



Sunnyslope County Water District

BOARD OF DIRECTORS

REGULAR MEETING

District Office Board Room



3570 Airline Hwy., Hollister, CA

NOTICE & AGENDA

MAY 17, 2022

Regular Board Meeting - 5:15PM

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

AS AUTHORIZED BY THE STATE OF CALIFORNIA EXECUTIVE ORDER N-08-21 THE SSCWD UNANIMOUSLY APPROVED THE USE OF VIRTUAL MEETING ACCESS. PUBLIC ACCESS TO DISTRICT MEETINGS CAN BE OBTAINED THROUGH THE FOLLOWING ACCESS POINTS:

ZOOM MEETING ACCESS LINK

<https://zoom.us/j/94351443777>

Passcode not required

Or Telephone: Dial + 1 (669) 900-9128 and when prompted enter Meeting ID: 943 5144 3777

Passcode not required

COVID PROTECTION GUIDELINES

Per the San Benito County meeting guidelines all boardroom attendees must comply and wear a face covering if not fully vaccinated. If providing proof of vaccination attendees will not need to wear a face covering. Virtual meeting access will continue to be provided until further determined by the District Board; All attendees must comply with any other rules of procedures/instructions announced by the Board of Directors or as directed by Staff. 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 Buzzetta_____, Vice-President Brown_____,

Director Parker_____, Director Alcorn_____, and Director Mauro _____.

- 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

C. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS:

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

- a. *County of San Benito vs. SSCWD*, San Benito County Superior Court Case No. CU-20-00068

2. Labor Negotiation Discussion (§ 54957.6) – Title: Management Employees

REGULAR SESSION

D. PLEDGE OF ALLEGIANCE

E. REPORT IN OPEN SESSION ACTION TAKEN IN CLOSED SESSION

- 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. No actions 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 Regular Board Meeting of April 19, 2022. (page 1)
2. Receive and Accept Allowance of Claims for Disbursements from April 1, 2022 through April 30, 2022. (page 9)
3. Receive and Accept Associate Engineer Monthly Status Report. (page 13)
4. Receive and Accept Finance Manager Monthly Status Reports:
 - a) Narrative Report (page 15)
 - b) Operation Summary (page 21)
 - c) Statement of Income (page 23)
 - d) Investment Summary (page 25)
 - e) Board Designated Reserves (page 26)
5. Receive and Accept Superintendent Monthly Status Reports:
 - a) Maintenance (page 29)
 - b) City Meter Reading (page 35)
 - c) Groundwater Level Measurement (page 36)
6. Receive and Accept General Manager Monthly Status Report. (page 37)
7. Approval of Resolution No. 575 of the Board of Directors of the Sunnyslope County Water District – Hollister California Proclaiming a Local Emergency, Ratifying the State of Emergency Proclaimed on March 4, 2020, and Authorizing Remote Teleconference Meetings of all District Legislative Bodies for the Following 30 Days in Accord with the Ralph M. Brown Act. Resolution No. 575 attached. (Not a project under CEQA per Article 20, Section 15378) (page 39)

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 Declaring the Following Equipment to Be Surplus Equipment and Authorize the General Manager to Sell the Vehicle/Equipment per District Policy 8510.
 - a. 2000 GMC Sierra 2500
 - b. Wachs Model TM/7 Truck Mounted Valve Operator
(Not a Project Under CEQA per Article 20, Section 15378) (page 44)
2. Approve Resolution No. 576 Authorizing and Directing the General Manager to Pursue a Contract for Sewer Treatment Capacity with the City of Hollister. (page 46)

J. STATUS REPORT

1. Governance Committee (JP, MA) – (Meeting postponed until June, TBD)
2. Water / Wastewater Committee (JP, MA) – (Meeting Held – May 6th, Items: 1. Review letter from County resident Bob Huenemann, 2. Gavalin College/Fairview Corners Development discussion, 3. Central Coast RWQCB permit update, 4. IWTP operations update.)
3. Finance Committee (JB, MA) – (Meeting Held Friday, May 6th, Preliminary FY2022/23 Budget Planning)
4. Policy and Procedure Committee (DB, EM)– (No Meeting)
5. Personnel Committee (JB, EM) – (No Meeting)
6. Water Resources Association of San Benito County (JP, Alt. MA) – (No Meeting)

K. BOARD and STAFF REPORTS

1. Directors
2. District Counsel
3. General Manager – General Manager Update (Oral Report), COVID 19 Update (Oral Report)

L. FUTURE AGENDA ITEMS – (Preliminary FY2022-23 Budget Review, TBD)

M. ADJOURNMENT

May 17, 2022
Regular Board Meeting - 5:15PM

Upon request, Sunnyslope County Water District (SCWD) 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. SCWD 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 – June 21, 2022 @ 5:15 p.m., District Office

AGENDA DEADLINE: June 15, 2022 @ 12:00 p.m.

Water Resources Association of San Benito County – June 2th, 2022 @ 4pm
Governance Committee – TBD

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
April 19th, 2022

A. CALL TO ORDER: The meeting was called to order at 5:16 p.m. by President Buzzetta, as authorized by the State of California Executive Order N-08-21 via teleconference, at the Sunnyslope County Water District office, 3570 Airline Highway, Hollister, California.

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

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

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

D. 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. There were two speakers: Greg Bloom (Vice President of Best Road Mutual Water Company) and Julian Rodgers (President of the Best Road Mutual Water Company).

Greg Bloom spoke first, commenting that Best Road Mutual Water Company (BRMWC) is looking to consolidate with the district. Mr. Bloom spoke about a possible feasibility study that would be reimbursed in the future, but that his company would be hoping to share the cost of with the district in the meantime due to funds. General Manager Lander commented that this could be turned into an agenda item so that the board can discuss it further.

Julian Rodgers spoke next to introduce himself and BRMWC to the district. He reiterated the need for a feasibility study, but also the need for funds from the district to support this study. Mr. Rodgers finished his introduction by bringing up a possible partnership for his company and Sunnyslope.

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

E. CONSENT AGENDA:

1. Approval of Minutes of the Regular Board Meeting of March 15th, 2022.
2. Allowance of Claims – The Board reviewed the Disbursement Summary (below) for the period of March 1, 2022 through March 31, 2022, totaling \$1,254,203.03 which includes \$355,505.60 for payments to vendors, \$270,203.92 for Payroll, \$394,083.83 paid to the City of Hollister for collection of City sewer billings (net of our fees), and \$3,965.99 for customer refunds.

<u>Date</u>	<u>Number</u>	<u>Name</u>	<u>Amount</u>
03/11/2022	3-01	Net Payroll	-69,205.38
03/11/2022	3-01	Net Payroll	-18,789.04
03/25/2022	3-02	Net Payroll	-68,646.41
03/25/2022	3-02	Net Payroll	-18,662.88
03/19/2022	RET 322-2	RETURNED ACH	-439.09
03/22/2022	RET 322-3	RETURNED ACH	-1,729.87
03/24/2022	RET 322-4	RETURNED ACH	-353.95
03/26/2022	RET 322-5	RETURNED ACH	-158.24
03/31/2022	RET 322-6	RETURNED ACH	-242.81
03/16/2022	3-95	Mc Master-Carr	522.64
03/04/2022	ACH 2204	BASIC Benefits LLC	-40.98
03/07/2022	ACH 2205	BASIC Benefits LLC	-147.04
03/07/2022	ACH 2206	Principal	-3,502.03
03/08/2022	ACH 2207	iCloud	-10,319.75
03/09/2022	ACH 2208	BASIC Benefits LLC	-35.00
03/11/2022	ACH 2209	CalPERS - Retirement	-23.08
03/11/2022	ACH 2210	CalPERS - Retirement	-208.25
03/11/2022	ACH 2211	CalPERS - Retirement	-2,002.83
03/11/2022	ACH 2212	CalPERS - Retirement	-7,500.33
03/11/2022	ACH 2213	CalPERS - Retirement	-8,598.53
03/11/2022	ACH 2214	P G & E	-29,558.23
03/14/2022	ACH 2215	BASIC Benefits LLC	-100.00
03/14/2022	ACH 2216	Colonial Life	-2,329.14
03/17/2022	ACH 2217	BASIC Benefits LLC	-5.78
03/18/2022	ACH 2218	ADP	-2,106.02
03/21/2022	ACH 2219	BASIC Benefits LLC	-50.00
03/28/2022	ACH 2220	BASIC Benefits LLC	-500.00
03/29/2022	ACH 2221	BASIC Benefits LLC	-30.00
03/31/2022	ACH 2222	CalPERS - Retirement	-23.08
03/31/2022	ACH 2223	CalPERS - Retirement	-7,566.10
03/31/2022	ACH 2224	CalPERS - Retirement	-8,359.66
03/31/2022	ACH 2225	CalPERS - Health Insurance	-22,758.93
03/03/2022	30107	ACC Business	-1,309.30
03/03/2022	30108	ACWA/JPIA	-13,056.32
03/03/2022	30109	AT&T	-260.62
03/03/2022	30110	Brenntag Pacific, Inc.	-8,144.05
03/03/2022	30111	Brigantino Irrigation	-195.99
03/03/2022	30112	CM Analytical, Inc.	-15,312.50
03/03/2022	30113	CWEA Membership- TCP	-91.00
03/03/2022	30114	Hach Company	-2,285.53
03/03/2022	30115	Iconix Waterworks (US) Inc.	-155.14
03/03/2022	30116	Independent Business Forms, Inc.	-1,352.01
03/03/2022	30117	John Smith Road Landfill	-1,612.20
03/03/2022	30118	Mission Uniform Service	-384.56
03/03/2022	30119	National Assoc. of Clean Water Agencies	-750.00
03/03/2022	30120	Razzolink.com	-76.95
03/03/2022	30121	RJR Recycling	-1,750.00
03/03/2022	30122	Shape, Inc.	-2,123.32
03/03/2022	30123	Staples Advantage	-106.93
03/03/2022	30124	State Water Resources Control Board-DWP	-32,209.62
03/03/2022	30125	Toro Petroleum Corp.	-2,270.35
03/03/2022	30126	Tyler Technologies, Inc.	-2,275.00
03/03/2022	30127	USA Blue Book	-84.10
03/03/2022	30128	Verizon Wireless	-505.11
03/03/2022	30129	Wright Bros. Indust. Supply	-426.15
03/07/2022	30130	SARA ESPINOZA/S RIOS/F FRANCO	-184.68
03/07/2022	30131	NOAH MUNSON	-88.27

03/11/2022	30132	Ace Hardware (Johnson Lumber Co.)	-37.10
03/11/2022	30133	AT&T	-365.65
03/11/2022	30134	Central Ag Supply LLC	-707.54
03/11/2022	30135	City of Hollister-Finance Dept	-394,083.83
03/11/2022	30136	EBCO Pest Control	-69.00
03/11/2022	30137	Edges Electrical Group, LLC	-835.76
03/11/2022	30138	Environmental Dynamics International	-1,560.00
03/11/2022	30139	Internal Revenue Service	-85.60
03/11/2022	30140	John Smith Road Landfill	-457.50
03/11/2022	30141	Maggiara Bros. Drilling, Inc.	-63,833.41
03/11/2022	30142	Meter Valve & Control Inc.	-10,640.00
03/11/2022	30143	Metropolitan Compounds, Inc. -	3,156.05
03/11/2022	30144	Mission Uniform Service	-379.67
03/11/2022	30145	Nationwide Retirements Solutions	-9,296.84
03/11/2022	30146	Palace Business Solutions	-1,068.05
03/11/2022	30147	Recology San Benito County	-313.19
03/11/2022	30148	U.S. Bank Corporate Payment Systems	-1,746.07
03/14/2022	30149	FREEDLUN HYDROSEEDING -	471.14
03/14/2022	30150	ANGELA & VICTOR LOPEZ	-233.12
03/14/2022	30151	NOAH MUNSON	-150.00
03/11/2022	30152	AT&T	-426.86
03/18/2022	30153	A-1 Services	-403.00
03/18/2022	30154	Backflow Apparatus & Valve Co. (BAVCO)	-928.86
03/18/2022	30155	Brenntag Pacific, Inc.	-29,367.04
03/18/2022	30156	Calcon System, Inc.	-1,104.50
03/18/2022	30157	De Lay & Laredo	-3,095.00
03/18/2022	30158	First Trust Alarm Company	-698.00
03/18/2022	30159	Green Valley Farm Supply, Inc	-1,504.73
03/18/2022	30160	John Smith Road Landfill	-20.44
03/18/2022	30161	Mc Master-Carr	-54.59
03/18/2022	30162	Mission Uniform Service	-384.56
03/18/2022	30163	O'Reilly Auto Parts	-30.51
03/18/2022	30164	Postal Graphics	-104.58
03/18/2022	30165	Regional Government Services	-895.00
03/18/2022	30166	San Benito County Water District	-194,722.26
03/18/2022	30167	San Benito County Water District-Pumping	-35,721.43
03/18/2022	30168	State Water Resources Control Board-DWO	-90.00
03/18/2022	30169	State Water Resources Control Brd-WWOP	-125.00
03/18/2022	30170	Toro Petroleum Corp.	-2,725.90
03/18/2022	30171	Trans Union LLC	-267.88
03/18/2022	30172	USA Blue Book	-5,515.85
03/18/2022	30173	Brigantino Irrigation	-500.94
03/18/2022	30174	State Water Resources Control Board-DWO	-65.00
03/21/2022	30175	FREEDLUN HYDROSEEDING	-328.86
03/21/2022	30176	TREVOR & BRIANNA GUERRA	-20.38
03/21/2022	30177	ALEJANDRO LOPEZ	-108.45
03/21/2022	30178	JOSHUA G MABIE	-65.03
03/21/2022	30179	ROSARIO & JANA TROQUATO	-48.77
03/21/2022	30180	OSWALDO E VIANA	-29.89
03/25/2022	30181	Ace Hardware (Johnson Lumber Co.)	-94.94
03/25/2022	30182	Auto Tech Service Center, Inc.	-175.00
03/25/2022	30183	Brenntag Pacific, Inc.	-30,913.60
03/25/2022	30184	Brigantino Irrigation	-72.27
03/25/2022	30185	DLT Solutions Inc.	-3,514.50
03/25/2022	30186	exceedio	-3,159.41
03/25/2022	30187	Ferguson Enterprises, Inc.	-321.95
03/25/2022	30188	Hach Company	-1,734.30
03/25/2022	30189	Iconix Waterworks (US) Inc.	-1,309.69
03/25/2022	30190	Itron, Inc.	-7,382.00

03/25/2022	30191	Konica Minolta Premier Finance	-416.76
03/25/2022	30192	Mission Uniform Service	-345.42
03/25/2022	30193	Petty Cash	-236.07
03/25/2022	30194	RJR Recycling	-300.00
03/25/2022	30195	San Benito County-Mosq Abate. Prgm	-126.23
03/25/2022	30196	Star Concrete	-1,166.79
03/28/2022	30197	CAROL A LOTZ	-113.44
03/30/2022	30198	Postmaster	-2,178.40
03/29/2022	30199	Roberts, Kelly L.	-100.00
03/31/2022	30200	Ace Hardware (Johnson Lumber Co.)	-167.15
03/31/2022	30201	AT&T	-458.91
03/31/2022	30202	Mark Nicholson, Inc.	-14,812.00
03/31/2022	30203	Mission Uniform Service	-384.56
03/31/2022	30204	MNS Engineers, Inc.	-25,373.75
03/31/2022	30205	Nationwide Retirements Solutions	-9,296.84
03/31/2022	30206	Palace Business Solutions	-76.06
03/31/2022	30207	Postal Graphics	-1,886.73
03/31/2022	30208	Razzolink.com	-76.95
03/31/2022	30209	Schaaf & Wheeler	-5,850.00
03/31/2022	30210	State Water Resources Control Board-DWO	-90.00
03/31/2022	30211	UWUA Local 820	-830.88
03/31/2022	30212	Verizon Wireless	-430.11
03/31/2022	30214	Ace Hardware (Johnson Lumber Co.)	-51.44
03/31/2022	30215	Central Ag Supply LLC	-1,434.56
			-1,254,203.03

3. Receive Associate Engineer Monthly Status Report.
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.
7. Approval of Resolution #572 of the Board of Directors of the Sunnyslope County Water District- Hollister California Proclaiming a Local Emergency, Ratifying the state of Emergency Proclaimed on March 4, 2020, and Authorizing Remote Teleconference Meetings of all District Legislative Bodies for the Following 30 Days in Accord with the Ralph M. Brown Act. (Not a project under CEQA per Article 20, Section 15378).

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

F. NEW BUSINESS:

- 1. Consider Adopting Resolution #573 Proclaiming May 2022, as "Water Awareness Month" (Not a Project Under CEQA per Article 20, Section 15378).**

General Manager Lander spoke on the matter informing the board that this item is brought to the board yearly as a resolution.

President Buzzetta asked for any public comment. Upon receiving no public comment, Director Parker made a motion to approve Resolution #573 proclaiming May 2022 as "Water Awareness Month". This motion was seconded by Director Mauro for which President Buzzetta then took a roll call vote as follows: (MA), yes; (JP), yes; (DB) yes; (EM), yes; and (JB) yes; the motion carried 5-0.

- 2. Consider Adoption of Resolution No. 574 Declaring a Water Shortage Emergency and Implementing the District's Stage II Water Shortage Contingency Plans. (Not a Project under CEQA per Article 20, Section 15378)**

General Manager Lander discussed the matter, stating that this item was brought to the board after discussion with the City of Hollister, San Benito County Water District and the Water Resources Agency. The outcome was a collective decision, based on the statewide impacts of the drought, to declare a Stage II Water Shortage Emergency and begin implementing contingency plans. Lander then commented on the sufficient groundwater supply, but there is never an indication as to how long a drought could last. Therefore, it would be in our best interest to protect our water supply by implementing this resolution.

Directors had some questions regarding the duties of the code enforcement officer and more specific questions about what enforcement of this stage II drought could look like. General Manager Lander answered all questions, informing the board that the district would only pay their portion of the enforcement officer based on the hours the employee worked on water conservation measures.

President Buzzetta asked for any public comment. Upon receiving no public comment, Director Mauro made a motion to approve Resolution #574 Declaring a Water Shortage Emergency and Implementing the District's Stage II Water Shortage Contingency Plans. This motion was seconded by Director Brown for which President Buzzetta then took a roll call vote as follows: (MA), yes; (JP), yes; (DB) yes; (EM), yes; and (JB) yes; the motion carried 5-0.

