

AMENDED

**BOARD OF DIRECTORS
SAN BENITO COUNTY WATER DISTRICT
Agenda For
December 17, 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/88295385044?pwd=fO3lhUd6EV0P4BmIzoxSrJ2zurCmbW.1>

Meeting ID

882 9538 5044

Passcode:

365709

Dial Only:

Dial by your location

- +1 669 444 9171 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
 - +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
 - +1 253 205 0468 US
 - +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)

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

AMENDED

- 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: | November 19, 2025 | Regular Meeting |
| | | December 2, 2025 | Special Meeting |
| 2. | Allowance of Claims | | |
| 3. | Acknowledgement of Paid Claims prior to the December Board Meeting | | |
| 4. | On Call Contracts – Status Updates | | |
| 5. | Water Resources Association-Water Conservation Program Manager's Report November 2025 | | |

REGULAR AGENDA

6. Monthly Operations and Maintenance Report
7. Consider Authorizing the Board President to Execute the San Luis & Delta-Mendota Water Authority Exchange Contractors 2026-2038 Transfer Activity Agreement
8. Consider Approval of an Expenditure Not to Exceed \$1,047,827, for the District's Share of Costs Associated with the Sunnyslope County Water District Small Water Agency Consolidation Project
9. Discuss and Consider Resolution Setting a Public Hearing Date for the Purpose of Fixing the Standby or Availability Charge for the 2026-27, 2027-28 and 2028-29 Water Years
10. Mid Pacific Water Users Conference, January 28 through 30, 2026 in Reno, Nevada
 - a. Consider General Manager or Designee and Director Attendance
11. Public Hearing to Consider Approval of Ordinance Establishing Capacity Fees within the District's Zone 6 Service Area ("Capacity Fee Ordinance")
 - a. Presentation on Capacity Fees within the District's Zone 6 Service Area
 - b. Questions from Directors
 - c. Open Public Hearing
 - d. Close Public Hearing or continue to a later date

AMENDED

- e. Conduct Second Reading of Capacity Fee Ordinance and Approve Capacity Fee Ordinance
 - f. Direct District Staff to File a Notice of Exemption under the California Environmental Quality Act for the Capacity Fee Ordinance
12. Committee/Agency Representative Reports:
- a. San Luis and Delta-Mendota Water Authority (Tonascia/Jacobson)
 - b. ACWA JPIA and ACWA Fall Conferences (Freeman/Miller)
 - c. Urban Area Water and Wastewater Master Plan Governance Committee (Tonascia/Williams)
 - d. Groundwater Sustainability Agency Committee (Williams/Flores)
 - e. Personnel Committee (Flores/Tonascia)
 - f. Zone 6 Water Supply & Operations Committee (Tonascia/Wright)
13. 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
14. Board Organization
- a. Election of Officers
15. **CLOSED SESSION:**
CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code § 54956.9: One Case
16. **OPEN SESSION:**
Report any action, if any, from Closed Session

AMENDED

17. Adjournment

Adjournment - Unless there is a special meeting prior to that time, the next regular meeting of the Board will be Wednesday, January 21, 2026. 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

November 19, 2025
Regular Meeting
5:00 p.m.

The Board of Directors of the San Benito County Water District convened in regular session on Wednesday, November 19, 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, Vice President Mark Wright and Directors Sonny Flores, John Freeman and Joe Tonascia. Also present were General Manager Dana Jacobson, District Counsel Jeremy T. Liem, Assistant General Manager Brett Miller, Operations and Maintenance Manager Michael Craig, Senior Engineer David Macdonald, Office Specialist II Shannon Darnall and Executive Assistant/Board Clerk Barbara Mauro. Jeff Cattaneo participated via Zoom.

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.
- 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 Flores, the Agenda was approved by 5 affirmative votes, Williams, Wright, Flores, Freeman and Tonascia.
- 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: October 29, 2025 Regular Meeting**
2. **Allowance of Claims**
A discussion about a \$1.8 million progress payment for well drilling was held, with Mr. Cattaneo explaining it was for wells 1 through 4 and work was nearly complete on installing casing for Well 3.
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**
With no further questions, a motion was made by Director Freeman and a second by Vice President Wright, the Consent Agenda was approved by 5 affirmative votes, Williams, Wright, Flores, Freeman and Tonascia.

REGULAR AGENDA

6. **San Benito LAFCO Regional Wastewater Services Municipal Service Review Governance Structure Options presentation by Jennifer Stephenson, Policy Consulting Associates, LLC.**

Jennifer Stephenson, Executive Officer of San Benito LAFCO, presented the draft final version of the Regional Wastewater Municipal Service Review, highlighting key issues such as out-of-area wastewater connections, inconsistent use of terms, and coordination challenges. She outlined various governance structure options, including regional approaches, Hollister-focused solutions, and proxy service models. The board discussed the options and agreed to consider them further, with SBCWD expressing a preference for a Joint Powers Authority over a regional sanitation district. Ms. Stephenson requested written feedback on the options, particularly regarding San Benito County Water District's potential involvement in wastewater services. The Board discussed Ms. Stevenson's presentation on recommendations and options, deciding to use the existing governance committee to review these topics rather than establishing a new ad hoc committee.

7. **Consider Approval of Ordinance Repealing and Reestablishing Capacity Fees within the District's Zone 6 Service Area, First Reading**

The Board reviewed Ordinance 67, which repeals Ordinance 66 due to a notification issue with the Building Industry Association and reestablishes the water capacity fee for new connections in Zone 6. The fee amount is set at \$12,327 per equivalent meter, with the revenue expected to generate approximately \$115 million to fund water supply expansion needs. A public hearing for the second reading and adoption of Ordinance 67 is scheduled for December 17, 2025.

Dennis Martin, representing BIA, criticized SBCWD for inadequate notification regarding a new capacity fee of \$12,327 on new single-family homes in zone 6, noting that the required 14-day notification was not provided. He requested that the district include previous communications and a peer review analysis in the agenda packet, highlighting concerns about the fee study's deficiencies. Mr. Martin emphasized that the fee would unfairly burden approved housing projects and proposed a solution allowing prepayment of fees before February 16, 2026, to avoid the new charges.

The board discussed the legal adequacy of notice provided to the BIA regarding capacity fees, acknowledging a delay due to insufficient notice. Russell Frink, of Kronick, Moscovitz, Tiedemann and Girard, explained that the district relies on 2023 master plan numbers for water and wastewater services, which are legally sound and not up for challenge in this forum. Mr. Martin clarified that Mr. Gomez is not a BIA representative, and the BIA provided materials to the board president, clerk, and general manager. The board agreed to move forward with the second reading of the fee ordinance, with staff emphasizing the need to be prepared for growth and the potential for increased fees if implementation is delayed. Mr. Cattaneo raised concerns about incorrect assumptions in the BIA report, and Mr. Martin requested consideration for allowing approved final map units to pay fees under the old regime, estimating this would forego about 2% of total fees.

With a motion by Director Tonascia and seconded by Director Freeman, by 5 affirmative votes, Williams, Wright, Flores, Freeman and Tonascia, the Board agreed to introduce Proposed Ordinance 67, waiving its reading and setting a second reading and public hearing for December 17, 2025. They agreed to proceed with the current fee structure while leaving room for future amendments to address concerns about unit size and water usage. Mr. Frink confirmed that the ordinance could be amended after adoption to accommodate these concerns.

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

Teresa Jurotich from Raftelis presented the study on the 2025 Zone 6 Water, Groundwater and Recycled Water Cost of Service Study and Proposed Rate Schedule, which included cost allocations, financial planning, and proposed rates for the next three years. The study assumes 3% annual escalation for general items, 2.5% for salary and benefits, and 3.5% for utilities, among other factors. Proposed rates for agricultural, M&I, groundwater, and recycled water were presented, with overall decreases in some areas due to lower costs of stored and acquired water. The next step would be to adopt the proposed rates for a three-year period prior to the beginning of the water year in March 2026.

With a motion by Director Tonascia and a second by Vice President Wright, the Board agreed to accept the 2025 Zone 6 Water, Groundwater and Recycled Water Cost of Service Study and Proposed Rate Schedule by 5 affirmative votes, Williams, Wright, Flores, Freeman and Tonascia.

9. **Consider Resolution Approving Proposition 218 Procedures for Zone 6 Water, Groundwater and Recycled Water Rates Proposed to be Effective on March 1, 2026**

Mr. Miller reviewed this item for the Board. With a motion by Director Tonascia and a second by Director Freeman, the Board approved Resolution #2025-17 *A Resolution of the Board of Directors of the San Benito County Water District Approving Proposition 218 Procedures for Zone 6 Water, Groundwater and Recycled Water Rates Proposed to be Effective on March 1, 2026* including the 45-day public review period, beginning with the December 3, 2025 mailing and incorporating new procedures required by Assembly Bill 2257, including written objections and public hearing requirements; by 5 affirmative votes, Williams, Wright, Flores, Freeman and Tonascia.

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**

Mr. Jacobson reviewed this item for the Board.

With a motion by Director Flores and a second by Vice President Wright, the Board authorized the Board President, by 5 affirmative votes, Williams, Wright, Flores, Freeman and Tonascia, to execute a reimbursement agreement with Sunnyslope County Water District for a joint pipeline replacement project estimated at \$1.4 million, with

costs to be determined after bid opening tomorrow and to be approved at the December meeting.

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**

Mr. Jacobson reviewed this item for the Board, explaining the \$215.97 per acre-foot cost and \$105,000 revenue reduction for water transfers in 2025. With a motion by Director Tonascia and a second by Vice President Wright, the Board authorized 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 by 4 affirmative votes, Williams, Wright, Freeman, and Tonascia, and one negative vote, Flores.

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)**

Mr. Miller reviewed this item for the Board. With a motion by Director Flores and a second by Director Freeman, by 5 affirmative votes, Williams, Wright, Flores, Freeman and Tonascia, the Board approved a non-financial worksite agreement between San Benito County and San Benito County Water District for up to 6 trainees, with Mr. Miller explaining district responsibilities and pay rates.

13. **Consider Resolution Approving Retired Annuitant Employment Agreement with Jeffrey Cattaneo**

Mr. Jacobson reviewed this item, highlighting Mr. Cattaneo's valuable expertise in ongoing projects. With a motion by Director Tonascia and a second by Director Freeman, the Board of Directors approved Resolution 2025-18, *A Resolution of the Board of Directors of the San Benito County Water District Approving Retired Annuitant Employment Agreement with Jeffrey Cattaneo* by 5 affirmative votes, Williams, Wright, Flores, Freeman and Tonascia.

14. **Discuss the San Benito County Water District Community Outreach Plan**

Mr. Jacobson presented a community outreach plan including social media, community events, print advertisements, and other initiatives to increase public awareness of the district's role and services.

15. **Government Finance Officers Association (GFOA) Award of Excellence Acknowledgement**

Mr. Miller reported the District received the Government Finance Officers Association's Certificate of Achievement for Excellence in Financial Reporting for the 13th consecutive year, with staff and the board being acknowledged for their contributions.

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

a. **San Luis and Delta-Mendota Water Authority (Tonascia/Jacobson)**

As per Director Tonascia, he didn't attend the meeting, so Mr. Jacobson will cover under his report.

- b. **Pajaro River Watershed Flood Prevention Authority (Flores/Wright)**
As per Director Flores, this meeting was not held.
 - c. **Administration Committee (Flores/Williams)**
As per Directors Flores and Williams, it has already been covered.
 - d. **Finance Committee (Freeman/Tonascia)**
As per Directors Freeman and Tonascia, it has already been covered.
 - e. **Personnel Committee (Flores/Tonascia)**
As per Directors Flores and Tonascia, it was 1 closed session item.
 - f. **Zone 6 Water Supply & Operations Committee (Tonascia/Wright)**
As per Directors Tonascia and Wright, it has already been covered.
17. **Monthly Operations and Maintenance Report**
Mr. Craig reported on District operations including the completion of canal stabilization and plans for meter and check valve replacements.
18. **General Manager's Report:**
- a. **Reach 1 Operations**
Mr. Jacobson did not have a report on this item.
 - b. **Zone 3 Operations**
Mr. Jacobson did not have any further updates besides Mr. Craig's report.
 - c. **Zone 6 Operations**
Mr. Jacobson did not have a report on this item.
 - d. **Accelerated Drought Response Project (ADRoP)**
Mr. Jacobson reported the project is progressing despite weather delays. Mr. Jacobson reported that an obstruction in the gravel feed tube for Well 4 has been discovered and staff is working with Pacific Coast Drilling to resolve the issue.
 - e. **San Luis and Delta-Mendota Water Authority Activities**
Mr. Jacobson reported on the Authority's budget, including a significant increase in the CIP budget due to major projects. Mr. Jacobson further reported the Authority approved a cost allocation methodology for the DMC subsidence project and mentioned that a renewal with the San Joaquin River Exchange Contractors water transfer agreement is in progress.
 - f. **City of San Juan Bautista Water Supply Plan**
Mr. Jacobson did not have a report on this item.
 - g. **B F Sisk Dam Raise Project**
Mr. Jacobson did not have a report on this item.
 - h. **Sustainable Groundwater Management Act Compliance**
Mr. Jacobson reported the District will be restarting the TAC meetings, beginning in January and a meeting of the District's GSA Committee is scheduled for December 8th.

i. Miscellaneous District items

Mr. Jacobson did not have a report on this item.

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

(The Board convened in Closed Session at 6:53 p.m.)

20. **OPEN SESSION: Report any action if any from Closed Session**

(The Board reconvened in Open Session at 7:00 p.m.)

Mr. Liem reported in Closed Session, a motion was made by Director Tonascia and seconded by Director Flores, the Board approved a new contract for Mr. Miller, increasing his annual salary to \$240,000, by 5 affirmative votes, Williams, Wright, Flores, Freeman and Tonascia.

21. **Adjournment**

With no further business to discuss, the meeting was adjourned at 7:01 p.m.

Doug Williams, President

Barbara L. Mauro, Executive Assistant/Board Clerk

December 2, 2025
Special Meeting
5:00 p.m.

The Board of Directors of the San Benito County Water District convened in special session on Tuesday, December 2, 2025 at 5:00 p.m. at the San Benito County Water District office at 30 Mansfield Road, Hollister, California. Members present at the District were: President Doug Williams, Vice President Mark Wright and Director Joe Tonascia. Director John Freeman participated via Zoom and Director Sonny Flores was absent. Also present were General Manager Dana Jacobson, District Counsel Jeremy T. Liem, Office Specialist II Shannon Darnall and Executive Assistant/Board Clerk Barbara Mauro. Assistant General Manager Brett Miller, Special Counsel Russell Frink and Jeff Cattaneo participated via Zoom.

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. President Williams, Vice President Wright and Director Tonascia were in attendance at the District; Director Freeman, who was attending the ACWA Conference, attended via Zoom and Director Flores was absent. Mrs. Mauro stated all voting would be via roll call vote, as one of the directors was participating remotely.

c. Approval of the Agenda

With a motion by Vice President Wright and a second by Director Tonascia, the Agenda was approved by 4 affirmative votes, Williams, Wright, Freeman and Tonascia and there was 1 absence, Flores.

d. Speakers will be limited to 5 minutes to address the Board

There were no public comments.

AGENDA ITEMS:

1. CLOSED SESSION:

**CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of
Government Code § 54956.9: One Case**

(The Board convened in Closed Session at 5:02 p.m.)

2. OPEN SESSION:

Report of action, if any, from Closed Session

(The Board reconvened in Open Session at 5:51 p.m.)

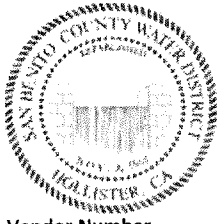
President Williams reported no action was taken in Closed Session. Mr. Liem further reported direction was given to staff by the Board.

ADJOURNMENT

With nothing further to report, the meeting was adjourned at 5:53 p.m.

