

# San Antonio Basin Water District

1005 S. Broadway - Santa Maria, California 93454

Phone: (805) 937-0511 - Fax: (805) 754-2874

## Board of Directors Regular Meeting

July 21, 2020 at 1:00 P.M.

### Join Zoom Meeting

<https://us02web.zoom.us/j/84279217392?pwd=Q2FoMDFJYkpwY2dNMFM2SVM3RnpBZz09>

Meeting ID: 842 7921 7392

Password: 189908

### Dial by your location

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 842 7921 7392

Password: 189908

Find your local number: <https://us02web.zoom.us/j/84279217392?pwd=Q2FoMDFJYkpwY2dNMFM2SVM3RnpBZz09>

Consistent with Executive Order N-29-20 suspending provisions of the Brown Act to allow for public meetings to be conducted remotely, the District will hold its regular Board of Directors meeting by teleconference. There will be no meeting site open to the public. Public participation is encouraged using the teleconference information referenced above.

## Meeting and Agenda

- 1) Call to Order
- 2) Roll Call
- 3) Self-Introductions
- 4) Proposition 218 Hearing Regarding Proposed Assessment
- 5) Open General Meeting
- 6) **Public Comment:** This portion of the meeting is set aside to provide the public an opportunity to bring to the attention of the Board members matters that are within the jurisdiction of the Board and that are not on today's agenda. No action will be taken on any matter discussed during this portion of the meeting. The total time allotted for this portion of the meeting may be limited to no more than 3 minutes per speaker.
- 7) **Minutes**
  - a. June 16, 2020 Board Meeting Minutes – **Board Approval Needed**

- 8) Financial Report**
  - a. Open SABWD Bank Account
  - b. Review and Approve GSA June Financial Statement
- 9) Management/Administration**
  - a. Status Report
- 10) Proposition 218 Assessment Ballot Proceedings Matters**
  - a. Receive Ballot Count
  - b. Review and Approve 2020/2021 Budget
  - c. Consider Resolution Confirming Results from Prop 218 Assessment Ballot Proceeding and Authorizing Levy and Collection of Assessment
  - d. Review and Approve Contract with Wallace Group to Prepare Tax Roll
- 11) New Business**— requests for items to be placed on next agenda.
- 12) Next Meeting Date – August 18, 2020**
- 13) Adjournment**

*In compliance with the American with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), if you need special assistance to access the meeting room or otherwise participate at this meeting, including auxiliary aids or services, please contact Donna Glass, [admin@sanantoniobasinwd.org](mailto:admin@sanantoniobasinwd.org) 805-928-8349, 1005 S. Broadway, Santa Maria, CA 93454. Notifications of at least forty-eight (48) hours prior to the meeting will help enable reasonable arrangements to ensure accessibility to the meeting.*

*Copies of Meeting Documents can be found on our District Webpage <https://sanantoniobasinwd.org/> or requested by contacting Donna Glass, [admin@sanantoniobasinwd.org](mailto:admin@sanantoniobasinwd.org) 805-928-8349, 1005 S. Broadway, Santa Maria, CA 93454.*

# San Antonio Basin Water District

1005 S. Broadway - Santa Maria, California 93454

Phone: (805) 937-0511 - Fax: (805) 754-2874

## Meeting Minutes

Board of Directors Regular Meeting  
June 16, 2020 at 1:00 P.M.

Dial-in-number - 1-605-472-5736  
Access Code – 186891

Consistent with Executive Order N-29-20 suspending provisions of the Brown Act to allow for public meetings to be conducted remotely, the District will hold its regular Board of Directors meeting by teleconference. There will be no meeting site open to the public. Public participation is encouraged using the teleconference information referenced above.

**1) Call to Order**

The meeting was called to order at 1:04 p.m. by Kevin Merrill.

**2) Roll Call**

The following directors were present, constituting a quorum for the transaction of business.

Directors Present:

Kevin Merrill

Randy Sharer

Craig Reade

Victor Schaff

Members absent: Ken Hunter

**Others in attendance:** Kari Wagner, Wallace Group, Alan Doud, Young Wooldridge, LLC, Lon Fletcher, Water District Formation Coordinators for the Friends of the San Antonio Basin Water District and Donna Glass, District Manager.

**3) Self-Introductions**

None – Alan Doud briefly discussed importance of the board members following the Brown Act.

**4) Public Comment:** This portion of the meeting is set aside to provide the public an opportunity to bring to the attention of the Board members matters that are within the jurisdiction of the Board and that are not on today's agenda. No action will be taken on any matter discussed during this portion of the meeting. The total time allotted for this portion of the meeting may be limited to no more than 3 minutes per speaker.

No public comments

**5) Minutes**

**a. May 19, 2020 Board Meeting Minutes – Board Approval Needed**

**Motion** was made by Director Reade to approve the minutes as presented and seconded by Director Sharer.

A roll call vote was taken and the motion carried.

**AYES:** Director Merrill, Reade, Sharer and Schaff.

**NOES:** None; **ABSTAIN:** None; **ABSENT:** Director Hunter.

## 6) Financial Report

### a. Discuss FSAWB Financial Statement

Donna Glass reported as of June 10, 2020 the FSAWB accounts have a balance total of \$280,348.17. All bills for legal, except winding down the FSAWD, Election Office and Wallace Group have been paid. There will be no more of these expenses for the FSAWB. The continuing expenses will be a possible LAFCO bill, accounting, salary's, taxes and any misc. winding down expenses. A recommendation was made to use \$225,000.00 as startup/carry over to the District. That would leave \$55,348 in the FSAWB accounts to wind everything down. Anything left has already been budgeted to go to the District.

#### i. Determine Available Funds to Open New Bank Account

**Motion** was made by Director Schaff to approve \$225,000 from the FSAWB account be used as startup funds for the SABWD and seconded by Director Sharer.

A roll call vote was taken and the motion carried.

**AYES:** Director Merrill, Reade, Sharer and Schaff.

**NOES:** None; **ABSTAIN:** None; **ABSENT:** Director Hunter.

### b. Review GSA May Financial Statement

Donna Glass reported that as of May 31, 2020 the SABGSA operating account has - \$10,749.83 and \$50,344.99 in a MMKT account for a total of \$39,594.16. The expenses for May were \$37,746.50. Net Income was - \$35,769.05. A transfer from the MMKT to the operating account will need to be made.

The different accounting methods (cash basis vs accrual basis) were discussed. The GSA uses the cash basis and the District plans to set up using the accrual basis, same basis of accounting that was used by the FSAWB. While it doesn't change the expenses, for budgeting purposes it would be easier if the GSA was to consider switching to the accrual basis of accounting. It would also prevent the delays created in waiting for invoices to arrive in order for the accountant to prepare the GSA financial statement in time for the board meeting each month.

The Randy Sharer and Kevin Merrill, also GSA board members, will bring up the discussion about the GSA considering a change to the accrual method at the upcoming board meeting.

**Motion** was made by Director Reade to approve the GSA Financials and seconded by Director Reade.

A roll call vote was taken and the motion carried.

**AYES:** Director Merrill, Reade, Sharer and Schaff.

**NOES:** None; **ABSTAIN:** None; **ABSENT:** Director Hunter.

## 7) Management/Administration

**a. Status Report**

Donna Glass gave a brief update on various items.

**8) Consideration of Appointment of Alternate Director to the San Antonio Basin GSA Board of Directors**

A brief discussion took place about the appointment of Jim Stollberg as an alternate Director.

**Motion** was made by Director Sharer to approve appointment of Jim Stollberg as alternate Director for the SABGSA and seconded by Director Reade.

A roll call vote was taken and the motion carried.

**AYES:** Director Merrill, Reade, Sharer and Schaff.

**NOES:** None; **ABSTAIN:** None; **ABSENT:** Director Hunter.

**9) Associations, Committees and Other Business Matters**

**a. Discuss and Consider joining associations to have access to training, insurance, and representations in Sacramento**

**i. California Association of Water Agencies**

A discussion took place about the fee to join based on the District income.

**Motion** was made by Director Schaff to approve joining and seconded by Director Sharer.

A roll call vote was taken and the motion carried.

**AYES:** Director Merrill, Reade, Sharer and Schaff.

**NOES:** None; **ABSTAIN:** None; **ABSENT:** Director Hunter.

**ii. California Special District Associations**

A discussion took place about the information provided by the CSDA. The fee to join is based on the District income. It was decided to pass on joining at this time.

**b. Discuss Director requirements, including filing Form 700 and training**

Alan Doud discussed the need to get the training done. His office can provide it as well as it is offered on line. Donna Glass reported that Carrie Troup also provides options for taking the trainings.

**i. Sexual Harassment Training (within 6 months)**

**ii. Ethics Training (within 12 months)**

**c. Review and Approve Legal Representation Agreement and Conflict Waiver Letter**

Alan Doud provided a brief explanation about the Conflict Waiver Letter which listed numerous clients represented by his firm.

**Motion** was made by Director Merrill to approve the Legal Representation Agreement and Conflict Waiver Letter and seconded by Director Reade.

A roll call vote was taken and the motion carried.

**AYES:** Director Merrill, Reade, Sharer and Schaff.

**NOES:** None; **ABSTAIN:** None; **ABSENT:** Director Hunter.

**10) Engineer's Report and Proposition 218 Assessment Ballot Proceedings Matters**

**a. Preliminary 2020/2021 Budget and Assessment Discussion**

Kari Wagner and Donna Glass reviewed and discussed the assessment options with the board.

**i. Review Assessment Irrigated/Non-Irrigated Fee Options**

After some additional discussion the board opted to have a draft budget and assessment fee prepared for the July 21, 2020 meeting with a modified option 2.

A motion was made by Director Schaff and seconded by Director Reade to propose setting the assessment as \$40, \$45, \$56, \$56, \$56 for irrigated acres for 2020/2021-2024/2025. All of this is pending any landowner change orders of irrigated acres prior to or at the hearing on July 21, 2020.

A roll call vote was taken and the motion carried.

**AYES:** Director Merrill, Reade, Sharer and Schaff.

**NOES:** None; **ABSTAIN:** None; **ABSENT:** Director Hunter.

**b. Proposition 218 Hearing – minimum 45 days after mailing**

**i. At regularly scheduled meeting July 21, 2020**

Alan Doud provided an update to current requirements about holding a meeting during the continued COVID 19 concerns. A discussion took place about an option of holding it outside at the Los Alamos Community Services District but limiting the attendees to Kari Wagner, Kevin Merrill, Lon Fletcher and Donna Glass. Staff will prepare a letter to go out to the landowners advising them that the hearing will be conducted telephonically only. Owners are encouraged to submit their ballots by mail prior to the hearing. District representatives will be present outside to receive new or amended ballots.

**11) New Business**— requests for items to be placed on next agenda.  
No new business was discussed by the Board.

**12) Next Meeting Date – July 21, 2020**  
**Motion** was made and seconded to set the next meeting date for July 21, 2020

**13) Adjournment**  
Meeting was adjourned by Director Merrill at 2:20 pm.

Respectfully submitted,

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Craig Reade, Secretary

**Accepted:**

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Kevin Merrill, President

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Date



A LIMITED LIABILITY PARTNERSHIP • EST. 1939  
 1800 30TH STREET, FOURTH FLOOR  
 BAKERSFIELD . CA. 93301

HTTP://WWW.YOUNGWOOLDRIDGE.COM  
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FRIENDS OF THE SAN ANTONIO WATER BASIN  
 900 EAST MAIN STREET, SUITE 104  
 SANTA MARIA, CA 93454

June 30, 2020

Client ID 20454 SKK

Statement for period through June 30, 2020

**Summary by Matter**

Matter	Description	Prior Balance	Payments & Adjustments	Current Charges	Total Due
1	FORMATION OF A WATER DISTRICT	\$11,167.50	-\$11,167.50	\$1,667.00	\$1,667.00
99	MISCELLANEOUS	\$0.00	\$0.00	\$3,672.00	\$3,672.00
100	COSTS	\$0.00	\$0.00	\$0.00	\$0.00

PRIOR STATEMENT BALANCE	\$11,167.50
TOTAL PAYMENTS AND ADJUSTMENTS	-\$11,167.50
CURRENT CHARGES	\$5,339.00
<b>PAY THIS AMOUNT</b>	<b>\$5,339.00</b>

**Paid by FSAWB on July 16, 2020**

Any Payments Received After 06/30/20 Will Appear on Your Next Statement

Visa, MasterCard and Discover accepted

A FINANCE CHARGE OF 1.5% WILL BE ADDED TO YOUR BALANCE 30 DAYS AFTER STATEMENT DATE



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A LIMITED LIABILITY PARTNERSHIP • EST. 1939  
 1800 30TH STREET, FOURTH FLOOR  
 BAKERSFIELD . CA. 93301

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FRIENDS OF THE SAN ANTONIO WATER BASIN  
 900 EAST MAIN STREET, SUITE 104  
 SANTA MARIA, CA 93454

June 30, 2020

Client ID 20454-1 SKK  
 Invoice No. 66826

Statement for period through June 30, 2020

**LEGAL SERVICES REGARDING: FORMATION OF A WATER DISTRICT**

**PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATIONS**

Fees		T.K.	Hours	Amount
06/01/20	COLLABORATE WITH ATTORNEY SINGH ON DRAFTING THE CONFLICT OF INTEREST CODE AND RELATED NOTICES. IN COORDINATION WITH STAFF, ADVISE D. GLASS ON FILING ASSUMING OFFICE STATEMENTS. RESEARCH POLITICAL REFORM ACT AND FPPC REGULATIONS IN CONNECTION WITH SAME.	AFD	2.50	\$737.50
	DRAFT LETTER TO LAFCO CONFIRMING SUBSTITUTION OF WATER DISTRICT FOR CRCD.	AFD	1.20	\$354.00
	PHONE CALL TO SANTA BARBARA COUNTY ELECTIONS OFFICE; PREPARE DRAFT ASSUMING OFFICE STATEMENT FOR ATTY. DOUD, FORWARD TO ATTY. DOUD FOR PROOFING AND SIGNATURE; EMAIL TO D. GLASS RE: FORM 700 FILING; PHONE CALLS TO D. GLASS RE: FILING OF FORM 700 AND E-DISCLOSURES; DISCUSS VARIOUS PHONE CALLS WITH ATTY. DOUD.	KLM	1.00	\$85.00
06/02/20	EMAIL TO S. HESS AT SANTA BARBARA COUNTY ELECTIONS OFFICE RE: LIST OF FORM 700 FILERS.	KLM	0.20	\$17.00
06/04/20	FINALIZE LETTER TO W. DILLON OF SANTA BARBARA LAFCO RE: SATISFACTION OF CONDITION; SEND LETTER TO W. DILLON AT.	KLM	0.60	\$51.00
06/05/20	SEND SECOND EMAIL TO S. HESS AT SANTA BARBARA COUNTY ELECTIONS OFFICE RE: LIST OF FORM 700 FILERS.	KLM	0.20	\$17.00
06/08/20	PHONE CALL TO THE SANTA BARBARA COUNTY ELECTIONS OFFICE RE: FORM 700; PHONE CALL TO IRS RE: PROCEDURE ON OBTAINING AN EIN; DISCUSS STATUS OF BOTH MATTERS WITH ATTY. DOUD.	KLM	0.60	\$51.00
06/11/20	COLLABORATE WITH D. GLASS AND PARALEGAL MOEN ON STATEMENT OF ECONOMIC INTEREST FILINGS	AFD	1.00	\$295.00
06/15/20	PREPARE LETTER FOR SERVICE TO SANTA BARBARA COUNTY BOARD OF SUPERVISORS RE: BYLAWS.	KLM	0.70	\$59.50

