

Board of Directors
Steve Dietrich, President
Jim Keeling, Director
Myron Heavin, Director
Matthew Starbuck, Director



1550 East Burton Mesa Blvd.
Lompoc, California, 93436-2100
805.733.4366
www.mhcsd.org

Brad Hagemann, General Manager

Mission Hills Community Services District Board of Directors
Special Meeting
Wednesday, July 26th, 2023
4:30 PM
1550 East Burton Mesa Blvd, Lompoc, CA - District Board Room

Agenda

Public and staff may access the meeting via Zoom:

URL to sign in for video access.

<https://zoom.us/j/9467006985?pwd=TnBqZGJXbWhCN UdJNXhMZGU3alhDZz09>

Meeting ID: 946 700 6985

To access the meeting via telephone:

Dial in 1 (669) 900-9128

- 1. Call to Order and Pledge of Allegiance**
 - 2. Roll Call**
 - 3. Public Comment** – Members of the public may address the Board on any item on this agenda for up to 3 minutes (Government Code Section 54954.3). **If you are unable to attend, you can submit comments in advance of the meeting to admin@mhcsd.org before 1:00 PM, Tuesday, July 25, 2023.**
 - 4. Closed Session-**
 - A. Public Employment Pursuant to Government Code Section 54957(b)**
Position: General Manager
- RECONVENE**
- Report out of Closed Session**
- 5. Consent Agenda** - Staff recommends Directors approve the Consent Agenda in one motion. Members of the public may comment on a consent item (3-minute maximum per speaker). Directors may pull a consent item for discussion or separate vote.
 - A. Consideration of Approval of Minutes from:**
 - i) June 21, 2023, Regular Board Meeting

B. Activity Reports for June

- i) General Manager and Administration Reports
- ii) Water & Wastewater
- iii) Goals and Committee updates

C. Financial Reports

- i) Revenue and Expenses Previous Year Comparison
- ii) Disbursements Journal
- iii) Variation from Projected Income
- iv) Bank Account Summary
- v) Budget to Actual

6. Regular Business

- A. Discuss and consider an appointment to fill the Director Vacancy, with the term expiring in December 2024.
- B. Discuss and consider Electing a Board Vice President for the remainder of 2023.
- C. Presentation by Mr. Bill Buelow, Assistant General Manager, Santa Ynez River Water Conservation District Regarding the Status of the GSA WMA
- D. Discuss and consider approving an Agreement for Consultant Services with Stantec Engineering for Design and Preparation of Bid Documents for a New Water Well and Water Tank to Support the Burton Ranch Development Project
- E. Discuss and consider approving a new Water and Sewer Will Serve Request for a Proposed 47-unit Studio Apartment Project at 1426 Burton Mesa Blvd.

7. Communications - The Board of Directors may ask a question for clarification, make an announcement, or report briefly on recent activities or conferences. Also, Directors may provide a reference to staff or other resources for information, direct staff to place a topic or report on a future committee or regular meeting agenda.

- A. General Manager’s Comments
- B. Directors’ Comments
- C. Public Comments (up to 3 minutes)

ADJOURN

Regular Board Meetings are held on the third Wednesday of each month beginning at 4:30 PM Copies of the staff reports, or written materials provided for Mission Hills CSD for Open Session agenda items may be obtained upon request and are also available at the Customer Service Counter of the District Office for public inspection and reproduction during regular business hours. Closed Session items are not available for public review.

In compliance with the Americans with Disabilities Act If you need special assistance to participate in this meeting or if you need the agenda or other documents in the agenda packet provided in an alternative format, contact Board Secretary at 805.733.4366 at least 48 hours before the meeting to ensure that reasonable arrangements can be made. (Agenda Prepared under Government Code Section 54954.2)

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**Mission Hills Community Services District
Board of Directors Regular Meeting Minutes
Wednesday June 21, 2023,
REGULAR MEETING**

1550 East Burton Mesa Blvd, Lompoc, CA - District Board Room

The Regular Meeting of the Board of Directors of the Mission Hills Community Services District was called to order at 4:32 pm on Wednesday, June 21, 2023, at the District Meeting Room, 1550 East Burton Mesa Boulevard, Lompoc, California.

DIRECTORS PRESENT:

By roll call: Steve Dietrich, Myron Heavin, Jim Keeling and Matthew Starbuck.

DIRECTORS ABSENT:

STAFF PRESENT:

Carry Crumbley, Carol Reynolds, Lupe Huitron, Jose Acosta, and Javier Rodriguez. General Manager Brad Hagemann attended Via Zoom.

OTHERS PRESENT:

Ron Stassi and Alan Gardner

1. **Call to Order and Pledge of Allegiance**
2. **Roll Call**
3. **Public Comment-**

Mr. Stassi requested the Board's support for his election to the CSDA Board of Directors.

4. **Consent Agenda**

- A. Approval of Minutes
 - I) May 24, 2023

B. **Activity Reports for May**

- i) General Manager and Administrative Reports
- ii) Water and Wastewater

- iii) Goals and Committee Updates

C. Financial Reports

- i) Revenue and Expenses Previous Year Comparison
- ii) Disbursements Journal
- iii) Variation from Projected Income
- iv) Bank Account Summary
- v) Budget to Actual

Approved Consent Items

Motion made by Director Heavin and seconded by Director Keeling, to approve the Consent Agenda as presented. **Motion passed 4-0 vote.**

5. Discussion Items

A. Re-approve the Burton Ranch Development Agreement and Settlement Agreement to account for some of the properties that makeup the Burton Ranch Development are under different ownership than what was set forth on the Agreements approved by the Board on May 3, 2023. Motion made by Director Dietrich and Second by Director Heavin to re-approve the Burton Ranch Development Agreement and Settlement Agreement. **Motion passed 4-0**

B. Discuss and consider approving a Professional Services Agreement with NBS for updating water and sewer Connection Fees. The Board directed staff to bring this item back for further discussion, no action was taken.

C. Discuss and consider approving a Professional Services Agreement with Stantec Engineering. After considerable Board discussion, Director Heavin made a motion to direct the General Manager to execute an Additional Services Authorization, under an existing Stantec Agreement, to start work on Tasks 1, 2 and 3 of the Stantec proposal, with a spending limit up to \$40,000. The motion was seconded by Director Starbuck. **Motion Passed 4-0**

The Board also directed staff to resolve the legal issues language in the Agreement and brief this item back for Board consideration at the July Board meeting.

D. Discuss and consider approving Resolution No. 23-353 updating the District's signatories with Local Agency Investment fund. (LAIF). Motion made by Director Keeling and Second by Director Heavin to approve Resolution No. 23-353 updating Districts signatories with Local Agency Investment Fund. (LAIF)

6. Communications - The Board of Directors may ask a question for clarification, make an announcement, or report briefly on recent activities or conferences. Also, Directors may provide

a reference to staff or other resources for information, direct staff to place a topic or report on a future committee or regular meeting agenda.

A. General Manager’s Comments- None

B. Directors’ Comments- None

C. Public Comments (up to 3 minutes for topics within the District’s jurisdiction.) – None

With no further business to come before the Board, the meeting was adjourned at 6:33 pm.

Respectfully submitted:

Lupe Huitron

X

Steve Dietrich, President

X

Lupe Huitron, Board Secretary



Administrative Assistant/Board Secretary

- Posted General Manager & Board Member vacancy opening on Districts website and on social media.
- Contacted SP Maintenance and scheduled a time for them to come out and street sweep the Districts parking lot.
- Contacted Santa Barbara County Elections office and coordinated Jim Mackenzie's resignation from the Mission Hills CSD Board.
- Drafted and circulated a Director Vacancy notice.
- Filed the annual report with BAR (Government fleet check Program).
- Prepared CCR Postcards and coordinated with Inklings Printing for postcards to be made and mailed to the Districts customers.
- Contacted IT to assist a director in accessing his MHCSO email.
- Worked on Employee/Commissioner Expense reimbursement Disclosure report.

Customer Service/Account Receivables

- **Monthly:** Total Past Due Accounts locked off for past due # 4
- Applied 10% late fee non pay June: # 119 accounts.
- *(1 Owner account bal. \$3,785 off since May 2022)*
- 1 Residential Account locked off April bal. due \$ 3,082.
- Funding from Low Income program for 2 Res. Accounts: \$ 1,152
- Provided billing data information to Auditors during their office visit.



Administrative Services Manager

- Facilitated GM Recruitment Review/Interviews
- Participated in Personnel Meeting
- Worked on Updating Fixed Asset List
- Met with CPA for FYE Audit and Provided Requested Documents
- Reviewed Priorities on Operations with General Manager on Weekly Basis
- Completed 5 ACWA/JPIA, CSDA Leadership Webinars
- Reviewed Priorities with Operations Manager on Weekly Basis
- Reviewed New Grant Availability Daily
- Worked with IT as Needed
- Provided Updates to ACWA/JPIA for Benefits
- Completed Fund Transfers
- Assisted Customers with Payments
- Completed Check Deposits
- Completed Cash Deposits
- Assisted with 457 Transfer



General Manager Report

Water Tank Rehabilitation Project – The contractor has completed work on the East Tank. The tank has been disinfected, water quality tested to meet all standards and the tank is back in service. We are scheduled to start work on the West Tank in mid-September.

Summit Hills Development Agreement, Past Due – On July 6, 2023, in coordination with the District’s legal counsel, I sent a demand letter to MC Summit 44, LLC demanding immediate payment for the past due amount. We have received the payment, not any response to our letter. I will work with District legal counsel to determine the next steps.

Employee Reimbursement Disclosure – State regulations require Special Districts to publish an annual Employee Reimbursement Disclosure statement for each fiscal year. The FY 2022/23 Disclosure statement is provided as an attachment to this report.

FY 2021/22 Financial Audit Status – Staff has been working with the District’s financial auditing firm to complete the FY 2021/22 Financial Audit and file the 2021/22 Financial Transactions Report (FTR). The Auditor has completed their fieldwork and they anticipate having a draft report ready for review within the next three weeks. Staff and the Finance Committee will review the draft, provide comments to the auditor, and bring the final draft audit to the Board for approval at the August or September Board meeting. Once the FY 2021/22 audit is complete, we will immediately begin work with the auditor to complete the FY 2022/23 Financial Audit.



Submitted by Lupe Huitron

Employee/ Commissioner	Description	Check Date	Check Number	Amount
Jose Herrera	Per Diem/AWE Water Treatment Operations and Maintenance	4/2023	33287	\$857.62
Jose Acosta	Per Diem/CWE Conference	4/2023	33285	333.00
Jose Acosta	CWE Exam	1/2023	33141	\$185.00
Javier Rodriguez	Tuition 04/2023	4/2023	33328	\$1,665.00
Javier Rodriguez	Tuition 01/2023	3/2023	33227	\$905.00
Javier Rodriguez	Tuition and Work pants	6/29/2023	33403	\$2,092.66
Javier Rodriguez	Taxi/Hotel	5/2023	33348	\$242.07
Javier Rodriguez	T2 Renewal Fee	6/7/2023	33385	\$160.00
Javier Rodriguez	Tuition 02/2023	2/2023	33273	\$1,665.00
Javier Rodriguez	Gas Reimbursement	11/2023	32880	\$150.00
Guadalupe Huitron	Board Secretary Conference	11/2023	33046	\$1,143.35
Carry Crumbley	Springbrook Conference	7/2022	32695	\$341.75
Carol Reynolds	Bruce Nix Celebration of Life	3/2023	33249	\$2,255.00
Angel Diosdado	Per Diem/CWEA Conference	4/2023	33286	\$740.64



MISSION HILLS COMMUNITY SERVICES DISTRICT Water Reports – June 2023

Monthly Water Distributed: 15.4 MG

Daily average: 0.51 MGD

Monthly Water Sold: 14.3 MG

Monthly Wastewater Influent: 5.4 MG

Tanks

- East Tank rehab project completed on 6/16/23.
- Tank was put back in service on 6/23/23 after receiving lab sample results.

Compliance

- Completed and submitted State Water Resource Control Board (SWRCB) monthly reports.
- 2022 Consumer Confidence Report was completed and mailed out to customers on 6/30/23.
- Backflow prevention annual testing report sent to participating residents.

Distribution System Maintenance/Repair

- Replaced 28 Hersey meters to Kamstrup meters.
- Repaired 2 service line leaks and 1 main break.
- Preventative Maintenance Program: **June**
 - Dead end flushing blow-offs: 29



MISSION HILLS COMMUNITY SERVICES DISTRICT Wastewater Report – June 2023

Total Plant Monthly Influent flow: 5.4 MG

Average Daily Flow: 174,311

Ratio of Avg Daily Water produce to Avg. Daily Wastewater Flow: 174,000/ 500,000 = 34%

Compliance

- Submitted CIWQS monthly No-Spill Report for the month of June.
- Collected all weekly settleable solids samples.

