



# Sunnyslope County Water District

## BOARD OF DIRECTORS

### REGULAR MEETING

District Office Board Room



3570 Airline Hwy., Hollister, CA

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## NOTICE & AGENDA

NOVEMBER 16, 2021

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 THROUGH NOVEMBER 5<sup>th</sup>, 2021. PUBLIC ACCESS TO DISTRICT MEETINGS CAN BE OBTAINED THROUGH THE FOLLOWING ACCESS POINTS:

ZOOM MEETING ACCESS LINK

<https://zoom.us/j/94351443777?pwd=bjVleGdCQVhQa1dSWldhNmt4SDIUdz09>

Passcode: SSCWD

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

Passcode: 130559

#### COVID PROTECTION GUIDELINES

Per the San Benito County meeting guidelines all 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.”*

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**A. CALL TO ORDER - ROLL CALL**

President Buzzetta\_\_\_\_\_, Vice-President Parker\_\_\_\_\_

Director Brown\_\_\_\_\_, Director Alcorn\_\_\_\_\_, and Ed 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. Public Employee Performance Review (§ 54957) – Title: General Manager**

**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 comment<sup>1</sup> 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 Board<sup>2</sup> on these items, not to exceed 3 minutes, when the Board reviews each pulled item.

1. Approve Minutes of the Regular Board Meeting of October 19, 2021. (page 1)
  2. Receive and Accept Allowance of Claims for Disbursements from October 1, 2021 through October 31, 2021. (page 7)
  3. Receive and Accept Associate Engineer Monthly Status Report. (N/A)
  4. Receive and Accept Finance Manager Monthly Status Reports:
    - a) Narrative Report (page 11)
    - b) Operation Summary (page 17)
    - c) Statement of Income (page 19)
    - d) Investment Summary (page 21)
    - e) Board Designated Reserves. (page 22)
  5. Receive and Accept Superintendent Monthly Status Reports:
    - a) Maintenance (page 23)
    - b) City Meter Reading (page 28)
    - c) Groundwater Level Measurement (page 29)
  6. Receive and Accept General Manager Monthly Status Report (page 30)
  7. Approval of Resolution #563 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) (page 31)
- 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 Board<sup>2</sup> on these items as the Board reviews each item when directed to do so.
1. Authorize the General Manager to Purchase a PipeHunter Jetter Trailer from Municipal Maintenance Equipment Inc. for a Cost Not to Exceed \$75,000 and to surplus and auction the 1999 O'Brian 700 Series Water Jetter. (Not a project as defined by the California Environmental Quality Act per Article 20, Section 15378) (page 36)
  2. Authorize the General Manager to Purchase the Temetra Network Solution from Meter, Valve & Control for a Cost Not to Exceed \$30,000 and Replace the Outdated Meter Reading Software. (Not a project as defined by the California Environmental Quality Act per Article 20, Section 15378) (page 38)

3. Take Appropriate Action to Update Signature Cards for the District's Heritage Bank of Commerce Bank Accounts. (Not a project as defined by the California Environmental Quality Act per Article 20, Section 15378) (page 41)
4. Receive Update on the Fairview Corners Development and the Gavilan College Campus Project and Provide the General Manager with Direction Regarding Sewer Service Request by Dividend Homes Inc. (page 43)
5. Consider Approval and Authorize the President to Sign an Agreement for Water and Sewer Facilities and Service for the Vista del Calabria Development (Certified MND) (page 47)

#### **J. STATUS REPORTS**

1. Governance Committee – (Next meeting January 12<sup>th</sup>, 2022, time TBD)
2. Water / Wastewater Committee – (Meeting held November 2, Updates provided on exiting development progress and updates given regarding approved development agreements)
3. Finance Committee – (No meeting)
4. Policy and Procedure Committee – (No meeting)
5. Personnel Committee – (No meeting)
6. Water Resources Association of San Benito County – (No meeting, Next meeting – December 2<sup>nd</sup>, 2021 @ 4:00 PM)

#### **K. BOARD and STAFF REPORTS**

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

#### **L. FUTURE AGENDA ITEMS**

1. Reserve Policy Update – Special Meeting December 7<sup>th</sup>, 2021
2. Investment Policy Adoption – Special Meeting December 7<sup>th</sup>, 2021
3. General Manager annual review December 21, 2021

#### **M. ADJOURNMENT**

*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 – December 21, 2021 @ 5:15 p.m., District Office**

**AGENDA DEADLINE: December 14, 2021 @ 12:00 p.m.**

## **Future Scheduled Committee Meetings**

Finance Committee – November 18<sup>th</sup>, 2021 @ 1pm

Policy and Procedures – November 22<sup>nd</sup>, 2021 @ 3pm

<sup>1</sup> 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.

<sup>2</sup> 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**  
**October 19, 2021**

**A. CALL TO ORDER:** The meeting was called to order at 4:33 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 James Parker (JP), Director Dee Brown (DB), Director Alcorn (MA)).

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

**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

President Buzzetta retired to closed session at 4:35 p.m. and moved to take a brief recess at 5:16. The meeting was reconvened to open session at 5:20 p.m.

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

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

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

Attorney Michael Laredo reported, Board was given status update, general direction was provided by the Board to Staff and Counsel and no reportable action taken.

**F. APPROVAL OF AGENDA:** Upon a motion made to approve the agenda by Director Alcorn, seconded by Director Brown, for which President Buzzetta then took a roll call vote as follows: (MA), yes; (DB), yes; (JP), yes, and (JB), yes; the motion carried 4-0.

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

**Staff Present for Open Session: In Person:** General Manager/Secretary Drew Lander, Finance and HR Manager Barry Kelly, Associate Engineer Rob Hillebrecht, Executive Assistant/Stenographer Madison Koester, Public Billing Clerk Bethany Clinkenbeard

**Via Teleconference:** Attorney Michael Laredo.

**H. CONSENT AGENDA:**

1. Approval of Minutes of the Regular Board Meeting of September 21, 2021.

2. Approval of Minutes of the Special Board Meeting of October 5, 2021.
3. Allowance of Claims – The Board reviewed the Disbursement Summary (below) for the period of September 1, 2021 through September 30, 2021, totaling \$2,387,709.10 which includes \$219,807.12 for payments to vendors, \$309,742.69 for Payroll, \$784,012.72 paid to the City of Hollister for collection of City sewer billings (net of our fees), \$1,456.63 for customer refunds and checks returned and \$759,974.56 for debt payment.

<u>Date</u>	<u>Number</u>	<u>Name</u>	<u>Amount</u>
9/10/21	9-01	ADP Payroll	-5141.70
9/10/21	9-01	ADP Payroll	-58810.70
9/10/21	9-01	ADP Taxes	-17628.95
9/13/21	9-01a	ADP Payroll	-7539.22
9/13/21	9-01a	ADP Taxes	-2352.06
9/21/21	RET 921-01	RETURNED ACH	-969.50
9/23/21	9-02	ADP Payroll	-2915.46
9/23/21	9-02	ADP Payroll	-66775.54
9/23/21	9-02	ADP Taxes	-17919.98
9/22/21	RET 921-02	ADP Payroll	-929.60
9/1/21	ACH9.1.21	BASIC Benefits LLC	-663.16
9/1/21	ACH9.1.21A	Merchant Services	-20.00
9/13/21	ACH9.13.21	P G & E	-58422.74
9/14/21	ACH9.14.21A	CalPERS – Retirement	-8204.16
9/14/21	ACH9.14.21B	CalPERS - Retirement	-6861.33
9/14/21	ACH9.14.21C	CalPERS – Retirement	-208.25
9/14/21	ACH9.14.21D	CalPERS - Retirement	-2002.83
9/14/21	ACH9.14.21E	CalPERS - Retirement	-400.00
9/15/21	ACH9.15.21	BASIC Benefits LLC	-86.00
9/15/21	ACH9.15.21A	CalPERS - Retirement	-8402.59
9/15/21	ACH9.15.21B	CalPERS – Retirement	-7852.01
9/15/21	ACH9.15.21C	CalPERS - Retirement	-23.08
9/17/21	ACH9.17.21	ADP	-2072.40
9/2/21	ACH9.2.21	BASIC Benefits LLC	-105.00
9/20/21	ACH9.20.21	BASIC Benefits LLC	-346.00
9/21/21	ACH9.21.21	BASIC Benefits LLC	-75.00
9/23/21	ACH9.23.21	Colonial Life	-1648.68
9/27/21	ACH9.27.21	BASIC Benefits LLC	-46.00
9/28/21	ACH9.28.21	BASIC Benefits LLC	-67.73
9/3/21	ACH9.3.21	Merchant Services	-35.00
9/30/21	ACH9.30.21	Colonial Life	-1,689.50
9/7/21	ACH9.7.21	Principal	-3,351.85
9/8/21	ACH9.8.21	iCloud	-10,420.90
9/9/21	ACH9.9.21	BASIC Benefits LLC	-200.00
9/1/21	29477	Ace Hardware (Johnson Lumber Co.)	-318.72
9/1/21	29478	ACWA/JPIA	-8,987.81
9/1/21	29479	AT&T	0.00
9/1/21	29480	Brenntag Pacific, Inc.	-21,352.46
9/1/21	29481	Brigantino Irrigation	-136.64
9/1/21	29482	City of Hollister-Finance Dept	-392,149.31
9/1/21	29483	Griswold Industries	-2,900.06
9/1/21	29484	Hach Company	-796.15
9/1/21	29485	Hollister Auto Parts, Inc.	-186.17
9/1/21	29486	Judy's Gifts & Awards	-83.35
9/1/21	29487	Maggiora Bros. Drilling, Inc.	-250.00
9/1/21	29488	Mark Nicholson, Inc.	-10640.00
9/1/21	29489	Mission Uniform Service	-298.58
9/1/21	29490	Nationwide Retirements Solutions	-7,747.81
9/1/21	29491	Petty Cash	-57.00

9/1/21	29492	Postmaster	-2,530.02
9/1/21	29493	Primex	-952.00
9/1/21	29494	Quinn Company	-657.05
9/1/21	29495	Razzolink.com	-76.95
9/1/21	29496	True Value Hardware	-26.74
9/1/21	29497	Tyler Technologies, Inc.	-780.00
9/1/21	29498	USA Blue Book	-174.73
9/1/21	29499	UWUA Local 820	-1,107.84
9/1/21	29500	Postmaster	-41.20
9/7/21	29501	JOANNE M ALLA	-25.47
9/7/21	29502	GEORGE & MARIA CARREIRA	-118.48
9/7/21	29503	MATTHEW & KIMBERLY CONTE	-64.92
9/7/21	29504	LOURDES DEAN	-59.44
9/7/21	29505	NICHOLAS & MARILYN PIELLUSCH	-182.44
9/7/21	29506	MARIE POPDAN	-34.56
9/7/21	29507	SUSAN SUMARES	-87.15
9/7/21	29508	ELIZABETH UNDERWOOD	-52.76
9/9/21	29509	A-1 Services	-403.00
9/9/21	29510	Ace Hardware (Johnson Lumber Co.)	-117.02
9/9/21	29511	AT&T	0.00
9/9/21	29512	Backflow Apparatus & Valve Co. (BAVCO)	-113.91
9/9/21	29513	Brenntag Pacific, Inc.	-9,479.31
9/9/21	29514	Community Printers, Inc.	-1,631.90
9/9/21	29515	Hollister Landscape Supply	-146.14
9/9/21	29516	Mark Nicholson, Inc.	-10,758.00
9/9/21	29517	Mc Master-Carr	-296.14
9/9/21	29518	Recology San Benito County	-326.63
9/9/21	29519	San Benito County Water District	-312,715.38
9/9/21	29520	Star Concrete	-18.57
9/9/21	29521	Toro Petroleum Corp.	-3,123.78
9/9/21	29522	Trans Union LLC	-244.59
9/9/21	29523	Tyler Technologies, Inc.	-455.00
9/9/21	29524	U.S. Bank Corporate Payment Systems	-2,854.17
9/9/21	29525	USA Blue Book	-589.13
9/15/21	29526	Ace Hardware (Johnson Lumber Co.)	-32.91
9/15/21	29527	Anne Muraski	-12,980.00
9/15/21	29528	Auto Tech Service Center, Inc.	-100.00
9/15/21	29529	Bartel Associates, LLC	-1,400.00
9/15/21	29530	Brenntag Pacific, Inc.	-1,371.47
9/15/21	29531	Brigantino Irrigation	-342.06
9/15/21	29532	Central Ag Supply LLC	-248.87
9/15/21	29533	CWSRF Accounting Office	-759,974.56
9/15/21	29534	EBCO Pest Control	-69.00
9/15/21	29535	Employee Relations, Inc.	-52.67
9/15/21	29536	Hach Company	-695.46
9/15/21	29537	Hollister Auto Parts, Inc.	-50.67
9/15/21	29538	Hollister Landscape Supply	-7.70
9/15/21	29539	Inductive Automantion	-4,500.00
9/15/21	29540	Maggiora Bros. Drilling, Inc.	-4,195.45
9/15/21	29541	Mission Uniform Service	-740.93
9/15/21	29542	New SV Media, Inc. (was So. Valley News.)	-382.50
9/15/21	29543	O'Reilly Auto Parts	-83.81
9/15/21	29544	Palace Business Solutions	-27.74
9/15/21	29545	Pinnacle HealthCare	-155.00
9/15/21	29546	Quinn Company	-87.99
9/15/21	29547	Rain For Rent Inc	-426.70
9/15/21	29548	San Benito Tire Pros & Automotive	-768.29
9/15/21	29549	Schaaf & Wheeler	-8,882.50
9/15/21	29550	Simplot Grower Solutions	-820.80



