



156 S. Broadway, Ste. 270, Turlock, CA 95380

(209) 538-5688 (phone) (209) 538-5788 (fax)

Regular Board Meeting Agenda

July 20, 2023, at 12:00 p.m.

2701 4th Street, Ceres, CA 95307 1st Floor - Ceres Community Center

Chair, Amy Bublak
Vice Chair, Javier Lopez
Director, Pam Franco
Director, Bret Silveira
Director (alternate), Rosalinda Vierra
Director (alternate), Kevin Bixel

General Manager, Robert Granberg
Legal Counsel, Jennifer Buckman
Finance Director, Isaac Moreno
Board Secretary, Angelica Gonsalves

THIS MEETING WILL BE OPEN TO THE PUBLIC IN PERSON.

NOTICE REGARDING NON-ENGLISH SPEAKERS: The Stanislaus Regional Water Authority (SRWA) meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

EQUAL ACCESS POLICY: If you have a disability which affects your access to public facilities or services, contact the Board Secretary at the phone number set forth above. The Board is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the Board to process and respond to your request.

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the Board on any item appearing on the agenda, including Consent Calendar and Scheduled Matters, before or during the Board's consideration of the item.

AGENDA PACKETS: Prior to the Stanislaus Regional Water Authority Board meeting, a complete Agenda Packet (excluding any closed session materials) is available for review on the SRWA's website at www.stanrwa.com and in the Board Secretary's Office at 156 S. Broadway, Suite 270, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Board after distribution of the Agenda Packet are also available for public inspection in the Board Secretary's Office at the address set forth above. Such documents may be available on the SRWA's website subject to staff's ability to post the documents before the meeting.

1.
 - A. **CALL TO ORDER**
 - B. **SALUTE TO THE FLAG**
 - C. **ROLL CALL**
 - D. **PUBLIC PARTICIPATION:** This time is set aside for members of the public to address the Board concerning any item that has been described in the notice for the meeting, including Consent Calendar items, before or during consideration of that item. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Board addresses the matter.
2.
 - A. **CLOSED SESSION:** Public Employment appointment / employment / dismissal (Gov. Code § 54957) - Title: General Manager
 - B. **REPORT** from closed session
3. **RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS:**

4. **A. SPECIAL BRIEFINGS:** None

5. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS**

6. **CONSENT CALENDAR:** Information concerning the Consent items listed below has been forwarded to each Board member prior to this meeting for study. Unless the Chair, a Board member, or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Board. The action taken by the Board in approving the Consent items is set forth in the explanation of the individual items.

A. *Motion:* Approving minutes of regular meeting of June 15, 2023.

7. **PUBLIC HEARINGS:** None

8. **SCHEDULED MATTERS:**

A. *Appointment of General Manager, adoption of the SRWA General Manager Services Agreement, including General Manager Job Description, and termination of contract with Granberg & Associates (Buckman)*

B. *Resolution 2023-003 Approving revisions to the procurement policy (Buckman)*

9. **STAFF UPDATES:**

- a. *General Manager Update (Granberg)*
- b. *Hiring and Operations Update (Goodman)*
- c. *Finance Director Report (Moreno)*

10. **MATTERS TOO LATE FOR THE AGENDA**

11. **BOARD ITEMS FOR FUTURE CONSIDERATION**

12. **BOARD COMMENTS:** Board members may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

13. **NEXT MEETING DATE:** August 17, 2023, in Turlock

14. **ADJOURNMENT**



1. A. **CALL TO ORDER:** Chair Bublak called the meeting to 12:00 p.m.

B. **SALUTE TO THE FLAG**

C. **ROLL CALL**

PRESENT: Director Bret Silveira, Director Pam Franco, Vice Chair Javier Lopez, Chair Amy Bublak

ABSENT:

2. **RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS:** None

3. A. **SPECIAL BRIEFINGS:** None

B. **STAFF UPDATES:**

1. General Manager Granberg provided a presentation on project updates, design build contract status, environmental clearance/permitting, status, operations agreement, Section 4.2-staffing and pre-acceptance duties, Cities readiness, funding/financing update, public outreach, and project photos.

The board decided to plan for the ribbon cutting ceremony for November 14, 2023, and a backup date for November 15, 2023, with a target time to 10 am.

Chair Bublak opened public participation.

No one spoke from the public.

Chair Bublak closed public participation.

2. City of Turlock Municipal Director Dale Goodman provided an update on the City of Turlock staff recruitment effort. The City of Turlock council approved hiring bonuses for nine positions including the senior positions with an intent to encourage candidates to apply and current employees can receive referral bonuses if candidates they refer fill those vacant positions. All positions but the five senior operators are filled.

Chair Bublak opened public participation.

Joe, public participant through Zoom, asked if the plant operator and or supervisor will be part of the operations until the senior positions are filled and if SRWA will go back to the original plan of having the plant operates as its own entity.

City of Turlock Municipal Director Dale Goodman responded that they are looking into contracting for the senior operator positions to run the plant. They have requested legal opinion to make sure this contract will not go against SFR loan. Goodman indicated that the operations would stay with the City of Turlock.

DRAFT

Chair Bublak closed public participation.

- 3. Finance Director Moreno provided an update on financial activities as of June 9, 2023. Revenue and expenses reviewed.

Chair Bublak opened public participation.

No one from the public spoke.

Chair Bublak closed public participation.

C. PUBLIC PARTICIPATION:

Chair Bublak opened public participation.

No one from the public spoke

Chair Bublak closed public participation.

- 4. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None

5. CONSENT CALENDAR:

- A. **Action:** Motion by Director Franco seconded by Director Silveira, to approve the minutes of the special meeting of May 18, 2023. Motion carried 4/0 by the following vote:

Director Franco	Director Silveira	Vice Chair Lopez	Chair Bublak
Yes	Yes	Yes	Yes

- 6. **PUBLIC HEARINGS:** None

7. SCHEDULED MATTERS:

- A. General Manager Granberg requested authorization to issue a change order in the amount of \$2,371,308.29 to CH2MHILL Engineers Inc. Regional Surface Water Supply Project Design-Build Contract for an Uncontrollable Circumstances Claim for Metals Materials.

Director Franco asked Finance Director Moreno if he had time to review all the documents. Finance Director Moreno said he completed analysis of all the documents. There was an audit, and the assessment was completed, and he was comfortable with the change order. Finance Director Moreno indicated with large change orders a forensic analysis to make sure all aspects of the change order are reviewed. Finance Director Moreno indicated the change order is in line with the contract.

Chair Bublak opened public participation.

No one from the public spoke.

Chair Bublak closed public participation.

DRAFT

Action: Motion by Director Silveira, seconded by Vice Chair Lopez, to authorize General Manager to issue a change order in the amount of \$2,371,308.29 to CH2MHILL Engineers Inc. Regional Surface Water Supply Project Design-Build Contract for an Uncontrollable Circumstances Claim for Metals Materials. Motion carried 4/0 by the following vote:

Director Franco	Director Silveira	Vice Chair Lopez	Chair Bublak
Yes	Yes	Yes	Yes

- B. Finance Director Moreno presented the proposed annual budget and minimum cash reserve target for 2023-24 fiscal year.

Director Silveira asked what the minimum cash reserve percentage is and when was that percentage adopted. Finance Director Moreno said that was identified at a prior year and it is about \$7 million dollars which equated to about 20% of the overall budget.

Chair Bublak opened public participation.

No one from the public spoke.

Chair Bublak closed public participation.

Action: Motion by Director Franco, seconded by Director Silveira, adopting the Annual Budget for the Stanislaus Regional Water Authority for the 2023-24 Fiscal Year and adopting a minimum cash reserve for 2023-24. Motion carried 4/0 by the following vote:

Director Franco	Director Silveira	Vice Chair Lopez	Chair Bublak
Yes	Yes	Yes	Yes

- C. General Manager presented Amendment No. 2 to the Agreement with Bartkiewicz, Kronick & Shanahan for ongoing legal services in Phase 3 of the Regional Surface Water Supply Project and Phase 4 Legal Services to the Board of Directors in the amount of \$124,200 and authorizing the General Manager to execute the Amendment.

Director Franco asked if this went out to bid. General Manager Granberg responded that it did not, as this is presented as an amendment to their existing contract, but the board can choose to open up for bid. Director Franco asked to only have the amendment for one year of service and then open up as an RFP. Vice Chair Lopez asked when Bartkiewicz, Kronick & Shanahan was initially contracted. General Manager said they have been on board for about 5 years.

Chair Bublak opened public participation.

No one from the public spoke.

Chair Bublak closed public participation.

DRAFT

Action: Motion by Director Franco seconded by Director Silveira, to authorize General Manager to execute Amendment No. 2 to the Agreement with Bartkiewicz, Kronick & Shanahan for ongoing legal services in Phase 3 of the Regional Surface Water Supply Project and Phase 4 Legal Services to the Board of Directors for only one year. Motion carried 4/0 by the following vote:

Director Franco	Director Silveira	Vice Chair Lopez	Chair Bublak
Yes	Yes	Yes	Yes

- D. General Manager presented Amendment No. 1 to the Granberg & Associates, Inc. General Manager Special Services Agreement in an amount not to exceed \$200,000 for Fiscal Year 2023-24.

Director Silveira said this contract would be helpful for the new general manager to ease into the role. Director Silveira’s concern is the increase from \$250 to \$300 an hour. General Manager Granberg said he has not increased his rate since his initial contract in 2018. Chair Bublak indicated she would like to start the notice of termination process since Municipal Director Dale Goodman is ready to take on the General Manager role. Legal Counsel Buckman responded that due to the Brown Act and the timeline the new contract was presented it was not able to be put into this meeting. Compensation contracts cannot be included in special meetings. Vice Chair Lopez asked General Manager Granberg if he can stay on board until the new General Manager Contract is presented. General Manager Granberg said he can stay on board with his current contract until the board decides the permanent General Manager. Chair Bublak indicated she would have liked to have known this item was going to be on the agenda before it was posted, as a courtesy to the board. Vice Chair Lopez thanked General Manger Granberg for his services.

Chair Bublak opened public participation.

No one from the public spoke.

Chair Bublak closed public participation.

Action: Motion to authorize Amendment No. 1 to the Granberg & Associates, Inc. General Manager Special Services Agreement in an amount not to exceed \$200,000 for Fiscal Year 2023-24. *(Motion failed due to lack of votes.)*

- E. General Manager presented on Amendment No. 2 to the Agreement for Special Services with Montrose Environmental for Phase 3 CEQA/NEPA/Permitting Support for the Regional Surface Water Supply Project.

Chair Bublak opened public participation.

No one from the public spoke.

Chair Bublak closed public participation.

DRAFT

Action: Motion by Director Silveira seconded by Director Franco, approving Amendment No. 2 to the Agreement for Special Services with Montrose Environmental for Phase 3 CEQA/NEPA/Permitting Support for the Regional Surface Water Supply Project. Motion carried 4/0 by the following vote:

Director Franco	Director Silveira	Vice Chair Lopez	Chair Bublak
Yes	Yes	Yes	Yes

- F. General Manager presented on Amendment No. 10 to the Agreement for Special Services with West Yost Associates for Phase 3 Program Management Services for the Regional Surface Water Supply Project.

Chair Bublak opened public participation.

No one from the public spoke.

Chair Bublak closed public participation.

Action: Motion by Director Franco, seconded Director Silveira, approving Amendment No. 10 to the Agreement for Special Services with West Yost Associates for Phase 3 Program Management Services for the Regional Surface Water Supply Project. Motion carried 4/0 by the following vote:

Director Franco	Director Silveira	Vice Chair Lopez	Chair Bublak
Yes	Yes	Yes	Yes

- 8. **MATTERS TOO LATE FOR THE AGENDA:** None
- 9. **BOARD ITEMS FOR FUTURE CONSIDERATION:** Chair Bublak asked to have the General Manager Contract included in the July agenda. Board Secretary Gonsalves commented on the items the City of Ceres is working on for the surface water integration outreach.
- 10. **BOARD COMMENTS:** None
- 11. **NEXT MEETING DATE:** July 20, 2023, in Turlock
- 12. **CLOSED SESSION:** None
- 13. **ADJOURNMENT:** Chair Bublak adjourned the meeting at 12:50 p.m. Motion carried unanimously.

Respectfully submitted,

DRAFT

Angelica Gonsalves, Board Secretary



From: Jennifer Buckman, SRWA Counsel

Prepared by: Jennifer Buckman, SRWA Counsel

1. DISCUSSION ITEMS

Appointment of General Manager

Adoption of the SRWA General Manager Services Agreement, including General Manager Job Description

Termination of contract with Granberg & Associations

2. DISCUSSION

In January, during negotiations between the City of Turlock and the City of Ceres regarding the Stanislaus Regional Water Authority Regional Surface Water Supply Project Operations Agreement (the "Operations Agreement"), the parties found it necessary to remove language pertaining to how the role of SRWA's General Manager would be filled. The Operations Agreement was signed on January 30, 2023, and the SRWA Board tasked the City Managers of Ceres and Turlock with bringing back to the Board a recommendation regarding how to fill the SRWA General Manager.

