



Sunnyslope County Water District

BOARD OF DIRECTORS

REGULAR MEETING

District Office Board Room/Teleconference



3570 Airline Hwy., Hollister, CA

NOTICE & AGENDA

AMENDED AGENDA 9-20-2024

SEPTEMBER 24, 2024

Regularly Scheduled Board Meeting - 5:15PM

Closed Session to Precede the Regular Session – 4:30PM

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

ZOOM MEETING ACCESS LINK

<https://us06web.zoom.us/j/83216038029?pwd=l7K47iHKhB1G4cL2xHdn4caN03i3Cb.1>

Passcode: SSCWD

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

Dial in Passcode: 130723

HEALTH AND SAFETY GUIDELINES

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

Mission Statement:

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

A. CALL TO ORDER - ROLL CALL

President Mauro _____, Vice-President Parker _____,

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

- B. PUBLIC COMMENT ON CLOSED SESSION MATTERS** – Members of the public may address the Board on the item or items listed on the Closed Session agenda, with a time limit of three minutes per speaker.

CLOSED SESSION @ 4:30PM

C. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS:

1. **Management Compensation/Benefits (§ 54957.8)** – Title: Unrepresented Management Staff Classifications
2. **Public Employee Performance Review (§ 54957)** – Title: General Manager

REGULAR SESSION

D. PLEDGE OF ALLEGIANCE

E. REPORT IN OPEN SESSION ACTION TAKEN IN CLOSED SESSION

1. **Management Compensation/Benefits (§ 54957.8)** – Title: Unrepresented Management Staff Classifications
2. **Public Employee Performance Review (§ 54957)** – Title: General Manager

- F. 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.

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

H. 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 Board
 - Regular Board Meeting – August 27, 2024 (page 1)
2. Receive and Accept Allowance of Claims for Disbursements from August 1, 2024, Through August 31, 2024. (page 8)
3. Receive and Accept Engineering Services Monthly Status Report (page 13)
4. Receive and Accept Finance Manager Monthly Status Reports:
 - a) Narrative Report (page 15)
 - b) Operation Summary (page 22)
 - c) Statement of Income (page 26)
 - d) Investment Summary (page 28)
 - e) Board Designated Reserves (page 29)
5. Receive and Accept Superintendent Monthly Status Reports:
 - a) Maintenance (page 30)
 - b) City Meter Reading (page 33)
 - c) Groundwater Level Measurement (page 34)
6. Receive and Accept General Manager Monthly Status Report. (page 35)

I. 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 The Award Of The Randy Circle Asphalt Repaving Project To The Qualified Contractor “QA Constructors Inc.” For A Cost Of \$52,000 And Allow A Contingency Fund Not To Exceed \$5,200. (Categorically Exempt Project, California Environmental Quality Act Per Cal. Code Of Regulations, Title 14, Section 15301 (c).) (page 36)

2. Consider Awarding A Contract For The On-Call Trench Pavement Restoration & Repair Project To Mark Nicholson Inc. At A Cost Of \$33.50 Per Square Foot (Class 1 Categorical Exemption Under California Environmental Quality Act, Article 19, §15301.) (page 51)
3. Board Discusison And Motion To Accept Or Reject The LAFCO Committed's Invaiton To Participate As An Active Member Of LAFCO as a seat for Special Districts. (Page 69)
4. **(AMENDED AGENDA ITEM)** Consider And Provide Direction To The General Manager Regarding The Personnel Committee Recommendation To Modify Board Member Compensation To Include A Fixed Stipend Of \$500 Per Month, In Addition To Existing Compensations For Meeting Attendance And Check Signing (Page 74)

J. STATUS REPORT

1. Governance Committee (JB, MA) – (No Meeting)
2. Water / Wastewater Committee (DB, JP) – (No Meeting)
3. Finance Committee (JB, EM) – (No Meeting)
4. Policy and Procedure Committee (JP, MA)– (No Meeting)
5. Personnel Committee (EM, DB) – (Meeting, September 12)
6. Water Resources Association of San Benito County (MA, Alt. JP) – (No Meeting)

K. BOARD and STAFF REPORTS

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

L. FUTURE AGENDA ITEMS

M. 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 – October 22, 2024 @ 5:15 p.m., District Office

AGENDA DEADLINE: October 14, 2024 @ 12:00 p.m.

Future Scheduled Committee Meetings

Water Resources Association of San Benito County – October 3, 2024 @ 4pm

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

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

MINUTES
Regular Meeting of the Board of Directors
of the
SUNNYSLOPE COUNTY WATER DISTRICT
August 27th, 2024

A. **CALL TO ORDER:** The meeting was called to order at 4:35 p.m. by President Mauro, at the Sunnyslope County Water District office, 3570 Airline Highway, Hollister, California.

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

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. **Management Compensation/Benefits (§ 54957.8)**

Unrepresented Management Staff Classifications

President Mauro retired to closed session at 4:30 p.m. and upon returning to the regular session, moved to take a brief recess at 5:10 p.m. The meeting was reconvened to open session at 5:15 p.m.

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

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

1. **August 27, 2024, Regular Meeting- Management Compensation/Benefits (§ 54957.8)**

Directors had robust discussion on the topic, no reportable action taken.

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

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

Staff Present for Open Session: In Person: General Manager/Secretary Drew Lander, Executive Assistant/Stenographer Madison Koester, Water/ Wastewater Superintendent Jose Rodriguez, Finance and HR Manager Barry Kelly, Principal Engineer Robert Hillebrecht.

H. **CONSENT AGENDA:**

- Approval of Minutes for:
 - Regular Board Meeting of July 23rd, 2024.
 - Special Board Meeting of July 23rd, 2024.
 - Regular Board Meeting of August 6th, 2024.

2. Allowance of Claims – The Board reviewed the Disbursement Summary (below) for the period of July 1, 2024 through July 31, 2024, totaling \$1,902,042.16 which includes \$610,226.75 for payments to vendors, \$335,616.68 for Payroll, \$436,621.07 paid to the City of Hollister for collection of City sewer billings (net of our fees), and \$3.68 for customer refunds.

<u>Date</u>	<u>Number</u>	<u>Name</u>	<u>Amount</u>
07/01/2024	52708	Ace Hardware (Johnson Lumber Co.)	\$662.91
07/01/2024	52709	Amazon Capital Services	\$346.68
07/01/2024	52710	AT&T	\$319.11
07/01/2024	52711	Auto Tech Service Center, Inc.	\$140.00
07/01/2024	52712	Brenntag Pacific, Inc.	\$24,122.42
07/01/2024	52713	Brigantino Irrigation	\$49.04
07/01/2024	52714	City of Hollister-Finance Dept	\$436,621.07
07/01/2024	52715	Clean Brothers	\$150.00
07/01/2024	52716	Dianne Francis	\$7,146.31
07/01/2024	52717	Don Chapin Co. Inc., The	\$90.00
07/01/2024	52718	Grainger, Inc.	\$139.62
07/01/2024	52719	Hach Company	\$3,331.94
07/01/2024	52720	Iconix Waterworks (US) Inc.	\$1,074.62
07/01/2024	52721	Mission Uniform Service	\$499.71
07/01/2024	52722	RJR Recycling	\$750.00
07/01/2024	52723	Salcedo Garage Door Systems L.L.C.	\$1,645.00
07/01/2024	52724	San Benito County Water District	\$519,214.73
07/01/2024	52726	Sharp Engineering and Construction, Inc.	\$52,187.00
07/01/2024	52727	ULINE	\$941.75
07/01/2024	52728	Wallace Group	\$8,262.50
07/02/2024	52729	DiBuduo & DeFendis Insurance Brokers, LLC	\$93,032.00
07/05/2024	ACH2898	Principal	\$3,460.05
07/07/2024	JN00626	Net Pay	\$76,576.54
07/07/2024	JN00626	Total Tax	\$20,036.01
07/08/2024	52730	ACC Business	\$1,323.29
07/08/2024	52731	Brenntag Pacific, Inc.	\$39,889.79
07/08/2024	52732	CM Analytical, Inc.	\$9,777.50
07/08/2024	52733	Don Chapin Co. Inc., The	\$180.00
07/08/2024	52734	Filmtec Corporation	\$1,410.65
07/08/2024	52735	Hach Company	\$1,716.64
07/08/2024	52736	Iconix Waterworks (US) Inc.	\$871.54
07/08/2024	52737	Mission Uniform Service	\$451.93
07/08/2024	52738	Recology San Benito County	\$342.91
07/08/2024	52739	San Benito County Water District	\$359.25
07/08/2024	52740	Star Concrete	\$971.78
07/08/2024	52741	Toro Petroleum Corp.	\$2,125.68
07/08/2024	52742	Troy Quick	\$147.16
07/08/2024	52743	U.S. Bank Corporate Payment Systems	\$9,987.93
07/08/2024	52745	UWUA Local 820	\$738.56
07/08/2024	ACH2899	iCloud	\$13,541.05
07/12/2024	ACH2900	Colonial Life	\$1,935.98
07/12/2024	JN00625	Net Pay	\$78,913.51
07/12/2024	JN00625	Total Tax	\$21,124.13
07/15/2024	52746	Ace Hardware (Johnson Lumber Co.)	\$522.97
07/15/2024	52747	Auto Tech Service Center, Inc.	\$5,340.00

07/15/2024	52748	Brenntag Pacific, Inc.	\$32,336.38
07/15/2024	52749	Brigantino Irrigation	\$90.07
07/15/2024	52750	Don Chapin Co. Inc., The	\$75.00
07/15/2024	52751	EBCO Pest Control	\$75.00
07/15/2024	52752	Green Valley Farm Supply, Inc	\$323.98
07/15/2024	52753	Hach Company	\$6,633.57
07/15/2024	52754	J M Electric	\$1,692.25
07/15/2024	52755	Quinn Company	\$2,213.44
07/15/2024	52756	Raftelis Financial Consultants, Inc.	\$1,105.00
07/15/2024	52757	Rain for Rent	\$3,399.72
07/15/2024	52758	San Benito Tire Pros & Automotive	\$890.03
07/15/2024	52759	SBC Chamber of Commerce	\$265.00
07/15/2024	52760	Simplot Grower Solutions	\$1,347.50
07/15/2024	52761	Trans Union LLC	\$206.69
07/15/2024	52762	Transene Company Inc (Shape Products)	\$157.63
07/15/2024	52763	Waste Resource Recovery, Inc.	\$250.00
07/15/2024	52764	Watersmart Software, Inc.	\$13,553.00
07/17/2024	ACH2901	CalPERS - Retirement	\$23.08
07/17/2024	ACH2902	CalPERS - Retirement	\$291.50
07/17/2024	ACH2903	CalPERS - Retirement	\$4,953.25
07/17/2024	ACH2904	CalPERS - Retirement	\$7,881.87
07/17/2024	ACH2905	CalPERS - Retirement	\$9,095.12
07/17/2024	ACH2906	Nationwide Retirements Solutions	\$9,504.77
07/19/2024	52768	Calcon System, Inc.	\$6,760.00
07/19/2024	52769	De Lay & Laredo	\$4,923.50
07/19/2024	52770	Fastenal Company	\$315.02
07/19/2024	52771	Iconix Waterworks (US) Inc.	\$8,734.46
07/19/2024	52772	InfoSend	\$3,528.82
07/19/2024	52773	Kevin Castro	\$250.00
07/19/2024	52774	Mission Uniform Service	\$499.71
07/19/2024	52775	Reliable Translations	\$449.46
07/19/2024	52776	State Water Resources Control Board-DWOCP	\$60.00
07/19/2024	52777	Toro Petroleum Corp.	\$1,613.46
07/19/2024	52778	Troy Quick	\$102.84
07/19/2024	ACH2907	ADP	\$2,244.85
07/22/2024	ACH2908	Sterling Administration Health	\$115.00
07/22/2024	ACH2909	Sterling Administration Health	\$35.00
07/24/2024	52804	JENNIFER & HAROLD LUSK	\$3.68
07/29/2024	52779	A-1 Services	\$504.00
07/29/2024	52780	Ace Hardware (Johnson Lumber Co.)	\$638.10
07/29/2024	52781	ACWA/JPIA	\$11,788.71
07/29/2024	52782	Amazon Capital Services	\$52.33
07/29/2024	52783	Anne Muraski	\$13,392.50
07/29/2024	52784	AT&T	\$319.30
07/29/2024	52785	Atlas Copco Compressors LLC	\$1,143.22
07/29/2024	52786	Auto Tech Service Center, Inc.	\$140.00
07/29/2024	52787	Barry Kelly	\$200.00
07/29/2024	52788	Bazilio Hernandez	\$171.75
07/29/2024	52789	Brenntag Pacific, Inc.	\$68,422.18
07/29/2024	52790	Corbin Willits Systems, Inc. (MOM's)	\$162.00
07/29/2024	52791	Exceedio	\$3,856.82
07/29/2024	52792	Frisch Engineering Inc.	\$16,440.00
07/29/2024	52793	Grainger, Inc.	\$181.72

07/29/2024	5279451481	Mark Nicholson, Inc.	\$15,783.19
07/29/2024	52795	Mc Master-Carr	\$42.46
07/29/2024	52796	Mission Uniform Service	\$443.00
07/29/2024	52797	MuniQuip, LLC	\$957.39
07/29/2024	52798	Postal Graphics	\$25.40
07/29/2024	52799	Star Concrete	\$1,760.02
07/29/2024	52800	Underground Service Alert North 811	\$543.97
07/29/2024	52801	USA Blue Book	\$1,413.82
07/29/2024	52802	Verizon Wireless	\$581.24
07/29/2024	52803	Wallace Group	\$44,298.75
07/29/2024	ACH2910	CalPERS - Retirement	\$23.08
07/29/2024	ACH2911	CalPERS - Retirement	\$7,789.23
07/29/2024	ACH2912	CalPERS - Retirement	\$9,406.44
07/29/2024	ACH2913	CalPERS - Health Insurance	\$31,834.74
07/29/2024	ACH2914	Nationwide Retirements Solutions	\$9,504.78
07/29/2024	ACH2915	P G & E	\$38,580.98
07/30/2024	52806	All American Mailing, Inc.	\$3,398.13
07/30/2024	52807	Sharp Engineering and Construction, Inc.	\$49,772.00

-\$1,902,042.16

3. Receive Associate Engineer Monthly Status Report. (Removed from the consent agenda at the request of Vice President Parker and listed under New Business I-3 for Board discussion)
4. Receive Finance Manager Monthly Status Reports: a. Narrative Report, b. Operation Summary, c. Statement of Income, d. Investment Summary, and e. Board Designated Reserves.
5. Receive Superintendent Monthly Status Reports: a. Maintenance, b. City Meter Reading, and c. Groundwater Level Measurement.
6. Receive General Manager Monthly Status Report.

After the request by Director Parker to pull item H-3, Engineering Services Monthly Status Report for discussion as an item of New Business, President Mauro then asked for public comment and upon receiving none, President Mauro requested a motion to approve the consent agenda. Upon a motion made by Director Alcorn to approve the Consent Agenda with Director Parker's request to move Item H-3 for discussion, seconded by Director Brown, for which President Mauro then took a roll call vote as follows: (JP), yes; (DB), yes; (MA), yes; (JB), yes; and (EM) yes; the motion carried 5-0.

I. NEW BUSINESS:

- 1. Authorize The General Manager to Amend Section 11: Stipend Pay Of The Recently Adopted Union Benefits Contract to Increase The Stipend Amount to \$100. (Not A Project As Defined By The California Environmental Quality Act Per Article 20, Section 15378)**

General Manager Lander reported on this item, stating that although union negotiations were recently finished he commented on the value of the skills eligible to receive stipend pay. Mr. Lander brought up notary and spanish speaking, both of which are great assets to the district. The District utilizes it's in office notary quite often and therefore doesn't have to pay an outside notary to come out. As for the District's in house spanish speaker,

she has been a great resource for spanish speaking customers and has begun assisting in getting Sunnyslope's website translated. Director Alcorn questioned the process in adding additional stipends to the list, to which Mr. Lander assured him that no stipends can be added to the list without board approval.

President Mauro then asked for any public comment. Upon receiving no public comment, President Mauro requested a motion to approve the item. Director Parker made a motion to authorize the General Manager to amend Section 11: Stipend Pay of the recently adopted union benefits contract to increase the stipend amount to \$100. This motion was seconded by Director Brown for which President Mauro then took a roll call vote as follows: (JP), yes; (DB), yes; (MA) yes; (JB), yes; and (EM), yes; the motion carried 5-0.

2. Authorize the General Manager To File A Notice Of Statutory Exemption Under State Code No. 15306 For The Planning And Design Of The Sunnyslope Consolidation Minimum Health & Safety Water System Improvements.

General Manager Lander reported on this item, stating that the State Water Resources Control Board recommended the District apply for additional grant funding to cover expenses for several deficient water infrastructure items. It is a requirement that every action taken requires some sort of CEQA determination, therefore at this time the District is only going after grant money for the planning and design of the items we need to replace. This item was brought to the board seeking approval to file a notice of exemption, it has been determined there is no risk to the district in doing so.

President Mauro then asked for any public comment. Upon receiving no public comment, President Mauro requested a motion to approve the item. Director Alcorn made a motion to authorize the General Manager to file a notice of statutory exemption under State Code No. 15306 for the planning and design of the Sunnyslope consolidation minimum health & safety water system improvements. This motion was seconded by Director Brown for which President Mauro then took a roll call vote as follows: (JP), yes; (DB), yes; (MA) yes; (JB), yes; and (EM), yes; the motion carried 5-0.

3. Receive and Accept Associate Engineer Monthly Status Report.

Vice President Director Parker pulled this item from the consent agenda with a couple questions for the District's Principal Engineer, Robert Hillebrecht. Director Parker questioned the "Capital Improvement Planning and Capacity Fees" section of Mr. Hillebrecht's report, asking where that information was available to ratepayers. Mr. Hillebrecht replied that the capital projects are still in draft form, but when they are finalized, they will be uploaded to the website with full project details and intentions. General Manager Lander commented that the finalized version will most likely be brought back to the board as well, but most of the projects have already been presented when presenting the District's 5-year plan.