9/15/21	29551	Traffic and Parking Control Co., Inc	-1,149.00
9/15/21	29552	Tyler Technologies, Inc.	-4,680.00
9/15/21	29553	Wright Bros. Indust. Supply	-109.51
9/15/21	29554	Nationwide Retirements Solutions	-7,842.96
9/20/21	29555	RAFAEL OROZCO & MARIA ALVARENGA	-218.91
9/20/21	29556	JOSHUA & JACOB AN	-57.53
9/20/21	29557	SUSANA RAMIREZ & RICARDO BATRES	-12.47
9/20/21	29558	GEORGE & MARIA CARREIRA	-238.22
9/20/21	29559	KRAIG KLAUER	-87.27
9/20/21	29560	AMY & STANLEY MIZOTA	-76.30
9/20/21	29561	GILBERT MORALES	0.00
9/20/21	29562	MARIE POPDAN	-38.88
9/20/21	29563	ELIZABETH PULCHEON	-101.83
9/22/21	29564	Ace Hardware (Johnson Lumber Co.)	-201.55
9/22/21	29565	Brenntag Pacific, Inc.	-20,187.63
9/22/21	29566	Calcon System, Inc.	-6,234.70
9/22/21	29567	CM Analytical, Inc.	-20,173.75
9/22/21	29568	De Lay & Laredo	-2,591.50
9/22/21	29569	First Trust Alarm Company	-698.00
9/22/21	29570	Hollister Auto Parts, Inc.	-20.81
9/22/21	29571	Independent Business Forms, Inc.	-2,057.16
9/22/21	29572	Interstate All Battery Center	-514.63
9/22/21	29573	Mission Uniform Service	-322.20
9/22/21	29574	MuniQuip, LLC	-327.09
9/22/21	29575	Palace Business Solutions	-9.41
9/22/21	29576	Star Concrete	-403.13
9/22/21	29577	Toro Petroleum Corp.	-2,754.78
9/22/21	29578	USA Blue Book	-502.40
9/23/21	29579	Brenntag Pacific, Inc.	-15,945.37
9/23/21	29580	Fastenal Company	-54.73
9/23/21	29581	Grainger, Inc.	-677.14
9/23/21	29582	Konica Minolta Premier Finance	-416.76
9/30/21	29583	ACC Business	-1,324.60
9/30/21	29584	Ace Hardware (Johnson Lumber Co.)	-52.74
9/30/21	29585	AT&T	-464.43
9/30/21	29586	Brenntag Pacific, Inc.	-3,447.07
9/30/21	29587	C & N Tractors	-1,185.24
9/30/21	29588	City of Hollister-Finance Dept	-391,863.41
9/30/21	29589	CWEA Membership- TCP	-192.00
9/30/21	29590	E.H. Wachs Co.	-108.25
9/30/21	29591	Greenwood Chevrolet	-392.55
9/30/21	29592	Mc Master-Carr	-583.48
9/30/21	29593	Mission Uniform Service	-636.74
9/30/21	29594	Palace Business Solutions	-328.45
9/30/21	29595	Petty Cash	-302.82
9/30/21	29596	Postmaster	-2,231.76
9/30/21	29597	Quinn Company	-143.94
9/30/21	29598	Ryan Herco Flow Solutions	-1,073.85
9/30/21	29599	San Benito Tire Pros & Automotive	-1,069.45
9/30/21	29600	Tyler Technologies, Inc.	-3932.50
9/30/21	29601	USA Blue Book	-368.18
9/30/21	29602	Verizon Wireless	-569.54
			<b>-2,387,709.10</b>

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

President Buzzetta asked for public comment and receiving none, President Buzzetta requested a motion to approve the consent agenda. Upon a motion made by Director Parker to approve the Consent Agenda, seconded by Director Alcorn, for which President Buzzetta then took a roll call vote as follows: (MA), yes; (DB), yes; (JP), yes; and (JB) yes; the motion carried 4-0.

#### I. NEW BUSINESS:

1. **Interview Board Member Applicants, Consider Appointment, and Conduct a Swearing-In Ceremony of a New Board Member to Fill a Vacancy on the Board of Directors.** General Manager Lander provided a summary of the steps taken to advertise the position throughout the district. President Buzzetta directed the interview allowing all Board members to ask organized questions of the sole applicant in attendance; Edward Mauro, who submitted a complete application. After the interview was conducted the applicant was excused while the Board deliberated. After deliberation concluded, Director Buzzetta asked for any public comment. Upon receiving no public comment, Director Parker made a motion to appoint Edward Mauro to complete the remaining term of office vacated by Judi Johnson. This motion was seconded by Director Brown for which President Buzzetta then took a roll call vote as follows: (MA), yes; (DB), yes; (JP) yes; and (JB) yes ; the motion carried 4-0.

The applicant was asked to return to the Board room and Edward Mauro was appointed on October 20<sup>th</sup>, 2021 by President Buzzetta to the Board of Directors for a term expiring November 30<sup>th</sup>, 2022. General Manager, Drew Lander administered the oath of office and Edward Mauro was seated as a Director of the Board.

2. **Take Appropriate Action to Update Signature Cards for the District's Heritage Bank of Commerce Bank Accounts.**

General Manager Drew Lander requested this item be tabled until the November meeting, no report was given. President Buzzetta asked for public comment and upon receiving none agreed to table this item until the November Board meeting.

3. **Receive Oral Report and Explanation of the Intertie Water Summary Report Prepared by the Water/Wastewater Superintendent.**

President Buzzetta requested that the Intertie Water Summary Report be explained in depth as to create a better understanding for the directors. Associate Engineer Robert Hillebrecht presented the report and went through line by line what each item consisted of. During this report the directors asks clarifying questions. After the thorough explanation the directors felt they had a better understanding of the report and President Buzzetta thanked Mr. Hillebrecht for the presentation and continued with the meeting.

3. **BOARD COMMITTEE and STATUS REPORTS**

1. **Governance Committee:** Meeting held October 6<sup>th</sup>. Director Parker gave a brief report of the meeting, it was focused on the San Juan Bautista inclusion and May 2022 update to Master Plan was discussed.
2. **Water/Wastewater Committee:** No meeting held.
3. **Finance Committee:** No meeting held.
4. **Policy and Procedure Committee:** No meeting held.
5. **Personnel Committee:** Meeting held September 17<sup>th</sup> to discuss health care costs. General Manager Drew Lander was asked to comment on the CalPERS changes for 2022 by President Buzzetta.
6. **Water Resources Association of San Benito County (WRA):** Meeting held October 7<sup>th</sup>. Director Parker gave an update of the topics that were discussed at this meeting; advertisements for water conservation are being displayed throughout the city and without a good winter it seems as though our water allocations will be close to zero again this coming year.

4. **BOARD and STAFF REPORTS**

- a. **Directors:** Director Brown commented on the ACWA conference coming up and advised that she will not be attending in person, she has opted to virtually attend.
  - b. **District Counsel:** Michael Laredo had no oral report to be presented.
  - c. **General Manager:** General Manager/Secretary Lander gave an update on the COVID-19 activities, reporting that the office remains closed as the variants still circulate in the community. Lander informed the board that the glass barrier is taking longer than anticipated, but he plans to open the office end of this month if the office is able to get the barrier installed. Late fees are being charged and there are less defaults, leans are being utilized as well. Director Alcorn inquired about the district hosting a holiday event for the staff due to Covid wearing down and things starting to become more manageable.
5. **FUTURE AGENDA ITEMS:** Reserve policy is being worked on and will come to the Board when complete. Request for operational updates on the plants from General Manager Lander and Water/Wastewater Superintendent Rodriguez, look into possible Covid grants that may be available to the district, update on standard operation procedures, signature cards, and board member pictures to be updated.
6. **ADJOURNMENT:** President Buzzetta adjourned the meeting at 6:54 p.m.

**APPROVED BY THE BOARD:**

\_\_\_\_\_  
Jerry T. Buzzetta, President

**RESPECTFULLY SUBMITTED:**

\_\_\_\_\_  
Drew A. Lander, Secretary

# Sunnyslope County Water District

## Disbursement Summary

October 1, 2021 through October 31, 2021

Date	Num	Name	Amount
10/08/2021	10-01	ADP Payroll	-507.92
10/08/2021	10-01	ADP Payroll	-69,713.13
10/08/2021	10-01	ADP Taxes	-19,178.14
10/02/2021	RET 1021-01	RETURNED ACH	-1,089.31
10/22/2021	10-02	ADP Payroll	-67,821.53
10/22/2021	10-02	ADP Taxes	-18,665.65
10/06/2021	RET 1021-02	RETURNED ACH	-155.25
10/07/2021	RET 1021-03	RETURNED ACH	-150.00
10/16/2021	RET 1021-04	RETURNED ACH	-150.00
10/15/2021	RET 1021-05	RETURNED ACH	-165.31
10/19/2021	RET 1021-06	RETURNED ACH	-194.02
10/20/2021	RET 1021-07	RETURNED ACH	-1,314.41
10/21/2021	RET 1021-08	RETURNED ACH	-2,154.15
10/22/2021	RET 1021-09	RETURNED CHECK	-179.92
10/04/2021	ACH 2077	BASIC Benefits LLC	-66.00
10/05/2021	ACH 2078	BASIC Benefits LLC	-35.00
10/14/2021	ACH 2079	BASIC Benefits LLC	-204.43
10/21/2021	ACH 2080	BASIC Benefits LLC	-105.00
10/25/2021	ACH 2081	BASIC Benefits LLC	-10.00
10/27/2021	ACH 2082	BASIC Benefits LLC	-60.66
10/27/2021	ACH 2083	CalPERS - Health Insurance	-23,093.49
10/22/2021	ACH 2084	CalPERS - Retirement	-23.08
10/12/2021	ACH 2085	CalPERS - Retirement	-8,263.05
10/12/2021	ACH 2086	CalPERS - Retirement	-7,474.89
10/12/2021	ACH 2087	CalPERS - Retirement	-23.08
10/22/2021	ACH 2088	CalPERS - Retirement	-7,583.23
10/22/2021	ACH 2089	CalPERS - Retirement	-8,485.87
10/19/2021	ACH 2090	P G & E	-58,111.88
10/06/2021	ACH 2091	CalPERS - Retirement	-2,002.83
10/06/2021	ACH 2092	CalPERS - Retirement	-208.25
10/01/2021	ACH 2093	CalPERS - Retirement	-8,267.60
10/01/2021	ACH 2094	CalPERS - Retirement	-7,520.54
10/01/2021	ACH 2095	CalPERS - Retirement	-23.08
10/15/2021	ACH 2096	ADP	-2,072.40
10/07/2021	ACH 2097	iCloud	-10,195.30
10/01/2021	ACH 2098	CalPERS - Health Insurance	-30,426.83
10/05/2021	ACH 2099	Principal	-3,526.87
10/07/2021	ACH 2100	City National Bank	-2,540,827.74
10/12/2021	ACH 2101	CalPERS- CEPPT	-500,000.00
10/20/2021	ACH 2102	CalPERS- CEPPT	-500,000.00
10/05/2021	29603	Ace Hardware (Johnson Lumber Co.)	-25.76
10/05/2021	29604	AT&T	-1,099.70
10/05/2021	29605	CM Analytical, Inc.	-13,372.50

# Sunnyslope County Water District

## Disbursement Summary

10/05/2021	29606	E.H. Wachs Co.	-123.09
10/05/2021	29607	Edges Electrical Group, LLC	-219.70
10/05/2021	29608	exceedio	-3,108.37
10/05/2021	29609	Hollister Auto Parts, Inc.	-23.77
10/05/2021	29610	Independent Business Forms, Inc.	-945.22
10/05/2021	29611	Mission Uniform Service	-323.70
10/05/2021	29612	Nationwide Retirements Solutions	-8,585.55
10/05/2021	29613	O'Reilly Auto Parts	-107.06
10/05/2021	29614	Palace Business Solutions	-644.81
10/05/2021	29615	RJR Recycling	-1,000.00
10/05/2021	29616	San Benito County Water District	-311,089.02
10/05/2021	29617	Sharp Engineering and Construction, Inc.	-7,325.00
10/05/2021	29618	Simplot Grower Solutions	-4,089.46
10/05/2021	29619	Staples Advantage	-187.84
10/05/2021	29620	Star Concrete	-1,241.08
10/05/2021	29621	Toro Petroleum Corp.	-2,392.18
10/05/2021	29622	U.S. Bank Corporate Payment Systems	-4,729.69
10/05/2021	29623	USA Blue Book	-190.18
10/05/2021	29624	UWUA Local 820	-738.56
10/05/2021	29625	UWUA Local 820	-830.88
10/12/2021	29626	Ace Hardware (Johnson Lumber Co.)	-35.36
10/12/2021	29627	ACWA/JPIA	-770.00
10/12/2021	29628	AT&T	-1,456.54
10/12/2021	29629	Brenntag Pacific, Inc.	-22,544.47
10/12/2021	29630	City of Hollister-Finance Dept	0.00
10/12/2021	29631	Don Chapin Co. Inc., The	-140.00
10/12/2021	29632	EBCO Pest Control	-69.00
10/12/2021	29633	Hach Company	-987.90
10/12/2021	29634	Iconix Waterworks (US) Inc.	-162.89
10/12/2021	29635	Mc Master-Carr	-70.64
10/12/2021	29636	Mission Uniform Service	-381.26
10/12/2021	29637	Nationwide Retirements Solutions	-8,635.55
10/12/2021	29638	New SV Media, Inc. (was So. Valley News.)	-257.20
10/12/2021	29639	Nobel Systems	-1,900.00
10/12/2021	29640	O'Reilly Auto Parts	-9.82
10/12/2021	29641	Postal Graphics	-13.46
10/12/2021	29642	Recology San Benito County	-313.19
10/12/2021	29643	San Benito County Water District-Pumping	-36,106.08
10/12/2021	29644	Schaaf & Wheeler	-10,570.00
10/12/2021	29645	Simplot Grower Solutions	-851.04
10/12/2021	29646	Star Concrete	-396.58
10/12/2021	29647	Traffic and Parking Control Co., Inc	0.00
10/12/2021	29648	Trans Union LLC	-208.40
10/12/2021	29649	USA Blue Book	-2,922.96
10/19/2021	29650	A-1 Services	-403.00
10/19/2021	29651	Ace Hardware (Johnson Lumber Co.)	-267.85

# Sunnyslope County Water District

## Disbursement Summary

10/19/2021	29652	Analytical Technology, Inc.	-255.50
10/19/2021	29653	Auto Tech Service Center, Inc.	-120.00
10/19/2021	29654	Brenntag Pacific, Inc.	-27,022.17
10/19/2021	29655	Central Ag Supply LLC	-603.71
10/19/2021	29656	City of Hollister-Finance Dept	-391,231.92
10/19/2021	29657	De Lay & Laredo	-3,651.50
10/19/2021	29658	Green Line	-2,295.00
10/19/2021	29659	Greenwood Chevrolet	-915.95
10/19/2021	29660	Mission Uniform Service	-325.56
10/19/2021	29661	TechnoFlo Systems	-43.02
10/19/2021	29662	Toro Petroleum Corp.	-2,239.57
10/19/2021	29663	USA Blue Book	-678.96
10/25/2021	29664	TIMOTHY & KATHRYN DUDGEON	-83.53
10/25/2021	29665	MARK FOSHEE	-25.05
10/25/2021	29666	RENE & SANDRA GARCIA	-16.29
10/25/2021	29667	DIANA & KEVIN HERBST	-248.53
10/25/2021	29668	MANZO CONSTRUCTION INC,	-546.34
10/25/2021	29669	JOHN & MARI MORIN	-151.72
10/25/2021	29670	RAMIRO JIMENEZ & VIRIDIANA PAVON	-42.05
10/25/2021	29671	SMITH DENISON CONSTRUCTION CO.	-580.10
10/25/2021	29672	RICHARD W SPALDING	-51.53
10/25/2021	29673	G DEHARO & G TREVINO	-29.07
10/25/2021	29674	SHEILA L ZART	-258.77
10/21/2021	29676	Alvarez, Abel	-250.00
10/25/2021	29677	Bartel Associates, LLC	-2,600.00
10/25/2021	29678	Brenntag Pacific, Inc.	-21,009.84
10/25/2021	29679	C & N Tractors	-1,958.47
10/25/2021	29680	Calcon System, Inc.	-852.50
10/25/2021	29681	Central Ag Supply LLC	-79.82
10/25/2021	29682	Don Chapin Co. Inc., The	-70.00
10/25/2021	29683	exceedio	-3,157.05
10/25/2021	29684	Hach Company	-227.40
10/25/2021	29685	Konica Minolta Premier Finance	-416.76
10/25/2021	29686	Nationwide Retirements Solutions	-8,635.55
10/25/2021	29687	O'Reilly Auto Parts	-56.83
10/25/2021	29688	Palace Business Solutions	-190.48
10/25/2021	29689	State Water Resources Control Board-DWOCP	-60.00
10/25/2021	29690	TechnoFlo Systems	-43.02
10/25/2021	29691	Tyler Technologies, Inc.	-5,971.50
10/25/2021	29692	USA Blue Book	-29.12
10/25/2021	29693	UWUA Local 820	-830.88
10/25/2021	29694	Hernandez, Bazilio	-21.79
10/27/2021	29695	Perez Bribiesca, Diego	-91.00
10/27/2021	29696	ACC Business	-1,324.60
10/27/2021	29697	Ace Hardware (Johnson Lumber Co.)	-22.91
10/27/2021	29698	AT&T	-476.00