Doug Williams, President

Barbara L. Mauro, Executive Assistant/Board Clerk



San Benito County Water District

Check Register

Packet: APPKT00197 - Board Claims December 19, 2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
001866	Gutierrez Consultants	12/17/2025	EFT	0.00	13,847.50	4
000018	A-1 Services	12/17/2025	Regular	0.00	684.00	60547
005115	AAA Business Supplies LP	12/17/2025	Regular	0.00	1,807.96	60548
000081	Alan Zeisbrich	12/17/2025	Regular	0.00	797.50	60549
000149	Alpha Analytical Laboratories, Inc.	12/17/2025	Regular	0.00	7,180.00	60550
000415	Before the Movie Inc	12/17/2025	Regular	0.00	438.00	60551
000561	Brigantino Irrigation	12/17/2025	Regular	0.00	13,666.13	60552
000595	Bureau of Reclamation	12/17/2025	Regular	0.00	206.00	60553
000605	C.C.O.I. Gate & Fence	12/17/2025	Regular	0.00	180.00	60554
000740	Cellular Controlled Products	12/17/2025	Regular	0.00	195.00	60555
000869	Cintas Corporation	12/17/2025	Regular	0.00	1,070.25	60556
000905	CM Analytical Inc	12/17/2025	Regular	0.00	950.00	60557
005160	Creative Forms & Concepts Inc.	12/17/2025	Regular	0.00	142.22	60558
001043	Dataflow Business Systems Inc	12/17/2025	Regular	0.00	295.03	60559
001409	ELC Consulting	12/17/2025	Regular	0.00	16,183.31	60560
001553	Fastenal Company	12/17/2025	Regular	0.00	8,443.14	60561
001592	Foster & Foster Inc	12/17/2025	Regular	0.00	4,450.00	60562
001813	GRAINGER	12/17/2025	Regular	0.00	1,234.52	60563
001821	Green Valley Farm Supply Inc	12/17/2025	Regular	0.00	12,412.78	60564
001949	Hollister Auto Parts Inc	12/17/2025	Regular	0.00	339.53	60565
001960	Hollister Landscape Supply	12/17/2025	Regular	0.00	202.43	60566
001988	ICONIX Waterworks Inc	12/17/2025	Regular	0.00	11,988.95	60567
001997	Independent Business Forms Inc	12/17/2025	Regular	0.00	809.65	60568
002423	Johnson Lumber Company	12/17/2025	Regular	0.00	675.82	60569
002699	Kennedy/Jenks Consultants Inc.	12/17/2025	Regular	0.00	186,561.01	60570
002766	Kronick, Moskovitz, Tiedemann & Gir	12/17/2025	Regular	0.00	7,625.25	60571
002783	Landscape Design by Rosemary Brid	12/17/2025	Regular	0.00	1,200.00	60572
005158	Martin Auto Color	12/17/2025	Regular	0.00	511.69	60573
003247	McKinnon Lumber, Inc.	12/17/2025	Regular	0.00	664.53	60574
003399	Mission Village Voice Media LLC	12/17/2025	Regular	0.00	530.00	60575
003796	Raftelis	12/17/2025	Regular	0.00	6,121.25	60576
003878	Reserve Account	12/17/2025	Regular	0.00	1,000.00	60577
004174	Rossi's Tire & Auto Service	12/17/2025	Regular	0.00	2,437.32	60578
004254	San Benito County Mosquito Abaten	12/17/2025	Regular	0.00	142.02	60579
004273	San Benito Engineering	12/17/2025	Regular	0.00	4,100.00	60580
004315	Santa Clara Valley Water Dist	12/17/2025	Regular	0.00	87,179.69	60581
004218	SJ Electro Systems, Inc.	12/17/2025	Regular	0.00	113,755.71	60582
004450	Specialty Construction Inc.	12/17/2025	Regular	0.00	737,831.18	60583
004456	Spurzem & Liem LLP	12/17/2025	Regular	0.00	8,100.00	60584
004477	State Water Resources Control Boar	12/17/2025	Regular	0.00	13,978.56	60585
004495	Stericycle, Inc.	12/17/2025	Regular	0.00	207.31	60586
004554	Sunnyslope County Water District	12/17/2025	Regular	0.00	248,710.74	60587
004553	Sunnyslope County Water District	12/17/2025	Regular	0.00	52,575.28	60588
004728	Todd Groundwater	12/17/2025	Regular	0.00	73,292.58	60589
004771	Toro Petroleum Corporation	12/17/2025	Regular	0.00	2,531.47	60590
004802	Turbo Time Welding	12/17/2025	Regular	0.00	1,500.00	60591
004807	Tyler Technologies	12/17/2025	Regular	0.00	38,712.50	60592
004810	U.S. Bank Corporation	12/17/2025	Regular	0.00	12,955.17	60593
004830	USA BlueBook	12/17/2025	Regular	0.00	1,004.85	60594
004854	Verdant Commercial Capital LLC	12/17/2025	Regular	0.00	239.81	60595
004952	Wienhoff & Associates, Inc.	12/17/2025	Regular	0.00	255.00	60596

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
000870	City National Bank	12/17/2025	Bank Draft	0.00	115,779.20	162204744

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	114	50	0.00	1,688,075.14
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	1	1	0.00	115,779.20
EFT's	3	1	0.00	13,847.50
	118	52	0.00	1,817,701.84

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	12/2025	1,817,701.84
			<u>1,817,701.84</u>

Authorization Signatures

Board Claims Approval

STATE OF CALIFORNIA
COUNTY OF SAN BENITO

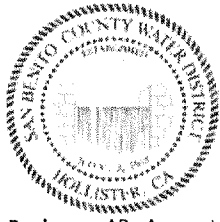
I DO HEREBY CERTIFY, UNDER THE PENALTY OF PERJURY AT HOLLISTER, CALIFORNIA, THAT THE FOREGOING DEMANDS ENUMERATED HAVE BEEN AUDITED; THAT THE SAME ARE ACCURATE AND JUST CLAIMS AGAINST THE DISTRICT; AND THAT THERE ARE FUNDS AVAILABLE FOR PAYMENT.

Dana Jacobson, General Manager

Brett Miller, Assistant General Manager

Doug Williams, Board President

Cindy Paine



San Benito County Water District

Payment Register

APPKT00197 - Board Claims December 19, 2025

01 - Vendor Set 01

Bank: AP - Accounts Payable

Vendor Number	Vendor Name	Total Vendor Amount
000018	A-1 Services	684.00

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	684.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
124533	Janitorial Services	12/01/2025	12/31/2025	0.00	684.00

Vendor Number	Vendor Name	Total Vendor Amount
005115	AAA Business Supplies LP	1,807.96

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	1,807.96		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
2466110-0	Office Supplies	11/18/2025	12/18/2025	0.00	127.67
2466507-0	Office Supplies	11/19/2025	12/19/2025	0.00	1,334.15
2466507-1	Office Supplies	11/20/2025	12/20/2025	0.00	82.58
2466507-2	Office Supplies	11/25/2025	12/25/2025	0.00	90.49
2467420-0	Office Supplies	11/26/2025	12/26/2025	0.00	173.07

Vendor Number	Vendor Name	Total Vendor Amount
000081	Alan Zeisbrich	797.50

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	797.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
11-2025	Contract Services	12/01/2025	12/31/2025	0.00	517.50
11-2025P	Contract Services	12/01/2025	12/31/2025	0.00	280.00

Vendor Number	Vendor Name	Total Vendor Amount
000149	Alpha Analytical Laboratories, Inc.	7,180.00

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	7,180.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
5114485-DP_SBCWD	Water Quality for ADRoP Well	11/07/2025	12/07/2025	0.00	7,180.00

Vendor Number	Vendor Name	Total Vendor Amount
000415	Before the Movie Inc	438.00

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	438.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
54222	On-Screen Ad	12/01/2025	12/31/2025	0.00	438.00

Vendor Number	Vendor Name	Total Vendor Amount
000561	Brigantino Irrigation	13,666.13

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	13,666.13		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
220000128997	Maintenance Contracted Services	11/04/2025	12/04/2025	0.00	11,880.00
220000129400	Maintenance Supplies	11/10/2025	12/10/2025	0.00	66.15
220000129576	Maintenance Supplies	11/12/2025	12/12/2025	0.00	66.24
220000129642	Maintenance Supplies	11/12/2025	12/12/2025	0.00	347.57
220000130305	Maintenance Supplies	11/19/2025	12/19/2025	0.00	71.64
220000130692	Maintenance Supplies	11/25/2025	12/25/2025	0.00	46.21
220000130885	Maintenance Contracted Services	11/26/2025	12/26/2025	0.00	875.00
220000130940	Maintenance Supplies	12/01/2025	12/31/2025	0.00	104.95
220000131022	Maintenance Supplies	12/01/2025	12/31/2025	0.00	97.78

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<u>220000131194</u>	Maintenance Supplies	12/03/2025	01/02/2026	0.00	110.59
Vendor Number	Vendor Name	Total Vendor Amount			
<u>000595</u>	Bureau of Reclamation	206.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	206.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>INVWA1580</u>	2026-2050 Yuba Water Transfers Cost Share	11/24/2025	12/24/2025	0.00	206.00
Vendor Number	Vendor Name	Total Vendor Amount			
<u>000605</u>	C.C.O.I. Gate & Fence	180.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	180.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>3652142199</u>	Maintenance Supplies	11/23/2025	11/24/2025	0.00	180.00
Vendor Number	Vendor Name	Total Vendor Amount			
<u>000740</u>	Cellular Controlled Products	195.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	195.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>0116412-JN</u>	Quarterly Service	12/01/2025	12/31/2025	0.00	195.00
Vendor Number	Vendor Name	Total Vendor Amount			
<u>000869</u>	Cintas Corporation	1,070.25			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	1,070.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>4249441798</u>	Weekly Service	11/11/2025	12/11/2025	0.00	214.05
<u>4250300261</u>	Weekly Service	11/18/2025	12/18/2025	0.00	214.05
<u>4251184193</u>	Weekly Service	11/25/2025	12/25/2025	0.00	214.05
<u>4251816008</u>	Weekly Service	12/02/2025	01/01/2026	0.00	214.05
<u>4252459601</u>	Weekly Service	12/09/2025	01/08/2026	0.00	214.05
Vendor Number	Vendor Name	Total Vendor Amount			
<u>000870</u>	City National Bank	115,779.20			
Payment Type	Payment Number	Payment Date	Payment Amount		
Bank Draft	<u>162204744</u>	12/17/2025	115,779.20		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>120125</u>	Quarterly Loan Payment	12/01/2025	01/12/2026	0.00	115,779.20
Vendor Number	Vendor Name	Total Vendor Amount			
<u>000905</u>	CM Analytical Inc	950.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	950.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>85050</u>	Water Quality Testing	10/27/2025	11/26/2025	0.00	710.00
<u>85712</u>	Water Quality Testing	11/17/2025	12/17/2025	0.00	240.00
Vendor Number	Vendor Name	Total Vendor Amount			
<u>005160</u>	Creative Forms & Concepts Inc.	142.22			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	142.22		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>121403</u>	Year End Office Supplies	12/05/2025	01/04/2026	0.00	142.22
Vendor Number	Vendor Name	Total Vendor Amount			
<u>001043</u>	Dataflow Business Systems Inc	295.03			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	295.03		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>438554</u>	Copier Maintenance/ Supplies	11/17/2025	12/02/2025	0.00	108.30

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<u>440173</u>	Copier Maintenance /Supplies	12/05/2025	12/20/2025	0.00	186.73
Vendor Number	Vendor Name	Total Vendor Amount			
<u>001409</u>	ELC Consulting	16,183.31			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	16,183.31		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>10672</u>	Microsoft 365 Subscription	10/26/2025	11/25/2025	0.00	7,166.31
<u>10737</u>	Monthly Service Agreement	11/14/2025	12/14/2025	0.00	540.00
<u>10775</u>	Monthly Service Agreement	12/01/2025	12/31/2025	0.00	6,897.00
<u>10776</u>	Monthly Service Agreement	12/01/2025	12/31/2025	0.00	1,480.00
<u>10777</u>	Monthly Service Agreement	12/01/2025	12/31/2025	0.00	100.00
Vendor Number	Vendor Name	Total Vendor Amount			
<u>001553</u>	Fastenal Company	8,443.14			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	8,443.14		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>CAHOS72345</u>	Maintenance Supplies	11/05/2025	12/05/2025	0.00	4,192.92
<u>CAHOS72386</u>	Maintenance Supplies	11/07/2025	12/22/2025	0.00	4,199.29
<u>MN019885300</u>	Inventory Control -Nuts & Bolts	11/10/2025	12/25/2025	0.00	50.93
Vendor Number	Vendor Name	Total Vendor Amount			
<u>001592</u>	Foster & Foster Inc	4,450.00			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	4,450.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>39336</u>	Consulting Services	12/09/2025	01/08/2026	0.00	4,450.00
Vendor Number	Vendor Name	Total Vendor Amount			
<u>001813</u>	GRAINGER	1,234.52			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	1,234.52		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>9704350991</u>	Maintenance Supplies	11/07/2025	12/07/2025	0.00	23.95
<u>9719045685</u>	Maintenance Supplies	11/20/2025	12/20/2025	0.00	654.52
<u>9721361849</u>	Maintenance Supplies	11/24/2025	12/24/2025	0.00	556.05
Vendor Number	Vendor Name	Total Vendor Amount			
<u>001821</u>	Green Valley Farm Supply Inc	12,412.78			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	12,412.78		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>449481</u>	Maintenance Services -Zone 3 Spraying	11/18/2025	12/18/2025	0.00	12,412.78
Vendor Number	Vendor Name	Total Vendor Amount			
<u>001866</u>	Gutierrez Consultants	13,847.50			
Payment Type	Payment Number	Payment Date	Payment Amount		
EFT		12/12/2025	13,847.50		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>2030</u>	Consulting Services	11/14/2025	12/14/2025	0.00	4,350.00
<u>2031</u>	Consulting Services	11/14/2025	12/14/2025	0.00	4,567.50
<u>2032</u>	Consulting Services	11/14/2025	12/14/2025	0.00	4,930.00
Vendor Number	Vendor Name	Total Vendor Amount			
<u>001949</u>	Hollister Auto Parts Inc	339.53			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	339.53		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>025225</u>	Vehicle Maintenance Truck #25	11/13/2025	12/13/2025	0.00	97.20
<u>026675</u>	Vehicle Maintenance Truck #21	12/01/2025	12/31/2025	0.00	262.00

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<u>026895</u>	INT Core Deposit	12/03/2025	01/02/2026	0.00	-19.67
Vendor Number	Vendor Name	Total Vendor Amount			
<u>001960</u>	Hollister Landscape Supply	202.43			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	202.43		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>84811</u>	Maintenance Supplies	11/10/2025	12/10/2025	0.00	202.43
Vendor Number	Vendor Name	Total Vendor Amount			
<u>001988</u>	ICONIX Waterworks Inc	11,988.95			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	11,988.95		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>U2516046734</u>	Maintenance Supplies	11/10/2025	12/10/2025	0.00	8,025.39
<u>U2516049759</u>	Maintenance Supplies	12/05/2025	01/04/2026	0.00	3,963.56
Vendor Number	Vendor Name	Total Vendor Amount			
<u>001997</u>	Independent Business Forms Inc	809.65			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	809.65		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>44355</u>	Printing Services	12/04/2025	01/03/2026	0.00	809.65
Vendor Number	Vendor Name	Total Vendor Amount			
<u>002423</u>	Johnson Lumber Company	675.82			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	675.82		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>288594</u>	Maintenance Supplies	11/05/2025	12/10/2025	0.00	13.10
<u>288791</u>	Maintenance Supplies	11/12/2025	12/10/2025	0.00	67.82
<u>288818</u>	Maintenance Supplies	11/13/2025	12/10/2025	0.00	44.50
<u>288907</u>	Maintenance Supplies	11/17/2025	12/10/2025	0.00	39.29
<u>288917</u>	Maintenance Supplies	11/17/2025	12/10/2025	0.00	43.66
<u>288937</u>	Maintenance Supplies	11/18/2025	12/10/2025	0.00	68.77
<u>288965</u>	Office Supplies	11/19/2025	12/10/2025	0.00	36.04
<u>289009</u>	Maintenance Supplies	11/20/2025	12/10/2025	0.00	50.21
<u>289014</u>	Maintenance Supplies	11/20/2025	12/10/2025	0.00	114.68
<u>289086</u>	Maintenance Supplies	11/24/2025	12/10/2025	0.00	25.75
<u>289100</u>	Maintenance Supplies	11/24/2025	12/10/2025	0.00	26.19
<u>289217</u>	Engineering Supplies	12/01/2025	01/10/2026	0.00	3.81
<u>289245</u>	Engineering Supplies	12/02/2025	01/10/2026	0.00	131.09
<u>289271</u>	Vehicle Supplies	12/02/2025	01/10/2026	0.00	10.91
Vendor Number	Vendor Name	Total Vendor Amount			
<u>002699</u>	Kennedy/Jenks Consultants Inc.	186,561.01			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	186,561.01		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>184570</u>	Engineering Services	12/10/2025	01/09/2026	0.00	152,555.16
<u>184572</u>	Engineering Services	12/10/2025	01/09/2026	0.00	34,005.85
Vendor Number	Vendor Name	Total Vendor Amount			
<u>002766</u>	Kronick, Moskovitz, Tiedemann & Girard	7,625.25			
Payment Type	Payment Number	Payment Date	Payment Amount		
Check		12/12/2025	7,625.25		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>30915682</u>	Legal Services	11/12/2025	12/12/2025	0.00	7,297.25
<u>30915683</u>	Legal Services	11/12/2025	12/12/2025	0.00	328.00

