation and analyzers at both Lessalt and Westhills treatment plants were calibrated, verified, or certified per manufactures specification.
5. The Westhills project received the backordered Variable Frequency Drives (VFD's). Electricians installed and tested all VFD's and troubleshot equipment that was able to be tested due to backordered equipment. Additional equipment was found and repaired.
6. Sunnyslope staff attempted to start the Westhills Plant the week of April 21st. Upon attempting to start up the treatment facility, it failed to run seconds after the command was initiated. After troubleshooting the plant logic, the electricians found an auxiliary communication cable was grounded somewhere in the Motor Control Center (MCC) panel and would need to be located and replaced before the facility could run properly. The associated repairs took several hours to complete, which pushed the startup procedure to the following day. The next morning staff was able to start the plant and successfully backwashed one (1) of the three (3) sand filters. After

completing the first backwash the second filter was started, but the treatment plant abruptly failed. Under full load of several hours of operation the polymer system VFD also failed which caused the plant to be offline until a new one could be located, ordered, and installed. The lead time for a new VFD is about 2-3 weeks.

7. Lessalt Water Treatment Facility has been in operation for the entire month of March. The Lessalt plant treated 26.814 million gallons in March. No water was production at the West Hills Water Treatment Facility.
8. The Industrial Wastewater Treatment Facility did not operate in the month of March.

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

Water (9) March 2023

1. Sunnyslope operators performed routine maintenance on the district's Liquid Measuring Instruments (LMI) chemical pumps. Staff pulled, inspect, and cleaned chlorine injectors at all well sites. On average, an LMI pump and components normally need to be serviced every six months to ensure long-term reliability. This will reduce the chance of needing a call out or having a breakdown on the pump system.
2. Cleaned district Pressure Relief Valve (PRV) stations. Along with annual cleaning of the PRV valves staff cleaned the surrounding area from overgrown weeds, dirty or debris. Staff cleaned the valve casing using a towel and wire brush as recommended. Cleaning will last longer if units are kept clean because it will prevent accumulation on the valve stem and other working parts. Weed removal prevents contamination, maintaining a clean and operatable PRV station is one of the most important types of safety valves within the district. They are designed to maintain pressure between the High and Mid Zones.
3. Service Wells have been cleared of weeds. Wells housing were cleared of spider webs and dirt, floors were swept and washed down.
4. Rob Hillebrecht completed in-house Annual Emergency Response Training and updated district maps. SSCWD staff reviewed various emergency response procedures such as power failure responses, district zones responsibilities, emergency hierarchy and equipment availability. District maps were also updated to show newly installed water and sewer mains in new housing developments.
5. Replaced curb stop @ 1491 Jenner Court.
6. Repaired leaking service line @ 991 Meridian Street.
7. Repaired leaking service line @ 1912 Valleyview Road.
8. Repaired broken hydrant @ 1031 Plum Court
9. Repaired fencing at Ridgemark Tanks.



Routine Chemical Dosing Pump Maintenance, See description next page.

Project Location	: Sunnyslope County Water District – All District Wells
Project	: Routine Chemical Dosing Pump Maintenance
Department	: Water & Wastewater Utility Maintenance Department
Description	: Routine maintenance activities for chemical dosing pumps are designed to keep the system functioning. These tasks include inspection and cleaning of inline filters and checking component parts of the chemical dosing system for leaks. Remove, inspect, and clean the injection quill to prevent blockages.

LESSALT Water Treatment Plant (10)

1. Granular Activated Carbon (GAC) exchanges on both GAC 1 and GAC 3. A filter with GAC is a proven option to remove certain chemicals, particularly organic chemicals, from water. GAC filters also can be used to remove chemicals that give objectionable odors or tastes to water such as hydrogen sulfide (rotten eggs odor) or chlorine. Over time GAC loses its adsorptive capability, losing the capability of removing a variety of organic contaminants from the RAW water. The GAC can be reactivated to achieve maximum efficiency through offsite thermal regeneration so it can be used multiple times for the same application.
2. Cleaned and calibrated all turbidity meters. Turbidity meters are used to quickly measure the turbidity (or cloudiness) of water, caused by suspended solid particles. Turbidity is a great indicator of the treatment process. Besides being a measure of treatment, turbidity can affect the taste and odor of drinking water. It is essential to reduce the turbidity of water in order to effectively disinfect it. Turbidity can act as a shield to pathogens and the particles that cause turbidity can harbor bacteria and viruses. A properly calibrated turbidimeter allows you to judge the effectiveness of your treatment process and helps ensure the water you deliver to your customers is safe to drink.
3. Replaced rubber seat on valve AV-4 on CMF 2.
4. Acid cleaned all CL17 chlorine analyzers. The colorimeter measuring cell in the CL17 unit may collect sediment or develop a film growth on the inside walls. Cleaning monthly with an acid solution and a cotton swab is recommended.
5. Topped off oil in both air compressors.
6. Air calibrated raw water dissolved oxygen probe. The goal of calibration is to minimize any measurement uncertainty by ensuring the accuracy of test equipment. Calibration quantifies and controls errors or uncertainties within measurement processes to an acceptable level.
7. Repaired various leaking pipes in the plant.
8. Peroxide cleaned TOC analyzer to prepare for semi-annual PM.
9. Veolia (Suez) performed its contracted semi-annual Preventative Maintenance (PM) on Total Organic Carbon (TOC) analyzer. Total Organic Carbon analyzers measure the amount of organic, inorganic, or total carbon in water through the treatment process. TOC is an important indicator

of disinfection byproducts, and the byproduct rule requires drinking water facilities to measure TOC removal.

- Cleaned and calibrated all Oxidation Reduction Potential (ORP) probes. ORP instruments are used to monitor chemical reactions. ORP instruments measure the ability of a solution to act as an oxidizing agent, and to quantify ion activity. It is a rugged electrochemical test, which is convenient and easy to use.



Project Location	: Lessalt Water Treatment Plant
Project	: Granular Activated Carbon (GAC) Exchange
Department	: Water Treatment Department
Description	: Over time GAC loses its adsorptive capability losing the capability of removing a variety of organic contaminants from the RAW water. The GAC can be reactivated to achieve maximum efficiency through offsite thermal regeneration so it can be used multiple times for the same application.

West Hills Water Treatment Plant (13)

1. JM Electric and Mailey Electric installed several new Variable Frequency Drive (VFD) throughout the water treatment plant. VFD's were ordered several months ago and just arrived. The VFD's control fans, compressors, and various pumps around the plant.
2. Cleaned and calibrated all ORP probes. Just like the ORP unit at the Lessalt Water Treatment Plant, the ORP instruments are used to monitor chemical reactions.
3. The electrical accident damaged several CL17 chlorine analyzers. Analyzers got installed to existing SC200 controllers. Once staff completed the installation, a HACH Technician certified the analyzers.
4. Cleaned and calibrated all pH probes.
5. Gilbert from JM Electric installed a new Roto-Torque valve at Raw Water Station. The Rotork valve regulates the flow into the Water Plant.
6. Tim from Quinn replaced batteries on fire pump.
7. Repaired various leaks in piping at the plant.
8. Before the plant is tested with RAW water, the sedimentation lamellas were cleaned.
9. Calibrated all turbidity meters with primary standards. Primary or Secondary calibration is required monthly and verification at least once per week is required by rule. To be considered an acceptable verification, turbidity measurements greater than 0.5 NTU must be within +/- 10% of the reading assigned to the standard or reference material.
10. Cleaned all chemical skids.
11. Sprayed weeds around buildings and facilities.
12. JM Electric and Mailey Electric ran new communication wires for all CL17 controllers.
13. Started plant for two hours until poly system failed.



Project Location	: Westhills Water Treatment Plant
Project	: Electrical replacement
Department	: Water Treatment Department
Description	: A number of Variable Frequency Drives (VFD's) arrived, and several electricians worked to install and test units for proper operation.

Wastewater (2)

1. Completed hydro jetting sewer system.
2. Pulled, cleaned, and inspected pumps at Paullus Lift Station.

Industrial Plant (3)

1. Continued cutting, clearing, and spraying weeds around ponds.
2. Repaired leaking backflow at headworks.
3. Sharp Engineering Inc. spread crushed asphalt onto roadways.

Completed This Month	Job Descriptions	Completed YTD 2022 – 2023 July 1 to June 30	Completed 2021 – 2022 July 1 to June 30	Completed 2020 – 2021 July 1 to June 30	Completed 2019 – 2020 July 1 to June 30
236	Work Orders	1716	2520	2469	2715
N/A	Temporary Manual Read Water Meters Installed in New Construction Accounts	70	292	368	256
N/A	Radio Read Meters & ERTs Installed in New Construction Accounts	0	1	21	0
N/A	Total: Manual Read Meters Replaced with Radio Read Meters & ERT's, including Radio Meters Installed in New Construction Accounts	155 (Total = 7078)	300	282	191
N/A	Existing Radio Read Meters & ERTs Replaced with New Radio Read Meters & ERTs	85	309	322	304
103	Valves Exercised (Approx. 2674 in SSCWD System 3/2021)	425	487	721	319
43	Fire Hydrants Flushed (Approx. 938 in SSCWD System 3/2021)	402	342	749	281
N/A	Meters on Repair List	132	335	326	449
8	Emergency Calls	126	161	174	156
110	Locates on our Water/Sewer Lines	1051	1816	1732	1037
0	Sewer Inspections	0	0	0	0
0	Shutoff Notices	0	0	0	112
0	Water Services Replaced	10 (Total = 944)	39	12	15

(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, 2023		Current Consumption Period: February 15, 2022		to		March 15, 2023	
Intertie Location	Groundwater Flow to COH	Surface Flow to COH	Groundwater Flow to SSCWD	Surface Flow to SSCWD			
	i n G a l l o n s						
Southside Road Intertie Water Total Flow	0	889,283					
Sunset & Memorial Water Total Flow	4,471,600	0	300				
Sunnyslope & Memorial Water Total Flow	24,600	0	3,079,900				
Hillcrest and Memorial Water Total Flow	900	200	200				
Santa Ana & La Baig Water Total Flow	1,624,800	232,200					
Intertie Sub-Total Water Flow	6,121,900	1,121,683	3,080,400	200			
<i>Total Combined Surface and Ground Water Intertie Flow</i>	7,243,583		3,080,600				
City of Hollister Well 2 Surface Water Total Flow (West Hills)		0					
City of Hollister Well 4 Surface Water Total Flow (West Hills)		0					
City of Hollister Well 5 Surface Water Total Flow (West Hills)		0					
Sunnyslope Well 2 Surface Water Total Flow (West Hills)				0			
Sunnyslope Well 11 Surface Water Total Flow (West Hills)				0			
Sunnyslope Surface Water Total Flow (LESSALT)				21,008,000			
Surface Water Flow Sub-Totals		0		21,008,000			
Ground Water and Surface Water Flow Totals	6,121,900	1,121,683	3,080,400	21,008,200			
Current Period:	COH half of Surface Water Flow to Distribution (LESSALT & WH)		10,504,000				
	Net Ground/Surface Water Balance Owed to SSCWD (to COH)	3,041,500	-9,382,517				
	Beginning Water Balance Owed to SSCWD (to COH)	789,654,720	-327,904,765				
	Gallons Billed to COH thru Report Date February 1, 2023	0		Informational Last Month Net Total	461,749,955		
	Sub-total Ending Water Balance Owed to SSCWD (to COH)	792,696,220	-337,287,282	Net Sub Total	455,408,938		
	Half of Total Gallons LESSALT Discharge to City of Hollister Wastewater Treatment Plant during the current consumption period		1,894,000				
	Exchange Factor; Half of the total gallons discharged to COH WWTP from LESSALT multiplied by a factor of 4			7,576,000.00			
	Ending Water Balance Owed to SSCWD (to COH)	785,120,220	-337,287,282	Net Total	447,832,938		

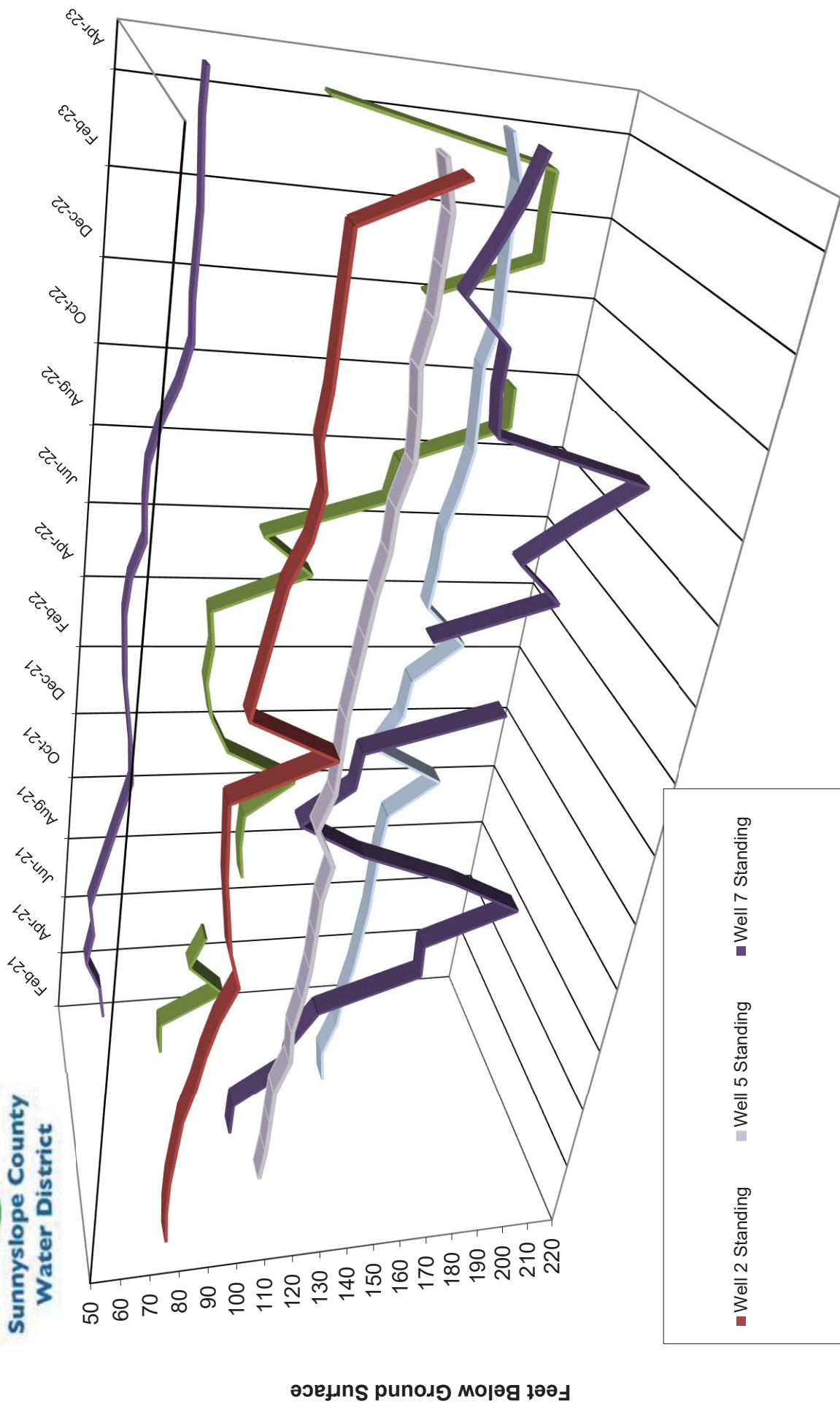
Current:	West Hills WTP Total Flow to Distribution	0			
	Percent of Surface Water Received	COH	#DIV/0!	SSCWD	#DIV/0!
Current:	COH half of West Hills WTP Total Flow to Distribution	0			
	West Hills WTP Surface Water Total Flow to COH	0			

From April 1, 2022 to Present					
YTD	LESSALT WTP Total Flow to Distribution	21,008,000			
	West Hills WTP Total Flow to Distribution	527,406,000			
	Surface WTPs Total Flow to Distribution	548,414,000			
	Total YTD Surface Flow to COH/SSCWD	COH	300,060,171	SSCWD	248,353,829
	Percent of Surface Water Received	COH	54.7%	SSCWD	45.3%

Depth to Standing Water Level Below Ground Surface



Month/Year



Feet Below Ground Surface

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

Elevation in Feet Above Sea Level
 = 325
 = 361
 = 438
 = 481

Well 11 = 330
 Test Well 12 = 308

Staff Report

Agenda Item: **E – 6**

DATE: April 13, 2023 (April 18, 2023 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: General Manager Monthly Status Report

ACTIVE TASKS:

1. **CVP Water Allocation** – water allocations for 2023 are %100. Staff will be budgeting to purchase 4500ac/ft of CVP water this year effectively achieving the 60/40 blend ratio that is the basis of the design intent of the water treatment plants.
2. **Solar Field Design** – The Ridgemark plant solar design is ongoing and is proceeding without any issues currently. No status changes.
3. **Lessalt Treatment Plant** – The roof solar design evaluated the roof structure and found that solar can be accommodated on the roof. The project has moved to PG&E contract approval. PG&E will respond this month confirming that we have been grandfathered into the current PG&E power purchase rates. Sunnyslope plans to ask SBCWD to budget appropriately to install solar this next fiscal year. The Permanent scaffolding design mentioned last month will also be requested in next year’s capital budget outlay.
4. **Westhills Treatment Plant Accident Update:** The Westhills Treatment plant was brought online at the end of March and ran for one day. At that point some additional motor controllers were found to be damaged from the October power surge. Those items have been installed and a new start up date will be chosen to begin treating water.
5. **Office Technology and Public Access** – The update of the meter reading software will be completed this month. Page views on the district website are as follows:

December –	25,587	February –	21,899
January –	27,659	March –	25,383
6. **Sewer Treatment Contract Negotiations with the City of Hollister** – Staff attended a meeting with the City of Hollister staff to discuss the pending sewer options. Tasks have

been assigned and a new presentation to the elected city officials will be scheduled for early May.