# Sunnyslope County Water District

## Disbursement Summary

10/27/2021	29699	Badger Meter, Inc.	-3,991.68
10/27/2021	29700	Brenntag Pacific, Inc.	-2,305.10
10/27/2021	29701	Brigantino Irrigation	-54.63
10/27/2021	29702	Calif. Special Districts Association	-5,080.42
10/27/2021	29703	Central Ag Supply LLC	-108.23
10/27/2021	29704	Judy's Gifts & Awards	-11.37
10/27/2021	29705	Mission Uniform Service	-361.12
10/27/2021	29706	O'Reilly Auto Parts	-48.35
10/27/2021	29707	Petty Cash	-64.99
10/27/2021	29708	Postmaster	-2,203.91
10/27/2021	29709	Sharp Engineering and Construction, Inc.	-46,770.27
10/27/2021	29710	Verizon Wireless	-539.22
10/28/2021	29711	Postmaster	-89.20
			<b>-4,893,336.00</b>

**SUMMARY:**

Accounts Payable Paid to:

Vendors	\$	303,912.24
Payroll - Employee		302,583.65
San Benito County		347,195.10
City of Hollister for City Billing Collected, Net of Fees		391,231.92
Customer Refunds & Returned Checks/ACH		7,585.35
Debt & Finance		3,540,827.74
<b>Total Disbursements</b>	<b>\$</b>	<b>4,893,336.00</b>

# Staff Report

Agenda Item: **H – 4a**

**DATE:** November 10, 2021 (November 16, 2021 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

(Oct 2021)

Added capacity is on pace to add over 300 new customers. The District expects to collect more than 4 million in connection fees by year end.

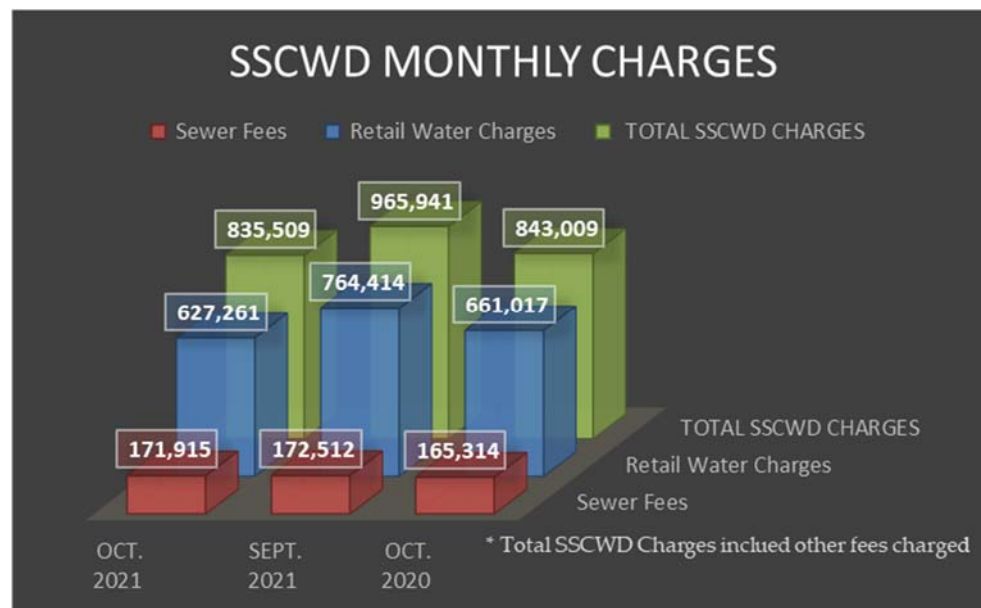
Comparison of Capacity Fees Received for the Current Month & Year to Date							
Item	OCT. 2021	SEPT. 2021	OCT. 2020	Increase / (Decrease) from Prior Year (PY)	YTD TOTALS Current Fiscal Year	YTD TOTALS Prior Fiscal Year	Increase / (Decrease) from Prior Year (PY)
NO. WATER CAPACITY FEE RECD	31	14	7	24	73	38	35
NO. WW CAPACITY FEE RECD	-	-	-	-	-	-	-

Online services and electronic payments are now used by a significant majority of the District's customers. Paperless E-Bill continues to increase at a rapid pace.

Summary of Changes in Customer Accounts						
Account Types	OCT. 2021	SEPT. 2021	OCT. 2020		Δ from PM ++	Δ from PY *
NO. WATER ACCOUNTS	6,867	6,843	6,501		24	366
NO. SSCWD SEWER ACCTS	1,240	1,234	1,237		6	3
E PAY CUSTOMERS	-	-			-	-
WATERSMART/INVOICE CLOUD	5,264	5,056				
NO. E-BILL CUST'S (Paperless)	1,285	1,231			54	1,285
Percent of Customers Gone Green	18.7%	18.0%	0.0%			



The YOY revenue decline has continued due to drought savings measures, a decline in construction water sales, and a milder summer. Total metered water is down from 465 to 454 MM gallons in FY22.



SSCWD Charges Comparison											
MONTHLY CHARGES	OCT. 2021	SEPT. 2021	OCT. 2020	YTD 2021	YTD 2020	Δ from PM	Δ from PY	% increase PM	% increase PY	% increase YOY	
Retail Water Ch	627,261	764,414	661,017	2,866,932	3,011,345	(137,153)	(33,755)	-17.9%	-5.4%	-4.8%	
Sewer Fees	171,915	172,512	165,314	688,362	165,314	(597)	6,600	-0.3%	3.8%	316.4%	
Installation Fees	12,555	5,670	2,835	30,040	2,835	6,885	9,720	121.4%	77.4%	959.6%	
Late Fees	9,894	9,854	-	37,719	-	40	9,894	0.4%	100.0%		
Admin. Collectio	-	-	60	-	60	-	(60)			-100.0%	
COHBilling Fees	13,374	13,311	12,513	53,073	12,513	63	861	0.5%	6.4%	324.1%	
Other Misc. Fee	510	180	1,270	2,346	1,270	330	(760)	183.3%	-149.0%	84.7%	
TOTAL SSCWD	835,509	965,941	843,009	3,678,473	3,755,664	(130,432)	(7,500)	-13.5%	-0.9%	-2.1%	

The percentage of past due accounts receivable through October 2021 has increased to 13.2%

## STATEMENT OF INCOME

(Sep 30, 2021)

For Sep 2021 YTD, we show an overall Net Operating gain of \$400,450 vs a budgeted loss of \$409,464. The favorable YTD results are largely attributed to higher than average metered water

during the summer months. Capacity Fees total \$530,475 YTD.

## INVESTMENT SUMMARY

(Sep 30, 2021)

Total cash and invested funds is \$18,062,084, the monthly decrease of \$900,1007 MoM is attributed to a bi-annual debt payment on the SRF loan of \$760k approx. In conjunction with planned changes to the District's investment policy we anticipate paying off over \$2,500,000 in long term debt, contributing \$1,000,000 to the Calpers retirement CEPPT trust and buying FDIC insured short term CD's. We anticipate increasing the yield on invested funds from less than .4% to over 1.5%

## BOARD DESIGNATED RESERVES

(Sep 30, 2021)

There are no material reserve balances changes to report on.

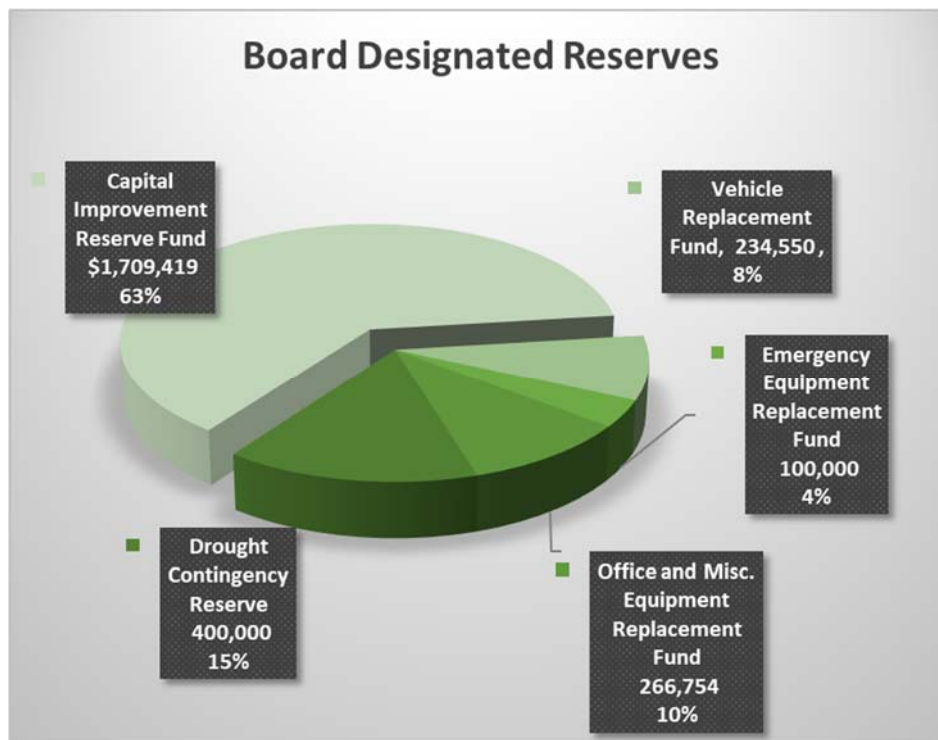
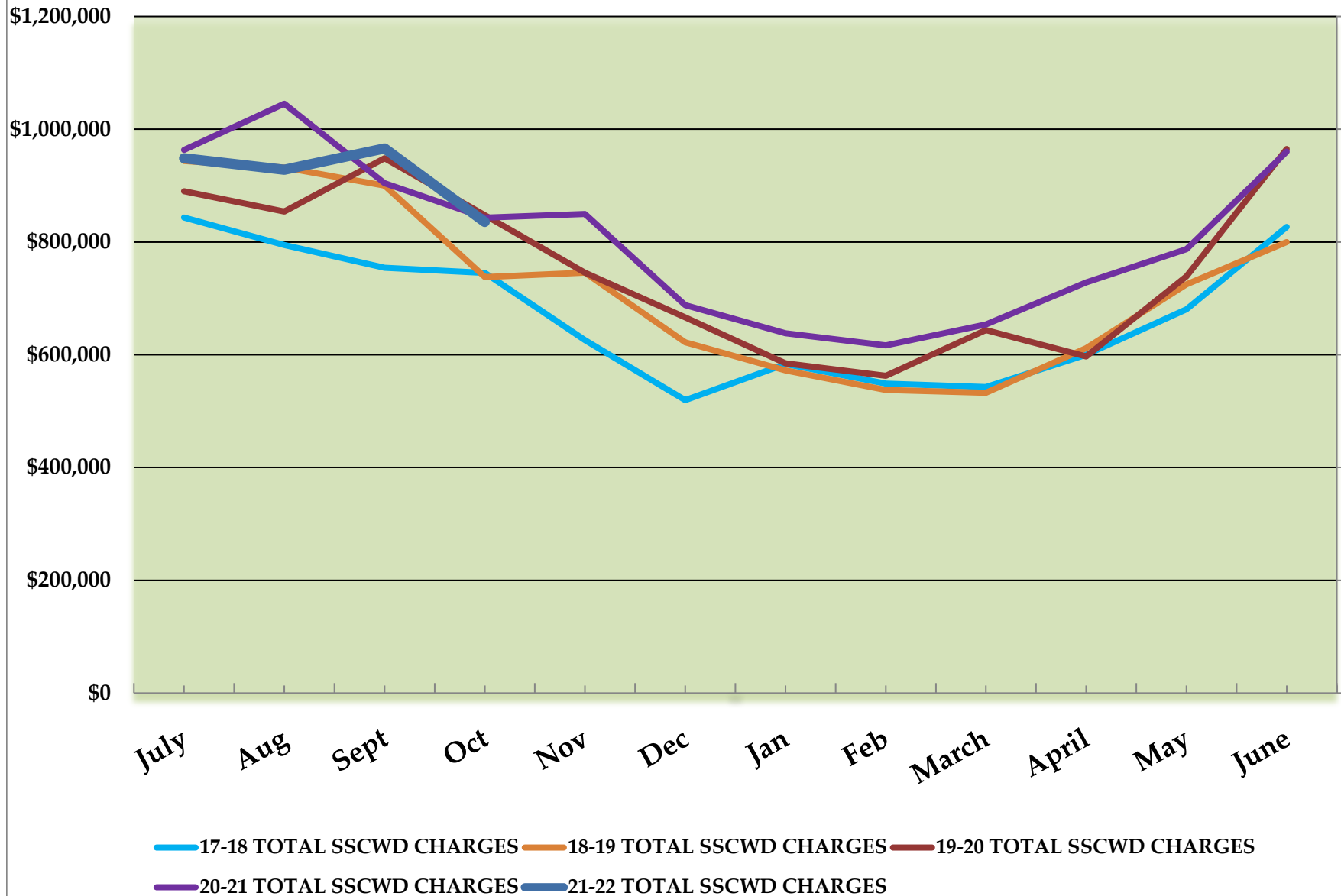
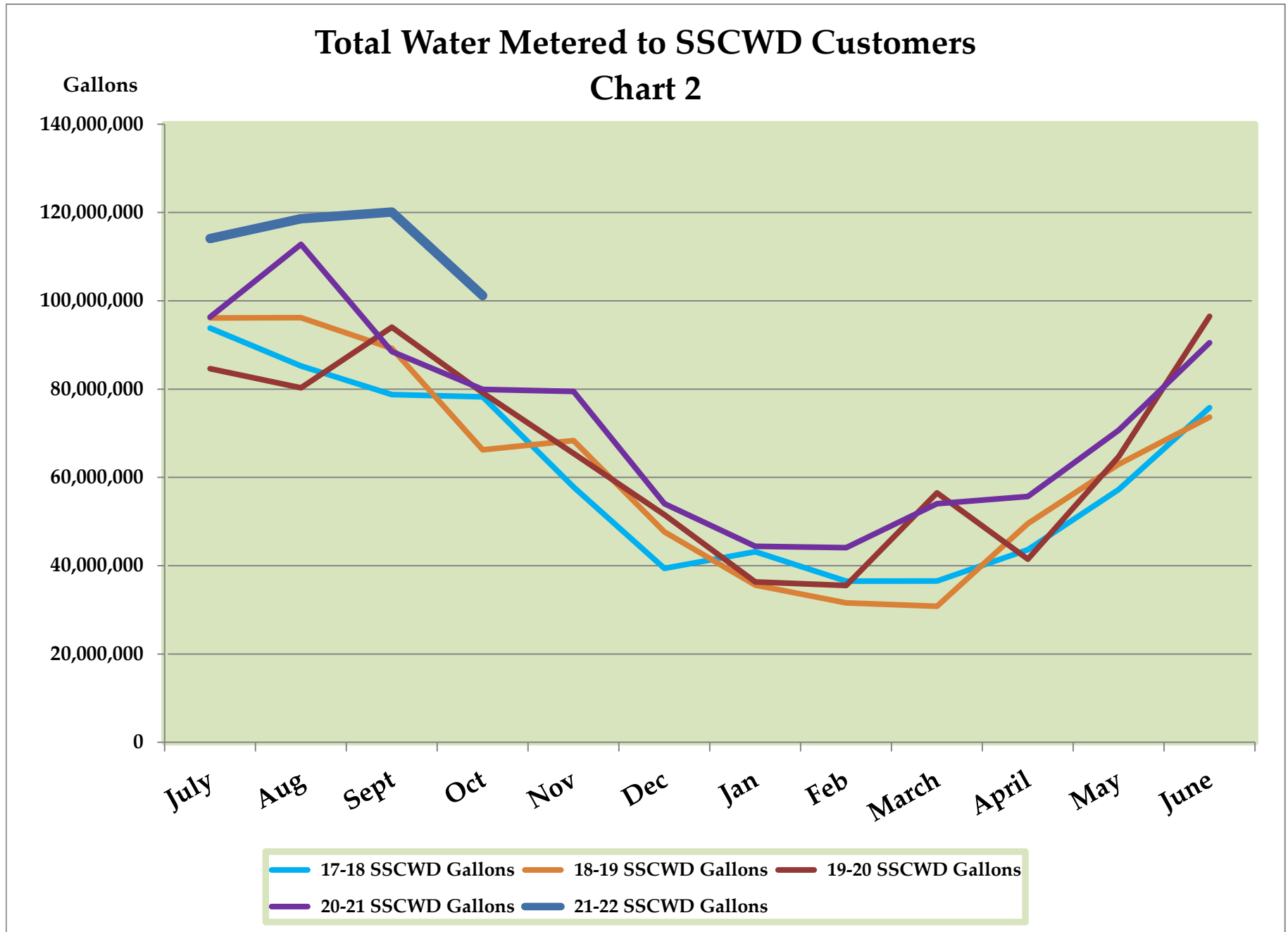
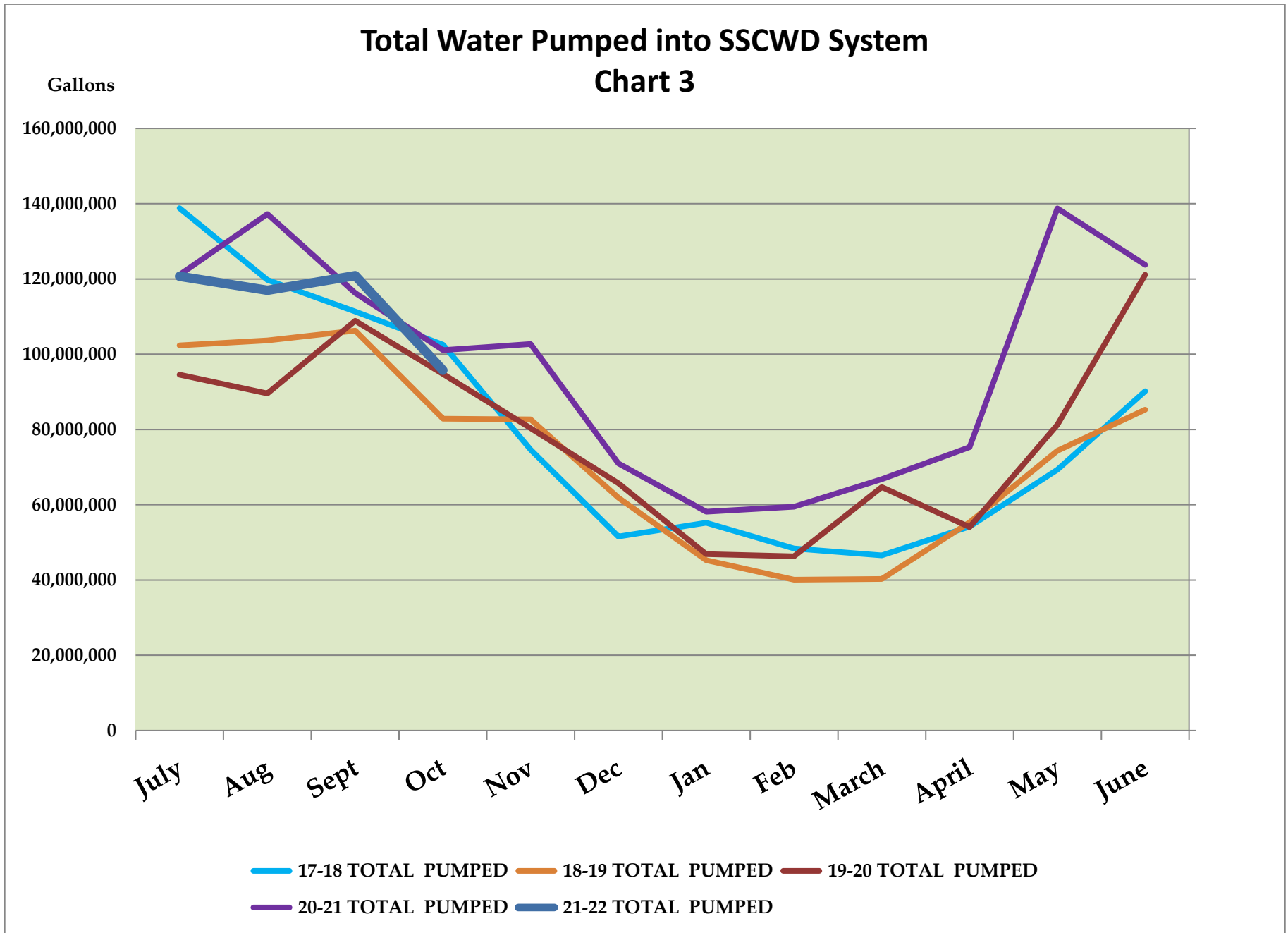


