



Sunnyslope County Water District

BOARD OF DIRECTORS

REGULAR MEETING

District Office Board Room/Teleconference



3570 Airline Hwy., Hollister, CA

NOTICE & AGENDA

MARCH 25, 2025

Regularly Scheduled Board Meeting - 5:15PM

Closed Session to Precede the Regular Session – 5:00PM

IN PERSON PUBLIC ACCESS TO DISTRICT MEETINGS IS AVAILABLE AND REMOTE ACCESS CAN BE OBTAINED THROUGH THE FOLLOWING ACCESS POINTS:

ZOOM MEETING ACCESS LINK

<https://us06web.zoom.us/j/82983432715?pwd=daYhLfSaUgJ81XHibTRT99rsda4m3a.1>

Passcode: SSCWD

Or Telephone: Dial + 1 (669) 444-9171 and when prompted enter Meeting ID: 829 8343 2715

Dial in Passcode: 422328

HEALTH AND SAFETY GUIDELINES

Public access to this meeting is provided both in person and through electronic viewing. Virtual meeting access will continue to be provided as a public convenience until further notice by the District Board. Remote viewing interruptions due to internet quality, power outages or other factors may occur and will not stop the meeting while a quorum is present in the Board Room; To ensure the health, safety, and welfare of those in attendance, all attendees must comply with any procedures/instructions announced by the Board of Directors or as directed by Staff prior to commencement of the meeting. Face coverings will be provided if health concerns dictate and will be made available upon request. The meeting will be available through Zoom for those who wish to join remotely. Anyone requiring accommodation may contact the Main Office at: (831) 637-4670 a minimum of 24 hrs prior to the start of the meeting.

Mission Statement:

“Our Mission is to provide safe, reliable, and high-quality water and wastewater services to our customers and all future generations in an environmentally and financially responsible manner.”

A. CALL TO ORDER - ROLL CALL

President Alcorn _____, Vice President Buzzetta _____,

Director Brown _____, Director Mauro _____, and Director Martinez _____.

- B. PUBLIC COMMENT ON CLOSED SESSION MATTERS** – Members of the public may address the Board on the item or items listed on the Closed Session agenda, with a time limit of three minutes per speaker.

CLOSED SESSION

C. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS:

1. Conference with Legal Counsel – Potential Litigation (§ 54956.9(b))

- i.** CAIC vs. City of Hollister, Sunnyslope County Water District, CL-25-00161

REGULAR SESSION

D. PLEDGE OF ALLEGIANCE

E. REPORT IN OPEN SESSION ACTION TAKEN IN CLOSED SESSION

1. Conference with Legal Counsel – Potential Litigation (§ 54956.9(b))

- F. APPROVAL OF AGENDA** – Any requests to postpone consideration of an agenda item or move an item forward on the agenda will be considered at this time.

- G. PUBLIC COMMENTS and AUDIENCE INTRODUCTIONS** – The public may comment¹ on any District business, not on the agenda, with a time limit of three minutes per speaker. To make a public comment in person please fill out a “Speaker Card” and return to the Minutes Clerk prior to speaking. When virtual meeting access is provided, please use the “hand-raise” feature and you will be called upon to speak. No action may be taken by the Board during the public comment period.

- H. CONSENT AGENDA** – Members of the Board and/or members of the public may pull matters from the Consent Agenda. Any matter pulled from the Consent Agenda requiring action shall be moved to New Business and treated as a matter of new business, or for matters needing clarification shall be moved to Staff Reports and addressed by the respective staff.

The public may address the Board² on these items, not to exceed 3 minutes, when the Board reviews each pulled item.

1. Approve Minutes of the Board
 - Special Board Meeting – February 13, 2025 (page 1)
 - Regular Board Meeting – February 25, 2025 (page 2)
2. Receive and Accept Allowance of Claims for Disbursements from February 1, 2025, Through February 28, 2025. (page 10)
3. Receive and Accept Engineering Services Monthly Status Report (page 13)
4. Receive and Accept Finance Manager Monthly Status Reports:
 - a) Narrative Report (page 15)
 - b) Operation Summary (page 23)
 - c) Statement of Income (page 27)
 - d) Investment Summary (page 29)
 - e) Board Designated Reserves (page 30)
5. Receive and Accept Superintendent Monthly Status Reports:
 - a) Maintenance (page 31)
 - b) Groundwater Level Measurement (page 35)
 - c) City Meter Reading (page 36)
6. Receive and Accept General Manager Monthly Status Report. (page 37)

I. NEW BUSINESS – The Board will review and discuss agenda items and take action or direct staff to return to the Board for action at a following meeting. The public may address the Board² on these items as the Board reviews each item when directed to do so.

1. Public Hearing Requesting Public Input Regarding The Composition Of Potential Board Election Divisions (Not A Project Under CEQA Per Article 20, Section 15378). (page 38)
2. Board Approval Of Resolution No. 608, Authorization To Join The Statewide Community Infrastructure Program (“SCIP”) (Not A Project Under CEQA Per Article 20, Section 15378). (page 53)

3. Authorize The General Manager To Enter Into A Contract With Calcon Systems Not To Exceed \$184,850 To Perform Instrumentation, PLC, & SCADA Upgrades Associated With The Best Road Mutual Water Consolidation Project (Categorically Exempt From CEQA Per Article 20, Section 15301.B). (Page 89)
4. Approve The Sewer System Management Plan Update 2025 (Not A Project Under CEQA Per Article 20, Section 15378). (Page 94)
5. Authorize The President To Sign The Agreement For Water Facilities And Service For The West Of Fairview Phase 3 Development. (EIR Certified By City Of Hollister April 16, 2007). (Page 121)
6. Approve The Professional Services Agreement With Bender Rosenthal Inc. For A Cost Not-To-Exceed \$32,600 For Appraisals Of Properties Over Which Sunnyslope Must Acquire New Easements For Consolidation Of Venture Estates, Stonegate, And Tres Pinos. (Not A Project Under CEQA Per Article 20, Section 15378). (Page 137)

J. STATUS REPORT

1. Governance Committee (JB, MA) – (No Meeting)
2. Water / Wastewater Committee (DB, OM) – (No Meeting)
3. Finance Committee (MA, EM) – (No Meeting)
4. Policy and Procedure Committee (DB, JB)– (No Meeting)
5. Personnel Committee (EM, OM) – (No Meeting)
6. Water Resources Association of San Benito County (JB, Alt. OM) – (Meeting Scheduled April 3, 2025)

K. BOARD and STAFF REPORTS

1. Directors
2. District Counsel
3. General Manager – General Manager Report (Oral Report)

L. FUTURE AGENDA ITEMS

M. ADJOURNMENT

Upon request, Sunnyslope County Water District (SSCWD) will make a reasonable effort to provide written agenda materials in appropriate alternative formats, languages or disability-related modification or accommodation, including auxiliary aids or services, to enable all individuals to participate in public meetings. SSCWD will also make a reasonable effort to provide translation services upon request. Please submit a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service as soon as possible in advance of the meeting.

Next Regular Board Meeting – April 22, 2025 @ 5:15 p.m., District Office

AGENDA DEADLINE: April 16 @ 12:00 p.m.

Future Scheduled Committee Meetings

Water Resources Association of San Benito County – April 3, 2025 @ 4pm

¹ The person speaking is requested to fill out a speaker card stating items on which they wish to comment to be properly recognized during communications from the public and address comments to the Board of Directors. A limit of three (3) minutes per speaker is requested to allow others an opportunity to comment. Board members may ask questions of the speaker, but no action may be taken, and no discussion may be held on non-agenized items raised by the public. The General Manager may refer the matter to the proper personnel for review.

² The person speaking is requested to fill out a speaker card stating their name, address, and items on which they wish to comment to be properly recognized during communications from the public and address comments to the Board of Directors. Please limit your comment to three (3) minutes. Please step up to and speak at the podium.

MINUTES
Special Meeting of the Board of Directors
of the
SUNNYSLOPE COUNTY WATER DISTRICT
February 13th, 2025

A. CALL TO ORDER: The meeting was called to order at 4:03 p.m. by President Alcorn, at the Sunnyslope County Water District office, 3570 Airline Highway, Hollister, California.

ROLL CALL: Present in Person: President Michael Alcorn (MA), Vice President Jerry Buzzetta (JB), Director Dee Brown (DB), Director Edward Mauro (EM).

Absent: Director Orlando Martinez (OM).

B. PLEDGE OF ALLEGIANCE: Director Brown led those in attendance in the Pledge of Allegiance.

C. APPROVAL OF AGENDA: President Alcorn requested a motion to approve the agenda. Director Mauro motioned to approve the agenda, seconded by Director Brown, for which President Alcorn took a roll call vote as follows: (DB), yes; (JB), yes; (EM), yes; and (MA), yes; the motion carried 4-0-1.

D. PUBLIC COMMENTS AND AUDIENCE INTRODUCTIONS: The Board welcomed members of the public and opened the meeting to public comments regarding matters not itemized on the agenda. No comments were received.

Staff Present for Open Session: In Person: General Manager/Secretary Drew Lander, Executive Assistant/Stenographer Madison Koester.

E. NEW BUSINESS:

1. Board Discussion And Annual Goal Setting for General Manager/ Planning Meeting (Not A Project Per CEQA Article 20, Section 15378).

General Manager Lander presented a list of ongoing and upcoming projects across the District, along with corresponding departmental goals related to those projects.

Director Martinez joined the Special Board Meeting at 4:24 P.M.

Board members were invited to provide feedback on the presented list and were asked by General Manager Lander to share their priorities regarding district operations. During the discussion, President Alcorn requested that board members select five items from the General Manager's list to prioritize for the current calendar year. It was also suggested that a new section titled "Board Agenda" be added to the General Manager's list of goals to reflect the board's specific priorities for future meeting discussions.

F. ADJOURNMENT: President Alcorn adjourned the meeting at 5:04 p.m.

APPROVED BY THE BOARD:

Michael H. Alcorn, President

RESPECTFULLY SUBMITTED:

Drew A. Lander, Secretary

MINUTES
Regular Meeting of the Board of Directors
of the
SUNNYSLOPE COUNTY WATER DISTRICT
February 25th, 2025

A. CALL TO ORDER: The meeting was called to order at 5:02 p.m. by Vice President Buzzetta, at the Sunnyslope County Water District office, 3570 Airline Highway, Hollister, California.

ROLL CALL: Present in Person: Vice President Jerry Buzzetta (JB), Director Edward Mauro (EM), Director Dee Brown (DB), Director Orlando Martinez (OM).

Absent: President Michael Alcorn (MA).

B. PUBLIC COMMENTS ON CLOSED SESSION MATTERS: The Board welcomed members of the public and opened the meeting to public comments regarding matters identified on the Closed Session agenda. No comments were received.

C. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS:

1. Conference with Legal Counsel- Potential Litigation (§ 54956.9(b)):

- i. Joseph Vallejo, Victor Espericueta, and Christopher Jones v. the Neil Jones Food Company dba San Benito Foods (Case No. 5:24-cv-06835-VKD, Federal District Court, North District of California)*

Vice President Buzzetta retired to closed session at 5:02 p.m. and upon returning to the regular session, moved to take a brief recess at 5:15 p.m. The meeting was reconvened to open session at 5:20 p.m.