7. **Permit Compliance** – Monthly water reports have been completed on time and no violations were reported.

8. **Staffing** – Current employee Dana Sullivan has learned the Tyler ERP10 software quickly in the first 6 months she has been with the district and she accepted the position of Account Technician. Veronica Mena is a new hire who joined the office administrative team on April 10th and she has accepted the position of Billing/Public Relations Specialist. Veronica is a long time Hollister resident who was previously employed with the Pajaro School District. She is fluent in the Spanish language, and we are excited to have her join the team. Both of these employees are very capable individuals and we are glad to have them.

Staff Report

Agenda Item: F – 1

DATE: April 10, 2023 (April 18, 2023 Meeting)

TO: Board of Directors

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

SUBJECT: Consider Adopting Resolution No. 589 Proclaiming May 2023, As “Water Awareness Month”.

RECOMMENDATION:

Staff recommends the Board adopt the attached Resolution No. 589 proclaiming the month of May 2023 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. 589

RESOLUTION NO. 589

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
SUNNYSLOPE COUNTY WATER DISTRICT
PROCLAIMING MAY 2023 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 snow pack and environmental concerns in the Delta; 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 2023, the Sunnyslope County Water District is inviting everyone to find out ways to save water both at work and at home.

NOW, THEREFORE, the Sunnyslope County Water District does proclaim May 2023 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 the Water Resources Association of San Benito County for water saving ideas and assistance.

THE FOREGOING RESOLUTION No. 589 on a motion by Director _____ and second by Director _____ is duly adopted this 18th day of April 2023, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

SUNNYSLOPE COUNTY WATER DISTRICT

Signed: _____

Dee Brown, President

(S E A L)

ATTEST:

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

Staff Report

Agenda Item: F – 2

DATE: April 12, 2023 (April 18, 2023 Meeting)

TO: Board of Directors

FROM: Drew A. Lander, General Manager

SUBJECT: Consider Adoption of Resolution No. 590 Declaring The Current Drought And Water Supply Emergency Over And Adopting New Water Conservation Measures.

RECOMMENDATION:

Staff recommends the Board adopt Resolution No. 590 declaring the drought and water supply emergency over and adopting new water conservation measures.

BACKGROUND:

Over the past several years the State of California has experienced significant drought conditions. Local water agencies implemented Stage 1-Water Conservation Measures in May 2021 after Governor Newsom expanded his April drought emergency proclamation. In total, 41 counties were under a drought state of emergency, representing 30 percent of the state's population. The expanded drought emergency proclamation added San Benito County. The water conservation measures that were implemented called for a voluntary 15% reduction in water use compared to pre-drought usage. In October 2021 Governor Newsom declared a drought emergency for the entire state of California. More dry weather in 2022 resulted in an M&I and Agricultural water allocation of zero from the California Valley water Project (CVP). The State further mandated conservation by water agencies and directed all impacted water purveyors to adopt additional strict restrictions on landscape irrigation and the use of water outdoors. In April of 2022 the jurisdictions of Hollister, Sunnyslope and San Juan Bautista adopted resolutions to implement Stage II of the Water Shortage Contingency Plan.

Significant atmospheric river events over the State of California have saturated the State and filled all of the major water supply reservoirs statewide from January 2023 to March 2023. San Luis reservoir has filled to capacity as of this month. In response to the significant rain fall in California, Governor Newsom signed executive order N-5-23 recognizing the current conditions while preserving smart water measures. This current executive order:

- Ends the voluntary 15% water conservation target, while continuing to encourage that Californians make conservation a way of life;
- Ends the requirement that local water agencies implement level 2 of their drought contingency plans;
- Maintains the ban on wasteful water uses, such as watering ornamental grass on commercial properties;

- Preserves all current emergency orders focused on groundwater supply, where the effects of the multi-year drought continue to be devastating;
- Maintains orders focused on specific watersheds that have not benefited as much from recent rains, including the Klamath River and Colorado River basins, which both remain in drought;
- Retains a state of emergency for all 58 counties to allow for drought response and recovery efforts to continue.

Due to the initial water allocation of 100% for Central Valley Project (CVP) municipal and industrial customers announced in March 2023, staff now recommends the Board declare the drought over. Sunnyslope County Water District customers responded admirably to the drought and conserved water very well during the drought emergency. This does not mean that water customers should not continue to conserve and use water wisely, but the time has come again to declare the emergency over.

The proposed resolution attached declares the drought over and incorporates the permanent water conservation measures required by the State. Staff anticipates the local water supply conditions to continue to improve with all local reservoirs being full, State and Federal reservoirs nearly full, snowpack in the Sierras at greater than 200% of normal, and CVP allocations expected to remain at 100% for M&I customers and 90% for ag customers. San Benito County Water District has begun percolating CVP water into the local groundwater basin and filling San Justo Reservoir. Lake Hernandez is full and spilling in the southern part of the County and water will be released into the San Benito River well into the summer months that will contribute to accelerated groundwater recovery in the County. Sunnyslope staff, working with Water Resources Association staff, will continue to promote water conservation and encourage customers to use water wisely.

FINANCIAL IMPACT:

Adoption of the proposed resolution has no certain financial impact but may result in increased water sales as customers reduce their conservation habits and start watering their landscaping more frequently.

ENVIRONMENTAL IMPACT:

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

ATTACHMENTS: Reservoir Level – April 2023
Snow Pack Level – April 2023
Executive Order N-5-23
Resolution No. 590, End of Drought Restrictions

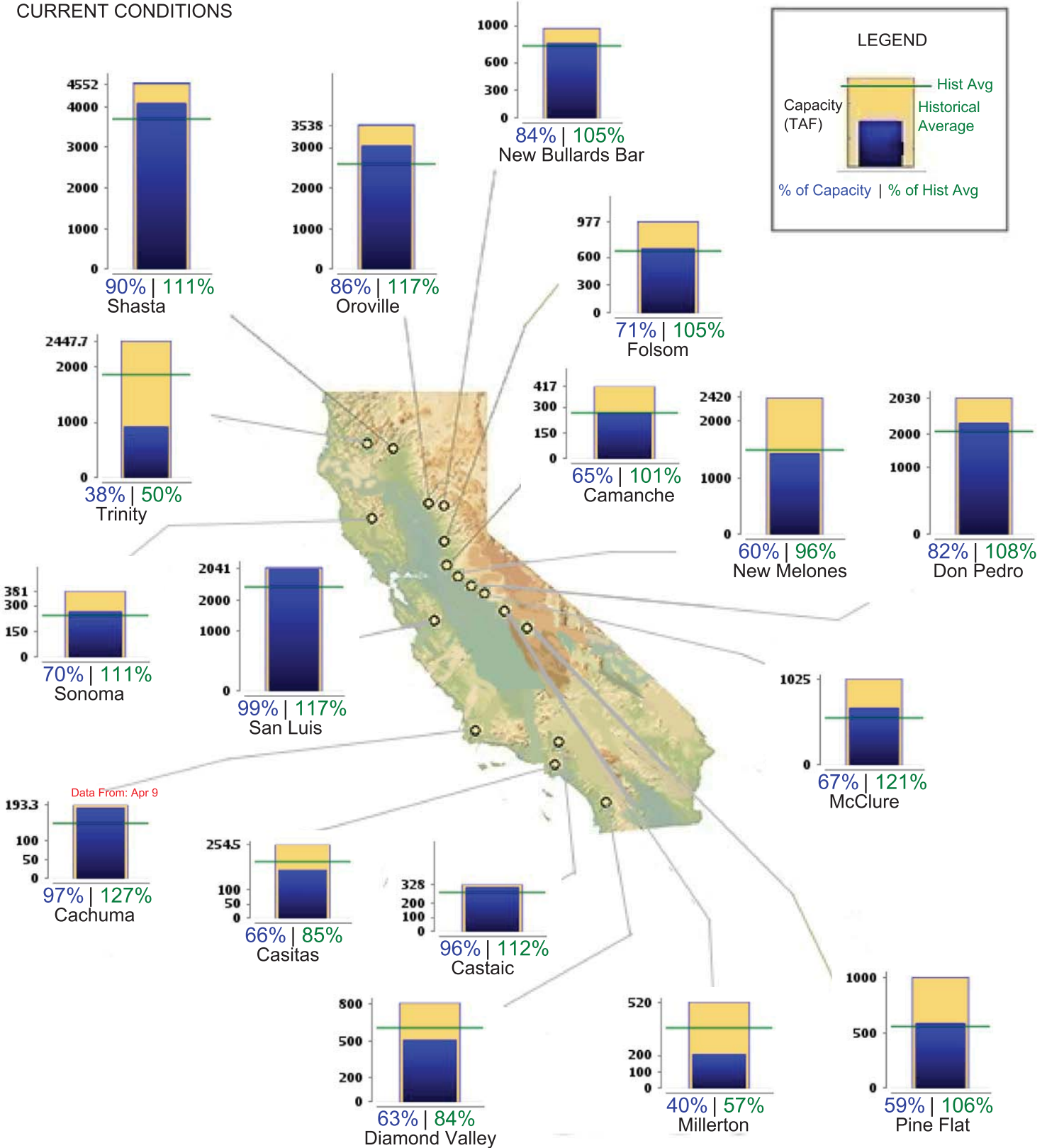


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - April 12, 2023

CURRENT CONDITIONS

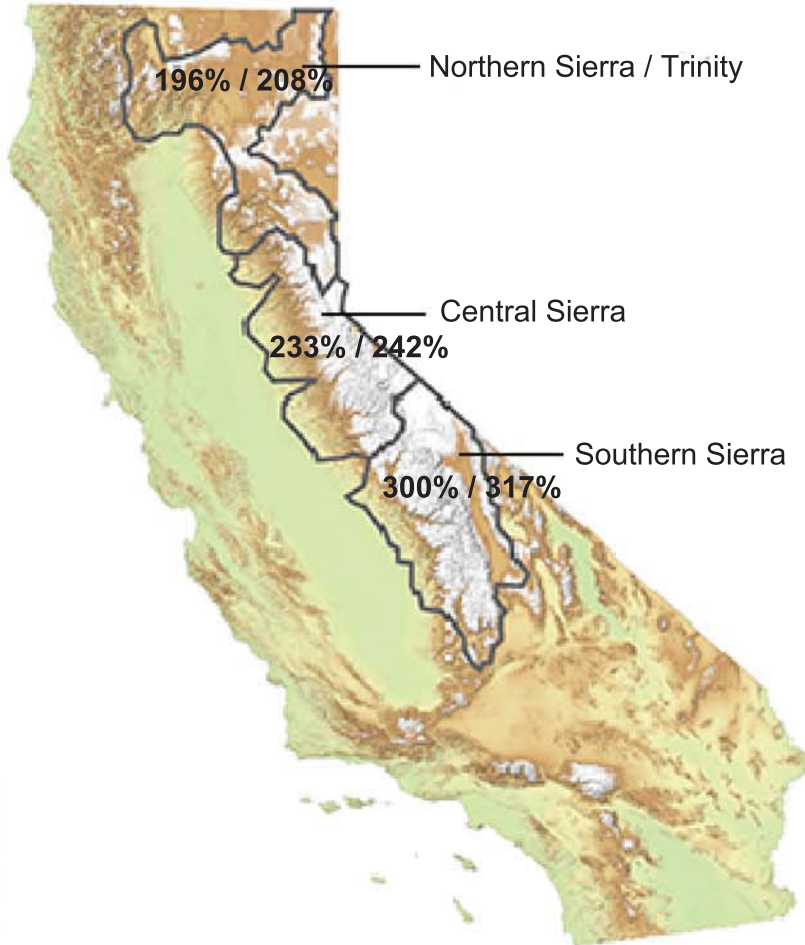




STATEWIDE SNOW WATER CONTENT

CURRENT REGIONAL SNOWPACK FROM AUTOMATED SNOW SENSORS

% of April 1 Average / % of Normal for This Date



NORTH	
Data as of April 12, 2023	
Number of Stations Reporting	24
Average snow water equivalent (Inches)	58.4
Percent of April 1 Average (%)	196
Percent of normal for this date (%)	208

CENTRAL	
Data as of April 12, 2023	
Number of Stations Reporting	44
Average snow water equivalent (Inches)	62.1
Percent of April 1 Average (%)	233
Percent of normal for this date (%)	242

SOUTH	
Data as of April 12, 2023	
Number of Stations Reporting	25
Average snow water equivalent (Inches)	60.5
Percent of April 1 Average (%)	300
Percent of normal for this date (%)	317

STATE	
Data as of April 12, 2023	
Number of Stations Reporting	93
Average snow water equivalent (Inches)	60.7
Percent of April 1 Average (%)	236
Percent of normal for this date (%)	248

Statewide Average: 236% / 248%

EXECUTIVE DEPARTMENT STATE OF CALIFORNIA

EXECUTIVE ORDER N-5-23

WHEREAS on April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, I proclaimed States of Emergency to exist due to drought conditions; and

WHEREAS the multi-year nature of the current drought, which began three years after the record-setting drought of 2012-2016, continues to have significant, immediate impacts on communities across California with vulnerable water supplies, farms that rely on irrigation to grow food and fiber, and fish and wildlife that rely on stream flows and cool water; and

WHEREAS the March 3, 2023, snow survey conducted by the Department of Water Resources and partner agencies found that most regions of the Sierra Nevada are above average for snow water content, and some regions are nearing record amounts of snow, and snow and rain has fallen across many regions of the state since then, with more precipitation forecasted; and

WHEREAS improved conditions have helped rehabilitate surface water supplies, but have not abated the severe drought conditions that remain in some parts of the State, including the Klamath River basin and the Colorado River basin, and many groundwater basins throughout the State remain depleted from overreliance and successive multi-year droughts; and

WHEREAS continued action by the State is needed to address ongoing consequences of the drought emergency, including groundwater supply shortages, domestic well failures, and drought-related harm to native fishes in the Klamath River and Clear Lake watersheds; and

WHEREAS the drought emergency has required a dynamic and flexible response from the State, and several provisions in my prior Proclamations and Orders have been terminated or superseded already, specifically Paragraphs 4 and 8 of my State of Emergency Proclamation dated April 21, 2021, Paragraphs 2, 4, and 7 of my State of Emergency Proclamation dated May 10, 2021, Paragraphs 3, 4, 5, 6, and 10 of my State of Emergency Proclamation dated July 8, 2021, and Paragraph 9 of Executive Order N-7-22; and

WHEREAS improved conditions warrant an even more targeted State response to the ongoing drought emergency and certain provisions in my State of Emergency Proclamations dated April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, and in Executive Orders N-10-21, N-7-22, and N-3-23 provide authority that is no longer needed to mitigate the effects of the drought conditions or direct actions by state agencies, departments, and boards that have already been completed; and

WHEREAS notwithstanding the rescission of certain emergency authorities for emergency drinking water action, state agencies have existing legal authority and funding to continue expedited work to advance the human right to water, and state agencies will continue all ongoing drought resilience planning work, including through coordination with local agencies and tribes; and

WHEREAS next winter's hydrology is uncertain and the most efficient way to preserve the State's improved surface water supplies is for Californians to continue their ongoing efforts to make conservation a way of life; and

WHEREAS to protect public health and safety, it is critical the State take certain immediate actions without undue delay to prepare for and mitigate the effects of the drought conditions, and under Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Order would prevent, hinder, or delay the mitigation of the effects of the drought conditions.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code sections 8567, 8571, and 8627, do hereby issue the following Order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. The orders and provisions contained in my State of Emergency Proclamations dated April 21, 2021, May 10, 2021, July 8, 2021, and October 19, 2021, and Executive Orders N-7-22 (March 28, 2022), N-3-23 (February 13, 2023), and N-4-23 (March 10, 2023), remain in full force and effect, except as modified by those Proclamations and Orders and herein. State agencies shall continue to implement all directions from those Proclamations and Orders and accelerate implementation where feasible.
2. The following provisions of my State of Emergency Proclamation dated April 21, 2021, are terminated:
 - a. Paragraph 2;
 - b. Paragraphs 5-7; and
 - c. Paragraphs 9-14.
3. The following provisions of my State of Emergency Proclamation dated May 10, 2021, are terminated:
 - a. Paragraph 1;
 - b. Paragraph 3;
 - c. Paragraph 5; and
 - d. Paragraphs 9-10.
4. The following provisions of my State of Emergency Proclamation dated July 8, 2021, are terminated:
 - a. Paragraph 2;
 - b. Paragraphs 7-8, except those portions of paragraph 7 withdrawing provisions of prior orders;
 - c. Paragraphs 11-12.

5. The following provisions of my State of Emergency Proclamation dated October 19, 2021, are terminated:
 - a. Paragraph 2;
 - b. Paragraphs 4-5;
 - c. Paragraph 8; and
 - d. Paragraph 10.

6. The following provisions of Executive Order N-10-21 are terminated:
 - a. Paragraph 1; and
 - b. Paragraph 3

7. The following provisions of Executive Order N-7-22 are terminated:
 - a. Paragraphs 1-3;
 - b. Paragraph 6; and
 - c. Paragraphs 14-15.

8. The following provisions of Executive Order N-3-23 are terminated:
 - a. Paragraph 1; and
 - b. Paragraph 3, except those portions of the paragraph withdrawing provisions of prior orders.


