

**BOARD OF DIRECTORS  
SAN BENITO COUNTY WATER DISTRICT  
Agenda For  
November 19, 2025  
Regular Meeting – 5:00 p.m.  
30 Mansfield Road – Hollister, California 95023**

**Assistance for those with disabilities:**

If you have a disability and need accommodation to participate in the meeting, please call Barbara Mauro, Board Clerk, at (831) 637-8218, 48 hours prior to meeting for assistance so the necessary arrangements can be made.

Effective at the April 27, 2022, The Board of Directors is now allowing the public to attend in person at all meetings of the San Benito County Water District Board. We will also continue to offer the meeting via Zoom as well. Regarding virtual participation, members of the public are instructed to be on mute during the proceedings and to speak only when public comment is allowed, after requesting and receiving recognition from the Board President.

**ZOOM LINK**

<https://us06web.zoom.us/j/83832838007?pwd=IfagjXQMMysQ3TvQUI8N3bAAbkTsKY.1>

**Meeting ID**

838 3283 8007

**Passcode:**

273174

**Dial Only:**

Dial by your location

- +1 669 444 9171 US
- +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)

If you plan to participate in the meeting and need assistance, please call Barbara Mauro, Board Clerk, at (831) 637-8218, 48 hours prior to meeting.

**CALL TO ORDER**

- a. Pledge of Allegiance to the Flag
- b. Roll Call
- c. Speakers will be limited to 5 minutes to address the Board; rebuttal will be limited to 3 minutes; no new business agenda items will be heard after 8:00 p.m.
- d. Approval of Agenda
- e. Public Input: Members of the Public are Invited to Speak on any Matter not on the Agenda

**CONSENT AGENDA:**

*(Consent items shall be considered as a whole and without discussion unless a particular item is removed from the consent agenda. Board member may discuss individual items or seek information from staff or legal counsel without removing the item from the Consent Agenda. A member of the public should seek recognition by the President if comment is desired. Approval of consent items shall be made by one motion.)*

1. Approval of Minutes for: October 29, 2025 Regular Meeting
2. Allowance of Claims
3. Acknowledgement of Paid Claims prior to the November Board Meeting
4. On Call Contracts – Status Updates
5. Water Resources Association-Water Conservation Program Manager’s Report June-September 2025

**REGULAR AGENDA**

6. San Benito LAFCO Regional Wastewater Services Municipal Service Review Governance Structure Options presentation by Jennifer Stephenson, Policy Consulting Associates, LLC.
7. Consider Approval of Ordinance Repealing and Reestablishing Capacity Fees within the District’s Zone 6 Service Area, First Reading
8. Publicly Review and Receive Comments Regarding the 2025 Zone 6 Water, Groundwater and Recycled Water Cost of Service Study and Proposed Rate Schedule
9. Consider Resolution Approving Proposition 218 Procedures for Zone 6 Water, Groundwater and Recycled Water Rates Proposed to be Effective on March 1, 2026
10. Consider Authorizing the Board President to Execute the Agreement for Expense Reimbursement between the Sunnyslope County Water District and the San Benito County Water District for Improvements Pertaining to the Sunnyslope County Water District Water System Consolidation Project
11. Consider Authorizing the General Manager to Execute the 2025 CVP Water Transfer Agreement between the Santa Clara Valley Water District and the San Benito County Water District
12. Consider Approval of a Non-Financial Worksite Agreement between San Benito County and San Benito County Water District for the Workforce Innovation and Opportunity Act (WOIA) and Work Experience Program (WEX)

13. Consider Resolution Approving Retired Annuitant Employment Agreement with Jeffrey Cattaneo
14. Discuss the San Benito County Water District Community Outreach Plan
15. Government Finance Officers Association (GFOA) Award of Excellence Acknowledgement
16. Committee/Agency Representative Reports:
  - a. San Luis and Delta-Mendota Water Authority (Tonascia/Jacobson)
  - b. Pajaro River Watershed Flood Prevention Authority (Flores/Wright)
  - c. Administration Committee (Flores/Williams)
  - d. Finance Committee (Freeman/Tonascia)
  - e. Personnel Committee (Flores/Tonascia)
  - f. Zone 6 Water Supply & Operations Committee (Tonascia/Wright)
17. Monthly Operations and Maintenance Report
18. General Manager's Report:
  - a. Reach 1 Operations
  - b. Zone 3 Operations
  - c. Zone 6 Operations
  - d. Accelerated Drought Response Project (ADRoP)
  - e. San Luis and Delta-Mendota Water Authority Activities
  - f. City of San Juan Bautista Water Supply Plan
  - g. B F Sisk Dam Raise Project
  - h. Sustainable Groundwater Management Act Compliance
  - i. Miscellaneous District items
19. **CLOSED SESSION:** Conference with Labor Negotiator Pursuant to Government Code Section § 54957.6  
**CONFERENCE WITH LABOR NEGOTIATOR**  
Agency designated representative: Dana Jacobson  
Unrepresented Employee: Assistant General Manager
20. **OPEN SESSION:** Report any action if any from Closed Session

## 21. Adjournment

Adjournment - Unless there is a special meeting prior to that time, the next regular meeting of the Board will be Wednesday, December 17, 2025. Meetings are held at the District office, 30 Mansfield Road, Hollister, California. **LAST DAY TO FILE CLAIMS** against the District is the second Friday of each month, except in November and December. Usually meeting dates change in those months because of holidays. The Board may hold a closed session to discuss personnel matters, litigation or employee negotiations as authorized by the Ralph M. Brown Act, Evidence Code #950-962 or other appropriate State law.

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 30 Mansfield Road, Hollister, California.



Agenda

Item

# 1

October 29, 2025  
Regular Meeting  
5:00 p.m.

The Board of Directors of the San Benito County Water District convened in regular session on Wednesday, October 29, 2025 at 5:00 p.m. at the San Benito County Water District office at 30 Mansfield Road, Hollister, California. Members present were: President Doug Williams, and Directors Sonny Flores, John Freeman and Joe Tonascia; Vice President Mark Wright was absent. Also present were General Manager Dana Jacobson, District Counsel Jeremy T. Liem, Assistant General Manager Brett Miller, Operations and Maintenance Manager Michael Craig, Office Specialist II Shannon Darnall and Executive Assistant/Board Clerk Barbara Mauro.

**CALL TO ORDER**

President Williams called the meeting to order at 5:00 p.m.

- a. **Pledge of Allegiance to the Flag**  
President Williams led the Pledge of Allegiance.
- b. **Roll Call**  
Mrs. Mauro called roll. Members present were: President Williams, Vice President Wright and Directors Flores, Freeman and Tonascia; Vice President Wright was absent.
- c. **Speakers will be limited to 5 minutes to address the Board; rebuttal will be limited to 3 minutes; no new business agenda items will be heard after 8:00 p.m.**
- d. **Approval of Agenda**  
With a motion by Director Tonascia and a second by Director Freeman, the Agenda was approved by 4 affirmative votes, Williams, Flores, Freeman and Tonascia and there was 1 absence, Wright.
- e. **Public Input: Members of the Public are Invited to Speak on any Matter not on the Agenda**  
There were no public comments.

**CONSENT AGENDA:**

- 1. **Approval of Minutes for: September 24, 2025 Regular Meeting**
- 2. **Allowance of Claims**
- 3. **Acknowledgement of Paid Claims prior to the October Board Meeting**
- 4. **On Call Contracts – Status Updates**

Director Tonascia asked what the payment to C. Overaa was for? Mr. Jacobson stated Overaa is the contractor for the West Hills WTP expansion.

With no further questions, a motion was made by Director Freeman and seconded by Director Flores, the Agenda was approved by 4 affirmative votes, Williams, Flores, Freeman and Tonascia and there was 1 absence, Wright.

## REGULAR AGENDA

5. **Consider Approval and Authorize General Manager to Execute a Contract amendment with Kennedy Jenks Inc. Consultants for Construction Management Services Related to West Hills Water Treatment Plant Expansion (NTE \$2,184,927 with 5% contingency of \$92,550)**

Mr. Jacobson stated the original contract for Kennedy Jenks was approved by the Board in June 2024. Mr. Jacobson reviewed the additional items needed to complete the new Incidental Take Permit (ITP), which totals approximately \$370,000.

Director Tonascia commented on the not to exceed number. Mr. Jacobson stated the not to exceed total plus the contingency is the full revised amount. Further discussion ensued regarding the fencing required for environmental reasons.

With a motion by Director Tonascia and a second by Director Freeman, the Board of Directors approved and authorized the General Manager to execute a contract amendment with Kennedy Jenks Inc. Consultants for Construction Management Services related to West Hills Water Treatment Plant Expansion (NTE \$2,227,477) by 4 affirmative votes, Williams, Flores, Freeman and Tonascia and there was 1 absence, Wright.

6. **Consider Authorizing the General Manager to Execute the Letter Agreement with Santa Clara Valley Water District (Valley Water) related to the Pacheco Reservoir Expansion Project**

Mr. Jacobson restated for the Board, that Valley Water, at their August 26, 2025 board meeting, voted to cease work on the Pacheco Reservoir Expansion Project (PREP) for the following reasons: 1) USBR would not allow CVP water to be stored in the new reservoir; 2) Adjusted costs had risen to \$3.2 billion, and; 3) Valley Water wasn't able to secure any other partners. Mr. Jacobson gave a brief history on how the District got to this point, as it had determined the need for more water supply and the discussion included the CVP water stored on our behalf at Semi Tropic.

Currently, the District has 4500 acre feet stored in Semi Tropic and as of January 1, 2022, the District's obligation to the project (2.5%) is \$732,318. In lieu of a cash payment, staff is recommending a trade of 3500 acre feet of the stored water, which will conclude our participation in the project. Mr. Jacobson reported Valley Water will send a letter to sign, if the Board approves this approach, confirming the trade of the water.

Director Freeman asked for clarification of the language in the letter in the board packet, which Mr. Liem provided.

With a motion by Director Freeman and a second by Director Flores, the Board of Directors authorized the General Manager to execute the Letter Agreement with Santa Clara Valley Water District (Valley Water) related to the Pacheco Reservoir Expansion Project by 4 affirmative votes, Williams, Flores, Freeman and Tonascia and there was 1 absence, Wright.

7. **Consider Authorizing District staff to surplus:**

a. **1999 Sterling Dump Truck (VIN#2FZHRJBA1XAA53038)**

b. **2009 Chevrolet Silverado 2500 (VIN#1GCHK44K49F174056)**

Mr. Miller reported to the Board there are 2 vehicles staff is recommending to surplus. One is the dump truck the District has already replaced and the other truck needs more repairs than what it is worth. Discussion ensued about “clean fleet” vehicles and perhaps installing solar panels near the shop to install a future scan station and offer more protection for the District’s vehicles.

With a motion by Director Tonascia and a second by Director Flores, the Board of Directors authorized District staff to surplus: the 1999 Sterling Dump Truck (VIN#2FZHRJBA1XAA53038) and the 2009 Chevrolet Silverado 2500 (VIN#1GCHK44K49F174056) through gov.deals.net by 4 affirmative votes, Williams, Flores, Freeman and Tonascia and there was 1 absence, Wright.

8. **Consider Approval of ACWA JPIA’s Commitment to Excellence Certificate and Authorizing the Board of Directors and the General Manager to sign on the District’s behalf**

Mr. Miller reviewed this item. ACWA JPIA offers programs to reduce risks and partners with agencies to support these programs and make a commitment for District staff to participate. It would also allow the District to qualify for additional grants through ACWA JPIA.

With a motion by Director Flores and a second by Director Freeman, the Board of Directors approved the ACWA JPIA’s Commitment to Excellence Certificate and Authorized the Board of Directors and the General Manager to sign on the District’s behalf by 4 affirmative votes, Williams, Flores, Freeman and Tonascia and there was 1 absence, Wright.

9. **Consider Approving the establishment of an Artificial Intelligence Appropriate Use Policy**

Mr. Miller reviewed this item and stated for best practices, the District should approve an Artificial Intelligence (AI) Policy, as it raises concerns about acceptable and unacceptable use of AI by staff. Discussion ensued about having no more than 1-2 subscriptions for AI and Mr. Miller stated we are only looking at one company at this point.

With a motion by Director Tonascia and a second by Director Freeman, the Board of Directors approved the establishment of an Artificial Intelligence Appropriate Use Policy by 4 affirmative votes, Williams, Flores, Freeman and Tonascia and there was 1 absence, Wright.

10. **Consider Approval of the Board Calendar for 2026**

Mrs. Mauro reviewed the proposed changes to the board meeting dates for 2026 with the board.

With no questions, a motion was made by Director Flores and seconded by Director Tonascia, the Board of Directors approved the Board Calendar for 2026, with staff’s

proposed changes, by 4 affirmative votes, Williams, Flores, Freeman and Tonascia and there was 1 absence, Wright.

11. **Committee/Agency Representative Reports:**

- a. **San Luis and Delta-Mendota Water Authority (Tonascia/Jacobson)**  
As per Director Tonascia, usual business was discussed and all congratulated Mr. Jacobson on his marriage.
- b. **Water Resources Association (Flores/Freeman)**  
As per Director Flores, it was Mrs. Osorio's first meeting and she made a presentation on her ideas for outreach; it was a good meeting.
- c. **Pacheco Reservoir Expansion Project Committee (Flores/Wright)**  
As per Director Flores, this has already been covered.
- d. **Personnel Committee (Flores/Tonascia)**  
As per Directors Flores and Tonascia, the committee met in closed session.

12. **Monthly Operations and Maintenance Report**

Mr. Craig reported the Paicines Canal looks good since the repair work. At the Hernandez Reservoir, staff has installed the braided lines and exercised the valves. Hernandez still has a few items to complete and there are weeds and dirt to remove. San Justo Reservoir is operating off reverse flow and the anoxic water was run through the system to help with controlling the zebra mussels. Mr. Craig further reported meters and check valves, that will be replaced throughout the district, have begun arriving and staff will start scheduling in early November.

Mr. Craig also showed photos of the replacement of the 16 inch and 8 inch valves at Spring Grove and Jones. The repair was complicated but is now complete. Today the road was paved and tomorrow it will be painted.

President Williams asked if there was water in Hernandez yet; Mr. Craig stated no, not yet.

13. **General Manager's Report:**

- a. **Reach 1 Operations**  
Mr. Jacobson stated he had nothing to report at this time.
- b. **Zone 3 Operations**  
Mr. Jacobson reported Mr. Craig covered this.
- c. **Zone 6 Operations**  
Mr. Jacobson distributed a handout to the board. There was an error in the calculations related to available water supplies this year, which led the District consider selling some of the extra water via a transfer. If the District transfers all the water contemplated, it leaves the District short of water for the carryover in San Luis Reservoir into next year. Discussion ensued about how to proceed; whether to short the transfer or purchase more water to fill in for the transfer, so the District can maintain a certain level of water for its storage.

The Board agreed to wait for a decision after the next water balancing meeting.

**d. Accelerated Drought Response Project (ADRoP)**

Mr. Jacobson reported that all parties have signed the Water Supply and Treatment Agreement. The expansion of the West Hills WTP and the drilling of the wells are moving along. The production at the first well wasn't as much as expected, so all are discussing potential solutions for the rest of the wells. Mr. Jacobson also reported Specialty Constructions has begun on the pipeline project.

Mr. Liem reported now that he has the certificate of acceptance (Resolution approved at last board meeting gave this authority to Mr. Jacobson), he stated all easements can now be filed and recorded.

**e. San Luis and Delta-Mendota Water Authority Activities**

Mr. Jacobson did not have anything additional to report.

**f. City of San Juan Bautista Water Supply Plan**

Mr. Jacobson reported San Juan had signed the WSTA and has changed their approach; the City will now be adding the connection to West Hills into their project. Mr. Jacobson further reported the District will still need to recover the design costs of approximately \$180,000 done by HDR and were previously agreed upon by all parties.

**g. B F Sisk Dam Raise Project**

Mr. Jacobson reported the project is experiencing a scheduling issue with the Bureau. However, CalTRANS has agreed to relax the slope of the road, which estimates reducing that cost by about \$375 million.

**h. Sustainable Groundwater Management Act Compliance**

Mr. Jacobson reported a kick-off meeting was held today with Todd Groundwater. Discussed, was the need to reactivate the TAC and schedule several meetings. Also discussed was the scheduling of 2 public workshops.

**i. Miscellaneous District items**

Mr. Jacobson reported next month, the Board will receive information on an Outreach Plan, separate from the WRA Outreach.

14. **CLOSED SESSION:  
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION  
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of  
Government Code § 54956.9: Two Cases**

15. **CLOSED SESSION: Conference with Labor Negotiator  
Pursuant to Government Code Section § 54957.6  
CONFERENCE WITH LABOR NEGOTIATOR  
Agency designated representative: Jeremy T. Liem  
Unrepresented Employee: General Manager**

*(The Board convened in Closed Session at 6:30 p.m.)*

16. **OPEN SESSION:  
Report any action, if any, from Closed Session items**

*(The Board reconvened in Open Session at 6:42 p.m.)*

Regarding Closed Session Agenda item #14, there was nothing to report, per Mr. Liem.

Regarding Closed Session Agenda item #15, Mr. Liem reported the amendment of the General Manager's contract included, annual salary of \$270,000, a monthly vehicle allowance of \$800 and working 1 day per week at home. With a motion by Director Tonascia and a second by Director Flores, the Board of Directors approved the amendment to Mr. Dana Jacobson's employment contract by 4 affirmative votes, Williams, Flores, Freeman and Tonascia and there was 1 absence, Wright.

17. **Adjournment**

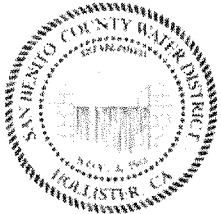
With no further business to discuss, the meeting was adjourned at 6:42 p.m.

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Doug Williams, President

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Barbara L. Mauro, Executive Assistant/Board Clerk



San Benito County Water District

# Check Register

Packet: APPKT00164 - Board Claims November 19, 2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
<b>Bank Code: AP-Accounts Payable</b>						
000018	A-1 Services	11/19/2025	Regular	0.00	972.00	60465
005115	AAA Business Supplies LP	11/19/2025	Regular	0.00	289.89	60466
000081	Alan Zeisbrich	11/19/2025	Regular	0.00	805.00	60467
000149	Alpha Analytical Laboratories, Inc.	11/19/2025	Regular	0.00	4,700.00	60468
000415	Before the Movie Inc	11/19/2025	Regular	0.00	438.00	60469
000561	Brigantino Irrigation	11/19/2025	Regular	0.00	578.67	60470
000869	Cintas Corporation	11/19/2025	Regular	0.00	1,707.50	60471
000960	CSC of Salinas	11/19/2025	Regular	0.00	1,390.39	60472
001041	Dassel's Petroleum Inc	11/19/2025	Regular	0.00	230.09	60473
001043	Dataflow Business Systems Inc	11/19/2025	Regular	0.00	155.69	60474
001264	Don Chapin Company Inc	11/19/2025	Regular	0.00	504.96	60475
001375	Edges Electrical Group	11/19/2025	Regular	0.00	391.07	60476
001409	ELC Consulting	11/19/2025	Regular	0.00	13,510.70	60477
005149	E-Z Transmission & Auto Repair	11/19/2025	Regular	0.00	8,102.26	60478
001553	Fastenal Company	11/19/2025	Regular	0.00	1,005.01	60479
001567	Ferguson Enterprises, Inc.	11/19/2025	Regular	0.00	1,109.13	60480
001651	Fresno Valves & Castings, Inc.	11/19/2025	Regular	0.00	70,329.45	60481
001652	G & M Auto Repair Inc	11/19/2025	Regular	0.00	199.00	60482
001793	Golden State Portables	11/19/2025	Regular	0.00	450.00	60483
001813	GRAINGER	11/19/2025	Regular	0.00	342.20	60484
001901	HDR Engineering Inc	11/19/2025	Regular	0.00	95,682.54	60485
001949	Hollister Auto Parts Inc	11/19/2025	Regular	0.00	29.49	60486
001960	Hollister Landscape Supply	11/19/2025	Regular	0.00	332.87	60487
001988	ICONIX Waterworks Inc	11/19/2025	Regular	0.00	53,339.88	60488
001997	Independent Business Forms Inc	11/19/2025	Regular	0.00	69.37	60489
002423	Johnson Lumber Company	11/19/2025	Regular	0.00	48.05	60490
002699	Kennedy/Jens Consultants Inc.	11/19/2025	Regular	0.00	163,747.98	60491
003247	McKinnon Lumber, Inc.	11/19/2025	Regular	0.00	330.38	60492
003249	McMaster-Carr Supply Co	11/19/2025	Regular	0.00	1,134.03	60493
003399	Mission Village Voice Media LLC	11/19/2025	Regular	0.00	530.00	60494
003890	Rianda Air Inc.	11/19/2025	Regular	0.00	170.00	60495
004174	Rossi's Tire & Auto Service	11/19/2025	Regular	0.00	65.50	60496
004218	SJ Electro Systems, Inc.	11/19/2025	Regular	0.00	64,887.80	60497
004450	Specialty Construction Inc.	11/19/2025	Regular	0.00	678,873.99	60498
004451	SpeedDee Oil Change and Tune Up	11/19/2025	Regular	0.00	131.15	60499
004495	Stericycle, Inc.	11/19/2025	Regular	0.00	1,214.56	60500
004554	Sunnyslope County Water District	11/19/2025	Regular	0.00	284,017.41	60501
004619	TechnoFlo Systems	11/19/2025	Regular	0.00	142,513.20	60502
004728	Todd Groundwater	11/19/2025	Regular	0.00	26,545.73	60503
004768	Top Grade Paving	11/19/2025	Regular	0.00	16,000.00	60504
004771	Toro Petroleum Corporation	11/19/2025	Regular	0.00	3,877.39	60505
004802	Turbo Time Welding	11/19/2025	Regular	0.00	4,375.00	60506
004807	Tyler Technologies	11/19/2025	Regular	0.00	227.50	60507
004810	U.S. Bank Corporation	11/19/2025	Regular	0.00	11,868.94	60508
004952	Wienhoff & Associates, Inc.	11/19/2025	Regular	0.00	5.00	60509
005155	Willdan Financial Services	11/19/2025	Regular	0.00	900.00	60510
005015	Wright Bros Industrial Supply	11/19/2025	Regular	0.00	588.78	60511

Check Register

Packet: APPKT00164-Board Claims November 19, 2025

<b>Vendor Number</b> 000604	<b>Vendor Name</b> C. Overaa & Co	<b>Payment Date</b> 11/19/2025	<b>Payment Type</b> Bank Draft	<b>Discount Amount</b> 0.00	<b>Payment Amount</b> 1,046,618.80	<b>Number</b> 161450973
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Bank Code AP Summary

<b>Payment Type</b>	<b>Payable Count</b>	<b>Payment Count</b>	<b>Discount</b>	<b>Payment</b>
Regular Checks	85	47	0.00	1,658,717.55
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	1,046,618.80
EFT's	0	0	0.00	0.00
	<b>86</b>	<b>48</b>	<b>0.00</b>	<b>2,705,336.35</b>

### Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	11/2025	2,705,336.35
			<u>2,705,336.35</u>


# Authorization Signatures

## Board Claims Approval

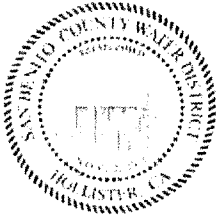
STATE OF CALIFORNIA  
COUNTY OF SAN BENITO

I DO HEREBY CERTIFY, UNDER THE PENALTY OF PERJURY AT HOLLISTER, CALIFORNIA, THAT THE FOREGOING DEMANDS ENUMERATED HAVE BEEN AUDITED; THAT THE SAME ARE ACCURATE AND JUST CLAIMS AGAINST THE DISTRICT; AND THAT THERE ARE FUNDS AVAILABLE FOR PAYMENT.

 11/13/25  
Dana Jacobson, General Manager

 11.13.2025  
Brett Miller, Assistant General Manager

\_\_\_\_\_  
Doug Williams, Board President



San Benito County Water District

# Payment Register

APPKT00164 - Board Claims November 19, 2025

01 - Vendor Set 01

Bank: AP - Accounts Payable

Vendor Number	Vendor Name			Total Vendor Amount
<u>000018</u>	A-1 Services			972.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/13/2025	972.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>124057</u>	Janitorial Services	11/03/2025	12/18/2025	0.00 972.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>005115</u>	AAA Business Supplies LP			289.89
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/13/2025	289.89	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>2461599-0</u>	Office Supplies	10/27/2025	11/26/2025	0.00 289.89

Vendor Number	Vendor Name			Total Vendor Amount
<u>000081</u>	Alan Zeisbrich			805.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/13/2025	805.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>10-2025</u>	Contract Services	11/03/2025	12/03/2025	0.00 805.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>000149</u>	Alpha Analytical Laboratories, Inc.			4,700.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/13/2025	4,700.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>S094373-DP_SBCWD</u>	Water Quality for ADRoP Well 1	09/05/2025	10/05/2025	0.00 4,700.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>000415</u>	Before the Movie Inc			438.00
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/13/2025	438.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>54221</u>	On-Screen Ad	11/01/2025	12/01/2025	0.00 438.00

Vendor Number	Vendor Name			Total Vendor Amount
<u>000561</u>	Brigantino Irrigation			578.67
Payment Type	Payment Number	Payment Date	Payment Amount	
Check		11/13/2025	578.67	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>220000128384</u>	Maintenance Supplies	10/29/2025	11/28/2025	0.00 144.38
<u>220000128572</u>	Maintenance Supplies	10/31/2025	11/30/2025	0.00 130.54
<u>220000128603</u>	Maintenance Supplies	10/31/2025	11/30/2025	0.00 202.83
<u>220000128828</u>	District Supplies	11/03/2025	12/03/2025	0.00 80.22
<u>220000129043</u>	Maintenance Supplies	11/05/2025	12/05/2025	0.00 20.70

Vendor Number	Vendor Name			Total Vendor Amount
<u>000604</u>	C. Overaa & Co			1,046,618.80
Payment Type	Payment Number	Payment Date	Payment Amount	
Bank Draft	<u>161450973</u>	11/19/2025	1,046,618.80	
Payable Number	Description	Payable Date	Due Date	Discount Amount Payable Amount
<u>8</u>	Contracted Services	11/05/2025	12/05/2025	0.00 1,046,618.80

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<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
000869	Cintas Corporation					1,707.50
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/13/2025		1,707.50
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
4247963689	Weekly Service	10/28/2025	11/27/2025	0.00	214.05	
4249741749	Weekly Service	11/04/2025	12/04/2025	0.00	214.05	
9338833423	District Uniforms	09/19/2025	10/19/2025	0.00	1,827.02	
9339378948	District Uniforms	09/24/2025	10/24/2025	0.00	-225.11	
9339948480	District Uniforms	09/29/2025	10/29/2025	0.00	-322.51	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
000960	CSC of Salinas					1,390.39
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/13/2025		1,390.39
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
001106654	Maintenance Supplies	10/17/2025	11/16/2025	0.00	1,390.39	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
001041	Dassel's Petroleum Inc					230.09
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/13/2025		230.09
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
11090500	Fuel Bill	11/03/2025	12/03/2025	0.00	33.28	
5152	Vehicle Fuel Bill	10/14/2025	11/13/2025	0.00	133.95	
7556	Fuel Bill	11/03/2025	12/03/2025	0.00	62.86	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
001043	Dataflow Business Systems Inc					155.69
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/13/2025		155.69
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
437660	Copier Maintenance /Supplies	11/05/2025	11/20/2025	0.00	155.69	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
001264	Don Chapin Company Inc					504.96
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/13/2025		504.96
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
201699	Maintenance Supplies	10/24/2025	11/23/2025	0.00	180.82	
201910	Maintenance Supplies	10/27/2025	11/26/2025	0.00	199.70	
201812	Maintenance Supplies	10/27/2025	11/26/2025	0.00	124.44	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
001375	Edges Electrical Group					391.07
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/13/2025		391.07
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
56553754.003	Electrical Supplies	10/21/2025	11/30/2025	0.00	19.50	
56563723.001	Electrical Supplies	10/17/2025	11/30/2025	0.00	371.57	

<b>Vendor Number</b>	<b>Vendor Name</b>					<b>Total Vendor Amount</b>
001409	ELC Consulting					13,510.70
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>	<b>Payment Amount</b>	
Check				11/13/2025		13,510.70
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
10686	Monthly Service Agreement	11/01/2025	12/01/2025	0.00	6,897.00	
10687	Monthly Service Agreement	11/01/2025	12/01/2025	0.00	1,480.00	
10688	Monthly Service Agreement	11/01/2025	12/01/2025	0.00	100.00	
10714	WRA Yearly Website Backup	10/31/2025	11/30/2025	0.00	1,200.00	
10715	Software implementation	10/31/2025	11/30/2025	0.00	3,013.35	

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<u>10716</u>	Monthly Software Security	10/31/2025	11/30/2025	0.00	820.35
<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>005149</u>	E-Z Transmission & Auto Repair				8,102.26
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/13/2025	8,102.26		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>4501</u>	Truck #20 Transmission	10/22/2025	11/21/2025	0.00	8,102.26
<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>001553</u>	Fastenal Company				1,005.01
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/13/2025	1,005.01		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>CAHOS71954</u>	Maintenance Supplies	10/09/2025	11/23/2025	0.00	203.64
<u>CAHOS72128</u>	Maintenance Supplies	10/24/2025	12/08/2025	0.00	750.44
<u>MN019977310</u>	Inventory Control -Nuts & Bolts	10/09/2025	11/23/2025	0.00	50.93
<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>001567</u>	Ferguson Enterprises, Inc.				1,109.13
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/13/2025	1,109.13		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>6271967</u>	WRA Supplies	10/10/2025	11/09/2025	0.00	1,109.13
<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>001651</u>	Fresno Valves & Castings, Inc.				70,329.45
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/13/2025	70,329.45		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>S0677314</u>	Maintenance Supplies	10/29/2025	11/28/2025	0.00	70,329.45
<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>001652</u>	G & M Auto Repair Inc				199.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/13/2025	199.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>58916</u>	Vehicle Maintenance Truck #20	10/28/2025	11/27/2025	0.00	199.00
<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>001793</u>	Golden State Portables				450.00
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/13/2025	450.00		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>59501</u>	Portable Toilet Rental	10/01/2025	10/31/2025	0.00	450.00
<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>001813</u>	GRAINGER				342.20
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/13/2025	342.20		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>9697769694</u>	Maintenance Supples	11/03/2025	12/03/2025	0.00	342.20
<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>001901</u>	HDR Engineering Inc				95,682.54
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/13/2025	95,682.54		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>1200768257</u>	Engineering Services	10/23/2025	11/22/2025	0.00	53,765.19
<u>1200768258</u>	Engineering Services	10/23/2025	11/22/2025	0.00	30,142.00
<u>1200768259</u>	Engineering Services	10/23/2025	11/22/2025	0.00	795.25

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<u>1200768260</u>	Engineering Services	10/23/2025	11/22/2025	0.00	10,980.10
<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>001949</u>	Hollister Auto Parts Inc				29.49
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/13/2025	29.49		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>022528</u>	Vehicle Supplies -Truck #19	10/16/2025	11/15/2025	0.00	29.49
<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>001960</u>	Hollister Landscape Supply				332.87
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/13/2025	332.87		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>84635</u>	Maintenance Supplies	10/24/2025	11/23/2025	0.00	332.87
<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>001988</u>	ICONIX Waterworks Inc				53,339.88
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/13/2025	53,339.88		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>U2515003551</u>	Maintenance Supplies	10/31/2025	11/30/2025	0.00	-8,025.39
<u>U2516044150</u>	Maintenance Supplies	10/22/2025	11/21/2025	0.00	430.17
<u>U2516045030</u>	Maintenance Supplies	10/28/2025	11/27/2025	0.00	1,111.29
<u>U2516045502</u>	Maintenance Supplies	10/31/2025	11/30/2025	0.00	59,807.65
<u>U2516046042</u>	Maintenance Supplies	11/04/2025	12/04/2025	0.00	16.16
<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>001997</u>	Independent Business Forms Inc				69.37
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/13/2025	69.37		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>44276</u>	Printing Services	10/27/2025	11/26/2025	0.00	69.37
<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>002423</u>	Johnson Lumber Company				48.05
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/13/2025	48.05		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>288293</u>	Maintenance Supplies	10/24/2025	11/10/2025	0.00	48.05
<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>002699</u>	Kennedy/Jenks Consultants Inc.				163,747.98
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/13/2025	163,747.98		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>193606</u>	Engineering Services	10/23/2025	11/19/2025	0.00	15,942.85
<u>193607</u>	Engineering Services	10/23/2025	11/19/2025	0.00	147,805.13
<b>Vendor Number</b>	<b>Vendor Name</b>				<b>Total Vendor Amount</b>
<u>003247</u>	McKinnon Lumber, Inc.				330.38
<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>		
Check		11/13/2025	330.38		
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>
<u>DM524</u>	Maintenance Supplies	11/03/2025	12/30/2025	0.00	72.71
<u>M47N2</u>	Maintenance Supplies	10/23/2025	11/30/2025	0.00	107.79
<u>76JUQ</u>	Maintenance Supplies	11/03/2025	12/30/2025	0.00	149.88

