

**BOARD OF DIRECTORS
SAN BENITO COUNTY WATER DISTRICT
Agenda For
January 25, 2023
Regular Meeting – 5:00 p.m.
30 Mansfield Road – Hollister, California 95023**

Assistance for those with disabilities:

If you have a disability and need accommodation to participate in the meeting, please call Barbara Mauro, Board Clerk, at (831) 637-8218, 48 hours prior to meeting for assistance so the necessary arrangements can be made.

Effective at the April 27, 2022, The Board of Directors is now allowing the public to attend in person at all meetings of the San Benito County Water District Board. We will also continue to offer the meeting via Zoom as well. Regarding virtual participation, members of the public are instructed to be on mute during the proceedings and to speak only when public comment is allowed, after requesting and receiving recognition from the Board President.

ZOOM LINK

<https://us06web.zoom.us/j/81755545646?pwd=eHB3WEw3NThVSFkxMmpWaXhnRUpWZz09>

Meeting ID

817 5554 5646

Passcode:

762449

Dial Only:

Dial by your location

+1 669 444 9171 US

+1 720 707 2699 US (Denver)

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

Agenda Packet is available on our website:

<https://www.sbcwd.com/agendas/>

If you plan to participate in the meeting and need assistance, please call
Barbara Mauro, Board Clerk, at (831) 637-8218, 48 hours prior to meeting.

CALL TO ORDER

- a. Pledge of Allegiance to the Flag
- b. Roll Call
- c. Speakers will be limited to 5 minutes to address the Board; rebuttal will be limited to 3 minutes; no new business agenda items will be heard after 8:00 p.m.
- d. Approval of Agenda
- e. Public Input: Members of the Public are Invited to Speak on any Matter not on the Agenda

PUBLIC APPEARANCE

- a. Consider Resolution Recognizing Natalie Sullivan for her 21 Years of Service to the District

CONSENT AGENDA:

(Consent items shall be considered as a whole and without discussion unless a particular item is removed from the consent agenda. Board member may discuss individual items or seek information from staff or legal counsel without removing the item from the Consent Agenda. A member of the public should seek recognition by the President if comment is desired. Approval of consent items shall be made by one motion.)

- | | | | |
|----|--|-------------------|-----------------|
| 1. | Approval of Minutes for: | December 21, 2022 | Regular Meeting |
| | | January 9, 2023 | Special Meeting |
| 2. | Allowance of Claims | | |
| 3. | Acknowledgement of Paid Claims prior to the January Board Meeting | | |
| 4. | Acceptance of Quarterly Investment Report, December 31, 2022 | | |
| 5. | On Call Contracts – Status Updates | | |
| 6. | Consider Resolution regarding the District Manager/General Manager’s Authority to Approve Water Transfers and Execute Documents on behalf of said District and to Conduct Certain Banking Transactions | | |
| 7. | Consider Resolution Designating Agents to make transfers on the Local Agency Investment Fund (LAIF) | | |
| 8. | Consider Resolution Amending the Standard Model Conflict of Interest Code for the San Benito County Water District | | |

REGULAR AGENDA:

9. Public Hearing regarding 2023-2024, 2024-2025 and 2025-2026 Zone 6 Water Years San Felipe Distribution System Rates and Charges and 2023-2024, 2024-2025 and 2025-2026 Groundwater Charges
 - a. Proof of Mailing and Proof of Publication submitted for Notice of Public Hearing
 - b. Presentation of 2023-2024, 2024-2025 and 2025-2026 Water Years San Felipe Distribution System Rates and Charges and 2023-2024, 2024-2025 and 2025-2026 Groundwater Charges
 - c. Open Public Hearing
 - i. Consider Written Protests

- d. Close Public Hearing and Adjourn if there is a Majority Protest or continue to later date
 - e. If there is no Majority Protest, Consider Adoption of 2023-2024, 2024-2025 and 2025-2026 Water Years San Felipe Distribution System Rates and Charges and 2023-2024, 2024-2025 and 2025-2026 Groundwater Charges
 - i. Consider Ordinance Establishing San Felipe Distribution System Water Rates and Charges for Agricultural and Non-Agricultural (Municipal and Industrial) Water for the 2023-2024, 2024-2025 and 2025-2026 Water Years
 - ii. Consider Resolution Establishing Groundwater Charges in Zone 6 for the 2023-2024, 2024-2025 and 2025-2026 Water Years
10. Public Hearing regarding the 2023-2024, 2024-2025 and 2025-2026, Rates and Charges for the Recycled Water
- a. Proof of Mailing and Proof of Publication submitted for Notice of Public Hearing
 - b. Presentation of the 2023-2024, 2024-2025 and 2025-2026 Rates and Charges for the Recycled Water
 - c. Open Public Hearing
 - i. Consider Written Protests
 - d. Close Public Hearing and Adjourn if there is a Majority Protest or continue to later date
 - e. If there is no Majority Protest, Consider Approval of Ordinance for the 2023-2024, 2024-2025 and 2025-2026 Rates and Charges for the Recycled Water
11. Public Hearing regarding Zone 6 Standby or Availability Charge for the 2023-2024, 2024-2025 and 2025-2026 Water Years
- a. Proof of Publication submitted for Notice of Public Hearing
 - b. Presentation of Establishing Standby or Availability Charge for the 2023-2024, 2024-2025 and 2025-2026 Water Years
 - c. Open Public Hearing
 - i. Consider Written Protests

- d. Close Public Hearing and Adjourn if there is a Majority Protest or continue to a later date
 - e. If there is no Majority Protest, Consider Resolution Establishing Standby or Availability Charge for the 2023-2024, 2024-2025 and 2025-2026 Water Years
12. Consider Resolution Authorizing an Application be made to the California Department of Water Resources for an Integrated Regional Water Management Grant pursuant to the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Water Code Section 79700 et. seq.), enter into an agreement and granting District/General Manager Authorization to Execute Documents in relation thereto
13. Authorize General Manager to Execute Amendment 27 with HDR, Inc. to prepare design, environmental documents and permitting associated with the Accelerated Drought Response Project (NTE \$3,407,519)
14. Committee/Agency Representative Reports:
- a) San Luis Delta Mendota Water Authority
 - b) Investment Committee (Flores/Williams)
15. Monthly Operations and Maintenance Report
16. General Manager's Report:
- a) Reach 1 Operations
 - b) Zone 3 Operations
 - c) Zone 6 Operations
 - d) San Luis Delta Mendota Authority Activities
 - e) Pacheco Reservoir Expansion Project
 - f) City of San Juan Bautista Water Supply Plan
17. Adjournment

Adjournment - Unless there is a special meeting prior to that time, the next regular meeting of the Board will be Wednesday, February 22, 2023. Meetings are held at the District office, 30 Mansfield Road, Hollister, California. **LAST DAY TO FILE CLAIMS** against the District is the second Friday of each month, except in November and December. Usually meeting dates change in those months because of holidays. The Board may hold a closed session to discuss personnel matters, litigation or employee negotiations as authorized by the Ralph M. Brown Act, Evidence Code #950-962 or other appropriate State law.

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 30 Mansfield Road, Hollister, California.



Agenda

Item

Public Appearance (a)

RESOLUTION NO. 2023-02

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN BENITO COUNTY WATER DISTRICT
RECOGNIZING NATALIE SULLIVAN
FOR HER TWENTY-ONE YEARS OF SERVICE**

WHEREAS, Natalie Sullivan served the San Benito County Water District for over twenty-one years from January 22, 2002 until her retirement on February 3, 2023; and

WHEREAS, she started her employment as an Accountant and is retiring as the Finance Manager; and

WHEREAS, Natalie's achievements with the District include receiving the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting each year since 2012 and overseeing the restructuring of the Water Resources Association as a fiduciary entity of the District; and

WHEREAS, her commitment to the accuracy of the District's Annual Comprehensive Financial Report and timely completion of the annual financial statement audits supported the District in making informed decisions to meet current and future financial goals.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the San Benito County Water District hereby proclaims its appreciation to Natalie Sullivan for her service, commitment and contribution to the District and wishes Natalie the best of luck in her retirement.

BE IT FURTHER RESOLVED that the President of the Board is authorized to sign said Resolution, on behalf of this Board and District.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the San Benito County Water District held on January 25, 2023 by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT

(Signature of presiding Board member
Attested by Board Secretary
Resolution #2023-02)

Sonny Flores
President

ATTEST:

Joyce Machado
Manager of Administration, Finance,
and Business Services

December 21, 2022
Regular Meeting
5:03 p.m.

The Board of Directors of the San Benito County Water District convened in regular session on Wednesday, December 21, 2022 at 5:03 p.m. at the San Benito County Water District office at 30 Mansfield Road, Hollister, California. Members present were: President Joe Tonascia, Vice President Sonny Flores and Directors Andrew Shelton, Doug Williams and Mark Wright. Also present were District Manager Jeff Cattaneo, Assistant General Manager Steve Wittry, District Counsel Jeremy T. Liem, Manager of Administration, Finance and Business Services Joyce Machado, Finance Manager Natalie Sullivan, Water Conservation Program Manager Shawn Novack, Associate Engineer David Macdonald, Operations and Maintenance Supervisor Michael Craig and Board Clerk/Office Specialist III Barbara Mauro.

CALL TO ORDER

President Tonascia called the meeting to order at 5:03 p.m.

- a. **Pledge of Allegiance to the Flag**
President Tonascia led the Pledge of Allegiance.
- b. **Roll Call**
Mrs. Mauro called roll; members present were: President Tonascia, Vice President Flores and Directors Shelton, Williams and Wright.
- c. **Speakers will be limited to 5 minutes to address the Board; rebuttal will be limited to 3 minutes; no new business agenda items will be heard after 8:00 p.m.**
- d. **Approval of Agenda**
With a motion by Director Williams and a second by Director Shelton, the Board of Directors approved the agenda with 5 affirmative votes, Tonascia, Flores, Shelton, Williams and Wright.
- e. **Public Input: Members of the Public are Invited to Speak on any Matter not on the Agenda**
There were no public comments.

CONSENT AGENDA:

1. **Approval of Minutes for: November 30, 2022 Regular Meeting**
2. **Allowance of Claims**
3. **Recognizing Leo Vasquez for 15 Years of Service, Certificate Issued**
Mr. Novack asked to speak regarding Mr. Vasquez. Mr. Novack stated Leo is a very pleasant, hard-working employee who is great with customers. Mr. Novack really appreciates all he has done for the District. President Tonascia added Leo is an excellent employee.

With a motion by Vice President Flores and a second by Director Williams, the Consent Agenda was approved with 5 affirmative votes, Tonascia, Flores, Shelton, Williams and Wright.

REGULAR AGENDA:

4. On Call Contracts – Status Updates

Mrs. Machado gave this update. At the October meeting, the Board asked for this to be a regular item on the Consent Agenda. Because it is the first report, it is appearing on the regular agenda.

a. Primex

A contract has been issued to Primex, NTE \$400,000. So far, two task orders have been issued, one for \$30,000 and the second for \$130,665; both issued in December. Primex is upgrading the District's RTU's.

b. Todd Groundwater

A contract has been issued to Todd Groundwater, NTE \$250,000 annually. To date, one task order has been issued for \$50,000, in December. Mr. Cattaneo reviewed what Todd Groundwater is doing for the District. Vice President Flores asked if this would be on the Consent Agenda for future agendas? Mrs. Machado confirmed it would be.

5. Discuss and Consider Resolution Setting a Public Hearing Date for the Purpose of Fixing the Standby or Availability Charge for the 2023-24, 2024-25 and 2025-26 Water Years

Mrs. Machado reviewed this item for the Board. This item refers to 70.6.6 of the District Act, requiring the District approve a resolution setting a public hearing to approve the Standby or Availability Charges. Also, since 1996, the Standby or Availability Charge has been \$6.00 per acre as an annual charge. In order to increase this amount, the District would have to go through the Prop 218 process, per Mrs. Machado.

With a motion by Director Williams and a second by Director Shelton, the Board of Directors approved Resolution #2022-31, *A Resolution of the Board of Directors of the San Benito County Water District Setting a Public Hearing Date for the Purpose of Fixing the Standby or Availability Charge for the 2023-24, 2024-25 and 2025-26 Water Years* with 5 affirmative votes, Tonascia, Flores, Shelton, Williams and Wright.

6. Status of Lessalt and West Hills Water Treatment Plants

Mr. Macdonald gave the status report on this item. On November 5, 2022, an automobile accident occurred near the West Hills Water Treatment Plant, hitting an electrical pole, sending a surge to the plant which damaged some equipment. The approximate cost of the equipment needed for this repair is \$86,000 and could take 6-8 weeks to obtain and install. Once the equipment is installed, Mr. Macdonald stated another assessment will be done. Mr. Macdonald also reported the Lessalt Plant is being brought back up asap, hopefully by the end of December.

President Tonascia asked how long Lessalt has been down. Mr. Cattaneo stated about 18 months, but he wasn't sure of the exact time.

Director Williams asked if the driver of the automobile involved in the accident had insurance and Director Shelton asked if a claim had been submitted. Mr. Wittry stated this is an active claim and everything has been turned in. Mr. Cattaneo added the plant

does have surge protection, but not where the surge happened, which was an odd occurrence.

7. Committee/Agency Representative Reports:

- a) **San Luis Delta Mendota Water Authority (Tonascia/Cattaneo)**
This will be covered under the District Manager's Report.
- b) **Water Resources Association (Flores/Shelton)**
Director Flores reported water conservation efforts were discussed as well as extending the turf removal program. Mr. Novack added the committee agreed to take an additional \$80,000 from reserves to supplement the turf program while waiting for the results of the grant application.
- c) **Finance Committee (Tonascia/Williams)**
Director Williams reported the committee reviewed the budget versus the actuals.
- d) **Personnel Committee (Flores/Tonascia)**
Director Tonascia stated the committee reviewed the District's personnel.

8. Monthly Operations and Maintenance Report

Mr. Craig, using a PowerPoint, reported on the maintenance activities;

- 1. Repair at Flow Structure #1
- 2. Replacement of a 24-inch water valve which also included welding following the repair and reloading the pipe
- 3. Also a few projects to do in San Juan Bautista-good time of year to do them

9. District Manager's Report:

Mr. Cattaneo distributed a letter to the Board, stating his last day would be January 20, 2023. He thanked the Board for his time at the District and stated how there have been some challenging times with the low water allocations we've had.

- a) **Reach 1 Operations**
Mr. Cattaneo reported that Reach 1 is still down due to maintenance and may continue to be down through January. Santa Clara Valley Water District (SCVWD) has new board members; Gary Kreman is now off the Board. Mr. Kreman was a supporter of the relationship between our District and SCVWD. Mr. Cattaneo hopes the Pacheco Reservoir Expansion Project goes forward.
- b) **Zone 3 Operations**
Mr. Cattaneo stated there isn't much to report except there is a small amount of water in Hernandez Reservoir following the recent storm.
- c) **Zone 6 Operations**
Mr. Cattaneo reported the District continues to operate off of San Justo Reservoir and that there isn't a lot of activity at this time.
- d) **San Luis Delta Mendota Authority Activities**

Mr. Cattaneo reported the B F Sisk Dam Raise project is moving forward, slowly. He stated there is much to do on this project, such as coordinate with the Bureau and prepare cost sharing agreements.

Regarding the North of Delta Water Activity Agreement, Mr. Cattaneo stated that it is also moving forward.

Mr. Cattaneo also discussed the overall cost allocation issue as it relates to Westlands and their percentage share. The proposed new cost allocation has everyone paying more but Westlands.

Mr. Cattaneo reported the proposed budget was also discussed.

e) City of San Juan Bautista Water Supply Plan

Mr. Wittry discussed this item. He reported there are two agreements the District is reviewing with the City of San Juan Bautista (City); an addendum to the Water Supply and Treatment Agreement and the Construction Agreement for the water line from West Hills. Mr. Wittry stated there are concerns especially with the addendum. There are 3 alternates that can be done during the construction CalTRANS is doing on Highway 156 as related to the water line to the City. If it works to put in the crossings now, before the construction gets to that point, it could result in a considerable savings. Mr. Wittry reported the District needs to know if the City intends to go forward or not.

Vice President Flores asked if the City Council is aware there are issues on these agreements. Perhaps the District could meet with the Council and discuss? Mr. Wittry stated it would be an advantage for the Council to be aware of the current situation.

Director Shelton asked what the cost difference would be; Mr. Wittry stated about \$500,000.

f) ACWA/JPIA recognition of District's loss ratio of 20% or less in Liability, Property and Workers' Compensation programs

Mr. Cattaneo reported the District is being recognized for a loss ratio of 20% or less; we have had very few claims.

10. Board Organization

a. Election of Officers

President

A motion to elect Sonny Flores as the 2023 President was made by Director Williams and seconded by Director Shelton; Sonny Flores was elected as President by 5 affirmative votes, Tonascia, Flores, Shelton, Williams and Wright.

Vice President

A motion to elect Andrew Shelton as the 2023 Vice President was made by Director Williams and seconded by Vice President Flores; Andrew Shelton was elected as Vice President by 5 affirmative votes, Tonascia, Flores, Shelton, Williams and Wright.

11. Adjournment

With no further business to discuss, the meeting was adjourned at 5:55 p.m.

Sonny Flores, President

Barbara L. Mauro, Board Clerk

January 9, 2023
Special Meeting
5:02 p.m.

The Board of Directors of the San Benito County Water District convened in special session on Monday, January 9, 2023 at 5:02 p.m. at the San Benito County Water District office at 30 Mansfield Road, Hollister, California. Members present were: President Sonny Flores, and Directors Joe Tonascia, Doug Williams and Mark Wright; Vice President Andrew Shelton was absent. Also present were District Manager Jeff Cattaneo, Assistant General Manager Steve Wittry, District Counsel Jeremy T. Liem, Manager of Administration, Finance and Business Services Joyce Machado, Finance Manager Natalie Sullivan, Water Resources Technician I Dustin Franco and Board Clerk/Office Specialist III Barbara Mauro.

CALL TO ORDER

President Flores called the meeting to order at 5:02 p.m.

a. Pledge of Allegiance

President Flores led the Pledge of Allegiance.

b. Roll Call

Mrs. Mauro called roll. Members present were: President Flores and Directors Tonascia, Williams and Wright; Vice President Shelton was absent.

c. Speakers will be limited to 5 minutes to address the Board

d. Approval of the Agenda

With a motion by Director Williams and a second by Director Wright, the Agenda was approved with 4 affirmative votes, Flores, Tonascia, Williams and Wright and there was 1 absence, Shelton.

PUBLIC APPEARANCE

a. Consider Resolution Recognizing Jeff Cattaneo for his 22 Years of Service to the District

President Flores read the resolution recognizing Jeff Cattaneo into the record. Both President Flores and Director Tonascia thanked Mr. Cattaneo for his time with the District. Mr. Cattaneo stated he enjoyed his time at the District.

With a motion by Director Tonascia and a second by Director Williams, the Board of Directors approved Resolution #2023-01, *A Resolution of the Board of Directors of the San Benito County Water District Recognizing Jeff Cattaneo for his 22 Years of Service to the District* with 4 affirmative votes, Flores, Tonascia, Williams and Wright and there was 1 absence, Shelton.

CONSENT AGENDA

1. Allowance of Claims

Director Tonascia made a motion, and it was seconded by Director Williams, the Board of Directors approved the Consent Agenda with 4 affirmative votes, Flores, Tonascia, Williams and Wright and there was 1 absence, Shelton.

REGULAR AGENDA

2. Consider Appointment of District Engineer, Steve Wittry

Mr. Cattaneo stated the position of District Engineer has been vacant since Glenn Micko left the District. The Board's action would be to appoint Mr. Wittry as District Engineer.

With a motion by Director Tonascia and a second by Director Williams, the Board of Directors appointed Steve Wittry as District Engineer with 4 affirmative votes, Flores, Tonascia, Williams and Wright and there was 1 absence, Shelton.

3. Consider Appointment of Steve Wittry to District Manager upon the retirement of the current District Manager, Jeff Cattaneo

Mr. Liem reviewed this item for the Board. Mr. Liem reported the District Act states the lead employee is the District Manager. While the responsibilities of the General Manager are the same as the District Manager, Mr. Liem stated our District Act still only lists District Manager, so we should make this appointment.

With a motion by Director Williams and a second by Director Wright, the Board of Directors approved the Appointment of Steve Wittry to District Manager upon the retirement of the current District Manager, Jeff Cattaneo by 4 affirmative votes, Flores, Tonascia, Williams and Wright and there was 1 absence, Shelton.

4. Public Hearing regarding 2022 Annual Groundwater Report

a. Proof of Publication submitted on Notice of Public Hearing, Annual Groundwater Report

Mrs. Mauro verified the proof of publication.

b. Presentation of Report

Mr. Wittry stated this is the second year of a somewhat hybrid report. Because the District became the Groundwater Sustainability Agency (GSA) in 2022, the District is required by the Sustainability Groundwater Management Act (SGMA) to file a report each April. This report contains similar information to the District's former Annual Groundwater Report. However, due to requirements from our District Act, the District must still hold a public hearing in January each year, giving the conditions of the groundwater in San Benito County and have the Board adopt the statement of findings and recommendations. Mr. Wittry then reviewed his report which was similar to last year's that the basin is not in overdraft. The Board's actions are to adopt the findings and the recommendations for the groundwater charge.

c. Questions of Directors

There were no questions from the Directors.

d. Open Public Hearing

President Flores opened the Public Hearing.

e. Close Public Hearing or continue to later date

With no questions from the public, President Flores closed the Public Hearing.

f. Consider Adoption of Statement of Findings and Recommendations

With a motion by Director Tonascia and a second by Director Williams, the Board of Directors adopted the Statement of Findings and Recommendations with 4 affirmative votes, Flores, Tonascia, Williams and Wright and there was 1 absence, Shelton.

g. Consider Acceptance of 2022 District Engineer's Report on Annual Groundwater Conditions and Recommendation on Groundwater Charges

With a motion by Director Williams and a second by Director Wright, the Board of Directors accepted the 2022 District Engineer's Report on Annual Groundwater Conditions and Recommendation on Groundwater Charges with 4 affirmative votes, Flores, Tonascia, Williams and Wright and there was 1 absence, Shelton.

5. Consider Authorizing District Manager to update investments with Union Banc Investment Services for an additional \$5 million

Mr. Cattaneo stated the Bond market appears to be peaking and staff is recommending the Board invest an additional \$5 million into the bond market. In May and August, two bonds will be maturing, each \$2.8 million and there will also be another property tax payment received in May of 2023. Mr. Cattaneo stated with bonds yielding approximately 4%, it would be prudent to invest additional funds.

With a motion by Director Tonascia and a second by Director Williams, the Board of Directors authorized the District Manager to update investments with Union Banc Investment Services for an additional \$5 million with 4 affirmative votes, Flores, Tonascia, Williams and Wright and there was 1 absence, Shelton.

ADJOURNMENT

With no further business to discuss, the meeting was adjourned at 5:22 p.m.

Sonny Flores, President

Barbara L. Mauro, Board Clerk

Batch ID:	CK012523	Audit Trail Code:	PMCHK00000954
Batch Comment:	Board Claims, January 25, 2023	Posting Date:	1/25/2023

IT IS CERTIFIED THAT THE FOLLOWING IS A TRUE LIST OF CLAIMS PROPERLY
AND REGULARLY COMING BEFORE THE BOARD OF DIRECTORS OF SAID
DISTRICT ON: JANUARY 25, 2023

Check #	Date	Payment Number	Vendor ID	Check Name	Amount
0056825	1/25/2023	030602	A1JAN	A-1 Services	\$524.00
0056826	1/25/2023	030603	BEFOR	Before the Movie Inc	\$249.00
0056827	1/25/2023	030604	BRIGA	Brigantino Irrigation	\$170.36
0056828	1/25/2023	030605	CENTRAL	Central Ag Supply LLC	\$194.84
0056829	1/25/2023	030606	CINTA	Cintas Corporation	\$200.04
0056830	1/25/2023	030607	CMANA	CM Analytical Inc	\$11,450.00
0056831	1/25/2023	030608	CSISE	CSI Services Inc	\$19,800.00
0056832	1/25/2023	030609	DATAF	Dataflow Business Systems Inc	\$924.39
0056833	1/25/2023	030610	ELCCO	ELC Consulting	\$1,866.60
0056834	1/25/2023	030611	FOSTE	Foster & Foster Inc	\$8,141.00
0056835	1/25/2023	030612	GEICO	GEI Consultants Inc	\$2,196.00
0056836	1/25/2023	030613	GOLDEN	Golden State Portables	\$660.00
0056837	1/25/2023	030615	GUTIE	Gutierrez Consultants	\$6,345.50
0056838	1/25/2023	030616	HAUTO	Hollister Auto Parts Inc	\$252.12
0056839	1/25/2023	030617	ICONI	ICONIX Waterworks Inc	\$39,554.46
0056840	1/25/2023	030618	INDEP	Independent Business Forms Inc	\$668.67
0056841	1/25/2023	030619	JOHNS	Johnson Lumber Company	\$162.96
0056842	1/25/2023	030620	JOHNSM	John Smith Landfill	\$62.13
0056843	1/25/2023	030621	MCKIN	McKinnon Lumber Inc	\$408.80
0056844	1/25/2023	030622	MICKO	Micko Consultants	\$425.00
0056845	1/25/2023	030623	MISSIO	Mission Village Voice Media LLC	\$305.00
0056846	1/25/2023	030624	NEWSV	New SV Media Inc	\$1,065.60
0056847	1/25/2023	030625	NEXGE	NEXGEN Asset Management	\$23,000.00
0056848	1/25/2023	030626	PALAC	Palace Business Solutions	\$907.96
0056849	1/25/2023	030627	PATDA	Pat Davis Design Group Inc.	\$665.00
0056850	1/25/2023	030628	PIPAL	Pipal Spurzem & Liem LLP	\$1,480.00
0056851	1/25/2023	030629	PITBO	Pitney Bowes	\$937.62
0056852	1/25/2023	030630	RAFTE	Raftelis	\$1,653.75
0056853	1/25/2023	030631	ROSSI	Rossi's Tire & Auto Service	\$1,390.81
0056854	1/25/2023	030632	SBCEL	San Benito County Elections	\$24,308.93
0056855	1/25/2023	030633	SBENG	San Benito Engineering	\$4,957.00
0056856	1/25/2023	030634	SPEEDEE	SpeedDee Oil Change and Tune Up	\$313.90
0056857	1/25/2023	030635	SSCWD-TP	Sunnyslope County Water District	\$31,629.57
0056858	1/25/2023	030636	TODDE	Todd Groundwater	\$63,055.25
0056859	1/25/2023	030637	TOROP	Toro Petroleum Corporation	\$1,360.84
0056860	1/25/2023	030638	USBNK-CC	US Bank Corporation	\$3,931.69
0056861	1/25/2023	030639	WRIWE	Wright Bros Welding	\$3,676.21
0056862	1/25/2023	030640	ZEIAL	Alan Zeisbrich	\$1,920.00
Total Checks:	38			Checks Total:	\$260,815.00

* Voided Checks

Check #	Date	Payment Number	Vendor ID	Check Name	Amount
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STATE OF CALIFORNIA
COUNTY OF SAN BENITO

I DO HEREBY CERTIFY, UNDER THE PENALTY OF PERJURY AT HOLLISTER, CALIFORNIA
THIS 25TH DAY OF JANUARY 2023 THAT THE FOREGOING DEMANDS ENUMERATED HAVE
BEEN AUDITED; THAT THE SAME ARE ACCURATE AND JUST CLAIMS AGAINST THE DISTRICT;
AND THAT THERE ARE FUNDS AVAILABLE FOR PAYMENT.