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Vendor Number	Vendor Name					Total Vendor Amount
<u>002783</u>	Landscape Design by Rosemary Bridwell CCN					1,200.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/12/2025	1,200.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>102225</u>	Landscape Plan Review	10/22/2025	11/21/2025	0.00	700.00	
<u>111925</u>	Landscape Plan Review	11/19/2025	12/19/2025	0.00	500.00	
						Total Vendor Amount
<u>005158</u>	Martin Auto Color					511.69
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/12/2025	511.69	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>4279968</u>	Vehicle Maintenance	11/17/2025	12/31/2025	0.00	279.68	
<u>4282120</u>	Maintenance Supplies	11/18/2025	12/18/2025	0.00	113.08	
<u>4286726</u>	Vehicle Maintenance	11/24/2025	12/31/2025	0.00	118.93	
						Total Vendor Amount
<u>003247</u>	McKinnon Lumber, Inc.					664.53
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/12/2025	664.53	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>XYFZC</u>	Maintenance Supplies	11/07/2025	12/30/2025	0.00	54.08	
<u>Y7NO2</u>	Maintenance Supplies	12/05/2025	01/30/2026	0.00	610.45	
						Total Vendor Amount
<u>003399</u>	Mission Village Voice Media LLC					530.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/12/2025	530.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1428</u>	Monthly Print Ad	11/22/2025	11/22/2025	0.00	530.00	
						Total Vendor Amount
<u>003796</u>	Raftelis					6,121.25
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/12/2025	6,121.25	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>42756</u>	Consulting Services	11/13/2025	12/13/2025	0.00	6,121.25	
						Total Vendor Amount
<u>003878</u>	Reserve Account					1,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/12/2025	1,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>112125</u>	Postage on Account	11/21/2025	12/21/2025	0.00	1,000.00	
						Total Vendor Amount
<u>004174</u>	Rossi's Tire & Auto Service					2,437.32
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/12/2025	2,437.32	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>S18590223</u>	Trailer Supplies	08/30/2025	09/29/2025	0.00	898.98	
<u>S18591702</u>	Tractor Maintenance	11/14/2025	12/14/2025	0.00	1,370.07	
<u>S1882243</u>	Vehicle Maintenance Truck #28	11/06/2025	12/06/2025	0.00	35.00	
<u>S1882334</u>	Vehicle Maintenance Truck #18	11/13/2025	12/13/2025	0.00	35.00	
<u>S1882407</u>	Vehicle Maintenance #20	11/18/2025	12/18/2025	0.00	98.27	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>004254</u>	San Benito County Mosquito Abatement Program					142.02
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		12/12/2025	142.02			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>5810039-26</u>	Mosquito Abatement Fees	11/24/2025	04/10/2026	0.00	142.02	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004273</u>	San Benito Engineering					4,100.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		12/12/2025	4,100.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>8145</u>	Paicines Canal Grading Plans	11/18/2025	12/18/2025	0.00	3,500.00	
<u>8148</u>	Engineering Services	11/19/2025	12/19/2025	0.00	600.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004315</u>	Santa Clara Valley Water Dist					87,179.69
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		12/12/2025	87,179.69			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>GN103507</u>	Jul - Sept 25 O&M Charge	11/14/2025	12/14/2025	0.00	87,179.69	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004218</u>	SJ Electro Systems, Inc.					113,755.71
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		12/12/2025	113,755.71			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>CD99597756</u>	Scada Support	11/21/2025	12/21/2025	0.00	113,755.71	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004450</u>	Specialty Construction Inc.					737,831.18
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		12/12/2025	737,831.18			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2</u>	ADRoP ASR Well Site and Pipeline Project -Phase 2	12/01/2025	12/31/2025	0.00	737,831.18	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004456</u>	Spurzem & Liem LLP					8,100.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		12/12/2025	8,100.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>64987</u>	Legal Services	11/05/2025	12/05/2025	0.00	4,050.00	
<u>65174</u>	Legal Services	12/04/2025	01/03/2026	0.00	4,050.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004477</u>	State Water Resources Control Board					13,978.56
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		12/12/2025	13,978.56			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>WS-1054727</u>	Annual Water System Fees	12/03/2025	01/02/2026	0.00	13,978.56	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004495</u>	Stericycle, Inc.					207.31
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		12/12/2025	207.31			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>8012736749</u>	Monthly Shredding Service	11/30/2025	12/30/2025	0.00	207.31	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>004554</u>	Sunnyslope County Water District					248,710.74
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/12/2025	248,710.74	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV00453</u>	Plant Operations -West Hills	11/30/2025	12/30/2025	0.00	248,710.74	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004553</u>	Sunnyslope County Water District					52,575.28
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/12/2025	52,575.28	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV00454</u>	Plant Operations -Lessalt	11/30/2025	12/30/2025	0.00	52,575.28	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004728</u>	Todd Groundwater					73,292.58
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/12/2025	73,292.58	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>37660 1125</u>	Engineering Services	11/08/2025	12/08/2025	0.00	1,941.25	
<u>37660 725</u>	Engineering Services	07/08/2025	08/07/2025	0.00	1,138.75	
<u>37662 1125</u>	Engineering Services	11/08/2025	12/08/2025	0.00	54,050.08	
<u>37663 1125</u>	Engineering Services	11/08/2025	12/08/2025	0.00	16,162.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004771</u>	Toro Petroleum Corporation					2,531.47
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/12/2025	2,531.47	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>CL92554</u>	Vehicle Fuel	11/30/2025	01/14/2026	0.00	2,531.47	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004802</u>	Turbo Time Welding					1,500.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/12/2025	1,500.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>108</u>	Maintenance Services	11/06/2025	12/06/2025	0.00	875.00	
<u>109</u>	Maintenance Contracted Services	12/09/2025	01/08/2026	0.00	625.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004807</u>	Tyler Technologies					38,712.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/12/2025	38,712.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>CH100-00236210</u>	Tyler Annual subscription	11/30/2025	01/14/2026	0.00	38,712.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004810</u>	U.S. Bank Corporation					12,955.17
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/12/2025	12,955.17	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>112425BJM</u>	Monthly Statement	11/24/2025	12/24/2025	0.00	3,714.37	
<u>112425BM</u>	Monthly Statement	11/24/2025	12/24/2025	0.00	2,734.10	
<u>112425CP</u>	Monthly Statement	11/24/2025	11/12/2025	0.00	1,235.00	
<u>112425LBO</u>	Monthly Statement	11/24/2025	12/24/2025	0.00	19.07	
<u>112425MC</u>	Monthly Statement	11/24/2025	12/24/2025	0.00	5,252.63	

Payment Register

Vendor Number	Vendor Name					Total Vendor Amount
<u>004830</u>	USA BlueBook					1,004.85
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/12/2025	1,004.85	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INVO0894468</u>	Maintenance Supplies	11/25/2025	12/25/2025	0.00	1,004.85	

Vendor Number	Vendor Name					Total Vendor Amount
<u>004854</u>	Verdant Commercial Capital LLC					239.81
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/12/2025	239.81	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>905863697</u>	Copier Lease	11/11/2025	12/06/2025	0.00	239.81	

Vendor Number	Vendor Name					Total Vendor Amount
<u>004952</u>	Wienhoff & Associates, Inc.					255.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check				12/12/2025	255.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>135545</u>	2026 Consortium Membership	11/15/2025	12/15/2025	0.00	255.00	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP	Manual Bank Draft	1	1	0.00	115,779.20
AP	Check	114	50	0.00	1,688,075.14
AP	EFT	3	1	0.00	13,847.50
Packet Totals:		118	52	0.00	1,817,701.84

Cash Fund Summary

Fund	Name	Amount
999	Pooled Cash	-1,817,701.84
Packet Totals:		-1,817,701.84

**San Benito County Water District
Agenda Transmittal**

Agenda Item:

3

Meeting Date: December 17, 2025

Submitted By: Leilani Vidal

Presented By: Dana Jacobson

Agenda Title: Acknowledgement of Paid Claims prior to the December 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
City of Hollister - Engineering Dept	60512	\$1,074.32	ADRoP Encroachment Fee	11/25/25
State Water Resource Control Board	60523	\$1,802.00	Discharge Annual Permit Fee	11/26/25
Pacific Coast Well Drilling	60520	\$382,806.30	Engineering Services -ADRoP	11/26/25
Santa Clara Valley Water District	60526	\$124,672.82	Reimbursement for Grant Project 3 - invoice #4	12/01/25
Pacific Coast Well Drilling	60527	\$275,181.75	Engineering Services -ADRoP	12/02/2025
City of Hollister - Engineering Dept	60529	\$1,000.00	Fee for Hydrant meter -ADRoP Wells	12/08/25



Agenda

Item

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Fiscal Year 2025 On-Call Contract Activity Report
MCC Controls dba Primex - *Control System Services (SCADA Services)
Contract #: PRIMEX-2024 OC
Board Meeting 12/17/25

**NTE Contract Amount	Task Order Status	Task Order Amount	Contract Amount Remaining	Task Order Number	Task Order Description	Task Order Issued Date	Payments to Date
\$ 813,000	Closed	\$ 30,000	\$ 783,000	1	Control System Services	8.27.24	\$ 29,894.75
	Closed	\$ 48,178	\$ 734,822	2	PLC install and system start up RTU 20	8.26.24	\$ 48,177.80
	Closed	\$ 46,348	\$ 688,474	3	PLC install and system start up RTU 9	8.27.24	\$ 46,347.80
	Closed	\$ 103,850	\$ 584,624	4	Replacement hardware for RTU 3/4/6/7/17	10.17.24	\$ 103,849.54
	Closed	\$ 47,058	\$ 537,566	5	RTU-6 and device upgrades	1.29.25	\$ 47,057.80
	Closed	\$ 48,228	\$ 489,338	6	RTU-7 and device upgrades	1.31.25	\$ 48,227.80
	Closed	\$ 46,298	\$ 443,041	7	RTU-3 and device upgrades	1.31.25	\$ 46,297.80
	Closed	\$ 47,758	\$ 395,283	8	RTU-4 and device upgrades	1.31.25	\$ 47,757.80
	Closed	\$ 47,288	\$ 347,995	9	RTU-17 and device upgrades	1.31.25	\$ 47,287.80
	Open	\$ 113,756	\$ 234,239	10	RTU 1,12,15,16,18 Hardware Upgrades	7.13.25	\$ -
	Open	\$ 30,000	\$ 204,239	11	RTU 17 PLC and Device Upgrades	8.14.25	\$ 9,435.00
\$ 813,000		\$ 608,761	\$ 204,239				\$ 474,333.89

*SBCWD Board approved 7.31.24, Contract #PRIMEX-2024 OC
**Contract expires 7.31.27



Agenda

Item

5



Water Resource Association of San Benito County

Memorandum

Date: 11 December 2025

To: WRASBC Committee

From: Lundi Barroso-Osorio, Water Conservation Program Manager

November 2025 Report

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

1. ULFT Rebates: None
2. Multi-family ULFT: None
3. Institutional/commercial: None
4. Residential: 4

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

1. Surveys (BMP 1): 14
2. Plumbing Retrofits: 14

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

1. KB Evergreen– Lots 64,65,70,71
2. Twin Oaks Lots 98–100
3. Verdant and Eaglecrest at Fairview Model Complex
4. Verdant and Eaglecrest at Fairview Front Yard Production Homes

D. Public Information (BMP 7)

1. Premiere Cinema: Turning off the Irrigation ad running.
2. Mission Village Voice: Turf Removal Ad with program details published.
3. Facebook & Instagram: Posts highlighting the Turf Removal Program, tips for the Winter Season
7. Local Businesses/Orgs: Dropped off rebate flyers
8. Gavilan College Community December 10th, 2025
9. SJB Windmill Market December 12th, 2025
10. SJ Post Office December 13th, 2025

E. Water Softener Replacement Program

1. Water Softener replacement rebates: 2

F. School Education Program (BMP 8)

Anzar Career Fair Tabeling Jan 22nd, 2026

G. Turf Removal Program: As of November 2025, we have completed 14,923 square feet of turf removal, reflecting steady progress since the start of the fiscal year on July 1, 2025. An additional 4,678 square feet of turf removal is currently pending.

2025 Activity

2025									
2025					November 1-30				
Surveys- Residential	CH	SS	SJB	SBCWD	CH	SS	SJB	SBCWD	
	24	95	0	0	2	12	0	0	0
	Multi Family	2	0	0	0	0	0	0	0
245					14				
Plumbing Retrofits	CH	SS	SJB	SBCWD	CH	SS	SJB	SBCWD	
	82	153	0	0	2	12	0	0	0
	Multi Family	2	0	0	0	0	0	0	0
360					14				
Landscape Audits-(MWEL0)	CH	SS	SJB	SBCWD	CH	SS	SJB	SBCWD	
	76	0	0	0	2	0	0	0	0
	96				2				
ULF Toilet Replacements	CH	SS	SJB	SBCWD	CH	SS	SJB	SBCWD	
	0	0	0	0	0	0	0	0	0
	rebates	6	0	0	0	4	0	0	0
Single Family giveaway	2	6	0	0	0	4	0	0	0
	0	1	1	0	0	0	0	0	0
	Multi Family giveaway	0	0	0	0	0	0	0	0
institutional	0	0	0	0	0	0	0	0	0
	commercial	0	0	0	0	0	0	0	0
43					4				
Landscape Hardware Rebate	CH	SS	SJB	SBCWD	CH	SS	SJB	SBCWD	
	0	0	0	0	0	0	0	0	0
	0				0				
Water Softener Replacement Program	CH	SS	SJB	SBCWD	CH	SS	SJB	SBCWD	
	1	2	1	0	1	0	0	0	0
	40				1				

**San Benito County Water District
Agenda Transmittal**

Agenda Item:

7

Meeting Date: December 17, 2025

Submitted By: Dana Jacobson

Presented By: Dana Jacobson

Agenda Title: Consider Authorizing the Board President to Execute the San Luis & Delta-Mendota Water Authority Exchange Contractors 2026-2038 Transfer Activity Agreement

Detailed Description:

The San Luis & Delta-Mendota Water Authority (Water Authority) Exchange Contractors 2026-2038 Transfer Activity Agreement (activity Agreement) provides the District a mechanism to participate in the Water Authority's water purchase program with the San Joaquin River Exchange Contractors Water Authority (Exchange Contractors). The Activity Agreement allows for continued participation in the water purchase program through 2038, and replaces the existing agreement, which expires at the end of 2025.

The Exchange Contractor water purchase program can be used by the District to offset reductions in its imported water allocations from the Central Valley Project (CVP), particularly during times of extreme drought when the District would otherwise have difficulty meeting its level of service goals for its municipal customers. The amount of water available to the Water Authority ranges between 35,000 to 68,000 acre-feet (AF) each year. As a result, the District's share typically can vary from 900 AF to 1,600 AF per year.

The Activity Agreement would obligate the District to a share of annual administration costs, which are minimal. The District would also be responsible for water purchase costs if it elects to take delivery of water in any future year. The table below lists the purchase cost, which varies depending on the CVP allocation for irrigation water. The cost structure will be renegotiated every five years.

BOARD AGENDA MEMO

DATE: December 9, 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 San Luis & Delta-Mendota Water Authority Exchange Contractors 2026-2038 Transfer Activity Agreement

The Zone 6 Water Supply and Operations Committee met on December 9, 2025 and staff reviewed the San Luis & Delta-Mendota Water Authority Exchange Contractors 2026-2038 Transfer Activity Agreement.

The Zone 6 Water Supply and Operations Committee is recommending the Board Authorize the Board President to Execute the San Luis & Delta-Mendota Water Authority Exchange Contractors 2026-2038 Transfer Activity Agreement.



Director Tonascia



Director Wright

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
EXCHANGE CONTRACTORS 2026-2038 TRANSFERS ACTIVITY AGREEMENT**

This Activity Agreement (“**Activity Agreement**”) is entered into as of this ____ day of _____ 2025, by and among the San Luis & Delta-Mendota Water Authority (“**Water Authority**”), a joint powers agency of the State of California, and its members who execute this Agreement, who are hereinafter referred to jointly by the plural term “**Activity Agreement Members**.” Capitalized terms used in this Activity Agreement will have the meanings set forth in Section 2 below.

1. RECITALS

A. The parties to this Activity Agreement, together with certain other local agencies, have entered into an amended and restated Joint Exercise of Powers Agreement-San Luis & Delta-Mendota Water Authority dated January 1, 1992 (“**JPA Agreement**”), by and among the parties indicated therein, establishing the Water Authority for the purpose of exercising the common powers of the members, including those powers described in this Activity Agreement.