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FRIENDS OF THE SAN ANTONIO WATER BASIN

June 30, 2020

**Timekeeper Recap**

T.K.	Name	Hours	Rate	Amount
AFD	ALAN DOUD	4.70	\$295.00	\$1,386.50
KLM	KRISTEN L. MOEN	3.30	\$85.00	\$280.50

**TOTAL FEES** **\$1,667.00**

PRIOR STATEMENT BALANCE	\$11,167.50
TOTAL PAYMENTS AND ADJUSTMENTS	-\$11,167.50
CURRENT CHARGES	\$1,667.00
<b>PAY THIS AMOUNT</b>	<b>\$1,667.00</b>

Any Payments Received After 06/30/20 Will Appear on Your Next Statement

**Detail of Payments and Adjustments**

Date	Check No.	Description	Amount
06/15/20	1325	Payment Received-FRIENDS OF THE SAN ANTONIO WATER BASIN	\$11,167.50

Visa, MasterCard and Discover accepted

A FINANCE CHARGE OF 1.5% WILL BE ADDED TO YOUR BALANCE 30 DAYS AFTER STATEMENT DATE



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FRIENDS OF THE SAN ANTONIO WATER BASIN  
 900 EAST MAIN STREET, SUITE 104  
 SANTA MARIA, CA 93454

June 30, 2020

Client ID 20454-99 SKK  
 Invoice No. 66827

Statement for period through June 30, 2020

**LEGAL SERVICES REGARDING: MISCELLANEOUS**

Fees	T.K.	Hours	Amount
06/04/20 REVIEW CORPORATE DOCUMENTS; CONDUCT RESEARCH REGARDING THE WINDING AND DISSOLUTION PROCESS FOR CALIFORNIA NON-PROFIT CORPORATIONS; DRAFT MEMORANDUM REGARDING FINDINGS.	LNN	3.20	\$768.00
06/08/20 EMAIL CORRESPONDENCES WITH CLIENT; DISCUSS THE PROCESS AND PROCEDURE FOR WINDING UP AND DISSOLUTION.	LNN	3.60	\$864.00
06/09/20 EMAIL CORRESPONDENCES REGARDING BALLOT REQUIREMENTS AND 2019/2020 BUDGET.	LNN	0.80	\$192.00
06/10/20 RESEARCH AND SEND/RECEIVE EMAIL CORRESPONDENCES REGARDING BANK ACCOUNTS AND D&O INSURANCE.	LNN	0.90	\$216.00
06/18/20 DRAFT BALLOT FOR DISSOLUTION IN CONFORMITY WITH RELEVANT STATUTES AND CORPORATE BYLAWS.	LNN	3.10	\$744.00
06/19/20 FINALIZE BALLOT; SEND BALLOT TO DONNA WITH INSTRUCTIONS; RESPOND TO EMAILS REGARDING EDITS AND PROCEDURES FOR OPENING BALLOTS.	LNN	2.30	\$552.00
06/22/20 REVISE BALLOT; EMAIL CORRESPONDENCES REGARDING INSURANCE.	LNN	0.40	\$96.00
06/23/20 EMAIL CORRESPONDENCES REGARDING BALLOT AND RETURN ENVELOPES.	LNN	0.40	\$96.00
06/26/20 EMAIL CORRESPONDENCES REGARDING POSTPONING SENDING OUT AND OPENING BALLOT.	LNN	0.60	\$144.00

**Timekeeper Recap**

T.K.	Name	Hours	Rate	Amount
LNN	LAUREN NAWORSKI-SMITH	15.30	\$240.00	\$3,672.00

**TOTAL FEES** **\$3,672.00**

A FINANCE CHARGE OF 1.5% WILL BE ADDED TO YOUR BALANCE 30 DAYS AFTER STATEMENT DATE



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FACSIMILE: (661) 327-1087

FRIENDS OF THE SAN ANTONIO WATER BASIN

June 30, 2020

PRIOR STATEMENT BALANCE	\$0.00
CURRENT CHARGES	\$3,672.00
<b>PAY THIS AMOUNT</b>	<b>\$3,672.00</b>

Any Payments Received After 06/30/20 Will Appear on Your Next Statement

Visa, MasterCard and Discover accepted

A FINANCE CHARGE OF 1.5% WILL BE ADDED TO YOUR BALANCE 30 DAYS AFTER STATEMENT DATE



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FRIENDS OF THE SAN ANTONIO WATER BASIN  
900 EAST MAIN STREET, SUITE 104  
SANTA MARIA, CA 93454

June 30, 2020

Client ID 20454-100 SKK  
Invoice No. 66828

Statement for period through June 30, 2020

**LEGAL SERVICES REGARDING: COSTS**

**COSTS AND EXPENSES**

**Amount**

06/30/20 BLACK & WHITE PRINTING

N/C

COLOR PRINTING

N/C

**TOTAL COSTS AND EXPENSES**

**\$0.00**

PRIOR STATEMENT BALANCE

\$0.00

**PAY THIS AMOUNT**

**\$0.00**

Any Payments Received After 06/30/20 Will Appear on Your Next Statement

Visa, MasterCard and Discover accepted

A FINANCE CHARGE OF 1.5% WILL BE ADDED TO YOUR BALANCE 30 DAYS AFTER STATEMENT DATE



**Wallace Group**  
**A California Corporation**  
**612 Clarion Court**  
**San Luis Obispo, CA 93401**  
**Phone: 805-544-4011 Fax: 805-544-4294**

San Antonio Basin Water District  
 1005 S. Broadway  
 Santa Maria, CA 93454

June 22, 2020  
 Project No: 1591-0001-00  
 Invoice No: 51092  
**Invoice Total \$9,502.28**

Project 1591-0001-00 San Antonio Water Basin District, Prop 218 Support

**Professional services rendered through May 31, 2020**

Phase 00100 Water District Formation Support

**Labor**

	Hours	Rate	Amount	
Principal	18.00	230.00	4,140.00	
Senior Mechanical Engineer II	24.00	175.00	4,200.00	
Project Assistant I	1.00	90.00	90.00	
Project Assistant II	.50	95.00	47.50	
Project Assistant III	2.00	100.00	200.00	
Totals	45.50		8,677.50	
<b>Total Labor</b>				<b>8,677.50</b>

**Consultants**

Reimbursable Consultants			
5/1/2020	Software Solutions	Invoice #20-8427 NWL	517.50
	<b>Total Consultants</b>		<b>517.50</b>

**Reimbursables**

Reimbursable Materials/Supplies		133.40	
Reimbursable Postage/Shipping/Delivery		173.88	
<b>Total Reimbursables</b>		<b>307.28</b>	<b>307.28</b>

**Total this Phase \$9,502.28**

**Budget**

	Current	Prior	To-Date	
Total Billings	9,502.28	0.00	9,502.28	
Limit			20,660.00	
Remaining			11,157.72	
			<b>Total this Invoice</b>	<b>\$9,502.28</b>

# Billing Backup

Monday, June 22, 2020

Wallace Group

Invoice 51092 Dated 6/22/2020

8:24:12 PM

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Project	1591-0001-00	San Antonio Water Basin District, Prop 218 Support
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Phase	00100	Water District Formation Support
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**Labor**

			<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Principal					
Wagner, Kari	5/7/2020		3.25	230.00	747.50
Update Engineer's Report					
Wagner, Kari	5/8/2020		1.00	230.00	230.00
Engineer's Report and Supporting Documents					
Wagner, Kari	5/12/2020		3.50	230.00	805.00
Finalize Engineer's Report and Roll					
Wagner, Kari	5/13/2020		.75	230.00	172.50
Finalize Documents					
Wagner, Kari	5/15/2020		.50	230.00	115.00
Finalize Documents					
Wagner, Kari	5/19/2020		.25	230.00	57.50
Project Management					
Wagner, Kari	5/19/2020		2.25	230.00	517.50
Board Mtg					
Wagner, Kari	5/20/2020		5.00	230.00	1,150.00
Ballot Prep and Mailing					
Wagner, Kari	5/21/2020		.50	230.00	115.00
Follow Up					
Wagner, Kari	5/21/2020		.50	230.00	115.00
Project Management					
Wagner, Kari	5/22/2020		.50	230.00	115.00
Call from Resident					
Senior Mechanical Engineer II					
Lindahl, Nels	5/1/2020		.50	175.00	87.50
Ballot Verbiage Update;					
Lindahl, Nels	5/7/2020		.50	175.00	87.50
KW Ballot Status;					
Lindahl, Nels	5/8/2020		6.00	175.00	1,050.00
New Assessment Calcs; Voter Instructions;					
Lindahl, Nels	5/9/2020		.25	175.00	43.75
Donna email Excel DB Transfer;					
Lindahl, Nels	5/11/2020		.75	175.00	131.25
Ballot fields for Donna;					
Lindahl, Nels	5/12/2020		3.50	175.00	612.50
Assessment Roll Clarification/Prep.;					
Lindahl, Nels	5/13/2020		4.25	175.00	743.75
Assessment Roll Clarification/Prep.; dB QA - Mailing Addresses;					
Lindahl, Nels	5/15/2020		.25	175.00	43.75
Change to Name per DG;					
Lindahl, Nels	5/19/2020		.75	175.00	131.25
Ballot update;					
Lindahl, Nels	5/20/2020		7.25	175.00	1,268.75
218 Ballot/Envelope Prep.					

Project	1591-0001-00	SAN ANTONIO WATER BASIN PROP 218 SUPPRT		Invoice	51092
Project Assistant I					
Mendoza Pacheco, Gabriela	5/21/2020	1.00	90.00	90.00	
KEW project management assistance					
Project Assistant II					
Castle, Kylie	5/21/2020	.25	95.00	23.75	
KEW project management assistance.					
Castle, Kylie	5/22/2020	.25	95.00	23.75	
KEW project management assistance.					
Project Assistant III					
Valez, Matthew	5/20/2020	2.00	100.00	200.00	
Project assistance per KEW					
Totals		45.50		8,677.50	
<b>Total Labor</b>					<b>8,677.50</b>
<b>Consultants</b>					
Reimbursable Consultants					
AP 39431	5/1/2020	Software Solutions		517.50	
<b>Total Consultants</b>				<b>517.50</b>	<b>517.50</b>
<b>Reimbursables</b>					
Reimbursable Materials/Supplies					
39604	5/28/2020	Chase Card Services		133.40	
Reimbursable Postage/Shipping/Delivery					
0052920	5/29/2020	Postage Log May 2020 / 5/20/20 KEW		173.88	
<b>Total Reimbursables</b>				<b>307.28</b>	<b>307.28</b>
				<b>Total this Phase</b>	<b>\$9,502.28</b>
				<b>Total this Project</b>	<b>\$9,502.28</b>
				<b>Total this Report</b>	<b>\$9,502.28</b>

# APPROVED

*Bill Lindahl*



**Software Solutions Team**  
3220 S. Higuera St., Ste. 208  
San Luis Obispo, CA 93401  
(805)786-4283

## BILL TO

Kathy Redden  
Wallace Group  
612 Clarion Court  
San Luis Obispo, CA 93401

**INVOICE 20-8427**

**DATE 05/01/2020 TERMS Net 30**

**DUE DATE 05/31/2020**

SERVICE	QTY	RATE	AMOUNT
<b>Consulting</b> Hourly consulting/service fee: Access database development services	3	150.00	450.00
Client: Wallace Group Name of Database/Project: Ballot Database Work Order Date: 04/30/20 Total Time: 3 Hrs Charged Time: 3 Hrs Time Remaining: 0 Authorized by: Bill Lindahl Summary of work: Creating Ballot using Access Concerns/Issues: Project Refence Nr: 1504-0001-0100			

Federal TIN: 20-2297174

**TOTAL DUE \$450.00**



Person Placing Order	
Chase Cardholder Name	M. Velez Last 4 digits of Card # 2549
Date of Order	5.12.20
Vendor Name	STAPLES
Item Ordered	Stamps and Envelopes
Amount of Order (\$)	\$ 116.00/xc
Job Number <u>01 -</u> (if expenses or BD: 01-0012)	Phase # _____ (dept number)
G/L Account # <u>77405</u> (call Accounting if not su)	
Additional Info: _____	

Please attach copy of receipt



2950 Broad Street  
 SAN LUIS OBISPO, CA 93401  
 (805) 782-9881

SALE 1956289 1 002 64058  
 0361 05/12/20 01:08

QTY	SKU	PRICE
1	CATALOG ENV P&S WH 718103031639	25.99
1	STAR SPANGLED FORE 015645682306	11.00N
1	STAR SPANGLED FORE 015645682306	11.00N
1	STAR SPANGLED FORE 015645682306	11.00N
1	STAR SPANGLED FORE 015645682306	11.00N
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1	STAR SPANGLED FORE 015645682306	11.00N
SUBTOTAL		113.99
Standard Tax 7.7500%		2.01
TOTAL		\$116.00

CHASE VISA USD\$116.00  
 Card No.: XXXXXXXXXXXX2549 [C]  
 Chip Read  
 Auth No.: 02650G  
 AID.: A0000000031010

TOTAL ITEMS 9



THE LAW OFFICES OF

A LIMITED LIABILITY PARTNERSHIP · EST. 1939  
 1800 30TH STREET, FOURTH FLOOR  
 BAKERSFIELD . CA. 93301

HTTP://WWW.YOUNGWOOLDRIDGE.COM  
 EMAIL: ACCOUNTING@YOUNGWOOLDRIDGE.COM  
 PHONE: (661) 327-9661  
 FACSIMILE: (661) 327-1087

SAN ANTONIO BASIN WATER DISTRICT  
 1005 S. BROADWAY  
 SANTA MARIA, CA 93454

June 30, 2020

Client ID 21089-32 AFD  
 Invoice No. 66957

Statement for period through June 30, 2020

**LEGAL SERVICES REGARDING: FORMATION/ORGANIZATION/HISTORY**

Fees	T.K.	Hours	Amount
06/15/20 PHONE CONFERENCE WITH ALAN REGARDING PROP 218 HEARING.	IJS	0.20	\$44.00
RESEARCH REGARDING PROP 218 HEARING IN SANTA BARBARA COUNTY AMID COVID-19; PHONE CONFERENCE WITH PUBLIC HEALTH DEPARTMENT OF SANTA BARBARA COUNTY.	IJS	0.80	\$176.00

