

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

May 19, 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.

Meeting and Agenda

- 1) **Call to Order**
- 2) **Roll Call**
- 3) **Announcement of Formation of the San Antonio Basin Water District**
- 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.
- 5) **Election of Officers and Appointments**
 - a. Nomination of President
 - b. Nomination of Vice President
 - c. Appointment of Secretary
 - d. Appointment of Treasurer
 - e. Consider Appointment of Assessor and Tax Collector
- 6) **Resolution Fixing Time and Place of Regular Meetings**
- 7) **Resolution to Authorize to Open Bank Accounts**
- 8) **Fixing Terms of Directors**
- 9) **Adoption of Bylaws**
- 10) **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
 - ii. California Special District Associations

- b. Discuss Director requirements, including filing Form 700 and training
 - i. Sexual Harassment Training (within 6 months)
 - ii. Ethics Training (within 12 months)
 - c. Adoption of Conflict of Interest Code (format is set by Fair Political Practices Commission; needs to be initiated within 6 months; meanwhile Directors must file Form 700s for Assuming Office which will replace existing Candidate 700s)
 - d. Consider District’s insurance needs
 - e. Review and approve Carrie Troup, CPA engagement letter
 - f. Review and approve contract with Wallace Group to complete Proposition 218 proceedings
- 11) Resolution Concerning Substitution by District of Cachuma Resource Conservation District as a Member of the San Antonio Basin GSA**
- 12) Engineer’s Report and Proposition 218 Assessment Ballot Proceedings Matters**
- a. Preliminary Budget from Engineer’s Report
 - b. General discussion of need to levy assessment to meet budget requirements and of Proposition 218 process to authorize levy and collection of assessment
 - c. Consider motion to adopt Final Engineer’s Report for the District
 - d. Consider Resolution to Initiating Proceedings to Approve Assessment entitled “RESOLUTION ADOPTING PROPOSITION 218 ASSESSMENT BALLOT PROCEDURES AND CALLING FOR AN ASSESSMENT BALLOT PROCEEDING ON A PROPOSED ASSESSMENT”—this includes approval of assessment ballot, form of notice of hearing and procedures for conducting 218 assessment proceeding;
 - e. Schedule Proposition 218 Hearing – minimum 45 days after mailing
 - i. Any time after July 6, 2020
 - ii. At regularly scheduled meeting July 21, 2020
- 13) New Business—** requests for items to be placed on next agenda.
- 14) District Business Operations**
- a. Discuss Operational needs
 - b. Discuss District’s need for staff support
 - c. Appointment of General Counsel
- 15) Next Meeting Date – June 16, 2020**
- 16) 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 805-928-8349, 1875 Cambridge Way, 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 contracting Donna Glass, admin@sanantoniobasinwd.org 805-928-8349, 1875 Cambridge Way, Santa Maria, CA 93454.

**BEFORE THE BOARD OF DIRECTORS OF THE
SAN ANTONIO BASIN WATER STORAGE DISTRICT**

IN THE MATTER OF:

RESOLUTION NO. 20-01

**RESOLUTION FIXING TIME AND PLACE OF REGULAR MEETINGS OF THE BOARD
OF THE SAN ANTONIO BASIN WATER DISTRICT**

WHEREAS, Government Code section 54954 provides that the District's Board shall establish by the appropriate mechanism the time and place for holding regular meetings;

WHEREAS, Water Code section 34802 provides that regular meetings of the Board will be at such time and place as the Board determines by resolution;

NOW, THEREFORE, be it resolved that, in the absence of a suitable meeting facility within the District boundaries, regular meetings of the Board of Directors shall be held on the 3rd Tuesday of each month at 1:00 P.M., at the Los Alamos Community Services District located at 82 North Saint Joseph, Los Alamos, California, 93340, as may be adjourned from time to time, that location being the closest meeting facility sufficient for holding such meetings .

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 May 19, 2020.

WITNESS my hand and seal of said Board of Directors, May 19, 2020.

Secretary of the Board of Directors

**BEFORE THE BOARD OF DIRECTORS OF THE
SAN ANTONIO BASIN WATER STORAGE DISTRICT**

IN THE MATTER OF:

RESOLUTION NO. 20-02

**RESOLUTION TO OPEN BANK ACCOUNTS OF THE
SAN ANTONIO BASIN WATER DISTRICT**

WHEREAS, the Board of Directors of the San Antonio Basin Water District is authorized to open one or more bank accounts for the purposes of conducting the District's business.

NOW, THEREFORE, be it resolved that:

1. The District's Treasurer _____, is authorized and directed to open a bank account for the San Antonio Basin Water District.

2. The bank selected by the Treasurer is hereby authorized to honor the deposits of the Water District, and checks drawn against such deposits signed by the officers and staff listed below, as long as there are funds in the account.
 - a. [director]
 - b. [director]
 - c. [officer]

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 May 19, 2020.

WITNESS my hand and seal of said Board of Directors, May 19, 2020.

Secretary of the Board of Directors

**BYLAWS
OF
SAN ANTONIO BASIN WATER DISTRICT**

I. INTRODUCTION

The San Antonio Basin Water District consists of approximately 86,484 acres located in Santa Barbara County. It was formed effective May 14, 2020. These Bylaws are prepared as required by Water Code sections 35300 through 35306.

II. MANNER OF CALLING ELECTIONS

All District elections, both general and special, shall be called by a majority vote of the Board of Directors in accordance with the requirements of the California Water District law (Water Code sections 34000, *et seq.*) (the “District Law”), the Uniform District Election Law (Elections Code section 10500, *et seq.*) (“UDEL”), and other applicable laws.

III. TIME, PLACE AND MANNER OF CONDUCTING ELECTIONS

All District elections, both general and special, shall be held at a time and place and conducted in accordance with District Law, UDEL, and other applicable law.

All District elections, both general and special, shall be conducted by the District.

All District elections, both general and special, shall be conducted by all-mail ballot as prescribed by District Law, UDEL, and other applicable law. The Board of Directors shall, before any general or special District election is held, give public notice of the time, place, and purpose of the election in accordance with the requirements of District Law, UDEL, and other applicable law.

IV. MANNER OF VOTING

At all District elections, both general and special, each holder of title to land within the District shall have one vote for each dollar’s worth of land to which he or she holds title, in accordance with California Water Code section 35003 and other applicable law. The last assessment book of the District is conclusive evidence of ownership and of the value of the land so owned.

Every voter, or his or her legal representative, shall be entitled to vote by mail ballot at any District election. Voting shall be conducted in a manner prescribed by the District Law, UDEL, and other applicable law.

V. NOMINATION AND APPOINTMENT OF DIRECTORS

The District's Board of Directors shall be composed of five directors elected at large. Persons shall be nominated as candidates for election to the office of director by filing a nomination petition at the District Office in the form, manner, and during the period of time prescribed by District Law, UDEL, and other applicable law. Only names of persons properly nominated shall be printed on the ballots, but a blank space for each office of director to be filled shall be left after the names of the candidates in which the voters may write in another name if they desire. As provided by Elections Code section 10515, if at the close of the prescribed nomination period, the number of nominees for director does not exceed the number of offices of director to be filled at the election, and unless a petition signed by 10 percent of the voters, or 50 voters, whichever is the smaller number, in the District, requesting that the general District election be held has been presented to the officer conducting the election, the District shall submit a certificate of these facts to the Santa Barbara County Board of Supervisors. In such event, the District shall request the Board of Supervisors of the County of Santa Barbara to appoint such office or offices the person or persons nominated, or if no person has been nominated for an office, any qualified person. The person(s) appointed by the Board of Supervisors of Santa Barbara County shall qualify and take office and serve as if elected at a general election.

In the event of a vacancy on the Board of Directors, the Board of Directors may fill the vacancy by appointment in accordance with Government Code section 1780.

VI. QUALIFICATION AND DUTIES OF DIRECTORS, THEIR TENURE OF OFFICE AND TIME AND MANNER OF THEIR APPOINTMENT

As provided by Water Code section 34700, a director of the District shall be a holder of title to land within the District, the legal representative of a holder of title to land, or a representative designated by a holder of title to land. In the manner prescribed by Election Code section 10505(c), following the formation election, three directors shall be designated to have four years and two directors' two-year terms, and thereafter a general election shall be held every two years. Subject to the foregoing, the term of each director subsequent to the directors elected

at the formation election is four years. Each director shall hold office until his or her successor is elected and qualified. After prevailing in a general election, a director shall take his or her office at noon on the first Friday in December following the general election. After prevailing in a special election, or after appointment, a director shall take his or her office in the time and manner and for the term provided by District Law, UDEL, and other applicable law.

The Board of Directors shall manage and conduct the business and affairs of the District. Meetings of the Board of Directors shall be noticed, convened, and conducted in accordance with applicable California law, including the Brown Act (Govt. Code section 54950, *et seq.*). As provided in Water Code sections 34805 and 34806, a quorum to transact business shall be a majority of the Board, and any proposition or resolution shall require the affirmative vote of a majority of the directors present at any meeting.

The Board of Directors shall elect one of its members as President who shall serve until the Board has elected a successor. The President shall preside at all meetings of the Board. He or she shall have other powers and duties as may be prescribed by the Board.

The Board of Directors shall elect one of its members as Vice-President who shall serve until the Board has elected a successor. In the absence or disability of the President, the Vice-President shall perform all duties of the President and when so acting shall have all the powers of, and be subject to all the restrictions upon, the President. The Vice-President shall have such other powers and perform other duties as may from time to time be delegated by the Board of Directors.

VII. APPOINTMENT OF OFFICERS

The Secretary of the District shall be appointed by the Board of Directors and shall hold office at the pleasure of the Board. The Secretary shall keep a record of all the proceedings had at the meetings of the Board, and shall perform such other duties as may be required by law or the Board. The Secretary shall file all documents pertaining to the District affairs in the office of the District.

The Assessor of the District shall be appointed by the Board and shall hold office at the pleasure of the Board. The Assessor shall in each fiscal year prepare the District assessment book, prepare and mail any assessments to be levied upon landowners within the District, submit

to the Board a statement of all assessments levied against property in the District, and perform such other duties as are required of the Assessor by District Law and other applicable law.

The Tax Collector of the District shall be appointed by the Board and shall hold office at the pleasure of the Board. The Tax Collector shall perform the duties required of the Tax Collector by District Law and other applicable law.

The Treasurer of the District shall be appointed by the Board of Directors and shall hold office at the pleasure of the Board. The Treasurer shall receive to the credit of the District and in trust for its use and benefit all monies belonging to the District, and shall deposit all such monies and other valuables in the name of and to the credit of the District with such depositories as may be designated by the Board. The Treasurer shall disburse funds of the District, whenever they request it, an account of all his or her transactions as Treasurer and the financial condition of the District. The Treasurer shall perform other duties required of the Treasurer by the Board, District Law and other applicable law.

As provided by Water Code section 34711, the offices of the Assessor, Tax Collector and Treasurer may be consolidated and held by the same person.

VIII. COMPENSATION OF DIRECTORS AND OFFICERS

Directors may be paid for their services in attending meetings of the Board, or for any work performed by a director for the District, upon action of the Board, in the manner and to the extent provided for by District Law, or other state law applicable to California water districts; provided, however, until such time as the Board takes action otherwise, no such compensation shall be provided to Directors. In any event, a director shall be entitled to reimbursement for reasonable expenses necessarily incurred by him/her for performing services on behalf of the District when authorized to perform such services by the Board.

The Assessor, Treasurer, Tax Collector, and Secretary shall be paid an amount as may be determined by the Board that he or she shall perform the duties of the office.

IX. LOCATION OF THE DISTRICT OFFICE

The office of the District is initially hereby fixed at 1005 S. Broadway, Santa Maria, CA 93454, there being no convenient location within the District to locate the District office. Meetings of the Board of Directors shall be held at the Los Alamos Community Services District

("LASCD"), 82 North Saint Joseph, Los Alamos, California 93440, provided that it is available, given that there are no meeting facility within the District boundaries and that the LACSD building is the closest meeting facility sufficient for holding such meetings.

If for any reason it is necessary that the location of the District Office, or the place for meetings of the Board, be changed, that will better suit the convenience of the District and/or its landowners, the Board of Directors is hereby expressly authorized and empowered to change the location of the District Office and/or meeting location to some other place or location, consistent with applicable law.

X. METHOD OF AMENDING OR REPEALING BYLAWS

As provided by Water Code section 35305, these Bylaws may be repealed or amended or new Bylaws adopted by a four-fifths (4/5ths) vote of the Board of Directors of the District, subject to approval by the Santa Barbara County Board of Supervisors, or by the assent of two-thirds (2/3rds) of the total vote of the District, given either in writing, or by ballot cast at a District election.

XI. RESIDUAL POWERS

All powers for the management, government and control of the District and its affairs not otherwise provided by law or these Bylaws or conferred upon any other person, officer, or official, are hereby reserved to the Board of Directors of the District.

XII. PENALTIES FOR ANY BREACH OR INFRACTION OF THESE BYLAWS

As authorized by Water Code section 35304(d), any person subject to these Bylaws who shall violate the same shall be subject to suitable penalties to be levied and assessed by the Board of Directors, not to exceed \$200 for any one offense.

The Board of Directors of the San Antonio Basin Water District by the undersigned majority of the Directors thereof, and the undersigned Secretary of the San Antonio Basin Water District, DO HERBY CERTIFY that the foregoing amended Bylaws of the San Antonio Basin Water District were duly adopted at a meeting duly and regularly held on the 19th day of May, 2020, and that the foregoing Bylaws of San Antonio Basin Water District are subject to the

approval of the Board of Supervisors of the County of Santa Barbara, and these original Bylaws of San Antonio Basin Water District are now in full force and effect.

Dated: _____

Ken Hunter, Director

Kevin Merrill, Director

Craig Reade, Director

Victor Schaff, Director

Randy Sharer, Director

, Secretary

San Antonio Basin Water District
Attention: Donna Glass, Administrator
Santa Maria, CA 93454

You have requested that we prepare the financial statements of San Antonio Basin Water District, which comprise the monthly balance sheet, the related profit and loss budget performance, and monthly vendor expense report for the month ended. These financial statements will not include a statement of cash flows and related notes to the financial statements.

We will also perform the following additional services:

Perform bookkeeping services as follows: monthly checks, payroll for 2 employees, monthly bank reconciliation.

We are pleased to confirm our acceptance and our understanding of this engagement to prepare the financial statements of San Antonio Basin Water District by means of this letter.

Our Responsibilities

The objective of our engagement is to prepare financial statements in accordance with the regulatory basis of accounting which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America based on information provided by you. We will conduct our engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion, or provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

Management Responsibilities

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is the preparation of the financial statements in accordance with the regulatory basis of accounting which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARs:

- a. The selection of the financial reporting framework to be applied in the preparation of financial Statements
- b. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error
- c. The prevention and detection of fraud
- d. To ensure that the entity complies with the laws and regulations applicable to its activities
- e. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statement
- f. To provide us with:
 - Access to all information of which you are aware that is relevant to the preparation and presentation of the financial statements, such as records, documentation, and other matters
 - Additional information that may be requested for the purpose of the preparation of the financial statements, and
 - Unrestricted access to persons within the organization of whom we determine necessary to communicate.


The financial statements will not be accompanied by a report. However, you agree that the financial statements will clearly indicate that no assurance is provided on them. The financial statements will not include a statement of cash flows and substantially all disclosures required by accounting principles generally accepted in the United States of America. You agree that the financial statements will clearly indicate that the statement of cash flows and substantially all required disclosures are omitted

Other relevant information

Our fees for these services will be \$7,500 annually with a 4% annual increase: subject to renegotiation in the event of unanticipated changes in work level.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our engagement to prepare the financial statements described herein, and our respective responsibilities.

Sincerely yours,



Carrie Troup, C.P.A.