9. Paragraph 6 of my State of Emergency Proclamation dated May 10, 2021, and Paragraph 9 of my State of Emergency Proclamation dated July 8, 2021, are withdrawn and replaced with the following text:

To ensure critical instream flows for species protection in the Klamath River and Clear Lake watersheds, the State Water Resources Control Board (Water Board) and Department of Fish and Wildlife shall evaluate the minimum instream flows and other actions needed to protect salmon, steelhead, the Clear Lake Hitch, and other native fishes in critical streams systems in these watersheds and work with water users, tribes, and other parties on voluntary measures to implement those actions. To the extent voluntary actions are not sufficient, the Water Board, in coordination with the Department of Fish and Wildlife, shall consider emergency regulations to establish minimum instream flows to mitigate the effects of the drought conditions. For purposes of state agencies carrying out or approving any actions contemplated by this paragraph, Public Resources Code, Division 13 (commencing with Section 21000) and regulations adopted pursuant to that Division are suspended. Nothing in this Paragraph affects or limits the validity of actions already taken in the Klamath and Clear Lake watersheds or ongoing under Paragraph 6 of my State of Emergency Proclamation dated May 10, 2021, or Paragraph 9 of my State of Emergency Proclamation dated July 8, 2021.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 24th day of March 2023.



GAVIN NEWSOM
Governor of California

ATTEST:

SHIRLEY N. WEBER, PH.D.
Secretary of State

RESOLUTION NO. 590

A RESOLUTION OF THE BOARD OF DIRECTORS OF SUNNYSLOPE COUNTY WATER DISTRICT DECLARING THE DROUGHT AND WATER SUPPLY EMERGENCY OVER AND ADOPTING NEW WATER CONSERVATION MEASURES

The Sunnyslope County Water District Board of Directors does hereby resolve and makes findings as follows:

WHEREAS, The District is a water purveyor to municipal customers in San Benito County serving the eastern portion of the City of Hollister and areas within the County south and east of the City; and

WHEREAS, San Benito County and most of California has experienced above normal rainfall and snow during the 2022/2023 fall and winter months; and

WHEREAS, The Bureau of Reclamation has allocated Central Valley Project municipal and industrial customers 100% of their full water allocation for the 2023 water year; and

WHEREAS, The State Water Resources Control Board adopted emergency drought regulations May 2021, modified April 2021, October 2021, and April 2022; and

WHEREAS, the Governor of California has declared the drought over on March 27, 2023 and has maintained a few permanent water conservation measures that are incorporated into this resolution; and

WHEREAS, Sunnyslope County Water District water customers responded significantly to the State mandates and have responded to the drought and requested conservation measures admirably reducing consumption as directed by the State; and

WHEREAS, The District Board of Directors adopted the 2015 Hollister Urban Area Water Management Plan (HUAWMP) in August of 2016 and approved Resolution No. 556 accepting the 2020 revision and update of the HUAWMP in June 2021, which specifies a water shortage response plan including four stages of water rationing with voluntary and mandatory water reductions dependent on the severity and duration of the water supply shortage; and

WHEREAS, The District Board of Directors adopted Resolution No. 574 on April 19, 2022, increasing the Stage I water shortage emergency and implementing water conservation measures consistent with Stage II of the Hollister Urban Area Water Management Plan requesting a voluntary water conservation of 25%; and

WHEREAS, Due to a very wet fall and winter of 2022/2023, water supply allocations for the Central Valley Project, and the efforts and conservation by the District water customers, it is appropriate and time to declare the drought over and modify the emergency conservation measures to return to the permanent conservation measures identified in the HUAWMP; and

WHEREAS, the District Board finds that adoption of this resolution is not a project as defined by the California Environmental Quality Act per Article 20, Section 15378.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED,

1. Water shortage emergency conditions no longer exist, and the Board of Directors hereby declares the drought over for the Sunnyslope County Water District.

2. Resolution No. 574 is hereby rescinded, and water conservation measures are amended as set forth in this Resolution.
3. District water customers are encouraged to use water wisely and water waste is prohibited as directed by the current revision of the HUAWMP which has been previously adopted and supported by this Board.
4. This Resolution shall take immediate effect upon adoption.

THE FOREGOING RESOLUTION on a motion by Director _____ and second by Director _____ is duly adopted this 18th day of April, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

SUNNYSLOPE COUNTY WATER DISTRICT

Signed: _____
Dee Brown, President

(S E A L)

ATTEST:

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

The Secretary of the Board of Directors of Sunnyslope County Water District hereby certifies that the foregoing is a full, true and correct copy of the resolution adopted on April 18, 2023 as Resolution No. 590.

Staff Report

Agenda Item: F – 3

DATE: April 13, 2023 (April 18, 2023 Meeting)

TO: Board of Directors

FROM: Drew A. Lander, General Manager

SUBJECT: 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 8 – May 11, 2023, In Person Or Virtual Meeting, Not To Exceed \$2500 Per Attendee.

RECOMMENDATION:

Approve a motion to authorize specified Board Members to attend the Association of California Water Agencies Conference (ACWA) and the ACWA/Joint Powers Insurance Authority (JPIA) Meeting May 8 to May 11, 2023, Meeting for a cost not to exceed \$2500.00.

BACKGROUND:

The ACWA Spring Conference is being held both in person and virtually this year. The ACWA/JPIA will hold meetings at the Monterey Conference Center at the Portola Hotel in the City of Monterey with activities including a Board Meeting that our representatives are encouraged to attend (due to our membership in the JPIA for our Workers' Compensation insurance program). There is no fee to attend the JPIA's Board meeting, however the conference costs are attached. District JPIA representatives are encouraged to attend.

Due to high registration volumes this year the advanced registration has filled the full conference and meal package offering. Registration before April 21st for the 4-day conference onsite excluding meals is \$680 per person. The cost of virtual attendance cost is \$650. Not all agenda items are available for the virtual format. The total per attendee expenditure for attending the conference in person is \$1750 per person including all registration fees and meals with travel but excluding lodging. The addition of lodging increases the conference attendance by \$1000 and reduces the travel expenditure. Any Directors choosing to attend virtually may attend the Conference from a computer in the District office if desired.

Directors may also be interesting in the Fall ACWA Conference which is tentatively scheduled to be held in Indian Springs CA. November 28-30. Costs for this venue are not yet available.

The Board of Directors by a majority must approve any Director's participation when representing the District in any official capacity and for them to receive expense reimbursement for any eligible expenses under District policy.

FISCAL IMPACT:

The fiscal impact of virtual conference attendance is estimated at \$1250.00, including full conference attendance and the Director stipend for 4 days of meeting attendance. The estimated expense of in-person attendance is \$2500 per person including full conference attendance, meals, travel and lodging and the Director stipend for meeting attendance.

ENVIRONMENTAL IMPACT:

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

ATTACHMENTS: ACWA-conference advertisement

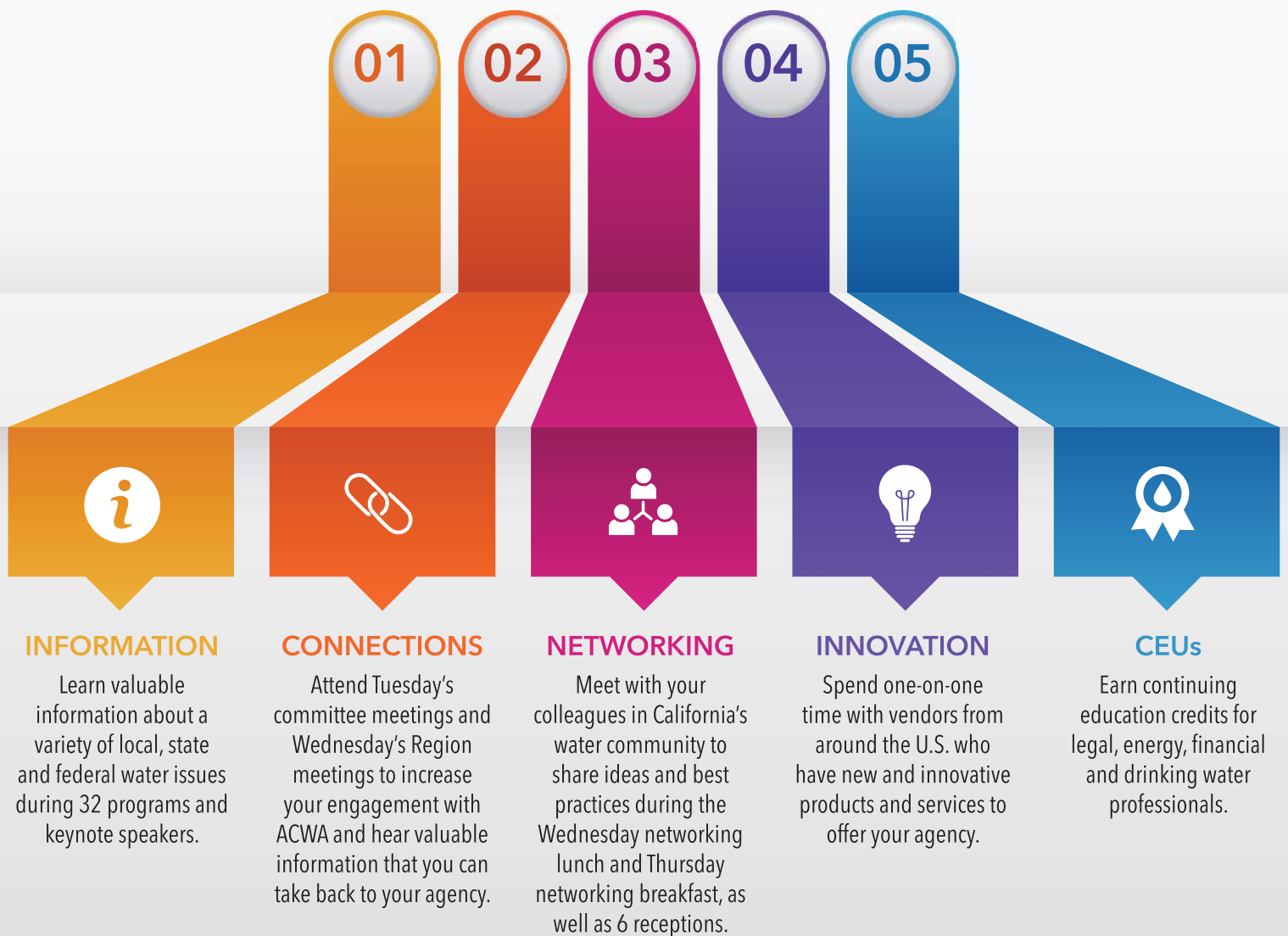


ACWA

CONFERENCE & EXPO

MAY 9 - 11 • MONTEREY

TOP 5 BENEFITS TO ATTENDING AN ACWA CONFERENCE



CONFERENCE HIGHLIGHTS



Visit ACWA's Exhibit Hall and learn what products & services our exhibitors have to offer as well as enjoy networking opportunities like the networking lunch, receptions and exhibit hall activities.

**VISIT THE
MONTEREY
SITE FOR
CONFERENCE
ATTENDEES!**



[https://www.seemonterey.com/
acwa-2023-spring-conference-expo/](https://www.seemonterey.com/acwa-2023-spring-conference-expo/)

JOIN ACWA IN MONTEREY!

The ACWA 2023 Spring Conference & Expo is set to take place May 9 - 11 at the Monterey Conference Center and surrounding hotels. Visitors from all over the world have come to appreciate Monterey County's natural beauty, historical sites, and mild climate. Explore this distinctive and diverse region. Experience the world-renowned attractions and enjoy the many wonderful restaurants and scenic diversions found throughout the county.

ACWA conferences are the premier destination for water industry professionals to learn and connect. Program offerings include statewide issue forums, roundtable talks, and region discussions along with sessions covering a wide range of topics including water management, innovation, public communication, affordable drinking water, energy, finance, federal forum, and more! **Register to join us today!**

IMPORTANT INFORMATION



Recorded Programs

Designated conference programs will be recorded and made available for on-demand access after the conference.



Group Savings

Buy five full conference registrations, receive one free! Perfect time to introduce new staff to the California water community.



Tuesday Committee Meetings

Registration is required to attend any part of ACWA's Spring Conference & Expo, including the complimentary Tuesday, May 9 committee meetings.



Health & Safety

Visit [acwa.com/events](https://www.acwa.com/events) for registration and health & safety information.

TIME TO MIX & MINGLE!

After spending the day learning, join these opportunities to mix, mingle and connect with friends and colleagues of the water industry.

ACWA Welcome Reception

Tuesday, May 9 | 5:00 PM - 6:30 PM

Kick off the conference and greet your colleagues in the Exhibit Hall.

Kronick & Water Education Foundation Hosted Reception

Tuesday, May 9 | 6:30 PM - 8:00 PM

Join Kronick and the Water Education Foundation invites you to a hosted reception. All ACWA conference attendees are welcome.

ACWA Wednesday Evening Reception

Wednesday, May 10 | 5:00 PM - 6:00 PM

Join ACWA in the Exhibit Hall for this hosted reception.

CalDesal Hosted Mixer

Wednesday, May 10 | 6:00 PM - 7:00 PM

Join CalDesal for a hosted mixer. All ACWA conference attendees are welcome.

Jacobs Hosted Mixer

Wednesday, May 10 | 6:00 PM - 7:00 PM

Join Jacobs for a hosted mixer. All ACWA conference attendees are welcome.

Joint Women in Water / ACWA Foundation Reception

Wednesday, May 10 | 6:00 PM - 7:15 PM

Join us for this kick-off reception. Learn about the new ACWA Foundation and connect with your friends and other water leaders.

CONFERENCE PROGRAMS


State Water Resources Control Board Drinking Water Contact Hours may be available for qualifying programs.

ATTORNEY PROGRAM

Wednesday, May 10 | 10:15 AM

Can We? Should We? What to Know About Design-Build, Progressive Design-Build, and Public-Private Partnership for Water Infrastructure

Design-bid-build is the industry standard, but can other approaches be a better fit for your next project? This panel, designed for attorneys and senior decision makers, will explain the difference between the traditional approach to contracting for construction and the newer alternatives, including approaches authorized by the Legislature in 2023. The panel will include an attorney, an owner, and an engineer/owner's advisor who will also share lessons learned on recent design-build and progressive design-build projects, drawing on experience successfully implementing large-scale complex design-build infrastructure projects throughout the state. Our presenters will share recent experiences, creative approaches, and potential pitfalls that will help you optimize your project, or decide whether design-build or another alternative approach is right for your agency.

 This program been approved by the State Bar of California for attorneys to receive general MCLE credits.

COMMUNICATIONS COMMITTEE PROGRAM

Wednesday, May 10 | 1:45 PM

Reporter's Notebook: An Insider's Guide to Working with News Media


Want to know how to work with reporters in 2023? We're going right to the source. A panel of working TV and print journalists from across California will go off the record, sharing valuable first-hand perspective on the state of media relations, how to cut through the noise and – most importantly – get your stories told.

JOINT ATTORNEY / STATEWIDE ISSUE


Thursday, May 11 | 10:15 AM

First Kill All The Lawyers? Varying Perspectives on Water-Right Modernization

The panel will involve presentation and discussion of perspectives on how to make the water-right system function better in light of what we've learned during the droughts of the last ten years.

 This program been approved by the State Bar of California for attorneys to receive general MCLE credits.


JOINT ATTORNEY / FINANCE PROGRAM

 CPAs may receive continuing education credit by attending this program.

Wednesday, May 10 | 1:45 PM

Public Finance 101: Opportunities and Considerations for Financing Infrastructure

Providing clean and safe water requires constant infrastructure improvements and capital projects. This panel will explore opportunities and legal pitfalls and considerations when considering public finance opportunities for financing capital needs including bonds, certificates of participation, State and Federal programs including the Water Infrastructure Finance and Innovation Act (WIFIA) and the Drinking Water State Revolving Fund (DWSRF), and other financing mechanisms.

 This program been approved by the State Bar of California for attorneys to receive general MCLE credits. CPAs may also receive continuing education credit by attending this program.

INNOVATION PROGRAM

Thursday, May 11 | 2:00 PM

Excellence in Innovation: Water Agencies Driving California Into the Future

Water agencies throughout the state continue to implement groundbreaking and unique programs, projects and technologies that bring new solutions to the industry. Hear from agencies as they share their best-in-class innovations and discuss the resources utilized, results achieved and replicability for other agencies.

WATER INDUSTRY TRENDS

Wednesday, May 10 | 10:15 AM

Fleet Electrification: Navigating New California Requirements for Public Water Agencies

The panel will provide an opportunity for water agencies to hear how the latest transportation electrification regulations affect them, and steps they can take to navigate making best decisions for their fleets and compliance.

 This program may count towards the Certified Energy Manager (CEM) continuing education credit.

Thursday, May 11 | 2:00 PM

The Business Proposition for Diversity Equity & Inclusion (DEI): What It Means in Dollars and Sense

Everyone is talking about DEI, but some are doing more than others and it's paying off. Join this session and hear from leaders and experts about why implementing DEI to business operations is critical in this new world and the cost of falling behind.

For updated information: [ACWA.COM/EVENTS](https://www.acwa.com/events)

ACWA REGION MEMBERSHIP MEETINGS

MAY 10, 2023

Meetings will include:

Region activity updates

Committee updates

Statewide priorities
update by ACWA
leadership

Suggestion opportunities
for regional activities and
regional/statewide topics
for the coming year

**ALL MEMBERS
WELCOME!**



ROUND TABLE DISCUSSIONS



ACWA is bringing back our newest opportunity to connect and learn – **Round Table Discussions!**

Join your colleagues in one of these topic-specific round tables to interact and exchange ideas.