Timekeeper Recap

T.K.	Name	Hours	Rate	Amount
IJS	INDERRAJ SINGH	1.00	\$220.00	\$220.00

**TOTAL FEES** **\$220.00**

PRIOR STATEMENT BALANCE \$0.00

CURRENT CHARGES \$220.00

**PAY THIS AMOUNT** **\$220.00**

Any Payments Received After 06/30/20 Will Appear on Your Next Statement

Visa, MasterCard and Discover accepted

A FINANCE CHARGE OF 1.5% WILL BE ADDED TO YOUR BALANCE 30 DAYS AFTER STATEMENT DATE



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SAN ANTONIO BASIN WATER DISTRICT  
 1005 S. BROADWAY  
 SANTA MARIA, CA 93454

June 30, 2020

Client ID 21089-4 AFD  
 Invoice No. 66955

Statement for period through June 30, 2020

**LEGAL SERVICES REGARDING: BOARD MEETINGS AND MATTERS (INCL. BROWN ACT)**

Fees	T.K.	Hours	Amount
06/16/20 PARTICIPATE IN BOARD MEETING.	AFD	1.00	\$295.00

Timekeeper Recap

T.K.	Name	Hours	Rate	Amount
AFD	ALAN DOUD	1.00	\$295.00	\$295.00

**TOTAL FEES** **\$295.00**

PRIOR STATEMENT BALANCE	\$0.00
CURRENT CHARGES	\$295.00
<b>PAY THIS AMOUNT</b>	<b>\$295.00</b>

Any Payments Received After 06/30/20 Will Appear on Your Next Statement

Visa, MasterCard and Discover accepted

A FINANCE CHARGE OF 1.5% WILL BE ADDED TO YOUR BALANCE 30 DAYS AFTER STATEMENT DATE



THE LAW OFFICES OF

A LIMITED LIABILITY PARTNERSHIP · EST. 1939  
 1800 30TH STREET, FOURTH FLOOR  
 BAKERSFIELD . CA. 93301

HTTP://WWW.YOUNGWOOLDRIDGE.COM  
 EMAIL: ACCOUNTING@YOUNGWOOLDRIDGE.COM  
 PHONE: (661) 327-9661  
 FACSIMILE: (661) 327-1087

SAN ANTONIO BASIN WATER DISTRICT  
 1005 S. BROADWAY  
 SANTA MARIA, CA 93454

June 30, 2020

Client ID 21089-8 AFD  
 Invoice No. 66956

Statement for period through June 30, 2020

**LEGAL SERVICES REGARDING: CONFLICT OF INTEREST**

Fees	T.K.	Hours	Amount
06/22/20 EVALUATE CONFLICT OF INTEREST CODE, NOTICE OF INTENT TO ADOPT CODE, AND PRESIDENT'S DECLARATION. COLLABORATE WITH ATTORNEY SINGH ON DEVELOPMENT JOB/POSITION DESCRIPTIONS. REVIEW CODE OF REGULATIONS PERTAINING TO NOTICE PERIODS.	AFD	1.80	\$531.00
06/23/20 FINALIZE DRAFT OF CONFLICT OF INTEREST CODE AND RELATED DOCUMENTS. CALL WITH D. GLASS TO DISCUSS SAME.	AFD	1.00	\$295.00
REVISED AND AMENDED CONFLICT OF INTEREST CODE FOR JOB DESCRIPTION.	IJS	0.30	\$66.00

Timekeeper Recap

T.K.	Name	Hours	Rate	Amount
AFD	ALAN DOUD	2.80	\$295.00	\$826.00
IJS	INDERRAJ SINGH	0.30	\$220.00	\$66.00

**TOTAL FEES** **\$892.00**

PRIOR STATEMENT BALANCE	\$0.00
CURRENT CHARGES	\$892.00
<b>PAY THIS AMOUNT</b>	<b>\$892.00</b>

Any Payments Received After 06/30/20 Will Appear on Your Next Statement

Visa, MasterCard and Discover accepted

A FINANCE CHARGE OF 1.5% WILL BE ADDED TO YOUR BALANCE 30 DAYS AFTER STATEMENT DATE



GREG & VICKI SCHOB  
7081 N MARKS AVE.#104 PMB# 348  
FRESNO, CA 93711

# Invoice

**INVOICE TERM:** NET 30  
**LATE CHARGE:** 11/2% per Month or Maximum Allowable Rate  
Minimum of \$.50 Per Month  
**FEDERAL TAX ID:** 23-1689322

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SAN ANTONIO BASIN WATER DISTR  
CARRIE TROUP  
1005 S BROADWAY  
SANTA MARIA CA 93454-6605

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SAN ANTONIO BASIN WATER DISTR  
CARRIE TROUP  
1005 S BROADWAY  
SANTA MARIA CA 93454-6605

CONSULTANT NUMBER	CUSTOMER NUMBER	ORDER NUMBER	PO NUMBER	INVOICE NUMBER	INVOICE DATE
04P4-08	R0TRRC	CS893F	CARRIE	034147896	07/15/2020
QUANTITY	PRODUCT NAME	DESCRIPTION	AMOUNT	AMOUNT DUE	
250	SFHG1PU1 CK7SHG111HPU1 P	LSR CK L1 HOLOGRAM 1PT PURPLE			153.54
1	SFPROOFE	ELECTRONIC PROOF LASER			
250	EZSPREM	EZSHIELD PREMIUM SERVICE			
250	SFDTQB1 DP7DQBKSXBWH1 P	DEPOSIT TKT LASER QUICKBKS 1PT			74.92
1	SFPROOFE	ELECTRONIC PROOF LASER			
				<b>BALANCE DUE</b>	

**SAFEGUARD MESSAGE:**  
This order was processed with Safeguard Secure SM  
- Doing more to reduce your risk of fraud.



For Inquires call:  
GREG & VICKI SCHOB  
(805)461-0992

INVOICE NUMBER	DUE DATE
34147896	08/14/2020
CUSTOMER NUMBER	AMOUNT DUE
R0TRRC	

SAFEGUARD BUSINESS SYSTEMS  
PO BOX 645624  
CINCINNATI OH 45264-5624

Pay online at [gosafeguardpayment.com](http://gosafeguardpayment.com)  
to authorize payment via a debit to your  
checking account for no fee,  
or credit card for a nominal fee.



GREG & VICKI SCHOB  
7081 N MARKS AVE.#104 PMB# 348  
FRESNO, CA 93711

# Invoice

**INVOICE TERM:** NET 30  
**LATE CHARGE:** 11/2% per Month or Maximum Allowable Rate  
Minimum of \$.50 Per Month  
**FEDERAL TAX ID:** 23-1689322

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CARRIE TROUP  
1005 S BROADWAY  
SANTA MARIA CA 93454-6605

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SAN ANTONIO BASIN WATER DISTR  
CARRIE TROUP  
1005 S BROADWAY  
SANTA MARIA CA 93454-6605

CONSULTANT NUMBER	CUSTOMER NUMBER	ORDER NUMBER	PO NUMBER	INVOICE NUMBER	INVOICE DATE
04P4-08	R0TRRC	CS893F	CARRIE	034147896	07/15/2020
QUANTITY	PRODUCT NAME	DESCRIPTION	AMOUNT	AMOUNT DUE	
		SUBTOTAL		228.46	
		SHIPPING & PROCESSING		35.20	
		TAX		20.83	
		TOTAL		284.49	
				<b>BALANCE DUE</b>	\$284.49

**SAFEGUARD MESSAGE:**  
This order was processed with Safeguard Secure SM  
- Doing more to reduce your risk of fraud.

**TO ENSURE PROPER CREDIT, RETURN THIS STUB WITH YOUR REMITTANCE.**



For Inquires call:  
GREG & VICKI SCHOB  
(805)461-0992

INVOICE NUMBER	DUE DATE
34147896	08/14/2020
CUSTOMER NUMBER	AMOUNT DUE
R0TRRC	\$284.49

SAFEGUARD BUSINESS SYSTEMS  
PO BOX 645624  
CINCINNATI OH 45264-5624

Pay online at [gosafeguardpayment.com](http://gosafeguardpayment.com)  
to authorize payment via a debit to your  
checking account for no fee,  
or credit card for a nominal fee.



**San Antonio Basin GSA**  
**Profit & Loss Budget vs. Actual**  
 July 2019 through June 2020

100% of the year has elapsed	<u>Jul '19 - Jun 20</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Income</b>				
<b>1 - Grant</b>	13,161.66	49,981.00	-36,819.34	26.33%
<b>4-Interest Income</b>	191.19			
<b>Contributions</b>	50,000.00	298,722.00	-248,722.00	16.74%
<b>Total Income</b>	<u>63,352.85</u>	<u>348,703.00</u>	<u>-285,350.15</u>	<u>18.17%</u>
<b>Expense</b>				
<b>Administration and Operation</b>				
<b>1-Administrative Exp/Office Ex</b>	39,685.72	65,800.00	-26,114.28	60.31%
<b>2-Accountant</b>	7,630.00	12,400.00	-4,770.00	61.53%
<b>3-Comm Eng Grant Wrng NonGSP</b>	0.00	25,000.00	-25,000.00	0.0%
<b>4-Monitoring</b>	19,714.91	59,358.00	-39,643.09	33.21%
<b>5-Legal Counsel</b>	11,946.50	36,000.00	-24,053.50	33.19%
<b>6-Insurance</b>	1,800.00	2,000.00	-200.00	90.0%
<b>7-Audit Fees</b>	2,590.00	2,700.00	-110.00	95.93%
<b>8-GSP Development(GSI contract)</b>	95,328.79	99,962.00	-4,633.21	95.37%
<b>9-Other Expense</b>	10,316.62	30,483.00	-20,166.38	33.84%
<b>Total Administration and Operation</b>	<u>189,012.54</u>	<u>333,703.00</u>	<u>-144,690.46</u>	<u>56.64%</u>
<b>Capital Expenditures</b>				
<b>10- Capital Assets</b>	13,173.23	15,000.00	-1,826.77	87.82%
<b>Total Capital Expenditures</b>	<u>13,173.23</u>	<u>15,000.00</u>	<u>-1,826.77</u>	<u>87.82%</u>
<b>Total Expense</b>	<u>202,185.77</u>	<u>348,703.00</u>	<u>-146,517.23</u>	<u>57.98%</u>
<b>Net Income</b>	<u><u>-138,832.92</u></u>	<u><u>0.00</u></u>	<u><u>-138,832.92</u></u>	<u><u>100.0%</u></u>

**San Antonio Basin GSA**  
**Balance Sheet**  
As of June 30, 2020

	<b>Jun 30, 20</b>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Community Bank of Santa Maria	-239.74
Community Bank of SM MMKT -2449	-10.00
<b>Total Checking/Savings</b>	-249.74
<b>Other Current Assets</b>	
Prepaid Insurance	1,759.74
<b>Total Other Current Assets</b>	1,759.74
<b>Total Current Assets</b>	1,510.00
<b>TOTAL ASSETS</b>	<b>1,510.00</b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Equity</b>	
Retained Earnings	140,342.92
Net Income	-138,832.92
<b>Total Equity</b>	1,510.00
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>1,510.00</b>



**San Antonio Basin GSA  
Expenses by Vendor Detail  
June 2020**

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Account</u>	<u>Clr</u>	<u>Split</u>	<u>Amount</u>	<u>Balance</u>
<b>ALL AMERICAN DRILLING, INC.</b>									
	Check	06/30/2020	2183	INVOICE #1031330	9-Other Expense		Community Bank of Santa Maria	5,948.40	5,948.40
Total ALL AMERICAN DRILLING, INC.								5,948.40	5,948.40
<b>Brownstein Hyatt Farber Schreck</b>									
	Check	06/30/2020	2179	Invoice #807501	5-Legal Counsel		Community Bank of Santa Maria	434.50	434.50
Total Brownstein Hyatt Farber Schreck								434.50	434.50
<b>Cachuma Resource Conservation District</b>									
	Check	06/30/2020	2182	Invoice #6-2020	1-Administrative Exp/Office Ex		Community Bank of Santa Maria	3,456.00	3,456.00
Total Cachuma Resource Conservation District								3,456.00	3,456.00
<b>Carrie Troup, C.P.A.</b>									
	Check	06/30/2020	2178	INVOICE #0620GSA	2-Accountant		Community Bank of Santa Maria	640.00	640.00
Total Carrie Troup, C.P.A.								640.00	640.00
<b>GOLDEN STATE RISK MANAGEMENT AUTHORITY</b>									
	Check	06/30/2020	2177	7/1/20-7/1/21 GL	Prepaid Insurance 2020/21		Community Bank of Santa Maria	1,759.74	1,759.74
Total GOLDEN STATE RISK MANAGEMENT AUTHORITY								1,759.74	1,759.74
<b>GSI WATER SOLUTIONS, INC.</b>									
	Check	06/30/2020	2181	Invoice #0748.001-25	8-GSP Development(GSI contract)		Community Bank of Santa Maria	32,482.80	32,482.80
Total GSI WATER SOLUTIONS, INC.								32,482.80	32,482.80
<b>LEGACY PHILANTHROPY WORKS</b>									
	Check	06/30/2020	2180	Invoice #CRCD2020-8	1-Administrative Exp/Office Ex		Community Bank of Santa Maria	242.50	242.50
Total LEGACY PHILANTHROPY WORKS								242.50	242.50
<b>TOTAL</b>								<u>44,963.94</u>	<u>44,963.94</u>



San Antonio Basin Groundwater Sustainability Agency  
c/o Cachuma Resource Conservation District  
Attn: Anna Olsen, Executive Director  
920 East Stowell Road  
Santa Maria, CA 93454

Invoice Date: July 14, 2020  
Invoice #: 807501  
Client.Matter #: 019867.0001

**Payable Upon Receipt**

Client: San Antonio Basin Groundwater Sustainability Agency  
Matter: Formation and Management

---

**INVOICE SUMMARY**

For Professional Services Rendered Through June 30, 2020

<b>TOTAL FEES</b>	\$ 434.50
<b>Total Amount Due This Invoice</b>	<u><u>\$ 434.50</u></u>

San Antonio Basin Groundwater Sustainability Agency  
c/o Cachuma Resource Conservation District  
Attn: Anna Olsen, Executive Director  
920 East Stowell Road  
Santa Maria, CA 93454

Invoice Date: July 14, 2020  
Invoice #: 807501  
Client.Matter #: 019867.0001

Re: Formation and Management

For Professional Services Rendered Through June 30, 2020

**FEES**

<u>Date</u>	<u>Tkpr</u>	<u>Description</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
06/08/2020	J. Diaz	Review and revise monthly Board agenda	0.30	395.00	\$ 118.50
06/16/2020	J. Diaz	Monthly Board of Directors meeting; review joint powers agreement in preparation for same	0.80	395.00	316.00
<b>Total Fees</b>			<u>1.10</u>		<u>\$ 434.50</u>

**TIMEKEEPER SUMMARY**

<u>Timekeeper</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Jessica L. Diaz	<u>1.10</u>	395.00	<u>\$ 434.50</u>
Total Fees	<u>1.10</u>		<u>\$ 434.50</u>
<b>Total Amount Due This Invoice</b>			<u>\$ 434.50</u>

San Antonio Basin Groundwater Sustainability Agency  
c/o Cachuma Resource Conservation District  
Attn: Anna Olsen, Executive Director  
920 East Stowell Road  
Santa Maria, CA 93454

Invoice Date: July 14, 2020  
Invoice #: 807501  
Client.Matter #: 019867.0001

Re: Formation and Management

For Professional Services Rendered Through June 30, 2020

Previous Balance	\$ 1,501.00
Less Credits	(1,501.00)
<b>Balance Forward</b>	<b>\$ -</b>
Total Fees	\$ 434.50
Total Costs	-
<b>Total Amount Due This Invoice</b>	<b>\$ 434.50</b>
<b>TOTAL AMOUNT DUE</b>	<b>\$ 434.50</b>

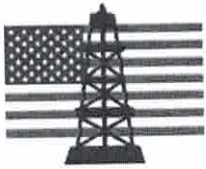
**ELECTRONIC PAYMENTS**  
(PREFERRED)

**For Electronic Payment Instructions,  
please visit the  
Brownstein website at:**

[www.BHFS.com/WireInstructions](http://www.BHFS.com/WireInstructions)

**CHECK PAYMENTS**  
(LOCKBOX)

Send to:  
**Brownstein Hyatt Farber Schreck, LLP**  
P.O. Box 172168  
Denver, CO 80217-2168  
DO NOT MAIL PAYMENTS VIA CERTIFIED MAIL



**All American Drilling, Inc.**  
**dba Fisher Pump & Well Service**  
 2361 "A" Street  
 Santa Maria, Ca. 93455  
 805.346.2422 FX 805.346.1844



**Invoice**  
 License# 1031330

Bill To:

**San Antonio Basin Groundwater  
 Sustainability Agency  
 920 E. Stowell Road  
 Santa Maria, Ca 93454**

Date June 12, 2020

Invoice # **2176**

PO No.