Joyce Machado
Prepared by: Accountant

[Signature]
Submitted by: District Manager

APPROVED BY BOARD OF DIRECTORS ON: _____

Date

President

Payment Fund Responsibility

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Payment#	Date	Check Total	Vendor ID	Vendor Name			
030602	1/20/2023	\$524.00	A1JAN	A-1 Services			
Voucher:	047106	Invoice: 4741		Date: 1/2/2023	Janitorial Services	Doc Amt:	\$524.00
	Allocations:	\$30.60	100-6275-0000-563-06	CS-Maint 10/5/85			
	Allocations:	\$15.30	300-6275-0000-563-06	CS-Maint 10/5/85			
	Allocations:	\$260.10	600-6275-0000-563-06	CS-Maint 10/5/85			
	Allocations:	\$21.80	100-6275-0000-563-06	CS-Maint 10/5/85			
	Allocations:	\$10.90	300-6275-0000-563-06	CS-Maint 10/5/85			
	Allocations:	\$185.30	600-6275-0000-563-06	CS-Maint 10/5/85			

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$52.40 Fund 300: \$26.20 Fund 600: \$445.40
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
030603	1/20/2023	\$249.00	BEFOR	Before the Movie Inc			
Voucher:	047217	Invoice: 41858		Date: 11/2/2022	On-Screen Ad	Doc Amt:	\$249.00
	Allocations:	\$249.00	803-6865-0000-562	Advertising/Public Info (PI)			

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$0.00
 Fund 700: \$0.00 Fund 803: \$249.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
030604	1/20/2023	\$170.36	BRIGA	Brigantino Irrigation			
Voucher:	047223	Invoice: 220000022516		Date: 1/12/2023	Maintenance Supplies	Doc Amt:	\$170.36
	Allocations:	\$170.36	600-6320-0000-542	Supplies-TM			

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$170.36
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
030605	1/20/2023	\$194.84	CENTRAL	Central Ag Supply LLC			
Voucher:	047196	Invoice: 1-2711		Date: 12/19/2022	Maintenance Supplies	Doc Amt:	\$194.84
	Allocations:	\$194.84	600-6320-0000-542	Supplies-TM			

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$194.84
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
030606	1/20/2023	\$200.04	CINTA	Cintas Corporation			
Voucher:	047172	Invoice: 4142426969		Date: 1/4/2023	Weekly Service	Doc Amt:	\$51.43
	Allocations:	\$5.14	100-6275-0000-563-06	CS-Maint 10/5/85			

Allocations: \$2.57 300-6275-0000-563-06 CS-Maint 10/5/85
 Allocations: \$43.72 600-6275-0000-563-06 CS-Maint 10/5/85

Voucher: 047202 Invoice: 4143066872 Date: 1/10/2023 Weekly Service Doc Amt: \$51.43
 Allocations: \$5.14 100-6275-0000-563-06 CS-Maint 10/5/85
 Allocations: \$2.57 300-6275-0000-563-06 CS-Maint 10/5/85
 Allocations: \$43.72 600-6275-0000-563-06 CS-Maint 10/5/85

Voucher: 047242 Invoice: 4143707498 Date: 1/17/2023 Weekly Service Doc Amt: \$97.18
 Allocations: \$9.72 100-6275-0000-563-06 CS-Maint 10/5/85
 Allocations: \$4.86 300-6275-0000-563-06 CS-Maint 10/5/85
 Allocations: \$82.60 600-6275-0000-563-06 CS-Maint 10/5/85

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$20.00 Fund 300: \$10.00 Fund 600: \$170.03
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
030607	1/20/2023	\$11,450.00	CMANA	CM Analytical Inc

Voucher: 047165 Invoice: 79657 Date: 12/27/2022 Water Quality Testing Doc Amt: \$8,560.00
 Allocations: \$1,890.00 600-6270-0135-511 CS Ops-Water Quality Grwtr-SSO
 Allocations: \$210.00 300-6270-0135-511 CS-Ops-Water Quality Groundwater-SSO
 Allocations: \$1,120.00 600-6270-0000-541 CS-Operations-TO
 Allocations: \$4,290.00 600-6270-0604-541 CS Operations Recycled Water Project
 Allocations: \$1,050.00 700-6270-0135-511 CS-Ops-Water Quality Groundwater-SSO

Voucher: 047205 Invoice: 79930 Date: 1/10/2023 Water Quality Testing Doc Amt: \$2,890.00
 Allocations: \$1,755.00 600-6270-0135-511 CS Ops-Water Quality Grwtr-SSO
 Allocations: \$195.00 300-6270-0135-511 CS-Ops-Water Quality Groundwater-SSO
 Allocations: \$700.00 700-6270-0135-511 CS-Ops-Water Quality Groundwater-SSO
 Allocations: \$240.00 600-6270-0000-541 CS-Operations-TO

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$405.00 Fund 600: \$9,295.00
 Fund 700: \$1,750.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
030608	1/20/2023	\$19,800.00	CSISE	CSI Services Inc

Voucher: 047266 Invoice: 11785 Date: 1/7/2023 Contracted Maintenance Doc Amt: \$19,800.00
 Allocations: \$19,800.00 600-6275-0939-542 CS- Maintenance-Blue Valve Paint Project

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$19,800.00
 Fund 700: \$0.00 Fund 803:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name				
030609	1/20/2023	\$924.39	DATAF	Dataflow Business Systems Inc				
Voucher:	047199	Invoice:	349145	Date:	1/6/2023	Copier Lease	Doc Amt:	\$319.62
	Allocations:	\$16.80	100-6450-0000-562-06	Tool & Equipment	Rental GA 10/5/85			
	Allocations:	\$8.40	300-6450-0000-562-06	Tool & Equipment	Rental GA 10/5/85			
	Allocations:	\$142.77	600-6450-0000-562-06	Tool & Equipment	Rental GA 10/5/85			
	Allocations:	\$15.17	100-6275-0000-563-06	CS-Maint 10/5/85				
	Allocations:	\$7.58	300-6275-0000-563-06	CS-Maint 10/5/85				
	Allocations:	\$128.91	600-6275-0000-563-06	CS-Maint 10/5/85				
Voucher:	047200	Invoice:	348878	Date:	1/3/2023	Copier Lease	Doc Amt:	\$436.81
	Allocations:	\$16.80	100-6450-0000-562-06	Tool & Equipment	Rental GA 10/5/85			
	Allocations:	\$8.40	300-6450-0000-562-06	Tool & Equipment	Rental GA 10/5/85			
	Allocations:	\$142.77	600-6450-0000-562-06	Tool & Equipment	Rental GA 10/5/85			
	Allocations:	\$26.89	100-6275-0000-563-06	CS-Maint 10/5/85				
	Allocations:	\$13.44	300-6275-0000-563-06	CS-Maint 10/5/85				
	Allocations:	\$228.52	600-6275-0000-563-06	CS-Maint 10/5/85				
Voucher:	047201	Invoice:	349429	Date:	1/9/2023	Copier Lease	Doc Amt:	\$167.96
	Allocations:	\$16.80	100-6450-0000-562-06	Tool & Equipment	Rental GA 10/5/85			
	Allocations:	\$8.40	300-6450-0000-562-06	Tool & Equipment	Rental GA 10/5/85			
	Allocations:	\$142.77	600-6450-0000-562-06	Tool & Equipment	Rental GA 10/5/85			

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$92.44 Fund 300: \$46.22 Fund 600: \$785.73
 Fund 700: \$0.00 Fund 803:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name				
030610	1/20/2023	\$1,866.60	ELCCO	ELC Consulting				
Voucher:	047168	Invoice:	8174	Date:	12/16/2022	Office Supplies	Doc Amt:	\$156.60
	Allocations:	\$15.66	100-6440-0000-562-06	Office Furn/Equipment Purchase	10/5/85			
	Allocations:	\$7.83	300-6440-0000-562-06	Office Furn/Equipment Purchase	10/5/85			
	Allocations:	\$133.11	600-6440-0000-562-06	Office Furn/Equipment Purchase	10/5/85			
Voucher:	047247	Invoice:	8237	Date:	1/11/2023	Monthly Service Agreement	Doc Amt:	\$405.00
	Allocations:	\$40.50	100-6260-0000-563-06	CS-Computer (10/5/85)				
	Allocations:	\$20.25	300-6260-0000-563-06	CS-Computer (10/5/85)				
	Allocations:	\$344.25	600-6260-0000-563-06	CS-Computer (10/5/85)				
Voucher:	047248	Invoice:	8172	Date:	12/16/2022	Office Equipment	Doc Amt:	\$1,305.00
	Allocations:	\$130.50	100-6440-0000-562-06	Office Furn/Equipment Purchase	10/5/85			
	Allocations:	\$65.25	300-6440-0000-562-06	Office Furn/Equipment Purchase	10/5/85			
	Allocations:	\$1,109.25	600-6440-0000-562-06	Office Furn/Equipment Purchase	10/5/85			

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$186.66 Fund 300: \$93.33 Fund 600: \$1,586.61
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
030611	1/20/2023	\$8,141.00	FOSTE	Foster & Foster Inc		
Voucher:	047254	Invoice:	22-924	Date:	1/12/2023 Consulting Services	Doc Amt: \$8,141.00
		Allocations:	\$814.10	100-6230-0000-563-06	CS-Accounting 10/5/85	
		Allocations:	\$407.05	300-6230-0000-563-06	CS-Accounting 10/5/85	
		Allocations:	\$6,919.85	600-6230-0000-563-06	CS-Accounting 10/5/85	

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$814.10 Fund 300: \$407.05 Fund 600: \$6,919.85
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
030612	1/20/2023	\$2,196.00	GEICO	GEI Consultants Inc		
Voucher:	047250	Invoice:	3123691	Date:	1/16/2023 Engineering Services	Doc Amt: \$2,196.00
		Allocations:	\$2,196.00	600-6291-0145-541	CS Prog-San Justo Workplan-TO	

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$2,196.00
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
030613	1/20/2023	\$660.00	GOLDEN	Golden State Portables		
Voucher:	047225	Invoice:	53630	Date:	1/1/2023 Portable Toilet Rental	Doc Amt: \$330.00
		Allocations:	\$330.00	600-6275-0000-542	CS-Maintenance-TM	
Voucher:	047226	Invoice:	53631	Date:	1/1/2023 Portable Toilet Rental	Doc Amt: \$330.00
		Allocations:	\$330.00	600-6275-0000-542	CS-Maintenance-TM	

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$660.00
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
030615	1/20/2023	\$6,345.50	GUTIE	Gutierrez Consultants		
Voucher:	047228	Invoice:	1739	Date:	12/26/2022 Consulting Services	Doc Amt: \$4,338.25
		Allocations:	\$4,338.25	600-1351-0129-151	Future Water Supply- Alternatives	
Voucher:	047229	Invoice:	1741	Date:	12/26/2022 Consulting Services	Doc Amt: \$777.00
		Allocations:	\$777.00	700-1351-0221-151	GSA-Grdwtr Mgmt Plan	
Voucher:	047249	Invoice:	1740	Date:	12/26/2022 Consulting Services	Doc Amt: \$1,230.25
		Allocations:	\$1,230.25	600-6291-0214-511	CS IRWMP Implementation grant	

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$5,568.50
 Fund 700: \$777.00 Fund 803:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
030616	1/20/2023	\$252.12	HAUTO	Hollister Auto Parts Inc			
Voucher:	047188	Invoice: 915281		Date: 1/5/2023	Equipment Maintenance	Doc Amt:	\$60.04
		Allocations:	\$60.04	600-6483-0000-562	Equipment Maintenance-Small Tools		
Voucher:	047240	Invoice: 914986		Date: 1/3/2023	District Supplies	Doc Amt:	\$192.08
		Allocations:	\$9.60	300-6320-0000-562-06	Supplies-GA 10/5/85		
		Allocations:	\$163.27	600-6320-0000-562-06	Supplies-GA 10/5/85		
		Allocations:	\$19.21	100-6320-0000-562-06	Supplies-GA 10/5/85		

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$19.21 Fund 300: \$9.60 Fund 600: \$223.31
 Fund 700: \$0.00 Fund 803:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
030617	1/20/2023	\$39,554.46	ICONI	ICONIX Waterworks Inc			
Voucher:	047218	Invoice: U2216060342		Date: 12/22/2022	Maintenance Supplies	Doc Amt:	\$405.06
		Allocations:	\$405.06	600-6320-0920-542	Supplies-TM - Subsystem Breaks		
Voucher:	047219	Invoice: U2216058950		Date: 12/13/2022	Maintenance Supplies	Doc Amt:	\$1,632.07
		Allocations:	\$1,632.07	600-6320-0000-542	Supplies-TM		
Voucher:	047222	Invoice: U2216060646		Date: 12/29/2022	BF Valves	Doc Amt:	\$37,517.33
		Allocations:	\$26,928.24	600-1432-0000-110	TDS Structures & Improvements		
		Allocations:	\$10,589.09	600-1432-0000-110	TDS Structures & Improvements		

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$39,554.46
 Fund 700: \$0.00 Fund 803:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
030618	1/20/2023	\$668.67	INDEP	Independent Business Forms Inc			
Voucher:	047166	Invoice: 41902		Date: 1/5/2023	Printing Service	Doc Amt:	\$668.67
		Allocations:	\$668.67	600-6835-0000-562	Office Supplies		

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$668.67
 Fund 700: \$0.00 Fund 803:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
030619	1/20/2023	\$162.96	JOHNS	Johnson Lumber Company			
Voucher:	047169	Invoice: 260780		Date: 1/5/2023	District Supplies	Doc Amt:	\$77.16
		Allocations:	\$3.86	300-6320-0000-562-06	Supplies-GA 10/5/85		
		Allocations:	\$65.59	600-6320-0000-562-06	Supplies-GA 10/5/85		

Allocations: \$7.72 100-6320-0000-562-06 Supplies-GA 10/5/85

Voucher: 047245 Invoice: 260985 Date: 1/12/2023 District Supplies Doc Amt: \$45.87
 Allocations: \$2.29 300-6320-0000-562-06 Supplies-GA 10/5/85
 Allocations: \$38.99 600-6320-0000-562-06 Supplies-GA 10/5/85
 Allocations: \$4.59 100-6320-0000-562-06 Supplies-GA 10/5/85

Voucher: 047246 Invoice: 260969 Date: 1/12/2023 District Supplies Doc Amt: \$25.74
 Allocations: \$1.29 300-6320-0000-562-06 Supplies-GA 10/5/85
 Allocations: \$21.88 600-6320-0000-562-06 Supplies-GA 10/5/85
 Allocations: \$2.57 100-6320-0000-562-06 Supplies-GA 10/5/85

Voucher: 047252 Invoice: 260953 Date: 1/11/2023 Maintenance Supplies Doc Amt: \$14.19
 Allocations: \$14.19 600-6321-0000-542 Supplies-Structure Equip TDM

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$14.88 Fund 300: \$7.44 Fund 600: \$140.64
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
030620	1/20/2023	\$62.13	JOHNSM	John Smith Landfill

Voucher: 047190 Invoice: 01-00963215 Date: 12/20/2022 Dump Fee Doc Amt: \$62.13
 Allocations: \$62.13 600-6860-0000-542 Utilities-Disposal fees

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$62.13
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
030621	1/20/2023	\$408.80	MCKIN	McKinnon Lumber, Inc.

Voucher: 047187 Invoice: 739816 Date: 1/4/2023 Maintenance Supplies Doc Amt: \$408.80
 Allocations: \$408.80 600-6320-0000-542 Supplies-TM

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$408.80
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
030622	1/20/2023	\$425.00	MICKO	Micko Consultants

Voucher: 047243 Invoice: 232 Date: 1/13/2023 Consulting Services Doc Amt: \$425.00
 Allocations: \$425.00 600-6240-0000-563 CS-General Consulting-GA

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$425.00
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
030623	1/20/2023	\$305.00	MISSIO	Mission Village Voice Media LLC

Voucher: 047171 Invoice: 146 Date: 1/10/2023 Monthly Print Ad Doc Amt: \$305.00

Allocations: \$305.00 803-6865-0000-562 Advertising/Public Info (PI)

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$0.00
Fund 700: \$0.00 Fund 803: \$305.00

Payment#	Date	Check Total	Vendor ID	Vendor Name				
030624	1/20/2023	\$1,065.60	NEWSV	New SV Media, Inc				
Voucher:	047173	Invoice: 68514		Date: 1/6/2023	Weekly Print/Monthly Web Ad	Doc Amt:	\$348.00	
		Allocations:	\$225.00	803-6865-0000-562	Advertising/Public Info (PI)			
		Allocations:	\$123.00	803-6865-0000-562	Advertising/Public Info (PI)			
Voucher:	047174	Invoice: 67433		Date: 12/27/2022	Public Notice	Doc Amt:	\$431.20	
		Allocations:	\$431.20	600-6865-0000-562	Advertising/Public Info			
Voucher:	047175	Invoice: 67434		Date: 12/27/2022	Public Notice	Doc Amt:	\$163.40	
		Allocations:	\$54.46	600-6865-0000-562	Advertising/Public Info			
		Allocations:	\$54.47	600-6865-0000-562	Advertising/Public Info			
		Allocations:	\$54.47	600-6865-0604-562	Advertising/Public Info RWP			
Voucher:	047227	Invoice: 68922		Date: 1/13/2023	Weekly Print Ad	Doc Amt:	\$123.00	
		Allocations:	\$123.00	803-6865-0000-562	Advertising/Public Info (PI)			

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$594.60
Fund 700: \$0.00 Fund 803: \$471.00

Payment#	Date	Check Total	Vendor ID	Vendor Name				
030625	1/20/2023	\$23,000.00	NEXGE	NEXGEN Asset Management				
Voucher:	047237	Invoice: 3479		Date: 10/26/2022	Annual License Fee	Doc Amt:	\$23,000.00	
		Allocations:	\$5,750.00	600-6260-0602-531	CS Computer - Lessalt WTP			
		Allocations:	\$5,750.00	600-6260-0603-531	CS Computer - West Hills WTP			
		Allocations:	\$1,150.00	300-6260-0000-563	CS-Computer-GA			
		Allocations:	\$10,350.00	600-6230-0000-563	CS-Accounting-GA			

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$1,150.00 Fund 600: \$21,850.00
Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name				
030626	1/20/2023	\$907.96	PALAC	Palace Business Solutions				
Voucher:	047203	Invoice: 668611-0		Date: 1/11/2023	Office Supplies	Doc Amt:	\$73.49	
		Allocations:	\$62.47	600-6835-0000-562-06	Office Supplies 10/5/85 GA			
		Allocations:	\$3.67	300-6835-0000-562-06	Office Supplies 10/5/85 GA			
		Allocations:	\$7.35	100-6835-0000-562-06	Office Supplies 10/5/85 GA			

Voucher: 047204 Invoice: 668582-0 Date: 1/11/2023 Office Supplies Doc Amt: \$834.47

Allocations: \$709.30 600-6835-0000-562-06 Office Supplies 10/5/85 GA

Allocations: \$41.72 300-6835-0000-562-06 Office Supplies 10/5/85 GA

Allocations: \$83.45 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$90.80 Fund 300: \$45.40 Fund 600: \$771.77

Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
030627	1/20/2023	\$665.00	PATDA	Pat Davis Design Group, Inc.

Voucher: 047251 Invoice: 7164 Date: 1/17/2023 Web Page Maintenance Doc Amt: \$665.00

Allocations: \$66.50 100-6260-0000-563-06 CS-Computer (10/5/85)

Allocations: \$33.25 300-6260-0000-563-06 CS-Computer (10/5/85)

Allocations: \$565.25 600-6260-0000-563-06 CS-Computer (10/5/85)

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$66.50 Fund 300: \$33.25 Fund 600: \$565.25

Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
030628	1/20/2023	\$1,480.00	PIPAL	Pipal Spurzem & Liem LLP

Voucher: 047238 Invoice: 60201 Date: 1/5/2023 Legal Services Doc Amt: \$1,480.00

Allocations: \$72.00 100-6210-0000-563-06 CS-Legal GA 10/5/85

Allocations: \$36.00 300-6210-0000-563-06 CS-Legal GA 10/5/85

Allocations: \$612.00 600-6210-0000-563-06 CS-Legal GA 10/5/85

Allocations: \$760.00 600-6210-0000-563 CS-Legal-GA

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$72.00 Fund 300: \$36.00 Fund 600: \$1,372.00

Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
030629	1/20/2023	\$937.62	PITBO	Pitney Bowes

Voucher: 047167 Invoice: 3105904911 Date: 1/3/2023 Mail System Rental- QTRLY Doc Amt: \$937.62

Allocations: \$93.76 100-6450-0000-562-06 Tool & Equipment Rental GA 10/5/85

Allocations: \$46.88 300-6450-0000-562-06 Tool & Equipment Rental GA 10/5/85

Allocations: \$796.98 600-6450-0000-562-06 Tool & Equipment Rental GA 10/5/85

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$93.76 Fund 300: \$46.88 Fund 600: \$796.98

Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
030630	1/20/2023	\$1,653.75	RAFTE	Raftelis

Voucher: 047241 Invoice: 26483 Date: 1/16/2023 Consulting Services Doc Amt: \$1,653.75

Allocations: \$1,653.75 600-6240-0000-551 CS-General Consulting-CA

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$1,653.75
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
030631	1/20/2023	\$1,390.81	ROSSI	Rossi's Tire & Auto Service			
Voucher:	047191	Invoice: \$1B65189		Date: 1/11/2023	Vehicle Maintenance	Doc Amt:	\$32.73
		Allocations: \$32.73	600-6460-0000-562		Vehicle Maintenance-GA		
Voucher:	047220	Invoice: \$1B65183		Date: 1/11/2023	Vehicle Maintenance #20	Doc Amt:	\$1,358.08
		Allocations: \$1,358.08	600-6460-0000-562		Vehicle Maintenance-GA		

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$1,390.81
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
030632	1/20/2023	\$24,308.93	SBCEL	San Benito County Elections			
Voucher:	047239	Invoice: 23-264		Date: 1/12/2023	Elections Expense 2022	Doc Amt:	\$24,308.93
		Allocations: \$11,311.99	100-6855-0000-562		Election Exp		
		Allocations: \$12,996.94	100-6855-0000-562		Election Exp		

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$24,308.93 Fund 300: \$0.00 Fund 600: \$0.00
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
030633	1/20/2023	\$4,957.00	SBENG	San Benito Engineering			
Voucher:	047176	Invoice: 7003		Date: 1/6/2023	Engineering Services	Doc Amt:	\$3,837.00
		Allocations: \$3,837.00	600-1395-0927-112		Hwy 156-bypass Caltrans work		
Voucher:	047177	Invoice: 6963		Date: 1/4/2023	Engineering Services	Doc Amt:	\$800.00
		Allocations: \$800.00	600-1395-0927-112		Hwy 156-bypass Caltrans work		
Voucher:	047233	Invoice: 6964		Date: 1/4/2023	Engineering Services	Doc Amt:	\$320.00
		Allocations: \$320.00	600-1395-0927-112		Hwy 156-bypass Caltrans work		

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$4,957.00
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
030634	1/20/2023	\$313.90	SPEEDEE	Speedee Oil Change and Tune Up			
Voucher:	047192	Invoice: 320484		Date: 1/9/2023	Vehicle Maintenance #20	Doc Amt:	\$92.27
		Allocations: \$92.27	600-6460-0000-562		Vehicle Maintenance-GA		
Voucher:	047194	Invoice: 320311		Date: 1/5/2023	Vehicle Maintenance #28	Doc Amt:	\$116.27

Allocations: \$116.27 600-6460-0000-562 Vehicle Maintenance-GA

Voucher: 047195 Invoice: 319409 Date: 12/14/2022 Vehicle Maintenance #24 Doc Amt: \$105.36
 Allocations: \$105.36 600-6460-0000-562 Vehicle Maintenance-GA

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$313.90
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
030635	1/20/2023	\$31,629.57	SSCWD-TP	Sunnyslope County Water District

Voucher: 047232 Invoice: 2-604 Date: 12/31/2022 Accident- West Hills Doc Amt: \$31,629.57
 Allocations: \$31,629.57 600-1395-0943-112 SP-West Hills-Vehicle Accident

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$31,629.57
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
030636	1/20/2023	\$63,055.25	TODDE	Todd Groundwater

Voucher: 047234 Invoice: 37653 123 Date: 1/8/2023 Engineering Services Doc Amt: \$1,627.75
 Allocations: \$1,627.75 700-6240-0160-511 CS-Annual Grwtr Report-SSO

Voucher: 047235 Invoice: 37657-2 123 Date: 1/8/2023 Engineering Services Doc Amt: \$15,697.50
 Allocations: \$15,697.50 600-6240-0000-563 CS-General Consulting-GA

Voucher: 047236 Invoice: 37657-21222 Date: 12/8/2022 Engineering Services Doc Amt: \$45,730.00
 Allocations: \$45,730.00 600-6240-0000-563 CS-General Consulting-GA

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$61,427.50
 Fund 700: \$1,627.75 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
030637	1/20/2023	\$1,360.84	TOROP	Toro Petroleum Corporation

Voucher: 047193 Invoice: 123122 Date: 12/31/2022 Vehicle Fuel Doc Amt: \$1,360.84
 Allocations: \$57.93 300-6465-0000-562 Vehicle Fuel-GA

Allocations: \$1,187.31 600-6465-0000-562 Vehicle Fuel-GA

Allocations: \$115.60 803-6465-0000-562 Vehicle Fuel

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$57.93 Fund 600: \$1,187.31
 Fund 700: \$0.00 Fund 803: \$115.60

Payment#	Date	Check Total	Vendor ID	Vendor Name
030638	1/20/2023	\$3,931.69	USBK-CC	U.S. Bank Corporation

Voucher: 047164 Invoice: 122222JC Date: 12/22/2022 Monthly Statement Doc Amt: \$174.50

Allocations:	\$47.60	600-6840-0000-562-06	Communication GA 10/5/85
Allocations:	\$5.60	100-6840-0000-562-06	Communication GA 10/5/85
Allocations:	\$2.80	300-6840-0000-562-06	Communication GA 10/5/85
Allocations:	\$11.85	100-6465-0000-562	Vehicle Fuel-GA
Allocations:	\$5.93	300-6465-0000-562	Vehicle Fuel-GA
Allocations:	\$100.72	600-6465-0000-562	Vehicle Fuel-GA

Voucher:	047170	Invoice:	122222JM	Date:	12/22/2022 Monthly Statement	Doc Amt:	\$1,625.20
Allocations:	\$0.27	100-6260-0000-563-06	CS-Computer (10/5/85)				
Allocations:	\$0.14	300-6260-0000-563-06	CS-Computer (10/5/85)				
Allocations:	\$2.32	600-6260-0000-563-06	CS-Computer (10/5/85)				
Allocations:	\$23.35	600-6845-0000-562-06	General Business Exp 10/5/85				
Allocations:	\$2.75	100-6845-0000-562-06	General Business Exp 10/5/85				
Allocations:	\$1.37	300-6845-0000-562-06	General Business Exp 10/5/85				
Allocations:	\$159.50	100-6195-0000-565-06	Training 10/5/85 GA				
Allocations:	\$79.75	300-6195-0000-565-06	Training 10/5/85 GA				
Allocations:	\$1,355.75	600-6195-0000-565-06	Training 10/5/85 GA				

Voucher:	047178	Invoice:	122222BM	Date:	12/22/2022 Monthly Statement	Doc Amt:	\$1,139.62
Allocations:	\$65.59	600-6835-0000-562-06	Office Supplies 10/5/85 GA				
Allocations:	\$3.86	300-6835-0000-562-06	Office Supplies 10/5/85 GA				
Allocations:	\$7.72	100-6835-0000-562-06	Office Supplies 10/5/85 GA				
Allocations:	\$57.41	600-6835-0000-562-06	Office Supplies 10/5/85 GA				
Allocations:	\$3.38	300-6835-0000-562-06	Office Supplies 10/5/85 GA				
Allocations:	\$6.75	100-6835-0000-562-06	Office Supplies 10/5/85 GA				
Allocations:	\$120.68	600-6845-0000-562-06	General Business Exp 10/5/85				
Allocations:	\$14.20	100-6845-0000-562-06	General Business Exp 10/5/85				
Allocations:	\$7.10	300-6845-0000-562-06	General Business Exp 10/5/85				
Allocations:	\$3.50	100-6830-0000-562-06	Subscriptions/Publications 10/5/85				
Allocations:	\$1.75	300-6830-0000-562-06	Subscriptions/Publications 10/5/85				
Allocations:	\$29.75	600-6830-0000-562-06	Subscriptions/Publications 10/5/85				
Allocations:	\$4.59	600-6835-0000-562-06	Office Supplies 10/5/85 GA				
Allocations:	\$0.27	300-6835-0000-562-06	Office Supplies 10/5/85 GA				
Allocations:	\$0.54	100-6835-0000-562-06	Office Supplies 10/5/85 GA				
Allocations:	\$27.59	600-6845-0000-562-06	General Business Exp 10/5/85				
Allocations:	\$3.25	100-6845-0000-562-06	General Business Exp 10/5/85				
Allocations:	\$1.62	300-6845-0000-562-06	General Business Exp 10/5/85				
Allocations:	\$14.40	100-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85				
Allocations:	\$7.20	300-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85				
Allocations:	\$122.37	600-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85				
Allocations:	\$17.39	600-6320-0000-511	Supplies-SSO				
Allocations:	\$1.93	300-6320-0000-511	Supplies-SSO				
Allocations:	\$23.62	600-6320-0000-511	Supplies-SSO				
Allocations:	\$2.63	300-6320-0000-511	Supplies-SSO				

Allocations:	\$79.00	600-6320-0000-511	Supplies-SSO
Allocations:	\$8.78	300-6320-0000-511	Supplies-SSO
Allocations:	\$345.00	600-6852-0000-562	Conferences
Allocations:	\$157.77	600-6850-0000-562	Travel and Mileage

Voucher:	047179	Invoice:	CM12222BM	Date:	12/22/2022 Monthly Statement	Doc Amt:	-\$129.05
		Allocations:	-\$5.80	600-6320-0000-511	Supplies-SSO		
		Allocations:	-\$0.64	300-6320-0000-511	Supplies-SSO		
		Allocations:	-\$5.80	600-6320-0000-511	Supplies-SSO		
		Allocations:	-\$0.64	300-6320-0000-511	Supplies-SSO		
		Allocations:	-\$5.80	600-6320-0000-511	Supplies-SSO		
		Allocations:	-\$0.64	300-6320-0000-511	Supplies-SSO		
		Allocations:	-\$39.50	600-6320-0000-511	Supplies-SSO		
		Allocations:	-\$4.39	300-6320-0000-511	Supplies-SSO		
		Allocations:	-\$39.50	600-6320-0000-511	Supplies-SSO		
		Allocations:	-\$4.39	300-6320-0000-511	Supplies-SSO		
		Allocations:	-\$19.75	600-6320-0000-511	Supplies-SSO		
		Allocations:	-\$2.20	300-6320-0000-511	Supplies-SSO		

Voucher:	047224	Invoice:	122222DM	Date:	12/22/2022 Monthly Statement	Doc Amt:	\$1,121.42
		Allocations:	\$253.33	600-6320-0000-542	Supplies-TM		
		Allocations:	\$354.84	300-6320-0000-512	Supplies-SSM		
		Allocations:	\$134.37	600-6465-0000-562	Vehicle Fuel-GA		
		Allocations:	\$14.93	300-6465-0000-562	Vehicle Fuel-GA		
		Allocations:	\$6.14	100-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85		
		Allocations:	\$3.07	300-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85		
		Allocations:	\$52.20	600-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85		
		Allocations:	\$0.88	100-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85		
		Allocations:	\$0.44	300-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85		
		Allocations:	\$7.44	600-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85		
		Allocations:	\$150.00	600-6465-0000-562	Vehicle Fuel-GA		
		Allocations:	\$143.79	600-6465-0000-562	Vehicle Fuel-GA		

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$237.34 Fund 300: \$488.88 Fund 600: \$3,205.47
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
030639	1/20/2023	\$3,676.21	WRIWE	Wright Bros Welding
Voucher:	047221	Invoice: 53619	Date: 12/22/2022	Welding Services
		Allocations:	\$3,676.21	600-6275-0000-542 CS-Maintenance-TM
				Doc Amt: \$3,676.21

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$3,676.21
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
030640	1/20/2023	\$1,920.00	ZEIAL	Alan Zeisbrich
Voucher:	047197	Invoice: 12-2022P	Date: 1/2/2023	Contract Services
		Allocations:	\$46.20	600-1503-0158-125 Reach 1 Capital Improvement Project
		Allocations:	\$163.80	600-1503-0158-125 Reach 1 Capital Improvement Project
Voucher:	047198	Invoice: 12-2022	Date: 1/2/2023	Contract Services
		Allocations:	\$117.00	300-6270-0000-511 CS-Operations-SS0
		Allocations:	\$1,053.00	600-6270-0000-541 CS-Operations-TO
		Allocations:	\$270.00	600-6270-0602-531 CS-Operations - Lessalt WTP
		Allocations:	\$270.00	600-6270-0603-531 CS-Operations - WHTP WTP
				Doc Amt: \$1,710.00

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$117.00 Fund 600: \$1,803.00
 Fund 700: \$0.00 Fund 803: \$0.00

Report Totals, Payment Fund Responsibilities

Fund 000: \$0.00 Fund 100: \$26,069.01 Fund 300: \$2,980.19 Fund 600: \$226,470.45
 Fund 700: \$4,154.75 Fund 803: \$1,140.60

Fund 100 = District Administration
 Fund 300 = Zone 3
 Fund 600 = Zone 6
 Fund 700 = Zone GSA
 Fund 803 = Zone WRA

26,069.01 +
 2,980.19 +
 226,470.45 +
 4,154.75 +
 1,140.60 +
 260,815.00 *

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 3

Meeting Date: January 25, 2023

Submitted By: Joyce Machado

Presented By: Steve Wittry

Agenda Title: Acknowledgement of Paid Claims prior to the January 2023 Board Meeting

Detailed Description: This is a notification that the checks and wire transfers listed below were issued outside the normal claims process.

Payee	Check No.	Amount	For	Issued Date	Due Date
		\$			
<i>Wire Transfers</i>					
City National Bank	Wire Transfer	\$115,779.20	Principal and interest payment due on the City National Bank Loan	12/22/22	1/12/23
San Luis Delta Mendota Water Authority	Wire Transfer	\$94,037.00	Yuba County Water Agency Transfer 2022	1/18/23	1/19/23

Financial Impact: X Yes No

Funding Source/ Recap:

Fiscal Year Budget as approved

Material Included for Information/Consideration:

Copy of Wire Transfer Request

Copy of Bank Confirmation

Action Required: _____ Resolution X Motion _____ Review

Board Action

_____ Resolution No. ____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

Wire Transfer Requested

12/20/2022

Release date

12/22/2022

Vendor	Invoice Date	Invoice no.	Description	GL Account no.	Amount	Due Date
City National Bank	12/1/2022	120122	HUA TP and Recycled Water Project (Principal)	600-2020-0000-214-00	\$ 89,008.80	1/12/2023
City National Bank	12/1/2022	120122	HUA TP (Interest)	600-9500-0601-592-01	\$ 19,469.38	1/12/2023
City National Bank	12/1/2022	120122	Recycled Water Project (Interest)	600-9500-0604-592-07	\$ 7,301.02	1/12/2023
				<i>Total wire transfer</i>	\$ 115,779.20	1/12/2023

Daily wire activity total \$ 115,779.20

Online entry by:

Date

12/22/22

Approved for release online by:

Date

12/22/22

Transfer Approval Confirmation

The following transfers have been approved.

Type: Domestic Wire
Debit Account: 2740029617 - SAN BENITO COUNTY WATER DISTRICT
Amount: 115,779.20
Send Date: 12/22/2022
Beneficiary Account Number: 101306674
Beneficiary Name: 1/Wire Transfer Bank Control
Payment Details: San Benito County WD Lease 15-019

Sequence Number: 000031
Bank Control Number: UB 558291

Wire Transfer Requested

Release date 1/10/2023

Vendor	Invoice Date	Invoice no.	Description	GL Account no.	Amount	Due Date
San Luis Delta Mendota Water Authority	12/28/2022	MH340	Yuba Co. Water Agency Transfer 2022	600-5702-0000-513-07	\$ 94,037.00	1/19/2023
				Total wire transfer	\$ 94,037.00	1/19/2023

Daily wire activity total \$

try by: 22 Date 1/17/22

Date 1/17/22

2/17/19
mjb

Date 1/17/23

Transfer Approval Confirmation

The following transfers have been approved.

Type: Domestic Wire

Debit Account: 2740029617 - SAN BENITO COUNTY WATER DISTRICT

Amount: 94,037.00

Send Date: 01/18/2023

Beneficiary Account Number: 051000463

Beneficiary Name: 1/San Luis Delta Mendota Water Auth

Payment Details: Invoice no MH340 Yuba Water

Sequence Number: 000032

Bank Control Number: UB 454767



Agenda

Item

4

SAN BENITO COUNTY WATER DISTRICT
QUARTERLY INVESTMENT REPORT
QUARTER ENDING
DECEMBER 31, 2022

Page no(s).	Title	Source
1	Quarterly Investment Report Recap	District Staff
2	Summary of Cash and Investments	District Staff
3	PMIA / LAIF Performance Report	California State Treasurer's Office
4	Summary of CalPERS CERBT Trust (OPEB)	District Staff
5 - 18	Investment Statement 12/31/2022	Union Banc Investment Services

January 17, 2023

Submitted by: Cindy Paine, OS III
Reviewed by: Joyce Machado, Manager of Administration, Finance and Business Services

SAN BENITO COUNTY WATER DISTRICT

QUARTERLY INVESTMENT REPORT

QUARTER ENDING DECEMBER 31, 2022

Investment activity:

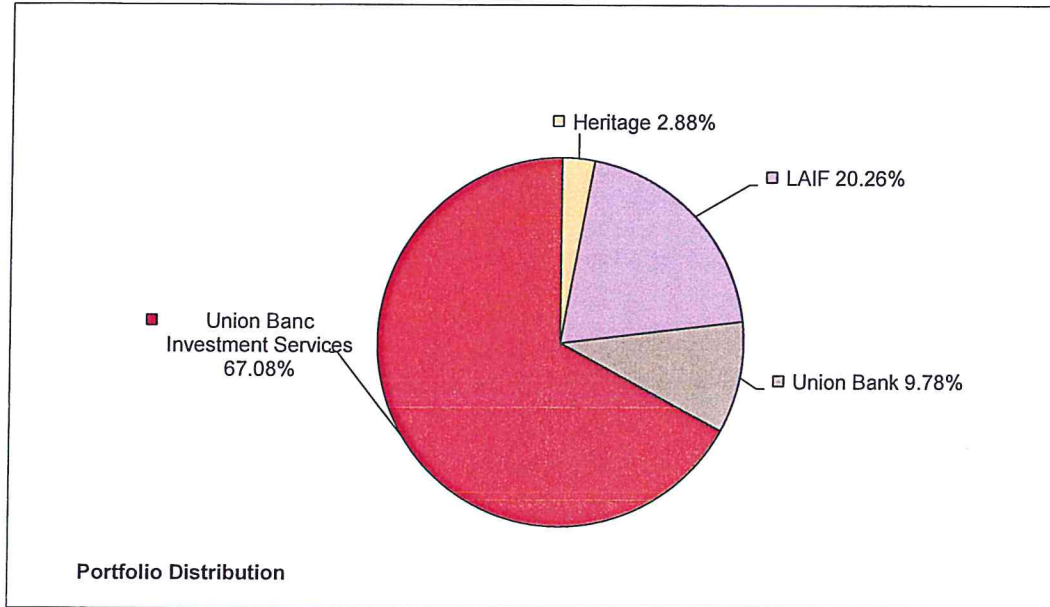
- The Local Agency Investment Fund's interest rate increased from 1.513% at September 30, 2022 to 2.173% at December 31, 2022. The balance reflects interest earned for the prior quarter of \$67,308 and the current quarter net operating activity.
- The California Employers' Retirement Benefit Trust (CERBT) statement for the period October through December has been received and reflects a net gain of \$56,209 for the quarter. The balance at December 31, 2022 was \$878,992.
- The Union Banc Investment Services account statement is attached and reflects purchases, accrued interest, and gain or loss. The portfolio value at December 31, 2022 was \$47,906,811.

Liquidity Requirements:

There are adequate liquid reserves available in the LAIF account to fund six months of operating expenditures (\$4.3 million) as required in the Investment Policy, Section V., 2. In addition, the funds held in Heritage Bank are sufficient to cover at least two months of District expenses (\$1.4 million) which meets the Investment Policy requirements per Section IV., 1. b.

SAN BENITO COUNTY WATER DISTRICT
SUMMARY OF CASH AND INVESTMENTS
AS OF DECEMBER 31, 2022

CASH SUMMARY FOR ALL DISTRICT HELD ACCOUNTS (By Institution)							
	UNRESTRICTED				RESTRICTED		
Date	Union Bank	LAIF	Heritage Bank	Union Banc Investment Services	LAIF Restricted Reserve	Union Banc Investment Services	Total Cash and Investments
9/30/2022	181,458	15,573,849	2,093,967	25,206,516	325,000	23,691,453	67,072,242
12/31/2022	7,131,037	14,439,157	2,096,056	25,206,516	325,000	23,691,453	72,889,219
Net Change	\$ 6,949,579	\$ (1,134,692)	\$ 2,089	\$ -	\$ -	\$ -	\$ 5,816,976



CASH SUMMARY BY ZONE OF BENEFIT							
Date		Zone 1	Zone 3	Zone 6	Groundwater Sustainability Agency	WRA (Fiduciary Funds)	Total Cash and Investments
9/30/2022	End of quarter (as reported)	1,927,909	4,785,734	59,870,343	(150,666)	778,788	67,212,108
9/30/2022	Reclass by zone	9,718	5,628	(106,410)	(50,242)	1,439	67,072,242
12/31/2022	End of quarter	2,081,495	5,158,200	64,548,485	397,389	703,649	72,889,219
	Net Change	\$ 143,869	\$ 366,837	\$ 4,784,552	\$ 598,297	\$ (76,579)	\$ 5,816,976
	% of total cash (by Zone)	2.86%	7.08%	88.56%	0.55%	0.97%	

LOCAL AGENCY INVESTMENT FUND (LAIF)							
Activity for quarter							
Date		Zone 1	Zone 3	Zone 6	Groundwater Sustainability Agency	WRA (Fiduciary Funds)	Overall Balance
9/30/2022	Balance forward:	\$ 864,824	\$ 779,199	\$ 13,493,019	-	761,806	\$ 15,898,849
9/30/2022	Reclass by zone	(130,033)	20,033	110,000	-	-	\$ 15,898,849
10/15/2022	Quarterly Interest	2,413	2,823	59,347	-	2,725	\$ 15,966,157
10/31/2022	Transfer in (out)	194,714	40,089	1,055,196	-	(25,000)	\$ 17,231,157
11/30/2022	Transfer in (out)	(50,000)	(40,000)	(110,000)	-	(30,000)	\$ 17,001,157
12/31/2022	Transfer in (out)	3,000	(12,000)	(2,328,000)	115,000	(15,000)	\$ 14,764,157
	BALANCE BY ZONE	\$ 884,919	\$ 790,145	\$ 12,279,562	\$ 115,000	\$ 694,531	\$ 14,764,157

NOTE - Allocation of cash by zone (restricted and unrestricted) is subject to reconciliation changes quarterly and at year end.



PMIA/LAIF Performance Report as of 12/14/22



PMIA Average Monthly Effective Yields⁽¹⁾

November	2.007
October	1.772
September	1.513

Quarterly Performance Quarter Ended 09/30/22

LAIF Apportionment Rate ⁽²⁾ :	1.35
LAIF Earnings Ratio ⁽²⁾ :	0.00003699565555327
LAIF Fair Value Factor ⁽¹⁾ :	0.980760962
PMIA Daily ⁽¹⁾ :	1.63%
PMIA Quarter to Date ⁽¹⁾ :	1.29%
PMIA Average Life ⁽¹⁾ :	304

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 11/30/22 \$203.7 billion

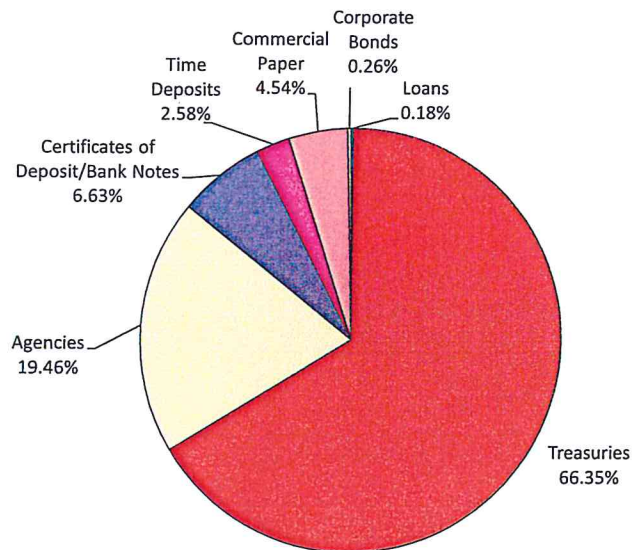


Chart does not include \$3,542,000.00 in mortgages, which equates to 0.002%. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

SAN BENITO COUNTY WATER DISTRICT
Summary
CALPERS California Employers' Retiree Benefit Trust (CERBT)
for Other Post Retirement Benefits (OPEB)
as of December 31, 2022

DATE	INVESTMENT	WITHDRAWAL	GAIN / (LOSS)	BALANCE
10/1/2020				\$ -
11/20/2020	\$ 76,889			\$ 76,889
12/16/2020	\$ 76,889			\$ 153,778
12/31/2020			\$ 3,691	\$ 157,469
1/27/2021	\$ 76,889			\$ 234,358
2/24/2021	\$ 76,889			\$ 311,247
3/31/2021	\$ 76,889			\$ 388,136
3/31/2021			\$ 5,164	\$ 393,301
6/7/2021	\$ 76,889			\$ 470,190
6/8/2021	\$ 76,889			\$ 547,079
6/30/2021			\$ 23,558	\$ 570,636
7/20/2021	\$ 76,889			\$ 647,525
7/21/2021	\$ 76,889			\$ 724,414
8/26/2021	\$ 76,889			\$ 801,303
9/30/2021	\$ 76,889			\$ 878,192
9/30/2021			\$ (7,043)	\$ 871,149
10/29/2021	\$ 76,889			\$ 948,038
11/29/2021	\$ 76,889			\$ 1,024,927
12/31/2021			\$ 45,139	\$ 1,070,066
3/31/2022			\$ (50,287)	\$ 1,019,779
6/30/2022			\$ (132,418)	\$ 887,360
9/30/2022			\$ (64,577)	\$ 822,783
12/31/2022			\$ 56,209	\$ 878,992
TOTAL	\$ 999,557	\$ -	\$ (120,565)	\$ 878,992

ENV# CEBNGWPHBGBVLSC_BBBB
UNIONBANC INVESTMENT SERVICES
PO BOX 513100
LOS ANGELES, CA 90051-1100

003368 FIEQ0K01 000001 AT 02

SAN BENITO COUNTY WATER DISTRICT
PO BOX 899
HOLLISTER CA 95024



RECEIVED

JAN 12 2023

SAN BENITO COUNTY
WATER DISTRICT

STATEMENT FOR THE PERIOD DECEMBER 1, 2022 TO DECEMBER 31, 2022

SAN BENITO COUNTY WATER DISTRICT - Corporation
Account Number: WBB-023302

INSTITUTIONAL SALES SPECIALIST

Mark Kreymer
RR#: 350

For questions about your accounts
Local: 213 236 7070
In-State: 800 358 8771
National: 800 358 8771

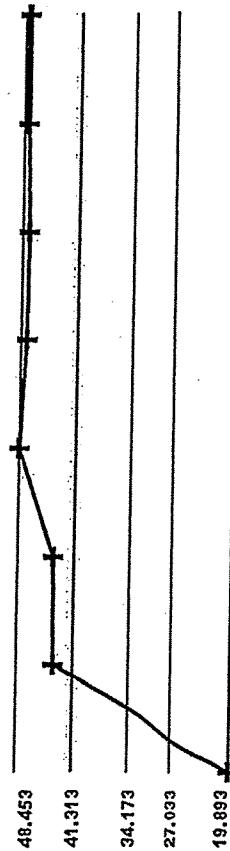
TOTAL VALUE OF YOUR PORTFOLIO

\$47,906,811.00

gm 1/17/23

CHANGE IN VALUE OF YOUR PORTFOLIO

\$ millions



Change In Value Of Your Portfolio information can be found in Miscellaneous Footnotes at the end of this statement.

UNIONBANC INVESTMENT SERVICES

MN_CEBNGWPHBGBVLSC_BBBB 20221230

Account carried with National Financial Services LLC, Member
NYSE, SIPC

Statement for the Period December 1, 2022 to December 31, 2022

SAN BENITO COUNTY WATER DISTRICT - Corporation
Account Number: WBB-023302



Account Overview

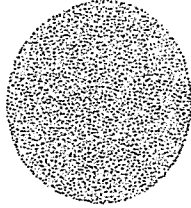
CHANGE IN ACCOUNT VALUE	Current Period	Year-to-Date
BEGINNING VALUE	\$47,900,525.50	\$0.00
Additions and Withdrawals	(\$22,400.00)	\$48,582,306.22
Misc. & Corporate Actions	\$0.00	\$0.00
Income	\$22,400.00	\$455,528.47
Taxes, Fees and Expenses	\$0.00	\$0.00
Change in Value	\$6,285.50	(\$1,131,023.69)
ENDING VALUE (AS OF 12/31/22)	\$47,906,811.00	\$47,906,811.00
Total Accrued Interest	\$242,394.28	
Ending Value with Accrued Interest	\$48,149,205.28	

Refer to Miscellaneous Footnotes for more information on Change in Value.

INCOME		
TAXABLE		
Taxable Interest	Current Period	Year-to-Date
TOTAL TAXABLE	\$22,400.00	\$455,528.47
TOTAL INCOME	\$22,400.00	\$455,528.47

Taxable income is determined based on information available to NIS at the time the statement was prepared, and is subject to change. Final information on taxation of interest and dividends is available on Form 1099-Div, which is mailed in February of the subsequent year.

ACCOUNT ALLOCATION



U.S. Treasury / Agency Sec. 100.0%

	Percent	Prior Period	Current Period
U.S. Treasury / Agency Sec.	100.0 %	\$47,900,525.50	\$47,906,811.00
TOTAL	100.0 %	\$47,900,525.50	\$47,906,811.00

Account Allocation shows the percentage that each asset class represents of your total account value. Account Allocation for equities, fixed income, and other categories may include mutual funds and may be net of short positions. NFS has made assumptions concerning how certain mutual funds are allocated. Closed-end mutual funds and Exchange Traded Products (ETPs) listed on an exchange may be included in the equity allocation. The chart may not reflect your actual portfolio allocation. Consult your broker/dealer prior to making investment decisions.

Statement for the Period December 1, 2022 to December 31, 2022
SAN BENITO COUNTY WATER DISTRICT - Corporation
Account Number: WBB-023302



Account Overview *continued*

MESSAGES AND ALERTS

Please make all check deposits/contributions payable to: NATIONAL FINANCIAL SRVS

----- If you have any issues, concerns or complaints with your UnionBanc Investment Services brokerage account or representative, you may contact us as follows: 1. By mail at UnionBanc Investment Services, Compliance Department P.O. Box 513100, Los Angeles, CA 90051-1100. 2. By phone to our Client Services Desk, toll-free within the U.S. at 1-800-634-1100, or outside the U.S. at 818-254-2088, and request to speak with Compliance regarding a customer complaint. 3. By email at: ubis_complaints@unionbank.com

Important notice regarding IRA rollovers. The Internal Revenue Code, or IRC, establishes rollover guidance and annual contribution and distribution limits permitted for your Individual Retirement Account, or IRA. If you rollover ineligible amounts, or contribute or distribute more than the annual IRS limit you may be subject to tax, interest and penalties. Please consult a tax advisor for specific guidance regarding your retirement account. It is your responsibility to ensure that your rollover or total annual contribution or distribution for the taxable year is within those IRC established limits for IRAs, and instructions for rollovers, contributions and distributions either on UnionBanc Investment Services-provided forms or client-provided correspondence must be clear.

UNIONBANC INVESTMENT SERVICES

MN_CEBNGWPHBBGYLSCBBBBB-20221230

Account carried with National Financial Services LLC, Member
NYSE, SIPC

Statement for the Period December 1, 2022 to December 31, 2022
 SAN BENITO COUNTY WATER DISTRICT - Corporation
 Account Number: WBB-023302



Holdings

NFS-provided cost basis, realized gain (loss) and holding period information may not reflect all adjustments necessary for tax purposes. Please refer to Footnotes and Cost Basis Information at the end of this statement for more information.

AI (Accrued Interest) - Represents interest accumulated since the last coupon date, but not yet paid by the Issuer or received by NFS. There is no guarantee that AI will be paid by the issuer.

For additional information regarding your holdings, please refer to the footnotes at the end of the statement.

FIXED INCOME - 100.00% of Total Account Value

For an explanation of fixed income pricing, please see the last page. Redemption schedule(s), bond rating(s), and other information are provided where available. If information does not appear regarding a particular investment, it is not available.

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Description	Symbol/Cusip Account Type	Quantity	Estimated Price on 12/31/22	Estimated Current Market Value	Estimated Annual Income	Original/Adjusted Cost Basis	Unrealized Gain (Loss)
U.S. Treasury / Agency Securities							
UNITED STATES TREAS SER L-2023 1.62500% 05/31/2023 NTS NOTE	912828R69 CASH	2,850,000	\$98.824	\$2,816,484.00	\$46,312.50	\$2,838,421.88	
MOODY'S Aaa							
CPN PMT SEMI-ANNUAL							
ON NOV 30, MAY 30							
Next Interest Payable: 05/31/23							
Accrued Interest \$4071.43							
Average Unit Cost \$99.59							
Adjusted Cost Basis							
Unrealized Market Discount Income	\$6,916.47 Q						(\$21,937.88)
UNITED STATES TREAS NTS NOTE 2.50000%	912828VS6	2,950,000	\$96.617	\$2,810,584.50	\$71,250.00	\$2,864,250.00	



Statement for the Period December 1, 2022 to December 31, 2022
SAN BENITO COUNTY WATER DISTRICT - Corporation
Account Number: WBB-023302



FIXED INCOME *continued*

Description	Symbol/Cusip Account Type	Quantity	Estimated Price on 12/31/22	Estimated Current Market Value	Estimated Annual Income	Original/Adjusted Cost Basis	Unrealized Gain (Loss)
<i>continued</i>							
UNITED STATES TREAS NTS NOTE 2.50000%	912828VS6						
08/15/2023	CASH						
MOODY'S Aaa							
CPN PMT SEMI-ANNUAL							
ON FEB 15, AUG 15							
Next Interest Payable: 02/15/23							
Accrued Interest \$26912.36							
Average Unit Cost \$100.25							
Adjusted Cost Basis							
YTD Amortized Premium	\$2,788.81 E					\$2,857,185.60	D (\$46,601.10)
UNITED STATES TREAS SER AE-2023 2.87500%	9128285K2	5,000,000	\$98.504	\$4,925,200.00	\$143,750.00	\$5,003,125.00	
10/31/2023 NTS NOTE	CASH						
MOODY'S Aaa							
CPN PMT SEMI-ANNUAL							
ON APR 30, OCT 30							
Next Interest Payable: 04/30/23							
Accrued Interest \$24620.17							
Average Unit Cost \$100.04							
Adjusted Cost Basis							
YTD Amortized Premium	\$841.41 E					\$5,001,901.48	D (\$76,701.48)
UNITED STATES TREAS SER R-2023 1.62500%	912828T91	2,850,000	\$97.52	\$2,779,320.00	\$46,312.50	\$2,825,953.13	
10/31/2023 NTS NOTE	CASH						
MOODY'S Aaa							
CPN PMT SEMI-ANNUAL							
ON APR 30, OCT 30							
Next Interest Payable: 04/30/23							
Accrued Interest \$7931.97							
Average Unit Cost \$99.16							
Adjusted Cost Basis							
Unrealized Market Discount Income	\$10,186.06 Q					\$2,825,953.13	D (\$46,633.13)
FEDERAL HOME LN MTG CORP MTN 2.80000%	3134GXXN9	1,600,000	\$98.097	\$1,569,552.00	\$44,800.00	\$1,600,000.00	
12/29/2023	CASH						
MOODY'S Aaa /S&P AA+							
CPN PMT SEMI-ANNUAL							
ON DEC 29, JUN 29							
Next Interest Payable: 06/29/23							
Accrued Interest \$248.89							
Average Unit Cost \$100.00							
Adjusted Cost Basis							
YTD Amortized Premium						\$1,600,000.00	D (\$30,448.00)

UNIONBANC INVESTMENT SERVICES

Account carried with National Financial Services LLC, Member
NYSE, SIPC

MN _CEBNGWPHBGCVLSC_BBBB 20221230

Statement for the Period December 1, 2022 to December 31, 2022
SAN BENITO COUNTY WATER DISTRICT - Corporation
Account Number: WBB-023302



FIXED INCOME *continued*

Description	Symbol/Cusip Account Type	Quantity	Estimated Price on 12/31/22	Estimated Current Market Value	Estimated Annual Income	Original/Adjusted Cost Basis	Unrealized Gain (Loss)
UNITED STATES TREAS SER AW-2024 0.87500% 91282CDV0 01/31/2024 NTS NOTE MOODY'S Aaa CPN PMT SEMI-ANNUAL ON JUL 31, JAN 31 Next Interest Payable: 01/31/23 Accrued Interest \$10435.80 Average Unit Cost \$97.47 Adjusted Cost Basis Unrealized Market Discount Income	CASH \$25,947.50 Q	2,850,000	\$95.949	\$2,734,546.50	\$24,937.50	\$2,777,859.38	
UNITED STATES TREAS SER AZ-2024 2.25000% 91282CEG2 03/31/2024 NTS NOTE MOODY'S Aaa CPN PMT SEMI-ANNUAL ON SEP 30, MAR 30 Next Interest Payable: 03/31/23 Accrued Interest \$28743.13 Average Unit Cost \$98.66 Adjusted Cost Basis Unrealized Market Discount Income	CASH \$112,500.00	5,000,000	\$97.023	\$4,851,150.00	\$112,500.00	\$4,932,812.50	
UNITED STATES TREAS SER Y-2024 2.25000% 91282BRR6 04/30/2024 NTS NOTE MOODY'S Aaa CPN PMT SEMI-ANNUAL ON OCT 31, APR 31 Next Interest Payable: 04/30/23 Accrued Interest \$8863.26 Average Unit Cost \$99.59 Adjusted Cost Basis Unrealized Market Discount Income	CASH \$20,110.15 Q	2,300,000	\$96.828	\$2,227,044.00	\$51,750.00	\$2,290,656.25	
UNITED STATES TREAS SER BG-2024 3.25000% 91282CFG1 08/31/2024 NTS NOTE MOODY'S Aaa CPN PMT SEMI-ANNUAL ON FEB 28, AUG 28 1ST CPN DTE 02/28/2023 Next Interest Payable: 02/28/23 Accrued Interest \$55214.09	CASH \$2,923.11 Q	5,000,000	\$97.914	\$4,895,700.00	\$162,500.00	\$5,006,250.00	
							(\$63,612.25)

UNIONBANC INVESTMENT SERVICES

Account carried with National Financial Services LLC, Member
NYSE, SIPC

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Statement for the Period December 1, 2022 to December 31, 2022
 SAN BENITO COUNTY WATER DISTRICT - Corporation
 Account Number: WBB-023302



FIXED INCOME *continued*

Description	Symbol/Cusip Account Type	Quantity	Estimated Price on 12/31/22	Estimated Current Market Value	Estimated Annual Income	Original/Adjusted Cost Basis	Unrealized Gain (Loss)
<i>continued</i>							
UNITED STATES TREAS SER BG-2024 3.25000% 91282CFG1							
Average Unit Cost \$100.10							
Adjusted Cost Basis							
FEDERAL HOME LOAN BA SER A2-9024	3130AS5H8	2,000,000	\$98.965	\$1,939,300.00	\$55,000.00	\$5,005,221.65	(\$109,521.65)
2.75000% 11/25/2024	CASH					\$2,000,000.00	
MOODY'S Aaa /S&P AA+							
CPN PMT SEMI-ANNUAL							
ON NOV 25, MAY 25							
Next Interest Payable: 05/25/23							
CALLABLE ON 02/25/2023 @ 100.0000							
STEP COUPON							
RESET FREQUENCY TERM MODE							
NEXT RESET 05/25/2023 @ 3.00000							
Accrued Interest \$5500.00							
Average Unit Cost \$100.00							
Adjusted Cost Basis							
UNITED STATES TREAS SER AK-2025 1.50000% 91282CDZ1		3,350,000	\$94.133	\$3,153,455.50	\$50,250.00	\$2,000,000.00	(\$60,700.00)
02/15/2025 NTS NOTE	CASH					\$3,209,718.75	
MOODY'S Aaa							
CPN PMT SEMI-ANNUAL							
ON AUG 15, FEB 15							
Next Interest Payable: 02/15/23							
Accrued Interest \$18980.30							
Average Unit Cost \$95.81							
Adjusted Cost Basis							
Unrealized Market Discount Income	\$27,816.62						(\$56,263.25)
UNITED STATES TREAS SER AN-2025 2.75000% 91282CED0		2,000,000	\$96.43	\$1,928,800.00	\$55,000.00	\$2,001,875.00	
05/15/2025 NTS NOTE	CASH						
MOODY'S Aaa							
CPN PMT SEMI-ANNUAL							
ON NOV 15, MAY 15							
Next Interest Payable: 05/15/23							
Accrued Interest \$7140.88							
Average Unit Cost \$100.07							
Adjusted Cost Basis							
YTD Amortized Premium	\$297.97						(\$72,899.03)
UNITED STATES TREAS SER AD-2025 0.25000% 91282CAM3		3,350,000	\$89.789	\$3,007,931.50	\$8,375.00	\$3,043,265.63	
09/30/2025 NTS NOTE	CASH						

Statement for the Period December 1, 2022 to December 31, 2022
 SAN BENITO COUNTY WATER DISTRICT - Corporation
 Account Number: WBB-023302



FIXED INCOME *continued*

Description	Symbol/Cusip Account Type	Quantity	Estimated Price on 12/31/22	Estimated Current Market Value	Estimated Annual Income	Original/Adjusted Cost Basis	Unrealized Gain (Loss)
UNITED STATES TREAS SER AD-2025 0.25000% 91282CAM3 <i>continued</i>							
MOODY'S Aaa							
CPN PMT SEMI-ANNUAL							
ON MAR 31, SEP 31							
Next Interest Payable: 03/30/23							
Accrued Interest \$2139.77							
Average Unit Cost \$90.84							
Adjusted Cost Basis							
Unrealized Market Discount Income	\$48,959.74 Q					\$3,043,265.63	D (\$35,334.13)
UNITED STATES TREAS SER V-2026 0.50000% 91282CB03							
02/28/2026 NTS NOTE							
MOODY'S Aaa							
CPN PMT SEMI-ANNUAL							
ON AUG 31, FEB 31							
Next Interest Payable: 02/28/23							
Accrued Interest \$5691.29							
Average Unit Cost \$90.50							
Adjusted Cost Basis							
Unrealized Market Discount Income	\$44,851.60 Q					\$3,031,750.00	D (\$46,699.00)
UNITED STATES TREAS SER N-2026 1.87500% 91282BY95							
07/31/2026 NTS NOTE							
MOODY'S Aaa							
CPN PMT SEMI-ANNUAL							
ON JAN 31, JUL 31							
Next Interest Payable: 01/31/23							
Accrued Interest \$26285.66							
Average Unit Cost \$94.69							
Adjusted Cost Basis							
Unrealized Market Discount Income	\$22,222.12 Q					\$3,172,031.25	D (\$73,817.25)
FEDERAL HOME LOAN BA SER CD-9027							
3.50000% 05/18/2027							
MOODY'S Aaa /S&P AA+							
CPN PMT SEMI-ANNUAL							
ON NOV 18, MAY 18							
Next Interest Payable: 05/18/23							
CALLABLE ON 05/18/2023 @ 100.0000							
Accrued Interest \$9615.28							
Average Unit Cost \$100.00							
Unrealized Market Discount Income	\$22,222.12 Q					\$2,300,000.00	

UNIONBANC INVESTMENT SERVICES

Account carried with National Financial Services LLC, Member
 NYSE, SIPC



Statement for the Period December 1, 2022 to December 31, 2022
 SAN BENITO COUNTY WATER DISTRICT - Corporation
 Account Number: WEBB-023302



FIXED INCOME continued

Description	Symbol/Cusip Account Type	Quantity	Estimated Price on 12/31/22	Estimated Current Market Value	Estimated Annual Income	Original/Adjusted Cost Basis	Unrealized Gain (Loss)
FEDERAL HOME LOAN BA SER CD-9027	3130ARUJ3	continued					
Adjusted Cost Basis							
Total U.S. Treasury / Agency Securities		50,000,000		\$47,906,811.00	\$1,032,800.00	\$2,300,000.00	0 (\$115,322.00)
Total Fixed Income		50,000,000		\$47,906,811.00	\$1,032,800.00	\$48,888,276.53	(\$981,465.53)
Total Securities				\$47,906,811.00	\$1,032,800.00	\$48,888,276.53	(\$981,465.53)
TOTAL PORTFOLIO VALUE				\$47,906,811.00	\$1,032,800.00	\$48,888,276.53	(\$981,465.53)

Activity

NFS-provided cost-basis, realized-gain/(loss) and holding-period information may not reflect all adjustments necessary for tax purposes. Please refer to Footnotes and Cost Basis Information at the end of this statement for more information.

ADDITIONS AND WITHDRAWALS > OTHER ADDITIONS AND WITHDRAWALS

Date	Account Type	Transaction	Description	Quantity	Amount
Other Additions and Withdrawals					
12/29/22	CASH	TRANSFER TO ACCOUNT	AUTO MONEY MOVEMENT ID88780072 MUGF UNION BANK, N.A. *****9617		(\$22,400.00)
Total Other Additions and Withdrawals					(\$22,400.00)
TOTAL ADDITIONS AND WITHDRAWALS					(\$22,400.00)

ACTIVITY > INCOME > TAXABLE INCOME

Settlement Date	Account Type	Transaction	Description	Quantity	Amount
Taxable Interest					

UNIONBANC INVESTMENT SERVICES

Account carried with National Financial Services LLC, Member
 NYSE, SIPC

MN_CEBNGWPHBGBVLSC_BBBB 20221230

Statement for the Period December 1, 2022 to December 31, 2022
 SAN BENITO COUNTY WATER DISTRICT - Corporation
 Account Number: WBB-023302



ACTIVITY > INCOME > TAXABLE INCOME *continued*

Settlement Date	Account Type	Transaction	Description	Quantity	Amount
12/29/22	CASH	INTEREST	FEDERAL HOME LN MTG CORP MTN 2.80000% 12/29/2023		\$22,400.00
Total Taxable Interest					\$22,400.00
Total Taxable Income					\$22,400.00
TOTAL INCOME					\$22,400.00

Footnotes and Cost Basis Information

Amortization, accretion and similar adjustments to cost basis have been provided for many fixed income securities (and some bond-like equities), however, they are not provided for certain types, such as short-term instruments, Unit Investment Trusts, foreign fixed income securities, or those that are subject to early prepayment of principal (pay downs). Where current year premium or acquisition premium amortization is provided, the prior years' cumulative amortization is reflected in the adjusted cost basis, but we cannot provide a breakdown or the total of such prior amortization amounts.

NFS is required to report certain cost basis and related information to the IRS on the Form 1099-B. Your official 1099-B forms for certain transactions will reflect which lots have been sold for tax purposes. To apply a specific identification cost basis method to 1099-B reporting, appropriate instructions must be on file with NFS or be received by NFS before the trade has settled. Absent such instructions, NFS determines cost basis at the time of sale based on its default methods of average cost for open-end mutual funds and first-in, first-out (FIFO) for all other (including ETFs) unless your broker dealer has elected to use another default method. NFS applies FIFO (or other disposal method, if applicable) based on its records, which may be different from yours. For transactions that are not subject to 1099-B cost basis reporting, you should refer to your trade confirmations and other applicable records to determine which lots were considered sold for tax purposes.

While NFS must meet IRS requirements with respect to certain information required to be reported to the IRS, NFS-provided cost basis, realized gain and loss, and holding period information may not reflect all adjustments necessary for your tax reporting purposes. NFS makes no warranties with respect to and specifically disclaims any liability arising out of a customer's use of, or any tax position taken in reliance upon, such information.

For investments in partnerships, NFS does not make any adjustments to cost basis information as the calculation of basis in such investments requires supplemental information from the partnership on its income and distributions during the period you held your investment. Partnerships usually provide this additional information on a Form K-1 issued by April 15th of the following year.

Consult your tax advisor for further information.

Cost basis and gain/loss information is provided as a service to corporate accounts. The information listed in the year-to-date gain/loss summary section is based on a calendar year (January - December). If your business/entity has a fiscal year end other than December 31st for tax purposes, the year-to-date information will not apply. If you have questions about your tax situation, consult your tax advisor.

D - Adjusted cost basis reflects any cumulative original issue discount, premium, or acquisition premium, and it assumes such amounts were amortized by the taxpayer over the life of the security from acquisition date through disposition date. For securities still held, maturity date was used instead of disposition date. Premium amortization was calculated using the yield-to-maturity method. Acquisition premium was calculated using the ratable accrual method. If applicable, adjusted cost basis reflects market discount accretion which was calculated using the straight-line method and

UNIONBANC INVESTMENT SERVICES

Account carried with National Financial Services LLC, Member
 NYSE, SIPC



Footnotes and Cost Basis Information

continued

was recognized at disposition date. Gain/loss displayed for this transaction was based on cost basis as adjusted for premium and discount as stated above and does not reflect any losses disallowed because of wash sales (if applicable). The adjusted cost basis may not reflect all adjustments necessary for tax reporting purposes and may also not apply if you are using an alternative amortization calculation method. Refer to IRS Publication 550, Investment Income and Expenses, for additional information.

E - YTD amortized premium was calculated on the yield-to-maturity amortization method. Cumulative premium amortization from acquisition date through disposition date is reflected in the adjusted cost basis. For securities still held, maturity date was used instead of disposition date. For tax-exempt securities, amortization of premium is required and is not deductible from taxable income. For taxable bonds, a tax election may be required to amortize premium, and the current year's amortized premium may be deductible from taxable income. Our adjusted cost basis calculation may not reflect all adjustments necessary for tax reporting purposes. It may not be applicable if you have not made an appropriate tax election or if you are using an alternative amortization calculation method. Review prior adjustments that you have made, and consult your tax advisor and IRS Publication 550, Investment Income and Expenses, for additional information.

Q - Unrealized Market discount income was calculated using the straight-line method from acquisition date through statement period ending date. Our calculation assumes the taxpayer has elected to defer recognizing the market discount until sale (disposition). Other elections available under tax laws may be more beneficial, depending on your individual tax situation. For Federal tax purposes, market discount income from both taxable and tax-exempt bonds is treated as taxable interest income.

If a sale, redemption or other disposition involved multiple tax lots, the transaction's totals may have been calculated using a combination of adjusted and unadjusted cost basis information. For lots where adjusted cost basis and its associated gain/loss are known, that was used, otherwise "regular" unadjusted cost basis and its associated gain/loss was used.

Miscellaneous Footnotes

CHANGE IN VALUE OF YOUR PORTFOLIO is the change in market value of your portfolio assets over the time period shown. The portfolio assets include the market value of all the securities in the account, plus insurance and annuity assets if applicable. The time frame of the graph is from account opening or September 2011, whichever is later, to the current period. Please note that large increases and/or declines in the change in the value of the portfolio can be due to additions, distribution and/or performance.

CHANGE IN VALUE reflects appreciation or depreciation of your holdings due to price changes plus any activity not reflected within Additions and Withdrawals, Misc. & Corporate Actions, Income, Taxes, Fees and Expenses, and Other Activity sections. Change in Value does not reflect activity related to assets in which NFS is not the custodian (e.g. Insurance and Annuities, Assets Held Away and Other Assets Held Away).

CALLABLE SECURITIES LOTTERY - When street name or bearer securities held for you are subject to a partial call or partial redemption by the issuer, NFS may or may not receive an allocation of called/redeemed securities by the issuer, transfer agent and/or depository. If NFS is allocated a portion of the called/redeemed securities, NFS utilizes an impartial lottery allocation system, in accordance with applicable rules, that randomly selects the securities within customer accounts that will be called/redeemed. NFS' allocations are not made on a pro rata basis and it is possible for you to receive a full or partial allocation, or no allocation. You have the right to withdraw uncalled fully paid securities at any time prior to the cutoff date and time established by the issuer, transfer agent and/or depository with respect to the partial call, and also to withdraw excess margin securities provided your account is not subject to restriction under Regulation T or such withdrawal will not cause an undermargined condition.

Statement for the Period December 1, 2022 to December 31, 2022
SAN BENITO COUNTY WATER DISTRICT - Corporation
Account Number: WEBB-023302



Miscellaneous Footnotes *continued*

PRICING INFORMATION - Prices displayed are obtained from sources that may include pricing vendors, broker/dealers who clear through NFS and/or other sources. Prices may not reflect current fair market value and/or may not be readily marketable or redeemable at the prices shown.

FOREIGN EXCHANGE TRANSACTIONS - Some transaction types necessitate a foreign currency exchange (FX) in order to settle. FX transactions may be effected by Fidelity Forex, LLC, on a principal basis. Fidelity Forex, LLC, an affiliate of NFS, may impose a commission or markup on the prevailing interbank market price, which may result in a higher price to you. Fidelity Forex, LLC, may share a portion of any FX commission or markup with NFS. More favorable rates may be available through third parties not affiliated with NFS. The rate applicable to any transaction involving an FX is available upon request through your broker-dealer.

COST BASIS LEGISLATION - New IRS Rules will require National Financial Services to report cost basis and holding period information for the sale of shares of open end Mutual Fund holdings purchased on or after January 1, 2012 on Form 1099-B. National Financial Services determines the cost basis for all shares of open end mutual funds using a default method of average cost. Alternatively, account owners or their brokers and advisors can instruct National Financial Services to determine the cost basis for shares of open end mutual funds by 1) setting up their non-retirement accounts with one of our eleven tax lot disposal methods available to investors or 2) identifying specific tax lots to sell at the time of a transaction. Contact your broker or advisor to learn more about the cost basis tracking of your holdings.

GLOSSARY Short Account Balances-If you have sold securities under the short sale rule, we have, in accordance with regulations, segregated the proceeds from such transactions in your Short Account. Any market increases or decreases from the original sale price will be marked to the market and will be transferred to your Margin Account on a weekly basis. **Market Value** - The Total Market Value has been calculated out to 9 decimal places but the individual unit price is displayed in 5 decimal places. The Total Market Value represents prices obtained from various sources, may be impacted by the frequency in which such prices are reported and such prices are not guaranteed. Prices received from pricing vendors are generally based on current market quotes, but when such quotes are not available the pricing vendors use a variety of techniques to estimate value. These estimates, particularly for fixed income securities, may be based on the minimum principal amounts (e.g. \$1 million) and may not reflect all of the factors that affect the value of the security, including liquidity risk. In certain situations, a price may be derived from a single broker quote. The prices provided are not firm bids or offers. Certain securities may reflect "N/A" or "unavailable" where the price for such security is generally not available from a pricing source. The Market Value of a security, including those

CUSTOMER SERVICE: Please review your statement and report any inaccuracy or discrepancy immediately by calling the telephone number of your broker-dealer reflected on the front of this statement. Reports of any inaccuracy or discrepancy regarding your brokerage account or the activity therein should be directed to your broker-dealer at the telephone number and address reflected on the front of this statement and National Financial Services LLC ("NFS").

NFS carries your brokerage account and acts as your custodian for funds and securities that are deposited with NFS by you or your broker-dealer. In addition to your initial contact with your broker-dealer you may contact NFS at (800) 801-9942. Any oral communications regarding inaccuracies or discrepancies should be reconfirmed in writing to protect your rights, including those under the Securities Investor Protection Act ("SIPA"). When contacting either your broker-dealer or NFS, remember to include your entire brokerage account number to ensure a prompt reply.

ADDITIONAL INFORMATION Free credit balances ("FCB") are funds payable to you on demand. FCB are subject to open commitments such as uncleared checks and exclude proceeds from sales of certificated securities without delivery of the certificate. If your FCB is swept to a core position, you can liquidate the core position and have the proceeds sent to you or held in your account subject to the terms of your account agreement. Required rule 10b-10(a) information not contained herein will be provided on written request. Fidelity may use this free credit balance in connection with its business, subject to applicable law.

Credit Adjustment Program. Accountholders receiving payments in lieu of qualified dividends may not be eligible to receive credit adjustments intended to help cover additional associated federal tax burdens. NFS reserves the right to deny the adjustment to any accountholder and to amend or terminate the credit adjustment program.

Options Customers. Each transaction confirmation previously delivered to you contains full information about commissions and other charges. If you require further information, please contact your broker-dealer.

Assignments of American and European-style options are allocated among customer short positions pursuant to a random allocation procedure; a description of which is available upon request. Short positions in American-style options are liable for assignment at any time. The writer of a European-style option is subject to exercise assignment only during the exercise period. You should advise your broker-dealer promptly of any material change in your investment objectives or financial situation. Splits, Dividends, and Interest. Expected stock split, next dividend payable, and next interest payable information has been provided by third parties and may be subject to change. Information for certain securities may be missing if not received from third parties in time for pricing. NFS is not responsible for inaccurate, incomplete, or missing information. Please consult your broker-dealer for more information about expected stock split, next dividend payable, and next interest payable for certain securities.

Equity Dividend Reinvestment Customers. Shares credited to your brokerage account resulted from transactions effected as agent by either: 1) Your broker-dealer for your investment account, or 2) through the Depository Trust Company (DTC) dividend reinvestment program. For broker-dealer effected transactions, the time of the transactions, the exchange upon which these transactions occurred and the name of the person from whom the security was purchased will be furnished upon written request. NFS may have acted as market maker in effecting trades in "over-the-counter" securities.

Retirement Contributions/Distributions. A summary of retirement contributions/distributions is displayed for you in the activity summary section of your statement. Income Reporting, NFS reports earnings from investments in Traditional IRAs, Rollover IRAs, SEP-IRAs and, Keoghs as tax-deferred income. Earnings from Roth IRAs are reported as tax-free income, since distributions may be tax-free after meeting the 5 year aging requirement and certain other conditions. A financial statement of NFS is available for your personal inspection at its office or a copy of it will be mailed to you upon your written request.

Statement Mailing. NFS will deliver statements by mail or, if applicable, notify you by e-mail of your statement's availability, if you had transactions that affected your cash balances or security positions held in your account(s) during the last monthly reporting period. At a minimum, all brokerage customers will receive quarterly statements (at least four times per calendar year) as long as their accounts contain a cash or securities balance.

Sales Loads and Fees. In connection with (i) access to, purchase, sale, exchange or redemption of, and/or maintenance of positions in mutual funds, ETFs and other investment products such as alternative investments or private placements ("funds") or (ii) infrastructure needed to support such funds, some funds, or their investment

prices at par value, may differ from its purchase price and may not closely reflect the value at which the security may be sold or purchased based on various market factors. Investment decisions should be made only after consulting your broker-dealer.

Estimated Annual Income (EAI) & Estimated Yield (EY) - EAI for fixed income is calculated using the coupon rate. For all other securities, EAI is calculated using an indicated annual dividend (IAD). The IAD is an estimate of a security's dividend payments for the next 12 months calculated based on prior and/or declared dividends for that security. EY reflects only the income generated by an investment and not changes in its price which may fluctuate. Interest and dividend rates are subject to change at any time and may be affected by current and future economic, political and business conditions. EAI and EY are estimates only and may include return of principal and/or capital gains, which would render them overstated. EAI and EY are provided for informational purposes only and should not be used or relied on for making investment, trading or tax decisions. EAI and EY are based on data obtained from information providers believed to be reliable, but no assurance can be made as to accuracy, timeliness or completeness.

affiliates, pay your introducing broker dealer and/or NFS sales loads and 12b-1 fees described in the Offering Materials as well as additional compensation for shareholder services, start-up fees, platform support and maintenance, and marketing, engagement and analytics programs. Additional information about the source(s) and amount(s) of compensation as well as other remuneration received by FBS or NFS will be furnished to you upon written request. At time of purchase fund shares may be assigned a load, transaction fee or no transaction fee status. At time of sale, any fees applicable to your transaction will be assessed based on the status assigned to the shares at time of purchase. **Margin.** If you have applied for margin privileges and been approved, you may borrow money from NFS in exchange for pledging the assets in your account as collateral for any outstanding margin loan. The amount you may borrow is based on the value of securities in your margin account, which is identified on your statement. If you have a margin account, this is a combined statement of your margin account and special memorandum account other than your non-purpose margin accounts maintained for you under Section 220.5 of Regulation T issued by the Board of Governors of the Federal Reserve Board. The permanent record of the separate account, as required by Regulation T, is available for your inspection upon request. **NYSE and FINRA.** All transactions are subject to the consultation, rules, regulations, customs, usages, rulings and interpretations of the exchange market and its clearing house, if any, where the transactions are executed, and of the New York Stock Exchange (NYSE) and of the Financial Industry Regulatory Authority ("FINRA"). The FINRA requires that we notify you in writing of the availability of an investor brochure that includes information describing FINRA Regulation's BrokerCheck Program ("Program"). To obtain a brochure or more information about the Program or FINRA Regulation, contact the FINRA Regulation BrokerCheck Program Hotline at (800) 289-9999 or access the FINRA's web site at www.finra.org. **FINRA Rule 4311** requires that your broker-dealer and NFS allocate between them certain functions regarding the administration of your brokerage account. The following is a summary of the allocation services performed by your broker-dealer and NFS. A more complete description is available upon request. **Your broker-dealer is responsible for:** (1) obtaining and verifying brokerage account information and documentation, (2) opening, approving and monitoring your brokerage account, (3) transmitting timely and accurate orders and other instructions to NFS with respect to your brokerage account, (4) determining the suitability of investment recommendations and advice, (5) operating, and supervising your brokerage account and its own activities in compliance with applicable laws and regulations including compliance with margin rules pertaining to your margin account, if applicable, and (6) maintaining required books and records for the services that it performs. **NFS shall, at the direction of your broker-dealer:** (1) execute, clear and settle transactions processed through NFS by your broker-dealer, (2) prepare and send transaction confirmations and periodic statements of your brokerage account (unless your broker-dealer has undertaken to do so). Certain securities pricing and descriptive information may be provided by your broker-dealer or obtained from third parties deemed to be reliable, however, this information has not been verified by NFS, (3) act as custodian for funds and securities received by NFS on your behalf, (4) follow the instructions of your broker-dealer with respect to transactions and the receipt and delivery of funds and securities for your brokerage account, and (5) extend margin credit for purchasing or carrying securities on margin. Your broker-dealer is responsible for ensuring that your brokerage account is in compliance with federal, industry and NFS margin rules, and for advising you of margin requirements. NFS shall maintain the required books and records for the services it performs. **Securities in accounts carried by NFS** are protected in accordance with the Securities Investor Protection Corporation ("SIPC") up to \$500,000. The \$500,000 total amount of SIPC protection is inclusive of up to \$250,000 protection for claims for cash, subject to periodic adjustments for inflation in accordance with terms of the SIPC statute and approval by SIPC's Board of Directors. NFS also has arranged for coverage above these limits. Neither coverage protects against a decline in the market value of securities, nor does either coverage extend to certain securities that are considered ineligible for coverage. For more details on SIPC, or to request a SIPC brochure, visit www.sipc.org or call 1-202-371-8300. Funds used to purchase or sweep to a bank deposit are SIPC protected until deposited to a Program Bank at which time they may be eligible for FDIC insurance. Assets Held Away, commodities, unregistered investment contracts, futures accounts, loaned securities and other investments may not be covered. Precious metals are not covered by SIPC protection. Mutual funds and/or other securities are not backed or guaranteed by any bank, nor are they insured by the FDIC and involve investment risk including possible loss of principal.

End of Statement

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UNIONBANC INVESTMENT SERVICES

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Account carried with National Financial Services LLC, Member
NYSE, SIPC

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Agenda

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Fiscal Year 2023 On-Call Contract Activity Report
MCC Controls dba Primex - *Water Treatment Plants Maintenance Agreement (SCADA Services)
Board Meeting 1/25/23

**NTE Contract Amount	Task Order Amount	Contract Amount Remaining	Task Order Number	Task Order Description	Task Order Issued Date
\$ 400,000					
	\$ 30,000	\$ 370,000	1	Control System Services	12.6.22
	\$ 130,665	\$ 239,335	2	RTU Hardware for RTU-8,-9,-10,-11,-14,-20	12.6.22
	\$ 48,300	\$ 191,035	3	RTU - 10 PLC and Device Upgrades	1.9.23
	\$ 46,492	\$ 144,543	4	TRU - 11 PLC and Device Upgrades	1.9.23
\$ 400,000	\$ 255,457	\$ 144,543			

*SBCW/D Board approved 9.21.22, Contract #PRIMEX-2022 OC
 **Contract expires 9.19.25



**Annual NTE Contract Amount	Task Order Amount	Contract Amount Remaining	Task Order Number	Task Order Description	Task Order Issued Date
\$ 250,000					
	\$ 50,000	\$ 200,000	1	Well design & siting (last phase of current grant)	12.5.22
	\$ 75,000	\$ 125,000	2	Grant Application Support-DWR & USBR	12.20.22
\$ 250,000	\$ 125,000	\$ 125,000			

****1**-year term expires 11.3.23, with option of 2 additional years (total of 3 years NTE \$750,000)



Agenda

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RESOLUTION NO. 2023-03

**A RESOLUTION OF THE SAN BENITO COUNTY WATER DISTRICT
REGARDING THE DISTRICT MANAGER/GENERAL MANAGER'S
AUTHORITY TO APPROVE WATER TRANSFERS AND EXECUTE
DOCUMENTS ON BEHALF OF SAID DISTRICT AND TO CONDUCT CERTAIN
BANKING TRANSACTIONS**

BE IT RESOLVED, the District Manager/General Manager of the San Benito County Water District (District), is hereby granted authority to approve water transfers and to sign any and all documents relating thereto; to sign on behalf of said District, any and all contracts, grants of easements, rights-of-way and any such other documents that do not specifically require Board approval and to record any such documents as deemed necessary.

BE IT FURTHER RESOLVED, that the District Manager/General Manager is granted authority, on behalf of the District, to be the contracting officer for banking transactions and is further authorized to designate signers on any such bank accounts.

PASSED AND ADOPTED by the Board of Directors of the San Benito County Water District, this 25th day of January 2023, by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

ABSTAIN: DIRECTORS:

*(Signature of presiding Board member
Attested by Board Secretary
Resolution #2023-03)*

Sonny Flores
Board President

ATTEST:

Joyce Machado
Manager of Administration, Finance
and Business Services



Agenda

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RESOLUTION NO. 2023-04

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN BENITO COUNTY WATER DISTRICT
AUTHORIZING THE INVESTMENT OF MONIES
IN THE LOCAL AGENCY INVESTMENT FUND**

WHEREAS, The Local Agency Investment Fund is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the San Benito County Water District Board of Directors' hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the San Benito County Water District

NOW THEREFORE, BE IT RESOLVED, that the San Benito County Water District Board of Directors hereby authorizes the deposit and withdrawal of the San Benito County Water District monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein:

BE IT FURTHER RESOLVED, as follows:

Section 1. The following San Benito County Water District employees holding the title(s) specified hereinbelow or their successors are each hereby authorized to order the deposit or withdrawal of monies in the Local Agency Investment Fund and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transaction contemplated hereby:

Steve Wittry	Joyce Machado
General Manager	Manager of Administration, Finance and Business Services

Section 2. This resolution shall remain in full force and effect until rescinded by San Benito County Water District Board of Directors by resolution and a copy of the resolution rescinding this resolution is filed with the State Treasurer's Office.

BE IT FURTHER RESOLVED that the President of the Board is authorized to sign said Resolution, on behalf of this Board and District.

DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT

PASSED AND ADOPTED by the Board of Directors of the San Benito County Water District this 25th of January 2023, by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSTAIN: DIRECTORS:

ABSENT: DIRECTORS:

San Benito County Water District
30 Mansfield Road
Hollister, CA 95023

(831)637-8218

*(Signature of presiding Board member
Attested by Board Secretary
Resolution #2023-04)*

Sonny Flores
President

ATTEST:

Joyce Machado
Manager of Administration, Finance
and Business Services

CERTIFIED RESOLUTION

I, Joyce Machado, board secretary of the San Benito County Water District, do hereby certify that the following is a true and correct copy of a resolution duly adopted at the regular meeting of the Board of Directors, duly held on January 25, 2023. This resolution has not been modified, rescinded or revoked and is at present in full force and effect.

In Witness whereof, the undersigned has affixed her signature and the corporate seal.

