



REGULAR MEETING OF THE BOARD OF DIRECTORS AGENDA

TUESDAY, October 22, 2024, 7:00 PM

President- Vicki Morris
Vice President- Wayne Holman
Director- Wayne Norton
Director- Timothy Powers
Director- Seth Capron
General Manager- Robert Johnson

The Aromas Water District Board of Directors meeting will be held at the District office. Staff and the public may attend the meeting remotely or in person. Public participation is encouraged – remote participation instructions are on the following page.

- I. **CALL TO ORDER**
- II. **ROLL CALL OF DIRECTORS:** President Vicki Morris and Vice President Wayne Holman, Directors Wayne Norton, Timothy Powers, and Seth Capron.
- III. **PLEDGE OF ALLEGIANCE**
- IV. **STATEMENTS OF DISQUALIFICATION**
- V. **ADDITIONS AND DELETIONS**
- VI. **REPORT OUT FROM CLOSED SESSION ON SEPTEMBER 24, 2024**
- VII. **MINUTES:** Review the Minutes of the September 24, 2024, Regular Board Meeting for Board approval. p. 3-5
- VIII. **ORAL COMMUNICATION:** *Anyone wishing to address the Board on informational items, staff reports or matters not listed on the agenda may do so. Please limit your comment to three (3) minutes. The public may comment on listed Action and Public Hearing items at the time they are considered by the Board.*
- IX. **REPORTS**
 - A. DIRECTORS' REPORTS
 - B. ATTORNEY'S REPORT
 - C. MANAGER'S REPORT
 - D. CORRESPONDENCE p. 6-9
p. 10
- X. **ACTION ITEMS**
 - A. **Consider adopting Resolution #2024-07, Resolution of Necessity, for the purposes of drilling a test well and possible purchase of land for a production well, and providing direction to staff** p. 11-19
Staff will present Resolution #2024-07 and the related Agreement for discussion and Board action.
 - B. **Consider approving an agreement with Heidi Quinn of Noland, Hamerly, Etienne & Hoss in the amount of \$21,600.00 (\$1,800.00 per month), and providing direction to staff** p. 20-28
Staff will present the contract for new District Counsel for discussion and Board action.
 - C. **Consider reviewing the current General Manager Performance Evaluation Process, and providing direction to staff** p. 29-33
Staff will present the GM Performance Evaluation process for discussion and Board action.
 - D. **Financial Reports for the Month of September 2024** p. 34-39
Including both Assessment Districts, the financial reports for August show a total revenue of \$189,356.81; total expenditures were \$169,871.37 between September 20, and October 15, 2024. These financials and monthly expenditures will be presented for discussion and Board action.
- XI. **FUTURE MEETINGS & AGENDA ITEMS** – Next meeting – November 26, 2024; Dec 16 (Monday)
- XII. **ADJOURNMENT**

Meeting Attendance Instructions

The public may participate in the District's Board meeting either in person, or by teleconference / web conference via the instructions provided below. In person attendees will be subject to current mask and distancing protocols.

The meeting materials will be available for download from the District's website at:

www.aromaswaterdistrict.org

For those who choose to attend this meeting via Zoom will be muted by default. To join the meeting from a computer, tablet, or smartphone via the Zoom app (free at <http://www.zoom.us>), click the link on the meeting date and time: <https://us02web.zoom.us/j/87671548230>

If you do not have speakers or a microphone on your computer, you can dial in for audio.

Call **(669) 900.9128** and enter the Webinar ID: [87671548230](https://us02web.zoom.us/j/87671548230)

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

1. **Online** – raise your hand or use the Q&A panel to submit written comments.
2. **Phone** – press *9 to raise your hand, *6 to send a request to be unmuted to submit verbal comments.

The meeting officially will start at 7:00pm, though remote access will be open 15 minutes before the start of the meeting.

Public engagement is important to the District.

Minutes of the Regular Meeting of the Aromas Water District Board of Directors September 24, 2024

- I. **CALL TO ORDER.** The regular meeting of the Aromas Water District Board of Directors was called to order by President Morris on Tuesday, September 24, 2024, at 7:00 p.m. Attendees were present in the Aromas Water District Board Room.
- II. **ROLL CALL.** President Morris, Vice-President Holman, Directors Powers, and Norton were present in the Aromas Water District Board Room along with General Manager Johnson. Director Capron was absent, and Counsel Bosso attended via Zoom.
- III. **PLEDGE OF ALLEGIANCE.** President Morris led the pledge of allegiance.
- IV. **STATEMENTS OF DISQUALIFICATION.** There were no statements of disqualification.
- V. **ADDITIONS AND DELETIONS.** There were no additions or deletions.
- VI. **REPORT OUT FROM CLOSED SESSION ON AUGUST 27, 2024.** GM Johnson was given direction.
- VII. **MINUTES.** The minutes of the August 27, 2024, Board Meeting was presented for review and approval. Vice-President Holman presented a correction. Director Powers moved for approval of the minutes; Vice-President Holman seconded. Minutes were unanimously approved by the Directors present.
- VIII. **ORAL COMMUNICATION.** There was no public comment.
- IX. **PRESENTATIONS & REPORTS**
 - A. **Director's Report.** Director Norton reported that he attended the San Benito Business Council lunch. Discussions items included the work being done on the San Benito County Climate Action Plan.
 - B. **Attorney's Report.** Counsel Bosso reported that there was nothing to report that affected the District, considering the size of our District..
 - C. **Manager's Report:**

OPERATIONS & MAINTENANCE
Production & Well Levels
Total production in August 2024 was 10,748,851 gallons; roughly 8.4% lower than July's production, and 15% lower than August's average production. The average daily production was 376,737 gallons.

The District has 976 total connected meters – no new connections this month.

San Juan and Carpenteria wells were operated the entire month, while Pleasant Acres well was operated only one day. All water testing reports were filed on time.

Operational well levels: Carpenteria well was one foot lower than the previous month, and San Juan well saw no change. **Observational wells:** The Marshall well level showed a decrease of one foot from the previous month, and the Aimee Meadows well reading showed an increase of one foot from the previous reading.

INCIDENTS
On August 8, a fire hydrant at the corner of San Juan and Carpenteria was hit by a pickup truck and trailer. Staff responded quickly and shut the water to the hydrant off, resulting in minimal loss of produced water. Contractors have completed the install of the new hydrant with the breakaway valve. Staff is working on a reimbursement from the driver's insurance company.

ADMINISTRATIVE

Staff & Board Recognition

GM Johnson reported on the following staff activities: 1) Management Analyst (MA) Girōn and Accounting Clerk (AC) Hill worked with and provided information to our Auditors for their financial audit of the District; 2) GM Johnson and MA Girōn attended a webinar about utilizing a new Utility Billing software; 3) GM Johnson participated in a Zoom meeting of current Counsel and possible new Counsel; and 4) AC Hill is catching on to the various aspects of the job and doing well.

Conservation & Rainfall

The beginning of the new rainfall year was on October 1, 2023. Since then, 21.08 inches of precipitation has been recorded by the rain gauge at Chittenden Pass.

PROJECTS

Cole and Rocks Road Annexation

No new installations were performed this month.

New Water Source

This matter was discussed in the August Closed Session, and the General Manager was given direction.

Follow-up on the Kang Annexation effort

This annexation, approved by the Board in November 2022, and the PVWMA Board approved the annexation at their April 2023 meeting. Staff met with the LAFCo Executive Officer at a May 2024 workshop and discussed matters that need to be finalized for the annexation effort to be completed. Nothing has moved forward in the last few months; staff has reached out to the LAFCo Executive Officer, though at the time of this writing there has not been a response.

Construction of an Operations and Maintenance Shop

A Request for Proposals (RFP) was released on July 17 and was open until August 15, with one response. Staff is working with the respondent to determine a preliminary budget to bring to the Board to gauge the level of interest in the project.

School Tanks Abandonment and Replacement

Staff is in contact with a contractor regarding the School Tanks abandonment project; a proposal has been received, and staff and the contractor are working to schedule this effort.

Utility Billing Software changes

Our current billing software company was bought out by a larger firm a year or so ago. A new version and fee schedule has been released. The current version will not be supported as of Q1 2025, so we need to migrate to the newer version; the costs will change from approximately \$2,000 a year to \$6,800 a year.

Purchase of a new network copier/printer/scanner

The current network copier/printer/scanner unit has been discontinued for some time, and no new parts will be manufactured, and support will be discontinued as of Q4 2024. New copier/printer/scanner options are being evaluated. Know that the monthly charges from the vendor for use (currently about \$15.00 a month) is going to increase to at least \$200.00 a month.

D. Correspondence

GM Johnson went through the monthly correspondence list and provided information on specific items, including; 1) water main relocations in San Benito County, 2) the copier upgrade, 3) the billing software issue, and 4) the recent line break on Carr Avenue incident.

(continued on next page)

X. CONSENT CALENDAR

The Board adopted Resolution #2024-06; Recognizing October 5 – 13, 2024, as Water Professionals Appreciation Week. Adoption came from a Roll Call vote and was unanimously approved by Directors present.

XI. ACTION ITEMS

A. Consider reviewing District Project List, and providing direction to staff

Staff presented the District Project list for Board comment and general feedback. Projects were discussed, and the Board implemented an Ad-Hoc Committee related to matters in the San Benito County.

This item required no formal action from the Board.

B. Financial Reports for the Month of August 2024

Total Assets / Liabilities & Equity are \$16,167,003.61. In the P&L Report, Revenue for August was \$182,803.71. Total Expenditures were \$85,723.24 between August 19, 2024, and September 19, 2024.

President Morris moved to adopt the Financial Reports which was seconded by Director Norton. The Financial reports were unanimously approved.

XII. FUTURE MEETINGS & AGENDA ITEMS

The next regular Board meeting date will be Tuesday, October 22, 2024, at the Aromas Water District Board Room. At that meeting, there may be a Closed Session related to real property negotiations. Also, the next two Board meetings were scheduled: November 26, 2024 and December 16 (Monday).

XIII. ADJOURNMENT OF REGULAR MEETING TO CLOSED SESSION

The regular meeting was adjourned at 8:40pm.

XIV. RETURN TO OPEN SESSION

Closed Session adjourned at 8:49pm with direction given to the General Manager.

XV. ADJOURNMENT

President Morris adjourned this meeting at 8:50pm.