Chart Includes: Water Charges (Retail Wholesale), Sewer Fees, Installation Fees,  
Late Fees, Administration Collection Fees, COH Billing Fees, Other Misc Fees

### Total SSCWD Charges Chart 1







Sunnyslope 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									73
NO. WW CAPACITY FEE RECD	-	-											-
NO. WATER ACCOUNTS	6,852	6,843	6,867	6,882									
NO. SSCWD SEWER ACCTS	1,238	1,234	1,240	1,238									
NO. COH SEWER ACCTS	4,354	4,370	4,403	4,434									
<b>WaterSmart / Invoice Cloud</b>													
Auto Pay	3,014	3,013	3,014	3,086									
Billar Portal	14	6	14	9									
Cloud Store	57		57										
Customer Portal	388	361	388	350									
Express Payments	317	274	317	299									
IVR	123	110	123	106									
Mobile Express Payments	366	323	366	347									
Online Bank Direct	647	631	647	624									
Pay By Text	58	44	58	55									
Scheduled Payment	25	22	25	20									
Shopping Cart	255	272	255	267									
Total	5,264	5,056	5,264	5,163	-	-	-	-	-	-	-	-	
NO. E-BILL Invoice Cloud (Paperless)	1,172	1,231	1,285	1,446									
<b>MONTHLY CHARGES</b>													
Retail Water Charges	\$ 746,145.00	\$ 729,111.70	\$ 764,414.16	627,261.43									\$ 2,866,932.29
Sewer Fees	172,054.44	171,880.99	172,511.96	171,914.53									688,361.92
Installation Fees	7,765.00	4,050.00	5,670.00	12,555.00									30,040.00
Late Fees	9,160.00	8,811.00	9,854.14	9,894.03									37,719.17
Admin. Collection Fees, net													-
COH Billing Fees	13,194.00	13,194.00	13,311.00	13,374.00									53,073.00
Other Misc. Fees	366.95	1,289.36	180.00	510.00									2,346.31
TOTAL SSCWD CHARGES	\$ 948,685.39	\$ 928,337.05	\$ 965,941.26	\$ 835,508.99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,678,472.69
<b>CITY OF HOLLISTER CHARGES</b>													
COH Sewer Fees	393,626.99	394,897.00	396,713.79	399,026.56									\$ 1,584,264.34
COH Street Sweeping	10,153.36	10,582.48	10,200.48	10,243.92									41,180.24
COH Senior Discount	(1,326.60)	(1,326.60)	(1,319.23)	1,258.93									(2,713.50)
Total COH Charges	402,453.75	404,152.88	405,595.04	410,529.41	-	-	-	-	-	-	-	-	1,622,731.08
Late Fees **	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL COH CHARGES	\$ 402,453.75	\$ 404,152.88	\$ 405,595.04	\$ 410,529.41	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,622,731.08
<b>ACCOUNTS RECEIVABLE - Aged</b>													
A/R for Sunnyslope Water **	\$ 969,933.44	\$ 961,519.77	\$ 1,013,793.65	\$ 885,815.80									
A/R for City of Hollister **	436,867.16	435,540.63	436,628.62	435,871.90									
Outstanding Bills Owed	\$ 1,406,800.60	\$ 1,397,060.40	\$ 1,450,422.27	\$ 1,321,687.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Past Due	\$ 151,515.86	\$ 150,947.42	\$ 159,388.89	\$ 174,426.70									
% Past Due	10.77%	10.80%	10.99%	13.20%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	

Sunnyslope 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
<b>WATER METERED</b>													
Cubic Feet	11,875,200	11,828,700	12,492,400	10,251,200									46,447,500
SSCWD Gallons	88,826,496	88,478,676	93,443,152	76,678,976	-	-	-	-	-	-	-	-	347,427,300
Well Flow to COH Gallons	17,817,100	22,242,500	22,239,700	21,114,500									83,413,800
Surface Flow to COH Gallons	7,458,200	7,869,976	4,431,661	3,390,593									23,150,430
<b>TOTAL METERED</b>	<b>114,101,796</b>	<b>118,591,152</b>	<b>120,114,513</b>	<b>101,184,069</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>453,991,530</b>
<b>WATER SOURCE</b>													
Well #2 (Southside Road)	9,282,000	8,489,000	14,176,000	9,751,000	-	-	-	-	-	-	-	-	41,698,000
Well #5 (Ray Cir/Enterprise)	4,461,642	5,877,229	5,753,409	4,836,823	-	-	-	-	-	-	-	-	20,929,103
Well #7 (Enterprise Rd)	7,427,108	13,727,233	21,183,110	10,234,556	-	-	-	-	-	-	-	-	52,572,007
Well #8 (Ridgemark)	15,266,000	16,844,000	16,278,000	12,118,000	-	-	-	-	-	-	-	-	60,506,000
Well #11 (Southside Road)	30,074,000	32,038,000	43,438,000	30,951,000	-	-	-	-	-	-	-	-	136,501,000
<b>TOTAL from Wells</b>	<b>66,510,750</b>	<b>76,975,462</b>	<b>100,828,519</b>	<b>67,891,379</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>312,206,110</b>
Lessalt W.T.P. I (High Zone)	11,498,000	3,226,000	838,000	-	-	-	-	-	-	-	-	-	15,562,000
Lessalt W.T.P. I (Middle Zone)	6,744,000	2,168,000	570,000	-	-	-	-	-	-	-	-	-	9,482,000
West Hills W.T.P. (@ Well #2)	14,521,000	14,294,000	13,887,000	4,107,000	-	-	-	-	-	-	-	-	46,809,000
West Hills W.T.P. (@ Well #11)	20,308,000	18,071,000	1,860,000	20,884,000	-	-	-	-	-	-	-	-	61,123,000
<b>TOTAL from Surface Water</b>	<b>53,071,000</b>	<b>37,759,000</b>	<b>17,155,000</b>	<b>24,991,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>132,976,000</b>
City Well Flow to SSCWD Gallons	806,200	1,653,500	2,376,200	2,403,700									7,239,600
City Surface Flow to SSCWD Gallons	324,000	597,000	513,900	442,700									1,877,600
<b>TOTAL from City Interties</b>	<b>1,130,200</b>	<b>2,250,500</b>	<b>2,890,100</b>	<b>2,846,400</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,117,200</b>
<b>TOTAL PUMPED</b>	<b>120,711,950</b>	<b>116,984,962</b>	<b>120,873,619</b>	<b>95,728,779</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>454,299,310</b>
Estimated Water Loss	6,610,154	-	759,106	-	-	-	-	-	-	-	-	-	7,369,260
Water Loss %	5.476%	0.000%	0.628%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	1.622%
Estimated Water Gain	-	1,606,190	-	5,455,290	-	-	-	-	-	-	-	-	7,061,480
Water Gain %	0.000%	1.354%	0.000%	5.391%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	0.000%	1.555%
<b>Total Net Water Loss</b>													<b>307,780</b>