B. The Activity Agreement Members are each empowered, among other powers, to provide water service to lands within their boundaries for irrigation, municipal, and/or industrial use; to contract with the United States, the State and other public agencies, and mutual water companies and other private parties for such purposes; to control the quality of water accepted into their respective systems; to transfer water and to purchase water in order to maximize the efficient, beneficial use of the water supplies available; and to adopt rules and regulations necessary to the exercise of such powers.

C. The Activity Agreement Members have each entered into contracts with the United States for water service from the Central Valley Project (“**CVP**”) for irrigation and/or municipal and industrial (“**M&I**”) purposes within their respective jurisdictional areas and receive water conveyed through the Delta-Mendota Canal, the San Luis Canal, and/or the Pacheco Pumping Plant and Tunnel.

D. Since 1992, the Activity Agreement Members in most years have received less than the full contract allocations provided for in their CVP repayment contracts because of hydrologic conditions and/or regulatory constraints, and the Bureau of Reclamation (“**Reclamation**”) has projected continued shortages of such allocations in the future.

E. Member agencies of the San Joaquin River Exchange Contractors Water Authority (“**Exchange Contractors**”) hold contracts for water from the United States that substitutes deliveries through the Delta-Mendota Canal for water from historical sources of surface water supplies and provides the Exchange Contractors with a highly reliable supply of water.

F. The Activity Agreement Members recognize the importance of water transfers to optimizing the use of the water supplies available from the CVP south of the Sacramento-San Joaquin River Delta and for stabilizing the quantity of water reliably available to them.

G. Together with Reclamation, the Exchange Contractors prepared the Water Transfer Program for the San Joaquin River Exchange Contractors Water Authority 2014-2038 Final Environmental Impact Statement/Environmental Impact Report dated January 2013, with the Record of Decision adopted by Reclamation on July 30, 2013 and the Environmental Impact Report certified by the Exchange Contractors on March 1, 2013 (the “**2013 EIS/EIR**”), analyzing the environmental effects of transfer of up to 150,000 acre-feet per year of water from the Exchange Contractors for refuge supplies; to CVP water service contractors within the Water Authority for irrigation and certain specified M&I uses; and to certain other CVP or State Water Project contractors.

H. Based upon and consistent with the analysis done in the 2013 EIS/EIR, the Exchange Contractors, the Water Authority, and Reclamation entered into the Agreement for the Acquisition of Water by the United States and San Luis & Delta-Mendota Water Authority from the San Joaquin River Exchange Contractors Water Authority, Agreement No. 19-WC-20-5476, for the period of the calendar years 2019 through 2023, which provided the terms and conditions for the sale and transfer by the Exchange Contractors, and for the purchase by Reclamation for refuge supply and by the Water Authority for irrigation and M&I uses, of up to 80,000 acre-feet per year of water for a period of five (5) years, implemented through successive one-year transfers.

I. Based upon and consistent with the analysis done in the 2013 EIS/EIR, the Exchange Contractors, the Water Authority, and Reclamation entered into the Agreement for the Acquisition of Water by the United States and San Luis & Delta-Mendota Water Authority from the San Joaquin River Exchange Contractors Water Authority, Agreement No. 24-WC-20-6200, for the period of the calendar years 2024 through 2025, which provided the terms and conditions for the sale and transfer by the Exchange Contractors, and for the purchase by Reclamation for

refuge supply and by the Water Authority for irrigation and M&I uses, of up to 80,000 acre-feet per year of water for a period of two (2) years, implemented through successive one-year transfers.

J. Based upon and consistent with the analysis done in the 2013 EIS/EIR, the Exchange Contractors, the Water Authority and Reclamation have developed the Agreement for the Acquisition of Water by the United States and the San Luis & Delta-Mendota Water Authority from the San Joaquin River Exchange Contractors Water Authority, Agreement No. 26-WC-20-XXXX, for the period of the calendar years 2026 through 2038 ("**Exchange Contractors 2026-2038 Transfers Agreement**" or "**Transfers Agreement**"), which provides the terms and conditions for the sale and transfer by the Exchange Contractors, and for the purchase by Reclamation for refuge supply and by the Water Authority for irrigation and M&I uses, of up to 80,000 acre-feet per year of water for a period of thirteen (13) years, to be implemented through successive one-year transfers.

K. Water transfers commenced beginning in 2026 within the Exchange Contractors' approved range of potential transfers and covered by the 2013 EIS/EIR arranged by the Water Authority for the benefit of the Activity Agreement Members will be administered according to the terms of this Activity Agreement and consistent with the provisions of the Transfers Agreement.

L. Each of the parties to this Activity Agreement desires to participate in the benefits and is willing to incur the obligations of the Transfers Agreement, through the joint exercise of their common powers under this Activity Agreement.

M. Nothing in this agreement restricts Activity Agreement Members from pursuing water transfers that are not covered by the Exchange Contractors' approved range of potential transfers, the 2013 EIS/EIR, or this Activity Agreement.

N. The Water Authority and each of the Activity Agreement Members have shared, and continue to share, a common interest in sharing information and resources reasonably necessary to accomplish the purpose of this Activity Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the true and correct facts recited above, and of the covenants, terms, and conditions set forth herein, the Activity Agreement Members and the Water Authority agree as follows:

2. **DEFINITIONS**

A. “**Activity Agreement**” or “**Agreement**” shall mean this Exchange Contractors 2026-2038 Transfers Activity Agreement.

B. “**Activity Agreement Expenses**” shall mean all expenses directly incurred by the Water Authority in order to implement this Activity Agreement, together with a share of “Water Authority Administration Costs” allocable to members of this Activity Agreement; “Activity Agreement Expenses” expressly includes, but is not limited to, costs and fees associated with developing, implementing, maintaining, amending or terminating this Activity Agreement and all costs incurred by the Water Authority in pursuing, negotiating, defending litigation, holding third parties harmless or administering the Transfers Agreement.

C. “**Activity Agreement Member**” shall mean a member of the Water Authority who is signatory to this Activity Agreement. The Activity Agreement Members are listed on Exhibit “A” attached hereto, as updated by agreement of the Activity Agreement Members from time to time; such updated Exhibit “A” shall be attached hereto and replace all prior versions of Exhibit “A”.

D. “**Administration Agreements**” shall mean those certain agreements between the Water Authority and Activity Agreement Members for the undertaking of activities and sharing of costs and benefits pursuant to Sections 22 and 23 of the JPA Agreement.

E. “**Board of Directors**” shall mean the Board of Directors of the San Luis & Delta-Mendota Water Authority.

F. “**Exchange Contractors**” shall mean the San Joaquin River Exchange Contractors Water Authority.

G. “**Exchange Contractors 2026-2038 Transfers Agreement**” or “**Transfers Agreement**” shall mean that certain Agreement for the Acquisition of Water by the United States and the San Luis & Delta-Mendota Water Authority from the San Joaquin River Exchange Contractors Water Authority for the period of the calendar years 2026 through 2038. The price for Transfer Water as set forth in the Transfers Agreement is attached hereto as Exhibit “E”.

H. “**Exchange Contractors 2026-2038 Transfers**” shall mean the Water Authority activities under this Activity Agreement to implement one-year transfers between the Water Authority and the Exchange Contractors under the Transfers Agreement.

I. **“Fiscal Year”** shall mean the Water Authority’s March 1 through February 28/29 fiscal year.

J. **“Irrigation Users”** shall mean the Activity Agreement Members who commit to acquire Transfer Water for irrigation uses during the term of this Activity Agreement.

K. **“JPA Agreement”** shall mean that certain Second Amended and Restated Joint Exercise of Powers Agreement dated July 8, 2024, establishing the Water Authority, as it may be amended or restated over time.

L. **“M&I Users”** shall mean the Activity Agreement Members that may acquire Transfer Water for M&I use during a specific Year.

M. **“Transfer Water”** shall mean the water provided for transfer by the Exchange Contractors each Year pursuant to the Exchange Contractors 2026-2038 Transfers Agreement.

N. **“Water Authority”** shall mean the San Luis & Delta-Mendota Water Authority.

O. **“Water Authority Administration Costs”** shall mean Water Authority general administration expenses, including rent and other occupancy charges, acquisition costs of office furniture and equipment, including telephone, telecopy, photocopy, cost of cars and other vehicles, insurance premiums salaries and wages of employees including payment in connection with retirement programs and other benefit programs, fees of creditors, lawyers, engineers, and other consultants, travel, telephone, telecopy, and photocopy expenses, and any other general administrative expenses, a percentage of which will be allocated to this Activity Agreement by the Water Authority.

P. **“Year”** shall mean a calendar year.

Q. All other capitalized terms used herein shall have the meaning ascribed to them in this Activity Agreement, and capitalized terms in the Exchange Contractors 2026-2038 Transfers Agreement shall have the meanings ascribed to them in that agreement; provided, that in the event of any conflicts, the terms of this Activity Agreement will prevail to determine such meanings.

3. PURPOSE OF AGREEMENT

A. The purpose of this Activity Agreement is to allow, through the joint exercise of some or all of the common powers of the Activity Agreement Members described in the Recitals above, as appropriate, the Activity Agreement Members to participate in the Exchange Contractors 2026-2038 Transfers to obtain the benefits, and to share the obligations of the Transfers Agreement under the terms set forth herein.

B. The parties acknowledge and agree that the Water Authority's role in this Activity Agreement is to: (1) provide the umbrella joint powers agreement pursuant to which the parties may exercise their common powers and to provide services at the expense of the Activity Agreement Members; (2) act as agent for the Activity Agreement Members in order to negotiate and implement the Transfers Agreement with the Exchange Contractors for and on behalf of the Activity Agreement Members; and (3) provide administrative services relating to acquiring Transfer Water, including, but not limited to, providing notices, calculating water allocations, providing advance funding for Transfer Water, and providing billing services to the Activity Agreement Members during the term hereof.

4. ORGANIZATION

The business of this Activity Agreement will be conducted by the Water Authority at large and therefore governed by the Board of Directors. However, it is recognized that at some time in the future the Activity Agreement Members may wish to form a separate body specifically for the purpose of directing the business of the Activity Agreement. Within twenty-four (24) months of the Effective Date, the Activity Agreement Members will evaluate whether to facilitate the formation of an Activity Agreement steering committee. Upon unanimous agreement among the Activity Agreement Members, the Board of Directors will consider establishing the organizational structure proposed by the Activity Agreement Members, which will be described in an amendment to this Activity Agreement, and that organizational structure may then serve as the governing body for this Activity Agreement.

5. POWERS RESERVED TO BOARD OF DIRECTORS AND LIMITATIONS THEREON

A. The Board of Directors will have ultimate approval authority over all Activity Agreement annual budgets based upon the recommendation of staff and approval of the Activity Agreement Members; provided, the Board of Directors may only alter an Activity Agreement annual budget in a manner consistent with the Activity Agreement Members' recommendation.

B. The Board of Directors will have the right, upon recommendation of or in consultation with staff and the approval of Activity Agreement Members, to approve all amendments to this Activity Agreement, including any amendment terminating the Activity Agreement.

C. The Board of Directors will have the right, upon the recommendation of or in consultation with staff, and the approval of the Activity Agreement Members, to act on any claims and to make decisions concerning the prosecution of, defense of, or other participation in actions or proceedings at law brought against the Water Authority arising from this Activity Agreement; provided if that action is taken at the request of the Activity Agreement Members then the costs for such action will be borne by the Activity Agreement Members.

D. The Board of Directors delegates to staff the power to conduct the activities described in this Activity Agreement pursuant to the terms of this Activity Agreement, without the required approval of the Board of Directors except as specifically provided in this Section 5. This delegation will specifically include, but not be limited to, the power to enter into contracts within approved Activity Agreement budgets.

6. ACCOUNTABILITY, REPORTS, AND AUDITS

A. Full books and accounts for this Activity Agreement will be maintained by the Water Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for public entities. The books and records will be open to inspection by Activity Agreement Members at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

B. There will be strict accountability of all funds deposited on behalf of the Activity Agreement with the Water Authority. The Treasurer of the Water Authority, directly or acting through its Accounting Department, will provide regular reports of Activity Agreement accounts. Funds of the Activity Agreement will be subject to audit by the official auditor of the Water Authority. An Activity Agreement Member may request an independent audit of the Activity Agreement funds; such audit will be conducted at the expense of the requesting Activity Agreement Member.

7. AUTHORIZATION TO ALLOCATE ACTIVITY AGREEMENT EXPENSES

A. Each member of the Water Authority has entered into an Administration Agreement which authorizes agreement(s) by and among the Water Authority and any of its members or other entities (including Friends of the Water Authority) to provide for undertaking and sharing costs and benefits of any authorized activity of the Water Authority.

B. The Water Authority and the Activity Agreement Members agree that all Activity Agreement Expenses, including Water Authority Administration Costs, incurred by the Water Authority under this Activity Agreement are the expenses of the Activity Agreement Members, and not of the Water Authority, and will be paid by the Activity Agreement Members. The Activity Agreement Members agree that the Board of Directors is authorized to allocate a share of Water Authority Administration Costs as part of the Activity Agreement Expenses to cover the cost to the Water Authority of administering this Activity Agreement.

C. The Activity Agreement Members agree that the costs of Transfer Water are the expenses of the Activity Agreement Members and not of non-participating Activity Agreement Members or of the Water Authority; each Activity Agreement Member shall be bound to accept and pay for the actual costs of such Activity Agreement Member's allocated share of Transfer Water as set forth in Section 9 of this Activity Agreement.

8. SCHEDULING

The Water Authority, in consultation with the Exchange Contractors, Reclamation and the Activity Agreement Members, will develop a process for the scheduling of the water allocated that will be subject to modification from time to time by agreement of the parties, without formal amendment of this Agreement being required.

9. PURCHASE OBLIGATION AND PROCESS FOR ALLOCATING WATER FOR M&I USERS AND FOR IRRIGATION USERS FOR EACH YEAR

During the term of the Exchange Contractors 2026-2038 Transfers Agreement, the Activity Agreement Members shall be obligated to purchase all water made available to the Water Authority as set forth in the Exchange Contractors 2026-2038 Transfers Agreement. The Water Authority shall allocate the Transfer Water among Irrigation Users and M&I Users as set forth in this Section 9.

A. Allocation for Irrigation Users. The allocation for Irrigation Users shall be the maximum quantity designated for Irrigation on Exhibit "B" plus (1) any allocation for M&I Users not accepted by M&I Users during such Year, and (2) any portion of Reclamation's allocation for such Year that Reclamation cannot purchase in accordance with Sections 5(f) and 5(h) of the Transfers Agreement, as summarized in Section 9.C. of this Activity Agreement. The Water Authority shall sub-allocate the quantity of Transfer Water made available for Irrigation Users

among Irrigation Users based on each Irrigation User's CVP water supply contract quantity for irrigation as of the date hereof, as agreed by the parties and set forth on Exhibit "D" attached hereto.

B. Notice and Allocation for M&I Users. Beginning on February 15, 2026 for the 2026 Year, and thereafter on or around each February 15, promptly upon receipt of notice from the Exchange Contractors, the Water Authority shall notify the M&I Users of the quantity of Transfer Water, up to 5,000 acre-feet, available for M&I use. The M&I Users must notify the Water Authority in writing of each Year of the quantity of Transfer Water they desire to acquire for M&I use for the forthcoming Year. The Water Authority shall notify the Exchange Contractors in writing on or before April 1 of each Year of the amount of Transfer Water for M&I Users that the Water Authority wishes to purchase for that Year as described in Section 4.b.i of the Transfers Agreement. The Water Authority shall provide further notice to the Exchange Contractors in writing on or before May 1 of each Year of the final quantity of Transfer Water for M&I Users that the Water Authority wishes to purchase for that Year as described in Section 4.b.ii of the Transfers Agreement.

1. The Water Authority shall sub-allocate Transfer Water made available by the Exchange Contractors for M&I Users in any Year as follows:

a. If the Transfer Water made available for M&I Users during a particular Year is adequate to cover all of the Transfer Water requested by the M&I Users pursuant to Section 9.B. above for that Year, the Water Authority shall allocate the Transfer Water made available for M&I Users as set forth in Exhibit "C", or any other allocation mutually agreed to by these M&I contractors.

b. If the Transfer Water made available for M&I Users during a particular Year is inadequate to cover the combined quantities of Transfer Water requested by the M&I Users pursuant to Section 9.B. above, the Water Authority shall allocate the available M&I water based on the allocation set forth in Exhibit "C". If any participating M&I User chooses not to take its allocation, that portion of the M&I water shall be allocated to the remaining participating M&I Users based on their proportional share of their M&I historic use, or upon any other allocation mutually agreed upon by the M&I Users.