Collection System/Lift Station

- Continued monitoring of Wetwell Wizard. No further smell complaints

Wastewater Plant

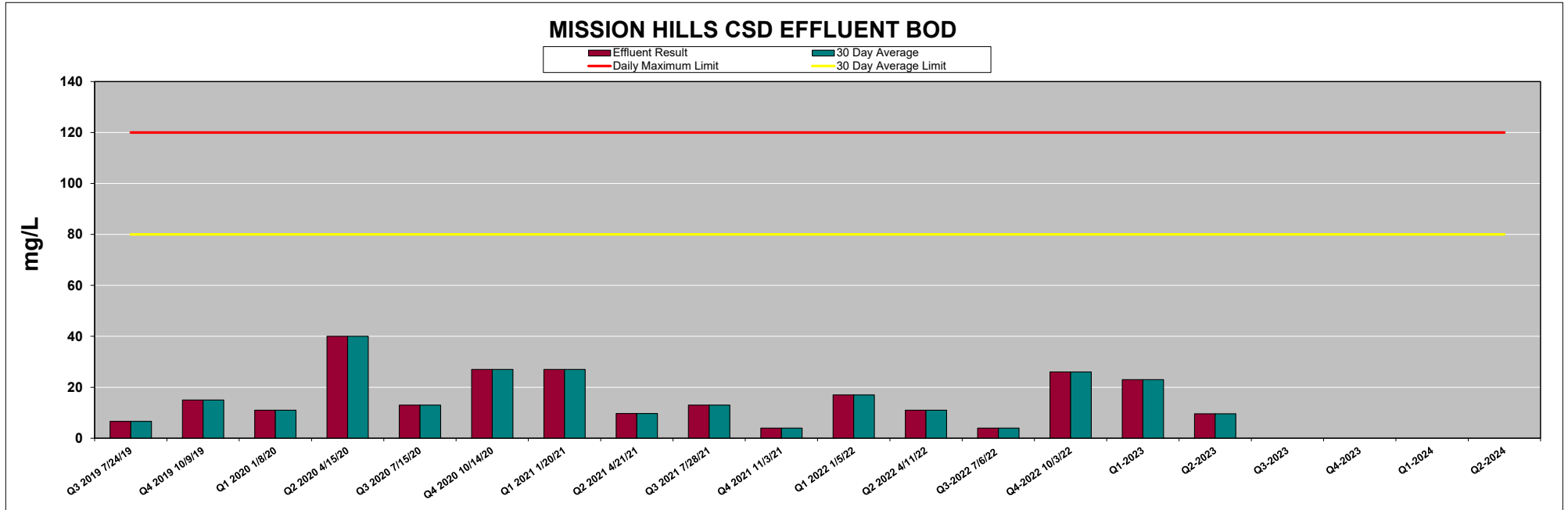
- Auger Monster was put back in service in conjunction with the new flow meter.
- Triplepoint returned to finalize work done under warranty. Two new design aerators were installed in pond one.

MISSION HILLS CSD EFFLUENT BOD (mg/L)

Consent item 5. B. iii

MONTH	7/24/2019	10/9/2019	1/8/2020	4/15/2020	7/15/2020	10/14/2020	1/20/2021	4/21/2021	7/28/2021	11/3/2021	1/5/2022	4/11/2022	7/6/2022	10/3/2022	1/12/2023	4/12/2023	Q3-2023	Q4-2023	Q1-2024	Q2-2024	
Daily Maximum Permit Limit	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120	120
30 Day Average Permit Limit	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80	80
Effluent Result	7	15	11	>40	13	27	27	10	13	<4.0	17	11	<4.0	26	23	10					
30 Day Average	7	15	11	>40	13	27	27	10	13	<4.0	17	11	<4.0	26	23	10					

Non-detect, estimated, and greater than (>) results are graphed at their reporting levels or as reported by lab.



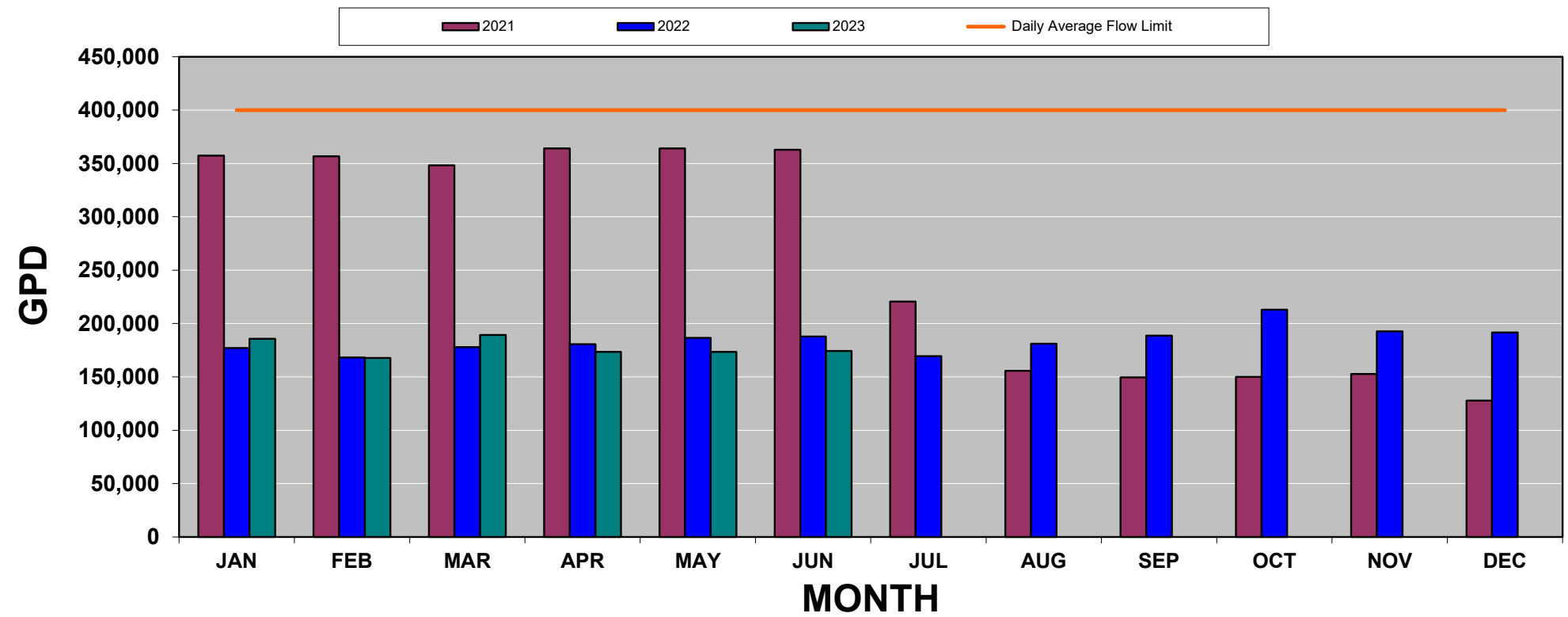
MHCSD AVERAGE DAILY WASTEWATER FLOW (GPD)

MONTH	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Daily Average Flow Limit	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000
2021	357,387	356,786	348,300	364,137	364,059	362,893	220,668	155,799	149,498	149,936	152,728	127,829
2022	177,041	168,115	177,989	180,559	186,491	187,850	169,490	181,125	188,697	212,966	192,728	191,717
2023	185,814	167,689	189,351	173,446	173,446	174,311						

July 2021- Sept. 2022 Recycle flow was removed from total effluent flow.

Jan 2021- Jun 2021 inaccurate Flo-dar meter readings

MISSION HILLS CSD AVERAGE DAILY FLOW

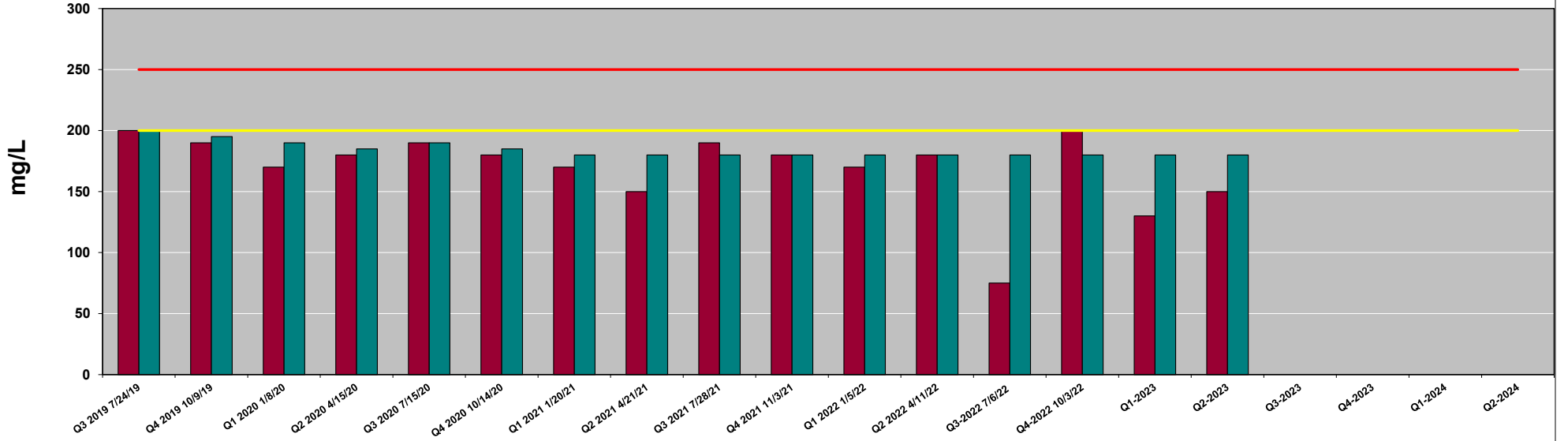


MISSION HILLS CSD EFFLUENT SODIUM (mg/L)

MONTH	7/24/2019	10/9/2019	1/8/2020	4/15/2020	7/15/2020	10/14/2020	1/20/2021	4/21/2021	7/28/2021	11/3/2021	1/5/2022	4/11/2022	7/6/2022	10/3/2022	1/12/2023	4/12/2023	Q3-2023	Q4-2023	Q1-2024	Q2-2024	
Daily Maximum Permit Limit	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250	250
25 Month Rolling Median Limit	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200	200
Effluent Result	200	190	170	180	190	180	170	150	190	180	170	180	75	200	130	150					
25 Month Rolling Median	200	195	190	185	190	185	180	180	180	180	180	180	180	180	180	180					

MISSION HILLS CSD EFFLUENT SODIUM

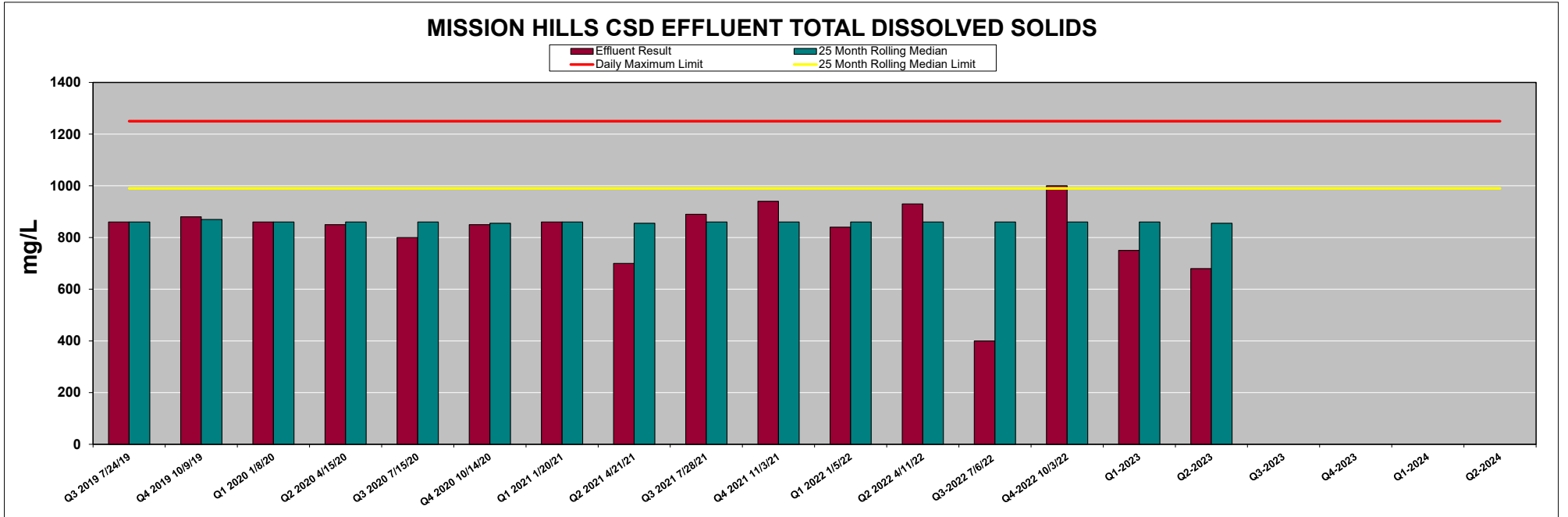
■ Effluent Result ■ 25 Month Rolling Median
— Daily Maximum Limit — 25 Month Rolling Median Limit



MISSION HILLS CSD EFFLUENT TOTAL DISSOLVED SOLIDS (mg/L)