Wednesday, May 10 | 1:45 PM

Removing Barriers to Groundwater Recharge

As California's climate and hydrology continue to change, capturing flood water during high flow events will become increasingly vital to maintaining reliable water supply during dry years. Join this roundtable discussion as we explore how to overcome the legal, regulatory, and logistical barriers to groundwater recharge in California.

Thursday, May 11 | 10:15 AM

How to Talk About Drought and Climate Change After a Wet Winter

Messaging matters and the industry is re-evaluating how to communicate with customers about periods of extreme drought vs long-term climate resilience. After a wet winter, how have the words, tone and key messages used to convey information to the public changed? Join this Communications Committee-hosted round table conversation to share what messaging has worked for your agency and how your message has evolved since last summer.

Thursday, May 11 | 2:00 PM

Empowering Executive Leadership

ISSUE FORUMS

State Water Resources Control Board Drinking Water Contact Hours may be available for qualifying programs.

REGION ISSUE FORUMS

Wednesday, May 10 | 10:15 AM

Wildfire Preparedness: Lessons Learned & Investments Made to Mitigate Future Risk

Presented by Region 2

This program will examine recovery efforts made by the town of Paradise since the 2018 Camp Fire and highlight both the lessons learned and investments made by the City of Paradise and Paradise Irrigation District to mitigate future fire risk.

Thursday, May 11 | 10:15 AM

Creating Win-Win Situations to Expedite Permitting Through Collaboration

Presented by Region 9

East Valley Water District and San Bernardino Valley Municipal Water District share how they have expedited permitting and regulatory approvals to save both time and money on important local water supply projects. Through early and open communication with regulatory agencies, a regional habitat conservation plan, and stakeholder partnering, these agencies are creating win-win situations for water agencies and the many regulatory agencies with often conflicting requirements. The East Valley Water District's Sterling Natural Resource Center, an 8 mgd water recycling facility for local groundwater recharge, will be highlighted as a permit streamlining success story with broad support from the community and regulatory agencies.

Thursday, May 11 | 2:00 PM

Weather Whiplash: Flood Solutions for Climate Extremes

Presented by Region 5

As California's coastal regions recover from a series of atmospheric river events that – amid extended severe drought – brought record rains and floods, this program will explore the effects of and planning for "weather whiplash." Panelists will discuss the impacts of recent flooding in the Bay Area and Central Coast, long-term flood solutions, and other climate adaptation strategies.

NEW THIS CONFERENCE!

Thursday, May 11 | 8:30 AM

Media Training

Whether you're the spokesperson at your agency or rarely get in front of the camera, knowing how to convey accurate and relevant information to news media is critical. This training will cover best practices ranging from interview preparation and message development to interview tactics to help lead to a positive experience.

STATEWIDE ISSUE FORUMS

Wednesday, May 10 | 10:15 AM

Show Me the Money

Investment in California's water system to address aging infrastructure, adapt to climate change and protect water quality is needed now. This panel will explore recent historic state and federal investments, how funding is getting to water agencies, and what additional funding is needed.

Wednesday, May 10 | 1:45 PM

Advancing Conveyance

Adapting to climate change requires comprehensive solutions to maintain and diversify water supplies. Repairing and modernizing conveyance across California is fundamental to moving collected and stored water, connecting suppliers with different supply sources, transferring water, recharging groundwater and storing water for multiple purposes for long-term resilience. This panel will explore diverse conveyance efforts throughout the State and the associated benefits, challenges and lessons learned.

FEDERAL ISSUE FORUM

Wednesday, May 10 | 1:45 PM

Panelists from various federal agencies that focus on California water priorities will discuss such topics as Bipartisan Infrastructure Law implementation, drought and disaster preparedness and response.

**Check the ACWA website
for updated conference
information.**

WWW.ACWA.COM



ACWA EXHIBIT HALL

WHAT'S HAPPENING IN THE HALL

- Dedicated Exhibit Hall Hours**
 Spend one-on-one time with vendors from around the U.S. whose products and services may offer you just the right solutions for your agency.
- Tuesday Welcome Reception**
 Network with your peers and friends while visiting with vendors from across the nation!
- Wednesday Evening Reception**
 Enjoy a hosted reception in the exhibit hall!
- Thursday Prize Drawing**
 Mingle with your peers and exhibitors and win great prizes! *All raffle prizes will be drawn on Thursday and you must be present to win.* The drawing will take place at the ACWA Lounge from 9:30-10:00 AM.
- Exhibitor Demonstrations**
 Join select exhibitors for a 10-minute demonstration to learn about their products and services. Check the conference agenda for details on times and the topics of discussion.
- Fun Activities Using the Mobile App**
 Visit areas of the exhibit hall and locales all throughout conference for chances to win prizes using the conference mobile app!

EXCLUSIVE PARTNER

ACWA JPIA

2023 SPRING CONFERENCE SPONSORS

- Bartle Wells Associates
- Black & Veatch
- CalDesal
- California Infrastructure and Economic Development Bank (IBank)
- Carollo Engineers
- DN Tanks
- El Dorado Irrigation District
- HDR
- INTERA
- Jacobs
- Kennedy Jenks
- Kronick Moskovitz
- Tiedemann & Girard
- Mesa Water District
- Monterey Peninsula Water Management District
- MWH Constructors
- Nossaman, LLP
- Ohlund Management & Technical Services
- Orange County Water District
- PFM Asset Management LLC
- Rancho Water
- San Juan Water District
- Santa Clarita Valley Water Agency
- Stantec
- Todd Groundwater
- UC Davis Continuing & Professional Education
- Vista Irrigation District
- Water Replenishment District
- West Basin Municipal Water District
- West Yost Associates
- Western Municipal Water District
- Woodard & Curran
- Yuba Water Agency

★ Agenda items marked with this symbol will be recorded and available for on-demand access after the live event.

Note: Tuesday Committee meetings will not be recorded or available on-demand.

ACWA JPIA - MONDAY, MAY 8

8:30 - 10:00 AM

- ACWA JPIA Program

10:15 - 11:15 AM

- ACWA JPIA Executive Committee

11:30 - 12:30 PM

- ACWA JPIA Pre-Board Meeting Lunch

1:00 - 5:00 PM

- ACWA JPIA Board of Directors / Town Hall

TUESDAY, MAY 9

7:00 AM - 6:00 PM

- Registration

8:00 AM - 9:45 AM

- Agriculture Committee

8:30 AM - Noon

- ACWA JPIA Seminars

10:00 - 11:45 AM

- Groundwater Committee
- Energy Committee

11:00 AM - Noon

- Outreach Task Force

Noon - 2:00 PM

- Committee Lunch Break

1:00 - 2:45 PM

- Finance Committee
- Water Management Committee
- Water Quality Committee

1:00 - 3:00 PM

- ACWA JPIA: Sexual Harassment Prevention for Board Members & Managers (AB 1825)

3:00 - 4:45 PM

- Legal Affairs Committee
- Communications Committee
- Federal Affairs Committee
- Local Government Committee
- Membership Committee

5:00 - 6:30 PM

- Welcome Reception in the Exhibit Hall

6:30 - 8:00 PM

- Kronick & Water Education Foundation Hosted Reception

WEDNESDAY, MAY 10

7:30 AM - 5 PM

- Registration

8:00 - 9:45 AM

- Opening Breakfast *(Ticket Required)* ★

8:30 AM - 6:00 PM

- Connect in the Exhibit Hall

10:15 - 11:30 AM

- Attorney Program ★
- Finance Program ★
- Region Forum ★
- Statewide Forum ★
- Water Industry Trends Program ★

11:30 AM - 1:30 PM

- Connect in the Exhibit Hall
- Networking Lunch *(Ticket Required)*

1:45 - 3:00 PM

- Attorney / Finance Program ★
- Communications Committee Program ★
- Finance Program ★
- Federal Forum ★
- Statewide Forum ★
- Roundtable Talk

3:15 - 4:45 PM

- Regions 1-10 Membership Meetings

5:00 - 6:00 PM

- ACWA Reception in the Exhibit Hall

6:00 - 7:00 PM

- CalDesal Hosted Mixer
- Jacobs Hosted Mixer

6:00 - 7:15 PM

- Joint Women in Water / ACWA Foundation Hosted Reception

THURSDAY, MAY 11

7:30 AM - Noon

- Registration

8:00 AM - 9:30 AM

- Exhibitor Demonstrations
- Networking Continental Breakfast in the Exhibit Hall *(Ticket Required)*

8:30 - 10:00 AM

- Media Training

8:30 - 10:45 AM

- Ethics Training (AB 1234) - *Limited Seating*

9:30 AM - 10:00 AM

- Prize Drawings in the Exhibit Hall

10:15 - 11:30 AM

- Attorney / Statewide Program ★
- Finance Program ★
- Region Forum ★
- Statewide Forum ★
- Roundtable Talk

Noon - 1:45 PM

- General Luncheon *(Ticket Required)* ★

2:00 - 3:30 PM

- Innovation Forum ★
- Region Forum ★
- Water Industry Trends Program ★
- Roundtable Talk

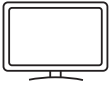
3:30 - 4:30 PM

- Closing Reception

Last modified: April 12, 2023

Registration required to attend any part of ACWA's Spring Conference & Expo, including Tuesday, May 9 complimentary committee meetings. See www.acwa.com for health & safety attendance requirements.

REGISTRATION, MEALS AND HOTEL INFORMATION SHEET



REGISTER ONLINE

Register online by **April 21, 2023** at www.acwa.com to take advantage of the advance pricing.



REGISTER ON SOMEONE'S BEHALF

Select from a list of people affiliated with your company in your account. If the registrant is not listed, you will need to create a Portal profile for the registrant through the ACWA website before registering.

GROUP SAVINGS! Register 5 individuals from the same organization, receive a 6th registration free!
(Subject to [terms and conditions](#).) Contact Teresa Taylor at TeresaT@acwa.com for more information before registering.

REGISTRATION OPTIONS <i>Advantage pricing applies to ACWA public agency members, associates & affiliates. Standard pricing applies to non-members of ACWA.</i>	ADVANCE DEADLINE: 4/21/23		ONSITE	
	ADVANTAGE	STANDARD	ADVANTAGE	STANDARD
Full Conference Registration & Meals Package SOLD OUT Includes access to all conference programs, meal functions, Exhibit Hall and access to On-demand designated conference recordings after the live conference.	\$815	N/A	N/A	N/A
Full Conference Registration Only (meals sold separately) On-demand designated conference recordings NOT included but may be purchased separately.	\$650	\$975	\$680	\$1005
Tuesday Committee Meetings Only (complimentary - must register to attend)	\$0	\$0	\$0	\$0
One-Day Conference Registration (meals sold separately) Wednesday, May 10: Includes access to Welcome Reception in the Exhibit Hall on Tuesday night, access to the Exhibit Hall and all conference programs on Wednesday only. Thursday, May 11: Includes access to the Exhibit Hall, all conference programs and the Closing Reception on Thursday only.	\$390	\$585	\$420	\$615
Guest Conference Registration (meals sold separately) Guest registration is not available to anyone with a professional reason to attend.	\$75	\$75	\$75	\$75
PRE-ORDER: On-Demand Designated Conference Recordings Only Includes on-demand access to all designated recorded sessions after the live conference.	\$230	\$345	\$230	\$345
MEAL FUNCTIONS	ADVANCE		ONSITE	
Wednesday Opening Breakfast - May 10 SOLD OUT	\$50		\$55	
Wednesday Networking Luncheon - May 10 SOLD OUT	\$55		\$60	
Thursday Continental Breakfast in Exhibit Hall - May 11	\$40		\$45	
Thursday Luncheon - May 11 SOLD OUT	\$55		\$60	

HOTEL INFORMATION

You must be registered for the ACWA conference in order to receive hotel reservation information and conference special room rate. **Conference special rate is available February 10 - April 3**, based on availability.

HOTEL & ROOM RATES

Portola Hotel & Spa \$249 per night*
Monterey Marriott \$279 per night*
Hotel Pacific \$259 per night*
Hotel Abrego \$289 per night*

*Hotel rates are subject to applicable state, local taxes & fees

HEALTH & SAFETY

Please check [ACWA's conference page HERE](#) for current health & safety mandates.

IMPORTANT DATES

The conference hotel room block opens on February 10, 2023.

Deadline for group rate is April 3, 2023

For those **registering for conference, prior to February 10**, information on how to reserve your hotel room will be provided via e-mail on February 10.

For those registering for conference from **February 10 to April 3**, your **confirmation e-mail** will include the information on how to reserve your hotel room and an opportunity to receive a conference special hotel rate.

Staff Report

Agenda Item: F-4

DATE: April 11, 2023 (April 18, 2023 meeting)

TO: Board of Directors

FROM: Rob Hillebrecht, Associate Engineer

SUBJECT: Consider Approval And Authorize The President To Sign An Agreement For Water Facilities And Service For The Annotti Landing Development.

RECOMMENDATION:

Staff recommends the Board approve and authorize the President to sign the Agreement for Water Facilities and Service for the Annotti Landing Development.

BACKGROUND:

The proposed Annotti Landing Development is a multifamily development of six lots consisting of two duplexes, four triplexes, and twelve accessory dwelling units. It is located at the southern end of Memorial Dr. and Hermosa Way bordering the Twin Oaks development. Sunnyslope County Water District intends to provide potable domestic water and fire protection water service to the development. District staff have reviewed and revised the Improvement Plans to ensure that they meet all District standards and requirements. The attached Agreement is the district's standard agreement for water facilities and service to a new development. The district currently has the capacity and ability to serve this development with potable water.

FISCAL IMPACT:

The developer will pay for all related district costs through the deposit explained in Section 5 of the Agreement, along with water capacity charges and meter set fees for each new unit. The capacity charge is currently \$13,800.00 and will be adjusted up to \$14,025 on July 1, 2023, in accordance with the Engineering News Record Construction Cost Index for San Francisco. The meter installation fee is currently \$405.00.

ENVIRONMENTAL IMPACT:

In Tentative Map No. 2020-1 City of Hollister City Planning Commission identified the project as categorically exempt from CEQA pursuant to Section 15332 class 32 in that it is an infill project in an existing residential area and is less than 5 acres.

ATTACHMENT: Agreement for Water Facilities and Service for the Annotti Landing Development

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

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

AGREEMENT FOR WATER FACILITIES AND SERVICE
FOR THE ANNOTTI LANDING DEVELOPMENT

The undersigned District declares:

Documentary Transfer Tax Exemption Pursuant to Section 11922 of the Revenue and Taxation Code and Exempt from Recording Fees per Government Code Section 27383.

THIS AGREEMENT is made this ____ day of _____ 2023, by and between the SUNNYSLOPE COUNTY WATER DISTRICT, a County Water District organized and existing pursuant to Division 12 of the California Water Code, State of California, ("District") and Annotti Landing LLC ("Developer").

W I T N E S S E T H:

WHEREAS, Developer owns and is developing the parcel(s) of land to be developed in Hollister, California (the "Development") and

WHEREAS, the vicinity map of the Development is attached hereto as Exhibit A, and a map showing the planned Development is attached hereto as Exhibit B; and

WHEREAS, Developer is proposing to construct a water system to serve the Development (the "development water system") and desires to transfer the same to the District upon completion of construction, and

WHEREAS, District is agreeable to accepting the transfer, operation, and maintenance of the development water system and to provide service on the terms provided herein and their performance by Developer;

NOW, THEREFORE, in consideration of the mutual promises and conditions in this Agreement, District and Developer covenant and agree as follows:

1. INSTALLATION REQUIREMENTS. As a condition precedent to District's acceptance of the development water system, all water facilities shall be designed, constructed and be operable to District's satisfaction. District requirements shall include, but not be limited to the following:

a. Design. Developer shall design the water facilities to District's standards and any other applicable regulatory requirements. All plans and specifications shall be prepared by a licensed civil engineer registered in the State of California.

b. Plans and Specifications. Three complete sets of plans and specifications for the water facilities shall be submitted to the District for review and consideration of approval prior to construction. Construction shall not proceed until all plans and specifications are signed with evidence of District approval and a preconstruction meeting is held between representatives of District and Developer. District review of plans and specifications shall commence after receipt of the initial deposit as provided in Paragraph 5.

c. Construction. Developer will construct within one (1) year of the date of this Agreement the water facilities as shown on the plans and specifications approved by District. Any changes to the plans and specifications must be approved in advance by the District Engineer. All work, including connections to existing facilities, shall be performed in a manner satisfactory to the District Engineer. Developer shall provide at its own expense a report by a competent soils engineer or soils laboratory, indicating that the compaction in the fills within which water facilities are to be installed is at least equal to ninety-five percent (95%) compaction and according to such specifications and standards as the District Engineer may prescribe for all or any part of the development water systems.

d. Underground Obstructions. District does not assume any responsibility or liability whatsoever during the construction of the water system facilities. Any location of underground utility lines or surface obstructions given to the Developer or placed on the project drawing by District are for the Developer's convenience and must be verified by Developer in the field. District assumes no responsibility for the sufficiency or accuracy of such information, lines, or obstructions.

e. Licenses; skill. Developer, or Developer's authorized representative (contractor) to perform the work, shall be licensed under the provisions of the Business and Professions Code of the State of California to do the type of work called for in the proposed project. District reserves the right to waive this requirement at its discretion where permitted under state statute. Developer, or Developer's contractor, shall be skilled and regularly engaged in the installation of water systems. District may request evidence that the constructing party has satisfactorily installed other projects of like magnitude or comparable difficulty.

f. Inspection. District shall have the right at any time and from time to time to inspect work in progress in the construction of the water system facilities. Developer shall provide and assure the District and its employees and any person or persons designated by it the right to inspect the development water systems and the plans, materials and work for the systems before, during and after such are installed. Developer shall be responsible for all costs incurred by the District that are associated with interim and final inspection, completion, additional construction, and testing of the system as needed or required for the approval of the water system by the District and any other regulatory agency having jurisdiction (such as the State Division of Drinking Water or California Regional Water Quality Control Board). Within the warranty period the Developer shall reimburse District for costs to correct any damages to on or off-site existing facilities related to the construction of the development water systems. Prior to the delivery of the Deed to the District, Developer shall remit to the District payment of reimbursable costs incurred for inspection, administration and plan review.

g. Testing. All facilities in the development water systems shall be tested to meet District requirements. No system or portion thereof will be accepted without meeting District test requirements.