D. PLEDGE OF ALLEGIANCE: Director Mauro led those in attendance in the Pledge of Allegiance.

E. REPORT IN OPEN SESSION ACTION TAKEN IN CLOSED SESSION:

1. Conference with Legal Counsel- Potential Litigation (§ 54956.9(b)):

- i. Joseph Vallejo, Victor Espericueta, and Christopher Jones v. the Neil Jones Food Company dba San Benito Foods (Case No. 5:24-cv-06835-VKD, Federal District Court, North District of California)-* District counsel Michael Laredo provided a status report, that direction was given to the GM and no reportable action was taken.

F. APPROVAL OF AGENDA: Vice President Buzzetta requested a motion to approve the agenda. Director Mauro motioned to approve the agenda, seconded by Director Brown, for which Vice President Buzzetta took a roll call vote as follows: (OM), yes; (DB), yes; (EM), yes; and (JB), yes; the motion carried 4-0 with 1 absence.

G. PUBLIC COMMENTS AND AUDIENCE INTRODUCTIONS: The Board welcomed members of the public and opened the meeting to public comments regarding matters not itemized on the agenda. Douglas Johnson, President of the National Demographics Corporation, joined via Zoom to address any questions related to agenda item I-4. James Hamill, Managing Director for the California Statewide Communities Development Authority (CSCDA), participated via Zoom to respond to questions concerning agenda Item I-3. Additionally, Ross Doyle, Planning Project Manager for Ruggeri-Jensen-Azar, was present to address inquiries regarding agenda Item I-4. No public comments were received.

Staff Present for Open Session: In Person: General Manager/Secretary Drew Lander, Executive Assistant/Stenographer Madison Koester, Principal Engineer Robert Hillebrecht, Assistant Finance Manager Dana Sullivan, Water/Wastewater Superintendent Jose Rodriguez.

H. CONSENT AGENDA:

1. Approval of Minutes for:

Special Board Meeting of January 14th, 2025
 Regular Board Meeting of January 28th, 2025

2. Allowance of Claims – The Board reviewed the Disbursement Summary (below) for the period of January 1, 2025 through January 31, 2025, totaling \$1,255,989.39 which includes \$425,711.42 for payments to vendors, \$312,678.88 for Payroll, and \$448,778.84 paid to the City of Hollister for collection of City sewer billings (net of our fees).

<u>Date</u>	<u>Number</u>	<u>Name</u>	<u>Amount</u>
1/2/2025	ACH3031	Sterling Administration Health	120.00
1/6/2025	ACH3032	Sterling Administration Health	439.50
1/6/2025	ACH3033	Principal	3,631.27
1/7/2025	ACH3034	iCloud	12,472.80
1/8/2025	ACH3035	Sterling Administration Health	1,629.00
1/9/2025	ACH3036	Sterling Administration Health	139.05
1/9/2025	JN00725	Net Pay	82,750.52
1/9/2025	JN00725	Total Tax	20,852.72
1/10/2025	53346	Anne Muraski	14,940.00
1/10/2025	53347	Brenntag Pacific, Inc.	2,926.90
1/10/2025	53348	City of Hollister-Finance Dept	448,778.84
1/10/2025	53349	FedEx	50.19
1/10/2025	53350	Harrington Industrial Plastics LLC	196.93
1/10/2025	53351	John Smith Road Landfill	24.50
1/10/2025	53352	Mission Uniform Service	970.44
1/10/2025	53353	Recology San Benito County	357.64
1/10/2025	53354	San Benito County Water District	225.25
1/10/2025	53355	Toro Petroleum Corp.	1,817.74
1/10/2025	53356	U.S. Bank Corporate Payment Systems	4,778.36
1/10/2025	53357	Wallace Group	45,396.17
1/14/2025	ACH3037	Colonial Life	1,871.74
1/14/2025	ACH3038	P G & E	26,750.78
1/15/2025	53359	A-1 Services	504.00
1/15/2025	53360	Ace Hardware (Johnson Lumber Co.)	425.21
1/15/2025	53361	Auto Tech Service Center, Inc.	120.00
1/15/2025	53362	Brenntag Pacific, Inc.	10,788.59
1/15/2025	53363	Brigantino Irrigation	78.88
1/15/2025	53364	Calcon System, Inc.	1,310.00
1/15/2025	53365	CM Analytical, Inc.	9,333.75
1/15/2025	53366	Community Printers, Inc.	1,982.99
1/15/2025	53367	De Lay & Laredo	2,512.00
1/15/2025	53368	EBCO Pest Control	75.00
1/15/2025	53369	Extreme Air, Inc.	360.00
1/15/2025	53370	Harrington Industrial Plastics LLC	1,117.86
1/15/2025	53371	Hollister Auto Parts, Inc.	264.19
1/15/2025	53372	Iconix Waterworks (US) Inc.	2,635.97
1/15/2025	53373	Mandego Apparel	210.31
1/15/2025	53374	Mark Nicholson, Inc.	5,856.93
1/15/2025	53375	Mission Uniform Service	744.05
1/15/2025	53376	New SV Media, Inc. (was So. Valley News.)	702.00
1/15/2025	53377	PACE Supply Corp	1,883.38

1/15/2025	53378	Palace Business Solutions	76.80
1/15/2025	53379	Quinn Company	999.23
1/15/2025	53380	San Benito Tire Pros & Automotive	25.00
1/15/2025	53381	Trans Union LLC	162.85
1/15/2025	53382	UWUA Local 820	692.40
1/15/2025	53383	Wright Bros. Welding & Sheet Metal, Inc.	66.00
1/15/2025	ACH3039	Sterling Administration Health	598.99
1/17/2025	53384	Ace Hardware (Johnson Lumber Co.)	268.22
1/17/2025	53385	Brenntag Pacific, Inc.	37,619.41
1/17/2025	53386	Brigantino Irrigation	96.09
1/17/2025	53387	Bryan Mailey Electric, Inc	10,063.68
1/17/2025	53388	Fastenal Company	36.18
1/17/2025	53389	Green Line	2,170.00
1/17/2025	53390	Hach Company	6,926.12
1/17/2025	53391	Hollister True Value	26.19
1/17/2025	53392	ICON Cloud Solutions, LLC	291.46
1/17/2025	53393	InfoSend	3,934.84
1/17/2025	53394	O'Reilly Auto Parts	13.68
1/17/2025	53395	VEOLIA WTS Analytical Instruments, Inc.	18,534.58
1/17/2025	53396	Environmental Dynamics International, Inc.	8,764.00
1/17/2025	ACH3040	ADP	2,335.02
1/21/2025	ACH3041	Sterling Administration Health	73.50
1/21/2025	ACH3042	CalPERS - Retirement	162.18
1/21/2025	ACH3043	CalPERS - Retirement	291.50
1/21/2025	ACH3044	CalPERS - Retirement	4,953.25
1/21/2025	ACH3045	CalPERS - Retirement	8,438.06
1/21/2025	ACH3046	Nationwide Retirements Solutions	9,448.84
1/21/2025	ACH3047	CalPERS - Retirement	10,662.99
1/21/2025	ACH3048	CalPERS - Health Insurance	38,128.60
1/22/2025	ACH3049	Sterling Administration Health	212.00
1/23/2025	JN00727	Net Pay	77,584.07
1/23/2025	JN00727	Total Tax	19,140.56
1/27/2025	53397	Amazon Capital Services	147.89
1/27/2025	53398	Anderson Homes	25,079.00
1/27/2025	53399	Anderson Homes	35,006.00
1/27/2025	53400	Atlas Copco Compressors LLC	2,093.24
1/27/2025	53401	Brenntag Pacific, Inc.	23,163.05
1/27/2025	53402	Brigantino Dirt Works CL#1095515	9,230.30
1/27/2025	53403	Century Communities of California, LLC	47,771.65
1/27/2025	53404	Corbin Willits Systems, Inc. (MOM's)	162.00
1/27/2025	53405	exceedio	3,993.18
1/27/2025	53406	Ferguson Enterprises LLC #3325	688.42
1/27/2025	53407	First Trust Alarm Company	1,573.77
1/27/2025	53408	Hach Company	8,774.42
1/27/2025	53409	Jesse Mack Company Inc.	889.10
1/27/2025	53410	Meter, Valve & Control	75,176.50
1/27/2025	53411	Mission Uniform Service	464.65
1/27/2025	53412	Monterey Signs, Inc.	136.56
1/27/2025	53413	Motion Industries, Inc.	1,202.47
1/27/2025	53414	San Benito County- Elections Department	400.00
1/27/2025	53415	San Benito County- Environ. Health Div.	8,110.00
1/27/2025	53416	San Benito Tire Pros & Automotive	855.07
1/27/2025	53417	Silke Communications, Inc.	3,284.13

1/27/2025	53418	Star Concrete	940.64
1/27/2025	53419	Toro Petroleum Corp.	1,853.48
1/27/2025	53420	Verizon Wireless	576.14
1/27/2025	53421	Waste Resource Recovery, Inc.	1,000.00
1/27/2025	53422	Wright Bros. Indust. Supply	72.87
1/29/2025	ACH3050	CalPERS - Retirement	162.18
1/29/2025	ACH3051	CalPERS - Retirement	8,321.46
1/29/2025	ACH3052	Nationwide Retirements Solutions	9,448.84
1/29/2025	ACH3053	CalPERS - Retirement	10,590.64
			-\$1,255,989.39

3. Receive Engineering Services Monthly Status Report.
4. Receive Finance Manager Monthly Status Reports: a. Narrative Report, b. Operation Summary, c. Statement of Income, d. Investment Summary, and e. Board Designated Reserves.
5. Receive Superintendent Monthly Status Reports: a. Maintenance, b. City Meter Reading, and c. Groundwater Level Measurement.
6. Receive General Manager Monthly Status Report.

Vice President Buzzetta asked for public comment and upon receiving none, Vice President Buzzetta requested a motion to approve the consent agenda. Upon a motion made by Director Mauro to approve the Consent Agenda, seconded by Director Brown, for which Vice President Buzzetta then took a roll call vote as follows: (OM), yes; (DB), yes; (EM), yes; and (JB) yes; the motion carried 4-0 with 1 absence.

I. NEW BUSINESS:

1. **Public Hearing requesting public input regarding the composition of potential Board election divisions (Not A Project Under CEQA Per Article 20, Section 15378).**

General Manager Lander introduced Douglas Johnson, President of the National Demographics Corporation, who participated via Zoom to provide a comprehensive overview of the transition from an at-large to a by-district Board election system. Mr. Johnson detailed the legal framework governing the transition and presented a structured timeline outlining the District's implementation process.

Following the presentation, Mr. Johnson addressed inquiries from the Board regarding the transition's potential impact on current Board terms and the utilization of the 2020 Census data in defining district boundaries.

Vice President Buzzetta invited public comments; however, none were received. As this item was presented for discussion purposes only, no motion was required.

Vice President Buzzetta subsequently concluded the public hearing at 5:53 PM.