Consent item 5. B. iii

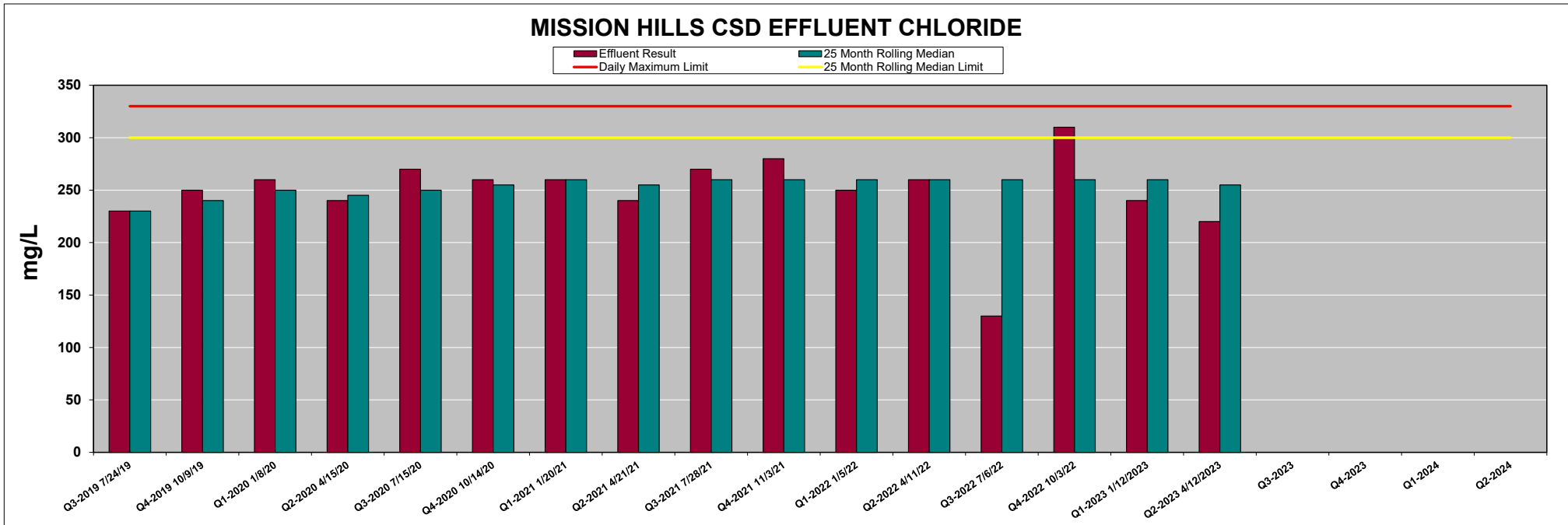
MONTH	7/24/2019	10/9/2019	1/8/2020	4/15/2020	7/15/2020	10/14/2020	1/20/2021	4/21/2021	7/28/2021	11/3/2021	1/5/2022	4/11/2022	7/6/2022	10/3/2022	1/12/2023	4/12/2023	Q3-2023	Q4-2023	Q1-2024	Q2-2024	
Daily Maximum Permit Limit	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
25 Month Rolling Median Limit	990	990	990	990	990	990	990	990	990	990	990	990	990	990	990	990	990	990	990	990	990
Effluent Result	860	880	860	850	800	850	860	700	890	940	840	930	400	1,000	750	680					
25 Month Rolling Median	860	870	860	860	860	855	860	855	860	860	860	860	860	860	860	855					



MISSION HILLS CSD EFFLUENT CHLORIDE (mg/L)

Consent item 5. B. iii

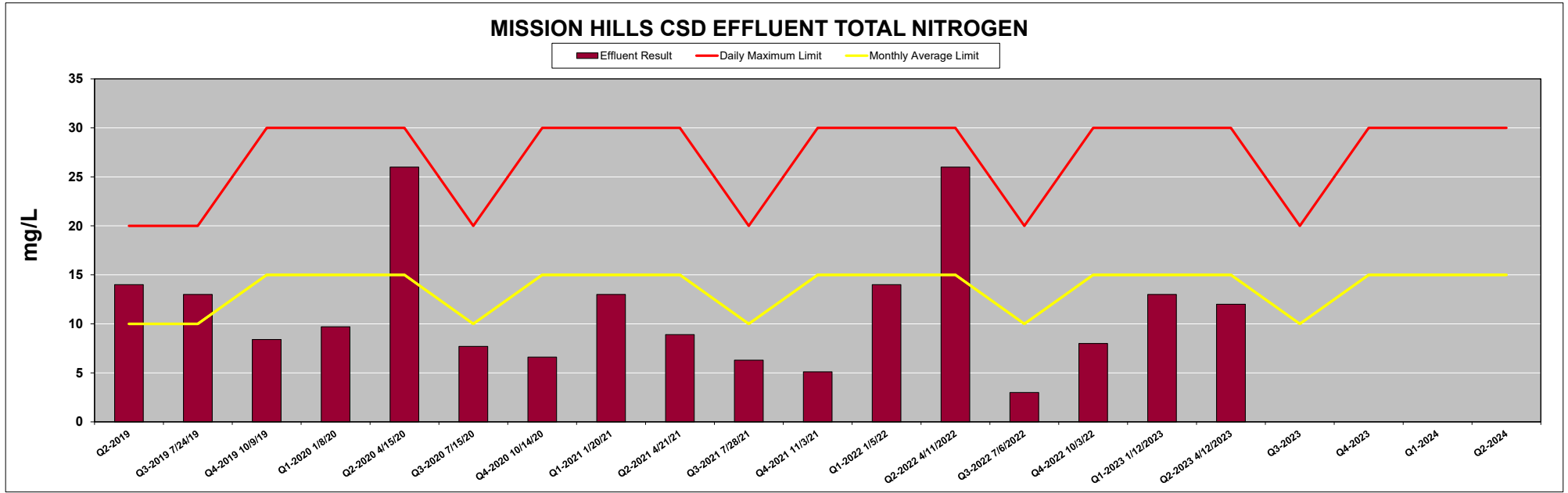
MONTH	7/24/2019	10/9/2019	1/8/2020	4/15/2020	7/15/2020	10/14/2020	1/20/2021	4/21/2021	7/28/2021	11/3/2021	1/5/2022	4/11/2022	7/6/2022	10/3/2022	1/12/2023	4/12/2023	Q3-2023	Q4-2023	Q1-2024	Q2-2024	
Daily Maximum Permit Limit	330	330	330	330	330	330	330	330	330	330	330	330	330	330	330	330	330	330	330	330	330
25 Month Rolling Median Limit	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300
Effluent Result	230	250	260	240	270	260	260	240	270	280	250	260	130	310	240	220					
25 Month Rolling Median	230	240	250	245	250	255	260	255	260	260	260	260	260	260	260	255					



MISSION HILLS CSD EFFLUENT TOTAL NITROGEN (mg/L)

Consent item 5. B. iii

MONTH	7/24/2019	8/20/2019	10/9/2019	1/8/2020	4/15/2020	7/15/2020	10/14/2020	1/20/2021	4/21/2021	7/28/2021	11/3/2021	1/5/2022	4/11/2022	7/6/2022	10/3/2022	1/12/2023	4/12/2023	Q3-2023	Q4-2023	Q1-2024	Q2-2024
Daily Maximum Permit Limit	20	20	30	30	30	20	30	30	30	20	30	30	30	20	30	30	30	20	30	30	30
Monthly Average Limit	10	10	15	15	15	10	15	15	15	10	15	15	15	10	15	15	15	10	15	15	15
Effluent Result	14	13	8	10	26	8	7	13	9	6	5	14	26	3	8	13	12				



Top Goals

Established by Board of Directors

(Staff recommends the Board of Directors consider updating the Top Goals on an annual or by-annual basis)

1. Wastewater TN (Total Nitrogen), Na (Sodium) & Chloride concentration reduction plan and compliance with RWQCB Time Schedule Order.

Staff continues to carefully monitor the treatment system to keep the effluent total Nitrogen levels in compliance with the TSO and WDR standards. The most recent compliance monitoring results and process control monitoring results have remained below the permit limits. Staff is continuing to coordinate with our contact at the RWQCB. Staff has completed the TSO milestones to: Develop and Implement valve repair program - due date 10/31/2022 (completed); and Develop a Chloride Reduction program – due date 11/30/2022 (completed). Staff continues to work on isolating the pond valves so we can perform maintenance and repair as needed and we are working on implementing chloride reduction measures by inspecting areas that have the highest level of chlorides in their wastewater and offering information and encouragement to change out older water self-regenerating systems to canister exchange systems.

2. General Manager Recruitment

The District has received approximately 25 applications. The Personnel Committee reviewed all the applications and interviewed six candidates. The Committee will report their findings and recommendations during the Closed Session on this item.

3. Cost Reduction – Energy usage and other applicable initiatives

Please refer to the Energy Committee Update.

4. Public Outreach – Implement regular on-line communications to the community.

Staff continues to post content on the Districts Facebook page, Facebook Forums, District’s Bulletin Board, District’s website, and the Next-Door local Neighborhood website. A variety of Topics have been posted via social media. Staff continues to update the Districts website and ensures that it is structured for easy navigation. Staff has been posting a new item about every two to three weeks. Also refer to the Public Outreach Committee summary.

5. Pursue Grant Funding Opportunities for Capital Projects

Staff has attended several grant funding webinars and has signed up to receive electronic notices of grant funding and low interest loan opportunities. Staff receives weekly notices on grant opportunities, but to date the grants are only available for certain types of projects or Agencies and they are not applicable to the District. We will continue to monitor grant opportunities.

MHCS D COMMITTEE MEETING UPDATES

July 26, 2023, Board Meeting

(Updated July 20, 2023)

Committee	Summary Discussion	Completed Meeting Date
Water Starbuck & Dietrich Alt-Keeling	Committee members met on June 14, 2023, to discuss the Stantec Proposal to provide engineering design services for the Burton Ranch projects. The Committee did not meet on July 10, 2023. The next meeting is scheduled for August 9 th , if needed.	June 14, 2023
Wastewater Starbuck & Heavin Alt-Dietrich	Committee members provided an oral summary of their March 13 th meeting at the March 29 th Board meeting. The Committee did not meet on July 10, 2023. The next meeting is scheduled for August 9 th , if needed.	March 13, 2023
Finance Dietrich & Keeling Alt-Heavin	The Committee members met on June 14, 2023, to discuss retaining a consultant to update the District's Water and Sewer Connection Fees. The Committee provided an update to the Board at the June 21, 2023, Board meeting. The next meeting is scheduled for August 9 th , if needed.	June 14, 2023
Energy Heavin & Starbuck Alt-Dietrich	Committee members provided an oral summary of their March 17 th meeting at the March 29 th Board meeting. Committee members received an updated solar energy report from Chris Leonard at Watthub for their review and comments. Next meeting TBD.	March 17, 2023
Personnel Keeling & Dietrich Alt-Starbuck	Committee Members met on July 12, 2023, to discuss the status of the GM recruitment process. The Committee will provide an update to the Board at the July 26, 2023, Board meeting. The next meeting is scheduled for August 9 th , if needed.	July 12, 2023
GSA for WMA Heavin Alt-General Manager	The July 26, 2023, the WMA GSA meeting was cancelled. The next WMA GSA meeting will be scheduled for early August 2023.	May 24, 2023
Community Engagement Heavin & Keeling Alt-Starbuck	Staff continues to post content on social media, Districts Bulletin Board, District, website, and the Next-door Neighborhood website. The recent information being posted was a tribute post pertaining to Director Mac Kenzie's. Next meeting TBD	March 17, 2023

Development

Dietrich & Keeling
Alt-Starbuck

Development Committee did not meet. Next meeting TBD.