Joyce Machado
Manager of Administration, Finance & Business Services
Board Secretary

Date of signature



Agenda

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RESOLUTION NO. 2023-05

**A RESOLUTION AMENDING THE STANDARD
MODEL CONFLICT OF INTEREST CODE FOR THE
SAN BENITO COUNTY WATER DISTRICT**

WHEREAS, on June 25, 1980 the San Benito County Water District (District) adopted Resolution No. 80-3, wherein the District incorporated by reference the Fair Political Practices Commission Standard Model Conflict of Interest Code; and

WHEREAS, upon biennial review of the code as required by law, the District has determined that certain amendments are necessary to Appendix No. 1 to include new positions and revise titles of existing positions.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Benito County Water District, as follows:

1. Appendix No. 1 to the District's Model Conflict of Interest Code is hereby amended as follows:
 - A. The designated positions shall include the five members of the Board of Directors; General Manager; District Engineer; Manager of Administration, Finance and Business Services; Operations and Maintenance Manager; Deputy District Engineer and District Counsel.
 - B. The disclosure categories shall be A through E for all designated positions.
2. This resolution shall be submitted to the San Benito County Board of Supervisors acting as the code reviewing body for approval.
3. Except as amended by this Resolution, Resolutions 80-3 2008-16, 2020-11, 2022-13 as amended, shall remain in full force and effect.

THE FOREGOING RESOLUTION was adopted at a regular meeting of the Board of Directors of the San Benito County Water District held on January 25, 2023, by the following vote:

AYES: DIRECTORS:
NOES: DIRECTORS:
ABSENT: DIRECTORS:
ABSTAIN: DIRECTORS:

(Signature of presiding Board member
Attested by Board Secretary
Resolution #2023-05)

Sonny Flores

President

ATTEST:

Joyce Machado
Manager of Administration, Finance
and Business Services



Agenda

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ORDINANCE NO. 64

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE
SAN BENITO COUNTY WATER DISTRICT
ESTABLISHING SAN FELIPE DISTRIBUTION SYSTEM WATER CHARGES FOR
AGRICULTURAL, NON-AGRICULTURAL AND WHOLESALE WATER**

WHEREAS, on November 8, 1977, the voters of San Benito County passed Proposition B, which authorized the levy of charges sufficient to repay the United States for the District's share of the cost of construction and cost of operation and maintenance of the Federal Facilities portion of the San Felipe Division of the Central Valley Project; and

WHEREAS, Proposition B also authorized a levy of charges sufficient to repay the costs of construction and cost of operation and maintenance of the District's Distribution Facilities; and

WHEREAS, the Board of Directors has determined charges which together with other revenue sources, are sufficient to repay the United States for the construction and operation and maintenance of the Federal Facilities or for the cost of operation and maintenance and repayment of the District's Distribution Facilities; and

WHEREAS, the District mailed notices to all parcels upon which the charge is to be imposed (*excepting wholesale rate customers) setting forth the information required in Section 6 of Article XIII D of the California Constitution (Proposition 218) and notifying the owners thereof of a public hearing on January 25, 2023, to consider the charge (*Wholesale charges are not subject to Article XIII D of the California Constitution); and

WHEREAS, the District also published a Notice of Public Hearing for January 25, 2023, at 5 p.m. to consider the adoption of an ordinance setting all San Felipe rates and charges; and

WHEREAS, after 45 days from the date said Proposition 218 notice was mailed, and pursuant to said Notice of Public Hearing, the Board conducted a public hearing on January 25, 2023, to determine whether or not the charge should be levied in Zone 6, and to consider the amount of any such charge; and

WHEREAS, excepting the wholesale rate to which the protest procedure is not applicable, less than a majority of the owners or lessees of parcels upon which the charge is proposed for imposition filed protests.

BE IT ORDAINED by the Board of Directors of the San Benito County Water District as follows:

1. Rates and Charges: In order to meet said costs, the rates for water delivered through the pressurized San Felipe Distribution System shall be established as follows:

CONTRACT CUSTOMERS	Water Year Commencing March 1, 2023	Water Year Commencing March 1, 2024	Water Year Commencing March 1, 2025	Unit of Measure
Agricultural	\$ 294.68	\$ 300.58	\$ 306.59	per acre foot
Agricultural Full Cost (RRA Section 205(a)(3))*	\$ 294.68	\$ 300.58	\$ 306.59	per acre foot
Agricultural Full Cost (RRA Section 202(3))*	\$ 294.68	\$ 300.58	\$ 306.59	per acre foot
Non-Agricultural (Municipal and Industrial)	\$ 653.70	\$ 640.07	\$ 623.53	per acre foot
Wholesale	\$ 653.70	\$ 640.07	\$ 623.53	per acre foot
SMALL PARCEL CUSTOMERS *Small Parcel Service (parcels 10 acres less in area) Non-Agricultural (Municipal & Industrial)	Water Year Commencing March 1, 2023	Water Year Commencing March 1, 2024	Water Year Commencing March 1, 2025	Unit of Measure
Non-Agricultural (Municipal & Industrial)	\$ 653.70	\$ 640.07	\$ 623.53	per acre foot
*Small Parcel Municipal & Industrial customers will be billed the actual water amount used (per acre foot) at the water rate shown. There will be no minimum amount to be purchased.				

All Municipal & Industrial Customers <u>Non-Agricultural (Municipal & Industrial)</u>					
	Current Rate	Water Year Commencing March 1, 2023	<u>Proposed Rate</u> Water Year Commencing March 1, 2024	Water Year Commencing March 1, 2025	Unit of Measure
**Water Supply-Reliability Charge	\$ 0.00	\$ 100.00	\$ 175.00	\$ 250.00	per acre foot
**Water Supply-Reliability Charge is assessed in addition to the Municipal & Industrial rate shown above.					

Power Charge: For all water delivered through Subsystems				
	Water Year Commencing March 1, 2023	Water Year Commencing March 1, 2024	Water Year Commencing March 1, 2025	Unit of Measure
Subsystem 2	\$ 40.22	\$ 41.64	\$ 43.10	per acre foot
Subsystem 6H	\$ 40.22	\$ 41.64	\$ 43.10	per acre foot
Subsystem 9L	\$ 94.01	\$ 97.31	\$ 100.73	per acre foot
Subsystem 9H	\$ 94.01	\$ 97.31	\$ 100.73	per acre foot
All other subsystems	\$ 40.22	\$ 41.64	\$ 43.10	per acre foot

Regulatory Overuse Charge
Water used over the allocation(s) will be billed at the applicable agricultural or non-agricultural rate along with the regulatory overuse charge. The regulatory charge is to encourage conservation and discourage overuse, and is the current spot market rate, with a maximum of \$2000.00 per acre foot. The regulatory charge is applied to blue valve water use which exceeds the parcel or account allocation.

2. Findings:

The Board of Directors hereby finds and determines that:

- a) Revenues derived from the charge imposed herein do not exceed the funds required to pay for operation and maintenance costs associated with the delivery of San Felipe water and the power costs for pumping, transmission and distribution of San Felipe water to the District's customers, and shall not be used for any other purpose;
- b) The amount of the charge does not exceed the proportional cost of the service attributable to the parcel;
- c) The service for which the charge is imposed (see 1. above) is actually used by or is immediately available to the owner in question;
- d) The charge is not imposed for general governmental services.
- e) The wholesale charge does not exceed the reasonable costs to the District of providing the product and services to the retailer.

3. Effective Date: The above rates and charges shall be effective upon the commencement of each water year as set forth in Paragraph #1 above.

4. Repeal of Prior Ordinances: All Ordinance and parts of Ordinances inconsistent herewith are hereby repealed.

5. Severability Clause: In the event that any portion or provision of this Ordinance shall be determined by a court of law or other tribunal to be invalid or unconstitutional, such findings of invalidity or unconstitutionality shall not affect the validity of the remaining provisions of this Ordinance, which shall remain in full force and effect.

6. Publication: This Ordinance shall take effect immediately. Within 15 days after its passage, this Ordinance shall be published once in a newspaper of general circulation in the County of San Benito, State of California, together with the names of the members of the Board of Directors voting for and against same.

PASSED AND ADOPTED this 25th day of January, 2023, by the San Benito County Board of Directors by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

ABSTAIN: DIRECTORS:

(Signature of presiding Board member
Attested by Board Secretary
Ordinance 64)

Sonny Flores
President

ATTEST:

Joyce Machado
Manager of Administration, Finance
and Business Services

RESOLUTION NO. 2023-06

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN BENITO COUNTY WATER DISTRICT
ESTABLISHING GROUNDWATER CHARGES IN ZONE 6
FOR THE 2023-2024, 2024-2025 and 2025-2026 WATER YEARS**

WHEREAS, pursuant to Section 70-7.7 of the San Benito County Water District Act, the Board of Directors held a public hearing on the second Monday of January 2023 to review and receive public comment on the Final Annual Groundwater Report for Water Year 2022; and

WHEREAS, on January 9, 2023 the Board of Directors accepted the Annual Groundwater Report for Water Year 2022 with the findings read into the record as set forth in Water Code Appendix 70-7.6; and

WHEREAS, the Final Annual Groundwater Report recommends that a groundwater charge be levied, and presents water supply, water usage, and water replenishment information and presents proposed rates (revenue levels); and

WHEREAS, the District mailed notices to all parcels upon which the charge is to be imposed setting forth the information required in Section 6 of Article XIII D of the California Constitution (Proposition 218) and notifying the owners thereof of a public hearing on January 25, 2023, to consider the charge; and

WHEREAS, after 45 days from the date said Notice was mailed, the Board conducted a public hearing on January 25, 2023, to determine whether or not the charge should be levied in Zone 6, and to consider the amount of any such charge; and

WHEREAS, less than a majority of the owners or lessees of parcels upon which the charge is proposed for imposition filed protests.

WHEREAS, a notice of a public hearing for January 25, 2023 was published in the newspaper as required by the District Act.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED pursuant to Section 70-7.8 of the San Benito County Water District Act that the groundwater charges for the ensuing water years (March 1, 2023 through February 29, 2024, March 1, 2024 through February 28, 2025 and March 1, 2025 through February 28, 2026) are hereby levied assessed and fixed against all persons operating groundwater producing facilities within Zone 6 as follows:

Water Year 2023-2024

Water Primarily for Municipal and Industrial Purposes

\$ 13.75 per acre foot

Water Primarily for Agricultural Purposes

\$ 13.75 per acre foot

Water Year 2024-2025

Water Primarily for Municipal and Industrial Purposes

\$ 14.03 per acre foot

Water Primarily for Agricultural Purposes

\$ 14.03 per acre foot

Water Year 2025-2026

Water Primarily for Municipal and Industrial Purposes

\$ 14.31 per acre foot

Water Primarily for Agricultural Purposes

\$ 14.31 per acre foot

BE IT FURTHER RESOLVED AND ORDERED pursuant to Section 70-7.10 of the San Benito County Water District Act that each operator of a water producing facility not measured with a water measuring device and/or not producing water from said facility shall file a statement verified by a written declaration made under penalty of perjury on or before the 31st day of January in each year until such time as said facility has been permanently abandoned, setting forth a total production in acre feet of water for the preceding calendar year (excluding the month in which the statement is due), a general description or number locating each water-producing facility, and the method or basis of the computation of such water production or that no water has been produced from said water-producing facility.

BE IT FURTHER RESOLVED AND ORDERED that should the operation of a water-producing facility fail to file the aforementioned statement, said operator shall be assessed in addition to an interest charge calculated at the rate of 1% for each month on the delinquent amount of the groundwater charge, a penalty representing 10% of the amount found by the District to be due.

BE IT FURTHER RESOLVED that continued replenishment of the groundwater supplies of Zone 6 is necessary;

BE IT FURTHER RESOLVED that the above groundwater charge does not exceed the costs reasonably borne by the District in the period of the charge in providing the water supply service authorized by the District Act in Zone 6, which costs are set forth in **Exhibits "A1 and A2"**, attached hereto and incorporated by this reference.

BE IT FURTHER RESOLVED AND ORDERED that the term "primary" or "primarily" is defined in **Exhibit "B"** attached hereto and incorporated herein by this reference.

BE IT FURTHER RESOLVED that the following criteria shall be used in computing the amount of water produced from a water-producing facility, which is not measured by a measuring device:

Inside water use shall be determined on the basis of 0.05 acre feet per person, per residence or dwelling unit, plus a base water use of 0.10 acre feet per residence or dwelling unit.

Outside water use for irrigation shall be determined on the basis of 0.09 acre feet per 1000 square feet of watered land up to 2.0 acres. For water areas greater than 2.0 acres generally accepted unit water duties based on crop type and irrigation method as determined by the District shall be used.

Outside water use for livestock watering shall be determined on the basis of 0.02 acre feet per animal unit up to 10 and 0.01 acre feet per animal unit for each unit above 10.

Outside water use for fowl shall be determined on the basis of 0.005 acre feet per 100 fowl.

1. Findings:

The Board of Directors hereby finds and determines that:

- a) Revenues derived from the charge imposed herein do not exceed the funds required to pay for operation and maintenance and costs associated with Zone 6 of the San Benito County Water District, San Felipe Division of the Central Valley Project, as authorized by the voters in Zone 6 on November 8, 1977 and shall not be used for any other purpose;
- b) The amount of the charge does not exceed the proportional cost of the service attributable to the parcel;
- c) The service for which the charge is imposed (see 1.a) above) is actually used by or is immediately available to the owner in question;
- d) The charge is not imposed for general governmental services.

PASSED AND ADOPTED at a Regular Meeting of the Board of Directors of the San Benito County Water District held on the 25th day of January, 2023 by the following vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSENT:	DIRECTORS:
ABSTAIN:	DIRECTORS:

*(Signature of presiding Board member
Attested by Board Secretary
Resolution #2023-06)*

Sonny Flores
President

ATTEST:

Joyce Machado
Manager of Administration, Finance
and Business Services



DRAFT



DRAFT

Table 5-2: Net O&M Allocation

Line Item	Test Year	Ground- water All	San Felipe							Power Charge		Finished Water	Recycled	
			SF - Stored & Acquired [1] COW/USBR	Semitropic	SIDMWA	SCVWD	SBCWD	SBCWD Ag Only	SBCWD M&I Only	All	Sub9		Water	Water
O&M	\$15,410,208	\$776,783	\$1,689,541	\$40,000	\$215,232	\$567,000	\$5,394,314	\$0	\$249,862	\$643,175	\$129,137	\$5,454,055	\$200,235	\$50,873
Revenue Offsets														
Other Operating Revenue	-\$28,826	-\$3,008	\$0	\$0	\$0	\$0	-\$20,888	\$0	-\$968	-\$2,490	-\$500	\$0	-\$775	-\$197
Finished Water	-\$5,454,055	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$5,454,055	\$0	\$0
Cost of Water [1]	-\$1,689,541	\$0	-\$1,689,541	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Taxes & Assessment	-\$4,448,387	-\$507,703	\$0	\$0	\$0	\$0	-\$3,743,260	\$0	\$0	\$0	\$0	\$0	-\$197,424	\$0
Other Non-Operating	-\$349,414	-\$36,460	\$0	\$0	\$0	\$0	-\$253,191	\$0	-\$11,728	-\$30,188	-\$6,061	\$0	-\$9,398	-\$2,388
Grants	-\$87,400	-\$9,120	\$0	\$0	\$0	\$0	-\$63,331	\$0	-\$2,993	-\$7,551	-\$1,516	\$0	-\$2,351	-\$597
Change in Funds Available	\$361,099	\$37,679	\$0	\$0	\$0	\$0	\$261,658	\$0	\$12,120	\$31,198	\$6,264	\$0	\$9,713	\$2,468
Net O&M Rev. Req.	\$3,713,684	\$258,171	\$0	\$40,000	\$215,232	\$567,000	\$1,575,302	\$0	\$246,354	\$634,143	\$127,324	\$0	\$0	\$50,159

[1] This is a pass-through cost.

[1] This is a pass-through cost.

Table 5-3: Net Capital-Related Allocation

Line Item	Test Year	Ground Water		Stored & Acquired [1]	San Felipe						Power Charge		Finished Water	Recycled Water
		Ag Only	M&I Only		SIDMWA	SCVWD	SBCWD	SBCWD Ag Only	SBCWD M&I Only	All	Sub9			
WIIN Debt Service	\$226,227	\$0	\$0	\$0	\$0	\$0	\$0	\$183,244	\$42,983	\$0	\$0	\$0	\$0	
Citi National DS	\$463,117	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$336,812	\$126,305	
UAL Sterling	\$243,190	\$993	\$198	\$0	\$0	\$0	\$0	\$47,213	\$1,349	\$26,011	\$0	\$160,791	\$6,634	
RW Repayment	\$231,003	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$231,003	
Cash Funded Capital	\$983,567	\$4,017	\$802	\$0	\$0	\$0	\$0	\$190,951	\$5,455	\$105,199	\$0	\$650,310	\$26,832	
Reach 1 Major R&R	\$437,976	\$0	\$0	\$0	\$0	\$437,976	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Supply-Reliability Capital	\$5,941,352	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,941,352	\$0	\$0	\$0	\$0	
Revenue Offsets														
Finished Water	-\$2,552,337	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$1,484,567	\$0	\$0	-\$1,067,770	\$0	
Taxes & Assessments	-\$4,588,538	-\$4,516	-\$902	\$0	\$0	\$0	\$0	\$0	-\$4,341,866	\$0	\$0	\$0	-\$241,255	
Interest Income	-\$213,248	-\$871	-\$174	\$0	\$0	\$0	\$0	-\$41,400	-\$1,183	-\$22,808	\$0	-\$140,994	-\$5,817	
Supply-Reliability Charge [2]	-\$114,919	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-\$114,919	\$0	\$0	\$0	\$0	
Change in Funds Available	\$92,035	\$376	\$75	\$0	\$0	\$0	\$0	\$17,868	\$510	\$9,844	\$0	\$60,851	\$2,511	
Net Capital-Related Rev. Req.	\$1,149,424	\$0	\$0	\$0	\$0	\$437,976	\$0	\$397,876	\$49,114	\$118,245	\$0	\$0	\$146,212	

[1] This is a pass-through cost from UICPD.

[1] This is a pass-through cost from USBR.

[2] Charge to cover supply reliability projects for the benefit of existing customers.

**DRAFT**

EXHIBIT #A-2

21

**DRAFT**

5.3. Unit Cost Derivation

The next step of the cost-of-service analysis is to calculate the unit cost. The unit cost is determined for each customer class based on the amount of flow projected for the test year (Table 4-2 and Table 4-3) and the net revenue requirements from Table 5-2 and Table 5-3. Table 5-4 shows the development of the unit costs. The bold unit rates shown in the last row of Table 5-4 are the FY 2023 costs-of-service based rates for each charge (or component of a charge). For example, the SBCWD component of the San Felipe Ag rate is the sum of the SBCWD and SBCWD Ag Only unit rates. The SBCWD component of the San Felipe M&I rate is the sum of the SBCWD unit rate and SBCWD M&I Only unit rate. The total Subsystem 9 power charge is the sum of the All power unit rate and the Subsystem 9 unit rate.

Table 5-4: Unit Cost-of-Service, FY 2023

Line Item	Test Year	Groundwater			San Felipe					Power Charge		Recycled				
		All	Ag Only	M&I Only	Stored & Acquired (1)	COM/USBR	Semitropic	SLD/MWA	SCVWD	SBCWD	Ag Only	M&I Only	All	Subsystem 9	Water	Power
Units, AF		18,776	15,740	3,036											496	496
Net O&M Rev. Req.	\$3,713,684	\$258,171	\$0	\$0		\$0	\$40,000	18,701	18,701	18,701	13,176	5,525	18,705	2,367	\$50	\$50
Net Capital-Related Rev. Req.	\$1,149,424	\$0	\$0	\$0		\$0	\$0	\$215,232	\$567,000	\$1,575,302	\$0	\$246,354	\$634,143	\$127,324	\$101,100	\$101,100
Total	\$4,863,108	\$258,171	\$0	\$0		\$0	\$40,000	\$0	\$437,976	\$0	\$397,876	\$295,114	\$118,245	\$0	\$0	\$0
Unit Cost, \$/AF		\$13.75	\$0.00	\$0.00				\$215,232	\$1,004,976	\$1,575,302	\$397,876	\$295,468	\$752,389	\$127,324	\$50	\$50
Total Unit Cost, \$/AF		\$13.75	\$13.75	\$13.75				\$11.51	\$53.74	\$84.24	\$30.20	\$53.47	\$40.22	\$53.78	\$294.70	\$294.70
								\$11.51	\$53.74		\$114.43	\$137.71	\$40.22	\$94.01	\$294.70	\$101.10

[1] This is a pass-through cost.

[1] This is a pass-through cost.

EXHIBIT B

ESTABLISHING THE PRIMARY USE OF WELLS IN ZONE 6

The primary use must be established on all wells that are used for both agricultural and municipal and industrial purposes.

Agricultural water shall mean water used primarily in the commercial production of agricultural crops or livestock, including domestic use incidental thereto, on tracts of land operated in units of more than 2 acres.

Municipal, Industrial and domestic water (hereinafter referred to as M & I water) shall mean water used for other than agricultural purposes.

IN ORDER TO QUALIFY AS AN AGRICULTURAL WELL, THERE MUST BE AT LEAST 2 ACRES OF AGRICULTURAL LAND FOR EVERY DWELLING THAT THE WELL ALSO SERVES.

Examples of various ratios applied in the classification of wells:

2 Acres of Agricultural Land & 1 Dwelling =	Agricultural or M & I (as determined by District)
4 Acres of Agricultural Land & 2 Dwellings =	Agricultural or M & I (as determined by District)
2 Acres of Agricultural Land & 2 Dwellings =	M & I
4 Acres of Agricultural Land & 3 Dwellings =	M & I
4 Acres of Agricultural Land & 1 Dwelling =	Agricultural
6 Acres of Agricultural Land & 2 Dwellings =	Agricultural



Agenda

Item

10

ORDINANCE NO. 65

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE
SAN BENITO COUNTY WATER DISTRICT
ESTABLISHING CHARGES FOR RECYCLED WATER RATES**

WHEREAS, the San Benito County Water District uses rates and charges to recover current operating and maintenance costs related to water service from current users as required of a public enterprise agency. Recycled water rates include those costs associated with water supply, water quality and infrastructure; and

WHEREAS, the District mailed notices to all parcels upon which the charge is to be imposed setting forth the information required in Section 6 of Article XIII D of the California Constitution (Proposition 218) and notifying the owners thereof of a public hearing on January 25, 2023, to consider the charge; and

WHEREAS, after 45 days from the date said Notice was mailed, the Board conducted a public hearing on January 25, 2023, to determine whether or not the charge should be levied for recycled water, and to consider the amount of any such charge; and

WHEREAS, less than a majority of the owners or lessees of parcels upon which the charge is proposed for imposition filed protests.

BE IT ORDAINED by the Board of Directors of the San Benito County Water District as follows:

1. Rates and Charges: In order to meet said costs, the rates for recycled water delivered through the recycled water distribution system shall be established as follows:

Recycled Water Rates	Effective 3-1-2023	Effective 3-1-2024	Effective 3/1/2025	Unit of Measure
Recycled Water Rate	\$ 294.70	\$ 300.59	\$ 306.61	per acre foot
Power Charge	\$ 101.10	\$ 104.65	\$ 108.32	per acre foot

Minimum Annual Purchase of water for each parcel (applied to water charge) \$700.00

2. Findings:

The Board of Directors hereby finds and determines that:

- a) Revenues derived from the charge imposed herein do not exceed the funds required to pay for operation, maintenance, and capital costs associated with the delivery of recycled water and the power costs for pumping, transmission and distribution of recycled water to the District's customers, and shall not be used for any other purpose;

- b) The amount of the charge does not exceed the proportional cost of the service;
 - c) The service for which the charge is imposed (see 1. above) is actually used by or is immediately available to the owner in question;
 - d) The charge is not imposed for general governmental services.
3. Effective Date: The above rates and charges shall be effective as listed in Paragraph #1.
4. Repeal of Prior Ordinances: All Ordinance and parts of Ordinances inconsistent herewith are hereby repealed.
5. Severability Clause: In the event that any portion or provision of this Ordinance shall be determined by a court of law or other tribunal to be invalid or unconstitutional, such findings of invalidity or unconstitutionality shall not affect the validity of the remaining provisions of this Ordinance, which shall remain in full force and effect.
6. Publication: This Ordinance shall take effect immediately. Within 15 days after its passage, this Ordinance shall be published once in a newspaper of general circulation in the County of San Benito, State of California, together with the names of the members of the Board of Directors voting for and against same.

PASSED AND ADOPTED this 25th day of January 2023, by the San Benito County Board of Directors by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

ABSTAIN: DIRECTORS:

*(Signature of presiding Board member
Attested by Board Secretary
Ordinance #65)*

Sonny Flores
President

ATTEST:

Joyce Machado
Manager of Administration, Finance
and Business Services



Agenda

Item

11

RESOLUTION NO. 2023-07

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN BENITO COUNTY WATER DISTRICT
IMPLEMENTING A STANDBY OR AVAILABILITY CHARGE
FOR THE 2023-2024, 2024-2025 and 2025-2026 WATER YEARS**

WHEREAS, pursuant to Section 70.6.6 of the San Benito County Water District Act, the District, by resolution, may fix, on or before the first day of March in any calendar year, a water standby or availability charge within any zone of the District to which water is made available by the District through underground or surface facilities, whether the water is actually used or not, except that such charge shall not apply to lands permanently dedicated exclusively to public transportation of persons or property; and

WHEREAS, the standby charge shall not exceed ten dollars (\$10) per acre per year for each acre of land within any zone of the District or ten dollars (\$10) per year for any parcel of less than one acre; and

WHEREAS, the voters of the District on November 8, 1977 approved certain Propositions that provided, among other things, that;

- a) “in the area served by a pressurized distribution system there will be an annual maximum stand-by charge of \$10.00 per acre of land”; and

WHEREAS, the Board of Directors held a public hearing on Wednesday, January 25, 2023 at 5:00 p.m. in the District office, 30 Mansfield Road, Hollister, California, for the purpose of setting a standby or availability charge.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the San Benito County Water District that this Resolution No. 2023-07 sets the standby or availability charge, which charge shall remain unchanged from the previous water year as follows:

\$6.00 per acre for 2023-2024, 2024-2025 and 2025-2026 water years for each acre, and \$6.00 for any parcel of less than 1 acre, of land in the area served by the Zone 6 pressurized distribution system and it will also include a per parcel enrollment fee as determined by the San Benito County Assessor’s Office.

BE IT FURTHER RESOLVED that said charge was accomplished using the same methodology and rates as those which existed prior to November 6, 1996, and,

therefore, the charge is not subject to the provisions of Article XIII D, Section 6(a) of the California Constitution (Proposition 218).

BE IT FURTHER RESOLVED that the President of the Board is authorized to sign said Resolution, on behalf of this Board and District.

PASSED AND ADOPTED by the Board of Directors of the San Benito County Water District this 25th day of January, 2023 by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

ABSTAIN: DIRECTORS:

(Signature of presiding Board member
Attested by Board Secretary
Resolution #2023-07)

Sonny Flores
President

ATTEST:

Joyce Machado
Manager of Administration, Finance
& Business Services



Agenda

Item

12

RESOLUTION NO. YEAR—2023-08

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN BENITO COUNTY WATER DISTRICT
AUTHORIZING AN APPLICATION BE MADE TO THE CALIFORNIA DEPARTMENT
OF WATER RESOURCES FOR AN INTEGRATED REGIONAL WATER
MANAGEMENT GRANT PURSUANT TO THE WATER QUALITY, SUPPLY, AND
INFRASTRUCTURE IMPROVEMENT ACT OF 2014 (WATER CODE SECTION
79700 et seq.), ENTER INTO AN AGREEMENT AND GRANTING
DISTRICT/GENERAL MANAGER AUTHORIZATION TO EXECUTE DOCUMENTS
IN RELATION THERETO**

WHEREAS, the Department of Water Resources is soliciting proposals for funding from the Proposition 1 – Round 2 Integrated Regional Water Management (IRWM) Implementation Grant Program;

WHEREAS, the Department of Water Resources requires that each IRWM region submit only one application that includes all high priority water resource projects in the region;

WHEREAS, the Pajaro River Watershed IRWM Regional Water Management Group (RWMG) authorized the San Benito County Water District (District) to act as the applicant and the grant manager for the Round 2 IRWM Implementation Grant;

WHEREAS, the District is seeking funding for the design and planning phases of the North San Benito Aquifer Storage and Recovery Project.

BE IT RESOLVED AS FOLLOWS:

The Board of Directors of the San Benito County Water District hereby authorizes a proposal be made to the California Department of Water Resources to obtain a Round 2 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code Section 79700 et seq.), and to enter into an agreement to receive a grant for the Pajaro River Watershed IRWM Implementation Grant Proposal.

The District/General Manager of the San Benito County Water District, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement or any amendments thereto with the California Department of Water Resources.

PASSED AND ADOPTED by the Board of Directors of the San Benito County Water District this 25th Day of January, 2023 by the following vote:

AYES: DIRECTORS:
NOES: DIRECTORS:
ABSTAIN: DIRECTORS:
ABSENT: DIRECTORS:

(Signature of presiding Board member
Attested by Board Secretary
Resolution #2023-08)

Sonny Flores
President

ATTEST:

Joyce Machado
Manager of Administration, Finance
and Business Services

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 13

Meeting Date: January 25, 2023

Submitted By: Steve Wittry, General Manager

Presented By: Steve Wittry, General Manager

Agenda Title: Authorize General Manager to Execute Amendment 27 with HDR, Inc. to Prepare Design, Environmental Documents and Permitting Associated with the Accelerated Drought Response Project (ADRoP) (NTE \$3,485,453)

Detailed Description:

For the past several years, the District has been working towards development of drought resiliency options that allow for the storage of ‘excess’ water in wet years for use in dry years. The preferred solution identified in the draft master plan is an Aquifer Storage and Recovery (ASR) project that would allow the District to inject water into the aquifer and recover it when needed.