Director Parker also questioned the "Active Developments" portion of the Engineering monthly status report where it refers to two different incidents of water theft, questioning if it was the same developer who committed both the offenses. General Manager Lander replied that the violations listed were not the same developer. Over the past year it became apparent that onsite project managers were relying on district staffing to patrol their subcontractors in place of their own management to ensure water theft was not occurring. The violations noted were blatant and warranted the full administration of district penalties to remedy.

President Mauro then asked for any public comment. Upon receiving no public comment, President Mauro requested a motion to approve the item. Director Alcorn made a motion to receive and accept the Associate Engineer's monthly status report. This motion was seconded by Director Parker for which President Mauro then took a roll call vote as follows: (JP), yes; (DB), yes; (MA) yes; (JB), yes; and (EM), yes; the motion carried 5-0.

J. BOARD COMMITTEE and STATUS REPORTS

1. **Governance Committee:** (No Meeting)
2. **Water/Wastewater Committee:** (Meeting held August 14th, 2024)

Vice President Director Parker reported on this committee meeting, stating that the committee met with Mr. Marty Miller, the developer for twin oaks, who was seeking negotiations on adjusting connection fees for the 55+ community. Mr. Miller's argument is that the senior community will have less tenants per household and use less water, but with the District's tiered pricing structure customers who utilize less water will already see the pricing difference in their rates.

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):** (Meeting held August 1st, 2024.) Director Alcorn reported on this committee meeting, informing the board that the new WRA Manager was introduced, and she seemed to be very well versed in the program. Additionally, several grants were received, making the current budget for their water conservation programs around \$200,000.
7. **Special Meeting Attendance - Local Agency Formation Commissions (LAFCO):** (Meeting held August 8th, 2024) President Mauro reported on the August 8th, 2024, LAFCO meeting where they discussed possibly bringing in special districts. Sunnyslope's portion of the LAFCO budget for 2024/2025 would be a maximum of \$6,237 and a letter of intention would need to be presented by October 1st, 2024, if the District wants to participate. There are a total of 9 special districts and as soon as they get 5 out of the 9 to agree then it automatically gets approved and special districts will become a part of LAFCO. President Mauro requested bringing this item to the board to discuss how joining LAFCO will affect the District and also ratepayers' views of the District since this could put Sunnyslope in a more political hotseat.

K. BOARD and STAFF REPORTS

1. **Directors:** President Mauro reported on a meeting held August 26th, 2024, between himself and Jeff Cattaneo, the interim General Manager of San Benito County Water District. President Mauro reported that Mr. Cattaneo asked for a meeting to discuss a number of items regarding district operations, past issues, and upcoming intended projects, including the ADROP project. Mr. Mauro suggested Mr. Cattaneo coming to Sunnyslope's Board and doing a full report on the ADROP project and also discussing a process of creating an MOU to be used in working together on future projects, to which Mr. Cattaneo agreed and requested a special meeting to do so. Director Buzzetta and Director Alcorn commented that there is already a process for handling these matters in place and commented that the governance committee should discuss such matters.
2. **District Counsel:** No Report.
3. **General Manager:** General Manager Lander reported that the Fairview corner's maps did receive approval by the Board of Supervisors, so Sunnyslope will be recording the acceptance of the sewer improvements from Cielo Vista to the incoming college. Additionally, Gavilan college will be granting the District an agreed upon easement to be utilized for future water and sewer connections. Mr. Lander continued by reporting on new Chromium 6 regulations put out by the Water Board, stating that the District wells are in pretty good shape and have only required slight adjustments to be within compliance. In addition to the Chromium 6, Cryptosporidium is an algae in the San Luis

lake and although Sunnyslope does not have a history of that being a concern, testing is still required. It is now going to be a regulatory requirement by the State to regularly test for these items, but it does come at a significant cost to the District that Mr. Lander wanted to forewarn the Board of potential cost increases.

- L. **FUTURE AGENDA ITEMS:** 1. LAFCO discussions, 2. Inviting Jeff Cattaneo to present to the board when he is prepared to answer the questions raised by the Governance committee members.

M. **ADJOURNMENT:** President Mauro adjourned the meeting at 6:14 p.m.

APPROVED BY THE BOARD:

Edward J. Mauro, President

RESPECTFULLY SUBMITTED:

Drew A. Lander, Secretary



Sunnyslope Water District

Disbursement Reports FY 24-25

Aug 1, 2024 through Aug 31, 2024

Date	Num	Name	Amount
08/01/2024	ACH2916	Sterling Administration Health	\$100.00
08/01/2024	ACH2917	P G & E	\$57,165.77
08/02/2024	52808	Ace Hardware (Johnson Lumber Co.)	\$116.87
08/02/2024	52809	Auto Tech Service Center, Inc.	\$175.00
08/02/2024	52810	Baker Supplies and Repairs	\$9.83
08/02/2024	52811	Borges & Mahoney, Inc.	\$1,512.90
08/02/2024	52812	Brenntag Pacific, Inc.	\$41,742.08
08/02/2024	52813	Carlton's Fire Extinguisher Sales & Serv	\$2,005.57
08/02/2024	52814	Clean Brothers	\$150.00
08/02/2024	52815	Community Printers, Inc.	\$1,979.96
08/02/2024	52816	CWEA Membership- TCP	\$486.00
08/02/2024	52817	Diego Perez Bribiesca	\$250.00
08/02/2024	52818	Ferguson Enterprises, Inc.	\$1,653.49
08/02/2024	52819	Hach Company	\$516.55
08/02/2024	52820	Hollister True Value	\$126.69
08/02/2024	52821	Iconix Waterworks (US) Inc.	\$3,577.82
08/02/2024	52822	J M Electric	\$2,024.00
08/02/2024	52823	John Smith Road Landfill	\$384.87
08/02/2024	52824	Mc Master-Carr	\$70.16
08/02/2024	52825	Mission Uniform Service	\$544.50
08/02/2024	52826	O'Reilly Auto Parts	\$76.45
08/02/2024	52827	Postal Graphics	\$36.16
08/02/2024	52828	San Benito County Water District	\$488,788.83
08/02/2024	52830	San Benito County Water District	\$466.50
08/02/2024	52831	State Water Resources Control Brd-WWOPCP	\$110.00
08/02/2024	ACH2918	Sterling Administration Health	\$16.23
08/03/2024	JN00633	Net Pay	\$76,043.05
08/03/2024	JN00633	Total Tax	\$19,257.33
08/05/2024	ACH2919	Sterling Administration Health	\$10.00
08/05/2024	ACH2920	Principal	\$3,440.25
08/06/2024	ACH2921	iCloud	\$13,883.05
08/07/2024	ACH2922	Sterling Administration Health	\$62.58
08/09/2024	52832	ACC Business	\$1,323.29
08/09/2024	52833	Atlas Copco Compressors LLC	\$1,038.00
08/09/2024	52834	Brenntag Pacific, Inc.	\$9,369.08
08/09/2024	52835	City of Hollister-Finance Dept	\$463,709.73
08/09/2024	52836	CM Analytical, Inc.	\$14,520.00

Disbursement Reports FY 24-25

08/09/2024	52837	EBCO Pest Control	\$75.00
08/09/2024	52838	exceedio	\$58.46
08/09/2024	52839	Frisch Engineering Inc.	\$13,670.00
08/09/2024	52840	Green Valley Farm Supply, Inc	\$118.94
08/09/2024	52841	InfoSend	\$3,715.92
08/09/2024	52842	Mission Uniform Service	\$629.72
08/09/2024	52843	Recology San Benito County	\$357.64
08/09/2024	52844	Ridgemark Homeowners Association	\$35.00
08/09/2024	52844	Ridgemark Homeowners Association Reversal	-\$35.00
08/09/2024	52845	San Benito County-Assessor	\$32.48
08/09/2024	52846	San Benito County-Assessor	\$19,643.00
08/09/2024	52847	Star Concrete	\$784.42
08/09/2024	52848	Toro Petroleum Corp.	\$2,278.36
08/09/2024	52849	Trans Union LLC	\$132.23
08/09/2024	5285052157	Trincher Construction Co., Inc.	\$13,087.00
08/09/2024	52851	Underground Service Alert North 811	\$1,702.48
08/09/2024	52854	FARZANEH AKBARI	\$71.37
08/09/2024	ACH2923	Sterling Administration Health	\$1,314.38
08/13/2024	ACH2924	Colonial Life	\$1,935.98
08/15/2024	ACH2925	Sterling Administration Health	\$339.45
08/15/2024	ACH2926	CalPERS - Retirement	\$23.08
08/15/2024	ACH2927	CalPERS - Retirement	\$8,156.23
08/15/2024	ACH2928	CalPERS - Retirement	\$9,294.65
08/15/2024	ACH2929	CalPERS - Retirement	\$291.50
08/15/2024	ACH2930	CalPERS - Retirement	\$4,953.25
08/15/2024	ACH2931	Nationwide Retirements Solutions	\$9,115.96
08/16/2024	ACH2932	ADP	\$2,335.02
08/19/2024	52857	A-1 Services	\$504.00
08/19/2024	52858	Ace Hardware (Johnson Lumber Co.)	\$360.88
08/19/2024	52859	Amazon Capital Services	\$619.65
08/19/2024	52860	Auto Tech Service Center, Inc.	\$280.00
08/19/2024	52861	Brenntag Pacific, Inc.	\$62,871.86
08/19/2024	52862	Brigantino Irrigation	\$27.97
08/19/2024	52863	Calcon System, Inc.	\$1,500.00
08/19/2024	52864	Central Ag Supply LLC	\$1,996.00
08/19/2024	52865	CWEA Membership- TCP	\$121.00
08/19/2024	52866	De Lay & Laredo	\$6,964.00
08/19/2024	52867	Grainger, Inc.	\$553.38
08/19/2024	52868	Hollister True Value	\$122.71
08/19/2024	52869	ICON Cloud Solutions, LLC	\$1,227.57

Disbursement Reports FY 24-25

08/19/2024	52870	Iconix Waterworks (US) Inc.	\$3,978.18
08/19/2024	52871	John Smith Road Landfill	\$2,611.27
08/19/2024	52872	Meter, Valve & Control	\$146,946.00
08/19/2024	52873	Mission Uniform Service	\$466.50
08/19/2024	52874	O'Reilly Auto Parts	\$55.68
08/19/2024	52875	Raftelis Financial Consultants, Inc.	\$195.00
08/19/2024	52876	Scott Watson	\$54.63
08/19/2024	52877	Security Shoring & Steel Plates, Inc.	\$6,964.50
08/19/2024	52878	Silke Communications, Inc.	\$16,704.37
08/19/2024	52879	Simplot Grower Solutions	\$1,287.00
08/19/2024	52880	Star Concrete	\$1,953.40
08/19/2024	52881	U.S. Bank Corporate Payment Systems	\$9,343.20
08/19/2024	52883	USA Blue Book	\$635.15
08/19/2024	52884	UWUA Local 820	\$738.56
08/19/2024	52885	Waste Resource Recovery, Inc.	\$2,500.00
08/21/2024	ACH2933	Sterling Administration Health	\$264.60
08/22/2024	ACH2934	Sterling Administration Health	\$30.89
08/22/2024	JN00634	Net Pay	\$76,469.60
08/22/2024	JN00634	Total Tax	\$20,632.22
08/23/2024	52157	TRINCHERO CONSTRUCTION CO INC,	\$634.96
08/23/2024	52886	Able Septic Tank Service	\$7,402.50
08/23/2024	52887	Ace Hardware (Johnson Lumber Co.)	\$104.38
08/23/2024	52888	Amazon Capital Services	\$138.20
08/23/2024	52889	AT&T	\$335.92
08/23/2024	52890	Badger Meter, Inc.	\$2,458.11
08/23/2024	52891	Brenntag Pacific, Inc.	\$28,775.27
08/23/2024	52892	Brigantino Irrigation	\$108.22
08/23/2024	52893	Calcon System, Inc.	\$1,933.56
08/23/2024	52894	Central Ag Supply LLC	\$327.63
08/23/2024	52895	Corbin Willits Systems, Inc. (MOM's)	\$162.00
08/23/2024	52896	exceedio	\$3,951.87
08/23/2024	52897	Frisch Engineering Inc.	\$2,362.50
08/23/2024	52898	Grundfos CBS Inc.	\$9,212.80
08/23/2024	52899	Hach Company	\$350.79
08/23/2024	52900	Hollister True Value	\$97.21
08/23/2024	52901	Mc Master-Carr	\$70.13
08/23/2024	52902	Mission Uniform Service	\$432.67
08/23/2024	52903	Municipal Maintenance Equipment	\$163.51
08/23/2024	52904	Postal Graphics	\$2,171.15
08/23/2024	52905	Star Concrete	\$2,165.34

Disbursement Reports FY 24-25

08/23/2024	52906	Toro Petroleum Corp.	\$2,477.93
08/23/2024	52907	USA Blue Book	\$2,992.84
08/23/2024	52908	UWUA Local 820	\$738.56
08/23/2024	52909	Veolia Water Technologies, Inc.	\$70,927.78
08/23/2024	52910	Waste Resource Recovery, Inc.	\$1,250.00
08/23/2024	52911	Wright Bros. Indust. Supply	\$17.71
08/23/2024	52912	Wright Bros. Welding & Sheet Metal, Inc.	\$537.34
08/23/2024	52913	NICHOLAS DELTON DUNN	\$31.39
08/23/2024	ACH2935	Sterling Administration Health	\$1,205.81
08/26/2024	51278	PEARSON PROPERTIES	\$236.33
08/26/2024	52916	PTC Inc.	\$285.00
08/26/2024	52917	State Water Resources Control Brd-WWOPCP	\$95.00
08/26/2024	ACH2936	CalPERS - Retirement	\$23.08
08/26/2024	ACH2937	CalPERS - Retirement	\$8,117.74
08/26/2024	ACH2938	CalPERS - Retirement	\$700.00
08/26/2024	ACH2939	CalPERS - Retirement	\$9,162.55
08/26/2024	ACH2940	CalPERS - Health Insurance	\$31,834.74
08/26/2024	ACH2941	Nationwide Retirements Solutions	\$9,115.95
08/28/2024	52918	Ridgemark Homeowners Association	\$35.00
08/30/2024	52919	ACC Business	\$1,323.29
08/30/2024	52920	Alvin Do	\$374.00
08/30/2024	52921	Amazon Capital Services	\$413.40
08/30/2024	52922	Brenntag Pacific, Inc.	\$23,302.36
08/30/2024	52923	Brigantino Irrigation	\$60.55
08/30/2024	52924	Calgon Carbon Corporation	\$71,697.79
08/30/2024	52925	Central Ag Supply LLC	\$576.66
08/30/2024	52926	Extreme Air, Inc.	\$1,852.00
08/30/2024	52927	Government Finance Officers Association	\$160.00
08/30/2024	52928	Hach Company	\$1,242.20
08/30/2024	52929	Inductive Automation	\$5,948.40
08/30/2024	5293051481	Mark Nicholson, Inc.	\$24,213.49
08/30/2024	52931	Mission Uniform Service	\$473.44
08/30/2024	52932	Petty Cash	\$135.00
08/30/2024	52933	San Benito County Water District	\$450,391.53
08/30/2024	52935	USA Blue Book	\$482.59
08/30/2024	52936	Verizon Wireless	\$569.00
08/30/2024	52937	Wallace Group	\$71,960.24
			\$2,528,158.29

Disbursement Reports FY 24-25

S U M M A R Y:

Accounts Payable Paid to:

Vendors	\$831,631.55
Payroll - Employee	\$291,911.10
San Benito County	\$939,646.86
City of Hollister for City Billing Collected, Net of Fees	\$463,709.73
Customer Refunds & Returned Checks/ACH	\$1,259.05
Debt & Finance	\$0.00
Total Disbursements	\$2,528,158.29

Staff Report

Agenda Item: **H-3**

DATE: September 13, 2024 (September 24, 2024 Meeting)

TO: Board of Directors

FROM: Principal Engineer, Rob Hillebrecht

SUBJECT: Engineering Services Monthly Status Report

Coordination with SBCWD on the ADRoP and B.F. Sisk Dam Projects

The Engineering Department has explored many technical, operational, and financial aspects and perspectives of SBCWD's ADRoP and B.F. Sisk Dam projects and has provided SBCWD a list of questions and comments regarding their planning and implementation. Additionally, a spreadsheet was created to project the impact that additional storage from those proposed projects would have on surface water reliability especially during droughts. The results of that spreadsheet are causing further analysis and evaluation of some core assumptions for the basis of the projects. Sunnyslope has shared the spreadsheet with SBCWD and their engineering consultant HDR asking that they correct any errors in the spreadsheet approach or assumptions. Sunnyslope also has offered to meet with them to explain how it was formed and its implications for the projects.

Hexavalent Chromium (Cr VI)

The Maximum Contaminant Level (MCL) for Hexavalent Chromium (Cr VI) has completed the full regulatory process for its approval through the Department of Water Resources and shall become effective on October 1, 2024 at a level of 10 ug/L or 10 parts per billion, with compliance for Sunnyslope required by October 2026. This MCL was previously implemented from 2014-2017 but was suspended due to a judicial ruling that CDPH (now DDW) "failed to properly consider the economic feasibility of complying with the MCL." The economic feasibility has now been considered and documented through the MCL approval process. Cr VI is naturally occurring through the soils of various strata of the San Benito groundwater aquifer and is not the result of any industrial contamination here. All 3 of the City of Hollister's active wells and a few of Sunnyslope's wells have historically tested over the 10 ug/L MCL. Sunnyslope staff are coordinating with the City of Hollister and SBCWD staff to consider strategies to blend the well water with surface water or low Cr VI well water to reduce the Cr VI concentrations to below the MCL. This would add significant reliability requirements to the treatment plants and operational complexity to wells but is much less expensive than implementing well-head treatment for Cr VI.