Acknowledged and agreed on behalf of San Antonio Basin Water District by:

Kevin Merrill, Director

May 19, 2020

**BEFORE THE BOARD OF DIRECTORS OF THE
SAN ANTONIO BASIN WATER STORAGE DISTRICT**

IN THE MATTER OF:

RESOLUTION NO. 20-03

**RESOLUTION APPROVING NOTIFICATION TO SAN ANTONIO BASIN
GROUNDWATER SUSTAINABILITY AGENCY OF THE SAN ANTONIO BASIN
WATER DISTRICT'S INTENT TO REPLACE CACHUMA RESOURCE
CONSERVATION DISTRICT AS A MEMBER**

WHEREAS, the California legislature passed a statewide framework for sustainable groundwater management, known as the Sustainable Groundwater Management Act (California Water Code § 10720 *et seq.*) as amended, which became effective January 1, 2015 (SGMA); and

WHEREAS, pursuant to the SGMA, sustainable groundwater management is intended to occur pursuant to Groundwater Sustainability Plans (GSP) that are created and adopted by local Groundwater Sustainability Agencies; and

WHEREAS, pursuant to Water Code §10723(a), a Local Agency or combination of Local Agencies, as defined in Water Code §10721(n), may decide to become or form a Groundwater Sustainability Agency; and

WHEREAS, the Los Alamos Community Services District and the Cachuma Resource Conservation District (CRCD) are "Local Agencies" as defined in Water Code §10721(n), and entered into that certain *Joint Exercise of Powers Agreement of the San Antonio Basin Groundwater Sustainability Agency* (the "JPA"), pursuant to which (i) those Districts formed the San Antonio Basin Groundwater Sustainability Agency (the "GSA") and (ii) are the Members of the GSA as defined therein;

WHEREAS, Section 6.2 of the JPA provides that, "If at any time the landowners in the [San Antonio Creek Valley Groundwater] Basin form a water district whose boundaries include lands that (i) overlie the Basin, and (ii) represent more than fifty percent (50%) of all groundwater extractions from the Basin . . . ("Water District"), the Water District shall be entitled, upon written notice ("Notice") to the Agency, to be substituted for the CRCD as a Member of the Agency."; and

WHEREAS, as a condition of the District's formation, the Santa Barbara Local Agency Formation Commission requires that the District substitute for the CRCD as a Member of the GSA by June 30, 2020; and

WHEREAS, the District is now a duly formed and organized California water district, operating and existing pursuant to the California Water District Law (California Water Code § 34000, *et seq.*), and satisfies the criteria set forth in Section 6.2 of the JPA as a Water District eligible to be substituted for the CRCD as a Member.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS: that the Board of Directors of the San Antonio Basin Water District declares and directs as follows:

1. That the Board of Directors of the District desires to exercise the option to which it is entitled under the JPA to substitute for the CRCD as a Member of the GSA.
2. The Board of Directors of the District approves the form of notification attached hereto as Exhibit "A", which notification will serve as the Notice defined in the JPA.

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 May 19, 2020.

WITNESS my hand and seal of said Board of Directors, May 19, 2020.

Secretary of the Board of Directors

Exhibit “A”

“Notice”

SAN ANTONIO BASIN WATER DISTRICT

1005 S. Broadway - Santa Maria, California 93454

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

May 14, 2020

Cachuma Resource Conservation District
920 East Stowell Road
Santa Maria, CA 934354

Los Alamos Community Services District
82 North Saint Joseph
Los Alamos, CA 93440

Re: Substitution of San Antonio Basin Water District

Dear Sirs/Madams:

I write this letter to you in your agencies' capacities as Members of the San Antonio Basin Groundwater Sustainability Agency (the "GSA") pursuant to that certain "Joint Exercise of Powers Agreement of the San Antonio Basin Groundwater Sustainability Agency" (the "JPA"). Capitalized terms in this letter are intended to have the meaning attributed to them in the JPA unless otherwise noted.

The JPA provides in relevant part that a Water District satisfying the criteria specified in the JPA shall be entitled, upon written notice to the GSA, to substitute for the Cachuma Resource Conservation District as a Member of the GSA. (JPA, Sec. 6.2.)

The San Antonio Basin Water District (the "District") is now duly formed and operating, and satisfies the criteria of a Water District as set forth in the JPA. This letter serves as Notice to the GSA of the District's intent to substitute for the CRCD as a Member of the GSA for all purposes.

We intend for the substitution to be effective immediately upon your receipt of this letter.

Thank you for your cooperation.

Very truly yours,

Kevin Merrill
President, Board of Directors

**BEFORE THE BOARD OF DIRECTORS OF
SAN ANTONIO BASIN WATER DISTRICT**

IN THE MATTER OF:

Resolution No. 20-04

**RESOLUTION ADOPTING PROPOSITION 218 ASSESSMENT BALLOT PROCEDURES
AND CALLING FOR AN ASSESSMENT BALLOT PROCEEDING
ON PROPOSED ASSESSMENT**

WHEREAS, through the adoption of Proposition 218 which added Article XIID, Section 4, the State of California’s Constitution requires that public agencies present proposed assessments on property (including the initial adoption of those assessments) to the owners of said property for approval or rejection; and

WHEREAS, Article XIID of the California Constitution imposes certain procedural and substantive requirements relating to assessments (as defined therein); and

WHEREAS, as authorized by Water Code Section 36550 *et seq.*, and specifically as authorized by Water Code Sections 36578 and 36579, this Board has determined that it is necessary to adopt an assessment to cover certain of the District’s estimated costs; and

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

WHEREAS, one purpose of the formation of the District is, among other things, to contribute to the implementation and enforcement of the Sustainable Groundwater Management Act (“SGMA”) within the San Antonio Creek Valley Groundwater Basin (the “Basin”), including through the District’s membership in the San Antonio Basin Groundwater Sustainability Agency (“GSA”); and

WHEREAS, the Board is in receipt of an Engineer’s Report, entitled “Engineer’s Report for the San Antonio Basin Water District” prepared for the District in compliance with Proposition 218 by certified professional engineer Kari Wagner, PE of the Wallace Group and attached to this Resolution as Exhibit A; and

WHEREAS, the Engineer’s Report discusses the District’s anticipated costs and required revenues and the need for the District to impose an assessment to cover those costs; and

WHEREAS, the Engineer’s Report recommends that the District levy a proposed assessment on two categories of land: Irrigated Agriculture and Non-Irrigated Agriculture; and

WHEREAS, the purpose of the proposed assessment and special benefits to land in each category is further described in the Engineer’s Report; and

WHEREAS, the Board believes it to be in the best interest of its landowners to record its decisions regarding implementation of Proposition 218’s provisions relating to the assessment and to provide its landowners with a guide to those decisions and how they have been made.

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 call for an assessment ballot proceeding to provide its landowners with a say in the adoption of the proposed assessment. Additionally, it is the District's intent in adopting this Resolution to call for an assessment ballot proceeding that is consistent, and in compliance with Article XIID, Section 4 of the California Constitution and with Proposition 218's Omnibus Implementation Act codified in Government Code sections 53750 through 53758.

2) **Assessment Ballot Proceedings.** The following procedures shall be used by the District in an assessment ballot proceeding for adopting the proposed assessment as required by Article XIID, Section 4 of the California Constitution:

A. **Engineer's Report.** The District has received an Engineer's Report prepared by the Wallace Group, which is attached to this Resolution as Exhibit A. The Engineer's Report complies with the applicable state statutes authorizing the assessment and with Article XIID, Section 4 of the California Constitution. The Engineer's Report explains the special benefit conferred by the proposed assessment. Additionally, the Engineer's Report provides the evidence upon which this Board may find that a special benefit exists and the amount of that special benefit per parcel.

B. **Amount and Duration of Assessment:** For purposes of the assessment, as authorized by Water Code section 36579, lands within the District shall be split into three categories of land as more fully described in the Engineer's Report and charged separately in proportion to and not exceeding the special benefits derived by their lands. The categories are Irrigated Lands, Non-Irrigated Lands, and Non-Overlying Lands. "Non-Overlying" describes lands within the District but outside of the SWR Bulletin 118 boundary of the Basin. Non-Overlying Lands will not be assessed as they are not subject to SGMA. Portions of one parcel may fall into multiple categories and each portion will be assessed according to the criteria for its corresponding category. The manner in which a parcel is assessed may vary from time to time if and as land use on that parcel changes. If approved, the assessment may be imposed annually up to the maximum approved value.

1. **Irrigated Lands:** The maximum proposed assessment is \$60.00 per acre.
2. **Non-Irrigated Lands:** The maximum proposed assessment is \$0.50 per acre.
3. **Non-Overlying:** Lands in this category will not be assessed.

Provided a minimum assessment of \$50.00 per landowner shall be assessed in light of the costs associated with collecting the assessment.

C. **Notice.** The following guidelines shall apply to giving notice of the proposed assessment and the public hearing relating to its adoption.

1. The recorded owner(s) of each parcel to be assessed shall be determined from the last equalization property tax roll from the County Assessor. If the roll shows more

than one owner at a single address, only one ballot and notice will be mailed to those owners at that address. If the property tax roll indicates more than one owner at separate addresses, ballots and notices will be mailed to the owners at those separate addresses as reflected in the roll. If the property is held in trust the notice shall be sent to the trustee as reflected in the last equalization property tax roll. Only property owners shall receive notices and ballots.

2. The final as adopted notice shall be sent at least forty-five (45) days prior to the date set for the public hearing on the proposed assessment.
3. On the face of the envelope mailed to the record owner, in which the notice and ballot are enclosed, there shall appear in substantially the following form in no smaller than 16-point bold type: "OFFICIAL BALLOT ENCLOSED."
4. The notice provided by this section and in accordance with Article XIID, Section 4 of the California Constitution and Government Code Section 53753(a) shall supersede and be in lieu of any other statutes requiring notice to levy or increase an assessment.
5. Failure of any person to receive notice shall not invalidate the proceedings.
6. The final as adopted general form of the notice is attached to this resolution as Exhibit B.

D. Assessment Ballot. The following guidelines shall apply to the ballot:

1. The official as adopted ballot required by Article XIID, Section 4(d) of the California Constitution shall be mailed to all property owners of record receiving notice as described in section 2(C) herein at least forty-five (45) days prior to the date of the public hearing on the proposed assessment.
2. As required by Article XIID, Section 4(e) of the California Constitution and Government Code Section 53753(b), the ballots will be weighted according to the proportional financial obligation on the affected property, that being the total proposed assessment for each property owner.
3. The Board hereby designates Kari Wagner, PE of the Wallace Group to act as the "Designated Individual" for purposes of overseeing the tabulation of the ballots, she being a disinterested party in the outcome of this proceeding.
4. All ballots must be returned to the Designated Individual by mail or in person, sealed in the envelope provided no later than the close of the public hearing. Additionally, a landowner has the right to change his or her vote at any time, and as many times as he or she wishes, up until the close of the hearing.
5. A ballot must be signed under penalty of perjury. For properties with more than one owner of record, ballots will be accepted from each owner of record. Each owner of record is entitled to vote. The Designated Individual shall apportion the

voting rights between owners based upon the respective interests as he or she deems correct, proper and appropriate. However, if only one owner of record votes, the Designated Individual shall tabulate that vote on behalf of the entire parcel. Additionally, if a parcel has more than one owner but not all of the owners submit a ballot, the Designated Individual will apportion the received ballots in proportion to reflect a one-hundred percent (100%) vote for the parcel. Therefore, if a parcel has three (3) recorded owners but only two (2) ballots are submitted the submitted ballots will each be apportioned to reflect fifty percent (50%) of the vote for the parcel so that a total vote of one-hundred percent (100%) is recorded for the parcel.

6. Because the proposed assessment is property related it is the responsibility of the parcel's owner; therefore, a tenant of real property shall not have the power or authority to submit a ballot. **Only landowners have the authority to vote on the proposed assessment.**
 7. Only ballots with original signatures, not photocopies of signatures, will be accepted.
 8. The Designated Individual may issue a duplicate ballot to any property owner who wishes to change their submitted ballot or whose original ballot was lost or destroyed. Such duplicate ballot shall be clearly marked as duplicate and shall be accompanied by sufficient information for the Designated Individual to verify the location and ownership of the property in question and the identity of the individual casting the ballot in order to verify its authenticity.
 9. As provided for in Government Code section 53753(e)(6), this "assessment ballot proceeding" is not an election for purposes of conforming to the Election Code or Article II of the California Constitution.
 10. Although an assessment ballot is a "public record" as that phrase is defined by the Public Records Act, the ballots will not be counted until the end of the noticed hearing and therefore, to prevent possible harassment and intimidation of property owners, the ballots shall not be open to public inspection until the conclusion of the assessment ballot proceedings in accordance with Government Code Section 53753(e)(2). During and after the tabulation, the assessment ballots and the information used to determine the weight of each ballot shall be equally available for inspection by both proponents and opponents of the proposed assessment. The ballots shall be preserved by the District for a minimum of two years, after which they may be destroyed as provided by Law.
 11. The final as adopted general form of the ballot is attached to this resolution as Exhibit C.
- E. **Mailing of Notice and Ballot.** In accordance with Government Code Section 53753(b) the Notice and Ballot described herein in sections 2(C) and 2(D) respectively shall be mailed jointly to the record owner of the affected parcels as determined from the last equalization property tax roll at least forty-five (45) days prior to the public hearing on that

matter in an envelope which shall provide on its face in the following in font no smaller than 16-point bold type: "OFFICIAL BALLOT ENCLOSED". The provided ballot return envelope shall also be clearly marked on its face so that it may be readily identified upon its return.

F. **Public Hearing.** In accordance with the California Constitution, the Board shall hold a public hearing at least forty-five (45) days after the mailing of the notice and ballot. The hearing shall substantially follow the procedures set forth herein:

1. At the public hearing, the District's Board of Directors shall hear public testimony regarding the proposed assessment and accept ballots up until the close of the public hearing. No ballot will be accepted after the hearing is closed.
2. The then presiding President of the Board of Directors may impose reasonable time limits on both the length of the hearing and the length of each speaker's testimony.
3. The District's Board of Directors may continue the hearing as it deems appropriate.
4. The District's Board of Directors shall accept ballots on the proposal until the close of the public hearing. No Ballots shall be accepted for tabulation after the conclusion of the public hearing.
5. A property owner has the right to withdraw a ballot submitted previously and to submit a new or changed ballot up until the conclusion of the public hearing on the proposed assessment.

G. **Tabulating Ballots.** In accordance with the California Constitution, the following guidelines shall apply to the tabulating of the assessment ballots:

1. At the conclusion of the public hearing, or shortly thereafter, the Designated Individual shall begin the tabulation of the ballots, including those received during the public hearing.
2. The Designated Individual shall tabulate ballots. To the extent the Designated Individual relies on District staff or staff at the Wallace Group to assist tabulation of ballots, she shall directly oversee their activities.
3. In accordance with Article XIIIID, Section 4(e) of the California Constitution and Government Code Section 53753(b), the ballots will be weighted according to the proportional financial obligation of the affected property.
4. The Designated Individual shall determine the validity of all ballots. The Designated Individual shall accept as valid all ballots except those in the following categories:
 - a) A photocopy of a ballot which does not contain an original signature;
 - b) An unsigned ballot;

- c) A ballot which lacks an identifiable “yes” or “no” vote;
 - d) A ballot which appears to be tampered with or otherwise invalid based upon its appearance, method of delivery or other circumstances.
5. The Designated Individual’s determination, after consultation with District Counsel, that a ballot is invalid shall be final and may not be appealed to the Board of Directors.
 6. The Designated Individual may not and will not begin tabulation of the ballots prior to the conclusion of the public hearing. All ballots are to remain sealed until the tabulation begins after the conclusion of the public hearing.
 7. As previously stated, a property owner has the right to withdraw a ballot submitted previously and to submit a new ballot up until the conclusion of the public hearing. To facilitate this submission of a new ballot, the Designated Individual shall issue a duplicate ballot. Such duplicate ballot shall be clearly marked as duplicate and shall be accompanied by sufficient information for the Designated Individual to verify the location and ownership of the property in question and the identity of the individual casting the ballot in order to verify its authenticity. The withdrawn ballot, or ballots, shall not be used in vote tabulation even if the newly submitted ballot is rejected for reasons identified in section 2(G)(4) above.
 8. A property owner’s failure to receive an assessment ballot shall not invalidate the proceedings conducted under this section and Article XIID, Section 4 of the California Constitution.