Terms Net 15 Days

Date(s)	Quantity	Description	Amount
		<b>Re: 4 Deer Highway/4 Deer Field/2R1</b> <b>Project Summary</b> Set up round trip pump install 3/4" sounding tube modify well seal for tube  Set up round trip pump install 3/4" sounding tube modify well seal for tube  Set up round trip pump install 3/4" sounding tube modify well seal for tube	
	600	<b>Materials</b> 3/4" PVC Pipe	
	1	Set Misc tape and splicing material to complete	
Thank You Allowing All American/Fisher Pump & Well Service To Assist You.			<b>\$ 5,948.40</b>

Please Make Checks Payable  
 To:  
 All American Drilling, Inc.

**Payments/Credits**  
 Balance Due **\$ 5,948.40**



**Cachuma Resource Conservation District**

920 E. Stowell Rd. Santa Maria, CA 93454

Phone: (805) 868-4013

**INVOICE**

**INVOICE # 6-2020**

**DATE: JULY 1, 2020**

**TO:**

**SAN ANTONIO BASIN GSA**

**Cachuma RCD**

**920 E Stowell Rd**

**Santa Maria, CA 93454**

**VIA EMAIL**

<b>DUE:</b>	<b>UPON RECEIPT</b>
-------------	---------------------

**RE: June Hours**

DESCRIPTION	AMOUNT
Admin: Executive Director (27 hours)	\$3,456
Make all checks payable <b><u>Cachuma RCD, 920 East Stowell Road, Santa Maria, 93454</u></b> If you have any questions concerning this invoice, contact Anna Olsen, Executive Director, Cachuma RCD (805) 868-4013	\$3,456
Thank you very kindly!	

**INVOICE**

Account No.: SANANT  
Policy Period: 07-01-2020 to 07-01-2021  
Annual Pay Plan

Prepared For: San Antonio Basin Groundwater Sustainability Agency  
Attn: Carrie Troup  
920 East Stowell Road  
Santa Maria, CA 93454

Customer Service
For Information on Your Account Visit: www.gsrma.org
Mail Payments to: GSRMA PO Box 706 Willows, CA 95988
Mail All Other Inquiries to: GSRMA PO Box 706 Willows, CA 95988
Phone: 530-934-5633 Fax: 530-934-8133

Billing Cycle and Payment Information				
Statement Date	Payment Terms	Delinquent After	To Pay in Full	Amount Due This Invoice
07/01/2020	Due and Payable Upon Receipt.	07/16/2020	\$1,759.74	<b>\$1,759.74</b>

BILLING INFORMATION			
07/01/2020	GL Dividend		-40.26
07/01/2020	General Liability Contribution		1,780.00
07/01/2020	Crime/Bond Contribution		20.00
	Balance		1,759.74



*Innovative programs, personalized service*

**Important Information**

Please make all checks payable to: Golden State Risk Management Authority  
To ensure proper credit, be sure to write your account number on your check.

Prepared For: San Antonio Basin Groundwater Sustainability Agency

Mail this payment coupon along with a check or money order payable to:

Golden State Risk Management Authority  
PO Box 706  
Willows, CA 95988



Payment Information	
Account Number:	SANANT
Invoice Number:	GS2007100566
Payment Due Date:	07/01/2020
Minimum Due:	\$1,759.74
To Pay in Full:	\$1,759.74
Amount Paid:	\$ _____



Carrie Troup, C.P.A.

(805) 937-0511

1005 S Broadway Santa Maria, CA 93454

June 30, 2020

Invoice No: 0620GSA

Cachuma Resource Conservation District  
San Antonio Creek Groundwater Basin GSA  
920 East Stowell Road  
Santa Maria, CA 93454

For Professional Services Rendered:  
June 1 through June 30, 2020

Financial reports, Form 700 Conflict of interest Form gathering and contact for alternate board members, Ethics training & Harassment training information and gathering for alternate board members ,bank account reconciliation, Board meeting report, enter/pay bills .....\$ 640

Total Fee.....	\$	640
Amount Received on Account.....		<u>0</u>
Total Amount Due.....	\$	<u>640</u>



**Water Solutions, Inc.**

July 6, 2020

Invoice No: 0748.001-25 (June 2020)

Anna Olsen  
San Antonio Basin Groundwater Sustainability Agency  
c/o Cachuma Resource Conservation District  
920 East Stowell Road  
Santa Maria, CA 93454

Subject: Groundwater Sustainability Plan Project 0748.001

Dear Anna,

Attached please find our invoice for the above referenced project for June 2020. Below is an explanation of charges for this billing period, planned activities for the next billing period, budget and schedule status, and summary of project issues.

**Activities Completed this Billing Period**

**Task .001 – Stakeholder Engagement Plan**

- No charges

**Task .002 – Data Management System (DMS)**

- DMS system improvements

**Task .003 - Description of the Plan Area, Hydrogeologic Conceptual Model, and Groundwater Conditions**

- Development of hydrogeological conceptual model and groundwater conditions section of GSP using USGS information and historical reports
- Prepare water level hydrographs and prepare water level contour maps for low and high water levels for each aquifer
- Develop conceptual diagram showing flow into Barka Slough
- Compute annual groundwater and surface flow into Barka Slough
- Compile Water quality data

**Task .004 – Basin Model and Water Budgets**

- Request prioritized data from the USGS
- Build water budget templates and beginning defining inflow and outflow terms

**Task .005 – Establish Basin Sustainability Criteria**

- Develop revised sustainable management criteria (SMC) for groundwater levels
- Assess water levels needed to bring water levels at Barka Slough back to ground surface
- Identify SMCs for March 2014 water levels
- Prepare and deliver second webinar for SMC committee

**Task .006 – Monitoring Network**

- Coordinate water level monitoring program with priority wells to be used for SMC development

**Task .007 – Projects and Management Actions**

- No charges this month

**Task .008 – GSP Implementation**

- No charges this month

**Task .009 – GSP Document**

- Develop Sections 1 and 2 Intro and Administrative chapters

**Task .010 – Education, Outreach and Communication**

- Attendance at SAB Board meeting and SMC presentation (call)
- Present SMC overview at third SMC Committee workshop (webinar)

**Task .011 - Project Management**

- Project tracking and management
- Workshop planning and coordination
- Review grant schedule

**Planned Activities for July 2020**

- Continue to develop sustainable management criteria (SMC) for water levels and other sustainability criteria. Develop SMC presentation for SAC and Board based upon SMC subcommittee input.
- Continue development of hydrogeological model and groundwater conditions section of GSP that incorporates USGS information and published reports.

**Budget and Schedule Status**

Table 1 (attached) shows the budgets by task and subtask, amount invoiced this period, and amount remaining in each Task budget. The work completed to date is within the planned budget.

**Summary of Project Issues**

Information provided by the USGS thus far has been insufficient and has required substantially more effort from GSI to process and develop into the necessary GSP elements. This additional effort will continue to occur unless the USGS delivers more substantial information, text, and graphics in the next scheduled deliverable this summer. We have requested specific data needed to prepare the water

budget elements of the project but have not received the data. Nonetheless, it is necessary for us to move forward with developing the GSP in order to meet our deadline.

We are proceeding with developing the GSP required information utilizing published information and incorporating USGS data as it becomes available to the extent we can within our authorized budgets.

Please feel free to contact me if you have any questions.

Thank you,  
GSI Water Solutions, Inc.

A handwritten signature in black ink, appearing to read "Jeff Barry". The signature is written in a cursive, flowing style.

Jeff Barry  
Project Manager



55 SW Yamhill Street, Suite 300  
 Portland, OR 97204  
 P: 503.239.8799 F: 503.239.8940  
 info@gsiws.com www.gsiws.com

**Water Solutions, Inc.**

Anna Olsen  
 San Antonio Basin Groundwater Sustainability Agency  
 920 East Stowell Road  
 Santa Maria, CA 93454

July 6, 2020  
 Invoice No: 0748.001 - 25

Project 0748.001 Groundwater Sustainability Plan

**Professional Services from June 1, 2020 to June 30, 2020**

Task	.002	Data Management System, Data Collection and Analysis, Plan Review
Subtask	.002	Develop a Data Management System

**Labor**

	Hours	Rate	Amount	
GIS/Graphics/Database				
Hernandez, Elysse	2.75	125.00	343.75	
Totals	2.75		343.75	
<b>Total Labor</b>				<b>343.75</b>
		<b>Total this Subtask</b>		<b>\$343.75</b>
		<b>Total this Task</b>		<b>\$343.75</b>

Task	.003	Description of the Plan Area, Hydrogeologic Conceptual Model, and Groundwater Conditions
Subtask	.002	Develop Hydrogeologic Conceptual Model

**Labor**

	Hours	Rate	Amount	
Principal Hydrogeologist				
Barry, Jeffrey	7.00	264.00	1,848.00	
Consulting Hydrogeologist				
McAlpin, Michael	33.00	150.00	4,950.00	
Staff Hydrologist				
Knutson, Lee	34.00	116.00	3,944.00	
GIS/Graphics/Database				
Barry, Andrea	4.00	105.00	420.00	
Kimmon, Wade	7.25	125.00	906.25	
Palmer, Nicole	1.75	133.00	232.75	
Totals	87.00		12,301.00	
<b>Total Labor</b>				<b>12,301.00</b>
		<b>Total this Subtask</b>		<b>\$12,301.00</b>

Subtask	.003	Prepare Draft Groundwater Conditions Section for the GSP
---------	------	--

**Labor**

	Hours	Rate	Amount	
Consulting Hydrogeologist				
McAlpin, Michael	4.00	150.00	600.00	
Totals	4.00		600.00	
<b>Total Labor</b>				<b>600.00</b>
		<b>Total this Subtask</b>		<b>\$600.00</b>
		<b>Total this Task</b>		<b>\$12,901.00</b>

-----  
Task .004 Basin Model and Water Budget  
Subtask .001 Perform Assessment of USGS Model  
-----

**Labor**

	Hours	Rate	Amount	
Principal Hydrogeologist				
Barry, Jeffrey	1.00	264.00	264.00	
Totals	1.00		264.00	
<b>Total Labor</b>				<b>264.00</b>
		<b>Total this Subtask</b>		<b>\$264.00</b>

-----  
Subtask .002 Develop Historical Water Budget Estimates  
-----

**Labor**

	Hours	Rate	Amount	
Consulting Hydrogeologist				
McAlpin, Michael	7.00	150.00	1,050.00	
Page, Nathan	8.50	163.00	1,385.50	
Totals	15.50		2,435.50	
<b>Total Labor</b>				<b>2,435.50</b>
		<b>Total this Subtask</b>		<b>\$2,435.50</b>
		<b>Total this Task</b>		<b>\$2,699.50</b>

-----  
Task .005 Establish Basin Sustainability Criteria  
Subtask .004 Develop Representative Monitoring Approach  
-----

**Labor**

	Hours	Rate	Amount	
Consulting Hydrogeologist				
McAlpin, Michael	32.00	150.00	4,800.00	
Totals	32.00		4,800.00	
<b>Total Labor</b>				<b>4,800.00</b>
		<b>Total this Subtask</b>		<b>\$4,800.00</b>

-----  
Subtask .005 Develop Minimum Thresholds  
-----

**Labor**

	Hours	Rate	Amount	
Principal Hydrogeologist				
Barry, Jeffrey	10.00	264.00	2,640.00	
Totals	10.00		2,640.00	
<b>Total Labor</b>				<b>2,640.00</b>

**Total this Subtask                    \$2,640.00**

-----  
 Subtask                    .006                    Develop Measurable Objectives and Margin of Operational Flexibility

**Labor**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Principal Hydrogeologist Barry, Jeffrey	7.50	264.00	1,980.00	
Consulting Hydrogeologist McAlpin, Michael	32.00	150.00	4,800.00	
Totals	39.50		6,780.00	
<b>Total Labor</b>				<b>6,780.00</b>

**Total this Subtask                    \$6,780.00**

**Total this Task                            \$14,220.00**

-----  
 Task                    .006                    Monitoring Networks

-----  
 Subtask                    .001                    Establish Monitoring Networks and Methodology

**Labor**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Consulting Hydrogeologist Franz, Brian	.75	153.00	114.75	
Staff Hydrologist Knutdson, Lee	3.00	116.00	348.00	
Totals	3.75		462.75	
<b>Total Labor</b>				<b>462.75</b>

**Total this Subtask                    \$462.75**

**Total this Task                            \$462.75**

-----  
 Task                    .009                    Groundwater Sustainability Plan Document Development

-----  
 Subtask                    .001                    Develop GSP Outline

**Labor**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Principal Hydrogeologist Barry, Jeffrey	2.00	264.00	528.00	
Totals	2.00		528.00	
<b>Total Labor</b>				<b>528.00</b>