Water Loss Annual Reporting

Assistant Engineer Alvin Do has been working on the annual Water Loss Audit report. The State requires that water systems conduct this exercise to estimate the amount of water that is "lost" to

meter inaccuracy, leaks, and clerical errors. This audit must then be validated by a third party and submitted to the State. Historically, Sunnyslope has had low water loss compared to other systems.

Best Road Mutual Consolidation

Wallace Group completed the 90% Plans and Specifications for the John Smith Road Pipeline project that is required to physically connect Best Road Mutual to Sunnyslope. Staff participated in the review and commented on those plans, providing clarification on what Sunnyslope requires. Staff will also be discussing with Wallace Group the plans for Well 5 Improvements that are needed to serve Best Road Mutual and how they have changed from what was indicated in the grant application and award.

Lessalt & West Hills Bacteriological Sample Site Plan

Sunnyslope is working with the Division of Drinking Water (DDW) on behalf of SBCWD to create and implement a Bacteriological Sample Site Plan for the transmission pipelines from Lessalt WTP and West Hills WTP to the turnouts where water enters the Sunnyslope and Hollister water distribution systems. It is expected that an additional 5 weekly bacteriological samples will need to be collected at tested to meet their regulatory requirement. A few new sample taps may also need to be plumbed into the existing facilities to accommodate testing requirements.

Active Developments

1. West of Fairview Phase 3

The Engineering Department had a meeting with the prospective developer of West of Fairview Phase 3. The discussion included the Development Agreement they would need to enter with Sunnyslope, the specific requirements of that development to work around and hot tap off existing active water mains within the property, and general scheduling of their project.

2. Willow Landing

The Willow Landing development off Santa Ana Road is approaching the end of their remaining road grading. Staff expect that they will schedule the testing of the water mains in the coming weeks, followed by doing final tie-ins.

3. Santana Ranch Phase 9

Santana Ranch Phase 9 is also nearly finished with the road grading and is expected to conduct the water system disinfection and testing fairly soon. Once tested, they will conduct the water main tie-in.

4. Vista del Calabria

Staff are continuing to work with the developer and electrical engineer to complete the design and construction of the electrical control system for the Enterprise Lift Station. Once operational, the Oak Canyon Lift Station can be eliminated and sewer re-routed to gravity flow to the Enterprise Lift Station.

Staff Report

Agenda Item: **H – 4a**

DATE: September 17, 2024 (September 24, 2024 Meeting)

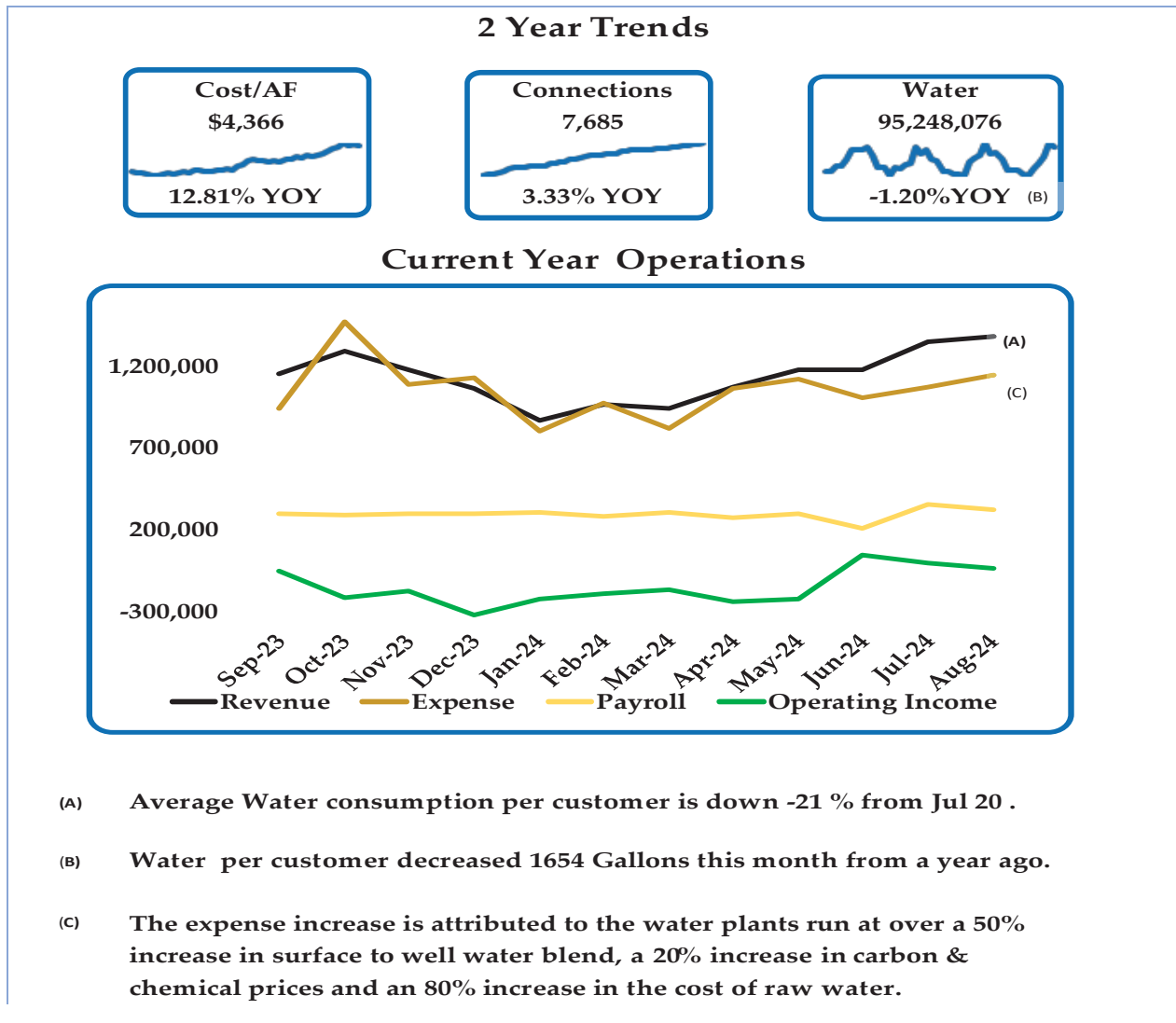
TO: Board of Directors

FROM: Finance & Human Resource Manager, Barry Kelly

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

OVERVIEW

(August 2024)



OPERATIONS SUMMARY

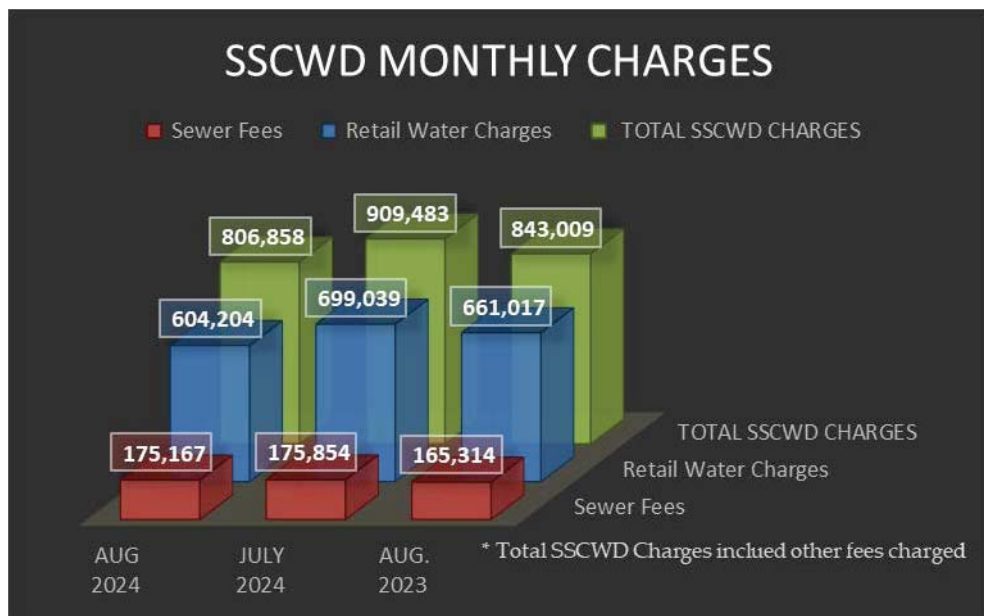
(August 2024)

Connections increased by 2 accounts in August. We now serve 7,685 customers and 6071 accounts utilize online services and electronic payments.

YTD Revenue for FY 24 is 2.0m.

Receivables from operations total \$1.5m. The past due portion has decreased to 5.7% from 17% at the beginning of the previous fiscal year. The large decrease is attributed to collection efforts imposed over the last year involving liens and shut off notices. O&M receivables total \$686 and is two months overdue. San Benito Foods O&M totals \$114k and is two months overdue.

Water consumption YTD is up 9% from one year ago. Billed Metered water YTD is 198 MM gallons vs 182 MM for the same periods in the prior year.



STATEMENT OF INCOME VS BUDGET

(August 2024)

YTD, we show an overall Net Operating loss of \$(38k) vs a loss of \$(101k) in the prior year. The decreased deficit is primarily attributed to the cost of operating the plants at a lower blend. The surface water blend averaged 85% in the prior year and is 62% in the current year. The impact of this was to add just 9k loss YTD to the actual total.

INVESTMENT SUMMARY

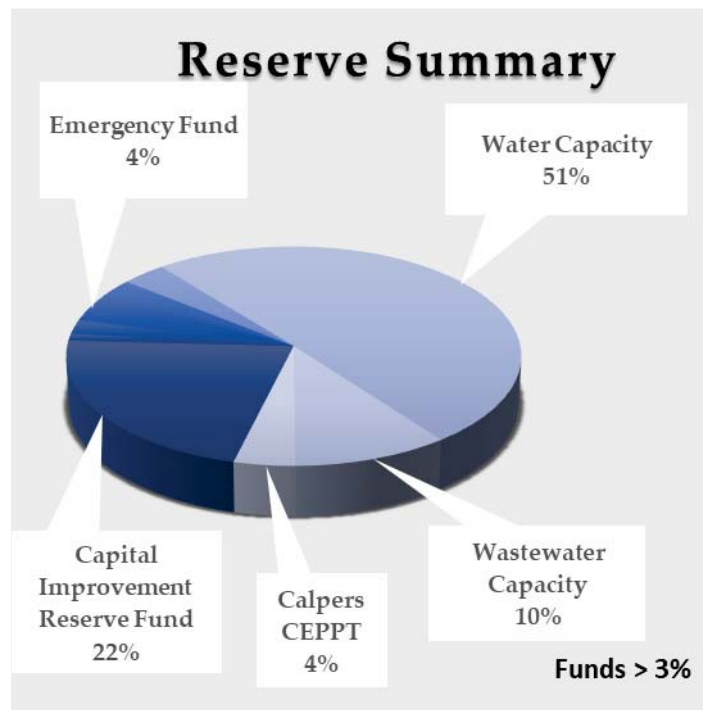
(August 2024)

Cash and invested funds total \$25.5 million. Over 22 million is earning between 3.5% and 4.9%. The FY25 income from investments is 112k YTD.

RESERVES

(August 2024)

Reserves total \$23.9 million which equals 42% of capitalized assets. See the Board Designated Reserve report for a summary of the transactions and the status of actual expenditures per Board authorized expenditures.

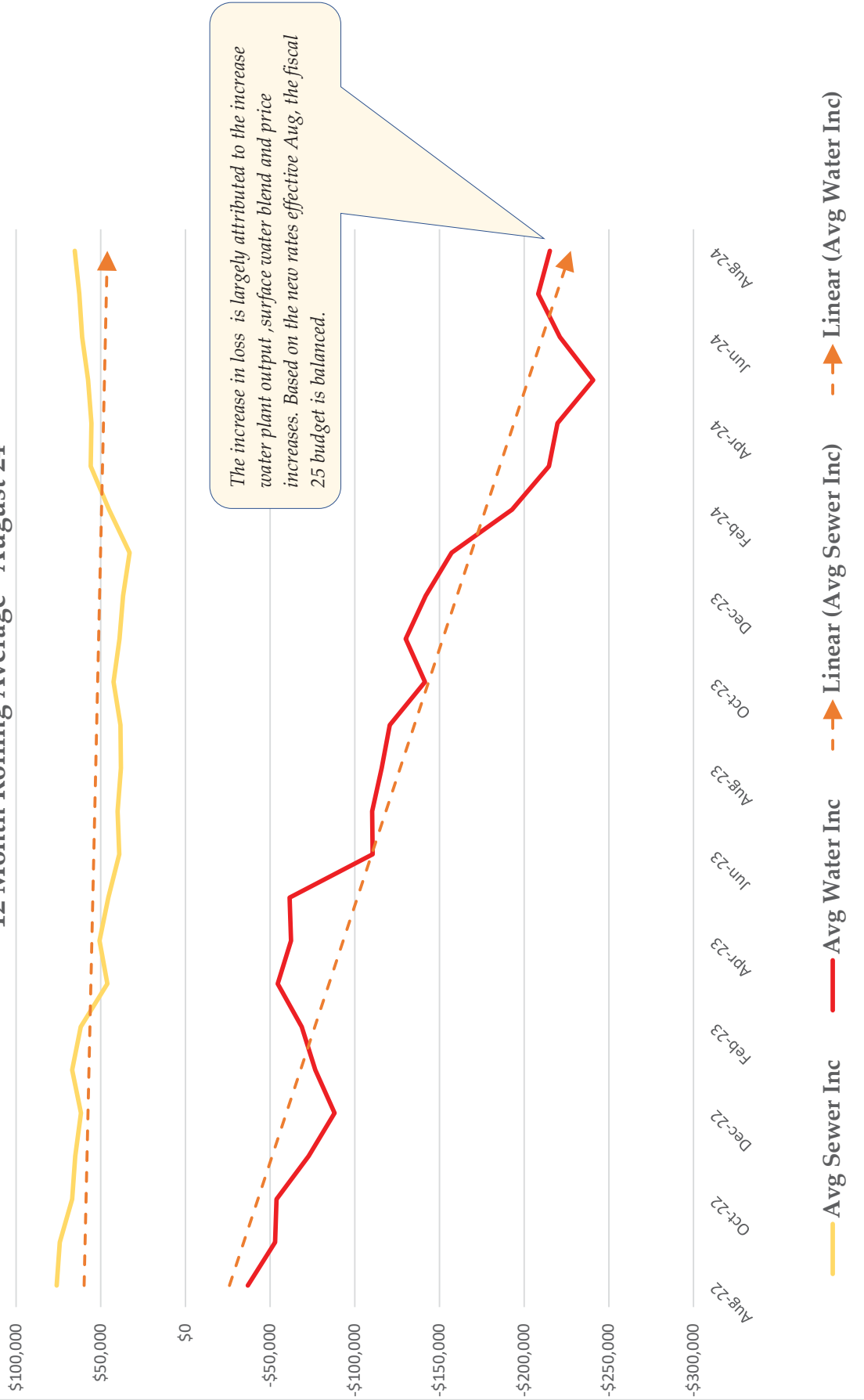


Statement of Operating Income 12 Month Rolling Average - August 24

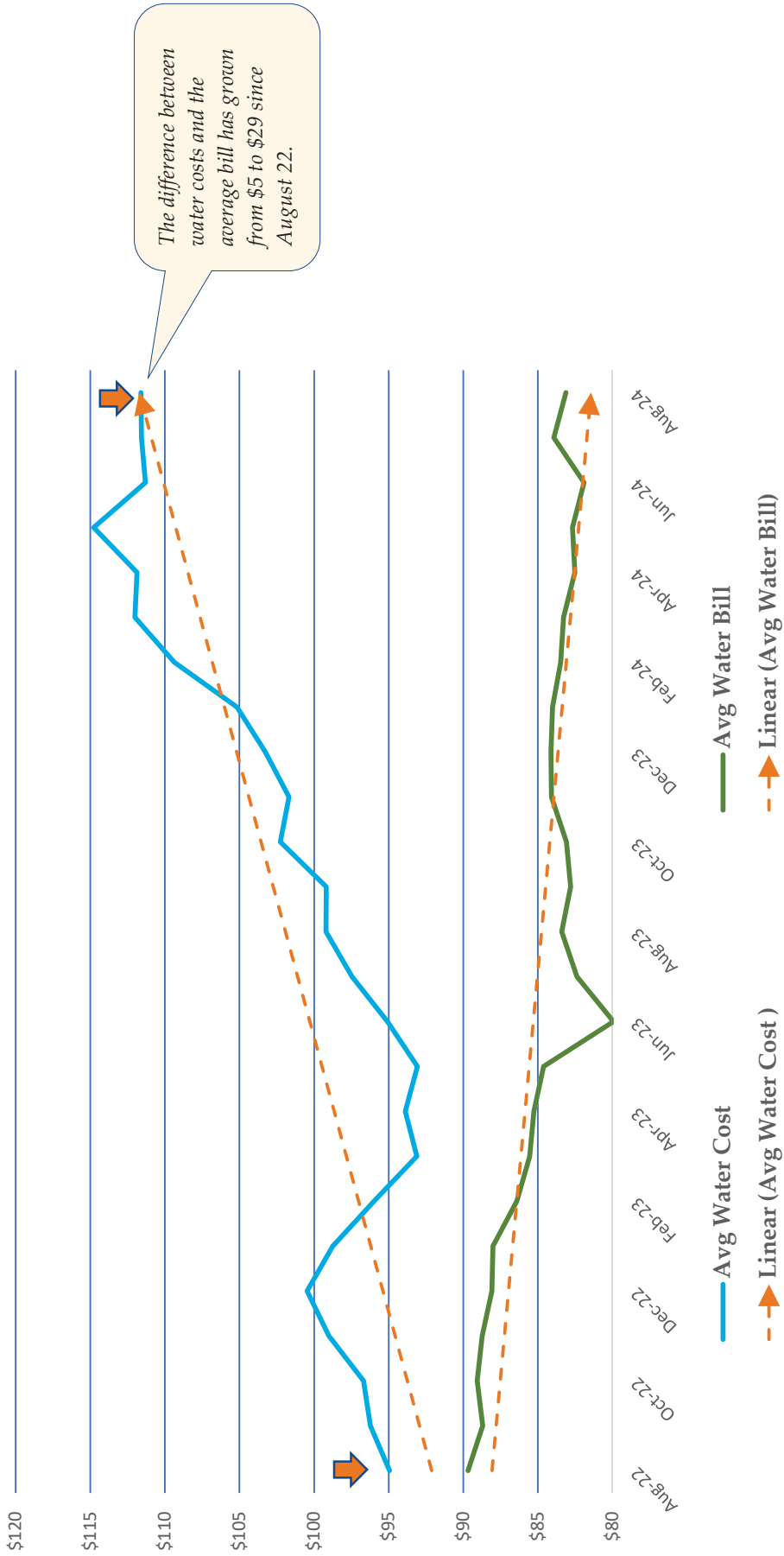


The decrease in operating income is attributed to the high cost of operating the plants near full capacity vs. pumping well water.