Mission Hills Community Services District
Revenue and Expenses Previous Year Comparison
June 2023

	Jun 23	Jun 22	\$ Change	Explanation
Ordinary Income/Expense				
Income				
4005 · 48 hour notice fees	180.00	161.85	18.15	
4045 · Late fees	2,066.01	4,106.54	-2,040.53	Less Late Fees 2023
4050 · Miscellaneous income	25.00	22,828.02	-22,803.02	Reimbursement Employee Expense 2022
4060 · Reconnection fees	25.00	460.00	-435.00	
4075 · Returned check fees	50.00	0.00	50.00	
4085 · Sewer basic charges	90,689.90	88,179.43	2,510.47	Slight Increase 2023
4095 · Street sweeping charges	1,503.48	1,432.88	70.60	
4100 · Rate Stabilization	0.00	-5.67	5.67	
4105 · Water basic charges	56,149.69	65,301.05	-9,151.36	Decrease 2023
4115 · Water usage charges	56,708.63	56,112.07	596.56	Slight Increase 2023
Total Income	207,397.71	238,576.17	-31,178.46	
Gross Profit	207,397.71	238,576.17	-31,178.46	
Expense				
6000 · Salaries and wages				
6005 · Wage expense	56,032.17	53,098.43	2,933.74	More OT 2023
6010 · Payroll tax expense	4,638.15	4,421.26	216.89	
Total 6000 · Salaries and wages	60,670.32	57,519.69	3,150.63	
6050 · Employee benefits				
6060 · Disability insurance	254.01	238.16	15.85	
6065 · Health insurance	10,857.91	9,794.62	1,063.29	Fully Staffed 2023
6075 · Retirement expenses	1,518.88	1,371.75	147.13	
6085 · Workers compensation expense	0.00	3,362.62	-3,362.62	Timing Audit Payment 2022
6090 · Vacation & Sick Leave	3,359.92	3,992.61	-632.69	
6095 · Benefit Administration	778.82	778.82	0.00	
Total 6050 · Employee benefits	16,769.54	19,538.58	-2,769.04	
6100 · Director fees	1,250.00	625.00	625.00	More Meetings 2023
6110 · Depreciation expense	28,189.70	31,060.00	-2,870.30	Slight Decrease 2023
6140 · Vehicle expenses				
6145 · Tractor and equipment	0.00	189.60	-189.60	
6150 · Vehicle fuel	1,371.50	1,752.20	-380.70	
6155 · Vehicle maintenance	283.00	3,291.38	-3,008.38	Less Vehicle Expense 2023
Total 6140 · Vehicle expenses	1,654.50	5,233.18	-3,578.68	
6190 · Dues and memberships	0.00	294.31	-294.31	
6200 · Office expenses				
6205 · Bank fees and charges	0.00	5.00	-5.00	
6220 · Licenses and fees	345.00	0.00	345.00	
6230 · Office supplies	321.10	385.50	-64.40	
6235 · Postage expense	828.37	570.00	258.37	
6245 · Office Equipment	177.63	169.17	8.46	
Total 6200 · Office expenses	1,672.10	1,129.67	542.43	
6300 · Operating supplies and expenses				
6310 · Miscellaneous supplies	0.00	1,613.63	-1,613.63	Less Expense 2023
6315 · Oil expense	0.00	1,032.19	-1,032.19	Less Expense 2023
6325 · Portable equipment	0.00	2,089.65	-2,089.65	Less Expense 2023
6330 · Shop supplies	344.08	1,255.91	-911.83	Less Expense 2023
6335 · Small tools and appliances	0.00	1,590.72	-1,590.72	Less Expense 2023
6340 · Chemicals				

Mission Hills Community Services District
Revenue and Expenses Previous Year Comparison
June 2023

				Jun 23	Jun 22	\$ Change	Explanation
			6344 · Chlorine	0.00	1,337.63	-1,337.63	Less Expense 2023
			6345 · Corrosion inhibitor	0.00	6,495.04	-6,495.04	Less Expense 2023
			6347 · Other chemicals	0.00	202.71	-202.71	Less Expense 2023
			Total 6340 · Chemicals	0.00	8,035.38	-8,035.38	
			Total 6300 · Operating supplies and ex	344.08	15,617.48	-15,273.40	
			6350 · Safety expenses				
			6360 · Protective Clothing/Uniforms	0.00	350.00	-350.00	
			Total 6350 · Safety expenses	0.00	350.00	-350.00	
			6410 · Contractual services				
			6420 · Cleaning service	200.00	200.00	0.00	
			6425 · Office equip maintenance	189.53	201.32	-11.79	
			6430 · Internet access	168.35	0.00	168.35	
			6435 · Landscaping services	336.59	284.09	52.50	
			6437 · Pest Control	110.00	100.00	10.00	
			6445 · Security expense	112.50	112.50	0.00	
			6450 · Software support	3,459.02	787.50	2,671.52	New IT Expenses
			6452 · Credit Card Processing	1,264.92	-5,962.07	7,226.99	Timing Entries
			6453 · Software Subscriptions	128.00	465.74	-337.74	
			6455 · Street sweeping services	1,471.18	1,414.60	56.58	
			6460 · Uniforms	427.66	166.58	261.08	
			6470 · Other contractual services	5,556.25	1,785.36	3,770.89	Smith & Wallace Invoices
			Total 6410 · Contractual services	13,424.00	-444.38	13,868.38	
			6475 · Professional services				
			6490 · Legal services	16,122.80	4,507.70	11,615.10	More Legal Fees 2023
			6495 · Human Resources services	689.54	0.00	689.54	
			Total 6475 · Professional services	16,812.34	4,507.70	12,304.64	
			6500 · Printing and publication	2,289.16	3,859.53	-1,570.37	Timing Payment
			6505 · Equipment lease and rentals	396.14	598.43	-202.29	
			6525 · Research and monitoring				
			6530 · Lab & Testing Expenses	0.00	173.99	-173.99	
			6535 · Monitoring expense	458.00	2,589.00	-2,131.00	Less Monitoring Expenses
			Total 6525 · Research and monitoring	458.00	2,762.99	-2,304.99	
			6600 · Travel and meetings				
			6610 · Meals	0.00	127.30	-127.30	
			6620 · Staff training	0.00	1,366.60	-1,366.60	Less Training Expenses 2023
			6625 · Travel expenses	0.00	90.40	-90.40	
			Total 6600 · Travel and meetings	0.00	1,584.30	-1,584.30	
			6640 · Uncollectible accounts	0.00	875.97	-875.97	
			6650 · Utilities				
			6655 · Cell phones	200.44	185.54	14.90	
			6665 · Electrical	11,726.12	17,357.43	-5,631.31	Lower Expense 2023
			6670 · Natural gas	1,510.18	3,726.96	-2,216.78	Lower Expense 2023
			6685 · Telephone	198.78	344.07	-145.29	
			6691 · Trash & Recycling	322.50	404.18	-81.68	
			Total 6650 · Utilities	13,958.02	22,018.18	-8,060.16	
			6700 · Government fees and charges	0.00	6,967.52	-6,967.52	Timing Payment SYRWCD

Mission Hills Community Services District
Revenue and Expenses Previous Year Comparison
June 2023

				Jun 23	Jun 22	\$ Change	Explanation
6720 · Repairs and maintenance							
			6750 · Collection expense	0.00	38.36	-38.36	
			6755 · Reservoirs	47.76	0.00	47.76	
			6760 · Shop and equip repairs	0.00	118.06	-118.06	
			6775 · Filtration Plant	100.38	1,986.35	-1,885.97	Less Expense 2023
			6785 · Wells and pumping	0.00	1,034.79	-1,034.79	Less Expense 2023
			6790 · Waste water plant	17.94	8,223.00	-8,205.06	Less Expense 2023
			6795 · Other repairs and maintenanc	800.00	1,405.14	-605.14	
			Total 6720 · Repairs and maintenance	966.08	12,805.70	-11,839.62	
			Total Expense	158,853.98	186,903.85	-28,049.87	
			Net Ordinary Income	48,543.73	51,672.32	-3,128.59	
			Other Income/Expense				
			Other Income				
			7006 · Market Appreciation/(Depr)	-1,454.54	-5,396.11	3,941.57	Less Loss 2023
			7010 · Interest income	2,635.64	592.10	2,043.54	More Interest 2023
			Total Other Income	1,181.10	-4,804.01	5,985.11	
			Other Expense				
			8025 · Water equipment	0.00	4,704.74	-4,704.74	True Up 2022
			8060 · Misc Expense	0.00	74,296.95	-74,296.95	True Up 2022
			Total Other Expense	0.00	79,001.69	-79,001.69	
			Net Other Income	1,181.10	-83,805.70	84,986.80	
			Net Income	49,724.83	-32,133.38	81,858.21	

Mission Hills Community Services District
Disbursements Journal
June 2023

	Date	Num	Name	Amount	Explanation
1000 · FSB - Operating 1535412					
	06/07/2023	33351	ACECO Equipment Rentals	-1,205.37	Tractor Maintenance
	06/07/2023	33352	ACWA/JPIA *Medical Insurance	-11,655.81	Monthly Medical,Dental, Etc.
	06/07/2023	33353	Brenntag Pacific, Inc	-7,028.78	Chemicals
	06/07/2023	33354	Broadway Carpet Company Inc	-375.00	
	06/07/2023	33355	Carmel & Naccasha LLP	-1,062.80	Legal Fees
	06/07/2023	33356	Comcast	-168.35	
	06/07/2023	33357	County of Santa Barbara- Gen S	-3,070.79	Vehicle Maintenance
	06/07/2023	33358	Refund	-115.00	
	06/07/2023	33359	De Lage Landen Financial Servi	-169.17	
	06/07/2023	33360	East Mesa Oaks HOA	-66.79	
	06/07/2023	33361	Energy Link	-867.90	
	06/07/2023	33362	Hensley Law Group	-9,180.00	Legal Fees
	06/07/2023	33363	Inklings Printing Company	-2,083.62	Billing Notices
	06/07/2023	33364	Jon's Lawn Mowing	-313.12	
	06/07/2023	33365	Linde Gas & Equipment Inc	-112.16	
	06/07/2023	33366	Lompoc Phone And Computer L	-155.00	
	06/07/2023	33367	Refund	-54.95	
	06/07/2023	33368	O'Connor Pest Control	-110.00	
	06/07/2023	33369	Pacific Brake & Tire	-2,763.12	Tires F800
	06/07/2023	33370	Pitney Bowes	-185.30	
	06/07/2023	33371	Pro3 Automation Inc	-2,650.00	Locate & Review CL2 Analyzer
	06/07/2023	33372	SoCalGas	-30.28	
	06/07/2023	33373	SP Maintenance Services, Inc.	-1,471.18	Street Cleaning
	06/07/2023	33374	Staples Business Credit	-193.91	
	06/07/2023	33375	Sunbelt Rentals Inc	-1,094.21	Telehandler Forklift Rental
	06/07/2023	33376	Ultrex Inc	-160.65	
	06/07/2023	33377	Underground Service Alert of SC	-18.75	
	06/07/2023	33378	USA BlueBook	-431.94	
	06/07/2023	33379	Valley Rock Ready Mix, Inc.	-1,162.09	Slurry
	06/07/2023	33380	Verizon	-200.44	
	06/07/2023	33381	Refund	-40.10	
	06/07/2023	33382	Waste Management	-322.50	
	06/07/2023	33383	American Industrial Supply	-220.14	
	06/07/2023	33384	Michael Smith	-3,000.00	Welding Work
	06/07/2023	33385	Reimbursement	-160.00	
	06/07/2023	33386	Crosno Construction Inc	-340,659.55	Water Tank Rehab
	06/14/2023	EFT	Safeguard Business	-219.20	
	06/29/2023	33387	Advantage Technical Services, I	-19,810.00	Water Tank Rehab
	06/29/2023	33388	Reimbursement	-689.54	
	06/29/2023	33389	American Industrial Supply	-166.08	
	06/29/2023	33390	Box Shop	-120.00	
	06/29/2023	33391	Bremer Auto Parts	-49.87	
	06/29/2023	33392	Clinical Labs of San Bernardino	-458.00	
	06/29/2023	33393	Compuvision	-4,044.02	New & Ongoing IT Charges
	06/29/2023	33394	Crosno Construction Inc	-16,131.47	Water Tank Rehab
	06/29/2023	33395	East Mesa Oaks HOA	-46.42	
	06/29/2023	33396	Financial Credit Network	-68.25	
	06/29/2023	33397	Frontier Communications	-64.88	
	06/29/2023	33398	Hensley Law Group	-5,880.00	Legal Fees
	06/29/2023	33399	Reimbursement	-65.00	
	06/29/2023	33400	Juana Garcia Rodriguez	-200.00	Janitorial Service
	06/29/2023	33401	Pitney Bowes	-98.36	
	06/29/2023	33402	Pro3 Automation Inc	-5,635.85	SCADA Upgrade
	06/29/2023	33403	Reimbursement	-2,092.66	
	06/29/2023	33404	Smith Alarms & Electronics, Inc.	-112.50	
	06/29/2023	33405	SoCalGas	-19.60	
	06/29/2023	33406	Standard Insurance Company	-254.01	
	06/29/2023	33407	State Water Resources Control	-280.00	
	06/29/2023	33408	Ultrex Inc	-189.53	
	06/29/2023	33409	USA BlueBook	-2,581.21	OdorKnocker RX
Total 1000 · FSB - Operating 1535412				-451,835.22	
1060 · CHCU - General 4163					
	06/01/2023	EFT	Tierzero	-133.90	