**Total this Subtask                    \$528.00**

**Total this Task                            \$528.00**

-----  
 Task                    .010                    Education, Outreach and Communication

-----  
 Subtask                    .001                    Project Team Meetings

**Labor**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Principal Hydrogeologist Barry, Jeffrey	1.00	264.00	264.00	
Consulting Hydrogeologist McAlpin, Michael	2.00	150.00	300.00	
Totals	3.00		564.00	
<b>Total Labor</b>				<b>564.00</b>

**Reimbursable Expenses**

Mileage			133.00	
	<b>Total Reimbursables</b>	<b>1.1 times</b>	<b>133.00</b>	<b>146.30</b>
		<b>Total this Subtask</b>		<b>\$710.30</b>
		<b>Total this Task</b>		<b>\$710.30</b>

Task	.011	Project Management
Subtask	.001	PM

**Labor**

	Hours	Rate	Amount	
Principal Hydrogeologist				
Barry, Jeffrey	1.00	264.00	264.00	
Consulting Hydrogeologist				
Franz, Brian	2.00	153.00	306.00	
Administrative Assistant				
Ma, Tao	.50	95.00	47.50	
	<b>Totals</b>		<b>617.50</b>	
	<b>Total Labor</b>			<b>617.50</b>
		<b>Total this Subtask</b>		<b>\$617.50</b>
		<b>Total this Task</b>		<b>\$617.50</b>

**Project Summary**

	Current Period	Prior Periods	Invoiced to Date
Total Billings	32,482.80	126,072.44	158,555.24
Authorized Budget			600,249.00
Budget Remaining			441,693.76
		<b>Total this Invoice</b>	<b><u><u>\$32,482.80</u></u></b>



Table 1

San Antonio Basin Groundwater Sustainability Agency  
Groundwater Sustainability Plan

GSI Project Number: 0748.001

Description	Original Budget	Amendment #1	Total Authorized Budget	Jun-20	Billed to Date	Budget Remaining	% Complete
<b>Task .001 - Work Plan for GSP &amp; Stakeholder Engagement Strategy</b>	\$ 3,008.00	\$ -	\$ 3,008.00		\$ 985.50	\$ 2,022.50	33%
<b>Task .002 - Data Management System, Collection and Analysis, and Plan</b>	\$ 59,332.00	\$ -	\$ 59,332.00	\$ 343.75	\$ 37,120.06	\$ 22,211.94	63%
Subtask .001 - Data & Information Collection, General Plan Review	\$ 21,300.00	\$ -	\$ 21,300.00	\$ -	\$ 17,593.13	\$ 3,706.88	
Subtask .002 - Develop Data Management System	\$ 24,482.00	\$ -	\$ 24,482.00	\$ 343.75	\$ 19,526.94	\$ 4,955.07	
Subtask .003 - Develop Draft Data Management Section for the GSP	\$ 13,550.00	\$ -	\$ 13,550.00	\$ -	\$ -	\$ 13,550.00	
<b>Task .003 - Description of Plan Area, Hydrogeo Conc. Model, and GW Conditions</b>	\$ 84,892.00	\$ -	\$ 84,892.00	\$ 12,901.00	\$ 36,282.89	\$ 48,609.11	43%
Subtask .001 - Develop Description of Plan Area	\$ 15,876.00	\$ -	\$ 15,876.00	\$ -	\$ 8,931.02	\$ 6,944.98	
Subtask .002 - Develop Hydrogeologic Conceptual Model and Groundwater Conditions	\$ 44,390.00	\$ -	\$ 44,390.00	\$ 12,301.00	\$ 26,476.87	\$ 17,913.13	
Subtask .003 - Prepare Draft GW Conditions Section for GSP	\$ 24,626.00	\$ -	\$ 24,626.00	\$ 600.00	\$ 875.00	\$ 23,751.00	
<b>Task .004 - Basin Model and Water Budget</b>	\$ 59,224.00	\$ -	\$ 59,224.00	\$ 2,699.50	\$ 9,623.90	\$ 49,600.10	16%
Subtask .001 - Perform Assessment of USGS Model	\$ 10,570.00	\$ -	\$ 10,570.00	\$ 264.00	\$ 7,188.40	\$ 3,381.60	
Subtask .002 - Develop Historical Water Budget Estimates	\$ 7,725.00	\$ -	\$ 7,725.00	\$ 2,435.50	\$ 2,435.50	\$ 5,289.50	
Subtask .003 - Develop Current and Future Water Budget Baselines	\$ 5,061.00	\$ -	\$ 5,061.00	\$ -	\$ -	\$ 5,061.00	
Subtask .004 - Prepare Draft Water Budget Section for GSP	\$ 17,270.00	\$ -	\$ 17,270.00	\$ -	\$ -	\$ 17,270.00	
Subtask .005 - Modeling Support for GSP Alternatives Analysis	\$ 18,598.00	\$ -	\$ 18,598.00	\$ -	\$ -	\$ 18,598.00	
<b>Task .005 - Establish Basin Sustainability Criteria</b>	\$ 79,354.00	\$ -	\$ 79,354.00	\$ 14,220.00	\$ 25,812.00	\$ 53,542.00	33%
Subtask .001 - Identify Sustainability Goal	\$ 3,896.00	\$ -	\$ 3,896.00	\$ -	\$ 3,300.00	\$ 596.00	
Subtask .002 - Establish Undesireable results	\$ 7,978.00	\$ -	\$ 7,978.00	\$ -	\$ 2,700.00	\$ 5,278.00	
Subtask .003 - Identify Parties Affected by GSP and Effects	\$ 4,188.00	\$ -	\$ 4,188.00	\$ -	\$ -	\$ 4,188.00	
Subtask .004 - Develop Representative Monitoring Approach	\$ 6,394.00	\$ -	\$ 6,394.00	\$ 4,800.00	\$ 4,800.00	\$ 1,594.00	
Subtask .005 - Develop Minimum Thresholds	\$ 11,928.00	\$ -	\$ 11,928.00	\$ 2,640.00	\$ 8,232.00	\$ 3,696.00	
Subtask .006 - Develop Measureable Objectives and Margin of Operational Flexibility	\$ 10,510.00	\$ -	\$ 10,510.00	\$ 6,780.00	\$ 6,780.00	\$ 3,730.00	
Subtask .007 - Develop Interim Milestones	\$ 10,510.00	\$ -	\$ 10,510.00	\$ -	\$ -	\$ 10,510.00	
Subtask .008 - Prepare Draft Sustainable Management Criteria Section for GSP	\$ 23,950.00	\$ -	\$ 23,950.00	\$ -	\$ -	\$ 23,950.00	
<b>Task .006 - Monitoring Networks</b>	\$ 18,996.00	\$ -	\$ 18,996.00	\$ 462.75	\$ 8,358.50	\$ 10,637.50	44%
Subtask .001 - Establish Monitoring Networks and Methodology	\$ 8,276.00	\$ -	\$ 8,276.00	\$ 462.75	\$ 8,358.50	\$ (82.50)	
Subtask .002 - Prepare Draft Monitoring Networks Criteria Section for GSP	\$ 10,720.00	\$ -	\$ 10,720.00	\$ -	\$ -	\$ 10,720.00	
<b>Task .007 - Projects and Actions for Sustainability Goals</b>	\$ 72,512.00	\$ -	\$ 72,512.00	\$ -	\$ -	\$ 72,512.00	0%
Subtask .001 - Identify Projects, Management Actions, and Adaptive Management Actions	\$ 30,360.00	\$ -	\$ 30,360.00	\$ -	\$ -	\$ 30,360.00	
Subtask .002 - Prioritization of Projects and Management Actions	\$ 16,816.00	\$ -	\$ 16,816.00	\$ -	\$ -	\$ 16,816.00	
Subtask .003 - Prepare Draft Projects and Management Actions Section for GSP	\$ 25,336.00	\$ -	\$ 25,336.00	\$ -	\$ -	\$ 25,336.00	
<b>Task .008 - Groundwater Sustainability Plan Implementation</b>	\$ 45,076.00	\$ -	\$ 45,076.00	\$ -	\$ -	\$ 45,076.00	0%
Subtask .001 - GSP Implementation Schedule and Reporting	\$ 10,814.00	\$ -	\$ 10,814.00	\$ -	\$ -	\$ 10,814.00	
Subtask .002 - GSP Implementation Costs and Funding	\$ 17,528.00	\$ -	\$ 17,528.00	\$ -	\$ -	\$ 17,528.00	
Subtask .003 - Groundwater Model and Data Management System Implementation Planning	\$ 4,538.00	\$ -	\$ 4,538.00	\$ -	\$ -	\$ 4,538.00	
Subtask .004 - Develop Draft Plan Implementation Section for GSP	\$ 12,196.00	\$ -	\$ 12,196.00	\$ -	\$ -	\$ 12,196.00	
<b>Task .009 - Groundwater Sustainability Plan Document Development</b>	\$ 89,360.00	\$ -	\$ 89,360.00	\$ 528.00	\$ 924.00	\$ 88,436.00	1%
Subtask .001 - Develop GSP Outline	\$ 3,538.00	\$ -	\$ 3,538.00	\$ 528.00	\$ 924.00	\$ 2,614.00	
Subtask .002 - Perform Reference Tracking and Storage	\$ 3,894.00	\$ -	\$ 3,894.00	\$ -	\$ -	\$ 3,894.00	
Subtask .003 - Prepare Administrative Draft GSP	\$ 38,184.00	\$ -	\$ 38,184.00	\$ -	\$ -	\$ 38,184.00	
Subtask .004 - Prepare Public Draft and Final GSP	\$ 43,744.00	\$ -	\$ 43,744.00	\$ -	\$ -	\$ 43,744.00	
<b>Task .010 - Education, Outreach, and Communication</b>	\$ 36,921.00	\$ -	\$ 36,921.00	\$ 710.30	\$ 20,055.03	\$ 16,865.97	54%
Subtask .001 - Project Team Meetings	\$ 36,921.00	\$ -	\$ 36,921.00	\$ 710.30	\$ 20,055.03	\$ 16,865.97	
<b>Task .011 - Project Management</b>	\$ 51,574.00	\$ -	\$ 51,574.00	\$ 617.50	\$ 19,393.29	\$ 32,180.72	38%
Subtask .001 - PM	\$ 51,574.00	\$ -	\$ 51,574.00	\$ 617.50	\$ 19,393.29	\$ 32,180.72	
<b>Totals</b>	\$ 600,249.00	\$ -	\$ 600,249.00	\$ 32,482.80	\$ 158,555.17	\$ 441,693.83	26%



**Water Solutions, Inc.**

July 6, 2020

Invoice No: 0748.002-11 (June 2020)

Anna Olsen  
San Antonio Basin Groundwater Sustainability Agency  
c/o Cachuma Resource Conservation District  
920 East Stowell Road  
Santa Maria, CA 93454

Subject: Quarterly Water Level Monitoring and Reporting in the San Antonio Creek Basin

Project: 0748.002

Dear Anna,

Attached please find our invoice for the above referenced project for June 2020. Below is an explanation of charges for this billing period, planned activities for the next billing period, budget and schedule status, and summary of project issues.

**Activities Completed this Billing Period**

**Task .001 – Transducer Purchase and Installation**

- No work performed under this task

**Task .002 – Quarterly Groundwater Level and Streamflow Monitoring**

- Q2 2020 Monitoring Completed
- Removal of failed transducer (to be repaired under warranty)
- Well access agreement correspondence

**Task .003 – Quarterly and Annual Reporting**

- Q2 2020 Monitoring Report

**Planned Activities for July 2020**

- Prepare replacement transducer
- Assist with access agreements for remaining wells

**Budget and Schedule Status**

Table 1 (attached) shows the budgets by task and subtask, amount invoiced this period, and amount remaining in each Task budget. The work completed to date is within the planned budget and the percent complete relative to budget is as expected.

The project is on-schedule as of the date of this invoice.

### **Summary of Project Issues**

The following project issues are continued from the last invoicing period and are currently in the process of being addressed:

- There are remaining wells that are still in need of access agreements. The wells in the Barka Slough area are of particular importance. Access to Vandenberg is not possible until COVID-19 restrictions ease.

Please feel free to contact me if you have any questions.

Thank you,  
GSI Water Solutions, Inc.

A handwritten signature in black ink that reads "Brian Franz". The signature is written in a cursive, flowing style.

Brian Franz  
Project Manager



55 SW Yamhill Street, Suite 300  
 Portland, OR 97204  
 P: 503.239.8799 F: 503.239.8940  
 info@gsiws.com www.gsiws.com

**Water Solutions, Inc.**

Anna Olsen  
 San Antonio Basin Groundwater Sustainability Agency  
 920 East Stowell Road  
 Santa Maria, CA 93454

July 6, 2020  
 Invoice No: 0748.002 - 11

Project 0748.002 Quarterly Water Level Monitoring and Reporting in the San Antonio Creek Basin

**Activities this Billing Period:**

- Q2 2020 Monitoring Completed
- Removal of failed transducer (to be repaired under warranty)
- Well access agreement correspondence
- Q2 2020 Monitoring Report

**Professional Services from June 1, 2020 to June 30, 2020**

Task .002 Quarterly Groundwater Level & Streamflow Monitoring

**Labor**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>	
Supervising Hydrogeologist Nicely, Timothy	1.00	217.00	217.00	
Consulting Hydrogeologist Franz, Brian	3.75	149.00	558.75	
Project Geologist Lapostol, Andres	13.75	118.00	1,622.50	
Staff Hydrologist Knutdson, Lee	22.00	115.00	2,530.00	
Totals	40.50		4,928.25	
<b>Total Labor</b>				<b>4,928.25</b>

**Reimbursable Expenses**

Meals			16.00	
Mileage			144.00	
<b>Total Reimbursables</b>		<b>1.1 times</b>	<b>160.00</b>	<b>176.00</b>

**GSI Owned Equipment Billing**

Water Level Sounder	1.0 day @ 30.00		30.00	
GSI Owned Vehicle SAB Monitoring	164.0 miles @ 0.575		94.30	
<b>Total GSI Owned Equipment</b>			<b>124.30</b>	<b>124.30</b>
		<b>Total this Task</b>		<b>\$5,228.55</b>

Task .003 Quarterly and Annual Reporting

**Labor**

	Hours	Rate	Amount	
Consulting Hydrogeologist				
Franz, Brian	.50	149.00	74.50	
Staff Hydrologist				
Knutson, Lee	2.00	115.00	230.00	
Administrative Assistant				
Ma, Tao	.50	92.00	46.00	
Totals	3.00		350.50	
<b>Total Labor</b>				<b>350.50</b>
				<b>Total this Task</b>
				<b>\$350.50</b>

**Project Summary**

	Current Period	Prior Periods	Invoiced to Date	
Total Billings	5,579.05	32,888.14	38,467.19	
Authorized Budget			59,358.00	
Budget Remaining			20,890.81	
				<b>Total this Invoice</b>
				<b><u><u>\$5,579.05</u></u></b>