2. **Receive and Discuss Six-Month Budget Review of District's Financial Results from July 1, 2024 thru December 31, 2024.**

Finance and Human Resources Manager Barry Kelly presented the District's six-month budget review, noting a 19% increase in revenue compared to previous years. This growth is attributed to the recent rate increase and a rise in water consumption. While the increase

in rates and consumption has positively impacted revenue, Mr. Kelly also highlighted notable expense variances, particularly in chemicals, supplies, and PG&E costs.

President Alcorn joined the board meeting at 5:57 PM.

Mr. Kelly addressed the Board's questions regarding the proposed second rate increase, providing assurance that the Finance Department currently recommends proceeding with its implementation. He further stated that the third and final proposed rate increase will be carefully evaluated when the budget is presented for subsequent review.

Vice President Buzzetta invited public comments; however, none were received. As this item was presented for review and acceptance only, no motion was required. The Board acknowledged receipt of the six-month budget review, and Vice President Buzzetta returned the meeting to President Alcorn to proceed with the remaining agenda items.

3. Board Discussion Regarding The Statewide Community Infrastructure Program ("SCIP") In Preparation To Holding A Public Hearing To Join The SCIP Program (Not A Project Under CEQA Per Article 20, Section 15378).

General Manager Lander provided a brief background on the item, informing the Board that the District joined the California Statewide Communities Development Authority (CSCDA) in 2002. He noted that local developers have since requested the Board consider participating in the Statewide Community Infrastructure Program (SCIP) as a financing mechanism for development-related costs.

Mr. Lander introduced James Hamill, Managing Director for CSCDA, who provided an overview of SCIP participation. Mr. Hamill explained the program's structure and addressed questions from the Board regarding grant requirements for capital projects and the financial risks associated with joining the program. He clarified that since CSCDA manages all aspects of district formation, bond issuance, and administration, there are no financial risks to the District.

President Alcorn then opened the floor for public comment. Local developer, Bill Lee inquired about bond timing. Mr. Hamill assured Mr. Lee that there are no penalties for a bond not being fully utilized within the projected timeframe, provided the original estimate and intent were reasonable at the project's inception.

As this item was not publicly posted in time, the Board could not take formal action. Consequently, the item was presented for discussion only and did not require a motion.

4. Authorize The General Manager To Enter Into A Contract With Ruggeri-Jensen-Azar Not To Exceed \$120,000 To Design The Foxhill Pipeline From Gavilan College To Harbern Way As Part Of The Urban Community Drought Relief Grant Consolidation Project (Not A Project Under CEQA Per Article 20 Section 15378).

General Manager Lander provided a report on this item, informing the Board of the necessity of the proposed design for the overall consolidation of the Stonegate, Tres Pinos, Venture Estates, and Best Road Mutual Water Systems.

Mr. Lander emphasized that while the associated costs will be reimbursed through state-funded grants, due diligence was exercised in the selection of Ruggeri-Jensen-Azar (RJA) for this portion of the project. Although Wallace Group is responsible for the broader consolidation effort, RJA's prior involvement in the original development design makes them better suited for this specific task. Their selection is expected to minimize redundant

work, particularly in areas such as surveying, road, and grading design, while also mitigating the risk of conflicts with the Fairview Corners Phase 2 developer.

President Alcorn then asked for any public comment and upon receiving no public comment, requested a motion to approve the item. Director Brown made a motion to authorize the General Manager to enter into a contract with Ruggeri-Jensen-Azar not to exceed \$120,000 to design the Foxhill Pipeline from Gavilan College to Harbern Way as part of the Urban Community Drought Relief Grant Consolidation Project. This motion was seconded by Director Mauro for which President Alcorn then took a roll call vote as follows: (DB), yes; (EM), yes; (JB), yes; (OM), yes; and (MA), yes; the motion passes 5-0.

5. Authorize the General Manager to Execute An Amendment to The Contracts with Wallace Group for Professional Engineering Services, Increasing the Not To Exceed Amount By \$700,500 (Not A Project Under CEQA Per Article 20 Section 15378).

General Manager Lander presented this item, referencing the original contract with Wallace Group that was approved in April 2024 for the water system consolidation projects.

Mr. Lander clarified that this item does not expand the project's overall scope but rather allocates grant funds to support a specific component of the project — potholing services. Given the expedited design and construction schedule imposed by grant funding, it is recommended that the District contract with Wallace Group to subcontract and manage the potholing work. This approach will prevent delays that could adversely impact the project's timeline and the costs associated with potholing will be fully reimbursed through state grant funding.

Additionally, this item proposes contracting with Wallace Group to provide engineering design services for electrical, hydraulic, and site improvements near Lessalt and at Well #5. While this portion of the project will be funded through the District's Water Capacity Fund, these improvements qualify as matching fund projects under the terms of the District's existing grants.

President Alcorn then asked for any public comment and upon receiving no public comment, requested a motion to approve the item. Director Mauro made a motion to authorize the General Manager to execute an amendment to the contracts with Wallace Group for professional engineering services, increasing the not to exceed amount by \$700,500. This motion was seconded by Director Martinez for which President Alcorn then took a roll call vote as follows: (OM), yes; (JB), yes; (EM), yes; (DB), yes; and (MA), yes; the motion passes 5-0.

6. Authorize The General Manager To Purchase 2 Medium Duty All Electric Bright Drop Vans From Greenwood Chevrolet For A Combined Cost Not To Exceed \$20,000 After Grants And Rebates, And Surplus Vehicle 309, And Authorize To Purchase 1 Medium Duty Box Electric Truck From Phoenix EV, Not To Exceed \$115,000 After Grants And Rebates, And Surplus Vehicle 108. (Not A Project Under CEQA Per Article 20, Section 15378).

General Manager Lander introduced this item to the Board, detailing his ongoing efforts with Phoenix EV to advance the electrification of the District's fleet. While Phoenix EV's current vehicle models are generally more heavy-duty than the District's operational needs, recent updates to air quality standards issued by the Monterey Bay Air Resources District (MBARD) have required the District to retire its 2008 "Leak Truck."

In collaboration with Phoenix EV, a suitable replacement box truck was identified that meets or exceeds all California State clean vehicle standards. Through the utilization of available grant funding and incentives, the cost of this vehicle is expected to be reduced to approximately half of its standard purchase price.

In addition to the box truck, Mr. Lander explained that the District was approached by a local dealership regarding the availability of two "BrightDrop" electric vans. These vans are similar in size to the District's current trucks and offer the added advantage of enclosed interiors. This design feature enables operators to perform on-site repairs, such as meter servicing, without needing to return to the District's facilities.

By leveraging the MBARD Grant, Chevy Rebate, and State EV Rebate, the two electric vans are expected to be acquired at minimal cost, while the box truck's final price will be significantly reduced.

President Alcorn then asked for any public comment and upon receiving no public comment, requested a motion to approve the item. Director Buzzetta made a motion to authorize the General Manager to purchase 2 medium duty all electric Bright Drop Vans from Greenwood Chevrolet for a cost not to exceed \$20,000 after grants and rebates, and surplus vehicle 309, and authorize to purchase 1 medium duty box truck from Phoneiz EV, not to exceed \$115,000 after grants and rebates, and surplus vehicle 108. This motion was seconded by Director Brown for which President Alcorn then took a roll call vote as follows: (DB), yes; (EM), yes; (JB), yes; (OM), yes; and (MA), yes; the motion passes 5-0.

J. BOARD COMMITTEE and STATUS REPORTS

1. **Governance Committee:** (Meeting Held January 31st, 2025)
2. **Water/Wastewater Committee:** (No Meeting)
3. **Finance Committee:** (Meeting Held February 7th, 2025)
4. **Policy and Procedure Committee:** (No Meeting.)
5. **Personnel Committee:** (No Meeting)
6. **Water Resources Association of San Benito County (WRA):** (Meeting Held February 6th, 2025)- Director Buzzetta reports that he won't be able to attend the next meeting on April 3rd, 2025, asking his alternative, Director Orlando Martinez, to step in.

K. BOARD and STAFF REPORTS

1. **Directors:** President Alcorn reminded fellow directors to submit their five board priorities that were requested at the special meeting of February 13th, 2025.
2. **District Counsel:** No Report.
3. **General Manager:** General Manager/Secretary Lander provided an update on the significant number of ongoing projects throughout the District. He reported that the Best Road Pipeline Project, managed by Wallace Group, is progressing well. The replacement blower at the SBR has been ordered. Engineers Robert Hillebrecht and Alvin Do have been actively engaged in supporting District operations. In the field, Superintendent Jose Rodriguez and Crew Chief Dee J Burbank have been working diligently on the ongoing meter project, which has been in progress for the past few years. Mr. Lander further noted his intention to present an item to the Board in the near future regarding the meter project.

This proposal will recommend outsourcing the replacement of the remaining few hundred older meters to expedite the project's completion.

L. FUTURE AGENDA ITEMS: Old Meter Replacement Project

M. ADJOURNMENT: President Alcorn adjourned the meeting at 7:31 p.m.

APPROVED BY THE BOARD:

Michael H. Alcorn, President

RESPECTFULLY SUBMITTED:

Drew A. Lander, Secretary



Disbursement Reports FY 24-25

Feb 1, 2025 through Feb 28, 2025

Date	Num	Name	Amount	Type
2/4/2025	53435	Mission Uniform Service	505.90	Vendors
2/4/2025	53441	USA Blue Book	914.15	Vendors
2/4/2025	53436	San Benito County Water District	446,748.38	San Benito
2/4/2025	53431	Hach Company	1,676.10	Vendors
2/4/2025	53432	InfoSend	898.36	Vendors
2/4/2025	53423	ACC Business	1,331.84	Vendors
2/4/2025	53443	Veolia Water Technologies, Inc.	1,147.55	Vendors
2/4/2025	53439	Simplot Grower Solutions	1,338.25	Vendors
2/4/2025	53438	San Benito Tire Pros & Automotive	720.27	Vendors
2/4/2025	53424	ACWA/JPIA	11,867.71	Vendors
2/4/2025	53426	Amazon Capital Services	293.56	Vendors
2/4/2025	53440	Transene Company Inc (Shape Products)	163.73	Vendors
2/4/2025	53428	Enterprise Electrical Services	265.00	Vendors
2/4/2025	53425	Agile Occupational Medicine, PC	85.00	Vendors
2/4/2025	53427	Central Ag Supply LLC	1,159.30	Vendors
2/4/2025	53429	Fastenal Company	113.85	Vendors
2/4/2025	53430	Frisch Engineering Inc.	630.00	Vendors
2/4/2025	53442	UWUA Local 820	692.40	Vendors
2/4/2025	53434	Mid Valley Supply	280.93	Vendors
2/4/2025	53433	Mc Master-Carr	165.20	Vendors
2/4/2025	ACH3054	P G & E	23,613.03	Vendors
2/4/2025	53447	KARL & MARY BOUDER	1,316.92	Customer
2/5/2025	ACH3055	Principal	5,753.15	Payroll
2/6/2025	JN00747	Total Tax	19,732.60	Payroll
2/6/2025	JN00747	Net Pay	80,969.99	Payroll
2/10/2025	53460	Mission Uniform Service	453.37	Vendors
2/10/2025	53448	Ace Hardware (Johnson Lumber Co.)	114.59	Vendors
2/10/2025	53450	Brenntag Pacific, Inc.	12,319.51	Vendors
2/10/2025	53468	USA Blue Book	235.09	Vendors
2/10/2025	53465	San Benito County Water District	189.50	San Benito
2/10/2025	53466	Toro Petroleum Corp.	1,845.52	Vendors
2/10/2025	53451	Brigantino Irrigation	137.04	Vendors
2/10/2025	53456	Hach Company	408.22	Vendors
2/10/2025	53455	Ferguson Enterprises, Inc.	253.18	Vendors
2/10/2025	53453	City of Hollister-Finance Dept	494,148.15	Hollister
2/10/2025	53467	U.S. Bank Corporate Payment Systems	1,169.39	Vendors
2/10/2025	53457	Harrington Industrial Plastics LLC	196.93	Vendors
2/10/2025	53454	Clean Brothers	150.00	Vendors
2/10/2025	53469	Wallace Group	57,854.06	Vendors
2/10/2025	53459	Metropolitan Compounds Inc	2,078.56	Vendors
2/10/2025	53449	Amazon Capital Services	275.01	Vendors
2/10/2025	53464	Recology San Benito County	357.64	Vendors
2/10/2025	53461	Motion Industries, Inc.	337.55	Vendors

Disbursement Reports FY 24-25

2/10/2025	53458	Judy's Gifts & Awards	81.19	Vendors
2/10/2025	53462	O'Reilly Auto Parts	60.00	Vendors
2/10/2025	53463	Postal Graphics	18.01	Vendors
2/10/2025	53452	Calcon System, Inc.	1,946.50	Vendors
2/11/2025	ACH3056	iCloud	13,615.46	Vendors
2/12/2025	ACH3057	Colonial Life	2,288.16	Payroll
2/14/2025	ACH3059	CalPERS - Retirement	291.50	Payroll
2/14/2025	ACH3061	CalPERS - Retirement	4,953.25	Payroll
2/14/2025	ACH3062	CalPERS - Retirement	8,419.06	Payroll
2/14/2025	ACH3064	CalPERS - Retirement	10,607.37	Payroll
2/14/2025	ACH3058	CalPERS - Retirement	162.18	Payroll
2/14/2025	53480	Mission Uniform Service	505.90	Vendors
2/14/2025	53470	Ace Hardware (Johnson Lumber Co.)	45.83	Vendors
2/14/2025	53472	Brenntag Pacific, Inc.	39,130.88	Vendors
2/14/2025	ACH3063	Nationwide Retirements Solutions	9,448.85	Payroll
2/14/2025	53476	Hach Company	328.00	Vendors
2/14/2025	53475	Ferguson Enterprises, Inc.	52.06	Vendors
2/14/2025	53478	Iconix Waterworks (US) Inc.	1,129.21	Vendors
2/14/2025	53481	PACE Supply Corp	83,101.02	Vendors
2/14/2025	53483	Quinn Company	1,707.55	Vendors
2/14/2025	53477	ICON Cloud Solutions, LLC	291.46	Vendors
2/14/2025	53471	Amazon Capital Services	117.83	Vendors
2/14/2025	53474	CM Analytical, Inc.	15,147.00	Vendors
2/14/2025	53479	J & J Air Conditioning	557.78	Vendors
2/14/2025	53484	Trans Union LLC	200.56	Vendors
2/14/2025	53482	Postal Graphics	41.69	Vendors
2/14/2025	53473	Calcon System, Inc.	950.00	Vendors
2/14/2025	ACH3060	ADP	2,347.25	Vendors
2/20/2025	JN00748	Total Tax	19,050.05	Payroll
2/20/2025	JN00748	Net Pay	77,437.30	Payroll
2/21/2025	ACH3066	CalPERS - Retirement	8,330.27	Payroll
2/21/2025	ACH3065	CalPERS - Retirement	162.18	Payroll
2/21/2025	ACH3068	CalPERS - Retirement	10,640.13	Payroll
2/21/2025	ACH3067	Nationwide Retirements Solutions	9,448.84	Payroll
2/21/2025	ACH3069	CalPERS - Health Insurance	37,112.46	Payroll
2/25/2025	53513	Mission Uniform Service	453.37	Vendors
2/25/2025	53498	Ace Hardware (Johnson Lumber Co.)	470.86	Vendors
2/25/2025	53500	Brenntag Pacific, Inc.	31,561.67	Vendors
2/25/2025	53520	USA Blue Book	257.65	Vendors
2/25/2025	53518	Toro Petroleum Corp.	2,745.20	Vendors
2/25/2025	53506	Hollister Auto Parts, Inc.	9.82	Vendors
2/25/2025	53509	John Smith Road Landfill	968.01	Vendors
2/25/2025	53517	State Water Resources Control Board-DWOCF	105.00	Vendors
2/25/2025	53507	InfoSend	3,937.45	Vendors
2/25/2025	53499	Amazon Capital Services	561.30	Vendors

Disbursement Reports FY 24-25

2/25/2025 53501	Central Ag Supply LLC	665.33	Vendors
2/25/2025 53502	De Lay & Laredo	2,671.00	Vendors
2/25/2025 53504	exceedio	3,993.18	Vendors
2/25/2025 53519	Tyler Technologies, Inc.	599.09	Vendors
2/25/2025 53503	Enterprise Electrical Services	430.00	Vendors
2/25/2025 53497	A-1 Services	504.00	Vendors
2/25/2025 53515	R&S Erection of Monterey Bay, Inc.	379.00	Vendors
2/25/2025 53510	Luis M. Vasquez-Herrera	213.03	Vendors
2/25/2025 53505	Green Line	2,110.00	Vendors
2/25/2025 53516	Sharp Engineering and Construction, Inc.	11,400.00	Vendors
2/25/2025 53508	Interstate Battery System of San Jose Inc	164.32	Vendors
2/25/2025 53514	O'Reilly Auto Parts	80.75	Vendors
2/25/2025 5351151481	Mark Nicholson, Inc.	22,344.50	Vendors
2/25/2025 53512	Mc Master-Carr	47.70	Vendors
2/26/2025 ACH3070	ADP	236.30	Vendors
2/28/2025 JN00749	Total Tax	-19,050.05	Payroll
2/28/2025 JN00750	Total Tax	19,050.05	Payroll
2/28/2025 JN00749	Net Pay	-77,437.30	Payroll
2/28/2025 JN00750	Net Pay	77,437.30	Payroll
			1621541.79

S U M M A R Y:

Accounts Payable Paid to:

Vendors	\$374,331.50
Payroll - Employee	\$304,807.34
San Benito County	\$446,937.88
City of Hollister for City Billing Collected, Net of Fees	\$494,148.15
Customer Refunds & Returned Checks/ACH	\$1,316.92
Debt & Finance	\$0.00
Total Disbursements	\$1,621,541.79

Staff Report

Agenda Item: **H-3**

DATE: March 17, 2025 (March 25, 2025 Meeting)

TO: Board of Directors

FROM: Principal Engineer, Rob Hillebrecht

SUBJECT: Engineering Services Monthly Status Report

Best Road Mutual Consolidation

Specialty Construction Inc. (SCI) intends to begin construction work on John Smith Road the week of March 24 to install the new 8" water pipeline. A time extension is pending with DWR on the grant funding such that the new completion deadline is January 1, 2026. However, our target operational date remains July 1, 2025, due to Best Road Mutual's (BRM) violation with DDW. Sunnyslope and BRM are attempting to collect signatures from all BRM owners, agreeing to Sunnyslope's rate structure rather than undergoing a 218 process. Sunnyslope staff are testing, repairing, and disinfecting the existing we are inheriting from SBCWD pipeline going Well #5 to Fairview Rd as this is a key portion of the overall project. The contract for SCADA work for the consolidation is going before the Board for approval this meeting.

Venture Estates, Tres Pinos, & Stonegate Consolidation

Sunnyslope met with Wallace Group and SBCWD to thoroughly discuss the 50% design plans for the "Mega" Consolidation Project to ensure that all the comments are fully understood and addressed. The Fire Marshal clarified the fire flow demands required for Tres Pinos which may influence the final design, especially the sizing of an additional tank at Stonegate. Wallace Group's contractor should begin potholing conflict utilities for the entire project (about 120 potholes) in April. Meetings with SBCWD determined that we would partner on the project to replace their pipe along Hwy 25 from Best Road to near Tres Pinos Elementary (at their cost) then run our new 8" pipe serving Stonegate & Tres Pinos inside their existing pipe. RJA held its initial design meeting with Sunnyslope for the portion of the project crossing Fairview Corners Phase 2 where we discussed the pipe alignment, depth, protection, grading, and temporary drainage prior to the development construction. Finally, Sunnyslope issued a Request for Proposals to qualified land appraisers, reviewed the submitted proposals, and the Professional Service Contract is before the Board for approval. Once desired easements are appraised, we can move forward with acquisition negotiations. Staff are also continuing work on the Matching Fund projects and considering that the consolidated systems apply for an SRF loan for the fire flow portions of the project that are estimated to cost \$2-3 Million.

Engineering Staff Trainings

The Engineering Department has participated in very valuable training conducted by AWWA about well rehabilitation and pump maintenance. Additionally, Assistant Engineer Do has been watching free trainings on the operation of the Ignition SCADA program.

Water Meter Replacement

To best implement the AMI water meter system in which water meter reads are automatically collected by a radio antenna network daily, Sunnyslope must replace approximately 2,200 old meters. These meters use outdated radio transmitters with less transmission power making them much harder for the antenna network to consistently read. Staff currently do not have the bandwidth to replace that many meters in addition to all the other duties. Therefore, Sunnyslope is requesting qualified plumbing contractors submit bids for completing the work. A contract is expected to be awarded in the April Board Meeting.

Electronic Annual Reports

Staff submitted the Electronic Annual Reports (EAR) for Sunnyslope and SBCWD to DDW. These reports summarize FY 2023/2024 including categories such as operator certifications, backflow prevention program, financial viability, system upgrades, water supply and demand, complaints, and more. Sunnyslope submits the report for SBCWD as the operator of their potable water distribution system defined as being the pipelines from the Lessalt and West Hills plants to the turnouts.

Enterprise Lift Station Construction

The electrical control panels for the new Enterprise Lift Station serving the Vista del Calabria development have been completed and are ready for installation. The site has been fenced, and the emergency backup generator and automatic transfer switch will soon be installed. Once all the electrical components are installed, we will begin testing and integration of the new Lift Station into our SCADA. The station should be operational by early to mid-May.

Decommissioning Oak Canyon Lift Station

Immediately after the Enterprise Lift Station is operational, the Oak Canyon Lift Station Decommissioning Project may begin. Sunnyslope is requesting bids from qualified underground contractors to redirect wastewater flow from Oak Canyon down to the Enterprise Lift Station. We hope to award the decommissioning contract at the April Board Meeting so that the project can be completed by July 2025.

Developments

The Fairview Corners Phase 1 and West of Fairview Phase 3 developments are preparing to break ground on construction in April. Sunnyslope staff have reviewed material submittals, attended pre-construction meetings, made arrangements for selling construction water, and discussed Sunnyslope's inspection procedures with the developers and the construction contractors for each of these developments. Santana Ranch Phase 10 may begin construction this summer. Willow Landing, Santana Ranch Phase 8 & 9, West of Fairview Phase 2, Vista del Calabria, Annotti Landing, and Fulton Way developments completed water/sewer infrastructure and are ready to begin or in the process of building the homes.

Staff Report

Agenda Item: H - 4

DATE: March 13, 2025 (March 25, 2025 Meeting)

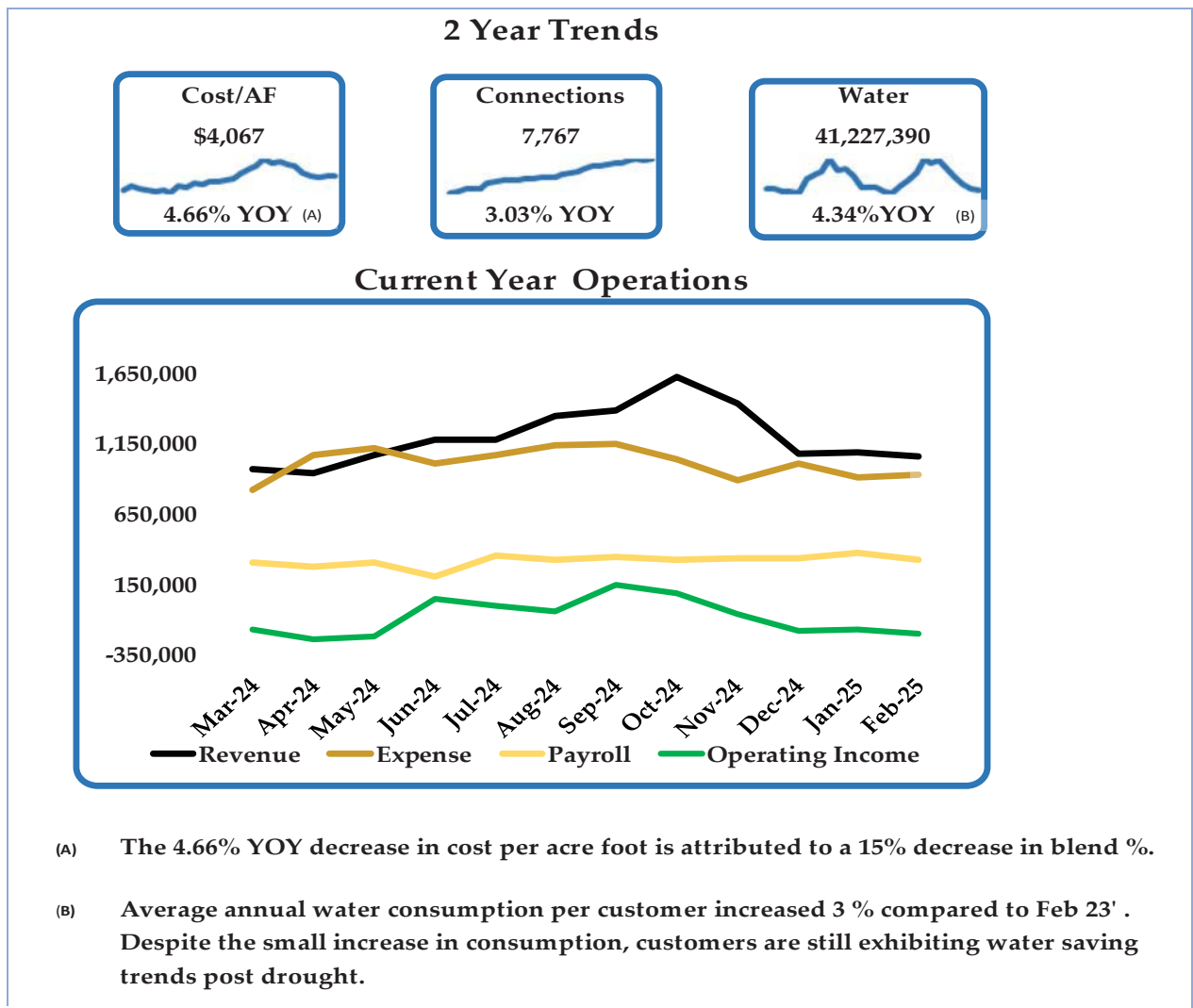
TO: Board of Directors

FROM: Finance Dept. Dana Sullivan & Barry Kelly

SUBJECT: Statements of: a. Operations, b. Income, c. Investment, and d. Board Designated Reserves.

OVERVIEW

(February 2025)



OPERATIONS SUMMARY

(February 2025)

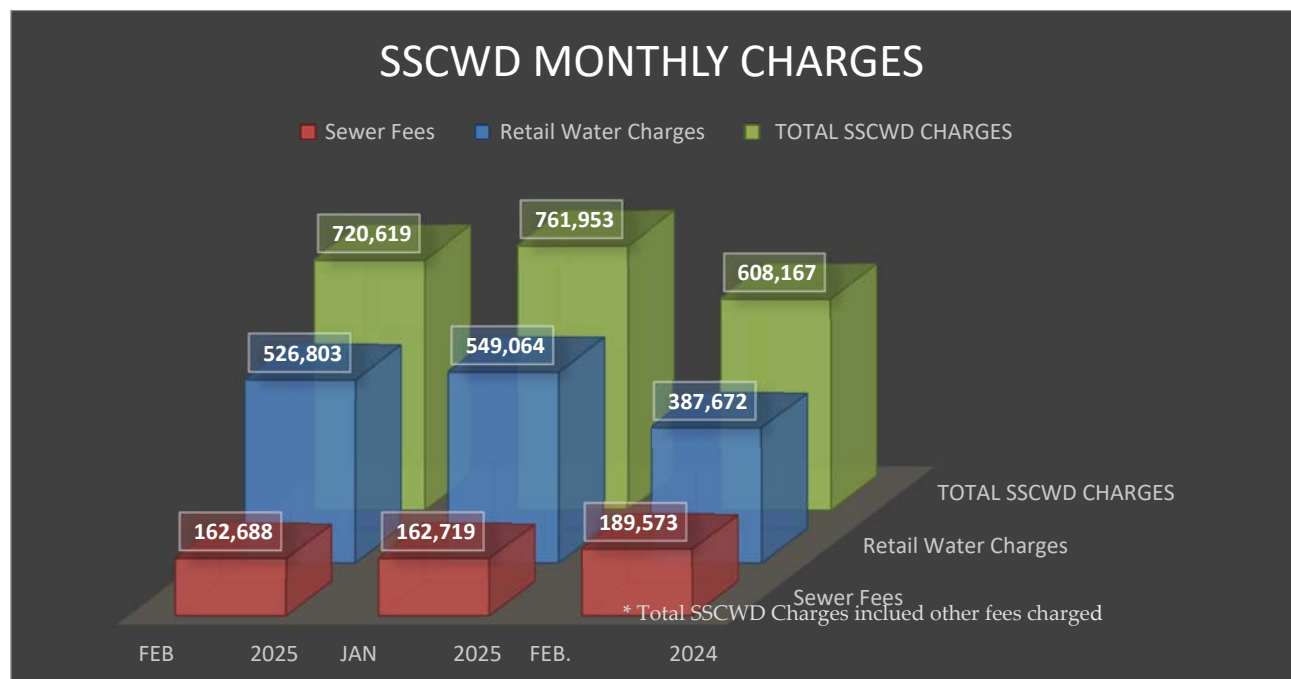
In February 2025, the District added 8 new water connections from home developments, bringing the total number of new development connections to 112 for the fiscal year 2024-2025. As of February, the District served 7,767 active customers, with 6,072 utilizing online services and electronic payments.

Financially, year-to-date revenue for FY 2024-2025 stands at \$7.4 million. Receivables from operations total \$1.3 million, with a past due portion of 4.43%—the lowest in the past four years. This improvement is attributed to enhanced collection efforts, including liens, shut-off notices, and dedicated customer service.

Operational and San Benito Foods receivables are current, amounting to \$287k and \$33.5k, respectively.

Water consumption has increased by 7.3% year-to-date, with billed metered water reaching 588M gallons compared to 548M gallons in the same period the previous year.

These positive trends are supported by the District's strategic investments in infrastructure and customer service, aligning with broader industry efforts to enhance water delivery and management. However, it's important to note that climate change poses challenges to water supply and demand. Emerging trends contribute to higher water usage, while supply is impacted by greater variability in precipitation patterns, necessitating robust water management strategies.



STATEMENT OF INCOME VS BUDGET

(February 2025)

The District's year-to-date (YTD) financial performance for fiscal year 2024-2025 shows a net operating loss of \$(414k), a significant improvement from the \$(1.3m) loss in the same period the previous year. This positive change is primarily attributed to several key factors:

- **Operational Efficiency:** Lower blend percentages have reduced operational costs at the treatment plants. However, during winter months, higher blend percentages may be necessary to manage salinity levels effectively.
- **Rate Adjustments:** The rate increase implemented in September 2024 has contributed to the expected higher revenues. As expected, earlier adoption of the rate increase to compensate for increases in SBCWD charges is important to our future partnership.
- **Customer Growth and Consumption:** An increase in both the number of consumers and overall water consumption has bolstered revenue.

The District anticipates higher blend percentages during the winter months to combat salinity levels at the wastewater facility. This is due to a reduction in irrigation demand. With less irrigation the high-quality water produced at the water plants will be maintained to provide a higher percentage of softer water to customers. Conversely, during warmer months with higher consumption and irrigation, blend percentages are expected to decrease. This cyclical adjustment aims to balance operational costs throughout the year, optimizing both treatment efficacy and financial performance. These developments underscore the District's commitment to enhancing operational efficiency, ensuring financial stability, and maintaining high-quality water treatment services for the community.