2. PAYMENT OF FEES, CHARGES AND COSTS. Developer will pay all costs to construct the development water system and connect the system with the District's existing systems, and also will pay all sums expended by the District for engineering, legal and other services rendered in connection with the construction and connection, and will pay all fees and charges established by District as connection charges, rates for service and other comparable charges, upon being furnished with a statement of the fees and charges by the District, and prior to the District's acceptance of the development water systems.

3. BOND. Developer has furnished or shall furnish a bond, cash, cashier's check or other security acceptable to District in the sum of 10% of the Engineer's Estimate for the development water system prior to beginning of construction rounded to the nearest \$10. The Engineer's Estimate on development water system is Eighty Six Thousand Seven Hundred dollars (\$86,700.00); therefore the required bond amount is Ten Thousand Nine Hundred Twenty dollars (\$8,670.00). These sureties shall be satisfactory to the District Board of Directors to guarantee the faithful performance of the terms of this Agreement and to guarantee the maintenance of the development water system against defective materials and faulty workmanship for a period of one year following the acceptance of the development water system by the District. They shall also indemnify the District against any costs of expenses (including the District's own labor costs) incurred by reason of failures, malfunctions, replacements, repairs or any other expenses incurred by District during the one-year period after the development water systems is transferred to the District.

4. PERMITS, EASEMENTS, LANDSCAPE COMPLIANCE.

a. Permits, Easements. Developer shall obtain all necessary local, county and state permits (including encroachment permits) for the development water system, and shall conform to the requirements of the permits, and shall arrange for applicable inspections and pay any necessary fees and deposits. Developer shall obtain all permanent and temporary easements necessary for ingress and egress to and from the development water systems for the purpose of installation, operation, maintenance, and removal of system components. Pipeline easements shall be 20 feet in width, shall be in a form approved by the District and shall be submitted/conveyed to the District in recordable form prior to District's acceptance of the development water systems.

b. Landscape Compliance. Developer shall demonstrate to the District that Developer has complied with the terms of the Model Local Water Efficient Landscape Ordinance contained in the City of Hollister Code, Chapter 15.22, adopted by the City of Hollister, and any amendments thereto and/or successor ordinances. The Developer shall comply with all other water efficiency requirements adopted by the State of California and Sunnyslope County Water District. The provisions of said ordinance are to be made available upon Developer request. Developer shall prepare and submit to the City of Hollister and the District a landscaping plan meeting the requirements of such

ordinance, which plan shall be reviewed and approved by the City of Hollister and District.

5. DEPOSIT. Developer hereby agrees to deposit in cash with the secretary of District prior to beginning of construction Three Thousand Nine Hundred Seventy dollars (\$3,970.00). This sum consists of 5% of the first \$50,000 of the Engineer's Estimate for development water system, plus 4% of the remaining amount, rounded to the nearest \$10. The Engineer's Estimate is Eighty-Six Thousand Seven Hundred dollars (\$86,700.00). This deposit shall be used by the District to pay for the District Engineer's charges for examination of plans and checking of specifications and other similar engineering charges, and the costs incidental to the inspection of the development water system, including payment of fees for legal services. If such deposit is insufficient to pay all such charges and costs, the Developer hereby agrees to pay all such charges and costs in excess of the sum so deposited prior to the acceptance of the development water system by the District.

6. TRANSFER OF SYSTEMS TO DISTRICT. Full right, title and interest in and to the development water systems installed pursuant to this Agreement is hereby granted to the District, subject to the conditions precedent of connection of the development water system with the water systems of the District and written Notice of Acceptance thereof by the District. There shall be no obligation upon the District to pay or reimburse the Developer any part of the cost of the development's water systems. Developer will execute and obtain all signatures of any other parties having any interest (including any Deed of Trust), and deliver a Deed satisfactory in form and content to District, transferring absolute and unencumbered ownership of the completed water system to the District together with all real property, interest in real property, easements and rights-of-ways (including any off-site easements or real property), and all overlying and other underground water rights that are a part of, appurtenant to, or belonging to any parcels now or hereafter served by the development water systems that are necessary or appropriate in the opinion of the District for the ownership and operation of the systems. All costs of construction of the system shall have been paid for by Developer, the time for filing mechanics liens shall have expired, and the title to the water system and the interests in real property transferred shall be good, clear and marketable title, free and clear of all encumbrances, liens or charges. Developer shall pay costs of title insurance if deemed necessary by the District. All construction, including final inspection punch list items must be completed prior to transfer, and the transfer shall not be completed until the Deed transferring the water system has been formally accepted by the District. After

transfer, the District shall own and be free in every respect to operate and manage the water system and to expand, improve, or interconnect with adjacent facilities, as it deems appropriate.

7. AS-BUILT PLANS, SPECIFICATIONS, VALUES, ETC. Developer shall, as its obligations under this agreement and as a condition of District's acceptance of the system, provide to the District:

a. A complete and final set of As-Built blueprints and AutoCAD digitized files for the entire development water system, satisfactory to the District General Manager, together with a copy of the specifications and any contract documents used for the construction of the water system.

b. A complete, detailed statement of account, satisfactory to the District, of the amounts expended for the installation and construction of the system, with values applicable to the various components thereof, together with a list of any other materials and equipment (and their values) being transferred.

8. ACCEPTANCE AND SERVICE BY DISTRICT. Provided that Developer complies with the provisions of this Agreement, District will accept the water facilities constituting the development water system, and will provide water services to the Development upon completion and proof supplied to District of the installation thereof, full payment of all costs thereof by Developer and certification by the District Engineer that the development water systems meet the standards and specifications required by District for water systems installed for or by the District. The District will provide water service only in accordance with all rules and regulations of the District, including the Developer's prepayment of applicable connection fees, capacity charges, and service charges. District's agreement to supply water services is further conditioned upon the following:

9. INSURANCE. Developer or Developer's authorized representative to do the work shall maintain and be responsible for subcontractors and outside owners or operators of equipment maintaining the following coverage during the performance of the Agreement:

a. Workers' compensation or self-insurance indicating compliance with any applicable Labor Codes, acts, laws, or statutes, whether federal or state, where Developer operates, including employers' liability insurance.

b. Comprehensive general liability and comprehensive automobile liability of not less than Two Million Dollars (\$2,000,000.00) combined single limit or equivalent for bodily injury, personal injury and property damage as a result of any one occurrence.

This policy shall name the District as an additional named insured, and shall be primary and underlying to District's insurance and shall not be excess or contributing with and District insurance. Said policy shall be placed with a carrier or carriers licensed to do business in the State of California, and shall cover Developer's contractual liability to District. A certificate of insurance shall be delivered to District verifying such coverage and also showing insurance against liability for workers' compensation, and the certificate shall include a statement that thirty (30) days' written notice shall be given by the carrier to District prior to any cancellation of or material change in the said insurance. The required insurance certificates shall be delivered to the District prior to commencement of the construction.

10. NO SERVICE BEFORE COMPLETION AND TRANSFER. Developer shall not allow any occupant or person to commence operations or use of any part of the water system within the Development prior to the transfer and acceptance by District of the water system, excepting for construction purposes, without the express written consent of the District. Such consent will normally not be given, and without limiting in any way District right to refuse such consent, District may impose conditions or restrictions upon any consent to such prior service, including but not limited to the posting of satisfactory surety to assure the completion and transfer of the water system within a period of time specified by District.

11. WARRANTIES. Developer hereby warrants that as of the time of District's acceptance of the development water systems, such systems and all components thereof will be in satisfactory working order and quality, will have been constructed and installed in compliance with specifications and as-built plans being provided to District and in accordance with applicable requirements of any governmental agency having jurisdiction, and that the system will operate in good and sufficient manner for the purpose intended for not less than one (1) year after date of transfer and Developer shall indemnify District for any costs or expenses (including District's own labor costs) incurred by reason of failure, malfunction, replacements, repairs or any other expenses incurred by District during the warranty period.

12. CONTINUING EFFECT. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties hereto.

13. TIME OF ESSENCE. Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT. This writing contains the entire agreement of the parties with respect to the matters contained herein.

15. MODIFICATION. This Agreement shall not be modified except by an agreement in writing, signed by the party against whom the enforcement of any change, modification or discharge is sought.

16. ASSIGNMENT. Developer shall not assign this Agreement or any interest herein or hereunder without the prior written consent of the District, which consent shall not be unreasonably withheld.

17. TERMINATION. By written notice to the Developer, the District may terminate this Agreement for water service in the event that the Developer fails to perform any of the terms, covenants or conditions contained herein, or that emergency drought measures require the cessation of new water meter connections or services within the District, or other unforeseen circumstances limit either the capacity or ability for the District to provide water services.

18. WAIVER. A waiver by either party of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement.

19. INDEMNITY. Developer shall protect, defend, indemnify and hold harmless the District and its Board of Directors, officers, employees and agents from any and all liability and claim for damages by reason of any injury to any person or persons or property of any kind from any cause or causes whatsoever in any way connected with or relating to the obligations or performance of Developer under the terms of this Agreement.

20. NEGOTIATED AGREEMENT. This Agreement has been reached through negotiation between the parties. Neither party is deemed the party which prepared the Agreement within the meaning of Civil Code section 1654, or case law thereunder.

21. ATTORNEYS' FEES. In the event of a lawsuit or other proceeding to enforce or interpret this Agreement, or the parties' performance hereunder, the prevailing party shall be entitled to

reasonable attorneys' fees and costs, including the costs and fees of experts engaged for the proceedings, in addition to any other relief granted. The phrase "prevailing party" shall be construed in accordance with California law.

22. SPECIAL TERMS.

a.) The Developer is prohibited from installing Self Regenerating Water Softeners (SRWS). The Developer may install water softeners recharged by portable cartridges supplied by service providers such that the brine solution resulting from a SRWS recharge is not discharged into the City of Hollister sewer system. It is understood by both the District and the Developer that the area will be served primarily by soft surface water, but under rare circumstances may receive harder groundwater.

b.) Developer must have conformed to and followed the most updated District regulations and requirements with regard to drought at the time of the system transfer. This may include but is not limited to additional fees, efficiency requirements, landscaping limitations, or more.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the date and year first above written.

"District"

SUNNYSLOPE COUNTY WATER DISTRICT, a public corporation

Dorothy Brown
President, Board of Directors,
Sunnyslope County Water District

ATTEST:

Drew A. Lander
General Manager/District Secretary

"Developer"
Annotti Landing LLC

Roger McDonald

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN BENITO

On _____, 20____, before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF SAN BENITO

On _____, 20____, before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
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STATE OF CALIFORNIA
COUNTY OF SAN BENITO

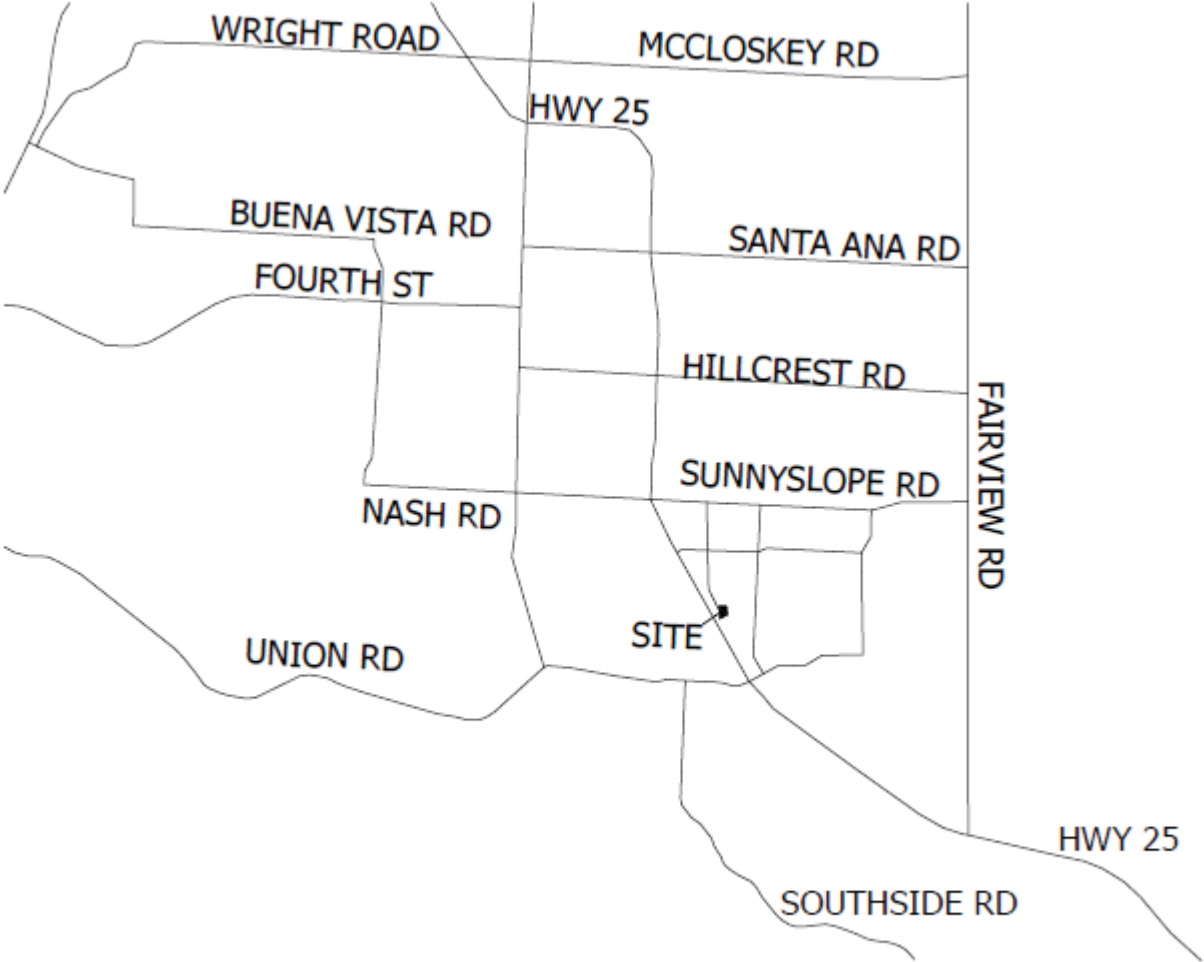
On _____, 20____, before me, _____,
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the
person(s) whose name(s) is/are subscribed to the within instrument
and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

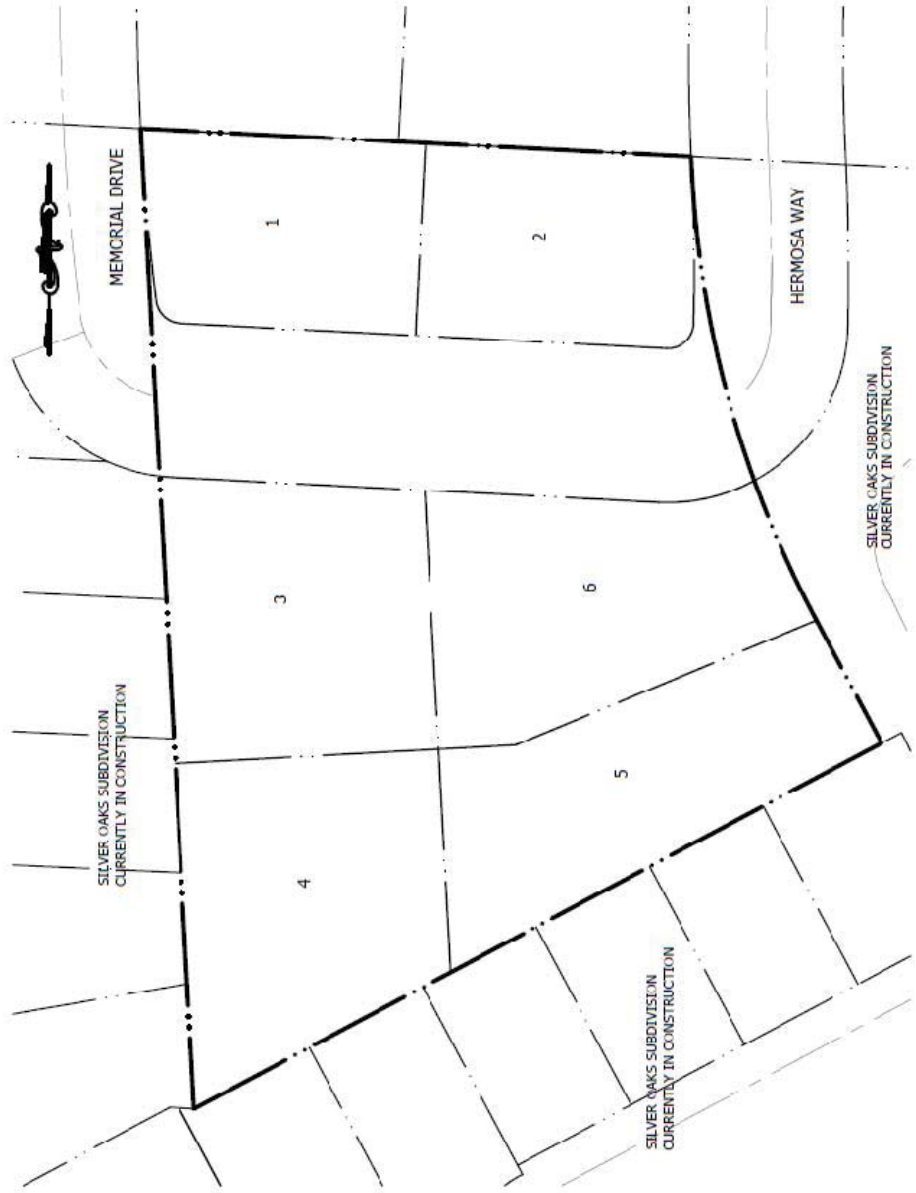
Signature _____ (Seal)

EXHIBIT A
(Vicinity Map of Development)



VICINITY MAP

EXHIBIT B
(Map of Development)



Staff Report

Agenda Item: F-5

DATE: April 13, 2023 (April 18, 2023 Meeting)

TO: Board of Directors

FROM: Drew A. Lander, General Manager; Deej Burbank, Crew Chief

SUBJECT: Authorize The General Manager To Purchase A New Green Climber LV300PRO And Flatbed Utility Vehicle Trailer At A Total Cost Not To Exceed \$116,000.