# San Antonio Basin Groundwater Sustainability Agency

## Quarterly Water Level Monitoring in the San Antonio Creek Basin

GSI Project Number: 0748.002

Description	Total			Budget Remaining
	Authorized Budget	Jun-20	Billed to Date	
Task .001 - Transducer Selection & Installation	\$ 14,205.00		\$ 18,610.26	\$ (4,405.26)
Task .002 - Quarterly Water Level Monitoring	\$ 34,278.00	\$ 5,228.55	\$ 18,237.93	\$ 16,040.07
Task .003 - Quarterly & Annual Reporting	\$ 10,875.00	\$ 350.50	\$ 1,619.00	\$ 9,256.00
<b>Totals</b>	<b>\$ 59,358.00</b>	<b>\$ 5,579.05</b>	<b>\$ 38,467.19</b>	<b>\$ 20,890.81</b>



July 8, 2020

**INVOICE**  
CRCD2020-8

To: San Antonio Basin GSA  
Attn: Anna Olsen  
920 East Stowell Road  
Santa Maria, California 93454

Description	Amount
<p><b>Capacity Support Work related to San Antonio Basin GSA conducted Jan. through June 2020:</b></p> <p>Megan Miley (2 hrs x \$100/hr)</p> <p>Jessica Elliott (0.5 hr x \$85/hr)</p> <p><i>Thank you! We look forward to continuing to work with you.</i></p>	<p>\$200.00</p> <p>\$42.50</p>
<b>Total</b>	<b>\$242.50</b>

**Payment shall be remitted to:**

Legacy Philanthropy Works  
521 Santa Barbara Street  
Santa Barbara, California 93101

# San Antonio Basin Water District

Management/Administration Status Report: June 16, 2020 - July 18, 2020

Date: July 18, 2020

To: San Antonio Basin Water District Board of Directors

From: Donna Glass, District Manager

1. The County received the request for consideration of the San Antonio Basin Water District's bylaws from Alan Doud. It was placed on the Board of Supervisor's July 14th agenda for consideration under Administrative Item 18. The Bylaws passed unanimously with all of the Administrative Items with no comments or discussions.
2. A letter was received on June 30, 2020 from Jacquelyne Alexander, Chief Deputy Clerk of the BOS, requesting a payment for the submission to the California State Board of Equalization for LAFCO Application No. 18-01 for the formation of the San Antonio Basin Water District. This was paid by the FSAWB, so not to delay the process, because the set up was not completed for the SABWD bank account. The LAFCO Certificate of Completion recorded on or about June 26, 2020. It was forwarded to the State BOE once the fee was received. Invoice attached to report.
3. Due to COVID 19 modifications to the Board Meeting and Prop 218 Assessment Hearing scheduled for July 21, 2020 needed to be made. A letter explaining the changes was mailed to all landowners on July 30, 2020 and posted to the SABWD website. Letter attached to report.



# LAFCO

---

**Santa Barbara Local Agency Formation Commission**  
105 East Anapamu Street ♦ Santa Barbara CA 93101  
805-568-3391 ♦ FAX 805-568-2249  
www.sblafco.org ♦ lafco@sblafco.org

June 30, 2020

**Paid by FSAWB on 7-1-2020**

Re: **Submission to the Board of Equalization**

Dear Alan Doud,

The final step in **LAFCO Application 18-01 for the Formation of the San Antonio Basin Water District** is filing with the California State Board of Equalization. This requires a payment of **\$3,500.00** with the filing. Please make the check payable to the **State Board of Equalization** in the amount of **\$3,500.00** and reference **“Tax Area Services Section, MIC: 59”**. You can either mail or hand-deliver it to the Office of the Clerk of the Board at your earliest convenience.

**Clerk of the Board drop box located at:**

105 East Anapamu (on the Anapamu side)  
Santa Barbara, CA 93101

Please contact me if you have any questions.

Thank you,

  
Jacquelyne Alexander  
Commission Clerk  
805-568-2245

# SAN ANTONIO BASIN WATER DISTRICT

1005 S. Broadway - Santa Maria, California 93454

Phone: (805) 937-0511 - Fax: (805) 754-2874

June 26, 2020

**Mailed on 6-30-2020  
to all landowners**

**Posted to website.**

Dear Property Owner:

**Please read this letter carefully as it discusses changes to the July 21<sup>st</sup> hearing on the San Antonio Basin Water District's proposed assessment.**

You previously received a May 20<sup>th</sup> letter and enclosures from the District's Board of Directors advising you of the process underway concerning the District's proposed special benefit assessment.

This assessment ballot proceeding is subject to the procedural requirements of Article XIID of the California Constitution, which requires, in part, that the District conduct a public hearing on the proposed assessment. As we advised you in the "Notice of Public Hearing" enclosed with the May 20<sup>th</sup> letter, the public hearing on the District's assessment is scheduled to take place at 1:00 p.m. on July 21, 2020, at the offices of the Los Alamos Community Services District ("LACSD"), located at 82 North Saint Joseph, Los Alamos, California 93440.

Back in March, in response to COVID 19, Governor Newsom issued Executive Order N-29-20, which provides that a "local legislative body . . . is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the local legislative body." Additionally, Santa Barbara County has adopted Order 2020-12 regarding the phased reopening of some businesses. Order 2020-12 applies to private businesses *and* public agencies such as the District, and establishes strict risk assessment, disinfection, social distancing, and other protocols designed to limit the spread of COVID 19. In light of Executive Order N-29-20 and Order 2020-12, and of the recent indications that the spread of COVID 19 continues to be a public health concern, the District's Board of Directors determined at its June meeting that it will be in the best interest of the District, its landowners, LACSD staff, and the general public, to hold the July 21<sup>st</sup> hearing telephonically.

**Therefore, please be advised that the July 21<sup>st</sup> hearing will be conducted telephonically only.**

Information regarding how to access the telephonic hearing will be posted on the District's Website no later than July 17, 2020.

District representatives will be present outside the LACSD office to receive new or amended ballots, but the building will not be open to the public for the purposes of participating in the hearing. **We encourage all property owners to submit their Proposition 218 ballots by mail prior to the hearing.**

The San Antonio Basin Water District encourages any individuals with disabilities to please contact the District so that reasonable modifications or accommodations, consistent with the Americans with Disabilities Act, may be addressed.

Should you have any questions, please call or write to: San Antonio Basin Water District, c/o Kari Wagner, PE, 612 Clarion Ct., San Luis Obispo, CA 93401, KARIW@wallacegroup.us, (805) 544-4011.

Thank you for your continued support and we look forward to you calling in to our public hearing on July 21, 2020 at 1:00 p.m.

**San Antonio Basin Water District Board of Directors**

Kevin Merrill – President  
Office: 805-334-5594  
Cell: 805-310-3989

Randy Sharer – Vice President  
Craig Reade – Secretary  
Victor Schaff – Treasurer-Tax Collector-Assessor  
Ken Hunter – Board Member

# San Antonio Basin Water District

## **DRAFT** 2020/21 Budget

### Ordinary Income

Assessments (Option 2)	\$658,054
FSAWB Carry Over Funds	\$225,000

<b>Total Income</b>	<b>\$883,054</b>
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### Operating Expenses

1	General Manager (part-time)	\$40,000
2	Employment taxes and benefits	\$14,000
3	Audit & Financial Reporting (Accountant)	\$7,500
4	Contract Administration (Assessment Billing)	\$25,000
5	Legal Services	\$30,000
6	Meeting Room Lease	\$1,200
7	Web Page Support	\$1,200
8	Conferences/Training	\$5,000
9	Travel	\$3,500
10	Insurance Errors and Omissions & Board	\$8,000
11	Office Supplies	\$2,000
12	Postage/Printing	\$5,000
13	Board Elections	\$2,000
14	CSDA Membership	\$1,000
15	LAFCO District Fees	\$1,000
16	Telephone/Computer/Internet	\$3,000

**SUBTOTAL \$149,400**

17	Contingency 10 %	\$14,900
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**SUBTOTAL \$164,300**

18	GSA Budget (10% Contingency Included)	\$458,900
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19	Designation to District Reserve Account	\$259,854
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<b>Total Operating Expenses</b>	<b>\$883,054</b>
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<b>Net Income</b>	<b>\$0</b>
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Balanced Budget

## San Antonio Basin Water District 5 Year Assessment Options

**Final Irrigated/Non-Irrigated Acres subject to  
change requests submitted by landowners at  
Prop 218 Assessment Hearing**

	<u>FY 2020-21</u>	<u>FY 2021-22</u>	<u>FY 2022-23</u>	<u>FY 2023-24</u>	<u>FY 2024-25</u>	<u>5 Year Total</u>
<b>BUDGET TOTAL</b>	\$398,200	\$385,300	\$940,000	\$950,100	\$906,800	\$3,580,400
<b>Assessment Option 1 = \$52.00 - \$0.50/per year</b>	\$724,144	\$724,144	\$724,144	\$724,144	\$724,144	\$3,620,718
Irrigated Fee	\$53.00	\$53.00	\$53.00	\$53.00	\$53.00	
Non-Irrigated Fee	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	
TOTAL Required	\$398,200	\$385,300	\$940,000	\$950,100	\$906,800	
TOTAL Collected	\$724,144	\$724,144	\$724,144	\$724,144	\$724,144	
Reserve Balance	\$325,944	\$664,787	\$448,931	\$222,974	\$40,318	
<b>Assessment Option 2 = \$Variable - \$0.50/per year</b>	\$658,054	\$684,490	\$750,580	\$763,798	\$763,798	\$3,620,718
Irrigated Acres	13,218	13,218	13,218	13,218	13,218	
Non-Irrigated Acres	47,179	47,179	47,179	47,179	47,179	
Irrigated Fee	\$48.00	\$50.00	\$55.00	\$56.00	\$56.00	
Non-Irrigated Fee	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	
TOTAL Required	\$398,200	\$385,300	\$940,000	\$950,100	\$906,800	
TOTAL Collected	\$658,054	\$684,490	\$750,580	\$763,798	\$763,798	
Reserve Balance	\$259,854	\$559,043	\$369,623	\$183,320	\$40,318	

**San Antonio Basin Water District**  
**DRAFT 5 Year Budget as of 7/21/2020**

Jul '20 - Jun '21	Jul '21 - Jun '22	Jul '22 - Jun '23	Jul '23 - Jun '24	Jul '24 - Jun '25
Budget	Budget	Budget	Budget	Budget

**Ordinary Income**

Assessments (Option 2)	\$658,054	\$684,490	\$750,580	\$763,798	\$763,798
FSAWB Carry Over Funds	\$225,000	\$0	\$0	\$0	\$0
Interest Income	\$0	\$0	\$0	\$0	\$0

<b>Total Income</b>	<b>\$883,054</b>	<b>\$684,490</b>	<b>\$750,580</b>	<b>\$763,798</b>	<b>\$763,798</b>
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**Operating Expenses**

1 General Manager (part-time)	\$40,000	\$41,600	\$43,300	\$45,000	\$46,800
2 Employment taxes and benefits	\$14,000	\$14,600	\$15,200	\$15,800	\$16,400
3 Audit & Financial Reporting (Accountant)	\$7,500	\$7,800	\$8,100	\$8,400	\$8,700
4 Contract Administration (Assessment Billing)	\$25,000	\$26,000	\$27,000	\$28,100	\$29,200
5 Legal Services	\$30,000	\$31,200	\$32,400	\$33,700	\$35,000
6 Meeting Room Lease	\$1,200	\$1,200	\$1,300	\$1,400	\$1,500
7 Web Page Support	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
8 Conferences/Training	\$5,000	\$5,200	\$5,400	\$5,600	\$5,800
9 Travel	\$3,500	\$3,600	\$3,700	\$3,800	\$4,000
10 Insurance Errors and Omissions & Board	\$8,000	\$8,300	\$8,600	\$8,900	\$9,300
11 Office Supplies	\$2,000	\$2,100	\$2,200	\$2,300	\$2,400
12 Postage/Printing	\$5,000	\$5,200	\$5,400	\$5,600	\$5,800
13 Board Elections	\$2,000	\$2,100	\$2,200	\$2,300	\$2,400
14 CSDA Membership	\$1,000	\$1,000	\$1,100	\$1,200	\$1,300
15 LAFCO District Fees	\$1,000	\$1,000	\$1,100	\$1,200	\$1,300
16 Telephone/Computer/Internet	\$3,000	\$3,100	\$3,300	\$3,600	\$3,900
<b>SUBTOTAL</b>	<b>\$149,400</b>	<b>\$155,200</b>	<b>\$161,500</b>	<b>\$168,100</b>	<b>\$175,000</b>

17 Contingency 10 %	\$14,900	\$15,500	\$16,200	\$16,800	\$17,500
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<b>SUBTOTAL</b>	<b>\$164,300</b>	<b>\$170,700</b>	<b>\$177,700</b>	<b>\$184,900</b>	<b>\$192,500</b>
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18 GSA Budget (10% Contingency Included)	\$458,900	\$214,600	\$762,300	\$765,200	\$714,300
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<b>Total Operating Expenses</b>	<b>\$623,200</b>	<b>\$385,300</b>	<b>\$940,000</b>	<b>\$950,100</b>	<b>\$906,800</b>
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<b>Net Income</b>	<b>\$259,854</b>	<b>\$299,190</b>	<b>-\$189,421</b>	<b>-\$186,303</b>	<b>-\$143,003</b>
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<b>Reserve Account Balance</b>	<b>\$259,854</b>	<b>\$559,043</b>	<b>\$369,623</b>	<b>\$183,320</b>	<b>\$40,318</b>
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# SAN ANTONIO BASIN WATER DISTRICT

## RESOLUTION \_\_\_\_\_

### RESOLUTION AUTHORIZING LEVY AND COLLECTION OF 2020 ASSESSMENT

**WHEREAS**, as authorized by Water Code Section 36550 *et seq.*, and pursuant to Proposition 218, this Board has determined that it is necessary to adopt an assessment to cover certain of the District’s estimated costs in order to confer special benefits to the assessed property; and

**WHEREAS**, the San Antonio Basin Water District (“District”) is newly formed and will be levying an assessment for the first time; and

**WHEREAS**, the Board is in receipt of and previously considered an Engineer’s Report, entitled “Engineer’s Report For the San Antonio Basin Water District,” dated May 19, 2020, prepared for the District in compliance with Proposition 218 by the Wallace Group, which includes a detailed roll of the parcels within the District that would be subject to the proposed assessment; and

**WHEREAS**, the Engineer’s Report discusses the District’s anticipated costs and required revenues; and

**WHEREAS**, the Engineer’s Report recommends among other things splitting lands within the District into three classes: Irrigated Agriculture, Non-Irrigated Agriculture, and Non-Overlying as authorized by Water Code Section 36578; and