H. Notification of Results of the Proceeding. The following guidelines shall apply to notifying landowners of the results of the proceeding and the effect those results will have upon the District.

1. If according to the final tabulation of the ballots, ballots submitted against the assessment exceed the ballots submitted in favor of the assessment, weighted according to the proportional financial obligation of the affected property, the District’s Board of Directors will not impose the assessment.
2. The results of the proceeding shall be posted at the District’s office or at a conspicuous place within the District if the District does not have an office by that time and read into the minutes of the first regularly scheduled Board meeting following the proceeding.
3. A property owner’s failure to receive an assessment ballot shall not invalidate the proceedings conducted under this section and Article XIID, Section 4 of the California Constitution.

3) Adoption of Engineer’s Report and Call for an Assessment Ballot Proceeding. Having reviewed the Engineer’s Report, the Board of Directors hereby agrees with and adopts its

conclusions and calls for an “assessment ballot proceeding” for the proposed assessment as provided for herein.

4) Hearing. The hearing on the adoption of the proposed assessment shall be held at __:00 p.m. on July 21, 2020, at the Los Alamos Community Services District, 82 North Saint Joseph, Los Alamos, California 93440

5) Notices. District personnel, including consultants, are hereby directed to prepare and send out notices and ballots as described herein for that proceeding.

6) Prepayment of Assessments. If a landowner hereafter pays all or a portion of their proposed assessment but prior to the assessment being due and payable, and this assessment ballot proceeding results in approval of the proposed assessment, then such landowner will be credited for such prepayment against the amount of the assessment that is otherwise due and payable.

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.

Secretary of the Board of Directors

Attachments: Exhibit A: Engineer’s Report
Exhibit B: Form of Notice – Assessment Ballot Proceedings
Exhibit C: Form of Assessment Ballot

EXHIBIT A
ENGINEER'S REPORT

Engineer's Report
For the
San Antonio Basin Water District
A California Water District (WC 34000 et seq)

PREPARED BY



WALLACE GROUP

Benefit Assessment Evaluation
California Proposition 218

May 12, 2020

THIS PAGE LEFT INTENTIONALLY BLANK

Engineer's Report

San Antonio Basin Water District A California Water District Pursuant to Water Code Section 34000 et seq

CERTIFICATION

Professional Engineer

This report was prepared by, or under the direction of, the following Professional Engineer in accordance with the provisions of Section 6700 of the Business and Professions Code of the State of California.

Civil Engineer:

Kari Wagner, PE 66026
Principal/Director of Water Resources
Wallace Group

Table of Contents

CERTIFICATION	i
1.0 Introduction and Background	1
1.1 LAFCO Application/Formation Process	3
2.0 Regulatory Requirements, Proposition 218	3
2.1 Benefits Provided by the District.....	3
3.0 Proposed District Budget and Funding	4
3.1 Description of Budget Items	5
4.0 Determination of Benefit Assessments.....	9
4.1 Classes of Assessments	9
Irrigated Agriculture.....	9
Non-Irrigated Agriculture	9
Non-Overlying Property.....	9
Additional Property Designation Information	9
4.2 Water Use Factors	10
Irrigated Agriculture.....	10
Non-Irrigated Agriculture	10
4.3 Funding.....	10
4.4 Maximum Assessments	10
Appendix A GSA Approved Budget.....	11
Appendix B Assessment Diagram and Legal Description.....	12
Appendix C Assessment Roll	13

List of Figures

Exhibit A - Boundary Map, Proposed San Antonio Basin Water District.....	2
--	---

List of Tables

Table 1. Preliminary Budget	8
Table 2. Total Maximum Assessments	10

1.0 Introduction and Background

Local agencies, including California water districts, are empowered to manage groundwater under authority granted in the California Water Code and other applicable State statutes. In 2014, the State Legislature established a three-bill package known as the Sustainable Groundwater Management Act (SGMA). SGMA provides a framework of authorities and actions for local, sustainable management of groundwater, with a backstop for state intervention if necessary, to manage groundwater basins. SGMA defines sustainable groundwater management as “the management and use of groundwater in a manner that can be maintained during the planning and implementation horizon without causing undesirable results.” SGMA builds upon the existing groundwater management provisions of AB 3030 (1992), SB 1938 (2002), AB 359 (2011), and SB X7- 6 (2009).

California water districts are formed pursuant to the California Water District Law (Water Code Section 34000 *et seq.*). “The formation proceedings may be intimated by the holders of title to a majority of land in the area which is capable of using water beneficially for irrigation, domestic, industrial or municipal purposes...” (WC Section 35153)

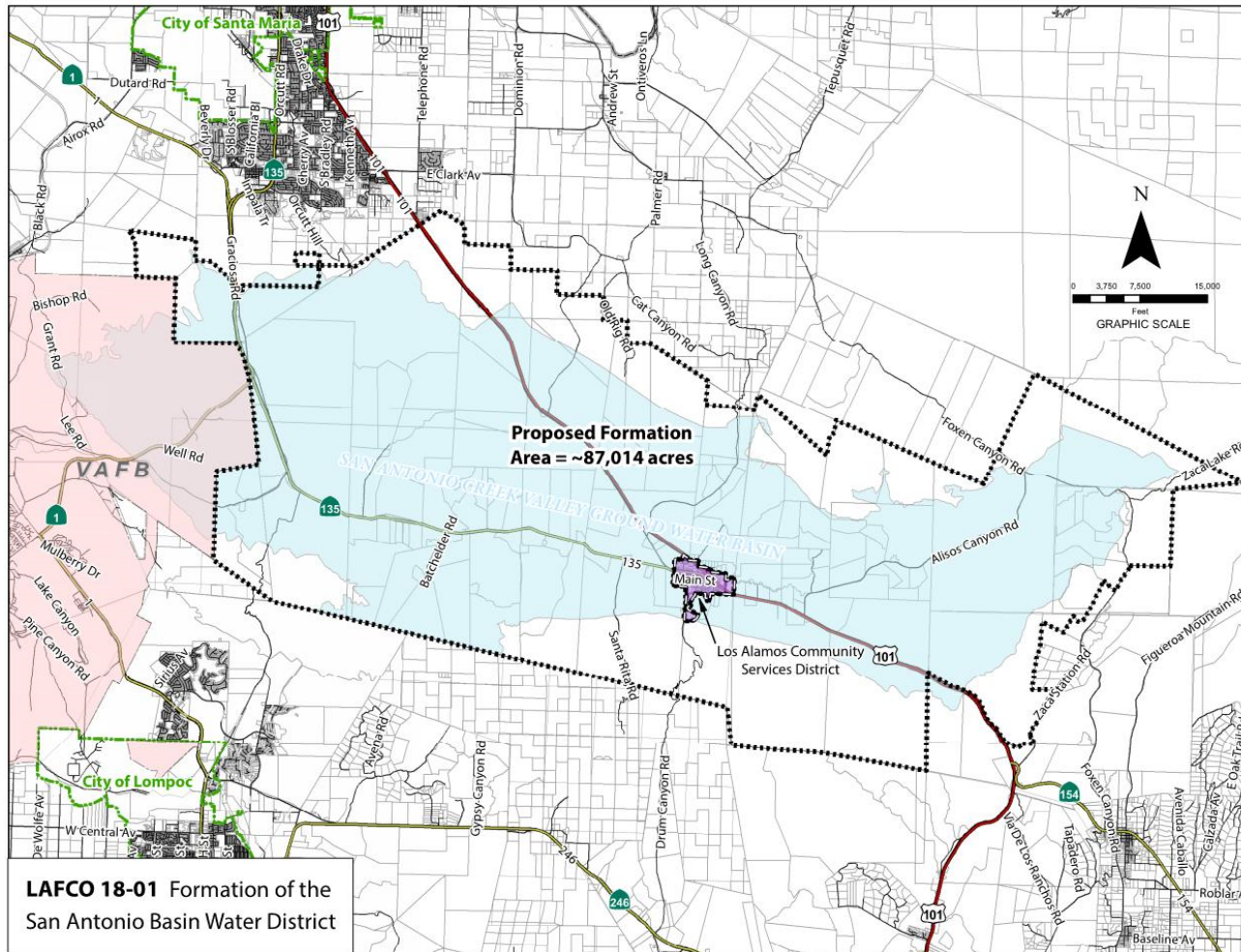
The San Antonio Basin Water District (Exhibit A) (the “District”) is located entirely in Santa Barbara County and comprises approximately **86,484 acres**. The purpose of the District is to sustainably manage, protect and enhance the groundwater resource as an adjunct to each property within the District while preserving the ability of agricultural lands to remain productive. The District focuses its water management responsibilities primarily on use of groundwater for agricultural purposes.

In accordance with formation procedures administered by the Santa Barbara County Local Agency Formation Commission (LAFCO), an election was conducted on April 7, 2020 and over 79% of the acreage held by landowners in the District voted in favor of formation. The election was certified by the County Clerk on April 15, 2020 and the first meeting of the Board of Directors was held on May 19, 2020.

The District was formed in part to effect compliance with SGMA and provide its landowners an opportunity to participate in the SGMA implementation process. The District has various powers under the California Water District Law in addition to those provided under SGMA and may ultimately exercise those powers in a manner that is not directly related to SGMA. However, for the foreseeable future, the District will focus its efforts on achieving SGMA compliance through its participation in the San Antonio Basin Groundwater Sustainability Agency (GSA) whom will develop a Groundwater Sustainability Plan (GSP) for the San Antonio Creek Valley Groundwater Basin (Basin). It is that purpose for which this District intends to levy a special assessment.

The map in Exhibit A shows the boundaries of the District and of the Basin (reference, DWR Bulletin 118).

Exhibit A - Boundary Map, Proposed San Antonio Basin Water District



** Note, acreage identified in this exhibit is based on GIS data. Acreage used for the Engineer's Report and Assessment Roll is based on the County Assessor's Office Tax Roll.

1.1 LAFCO Application/Formation Process

As the initial part of the LAFCO process, petitions were circulated to property owners that desired for their property to be part of the District. Once the petitions were submitted to LAFCO and verified by the County, and a preliminary District boundary map provided, LAFCO considered the conditional approval of the District formation and a funding method (Engineer's Report) as well as any protests to the formation. Conditional approval by LAFCO was granted on July 11, 2019, and an election date was set for April 7, 2020 for the District's official formation and the election of the District's five-member Board of Directors (Board).

The Board is the governing body of the District, established by law to administer the operation of a California Water District. The Board is initially composed of five elected directors, each of whom must be a landowner within the District or the legal representative of a landowner within the District.

In its conditional approval, LAFCO required the establishment of a mechanism to fund the District's operations. This report provides the basis for a "special assessment" to be adopted in accordance with Proposition 218, consistent with LAFCO's requirement.

2.0 Regulatory Requirements, Proposition 218

In November of 1996, California voters approved Proposition 218, a Constitutional initiative titled "The Right to Vote on Taxes Act". The purpose of the initiative was to ensure that taxes, assessments, and most fees and charges on property owners were subject to voter approval. Proposition 218 applies to general taxes that were imposed in 1995 or 1996 without a vote of the people, or the raising of new taxes, assessments, or property-related fees and charges after 1996.

Proposition 218 added Article XIII D to the California Constitution. Article XIII D, Section 4, establishes the procedure for adoption of a special assessment. First, a detailed engineer's report supporting the assessment must be prepared. That is the purpose of this report. Information regarding the proposed assessment, including a voting ballot, must be mailed to every property owner in the District. The District must then conduct a public hearing with no less than 45 days between the mailing of the notice and the hearing. At the public hearing, the District will consider all protests to the proposed assessment and tabulate ballots. The assessment will not be levied if upon the conclusion of the hearing, weighted ballots submitted in opposition to the proposed assessment exceed the weighted ballots submitted in favor of the assessment. The ballots shall be weighted according to the proportional financial obligation of the affected properties. If ballots representing a majority of the financial obligation of the affected property are in favor of the assessment, the District may act to implement the assessment.

2.1 Benefits Provided by the District

Proposition 218 makes a distinction between general and special benefits provided by a project or service. A general benefit is defined as something that benefits the general public, such as ambulance service, libraries, police stations, or business improvements. A special benefit is defined as a particular benefit to land and buildings. Only special benefits can be assessed.

In the case of the District, all parcels within the District will have special benefits conferred upon them by virtue of having direct and local influence over the development of the GSP and achieving compliance with SGMA. These are particular and distinct benefits, and it is these benefits upon which an assessment will be levied.

No parcels outside of the District, or portions of parcels lying outside the boundaries of the Basin will receive the benefits described herein and will therefore not be subject to the assessment.

Other special benefits include:

- The opportunity to organize and assert local control in the implementation of SGMA. There is a special benefit for parcels within the District's boundaries due to the District's involvement with SGMA. The time spent by the District's management and staff coordinating with other entities in the Basin will allow the voices of the landowners within the District to be heard. This representation will benefit principally irrigated acreage, but all landowners in the District will be able to have a voice in the discussions and all will achieve the necessary SGMA compliance required of irrigated and non-irrigated lands alike.
- The benefit of being within a District, the actions of addressing groundwater change and groundwater pumping and the time and effort of the District staff to maintain conformance with State regulations and laws will allow for representation of all lands within the District, particularly for SGMA purposes.
- Notably, the State Water Resources Control Board (SWRCB) can and will intervene to implement SGMA in the Basin if the GSA is unable to comply with the law. If that were to occur, landowners would be subject to the SWRCB fee schedule, which would be applied directly to each extractor/landowner. The fees are presently (i) \$100 per well and (ii) (a) \$40 per AFY (if the Basin were put into probation for failure to comply with SGMA) or (b) \$55 per AFY (upon the Basin being subject to a SWRCB interim plan), plus cost for needed studies.
- The District benefit component is determined based upon the anticipated annual expenses of the District.
- The opportunity as a public agency to apply and receive State and Federal grant and loan funding for water management planning and improvements within the District; and
- The opportunity as a public agency to secure supplemental water to improve conditions within the District.

3.0 Proposed District Budget and Funding

The District Board will employ or contract with a part time administrator to guide District and SGMA efforts. That individual or firm will supply administrative services as needed for billing, accounts receivable, accounts payable, District outreach and biannual election mailings. The District will also contract with Engineering firm(s) in a cooperative effort with other members of the San Antonio Basin GSA to write the GSP.

Specialized contract consultant engineering services, including hydrological technical support, may be needed to define aspects of the Basin and verify that the GSP is drafted in a manner consistent with SGMA regulations. Technical reports will be produced in support of defining the Basin and sub areas within the Basin.

The initial task of the District will be to participate in the development of the GSP for the Basin. Once the GSP for the Basin has been written and approved by the State there will be another period of intense effort to implement the GSP.

After State approval of the GSP, the District will be empowered to begin GSP implementation through its participation in the GSA. As part of the GSP, the District's Board may choose, in coordination with the GSA Board, to expand its mission to take on projects to increase water infiltration, purchase imported surface water supplies, or other management actions that may be presented in the GSP. The exact tasks

and management actions necessary and appropriate for SGMA compliance will be defined in the GSP. There will be a continued need for data collection. If the District Board chooses to pursue such opportunities, funding for those projects might require a separate Proposition 218 proceeding.

The District has prepared a budget for District operations in accordance with Proposition 218, Article XIII D, Section 4 of the California State Constitution. A preliminary budget is shown in Table 1. In order to clearly relate the proposed budget expenditures to the special benefits accruing to properties in the District, a description of Budget Items is provided in Section 3.1. This budget is subject to revision as the Board develops the District's financial plan. Note, there is a 4% escalation factor provided on all budget line items.

