

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. 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.)

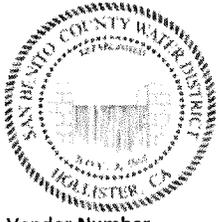
President Williams reported no action was taken in Closed Session. Mr. Liem further reported direction was given to staff by the Board.

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



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>35212</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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440173 Copier Maintenance /Supplies 12/05/2025 12/20/2025 0.00 186.73

Vendor Number **Vendor Name** **Total Vendor Amount**
001409 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**
001553 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>CAHOS72388</u> | Maintenance Supplies | 11/07/2025 | 12/22/2025 | 0.00 | 4,199.29 |
| <u>MN019985300</u> | Inventory Control -Nuts & Bolts | 11/10/2025 | 12/25/2025 | 0.00 | 50.93 |

Vendor Number **Vendor Name** **Total Vendor Amount**
001592 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**
001813 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**
001821 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**
001866 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**
001949 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>288912</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 | |
| <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 | |
| <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 | |
| <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 | |
| <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 | |
| <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 | |
| <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 | |
| <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 | |
| <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 | |
| <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 | |
| <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 | |
| <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 | |
| <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 | |
| <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 |
| <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 |
| <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 |
| <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 |
| <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 |
| <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>CI100-00236210</u> | Tyler Annual subscription | 11/30/2025 | 01/14/2026 | 0.00 | | 38,712.50 |
| <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>112425BIM</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

APPKT00197 - Board Claims December 19, 2025

| | | | | | | |
|-----------------------|-----------------------|---------------------|-----------------|------------------------|-----------------------|----------------------------|
| 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>905883697</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

4



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 Everglen- 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 Tabeing 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 | | | | | November 1-30 | | | | | |
|---|------------------------|------|-----|-----|-------|----|---------------|-----|-------|--|--|--|
| Surveys- Residential | | CH | SS | SJB | SBCWD | CH | SS | SJB | SBCWD | | | |
| | Single Family | 24 | 95 | 0 | 0 | 2 | 12 | 0 | 0 | | | |
| | Multi Family | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| | | 245 | | | | | 14 | | | | | |
| Plumbing Retrofits | | CH | SS | SJB | SBCWD | CH | SS | SJB | SBCWD | | | |
| | Single Family | 82 | 153 | 0 | 0 | 2 | 12 | 0 | 0 | | | |
| | Multi Family | 0 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| | | 360 | | | | | 14 | | | | | |
| Landscape Audits-(MWEIO) | | CH | SS | SJB | SBCWD | CH | SS | SJB | SBCWD | | | |
| | | 76 | 0 | 0 | 0 | 2 | 0 | 0 | 0 | | | |
| | | 96 | | | | | 2 | | | | | |
| ULF Toilet Replacements | | CH | SS | SJB | SBCWD | CH | SS | SJB | SBCWD | | | |
| | rebates | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| | Single Family giveaway | 2 | 6 | 0 | 0 | 0 | 4 | 0 | 0 | | | |
| | Multi Family giveaway | 0 | 1 | 1 | 0 | 0 | 0 | 0 | 0 | | | |
| | institutional | 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 | | | | | |
| Water Softener Replacement Program | | CH | SS | SJB | SBCWD | CH | SS | SJB | SBCWD | | | |
| | | 1 | 2 | 1 | 0 | 1 | 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.

| 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 | |

If the District declines to make a water purchase in any year, Westlands Water District has agreed to absorb the District's normally allocated share and would be responsible for the associated water purchase costs. The Activity Agreement therefore provides the District with a low cost and low risk option to maintain access to reliable drought year water supplies.

Prior Committee or Board Action:

December 9, 2025 Zone 6 Water 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. Draft Activity Agreement

Recommendation: Staff and the Committee recommend the Board Authorize the Board President to execute the San Luis & Delta-Mendota Water Authority Exchange Contractors 2026-2038 Transfer Activity Agreement.