2. In the event Transfer Water is reduced under any applicable provision of the Transfers Agreement, the allocation for M&I Users will be reduced proportionately from 5,000

acre-feet and the available allocation will be sub-allocated between M&I Users as provided in Section 9.B.1.b. above.

C. Reclamation's Allocation, Election Not to Purchase, and Water Authority Obligation to Purchase in Certain Years.

1. Reclamation shall have the right to purchase for refuge supply purposes in each Year up to the maximum allocation for Reclamation set forth in Exhibit "B" determined in reference to the corresponding CVP South-of-Delta Contract Allocation for Irrigation for such Year, on the same terms and conditions as set forth in the Transfers Agreement. The allocation set forth in Exhibit "B" shall be reviewed and may be modified pursuant to and as described in Section 5 of the Transfers Agreement; if so modified, a revised Exhibit "B" reflecting the new allocation shall be incorporated herein without requiring the process set forth in Section 16.A. of this Agreement.

2. Under Section 5(f) of the Transfers Agreement, Reclamation may be unable to purchase all of its allocation of Transfer Water during such Year. In any Year in which Reclamation cannot purchase all or part of its Transfer Water allocation the allocation for the Water Authority shall be increased proportionately, and the Water Authority agrees to purchase such water at the rates set forth in the Transfers Agreement.

3. In the event Section 5(f) and Section 5(h) of the Transfers Agreement is triggered and the Water Authority's allocation is modified, the resulting total volume of Transfer Water allocated to the Water Authority shall be allocated to the Irrigation Users Users in accordance with Exhibit "D".

D. Notice of Allocation. The Water Authority will promptly calculate the respective allocations of Transfer Water for Irrigation Users and M&I Users pursuant to the terms of the Transfers Agreement and this Agreement and shall notify the Activity Agreement Members of the amount of their respective allocations for the respective Water Year.

E. Reallocation. An Activity Agreement Member may obtain the written agreement of any other Activity Agreement Member(s) to accept its allocated share of Transfer Water, or a portion thereof, and the obligations under this Activity Agreement of the Activity Agreement Member arranging such substitution.

F. Reallocation to WWD. By May 20 of each Year, each Activity Agreement Member wishing to reallocate all or some portion of the Transfer Water allocated to it under this Activity

Agreement for such Year to WWD shall provide written notice to WWD and the Water Authority of the quantity to be reallocated. Each Activity Agreement Member providing such notice hereby agrees that the quantity specified in the reallocation notice shall be delivered to WWD, and WWD agrees to accept and purchase such reallocated quantity in accordance with the terms of this Activity Agreement and the Transfers Agreement and to relieve each Activity Agreement Member providing such notice of its respective obligation to purchase the reallocated quantity for such Year. Nothing in this Section 9.F. precludes an Activity Agreement Member from reallocating all or some portion of the Transfer Water allocated to it under this Activity Agreement to any Activity Agreement Member(s) pursuant to Section 9.E.

10. PAYMENT FOR ACTIVITY AGREEMENT EXPENSES AND FOR TRANSFER COSTS

A. The Water Authority, in consultation with the Activity Agreement Members, will develop a process for payment of costs and timing of payments based on the principles set forth below in this Section 10.

B. The Water Authority will bill each Activity Agreement Member periodically for their allocated share of Activity Agreement Expenses; such allocated share will be based on the percentage set forth in Exhibit D, and payment will be due within 30 days of the date of the invoice.

C. Pursuant to Section 4(d) of the Transfers Agreement, the Exchange Contractors will invoice the Water Authority for the cost of Transfer Water at the price set forth in Exhibit “E” subsequent to the last day of each month during which the Exchange Contractors have made Transfer Water available to the Water Authority. As soon as the Water Authority receives the invoice and verifies the deliveries to the Activity Agreement Members during such period, the Water Authority shall bill the Activity Agreement Members. The Activity Agreement Members shall remit payment upon receipt of the Water Authority’s invoice, so that the Water Authority can timely pay the Exchange Contractors.

D. The price set forth in Exhibit “E” shall be reviewed and may be modified pursuant to and as described in Section 2 of the Transfers Agreement; if so modified, a revised Exhibit “E” reflecting the new price shall be incorporated herein without requiring the process set forth in Section 16.A. of this Agreement.

E. In addition to the cost of Transfer Water payable to the Exchange Contractors, each Activity Agreement Member hereby agrees to pay to Reclamation and the Water Authority those costs for Transfer Water described in Section 4(c) of the Transfers Agreement.

F. Each Activity Agreement Member hereby agrees to pay to the Water Authority any and all costs incurred by the Water Authority on account of such Activity Agreement Member's participation in and obligations under the Transfers Agreement, including but not limited to: (1) interest on late payments as provided in Section (4)(d) of the Transfers Agreement; (2) reimbursement of foregone interest on Water Authority accounts, if any; and (3) any other costs incurred by the Water Authority because of such Activity Agreement Member's late payment.

G. Each Activity Agreement Member shall be bound to accept and pay for the costs of such Member's allocated share of Transfer Water, except for the Transfer Water such Member reallocates pursuant to Sections 9.E. and 9.F. of this Agreement. The Water Authority shall have no responsibility to track changes in allocations or in payment obligations resulting from reallocations made pursuant to Sections 9.E. or 9.F. of this Agreement until it receives a copy of the writing or notice memorializing the allocation adjustment.

H. Within sixty (60) days following the end of each Fiscal Year during the term of this Activity Agreement, the Water Authority will compare the total payments made by each Activity Agreement Member during the year to the total annual amount due from each Activity Agreement Member. The amount due will be calculated by applying the total annual Activity Agreement Expenses including Transfer Water costs to a percentage that is based on each Activity Agreement Member's amount of Transfer Water in acre-feet purchased under this Agreement divided by the total amount of Transfer Water in acre-feet purchased by all Activity Agreement Members under this agreement. However, if there are no transfers in a Fiscal Year, the allocation as described in Section 10.B. shall apply. Immediately following such calculation, the Water Authority will provide notice of credits or bills for additional charges to the Activity Agreement Members. Each Activity Agreement Member may elect to obtain refunds or to apply any credit balance and will remit payment of bills for additional amounts within thirty (30) days.

I. Each Activity Agreement Member agrees to hold harmless the Water Authority, all other Activity Agreement Members, and all Water Authority members who are not participants in the Activity Agreement from obligations incurred by the Water Authority in order to acquire the

Activity Agreement Member's respective share of the water transferred from the Exchange Contractors pursuant to this Activity Agreement.

11. SOURCE OF PAYMENTS

Each Activity Agreement Member agrees that it will, at all times, have sufficient money to meet its obligations hereunder and under the JPA Agreement. Each Activity Agreement Member hereby confirms that the Water Authority and other Activity Agreement Members are third party beneficiaries of such Activity Agreement Member's obligations under this Activity Agreement and may take such actions in law or in equity to enforce payments hereunder.

12. INDEMNIFICATION OF AUTHORITY MEMBERS WHO DO NOT PARTICIPATE IN THIS AGREEMENT

The Activity Agreement Members shall hold the Water Authority and each of its members who is not an Activity Agreement Member, free and harmless from and indemnify each of them against any and all costs, losses, damages, claims, and liabilities arising from this Activity Agreement. This indemnification obligation includes the obligation of the Activity Agreement Members to defend the Water Authority, and all members of the Water Authority which are not participants in the Activity Agreement, at the sole expense of the Activity Agreement Members, in any action or proceeding brought against the Water Authority or any of its members not participating in the Activity Agreement to recover any such costs, losses, damages, claims, or liabilities arising from this Activity Agreement.

13. TERM

A. This Activity Agreement shall take effect on February 1, 2026 ("**Effective Date**"), assuming execution by the Water Authority and at least two (2) Water Authority members prior to that date, and will be retroactive for costs incurred negotiating and developing the Transfers Agreement and this Activity Agreement and will remain in full force and effect through the term of the Exchange Contractors 2026-2038 Transfers Agreement, or until all obligations arising under this Activity Agreement and the Transfers Agreement have been satisfied, whichever comes later.

B. In the event the Exchange Contractors 2026-2038 Transfers Agreement does not take effect or is rescinded or terminated prior to December 31, 2038, this Activity Agreement shall likewise terminate upon all Activity Agreement Members satisfying all obligations, including all payment obligations, arising under this Activity Agreement.

C. This Activity Agreement may be extended without formal amendment being required in the event of any renewal or extension of the Exchange Contractors 2026-2038 Transfers Agreement for an additional Year or Years, by attaching a new Exhibit “B” to this Activity Agreement setting forth any revised quantities or allocations among Reclamation, Irrigation Users, and M&I Users.

14. WITHDRAWAL FROM FURTHER PARTICIPATION

A. Withdrawal. An Activity Agreement Member may withdraw from this Agreement at any time by obtaining the agreement of one or more other Activity Agreement Members to fully assume the benefits and the obligations pertaining to the withdrawing Activity Agreement Member and by satisfying the process and requirements set forth in this Section 14.

B. Notice and Effective Date. An Activity Agreement Member may withdraw from this Activity Agreement at any time by providing written notice to the Water Authority and the other Activity Agreement Members. The withdrawal shall be effective thirty (30) days after sending the written notice.

C. Payment of Obligations. Withdrawal is conditioned upon the withdrawing Activity Agreement Member ensuring to the satisfaction of the other Activity Agreement Members that there are no adverse impacts to those members from the withdrawal. This may occur via the withdrawing Activity Agreement Member’s payment or agreement to pay its share of all debts, liabilities, and obligations of the Water Authority pursuant to this Activity Agreement and incurred prior to the effective date of such withdrawal. A withdrawing party shall, within thirty (30) days of the withdrawal date, pay all such Activity Agreement Member’s financial obligations incurred prior to such withdrawal date pursuant to the terms of this Activity Agreement or enter into an agreement acceptable to the Water Authority for continuing payment of such obligations until fully paid.

D. Rights Following Withdrawal. As of the withdrawal date, all rights of participation in this Activity Agreement shall cease for the withdrawing Activity Agreement Member.

E. Obligations Following Withdrawal. Withdrawal shall not excuse the withdrawing Activity Agreement Member’s performance of obligations imposed upon that party by any judgment which has been entered by a court of competent jurisdiction or regulation to which the Water Authority or the Activity Agreement Members are subject and that arise from or are related to activities of the Activity Agreement conducted during the period when the withdrawing Activity

Agreement Member participated in this Activity Agreement. Furthermore, the indemnification obligations set forth in Section 12 of this Activity Agreement shall survive a party's withdrawal from this Activity Agreement for activities under this Activity Agreement conducted during the period when the withdrawing Activity Agreement Member participated in this Activity Agreement.

15. ADMISSION OF NEW MEMBERS

After February 1, 2026, no additional members of the Water Authority may become participants of this Activity Agreement without the written consent of all of the other Activity Agreement Members and of the Board of Directors. The admission of any Activity Agreement Member pursuant to this section shall be documented by that new Activity Agreement Member signing this Activity Agreement. Upon admission of a new Activity Agreement Member, the parties shall agree to the participation percentage of such new Activity Agreement Member, to be documented in an amendment to this Activity Agreement and Exhibit "B" to this Activity Agreement.

16. MISCELLANEOUS

A. Amendments. Except for an extension provision as described in Section 13 and incorporation of revised exhibits as described in Section 9.C.1 and Section 10.D, this Activity Agreement may only be amended in writing executed by the parties hereto.

B. Assignment; Binding on Successors. Except as otherwise provided in this Activity Agreement, the rights and duties of the Activity Agreement Member may not be assigned or delegated without the written consent of the Water Authority. Any attempt to assign or delegate such rights or duties in contravention of this Activity Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Water Authority then in effect. This Activity Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Water Authority and the Activity Agreement Members.

C. Counterparts. This Activity Agreement may be executed by the Water Authority and the Activity Agreement Members in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and

the same instrument. This Agreement, if executed in counterparts, will be valid and binding on a party as if fully executed as on one original.

D. Choice of Law. This Activity Agreement shall be governed by the laws of the State of California.

E. Severability. If one or more clauses, sentences, paragraphs or provisions of this Activity Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Activity Agreement Members and the Water Authority that the remainder of the Activity Agreement shall not be affected thereby.

F. Headings. The titles of sections of this Activity Agreement are for convenience only and no presumption or implication of the intent of the parties as to the construction of this Activity Agreement shall be drawn therefrom.

G. Reasonable Cooperation. Activity Agreement Members will reasonably cooperate with each other and the Water Authority to perform the obligations under this Activity Agreement, assist the Water Authority, when necessary, in carrying out its obligations under any and all of the water transfer agreements contemplated herein, and to carry out the purpose and intent of this Agreement.

IN WITNESS WHEREOF, the Members and the Water Authority have executed this Activity Agreement as of the date appearing next to their respective signature lines:

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

**EXCHANGE CONTRACTORS 2026-2038 TRANSFERS
ACTIVITY AGREEMENT MEMBERS**

- 1)
- 2)
- 3)
- 4)
- 5)
- 6)
- 7)
- 8)

EXHIBIT B

ALLOCATION FOR 2026-2030 AMONG RECLAMATION, IRRIGATION USERS, AND M&I USERS BASED ON CVP SOUTH-OF-DELTA CONTRACT ALLOCATON FOR IRRIGATION

SOD Ag Allocation (%)	Reclamation (AF)	SLDMWA (AF)	Total (AF)
0	12,000	68,000	80,000
5	12,000	68,000	80,000
10	12,000	68,000	80,000
15	13,000	67,000	80,000
20	14,000	66,000	80,000
25	15,000	65,000	80,000
30	15,000	65,000	80,000
35	16,000	64,000	80,000
40	17,000	63,000	80,000
45	17,000	63,000	80,000
50	20,000	60,000	80,000
55	21,000	59,000	80,000
60	32,500	47,500	80,000
65	37,000	43,000	80,000
70	40,000	40,000	80,000
75	40,000	40,000	80,000
80	50,000	30,000	80,000
85	50,000	30,000	80,000
90	50,000	30,000	80,000
95	45,000	35,000	80,000
100	45,000	35,000	80,000

*5,000 acre-feet of option water is available for M&I per Section 9.

*The allocation set forth in this Exhibit "B" is subject to Section 5 of the Transfers Agreement.

EXHIBIT C

M&I USERS' CONTRACT QUANTITY/ALLOCATION PERCENT

M&I User	Allocation Percentage (%)	Contract Quantity (AF)

EXHIBIT D

IRRIGATION USERS' CONTRACT QUANTITY/ALLOCATION PERCENT

Participants	Contract Quantity (AF)	Allocation Percentage (%)

EXHIBIT E

EXCHANGE CONTRACTORS 2026-2038 TRANSFERS AGREEMENT PRICE SCHEDULE

AGRICULTURE, REFUGE, AND M&I PRICE SCHEDULE		
CVP SOD AG Allocation	2026	2027 through 2038
0% to 25%	\$650	2026 pricing escalated by 3% annually.
26% to 50%	\$425	
51% to 75%	\$285	
76% to 100%	\$110	
The pricing schedule is subject to the provision of Section 2: Term of this agreement.		

*The pricing schedule set forth in this Exhibit "E" is subject to Section 2 of the Transfers Agreement.

**San Benito County Water District
Agenda Transmittal**

Agenda Item:

8

Meeting Date: December 17, 2025

Submitted By: David Macdonald

Presented By: David Macdonald

Agenda Title: Consider Approval of an Expenditure Not to Exceed \$1,047,827, for the District's Share of Costs Associated with the Sunnyslope County Water District Small Water Agency Consolidation Project

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 Estates Mutual Water Company, Best Road Mutual Water Company, Stonegate, and Tres Pinos Water District.

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 approved an agreement with Sunnyslope to reimburse them for costs incurred for the installation of the District's new pipeline; Sunnyslope will approve this agreement at their December 16, 2025 Board meeting. 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.

Discussion:

On November 20, 2025, Sunnyslope County Water District received 7 bids for the Small Water Agency Consolidation Project. The lowest and most competitive bid was from Katch Environmental, Inc. for \$13,163,935.33. The portion of this contract for installation of the District's 3,526 linear feet of new 18-inch HDPE pipe amounts to \$952,570. See below for list of bids and District portions.

	<u>Contractor</u>	<u>Bid Amount</u>	<u>District Cost</u>
1.	Katch Environmental	\$13,161,935.33	\$952,570.00
2.	Cratus, Inc.	\$14,615,150.00	\$1,639,200.00
3.	Mountain Cascade	\$14,641,270.00	\$1,125,020.00
4.	MPE	\$14,735,497.00	\$1,044,136.00
5.	Ranger Pipelines	\$16,895,060.00	\$1,525,400.00
6.	Garney	\$16,925,615.00	\$1,041,240.00
7.	Sanco Pipelines	\$18,865,230.00	\$3,071,146.00

The District cost with a 10% contingency would be \$1,047,827 which is well below the Engineer's Estimate of \$1,428,438 and within the expected range of costs for this project. Sunnyslope has determined that Katch Environmental met all requirements and has accepted the bid and will award them the contract.

Prior Committee or Board Action:

November 19, 2025 Regular Board Meeting

December 9, 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. Bid Schedule

Recommendation: Staff and the Committee recommend the Board approve an expenditure in an amount Not to Exceed \$1,047,827 for the District's share of costs associated with the Sunnyslope County Water District Small Water Agency Consolidation Project.

Action Required: Resolution X Motion Review

Board Action

Resolution No. _____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

BOARD AGENDA MEMO

DATE: December 9, 2025


TO: Board of Directors

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

SUBJECT: Committee Recommending the Board Approve an Expenditure Not to Exceed \$1,047,827, for the District's Share of Costs Associated with the Sunnyslope County Water District Small Water Agency Consolidation Project

The Zone 6 Water Supply and Operations Committee met on December 9, 2025 and staff reviewed the information on the District's share of costs associated with the Sunnyslope County Water District Small Water Agency Consolidation Project.

The Zone 6 Water Supply and Operations Committee is recommending the Board Approve an Expenditure Not to Exceed \$1,047,827, for the District's Share of Costs Associated with the Sunnyslope County Water District Small Water Agency 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
Doug Williams, President

Date: 11/19/25

Attest:

Barbara Mauro
Barbara Mauro, Secretary of the Board

Date: 11/19/25

APPROVED AS TO LEGAL FORM:

District Counsel

Jeremy Lien
Jeremy Lien, Counsel

Date: 11/19/25

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: _____

BID FORM

Project Identification: Small Water Agency Consolidation Project

This Bid is Submitted To:

Sunnyslope County Water District
3570 Airline Highway
Hollister, CA 95023

The Engineer is:

Zach Markow, PE C92952
Wallace Group
(805) 544 – 4011
zachm@wallacegroup.us

Article 1

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

Article 2

Bidder accepts all the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of the Owner's Notice of Award.

Article 3

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

- (a) Bidder has examined copies of all the Bidding Documents.
- (b) Bidder has examined copies of the following Addenda (receipt of which is hereby acknowledged):

Date	Addenda Number
<u>1</u>	<u>November 11, 2025</u>
<u>2</u>	<u>November 14, 2025</u>
<u>3</u>	<u>November 17, 2025</u>

(c) Bidder has familiarized itself with the nature and extent of the Contract Documents, Work, site locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.

(d) Bidder has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which are identified in Document Number 00200, Information Available to Bidders.

(e) Bidder has read and accepts the provisions in General Conditions Article 5 identifying the Contractor's responsibility:

- a) for using care in making excavations and in doing demolition,
- b) for damage to existing utilities and underground facilities and for loss of use
- c) for the protection of workers and others from known and unknown or concealed hazards.

(f) Bidder has read and accepts the provisions in General Conditions Article 5 which identifies the limited conditions under which the Contractor may be entitled to a change in Contract Time or Price due to differing or unknown conditions.

(g) Bidder has visited the site and has reviewed the Bidding Documents and the Information Available to Bidders and it has made any other investigations, explorations or tests and has obtained any other data it considers necessary for preparation of its Bid.

Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the Contract Documents and Bidder has read and understands provisions in the General Conditions relevant to differing and unknown conditions.

(h) Bidder has given Engineer written notice of conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder.

(i) Bidder has read, studied and understands the entire set of Bidding Documents including the Construction Drawings, Specifications and General Conditions and finds them fit and sufficient for the purpose of preparing its Bid and constructing the Work required.

(j) Bidder represents that its Bid is based on providing all of the material, labor, equipment and services necessary to complete the Work as specified and shown in the Contract Documents.

Article 4

Requirements for California Public Works Contracts.

(a) **DECLARATION OF LICENSE STATUS.** The Bidder declares that it possesses a valid State of California Class A - General Engineering Contractor's license at the time of

submitting this Bid. Bidder shall state its license number, classification and expiration date on its Bid Form Article 9.

(b) **PREVAILING WAGE RATES.** The undersigned agrees that, if awarded the Contract, the undersigned and all of its subcontractors shall pay all laborers, workers, and mechanics employed in the performance of such Contract, or any subcontract thereunder, not less than the general prevailing rate of per diem wages and rates for overtime and legal holidays in the locality in which the work is to be performed, as ascertained and determined, by the statutes and regulations applicable thereto.

(c) **NONCOLLUSION AFFIDAVIT.** In accordance with Public Contract Code Section 7106, Bidders are required to execute and submit with their Bid Document Number 00480 "Non-collusion Affidavit."

(d) **USE OF BID DEPOSITORIES.** The Bidder declares that it has not used subcontractors' bids from a bid depository that in any way attempts to restrict, control, influence or regulate free open price competition among subcontractors in the submission of their bids to prime Bidders.

(e) **SECURITY FOR COMPENSATION CERTIFICATE.** Bidders are required to execute and submit with their Bid Document SECURITY FOR COMPENSATION CERTIFICATE.

Article 5

Bidder will complete the Work for the price(s) included in the Bid Schedule below:

Article 6

(a) Bidder agrees that the Work will be finally complete and ready for acceptance and final payment on or before the dates or within the number of calendar days indicated in the Agreement.

(b) Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

(c) Bidder accepts the Limitation of Liability Clause contained in the Agreement.

Article 7

The following documents are attached to and made a condition of this Bid:

- a) Bid Form
- b) Required Bid Security in the form of a bid bond
- c) Designation of Equipment or Material Manufacturers
- d) Security for Compensation Certificate
- e) Certificate of Insurance Compliance
- f) Bidder's References
- g) Bidder's Qualifications
- h) Subcontractor List
- i) Non-collusion Affidavit
- j) Iran Contracting Act Certification
- k) Economic Sanctions against Russia Certification

Article 8

Communications concerning this Bid shall be addressed to:

Rob Hillebrecht, Principal Engineer, Sunnyslope County Water District

rob@sunnslopewater.org

Article 9

The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

Bidder declares that it does possess a contractor's license of the required classification, valid in the appropriate jurisdiction at the time of submitting this bid.

Contractor's license number: 933096

License classification: A,B,C39, C22,C21,C57, C31,HAZ, & ASB

License expiration date: 11/30/27

If Bidder is:
An Individual

By: (SEAL)

Individual's Name:

NOT APPLICABLE

Signature:

Date:

Doing business as:

Business Address:

Telephone Number:

DIR Registration Number:

If Bidder is:
A Partnership

By: (SEAL)

Firm Name: NOT APPLICABLE

Business Address: _____

Telephone No: _____

DIR Registration Number: _____

General Partner Name: _____

Signature: _____

Title: _____

Date: _____

If Bidder is:
A Corporation

By: (SEAL)

Corporation's Name: KATCH ENVIRONMENTAL, INC. DBA KATCH GENERAL

State of Incorporation: CALIFORNIA

Business Address: 929 L STREET, FRESNO, CA 93721

Telephone No: (559) 292-6653

DIR Registration Number: 1000010211

By:

Name of Person Authorized to Sign: PAUL KATCHADOURIAN

Signature: 

Title: PRESIDENT

Date: 11/19/25

Attest:

Secretary Name: PAUL KATCHADOURIAN

Secretary Signature: 

Date: 11/19/25

SUNNYSLOPE COUNTY WATER DISTRICT

SMALL WATER AGENCY CONSOLIDATION PROJECT

CA DEPARTMENT OF WATER RESOURCES AGREEMENT #4600015432

URBAN COMMUNITY DROUGHT RELIEF GRANT

BID SCHEDULE

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	Circle OT/HDD
GENERAL CONSTRUCTION						
1	Mobilization and Demobilization	1	LS	625,848.30	625,848.30	
2	Construction Survey	1	LS	40,875	40,875	
3	Erosion, Sediment, and Water Pollution Control/SWPPP	1	LS	125,000	125,000	
4	Traffic Control	1	LS	1,024,094	1,024,094	
5	Sheeting, Shoring, and Bracing	1	LS	275,000	275,000	
GENERAL CONSTRUCTION SUB-TOTAL:						
SEGMENT A						
6	Connection to Existing Water Main at Sta A10+00	1	LS	75,000	75,000	
7	Connection to Existing Water Main at Sta A36+53	1	LS	75,000	75,000	
8	12" DR 11 HDPE Water Main, Open Trench (Sta A10+00 to A22+78)	1,278	LF	190.00	230,040	
9	12" DR 11 HDPE Water Main, HDD (Sta A22+78 to A36+54)	1,376	LF	195.00	268,320	
SEGMENT A SUB-TOTAL:						
SEGMENT B - FAIRVIEW CORNERS						
10	Clearing and Grubbing	1	LS	37,000	37,000	
10.1	ESA Fencing	1	LS	37,625	37,625	
11	Fairview Corners Site Grading	1	LS	92,000	92,000	
12	Connection to Existing Water Main at Sta FC23+07	1	LS	75,000	75,000	
13	12" DR 11 HDPE Water Main, Open Trench	2,850	LF	180.00	513,000	
SEGMENT B FAIRVIEW CORNERS SUB-TOTAL:						
744,625						

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	Circle OT/HDD
SEGMENT B and B.1						
14	Connection to Existing Water Main at Sta B12+66 & 6" DR 18 C900 PVC Water Main	1	LS	70,000	70,000	
15	Connection to Existing Water Main at Sta B33+68	1	LS	70,000	70,000	
16	Connection to Existing Water Main at Sta B62+54	1	LS	70,000	70,000	
17	Connection to Existing Water Main at Sta B.1 14+25	1	LS	70,000	70,000	
18	6" DR 11 HDPE Water Main, HDD (Sta B9+80 to B12+34)	286	LF	143.50	41,041	
19	12" DR 11 HDPE Water Main, HDD (Sta B9+80 to B12+34)	286	LF	143.50	41,041	
20/20HDD	12" DR 11 HDPE Water Main (Sta B12+34 to B49+96)	3,729	LF	195.00	727,155	OT/HDD
21	12" DR 11 HDPE Water Main, HDD (Sta B49+96 to B60+36)	1,040	LF	195.00	202,800	
22/22HDD	12" DR 11 HDPE Water Main (Sta B60+36 to B68+04)	769	LF	195.00	149,955	OT/HDD
23	8" DR 18 C900 PVC Water Main (Sta B.1 10+00 to 14+25)	425	LF	337.00	143,225	
24	Water Service Connections	10	EA	15000	150,000	
SEGMENT B AND B.1 SUB-TOTAL:					1,735,217	
SEGMENT C						
25	Connection to Existing Water Main at Sta C121+56	1	LS	70,000	70,000	
26/26HDD	12" DR 11 HDPE Water Main (Sta C10+00 to C17+72)	772	LF	195.00	150,840	OT/HDD
27	12" DR 11 HDPE Water Main, HDD (Sta C17+72 to C28+11)	1,042	LF	195.00	203,190	
28/28HDD	12" DR 11 HDPE Water Main (Sta C28+11 to C72+06)	4,395	LF	195.00	857,025	OT/HDD
29	12" DR 11 HDPE Water Main, Slip Line (Sta C72+06 to C107+28)	3,546	LF	195.00	691,470	
30/30HDD	12" DR 18 C900 PVC Water Main (Sta C107+28 to C121+56)	1,428	LF	212.86	303,908.09	OT/HDD
SEGMENT C SUB-TOTAL:					2,276,189.08	
SEGMENT C.1 - San Benito County Water District						
31	Connection to Existing Water Main at Sta C.1 10+00	1	LS	70,000	70,000	
32	Connection to Existing Water Main at Sta C.1 21+80 & 12" DR 18 C900 PVC Water Main	1	LS	125,000	125,000	
33	Connection to Existing Water Main at Sta C.1 45+26	1	LS	70,000	70,000	
34/34HDD	18" DR 11 HDPE Water Main (Sta C.1 10+00 to 45+26)	3,526	LF	195.00	687,570	OT/HDD
SEGMENT C.1 SBCWD SUB-TOTAL:					925,570	

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	Circle OT/HDD
SEGMENT D						
35	Connection to Existing Water Main at Station D40+43	1	LS	70,000	70,000	
36/36HDD	12" DR 11 HDPE Water Main (Sta 10+00 to 14+12, Sta 40+29 to 40+43)	412	LF	195.00	80,340	OT/HDD
36.1	12" DR 11 HDPE Water Main (on Stonegate Tank Site)	120	LF	212.86	25,543.20	
37	12" DR 11 HDPE Water Main, HDD (Sta 14+12 to 39+27)	2,515	LF	195.00	490,425	
38	12" DR 11 HDPE Water Main, Jack & Bore (Sta D39+27 to 40+29)	1	LS	423,362	423,362	
SEGMENT D SUB-TOTAL:					1,108,967.00	
SEGMENT E						
39	Connection to Existing Water Main at Station 10+00	1	LS	70,000	70,000	
40	Connection to Existing Water Main at Sta E16+64 & 4" DR 18 C900 PVC Water Main	1	LS	70,000	70,000	
41	Connection to Existing Water Main at Station 38+71 & 4" DR 18 C900 PVC Water Main	1	LS	95,000	95,000	
42	6" DR 18 C900 PVC Water Main (Sta 10+00 to 38+71)	2,921	LF	220.25	643,350.25	
43	Water Service Connections	9	EA	15,600	135,000	
44	Full Width Road Restoration	27,000	SF	8.70	234,900	
SEGMENT E SUB-TOTAL:					1,248,250.25	
FOXHILL TANK SITE						
45	Tank Site Improvements	1	LS	213,612	213,612	
46	Diversion Wall	1	LS	82,000	82,000	
47	New 275,000 gallon Foxhill Tank, Piping, and Appurtenances	1	LS	1,549,486	1,549,486	
48	Existing Foxhill Tank Modifications	1	LS	47,000	47,000	
FOXHILL TANK SITE SUB-TOTAL:					1,892,038	
DEMOLITION/ABANDONMENT						
49	Abandon Existing Tres Pinos Transmission Main	1	LS	150,000	150,000	
50	Demolish Existing Tres Pinos Water Tank	1	LS	42,387	42,387	
51	Cut and Cap Tres Pinos Well Discharge Line	1	LS	75,000	75,000	
52	Abandon Existing Venture Estates Well	1	LS	60,572	60,572	
53	Abandon Existing Stonegate WTP and Raw Water Line Tie In	1	LS	97,138	97,138	
54	Abandon Existing Best Roads Water Main	1	LS	10,000	10,000	
DEMOLITION/ABANDONMENT SUB-TOTAL:					435,097	
BID TOTAL:					13,163,935.23	

BID TOTAL: thirteen million one hundred fifty three thousand eight hundred thirty five dollars and ninety five cents DOLLARS & thirty three CENTS

WRITTEN AMOUNT

SIGNATURE: _____

DATE: 11-20-25

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST	Circle- OT/HDD
ADDITIVE BID ITEMS						
	6" Gate Valve	1	EA	18651		
	8" Gate Valve	1	EA	19051		
	12" Gate Valve	1	EA	23801 23801		
	Blow Off Assembly	1	EA	8900		
	Air Valve Assembly	1	EA	23801		
	Unknown Utility Pot Hole	1	EA	250		
	Shallow Trench Water Main Installation	10	LF	1450		

SUBCONTRACTOR LIST

(To be submitted with Bid)

Each Bidder shall set forth below with its bid:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one half of 1 percent (0.5%) of the Contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 (0.5) percent of the Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

(b) The portion of the work which will be done by each such Subcontractor. The Contractor shall list only one Subcontractor for each portion of the work.

[(c) Submit a separate Subcontractor's list for each individual Contract for which a Base Bid is submitted.]

[(d) Submit a separate second page of Subcontractor's list to identify changes in Subcontractors that will be required if the owner selects a particular alternate.]

If the Bidder fails to specify a Subcontractor for any portion of the work as above-stated, or if the Bidder lists more than one Subcontractor for the same portion of the work, he agrees to perform that work himself. The following is submitted concerning Subcontractors:

Subcontractor Name	Address Shop or Office	Class of Work	Portion of Work to be Done	Subcontractor's License Number and Class
<u>Empire HDD</u>	<u>Santa Rosa</u>	<u>HDD</u>	<u>HDD Dr</u>	<u>1011615 A, C10, C46</u>
<u>Geo Solution</u>	<u>Fresno</u>	<u>Grout</u>	<u>Anchor Gr</u>	<u>93053 10000 1454</u>
<u>Epri (and Suny)</u>	<u>11011, 56r</u>	<u>Survey</u>	<u>Survey</u>	<u>836615 10000 102</u>
<u>Loxco Tank</u>	<u>Arroyo Grande</u>	<u>Tank</u>	<u>Tanker</u>	<u>835288 100000 6858</u> 6558

SUBCONTRACTOR LIST

SUNNYSLOPE COUNTY WATER DISTRICT

Small Water System Consolidations with Sunnyslope Project

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,
KATCH ENVIRONMENTAL, INC.
DBA KATCH GENERAL as Principal, and Merchants Bonding Company (Mutual) as
Surety, are hereby held and firmly bound unto Sunnyslope County Water District as Owner in
the penal sum of Ten Percent (10%) of Amount Bid dollars for the payment of which sum, well
and truly to be made, we hereby bind ourselves, our successors and assigns jointly and
severally firmly by these presents.

Signed and sealed, this 18th day of November, 2025.

The Condition of the above obligation is such that where the Principal has submitted a
certain Bid, attached hereto and hereby made a part hereof to enter into a contract in
writing, for construction of Small Water System Consolidations with Sunnyslope Project.

NOW, THEREFORE;

(a) If said Bid shall be rejected, or

(b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the
Form of the Agreement attachment hereto (properly completed in accordance with said
Bid) and shall furnish Bonds for Faithful Performance of said contract, and for the Payment
of all persons performing labor and furnishing material in connection therewith, and
provide certificates and policies of insurance as specified in the Bid documents and shall
in all other respects perform the agreement created by the acceptance of said Bid, then
this obligation shall be void, otherwise the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the Surety for any and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said
Surety and its Bond shall be in no way impaired or affected by any extension of the time
within which the Owner may accept such Bid; and said Surety does hereby waive notice of
any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and
seals, and such of them as are corporations have caused their corporate seals to be hereto
affixed and these presents to be signed by their duly authorized officers, the day and year
first set forth above.

KATCH ENVIRONMENTAL, INC. DBA KATCH GENERAL (Seal)

(Principal)

BY:

Paul Katchadourian, President
Merchants Bonding Company (Mutual)

By:

Debbie Young, Attorney-in-Fact

(Surety)

END OF BID BOND

BID BOND

SUNNYSLOPE COUNTY WATER DISTRICT
Small Water System Consolidations with Sunnyslope Project
Page 1

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Fresno

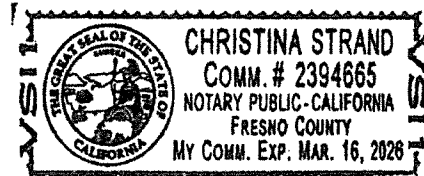
On 11-18-25 before me, Christina Strand, Notary Public
(insert name and title of the officer)

personally appeared Debbie Young
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *C Strand* (Seal)



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Clayton Barrows; Debbie Young; Nadine Juarez

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

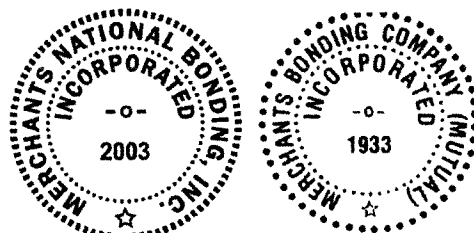
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 26th day of March, 2025.



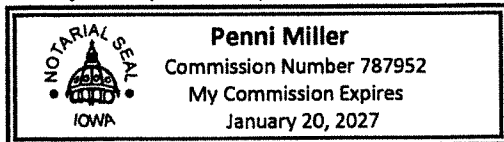
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 26th day of March, 2025, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

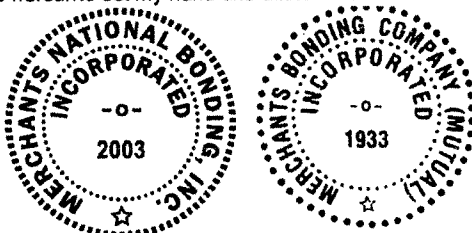


(Expiration of notary's commission does not invalidate this instrument)

[Signature]
Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 18th day of November, 2025.



Ata B. Smith
Secretary

BID SECURITY

1. Bid Security, made payable to the Owner, shall accompany each Bid. Bid Security shall be in the form of a cashier's check or certified check in the amount of not less than ten percent (10%) of the Bidder's maximum price, or in the form of a Bid Bond in said amount (in the form attached). Bid Bond shall be executed by such sureties as are named in the current list of "Certified Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds or Certified Reinsurer Companies Holding Certificates Of Authority As Acceptable Reinsuring Companies" published in Circular 570 (most recent amendment) by the Audit Staff Bureau of Accounts, U.S. Treasury Department (www.fms.treas.gov/c570/index.html) and is admitted to issue bonds in the states in which the Project is located and all Work is performed. All bonds signed by an agent shall be accompanied by a certified copy of the authority to act.
2. Bid Security shall remain subject to acceptance for forty-five (45) days after the day of the Bid opening, but the Owner may, at its sole discretion, release any Bid and return the Bid Security prior to that date.
3. The Bid Security of the successful Bidder will be retained until such Bidder has within fifteen (15) days of issuance of written notice of contract award;
 - a. Executed the contract agreement,
 - b. Furnished a performance bond and a payment bond fully executed as described in the Contract Forms section.
 - c. Furnished certificates of insurance as described in the General Conditions, and If the successful Bidder fails to deliver the executed documents described above within fifteen days after Notice of Award, the Owner may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.
4. The Bid Security of other Bidders whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the effective date of the Agreement or the forty-sixth day after the Bid opening, whereupon Bid Security furnished by such Bidders will be returned.
5. Bid Security with Bids which are not competitive will be returned within seven days after the Bid.

END OF BID SECURITY

NON-COLLUSION AFFIDAVIT

(To be submitted with Bid)

In accordance with Section 7106 of the State of California Public Contract Code, Bidders are required to execute the following Non-collusion Affidavit.

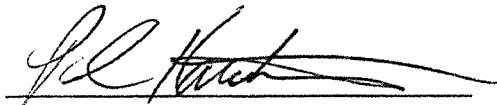
NON-COLLUSION DECLARATION TO BE SUBMITTED WITH BID

I, PAUL KATCHADOURIAN, declare that I am PRESIDENT
(Name) (Title)

of KATCH ENVIRONMENTAL, INC.
DBA KATCH GENERAL, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder or fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed on 11/19/25, in FRESNO, CALIFORNIA.
(Date) (Location)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.



(Signature of Declarant)

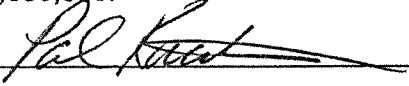
END OF NON-COLLUSION AFFIDAVIT

IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

1. The Contractor is not:
 - (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
2. Agency has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
3. The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed 

Titled PRESIDENT

Firm KATCH ENVIRONMENTAL, INC. DBA KATCH GENERAL

Date 11/19/25

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

END OF IRAN CONTRACTING ACT CERTIFICATION

ECONOMIC SANCTIONS AGAINST RUSSIA CERTIFICATION

(California Executive Order N-6-22)

On March 4, 2022, the Governor issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. The EO may be found at: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

"Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under State law. The EO directs DWR to terminate funding agreements with, and to refrain from entering any new agreements with, individuals or entities that are determined to be a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities.

The Contractor hereby certifies that they have reviewed the EO and remain in compliance with all economic sanctions, that the Contractor is not the target of economic sanctions, and that the Contractor is not conducting prohibited transactions with sanctioned individuals or entities.

Signed 

Titled PRESIDENT

Firm KATCH ENVIRONMENTAL, INC. DBA KATCH GENERAL

Date 11/19/25

END OF ECONOMIC SANCTIONS AGAINST RUSSIA CERTIFICATION

- c. Updated Detail 4 to show modified extent of underground pipe abandonment
- 11. Modified Sheet M-2.2:
 - a. Updated Detail 1 to show extent of fence demolition and extent of fence to protect
 - b. Updated Detail 1 to show tank materials
 - c. Updated Detail 1 to show location of underground pipe abandonment
 - d. Updated Detail 4 to show extent of demolition

CLARIFICATIONS:

- 12. Owner's clarifications to Contractor questions received to-date are provided in Exhibit A.

ATTACHMENTS:

- 1. Exhibit A – Clarifications to Received Questions (7 pages)
- 2. Exhibit B - Revised Plans (7 pages)
- 3. Exhibit C – Project Manual Attachment 6: 2021 BRMWC Tank Inspection Report (148 pages)
- 4. Exhibit D – Venture Estates Groundwater Well Completion Report (2 pages)
- 4. Exhibit E – Pre-Bid Meeting Sign-In Sheet (6 page)

Please acknowledge receipt of this Addendum No. 1 by signing where indicated below. There are 177 pages total in this Addendum. Please **EMAIL** the signed and dated addendum to Rob Hillebrecht, Sunnyslope County Water District, rob@sunnyslopewater.org.

KATCH ENVIRONMENTAL, INC. DBA KATCH GENERAL

11/19/25

Company Name

Date

END OF ADDENDUM

Addendum #2
Sunnyslope County Sanitation District
Water System Consolidation

2. Exhibit B – Revised Bid Schedule (4 pages)
3. Exhibit C – Revised Plans (12 pages)
4. Exhibit D – Revised Specifications (49 pages)
5. Exhibit E – Stonegate Treatment Plant As-Builts (5 pages)
6. Exhibit F – Stonegate Treatment Plant Photos (10 pages)

Please acknowledge receipt of this Addendum No. 2 by signing where indicated below. There are **93** pages total in this Addendum. Please **EMAIL** the signed and dated addendum to Rob Hillebrecht, Sunnyslope County Water District, rob@sunnyslopewater.org.

KATCH ENVIRONMENTAL, INC. DBA KATCH GENERAL

11/19/25

Company Name

Date

END OF ADDENDUM

Addendum #3
Sunnyslope County Sanitation District
Water System Consolidation

ATTACHMENTS:

1. Exhibit A – Caltrans Encroachment Permit (82 pages)

Please acknowledge receipt of this Addendum No. 2 by signing where indicated below. There are 85 pages total in this Addendum. Please **EMAIL** the signed and dated addendum to Rob Hillebrecht, Sunnyslope County Water District, rob@sunnyslopewater.org.

KATCH ENVIRONMENTAL, INC. DBA KATCH GENERAL

11/19/25

Company Name

Date

END OF ADDENDUM


SECURITY FOR COMPENSATION CERTIFICATE

(To be submitted with Bid)

(Required by Section 1861, California Labor Code)

TO: SUNNYSLOPE COUNTY WATER DISTRICT
(Owner)

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation claims or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.


(Signature of Bidder)

PAUL KATCHADOURIAN
(Type or Print Name)

PRESIDENT
(Title)

KATCH ENVIRONMENTAL, INC. DBA KATCH GENERAL
(Company)

929 L STREET, FRESNO, CA 93721
(Business Address)

929 L STREET, FRESNO, CA 93721
(Place of Residence)

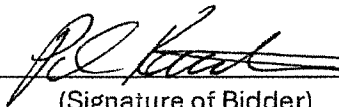
END OF SECURITY FOR COMPENSATION CERTIFICATE

CERTIFICATION OF INSURANCE COMPLIANCE

(To be submitted with Bid)

TO: SUNNYSLOPE COUNTY WATER DISTRICT
(Owner)

I acknowledge that I am aware of and accept the provisions of the Agreement with regard to the insurance requirements and hereby certify that I can and shall obtain insurance that fully complies with all insurance requirements.


(Signature of Bidder)

PAUL KATCHADOURIAN

(Type or Print Name)

PRESIDENT

(Title)

KATCH ENVIRONMENTAL, INC. DBA KATCH GENERAL

(Company)

929 L STREET, FRESNO, CA 93721

(Business Address)

929 L STREET, FRESNO, CA 93721

(Place of Residence)

END OF CERTIFICATION OF INSURANCE COMPLIANCE

(To be submitted with Bid)

The Bidder, as a contractor, has never failed to satisfactorily complete a contract awarded to him, except as follows:

NOT APPLICABLE

Year	Type of Work	Contract Amount	For Whom
2013	WATER SYSTEM RECOMMISSIONING & RESTORATION	\$14,500,000.00	CA- DEPARTMENT OF FORESTRY AND FIRE PROTECTION
2016	WATER TREATMENT PLANT	\$25,000,000.00	SANTA CLARA WATER DISTRICT
2016	CONTROLLED DECOMMISSIONING OF WATER WELL COMPONENT IN WATER SYSTEM CONSOLIDATIONS	\$10,000,000.00	CALIFORNIA HIGH SPEED RAIL - CP 2-3

Signed

(Same signature as on bid form)

END OF BIDDER'S QUALIFICATIONS

**San Benito County Water District
Agenda Transmittal**

Agenda Item:

9

Meeting Date: December 17, 2025

Submitted By: Barbara Mauro

Presented By: Barbara Mauro

Agenda Title: Discuss and Consider Resolution Setting a Public Hearing Date for the Purpose of Fixing the Standby or Availability Charge for the 2026-27, 2027-28 and 2028-29 Water Years

Detailed Description:

This item is required, as per our District Code 70-6.6, to approve a resolution, setting a public hearing at a regular meeting, ahead of approval of the Standby or Availability Charge. The District will be putting a three-year rate in place for March 1, 2026, so this item will be considered at the regular meeting to be held, January 21, 2026.

Prior Committee or Board Action: None

Financial Impact: _____ Yes _____ X _____ No

Funding Source/ Recap: N/A

Materials included:

1. Draft Resolution

Recommendation:

Staff is recommending the Board approve the Resolution Setting a Public Hearing Date for the Purpose of Fixing the Standby or Availability Charge for the 2026-27, 2027-28 and 2028-29 Water Years.

Action Required: X Resolution _____ X Motion _____ Review

Board Action

Resolution No. _____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

RESOLUTION 2025-19

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN BENITO COUNTY WATER DISTRICT
SETTING A PUBLIC HEARING DATE FOR THE PURPOSE OF
IMPLEMENTING A STANDBY OR AVAILABILITY CHARGE
IN THE AREA SERVED BY THE ZONE 6 PRESSURIZED
DISTRIBUTION SYSTEM (SAN FELIPE DISTRIBUTION SYSTEM)
FOR WATER YEARS 2026-2027, 2027-2028, AND 2028-2029**

WHEREAS, pursuant to Section 70.6.6 of the San Benito County Water District Act, the District, by resolution, may fix, on or before the first day of March in any calendar year, a water standby or availability charge within any zone of the District to which water is made available by the District through underground or surface facilities, whether the water is actually used or not, except that such charge shall not apply to lands permanently dedicated exclusively to public transportation of persons or property; and

WHEREAS, the standby charge shall not exceed ten dollars (\$10.00) per acre, per year for each acre of land within any zone of the District or ten dollars (\$10.00) per year for any parcel of less than one acre; and

WHEREAS, the voters of the District on November 8, 1977, approved certain Propositions that provided, among other things, that:

- a) "in the area served by a pressurized distribution system there will be an annual maximum stand-by charge of \$10.00 per acre of land"; and

WHEREAS, the resolution fixing a standby charge shall be adopted by the Board only after adoption of a resolution setting the particular schedule or schedules of charges proposed to be established and after notice and hearing.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of the San Benito County Water District that this Resolution 2025-19 sets forth the proposed standby or availability charge as follows:

\$6.00 per acre for each acre, and \$6.00 per year for any parcel of less than 1 acre, of land within Zone 6 San Felipe Distribution System Services Area of the District for water years 2026-2027 (March 1, 2026 through February 28, 2027), 2027-2028 (March 1, 2027 through February 29, 2028) and 2028-2029 (March 1, 2028 through February 28, 2029) and it will also include a per parcel enrollment fee as determined by the San Benito County Assessor's Office.

BE IT FURTHER RESOLVED that a public hearing on this matter is to be held on Wednesday, January 21, 2026 at 5:00 p.m. in the District office, 30 Mansfield Road, Hollister, California.

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

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

(Signature of presiding Board member
Attested by Board Secretary
Resolution #2025-19)

Doug Williams
President

ATTEST:


Barbara L. Mauro
Board Secretary



Agenda

Item

10



58th Annual Mid-Pacific Water Users' Conference

**January 28-30, 2026
Silver Legacy Resort Casino,
Reno, NV**

ABOUT THE CONFERENCE

The 2026 Mid Pacific Water Users Conference will be held January 28-30, 2026 in Reno, NV. The Mid-Pacific Water Users' Conference is an annual conference attended by Managers, Directors, O&M Personnel, Consultants, and Government Agency Representatives from districts served by the United States Bureau of Reclamation facilities in California, Nevada, and Oregon.

CONFERENCE WEBSITE

Please visit us at waterusersconference.com for conference information, up-to-date schedule, hotel information, online registration, and to download registration, exhibitor, and sponsorship forms.

HOTEL INFORMATION & RESERVATIONS

The 2026 Mid-Pacific Region Water Users' Conference will be held at Silver Legacy Resort Reno, located at 407 North Virginia Street in downtown Reno, Nevada. Room rates start at \$70 and upgrades are available. Make reservations online or by phone:

- Book online at <https://waterusersconference.com/hotel-information/>
- Call the hotel reservations line at (800)223-7277. Please mention the Water Users Conference and group code **SRPWU6** to ensure the group rate.
- **MAKE YOUR RESERVATIONS EARLY! THE DEADLINE FOR HOTEL RESERVATIONS AT THE SPECIAL RATE IS JANUARY 4, 2026 OR UNTIL OUR ROOM BLOCK IS FILLED.**

EXHIBITOR INFORMATION

The Exhibitor Reception will be held Wednesday evening, January 28. For details, please refer to the enclosed Exhibitor/Sponsorship Information and Application. If you have questions, please call us at (916)206-7186 or email jane@agamsi.com. Information is also available on our website: waterusersconference.com

SPONSORSHIP INFORMATION

A limited number of sponsorship opportunities are available. Please refer to the enclosed Exhibitor/Sponsorship Information and Application. Information is also available on our website: waterusersconference.com

CONFERENCE COMMITTEE

*Chair: Chris Dahlstrom, Santa Ynez River Water Conservation District ID #1 (retired)
Brooke White, CVP Water Association
Allison Febbo, Westlands Water District
Anthea Hansen, Del Puerto Water District
Dan Keppen, Family Farm Alliance
Jason Phillips, Friant Water Authority
Melissa Vignau, U.S. Bureau of Reclamation
Benjamin Shawcroft, Truckee Carson Irrigation District
Jeff Sutton, Glenn Colusa Irrigation District
Elizabeth Nielsen, Klamath Water Users Association
Jane Townsend, MPWUC Meeting Coordinator
Debbie Murdock, MPWUC Staff*

QUESTIONS?

*Please contact us: WATER USERS CONFERENCE, 1521 I STREET, SACRAMENTO, CA 95814
Email us: jane@agamsi.com
Call us: Jane (916)206-7186*

MARK YOUR CALENDARS FOR 2027

59th Annual Mid-Pacific Water Users Conference, January 27-29, 2027, Silver Legacy Resort Reno

58th ANNUAL MID-PACIFIC REGION WATER USERS' CONFERENCE
January 27-30, 2026
Silver Legacy, Reno, NV
PRELIMINARY SCHEDULE

Schedule will be updated periodically and posted on our website:

www.wateruserconference.com

TUESDAY, JANUARY 27

5:00pm-7:00pm **CVPWA WUC RENO RECEPTION**
Rum Bullions Island Bar. Hosted by Central Valley Project Water Association

WEDNESDAY, JANUARY 28

7:30am-2:30pm **REGISTRATION**

8:00am **CONTINENTAL BREAKFAST**

8:30am-12:00pm **CALL TO ORDER/GENERAL SESSION**

Welcome Address
Chris Dahlstrom, Santa Ynez River WCD ID #1 (ret.)

KEYNOTE SPEAKER
Acting Commissioner or Deputy Commissioner

Bureau of Reclamation Regional Director Address
Acting Regional Director

Voices from the Field: Area Managers Unplugged
Bureau of Reclamation Panel Presentation

Leave your Pitchfork at the Door: The Story of the Great Valley Farm Water Partnership
Amy Wolfe, Great Valley Farm Water Partnership

Inside the Process: How Congress and the Executive Branch are Shaping Environmental Review Reform
Panel Presentation

12:15pm-2:00pm **LUNCHEON and PROGRAM**

Water Under the Dome: D.C. Insights on the Legislative and Policy Currents Shaping the West
Panel Presentation

2:30pm-4:30pm **ETHICS TRAINING WORKSHOP FOR DISTRICT DIRECTORS**
Presented by Best Best & Krieger, this two-hour session will fulfill California state law requirements that all public officials receive ethics training every two years.

5:00pm-6:30pm **EXHIBITOR RECEPTION**

THURSDAY, JANUARY 29

7:30am-3:00pm REGISTRATION

8:00am-9:10am BREAKFAST and PROGRAM

KEYNOTE ADDRESS

Paul Souza, US Fish & Wildlife Service, and Jennifer Quan, NOAA Fisheries (invited)

9:15am-12:15am GENERAL SESSION

Evolving Needs for Endangered Species and ESA Compliance

Panel Presentation

A Startling Picture: Impacts of Non-Native Fish on Salmon Recovery

David Weisenberger, Banta-Carbona Irrigation District, and Dana Lee, FISHBIO

Forest Resilience, Water Resilience: Confronting Problems and Building the Path Forward

Panel Presentation

12:15am-2:30pm LUNCHEON and PROGRAM

If Not Then, Why Now? California Water Storage Policy Evolution of Political and Public Perception of Storage

Panel Presentation

Klamath's New Chapter: Leveraging Legal and Policy Developments, Advancing Solutions, and Honoring Commitments

Panel Presentation

3:00pm-5:00pm WORKSHOP: Technical Assistance for Modernization Options

Stuart Styles, Cal Poly ITRC

6:00pm-9:00pm Dinner and Bowling at the National Bowling Stadium

FRIDAY, JANUARY 30

8:30am-11:30am BREAKFAST and PROGRAM

Bowling Awards

Meet the Cal Poly Scholarship Students

Cachuma Project Report

Chris Dahlstrom, Santa Ynez River WCD ID #1

Revisiting 2025/2026 Water Supply Outlook

Bureau of Reclamation Panel Presentation

2026 MID-PACIFIC WATER USERS' CONFERENCE PRE REGISTRATION

CONFERENCE PARTICIPANT REGISTRATION includes admittance to all Conference sessions, CVPWA Reno WUC Reception, Exhibitor Reception, Wednesday lunch, Thursday breakfast, Thursday lunch and Friday breakfast. Separate tickets must be purchased for participation in the Thursday Evening Dinner & Bowling Event.

CVPWA TUESDAY RENO WUC RECEPTION. Hosted by Central Valley Project Water Association. There is no charge for the reception, but please indicate your participation on the registration form.

ETHICS TRAINING WORKSHOP. Two-hour session to fulfill CA state law requirements. For more information, see Schedule of Events. This workshop is offered at no charge, but you must indicate your participation on the registration form. Participants will receive a certificate of completion.

SPOUSES OR GUESTS of paid registrants who are not water district or company representatives need not pay a registration fee; however, spouses or guests who wish to participate in any meal sessions or the Thursday bowling event must purchase tickets to those events. CVPWA Reno WUC Reception and Exhibitor Reception are complimentary to spouses/guests.

THURSDAY DINNER AND BOWLING AT THE NATIONAL BOWLING STADIUM. Ticket price includes dinner, hosted bar, and bowling. Not a bowler? No problem, come for the food, drink and to cheer on your favorite team!

COMPANY INFORMATION:

Company Name: _____

Address: _____ City, State, Zip _____

Phone: _____ Email: _____

◆ CONFERENCE PARTICIPANTS <i>Full registration is required for water district or company representatives.</i>	Full Pre- Registration (by Jan. 10) \$445	Full Registration (after Jan. 10) \$485	CVPWA Reno WUC Reception NO CHARGE	Ethics Training Workshop NO CHARGE	Thursday Dinner & Bowling \$85	Total Each Rep	
1. _____ Company Representative						\$	
2. _____ Company Representative						\$	
3. _____ Company Representative						\$	
◆ SPOUSE/GUEST REGISTRATIONS <i>Available only to spouses and guests of paid registrants who are not water district or company representatives</i>	CVPWA Reno WUC Reception NO CHARGE	Wed Lunch \$55	Thurs Breakfast \$55	Thurs Lunch \$55	Thursday Dinner & Bowling \$85	Fri Breakfast \$55	Ttl Each Spouse/ Guest
1. _____ Spouse/Guest							\$
2. _____ Spouse/Guest							\$
3. _____ Spouse/Guest							\$
TOTAL AMOUNT DUE ALL ITEMS							\$

◆ **PAYMENT METHOD:** (please note that credit card purchases will be charged a 3% convenience fee)

☐ Check payable to "Water Users Conference"

☐ Credit Card: ☐ VISA ☐ Mastercard ☐ American Express ☐ Discover

Card No: _____ Exp. _____ Security Code: _____ Billing Zip: _____

Cardholder Signature: _____

Return form to: Water Users Conference, 1521 I Street, Sacramento, CA 95814 or email to jane@agamsi.com
CANCELLATIONS: Cancel by January 17th for a full refund. NO refunds for cancellations after January 17th.
QUESTIONS? Call Jane at (916)206-7186

2026 Water Users' Conference

Connect With Your Area Manager

January 27-29, 2026



— BUREAU OF —
RECLAMATION

Join us for dedicated time with your Area Office Managers to discuss regional priorities, updates, and collaboration opportunities.

Location: Silver Baron A, located in the Silver Legacy upstairs from the conference.

<u>Area Office</u>	<u>Day</u>	<u>Time</u>
Lahontan Basin (LBAO)	Tuesday, January 27	2:00 PM - 3:00 PM
Central California (CCAO)	Tuesday, January 27	3:30 PM - 4:30 PM
Northern California (NCAO)	Wednesday, January 28	2:00 PM - 3:00 PM
Klamath Basin (KBAO)	Wednesday, January 28	3:30 PM - 4:30 PM
South Central California (SCCAO)	Thursday, January 29	2:30 PM - 3:30 PM

Please attend during your scheduled time to engage, ask questions, and provide updates.

For questions and additional information, please contact Anitalee Bronner at abronner@usbr.gov or (916) 978-5380.

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 11

Meeting Date: December 17, 2025

Submitted By: Brett Miller

Presented By: Brett Miller

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

I. SUBJECT:

Second reading of a proposed Ordinance No. 67 to repeal Ordinance No. 66 and reestablish capacity fees for new water service connections within the District’s Zone 6 service area (“Capacity Fee Ordinance”); Adding Chapter 4.53 to Title 4 of the District Code; public hearing on Capacity Fee Ordinance; adoption of a Notice of Exemption under the California Environmental Quality Act (“CEQA”).

II. STAFF RECOMMENDATION:

1. Hold a Public Hearing on Potential Adoption of the Capacity Fee Ordinance.
2. Conduct the Second Reading of the Capacity Fee Ordinance; Adopt the Capacity Fee Ordinance and Add Chapter 4.53 to the District Code. (**Attachment 1.**)
3. Approve the Capacity Fee Ordinance and Direct Staff to File a Notice of Exemption under CEQA. (**Attachment 3.**)

III. DISCUSSION:

A. Repeal of Ordinance No. 66

On October 13, 2025, the District received a letter from the Bay Area Building Industry Association (“BIA”), informing District staff that Bay Area 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.

B. Readoption of Capacity Fees

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"), the full payment of which will be due prior to obtaining the respective building permit(s) for the development project. 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 2.**) This report evaluated the anticipated costs of the District's planned water supply expansion projects, as identified in the Master Plan, 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 Project; 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 are anticipated to be served by that increased capacity.

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

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 to provide sufficient water supply to 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. The District has not previously adopted capacity fees for new water service connections. Thus, the District’s Code of Regulations does 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.

Capacity Fee Ordinance Adoption Procedures. Adoption of an ordinance requires that the District perform two readings. The District held the first reading of the Capacity Fee Ordinance at its November 19, 2025 Board Meeting, as allowed under applicable law. The second reading and adoption of the Capacity Fee Ordinance is schedule for the December 17, 2025 Board Meeting. Following the scheduled public hearing, during which public comments regarding the Capacity Fee Ordinance will be heard, the Board of Directors shall read the title of the Capacity Fee Ordinance and it can then be adopted by a majority vote of the Board. Under applicable law, the Ordinance will become effective on the sixty-first day after its adoption.

Direct Staff to File a Notice of Exemption under CEQA. The District’s decision to adopt capacity fees is not subject to environmental review under 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).) District Staff prepared the Notice of Exemption in Attachment 4 in collaboration with the District’s legal counsel and, if the Board of Directors adopts the Capacity Fee Ordinance, then the District’s legal counsel recommends that the Board of Directors direct District staff to file the attached Notice of Exemption.

C. Policy Issue Raised in Meetings with Stakeholders

District staff and Doug Williams, Board President, met with representatives of the Bay Area BIA and members of the local development community to evaluate concerns that were raised with respect to the Capacity Fee Ordinance. The concern expressed by this group of stakeholders is that the Capacity Fee Ordinance will impose an unanticipated new expense on entitled development projects that have not yet received building permits (payment of the fee is due at the time of building permit). Because of this unanticipated fiscal impact, the Bay Area BIA and members of the local development community requested that the District exempt already-entitled developments that have not yet received building permits from the Capacity Fee Ordinance.

As noted during the November 19, 2025 Board Meeting, the Bay Area BIA and members of the local development community have not raised substantive objections regarding to the cost basis for the fee (*i.e.*, the cost of water supply expansion projects identified in the 2023 Urban Areas Water Supply and Treatment Master Plan Update) or the methodology used to calculate the fee (*i.e.*, apportioning the cost of water supply expansion projects on forecasted growth). In other words, no objections have been raised regarding the legal sufficiency of the fee under the Mitigation Fee Act (CA Gov. Code section 66013), however, the concerns summarized above present a policy issue for the Board which is framed below.

The policy issue for the Board’s consideration is whether the District should incur fiscal impacts and revise its methodology for calculating the capacity fee in order to avoid unanticipated costs for recently entitled developments that have not yet received building permits. These recently entitled developments are part of the “future growth” identified in the Master Plan. As a result, if the District grants the requested exemption, it would be redistributing that portion of the costs that were anticipated to be borne by developments that are granted an exemption onto future developments. This change would require: (1) an examination of whether the per EDU fee must increase on future units to offset lost revenues; and (2) an explanation why the District is adjusting its methodology for apportioning the fee to exempt a class of users who will directly benefit from expanded water supplies.

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 (Establishing Capacity Fees Within the District's Zone 6 Service Area; Adding Chapter 4.53 to the District Code).
2. Raftelis Water Capacity Fee Final Report.
3. Notice of Exemption under CEQA

ATTACHMENT 1

Proposed Ordinance No. 67 of the Board of Directors of the San Benito County Water District Repealing Ordinance No. 66 and Reestablishing 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 17th 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:

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.

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

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

ATTACHMENT 2

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

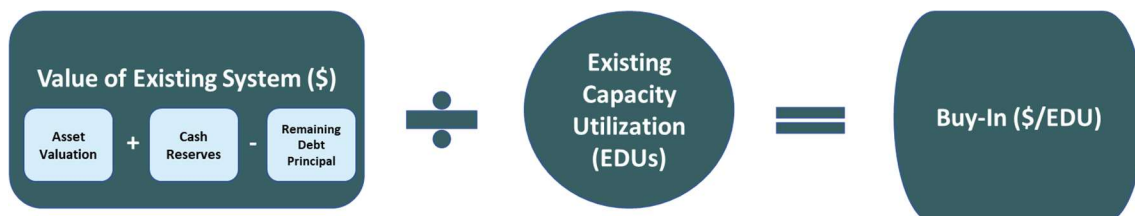
The method for calculating capacity fees generally utilizes one of the following three approaches: Buy-In, Incremental, or Hybrid. The Buy-In approach is designed to recover the historical costs of plant investment in proportion to the amount of built capacity, some of which is available for new growth. 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 re-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, HDR¹.

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 AF². 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 AF³. 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%	1,500
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 million⁴. 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.

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

² Ibid.

³ Ibid.

⁴ Ibid.

Table 4-2: Adjusted Capital Cost

Basis of Proposed Water Supply Capacity Fees	
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
Adjusted Capital Cost	\$115,294,935

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

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

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

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

ATTACHMENT 3

Notice of Exemption under the California Environmental Quality Act.

Notice of Exemption**Appendix E**

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk

County of: _____

From: (Public Agency): _____

(Address)

Project Title: _____

Project Applicant: _____

Project Location - Specific:

Project Location - City: _____ Project Location - County: _____

Description of Nature, Purpose and Beneficiaries of Project:

Name of Public Agency Approving Project: _____

Name of Person or Agency Carrying Out Project: _____

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ☐ Categorical Exemption. State type and section number: _____
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:

Lead Agency _____

Contact Person: _____ Area Code/Telephone/Extension: _____

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____