3.1 Description of Budget Items

1. Contract Executive Director/General Manager

A contract manager or firm selected by the Board of Directors (BOD) will coordinate and attend board meetings, prepare agendas and board packets, prepare meeting minutes and follow-up, general executive director duties, develop and administer annual budget, coordinate with an accounting firm and engineering firm. Position may also include duties for compiling and maintain records and provide property owners with information regarding their groundwater interests. To be conservative and to capture miscellaneous costs for these services, such as mailings and postage, \$40,000 per year has been budgeted with escalation.

2. Employment Taxes and Benefits

This item provides for the required regulatory employment taxes and potential benefits for the District's employees, currently envisioned as the General Manager. This amount was estimated to be 35% of the salary costs.

3. Audit & Financial Reporting

A contract person or firm selected by the BOD will provide basic accounting, financial, secretarial, billing, mailing, etc. The proponents have budgeted \$7,500 per year.

4. Contract Administration

A contract person or firm selected by the BOD will provide the accounting, billing and mailing of the assessment. The proponents have budgeted \$25,000 per year.

5. Legal Services

Legal services will be required to establish the District and to provide the necessary legal support to remain in compliance with SGMA and to ensure that the District's activities are compliant with Proposition 218. A legal firm selected by the BOD will provide legal services. The proponents have budgeted \$30,000 per year.

6. Meeting Room Lease

In-kind services agreement with Los Alamos Community Services District for use of their meeting room for Board meetings, GSA meetings, etc.

7. **Web Page Support**
A contract person or firm selected by the BOD will provide web page support for the District. The proponents have budgeted \$1,200 per year.
8. **Conferences/Training**
Provide budget for Board members to attend ACWA or CSDA conferences and required ethics training. The proponents have budgeted \$5,000 per year.
9. **Travel**
Provide limited travel, as necessary to meet with DWR, trainings, and conferences. The proponents have budgeted \$3,500 per year.
10. **Insurance Errors and Omissions & Board**
Insurance will be necessary to protect the activities of the District and the individual property owners for activities conducted on their properties. Insurance will include General Liability. The proponents have budgeted \$8,000 per year.
11. **Office Supplies**
Office supplies are a necessary operating expense to support the normal office duties and administration of the assessments for each parcel. The proponents have budgeted \$2,000 per year.
12. **Postage/Printing**
Postage and printing of assessments and public notices are necessary requirements for legal notifications required for each property owner. The proponents have budgeted \$5,000 per year.
13. **Board Elections**
Necessary for all District members to elect a governing board for the District. Election costs will be incurred with the Clerk- Recorder's Office. The proponents have budgeted \$2,000 per year.
14. **ACWA and/or CSDA Membership**
Association of California Water Agencies (ACWA) and the California Special Districts Association (CSDA) are organizations that will be instrumental in helping public agencies and small water agencies to comply with SGMA. Membership will be valuable to the property owners in the District to assist with this training and information. The proponents have budgeted \$1,000 per year.
15. **LAFCO District Fees**
LAFCO fees are attributable for the inclusion of each parcel in the proposed District. Later, it is anticipated there will be annexations or de-annexations and changes to the Sphere of Influence for the District. Costs are based on standard fees that all Districts pay for specific requests and for LAFCO's annual fees to all special districts. The proponents have budgeted \$1,000 per year.

16. Telephone/Computer/Internet Services

These costs are necessary for communication with each property owner and with the regulatory agencies. The proponents have budgeted \$3,000 per year.

17. Contingency/ Budget Reserves

A contingency fund of 10% is being set aside for budgeting purposes to augment any of the items above.

18. GSA Budget Plus 10% Contingency

This budget is established by the San Antonio Basin GSA. The GSA budget is the estimated budget to prepare the Groundwater Sustainability Plan and elements related to the development and implementation of the GSP as detailed in the GSA budget, provided in the Appendix.

Table 1. Preliminary Budget

Five Year Operating Expenditures for the **San Antonio Basin Water District**

Initial budget and anticipated expenses for the service provided as of **5/8/2020, rounded to the nearest 100.**

	Budget Item Description	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25
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	\$7,500	\$7,800	\$8,100	\$8,400	\$8,700
4	Contract Administration	\$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
	SUBTOTAL	\$149,400	\$155,200	\$161,500	\$168,100	\$175,000
17	Contingency 10 %	\$14,900	\$15,500	\$16,200	\$16,800	\$17,500
	SUBTOTAL	\$164,300	\$170,700	\$177,700	\$184,900	\$192,500
18	GSA Budget with 10% Contingency	\$458,900	\$214,600	\$762,300	\$765,200	\$714,300
	TOTAL	\$623,200	\$385,300	\$940,000	\$950,100	\$906,800
					Five Year Average:	\$761,080

4.0 Determination of Benefit Assessments

The following sections discuss the determination of the benefit assessments:

4.1 Classes of Assessments

Consistent with Water Code section 36578, the District intends to levy two classes of assessments, one for Irrigated Agriculture and the other for Non-irrigated Agriculture. There are some parcels within the District that are either wholly or partially outside the Basin boundary. These parcels or portions of parcels are categorized as “Non-Overlying Property” and will not be subject to the assessment. The Classes of assessments are described in more detail below:

Irrigated Agriculture

Properties with Irrigated Agriculture receive a greater benefit from the availability and sustainable management of the groundwater resource than do non-irrigated properties. Because cropping patterns and weather variations combine to affect the amount of acreage to be irrigated, left fallow or utilized for a different crop, assessments are not differentiated between the types of crop. As groundwater data improves during the process of developing and implementing the GSP, including data pertaining to the level of groundwater pumping activity within the Basin, the type of crop may be irrelevant. For the purposes of this report, Irrigated Agriculture is defined as property that is being irrigated with groundwater extracted from the Basin.

Non-Irrigated Agriculture

Non-irrigated Agriculture includes rangeland, grazing land, and open space. These land uses rely much less on groundwater than Irrigated Agriculture but use some groundwater to provide for livestock operations and other minimal uses. Notwithstanding the minimal use of groundwater, Non-irrigated Agriculture lands constitute lands within the Basin with an overlying right to groundwater, and therefore do receive a special benefit from being within the District and from being directly represented in the SGMA process. Subject to the GSP for the Basin, Non-irrigated Agriculture Lands may in the future rely on groundwater to a greater degree than they do now.

Non-Overlying Property

Non-Overlying Property will not be subject to an assessment. However, as to those parcels that are wholly within the District but only partially within the Basin boundary, the portion within the Basin boundary will be assessed according to the other Classes of assessments.

Additional Property Designation Information

Regarding these designations, a particular parcel that is irrigated in one year might not be irrigated the next (and vice versa) because of fallowing and crop rotation, among other reasons. For purposes of levying this assessment the District has no way to know which parcels that have been irrigated in the past will be irrigated in any given year in the future or how much groundwater each will utilize. Consequently, the District will develop a process to adjust assessments from time to time based on these variations in land use.

The difference in water usage might be addressed at least in part with a volumetric “groundwater pumping charge” that may be part of the development of the GSP in the future. However, such a charge is out of the scope of the Engineer’s Report for this current Prop 218 process.

4.2 Water Use Factors

The following provides a discussion on the water use factors identified for each assessment class.

Irrigated Agriculture

The District is home to hundreds of acres of farmed land with a variety of crops. The water use for these crops varies. An average water use of 3.5 acre feet per acre per year (referred to herein as "AFY") has been determined for Irrigated Agriculture.

Non-Irrigated Agriculture

Depending on the terrain and carrying capacity of the land, Non-irrigated Agriculture can be dry farmed for hay, other non-irrigated crops, and for grazing. These uses are minimal and typically utilize between 0.003 and 0.03 AFY¹ and therefore are minimal users of groundwater. The estimated water use for Non-irrigated Agriculture is 1.0% of Irrigated Agriculture or 0.035 AFY. This results in an assessment for Non-Irrigated Agriculture based on water use of 0.035 AFY (1.0% x 3.5 AFY= 0.035 AFY).

4.3 Funding

The District will include all properties within the San Antonio Basin boundary. Based on the foregoing analysis, the District intends for the assessment to be \$60.00/acre for Irrigated Agriculture. This amount will not be subject to an increase absent a new assessment ballot proceeding under Proposition 218. For non-irrigated agriculture parcels it will be assessed at \$0.50/acre. Non-Overlying Property will not be assessed. It is possible that one parcel will fall under all three categories.

If the calculations set forth above result in an aggregate assessment to any owner of Irrigated Agriculture or Non-Irrigated Agriculture parcels in the District of less than \$50 on either, that owner shall be subject to a minimum assessment of \$50.

4.4 Maximum Assessments

Table 2 identifies the total maximum assessment value for each assessment class and the revenue that could be generated if the maximum assessment proposed on the District properties is collected.

Table 2. Total Maximum Assessments

Assessment Class	Total Unit (Acres)	Maximum Cost per Acre (\$)	Total Assessment (\$)
Irrigated Agriculture	13,857	60.00	831,420
Non-Irrigated Agriculture	46,549	0.50	23,275
Non-Overlying	26,078	0.00	0.00
Total Acreage	86,484	Maximum Assessment Collected	854,695

¹ SLO County Agriculture Dept., verbal
WG Project 1504-0001
San Antonio Basin Water District (WC 34000 et seq) -
Engineer's Report-Benefit Assessment Evaluation

Appendix A GSA Approved Budget



San Antonio Basin GSA
Approved 5 Year Budget July 1, 2020- June 30, 2025

Line Acct	Line Acct Title	July 2020- June 2021	July 2021- June 2022	July 2022- June 2023	July 2023- June 2024	July 2024- June 2025
Income/Inflows						
1	Anticipated DWR Grant #1 Payments	196,453	33,122			
2	Anticipated DWR Grant #2 Payments	200,000	49,400			
Total Inflows		396,453	82,522	-	-	-
Expenses/Outflows						
1	Administrative Expense/Office Exp.					
	Payroll	59,600	61,400	75,000	77,000	80,000
	Website	5,000	5,000	5,000	5,000	5,000
	Supplies	2,000	2,000	2,000	2,000	2,000
	Travel	2,000	2,000	2,000	2,000	2,000
2	Accountant	12,600	12,800	13,000	13,200	13,400
3	Community Engagement, Grant writing, and Other Non-GSP Consultants	25,000	25,000	25,000	25,000	30,000
4	Monitoring	45,153	45,153	50,000	50,000	50,000
5	Legal Counsel	42,000	45,000	45,000	45,000	45,000
6	Insurance	2,100	2,300	2,500	2,700	3,000
7	Audit Fees	3,000	3,200	3,500	3,700	4,000
8	GSP Development (GSI contract)					
	Task 1: Work Plan for GSP and Stakeholder Engagement Strategy Development	-	-			
	Task 2: Data Management System, Data Collection and Analysis, and Plan Review	0	0			
	Task 3: Description of the Plan Area, Hydrogeologic Conceptual Model, and Groundwater Conditions	54,702	0			
	Task 4: Basin Model and Water Budget	52,813	0			
	Task 5: Establish Basin Sustainability C	59,516	0			
	Task 6: Monitoring Networks	11,712	0			
	Task 7: Projects and Actions for Sustair	72,512	0			
	Task 8: Groundwater Sustainability Plan Implementation	45,076	0			
	Task 9: Groundwater Sustainability Plan Document Development	44,680	44,680			
	Task 10: Education, Outreach and Com	12,101	9,076			
	Task 11: Project Management	16,652	12,489			
	Additional GSI expenses for modeling	166,000				
	USGS Assistance with Modeling	43,417				
9	GSP Contingency					
	Addressing Data Gaps/ Model Improvement			80,000	80,000	
	Improved Monitoring			150,000	150,000	150,000
	Potential GSP Items			125,000	125,000	150,000
	Recharge Project Development			75,000	75,000	75,000
	Annual Report			40,000	40,000	40,000
Total expenditures before contingency		777,633	270,098	693,000	695,600	649,400
	Contingency (10%)	77,763	27,010	69,300	69,560	64,940
Total expenditures including contingency		855,396	297,107	762,300	765,160	714,340
Net Funding Needed		458,944	214,585	762,300	765,160	714,340

Appendix B Assessment Diagram and Legal Description

A copy of the Assessment Diagram and Legal Description can be found at the following website:

<https://sanantoniobasinwd.org/>

A hard copy of the Assessment Diagram and Legal Description can be found at the following address:

San Antonio Basin Water District
900 East Main Street, Suite 104
Santa Maria, CA 93454

Appendix C Assessment Roll



No.	APN	OWNER	C/O	MAILING ADDRESS	Gross Acreage	Non- Overlying Acres	Irrigated Acres Within Basin	Non-Irrigated Acres	Assessment
0001	099-030-066	7K RANCH, LLC		GERALD KILGALLON PO Box 167, Los Alamos, CA 93440	901.52	0.00	85.00	816.52	\$ 5,508.26
0002	101-100-035	830 CAT CANYON, LLC		James Castillo PO Box 7, LOS ALAMOS, CA 93440	480.23	0.00	0.00	480.23	\$ 240.12
0003	099-010-051	A & E BARCA RANCH, LLC		Janice Battles 922 E EVERGREEN AVE , SANTA MARIA, CA 93454	810.64	370.51	132.17	307.96	\$ 8,084.18
0004	101-090-018	ABELOE, CARL C JR & LISA M LIVING TRUST 11/28/12		PO BOX 195, LOS ALAMOS, CA 93440	4.15	0.00	0.00	4.15	\$ -
0004	101-090-023	ABELOE, CARL C JR & LISA M LIVING TRUST 11/28/12		PO BOX 195, LOS ALAMOS, CA 93440	5.12	0.00	0.00	5.12	\$ 50.00
0005	101-090-019	ABELOE, TIFFANY N REVOCABLE TRUST		1125 MARGARITA AVE, GROVER BEACH, CA 93433	2.56	0.00	0.19	2.37	\$ 50.00
0006	101-120-026	ALEXANDER, ROBERT S		9120 North Hwy 101, LOS ALAMOS, CA 93440	5.00	0.00	0.00	5.00	\$ 50.00
0007	133-130-043	ALISOS CANYON, LLC	Marvin & Paulette Teixeira	5235 FOXEN CANYON RD, SANTA MARIA, CA 93454	32.96	0.00	16.25	16.71	\$ 983.36
0008	133-100-070	ALISOS RANCH, LLC	Peter Nolan	58 11TH ST, HERMOSA BEACH, CA 90254	208.33	0.00	99.58	108.75	\$ 6,029.18
0008	133-100-071	ALISOS RANCH, LLC	Peter Nolan	58 11TH ST, HERMOSA BEACH, CA 90254	305.21	0.00	0.00	305.21	\$ 152.60
0009	101-300-001	B E CONWAY ENERGY, INC		PO BOX 2050, ORCUTT, CA 93457	270.42	235.30	0.00	35.12	\$ 17.56
0009	101-300-002	B E CONWAY ENERGY, INC		PO BOX 2050, ORCUTT, CA 93457	194.79	52.89	0.00	141.90	\$ 70.95
0009	101-300-003	B E CONWAY ENERGY, INC		PO BOX 2050, ORCUTT, CA 93457	20.32	6.79	0.00	13.53	\$ 6.77
0009	101-300-004	B E CONWAY ENERGY, INC		PO BOX 2050, ORCUTT, CA 93457	514.30	202.58	0.00	311.72	\$ 155.86
0010	101-120-025	CHRISTOPHER BEAN		PO Box 412, LOS ALAMOS, CA 93440	5.00	0.00	0.21	4.79	\$ 50.00
0011	133-100-072	BEDFORD STEPHAN		PO BOX 236, LOS ALAMOS, CA 93440	10.00	0.00	4.42	5.58	\$ 267.99
0012	133-100-075	BEMBI, ATUL		2426 KELLOGG CT , DUARTE, CA 91010	84.25	0.00	1.43	82.82	\$ 127.21
0013	101-060-055	BERINGER WINE ESTATES COMPANY	MILDARA BLASS HOLDINGS INC Simon Graves	1000 Pratt Ave, St Helena, CA 95474	149.98	0.00	46.55	103.43	\$ 2,844.72
0013	101-060-056	BERINGER WINE ESTATES COMPANY	MILDARA BLASS HOLDINGS INC Simon Graves	1000 Pratt Ave, St Helena, CA 95474	465.71	0.00	160.43	305.28	\$ 9,778.44
0013	101-060-058	BERINGER WINE ESTATES COMPANY	MILDARA BLASS HOLDINGS INC Simon Graves	1000 Pratt Ave, St Helena, CA 95474	535.85	0.00	308.80	227.05	\$ 18,641.52
0013	101-060-059	BERINGER WINE ESTATES COMPANY	MILDARA BLASS HOLDINGS INC Simon Graves	1000 Pratt Ave, St Helena, CA 95474	391.84	0.00	164.97	226.87	\$ 10,011.64
0013	101-100-034	BERINGER WINE ESTATES COMPANY	MILDARA BLASS HOLDINGS INC Simon Graves	1000 Pratt Ave, St Helena, CA 95474	331.57	0.00	189.46	142.11	\$ 11,438.66
0014	101-120-029	BESSIE ESCOBAR TRUST 11/12/96		233 Cordova Dr, SANTA BARBARA, CA 93109	6.83	0.00	0.00	6.83	\$ 50.00
0015	101-080-071	BETTERAVIA INVESTMENTS LLC		1850 W STOWELL RD , SANTA MARIA, CA 93458	8.20	0.00	5.57	2.63	\$ 335.52
0015	101-080-091	BETTERAVIA INVESTMENTS LLC		1850 W STOWELL RD , SANTA MARIA, CA 93458	43.72	0.00	0.00	43.72	\$ 21.86
0015	099-010-028	BETTERAVIA INVESTMENTS LLC		1850 W STOWELL RD , SANTA MARIA, CA 93458	4.72	0.00	4.23	0.49	\$ 254.04
0015	099-010-029	BETTERAVIA INVESTMENTS LLC		1850 W STOWELL RD , SANTA MARIA, CA 93458	100.55	0.00	60.57	39.98	\$ 3,654.43
0015	099-010-049	BETTERAVIA INVESTMENTS LLC		1850 W STOWELL RD , SANTA MARIA, CA 93458	2,494.36	930.66	715.00	848.70	\$ 43,324.35
0015	101-080-047	BETTERAVIA INVESTMENTS LLC		1850 W STOWELL RD , SANTA MARIA, CA 93458	74.06	0.00	0.00	74.06	\$ 37.03
0015	101-080-050	BETTERAVIA INVESTMENTS LLC		1850 W STOWELL RD , SANTA MARIA, CA 93458	342.50	0.00	131.63	210.87	\$ 8,003.24
0016	099-020-006	BETTERAVIA RANCHES, LLC		1850 W STOWELL RD , SANTA MARIA, CA 93458	37.30	0.00	35.64	1.66	\$ 2,139.23
0017	101-020-046	BIELY FAMILY TRUST		7325 GRACIOSA RD , SANTA MARIA, CA 93455	6.18	0.00	0.13	6.05	\$ 50.00
0018	101-120-027	JACKY E BLAIR		POBox 928, LOS ALAMOS, CA 93440	5.00	0.00	0.08	4.92	\$ 50.00
0019	133-130-041	BOYD LIVING TRUST		PO Box 646, LOS ALAMOS, CA 93440	11.53	0.00	0.00	11.53	\$ 50.00
0020	099-030-058	BRANQUINHO, JOHN A FAM TR 1/22/85		PO BOX 819, LOS ALAMOS, CA 93440	89.19	0.00	39.90	49.29	\$ 2,418.64
0021	101-060-069	NORTH FOUR DEER, LLC	Ken Hunter	PO BOX 13550, BAKERSFIELD CA, 93389	129.85	129.85	0.00	0.00	\$ 50.00
0022	133-200-001	CAPPEL PATRICIA P ET AL TRUSTEES	JOANNE P KENDALL, TTE	67 SEAVIEW DR , SANTA BARBARA, CA 93108	1,020.04	873.31	0.00	146.73	\$ 73.36
0023	101-080-060	CAREAGA DURWARD ET AL/MARIA ANTONIA RCH	STEVEN LYONS INVESTMENTS	PO BOX 1509, SUMMERLAND, CA 93067	11.62	0.00	6.45	5.17	\$ 389.58
0024	099-030-008	CARMAN PATRICK R/LISA J		PO BOX 512, LOS ALAMOS, CA 93440	6.37	0.00	0.30	6.07	\$ 50.00
0025	099-030-029	CARRARI FAMILY TRUST 2/28/02	DAVID Y FARMER	225 CONOVER LN, TEMPLETON, CA 93465	0.06	0.00	0.00	0.06	\$ 0.03
0025	099-030-057	CARRARI FAMILY TRUST 2/28/02	DAVID Y FARMER	225 CONOVER LN, TEMPLETON, CA 93465	1,354.38	0.00	79.27	1,275.11	\$ 5,393.76
0025	099-030-059	CARRARI FAMILY TRUST 2/28/02	DAVID Y FARMER	225 CONOVER LN, TEMPLETON, CA 93465	1,838.54	1,260.94	200.68	376.92	\$ 12,229.26
0025	099-030-060	CARRARI FAMILY TRUST 2/28/02	DAVID Y FARMER	225 CONOVER LN, TEMPLETON, CA 93465	130.80	0.00	69.20	61.60	\$ 4,182.80
0025	099-030-061	CARRARI FAMILY TRUST 2/28/02	DAVID Y FARMER	225 CONOVER LN, TEMPLETON, CA 93465	160.93	0.00	55.01	105.92	\$ 3,353.56
0026	101-300-010	CAT CANYON ROAD LOS ALAMOS, LP	Joe Garon Sukhy Sran/Diamond West Farming	1521 WESTBRANCH DR STE 200, MCLEAN, VA 22102	101.31	0.00	64.79	36.52	\$ 3,905.64
0026	101-300-011	CAT CANYON ROAD LOS ALAMOS, LP	Joe Garon Sukhy Sran/Diamond West Farming	1521 WESTBRANCH DR STE 200, MCLEAN, VA 22102	111.82	0.00	12.15	99.67	\$ 779.07
0026	101-300-012	CAT CANYON ROAD LOS ALAMOS, LP	Joe Garon Sukhy Sran/Diamond West Farming	1521 WESTBRANCH DR STE 200, MCLEAN, VA 22102	33.22	0.00	0.00	33.22	\$ 16.61
0026	101-300-013	CAT CANYON ROAD LOS ALAMOS, LP	Joe Garon Sukhy Sran/Diamond West Farming	1521 WESTBRANCH DR STE 200, MCLEAN, VA 22102	66.78	0.00	0.20	66.58	\$ 45.21
0026	101-300-014	CAT CANYON ROAD LOS ALAMOS, LP	Joe Garon Sukhy Sran/Diamond West Farming	1521 WESTBRANCH DR STE 200, MCLEAN, VA 22102	48.24	0.00	0.00	48.24	\$ 24.12
0027	101-300-009	CHABOT FAMILY REVOCABLE TRUST 09/12/2017	Daniel & Charlene Chabot	PO BOX 95, LOS ALAMOS, CA 93440	100.00	0.00	10.00	90.00	\$ 645.00
0028	133-151-058	CHAMBERLIN RANCH THE LTD PARTNERSHIP	CROWN CASTLE USA INC Fred Chamberlin	PO BOX 218, LOS OLIVOS, CA 93441	3,115.25	1,485.85	0.00	1,629.40	\$ 814.70

No.	APN	OWNER	C/O	MAILING ADDRESS	Gross Acreage	Non- Overlying Acres	Irrigated Acres Within Basin	Non-Irrigated Acres	Assessment
0029	133-130-009	CHISAN ORCHIDS NURSERY, INC		HEUNG BOK LEE	PO BOX 525, LOS ALAMOS, CA 93440	49.90	0.00	33.29	16.61 \$ 2,005.70
0030	099-050-005	JOHN C & MARY C CHOLEWA			PO BOX 156, LOS ALAMOS, CA 93440	0.01	0.00	0.00	0.01 \$ 50.00
0031	101-030-013	CITY OF SANTA MARIA		CHIEF DEPUTY CITY CLERK ATTN: PATRICIA A PEREZ	110 E COOK ST RM 3, SANTA MARIA, CA 93454	488.35	451.04	0.00	37.31 \$ 18.65
0031	101-030-014	CITY OF SANTA MARIA		CHIEF DEPUTY CITY CLERK ATTN: PATRICIA A PEREZ	110 E COOK ST RM 3, SANTA MARIA, CA 93454	330.41		0.00	330.41 \$ 165.20
0031	101-060-002	CITY OF SANTA MARIA		CHIEF DEPUTY CITY CLERK ATTN: PATRICIA A PEREZ	110 E COOK ST RM 3, SANTA MARIA, CA 93454	314.65	0.00	36.70	277.95 \$ 2,340.98
0031	101-030-022	CITY OF SANTA MARIA		CHIEF DEPUTY CITY CLERK ATTN: PATRICIA A PEREZ	110 E COOK ST RM 3, SANTA MARIA, CA 93454	320.37	320.37		0.00 \$ -
0032	101-480-017	CLENDENEN, JAMES A FAMILY TRUST			PO BOX 998, SANTA MARIA, CA 93456	46.86	0.00	17.58	29.28 \$ 1,069.44
0032	101-480-018	CLENDENEN, JAMES A FAMILY TRUST		CLENDENEN, JAMES A	PO BOX 998, SANTA MARIA, CA 93456	0.03	0.00	0.00	0.03 \$ 50.00
0033	133-100-076	CRIPPLE CREEK RANCH, LLC			3580 FOOTHILL RD , CARPINTERIA, CA 93013	100.15	0.00	0.00	100.15 \$ 50.08
0034	133-110-040	CUSHMAN WINERY CORPORATION		PAUL PEASE	PO BOX 899, LOS OLIVOS, CA 93441	405.90	61.18	101.09	243.63 \$ 6,187.22
0034	133-110-046	CUSHMAN WINERY CORPORATION		PAUL PEASE	PO BOX 899, LOS OLIVOS, CA 93441	100.69	0.00	2.64	98.05 \$ 207.42
0034	133-110-049	CUSHMAN WINERY CORPORATION		PAUL PEASE	PO BOX 899, LOS OLIVOS, CA 93441	210.34	61.31	110.36	38.67 \$ 6,640.94
0035	133-110-039	DEMETRIA VINEYARDS & WINERY, LLC			3 W CARRILLO ST STE 216, SANTA BARBARA, CA 93101	200.98	4.42	51.26	145.30 \$ 3,148.25
0036	133-100-067	DOVECOTE, LLC			530 S LAKE AVE STE 465, PASADENA, CA 91101	104.80	0.00	0.04	104.76 \$ 54.78
0037	133-100-050	DS RANCH, LLC		LEVY, MOSSE & CO.	1333 SECOND ST STE 650, SANTA MONICA, CA 90401	122.36	0.00	49.27	73.09 \$ 2,992.51
0038	099-030-030	DURANT 2010 FAMILY REVOCABLE TRUST 6/29/10			4300 HWY 135, LOS ALAMOS, CA 93440	24.70	0.00	13.35	11.35 \$ 806.68
0039	099-030-040	EL ENCINAL, LLC		Bill King	PO BOX 617, LOS ALAMOS, CA 93440	107.17	0.00	60.04	47.13 \$ 3,625.96
0040	099-040-025	ELINGS, JEFFERY			3128 VIA RANCHEROS RD, SANTA YNEZ, CA 93460	3,215.42	2,453.86	0.00	761.56 \$ 380.78
0041	101-100-002	ENGLE GARY DAVE			2400 SYCAMORE CANYON RD, SANTA BARBARA, CA 93108	2.69	0.00	0.00	2.69 \$ 50.00
0042	101-060-053	TERRACORE OPERATING COMPANY, LLC		WILLIAM C MCCONATHY	1422 DELGANY ST STE 100, DENVER, CO 80202-6141	720.33	344.45	0.00	375.88 \$ 187.94
0042	101-060-054	TERRACORE OPERATING COMPANY, LLC		WILLIAM C MCCONATHY	1422 DELGANY ST STE 100, DENVER, CO 80202-6141	1,134.61	843.86	0.00	290.75 \$ 145.38
0042	101-060-057	TERRACORE OPERATING COMPANY, LLC		WILLIAM C MCCONATHY	1422 DELGANY ST STE 100, DENVER, CO 80202-6141	494.16	222.21	0.00	271.95 \$ 135.98
0043	133-110-045	FLEMING PORTER F ET AL TRUSTEES (for) FLEMING TR		ALEXANDER FLEMING	PO BOX 147, LOS OLIVOS, CA 93441	1,002.18	964.01	0.00	38.17 \$ 50.00
0044	133-100-046	FLOWER & VINE, LLC		Arthur Iclisoy	5933 BOWCROFT ST , LOS ANGELES, CA 90016	100.00	0.00	44.50	55.50 \$ 2,697.75
0045	133-110-036	FOXEN CANYON RANCH, LLC			31875 8TH RD , LAGUNA BEACH, CA 92651	210.01	186.40	0.00	23.61 \$ 50.00
0046	101-270-046	GORMLEY, GERALD L LIVING TRUST			PO BOX 101, LOS ALAMOS, CA 93440	3.71	0.00	0.10	3.61 \$ 50.00
0047	101-060-046	GSR, LLC			45 ROCKEFELLER PLAZA STE 2410, NEW YORK, NY 10111	816.51	688.81	0.00	127.70 \$ 63.85
0047	101-060-052	GSR, LLC			45 ROCKEFELLER PLAZA STE 2410, NEW YORK, NY 10111	641.43	641.43	0.00	0.00 \$ -
0048	099-030-007	HEALY & ASSOCIATES, LLC		HEALY & ASSOCIATES, LLC	1702 S ROBERTSON BLVD STE 274, LOS ANGELES, CA 90035	99.78	0.00	43.39	56.39 \$ 2,631.60
0049	133-100-073	HELGELAND, BRIAN			8900 ALISOS CANYON RD , LOS ALAMOS, CA 93440	102.33	0.00	28.97	73.36 \$ 1,774.88
0050	099-030-048	HIGH STAR FARMS LLC			23445 COLLINS ST , WOODLAND HILLS, CA 91367	97.62	0.00	26.87	70.75 \$ 1,647.58
0050	101-480-010	HIGH STAR FARMS LLC			23445 COLLINS ST , WOODLAND HILLS, CA 91367	1.56	0.00	0.83	0.73 \$ 50.17
0051	133-200-002	TEIXEIRA LIV TR 8/8/83		Marvin & Paulette Teixeira	5235 FOXEN CANYON RD , SANTA MARIA, CA 93454	1,220.00	1,122.94	0.00	97.06 \$ 50.00
0052	099-010-043	JACKSON FAMILY ESTATES II LLC		TAX MANAGER Carolyn Wasem	421 AVIATION BLVD , SANTA ROSA, CA 95403	84.64	0.00	76.30	8.34 \$ 4,582.17
0052	099-020-009	JACKSON FAMILY ESTATES II LLC		TAX MANAGER Carolyn Wasem	421 AVIATION BLVD , SANTA ROSA, CA 95403	91.77	0.00	81.64	10.13 \$ 4,903.46
0052	099-020-017	JACKSON FAMILY ESTATES II LLC		TAX MANAGER Carolyn Wasem	421 AVIATION BLVD , SANTA ROSA, CA 95403	46.51	0.00	40.44	6.07 \$ 2,429.44
0052	099-050-011	JACKSON FAMILY ESTATES II LLC		ROBERT L QUAIL & KATHY BAKER	421 AVIATION BLVD , SANTA ROSA, CA 95403	3,688.95	2,831.28	89.34	768.33 \$ 5,744.56
0052	099-050-013	JACKSON FAMILY ESTATES II LLC		ROBERT L QUAIL & KATHY BAKER	421 AVIATION BLVD , SANTA ROSA, CA 95403	109.60	0.00	7.94	101.66 \$ 527.23
0052	099-050-014	JACKSON FAMILY ESTATES II LLC		ROBERT L QUAIL & KATHY BAKER	421 AVIATION BLVD , SANTA ROSA, CA 95403	1,400.64	1,184.63	97.82	118.19 \$ 5,928.30
0052	101-090-002	JACKSON FAMILY ESTATES II LLC		TAX MANAGER Carolyn Wasem	421 AVIATION BLVD , SANTA ROSA, CA 95403	397.89	0.00	200.82	197.07 \$ 12,147.74
0052	101-090-022	JACKSON FAMILY ESTATES II LLC		TAX MANAGER Carolyn Wasem	421 AVIATION BLVD , SANTA ROSA, CA 95403	592.80	0.00	483.73	109.07 \$ 29,078.34
0052	133-130-031	JACKSON FAMILY ESTATES II LLC		TAX MANAGER	421 AVIATION BLVD , SANTA ROSA, CA 95403	47.28	0.00	32.94	14.34 \$ 1,983.57
0052	133-130-034	JACKSON FAMILY ESTATES II LLC		TAX MANAGER	421 AVIATION BLVD , SANTA ROSA, CA 95403	0.84	0.00	0.09	0.75 \$ 5.78
0052	133-130-035	JACKSON FAMILY ESTATES II LLC		TAX MANAGER	421 AVIATION BLVD , SANTA ROSA, CA 95403	251.93	0.00	140.93	111.00 \$ 8,511.30
0052	133-140-007	JACKSON FAMILY ESTATES II LLC		TAX MANAGER	421 AVIATION BLVD , SANTA ROSA, CA 95403	1,317.63	0.00	503.58	814.05 \$ 30,621.82
0052	133-100-052	JACKSON FAMILY INVESTMENTS III, LLC		TAX MANAGER Carolyn Wasem	421 AVIATION BLVD , SANTA ROSA, CA 95403	200.29	0.00	106.54	93.75 \$ 6,439.28
0053	101-060-060	JOHN HANCOCK LIFE INSURANCE CO		Vino Farms	1377 LODI AVE, LODI CA 95240	632.23	0.00	241.52	390.71 \$ 14,686.56
0054	101-120-040	CAVALLI, JR			PO BOX 543, LOS ALAMOS, CA 93440	0.96	0.00	0.04	0.92 \$ 50.00
0055	099-020-011	KICK ON VINEYARD, LLC		STEVEN LYONS INVESTMENTS	PO BOX 1509, SUMMERLAND, CA 93067	10.25	0.00	6.20	4.05 \$ 374.02
0055	101-080-090	KICKON RANCH LLC		STEVEN LYONS INVESTMENTS	PO BOX 1509, SUMMERLAND, CA 93067	769.66	0.00	0.00	769.66 \$ 384.83
0055	101-080-092	KICKON RANCH LLC		STEVEN LYONS INVESTMENTS	PO BOX 1509, SUMMERLAND, CA 93067	137.55	0.00	0.00	137.55 \$ 68.78
0055	101-080-093	KICKON RANCH LLC		STEVE LYONS INVESTMENTS	PO BOX 1509, SUMMERLAND, CA 93067	177.11	0.00	0.00	177.11 \$ 88.56
0055	101-080-094	KICKON RANCH LLC		STEVEN LYONS INVESTMENTS	PO BOX 1509, SUMMERLAND, CA 93067	53.58	0.00	0.00	53.58 \$ 26.79
0055	101-080-096	KICKON VINEYARD, LLC		STEVEN LYONS INVESTMENTS	PO BOX 1509, SUMMERLAND, CA 93067	533.02	0.00	128.60	404.42 \$ 7,918.21
0055	101-080-099	KICKON RANCH LLC		STEVEN LYONS INVESTMENTS	PO BOX 1509, SUMMERLAND, CA 93067	882.76	0.00	15.80	866.96 \$ 1,381.48
0056	101-120-028	KIZZIAH MATTHEW D/JENNIFER L			PO BOX 123, LOS ALAMOS, CA 93440	5.00	0.00	0.00	5.00 \$ 50.00

No.	APN	OWNER	C/O	MAILING ADDRESS	Gross Acreage	Non- Overlying Acres	Irrigated Acres Within Basin	Non-Irrigated Acres	Assessment
0057	099-030-049	KLINE, RICHARD S QUALIFIED PERSONAL RESIDENCE TRUST 08/13/2012		3480 HIGHWAY 135, LOS ALAMOS, CA 93440	1,061.73	643.19	45.66	372.88	\$ 2,926.04
0058	133-100-062	KRANKL, MANFRED/ELAINE V LIVING TRUST 5/15/97		PO BOX 8, OAK VIEW, CA 93022	308.86	0.00	41.38	267.48	\$ 2,616.54
0059	133-130-006	L & L VINEYARDS LLC		1645 COPENHAGEN DR, SOLVANG, CA 93463	63.16	0.00	62.93	0.23	\$ 3,775.92
0059	133-130-010	L & L VINEYARDS LLC		1645 COPENHAGEN DR, SOLVANG, CA 93463	43.42	0.00	37.66	5.76	\$ 2,262.48
0059	133-130-018	L & L VINEYARDS LLC		1645 COPENHAGEN DR, SOLVANG, CA 93463	36.88	0.00	36.75	0.13	\$ 2,205.06
0060	099-050-008	LA LAGUNA LOS ALAMOS, LLC	KYLE WOLF	15332 ANTIOCH ST # 323, PACIFIC PALISADES, CA 90272	62.08	0.00	27.00	35.08	\$ 1,637.54
0061	101-020-079	LAGUNA COUNTY SANITATION DISTRICT	MARTIN WILDER	620 W FOSTER RD , SANTA MARIA, CA 93455	0.18	0.00	0.00	0.18	\$ -
0062	133-110-057	LANCE BROWN RANCH, LLC		POBox 68, LOS OLIVOS, CA 93441	134.51	134.51	0.00	0.00	\$ -
0062	133-110-059	LANCE BROWN RANCH LLC		PO BOX 68, LOS OLIVOS, CA 93441	363.75	359.73	0.00	4.02	\$ 2.01
0062	133-110-060	LANCE BROWN RANCH, LLC		PO BOX 68, LOS OLIVOS, CA 93441	186.21	83.89	0.00	102.32	\$ 51.16
0063	101-020-084	KELT, LONDON KEITH		1459 VINCENTI PL, SANTA BARBARA, CA 93108	80.62	79.12	0.00	1.50	\$ 50.00
0064	099-010-018	LAS CUMBRES RANCH, LLC		222 E CARRILLO ST STE 310, SANTA BARBARA, CA 93101	601.60	31.63	1.55	568.42	\$ 377.21
0064	099-010-025	LAS CUMBRES RANCH, LLC		222 E CARRILLO ST STE 310, SANTA BARBARA, CA 93101	250.90	6.90	0.00	244.00	\$ 122.00
0064	099-020-015	LAS CUMBRES RANCH, LLC		222 E CARRILLO ST STE 310, SANTA BARBARA, CA 93101	3.62	0.00	0.00	3.62	\$ 1.81
0065	101-060-065	LAS FLORES RANCH, LLC	Ken Hunter	PO BOX 13550, BAKERSFIELD, CA 93389	353.94	0.00	32.10	321.84	\$ 2,086.92
0065	101-060-066	LAS FLORES RANCH, LLC	Ken Hunter	PO BOX 13550, BAKERSFIELD, CA 93389	1,051.76	0.00	148.40	903.36	\$ 9,355.68
0065	101-060-068	LAS FLORES RANCH, LLC	Ken Hunter	PO BOX 13550, BAKERSFIELD, CA 93389	39.92	0.00	0.00	39.92	\$ 19.96
0066	099-050-015	LEWELLEN ROYCE R TRUSTEE (FOR) LEWELLEN LIV TR 10/7/92		1645 COPENHAGEN DR, SOLVANG, CA 93463	27.87	0.00	21.07	6.80	\$ 1,267.60
0067	133-110-048	LIVE OAK PARTNERS	STEVEN SPECTOR, LLC	150 S WACKER DR # 2325, CHICAGO, IL 60606	400.00	55.07	9.26	335.67	\$ 723.44
0068	099-030-020	LOS ALAMOS CEMETERY DISTRICT		PO BOX 702, LOS ALAMOS, CA 93440	2.52	0.00	1.64	0.88	\$ 98.84
0068	099-030-021	LOS ALAMOS CEMETERY DISTRICT		PO BOX 702, LOS ALAMOS, CA 93440	2.50	0.00	2.50	0.00	\$ 150.00
0069	101-100-029	LOS ALAMOS COMMUNITY SERVICE DISTRICT	KEVIN BERNARD	PO BOX 675, LOS ALAMOS, CA 93440	43.18	0.00	0.00	43.18	\$ -
0069	101-100-037	LOS ALAMOS COMMUNITY SERVICE DISTRICT	KEVIN BERNARD	PO BOX 675, LOS ALAMOS, CA 93440	23.00	0.00	0.00	23.00	\$ -
0070	101-060-064	LOS FLORES HUNT PROPERTY III, LLC	VICTOR SCHAFF	PO BOX 1275, CARPINTERIA, CA 93014	65.03	0.00	0.00	65.03	\$ 32.52
0070	101-060-067	LOS FLORES HUNT PROPERTY III, LLC	VICTOR SCHAFF	PO BOX 1275, CARPINTERIA, CA 93014	671.28	0.00	86.71	584.57	\$ 5,494.88
0071	133-130-007	LUCAS & LEWELLEN VINEYARDS, LP	DAVID R LEWELLEN	1645 COPENHAGEN DR, SOLVANG, CA 93463	40.01	0.00	34.63	5.38	\$ 2,080.49
0072	133-130-008	LUCAS & LEWELLEN VINEYARDS, LP	DAVID R LEWELLEN	1645 COPENHAGEN DR, SOLVANG, CA 93463	46.99	0.00	43.99	3.00	\$ 2,640.90
0072	101-480-001	LUIS FAMILY LIMITED PARTNERSHIP (CA)		RR 4 BX 1138 HWY 135 , ORCUTT, CA 93455	549.46	0.00	77.19	472.27	\$ 4,867.54
0072	101-480-008	LUIS FAMILY LIMITED PARTNERSHIP (CA)		RR 4 BX 1138 HWY 135 , ORCUTT, CA 93455	6.38	0.00	4.89	1.49	\$ 294.14
0073	099-010-042	MICHAEL SCOTT LUIS		RT 4 BX 1138 HWY 135 , ORCUTT, CA 93455	72.30	0.00	60.03	12.27	\$ 3,607.94
0074	101-120-039	LYON 2019 TRUST 3/20/19		712 Juanita Ave, SANTA BARBARA, CA 93109	0.96	0.00	0.00	0.96	\$ 50.00
0075	101-080-083	LYONS, STEVEN IRA LIVING TRUST 3/31/98	JAMES & LINDSEY DOMINGUEZ	PO BOX 1509, SUMMERLAND, CA 93067	371.96	0.00	0.00	371.96	\$ 185.98
0075	101-080-085	LYONS, STEVEN IRA LIVING TRUST 3/31/98	JAMES & LINDSEY DOMINGUEZ	PO BOX 1509, SUMMERLAND, CA 93067	124.15	0.00	0.00	124.15	\$ 62.08
0075	101-080-087	LYONS, STEVEN IRA LIVING TRUST 3/31/98	JAMES & LINDSEY DOMINGUEZ	PO BOX 1509, SUMMERLAND, CA 93067	91.27	0.00	0.38	90.89	\$ 68.24
0075	101-080-082	LYONS, STEVEN LIVING TRUST 3/31/98		PO BOX 1509, SUMMERLAND, CA 93067	290.09	0.00	0.00	290.09	\$ 145.04
0075	101-080-084	LYONS, STEVEN LIVING TRUST 3/31/98		PO BOX 1509, SUMMERLAND, CA 93067	147.50	0.00	0.00	147.50	\$ 73.75
0075	101-080-086	LYONS, STEVEN LIVING TRUST 3/31/98		PO BOX 1509, SUMMERLAND, CA 93067	154.39	0.00	0.00	154.39	\$ 77.20
0076	095-030-010	MACHADO, JOHN P		7777 GRACIOSA RD, SANTA MARIA, CA 93455	41.10	0.00	3.15	37.95	\$ 207.98
0077	133-100-074	MALLOY TRUST 2/18/14		PO BOX 498, LOS ALAMOS, CA 93440	100.10	0.00	0.63	99.47	\$ 87.54
0078	133-200-003	MBE, LLC	Peter Nolan	58 11TH ST , HERMOSA BEACH, CA 90254	798.15	691.56	0.00	106.59	\$ 53.30
0079	099-020-016	MCCARTHY, BRENDA L		PO BOX 573, GUADALUPE, CA 93434	45.43	0.00	40.41	5.02	\$ 2,427.11
0080	099-010-045	MONIGHETTI TED & BARBARA TRUST		PO BOX 602, LOS ALAMOS, CA 93440	606.10	0.00	52.88	553.22	\$ 3,449.41
0080	099-010-060	MONIGHETTI TED & BARBARA TRUST	Mike Monighetti	PO BOX 602, LOS ALAMOS, CA 93440	746.88	0.00	70.21	676.67	\$ 4,550.94
0081	099-010-044	MONIGHETTI, PENNY J REVOCABLE TRUST 10/25/07		PO BOX 798, LOS ALAMOS, CA 93440	622.51	0.00	62.50	560.01	\$ 4,030.00
0081	099-010-059	MONIGHETTI, PENNY J REVOCABLE TRUST 10/25/07		PO BOX 798, LOS ALAMOS, CA 93440	251.10	0.00	93.70	157.40	\$ 5,700.70
0081	101-480-002	MONIGHETTI, PENNY J REVOCABLE TRUST 10/25/07	Penny Monighetti	PO BOX 798, LOS ALAMOS, CA 93440	3.10	0.00	0.00	3.10	\$ 1.55
0081	101-480-006	MONIGHETTI, PENNY J REVOCABLE TRUST 10/25/07	Penny Monighetti	PO BOX 798, LOS ALAMOS, CA 93440	2.66	0.00	0.00	2.66	\$ 1.33
0082	133-100-053	MORROW, LUCRETIA G BYPASS TRUST 11/3/12		PO BOX 98, LOS ALAMOS, CA 93440	200.32	0.00	0.88	199.44	\$ 152.52
0083	099-020-010	MOSBY GARY R TRUSTEE		1800 SEQUOIA DR , SANTA MARIA, CA 93454	17.00	0.00	7.67	9.33	\$ 464.86
0084	133-110-061	NOLAN RANCH, LLC	Peter Nolan	58 11TH ST , HERMOSA BEACH, CA 90254	1,712.61	0.00	152.61	1,560.00	\$ 9,936.60
0085	101-060-070	NORTH FOUR DEER, LLC	Ken Hunter	PO BOX 13550, BAKERSFIELD CA, 93389	554.37	114.01	0.00	440.36	\$ 220.18
0086	101-020-041	ORCUTT FEE LLC	MOUNT SOLOMON SITE ADMINISTRATION ATTN: PHIL BROWN	1555 ORCUTT HILL RD, ORCUTT, CA 93455	127.12	89.67	0.00	37.45	\$ 18.73

No.	APN	OWNER	C/O	MAILING ADDRESS	Gross Acreage	Non- Overlying Acres	Irrigated Acres Within Basin	Non-Irrigated Acres	Assessment
0086	101-020-074	ORCUTT FEE LLC		MOUNT SOLOMON SITE ADMINISTRATION ATTN: PHIL BROWN 1555 ORCUTT HILL RD, ORCUTT, CA 93455	4,024.74	1,010.54	0.00	3,014.20	\$ 1,507.10
0087	101-100-023	ORTALE, THOMAS W 2016 REVOCABLE TRUST 06/03/2016		66 LA CUMBRE CIR , SANTA BARBARA, CA 93105	2.32	0.00	0.00	2.32	\$ 50.00
0088	101-120-019	PARISH, BRETT C/LYNETTE C REVOCABLE TRUST 9/16/13		725 My Road, LOS ALAMOS, CA 93440	4.56	0.00	0.15	4.41	\$ 50.00
0089	101-270-048	PATA, KENNETH W TRUST 12/21/15		3500 JALAMA RD , LOMPOC, CA 93436	15.17	0.00	14.32	0.85	\$ 859.62
0089	101-270-049	PATA, KENNETH W TRUST 12/21/15		3500 JALAMA RD , LOMPOC, CA 93436	17.50	0.00	16.40	1.10	\$ 984.79
0090	101-100-041	PLIER FAMILY TRUST 11/30/99		PO Box 759, LOS OLIVOS, CA 93441	6.34	0.00	0.00	6.34	\$ -
0090	101-100-044	PLIER FAMILY TRUST 11/30/99		PO Box 759, LOS OLIVOS, CA 93441	6.88	0.00	0.35	6.53	\$ 50.00
0091	101-100-049	PORTICO HILLS VINEYARD LLC	DOUG CIRCLE	1006 SEGOVIA CIRCLE, PLACENTIA, CA 92870	102.93	0.00	88.30	14.63	\$ 5,305.32
0091	101-100-050	PORTICO HILLS VINEYARD LLC	DOUG CIRCLE	1006 SEGOVIA CIRCLE, PLACENTIA, CA 92870	1.10	0.00	0.04	1.07	\$ 2.69
0092	101-060-061	PREMIERE AGRICULTURAL PROPERTIES, LLC	Matt Parker, Attn: Eric Pooler	855 Bordeaux Way, Suite 100, Napa, CA 94558	948.20	0.00	480.75	467.45	\$ 29,078.72
0092	101-080-069	PREMIERE AGRICULTURAL PROPERTIES, LLC	Matt Parker, Attn: Eric Pooler	855 Bordeaux Way, Suite 100, Napa, CA 94558	466.37	0.00	315.48	150.89	\$ 19,004.24
0092	101-080-070	PREMIERE AGRICULTURAL PROPERTIES, LLC	Matt Parker, Attn: Eric Pooler	855 Bordeaux Way, Suite 100, Napa, CA 94558	1,402.45	0.00	1,120.85	281.60	\$ 67,391.80
0092	101-080-089	PREMIERE AGRICULTURAL PROPERTIES, LLC	Matt Parker, Attn: Eric Pooler	855 Bordeaux Way, Suite 100, Napa, CA 94558	2,431.88	0.00	1,572.32	859.56	\$ 94,768.98
0092	133-130-026	PREMIERE AGRICULTURAL PROPERTIES, LLC	Matt Parker, Attn: Eric Pooler	855 Bordeaux Way, Suite 100, Napa, CA 94558	392.20	0.00	287.00	105.20	\$ 17,272.60
0093	133-130-030	PRICE RANCH, LLC	Cathy Carter Duncan	PO BOX 816, LOS ALAMOS, CA 93440	114.95	0.00	0.00	114.95	\$ 57.48
0093	133-130-032	PRICE RANCH, LLC	Cathy Carter Duncan	PO BOX 816, LOS ALAMOS, CA 93440	1.83	0.00	0.00	1.83	\$ 0.92
0093	133-130-036	PRICE RANCH, LLC	Cathy Carter Duncan	PO BOX 816, LOS ALAMOS, CA 93440	424.00	0.00	0.46	423.54	\$ 239.37
0094	133-080-036	RANCHO LA LAGUNA, LLC	DUANE SERRITSLEV, CPA	650 ALAMO PINTADO STE 203, SOLVANG, CA 93463	1,226.98	956.29	88.70	181.99	\$ 5,413.00
0094	133-080-042	RANCHO LA LAGUNA, LLC	DUANE SERRITSLEV, CPA	650 ALAMO PINTADO STE 203, SOLVANG, CA 93463	2,735.91	1,377.71	181.06	1,177.14	\$ 11,452.17
0095	133-130-040	RANCHO LOS ALAMOS MOBILE HOME PARK, LLC	Marco Todesco	PO Box 941912, SIMI VALLEY, CA 93094	9.33	0.00	0.00	9.33	\$ 50.00
0096	101-020-013	GALLO VINEYARDS, INC	Gallo Vineyards	PO BOX 1130, MODESTO, CA 95353	436.31	436.31	0.00	0.00	\$ -
0097	133-110-065	RANCHO REATA LLC	Charles Roven	2027 VILLAGE LN # 203, SOLVANG, CA 93463	160.89	0.00	0.00	160.89	\$ 80.44
0097	133-110-066	RANCHO REATA LLC	Charles Roven	2027 VILLAGE LN # 203, SOLVANG, CA 93463	85.70	0.00	9.75	75.95	\$ 622.98
0097	133-110-063	RANCHO REATA, LLC	Charles Roven	2027 VILLAGE LN # 203, SOLVANG, CA 93463	15.39	0.00	0.00	15.39	\$ 7.70
0098	133-110-062	RANCHO SAN JUAN INC	William L Jackson	115 E MICHELTORENA ST # 200, SANTA BARBARA, CA 93101	3,459.16	305.46	170.83	2,982.87	\$ 11,741.24
0098	133-110-064	RANCHO SAN JUAN, INC	William L Jackson	115 E MICHELTORENA SUITE 200, SANTA BARBARA, CA 93101	3.53	0.00	0.00	3.53	\$ 1.77
0099	601-029-002	RIGHETTI PAUL RANCH CO		7476 GRACIOSA RD , SANTA MARIA, CA 93455	0.00	0.00	0.00	0.00	\$ -
0100	101-020-069	RIGHETTI RANCH PROPERTIES, LLC	PAUL RIGHETTI	7476 GRACIOSA RD , SANTA MARIA, CA 93455	1,290.30	380.35	2.87	907.08	\$ 625.74
0100	101-020-080	RIGHETTI RANCH PROPERTIES, LLC	PAUL RIGHETTI	7476 GRACIOSA RD , SANTA MARIA, CA 93455	643.82	0.00	11.54	632.28	\$ 1,008.54
0100	113-280-009	RIGHETTI RANCH PROPERTIES, LLC	PAUL RIGHETTI	7476 GRACIOSA RD , SANTA MARIA, CA 93455	626.70	617.00	0.00	9.70	\$ 4.85
0101	101-120-021	MICHAEL B ROTH		PO Box 574, LOS ALAMOS, CA 93440	3.37	0.00	2.13	1.24	\$ 128.42
0102	133-100-078	ROWLES HOLDINGS, LLC	NOAH ROWLES	530 S LAKE AVE # 465, PASADENA, CA 91101	137.68	0.00	46.63	91.05	\$ 2,843.32
0103	101-120-012	RUDDICK, TIMOTHY & CONSTANCE FAMILY TRUST 1/25/08		POBox 1022, LOS ALAMOS, CA 93440	3.88	0.00	0.09	3.79	\$ 50.00
0104	099-030-031	SABINO FAMILY RANCH LLC		4154 MARIPOSA DR , SANTA BARBARA, CA 93110	20.00	0.00	0.00	20.00	\$ 10.00
0104	099-030-062	SABINO FAMILY RANCH, LLC		4154 MARIPOSA DR , SANTA BARBARA, CA 93110	793.66	228.46	0.00	565.20	\$ 282.60
0104	099-030-064	SABINO FAMILY RANCH, LLC		4154 MARIPOSA DR , SANTA BARBARA, CA 93110	913.95	104.39	0.00	809.56	\$ 404.78
0105	101-060-044	SAINZ, DARWIN E 1990 SURVIVOR'S TRUST 6/6/90		PO BOX 438, LOS ALAMOS, CA 93440	865.83	0.00	1.11	864.72	\$ 498.96
0105	101-090-003	SAINZ, DARWIN E 1990 SURVIVOR'S TRUST 6/6/90		PO BOX 438, LOS ALAMOS, CA 93440	382.58	0.00	112.03	270.55	\$ 6,857.08
0105	101-090-004	SAINZ, DARWIN E 1990 SURVIVOR'S TRUST 6/6/90		PO BOX 438, LOS ALAMOS, CA 93440	22.60	0.00	22.58	0.02	\$ 1,354.81
0106	133-100-051	SAN MARCOS TRES HERMANAS, LLC	Marvin & Paulette Teixeira	9660 FOXEN CANYON RD , SANTA MARIA, CA 93454	248.12	0.00	10.00	238.12	\$ 719.06
0107	101-480-020	SCHAFF, VICTOR WILLIAM & SUSAN MARIE 1998 REVOCABLE TRUST 1/23/98	Victor Schaff	PO BOX 1275, CARPINTERIA, CA 93014	1.44	0.00	0.83	0.61	\$ 50.11
0107	101-090-001	SCHAFF, VICTOR WILLIAM & SUSAN MARIE 1998 REVOCABLE TRUST 1/23/98	Victor Schaff	PO BOX 1275, CARPINTERIA, CA 93014	491.38	0.00	40.65	450.73	\$ 2,664.36
0107	101-480-005	SCHAFF, VICTOR WILLIAM & SUSAN MARIE 1998 REVOCABLE TRUST 1/23/98	Victor Schaff	PO BOX 1275, CARPINTERIA, CA 93014	152.00	0.00	89.86	62.14	\$ 5,422.67
0107	101-480-019	SCHAFF, VICTOR WILLIAM & SUSAN MARIE 1998 REVOCABLE TRUST 1/23/98	Victor Schaff	PO BOX 1275, CARPINTERIA, CA 93014	433.89	0.00	160.83	273.06	\$ 9,786.33
0108	101-300-008	SHOKRIAN, BABAK		7910 CAT CANYON RD , LOS ALAMOS, CA 93440	100.00	0.00	57.13	42.87	\$ 3,449.24
0109	101-060-051	SILVERADO LOS ALAMOS VINEYARD, LLC	Matt Parker, Attn: Eric Pooler	855 BORDEAUX WAY STE 100, NAPA, CA 94558	113.69	0.00	102.15	11.54	\$ 6,134.77
0109	101-090-021	SILVERADO LOS ALAMOS VINEYARD, LLC	Matt Parker, Attn: Eric Pooler	855 BORDEAUX WAY STE 100, NAPA, CA 94558	379.02	0.00	304.47	74.55	\$ 18,305.48
0109	101-480-013	SILVERADO LOS ALAMOS VINEYARDS, LLC	Matt Parker, Attn: Eric Pooler	855 BORDEAUX WAY STE 100, NAPA, CA 94558	123.99	0.00	72.17	51.82	\$ 4,356.11

No.	APN	OWNER	C/O	MAILING ADDRESS	Gross Acreage	Non-Overlying Acres	Irrigated Acres Within Basin	Non-Irrigated Acres	Assessment	
0109	101-480-014	SILVERADO LOS ALAMOS VINEYARDS, LLC		Matt Parker, Attn: Eric Pooler 855 BORDEAUX WAY STE 100, NAPA, CA 94558	188.13	0.00	129.11	59.02	\$ 7,776.11	
0109	101-480-015	SILVERADO LOS ALAMOS VINEYARDS, LLC		Matt Parker, Attn: Eric Pooler 855 BORDEAUX WAY STE 100, NAPA, CA 94558	114.38	0.00	79.70	34.68	\$ 4,799.34	
0109	101-480-016	SILVERADO LOS ALAMOS VINEYARDS, LLC		Matt Parker, Attn: Eric Pooler 855 BORDEAUX WAY STE 100, NAPA, CA 94558	256.48	0.00	228.55	27.93	\$ 13,726.96	
0110	099-010-062	SIMAS FAMILY SURVIVOR'S TRUST		BACA FAMILY TRUST 2001 1056 HWY 135, ORCUTT, CA 93455	579.20	239.54	5.60	334.06	\$ 503.03	
0111	133-100-077	SKYLINE TRUST		BEMEL, ROSS & AVEDON LLP 10880 WILSHIRE BLVD # 1000, LOS ANGELES, CA 90024	1,060.30	183.26	3.28	873.76	\$ 633.68	
0111	133-100-063	SKYLINE TRUST 7/25/1995		Bemel, Ross, & Avedon 10880 WILSHIRE # 1000, LOS ANGELES, CA 90024	120.01	0.00	0.00	120.01	\$ 60.00	
0112	101-120-038	STEVEN EUGENE ATTERBERG		PO BOX 4109, IDAHO HILLS, CO 80452	0.96	0.00	0.00	0.96	\$ 50.00	
0113	099-020-019	STONE, PETER A TR 12/17/99	Peter Stone	44-066 AUMOANA PL, KANEOHE, HI 96744	186.84	0.00	166.72	20.13	\$ 10,013.26	
0113	099-020-020	STONE, PETER A TR 12/17/99	Peter Stone	44-066 AUMOANA PL, KANEOHE, HI 96744	90.27	0.00	85.94	4.33	\$ 5,158.56	
0114	101-300-005	SUTTER HOME WINERY INC	MATT FRANK	PO BOX 248, ST HELENA, CA 94574	566.04	18.75	368.26	179.05	\$ 22,185.12	
0114	101-300-006	SUTTER HOME WINERY INC	MATT FRANK	PO BOX 248, ST HELENA, CA 94574	433.19	0.00	227.08	206.11	\$ 13,727.86	
0114	101-300-007	SUTTER HOME WINERY INC	MATT FRANK	PO BOX 248, ST HELENA, CA 94574	1.51	0.00	0.61	0.90	\$ 50.00	
0115	101-080-098	THOMPSON, LINDA J TRUST 8/1/2011	CHARLIE & TIFANY WILDE	5279 SOUTHCREEK CT , SANTA MARIA, CA 93455	406.01	0.00	37.99	368.02	\$ 2,463.41	
0116	099-010-061	TODOS SANTOS LAND COMPANY, LLC	ROY KILLGORE	PO BOX 819, GUADALUPE, CA 93434	194.60	0.00	147.86	46.74	\$ 8,894.97	
0117	133-130-042	UNKNOWN	TAX MANAGER CAROLYN WASEM	421 AVIATION BLVD , SANTA ROSA, CA 95403	17.40	0.00	3.96	13.44	\$ 244.32	
0118	099-030-063	UNKNOWN OWNER			27.34	0.00	0.00	27.34	\$ 50.00	
0119	099-030-065	UNKNOWN OWNER			2.05	0.00	0.00	2.05	\$ 50.00	
0120	099-030-067	UNKNOWN OWNER			6.87	0.00	0.00	6.87	\$ 50.00	
0121	099-010-003	USA			18.87	0.00	0.26	18.61	\$ 50.00	
0122	099-010-004	USA			4.23	0.00	0.58	3.65	\$ 50.00	
0123		(removed)								
0124	101-100-028	WRATHER CHRISTOPHER C/CHARLOTTE M		PO BOX 127, LOS ALAMOS, CA 93440	248.28	0.00	32.27	216.01	\$ 2,044.20	
0124	101-100-033	WRATHER CHRISTOPHER C/CHARLOTTE M		PO BOX 127, LOS ALAMOS, CA 93440	146.61	0.00	2.01	144.60	\$ 192.90	
0125	133-130-016	ZIEGLER DOUGLAS & CHRISTINE ANN TRSTEEES (for)		PO BOX 587, LOS ALAMOS, CA 93440	115.24	0.00	0.50	114.74	\$ 87.37	
0125	133-130-017	ZIEGLER DOUGLAS/CHRISTINE ANN TRUSTEES (for)		PO BOX 587, LOS ALAMOS, CA 93440	123.79	0.00	0.00	123.79	\$ 61.90	
0125	133-130-029	ZIEGLER DOUGLAS/CHRISTINE ANN TRUSTEES (for)		PO BOX 587, LOS ALAMOS, CA 93440	110.39	0.00	5.14	105.25	\$ 361.02	
0126	133-130-028	ZIEGLER RONALD L/ELIZABETH J TRUSTEES (for) ZIEGLER RONALD L/ELIZABETH FAM TR		PO BOX 348, LOS ALAMOS, CA 93440	109.94	0.00	84.90	25.04	\$ 5,106.52	
0126	133-130-013	ZIEGLER RONALD L/ELIZABETH J TRUSTEES (for) ZIEGLER RONALD L/ELIZABETH FAM TR		PO BOX 348, LOS ALAMOS, CA 93440	101.13	0.00	27.38	73.75	\$ 1,679.68	
Total Parcels: 234					Totals:	86,483.11	26,078.22	13,856.71	46,548.20	\$ 855,946.03

EXHIBIT B
SAN ANTONIO BASIN WATER DISTRICT

NOTICE OF PUBLIC HEARING
ON AN ASSESSMENT BALLOT PROCEEDINGS FOR PROPOSED ASSESSMENT
Page 1 of 2

The purpose of this Notice is to provide you with information about the “assessment ballot proceeding” being conducted by the San Antonio Basin Water District and its effect on real property that you own. This notice is being sent to you in accordance with San Antonio Basin Water District Resolution adopted on May 19, 2020, Section 53753 of the California Government Code, and Section 4, Article XIID of the California Constitution. Please be advised that a Public Hearing on this matter will be held **at 7:00 p.m. on July 21, 2020 at the Los Alamos Community Services District, 82 North Saint Joseph, Los Alamos, California 93440.**

The assessment is necessary to fund the costs of the District’s operations, including its efforts related to the implementation and enforcement of the Sustainable Groundwater Management Act.