INVESTMENT SUMMARY

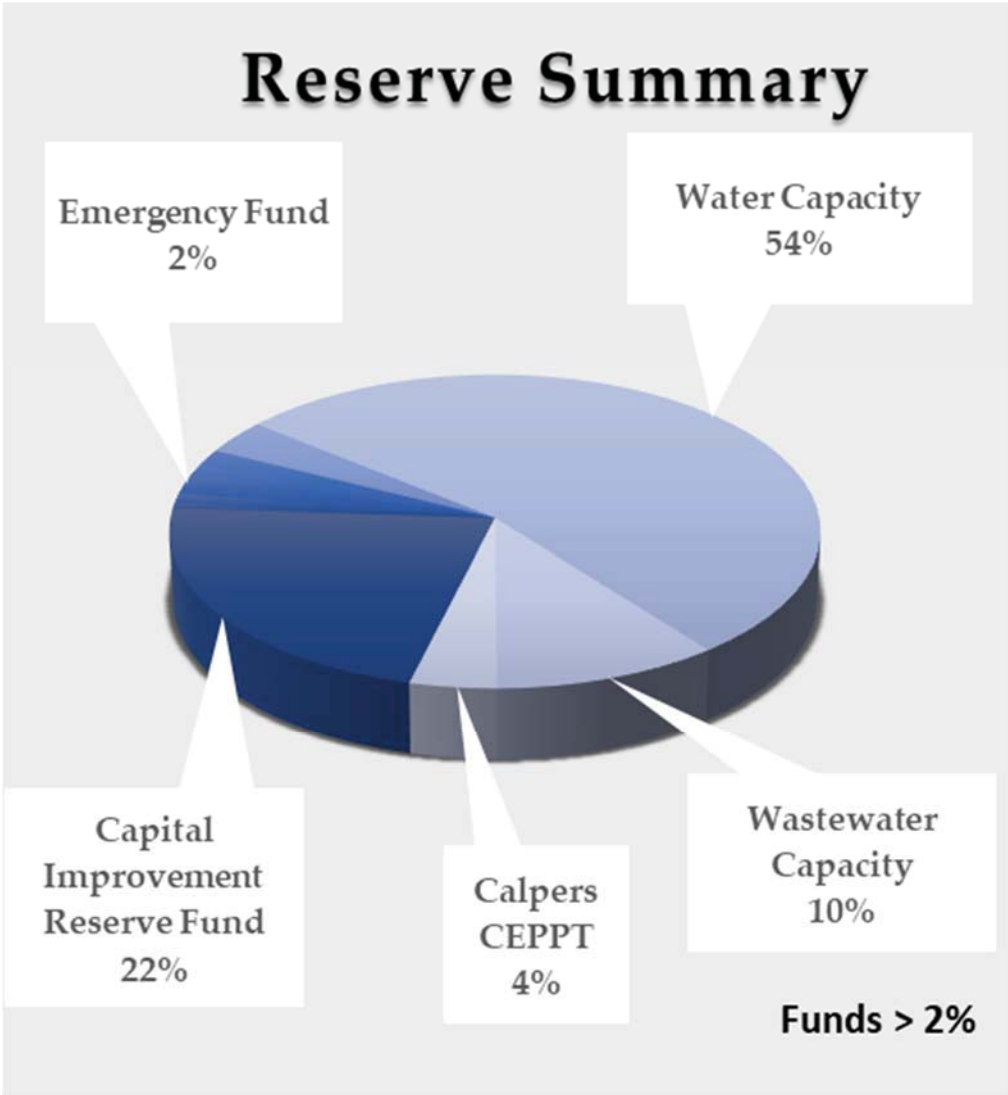
(February 2025)

As of February 2025, the District's cash and invested funds total \$26.6m, with over \$23M earning interest rates between 1.1% and 4.9%. Year-to-date (YTD) income from these investments stands at \$538k. The District's investment income contributes positively to its overall financial health, supplementing revenues from water charges and helping to offset operational costs. Continued monitoring of investment performance and alignment with financial goals will be essential to maintain and enhance the District's fiscal stability.

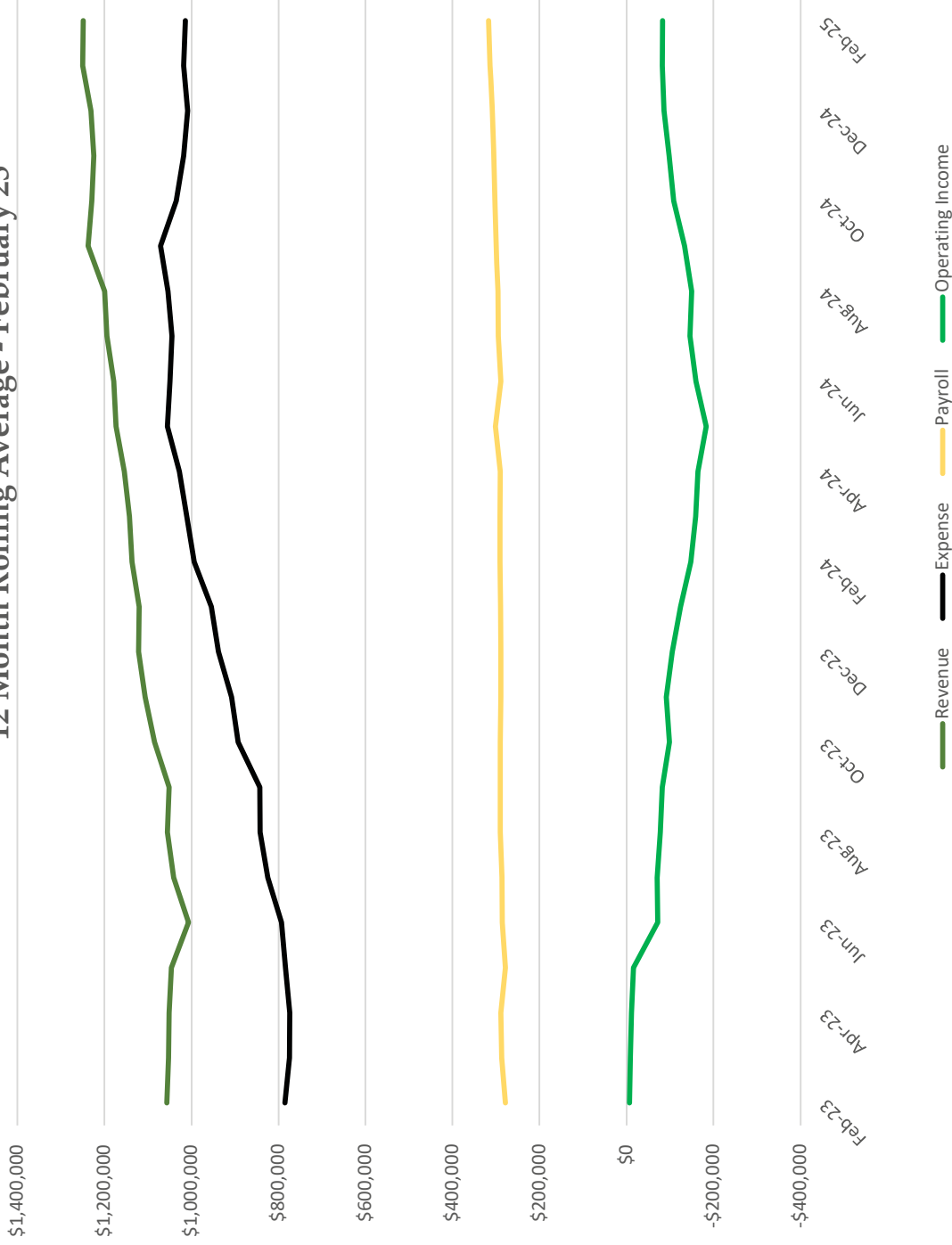
RESERVES

(February 2025)

The District's reserves total \$24M, representing 42% of capitalized assets. Board-designated reserves are funds set aside by the governing board for specific purposes, providing financial flexibility to address future needs or unexpected expenses. To gain detailed insights into the transactions and status of these reserves, it's advisable to consult the Board Designated Reserve Report. Regular review of the Board Designated Reserve Report is essential for effective financial planning, enabling the District to maintain fiscal responsibility and be prepared for future financial obligations.