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

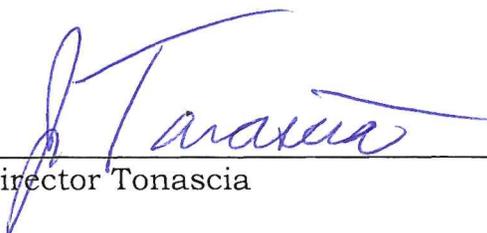
TO: Board of Directors

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

SUBJECT: Committee Recommending the Board 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 (%) |
|---------------------|-----------------------------------|----------------------------------|
| | | |
| | | |
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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)

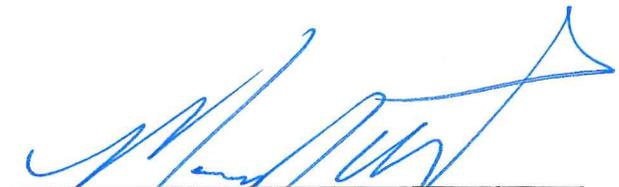
SUBJECT: Committee Recommending the Board Approve an Expenditure Not to Exceed \$1,047,827, for the District's Share of Costs Associated with the Sunnyslope County Water District Small Water Agency Consolidation Project

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.

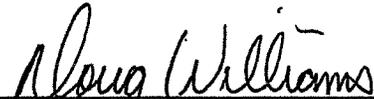
(4) Indemnification. Any indemnification agreement that DISTRICT has pertaining to the work shall contain a provision that includes SUNNYSLOPE as an additionally indemnified party.

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, President

Date: 11/19/25

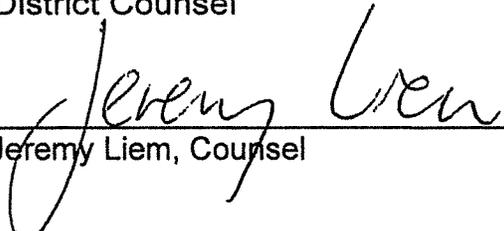
Attest:


Barbara Mauro, Secretary of the Board

Date: 11/19/25

APPROVED AS TO LEGAL FORM:

District Counsel


Jeremy Liem, 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@sunnyslopedwater.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

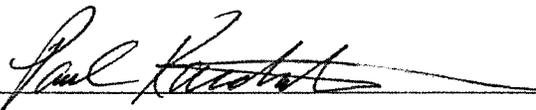
Business Address: 929 L STREET, FRESNO, CA 93721

Telephone No: (559) 292-6653

DIR Registration Number: 1000010211

By:

Name of Person Authorized to Sign: PAUL KATCHADOURIAN

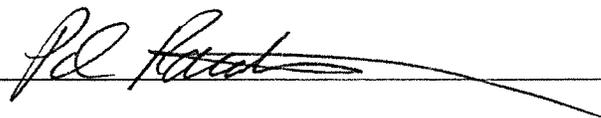
Signature: 

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 | 625,849.30 | 625,849.30 | |
| 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 | 190.00 | 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 | 150,000 | 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: | |
| | | | | | 925K | |
| | | | | | 952,570 | |

| 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: | | | | | 1,108,916.70 | 2.6 |
| 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 | 42,397 | 42,397 | |
| 51 | Cut and Cap Tres Pinos Well Discharge Line | 1 | LS | 25,000 | 25,000 | |
| 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: | | | | | 435,370.97 | |
| BID TOTAL: | | | | | 13,163,235.23 | |

BID TOTAL: Thirteen million one hundred sixty three thousand eight hundred thirty five dollars and thirty cents DOLLARS & thirty three CENTS

WRITTEN AMOUNT: 13,163,235.23

SIGNATURE: [Signature] DATE: 11-20-25

| ITEM | DESCRIPTION | QTY | UNIT | UNIT COST | TOTAL COST | Circle OTY/HDD |
|--------------------|--|-----|------|------------------|------------|-------------------|
| ADDITIVE BID ITEMS | | | | | | |
| | 6" Gate Valve | 1 | EA | 18651 | | |
| | 8" Gate Valve | 1 | EA | 19051 | | |
| | 12" Gate Valve | 1 | EA | 22091 | | |
| | 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>Epix (and Suny)</u> | <u>Hollister</u> | <u>Survey</u> | <u>Survey</u> | <u>8366 AS 10066 102</u> |
| <u>Loxco Tank</u> | <u>Arroyo Grande</u> | <u>Tank</u> | <u>Tank</u> | <u>835288 10000 6559 6858</u> |

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;

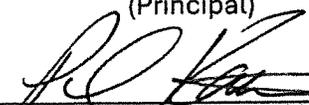
- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of the Agreement attachment hereto (properly completed in accordance with said Bid) and shall furnish Bonds for Faithful Performance of said contract, and for 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.