- 3. Approve and Authorize the General Manager to: Sign Acceptance of a New 20 Foot Wide Sanitary Sewer Easement Across a Portion of Parcel 1 Parcel Map 1004-90, Book 8 of Parcel Maps and also to Sign a Quitclaim of Existing 10 Foot Wide Sanitary Sewer Easement Across a Portion of Parcel 1 Parcel Map 1004-90, Book 8 of Parcel Maps.**

Associate Engineer Robert Hillebrecht spoke on the matter, informing the board that during the design phase of the Sanitary Sewer Bridge, it was discovered that to obtain a better alignment a new easement would be suggested. In addition to better alignment, the new easement would benefit the district in terms of maintenance and also benefit the property owner for use on future development plans.

Director Alcorn questioned how big the easement would be, to which Associate Engineer Hillebrecht stated there would be two pipes: an 8 inch gravity line and a 6 inch pressure

sewer pipe. President Buzzetta commended the district for the growth compared to the current easement without the need of monetary exchange.

President Buzzetta then asked for any public comment. Upon receiving no public comment, Director Alcorn made a motion to approve and authorize the General Manager to sign acceptance of a new 20 foot wide sanitary sewer easement across a portion of parcel 1, parcel map 1004-90, book 8 of parcel maps and also to sign a quitclaim of existing 10 foot wide sanitary sewer easement across a portion of parcel 1, parcel map 1004-90, book 8 of parcel maps. This motion was seconded by Director Parker for which President Buzzetta then took a roll call vote as follows: (MA), yes; (JP), yes; (DB) yes; (EM), yes; and (JB) yes; the motion carried 5-0.

4. Consider Approval and Authorize the President to Sign an Agreement for the Water Facilities and Service for West of Fairfield Phase 2 Development (Certified EIR)

Associate Engineer Robert Hillebrecht presented on the matter, stating this item was brought to the board to approve an agreement between Sunnyslope and KB homes pertaining to their new home developments. KB homes plans to build 198 new homes West of Fairfield, with 60 of the new homes being dedicated to trying to provide affordable housing. Hillebrecht states that the final map and improvement plans have been reviewed by Sunnyslope staff and have concluded that the district can adequately serve this new development.

Director Alcorn had a question pertaining to capacity fees, wondering what plans the district had to adjust capacity fees with the current inflation rates. Associate Engineer Hillebrecht stated that every year on July 1st the capacity fees are adjusted based off the Construction Cost Index, based off the first quarter of the year compared to the previous year's first quarter.

President Buzzetta commented on the matter, stating that due to the single year warranty he would be voting no on the matter.

President Buzzetta asked for any public comment. Upon receiving no public comment, Director Alcorn made a motion to Approve and Authorize the President to Sign an Agreement for the Water Facilities and Service for West of Fairfield Phase 2 Development. This motion was seconded by Director Parker for which President Buzzetta then took a roll call vote as follows: (MA), yes; (JP), yes; (DB) yes; (EM), yes; and (JB) no; the motion carried 4-1.

5. Consider Identifying and Approving Board Members to Attend the Association of California Water Agencies Conference (ACWA) and the ACWA/Joint Powers Insurance Authority (JPIA) Meeting May 3- May 5, 2022, In Person or Virtual Meeting, not to exceed \$2500 per Attendee (Not a project under CEQA per Article 20, Section 15378).

General Manager Lander spoke on this item, stating that this conference will be taking place in May and he'll need to know who plans on attending by Friday April 22nd in order to obtain the best pricing.

Director Alcorn commented that he believes that this item should not keep being brought to the board, but instead be changed to a yearly amount the directors are granted to use for one ACWA conference a year. President Buzzetta agreed this would be the best idea, Buzzetta asked counsel if they would be able to amend the recommended notion. Attorney Michael Laredo stated that they can amend it, but he suggests just changing the dates from specific May dates to just the year. General Manger Lander suggested the

following amendment for the motion; authorize all board members to attend the Association of California Water Agencies Conference (ACWA) and the ACWA/Joint Powers Insurance Authority (JPIA) meeting for a cost not to exceed \$2,500.00 in the Calendar year 2022

President Buzzetta then asked for any public comment. Upon receiving no public comment, Director Alcorn made a motion to approve what General Manager Lander stated in the minutes (authorize all board members to attend the Association of California Water Agencies Conference (ACWA) and the ACWA/Joint Powers Insurance Authority (JPIA) meeting for a cost not to exceed \$2,500.00 in the Calendar year 2022). This motion was seconded by Director Mauro for which President Buzzetta then took a roll call vote as follows: (MA), yes; (JP), yes; (DB) yes; (EM), yes; and (JB) yes; the motion carried 5-0.

G. BOARD COMMITTEE and STATUS REPORTS

1. **Governance Committee:** (No meeting)
2. **Water/Wastewater Committee:** (Meeting held- Friday, April 8th @ 11am, Items: 1. Best Road Mutual Water Company Consolidation, 2. Gavilan College/Fairview Corners Development Discussion)
3. **Finance Committee:** (Next meeting- Friday, April 29th @ 10am. Preliminary FY 2022/2023 Budget Planning)
4. **Policy and Procedure Committee:** (No meeting)
5. **Personnel Committee:** (No meeting)
6. **Water Resources Association of San Benito County (WRA):** (Meeting Held April 7th @ 4pm)

H. BOARD and STAFF REPORTS

1. **Directors:** President Buzzetta commented that Director Parker's check signing time is up, Director Mauro has taken over for the next three months.
2. **District Counsel:** District Attorney Michael Laredo made an announcement that the current lawsuit case with San Benito County is set to have a conference May 3rd, requesting that next board meeting have a closed session to review the conference outcome.
3. **General Manager:** General Manager/Secretary Lander reported on how the software conversion from QuickBooks to Tyler is going. He stated that the financial conversion is going well, and that the billing conversion is set to go live in October. Lander moved on to discuss how the Temetra upgrades are moving along, although there is a delay due to a lack of computer chips for the handhelds.

Lander then moved on to give a Covid-19 update for the district, including discussing the amounts of overdue accounts since the pandemic. The district's current amount of unpaid water bills is over \$140,000.00 but the district is working to obtain those overdue amounts. General Manager Lander then commented on the current state of the pandemic regarding the district, stating that the office staff remains healthy, and the use of the glass partition is making employees and customers feel safer. In addition to the glass, all doors in the office now have finger scanners and/or passcode for security and health considerations.

- I. **FUTURE AGENDA ITEMS:** Preliminary FY 2022-2023 Budget Review and an update on the Gavilan College septic situation and how it affects the district.
- J. **ADJOURNMENT:** President Buzzetta adjourned the meeting at 7:10 p.m.

APPROVED BY THE BOARD:

Jerry T. Buzzetta, President

RESPECTFULLY SUBMITTED:

Drew A. Lander, Secretary

Sunnyslope County Water District

Disbursement Summary

Agenda Item: H-2

April 1, 2022 through April 30, 2022

Date	Num	Name	Amount
04/27/2022	ACH 2252	CalPERS - Retirement	23.08
04/26/2022	ACH 2249	CalPERS - Retirement	7,637.84
04/26/2022	ACH 2250	CalPERS - Retirement	8,451.01
04/26/2022	ACH 2251	CalPERS - Health Insurance	22,758.93
04/26/2022	ACH 2248	BASIC Benefits LLC	100.00
04/26/2022	50075	Star Concrete	1,309.91
04/26/2022	50074	Sharp Engineering and Construction, Inc	15,880.00
04/26/2022	50064	Hach Company	94.06
04/26/2022	50078	UWUA Local 820	830.88
04/26/2022	50079	Verizon Wireless	414.58
04/26/2022	50065	J M Electric	4,957.05
04/26/2022	50069	Nationwide Retirements Solutions	9,296.84
04/26/2022	50054	Able Septic Tank Service	37,118.78
04/26/2022	50055	Ace Hardware (Johnson Lumber Co.)	108.71
04/26/2022	50071	Razzolink.com	76.95
04/26/2022	50066	Konica Minolta Premier Finance	416.76
04/26/2022	50062	exceedio	3,159.41
04/26/2022	50068	MNS Engineers, Inc.	13,202.25
04/26/2022	50070	Pinnacle HealthCare	582.00
04/26/2022	50059	Brigantino Irrigation	31.50
04/26/2022	50056	AT&T	578.19
04/26/2022	50060	Central Ag Supply LLC	1,532.22
04/26/2022	50061	De Lay & Laredo	2,300.00
04/26/2022	50057	Bianchi Kasavan & Pope, LLP	30.00
04/26/2022	50076	Toro Petroleum Corp.	3,825.85
04/26/2022	50073	Ryan Herco Flow Solutions	1,030.52
04/26/2022	50072	Regional Government Services	313.25
04/26/2022	50063	Ferguson Enterprises, Inc.	105.12
04/26/2022	50058	Brenntag Pacific, Inc.	17,018.66
04/26/2022	50067	Mission Uniform Service	395.84
04/25/2022	ACH 2247	BASIC Benefits LLC	40.00
04/22/2022	ACH 2246	BASIC Benefits LLC	35.00
04/20/2022	ACH 2245	P G & E	33,225.57
04/20/2022	ACH 2244	Principal	3,502.03
04/19/2022	ACH 2243	BASIC Benefits LLC	524.18
04/19/2022	ACH 2242	BASIC Benefits LLC	5.00
04/19/2022	50048	Postal Graphics	19.23
04/19/2022	50051	Trans Union LLC	181.87
04/19/2022	50047	MJ Communications, Inc	2,567.72
04/19/2022	50050	Staples Advantage	412.39
04/19/2022	50042	Ace Hardware (Johnson Lumber Co.)	314.35
04/19/2022	50053	Wright Bros. Welding & Sheet Metal, Inc	382.24
04/19/2022	50052	True Value Hardware	28.38

Sunnyslope County Water District

Disbursement Summary

04/19/2022	50049	RJR Recycling	300.00
04/19/2022	50045	Kevin Castro	151.78
04/19/2022	50043	Brigantino Irrigation	62.12
04/19/2022	50044	Hollister Auto Parts, Inc.	332.61
04/19/2022	50046	Mission Uniform Service	809.15
04/18/2022	ACH 2241	BASIC Benefits LLC	390.00
04/18/2022	ACH 2240	BASIC Benefits LLC	100.00
04/15/2022	ACH 2238	BASIC Benefits LLC	40.00
04/15/2022	ACH 2239	ADP	2,100.10
04/15/2022		Able Septic Tank Service	51,774.33
04/15/2022		Mc Gilloway, Ray, Brown & Kaufman	13,470.00
04/15/2022		De Lay & Laredo	9,179.00
04/15/2022		Anne Muraski	12,787.50
04/15/2022		EBCO Pest Control	207.00
04/15/2022		Central Ag Supply LLC	4,757.16
04/15/2022		USA Blue Book	7,473.51
04/15/2022		Rowe Upholstery	485.91
04/13/2022	50030	Star Concrete	639.11
04/13/2022	50015	Hach Company	2,417.41
04/13/2022	50010	CM Analytical, Inc.	13,318.75
04/13/2022	50022	Municipal Maintenance Equipment	72,559.68
04/13/2022	50011	Don Chapin Co. Inc., The	140.00
04/13/2022	50018	J M Electric	3,847.42
04/13/2022	50023	Nationwide Retirements Solutions	9,296.84
04/13/2022	50001	A-1 Services	403.00
04/13/2022	50003	Ace Hardware (Johnson Lumber Co.)	285.99
04/13/2022	50026	Recology San Benito County	313.19
04/13/2022	50019	Mc Kinnon Lumber Co., Inc.	249.30
04/13/2022	50009	Brigantino Irrigation	104.38
04/13/2022	50037	USA Blue Book	987.34
04/13/2022	50033	Tyler Technologies, Inc.	7,440.74
04/13/2022	50005	ACWA/JPIA	10,828.97
04/13/2022	50032	True Value Hardware	11.98
04/13/2022	50034	U.S. Bank Corporate Payment Systems	6,646.27
04/13/2022	50025	Postmaster	52.00
04/13/2022	50012	E.H. Wachs Co.	922.84
04/13/2022	50007	AT&T	426.86
04/13/2022	50006	AT&T	365.65
04/13/2022	50029	Simplot Grower Solutions	1,154.13
04/13/2022	50017	Itron, Inc.	275.18
04/13/2022	50031	Toro Petroleum Corp.	3,180.87
04/13/2022	50002	ACC Business	1,309.30
04/13/2022	50008	Brenntag Pacific, Inc.	13,792.19
04/13/2022	50021	Monterey Bay Air Resources District	4,919.00
04/13/2022	50024	North Bay Pensions, LLC	2,400.00
04/13/2022	50014	Ferguson Enterprises, Inc.	49.18

Sunnyslope County Water District

Disbursement Summary

04/13/2022	50028	San Benito County Water District	199.50
04/13/2022	50027	San Benito County Water District	198.25
04/13/2022	50016	Iconix Waterworks (US) Inc.	4,470.80
04/13/2022	50020	Mission Uniform Service	345.42
04/13/2022	50013	EBCO Pest Control	69.00
04/13/2022	50040	Madison Koester	100.00
04/13/2022	50039	Luis M. Vasquez-Herrera	168.07
04/13/2022	50038	City of Hollister-Finance Dept	409,433.69
04/13/2022	50041	San Benito County Water District	349,599.51
04/12/2022	50000	Community Printers, Inc.	1,769.40
04/12/2022	ACH 2237	BASIC Benefits LLC	348.37
04/08/2022	ACH 2236	BASIC Benefits LLC	89.48
04/07/2022	ACH 2231	BASIC Benefits LLC	1,682.82
04/07/2022	ACH 2233	CalPERS - Retirement	7,693.66
04/07/2022	ACH 2229	CalPERS - Retirement	23.08
04/07/2022	ACH 2232	CalPERS - Retirement	2,002.83
04/07/2022	ACH 2230	CalPERS - Retirement	208.25
04/07/2022	ACH 2234	CalPERS - Retirement	8,451.59
04/07/2022	ACH 2235	iCloud	10,843.85
04/06/2022	ACH 2228	BASIC Benefits LLC	386.96
04/05/2022	ACH 2227	Principal	3,502.03
04/04/2022	ACH 2226	BASIC Benefits LLC	15.00
04/28/2022	MISC0000	Jesse Romero	39.38
04/28/2022	MISC0000	Esau & Melissa Toj Perez	43.59
04/28/2022	MISC0000	Dexter & Lacey Pratt	179.29
04/28/2022	MISC0000	Marilyn Miller & Jeanine Hall	123.37
04/28/2022	MISC0000	Terry W Biggs	236.70
04/28/2022	MISC0000	Richard Holguin	224.67
04/28/2022	MISC0000	Harlan J & Robelyn L Beal	165.82
04/28/2022	MISC0000	Omni Sync Group Inc	127.38
04/28/2022	MISC0000	Vishal & Jigna Mistry	19.01
04/28/2022	MISC0000	Pinnacle Pipeline Inspection	639.18
04/28/2022	MISC0000	Jorge & Blanca Gomez	183.04
04/28/2022	MISC0000	Nancy Reveles	71.45
04/22/2022	EFT00000	Payroll 4/3- 4/16 (week 15 & 16)	68,492.66
04/22/2022	EFT00000	Payroll 4/3- 4/16 (week 15 & 16)	18,787.93
04/08/2022	EFT00000	Payroll 3/20 - 4/2 (week 13 & 14)	19,509.28
04/08/2022	EFT00000	Payroll 3/20 - 4/2 (week 13 & 14)	70,613.64
			1,438,633.84

Sunnyslope County Water District

Disbursement Summary

S U M M A R Y:

Accounts Payable Paid to:		
Vendors	\$	(377,816.01)
Payroll - Employee		(299,334.00)
San Benito County		(349,997.26)
City of Hollister for City Billing Collected, Net of Fees		(409,433.69)
Customer Refunds & Returned Checks/ACH		(2,052.88)
Debt & Finance		-
Total Disbursements	\$	<u><u>(1,438,633.84)</u></u>

Staff Report

Agenda Item: **H-3**

DATE: May 12, 2022 (May 17, 2022 Meeting)
TO: Board of Directors
FROM: Associate Engineer, Rob Hillebrecht
SUBJECT: Associate Engineer Monthly Status Report

Promontory Sewer Pipe Bridge

MNS has completed the plans and specifications for the Promontory Sewer project and have submitted the final draft to Sunnyslope for staff review and approval. DDA Inc. also completed a biological survey of the site and does not anticipate any environmental hurdles. The easement realignments are expected to be counter signed and recorded by this week.

Sewer System CCTV Completed

Able Septic completed the full hydro-flushing and videoing of Sunnyslope's wastewater collections system. Staff are in the process of reviewing the footage and identifying areas needing repair. Once all needed repairs are evaluated, Sunnyslope intends to request bids for a licensed contractor to conduct these spot repairs. Staff estimate that fewer than 25 repairs will be necessary, and overall, we are quite pleased with the current condition of the wastewater collections system.

Potential Consolidation of Best Road Mutual Water

Sunnyslope staff have continued to discuss options for consolidation of Best Road Mutual (BRM) water system. Sunnyslope staff have participated in meetings with BRM and the Division of Drinking water concerning grant funding opportunities and certain consolidation logistics. Wallace Group provided a quote for a feasibility study. San Benito County Water District is considering adjustment of the Zone 3 Boundary to include BRM so that Sunnyslope can provide them with water from our Wells. All discussion remain preliminary until feasibility has been fully vetted and a contract to proceed is presented to the Board for discussion and approval.

San Benito Urban Area Water Master Plan Update

Staff have participated with San Benito County Water District, the City of Hollister, and the City of San Juan Bautista on the 2022 Update to the Hollister Urban Area Water Master Plan. The 90% complete plan was reviewed and comments were provided regarding the long-term water quality goals, capital projects, growth projections, conservation measures, and regional water strategy.

Gavilan College/Fairview Corners Sewer

District staff presented to LAFCO a potential solution to providing sewer to the Gavilan College and Fairview Corners development whereby LAFCO concerns are corrected, and all legal concerns are resolved.

Wastewater Treatment Plant General Permit

The Regional Water Quality Control Board (RWQCB) provided staff with a draft of the proposed General Permit and Monitoring and Reporting Program adopted by the RWQCB. All wastewater facilities will enroll in this new permit moving forward. Staff thoroughly reviewed, commented on, and discussed the proposed changes and implications of these revised regulations with the assigned RWQCB staff and we have offered clarification and input on the requirements. Any changes to permit requirements will be presented to the Board when finalized.