Mission Hills Community Services District
Disbursements Journal
June 2023

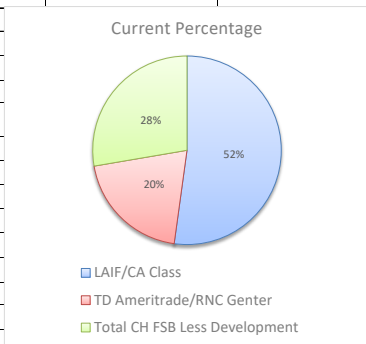
		Date	Num	Name	Amount	Explanation
		06/05/2023	EFT	PG&E	-2,640.81	Utility Bill
		06/15/2023	EFT	PG&E	-2,110.40	Utility Bill
		06/15/2023	EFT	PG&E	-599.29	Utility Bill
		06/15/2023	EFT	PG&E	-4,565.37	Utility Bill
		06/15/2023	EFT	PG&E	-45.87	Utility Bill
		06/15/2023	EFT	PG&E	-1,544.02	Utility Bill
		06/15/2023	EFT	PG&E	-228.67	Utility Bill
		06/21/2023	EFT	PG&E	-10.50	Utility Bill
		06/24/2023	EFT	TASC	-778.82	Utility Bill
		06/26/2023	EFT	SoCalGas	-1,490.58	Utility Bill
Total 1060 · CHCU - General 4163					-14,148.23	
1070 · CHCU - Payroll 4155						
		06/07/2023		Payroll	-21,271.37	
		06/07/2023	1369	Matrix Trust Company	-4,429.31	401K/457
		06/09/2023	E-pay	EDD	-1,628.45	Taxes
		06/09/2023	E-pay	IRS USATAXPYMT	-6,135.88	Taxes
		06/09/2023	EFT	CA State Disbursement Unit/Exp	-299.07	
		06/21/2023		Payroll	-19,678.80	
		06/22/2023		BOD Payroll	-1,143.13	
		06/23/2023	E-pay	EDD	-1,372.21	Taxes
		06/23/2023	E-pay	IRS USATAXPYMT	-5,409.44	Taxes
		06/23/2023	EFT	CA State Disbursement Unit/Exp	-299.07	
		06/23/2023	E-pay	EDD	-11.25	Taxes
		06/23/2023	E-pay	IRS USATAXPYMT	-191.24	Taxes
		06/29/2023	1370	Matrix Trust Company	-4,065.18	401K/457
		06/30/2023	EFT	AFLAC	-66.82	
Total 1070 · CHCU - Payroll 4155					-66,001.22	
1075 · CHCU - ACH 4130						
		06/16/2023	EFT	Springbrook (ACH Services)	-212.22	
		06/30/2023	EFT	Bluefin Payment Systems	-1,052.70	Credit Card Payment Charge
Total 1075 · CHCU - ACH 4130					-1,264.92	
TOTAL					-533,249.59	

Variation From Projected Income

Fiscal Year Ending 6-30-2023

Billing Month	Water			Wastewater			Total (Loss) / Gain	Current Year Units Sold	Last Year Units Sold	Previous 5 Year Average Units Sold
	Projected Income*	Actual Income	Variation	Projected Income	Actual Income	Variation				
Jul-22	\$ 114,125	\$ 115,954	\$ 1,829	\$ 83,750	\$ 84,284	\$ 534	\$ 2,363	22,621	23,039	22,132
Aug-22	\$ 117,875	\$ 116,411	\$ (1,464)	\$ 83,750	\$ 84,012	\$ 262	\$ (1,202)	25,390	25,038	24,000
Sep-22	\$ 116,250	\$ 123,135	\$ 6,885	\$ 83,750	\$ 84,083	\$ 333	\$ 7,218	20,829	21,488	22,252
Oct-22	\$ 112,000	\$ 111,535	\$ (465)	\$ 83,750	\$ 83,923	\$ 173	\$ (292)	16,842	18,786	20,501
Nov-22	\$ 110,125	\$ 104,613	\$ (5,512)	\$ 83,750	\$ 90,668	\$ 6,918	\$ 1,406	15,567	17,377	19,882
Dec-22	\$ 100,625	\$ 98,210	\$ (2,415)	\$ 83,750	\$ 90,466	\$ 6,716	\$ 4,301	10,999	11,828	14,781
Jan-23	\$ 89,125	\$ 84,430	\$ (4,695)	\$ 83,750	\$ 90,525	\$ 6,775	\$ 2,079	9,757	12,272	11,964
Feb-23	\$ 94,375	\$ 80,682	\$ (13,693)	\$ 83,750	\$ 91,044	\$ 7,294	\$ (6,399)	9,472	16,772	14,006
Mar-23	\$ 91,000	\$ 79,765	\$ (11,236)	\$ 83,750	\$ 90,021	\$ 6,271	\$ (4,965)	9,024	19,671	12,885
Apr-23	\$ 90,625	\$ 78,381	\$ (12,244)	\$ 83,750	\$ 90,774	\$ 7,024	\$ (5,220)	13,645	17,723	13,507
May-23	\$ 102,750	\$ 92,508	\$ (10,243)	\$ 83,750	\$ 90,642	\$ 6,892	\$ (3,350)	19,652	23,118	18,501
Jun-23	\$ 111,125	\$ 112,858	\$ 1,733	\$ 83,750	\$ 90,690	\$ 6,940	\$ 8,673	19,089	22,524	20,207
Total	\$ 1,250,000	\$ 1,198,481	\$ (51,519)	\$ 1,005,000	\$ 1,061,131	\$ 56,131	\$ 4,613	192,887	229,636	214,618
								Year to Date Monthly Averages		
YTD avg	100%	96%		100%	106%			16,074	19,136	17,885
								Yearly Average	19,136	17,885
* Projected Income is calculated by using current year and previous 5 year average monthly units sold.										
Units Sold by Calendar Year (1 Unit = 1 HCF = 748 Gallons)										

Bank Account Summary	7/31/2022	8/31/2022	9/30/2022	10/31/2022	11/30/2022	12/31/2022	1/31/2023	2/28/2023	3/31/2023	4/30/2023	5/31/2023	6/30/2023
LAIF	\$1,740,868	\$1,740,868	\$1,740,868	\$1,746,792	\$1,746,792	\$1,746,792	\$1,755,917	\$1,756,842	\$1,755,917	\$1,767,752	\$1,767,752	\$1,767,752
California Class												\$500,720
TD Ameritrade/RNC Genter	\$1,275,353	\$1,272,832	\$1,267,141	\$1,265,349	\$1,274,442	\$676,072	\$677,886	\$677,767	\$681,527	\$682,336	\$683,417	\$682,155
Coast Hills FCU												
Checking	\$509,281	\$403,898	\$385,477	\$506,532	\$407,477	\$301,898	\$389,104	\$487,562	\$350,426	\$240,309	\$280,290	\$319,196
Development	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Investment Checking	\$202	\$202	\$202	\$202	\$202	\$202	\$202	\$202	\$202	\$202	\$202	\$202
Savings	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Payroll	\$62,923	\$33,096	\$18,384	\$14,140	\$14,451	\$36,764	\$55,733	\$48,255	\$21,983	\$39,495	\$28,581	\$22,412
ACH (Sweep Account)	\$1,000	\$2,522	\$2,910	\$3,570	\$3,285	\$1,000	\$1,932	\$2,519	\$1,000	\$1,000	\$1,000	\$1,000
Total Coast Hill FCU	\$573,406	\$439,717	\$406,972	\$524,444	\$425,415	\$339,864	\$446,970	\$538,538	\$373,612	\$281,006	\$310,073	\$342,810
Five Star Bank												
Operating	\$369	\$150,380	\$150,393	\$77,085	\$68,835	\$220,420	\$81,158	\$36,357	\$67,006	\$152,450	\$152,650	\$222,371
Development	\$261,437	\$261,459	\$261,481	\$261,503	\$261,525	\$261,547	\$261,569	\$261,589	\$261,611	\$261,633	\$261,655	\$61,663
Money Market	\$455,694	\$456,275	\$456,837	\$457,552	\$458,305	\$1,059,879	\$1,061,817	\$1,063,757	\$1,066,102	\$1,068,561	\$1,071,157	\$372,768
ACH (Sweep Account)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Payroll	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Five Star Bank	\$717,500	\$868,114	\$868,711	\$796,140	\$788,664	\$1,541,845	\$1,404,544	\$1,361,704	\$1,394,719	\$1,482,644	\$1,485,462	\$656,802
Combined Balance	\$4,307,127	\$4,321,532	\$4,283,693	\$4,332,724	\$4,235,313	\$4,304,572	\$4,285,317	\$4,334,851	\$4,205,774	\$4,213,738	\$4,246,703	\$3,950,239
Monthly Change	\$1,238	\$14,404	-\$37,839	\$49,031	-\$97,411	\$69,259	-\$19,255	\$49,534	-\$129,077	\$7,964	\$32,965	-\$296,464
Fiscal Year Monthly Change To Date												
-\$355,650												
INVESTMENT STRATEGY												
Along with resuming active management, the Finance Committee and Staff recommend a balanced distribution of monies as stated below between TD Ameritrade, LAIF and Coast Hills Credit Union/Five Star Bank. This distribution will allow the District to maximize yields												
Recommended Investment Strategy:												
01. Coast Hills CU/Five Star Bank: \$300,000												
Goal of about 10%												
02. TD Ameritrade: 50% of balance of unrestricted cash												
Goal of about 45%												
03. LAIF: 50% of the balance of unrestricted												
Goal of about 45%												



Mission Hills Community Services District							12
Budget to Actual Comparison							1.00
JUL 22 -JUN 23							0
	Budgeted	Prorated Budget	Actual		Remainder	% of Budget	Explanation
Income	Fiscal Year 22-23	JUL 22 -JUN 23	JUL 22 -JUN 23	Difference	Budgeted Amount	100%	
Late Fees/Charges	\$ 50,000	\$ 50,000	\$ 40,019	\$ (9,981)	\$ 9,981	80%	Lower Than Budgeted
Water Service	\$ 1,250,000	\$ 1,250,000	\$ 1,198,482	\$ (51,518)	\$ 51,518	96%	Slightly Lower than Budgeted - Rain
Sewer Service	\$ 1,005,000	\$ 1,005,000	\$ 1,061,131	\$ 56,131	\$ (56,131)	106%	Slightly Higher Than Budgeted
Street Sweeping	\$ 18,000	\$ 18,000	\$ 18,073	\$ 73	\$ (73)	100%	On Track With Budget
	\$ 2,323,000	\$ 2,323,000	\$ 2,317,706	\$ (5,294)	\$ 5,294	100%	Revenue is on Target with Budget
Expense	Budgeted	Actual	Remainder				
	Fiscal Year 22-23	JUL 22 -JUN 23	JUL 22 -JUN 23	Difference	Budgeted Amount		
Salaries & Wages	\$ 705,000	\$ 705,000	\$ 742,785	\$ (37,785)	\$ (37,785)	105%	Slightly Higher Than Budgeted
Employee Benefits	\$ 250,000	\$ 250,000	\$ 233,209	\$ 16,791	\$ 16,791	93%	Slightly Lower Than Budgeted
Director Fees	\$ 16,500	\$ 16,500	\$ 10,500	\$ 6,000	\$ 6,000	64%	Less Meetings Than Budgeted
Depreciation	\$ 375,000	\$ 375,000	\$ 338,276	\$ 36,724	\$ 36,724	90%	Depreciation Slightly Lower Than Budgeted
Election Expense	\$ 3,000	\$ 3,000	\$ -	\$ 3,000	\$ 3,000	0%	No Election Expense
Vehicle Expense	\$ 23,000	\$ 23,000	\$ 38,943	\$ (15,943)	\$ (15,943)	169%	More Maintenance Than Budgeted - Additional Vehicles
Insurance	\$ 25,000	\$ 25,000	\$ 11,875	\$ 13,125	\$ 13,125	47%	Lower Than Budgeted
Memberships	\$ 30,000	\$ 30,000	\$ 25,939	\$ 4,061	\$ 4,061	86%	Lower Than Budgeted
Office Expenses	\$ 25,000	\$ 25,000	\$ 22,396	\$ 2,604	\$ 2,604	90%	Lower Than Budgeted
Operating Supplies	\$ 25,000	\$ 25,000	\$ 28,995	\$ (3,995)	\$ (3,995)	116%	Timing Payment Bills
Chemicals	\$ 100,000	\$ 100,000	\$ 53,443	\$ 46,557	\$ 46,557	53%	Lower Than Budgeted
Safety	\$ 5,000	\$ 5,000	\$ 3,757	\$ 1,243	\$ 1,243	75%	Lower Than Budgeted
Contractual Services	\$ 125,000	\$ 125,000	\$ 124,281	\$ 719	\$ 719	99%	Lower Than Budgeted
Professional Services	\$ 125,000	\$ 125,000	\$ 88,536	\$ 36,464	\$ 36,464	71%	Lower Than Budgeted
Printing & Publication	\$ 5,300	\$ 5,300	\$ 7,249	\$ (1,949)	\$ (1,949)	137%	Timing Payment Inklings Billing Notices
Equipment Lease	\$ 13,500	\$ 13,500	\$ 8,065	\$ 5,435	\$ 5,435	60%	Lower Than Budgeted
Monitoring	\$ 36,000	\$ 36,000	\$ 15,783	\$ 20,217	\$ 20,217	44%	Lower Than Budgeted
Travel/Meetings/Meals	\$ 15,000	\$ 15,000	\$ 11,792	\$ 3,208	\$ 3,208	79%	Lower Than Budgeted
Utilities	\$ 220,000	\$ 220,000	\$ 174,349	\$ 45,651	\$ 45,651	79%	Lower Than Budgeted
Government Fees	\$ 35,000	\$ 35,000	\$ 33,515	\$ 1,485	\$ 1,485	96%	Slightly Lower than Budgeted
Repairs & Maintenance	\$ 80,000	\$ 80,000	\$ 114,611	\$ (34,611)	\$ (34,611)	143%	Timing of Payment Pro3 & Mission Paving
Miscellaneous Expenses	\$ 25,000	\$ 25,000	\$ 68	\$ 24,932	\$ 24,932	0%	Uncollectables or Write Offs
	\$ 2,262,300	\$ 2,262,300	\$ 2,088,366	\$ 173,934	\$ 173,934	92%	Expenses Are 8% Below Budget
Resolution 15-229 - Budget Preparation and Approval Process							
C.3. - Whenever a budgeted expense line item has circumstances where a projected expense exceeds a 5% variance of the total budget, the GM will be required to seek a super majority approval from the BoD before the expense is finalized, when possible.							
				5% =	\$ 113,115.00		



MISSION HILLS COMMUNITY SERVICES DISTRICT

To: Board of Directors

From: Brad Hageman, General Manager

Date: July 26, 2023

Subject: Discussion and election of a Board Member to fill the existing vacancy

Recommendation / Proposed Motion

Recommendation: District Board of Directors review and discuss the attached applications and elect a candidate to fill the vacant Board position.