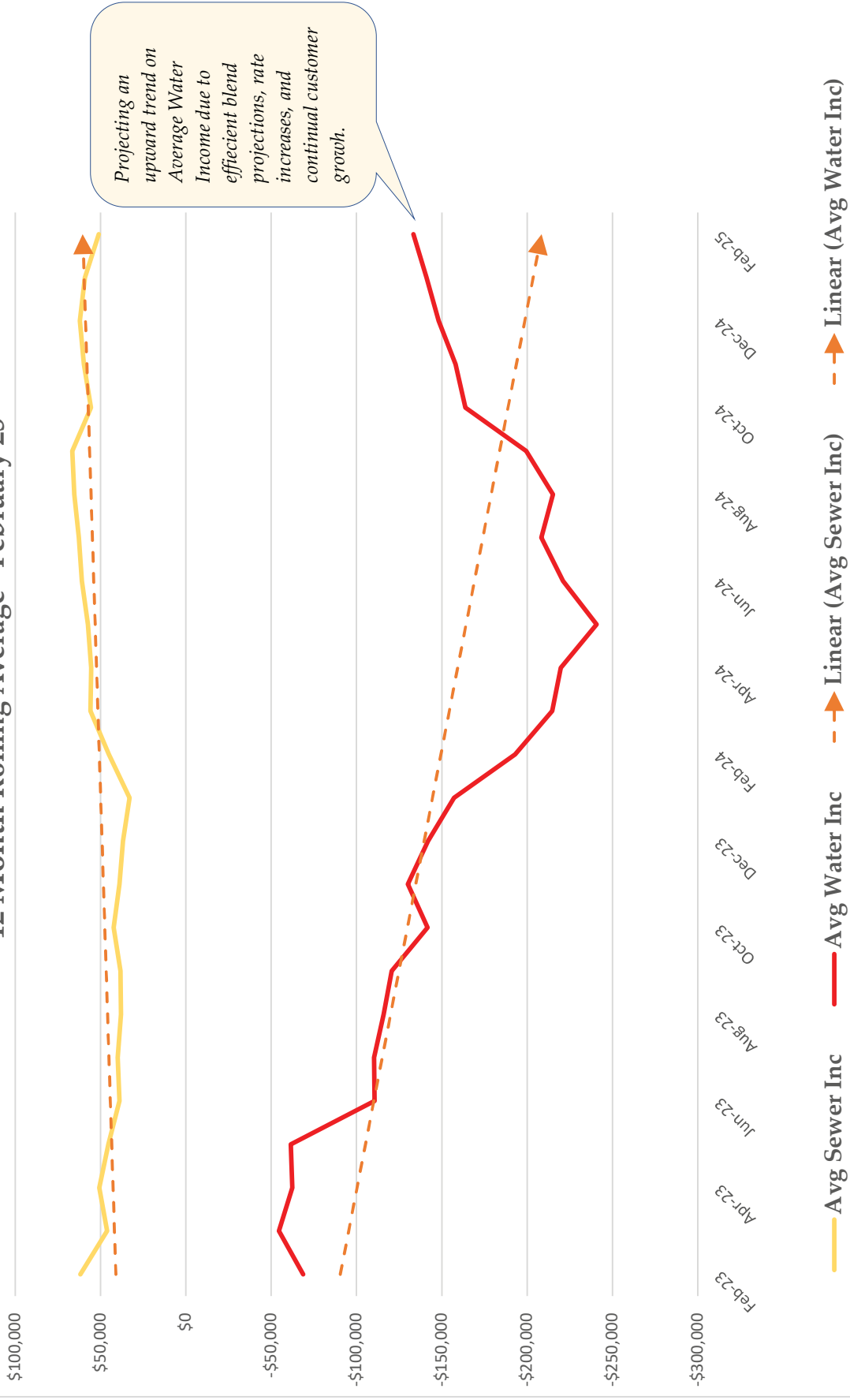


Statement of Operating Income 12 Month Rolling Average - February 25

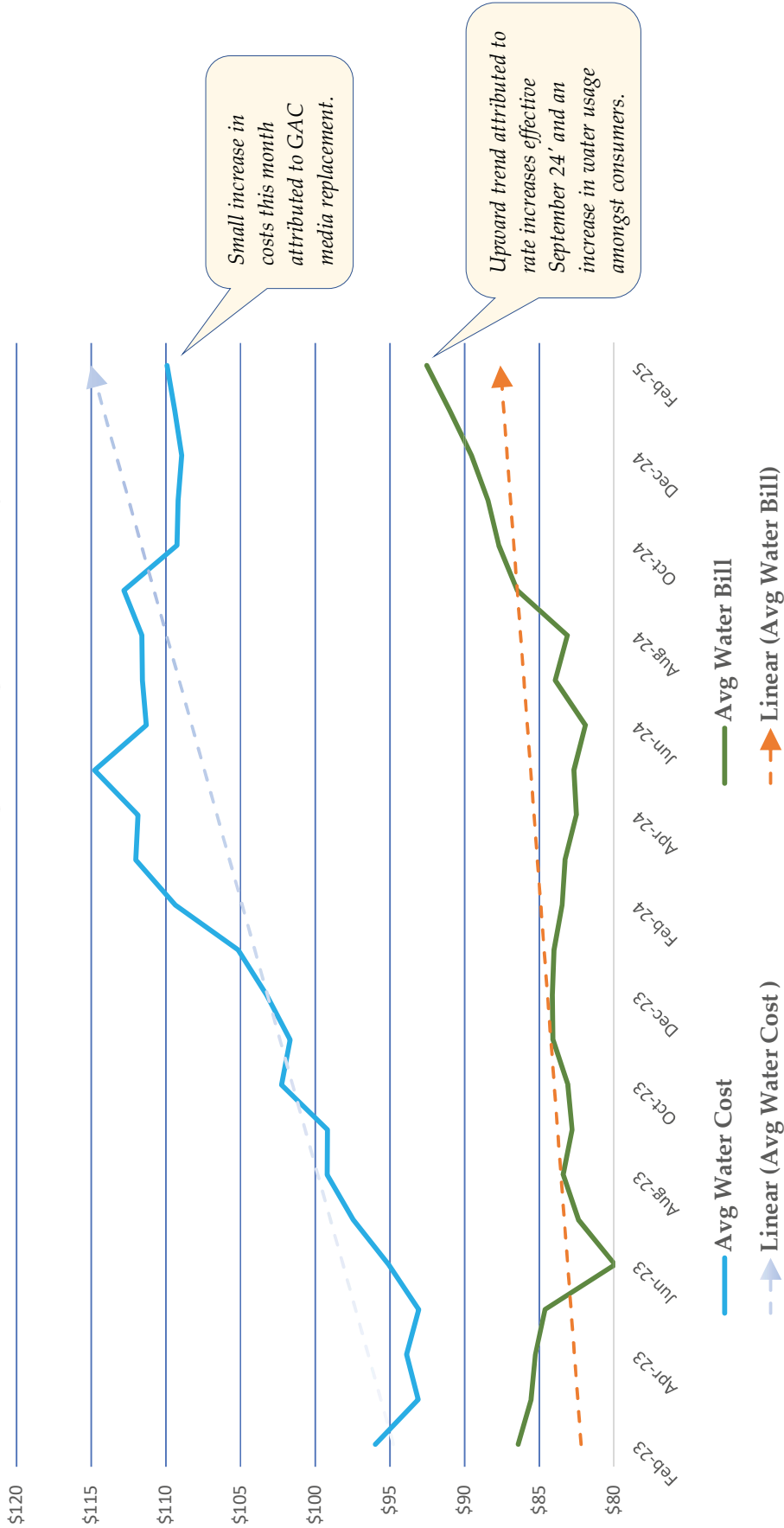


Expecting Operating Income to continue on an upward trend due to rate increases, customer growth, and reduced blend percentages during summer months.

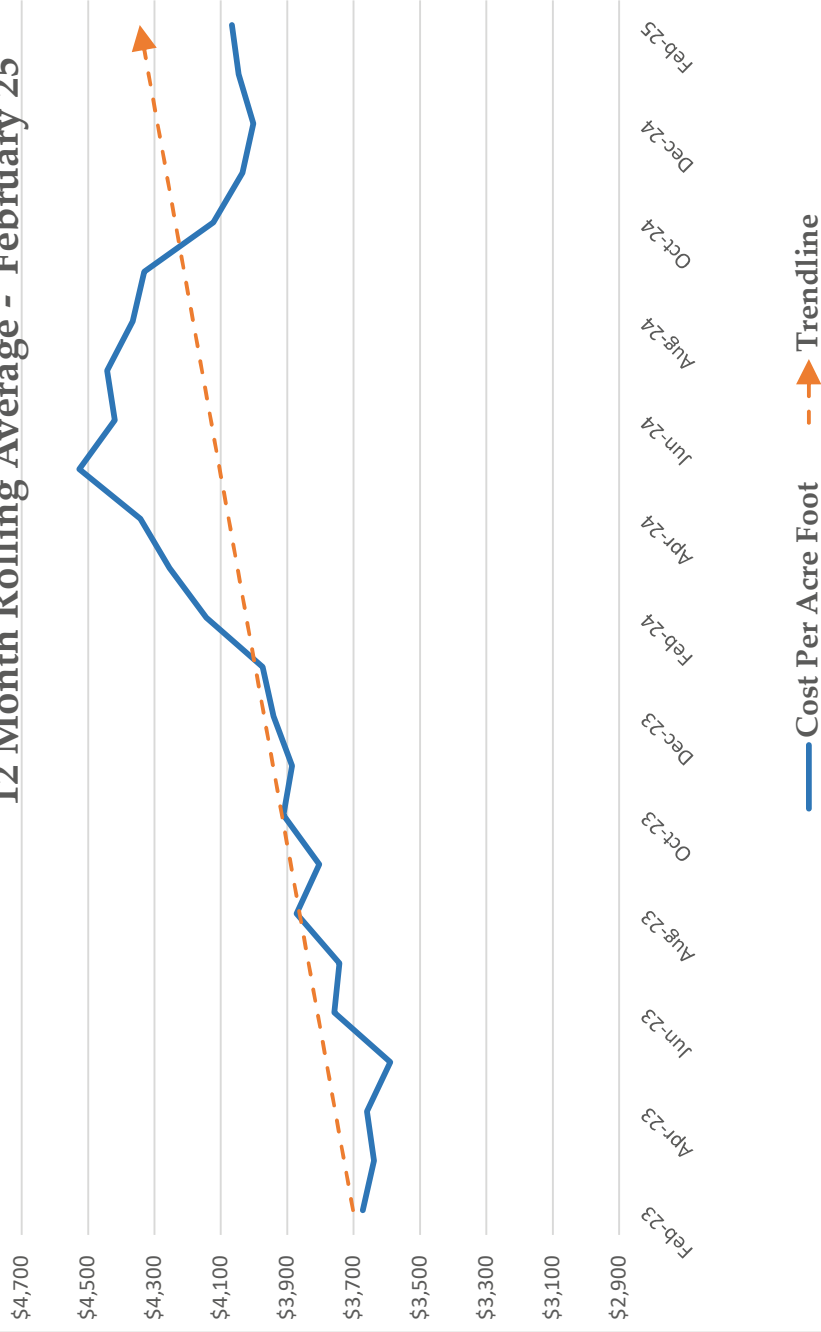
Operating Income by Segment 12 Month Rolling Average - February 25



Per Customer Water Charges 12 Month Rolling Average - February 25



Cost Per Acre Foot 12 Month Rolling Average - February 25



Sunnyslope County Water District
2024 / 2025
OPERATION SUMMARY (This Year)

ITEMS	JULY 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	2025	YTD TOTAL
NO. WATER CAPACITY FEE RECD	16	2	3	52	6	13	12	8		112
NO. WW CAPACITY FEE RECD	-	-	-	-	-	-	-	-	4	4
NO. WATER ACCOUNTS	7,661	7,685	7,702	7,700	7,756	7,762	7,742	7,767		77,667
NO. SSCWD SEWER ACCTS	1,326	1,327	1,331	1,334	1,334	1,330	1,328	1,334		13,344
NO. COH SEWER ACCTS	5,122	5,168	5,181	5,201	5,227	5,240	5,234	5,248		52,488
WaterSmart / Invoice Cloud										
Auto Pay	3,857	3,866	3,903	3,946	3,989	4,017	3,997	4,053		40,533
Total WaterSmart / Invoice Cloud	6,071	6,071	5,982	6,236	6,037	5,907	6,184	6,072		60,721
NO. E-BILL Invoice Cloud (Paperless)	2,247	2,263	2,283	2,290	2,294	2,304	2,318	2,352		23,522
MONTHLY CHARGES										
Retail Water Charges	\$ 861,221.86	\$ 797,577.03	\$ 956,302.46	\$ 847,936.79	\$ 697,324.89	\$ 608,793.13	\$ 549,064.24	\$ 526,802.67		\$ 5,845,023.07
Sewer Fees	162,828.28	164,512.32	164,567.03	168,353.23	163,925.19	163,687.47	162,718.73	162,687.70		1,313,280
Installation Fees	6,480.00	810.00	405.00	15,795.00	2,430.00	5,265.00	19,630.00	3,240.00		54,055
Late Fees	6,791.22	6,959.41	6,221.97	8,362.75	5,906.25	4,918.48	6,998.43	5,234.87		51,393
Admin. Collection Fees, net	15,411.00	15,507.00	15,582.00	15,630.00	20,341.76	20,371.34	1,461.41	20,443.34		1,635
COH Billing Fees	1,480.00	3,075.82	51,635.00	14,340.00	1,645.00	1,890.00	20,401.34	1,760.70		143,688
Other Misc. Fees	\$ 1,054,212.36	\$ 988,441.58	\$ 1,194,713.46	\$ 1,070,417.77	\$ 891,573.09	\$ 804,648.90	\$ 761,953.45	\$ 720,619.28		\$ 7,486,579.89
CITY OF HOLLISTER CHARGES										
COH Sewer Fees	457,459.27	460,456.27	462,599.35	464,105.01	470,662.89	472,564.05	473,620.46	466,794.82		\$ 3,728,262.12
COH Street Sweeping	11,559.90	11,663.61	11,692.62	11,727.28	11,749.58	11,762.64	11,784.86	11,767.20		93,707.69
COH Senior Discount	(1,565.12)	(1,565.21)	(1,543.16)	(1,546.36)	(1,544.46)	(1,574.50)	(1,527.60)	(1,547.70)		(12,414.11)
Total COH Charges	467,454.05	470,554.67	472,748.81	474,285.93	480,868.01	482,752.19	483,877.72	477,014.32		3,809,555.70
Late Fees	4,307.21	3,970.50	3,782.67	4,223.26	4,021.13	3,729.53	4,748.90	4,229.43		33,012.63
TOTAL COH CHARGES	\$ 471,761.26	\$ 474,525.17	\$ 476,531.48	\$ 478,509.19	\$ 484,889.14	\$ 486,481.72	\$ 488,626.62	\$ 481,243.75		\$ 3,842,568.33
ACCOUNTS RECEIVABLE - Aged										
A/R for Sunnyslope Water **	\$ 1,074,784.70	\$ 1,024,193.67	\$ 1,180,301.59	\$ 1,059,094.50	\$ 924,946.63	\$ 889,839.04	\$ 789,214.39	\$ 739,365.21		\$ 7,393,655.21
A/R for City of Hollister **	525,323.64	524,251.13	535,663.06	531,011.59	552,636.32	573,026.98	549,309.29	541,126.43		\$ 4,742,643.63
Unapplied Payments	(52,660.44)	(51,663.33)	(50,663.06)	(46,652.82)	(46,930.90)	(55,360.43)	(54,962.05)	(64,085.11)		\$ (464,085.11)
Outstanding Bills Owed	\$ 1,547,447.90	\$ 1,496,781.47	\$ 1,665,301.59	\$ 1,543,453.27	\$ 1,430,652.05	\$ 1,407,505.59	\$ 1,283,561.63	\$ 1,216,406.53		\$ 12,842,643.63
% Past Due	5.86%	5.67%	5.96%	5.96%	7.55%	9.13%	8.16%	4.43%		
SBCWD O&M Owed	\$463,273.53	\$686,402.00	\$421,017.90	\$333,446.08	\$263,870.99	\$281,150.85	\$235,260.61	\$287,642.73		\$ 2,235,946.61
San Benito Foods Owed	\$ 182,311.96	\$ 114,107.57	\$ 59,714.45	\$ 59,714.45	\$ 101,230.95	\$ 75,204.82	\$ 57,398.04	\$ 33,500.01		\$ 573,988.04