Active Developments

1. Twin Oaks Phase 3 is under construction for their sewer and storm drain systems and plan to begin installing the water system in early June. Phase 2 has homes actively under construction.
2. West of Fairview 1B passed all pressure and bacteriological testing of their water system and conducted their 6 tie-ins into Sunnyslope's domestic and landscape systems.
3. West of Fairview Phase 2 Agreement with Sunnyslope for water facilities and service was signed and recorded. Both onsite and offsite improvement plans have been signed and approved. Grading is expected this summer with water system construction this fall.
4. Santana Ranch Phase 7 completed initial installation of the water system. Joint trench is currently being installed. Water system testing and tie-in is expected in June.
5. Santana Ranch Apartments Phase 2 has provided revised plans addressing Sunnyslope's initial comments and requirements. Staff reviewed these and gave minor additional comments.
6. Santana Ranch continues work at the intersection of Fairview and Hillcrest. Fire hydrants were installed along the west side of Fairview where stubs had been extended. During this, a SBCWD pipeline was damaged and Sunnyslope provided some assistance in the repair. They will soon be installing a section of the landscape irrigation system across the intersection for future developments north of Hillcrest and west of Fairview.
7. Promontory at Ridgemark has completed installation of the On-Site sewer and have conducted pre-testing to verify proper installation. A portion of the water system has been installed and tested as well. Teichert Construction provided key assistance to Sunnyslope in the replacement of a water main tee connection and valves at the intersection of S. Ridgemark and Lanini that began leaking during the shutdown for Promontory.
8. Vista del Calabria has continued to install the sewer mains and laterals in Sarah and Maria Dr. They have pre-tested the sections of Maria which would be very deep. After passing those tests, Granite Construction has continued grading to raise the elevation of the street. A large retaining wall is being installed behind Sunnyslope's Well #7 which borders the project.

Staff Report

Agenda Item: **H – 4a**

DATE: May 10, 2022 (May 17, 2022 Meeting)

TO: Board of Directors

FROM: Finance & Human Resource Manager, Barry Kelly

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

OPERATION SUMMARY (Apr 2022)

Water connections increased by 30 accounts in April. Growth in new accounts will continue through FY22 but will fall short of the 300 estimate. Total fees collected YTD is \$2.4 million.

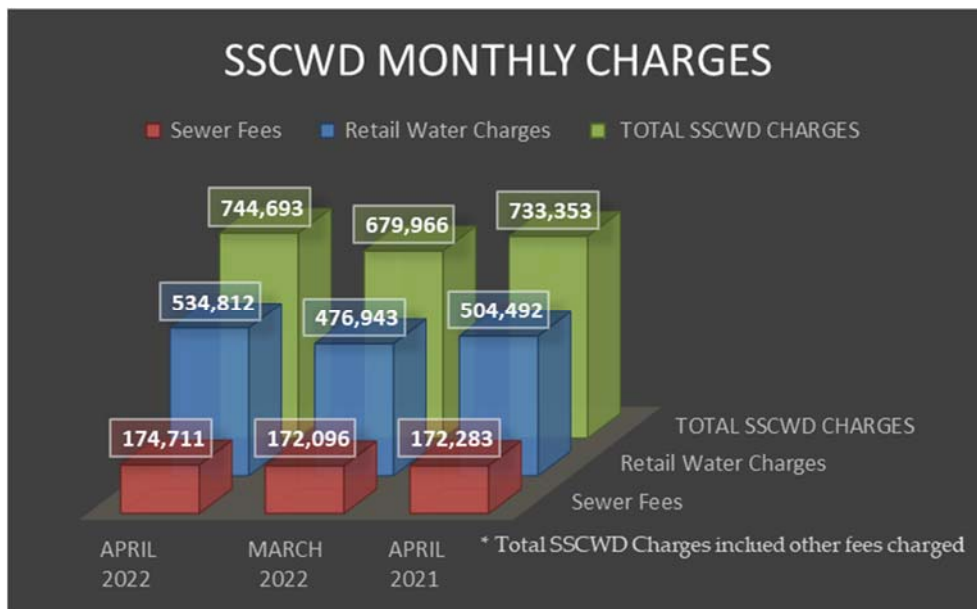
Comparison of Capacity Fees Received for the Current Month & Year to Date							
Item	APRIL 2022	MARCH 2022	APRIL 2021	Increase / (Decrease) from Prior Year (PY)	YTD TOTALS Current Fiscal Year	YTD TOTALS Prior Fiscal Year	Increase / (Decrease) from Prior Year (PY)
NO. WATER CAPACITY FEE RECD	30	18	93	(63)	193	291	(98)
NO. WW CAPACITY FEE RECD	-	-	-	-	-	1	(1)

We now serve 7,028 customers. 5,304 accounts utilize online services and electronic payments. Paperless E-Bill is utilized by 23% of our customers.

Summary of Changes in Customer Accounts						
Account Types	APRIL 2022	MARCH 2022	APRIL 2021		Δ from PM ++	Δ from PY *
NO. WATER ACCOUNTS	7,028	6,995	6,653		33	375
NO. SSCWD SEWER ACCTS	1,236	1,240	1,239		(4)	(3)
NO. COHSEWER ACCTS	4,574	4,562	4,289		12	285
WATERSMART/INVOICE CLOUD	5,304	5,320	4,744		(16)	560
NO. E-BILL Invoice Cloud (Paperless)	1,605	1,549	1,019		56	586
Percent of Customers Gone Green	22.8%	22.1%	15.3%			

Combined Water and Wastewater Revenues has decreased \$122,427 YOY. Revenue YTD is \$7.8 M. SSCWD metered water in FY 22 is 649 M gallons vs 709 M in FY21. The overall revenue decrease is consistent with the change in metered water.

SSCWD Charges Comparison										
MONTHLY CHARGES	APRIL 2022	MARCH 2022	APRIL 2021	YTD 2022	YTD 2021	Δ from PM	Δ from PY	% increase PM	% increase PY	% increase YOY
Retail Water Charges	534,812	476,943	504,492	5,779,299	6,003,217	57,869	30,320	12.1%	5.7%	-3.7%
Sewer Fees	174,711	172,096	172,283	1,722,816	1,665,808	2,615	2,428	1.5%	1.4%	3.4%
Installation Fees	12,150	7,290	43,250	78,640	128,655	4,860	(31,100)	66.7%	-256.0%	-38.9%
Late Fees	8,616	9,455	-	90,940	-	(838)	8,616	-8.9%	100.0%	
Admin. Collection Fees, net	-	-	10	0	1,100	-	(10)			-100.0%
COH Billing Fees	13,803	13,791	12,867	135,036	126,150	12	936	0.1%	6.8%	7.0%
Other Misc. Fees	600	390	450	6,066	10,295	210	150	53.8%	25.0%	-41.1%
TOTAL SSCWD CHARGES	744,693	679,966	733,353	7,812,797	7,935,224	64,727	11,340	9.5%	1.5%	-1.5%



The percentage of past due accounts receivable through Apr 22 decreased to 11.2% .

STATEMENT OF INCOME

(Mar 31, 2022)

For Mar 2022 YTD, we show an overall Net Operating gain of \$185k vs a budgeted loss of \$1,486k. The favorable actual to budget result is largely attributed to higher than budgeted actual sales.

The cost per Acre Foot of SSCWD water in fiscal 2021 was \$3,978. The Fiscal 22 cost through March is \$3,983. Recent cost increases have erased previously reported YTD results but forth quarter operations are expected to drive it back below last year's average.

INVESTMENT SUMMARY

(Mar 31, 2022)

Cash and invested funds total \$17.5 million. Excess funds related to water capacity fees held in the general account at Heritage Bank totaling \$2,979,000 were transferred to MBS brokerage in January.

RESERVES

(Mar 31, 2022)

Total Reserves increased in March to \$12.3 million from \$10.2 million in FY21. See the Board Designated Reserve report for a summary of the transactions and the status of actual expenditures per Board authorized expenditure.

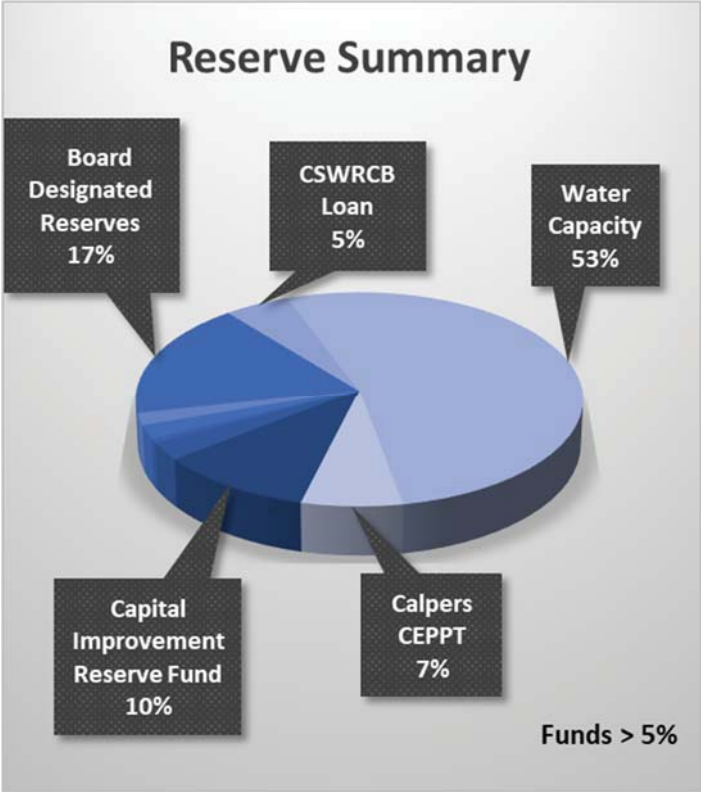


Chart Includes: Water Charges (Retail Wholesale), Sewer Fees, Installation Fees, Late Fees, Administration Collection Fees, COH Billing Fees, Other Misc Fees

Total SSCWD Charges

Chart 1

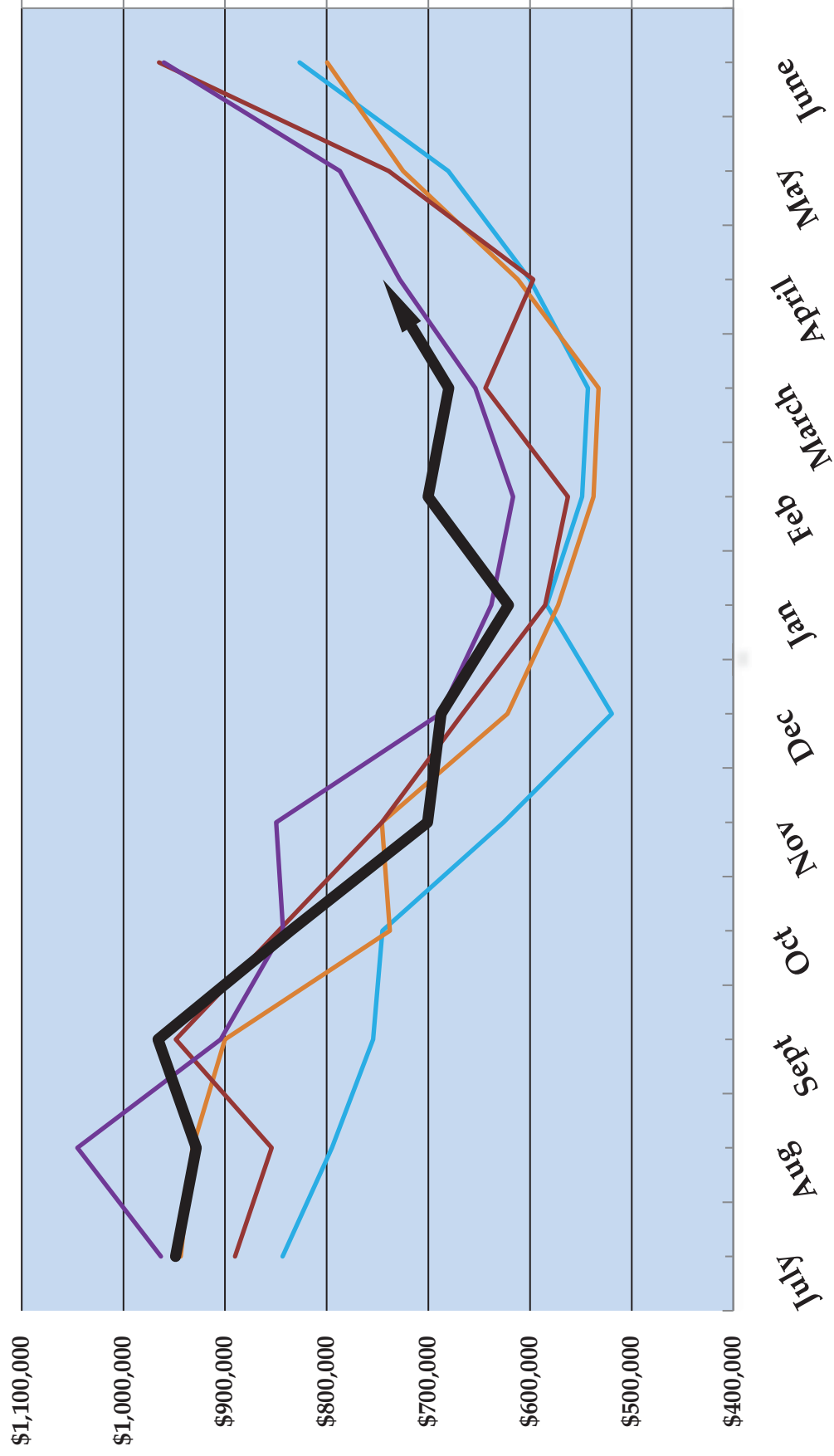
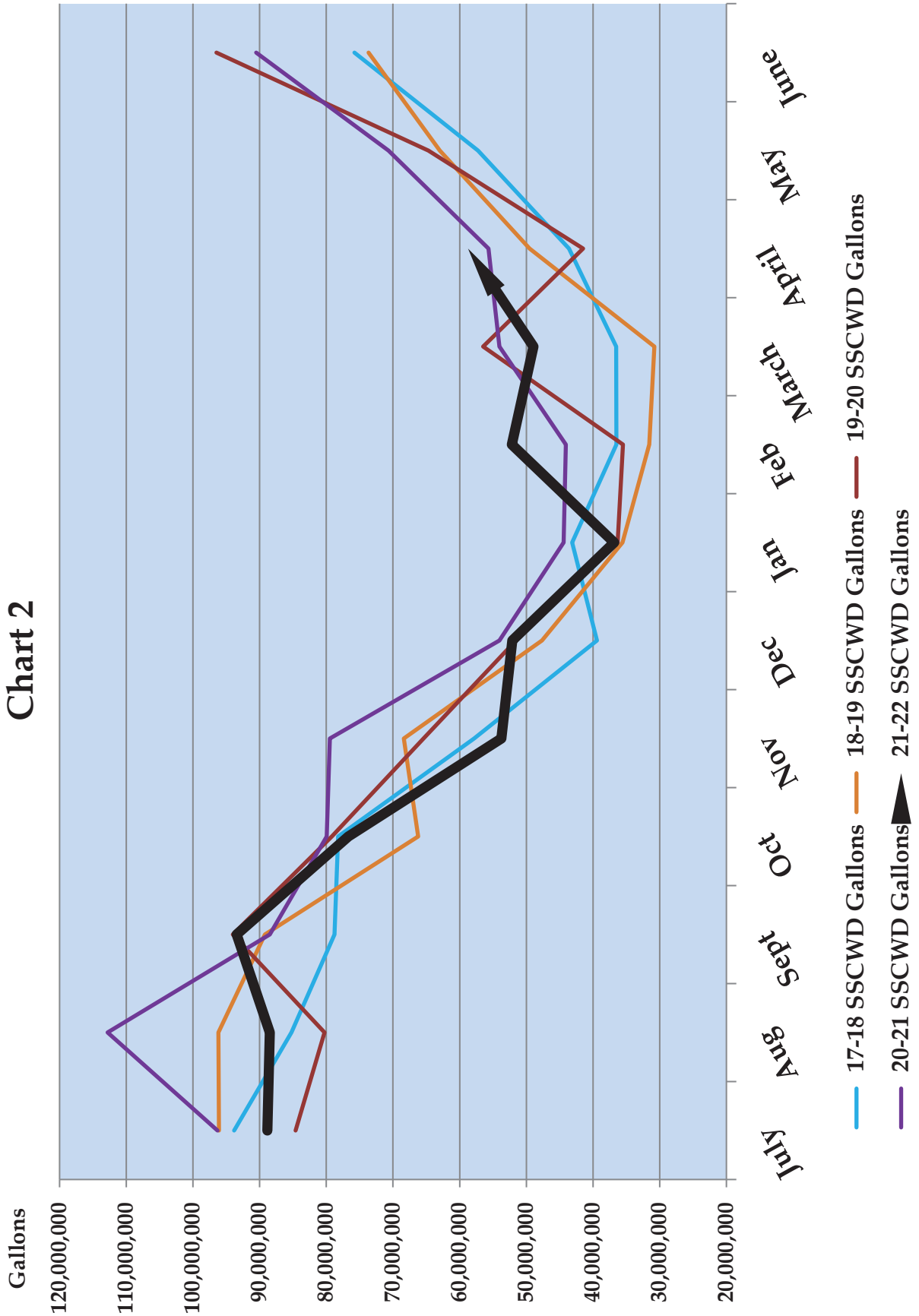
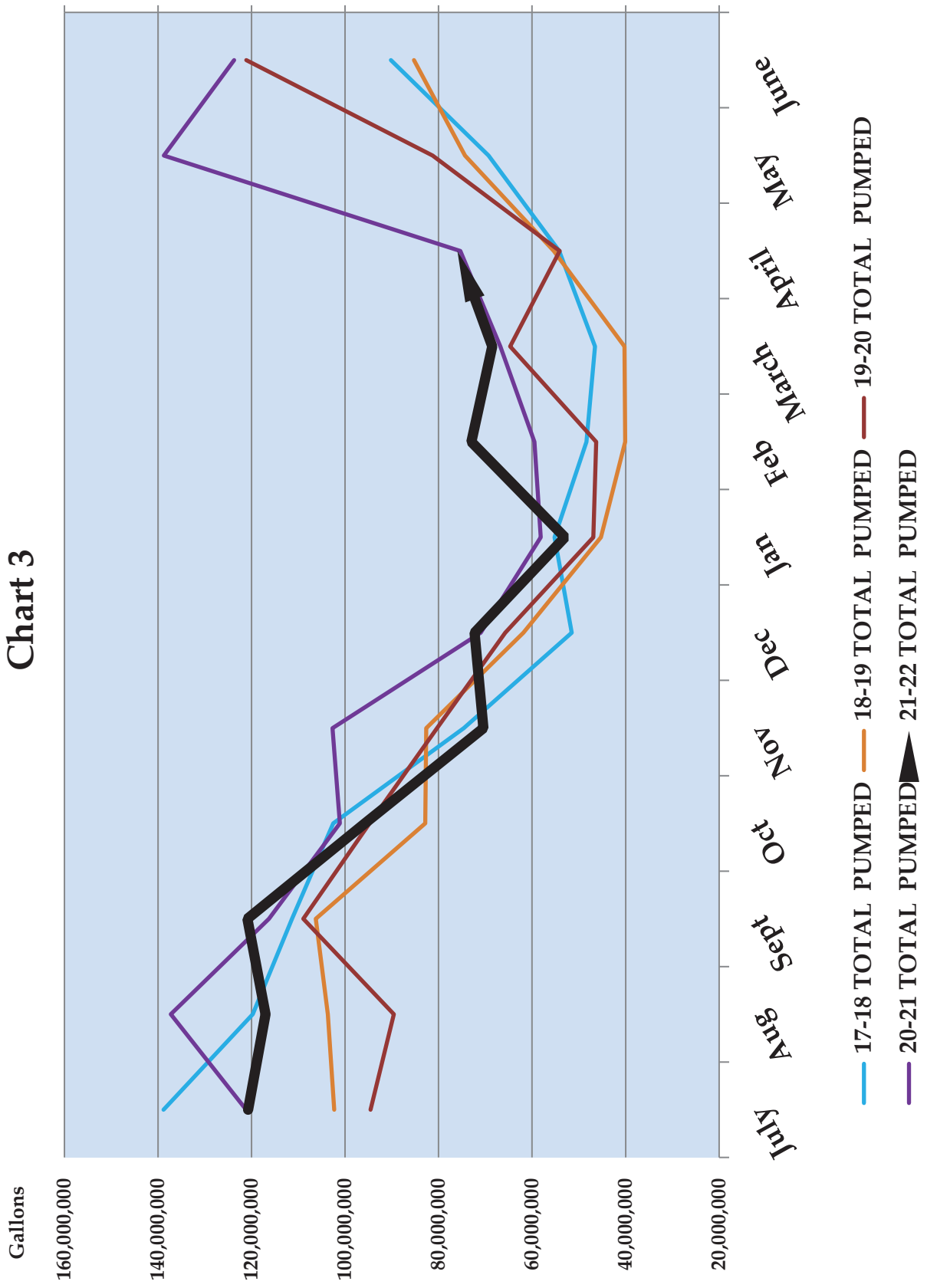