Policy Reference

California Government Code Section § 1780 governs the process to fill a vacancy in any elective office on the governing board of a special district. Section § 1780 allows the remaining members of the board to fill the vacancy either by appointment or by calling an election and states that if the vacancy occurs in the second half of a term of office, the person appointed to fill the vacancy shall fill the balance of the unexpired term of office.

Alternatives Considered

Call an election.

Do not appoint anyone within 60 days, in which case the County Board of Supervisors may appoint a person to fill the vacancy.

Discussion/Recommendation

Pursuant to California Government Code Section 1780, The Board Directors have 3 choices: appoint someone, call an election, or allow the County Board of supervisors to appoint someone. These choices and other information are spelled out in detail in California Code 1780. Staff recommends the Board appoint one of the qualified applicants to fill the remainder of the vacant term (through December 2024).

Attachment(s):

1. Director candidate's applications

**APPLICATION FOR
MISSION HILLS CSD**

Return to: Secretary of the Board of Directors
1550 E. Burton Mesa Boulevard
Lompoc, CA 93436

DATE RECEIVED



Copy to General Manager

Instructions: Please complete each section below. Be sure to enter the title of the Board, for which you desire consideration in Box 1. For more complete information or assistance, contact the Secretary of the Board. **Please print in ink or type. Please note that ALL information provided is a matter of public record, and is subject to disclosure.**

1. APPLYING FOR: (Use Specific Title of Board)
Mission Hills Community Services District - Board of Directors

2. TODAY'S DATE:
JUNE 27

3. NAME:
JORDAN WILLIAM VICTOR
Last First Middle

4. E-MAIL ADDRESS:
victor@thelompocvision.com

6. ADDRESS:
3813 VIA LATO
Lompoc 93436
Number Street City Zip Code

5. TELEPHONE:
Home: _____
Business: 805-315-6090

7. REFERENCES: Give names and addresses of three (3) individuals (not relatives) who have knowledge of your character, experience, community involvement, and abilities.

NAME	ADDRESS	TELEPHONE	OCCUPATION

8. Are you, or have you ever been, employed by the Mission Hills CSD? No Yes - if yes, list below
Department: _____ Title: _____ Date: _____

9. PLEASE CHECK APPROPRIATE BOXES (OPTIONAL):
Ethnic or Racial Identity:
 White
 African American
 Hispanic
 Asian/Pacific Islander
 Native American/Alaskan Native
 Other (please specify): _____
Sex:
 Male
 Female

10. EDUCATION COMPLETED:
HIGH SCHOOL

11. INDICATE SUPERVISOR WHO WILL RECEIVE A COPY OF APPLICATION:

12. EXPERIENCE: Please explain why you are interested in serving, and what experience you bring to the Board. Attach additional documentation as necessary.
I STAY UPDATED & TRY TO HELP MY COMMUNITY WITH THE LOMPOC VISION NEWSPAPER

13. ADDITIONAL INFORMATION: Give any information explaining qualifications, experience, training, education, volunteer activities, community organization memberships, or personal interests that bear on your application for the above Board. Attach additional sheets as necessary.
I OWN THE LOMPOC VISION NEWSPAPER SO I STAY IN TOUCH WITH ALL PHASES OF LOMPOC

14. SIGNATURE OF APPLICANT: _____

**APPLICATION FOR
Mission Hills Community Services District
BOARD MEMBER**

DATE RECEIVED:

Return to: Secretary of the Board of Directors
1550 E. Burton Mesa Blvd
Lompoc, CA 93436



Instructions: Please complete each section below. Be sure to enter the title of the Board, for which you desire consideration in Box 1. For more complete information or assistance, contact the Secretary of the Board. Please print in ink or type. Please note that ALL information provided is a matter of public record and is subject to disclosure.

1. APPLYING FOR: (Use Specific Title of Board, Commission or Committee)
Mission Hills CSD Board of Directors

2. TODAY'S DATE:
05-22-2023

3. NAME:
Ford *Brenda* *Lorrey*
Last First Middle

4. E-MAIL ADDRESS:
brendaford0770@gmail

6. ADDRESS:
1449 Calle Primera
Number Street
Lompoc *93436*
City Zip Code

5. TELEPHONE:
Home: *(805) 743-4135*
Business:

7. REFERENCES: Give names and addresses of three (3) individuals (not relatives) who have knowledge of your character, experience, community involvement, and abilities.

NAME	ADDRESS	TELEPHONE	OCCUPATION
<i>Joe Hart</i>	<i>2600 NE Andresen Rd Sylva, WA 98661</i>	<i>(360) 521-1288</i>	<i>Pilot</i>
<i>Paul Chavez Sr</i>	<i>Sherrin Oaks, CA 4424 Atoll Ave</i>	<i>(818) 481-2143</i>	<i>Retired</i>
<i>Dennis Hudgeon</i>	<i>1128 Craig Lompoc, CA 93436</i>	<i>(408) 830-7315</i>	<i>Retired</i>

8. Are you, or have you ever been, employed by Mission Hills CSD No Yes - if yes, list below

Department: _____ Title: _____ Date: _____

9. PLEASE CHECK APPROPRIATE BOXES (OPTIONAL):
Ethnic or Racial Identity:
 White Sex: Male
 African American Female
 Hispanic
 Asian/Pacific Islander
 Native American/Alaskan Native
 Other (please specify):

10. EDUCATION COMPLETED:
High School Diploma

11. INDICATE SUPERVISOR WHO WILL RECEIVE A COPY OF APPLICATION:

12. EXPERIENCE: Please explain why you are interested in serving, and what experience you bring to the Committee. Attach additional documentation as necessary.
Currently using the water provided by MHCSO.

13. ADDITIONAL INFORMATION: Give any information explaining qualifications, experience, training, education, volunteer activities, community organization memberships, or personal interests that bear on your application for the above Board, Commission or Committee. Attach additional sheets as necessary.
I am curious as to why we need additional filtration to drink the water provided. Willing to learn the ins and outs of safe drinking water.

14. SIGNATURE OF APPLICANT: *Brenda J. Ford*



MISSION HILLS COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors
FROM: Brad Hagemann, General Manager
DATE: July 26, 2023
SUBJECT: Election of a Vice President to the Board of Directors

Recommendation / Proposed Motion

- Recommendation: Nominate and elect a Vice-President for the remainder of calendar year 2023.

Policy Reference

- 4040 – Board President
- 4050 – Members of the Board of Directors

Alternatives Considered

Leave the Vice President position open

Discussion/Recommendation

With the resignation and passing of Board member and Vice President, James MacKenzie, staff recommends that the Board consider and elect a new Board Vice President for the remainder of calendar year 2023.



MISSION HILLS COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager

DATE: July 26, 2023

SUBJECT: **Groundwater Sustainability Act (GSA), Western Management Area Presentation (WMA) Presentation by Mr. Bill Buelow, Assistant General Manager, Santa Ynez River Water Conservation District**

Recommendation / Proposed Motion

Information Item Only

Budget Resource

The Mission Hills CSD, as a member of the WMA, actively participates in the funding the activities successful in obtaining state grant funds to off-set a large part of the WMA expenses.

Background

The Sustainable Groundwater Management Act (SGMA) was adopted by the State legislature in 2014. SGMA requires local agencies to form Groundwater Sustainability Agencies (GSAs). The GSAs develop and implement groundwater sustainability plans to help manage the groundwater basins to avoid undesirable results and mitigate overdraft. The State Department of Water Resources has been tasked with providing assistance to the local GSAs and providing regulatory oversight of the program through evaluation and assessment of the Groundwater Assessment Plans (GSP).

The Santa Ynez Water Conservation District took the lead to develop the Santa Ynez Basin GSP. The basin was divided into three separate areas, the Eastern, Central and Western Management Areas. The GSPs for the three areas have been submitted to the Department of Water Resources for review/approval.

Discussion

The purpose of today's presentation is to provide the Board members with a summary of the program, respond to any questions and allow Mr. Buelow to discuss the status and path forward for governance structure of the WMA.



MISSION HILLS COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Mission Hills Community Services District Board of Directors

FROM: Brad Hagemann, General Manager

DATE: July 26, 2023

SUBJECT: Discuss and Consider Approval of Consultant Services Agreement with Stantec Engineering for Design and Preparation of Bid Documents for water system improvements to support the Burton Ranch Development Project

Recommendation:

Staff recommends that the Board of Directors approve of Consultant Services Agreement with Stantec for Engineering Services for Design and Preparation of Bid Documents for water system improvements to support the Burton Ranch Development Project for a cost not to exceed \$235,500.

Background:

The Board initially considered this item at the June 21, 2023, Board meeting. At that time, District legal counsel and Stantec's legal counsel were still working on some of the language in the Agreement. I am happy to report that Stantec legal counsel has agreed to the District's legal counsel changes and both parties are satisfied with the draft Agreement. Based on the fact that the legal issues needed some work and the fact that the Board also had some additional questions on the Scope of Work, the Board directed staff to move forward with an Authorization for Additional Services under an existing Stantec Contract for Tasks 1, 2 and 3 for a not to exceed amount of \$40,000. District staff and Stantec executed the Additional Services Authorization on July 12, 2023. This has allowed Stantec to move forward with the geotechnical evaluation work for the new water tank site and site mapping tasks.

Fiscal Impact/Discussion

The Burton Ranch Development Agreement includes a provision that the Development Group will provide funding for this engineering work. In accordance with the Development Agreement, the Developer Group has already provided the District the initial sum of \$50,000 for the engineering work and they will provide additional funding as needed to cover monthly invoice costs from Stantec. The project engineering costs will be deducted from the \$1.5 million advance Connection Fees, due to the District at the time the Development Group pulls their first grading permit.

Based on Stantec's previous engineering support work for the District, including their 2022, Burton Ranch Alternative Water Supply Project and their recent survey work, staff recommends that retaining Stantec to perform these engineering tasks will be the most cost-effective way to complete this work.

Recommendation

Staff recommends that the Board of Directors approve entering into a Consultant Services Agreements with Stantec for engineering design services for the Burton Ranch water system improvements, in an amount not to exceed \$235,500.

Attachments:

- 1) Draft Agreement for consulting services including Stantec's June 1, 2023, Proposal for said engineering services.

AGREEMENT FOR CONSULTANT SERVICES

This AGREEMENT FOR CONSULTANT SERVICES (“Agreement”) is made and effective as of July 26, 2023, between **STANTEC CONSULTING SERVICES INC.** (“Consultant”), and the **MISSION HILLS COMMUNITY SERVICES DISTRICT**, a political subdivision of the State of California (“District”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on July 26, 2023 and shall remain and continue in effect until the services and tasks set forth in Section 2, below, have been completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the tasks described in and comply with all terms and provisions set forth in Consultant’s proposal dated June 1, 2023 (“Consultant’s Proposal”), attached hereto as Exhibit “A,” and incorporated herein by this reference.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of his/her ability, experience and talent, perform all tasks described herein. Consultant shall employ, at a minimum generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. AGREEMENT ADMINISTRATION

District’s General Manager shall represent District in all matters pertaining to the administration of this Agreement. Consultant’s Project Manager, Carrie Poytress, shall represent Consultant in all matters pertaining to the administration of this Agreement.

5. PAYMENT

The District agrees to pay the Consultant for its service in accordance with the payment rates and terms set forth in Exhibit “B,” attached hereto and incorporated herein by reference, in monthly progress payments based on time spent on each task.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) The District may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall

immediately cease all work under this Agreement, unless the notice provides otherwise. If the District suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the District shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the District. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the District pursuant to Section 5.

(c) The Consultant may terminate this Agreement upon seven (7) days' notice in writing in the event the District has committed material breach of this Agreement. Non-payment of the Consultant's invoices will be considered a material breach of this Agreement.

7. TERMINATION ON OCCURRENCE OF STATED EVENTS

This Agreement shall terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of any party;
- (b) Sale of Consultant's business;
- (c) Assignment of this Agreement by Consultant without the consent of District;
or
- (d) End of the Agreement term specified in Section 1.