Read and approved by: _____
President, Vicki Morris

Attest: _____
Board Secretary, Robert Johnson

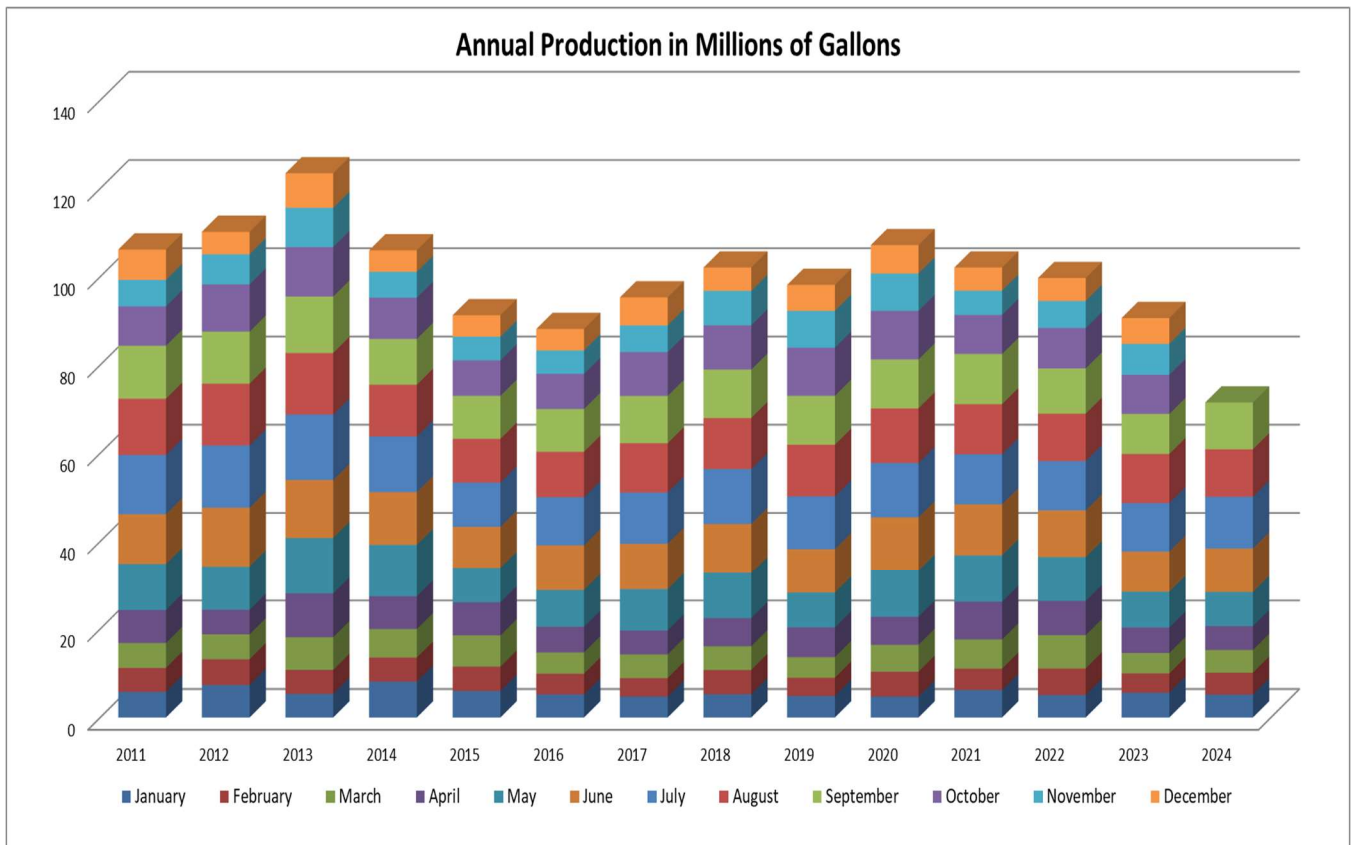
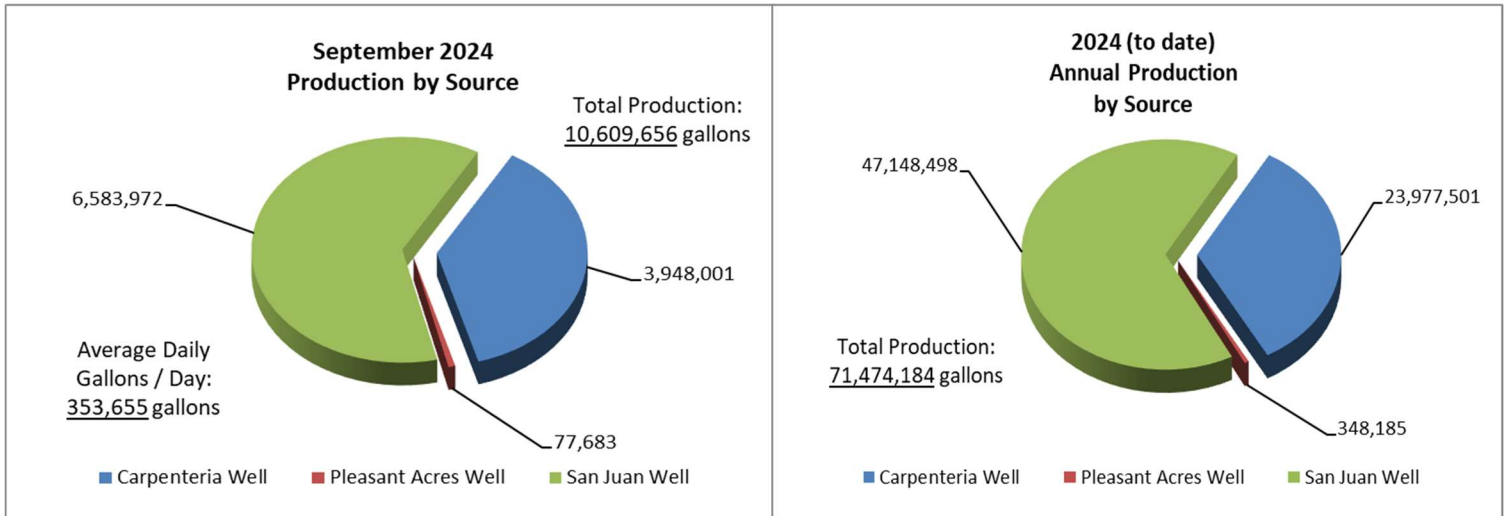
Date: _____

Date: _____

General Manager's Report September 2024



PRODUCTION REPORT



Totals	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Million Gal	123.42	105.97	91.27	88.152	95.304	102.07	98.141	107.1	102.07	99.69	90.62	71.43
Acre Ft	378.7	325.16	280.05	270.49	292.43	313.18	301.13	328.8	313.19	305.89	278.06	219.33

OPERATIONS AND MAINTENANCE REPORT

OPERATIONS:

- There are 976 meters installed.
- San Juan and Carpentaria wells were operated the entire month, while Pleasant Acres well was operated one day.
- Water Treatment Plant: finished water was free of both iron and manganese this month.
- Distribution testing for total Coliform; all samples were negative.
- All monthly DWR reports on Coliform, and Fe / Mn were filed on time.
- WTP filters are backwashed when necessary.
- Monthly Generator in-house 15-minute testing under load.
- Monthly well-level monitoring (see chart following this report in Board Packet).

MAINTENANCE:

- Preventative maintenance and flushing were performed, as needed.
- Chlorine chemical pump maintenance and analyzer maintenance at all wells was performed.
- Additional maintenance tasks are being performed as time allows.

INCIDENTS:

- On September 13 (Friday) and 14 (Saturday), there were two breaks on the Carr Avenue water main, within 20 feet of each other. The Friday break resulted in an estimated water loss of about 180,000 gallons of water while the Saturday break resulted in an estimated water loss of about 100,300 gallons. A Boil Water Notice was issued and rescinded after two days of sampling indicated no coliform was present.

ADMINISTRATIVE REPORT

STAFF & BOARD RECOGNITION:

- Management Analyst (MA) Girõn and Accounting Clerk (AC) Hill continued to work with our Auditors for their financial audit of the District.
- Chief Operator DeAlba and Operator Smith worked tirelessly to complete routine tasks, as well as providing support to the contractor's work effort on the two water main breaks that occurred in September.
- GM Johnson participated in the Aromas Tri-County Fire Protection District Open House on October 12.
- GM Johnson is working to implement a training program for staff and researching different strategies.

CONSERVATION UPDATE:

September 2024 water production figures indicated a decrease when compared to August water production: a decrease of 139,195 gallons, or roughly 1.3%.

October 1, 2023, marked the start of a new water year. As of the date of this report (October 16), the rain gauge at Chittenden Pass has recorded 21.08 inches of precipitation for this water year, with no rainfall this month. As a reminder, last year's precipitation total (October 2022 to September 2023) was 38.52 inches.

PROJECTS:

1. **Finding a New Water Source Project**

Staff was given additional direction at the September Closed Session meeting and is moving forward.

2. **Follow-up on the Kang Annexation effort**

The Kang Annexation, approved by the District Board in November 2022, and the PVWMA Board approved the annexation at their April 2023 meeting. The annexation application to San Benito County LAFCo has been turned in. Staff met with the LAFCo Executive Officer at a May 2024 workshop and discussed matters that need to be finalized for the annexation effort to be completed.

The LAFCo Executive Officer responded, indicating that some issues needed to be resolved, and she is involving LAFCo, Counsel, though it should be on the November LAFCo agenda.

3. **School Tanks Abandonment and Replacement**

Staff is in contact with a contractor regarding the School Tanks abandonment project; they are waiting for parts to come in that have taken longer than expected to arrive. Once the parts arrive, the project will commence soon after.

4. **San Benito County Issues Ad-Hoc Committee**

GM Johnson and Director Norton met with San Benito Supervisor Kosmicki regarding specific issues with San Benito County, concluding that increased communication would be needed for a successful relationship between the two entities. GM Johnson has since met with Public Works Director Steve Loupe relating to those issues.

5. **Upcoming changes in utility billing software**

Our current billing software company was bought out by a larger firm over a year ago. A new version and fee schedule has been released. The current version will not be supported as of Q1 2025, so we need to migrate to the newer version; the costs will change from approximately \$2,000 a year to \$6,800 a year. Timing did not allow for new software research, though new billing software research will occur in the next six months to evaluate staying with the current software.