Chart Includes: Only Water Metered to SSCWD Customers,
Chart Does Not Include: COH Interties Wholesale Water Flow

Total Water Metered to SSCWD Customers Chart 2



Total Water Pumped into SSCWD System Chart 3



Sunnylope County Water District
2021 / 2022
OPERATION SUMMARY (This Year)

ITEMS	JULY 2021	AUG. 2021	SEPT. 2021	OCT. 2021	NOV. 2021	DEC. 2021	JAN. 2022	FEB. 2022	MARCH 2022	APRIL 2022	MAY 2022	JUNE 2022	TOTALS
NO. WATER CAPACITY FEE RECD	18	10	14	31	-	-	43	29	18	30	-	-	193
NO. WW CAPACITY FEE RECD	-	-	-	-	-	-	-	-	-	-	-	-	-
NO. WATER ACCOUNTS	6,852	6,843	6,867	6,882	6,905	6,915	6,907	6,974	6,995	7,028	-	-	-
NO. SSCWD SEWER ACCTS	1,238	1,234	1,240	1,239	1,243	1,239	1,236	1,238	1,240	1,236	-	-	-
NO. COH SEWER ACCTS	4,354	4,370	4,403	4,434	4,450	4,497	4,511	4,547	4,562	4,574	-	-	-
WaterSmart / Invoice Cloud													
Total WaterSmart / Invoice Cloud	5,264	5,113	5,264	5,220	5,283	5,372	5,195	5,111	5,320	5,304	-	-	-
NO. E-BILL Invoice Cloud (Paperless)	1,172	1,231	1,285	1,363	1,379	1,541	1,605	1,642	1,549	1,605	-	-	-
MONTHLY CHARGES													
Retail Water Charges	\$ 746,145.00	\$ 779,111.70	\$ 764,414.16	\$ 627,261.43	\$ 505,441.99	\$ 493,655.94	\$ 408,023.68	\$ 493,488.98	\$ 476,943.44	\$ 534,812.36	\$ -	\$ -	\$ 5,779,298.68
Senior Fees	172,054.44	171,880.99	172,511.96	171,914.53	172,142.42	172,040.29	171,516.57	171,946.85	172,096.49	174,711.10	172,711.10	172,711.10	1,723,815.64
Installation Fees	7,765.00	4,050.00	5,670.00	12,555.00	-	-	17,415.00	11,745.00	7,290.00	12,150.00	-	-	78,640.00
Late Fees	9,160.00	8,811.00	9,854.14	9,894.03	9,249.38	7,986.59	9,330.77	8,583.67	9,454.63	8,616.26	-	-	90,940.47
Admin. Collection Fees, net	-	-	-	-	-	-	-	-	-	-	-	-	-
COH Billing Fees	13,194.00	13,194.00	13,311.00	13,374.00	13,473.00	13,557.00	13,629.00	13,710.00	13,791.00	13,803.00	13,803.00	13,803.00	135,036.00
Other Misc. Fees	366.95	1,289.36	180.00	510.00	450.00	270.00	1,260.00	750.00	390.00	600.00	-	-	6,066.31
TOTAL SSCWD CHARGES	\$ 948,685.39	\$ 928,337.05	\$ 965,941.26	\$ 835,508.99	\$ 700,756.79	\$ 687,509.82	\$ 621,175.02	\$ 700,224.50	\$ 679,965.56	\$ 744,692.72	\$ -	\$ -	\$ 7,812,797.10
CITY OF HOLLISTER CHARGES													
COH Sewer Fees	393,626.99	394,897.00	396,713.79	399,026.56	401,531.54	403,942.57	405,566.09	407,975.38	409,627.32	411,204.86	-	-	\$ 4,024,112.10
COH Street Sweeping	10,153.36	10,582.48	10,200.48	10,243.92	10,291.36	10,359.12	10,394.32	10,471.44	10,505.36	10,544.56	-	-	103,746.40
COH Senior Discount	(1,326.60)	(1,326.60)	(1,319.23)	(1,273.67)	(1,266.30)	(1,266.30)	(1,266.30)	(1,266.30)	(1,266.30)	(1,266.30)	-	-	(12,843.90)
Total COH Charges	402,453.75	404,152.88	405,595.04	407,996.81	410,556.60	413,035.39	414,694.11	417,180.52	418,866.38	420,483.12	-	-	4,115,014.60
Late Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL COH CHARGES	\$ 402,453.75	\$ 404,152.88	\$ 405,595.04	\$ 407,996.81	\$ 410,556.60	\$ 413,035.39	\$ 414,694.11	\$ 417,180.52	\$ 418,866.38	\$ 420,483.12	\$ -	\$ -	\$ 4,115,014.60
ACCOUNTS RECEIVABLE - Aged													
AR for Sunnylope Water **	\$ 969,933.44	\$ 961,519.77	\$ 1,013,793.65	\$ 885,815.80	\$ 765,380.29	\$ 732,029.30	\$ 641,273.55	\$ 732,038.40	\$ 708,614.96	\$ 759,706.14	\$ -	\$ -	\$ 7,597,061.14
AR for City of Hollister **	436,867.16	435,540.63	436,628.62	435,871.90	447,288.98	441,233.97	441,519.14	450,905.83	446,547.52	448,338.47	-	-	4,483,338.47
Outstanding Bills Owed	\$ 1,406,800.60	\$ 1,397,060.40	\$ 1,450,422.27	\$ 1,321,687.70	\$ 1,212,669.27	\$ 1,173,263.27	\$ 1,082,792.69	\$ 1,182,944.23	\$ 1,155,162.48	\$ 1,208,044.61	\$ -	\$ -	\$ 12,080,044.61
Past Due	\$ 131,515.86	\$ 150,947.42	\$ 159,388.89	\$ 174,426.70	\$ 160,335.48	\$ 150,468.23	\$ 135,128.27	\$ 146,534.99	\$ 141,772.50	\$ 140,003.44	\$ -	\$ -	\$ 1,400,003.44
% Past Due	10.77%	10.80%	10.99%	13.20%	13.22%	12.82%	14.33%	12.39%	12.27%	11.59%	-	-	11.59%
													N/A

Sunnylope County Water District
2021 / 2022
OPERATION SUMMARY (This Year)

ITEMS	JULY 2021	AUG. 2021	SEPT. 2021	OCT. 2021	NOV. 2021	DEC. 2021	JAN. 2022	FEB. 2022	MARCH 2022	APRIL 2022	MAY 2022	JUNE 2022	TOTALS
WATER METERED													
Cubic Feet	11,875,200	11,828,700	12,492,400	10,251,200	7,183,600	6,966,700	4,924,400	6,973,900	6,541,300	7,853,200	-	-	86,890,600
SSCWD Gallons	88,826,496	88,478,676	93,443,132	76,678,976	53,733,328	52,110,916	36,834,312	52,104,772	48,928,924	58,731,936	-	-	649,941,688
Well Flow to COH Gallons	17,817,100	22,242,500	22,239,700	21,114,500	15,859,700	14,530,400	9,787,700	14,026,400	12,138,200	15,268,300	-	-	165,024,500
Surface Flow to COH Gallons	7,458,200	7,869,976	4,431,661	3,390,593	2,908,977	8,931,985	11,018,281	12,885,009	9,542,090	7,668,634	-	-	76,105,406
TOTAL METERED	114,101,796	118,591,152	120,114,513	101,184,069	72,502,005	75,573,301	57,640,493	79,076,181	70,609,214	81,678,870	-	-	891,071,594
WATER SOURCE													
Well #2 (Southside Road)	9,282,000	8,489,000	14,176,000	9,751,000	4,706,000	2,659,000	2,609,000	5,578,000	6,352,000	10,354,600	-	-	73,956,600
Well #5 (Ray Cir/Enterprise)	4,461,642	5,877,229	5,753,409	4,836,823	4,355,159	6,919,230	4,753,879	1,233,184	1,225,659	1,838,717	-	-	36,976,931
Well #7 (Enterprise Rd)	7,427,108	13,727,233	21,183,110	10,234,556	4,035,264	2,731,949	6,243,759	10,172,259	14,162,515	16,043,071	-	-	105,960,824
Well #8 (Ridgepark)	15,266,000	16,844,000	16,278,000	12,118,000	11,403,000	23,739,000	2,443,000	4,576,000	5,618,000	6,054,000	-	-	114,339,000
Well #11 (Southside Road)	30,074,000	32,038,000	43,438,000	30,951,000	18,852,000	5,598,000	-	-	-	6,472,000	-	-	167,423,000
TOTAL from Wells	66,510,750	76,975,462	100,828,519	67,891,379	43,351,423	41,647,179	11,771,638	21,559,443	27,358,174	40,762,388	-	-	498,656,355
Lessalt W.T.P. I (High Zone)	11,498,000	3,226,000	838,000	-	-	-	-	-	(1,000)	-	-	-	15,561,000
Lessalt W.T.P. I (Middle Zone)	6,744,000	2,168,000	670,000	-	-	-	-	-	-	-	-	-	9,582,000
West Hills W.T.P. (@ Well #2)	14,521,000	14,294,000	13,887,000	4,107,000	1,000	9,531,000	15,405,000	18,886,000	15,081,000	12,127,000	-	-	117,840,000
West Hills W.T.P. (@ Well #11)	20,308,000	18,971,000	1,860,000	20,854,000	24,866,000	21,122,000	21,969,000	29,175,000	23,205,000	19,955,000	-	-	201,415,000
TOTAL from Surface Water	53,071,000	37,759,000	17,255,000	24,991,000	24,867,000	30,653,000	37,574,000	48,061,000	38,285,000	32,082,000	-	-	344,398,000
City Well Flow to SSCWD Gallons	806,200	1,653,500	2,376,200	2,403,700	1,850,900	758,700	1,062,300	1,620,100	1,497,400	2,052,400	-	-	16,080,900
City Surface Flow to SSCWD Gallons	324,000	597,000	513,900	443,700	346,500	609,400	1,410,900	1,732,500	1,398,400	1,092,300	-	-	8,467,600
TOTAL from City Inlets	1,130,200	2,250,500	2,890,100	2,846,400	2,197,400	1,367,600	2,473,200	3,352,600	2,895,800	3,144,700	-	-	24,548,500
TOTAL PUMPED	120,711,950	116,984,962	120,973,619	95,728,779	70,415,823	73,667,779	51,618,838	72,973,043	68,538,974	75,989,088	-	-	867,602,855
Estimated Water Loss	6,610,154	859,106	859,106	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	-	-	7,469,260
Water Loss %	5.476%	0.000%	0.710%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.861%
Estimated Water Gain	-	1,606,190	-	5,455,290	2,086,182	1,905,522	6,021,655	6,103,138	2,070,240	5,689,782	-	-	30,937,999
Water Gain %	0.000%	1.354%	0.000%	5.391%	2.877%	2.521%	10.447%	7.718%	2.932%	6.966%	0.000%	0.000%	3.472%
Total Net Water Loss													(23,468,739)
Cost of Water Produced (Per Acre Foot)	3,489	3,428	3,046	4,180	5,294	4,690	8,098	5,033	5,617	5,887	3,683	3,211	3,983
Prior YTD Cost	3,021	2,592	3,661	3,810	3,464	5,734	5,445	5,475	5,617	5,887	3,683	3,211	3,978

Reported gain has been attributed to quality inlets meter.

Sunnyslope County Water District

STATEMENT OF INCOME
FOR THE FISCAL YEAR ENDING JUNE 30, 2022 (This Year)
UN-AUDITED 5/9/2022

*** WATER ***	Feb-22	Mar-22	Variance Over / (Under) Prior Month	Feb-21	Mar-21	Variance Over / (Under) Prior Year	YEAR- TO-DATE	PRIOR YEAR- TO-DATE	PROJECTED 21/22 ACTUAL	FY 21/22 BUDGET
	OPERATING REVENUES									
Water Sales	494,393	477,914	(16,480)	436,809	435,703	42,210	5,250,646	5,471,605	7,000,862	6,700,000
Contracted Services	228,312	228,312	-	220,953	220,953	7,359	2,054,806	1,988,577	2,739,741	2,792,736
Installation Fees	11,745	7,290	(4,455)	3,240	10,555	(3,265)	66,490	85,380	88,653	
Late Fees	6,867	7,564	697	-	-	7,564	66,103	-	88,138	
Other Revenue	11,643	11,787	144	10,514	10,733	1,054	108,556	97,025	119,490	4,000
TOTAL OPERATING REVENUES	752,960	732,866	(20,094)	671,517	677,944	54,922	7,546,602	7,642,587	10,036,884	9,496,736
OPERATING EXPENSES										
Salaries and Benefits	(195,117)	(178,463)	16,654	(146,593)	(176,820)	(1,644)	(1,680,356)	(1,481,703)	(2,240,475)	(2,213,997)
Operating Expenses	(610,556)	(682,083)	(71,527)	(593,993)	(754,668)	72,586	(6,263,528)	(6,447,309)	(8,351,371)	(9,653,519)
TOTAL OPERATING EXPENSES	(805,673)	(860,546)	(54,873)	(740,586)	(931,488)	70,942	(7,943,884)	(7,929,012)	(10,591,846)	(11,867,516)
NET OPERATING INCOME	(52,714)	(127,680)	(74,966)	(69,069)	(253,544)	125,864	(397,282)	(286,425)	(554,962)	(2,370,780)
NON OPERATING INCOME & (EXPENSES)										
Capacity Fees	348,000	216,000	(132,000)	93,600	327,600	(111,600)	1,982,475	2,560,300	1,982,475	-
Donated Asset			-	142,131	-	-	-	713,506	-	-
Miscellaneous Income (Farm Labor Camp)			-	-	-	-	-	-	-	-
Adjust LAIF Investment to Fair Value			-	-	-	-	-	(34,956)	-	-
Interest Income	744	1,315	571	-	-	1,315	13,231	23,087	17,641	-
Allocated from G & A (Interest & Sale of Assets)	(509)	(636)	(127)	1,837	385	(1,021)	(5,841)	12,670	(7,788)	-
Debt Service (Loan Expense) & Disposal of Assets			-	(6,838)	(9,425)	9,425	(65,564)	(65,211)	(87,419)	(61,753)
TOTAL NON OPERATING INCOME & (EXPENSES)	348,236	216,679	(131,557)	230,730	318,560	(101,881)	1,924,301	3,209,397	1,904,909	(61,753)
NET WATER INCOME (LOSS)	\$ 295,522	\$ 88,999	(206,523)	\$ 161,661	\$ 65,016	23,983	\$ 1,527,018	\$ 2,922,973	\$ 1,349,947	\$ (2,432,533)
							384,520			
NET WATER INCOME (LOSS) Adjusted for Non Budgeted Items	\$ (52,714)	\$ (127,680)	(74,966)	\$ (75,907)	\$ (262,968)	135,288	\$ (462,846)	\$ (351,635)	\$ (642,381)	\$ (2,432,533)

Sunnyslope County Water District

STATEMENT OF INCOME
FOR THE FISCAL YEAR ENDING JUNE 30, 2022 (This Year)
UN-AUDITED 5/9/2022

	Feb-22	Mar-22	Variance Over / (Under) Prior Month	Feb-21	Mar-21	Variance Over / (Under) Prior Year	YEAR- TO-DATE	PRIOR YEAR- TO-DATE	PROJECTED ACTUAL	FY 21/22 BUDGET
*** WASTEWATER ***										
OPERATING REVENUES										
Sewer Sales	171,947	172,096	150	165,732	165,069	7,027	1,548,206	1,498,435	2,064,275	2,016,000
Contracted Services	29,213	29,213	(0)	-	25	29,213	484,977	-	393,852	393,852
Installation Fees			-	-	25	(25)	-	25	-	-
Late Fees	1,717	1,891	174	-	-	1,891	16,526	-	22,035	22,035
Other Revenue	2,903	2,943	40	2,629	2,683	260	25,567	24,019	34,090	158,000
TOTAL OPERATING REVENUES	205,780	206,143	363	168,361	167,777	38,366	2,075,276	1,522,479	2,514,252	2,567,852
OPERATING EXPENSES										
Salaries and Benefits	(37,740)	(34,140)	3,600	(43,525)	(42,749)	8,609	(327,031)	(434,999)	(436,041)	(582,805)
Operating Expenses	(79,143)	(61,782)	17,361	(61,325)	(62,946)	1,164	(949,005)	(560,639)	(1,265,340)	(1,126,013)
TOTAL OPERATING EXPENSES	(116,883)	(95,922)	20,961	(104,850)	(105,695)	9,773	(1,276,035)	(995,638)	(1,701,381)	(1,708,818)
NET OPERATING INCOME	88,897	110,221	21,324	63,511	62,082	48,139	799,241	526,841	812,871	859,034
NON OPERATING INCOME & (EXPENSES)										
Capacity Fees	-	-	-	-	21,125	(21,125)	-	21,125	-	-
Miscellaneous Income	-	-	-	-	-	-	-	-	-	-
Adjust LAIF Investment to Fair Value	-	-	-	-	-	-	-	(8,739)	-	-
Interest Income	350	619	269	-	-	619	6,417	73	8,556	-
Allocated from G & A (Interest & Sale of Assets)	(127)	(159)	(32)	459	96	(255)	(1,460)	2,897	(1,947)	-
Debt Service (Loan Expense) & Southside Rd. Slide	(16,800)	(16,800)	-	(18,856)	(19,503)	2,703	(151,059)	(172,501)	(201,411)	(210,073)
TOTAL NON OPERATING INCOME & (EXPENSES)	(16,577)	(16,340)	237	(18,397)	1,718	(18,058)	(146,102)	(157,145)	(194,802)	(210,073)
NET WASTEWATER INCOME (LOSS)	72,320	93,881	21,561	45,113	63,800	30,080	653,139	369,696	618,069	648,961
NET WASTEWATER INCOME (LOSS)	\$ 72,097	\$ 93,421	21,561	\$ 44,654	\$ 42,579	\$ 50,842	\$ 648,182	\$ 354,340	\$ 611,460	\$ 648,961
<i>Adjusted for Non Budgeted Items</i>										