Despite recent rain events, it has become apparent that California will continue to experience periods of extended drought in the future and action must occur to prepare for water shortages. Recognizing this effect, Federal and State agencies have offered grants to help local water purveyors meet future water needs. In an effort to capture grant funding, the District has created an implementable ASR solution, “Accelerated Drought Response Project” or ADRoP.

The ADRoP primarily consists of 5 ASR well sites, transmission and distribution water pipeline and the expansion of the treatment capacity of the West Hills Water Treatment Plant from 4.5 MGD to 6.75 MGD. This infrastructure will allow the District to make substantial strides towards future M&I water resiliency.

HDR, Inc. has been working closely with the District on the development of the ADRoP solution and has submitted a proposal to perform design, CEQA and NEPA documentation, Department of Drinking Water permitting and other associated work towards implementation of the project. (It should be noted that the technical design associated with the intricacies of the ASR wells will be performed by others under a separated Board action.) It is estimated that this work effort will be completed over the next 20 months at a Not-to-Exceed cost of \$3,485,453. Staff anticipates that a significant portion of these costs will be recovered through phase 2 of the Integrated Regional Water Management (IRWM) solicitation.

The overall ADRoP project has an estimated cost of approximately \$40 Million.



January 19, 2023

Mr. Steve Wittry, PE
Assistant General Manager
San Benito County Water District
P.O. Box 30
30 Mansfield Road
Hollister, CA 95024

RE: Accelerated Drought Response Project, Amendment 27

Dear Mr. Wittry:

HDR is pleased to present this proposal to assist the San Benito County Water District (District) with the design, environmental, permitting and providing right-of-way services for the District's Accelerated Drought Response Project (ADRoP). The main components of this project are five Aquifer Storage and Recovery (ASR) well sites, transmission and distribution pipeline, and the expansion of the West Hills Water Treatment Plant from 4.5 MGD to 6.75 MGD.

We have prepared the enclosed scope, schedule, and budget based on our recent discussions. Exhibit A provides the scope of work for the project. Exhibit B provides a rate schedule and the fee to perform the work. The proposed work would be completed over an estimated 20-month period. Exhibit C includes terms and conditions.

If you agree with this proposal, please sign and return one copy to us, which will serve as our notice to proceed. We look forward to working with the District on this important project. Please contact our proposed project manager, Karen Pappas, at (916) 451-7421 or Karen.Pappas@hdrinc.com if you have any questions or comments. We look forward to continuing our successful working relationship with the District.

Sincerely,

A handwritten signature in black ink, appearing to read 'H. Kennedy'.

Holly L.L. Kennedy, PE
Senior Vice President

A handwritten signature in black ink, appearing to read 'Karen Pappas'.

Karen Pappas, PE
Vice President, Project Manager

Mr. Steve Wittry, PE
January 13, 2023
Page 2

ACCEPTED BY:

San Benito County Water District

Date Signed

EXHIBIT A

SCOPE OF WORK

The scope of work for this project consists of professional engineering services for the design, permitting, and real estate services for the San Benito County Water District's (SBCWD) Accelerated Drought Response Project (ADRoP) facilities. The scope of services include:

- Project Management and Quality Assurance/Quality Control (QA/QC).
- Design of five Aquifer Storage and Recovery (ASR) well sites. Each well sites would include an ASR well (designed by others) and:
 - Well pump and motor for a well with an injection capacity of 500 gallons per minute (gpm) and recovery capacity of 1,000 gpm, and associated pipe, valves and appurtenances.
 - Design of well site and facilities including chlorination system.
- Design of up to 4.5 miles of transmission and distribution system piping to convey treated water from WHWTP to the ASR well sites and from well sites to the City of Hollister Distribution System.
- Expansion of the West Hills Water Treatment Plant (WHWTP) from 4.5 million gallons per day (MGD) to 6.75 MGD.
- Preparation of construction documents suitable for bidding and contractor selection.
- Bidding Period Services.
- Environmental documentation to comply with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA).
- Environmental permitting of ASR facilities, including WHWTP expansion, to comply with Endangered Species Act (State and federal) species protections, jurisdictional wetlands and waters regulations under Clean Water Act (CWA) 404/401, and other federal and State resource protection regulations, including cultural and tribal regulatory mandates (NHPA Section 106 and Assembly Bill [AB 52]), and other regulatory requirements, as detailed in Task 6.
- Permitting with Division of Drinking Water (DDW), Regional Water Quality Control Board (RWQCB) and San Benito County.
- Right-of-way support services
- Public engagement

HDR previously completed a "Summary of Accelerated Drought Response Project" during October 2022 that forms the basis of this scope of work.

Task 1 – Project Management and Quality Assurance/Quality Control (QA/QC)

Subtask 1.1 - Project Management and Coordination

This subtask includes project management activities and coordination with the District. A project management plan will be developed to serve as a communication tool for the District and HDR staff. HDR will prepare invoices, progress reports, and decision log updates on a monthly basis. The monthly progress reports will summarize budget and schedule status in measurable terms. Other activities would include scheduling of staff and coordinating the quality assurance effort. This effort is based on a project duration of 21 months.

Deliverables: Monthly progress reports, invoices, project management plan, and decision log.

Subtask 1.2 – QA/QC Program

HDR will develop a QA/QC plan for implementation of the scope of work. Deliverables to the District will receive an internal, independent review by HDR senior technical staff before being submitted to the District.

HDR will conduct a Project Approach and Resource Review (PARR) meeting internally to review the project's technical approach and resource allocation at project commencement.

Task 2 – Preliminary Design

Subtask 2.1 – Kickoff, Progress and Deliverable Review Meetings

HDR will meet with District staff to introduce the project team, and discuss the District's project goals and objectives, and establish lines of communications. We have assumed the kick-off meeting will be up to two hours in length and attended by up to five HDR team members virtually via Webex or other virtual meeting platform.

HDR will also participate in eight bi-weekly progress meetings virtually during the preliminary design phase based on a five-month schedule. We have assumed the progress meetings will be one hour in length and will be attended by up to three HDR team members.

HDR will also participate in one deliverable review meeting in person, attended by up to four HDR staff.

Deliverables: Meeting agenda and minutes.

Subtask 2.2 – Preliminary Design Analysis

HDR will perform a preliminary design analysis of the following project elements:

SUBTASK 2.2.1. ASR WELL AND SITE DEVELOPMENT

As well site locations have not been selected during the time of this proposal, a standard well site design will be developed during the preliminary design phase, which can then be used to customize for each of the five sites, as required, during the final design phase (Task 5).

Components include:

- Design of well pump including pump and motor type, capacity, and pump configuration for both injection and recovery.
- Mechanical Design – Design and layout of wellhead piping, valves and appurtenances including flow meters, flow and pressure control valves. Design of downhole control valve to control injection flow and pumping direction.
- Site civil design – Site development including site paving, grading, drainage, site security (perimeter fence and security gate), and access roadway, designed to allow passage of a workover rig.
- Onsite detention pond for well backflush water storage upstream of stormwater discharge.
- Electrical design – Well pump motor design motor control center (MCC) design and facilitate electrical power connection to the site. Instrumentation and controls design for well pump, chlorination equipment, valves and appurtenances.
- Wellhead chlorination design and facilities including sodium hypochlorite storage tank located outdoor under a metal canopy, metering pumps, valves, appurtenances, chlorine injection system and chlorine analyzers.
- Electrical/Chemical Building – Prefabricated metal enclosure to house chlorination and electrical systems. The Electrical/Chemical Building will include a roof, floor for mounting equipment, and walls. Scope of work is limited to performance specifications for the enclosure and design of the concrete foundation for the building. No structural or architectural designs for the building are included.

Deliverables: Included in the BODR Report and Preliminary Drawings

Assumptions:

1. HDR scope does not include design of the ASR well or any monitoring wells on site. This will be performed by another consultant.
2. No onsite water storage tank or pump station is required for the ASR well sites.
3. No sanitary sewer system or storm sewer is included in the design for the ASR well sites. Any extracted water used during the project is expected to be clear of hazardous constituents upon testing and returned back to the distribution system. Any water discharged during well backflushing is assumed to be clear upon testing and would be surface discharged as stormwater.
4. Information on well depth and other hydrogeological information required for the pump design, such as groundwater level and drawdown and drawup conditions, will be provided by Todd Groundwater within six weeks after the start of preliminary design.
5. Deep foundation systems are not required for stability in the site soils.
6. Design of any surge protection facilities is not included in the scope. Only a preliminary analysis is included.
7. A typical building layout design, mechanical/plumbing design and foundation design can be used for the Electrical/Chemical Building. Custom design drawings for each site will require additional fee for each site.

8. A typical layout design and foundation design can be used for the hypochlorite tank containment and metal canopy. Custom design drawings for each site will require additional fee for each site.
9. A typical process design can be used for well pumps and hypochlorite metering pumps for all sites.

SBCWD will provide well site locations and parcel size.

SUBTASK 2.2.2. OFFSITE TRANSMISSION AND DISTRIBUTION SYSTEM PIPELINE

The following offsite transmission and distribution pipelines are required to convey water from the well sites to the distribution system:

- Well sites Transmission - Approximately 10,400 feet of 18-inch pipeline to convey water from the well sites to the distribution system. This assumes a maximum distance of 300 feet from each individual wellsite to the transmission main on Fallon Road and 8,900 feet of transmission main piping along Fallon Road.
- Fallon Road and San Felipe Road - Approximately 13,200 feet of 12-inch parallel distribution system to increase the capacity of the existing distribution system.

Preliminary design analysis includes:

- Determination of locations of isolation, vacuum relief, and air release valves as applicable.
- Recommendation on pipe material, sizing, and design criteria.
- Development of criteria for trenchless crossing under drainage ditch
- Hydraulic Modeling: Desktop hydraulic model analysis to evaluate pump and pipe design requirements under existing and future demand conditions. Design will be based on District's criteria for flow, pressure, and in-pipe velocity and headloss requirements.

Deliverables: Included in the BODR Report and Preliminary Drawings

Assumptions:

1. Offsite transmission and distribution pipeline lengths are based on the Accelerated Drought Response Project Technical Memorandum prepared by HDR and submitted to the District on October 25, 2022. The pipe lengths are subject to change based on actual location of the well sites, which is currently unknown.
2. Trenchless crossing is assumed under the drainage ditch at the intersection of Fallon Road and Scagliotti Road and at the Santa Ana Creek crossing to minimize environmental impact.

SUBTASK 2.2.3. WEST HILLS WATER TREATMENT PLANT EXPANSION

HDR will perform a preliminary design for the expansion of the WHWTP from a design flow of 4.5 MGD to 6.75 MGD. The design will be based on retaining the same processes and system design as the existing WTP. No new treatment processes will be evaluated. The main components of the design include:

- One new raw water pump will be added to the existing raw water pump station (RWPS).
- One new automatic strainer added upstream of pretreatment.
- Ballasted clarification pretreatment based on Veolia's Actiflo Carb treatment process similar to the existing treatment unit. A new 4.5 MGD treatment unit will be added to the existing 4.5 MGD treatment unit.
- Conventional dual media gravity filtration with plastic block underdrains following pretreatment. One new 2.25 MGD filter will be added to the existing three filters to meet proposed design flow. The filter gallery will be expanded for the new filter piping, valves and appurtenances.
- Chemical feed and storage facilities.
 - The following new bulk tanks will be added:
 - One 2,500-gallon sulfuric acid storage tank.
 - One 4,500-gallon sodium hydroxide storage tank.
 - One 2,500-gallon liquid ammonium sulfate storage tank.
 - Where cost effective and appropriate for the overall design, the storage facilities will be sized for expansion to 9.0 MGD to incorporate storage for future buildout scenario.
 - The current plant chemical dosages used will be used to determine if the existing chemical storage and metering pump design is sufficient to meet the WTP's expanded flow as assumed during the original WTP construction.
 - The bulk storage tanks will be located outdoors adjacent to the chemical feed pumps and will require new containment area and metal canopy.
- One new 550,000-gallon prestressed concrete clearwell tank, adjacent to the existing clearwell to provide sufficient contact time (CT) for disinfection requirements, will be added.
- One new drying bed sized for the 2.25 MGD expansion will be added. A soil-cement drying bed similar to the existing drying bed is assumed.
- Site development, civil design and yard piping for the WTP expansion.
- Electrical, instrumentation and SCADA system design for the WTP expansion.

Deliverables: Included in the BODR Report and Preliminary Drawings

Assumptions:

1. The following components are not included in the project design scope. Their existing capacity and/or sizing is sufficient to meet the 6.75 MGD design flow:
 - a. Raw water transmission pipe
 - b. Operations, administration or warehouse buildings.
 - c. Washwater reclamation basin, sludge transfer pump station and washwater return water pump station.
 - d. Blowers and backwash pumps for filter backwash.
 - e. Fire water pumps, plant water pumps, and fire water system piping.
 - f. Drying beds decant pump station.

2. The following existing chemical systems are currently sized for full build out of 9 MGD and are not included in this project scope.
 - a. All chemical metering pumps.
 - b. Sodium Permanganate storage tank
 - c. Ferric chloride storage tank
 - d. Sodium hypochlorite bulk tank
 - e. Coagulant polymer storage
 - f. Powdered activated carbon storage
3. Landscape architecture is not included in the project scope.

Subtask 2.3 – Utility Documentation, Right-of-Way, Property, and Utility Research

HDR will contact applicable agencies and utility companies for information on existing rights-of-way, easements, and utilities (i.e., communication, gas, electrical power, water, sanitary sewer, and petroleum) within the project area. Property information and utility record drawings provided by the agencies and utility companies will be incorporated into the preliminary design plans. HDR will also identify construction permits, encroachment permits, and locations of necessary acquisitions of new property and easements required for the construction and long-term operation of the ASR well and transmission pipelines.

Deliverables: Results to be incorporated into the design.

Assumptions:

1. Utilities in the project area will be identified through consultation with the District and the USA North 811 Utility Member Contact Lookup.
2. Property and easement acquisition, if necessary, will be performed by the District.
3. Support for land acquisition is scoped under Task 9.

Subtask 2.4 – Survey

A site survey will be performed at the beginning of the project to verify the location of aboveground and underground facilities at the ASR well sites and along the transmission/distribution system piping. HDR's surveying subconsultant will conduct a design-grade topographic survey of the transmission and distribution pipelines, and the five ASR well sites once they are identified and provide survey data as necessary to finalize the design for the concrete tank. The survey will also include visible and relevant utilities/structures that are located in the proposed design area, including elevations of the existing tanks, pipe tie-ins, and other facilities. Conventional surveying and terrestrial scanning techniques will be used to acquire topographic information.

Deliverables: Included in the preliminary design drawings

Assumptions:

1. A site survey is not required for the WHWTP site and the existing record drawings can be used for design.

Subtask 2.5 – Field Evaluation of Existing Utilities

HDR's subconsultant will field check perceived utility conflicts with proposed design work if reliable record drawings of the utilities are not available. The subconsultant will perform selective underground utility investigation, including non-disruptive ground-penetrating radar, inductive and/or conductive locating, and/or potholing for up to two days in the field. As required, HDR will develop a potholing plan for its subconsultant to locate and profile existing underground utilities. Up to five potholes that can be completed within two days are assumed at this time. The subconsultant will be responsible for acquiring permits, insurance, and bonds, paying related fees, and conducting traffic control for the five borings. Potholes shall be restored to the satisfaction of the jurisdictional agency.

Deliverables: Potholing plan; task results to be incorporated into the design.

Subtask 2.6 - Hydraulic Modeling

HDR's hydraulic modeling subconsultant will conduct hydraulic model analyses to validate hydraulic requirements and design for the transmission pipeline connection to the existing distribution system and the new parallel distribution system pipeline. HDR's subconsultant will use the hydraulic model prepared as part of the City of Hollister's water distribution system master plan as a base for the analyses. HDR's subconsultant will run proposed system designs under existing and future demand conditions and will evaluate designs based on District's criteria for flow, pressure, and in-pipe velocity and headloss requirements.

A preliminary estimate will be made for surge protection required for the system based on industry standards and best practices. Estimates for recommended surge protection valves and facilities will be considered planning level and will be based on HDR experience in designing similar transmission systems. Recommended surge protection valves and facilities may include, but are not limited to, the following:

- Surge tanks
- Slow-closing control valves at pump discharge
- Surge-suppression valves on the transmission line

This proposal does not include design costs associated with surge protection, if required. This is only a preliminary level analysis to evaluate if any surge protection is required. If any additional facilities are required, this will be discussed with the District and added as an amendment to this scope.

Deliverables: Hydraulic Modeling Draft and Final TM.

Assumptions:

1. Surge analysis will not include recommendations outside of control valve design criteria.
2. Hydraulic model will analyze the proposed pipe system at demands and pressures provided by the City of San Juan Bautista.

Subtask 2.7 – Draft and Final Basis of Design Report

The findings of the preliminary design analyses will be summarized in a Basis of Design Report (BODR). The BODR will document the planned location for the facilities, preliminary site development for the WHWTP, standardized site plan for the well sites, process decisions for the WTP, and design standards, codes, and performance criteria for structures, major facilities, and processes. The basis of design report will include WTP hydraulic calculations and process performance criteria, and the following drawings:

- Updated preliminary site layout drawing,
- Preliminary transmission and distribution pipe alignment and profile,
- WTP hydraulic profile,
- Plans and sections of selected major equipment, and
- Preliminary electrical and instrumentation drawings.

The Draft BODR will be submitted for District review and finalized after incorporating District comments. The Draft BODR will also be submitted to the City of Hollister for their input on the pipeline along San Felipe Road and tie-in to their distribution system. A planning level opinion of probable construction cost (OPCC) will be included in the BODR. This estimate will be a Class 4 estimate based on AACE which is a +50/-30% estimate.

Deliverables: PDF copy of the Draft and Final TM.

Assumptions:

1. OPCC will be prepared in Microsoft Excel.
2. District review period is two weeks.

Task 3 – Geotechnical Testing, Analysis and Report

HDR proposes a geotechnical field investigation program consisting of up to 10 test borings as follows: i) Up to 2 borings along San Felipe Road to depths of about 15 feet; ii) up to three of the borings advanced to depths of about 30 feet at potential creek and irrigation channel crossing locations along Fallon Road; and iii) One boring at each of the five potential ASR well locations to depths of about 15 feet. HDR will retain the services of a drilling subcontractor who will perform the borings using hollow stem auger drilling equipment.

Prior to performing the field exploration, HDR will obtain San Benito County boring permits and street encroachment permits, as needed. HDR will conduct a site reconnaissance to locate exploration points and mark the proposed test borings. HDR will notify Underground Service Alert (USA) prior to undertaking our test borings. If judged to be appropriate, HDR will also retain the services of an underground utility locator to check proposed boring locations for the presence of utilities prior to drilling borings.

HDR's field representative will observe drilling of the borings, log the soil encountered, and obtain soil samples for further visual classification and laboratory testing. The borings will be backfilled with cement grout upon completion.

Laboratory testing will be conducted on selected samples recovered from the test borings. These tests could include, as appropriate:

- Classification and index tests, such as fines content, gradation, and Atterberg limits
- Moisture content and density tests
- Strength tests
- Corrosion tests

Based on the conditions encountered in the field explorations and laboratory testing, HDR will perform engineering analyses to develop geotechnical conclusions and recommendations for the project. HDR will prepare a report that will describe the subsurface conditions encountered and will include, as appropriate, field and laboratory test data, logs of the test borings, and a site plan showing the location of each exploration. The report will present discussions, conclusions, and recommendations regarding the following, as appropriate:

- Vicinity map and exploration location plan;
- Logs of test borings;
- Site geology and seismicity;
- Soil and groundwater conditions encountered;
- Discussion of the potential for seismic hazards, including liquefaction;
- Discussion of requirements and considerations for temporary construction slopes and shoring;
- Discussion of general geotechnical considerations for the trenchless crossings of up to three creek and irrigation channel crossings along Fallon Road (Santa Ana Creek, the Scagliotti Road irrigation channel, and the creek between Grant Road and Fairview Road;
- Geotechnical parameters/coefficients for seismic design of the WTP Expansion structures, based on the 2019 California Building Code (CBC) and ASCE 7-16;
- Recommendations for earthwork, including allowable fill materials for WTP Expansion structures, placement and compaction of fill, and suitability of onsite soil for use as fill; and
- Recommended foundation type for WTP Expansion structures including allowable bearing capacities and lateral resistance.

Deliverables: Draft and Final Geotechnical Report in PDF format

Assumptions:

1. HDR will be provided ready access to exploration locations.
2. Borings will be performed during regular, weekday business hours.
3. It is assumed that borings along Fallon Road will be drilled off the road. It is assumed that borings along San Felipe Road may need to be drilled on the street. An allocation for a day of traffic control has been included for the San Felipe Road borings, if needed.
4. Soil and bedrock encountered is free of contaminants. If this is not the case, additional scope and fee will be required for material handling and disposal.

5. Soil cuttings can be left on site at boring locations where possible. Where this is not possible, such as borings drilled on the roadway with no suitable area to leave soil cuttings nearby, soil will be drummed and disposed of at a suitable disposal facility.
6. Proposed boring program includes deeper borings to 30 feet at up to three creek/channel crossings to provide subsurface information to inform consideration of jack and bore construction method. If other trenchless methods need to be considered, a more extensive boring program and evaluation, including deeper borings, may be needed.
7. Prefabricated building foundations at the ASR well sites will be designed based on building code values and will not require geotechnical investigation and input.
8. Pipeline design and trench backfill requirements will be developed following standard guidelines and will not require geotechnical input. The pipeline borings serve to provide limited information on subsurface conditions along the pipeline alignment.

Task 4 – Final Design for Package 1 – WTP Expansion

Subtask 4.1– Progress and Deliverable Review Meetings

Progress Meetings: HDR will conduct one-hour bi-weekly (every other week) progress meetings attended by up to three HDR team members via WebEx video conference to discuss project progress and get District input. Level of effort is based on 12 progress meetings.

Deliverables: Meeting agenda and minutes.

Deliverable Review Meetings: HDR will meet with District personnel in-person to discuss comments on the 60% and 90% deliverables. A review comments log will be developed to track that design comments are incorporated. It is assumed that District comments will be consolidated in one document. Two two-hour meetings are assumed, to be attended by up to four HDR team members. No review meetings are planned after the 100% submittal.

Deliverables: Meeting agenda and minutes.

Subtask 4.2 – Contract Documents

Contract document drawings will be prepared for the expansion of the WHWTP in AutoCAD 2D utilizing industry standard scales, in English engineering units. Table 1 shows a preliminary listing of drawings anticipated for the project.

TABLE 1 - PRELIMINARY LIST OF DRAWINGS		
No	Sheet No.	Sheet Title
General		
1	G1	Cover Sheet and Location Map
2	G2	Drawing Index
3	G3	General Notes, Abbreviations and Symbols
4	G4	Process Flow Diagram
5	G5	Hydraulic Profile
Civil		
7	C1	General Site Key Plan

TABLE 1 - PRELIMINARY LIST OF DRAWINGS

No	Sheet No.	Sheet Title
8	C2	Overall Site Grading Plan
8	C3	Site Horizontal Control Plan – Area 1
9	C4	Site Horizontal Control Plan – Area 2
10	C5	Site Horizontal Control Plan – Area 3
11	C6	Grading Plan - Area 1
12	C7	Grading Plan - Area 2
13	C8	Grading Plan - Area 3
14	C9	Overall Yard Piping Plan
15	C10	Yard Piping Plan - Area 1
16	C11	Yard Piping Plan - Area 2
17	C12	Yard Piping Plan - Area 3
18	C13	Pipe Plan and Profile - 1
19	C14	Pipe Plan and Profile - 2
20	C15	Civil Details - 1
21	C16	Civil Details - 2
22	C17	Civil Details - 3
23	C17	Civil Erosion Control
24	C18	Civil Erosion Control Details
25	C19	Civil Stormwater Design
Structural		
27	S1	Structural General Notes
28	S2	Structural Special Inspections
29	S3	Pretreatment Basin - Foundation Plan
30	S4	Pretreatment Basin - Top Plan
31	S5	Pretreatment Basin - Sections and Details 1
32	S6	Pretreatment Basin - Sections and Details 2
33	S7	Pretreatment Basin - Sections and Details 3
34	S8	Pretreatment Basin - Sections and Details 4
35	S9	Pretreatment Basin - Framing Plan
36	S10	Filters Foundation Plan
37	S11	Filters Operating Floor Plan
38	S12	Filter Sections - 1
39	S13	Filter Sections - 2
40	S14	Filter Sections - 3
41	S15	Filter Sections - Pipe Supports
42	S16	Chemical Containment - Foundation Plan
43	S17	Chemical Containment - Roof Framing Plans
44	S18	Chemical Containment - Sections and Details 1

TABLE 1 - PRELIMINARY LIST OF DRAWINGS

No	Sheet No.	Sheet Title
45	S19	Chemical Containment - Sections and Details 2
46	S20	Standard Concrete Details - 1
47	S21	Standard Concrete Details - 2
48	S22	Standard Concrete Details - 3
49	S23	Standard Structural Details - 1
50	S24	Standard Structural Details - 2
51	S25	Standard Structural Details - 3
Architectural		
52	A1	Site Egress Plan
53	A2	Code Review Table - 1
Process		
54	D1	Raw Water Pump Station Plan
55	D2	Raw Water Pump Station Section
55	D3	Pretreatment - Top Plan
56	D4	Pretreatment - Floor Plan
56	D5	Pretreatment - Sections and Details - 1
57	D6	Pretreatment - Sections and Details - 2
57	D7	Pretreatment - Sections and Details - 3
58	D8	Pretreatment - Sections and Details - 4
58	D9	Filters - Top Plan
59	D10	Filters - Floor Plan
59	D11	Filters - Sections and Details - 1
60	D12	Filters - Sections and Details - 2
60	D13	Chemical Containment Plan
61	D14	Chemical Containment Sections and Details - 1
61	D15	Chemical Containment Sections and Details - 2
62	D16	Sludge Drying Bed Plan
63	D17	Sludge Drying Bed - Sections and Details 1
64	D18	Sludge Drying Bed - Sections and Details 2
65	D19	Clearwell - Top Plan
66	D20	Clearwell - Floor Plan
67	D21	Clearwell - Sections and Details - 1
68	D22	Clearwell - Sections and Details - 2
69	D23	Clearwell - Sections and Details - 3
70	D24	Process Details - 1
71	D25	Process Details - 2
72	D26	Process Details - 3
Mechanical		

TABLE 1 - PRELIMINARY LIST OF DRAWINGS		
No	Sheet No.	Sheet Title
73	P1	Plumbing Equipment Schedules
74	P2	Plumbing Piping Diagram
75	P3	Chemical Containment Plumbing Plan
76	P4	Plumbing Details
Electrical		
77	E1	Electrical Symbols and Legends
78	E2	Overall Site plan
79	E3	Main Switchboard Single Line Diagram
80	E4	MCC Single Line Diagram
81	E5	Lighting and Panelboard Schedules - 1
82	E6	Lighting and Panelboard Schedules - 2
83	E7	Cable and Raceway Schedules
84	E8	Control Diagrams - 1
85	E9	Control Diagrams - 2
87	E11	Raw Water Pump Station Electrical Plan
88	E12	Pretreatment Electrical Plan
89	E13	Filters Electrical Plan
90	E14	Chemical Feed Area Electrical Plan
91	E15	Drying Beds Area Electrical Plan
92	E16	Electrical Details - 1
93	E17	Electrical Details - 2
77	E1	Electrical Details - 3
Instrumentation		
94	I1	Symbols and Legends
95	I2	Network Block Diagram
96	I3	Raw Water Pump Station P&ID
97	I4	Pretreatment P&ID - 1
98	I5	Pretreatment P&ID - 2
99	I6	Pretreatment P&ID - 3
100	I7	Filter P&ID
101	I8	Clearwell P&ID
102	I9	Drying Bed P&ID
103	I10	Sodium Hydroxide System P&ID
104	I11	Sulfuric Acid System P&ID
105	I12	Liquid Ammonium Sulfate System P&ID
106	I13	Instrumentation Details - 1
107	I14	Instrumentation Details - 2

Specifications will be prepared in Construction Specifications Institute (CSI) format using Microsoft Word. The budget for this task assumes that the District will prepare and provide the general conditions and special provisions “front-end” portion of the contract documents, (i.e. Divisions 00), and that HDR’s master specifications will be used as a basis for the technical provisions and will be edited to reflect specific project requirements for Divisions 01 through Division 46. The District will provide the “front-end” portion of the specifications prior to the 90% submittal.

Engineer's opinion of construction cost will be prepared in Microsoft Excel.

Drawings, specifications, and engineer's estimate of probable construction cost will be submitted to the District for review and approval at the 60%, 90% and 100% design phases before bid documents are issued. The bid design documents will be suitable for advertising for bids and will be in accordance with the District’s final review comments.

Deliverables: PDF of half-size (11” x 17”) drawings, specifications, and cost estimates at the 60%, 90%, 100% and bid set design submittal. PDF of full-size (22” x 34”) for bid design submittal.

Assumptions:

1. Drawings will be prepared using AutoCAD 2021. Design plans will be developed utilizing industry standard scales, in English engineering units.
2. Specifications will be in accordance with Construction Specifications Institute Master Format 50-Division numbering system.
3. The District will provide a single, consolidated set of comments at the conclusion of their review of each design submittal.
4. District will provide comments on each design deliverable submittal within 2 weeks.
5. OPCC will be prepared in Microsoft Excel and updated at the 60%, 90% and 100% design levels.