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Vendor Number	Vendor Name					Total Vendor Amount
003249	McMaster-Carr Supply Co					1,134.03
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				11/13/2025		1,134.03
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
54701320	Maintenance Supplies	11/03/2025	12/03/2025	0.00	323.62	
54874821	Maintenance Supplies	11/05/2025	12/05/2025	0.00	810.41	
003399	Mission Village Voice Media LLC					530.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				11/13/2025		530.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
1419	Monthly Print Ad	10/26/2025	10/26/2025	0.00	530.00	
003890	Rianda Air Inc.					170.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				11/13/2025		170.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
23663	Maintenance Heating/Air System	11/03/2025	12/03/2025	0.00	170.00	
004174	Rossi's Tire & Auto Service					65.50
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				11/13/2025		65.50
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
51882165	Vehicle Maintenance #29	11/03/2025	12/03/2025	0.00	65.50	
004219	SJ Electro Systems, Inc.					64,887.80
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				11/13/2025		64,887.80
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
CD99594509	Scada Support	10/29/2025	11/28/2025	0.00	17,600.00	
CD99594510	Scada Support	10/29/2025	11/28/2025	0.00	47,287.80	
004450	Specialty Construction Inc.					678,873.99
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				11/13/2025		678,873.99
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
1	ADRoP ASR Well Site and Pipeline Project - Phase 2	11/04/2025	12/04/2025	0.00	678,873.99	
004451	SpeeDee Oil Change and Tune Up					131.15
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				11/13/2025		131.15
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
357745	Vehicle Maintenance #25	07/25/2025	08/24/2025	0.00	131.15	
004495	Stericycle, Inc.					1,214.56
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				11/13/2025		1,214.56
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
8017448286	Monthly Shredding Service	10/31/2025	11/30/2025	0.00	1,214.56	

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Vendor Number	Vendor Name					Total Vendor Amount
004554	Sunnyslope County Water District					284,017.41
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				11/13/2025		284,017.41
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
INV00433	Plant Operations -Lessalt	10/31/2025	11/30/2025	0.00	46,151.50	
INV00439	Plant Operations -West Hills	10/31/2025	11/30/2025	0.00	237,865.91	
004619	TechnoFlo Systems					142,513.20
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				11/13/2025		142,513.20
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
52331	Maintenance Supplies	11/04/2025	12/04/2025	0.00	142,513.20	
004723	Todd Groundwater					26,545.73
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				11/13/2025		26,545.73
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
37662.1025	Engineering Services	10/08/2025	11/07/2025	0.00	26,545.73	
004768	Top Grade Paving					16,000.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				11/13/2025		16,000.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
775	Paving for underground valve replacement project	10/30/2025	11/29/2025	0.00	16,000.00	
004771	Toro Petroleum Corporation					3,877.39
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				11/13/2025		3,877.39
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
CL91621	Vehicle Fuel	10/31/2025	12/15/2025	0.00	3,877.39	
004802	Turbo Time Welding					4,375.00
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				11/13/2025		4,375.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
107	Underground Valves Replacement Project	10/24/2025	11/23/2025	0.00	4,375.00	
004807	Tyler Technologies					227.50
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				11/13/2025		227.50
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
025.534773	Tyler Implementation	11/05/2025	12/05/2025	0.00	227.50	
004810	U.S. Bank Corporation					11,868.94
<b>Payment Type</b>	<b>Payment Number</b>			<b>Payment Date</b>		<b>Payment Amount</b>
Check				11/13/2025		11,868.94
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>	<b>Discount Amount</b>	<b>Payable Amount</b>	
102225BIM	Monthly Statement	10/22/2025	10/13/2025	0.00	5,167.73	
102225BIM	Monthly Statement	10/22/2025	09/23/2025	0.00	1,903.84	
102225CP	Monthly Statement	10/22/2025	10/13/2025	0.00	2,302.21	
102225DI	Monthly Statement	10/22/2025	11/21/2025	0.00	747.68	
102225LBO	Monthly Statement	10/22/2025	11/21/2025	0.00	150.00	
102225MC	Monthly Statement	10/22/2025	11/21/2025	0.00	1,597.48	

**Payment Register**

APPKT00164 - Board Claims November 19, 2025

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<u>004952</u>	Wienhoff & Associates, Inc.	5.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		11/13/2025	5.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
<u>134071</u>	Pre-employment Testing	11/05/2025	12/05/2025
		<b>Discount Amount</b>	<b>Payable Amount</b>
		0.00	5.00

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<u>005155</u>	Willdan Financial Services	900.00

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		11/13/2025	900.00
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
<u>01063543</u>	Annual Report Preparation	09/25/2025	10/25/2025
		<b>Discount Amount</b>	<b>Payable Amount</b>
		0.00	900.00

<b>Vendor Number</b>	<b>Vendor Name</b>	<b>Total Vendor Amount</b>
<u>005015</u>	Wright Bros Industrial Supply	588.78

<b>Payment Type</b>	<b>Payment Number</b>	<b>Payment Date</b>	<b>Payment Amount</b>
Check		11/13/2025	588.78
<b>Payable Number</b>	<b>Description</b>	<b>Payable Date</b>	<b>Due Date</b>
<u>296133</u>	Maintenance Supplies	11/05/2025	12/05/2025
		<b>Discount Amount</b>	<b>Payable Amount</b>
		0.00	588.78

### Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP	Manual Bank Draft	1	1	0.00	1,046,618.80
AP	Check	85	47	0.00	1,658,717.55
<b>Packet Totals:</b>		<b>86</b>	<b>48</b>	<b>0.00</b>	<b>2,705,336.35</b>

### Cash Fund Summary

Fund	Name	Amount
999	Pooled Cash	-2,705,336.35
<b>Packet Totals:</b>		<b>-2,705,336.35</b>

**San Benito County Water District  
Agenda Transmittal**

**Agenda Item:** 3

**Meeting Date:** November 19, 2025

**Submitted By:** Leilani Vidal

**Presented By:** Dana Jacobson

**Agenda Title:** Acknowledgement of Paid Claims prior to the November 2025 Board Meeting

**Detailed Description:** This is a notification that the checks & wire transfers listed below were issued outside the normal claims process.

Payee	Check No./ Confirmation #	Amount	For	Issued Date
Pacific Coast Well Drilling	60442	\$1,876,098.00	ADRoP ASR Wells 1-4	10/29/25

<i>Wire Transfers</i>				
San Luis Delta Mendota Water Authority	Wire Transfer	\$12,924.09	O&M delivery costs (November 2025 advanced water delivery payment form)	11/10/25
USBR (pay.gov)	Wire Transfer	\$30,509.20	Water Payment (Nov Payment Recap)	11/10/25

**Financial Impact:**     \_\_\_X\_\_\_ Yes     \_\_\_\_\_ No

**Funding Source/ Recap:**  
Fiscal Year Budget as approved

**Material Included for Information/Consideration:**

Copy of Wire Transfer Request

**Action Required:** \_\_\_\_\_ Resolution   X   Motion \_\_\_\_\_ Review

**Board Action**

\_\_\_\_\_ Resolution No. \_\_\_ Motion By \_\_\_\_\_ Second By \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

Reagendized \_\_\_\_\_ Date \_\_\_\_\_ No Action Taken \_\_\_\_\_

60442

10/29/2025

VENDOR: 005142 Pacific Coast Well Drilling, Inc.

DATE	INVOICE #	DESCRIPTION	AMOUNT
10/28/2025	25-3008-02	Engineering Services	1,133,863.00
10/28/2025	25-3011-02	Engineering Services	742,235.00

CHECK TOTAL 1,876,098.00

US Bank

EFT # 60442

APPKT00153

EFT DATE
10/29/2025

PAY THIS AMOUNT
\$1,876,098.00

PAY \*\*\* VOID \*\*\* NON-NEGOTIABLE \*\*\* VOID \*\*\* FOR INFORMATION ONLY \*\*\* VOID \*\*\*

TO THE Pacific Coast Well Drilling, Inc.  
ORDER PO Box 184  
OF Templeton, CA 93465

AP  
US Bank

Wire Transfer Requested

11/7/2025

Release date 11/10/2025

Vendor	Invoice Date	Invoice no.	Description	GL Account no.	Amount
San Luis Delta Mendota Water Authority	11/7/2025	110725	O&M delivery costs (Nov. 2025 advanced water delivery payment form)	600-54000-0000-07	\$ 12,924.09
Total wire transfer					\$ 12,924.09

Daily wire activity total	\$ 12,924.09
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Online entry by: Solimar Vidal  
 Date: 11/7/25

Approved for release online by: Cindy Payne  
 Date: 11/7/25

Pay.gov payment requested

11/7/2025

Release date

11/10/2025

Vendor	Payment Recap date prepared	Invoice no.	Description	GL Account no.	Amount
Bureau of Reclamation (USBR-LA)	11/7/2025	110725	October prepaid 2,500 AF AG	600-51100-0000-07	\$ (47,750.00)
Bureau of Reclamation (USBR-LA)	11/7/2025	110725	October usage 330 AF M&I	600-51140-0000-07	\$ 7,943.10
Bureau of Reclamation (USBR-LA)	11/7/2025	110725	January prepay 2,928 AF AG	600-51100-0000-07	\$ 55,924.80
Bureau of Reclamation (USBR-LA)	11/7/2025	110725	October usage 330 AF M&I Restoration	600-52500-0000-07	\$ 8,999.10
Bureau of Reclamation (USBR-LA)	11/7/2025	110725	October usage 330 AF M&I Direct Pumping	600-52510-0000-07	\$ 4,481.40
Bureau of Reclamation (USBR-LA)	11/7/2025	110725	October usage 330 AF M&I Direct Pumping Other	600-52510-0000-07	\$ 910.80
			<b>Total payment amount</b>		<b>\$ 30,509.20</b>

Daily Pay.gov total \$ 30,509.20

Customer # 3000019331

Online entry by: *[Signature]*  
Date: 11/7/25



Agenda

Item

# 4





# Agenda

Item

# 5

## Water Resource Association of San Benito County

### Memorandum

Date: 23 October, 2025

To: WRASBC Committee

From: Lundi Barroso-Osorio, Water Conservation Program Manager

### Report June-September

#### A. Ultra Low-Flow Toilet (ULFT) Replacement (BMP 14)

Residential: 11

#### B. Water Survey Program / Residential Plumbing Retrofit for Single-Family and Multi-Family Residential Customers (BMP 1 & 2)

Surveys (BMP 1): 74

Plumbing Retrofits: 74

#### C. Landscape Audits (BMP 5) – Model Efficient Landscape Ordinance

• 1135 San Felipe Ave.

• ENZ, 1960 & 1970 Airway

• ENZ, 1960 & 1970 Airway – Final Review

• Everglen Lots: 17–19

• Willow Landing Lots: 27–32

• Twin Oaks Lots: 115–118

#### D. Public Information (BMP 7)

Cupertino Marketing: Stopped running as of August due to business closure.

Social Media: Sending reminders via videos

#### E. Water Softener Replacement Program

Water Softener Replacement Rebates: None reported.

#### F. School Education Program (BMP 8)

No new updates reported for this period.

#### G. Conservation Programs for Commercial, Industrial, and Institutional Accounts (BMP 9)

No new updates reported for this period.

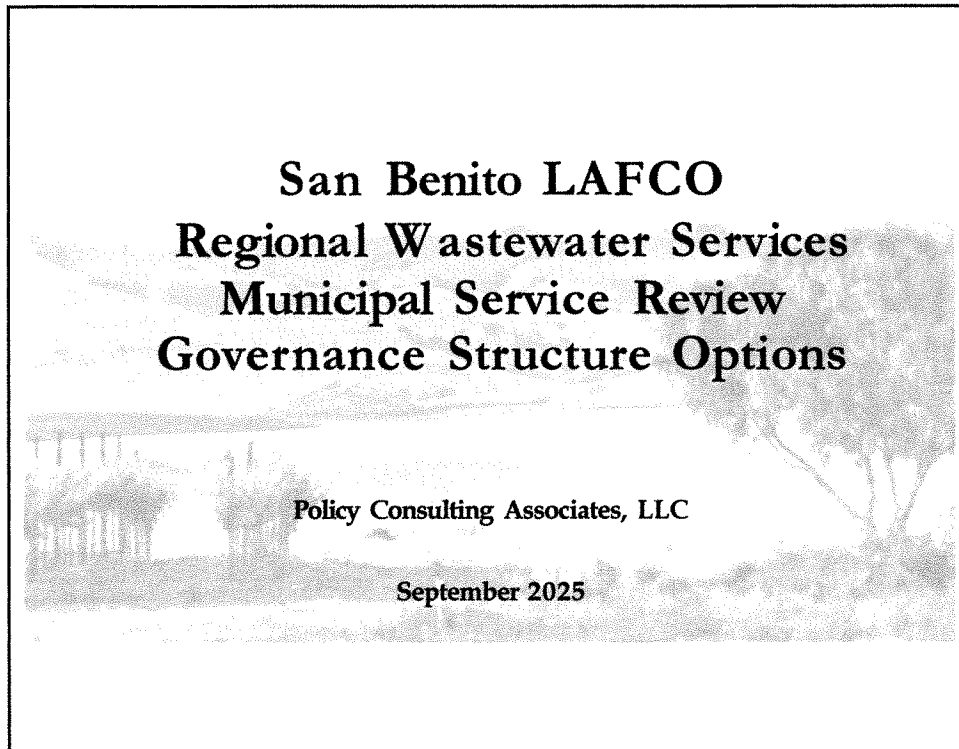
**NEXT WRASBC COMMITTEE MEETING: Thursday, December 11th at 4:00 p.m.**



Agenda

Item

# 6



1

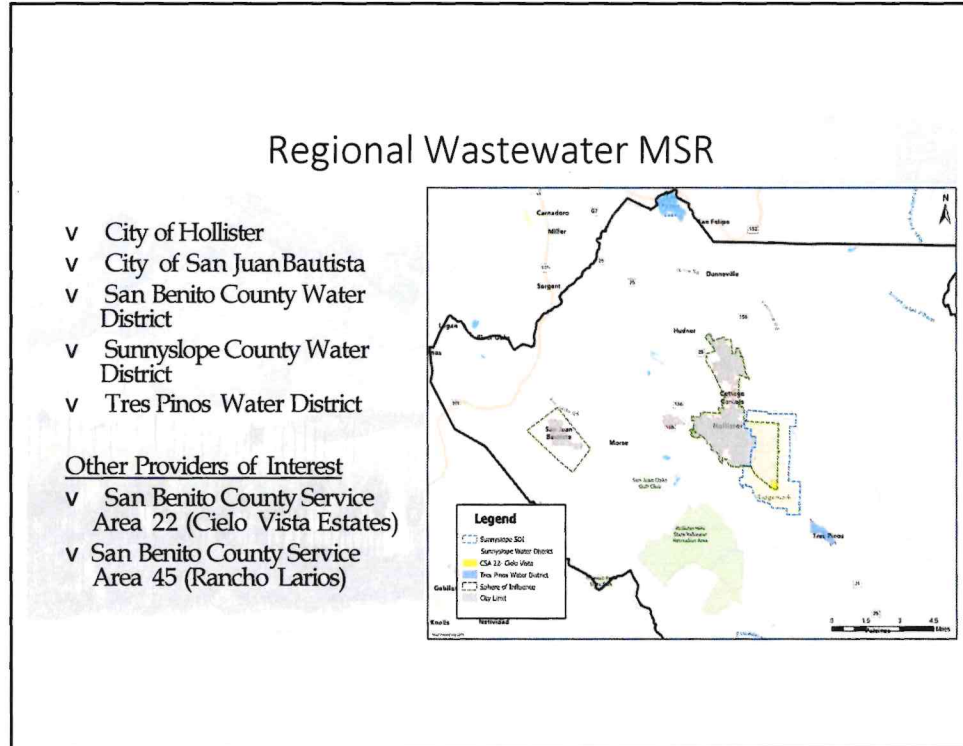
### **What is a Municipal Service Review (MSR)?**

In order to prepare and update spheres of influence in accordance with Section 56425, the Commission shall conduct a service review of the municipal services provided in the county or other appropriate area designated by the Commission.

- *Government Code §56430*

The MSR content is predetermined by Government Code §56430, which requires LAFCO to make determinations on service capacity, infrastructure needs, disadvantaged communities, growth, financial ability, shared facilities, governance, and other factors related to efficient service delivery.

2



3

### MSR Updates per Ad Hoc's Recommendation

The Public Review Draft of the MSR was released on December 6, 2024, for a one-month public review period. No comments were received. Due to turnover in the LAFCO Commission composition, newly appointed Ad Hoc Committee members provided further direction specific to the governance options.

- v **LAFCO Neutrality:** Clarify that the presented options do not reflect LAFCO's current or future support;
- v **Agency-led Decisions:** Clarify that consensus and implementation of any option is the responsibility of the affected agencies, not LAFCO;
- v **Further Review Required:** Emphasize that all options will require further analysis, including CEQA review to evaluate potential for development and related impacts;
- v **Options Summary:** Add a summary table that outlines each option with associated pros and cons;
- v **Agency Input:** Request feedback from affected agencies on the identified options.

4



### Recommended Governance Structure Options— Multi-Agency

Identified Options	Agencies Involved	Benefits	Challenges
Formation of a Regional Sanitation District	<ul style="list-style-type: none"> <li>✓ County</li> <li>✓ Hollister</li> <li>✓ SJB</li> <li>✓ SCWD</li> <li>✓ TPCWD</li> </ul>	<ul style="list-style-type: none"> <li>• Increase efficiency across agencies</li> <li>• Service level consistency</li> <li>• Address out-of-area connections</li> <li>• Eliminates disenfranchisement by incorporating all extra-territorial connections into boundaries</li> </ul>	<ul style="list-style-type: none"> <li>• Requires substantial coordination</li> <li>• Requires relinquishing local control</li> <li>• Asset ownership transfer</li> <li>• Potential growth impacts</li> <li>• Further analysis necessary, particularly CEQA review</li> </ul>
Joint Powers Authority	<ul style="list-style-type: none"> <li>✓ County</li> <li>✓ Hollister</li> <li>✓ SJB</li> <li>✓ SBCWD</li> <li>✓ SCWD</li> <li>✓ TPCWD</li> </ul>	<ul style="list-style-type: none"> <li>• Interim and non-drastic option</li> <li>• Shared resources</li> <li>• Retain local power</li> <li>• No LAFCO approval required</li> <li>• Enhanced multi-jurisdictional planning</li> </ul>	<ul style="list-style-type: none"> <li>• Requires clear agreements and coordination</li> <li>• Identification of the agencies to be involved</li> <li>• Does not address extraterritorial services</li> </ul>

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### Recommended Governance Structure Options— Hollister

Identified Options	Benefits	Challenges
Establishing a Subsidiary District	<ul style="list-style-type: none"> <li>• Retain local powers</li> <li>• Addresses the out-of-area connections that are immediate to the City</li> <li>• Potential connection for proposed developments within district boundaries</li> </ul>	<ul style="list-style-type: none"> <li>• ≥ 70 % must be within the City</li> <li>• Not all out-of-area connections can participate</li> <li>• Must ensure that new customers "pay fair share."</li> </ul>
Retire the Hollister Urban Service Area	<ul style="list-style-type: none"> <li>• Ensure consistency with Resolution No. 2003-02 adopted by San Benito LAFCO which eliminates use of Hollister USA</li> <li>• Alignment with current LAFCO policy</li> </ul>	<ul style="list-style-type: none"> <li>• Updates to various City planning documents may be required</li> </ul>
Evaluate/possibly rename or retire the Hollister Urban Area	<ul style="list-style-type: none"> <li>• Avoid confusion with Hollister USA</li> <li>• Avoids implication that connections will be allowed outside city limits</li> <li>• Returns focus to SOI as appropriate urban planning tool</li> </ul>	<ul style="list-style-type: none"> <li>• Updates to various City planning documents may be required</li> </ul>

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**Recommended Governance Structure Options—  
Hollister & County Proxy  
(San Benito County Water District or County Service Area)**

Identified Options	Benefits	Challenges
The County buys a portion of Hollister’s capacity to provide service to new developments and out-of-area connections	<ul style="list-style-type: none"> <li>• Addresses Hollister’s out-of-area connections</li> <li>• Revenue for Hollister</li> <li>• Supports County development approvals</li> <li>• Ensures new customers pay their “fair share”</li> </ul>	<ul style="list-style-type: none"> <li>• Feasibility challenges</li> <li>• Capacity constraints</li> <li>• Potentially growth-inducing</li> <li>• Environmental review required</li> </ul>
AND		
SBCWD activates its latent powers to provide wastewater services and act as a mechanism for service provision for the County		
OR		
Formation of a County Service Area as a mechanism for service provision for the County		

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**Recommended Governance Structure Options— San Juan Bautista**

Identified Options	Benefits	Challenges
Propose an updated SOI that aligns with the City’s planning documents and seek approval by LAFCO	<ul style="list-style-type: none"> <li>• Ensures compliance with CKH</li> </ul>	<ul style="list-style-type: none"> <li>• Updates to various City planning documents may be required</li> </ul>

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**Recommended Governance Structure Options—  
Sunnyslope & Tres Pinos**

Identified Options	Benefits	Challenges
Consolidation or Annexation of Tres Pinos County Water District to Sunnyslope County Water District	<ul style="list-style-type: none"> <li>• Existing Partnership</li> <li>• Streamline water and wastewater services</li> <li>• Improve consistency of service levels across utilities</li> <li>• Improve efficiency</li> <li>• Address Tres Pinos' aging infrastructure and financial constraints</li> </ul>	<ul style="list-style-type: none"> <li>• Relinquish local control for Tres Pinos</li> </ul>

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**Recommended Governance Structure Options— CSA #22 (Cielo Vista )**

Identified Options	Benefits
Dissolution of CSA #22	<ul style="list-style-type: none"> <li>• Compliance with SB 448 (Wieckowski) which mandates LAFCO to initiate dissolution of inactive CSAs</li> </ul>

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### Recommended Governance Structure Options— CSA #45 (Rancho Larios)

Identified Options	Benefits	Challenges
Dissolution of CSA #45	<ul style="list-style-type: none"> <li>• Compliance with SB 448 (Wieckowski) which mandates LAFCO to initiate dissolution of inactive CSAs</li> </ul>	<ul style="list-style-type: none"> <li>• Plan for services may be required depending on current service levels by HOA</li> <li>• Identification of a public successor agency may be required</li> </ul>

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### Stakeholder Comments as of September 2025

Agency	Feedback Received
City of Hollister	<input checked="" type="checkbox"/> Yes
City of San Juan Bautista	<input checked="" type="checkbox"/> No
San Benito County Water District	<input checked="" type="checkbox"/> No
Sunnyslope County Water District	<input checked="" type="checkbox"/> No
Tres Pinos County Water District	<input checked="" type="checkbox"/> No
CSA #22 (Cielo Vista)	<input checked="" type="checkbox"/> No
CSA #45 (Rancho Larios)	<input checked="" type="checkbox"/> No

*Any feedback on the options identified?*

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**San Benito County Water District  
Agenda Transmittal**

**Agenda Item:**

7

**Meeting Date:** November 19, 2025

**Submitted By:** Brett Miller

**Presented By:** Brett Miller

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**Agenda Title:** Consider Approval of Ordinance Repealing and Reestablishing Capacity Fees Within the District's Zone 6 Service Area, First Reading

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**1. SUBJECT:**

Introduction of a proposed Ordinance to repeal Ordinance No. 66 and reestablish capacity fees for new water service connections within the District's Zone 6 service area and add Chapter 4.53 to Title 4 of the District Code; approval to set a public hearing on December 17, 2025.

**2. STAFF RECOMMENDATION:**

Introduce and Waive the First Reading of An Ordinance of the Board of Directors of the San Benito County Water District Repealing and Reestablishing Capacity Fees Within the District's Zone 6 Service Area; Adding Chapter 4.53 to the District Code ("Capacity Fee Ordinance"). (**Attachment 1.**)

Approval to Set a Public Hearing on December 17, 2025, for the Second Reading and Potential Adoption of the Capacity Fee Ordinance.

**3. DISCUSSION:**

**3.1 Repeal of Ordinance No. 66**

On October 13, 2025, the District received a letter from the Building Industry Association of the Bay Area ("BIA"), informing District staff that BIA was not notified of the District's prior capacity fee ordinance (Ordinance No. 66) in accordance with law. (**Attachment 2.**) The Government Code requires that public agencies provide 14 days notice to any interested party who files a written request with the agency for notice of meetings regarding new or increased fees or service charges. The BIA filled such a request on April 1, 2025, which was in effect at the time the District adopted its capacity fees pursuant to Ordinance No. 66.

To address the potential risk of litigation by the BIA, the District's staff and legal counsel recommend that the Board of Directors repeal the capacity fees established by Ordinance No. 66, refund any capacity fees collected since Ordinance No. 66 took effect, and reestablish the same capacity fees through adoption of Ordinance No. 67.

### **3.2 Reestablished Capacity Fees Under Ordinance No. 67**

The capacity fees proposed by the Capacity Fee Ordinance will apply to all new water service connections that receive treated water from any of the District's wholesale water customers within the District's Zone 6 zone of benefit. The Capacity Fee Ordinance requires a one-time payment of \$12,327 per equivalent meter ("EM") that will be due in two equal installments (one prior to final map and the other prior to building permit). The revenues collected from capacity fees will be used to fund the costs of new water supply projects that the San Benito Urban Areas Water Supply and Treatment Master Plan Update ("Master Plan") determined were needed to meet anticipated future development. As a result, the intent of the Capacity Fee Ordinance is to require that new development pay the costs for the new water supply projects that are needed to accommodate projected future growth, as opposed to using fees paid by existing customers to subsidize that cost.

Under section 66013 of the Government Code, the District has the statutory authority to adopt capacity fees for new water service connections. Capacity fees are also commonly known as capacity charges, developer fees, development impact fees, or connection fees. Capacity fees are one-time capital charges assessed against a new development to recover the proportional share of capital facility investment necessary to accommodate growth. Capacity fees cannot exceed the estimated reasonable cost of providing the service for which the fee is charged. If a proposed capacity fee exceeds the estimated reasonable cost of providing service, then it is subject to a two-thirds voter approval requirement. (Government Code section 66013(a).)

In order to demonstrate that a proposed capacity fee does not exceed the estimated reasonable cost of the service provided and that voter approval of the capacity fee is not required, District staff engaged Raftelis Financial Consultants to develop a Capacity Fee Report. (**Attachment 3.**) This report evaluated the anticipated costs of the District's planned water supply expansion projects and used established methodology to determine the appropriate dollar amount for the capacity fee. The analysis in the Capacity Fee Report demonstrates that the proposed capacity fee amount (\$12,327 per EM) does not exceed the estimated reasonable cost of providing water service to new development. More details regarding the projects that will be funded by the capacity fee and the Capacity Fee Report's findings are discussed below.

*Proposed Capacity Fees.* The Capacity Fee Report evaluated the District's growth-related capital costs to be recovered by the capacity fees. This included the District's capital costs associated with two growth projects: (1) the North Area Groundwater Phase 1; and (2) BF Sisk growth-related capacity. The District's estimated adjusted capital cost for these growth projects is \$115.3 million. The proposed capacity fee is

therefore based on the adjusted capital cost divided by the estimated equivalent meters that can be served by that increased capacity.

Line Item	Value
Adjusted Capital Cost	\$115,294,935
Equivalent Meters	9,353
<b>Capacity Fee, \$/EM</b>	<b>\$12,327</b>

The proposed base capacity fee is \$12,327 for each new single-family dwelling unit (an “Equivalent Dwelling Unit” or “EDU”). The standard EM size, on which the capacity fee is based, relies on the assumption that a 5/8” meter is needed for each EDU. As the table below demonstrates, when the meter size goes up, then the applicable capacity fee increases proportionally. The applicable capacity fee for meters larger than 4” will be determined by the District upon request.

Meter Size	Ratio	Fee, \$/mtr
5/8"	1.00	\$12,327
3/4"	1.50	\$18,490
1"	2.50	\$30,817
1.5"	5.00	\$61,635
2"	8.00	\$98,616
3"	17.50	\$215,722
4"	31.50	\$388,300

The capacity fees will be eligible for annual inflationary increases each year based on the Consumer Price Index for the San Francisco Bay Area All Urban Index. As the base meter size is adjusted annually, the other meter sizes will be adjusted according to the ratios shown in the table above.

Addition of Chapter 4.53 to the District Code. Except for Ordinance No. 66, the District has not previously adopted capacity fees for new water service connections. If Ordinance No. 66 is repealed, the District’s Code of Regulations will not contain an applicable code chapter to which the proposed capacity fees can be incorporated. As a result, the proposed Capacity Fee Ordinance will add Chapter 4.53 to the District Code, setting forth the capacity fees and associated regulations.

Adoption Procedures. Under applicable law, the District cannot approve or adopt an Ordinance within five days of the first reading, and final adoption of the Ordinance must be at a regular meeting. The District’s legal counsel has recommended that the Ordinance be introduced and the first reading be waived at the November 19, 2025 meeting, as allowed under applicable law. Counsel further recommends that the Ordinance be adopted (*i.e.*, the “second reading”) at the December 17, 2025 meeting in the form of a “public hearing.” While applicable law does not expressly require a public hearing, it requires that “oral or written presentations” be allowed. Counsel recommends holding a public hearing as a legally conservative approach because it demonstrates

that the District offered clear opportunities for public engagement. Under applicable law, the Ordinance will become effective on the sixty-first day after its adoption (following the second reading).

**4. FISCAL IMPACT:**

Staff estimates that the proposed capacity fees will generate approximately \$115 million in revenue, as adjusted by future inflation, to cover the District's estimated capital costs associated with new growth.

**ATTACHMENTS:**

1. Proposed Ordinance of the Board of Directors of the San Benito County Water District (Repealing and Reestablishing Capacity Fees Within the District's Zone 6 Service Area; Adding Chapter 4.53 to the District Code).
2. October 13, 2025 letter from the Building Industry Association of the Bay Area
3. Raftelis Water Capacity Fee Final Report.

Recommendation: Staff recommends that the Board

Action Required: Resolution       X       Motion        Review       

---

Board Action

Resolution No. \_\_\_\_\_ Motion By \_\_\_\_\_ Second By \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

Reagendized \_\_\_\_\_ Date \_\_\_\_\_ No Action Taken \_\_\_\_\_

# **ATTACHMENT 1**

Proposed Ordinance of the Board of Directors of the San Benito County Water District  
Establishing Capacity Fees Within the District's Zone 6 Service Area; Adding Chapter  
4.53 to the District Code.

**ORDINANCE NO. 67**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE  
SAN BENITO COUNTY WATER DISTRICT  
(REPEALING AND REESTABLISHING CAPACITY FEES WITHIN THE  
DISTRICT'S ZONE 6 SERVICE AREA;  
ADDING CHAPTER 4.53 TO THE DISTRICT CODE)**

**BE IT ORDAINED BY THE BOARD OF  
DIRECTORS OF THE SAN BENITO  
COUNTY WATER DISTRICT THAT  
ORDINANCE NO. 67 IS ENACTED AS  
FOLLOWS:**

1. Repeal of Ordinance No. 66. The San Benito County Water District ("District") was alerted that it failed to provide prior notice of Ordinance No. 66 to authorized representatives of the Bay Area Building Industry Association ("BIA"), as required by Government Code section 66016(a). To address the risk of litigation by the Bay Area BIA, the District is repealing the capacity fees established by Ordinance No. 66, refunding any capacity fees collected since the Ordinance took effect, and reestablishing those capacity fees through adoption of Ordinance No. 67.
2. Authority. Pursuant to the Water Code Appendix sections 70-6 and 70-9.2, the District has the express authority to impose fees and charges for water service by any and every lawful act necessary for a sufficient water supply to be available for present and future beneficial use, and to establish such fees and charges by ordinance. District ordinances shall be adopted pursuant to the same procedures applicable to the County of San Benito. The District adopts this Ordinance to establish capacity fees for all new water service connections that will receive treated water from the District's wholesale water customers within the District's Zone 6 service area, as the boundaries of Zone 6 may be amended from time to time, including the Sunnyslope County Water District and the City of Hollister, as well as potential future customers in the City of San Juan Bautista, pursuant to sections 66013 and 66016 of the California Government Code.
3. Findings. The following findings are adopted by the Board.
  - a. The District owns water treatment plants in the Hollister Urban Area that deliver treated water to the District's wholesale water customers, which provide municipal and industrial water service within those customers' respective service areas. These wholesale customers include the Sunnyslope County Water District and the City of Hollister. The District contemplates that the City of San Juan Bautista may be added as a wholesale water customer.