	Feb-22	Mar-22	Variance Over / (Under) Prior Year	Feb-21	Mar-21	Variance Over / (Under) Prior Year	YEAR- TO-DATE	PRIOR YEAR- TO-DATE	PROJECTED ACTUAL	FY 20/21 BUDGET
*** WATER & WASTEWATER ***										
*** COMBINED INCOME (LOSS) WATER & WASTEWATER ***	367,842	182,880	(184,962)	206,774	128,817	54,063	2,180,158	3,292,668	1,968,016	(1,783,572)
*** COMBINED INCOME (LOSS) WATER & WASTEWATER Adjusted for Non - Budgeted Items	\$ 19,383	\$ (34,259)	\$ (53,642)	\$ (31,253)	\$ (220,389)	\$ 186,130	\$ 185,336	\$ 2,704	\$ (30,921)	\$ (1,783,572)

Sunnyslope County Water District
Investment Summary
2021 / 2022 (This Year)

BANK ACCOUNT	INTEREST RATE	JULY 2021	AUGUST 2021	SEPTEMBER 2021	OCTOBER 2021	NOVEMBER 2021	DECEMBER 2021	JANUARY 2022	FEBRUARY 2022	MARCH 2022	APRIL 2022	MAY 2022	JUNE 2022	JUNE 2021
<u>Heritage Bank of Commerce</u>														
CHECKING ACCOUNT Operating - General Fund	0	7,514,058	7,863,305	6,959,360	4,258,492	4,180,194	4,193,730	2,599,744	2,442,823	2,453,785				7,229,162
CHECKING SUBTOTAL		7,514,058	7,863,305	6,959,360	4,258,492	4,180,194	4,193,730	2,599,744	2,442,823	2,453,785	0	0	0	7,229,162
MONEY MARKET ACCT (MMA) Invested - General Fund	0	4,067,597	4,070,362	4,071,700	4,072,995	4,074,423	4,075,808	4,077,019	4,078,114	4,079,327				4,065,943
MMA SUBTOTAL		4,067,597	4,070,362	4,071,700	4,072,995	4,074,423	4,075,808	4,077,019	4,078,114	4,079,327	0	0	0	4,065,943
<u>L.A.I.F.</u> (Local Agency Investment Fund) As of: Jan 2022														
General Fund	0	-3,392,778	-3,333,004	-3,420,285	-3,718,450	-3,635,770	-3,438,831	-3,840,760	-4,113,099	-4,248,208				-3,160,471
Water Connect. Fee	0	6,951,621	6,882,013	6,959,461	7,245,293	7,146,570	7,047,848	7,480,856	7,741,879	7,867,167				6,733,577
Sewer Connect. Fee	0	21,125	21,125	21,125	21,125	21,125	21,125	21,135	21,135	21,135				21,125
SRF Loan Reserve	0	760,000	760,000	760,000	760,000	760,000	760,000	760,000	760,000	760,000				760,000
Board Designated Reserves	0	2,686,056	2,698,389	2,710,723	2,723,057	2,739,099	2,640,883	2,612,397	2,623,714	2,634,255				2,673,722
L.A.I.F. SUBTOTAL		7,026,024	7,028,524	7,031,024	7,031,024	7,031,024	7,031,024	7,033,628	7,033,628	7,034,350	0	0	0	7,027,954
<u>CEPPT</u> (CA Employee Pension Plan Trust)														
Employee Pension Reserve			1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000				0
CEPPT SUBTOTAL			1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	0	0	0	0
<u>MBS Securities</u> (CD Brokerage - Water Capacity Funds)														
Employee Pension Reserve					0	0	0	2,979,000	2,979,000	2,979,000				0
MBS SUBTOTAL					0	0	0	2,979,000	2,979,000	2,979,000	0	0	0	0
GRAND TOTAL		18,607,679	18,962,191	18,062,084	16,362,511	16,285,641	16,300,561	17,689,392	17,533,566	17,546,461	0	0	0	18,323,058
* TOTAL INTEREST RECORDED		0	5,265	3,838	573	1,429	1,384	4,131	1,095	1,934	0	0	0	48,639
YTD Total														

Sunnyslope County Water District

Reserve Summary

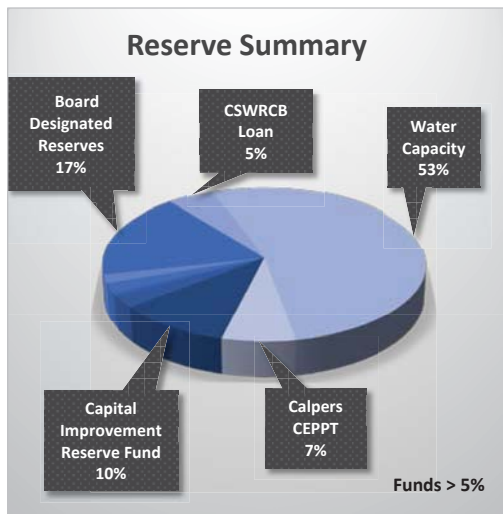
As of March 31, 2022

(Policy #8600)

	<u>3/31/2022</u>	<u>Increase</u>	<u>Decrease</u>	<u>6/30/2021</u>	<u>6/30/2020</u>	<u>Change</u>
1 Capital Improvement Reserve Fund	\$ 1,564,432	\$ -	\$ 144,986	\$ 1,709,419	\$ 1,775,906	\$ (66,487)
2 Rate Stabilization Fund	-	-	-	-	-	-
3 Drought Contingency Reserve	400,000			400,000	400,000	-
4 Emergency Equipment Replacement Fund	100,000			100,000	100,000	-
5 Vehicle Replacement Fund	302,293	104,744		197,549	148,634	48,916
6 Office and Misc. Equipment Replacement Fund	267,530	776		266,754	292,735	(25,981)
Board Designated Reserves	<u>2,634,255</u>	<u>105,520</u>	<u>144,986</u>	<u>2,673,722</u>	<u>2,717,275</u>	<u>(43,553)</u>
7 CSWRCB Loan	760,000			760,000	760,000	-
8 Water Capacity	7,867,167	2,022,962	888,504	6,732,709	2,867,486	3,865,223
9 Wastewater Capacity	21,135	10		21,125	39,849	(18,724)
10 Calpers CEPPT	1,000,000	1,000,000		-	-	-
Legally Restricted Reserves	<u>9,648,302</u>	<u>3,022,972</u>	<u>888,504</u>	<u>7,513,834</u>	<u>3,667,335</u>	<u>3,846,499</u>
TOTAL	<u>\$ 12,282,557</u>	<u>\$ 3,128,492</u>	<u>\$ 1,033,490</u>	<u>\$ 10,187,556</u>	<u>\$ 6,384,610</u>	<u>\$ 3,802,946</u>

Detailed Transactions:

Depr. Expense	\$ 105,520			\$ 64,241
Interest Income	\$ 4,047			
Debt Amortization			888,504	(1,264,484)
Capacity Fees	2,018,915			5,016,350
Server Room Improvement - (Approved 8/18/20)				(26,002)
Tyler System Upgrade - (Approved 8/18/20)				(15,305)
CEPPT Funding	1,000,000			
2100 Southside Roof Remodel	-		46,770	
Misc Other Additions			98,216	28,145
	<u>\$ 3,128,482</u>	<u>\$ 1,033,490</u>		<u>\$ 3,802,946</u>



Board Approved Disbursement Analysis				
Date:	Description:	Vendor	Resolution	Actual
1/19/2021	Audit (FY21, FY22 & FY 23)	MRBK	76,160	27,870
2/16/2021	Outsource Invoicing	Info Send	25,000	0
7/20/2021	Ignition SCADA part 1	Frisch & Calcon	Amended 2/15	
9/21/2021	CEPPT Trust Fund	Calpers	1,000,000	1,000,000
10/5/2021	Loan Payoff	City National	2,540,828	2,540,828
10/5/2021	Storage Building Re-roof	Sharpe	50,000	46,770
10/5/2021	IWTP Transmission line	Able	155,800	87,242
11/16/2021	Sewer Jetter	Muni Main Eq	75,000	0
11/16/2021	Temetra	Meter Valve & Cc	30,000	10,640
12/7/2021	Well 11 Rehab	Maggiore	75,000	63,833
12/21/2021	Force Main	MNS	100,000	51,185
1/18/2022	ACWA Membership	ACWA	21,260	21,160
1/21/2022	1" Meter Purchase	Itron/Badger	105,000	0
1/21/2022	Camry Sale		n/a	
2/15/2022	District Election	SBC	60,000	0
2/15/2022	Rate Study	Raftelis	84,502	0
2/15/2022	Ignition SCADA part 2	Frisch & Calcon	127,000	118,486

Sunnyslope County Water District

Fiscal Year 2022

Board Restricted Reserves

Name	Purpose	Determination	Interest
Capital Improvement Reserve Funds	To provide funds for Projects, improvements and major infrastructure repairs specifically identified as necessary in either a two year horizon or long term. Funds will also be designated as either water or waste water related.	The minimum amount is the 2 year estimate of planned capital expenditures. This fund may be replenished from either an existing capacity fund or current operations. If the source is from a capacity fund, 100% of the amount will be transferred if available. If sourced from operations, a portion of the total need is allocated based upon when the project is scheduled. The goal is to make monthly additions to approximately equal depreciation on capital improvements. Funds will be drawn down as the improvements are paid for.	Allocated based upon the percentage of the total water or wastewater funds invested in a portfolio of laddered securities for each type.
Rate Stabilization Fund	To mitigate the effects of occasional shortfalls in budgeted revenue due to economic conditions, unpredicted government mandates or changes in regulatory oversight.	Funds in reserve may be allocated to cover unpredicted events negatively effecting operating cashflow until the fiscal budgetary process and rate structure can be adjusted to mitigate the effect. No minimum or maximum is currently set. Additons maybe allocated at the discretion of the Board subject to unrestricted funds available.	Allocated based upon the percentage of the total water funds invested in a portfolio of laddered securities.
Drought Contingency Reserve	May be used in the event of water revenue shortfall from the impact of drought related restricted sales.	To be funded initially at 10% of budgeted water revenue. Additions and use of the funds to be authorized by the Board based on the continuance and severity of the drought.	Allocated based upon the percentage of the total water funds invested in a portfolio of laddered securities.
Emergency Fund	May be used for unbudgeted capital replacement or repairs for unexpected needs. Events of this type could stem from earthquake, vandalism, theft or some other circumstance that can not readily be predicted within the normal operating cycle.	To be funded initially with \$250,000. At the beginning of each fiscal year, the fund will be replenished if drawn down below the minimum. There is no maximum.	Allocated based upon the percentage of the total water & wastewater funds invested in a portfolio of laddered securities.
Vehicle Replacement Fund	This is a sinking fund created to capture the depreciated value of capitalized vehicles. The balance is used to fund the replacement of capitalized assets at the end of their useful lives.	Fund to be replenished monthly in an amount equal to depreciation plus Board authorized additions in the approved capital budget plan. Funds will be drawn down as purchases are made.	Allocated based upon the percentage of the total water & wastewater funds invested in a portfolio of laddered securities.
Office and Misc. Equipment Replacement Fund	This is a sinking fund created to capture the depreciated value of capitalized general and administrative related assets. The balance is used to fund the replacement of capitalized assets at the end of their useful lives	Fund to be replenished monthly in an amount equal to depreciation plus Board authorized additions in the approved capital budget plan. Funds will be drawn down as purchases are made.	Allocated based upon the percentage of the total water & wastewater funds invested in a portfolio of laddered securities.

Sunnyslope County Water District

Fiscal Year 2022

Legally Restricted Reserves

Name	Purpose	Determination	Interest
CSWRCB SRF Loan	Governed by Ca State Water Resources Loan Agreement for the construction of the Ridgemark Wastewater treatment facility.	The SRF agreement must be equal to one year of debt service which equals approximately \$760,000 in 2022.	Allocated based upon the percentage of the total wastewater funds invested in a portfolio of laddered securities.
Connections-Water Capacity	Water Capacity fees are collected from developers of new projects. The reserve is to fund future maintenance and replacement of the acquired assets used to service the new development.	Fees are collected based on meter size to ensure that new customers pay their fair share of the capital costs. The funds are allocated to the Capital Improvement reserve as the need to replace and repair as determined.	Allocated based upon the percentage of the total water funds invested in a portfolio of laddered securities.
Connections-Wastewater Capacity	Wastewater Capacity fees are collected from developers of new projects served by the Ridgemark SBR plant. The reserve is to fund future maintenance and replacement of acquired assets used to service the new development and pay for ongoing repair and maintenance of the plant.	Fees are collected based upon equivalent dwelling units to ensure that customers pay their fair share of capital costs. The funds are allocated to the Capital improvement reserve as the need to replace and repair as determined	Allocated based upon the percentage of the total wastewater funds invested in a portfolio of laddered securities.
Calpers Retirement Prefunding - CEPPT	CEPPT is a Calpers trust dedicated towards the payment of future pension obligations. Funds are invested with a strategy to earn a rate of return comparable to the estimated return of the overall pension trust which is approximately 7%.	Initial funding is \$1,000,000. Future amounts will be determined by the Board based upon actuarial assumptions regarding potential shortfalls. Trust funds can be used to pay current pension obligations.	Actual Gains and losses earned and reported by Calpers

Staff Report

Agenda Item: H – 5a

DATE: May 11, 2022 (May 17, 2022, Meeting)

TO: Board of Directors

FROM: Water/Wastewater Superintendent, Jose J. Rodriguez

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

Narrative

1. All three water reports were completed and submitted to the State Water Resources Control Board (SWRCB) on time by April 8, 2022.
2. Well #11 Bacteriological test results were negative for the presence of disease-causing organisms. The total coliform bacteria test is a primary indicator of "potability" or how suitable the water is for drinking. The Division of drinking water gave permission for SSCWD to put Well #11 back into service. Regular scheduled monthly sampling has been resumed.
3. Sunnyslope County Water District (SBCWD) received approval from San Benito County Water District to order 6,650-gallon replacement Sodium Hydroxide tank for the Westhills Water Treatment Facility. Lead time is estimated to be 8-10 weeks.
4. Sunnyslope County Water District moved to Stage II water conservation measures in April. In efforts of meeting our annual target of 30% of the system fire hydrants flushed, staff managed to flush 94 hydrants and dead ends in the month.
5. During a regular chemical delivery, the Brentagg driver was offloading an initial 1,500 gallons of Sodium Hydroxide without incident. After switching to the second tank to off-load the remaining 1,500 gallons, the driver experienced a burst of product in the opposite direction in which he was positioned. He quickly shut the chemical off-loading equipment. Due to the direction in which the piping blew apart, no injuries occurred as the Brentagg driver was fully donned with his Personal Protective Equipment (PPE). Staff was monitoring the event from our onsite CCTV and responded immediately. After the area was secured, it was discovered that Brentagg had newly installed chemical feedline piping but was not properly glued causing the piping to break apart. Brentagg was informed of the situation and credit will be given to the district for parts and materials used for the initial repairs that were not suitably installed. District staff properly glued and secured piping.
6. The West Hills Facility produced 62.6 million gallons (2.15 MGD) or 192.094 acre-feet of surface water in April. Staff continuously checks water quality, analyzer results and adjust to sustain permit requirements.

7. The Westhills Facility received 33,000 pounds of Powder Activated Carbon (PAC). PAC is used to remove many organic contaminants as well as taste and odor from water supplies. PAC is delivered two to three times per year depending on volume of water being treated, organic content and carbon efficiency.
8. San Benito County Water District (SBCWD) was notified of damaged flashing on the exterior of the building at the Lessalt Water Treatment Plant. SBCWD contracted Alta Cal Roofing for repair and minor maintenance
9. The Industrial Wastewater Treatment Facility did not operate in the month of April. Construction has continued in various areas of the facility. The two inlet sedimentation ponds have continued to be cleared of dirt. Preventative maintenance on existing equipment is being performed on a monthly basis in preparation of the upcoming season.

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

Water (14) April

1. Assisted Tiechart Construction with the replacement of the 3-valve cluster on South Ridgemark Drive and Lanini Drive.
2. Well #11 was put back into production and resumed scheduled sampling.
3. Calcon calibrated flow meters at all 5 district wells and 3 of the 5 interties. Calcon was not capable of calibrating Hillcrest/Memorial and Santa Ana interties due to no flow status at the time of their visit. We will schedule them at another time to perform this calibration.
4. Replaced leaking service lines at 825 & 845 South Ridgemark Drive.
5. Replaced leaking service line at 1300 Highland Drive.
6. Replaced leaking service lines at 1490 & 1510 Cemblin Drive.
7. Replaced broken hydrant on Juniper Drive and Memorial Drive.
8. Replaced curb stop at 1613 Hillcrest Road.
9. Continued cleaning and painting well discharge piping and pressure reducing valves (PRV) stations.
10. Staff received training thru Rural Community Assistance Corporation (RCAC) on Pumps and Motors. In order to renew staff's certification, they must submit proof of completion for the number of continuing education contact hours every 3 years. The district provides monthly online trainings to accomplish this requirement.
11. Replaced steering hydraulic ram on shop forklift.
12. Finished flushing blow-offs.
13. Cleaned and trimmed back vegetation around office and shop.
14. Hauled asphalt from Well #6 to Don Chapin.