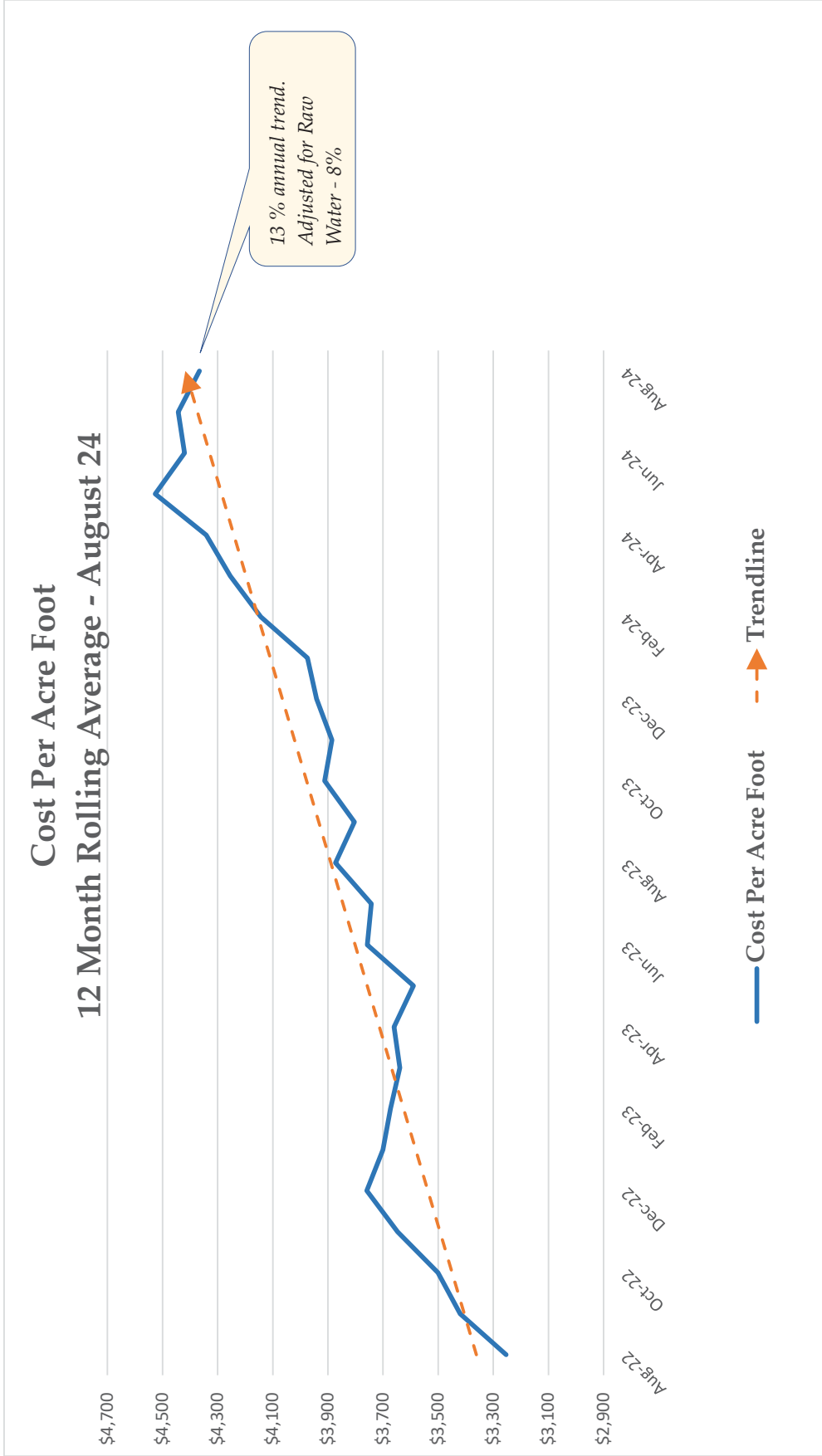
Operating Income by Segment 12 Month Rolling Average - August 24



Per Customer Water Charges 12 Month Rolling Average - August 24



The difference between water costs and the average bill has grown from \$5 to \$29 since August 22.



Sunnyslope Courney Water District
2024 / 2025
OPERATION SUMMARY (This Year)

ITEMS	JULY 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUNE 2025	JUNE 2025	YTD TOTAL
NO. WATER CAPACITY FEERCD	16		2											18
NO. WW CAPACITY FEERCD														
NO. WATER ACCOUNTS	7,661	7,665												
NO. SSCWD SEWER ACCTS	1,326	1,327												
NO. COH SEWER ACCTS	5,122	5,168												
Watersmart / Invoice Cloud														
Auto Pay	3,857	3,866												
Biller Portal	31	31												
Cloud Store	60	54												
Customer Portal	809	478												
Express Payments	316	316												
IVR	109	116												
Mobile Express Payments	466	498												
Online Bank Direct	388	379												
Pay By Text	72	68												
Scheduled Payment	58	79												
Shopping Cart	221	224												
Total Watersmart / Invoice Cloud	6,071	6,071												
NO. E-BILL Invoice Cloud (Paperless)	2,247	2,263												
MONTHLY CHARGES														
Retail Water Charges	\$ 861,221.86	\$ 797,577.03												\$ 1,658,798.89
Sewer Fees	162,828.28	164,512.32												327,341
Installation Fees	6,480.00	810.00												7,290
Late Fees	6,791.22	6,959.41												13,751
Admin. Collection Fees, net	15,411.00	15,507.00												30,918
COH Billing Fees	5,500.00	5,500.00												11,000
TOTAL SSCWD CHARGES	\$ 1,054,212.36	\$ 984,413.56												\$ 2,032,655.95
CITY OF HOLLIETER CHARGES														
COH Sewer Fees	457,459.27	460,456.27												\$ 917,915.54
COH Street Sweeping	11,559.90	11,663.61												23,223.51
COH Senior Discount	(1,265.12)	(1,265.21)												(2,530.33)
COH Utility Charges	46,821.11	46,821.11												93,642.22
Late Fees **	4,307.21	3,970.50												8,277.71
TOTAL COH CHARGES	\$ 471,762.46	\$ 474,525.17												\$ 946,266.43
ACCOUNTS RECEIVABLE - Aged														
AR for Sunnyslope Water	\$ 1,074,784.70	\$ 1,024,193.67												
AR for Sunnyslope Sewer **	57,475.84	57,475.84												
Unapplied Payments	(52,660.43)	(51,663.33)												
Outstanding Bills Owed	\$ 1,557,447.90	\$ 1,496,781.47												
Past Due	\$ 90,705.72	\$ 84,890.35												
5.86%		5.67%												
5.86%		\$686,402.00												
SSCWD O&M Owed	\$463,273.33													
San Benito Funds Owed	\$ 182,511.96	\$ 114,107.37												

Sunnylope Courney Water District
2024 / 2025
OPERATION SUMMARY (This Year)

ITEMS	JULY 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	MAR 2025	APR 2025	MAY 2025	JUNE 2025	JUNE 2025	YTD TOTAL
WATER METERED														
Cubic Feet	13,749,400	12,233,700	-	-	-	-	-	-	-	-	-	-	-	26,483,100
Total SSCWD Gallons	102,845,512	95,246,076	-	-	-	-	-	-	-	-	-	-	-	196,091,588
WATER SOURCE														
Well #2 (Southside Rd)	10,544,000	12,361,000	-	-	-	-	-	-	-	-	-	-	-	22,905,000
Well #5 (Raw Ctr/Enterprise)	14,333,890	10,483,431	-	-	-	-	-	-	-	-	-	-	-	24,817,321
Well #8 (Enterprise Rd)	4,701,475	5,444,748	-	-	-	-	-	-	-	-	-	-	-	10,146,223
Well #8 (Ridgemark)	3,937,000	3,904,000	-	-	-	-	-	-	-	-	-	-	-	7,841,000
Well #11 (Southside Road)	19,160,000	18,974,000	-	-	-	-	-	-	-	-	-	-	-	38,134,000
Well #11 (Enterprise)	18,894,000	19,249,000	-	-	-	-	-	-	-	-	-	-	-	38,143,000
Well #11 (Enterprise) (supplied to COH)	3,730,659	3,789,279	-	-	-	-	-	-	-	-	-	-	-	7,519,938
TOTAL from Wells	77,200,814	84,081,454	-	-	-	-	-	-	-	-	-	-	-	151,282,268
Lessitt W.T.P. I (High Zone)	29,412,000	30,725,000	-	-	-	-	-	-	-	-	-	-	-	60,137,000
Lessitt W.T.P. I (Middle Zone)	13,662,000	10,997,000	-	-	-	-	-	-	-	-	-	-	-	24,659,000
West Hills W.T.P. (Well #2)	16,450,000	9,611,000	-	-	-	-	-	-	-	-	-	-	-	26,061,000
West Hills W.T.P. (Well #1)	7,740,000	2,710,000	-	-	-	-	-	-	-	-	-	-	-	10,450,000
West Hills W.T.P. (COH #2)	12,400,000	28,413,000	-	-	-	-	-	-	-	-	-	-	-	40,813,000
West Hills W.T.P. (COH #3)	18,464,000	17,850,000	-	-	-	-	-	-	-	-	-	-	-	36,314,000
West Hills W.T.P. (COH #4)	18,304,000	1,625,000	-	-	-	-	-	-	-	-	-	-	-	19,929,000
West Hills W.T.P. (COH #5)	136,464,000	100,060,600	-	-	-	-	-	-	-	-	-	-	-	236,524,600
TOTAL Surface Water (Plant Production)	64,123,215	54,542,351	-	-	-	-	-	-	-	-	-	-	-	118,665,566
Plant Production Used by Hollister														
SSCWD % of Plant Production	53.01%	45.49%	0	0	0	0	0	0	0	0	0	0	0	49.83%
Estimated Water Gain(Loss)	(7,285,738)	(14,811,203)	0	0	0	0	0	0	0	0	0	0	0	4,556,810
Percent Difference	-4.18%	-10.74%	-	-	-	-	-	-	-	-	-	-	-	1.46%
Water Consumption Per Customer	13425	12394	1341	1350	1359	1413	1393	1445	1388	1377	1350	1309	1371	12909
Plant Surface Water PAF	6337	6378	6378	6378	6378	6378	6378	6378	6378	6378	6378	6378	6378	6378
Chemical Cost Water PAF	137	137	137	137	137	137	137	137	137	137	137	137	137	137
Blend Budget Impact	\$8975	\$154	\$154	\$154	\$154	\$154	\$154	\$154	\$154	\$154	\$154	\$154	\$154	\$154
Cost of Water Produced (Per Acre Foot)	3,029	3,085	4,383	3,979	5,914	5,203	6,346	5,300	3,902	3,262	2,719	-	-	5,885
Prior YTD Cost	2,755	3,303	4,383	3,979	5,914	5,203	6,346	5,300	3,902	3,262	2,719	-	-	-

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

FY25 Metered Water Per Customer

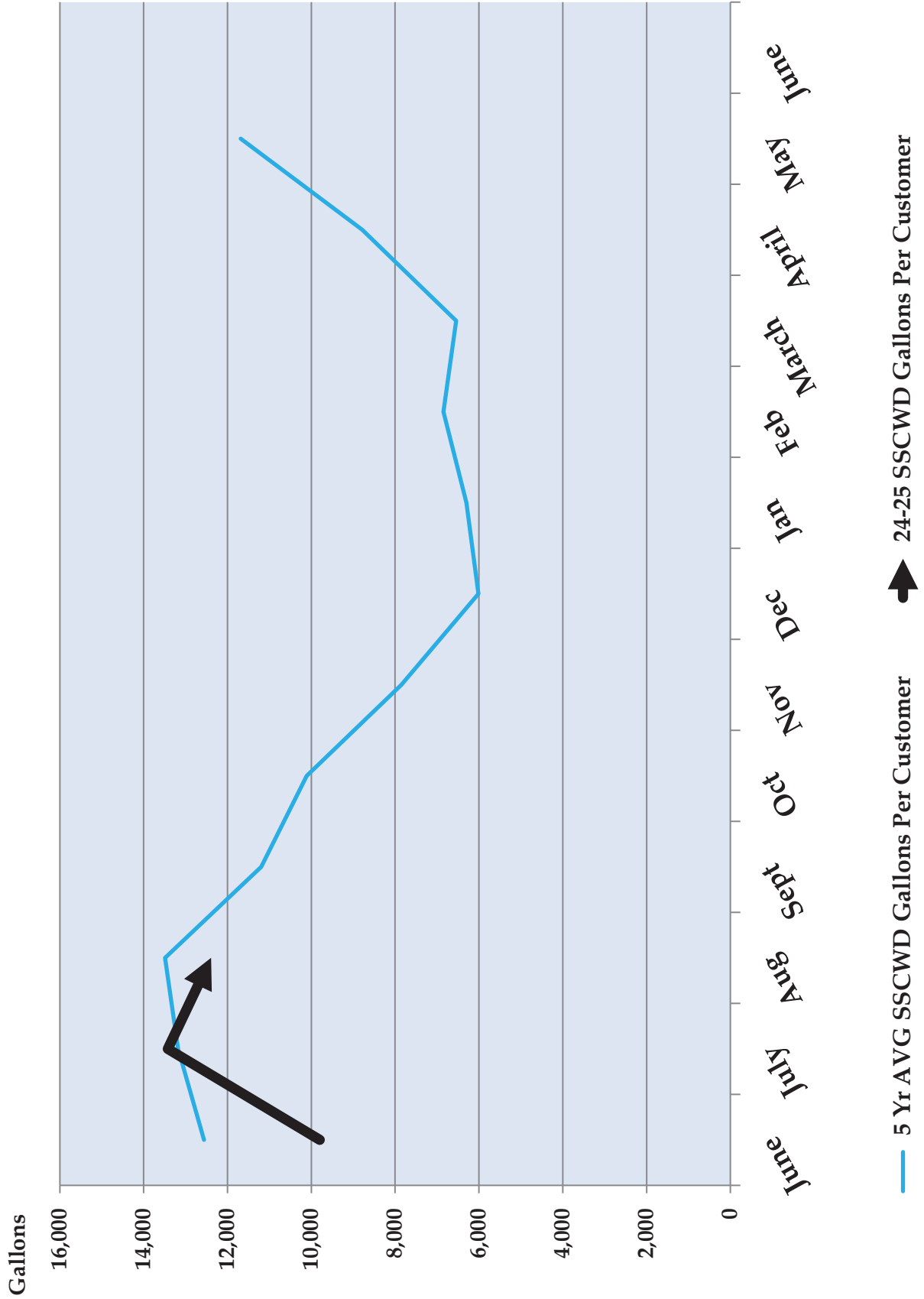
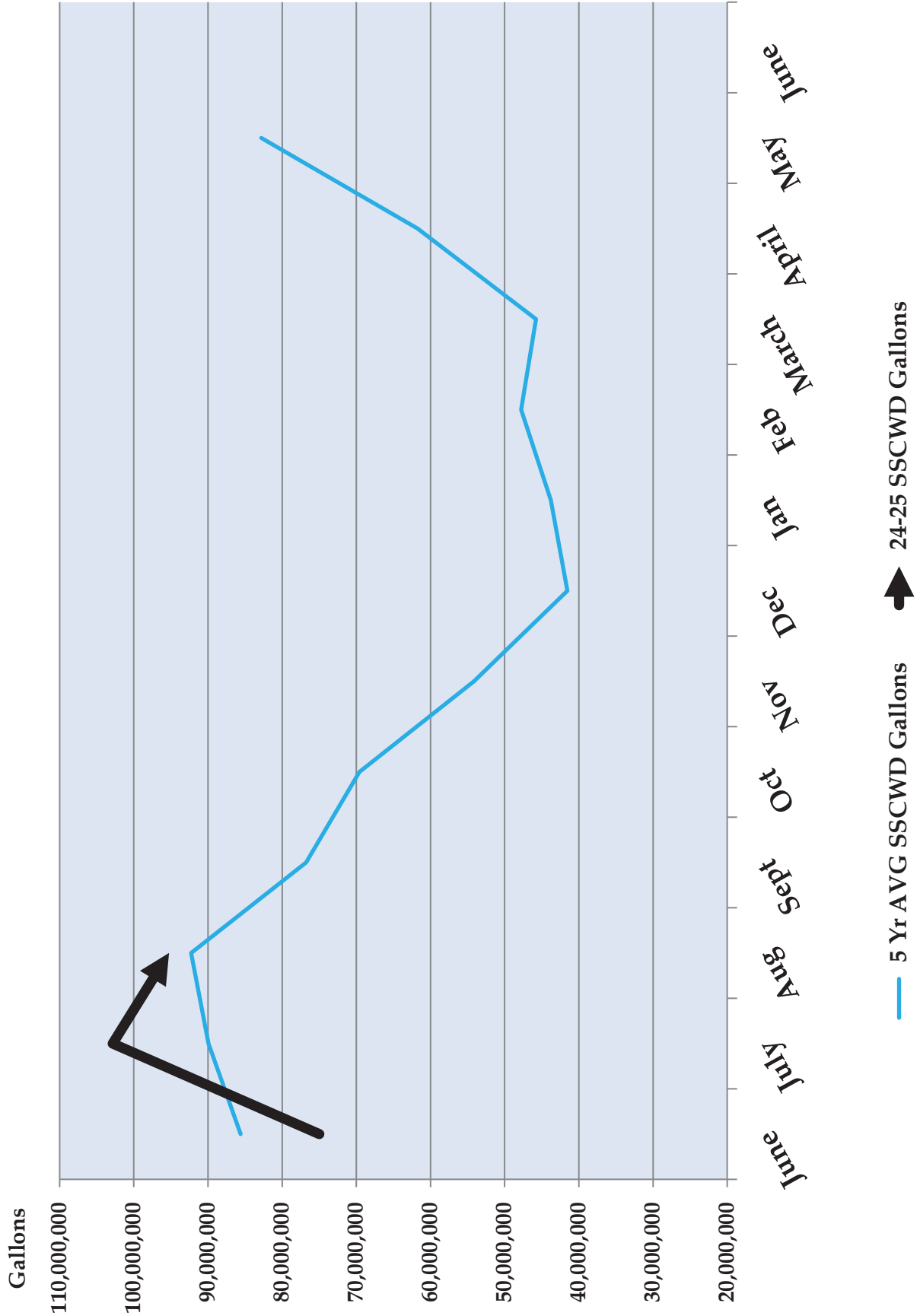