RECOMMENDATION:

Authorize the General Manager to purchase one new Green Climber LV300PRO and a Flat bed utility Vehicle Trailer for a total cost not to exceed \$116,000

BACKGROUND:

Sunnyslope County Water District performs easement maintenance and vegetation control for several properties throughout the District. Presently the district performs vegetation control using manual staff labor, contracted manual labor, herbicides, and through shared labor partnerships with other agencies. The exceptionally wet season this year has brought to the attention of management the concern that vegetation control will need to be completed in a more timely manner and at times when herbicides cannot be applied.

The City of Hollister purchased two Green Climber tracked rotary mowers and staff have been able to observe the operation of the equipment to gain consensus that this equipment increases employee safety and the efficiency of weed maintenance. The LV300PRO is a radio-controlled tractor allowing staff to operate the tractor from a safe distance. Some of the benefits of increased safety are:

- Staff can operate up wind from the mowing to avoid dust and allergens.
- Staff can operate equipment on slopes while standing safely uphill of the equipment.
- Staff can operate equipment in the rain or wet conditions where weed-eaters or conventional mowers would be dangerous.
- Staff can effectively mulch weeds and larger brush in place of herbicide use. This allows the district to perform work adjacent to residential neighborhoods without using chemical weed control.
- The tracked vehicle is stable in all relevant terrain within the district.

The LV300PRO will become a valuable maintenance tool for the district and if maintained properly it will exceed 15 years of regularly scheduled vegetation maintenance. The purchase

proposal includes the mowing deck, the standard flail mower attachment, and the advanced Forestry flail mower attachment for heavy duty vegetation management. Additionally, a flatbed trailer is proposed with this purchase and will be needed to transport this equipment. A flatbed trailer is already a planned purchase to allow staff to transport other district equipment so this purchase will serve the other needs of the district as well.

Staff have considered purchasing a flail mower for the Kabota tractor used at the Ridgemark wastewater plant however the cost of a mower attachment, trailer is over \$40,000 and the Kabota is not nearly as versatile as the LV300PRO. Additionally, this purchase will be accomplished using Sourcewell public procurement pricing contracts, which is a publicly bid contract certifying the best pricing for the equipment.

FINANCIAL IMPACT:

The fiscal impact of purchasing and equipping is a one-time cost of \$95,183.30 plus the purchase of a flatbed to transport the equipment at a cost of \$18,000. The annual maintenance is estimated at \$1000 annually while savings on herbicide purchases are expected to range from \$5000 - \$10,000. Herbicide application requires two staff members to perform. The tractor will require only one staff member to deploy and operate. Operational savings are expected to range from \$10,000 to \$20,000 annually which provides an ROI of 5.8 years, however the reduction in employee risk is significant. One serious injury using hand tools or while operating a riding tractor on steep slopes can cost the district significantly.

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. However, the reduction in herbicide use by mowing is environmentally important.

ATTACHMENTS: Green Climber Equipment Quote

JESSE MACK COMPANY

A Green Climber Distributor

QUOTE

Date	4/12/2023
Quote No.	559

P.O. Box 7600
 Visalia, CA 93290

Certified Small
 Business #1795145

Phone (559) 622-9911
 Fax (559) 622-9939

cindy@jmackenterprises.com
 www.jmackrentals.com

Sunnyslope County Water District
 drew@sunnyslopewater.org
 831-637-4670

Phone 831-637-4670
 Fax

Attention:	Drew Lander
------------	-------------

Description	Price	Total
Green Climber LV300 PRO (BODY ONLY)-Remote controlled machine with high profile tracks. Extendable undercarriage (45" to 61") . Hydraulic side shifting of accessory +/- 16", Yanmar water cooled 3-cylinder diesel engine. 25hp	57,370.00	57,370.00T
TXL-115 Standard Flail LV300 - Flail mower head for LV300 PRO, optional with swinging hammers or bent flail blades	8,274.00	8,274.00T
UT-100F - LV300 PRO Forestry Flail - Forestry rotor and 360 hammers,hydraulic motor, fast coupling hydraulic lines.	15,119.00	15,119.00T
Finish Mower (Rotary) LV300 - Lawn Mower with 48" Cutting Width with Side Discharge.	7,164.00	7,164.00T
Estimated Shipping	5,000.00	5,000.00

****Sales Tax is Based on San Benito County****
 -Any tax in excess of 8.25% is the Responsibility of the Purchasing Party-

Subtotal

Sales Tax (8.25%)

Total

Signature _____

JESSE MACK COMPANY

A Green Climber Distributor

QUOTE

Date	4/12/2023
Quote No.	559

P.O. Box 7600
Visalia, CA 93290

Certified Small
Business #1795145

Phone (559) 622-9911
Fax (559) 622-9939

cindy@jmackenterprises.com
www.jmackrentals.com

Sunnyslope County Water District
drew@sunnyslopewater.org
831-637-4670

Phone 831-637-4670
Fax

Attention:	Drew Lander
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Description	Price	Total
Please Note - Sourcewell Pricing		
Green Climber Sourcewell Contract #070821-GCL		
Sunnyslope County Water District Sourcewell Contract #71726		

Subtotal	\$92,927.00
Sales Tax (8.25%)	\$7,253.98
Total	\$100,180.98

Signature _____







Green Climber of North America, Inc. Sourcewell Equipment & Accessories Price List




411 Rockwell Ct.
 Burr Ridge, IL 60527
www.greenclimberna.com
info@greenclimberna.com
 #MDWBOLDLY

Pricing below effective May 1st, 2022. Sourcewell Specialty municipal pricing must be quoted as provided. For questions regarding State and Federal Contracts, please contact your Green Climber Distributor. Prices are subject to change due to changes in the global economy, raw materials, or Euro currency fluctuations. For unlisted or specialty items, please call us at +1 708-354-2171 or email: info@greenclimberna.com

Last Updated: Nov 29th 2022

Item Code	Model	Description	Retail Price	Sourcewell
3180170010	 F-23 80	The F-23 80 remote controlled tracked rotary mower with 23 Hp Kawasaki Gasoline Engine. Operating Grade Up to 60 degrees, all directions, Dual Rotary Blade Cutting, Bi-Directional Operation, 4-6 Mph Ground Speed, Machine weight 1,036 lbs. 5 Gallon Gasoline Fuel Tank, 500 Foot Remote Range, Cutting width: 31.5 Inches. Remotely Adjustable Deck: 1-5 Inches	\$46,970.00	\$44,621.50
3180120017	 F300 PRO	The F300 PRO remote controlled tractor WITH tracks and FLAIL mower, FIXED 45.5" wide undercarriage, Yanmar 3TNV80F water Cooled 3 cylinder Diesel Engine 25hp & 69Nm. F300 PRO comes preassembled with flail.	\$58,316.00	\$55,400.20
3180150006	 LV300 PRO	The LV300 PRO BODY ONLY: Remote Controlled machine with high profile tracks, extendable 45" to 61" undercarriage, hydraulic side shifting of accessory +/- 16", Yanmar 3TNV80F water cooled 3 cylinder Diesel Engine 25hp & 69Nm	\$60,390.00	\$57,370.50
3TXLD00000	TXL-115 Standard Flail LV300	Flail for the LV300 PRO, optional with swinging hammers or bent flail blades	\$8,710.00	\$8,274.50
3180140013	TSE-120 Finish Mower	TSE-120: Rotary Style Lawnmower width 48" with side discharger (LV300 PRO Size)	\$7,542.00	\$7,164.90
2UT1000100V	UT-100F Hammer Flail	UT-100F: Forestry Flail for the LV300 PRO with forestry rotor and 360 hammers, hydraulic motor and fast coupling hydraulic line	\$15,915.00	\$15,119.25
3180120053	 LV600 PLUS	The LV600 BODY ONLY: Remote controlled machine with tracks and extendable 51" to 70" undercarriage, hydraulic side shifting of accessory +/- 16", Kohler KDI1903 TCR Liquid Cooled 3 cylinder Diesel Engine 56hp & 225Nm NEW: The IMET LED Screen Remote-Control STANDARD	\$94,550.00	\$89,822.50
3180140072	TE-130 MDB Standard Flail LV600	TE-130 MDB: 54" Reinforced Flail with 360° rotation flail teeth, fixed safety lid, hydraulic motor and quick-connect fast coupling hydraulic lines	\$12,840.00	\$12,198.00

Item Code	Model	Description	Retail Price	Sourcewell
3180140057	UT-125F Forestry Flail	UT-125F: Agrimaster Flail Mower with forestry rotor and hammers 360° rotation, with hydraulic motor, and fast coupling hydraulic line	\$17,133.00	\$16,276.35
3180140027	TF-130 MDB Forestry Head	TF-130 MDB: 54" Forestry shredder with fixed carbide teeth, with hydraulic motor, and fast coupling hydraulic line	\$27,690.00	\$26,305.50
3180140037	CS-130 Tiller PLUS	54" Hydraulic Powered Tiller Attachment for LV600 PLUS	\$9,954.00	\$9,456.30
3190300005	CR-14 Snow Blower	56" Wide Rotary snowblower with Hydraulic remotely rotating shoot	\$15,181.00	\$14,421.95
3190300004	LSI-1300 Snow Blade	79" wide snow blade/pusher	\$6,298.00	\$5,983.10
3180140034	FTR-400 PLUS Stump Grinder	16" Diameter Disk Blade Hydraulic Stump Grinder for LV600 PLUS	\$12,435.00	\$11,813.25
3190040002	BN-51 Tipping Bucket	51" Wide hydraulic powered tipping loader bucket	\$6,341.00	\$6,023.95
3180140008	TSE-180 Finish Mower Deck	70" Wide, Front Mount rotary style finish mower with side discharger	\$8,547.00	\$8,119.65
3180140043	K2 2100 Plus Flail	82" Extra Wide Agrimaster flail head	\$15,552.00	\$14,774.40
3180140064	Post Mower	Articulating Rotary Post Mower with hydraulic blade controls for the LV600 PLUS	\$12,467.00	\$11,843.65
3190350004	Protection Kit	Reinforced Body Protection Kit for the Green Climber LV600 PLUS	\$6,544.00	\$6,216.80
3AG1901000	Recovery Winch	Winch complete with winch bracket, chord and electrical system	\$2,749.00	\$2,611.55
1520030047.2	Spiked Tracks LV600	CM230X72X52 K3 Rubber Tracks with Spikes (priced for one set)	\$4,631.00	\$4,399.45
31180120033		The LV800 BODY ONLY Remote controlled machine with tracks and extendable 61" - 75" undercarriage, hydraulic side shifting of accessory +/- 20" , Kohler KDI2504 TCR Liquid Cooled 3 cylinder Diesel Engine 75hp & 300Nm equipped with remote control recovery winch (3AG1901000) *** PROTECTION PACKAGE PROVIDED AS AN ADDITIONAL ACCESSORY ***	\$124,349.00	\$118,131.55
3180140020	TF-150 MDB Forestry Head	TF-150 MDB: 60" Forestry shredder with fixed carbide teeth, hydraulic motor, and fast coupling hydraulic line	\$29,890.00	\$28,395.50
3180140053	UT-150 K Flail Head	60" Agrimaster Flail mower with bent flail blades, hydraulic motor, and fast coupling hydraulic line	\$15,947.00	\$15,149.65
3180140021	UT-150F Forestry Hammer Flail	60" Agrimaster Flail mower with hammer style blades, hydraulic motor, and fast coupling hydraulic line	\$19,331.00	\$18,364.45
3180140045	K2 2100 Flail LV800	82" Extra Wide Agrimaster flail head for the LV800	\$16,346.00	\$15,528.70

Item Code		Model		Description		Retail Price		Sourcewell	
3180140003	CS-135 Tiller	54" Hydraulic Powered Tiller Attachment for LV800		\$9,566.00	\$9,087.70				
3190300005	CR-16 Snow Blower	63" Wide Rotary snowblower with Hydraulic remotely rotating shoot		\$16,649.00	\$15,816.55				
3190300004	LSI-1300 Snow Blade	79" wide snow blade/pusher		\$6,298.00	\$5,983.10				
3180140038	FTR-400 Stump Grinder	16" Diameter Disk Blade Hydraulic Stump Grinder		\$13,242.00	\$12,579.90				
3190040002	BN-51 Tipping Bucket	51" Wide hydraulic powered tipping loader bucket		\$6,341.00	\$6,023.95				
3180140008	TSE-180 Finish Mower Deck	70" Wide, Front Mount rotary style finish mower with side discharger		\$8,547.00	\$8,119.65				
3190350003	Protection Kit	Reinforced Body Protection Kit for the Green Climber LV800		\$6,544.00	\$6,216.80				
1520030253.2	Spiked Tracks LV800	CM 300X72X60 Rubber Tracks with Spikes (priced for one set)		\$5,950.00	\$5,652.50				
3180160004		The Green Climber MP-100 PLUS WITH BUCKET, Mini Excavator, 22 Hp Yanmar Diesel Engine, Dry weight 2,160 Lbs, 5.5 Gallon Fuel Tank, Lifting Capacity: 950 LBS (with weight package) Lifting height: 83 inches, Ground Speed: 4.5 Mph Hydraulic Flow: 8 GPM, Clearance Height: 49 inches, Width: 41 inches, 500 Ft Radio Remote Range ACCEPTS MOST MINI EXCAVATOR ATTACHMENTS		\$56,500.00	\$53,675.00				
1260070403		WIRED RECOVERY REMOTE CONTROL M880 * UNIVERSAL FOR ALL GREEN CLIMBER MODELS * The Recovery remote connects to the machine using a tether chord. This remote is an emergency back up for instances that the original remote is lost or broken. No radio frequency needed.		\$1,186.00	\$1,126.70				
Electric Models & Accessories									
Item Code		Model		Description		Retail Price		Sourcewell	
RAY-B-TORPEDO		The Raymo Torpedo is a Fully Electric Powered Remote Controlled Mower, with battery monitoring system, 4WD, equipped with RA150, 50.4 Volts of Operating Voltage, 15 AMP Output, 350Ft Remote Control Range, Average Dimensions with attachment: 80" x 45" x 21 Height.		\$17,456.25	\$16,625.00				
RAY-B-CFG-AT	Add-on	Optional All Terrain Wheels - Provided by OEM		\$498.75	\$475.00				
RAY-B-ACCY-HEADLIGHTS	Add-on	Optional Headlight Set for Torpedo Body - Provided by OEM		\$313.50	\$209.00				

Item Code	Model	Description	Retail Price	Sourcewell
RAY-B-R42FLEX	R42FLEX Mower Deck	R42FLEX - 42" Reinforced Flex Rotary Style Mower Deck for the Raymo Mower	\$6,284.25	\$5,985.00
RAY-B-R52TURF	R52TURF Mulcher Deck	R52TURF - 52" Reinforced Heavy Mower Deck for the Raymo Mower	\$7,481.25	\$7,125.00
RAY-B-R48CRAFT	R48CRAFT Mulching Deck	R48CRAFT - 48" Reinforced Mulching Mowing Deck for the Raymo Mower	\$8,478.75	\$8,075.00
RAY-B-S46FLORIS-S	S46FLORIS Single Section	S46FLORIS - 46" Single Action Reinforced Mowing Deck for the Raymo Mower	\$6,683.25	\$6,365.00
RAY-B-S46FLORIS-D	S46FLORIS Dual Action	S46FLORIS - 46" Dual Action Reinforced Rotary Mowing Deck for the Raymo Mower	\$7,481.25	\$7,125.00
RAY-B-CART-EL-150	150Ah Drive Cartridge	Electric drive Cartridge (incl. 150Ah powerpack)	\$11,271.75	\$10,735.00
RAY-RA150	150Ah Powerpack	Replacement powerpack 150Ah (w/out Drive Cartridge)	\$10,473.75	\$9,975.00
E2170	Charger 110-220V / 15A	Spare standard charger 110-220V / 15A	\$648.38	\$617.50
RAY-CHG-25A	Fast charger 110-220V / 25A	Optional fast charger 110-220V / 25A (compatible with CAN powerpacks only)	\$1,346.63	\$1,282.50
RAY-CHG-50A	Fast charger kit 110-220V / 50A	Optional fast charger kit 110-220V / 50A (compatible with CAN powerpacks only)	\$2,892.75	\$2,755.00
RAY-S-RAYLINK-12M	RAYLINK TELEMETRY	RAYLINK TELEMETRY Digital Monitoring Annual Subscription (free within TORPEDO warranty)	\$633.15	\$603.00
Extended Warranties available. Contact your territory salespersons for details.				