**WHEREAS**, the purpose for the proposed assessment is further described in the Engineer’s Report; and

**WHEREAS**, on May 19, 2020, the Board of Directors passed and adopted a Resolution that, among other things, (1) outlined procedures to be used in an assessment ballot proceeding for adopting the proposed Assessment, (2) adopted the Engineer’s Report and called for an assessment ballot proceeding, (3) scheduled the Assessment hearing, and (4) directed District personnel to prepare and send notices and ballots for the proceedings; and

**WHEREAS**, on May 20, 2020, the Wallace Group mailed notices and ballots related to the proposed assessment to all affected landowners, consistent with the requirements of said resolution; and

**WHEREAS**, pursuant to the Santa Barbara County Local Agency Formation Commission (“LAFCo”)’s resolution approving formation of the District conditions the District’s formation on

the successful completion of a Proposition 218 and approval of an assessment by June 30, 2020, which date LAFCo subsequently extended to September 30, 2020; and

**WHEREAS**, Government Code Section 53753 of the Proposition 218 Omnibus Implementation Act provides that any agency that complies with the notice, protest, and hearing requirements of that Act is not required to comply with any other statutory notice, protest, and hearing requirements, and accordingly, these proceedings with respect to notice, protest, and hearing requirements have been conducted in accordance with the Omnibus Implementation Act, rather than the Water Code; and

**WHEREAS**, this Assessment Ballot Proceeding has been carried out in accordance with the Board of director's May 19, 2020 Resolution, including a hearing conducted on even date herewith; and

**WHEREAS**, as provided by Water Code Section 36578(d), the proposed Assessment having been levied under the alternate provisions of Section 36577 through 36579, the proceedings for carrying out the Assessment shall be carried out by the Board and the Secretary of the District, rather than the clerk of the Board of Supervisors;

**NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE SAN ANTONIO BASIN WATER DISTRICT** does hereby resolve, declare and order as follows:

- 1) Statement of Legislative Intent.** It is the District's intent in adopting this Resolution, to levy and collect an assessment in compliance with Article XIID, Section 4 of the California Constitution, Proposition 218's Omnibus Implementation Act codified in Government Code sections 53750 through 53758, and Division 13, Part 7 of the Water Code.
- 2) Results of the Assessment Ballot Proceedings.** Upon tabulating the votes at the conclusion of the assessment hearing, as conducted by Kari Wagner as designated to perform such function by this Board, certifies that the weighted ballots in favor of the proposed Assessment outweigh the weighted ballots in opposition, with the results being \_\_\_\_\_ votes in favor of the assessment and \_\_\_\_\_ votes in opposition.
- 3) Proceedings to Levy and Collect Assessment.** The following procedures shall be used by the District in levying and collecting the Assessment, as required by Division 13, Part 7 of the Water Code and Article XIID, Section 4 of the California Constitution, and all consistent with the above reference Petition for Formation:
  - a. 2020 Assessment:** The Board determines that the amount of the Assessment for 2020, that being less than that authorized by the Assessment Ballot Proceedings and the above reference Petition for Formation, shall be \$\_\_\_.00



per acre for Irrigated Agriculture, \$0.\_\_\_\_ per acre for Non-Irrigated Agriculture, and \$0.00 for Non-Overlying; Provided, however, this Board determines that if the aggregate assessment of any owner of Irrigated Agriculture or Non-Irrigated Agriculture results in an assessment of less than \$50, that owner shall be subject to a minimum assessment of \$50.

- b. Assessment Book:** The roll attached to the Engineer’s Report, upon which the Assessment Ballot Proceedings have been conducted as hereinafter referred to, shall constitute the Assessment Book for levying an Assessment upon lands with the District, and the Secretary shall cause to be prepared an integrated version of said roll and Assessment Book, including such corrections (the “Integrated Roll”). As provided by Water Code Section 36725, within 10 days, the President and Secretary shall sign duplicate copies of the following documents, which shall be attached to the Assessment Book:
1. A list of all parcels of land subject to the Assessment, that being the Integrated Roll. The list shall specify within each parcel the number of acres of Irrigated Agriculture, the number of acres of Non-Irrigated Agriculture, and the number of acres of Non-Overlying;
  2. The order of the Board of Directors fixing the assessment, that being a copy of this Resolution; and
  3. The annual estimate of the board of directors, that being the District’s 2020 Budget.
- c. Charging the Assessment:** Within 10 days after the obligations in the previous paragraph are completed, the Assessor and Tax Collector (since the offices of Treasurer, Assessor and Tax Collector may be combined as authorized by Water Code Section 34711) shall compute the assessment due on each parcel, and file the Assessment Book, that being the Integrated Roll which identifies by landowner and parcels of each landowner the acreage subject to the Assessment and the amount of the Assessment levied with respect to each parcel. Once the Assessment Book has been filed, the Assessment listed shall be due and payable to the Tax Collector of the District.
- d. Lien:** Pursuant to Water Code Section 36825, upon filing the Assessment Book with the Tax Collector the assessment and any penalties for delinquencies shall constitute a lien on the lands the subject of the Assessment.

- e. **Notice of Assessment:** Within 10 days of the Assessment being due and payable, the Assessor shall publish a notice as specified by Water Code Section 36826, including the date the Assessments are due and payable, the time when Assessments are delinquent, which is six months from when they become due as provided by Water Code Section 36950, and that a delinquency penalty of five percent (5%) of the amount delinquent will be applicable; provided, however, landowners will be asked to make payment of Assessments within \_\_\_ days of the date due and payable.
  
- f. **Other Matters:** The District’s staff and officers are authorized and directed to do all things necessary to collect the assessments consist with applicable law.

All the foregoing being on motion of Director \_\_\_\_\_ seconded by Director \_\_\_\_\_ and authorized by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

I HEREBY CERTIFY that the foregoing resolution is the resolution of said District as duly passed and adopted by said Board of Directors on \_\_\_\_\_, 2020.

WITNESS my hand of said Board of Directors, \_\_\_\_\_, 2020.

\_\_\_\_\_  
 Craig Reade  
 Secretary of the Board of Directors

TRANSMITTAL



WALLACE GROUP®

CIVIL AND  
TRANSPORTATION  
ENGINEERING

CONSTRUCTION  
MANAGEMENT

LANDSCAPE  
ARCHITECTURE

MECHANICAL  
ENGINEERING

PLANNING

PUBLIC WORKS  
ADMINISTRATION

SURVEYING /  
GIS SOLUTIONS

WATER RESOURCES

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**Date:** June 24, 2020

**Project Number:** PP20-7002-0915

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**To:** Donna Glass  
San Antonio Basin Water District  
1005 South Broadway  
Santa Maria, California 93454

**VIA Email**

**Phone:** 805-937-0511

**Fax:**

**Email:** [admin@sanantoniobasinwd.org](mailto:admin@sanantoniobasinwd.org)

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**From:** Kari Wagner  
Principal  
**WALLACE GROUP**  
612 Clarion Court  
San Luis Obispo, CA 93401

**Phone:** 805 544-4011

**Fax:** 805 544-4294

**Email:** [kariw@wallacegroup.us](mailto:kariw@wallacegroup.us)

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**Subject:** Proposal for San Antonio Basin Water District- Tax Roll Preparation

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Please find attached our proposal for the above referenced project. If this proposal meets with your approval, please sign where indicated and return to our office, **to the attention of Kylie Castle ([kcastle@wallacegroup.us](mailto:kcastle@wallacegroup.us)), Marketing Coordinator**, which will serve as our notice-to-proceed on your project.

Please call me if you have any questions at 805 544-4011.

Thank you.

ATTACHMENT  
PP20-7002  
Exhibit A  
Exhibit B

WALLACE GROUP  
A California Corporation

612 CLARION CT  
SAN LUIS OBISPO  
CALIFORNIA 93401

T 805 544-4011  
F 805 544-4294

[www.wallacegroup.us](http://www.wallacegroup.us)

June 24, 2020

Donna Glass  
San Antonio Basin Water District  
1005 South Broadway  
Santa Maria, California 93454

Subject: San Antonio Basin Water District- Tax Roll Preparation

Dear Ms. Glass:

Wallace Group appreciates the opportunity to provide you with our proposal for professional services for the above referenced project. Based on our discussion, the following Scope of Services has been prepared for your consideration:

### SCOPE OF SERVICES

#### Tax Roll Preparation

Wallace Group can assist the San Antonio Water Basin District in invoicing and collecting the voter approved 2020 special assessment. Details of steps are outlined below.

#### **Task 1: Data Acquisition, Database Update and Tax Assignment**

Wallace Group will acquire updated information from the Santa Barbara County Assessor's office for parcels within the District boundaries. Wallace Group will then update the District database (created under the 218 Process) to reflect the updated information obtained. This will include necessary research for lot splits, mergers, property owner changes, etc. Using the updated database, Wallace Group will assign the amount due for each parcel, based upon the District Board and voter approved rates.

#### **Task 2: Tax Roll and Invoice Preparation, Distribution**

Wallace Group will work with the District to prepare an invoice format to be utilized for distribution to the residents for the 2020 special assessment. Once format is approved, Wallace Group will distribute the invoices containing the voter approved special tax rate(s) to the residents of the District and then prepare a detailed listing of the final tax roll.

#### **Task 3: Point of Contact**

Wallace Group will respond to questions or requests for information from District Staff and residents.

#### **Deliverables:**

- Wallace Group will prepare an Invoice concept to be reviewed and approved by the District for distribution and collection of the special assessment
- Wallace Group will prepare a memorandum to the District that summarizes the total amounts to be collected. (pdf)
- Wallace Group will prepare the Tax Roll Detail by lot. (pdf)

### SCHEDULE

Wallace Group will work with the District to develop a schedule mutually agreeable to all parties.



CIVIL AND  
TRANSPORTATION  
ENGINEERING

CONSTRUCTION  
MANAGEMENT

LANDSCAPE  
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CALIFORNIA 93401

T 805 544-4011  
F 805 544-4294



**TO BE PROVIDED BY THE CLIENT**

- Updated County Assessor’s Database  
Wallace Group will request the data from the SB County Assessor’s Office (Task 1) with any fees for this data being paid directly by the District.

**ITEMS NOT INCLUDED IN THE PROJECT FEES**

- Postage for Mailing Invoices

**PROJECT FEES**

Wallace Group will perform the services denoted in the proposed Scope of Services in accordance with the attached Standard Billing Rates (Exhibit A). These services will be invoiced monthly on an accrued cost basis, and our total fees, exclusive of reimbursables will not exceed our estimated fee of \$5,000 without receiving written authorization from the Client.

At your request, additional services to the Scope of Services will be performed by Wallace Group following the signature of our Contract Amendment or the initiation of a new contract.

**TERMS AND CONDITIONS**

In order to convey a clear understanding of the matters related to our mutual responsibilities regarding this proposal, the attached Standard Terms and Conditions (Exhibit B) are considered a part of our proposal agreement. If this proposal meets with your approval, please sign where indicated and return to our office, which will serve as our notice-to-proceed.

We want to thank you for this opportunity to present our proposal for professional services. If you would like to discuss this proposal in greater detail, please feel free to contact me.

Sincerely,

**WALLACE GROUP, a California Corporation**

**TERMS AND CONDITIONS ACCEPTED:**

Kari E. Wagner, PE C66026  
Principal  
612 Clarion Court  
San Luis Obispo  
California 93401  
T 805 544-4011  
F 805 544-4294  
www.wallacegroup.us

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

Attachments  
GMM: PP20-7002, 2019, std  
Exhibit A  
Exhibit B

THIS PROPOSAL IS VALID FOR 60 DAYS FROM THE DATE OF THIS DOCUMENT.

Exhibit A  
Standard Billing Rates



**Engineering, Design & Support Services:**

Assistant Designer/Technician .....	\$ 90
Designer/Technician I - IV .....	\$ 95 - \$125
Senior Designer I - III .....	\$138 - \$148
GIS Technical Specialist .....	\$135
Senior GIS Technical Specialist .....	\$145
Associate Engineer I - III .....	\$ 115 - \$135
Engineer I - IV .....	\$145 - \$160
Senior Engineer I - III .....	\$170 - \$180
Director .....	\$185
Principal Engineer/Consulting Engineer .....	\$215
Principal .....	\$230

**Public Works Administration Services:**

Project Analyst I - IV .....	\$110 - \$140
Senior Project Analyst I - III .....	\$145 - \$155
Senior Environmental Compliance Specialist I - III .....	\$160 - \$170

**Support Services:**

Office Assistant .....	\$ 85
Project Assistant I - III .....	\$ 90 - \$100

**Additional Professional Services:**

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$300 an hour. As authorized in advance by the Client, overtime on a project will be billed at 1.5 times the employee's typical hourly rate.

**Direct Expenses:**

Direct expenses will be invoiced to the client and a handling charge of 15% may be added. Sample direct expenses include, but are not limited to the following:

- travel expenses
- sub-consultant services
- agency fees
- delivery/copy services
- mileage (per IRS rates)
- other direct expenses

**Invoicing and Interest Charges:**

Invoices are submitted monthly on an accrued cost basis in accordance with this Fee Schedule. A finance charge of 1.5% per month may be assessed on all balances that are thirty days past due.

**Right to Revisions:**

Wallace Group reserves the right to revise this Schedule of Fees on an annual basis, personnel classifications may be added as necessary.

**Exhibit B**  
**Standard Terms and Conditions**  
**Wallace Group Proposal No. PP20-7002**  
**Contract Agreement Date: June 24, 2020**

**CLIENT:** SAN ANTONIO BASIN WATER DISTRICT  
1005 South Broadway, Santa Maria, California 93454

**CONSULTANT:** WALLACE GROUP, A CALIFORNIA CORPORATION  
612 Clarion Court, San Luis Obispo, California 93401

CLIENT and CONSULTANT agree that these Standard Terms and Conditions, comprised of pages 1 through 6, and the associated written Scope of Services and budget constitute the entire Agreement between the CLIENT and the CONSULTANT. It supersedes all prior communications, understandings and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the CLIENT and the CONSULTANT.

**ARTICLE 1. GENERAL PROVISIONS**

**1.1 Preamble**

This Agreement is based upon a mutual obligation of good faith and fair dealing between the parties in its performance and enforcement. Accordingly, the CLIENT and the CONSULTANT, with a positive commitment to honesty and integrity, agree to the following:

That each will function within the laws and statutes that apply to its duties and responsibilities; that each will assist in the other's performance; that each will avoid hindering the other's performance; that each will work diligently to fulfill its obligations; and each will cooperate in the common endeavor of the contract.

**1.2 Governing Law and Jurisdiction**

The CLIENT and the CONSULTANT agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of California. It is further agreed that any legal action between the CLIENT and the CONSULTANT arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in San Luis Obispo, California.

**1.3 Precedence of Conditions**

Should any conflict exist between the terms herein and the form of any purchase order or confirmation issued, the Terms and Conditions herein shall prevail in the absence of CONSULTANT'S express written consent of others conditions.