6. **Purchase of a new network copier/printer/scanner**

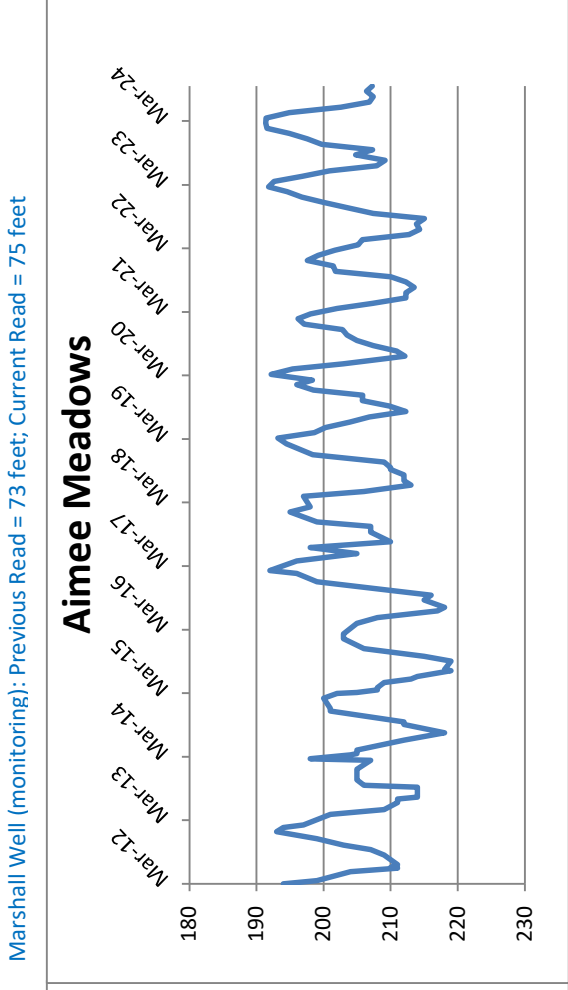
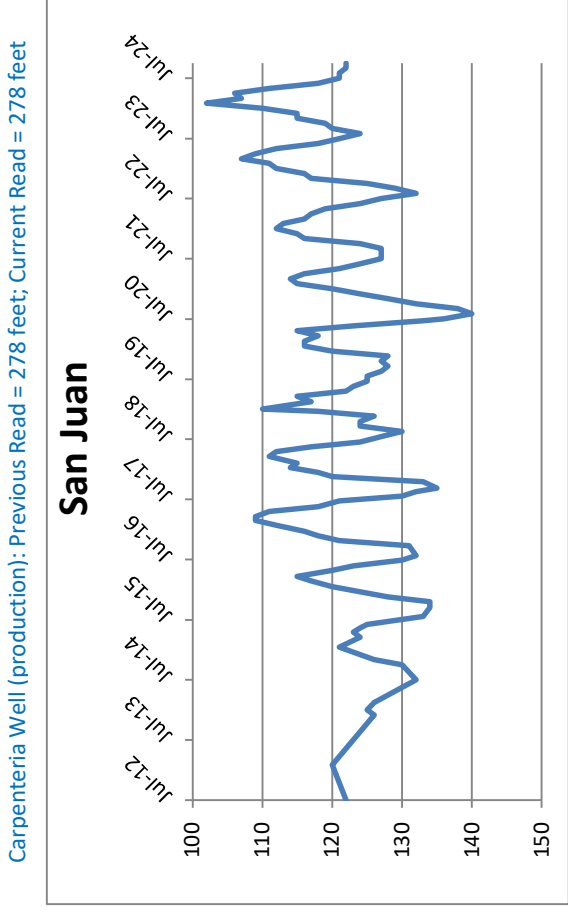
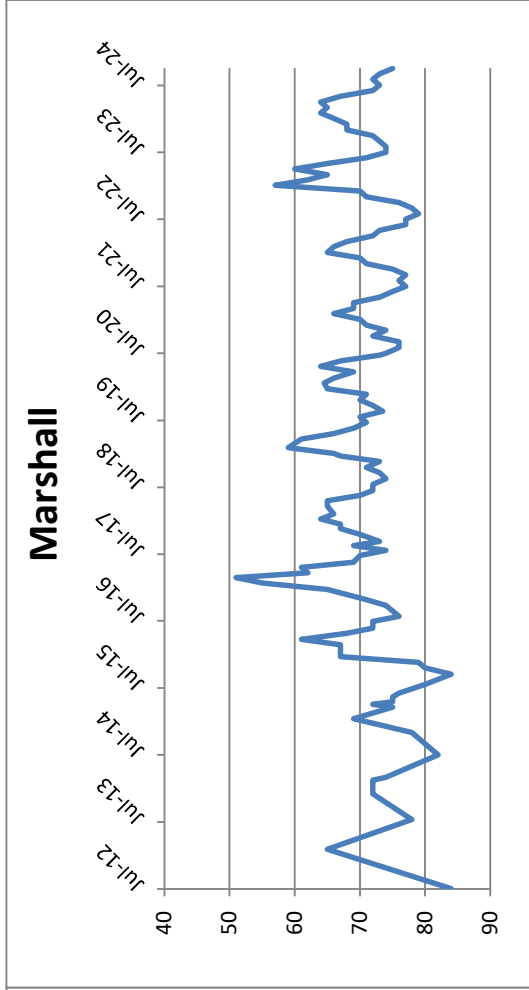
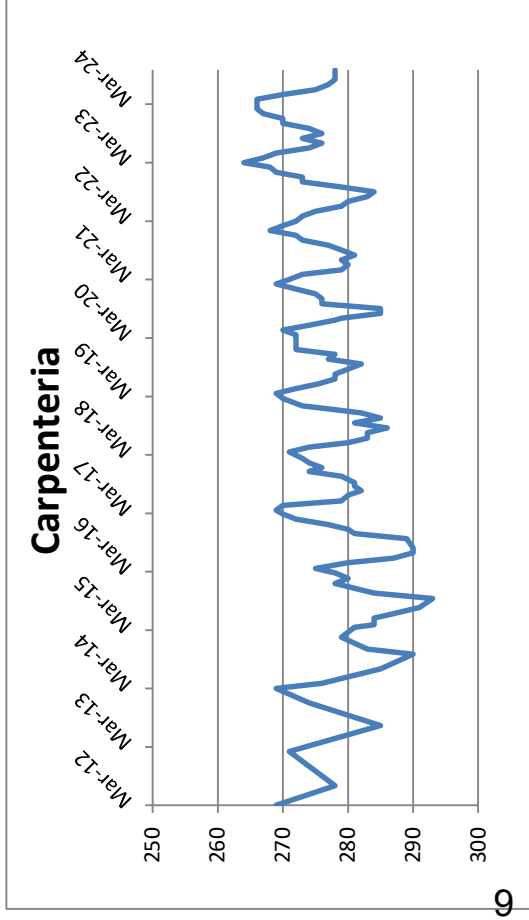
The current network copier/printer/scanner unit has been discontinued by Xerox for some time, and no new parts will be manufactured, and support will be discontinued as of Q4 2024. New copier/printer/scanner options are being evaluated.

This purchase may fit within the Cybersecurity Grant, which has been applied for; results will be distributed once all the grant applications are reviewed and scored.

Robert Johnson
General Manager
October 16, 2024

Well Water Level Monitoring Depth to Water Measurements

Date: October 11, 2024



CORRESPONDENCE LIST: 09/17/2024 – 10/16/2024

DATE	TYPE	TO	FROM	SUBJECT
09/19/24	E	R. Johnson, AWD	H. Holmes, Streamline	Update to Streamline Services - AWD
09/24/24	E	S. Kier, SWRCB DDW	R. Johnson, AWD	Rancho Larios Tank Cleaning
09/24/24	E	R. Johnson, AWD	B. Bosso, AWD Counsel	Agreement
09/27/24	E	State & Local Projects	R. Johnson, AWD	Cybersecurity Grant Application Submission
09/30/24	E	SWRCB DDW	E. Girõn, AWD	TTHM_HAA5 Reporting From 2024
10/01/24	E	AWD	L. Nagata, CalTrans	POS-LOC Notice to Owner - AWD
10/01/24	E	L. Nagata, CalTrans	R. Johnson, AWD	POS-LOC Notice to Owner - AWD
10/01/24	L	R. Johnson, AWD	J. Medinilla, Xerox	Copier service to expire 12/30/24
10/02/24	E	R. Johnson, AWD	SWRCB DDW	Hexavalent Chromium MCL & Initial Monitoring - AWD
10/04/24	E	T. Domingos, West Valley	R. Johnson, AWD	Documents (invoices) for signature
10/04/24	E	L. Overtree, SBALT	R. Johnson, AWD	AWD Easement on Rancho Larios Open Space
10/09/24	E	R. Johnson, AWD	A. Maquiz, SBCo Elections	Mobile Voting in Aromas
10/09/24	E	A. Maquiz, SBCo Elections	R. Johnson, AWD	Mobile Voting in Aromas
10/10/24	E	R. Johnson, AWD	J. Stephenson, LAFCo	Update on status of Kang Annexation
10/11/24	E	J. Stephenson, LAFCo	R. Johnson, AWD	Update on status of Kang Annexation
10/11/24	E	R. Johnson, AWD	S. Loupe, SBCo RMA	San Benito SB-1 – Water Main on Carr Ave
10/15/24	E	S. Loupe, SBCo RMA	R. Johnson, AWD	AWD Outstanding Invoices from Carr Ave Resurfacing Project
10/16/24	E	SWRCB DDW	E. Girõn, AWD	CA3510004-2024-October-TCR
10/16/24	E	SWRCB DDW	E. Girõn, AWD	CA3510004-2024-September-WTP

Staff Report



To: Board of Directors

Re: Item X.A – Consider adopting Resolution #2024-07, Resolution of Necessity, for the purposes of drilling a test well and possible purchase of land for a production well, and providing direction to staff

Date: October 15, 2024

Summary / Discussion

The Aromas Water District (District) has needed to add a new well to provide redundancy, drought reliability, and maintain sustainability for its customers. The District tried drilling a well at the Marshall Operations Yard, yet it yielded no water. Since then (over two years) the District has been working with local landowners to try and secure a new well location. The culmination of that effort is presented within.

The District Board of Directors (BOD) is presented with Resolution #2024-07, Resolution of Necessity, for the purposes of drilling a test well and possible purchase of land for a production well, for review and adoption. This is a critical step in the timeline of being able to drill a test well.

What follows this report is the Resolution, the Land Purchase Agreement, and an Exhibit to the Agreement that describes the area where the test well will be drilled. In anticipation of adoption of the Resolution and approval of the Agreement, the geologist for the project is working with the driller to schedule a time to begin the process; the geologist will also be taking care of any permitting needs.

It seems the District is now at a place where it can start making progress on getting a new well online in the future.

Staff Recommendation

Adopt Resolution #2024-07, approve the test well agreement and provide direction to staff, if any.

Submitted by:

Robert Johnson
General Manager



RESOLUTION 2024-07

A RESOLUTION OF THE AROMAS WATER DISTRICT, FINDING A NECESSITY

WHEREAS, the Aromas Water District (District) is a County Water District formed pursuant to sections 30,000 et. seq. of the California Water Code, and

WHEREAS, the District Board of Directors has determined that the District needs a new well to provide sustainability, redundancy, and resiliency for the well-being of its customers, and

WHEREAS, the District has determined that the property located at 0 Quarry Road, Aromas, California in the County of San Benito appears to be a suitable site for a new well (and accompanying treatment plant and solar field) if a test well verifies the suitability of the site,

NOW THEREFORE, IT IS HEREBY RESOLVED:

1. The District is authorized to take property by eminent domain pursuant to California Water Code Section 31040.
2. The District proposes to take the subject property (described in Exhibit A attached hereto) for a public use, to wit: a test well and potentially a production well, treatment plant and solar power provider.
3. The District Board of Directors has found and determined the following:
 - a. The public interest and necessity require the proposed project.
 - b. The proposed project is planned and located in the manner most compatible with the greatest public good and the least private injury.
 - c. The property described in this resolution is necessary for the proposed project.
4. An offer required by Section 7267.2 of the California Government Code has been made to the owner of record of the property.
5. The District Board authorizes that the District General Manager to enter into a contract of purchase with the property owner of said property if the matter can be resolved without resort to eminent domain.

(continued on next page)

PASSED AND ADOPTED by the Board of Directors of the Aromas Water District, Aromas, Monterey and San Benito Counties, California, at a Regular meeting duly held on this 22nd day of OCTOBER by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVE:

ATTEST:

Vicki Morris, Board President

Robert Johnson, Board Secretary

EXHIBIT A
LEGAL DESCRIPTION OF THE DRISCOLL PARCEL

Parcel A

BEING ALL OF Parcel 2 and 3 as are shown on the certain Parcel Map No. 534-80 recorded April 9, 1980 in Book 5 of Parcel Maps, page 37, San Benito County Records

EXCEPTING THEREFROM a portion of the following described Parcel of land:

BEGINNING AT the most easterly corner of that certain Parcel 4 as is shown on the above said Parcel Map 534-80 at a point in the westerly line of the Southern Pacific Railroad Company property as is shown on the above said Parcel Map No. 534-80; thence along the said westerly line South 25°38'37" West, 14.88 feet; thence South 29°38'22" West, 25.31 feet to a point; thence leaving said westerly line and running parallel to and 40.00 feet southerly of as measured at right angles to the northerly line of said Parcel 4 North 67°01'45" West, 417.77 feet; thence at right angles thereto North 22°58'15" East, 40.00 feet to a point in the said northerly line of Parcel 4; thence continuing North 22°58'15" East, 681.03 feet; thence at right angles thereto South 67°01'45" East, 398.90 feet to a point in the easterly line of the above said Parcel 2, said point being also in the said westerly line of the Southern Pacific Railroad Company property; thence along the said westerly line the following courses: South 17°38'37" West, 123.70 feet; thence South 19°38'37" West, 194.45 feet; thence South 20°53'37" West, 128.31 feet; thence South 22°53'37" West, 126.48 feet; South 25°38'37" West, 109.15 feet to the **POINT OF BEGINNING**

PARCEL B:

AN EASEMENT FOR VEHICULAR TRAFFIC OVER, ON AND ACROSS A STRIP OF LAND 25 FEET IN WIDTH, THE WESTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORtherly LINE OF LOT 8, AS SHOWN ON MAP OF THE JESSE D. CARR SUBDIVISION, RECORDED MAY 28, 1894 IN [VOL.1, PAGE 58](#) OF MAPS, RECORDS OF SAN BENITO COUNTY, CALIFORNIA, PROLONGED WESTERLY TO THE EASTERLY LINE OF THE LANDS OF THE SOUTHERN PACIFIC COMPANY, THENCE, ALONG THE EASTERLY LINE OF THE LAND OF THE SOUTHERN PACIFIC COMPANY.

(1) SOUTHERLY, TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO GRANITE ROCK COMPANY, A CORPORATION, RECORDED MARCH 22, 1946 IN [VOL. 133, PAGE 284](#), OFFICIAL RECORDS.

Test Well and Option to Purchase Agreement

The parties to this Agreement are Driscoll Business Affiliates, LLC, a California limited liability company, hereinafter "Driscoll" and the Aromas Water District, a County Water District organized pursuant to sections 30,000 et. seq. of the California Water Code, hereinafter "Aromas."

RECITALS

A. Driscoll is the owner of real property located in the County of San Benito, State of California commonly known as San Benito County Assessor Parcel No. 011-390-011-000, and more particularly described in Exhibit "A", attached hereto and incorporated herein by reference (the "Driscoll Property").

B. Aromas wishes to purchase the right to drill a temporary test well for domestic water purposes, and to obtain a right of entry in connection therewith, on a portion of the Driscoll Property graphically depicted on Exhibit "B" (the "Test Well Property").

C. Pending the viability of the test well, Aromas wishes to obtain an option to purchase a larger portion of the Driscoll Property for purposes of installing a permanent domestic well, treatment facility, solar farm and related well improvements (the "Well Facilities") as more particularly described in Exhibit C (the "Well Lot").

C. Driscoll is willing to: (i) sell an option to drill a test well on the Test Well Property; (ii) grant Aromas with a right of entry over and across the Test Well Property in connection with the installation of the test well; and (iii) provide Aromas with an option to purchase the Well Lot for purposes of installing and constructing the Well Facilities.

NOW THEREFORE, IT IS HEREBY AGREED:

1. **Test Well.** Driscoll agrees to sell to Aromas the right to utilize a portion of the Driscoll Property, consisting of an area that is 100' x 100' in dimension and graphically depicted in Exhibit "B" (hereinafter referred to as the Test Well Property") for the purpose of installing a temporary test well on the following terms and conditions:

a. Said temporary test well and accompanying drilling equipment will be contained within the area described in Exhibit "B".

b. Concurrently with the execution of this agreement, Aromas will pay Driscoll the non-refundable sum of One Thousand Dollars (\$1,000) for the right to drill the temporary well test hole (the "Test Well Compensation").

c. Commencing upon execution of this Agreement and payment of the Test Well Compensation by Aromas, Driscoll shall grant a right of entry to Aromas and its employees, agents and contractors, to enter on the Test Well Property for purposes of installing the test well. Aromas shall bear all costs associated with the installation of the test well and shall be responsible for obtaining any and all permits or governmental approvals required in connection therewith. The term of said right of entry shall expire upon the earlier of: (i) fifteen (15) days after the installation of the test well is complete; or (ii) nine (9) months from the effective date of this Agreement. For avoidance of doubt, the effective date of this

Agreement shall be deemed to be the date upon which the later of parties have executed this agreement.

d. . In connection with the right of entry Aromas shall and does hereby indemnify and shall defend Driscoll from and against, and holds Driscoll and the Driscoll Property harmless from and against, any and all costs, expenses (including, without limitation, reasonable attorneys' fees), damages, claims, liabilities, liens, encumbrances and charges arising from any entry onto or testing of the Property by Aromas or Aromas' employees, agents or contractors (collectively, the "Claims"), except for Claims arising or resulting from (i) the discovery of existing conditions on the Driscoll Property, or (ii) the negligence of Driscoll or its agents, employees or contractors. Prior to any such entry on the Driscoll Property by Aromas or Aromas' representatives, Aromas shall (a) furnish Driscoll with a certificate (in a form reasonably acceptable to Driscoll) of general liability insurance coverage in the amount of no less than \$1,000,000 per occurrence/\$2,000,000 in the aggregate, naming Driscoll as an additional insured. Aromas shall (i) not unreasonably disrupt the ongoing activities on or use of the Driscoll Property, if any, by Aromas in installing the test well or conducting any investigations, tests and/or activities in connection therewith; (ii) conduct all test well installation and pump tests in a diligent, expeditious and safe manner and not allow any dangerous conditions to occur on the Driscoll Property in connection with such testing, and (iii) comply with all Laws concerning the Driscoll Property and/or Aromas' activities thereon. The limits of insurance required of Driscoll by this Agreement shall not limit the liability of Aromas nor relieve Aromas of any obligation under this Agreement.

e. If Aromas does not, in its sole discretion, elect to exercise its option to purchase the Well Lot after drilling the test well, upon the expiration of the term of the right of entry set forth above, Aromas shall promptly restore the property to its pre-drilling agricultural condition

f. If Aromas does not proceed to drill a domestic well, Driscoll shall retain the One Thousand Dollars (\$1,000) cash as compensation for the drilling of the test well on the Test Well Property. If Aromas does elect to exercise its option to purchase the Well Lot and proceed to drill and/or install the Well Facilities thereon, the amount of the Test Well Compensation will be credited against the purchase price, in accordance with Section 2 below.

2. **Domestic Well.** If after drilling the test well, Aromas elects to exercise its option to purchase the Well Lot for purposes of constructing and installing the Well Facilities, Aromas shall pay to Driscoll a sum equal, pro rata, based on a value of Sixty-Two Thousand Dollars (\$62,000) cash per acre for the square footage actually conveyed and receive a credit against said purchase price for the One Thousand Dollars (\$1,000) Test Well Compensation payment described above. In such an event, Aromas shall notify Driscoll of its election to purchase Well Lot, with such notification to be provided prior to the expiration of Aromas' right of entry pursuant to Section 1(c), above, and the parties hereby agree to enter into a definitive purchase and sale agreement for the conveyance of the Well Lot in accordance with the general terms set forth herein. In addition to the purchase price reflected in this Section 2, the purchase agreement shall include a legal description and plat map describing the exact dimensions of the Well Lot and shall address the following material terms:

- a. LAFCO Approval of Aromas Service Area Extension. Aromas shall diligently pursue, in good faith, approval by the Local Area Formation Commission (“LAFCO”), and any other applicable government authority, for an extension of Aromas’ service area to include additional domestic water connections on the adjacent property owned by Driscoll. The parties acknowledge that any such service extension will likely require an out-of-agency service extension from LAFCO pursuant to California Government Code §56133 (the “Water Service Extension”). Driscoll expressly acknowledges that the Water Service Extension is a discretionary act subject to LAFCO approval.
 - b. Certificate of Compliance. The parties acknowledge that creation of the Well Lot may require the issuance of a Certificate of Compliance, including a legal description and plat map describing the Well Lot, from the applicable governmental authority in compliance with the California Subdivision Map Act. Aromas expressly acknowledges that the issuance of Certificate of Compliance (recognizing the Well Lot as a valid legal parcel) is a discretionary act subject to approval from the applicable government authority. The parties agree to execute any documents and/or applications necessary in connection with the issuance of a Certificate of Compliance for the Well Lot. Aromas shall bear all costs associated with the preparation of a legal description, plat map and/or any other application materials required in connection with the Certificate of Compliance.
3. **Title Costs.** Aromas will absorb all title and escrow costs associated with the provisions of this document including survey(s) needed to describe the parcels described above.
4. **Title Company.** The parties agree to utilize the following title company to carry out the escrow and title insurance to facilitate these transactions: Chicago Title Company, 50 Winham Street, Salinas, CA 93901, Denise Johnson, Escrow Agent, Tel: (831) 796-3424 johnsonden@CTT.com.
5. **Advice.** Each party has consulted their own counsel in the negotiations and this document and are relying on those consultations in executing this agreement.
6. **Permits.** Aromas is exempt from building and zoning requirements for water production facilities pursuant to California Government Code § 53091, but to the extent required, Aromas will obtain any necessary permits and approvals. Aromas shall bear all costs associated with any permits and approvals, to the extent required by the applicable government authorities.
7. **Temporary Access.** To the extent necessary the parties will cooperate in providing Aromas and its contractors temporary access for its right of entry in connection with installation and/or construction of the test well, and if it follows, for the Well Facilities, along with all necessary components of those items.
8. **Eminent Domain.** Aromas has the power of eminent domain under the provisions of California Code of Civil Procedure and has passed a Resolution of Necessity to acquire the property described above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below and such date shall be deemed the effective date of this Agreement.

SELLER:

BUYER:

DRISCOLL BUSINESS AFFILIATES, LLC,
a California limited liability company

AROMAS WATER DISTRICT,
a California County Water District

By: _____
Its: _____

By: _____
Its: _____

Dated: _____

Dated: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE DRISCOLL PARCEL

Parcel A

BEING ALL OF Parcel 2 and 3 as are shown on the certain Parcel Map No. 534-80 recorded April 9, 1980 in Book 5 of Parcel Maps, page 37, San Benito County Records

EXCEPTING THEREFROM a portion of the following described Parcel of land:

BEGINNING AT the most easterly corner of that certain Parcel 4 as is shown on the above said Parcel Map 534-80 at a point in the westerly line of the Southern Pacific Railroad Company property as is shown on the above said Parcel Map No. 534-80; thence along the said westerly line South 25°38'37" West, 14.88 feet; thence South 29°38'22" West, 25.31 feet to a point; thence leaving said westerly line and running parallel to and 40.00 feet southerly of as measured at right angles to the northerly line of said Parcel 4 North 67°01'45" West, 417.77 feet; thence at right angles thereto North 22°58'15" East, 40.00 feet to a point in the said northerly line of Parcel 4; thence continuing North 22°58'15" East, 681.03 feet; thence at right angles thereto South 67°01'45" East, 398.90 feet to a point in the easterly line of the above said Parcel 2, said point being also in the said westerly line of the Southern Pacific Railroad Company property; thence along the said westerly line the following courses: South 17°38'37" West, 123.70 feet; thence South 19°38'37" West, 194.45 feet; thence South 20°53'37" West, 128.31 feet; thence South 22°53'37" West, 126.48 feet; South 25°38'37" West, 109.15 feet to the **POINT OF BEGINNING**.

PARCEL B:

AN EASEMENT FOR VEHICULAR TRAFFIC OVER, ON AND ACROSS A STRIP OF LAND 25 FEET IN WIDTH, THE WESTERLY LINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF LOT 8, AS SHOWN ON MAP OF THE JESSE D. CARR SUBDIVISION, RECORDED MAY 28, 1894 IN [VOL.1, PAGE 58](#) OF MAPS, RECORDS OF SAN BENITO COUNTY, CALIFORNIA, PROLONGED WESTERLY TO THE EASTERLY LINE OF THE LANDS OF THE SOUTHERN PACIFIC COMPANY, THENCE, ALONG THE EASTERLY LINE OF THE LAND OF THE SOUTHERN PACIFIC COMPANY.

(1) SOUTHERLY, TO THE SOUTHERLY LINE OF THE LAND DESCRIBED IN THE DEED TO GRANITE ROCK COMPANY, A CORPORATION, RECORDED MARCH 22, 1946 IN [VOL. 133, PAGE 284](#), OFFICIAL RECORDS.

Staff Report



To: Board of Directors

Re: Item X.B – Consider approving an agreement with Heidi Quinn of Noland, Hamerly, Etienne & Hoss in the amount of \$21,600.00 (\$1,800.00 per month), and providing direction to staff

Date: October 15, 2024

Summary / Discussion

The Aromas Water District (District) counsel, Robert Bosso, is retiring December 1, 2024. The District needs to retain new counsel to perform a number of tasks and functions to keep the District working at its best. These functions include, but are limited to; Legal Compliance, Contractual Assistance, Dispute Resolution, Policy Development, Risk Management, Representation, Governance Support, and Training (Education).

We are in a time period when a wave of professionals are starting to retire, it has been called, “The Silver Tsunami” for water district leaders, and the trend seems apparent in the legal profession also. Ms. Quinn represents other local water districts, Castroville Community Services District (CSD) and Pajaro Sunny Mesa CSD to name a few, due to retirements or other factors. She has a breadth of experience that would be beneficial to the District. She works for a very reputable law firm, Noland, Hamerly, Etienne & Hoss, located in Salinas.

Staff and Ms. Quinn have negotiated an agreement where the District receives a discounted rate for her services. Her Employment Agreement follows this Board Report in the packet.

Staff Recommendation

Approve the Employment Agreement with Heidi Quinn, and provide direction to staff, if any.

Submitted by:

Robert Johnson
General Manager

NOLAND, HAMERLY, ETIENNE & HOSS
Attorney Engagement Agreement

THIS ATTORNEY ENGAGEMENT AGREEMENT (“**Agreement**”) is entered into between AROMAS WATER DISTRICT (“**Client**”) and NOLAND, HAMERLY, ETIENNE & HOSS, A Professional Corporation (“**NHEH**”). This Agreement is required by Business and Professions Code section 6148 and is intended to fulfill the requirements of that section. This Agreement sets forth the terms of NHEH’s professional services in the matter described below. When signed, this Agreement will constitute a binding contract and should be carefully reviewed.

1. Conditions. NHEH’s obligation to provide legal services begins only upon each of the following occurring: (i) NHEH’s receipt of a Client-signed copy of this Agreement; and (ii) NHEH’s acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client.

2. Scope of Engagement. Client engages NHEH to provide legal services in connection with general representation (“**Matter**”). This Agreement will also govern any future matters for which NHEH undertakes to represent Client unless the parties agree in writing to a different arrangement. For such future matters, NHEH will endeavor to confirm in a separate agreement with Client, or in an addendum to this Agreement, the scope of NHEH’s representation in such matters at the time they arise. NHEH will provide legal services as reasonably required to represent Client, will take reasonable steps to keep Client informed of material developments and will respond promptly to Client’s inquiries. Client shall cooperate with NHEH and keep NHEH informed of all material facts and developments which may come to Client’s attention; carefully review and provide necessary feedback on all documents NHEH prepares on Client’s behalf; timely pay all statements for services rendered; keep NHEH advised of Client’s current address, telephone and fax numbers, e-mail address and whereabouts; and otherwise abide by the terms of this Agreement.

3. Tax Advice. NHEH has not been retained to provide Client with any tax advice concerning any of the services described in section 2 of this Agreement. Documents prepared by NHEH and business advice may have specific tax ramifications. To ensure Client understands all the potential tax consequences of any documents or advice, Client should consult with Client’s tax advisors regarding these matters.

4. Corporate Transparency Act. NHEH has not been retained to provide Client with any advice regarding the Corporate Transparency Act (31 U.S.C. §5336 and its implementing regulations) or to make any required reporting thereunder on behalf of Client.

5. No Guaranty of Results. NHEH will represent Client within the bounds of ethics and the law. Nothing in this Agreement or in NHEH’s statements to Client is to be construed as a promise or guarantee about the outcome of the Matter. NHEH makes no such promises or guarantees. NHEH’s comments about the outcome of the Matter are expressions of opinion only, are neither promises nor guarantees, and are not to be construed as promises or guarantees.

6. No Duty to Advise of Changes in Law. On occasion, NHEH may voluntarily inform Client of developments in the law that may be of interest to Client. However, because laws change

frequently and NHEH represents many clients with a wide variety of interests, NHEH cannot provide updates on changes in the law absent a specific request from Client for such updates. NHEH therefore does not undertake to keep Client advised on changes in the law. If at any time Client wants NHEH to provide Client with information regarding changes in the law, Client agrees to make a specific written request for that information.

7. Retainer. NHEH will not initially require a retainer (“**Retainer**”) in this case. NHEH may later determine that a Retainer is appropriate, and may request Client deposit a Retainer. A Retainer deposited by Client and any estimate of fees given by NHEH are not a representation by NHEH of a flat fee for NHEH’s services and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the Retainer or estimate. Actual fees may vary significantly from estimates given. If a Retainer is requested, it will be deposited in a trust account and will not be credited against Client’s monthly statement but will be held in reserve and applied in accordance with this Agreement. If the Retainer is depleted, Client shall deposit additional funds at NHEH’s request.

If the Matter is set for trial, arbitration or other dispositive hearing, Client will be required to deposit an additional retainer (“**Trial Retainer**”) within fifteen (15) days of NHEH’s request for such deposit, but in no event later than seventy-five (75) days before the commencement of trial, arbitration or other dispositive hearing. Prior to requesting a Trial Retainer, NHEH will provide Client a budget. Failure to deposit the Trial Retainer or to replenish any Retainer previously reduced or depleted, within fifteen (15) days after NHEH requests the replenishment of any Retainer constitutes Client’s consent that NHEH withdraw as counsel for Client, and Client agrees promptly to sign a substitution of counsel relieving NHEH as counsel of record.

Client agrees that NHEH’s right to use the Retainer or Trial Retainer held in a trust account becomes fixed thirty (30) days after the date a bill is sent to Client. Client authorizes NHEH to withdraw the funds from a trust account which holds the Client’s Retainer to pay NHEH’s fees and costs. If NHEH receives a written objection from Client within sixty (60) days of date the bill is sent to Client, NHEH’s right to withdraw the amount that is identified in the objection will be deemed to be disputed, and NHEH will not withdraw the disputed fees and/or costs from the trust account until the dispute is resolved. If NHEH receives an objection from Client more than sixty (60) days after the date the bill is sent to Client and after funds have been withdrawn from the trust account, NHEH shall not be required to redeposit the disputed fees and/or costs into the trust account during the pendency of the dispute.

Upon conclusion of NHEH’s representation of Client, NHEH will apply the Retainer to any outstanding statements and promptly refund the remaining unused Retainer, if any. Client authorizes NHEH to withdraw amounts from the trust account in which the Retainer has been deposited in accordance with this Agreement.

8. Interest on Deposits. By law, interest earned on commingled trust accounts is paid to a fund of the State Bar of California, unless NHEH establishes a separate trust account to accrue interest for the benefit of Client and the payment of NHEH’s billings.

9. NHEH’s Fees. NHEH’s legal fees will be generally based upon the number of hours devoted to NHEH’s representation of Client at the agreed hourly rate(s). Hourly rates of attorneys in the firm range from \$275.00 to \$650.00 per hour, depending on which attorney works on the

Matter and on the services rendered. Law clerk time is billed between \$150.00 and \$225.00 per hour. Paralegal time is billed between \$185.00 and \$235.00 per hour. Staff time is billed between \$80.00 and \$125.00 per hour. Time is recorded in increments of one-tenth of an hour and billed accordingly.

Client has retained us on a flat fee basis. Client agrees to pay a flat fee of \$1,800.00 per month for Attorney's services under this Agreement, which includes all non-litigation matters, legal support services including telephone conferences, e-mails, letters, meetings and project-related legal transactions (e.g., contracts, easements, etc). This fee is fixed and constitutes complete payment for the performance of services under this Agreement and contemplates up to five (5) hours of effort. Client acknowledges that this fee is negotiated and is not set by law.

The discounted hourly rate of Heidi Quinn for Matters set for services in excess of five (5) hours per month, or for all other services, including trial, arbitration or other dispositive hearings is \$420.00 per hour. Other attorneys and staff of NHEH may assist in providing legal services to Client. Time spent on this engagement may include conferences between attorneys and staff of NHEH. NHEH may change its hourly rates, costs, or other terms of this Agreement from time to time. Client's acceptance of services after notice of changes in fees, costs and/or terms (including a change in billing shown in NHEH's periodic statements) shall be conclusive proof of the Client's approval of the changes. If Client objects to the change of terms, please immediately notify NHEH.

NHEH personnel may confer among themselves about the Matter. When they do confer, each person will charge for the time expended. Likewise, if more than one of NHEH's attorneys or paralegals attends a meeting, court hearing or other proceeding, each may charge for the time spent. NHEH's attorneys will charge for waiting time in court and elsewhere and for travel time, both local and out of town. Client acknowledges that NHEH has made no promises about the total amount of attorneys' fees to be incurred by Client under this Agreement.

10. Costs and Expenses. In addition to attorneys' fees, NHEH may incur various costs and expenses in performing legal services under this Agreement such as notary fees, investigation expenses, translator/interpreter fees, computer legal research, filing fees, courier deliveries, e-filing charges, mileage, and other out-of-pocket expenditures NHEH may incur on Client's behalf. NHEH will bill Client for actual costs and expenses advanced on Client's behalf; Client also agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by NHEH's personnel on behalf of Client.

11. Experts, Consultants and Investigators. With prior Client consent, NHEH may engage expert witnesses, consultants, investigators or others to provide professional services for Client. Client agrees to pay the fees, and any costs charged by any such witness, consultant, investigator or others engaged by NHEH.

12. Responsibility for Payment. Client is responsible for the timely and full payment of all statements for services rendered by NHEH to Client. If Client recovers legal fees or costs from a third party when prevailing in litigation or under an indemnity agreement, such recovery of legal fees and costs will generally be for the benefit of Client; provided, however, if Client is delinquent in paying NHEH for its billed fees and costs, Client agrees that said legal fees and costs received from third-parties may, at NHEH's discretion, be paid to NHEH by such third party.

NHEH will send Client periodic statements showing the fees, costs and expenses incurred, any amounts withdrawn from the Trust account in which the Retainer is deposited and any current balance owed. The statement will identify the fees, costs and expenses incurred. If no attorneys' fees, costs or expenses are incurred for a particular month, or if they are minimal, the statement may be held and combined with that for the following month. Client may request a statement at intervals of thirty (30) days or greater. NHEH will provide the statement within ten (10) days after Client's request.

Client shall promptly review all statements rendered by NHEH and promptly communicate to NHEH any objections, questions, or concerns about their contents. Client shall pay NHEH in full for any balance owed within fifteen (15) days after the statement is mailed. If the balance is not timely paid, fees and costs will be deemed delinquent for purposes of this Agreement. A finance charge, currently calculated at 12% per annum, will be added to any portion of the balance for which payment is not made within thirty (30) days. Upon written notice to Client, this finance charge may vary from time to time. The failure to pay NHEH's statement within thirty (30) days will constitute good cause under this Agreement for NHEH to withdraw from representation of Client. Except for the Retainer or any advance payment for costs, Client may pay its bill by MasterCard, VISA, or Discover Card by calling NHEH's Accounting Department.

13. Communication and File Retention. NHEH takes seriously its duties to protect all of Client's confidential information and will take reasonable steps to protect Client's confidential information in the Matter. NHEH may communicate with Client about the Matter by telephone, letter, fax, e-mail, and/or other medium. Because digital communication continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client consents to NHEH using digital communication mediums to communicate with Client and Client's representatives and agents. If Client does not want NHEH to use any particular means of communication (such as fax or e-mail), Client must advise NHEH in writing; upon receipt of such notice, NHEH will follow Client's instructions. Client authorizes NHEH to store Client's case information electronically on NHEH's computer systems. At the conclusion of NHEH's representation of Client, NHEH will close Client's file and retain it for a period of five years, unless Client provides written instructions as to its disposition in less than five years. After five years, Client's file may be permanently destroyed. If Client wants documents from Client's file at the time the Matter is concluded, Client must advise NHEH in writing and NHEH will return such documents to Client. In the event Client requests that NHEH transfer possession of Client's file to Client or a third party, NHEH is authorized to retain copies of Client's file for NHEH's use at Client's expense. Client's file includes client materials and property as defined in California Rules of Professional Conduct ("CRPC") Rule 1.16(e)(1).

14. Attorneys' Fee Award. Attorneys' fees and/or costs that are awarded to Client as part of a judgment or arbitrator's award are owned by Client. As consideration for entering this Agreement, Client hereby irrevocably assigns to NHEH any fees or costs that Client is awarded in connection with the subject matter of this representation. Accordingly, all attorneys' fees awarded to Client shall belong exclusively to NHEH. However, if Client has paid NHEH all fees, costs and expenses billed to Client by NHEH, then NHEH shall promptly pay over to Client any fees or costs paid by a third party.

Notwithstanding anything else in this Agreement, Client is responsible for payment of NHEH's fees and promises to pay NHEH all of the fees and costs NHEH actually incurs, even if

an award of attorneys' fees is less than all of the fees NHEH has incurred in the Matter.

15. Attorneys' Lien. NHEH shall have a lien for unpaid attorneys' fees and costs on all claims and causes of action which are the subject of NHEH's representation of Client under this Agreement and in all proceeds of any recovery obtained (whether by settlement, arbitration, award, court judgment or other order). The lien in favor of NHEH may become detrimental to Client, in that NHEH would have the right and power to delay payment to Client of any recovery or settlement proceeds until any disputes over the lien are resolved. The delay could be caused by a court order, by NHEH's declination to endorse a settlement check, or NHEH's withholding any disputed amount of fees from Client when placed in NHEH's Client trust account. NHEH is obligated under CRPC Rule 1.8.1 to disclose this reasonably foreseeable detriment to Client; to provide Client an opportunity to obtain independent legal advice concerning the imposition of an attorneys' lien under this Agreement; and to obtain Client's written consent to the imposition of an attorneys' lien. **Client is entitled to seek the advice of independent counsel of Client's choice regarding this lien provision and its consequences, and any other provision in this Agreement prior to signing it. By signing this Agreement, Client acknowledges that it has been advised of the terms of this lien agreement and agrees that the terms are fair and reasonable to Client.** Client's signature on this Agreement will constitute Client's informed written consent to the imposition of an attorneys' lien on any settlement proceeds or recovery, which is the subject of NHEH's representation of Client under this Agreement.

16. Termination. Client has the absolute right to terminate this Agreement and the attorney-client relationship between Client and NHEH at any time without cause. NHEH also reserves the right to terminate the attorney-client relationship at any time, with or without cause, as provided in CRPC Rule 1.16 and applicable law. Once a decision to terminate the Agreement and the attorney-client relationship has been made, NHEH will continue to do sufficient work on the Matter to provide for an orderly transition to new counsel. NHEH will charge for all services provided before the termination, and for the cost of making duplicate files, briefing new counsel, and transferring files to other counsel. Notwithstanding the termination of this Agreement and the attorney-client relationship, Client will remain obligated to pay NHEH at the agreed rates for all services provided and to reimburse NHEH for all costs advanced.

17. Conflicts. Client has given NHEH the identities of the persons Client knows are involved in the Matter for which Client seeks advice. Based on this information, NHEH would have no conflicts of interest.

18. Duty of Confidentiality. NHEH is professionally obligated under Business and Professions Code section 6068(e), CRPC 1.6, CRPC 1.8.2 and CRPC 1.9(c) to maintain in confidence any confidential client information acquired in representing Client in this and in all other matters. NHEH will not disclose any confidential communication between NHEH and Client or use any of Client's confidential information to Client's disadvantage.

19. Arbitration. The parties acknowledge that in any dispute over attorneys' fees, costs or both subject to the jurisdiction of the State of California over attorney's fees, charges, costs or expenses, Client has the right to elect arbitration pursuant to procedures as set forth in Business and Professions Code sections 6200-6206 ("**Mandatory Fee Arbitration Act**"). Arbitration pursuant to the Mandatory Fee Arbitration Act is non-binding unless the parties agree in writing, after the dispute has arisen, to be bound by the arbitration award.

If, after receiving a Notice of Client's Right to Fee Arbitration, Client does not elect to proceed under the Mandatory Fee Arbitration Act procedures by failing to file a request for fee arbitration within thirty (30) days, any dispute over fees, charges, costs or expenses, will be resolved in the following order:

- By binding arbitration conducted by the Monterey County Bar Association.
- If that Association is unable or unwilling to conduct such arbitration, then by binding arbitration by the State Bar of California.
- If the State Bar is unable or unwilling to conduct such arbitration, then by binding arbitration by a single arbitrator selected by the parties.
- If the parties are unable to agree on an arbitrator, the arbitration will be conducted by an arbitrator appointed by the Monterey County Superior Court pursuant to the provisions of the Code of Civil Procedure.

The parties agree that any other dispute under this Agreement or in connection with the provision of NHEH's legal services, including, without limitation, the construction, application or performance of any services under this Agreement, and any claim arising out of or relating to this Agreement or its breach, including, without limitation, professional negligence, or breach of fiduciary duty, shall be resolved by binding arbitration, using a single arbitrator, who is an attorney (active or retired) or a retired judge or justice of a California court of law, in accordance with the rules of the California Judicial Arbitration Act (California Code of Civil Procedure sections 1280 et seq.). Each party shall bear its own costs, expenses, attorneys' fees and an equal share of the administrative fees and arbitrator's fees.

By signing this Agreement in the space provided below, Client and NHEH confirm that they have read and understand this section [1920](#), and voluntarily agree to binding arbitration. In doing so, Client and NHEH voluntarily give up important constitutional rights to trial by judge or jury, as well as rights to appeal. Client may consult with an independent lawyer of Client's choice to review these arbitration provisions, and this entire agreement, prior to signing this Agreement.

General information regarding arbitration of disputes can be obtained from the Monterey County Bar Association. Before signing this Agreement and agreeing to binding arbitration, Client is advised to seek independent advice and counsel.

20. Approval for Settlement. NHEH will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

21. Severability. In the event any portion of this Agreement is determined to be invalid or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

22. Entire Agreement; Binding Effect. This Agreement contains the entire agreement of the parties with regard to the Matter. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties with regard to the Matter. This

Agreement will bind and benefit NHEH, Client, and their respective successors and assigns, and may be changed only by a writing signed by NHEH and Client.

23. Authority. Any individuals signing this Agreement on behalf of Client represent, covenant, and warrant that they have the full and absolute authority and ability to bind Client and that no other parties must execute this Agreement to make it effective as to Client. Each Client that is a corporation, limited liability company, limited partnership, partnership, association or similar type entity, represents and warrants to NHEH that it is in good standing in its state of incorporation or organization, and that it is qualified to conduct business in the State of California.

24. Time of the Essence. Time is of the essence of this Agreement and failure to comply strictly with this provision and the time periods specified herein (unless waived or extended by written agreement) shall be a material breach of this Agreement.

25. Effective Date. This Contract will take effect when it is signed by NHEH and Client, but its effective date will be retroactive to the date NHEH first provided services to Client.

[Signatures Follow On Next Page]

26. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The signature page of each counterpart may be detached from such counterpart and attached to a single document which shall for all purposes be treated as an original. To facilitate execution and delivery of this Agreement, the parties may execute and exchange by facsimile or electronic image (*i.e.*, as a “.pdf” file) counterparts of the signature pages and/or sign by electronic means (*i.e.*, with DocuSign).

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE NHEH FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT.