8. DEFAULT OF CONSULTANT

(a) The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, District shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

(b) If the District Manager or his/her delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Consultant a written notice of the default. The Consultant shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the District shall have the right, notwithstanding any other provision of this Agreement to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

9. **LAWS TO BE OBSERVED.** Consultant shall:

(a) Assist the District in procuring all permits and licenses, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by Consultant under this Agreement;

(b) Keep itself fully informed of all existing and proposed applicable federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Consultant's performance under this Agreement, or the conduct of the services under this Agreement;

(c) At all times observe and comply with, and cause all of its employees to observe and comply with all applicable laws, ordinances, regulations, orders, and decrees mentioned above;

(d) Immediately report to the District's General Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement; and

(e) The District, and its officers, agents and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

10. **OWNERSHIP OF DOCUMENTS**

(a) Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by District that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of District or its designees at reasonable times to such books and records; shall give District the right to examine and audit said books and records; shall permit District to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment. Notwithstanding the foregoing, the District's right to inspect, copy and audit shall not extend to the composition of the Consultant's rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared (hereinafter "Work Product") in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the District and may be used, reused, or otherwise disposed of by the District without the permission of the Consultant. The District agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any claim, liability

or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the Work Product by the District or any person or entity that obtains the Work Product from or through the District. With respect to computer files, Consultant shall make available to the District, at the Consultant's office and upon reasonable written request by the District, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

11. **INDEMNIFICATION**

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless District, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) General Indemnification Provisions. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this agreement or this section.

(d) Indemnification for Design Professional Services. Notwithstanding anything herein to the contrary, to the fullest extent permitted by law for all design professional services arising under this Agreement, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs which arise out of, pertain to, or relate to the

negligence, recklessness, or willful misconduct of the Consultant.

12. **INSURANCE**

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit "C," attached hereto and incorporated herein as though set forth in full.

13. **INDEPENDENT CONSULTANT**

(a) Consultant is and shall at all times remain as to the District a wholly independent Consultant. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither District nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the District. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against District, or bind District in any manner.

(b) No employee benefits shall be available to Consultant in connection with performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, District shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for District. District shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

14. **UNDUE INFLUENCE**

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of the Mission Hills Community Services District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the Mission Hills Community Services District will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the District to any and all remedies at law or in equity.

15. **NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of District, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the project performed under this Agreement.

16. **RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without District's prior written authorization. Consultant, its officers, employees, agents, or subcontractors, shall not without written authorization from the General Manager or unless requested by the District Counsel, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the District. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives District notice of such court order or subpoena. Unless prohibited from disclosing receipt of the subpoena or other request for information to the disclosing party by the terms of the judicial or administrative process, the receiving party will provide such notice of the process to disclosing party as is reasonable under the circumstances, and it shall be the sole responsibility of disclosing party to seek protective orders or other limitations on the scope of the request.

(b) The restrictions on the use and disclosure of the confidential information shall not apply to information which (a) was known to the Consultant before receipt of same from the District; or (b) becomes publicly known other than through the Consultant; or (c) is disclosed pursuant to the requirements of a governmental authority or judicial order, but only to the extent required to comply with the said requirements of the government authority or judicial order.

(c) Consultant shall promptly notify District should Consultant, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the District. District retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with District and to provide the opportunity to review any response to discovery requests provided by Consultant. However, District's right to review any such response does not imply or mean the right by District to control, direct, or rewrite said response.

17. **NOTICES**

Any notice which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To District: General Manager
 Mission Hills Community Services District
 1550 Burton Mesa Blvd
 Lompoc, CA 93436

Copy to: Timothy J. Carmel
Carmel & Naccasha, LLP
694 Santa Rosa Street
San Luis Obispo, CA 93401

To Consultant: Stantec Consulting Services Inc.
200 East Carrillo Street, Suite 101
Santa Barbara, CA 93101

18. **ASSIGNMENT**

The Consultant shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of the District.

19. **GOVERNING LAW**

The District and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the Mission Hills Community Services District.

20. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. **TIME**

District and Consultant agree that time is of the essence in this Agreement.

22. **CONTENTS OF PROPOSAL**

Consultant is bound by the contents of Consultant's Proposal, Exhibit "A," attached hereto and previously incorporated herein. Should any of the terms of Consultant's Proposal conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

23. **CONSTRUCTION**

The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience

and reference only, and are not intended to be construed to define or limit the provisions to which they relate.

24. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

25. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

**MISSION HILLS COMMUNITY
SERVICES DISTRICT**

**STANTEC CONSULTING SERVICES
INC.**

By: _____
Brad Hagemann, General Manager

By: _____
Carrie Poytress, Project Manager

ATTEST:

Lupe Huitron, Board Secretary

By: _____
Venu Kolli, Regional Leader

Approved As To Form:

Timothy J. Carmel, District Counsel

EXHIBIT A
CONSULTANT'S PROPOSAL



Stantec Consulting Services Inc.
200 East Carrillo Street Suite 101, Santa Barbara CA 93101-2317

June 1, 2023
File: 184031566

Attention: Mr. Brad Hagemann
Mission Hills Community Services District
1550 E. Burton Mesa Blvd.
Lompoc, CA 93436
bh@mhcsd.org

Dear Mr. Brad Hagemann,

Reference: Mission Hills CSD Municipal Well and Water Tank- Construction Documents

Stantec is pleased to submit this proposal to provide engineering and surveying services for the Mission Hills Community Service District (Mission Hills CSD; District) Municipal Well and Water Tank project per the Burton Ranch Development Agreement.

Project Understanding

Mission Hills CSD is required to design and construct a municipal well and raw water storage tank on Mission Hills CSD property to augment their existing water system. The well needs to be designed to produce not less than 520 gallons per minute and the tank shall have a capacity of not less than 390,000 gallons per the Burton Ranch Development Agreement.

The District selected the existing baseball field behind the Mission Hills CSD administration building as the location for the proposed raw water storage tank and the area west of the existing sewage ponds for proposed Well No. 8. Mission Hills CSD is working with Rick Hoffman, the District's hydrogeologist that will indicate the exact location of the proposed Well No. 8, design the well, and select the well pump.

A building is proposed around the proposed Well No. 8. Piping is needed to connect the proposed Well No. 8 and existing wells to the proposed raw water tank. A proposed booster pump station is required on the tank outlet piping to pull raw water from the proposed raw water tank and pump it to the existing Mission Hills CSD water treatment plant on the northside of Burton Mesa Boulevard. The proposed booster pump station will be located near the proposed raw water storage tank.

Description of Work

Based on the request from you, we understand the following scope of work will be required for this project:

Reference: Mission Hills CSD Municipal Well and Water Tank- Construction Documents

Task 1 Site Mapping and Investigation

1.1 Topographic Mapping

We will perform conventional and/or GPS topographic field survey of the proposed waterline alignments, tank site, and well site. Topographic surveying and mapping will locate pavement, curbs, driveways, walks, building corners, and visible surface utilities (accessible sewer and storm drain manholes will be opened and the invert elevation, pipe size and pipe material will be noted), together with topographic features such as crowns, flow lines, grade breaks, etc. Pavement and surface materials will also be identified. Trees larger than 6" in diameter (measured at chest height) will be located and shown on the map along with detail information such as walls, signs, surface material limits, and USA markings, if available.

Note: In areas where the topography poses a safety risk, we will interpret elevations based on available ground measurements.

1. Create an AutoCAD drawing for the project base map, including surveyor's notes and legend. The scale of the base map will be 1" = 20' with a 1-foot contour interval.
2. Mapping will be based on the California State Plane Coordinate System of 1983 (CCS83), and the North American Vertical Datum of 1988 (NAVD88) based on ties to the Lompoc Valley Control Network as shown on the Record of Survey filed in Book 172, Page 004 filed in the County Surveyor's Office and the Datum Shift report dated July 2008 filed with the District of Lompoc.
3. Locate upstream and downstream gravity utility lines beyond the topographical mapping boundary (storm drain and sanitary sewer) inlets/outlets and invert elevations of all crossing gravity utilities. Approximate size of pipe entering/exiting manhole will be noted.
4. Establish semi-permanent survey control points (Iron Pipes with caps, magnetic nails in pavement or scribed "+" in concrete, etc.) along alignment for use by contractor during construction.
5. Create an AutoCAD drawing for the project base map, including a title sheet with surveyor's notes, vicinity map, and legend. The scale of the base map is proposed to be 1" = 20' with a 1-foot contour interval.

Deliverables:

- Survey deliverable will be included as part of 60% design submittal.

1.2 Incorporate Boundary Mapping

The property boundaries were previously mapped and recorded as part of the Record of Survey dated July 2022. The Record of Survey will be used and added to the AutoCAD drawing basemap and a note regarding how the boundary was computed will be added to the title sheet for this project.

1.3 Utility Research and Base Mapping

Stantec will perform a record search utilizing USA Dig Alert and available record drawings. Using the USA Dig Alert database and our contacts with the various agencies, we will request available as-built data, and request information on existing facilities and available future planned projects in the area that may potentially impact the proposed construction schedule.

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Reference: Mission Hills CSD Municipal Well and Water Tank- Construction Documents

Mission Hills CSD will collect information on District-owned facilities record drawings and will provide this information to Stantec electronically.

We will plot the information received from Mission Hills CSD and utility providers to prepare the utility base map.

Deliverables:

- Utility information will be included on the basemap as part of the 60% design submittal.

Task 2 Geotechnical Investigation

A geotechnical investigation will be provided by Earth Systems.

To evaluate the subsurface conditions at the proposed raw water storage tank site, one boring will be drilled to a maximum depth of 50 feet below the ground surface (bgs), as conditions dictate and allow. The boring will be drilled with a truck-mounted GtechDrill Model GT8 drill rig equipped with 6-inch hollow stem auger and an automatic trip hammer for sampling. During drilling, samples will be obtained as appropriate using a ring-lined barrel sampler (ASTM D355-17 with shoe similar to D2937-17) and a standard penetrometer sampler (ASTM D1586-18). Soils will be classified in general accordance with the Unified Soil Classification System (ASTM D2488-17). If bedrock is encountered, its properties will be described based upon observation of ring and/or standard penetration samples, observation of the spoils, the effort required to drill into the bedrock, and the energy required to drive samplers into the bedrock. Bulk samples will be secured from the auger cuttings. The boring will be backfilled with soil cuttings. We assume that excess cuttings generated by the drilling operations can be spread at the surface on the site. Copies of the boring logs and a boring location map will be included in the report.

Soil samples obtained from the boring will be tested in the laboratory to determine various engineering properties. The final numbers and types of tests to be performed will be determined depending on the subsurface conditions encountered. The following laboratory tests are anticipated:

1. In situ moisture and density
2. Maximum density and optimum moisture
3. Expansion index
4. Cohesion and angle of internal friction by direct shear

The field and laboratory data will be reviewed by a registered Professional Engineer and evaluated with respect to development of geotechnical criteria for the project. The supervising geotechnical engineer for this project will be Robert Down, PE with Earth Systems. The following items will be addressed in the geotechnical engineering report:

1. Soil, bedrock, and groundwater conditions encountered
2. Preparation of the project areas prior to construction
3. Grading criteria
4. Utility trench backfill
5. Types and depths of shallow foundations
6. Maximum allowable bearing and lateral capacities

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Reference: Mission Hills CSD Municipal Well and Water Tank- Construction Documents

7. 2022 California Building Code (CBC) seismic criteria (General Procedure)
8. Liquefaction potential
9. Estimated total and differential settlement
10. Drainage around improvements
11. Observation and testing

Information gathered during the geotechnical investigation will be compiled into a geotechnical engineering report for the project. The report is intended to fulfill the requirements of Sections 1803.1 through 1803.6, J104.3 and J104.4 of the 2022 California Building Code; and common geotechnical engineering practice in this area under similar conditions currently.

It is our intent that the report will be used exclusively by the client to form the geotechnical basis of the design of the project and in the preparation of plans and specifications. One digital copy (.pdf format) of the final report will be provided to the client. Additional electronic copies of the report will be forwarded to others as directed.

The final report will not address issues in the domain of the contractor such as, but not limited to, site safety, subsidence of the site due to compaction, loss of volume due to stripping of the site, shrinkage of soils during compaction, excavatability, shoring, temporary slope angles, construction means and methods, etc. Testing of the soil for corrosion potential, radioisotopes, lead or mold potential, items containing asbestos (natural or in man-made products), hydrocarbons, toxic substances, or other chemical properties are all beyond the scope of the proposed geotechnical investigation. Ancillary structures or features such as LID/BMP improvements, drainage basins, temporary access roads, fences, signage, and nonstructural fills are also not within our proposed work scope. Our proposed work scope does not include any testing for toxic substances, as may be required by the State Department of Toxic Substance Control.

Deliverables:

- Draft Geotechnical Report
- Final Geotechnical report

Task 3 Operational Analysis

Stantec will prepare an Operational Analysis memo to document the existing wells operations and discuss potential changes that may be needed for the existing wells to pump to into the proposed raw water tank instead of at the higher pressure directly through the water treatment plant. The memo will also discuss the potential for the wells to bypass the proposed raw water tank.

Task 4 Design Documents

We will prepare construction plans and CSI technical specifications in the District's format. The final design will conform to requirements of Federal, State, and Local codes, ordinances, and regulations. Front end specifications will be provided by the District, however, we will coordinate relevant information to compile the final bid package. The construction plans will be prepared for 24" x 36" size sheets. We anticipate submittals of plans and specifications at 60%, 90%, and a final bid submittal. We anticipate the plan set will include pipeline alignment plan and profile, tank and booster pump station site plan, well site plan, structural

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Reference: Mission Hills CSD Municipal Well and Water Tank- Construction Documents

details including maintenance pads and tank ring foundation wall, mechanical and pumping details, and electrical and control details.