- b. The District manages local and imported surface water through the San Benito River System and the San Felipe Distribution System in order to deliver imported Central Valley Project (“CVP”) water to the aforementioned retail water agencies.
- c. The District’s 2023 San Benito Urban Areas Water Supply and Treatment Master Plan Update states that current urban water demands are approximately 5,560 acre-feet per year (“AFY”), and that, due to anticipated urban growth, projected urban water demands will be approximately 12,500 AFY by 2045. Because existing water supplies cannot satisfy anticipated future demand, the 2023 San Benito Urban Areas Water Supply and Treatment Master Plan Update identifies potential future projects that can provide supplemental water supplies for new development.
- d. The District finds that new growth within the District’s Zone 6 which will receive treated water from District-owned treatment facilities should pay a fair share of the cost of future projects that can provide supplemental water supplies for new development and that existing customers should not subsidize the cost of providing supplemental water for new growth.
- e. The capacity fees established herein are for the purposes of funding capital projects and improvements necessary to provide supplemental water for new growth within the District’s Zone 6.
- f. Pursuant to Government Code section 66016.6, the District prepared a Water Capacity Fee Report (“Capacity Fee Study”) to evaluate capacity fees that can be charged to new development to fund the costs of supplemental water supplies that do not exceed the estimated reasonable cost of providing water service.
- g. Pursuant to Government Code sections 66016(a) and 66016.6, at least 14 days prior to the first reading of Ordinance No. 67, held on November 19, 2025, the District posted on its website, shared with interested stakeholders, and made available to at its district office, located at 30 Mansfield Road in Hollister, California, the Capacity Fee Study containing evidence that demonstrates the capacity fees do not exceed the estimated reasonable cost of providing service.
- h. The District’s decision to adopt capacity fees is not subject to environmental review under the California Environmental Quality Act (“CEQA”). First, the capacity fees, in and of themselves, do not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment and therefore are not considered a

“project” under CEQA. (Pub. Resources Code, § 21065; 14 Cal. Code Regs., § 15378, subd. (a).) Further, capacity fees are a government funding mechanism that does not involve any commitment by the District to any specific project which may result in a potentially significant physical impact on the environment. (14 Cal. Code Regs., § 15378, subd. (b)(4).)

- i. The capacity fees will not be levied as an incident of property ownership but are levied solely at the request of a property owner or its agency for the privilege of gaining access to water supplies from the District’s treated water system and related facilities.
  - j. The capacity fees for new connections do not involve rates, delivery charges, or fixed monthly charges for water delivery or treatment. The capacity fees are imposed only as a condition of receiving water service through new connections.
  - k. The capacity fees adopted by this Ordinance do not exceed the estimated reasonable costs of providing the services for which the fees or charges are imposed.
4. Adoption of Water Capacity Fee Report. The capacity fees reflected in the Capacity Fee Study are hereby adopted as the new capacity fees for all new water service connections that will receive treated water from the District’s wholesale water customers within the District’s Zone 6 service area, as the boundaries of Zone 6 may be amended from time to time, including the Sunnyslope County Water District and the City of Hollister as well as potential future customers in the City of San Juan Bautista.
5. Addition of Chapter 4.53 to the District Code. Chapter 4.53 shall be added to the District Code of Regulations setting forth the capacity fees adopted pursuant to this Ordinance, and shall read in full as follows:

**Chapter 4.53 – CAPACITY FEES**

**4.53.010 – Purpose and intent.**

The purpose and intent of this Chapter is to set forth the rules and regulations that shall apply to capacity fees for new water service connections that will receive treated water from the District’s wholesale water customers within the Zone 6 service area, as the boundaries of Zone 6 may be amended from time to time, including the Sunnyslope County Water District and the City of Hollister, as well as potential future customers in the City of San Juan Bautista.

**4.53.020 – Applicability.**

The capacity fees established by this Ordinance shall apply to new water service connections that will receive treated water from the District's wholesale water customers within the District's Zone 6 service area, as the boundaries of Zone 6 may be amended from time to time, including the Sunnyslope County Water District and the City of Hollister, as well as potential future customers in the City of San Juan Bautista.

**4.53.030 – Effective date.**

The capacity fees shall take effect at 12:01 a.m. on the sixty-first day following the final Board action on the adoption of the capacity fee or an increase thereto.

**4.53.040 – Capacity fees.**

A capacity fee for the right of service in existing, proposed, and pending water supply, treatment, storage, transmission, and distribution facilities of the District shall be payable to the District for all new water service connections that will receive treated water from the District's wholesale water customers within the District's Zone 6 service area, as the boundaries of Zone 6 may be amended from time to time, including the Sunnyslope County Water District and the City of Hollister, as well as potential future customers in the City of San Juan Bautista. The capacity fees shall be in the amounts set forth in Appendix A of this Chapter, incorporated herein by reference.

**4.53.050 – Adjustment of capacity fees.**

The capacity fees shall be automatically adjusted each July 1 using the Consumer Price Index for the San Francisco Bay Area—All Urban Index for May of the then current year and May of the previous year.

**4.53.060 – Payment of all fees.**

No property or facility within the boundaries of the District's Zone 6 service area, as the boundaries of Zone 6 may be amended from time to time, shall be eligible to receive treated water from the District's wholesale water customers, including the Sunnyslope County Water District and the City of Hollister, as well as potential future customers in the City of

San Juan Bautista, until all applicable capacity fees are paid in full. The full payment of all applicable capacity fees shall be due prior to obtaining the respective building permit(s) for the development project.

**4.53.070 – Effect of Repeal or Amendment on Past Actions and Obligations.**

This Ordinance does not affect prosecutions for ordinance violations committed prior to the effective date of this Ordinance, does not waive any fee or penalty due and unpaid on the effective date of this Ordinance, and does not affect the validity of any bond or case deposit posted, filed, or deposited pursuant to the requirements of any ordinance.

**4.53.080 – Expiration of building permit.**

If a building permit expires, those capacity fees previously paid in relation thereto shall not be refunded. If a new building permit is subsequently sought for the same parcel, a capacity fee shall be paid prior to issuance of a new permit. The amount of the capacity fee shall be the current capacity fee less the prior amount paid.

**4.53.090 – Fee limitation.**

The capacity fees adopted by this Ordinance shall not exceed the estimated reasonable costs of providing the services for which the capacity fees are imposed. Any charges that exceed the reasonable costs of providing the service shall be refunded.

**4.53.100 – Record of fees.**

The District shall keep accurate records concerning the collection of capacity fees. Such records shall set forth the amount of capacity fees paid for each parcel of land, building, or improvement within the District's Zone 6 boundaries.

**4.53.110 – Rounded fees.**

Capacity fees shall be rounded to the nearest dollar.

**4.53.120 – Appeals.**

An appeal from any decision or determination made pursuant to this Chapter may be made to the Board of Directors. Any such appeal shall be in writing and shall be filed with the District’s Manager of Administration, Finance, and Business Services within 15 days after the decision or determination. In the absence of such an appeal, the decision or determination shall be deemed final. In the event of such an appeal, the decision or determination appealed shall be final upon the final decision reached by the Board of Directors upon such an appeal.

6. Effective Date of Ordinance. Pursuant to Government Code section 66017(a), this ordinance shall become effective and in full force and effect at 12:01 a.m. on the sixty-first day after its final passage.
7. Publication. Within 15 days after its passage, this Ordinance shall be published once in a newspaper of general circulation in the County of San Benito, State of California, together with the names of the members of the Board of Directors voting for and against the same.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of December 2025, by the San Benito County Water District Board of Directors by the following vote:

AYES:           DIRECTORS:  
NOES:           DIRECTORS:  
ABSENT:       DIRECTORS:  
ABSTAIN:       DIRECTORS:

(Signature of presiding Board member  
Attested by Board Secretary  
Ordinance #67)

---

Doug Williams  
President

ATTEST:

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Barbara L. Mauro  
Board Secretary

**APPENDIX A – WATER CAPACITY FEES**

A. RATE PER EQUIVALENT METER - \$12,327

B. WATER SUPPLY CAPACITY AT DIFFERENT METER SIZES

The table included herein sets forth the capacity fee for different meter sizes, from 5/8" to 4". The District will charge new single family residences which are required to install a 1" meter for fire requirements at the 5/8" capacity fee.

<b>Meter Size</b>	<b>Ratio</b>	<b>Fee, \$/mtr</b>
5/8"	1.00	\$12,327
3/4"	1.50	\$18,490
1"	2.50	\$30,817
1.5"	5.00	\$61,635
2"	8.00	\$98,616
3"	17.50	\$215,722
4"	31.50	\$388,300

**Meters Larger than 4":** The capacity fee for meters that are greater than 4" shall be set by the District upon request.

## **ATTACHMENT 2**

October 13, 2025 letter from the Building Industry Association of the Bay Area



October -, 2025

Board President Doug Williams & Directors  
San Benito County Water District  
30 Mansfield Road  
Hollister, CA 95023

TRANSMITTED VIA EMAIL

**RE: Request to Rescind SBCWD Capacity Fees per Ordinance 66**

Dear Board President Williams and Directors,

BIA Bay Area (BIA), representing hundreds of home builders and related industries throughout the Bay Area, requests that the San Benito County Water District (SBCWD) Board of Directors immediately rescind the approval of Ordinance No. 66, "Establishing Capacity Fees within the District's Zone 6 Service Area" because the Capacity Fees approval was not properly notified according to Government Code 66016. If the Board of Directors wishes to readopt Capacity Fees, BIA requests that the public hearing be properly noticed.

Per California Government Code, on April 1, 2024, BIA Bay Area filed a Request for Notification of Fee Increase with the San Benito County Water District Clerk, Barbara Mauro, via email to [bmauro@sbcwd.com](mailto:bmauro@sbcwd.com). Under State law, this request requires the San Benito County Water District to notify BIA Bay Area in writing 14 days prior to the meeting during which levying a new or modified fee or service charge is being considered.

The SBCWD failed to notify BIA as requested 14 days prior to either the May 28, 2025 Board of Directors meeting wherein Ordinance 66, Capacity Fees was given First Reading, or the June 25, 2025 Board of Directors meeting where the Ordinance was given Second Reading.

Here is the content of the message that BIA sent to the Clerk:

The Building Industry Association of the Bay Area (BIA) hereby requests notice of any action to adopt or increase a fee or charge as described in Gov't Code 66016 and 66019:

*66016 (a) Prior to levying a new fee or service charge, or prior to approving an increase in an existing fee or service charge, a local agency shall hold at least one open and public meeting, at which oral or written presentations can be made, as part of a regularly scheduled meeting. Notice of the time and place of the meeting, including a general explanation of the matter to be considered, and a statement that the data required by this section is available, shall be mailed at least 14 days prior to the meeting to any*

*interested party who files a written request with the local agency for mailed notice of the meeting on new or increased fees or service charges. Any written request for mailed notices shall be valid for one year from the date on which it is filed unless a renewal request is filed. Renewal requests for mailed notices shall be filed on or before April 1 of each year. The legislative body may establish a reasonable annual charge for sending notices based on the estimated cost of providing the service.*

*At least 10 days prior to the meeting, the local agency shall make available to the public data indicating the amount of cost, or estimated cost, required to provide the service for which the fee or service charge is levied and the revenue sources anticipated to provide the service, including General Fund revenues...*

*66019(b) If a city, county, or city and county receives a request for mailed notice pursuant to this section, or a local agency receives a request for mailed notice pursuant to Section 66016, the city, county, or city and county or other local agency may provide the notice via electronic mail for those who specifically request electronic mail notification. A city, county, city or county, or other local agency that provides electronic mail notification pursuant to this subdivision shall send the electronic mail notification to the electronic mail address indicated in the request. The electronic mail notification authorized by this subdivision shall operate as an alternative to the mailed notice required by this section.*

However, the April 2025 Fee Notification Request was not the first contact BIA made with SBCWD regarding capacity fees. In the summer of 2023, the Mayor of the City of Hollister, concerned about the constraint to housing production that this fee posed, reached out to BIA to inform us of a potential massive new capacity fee being considered by SBCWD.

BIA then contacted SBCWD General Manager Steve Wittry in August 2023. Wittry's Executive Assistant Barbara Mauro coordinated a Zoom meeting with BIA and the GM on September 7, 2023, wherein Wittry and I discussed the rational and the potential devastating effects large fee increases will have on the production of new housing in the District.

Following that Zoom meeting BIA then commissioned a peer review of the Raftelis Fee Study, raising several concerns with the methodology, assumptions and recommendations contained in the Fee Study. Wittry promised to continue outreach to BIA once the new Manager of Administration, Finance and Business Services, Megan Holland, was fully onboard. No meeting with the new Manager ever occurred, and after following SBCWD Board agendas for about a year with no mention of a new Capacity Fee, I stopped following agendas. I attach emails and the BIA Peer Review of the Raftelis Capacity Fee Study to the letter.

The SBCWD capacity fee plus the Sunnyslope fee amount to a net \$6,626 increase on every new home built in the SBCWD jurisdiction. On a 200 home project, this represents nearly \$1.5 million in new, likely unbudgeted, costs. This is a devastating increase in costs to home production. The SBCWD Board should consider taking steps to mitigate the impact of the fee increase including phase in over 4 year period, collecting fees at issuance of certificate of occupancy instead of building permit, and "grandfathering" housing projects that have already secured entitlements.

Because the SBCWD failed to notify BIA Bay Area as requested per Government Code, the Board of Directors must cure this omission by readopting the Fee Ordinance after properly notifying BIA.

Thank you for your attention to this matter.

--

Dennis Martin  
BIA | Bay Area



BUILDING INDUSTRY ASSOCIATION

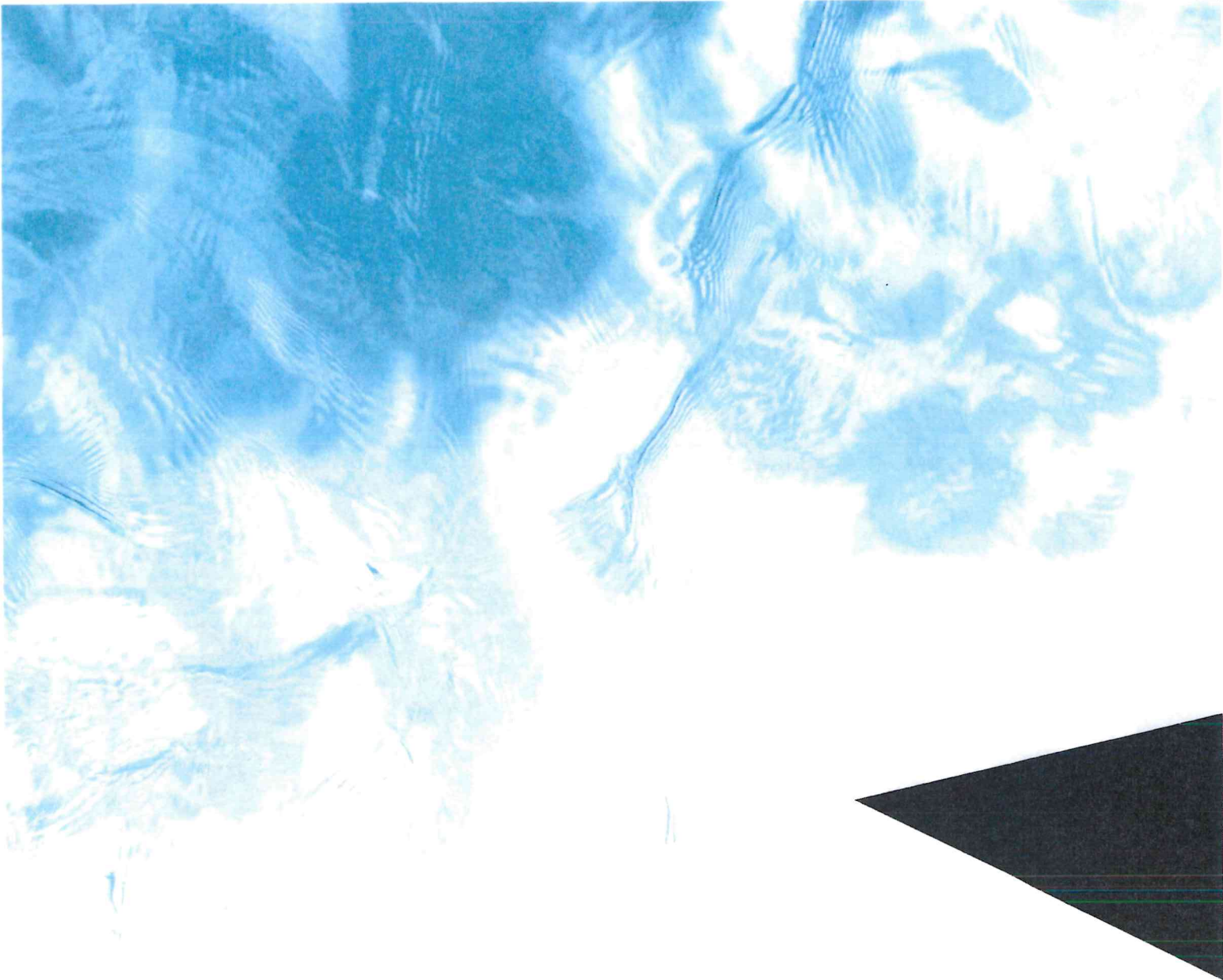
cc: Dana Jacobson, General Manager  
Barbara Mauro, Executive Assistant/Board Clerk

Encl: 8/31/23 Mauro email notification of Zoom meeting  
1/2/24 Wittry email  
Miscellaneous BIA email to Wittry  
12.20.23 BIA/DFA Peer Review of Raftelis Capacity Fee Study

# **ATTACHMENT 3**

Raftelis Water Capacity Fee Final Report





**SAN BENITO COUNTY WATER DISTRICT**

# **Water Capacity Fee Report**

**FINAL REPORT / MAY 7, 2025**





May 7, 2025

Mr. Brett Miller, CPA, CPFO  
Assistant General Manager  
San Benito County Water District  
30 Mansfield Road  
Hollister, CA 95023

**Subject: Water Capacity Fee Report – FINAL**

Dear Mr. Miller:

Raftelis is pleased to provide this Water Capacity Fee report for the San Benito County Water District (SBCWD) to develop a water capacity fee.

This report summarizes the methodology for calculating the fee and presents the recommended water capacity fee.

It has been a pleasure working with you, and we thank you and SBCWD staff for the support provided during the course of this study.

Sincerely,

A handwritten signature in black ink that reads "Theresa M. Jurotich".

**Theresa Jurotich, P.E. (KS, WA), PMP**  
Manager

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# 1. Executive Summary

## 1.1. Background

San Benito County Water District (SBCWD) manages the water resources within San Benito County and is the Groundwater Sustainability Agency for the county. SBCWD provides retail and wholesale potable water services as well as groundwater replenishment and recycled water. SBCWD owns two surface water treatment plants and manages local and imported surface water through the San Benito River System and the San Felipe Distribution System, respectively. A portion of the drinking water delivered to the Sunnyslope County Water District and City of Hollister becomes recycled water (from the City of Hollister’s reclamation plant) that is used for irrigation. The imported water improves overall water quality as the groundwater pumped from local aquifers has varying levels of salts and high mineral content.

## 1.2. Background of the Study

SBCWD is developing a capacity fee for the purpose of funding potential water supply projects to accommodate future growth in municipal customers. This report documents the resultant findings, analyses, and proposed SBCWD water capacity fees. The capacity fees documented in this report are in accordance with the rules and regulations of California State Government Code Section 66013. This report is the formal technical documentation in support of adoption of the water capacity facility fees within SBCWD’s service area including data sources, methodology, results, and comparisons.

The major objectives of the study include the following:

- Develop capacity fees to fund the proposed water supply expansion projects being developed by the SBCWD;
- Ensuring capacity fees are fair to both future users and to existing users who have invested, and reinvested, in the water supply system.

## 1.3. Capacity Fees

Capacity fees are also commonly known as developer fees, development impact fees, connection fees, and system development charges, among others. This report uses the term capacity fees reflecting the nomenclature most common in California. Capacity fees are one-time capital charges assessed against a new development to recover the proportional share of capital facility investment necessary to accommodate growth. Capacity fees are codified in the California Government Code Sections 66013-60025. Capacity fees must reflect the link between the fee imposed on, and the benefit received by, a new connection to the system. The fee charged may not exceed the estimated reasonable cost of providing the service for which the fee is charged.

Broadly, utilities use one of three different methodologies to calculate capacity fees: Buy-In, Incremental, and Hybrid; with variations of each dictated by local community and system characteristics, as well as policy objectives. Utilities have broad latitude in the method and approach used to calculate fees provided the fees do not exceed the estimated reasonable cost for providing service for which the fee is charged.

## 1.4. Recommended Fees

Since SBCWD is capacity constrained, the Raftelis Team recommends using the incremental method. Raftelis worked closely with SBCWD staff and referenced the Final San Benito Urban Areas Water Supply and Treatment Master Plan Update (October 25, 2023) to determine the estimated cost of proposed water supply expansion projects and the estimated number of new equivalent single family dwelling units (EDU) that could be supported by the proposed water supply expansion projects. In an email from HDR on May 2, 2025, an EDU was defined as a 5/8” meter (equivalent meter (EM)).

The capacity fee is \$12,327/EM. The fee for other meter sizes is determined based on AWWA safe operating capacities. This fee will be adjusted annually each July 1 using the Consumer Price Index for the San Francisco Bay Area – All urban index for May of the then current year and May of the previous year.

## 2. Background

For publicly owned systems, most of the assets are typically paid for by the contributions of existing customers through rates, charges, securing debt, and taxes. In service areas that incorporate new customers, the infrastructure developed by previous customers is generally extended towards the service of new customers. Existing customers' investment in the existing system capacity allows newly connecting customers to take advantage of unused surplus capacity. To further economic equality among new and existing customers, new connectors will typically "Buy-In" to the existing and pre-funded facilities based on the existing assets, effectively putting them on par with existing customers. In other words, the new users are buying into the existing system based on the replacement costs of existing assets to continue to provide the same level of service to new customers through repairs, expansions, and upgrades to the system.

The basic economic philosophy behind capacity fees is that the costs of providing service should be paid for by those that receive utility from the product. To achieve fair distribution of the value of the system, the charge should reflect a reasonable estimate of the cost of providing capacity to new users and not unduly burden existing users through a comparable rate increase. Accordingly, many utilities make this philosophy one of their primary guiding principles when developing their capacity fee structure.

The philosophy that service should be paid for by those that receive utility from the product is often referred to as "growth-should-pay-for-growth." The principal is summarized in the American Water Works Association (AWWA) Manual M26: Water Rates and Related Charges:

*"The purpose of designing customer-contributed-capital system charges is to prevent or reduce the inequity to existing customers that results when these customers must pay the increase in water rates that are needed to pay for added plant costs for new customers. Contributed capital reduces the need for new outside sources of capital, which ordinarily has been serviced from the revenue stream. Under a system of contributed capital, many water utilities are able to finance required facilities by use of a 'growth-pays-for-growth' policy."*

This principle, in general, applies to water, wastewater, and storm drainage systems. In the excerpt above, customer-contributed-capital system charges are equivalent to capacity fees.

Values shown in report tables and figures are rounded to the digit shown. Therefore, any manual reproduction of the calculations shown may not match the precise results displayed in the report.

### 3. Methodology Overview

A capacity fee is a one-time charge paid by a new water system customer for the cost of backbone facilities and incremental expansion necessary to provide water system capacity to that new customer. However, it is also assessed to existing customers requiring increased water system capacity. Backbone facilities refers to those components of the system that are necessary to provide service to all customers, inclusive of supply, treatment and transmission lines. Revenues generated by this charge are used to pay for growth-related water facilities.

#### 3.1. Capacity Fee Methodologies

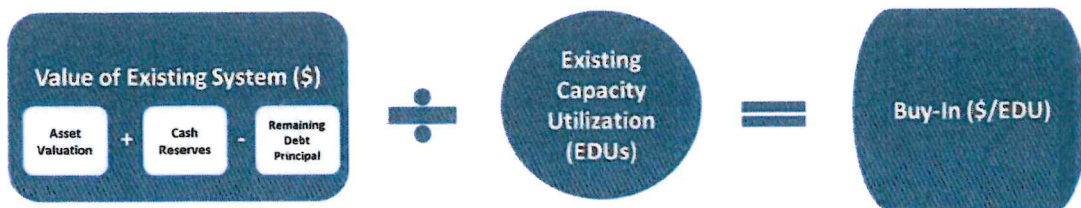
The method for calculating capacity fees generally utilizes one of the following three approaches: Buy-In, Incremental, or Hybrid. The Buy-In approach is designed to recover the historical costs of plant investment in proportion to the amount of built capacity, some of which is available for new growth. The Incremental approach is designed to recover the costs of future growth-related projects and the additional capacity those projects will yield. The Hybrid approach is appropriate where some remaining capacity is available in the existing system and where new, future facilities are required for development.

##### 3.1.1. Buy-In Method

The Buy-In Method is based on the premise that new customers are entitled to service at the same cost as existing customers. Under this approach, new customers pay only an amount equal to the current system value, either using the original cost or replacement cost as the valuation basis and either netting the value of depreciation or not. This net investment, or value of the system, is then divided by the current capacity utilization on the system by existing users to determine the Buy-In cost per unit.

For example, if the existing system has 100 equivalent dwelling units and the new connector uses an equivalent unit, then the new customer would pay 1/100 of the total value of the existing system. By contributing this capacity fee, the new connector has “bought in” to the existing system. The new user has effectively acquired a financial position on par with existing customers and will face future capital investment on equal financial footing with those customers. This approach is suitable when: (1) an agency has built most or all of their facilities and only a small, or no, portion of future facilities are required for build-out development, (2) an agency does not have a detailed adopted long-term capital improvement plan, or (3) an agency’s “build-out” date is so far out in the future that it is difficult to accurately project growth and required facilities with precision. Figure 3-1 shows the framework for calculating an Equity Buy-In capacity fee.

Figure 3-1: Formula for Equity Buy-In Approach

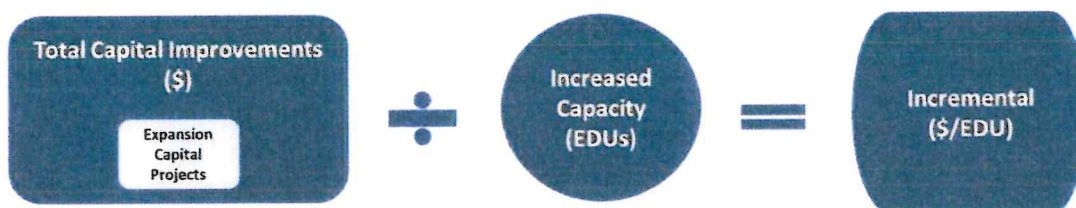


### 3.1.2. Incremental Cost Method

The Incremental-Cost Method states that new development (new users) should pay for the additional capacity and expansions necessary to accommodate them. This method is typically used when there are specific capital improvements needed to furnish growth for new development. Under the Incremental-Cost Method, growth-related capital improvements are allocated to new development based on their estimated usage or capacity requirements, irrespective of the value of past investments made by existing customers.

For instance, if it costs X dollars (\$X) to provide water supply for 100 additional equivalent dwelling units and a new connector uses one of those equivalents, then the new user would pay \$X/100 to connect to the system. In other words, new customers pay the incremental cost of capacity based on the estimated cost of the new facility projects. This method is generally used when detailed facilities are identified for the capacity required to serve new customers and little to no existing system capacity is available for development. While California Code 66013 (b)(3) does not define a specific period over which to include future projects, these periods can be as long as a master planning period. Figure 3-2 shows the framework for calculating an incremental cost capacity fee.

Figure 3-2: Formula for Incremental Cost Method



### 3.1.3. Hybrid Method

The Hybrid Method is typically used where some capacity is available to serve new growth, but additional expansion is still necessary to accommodate new development. Under the hybrid method, the capacity fee is based on a weighted average of the existing capacity value and the costs of necessary expansions (i.e., the Buy-In component and the Incremental-cost component).

Capital improvements that are required to serve existing users and expand system capacity to serve future customers may be included proportionally to the percentage of the cost specifically required for expansion of the system.

### 3.1.4. Recommended Methodology

Since SBCWD is capacity constrained, the Raftelis Team recommends using the incremental method.

## 3.2. Asset Valuation Options

Four principal methods are used to estimate the value of existing facilities: original cost, replacement cost, original cost less depreciation, and replacement cost less depreciation.

### 3.2.1. Original Cost

The principal advantages of original cost valuation are relative simplicity and stability since the recorded costs of fixed assets are held constant. The major criticism levied against the original cost method is that it

disregards changes in the time value of money, and future capital costs, which are attributable to inflation and other factors. As evidenced by history, prices tend to increase rather than to remain constant or decrease. This situation may be exacerbated since most water and sewer systems are developed over time on a piecemeal basis as demanded by the customer base and service area growth. Consequently, each asset addition is paid for with dollars of different purchasing power. When these outlays are added together to obtain a plant value, the result can be misleading. Additionally, original cost does not account for the depreciation of facilities and other assets as they age, which may not be representative of the state of the systems. We discuss depreciation in further detail below.

### **3.2.2. Replacement Cost**

Changes in the value of the dollar over time, represented by cost inflation, is recognized by the replacement cost valuation. The replacement cost represents the cost of duplicating the existing water and sewer facilities (or duplicating their functions) at current dollars. Unlike the original cost approach, the replacement cost approach recognizes price level changes that have occurred since plant construction and subsequent investments. The most accurate replacement cost valuation requires a physical inventory and appraisal of plant components in terms of their replacement costs at the time of valuation. However, with original cost records available, a reasonable approximation of replacement cost plant value can be easily derived by trending historical original costs. This approach employs the use of cost indices to express actual capital investment by the utility in current dollars. An obvious advantage of the replacement cost approach is that it accounts for changes in the value of money over time. However, just like original cost it does not account for the depreciation of facilities and other system assets.

### **3.2.3. Original Cost Less Depreciation**

The current value of water and sewer facilities is materially affected by the effects of age. All assets have estimated useful lives, which vary by type. For example, pumps may have a 20-year life, buildings 50 years, and pipelines 40-80 years depending on the material of construction. Each year an asset is revalued by the fraction of its useful life relative to its original cost. This is referred to as straight line or linear depreciation. At the end of an asset's useful life, it is worth zero dollars on paper, though it may still be in service. Depreciation accounts for estimated devaluation in system assets caused by wear and tear, decay, inadequacy, and obsolescence. To provide appropriate recognition of the effects of depreciation on existing water and sewer systems, the original cost valuation can be expressed as net of depreciation to yield the original cost less depreciation. Accumulated depreciation is computed for each asset and reduces the valuation based on age or condition, from the respective total original cost.

### **3.2.4. Replacement Cost Less Depreciation (RCLD)**

The RCLD is identical to the original cost less depreciation valuation method, with the exception that asset cost and asset depreciation is expressed in today's dollars rather than the value of the dollar when the asset was placed in service. Original cost and depreciation are inflated using historical indices to reflect today's dollars. Replacement cost depreciation is then subtracted from the replacement cost of the asset to yield replacement cost less depreciation. RCLD allows for an accounting of system assets in present value while also accounting for proportional devaluation via depreciation. To reiterate from Section 3.2.2, replacement cost is the common nomenclature; however, in the context of this study it is not a process to appraise or receive bids on replacing each existing asset or facility; it is instead a method of approximating the replacement cost of existing facilities based on historical construction cost increases.

### **3.2.5. Recommended Asset Valuation Method**

Raftelis recommends using the RCLD method to account for today's replacement cost for system improvements while acknowledging the remaining useful life of the system facilities. This valuation approach ensures that future users' investment represents a fair share of the system in both the accounting sense and the level of service these future users are purchasing.

## 4. Capacity Fee Development

The incremental method capacity fee is based on the cost of potential water supply expansion projects divided by the additional capacity provided by those projects. Potential water supply expansion projects have been identified by SBCWD’s engineering consultants, HDR<sup>1</sup>.

Table 4-1 shows the steps to determining the estimated number of single-family residential (SFR) dwelling units that can be served by the proposed water supply expansion projects. Per HDR, the average annual yield of the North Area Groundwater Phase 1 is anticipated to be approximately 1,000 AF, and the average yield of the BF Sisk project is anticipated to be approximately 1,500 AF<sup>2</sup>. Due to mixing of water sources to meet quality requirements, each unit of demand for new developments will be met with an 81/19 percent mix of new water source to current water source. This in effect increases the average annual yield to 3,086 AF. The presumed average demand per single-family residential dwelling unit is 0.33 AF<sup>3</sup>. Dividing 3,086 AF of capacity by 0.33 AF of demand per unit results in an estimated 9,353 single-family equivalent units that can be served by the new capacity. The equivalent meter (EM) size associated with an EDU is a 5/8” meter per an email from HDR on May 2, 2025.

**Table 4-1: Estimated New Units Served by Growth Projects**

Line Item	Average Annual Yield,		Unit
	AF	Growth	
North Area Groundwater Phase 1	1,000	100%	1,000
BF Sisk growth-related capacity, AF	1,500	100%	<u>1,500</u>
Total additional capacity, AF			2,500
% of New Demand met through New Sources			0.81
Adjusted additional capacity, AF			3,086
Demand (AF)/SFR unit			0.33
Estimated new units (5/8" meters)			9,353

Table 4-2 shows the development of the growth-related capital cost to be recovered by the capacity fee. The capital cost for the two growth projects in February 2021 dollars as developed by HDR is \$64.1 million<sup>4</sup>. Those costs were escalated to 2025 dollars using the Engineering News Record Construction Cost Index for San Francisco between February 2021 and February 2025. In addition to the capital costs, costs associated with financing the projects have been included. The discounted value of the cost of issuance on debt funding and debt interest have been added. The discounted value of the interest earnings on a debt reserve fund associated with planned debt issues have been subtracted. The cost of issuance and interest earnings on the debt reserve fund are discounted using a 0.5 percent discount rate, which is the presumed interest earnings rate. The debt interest has been discounted using an estimated real rate of 2.2 percent, which is calculated as the debt interest rate (5.6 percent) less the 5-year average Consumer Price Index for San Francisco (3.4 percent). The adjusted capital cost is \$115.3 million.

<sup>1</sup> Kennedy, Holly, et al., “Final San Benito Urban Areas Water Supply and Treatment Master Plan Update”, HDR, Folsom, California, October 25, 2023.

<sup>2</sup> Ibid.

<sup>3</sup> Ibid.

<sup>4</sup> Ibid.

**Table 4-2: Adjusted Capital Cost**

<b>Basis of Proposed Water Supply Capacity Fees</b>	
Growth Capital Projects	\$74,364,246
Cost of Issuance, Discounted	\$458,746
Debt Interest, Discounted	\$40,972,149
Debt Reserve Interest Earnings Applied towards last payment, Discounted	-\$500,207
<b>Adjusted Capital Cost</b>	<b>\$115,294,935</b>

Table 4-3 shows the calculation of the new water supply capacity fee on an equivalent meter basis. The fee is the adjusted capital cost divided by the estimated equivalent meters that can be served by that capacity. This fee will be adjusted annually each July 1 using the Consumer Price Index for the San Francisco Bay Area – All urban index for May of the then current year and May of the previous year.

**Table 4-3: Water Supply Capacity Fee**

<b>Line Item</b>	<b>Value</b>
Adjusted Capital Cost	\$115,294,935
Equivalent Meters	9,353
<b>Capacity Fee, \$/EM</b>	<b>\$12,327</b>

Table 4-4 shows the initial capacity fee at meter sizes from 5/8” to 4”. SBCWD plans to charge new single family residences that have to install a 1” meter for fire requirements at the 5/8” capacity fee. As the base meter size fee is adjusted annually, the other meter sizes will be adjusted according to the ratios shown in Table 4-4.

**Table 4-4: Water Supply Capacity at Different Meter Sizes**

<b>Meter Size</b>	<b>Ratio</b>	<b>Fee, \$/mtr</b>
5/8"	1.00	\$12,327
3/4"	1.50	\$18,490
1"	2.50	\$30,817
1.5"	5.00	\$61,635
2"	8.00	\$98,616
3"	17.50	\$215,722
4"	31.50	\$388,300

**San Benito County Water District**

**Agenda Transmittal**

**Agenda Item:** 8

**Meeting Date:** November 19, 2025

**Submitted By:** Brett Miller

**Presented By:** Brett Miller

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**Agenda Title:** Publicly Review and Receive Comments Regarding the 2025 Zone 6 Water, Groundwater and Recycled Water Cost of Service Study and Proposed Rate Schedule

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**Detailed Description:**

On August 14, 2025, SBCWD entered into a professional services agreement with Raftelis to conduct a Zone 6 water rate study. The District is undertaking a comprehensive study of the Zone 6 water rates to ensure the financial sustainability of our water services. As part of this process, it is essential to involve the community in discussions regarding the proposed rate adjustments. The study analyzed the cost of service, funding needs, and potential impacts on residents and businesses. The purpose of this agenda item is to engage the community in reviewing and providing comments on the 2025 Zone 6 Water, Groundwater and Recycled Water Rate Study and the proposed rate schedule. This agenda item aims to foster transparency, gather public input, and ensure that stakeholders are informed about the upcoming changes to Zone 6 Water, Groundwater and Recycled Water rates.

**OBJECTIVES:**

- 1. Inform the Public:** Provide an overview of the findings from the 2025 Zone 6 Water, Groundwater and Recycled Water Rate Study.
- 2. Gather Feedback:** Collect input from residents and stakeholders regarding the proposed rate schedule.
- 3. Enhance Transparency:** Foster trust between the District and the community by encouraging open dialogue.
- 4. Address Concerns:** Allow residents to voice concerns and ask questions about the rate changes.

**Prior Committee or Board Action:**

November 17, 2025 Finance Committee Meeting

**Financial Impact:** Yes \_\_\_\_\_ No  X

No financial impact at this time.

**Funding Source/ Recap:** N/A

**Material included:**

San Benito County Water District Zone 6 Water Rate Study PowerPoint Presentation

**Recommendation:**

Staff recommends the Board to Publicly Review and Receive Comments Regarding the 2025 Zone 6 Water, Groundwater and Recycled Water Cost of Service Study and Proposed Rate Schedule.

**Action Required:** \_\_\_\_\_ Resolution \_\_\_\_\_ Motion \_\_\_\_\_ Review

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**Board Action**

\_\_\_\_\_ Resolution No. \_\_\_\_\_ Motion By \_\_\_\_\_ Second By \_\_\_\_\_


Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

Reagendized \_\_\_\_\_ Date \_\_\_\_\_ No Action Taken \_\_\_\_\_

# San Benito County Water District

Zone 6 Water Rate Study  
November 19, 2022



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# Agenda

1. Study Objective
2. Financial Plan
3. Cost-of-Service & Rates
4. Next Steps
5. Q&A

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# Study Objective

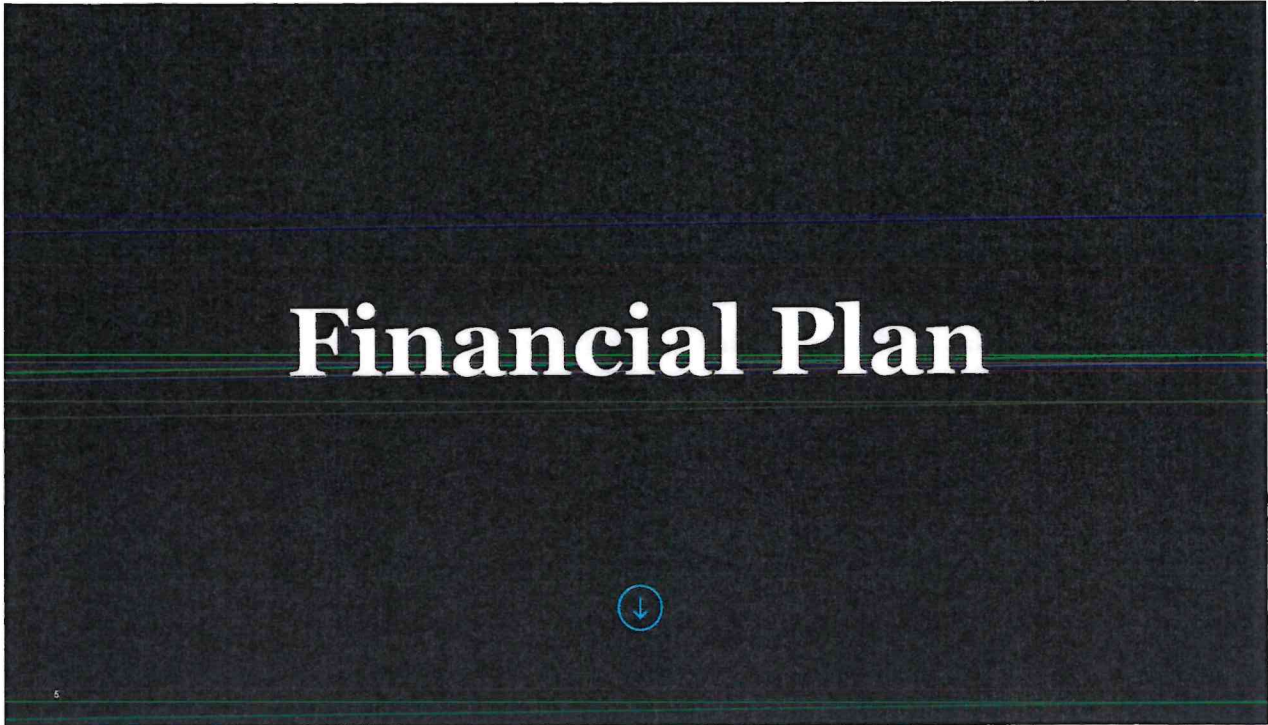


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## **Study Objectives for Zone 6**

- Develop a financial plan (FY2026 – FY2036)
- Allocate cost of providing services to develop defensible rates for Zone 6
  - › Groundwater
  - › San Felipe Distribution Water
  - › Recycled Water
  - › Power Charges
- Adopt 3-years of rates

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## Major Financial Plan Assumptions - Escalation

Cost Escalation Category	Escalation Rate
General	3.0%/yr
Salary	2.5%/yr
Benefits	6.0%/yr
Utilities	3.5%/yr
Capital	5%/yr FY2026 & FY2027 4%/yr FY2028 & FY2029 3%/yr FY2030 – FY2037
WTP Demand	Low demand case from master plan 3%/yr FY2026 – FY2030 ~2.5%/yr FY2031 – FY2037

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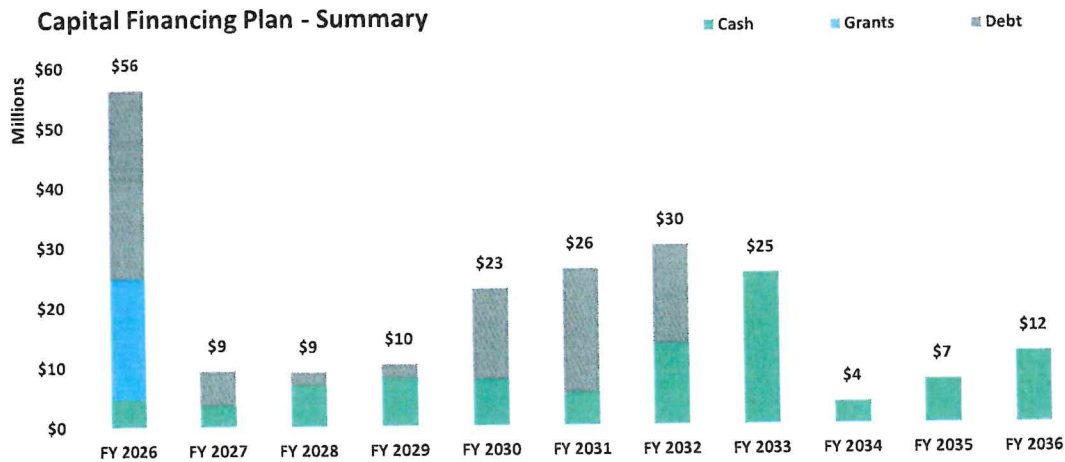
## Major Financial Plan Assumptions – Future Debt

- Canal subsidence project:
  - › Net proceeds \$12.7M,
  - › 3.5% interest rate, 30-year term, 1.5% cost of issuance
- Growth projects:
  - › Net proceeds of \$50M,
  - › 5.6% interest rate, 30-year term, 0.9% cost of issuance

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## Capital Financing Plan



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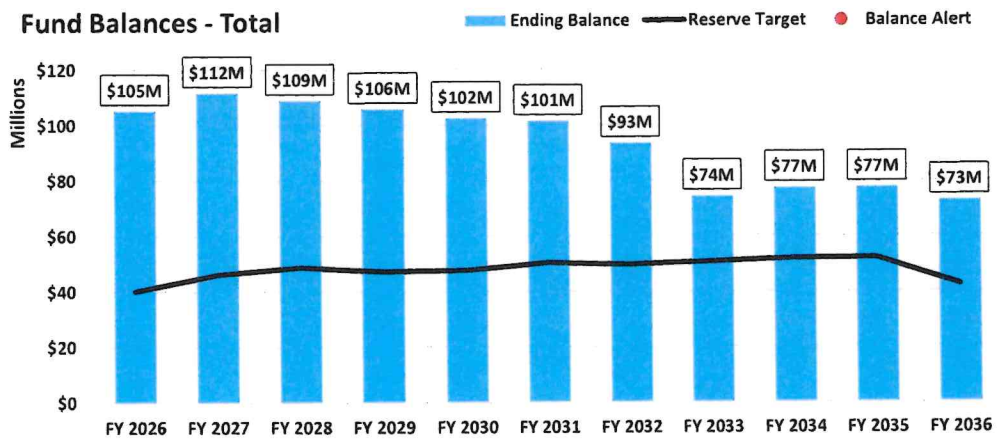
## Proposed Financial Plan

- Realign rates with the cost-of-service & modest increase (March 1, 2026)
- Modest increases for March 1, 2027 and 2028
- SBCWD will continue passing through other agency water costs

Effective Date	Revenue Adjustment
March 1, 2026	2%
March 1, 2027	2%
March 1, 2028	2%

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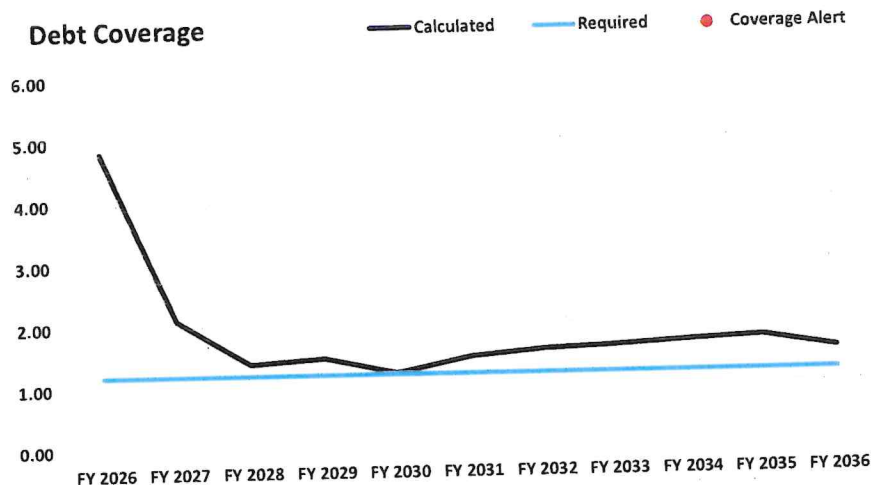
## Financial Plan for Zone 6



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## Debt Coverage With New Debt Issues

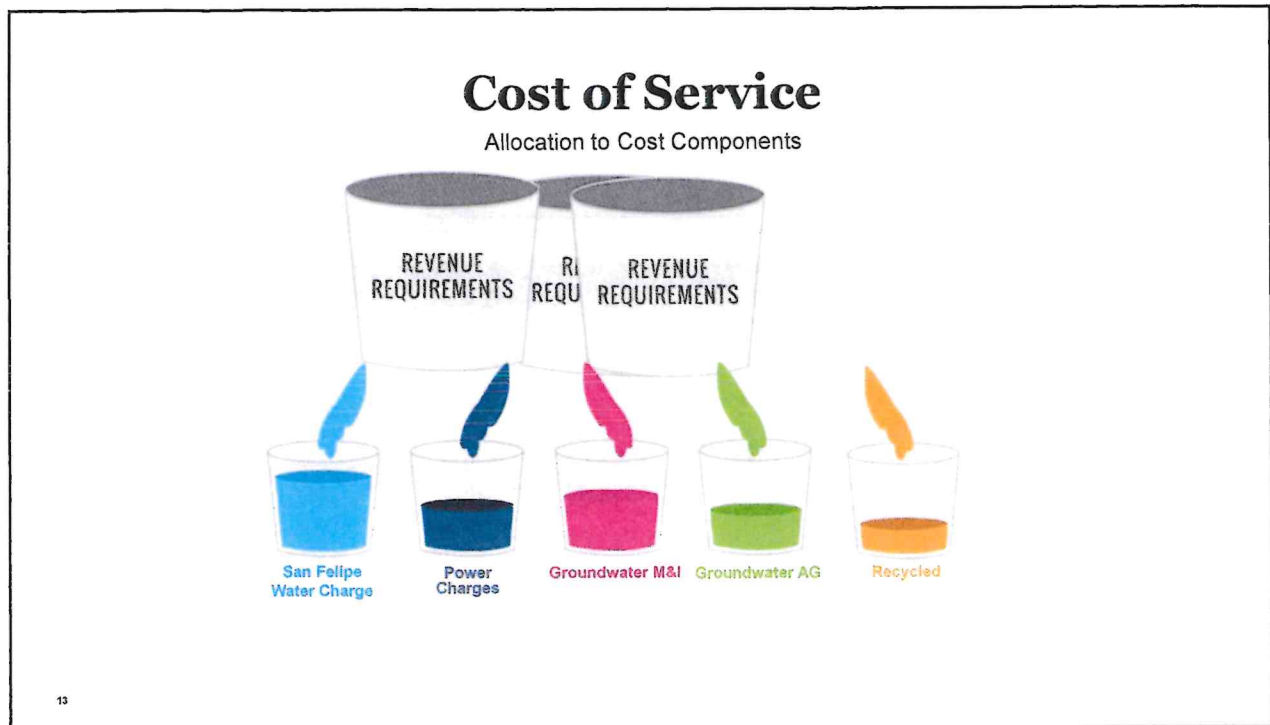


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# Cost-of-Service and Rates



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## Cost of Service Framework

- Cost of Stored and Acquired water model is developed by SBCWD
- Worked with staff to confirm allocations of operating and capital expense to each category
- Property tax revenues are used to offset operations and maintenance costs

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# San Felipe Distribution: Agricultural Rates

- Rates are rounded up to the nearest whole dollar.

San Felipe: Agricultural	Current	March 1, 2026	March 1, 2027	March 1, 2028
Cost of Stored & Acquired Water [1]	\$119.65	\$110.00	\$112.00	\$115.00
SLDMWA [2]	\$11.97	\$13.00	\$14.00	\$15.00
SCVWD [2]	\$55.91	\$57.00	\$59.00	\$61.00
SBCWD	\$118.47	\$83.00	\$85.00	\$87.00
<b>Total</b>	<b>\$306.00</b>	<b>\$263.00</b>	<b>\$270.00</b>	<b>\$278.00</b>

San Felipe: Agricultural	Current	March 1, 2026	March 1, 2027	March 1, 2028
<b>Full Cost (RRA Section 205(a)(3))</b>				
Cost of Stored & Acquired Water [1]	\$119.65	\$110.00	\$112.00	\$115.00
SLDMWA [2]	\$11.97	\$13.00	\$14.00	\$15.00
SCVWD [2]	\$55.91	\$57.00	\$59.00	\$61.00
SBCWD	\$118.47	\$83.00	\$85.00	\$87.00
<b>Total</b>	<b>\$306.00</b>	<b>\$263.00</b>	<b>\$270.00</b>	<b>\$278.00</b>

San Felipe: Agricultural	Current	March 1, 2026	March 1, 2027	March 1, 2028
<b>Full Cost (RRA Section 202(3))</b>				
Cost of Stored & Acquired Water [1]	\$119.65	\$110.00	\$112.00	\$115.00
SLDMWA [2]	\$11.97	\$13.00	\$14.00	\$15.00
SCVWD [2]	\$55.91	\$57.00	\$59.00	\$61.00
SBCWD	\$118.47	\$83.00	\$85.00	\$87.00
<b>Total</b>	<b>\$306.00</b>	<b>\$263.00</b>	<b>\$270.00</b>	<b>\$278.00</b>

[1] Cost of Stored & Acquired Water for March 1, 2026 provided by SBCWD. Other years escalated.

This is a pass-through cost from USBR.

[2] Subject to pass-through if actual costs higher than projected.

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# San Felipe Distribution: M&I Rates, \$/AF

- Rates are rounded up to the nearest whole dollar.

San Felipe: Non-Agricultural (M&I)	Current	March 1, 2026	March 1, 2027	March 1, 2028
<b>Wholesale</b>				
Cost of Stored & Acquired Water [1]	\$412.36	\$152.00	\$156.00	\$160.00
SLDMWA [2]	\$11.97	\$13.00	\$14.00	\$15.00
SCVWD [2]	\$55.91	\$57.00	\$59.00	\$61.00
SBCWD	\$142.76	\$195.00	\$199.00	\$203.00
<b>Total</b>	<b>\$623.00</b>	<b>\$417.00</b>	<b>\$428.00</b>	<b>\$439.00</b>

San Felipe: Small Parcel Service, Non-Agricultural (M&I)	Current	March 1, 2026	March 1, 2027	March 1, 2028
Cost of Stored & Acquired Water [1]	\$412.36	\$152.00	\$156.00	\$160.00
SLDMWA [2]	\$11.97	\$13.00	\$14.00	\$15.00
SCVWD [2]	\$55.91	\$57.00	\$59.00	\$61.00
SBCWD	\$142.76	\$195.00	\$199.00	\$203.00
<b>Total</b>	<b>\$623.00</b>	<b>\$417.00</b>	<b>\$428.00</b>	<b>\$439.00</b>

[1] Cost of Stored & Acquired Water provided by SBCWD. This includes a pass-through of USBR costs.

[2] Subject to pass-through if actual costs higher than projected.

Water Reliability Charge [1]	Current	March 1, 2026	March 1, 2027	March 1, 2028
All M&I Customers	\$250.00	\$137.00	\$140.00	\$143.00

[1] Charge to cover reliability projects for the benefit of existing customers.

Total Charge	Current	March 1, 2026	March 1, 2027	March 1, 2028
Total M&I	\$873.00	\$554.00	\$568.00	\$582.00

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## Groundwater and Recycled Water, \$/AF

Groundwater Charges (Well customers)	Current	March 1, 2026	March 1, 2027	March 1, 2028
Ag	\$14.30	\$17.00	\$18.00	\$19.00
M&I	\$14.30	\$21.00	\$22.00	\$23.00

Recycled Water Rates	Current	March 1, 2026	March 1, 2027	March 1, 2028
Recycled Water	\$306.00	\$263.00	\$269.00	\$275.00
Power Charge*	\$108.30	\$154.00	\$160.00	\$166.00

\* Subject to pass-through if actual costs higher than projected.

Rates are rounded up to the nearest whole dollar.

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## Power Charges, \$/AF

Power Charge	Current	March 1, 2026	March 1, 2027	March 1, 2028
Subsystem 2*	\$43.10	\$46.00	\$48.00	\$50.00
Subsystem 6H*	\$43.10	\$46.00	\$48.00	\$50.00
Subsystem 9L*	\$100.70	\$113.00	\$117.00	\$122.00
Subsystem 9H*	\$100.70	\$113.00	\$117.00	\$122.00
All other subsystems*	\$43.10	\$46.00	\$48.00	\$50.00

\* Subject to pass-through if actual costs higher than projected.

- Power charges escalate at 3.5% per year in 2027 and 2028, consistent with utility inflation assumption.
- Rates are rounded up to the nearest whole dollar.

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# Next Steps



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## Next Steps

Approve moving forward with Prop 218 notice

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 **RAFTELIS**

# Thank you!

**Contact:**  
Theresa Jurotich  
206-707-9155 / [tjurotich@raftelis.com](mailto:tjurotich@raftelis.com)

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**San Benito County Water District**

**Agenda Transmittal**

**Agenda Item:** 9

**Meeting Date:** November 19, 2025

**Submitted By:** Brett Miller

**Presented By:** Brett Miller

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**Agenda Title:** Consider Approval of a Resolution Approving Proposition 218 Procedures for Zone 6 Water, Groundwater and Recycled Water Rates Proposed to be Effective on March 1, 2026

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**Detailed Description:**

On August 14, 2025, SBCWD entered into a professional services agreement with Raftelis to conduct a Zone 6 Water, Groundwater and Recycled Water rate study. The draft Zone 6 Water and Groundwater rate study has been presented to SBCWD staff and will be presented to the SBCWD Board. Both staff and the Board have provided input into the development of the Zone 6 Water, Groundwater and Recycled Water rates, and the District will proceed with the necessary steps to approve the proposed rates. The approval proceeding is to hold a noticed public hearing. Notices will be mailed no later than December 5, 2025 to all rate payers and property owners who are subject to the Zone 6 Water, Groundwater and Recycled Water rates. A public hearing will be held on January 21, 2026 to afford rate payers and property owners to hear and be heard, as well as submit a written protest to the Zone 6 Water, Groundwater Recycled Water rates if they so desire. The written protests will be counted and if a majority of the rate payers and property owners subject to the Zone 6 Water, Groundwater and Recycled Water rates submit a written protest, the process will stop there. If there is a protest of a majority of rate payers and property owners subject to the Zone 6 Water, Groundwater and Recycled Water Rates is not received, the District Board of Directors may consider adopting the Zone 6 Water, Groundwater Recycled Water rates.

**Attachments:**

- 1. Resolution
- 2. Proposition 218 Notices/ Notice of Intent

**Prior Committee or Board Action:** No

**Financial Impact:** Yes     X     No



**RESOLUTION NO. 2025-17**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SAN BENITO COUNTY WATER DISTRICT  
APPROVING PROPOSITION 218 PROCEDURES FOR WATER RATES  
PROPOSED TO BE EFFECTIVE ON MARCH 1, 2026**

**WHEREAS**, the San Benito County Water District (“District”) imposes on Zone 6 Water, Groundwater and Recycled Water customers the requirement to pay Zone 6 Water, Groundwater and Recycled Water rates to cover the District’s costs of providing Zone 6 Water, Groundwater and Recycled Water service; and

**WHEREAS**, the District determined a rate study was needed for the Zone 6 Water, Groundwater and Recycled Water funds; and

**WHEREAS**, the District engaged Raftelis to prepare the rate study for the Zone 6 Water, Groundwater and Recycled Water and approved a contract for such work on August 14, 2025, and

**WHEREAS**, on November 5, 1996, California voters approved Proposition 218, compelling specific substantive and procedural requirements to be followed with regard to property related fees; and

**WHEREAS**, the District’s Board of Directors and staff have reviewed and provided input to the process of developing the rate study for the Zone 6 Water, Groundwater and Recycled Water and recommended that the rate study be brought forward to this Board of Directors; and

**WHEREAS**, Raftelis has prepared and filed with this Board of Directors the San Benito County Water District Zone 6 Water, Groundwater and Recycled Water Rate Study Report dated November 2025 (“Fee Study Report”), which details the basis of the fee, fee methodology, cost of service analysis and the specific charges proposed to be imposed on each affected customer; and

**WHEREAS**, the Board of Directors has carefully examined and reviewed the Fee Study Report as presented and is satisfied with the proposed Zone 6 Water, Groundwater and Recycled Water rates, the financial plan, cost of service analysis and rate setting, and is satisfied that the Zone 6 Water, Groundwater and Recycled Water rates do not exceed the funds required to provide the property related service and the amount of the Zone 6 Water, Groundwater and Recycled Water rates do not exceed the proportional cost of the service attributable to each parcel; and

**WHEREAS**, pursuant to AB 2257, if the District complies with the requirements in Government Code section 53759.1, then ratepayers must bring an objection regarding the proposed Zone 6 Water, Groundwater and Recycled

Water rates to the Board of Director's attention prior to the deadline established by the Board as part of the ratemaking process and any judicial action or proceeding to review, invalidate, challenge, set aside, rescind, void, or annul the Zone 6 Water, Groundwater and Recycled Water rates shall be subject to the requirements set forth in Government Code section 53759.2; and

**WHEREAS**, to comply with the requirements in Government Code section 53759.1, the District must do the following as part of the Proposition 218 process to consider the Zone 6 Water, Groundwater and Recycled Water rates:

- 1) Establish a deadline for any ratepayer or property owner to submit an objection to the proposed Zone 6 Water, Groundwater and Recycled Water rates that is at least 45 days after the Proposition 218 Notice has been sent; and
- 2) Make the proposed Zone 6 Water, Groundwater and Recycled Water rates and the Fee Study Report available to the public no less than 45 days before the deadline for a ratepayer or property owner to submit an objection; and
- 3) Post on its internet website the Fee Study Report Zone 6 Water, Groundwater and Recycled Water Rate Study, which is a written basis for the proposed Zone 6 Water, Groundwater and Recycled Water rates, and the Proposition 218 Notice and include a link to the Fee Study Report in the Proposition 218 Notice; and
- 4) Mail the Fee Study Report to a ratepayer or property owner on request; and
- 5) Provide at least 45 days for a ratepayer or property owner to review the proposed Zone 6 Water, Groundwater and Recycled Water rates and to timely submit to the Clerk of the Board a written objection to the Zone 6 Water, Groundwater and Recycled Water rates that specifies the grounds for alleging noncompliance; and
- 6) Include in the Proposition 218 Notice:
  - a. A statement that all written objections must be submitted to the Clerk of the Board by the deadline and that failure to timely object in writing bars any right to challenge the proposed Zone 6 Water, Groundwater and Recycled Water rates in court and that any such action will be limited to issues identified in such objections; and
  - b. All substantive and procedural requirements for submitting an objection to the proposed Zone 6 Water, Groundwater and Recycled Water rates; and
- 7) Before or during the hearing, the Board of Directors shall consider and the District shall respond in writing to, any timely written objections. The District's responses shall explain the substantive basis for retaining or altering the proposed Zone 6 Water, Groundwater and Recycled Water rates in response to written objections, including any reasons to reject requested amendments. In exercising its legislative discretion, the Council shall determine whether:

- a. The written objections and the District's response warrant clarifications to the proposed Zone 6 Water, Groundwater and Recycled Water rates;
- b. To reduce the proposed Zone 6 Water, Groundwater and Recycled Water rates;
- c. To further review the proposed Zone 6 Water, Groundwater and Recycled Water rates before determining whether clarification or reduction is needed; or
- d. To proceed with the hearing and absent a majority protest, adopt the rates; and

**WHEREAS**, if the District adopts the proposed Zone 6 Water, Groundwater and Recycled Water rates in compliance with the requirements of Government Code section 53759.1, no person may bring a judicial action or proceeding alleging that the Zone 6 Water, Groundwater and Recycled Water rates do not comply with the California Constitution or other applicable law, unless that person submitted to the Clerk of the Board a timely, written objection to the Zone 6 Water, Groundwater and Recycled Water rates specifying the grounds for alleging noncompliance. The issues raised in any such action or proceeding shall be limited to those raised in such an objection unless a court finds the issue could not have been raised in such an objection by those exercising reasonable diligence; and

**WHEREAS**, the District desires to initiate proceedings under Proposition 218, and in compliance with Government Code section 53759.1, to consider the adoption of the proposed Zone 6 Water, Groundwater and Recycled Water rates.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN BENITO COUNTY WATER DISTRICT AS FOLLOWS:**

- 1. The above recitals are true and correct.
- 2. The Fee Study Report is hereby approved and ordered to be filed in the Office of the Clerk of the Board as a permanent record and to remain open to public inspection.
- 3. The District shall initiate the process for the Board of Directors to consider the proposed Zone 6 Water, Groundwater and Recycled Water rates, in compliance with Proposition 218 and Government Code section 53759.1.
- 4. The District shall send a Proposition 218 Notice, substantially in the form attached hereto as Exhibit A, which complies with the Proposition 218 and contains the information required by Government Code section 53759.1.
- 5. All objections to the proposed Zone 6 Water, Groundwater and Recycled Water rates shall satisfy the requirements set forth in the Proposition 218 Notice and shall be received by the District by January 21, 2026.