NHEH
NOLAND, HAMERLY, ETIENNE & HOSS
A Professional Corporation

CLIENT
AROMAS WATER DISTRICT

By _____
Heidi Quinn, Shareholder

By _____
Robert Johnson, CSDM, General Manager

Dated: _____

Dated: _____

Staff Report



To: Board of Directors

Re: Item X.C – Consider reviewing the current General Manager Performance Evaluation Process, and providing direction to staff

Date: October 16, 2024

Summary / Discussion

The Aromas Water District (District) Board of Directors (BOD) annually evaluates the District's General Manager (GM) performance. This is a good practice to make sure the BOD and the GM are working together towards a common goal that benefits not only the District staff, but most importantly, the customers.

Factors the GM could be evaluated on include, but are not limited to: operational efficiency, budget management, regulatory compliance, customer satisfaction, emergency response, employee management, innovation/improvement, and community engagement. The current evaluation form, attached to this report, is comprehensive in nature, while at the same time combining staff and Board's rating of the GM for review and discussion in a closed session setting.

At the September Board meeting, it was requested to bring the GM Performance Evaluation form to the Board for discussion, and possibly the initiation of the annual evaluation process. This action item is in response to that request.

Staff Recommendation

Review and discuss the current General Manager Performance Evaluation process and provide direction to staff, if any.

Submitted by:

Robert Johnson
General Manager



GENERAL MANAGER PERFORMANCE EVALUATION

GENERAL MANAGER NAME: Robert Johnson

DATE: October 24, 2023

EVALUATION PERIOD: March 2022 through September 2023

Instructions for the Preparation of the Annual General Manager Performance Evaluation

1. The blank evaluation form is distributed to the Board of Directors & Staff.
2. Each Director & Staff completes the evaluation and returns to the District Secretary within the specified deadline.
3. The Management Analyst will consolidate and summarize the evaluations; one each for the Board and staff.
4. At the end of the designated Board meeting, the General Manager will be excused while the Board assesses each evaluation category in a closed session. Additional questions and comments by the Directors will be invited.
5. The General Manager will return to the meeting, and the President will deliver the proposed evaluation, inviting the General Manager to provide comments. Any changes to the evaluation will be agreed upon and the review will be finalized. The Board may also use the opportunity to communicate to the General Manager an overall performance evaluation and issues of importance. *
6. Goals and objectives for the coming year, outside of the Strategic Plan, can be developed at this time for both the General Manager and the District.
7. Return to open session. Counsel or the Board President will report on closed session.

*The final format will be written and available for signature by the General Manager and the Board President.



GENERAL MANAGER PERFORMANCE EVALUATION

1. Communication

Place one checkmark per row under the heading that matches your evaluation of the following statements:

	Excellent	Good	Average	Needs Improvement
Communicates clearly and articulately with the Board of Directors				
Communicates clearly and articulately with staff				
Communicates clearly and articulately with the public				

Comments:

- 1.
- 2.
- 3.

2. Leadership

Place one checkmark per row under the heading that matches your evaluation of the following statements:

	Excellent	Good	Average	Needs Improvement
Promotes positive personal, professional and organizational image				
Uses good judgment, reads a situation accurately and acts appropriately				
Promotes and maintains an effective and competent management team				

Comments:

- 1.
- 2.
- 3.



GENERAL MANAGER PERFORMANCE EVALUATION

3. Management

Place one checkmark per row under the heading that matches your evaluation of the following statements:

	Excellent	Good	Average	Needs Improvement
Promotes efficient use of staff time and resources to minimize costs				
Effectively manages emergencies				
Promotes effective staff training, development and evaluation				
Effectively and efficiently administers district budget				
Works well with district contractors and consultants				
Interacts well with Board of Directors and board committees				

Comments:

- 1.
- 2.
- 3.

4. Customer Service

Place one checkmark per row under the heading that matches your evaluation of the following statements:

	Excellent	Good	Average	Needs Improvement
Responds in a timely manner to requests and complaints				
Serves customers with impartiality and fairness at all times				
Holds AWD to high standards regarding customer service				

Comments:

- 1.
- 2.
- 3.



GENERAL MANAGER PERFORMANCE EVALUATION

5. Professional Competence

Place one checkmark per row under the heading that matches your evaluation of the following statements:

	Excellent	Good	Average	Needs Improvement
Has solid understanding of the water industry				
Interacts professionally with regional water and governmental agencies				

Comments:

-
-
-

6. Additional Comments

-
-
-
-

7. General Manager Comments

-
-
-

8. Board Comments

-
-
-

<p>This document was reviewed by the GM.</p> <hr/> <p style="text-align: center;">GM's signature and date</p>	<p>The GM and Board have discussed this Evaluation.</p> <hr/> <p style="text-align: center;">Board President signature and date</p>
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Aromas Water District
Balance Sheet Prev Year Comparison

As of September 30, 2024

	Sep 30, 24	Sep 30, 23
ASSETS		
Current Assets		
Checking/Savings		
US Bank Checking 1715	114,845.37	219,159.31
US BANK Money Market 1842	252,823.37	477,389.10
LAIF-State of Ca xx-05	7,002,450.44	6,730,625.76
Petty Cash	100.00	100.00
Assessment District Banks		
OAWA US Bank 102 Reserve	36,495.95	35,687.34
OAWA US Bank 101 Redemption	49,511.36	4,331.63
OAWA US Bank Checking 0664	17,351.15	18,331.79
Oakridge US BANK Checking 0701	348,570.79	343,328.09
Total Assessment District Banks	451,929.25	401,678.85
Total Checking/Savings	7,822,148.43	7,828,953.02
Accounts Receivable		
1200 · Accounts Rec - Spec Proj/Taxes	68,572.64	24,296.34
Total Accounts Receivable	68,572.64	24,296.34
Other Current Assets		
1292 · Accounts Rec - USDA Loan	1,918,637.58	1,944,486.01
1291 · Accounts Rec - Orchard Acres	221,587.25	281,922.45
Prepaid Insurance	17,361.13	14,867.52
128 · Inventory	79,478.29	83,410.55
1200.1 · Accounts Receivable--UBMax	189,215.47	161,721.01
1201.9 · Less Allowance for doubtful ...	-500.00	-500.00
Total Other Current Assets	2,425,779.72	2,485,907.54
Total Current Assets	10,316,500.79	10,339,156.90
Fixed Assets		
1900 · Water System	12,411,273.80	12,375,829.32
1910 · Construction in Progress	305,846.08	293,183.36
1915 · Office Building & Improvements	440,291.33	440,291.33
1970 · Office Equipment & Fixtures	93,467.05	93,467.05
1980 · District Vehicles	246,989.85	117,577.39
1990 · Land and Easements	331,195.78	331,195.78
1995 · Idle Assets	43,400.00	43,400.00
1998 · Less Accum Depr Idle Assets	-42,400.00	-42,400.00
1999 · Less Accumuated Depreciation	-8,401,279.75	-7,988,712.75
Total Fixed Assets	5,428,784.14	5,663,831.48
Other Assets		
Deferred Outflow of Resources	327,084.00	315,213.00
Total Other Assets	327,084.00	315,213.00
TOTAL ASSETS	16,072,368.93	16,318,201.38

Aromas Water District
Balance Sheet Prev Year Comparison

As of September 30, 2024

	Sep 30, 24	Sep 30, 23
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 · Accounts Payable	40,914.15	52,441.13
Total Accounts Payable	40,914.15	52,441.13
Credit Cards		
First Bankcard - S Smith #0239	485.23	724.80
First Bankcard - E Giron #1086	1,949.43	99.39
First Bankcard -R.Johnson #8178	114.15	1,132.12
First Bankcard - D DeAlba #2486	1,023.17	2,449.26
Valero Fleet	146.32	169.58
Total Credit Cards	3,718.30	4,575.15
Other Current Liabilities		
2020 · Accrued Sick Payable	5,871.67	5,242.81
2024 · Accrued Vacation Payable	34,541.71	45,207.75
Current Portion City National	92,892.63	90,167.32
Current Portion Truist	81,790.00	79,367.00
2100 · Payroll Liabilities	112.79	229.63
Deferred Inflows- Actuarial	43,394.00	66,849.00
CUSTOMER DEPOSITS		
Connection Deposits Payable	10,000.00	8,000.00
Hydrant Meter Deposit	15,800.00	23,091.40
Total CUSTOMER DEPOSITS	25,800.00	31,091.40
Interest Payable	110,851.65	0.00
PVWMA Payable	8,895.22	7,385.79
Total Other Current Liabilities	404,149.67	325,540.70
Total Current Liabilities	448,782.12	382,556.98
Long Term Liabilities		
Truist Bank	5,238,481.00	5,400,840.00
2392 · Long-term Debt - USDA (Oakr...	2,315,489.90	2,356,489.90
2391 · Long-term Debt - Orchard Acres	335,000.00	350,000.00
GASB 68 Pension Liability	716,436.00	680,082.00
City National Bank	512,011.12	604,903.75
Total Long Term Liabilities	9,117,418.02	9,392,315.65
Total Liabilities	9,566,200.14	9,774,872.63
Equity		
Investment in Capital Assets	6,420,006.53	6,420,006.53
Unrestricted Net Assets	2,717,899.30	2,648,396.15
Allocation of Net Assets	-2,637,574.59	-2,637,574.59
Net Income	5,837.55	112,500.66
Total Equity	6,506,168.79	6,543,328.75
TOTAL LIABILITIES & EQUITY	16,072,368.93	16,318,201.38