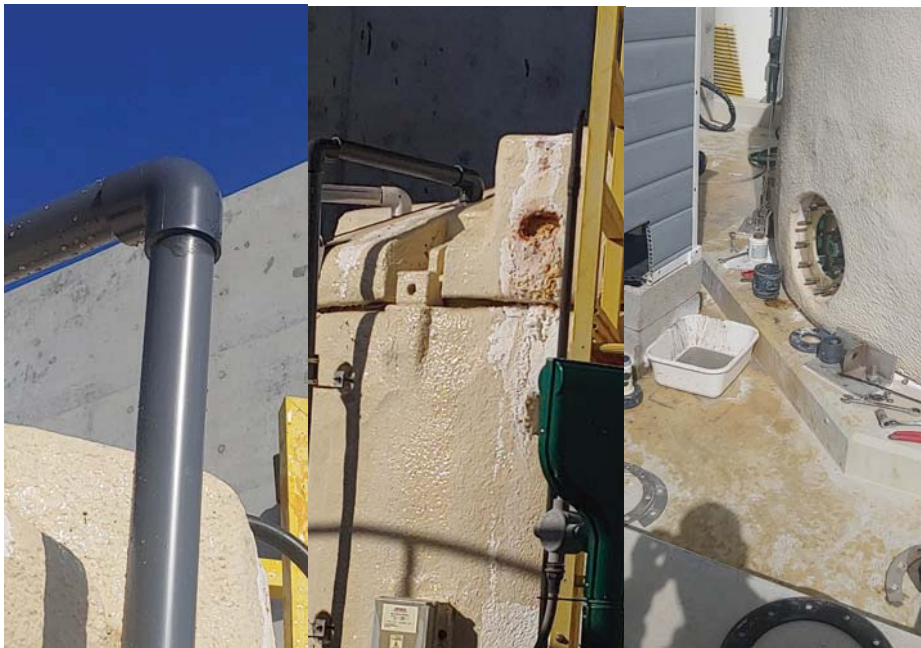
Project Location	: #1 - Sunnyslope County Water District – 3 valve cluster repair
Project	: South Ridgemark and Lanini Dr
Department	: Water Department staff: Abel Alvarez, Basilio Hernandez, Michael Vargas-Garcia and Diego Perez-Briebesca
Description	: During the tie-in to the new subdivision, a valve was discovered to be leaking to the extent that the problem would become a bigger issue if not immediately addressed. Sunnyslope staff assisted Triechert cutting the asbestos pipe.

LESSALT Water Treatment Plant (2)

1. Alta Cal Roofing replaced flashing on building.
2. Sprayed weeds around facility.

West Hills Water Treatment Plant (9)

1. Worked with Brenntag on caustic tank leak repair.
2. Continued spraying weeds.
3. Loaded sludge for RJR to haul to John Smith Landfill.
4. Replaced tubing on peristaltic chlorine pump #2.
5. Replaced Powder Activated Carbon (PAC) tank Total Suspended Solids (TSS) probe.
6. Replaced bell housing on PAC tank pressure reducing valve.
7. Replaced all pH salt bridges and calibrated.
8. Flushed and re-filled raw water eye wash.
9. Pumped out and inspected recovery basin #1.



Project Location	: #1 - Westhill Water Treatment Facility
Project	: Chemical Containment Structure pipe blow out
Department	: Water Department
Description	: Brentagg replaced an existing fill line but failed to glue the piping. This caused the line to burst when filling tank due to offloading pump pressure. Nobody was hurt in the incident, Brentagg was notified, and proper action was taken.

Wastewater (5)

1. Municipal Maintenance Equipment (MME) conducted training of the Vactor truck. Staff was shown how to properly use equipment functions, adapters, routine maintenance associated with truck and things to be aware of while out in the district.
2. Put Sequence Batch Reactor (SBR) basin #2 at back into service.
3. Finished cleaning and hydro jetting sewer system.
4. Completed training from MME on new Pipe Hunter sewer jetting trailer.
5. Pulled and inspected both pumps at Paullus Lift Station.



Project Location	: District office
Project	: Vaccon training conducted by Municipal Maintenance Equipment
Department	: Sanitation Department
Description	: Staff had requested additional training for heavy equipment and new Pipe Hunter

Industrial Plant (3)

1. Continued cutting and clearing weeds around ponds.
2. Sharp Engineering continuing to remove dirt from concrete basins located at the headworks.
3. Started Preventative Maintenance service on equipment.

Completed This Month	Job Descriptions	Completed YTD 2021 – 2022 July 1 to June 30	Completed 2020 – 2021 July 1 to June 30	Completed 2019 – 2020 July 1 to June 30	Completed 2018 – 2019 July 1 to June 30
226	Work Orders	2010	2469	2715	2642
29	Temporary Manual Read Water Meters Installed in New Construction Accounts	190	368	256	146
0	Radio Read Meters & ERTs Installed in New Construction Accounts	1	21	0	1
31	Total: Manual Read Meters Replaced with Radio Read Meters & ERT's, including Radio Meters Installed in New Construction Accounts	262 (Total = 6886)	282	191	246
22	Existing Radio Read Meters & ERTs Replaced with New Radio Read Meters & ERTs	254	322	304	350
103	Valves Exercised (Approx. 2674 in SSCWD System 3/2021)	365	721	319	410
94	Fire Hydrants Flushed (Approx. 938 in SSCWD System 3/2021)	292	749	281	757
20	Meters on Repair List	277	326	449	1147
8	Emergency Calls	135	174	156	204
120	Locates on our Water/Sewer Lines	1546	1732	1037	454
0	Sewer Inspections	1	0	0	2
0	Shutoff Notices	0	0	112	182
5	Water Services Replaced	36 (Total = 931)	12	15	18

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



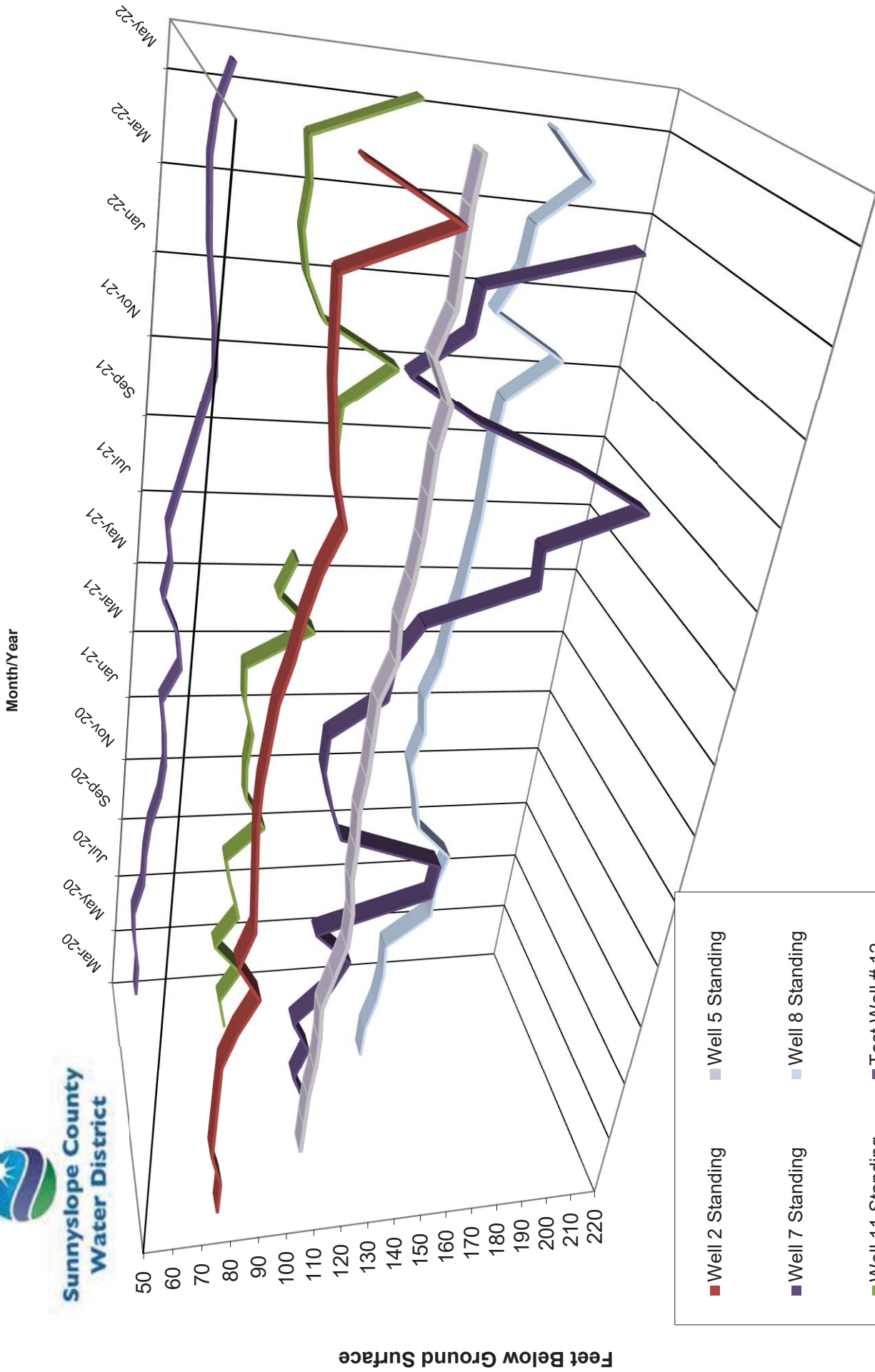
Hollister/Sunnyslope Intertie Water Balance

Report Date: May 1, 2022		to		April 13, 2022	
Current Consumption Period: March 16, 2022		to		April 13, 2022	
Intertie Location	Groundwater Flow to COH	Surface Flow to COH	Groundwater Flow to SSCWD	Surface Flow to SSCWD	to
	i n G a l l o n s				
Southside Road Intertie Water Total Flow	0	1,126,534			
Sunset & Memorial Water Total Flow	5,374,100	2,214,100	0		0
Sunnyslope & Memorial Water Total Flow	8,866,200	3,614,700	100		0
Hillcrest and Memorial Water Total Flow	29,800	8,300	2,052,300		1,092,300
Santa Ana & La Baig Water Total Flow	998,200	705,000			
Intertie Sub-Total Water Flow	15,268,300	7,668,634	2,052,400		1,092,300
<i>Total Combined Surface and Ground Water Intertie Flow</i>		22,936,934		3,144,700	
City of Hollister Well 2 Surface Water Total Flow (West Hills)		7,776,000			
City of Hollister Well 4 Surface Water Total Flow (West Hills)		11,789,000			
City of Hollister Well 5 Surface Water Total Flow (West Hills)		2,483,000			
Sunnyslope Well 2 Surface Water Total Flow (West Hills)				12,127,000	
Sunnyslope Well 11 Surface Water Total Flow (West Hills)				19,955,000	
Sunnyslope Surface Water Total Flow (LESSALT)					0
Surface Water Flow Sub-Totals		22,048,000			32,082,000
Ground Water and Surface Water Flow Totals	15,268,300	29,716,634	2,052,400		33,174,300
Current Period:	COH half of Surface Water Flow to Distribution (LESSALT & WH)		27,065,000		
	Net Ground/Surface Water Balance Owed to SSCWD (to COH)	13,215,900	1,559,334		
	Beginning Water Balance Owed to SSCWD (to COH)	735,021,675	-343,968,957		
	Gallons Billed to COH thru Report Date April 13, 2022	0		Informational Last Month Net Total	391,052,718
	Sub-total Ending Water Balance Owed to SSCWD (to COH)	748,237,575	-342,409,623	Net Sub Total	405,827,952
	Half of Total Gallons LESSALT Discharge to City of Hollister Wastewater Treatment Plant during the current consumption period			-	
	Exchange Factor; Half of the total gallons discharged to COH WWTP from LESSALT multiplied by a factor of 4			-	
	Ending Water Balance Owed to SSCWD (to COH)	748,237,575	-342,409,623	Net Total	405,827,952

Current:	West Hills WTP Total Flow to Distribution	54,130,000			
	Percent of Surface Water Received	COH	40.7%	SSCWD	59.3%
Current:	COH half of West Hills WTP Total Flow to Distribution	27,065,000			
	West Hills WTP Surface Water Total Flow to COH	22,048,000			

From April 1, 2021 to Present					
YTD	LESSALT WTP Total Flow to Distribution	129,596,000			
	West Hills WTP Total Flow to Distribution	854,152,500			
	Surface WTPs Total Flow to Distribution	983,748,500			
	Total YTD Surface Flow to COH/SSCWD	COH	526,579,395	SSCWD	457,169,105
	Percent of Surface Water Received	COH	53.5%	SSCWD	46.5%

Depth to Standing Water Level Below Ground Surface



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

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

Well 11 = 330
 Test Well 12 = 308

Staff Report

Agenda Item: **H-6**

DATE: May 12, 2022 (May 17, 2022 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: General Manager Monthly Status Report

ACTIVE TASKS:

- 1. Budget Planning and Consideration** – Staff completed the San Benito Foods FY22-23 budget and submitted for approval. The SBCWD budgets for operation of West Hills and Lessalt has been submitted for review and approval. Operation costs at all plants have remained within budgets and this coming year has several increases in costs due to chemicals and energy increases, however the anticipated reduction in production will keep expenditures down. The slight increases in budgetary requests unfortunately include the expectation that less water will be sold for increased costs. Staff will further discuss these impacts with the Water/Wastewater Committee.
- 2. Office Technology and Public Access** – Most of the planned office improvements have been accomplished this past fiscal year. The next step to improve the advantage of the WaterSmart® public portal tools which we use currently will be to install the antenna receivers for daily reads of water meters. Staff will budget accordingly to move this goal forward.
- 3. Tyler Technologies Financial Systems Upgrade** – The financial upgrade system has now been operational for one month. This improvement is going well.
- 4. IWTP Update** – The PG&E power reduction incentive application was approved. In response to this incentive program SBF has authorized a series of improvements which will reduce power consumption by 50% and save over \$300,000 in power costs. This same incentive program is being leveraged to make improvements at the Ridgemark Treatment Plant. Based on anticipated power savings and incentives at the Ridgemark plant we may also see significant cost savings there.

5. **Drought Update** – The Board approved the Stage II water conservation resolution last month. The governing bodies for the City, SBCWD and San Juan Bautista have done the same. San Benito Water Resources District has begun a public outreach campaign to notify the public of these re-instated requirements. The District placed Stage II information and notifications on our website and the next District newsletter will contain public outreach on this topic.

6. **LAFCO Concerns** – The General Manager has been meeting with LAFCO Manager Bill Nicholson on several occasions to help resolve concerns involving the extension of sewer services within the District and outside the City limits. The most important concern is to ensure that legal boundary definitions are maintained and upheld. To fulfill the needs of LAFCO the District will need to present a plan to the City of Hollister to assume all maintenance responsibilities for sewer collection outside of the City limits but which reside inside the Sunnyslope Water District. The City does not have authority to serve sewer outside of the City boundaries, but Sunnyslope does. Sunnyslope will need to request contracted services from the City for sewer treatment so that sewer within the district can be treated by the City and paid for accordingly. With a contract for sewer capacity approved by the City and the District the LAFCO concerns will be resolved.

7. **Best Road Mutual Water Company (BRMWC)** – The Division of Drinking Water (DDW) has continued to coordinate discussions between SSCWD and BRMWC to reduce the number of privately operated water systems throughout San Benito County. BRMWC has struggled with water quality issues and the DDW would like to see SSCWD manage their water system. The preferred solution for the District would be to annex the area into the District boundaries and then provide well water only. Surface water offered through Zone 6 is not available to this subdivision. LAFCO annexation and a legal extension of Zone 3 water will need to be completed before water service could be extended, however the State of California has programs to help cover these costs associated with feasibility analysis. Progress continues to be made. Currently only minimal staff time is being allocated toward this effort. BRMWC will be required to fund all studies and analysis for connection at the point when those decisions will be ready to be made. A formal New Business item will be presented to the Board prior to the formal extension of service or will serve notices are ready to be issued.

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

Staff Report

Agenda Item: H-7

DATE: May 10, 2022 (May 17, 2022 Meeting)

TO: Board of Directors

FROM: Drew A. Lander, General Manager

SUBJECT: Approval of Resolution No. 575 of the Board of Directors of the Sunnyslope County Water District – Hollister California Proclaiming a Local Emergency, Ratifying the State of Emergency Proclaimed on March 4, 2020, and Authorizing Remote Teleconference Meetings of all District Legislative Bodies for the Following 30 Days in Accord with the Ralph M. Brown Act (Not a project under CEQA per Article 20, Section 15378).

RECOMMENDATION:

Approve by consent that the findings required by AB 361 are still current and relevant and authorize the President to sign a Resolution of the Board authorizing remote teleconference meetings of all district legislative bodies for the following 30 days as provided by law.

BACKGROUND:

At the October 5th, 2021 special meeting the Board discussed and approved Resolution #562 to allow the use of remote meeting access for the following 30 days. This item appeared as a consent agenda item since November and was extended through Resolutions #563, #564, #567, #569, #571, #573 and again having concluded the findings remain current, Resolution #575 extends the used of remote meeting access throughout March for another 30 days.

In September 2021 Governor Newsom signed into effect AB 361, allowing public agencies to hold public meetings through teleconferencing as long as there is a state-proclaimed state of emergency.

AB 361 amends the Brown Act to allow SSCWD to continue using teleconferencing and virtual meeting technology as long as:

- There is a “Proclaimed State of Emergency;”
- State or local officials impose or recommend measures that promote social distancing; or
- SSCWD’s Board finds that, by a majority vote, meeting in person would present an imminent safety risk to attendees.

The March 4, 2020 Proclamation of State of Emergency is still in effect. An Emergency Proclamation is not terminated until the Governor, or Legislature, proclaims it to be terminated. (GC 8629.) Accordingly, the current State of Emergency will remain until it is terminated with a Proclamation Terminating the State of Emergency.

AB 361 Remote Meeting Findings Required:

SSCWD must make the following findings by majority vote:

- SSCWD has reconsidered the circumstances of the state of emergency; and
- Any of the following circumstances exist:
 - The state of emergency continues to directly impact the ability of the members to meet safely in person; or
 - State or local officials continue to impose or recommend measures to promote social distancing.

These findings must be made no later than 30 days after meeting remotely for the first time and every 30 days thereafter.

AB 361 will sunset on January 1, 2024.

FISCAL IMPACT:

No change in the fiscal impact is anticipated with the continuation of remote access for District public meetings. The cost of online access software is paid up through June 2022.