**1.4 Standard of Care**

In providing services under this Agreement, the CONSULTANT will endeavor to perform said services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**1.5 Corporate Protection**

It is intended by the parties to this Agreement that the CONSULTANT'S services in connection with the Project shall not subject the CONSULTANT'S individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the CLIENT agrees that as the CLIENT'S sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the CONSULTANT, a California corporation, and not against any of the CONSULTANT'S individual employees, officers or directors.

**1.6 Confidentiality**

The CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than the CONSULTANT'S employees, Subconsultants and the general Contractor and Subcontractors, if appropriate, any data or information not previously known to and generated by the CONSULTANT or furnished to the CONSULTANT and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that is in the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other legitimate authority, or if disclosure is reasonably necessary for the CONSULTANT to defend itself from any legal action or claim.

**1.7 Third-Party Beneficiaries**

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and CONSULTANT agree to require a similar provision in all contracts with Contractors, Subcontractors, Subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

**1.8 Timeliness of Performance**

The CLIENT and CONSULTANT are aware that many factors outside the CONSULTANT'S control may affect the CONSULTANT'S ability to complete the services to be provided under this Agreement. The CONSULTANT will perform these services with reasonable diligence and expediency consistent with sound professional practices.

### **1.9 Severability**

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

### **1.10 Survival**

Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

### **1.11 Statutes of Repose and Limitation**

All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose or limitation begin to run any later than the date the CONSULTANT'S services are completed or terminated.

### **1.12 Defects in Service**

The CLIENT shall promptly report to the CONSULTANT any defects or suspected defects in the CONSULTANT'S services of which the CLIENT becomes aware, so that the CONSULTANT may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all Contractors in its CLIENT/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT'S Contractors or Subcontractors to notify the CONSULTANT shall relieve the CONSULTANT of the costs or remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

### **1.13 Jobsite Safety**

Neither the professional activities of the CONSULTANT, nor the presence of the CONSULTANT or its employees or Subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, constructions means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. The CONSULTANT and its personnel have no authority to exercise any control over any construction Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the CLIENT'S contract with the General Contractor. The CLIENT also agrees that the CLIENT, the CONSULTANT and the CONSULTANT'S Subconsultants shall be indemnified by the General Contractor and shall be made additional insured under the General Contractor's policies of general liability insurance.

### **1.14 Assignment: Subcontracting**

Neither CLIENT nor CONSULTANT shall assign its interest in this agreement without the written consent of the other. CONSULTANT may not subcontract any portion of the work to be performed hereunder without such consent.

### **1.15 Force Majeure**

Any delay or default in the performance of any obligation of CONSULTANT under this agreement resulting from any cause(s) beyond CONSULTANT'S reasonable control shall not be deemed a breach of this agreement. The occurrence of any such event shall suspend the obligations of CONSULTANT as long as performance is delayed or prevented thereby, and the fees due hereunder shall be equitably adjusted.

### **1.16 Disputes**

(a) Notwithstanding any other provision of this Agreement and except for the provisions of (b) and (c), if a dispute arises regarding CONSULTANT'S fees pursuant to this contract, and if the fee dispute cannot be settled by discussions between CLIENT and CONSULTANT, both the CLIENT and CONSULTANT agree to attempt to settle the fee dispute by mediation through the American Arbitration Association (or other mediation service) before recourse to arbitration. If mediation does not resolve the fee dispute, such dispute shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

(b) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to file an action for collection of fees if the amount in dispute is within the jurisdiction of the small claims court.

(c) Subdivision (a) does not preclude or limit CONSULTANT'S right to elect to perfect or enforce applicable mechanics lien remedies.

### **1.17 Attorneys' Fees**

In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorneys' fees and all other related expenses in such litigation.



### **1.18 Services by CLIENT**

CLIENT shall pay all other charges not specifically covered by the terms of this agreement, unless specifically included in the Scope of Services. The CLIENT shall furnish, at the CLIENT'S expense, all information required by this Agreement. The CONSULTANT may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

### **1.19 Retention**

If any portion of CONSULTANT'S fee is held in retention, such amount shall be released within thirty days after invoicing for completion of corresponding services. Interest shall be paid at the rate of 1.5% per month on any retention amounts not paid within this thirty-day period.

## **ARTICLE 2. DEFINITIONS**

### **2.1 Burdened Labor Costs**

Burdened labor costs shown on the Standard Billing Rates include payroll taxes, worker's compensation insurance, and other overhead costs applicable to the typical standard of care.

### **2.2 Direct Expenses**

Expenditures made by the CONSULTANT, its employees or its Subconsultants in the interest of the Project. Applicable reimbursable direct expenses are defined on the Standard Billing Rates.

## **ARTICLE 3. COMPENSATION**

### **3.1 Payment Due**

Invoices shall be submitted by the CONSULTANT monthly, are due upon presentation and shall be considered past due if not paid in full within thirty (30) days of the invoice date.

### **3.2 Interest**

If payment in full is not received by the CONSULTANT within thirty (30) calendar days of the invoice date, the invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the past due amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

### **3.3 Collection Costs**

If the CLIENT fails to make payments when due and the CONSULTANT incurs any costs in order to collect overdue sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to the CONSULTANT. Collection costs shall include, without limitation, legal fees, collection agency fees and expenses, court costs, collection bonds and reasonable CONSULTANT staff costs at Standard Billing Rates for the CONSULTANT'S time spent in efforts to collect. This obligation of the CLIENT to pay the CONSULTANT'S collection costs shall survive the term of this Agreement or any earlier termination by either party.

### **3.4 Termination or Suspension of Services**

This agreement may be terminated or suspended by either party effective seven (7) days from the date of written notice, or if the CLIENT suspends the work for three (3) months. Upon receipt of a notice of termination or suspension, CONSULTANT will stop or suspend its work and provide same direction for the work of all its Subcontractors and suppliers. Failure of CLIENT to make payments when due shall be cause for suspension of services or ultimately, termination, unless and until CONSULTANT has been paid in full all amounts due for services, expenses and other approved related charges. CONSULTANT shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension or termination caused by any breach of this Agreement by the CLIENT. Upon payment-in-full by the CLIENT, CONSULTANT shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any reasonable time and expense necessary for the CONSULTANT to resume performance.

### **3.5 Retention Discounts**

Payment of invoices shall not be subject to any discounts or retention by the CLIENT, unless agreed to in writing by the CONSULTANT. Payment to the CONSULTANT for services rendered and expenses incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

### **3.6 Satisfaction with Services**

Payment of any invoice by the CLIENT to the CONSULTANT shall be taken to mean that the CLIENT is satisfied with the CONSULTANT'S services to the date of payment and is not aware of any deficiencies in those services.

### **3.7 Disputed Invoices**

If the CLIENT objects to any portion of any invoice, the CLIENT shall so notify the CONSULTANT in writing within ten (10) days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within thirty (30) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within forty-five (45) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the CLIENT on

all disputed invoice amounts that are subsequently resolved in the CONSULTANT'S favor and shall be calculated on the unpaid balance from the invoice date.

**3.8 Payments to the CONSULTANT**

Payments to the CONSULTANT shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the CLIENT of offsetting reimbursement or credit from other parties who may have caused additional services or expenses. No withholdings, deductions or offsets shall be made from the CONSULTANT'S compensation for any reason unless the CONSULTANT has been found to be legally liable for such amounts.

**3.9 Advance Payment: Withholding Work Product**

CONSULTANT reserves the right to require payment in advance for work estimated to be done during a given billing period. CONSULTANT, without any liability to CLIENT, reserves the right to withhold any services and work products herein contemplated pending payment of CLIENT'S outstanding indebtedness or advance payment as required by CONSULTANT. Where work is performed on a reimbursable basis, budget may be increased by amendment to complete the Scope of Services. CONSULTANT is not obligated to provide services in excess of the authorized budget.

**ARTICLE 4. SERVICES, ADDITIONAL SERVICES, AND AMENDMENTS**

**4.1 Definitions**

Services and work products not expressly included with those specified in this agreement, as determined by CONSULTANT, are not covered by this agreement. Such services and work products will be provided only upon compliance with the procedures set forth in Article 4.5 of this Agreement.

**4.2 Services During Construction**

Any construction inspection or testing provided by CONSULTANT is for the purpose of determining the Contractor's compliance with the functional provisions of the project specifications only. CONSULTANT in no way guarantees or insures Contractor's work nor assumes responsibility for methods or appliances used by the Contractor for job site safety or for Contractor's compliance with laws and regulations. CLIENT agrees that in accordance with generally accepted construction practices the construction Contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project including safety of all persons and property and that this responsibility shall be continuous and not be limited to normal working hours.

**4.3 Soil Testing**

CONSULTANT makes no representations concerning soil conditions, and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing. It is the CLIENT'S responsibility to obtain a soils report upon which report CONSULTANT can rely.

**4.4 Opinion of Probable Construction Costs**

In providing opinions of probable construction cost, the CLIENT understands that the CONSULTANT has no control over cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the CONSULTANT'S opinions of probable construction costs are made on the basis of the CONSULTANT'S professional judgment and experience. CONSULTANT makes no warranty, express or implied, that bids or negotiated cost of the Work will not vary from the CONSULTANT'S opinion of probable construction cost.

**4.5 Additional Services**

Additional services or work products requiring an adjustment of CONSULTANT'S original estimated budget or fixed fee will be provided at CLIENT'S request upon execution of a written amendment to this agreement expressly referring to the same and signed by both parties.

**ARTICLE 5. TERMINATION OF AGREEMENT**

**5.1 Due to Default**

This agreement may be terminated by either party upon seven (7) days written notice should the other party fail to substantially perform in accordance with this agreement through no fault of the party initiating the termination.

**5.2 Without Cause**

This agreement may be terminated by CLIENT upon at least fourteen (14) days written notice to CONSULTANT in the event that the project is abandoned.

**5.3 Termination Adjustment: Payment**

If this agreement is terminated through no fault of the CONSULTANT, CONSULTANT shall be paid for services performed and costs incurred to the termination notice date, including reimbursable expenses due, plus an additional amount not to exceed ten percent (10%) of charges incurred to the termination notice date to cover services to orderly close the work and prepare project files and documentation, plus any additional direct expenses incurred by CONSULTANT including but limited to cancellation fees or charges. CONSULTANT will use reasonable efforts to minimize such additional charges.

**ARTICLE 6. LIMITATION OF LIABILITY: WAIVER: WARRANTY**

### **6.1 Limitation of Liability**

In recognition of the relative risks and benefits of the project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the CONSULTANT to the CLIENT shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

### **6.2 Contractor and Subcontractor Claims**

The CLIENT further agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT and the CONSULTANT'S officers, directors, partners, employees and Subconsultants to all construction Contractors and Subcontractors on the Project for any and all claims, losses, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the CONSULTANT and the CONSULTANT'S Subconsultants to all those named shall not exceed \$50,000.00, or the CONSULTANT'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

### **6.3 Warranty**

CONSULTANT makes no warranty, either express or implied, as to CONSULTANT'S findings, recommendations, specifications, or professional advice, except that the work was performed pursuant to generally accepted standards of practice in effect at the time of performance.

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the Scope of Services, compensation, schedule, allocation of risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiations of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination Provision hereof.

If the Scope of Services pursuant to this agreement does not include on-site construction review, construction management, or other construction supervision for this project, or if subsequent to this agreement CLIENT retains other persons or entities to provide such services, CLIENT acknowledges that such services will be performed by others and CLIENT will defend, indemnify and hold CONSULTANT harmless from any and all claims arising from or resulting from the performance of such services by other persons or entities except claims caused by the sole negligence or willful misconduct of CONSULTANT; and from any and all claims arising from or resulting from clarifications, adjustments, modifications, discrepancies or other changes necessary to reflect changed field or other conditions, except claims caused by the sole negligence or willful misconduct of CONSULTANT.

### **6.4 Interpretation**

Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary responsibility, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by the CONSULTANT'S sole or gross negligence or the CONSULTANT'S willful misconduct. The parties also agree that the CLIENT will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suites against other parties who may join the CONSULTANT as a third-party defendant. "Parties" means the CLIENT and the CONSULTANT, and their officers, directors, partners, employees, Subcontractors and Subconsultants.

### **6.5 Delays**

The CLIENT agrees that the CONSULTANT is not responsible for damages arising directly or indirectly from any delays for causes beyond the CONSULTANT'S control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the CLIENT of the CLIENT'S Contractors or CONSULTANT'S; or discovery of any hazardous substances or differing site conditions.

## **ARTICLE 7. HAZARDOUS WASTE MATERIALS**

### **7.1 Liability**

CONSULTANT hereby states and CLIENT hereby acknowledges that CONSULTANT has no professional liability insurance for claims arising out of the performance of or failure to perform professional services, including, but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing substances including, but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Accordingly,

the CLIENT hereby agrees to bring no claim for negligence, breach of contract indemnity or otherwise against the CONSULTANT, its principals, employees, and agents if such claim, in any way, would involve the CONSULTANT'S services for the investigation, detection, abatement, replacement, use or specification, or removal of products, materials or processes containing asbestos, asbestos cement pipe, and/or hazardous waste materials. CLIENT further agrees to defend, indemnify and hold harmless CONSULTANT, its officers, directors, principals, employees and agents from any asbestos and/or hazardous waste material related claims that may be brought by third parties as a result of the services provided by the CONSULTANT pursuant to this agreement except claims caused by the sole negligence or willful misconduct of the CONSULTANT.

## **ARTICLE 8. OWNERSHIP AND REUSE OF DOCUMENTS**

### **8.1 CONSULTANT Ownership**

All original papers, documents, drawings, electronic media and other work product of CONSULTANT, and copies thereof, produced by CONSULTANT pursuant to this agreement shall remain the property of CONSULTANT and may be used by CONSULTANT without the consent of CLIENT. Upon request and payment of the costs involved, CLIENT is entitled to a copy of all papers, documents and drawings provided CLIENT'S account is paid current.

### **8.2 Document Reuse**

In the event the CLIENT, the CLIENT'S Contractors or Subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans specifications or other construction documents prepared by the CONSULTANT without obtaining the CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against the CONSULTANT and to release the CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CONSULTANT from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any Subcontractors of any tier from making any changes or modifications to the CONSULTANT'S construction documents without the prior written approval of the CONSULTANT and further requires the Contractor to indemnify both the CONSULTANT and the CLIENT from any liability or cost arising from such changes made without proper authorization.

### **8.3 Electronic Media Alteration and Reuse**

Because CADD information stored in electronic form can be modified by other parties, intentionally or otherwise, without notice or indication of said modifications, CONSULTANT reserves the right to remove all indicia of its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by CONSULTANT in CADD form only for information and use by CLIENT for the specific purpose for which CONSULTANT was engaged. Said materials shall not be used by CLIENT, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended by CONSULTANT without CONSULTANT'S express written permission. Unauthorized modification or reuse of the materials shall be at CLIENT'S sole risk, and CLIENT agrees to defend, indemnify, and hold CONSULTANT harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials.