

San Antonio Basin Water District

Board of Directors Regular Meeting
March 15, 2022, at 1:00 P.M.

Subject to the Board's approval of Resolution 22-03, 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 below.
You can join on your computer and/or call in.
Screen share at <https://us02web.zoom.us/j/5896878298>

If you are unable to join via computer, or do not have speakers or a microphone on your computer, you can dial in for audio. Call +1-408-638-0968 or +1-669-900-6833 and enter ID: 589 687 8298

If you would like to speak during the public comment portion of the meeting, you have the following options:

Online – raise your hand, or use the Chat option

Phone – press *9 to raise your hand, *6 to mute or unmute to submit comments.

Meeting and Agenda

- 1) **Call to Order**
- 2) **Roll Call**
- 3) **Review and Adopt Resolution 22-03; Authorizing Renewal of Remote Teleconference Meetings Under AB361**
- 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) **Minutes**
 - a. February 2022 Board Meeting Minutes – **Board Approval Needed**
- 6) **Financial Report**
 - a. Review and Approve February Financial Statements
 - b. Assessments Status Report
 - c. Review February GSA Financial Statements
- 7) **Other Business**
 - a. Discussion and Possible Action on Contract Agreement for District Manager
 - b. Independent Special District Official Mailed Election Ballot for 2022 LAFCO Appointment
 - c. LAFCO Municipal Service Review (MSR) Questionnaire regarding Water, Wastewater, Recycled Water, and Storm Water Drainage Services

- 8) **Informational Items**
 - a. Management/Administration Report
 - b. Director Training Report
 - c. Update on San Antonio Basin Groundwater Sustainability Agency
 - i. Well Registration and Metering Program
- 9) **New Business**— requests for items to be placed on next agenda.
- 10) **Next Meeting Date – April 19, 2022**
- 11) **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 or 805-928-8349. Notifications of at least forty-eight (48) hours prior to the meeting will help enable reasonable arrangements to ensure accessibility to the meeting.

Copies of Meeting Documents can be found on our District Webpage <https://sanantoniobasinwd.org/> or requested by contacting Donna Glass, admin@sanantoniobasinwd.org or 805-928-8349.

SAN ANTONIO BASIN WATER DISTRICT

RESOLUTION 22-03

RESOLUTION RENEWING USE OF REMOTE TELECONFERENCE MEETINGS UNDER AB361

WHEREAS, meetings of the Board of Directors (“Board”) of San Antonio Basin Water District (“District”) and its committees are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative bodies conduct their business;

WHEREAS, Government Code section 54953(e), as amended by Assembly Bill 361 (2021) (“AB361”), signed by the Governor on September 16, 2021, provides for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on January 18, 2022, in Resolution 22-01, the District invoked AB361 to authorize teleconference meetings subject to the modified standard of Government Code section 54953(e); and

WHEREAS, pursuant to Government Code section 54953(e)(3), the District is required to reconsider the state of emergency every 30 days.

NOW, THEREFORE, BE IT RESOLVED that:

Section 1. Findings. The Board hereby finds as follows:

- (a) The Board has reconsidered the circumstances of the state of emergency.
- (b) As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Section 2. Procedures for Teleconference Meetings. The District and its committees shall hold teleconference meetings pursuant to the requirements of Government Code section 54953(e).

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption.

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Section 4. Renewal. Pursuant to Government Code section 54953(e)(3), the District will reconsider the state of emergency every 30 days.

PASSED AND ADOPTED by the Board of Directors of San Antonio Basin Water District on March 15, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

ATTEST:

Craig Reade, Secretary of the Board of Directors

San Antonio Basin Water District

Board of Directors Regular Meeting
February 15, 2022, at 1:00 P.M.

Meeting Minutes

Subject to the Board's approval of Resolution 22-02, 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 below.

You can join on your computer and/or call in.

Screen share at <https://us02web.zoom.us/j/5896878298>

If you are unable to join via computer, or do not have speakers or a microphone on your computer, you can dial in for audio. Call +1-408-638-0968 or +1-669-900-6833 and enter ID: 589 687 8298

If you would like to speak during the public comment portion of the meeting, you have the following options:

Online – raise your hand, or use the Chat option

Phone – press *9 to raise your hand, *6 to mute or unmute to submit comments.

1) Call to Order

The meeting was called to order at 1:02 p.m. by Vice-President Sharer.

2) Roll Call

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

Directors Present:

Randy Sharer

Craig Reade

Victor Schaff

Directors absent: Kevin Merrill and Ken Hunter

Others in attendance: Donna Glass - District Manager, Leta Spencer - Westchester Group Investment Management, Inc., Barbara Landon - GSA Advisory Committee and Len Bileti - LACSD.

3) Review and Adopt Resolution 22-02; Authorizing Renewal of Remote Teleconference Meetings Under AB361

Motion was made by Director Sharer to Adopt Resolution 22-02; Authorizing Renewal of Remote Teleconference Meetings Under AB361 as presented. **Motion seconded** by Director Reade

A roll call vote was taken and the motion carried.

AYES: Director Sharer, Reade, and Schaff

NOES: None; **ABSTAIN:** None; **ABSENT:** Director Merrill and Hunter

- 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.

There were no comments.

5) **Minutes**

a. January 2022 Board Meeting Minutes – **Board Approval Needed**

Motion was made by Director Reade to approve the January 2022 Minutes as presented.
Motion seconded by Director Schaff

A roll call vote was taken and the motion carried.

AYES: Director Sharer, Reade, and Schaff

NOES: None; **ABSTAIN:** None; **ABSENT:** Director Merrill and Hunter

6) **Financial Report**

a. **Review and Approve January Financial Statements**

As of January 31, 2021, 58% of the year has elapsed. The SABWD has collected \$691,667 or 86% of the Assessments.

The expenses through January have been \$306,095 or 37% of the budget. This includes \$260,000 transferred to the GSA or 77% of the GSA portion of the Budget. Net Income YTD has been \$399,318. Checking balance is \$889,973 which includes \$471,408 designated toward Reserves.

Motion was made by Director Schaff to approve the January Financial Statements as presented. **Motion seconded** by Director Reade

A roll call vote was taken and the motion carried.

AYES: Director Sharer, Reade, and Schaff

NOES: None; **ABSTAIN:** None; **ABSENT:** Director Merrill and Hunter

b. **Assessments Status Report**

As of February 9th, the District has received \$730,107 of the 2021-22 Assessments. The remaining balance is \$67,730.

Reminder letters were sent out on Jan 7th about approaching delinquent date. Wallace Group and the District received several calls from landowners sent the letter. Several of those payment have now been made.

Any remaining assessments unpaid by July 2022 will incur the 5% penalty and be added to the Santa Barbara County Property Tax Bill for Dec 2022.

Work has begun on the 2022-23 assessment roll. There have been several ownership changes. The Santa Barbara County Assessor has been very helpful in assisting us with getting the information on the changes. Now that we have a fund # with the SBC Auditor we can request a current updated roll.

Wallace Group mailed out the cover letter, Change Order Form and Policy requesting any change orders be returned by March 29th. Letter/change order is available on the website along with the change request policy approved in 2020.

c. Review January GSA Financial Statements

As of January 31, 2021, 58% of the year has elapsed. The SABGSA accounts total \$-7,578. The expenses YTD have been \$341,048 or 78% of the budget. They have received \$260,000 from the SABWD YTD or 78% of the Budget.

Four grant funding invoices were submitted to DWR for a total of \$135,775 due. On Feb 11th a check from DWR was received for invoices 12A and 12B for a total of \$88,498. Balance invoiced remaining for Grant A and B are \$10,322/\$36,955 for a total of \$47,277.

As of Feb 11th, Grant A has a remaining balance of \$41,600. Grant B's remaining balance is \$82,180. Total remaining of grant funds is \$123,780. It is expected the GSA will receive the balance of funds before the end of the FY.

d. Consider Approval of GSA Fund Request

GSA canceled the request due to recently receiving the grant funds.

7) Discussion and Possible Action on Contract Agreement for District Manager

Brief discussion that the Agreement had not been finalized by legal counsel and will be on the March agenda.

8) Informational Items

a. Management/Administration Report

Donna Glass provided most of the updates during the agenda items.

i. Independent Special District Official Mailed Election Ballot for 2022 LAFCO appointment

Brief discussion about the two candidates on the ballot. More information will be gathered and discussed at next meeting.

ii. LAFCO Municipal Service Review (MSR) Questionnaire regarding Water, Wastewater, Recycled Water, and Storm Water Drainage Services

Brief discussion about the questionnaire. Staff will fill out and board will review/discussed at next meeting before the submittal due date of March 31st.

b. Director Training Report

Reminder that Form 700's are due by April 1st. Emails were sent out by the SB County recently with a link to your previous information.

c. Update on San Antonio Basin Groundwater Sustainability Agency

Director Sharer provided a brief update and some discussion took place regarding:

i. New Executive Director, Stephanie Bertoux

Update on transition of new ED.

ii. Vandenberg Dunes Golf Course Development

Update on the presentation by Owen Larkin, of the Larkin Group, on the proposed development of the Vandenberg Dunes Golf Course. The proposed development plans include a scenario where 500 AFY of water per year may be diverted to the Barka Slough via a pipeline approximately 1.5 miles in length. It is anticipated that the pipeline will cost \$1 million per mile to construct. The next steps for the Larkin Group are to finalize the MOU with VSFB and to complete the EIS. No action was taken on this item by the GSA Board. The GSA Board is discussing this at their February meeting.

iii. Agreement between San Antonio Basin GSA and Los Alamos Community Services District (CSD)

Brief update provided by Director Sharer and Len Bileti about the history behind formalizing an agreement between the GSA and LACSD. The draft MOU addresses the agreement between the San Antonio Basin GSA and the Los Alamos Community Services District (CSD) regarding the financing mechanisms to be used to fund future groundwater management activities in the San Antonio Creek groundwater basin and clarify the impact of those financing mechanisms on Los Alamos CSD customers. There were items in the MOU that required additional review by SABGSA's legal counsel. This item was tabled until a future GSA Board meeting. The District also requested the District be removed from the MOU as this agreement is strictly between the GSA and the CSD. The District and CSD have their own separate agreement regarding the two wastewater parcels. The LACSD is excluded from the District boundaries.

iv. Well Registration and Metering Program

The GSA Board of Directors briefly discussed the well registration and metering program at their last meeting and would like the development of the program to be a top priority. The GSA Board of Directors requested that the Advisory Committee make recommendations regarding the next steps.

At the Feb 1st GSA Advisory Committee meeting Leta Spencer and Matthew Scrudato were appointed to the newly formed ad-hac committee recommended to the GSA. The GSA February agenda is proposing that an ad-hac committee be appointed for preliminary exploration. District Manager will be attending the ad-hac committee meetings to assist with anything the District can help with or provide.

9) New Business— requests for items to be placed on next agenda.

Request was made to add the two LAFCO items to next month's agenda:

10) Next Meeting Date – March 15, 2022

The next meeting date will be March 15, 2022.

11) Adjournment

Meeting was adjourned by Director Sharer at 2:05 p.m.

Respectfully submitted,

Craig Reade, Secretary

Accepted:

Kevin Merrill, President

Date

DRAFT

San Antonio Basin Water District
Profit & Loss Budget vs. Actual
 July 2021 through February 2022

66% of the year has elapsed	<u>Jul '21 - Feb 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Assessments	707,038.90	800,179.00	-93,140.10	88.36%
FSAWB Carry Over Funds	399.40	0.00	399.40	100.0%
Misc Payments	13,347.29	23,068.00	-9,720.71	57.86%
Total Income	<u>720,785.59</u>	<u>823,247.00</u>	<u>-102,461.41</u>	<u>87.55%</u>
Expense				
01 - General Manager	20,800.02	41,600.00	-20,799.98	50.0%
02 - Employment Taxes and Benefits	1,591.20	14,600.00	-13,008.80	10.9%
03 - Audit & Financial Reporting	5,200.00	10,800.00	-5,600.00	48.15%
04 - Contract Admin(Assesmt Billing)	16,473.00	28,000.00	-11,527.00	58.83%
05 - Legal Services	4,067.00	31,200.00	-27,133.00	13.04%
06 - Meeting Room Lease	149.90	1,200.00	-1,050.10	12.49%
07 - Web Page Support	0.00	1,200.00	-1,200.00	0.0%
08 - Conferences/Training	0.00	5,200.00	-5,200.00	0.0%
09 - Travel	0.00	3,600.00	-3,600.00	0.0%
10 - Insurance E&O; Board	2,577.00	3,300.00	-723.00	78.09%
11 - Office Supplies	250.50	2,100.00	-1,849.50	11.93%
12 - Postage/Printing	0.00	5,200.00	-5,200.00	0.0%
13 - Board Elections	0.00	2,100.00	-2,100.00	0.0%
14 - CSDA Membership	200.00	1,000.00	-800.00	20.0%
15 - LAFCO District Fees	0.00	1,000.00	-1,000.00	0.0%
16 - Telephone/Computer/Internet	0.00	3,100.00	-3,100.00	0.0%
17 - Contingency 10%	0.00	15,500.00	-15,500.00	0.0%
18 - GSA Budget	260,000.00	337,839.00	-77,839.00	76.96%
19 - Designation to District Reserve	0.00	314,708.00	-314,708.00	0.0%
Total Expense	<u>311,308.62</u>	<u>823,247.00</u>	<u>-511,938.38</u>	<u>37.82%</u>
Net Ordinary Income	<u>409,476.97</u>	<u>0.00</u>	<u>409,476.97</u>	<u>100.0%</u>
Net Income	<u><u>409,476.97</u></u>	<u><u>0.00</u></u>	<u><u>409,476.97</u></u>	<u><u>100.0%</u></u>

San Antonio Basin Water District
Balance Sheet
As of February 28, 2022

Feb 28, 22

ASSETS

Current Assets

Checking/Savings

Community Bank - Checking 900,131.09

Total Checking/Savings 900,131.09

Total Current Assets 900,131.09

TOTAL ASSETS **900,131.09**

LIABILITIES & EQUITY

Equity

Board Designated Reserves 471,408.40

32000 - Retained Earnings 19,245.72

Net Income 409,476.97

Total Equity 900,131.09

TOTAL LIABILITIES & EQUITY **900,131.09**

**San Antonio Basin Water District
Transaction List by Vendor
February 2022**

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Memo</u>	<u>Account</u>	<u>Amount</u>
CARRIE TROUP	Check	02/03/2022	5073	INV # 0222SABWD	Community Bank - Checking	-650.00
Cripple Creek Ranch LLC	Check	02/25/2022	5076	Reimbursed Assessment Double Paid	Community Bank - Checking	-100.15
The Law Offices of Young Wooldridge	Check	02/03/2022	5072	CLIENT ID 21089 AFD	Community Bank - Checking	-165.00
Wallace Group	Check	02/25/2022	5074	1591-0002-00	Community Bank - Checking	-4,368.77



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

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

February 16, 2022
 Project No: 1591-0002-00
 Invoice No: 55642
Invoice Total \$4,368.77

Project 1591-0002-00 San Antonio Basin Water District, Tax Roll Preparation

Professional services rendered through January 31, 2022

Phase 00100 Tax Roll Preparation

Labor

	Hours	Rate	Amount	
Principal	2.50	238.00	595.00	
Senior Project Analyst I	2.75	147.00	404.25	
Senior Mechanical Engineer II	17.75	182.00	3,230.50	
Project Assistant III	1.00	117.00	117.00	
Totals	24.00		4,346.75	
Total Labor				4,346.75

Reimbursables

Reimbursable Postage/Shipping/Delivery	22.02			
Total Reimbursables			22.02	22.02

Total this Phase \$4,368.77

Budget

	Current	Prior	To-Date	
Labor	4,346.75	34,397.75	38,744.50	
Limit			48,000.00	
Remaining			9,255.50	
				Total this Invoice \$4,368.77

Outstanding Invoices

Number	Date	Balance
54750	11/12/2021	29.75
Total		29.75

Billing Backup

Wednesday, February 16, 2022

Wallace Group

Invoice 55642 Dated 2/16/2022

5:14:49 PM

Project	1591-0002-00	San Antonio Basin Water District, Tax Roll Preparation
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Phase	00100	Tax Roll Preparation
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Labor

			Hours	Rate	Amount
Principal					
Wagner, Kari	1/5/2022	Delinquent Letter Review	.50	238.00	119.00
Wagner, Kari	1/7/2022	Project Update	.25	238.00	59.50
Wagner, Kari	1/12/2022	Follow Up on Customer Question	.50	238.00	119.00
Wagner, Kari	1/13/2022	Follow Up on Customer Question	.25	238.00	59.50
Wagner, Kari	1/28/2022	Review Change Request Letter	.25	238.00	59.50
Wagner, Kari	1/31/2022	Call with Babak Re. Delinquent Invoice	.75	238.00	178.50
Senior Project Analyst I					
Lepore, Lonnie	12/3/2021	Process A/R, Bank Dep, Updates SprdSht	.50	147.00	73.50
Lepore, Lonnie	12/22/2021	A/R, Bank Dep	.50	147.00	73.50
Lepore, Lonnie	1/5/2022	A/R, Financial Updates, Coord letters w/BL	.75	147.00	110.25
Lepore, Lonnie	1/19/2022	A/R, Bank Dep	.50	147.00	73.50
Lepore, Lonnie	1/26/2022	A/R, Bank Dep, Updates to DGlass	.50	147.00	73.50
Senior Mechanical Engineer II					
Lindah, Nels	1/4/2022	Deliquent Letter Process Setup; dB Update for only delinquents;	6.00	182.00	1,092.00
Lindah, Nels	1/5/2022	dB Updatesa/Changes; Letter, Envelope, Label Production;	5.00	182.00	910.00
Lindah, Nels	1/6/2022	Final Details 0075 and 0050; MV Stuffing Delegation;	.75	182.00	136.50
Lindah, Nels	1/7/2022	#0050 Re-process	.50	182.00	91.00
Lindah, Nels	1/10/2022	0075 Payment Followup;	.25	182.00	45.50
Lindah, Nels	1/11/2022	075 Delinquent Payment Mailing;	.25	182.00	45.50
Lindah, Nels	1/12/2022	Abeloe Question;	.25	182.00	45.50
Lindah, Nels	1/13/2022	Abeloe Question;	.25	182.00	45.50
Lindah, Nels	1/14/2022	Rebill Abeloe 0005 instead of 0004;	.75	182.00	136.50
Lindah, Nels	1/19/2022	Abloe VM; Returned Delinquent Notices;	.75	182.00	136.50

Project	1591-0002-00	SAN ANTONIO BASIN WTR TAX ROLL PREP		Invoice	55642
Lindahl, Nels		1/24/2022	.25	182.00	45.50
	Resend of Assessment 0047 Invoice;				
Lindahl, Nels		1/26/2022	2.00	182.00	364.00
	0087 Invoice Mail to new Owner; dB Address Updates;				
Lindahl, Nels		1/27/2022	.50	182.00	91.00
	0042 dB and Invoice Updates;				
Lindahl, Nels		1/31/2022	.25	182.00	45.50
	Babak Acres Question;				
	Project Assistant III				
Valez, Matthew		1/6/2022	1.00	117.00	117.00
	Project assistance.				
	Totals		24.00		4,346.75
	Total Labor				4,346.75

Reimbursables

Reimbursable Postage/Shipping/Delivery

0013122	1/31/2022	Postage Log January 2022 / 1/11/2022 NEL	20.68
0013122	1/31/2022	Postage Log January 2022 / 1/13/2022 NEL	.67
0013122	1/31/2022	Postage Log January 2022 / 1/26/2022 NEL	.67

Total Reimbursables **22.02** **22.02**

Total this Phase **\$4,368.77**

Total this Project **\$4,368.77**

Total this Report **\$4,368.77**



THE LAW OFFICES OF

A LIMITED LIABILITY PARTNERSHIP · EST. 1939
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PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATIONS

CONFIDENTIAL

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

January 31, 2022

Client ID 21089 AFD

Statement for period through January 31, 2022

Summary by Matter

Matter	Description	Prior Balance	Payments & Adjustments	Current Charges	Total Due
25	EMPLOYEES--GEN (INCLUDING POLICIES)	\$0.00	\$0.00	\$165.00	\$165.00
		PRIOR STATEMENT BALANCE			\$0.00
		CURRENT CHARGES			\$165.00
		PAY THIS AMOUNT			\$165.00

Any Payments Received After 01/31/22 Will Appear on Your Next Statement

Visa, MasterCard and Discover accepted

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

San Antonio Basin Water District
Transaction List by Customer
All Transactions as of 2-16-2022

Assessment No.	Invoiced	Paid	Balance
0001	\$ 5,508.26	\$ 5,508.26	\$ -
0002	\$ 240.12	\$ -	\$ 240.12
0003	\$ 8,084.18	\$ 8,084.18	\$ -
0004	\$ 50.00	\$ 50.00	\$ -
0005	\$ 50.00	\$ 50.00	\$ -
0006	\$ 50.00	\$ 50.00	\$ -
0007	\$ 983.36	\$ 983.36	\$ -
0008	\$ 6,181.78	\$ 6,181.78	\$ -
0009	\$ 251.14	\$ 251.14	\$ -
0010	\$ 50.00	\$ 50.00	\$ -
0011	\$ 267.99	\$ -	\$ 267.99
0012	\$ 127.21	\$ 127.21	\$ -
0013	\$ 38,154.73	\$ -	\$ 38,154.73
0014	\$ 50.00	\$ 50.00	\$ -
0015	\$ 54,554.70	\$ 54,554.70	\$ -
0016	\$ 2,139.23	\$ 2,139.23	\$ -
0017	\$ 50.00	\$ 50.00	\$ -
0018	\$ 50.00	\$ 50.00	\$ -
0019	\$ 50.00	\$ -	\$ 50.00
0020	\$ 3,614.60	\$ 3,614.60	\$ -
0021	\$ 50.00	\$ 50.00	\$ -
0022	\$ 73.37	\$ 73.37	\$ -
0023	\$ 50.00	\$ 50.00	\$ -
0024	\$ 50.00	\$ 50.00	\$ -
0025	\$ 25,159.41	\$ 25,159.41	\$ -
0026	\$ 4,770.66	\$ 4,770.66	\$ -
0027	\$ 645.00	\$ 645.00	\$ -
0028	\$ 814.70	\$ 814.70	\$ -
0029	\$ 2,005.71	\$ 2,005.71	\$ -
0030	\$ 50.00	\$ -	\$ 50.00
0031	\$ 2,524.83	\$ 2,524.83	\$ -
0032	\$ 1,069.46	\$ 1,069.46	\$ -
0033	\$ 50.08	\$ 150.15	\$ (100.07)
0034	\$ 13,035.58	\$ 13,035.58	\$ -
0035	\$ 3,148.25	\$ -	\$ 3,148.25
0036	\$ 54.78	\$ 54.78	\$ -
0037	\$ 2,992.51	\$ 2,992.51	\$ -
0038	\$ 806.68	\$ 806.68	\$ -
0039	\$ 3,625.96	\$ 3,625.96	\$ -
0040	\$ 380.78	\$ -	\$ 380.78
0041	\$ 50.00	\$ 50.00	\$ -
0042	\$ 469.29	\$ 469.29	\$ -
0043	\$ 50.00	\$ -	\$ 50.00
0044	\$ 347.50	\$ 347.50	\$ -

**San Antonio Basin Water District
Transaction List by Customer
All Transactions as of 2-16-2022**

Assessment No.	Invoiced	Paid	Balance
0045	\$ 50.00	\$ 50.00	\$ -
0046	\$ 50.00	\$ -	\$ 50.00
0047	\$ 63.85	\$ 63.85	\$ -
0048	\$ 2,631.60	\$ 2,631.60	\$ -
0049	\$ 1,774.88	\$ -	\$ 1,774.88
0050	\$ 1,697.74	\$ -	\$ 1,697.74
0051	\$ 50.00	\$ 50.00	\$ -
0052	\$ 82,674.20	\$ 82,674.20	\$ -
0053	\$ 14,686.56	\$ 14,686.56	\$ -
0054	\$ 50.00	\$ 50.00	\$ -
0055	\$ 10,242.67	\$ 10,242.67	\$ -
0056	\$ 50.00	\$ 50.00	\$ -
0057	\$ 2,926.04	\$ 2,926.04	\$ -
0058	\$ 2,266.68	\$ 2,266.68	\$ -
0059	\$ 8,243.46	\$ -	\$ 8,243.46
0060	\$ 1,637.54	\$ 1,637.54	\$ -
0062	\$ 53.17	\$ 53.17	\$ -
0064	\$ 501.02	\$ 501.02	\$ -
0065	\$ 11,462.56	\$ 11,462.56	\$ -
0066	\$ 1,267.60	\$ -	\$ 1,267.60
0067	\$ 723.44	\$ -	\$ 723.44
0068	\$ 248.84	\$ 248.84	\$ -
0070	\$ 5,527.40	\$ 5,527.40	\$ -
0071	\$ 4,721.39	\$ -	\$ 4,721.39
0072	\$ 5,161.68	\$ 5,161.68	\$ -
0073	\$ 3,607.94	\$ 3,607.94	\$ -
0074	\$ 50.00	\$ 50.00	\$ -
0075	\$ 316.31	\$ 316.31	\$ -
0076	\$ 207.98	\$ 207.98	\$ -
0077	\$ 87.54	\$ 87.54	\$ -
0078	\$ 53.30	\$ 53.30	\$ -
0079	\$ 2,427.11	\$ 2,427.11	\$ -
0080	\$ 8,000.35	\$ 8,000.34	\$ 0.01
0081	\$ 9,733.59	\$ 9,733.59	\$ -
0082	\$ 152.52	\$ -	\$ 152.52
0083	\$ 464.86	\$ 464.86	\$ -
0084	\$ 7,282.31	\$ 7,282.31	\$ -
0085	\$ 220.18	\$ 220.18	\$ -
0086	\$ 1,525.83	\$ 1,525.83	\$ -
0087	\$ 50.00	\$ -	\$ 50.00
0088	\$ 50.00	\$ 50.00	\$ -
0089	\$ 1,844.41	\$ 1,844.41	\$ -
0090	\$ 50.00	\$ 50.00	\$ -
0091	\$ 5,308.01	\$ 5,308.25	\$ (0.24)

**San Antonio Basin Water District
Transaction List by Customer
All Transactions as of 2-16-2022**

Assessment No.	Invoiced	Paid	Balance
0092	\$ 227,516.35	\$ 227,516.36	\$ (0.01)
0093	\$ 297.76	\$ 297.76	\$ -
0094	\$ 6,092.10	\$ 6,092.10	\$ -
0095	\$ 50.00	\$ 50.00	\$ -
0097	\$ 711.12	\$ 711.12	\$ -
0098	\$ 11,743.00	\$ 11,743.00	\$ -
0099	\$ 50.00	\$ 50.00	\$ -
0100	\$ 1,639.13	\$ 1,639.13	\$ -
0101	\$ 128.42	\$ 128.42	\$ -
0102	\$ 2,843.32	\$ 2,843.32	\$ -
0103	\$ 50.00	\$ 50.00	\$ -
0104	\$ 697.38	\$ 697.38	\$ -
0105	\$ 8,644.80	\$ 8,644.80	\$ -
0106	\$ 719.06	\$ 719.06	\$ -
0107	\$ 17,923.47	\$ 17,923.47	\$ -
0108	\$ 3,449.24	\$ -	\$ 3,449.24
0109	\$ 55,098.77	\$ 55,098.78	\$ (0.01)
0110	\$ 467.33	\$ 467.33	\$ -
0111	\$ 693.69	\$ 693.69	\$ -
0112	\$ 50.00	\$ 50.00	\$ -
0113	\$ 15,171.83	\$ 15,171.83	\$ -
0114	\$ 35,950.03	\$ 35,950.03	\$ -
0115	\$ 2,891.22	\$ 2,891.22	\$ -
0116	\$ 8,894.97	\$ 8,894.97	\$ -
0124	\$ 2,237.11	\$ 2,237.11	\$ -
0125	\$ 510.29	\$ 510.29	\$ -
0126	\$ 6,786.20	\$ 6,786.20	\$ -
0127	\$ 295.99	\$ 295.99	\$ -
0201	\$ 3,258.42	\$ -	\$ 3,258.42
	797,837.41	730,207.17	67,630.24

San Antonio Basin GSA
Profit & Loss Budget vs. Actual
 July 2021 through February 2022

66% of the year has elapsed	<u>Jul '21 - Feb 22</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
01 DWR Grant #1 Payments	82,736.42	37,379.00	45,357.42	221.35%
01 DWR Grant #2 Payments	69,331.32	92,005.00	-22,673.68	75.36%
4-Interest Income	13.08			
Total Income	<u>152,080.82</u>	<u>129,384.00</u>	<u>22,696.82</u>	<u>117.54%</u>
Expense				
Administration and Operation				
01Administrative Exp/Office Ex	33,885.00	70,400.00	-36,515.00	48.13%
02-Accountant	5,180.00	12,800.00	-7,620.00	40.47%
03-Comm Eng Grant Wrtnng NonGSP	0.00	25,000.00	-25,000.00	0.0%
04-Monitoring	26,719.56	45,048.00	-18,328.44	59.31%
05-Legal Counsel	11,671.50	45,000.00	-33,328.50	25.94%
06-Insurance	0.00	2,300.00	-2,300.00	0.0%
07-Audit Fees	0.00	3,200.00	-3,200.00	0.0%
08-GSP Development(GSIcontract)	219,687.00	221,000.00	-1,313.00	99.41%
09-GSP Related Costs-Annual Rep	55,910.00			
Total Administration and Operation	<u>353,053.06</u>	<u>424,748.00</u>	<u>-71,694.94</u>	<u>83.12%</u>
Total Expense	<u>353,053.06</u>	<u>424,748.00</u>	<u>-71,694.94</u>	<u>83.12%</u>
Net Ordinary Income	<u>-200,972.24</u>	<u>-295,364.00</u>	<u>94,391.76</u>	<u>68.04%</u>
Other Income/Expense				
Other Income				
11 Operating Transfers	260,000.00	337,839.00	-77,839.00	76.96%
Total Other Income	<u>260,000.00</u>	<u>337,839.00</u>	<u>-77,839.00</u>	<u>76.96%</u>
Other Expense				
Contingency (10%)	0.00	42,475.00	-42,475.00	0.0%
Total Other Expense	<u>0.00</u>	<u>42,475.00</u>	<u>-42,475.00</u>	<u>0.0%</u>
Net Other Income	<u>260,000.00</u>	<u>295,364.00</u>	<u>-35,364.00</u>	<u>88.03%</u>
Net Income	<u><u>59,027.76</u></u>	<u><u>0.00</u></u>	<u><u>59,027.76</u></u>	<u><u>100.0%</u></u>

San Antonio Basin GSA

Balance Sheet

As of February 28, 2022

Feb 28, 22

ASSETS

Current Assets

Checking/Savings

Community Bank of Santa Maria 43,903.30

Community Bank of SM MMKT -2449 25,012.84

Total Checking/Savings 68,916.14

Other Current Assets

Prepaid Insurance 1,783.00

Total Other Current Assets 1,783.00

Total Current Assets 70,699.14

TOTAL ASSETS 70,699.14

LIABILITIES & EQUITY

Equity

Retained Earnings 11,671.38

Net Income 59,027.76

Total Equity 70,699.14

TOTAL LIABILITIES & EQUITY 70,699.14

**San Antonio Basin GSA
Expenses by Vendor Detail
February 2022**

	<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Account</u>	<u>Split</u>	<u>Amount</u>
BERTOUX & COMPANY						
	Check	02/28/2022	2292	01Administrative Exp/Office Ex	Community Bank of Santa Maria	3,125.00
Total BERTOUX & COMPANY						<u>3,125.00</u>
Brownstein Hyatt Farber Schreck						
	Check	02/28/2022	2291	05-Legal Counsel	Community Bank of Santa Maria	604.50
Total Brownstein Hyatt Farber Schreck						<u>604.50</u>
Cachuma Resource Conservation District						
	Check	02/28/2022	2295	01Administrative Exp/Office Ex	Community Bank of Santa Maria	650.00
Total Cachuma Resource Conservation District						<u>650.00</u>
Carrie Troup, C.P.A.						
	Check	02/28/2022	2290	02-Accountant	Community Bank of Santa Maria	650.00
Total Carrie Troup, C.P.A.						<u>650.00</u>
GSI WATER SOLUTIONS, INC.						
	Check	02/28/2022	2293	08-GSP Development(GSIcontract)	Community Bank of Santa Maria	4,174.00
	Check	02/28/2022	2294	09-GSP Related Costs-Annual Rep	Community Bank of Santa Maria	2,801.50
Total GSI WATER SOLUTIONS, INC.						<u>6,975.50</u>
TOTAL						<u><u>12,005.00</u></u>

**SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY
ACCOUNTS RECEIVABLE**

updated 02.11.22

Name	Total per agreement	Amount Invoiced	Amount Paid	Amount Due (Receivable)
DWR Agreement A	300,000.00			
DWR 4600012675 Inv #1		16,690.68	16,690.68	-
DWR 4600012675 Inv #2		8,118.26	8,118.26	-
DWR 4600012675 Inv #3		3,312.97	3,312.97	-
DWR 4600012675 Inv #4		2,750.75	2,750.75	-
DWR 4600012675 Inv #5		1,968.90	1,968.90	-
DWR 4600012675 Inv #6		5,129.04	5,129.04	-
DWR 4600012675 Inv #7		34,047.11	34,047.11	-
DWR 4600012675 Inv #8A		30,533.31	30,533.31	-
DWR 4600012675 Inv #9A		28,065.35	28,065.35	-
DWR 4600012675 Inv #10A		34,725.16	34,725.16	-
DWR 4600012675 Inv #11A		35,988.84	35,988.84	-
DWR 4600012675 Inv #12A		46,747.57	46,747.58	(0.01)
DWR 4600012675 Inv #13A		10,321.78	-	10,321.78
Total Grant A	300,000.00			
		258,399.72	248,077.95	10,321.77

Amount Remaining Grant
A (includes retention) 41,600.28

DWR Agreement B	249,400.00			
DWR 4600012675 Inv #8B		8,032.57	8,032.57	-
DWR 4600012675 Inv #9B		28,772.16	28,772.16	-
DWR 4600012675 Inv #10B		24,128.96	24,128.96	-
DWR 4600012675 Inv #11B		27,580.90	27,580.90	-
DWR 4600012675 Inv #12B		41,750.42	41,750.42	-
DWR 4600012675 Inv #13A		36,955.38	-	36,955.38
Total Grant B	249,400.00			
		167,220.39	130,265.01	36,955.38

Amount Remaining Grant
B - (includes retention) 82,179.61

Amount Remaining Grant
A & B - (includes retention) 123,779.89

Total Grants A and B	549,400.00	425,620.11	378,342.96	47,277.15
	Total per agreement	Amount Invoiced	Amount Paid	Amount Due (Receivable)

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is entered into as of _____ by and between Donna Glass ("Consultant"), on the one hand, and the San Antonio Basin Water District (the "Client"), on the other hand, with reference to the following facts:

WHEREAS, the Client seeks to engage Consultant to perform certain services identified herein, and Consultant agrees to provide such services to Client pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the various covenants and agreements hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereto agree as follows:

1. Term; Termination. The Client hereby engages Consultant, and Consultant accepts such engagement, for a term commencing on January 1, 2022 (the "Effective Date") and continuing for one year. The contract may be renewed annually by mutual agreement.

A. Termination for Cause. The Client may terminate this Agreement at any time prior to January 1, 2023 (or prior to the expiration date of any period of renewal) without notice if the Consultant commits any material act of dishonesty, discloses Confidential Information (as defined herein), is guilty of gross carelessness or misconduct, or unjustifiably neglects its duties under this Agreement, commits any material breach of the terms of this Agreement or acts in any way that has a direct, substantial, and adverse effect on Client's reputation.

B. Termination without Cause. Either party may terminate this Agreement prior to January 1, 2023 (or prior to the expiration date of any period of renewal) without cause by giving the other party thirty (30) days prior written notice of termination.

C. Termination on Disability. If, at the end of any calendar month during the term of this Agreement, the Consultant is and has been, for the one full calendar month then ending, unable due to mental or physical illness or injury to perform its duties under this Continued Agreement in his normal and regular manner, this Continued Agreement shall be then terminated.

2. Services. Consultant shall provide the "Basic Services" and the "Additional Services" as identified in Exhibit A attached hereto (collectively, the "Services"), and such related Services as Client shall from time to time request .

3. Compensation.

(a) Fee. Subject to Section 3(d) below, in consideration for the Services, Client shall pay to Consultant a consulting fee of three thousand and nine hundred Dollars (\$3,900.00) per month for each month of **Basic Services** performed by Consultant (the "Fee").

(b) Fee. Subject to Section 3(d) below, in consideration for the Services, Client shall pay to Consultant a consulting fee of one hundred and twenty-five Dollars (\$125.00) per hour for each hour of **Additional Services** performed by Consultant (the "Fee").

(c) Reimbursable Expenses. Client shall also reimburse Consultant for reasonable out-of-pocket expenses incurred by Consultant in connection with the performance of the Services.

(d) Invoicing/Payment. Consultant shall submit a written invoice for the Fee and any reimbursable expenses to the Client on a monthly basis, identifying the Services performed by Consultant, the date of performance of the Services and the time spent. If the invoice includes reimbursable expenses, Consultant shall provide supporting documentation as the Client shall reasonably request. Each invoice provided by Consultant shall be paid by Client within thirty (30) business days of its receipt thereof.

4. Relationship of the Parties; Withholding and other Deductions. Consultant and Client acknowledge that Consultant is an independent contractor, and nothing herein contained shall be construed as creating a relationship of employer and employee or principal and agent, between Consultant and Client. Consultant shall neither act, nor make any representation that it is authorized to act as an employee, agent or officer of the Client. Consultant acknowledges and agrees that it is responsible for paying all taxes related to the Fee that Consultant receives from Client, and withholding any monies from the Fee that Consultant may be required to withhold. Consultant agrees to defend, indemnify and hold harmless Client from and against any and all claims, judgments, losses, damages (including special and consequential damages), costs and expenses, including actual attorneys' fees and costs, imposed upon or incurred by Client resulting or arising out of any failure of Consultant to pay any such taxes when due.

A. In performing the Services, Consultant shall be independent and not under the control and direction of the Client or subject to performance requirements.

B. The Services are provided for the Client and not any customers of Client.

C. Consultant represents that it is properly and duly licensed to provide the Services, and shall maintain all such licenses during the term of this Agreement.

D. The Services shall be provided in accordance with the terms of this Agreement.

E. The Services shall be performed at Consultant's physical location:

1875 Cambridge Way, Santa Maria, CA 93454

F. Nothing contained in this Agreement shall limit the ability of Consultant to perform the same or similar duties listed hereunder for any other Client, entity, or organization so long as such duties do not create a conflict of interest for the Consultant.

G. Consultant shall provide the tools, vehicles and equipment necessary to perform the Services.

5. Insurance. During the term of this Agreement, Consultant shall, at Consultant's sole expense, maintain professional liability and/or errors and omissions insurance in the amount of not less than \$1 million for each occurrence with a per annum aggregate limitation of not less than \$3 million. In addition, Consultant shall maintain vehicle liability, and other insurance in a minimum amount as required under California law, as deemed appropriate by the Consultant. Consultant

shall procure and/or maintain in full force and effect during the performance of services pursuant to this Agreement workers' compensation insurance covering its employees in performance of services under this Agreement. Consultant shall also maintain general liability insurance in an amount of not less than \$1 million for each occurrence. Consultant will provide evidence of such coverage upon request. Failure to provide evidence of such coverage upon request shall constitute cause for immediate termination of this Agreement. Consultant shall indemnify and hold harmless Client from any claim or cause of action arising out of or in connection with the acts or omissions of the Consultant under this Agreement or with respect to Consultant's business.

6. Confidential Information; Consultant's Intellectual Property.

6.1 Consultant acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Consultant, and that during the term of this Agreement, Consultant may acquire or have access to, certain Confidential Information (as hereinafter defined) of the Client. During the term of this Agreement and at all times thereafter, Consultant shall preserve as confidential all Confidential Information that it may acquire or have access to during the term of this Agreement. Without the Client's prior written consent, which may be given or withheld in the Client's sole and absolute discretion, Consultant shall not disclose any Confidential Information (i) to any third party nor give any third party access thereto, nor (ii) use any Confidential Information except to perform the Services hereunder, nor (iii) disclose the terms and conditions of this Agreement; provided, however, that the foregoing will not apply to the extent Consultant, in the opinion of counsel, is required to disclose any Confidential Information by applicable law or legal process as long as Consultant promptly notifies the Client of such pending disclosure and consults with the Client prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. In the event that Consultant is required by applicable law or legal process to disclose any Confidential Information, Consultant agrees to use reasonable efforts to obtain assurances that the information so disclosed will continue to be accorded confidential treatment.

6.2 Client acknowledges that during the course of providing the Services, Consultant may utilize its own Confidential Information, and that Client may acquire or have access to such Confidential Information during the term of this Agreement. Without the Consultant's prior written consent, which may be given or withheld in the Consultant's sole and absolute discretion, Client shall not disclose any Confidential Information (i) to any third party nor give any third party access thereto, nor (ii) use any Confidential Information except as authorized by Consultant in direct relationship to the Services hereunder, nor (iii) disclose the terms and conditions of this Agreement; provided, however, that the foregoing will not apply to the extent Client, in the opinion of counsel, is required to disclose any Confidential Information by applicable law or legal process as long as Client promptly notifies the Consultant of such pending disclosure and consults with the Consultant prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information.

6.3 Client acknowledges that in the course of providing Services, Consultant, may utilize, develop or disclose: writings, products, inventions, discoveries, developments, improvements, ideas, technical notes, programs, specifications, computer or other apparatus programs and related documentation, and other works of authorship, tangible and intangible property, whether or not patentable, copyrightable or subject to other forms of protection, made, created, developed, discovered, written or conceived by Consultant, (the "Consultant's Intellectual Property") in whole or in part, to Client, while providing Services.

6.4 Client acknowledges and agrees that Consultant shall at all times, own all rights, title and interest in any of Consultant's Intellectual Property even if developed by Consultant while providing Services to Client. Client shall not accrue any rights to any of Consultant's Intellectual Property, utilized, disclosed to or developed by Consultant while providing Services. During the term of this Agreement and at all times thereafter, Client shall only utilize Consultant's Intellectual Property, as authorized by the Consultant, and shall not disclose, reverse engineer, or use for purposes not authorized by Consultant, Consultant's Intellectual Property.

6.5 The covenants set forth in this Paragraph 6 are necessarily of special, unique and extraordinary nature and the loss arising from a breach thereof cannot reasonably and adequately be compensated by money damages, as such breach will cause the Client to suffer irreparable harm. Accordingly, if the Client institutes an action or proceeding to enforce this Agreement, Consultant waives the claim or defense thereto that the Client has an adequate remedy at law or has not been or is not being irreparably injured by such breach. Consultant further acknowledges and agrees that the Client will be entitled to preliminary and permanent injunctive or other extraordinary relief from a court of competent jurisdiction to restrain the violation or threatened violation of such covenants by Consultant or a person or persons acting for or with Consultant in any capacity. The Client will be entitled to such injunctive relief without the necessity of posting a bond or other security. The remedy set forth herein will be cumulative and not in limitation of any other legal remedies available.

6.6 As used in this Section 6:

6.6.1 "Confidential Information" shall mean (i) information owned by either party to this Agreement, that gives or could give the owner of such Confidential Information some competitive advantage or the disclosure of which could be detrimental to the owner's interests, (ii) information or material which is owned by either party to this Agreement, or in which either party has an interest, (iii) all information (in writing or otherwise) concerning either party to this Agreement (including, without limitation, information concerning the either party's business, assets, liabilities, operations, affairs, financial condition, projections, contracts, customers, products, plans or prospects) which is not already in the public domain, and (iv) all analyses, compilations, studies, reports, records or other documents or materials which contain, or are prepared on the basis of, any information or material which either party furnishes to the other or prepared by or for either party, for the other party, and (iv) as to Consultant, Consultant's Intellectual Property and any proprietary information related thereto. Notwithstanding the above, "Confidential Information" does not include any information or material that (a) is or becomes public knowledge otherwise than by act or omission or the non-owner of such information; or (b) is or becomes available to the non-owning party without obligation of confidence from a source (other than the owner of such information) having the legal right to disclose such information; or (c) is already in the non-owner's knowledge and/or possession and was not received by the non-owner as a result of a prior relationship with the other party to this Agreement.

6.6.2 "Client" shall also include any and all affiliates of the Client.

6.6.3 "Consultant" shall include any and all shareholders, employees, assistants, agents, advisors, independent contractors and affiliates of Consultant.

6.7 Representations and Warranties of Consultant. Consultant represents and warrants to the Client that it is not under any contractual or other restriction or obligation that is

inconsistent with the execution of this Agreement, the performance of the Services hereunder, or the rights of the Client hereunder.

7. Indemnification. Consultant agrees to indemnify and hold harmless Client and its affiliates and their respective officers, directors, shareholders, partners, members, managers, trustees, employees, agents, representatives, insurers and re-insurers successor and assigns from and against any and all claims, judgments, losses, damages (including special and consequential damages), costs and expenses, including actual attorneys' fees and costs, imposed upon or incurred by any of them resulting or arising out of any breach by the Consultant of this Agreement. Client agrees to indemnify and hold harmless Consultant and its affiliates and their respective officers, directors, shareholders, partners, members, managers, trustees, employees, agents, representatives, successor and assigns from and against any and all claims, judgments, losses, damages (including special and consequential damages), costs and expenses, including actual attorneys' fees and costs, imposed upon or incurred by any of them resulting or arising out of any breach by the Client of this Agreement.

8. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of law principles. Any suit brought in connection with this Agreement shall be brought in the state or federal courts sitting in Bakersfield, California.

9. Notices. Any and all notices required or permitted hereunder shall be in writing and shall be deemed delivered when (a) personally delivered to the recipient (b) upon receipt if delivered by nationally recognized courier service, electronic mail or facsimile, or (c) five (5) business days after mailing by certified or registered mail with proper first class postage affixed thereto to the parties hereto at the following addresses:

If to the Consultant:
Donna Glass
1875 Cambridge Way
Santa Maria, CA 93454

If to Client:
The Law Offices of Young Wooldridge
Attention: Alan Doud
1800 30th St, Fourth Floor
Bakersfield, CA, 93301

Any party hereto may from time to time by notice in writing served as set forth above designate a different address or a different or additional person to which all such notices or communications thereafter are to be given.

10. Entire Agreement; Modification. This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or written, with respect thereto. This Agreement may only be modified by a written instrument duly executed by the parties.

11. Survival. If any provision or clause of this Agreement or the application thereof to either party is held to be invalid by a court of competent jurisdiction, then such provision shall be severed herefrom, and such invalidity shall not affect any other provision of this Agreement, the balance of which shall remain in and have its intended full force and effect.

12. Third Party Beneficiaries. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement.

13. Waiver. The failure of either party hereto at any time to enforce performance by the other party of any provision of this Agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.

14. Assignment. No party to this Agreement may assign this Agreement or any of its rights or obligations hereunder to a third party without the prior written consent of the other party.

15. Further Assurances. The parties agree to execute and deliver such additional documents or instruments as may be necessary or appropriate to carry out the terms of this Agreement.

16. Severability. All sections, clauses and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any court, this Agreement shall be interpreted as if such invalid sections, clauses or covenants were not contained herein.

17. Attorney's Fees. In the event of any litigation concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses (including expert witness fees), in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

18. Legal Advice; Neutral Interpretation; Headings. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Agreement are for convenience of reference only and shall not be used in construing this Agreement. Each Party further acknowledges that she/it has had the opportunity to seek such legal advice as she/it deemed necessary in connection with entering into this Agreement. The Parties have freely negotiated the terms of this Agreement, such that it shall be construed neutrally and not in favor of or against any party who drafted the Agreement.

19. Authority. The parties hereto represent and warrant that they are authorized to enter into this agreement and have heretofore taken all acts necessary to authorize them to so act, and establish the rights and obligations between the parties hereto.

20. Counterparts. This Agreement may be executed and delivered, including by facsimile, in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date hereinabove set forth.

CONSULTANT:

DONNA GLASS

By: _____
Donna Glass

CLIENT:

By: _____
Chairman of the Board

Exhibit A

Description of Consulting Services

Consultant will undertake projects or tasks as directed by the Client or its designee, all as mutually agreed between the Parties.

1. Basic Services / Scope of Work

Perform the following services: All administrative, financial and management duties. This could include, but is not limited to, the following:

- Manage the business affairs of the SABWD including coordinate and attend board meetings, prepare agendas, board packets, prepare meeting minutes and follow-up.
- Provide all information relevant to the preparation and presentation of the financial statements, such as records documentation and other matters to the accountant. Review monthly financials statements provided by accountant. Resolve discrepancies directly with consultants and/or vendors and pre-approve/submit all invoices for payment.
- Review, develop, administer annual budget, and update 5-year budget in coordination with accountant and assessment engineer.
- Compile, update and maintain, in coordination with the assessment engineer and staff, annual Assessment Roll/Book, ownership changes/addresses and provide/answer questions from property owners regarding information about their parcels.
- Review, prepare and submit delinquencies for collections to the Santa Barbara County Auditor-Controller for Direct Charges.
- Attend monthly San Antonio Basin Groundwater Sustainability Agency (SABGSA) Board Meeting and monthly Stakeholder Advisory Committee meeting. Keep the Board informed of activities reported at those meetings.
- Secure all consultants/vendor contracts as necessary – accounting/legal/engineering/etc.
- Review and oversee the renewal of insurance policies.
- Maintain and coordinate required Board training/certifications/Form 700 records as necessary.
- Maintain and update the SABWD website.
- Prepare emails, newsletters, or other communications to keep District landowners, member agencies and the general public informed of SABWD and GSA activities.
- Provide pertinent information to accounting firm to complete the State Controller's Report and annual audit preparation/filing, as needed.

2. Additional Services Not Included in the Basic Services / Scope of Work

Consultant agrees to perform the following addition services not included in the Basic Services. This could include, but is not limited to, the following:

- Assist in planning/coordinating public workshops related to the GSA/GSP.
- Attending additional GSA committee/sub-committee/advisory committee meetings, as needed/requested.
- Other activities as directed by the Board of Directors.

INDEPENDENT SPECIAL DISTRICTS SELECTION COMMITTEE
Submit No Later than 5:00 pm, Monday, April 11, 2022

AGENDA ITEM # 7) b.

OFFICIAL BALLOT No. 1

Election of Regular Special District Member on Santa Barbara LAFCO

Vote for one of the following **Regular Special District Member** nominees:

<input type="checkbox"/>	Edward Fuller – Goleta Sanitary District
<input type="checkbox"/>	Jay Freeman, Incumbent – Isla Vista CSD

Name of Independent Special District

Signature

Print Name

Title (please check one)

- Presiding Officer of the Special District Board
- Board member alternate designated by Special District Board to vote in this election. (Gov. Code sec. 56332(a).)

Date: _____

Each returned ballot shall be signed by the presiding officer or his or her alternate as designated by the district governing body. (Gov. Code sec. 56332(a) & (c)(5).)

The voting member should submit his or her ballot directly to LAFCO by hand or U.S. mail to Jacquelyne Alexander, SANTA BARBARA LAFCO, 105 East Anapamu Street, Room 407, Santa Barbara CA 93101, or via email to lafco@sblafco.org, or Fax to (805) 568-2249

**SANTA BARBARA
LOCAL AGENCY FORMATION COMMISSION**

<p style="text-align: center;">NOMINATION FOR REGULAR SPECIAL DISTRICT MEMBER</p> <p style="text-align: center;"><i>Return to:</i> Executive Officer Santa Barbara LAFCO 105 East Anapamu Street, Room 407 Santa Barbara CA 93101 or FAX to (805) 568-2249 or email to lafco@sblafco.org</p>	<p>LAFCO STAFF USE</p> <p>Date Received: <u>12/29/21</u></p>
<p>Please print in ink or type</p>	
<p>POSITION SOUGHT: Regular Special District Member</p>	
<p>NAME OF NOMINEE: <u>EDWARD FULLER</u></p>	
<p>NOMINEE'S DISTRICT: <u>GOLETA SANITARY DISTRICT</u></p>	
<p>MAILING ADDRESS: <u>5860 Mandarin Dr. C</u> <u>Goleta, CA 93117</u></p>	
<p>Phone: Bus. _____ Cell: <u>805 570-6988</u></p>	
<p>SIGNATURE OF NOMINATOR:</p> <p style="text-align: center;"><u>GOLETA SANITARY DISTRICT</u> Name of Independent Special District</p> <p style="text-align: center;"><u>Jerry D. Smith</u> Signature</p> <p style="text-align: center;"><u>JERRY D. SMITH</u> Print Name</p> <p>Nominator Title (please check one)</p> <p><input checked="" type="checkbox"/> Presiding Officer of the Special District Board</p> <p><input type="checkbox"/> Presiding Officer's alternate as designated by Special District Board to vote or make a nomination in this election. (Gov. Code sec. 56332.)</p> <p>Date: <u>12/20/2021</u></p>	

ADDITIONAL INFORMATION: On this form or an accompanying letter, describe the nominee's personal interests, qualifications, experience, education, volunteer activities or community organization memberships that may bear on the nomination for the Alternate Special District Member: This information will be distributed to all independent special districts.

Local Agency Formation Commission
Edward Fuller Bio
December 29, 2021

Ed Fuller came into this world at Santa Barbara's Saint Francis Hospital in 1956 and has spent his entire life residing on the south coast of Santa Barbara County. He has attended local schools including Garfield, Isla Vista, Goleta Valley Junior High, Dos Pueblos Senior High, Santa Barbara City College, and extension classes at University of California Santa Barbara. Areas of study have been business, marketing, real estate, and mediation. He has received a Certificate in Professional Accounting from UCSB Extension and completed the Pepperdine/Caruso School of Law C.A.R. Mediation Training. He has completed diverse professional course work through the National Association of REALTORS covering many aspects of land use and real estate related issues.

As one of the 1,400 members of the Santa Barbara Association of REALTORS® he served as a Director for nine years and as President in 2014. In 2016 was awarded Honorary Member for Life. For four years starting in 2014 he served as a Director of the 200,000 member California Association of REALTORS® and in 2014 was a Delegate to the 1,400,000 member National Association of REALTORS® convention. He has been a member of the Santa Barbara Rental Property Association since 1974 and served six years on its Board of Directors. Organizational memberships have included the League of California Cities, Citizen's Planning Association of Santa Barbara, and many years as President of his Home Owners Association.

Throughout his life he has been an astute observer of local current events, issues and legislation including land use and transportation concerns. In 2014 he was appointed to the City of Goleta Planning Commission and served until his election in 2020 to the Goleta Sanitary District. In 2016 he made an unsuccessful run for California State Assembly 37th District based on his platform calling for the return of local planning issues to local communities. He received 36% of the vote in the General Election.

A lifelong bachelor, he has two brothers, one deceased from COVID, nine nieces and nephews, and twelve great nieces and nephews.

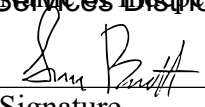
**SANTA BARBARA
LOCAL AGENCY FORMATION COMMISSION**

<p style="text-align: center;">NOMINATION FOR <u>REGULAR</u> SPECIAL DISTRICT MEMBER</p> <p style="text-align: center;"><i>Return to:</i> Executive Officer Santa Barbara LAFCO 105 East Anapamu Street, Room 407 Santa Barbara CA 93101 or FAX to (805) 568-2249 or email to lafco@sblafco.org</p>	<p>LAFCO STAFF USE</p> <p>Date Received: <u>1/20/22</u></p>
---	---

Please print in ink or type

POSITION SOUGHT:	Regular Special District Member
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NAME OF NOMINEE:	<u>Jay</u> <u>Freeman</u>
NOMINEE'S DISTRICT:	<u>Isla Vista Community</u> <u>Services District</u>
MAILING ADDRESS:	<u>970 Embarcadero del</u> <u>Mar Suite 101</u> <u>Isla Vista, CA</u> <u>π 93117</u>
Phone: Bus.	<u>(805)</u> Cell: _____ <u>770-2752</u>

SIGNATURE OF NOMINATOR:	<u>Isla Vista Community</u> <u>Services District</u> Independent Special District  _____ Signature <u>Spencer</u> _____ Brand Name Nominator Title (please check one) <input checked="" type="checkbox"/> Presiding Officer of the Special District Board <input type="checkbox"/> Presiding Officer's alternate as designated by Special District Board to vote or make a nomination in this election. (Gov. Code sec. 56332.) Date: <u>January 12,</u> <u>2022</u>
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INDEPENDENT SPECIAL DISTRICTS SELECTION COMMITTEE
Submit No Later than 5:00 pm, Monday, April 11, 2022

OFFICIAL BALLOT No. 2

Approval of All Mailed Ballot Process for Nomination and Election of
Special District Members on Santa Barbara LAFCO

Vote for one of the following **Alternate Nomination and Election Procedure:**

<input type="checkbox"/>	Yes (all mailed ballot process)
<input type="checkbox"/>	No (keep process the same)

Name of Independent Special District

Signature

Print Name

Title (please check one)

- Presiding Officer of the Special District Board
- Board member alternate designated by Special District Board to vote in this election. (Gov. Code sec. 56332(a).)

Date: _____

Each returned ballot shall be signed by the presiding officer or his or her alternate as designated by the district governing body. (Gov. Code sec. 56332(a) & (c)(5).)

The voting member should submit his or her ballot directly to LAFCO by hand or U.S. mail to Jacquelyne Alexander, SANTA BARBARA LAFCO, 105 East Anapamu Street, Room 407, Santa Barbara CA 93101, or via email to lafco@sblafco.org, or Fax to (805) 568-2249

LOCAL AGENCY FORMATION COMMISSION OF SANTA BARBARA COUNTY

**Comprehensive Water/Wastewater/Recycled
Water/Stormwater Service & Sphere Review (Survey
Questions – Deadline is March 31, 2022)**

****Please refer to page 7 for information on how to respond to this survey****

Survey Questions	Agency Response
<p>A. Overview:</p> <ol style="list-style-type: none"> 1) Administrative Office Address and Mailing Address (if different) 2) Website Address 3) Contact Information of LAFCO Liaison (for any follow-up questions) 4) Number of Employees for entire agency. Please indicate whether employees are full-time, part-time, contract, etc. 5) Number of Operators and their Grade Levels. Number of Emergency Operators available. 6) Staffing experience and tenure to the agency. Please indicate # years each employee has been in the industry and the number of years with the current agency. 7) Current Board/Council Members and Term Limits. Please indicate who is the current Board Chair/President. 8) Board/Council Members background and years on the board. Background example indicate educator, finance, etc. 9) Current Plant/Operations Manager. Please list for both Water Treatment and Wastewater Treatment, if applicable. Please indicate the number of years serving as the current Manager. 10) Regular Board meeting date and location. 11) Would you be able to participate in an online short survey as well or further encourage citizen participation in an online survey? 	

B. Boundaries:

- 1) Does your agency desire to change its existing jurisdictional boundary? If yes, please indicate the area(s) and reason(s).
- 2) Does your agency desire to change its existing sphere of influence boundary? If yes, please indicate the area(s) and reason(s).
- 3) Does your agency plan to or currently provide services outside its existing boundaries? If yes, please indicate the area(s) and reason(s).
- 4) Are there any overlaps or duplicate services being provided by another agency within your agency's boundaries?
- 5) Have consolidation or reorganization with others been considered in the past 5 years? Would this evaluation benefit your agency?

C. Service Provisions

Please indicate which services your agency provides related to the service review of Water/Wastewater/Recycled Water/Stormwater. Examples include

- 1) Collection
- 2) Treatment
- 3) Disposal
- 4) Recycled Water Use (list level of treatment)
- 5) Stormwater Management
- 6) Groundwater Sustainability Agency Member
- 7) Other

Please indicate whether your agency provides these services in-house or by-contract with another agency within your boundaries, and whether your agency provides a service outside your boundaries.

Please provide a current draft of your Groundwater Sustainability Plan (GSP).

<p>D. Connection Types</p> <p>1) Total number of water, wastewater connections for each following type.</p> <ul style="list-style-type: none"> a) Single Family b) Multi-Family c) Commercial d) Industrial e) Agricultural f) Other? 	
<p>E. Population</p> <p>1) Please provide population estimates for the following years: 2020, 2025, 2030, 2035, and 2040. If a population forecast is unavailable, please provide the current population count.</p> <p>2) Do you believe future population or housing will affect your agency's service capacity?</p> <p>3) Is your agency aware of any disadvantage communities within or adjacent to your boundary?</p>	
<p>F. Capacity and System Demands</p> <p>1) Please indicate the permitted capacity and any estimated equivalent units. Provide any State Permitting Documents.</p> <p>2) Estimated annual demand in gallons and AF</p> <p>3) Estimate gallons per day for each resident or equivalent unit.</p> <p>4) Distribution/Collection and Storage description.</p> <p>5) Any other Information your agency tracks?</p>	

G. Treatment Plants, Boosters, Lift Stations

Please provide information for the following:

- 1) Number of and type of treatment plants
- 2) Name and location of treatment plants
- 3) Built date of treatment plants
- 4) Current condition of treatment plants
- 5) Size, square footage/ acres of treatment plants
- 6) Number of Boosters and Lift Stations
- 7) Name/location of Boosters and Lift Stations
- 8) Current condition of Boosters and Lift Stations
- 9) Size, capacity of Boosters and Lift Stations
- 10) Disposal process

Are there any plans to upgrade current treatment plants or construct new treatment plants?

H. Finances

Please provide information for the following:

- 1) Adopted Financial Statements (2018 to 2021)
- 2) Adopted/Proposed Budgets (2021 and 2022)
- 3) Capital Improvement Plans (if applicable)
- 4) Any Pension/OPEB Obligations and payments
- 5) Ending Fund Balance for 2021
- 6) Total Fund Balance/Annual Revenue for 2021
- 7) Revenue sources
- 8) COVID Fund/Refund Applications (ARPA, Cares Act, Grants, etc.)

I. Water Supply Sources

Please indicate which type of water supply and estimated acre-feet are available for your agency use: Examples include:

- 1) Groundwater
- 2) Surface Water
- 3) State Water
- 4) Recycled Water
- 5) Desalination
- 6) River Alluvium
- 7) Other(s)?

J. Shared Services

Please indicate whether your agency collaborates with other organizations through any of the following:

- 1) Exchange Agreement
- 2) Wheeling Arrangements
- 3) Lease Agreement
- 4) Memorandum of Understanding
- 5) Joint Power Authorities/Agreements
- 6) Other Contracts?

Please name the organizations and purpose that your agency collaborates with and provide documents, if possible. LAFCO would like to highlight these partnerships and joint efforts.

K. Distribution/Collection Maintenance

Please indicate which Inspection, Repair, Replacement, Upgrade or Addition your agency addressed during FY 2016 to 2021. Also indicate how many miles of system lines were addressed for each FY from 2016-2021:

- 1) Inspected
- 2) Cleaned
- 3) Replaced
- 4) Added
- 5) Video
- 6) Booster Stations addressed
- 7) Treatment Plant Upgrades, Repairs,
- 8) Other(s)?
- 9) Storm Drains

L. Other Information

Please provide the following:

- 1) Rate Structure. Connection Fees, User Fees per Month for various types (SFR, MFR, MHP, Commercial, Industrial, etc)
- 2) Provide most recent Rate Study Report.
- 3) Does your agency have an emergency and disaster mitigation plan? If so, please provide a copy/link to review the document.
- 4) Does your agency have an Urban Water Management Plan? If so please provide a copy/link to review the document.
- 5) Does your agency have a Sewer System Management Plan? If so please provide a copy/link to review the document.
- 6) Please provide a copy/link to review the following documents? Master Plans, Strategic Plans, Conservation Plans, Reclaimed Water Reports/ Studies.
- 7) Has climate change affected your agency? Do you have a Climate Action plan?
- 8) How is your agency preparing for future service needs/demands? What strategies are used to direct growth/service demands where infrastructure is or will be available?
- 9) Are there any new or pending laws that have affected your agency? If so, please provide information on such laws/bills.
- 10) List agencies to which your agency is required to report and for what. Do you prepare or receive annual reports or inspections?
- 11) Describe your agencies efforts regarding Public Outreach?

L. Other Information (continued)	
12)How are the operations of your agency routinely evaluated, and by whom? Any procedures, customer feedback, etc.?	N/A
13)Are there any best practices or recent success stories you would like LAFCO to highlight in the upcoming service review?	No
14)What opportunities/challenges does your agency face?	None
15)What regional collaboration does your agency participate in?	None
16)Are there any specific topics you would like LAFCO to analyze as part of the upcoming service review?	No

LAFCO Staff Comments

Survey Reponses: If the requested information is available on the agency’s website or online, please provide the hyperlink and direct us to the proper location. We understand that your time is limited, and LAFCO staff can retrieve the information if pointed in the right direction.

Thank you for participating in LAFCO’s survey. Please send your responses to LAFCO no later than **Thursday, March 31, 2022.** Responses can be sent by email at lafco@sblafco.org. Feel free to contact LAFCO staff if you have any questions. The LAFCO office number is 805-568-3391.

San Antonio Basin Water District
Profit & Loss Budget vs. Actual
 July 2020 through June 2021

100% of the year has elapsed	<u>Jul '20 - Jun 21</u>	<u>Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Ordinary Income/Expense				
Income				
Assessments	637,130.05	658,054.00	-20,923.95	96.82%
FSAWB Carry Over Funds	261,524.42	225,000.00	36,524.42	116.23%
Total Income	<u>898,654.47</u>	<u>883,054.00</u>	<u>15,600.47</u>	<u>101.77%</u>
Expense				
01 - General Manager	39,999.96	40,000.00	-0.04	100.0%
02 - Employment Taxes and Benefits	3,550.00	14,000.00	-10,450.00	25.36%
03 - Audit & Financial Reporting	7,500.00	7,500.00	0.00	100.0%
04 - Contract Admin(Assesmt Billing)	40,614.53	25,000.00	15,614.53	162.46%
05 - Legal Services	17,005.15	30,000.00	-12,994.85	56.68%
06 - Meeting Room Lease	149.90	1,200.00	-1,050.10	12.49%
07 - Web Page Support	282.92	1,200.00	-917.08	23.58%
08 - Conferences/Training	0.00	5,000.00	-5,000.00	0.0%
09 - Travel	0.00	3,500.00	-3,500.00	0.0%
10 - Insurance E&O; Board	2,288.00	8,000.00	-5,712.00	28.6%
11 - Office Supplies	285.75	2,000.00	-1,714.25	14.29%
12 - Postage/Printing	383.86	5,000.00	-4,616.14	7.68%
13 - Board Elections	0.00	2,000.00	-2,000.00	0.0%
14 - CSDA Membership	186.00	1,000.00	-814.00	18.6%
15 - LAFCO District Fees	0.00	1,000.00	-1,000.00	0.0%
16 - Telephone/Computer/Internet	0.00	3,000.00	-3,000.00	0.0%
17 - Contingency 10%	0.00	14,900.00	-14,900.00	0.0%
18 - GSA Budget	315,000.00	458,900.00	-143,900.00	68.64%
19 - Designation to District Reserve	0.00	259,854.00	-259,854.00	0.0%
Total Expense	<u>427,246.07</u>	<u>883,054.00</u>	<u>-455,807.93</u>	<u>48.38%</u>
Net Ordinary Income	<u>471,408.40</u>	<u>0.00</u>	<u>471,408.40</u>	<u>100.0%</u>
Net Income	<u><u>471,408.40</u></u>	<u><u>0.00</u></u>	<u><u>471,408.40</u></u>	<u><u>100.0%</u></u>

San Antonio Basin Water District
Balance Sheet
As of June 30, 2021

Jun 30, 21

ASSETS

Current Assets

Checking/Savings

Community Bank - Checking 471,408.40

Total Checking/Savings 471,408.40

Total Current Assets 471,408.40

TOTAL ASSETS **471,408.40**

LIABILITIES & EQUITY

Equity

Net Income 471,408.40

Total Equity 471,408.40

TOTAL LIABILITIES & EQUITY **471,408.40**

**San Antonio Basin Water District
APPROVED 2020/21 Budget**

Ordinary Income

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

Total Income	\$883,054
---------------------	------------------

Operating Expenses

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

SUBTOTAL \$149,400

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

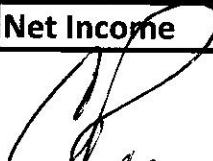
18	GSA Budget (10% Contingency Included)	\$458,900
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19	Designation to District Reserve Account	\$259,854
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Total Operating Expenses	\$883,054
---------------------------------	------------------

Net Income	\$0
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Balanced Budget



 Craig Reade
 Secretary of the Board of Directors

7/30/20

 Date



 Kevin Merrill
 President of the Board of Directors

7-30-20

 Date

San Antonio Basin Water District

Approved 2021-22 Budget @ \$60.00 per Irrigated Acre

Ordinary Income

Total Assessments	\$800,179
FSAWB Carry Over Funds	\$0
Interest Income	\$0
Misc Payments	\$23,068
Total Income	\$823,247

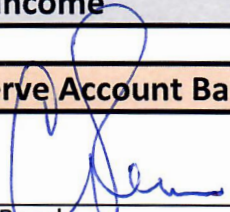
Operating Expenses

1	General Manager (part-time)		\$41,600
2	Employment taxes and benefits		\$14,600
3	Audit & Financial Reporting (Accountant)		\$10,800
4	Contract Administration (Assessment Billing)		\$28,000
5	Legal Services		\$31,200
6	Meeting Room Lease		\$1,200
7	Web Page Support		\$1,200
8	Conferences/Training		\$5,200
9	Travel		\$3,600
10	Insurance Errors and Omissions & Board		\$3,300
11	Office Supplies/Bank Charges		\$2,100
12	Postage/Printing		\$5,200
13	Board Elections		\$2,100
14	CSDA Membership		\$1,000
15	LAFCO District Fees		\$1,000
16	Telephone/Computer/Internet		\$3,100
	SUBTOTAL		\$155,200
17	Contingency 10 %		\$15,500
	SUBTOTAL		\$170,700
18	GSA Budget (10% Contingency Included)		\$337,839
19	Designation to District Reserve Account		\$314,708
Total Operating Expenses			\$823,247

Net Income	\$0
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Balanced Budget

Reserve Account Balance	\$786,115
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 Craig Reade
 Secretary of the Board of Directors

Date 7/20/2021



 Kevin Merrill
 President of the Board of Directors

Date 7-20-21



RESOLUTION NO. 2017-02

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CACHUMA RESOURCE CONSERVATION DISTRICT APPROVING THE EXECUTION OF A JOINT EXERCISE OF POWERS AGREEMENT WITH LOS ALAMOS COMMUNITY SERVICES DISTRICT TO FORM THE SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY

WHEREAS, the Los Alamos Community Services District (“LACSD”) and the Cachuma Resource Conservation District (“CRCD”) are both local agencies, as defined by the Sustainable Groundwater Management Act (“SGMA”), Water Code §§ 10720 *et seq.*, located within the San Antonio Creek Valley Groundwater Basin (“Basin”) as defined by the California Department of Water Resources (“DWR”) Bulletin 118,

WHEREAS, SGMA requires the formation of a groundwater sustainability agency (“GSA”) by June 30, 2017, for each groundwater basin designated by DWR as medium- or high-priority, and DWR has designated the Basin as medium-priority,

WHEREAS, SGMA requires the adoption of a groundwater sustainability plan (“GSP”) by January 31, 2022, for each medium-priority basin,

WHEREAS, pursuant to SGMA, specifically Water Code § 10723.6, and the Joint Exercise of Powers Act, Government Code §§ 6500 *et seq.*, LACSD and CRCD are authorized to create a joint powers authority to jointly exercise any power common to the two agencies, together with such powers as are expressly set forth in the Joint Exercise of Powers Act and in SGMA,

WHEREAS, the Board of Directors of LACSD voted on May 10, 2017 to execute a Joint Exercise of Powers Agreement (“JPA”) between LACSD and CRCD relating to the formation of a joint powers authority for the purpose of becoming the GSA and developing a GSP for the Basin,

WHEREAS, the Board of Directors of CRCD desires by this resolution to approve the JPA forming the San Antonio Basin Groundwater Sustainability Agency.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cachuma Resource Conservation District as follows:

The CRCD Board of Directors hereby approves the JPA in the form presented to it and authorizes the President of the CRCD Board of Directors to sign the JPA on behalf of CRCD.

PASSED AND ADOPTED this 16th day of May 2017, by the following vote of the Board of Directors of the CRCD:

AYES: Russell, Cavaletto, Scolari, Bradley, Douglas, Steele, West

NOES: Morrill

ABSENT: None

Resolution No: 2017-02
RESOLUTION OF THE
Cachuma Resource Conservation District



ABSTAIN: *Stollberg*

Richard Russell, President
of the Board of Directors

ATTEST:

Leroy Scolari, Secretary
of the Board of Directors

CERTIFICATE OF SECRETARY

I, LEROY SCOLARI, SECRETARY OF THE BOARD OF DIRECTORS OF THE CACHUMA RESOURCE CONSERVATION DISTRICT, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF RESOLUTION PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE CRCDC effective ~~March 15~~, 2017.

May 16

SECRETARY OF THE BOARD

Resolution No: 2017-03
RESOLUTION OF THE
Cachuma Resource Conservation District



CERTIFICATE OF SECRETARY

I, LEROY SCOLARI, SECRETARY OF THE BOARD OF DIRECTORS OF THE CACHUMA RESOURCE CONSERVATION DISTRICT, DO HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF RESOLUTION PASSED AND ADOPTED BY THE BOARD OF DIRECTORS OF THE CRCD effective May 16, 2017.



SECRETARY OF THE BOARD

**BEFORE THE BOARD OF DIRECTORS OF THE
SAN ANTONIO BASIN WATER 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 Sharer seconded by Director Reade and authorized by the following vote, to wit:

AYES: Director Hunter, Merrill, Reade, Sharer and Schaff

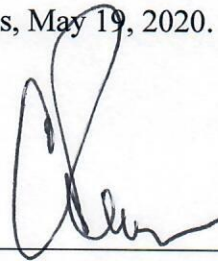
NOES: None

ABSTAIN: None

ABSENT: None

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.



Craig Reade
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 19, 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.

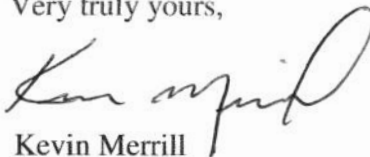
The JPA provides in relevant part that a Water District satisfying the criteria specified in the JPA shall be entitled, upon written notice to the GSA, to substitute for the Cachuma Resource Conservation District as a Member of the GSA. (JPA, Sec. 6.2.)

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



Cachuma Resource Conservation District

920 E. Stowell Rd. Santa Maria, CA 93454
(805) 868-4013


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

To Whom It May Concern:

By way of this letter, the Cachuma Resource Conservation District ("CRCD") confirms receipt of your May 19, 2020 letter providing notice that the San Antonio Basin Water District has been formed and intends to substitute for the CRCD as a Member of the San Antonio Basin Groundwater Sustainability Agency for all purposes.

The CRCD will consider the substitution effective as of May 19, 2020.

Sincerely,


Richard Russell
President, Board of Directors

"Your Local Partner in Conservation and Agriculture"



San Antonio Basin Groundwater Sustainability Agency

920 E. Stowell Rd. Santa Maria, CA 93454

(805) 868-4013

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

To Whom It May Concern:

By way of this letter, the San Antonio Basin Groundwater Sustainability Agency ("SABGSA") confirms receipt of your May 19, 2020 letter providing notice to the SABGSA that the San Antonio Basin Water District has been formed and intends to substitute for the Cachuma Resource Conservation District as a Member of the SABGSA for all purposes.

The SABGSA will consider the substitution effective as of May 19, 2020.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Sharer", is written over a horizontal line.

Randy Sharer
President, Board of Directors