Stantec will prepare a detailed and itemized opinion of probable construction cost for the proposed facilities, which will be updated and submitted at the 90% and final bid design submittals.

We will meet with the District virtually after the 60% and 90% submittals to review and discuss the District comments and questions. The comments will be incorporated into the next submittal. Table 1 shows the estimated number of plans for each discipline.

Table 1- Final Plans

Discipline	Estimated Number of Plan Sheets
General	One (1) Title sheet and one (1) sheet index and notes
Civil	Three (3) plan and profile sheets, one (1) overall site plan, two (2) grading plans, and three (3) detail sheets
Mechanical	Two (2) sheets for the well piping Three (3) sheets for the tank, piping design, and details Two (2) sheets for the pump station and details
Structural	Six (6) sheets for the well building including details and notes Four (4) sheets for the raw water tank including details and notes
Electrical	Three (3) sheets
Total	31 sheets

4.1 General, Civil, and Mechanical

Stantec will prepare the general, civil, and mechanical design drawings and specifications based on our previous experience with the District and project site meeting discussions. Stantec will coordinate with the District’s hydrogeologist for the well location, well design, and well pump size. Stantec will prepare an overall site plan using the topographic survey and basemap for the civil design that can also be used by structural and electrical as backgrounds.

4.2 Structural

Van Sande Structural Consultants will provide structural design services for this project. Van Sande will use the geotechnical report to design the tank foundation, tank anchorage, and the well house with a removeable roof. The structural scope of work includes the following:

1. Coordinate and consult with Stantec during design development and Construction Document phases.
2. Provide architectural and structural engineering plans, details, specifications, and calculations as necessary to obtain building permits for the project. All work will be in conformance with the most recent seismic codes, geotechnical criteria, and structural material specifications.
3. Provide construction cost estimating.

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Reference: Mission Hills CSD Municipal Well and Water Tank- Construction Documents

4. Respond to plan check comments. Two rounds of plan check responses are included.

4.3 Electrical

Alan Nolle Engineering (ANE) will provide electrical design services for this project. The electrical scope of work includes the following:

1. Electrical construction documents including electrical plans, symbols list, panel schedules, one line diagram, note specifications on the plans, light fixture schedule, lighting Title 24 documentation, miscellaneous details as required by the Engineer or plan check authority, and any changes required by the plan check authority to obtain a building permit.
2. Electrical will use the civil basemap for the background.
3. All low voltage, AV, fire alarm, and communications systems are considered outside the scope of this work. Raceways, backboards, and line voltage power shall be provided based on requirements given to us.
4. This proposal excludes any coordination & arc flash calculations or studies.
5. This proposal includes utility coordination. We assume the most cost-effective solution will be a new electric service from PG&E. These fees include the work to coordinate that.

Deliverables (Electronic to District PM):

- 60%, 90%, and Final bid drawing sets (PDF to District)
- 90% and Final opinion of probable costs and technical specifications (PDF and Word file to District PM)

Task 5 Project Management

Project management subtask includes the following responsibilities, not limited to:

5.1 Project Management/ Project Meetings

Stantec will provide an experienced, trained project manager to lead the project and act as the key point of contact for the Stantec team. The project management task will include the following key sub-tasks:

1. General project coordination and communication
2. Management of scope, schedule, and budget to ensure project is progressing as planned.
3. Preparation of monthly progress reports and invoices to the Mission Hills CSD and participation in frequent teleconferences throughout the project (including schedule and budget updates)
4. Attend a site walk ahead of design.
5. Conduct scheduled progress meetings (kickoff meeting and progress meetings at the 60%, 90%, and final design stages)
6. Coordination of internal quality control and quality assurance of the deliverable documents
7. Project closeout activities and final delivery and approval of the project

Stantec will invite key, select staff members to participate in the kick-off and design review meetings with the Mission Hills CSD. We will have staff members versed in the various disciplines of public works for

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Reference: Mission Hills CSD Municipal Well and Water Tank- Construction Documents

which this scope of work entails. Participation in meetings with the Mission Hills CSD will be part of the project management task.

Deliverables (Electronic to Mission Hills CSD):

- Meeting Agendas and Notes
- Project Reports and Invoices
- Project Schedule

5.2 Quality Assurance/ Quality Control

Stantec will develop and implement proven QA/QC measures throughout the project to ensure ongoing and consistent quality control throughout all project phases. As part of the QA/QC measures, Stantec will capture comments from review meetings and submittals, and thoroughly check the work product to ensure that comments are addressed.

SERVICES NOT INCLUDED

The following services and all other services not specifically listed herein are excluded:

1. Governmental and public agency fees.
2. Sub-surface utility detection or potholing services.
3. Title Company reports, services, and fees.
4. Well Design will be provided by Rick Hoffman, hydrologist.
5. Corrosion protection design for the tank. If during final design, corrosion protection design is required, we will be happy to provide a proposal for this work.
6. Instrumentation and Controls design and integration with the existing SCADA system.
7. Bidding services. We would be happy to provide an additional scope of work if this service is requested.
8. Engineering support during construction and construction administration. We would be happy to provide an additional scope of work if this service is requested.
9. Construction management services (change order, pay applications, dispute management and cost control).
10. Storm Water Pollution Prevention Plan (SWPPP). This will be the responsibility of the contractor.
11. Record drawings. We would be happy to submit a proposal for these services after the project has been constructed.
12. Environmental services including but not limited to biological studies, noise, archeological, etc.
13. Permit preparation and/or processing.
14. Traffic control plans.
15. Permit fees.
16. Services not listed herein.

Proposed Fee

Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services will be approximately as follows:

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Reference: Mission Hills CSD Municipal Well and Water Tank- Construction Documents

Municipal Well and Water Tank Project..... \$235,500

Our charges will not exceed the above fee estimate without your prior authorization. Stantec reserves the right to reallocate budget between the tasks if necessary, provided the overall total is not exceeded.

We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. During the performance of our services, the need for additional or expanded services may be determined. We will make every reasonable effort to keep you informed of our progress and costs incurred.

Schedule

Per the Burton Ranch Development Agreement, the Final bid design documents must be completed within 270 days from effective date of the Development Agreement.

Authorization to Proceed

Should you require additional information or wish to discuss this work authorization further, please give me a call at (805) 308-9158. If Mission Hills Community Services District agrees with this proposal, Mission Hills Community Services District will provide the District's Agreement for Stantec to sign.

Regards,

Stantec Consulting Services Inc.



Carrie Poytress P.E.
Project Manager
Phone: 805-308-9158
carrie.poytress@stantec.com



Venu Kolli P.E.
Regional Leader
Phone: 949-413-9059
venu.kolli@stantec.com

Attachment: Professional Services Agreement
pc v:\1840\active\184031566\promotion\tank and well\20230508_proposal_tank_and_well.docx

EXHIBIT B
FEE ESTIMATE

 FEE ESTIMATE - Mission Hills CSD- Municipal Well and Tank

	Project Manager	Project Engineer	Civil/ Mechanical-EIT	Survey Project Manager	2-person Party Chief	2-person Chainman	Survey Processing	Utility research	Expenses	Geotech- Earth Systems	Electrical- Alan Noelle Engineering	Structural- Van Sande
Project Billing Rate	\$240.00	\$210.00	\$165.00	\$210.00	\$155.00	\$155.00	\$205.00	\$125.00				
Total Units (T&M)	100	236	158	8	24	24	24	4				
Fee (T&M)	\$24,000.00	\$49,560.00	\$26,070.00	\$1,680.00	\$3,720.00	\$3,720.00	\$4,920.00	\$500.00	\$42.61	\$9,685.50	\$20,900.00	\$90,200.00
Escalation (T&M)	\$118.01	\$240.93	\$142.94									
Total Fee (T&M)	\$24,118.01	\$49,800.93	\$26,212.94	\$1,680.00	\$3,720.00	\$3,720.00	\$4,920.00	\$500.00	\$42.61	\$9,685.50	\$20,900.00	\$90,200.00

	Hours	Labour	Expense	Subs	Total
Total	578	\$114,671.89	\$42.61	\$120,785.50	\$235,500.00

Task Code	Task Name	Units										
201	Site Mapping and Investigation	4	10	8	24	24	24	4	42.61			
202	Geotechnical Investigation								9,685.50			
203	Operational Analysis	16	36									
204	Design Documents		184	144						20,900.00	90,200.00	
205	Project Management	84	12	4								

	Hours	Labour	Expense	Subs	Total
	98	\$17,030.00	\$42.61		\$17,072.61
				\$9,685.50	\$9,685.50
	52	\$11,400.00			\$11,400.00
	328	\$62,765.26		\$111,100.00	\$173,865.26
	100	\$23,476.63			\$23,476.63

EXHIBIT C

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Work, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of the Consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend the insured. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and District agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds District, its officials employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992 or current equivalent. Consultant also agrees to require all consultants, and subcontractors to do likewise.

2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant's employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against District regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.

3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the District or its operations limits the application of such insurance coverage.

4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to District and approved of in writing.

5. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.

6. All coverage types and limits required are subject to approval, modification and additional requirements by the District, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect District's protection without District's prior written consent.

7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant's general liability policy, shall be delivered to District at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, District has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by District shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at District option.

8. Certificate(s) are to reflect that the insurer will provide 30 days notice to District of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will “endeavor” (as opposed to being required) to comply with the requirements of the certificate.

9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to District.

10. Consultant agrees to ensure that subcontractors, and any other party involved with the project that is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to District for review.

11. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to District. If Consultant’s existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the District. At the time the District shall review options with the Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

12. The District reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the District will negotiate additional compensation proportional to the increase benefit to District.

13. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.

14. Consultant acknowledges and agrees that any actual failure on the part of District to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

15. Consultant will renew the required coverage annually as long as District, or its employees or agents face an exposure from operations of any type pursuant to this

agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until District executes a written statement to that effect.

16. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to District within five days of the expiration of the coverages.

17. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to District, its employees, officials and agents.

18. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

19. These insurance requirements are intended to be separate and distinct from any other provision in this Agreement and are intended by the parties here to be interpreted as such.

20. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

21. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge District or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to District. It is not the intent of District to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against District for payment of premiums or other amounts with respect thereto.

22. Consultant agrees to provide immediate notice to District of any claim or loss against Consultant arising out of the work performed under this agreement. District assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve District.



MISSION HILLS COMMUNITY SERVICES DISTRICT

MEMORANDUM

TO: Board of Directors

FROM: Brad Hagemann, General Manager

DATE: July 26, 2023

SUBJECT: Discuss and Consider Approval of a New Water and Sewer Will Serve Request for a Proposed 47 Unit Studio Apartment Project at 1426 Burton Mesa Blvd.

Recommendation / Proposed Motion

- Recommendation:
- Proposed Motion:

Budget Resource

The proposed project may require some water and/or sewer infrastructure improvements in the vicinity of the project. The Developer will be responsible for all engineering and construction costs associated with any needed infrastructure improvements. The Developer will also be required to pay the required Sewer and Water Connection Fees in effect at the time construction begins. The District is currently conducting a study to update the Water and Sewer Connection Fees and expects that study to be completed in early 2024.

Background/Discussion

In June 2023, the Developer, Frank Thompson, LLC, contacted the District and requested a Will Serve for their proposed project. The description and estimated indoor water use of the project includes the District providing water and sewer service for 47 new studio apartment units and 1 new 2-bedroom Manager's unit. The proposed project will be located on the vacant area of the existing Mission Hills Shopping Center property located at 1426 Burton Mesa Boulevard.

The Applicant provided the following project description and estimated indoor water use:

47 new studio apartment (385 sq ft) with estimated total population of:	71 people
1 new 2-bedroom Manager's unit (800 sq ft) with estimated population of:	<u>4 people</u>
Total population:	75 people

Your water use estimate for the project was as follows:

Indoor Water Demand

Per the *Santa Barbara County Environmental Thresholds and Guidelines Manual, Published September 2020* the estimated average annual water demand based on individual indoor uses for Santa Barbara County is equal to 18,697 gallons per year per person or 0.0574 acre-feet per year per person. For the anticipated 75 residents, the total demand based on indoor uses would be:

75 persons * 0.0574 acre-feet per person per year = **4.31 AF/yr**

Staff Recommendation

The District's water and sewer systems appear to have the capacity to serve this project. Based on staff's understanding of the District's existing infrastructure capacity, staff does not have any reason to not issue a water and sewer will serve for the proposed project.



MISSION HILLS COMMUNITY SERVICES DISTRICT

7. COMMUNICATIONS- Board of Directors may ask a question for clarification, make an announcement, or report briefly on recent activities or conferences. Also, Directors may provide a reference to staff or other resources for information, request the Board President consider placing an item on a future committee meeting or regular meeting.

- A. General Manager Comments
- B. Director's Comments
- C. Public Comments

LAST PAGE OF BOARD PACKET