Chart Includes: Only Water Metered to SSCWD Customers,
Chart Does Not Include: COH Interties Wholesale Water Flow

FY25 Metered Water



Sunnyslope County Water District

STATEMENT OF INCOME
FOR THE FISCAL YEAR ENDING JUNE 30, 2025 (This Year)
UN-AUDITED 9/11/2024

*** WATER ***	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Variance Over/ (Under) Prior Month	YEAR-TO- DATE	PRIOR YEAR-TO- DATE	PROJECTED 24/25 ACTUAL	FY 24/25 BUDGET
OPERATING REVENUES																			
Water Sales	685,129	861,222	797,577												(63,645)	1,658,799	1,527,883	8,019,941	8,000,000
Contracted Services	274,271	288,403	398,000												109,597	686,402	682,644	3,494,300	3,494,300
Installation Fees	12,150	6,480	810												(5,670)	7,290	6,075	43,740	23,800
Late Fees	4,351	5,580	5,994												414	11,573	13,279	69,440	
Other Revenue	29,833	29,084	16,047												(13,017)	45,111	27,399	270,664	191,050
TOTAL OPERATING REVENUES	1,005,734	1,190,748	1,218,427												27,679	2,409,175	2,257,281	11,898,085	11,709,150
OPERATING EXPENSES																			
Salaries and Benefits	(174,484)	(19,146)	(276,791)												42,355	(595,937)	(693,871)	(3,452,344)	(3,061,005)
Operating Expenses	(827,724)	(925,173)	(1,022,846)												(97,621)	(1,548,019)	(1,908,881)	(11,252,962)	(10,225,236)
TOTAL OPERATING EXPENSES	(1,002,208)	(1,244,319)	(1,299,637)												(55,246)	(2,143,956)	(2,602,752)	(14,705,261)	(13,286,241)
NET OPERATING INCOME	(6,474)	(53,571)	(81,210)												(27,639)	(134,781)	(145,471)	(2,807,176)	(1,577,091)
NON OPERATING INCOME & EXPENSES																			
Capacity Fees	420,750	225,600	282,000												(197,400)	253,800	209,250	253,800	-
Donated Asset															0	-	-	-	-
Miscellaneous Income (Farm Labor Camp)															-	-	-	-	-
Adjust LAIF Investment to Fair Value	22,975	44,635	2,6144												-	-	-	-	-
Interest Income	274,891	(92,817)	32,3266												(18,491)	70,279	59,108	424,674	600,000
Allocated from C & A (Interest & Sale of Assets)															416,084	230,449	52,757	227,500	227,500
Other Non-Operational															0	-	-	-	-
TOTAL NON OPERATING INCOME & EXPENSES	718,616	177,418	377,610												200,193	555,028	321,116	905,974	827,500
NET WATER INCOME (LOSS) / Adjusted for	\$ 712,142	\$ 123,847	\$ 296,400												\$ 172,553	\$ 420,247	\$ 175,644	\$ (2,807,176)	\$ (749,591)
<i>Non Budgeted Items</i>																			
NET WATER INCOME (LOSS) / Adjusted for	\$ (6,474)	\$ (53,571)	\$ (81,210)												\$ (27,639)	\$ (134,781)	\$ (145,471)	\$ (2,807,176)	\$ (1,577,091)

Sunnyslope County Water District

STATEMENT OF INCOME
FOR THE FISCAL YEAR ENDING JUNE 30, 2025 (This Year)
UN-AUDITED 9/11/2024

	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Variance Over/ (Under) Prior Month	YEAR- TO-DATE	PRIOR YEAR-TO- DATE	PROJECTED ACTUAL	FY 24/25 BUDGET	
*** WASTEWATER ***																				
OPERATING REVENUES																				
Sewer Sales	168,937	156,235	164,512												8,277	320,748	327,373	2,004,281	2,100,000	
Contracted Services	86,490	74,297	39,810												(34,487)	114,108	64,449	710,000	710,000	
Installation Fees	-	-	-												0	-	125	-	-	
Late Fees	1,154	1,212	966												(246)	2,177	2,489	13,064	60,450	
Other Revenue	3,578	2,514	2,536												22	5,050	6,266	30,297	60,450	
TOTAL OPERATING REVENUES	260,159	234,258	207,824												(26,434)	442,082	400,703	2,757,642	2,870,450	
OPERATING EXPENSES																				
Salaries and Benefits	(35,645)	(56,584)	(65,018)												(8,434)	(81,602)	(104,371)	(874,633)	(712,089)	
Operating Expenses	(170,712)	(144,260)	(120,430)												23,830	(264,690)	(251,781)	(1,243,502)	(1,597,949)	
TOTAL OPERATING EXPENSES	(206,357)	(180,844)	(185,448)												15,397	(346,292)	(356,152)	(2,018,135)	(2,310,008)	
NET OPERATING INCOME	53,801	53,413	42,376												(11,027)	95,790	44,551	739,507	560,442	
NON OPERATING INCOME & EXPENSES																				
Capacity Fees															0	-	124,625	-	-	
Donated Asset															0	-	-	-	-	
Miscellaneous Income															0	-	-	-	-	
Adjust LAF Investment to Fair Value															0	-	-	-	-	
Interest Income	21,406	8,945	5,231												(3,715)	14,176	7,400	85,056	125,000	
Allocated from G & A (Interest & Sale of Assets)	47,647	(16,165)	56,300												72,465	40,135	12,111	97,500	97,500	
Other Non-Operational			0												0	0	-	3	-	
TOTAL NON OPERATING INCOME & EXPENSES	69,053	(7,220)	61,531												68,751	54,312	144,136	182,558	222,500	
NET WASTEWATER INCOME (LOSS)	122,854	46,194	103,908												57,714	150,102	188,686	922,062	782,942	
Adjusted for Non Budgeted Items																				
	\$ 53,801	\$ 53,413	\$ 42,377	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,714	\$ 95,790	\$ 44,551	\$ 739,506	\$ 560,442	
*** WATER & WASTEWATER ***																				
*** COMBINED INCOME (LOSS) WATER & WASTEWATER ***																				
	834,996	170,040	400,308												230,267	570,348	364,331	(1,079,140)	33,351	
*** COMBINED INCOME (LOSS) WATER & WASTEWATER Adjusted for Non - Budgeted Items																				
	\$ 47,328	\$ (158)	\$ (88,834)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (88,991)	\$ (88,991)	\$ (100,921)	\$ (2,167,670)	\$ (1,016,649)	

Sunnyslope County Water District
Investment Summary
2024 / 2025 (This Year)

BANK ACCOUNT	INTEREST RATE	JULY 2024	AUGUST 2024	SEPTEMBER 2024	OCTOBER 2024	NOVEMBER 2024	DECEMBER 2024	JANUARY 2025	FEBRUARY 2025	MARCH 2025	APRIL 2025	MAY 2025	JUNE 2025	JUNE 2024
<u>Heritage Bank of Commerce</u>														
CHECKING ACCOUNT	0	2,388,015	2,421,090											2,298,809
Operating - General Fund		2,388,015	2,421,090	0	0	0	0	0	0	0	0	0	0	2,298,809
CHECKING SUBTOTAL														
MONEY MARKET ACCT (MMA)	0.75%	91,403	91,460											91,341
Invested - General Fund		91,403	91,460	0	0	0	0	0	0	0	0	0	0	91,341
MMA SUBTOTAL														
<u>L. A. I. F.</u>														
(Local Agency Investment Fund)	As of: Aug 2024													
General Fund	4.57%	-4,011,546	-4,011,546											-4,011,546
Water Connect. Fee	3.48%	0	0											
Sewer Connect. Fee	3.48%	0	0											
SRF Loan Reserve	3.48%	831,239	831,239											831,240
Board Designated Reserves	3.48%	5,460,770	5,460,770											5,460,770
L.A.I.F. SUBTOTAL														
<u>CEPPT</u>														
(CA Employee Pension Plan Trust)														
Employee Pension Reserve	0	899,643	958,186											1,000,000
CEPPT SUBTOTAL														
<u>MBS Securities</u>														
(CD Brokerage - Water Capacity Funds)														
Water Connect. Fee	4.00%	11,937,405												12,741,436
Sewer Connect. Fee	4.00%	2,658,666												2,424,120
Board Designated Reserves	4.00%	2,164,775												2,279,379
General Fund	4.00%	2,941,809												1,639,058
MBS SUBTOTAL														
		19,702,655	0	0	0	0	0	0	0	0	0	0	0	19,083,993
GRAND TOTAL		25,362,180	5,751,199	0	0	0	0	0	0	0	0	0	0	24,754,607
* TOTAL INTEREST RECORDED	YTD Total	70,721	42,895	0	0	0	0	0	0	0	0	0	0	73,549
		113,615												

Sunnyslope County Water District

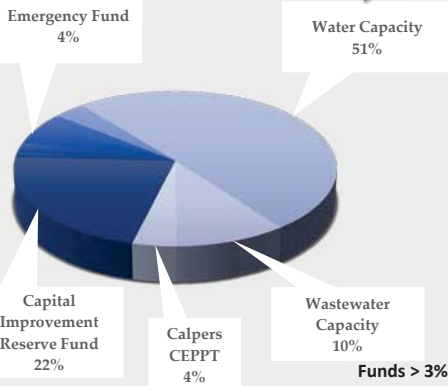
Reserve Summary As of August 31, 2024 (Policy #8600)

	<u>8/30/2024</u>	<u>Increase</u>	<u>Decrease</u>	<u>6/30/2024</u>	<u>6/30/2023</u>	<u>Change</u>
1 Capital Improvement Reserve Fund	\$ 5,245,106	\$ 12,530		\$ 5,232,576	\$ 5,772,624	\$ (540,048)
2 Rate Stabilization Fund	250,000			250,000	250,000	\$ -
3 Drought Contingency Reserve	500,000			500,000	500,000	-
4 Emergency Fund	1,000,000			1,000,000	1,000,000	-
5 Vehicle Replacement Fund	249,930	8,000		241,930	398,132	(156,202)
6 Office and Misc. Equipment Replacement Fund	389,217			389,217	420,864	(31,647)
Board Designated Reserves	<u>7,634,253</u>	<u>20,530</u>	-	<u>7,613,723</u>	<u>8,341,620</u>	<u>(727,897)</u>
7 CSWRCB Loan	831,239			831,239	774,889	56,350
8 Water Capacity	12,102,222	324,879	214,150	11,991,492	11,259,801	731,691
9 Wastewater Capacity	2,438,356	14,236		2,424,120	1,357,257	1,066,863
10 Calpers CEPPT	958,186	58,543		899,643	899,643	-
Legally Restricted Reserves	<u>16,330,003</u>	<u>397,658</u>	<u>214,150</u>	<u>16,146,495</u>	<u>14,291,590</u>	<u>1,854,905</u>
TOTAL	<u>\$ 23,964,256</u>	<u>\$ 418,188</u>	<u>\$ 214,150</u>	<u>\$ 23,760,218</u>	<u>\$ 22,633,210</u>	<u>\$ 1,127,008</u>
Unreserved Cash	<u>\$1,397,924</u>					
Percentage of Total Capital Assets	<u>42.32%</u>					

Detailed Transactions:

Depr. Expense	\$ 8,000		
Interest	\$ 97,845		
Debt Amortization		197,445	
Water Capacity Fees	253,800		
Sewer Capacity Fees	-		
Fixed asset Additions	-	16,704	
Transfers		-	
Fair Market Value & Misc Adj	58,543		-
	<u>\$ 418,188</u>	<u>\$ 214,150</u>	

Reserve Summary



Board Approved Disbursement Analysis

Date:	Description:	Vendor	Resolution	# Actual	
2/21/2023	Rate Study	Raftelis	110,502		80,476
4/23/2024	Best Road Initiative	Wallace Group	3,050,000		210,283
2/28/2023	Solar Project - Lessalt	Eva Green Power	39,131		3,958
6/20/2023	Temetra	Meter Valve & Contro	412,000		376,377
8/15/2023	Demographics	LGDR	40,000		0
1/23/2024	Rotary Blower	Atlas Copco, Sharpe, B	130,000		42,736
2/27/2024	FY 2024 Audit	McGilloway	27,000		
2/27/2024	SB County GIS	San Benito County - A	21,082		9,628
4/23/2024	Election	San Benito County - A	50,000		
7/23/2024	Itron Meters	Pace Supply	84,000		

Staff Report

Agenda Item: H – 5a.

DATE: September 18, 2024 (September 24, 2024, Meeting)

TO: Board of Directors

FROM: Water/Wastewater Superintendent, Jose J. Rodriguez

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

Narrative

1. All three water reports were completed and submitted on time by August 9, 2024.
2. In the month of August, Westhills WTP produced a total of 71.080 million gallons while Lessalt WTP produced 49.60 million gallons. The total acre foot produced in August 2024 was 370.363-acft with a balance of 1,673.15-acft at the end of the 2024-2025 year.
3. Lessalt WTP completed a Granular Activated Carbon (GAC) exchange in August. The summer months increase water demands which maintained the Lessalt WTP production at 1.5 million gallons per month. GAC exchanges are required monthly to maintain Total Organic Carbon as low as possible to minimize the production of TTHM's in the distribution systems.
4. The district has begun shutting water off to customers who haven't paid. To date 15 homes have been inactive for several months. Staff continue to work with customers so they can all get current with their invoicing.
5. The San Benito Foods season is in full production, monitoring and sampling was completed as required by permit. San Benito Food water discharged at 2.0 – 2.3 million gallons per day thru the month of August. All efforts have been made to minimize any complaints received by the surrounding area. Staff continue to make all necessary adjustments to minimize any annoyance the tomato juice from the food processing plant may cause. All odors have been eliminated and staff continue to make adjustments.
6. Both Lessalt WTP and Westhills WTP's continue to utilize the Computer Maintenance Management System (CMMS) to better manage treatment facilities equipment and document preventative maintenance activities. A total of 186 Work Orders were completed by Sunnyslope Staff between the two facilities.

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

Water (4) August 2024

1. Replaced leaking curb stop at 1496 Jenner Court.
2. Replaced leaking water service line at 1681 Sausalito Drive.
3. Repair leaking water service at 280 San Tropez Drive.
4. Extreme Air Inc. replaced faulty thermostat @ Well #2.

LESSALT Water Treatment Plant (5)

1. Replaced compression fittings and tubing on CIP Caustic tank level transducer.
2. Replaced all ORP probes with new ones.
3. GAC unit #1 carbon exchange.
4. Sprayed and cleared weeds around facility.
5. Replaced battery on CMF #3-hour meter.

West Hills Water Treatment Plant (11)

1. Replaced CL17 tubing at return water meter.
2. Total Organic Carbon (TOC) analyzer maintenance cleaned all fitting and flushed lines.
3. Removed sludge from drying bed #1, RJR hauled to John Smith Landfill.
4. Sprayed and cleared weeds around facility.
5. Grease gears and chain for PAC system maintenance.
6. Cleaned and Vacuumed sand pump room.
7. Flushed and cleaned turbidity meters.
8. Pulled, inspected and replaced permanganate injector.
9. Cleaned and vacuumed PAC room.
10. Josh from Veolia performed maintenance on TOC analyzer.
11. Replace filters on air handlers for annual HVAC maintenance.

Wastewater (2)

1. RJR hauled sludge from SBR drying beds to John Smith Landfill.
2. Started annual sewer system cleaning and inspection.

Industrial Plant (2)

1. Continued cutting, clearing, and spraying weeds around ponds.
2. Inspected aerator cables to ensure proper spacing and security.