The SRWA's General Manager serves at the pleasure of the Board, and the Board has the authority to appoint, or enter into a contract, to provide a General Manager. Since SRWA's initial formation, the role of the General Manager has been performed by Bob Granberg under a contract between SRWA and Granberg and Associates.

After receiving direction from their clients, the City Attorneys drafted an SRWA General Manager Services Agreement (Attachment A). Under this Agreement, the City of Turlock will provide General Manager services to SRWA. Turlock proposes that this role be performed by its Municipal Services Director for a cost to SRWA of an amount equal to five percent (5%) of the annual salary and costs of the employee benefits of the Municipal Services Director.

A job description for the General Manager was drafted by the City Attorneys for Turlock and Ceres, reviewed and approved by Counsel for SRWA, and reviewed and modified by staff for the two cities. This job description is included as an Attachment to the SRWA General Manager Services Agreement (see Attachment A).



The contract with Granberg and Associates has a provision that requires 30-day notice be provided if the Board decides to terminate the contract.

If the Board votes to adopt the SRWA General Manager Services Agreement, Staff recommends that the Board appoint the Municipal Services Director of the City of Turlock as the General Manager and direct Counsel to provide Granberg and Associates with notice of termination, consistent with the provisions of the SRWA contract with Granberg and Associates.

3. FISCAL IMPACT / BUDGET AMENDMENT:

The proposed SRWA General Manager Services Agreement will cost SRWA an amount equal to five percent (5%) of the actual salary and costs of the employee benefits of the Turlock Municipal Services Director. The City of Turlock's Salary Schedule establishes the monthly base salary for this position at a range of \$12,534 (Step 1) to \$15,237 (Step 5). The annual base salary for this position therefore ranges from \$150,408 (Step 1) to \$182,844 (Step 5). Turlock's costs of employee benefits typically equate to 30% of the employee's base salary. For this position, the cost of benefits is expected to range from \$45,122.40 to \$54,853.20 per year. The sum of the costs of the base salary and the employee benefits under Turlock's current salary schedule is \$195,530.40 (Step 1) to \$237,697.20 (Step 5). Since the cost to SRWA of this agreement is 5% of the actual salary and costs of employee benefits, the costs to SRWA would range from \$9,776.52 to \$11,884.86 per year under the currently applicable salary schedule. This represents a cost savings from \$194,630.50 to \$196,738.84 as compared to what SRWA has been expending to obtain General Manager services under the existing contract with Granberg and Associates.

4. GENERAL MANAGER'S COMMENTS:

N/A. Since this item concerns the contract under which the General Manager provides services to SRWA, the General Manager has not participated in any of the discussions related to this matter, and the General Manager cannot provide any input when the Board considers this item.

5. ENVIRONMENTAL DETERMINATION:

N/A. This item does not constitute a project under CEQA.



6. ALTERNATIVES:

The SRWA board could choose not to vote to approve the SRWA General Manager Services Agreement, in which case the Board would not appoint the Municipal Services Director of Turlock as the General Manager and would not direct Counsel to provide notice of termination of the Granberg and Associates contract. If the Board selected this alternative, the General Manager role would continue to be performed by Granberg and Associates under the existing contract with SRWA.

ATTACHMENTS:

- a) SRWA General Manager Services Agreement with General Manager Job Description

SRWA GENERAL MANAGER JOB DESCRIPTION

OVERVIEW AND SUMMARY

The Stanislaus Regional Water Authority (SRWA) is a regional Joint Powers Authority formed to obtain, treat and deliver sustainable, reliable and high-quality water supplies for participating member customers and stakeholders.

The General Manager reports to and receives direction from the SRWA Board of Directors. Responsibilities may include direct or indirect management, administrative oversight, or supervision of managerial, professional, technical, administrative or clerical personnel employed by or contracted to the SRWA, or City staff (Ceres or Turlock) assigned to the SRWA.

DISTINGUISHING CHARACTERISTICS

The General Manager will have overall responsibility for the timely and cost-effective execution and management of actions associated with the Surface Water Supply Project. The General Manager will be accountable for accomplishing and furthering SRWA goals and objectives within general policy guidelines; and, under administrative direction of the Board of Directors, will be granted considerable leeway to exercise independent judgment and initiative. The General Manager shall provide energetic leadership and have a track record of accomplishing similar projects in size and/or complexity.

ESSENTIAL DUTIES AND FUNCTIONS

- Represent Board policies, programs and interests in Board meetings, with state and local government regulators, and in media and public relations interactions with SRWA member employees, community representatives, and the general public.
- Perform a variety of highly complex administrative and managerial duties required to oversee and coordinate operations and special projects to ensure they are in concert with the policies and goals of the SRWA and SRWA Board of Directors.
- Prepare monthly Board packets.
- Formulate and implement policies, standards and procedures; ensure compliance with applicable laws and regulations.
- Accomplish and submit special studies and reports to the Board of Directors with recommendations for policy decisions.
- Keep informed and keep the Board informed of national, state or regional issues that may potentially impact SRWA.
- Ensure formal and informal, internal and external communication is effective and avoids confusion.

- Work with Plant Manager (PM) team to develop and administer SRWA operating and capital budgets and cash flows.
- Present an annual budget for Board adoption; monitor expenditures to ensure the efficient and effective use of resources.
- Research grant and supplemental funding source availability; prepare and administer grant applications and reimbursements.
- Review budget requests and make recommendations on final expenditure levels.
- Develop organizational, staffing or technology modifications necessary to optimize effectiveness and minimize costs.
- Recommend changes to administrative practices to increase the efficiency and economy of SRWA operations and services.
- Prepare, negotiate and administer contracts and agreements; oversee existing and future SRWA contracts with others.
- Maintain positive working relationships and customer service principles in responding to complaints and information requests.

QUALIFICATIONS

Knowledge of and experience in:

- Organizational and management practices as applied to the analysis and evaluation of programs, policies and operational needs.
- Advanced principles, practices and techniques of public program administration and personnel management.
- Principles and techniques of budget development and administration.
- Pertinent Federal, State and local laws, codes and regulations relating to public utilities and other related operations and activities.
- Research methods and sources of information related to a broad range of municipal programs, services, and administration.
- Modern governmental accounting and financial practices, procedures and standards.
- Principles of and current trends in public utility facility design, development, maintenance and operation.
- Municipal structure and organization in a Mayor-Council/City Manager form of government.
- Principles of employee supervision, career development and training.
- The concepts of word processing, spreadsheets, micro-computer and mainframe computer applications.
- Modern methods of records management.

Ability to:

- Administer a variety of public utility programs and activities.

- Develop and implement policies and procedures related to the administration of a variety of public utility programs and activities.
- Develop and administer program budgets and controls.
- Forecast and plan for future needs.
- Analyze problem, identify alternative solutions, project consequences of proposed actions, and implement recommendations in support of agency goals.
- Effectively and fairly negotiate appropriate solutions and contracts.
- Manage resources within budget and policy parameters.
- Plan, organize, direct and supervise the work professional, technical and office support staff.
- Delegate authority and responsibility effectively.
- Establish and maintain cooperative working relationships with elective officials, administration, other employees, and the general public.
- Present ideas effectively orally and in writing.
- Prepare a variety of complex and comprehensive reports and documents.
- Prepare speeches, articles and letters for publications.
- Read and comprehend complex laws and regulations and initiate policies and procedures for their implementation.

EXPERIENCE

Five years of increasingly responsible municipal public utility program administration experience including three years of supervisory responsibility that would have provided the opportunity to develop the required skills, knowledge and abilities.

EDUCATION & TRAINING

Equivalent to graduation from an accredited college or university with a major in civil engineering, public administration, business administration or close related field.

LICENSE AND/OR CERTIFICATE

Possession of a valid California Driver's License in the category necessary to perform essential duties of the position may be required at the time of appointment. Individuals who do not meet this requirement due to a physical disability will be considered for accommodation on a case-by-case basis. Maintenance of a valid California Driver's license and proof of automobile liability insurance thereafter is a condition of continued employment.

PHYSICAL REQUIREMENTS:

Maintain the following physical abilities: See well enough to drive a vehicle; hear and speak well enough to converse on the telephone and in person; communicate clearly without amplification; bodily mobility to move rapidly from one area to another sometimes over rough terrain; climb stairs or ladders; use of hands and fingers to

write; operate a computer keyboard and handle plans and documents; stamina to work long hours and attend night meetings several times a week.

Class Established: 7/23

**STANISLAUS REGIONAL WATER AUTHORITY
REGIONAL SURFACE WATER SUPPLY PROJECT
GENERAL MANAGER SERVICES AGREEMENT**

THIS AGREEMENT is made this ____ day of _____, 2023 by and between the Stanislaus Regional Water Authority, a joint powers authority (“SRWA”), City of Ceres, a general law city (“Ceres”), and the City of Turlock, a general law city (“Turlock”), who agree as follows:

1. Definitions. For purposes of this Agreement, these words and phrases shall have the following meanings:

- 1.1. “Board” means the Governing Board of the SRWA.
- 1.2. “Bylaws” means the SRWA Bylaws as amended August 1, 2019 as the same may be amended or modified from time to time during the term of this Agreement.
- 1.3. “Ceres” means the City of Ceres.
- 1.4. “Cities” mean the City of Ceres and City of Turlock. “City” means one of the Cities.
- 1.5. “Design-Build Contract” means the Design-Build Contract for the Regional Surface Water Supply Project dated July 6, 2020 between SRWA and CH2M HILL, as amended.
- 1.6. “General Manager” means the SRWA General Manager as appointed by the Board.
- 1.7. “General Manager Services” mean the services, operations, and tasks to be provided and performed by Turlock as described in section 4.
- 1.8. “Governing Documents” mean the “Governing Documents” as defined in section 1.14 of the Operations Agreement.
- 1.9. “Joint Powers Agreement” means the Amended Drinking Water Supply Project Joint Exercise of Powers Agreement Between the Cities of Ceres and Turlock for the Purpose of Creating a Joint Powers Authority Responsible for Decisions in Certain Matters Pertaining to the Municipal and Industrial Water Supply Programs for the Aforementioned Public Entities dated December 15, 2015, as amended.
- 1.10. “Municipal Services Director” means the Municipal Services Director of Turlock.
- 1.11. “Operate” means operate, maintain, manage, monitor, upgrade, repair, replace, modify, and improve and “Operation” means operation, maintenance, management of, monitoring of, upgrade, repair, replacement, modification, and improvement.
- 1.12. “Operations Agreement” means the Stanislaus Regional Water Authority Regional Surface Water Supply Project Operations Agreement between the SRWA, Turlock, and Ceres dated January 1, 2023.
- 1.13. “Parties” mean SRWA, Turlock, and Ceres. “Party” means one of the Parties.

1.14. “Policy Committee” means the Policy Committee established by section 12 of the Operations Agreement.

1.15. “Project” means the SRWA Regional Surface Water Supply Project as described in the Joint Powers Agreement and Design-Build Contract.

1.16. “Project Facilities” mean and consist of (a) the water treatment plant, raw water pump station, raw water transmission main, finished water transmission mains, and all appurtenant and related structures, buildings, tanks, basins, piping, pumps, meters, machinery, electrical instrumentation and controls, monitoring and communications equipment, heating, ventilation and air conditioning equipment, chemical and other storage and feed systems, and other equipment and facilities constructed by CH2M HILL and accepted by SRWA pursuant to the terms of the Design-Build Contract, (b) the river intake infiltration gallery constructed by TID in 2002-03, and (c) the wet well and associated improvements constructed by SRWA in 2018-20 pursuant to its Raw Water Pump Station, Phase 1 Project.

1.17. “Project Sites” mean the real property parcels and easements on which the Project Facilities are located.

1.18. “SRWA” means Stanislaus Regional Water Authority.

1.19. “Technical Committee” means the Technical Committee established by section 12 of the Operations Agreement.

1.20. “TID” means Turlock Irrigation District.

1.21. “Turlock” means the City of Turlock.

2. Recitals. This Agreement is made with reference to the following background recitals:

2.1. The Cities formed SRWA pursuant to the Joint Powers Agreement. SRWA was established to design, construct, own, and operate the Project. In 2015, TID agreed to provide raw water for the Project.

2.2. In 2020, SRWA and CH2M HILL approved the Design-Build Contract. Since then, CH2M HILL has been designing, constructing, and installing the Project Facilities (excluding the pre-existing Project Facilities referred to in section 2.2) in accordance with the Design-Build Contract. Under the current construction schedule, CH2M HILL expects to substantially complete construction and start acceptance testing and start-up in or about April 2023. After completion of these tasks and approval by SRWA, SRWA will accept the completed work from CH2M HILL. Commencing on the Acceptance Date, SRWA and its operations staff must begin the operation and management of the Project Facilities. Under the current construction schedule, CH2M HILL expects to achieve the Acceptance Date in or about August 2023.

2.3. In September 2022, Turlock submitted a proposal to SRWA to provide staffing to Operate the Project Facilities. At a meeting on September 22, 2022, the Board preliminarily approved the Turlock proposal subject to the preparation and approval of the Operations Agreement and this Agreement. Government Code section 54981 and the Joint Powers Agreement authorize SRWA to contract with Turlock for the performance by Turlock of municipal services and functions, including utility services. After September 22, 2022, Board

requested General Management Services included in the original Turlock proposal be subject to a separate agreement to memorialize the SRWA role in hiring a General Manager under the Joint Powers Agreement and Bylaws.

2.4. The Parties acknowledge that the General Manager Services to be performed by Turlock and the Municipal Services Director under this Agreement will directly and significantly further the objectives of the parties to the SRWA of providing a safe and reliable water supply to its residents and, consequently, the work to be performed by the Municipal Services Director will further and be consistent with the director's primary responsibilities as a Turlock employee.

3. Term and Termination. This Agreement shall take effect on the date set forth at the top of the Agreement and shall remain in effect until terminated as provided in this section. This Agreement may be terminated as follows: (a) by the mutual written consent of the Parties, which shall specify the termination date; (b) by a Party for any reason upon providing at least 60 days prior written notice of termination to the other Parties; (c) by mutual written consent by Ceres and Turlock which shall specify the termination date and upon which Ceres shall have a right of first refusal to provide the General Manager Services pursuant to a Ceres operations agreement to be approved by the Parties; or, (d) by Turlock for any reason upon providing at least 60 days prior written notice of termination to the other Parties and upon which Ceres shall have a right of first refusal to provide the General Manager Services pursuant to a Ceres operations agreement to be approved by the Parties. Any action to terminate the Agreement requires approval by the Party's governing board. In the event of termination, SRWA will compensate Turlock for Services performed and costs incurred up to the effective date of termination in accordance with section 6.

4. Scope of Services. Turlock shall provide General Manager Services for and on behalf of SRWA, subject to Board direction and oversight:

4.1. **Services Generally.** Commencing on the Acceptance Date, Turlock shall provide General Manager Services to the SRWA through its Municipal Services Director which shall include the duties described in the Joints Powers Agreement, the Bylaws and the Operations Agreement, the SRWA General Manager Job Description set forth herein as **Exhibit A**, as well as any other duties delineated by the Board.

4.2. **Governing Documents.** The General Manager shall be responsible for ensuring that SRWA is in compliance with all Governing Documents.

4.3. **Operations Agreement.** The General Manager shall be responsible for ensuring the obligations under the Operations Agreement are performed.

4.4. **Board.** The General Manager shall be responsible for keeping the Board informed of all significant events affecting operations of the SRWA and the Project.

4.5. **Policy Committee and Technical Committee.** The General Manager shall provide, or cause to be provided, the necessary support for the Policy Committee and the Technical Committee as those committees are defined in the Operations Agreement.

4.6. **Public Representation.** Represent SRWA in public meetings with local, state, and federal officials.

5. SRWA Rights

5.1. Appointment. The Board hereby appoints the Municipal Services Director as General Manager.

5.2. Pleasure of the Board. The General Manager serves at the pleasure of the Board and the Board may therefore dismiss the General Manager at any time and for any reason. Dismissal of the General Manager shall not terminate the Agreement, but the Agreement may be terminated pursuant to section 3. The General Manager may be a Ceres or Turlock employee or other individual pursuant to the SRWA Bylaws.

5.3. Job Description. The Board may approve or revise a General Manager job description from time to time, in which case the approved job description shall apply to General Manager Services.

6. Compensation. In consideration of the provision of General Manager Services by the Turlock, SRWA agrees to pay and reimburse Turlock as provided in this section:

6.1. For costs of the General Manager, SRWA shall pay a sum equal to five percent (5%) of the actual salary and costs of employee benefits of the Turlock Municipal Services Director.

6.2. For overhead related to the General Manager, SRWA shall pay a sum equal to 15% of the total sum to be paid under section 6.1. Overhead includes and covers all Turlock costs and expenses relating to workers' compensation and other insurance, human relations/personnel, payroll, Turlock legal services, use of Turlock buildings and structures, interest, taxes, and administering this Agreement.

6.3. For any business-related travel or other business-related expense incurred by the General Manager that is directly related to the General Manager Services, SRWA shall reimburse such actual, direct, necessary, commercially reasonable, and substantiated costs (without markup) in accordance with the SRWA expense reimbursement policy, as the same may be amended from time to time by the Board.

6.4. Any vehicle use by the General Manager shall be covered under the Operations Agreement.

6.5. By the 15th of the following month, Turlock shall prepare and submit to SRWA an invoice showing the calculation of the sums due under sections 6.1 - 6.4 for the previous month and total fee due for the that month in a form and content satisfactory to SRWA and including an itemization of the reimbursable expenditures. Upon receipt of an invoice, SRWA (through its General Manager) shall evaluate it and confirm whether it is consistent with sections 6.1 - 6.4 and, upon such confirmation, SRWA will pay the invoice to Turlock within thirty (30) days of its receipt.

7. Turlock Employer Responsibilities. Turlock staff performing Services under this Agreement shall be and remain at all times employees of Turlock and limited agents of SRWA only for performing the General Manager Services provided for by this Agreement. Turlock shall comply with and implement all employment-related Applicable Law regarding its employees.

Turlock will be solely responsible for paying all employee staff salaries, wages, benefits, pension, taxes, withholding, insurance, and any other required or discretionary compensation. Turlock employees performing the Services shall be subject to Turlock's personnel policies, rules and regulations and, if applicable, collective bargaining agreement(s). Turlock shall be responsible for keeping and maintaining the employment, personnel, and payroll related records and files of its employees. SRWA's sole liability to Turlock for the General Manager Services provided under this Agreement shall be payment of the compensation described in section 6.

8. Insurance

8.1. Turlock shall procure and maintain for the duration of this Agreement workers' compensation insurance or self-insurance covering Turlock staff pursuant to the requirements of the California Labor Code. In accordance with Labor Code section 3602(d), the Parties intend that this obligation constitute a valid and enforceable agreement by which Turlock agrees to obtain, and shall obtain, workers' compensation coverage for Turlock staff working for the SRWA pursuant to this Agreement. SRWA therefore shall not be subject to civil, criminal, or other penalties for failure to provide workers' compensation coverage or tort liability in the event of an injury to or illness of Turlock staff suffered in the course of providing Services to SRWA under this Agreement. Turlock is responsible for reporting any reportable injuries and illnesses on its OSHA 300 log and for other employer workplace incident reporting obligations involving the Services or its personnel.

9. Indemnity and Liability

9.1. SRWA shall indemnify, defend, protect, and hold harmless the Cities and their officers, employees, and agents, from and against any and all liability, losses, claims, damages, expenses, and costs (including attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of or in connection with SRWA's negligence, willful misconduct, or performance under this Agreement or failure to perform under this Agreement, except as otherwise provided or limited by law.

9.2. Turlock shall indemnify, defend, protect, and hold harmless SRWA and Ceres and their officers, employees, and agents, from and against any and all liability, losses, claims, damages, expenses, and costs (including attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of or in connection with Turlock's negligence, willful misconduct, or performance under this Agreement or failure to perform under this Agreement, except as otherwise provided or limited by law.

9.3. These indemnity obligations shall survive and continue in full force and effect after termination of this Agreement for any reason with respect to any actions or omissions that occurred before the date of termination. The indemnity provisions of this section shall apply in lieu of the right of contribution provisions at Government Code sections 895 to 895.8.

10. Conflict of Interest. Turlock and its personnel shall comply with applicable conflict of interest laws, including the SRWA conflict of interest code and including (to the extent required by the code) the timely preparation and filing of Form 700 disclosure statements.

11. General Provisions

11.1. Entire Agreement. The Parties intend this document to be the sole, final, complete, exclusive, and integrated expression and statement of the terms of their contract concerning the subject matter of this document. This Agreement supersedes all prior oral or written negotiations, representations, contracts, or other documents that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

11.2. Construction and Interpretation. The Parties agree and acknowledge that this Agreement has been arrived at through negotiation, and that each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.

11.3. Waiver. The waiver at any time by any Party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

11.4. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved and executed by all Parties. Amendment by the Parties requires approval by the respective governing board of each Party.

11.5. Assignment. This Agreement and all rights and obligations under it are personal to the Parties. The Agreement may not be transferred, assigned, or delegated, in whole or in part, whether by assignment, merger, operation of law, or otherwise, by a Party without the prior written consent of the other Parties. Any transfer, assignment, or delegation in violation of this provision is null and void. Such prior written consent requires approval by the respective governing board of each Party.

11.6. Force Majeure. A Party is excused from an obligation under this Agreement in the event that the Party is rendered unable, wholly or in part, by Force Majeure to carry out the obligation. A Party's performance will be suspended only during the continuance of the Force Majeure condition and the Party will perform all other obligations not affected by the Force Majeure condition. Upon the occurrence of an event of Force Majeure, the Party claiming Force Majeure must give notice and full particulars of the Force Majeure in writing to the other Parties and, to the extent reasonably practical, use its best efforts to promptly implement a plan to ensure the continued ability to perform its obligations and promptly bring to an end the Force Majeure condition.

11.7. Third-Party Beneficiary. This Agreement does not create and shall not be construed to create any third-party beneficiaries and this Agreement is for the sole benefit of the Parties. No other person or entity has enforceable rights or remedies under the Agreement.

11.8. Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive and are in addition to any other remedies that may be provided by law or equity. A Party's exercise of any remedy under this Agreement will not prejudice or affect the enforcement of any other remedy.

11.9. Further Assurances and Cooperation. In order to carry out and give full effect to this Agreement, each Party will use all reasonable efforts to provide such information, sign and deliver such further instruments and documents, and take such actions as may be reasonably

requested by another Party, so long as not inconsistent with the provisions of this Agreement and not involving the assumption of obligations or liabilities different from, in excess of, or in addition to those expressly provided for in this Agreement. The Parties will reasonably cooperate with each other to carry out the purpose and intent of this Agreement, including assisting in obtaining Approvals from regulatory agencies required to perform the obligations under this Agreement.

11.10. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement must be in writing and delivered either (a) in person, (b) by prepaid, certified U.S. mail, return receipt requested. (c) by a nationally-recognized commercial overnight courier service that guarantees next day delivery and provides a receipt, or (d) by email with confirmed receipt. Such notices, etc. shall be addressed as follows:

<p>SRWA: Secretary Stanislaus Regional Water Authority c/o City of Ceres 2220 Magnolia Street Ceres, CA 95307 angelica.gonsalves@ci.ceres.ca.us</p>	<p>City of Turlock: City Manager City of Turlock 156 S. Broadway Turlock, CA 95380 rwilson@turlock.ca.us</p>
<p>City of Ceres: City Manager City of Ceres 2220 Magnolia Street Ceres, CA 95307</p>	

Notice given as above will be deemed given (a) when delivered in person, (b) the date of delivery shown on the U.S. mail return receipt, (c) on the date of delivery as shown on the overnight courier service receipt, or (d) upon the sender's receipt of an email from the other

Parties confirming the delivery of the notice, etc. Any Party may change its contact information by notifying the other Parties of the change in the manner provided above.

STANISLAUS REGIONAL WATER
AUTHORITY

CITY OF TURLOCK

Dated: _____, 2023

Dated: _____, 2023

By: _____
Robert Granberg
General Manager

By: _____
Reagan Wilson
City Manager

Attest: _____

Attest: _____

Approved as to form and content:

Approved as to form and content:

Jennifer Buckman
General Counsel

George A. Petrulakis
City Attorney

CITY OF CERES

Dated: _____, 2023

By: _____

City Manager

Attest: _____

Approved as to form and content:

Nubia I. Goldstein
City Attorney



From: Jennifer Buckman, SRWA Counsel

Prepared by: Jennifer Buckman, SRWA Counsel

1. DISCUSSION ITEMS

Adoption of Resolution No. 2023-003 approving revisions to the existing SRWA Procurement Policy

2. DISCUSSION

At its meeting in November 2022, the Board adopted Resolution 2022-008, which approved SRWA's procurement and purchasing policy ("Procurement Policy"). When the Procurement Policy was adopted, the parties were still in negotiations regarding the Stanislaus Regional Water Authority Regional Surface Water Supply Project Operations Agreement (the "Operations Agreement"), which was not finalized until January 2023. Under the Operations Agreement, Turlock assumed responsibility for day-to-day operations of the water treatment plant. Due to the timing, the full scope of the Operations Agreement was not entirely clear when the SRWA Procurement Policy was adopted.

Earlier this year, some confusion arose regarding whether purchases of large equipment deemed necessary to perform the Operations Agreement should be approved by the SRWA Board under the SRWA procurement policy. SRWA counsel conferred with the City Attorneys and the Finance Director, and staff are in agreement that equipment and supplies that will be owned, operated, insured and maintained by Turlock does not need to be subject to the SRWA Procurement Policy. Accordingly, staff proposes a revision to the SRWA Procurement Policy to clarify that it does not apply to supplies purchased under the Operations Agreement that will not be owned by SRWA.

3. FISCAL IMPACT / BUDGET AMENDMENT:

N/A. This proposal concerns the methods by which certain types of expenditures made under the Operations Agreement are approved. It does not authorize any new expenditures, alter any aspect of the existing agreement, or have any budgetary impact.



4. STAFF COMMENTS:

After the SRWA General Manager flagged this issue, SRWA Counsel consulted with both the Finance Director and the General Manager, as well as both City Attorneys, in crafting this proposed resolution.

5. ENVIRONMENTAL DETERMINATION:

N/A. This item does not constitute a project under CEQA, and it is exempt from CEQA review as an organizational or administrative activity of a government agency.

6. ALTERNATIVES:

The SRWA board could choose not to vote to revise the Procurement Policy, and the potential conflict between the Operations Agreement and the SRWA Procurement Policy could be worked out via an administrative interpretation of the Procurement Policy, or some other method.

ATTACHMENTS:

- a) Redline showing changes to Existing SRWA Procurement Policy
- b) Proposed revised SRWA Procurement Policy



**BEFORE THE GOVERNING BOARD OF THE STANISLAUS REGIONAL
WATER AUTHORITY**

IN THE MATTER OF ~~AMEND~~**ADOPTING**
PROCUREMENT AND PURCHASING
POLICY

RESOLUTION NO. 202~~2~~**3**-xx

}
}
}
}

BE IT RESOLVED by the Governing Board of the Stanislaus Regional Water Authority (SRWA) that the following SRWA procurement and purchasing policy is ~~adopted~~**amended to read as follows**:

1. Purpose and Authority. The purpose of this policy is to establish the SRWA regulations, procedures, and policies governing procurement, purchasing, contracting, and expenditures. This policy is adopted pursuant to Government Code sections 4526 and 54202, Public Contract Code sections 20160 - 20174, other applicable law, and Joint Powers Agreement articles IX(A), X and XIII.

2. Definitions

- a. "Amendment" means any Contract amendment, supplement, or change order.
- b. "Board" means SRWA Governing Board.
- c. "Contract" means any contract, agreement, purchase order, or equipment or vehicle lease.
- d. "Contract Price" means the lump sum price stated in a Contract, not-to-exceed price stated in a Contract, or, if a Contract lacks a lump sum price and not-to-exceed price, the maximum potential cost for the term of the Contract or the estimated value of the Contract.
- e. "Emergency" means a sudden, unexpected occurrence or incident that poses a clear and imminent danger or threat, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.
- f. "Expenditure" means any SRWA expenditure, purchase, or Contract relating to an SRWA expense item, including, but not necessarily limited to, the purchase of

Supplies, professional, consultant or service Contracts (including equipment service, maintenance, or repair Contracts), Public Works Contract, utility service accounts and agreements, and procurement of insurance and bonds.

g. “Joint Powers Agreement” means the Amended Drinking Water Supply Project Joint Exercise of Powers Agreement Between the Cities of Ceres and Turlock for the Purpose of Creating a Joint Powers Authority Responsible for Decisions in Certain Matters Pertaining to the Municipal and Industrial Water Supply Programs for the Aforementioned Public Entities dated December 15, 2015, as amended.

h. “Lowest Responsible Responsive Bidder” for purposes of the purchase of Supplies under section 5 means the bidder that timely submits a complete and fully responsive bid and that best responds in price, quality, service, fitness, and capacity to meet the particular bid requirements; price alone will not be the determinative factor, but will be considered along with other relevant responsibility factors including, but not limited to, the ability of the bidder to deliver, quality, availability of parts or service, and prior SRWA or other experience with the bidder.

i. “Lowest Responsible Responsive Bidder” for purposes of Public Works bidding and contracting under section 7 shall have the meaning as found in applicable California case law (see, e.g., *Great West Contractors, Inc. v. Irvine Unified School District* (2010) 187 Cal.App.4th 1425).

j. “Public Works” means (a) a project for the erection, improvement, painting, or repair of public buildings and works, (b) work in or about streams, waterfronts, embankments, or other work for protection against overflow, (c) street or sewer work (except maintenance or repair), and (d) furnishing supplies or materials for any such project. (See Pub. Con. Code sec. 20161.)

k. “Purchasing Agent” means the SRWA General Manager (as appointed by the Board), Plant Manager (as designated by the City of Turlock under the Stanislaus Regional Water Authority Regional Surface Water Supply Project Operations Agreement), or their designee.

l. “SRWA” means Stanislaus Regional Water Authority.

m. “Supplies” means supplies, equipment, material, and merchandise, including vehicles, computers, other machines, office supplies, furniture, tools, spare parts, computer software, equipment and vehicle maintenance parts and supplies, and consumables (e.g., fuel, oil, lubricants, chemicals, sand, gravel).

3. Applicability. This policy applies to SRWA purchases of Supplies, approval of professional services, Public Works, and other Contracts, and approval of other Expenditures. This policy does not apply to Expenditures over \$50,000 for the purchase of Supplies by Turlock to fulfill its obligations under the Stanislaus Regional Water Authority Regional Surface Water Supply Project Operations Agreement when Turlock, and not SRWA, will own such Supplies. The Board for good cause may waive

or suspend any requirement of this policy so long as the action is consistent with applicable law and the Joint Powers Agreement.

4. Purchasing Agent. The Purchasing Agent shall have responsibility and authority to purchase Supplies, approve Contracts, and approve other Expenditures in accordance with this policy. The Purchasing Agent may delegate to other SRWA officers or operations staff the authority to make purchases, approve Contracts, and perform other duties in accordance this policy. The Purchasing Agent shall monitor and enforce performance under approved Contracts. The Purchasing Agent shall review, approve, and pay all invoices, bills, and other demands for payment submitted to SRWA for Contracts and Expenditures approved or authorized under this policy. The Purchasing Agent may adopt rules and procedures and prescribe and maintain appropriate forms to implement and supplement this policy so long as they are consistent with this policy, applicable law, and the Joint Powers Agreement.

5. Supplies and Expenditures (other than Professional Services and Public Works Contracts)

a. Expenditures Less Than \$50,000

(1) Authorization; Comparative Pricing. For the purchase of Supplies and other Expenditures of estimated value less than \$50,000 for which there are unappropriated funds available in the current approved SRWA budget for the item, the Purchasing Agent may make the Expenditure on the open market by seeking the most favorable terms and price either through negotiation, comparative pricing, or informal competitive bidding, whichever method the Purchasing Agent deems most appropriate in the circumstances. The Purchasing Agent may approve the Expenditure through a written invoice, purchase order, or Contract. If there are not unappropriated funds within the current approved SRWA budget for the particular Expenditure, it must be authorized by the Board.

(2) Exceptions. Negotiation, comparative pricing, or informal competitive bidding is not required for an Expenditure in the following situations: (i) the amount of the Expenditure is less than \$2,500; (ii) the Purchasing Agent determines that the Supplies can be obtained reasonably and efficiently only from one vendor or supplier; (iii) the Purchasing Agent determines that it is strongly preferred for efficient operations that the Supplies be of a particular model, brand, or make in order to match and be compatible with the model, brand, or make of existing in-use equipment or facility; (iv) the Supplies are to be purchased through or from the State of California or other federal, state, or local government group sale program; (v) the Purchasing Agent determines that the nature of the Expenditure is such that competitive proposals would not produce an advantage and negotiation, comparative pricing, or informal competitive bidding therefore would be undesirable, impractical, unfeasible, or impossible; or (vi) an Emergency purchase under section 8.

b. Expenditures Over \$50,000; Non-Supplies. For an Expenditure of estimated value over \$50,000 not involving Supplies, the Expenditure must be authorized by the Board

(except for an Emergency under section 8). The Purchasing Agent shall make a recommendation to the Board for the Expenditure by seeking the most favorable terms and price either through negotiation, comparative pricing, or informal competitive bidding, whichever method the Purchasing Agent deems most appropriate in the circumstances.

c. Expenditures Over \$50,000 for Supplies. A purchase of Supplies to be owned by SRWA of estimated value over \$50,000 must be made pursuant to the following bidding procedure:

(1) Bid Notice. The Purchasing Agent will prepare a notice inviting bids for the purchase, including a description of the Supplies to be purchased (including, if appropriate, reference to the bid specifications), the method to obtain more detailed information about the purchase, the deadline for receipt of sealed bids, and the time and place of the bid opening. The notice inviting bids will be posted on the SRWA website and distributed and noticed to responsible prospective suppliers and vendors in such a manner as the Purchasing Agent deems appropriate in the circumstances. The Purchasing Agent, in his or her discretion, may require bidders to post a bidder's security in a form and amount as determined by the Purchasing Agent. If a bidder's security is to be required, the bid security requirements must be set forth in the notice inviting bids.

(2) Bid Opening. At the time and place for the bid opening, the bids will be opened in public. The Purchasing Agent will tabulate all bids received and keep them open for public inspection. Any bids received after the bid receipt deadline will be returned to the bidder unopened.

(3) Bid Award. At the next Board meeting following the bid opening, the Purchasing Agent will present the bids to the Board and make a recommendation concerning an award to the Lowest Responsible Responsive Bidder. In its discretion, the Board may (i) award the purchase to the Lowest Responsible Responsive Bidder, (ii) reject all bids and re-advertise for bids, (iii) reject all bids and not proceed with the purchase, or (iv) reject all bids and direct that an open market purchase be made by the Purchasing Agent if the price to be paid on the open market would be less than the low bid. The Board may waive any irregularity, informality, or minor error in any bid that does not affect the bid price. Upon Board award to the Lowest Responsible Responsive Bidder, the purchase will be confirmed by a written invoice, purchase order, or Contract. If no responsive bids are received by the bid deadline, the Board may authorize the Purchasing Agent to approve the purchase on the open market by seeking the most favorable terms and price through negotiation, comparative pricing, or informal competitive bidding or through such other method as may be specified by the Board.

(4) Exceptions. Bidding will not be required for a purchase of Supplies in the following situations: (i) the Board determines that the Supplies can be obtained reasonably and efficiently only from one vendor or supplier; (ii) the Board determines that it is strongly preferred for efficient operations that the Supplies be of a

particular model, brand, or make in order to match and be compatible with the model, brand, or make of existing in-use equipment or facility; (iii) the Supplies are to be purchased through or from the State of California or other federal, state or local government group sale program; (iv) the Board determines that the nature of the purchase is such that competitive proposals would not produce an advantage and the solicitation of competitive bids therefore would be undesirable, impractical, unfeasible, or impossible; or (v) an Emergency under section 8.

6. Professional Service Contracts. The Purchasing Agent is authorized to enter into Contracts for accountant, attorney, architectural, engineering, environmental, land surveying, construction project management, and other professional services when (a) the total Contract Price does not exceed \$50,000, and (b) there are unappropriated funds available in the current approved SRWA budget for the item. When the total Contract Price exceeds or may exceed \$50,000, such as for a longer-term or open-ended Contract, the professional services Contract must be approved by the Board (except as otherwise provided for Emergencies under section 8). The Purchasing Agent shall implement procedures to select professional services on the basis of demonstrated competence and qualifications and at fair and reasonable prices. The Purchasing Agent in his or her discretion may utilize a request for proposals, request for qualifications, or informal solicitation process to select professional services.

7. Public Works Contracts

a. **Contracts Under \$5,000.** For a Public Works Contract with a Contract Price of \$5,000 or less and when there are unappropriated funds available in the current approved SRWA budget for the Contract, the Purchasing Agent may negotiate the Contract on the open market by seeking the most favorable terms and price either through negotiation, comparative pricing, or informal competitive bidding, whichever method the Purchasing Agent deems most appropriate in the circumstances. If there are not unappropriated funds within the approved budget, then the Contract must be approved by the Board.

b. **Contracts Over \$5,000.** A Public Works Contract with a Contract Price of greater than \$5,000 must be made pursuant to the bidding procedure and requirements at Public Contract Code sections 20160 - 20175. Following the receipt of bids, the Purchasing Agent will present the bids to the Board and make a recommendation on an award to the Lowest Responsible Responsive Bidder. In its discretion, the Board may (i) award the Contract to the Lowest Responsible Responsive Bidder and authorize Contract approval, (ii) reject all bids and re-advertise for bids, or (iii) reject all bids and not proceed with the Contract. The Board may waive any irregularity, informality, or minor error in any bid that does not affect the bid price.

c. **Exceptions.** Bidding will not be required for Public Works Contracts in the following situations: (i) there will be no cost to SRWA; (ii) Emergency contracting under section 8; or (iii) the Board finds and determines by resolution that the nature of the work is such that competitive proposals would be unavailing or would not

produce an advantage and the solicitation of competitive bids therefore would be undesirable, impractical, unfeasible, or impossible.

8. Emergency Expenditures

a. **Non-Public Works.** In case of an Emergency not involving the repair or replacement of a SRWA facility, building, structure, or equipment, the General Manager is authorized to make necessary Expenditures in the open market after first obtaining the consent (which may be verbal or via email) of the Board Chair or Vice Chair. Expenditures made under this subsection do not require prior Board approval and may be made without complying with the comparative pricing or bidding requirements. The General Manager thereafter must report promptly to the Board concerning the type and amount of the Expenditure and the Emergency circumstances warranting the Expenditure.

b. **Public Works.** Pursuant to Public Contract Code section 22050, the Board delegates to the General Manager the authority to repair and replace any SRWA facility, building, structure, or equipment and to take any other directly related immediate action in response to an Emergency, including procuring necessary contractors, equipment, services, and Supplies, without giving public notice for bids to let contracts. In the event of an Emergency, the General Manager may take such action and approve such Contracts as appropriate to respond to the Emergency in accordance and compliance with the requirements of section 22050.

9. Contract Amendments. After Board approval of any Contract, the Purchasing Agent may approve an Amendment to the Contract if (a) the total cumulative dollar value of the Amendment(s) does not exceed 10% of the Contract Price approved by the Board, and (b) there are unappropriated funds available in the current approved SRWA budget for the item. After Purchasing Agent approval of any Contract, the Purchasing Agent may approve an Amendment to the Contract so long as (a) the total cumulative Contract Price does not exceed \$50,000, and (b) there are unappropriated funds available in the current approved SRWA budget for the item. If the Amendment would cause the total cumulative Contract Price to exceed \$50,000 or if there are not unappropriated funds available in the current approved SRWA budget for the item, the Amendment must be approved by the Board.

10. Contract Approval Authority. For Contracts and Amendments within the Purchasing Agent's spending authority under this policy, the Purchasing Agent is authorized to approve and sign the Contract or Amendment on behalf of SRWA. For Contracts and Amendments exceeding the Purchasing Agent's spending authority, the Purchasing Agent is authorized to sign the Contract or Amendment after it has been approved or authorized by the Board pursuant to this policy.

11. Superseder. This policy supersedes the City of Turlock purchasing and procurement regulations (that were adopted as an interim measure in SRWA Bylaws

art. VI, sec. 9) and all other prior inconsistent SRWA resolutions, policies, and procedures.

PASSED AND ADOPTED at a regular meeting of the Board of the Stanislaus Regional Water Authority this ____ day of _____ 202~~2~~3, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Angelica Gonsalves, Board
Secretary



**BEFORE THE GOVERNING BOARD OF THE STANISLAUS REGIONAL
WATER AUTHORITY**

**IN THE MATTER OF AMENDING
PROCUREMENT AND PURCHASING
POLICY**

RESOLUTION NO. 2023-xx

}
}
}
}

BE IT RESOLVED by the Governing Board of the Stanislaus Regional Water Authority (SRWA) that the following SRWA procurement and purchasing policy is amended to read as follows:

1. Purpose and Authority. The purpose of this policy is to establish the SRWA regulations, procedures, and policies governing procurement, purchasing, contracting, and expenditures. This policy is adopted pursuant to Government Code sections 4526 and 54202, Public Contract Code sections 20160 - 20174, other applicable law, and Joint Powers Agreement articles IX(A), X and XIII.

2. Definitions

- a. "Amendment" means any Contract amendment, supplement, or change order.
- b. "Board" means SRWA Governing Board.
- c. "Contract" means any contract, agreement, purchase order, or equipment or vehicle lease.
- d. "Contract Price" means the lump sum price stated in a Contract, not-to-exceed price stated in a Contract, or, if a Contract lacks a lump sum price and not-to-exceed price, the maximum potential cost for the term of the Contract or the estimated value of the Contract.
- e. "Emergency" means a sudden, unexpected occurrence or incident that poses a clear and imminent danger or threat, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.
- f. "Expenditure" means any SRWA expenditure, purchase, or Contract relating to an SRWA expense item, including, but not necessarily limited to, the purchase of

Supplies, professional, consultant or service Contracts (including equipment service, maintenance, or repair Contracts), Public Works Contract, utility service accounts and agreements, and procurement of insurance and bonds.

g. “Joint Powers Agreement” means the Amended Drinking Water Supply Project Joint Exercise of Powers Agreement Between the Cities of Ceres and Turlock for the Purpose of Creating a Joint Powers Authority Responsible for Decisions in Certain Matters Pertaining to the Municipal and Industrial Water Supply Programs for the Aforementioned Public Entities dated December 15, 2015, as amended.

h. “Lowest Responsible Responsive Bidder” for purposes of the purchase of Supplies under section 5 means the bidder that timely submits a complete and fully responsive bid and that best responds in price, quality, service, fitness, and capacity to meet the particular bid requirements; price alone will not be the determinative factor, but will be considered along with other relevant responsibility factors including, but not limited to, the ability of the bidder to deliver, quality, availability of parts or service, and prior SRWA or other experience with the bidder.

i. “Lowest Responsible Responsive Bidder” for purposes of Public Works bidding and contracting under section 7 shall have the meaning as found in applicable California case law (see, e.g., *Great West Contractors, Inc. v. Irvine Unified School District* (2010) 187 Cal.App.4th 1425).

j. “Public Works” means (a) a project for the erection, improvement, painting, or repair of public buildings and works, (b) work in or about streams, waterfronts, embankments, or other work for protection against overflow, (c) street or sewer work (except maintenance or repair), and (d) furnishing supplies or materials for any such project. (See Pub. Con. Code sec. 20161.)

k. “Purchasing Agent” means the SRWA General Manager (as appointed by the Board), Plant Manager (as designated by the City of Turlock under the Stanislaus Regional Water Authority Regional Surface Water Supply Project Operations Agreement), or their designee.

l. “SRWA” means Stanislaus Regional Water Authority.

m. “Supplies” means supplies, equipment, material, and merchandise, including vehicles, computers, other machines, office supplies, furniture, tools, spare parts, computer software, equipment and vehicle maintenance parts and supplies, and consumables (e.g., fuel, oil, lubricants, chemicals, sand, gravel).

3. Applicability. This policy applies to SRWA purchases of Supplies, approval of professional services, Public Works, and other Contracts, and approval of other Expenditures. This policy does not apply to Expenditures over \$50,000 for the purchase of Supplies by Turlock to fulfill its obligations under the Stanislaus Regional Water Authority Regional Surface Water Supply Project Operations Agreement when Turlock, and not SRWA, will own such Supplies. The Board for good cause may waive

or suspend any requirement of this policy so long as the action is consistent with applicable law and the Joint Powers Agreement.

4. Purchasing Agent. The Purchasing Agent shall have responsibility and authority to purchase Supplies, approve Contracts, and approve other Expenditures in accordance with this policy. The Purchasing Agent may delegate to other SRWA officers or operations staff the authority to make purchases, approve Contracts, and perform other duties in accordance this policy. The Purchasing Agent shall monitor and enforce performance under approved Contracts. The Purchasing Agent shall review, approve, and pay all invoices, bills, and other demands for payment submitted to SRWA for Contracts and Expenditures approved or authorized under this policy. The Purchasing Agent may adopt rules and procedures and prescribe and maintain appropriate forms to implement and supplement this policy so long as they are consistent with this policy, applicable law, and the Joint Powers Agreement.

5. Supplies and Expenditures (other than Professional Services and Public Works Contracts)

a. Expenditures Less Than \$50,000

(1) Authorization; Comparative Pricing. For the purchase of Supplies and other Expenditures of estimated value less than \$50,000 for which there are unappropriated funds available in the current approved SRWA budget for the item, the Purchasing Agent may make the Expenditure on the open market by seeking the most favorable terms and price either through negotiation, comparative pricing, or informal competitive bidding, whichever method the Purchasing Agent deems most appropriate in the circumstances. The Purchasing Agent may approve the Expenditure through a written invoice, purchase order, or Contract. If there are not unappropriated funds within the current approved SRWA budget for the particular Expenditure, it must be authorized by the Board.

(2) Exceptions. Negotiation, comparative pricing, or informal competitive bidding is not required for an Expenditure in the following situations: (i) the amount of the Expenditure is less than \$2,500; (ii) the Purchasing Agent determines that the Supplies can be obtained reasonably and efficiently only from one vendor or supplier; (iii) the Purchasing Agent determines that it is strongly preferred for efficient operations that the Supplies be of a particular model, brand, or make in order to match and be compatible with the model, brand, or make of existing in-use equipment or facility; (iv) the Supplies are to be purchased through or from the State of California or other federal, state, or local government group sale program; (v) the Purchasing Agent determines that the nature of the Expenditure is such that competitive proposals would not produce an advantage and negotiation, comparative pricing, or informal competitive bidding therefore would be undesirable, impractical, unfeasible, or impossible; or (vi) an Emergency purchase under section 8.

b. Expenditures Over \$50,000; Non-Supplies. For an Expenditure of estimated value over \$50,000 not involving Supplies, the Expenditure must be authorized by the Board

(except for an Emergency under section 8). The Purchasing Agent shall make a recommendation to the Board for the Expenditure by seeking the most favorable terms and price either through negotiation, comparative pricing, or informal competitive bidding, whichever method the Purchasing Agent deems most appropriate in the circumstances.

c. Expenditures Over \$50,000 for Supplies. A purchase of Supplies to be owned by SRWA of estimated value over \$50,000 must be made pursuant to the following bidding procedure:

(1) Bid Notice. The Purchasing Agent will prepare a notice inviting bids for the purchase, including a description of the Supplies to be purchased (including, if appropriate, reference to the bid specifications), the method to obtain more detailed information about the purchase, the deadline for receipt of sealed bids, and the time and place of the bid opening. The notice inviting bids will be posted on the SRWA website and distributed and noticed to responsible prospective suppliers and vendors in such a manner as the Purchasing Agent deems appropriate in the circumstances. The Purchasing Agent, in his or her discretion, may require bidders to post a bidder's security in a form and amount as determined by the Purchasing Agent. If a bidder's security is to be required, the bid security requirements must be set forth in the notice inviting bids.

(2) Bid Opening. At the time and place for the bid opening, the bids will be opened in public. The Purchasing Agent will tabulate all bids received and keep them open for public inspection. Any bids received after the bid receipt deadline will be returned to the bidder unopened.

(3) Bid Award. At the next Board meeting following the bid opening, the Purchasing Agent will present the bids to the Board and make a recommendation concerning an award to the Lowest Responsible Responsive Bidder. In its discretion, the Board may (i) award the purchase to the Lowest Responsible Responsive Bidder, (ii) reject all bids and re-advertise for bids, (iii) reject all bids and not proceed with the purchase, or (iv) reject all bids and direct that an open market purchase be made by the Purchasing Agent if the price to be paid on the open market would be less than the low bid. The Board may waive any irregularity, informality, or minor error in any bid that does not affect the bid price. Upon Board award to the Lowest Responsible Responsive Bidder, the purchase will be confirmed by a written invoice, purchase order, or Contract. If no responsive bids are received by the bid deadline, the Board may authorize the Purchasing Agent to approve the purchase on the open market by seeking the most favorable terms and price through negotiation, comparative pricing, or informal competitive bidding or through such other method as may be specified by the Board.

(4) Exceptions. Bidding will not be required for a purchase of Supplies in the following situations: (i) the Board determines that the Supplies can be obtained reasonably and efficiently only from one vendor or supplier; (ii) the Board determines that it is strongly preferred for efficient operations that the Supplies be of a

particular model, brand, or make in order to match and be compatible with the model, brand, or make of existing in-use equipment or facility; (iii) the Supplies are to be purchased through or from the State of California or other federal, state or local government group sale program; (iv) the Board determines that the nature of the purchase is such that competitive proposals would not produce an advantage and the solicitation of competitive bids therefore would be undesirable, impractical, unfeasible, or impossible; or (v) an Emergency under section 8.

6. Professional Service Contracts. The Purchasing Agent is authorized to enter into Contracts for accountant, attorney, architectural, engineering, environmental, land surveying, construction project management, and other professional services when (a) the total Contract Price does not exceed \$50,000, and (b) there are unappropriated funds available in the current approved SRWA budget for the item. When the total Contract Price exceeds or may exceed \$50,000, such as for a longer-term or open-ended Contract, the professional services Contract must be approved by the Board (except as otherwise provided for Emergencies under section 8). The Purchasing Agent shall implement procedures to select professional services on the basis of demonstrated competence and qualifications and at fair and reasonable prices. The Purchasing Agent in his or her discretion may utilize a request for proposals, request for qualifications, or informal solicitation process to select professional services.

7. Public Works Contracts

a. **Contracts Under \$5,000.** For a Public Works Contract with a Contract Price of \$5,000 or less and when there are unappropriated funds available in the current approved SRWA budget for the Contract, the Purchasing Agent may negotiate the Contract on the open market by seeking the most favorable terms and price either through negotiation, comparative pricing, or informal competitive bidding, whichever method the Purchasing Agent deems most appropriate in the circumstances. If there are not unappropriated funds within the approved budget, then the Contract must be approved by the Board.

b. **Contracts Over \$5,000.** A Public Works Contract with a Contract Price of greater than \$5,000 must be made pursuant to the bidding procedure and requirements at Public Contract Code sections 20160 - 20175. Following the receipt of bids, the Purchasing Agent will present the bids to the Board and make a recommendation on an award to the Lowest Responsible Responsive Bidder. In its discretion, the Board may (i) award the Contract to the Lowest Responsible Responsive Bidder and authorize Contract approval, (ii) reject all bids and re-advertise for bids, or (iii) reject all bids and not proceed with the Contract. The Board may waive any irregularity, informality, or minor error in any bid that does not affect the bid price.

c. **Exceptions.** Bidding will not be required for Public Works Contracts in the following situations: (i) there will be no cost to SRWA; (ii) Emergency contracting under section 8; or (iii) the Board finds and determines by resolution that the nature of the work is such that competitive proposals would be unavailing or would not

produce an advantage and the solicitation of competitive bids therefore would be undesirable, impractical, unfeasible, or impossible.

8. Emergency Expenditures

a. **Non-Public Works.** In case of an Emergency not involving the repair or replacement of a SRWA facility, building, structure, or equipment, the General Manager is authorized to make necessary Expenditures in the open market after first obtaining the consent (which may be verbal or via email) of the Board Chair or Vice Chair. Expenditures made under this subsection do not require prior Board approval and may be made without complying with the comparative pricing or bidding requirements. The General Manager thereafter must report promptly to the Board concerning the type and amount of the Expenditure and the Emergency circumstances warranting the Expenditure.

b. **Public Works.** Pursuant to Public Contract Code section 22050, the Board delegates to the General Manager the authority to repair and replace any SRWA facility, building, structure, or equipment and to take any other directly related immediate action in response to an Emergency, including procuring necessary contractors, equipment, services, and Supplies, without giving public notice for bids to let contracts. In the event of an Emergency, the General Manager may take such action and approve such Contracts as appropriate to respond to the Emergency in accordance and compliance with the requirements of section 22050.

9. Contract Amendments. After Board approval of any Contract, the Purchasing Agent may approve an Amendment to the Contract if (a) the total cumulative dollar value of the Amendment(s) does not exceed 10% of the Contract Price approved by the Board, and (b) there are unappropriated funds available in the current approved SRWA budget for the item. After Purchasing Agent approval of any Contract, the Purchasing Agent may approve an Amendment to the Contract so long as (a) the total cumulative Contract Price does not exceed \$50,000, and (b) there are unappropriated funds available in the current approved SRWA budget for the item. If the Amendment would cause the total cumulative Contract Price to exceed \$50,000 or if there are not unappropriated funds available in the current approved SRWA budget for the item, the Amendment must be approved by the Board.

10. Contract Approval Authority. For Contracts and Amendments within the Purchasing Agent's spending authority under this policy, the Purchasing Agent is authorized to approve and sign the Contract or Amendment on behalf of SRWA. For Contracts and Amendments exceeding the Purchasing Agent's spending authority, the Purchasing Agent is authorized to sign the Contract or Amendment after it has been approved or authorized by the Board pursuant to this policy.

11. Superseder. This policy supersedes the City of Turlock purchasing and procurement regulations (that were adopted as an interim measure in SRWA Bylaws

art. VI, sec. 9) and all other prior inconsistent SRWA resolutions, policies, and procedures.

PASSED AND ADOPTED at a regular meeting of the Board of the Stanislaus Regional Water Authority this ____ day of _____ 2023, by the following vote:

AYES:
NOES:
NOT PARTICIPATING:
ABSENT:

ATTEST:

Angelica Gonsalves, Board
Secretary



9B
July 20, 2023

To: SRWA Board

From: Dale Goodman, Municipal Services Director-Turlock

Subject: Hiring update

On October 11, 2022, City of Turlock Council approved the establishment of new job classifications/descriptions related to the SRWA Water Treatment Plant. The City of Turlock has been continuously recruiting for vacant SRWA positions.

The SRWA Water Treatment Plant is rated as a Treatment 5/Distribution 4 (T-5/D-4) plant, which means that the designated Chief Treatment Officer has to have a T-5 certification, and the Chief Distribution Officer has to have a D-4 certification. One person may hold both certifications, but it is not required.

It has been determined that while the Water Treatment Plant Operator, Senior position is required to have a T-3 certification, it is acceptable operationally to have a D-2 certification so long as the designated Chief Distribution Officer has a D-4 certification. The Water Treatment Plant Supervisor (T-4/D-4) will be the designated Chief Distribution Officer. Additionally, the City of Turlock has another management employee who possesses the D-4 certification and is qualified to respond to emergent distribution issues for the SRWA Water Treatment Plant and can be designated as the Chief Distribution Officer.

The Water Treatment Plan Operator, Senior job description has been revised to reflect the certification requirements as T-3/D-2, with the D-3 to be obtained within 24 months of hire.

To date, we have been unsuccessful in filing the five (5) vacant Water Treatment Plant Operator, Senior positions. The job description revision along with the signing/retention bonus approved by Council on June 13, 2023 for the Water Treatment Plant Operator, Senior position, should rapidly increase the applicant pool to fill these positions and more accurately reflects/clarifies the requirements.

The revised job description for Water Treatment Plant Operator II position more accurately reflects/clarifies the requirements.

The revised job description for Water Treatment Plant Operator I position more accurately reflects/clarifies the requirements.

Turlock City Employees Association (TCEA) was conferred with on these revised job descriptions and does not have any objections to these changes.



WATER TREATMENT PLANT OPERATOR I

DESCRIPTION:

Under general direction, the Water Treatment Plant Operator Apprentice learns to operate, monitor, and inspect the Water Treatment Plant and ancillary facilities.

This classification is assigned to the Turlock City Employees Association bargaining unit for labor relations purposes and is subject to overtime, call back, and standby assignments.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the Water Treatment Plant Operations Supervisor and may receive technical direction from the Senior Water Treatment Plant Operator or Water Treatment Plant Operator.

ESSENTIAL FUNCTIONS - Duties may include, but are not limited to the following:

- Learn to operate all necessary water treatment plant equipment to deliver potable water to the customers including plant flow rate and chemical.
- Learn to compute chemical dosages and flow rates.
- Learn to operate pumps, valves, and other equipment manually and remotely.
- Learn to inspect, adjust, and operate equipment as required.
- Learn to conduct water treatment sampling and process analysis, [including jar testing](#).
- Learn to maintain necessary reports and records.
- Observe and enforce safety rules.
- Learn to maintain proper chemical applications and storage.
- Learn to coordinate the delivery and receipt of plant chemicals and materials.
- Learn to monitor processes using a SCADA control system.
- Participate in special projects or studies as assigned.
- Assist with the preparation of technical and administrative reports, and other written documents, including the submittal of all regulatory required reports.
- Build and maintain positive relationships with staff through clear and concise communication.
- Subject to rotating shifts, nights, weekends, and holidays.
- Other duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- To learn principles and practices of water treatment, water transmission, and water storage.
- To learn drinking water quality regulations.
- To learn equipment, tools and materials use in the operation and maintenance of the water treatment plant.
- Safety rules and regulations.
- To learn hydraulics, applied mathematics, chemical metering, pumps, SCADA and chemicals used in water treatment.
- To learn water sampling and analysis, including jar testing.
- Use of modern office equipment and applicable software.

Ability to:

- Ability to follow oral and written instruction.
- Assess changing conditions and initiate appropriate action.
- Operate modern office equipment and software programs.
- Communicate clearly and concisely orally and in writing.

EDUCATION AND EXPERIENCE

Any combination of education, training and experience that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and ability is as follows:

Education:

Equivalent to a high school education.

Experience:

[Successful completion of the Experience in a Water Treatment Plant Apprentice Program or equivalent program in water treatment plant operation is desirable but not required. Therefore, no experience is necessary.](#)

LICENSE AND/OR CERTIFICATES

License:

Possession of an appropriate, valid Class C California Driver's License at the time of appointment, to be maintained as a condition of continued employment.

Certificate(s):

- Possession of a valid California Water Treatment Operator T-1 or higher Certificate at the time of appointment with the ability to acquire a Water Treatment Operator T-2 Certificate in 18 months of appointment to the position.
- Ability to acquire a California Water Distribution Operator D-2 Certificate in 18 months of appointment to the position.

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read, write and make observations, operate hand and power tools, vehicles and heavy equipment; hear well enough to converse on the radio, telephone and in person; bodily mobility to walk, bend, stand, crouch or climb for extended periods of time, operate assigned equipment and vehicles and perform heavy manual labor for extended periods; ability to tolerate extreme fluctuations in temperature while performing essential functions and be able to lift equipment on a frequent basis 25lbs, and on an occasional basis 50lbs.

Reviewed and approved: _____
Personnel Officer

Date

October 2022
[Revised July 25, 2023](#)



WATER TREATMENT PLANT OPERATOR II

DESCRIPTION:

Under general direction, the Water Treatment Plant Operator is responsible to operate, monitor, and inspect the Water Treatment Plant and ancillary facilities.

This classification is assigned to the Turlock City Employees Association bargaining unit for labor relations purposes and is subject to overtime, call back, and standby assignments.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the Water Treatment Plant Operations Supervisor and may receive technical direction from the Senior Water Treatment Plant Operator.

ESSENTIAL FUNCTIONS - Duties may include, but are not limited to the following:

- Operate all necessary water treatment plant equipment to deliver potable water to the customers including plant flow rate and chemical.
- Compute chemical dosages and flow rates.
- Operate pumps, valves, and other equipment manually and remotely.
- Inspect, adjust, and operate equipment as required.
- Conduct water treatment sampling and process analysis, including jar testing.
- Maintain necessary reports and records.
- Observe and enforce safety rules.
- Under close supervision from Senior Water Treatment Plant Operator, control plant operations using SCADA.
- Maintain proper chemical applications and storage.
- Coordinate the delivery and receipt of plant chemicals and materials.
- Maintain accurate records and prepare reports regarding plant operations and water quality.
- Ensure that all analyzers and monitoring equipment are appropriately sending and storing accurate information via a cyber-secure SCADA system.
- Monitor processes using a SCADA control system.
- Participate in studies related to plant and filter rerating including operation of parallel pilot filters.
- Participate in special projects or studies as assigned.

- Assist with the preparation of technical and administrative reports, and other written documents, including the submittal of all regulatory required reports.
- Build and maintain positive relationships with staff, Cities employees, outside agencies, and the public through clear and concise communication.
- Subject to rotating shifts, including nights, weekends, and holidays. On Call may be required.
- Other duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Principles and practices of water treatment, water transmission, and water storage.
- Drinking water quality regulations.
- Equipment, tools, and materials use in the operation and maintenance of the water treatment plant.
- Safety rules and regulations.
- Hydraulics, applied mathematics, chemical metering, pumps, SCADA and chemicals used in water treatment.
- Water sampling and analysis, including jar testing.
- Use of modern office equipment and applicable software.

Ability to:

- Ability to follow oral and written instruction.
- Assess changing conditions and initiate appropriate action.
- Operate modern office equipment and software programs.
- Communicate clearly and concisely orally and in writing.

EDUCATION AND EXPERIENCE

Any combination of education, training and experience that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and ability is as follows:

Education:

Equivalent to a high school education.

Experience:

Successful completion of the Water Treatment Plant Apprentice Program or equivalent program in water treatment plant operation; or two (2) years of experience in operation and maintenance of a water treatment plant including one year working as a certified T-2 operator for a T-2 facility or higher working as a certified treatment operator.-

LICENSE AND/OR CERTIFICATES

License:

Possession of an appropriate, valid Class C California Driver's License at the time of appointment, to be maintained as a condition of continued employment.

Certificate(s):

- Possession of a valid California Water Treatment Operator T-2 Certificate at time of appointment with the ability to acquire a Water Treatment Operator T-3 Certificate in 18 months of appointment to the position.
- Possession of a valid California Water Distribution Operator D-2 Certificate [at time of appointment-](#)

PHYSICAL REQUIREMENTS

Maintain the following physical abilities: see well enough to read, write and make observations, operate hand and power tools, vehicles and heavy equipment; hear well enough to converse on the radio, telephone and in person; bodily mobility to walk, bend, stand, crouch or climb for extended periods of time, operate assigned equipment and vehicles and perform heavy manual labor for extended periods; ability to tolerate extreme fluctuations in temperature while performing essential functions and be able to lift equipment on a frequent basis 25lbs, and on an occasional basis 50lbs.

Reviewed and approved: _____ Date _____
 Personnel Officer

October 2022
[Revised July 25, 2023](#)



WATER TREATMENT PLANT OPERATOR, SENIOR

DESCRIPTION:

Under general direction, the Water Treatment Plant Operator, Senior acts as Shift Operator to supervise, operate, monitor, and inspect the Water Treatment Plant and ancillary facilities.

This classification is assigned to the Turlock City Employees Association bargaining unit for labor relations purposes and is subject to overtime, call back, and standby assignments.

SUPERVISION RECEIVED AND EXERCISED

General supervision is provided by the Water Treatment Plant Operations Supervisor and may provide technical direction to assigned staff.

ESSENTIAL FUNCTIONS - Duties may include, but are not limited to the following:

- Operate all necessary water treatment plant equipment to deliver potable water to the customers including plant flow and chemical feed rates.
- Operate pumps, valves, and other equipment manually and remotely.
- Inspect, adjust, and operate water treatment plant equipment as required.
- Conduct water treatment sampling and process analysis to effectively produce potable water meeting all regulatory requirements.
- Maintain necessary reports and records.
- Observe and enforce safety rules.
- Supervise and train subordinate staff.
- Monitor and control plant operations using SCADA.
- Understand the proper use and safe storage and handling of chemicals.
- Coordinate the delivery and receipt of plant chemicals and materials.
- Evaluate operations and maintenance activities within the area of responsibility and recommend improvements and modifications, document operation or maintenance procedures accordingly.
- Ensure potable water meeting all regulatory requirements is always delivered in the required quantities.
- Subject to rotating shifts, including nights, weekends, and holidays. On Call may be required.

- Maintain accurate records and prepare reports regarding plant operations and water quality.
- Ensure that all analyzers and monitoring equipment are appropriately sending and storing accurate information via a cyber-secure SCADA system.
- Monitor processes using a SCADA control system.
- Participate in and provide documentation for studies related to plant and filter rerating including operation of parallel pilot filters. Collate and analyze the data from the studies, prepare reports, and assist with reports prepared for the Division of Drinking Water (DDW) toward the goal of rating the plant for higher throughput.
- Participate in special projects or studies as assigned.
- Assist with the preparation of technical and administrative reports, and other written documents, including the submittal of all regulatory required reports.
- Operate specialized equipment involved in water treatment plant operations; assist maintenance staff with preventative and corrective maintenance; recommend equipment maintenance and replacement.
- Make critical decisions to resolve emergency situations.
- Participate in the planning and implementation of upgrades, changes or expansions of water treatment and conveyance facilities.
- Build and maintain positive relationships with staff, Cities employees, outside agencies, and the public through clear and concise communication.
- Other duties as assigned.

MINIMUM QUALIFICATIONS

Knowledge of:

- Principles and practices of water treatment, water transmission, and water storage.
- Drinking water quality regulations.
- Equipment, tools and materials use in the operation and maintenance of the water treatment plant.
- Safety rules and regulations.
- Hydraulics, applied mathematics, chemical metering, pumps, SCADA and chemicals used in water treatment.
- Water sampling and analysis, including jar testing.
- Regulatory reporting.
- Use of modern office equipment and applicable software.

Ability to:

- Work with minimal supervision.
- Ability to follow oral and written instruction.
- Assess changing conditions and initiate appropriate action.
- Know appropriate laws, regulations, codes, and evaluate plant conformance.
- Understand and troubleshoot operations and maintenance problems and serve as

- a resource to staff to solve problems.
- Operate modern office equipment and software programs.
- Communicate clearly and concisely orally and in writing.
- Operate and maintain SCADA systems.
- Maintain and track chemical inventory, usage and order chemicals as needed.

EDUCATION AND EXPERIENCE

Any combination of education, training and experience that would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and ability is as follows:

Education:

Equivalent to a high school diploma or GED certificate and six college units or CEU's in a related field or scholastic general education (i.e. Speech, Math, English, Science, Foreign Language etc.) and three college units or CEU's in Supervision or Management for a total of nine college units or CEU's.

Experience:

~~Two~~ Four years of increasingly responsible experience in the operation and maintenance of a domestic water treatment plant, and operation of a water distribution system similar or greater in size and complexity to the SRWA plant, finished water transmission, and ancillary facilities, ~~including one year as operator in charge of a shift as a T-3 operator.~~

Successful completion of the Water Treatment Plant Apprentice Program or equivalent program in water treatment plant operation; or two (2) years of experience in operation and maintenance of a water treatment plant including one (1) year working as a certified T-2 operator for a T-2 facility or higher working as a certified treatment operator

Additionally, two (2) years working as a certified treatment operator working as a certified T-2 operator for a T-2 facility or higher including one (1) year as an operator in charge of a shift as a T-3 operator.

LICENSE AND/OR CERTIFICATES

License:

Possession of an appropriate, valid Class C California Driver's License at the time of appointment, to be maintained as a condition of continued employment.

Certificate(s):

- Possession of a valid California Water Treatment Operator T-3 Certificate at the time of appointment.
- Obtain California Water Treatment Operator T-4 within 18 months of appointment



To: SRWA Board

From: Salena Estrada, SRWA Plant Manager

Subject: Plant Operations Update

The Water Treatment Plant - SRWA Staff focus is onboarding staff while in construction; including review plans, identifying potential issues with design, procuring vehicles, equipment, tools, programs, materials, and supplies necessary to operate the plant. Budget, establishing procedures, equipment review, safety training, etc.

Highlights

- Safety Topic - Electrical Safety
- Equipment Procurement
 - Received last vehicle (Chevy Blazer) per the Vehicle Lease Agreement approved for four (4) vehicles
 - Gem (electric) vehicles are on order
- Staff
 - 10 of 15 staff members onboarded
 - Hiring/retention bonuses authorized for senior staff
 - Job descriptions - Operators Series updated
- Construction Progress:
 - Operations staff assisting with construction via SCADA, controlling various equipment of the plant - Circulating water through the plant
 - Maintenance staff reviewing installed equipment
 - Administration staff finalized budget, ordering equipment and tools, reviewing programs and materials
 - Figures Attached:
 - 1: Raw Water Split - Concrete supports poured
 - 2: Chemicals - Bulk Carbon Dioxide and Liquid Oxygen delivered
 - 3: Filter Underdrain - Completed installation of last two (2) filter underdrains
 - 4: Filter Canopy - Installed
 - 5: Floc/Sed Basins - Charged with water used for recirculation
 - 6: Drying Beds - Charged with water used for recirculation

figure 1 - Raw Water Split



figure 2 - Chemical - Lime



figure 3 - Filter Underdrain



figure 4 - Filter Canopy



figure 5 - Floc/Sed Basin



figure 6 - Drying Beds





9C
July 20, 2023

To: SRWA Board
From: Isaac Moreno, Finance Director
Subject: Financial Summary as of July 14, 2023

Attached Financial Documents include:

Activity for YTD Fiscal June 30, 2022

- 1 – SRWA financial status as of 06-09-2023 for the 2021-22 fiscal year (Exhibit A):
 - Revenue received from the participating agencies \$75,030,000.00
 - Prop 68 and SRF proceeds \$91,280,426.00
 - Expenses paid total \$186,814,031.80

Activity for YTD Fiscal June 30, 2023

- 1 – SRWA financial status as of 06-09-2023 for the 2022-23 fiscal year (Exhibit B):
 - Revenue received from the participating agencies \$72,303,904.24
 - Integrated Water Management Plan Grant \$5,140,231.89
 - SRF proceeds \$47,358,249.00
 - Expenses paid total \$104,147,781.82

- 2 – SRWA financial status – project-to-date as of 06-09-2023 (Exhibit C):
 - Revenue life to date totals \$357,747,118.40 which is composed of:
 - Contributions from participating agencies \$214,305,204.61
 - Draws on SRF proceeds \$110,888,675.00
 - Prop 68 Grant proceeds \$27,750,000.00
 - Integrated Water Management Plan Grant \$5,140,231.89
 - Interest income (\$336,993.10)

Expenses project-to-date total \$205,743,223.49 (Removed City reimbursement)
Cumulative unexpended Revenues \$ 8,224,988.02

Payment has been received for invoice 7 for the Integrated Water Management Plan Grant in the amount of \$3,202,159.64. The City of Turlock will receive \$1,292,112.10 (66.7%) and the City of Ceres will receive \$645,960.15 (33.3%). In addition, SRF draw #14 through 19 have been received in the amount of \$19,963,655 with draws 20 through 21 pending.

Stanislaus Regional Water Authority
 For FY 2021-22 (Updated 07/14/2023)

Account Name	Original Budget	Amendments	Amended	Unaudited	Ceres	Turlock	TID	Other Proceeds	Totals for
			Budget 2021-22	Actual 2021-22					2021-22
REVENUES									
Interest Income			0	(426,208.70)	(213,104.35)	(213,104.35)	0.00		(426,208.70)
34910 Integrated Water Mgmt Grant	1,450,225		1,450,225						
34911 Water Smart Grant	1,478,440		1,478,440						
34900_001 Agency Contribution - City of Turlock	303,100		303,100	48,775,000.00		48,775,000.00			48,775,000.00
34900_002 Agency Contribution - City of Ceres	371,520		371,520	24,795,000.00	24,795,000.00				24,795,000.00
34900_004 Agency Contribution - Turlock Irrigation District	1,000		1,000	1,460,000.00			1,460,000.00		1,460,000.00
34912 Prop 68 Grant for Surface Water Project			0	27,750,000.00				27,750,000.00	27,750,000.00
35440 SRF Funding Proceeds	112,836,795		112,836,795	63,530,426.00				63,530,426.00	63,530,426.00
Total Revenues	116,441,080	0	116,441,080	165,884,217.30	24,581,895.65	48,561,895.65	1,460,000.00	91,280,426.00	165,884,217.30
EXPENSES									
Pre-Treatment Plant Construction Project Expenses (950-53-552)									
43060_012 Contact Services Program Mgmt	277,900		277,900	207,819.24	101,223.87	106,570.62	24.75		207,819.24
43195 Special Legal Counsel	25,000		25,000	15,166.19	7,583.10	7,583.09			15,166.19
43332 Permitting	7,000		7,000	0.00	0.00	0.00			0.00
43332_002 Permitting - Water Rights Acquisition	5,000		5,000	0.00	0.00	0.00			0.00
45002_000 TID - electrical service	452,109		452,109	217.50	72.49	145.01	0.00		217.50
51001 Property Acquisition - facility site			0	0.00	0.00	0.00	0.00		0.00
51001 Property Acquisition - infiltration gallery			0	0.00	0.00	0.00	0.00		0.00
51001 Property Acquisition - Geer Road easement			0	0.00	0.00	0.00	0.00		0.00
51001 Property Acquisition - delivery facilities			0	0.00	0.00	0.00	0.00		0.00
51800_001 Wet Well Design			0	0.00	0.00	0.00	0.00		0.00
			0	0.00	0.00	0.00	0.00		0.00
Wet Well Construction			0	0.00	0.00	0.00	0.00		0.00
51801_001 Construction Contract (Overaa)			0	0.00	0.00	0.00	0.00		0.00
51801_002 Construction Management (Inferrera)			0	0.00	0.00	0.00	0.00		0.00
51801_005 Environmental (Horizon)	2,000		2,000	0.00	0.00	0.00	0.00		0.00
			0	0.00	0.00	0.00	0.00		0.00
Treatment Plant Construction - SRF funding eligible (950-53-553)									
43060_012 Contract Services - Program Mgmt Services	1,425,952		1,425,952	876,930.60	362,807.03	495,271.02	18,852.55		876,930.60
43195 Special Legal Counsel	50,000		50,000	18,736.03	9,183.46	9,183.48	369.09		18,736.03
43329 Environmental Services	66,200		66,200	61,087.10	26,058.83	26,104.15	8,924.12		61,087.10
43332 Permitting	112,000		112,000	5,596.00	0.00	5,596.00	0.00		5,596.00
CDFW LSAA for 3 lateral crossings			0	0.00	0.00	0.00	0.00		0.00
Stanislaus County - Aldrich Road crossing			0	0.00	0.00	0.00	0.00		0.00
Stanislaus County - Lateral 2, 2.5 & 3 crossing			0	0.00	0.00	0.00	0.00		0.00
43332_001 Permitting - Environmental Mitigation			0	0.00	0.00	0.00	0.00		0.00
Transplant credits			0	0.00	0.00	0.00	0.00		0.00
Mitigation credits			0	0.00	0.00	0.00	0.00		0.00
51802_001 Regional Trtmt Plant - Design/Build Contract	55,619,985		55,619,985	93,647,395.72	31,651,130.31	60,804,931.62	1,191,333.79		93,647,395.72
51802_002 Regional Trtmt Plant - Contract Management	501,960		501,960	446,525.79	144,451.09	293,278.14	8,796.56		446,525.79
Administrative Expenses (950-53-552)									
43055_002 Consultant Audit	10,000		10,000	4,806.00	2,403.00	2,403.00			4,806.00
43060_021 Contract Services General Manager	300,000		300,000	211,463.31	105,731.66	105,731.65			211,463.31
43060_023 Contract Services Watershed Sanitary Survey			0	1,785.00	892.50	892.50			1,785.00
43105_003 Interdepartmental Admin Support			0	0.00	0.00	0.00			0.00
Clerical	17,500		17,500	26,658.40	13,329.20	13,329.20			26,658.40
Financial/Accounting	25,000		25,000	0.00	0.00	0.00			0.00
44001_000 Supplies	300		300	0.00	0.00	0.00			0.00
44035 Photocopies	500		500	0.00	0.00	0.00			0.00
44040_000 Postage	500		500	0.00	0.00	0.00			0.00
47010 Bank Charges	700		700	5,238.92	2,619.46	2,619.46			5,238.92
47040_000 Dues	4,500		4,500	4,180.00	2,090.00	2,090.00			4,180.00
47095_000 Training	1,000		1,000	0.00	0.00	0.00			0.00
47091 Reimbursement to Ceres			0	32,199,620.79	32,199,620.79				32,199,620.79
47092 Reimbursement to Turlock			0	59,080,805.21		59,080,805.21			59,080,805.21
rational Expenses									
TBD Operations and Maintenance			0	0.00	0.00	0.00			0.00
TBD Agency Administration			0	0.00	0.00	0.00			0.00
TBD Operations Contingency			0	0.00	0.00	0.00			0.00
53027_001 SRF Loan-Interest	0		0	0.00	0.00	0.00			0.00
Total Expenditures	58,905,106	0	58,905,106	186,814,031.80	64,629,196.79	120,956,534.15	1,228,300.86	0.00	186,814,031.80
Revenues Over (Under) Expenditures	57,535,974	0	57,535,974	(20,929,814.50)	(40,047,301.14)	(72,394,638.50)	231,699.14	91,280,426.00	(20,929,814.50)

Stanislaus Regional Water Authority
For FY 2022-23 (Updated 07/14/2023)

Account Name		Original Budget	Amendments	Amended Budget 2022-23	Unaudited Actual 2022-23	Ceres	Turlock	TID	Other Proceeds	Totals for 2022-23
REVENUES										
	Interest Income			0	(40,306.08)	(20,153.04)	(20,153.04)	0.00		(40,306.08)
34910	Integrated Water Mgmt Grant			0						
34911	Water Smart Grant			0						
34900_001	Agency Contribution - City of Turlock	39,754,728		39,754,728	45,118,501.71		45,118,501.71			45,118,501.71
34900_002	Agency Contribution - City of Ceres	22,189,606		22,189,606	25,449,152.02	25,449,152.02				25,449,152.02
34900_004	Agency Contribution - Turlock Irrigation District	1,473,907		1,473,907	1,736,250.51			1,736,250.51		1,736,250.51
34910	Integrated Water Mgmt Plan Grant			0	5,140,231.89	1,721,057.56	3,419,174.33			5,140,231.89
34912	Prop 68 Grant for Surface Water Project			0					0.00	0.00
35440	SRF Funding Proceeds			0	47,358,249.00				47,358,249.00	47,358,249.00
	Total Revenues	63,418,241	0	63,418,241	124,762,079.05	27,150,056.54	48,517,523.00	1,736,250.51	47,358,249.00	124,762,079.05
EXPENSES										
Pre-Treatment Plant Construction Project Expenses (950-53-552)										
43060_012	Contact Services Program Mgmt	90,927		90,927	131,533.82	61,051.52	70,482.30	0.00		131,533.82
43195	Special Legal Counsel	50,000		50,000	40,678.51	20,339.25	20,339.26	0.00		40,678.51
43332	Permitting			0		0.00	0.00			0.00
43332_002	Permitting - Water Rights Acquisition			0						0.00
45002_000	TID - electrical service	452,109		452,109		0.00	0.00	0.00		0.00
51001	Property Acquisition - facility site			0		0.00	0.00	0.00		0.00
51001	Property Acquisition - infiltration gallery			0		0.00	0.00	0.00		0.00
51001	Property Acquisition - Geer Road easement			0		0.00				0.00
51001	Property Acquisition - delivery facilities			0		0.00	0.00			0.00
51800_001	Wet Well Design			0						0.00
				0						0.00
	Wet Well Construction			0						0.00
51801_001	Construction Contract (Overaa)			0						0.00
51801_002	Construction Management (Infererra)			0						0.00
51801_005	Environmental (Horizon)	2,000		2,000						0.00
				0						0.00
Treatment Plant Construction - SRF funding eligible (950-53-553)										
43060_012	Contract Services - Program Mgmt Services	1,425,952		1,425,952	565,252.07	217,228.10	337,916.23	10,107.74		565,252.07
43195	Special Legal Counsel	50,000		50,000	7,569.40	3,710.14	3,710.15	149.11		7,569.40
43329	Environmental Services	66,200		66,200	41,148.37	17,489.87	18,116.50	5,542.00		41,148.37
43332	Permitting	112,000		112,000	365.00		365.00			365.00
	CDFW LSAA for 3 lateral crossings					0.00	0.00	0.00		0.00
	Stanislaus County - Aldrich Road crossing					0.00	0.00	0.00		0.00
	Stanislaus County - Lateral 2, 2.5 & 3 crossing					0.00	0.00	0.00		0.00
43332_001	Permitting - Environmental Mitigation			0						0.00
	Transplant credits					0.00	0.00	0.00		0.00
	Mitigation credits					0.00	0.00	0.00		0.00
51802_001	Regional Trtmt Plant - Design/Build Contract	55,619,985		55,619,985	49,335,349.35	16,229,938.06	31,978,208.81	1,127,202.48		49,335,349.35
51802_002	Regional Trtmt Plant - Contract Management	501,960		501,960	359,557.77	116,316.94	236,157.54	7,083.29		359,557.77
Administrative Expenses (950-53-552)										
43055_002	Consultant Audit	10,000		10,000	720.00	360.00	360.00			720.00
43060_021	Contract Services General Manager	300,000		300,000	186,390.36	93,195.18	93,195.18			186,390.36
43060_023	Contract Services Watershed Sanitary Survey			0		0.00	0.00			0.00
43105_003	Interdepartmental Admin Support			0						0.00
	Clerical	12,500		12,500		0.00	0.00			0.00
	Financial/Accounting	25,000		25,000	300.00	150.00	150.00			300.00
44001_000	Supplies	300		300		0.00	0.00			0.00
44035	Photocopies	500		500		0.00	0.00			0.00
44040_000	Postage	500		500	30.32	15.16	15.16			30.32
47010	Bank Charges	700		700		0.00	0.00			0.00
47040_000	Dues	4,500		4,500	4,180.00	2,090.00	2,090.00			4,180.00
47095_000	Training	1,000		1,000		0.00	0.00			0.00
47091	Reimbursement to Ceres				16,269,601.02	16,269,601.02				16,269,601.02
47092	Reimbursement to Turlock				36,228,879.87		36,228,879.87			36,228,879.87
Debt Expenses										
53027_001	SRF Loan-Interest	1,987,719		1,987,719	644,223.66	214,719.75	429,503.91	0.00		644,223.66
Operational Expenses										
TBD	Operations and Maintenance	2,206,419		2,206,419	332,002.30	107,402.74	218,059.11	6,540.45		332,002.30
TBD	Agency Administration	247,969		247,969						
TBD	Operations Contingency	250,000		250,000						
	Total Expenditures	63,418,240	0	63,418,240	104,147,781.82	33,353,607.73	69,637,549.02	1,156,625.07	0.00	104,147,781.82
	Revenues Over (Under) Expenditures	1	0	1	20,614,297.23	(6,203,551.19)	(21,120,026.02)	579,625.44	47,358,249.00	20,614,297.23

Stanislaus Regional Water Authority
Project to Date (updated as of 07/14/2023)

	City of Ceres	City of Turlock	TID	Other Proceeds	Project to Date Total Since Dec 2015	Actuals Thru 6/30/2022	Actuals For 2022-23	Total
Agency Contributions								
Received from Agencies - through 6-30-2022	47,629,297.10	90,086,287.50	4,285,715.77		142,001,300.37	142,001,300.37		142,001,300.37
Received from Agencies - 2022-23	25,449,152.02	45,118,501.71	1,736,250.51		72,303,904.24		72,303,904.24	72,303,904.24
Interest Income	(115,951.87)	(210,493.51)	(10,547.72)		(336,993.10)	(296,687.02)	(40,306.08)	(336,993.10)
Integrated Water Mgmt Plan Grant	1,721,057.56	3,419,174.33		0.00	5,140,231.89		5,140,231.89	5,140,231.89
Prop 68 Grant Proceeds				27,750,000.00	27,750,000.00	27,750,000.00		27,750,000.00
SRF Proceeds				110,888,675.00	110,888,675.00	63,530,426.00	47,358,249.00	110,888,675.00
Total Revenue	74,683,554.81	138,413,470.03	6,011,418.56	138,638,675.00	357,747,118.40	232,985,039.35	124,762,079.05	357,747,118.40
Expenditures								
Pre-Treatment Plant Construction Project Expenses (950-52-553)								
Government Relations	(74,723.55)	(74,723.55)	0.00		(149,447.10)	(149,447.10)	0.00	(149,447.10)
Environmental Services (Phase I)	(250,664.65)	(250,664.65)	(32,520.11)		(533,849.41)	(533,849.41)	0.00	(533,849.41)
Project Management Services	(3,502,051.13)	(3,659,394.03)	(169,093.63)		(7,330,538.79)	(7,199,004.97)	(131,533.82)	(7,330,538.79)
Special Legal Expenses	(243,592.90)	(243,592.91)	(5,302.43)		(492,488.24)	(451,809.73)	(40,678.51)	(492,488.24)
Wet Well Design (West Yost)	(166,904.88)	(206,872.74)	(93,444.40)		(467,222.02)	(467,222.02)	0.00	(467,222.02)
Fees to Stan County-CEQA related to wet well	(1,136.63)	(1,136.62)	0.00		(2,273.25)	(2,273.25)	0.00	(2,273.25)
Permitting	(17,768.08)	(17,768.09)	0.00		(35,536.17)	(35,536.17)	0.00	(35,536.17)
Permitting - Water Rights Acquisition	(36,240.88)	(36,240.89)	0.00		(72,481.77)	(72,481.77)	0.00	(72,481.77)
Water Shed Survey	(40,660.67)	(40,660.67)	0.00		(81,321.34)	(81,321.34)	0.00	(81,321.34)
Property Acquisition - facility site	(479,756.19)	(959,656.32)	0.00		(1,439,412.51)	(1,439,412.51)	0.00	(1,439,412.51)
Property Acquisition - infiltration gallery	(246,925.80)	(493,925.69)	0.00		(740,851.49)	(740,851.49)	0.00	(740,851.49)
Property Acquisition - Geer Road easement	(92,272.49)	(145.01)	0.00		(92,417.50)	(92,417.50)	0.00	(92,417.50)
Property Acquisition - delivery facilities	(7,393.88)	(7,393.88)	0.00		(14,787.76)	(14,787.76)	0.00	(14,787.76)
Wet Well Construction								
Construction Contract	(1,888,242.96)	(3,769,413.84)	(1,414,414.20)		(7,072,071.00)	(7,072,071.00)	0.00	(7,072,071.00)
Construction Management	(145,962.80)	(291,378.94)	(109,335.45)		(546,677.19)	(546,677.19)	0.00	(546,677.19)
Environmental (Phase II)	(103,524.75)	(155,193.07)	(47,798.97)		(306,516.79)	(306,516.79)	0.00	(306,516.79)
Contractor Financial Evaluation	(18,944.30)	(18,944.30)	(761.40)		(38,650.00)	(38,650.00)	0.00	(38,650.00)
TID - electrical service	(1,507.99)	(3,016.44)	0.00		(4,524.43)	(4,524.43)	0.00	(4,524.43)
Treatment Plant Construction - SRF funding eligible (950-53-553)								
Contract Services - Program Mgmt Services	(949,216.24)	(1,352,430.01)	(42,664.11)		(2,344,310.36)	(1,779,058.29)	(565,252.07)	(2,344,310.36)
Special Legal Counsel	(30,779.42)	(30,779.45)	(1,237.06)		(62,795.93)	(55,226.53)	(7,569.40)	(62,795.93)
Environmental Services	(95,549.77)	(96,897.87)	(32,183.84)		(224,631.48)	(183,483.11)	(41,148.37)	(224,631.48)
Permitting	(8,605.81)	(52,746.44)	0.00		(61,352.25)	(60,987.25)	(365.00)	(61,352.25)
Permitting - Environmental Mitigation	(47,339.25)	(94,660.75)	(35,500.00)		(177,500.00)	(177,500.00)	0.00	(177,500.00)
Regional Trtmt Plant - Design/Build Contract	(59,359,729.81)	(117,664,826.95)	(2,892,735.25)		(179,917,292.01)	(130,581,942.66)	(49,335,349.35)	(179,917,292.01)
Regional Trtmt Plant - Contract Management	(336,496.71)	(683,187.13)	(20,491.46)		(1,040,175.30)	(680,617.53)	(359,557.77)	(1,040,175.30)
Administrative Support								
Clerical Services	(26,719.28)	(26,719.28)	0.00		(53,438.56)	(53,438.56)	0.00	(53,438.56)
Accounting Services	(43,604.74)	(43,604.72)	0.00		(87,209.46)	(87,209.46)	0.00	(87,209.46)
Interim JPA attorney	(22,662.50)	(22,662.50)	0.00		(45,325.00)	(45,325.00)	0.00	(45,325.00)
Interim General Manager	(121,991.80)	(121,991.80)	0.00		(243,983.60)	(243,983.60)	0.00	(243,983.60)
General Manager	(499,573.64)	(499,573.63)	0.00		(999,147.27)	(812,756.91)	(186,390.36)	(999,147.27)
External Audit	(14,498.00)	(14,498.00)	0.00		(28,996.00)	(28,276.00)	(720.00)	(28,996.00)
Contract Services Watershed Sanitary Survey	(892.50)	(892.50)	0.00		(1,785.00)	(1,785.00)	0.00	(1,785.00)
Supplies and other Miscellaneous Expenses	(28,994.28)	(28,994.27)	0.00		(57,988.55)	(53,478.23)	(4,510.32)	(57,988.55)
Reimbursement to Ceres	(48,469,221.81)				(48,469,221.81)	(32,199,620.79)	(16,269,601.02)	(48,469,221.81)
Reimbursement to Turlock	0.00	(95,309,685.08)	0.00		(95,309,685.08)	(59,080,805.21)	(36,228,879.87)	(95,309,685.08)
Debt Expenses								
SRF Loan-Interest	(214,719.75)	(429,503.91)	0.00		(644,223.66)	0.00	(644,223.66)	(644,223.66)
Operational Expenses								
Operations and Maintenance	(107,402.74)	(218,059.11)	(6,540.45)		(332,002.30)	0.00	(332,002.30)	(332,002.30)
Total Expenditures	(117,696,272.58)	(226,921,835.04)	(4,904,022.76)	0.00	(349,522,130.38)	(245,374,348.56)	(104,147,781.82)	(349,522,130.38)
Contributions over (under) Expenditures - project to date	(43,012,717.77)	(88,508,365.01)	1,107,395.80	138,638,675.00	8,224,988.02	(12,389,309.21)	20,614,297.23	8,224,988.02