# Sunnyslope County Water District

STATEMENT OF INCOME  
FOR THE FISCAL YEAR ENDING JUNE 30, 2021 (This Year)  
UN-AUDITED 11/9/2021

*** WATER ***	Aug-21	Sep-21	Variance Over / (Under) Prior Month	Aug-20	Sep-20	Variance Over / (Under) Prior Year	YEAR- TO-DATE	PROJECTED ACTUAL	FY 21/22 BUDGET
<b>OPERATING REVENUES</b>									
Water Sales	729,112	764,642	35,531	854,643	715,966	48,677	2,239,899	8,959,596	6,700,000
Contracted Services	228,312	228,311	(1)	220,953	220,953	7,358	684,935	2,739,739	2,792,736
Installation Fees	4,050	5,670	1,620	7,290	8,910	(3,240)	17,485	69,940	
Late Fees	7,049	7,883	834	-	-	7,883	22,260	89,041	
Other Revenue	11,606	11,168	(439)	10,912	10,519	649	33,625	119,490	4,000
<b>TOTAL OPERATING REVENUES</b>	<b>980,129</b>	<b>1,017,674</b>	<b>37,545</b>	<b>1,093,798</b>	<b>956,347</b>	<b>61,327</b>	<b>2,998,204</b>	<b>11,977,806</b>	<b>9,496,736</b>
<b>OPERATING EXPENSES</b>									
Salaries and Benefits	(146,885)	(187,487)	(40,602)	(155,333)	(158,636)	(28,851)	(524,649)	(2,098,595)	(3,121,845)
Operating Expenses	(784,042)	(685,945)	98,097	(742,052)	(835,659)	149,715	(2,230,993)	(8,923,973)	(8,279,560)
<b>TOTAL OPERATING EXPENSES</b>	<b>(930,927)</b>	<b>(873,432)</b>	<b>57,495</b>	<b>(897,385)</b>	<b>(994,295)</b>	<b>120,864</b>	<b>(2,755,642)</b>	<b>(11,022,568)</b>	<b>(11,401,405)</b>
<b>NET OPERATING INCOME</b>	<b>49,202</b>	<b>144,243</b>	<b>95,041</b>	<b>196,413</b>	<b>(37,948)</b>	<b>182,191</b>	<b>242,562</b>	<b>955,238</b>	<b>(1,904,669)</b>
<b>NON OPERATING INCOME &amp; (EXPENSES)</b>									
Capacity Fees	120,000	168,000	48,000	210,600	257,400	(89,400)	530,475	530,475	-
Donated Asset			-			-	-	-	-
Miscellaneous Income (Farm Labor Camp)			-			-	-	-	-
Adjust LAIF Investment to Fair Value			-	-	-	-	-	-	-
Interest Income	3,580	2,610	(970)	-	-	2,610	6,190	24,760	-
Allocated from G & A (Interest & Sale of Assets)	(318)	(233)	85	576	558	(791)	(551)	(2,205)	-
Debt Service (Loan Expense) & Disposal of Assets			-	(1,081)	-	-	-	-	(61,753)
<b>TOTAL NON OPERATING INCOME &amp; (EXPENSES)</b>	<b>123,262</b>	<b>170,377</b>	<b>47,115</b>	<b>210,095</b>	<b>257,958</b>	<b>(87,581)</b>	<b>536,114</b>	<b>553,030</b>	<b>(61,753)</b>
<b>NET WATER INCOME (LOSS)</b>	<b>\$ 172,464</b>	<b>\$ 314,619</b>	<b>\$ 142,155</b>	<b>\$ 406,507</b>	<b>\$ 220,009</b>	<b>\$ 94,610</b>	<b>\$ 778,676</b>	<b>\$ 1,508,268</b>	<b>\$ (1,966,422)</b>
<b>NET WATER INCOME (LOSS) Adjusted for Non Budgeted Items</b>									
	<b>\$ 49,202</b>	<b>\$ 144,243</b>	<b>\$ 95,041</b>	<b>\$ 195,331</b>	<b>\$ (37,948)</b>	<b>\$ 182,191</b>	<b>\$ 242,562</b>	<b>\$ 955,238</b>	<b>\$ (1,966,422)</b>



# Sunnyslope County Water District

STATEMENT OF INCOME  
FOR THE FISCAL YEAR ENDING JUNE 30, 2021 (This Year)  
UN-AUDITED 11/9/2021

*** WASTEWATER ***	Aug-21	Sep-21	Variance Over / (Under) Prior Month	Aug-20	Sep-20	Variance Over / (Under) Prior Year	YEAR- TO-DATE	PROJECTED ACTUAL	FY 21/22 BUDGET
<b>OPERATING REVENUES</b>									
Sewer Sales	171,881	172,512	631	166,607	165,218	7,294	516,447	2,065,790	2,016,000
Contracted Services	16,504	24,245	7,741	-	-	24,245	205,930	393,852	393,852
Installation Fees	-	-	-	-	-	-	-	-	-
Late Fees	1,762	1,971	209	-	-	1,971	5,565	22,260	-
Other Revenue	2,877	2,818	(59)	2,568	2,623	195	8,405	33,621	2,000
<b>TOTAL OPERATING REVENUES</b>	<b>193,024</b>	<b>201,546</b>	<b>8,522</b>	<b>169,175</b>	<b>167,841</b>	<b>33,705</b>	<b>736,348</b>	<b>2,515,523</b>	<b>2,411,852</b>
<b>OPERATING EXPENSES</b>									
Salaries and Benefits	(31,077)	(35,454)	(4,377)	(42,599)	(41,324)	5,870	(104,257)	(417,029)	(575,843)
Operating Expenses	(82,298)	(94,609)	(12,311)	(57,054)	(61,953)	(32,656)	(423,944)	(1,695,777)	(1,297,371)
<b>TOTAL OPERATING EXPENSES</b>	<b>(113,375)</b>	<b>(130,063)</b>	<b>(16,688)</b>	<b>(99,653)</b>	<b>(103,276)</b>	<b>(26,787)</b>	<b>(528,202)</b>	<b>(2,112,806)</b>	<b>(1,873,214)</b>
<b>NET OPERATING INCOME</b>	<b>79,649</b>	<b>71,483</b>	<b>(8,167)</b>	<b>69,522</b>	<b>64,565</b>	<b>6,918</b>	<b>208,146</b>	<b>402,717</b>	<b>538,638</b>
<b>NON OPERATING INCOME &amp; (EXPENSES)</b>									
Capacity Fees	-	-	-	-	-	-	-	-	-
Miscellaneous Income	-	-	-	-	-	-	-	-	-
Adjust LAIF Investment to Fair Value	-	-	-	-	-	-	-	-	-
Interest Income	1,685	1,228	(456)	-	-	1,228	2,913	11,652	-
Allocated from G & A (Interest & Sale of Assets)	(80)	(58)	22	(126)	139	(197)	(138)	(552)	-
Debt Service (Loan Expense) & Southside Rd. Slide	-	(50,259)	(50,259)	(20,856)	(20,856)	(29,403)	(50,259)	(201,034)	(210,073)
<b>TOTAL NON OPERATING INCOME &amp; (EXPENSES)</b>	<b>1,605</b>	<b>(49,088)</b>	<b>(50,693)</b>	<b>(20,982)</b>	<b>(20,716)</b>	<b>(28,372)</b>	<b>(47,483)</b>	<b>(189,934)</b>	<b>(210,073)</b>
<b>NET WASTEWATER INCOME (LOSS)</b>	<b>81,254</b>	<b>22,395</b>	<b>(58,860)</b>	<b>48,540</b>	<b>43,849</b>	<b>(21,454)</b>	<b>160,663</b>	<b>212,783</b>	<b>328,565</b>
<b>NET WASTEWATER INCOME (LOSS) Adjusted for Non Budgeted Items</b>									
	\$ 79,649	\$ 21,224	\$ (58,860)	\$ 48,666	\$ 43,709	\$ (22,485)	\$ 157,888	\$ 201,683	\$ 328,565

*** WATER & WASTEWATER ***	Aug-21	Sep-21	Variance Over / (Under) Prior Year	Aug-20	Sep-20	Variance Over / (Under) Prior Year	YEAR- TO-DATE	PROJECTED ACTUAL	FY 20/21 BUDGET
<b>*** COMBINED INCOME (LOSS) WATER &amp; WASTEWATER ***</b>	<b>253,718</b>	<b>337,014</b>	<b>(674,958)</b>	<b>455,047</b>	<b>263,858</b>	<b>73,156</b>	<b>939,338</b>	<b>1,721,051</b>	<b>(1,637,857)</b>
<b>*** COMBINED INCOME (LOSS) WATER &amp; WASTEWATER Adjusted for Non - Budgeted Items</b>									
	\$ 128,852	\$ 165,467	\$ 36,181	\$ 243,997	\$ 5,761	\$ 159,706	\$ 400,450	\$ 1,156,921	\$ (1,637,857)

## Sunnyslope County Water District

### Investment Summary 2020 / 2021 (This Year)

BANK ACCOUNT	INTEREST RATE	AUGUST 2021	SEPTEMBER 2021	JUNE 2021
<b><u>Heritage Bank of Commerce</u></b>				
CHECKING ACCOUNT Operating - General Fund	0.000%	\$ 7,863,305.12	\$ 6,959,359.82	\$ 7,229,161.84
<b>CHECKING SUBTOTAL</b>		<b>\$ 7,863,305.12</b>	<b>\$ 6,959,359.82</b>	<b>\$ 7,229,161.84</b>
MONEY MARKET ACCT (MMA) Invested - General Fund	0.400%	4,070,361.91	4,071,700.32	4,065,942.70
<b>MMA SUBTOTAL</b>		<b>\$ 4,070,361.91</b>	<b>\$ 4,071,700.32</b>	<b>\$ 4,065,942.70</b>
<b><u>L. A. I. F.</u></b> <b><u>(Local Agency Investment Fund)</u></b>				
	As of: July. 2021			
General Fund	0.221%	(3,363,043.52)	(3,450,324.53)	(3,160,470.75)
Water Connect. Fee	0.221%	6,911,253.38	6,987,900.72	6,733,577.31
Sewer Connect. Fee	0.221%	21,925.00	22,725.00	21,125.00
SRF Loan Reserve	0.221%	760,000.00	760,000.00	760,000.00
Board Designated Reserves	0.221%	2,698,389.34	2,710,723.01	2,673,722.00
<b>L.A.I.F. SUBTOTAL</b>		<b>\$ 7,028,524.20</b>	<b>\$ 7,031,024.20</b>	<b>\$ 7,027,953.56</b>
<b>GRAND TOTAL</b>		<b>\$ 18,962,191.23</b>	<b>\$ 18,062,084.34</b>	<b>\$ 18,323,058.10</b>
<b>GENERAL FUND</b>		<b>\$ 8,570,623.51</b>	<b>\$ 7,580,735.61</b>	<b>\$ 8,134,633.79</b>
<b>BOARD DESIGNATED RESERVES</b>		<b>\$ 2,698,389.34</b>	<b>\$ 2,710,723.01</b>	<b>\$ 2,673,722.00</b>
<b>WATER CONN. FEE FUNDS</b>		<b>\$ 6,911,253.38</b>	<b>\$ 6,987,900.72</b>	<b>\$ 6,733,577.31</b>
<b>S. C. FEE FUNDS</b>		<b>\$ 21,925.00</b>	<b>\$ 22,725.00</b>	<b>\$ 21,125.00</b>
<b>SRF Loan Reserves</b>		<b>\$ 760,000.00</b>	<b>\$ 760,000.00</b>	<b>\$ 760,000.00</b>
<b>* TOTAL INTEREST RECORDED</b>	<b>\$ 9,103.07</b>	<b>\$ 5,264.66</b>	<b>\$ 3,838.41</b>	<b>\$ -</b>

## Sunnyslope County Water District

### Board Designated Reserves

As of September 30, 2021

(Policy #8600)

	Acct. 115.11				Acct. 115.11			
	9/31/2021	6/30/2021	Incr (Decr)	% Incr (Decr)	6/30/2020	Incr (Decr)	% Incr (Decr)	
1 Capital Improvement Reserve Fund	\$ 1,709,419	\$ 1,709,419	\$ -	0.0%	\$ 1,775,906	\$ (66,487)	-3.7%	
2 Vehicle Replacement Fund	234,550	197,549	37,001 <sup>1</sup>	18.7%	148,634	48,916 <sup>1</sup>	32.9%	
3 Emergency Equipment Replacement Fund	100,000	100,000	-	0.0%	100,000	-	0.0%	
4 Office and Misc. Equipment Replacement Fund	266,754	266,754	0 <sup>2</sup>	0.0%	292,735	(25,981) <sup>2</sup>	-8.9%	
5 Drought Contingency Reserve	<u>400,000</u>	<u>400,000</u>	<u>-</u>	<u>0.0%</u>	<u>400,000</u>	<u>-</u>	<u>0.0%</u>	
<b>TOTAL</b>	<b><u>\$ 2,710,723</u></b>	<b><u>\$ 2,673,722</u></b>	<b><u>\$ 37,001</u></b>	<b><u>1.38%</u></b>	<b><u>\$ 2,717,275</u></b>	<b><u>\$ (43,553)</u></b>	<b><u>-1.60%</u></b>	

Depr. Expense FY 21 - Acct #163.05 Vehicles  
Vehicles Purchased FY 21

\$ 37,001  
\$ 37,001

\$ 48,916  
\$ 48,916

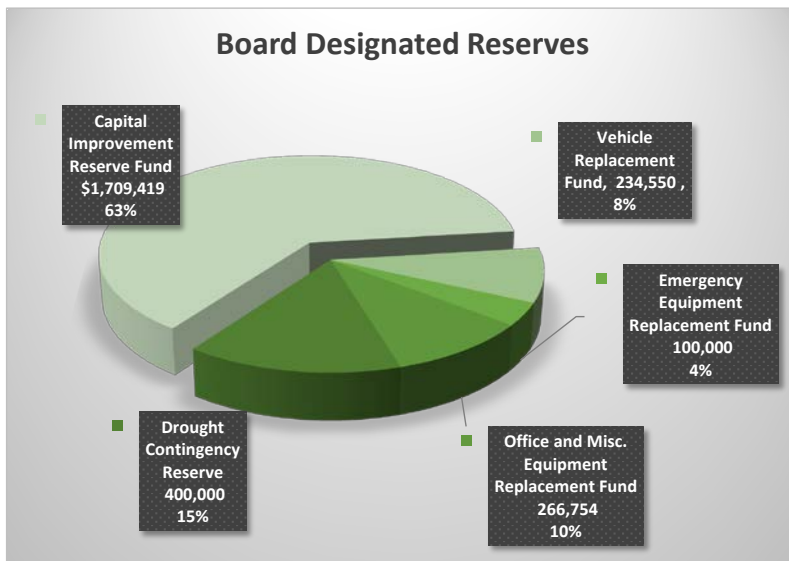
Depr. Expense FY 21 - Acct #163.03 Shop / Field Equipment  
Depr. Expense FY 21 - Acct #163.04 Office Furn. / Equip.  
Server Room Improvement - (Approved 8/18/20)  
Tyler System Upgrade - (Approved 8/18/20)

\$ -  
\$ 37,001

\$ 12,384  
2,941  
\$ (26,002)  
\$ (15,305)  
\$ (10,677)  
\$ 38,239

Acct. #	115.11 LAIF - Board Design. Reserves	<u>2,710,723</u>
7/31/21	<b>Balance Board Designated Reserves</b>	<b><u>\$ 2,710,723</u></b>

Capital Improvement Reserve Summary	
Beginning Balance	\$ 1,709,419
Ending Balance	<u><u>\$ 1,709,419</u></u>



# Staff Report

Agenda Item: H-5

**DATE:** November 11, 2021 (November 16, 2021, 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.

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## Narrative

1. All three water reports have been completed on time by October 8, 2021.
2. Staff cleaned staging area around Well #6. This area is used to store asphalt, sand, and other types of backfill material which has been removed during leak repairs and other maintenance activities.
3. New 3 x 5 signs were made to update various ageing signage around the district and the Industrial Facility. The billboard displays the name of the location and emergency contact.
4. Lessalt Water Treatment Facility was not in operation for the month of October due to water restrictions. All water production was thru the West Hills Water Treatment Facility.
5. Although the Lessalt Water Treatment Facility is offline preventative maintenance tasks continue to be part of daily operations. Equipment which contains liquid chemicals have been flushed out, cleaned, and inspected for wear around fittings and adaptors.
6. The West Hills Facility continues to operate at 1.85 million gallons per day (MGD). Staff continuously monitors water quality, analyzer results and adjust to sustain permit limitations.
7. The Industrial Wastewater Treatment Facility did not operate in the month of October but did receive flow from the months rain events. This water was diverted around mechanical equipment and received into Pond 1.
8. Industrial Wastewater Treatment Plant equipment was strategically shutdown to minimize any potential of odors. Preventative maintenance was performed on influent pump station equipment and stored for the off-season.