Completed This Month	Job Descriptions	Completed YTD 2024 – 2025 July 1 to June 30	Completed 2023 – 2024 July 1 to June 30	Completed 2022 – 2023 July 1 to June 30	Completed 2021 – 2022 July 1 to June 30
519	Work Orders	932	4338	2480	2520
10	Temporary Manual Read Water Meters Installed in New Construction Accounts	20	171	287	292
1	Radio Read Meters & ERTs Installed in New Construction Accounts	1	5	3	1
44	Total: Manual Read Meters Replaced with Radio Read Meters & ERT's, including Radio Meters Installed in New Construction Accounts	44 (Total = 7458)	216	268	300
7	Existing Radio Read Meters & ERTs Replaced with New Radio Read Meters & ERTs	14	180	247	309
0	Valves Exercised (Approx. 2674 in SSCWD System 3/2021)	16	299	528	487
0	Fire Hydrants Flushed (Approx. 938 in SSCWD System 3/2021)	20	466	537	342
8	Meters on Repair List	15	209	250	335
6	Emergency Calls	25	138	158	161
183	Locates on our Water/Sewer Lines	353	1722	1512	1816
0	Sewer Inspections	0	0	0	0
3	Shutoff Notices	6	23	0	0
1	Water Services Replaced	3 (Total = 966)	17	15	39

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



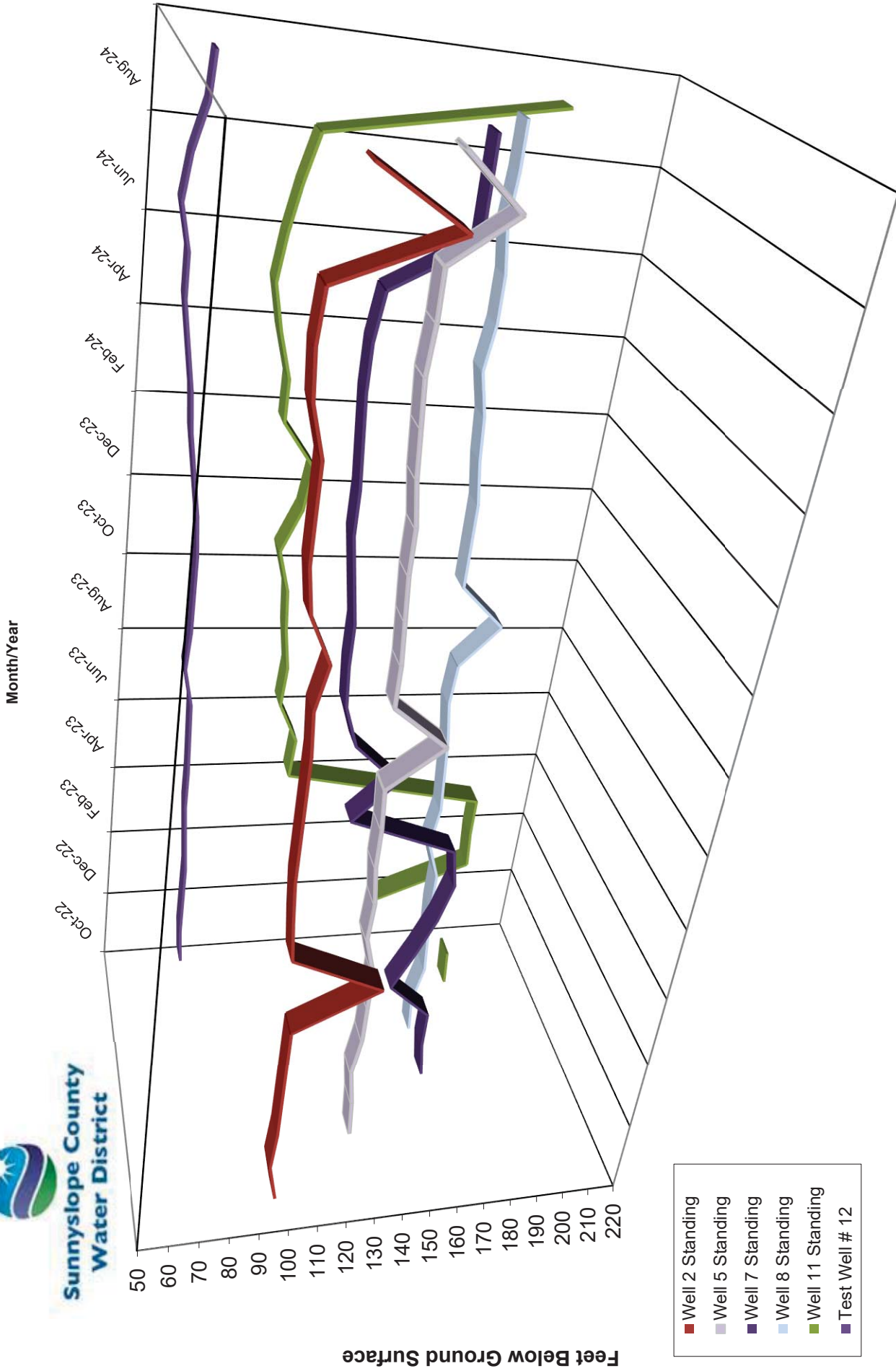
Hollister/Sunnyslope Intertie Water Balance

Report Date: September 1, 2024 Current Consumption Period: July 17, 2024		to August 14, 2024			
Intertie Location	Groundwater Flow to COH	Surface Flow to COH	Groundwater Flow to SSCWD	Surface Flow to SSCWD	to
	i n G a l l o n s				
Southside Road Intertie Water Total Flow	0	5,894,271			
Sunset & Memorial Water Total Flow	6,682,100	2,656,500	0		0
Sunnyslope & Memorial Water Total Flow	5,949,600	1,327,380	0		0
Hillcrest and Memorial Water Total Flow	6,100	5,900	1,100		1,000
Santa Ana & La Baig Water Total Flow	643,200	2,139,300	0		0
Intertie Sub-Total Water Flow	13,281,000	12,023,351	1,100		1,000
<i>Total Combined Surface and Ground Water Intertie Flow</i>	25,304,351		2,100		
City of Hollister Well 2 Surface Water Total Flow (West Hills)		8,413,000			
City of Hollister Well 4 Surface Water Total Flow (West Hills)		17,850,000			
City of Hollister Well 5 Surface Water Total Flow (West Hills)		16,256,000			
Sunnyslope Well 2 Surface Water Total Flow (West Hills)				9,611,000	
Sunnyslope Well 11 Surface Water Total Flow (West Hills)				20,839,000	
Sunnyslope Surface Water Total Flow (LESSALT)				41,722,000	
Surface Water Flow Sub-Totals		42,519,000		72,172,000	
Ground Water and Surface Water Flow Totals	13,281,000	54,542,351	1,100		72,173,000
Current Period:	COH half of Surface Water Flow to Distribution (LESSALT & WH)		57,345,500		
	Net Ground/Surface Water Balance Owed to SSCWD (to COH)	13,279,900	-2,804,149		
	Beginning Water Balance Owed to SSCWD (to COH)	800,708,500	-361,531,587		
	Gallons Billed to COH thru Report Date August 1, 2024	0		Informational Last Month Net Total	443,151,328
	Sub-total Ending Water Balance Owed to SSCWD (to COH)	813,988,400	-364,335,736	Net Sub Total	449,652,664
	Half of Total Gallons LESSALT Discharge to City of Hollister Wastewater Treatment Plant during the current consumption period			1,399,000	
	Exchange Factor; Half of the total gallons discharged to COH WWTP from LESSALT multiplied by a factor of 4				5,596,000.00
	Ending Water Balance Owed to SSCWD (to COH)	808,392,400	-364,335,736	Net Total	444,056,664

Current:	LESSALT WTP Total Flow to Distribution	41,722,000			
	Percent of LESSALT Surface Water Received	COH	28.8%	SSCWD	71.2%
Current:	COH half of LESSALT Total Flow to Distribution	20,861,000			
	Intertie Net Surface Water Total Flow to COH	12,022,351			
	Intertie Net Ground Water Total Flow to COH	13,279,900			
Current:	West Hills WTP Total Flow to Distribution	72,969,000			
	Percent of Surface Water Received	COH	58.3%	SSCWD	41.7%
Current:	COH half of West Hills WTP Total Flow to Distribution	36,484,500			
	West Hills WTP Surface Water Total Flow to COH	42,519,000			

From April 1, 2024 to Present					
YTD	LESSALT WTP Total Flow to Distribution	193,967,000			
	West Hills WTP Total Flow to Distribution	418,698,000			
	Surface WTPs Total Flow to Distribution	612,665,000			
	Total YTD Surface Flow to COH/SSCWD	COH	279,820,310	SSCWD	332,844,690
	Percent of Surface Water Received	COH	45.7%	SSCWD	54.3%

Depth to Standing Water Level Below Ground Surface



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

Well 11 = 330
 Test Well 12 = 308

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

Staff Report

Agenda Item: **H-6**

DATE: September 17, 2024 (September 24, 2024 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: General Manager Monthly Status Report

ACTIVE TASKS:

1. **Best Road Mutual Water Company (BRMWC) System Consolidation** – Staff anticipates the final approval of the John Smith Road Water Pipeline will occur in October. The State Water Resources Control Board will provide final approval of the project with conformance to the grant funds allocated and the pipeline will be distributed for bid. Sunnyslope will oversee the construction of the pipeline and construction will be reimbursed by the grant funding obtained by BRMWC last year.
2. **San Bentio County Mega Grant** – The Wallace Group continues to work on the plans to connect Tres Pinos and Stonegate into the Sunnyslope water system. Survey work has been completed and Sunnyslope staff continue to work with SBCWD staff to finalize the out of area water service agreement needed to legally provide water to those lots outside of Zone 6 or Zone 3. This agreement should be ready for Board approval in October.
3. **Administration Building Solar Upgrade** – The upgrade of the Administration building solar includes the addition of left over panels from the SBR solar upgrade project and the construction of up to 6 new electric car charging stations. This project is on hold until the end of October while we wait to know if grant applications for electric vehicles are approved by Monterey Bay Air Resources District (MBARD). The upgrade project also includes replacing the existing generator with new battery storage for emergency power, however project cost recovery through charging district owned vehicles is part of the anticipated return on investment so we will return with this project in the future.

Staff Report

Agenda Item: I-1

DATE: September 13, 2024 (September 24, 2024 Meeting)

TO: Board of Directors

FROM: Rob Hillebrecht, Principal Engineer

SUBJECT: Consider The Award Of The Randy Circle Asphalt Repaving Project To The Qualified Contractor "QA Constructors Inc." For A Cost Of \$52,000 And Allow A Contingency Fund Not To Exceed \$5,200. (Categorically Exempt Project, California Environmental Quality Act Per Cal. Code Of Regulations, Title 14, Section 15301 (c).

RECOMMENDATION:

Approve a motion to enact all the following:

1. Approve the Plans and Specifications for the Randy Circle Asphalt Repaving Project which are available at the Sunnyslope County Water District Office, and grant the General Manager or his designee the authority to approve all amendments thereto as necessary for conditions in the field;
2. Accept all responsive and responsible bids;
3. Award a construction contract to the lowest responsive and responsible bidder, QA Constructors Inc., in the amount of \$52,000;
4. Authorize the General Manager to execute the contract upon receipt and acceptance of all elements identified in the Plans & Specifications as required prior to the contract;
5. Authorize the General Manager to expend up to an additional 10% equaling \$5,200 for unforeseen construction contingencies for timely completion of the project.

BACKGROUND:

During the night of July 4, 2024, Staff responded to a significant water main break on Randy Circle. Staff diligently isolated the break and conducted the repair, working long hours in extreme heat. However, before it was isolated the high flows from the break lifted and damaged a significant portion of the asphalt in the road. After waiting a few weeks for the damage to fully reveal itself, staff determined the extent of the repaving necessary. A request for bids was advertised with local paving contractors and the following responsive and responsible bids were received:

- | | |
|--|----------|
| 1. QA Constructors Inc. | \$52,000 |
| 2. RNR Paving Inc. | \$56,707 |
| 3. APENA Construction Inc. | \$58,900 |
| 4. Sharp Engineering and Construction Inc. | \$72,000 |

- | | |
|-------------------------------------|----------|
| 5. Don Chapin Company Inc. | \$73,000 |
| 6. Wattis Construction Company Inc. | \$89,800 |

FISCAL IMPACT:

The fiscal impact of this motion is a total of \$57,200 with \$52,000 directly associated with the contract and \$5,200 as the 10% contingency.

ENVIRONMENTAL IMPACT:

This repaving is directly associated with the repair of existing facilities and thus is categorically exempt as a Class 1 Categorical Exemption under California Environmental Quality Act, Article 19, §15301.

ATTACHMENTS:

1. Prevailing Bid – QA Constructors Inc.
2. Construction Contract

BID FORM

Project Identification: RANDY CIRCLE ASPHALT REPAVING

This Bid is submitted to:

Sunnyslope County Water District,
3570 Airline Highway,
Hollister, CA, 95023.
Telephone: (831) 637-4670.

Communications concerning this bid shall be addressed to:

Alvin Do, Assistant Engineer
Sunnyslope County Water District
3570 Airline Hwy, Hollister, CA, 95023
Telephone Number: (714) 723-2048
Email: alvin@sscwd.org

Article 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a contract with District in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Article 2

Bidder accepts all the terms and conditions. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Contract and other documents required by the Bidding Requirements within fifteen (15) days after the date of the District's Notice of Award.

Article 3

In submitting this Bid, Bidder represents, as more fully set forth in the Contract, that:

(a) Bidder has examined copies of all the Bidding Documents.

(b) Bidder has examined copies of the following Addenda (receipt of which is hereby acknowledged): None

(Write the Addendum Numbers if any)

(c) Bidder has familiarized themselves with the nature and extent of the Contract documents, the Work, site locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(d) Bidder represents that its bid is based on fully accounting for the cost of all labor, material, tools, equipment mobilization, traffic control, debris disposal, taxes, fees, and any other miscellaneous charges necessary to complete the Work in full compliance with the Contract.

In the event that additional work not specified in the scope of the Bid Form, Request for Bid, or Contract, the contractor must obtain in writing from the District Principal Engineer, confirmation and terms for claiming additional work expenses. Any work claimed without prior approval cannot be approved for payment.

Article 4

Bidder will complete the Work of RANDY CIRCLE ASPHALT REPAVING for the following lump sum price. Should the written and numerical values differ, the written value shall govern.

Bid Price: Fifty two thousand dollars even - QA Dollars (\$ 52,000.00 QA)
~~Forty nine thousand fifty dollars even~~ (Written) ~~49,050.00~~ (Number)

Article 5

Bidder declares it is registered and qualified to perform public work under California Labor Code § 1725.5. Bidder declares it possesses a valid State of California Contractor's license at the time of submitting this Bid. Bidder shall state its license number, classification and expiration date on its Bid Form. Bidder declares that it possesses a current contractor's license of the required classification, valid in the appropriate jurisdiction at the time of submitting this bid.

Contractor's license number: 1013265
License classification: A - General Engineering
License expiration date: 11/30/2024
Submitted on: 9/05/2024

Type tr

If Bidder is:
A Corporation

By: (SEAL)

Corporation's Name: QA Constructors Inc.

State of Incorporation: CA

Business Address: 850 S. Van Ness Ste 35 San Francisco CA 94110

Telephone No: (415) 340-7283

By: Quinto Allende

Name of Person Authorized to Sign: Quinto Allende - President

Signature: 

Title: President

Attest: Quinto Allende

Secretary Name: Quinto Allende

Secretary Signature: 

LIST OF REFERENCES

Please list five (5) related jobs with description and name of customer the District may contact regarding completion of similar work performance where the District may inspect the work performed.

1. Caltrans Hung Nguyen 510-385-7130
Rte 680 SB @ E Capital Expy off-ramp San Jose
Hillside repair, grinding and paving 1,200 tons

2. City of Hayward Jason Whipple 510-583-4755
Alves and Leighton, Hayward
Grind and pave street, install valley gutter

3. City of Belvedere David Sizze 707-544-6274
Beach Rd and Bella Vista, Belvedere
Grind and pave street 27,000 SF

4. City of Pleasanton Hwy Ho 925-931-5663
Grind and pave various driveways in Pleasanton 800 tons

5. Marin County, Inverness ~~Per~~ Rich Souza 415-499-6528
Overlay St Francis Drive and Drake View Drive, Inverness
3,000 tons

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CONSTRUCTION CONTRACT

THIS CONTRACT made on _____ by, and between, **SUNNYSLOPE COUNTY WATER DISTRICT** (District), and **QA Contractors Inc.**, herein (Contractor). Any and all obligations of the District and Contractor, collectively “Parties” are fully set forth and described herein.

In consideration of the mutual covenants and conditions set forth in this Contract, the Parties agree as follows:

1. WORK TO BE PROVIDED

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the Work in a good and workmanlike manner, as called for, and in the manner designated in, and in strict conformity with, the specifications in the District Notice Inviting Bids and Bid Form.

The Work is generally described as follows:

- a. Demolish and remove the existing asphalt.
- b. Level the road surface to ensure uniformity with the surrounding road infrastructure.
- c. Construct the road surface to facilitate appropriate water run-off, preventing waterlogging and ensuring longevity of the road.
- d. Backfill with class 2 base rock and compact to 95% relative compaction.
- e. Lay and finish the new asphalt layer with 5 inches of hot mix asphalt compacted to 95% relative compaction. Hot mix asphalt shall be appropriately rolled to match the existing paved area.
- f. Apply a Joint Adhesive between the curb and asphalt.
- g. Contractor shall be responsible for keeping the G5 hydrant valve can and blue reflector dot in place and paving around. (see Exhibit)
- h. Contractor shall be responsible for noticing affected residents and providing access as feasible.
- i. Contractor shall be responsible for the disposal of all excess materials and debris.
- j. All Work shall be completed under the sole direction and control of Contractor, and subject to inspection and approval of the District, or its representatives.

2. ADDITIONAL PROVISIONS

The following exhibits and documents are incorporated herein by reference and constitute part of this Contract: Bid Form; Notice Inviting Bids and City of Hollister Standard Drawing A-1 “Minimum Street Structural Section”, A-5 “Pavement Conformance”, and A-6 “Pavement To Curb Transition”.

3. PERFORMANCE STANDARDS

a. Contractor warrants that Contractor and its agents, employees, and subcontractors performing the Work under this Contract are specially trained, experienced, competent, and appropriately licensed to perform the Work and deliver the services required under this Contract and are not employees of the District, or immediate family of a District employee.

b. Contractor, its agents, employees, and subcontractors shall perform all Work in a safe and skillful manner and in compliance with all applicable laws and regulations. All Work performed under this Contract that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

c. All Work under the terms of this Contract shall be performed at the sole direction and control of Contractor, and subject to inspection and approval of the District, or its representatives.

4. PAYMENT

The District agrees to pay, and Contractor agrees to accept full payment for the Work above agreed to be completed, the amount of **Fifty Two Thousand Dollars (\$52,000)** lump sum of described work. Included within this price are all labor, materials, tools, equipment, traffic control, and other miscellaneous costs. Any additional work required beyond that described herein is subject to authorization by the District Field Representative and shall be paid for on a time and materials basis.