6. The Clerk of the Board shall post the Fee Study Report and the Proposition 218 Notice to its website and shall include a link to the Fee Study Report in the Proposition 218 Notice. The District shall mail the Fee Study Report to any person upon request.

7. The Board of Directors hereby approves the Notice of Intent, attached to this resolution, to hold a public hearing on January 21, 2026, to consider the proposed Zone 6 Water, Groundwater and Recycled Water rates. Before or during the hearing, the Board of Directors shall consider, and the District shall respond in writing to, any timely written objection in accordance with Government Code section 53759.1.

8. This resolution shall take effect immediately.

**FURTHERMORE, BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE SAN BENITO COUNTY WATER DISTRICT DOES HEREBY** Adopt Resolution Approving the Zone 6 Water, Groundwater and Recycled Water Rate Report and setting the date and time of a public hearing as part of the Zone 6 Water, Groundwater and Recycled Water Rate approval process and direct staff to complete the proceeding.

**BE IT FURTHER RESOLVED** that the President of the Board is authorized to sign said Resolution, on behalf of this Board and District.

**WHEREFORE**, this Resolution is passed and adopted by the Board of Directors of the San Benito County Water District on November 19, 2025, by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSTAIN: DIRECTORS:

ABSENT: DIRECTORS:

(Signature of presiding Board member  
Attested by Board Secretary  
Resolution #2025-17)

ATTEST:

APPROVED:

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Barbara L. Mauro,  
Board Secretary

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Doug Williams, President



## San Benito County Water District Notice of Proposed Zone 6 Water Rates and Charges Commencing March 1: 2026, 2027, 2028

**BASIS FOR THE RATE CALCULATIONS:**

The rates proposed herein were developed through the Comprehensive Zone 6 Water Rates and Charges Study (Rate Study) designed to meet all legal requirements and fairly and proportionally recover the necessary revenue from all customer classes. The Rate Study is available for your review at: <https://www.sbcwd.ca.gov/>. Questions can be directed to the San Benito County Water District at 831-637-8218 or the District 's website at <https://www.sbcwd.ca.gov>.

**PROTEST PROCEDURE:**

As the owner or ratepayer of a parcel subject to the imposition of the proposed rate adjustments, you may submit a written protest against the proposed rate changes. If the District receives written protests against proposed rates by the majority of the affected owners or customers of record prior to the end of the hearing, the Board will not approve the proposed rates. Only one written protest will be counted per identified parcel. You have the right to withdraw a written protest that you previously submitted prior to the conclusion of the Public Hearing. The District will count all written, complete protests received by the Board Clerk 's office by 4:00 p.m. on January 21, 2026, or submitted in person at the Public Hearing, prior to the close of the hearing. The Board Secretary will not count written protests submitted after the conclusion of the Public Hearing. A written protest must include (1) your name; (2) identification of the parcel by address or assessor 's parcel number; (3) whether you are the owner of the parcel or the person receiving the service for which the fee is charged; (4) a statement that you are protesting the proposed rate increases; and (5) your original signature. Written protests will not be accepted by e -mail or by fax. Verbal protests will not be counted. Written protests may be submitted by mail or in person to: San Benito County Water District Attn: Zone 6 water rates and charges Protest 30 Mansfield Road, Hollister, CA 95023. At the Public Hearing, the Board of Directors will hear and consider all written and oral protests to the proposed rate adjustments. Oral comments at the Public Hearing, however, will not qualify as formal protests unless accompanied by a written protest. At the conclusion of the Public Hearing, the Board of Directors will consider adoption of the resolution authorizing the rate adjustments to the recycled water service rates as described herein. For more information, please visit: <https://www.sbcwd.ca.gov>

**PROPOSED ZONE 6 WATER RATES AND CHARGES:**

The proposed zone 6 water rates and charges adjustments are necessary to meet ongoing operational and maintenance needs of the District's aging recycled water infrastructure, provide adequate funding for critical capital improvement projects and to maintain minimum reserve levels for the recycled water utilities. The current zone 6 water rates and charges have kept pace with the increases in operational costs for the recycled water utilities. Additionally, adjustments to the zone 6 water rates and charges are necessary to support critical infrastructure investments, such as necessary system repairs and renovations to meet new regulations. The current and proposed zone 6 water rates and charges for the next three years are presented in the Table below.

Agricultural		Current Approved Rate	Water Year Commencing March 1, 2026	<u>Proposed Rate</u>		Water Year Commencing March 1, 2028	Unit of Measure
				Water Year Commencing March 1, 2027	Water Year Commencing March 1, 2028		
PASS THROUGH COSTS FROM OTHER AGENCIES	Cost of Stored and Acquired Water (includes USBR, SLDMWA Operations & Maintenance, supplemental water supplies)	\$ 119.65	\$ 110.00	\$ 112.00	\$ 115.00	per acre foot	
	San Luis & Delta Mendota Water Authority (Other)	\$ 11.97	\$ 13.00	\$ 14.00	\$ 15.00	per acre foot	
	Santa Clara Valley Water District	\$ 55.91	\$ 57.00	\$ 59.00	\$ 61.00	per acre foot	
	San Benito County Water District	\$ 118.47	\$ 83.00	\$ 85.00	\$ 87.00	per acre foot	
<b>TOTAL RATE</b>		<b>\$ 306.00</b>	<b>\$ 263.00</b>	<b>\$ 270.00</b>	<b>\$ 278.00</b>	per acre foot	

<b>Agricultural Full Cost (RRA Section 205(a)(3))</b>		<i>Full cost is applicable to certain forms of ownership as determined by federal regulations. Those regulations are dealt with through the United States Bureau of Reclamation land registration process as administered by the District.</i>				
		<b>Current Approved Rate</b>	<b>Water Year Commencing March 1, 2026</b>	<b>Proposed Rate Water Year Commencing March 1, 2027</b>	<b>Water Year Commencing March 1, 2028</b>	<b>Unit of Measure</b>
<b>PASS THROUGH COSTS FROM OTHER AGENCIES</b>	Cost of Stored and Acquired Water (includes USBR, SLDMWA Operations & Maintenance, supplemental water supplies)	\$ 119.65	\$ 110.00	\$ 112.00	\$ 115.00	per acre foot
	San Luis & Delta Mendota Water Authority (Other)	\$ 11.97	\$ 13.00	\$ 14.00	\$ 15.00	per acre foot
	Santa Clara Valley Water District	\$ 55.91	\$ 57.00	\$ 59.00	\$ 61.00	per acre foot
	San Benito County Water District	\$ 118.47	\$ 83.00	\$ 85.00	\$ 87.00	per acre foot
<b>TOTAL RATE</b>		<b>\$ 306.00</b>	<b>\$ 263.00</b>	<b>\$ 270.00</b>	<b>\$ 278.00</b>	<b>per acre foot</b>

<b>Agricultural Full Cost (RRA Section 202(3))</b>		<i>Full cost is applicable to certain forms of ownership as determined by federal regulations. Those regulations are dealt with through the United States Bureau of Reclamation land registration process as administered by the District.</i>				
		<b>Current Approved Rate</b>	<b>Water Year Commencing March 1, 2026</b>	<b>Proposed Rate Water Year Commencing March 1, 2027</b>	<b>Water Year Commencing March 1, 2028</b>	<b>Unit of Measure</b>
<b>PASS THROUGH COSTS FROM OTHER AGENCIES</b>	Cost of Stored and Acquired Water (includes USBR, SLDMWA Operations & Maintenance, supplemental water supplies)	\$ 119.65	\$ 110.00	\$ 112.00	\$ 115.00	per acre foot
	San Luis & Delta Mendota Water Authority (Other)	\$ 11.97	\$ 13.00	\$ 14.00	\$ 15.00	per acre foot
	Santa Clara Valley Water District	\$ 55.91	\$ 57.00	\$ 59.00	\$ 61.00	per acre foot
	San Benito County Water District	\$ 118.47	\$ 83.00	\$ 85.00	\$ 87.00	per acre foot
<b>TOTAL RATE</b>		<b>\$ 306.00</b>	<b>\$ 263.00</b>	<b>\$ 270.00</b>	<b>\$ 278.00</b>	<b>per acre foot</b>

<b>Non-Agricultural (Municipal &amp; Industrial), Including *Small Parcel Service (parcels 10 acres or less in area)</b>						
		<b>Current Approved Rate</b>	<b>Water Year Commencing March 1, 2026</b>	<b>Proposed Rate Water Year Commencing March 1, 2027</b>	<b>Water Year Commencing March 1, 2028</b>	<b>Unit of Measure</b>
<b>PASS THROUGH COSTS FROM OTHER AGENCIES</b>	Cost of Stored and Acquired Water (includes USBR, SLDMWA Operations & Maintenance, supplemental water supplies and Semitropic Operations & Maintenance)	\$ 412.36	\$ 152.00	\$ 156.00	\$ 160.00	per acre foot
	San Luis & Delta Mendota Water Authority (Other)	\$ 11.97	\$ 13.00	\$ 14.00	\$ 15.00	per acre foot
	Santa Clara Valley Water District	\$ 55.91	\$ 57.00	\$ 59.00	\$ 61.00	per acre foot
	San Benito County Water District	\$ 142.76	\$ 195.00	\$ 199.00	\$ 203.00	per acre foot
<b>TOTAL RATE</b>		<b>\$ 623.00</b>	<b>\$ 417.00</b>	<b>\$ 428.00</b>	<b>\$ 439.00</b>	<b>per acre foot</b>

\* Small Parcel Municipal & Industrial customers will be billed the actual water amount used (per acre foot) at the water rate shown. There will be no minimum amount to be purchased.

**All Municipal & Industrial Customers  
Non Agricultural (Municipal & Industrial)**

	Current Rate	Water Year Commencing March 1, 2026	<u>Proposed Rate</u> Water Year Commencing March 1, 2027	Water Year Commencing March 1, 2028	Unit of Measure
**Water Supply-Reliability Charge	\$ 250.00	\$ 137.00	\$ 140.00	\$ 143.00	per acre foot

\*\*Water Supply-Reliability Charge is assessed in addition to the Municipal & Industrial rate shown above.

**Both Contract & Small Parcel  
Power Charge**

Rate Bases:

The basis for the power charge is the cost of pumping, transmission and distribution power associated with delivery of water to customers. All these costs are passed through from power providers and include pumping associated with the United States Bureau of Reclamation pumping facilities, District pumping stations for specific subsystems (PG&E), and power costs associated with San Justo Reservoir and the San Felipe Distribution system (PG&E).

	Current Approved Rate	Water Year Commencing March 1, 2026	<u>Proposed Rate</u> Water Year Commencing March 1, 2027	Water Year Commencing March 1, 2028	Unit of Measure	
PASS THROUGH CHARGES	Subsystem 2	\$ 43.10	\$ 46.00	\$ 48.00	\$ 50.00	per acre foot
	Subsystem 6H	\$ 43.10	\$ 46.00	\$ 48.00	\$ 50.00	per acre foot
	Subsystem 9L	\$ 100.73	\$ 113.00	\$ 117.00	\$ 122.00	per acre foot
	Subsystem 9H	\$ 100.73	\$ 113.00	\$ 117.00	\$ 122.00	per acre foot
	All other subsystems	\$ 43.10	\$ 46.00	\$ 48.00	\$ 50.00	per acre foot

Regulatory Overuse Charge

Water used over the allocation(s) will be billed at the applicable agricultural or non-agricultural rate along with the regulatory overuse charge. The regulatory charge is to encourage conservation and discourage overuse, and is based on the current spot market rate for water. The regulatory charge is applied to blue valve water use which exceeds the parcel or account allocation.

**NOTE THAT VERBAL PROTESTS OR PROTESTS SUBMITTED BY  
EMAIL, FAX, OR PHOTOCOPY DO NOT COUNT AS FORMAL  
WRITTEN PROTESTS**

# Proposition 218 Notification

## NOTICE OF PUBLIC HEARING REGARDING ZONE 6 WATER RATES AND CHARGES ADJUSTMENTS

### PUBLIC HEARING DATE, TIME, LOCATION

Wednesday, January 21, 2026, at 5:00 p.m.  
San Benito County Water District Office  
30 Mansfield Road, Hollister, CA 95023

The Board of Directors of the San Benito County Water District will hold a Public Hearing on January 21, 2026, at 5:00 p.m., or soon thereafter, in the San Benito County Water Office located at 30 Mansfield Road, Hollister CA 95023 to consider adjustments to the Zone 6 water rates and charges imposed on all customers. If approved, the rate adjustments will commence with the service period beginning March 1, 2026, and will be adjusted annually thereafter on March 1 for a three -year period. This notice is being sent to all impacted property owners in compliance with California Constitution Article XIII D, Section 6 (Proposition 218), which requires mailed notice at least 45 days prior to the Public Hearing at which the Board of Directors will consider the proposed rates. Proposition 218 also establishes a protest process for the public to follow if they wish to oppose the proposed rates.

**Pursuant to Government Code section 53759, you are hereby notified that there is a 120 -day statute of limitations for challenging the zone 6 water rates and charges. As such, if the proposed zone 6 water rates and charges are adopted, any judicial action or proceeding to attack, review, set aside, void, validate, or annul the ordinance, resolution, or motion adopting the updated zone 6 water rates and charges must be commenced within 120 days of the effective date or of the date of the final passage, adoption, or approval of the ordinance, resolution, or motion, whichever is later.**

The District must collect revenues sufficient to cover the costs of operating the recycled water systems. These revenues allow the District to ensure that the recycled water systems continually meet or exceed all public health and environmental standards. Costs that must be recovered through rate revenue include treatment, distribution, collection, electricity, equipment, supplies and services, debt service, and personnel. Additionally, revenues generated from utility rates are used to finance the repair and renovation of aging infrastructure and maintain reserve funds. If approved, the first rate adjustment will be effective the service period beginning March 1, 2026, and adjusted annually every March 1 thereafter for a three -year period.

San Benito County Water District  
Attn: Zone 6 water rates and charges Protest  
30 Mansfield Road  
Hollister, CA 95023  
For questions regarding this notification contact:  
San Benito County Water District – 831-637-8218



## San Benito County Water District Notice of Proposed Groundwater Charges Commencing March 1: 2026, 2027, 2028

**BASIS FOR THE GROUNDWATER CHARGES CALCULATIONS:**

The charges proposed herein were developed through the Comprehensive Groundwater Rate Study (Rate Study) designed to meet all legal requirements and fairly and proportionally recover the necessary revenue from all customer classes. The Rate Study is available for your review at: <https://www.sbcwd.ca.gov/>. Questions can be directed to the San Benito County Water District at 831-637-8218 or the District 's website at <https://www.sbcwd.ca.gov>.

**PROTEST PROCEDURE:**

As the owner or ratepayer of a parcel subject to the imposition of the proposed rate adjustments, you may submit a written protest against the proposed rate changes. If the District receives written protests against proposed charges by the majority of the affected owners or customers of record prior to the end of the hearing, the Board will not approve the proposed charges. Only one written protest will be counted per identified parcel. You have the right to withdraw a written protest that you previously submitted prior to the conclusion of the Public Hearing. The District will count all written, complete protests received by the Board Clerk 's office by 4:00 p.m. on January 21, 2026, or submitted in person at the Public Hearing, prior to the close of the hearing. The Board Secretary will not count written protests submitted after the conclusion of the Public Hearing. A written protest must include (1) your name; (2) identification of the parcel by address or assessor 's parcel number; (3) whether you are the owner of the parcel or the person receiving the service for which the fee is charged; (4) a statement that you are protesting the proposed rate increases; and (5) your original signature. Written protests will not be accepted by e -mail or by fax. Verbal protests will not be counted. Written protests may be submitted by mail or in person to: San Benito County Water District Attn: Groundwater Rate Protest 30 Mansfield Road, Hollister, CA 95023. At the Public Hearing, the Board of Directors will hear and consider all written and oral protests to the proposed rate adjustments. Oral comments at the Public Hearing, however, will not qualify as formal protests unless accompanied by a written protest. At the conclusion of the Public Hearing, the Board of Directors will consider adoption of the resolution authorizing the rate adjustments to the groundwater service charges as described herein. For more information, please visit: <https://www.sbcwd.ca.gov>

**PROPOSED GROUNDWATER CHARGES:**

The proposed groundwater rate adjustments are necessary to meet ongoing operational and maintenance needs of the District's aging groundwater infrastructure, provide adequate funding for critical capital improvement projects and to maintain minimum reserve levels for the groundwater utilities. The current groundwater charges have kept pace with the increases in operational costs for the groundwater utilities. Additionally, adjustments to the groundwater charges are necessary to support critical infrastructure investments, such as necessary system repairs and renovations to meet new regulations. The current and proposed groundwater rate charges for the next three years are presented in the Table below.

**GROUNDWATER CHARGES (Well customers)**

*Rate Basis:*

*The groundwater charge is based on the costs reasonably borne by the District in providing the water supply service in the period of charge.*

	Current Rate (Per Acre Foot)	Proposed Rate 3/1/2026 (Per Acre Foot)	Proposed Rate 3/1/2027 (Per Acre Foot)	Proposed Rate 3/1/2028 (Per Acre Foot)
<b>Water Primarily for Agricultural Purposes</b>	\$ 14.30	\$ 17.00	\$ 18.00	\$ 19.00
<b>Water Primarily for Municipal &amp; Industrial</b>	\$ 14.30	\$ 21.00	\$ 22.00	\$ 23.00

*If a water producing facility is not measured with a water measuring device, the acre foot consumption is based on the following:  
Base Water per residence: .10 acre feet.*

*Inside water use: .05 acre feet per person per residence or dwelling unit.*

*Outside water use for irrigation: .09 acre feet per 1000 square feet of watered land up to 2.0 acres for water areas greater than 2.0 acres, generally accepted unit water duties based on crop type and irrigation method as determined by the District.*

*Outside water use for livestock watering: .02 acre feet per animal unit up to 10 and .01 acre feet per animal unit for each unit above 10.*

**NOTE THAT VERBAL PROTESTS OR PROTESTS SUBMITTED BY  
EMAIL, FAX, OR PHOTOCOPY DO NOT COUNT AS FORMAL  
WRITTEN PROTESTS**

## **Proposition 218 Notification**

**NOTICE OF PUBLIC HEARING REGARDING GROUNDWATER RATE ADJUSTMENTS**

### **PUBLIC HEARING DATE, TIME, LOCATION**

Wednesday, January 21, 2026, at 5:00 p.m.  
San Benito County Water District Office  
30 Mansfield Road, Hollister, CA 95023

The Board of Directors of the San Benito County Water District will hold a Public Hearing on January 21, 2026, at 5:00 p.m., or soon thereafter, in the San Benito County Water Office located at 30 Mansfield Road, Hollister CA 95023 to consider adjustments to the Groundwater charges imposed on all customers. If approved, the rate adjustments will commence with the service period beginning March 1, 2026, and will be adjusted annually thereafter on March 1 for a three -year period. This notice is being sent to all impacted property owners in compliance with California Constitution Article XIII D, Section 6 (Proposition 218), which requires mailed notice at least 45 days prior to the Public Hearing at which the Board of Directors will consider the proposed charges. Proposition 218 also establishes a protest process for the public to follow if they wish to oppose the proposed charges.

**Pursuant to Government Code section 53759, you are hereby notified that there is a 120 -day statute of limitations for challenging the groundwater charges. As such, if the proposed groundwater charges are adopted, any judicial action or proceeding to attack, review, set aside, void, validate, or annul the ordinance, resolution, or motion adopting the updated groundwater charges must be commenced within 120 days of the effective date or of the date of the final passage, adoption, or approval of the ordinance, resolution, or motion, whichever is later.**

The District must collect revenues sufficient to cover the costs of operating the groundwater systems. These revenues allow the District to ensure that the groundwater systems continually meet or exceed all public health and environmental standards. Costs that must be recovered through rate revenue include treatment, distribution, collection, electricity, equipment, supplies and services, debt service, and personnel. Additionally, revenues generated from utility charges are used to finance the repair and renovation of aging infrastructure and maintain reserve funds. If approved, the first rate adjustment will be effective the service period beginning March 1, 2026, and adjusted annually every March 1 thereafter for a three -year period.

San Benito County Water District  
Attn: Groundwater Rate Protest  
30 Mansfield Road  
Hollister, CA 95023

For questions regarding this notification contact:  
San Benito County Water District – 831-637-8218



## San Benito County Water District Notice of Proposed Recycled Water Rates Commencing March 1: 2026, 2027, 2028

### **BASIS FOR THE RATE CALCULATIONS:**

The rates proposed herein were developed through the Comprehensive Recycled Water Rate Study (Rate Study) designed to meet all legal requirements and fairly and proportionally recover the necessary revenue from all customer classes. The Rate Study is available for your review at: <https://www.sbcwd.ca.gov/>. Questions can be directed to the San Benito County Water District at 831-637-8218 or the District 's website at <https://www.sbcwd.ca.gov>.

### **PROTEST PROCEDURE:**

As the owner or ratepayer of a parcel subject to the imposition of the proposed rate adjustments, you may submit a written protest against the proposed rate changes. If the District receives written protests against proposed rates by the majority of the affected owners or customers of record prior to the end of the hearing, the Board will not approve the proposed rates. Only one written protest will be counted per identified parcel. You have the right to withdraw a written protest that you previously submitted prior to the conclusion of the Public Hearing. The District will count all written, complete protests received by the Board Clerk 's office by 4:00 p.m. on January 21, 2026, or submitted in person at the Public Hearing, prior to the close of the hearing. The Board Secretary will not count written protests submitted after the conclusion of the Public Hearing. A written protest must include (1) your name; (2) identification of the parcel by address or assessor 's parcel number; (3) whether you are the owner of the parcel or the person receiving the service for which the fee is charged; (4) a statement that you are protesting the proposed rate increases; and (5) your original signature. Written protests will not be accepted by e -mail or by fax. Verbal protests will not be counted. Written protests may be submitted by mail or in person to: San Benito County Water District Attn: Recycled Water Rate Protest 30 Mansfield Road, Hollister, CA 95023. At the Public Hearing, the Board of Directors will hear and consider all written and oral protests to the proposed rate adjustments. Oral comments at the Public Hearing, however, will not qualify as formal protests unless accompanied by a written protest. At the conclusion of the Public Hearing, the Board of Directors will consider adoption of the resolution authorizing the rate adjustments to the recycled water service rates as described herein. For more information, please visit: <https://www.sbcwd.ca.gov>

### **PROPOSED RECYCLED WATER RATES:**

The proposed recycled water rate adjustments are necessary to meet ongoing operational and maintenance needs of the District's aging recycled water infrastructure, provide adequate funding for critical capital improvement projects and to maintain minimum reserve levels for the recycled water utilities. The current recycled water rates have kept pace with the increases in operational costs for the recycled water utilities. Additionally, adjustments to the recycled water rates are necessary to support critical infrastructure investments, such as necessary system repairs and renovations to meet new regulations. The current and proposed recycled water rate charges for the next three years are presented in the Table below.

<b>Recycled Water Rates</b>					
	<b>Current Rate</b>	<b>Proposed Rate Effective 3/1/2026</b>	<b>Proposed Rate Effective 3/1/2027</b>	<b>Proposed Rate Effective 3/1/2028</b>	<b>Unit of Measure</b>
<b>Recycled Water Rate</b>	\$ 306.00	\$ 263.00	\$ 269.00	\$ 275.00	per acre foot
<b>Power Charge</b>	\$ 108.32	\$ 154.00	\$ 160.00	\$ 166.00	per acre foot
<i>Minimum Annual Purchase of water for each parcel (applied to water charge)</i>				<b>\$ 700.00</b>	

**NOTE THAT VERBAL PROTESTS OR PROTESTS SUBMITTED BY  
EMAIL, FAX, OR PHOTOCOPY DO NOT COUNT AS FORMAL  
WRITTEN PROTESTS**

# Proposition 218 Notification

## NOTICE OF PUBLIC HEARING REGARDING RECYCLED WATER RATE ADJUSTMENTS

### PUBLIC HEARING DATE, TIME, LOCATION

Wednesday, January 21, 2026, at 5:00 p.m.  
San Benito County Water District Office  
30 Mansfield Road, Hollister, CA 95023

The Board of Directors of the San Benito County Water District will hold a Public Hearing on January 21, 2026, at 5:00 p.m., or soon thereafter, in the San Benito County Water Office located at 30 Mansfield Road, Hollister CA 95023 to consider adjustments to the Recycled water rates imposed on all customers. If approved, the rate adjustments will commence with the service period beginning March 1, 2026, and will be adjusted annually thereafter on March 1 for a three -year period. This notice is being sent to all impacted property owners in compliance with California Constitution Article XIII D, Section 6 (Proposition 218), which requires mailed notice at least 45 days prior to the Public Hearing at which the Board of Directors will consider the proposed rates. Proposition 218 also establishes a protest process for the public to follow if they wish to oppose the proposed rates.

**Pursuant to Government Code section 53759, you are hereby notified that there is a 120 -day statute of limitations for challenging the recycled water rates. As such, if the proposed recycled water rates are adopted, any judicial action or proceeding to attack, review, set aside, void, validate, or annul the ordinance, resolution, or motion adopting the updated recycled water rates must be commenced within 120 days of the effective date or of the date of the final passage, adoption, or approval of the ordinance, resolution, or motion, whichever is later.**

The District must collect revenues sufficient to cover the costs of operating the recycled water systems. These revenues allow the District to ensure that the recycled water systems continually meet or exceed all public health and environmental standards. Costs that must be recovered through rate revenue include treatment, distribution, collection, electricity, equipment, supplies and services, debt service, and personnel. Additionally, revenues generated from utility rates are used to finance the repair and renovation of aging infrastructure and maintain reserve funds. If approved, the first rate adjustment will be effective the service period beginning March 1, 2026, and adjusted annually every March 1 thereafter for a three -year period.

San Benito County Water District  
Attn: Recycled Water Rate Protest  
30 Mansfield Road  
Hollister, CA 95023  
For questions regarding this notification contact:  
San Benito County Water District – 831-637-8218

**San Benito County Water District  
Agenda Transmittal**

**Agenda Item:** 10  
**Meeting Date:** November 19, 2025  
**Submitted By:** Dana Jacobson  
**Presented By:** Dana Jacobson

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**Agenda Title:** Consider Authorizing the Board President to Execute the Agreement for Expense Reimbursement between the Sunnyslope County Water District and the San Benito County Water District for Improvements Pertaining to the Sunnyslope County Water District Water System Consolidation Project

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**Detailed Description:**

The Sunnyslope County Water District (Sunnyslope) received grant funding to consolidate several private water systems and annex these areas into the Sunnyslope service area. This would include the construction of new potable water facilities to improve water quality and reliability for the areas formerly served by Venture States Water Company, Best Road Mutual Water Company, Stonegate, and Tres Pinos.

Extending treated water service to these areas will require the installation of a new pipeline along the same corridor in which the San Benito County Water District (District) has an existing easement and 27-inch raw water pipeline that is currently used to serve Stonegate and provide percolation into Tres Pinos Creek. Sunnyslope has requested access to the District's easement to install its new pipeline and has offered to replace the District's pipeline concurrently. The District's pipeline has experienced numerous leaks and is needing replacement. It is therefore advantageous to have this work performed at the same time as Sunnyslope's larger consolidation project.

Approximately 3,526 linear feet of the District's 27-inch Corban pipe from Best Road to the Tres Pinos School would be abandoned and Sunnyslope would install by slip line its 12-inch treated water pipeline inside the District's abandoned pipe. The District's pipeline would be replaced by a new 18-inch HDPE pipeline located further east in the District's easement.

To formalize this arrangement the District would enter into an agreement with Sunnyslope to reimburse them for costs incurred for the installation of the District's new pipeline. Under the terms of the reimbursement agreement, Sunnyslope would be responsible for costs associated with the design and bidding for the District's pipeline. It would also be required to obtain any necessary easement from the underlying property owner. The District would be only responsible for the costs associated with the materials, installation, and a portion of the construction

management for its new 18-inch pipeline. The engineer's estimate (attached) is \$1,428,438, including a 10% contingency. The District will have a better estimate of total project costs after the bid opening on November 20, 2025. A separate District Board action will be required to approve the District's share of construction costs.

**Prior Committee or Board Action:**

November 6, 2025    Zone 6 Water Supply and Operations Committee Meeting

**Financial Impact:**        \_\_\_\_\_ X \_\_\_\_\_ Yes    \_\_\_\_\_ No

**Funding Source/ Recap:** N/A

**Materials included:**

1. Zone 6 Water Supply and Operations Committee Recommendation
2. Reimbursement Agreement
3. Engineer's Cost Estimate
4. Project Map

**Recommendation:** Staff and the Zone 6 Water Supply and Operations Committee recommend the Board authorize the Board President to execute the Agreement for Expense Reimbursement between the Sunnyslope County Water District and the San Benito County Water District for Improvements Pertaining to the Sunnyslope County Water District Water System Consolidation Project.

**Action Required:**    \_\_\_ Resolution    \_\_\_ X \_\_\_ Motion    \_\_\_\_\_ Review

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Board Action

Resolution No. \_\_\_\_\_ Motion By \_\_\_\_\_ Second By \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

Reagendized \_\_\_\_\_ Date \_\_\_\_\_ No Action Taken \_\_\_\_\_

BOARD AGENDA MEMO

**DATE:** November 6, 2025

**TO:** Board of Directors

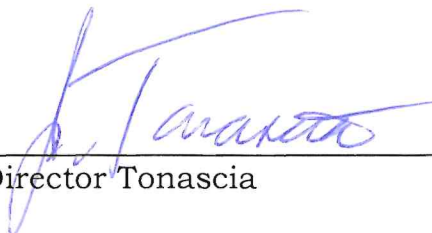
**FROM:** Zone 6 Water Supply and Operations Committee  
(Tonascia/Wright)


**SUBJECT:** Committee Recommending the Board Authorize the Board President to Execute the Agreement for Expense Reimbursement between the Sunnyslope County Water District and the San Benito County Water District for Improvements Pertaining to the Sunnyslope County Water District Water System Consolidation Project

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The Zone 6 Water Supply and Operations Committee met on November 6, 2025 and staff reviewed the Agreement for Expense Reimbursement between the Sunnyslope County Water District and the San Benito County Water District for Improvements Pertaining to the Sunnyslope County Water District Water System Consolidation Project.

The Zone 6 Water Supply and Operations Committee is recommending the Board Authorize the Board President to Execute the Agreement for Expense Reimbursement between the Sunnyslope County Water District and the San Benito County Water District for Improvements Pertaining to the Sunnyslope County Water District Water System Consolidation Project.

  
\_\_\_\_\_  
Director Tonascia

  
\_\_\_\_\_  
Director Wright

**AGREEMENT FOR EXPENSE REIMBURSEMENT BETWEEN THE  
SUNNYSLOPE COUNTY WATER DISTRICT AND THE SAN BENITO  
COUNTY WATER DISTRICT FOR IMPROVEMENTS PERTAINING TO  
THE SUNNYSLOPE COUNTY WATER DISTRICT WATER SYSTEM  
CONSOLIDATION PROJECT  
(PIPE SECTION C, DWR FUNDING GRANT  
AGREEMENT NO. 4600015432)**

This Agreement is entered into by and between the San Benito County Water District, a Special District of the State of California (hereinafter "DISTRICT"), and the Sunnyslope County Water District, a Special District of the State of California (hereinafter "SUNNYSLOPE").

The parties to this Agreement mutually agree and promise as follows:

1. Effective Date. The Agreement is effective on the date the last entity approves and executes this agreement ("Effective Date").
2. Termination. This Agreement shall terminate after SUNNYSLOPE has received its final reimbursement from the DISTRICT or when the terms of the Department of Water Resources Grant Agreement no.4600015432 (hereinafter "GRANT") have been fulfilled, whichever is later.
3. Purpose and Scope Work. This Agreement is a cooperative effort whereby the DISTRICT agrees to facilitate the completion of the water system consolidation project defined by the Department of Water Resources (DWR) GRANT agreement No. 4600015432, by allowing the Grant Administrator to design and relocate a certain 3500 linear foot section of DISTRICT waterline described hereto in Attachment A, with intent to allow SUNNYSLOPE to occupy the existing waterline alignment to satisfy the GRANT agreement. Upon completion of the project the DISTRICT will assume ownership and operation of a new 18-inch waterline along the western alignment of the existing prescribed easement, and share said easement with SUNNYSLOPE.
4. Responsibilities of DISTRICT and SUNNYSLOPE.

A. SUNNYSLOPE shall be responsible for the following:

(1) SUNNYSLOPE, shall design, bid and construct a new 18-inch waterline within the prescribed easement and in accordance with DISTRICT design specifications.

(2) SUNNYSLOPE shall devote sufficient staff, consultants, and contractors to complete the 18-inch waterline as described in Attachment A.

(3) SUNNYSLOPE shall obtain appropriate legal easement from the underlying property owner to occupy the existing DISTRICT waterline alignment.

(4) SUNNYSLOPE acknowledges that all expenses associated with the design and bid of the DISTRICT waterline shall be borne by the project and not considered for DISTRICT reimbursement.

(5) Consequently, the DISTRICT shall reimburse SUNNYSLOPE for all construction costs associated with the installation of the 18-inch waterline as described in Attachment A. Reimbursement will be within sixty (60) days of receipt of invoice for work performed and accepted by the DISTRICT.

(6) Hold Harmless. SUNNYSLOPE agrees to release, indemnify, and hold DISTRICT, its officers, agents and employees, harmless from and against any claims, costs, damage or liabilities arising out work performed for by SUNNYSLOPE.

(7) Indemnification. Any indemnification agreement that SUNNYSLOPE has with contractors performing the work shall contain a provision that includes the DISTRICT as an additionally indemnified party.

B. DISTRICT shall be responsible for the following:

(1) DISTRICT, shall review and authorize the cost of construction after bids are received and prior to commencement of construction. Once authorized the District commits to reimbursement to SUNNYSLOPE for all construction, construction management and project expenses associated with the waterline described in Appendix A. The District's share of construction management and project expenses will be calculated as the ratio of the construction costs associated with District's 18-inch water line and the overall construction costs for the consolidation project.

(2) DISTRICT shall devote sufficient DISTRICT staff to not unnecessarily delay construction of the waterline and to facilitating the cutover of service and abandonment of the existing waterline. DISTRICT shall, in a timely manner, process invoices of completed work and remit payment to SUNNYSLOPE.

(3) Hold Harmless. DISTRICT agrees to release, indemnify, and hold SUNNYSLOPE, its officers, agents and employees, harmless from and against any claims, costs, damages or liabilities arising out work performed by DISTRICT.

(4) Indemnification. Any indemnification agreement that DISTRICT has pertaining to the work shall contain a provision that includes SUNNYSLOPE as an additionally indemnified party.

5. Entire Agreement. This Agreement contains the entire understanding of the parties relating to the subject matter of this Agreement. Any representation or promises of the parties relating to the subject matter of this Agreement shall not be enforceable unless it is contained in this Agreement or in a subsequent written modification thereof.
6. Insurance. SUNNYSLOPE shall ensure and verify that all Contractors and Subcontractors carry insurance necessary to cover the work to be performed, including any self-insured retention and shall provide proof upon request.
7. Subcontracting and Assignment. The right, responsibilities and duties established under this Agreement are personal to the parties hereunder and may not be transferred or assigned without the express prior written consent of the other party.
8. Amendment. The provisions of this Agreement may not be modified, except by a written instrument signed by both parties.
9. Independent Relationship. It is understood that SUNNYSLOPE and its contractors, officers, employees, and agents are acting in an independent capacity and not as officers, employees, or agents of the DISTRICT. It is understood that the DISTRICT and its contractors, officers, employees, and agents are acting in an independent capacity and not as officers, employees, or agents of SUNNYSLOPE.

AGREEMENT FOR EXPENSE REIMBURSEMENT BETWEEN THE SUNNYSLOPE COUNTY WATER DISTRICT AND THE SAN BENITO COUNTY WATER DISTRICT FOR IMPROVEMENTS PERTAINING TO THE SUNNYSLOPE COUNTY WATER DISTRICT WATER SYSTEM CONSOLIDATION PROJECT (PIPE SECTION C, DWR FUNDING GRANT AGREEMENT NO. 4600015432)

**SAN BENITO COUNTY WATER DISTRICT:**

Board of Directors

By: \_\_\_\_\_  
Doug Williams, President

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Barbara Mauro, Secretary of the Board

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

District Counsel

\_\_\_\_\_  
Jeremy Liem, Counsel

Date: \_\_\_\_\_

**SUNNYSLOPE COUNTY WATER DISTRICT:**

Sunnyslope County Water District Board of Directors

By: \_\_\_\_\_  
Michael Alcorn, President

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Drew A. Lander, Secretary of the Board

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:**

Sunnyslope Counsel

\_\_\_\_\_  
Michael Laredo, Attorney at Law

Date: \_\_\_\_\_

# SUNNYSLOPE COUNTY WATER DISTRICT

**SMALL WATER AGENCY CONSOLIDATION PROJECT**  
**CA DEPARTMENT OF WATER RESOURCES AGREEMENT #4600015432**  
**URBAN COMMUNITY DROUGHT RELIEF GRANT**  
**100% Engineer's Opinion of Probable Cost**

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
<b>GENERAL CONSTRUCTION</b>					
1	Mobilization and Demobilization	1	LS	\$600,000	\$600,000
2	Construction Survey	1	LS	\$100,000	\$100,000
3	Erosion, Sediment, and Water Pollution Control/SWPPP	1	LS	\$75,000	\$75,000
4	Traffic Control	1	LS	\$200,000	\$200,000
5	Sheeting, Shoring, and Bracing	1	LS	\$40,000	\$40,000
<b>GENERAL CONSTRUCTION SUB-TOTAL:</b>					<b>\$1,015,000</b>
<b>SEGMENT A</b>					
6	Connection to Existing Water Main at Sta A10+00	1	LS	\$20,000	\$20,000
7	Connection to Existing Water Main at Sta A36+53	1	LS	\$20,000	\$20,000
8	12" DR 11 HDPE Water Main, Open Trench (Sta A10+00 to A22+78)	2,278	LF	\$250	\$569,500
9	12" DR 11 HDPE Water Main, HDD (Sta A22+78 to A36+54)	1,376	LF	\$200	\$275,200
<b>SEGMENT A SUB-TOTAL:</b>					<b>\$884,700</b>
<b>SEGMENT B - FAIRVIEW CORNERS</b>					
10	Clearing and Grubbing	1	LS	\$40,000	\$40,000
11	Fairview Corners Site Grading	1	LS	\$100,000	\$100,000
12	Connection to Existing Water Main at Sta FC23+07	1	LS	\$20,000	\$20,000
13	12" DR 11 HDPE Water Main, Open Trench	2,850	LF	\$210	\$598,500
<b>SEGMENT B FAIRVIEW CORNERS SUB-TOTAL:</b>					<b>\$758,500</b>
<b>SEGMENT B and B.1</b>					
14	Connection to Existing Water Main at Sta B12+66 & 6" DR 18 C900 PVC Water Main	1	LS	\$20,000	\$20,000
15	Connection to Existing Water Main at Sta B33+68	1	LS	\$20,000	\$20,000
16	Connection to Existing Water Main at Sta B62+54	1	LS	\$20,000	\$20,000
17	Connection to Existing Water Main at Sta B.1 14+25	1	LS	\$20,000	\$20,000
18	6" DR 11 HDPE Water Main, HDD (Sta B9+80 to B12+34)	286	LF	\$140	\$40,040
19	12" DR 11 HDPE Water Main, HDD (Sta B9+80 to B12+34)	286	LF	\$200	\$57,200
20	12" DR 11 HDPE Water Main (Sta B12+34 to B49+96)	3,729	LF	\$250	\$932,250
21	12" DR 11 HDPE Water Main, HDD (Sta B49+96 to B60+36)	1,040	LF	\$200	\$208,000
22	12" DR 11 HDPE Water Main (Sta B60+36 to B68+04)	769	LF	\$250	\$192,250
23	8" DR 18 C900 PVC Water Main (Sta B.1 10+00 to 14+25)	425	LF	\$210	\$89,250
24	Water Service Connections	10	EA	\$5,000	\$50,000
<b>SEGMENT B AND B.1 SUB-TOTAL:</b>					<b>\$1,648,990</b>

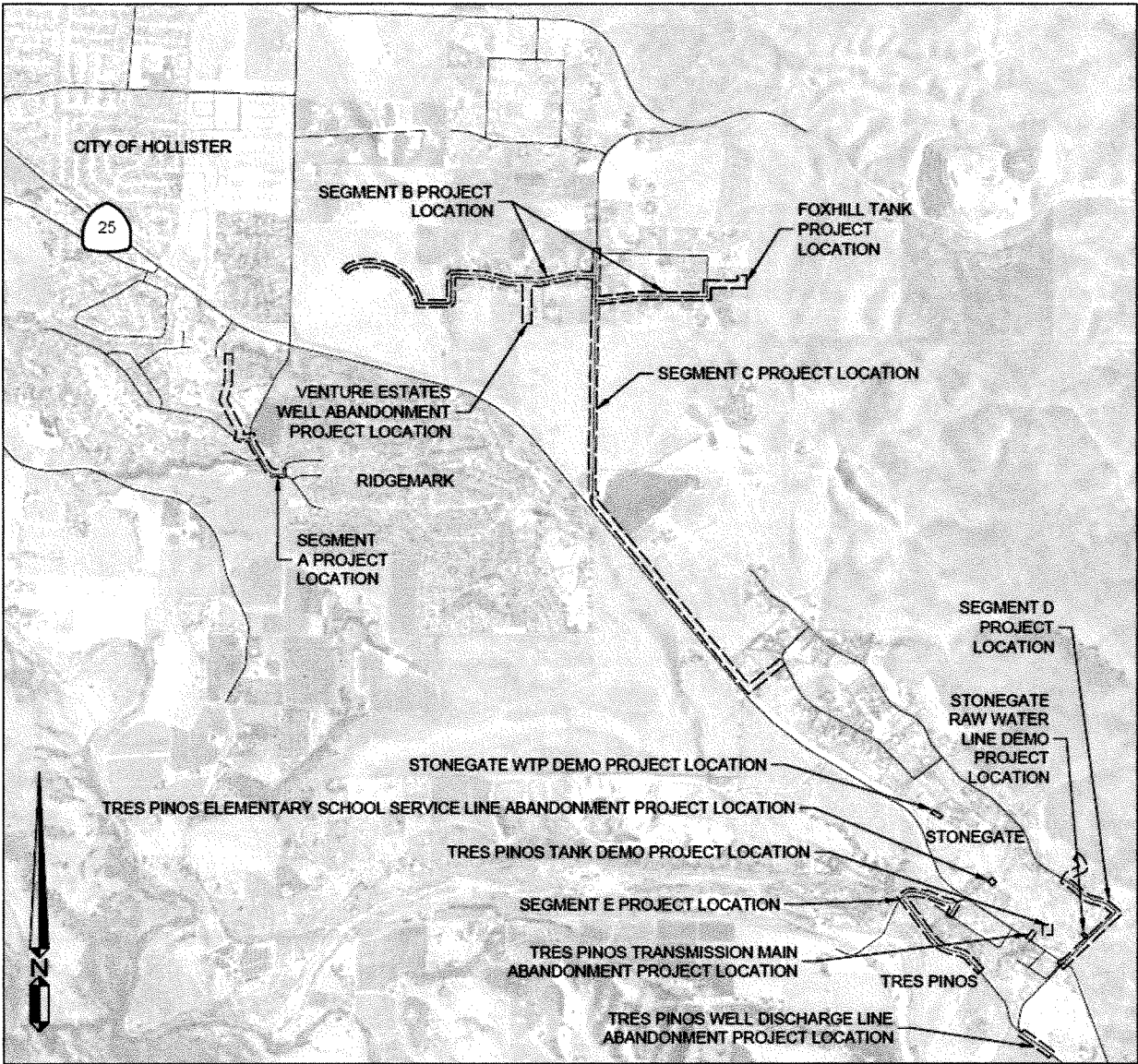
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
<b>SEGMENT C</b>					
25	Connection to Existing Water Main at Sta C121+56	1	LS	\$20,000	\$20,000
26	12" DR 11 HDPE Water Main (Sta C10+00 to C17+72)	772	LF	\$250	\$193,000
27	12" DR 11 HDPE Water Main, HDD (Sta C17+72 to C28+11)	1,042	LF	\$200	\$208,400
28	12" DR 11 HDPE Water Main (Sta C28+11 to C72+06)	4,395	LF	\$250	\$1,098,750
29	12" DR 11 HDPE Water Main, Slip Line (Sta C72+06 to C107+28)	3,546	LF	\$200	\$709,200
30	12" DR 18 C900 PVC Water Main (Sta C107+28 to C121+56)	1,428	LF	\$250	\$357,000
<b>SEGMENT C SUB-TOTAL:</b>					<b>\$2,586,350</b>
<b>SEGMENT C.1 - San Benito County Water District</b>					
31	Connection to Existing Water Main at Sta C.1 10+00	1	LS	\$40,000	\$40,000
32	Connection to Existing Water Main at Sta C.1 21+80 & 12" DR 18 C900 PVC Water Main	1	LS	\$55,000	\$55,000
33	Connection to Existing Water Main at Sta C.1 45+26	1	LS	\$40,000	\$40,000
34	18" DR 11 HDPE Water Main (Sta C.1 10+00 to 45+26)	3,526	LF	\$330	\$1,163,580
<b>SEGMENT C.1 SBCWD SUB-TOTAL:</b>					<b>\$1,298,580</b>
<b>SEGMENT D</b>					
35	Connection to Existing Water Main at Station D40+43	1	LS	\$20,000	\$20,000
36	12" DR 11 HDPE Water Main (Sta 10+00 to 14+12, Sta 40+29 to 40+43)	412	LF	\$250	\$103,000
37	12" DR 11 HDPE Water Main, HDD (Sta 14+12 to 39+27)	2,515	LF	\$200	\$503,000
38	12" DR 11 HDPE Water Main, Jack & Bore (Sta D39+27 to 40+29)	1	LS	\$205,200	\$205,200
<b>SEGMENT D SUB-TOTAL:</b>					<b>\$831,200</b>
<b>SEGMENT E</b>					
39	Connection to Existing Water Main at Station 10+00	1	LS	\$20,000	\$20,000
40	Connection to Existing Water Main at Sta E16+64 & 4" DR 18 C900 PVC Water Main	1	LS	\$30,000	\$30,000
41	Connection to Existing Water Main at Station 38+71 & 4" DR 18 C900 PVC Water Main	1	LS	\$25,000	\$25,000
42	6" DR 18 C900 PVC Water Main (Sta 10+00 to 38+71)	2,921	LF	\$170	\$496,570
43	Water Service Connections	9	EA	\$5,000	\$45,000
44	Full Width Road Restoration	27,000	SF	\$70	\$1,890,000
<b>SEGMENT E SUB-TOTAL:</b>					<b>\$2,506,570</b>
<b>FOXHILL TANK SITE</b>					
45	Tank Site Improvements	1	LS	\$240,000	\$240,000
46	Diversion Wall	1	LS	\$35,000	\$35,000
47	New 275,000 gallon Foxhill Tank, Piping, and Appurtenances	1	LS	\$1,023,000	\$1,023,000
48	Existing Foxhill Tank Modifications	1	LS	\$210,000	\$210,000
<b>FOXHILL TANK SITE SUB-TOTAL:</b>					<b>\$1,508,000</b>

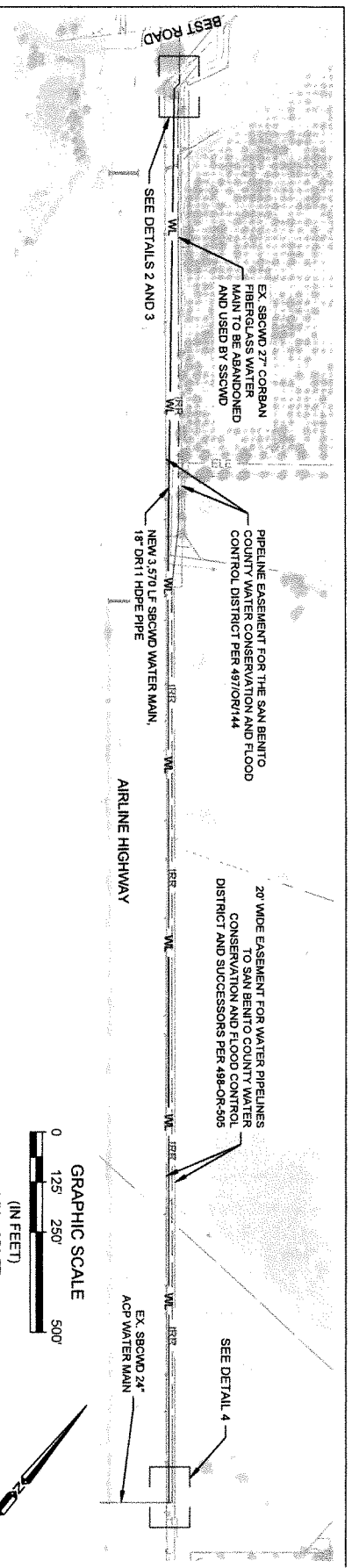
ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
<b>DEMOLITION/ABANDONMENT</b>					
49	Abandon Existing Tres Pinos Transmission Main	1	LS	\$7,500	\$7,500
50	Demolish Existing Tres Pinos Water Tank	1	LS	\$110,000	\$110,000
51	Cut and Cap Tres Pinos Well Discharge Line	1	LS	\$7,500	\$7,500
52	Abandon Existing Venture Estates Well	1	LS	\$50,000	\$50,000
53	Abandon Existing Stonegate WTP and Raw Water Line Tie In	1	LS	\$40,000	\$40,000
54	Abandon Existing Best Roads Water Main	1	LS	\$7,500	\$7,500
<b>DEMOLITION/ABANDONMENT SUB-TOTAL:</b>					<b>\$222,500</b>
<b>PROJECT SUB-TOTAL:</b>					<b>\$13,260,390</b>
<b>CONTINGENCY (10%):</b>					<b>\$1,326,039</b>
<b>BID TOTAL:</b>					<b>\$14,586,429</b>

<b>SUNNYSLOPE/GRANT PORTION OF TOTAL PROJECT COST, WITH 10% CONTINGENCY:</b>	<b>\$11,078,991</b>
<b>COUNTY COST-SHARE PORTION OF TOTAL PROJECT COST, WITH 10% CONTINGENCY:</b>	<b>\$2,079,000</b>
<b>SBCWD PORTION OF TOTAL PROJECT COST, WITH 10% CONTINGENCY:</b>	<b>\$1,428,438</b>

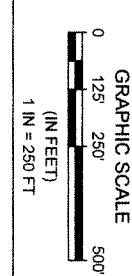
<b>ADDITIVE BID ITEMS</b>					
	6" Gate Valve	1	EA	\$3,500	\$3,500
	8" Gate Valve	1	EA	\$4,000	\$4,000
	12" Gate Valve	1	EA	\$4,500	\$4,500
	Blow Off Assembly	1	EA	\$10,000	\$10,000
	Air Valve Assembly	1	EA	\$10,000	\$10,000
	Unknown Utility Pot Hole	1	EA	\$175	\$175
	Shallow Trench Water Main Installation	10	LF	\$530	\$5,300

# Project Map: Sunnyslope Water System Consolidation Project

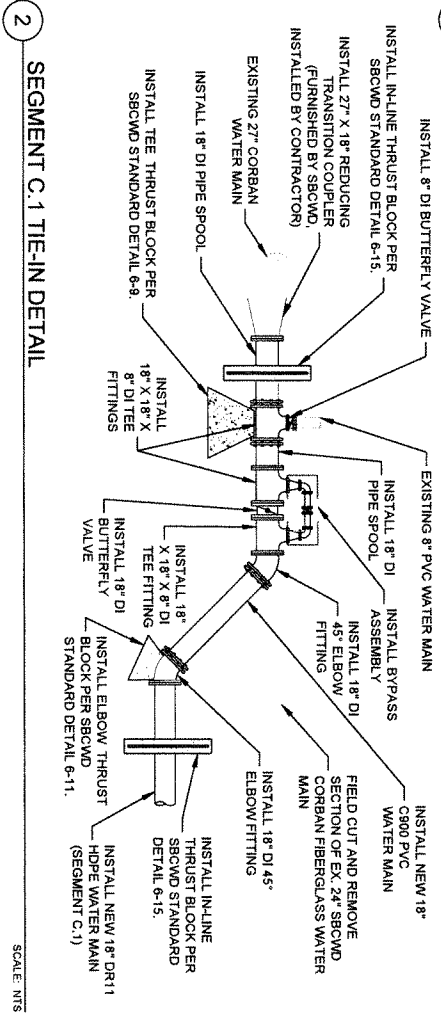




**1 NEW 18" SBCWD WATER MAIN (PIPE SEGMENT C.1) PLAN VIEW**

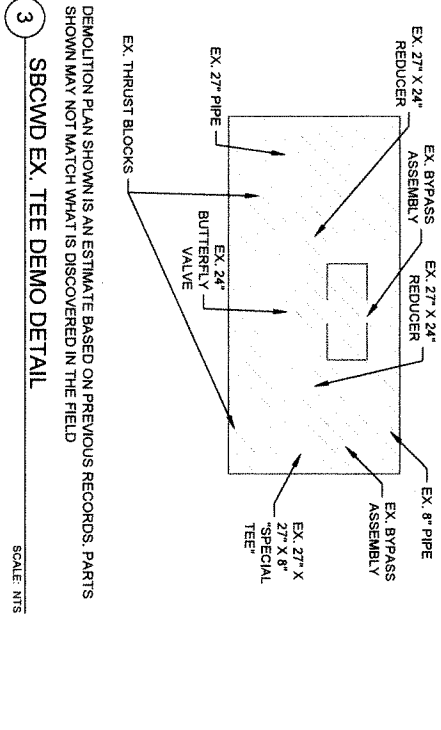


SCALE: 1" = 250'



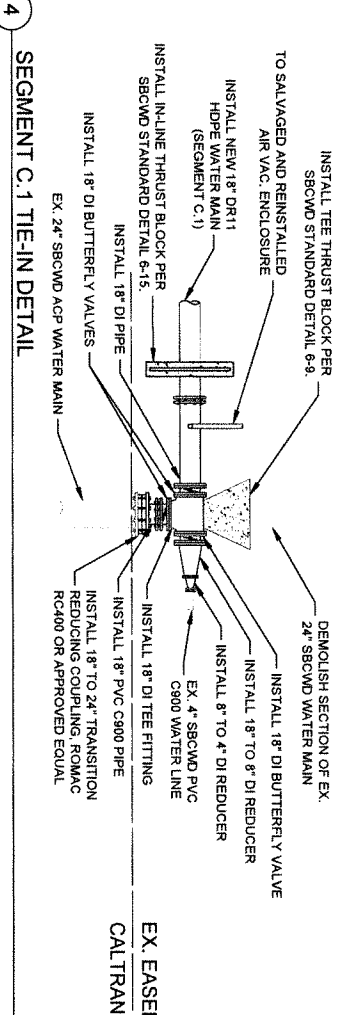
**2 SEGMENT C.1 TIE-IN DETAIL**

SCALE: NTS



**3 SBCWD EX. TEE DEMO DETAIL**

SCALE: NTS



**4 SEGMENT C.1 TIE-IN DETAIL**

SCALE: NTS

**SSCWD  
WATER SYSTEM  
CONSOLIDATION PROJECT  
NEW SBCWD WATER MAIN EXHIBIT**

JOB NO.: 0557-0007  
DRAWING: NEW SBCWD  
DRAWN BY: BDP  
DATE: 10/22/25  
SCALE: VARIES

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**San Benito County Water District  
Agenda Transmittal**

**Agenda Item:** //

**Meeting Date:** November 19, 2025

**Submitted By:** Dana Jacobson

**Presented By:** Dana Jacobson

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**Agenda Title:** Consider Authorizing the General Manager to Execute the 2025 CVP Water Transfer Agreement between the Santa Clara Valley Water District and the San Benito County Water District

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**Detailed Description:**

Staff's most recent water balance analysis indicates that the District would need approximately 3,000 acre-feet (AF) of imported supply to make full use of its ability to carry water over in San Luis Reservoir into the 2026 water year. This determination was made with the assumption that the District would fully implement water transfer agreements previously approved in 2025.

The Santa Clara Valley Water District (Valley Water) has 3,000 AF of surplus Central Valley Project (CVP) supply and is willing to transfer it to the District. The District would be responsible for paying Valley Water a purchase price of \$215.97/AF, or a total of \$647,910. However, this would be offset by revenue generated by the previously approved transfers. If the District executes the agreement with Valley Water, total water transfer revenues in 2025 would be reduced from \$1,053,210 to \$948,390, or a total of \$104,820.

The District would be also responsible for paying the applicable San Luis & Delta-Mendota Water Authority O&M rate, as it would for any other water delivered to the District. Valley Water would be responsible for paying applicable rates to the U.S Bureau of Reclamation.

Environmental compliance is already in place for the water transfer. Compliance under the National Environmental Protection Act is achieved under Reclamation's Accelerated Water Transfer Program, and the transfer is exempt under Section 15301 of the California Environmental Quality Act.

**Prior Committee or Board Action:**

On November 6, 2025, the Zone 6 Water Supply and Operations Committee made the recommendation to authorize the General Manager to Execute the 2025 CVP Water Transfer Agreement Between the Santa Clara Valley Water District and the San Benito County Water District.



BOARD AGENDA MEMO

**DATE:** November 6, 2025

**TO:** Board of Directors

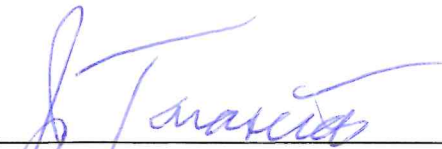
**FROM:** Zone 6 Water Supply and Operations Committee  
(Tonascia/Wright)

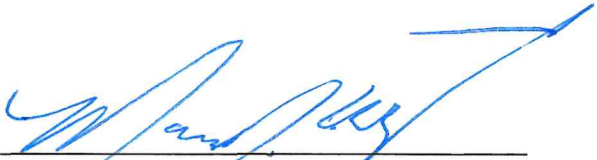
**SUBJECT:** Committee Recommending the Board Authorize the General Manager to Execute the Agreement for Temporary Transfer of Water Between the Santa Clara Valley Water District and the San Benito County Water District

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The Zone 6 Water Supply and Operations Committee met on November 6, 2025 and staff reviewed the Agreement for Temporary Transfer of Water Between the Santa Clara Valley Water District and the San Benito County Water District .

The Zone 6 Water Supply and Operations Committee is recommending the Board Authorize the General Manager to Execute the Agreement for Temporary Transfer of Water Between the Santa Clara Valley Water District and the San Benito County Water District.

  
\_\_\_\_\_  
Director Tonascia

  
\_\_\_\_\_  
Director Wright

**2025 CVP WATER TRANSFER AGREEMENT BETWEEN  
SANTA CLARA VALLEY WATER DISTRICT AND  
SAN BENITO COUNTY WATER DISTRICT**

This Agreement is made effective this \_\_\_\_ day of November 2025, by and between Santa Clara Valley Water District, hereinafter referred to as “Valley Water”, and San Benito County Water District, hereinafter referred to as “San Benito.”

**RECITALS**

- A. Both parties to the Agreement are public agencies of the State of California, duly formed and operating under the laws of the State, and are empowered to enter into contracts to manage the water supply available to themselves for the benefit of their constituents.
- B. Valley Water and San Benito are contractors with the United States Bureau of Reclamation (Bureau) and entitled to receive Central Valley Project (CVP) water pursuant to their respective contracts (Contract No. 7-07-20-W0023AB-P & 8-07-20W0130A-P).
- C. Valley Water is willing to transfer up to 3,000 acre-feet (AF) of its 2025-26 CVP water (“CVP Transfer Water”) to San Benito. Water will be delivered to San Benito between November 1, 2025 and December 31, 2025.
- D. The parties have determined that the transfer under this Agreement will have no significant environmental impact and shall not increase the cost, nor reduce the supply, of water to other CVP contractors.

THEREFORE, THE PARTIES AGREE as follows:

- 1. Subject to Bureau’s approval of this water transfer, Valley Water will make available to San Benito up to 3,000 AF of CVP Transfer Water for delivery during the Term of this Agreement pursuant to a schedule approved by the Bureau in coordination with Valley Water and San Benito.
- 2. Term. This Agreement will become effective on the Effective Date and terminate on December 31, 2025, provided that San Benito’s obligation to pay any sums due will survive until such payment obligations are satisfied. The Parties may mutually agree, in writing, to extend the term of the Agreement.
- 3. The point of delivery for the CVP Transfer Water shall be Pacheco Pumping Plant.
- 4. San Benito shall pay Valley Water \$215.97 per acre-foot of CVP Transfer Water delivered to the point of delivery. Valley Water shall invoice San Benito the final amount of CVP Transfer Water delivered during the term of this agreement. San Benito shall pay the invoice within forty-five (45) days of receipt.
- 5. Valley Water agrees to pay its Bureau Contract Rate, and Restoration Fund, and additional rates for CVP services required to effectuate the transfer, if any. San Benito is responsible for paying the San Luis & Delta- Mendota Water Authority’s O&M charge. Other internal

fees of Valley Water and San Benito shall be borne internally by each party and are not part of this agreement.

6. San Benito shall be responsible for the cost of obtaining any and all approvals legally required for the delivery of CVP Transfer Water from Valley Water to San Benito. Such approvals shall be identified and agreed to by the parties within fifteen (15) days from the execution of the Agreement. Should Valley Water determine that any approvals so identified are unreasonable, in Valley Water's sole and absolute discretion, Valley Water shall have the right to terminate this Agreement by providing San Benito with written notice within thirty (30) days of execution of this Agreement. Should Valley Water terminate this agreement, Valley Water's sole remaining obligation or liability will be to refund all payments made by the San Benito.
7. Contingent Upon Reclamation Approval. The performance by both parties to this Agreement is contingent upon approval of the Bureau.
8. Cooperation. Both parties shall cooperate in securing Bureau approvals.
9. Notices: Any notice, request, tender, demand, delivery, approval, or other communication providing for, required, or arising under this Agreement shall be in writing and shall be deemed delivered immediately upon email (assuming receipt) or three business days after deposit in the United States mail, addressed to the party as follows:

SANTA CLARA VALLEY WATER DISTRICT  
5750 Almaden Expy  
San Jose, CA 95118  
Attention: Cindy Kao  
Email: ckao@valleywater.org

SAN BENITO COUNTY WATER DISTRICT  
30 Mansfield Road  
Hollister, CA 95023  
Attention: Dana Jacobson  
Email: djacobson@sbcwd.ca.gov

10. Indemnification: Each Party shall indemnify, defend and save the other Party free and harmless from, and pay in full, any and all third-party causes of action, claims, liabilities, obligations, demands, losses, judgments, damages or expenses, including reasonable attorney fees and costs ("third party claims") in any manner arising out of or connected with the indemnifying Party's activities in its performance under this Agreement, including but not limited to any third-party claims asserting a prior right, or interference with a right, to water delivered from one Party to the other, except that the indemnifying Party is relieved of these responsibilities in the event of willful/intentional misconduct or gross negligence by the other Party, or its Board of Directors, officers, representatives, consultants, contractors, agents or employees.
11. Successors and Assigns: The terms and provisions of this Agreement shall bind and shall

inure to the benefit of the successors and assigns of the respective parties thereto.

12. Amendments: Amendments to this Agreement shall be effective only if in writing, and then only when signed by the authorized representatives of the respective parties.
13. Force Majeure: Except as otherwise provided herein, all obligations of the parties hereto shall be suspended so long as, and to the extent that, the performance thereof shall be prevented by earthquakes, fires, tornadoes, facility failures, floods, drownings, strikes, other casualties or acts of God, orders of court or governmental agencies having jurisdiction over the subject matter thereof or other events or causes beyond the control of the parties hereto.
14. Consistent with the provisions of Water Code Sections 475 and 1244, the parties agree that neither this transfer nor this Agreement is evidence of the availability of surplus water beyond the terms of this Agreement or lack of beneficial use of the water involved in this Agreement, and they shall not contend otherwise.

IN WITNESS WHEREOF, the parties execute this Agreement on this day and year first above mentioned.

SAN BENITO COUNTY WATER DISTRICT

SANAT CLARA VALLEY WATER DISTRICT

By \_\_\_\_\_  
Dana Jacobson, General Manager

By \_\_\_\_\_  
Melanie Richardson P.E.,  
Interim Chief Executive Officer

## San Benito County Water District

### Agenda Transmittal

Agenda Item: 12

Meeting Date: November 19, 2025

Submitted By: Brett Miller

Presented By: Brett Miller

---

**Agenda Title:** Consider Approval of a Non-Financial Agreement between the San Benito County and the San Benito County Water District for the Workforce Innovation and Opportunity (WOIA) and Work Experience Program (WEX)

---

#### **Detailed Description:**

The Community Services & Workforce Development (CSWD) Department operates the Catalyst Uplift Project Work Experience (WEX) Program to provide job training opportunities for eligible participants. CSWD has selected the San Benito County Water District (District) to serve as a Worksite Agency for this program. The Worksite Agreement allows CSWD to place trainees at the District to learn job skills while CSWD provides all wages and workers' compensation insurance. The District will provide supervision, job training, and a safe workplace for up to six (6) Water Resources Technician Trainees, at no cost to the District. The agreement establishes responsibilities for both parties, including training, timekeeping, safety, and compliance with all applicable laws and regulations.

Staff has reviewed the proposed Agreement and finds it to be in the best interest of the District and the community.

Highlights of the Program are as follows:

#### **Summary**

CSWD will send eligible trainees to the Water District so they can learn job skills.

The District will teach and supervise them.

CSWD will pay the trainees and provide workers' compensation insurance.

This agreement does **not** cost the District money.

---

### Program Dates

The agreement is planned to run from:

**November 4, 2025 – June 31, 2026**

or until a trainee finishes **900 hours**.

If needed, CSWD may approve up to **1,800 hours**.

---

### District Responsibilities

The District will:

- Provide **6 trainee positions** for Water Resources Technician Trainees.
- Give trainees real on-the-job tasks, such as:
  - Helping maintain pumps, valves, and water equipment
  - Reading meters and keeping records
  - Assisting with water treatment plant checks
  - Keeping buildings and grounds clean and safe
- Make sure trainees work no more than **8 hours per day and 40 hours per week**.
- Provide a safe workplace and follow all state and federal laws.
- Give proper supervision, training, and safety instructions.
- Keep accurate time sheets and send them to CSWD.
- Carry required liability insurance and list CSWD as an additional insured.

This program cannot be used to replace regular employees.

---

### CSWD Responsibilities

CSWD will:

- Train supervisors and trainees on program rules.
  - Confirm trainee eligibility.
  - Pay trainees **\$18.50 per hour** (or higher if minimum wage increases).
  - Handle workers' compensation insurance.
  - Monitor the Water District to ensure rules are followed.
  - Allow no more than **40 work hours per week** per trainee.
- 

### Monitoring and Recordkeeping

- The District must keep time and attendance records.
  - Records must be kept for **three years**.
  - CSWD, the State of California, and the U.S. Department of Labor may review records.
- 

### Termination Clause

Either party may end the agreement with **15 days' written notice**.

**Prior Committee or Board Action:** No

**Financial Impact:** Yes \_\_\_\_\_ No   X  

**Funding Source/ Recap:** N/A

### Recommendation:

Staff recommends the Board review and approve the proposed Agreement.

Action Required: \_\_\_\_\_ Resolution \_\_\_\_\_ X Motion \_\_\_\_\_ Review

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**Board Action**

\_\_\_\_\_ Resolution No. \_\_\_\_\_ Motion By \_\_\_\_\_ Second By \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

Reagendized \_\_\_\_\_ Date \_\_\_\_\_ No Action Taken \_\_\_\_\_

**NON-FINANCIAL WORKSITE AGREEMENT FOR THE  
SAN BENITO COUNTY WIOA WORK EXPERIENCE PROGRAM**

WHEREAS, San Benito County Water District has been selected by San Benito County Community Services and Workforce Development Department (CSWD) as an eligible training Worksite Agency, for the Workforce Innovation and Opportunity Act (WIOA) Work Experience Program (WEX).

IT IS THEREFORE agreed by and between CSWD as the Contractor and San Benito County Water District as the Worksite Agency, as follows:

In consideration for the Worksite Agency training participants in the Contractor's WIOA Work Experience Program, the Contractor shall provide eligible program participants at the Worksite Agency's worksite and shall pay the participant(s).

- A. **PERIOD OF PERFORMANCE of this agreement shall be from 11/06/2025 to 06/30/2026, or until the completion of 600 hours, whichever is sooner. Additional hours may be approved by the Contractor and shall not exceed a total of 1200 hours per the term of the contract.**
- B. **OBLIGATIONS: Contractor (CSWD)**
1. Shall orient worksite supervisor(s) as to responsibilities, procedures, and operations pursuant to this Worksite Agreement.
  2. Shall assure that worksite assignments are appropriate in terms of meeting program participants' needs and labor market demands.
  3. Shall orient applicants during intake as to their rights and responsibilities as program participants under the WIOA Work Experience Program.
  4. Shall assure that all program participants are certified as eligible in accordance with Federal Regulations (20 C.F.R. Sections 645.212, 645.213 and 645.214).
  5. Shall have the right to conduct on site monitoring of the Worksite Agency's program, including all records pertinent to this program, and the Contractor shall have primary responsibility for monitoring this Worksite Agreement. The State of California and the United States Department of Labor shall also have this right.
  6. Shall reserve the right to modify this Worksite Agreement.
  7. Shall terminate the Worksite Agreement where it finds serious or continual violation of the obligations of this agreement, and which are not likely to be corrected by quick and remedial actions.
  8. Shall assure that the Worksite Agency provides sufficient meaningful work to occupy all program participant(s) assigned during the hours that they are at the site.
  9. Shall authorize payment to program participant(s) only for time worked by such participant(s). No funds may be paid to any participant for more than **40 hours per week and cannot exceed a total of 600 hours under this agreement unless additional hours have been approved by Contractor pursuant to section "A".**

10. Shall provide a wage of **\$18.50** per hour with automatic adjustments to reflect any minimum wage increases during the life of this Agreement, and Worker's Compensation Insurance coverage for program participant(s), contingent upon receipt of funds from the State of California, and subject to budget appropriations by the Board of Supervisors as adopted. The absence of State funding or of County budget appropriations, shall automatically terminate this agreement.
11. Shall provide orientation for the program participant(s) and worksite supervisor(s) as to payroll policies and procedures.

**C. OBLIGATIONS OF THIS AGREEMENT:      Worksite Agency**

1. Nepotism. Shall not provide a training assignment under this program for a member of the owner of the Worksite's immediate family. Immediate family is defined as: spouse, domestic partner, child (including step-children), parent (including step-parent), grand parent, grandchild, brother, sister, step-relatives and in-laws in those relationships.
2. Shall provide work experience activities to program participant(s) selected consistent with the Contractor's Work Experience Worksite Request and Job Description forms, as completed by the Worksite Agency and submitted with this agreement, which completed forms are attached hereto and incorporated herein by reference as Attachments 1 and 2. The Worksite Agency certifies that it approves of placement of program participant(s) at its worksite and that it understands and accepts those responsibilities that have been accepted by its officers and employees, as the employer of the program participant(s) placed there.
3. Shall agree to indemnify, defend and save harmless the Contractor, the Contractor's officers and employees, and the program participant(s) from and against any and all claims and losses whatsoever arising out of, or in any way related to the Worksite Agency's performance under this agreement, including, but not limited to, claims for property damage, property loss, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs and experts' fees) incurred by the Contractor and/or the program participant(s) in connection with such claims or losses. The Worksite Agency's "performance" includes its action or inaction and the action or inaction of its officers, agents and employees.
4. Shall maintain comprehensive general liability insurance, in full force and effect during the term of this agreement, covering all of the Worksite Agency's operations with a combined single limit of not less than one million dollars (\$1,000,000).
  - a. Compliance with the above insurance coverage requirement does not limit the Worksite Agency's duty to indemnify the Contractor.
  - b. Each insurance policy shall be issued by a company authorized by law to transact business in the State of California.

- c. Each insurance policy shall provide that the Contractor be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
  - d. The comprehensive general liability policy shall provide an endorsement naming the Contractor and its officers, agents and employees as additional insured.
  - e. The Worksite Agency shall file a certificate of insurance with the Contractor, showing that the Worksite Agency has in effect the insurance required by this agreement. The Worksite Agency shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, the Worksite Agency may provide proof of self-insurance meeting requirements equivalent to those imposed herein. The Worksite Agency warrants that the Worksite Agency's self-insurance provides substantially the same protection to the Contractor as the insurance required herein. The Worksite Agency further agrees to notify the Contractor in the event any change in self-insurance occurs that would alter the obligations undertaken in this agreement within thirty (30) days of such change.
5. Shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and performing the services specified in this agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this agreement.
  6. Shall not discriminate in the employment of persons necessary to perform this agreement on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.
  7. Shall not, except as specifically authorized herein, assign rights under this agreement, or delegate duties under this agreement, without the prior written consent of the Contractor, and any attempted assignment or delegation without such consent shall be void.
  8. Shall provide 6 position(s). The program participant(s) shall be assigned to various job duties as outlined in the Contractor's Work Experience Worksite Request and Job Description forms, as completed by the Worksite Agency and submitted with this agreement, which completed forms are attached hereto and incorporated herein by reference as Attachments 1 and 2.
  9. Shall notify the Contractor immediately if the number of participant(s) at the worksite changes, so that this agreement may be modified as necessary.
  10. Shall orient the program participant(s) to the worksite (conditions of work, employer expectations, employer's policies and procedures, etc.) on their first day

at work.

11. Shall provide the program participant(s) with adequate supervision and shall provide an alternate supervisor whenever the regular worksite supervisor is not available. The worksite supervisor and alternative supervisor shall accept responsibility for supervising program participant(s) placed in their charge. The worksite supervisor and alternative supervisor shall supervise the work and training of the program participant(s) as specified in the Contractor's Job Description form, as completed by the Worksite Agency and submitted with this agreement, which completed form is attached hereto and incorporated herein by reference as Attachment 2. The worksite supervisor and alternative supervisor shall keep accurate time and attendance records for program participant(s) and shall report any problems or concerns to the assigned work experience counselor. The worksite supervisor shall inform the alternative supervisor of any absence(s) by the supervisor.
12. Shall further provide program participant(s) with safety instructions for protection against injury and shall provide a safe and healthy work environment for the program participant(s). The Worksite Agency shall strictly adhere to the provisions of State and Federal Child Labor Laws.
13. Shall provide an adequate number of worksite supervisor(s) to provide a ratio not to exceed 12 program participants to one worksite supervisor.
14. Shall provide assistance in upgrading program participant(s) to higher level of training to the extent feasible.
15. Shall submit to the Contractor authenticated timesheets and worker's compensation claims, if any, for program participant(s), in accordance with the policies of the Contractor.
16. Shall, on evaluation forms provided by the Contractor, and on the back of the program participant's(s') timesheets, review participant's(s') work experience progress and shall forward original forms to the Contractor.
17. Shall assure that appropriate and legal standards for health and safety in the workplace and in training situations are maintained.
18. Shall assure that the worksite supervisor(s) is/are experienced in the work to be performed.
19. Shall insure that the worksite(s) has/have adequate equipment and/or materials necessary to the program participant's(s') work experience job, at no cost to Contractor.
20. Shall insure that program participant(s) will work no more than **8** hours per day and no more than **40** hours per week.
21. Shall provide training and supervision to program participant(s) such that they will

be able to perform satisfactorily the duties specified on the Contractor's Work Experience Worksite Request and Job Description forms, as completed by the Worksite Agency and submitted with this agreement, which completed forms are attached hereto and incorporated herein by reference as Attachments 1 and 2.

22. Shall ensure that program participant(s) will not be employed on the construction, operation, or maintenance of any facility which is used for sectarian instruction or as a place for religious worship.
23. Shall comply with the applicable provisions of the Hatch Act, which limits the political activity of employees, and will assure that participants are not involved in any political activities.
24. Shall provide release time for program participant(s) to attend skill training, counseling, and education programs as a part of the career orientation to be provided by the Contractor.
25. Shall not fill a vacant position that has been created through a layoff of any Worksite Agency employee(s) and shall not displace any Worksite Agency employee(s) by layoff of said employee(s) through the placement of a program participant(s). No program participant(s) shall be employed when any other individual is not on layoff status for the same or equivalent job with the Worksite Agency, nor can the Worksite Agency terminate a regular employee to create a job for a program participant. The Worksite Agency shall complete and submit Contractor's Maintenance of Effort Statistics form, as completed by the Worksite Agency and submitted with this agreement, which completed form is attached hereto and incorporated herein by reference as Attachment 3.
26. Shall certify that neither it nor any of its officers or employees has been convicted of fraud or misappropriation of funds within the last two (2) years and that, to the best of its knowledge and belief, neither it nor any of its officers or employees is/has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this or any other covered transactions by any Federal department or agency. The Worksite Agency assures that it is licensed in good standing in California and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Excluded Parties Listing. The Worksite Agency has completed the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions form, and submitted it with this agreement, which completed form, is attached hereto and incorporated herein by reference as Attachment 4.

#### **D. TIME AND ATTENDANCE**

1. Accurate time and attendance records shall be kept by the supervisor for each program participant and will reflect the time actually worked by the participant. Standard work experience timesheets shall be used for verification.
2. Time and attendance records shall be signed at the end of the period by the program participant(s) and worksite supervisor, whose signature shall certify its accuracy.

Completed timesheets shall be submitted to the Contractor at the address specified in paragraph H below, on the scheduled due date.

#### **E. MONITORING**

The worksite shall be monitored by the Contractor, and possibly by the State of California and the United States Department of Labor, for compliance with the provisions of the Worksite Agreement and rules and regulations governing the Contractor. The worksite supervisor shall maintain accurate time and attendance records as well as a list of current activities, and shall cooperate fully to provide monitoring information as requested.

All such time and attendance records shall be made available to the Contractor or its authorized representative, or officials of the State of California and/or of the United States Department of Labor for review or audit during normal business hours, upon reasonable advance notice given by the Contractor, its authorized representative, or officials of the State of California or of the United States Department of Labor. The Worksite Agency shall maintain and preserve all records related to this agreement for a period of three years from the end of each fiscal year in which they were prepared. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three-year period shall arise only if the Contractor notifies the Worksite Agency of the commencement of an audit prior to the expiration of the three-year period.

\*Worksites for such monitoring are selected on a random basis by the State of California and the United States Department of Labor.

#### **F. TERMINATION**

Either the Contractor or the Worksite Agency may terminate this agreement, with or without cause, at any time. In order to terminate this agreement, the terminating party shall give fifteen (15) days advance written notice to the other party. The termination notice shall be made as specified in paragraph H, below. The termination shall be effective at the expiration of the fifteen (15) days.

#### **G. GENERAL TERMS AND CONDITIONS**

1. Independent Contractor: The Worksite Agency and its officers, agents and employees, in the performance of this agreement, are independent contractors in relation to the Contractor and not officers or employees of the Contractor. Nothing in this agreement shall create any of the rights, powers, privileges or immunities of any officer or employee of the Contractor. The Worksite Agency shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this agreement. The Worksite Agency further represents to the Contractor that the Worksite Agency has no expectation of receiving any benefits incidental to employment.
2. Conflict of Interest: The Worksite Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise,

which would conflict in any manner or degree with the performance of the services hereunder. Worksite Agency further covenants that, in the performance of this agreement, no subcontractor or person having such an interest shall be used or employed. Worksite Agency certifies that no one who has or will have any financial interest under this agreement is an officer or employee of the Contractor.

3. Negotiated Contract: This agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this agreement within the meaning of California Civil Code Section 1654.
4. Severability: Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this agreement are declared to be severable.
5. Entire Contract: This agreement is the entire agreement of the parties. There are no understandings or agreements pertaining to this agreement except as are expressly stated in writing in this agreement or in any document attached hereto or incorporated herein by reference.
6. Materiality: The parties consider each and every term, covenant, and provision of this agreement to be material and reasonable.
7. Waiver: Waiver by either party of a breach of any covenant of this agreement will not be construed to be a continuing waiver of any subsequent breach. The Contractor's receipt of consideration with knowledge of the Worksite Agency's violation of a covenant does not waive its right to enforce any covenant of this agreement. The parties shall not waive any provisions of this agreement unless the waiver is in writing and signed by all parties.
8. Authority and Capacity: The Worksite Agency and the Worksite Agency's signatory each warrant and represent that each has full authority and capacity to enter into this agreement.
9. Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the successors and assigns of the Worksite Agency. The Worksite Agency and all of the Worksite Agency's successors and assigns shall be jointly and severally liable under this agreement.
10. Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
11. Independent Advice: Each party hereby represents and warrants that in executing this agreement it does so with full knowledge of the rights and duties it may have

with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this agreement and the rights and duties arising out of this agreement, or that such party willingly foregoes any such consultation.

12. No Reliance on Representations: Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this agreement may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this agreement shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.
13. Counterparts: This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one agreement.

**H. Information about Agreement Administrators**

The following, names, titles, addresses, and telephone numbers are the pertinent information for the respective agreement administrators for the parties.

Contractor	Worksite Agency
County of San Benito Health & Human Services Agency Community Services & Workforce Development, WIOA Work Experience Program	San Benito County Water District
Name: Enrique Arreola	Name: Brett Miller
Title: Deputy Director	Title: Assistant General Manager
Address: 1111 San Felipe Road Suite 107 Hollister, CA 95023	Address: 30 Mansfield Rd. Hollister CA, 95023
Telephone: (831) 638-3316	Telephone:(831) 637-8218
Email: earreola@sanbenitocountyca.gov	Email: bmillersbcwd.ca.gov
Fax: (831) 637-0996	Fax:
Agency Type: County	Agency: Government

Notices to the parties in connection with the administration of this agreement shall be given to the parties' agreement administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

1. The day the notice is personally delivered to the agreement administrator or the office of the party's agreement administrator; or

2. Five days after the date the notice is deposited in the United States mail, addressed to a party's agreement administrator, with first-class postage fully prepaid; or
3. On the day that the notice is transmitted by facsimile to a party's facsimile number, provided that an original of such notice is deposited in the United States mail, addressed to a party's agreement administrator, on the same day as the facsimile transmission is made.

All matters concerning this agreement which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective agreement administrators or to the party's employee specified, in writing, by the agreement administrator. A party may, in its sole discretion, change its designation of its agreement administrator and shall promptly give written notice to the other party of any such change.

### SIGNATURES

**APPROVED BY CONTRACTOR**

Name: Enrique Arreola

Signature: \_\_\_\_\_

Title: Deputy Director

Date: \_\_\_\_\_

**APPROVED BY WORKSITE AGENCY**

Name: Brett Miller

Signature: \_\_\_\_\_

Title: Assistant General Manager

Tax I.D. or Social Security No. \_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL FORM:  
San Benito County Counsel's Office**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMUNITY SERVICES & WORKFORCE DEVELOPMENT  
WORK EXPERIENCE WORKSITE REQUEST**

The San Benito County CSWD, under WIOA, is funding a work experience training program. Positions are for adults and dislocated workers.

I. Agency Name: San Benito County Water District Phone: (831) 637-8218

Contact Person: Brett Miller

1. Is this agency accessible to the handicapped?  Yes  No
2. Is this agency accessible to public transportation?  Yes  No
3. What hours is this agency active? 7:00 am to 5:00 pm
4. How many positions are you requesting? 6

II. An agency may request, for example, four positions - all maintenance aides. Four would be the number of positions; however, there would only need to be one job classification.

1. For each job classification, please submit a detailed job description. Include specific prerequisites (bilingual preferred, over 18, etc.) and specific tools and equipment to be used; methods and procedures to be taught. (Attachment #2)
2. Maintenance of effort statistics must be kept on file and up to date at all times. Maintenance of effort compares the number of permanent and part-time positions that your agency has within the same job classification as the participant assigned to your worksite. The worksite must ensure that participants are not placed in positions where it would result in the displacement of currently employed workers, or reduce the hours of the same or equivalent position if vacant, unless it can be proven that the freeze resulted from lack of funding to sustain staff. (Attachment #3)

## WORK EXPERIENCE PROGRAM JOB DESCRIPTION

AGENCY: San Benito County Water District      PHONE: (831) 637-8218

CONTACT PERSON: Brett Miller

ADDRESS OF WORKSITE: 30 Mansfield Road, Hollister CA, 95023

INTERVIEW LOCATION IF DIFFERENT FROM ABOVE: SAME

JOB TITLE: Water Resources Technician Trainee

HOURS TO BE WORKED BY PARTICIPANT: (i.e. 8:00 - 5:00): **Monday-Friday, 7 am to 5 pm, not to exceed 40 hours per week.**

SPECIFIC DUTIES TO BE PERFORMED: Learn to install, repair, replace and maintain the following with proper tools and equipment: Water Services, fire hydrant, motor, pumps, valves, chlorinating equipment, treatment process, well sites, tank level gauges, piping about water distribution, and related system equipment.

Perform water treatment plant inspections, monitoring, and documenting plant operations by reading plant equipment gauges, dials, graphs, and other instrumentation.

Maintain, compile, and update accurate treatment plant operations logs and reports.

Perform and record mathematical calculations related to treatment plant operational activities.

Operate, maintain, and adjust water treatment plant pumps, motors, valves, electronic monitoring devices, chemical feeders, filter maintenance, backwashing, and other treatment equipment to maintain plant operations.

Safely load and unload materials and supplies including chlorine and other hazardous treatment chemicals and safely mix and add treatment chemicals according to standards, regulations, and specifications.

Communicate clearly and concisely, both orally and in writing.

General upkeep of plant, pump stations, buildings, grounds, and vehicles.

Reads meters, and groundwater level, and maintains records.

Receive work order requests. Respond to and resolve difficult and sensitive citizen customer inquiries and complaints. Perform related duties and responsibilities as assigned.

### PREREQUISITES:

TYPING:  Yes  No ( **25** wpm )    COMPUTER:  IBM  MAC    OTHER: MS Windows

BILINGUAL:  Yes  No  Preferred      DRIVERS LICENSE NEEDED:  Yes  No

TOOLS, EQUIPMENT TO BE USED: TBD on site

COMMENTS: Essential functions may require maintaining physical condition necessary for walking, standing or sitting for prolonged periods of time; heavy, moderate or light lifting and carrying; bending, stooping, kneeling, crawling; climbing ladders and walking on catwalks; operating motorized equipment and vehicles



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**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY  
EXCLUSION LOWER TIER COVERED TRANSACTIONS**

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The certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to attest to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Brett Miller- Assistant General Manager**

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Name and Title of Authorized Representative

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Signature

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Date

Date \_\_\_\_\_

To \_\_\_\_\_

Policy Number \_\_\_\_\_

From \_\_\_\_\_

Re: Additional Insured Designated Organization

Requesting amendment to include: San Benito County  
Community Services & Workforce Development  
Work Experience Program  
1111 San Felipe Road, Suite 108  
Hollister, CA 95023

As an additional insured in respects to operations under contract. Amendment to include CSWD as an insured only with respect to liability arising out of operations on premises owned or rented by me.

**Attachment #6**

**WIOA WORK EXPERIENCE TRAINING PLAN**

Agency Name: San Benito County Water District	Provider: San Benito County Community Services and Workforce Development Board
Worksite Name and Work Experience (WEX) Location: 30 Mansfield Road Hollister, Ca 95023	Provider Address: 1111 San Felipe Road Suite 107 Hollister, CA 95023
Worksite Supervisor: Brett Miller  Phone: (831) 637-8218    Email: <a href="mailto:bmiller@sbcwd.ca.gov">bmiller@sbcwd.ca.gov</a>	Provider Staff Name: Juanita Leanos  Phone:831-637-5627    Email: <a href="mailto:jleanos@sanbenitocountyca.gov">jleanos@sanbenitocountyca.gov</a>
Alternate Supervisor: Michael Craig  Phone:(831) 637-8218    Email: <a href="mailto:mcraig@sbcwd.ca.gov">mcraig@sbcwd.ca.gov</a>	Provider Program Supervisor: Ruby Soto  Phone:(831) 637-5627    Email: <a href="mailto:rsoto@sanbenitocountyca.gov">rsoto@sanbenitocountyca.gov</a>
Job Title: Water Resources Technician Trainee Department (if any)	Work Schedule: Monday – Friday: Between 7:00 am to 5:00 pm Other hours as necessary, not to exceed 8 hours a day or 40 hours per week
Dates of WEX Placement: 11/06/2025 to 06/30/2026	
May work a maximum of <u>40</u> hours per week and a maximum of <u>600</u> total hours during WEX placement.	

The participant shall be compensated for actual hours at the rate of 100% of the hourly wage, not to exceed eight (8) hours per day, and not to exceed 40 hours per week.

**WORKSITE TRAINING PLAN**

- Primary Tasks / Job Duties (Mandatory) – Clearly describe the work this participant will perform:**
1. Learn to Install, repair, replace and maintain the following with proper tools and equipment: Water Services, fire hydrant, motor, pumps, valves, chlorinating equipment, treatment process, well sites, tank level gauges, piping about water distribution, and related system equipment.
  2. Perform water treatment plant inspections, monitoring, and documenting plant operations by reading plant equipment gauges, dials, graphs, and other instrumentation.
  3. Maintain, compile, and update accurate treatment plant operations logs and reports.
  4. Perform and record mathematical calculations related to treatment plant operational activities.
  5. Operate, maintain, and adjust water treatment plant pumps, motors, valves, electronic monitoring devices, chemical feeders, filter maintenance, backwashing, and other treatment equipment to maintain plant operations.
  6. Safely load and unload materials and supplies including chlorine and other hazardous treatment chemicals and safely mix and add treatment chemicals according to standards, regulations, and specifications.
  7. Communicate clearly and concisely, both orally and in writing.
  8. General upkeep of plant, pump stations, buildings, grounds, and vehicles.
  9. Reads meters, and groundwater level, and maintains records.
  10. Receive work order requests. Respond to and resolve difficult and sensitive citizen customer inquiries and complaints. Perform related duties and responsibilities as assigned.
  11. And other duties as assigned:

List any equipment, tools, machinery or chemicals this participant will use, i.e. gardening tools, cleaning supplies, computer:  
**Water tools and Chemicals**

**SPECIAL EMPLOYMENT NEEDS**

Describe any special equipment or clothing this participant will need to have, i.e., uniforms, safety glasses, work boots, etc.

**Workboots / Workgear apparel**

Describe your expectations for employee dress:

**Workboots / Workgear apparel**

<b>Participant Name:</b>	<b>Phone #</b>
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We have reviewed the Work Experience Guide, which sets forth the rules and expectations about acceptable workplace behavior. I have reviewed this Worksite Training Plan and agree to comply with the requirements therein. I understand that I am solely responsible for my actions and agree to comply with all rules.

I will contact the provider staff person if I have any questions or concerns.

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<b>Signature</b>	<b>Date</b>	<b>Provider Staff Signature</b>	<b>Date</b>
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I have reviewed the attached WEX Training Agreement and the General Contract Provisions and agree to comply with the requirements therein. I have also reviewed the Supervisor Handbook, which sets forth the expectations and requirements for the San Benito County Workforce Innovation and Opportunity Act Work Experience Program in more detail. I understand that compliance with these provisions will be monitored.

I understand that any change to the originally agreed upon schedule, job duties or placement dates must be pre-approved by provider staff.

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<b>Worksite Supervisor's Signature</b>	<b>Date</b>
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**VERIFICATION OF SAFETY TRAINING**

PARTICIPANT NAME: \_\_\_\_\_

WORKSITE NAME: \_\_\_\_\_

**The Worksite Supervisor must complete this form within the first week of training and place a copy of the original in the client's file.**

My signature below attests that:

1. The facility has a written safety policy that applies to this worksite.
2. A qualified worksite representative has provided this participant:
  - a. Training on the worksite's safety rules and regulations.
  - b. Detailed instructions in the use of all the tools, equipment, and machinery listed in Section A. which this participant will utilize in the performance of his/her job.
  - c. Training in emergency procedures.
  - d. Training in the Worksite Supervisor's Injury and Illness Prevention Program (IIPP), emergency action and fire prevention plans, and all other site-specific safety rules and safety and health programs pertinent to this youth's work assignments.
3. This worksite shall abide by all applicable ADA and CalOSHA safety regulations.
4. This worksite shall prohibit this participant from using any tools, equipment, and machinery for which training has not been provided.

**SECTION A:** The following is a complete list of all tools, equipment, and machinery this participant will utilize in the performance of his/her job:

- |   |  |
|---|--|
| <input type="checkbox"/> Computer _____               | <input type="checkbox"/> Water Testing Tools _____ |
| <input type="checkbox"/> Phone _____                  | <input type="checkbox"/> Metering tools _____      |
| <input type="checkbox"/> Fax _____                    | <input type="checkbox"/> Chemical Tools _____      |
| <input type="checkbox"/> Printer/Copier/Scanner _____ | <input type="checkbox"/> _____                     |

---

**Worksite Supervisor Signature**

**Date**

I have been trained in the use of all tools, equipment, and machinery listed above, and I agree to use only those tools, equipment, and machinery on which I have been trained. I have also been given an orientation on the worksite's safety policies.

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**Participant Signature**

**Date**



Agenda

Item

# 13

**RESOLUTION NO. 2025-18**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
SAN BENITO COUNTY WATER DISTRICT  
APPROVING RETIRED ANNUITANT EMPLOYMENT AGREEMENT WITH  
JEFFREY CATTANEO**

**WHEREAS**, Government Code section 21224 of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to an extra-help position requiring specialized skills for a limited duration, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as other requirements are met; and

**WHEREAS**, the San Benito County Water District ("District") Board of Directors hereby appoints Jeffrey Cattaneo as an extra-help retired annuitant to perform the extra-help duties listed in the Employment Agreement under Government Code section 21224; and

**WHEREAS**, the employment shall be limited to 960 hours per fiscal year for all CalPERS employers; and

**WHEREAS**, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

**WHEREAS**, Cattaneo will perform duties most comparable to the General Manager position; and

**WHEREAS**, the maximum base salary for the General Manager position is \$ 25,000 per month and the hourly equivalent is \$144.23; the minimum base salary per month for this position is \$ 20,000 and the hourly equivalent is \$115.38; and

**WHEREAS**, the hourly rate paid to Cattaneo will be \$144.23; and

**WHEREAS**, Jeffrey Cattaneo has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate.

**THEREFORE, BE IT RESOLVED** that the District hereby approves the Retired Annuitant Employment Agreement with Jeffrey Cattaneo as described in this Resolution and detailed in the attached Agreement.

**BE IT FURTHER RESOLVED** that the President of the Board is authorized to sign said Resolution, on behalf of this Board and the District.

**BE IT FURTHER RESOLVED** that the President of the Board is authorized to sign said Retired Annuitant Employment Agreement on behalf of this Board and the District.

The foregoing Resolution was passed and adopted at a regular meeting of the Board of Directors of the San Benito County Water District held on November 19, 2025, by the following vote:

AYES:	DIRECTORS:
NOES:	DIRECTORS:
ABSENT:	DIRECTORS:
ABSTAIN:	DIRECTORS:

**DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT**

(Signature of presiding Board member  
Attested by Board Secretary  
Resolution #2025-18)

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Doug Williams  
President

ATTEST:

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Barbara L. Mauro  
Board Secretary

**RETIRED ANNUITANT EMPLOYMENT AGREEMENT**

**(Pursuant to California Government Code §§ 21224 and 7522.56)**

This Employment Agreement (“AGREEMENT”) is entered into between the San Benito County Water District (“District”) and Jeff Cattaneo (“Cattaneo”). The District and Cattaneo may be referred to collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the District desires to retain Cattaneo to serve as an extra help retired annuitant for a limited duration; and

**WHEREAS**, pursuant to Government Code sections 7522.56(c) and 21224, the District finds that specialized knowledge, skills, and training are necessary to render the services contemplated under this AGREEMENT; and

**WHEREAS**, the District has determined that Cattaneo, a California Public Employees’ Retirement System (“CalPERS”) retiree, is qualified by training and experience to render such services; and

**WHEREAS**, Cattaneo desires to provide such services; and

**WHEREAS**, the Parties believe that the public interest will be served by this AGREEMENT.

**NOW, THEREFORE**, based on the mutual covenants, conditions and terms recited herein and made a material part hereof, the Parties agree as follows:

- 1. TERM AND MAXIMUM HOURS.** Subject to early termination as provided for in this AGREEMENT, the term of this AGREEMENT shall commence November 1, 2025, and shall continue until October 31, 2026, a Party terminates this AGREEMENT, or when the special projects specified below are completed, whichever occurs sooner. During the period of appointment, Cattaneo shall devote such time, interest, and effort to the performance of his duties under this AGREEMENT as may be fairly and reasonably necessary.