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

## Water (11)

1. Replaced 90\* elbow on Vac-Con vacuum boom.
2. Cleaned out office storm drain inlets.
3. Hauled asphalt from Well #6 to Don Chapin.
4. Cleaned around Ridgemark Tanks, installed new sign on fence.
5. Replaced secondary containment for chlorine at Well #11.
6. Replaced brass gears on flow meter at Well #8.
7. Repaired leaking service line at 1451 Sunset Drive.
8. Rebuilt fire hydrant on end of Helen Court.
9. Repaired service line leak at 1910 Memorial Drive.
10. Replaced leaking service lines at 1311 and 1331 Meridian Street.
11. Pulled and cleaned chlorine injectors at well sites.



<b>Project Location</b>	<b>: Sunnyslope County Water District</b>
<b>Project</b>	<b>: Replaced 90* elbow on Vac-Con vacuum boom</b>
<b>Department</b>	<b>: Sunnyslope Collections</b>
<b>Description</b>	<b>: Vac-Con Elbow was damaged from wear and tear new elbow was installed.</b>

### **LESSALT Water Treatment Plant (4)**

1. Replaced leaking fittings and pilot hose on high zone pumps #1 and #2.
2. Replaced leaking pressure relief valve on chlorine pump #3.
3. Hollister Lock and Safe repaired latch on south plant door.
4. Insulated pilot lines on high zone pumps #2 and #3.

### **West Hills Water Treatment Plant (6)**

1. Replaced HVAC filters.
2. Peroxide cleaned TOC (Total Organic Carbon) analyzer.
3. Greased PAC (Powder Activated Carbon) hopper paddles and oiled chain.
4. Greased fire pump.
5. Accurate Air completed preventative maintenance on air compressor.
6. Calibrated Actiflo and clear well effluent ph. probes.

### **Industrial Plant (4)**

1. Completed spraying weeds around ponds and removing overgrown weeds around the facility.
2. Percolation Pond ripped and diced by the City of Hollister.
3. Influent equipment was shutdown and all incoming flow diverted thru opened slide gate.
4. All Influent flow will be documented daily.

### **Wastewater (4)**

1. Pulled mixer from basin #2 at SBR, dropped off at Shape Inc. for repair.
2. Pulled pump #2 at Paullus Lift station, debris stuck in pump.
3. Replaced all purge solenoids at SBR.
4. Pressure washed, pumped out and inspected all district lift stations.



<b>Project Location</b>	: Ridegemark Wastewater Treatment Plant
<b>Project</b>	: Pulled mixer from basin #2 at SBR, dropped off at Shape Inc. for repair.
<b>Department</b>	: Sunnyslope Utilities Department
<b>Description</b>	: Anoxic mixer failed. This mixer ensures uniform mixing throughout the basin for proper treatment.
<b>Equipment used</b>	: Davit crane, dolly, and basic hand tools.

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
224	Work Orders	819	2469	2715	2642
30	Temporary Manual Read Water Meters Installed in New Construction Accounts	72	368	256	146
0	Radio Read Meters & ERTs Installed in New Construction Accounts	0	21	0	1
50	Total: Manual Read Meters Replaced with Radio Read Meters & ERT's, including Radio Meters Installed in New Construction Accounts	88 (Total = 6713)	282	191	246
27	Existing Radio Read Meters & ERTs Replaced with New Radio Read Meters & ERTs	87	322	304	350

20	Valves Exercised (Approx. 2674 in SSCWD System 3/2021)	67	721	319	410
0	Fire Hydrants Flushed (Approx. 938 in SSCWD System 3/2021)	2	749	281	757
27	Meters on Repair List	88	326	449	1147
16	Emergency Calls	68	174	156	204
165	Locates on our Water/Sewer Lines	682	1732	1037	454
1	Sewer Inspections	1	0	0	2
0	Shutoff Notices	0	0	112	182
2	Water Services Replaced	15 (Total = 910)	12	15	18

(8/2016 Update Valve and Fire Hydrant Count, Includes Santana Ranch pH 1, Villages, Tyler Knoll, Walnut Park, Creekside)





## Hollister/Sunnyslope Intertie Water Balance

Report Date: November 1, 2021					
Current Consumption Period: September 15, 2021 to October 13, 2021					
Intertie Location	Groundwater Flow to COH	Surface Flow to COH	Groundwater Flow to SSCWD	Surface Flow to SSCWD	
	i n G a l l o n s				
Southside Road Intertie Water Total Flow	0	908,493			
Sunset & Memorial Water Total Flow	7,890,800	903,400	0	0	
Sunnyslope & Memorial Water Total Flow	11,851,700	1,239,900	0	0	
Hillcrest and Memorial Water Total Flow	168,800	17,100	2,403,700	442,700	
Santa Ana & La Baig Water Total Flow	1,203,200	321,700			
<b>Intertie Sub-Total Water Flow</b>	<b>21,114,500</b>	<b>3,390,593</b>	<b>2,403,700</b>	<b>442,700</b>	
<i>Total Combined Surface and Ground Water Intertie Flow</i>	<b>24,505,093</b>		<b>2,846,400</b>		
City of Hollister Well 2 Surface Water Total Flow (West Hills)		6,268,000			
City of Hollister Well 4 Surface Water Total Flow (West Hills)		8,290,000			
City of Hollister Well 5 Surface Water Total Flow (West Hills)		1,932,000			
Sunnyslope Well 2 Surface Water Total Flow (West Hills)				4,107,000	
Sunnyslope Well 11 Surface Water Total Flow (West Hills)				20,884,000	
Sunnyslope Surface Water Total Flow (LESSALT)				0	
<b>Surface Water Flow Sub-Totals</b>		<b>16,490,000</b>		<b>24,991,000</b>	
<b>Ground Water and Surface Water Flow Totals</b>	<b>21,114,500</b>	<b>19,880,593</b>	<b>2,403,700</b>	<b>25,433,700</b>	
Current Period:	COH half of Surface Water Flow to Distribution (LESSALT & WH)		20,740,500		
	Net Ground/Surface Water Balance Owed to SSCWD (to COH)	18,710,800	-1,302,607		
	Beginning Water Balance Owed to SSCWD (to COH)	656,757,175	-378,642,492		
	Gallons Billed to COH thru Report Date October 1, 2021	0		Informational Last Month Net Total	278,114,683
	Sub-total Ending Water Balance Owed to SSCWD (to COH)	675,467,975	-379,945,099	Net Sub Total	295,522,876
	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			-	
	<b>Ending Water Balance Owed to SSCWD (to COH)</b>	<b>675,467,975</b>	<b>-379,945,099</b>	<b>Net Total</b>	<b>295,522,876</b>

Current:	LESSALT WTP Total Flow to Distribution	0			
	Percent of LESSALT Surface Water Received	<b>COH</b>	<b>#DIV/0!</b>	<b>SSCWD</b>	<b>#DIV/0!</b>
Current:	COH half of LESSALT Total Flow to Distribution	0			
	Intertie Net Surface Water Total Flow to COH	2,947,893			
	Intertie Net Ground Water Total Flow to COH	18,710,800			
Current:	West Hills WTP Total Flow to Distribution	41,481,000			
	Percent of Surface Water Received	<b>COH</b>	<b>39.8%</b>	<b>SSCWD</b>	<b>60.2%</b>
Current:	COH half of West Hills WTP Total Flow to Distribution	20,740,500			
	West Hills WTP Surface Water Total Flow to COH	16,490,000			

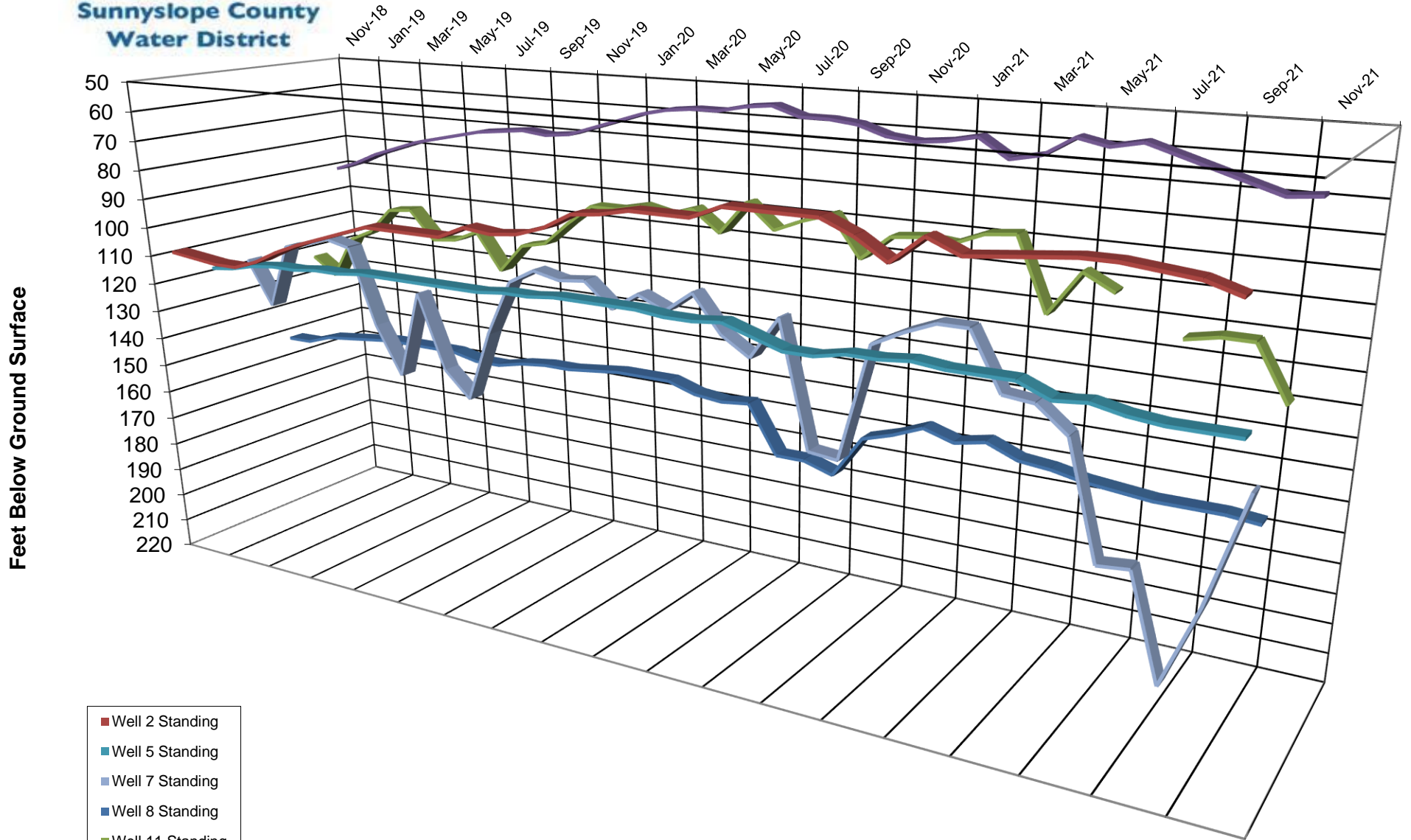
From April 1, 2021 to Present					
YTD	LESSALT WTP Total Flow to Distribution	129,596,000			
	West Hills WTP Total Flow to Distribution	512,058,000			
	Surface WTPs Total Flow to Distribution	641,654,000			
	Total YTD Surface Flow to COH/SSCWD	<b>COH</b>	<b>323,937,253</b>	<b>SSCWD</b>	<b>317,716,747</b>
	Percent of Surface Water Received	<b>COH</b>	<b>50.5%</b>	<b>SSCWD</b>	<b>49.5%</b>



**Sunnyslope County  
Water District**

### Depth to Standing Water Level Below Ground Surface

Month/Year



- 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 7 = 361

Well 5 = 438  
Well 8 = 481

Well 11 = 330  
Test Well 12 = 308

# Staff Report

Agenda Item: **H – 6**

**DATE:** November 10, 2021 (November 16, 2021 Meeting)

**TO:** Board of Directors

**FROM:** General Manager, Drew Lander P.E.

**SUBJECT:** General Manager Monthly Status Report

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## ACTIVE TASKS:

1. **Reserve Policy update and Investment Policy creation** – These policies have been developed and will be reviewed by the Finance Committee for agreement with board direction and then by the Policy Committee for completeness prior to board approval.
2. **Office Technology and Public Access** – The Tyler implementation schedule has been updated. Implementation of Tyler Financials is planned for February 2022 and Tyler Billing will follow immediately after. The Streamline Website saw 21,585 site visits in October which is the highest volume since going live. The website continues to be a strong tool to share information with the community. The replacement meter reading software is before the board in November for approval.
3. **SCADA Upgrade** – Frisch Engineering has begun the conversion process of the Supervisory Control and Data Acquisition (SCADA) system over to Ignition®. Staff have been introduced to Ignition® through the operation of the IWTP ponds and both the Crew Chief and Associated Engineer have received formal training in the capability of this new program. It is expected to take 4 months to fully convert and remove the old system.
4. **IWTP Update** – Stormdrain system cleaning and inspection have been completed on time and on budget. Staff are now planning sludge removal from Pond #1 and the electrical upgrade for improvements.
5. **Drought Update** – The rain received in the month of October was welcome however it has not improved the current drought perspective. The Lessalt plant will continue to be on standby for the forcible future and groundwater elevations remain consistent. Well water is sufficient for our needs the present time.
6. **Permit Compliance** – Monthly water reports have been completed on time.

# Staff Report

Agenda Item: H – 7

DATE: November 10, 2021 (November 16, 2021)

TO: Board of Directors

FROM: Drew A. Lander, General Manager

SUBJECT: Approval of Resolution #563 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).

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## 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 5<sup>th</sup> special meeting the Board discussed and approved a resolution to allow the use of remote meeting access for the following 30 days. The same findings are relevant for the month of November – December and this item approves the attached resolution by consent allowing the use of remote meeting access for the following 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.

## RESOLUTION No. 563

### **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 be 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 16 day of November 2021, by the following  
vote:**

AYES:

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: October 26, 2021 (November 16, 2021 Meeting)

TO: Board of Directors

FROM: Rob Hillebrecht, Associate Engineer

SUBJECT: Authorize the General Manager to Purchase a PipeHunter Jetter Trailer from Municipal Maintenance Equipment Inc. for a Cost Not to Exceed \$75,000 and to surplus and auction the 1999 O'Brian 700 Series Water Jetter.

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## RECOMMENDATION:

Staff recommends the Board authorize the General Manager to accept the low bid and purchase a PipeHunter Jetter Trailer from Municipal Maintenance Equipment Inc. for a cost not to exceed \$75,000 and to surplus and auction the 1999 O'Brian 700 Series Water Jetter.