5. PREVAILING WAGE RATES

The Work under this Contract qualifies as Public Works subject to California Labor Code Section 1720 et seq. Contractor shall comply with and be bound by all pertinent sections of the Labor Code beginning with Section 1720 regarding payment of prevailing wage rates, holiday and overtime pay, hiring of apprentices, workers compensation insurance, etc., all as set forth by the California Department of Industrial Relations (DIR). Contractor shall be registered with DIR as a Public Works Contractor and abide by all relevant reporting requirements. Contractor is responsible for maintaining all applicable payroll records and reports, which shall be made available to District for review upon written request.

6. TERM OF CONTRACT

The term of this Contract shall commence upon execution hereof by Contractor and the District and shall extend for four (4) years, unless terminated sooner pursuant to the terms of this Contract. After which, the existing contract may be extended for periods of one year with the approval of District Board of Directors (Board).

7. INSURANCE

Without limiting Contractor's duty to indemnify, Contractor shall maintain, at no cost to the District, throughout the term of this Contract a policy or policies of insurance covering all of Contractor's Work hereunder with the following minimum limits of liability:

- a. General liability insurance, including but not limited to premises, personal injury, products, and completed operations, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. Comprehensive automobile liability insurance covering all motor vehicles, including owned and non-owned vehicles used in providing services related to the Work previously described, with a combined single limit of \$2,000,000 per occurrence.
- c. Worker's compensation insurance or self-insurance of not less than \$1,000,000 indicating compliance with any applicable Labor Codes, acts, laws, or statutes, whether federal or state.

Contractor shall file a certificate of insurance with the District as evidence that Contractor has the insurance coverages required under this Contract. The District shall be notified in writing thirty (30) days prior to any cancellation or material change in the insurance.

8. **TERMINATION**

The District may terminate this Contract for any reason by giving written notice of termination at least fourteen (14) days prior to the effective termination date, which shall be specified in such notice. The District may immediately terminate this Contract for good cause. "Good cause" includes but is not limited to a breach of or failure to perform any section of this Contract, poor workmanship, and excessive and undue delay between District notice of a trench requiring restoration and Contractor's execution of said restoration. In the event of such termination, the amount payable under this Contract shall be limited to payment for the Work performed prior to the date of termination.

9. **INDEMNIFICATION**

Contractor shall, to the fullest extent allowable by law, indemnify, defend, and hold the District and its directors, officers, employees, and agents harmless against any and all claims, demands, expenses, and liability occurring or resulting to any and all persons, firms, or corporations for damage, injury, or death which arise out of or are related to Contractor's performance of the Work, unless such claim, demand, expense, or liability is caused by the District's sole negligence or willful misconduct. "Contractor's performance" includes Contractor's action or inaction or the action or inaction of Contractor's officers, employees, or agents.

10. **AMENDMENTS & MODIFICATIONS**

No modification or amendment of this Contract shall be valid unless it is set forth in writing and executed by the Parties hereto.

11. LICENSING REQUIREMENTS

Contractor is required, by law, to be licensed and regulated by Contractor's state license board and must abide by all licensing and reporting regulations.

12. APPRENTICES

Contractor agrees to comply with all provisions of the law regarding the employment of apprentices. (Labor Code §§ 1773.3, 1777.5, 1777.6 and 3077 et seq.) These Labor Code sections require Contractor employ apprentices in apprenticeship occupations in a ratio of not less than one (1) apprentice for each five (5) journeyman hours, unless an exemption is granted. Contractor shall not discriminate among otherwise qualified employees as indentured apprentices on any Public Works project solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age. Only apprentices who are in training under written apprenticeship agreements shall be employed on Public Works contracts in apprenticeship occupations. The responsibility for compliance with these provisions for all apprenticeship occupations rests with Contractor.

13. PAYROLL RECORDS.

Pursuant to Labor Code §1776, Contractor shall keep accurate records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the Work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: 1) The information contained in the payroll record is true and correct; 2) The employer has complied with the requirements of Labor Code §§1771, 1811, and 1815 for any Work performed. Payroll records enumerated shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor.

14. INDEPENDENT CONTRACTOR.

In the performance of the Work, duties, and obligations under this Contract, Contractor is at all times acting and performing as an independent contractor and not as an employee of the District. No offer or obligation of permanent employment with the District is intended in any manner, and Contractor shall not become entitled by virtue of this Contract to receive from District any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Contract. In connection therewith, Contractor shall defend, indemnify, and hold District harmless from any and all liability which District may incur because of Contractor's failure to pay such taxes.

15. NON-DISCRIMINATION

Throughout the performance of this Contract, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, color, religion, gender, national

origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual preference, either in Contractor's employment practices or in the furnishing of services to recipients. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination and shall comply fully with all federal, State and local laws and regulations which prohibit discrimination.

16. NOTICES.

Notices required under this Contract shall be delivered personally or by first-class, postage pre-paid mail to the District's and Contractor's contract administrators at the addresses listed below:

FOR DISTRICT:	FOR CONTRACTOR:
Drew Lander General Manager 3570 Airline Highway Hollister, CA 95023 (831) 637-4670 drew@sscwd.org	Quinto Allende President 850 S. Van Ness Ste. 35 San Francisco CA 94110 (415) 340 - 7283 qa@qaccorp.com

17. GOVERNING LAWS

This Contract shall be construed and enforced according to the laws of the State of California, and the Parties hereby agree that the County of San Benito shall be the proper venue for any dispute arising hereunder.

18. DISPUTES

a. Contractor shall continue to perform under this Contract during any dispute. The Parties agree to make good faith efforts to resolve disputes as quickly as possible.

b. Claims

(1) Upon receipt of a claim by Contractor, the District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying the portions of the claim that are disputed and undisputed. The Parties may, by mutual agreement, extend the time period.

(a) Contractor shall furnish reasonable documentation to support the claim.

(b) If the District needs approval from its Board to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed Board meeting after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

(c) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, paragraph (2) shall apply.

(2) If Contractor disputes the District's written response, or if the District fails to respond to a claim issued pursuant to this section within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(a) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the District shall provide Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(b) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(c) Unless otherwise agreed to by the Parties in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(d) The District is not precluded from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the Parties' dispute.

(3) Failure by the District to respond to a claim from Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim denied by reason of the District's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of Contractor.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against the District because privity of contract does not exist, Contractor may present to the District a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a claim for work performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the District shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, Contractor shall notify the subcontractor in writing as to whether Contractor presented the claim to the District and, if Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

- c. In the event any dispute arising from or relating to this Contract results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorneys' fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

19. UNFAIR BUSINESS PRACTICES CLAIM

In accord with California Public Contracts Code § 7103.5, Contractor agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods,

services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the District tenders final payment to Contractor, without further acknowledgment by the Parties.

20. CONSTRUCTION OF CONTRACT

The Parties agree that each party has fully participated in the review and revision of this Contract and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Contract or any exhibit or amendment. To that end, it is understood and agreed that this Contract has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Contract within the meaning of Civil Code section 1654.

21. CONFLICT OF INTEREST

Contractor represents it presently has no interest and agrees not to acquire any interest during the term of this Contract which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the Work required to be rendered under this Contract.

22. NON-EXCLUSIVE CONTRACT

This Contract is non-exclusive and both Parties expressly reserve the right to contract with other entities for the same or similar services.

23. WAIVER

Any waiver of any term or condition hereof must be in writing and signed by the District. No such waiver shall be construed as a waiver of any other term or condition herein.

24. SUCCESSORS AND ASSIGNS

This Contract and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns and heirs. Contractor shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Contract without the prior written consent of the District.

25. COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

26. AUTHORITY

Any individual executing this Contract on behalf of the District or Contractor represents and warrants hereby that he or she has the requisite authority to enter into this Contract on behalf of such party and bind the party to the terms and conditions of this Contract.

27. SEVERABILITY

If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

28. ENTIRE CONTRACT

As of the effective date, this Contract, including the exhibits and any documents incorporated by reference, represents the entire Contract between the District and Contractor with respect to the subject matter of this Contract, and supersedes any and all prior written or oral negotiations and representations between the Parties concerning all matters relating to the subject of this Contract.

29. ACCIDENT PROTECTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building codes, and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first herein written.

DISTRICT

CONTRACTOR

By: _____
Drew Lander

By: _____

Title: General Manager

Title: _____

Staff Report

Agenda Item: I-2

DATE: September 13, 2024 (September 24, 2024 Meeting)

TO: Board of Directors

FROM: Rob Hillebrecht, Principal Engineer

SUBJECT: Consider Awarding A Contract For The On-Call Trench Pavement Restoration & Repair Project To Mark Nicholson Inc. At A Cost Of \$33.50 Per Square Foot (Class 1 Categorical Exemption Under California Environmental Quality Act, Article 19, §15301.)

RECOMMENDATION:

Approve a motion to enact all the following:

1. Approve the Plans and Specifications for the On-Call Trench Pavement Restoration & Repair Project which are available at the Sunnyslope County Water District Office, and grant the General Manager or his designee the authority to approve all amendments thereto as necessary for conditions in the field;
2. Accept all responsive and responsible bids;
3. Award a construction contract to the lowest responsive and responsible bidder, Mark Nicholson Inc., in the amount of \$33.50 per square foot of pavement restoration;
4. Authorize the General Manager to execute the contract upon receipt and acceptance of all elements identified in the Plans & Specifications as required prior to the contract;
5. Authorize the General Manager to adjust the square foot price each year of the contract by a value no greater than the ENR Construction Cost Index for the San Francisco Bay area.

BACKGROUND:

Almost all of Sunnyslope's water and sewer mains and services are under paved roadways. When a leak is discovered, staff must cut the asphalt to excavate the pipe and repair the leak. After the leak is repaired, staff install a temporary road patch for public safety, but a permanent asphalt repair is necessary to ensure the road's long-term integrity. Sunnyslope experiences relatively few leaks, averaging about 2-3 per month, and staff have determined that it is most cost effective to contract for permanent asphalt repair so several patches can be completed by a competent paving firm as needed. The previous contract for these services was approved in February 2018. To ensure that the district receives a competitive price for these services, Staff advertised a Request for Bids to local contractors. The following responsive and responsible bids were received:

RECEIVED BIDS

- | | |
|--|-------------------------|
| 1. Mark Nicholson Inc. | \$33.50 per square foot |
| 2. Sharp Engineering & Construction Inc. | \$42.00 per square foot |

FISCAL IMPACT:

The fiscal impact of this contract is estimated to be approximately \$50,000 per year based on the assumption that there would be two to three 50 square foot repairs needed per month. This work is included in operational maintenance budgeting each fiscal year.

ENVIRONMENTAL IMPACT:

The repaving of water and sewer repair trenches for existing facilities is categorically exempt as a Class 1 Categorical Exemption under California Environmental Quality Act, Article 19, §15301.

ATTACHMENTS:

1. Prevailing Bid – Mark Nicholson Inc.
2. Services Contract

BID FORM

Project Identification: ON-CALL TRENCH PAVEMENT RESTORATION AND REPAIR

This Bid is submitted to:

Sunnyslope County Water District,
3570 Airline Highway,
Hollister, CA, 95023.
Telephone: (831) 637-4670.

Communications concerning this bid shall be addressed to:

Alvin Do, Assistant Engineer
Sunnyslope County Water District
3570 Airline Hwy, Hollister, CA, 95023
Telephone Number: (714) 723-2048
Email: alvin@sscwd.org

Article 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a contract with District in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Article 2

Bidder accepts all the terms and conditions. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. Bidder will sign and submit the Contract and other documents required by the Bidding Requirements within fifteen (15) days after the date of the District's Notice of Award.

Article 3

In submitting this Bid, Bidder represents, as more fully set forth in the Contract, that:

(a) Bidder has examined copies of all the Bidding Documents.

(b) Bidder has examined copies of the following Addenda (receipt of which is hereby acknowledged): N/A

(Write the Addendum Numbers if any)

(c) Bidder has familiarized themselves with the nature and extent of the Contract documents, the Work, site locality, and all local conditions, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(d) Bidder represents that its bid is based on fully accounting for the cost of all labor, material, tools, equipment mobilization, traffic control, debris disposal, taxes, fees, and any other miscellaneous expenses necessary to complete the Work in full compliance with the Contract.

Article 4

Within a reasonable time frame, not to exceed 3 months from date of notification by District, Contractor awarded this contract shall be able to coordinate with local jurisdiction to provide traffic control, perform asphalt repair per City of Hollister detail E-4-1 by removing the top 5 inches of material adjacent to saw cut edge, re-compact the sub grade to 95% relative compaction, apply liquid asphaltic binder to the edges of the saw cut edge, and repave the trench with 5 inches of Type A – HMA compacted to 95% relative compaction. Bidder shall be responsible for the disposal of all excess material. All Work shall be done in conformance with the City of Hollister Standard Drawings and notes E-4-2 “Trench Resurfacing”.

Caltrans construction manual Chapter 4 contains the definition, grading and treatment of Type A – HMA. The Contractor shall be experienced and knowledgeable regarding Caltrans standards for HMA care, placement and testing. Work performed which does not result in asphalt placement conforming to Caltrans standards will result in the District ending the contract term.

In the event that additional subgrade preparation or other work is required at any location, the contractor must obtain in writing from the District Principal Engineer’s confirmation and terms for claiming additional work expenses. Any work claimed without prior approval cannot be approved for payment.

Bidder will complete the Work of ON-CALL TRENCH PAVEMENT RESTORATION AND REPAIR for the following per square foot price. Should the written and numerical values differ, the written value shall govern.

thirty-three dollars and fifty cents _____ per square foot (\$ 33.50 _____ per square foot)
(Written) (Number)

Article 5

Bidder declares it is registered and qualified to perform public work under California Labor Code § 1725.5. Bidder declares it possesses a valid State of California Contractor’s license at the time of submitting this Bid. Bidder shall state its license number, classification and expiration date on its Bid Form. Bidder declares that it possesses a current contractor’s license of the required classification, valid in the appropriate jurisdiction at the time of submitting this bid.

Contractor’s license number: 286993

License classification: B & A

License expiration date: 01/31/2026

Submitted on: _____

If Bidder is:
An Individual

By: (SEAL)

Individual's Name:

Signature:

Doing business as:

Business Address:

Telephone Number:

If Bidder is:
A Partnership

By: (SEAL)

Firm Name: _____

Business Address: _____

Telephone No: _____

General Partner Name: _____

Signature: _____

Title: _____

If Bidder is:
A Corporation

By: (SEAL)

Corporation's Name: Mark Nicholson, Inc.

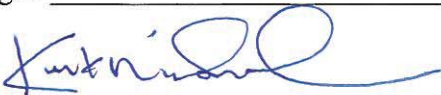
State of Incorporation: California

Business Address: 701 McCray Street, Hollister, CA 95023

Telephone No: 831-637-5728

By:

Name of Person Authorized to Sign: Kurt Nicholson

Signature: 

Title: President

Attest:

Secretary Name: Kim Nicholson

Secretary Signature: 

LIST OF REFERENCES

Please list five (5) paving related jobs with description and name of customer the District may contact regarding your work performance and where the District may inspect the work performed.

1. SUNNYLSLOPE COUNTY WATER DISTRICT ASPHALT TRENCH RESTORATION

CONTACT: DEEJ BURBANK

2. HOLLISTER FARMS SHOPPING CENTER (PARK ST. HOLLISTER, CA)

HAWKINS COMPANIES

CONTACT: KEN TUCKER (208) 830-8987

3. CITY OF HOLLISTER ENCROACHMENT PERMIT WORK

CONTACT: WILL ALLEN (831) 636-4340

4. FARMSTEAD SUBDIVISION WESTSIDE BLVD. HOLLISTER, CA

CONTACT: ALEXANDER SYWAK (408) 309-9253

5. LA HEARNE BUILDING (MCCLOSKEY RD. HOLLISTER, CA)

DON MARCUS @ MARCUS BUILDING SYSTEMS (831) 902-5395

CONSTRUCTION CONTRACT

THIS CONTRACT made on _____ by, and between, **SUNNYSLOPE COUNTY WATER DISTRICT** (District), and **Mark Nicholson Inc.**, herein (Contractor). Any and all obligations of the District and Contractor, collectively “Parties” are fully set forth and described herein.

In consideration of the mutual covenants and conditions set forth in this Contract, the Parties agree as follows:

1. WORK TO BE PROVIDED

Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, transportation, and material necessary to perform and complete the Work in a good and workmanlike manner, as called for, and in the manner designated in, and in strict conformity with, the specifications in the District Notice Inviting Bids and Bid Form.

The Work is generally described as follows:

- a. The District will backfill the trench with sand and class 2 base rock materials compacted to 95% relative compaction, with 1-inch thick cold mix asphalt cover, and saw cut existing asphalt at least 12 inches from the trench wall. Contractor must provide traffic control, remove the top 5 inches of material (cold mix asphalt, class 2 base rock, and saw cut asphalt sections), re-compact the sub grade to 95% relative compaction, apply liquid asphaltic binder to the edges of the saw cut edge, and repave the trench with 5 inches of hot mix asphalt compacted to 95% relative compaction. Hot mix asphalt shall be appropriately rolled to match with the existing paved area. Contractor shall be responsible for the disposal of all excess material. All Work shall be done in conformance with the City of Hollister Standard Drawing E-4 “Trench Resurfacing”.
- b. Trench restoration shall be completed within three month of Contractor notification by the District. However, the District may at its discretion require Contractor to complete restoration within two weeks of notification if there is a public safety concern.
- c. All Work shall be completed under the sole direction and control of Contractor, and subject to inspection and approval of the District, or its representatives.
- d. Contractor shall warranty the work product for a period of one year from the final completion of the repair. Contractor shall be responsible to promptly and adequately repair any deformation, settlement, cracks, bulges, or other issues with the asphalt patch repair within that one year period at no cost to the District.