Task 5 – Final Design for Package 2 – ASR Well Sites

Subtask 5.1– Progress and Deliverable Review Meetings

Progress Meetings: HDR will conduct one-hour bi-weekly (every other week) progress meetings attended by up to three HDR team members via WebEx video conference to discuss project progress and get District input. Level of effort is based on four progress meetings.

Deliverables: Meeting agenda and minutes.

Deliverable Review Meetings: HDR will meet with District personnel in-person to discuss comments on the 60% and 90% deliverables. A review comments log will be developed to track that design comments are incorporated. It is assumed that District comments will be consolidated in one document. Two 2-hour meetings are assumed, to be attended by up to four HDR team members.

Deliverables: Meeting agenda and minutes.

Subtask 5.2 – Contract Documents

Contract document drawings will be prepared for the design of five well sites.

Drawings will be prepared in AutoCAD 2D utilizing industry standard scales, in English engineering units. Table 2 shows a preliminary listing of drawings anticipated for the project.

TABLE 2 - PRELIMINARY LIST OF DRAWINGS		
No	Sheet No.	Sheet Title
General		
1	G1	Cover, Location Map, Sheet Index
2	G2	Symbols and Abbreviations
3	G3	General, Civil and Construction Notes
4	G4	Process Flow Diagram - Wellfield 1
5	G5	Process Flow Diagram - Wellfield 2
6	G6	Process Flow Diagram - Wellfield 3
7	G7	Process Flow Diagram - Wellfield 4
8	G8	Process Flow Diagram - Wellfield 5
9	G9	Design Criteria
Civil		
10	C1	ASR Wellfield Site Plan 1
11	C2	ASR Wellfield Site Plan 2
12	C3	ASR Wellfield Site Plan 3
13	C4	ASR Wellfield Site Plan 4
14	C5	ASR Wellfield Site Plan 5
15	C6	ASR Erosion control Plan 1
16	C7	ASR Erosion control Plan 2
17	C8	ASR Erosion control Plan 3
18	C9	ASR Erosion control Plan 4
19	C10	ASR Erosion Control Plan 5
20	C11	ASR Wellfield Site Yard Piping Plan 1
21	C12	ASR Wellfield Site Yard Piping Plan 2
22	C13	ASR Wellfield Site Yard Piping Plan 3
23	C14	ASR Wellfield Site Yard Piping Plan 4
24	C15	ASR Wellfield Site Yard Piping Plan 5
25	C16	Onsite Percolation Pond Sections
30	C21	Civil Details 1
31	C22	Civil Details 2
32	C23	Civil Details 3
Structural		
34	S1	General Structural Notes
35	S2	Structural Special Inspection Notes

TABLE 2 - PRELIMINARY LIST OF DRAWINGS

No	Sheet No.	Sheet Title
36	S3	Electrical/Chemical Building Foundation Typical Plan
37	S4	Electrical/Chemical Foundation Typical Section - 1
38	S5	Electrical/Chemical Foundation Typical Section - 2
39	S6	Hypochlorite Bulk Tank Containment Typical Plan
40	S7	Hypochlorite Bulk Tank Containment Typical Section
41	S8	Hypochlorite Bulk Tank Canopy Framing Plan
42	S9	Well Pump Pad Typical Plan and Section
43	S10	Concrete Details - 1
44	S11	Concrete Details - 2
45	S12	Structural Standard Details - 1
46	S13	Structural Standard Details - 2
Architectural		
47	A1	Wellfield 1 Site Egress & Code Compliance Plan
48	A2	Wellfield 2 Site Egress & Code Compliance Plan
49	A3	Wellfield 3 Site Egress & Code Compliance Plan
50	A4	Wellfield 4 Site Egress & Code Compliance Plan
51	A5	Wellfield 5 Site Egress & Code Compliance Plan
52	A6	Wellfield 1 Code Review Table
53	A7	Wellfield 2 Code Review Table
54	A8	Wellfield 3 Code Review Table
55	A9	Wellfield 4 Code Review Table
56	A10	Wellfield 5 Code Review Table
Mechanical		
57	M1	Mechanical Symbols and Abbreviations
58	M2	Typical Building HVAC Plan
59	M3	Mechanical HVAC Details
60	M4	Mechanical HVAC Schedules
61	M5	Typical Building Plumbing Plan
62	M6	Typical Water Isometric
63	M7	Typical Waste Isometric
64	M8	Plumbing Details
65	M9	Plumbing Schedules
57	M1	Mechanical Symbols and Abbreviations
Process		
66	D1	Typical Well Pump Plan
67	D2	Typical Well Pump Section - 1
68	D4	Typical Well Pump Section - 2
69	D5	Typical Electrical/Chemical Building Plan

TABLE 2 - PRELIMINARY LIST OF DRAWINGS		
No	Sheet No.	Sheet Title
70	D6	Typical Electrical/Chemical Building Sections - 1
71	D7	Typical Electrical/Chemical Building Sections - 2
72	D8	Typical Hypochlorite Metering Pump Section & Details
73	D9	Typical Hypochlorite Containment Sections - 1
74	D10	Typical Hypochlorite Containment Sections - 2
75	D11	Process Details - 1
76	D12	Process Details - 2
77	D13	Process Details - 3
Electrical		
78	E1	Electrical Symbols and Legend
79	E2	Electrical Single Line Diagram - Wellfield 1
80	E3	Electrical Single Line Diagram - Wellfield 2
81	E4	Electrical Single Line Diagram - Wellfield 3
82	E5	Electrical Single Line Diagram - Wellfield 4
83	E6	Electrical Single Line Diagram - Wellfield 5
84	E7	Typical Schedules and Control Diagrams
85	E8	Electrical Site Plan - Wellfield 1
86	E9	Electrical Site Plan - Wellfield 2
87	E10	Electrical Site Plan - Wellfield 3
88	E11	Electrical Site Plan - Wellfield 4
89	E12	Electrical Site Plan - Wellfield 5
90	E13	Typical Building Electrical Plan
91	E14	Typical Lighting and Receptacle Plan
92	E15	Electrical Details - 1
93	E16	Electrical Details - 2
94	E17	Electrical Details - 3
Instrumentation		
95	I1	Instrumentation Symbols
96	I2	Typical SCADA Block Diagram
97	I3	Typical Well Pump P&ID
97	I4	Typical Hypochlorite System P&ID
98	I5	Instrumentation Details

Specifications will be prepared in Construction Specifications Institute (CSI) format using Microsoft Word. The budget for this task assumes that the District will prepare and provide the general conditions and special provisions "front-end" portion of the contract documents, (i.e. Divisions 00), and that HDR's master specifications will be used as a basis for the technical provisions and will be edited to reflect specific project requirements for Divisions 01 through

Division 46. The District will provide the “front-end” portion of the specifications prior to the 90% submittal.

Engineer's opinion of construction cost will be prepared in Microsoft Excel.

Drawings, specifications, and engineer's estimate of probable construction cost will be submitted to the District for review and approval at the 60%, 90%, and 100% design phases before bid documents are issued. The bid design documents will be suitable for advertising for bids and will be in accordance with the District's final review comments.

Deliverables: PDF of half-size (11" x 17") drawings, specifications, and cost estimates at the 60%, 90%, 100% and bid set design submittal. PDF of full-size (22" x 34") for bid design submittal.

Assumptions:

1. In order to complete, the final design of the ASR well sites on schedule, it is expected that well sites are selected and site survey is completed within 8 months of notice to proceed.
2. Drawings will be prepared using AutoCAD 2019. Design plans will be developed utilizing industry standard scales, in English engineering units.
3. Specifications will be in accordance with Construction Specifications Institute Master Format 50-Division numbering system.
4. The District will provide a single, consolidated set of comments at the conclusion of their review of each interim submittal.
5. District and City of Hollister will provide comments on each design deliverable submittal within 2 weeks.
6. OPCC will be prepared in Microsoft Excel.

Task 6 – Final Design for Package 3 – ASR Pipeline

Subtask 6.1– Progress and Deliverable Review Meetings

Progress Meetings: HDR will conduct one-hour bi-weekly (every other week) progress meetings attended by up to three HDR team members via WebEx video conference to discuss project progress and get District input. Level of effort is based on four progress meetings.

Deliverables: Meeting agenda and minutes.

Deliverable Review Meetings: HDR will meet with District personnel in-person to discuss comments on the 60% and 90% deliverables. A review comments log will be developed to track that design comments are incorporated. It is assumed that District comments will be consolidated in one document. Two 2-hour meetings are assumed, to be attended by up to four HDR team members.

Deliverables: Meeting agenda and minutes.

Subtask 5.2 – Contract Documents

Contract document drawings will be prepared for the the transmission and distribution system piping to connect the ASR wells to the distribution system. The scope of this package will include transmission pipeline from each ASR well site to the transmission pipeline. This package will include all pipe outside the ASR well site.

The drawings will be prepared in AutoCAD 2D utilizing industry standard scales, in English engineering units. Table 3 shows a preliminary listing of drawings anticipated for the project.

TABLE 3 - PRELIMINARY LIST OF DRAWINGS		
No	Sheet No.	Sheet Title
General		
1	G1	Cover, Location Map, Sheet Index
2	G2	Symbols and Abbreviations
3	G3	General, Civil and Construction Notes
Civil		
4	C1	Key Plan and Horizontal Controls
5	C2	Erosion and Sediment Control Plan
6	C16	ASR Well Field 1 Transmission Pipe P&P
7	C17	ASR Well Field 1 Transmission Pipe P&P
8	C18	ASR Well Field 1 Transmission Pipe P&P
9	C19	ASR Well Field 1 Transmission Pipe P&P
10	C20	ASR Well Field 1 Transmission Pipe P&P
11	C21	Fallon Road Transmission Pipe P&P 1
12	C22	Fallon Road Transmission Pipe P&P 2
13	C23	Fallon Road Transmission Pipe P&P 3
14	C24	Fallon Road Transmission Pipe P&P 4
15	C25	Fallon Road Transmission Pipe P&P 5
16	C26	Fallon Road Transmission Pipe P&P 6
17	C27	Fallon Road Transmission Pipe P&P 7
18	C28	Fallon Road Transmission Pipe P&P 8
19	C29	Fallon Road Transmission Pipe P&P 9
20	C30	San Felipe Road Distribution Pipe P&P 1
21	C31	San Felipe Road Distribution Pipe P&P 2
22	C32	San Felipe Road Distribution Pipe P&P 3
23	C33	San Felipe Road Distribution Pipe P&P 4
24	C34	San Felipe Road Distribution Pipe P&P 5
25	C35	San Felipe Road Distribution Pipe P&P 6
26	C36	San Felipe Road Distribution Pipe P&P 7
27	C37	San Felipe Road Distribution Pipe P&P 8
28	C38	San Felipe Road Distribution Pipe P&P 9
29	C39	San Felipe Road Distribution Pipe P&P 10

TABLE 3 - PRELIMINARY LIST OF DRAWINGS		
No	Sheet No.	Sheet Title
30	C40	San Felipe Road Distribution Pipe P&P 11
31	C41	San Felipe Road Distribution Pipe P&P 12
32	C42	San Felipe Road Distribution Pipe P&P 13
33	C48	Civil Details 1
34	C49	Civil Details 2
35	C50	Civil Details 3
Process		
36	D1	Process Details 1

Specifications will be prepared in Construction Specifications Institute (CSI) format using Microsoft Word. The budget for this task assumes that the District will prepare and provide the general conditions and special provisions “front-end” portion of the contract documents, (i.e. Divisions 00), and that HDR’s master specifications will be used as a basis for the technical provisions and will be edited to reflect specific project requirements for Divisions 01 through Division 46. The District will provide the “front-end” portion of the specifications prior to the 90% submittal.

Engineer's opinion of construction cost will be prepared in Microsoft Excel.

Drawings, specifications, and engineer's estimate of probable construction cost will be submitted to the District for review and approval at the 60%, 90%, and 100% design phases before bid documents are issued. The bid design documents will be suitable for advertising for bids and will be in accordance with the District’s final review comments.

Deliverables: PDF of half-size (11” x 17”) drawings, specifications, and cost estimates at the 60%, 90%, 100% and bid set design submittal. PDF of full-size (22” x 34”) for bid design submittal.

Assumptions:

1. Timely completion of contract documents is based on selection of ASR
2. HDR will include review of Todd Groundwater’s technical specifications for the well design that will be included in the contract documents.
3. Drawings will be prepared using AutoCAD 2021. Design plans will be developed utilizing industry standard scales, in English engineering units.
4. Specifications will be in accordance with Construction Specifications Institute Master Format 50-Division numbering system.
5. The District will provide a single, consolidated set of comments at the conclusion of their review of each interim submittal.
6. District and City of Hollister will provide comments on each design deliverable submittal within 2 weeks.
7. OPCC will be prepared in Microsoft Excel.

Task 7 – Environmental Compliance and Permitting

Subtask 7.1 – CEQA and NEPA Compliance Documentation

The proposed project must comply with the requirements of CEQA (Public Resources Code Section 21000 et seq.) and the State CEQA Guidelines (Title 14, Section 15000 et seq. of the California Code of Regulations). Likewise, the proposed project will need to comply with federal requirements defined in 42 U.S.C. 4321 et seq., as implemented by the Council on Environmental Quality (CEQ) Regulations (40 CFR Parts 1500 through 1508). The District will serve as the State lead agency for the proposed project for the purposes of CEQA; for purposes of this proposal, the U.S. Bureau of Reclamation (Reclamation) is assumed to serve as the federal lead agency for the purposes of NEPA; however, the federal agency may change during early NEPA effort as scheduling of federal funding is finalized and/or other federal nexuses are identified. HDR will support the District and complete the necessary CEQA and NEPA documentation for the project as outlined below.

SUBTASK 7.1.1 NOTICE OF INTENT/NOTICE OF PREPARATION AND PUBLIC SCOPING PROCESS

In coordination with public outreach consultant and the District, HDR will support development of a draft and final Public Involvement Plan (PIP). This effort will document an agreement on the level of effort, consultant roles corresponding to specific tasks and a general schedule of public involvement activities. Tasks assumed to be assigned to the outreach consultant, and therefore, are not included in this proposed HDR scope, include:

- Development of project website or tab on existing District/Reclamation website to update the public on project status, provide documentation as released and related information and upcoming events, as well as provide additional venue for community input.
- Materials to support stakeholder outreach at scoping period meetings, any public workshops, and prior to/during public review of draft EIR/EIS, as well as any working group or small group outreach, outside of formal tribal outreach. Distribution and record keeping for materials will be determined during the PIP process, as will format for public meetings. It is assumed that:
 - Outreach consultant will attend all public meetings to provide logistical support
 - HDR environmental and engineering teams will attend all public meetings to provide project technical support
- Development of a mailing list for distribution of project materials and updates (electronic and/or physical), including potential cooperating, participating, and/or responsible agencies, public persons or entities that have requested noticing, resource agencies and NGOs with possible interest in project, and local, regional and State governmental entities
- Media relations, including press releases, public meeting or workshop noticing; it is assumed that all filing fees, newspaper postings, and any other public release fees will be the responsibility of the District and/or Reclamation

HDR will develop draft and final Notice of Intent (NOI; NEPA) and Notice of Preparation (NOP; CEQA) once there is a first draft of the Project Description and initial draft maps sufficient to meet regulatory requirements are available. The District's NOP will be released early in process

to announce the District's intent to move project forward with an EIR/EIS. It is assumed that concurrently, Reclamation will approve and submit final NOI to the Federal Register; HDR or outreach subconsultant will submit final NOP to CEQAnet.

SUBTASK 7.1.2 GEOTECHNICAL AND UTILITIES EXPLORATIONS CATEGORICAL EXEMPTION

For geotechnical and utilities investigations that will inform the project design development, HDR recommends that a Notice of Exemption (NOE) be prepared per CEQA State Guidelines under Categorical Exemptions Section 15304, Class 4 (Minor Alterations to Land) and Section 15306, Class 6 (Information Collection) because the investigations are not anticipated to result in any significant effects to environmental resources, due to the short-term and localized nature of the activities. Similarly, HDR will prepare a Categorical Exclusion (CatEx) per Department of the Interior *Department Manual* Part 516 Chapter 14 for Reclamation under *Planning Activities* (1) Routine planning investigation activities and (3) Data collection studies that involve test excavations.

To support development of the NOE and the CatEx, HDR will conduct limited desktop environmental analyses. HDR will review publicly available databases, aerial imagery, and other existing and readily available sources of information to evaluate the potential for geotechnical and utilities investigations to have environmental impacts. Types of information to be obtained for the project area may include:

- Environmental database review for known hazardous materials (U.S. Environmental Protection Agency [EPA] datasets for superfund, Resource Conservation and Recovery Act sites, CalEPA Cortese List)
- Federal and State special status species listings
- Documentation of existing utility lines
- Vegetation and habitat types
- Land use designations
- Federal Emergency Management Agency Floodplains mapping
- Scenic Highways and Corridors, if relevant to project area

HDR will submit the draft NOE and CatEx electronically to the District for review. HDR will revise the draft documents to incorporate the District's comments and will prepare final NOE and CatEx. HDR will submit the final documents electronically to the District and Reclamation for approval. HDR assumes that the District will be responsible for posting the NOE at the County Clerk office and for paying the corresponding filing fee. It is further assumed that the Federal CatEx will be provided to Reclamation for project file.

Deliverables: Microsoft Word and PDF copy of draft and final NOE and CatEx for review and approval by the District and Reclamation.

SUBTASK 7.1.3 DRAFT ENVIRONMENTAL ALTERNATIVES ANALYSIS AND PROJECT DESCRIPTION

In coordination with development of 30% project design and alternatives development, HDR will prepare a draft project description to meet requirements of both CEQA and NEPA for the District's selected proposed project. The draft project description will provide the background and the project goals and objectives (CEQA), and purpose and need (NEPA) for the project, and the location and boundaries of the project area of disturbance and related construction activities (i.e., laydown and staging areas), which will be shown on one or more figures based on existing maps.

The draft project description will also provide a general description of the proposed project's technical, environmental, and construction aspects, including construction sequencing, and will include information regarding the project schedule and sufficient evidence to assess the proposed project's potential impacts on the environment. HDR will submit the draft project description electronically to the District for review. HDR will revise the draft project description to incorporate the District's comments and will prepare a final project description.

HDR encourages the development of a Joint NEPA/CEQA document, if supported by the NEPA lead agency. The final project description will be included in the Admin Draft CEQA Environmental Impact Report and NEPA Environmental Impact Statement (EIR/EIS). Up to three meetings with the District and Reclamation are included to develop and finalize draft project description, including goals and objectives, and purpose and need. It is assumed this information will be used for public scoping effort.

In addition, up to three project alternatives (including one No Action/No Project alternative) selected by the District will be carried through the EIR/EIS assessment. HDR will prepare a draft environmental alternatives section for those to be carried forward in NEPA/CEQA documentation. The environmental alternatives analysis will include a description and map for each alternative, findings from technical studies and assessments, alternative's ability to meet project goals and need, and a comparison between alternatives' effects on the environment, including substantive adverse effects and benefits.

Although CEQA allows for lesser detail and analysis for project alternatives, NEPA requires an equal level of review for proposed project and alternatives to be carried through. Therefore, the proposed project and up to three alternatives will be assessed within each resource area for the EIR/EIS. Other alternatives that are not to be carried through the NEPA/CEQA process will be incorporated into a table with a short description of the alternative and reason for eliminating from consideration.

Deliverables: Microsoft Word and PDF copy of draft project description and environmental alternatives analysis for review and comments by the District. Final documentation with comments addressed will be incorporated into draft EIR/EIS.

SUBTASK 7.1.4 ADMINISTRATIVE DRAFT EIR/EIS

It is HDR's understanding that the EIR/EIS will be a joint project level and programmatic document. The first phase of the project (new pipelines, five wells, increase at WHWTP to 6.75 MGD) will be assessed at a project level of detail, as this first phase has location parameters identified. Future phases of growth in the system will be assessed at a programmatic level of detail because siting for a second WTP, as well as for extension of pipelines, has not been

determined. It is anticipated that even though review of the future expansion will mostly be at a programmatic level, proposed operations and the general area for additional wells can be assessed, along with determination of any jurisdictional wetland/waters and/or habitat for special-status species that should be avoided during planning of next phases of expansion.

HDR will use the CEQA Guidelines Appendix G Environmental Checklist as a basis to structure the EIR/EIS and evaluate if the proposed project may have a significant impact on the existing environment and to what extent, as defined by standard effects thresholds that will be described in the documentation. As required, separate findings to comply with each of CEQA and NEPA will be included by resource area. Other sections in the EIR/EIS will include analysis for those resources, evaluations, or findings that are specific to either CEQA (i.e., populations/housing as a resource area, Statement of Overriding Considerations) or NEPA (i.e., environmental justice as a resource area, Least Environmentally Damaging Practicable Alternative assessment). In addition, necessary BMPs, avoidance strategies, and/or other compensatory mitigation strategies to reduce effects below CEQA thresholds of significance will be proposed in the EIR/EIS following District review and approval.

For each resource, any resource record searches, analyses, modeling and survey findings will be summarized and incorporated into the Administrative Draft EIR/EIS. Records may be attached as appendices to the main document. The primary technical studies that will support design, and the NEPA/CEQA and permitting processes, are outlined below under Subtasks 4.2 and 4.3. In addition, Air Quality and Greenhouse Gas emissions modeling will be required to meet both NEPA and CEQA requirements. Limited noise and/or transportation studies may also be required; therefore 40 hours for each of the two studies is also included in scope, and if additional effort beyond this time is required, an amendment to the scope may be required. It is assumed that a formal Hazardous Materials Phase I study will not be required. HDR will submit any technical studies and the Administrative Draft EIR/EIS electronically to the District and Reclamation for review and comment.

Deliverables: Microsoft Word and PDF copy of Administrative Draft EIR/EIS for review by the District and Reclamation. Each agency will provide a separate review document to HDR following their review, with all comments from an agency consolidated into a single document so HDR will receive two master review copies (one from each of District and Reclamation) with tracked changes and comments for discussion and consideration. If requested, virtual meetings will be scheduled with each agency to discuss any outstanding questions or concerns prior to HDR drafting of public materials.

SUBTASK 7.1.5 PUBLIC DRAFT EIR/EIS

HDR will incorporate the District's and Reclamation's comments on the Administrative Draft EIR/EIS and prepare a Public Draft that will be circulated for a 30 to 45-day public review period, as required by NEPA/CEQA. As part of this process, HDR will provide the District and Reclamation with an electronic copy of a screen check Public Draft EIR/EIS to review responses to the District's and Reclamation's comments prior to finalization of the public draft. The screen check Public Draft EIR/EIS will include a draft Notice of Determination (NOD; CEQA), a draft Record of Determination (ROD; NEPA) and other filing materials for District and Reclamation review, as appropriate.

Once the District and Reclamation review and approve the screen check Public Draft EIR/EIS materials, HDR will finalize the Public Draft and prepare final filing materials. On behalf of the District, HDR will submit the Public Draft EIR/EIS to the State Clearinghouse on CEQAnet along with the Notice of Completion (NOC) and project summary transmittal forms. The outreach subconsultant will lead distribution of the document to interested parties and noticing the availability of the Public Draft EIR/EIS for review (i.e., newspaper, website and/or other electronic media); HDR will support, as requested. It is assumed that the District will file one copy of the NOC with the County Clerk Recorder and identify locations for public review, both electronically and in paper form, as required by CEQA. HDR will also submit the Public Draft EIR/EIS to Reclamation for release and noticing.

Deliverables: Microsoft Word and PDF copy of screen check Public Draft EIR/EIS for the District and Reclamation to review. A Microsoft Word and a PDF copy of the Public Draft EIR/EIS, along with final NOC and other filing materials for CEQA compliance. A PDF copy of Public Draft EIR/EIS to be provided to Reclamation for release and noticing.

SUBTASK 7.1.6 FINAL EIR/EIS AND MITIGATION, MONITORING AND REPORTING PROGRAM (MMRP)

Upon completion of the 30-day public review period, HDR will assist the District and Reclamation in considering comments received on the Public Draft EIR/EIS. HDR will prepare an Administrative Final EIR/EIS that will include and respond to the public and agency comments received on the publicly reviewed materials. HDR will review comments received and prepare draft responses to these comments. Virtual meetings to discuss outstanding comments/responses will be scheduled for District, Reclamation, and HDR to finalize efforts (up to three hours, four HDR staff). HDR will include a Responses to Public Comments Appendix in the Final EIR/EIS.

Due to the uncertainties associated with the level of effort needed to respond to comments, HDR has provided a contingency estimate of 160 hours for this effort. HDR assumes no changes to the project description, technical analyses, or substantial modifications will be necessary for preparation of the Administrative Final EIR/EIS. It is also assumed that no recirculation of the Draft EIR/EIS will be required due to the public and agency comments received. The Administrative Final may include minor corrections, changes, or revisions to the Public Draft EIR/EIS as a result of comments, and as appropriate to meet CEQA regulatory requirements. HDR will submit the Administrative Final EIR/EIS electronically to the District and Reclamation for review. HDR will revise the Administrative Final EIR/EIS to incorporate the District's and Reclamation's final comments and will prepare a Final EIR/EIS. HDR will submit the Final EIR/EIS electronically to the District and Reclamation for approval.

If mitigation is required to reduce adverse effects to below CEQA significance thresholds for specific resource areas, HDR will also prepare a MMRP for the project, in accordance with CEQA. The MMRP will specify the project impacts to be mitigated, definition of mitigation parameters, initiation/timing of mitigation, monitoring frequency, responsibility for verification of compliance, performance criteria, the date compliance is completed, and other specifications, as necessary.

Assuming that the project is approved by the District and Reclamation, HDR will finalize the NOD and ROD documentation and prepare for approval/certification meetings. HDR will submit the NOD and ROD to the District and Reclamation for review and signature.

It is anticipated that Reclamation will file the NEPA documentation in compliance with CEQ regulatory guidelines. As required under CEQA, and upon receipt of the fully executed NOD from the District, HDR will assist the District with filing the NOD, following approval of project and certification of the EIR/EIS, with the San Benito County Clerk and the State Clearinghouse through CEQAnet. The California Department of Fish and Wildlife (CDFW) filing fees for adoption of an EIR/EIS must accompany the NOD when filing it with the San Benito County Clerk and will be the responsibility of the District. Filing of the NOD must be completed within 5 days following approval/certification by the District Board.

Once the NOD is filed with the San Benito County Clerk and the CDFW filing fees are paid, HDR will submit the NOD, receipt of acceptance of the NOD by the San Benito County Clerk, and receipt of payment of the CDFW filing fees to the State Clearinghouse on CEQAnet for compliance with CEQA. HDR assumes that the District will be responsible for paying any and all filing fees.

Deliverables: Microsoft Word and PDF copies of Administrative Final EIR/EIS, Final EIR/EIS, and MMRP for review and approval by the District and Reclamation, as appropriate; PDF copy of the executed NOD/EIR/EIS package to District and filing of documentation with CEQAnet; and PDF copy of EIR/EIS and final ROD to Reclamation for signature and submittal by Reclamation.

Assumptions:

- HDR is not responsible for any additional CEQA or NEPA documentation except as detailed above.
- Scope includes cultural and biological studies as outlined in Sections 4.2 and 4.3. Air quality and greenhouse gas emissions modeling will be required and is included in scope/fee for up to 60 hours of effort; noise and traffic studies are included in scope with a limit of 40 hours of effort for each. No other studies, modeling, or surveys are included in this scope of work outside of what is listed in scope. Specifically, it is assumed that no formal Hazards Phase I study will be conducted as part of this scope.
- Results of geotechnical, utility, hydrologic/hydraulic and other engineering studies, performed by HDR or other District consultants, will be used in development of EIR/EIS, but no additional modeling or analyses for these resources are included as part of the HDR environmental scope.
- A one-day site visit for up to three staff members is included in this task to allow resource leads to review the project site and local area, and to take photos that may be used in the analysis and as visuals in EIR/EIS. COVID-19 protocols will be followed for the site visit, if still applicable.

- District and Reclamation comments on HDR draft materials will be consolidated and provided to HDR electronically in a single tracked-changes Microsoft Word document.
- The District will be the Lead Agency under CEQA. The District will be responsible for all CEQA noticing, publications, and other State lead agency activities. Reclamation will be the Lead Agency under NEPA. Reclamation will be responsible for all NEPA noticing, publications, and other federal lead agency activities.
- The District will be responsible for any and all filing fees associated with filing the EIR/EIS and NOD with the County Clerk, including CDFW fees at Final.
- This proposal does not include HDR developing a formal presentation or staffing report to be presented to the District Board for certification of the EIR/EIS and approval of project. However, HDR can provide support to the District to develop necessary Board materials.
- Up to 15 one-hour virtual meetings and two two-hour “live” kickoff meetings, to include the District and/or Reclamation and up to four HDR environmental team members associated with the development of the EIR/EIS, are included in the fee estimate. “Live” meetings may be converted to virtual meetings, as required by mandated COVID-19 and other public health protocols.
- A public scoping meeting and extensive public noticing will be required for the EIR/EIS; however, a subconsultant contracting separately with the District will be responsible for all scoping materials and outreach materials, including, but not limited to, public noticing documentation and website management.
- As stated above, HDR will assist District, as requested, for State filing requirements. It is anticipated that Reclamation will be responsible for scoping and filing of NEPA materials; however, if requested by Reclamation, HDR can assist in these efforts.
- The CEQA/NEPA document must be compliant with AB 434 (State) and Section 508 (federal) for website materials’ accessibility and, therefore, this effort is included in the fee.