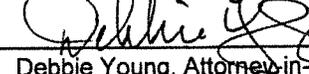
The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

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

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)

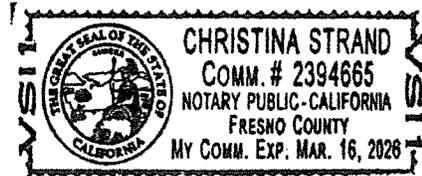
On 11-18-25 before me, Christina Strand, Notary Public
(insert name and title of the officer)

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."

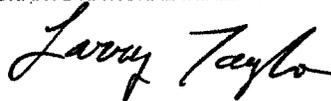
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts 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.

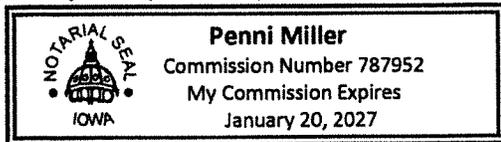


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
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.




Notary Public

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

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.




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.

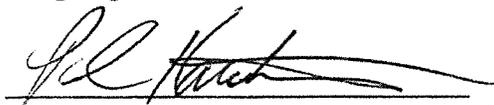
NON-COLLUSION DECLARATION TO BE SUBMITTED WITH BID

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

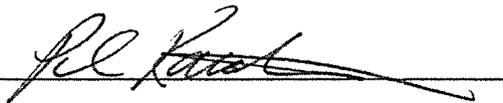
ECONOMIC SANCTIONS AGAINST RUSSIA CERTIFICATION

(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

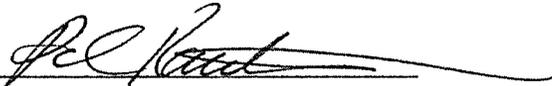
SECURITY FOR COMPENSATION CERTIFICATE

(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)

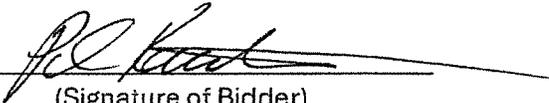
END OF SECURITY FOR COMPENSATION CERTIFICATE

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

BIDDER'S QUALIFICATIONS

(To be submitted with Bid)

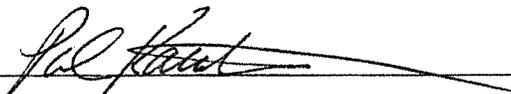
The Bidder has been engaged in the contracting business, under the present business name for 12.7 years. Experience in work of a nature similar to that covered in the proposal per Article 27 in Instructions to Bidders extends over a period of 10 years.

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

NOT APPLICABLE

The following contracts (per Article 27 in the Instruction to Bidders) have been satisfactorily completed in the last three years for the persons, firm or authority indicated, and to whom reference is made:

| Year | Type of Work | Contract Amount | For Whom |
|-------------|--|------------------------|---|
| <u>2023</u> | <u>WATER SYSTEM RECOMMISSIONING & RESTORATION</u> | <u>\$14,500,000.00</u> | <u>CA- DEPARTMENT OF FORESTRY AND FIRE PROTECTION</u> |
| <u>2016</u> | <u>WATER TREATMENT PLANT</u> | <u>\$25,000,000.00</u> | <u>SANTA CLARA WATER DISTRICT</u> |
| <u>2016</u> | <u>CONTROLLED DECOMMISSIONING OF WATER WELL COMPONENT IN WATER SYSTEM CONSOLIDATIONS</u> | <u>\$40,000,000.00</u> | <u>CALIFORNIA HIGH SPEED RAIL - CP 2-3</u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |

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 <i>(by Jan. 10)</i> \$445 | Full Registration <i>(after Jan. 10)</i> \$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

30 Mansfield Road • Hollister, CA 95024-0899

Phone: (831) 637-8218 • Fax: (831) 637-7267

TO: Board of Directors
District Counsel
Interested Parties

FROM: Barbara Mauro
Executive Assistant/Board Clerk

DATE: December 12, 2025

SUBJECT: **Agenda Item #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
- 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

Materials for this agenda item were not available at the time the packet was distributed, but they will be distributed at the board meeting.

Thank you for kind attention.

A handwritten signature in blue ink that reads "Barbara L. Mauro". The signature is fluid and cursive.

Barbara L. Mauro