Staff Report

Agenda Item: F – 6

DATE: April 12, 2023 (April 18, 2023 Meeting)

TO: Board of Directors

FROM: Drew A. Lander, General Manager

SUBJECT: Consider Adoption Of Resolution No. 591 Declaring Sunnyslope Water District's Intent To Pursue Local Water Systems Consolidation And Authorizing The General Manager To Contract With The Wallace Group To Perform Pipeline Design

RECOMMENDATION:

Sunnyslope staff asks the Board to support the effort detailed in this staff report, to proceed with the intent to accept State grant funding to actively pursue the annexation of the identified small community water systems and to begin the annexation application with LAFCO.

Staff recommends the Board adopt resolution no. 591 recognizing support for small water system consolidation and declaring Sunnyslope Water District's (Sunnyslope) intent to pursue local water systems consolidation, including the authorization to begin pipeline design of the John Smith Road transmission line.

BACKGROUND:

On June 24, 2015, Governor Brown signed Senate Bill 88 (Statutes 2015, Chapter 27), authorizing the State Water Board to require systems that consistently fail to meet water quality standards to consolidate with, or obtain service from, a public water system. In the event a failing water system supplies a financially disadvantaged community, the State has mechanisms to force consolidation with larger more established public water agencies. The recent drought has brought attention to several local water systems which lack drought resiliency and who have water quality issues. Within the 2 miles to the Southeast of Sunnyslope there are four smaller community water systems. Best Road Mutual Water Company (BRMWC), Venture Estates Mutual Water (VEMW), Stonegate CSA No. 31 (Stonegate), and Tres Pinos Water District (TPWD) collectively serve approximately 300 local residents presently afflicted by varying degrees of low-quality potable water. Failing well water production during times of drought and water contaminants such as arsenic, elevated salinity and chromium 6 levels are some of the water problems these water systems are currently experiencing.

The water systems identified do not collectively serve disadvantaged communities however the State Department of Water Resources (DWR) and the State Department of Drinking Water (DDW) have in some cases initiated enforcement actions to force water investment improvements. The BRMWC is an example where a community water system has experienced State corrective enforcement with several

months of boil water notices due to the presence of E.coli and also arsenic levels that make their water unsuitable for sustained consumption.

Presently the EPA and the State water agencies have advertised drought resiliency funding, water system consolidation funding, and federal community assistance grants that can be leveraged to accomplish voluntary water system consolidation. Sunnyslope is a partner in the Hollister Urban Area Groundwater Water Management Plan and also in the regional San Benito Urban Areas Water Supply and Treatment Management Plan which has strengthened water resources throughout the Hollister area. As a result of active water management efforts and strong fiscal responsibility the Sunnyslope Water District is recognized as the most probable “Functional water system” with the capability, resources and expertise sufficient to accept subsumed water systems and provide title 17 compliant potable water. In 2021 DDW approached Sunnyslope management to inquire about the possibility of consolidation. Since that time many planning discussions have occurred and Sunnyslope began working with BRMWC, the County, DDW and an engineering consultant to identify feasibility for consolidation. More recently, BRMWC has applied for and received a \$2.253M grant to install piping infrastructure to connect to the Sunnyslope well water distribution system. Additionally the water systems of Stonegate and TPWD have received a grant award notification of \$13.2M which requires a community match of approximately \$4M. These grant awards are significant, and they demonstrate both the confidence that State regulators have in the ability of Sunnyslope to be a regional water purveyor and in the desire for smaller community water systems to take advantage of economies of scale to ensure safe water is available to all members of a community. All funding has a 3yr expenditure window, so these grants are time sensitive and require urgency in our execution.

The current projects detailed in the grant awards include:

- Execute a water purchase agreement between Sunnyslope and San Benito County Water District (SBCWD) to purchase spot market water to offset water volumes anticipated to be delivered outside of Zone 3 and Zone 6.
- Complete a LAFCO annexation of the service areas inclusive of BRMWC, Stonegate, and TPWD.
- Install Fairview Road water service intertie.
- Install 8-inch water main on John Smith Road from Fairview Road to BRMWC’s Well on Heatherwood Dr., approximately 4,500 ft.
- Decommission BRMWC wells.
- Install 12-inch water main from Fairview Road through what is currently an open field (proposed road to serve a future residential development and college, currently in plan check with the County of San Benito), through Harbern Way, south of Best Road, east on Foxhill Circle to the BRMWC tank, approximately 8,500 ft.
- Replace the existing 122,000 gallon storage tank with 275,000 gallon storage tank.
- Abandon 6-inch water main in Best Road and Foxhill Circle
- Install level control valving on BRMWC tank.
- Install SCADA monitoring panels with electrical service.
- Complete well head #5 Electrical service upgrade, VFD installation, and SCADA upgrade

- Complete pipe testing and repair of donated RCP along Fairview
- Replace 48 Meters with electronic read meters.
- SSCWD acceptance of all existing BBMWC easements and historic infrastructure.
- Construct 8" water service main from Best Road to Stonegate subdivision.
- SSCWD acceptance of all existing BBMWC easements and historic infrastructure.
- New 12" PVC pipe connection between Sunnyslope Well #8 and Sunnyslope Well #5 approximately 3300 ft.
- Connection of 12" BRMWC tank service main to Tres Pinos/Stonegate at Elementary School using 8" PVC approximately 10,000 ft.
- Connection of Stonegate Water Tank to Tres Pinos with 8" PVC approximately 3100 ft.
- Closing of Tres Pinos Loop with 6" PVC approximately 775 ft.
- Abandonment of Tres Pinos well.
- Abandonment of Tres Pinos Tank.
- Replacement of Tres Pinos water meters.
- Replacement of Stonegate water service connections.
- Replacement of fire hydrants in BRMWC.
- Intertie connection between Venture Estates and BRMWC.
- VFD installed for SSCWD Well #8.
- Abandonment of 2" water service to Tres Pino Elementary school.

To be successful in this consolidation several items will be returned to the Sunnyslope Board for approval in the following 3 years. The Board will be asked to:

- **Approve a water purchase agreement between Sunnyslope and SBCWD.**
- **Approve Design and Construction management contracts for project completion.**
- **Certify a CEQA analysis in three parts when available. The parts being 1)BRMWC improvements, 2)Venture estates pipeline and BRMWC tank replacement and 3)Stonegate/Tres Pinos pipeline.**
- **Initiate LAFCO Annexation proceedings.**
- **Approve for bid construction contracts.**
- **Accept all existing infrastructure, easements and assets of all subsumed water systems.**

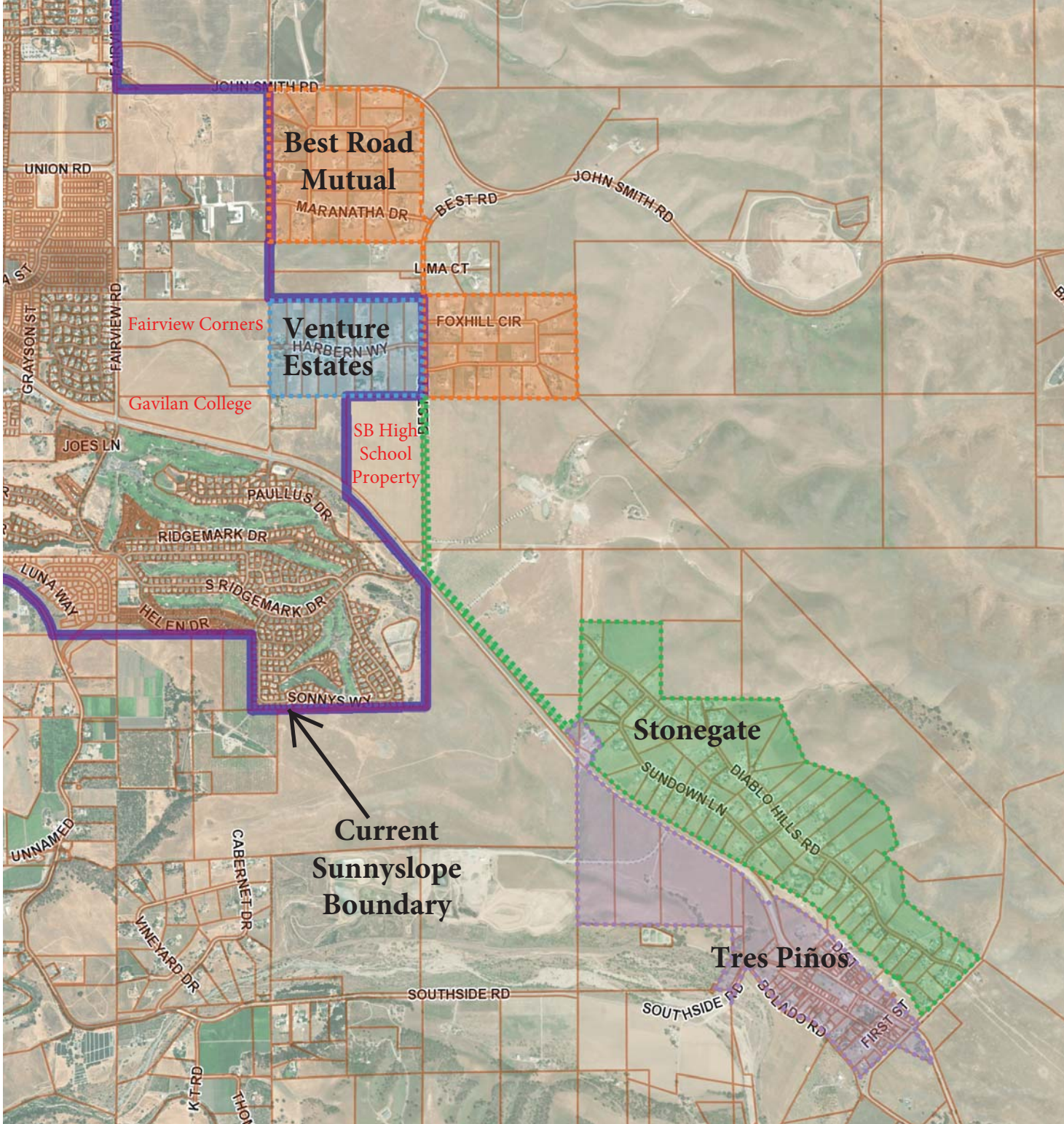
FINANCIAL IMPACT:

The financial impact of the resolution action is only associated with the John Smith Road Pipeline design. The contract expenditure is not to exceed \$203,250 which is fully reimbursable to the district once BRMWC has approved the grant funding to be administered by Sunnyslope. This approval is expected within the next 30 days however time is of the essence. To remain on schedule the survey crew must begin working immediately. The estimated unsecured expenditure in the next 30 days will not exceed \$40,000. If for any reason BRMWC declines to proceed the design work for the John Smith Pipeline will be terminated. The request to approve a water purchase agreement with SBCWD is dependent on water delivery which will be reimbursed through water sales, so no financial impact is accrued at this time. All improvements that do not directly benefit the Sunnyslope water system will be funded and paid for by the respective community water systems through grants, low interest loans or other direct funding.

ENVIRONMENTAL IMPACT:

The proposed action is not a project as defined by the California Environmental Quality Act per Article 20, Section 15378 because the proposed resolution provides direction to the General Manager to act on behalf of the district to continue feasibility evaluation, design and to negotiate agreements. This action will result in a comprehensive project which will require detailed CEQA evaluation. CEQA certification of proposed project components will be presented when complete for Board certification and approval.

ATTACHMENTS: Map of Consolidation Districts
Raftelis Water Rate Recommendation Memo – BRMWC
The Wallace Group - John Smith Road Waterline Proposal
Resolution No. 591 – Intent to Consolidate



MEMO

To: Drew Lander, General Manager
From: Theresa Jurotich, Project Manager
Date: March 28, 2023
Re: Best Roads Analysis- FINAL

Message:

Sunnyslope County Water District (District) has the opportunity to annex the Best Roads Mutual Water Company (Best Roads) customers into its service territory. If Best Roads agrees to the annexation, it will receive approximately \$2.2 million in grant funding to help cover the cost of connecting to the District and for any upgrades needed by the District to connect the 48 annexed customers. Raftelis understands that the grant funding is contingent upon the annexation; therefore, if Best Roads continues to operate, it will have to pay out-of-pocket for any capital upgrades to its water system. The District has hired Raftelis to 1) estimate the cost of serving the annexed customers compared to serving its existing customer base and 2) opine on any buy-in to the District's water system.

Summary:

The following analysis recommends that Best Roads fund, through a State Grant, all identified improvements to connect to the District's Well #5. The District will fund, as budgeted, to complete those improvements to bring Well #5 online to the Best Roads connection point at John Smith Road. Water rates between the District and the Best Roads customers are sufficiently similar to allow monthly water charges to be homogenous and does not require a special rate. Raftelis recommends that the District and Best Roads sufficiently inspect and value the donated assets' depreciation, and through a contract agreement, determine the buy-in value to transfer liability and ongoing maintenance of existing trunklines and laterals to the District.

Estimated Cost and Cost Comparison

Raftelis has developed a \$/acre-foot (AF) unit cost for the users of the irrigation system and well based on information provided by the District. This unit cost can be used to compare against the existing system costs to determine if the annexed customer can be charged the same rate as existing customers (i.e., no need for a special rate) and to compare versus Best Roads current rate schedule.

Best Roads has 48 customers that use approximately 25 AF per year (or 10,890 hundred cubic feet (hcf) per year). Usage for these customers is forecast to remain flat. The District currently has about 15 AF of use on the irrigation system that is expected to grow to 18 AF in the short-term. For this comparison, Raftelis has

presumed that existing customer usage will be 15.5 AF in FY 2025, the year that the Best Road customers are expected to be connected to the District’s system. This brings the total estimated usage of the water irrigation system to 40.5 AFY.

Since the Best Roads customers are outside San Benito County Water District’s Zone 6, the District will have to purchase spot market water to meet the annexed customers’ needs. Additionally, the District will incur well maintenance, materials, and labor costs. Table 1 shows the calculation of estimated O&M cost for the water irrigation system. The District estimated the spot market price at \$2,000/AF. Raftelis has escalated that similarly to the anticipated escalation in San Benito County Water District M&I rates. Salary is escalated at 6 percent per year and general inflation at 6 percent in FY 2024 dropping back to the long-term average of 3 percent in FY 2025. These inflation factors are based on discussions with District staff. The estimated O&M cost in FY 2025 is almost \$194,000, of which almost \$142,000 is attributed to the annexed customers. This cost estimate does not include any administrative costs such as billing, meter reading, and customer service.

Table 1: Estimated O&M Cost

O&M Expenses	FY 2023	FY 2024	FY 2025
Spot Market Escalation		8%	7%
Salary		6%	6%
General Inflation		6%	3%
Spot Market Unit Cost, \$/AF	\$2,000	\$2,160	\$2,311
Amount of Purchased Water, AF	0	0	25
Purchased Water Cost, \$	\$0	\$0	\$57,775
Well Maintenance Labor, \$/hr	\$90	\$95	\$101
Well Maintenance Hours	1,020	1,020	1,020
Well Maintenance Labor Total		\$96,900	\$103,020
Well Maintenance & Materials	\$30,000	\$31,800	\$32,754
Total O&M		\$128,700	\$193,549

Taking the FY 2025 cost divided by the anticipated 40.5 AF usage results in a blended unit price of \$4,779/AF (\$193,549/40.5 AF) excluding administrative costs. When the O&M cost is allocated on the basis of water use, 62 percent to the annexed use, the annexed portion of the estimated FY2025 cost is \$141,586 (62% of \$103,020+62% of 32,754 + \$57,775) or \$5,663/AF (\$141,586/25 AF). Additionally, capital costs associated with the annexed area need to be considered as shown below.

Buy-In

The District will incur capital costs to connect the Best Road Mutual Water Company customers to its water system as shown in Table 2. The costs provided have been inflated presuming 5 percent per year inflation. Grant funding, totaling \$2.2 million, is anticipated if Best Roads is annexed by the District to help cover these costs. The District will incur an additional \$750,000 - \$1M in improvements to bring the irrigation system up to the desired operating standards.

Another consideration is that the Best Roads assets are fully or close to fully depreciated, according to the District. Therefore, Raftelis recommends that the District and Best Roads analyze the condition and salvage

value of the existing Best Roads assets. Then they can use a contracting mechanism to negotiate a buy-in to the system.

Table 2: Annex Connection-Related Capital

Water Irrigation System	FY 2023	FY 2024	FY 2025
John Smith Road 8" Irrigation Line	\$200,000	\$300,000	
LAFCO Annexation		\$80,000	
Fairview Corners 12" Irrigation line			\$1,000,000
Best Road Tank Improvements			\$80,000
Fairview Corners 6" Blended Water Line - Harburn Way			\$350,000
Best Road Meter Replacement			55000
Total, Uninflated	\$200,000	\$380,000	\$1,485,000
Total, Inflated	\$200,000	\$399,000	\$1,637,213

The estimated total expenses (e.g., O&M, debt, capital, meeting reserve balances, meeting coverage ratios) of the District’s existing water system in FY 2025 is \$16 million. The estimated usage is 2,661 AF. This results in an estimated unit cost of the existing system in FY 2025 of \$6,033/AF. This unit cost is approximately 20 percent higher than the estimated blended unit cost of the water irrigation system and 6 percent higher than the annex-only unit cost before considering capital costs of the annexed area. Given this comparison, and to avoid administrative costs related to tracking two different systems, Raffelis recommends that the Best Roads customers be billed at the same rates as the District’s existing customers.