Amount and Duration of Assessment: For purposes of the proposed assessment, as authorized by Water Code section 36579, lands within the District will be split into three categories of land as more fully described in the Engineer’s Report and charged separately in proportion to and not exceeding the special benefits derived by their lands. Portions of one parcel may fall into multiple categories and each portion will be assessed according to the criteria for its corresponding category. One of those categories is “Non-Overlying,” and describes lands within the District but outside of the SWR Bulletin 118 boundary for the San Antonio Creek Valley Groundwater Basin. Non-Overlying lands will not be assessed as they are not subject to SGMA. The manner in which a parcel is assessed may vary from time to time if and as land use on that parcel changes. If approved, the assessment may be imposed annually up to the maximum approved value, absent further proceedings.

1. **Irrigated Lands:** The maximum proposed assessment is \$60.00 per acre.
2. **Non-Irrigated Lands:** The maximum proposed assessment is \$0.50 per acre.
3. **Non-Overlying:** Lands in this category will not be assessed.

The assessment and its components are more particularly described in “Engineer’s Report for the San Antonio Basin Water District” prepared by the Wallace Group for the District. Copies of this Engineer’s Report, which is attached as Exhibit “A” to the District’s May 19, 2020, resolution initiating this assessment ballot proceeding, are available upon request.

Enclosed with this notice, you will find an assessment ballot. Please follow the directions listed below and on the assessment ballot to express your view on the proposed Assessment.

You may mail or hand deliver your own ballot in the enclosed self-addressed stamped envelope to the San Antonio Basin Water District, c/o Kari Wagner, PE, 612 Clarion Ct., San Luis Obispo, CA 93401. Regardless of whether you choose to mail or hand deliver your ballot it *MUST* be received no later than the conclusion of the public hearing set for 7:00 p.m. on July 21, 2020, at the Los Alamos Community Services District, 82 North Saint Joseph, Los Alamos, California 93440.

Additionally, if you wish you may submit your ballot at the public hearing and you may change your vote at any time prior to the conclusion of the public hearing. However, because the ballots must remain sealed until the tabulation begins regardless of your method of delivery, we ask that you please seal your ballot in the enclosed return envelope and include your name and address on the envelope so that we may return your ballot to you if you wish.

A ballot will not be accepted or tabulated if it: 1) is a photocopy without an original signature; 2) is unsigned; 3) lacks an identifiable “yes” or “no” vote; or 4) appears to have been tampered with or otherwise invalid based upon its appearance or method of delivery. The person designated by the District’s Board of Directors to oversee the tabulation of the ballots (the “Designated Individual”) will begin tabulating ballots, including those received during the public hearing, and will post the results in the District’s office or a conspicuous place within the District if the District does not have an office by that time as soon as practical after the hearing. The Board of Directors will not impose the proposed Assessment if there is a “majority protest”. A majority protest exists, if upon the conclusion of the hearing, votes submitted in opposition to the adoption exceed the votes submitted in favor of the adoption. Under the provisions of Proposition 218, votes are weighted according to the proportional financial obligation of the affected property.

If your parcel(s) is subject to more than one ownership interest, the various owners may submit their own ballots. In the event all of the separate owners fail to submit their own ballots, the District will tabulate the submitted ballots proportionally to reflect a one hundred percent (100%) vote. For example, if a parcel has five owners and only one ballot is submitted, that ballot will be counted as the vote for all five owners. On the other hand if the District receives two ballots, one YES and one NO, the District will apportion fifty percent (50%) of that parcel’s vote to YES and fifty percent (50%) to NO.

Notice is hereby given that a copy of the preliminary roll prepared pursuant to a resolution of the Board fixing the amount of the proposed assessment for each parcel subject to the assessment is available for public inspection upon request to Kari Wagner, PE, at the Wallace Group during normal business hours at 612 Clarion Ct., San Luis Obispo, CA 93401. Objections to the roll or charges established for the respective parcels of land in accordance with said preliminary roll will also be heard at the hearing to be conducted on **July 21, 2020**.

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.

Dated: _____

Kevin Merrill, Board President

EXHIBIT C
SAN ANTONIO BASIN WATER DISTRICT
OFFICIAL ASSESSMENT BALLOT
FOR PROPOSED ASSESSMENT
Page 3 of 2

Total Maximum Amount Chargeable to Entire District: \$854,695.00

Proposition 218 BALLOT – Assessment Measure, San Antonio Basin Water District

Do you approve of the proposed Assessment as described herein and in the accompanying notice for the parcel(s) identified in this ballot?

Assessment #: 0001

Property Owner's Name: 7K RANCH, LLC

Total Votes for your Parcel(s): 5,508.26

APN	Parcel Address	Gross Acres	Non-Overlying AC	Irrigated AC Within Basin	Non-Irrigated AC	Assessment
099 030 066	2480 HWY 135	901.52	0.00	85.00	816.52	\$5,508.26
Totals:		901.52	0.00	85.00	816.52	\$5,508.26

Please return ballot in enclosed secure envelope (by mail or hand delivered) to:

San Antonio Basin Water District
Attn: Kari Wagner, Wallace Group
 612 Clarion Court
 San Luis Obispo, CA 93401

- YES** I approve the proposed assessment as described herein for the parcel(s) identified in this ballot.
- NO** I do not approve the proposed assessment as described herein for the parcel(s) identified in this ballot.

Total Votes: 5,508.26

7K RANCH, LLC
 C/O GERALD KILGALLON
 PO BOX 167
 LOS ALAMOS, CA 93440

I hereby declare, under penalty of perjury, that I am a record owner or the authorized representative of the parcel(s) with assessment # 0001.

Authorized Signature: _____
Date: _____
Print Name: _____

This ballot will NOT BE COUNTED unless signed by a RECORD OWNER or authorized representative of a record owner. If signed by an "authorized representative" then the written authorization must be attached to this ballot.

EXHIBIT C
SAN ANTONIO BASIN WATER DISTRICT
OFFICIAL ASSESSMENT BALLOT
FOR PROPOSED ASSESSMENT

Page 2 of 2

INSTRUCTIONS FOR COMPLETING AND DELIVERING THIS BALLOT

To express your view on the proposed assessment, please check the square before the word “YES” or “NO,” and then sign, date and place the ballot in the enclosed self-addressed envelope. Please note your name and address on the return envelope and mail or hand deliver (during normal business hours) your ballot to San Antonio Basin Water District, c/o Kari Wagner, PE, 612 Clarion Ct., San Luis Obispo, CA 93401. Ballots may be mailed or hand delivered at any time, including at the public hearing, but *MUST* be received no later than the conclusion of the public hearing set for **_:00 p.m. on July 21, 2020, at the Los Alamos Community Services District, 82 North Saint Joseph, Los Alamos, California 93440.** Ballot return envelopes will not be opened until the conclusion of the hearing and votes will be weighted according to the proportional financial obligation on the affected property. Additionally, if you wish, you may change your vote at any time prior to the conclusion of the public hearing on this matter.

If your parcel(s) has more than one owner, each owners should submit his or her own ballot. In the event, all of the separate owners fail to submit their own ballots, the District will tabulate the submitted ballots proportionally to reflect a one hundred percent (100%) vote. For example, if a parcel had five owners and only one ballot is submitted, that ballot will be counted as the vote for all five owners. On the other hand, if the District receives two ballots, one YES and one NO, the District will apportion fifty percent (50%) of that parcel’s vote to YES and fifty percent (50%) to NO.

Received After Packet was sent to the Board.

TRANSMITTAL

Date: May 19, 2020

Project Number: PP20-6965-0915

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

VIA Email

Phone: 805 928-8349
Fax:
Email: lon4fsawb@gmail.com

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

Phone: 805 544-4011
Fax: 805 544-4294
Email: kariw@wallacegroup.us

Subject: Proposal for Prop 218 Support

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, 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
PP20-6965
Exhibit A
Exhibit B



WALLACE GROUP®

CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us

May 19, 2020

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

Subject: San Antonio Basin Engineer's Report

Dear Ms. Glass:

Wallace Group appreciates the opportunity to provide you with our proposal for engineering services for the above referenced project.

PROJECT UNDERSTANDING

Local agencies, including water districts, may be formed to manage groundwater under authority granted in the California Water Code or other applicable State statutes. In 2014, the State Legislature established a three-bill package known as the Sustainable Groundwater Management Act (SGMA). SGMA provides a framework of authorities and actions for local, sustainable management of groundwater, with a backstop for state intervention if necessary to protect groundwater basins. SGMA defines sustainable groundwater management as "the management and use of groundwater in a manner that can be maintained during the planning and implementation horizon without causing undesirable results." This act builds upon the existing groundwater management provisions of AB 3030 (1992), SB 1938 (2002), AB 359 (2011), and SB X7 6 (2009).

Wallace Group has been assisting the formation Committee in obtaining funding. San Antonio Water Basin Water District was recently approved, and the final steps of the funding will be completed under the Water District. The following Scope of Services are the remaining steps necessary to complete the Proposition 218 process.

SCOPE OF SERVICES

Task 1.0: Engineer's Report

Wallace Group will finalize the Draft and Final Engineer's Report including the roll.

Task 2.0: Proposition 218 Support

To comply with the Proposition 218 Process regarding imposing assessments upon properties within an agency's jurisdiction (Article XIII D, Section 6 of the California Constitution), Wallace Group proposes to complete the following tasks:

Task 2.1: Notice to Rate Payers - Ballot Preparation

Wallace Group will prepare the draft-Final Engineer's Report to be approved by the District. Wallace Group will prepare the ballots and noticing documents to be used in the Protest Hearing. The Client will be requested to review and comment on the noticing documents prior to being mailed. Any additional mailers will be required to be prepared by the client.

The District will hold a meeting to authorize the mailing of the ballots and Proposition 218 Noticing Documents. Wallace Group will attend this meeting (via conference call) to answer any questions that may arise about the process. The written notice will be mailed within three (3) days of the meeting to the record owners within the area subject to the proposed fee or charge. This notice will include information to conform to Proposition 218, including the amount of the proposed assessment, the basis upon which the amount of the assessment was calculated, and how to protest the proposed assessment. Wallace Group will utilize the approved Engineer's Report for completion of this task.

It is anticipated that there may be clarifications or corrections to the assessments and Wallace Group will provide our staff's contact information so that any Assessee may call or email our office to request clarification or make corrections.



CIVIL AND
TRANSPORTATION
ENGINEERING

CONSTRUCTION
MANAGEMENT

LANDSCAPE
ARCHITECTURE

MECHANICAL
ENGINEERING

PLANNING

PUBLIC WORKS
ADMINISTRATION

SURVEYING /
GIS SOLUTIONS

WATER RESOURCES

WALLACE GROUP
A California Corporation

612 CLARION CT
SAN LUIS OBISPO
CALIFORNIA 93401

T 805 544-4011
F 805 544-4294

www.wallacegroup.us



Task 2.2: Protest Hearing

The District will conduct a public hearing (Protest Hearing) regarding the proposed assessments not less than 45 days after mailing the notice to the rate payers. Wallace Group will attend this protest hearing and be available to answer any questions that the community might have regarding the proposed assessment.

At the close of the public hearing, Wallace Group will examine and tally the ballots as directed by the Board of Directors to determine the validity of all protests received, including those received during the public hearing, to determine if a majority of written protests exist. Wallace Group will report the results of the tabulation to the District and LAFCO in order to comply with the conditions of approval.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services are not included in the above Scope of Services or estimate of fees:

- Cost for utilizing the services for Protest Certification, if required by Board of Directors, not a legal requirement (i.e. League of Women Voters or the County Clerk’s Office)
- Cost of any LAFCO charges for documents or lists of owners

PROJECT FEES

Wallace Group will perform the services denoted in Tasks 1 and 2 of 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, including reimbursables will not exceed our estimated fee of \$20,660 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 Engineering 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:

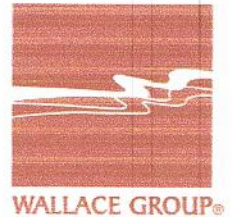
Kari E. Wagner, PE C66026
Principal
612 Clarion Court
San Luis Obispo
California 93401
T 805 544-4011
F 805 544-4294
www.wallacegroup.us
Attachments
kc: PP19-6965, 2019, std
Exhibit A
Exhibit B

Signature Kevin Merrill

Printed Name President, Board of Directors

Title May 20, 2020

Date



Task 2.2: Protest Hearing

The District will conduct a public hearing (Protest Hearing) regarding the proposed assessments not less than 45 days after mailing the notice to the rate payers. Wallace Group will attend this protest hearing and be available to answer any questions that the community might have regarding the proposed assessment.

At the close of the public hearing, Wallace Group will examine and tally the ballots as directed by the Board of Directors to determine the validity of all protests received, including those received during the public hearing, to determine if a majority of written protests exist. Wallace Group will report the results of the tabulation to the District and LAFCO in order to comply with the conditions of approval.

ITEMS NOT INCLUDED IN SCOPE OF SERVICES

The following services are not included in the above Scope of Services or estimate of fees:

- Cost for utilizing the services for Protest Certification, if required by Board of Directors, not a legal requirement (i.e. League of Women Voters or the County Clerk's Office)
- Cost of any LAFCO charges for documents or lists of owners

PROJECT FEES

Wallace Group will perform the services denoted in Tasks 1 and 2 of 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, including reimbursables will not exceed our estimated fee of \$20,660 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 Engineering services. If you would like to discuss this proposal in greater detail, please feel free to contact me.

Sincerely,

WALLACE GROUP, a California Corporation

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
Attachments
kc: PP19-6965. 2019. std
Exhibit A
Exhibit B

TERMS AND CONDITIONS ACCEPTED:

Signature Kevin Merrill

Printed Name President, Board of Directors

Title May 20, 2020

Date

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

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
- delivery/copy services
- sub-consultant services
- mileage (per IRS rates)
- agency fees
- 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. PP20-6965
Contract Agreement Date: May 19, 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.