ENVIRONMENTAL IMPACT:

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

Attached: Resolution #575

RESOLUTION No. 575

A Resolution of the Board of Directors of the Sunnyslope County Water District – Hollister California Proclaiming a Local Emergency, Ratifying the State of Emergency Proclaimed on March 4, 2020, and Authorizing Remote Teleconference Meetings of all District Legislative Bodies for the Following 30 Days In Accord with the Ralph M. Brown Act

FACTS

1. The Board of Directors is committed to preserving and nurturing public access and participation in meetings of the Boards; and
2. All meetings of District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and observe District legislative bodies conduct business; and
3. The Brown Act, Government Code section 54953(e), enables remote teleconferencing participation in meetings by members of a legislative body, without strict compliance with requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and
4. One required condition is that a state of emergency has been declared by the Governor of the State of California pursuant to Government Code section 8625, proclaiming existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code section 8558; and
5. A proclamation is made that there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the District's jurisdiction, caused by natural, technological, or human-caused disasters; and
6. State or local officials have imposed or recommended measures to promote social distancing, or, that having the legislative body meet in person would present imminent risks to the health and safety of attendees; and
7. The Board of Director's affirms these conditions now exist in its jurisdiction. Specifically, on March 4, 2020, the Governor proclaimed a State of Emergency to exist as a result of the threat of COVID-19. That Proclamation has not been terminated by either the Governor or the Legislature pursuant to Government Code section 8629; and
8. Despite sustained efforts to remedy this circumstance, the District determines that meeting in person poses an imminent risk to health and safety of attendees due to the COVID-19 virus and its variants; and
9. The Board of Directors finds the emergency created by the COVID-19 virus and its variants has caused, and will continue to cause, conditions of peril to the safety of persons within the District that are likely to be beyond the control of services, personnel, equipment, and facilities of the District, and desires to proclaim a local emergency and ratify the proclamation of state of emergency by the Governor and similar local health orders that require social distancing; and
10. As a consequence of the local emergency, the Board of Directors determines that all legislative bodies of the District are required to conduct their meetings without full

compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that those District legislative bodies shall comply with the requirements to provide public access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

11. Each District legislative body shall continue to conduct meetings with public access available via call-in or internet-based service options and the public shall be allowed to address the legislative body directly in real time; and
12. This Resolution shall authorize the General Manager to establish and maintain platforms necessary for each District legislative body to hold teleconference meetings and provide an avenue for real-time public comments for such meetings; and
13. The Board of Directors finds the introduction and adoption of this resolution is not subject to the California Environmental Quality Act (CEQA) as the activity is not a project as defined in Section 15378) of the CEQA Guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SUNNYSLOPE COUNTY WATER DISTRICT:

SECTION 1. RECITALS. The foregoing Findings are true and correct and are adopted by the Board of Directors as though set forth in full.

SECTION 2. PROCLAMATION OF LOCAL EMERGENCY. The Board of Directors hereby proclaims that a local emergency now exists throughout the District, and meeting in person would present imminent risk as a result of the COVID-19 virus and its variants.

SECTION 3. RATIFICATION OF PROCLAMATION OF A STATE OF EMERGENCY. The Board of Directors hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

SECTION 4. REMOTE TELECONFERENCE MEETINGS. The General Manager and legislative bodies of Sunnyslope County Water District are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

SECTION 5. EFFECTIVE DATE OF RESOLUTION. This Resolution shall take effect immediately upon its adoption and shall remain in effect for a period of 30 days, or until such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which District legislative bodies may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE SUNNYSLOPE
COUNTY WATER DISTRICT this 17 day of MAY 2022, by the following vote:

AYES: Directors –
NAYS:
ABSENT:

SUNNYSLOPE COUNTY WATER DISTRICT:

Signed: _____

Jerry Buzzetta, President

(seal)

ATTEST:

By: _____

Drew A. Lander, Secretary of the Board of Directors

Staff Report

Agenda Item: I-1

DATE: May 12, 2022 (May 17, 2022 Meeting)

TO: Board of Directors

FROM: Drew Lander, General Manager

SUBJECT: Consider Declaring the Following Equipment to Be Surplus Equipment and Authorize the General Manager to Sell the Vehicle/Equipment per District Policy 8510.

- a) 2000 GMC Sierra 2500
- b) Wachs Model TM/7 Truck Mounted Valve Operator

RECOMMENDATION:

Make and approve a motion to declare the following to be surplus equipment and authorize the General Manager to sell the vehicle/equipment per District Policy 8510.

- a) 2000 GMC Sierra 2500
- b) Wachs Model TM/7 Truck Mounted Valve Operator

BACKGROUND:

The 2000 Sierra 2500 had been received relatively little use for the past 6 months due to some steering and braking concerns identified by staff. The truck is no longer consistently reliable, and staff believe it to have issues with the suspension, exhaust system, and potentially other parts of the drivetrain. The frequency of repairs for this truck has been increasing for the last several years and due to its age, repair parts are becoming more difficult to obtain. Staff believe that significant mechanic work will be required for the truck to pass its smog test this year. The cost to the District of maintaining this vehicle are expected to significantly increase as major work would be needed to bring it back to good operating condition.

The Wachs Model TM/7 Truck Mounted Valve Operator was first purchased by the District in 1999 to accelerate the valve exercising program which had previously been done manually. Originally installed in a 1998 GMC truck, this equipment was later transferred to a 2015 Chevy when the truck was declared surplus. In 2017, Sunnyslope purchased our current valve turner/vacuum trailer which has entirely replaced the TM/7. Sunnyslope therefore has no further need for the TM/7. Moreover, repair parts are difficult to obtain due to the age of the unit.

District Policy 8510 provides direction needed to declare surplus equipment. Only the Board may declare surplus property. The General Manager recommends obtaining a salvage title per policy 8510.5 to protect the District and reduce its liability for the condition of the truck. Staff will take the appropriate steps to provide the potential buyer a release of liability and notice of an "As-is" purchase.

FINANCIAL IMPACT:

The fiscal impact of declaring this truck as surplus and selling the vehicle will result in an estimated \$7,500 in sales revenue and a slight decrease in the insurance premiums and maintenance for the District. Estimated value of the valve operator is \$500. All funds from the sale will be returned to the Vehicle Reserve Fund for the purchase of future transportation and equipment needs.

ENVIRONMENTAL IMPACT:

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

Staff Report

Agenda Item: I – 2

DATE: May 13, 2022 (May 17, 2022 Meeting)

TO: Board of Directors

FROM: Drew Lander, General Manager

SUBJECT: Approve Resolution No. 576 Authorizing and Directing the General Manager to Pursue a Contract for Sewer Treatment Capacity with the City of Hollister.

RECOMMENDATION:

Staff requests the Board approve a motion adopting Resolution No. 576, authorizing, and directing the General Manager to pursue a contract to purchase 0.07MGD sewer treatment capacity with the City of Hollister sewer treatment facility and develop a revised Memorandum of Understanding between the City of Hollister (COH) and Sunnyslope County Water District (SSCWD) defining Sewer Collection responsibilities in conformance with jurisdictional authorities.

BACKGROUND:

Over the past two years the COH has not acted to uphold the Memorandum of Understanding signed in 2016 (MOU2016) by the previous District General Manager and the prior City Manager involving the extension of sewer service from the city sewer treatment plant to customers outside of the city limits. Existing connections continue to be served by the City, however new connections are on hold until a resolution to jurisdictional concerns are resolved.

The Hollister Urban Area Wastewater Management Plan (HUAWMP) prepared by the San Benito County Water District (SBCWD) and adopted in 2011, outlined goals for the County, City and SSCWD for addressing future wastewater service within the defined geographical area. The intent of the MOU2016 was to comply with the Health, Safety and Welfare findings of the HUAWMP. The intent of the MOU2016 was sound, however the execution of this document did not receive legally binding support from the City Council as the agreement was not adopted by resolution at that level. The MOU2016 has not formally been rescinded by City staff, however I agree with the City interpretation of the MOU2016 by recognizing that providing sewer services outside of the City limits is in violation of LAFCO statutes. The problem is that customers who are served by the City but who are also outside of the City limits do not have a legal standing before the City Council and they are not included in the voter roles for the City Council seats. In short, the City should not provide sewer collection outside of the city boundary and although Sunnyslope could develop sewer treatment to cover these areas, that would neither be efficient nor cost effective for the constituents of the District in the long run. A regional city plant has been constructed and to honor the intent of the HUAWMP the District should attempt to resolve the sewer service conflict directly with the City by contracting sewer service capacity from the City and not through the construction of additional treatment facilities.

ACTIONS REQUIRED TO CORRECT OPERATIONAL CONFUSION:

- 1) Since 2011 SSCWD has actively intended to provide water and sewer services throughout the District service area and the MOU originally was understood to provide these services by turning over District authority to the City so they could grow to fill those demands per the intent of the HUAWMP. In light of the issues of legality identified by the LAFCO Executive Officer, Sunnyslope is required to assume the operational maintenance of these areas. The District has the appropriate staffing, equipment and expertise to immediately assume these duties. In several instances District staff have already responded to sewer needs within these contested areas.
- 2) A new and revised MOU needs to be developed wherein the City and SSCWD agree that the City no longer has sewer collection responsibilities outside of the City jurisdiction boundaries. All sewer customers inside the District and outside of the City limits will become full sewer customers of SSCWD. This will correct the issues of legal standing as the SSCWD board would become fully responsible to these sewer service recipients.
- 3) SSCWD will ask the COH to honor the intent of the HUAWMP and contract with SSCWD for the ongoing and continuous treatment capacity of sanitary sewer connections currently served by City sewer. Sewer treatment costs will be paid to the City and conditions for ongoing maintenance and upkeep of the plant will be defined.
- 4) SSCWD will honor the intent of the HUAWMP by seeking to purchase sewer treatment capacity from the City and not seek expansion of the Ridgemark Sewer Treatment Facility when the City plant is a logical choice. This will maximize water reclamation ability of the City plant.
- 5) For developments better served by the City treatment plant, SSCWD will seek additional capacity requests through the City as future developments are presented. The City will retain the rights to approve or deny these requests in the future.

SEWER SERVICE REQUEST:

Currently there are three developments pending a resolution to these boundary service disputes. If the above actions can be achieved then the District would then recognize all pending developments North of Highway 25 would be receiving sewer collection services from Sunnyslope directly, and Sunnyslope will be compelled to request sewer treatment capacity from the City of Hollister to fulfill the sewer service treatment requests. There are three projects which were granted approvals under the MOU2016 which is now in question. Of most notoriety is the Gavilan College extension. Under the plan outlined above the District needs to approach the City with a request to purchase treatment plant capacity so that these projects can proceed. It would be the City's responsibility to sell capacity to Sunnyslope so that these projects can proceed as intended and to ensure the Gavilan College will be successful.

Pending Requests include –

1. Gavilan College expects to host up to 500 students and staff. They assume an average daily flow of 20gpd per student/staff for a total ADF of 10,000 gpd.
2. Fairview Corners is proposing a total of 189 single family homes. Assuming an average daily flow of 130gpd per home (which is approximately the ADF of our current customers) that would be a total of 24,570 gpd.
3. Cielo Vista has 76 existing single-family homes. Assuming 130 gpd per home, a total ADF of 9,880 gpd is required.

4. Lee is proposing 141 units which are mostly single family homes but some multifamily (though each unit within multifamily is counted individually). Assuming an average daily flow of 130gpd per home that would be a total of 18,330 gpd.

Capacity of treatment plants are reported in Millions of Gallons per Day (MGD). The City total permitted capacity is 4.0MGD. It currently operates at 2.6MGD. All of the pending projects listed above will required a total capacity request from the city of 0.07MGD. All the customers currently connected are included in the 2.6MGD operational volume.

FINANCIAL IMPACT:

The fiscal impact of the proposed maintenance plan are estimated to include additional expenditures of approximately \$200,000 annually in maintenance expenses. This will include collection services to all areas inside the District boundary and outside of the City Limits currently being serviced by the City. The cost of maintenance will be recouped in the monthly sewer service charges billed to the customers. The monthly charges billed to the customers will be similar to what they are paying currently, however the fees paid will be split appropriately to remit the portion of the fee that includes the City treatment cost to the City, and the potion relating to the maintenance of the sewer collection system will remain with the District. To make this arraignment work the anticipated additional revenue will balance the additional expenditures and capital depreciation.

New connections will be required to pay a connection fee and be billed for sewer services which will be divided accordingly for treatment and collection services. All costs will be recouped in the same fashion.

ENVIRONMENTAL IMPACT:

The EIR completed in 2011 for the HUAWMP lays out the benefits of operating a regional wastewater treatment facility and also includes the benefits and mitigations associated with wastewater reclamation. The effective area of the HUAWMP is defined in the documents and includes the City of Hollister an the Sunnyslope Water District service boundary. Compliance with the HUAWMP fulfills the original EIR for the design and operation of the City of Hollister regional treatment facility.

Attachments:

- 1) Resolution No. 576
- 2) MOU2016 for reference

RESOLUTION NO. 576

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

**AUTHORIZING AND DIRECTING THE GENERAL MANAGER TO
PURSUE A CONTRACT FOR SEWER TREATMENT CAPACITY WITH
THE CITY OF HOLLISTER IN THE AMOUNT OF 0.07MGD**

WHEREAS, The Board of Directors desires to ensure that all constituents of the District have equal and adequate representation before those elected to represent them; and

WHEREAS, the Board intends to demonstrate good faith in the understanding and intent of the Hollister Urban Area Wastewater Management Plan (HUAWMP) by striving to comply with the findings and guidance outlined in said document; and

WHEREAS, the General Manager has explained to the Board the concerns raised by the LAFCO Executive Officer concerning the Memorandum of Understand signed in 2016 between prior management; and

WHEREAS, the Board believes that sewer service within the geographical boundaries of the District is the responsibility of the Board to direct; and

WHEREAS, the Board has received the General Manager's report outlining five actions required to correct operational confusion between the City of Hollister service boundary and the Sunnyslope service boundary; and

WHEREAS, the Board is in agreement that the proposed solution to the sewer service needs North of Highway 25 within the District is to contract sewer treatment service directly with the City of Hollister and self-perform all sewer service needs within the district service area.

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the Sunnyslope County Water District, does hereby resolve, determine, find, and order the General Manager to:

- 1) Pursue a new Memorandum of Understanding between the City of Hollister and the District defining the Sewer Collection responsibility in conformance with jurisdictional authorities.
- 2) To cooperatively correct inconsistencies in a manner that legally conforms to the intent of good planning, and orderly development between jurisdictions.
- 3) Pursue a mutually beneficial contract to purchase 0.07 Million Gallons per Day (MGD) of sewer treatment capacity through the City of Hollister sewer treatment facility.
- 4) When completed, present contracts and memorandum of understanding to the Board of Directors for approval and execution.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Carmel Area Wastewater District duly held on May 17, 2022 by the following vote:

AYES: Directors –
NAYS: None
ABSENT: None

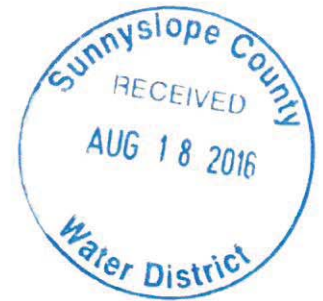
RESOLUTION NO. 576
May 17, 2022

SUNNYSLOPE COUNTY WATER DISTRICT

By: _____
Jerry Buzzetta, President

(SEAL)

ATTEST: _____
Drew A. Lander, Secretary



**AGREEMENT BETWEEN
SUNNYSLOPE COUNTY WATER DISTRICT AND
CITY OF HOLLISTER**

This Agreement is entered into this 15th day of August, 2016, between the City of Hollister (City) and Sunnyslope County Water District (District), referred to collectively herein as "the Parties."

WHEREAS, City and District provide water service within the City limits; and

WHEREAS, District also provides water service outside the City limits, and within District boundaries; and

WHEREAS, City provides sewer service outside the City limits, and within District boundaries; and

WHEREAS, the Hollister Domestic Wastewater Treatment Plant has capacity to provide sewer service outside City limits, within District's water service area, which is one of the primary objectives of the Hollister Urban Area Water and Wastewater Master Plan (HUAWWMP); and

WHEREAS, the Parties desire to meet the objectives of the HUAWWMP, and comply with Government Code 56000, et seq.

THEREFORE, the Parties agree as follows:

1. SERVICES TO BE PROVIDED.

1.01 As District's agent, City shall deliver sewer service outside the City limits, within the District's boundaries and on behalf of District, pursuant to and in consistent with Government Code section 56133(e)(1).

1.02 District shall bill and collect for all sewer service delivered by City on behalf of District in the manner set forth in the Parties' Billing and Collection Agreement, dated April 16, 2007, attached hereto as Exhibit A, and incorporated fully by reference. The Billing and Collection Agreement may be modified by written instrument signed by both parties and any revision shall be incorporated in this Agreement.

2. TERM OF AGREEMENT.

This Agreement shall commence effective upon execution by both Parties and shall remain in effect for an initial term of five (5) years. Unless otherwise specified by the Parties, the Agreement shall automatically renew thereafter, from year to year, until terminated.

3. TERMINATION.

Either Party may, at any time, terminate this Agreement upon written notice provided no less than one year before the proposed termination date.

4. ASSIGNABILITY.

This Agreement may not be assigned by either Party without the prior written consent of the other Party.

5. GOVERNING LAW AND VENUE.

The Parties agree that the laws governing this Agreement shall be the laws of the State of California. Proper venue for legal action regarding this Agreement will be in the County of San Benito.

6. COMPLIANCE WITH LAWS.

Both parties shall comply with all applicable laws, ordinances, codes and regulations, whether local, state or federal.

7. NOTICES.

All notices required to be given under this Agreement, or which either Party may wish to give, shall be in writing and shall be personally served or mailed by regular mail, postage prepaid and return receipt requested, addressed as follows:

To District:

Donald G. Ridenhour, General Manager
Sunnyslope County Water District
3570 Airline Hwy
Hollister, CA 95023-9702
Telephone: (831) 637-4670
Facsimile: (831) 637-1399

To City:

William Avera, City Manager
City of Hollister
375 Fifth Street
Hollister, CA 95023
Telephone: (831) 636-4300
Facsimile: (831) 636-4310

Or to such other place as either Party may designate by written notice.

8. DISPUTES.

The Parties shall continue to perform under this Agreement during any dispute. The Parties agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney 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.

9. ENTIRE AGREEMENT.

This Agreement, together with it referenced attachments, represents the entire understanding by and between the Parties with respect to the matters contained herein. Any prior or contemporaneous oral or written agreements by and between the Parties or their agents and representatives relative to the matters contained herein are revoked and extinguished by this Agreement.