December 22, 2022

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

Subject: John Smith Road Waterline

Dear Mr. Lander:

Wallace Group appreciates the opportunity to provide you with our proposal for engineering services for the above referenced project.

PROJECT UNDERSTANDING

Best Roads Mutual Water Company (BRMWC) has successfully received a \$2,253,000 grant from Department of Water Resources (DWR) for the installation of a new water main in John Smith Road to connect Sunnyslope Water District (SSWD) to BRMWC. This proposal is to provide engineering support for the design of an 8-inch PVC water main (4,500 ft) as well as grant support throughout the project. In addition, Wallace Group will provide support for the disconnection of the BRMWC wells from the water system and connection to Venture Estates Water District. This proposal is based on the grant application submitted to DWR. The upgrade to SCADA, controls, or install of the new hydro-pneumatic tank are not included in this scope of work.

The project will be for BRMWC in coordination with SSWD, with SSWD taking the management lead of the engineering and construction. Based on our discussion, the following Scope of Services has been prepared for your consideration:

SCOPE OF SERVICES

TASK 1.0: PROJECT MANAGEMENT AND MEETINGS

Task 1.1 Project Management

This task includes day-to-day coordination of project activities, including scheduling and budget controls, staffing needs and coordination, agency coordination, monthly status updates and reporting, and other related project management activities. This effort is based on the schedule duration of 24 months.

Task 1.2 Kick-off Meeting and Field Review

We will coordinate and attend a kick-off meeting with key Wallace Group, BRMWC and SSWD team members. This meeting can include the County if needed. We will prepare the meeting agenda and minutes for this meeting. This meeting will focus on the project objectives, scope of services, schedule, deliverables, and other components of the project so that the project direction is well defined. 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 an agenda and a preliminary list of requested items prior to the kick-off meeting to help facilitate the information collection process.

Immediately following the meeting, Wallace Group will complete a field review of the project site conditions and constraints, review condition of existing pavement, traffic conditions, observation of other utilities in the area, new pavement cuts which depict recently buried utilities, existing signage, utility poles, driveway/access issues, potential for parking, pedestrian and bicycle impacts, striping and other visible features at the surface, emergency access and other issues that can arise during construction of the Project. We will document the field investigation with photographs.



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WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

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This effort is expected to be completed on the same day as the kick-off meeting. It is estimated that this effort will take approximately four (4) hours plus travel, based on the meeting taking place in Hollister.

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, three virtual, one-hour project meetings, at the following milestones:

- 30% Design
- 60% Design
- 95% Design

Task 1.4 QA/QC

Wallace Group will provide in-house quality assurance and quality control (QA/QC) at all four of the milestone deliverable stages (30, 60%, 95%, and 100%). At each milestone, there is a comprehensive QA/QC review of project research, data, calculations, and report by senior or principal engineers within our firm. Wallace Group will also complete a constructability review by a senior member of our construction management team at the 60% design deliverable.

Task 1.5 Grant Support

Wallace Group will provide grant support as needed throughout the duration of the project. This is estimated at 2 hours per month for 24 months or 48 hours. This will be to assist with quarterly reports, discussions with DWR, or other support as needed.

Task 1 Deliverables:

- Meeting Agendas (PDF)
- Meeting Minutes (PDF)

TASK 2.0: FIELD INVESTIGATIONS

Task 2.1 Right of Way and Topographic Survey

Wallace Group will perform a topographic survey and prepare a topographic base map. The map will be prepared at a scale of 1 inch = 20 feet showing contours at one-foot intervals. In addition to contours, the map will show edge of pavements, sidewalks, fences, utility poles, trees 4-inches in diameter or larger at breast height and drip lines, brush, lane striping and other features according to standard practice.

We will also locate utility markers, surface utility lids and utility boxes along with paint marks and markers indicating underground utilities. The invert of sewer and storm drain manholes and structures will be measured assuming it can be done so safely. If the inverts of utility structures within John Smith Road or Fairview Road vehicular traveled way are needed for design purposes, traffic control may need to be required for safe access and for budgeting purposes this has not been included and will be addressed through a contract amendment if needed for safety and/or design purposes.

We will establish semi-permanent control points throughout the survey area to be used in the future for construction layout work. These control points, along with any found survey markers used to re-establish the Right of Way lines will be shown on the base map. The limit of the topographic survey area is shown in Figure 2.

Wallace Group will also provide right of way plotting of John Smith Road, Fairview Road and Heatherwood Lane. In order to delineate the right of way of John Smith Road running between Fairview Road and Heatherwood Estates we shall procure condition of title



guarantees from First American Title covering APN's 025-190-071 and 025-190-042. We shall utilize the data within these reports to map the right of way for this section of the road assuming there is a recorded easement listed therein. The remaining right of way- John Smith Road, Fairview Road and Heatherwood Lane shall be delineated as shown on the recorded subdivision maps in the areas.

Figure 1 - Area of Survey



Task 2.2 Geotechnical Investigation

Wallace Group will work with Earth Systems Pacific to complete three (3) along the water main route to obtain soil conditions and pavement condition and thickness.

Task 2.0 Deliverables:

- Right of Way and Topographic Survey Map- signed and sealed PDF via email
- Geotechnical Report (PDF)

Task 2.0 ADDITIONAL SERVICES NOT INCLUDED IN SCOPE OF SERVICES

Wallace Group can provide the following services however, they are not included in the current Scope of Services or estimate of fees:

- Legal descriptions for right of way or easement acquisitions
- Traffic Control

Task 2.0 TO BE PROVIDED BY THE CLIENT

- Copies of recorded maps and documents if needed
- County encroachment permit fees

TASK 3.0: DOCUMENT REVIEW

We will review the available existing data, reports, as-built (record drawing), and other information provided as it relates to the new water main installation. This may include obtaining data from the County. This will include the review of relevant documents including record drawings, prior geotechnical reports, and other documents available and pertinent to the utility design.

Wallace Group will provide utility research and investigation to delineate existing utilities along the various project routes. Wallace Group will request utility information from all known utility agencies in the Project area. We will follow protocol for issuance of Utility A and B letters and will provide full documentation of utility information (and responses to



letters) received by each utility agency. It is anticipated that we will not need to issue “C” letters to utility agencies for potential relocation of existing utilities in conflict with the sewer main as all sewer mains are being relocated in their original alignment. Information obtained will be used to locate existing underground utilities on the project’s base map.

At this time, Wallace Group is not proposing any utility potholing. If determined following the review of the existing utilities that potholing is required, Wallace Group will work with SSCWD to amend the contract.

Deliverables:

- PDF/scanned copies of new utility information provided by Utility Agencies
- PDF copies of correspondence (and/or forwarded emails) of utility correspondence with Utility Agencies

TASK 4.0 Plans, Specifications, and Estimate (PS&E)

Wallace Group will provide PS&E packages at four milestones, 30%, 60%, 95%, and 100% ready to bid.

Task 4.1 30% PS&E Design Package

Wallace Group will prepare a Basis of Design (BOD) Memorandum describing the project design elements, alignment, diameter and material, tie-in considerations, delineation of expected pavement sawcut/removal/replacement, service re-connections, and other key design elements for the new pipeline replacements. We assume that we will follow BRWD and County of Monterey Standards. This deliverable will include a 30% plan set (plan view only, the plans will be at 1”=20’ scale in plan), list of technical specifications, and engineer’s estimate of probable cost. The 30% design submittal assumes the following sheets:

- Title Sheet
- General Notes, Abbreviations, Legend
- Design Sheets - Plan view only (10)

We will request the written approval of this BOD Memorandum from both BRMWC and SSCWD prior to proceeding with final engineering design.

Task 4.2: 60% PS&E Design Package

Following completion of the 30% submittal, we will prepare detailed design for the Project based on the 30% design submittal and agency comments. The 60% design package will include plan and profiles of the water main. The plans will be at 1”=20’ scale in plan and horizontal profile view, and 1”=4’ in vertical profile scale. SSCWD standard plan layout and notes will be incorporated. The 60% design submittal assumes the following sheets:

- Title Sheet
- General Notes, Abbreviations, Legend
- Design Sheets (10)
- Details (4)

Wallace Group assumes the contractor will prepare traffic control plans and therefore not included in the scope of work.

Wallace Group will prepare the technical specifications for the Project. The technical specifications will be prepared in CSI format. Wallace Group will prepare a detailed bid schedule and measurement and payment (M&P) specifications. Wallace Group will compile the project specification manual appending the technical specifications produced by Wallace Group to the City’s existing boilerplate front-end documents.



Wallace Group assumes a SWPPP is not required due to project being a linear utility project.

Wallace Group will prepare an Engineer's Opinion of Probable Cost at the 60% submittal.

Task 4.3: 95% PS&E Design Package

Following completion of the 60% submittal, we will prepare the 95% detailed design PS&E package for the Project based on the 60% design submittal and agency comments. No additional sheets are anticipated, only more detail.

Task 4.4: 100% PS&E Design Package

Wallace Group will update the PS&E package based on City comments during the 95% design review and prepare a Bid Ready, 100% design package.

Deliverables:

- PDF Basis of Design Memorandum with 30% Design Drawings (Plan view only), list of technical specifications, and estimate
- PDF of 60% plans
- PDF of 95% plans
- PDF and MS Word electronic submittal of the specifications @ 60%, 95% and 100%
- PDF and MS Excel electronic submittal of the Engineer's opinion of probable cost @ 60%, 95% and 100%
- One (1) full-size copy on bond of final (100%) plans; hard copy to be wet signed and stamped; PDF shall be a scan of the signed plans
- One complete set of e-transmit AutoCAD Civil 3D DWG files of the final (100%) plans

TASK 5.0 ENGINEERING SERVICES DURING BID PHASE AND CONSTRUCTION

Wallace Group will provide Engineering Services During Bid Phase and Construction Phase. This will include attending meetings (up to 3 in-person meetings and 8 virtual meetings), answering RFIs (up to 8 RFIs), assisting with addendums and contract change orders (assumed 16 hours). It is assumed the Construction administration will be handled by SSWD or their representative. Wallace Group can provide construction administration and inspection services; however, these services are not currently included in the Scope of Work or fee estimate.

SCHEDULE

Wallace Group will complete the project per the schedule provided the grant application.

TO BE PROVIDED BY THE CLIENT

- Client shall provide the DIR Project Number for this project. To do so, the Client 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:

- Potholing



- Construction Administration
- Construction Inspection

PROJECT FEES

Wallace Group will perform the services denoted in Tasks 1 through 5 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 \$203,250 without receiving written authorization from the Client.

The estimated fees denoted in Task 2.0 above are based on prevailing wage rates. If the Client and the California Department of Labor determines that prevailing wage payments are not required, the fees for Task 2.0 for the tasks above will be adjusted and billed according to the per hour rate of the Standard Wage column on the Standard Billing Rates provided.

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 professional 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
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: PP22-7724, 2022, 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	

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.

Wallace Group Team Resource Estimate for the John Smith Road Water Main																	
PHASE/TASK	TASK DESCRIPTION	PRINCIPAL	PRINCIPAL ENGINEER	DIRECTOR	ENGINEER II	ASSOCIATE ENGINEER II	Survey Technician or LS 1	Party Chief	Instrument Person	SENIOR LAND SURVEYOR	PROJECT ASSISTANT III	EARTH SYSTEMS PACIFIC	Misc. Direct Costs	TOTAL LABOR HOURS	LABOR COST \$	TOTAL COST \$	
		HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	HRS	Cost	HRS	\$	\$	
		RATE	\$240	\$200	\$165	\$140	\$150	\$225	\$145	\$190	\$125						
1.1	Project Management	52												52	\$13,520	\$13,520	
1.2	Kick Off Meeting & Field Review	10			12								\$150	22	\$4,580	\$4,730	
1.3	Project Meetings	6			6									12	\$2,550	\$2,550	
1.4	QA/QC		38	16										54	\$12,320	\$12,320	
1.5	Grant Support	48												48	\$12,480	\$12,480	
2.1	Survey			4			42	40	40	16	4		\$7,040	146	\$25,740	\$32,780	
2.2	Geotechnical											\$16,000					
3.0	Document Review	2			16	12								30	\$4,840	\$4,840	
4.0	Plans, Specifications, and Estimate																
4.1	30% PS&E	6		16	24	40								86	\$14,320	\$14,320	
4.2	60% Plans	4			24	80								108	\$16,200	\$16,200	
	60% Specifications	6			30									36	\$6,510	\$6,510	
	60% Estimate	4		4	8	4								20	\$3,720	\$3,720	
4.3	95% Plans	4			16	60								80	\$12,080	\$12,080	
	95% Specifications	6			24									30	\$5,520	\$5,520	
	95% Estimate	4		4	8	4								20	\$3,720	\$3,720	
4.4	100% Plans	4			16	40								60	\$9,280	\$9,280	
	100% Specifications	6			12									18	\$3,540	\$3,540	
	100% Estimate	4		4	8	4								20	\$3,720	\$3,720	
5.0	ESD Bid Phase	16			20								\$150	36	\$7,460	\$7,610	
	ESD Construction	24			40	8							\$300	72	\$13,960	\$14,260	
	SUB-TOTALS	206	38	48	264	252	44	40	40	16	4	\$16,000	\$7,640	950		\$176,060	
	WALLACE GROUP LABOR COSTS	\$53,560	\$9,120	\$9,600	\$43,560	\$35,280	\$6,600	\$9,000	\$5,800	\$3,040	\$500						
	WALLACE GROUP DIRECT COSTS																
	SUBCONSULTANT DIRECT COSTS											\$16,000				\$7,640	
	DIRECT COSTS OVERHEAD @													15%		\$16,000	
	TOTAL																\$203,250

Task Budgets may fluctuate within Overall Budget

Exhibit B
Standard Terms and Conditions
Wallace Group Proposal No. PP22-7724
Contract Agreement Date: December 22, 2022

CLIENT: SUNNYSLOPE 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.

RESOLUTION NO. 591

A RESOLUTION OF THE BOARD OF DIRECTORS OF SUNNYSLOPE COUNTY WATER DISTRICT DECLARING INTENT TO PURSUE LOCAL WATER SYSTEM CONSOLIDATION AND AUTHORIZING THE GENERAL MANAGER TO CONTRACT WITH THE WALLACE GROUP TO PERFORM TRANSMISSION LINE DESIGN

The Sunnyslope County Water District Board of Directors does hereby resolve and makes findings as follows:

WHEREAS, the Small Community Water Systems of Best Road Mutual Water Company (BRMWC), Venture Estates Mutual Water (VEMW), Stonegate CSA No. 31 (Stonegate), and Tres Pinos Water District (TPWD) collectively serve approximately 300 local residents presently afflicted by varying degrees of low-quality potable water; and,

WHEREAS, Sunnyslope County Water District (SSCWD) is a County Special District public water system formed under the Wright Act of 1887 and community partner in the Hollister Urban Area Groundwater Water Management Plan and also in the regional San Benito Urban Areas Water Supply and Treatment Management Plan which has strengthened water resources throughout the Hollister area; and,

WHEREAS, SSCWD continues to support San Benito County Water District's (SBCWD) broad groundwater management authority, including the authority to conserve water for beneficial and useful purposes by spreading, storing, retaining, and managing groundwater sub-basins; and,

WHEREAS, consolidating regional groundwater management resources is beneficial for the health, safety and welfare of the residents of the Hollister communities and for the future viability of residential use and property values; and,

WHEREAS, the SSCWD wishes to support California Senate Bill 88 and the State Water Boards request to encourage and facilitate voluntary consolidation of community water systems; and,

WHEREAS, as a result of active water management efforts and strong fiscal responsibility the SSCWD is recognized as the most probable "Functional water system" with the capability, resources and expertise sufficient to accept subsumed water systems and provide title 17 compliant potable water within the region; and,

WHEREAS, the State Department of Water Resources has awarded collectively \$15.45M in grant funding to consolidate the named water systems into the SSCWD within a three (3) year time period; and,

WHEREAS, timing is of the essence to begin design and construction; and,

WHEREAS, the District Board finds that adoption of this resolution is not a project as defined by the California Environmental Quality Act per Article 20, Section 15378.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of the Sunnyslope County Water District hereby approves to support the consolidation of BRMWC, VEMW, Stonegate, and TPWD small community water systems by annexation into the district boundaries, thereby:

- Resolving community water quality problems;
- Ensuring drought resilience in the region; and,
- Supporting Sustainable Groundwater Management.

FURTHERMORE, BE IT RESOLVED, that the Board of Directors directs the General Manager to:

- Solicit, but do not award without Board approval, consulting services to perform California Environmental Quality Act services as required to initiate a LAFCO application for consolidation and annexation;
- Initiate LAFCO Annexation applications for the proposed service expansion;
- Prepare consolidation agreements under the direction of district Counsel and present to the Board for approval;
- Negotiate a water purchase agreement with SBCWD for the purchase of spot market water required to offset water delivery outside of Zone 6 and Zone 3;
- Execute a contract with The Wallace Group for the design of the John Smith Pipeline for a contract amount \$203,250, with an amount not to exceed \$40,000 prior to BRMWC acceptance of the DWR grant award; and,
- Accept the grant award funding when presented from each respective award designee;

THE FOREGOING RESOLUTION on a motion by Director _____ and seconded by Director _____ is duly adopted this 18th day of April, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

SUNNYSLOPE COUNTY WATER DISTRICT

Signed: _____
Dee Brown, President

(S E A L)

ATTEST:

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

The Secretary of the Board of Directors of Sunnyslope County Water District hereby certifies that the foregoing is a full, true and correct copy of the resolution adopted on April 18, 2023 as Resolution No. 591.