## BACKGROUND:

Sanitary sewer collection systems require regular hydro cleaning to clear the pipelines of debris and grease which can adhere to the pipe walls and slowly accumulate in the sewer mains. This accumulation of debris can lead to sewer backups and overflows which endanger public health and the environment. Sunnyslope staff currently clean all the sewer mains in our collection system twice each year using the O'Brian Series 700 Water Jetter trailer that was purchased in 1999 and this service is a critical maintenance activity. This piece of equipment has served the district continuously for over 20 years, and current maintenance expenses and down time of the equipment have demonstrated this equipment is at the end of its useful life. The water pump would likely need to be replaced soon at a cost of about \$8,000 since the cylinders are wearing out and beginning to crack. Normal wear and tear are requiring that significant repairs be conducted such as replacing the clutch, leaf spring shackles, fuel pump, and various piping. Due to its age, many of these parts are difficult to find as they are no longer manufactured.

The Crew Chief evaluated what specifications and features a new hydro cleaner should have to best fit the anticipated needs and circumstances of the district. Some considerations included operator safety, increased efficiency, energy and emissions requirements, equipment versatility, equipment training, and ease of operation. He then requested pricing from several qualified equipment dealers and received the following quotes. All the quotes include staff training with the new equipment.

- |   |             |
|---|-------------|
| 1. Municipal Maintenance Equipment Inc. | \$72,559.67 |
| 2. WECO Industries                      | \$76,046.83 |
| 3. 3-T Equipment Co. Inc.               | \$77,761.00 |

Once the PipeHunter Jetter Trailer is delivered and all appropriate staff have received training on the use of the new equipment, the district's current O'Brian 700 Series Water Jetter will be categorized as surplus. It will then be posted for public auction using the GovDeals website and sold.

Contracting out these hydro cleaning services with a private company would likely to cost at least \$85,000 per year. Also, response times to address sanitary sewer overflows would be significantly increased as the private company would need to be contacted, mobilize, arrive on site, and clear the clog. That could further endanger public health and the environment.

#### FISCAL IMPACT:

Purchase of a PipeHunter Jetter Trailer from Municipal Maintenance Equipment Inc. will result in an expenditure of \$72,559.67 which represents the lowest responsible bidder. An additional \$2,440.33 contingency is requested for minor alterations (such as Sunnyslope logo decals, locks, traffic cones, etc.) and recommended spare parts.

The surplus O'Brian 700 Series Water Jetter will be sold via GovDeals online auction. Staff anticipate it would likely sell for \$5,000 - \$10,000.

#### ENVIRONMENTAL IMPACT:

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

# Staff Report

Agenda Item: I - 2

DATE: November 11, 2021 (November 16, 2021 Meeting)

TO: Board of Directors

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

SUBJECT: Authorize the General Manager to Purchase the Temetra Network Solution from Meter, Valve & Control for a Cost Not to Exceed \$30,000 and Replace the Outdated Meter Reading Software.

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## RECOMMENDATION:

Staff recommends the Board authorize the General Manager to purchase the Temetra Network Solution for Radio Read Meter communication for a cost not to Exceed \$30,000.

## BACKGROUND:

The district has been using radio read technology to greatly reduce the time and effort needed to read individual water meters. Each year the district replaces hundreds of old meters with the newer technology to allow for a future time when all meters can be read directly via permanently fixated antennas. Itron® is the company who has provided the meter transmitters and software to read them here at SSCWD. The software used to read the water meters is no longer supported by Itron so any problems encountered would not be easily resolved. Also, the cost of maintaining the old software license has jumped to over \$12,000 year.

Staff researched several other transmitter and software alternatives and determined that switching to another product would not provide substantial savings or better service and that the Itron product is both cost effective and will continue to provide many decades of service.

The solution proposed is to purchase the new software with the training and installation included in the purchase quote. The district already has the upgraded computer to install it on and peripheral items may be needed to ensure successful implementation, but staff is ready to move forward with this project prior to the end of the year when a new subscription of the old software will be required.

## FISCAL IMPACT:

Purchase and installation of this software is expected to cost \$25,680.00 and this will result in an annual savings of \$4,800.00 in licensing expense moving forward. There may be some costs not yet identified with the installation process, but these costs will not exceed the estimated \$4320.00. This software is

the correct software to move forward to antenna receivers, so the cost spend at this time has been contemplated in the capital planning budget.

#### ENVIRONMENTAL IMPACT:

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



# Meter, Valve & Control

1499 SUNNYBROOK RD  
ALAMO, CA 94507

# Quote

Date	Quote #
11/12/2021	SO-002720

Name / Address
SUNNYSLOPE COUNTY WATER DISTRICT SUNNYSLOPE COUNTY WATER DISTRICT 3570 AIRLINE HIGHWAY HOLLISTER, CA 95023
drew@sunnyslopewater.org

Ship to
SUNNYSLOPE COUNTY WATER DISTRICT DREW LANDER 3570 AIRLINE HIGHWAY HOLLISTER CA 95023

Reference	Payment Terms	FOB	Lead Time
ITRON MVRS TO TEMETRA CONVERSION	NET 30	N/A	30 DAYS FROM SIGNED STATEMENT OF WORK

Item	Description	Qty	Cost	Comment	Amount
SVC-TEMETRA-NWK-IMP	Temetra Network Configuration	1	2,800.00		2,800.00
SVC-TEMETRA-NWK-SETUP	Temetra Network Setup	1	1,280.00		1,280.00
SVC-TEM-DB-C-SUB	Temetra Driveby, 5001-10000 Endpoints, Subscription	1	7,200.00		7,200.00

Item	Description	Qty	Cost	Comment	Amount
SERVICES-ITRON-TEMETRA	Implementation, Integration, Setup and Training Delivery Services - T&M	1	13,050.00	ESTIMATE ONLY - SEE MEMO	13,050.00
EXPENSES-ITRON-TEMETRA	Estimated travel expenses (to be billed at actual)	1	1,350.00	ESTIMATE ONLY - SEE MEMO	1,350.00

Prices are firm for 30 days, subject to change without notice after 30 days. Returns are subject to a 30% restocking charge and must be in good condition and in original packaging for MV&C evaluation.	<b>Subtotal</b>	25,680.00
	<b>Tax</b>	0.00
	<b>Total</b>	<b>25,680.00</b>

Phone #	Fax #	Sales Representative	Website
877-566-3837	(925) 407-2903	Chris Henrich	www.mvandc.com

Quote Memo: NOTES:
*The second year for Temetra and beyond will be billed with approximate annual increases of up to 5%.
*Itron Professional Services, as defined in the additional charges, are quoted by Itron as they would be performing the transition with Meter, Valve and Control (Distributor) as additional support. Professional Services fees Proposal was sent by Cam Paulson of Itron back in April to what I was told. Estimated fees listed are based on Proposal from Utility of similar meter population.

# Staff Report

Agenda Item: I – 3

DATE: November 16, 2021 (November 10, 2021 Meeting)

TO: Board of Directors

FROM: Barry Kelly, Finance & Human Resource Manager

SUBJECT: Take Appropriate Action to Update Signature Cards for the District's Heritage Bank of Commerce Bank Accounts.

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## RECOMMENDATION:

Staff recommends approval of the updated signer's list and that the Board adopt the Resolution of Association for the bank accounts with Heritage Bank of Commerce.

## BACKGROUND:

Due to recent turnover of both staff and members of the Board, an update to the District's bank signature card is needed. Before Heritage Bank of Commerce can accept any account signatory card changes to District accounts, the Board of Directors need to take formal action and document their approval.

The following actions are requested:

**Update Signers List** – Approve removal of outgoing Finance Manager, Travis Foster and Director Judi Johnson as authorized signers, and add new Finance Manager, Barry Kelly, Director Dee Brown, and Director Ed Mauro, as authorized signers on the District's signature card for all Heritage Bank of Commerce accounts.

**Approve Resolution** - The Board is requested to review and approve the attached "Resolution of Lodge, Association, or Other Similar Organization". The resolution indicates the updated authorized signers list to be:

- A. Drew A. Lander (Both Powers "A" & "B" Granted),
- B. Barry Kelly (Both Powers "A" & "B" Granted),
- C. Michael H. Alcorn (Powers "A" Granted),
- D. Dorthy "Dee" Brown (Powers "A" Granted),
- E. James F. Parker (Powers "A" Granted),
- F. Jerry Buzzetta (Powers "A" Granted) and also
- G. Edward Mauro (Powers "A" Granted).

## FISCAL IMPACT:

No fiscal impact identified. Updated signature cards help ensure authorized access to all District bank accounts.

## ENVIRONMENTAL IMPACT:

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

# Staff Report

Agenda Item: I - 4

DATE: November 11, 2021 (November 16, 2021 Meeting)

TO: Board of Directors

FROM: Drew Lander, General Manager

SUBJECT: Receive Update on the Fairview Corners Development and the Gavilan College Campus Project and Provide the General Manager with Direction Regarding Sewer Service Request by Dividend Homes Inc.

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## RECOMMENDATION:

Receive report on Fairview Corners and Gavilan College Campus Development status and provide General Manager direction regarding sewer service extension.

## BACKGROUND:

The Fairview Corners Development and Gavilan College Campus project site is located northeast of the intersection of Airline Highway (State Route 25) and Fairview Road, approximately one-quarter mile to the north of Airline Highway and directly east of Fairview Road. The project site is located outside of the Hollister city limit and sphere of influence but is located within the City's General Plan Planning Area Boundary. The project is located within the SSCWD service boundary.

This project has been under the planning and design stages of development since 2010 and in 2019 the SSCWD General Manager at that time, along with the City of Hollister Manager, provided conditional approval of sewer service. The Sewer Service Agreement signed in August 15, 2016 between SSCWD and the City directed the Developer to the City for sewer service with the support of SSCWD.

More recently there has been some discussion between the Developer and City staff on the intent of the City to serve this development with sewer service. It is the opinion of the District that the City is the most logical sewer service provider and the Developer has been directed to seek annexation into the City so that this service can be provided. If the City declines to serve this development the Vesting Tentative map along with the Gavilan College construction timeline will expire.

The Gavilan College Campus is directly connected to the Fairview Corners Development and without the Development the utilities will most likely not be extended to the future Campus. The General Manager seeks direction from the Board regarding the potential for the District to extend sewer service through the Ridgemark SBR.



## FISCAL IMPACT:

The costs of connection will be borne by the Developer. The potential new sewer connection fees for the District would be in excess of \$3M.

## ENVIRONMENTAL IMPACT:

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

# Sunnyslope County Water District

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3570 Airline Highway  
Hollister, California 95023-9702

Phone (831) 637-4670  
Fax (831) 637-1399

January 28, 2019

William Avera, City Manager  
City of Hollister  
375 Fifth Street  
Hollister, CA 95023

Re: Request City of Hollister Provide Wastewater Service to the 189 Lot Fairview Corners Development and the Gavilan College Campus


Mr. Avera:

Fairview Corners LLC has requested wastewater service from the Sunnyslope County Water District for the 189 lot Fairview Corners Development (APN 025-190-068) and the proposed Gavilan College Campus (APN 025-190-69 & 025-190-70). The Fairview Corners Development received a Vesting Tentative Map approval from San Benito County on July 18, 2018 with the condition that the development secure sanitary sewer service from the appropriate provider. The proposed project is within the District's boundary, but within the City sewer service area according to Memorandum of Understanding – Hollister Urban Area Water and Wastewater Master Plan (HUAWWMP) executed in October 18, 2004 by the City, San Benito County, San Benito County Water District, and amended to include Sunnyslope County Water District on February 4, 2008. More recently on August 15, 2016, the District and the City entered into a Sewer Service Agreement specifying the City as the District's agent to provide sewer service outside the City limits and within the District's boundaries in compliance with and as intended by the HUAWWMP.

Sunnyslope County Water District is requesting the City provide sewer service, as the District's agent, to the Fairview Corners Project and proposed Gavilan College Campus as intended by the HUAWWMP and the Sewer Service Agreement. The proposed development would be required to meet all the City conditions for providing this sewer service including infrastructure and fees as specified by the City. The District believes the agreements and this request is in accordance with Government Code Section 56133(e)(1) and is not subject to approval by the Local Area Formation Commission.

If the City requires or needs any additional information in order to respond to this request, please don't hesitate to contact me. The District looks forward to your response. Thank you.

Sincerely,

  
Donald G. Ridenhour, P.E.  
General Manager



## CITY OF HOLLISTER

Send All Mail To:  
375 Fifth Street • Hollister, CA 95023-3876

Phone: (831) 636-4300 • Fax: (831) 636-4310

October 31, 2019

Dividend Homes Inc.  
385 Woodview Avenue, Suite 100  
Morgan Hill, CA 95037

Attention: Mr. Dick Oliver

Re: City of Hollister Wastewater Service to the Fairview Corners Development and the Gavilan College Campus

Mr. Oliver:

The City of Hollister has received a request from Sunnyslope County Water District to provide sanitary sewer service, as an agent of District, to the above referenced development, and the Gavilan College Campus. Please be advised that the City of Hollister conditionally approves providing the requested sanitary sewer service subject to all City conditions for providing the service, including, but not limited to, the preparation of all necessary sewer studies & reports, design, construction, and installation of sanitary sewer infrastructure, all of which are subject to review and approval by the City Engineer. In addition, payment of all applicable fees in effect at the time of connection as specified by the City of Hollister is required.

Sincerely,

William Avera  
City Manager

CC: Danny Hillstock, City Engineer  
Bryan Swanson, Development Services Director  
Don Ridenhour, General Manager Sunnyslope County Water District

Attach: January 28, 2019 Request for Sewer Service Letter from SSCWD

# Staff Report

Agenda Item: I-5

DATE: November 5, 2021 (November 16, 2021 Meeting)

TO: Board of Directors

FROM: Rob Hillebrecht, Associate Engineer

SUBJECT: Consider Approval and Authorize the President to Sign an Agreement for Water and Sewer Facilities and Service for the Vista del Calabria Development (Certified MND)

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## RECOMMENDATION:

Staff recommends the Board approve a Resolution to authorize the President to sign the Agreement for Water and Sewer Facilities and Service for the Vista del Calabria Development.

## BACKGROUND:

The proposed Vista del Calabria development is located south of Enterprise Road and directly west of the Oak Creek development. The property is in Sunnyslope's boundary for both water and sewer service and Sunnyslope has long anticipated the development of this area. The development will consist of 149 new single-family homes along with a couple park areas. District staff have worked extensively with the developers to negotiate several requirements specific to this development and how it fits into the District's overall water and sewer systems.

To provide sewer service for this development, a new sewer lift station will be installed and dedicated to the District at the northwestern corner of the development near Enterprise Rd. This lift station will replace Sunnyslope's existing Oak Canyon lift station which is located in an island in the middle of the street on Oak Canyon Ct. Sunnyslope will provide the developer a Sewer Capacity Fee Credit of \$339,325 as the District's fair share cost of 63.6% of the lift station and force main cost and 25% of a portion of deep sewer main to connect Oak Canyon to the lift station. The Oak Canyon lift station is difficult for staff to conduct maintenance on due to its location in the street. It was constructed in the early 1990's and would require equipment upgrades in the next few years so its replacement is important and timely for the District. This development and its infrastructure is also a key component of the District's long term vision of sending wastewater to the City of Hollister domestic sewer treatment plant.