As a CalPERS retired annuitant, the Parties agree that Cattaneo may not work more than 960 hours for all CalPERS employers combined in a fiscal year (July 1 to June 30) and that while both Parties are responsible for monitoring compliance with this work hours limit, Cattaneo shall be primarily responsible for monitoring his work hours. The Parties will agree upon the specific days and hours of work.

- 2. DUTIES.** Cattaneo is being appointed to perform the following extra help duties for the District:
  - Cattaneo will provide mentoring and training to the District’s General Manager, including the transition of institutional knowledge and projects;

- Project Manager – B F Sisk Dam Raise
- Project Manager – San Juan Bautista – Urban Water Supply and Treatment
- Project Manager – Accelerated Drought Response Project (ADRoP)
- District Surface Water/Groundwater Management
- District Groundwater Sustainability Plan Implementation

3. **HOURLY PAY RATE.** Cattaneo shall be compensated at a rate not to exceed the maximum, nor less than the minimum, monthly base salary paid to other employees performing comparable duties. Therefore, during the term of this AGREEMENT, the District agrees to pay Cattaneo for the work he performs at \$ 144.23 per hour. This hourly rate is consistent with the rate required under Government Code sections 21224 and 7522.56. Cattaneo shall be paid bi-weekly at the same time as other District employees.

4. **BENEFITS.** Cattaneo is ineligible to receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation other than the hourly pay rate. Cattaneo understands that Government Code section 21224 provides that a retired person may not receive any benefits, incentives, compensation in lieu of benefits, or any other forms of compensation in addition to the hourly pay rate described in Paragraph 3 above.

5. **TERMINATION.** Under the terms of this appointment, Cattaneo serves as an “at-will” temporary employee and may be terminated at any time, with or without cause, pursuant to the provisions of this AGREEMENT. This AGREEMENT contains no express or implied promise to Cattaneo concerning any form of continued employment. Cattaneo agrees that the District has made no representation, promise, or statement that may be construed to mean that Cattaneo has been employed on any basis other than an at-will basis in accordance with this AGREEMENT. Cattaneo’s limited duration, at-will employment status may only be changed or superseded by a subsequent written agreement signed by authorized representatives of both Parties. This AGREEMENT is the sole and exclusive basis for an employment relationship between Cattaneo and the District. The Parties agree that Cattaneo holds no property right in his employment by the District.

The AGREEMENT shall automatically terminate upon the occurrence of any of the following events: (i) mutual agreement of the Parties; (ii) the death or incapacity of Cattaneo; or (iii) Cattaneo’s work exceeds a combined total of 960 hours in a fiscal year (July 1-June 30) for all CalPERS employers.

6. **CONFLICT OF INTEREST.** Cattaneo represents that there is no conflict of interest concerning duties to be rendered under this AGREEMENT with respect to Cattaneo’s duties and/or employment with any other parties or pursuant to any applicable ethical

laws. If Cattaneo believes that there is a conflict, or such conflict arises during the term of this AGREEMENT, Cattaneo will immediately advise the District, and District may, by and through its Board of Directors and at its sole discretion, immediately terminate this AGREEMENT.

No official, employee, or consultant of District shall have any financial interest in this AGREEMENT in violation of California Government Code sections 1090 and following. This AGREEMENT and Cattaneo shall be subject to the District's Conflict of Interest Code adopted pursuant to the provisions of California Government Code section 87300 and following.

7. **COMPLIANCE WITH LAWS.** Cattaneo shall use reasonable care and diligence to comply with applicable federal, state, and local laws in the performance of the services under this AGREEMENT.
8. **NON-DISCRIMINATION.** During the performance of this AGREEMENT, Cattaneo will not discriminate against any employee or applicant for employment based on any protected class or protected activity as prohibited under applicable District policy and law.
9. **ACKNOWLEDGEMENT OF POST-RETIREMENT EMPLOYMENT OBLIGATIONS AND LIMITATIONS.** By accepting this employment and signing below, Cattaneo attests that: (1) he retired from a CalPERS agency more than 180 days prior to the effective date of his employment with the District; and (2) he has not received unemployment insurance benefits in the last 12 months arising out of any other post-retirement employment with a CalPERS agency.

By accepting temporary employment, Cattaneo acknowledges that the law strictly limits the employment of a CalPERS retired annuitant by a CalPERS employer. Such employment is governed by Government Code sections 7522.56 and 21224, among other laws and regulations. Cattaneo understands that a violation of these laws may result in Cattaneo's retroactive reinstatement to active membership from the first date of unlawful employment, a repayment to CalPERS of retirement allowances received during the unlawful employment, retroactive member contributions, and administrative fees. Before entering into this Agreement with the District, Cattaneo was given the opportunity to consult with his own legal counsel and/or CalPERS to ensure his appointment will be in compliance with the law.

The District does not make any guarantees, warranties or promises, express or implied, on the impact, if any, this AGREEMENT may have on Cattaneo's CalPERS retirement benefits, status, duties, or obligations. Cattaneo acknowledges that in entering into this AGREEMENT, he has not relied upon any representations by the District regarding the impact of this AGREEMENT on his retirement benefits.

In order to understand the circumstances, restrictions and consequences of non-compliance with the laws governing retired annuitant positions, Cattaneo was advised

that he may want to review the CalPERS publication entitled “A Guide to CalPERS Employment After Retirement” available on the CalPERS website: <http://www.calpers.ca.gov>. Cattaneo was also made aware that he may also want to review the Public Employees’ Retirement Law (Government Code section 20000, *et seq.*), the Public Employees’ Pension Reform Act of 2013 (Government Code section 7522, *et seq.*) and other applicable law. If Cattaneo requires further clarification, he may contact his attorneys, CalPERS, and other applicable sources.

**10. HOLD HARMLESS AGREEMENT.** By signing below, Cattaneo waives, releases and holds harmless the District, its Board of Directors, employees, officers, elected officials, agents, attorneys or representatives (“Releasees”) against any claim, complaint, cause of action, lawsuit, grievance, or damages arising out of any adverse consequences, fines, restitution, or damages assessed against Cattaneo by CalPERS, a court of competent jurisdiction, or other regulatory or administrative agency because of the effect his post-retirement employment with the District could have on his status as a CalPERS retired annuitant. Cattaneo acknowledges that the District has not induced him to believe that his employment is legally compliant with applicable law.

Each Party to this AGREEMENT expressly acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party, or any person acting on behalf of any Party, which are not embodied herein, and that no other agreement, statement, representation or promise not contained in this AGREEMENT shall be of any force or effect.

**11. ENTIRE AGREEMENT.** This AGREEMENT contains the entire agreement between the Parties. Any agreements, correspondence, letters, documents, or discussions prior to this AGREEMENT that deal with the terms contained herein, are superseded by this AGREEMENT.

**12. BINDING EFFECT.** This AGREEMENT is binding upon the District and Cattaneo and their successors. Except as otherwise provided herein, neither the District nor Cattaneo shall assign, sublet, or transfer their interest in this AGREEMENT, or any part thereof, without the prior written consent of the other, and any purported assignment without such written consent will be void.

**13. SEVERABILITY.** If any part of this AGREEMENT is in conflict or inconsistent with the applicable provisions of federal law, state law or District rules, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law, rule or regulation, and the remainder of this AGREEMENT shall not be affected thereby.

**14. AMENDMENT.** This AGREEMENT may only be amended by a written agreement executed by the Parties and may not be amended by oral agreement. The District reserves the right to modify or terminate this AGREEMENT to comply with necessary changes to the applicable law or CalPERS requirements for employing retired annuitants.

- 15. NEGOTIATED AGREEMENT.** The Parties acknowledge and agree that the terms and provisions of this AGREEMENT have been negotiated and discussed between the Parties, and this AGREEMENT reflects their mutual agreement regarding the subject matter of this AGREEMENT. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any Party to be the drafter of this AGREEMENT and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this AGREEMENT.
- 16. EFFECTIVE DATE.** The effective date of this AGREEMENT shall be the last date of the dates indicated below that reflects the date(s) that the Parties to this AGREEMENT signed this AGREEMENT.
- 17. NOTICES.** Notices pursuant to AGREEMENT shall be given by deposit in the custody of the United States Postal Service, postage prepaid. Alternatively, notices required pursuant to this AGREEMENT may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United States Postal Service.
- 18. GOVERNING LAW.** This AGREEMENT shall be governed and construed in accordance with the laws of the State of California in full force and effect as of the date of execution.
- 19. ASSISTANCE OF COUNSEL.** Cattaneo and the District each warrant to the other Party that it has either had the assistance of counsel in negotiation for, and preparation of, this AGREEMENT or could have had such assistance and voluntarily declined to obtain it.

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT on the day and date first shown.

JEFF CATTANEO

\_\_\_\_\_  
Jeff Cattaneo

\_\_\_\_\_  
Date

SAN BENITO COUNTY WATER DISTRICT

\_\_\_\_\_  
Doug Williams  
Board President

\_\_\_\_\_  
Date

**San Benito County Water District  
Agenda Transmittal**

**Agenda Item:** 14  
**Meeting Date:** November 19, 2025  
**Submitted By:** Dana Jacobson  
**Presented By:** Dana Jacobson

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**Agenda Title:** Discuss the San Benito County Water District Community Outreach Plan

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**Detailed Description:**

Earlier this year, the San Benito County Water District (District) Board of Directors provided direction to staff to expand public outreach and community engagement for the District. The purpose of this effort is to educate the public on the role of the District in the County and to raise awareness of ongoing District business. The attached Draft Community Outreach Plan provides a strategy for engagement and proposed list of specific activities to be carried out as part of the Plan. It also provides a set of discrete objectives that can be used to measure the success of the program. The activities included are intended to be representative of an ongoing program and can be amended or modified as necessary.

**Prior Committee or Board Action:**

November 4, 2025 Administration Committee Meeting

**Financial Impact:** \_\_\_\_\_ Yes     No

**Funding Source/ Recap:** N/A

**Materials included:**

1. Draft Community Outreach Plan
2. PowerPoint Presentation on Outreach Plan

**Recommendation:**

Staff is requesting that the Board review the proposed approach and provide direction to staff on implementation and next steps.

**Action Required:** \_\_\_ Resolution    \_\_\_\_\_ Motion    \_\_\_\_\_ Review

Board Action

Resolution No. \_\_\_\_\_ Motion By \_\_\_\_\_ Second By \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

Reagendized \_\_\_\_\_ Date \_\_\_\_\_ No Action Taken \_\_\_\_\_

# Draft San Benito County Water District Community Outreach Plan

## Proposed List of Activities

November 2025

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The outline below provides a strategy for engagement and proposed list of specific activities to be carried out as part of the District’s Community Outreach Plan. It also provides a set of discrete objectives that can be used to measure the success of the program. The activities included below are intended to be representative of an ongoing program and can be amended or modified as necessary.

### 1. Social Media (1 Post per Week – Facebook, Instagram, X)

Week (Start Date)	Topic / Activity
Nov 17, 2025	“Did You Know?” post – where San Benito’s water comes from (groundwater vs. CVP imports). Include a map graphic.
Nov 24, 2025	Fall irrigation reminder – turn off sprinklers before the first freeze; link to watering schedule tool.
Dec 2, 2025	Feature: District facility maintenance (pipeline inspection or Paicines Canal, Hernandez Reservoir, West Hills WTP, Lessalt WTP).
Dec 9, 2025	Staff Spotlight – highlight a water operator or engineer with a “Day in the Life” photo.
Dec 16, 2025	Holiday conservation message: “Give the Gift of Saving Water” + promote rebate programs.
<b>Ongoing Bonus Ideas</b>	Agricultural spotlight (e.g., “Get to know your farmer” - Promote turf or toilet rebate programs - Drought watch updates- Partner reposts (Sunnyslope, WRA, RCD)- Short videos (e.g., groundwater recharge animation)- Seasonal quizzes (“How much water does your tree need?”)

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### 2. Community Engagements (Monthly Events)

Month	Activity
November 2025	District Facility Open House & Q&A
December 2025	Community Workshop: “Preparing for Drought Season” – co-host with Sunnyslope and RCD; bilingual materials.

Month	Activity
January 2026	<b>Water Career Exploration Day</b> – presentations at San Benito High and Anzar High School (In progress ).
February 2026	<b>Water Science Education Week</b> – partner with schools for poster contests and classroom demonstrations.
March 2026	<b>Greywater &amp; Rainwater Reuse Workshop</b> – San Benito County Library; include live demonstration.
April 2026	<b>Water-Wise Garden Tour</b> with Master Gardeners during Earth Month.
May 2026	<b>Farm Feature Series:</b> Highlight local Farm Bureau members implementing smart water practices on the district’s website or social media.
June 2026	<b>Community Clean-Up &amp; Water Quality Discussion</b> – collaborate with Hollister Public Works.
July 2026	<b>Booth at Hollister Farmers Market</b> – distribute conservation kits and hose nozzles. (Ongoing through October Maybe Once a Month)
August 2026	<b>Back-to-School Resource Fair Table</b> – bilingual outreach for rebates and student water programs.
September 2026	<b>Water Year Recap Webinar</b> – highlight water supply conditions and next year’s priorities.
October 2026	<b>San Benito County Fair Booth</b> – close out outreach year with water education games and giveaways. (WRA)

### 3. Print Advertisements (Quarterly or As Needed)

Quarter	Advertisement
Q4 2025	Ad in <i>Free Lance</i> : “Where Your Water Comes From” infographic + District website link.
Q1 2026	<i>BenitoLink</i> ad: “Spring Water-Saving Tips – Check for Leaks Before Irrigation Season.”
Q2 2026	Joint ad with Sunnyslope: “Drought Ready Together – Every Drop Counts.”
Q3 2026	Spanish-language ad in <i>El Observador</i> : rebates and conservation hotline.

### 4. Bill Inserts (Quarterly)

Quarter	Advertisement
Q4 2025	“Winter Water Conservation Tips + Free Tools”
Q1 2026	“Where does my tax money go?” – FAQ for Ad valorem tax.
Q2 2026	““Winter Water Conservation Tips + Free Tools”.”

**Quarter**

**Q3 2026** “Investing in Our Water Future” – capital project progress and upcoming construction map.

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**5. Newspaper Articles (Every Other Month)**

<b>Month</b>	<b>Article Title</b>
<b>November 2025</b>	“Why Water Conservation Still Matters – Even in a Wet Year.”
<b>January 2026</b>	“Inside the District: How We Plan for Drought.”
<b>March 2026</b>	“Meet the People Behind Your Water.”
<b>May 2026</b>	“Modernizing Water Infrastructure for a Sustainable Future.”
<b>July 2026</b>	“Supporting the County’s Vibrant Agricultural Economy”
<b>September 2026</b>	“Partnering for a Reliable Water Supply: Working Together in San Benito County.”

**Target Outlets:** *BenitoLink, Free Lance, San Benito County Office of Education Newsletter, Chamber of Commerce Bulletins, El Observador.*

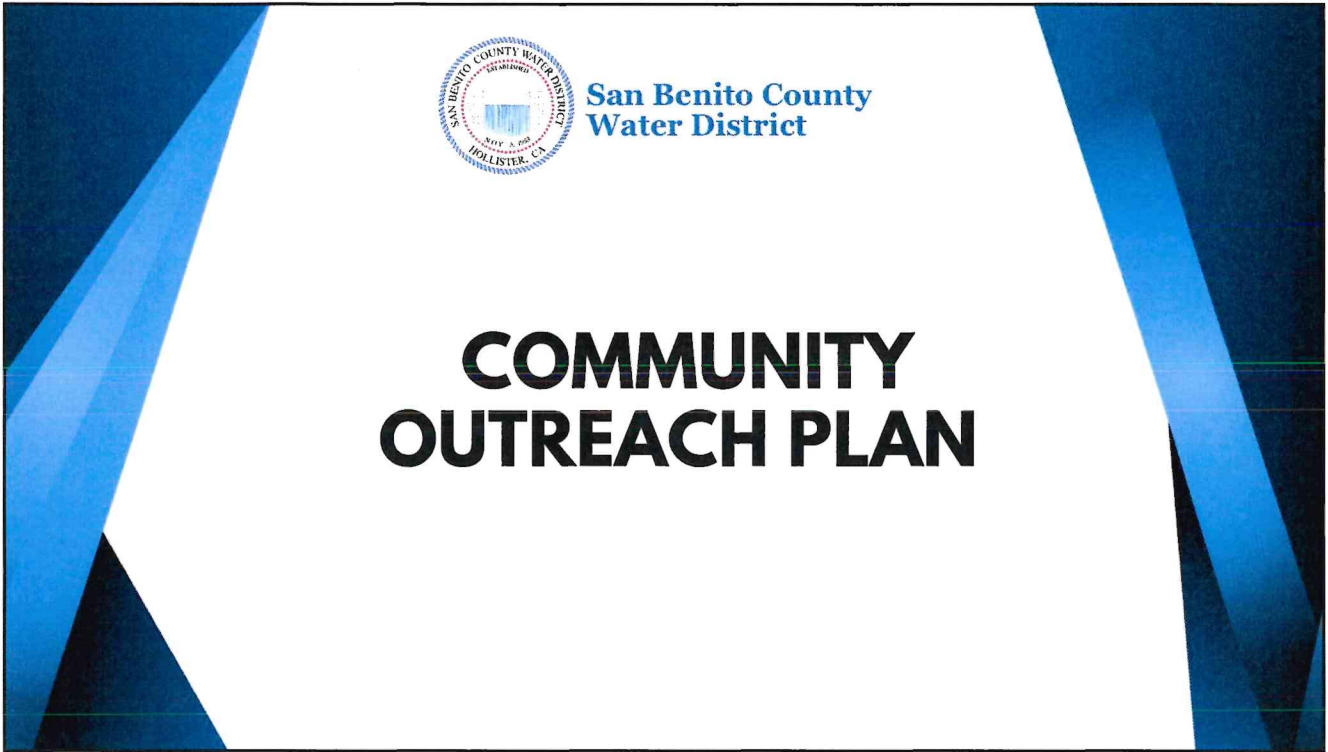
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**6. Additional Outreach Initiatives**

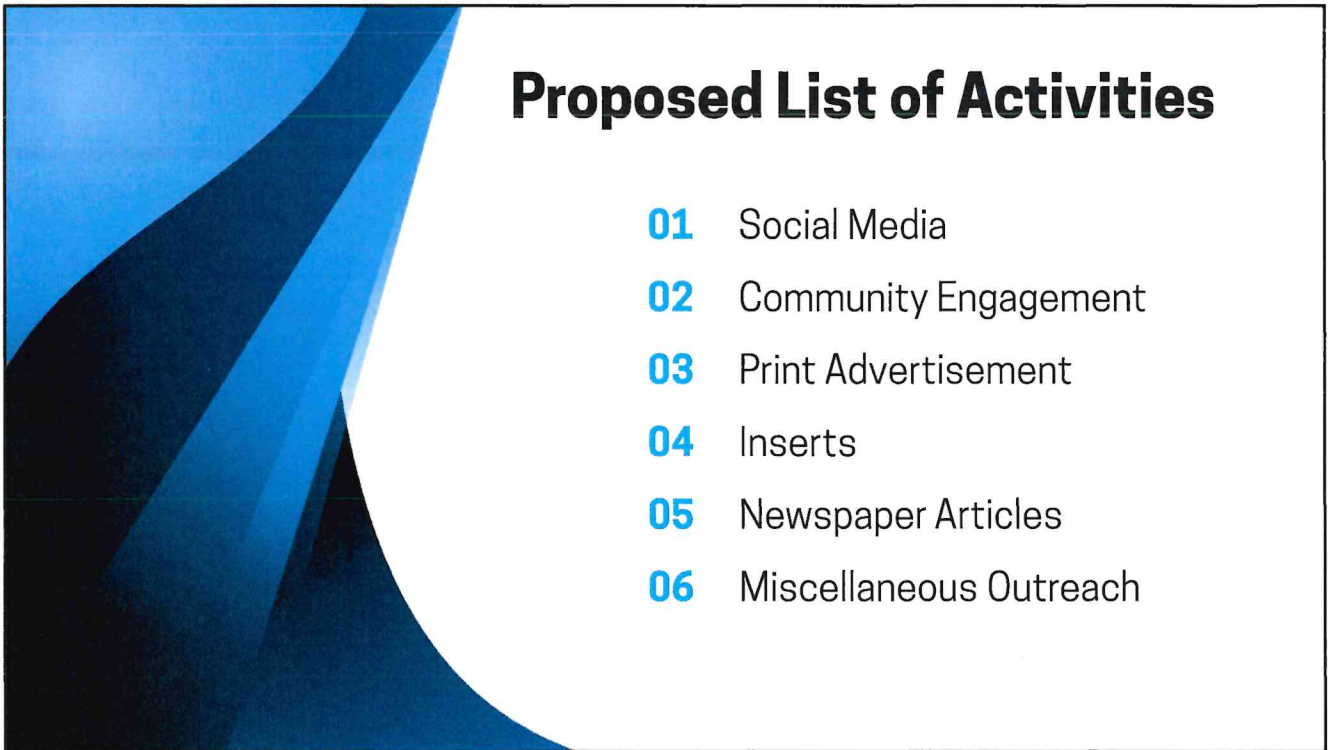
<b>Activity</b>	<b>Description</b>
<b>Water-Smart Landscaping Challenge (May 2026)</b>	Encourage residents to share photos of drought-tolerant landscapes. Winners featured online and at the Farmers Market.
<b>Annual Community Water Survey (June 2026)</b>	Gauge satisfaction and awareness; raffle prize for completed surveys.
<b>Water Hero of the Month (Ongoing)</b>	Recognize residents, students, or local businesses with strong conservation efforts.
<b>Educational Video Series (Launch: February 2026)</b>	Short clips: “What Is Groundwater Recharge?” / “How We Treat Water.”
<b>Bilingual Outreach Campaigns (Throughout Year)</b>	Partner with local Spanish-language media, schools, and nonprofits to expand outreach.

<b>Activity</b>	<b>Description</b>
<b>Partner Highlights (Quarterly)</b>	Showcase collaboration with Sunnyslope, WRA, City of Hollister, and San Juan Bautista

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1



2

# Social Media

**Did You Know?**  
Where San Benito’s water comes from  
(Map graphic: Groundwater vs. CVP Imports)

**Fall Irrigation Reminder**  
Turn off sprinklers before the first freeze  
(Link to watering tool)

**District Feature**  
Highlight facility maintenance  
(Pipelines, Reservoirs, WTPs)

**Staff Spotlight**  
“A Day in the Life” – Operator or Engineer

**Holiday Message**  
“Give the Gift of Saving Water”  
(Promote rebates)

3

# Social Media

**Employee Spotlight**

**Jonathan Ming**  
Software Engineer

Can you tell us a few details about your favorite part of your job?

“My very favorite part of my job is when I get to find and stay in focused flow for a long time. It's so satisfying how much I can accomplish in those moments! When all the questions about requirements and behavior have been answered, when there are no meetings on the calendar, and I can just crank up some music and let go until the end of the day... nothing feels quite like it, and I almost always surprise myself with how much progress I can make in one of these sittings!”

Get to Know Jonathan

Reveel

**Groundwater Recharge**  
The Future of Sustainable Water Management

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# Community Engagements

## Workshops & Education:

Drought prep, greywater reuse, and water science week with schools

## Youth & Schools:

Water Career Day at local high schools

## Community Events:

Open House and Clean-Up Day

## Partnership Features:

Farm Bureau spotlight series on smart water practices

## Seasonal Highlights:

Water Year Recap

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# Community Engagements



JEFFERSON COUNTY FARM BUREAU


**Member Spotlight**

**What's YOUR reason?**

"We joined Farm Bureau because we wanted to support our livelihood and our beliefs that farming is the best kind of life. I know it is not for everyone, and sometimes I question if it is for me, but the benefits of living on a farm outweigh the negatives ten-fold... ..Farmers never give up. I want to be a part of that, and I want to make sure farmers are always seen in a positive light. Farmers are the backbone of the country and the world. I am proud to be a farm wife and a Farm Bureau member."

**BELINDA & DANNY BOYCE**  
Dillonvale, Ohio

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## Print Advertisement

**Free Lance**  
“Where Your Water Comes From” infographic + District website link

**BenitoLink**  
“Spring Water-Saving Tips” – Check for leaks before irrigation season

**Joint Ad with Sunnyslope**  
“Drought Ready Together – Every Drop Counts”

7

## Inserts

**Q4 2025 - Every Drop Counts**  
Highlight water conservation tips and seasonal reminders

**Q1 2026 - Where Does My Tax Money Go?**  
FAQ

**Q2 2026 - Know Your Water Source**  
Visual illustration of community water sources (local wells vs. imported supply)

**Q3 2026 - Investing in Our Water Future**  
Update on capital projects, construction progress, and plans

8

## Newspaper Articles

- “Why Water Conservation Still Matters – Even in a Wet Year”
- “Inside the District: How We Plan for Drought”
- “Meet the People Behind Your Water”
- “Modernizing Water Infrastructure for a Sustainable Future”
- “Supporting the County’s Vibrant Agricultural Economy”
- “Partnering for a Reliable Water Supply in San Benito County”

*Target Outlets:*

BenitoLink, Free Lance, El Observador  
Chamber of Commerce Bulletins

9

## Additional Outreach Initiatives

**Community Water Survey**

Gather feedback and offer raffle prizes.

**Water Hero of the Month**

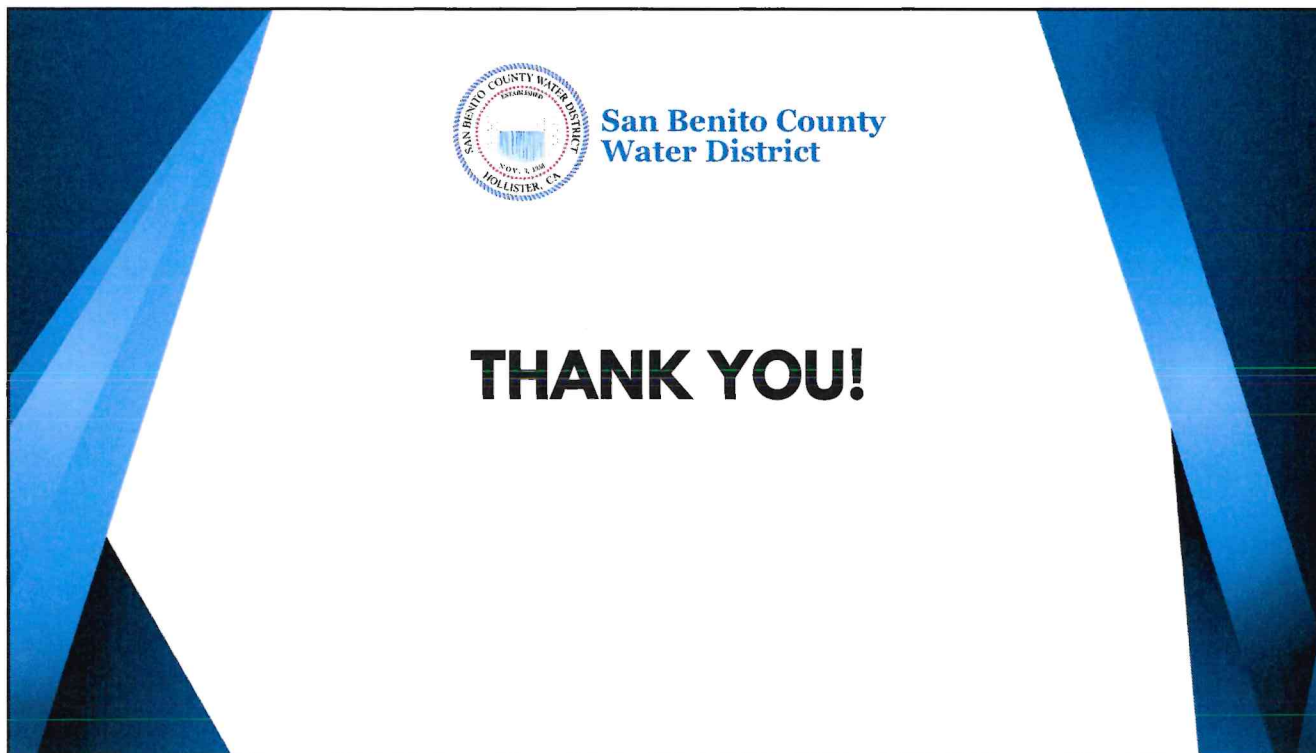
Highlight local conservation leaders.

**Educational Videos**

Short clips on topics like groundwater and water treatment.

Feature joint efforts with Sunnyslope, WRA, Hollister, and San Juan Bautista.

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**San Benito County Water District  
Agenda Transmittal**

**Agenda Item:** 15

**Meeting Date:** November 19, 2025

**Submitted By:** Brett Miller

**Presented By:** Brett Miller

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**Agenda Title:** Government Finance Officers Association (GFOA) Award Acknowledgement

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**Detailed Description:**

**BACKGROUND**

The Government Finance Officers Association's **Certificate of Achievement for Excellence in Financial Reporting** is a prestigious national award that recognizes state and local governments that go beyond minimum requirements of generally accepted accounting principles (GAAP) to prepare ACFRs that demonstrate:

- Full and fair financial disclosure
- Transparency and clarity in presentation
- High-quality reporting that can be readily understood and used by stakeholders

To be considered, an agency's ACFR must be submitted to the GFOA and is then reviewed by an impartial panel of finance professionals.

San Benito County Water District submitted its Fiscal Year Ended June 30, 2024 ACFR to the GFOA for review. The District has now been notified that its report meets the GFOA's high standards and has been awarded the Certificate of Achievement for Excellence in Financial Reporting.

Receiving the GFOA Certificate of Achievement reflects the Board's and staff's commitment to:

- Strong financial management and internal controls
- Transparency and accountability to ratepayers and the public
- Long-term financial sustainability for the water system

This recognition promotes confidence among customers, bondholders, rating agencies, and other stakeholders in the District's financial reporting practices.

The development of the ACFR is a significant, multi-department effort led by the Finance Department. Key contributors included:

- Cindy Paine, Supervising Accountant
- Cindy Tyler, Human Resources/Administrative Analyst
- Kelley Urbina, Accountant I
- Leilani Vidal, Accounting Technician
- All the other departments

Staff plans to continue submitting future ACFRs to the GFOA for review to maintain this standard of excellence and support ongoing improvements in the District’s financial reporting. This agenda item is informational and provides an opportunity for the Board to formally recognize this achievement.

This award supports the District’s strategic goal of “ensuring long-term financial sustainability and transparency” and “maintaining public trust through accountability and openness in financial reporting”.

**Prior Committee or Board Action:**

November 17, 2025 Finance Committee Meeting

**Financial Impact:** Yes \_\_\_\_\_ No  X   
No financial impact.

**Funding Source/ Recap:** N/A

**Recommendation:**

Staff recommends that the Board of Directors:

1. Receive and file this report acknowledging that San Benito County Water District has been awarded the **Certificate of Achievement for Excellence in Financial Reporting** from the **Government Finance Officers Association (GFOA)** for its Fiscal Year Ended June 30, 2024 Annual Comprehensive Financial Report (ACFR); and
2. Recognize and commend the Finance Department and the rest of the staff for their work in achieving this distinction.

**Action Required:** \_\_\_\_\_ Resolution \_\_\_\_\_ Motion \_\_\_\_\_ Review

**Board Action**

\_\_\_\_\_ Resolution No. \_\_\_\_\_ Motion By \_\_\_\_\_ Second By \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

Reagendized \_\_\_\_\_ Date \_\_\_\_\_ No Action Taken \_\_\_\_\_



Government Finance Officers Association

Certificate of  
Achievement  
for Excellence  
in Financial  
Reporting

Presented to

**San Benito County Water District  
California**

For its Annual Comprehensive  
Financial Report  
For the Fiscal Year Ended

June 30, 2024

*Christopher P. Morrill*

Executive Director/CEO