Aromas Water District
Profit & Loss Budget Performance

September 2024

	Sep 24	Budget	Jul - Sep 24	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
303 · Water Revenue	160,293.88	145,000.00	497,812.38	495,000.00	1,600,000.00
307 · Bulk Water	1,229.57	1,000.00	4,065.80	3,000.00	12,000.00
302 · Connection	0.00	17,140.00	0.00	17,140.00	51,420.00
301 · Taxes Rcvd - AWD					
3090 · Oakridge / OAWA Assess...	0.00	0.00	0.00	0.00	178,400.00
301 · Taxes Rcvd - AWD - Other	0.00	0.00	0.00	0.00	76,000.00
Total 301 · Taxes Rcvd - AWD	0.00	0.00	0.00	0.00	254,400.00
304 · Other Office Income & Reimbu...	940.00	125.00	2,940.00	375.00	1,500.00
306 · Interest	26,893.36	1,300.00	80,063.11	53,300.00	65,000.00
312 · Grant Revenue	0.00	0.00	0.00	0.00	1,000.00
Total Income	189,356.81	164,565.00	584,881.29	568,815.00	1,985,320.00
Gross Profit	189,356.81	164,565.00	584,881.29	568,815.00	1,985,320.00
Expense					
Operations					
403 · Fuel	1,829.14	2,000.00	5,303.42	6,000.00	24,000.00
404 · Truck Maint	14.99	830.00	1,247.98	2,510.00	10,000.00
431 · System Repair & Maint	10,879.72	10,400.00	26,061.06	31,300.00	125,000.00
463 · Water Analysis	4,355.00	625.00	5,195.00	1,875.00	7,500.00
464 · Water Treatment	2,637.97	3,500.00	10,376.02	11,000.00	27,000.00
468 · Tools	0.00	1,750.00	1,642.32	1,750.00	7,000.00
470 · Public Outreach / Annexation	483.00	900.00	4,376.10	2,750.00	25,000.00
Total Operations	20,199.82	20,005.00	54,201.90	57,185.00	225,500.00
Power					
449.75 · 388 Blohm, # C	228.10	125.00	594.48	375.00	1,500.00
449.5 · 388 Blohm, A & B Office	40.91	90.00	146.24	280.00	1,100.00
461.5 · RLS Tank Booster	9.86	10.00	25.96	30.00	120.00
447 · Leo Ln Booster	117.12	65.00	257.38	205.00	800.00
448 · Aimee Mdws Well	10.52	6.00	23.01	20.00	75.00
451 · Marshall Corp Yard	274.66	200.00	663.81	650.00	2,500.00
452 · Rea Booster @ Seely	80.03	65.00	175.53	210.00	810.00
454 · Carr Booster	1,260.81	700.00	2,590.26	1,600.00	7,500.00
458 · Pleasant Acres Well	98.93	100.00	229.65	300.00	1,200.00
459 · Seely Booster @ Carpenteria	740.05	30.00	7,081.32	3,510.00	7,200.00
460 · San Juan Well	8,237.83	6,000.00	18,734.44	14,400.00	71,000.00
461 · Cole Tank	16.00	10.00	38.84	30.00	120.00
462 · Rea Tank	0.00	10.00	20.20	30.00	120.00
465 · Lwr Oakridge Boost	188.68	115.00	364.51	355.00	1,400.00
465.5 · Upper Oakridge Booster	150.00	150.00	150.00	150.00	600.00
466 · Pine Tree Tank	14.60	10.00	32.66	30.00	120.00
Total Power	11,468.10	7,686.00	31,128.29	22,175.00	96,165.00
Payroll					
Gross	42,523.69	40,000.00	112,947.42	120,000.00	513,822.00
Comp FICA	2,636.49	2,450.00	6,806.41	7,350.00	31,857.00
Comp MCARE	616.59	570.00	1,591.83	1,710.00	7,450.00
Comp SUI	63.23	150.00	112.96	450.00	2,188.00
Total Payroll	45,840.00	43,170.00	121,458.62	129,510.00	555,317.00
Employee / Labor Costs					
407 · Outside Services	813.61	3,750.00	5,753.78	11,250.00	45,000.00
408 · Uniform Allowance	251.28	1,000.00	251.28	1,000.00	4,000.00
409 · Workers Comp	2,662.91	1,310.00	4,512.57	3,985.00	15,831.00
410 · Health Ins	8,367.91	7,530.00	25,103.73	22,590.00	90,360.00
474 · Education	120.00	2,000.00	150.00	2,000.00	8,000.00
477 · Retirement	3,997.16	4,000.00	80,812.80	83,162.00	119,162.00
Total Employee / Labor Costs	16,212.87	19,590.00	116,584.16	123,987.00	282,353.00

Aromas Water District
Profit & Loss Budget Performance

September 2024

	Sep 24	Budget	Jul - Sep 24	YTD Budget	Annual Budget
Office					
440 · Misc Exp	3,337.35	410.00	3,372.35	1,270.00	5,000.00
444 · Postage	434.84	410.00	1,093.43	1,270.00	5,000.00
445 · Office Supplies	220.90	410.00	1,528.02	1,270.00	5,000.00
446 · Office Eqpmt and Maint	268.51	175.00	1,505.20	525.00	12,000.00
Total Office	4,261.60	1,405.00	7,499.00	4,335.00	27,000.00
Communications					
455 · Phone, Off	547.58	640.00	1,825.41	1,930.00	7,700.00
456 · Telemetry	0.00	0.00	0.00	100.00	21,000.00
457 · Answ Serv/Cellular Phone	328.08	410.00	902.87	1,270.00	5,000.00
Total Communications	875.66	1,050.00	2,728.28	3,300.00	33,700.00
Administrative & General					
4591 · Admin Fee (Bond Admin N...	1,066.24	1,300.00	1,066.24	1,300.00	5,200.00
4590 · Bond Interest Exp - Assess...	46,335.59	50,542.00	56,925.59	61,132.00	121,000.00
417 · Capital Loan Interest	0.00	0.00	81,822.73	84,410.00	187,310.00
467 · Depreciation Reserve	25,795.00	25,794.00	77,385.00	77,383.00	309,529.00
405 · Election	0.00	0.00	0.00	0.00	2,000.00
406 · Liability Ins	2,757.34	2,500.00	8,272.02	7,500.00	30,000.00
420 · Legal Fees	1,400.00	1,400.00	4,200.00	4,200.00	27,000.00
422 · Bank Charges	162.95	165.00	629.40	495.00	2,000.00
423 · Litigation Contingency	0.00	0.00	0.00	0.00	35,000.00
425 · Audit	4,745.00	1,270.00	5,176.00	3,812.00	15,246.00
471 · Bad Debts	0.00	0.00	0.00	0.00	1,000.00
473 · Memberships	8,485.00	8,300.00	9,966.51	9,750.00	30,000.00
Total Administrative & General	90,747.12	91,271.00	245,443.49	249,982.00	765,285.00
Total Expense	189,605.17	184,177.00	579,043.74	590,474.00	1,985,320.00
Net Ordinary Income	-248.36	-19,612.00	5,837.55	-21,659.00	0.00
Net Income	-248.36	-19,612.00	5,837.55	-21,659.00	0.00

10/14/24

Aromas Water District
Monthly Expenditures
 September 17 through October 15, 2024

Date	Num	Name	Amount
US Bank Checking 1715			
09/18/2024	PD ONLINE	Recology San Benito County	-66.32
09/20/2024	DD2142	Bowman (P), Naomi	0.00
09/20/2024	19985	DeAlba (P), David	-4,366.97
09/20/2024	DD2143	Giron (P), Ester	0.00
09/20/2024	DD2144	Hill (P), Travis S	0.00
09/20/2024	DD2145	Johnson (P), Robert L	0.00
09/20/2024	19986	Smith (P), Shaun	-2,425.49
09/20/2024	EFT	QuickBooks Payroll Service	-7,472.06
09/20/2024	EFT	CalPERS	-1,184.43
09/20/2024	EFT	CalPERS	-3,396.29
09/20/2024	E-pay	Employment Development Dept	-1,088.85
09/20/2024	E-pay	United States Treasury (EFTPS)	-5,342.28
09/20/2024	NSF	Bill Adjustment Report	-257.00
09/23/2024	PD ONLINE	P G & E	-113.53
09/23/2024	PD ONLINE	P G & E	-188.68
09/23/2024	PD ONLINE	P G & E	-117.12
09/23/2024	PD ONLINE	P G & E	-9,514.64
09/23/2024	PD ONLINE	P G & E	-4.65
09/23/2024	PD ONLINE	P G & E	-26.28
09/23/2024	PD ONLINE	P G & E	-228.10
09/23/2024	PD ONLINE	P G & E	-4.62
09/23/2024	PD ONLINE	P G & E	-274.66
09/23/2024	PD ONLINE	P G & E	-40.91
09/23/2024	PD ONLINE	P G & E	-80.03
09/23/2024	19987	Old Firehouse Market	-1,131.42
09/23/2024	PD ONLINE	Verizon Wireless	-82.50
09/23/2024	EFT	P G & E	-188.68
09/23/2024	EFT	P G & E	-113.53
09/25/2024	19988	Monterey Bay Solutions, LLC	-225.00
09/25/2024	19989	SCAS	-189.60
09/25/2024	19990	State Water Resource Control Board, SWRCB	-243.00
09/25/2024	19991	NBS	-1,066.24
09/25/2024	19992	A.L. Lease Co.	-95.32
09/25/2024	PD ONLINE	Core & Main	-3,093.45
09/25/2024	19993	Green Rubber Kennedy	-92.19
09/25/2024	19994	West Valley Construction	-22,207.01
09/25/2024	PD ONLINE	First Bankcard	-3,621.44
09/25/2024	19995	USA BlueBook	-866.96
09/27/2024	PD ONLINE	Intuit	-84.05
09/27/2024	PD ONLINE	Core & Main	-5,755.84
09/27/2024	19996	VOID	0.00
09/27/2024	PD ONLINE	Valero Fleet	-106.52
09/30/2024	PD ONLINE	Oppidea, LLC	-120.00
09/30/2024	WIRE	Spec. Districts Risk Management Auth	-1,738.08
09/30/2024	PD ONLINE	Grainger Inc	-549.13
09/30/2024	NSF	Bill Adjustment Report	-121.22
09/30/2024	NSF	Bill Adjustment Report	-26.80
09/30/2024	PD ONLINE	Grainger Inc	-0.63

10/14/24

Aromas Water District
Monthly Expenditures
 September 17 through October 15, 2024

Date	Num	Name	Amount
09/30/2024	PD ONLINE	P G & E	-713.77
10/03/2024	EFT	QuickBooks Payroll Service	-7,901.06
10/04/2024	DD2146	Bowman (P), Naomi	0.00
10/04/2024	20000	DeAlba (P), David	-3,636.24
10/04/2024	DD2147	Giron (P), Ester	0.00
10/04/2024	DD2148	Hill (P), Travis S	0.00
10/04/2024	19998	Smith (P), Shaun	-2,000.64
10/04/2024	DD2149	Johnson (P), Robert L	0.00
10/04/2024	19999	Holman (P), Wayne R	-248.20
10/04/2024	DD2150	Morris (C), Vicki	0.00
10/04/2024	DD2151	Norton (P), K W	0.00
10/04/2024	DD2152	Powers (P), Timothy W	0.00
10/04/2024	EFT	CalPERS	-1,175.31
10/04/2024	EFT	CalPERS	-3,324.21
10/04/2024	E-pay	Employment Development Dept	-866.17
10/04/2024	E-pay	United States Treasury (EFTPS)	-4,658.76
10/04/2024	E-pay	Employment Development Dept	-5.74
10/04/2024	E-pay	United States Treasury (EFTPS)	-15.88
10/04/2024	20001	Ester Giron	-23.45
10/04/2024	20002	Ferguson Ent. #3325 DBA PollardWater	-51.48
10/04/2024	20003	VOID	0.00
10/04/2024	20004	USPO	-73.00
10/04/2024	20005	USPO	-288.84
10/04/2024	19997	VOID	0.00
10/10/2024	20006	VOID	0.00
10/11/2024	20007	ACWA	-8,485.00
10/11/2024	20008	C.J. Brown & Company CPAs	-4,745.00
10/11/2024	20009	Durden Construction	-682.00
10/11/2024	20010	Mid Valley Supply	-4,044.89
10/11/2024	20011	Monterey Bay Analytical Services Inc	-3,827.00
10/11/2024	20012	PVWMA(Pajaro Valley Water Mgmt Agency)	-30,130.54
10/11/2024	20013	Robert E. Bosso	-1,400.00
10/11/2024	20014	Sage Software Inc	-1,672.00
10/11/2024	20015	USG Water Solutions	-3,390.00
10/11/2024	20016	ACE Hardware Prunedale	-232.76
10/11/2024	20017	ACWA JPIA	-8,367.91
Total US Bank Checking 1715			-169,871.37
TOTAL			-169,871.37