In Sunnyslope's Capital Improvement Plan is a project to install a booster pump station at the Well #7 site between the Middle Zone and High Zone. To facilitate this future project, Vista del Calabria, which neighbors the Well #7 property, will be installing about 1000 feet of 12" pipe to connect the High Zone to the Well #7 site and replacing approximately 300 feet of existing 6" pipe with 12" pipe at the end of Georges Dr. Because this provides minimal benefit to the development but significant benefit to Sunnyslope, the District will issue a water capacity fee credit of \$67,500 for Well #7 piping and \$30,000 for Georges Dr. piping for a total of \$97,500.

## FISCAL IMPACT:

The Vista del Calabria development will ultimately provide 149 water and sewer capacity fees for a total of \$1,690,500 and \$2,886,525 respectively after the capacity fee credits have been applied. It will also provide 149 new rate-paying water and sewer customers. Moreover, the development facilitates several important future Capital Projects through the infrastructure it is installing. Such infrastructure would be more expensive were Sunnyslope to conduct the Capital Projects individually.

## ENVIRONMENTAL IMPACT:

The San Benito County Board of Supervisors approved the Initial Study, Mitigated Negative Declaration and Mitigation Monitoring Program and found it complete and in compliance with CEQA requirements, passing a Resolution in a public meeting on October 6, 2020.

RECORDING REQUESTED BY AND  
WHEN RECORDED, RETURN TO:

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

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AGREEMENT FOR WATER AND SEWER FACILITIES AND SERVICE  
FOR THE VISTA DEL CALABRIA DEVELOPMENT

The undersigned District declares:

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

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_ 202\_\_, by and between the SUNNYSLOPE COUNTY WATER DISTRICT, a County Water District organized and existing pursuant to Division 12 of the California Water Code, State of California, ("District") and \_\_\_\_\_ Official Developer Name \_\_\_\_\_ ("Developer").

W I T N E S S E T H:

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

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

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

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

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

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

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

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

c. Construction. Developer shall construct the water and sewer facilities as shown on the plans and specifications approved by District within two (2) calendar years of the date of this Agreement. Upon written request of Developer, District Engineer may extend such time without amendment to this agreement if in her or his sole discretion additional time is warranted. Any changes to the plans and specifications must be approved in advance by the District Engineer. All work, including connections to existing facilities, shall be performed in a manner satisfactory to the District Engineer in his or her reasonable discretion. Developer shall provide at its own expense a report by a competent soils engineer or soils laboratory, indicating that the compaction density in the fills within which water or sewer facilities are to be installed is at least equal to ninety-five percent (95%) compaction and according to such specifications and standards as the District Engineer may prescribe for all or any part of the development water and sewer system.

d. Underground Obstructions. District does not assume any responsibility or liability whatsoever during the construction of the water and sewer systems and facilities. Any location of

underground utility lines, surface or subsurface obstructions given to the Developer or placed on the project drawing by District representatives are for the Developer's convenience and must be verified by Developer in the field. District assumes no responsibility for the sufficiency or accuracy of such information, lines, or obstructions.

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

f. Inspection. District shall have the right at any time and from time to time to inspect work in progress in the construction of the water and sewer system facilities. Developer shall provide and assure the District and its employees and any person or persons designated by it the right to inspect the development water and sewer systems and the plans, materials and work for the systems before, during and after such are installed. Developer shall be responsible for all reasonable costs incurred by the District that are associated with interim and final inspection, completion, additional construction, and testing of the systems as needed or required for the approval of the water and sewer system by the District and any other regulatory agency having jurisdiction (such as the State Division of Drinking Water or California Regional Water Quality Control Board). Within the warranty period, upon notice from the District, the Developer shall promptly correct any damages to on or off-site existing facilities related to the construction of the development water and sewer systems. If Developer fails to commence the correction within thirty (30) days after notice from the District and thereafter diligently pursue it to completion, then the District shall have the right to perform the corrections and Developer shall reimburse the District for its reasonable costs for making such correction. Prior to the delivery of the Deed transferring absolute and unencumbered ownership of the completed water and sewer systems to the District described in Section 6 to the District, Developer shall remit to the District payment of reimbursable costs incurred for inspection, administration and plan review.

g. Testing. All facilities in the development water and sewer systems shall be tested to meet District requirements. No



system or portion thereof will be accepted without meeting District test requirements.

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

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

4. PERMITS, EASEMENTS, LANDSCAPE COMPLIANCE.

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

submitted/conveyed to the District in recordable form prior to District's acceptance of the development water and sewer systems.

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

5. DEPOSIT. Developer hereby agrees to deposit in cash with the secretary of District prior to beginning of construction \_\_\_\_\_ dollars (\$\_\_\_\_\_). This sum consists of 5% of the first \$50,000 of the Engineer's Estimate for development water and sewer systems, plus 4% of the remaining amount, rounded to the nearest \$10. The Engineer's Estimate is \_\_\_\_\_ dollars (\$\_\_\_\_\_). This deposit shall be used by the District to pay for any expenses directly related to the development including but not limited to the District Engineer's charges for examination of plans and checking of specifications and other similar engineering charges, legal fees, and the costs incidental to the inspection of the development water and sewer systems. If such deposit is insufficient to pay all such charges and costs, the Developer hereby agrees to pay all such reasonable charges and costs in excess of the sum so deposited prior to the acceptance of the development water and sewer systems by the District.

6. TRANSFER OF SYSTEMS TO DISTRICT. Full right, title and interest in and to the development water and sewer systems installed pursuant to this Agreement is hereby granted to the District, subject to the conditions precedent of connection of the development water and sewer systems with the water and sewer systems of the District and written Notice of Acceptance thereof by the District. There shall be no obligation upon the District to pay or reimburse the Developer any part of the cost of the development water and sewer systems beyond what is explicitly stated herein. Developer will execute and obtain all signatures of any other parties having any interest (including any Deed of Trust), and deliver a Deed satisfactory in form and content to District, transferring absolute and unencumbered ownership of the completed water and sewer systems to the District together with all real property, interest in real property, easements and rights-of-ways and all overlying and other underground water

rights that are a part of, appurtenant to, or belonging to any parcels now or hereafter served by the development water and sewer systems that are necessary or appropriate in the opinion of the District for the ownership and operation of the systems. All costs of construction of the system shall have been paid for by Developer, the time for filing mechanics liens shall have expired, and the title to the water and sewer systems and the interests in real property transferred shall be good, clear and marketable title, free and clear of all encumbrances, liens or charges. Developer shall pay costs of title insurance if deemed necessary by the District. All construction, including final inspection punch list items must be completed prior to transfer, and the transfer shall not be completed until the Deed transferring the water and sewer systems has been formally accepted by the District. After transfer, the District shall own and be free in every respect to operate and manage the water and sewer systems and to expand, improve, or interconnect with adjacent facilities, as it deems appropriate.

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

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

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

8. ACCEPTANCE AND SERVICE BY DISTRICT. Provided that Developer complies with the provisions of this Agreement, District will accept the water and sewer facilities constituting the development water and sewer systems, and will provide water and sewer services to the Development upon completion and proof supplied to District of the installation thereof, full payment of all costs thereof by Developer and certification by the District Engineer that the development water and sewer systems meet the standards and specifications required by District. Upon satisfaction of such conditions, District shall place the acceptance of the development water and sewer systems on the next District agenda that that is reasonably practicable if deemed necessary by the General Manager. The District will provide water and sewer service only in accordance

with all rules and regulations of the District, including the Developer's prepayment of applicable connection fees, capacity charges, and service charges.

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

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

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

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

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

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

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

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

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

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

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

17. TERMINATION. By written notice to the Developer, the District shall inform the Developer of any failure to perform any of the material terms, covenants or conditions contained herein. If the Developer does not commence to cure such failure within thirty (30) days after being notified, the District may terminate this Agreement for water and sewer service by written notice.

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

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

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

21. ATTORNEYS' FEES. In the event of a lawsuit or other proceeding to enforce or interpret this Agreement, or the parties' performance hereunder, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including the costs and fees of experts engaged for the proceedings, in addition to any other relief granted. The phrase "prevailing party" shall be construed in accordance with California law.

22. FORCE MAJEURE In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, epidemic or pandemic, or any other circumstances beyond the reasonable control and without the fault or negligence of the party affected, the party affected, upon giving prompt notice to the other party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference ; provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

23. SPECIAL TERMS.

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

b. Developer acknowledges that Developer must conform to and follow the most updated District regulations and requirements in effect at the time the plans and specifications are approved with regard to drought and conservation.

c. Developer shall receive a Sewer Capacity Fee Credit from the District in the amount of \$339,325. This credit can only be used to offset payment of sewer capacity fees for the Vista del Calabria development. The individual components of this credit are summarized and justified below.

- 1) Developer is required to construct a new sanitary sewer lift station and force main to pump wastewater created by the development's 149 units into Sunnyslope's existing gravity sewer system in Ridgemark. This lift station will replace Sunnyslope's existing Oak Canyon lift station which serves 260 existing customers. Developer estimates the cost of the lift station and force main to be \$503,540. Existing District customers would be responsible for approximately 63.6% of the lift station flow. Therefore, the District shall give a credit for 63.6% of the estimated cost equaling \$320,250.
- 2) In order for the existing District customers to be connected to the new lift station and abandon the existing Oak Canyon lift station, 1,100 feet of sewer must be 15-20 feet deep. Developer estimates the additional cost for the deep sewer to be \$76,300. This cost will be split with the District responsible for 25% and Developer responsible for 75%. Therefore, the District shall give a credit equaling \$19,075.

d. Developer shall receive a Water Capacity Fee Credit from the District in the amount of \$97,000. This credit can only be used to offset payment of water capacity fees for the Vista del Calabria development. The individual components of this credit are summarized and justified below.

- 1) Developer shall be required to replace approximately 300 linear feet of existing 6" water pipe owned by the District with 12" pipe from the terminus of Georges Dr to the intersection of Donald Dr. This off-site work will improve the hydraulics of the District's High Pressure Zone in the water distribution system, but provides minimal benefit to the development. This District assumes costs of \$75 per foot for pipe installation, \$1,500 per water service for replacing 2 services, and \$4,500 for the tie-in to the District's existing system. Therefore, the District shall give a credit equaling \$30,000.

- 2) Developer shall be required to install approximately 1,000 linear feet of 12" water pipe to connect the High Pressure Zone with the District's Well #7 site. This provides minimal benefit to the development. The Developer estimates the cost to be \$67,500. Therefore, the District shall give a credit equaling \$67,500.



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

"District"

SUNNYSLOPE COUNTY WATER DISTRICT, a public corporation

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Jerry Buzzetta  
President, Board of Directors,  
Sunnyslope County Water District

ATTEST:

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Drew A. Lander  
District Secretary

"Developer"

\_\_\_\_\_Official Developer Name\_\_\_\_\_

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Signer Name  
Signer Position

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

STATE

OF

CALIFORNIA

COUNTY OF SAN BENITO

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

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

STATE OF CALIFORNIA  
COUNTY OF SAN BENITO

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
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STATE OF CALIFORNIA  
COUNTY OF SAN BENITO

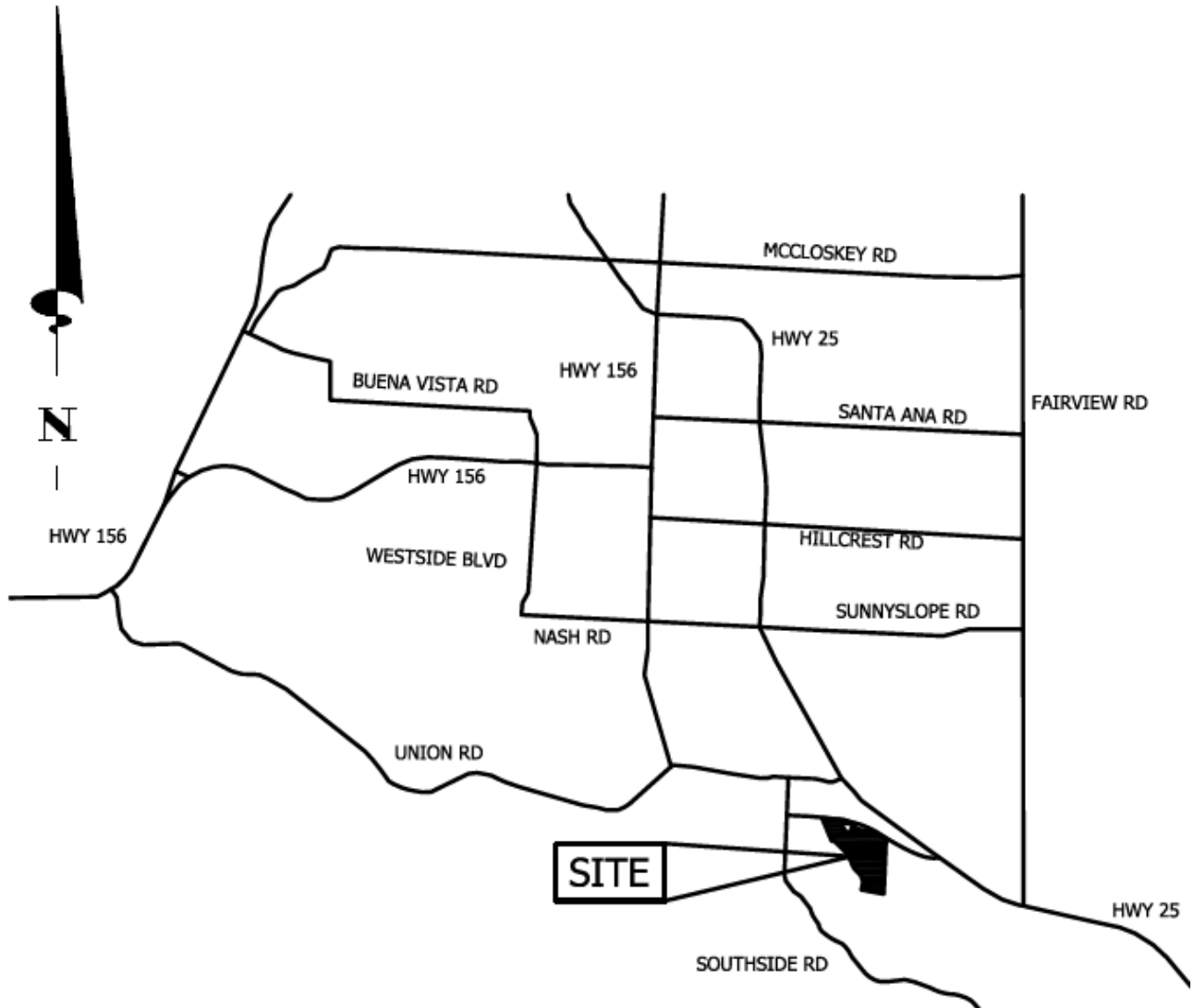
On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_,  
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I certify under PENALTY OF PERJURY under the laws of the State of  
California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**  
**(Vicinity Map of Development)**



**EXHIBIT B**  
**(Map of Development)**