Subtask 7.2 – Federal and State Permitting

Based on preliminary review of the project site and proposed activities, given no conceptual design has been completed for the proposed project to date, HDR assumes that the following permits will be required:

- a U.S. Army Corps of Engineers (Corps) Clean Water Act 404 Nationwide permit,
- Central Coast Regional Water Quality Control Board (Water Board) Clean Water Act 401 water quality certification,
- Endangered Species Act (ESA) Section 7 consultation with the US Fish and Wildlife Service (USFWS)
- a California Department of Fish and Wildlife (CDFW) 2081 Incidental Take Permit, and

- a Fish and Game Code Section 1602 Lake and Streambed Alteration Agreement (1602 permit).

In support of permitting, HDR will conduct a biological resources assessment, as well as an aquatic resources delineation to support the CEQA/NEPA and environmental permitting efforts.

SUBTASK 7.2.1 BIOLOGICAL RESOURCES ASSESSMENT

HDR will conduct a biological resources assessment to inventory botanical, fish, and wildlife species and sensitive habitats that may be affected by the proposed project. The initial phase of the assessment will involve a desktop analysis of the project site, including both those areas that will be assessed at a project-level of detail, and those areas where construction could occur as part of future phases of expansion, which will be assessed under this scope at a programmatic level of detail. A separate memo of desktop findings and constraints will be drafted for the programmatic features that would be included in EIR/EIS; level of detail will be dependent on available information on potential future siting of future expansion. During this phase, applicable data from the U.S. Geological Survey, NMFS, USFWS, CDFW, California Native Plant Society, and other publicly available data will be reviewed, compiled, and analyzed. These data will then be used to develop preliminary delineations of onsite land uses, and further refine special-status species with the potential to occur in the project vicinity.

The second phase of the assessment will be to conduct thorough field surveys of the project area for those features to be considered at a project-level of detail. These surveys serve to ground-truth and refine data collected during the desktop analysis. Data collected during field surveys result in the description and mapping of land use patterns on and adjacent to the project, and the identification and classification of the suitability of those land uses to be inhabited by special-status species. These data will be used to prepare a biological resources assessment that will summarize the existing conditions in the proposed project area, in addition to the CEQA biological resources section and permitting packages. The draft version of the biological resources assessment will be submitted electronically to the District for review and comment. Comments and edits will be addressed, and the final version of the document will be prepared and submitted to the District and used in subsequent permitting efforts.

Assumptions: Access to the entire project area will be granted such that two HDR biologists can complete requisite field work in three 12-hour days. No other site visits or coordination will be required to complete this task. Field surveys, as defined in this subtask, do not include protocol-level surveys for any special-status species to confirm presence, but do include general habitat surveys and recording of any incidental sightings of invasive species cover, special-status plant species, and wildlife species.

SUBTASK 7.2.2 AQUATIC RESOURCES DELINEATION

An aquatic resources delineation would also be completed by HDR biologists for those features to be assessed at a project level of review in the EIR/EIS. Aquatic resources delineations (previously titled “wetland delineations”) utilize standardized methods to identify wetlands and other water features that may be considered waters of the U.S. and subject to Clean Water Act jurisdiction. Guidance on identifying aquatic resources is provided in the *1987 Corps of Engineers Wetlands Delineation Manual*, the *2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West (Version 2.0)*, the Corps’ regulatory guidance

letter regarding *Ordinary High Water Mark Identification (2005)*, and *2007 Corps Jurisdictional Determination Form Instructional Guidebook*. The methodologies outlined in these reference documents would be utilized to delineate the extent and location of aquatic resources in the survey area. Additionally, the extent of CDFW jurisdiction will also be mapped; however, these data will only be incorporated into the CDFW 1602 permit application package and will not be incorporated into the delineation report. Positional data will be collected using a GPS unit with sub-meter accuracy. The draft version of the aquatic resources delineation report will be submitted electronically to the District for review and comment. Comments and edits will be addressed, and the final version of the delineation report will be prepared and submitted to the Corps for verification by HDR on the District's behalf.

Assumptions:

- Access to the entire project area will be granted such that two HDR biologists can complete to requisite field work in two 12-hour days. No other site visits or coordination will be required to complete this task.

SUBTASK 7.2.3 CLEAN WATER ACT SECTION 404 NATIONWIDE PERMIT

HDR assumes the project impacts will qualify under a nationwide permit. A preconstruction notification (PCN) and an aquatic resources delineation is required due to impacts on waters of the U.S. and the potential for impacts on federally protected species. A PCN application package will be prepared by HDR in accordance with Corps standards. The draft version of the PCN will be submitted electronically to the District and Reclamation for review and comment. Comments and edits will be addressed, and the final version of the permit application package will be prepared and submitted to Reclamation to submit to the Corps.

Assumptions:

- Only one round of comments on the PCN package will need to be addressed in order to finalize this deliverable. No coordination with the Corps is included in this task. Agency coordination required to obtain permits is provided below. This task will commence once the 60% design milestone has been achieved.

SUBTASK 7.2.4 CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION

Section 401 of the Clean Water Act requires that any federal permit (i.e., Corps Nationwide permit), which authorizes the discharge of dredge or fill material into waters of the U.S. obtain certification from a state agency stating that the proposed activities comply with this regulation. The State of California has tendered their authority for this program to the Water Board. HDR will prepare a Water Quality Certification application package. The application will include a brief description of the project, identify best management practices, and other pertinent project information as required. The draft version of the application will be submitted electronically to the District and Reclamation for review and comment. Comments and edits will be addressed, and the final version of the permit application package will be submitted by HDR to the Water Board on the client's behalf.

Assumptions:

- Only one round of comments on the Section 401 package will need to be addressed in order to finalize this deliverable. No coordination with the Water Board is included in this

task. Agency coordination required to obtain permits is provided below. This task will commence once the 60% design milestone has been achieved. Associated permit fees will be paid by the client.

SUBTASK 7.2.5 USFWS ESA SECTION 7 CONSULTATION

Section 7(a)(2) of the ESA requires federal agencies to consult with USFWS to ensure that the activities they authorize, fund, or carry out do not jeopardize the continued existence of federally protected species or their critical habitats. Federally-listed species habitat occurs in the proposed project location; therefore, HDR will prepare a biological assessment in accordance with agency standards. Data provided in previous project documentation will be utilized to the greatest extent practicable; however, a habitat assessment will be conducted concurrently with aquatic resources delineation to capture any data gaps needed to complete the biological assessment. The BA will analyze potential impacts on federally-listed or candidate species along with the appropriate avoidance, minimization, and conservation measures. The draft version of the biological assessment will be submitted to the District and Reclamation for review. Comments and edits will be addressed, and the final version of the BA will be prepared for submittal to Reclamation to initiate USFWS consultation or with the Corps PCN package to facilitate their consultation with USFWS.

Assumptions:

- Only one round of comments on the biological assessment will need to be addressed in order to finalize this deliverable. No coordination with USFWS is included in this task. Agency coordination required to obtain permits is provided below. This task will commence once the 60% design milestone has been achieved.

SUBTASK 7.2.6 CDFW 2081 INCIDENTAL TAKE PERMIT

Section 2081 subdivision (b) of the Fish and Game Code allows CDFW to authorize take of species listed as endangered, threatened, candidate, or a rare plant, if that take is incidental to otherwise lawful activities and if certain conditions are met. State-listed species have the potential to occur at the proposed project location; therefore, HDR will prepare a 2081 incidental take permit application package in accordance with agency standards. Data provided in previous project documentation will be utilized to the greatest extent practicable; however, a habitat assessment will be conducted concurrently with aquatic resources delineation to capture any data gaps needed to complete the permit package. The 2081 application package will analyze potential impacts on state-listed species along with the appropriate avoidance, minimization, and conservation measures. The draft version of the 2081 permit package will be submitted to the District for review. Comments and edits will be addressed, and the final version of the will be prepared for submittal to CDFW.

Assumptions:

- Only one round of comments on the permit package will need to be addressed in order to finalize this deliverable. No coordination with CDFW is included in this task. Agency coordination required to obtain permits is provided below. This task will commence once the 60% design milestone has been achieved.

SUBTASK 7.2.7 CDFW LAKE AND STREAMBED ALTERATION AGREEMENT

Section 1602 of the California Fish and Game Code requires any person, state or local governmental agency, or public utility to notify CDFW before beginning an activity that would substantially modify a river, stream, or lake. If CDFW determines that the activity could substantially adversely affect an existing fish and wildlife resource, a 1602 permit is required. The proposed project is expected to require a 1602 permit; therefore, HDR will prepare a notification package for submittal to CDFW. The draft version of the 1602 permit package will be submitted to the District for review. Comments and edits will be addressed, and the final version of the will be prepared for submittal to CDFW by HDR on the client's behalf.

Assumptions:

- Only one round of comments on the 1602 notification will need to be addressed in order to finalize this deliverable. No coordination with CDFW is included in this task. Agency coordination required to obtain permits is provided below. This task will commence once the 60% design milestone has been achieved. Associated permit fees will be paid by the District.

SUBTASK 7.2.8 AGENCY COORDINATION

HDR's senior biologist will coordinate directly with resource agency staff to facilitate timely permit issuance. This coordination will involve:

- One, one-hour, virtual pre-application coordination meeting with each resource agency – Corps, Water Board, CDFW, and USFWS – to discuss the proposed project, site conditions, anticipated impacts; along with proposed avoidance, minimization, and mitigation measures to obtain early feedback that can be incorporated into the permitting documents.
- One, one-day site visit with the Corps to verify the delineation. No other agency site visits are included in this scope of work.
- Up to two, one-hour virtual post-application coordination meetings with each resource agency – Corps, Water Board, CDFW, and USFWS – to reconcile comments on the proposed project and permit applications.
- 40 hours of post-application submittal coordination time for each resource agency – Corps, Water Board, CDFW, and USFWS – to provide written responses to resource agency comments necessary to deem the applications complete.

Deliverables: HDR has included draft and final versions of the following deliverables in this scope of work:

- Biological resources assessment
- Aquatic resources delineation report
- Corps PCN Package
- Water Board 401 Water Quality Certification application
- USFWS biological assessment

- CDFW 2081 permit notification
- CDFW 1602 permit notification

Assumptions:

- Reclamation will serve as the lead federal agency for ESA compliance. If additional federal regulations compliance is required for the project including the National Historic Preservation Act (NHPA) or NEPA, Reclamation will also serve as the lead federal agency and will complete any necessary documentation or consultation.
- All federal and State permits would be anticipated to limit approvals to the first phase of expansion scope that will be assessed in EIR/EIS at project level of review. Programmatic future phases will be described, but additional consultation with agencies would likely be required when future phase designs reach 60% design.

Subtask 7.3 – Cultural and Tribal Cultural Resources

HDR's approach to the proposed project will be designed to identify and evaluate, to the extent possible, previously recorded and/or newly discovered archaeological sites and historic built environment resources. The cultural resources study will be conducted so as to satisfy the requirements of both CEQA and federal Section 106 of the NHPA.

Prior to fieldwork, HDR will request an archaeological records search from the Northwest Information Center (NWIC) of the California Historical Resources Information System (CHRIS) at Sonoma State University to identify previously conducted studies and previously recorded archaeological sites and built environment resources. The field survey will follow the Secretary of the Interior's *Standards and Guidelines for Archaeology and Historic Preservation* and will be conducted assuming 15-meter-wide survey transects. Documentation of encountered sites and built resources will follow the California Office of Historic Preservation's (OHP's) *Instructions for Recording Historical Resources*, utilizing Department of Parks and Recreation (DPR) 523 series forms.

The resource locations will be recorded with a Global Positioning System (GPS) receiver using the North American Datum (NAD) 83 and the Universal Transverse Mercator (UTM) system, and the data downloaded into a Geographical Information System (GIS) data base for conversion into relevant graphics. The results of these surveys will be provided in technical reports of findings following the OHP's *Archaeological Resources Management Report Guidelines*. To the extent possible, prehistoric and historical archaeological sites will be evaluated for California Register of Historical Resources (CRHR) and National Register of Historic Places (NRHP) eligibility at the survey level. Historic built environment resources will be evaluated for significance through the development of a historic context, identification of a period of significance, and assessment of the resource's significant qualities (if any).

In addition to the technical report, HDR will assist with the Native American consultation requirements under federal and state guidelines (including AB 52) by conducting a Sacred Lands File search with the Native American Heritage Commission (NAHC) and drafting consultation letters for the District, or other entities, to disseminate to interested tribal groups and representatives. HDR will also be available to coordinate and facilitate additional tribal

consultation telephone calls and/or in-person meetings, either onsite or at an offsite facility. Upon review and acceptance of the technical report by the District, HDR will draft a transmittal letter and prepare a submittal package for the 30-day review by the California State Historic Preservation Officer (SHPO).

Deliverables: Draft and Final Cultural Resources Technical Report, Draft and Final Native American and SHPO consultation letters in PDF format.

Assumptions:

- NWIC fees will not exceed \$2,000.
- Access to all portions of the project area will be granted prior to field mobilization.
- No more than three previously recorded and/or newly discovered archaeological sites requiring documentation will be encountered during the survey.
- Field surveys can be completed by two HDR archaeologists in no more than three 10-hour workdays, including travel time. Travel costs (rental vehicle, fuel, lodging, meals) have been included.
- Extensive archaeological field studies (e.g., boundary definition, Phase 2/3 excavations) will not be necessary.
- Funds to prepare mitigation and/or treatment plans for adverse effects/significant impacts have not been included.
- No monitoring (archaeological and/or tribal) costs have been included.
- One round of comments on the technical report will be addressed.
- No cultural resource specific permits will be required (e.g., Archaeological Resources Protection Act, Fieldwork Authorization).
- All approvals and permits would be anticipated to be limited in scope to the first phase of expansion that will be assessed in EIR/EIS at project level of review. Programmatic future phases will be described, but additional field work and consultation with agencies would likely be required when future phase designs reach 60% design.

Task 8 – DDW, RWQCB and Encroachment Permitting

Subtask 8.1 – DDW and RWQCB Permitting

HDR will lead the District's team in obtaining permits required for the project and coordination with the Division of Drinking Water (DDW). HDR will coordinate with DDW for initial the permit required for the WHWTP expansion.

For the ASR wells, HDR will lead the permitting efforts required for an ASR general permit. For this phase of work, the scope is anticipated to be initial coordination and technical discussions with DDW and the regional water quality control board (RWQCB). Todd Groundwater (directly contracted with the District) will be responsible for developing the technical data required for communication with the

agencies. Scope of work for developing the full application, including technical work will be included as part of a future scope of work during the construction phase

This task assumes a total of four virtual meetings with the permitting agencies and preparation of meeting material such as agendas and minutes.

Deliverables: Meeting minutes and Agenda

Assumptions:

- The District is responsible for all filing fees.
- ASR general permit application and any reports or technical data required if not part of the scope for this phase of work.
- Final engineering reports required for DDW permitting are not included in the scope for this phase of work.

Subtask 8.2 – Encroachment Permits

HDR will follow County and District guidelines to procure the necessary encroachment permits. HDR will prepare the necessary documentation for the District to submit to the County.

Assumptions:

- The District will pay the permit fees and sign the permits before submittal to the necessary agencies.
- Building permit with the City of Hollister is not required for the ASR sites.

Task 9 – Bid Period Assistance

Subtask 9.1 – Pre-bid Meeting

HDR will assist the District with conducting a job walk and attend the pre-bid conference for the three bid design package to meet with prospective contractors and answer contractor questions. COVID-19 protocols will be followed during the pre-bid meeting, if still applicable. Up to two HDR team members will attend the pre-bid meeting.

Deliverables: Prebid meeting notes.

Assumptions:

- The project facilities will be split into three design packages, with separate site walks and pre-bid meetings for each.

Subtask 9.2 – Bidding Services

HDR will assist during the bidding period, which includes receiving and recording contractor questions, issuing addenda to the contract documents for distribution to plan and specification holders, assisting the District with evaluating the bids, reviewing the bids for conformance with the bid documents, and assisting the District by providing input in the awarding of the contract. The District will prepare, negotiate, and execute the construction agreement with the selected contractor. The level of effort is based on three contract packages.

Deliverables: Up to four addenda to the bid set of contract documents for each contract package, bid tabulation sheet, written clarification of contractor questions, and recommendation for award letter for each drawing package. Total of 11 addenda.

Subtask 9.3 – Conformed Drawings and Specifications

HDR will incorporate the addenda into the bid set and provide a conformed set of construction documents for each drawing package or reproduction and distribution by the District.

Deliverables: PDF copy of the construction specifications and full-size drawings.

Task 10 – Right-of-Way Acquisition Services

HDR will lead the right-of-way (ROW) and the land acquisition process that the District will undertake. HDR will coordinate with the District staff to create a plan for ROW and acquisition, provide a property acquisition strategy and support the acquisition process. HDR will also research and investigate the existing easements and property boundaries. The District will be responsible for:

- Negotiating temporary and permanent easements with landowners
- Obtaining appraisals and market valuations as required
- Interfacing with land, facility, or property managers, real-estate agents, brokers, surveyors and title companies.

Task 11 – Public Engagement and Outreach

Subtask 11.1 – Public Outreach Meetings

HDR will attend public outreach meetings to support the District in its public outreach efforts. The level of effort is based on four in-person outreach meetings attended by two HDR staff. HDR will also help the District prepare presentations required for the outreach.

Deliverables: Meeting PowerPoint presentation

Subtask 11.2 – Inter-Agency Coordination

HDR will facilitate quarterly meetings with the Management Committee, including the City of Hollister, Sunnyslope County Water District, San Benito County, and the City of San Juan Bautista. 6 Management Committee meetings are assumed, attended by 2 HDR staff, via Zoom. HDR will prepare the agenda, presentation materials, and facilitate the meetings.

HDR will participate in two Governance Committee Meetings during the project to provide updates. The timing of these meetings will be determined in collaboration with the District. One HDR staff will participate via Zoom. HDR will prepare meeting presentations.

HDR will attend coordination meetings with the City of Hollister to discuss the proposed project and the connection to the City distribution system and evaluate facilities required for tie-in of the ASR pipeline with the City's distribution system. Level of effort is based on two in-person and two virtual meetings attended by three HDR staff.

Subtask 11.3 – Other Agency Coordination

HDR will attend coordination meetings with other stakeholder and funding agencies as required. Level of effort is based on two in-person and four virtual meetings attended by two HDR staff.

EXHIBIT B

RATE SCHEDULE AND BUDGET

2023 Rate Schedule

<u>Title</u>	<u>Hourly Rate</u>
Engineer-in-Training 1	\$125
Engineer-in-Training 2	\$130
Engineer-in-Training 3	\$135
Engineer-in-Training 4	\$145
Engineer-in-Training 5	\$150
Engineer 1	\$160
Engineer 2	\$175
Engineer 3	\$194
Engineer 4	\$210
Engineer 5	\$230
Engineer 6	\$250
Engineer 7	\$265
Engineer 8	\$275
Engineer 9	\$282
Engineer 10	\$295
Technical Specialist 1	\$300
Technical Specialist 2	\$315
CAD Technician 1	\$140
CAD Technician 2	\$155
CAD Technician 3	\$165
CAD Technician 4	\$175
CAD Technician 5	\$200
CAD Technician 6	\$240
ROW Specialist	\$260
Environmental Specialist 1	\$130
Environmental Specialist 2	\$140
Environmental Specialist 3	\$145
Environmental Specialist 4	\$150
Environmental Specialist 5	\$180
Environmental Specialist 6	\$220
Environmental Specialist 7	\$250
Project Controller	\$140
Project Coordinator	\$115

Rates are adjusted annually on January 1st of each calendar year.

EXPENSES

In-House Expenses

Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Other Travel (e.g., airfare, fuel charges, parking, ride share, lodging, meals, rental/leased vehicle, etc.)	at cost
Black/White Photocopies (per copy)	\$0.05 to \$0.09
Color Copy (per copy)	\$0.15 to \$0.30
Bond Plotting – Black/White (per square foot)	\$0.15
Bond Plotting – Color (per square foot)	\$0.90

Please note that expenses and subconsultants are charged with a five percent markup.

Table 1 - Estimated Work Effort and Cost
San Benito County Water District
ADROP

Task No.	Task Description	Principal/Manager	QA/QC Officer	Process	Timeline	Staff	Engineer	Architect	Struct	Mech	Elect	Civil	Engineer	Geotech	Specialist	ROW Planner	Senior Planner	Biological Planner	Env. Planner	Cultural Res. Spl.	CAAD Tech 1	CAAD Tech 2	CAAD Tech 3	CAAD Tech 4	CAAD Tech 5	Total HRR Labor Hours	Total HRR Clinical	Total HRR Admin/Support	Total HRR Expenses w/ 5% Markup	Total HRR Base w/ 5% Markup	Total Cost (\$)
Task 1 - Project Management																															
1.1	Project Management	24	252																								84	360	\$87,659		\$97,659
1.2	QA/QC	12	12																								16	64	\$16,779	\$16,779	\$16,779
1.3	QA/QC	24	244																								100	424	\$113,638	\$100	\$114,038
Task 2 - Preliminary Design																															
2.1	Concept, Deliverable Review & Program Meetings	8	76																								117	\$79,546	\$800	\$80,346	
2.2	1.1 Preliminary Design - ASHRAE Standards	6	20	6	16	16	43		6	6	6																142	\$22,107		\$22,107	
2.2.1	Preliminary Design - Office Transmission & Dist.	6	16				43																				102	\$20,197		\$20,197	
2.2.3	Preliminary Design - HVAC/HVAC Expansion	6	24	16	40	69	120		12	12	20	12															342	\$71,681		\$71,681	
2.3	Site Plan, Utility, and Accession Documentation, ROW, Property & Utility	4	2.3				16																				60	\$7,953		\$7,953	
2.4	Survey	4	4	8																							12	\$3,368	\$200	\$3,568	
2.5	Field Evaluation of Env. Utilities	4					16																				20	\$4,439	\$500	\$4,939	
2.6	Hydraulic Modeling	4	4	4	6																						16	\$3,873		\$3,873	
2.7	Drain and Fuel SODOR	16	20	40	60	20	60	40	14	6	16	6															520	\$9,395	\$500	\$9,895	
2.8	Drain and Fuel SODOR	42	124	24	140	188	128	240	120	0	32	26	42	18	0	0	0	0	0	0	40	50	50	40	10	10	1,331	\$27,449	\$2,000	\$29,449	
Task 3 - Geotechnical Testing, Analysis and Report																															
3.1	Geotechnical Testing, Analysis and Report	8	8	8																							316	\$64,394	\$113,301	\$113,301	
Task 4 - Final Design Package 1 (W/D Expansion)																															
4.1	Programs & Deliverable Review Meetings	30		30	44	12																					316	\$64,394	\$113,301	\$113,301	
4.2.1	Drawings	150	96	60	147	276	6	238	12	32	452	64	428	238	6												116	\$28,256	\$600	\$28,856	
4.2.2	Specifications	30	30	6	40	60	6	63	24	12	32	12	68	20	6												3,982	\$78,776	\$500	\$79,276	
4.2.3	QC/QC	6	12	20	16	6	63		6																		40	\$464	\$38,753	\$200	\$39,053
Task 5 - Final Design Package 2 (ASR Verticality)																															
5.1	Programs & Deliverable Review Meetings	10		10	12	26																					160	\$3,154		\$3,154	
5.2.1	Drawings	100	76	0	195	226	0	132	0	100	220	152	322	224	6												60	\$17,734	\$600	\$18,334	
5.2.2	Specifications	20	20	6	24	30	63																				3,207	\$68,816	\$500	\$69,316	
5.2.3	Cost Estimate	6	6	6	16	16	30	6	6																		328	\$48,826	\$200	\$49,026	
Task 6 - Final Design Package 3 (ASR Horizontality)																															
6.1	Programs & Deliverable Review Meetings	132	112	6	247	300	0	222	0	112	260	164	370	244	20	0	0	0	0	0	480	438	680	130	37	40	4,702	\$94,680	\$1,300	\$95,980	
6.2	Drawings	100	76	0	195	226	0	132	0	100	220	152	322	224	6												60	\$17,734	\$600	\$18,334	
6.3	Specifications	20	20	6	24	30	63																				3,207	\$68,816	\$500	\$69,316	
6.4	Cost Estimate	4	4	4	16	16	30	6	6																		328	\$48,826	\$200	\$49,026	
Task 7 - Final Design Package 4 (ASR Horizontality)																															
7.1	Programs & Deliverable Review Meetings	88	41	4	82	12	304	12	272	0	0	0	0	0	0	0	0	0	0	0	272	0	0	248	0	4,374	\$28,330	\$1,300	\$29,630		
7.2	Drawings	60	19	0	44	12	252	12	216	0	0	0	0	0												34	\$8,006	\$9,206	\$9,206		
7.3	Specifications	24	6	4	16	24	40																			40	\$1,134	\$209,160	\$500	\$209,660	
7.4	Cost Estimate	4	4	4	16	16	30	6	6																		50	\$10,336	\$10,336	\$10,336	
Task 8 - Final Design Package 5 (ASR Horizontality)																															
8.1	Programs & Deliverable Review Meetings	34	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	112	112	0	0	0	34	3,238	\$42,732	\$5,506	\$48,238	
8.2	Drawings	16		16	32																						64	\$16,692	\$1,000	\$17,692	
8.3	Specifications	0	16	0	28	48	0	12	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	40	\$3,140	\$500	\$3,640		
Task 9 - Final Design Package 6 (ASR Horizontality)																															
9.1	Pre-bid Meetings	24		16	6	6																					48	\$12,240	\$400	\$12,640	
9.2	Bidding Services	8	24	6	60	32	60	60	12	4	12	6															320	\$62,816	\$1,000	\$63,816	
9.3	Confirmed Plans and Specifications	8	48	8	8	6	6																				208	\$34,238	\$500	\$34,738	
Task 10 - ROW and Land Acquisition Support																															
10.1	ROW and Land Acquisition Support	16	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	974	\$113,288	\$1,800	\$115,088		
Task 11 - ROW and Land Acquisition Support																															
11.1	Public Outreach Meetings	24		24			43																				88	\$20,022	\$600	\$20,622	
11.2	Inter-Agency Coordination Meetings	16	36		20		20																				92	\$25,456	\$400	\$25,856	
11.3	Other Agency Coordination Meetings	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	46	\$12,838	\$400	\$13,238		
Task 12 - ROW and Land Acquisition Support																															
12.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	228	\$52,326	\$1,800	\$54,126		
Task 13 - ROW and Land Acquisition Support																															
13.1	ROW and Land Acquisition Support	554	872	130	922	984	500	972	488	156	802	270	940	498	330	150	472	825	530	298	1,108	1,264	1,368	624	81	56	16,247	\$3,279,996	\$2,000	\$3,281,996	
Task 14 - ROW and Land Acquisition Support																															
14.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164	\$44,346	\$1,800	\$46,146		
Task 15 - ROW and Land Acquisition Support																															
15.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164	\$44,346	\$1,800	\$46,146		
Task 16 - ROW and Land Acquisition Support																															
16.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164	\$44,346	\$1,800	\$46,146		
Task 17 - ROW and Land Acquisition Support																															
17.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164	\$44,346	\$1,800	\$46,146		
Task 18 - ROW and Land Acquisition Support																															
18.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164	\$44,346	\$1,800	\$46,146		
Task 19 - ROW and Land Acquisition Support																															
19.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164	\$44,346	\$1,800	\$46,146		
Task 20 - ROW and Land Acquisition Support																															
20.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164	\$44,346	\$1,800	\$46,146		
Task 21 - ROW and Land Acquisition Support																															
21.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164	\$44,346	\$1,800	\$46,146		
Task 22 - ROW and Land Acquisition Support																															
22.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164	\$44,346	\$1,800	\$46,146		
Task 23 - ROW and Land Acquisition Support																															
23.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164	\$44,346	\$1,800	\$46,146		
Task 24 - ROW and Land Acquisition Support																															
24.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164	\$44,346	\$1,800	\$46,146		
Task 25 - ROW and Land Acquisition Support																															
25.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164	\$44,346	\$1,800	\$46,146		
Task 26 - ROW and Land Acquisition Support																															
26.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164	\$44,346	\$1,800	\$46,146		
Task 27 - ROW and Land Acquisition Support																															
27.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164	\$44,346	\$1,800	\$46,146		
Task 28 - ROW and Land Acquisition Support																															
28.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164	\$44,346	\$1,800	\$46,146		
Task 29 - ROW and Land Acquisition Support																															
29.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	164	\$44,346	\$1,800	\$46,146		
Task 30 - ROW and Land Acquisition Support																															
30.1	ROW and Land Acquisition Support	16	78	0	28	0	60	0	0	0	0	0	0	0																	

Exhibit C

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract. The employees of both parties are intended third party beneficiaries of this waiver of consequential damages.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be

entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees,

arising or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance

of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and

OWNER, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. ENGINEER'S AND SUBCONSULTANTS' EMPLOYEES ARE INTENDED THIRD PARTY BENEFICIARIES OF THIS ALLOCATION OF RISK.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

Except as otherwise provided in this Agreement, no third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems and features designed, recommended or assessed by ENGINEER (collectively "OT Systems") are dependent upon OWNER's continued operation and maintenance of the OT Systems

in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT Systems in accordance with applicable laws, regulations, and industry standards (e.g. ISA, NIST, etc.) and best practices, which generally include but are not limited to, cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.