10. CONSTRUCTION OF AGREEMENT.

The Parties agree that each party has fully participated in the review and revision of this Agreement 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 Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

11. INTERPRETATION OF CONFLICTING PROVISIONS.

In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

12. WAIVER.

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

13. SEVERABILITY.

If any of the provisions contained in the Agreement 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 Agreement for any cause. If a part of this Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement 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.


14. AMENDMENT.

Unless specifically provided herein, this Agreement may only be amended by written instrument signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized officer as set forth below:

CITY OF HOLLISTER

Date: 8-15-16

By: 
City Manager

SUNNYSLOPE COUNTY WATER DISTRICT

Date: 7-20-16

By: 
General Manager

EXHIBIT A

DUPLICATE ORIGINAL

BILLING AND COLLECTION AGREEMENT

This agreement is entered into this 16th day of April, 2007, between City of Hollister ("City") and Sunnyslope County Water District ("District").

Whereas, both City and District provide water service within the city limits; and

Whereas, City provides wastewater collection service ("Sewer Service") within District's water service area; and

Whereas, City wishes to authorize District to collect Sewer Service charges, Delinquent Payment charges, and Street Cleaning fees ("City's Charges") on its behalf at the same time that District collects District's water charges; and

Whereas, City and District have authority to enter into this agreement under Government Code section 54346.3 which allows a local agency such as a city to contract with a utility provider for joint billing and collection services; and

Now, therefore, in consideration of the mutual covenants, terms, and conditions contained herein, City and District (the "Parties") agree as follows:

1. **Scope of Agreement**

This agreement applies to the billing and collection of City's Charges. The concept of the agreement is that District will collect City's Charges on behalf of City and in return District will receive payment from City for providing this service.

2. **Duration of Agreement**

This agreement applies to the billing and collection of City's Charges for the period beginning July 1, 2007 and continuing thereafter, unless otherwise terminated under the terms herein.

3. **Duties and Responsibilities**

3.1 The duties and responsibilities of City:

- a. Within 15 days from the execution of this agreement, City shall supply District with all information required to allow District to undertake its responsibilities herein in an accurate and timely manner. This information will include, but not be limited to:
 - i. Sewer Service rates for all classes of users (domestic, industrial, commercial).
 - ii. A list of all City's Sewer Service/Street Cleaning Service users who also receive water from District.
 - iii. A list of all City's Sewer Service/Street Cleaning Service users who qualify for the City's Senior Discount.

- b. City shall each month reimburse District a Service Fee of \$3.00 for each Sewer Service/Street Cleaning Service user for which District will bill and collect charges on City's behalf, as provided in Section 4 herein, and any other costs to which the Parties may agree from time to time in writing.
- c. No later than thirty (30) days after execution of this agreement City shall reimburse District \$1,950.00 which represents District's one-time administrative costs to initiate this billing program, including the modification of District's billing system to combine District's charges and City's Charges. Any other charges incurred during implementation will be identified and agreed upon by both parties as they arise.
- d. City shall consult District over any proposed change in the structure of the Sewer Service/Street Cleaning Service rates so the practicalities of implementation by District can be assessed prior to any final decision being made. City shall provide District with written notice of not less than sixty (60) days before the adoption of any proposed change. City shall provide notice to District immediately upon adoption of any change in Sewer Service/Street Cleaning Service rates.
- e. Within 15 days after execution of this agreement, City shall specify to District all information District will be required to provide to City for accounting, audit, and performance monitoring purposes.
- f. City holds District harmless from any damages, attorney fees, or costs brought against District in any legal action or proceeding arising from the adoption of the Sewer Service and Street Cleaning rates, and the District's use pursuant to this agreement of any information provided by City, except for the negligence or willful misconduct of District, its officials, employees, agents, or contractors in taking action under this agreement.
- g. City shall promptly notify District of any change in its authorized representative under this agreement or any other matter relevant to the agreement that might impair or prevent District from discharging its responsibilities under the agreement.
- h. City shall (i) cooperate with the billing and billing complaint procedure agreed to by the Parties and attached as Exhibit ~~A~~ ^B (ii) review this procedure with District on an annual basis; and (iii) cooperate with District in making any adjustments necessary to improve the complaint procedure.

3.2 The duties and responsibilities of District are:

- a. District shall arrange for the billing and collection of City's Charges on behalf of City.
- b. District shall make payments to City of all City's Charges collected, as provided in Section 5 herein.
- c. District shall timely provide to City all required management information and any reasonable information requests of City relating to the collection of City's Charges.
- d. District shall enroll for payment all new Sewer Service users that connect to City's wastewater system after the execution of this agreement and shall provide monthly reports that identify the name, address, and number of new users enrolled within that month.
- e. District shall allow City auditor's reasonable access to District financial records in order for them to discharge their statutory and contracted audit duties and shall give permission for free exchange of information between the appointed auditors.
- f. District shall (i) handle billing and billing complaints in accordance with the billing and complaint procedure agreed upon by the Parties ~~and attached as Exhibit A~~ ^{and attached as} A (ii) review this procedure on an annual basis; and (iii) cooperate with City in making any adjustments necessary to improve the complaint procedure. h b
- g. District shall follow the same procedures for collection of delinquent City's Charges as District uses for delinquent water charges. District shall take all appropriate collection actions, including but not limited to disconnecting water service, against delinquent City Sewer Service users.
- h. District shall allow City reasonable access to District's customer database and all details therein, and District shall cooperate with any requests from City to use the database for purposes consistent with this agreement.
- i. District shall promptly notify City of any change in its authorized representative under this agreement or any other matter relevant to the agreement that might impair or prevent City in discharging its responsibilities under the agreement.
- j. District shall be entitled to apply a Sewer Service user's partial payment first to District's water charges until the District's water charge is paid in full before applying any balance of the partial payment towards City's Charges.
- k. District shall hold City harmless from any damages, attorney fees, or costs brought against City in any legal action or proceeding arising from District's performance of its responsibilities under this agreement, except for the negligence or willful misconduct of City, its officials, employees, agents, or contractors, and except as otherwise provided in section 3.1.g of this agreement.

4. Service Fees
City shall pay District for its services under this agreement according to the Service Fees and reimbursements provisions in section 3.1.b of this agreement. The Parties agree to review the Service Fees each year on the anniversary date of this agreement.
5. Payment
No later than the 20th of each month, District shall make payment to City of all City's Charges collected the previous month, after deducting the Service Fees provided herein. No later than the 20th day of each month, District shall provide City with a report containing the following categories of information for that month compiled by individual customers and by the aggregate of all customers: (a) the amount billed; (b) the payment received; (c) the amount of the Service Fee applied; (d) any past due or delinquent charges; and (e) any other information affecting the monthly collection. No later than the 20th of each month, District shall also provide to City a detailed listing of the City's outstanding accounts receivable.
6. Delivery of Notices
Notices under this agreement will be deemed to have been received if sent by regular mail, postage prepaid, and addressed to the representative at the following addresses.

City:
Robert Galvan, Administrative Services Director
City of Hollister
375 Fifth Street
Hollister, CA 95023

District:
Bryan M. Yamaoka, General Manager
Sunnyslope County Water District
3570 Airline Highway
Hollister, CA 95023
7. Term and Termination
 - 7.1 Term
This agreement shall be effective upon execution by both parties and shall remain in effect from year to year until terminated as provided herein.
 - 7.2 Termination
This agreement can be terminated at any time by written agreement of both Parties or by either Party upon written notice that is provided no less than one year before the proposed termination date.
8. Amendment
This Agreement may be amended only by a writing signed by the Parties.
9. Interpretation
This Agreement has been negotiated by and between persons knowledgeable in the subject matter of this Agreement, and each party has had the opportunity to have this Agreement and all exhibits to it reviewed by legal counsel. Accordingly, any rule of law (including

Civil Code §1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement and the exhibits to this Agreement shall be interpreted in a reasonable manner to effect the purpose of the Parties and this Agreement.

10. Counterparts
This Agreement may be executed in counterparts, and each fully executed counterpart shall be deemed an original document, constituting one agreement, binding on the Parties.
11. Compliance With Laws
This Agreement and the performance of each term of this Agreement are subject to compliance with applicable laws, ordinances, rules, regulations, and orders.
12. Further Actions
The Parties agree to execute such other documents and take such actions as may be necessary to give effect to the provisions of this Agreement.
13. Approval; Cooperation
Whenever consent or approval or cooperation of a Party is required to give effect to any of the provisions of this Agreement, that Party shall not unreasonably withhold such consent or approval or cooperation.
14. Waiver
The waiver by either Party of any breach or breaches hereof shall not be deemed, nor shall the same constitute, a waiver of any subsequent breach or breaches.
15. Effect
This Agreement shall bind and benefit the Parties and their successors. Except as otherwise provided in this Agreement, this Agreement constitutes the full and complete agreement of the parties regarding its subject matter, and any prior agreements or arrangements are hereby superseded.
16. Captions
Titles or captions of articles, sections, and paragraphs contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision of it.
17. Severability
If any of the provisions of this Agreement are determined to be invalid or unenforceable, those provisions shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.
18. Duty to Meet and Confer
If any dispute arises under this Agreement, the Parties shall meet and confer before commencing mediation or litigation, to try to resolve the matter between themselves. Each Party shall make all reasonable efforts to provide to the other Party all the information that the Party has in its possession that is relevant to the dispute, so that both Parties will have ample information with which to reach a decision.

19. Nonbinding Mediation

If the Parties are not able to resolve the dispute in a reasonable time under the circumstances through meet and confer efforts, either Party may request mediation with a neutral third party mediator. Within 21 days after any such request, the Parties shall agree on the mediator and shall equally share the cost of the mediator. The Parties will cooperate in good faith to complete mediation in a reasonable time under the circumstances. If the dispute is not resolved through mediation in a reasonable time, either Party may bring action in a court of law.

20. Expenses, Attorney Fees, and Costs

Each Party agrees to pay its own legal expenses and costs incurred in connection with this Agreement. If it should become necessary for either Party to enforce any of the terms and conditions of this Agreement by means of court action, the prevailing Party, in addition to any other remedy at law or in equity available to such Party, shall be awarded all reasonable costs and reasonable attorney fees, including fees and costs of experts reasonably consulted by the attorneys for the prevailing Party.

21. Assignment

The Parties shall not assign any rights or obligations under this Agreement without the written consent of both Parties.

SUNNYSLOPE COUNTY WATER DISTRICT

By *Dawn V. Anderson*
Dawn V. Anderson, President

DUPLICATE ORIGINAL

ATTEST:

Bryan M. Yamaoka
Bryan M. Yamaoka, Secretary

CITY OF HOLLISTER, a Municipal Corporation

By *Brad Pike, Sr.*
Brad Pike, Sr., Mayor

ATTEST:

Geri Johnson
Geri Johnson, City Clerk

APPROVED AS TO FORM:

Stephanie Atigh
Stephanie Atigh, City Attorney

Lloyd W. Lowrey, Jr.
Lloyd W. Lowrey, Jr., District Counsel

RESOLUTION NO. 2007- 32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER AUTHORIZING EXECUTION OF AGREEMENT WITH SUNNYSLOPE COUNTY WATER DISTRICT FOR COLLECTION OF WASTEWATER SERVICE CHARGES ON BEHALF OF THE CITY BEGINNING IN JULY, 2007

WHEREAS, in the ongoing administration of the City's utility operations, the City has experienced difficulties in the collection of charges and outstanding balances for the City's Wastewater (Sewer) service customers located within the Sunnyslope County Water District, therefore resulting in a significant amount of unpaid balances which has adversely affected the overall projected revenue for the City's Wastewater Enterprise Fund; and

WHEREAS, due to the ongoing nature of this problem, as well as the amount of outstanding balances that exist for a percentage of these City sewer accounts, Sunnyslope County Water District has agreed to administer the collection of these accounts within their district, to include the collection of charges for sewer service, delinquent sewer payment charges, as well as street sweeping fees on behalf of the City; and

WHEREAS, in transitioning these accounts to Sunnyslope, the District will merge the City's Sunnyslope sewer accounts with the existing water service accounts for the same customers, thereby allowing the District will be able to effectively manage all accounts, to include the ability to regulate service in the event of delinquencies and/or non-payment of charges; and

WHEREAS, this contract shall commence in July, 2007,

NOW, THEREFORE, BE IT RESOLVED BY SAID CITY COUNCIL THAT:

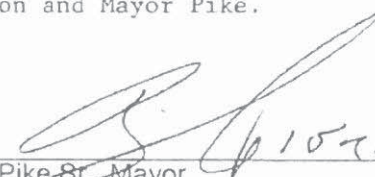
The City Council of the City of Hollister hereby authorizes execution of the agreement with Sunnyslope County Water District for the collection of Wastewater Service Charges, Delinquent Payment Charges, and Street Sweeping Fees on behalf of the City beginning in July, 2007.

PASSED AND ADOPTED at a regular City Council meeting held this 16th day of April, 2007, by the following vote:

AYES: Council Members Valdivia, Emerson, Johnson and Mayor Pike.

NOES: None.

ABSENT: Council Member Sanchez



Brad Pike Sr., Mayor

ATTEST:



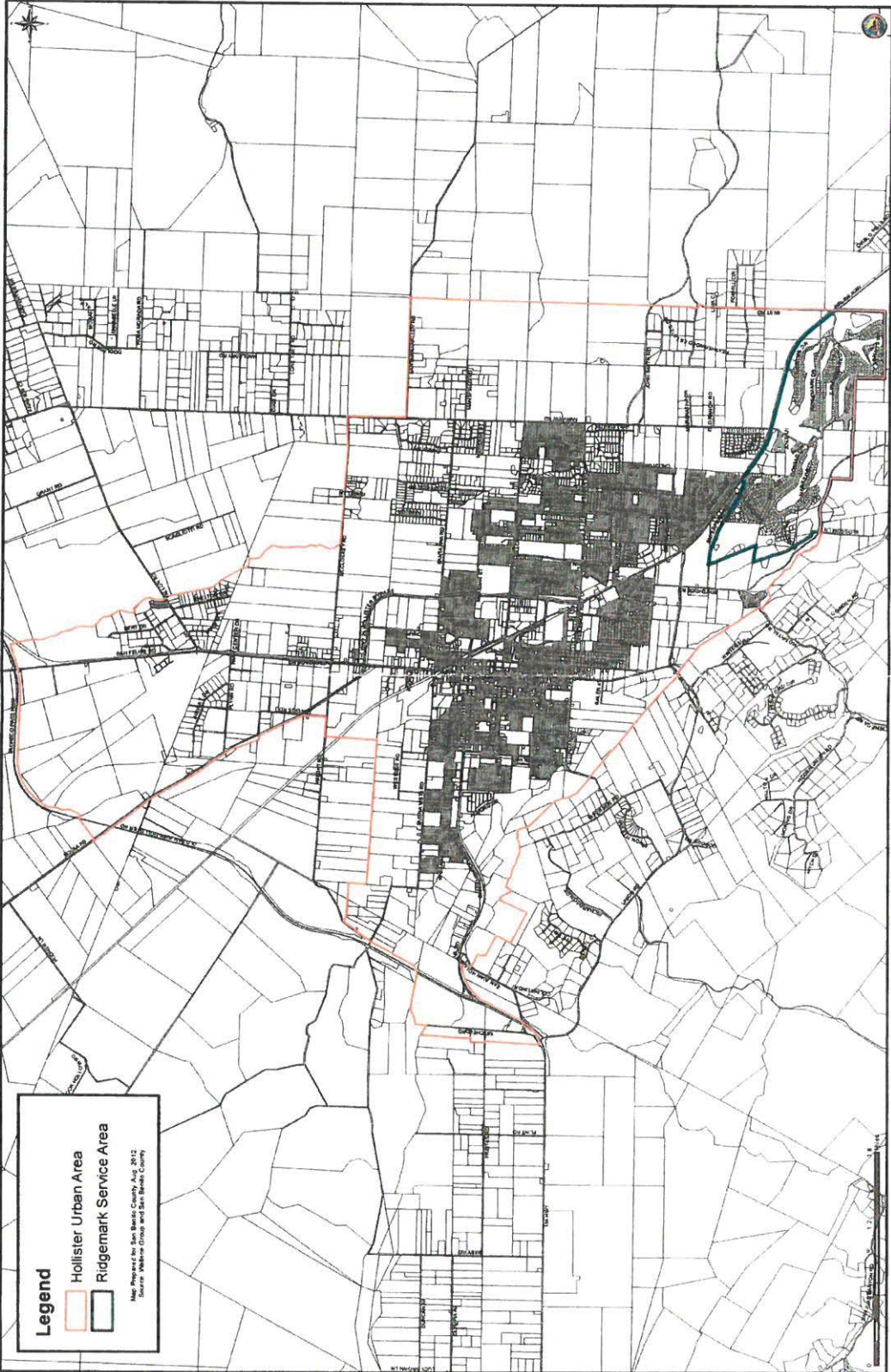
Geri Johnson, City Clerk

APPROVED AS TO FORM:



Stephanie Atigh, City Attorney

**DUPLICATE OF ORIGINAL
ON FILE IN THE
OFFICE OF THE CITY CLERK
CITY OF HOLLISTER**



RESOLUTION NO. 2016-125

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOLLISTER AUTHORIZING
THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH
SUNNYSLOPE COUNTY WATER DISTRICT
FOR THE PROVISION OF OUTSIDE JURISDICTION SEWER SERVICE**

WHEREAS, the City of Hollister and the District provide water service within the City Limits; and

WHEREAS, the City provides sewer service outside the City Limits and within the District Boundaries; and

WHEREAS, the City's domestic wastewater treatment plant has capacity to provide sewer service outside City limits, within Districts water service area, which is one of the primary objectives of the Hollister Urban Area Water and Wastewater Master Plan; and

WHEREAS, the parties desire to meet the objectives of the HUAWMMP, and comply with Government Code 56000, et seq.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Hollister hereby authorizes the City Manager to execute an agreement between the City and the District for the provision of sewer service within the District's boundaries for an initial period of 5 years.

PASSED AND ADOPTED by the City Council of the City of Hollister at a regular meeting held this 15th day of August, 2016, by the following vote:

AYES: Council Members Klauer, Gomez, Friend, and Luna.

NOES: Mayor Velazquez.

ABSTAINED: None.

ABSENT: None.



Ignacio Velazquez, Mayor

ATTEST:



Thomas A. Graves, City Clerk

APPROVED AS TO FORM:

L+G LLP, Attorneys at Law



Bradley Sullivan, City Attorney

DUPLICATE OF ORIGINAL
ON FILE IN THE
OFFICE OF THE CITY CLERK
CITY OF HOLLISTER