2. ADDITIONAL PROVISIONS

The following exhibits and documents are incorporated herein by reference and constitute part of this Contract: Bid Form; Notice Inviting Bids and City of Hollister Standard Drawing E-4 “Trench Resurfacing”

3. PERFORMANCE STANDARDS

a. Contractor warrants that Contractor and its agents, employees, and subcontractors performing the Work under this Contract are specially trained, experienced, competent, and appropriately licensed to perform the Work and deliver the services required under this Contract and are not employees of the District, or immediate family of a District employee.

b. Contractor, its agents, employees, and subcontractors shall perform all Work in a safe and skillful manner and in compliance with all applicable laws and regulations. All Work performed under this Contract that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

c. All Work under the terms of this Contract shall be performed at the sole direction and control of Contractor, and subject to inspection and approval of the District, or its representatives.

4. PAYMENT

The District agrees to pay, and Contractor agrees to accept full payment for the Work above agreed to be completed, the amount of **Thirty Three Dollars Fifty Cents (\$33.50)** per square foot of trench restoration. Included within this price are all labor, materials, tools, equipment, traffic control, and other miscellaneous costs. At the Contractor’s written request the square foot bid price shall be adjusted annually by the ENR Construction Cost Index for the San Francisco Bay area. Any additional work required beyond that described herein is subject to authorization by the District Field Representative and shall be paid for on a time and materials basis.

Contractor shall submit monthly invoices to the District for Work provided in the previous one month period. The invoice shall include the date, location, and square footage of individual trench restorations along with the price per square foot and any other pertinent information as determined by the District.

5. PREVAILING WAGE RATES

The Work under this Contract qualifies as Public Works subject to California Labor Code Section 1720 et seq. Contractor shall comply with and be bound by all pertinent sections of the Labor Code beginning with Section 1720 regarding payment of prevailing wage rates, holiday and overtime pay, hiring of apprentices, workers compensation insurance, etc., all as set forth by the California Department of Industrial Relations (DIR). Contractor shall be registered with DIR as a Public Works Contractor and abide by all relevant reporting requirements. Contractor is responsible for

maintaining all applicable payroll records and reports, which shall be made available to District for review upon written request.

6. TERM OF CONTRACT

The term of this Contract shall commence upon execution hereof by Contractor and the District and shall extend for four (4) years unless terminated sooner pursuant to the terms of this Contract, after which the existing contract may be extended for one four (4) year period with the approval of Contractor and District Board of Directors (Board).

7. INSURANCE

Without limiting Contractor's duty to indemnify, Contractor shall maintain, at no cost to the District, throughout the term of this Contract a policy or policies of insurance covering all of Contractor's Work hereunder with the following minimum limits of liability:

- a. General liability insurance, including but not limited to premises, personal injury, products, and completed operations, with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b. Comprehensive automobile liability insurance covering all motor vehicles, including owned and non-owned vehicles used in providing services related to the Work previously described, with a combined single limit of \$2,000,000 per occurrence.
- c. Worker's compensation insurance or self-insurance of not less than \$1,000,000 indicating compliance with any applicable Labor Codes, acts, laws, or statutes, whether federal or state.

Contractor shall file a certificate of insurance with the District as evidence that Contractor has the insurance coverages required under this Contract. The District shall be notified in writing thirty (30) days prior to any cancellation or material change in the insurance.

8. TERMINATION

The District may terminate this Contract for any reason by giving written notice of termination at least fourteen (14) days prior to the effective termination date, which shall be specified in such notice. The District may immediately terminate this Contract for good cause. "Good cause" includes but is not limited to a breach of or failure to perform any section of this Contract, poor workmanship, and excessive and undue delay between District notice of a trench requiring restoration and Contractor's execution of said restoration. In the event of such termination, the amount payable under this Contract shall be limited to payment for the Work performed prior to the date of termination.

9. INDEMNIFICATION

Contractor shall, to the fullest extent allowable by law, indemnify, defend, and hold the District and its directors, officers, employees, and agents harmless against any and all claims, demands, expenses, and liability occurring or resulting to any and all persons, firms, or corporations for

damage, injury, or death which arise out of or are related to Contractor's performance of the Work, unless such claim, demand, expense, or liability is caused by the District's sole negligence or willful misconduct. "Contractor's performance" includes Contractor's action or inaction or the action or inaction of Contractor's officers, employees, or agents.

10. **AMENDMENTS & MODIFICATIONS**

No modification or amendment of this Contract shall be valid unless it is set forth in writing and executed by the Parties hereto.

11. **LICENSING REQUIREMENTS**

Contractor is required, by law, to be licensed and regulated by Contractor's state license board and must abide by all licensing and reporting regulations.

12. **APPRENTICES**

Contractor agrees to comply with all provisions of the law regarding the employment of apprentices. (Labor Code §§ 1773.3, 1777.5, 1777.6 and 3077 et seq.) These Labor Code sections require Contractor employ apprentices in apprenticeship occupations in a ratio of not less than one (1) apprentice for each five (5) journeyman hours, unless an exemption is granted. Contractor shall not discriminate among otherwise qualified employees as indentured apprentices on any Public Works project solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age. Only apprentices who are in training under written apprenticeship agreements shall be employed on Public Works contracts in apprenticeship occupations. The responsibility for compliance with these provisions for all apprenticeship occupations rests with Contractor.

13. **PAYROLL RECORDS.**

Pursuant to Labor Code §1776, Contractor shall keep accurate records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it in connection with the Work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: 1) The information contained in the payroll record is true and correct; 2) The employer has complied with the requirements of Labor Code §§1771, 1811, and 1815 for any Work performed. Payroll records enumerated shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor.

14. **INDEPENDENT CONTRACTOR.**

In the performance of the Work, duties, and obligations under this Contract, Contractor is at all times acting and performing as an independent contractor and not as an employee of the District. No offer or obligation of permanent employment with the District is intended in any manner, and Contractor shall not become entitled by virtue of this Contract to receive from District any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation

coverage, insurance or disability benefits. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of Contractor's performance of this Contract. In connection therewith, Contractor shall defend, indemnify, and hold District harmless from any and all liability which District may incur because of Contractor's failure to pay such taxes.

15. NON-DISCRIMINATION

Throughout the performance of this Contract, Contractor, and its subcontractors, shall not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual preference, either in Contractor's employment practices or in the furnishing of services to recipients. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination and shall comply fully with all federal, State and local laws and regulations which prohibit discrimination.

16. NOTICES.

Notices required under this Contract shall be delivered personally or by first-class, postage pre-paid mail to the District's and Contractor's contract administrators at the addresses listed below:

FOR DISTRICT:	FOR CONTRACTOR:
Drew Lander General Manager 3570 Airline Highway Hollister, CA 95023 (831) 637-4670 drew@sscwd.org	Kurt Nicholson President 701 McCray Street Hollister, CA, 95023 (831) 637 - 5728

17. GOVERNING LAWS

This Contract shall be construed and enforced according to the laws of the State of California, and the Parties hereby agree that the County of San Benito shall be the proper venue for any dispute arising hereunder.

18. DISPUTES

- a. Contractor shall continue to perform under this Contract during any dispute. The Parties agree to make good faith efforts to resolve disputes as quickly as possible.
- b. Claims

(1) Upon receipt of a claim by Contractor, the District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying the portions of the claim that are disputed and undisputed. The Parties may, by mutual agreement, extend the time period.

(a) Contractor shall furnish reasonable documentation to support the claim.

(b) If the District needs approval from its Board to provide Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the Board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed Board meeting after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

(c) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, paragraph (2) shall apply.

(2) If Contractor disputes the District's written response, or if the District fails to respond to a claim issued pursuant to this section within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(a) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the District shall provide Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the Parties sharing the associated costs equally. The Parties shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the Parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim

remaining in dispute shall be subject to applicable procedures outside this section.

(b) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(c) Unless otherwise agreed to by the Parties in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(d) The District is not precluded from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the Parties' dispute.

(3) Failure by the District to respond to a claim from Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim denied by reason of the District's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of Contractor.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against the District because privity of contract does not exist, Contractor may present to the District a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a claim for work performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the District shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, Contractor shall notify the subcontractor in writing as to whether Contractor presented the claim to the District and, if Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

c. In the event any dispute arising from or relating to this Contract results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorneys' fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery

of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

19. UNFAIR BUSINESS PRACTICES CLAIM

In accord with California Public Contracts Code § 7103.5, Contractor agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time the District tenders final payment to Contractor, without further acknowledgment by the Parties.

20. CONSTRUCTION OF CONTRACT

The Parties agree that each party has fully participated in the review and revision of this Contract and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Contract or any exhibit or amendment. To that end, it is understood and agreed that this Contract has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Contract within the meaning of Civil Code section 1654.

21. CONFLICT OF INTEREST

Contractor represents it presently has no interest and agrees not to acquire any interest during the term of this Contract which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the Work required to be rendered under this Contract.

22. NON-EXCLUSIVE CONTRACT

This Contract is non-exclusive and both Parties expressly reserve the right to contract with other entities for the same or similar services.

23. WAIVER

Any waiver of any term or condition hereof must be in writing and signed by the District. No such waiver shall be construed as a waiver of any other term or condition herein.

24. SUCCESSORS AND ASSIGNS

This Contract and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the Parties and their respective successors, permitted assigns and heirs. Contractor shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Contract without the prior written consent of the District.

25. COUNTERPARTS

This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract.

26. AUTHORITY

Any individual executing this Contract on behalf of the District or Contractor represents and warrants hereby that he or she has the requisite authority to enter into this Contract on behalf of such party and bind the party to the terms and conditions of this Contract.

27. SEVERABILITY

If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is invalid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

28. ENTIRE CONTRACT

As of the effective date, this Contract, including the exhibits and any documents incorporated by reference, represents the entire Contract between the District and Contractor with respect to the subject matter of this Contract, and supersedes any and all prior written or oral negotiations and representations between the Parties concerning all matters relating to the subject of this Contract.

29. ACCIDENT PROTECTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building codes, and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

IN WITNESS WHEREOF, two identical counterparts of this Contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties named, on the day and year first herein written.

SUNNYSLOPE COUNTY WATER DISTRICT

CONTRACTOR

Signature: _____

Signature: _____

Name: Drew Lander

Name: _____

Title: General Manager

Title: _____

Date: _____

Date: _____

Staff Report

Agenda Item: I – 3

DATE: September 17, 2024 (September 24, 2024 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: Motion To Authorize The District President to Sign Or Reject The Attached Resolution No. 603, Accepting The LAFCo Executive Director Invitation For SSCWD To Join As A Special District Member Of LAFCo.

RECOMMENDATION:

Staff recommends the Board consider carefully the invitation by the LAFCo Executive Officer, Jennifer Stephenson, and if the Board favors direct participation in LAFCo as a member of the Commission then a motion to authorize the President must pass by a majority vote.

BACKGROUND:

Recently the Board has discussed the invitation from LAFCo and extended to Special Districts in San Benito County to join LAFCo and take part in decision making regarding annexations and changes to organizational boundaries of municipalities and public agencies. LAFCo has held two meetings to answer questions and present the invitation directly to elected officials. President Mauro and GM Lander were able to attend the most recent meeting. If a majority of the 9 Special Districts invited pass a resolution to accept the invitation then all districts would be eligible to appoint two representatives (with alternates) to sit on the Commission for each term. There are logistics to how Special Districts would work together in this manner however sitting on the commission also requires the Special Districts to share 1/3 of the operational costs of LAFCo. These costs will be prorated based on the percentage of each agency's annual budget as a fraction of the whole of all budgets.

FINANCIAL IMPACT:

The Sunnyslope Water District Budget is 7% of all Special District budgets added together. One third of the LAFCo budget for the FY24-25 year is currently \$87,780. Sunnyslope would be responsible for \$6,237.03.

ENVIRONMENTAL IMPACT:

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

ATTACHMENT:

Resolution No. 603 to approve joining LAFCo
Special District cost allocation spreadsheet

RESOLUTION NO. 603

**RESOLUTION OF THE
BOARD OF DIRECTORS OF
SUNNYSLOPE COUNTY WATER DISTRICT
REQUESTING INDEPENDENT SPECIAL DISTRICT MEMBERSHIP
ON THE LOCAL AGENCY FORMATION COMMISSION
OF SAN BENITO COUNTY**

Resolved by the Board of Directors of the District:

WHEREAS, the District believes it is important that independent special districts have a voice in LAFCo affairs; and

WHEREAS, the District believes that it is important for LAFCo to have the perspective from the independent special districts that in its deliberations; and

WHEREAS, the District understands that 33 percent of the LAFCo operating costs will be borne by the independent special districts.

WHEREAS, the District understands that each district's contribution to LAFCo's operating budget will be based on the district's operating revenues as a ratio of total operating revenues for all independent special districts in San Benito County.

WHEREAS, for these reasons, the District supports the representation of independent special districts on the Local Agency Formation Commission of San Benito County as provided for in the Cortese-Knox-Hertzberg Act of 2000; and

Now, therefore the district resolves as follows:

1. District requests independent special districts representatives be seated on LAFCo of San Benito County.
2. District supports the election of independent special district representatives (two members and one alternate) to LAFCo through a nomination and election process as provided by the Cortese-Knox-Hertzberg Act of 2000.

This Resolution is hereby adopted and approved by the Board of Directors of the Sunnyslope County Water District and the Local Agency Formation Commission of San Benito County is hereby requested to seat independent special districts according to the terms and conditions stated above and in the manner provided by the Cortese-Knox Local Government Reorganization Act of 2000.

PASSED AND ADOPTED by the Board of Directors as Resolution No. 603 of the Sunnyslope County Water District at a regular Board Meeting held on the 24th day of September, 2024 by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

Signed: _____
Dee Brown, President

(Seal)

ATTEST:
By _____
Drew A. Lander, Secretary

California State Controller's Office Data for LAFCO Fee Calculations Source: Special Districts Annual Report, 2022		List includes only Independent Special Districts Total Intergovernmental Revenues includes Federal, State, and Other Intergovernmental Agencies		
Principal County	Independent Special District Name	Activity	Total Revenue	LAFCO Budget Apportionment based on FY 24-25 Budget
San Benito	Aromas Water District	Water Enterprise	\$1,695,078	\$791.09
San Benito	Pacheco Pass Water District	Water Enterprise	\$257,373	\$120.12
San Benito	Pacheco Storm Water District	Stormwater Drainage and Maintenance	\$348	\$0.16
San Benito	San Benito County Water District	Water Enterprise	\$20,737,054	\$9,678.01
San Benito	San Benito Health Care District	Hospital Enterprise	\$151,487,434	\$70,699.35
San Benito	San Benito Resource Conservation District	Resource Conservation	\$68,150	\$31.81
San Benito	San Juan Bautista Cemetery District	Cemetery	\$274,490	\$128.10
San Benito	Sunnyslope County Water District	Sewer and Water Enterprise	\$13,364,084	\$6,237.03
San Benito	Tres Pinos County Water District	Sewer and Water Enterprise	\$202,127	\$94.33
Total			\$188,086,138	\$87,780

Staff Report

Agenda Item: I – 4

DATE: September 20, 2024 (September 24, 2024 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: Consider And Provide Direction To The General Manager Regarding The Personnel Committee Recommendation To Modify Board Member Compensation To Include A Fixed Stipend Of \$500 Per Month, In Addition To Exiting Compensations For Meeting Attendance And Check Signing.

RECOMMENDATION:

Staff recommends the Board discuss the Personnel Committee recommendation regarding modification to Board compensation and provide direction to the General Manager.

BACKGROUND:

The Personnel Committee met to discuss the current Board compensation. The committee discussed the reality that in January 2025 the Board will have a vacant seat, and one of the reasons few members of the public run for SSCWD office could be the minimal compensation offered by the district for holding office. Many other local agencies offer much more costly benefits to their elected officials such as medical coverage or much larger monthly compensation. The Sunnyslope Water District is a critical water and wastewater utility that serves over 20,000 residents in the Hollister area.

The Personnel Committee recognizes that a board member of SSCWD is a public service and not a career path. However, with this philosophy in mind there is still a need to compensate board members for the time spent reviewing and reading all the materials and policies that are required to represent the public in a competent manner. The Committee discussed and recommended a fixed stipend of \$500 per month for all board members, in addition to the current meeting attendance and check signing compensation. This compensation may help to encourage more customers to run for office and ensure strong local representation of this public utility.

To make this change the board would direct the General Manager to prepare an ordinance to modify the current board compensation policy 7020 to include any changes that are agreed upon by the majority of the board and this ordinance would be presented at the October board

meeting. If adopted by the board the ordinance would become effective January 1st, 2025 and the change in board compensation would begin the 1st of the new year.

FINANCIAL IMPACT:

The Sunnyslope budget for Board compensation would increase by \$30,000 annually.

ENVIRONMENTAL IMPACT:

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

ATTACHMENT:

Current Board Compensation Policy 7020

7020: Board Compensation

7020.1 Members of the Board of Directors shall receive compensation¹, a “Director’s Fee,” for each day’s attendance at meetings of the Board, Committees, and other duties rendered as a Director by request of the Board. The compensation amounts are as follows:

- A. \$200 for each day’s service attending Board Meetings.
- B. \$150 for each day’s service attending Committee Meetings and other duties rendered by request of the Board.
- C. \$100 per month for weekly check signing duties.
- D. Monthly compensation shall not exceed \$950 per month.
- E. Compensation will be paid monthly based on an approved Expense Report, submitted on a monthly basis, and should include a detailed listing the meetings attended in that month.
- F. Any business related expenses incurred in the performance of his/her duties for items or services appropriately related to District business and for expenses while traveling on approved District business should also be included on the monthly Expense Report submitted. See policy § 8150 Expense Reimbursement for more detail.

Policy Approved:	<u>August 11, 2011</u>	
Policy Amended:	<u>May 13, 2013</u>	
Policy Amended:	<u>April 9, 2014</u>	
Policy Amended:	<u>October 21, 2014</u>	
Policy Amended:	<u>February 19, 2019</u>	<u>April 20, 2019</u>
	Date	Effective Date

¹ As established in accordance with California Water Code § 20200 through 20207 for County Water Districts, and Government Code § 6066, and as adopted by District Ordinance No. 81 by the Sunnyslope County Water District Board of Directors and recorded in the minutes dated February 19, 2019.