Sunnylope County Water District
2024 / 2025
OPERATION SUMMARY (This Year)

ITEMS	JULY 2024	AUG 2024	SEP 2024	OCT 2024	NOV 2024	DEC 2024	JAN 2025	FEB 2025	2025	YTD TOTAL
WATER METERED										
Cubic Feet	13,749,400	12,733,700	13,345,600	11,348,500	8,730,900	7,165,800	6,037,300	5,511,300	5,511,300	78,622,500
Total SSCWD Gallons	102,845,512	95,248,076	99,825,088	84,886,780	65,307,152	53,600,184	45,159,004	41,227,390	41,227,390	588,099,166
WATER SOURCE										
Well #2 (Southside Road)	10,544,000	12,361,000	19,177,000	17,445,000	14,404,000	4,127,000	844,000	1,317,000	1,317,000	80,219,000
Well #5 (Ray Cir/Enterprise)	14,333,890	10,483,431	16,023,334	24,495,574	15,387,484	4,677,159	2,228,881	3,850,481	3,850,481	91,480,234
Well #7 (Enterprise Rd)	4,701,475	5,444,748	11,117,637	11,414,626	10,348,127	1,646,334	1,009,034	773,964	773,964	46,455,945
Well #8 (Ridgecrest)	3,937,000	3,904,000	8,295,000	13,701,000	1,000	3,000	-	19,377	19,377	29,860,377
Well #11 (Southside Road)	19,160,000	18,974,000	25,362,000	25,666,000	24,523,000	12,561,000	5,486,000	4,646,000	4,646,000	136,378,000
Net Well Interflow (Supplied to COH)	(14,885,900)	(13,279,900)	(17,370,600)	(17,574,000)	(13,064,500)	(6,219,300)	(4,421,200)	(3,538,000)	(3,538,000)	(90,343,400)
TOTAL from Wells	37,790,465	37,887,279	62,604,371	75,148,200	51,609,111	16,795,193	5,146,715	7,068,822	7,068,822	294,050,156
Plant Production Used by Hollister										
Lessalt W.T.P. I (High Zone)	29,412,000	30,725,000	22,092,000	-	-	14,531,000	17,724,000	16,363,000	16,363,000	130,847,000
Lessalt W.T.P. I (Middle Zone)	13,662,000	10,997,000	11,935,000	-	-	6,852,000	15,301,000	13,575,000	13,575,000	72,325,000
West Hills W.T.P. @ Well #2	16,450,000	9,611,000	5,267,000	1,289,000	2,998,000	8,001,000	1,764,000	4,115,000	4,115,000	49,495,000
West Hills W.T.P. @ Well #11	27,772,000	20,839,000	15,270,000	16,400,000	17,212,000	22,356,000	17,374,000	14,055,000	14,055,000	151,278,000
West Hills W.T.P. @ COH #2	12,400,000	8,413,000	9,757,000	10,790,000	10,790,000	11,023,000	8,760,000	8,122,000	8,122,000	80,525,000
West Hills W.T.P. @ COH #4	18,464,000	17,850,000	21,018,000	16,408,000	18,102,000	21,922,000	17,967,300	13,239,700	13,239,700	144,971,000
West Hills W.T.P. @ COH #5	18,304,000	16,256,000	17,593,000	15,103,000	17,351,000	21,715,000	17,826,000	14,508,000	14,508,000	138,656,000
TOTAL Surface Water (Plant Production)	136,464,000	114,691,000	104,438,000	58,957,000	66,453,000	106,400,000	96,716,300	83,977,700	83,977,700	768,097,000
Plant Production Used by Hollister	64,123,215	54,542,351	59,195,018	47,413,722	52,612,098	66,016,397	55,766,072	45,562,455	45,562,455	445,231,328
SSCWD % of Plant Production										
Estimated Water Gain(Loss)	53.01%	52.44%	43.32%	19.58%	20.83%	37.95%	42.34%	45.74%	45.74%	42.03%
Percent Difference	(7,285,738)	(2,787,852)	(8,022,265)	(1,804,698)	(142,881)	(3,578,612)	(937,939)	(4,256,677)	(4,256,677)	(28,816,662)
Water Consumption Per Customer	-4.18%	-1.83%	-4.80%	-1.35%	-0.12%	-2.90%	-0.92%	-4.68%	-4.68%	-2.71%
Blend - % Surface	13425	12394	12961	11024	8420	6905	5833	5308	5308	9534
Chemical, Carbon,Water PAF	63.26%	60.22%	37.29%	11.47%	20.97%	68.67%	88.60%	82.85%	82.85%	54.17%
Blend Budget Impact	1316	1322	1357	1379	1394	1432	1392	1425	1425	1378
	\$18,587	\$22,750	\$71,136	\$73,000	\$69,694	\$3,118	\$17,779	\$5,240	\$5,240	\$235,267
Cost of Water Produced (Per Acre Foot)	3,029	3,085	3,094	3,167	4,335	5,184	6,058	5,340	5,340	3,805
Prior YTD Cost	2,755	3,303	4,383	3,979	5,914	5,203	6,346	5,300	5,300	3,864
Operating Cost 25	(955,916)	(901,637)	(947,742)	(824,977)	(686,919)	(852,728)	(839,546)	(675,670)	(675,670)	(6,867,136)
Chemical & Carbon	140,863	262,640	268,745	151,888	136,617	163,751	74,057	157,234	157,234	1,355,815
Metered Water 24	103,152,192	80,000,944	83,496,996	69,362,788	46,498,672	48,188,404	39,626,048	36,567,476	36,567,476	767,253,320
Operating Cost 24	-872279	-810831	-1123071	-847041	-843981	-769455	-771742	-594757.26	-594757.26	-9097775.10

Chart Includes: Only Water Metered to SSCWD Customers,
Chart Does Not Include: COH Interfries Wholesale Water Flow

FY25 Metered Water Per Customer

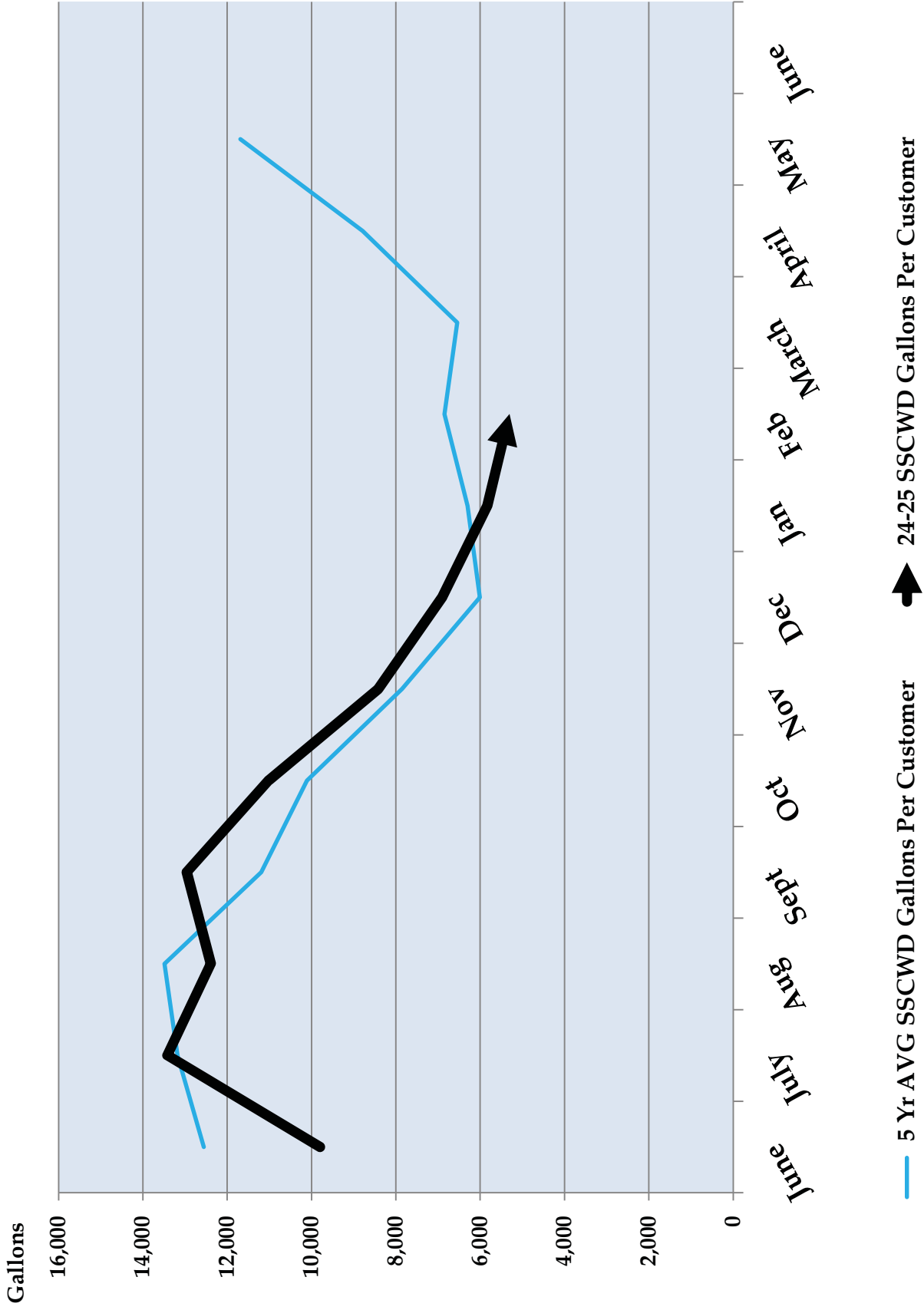
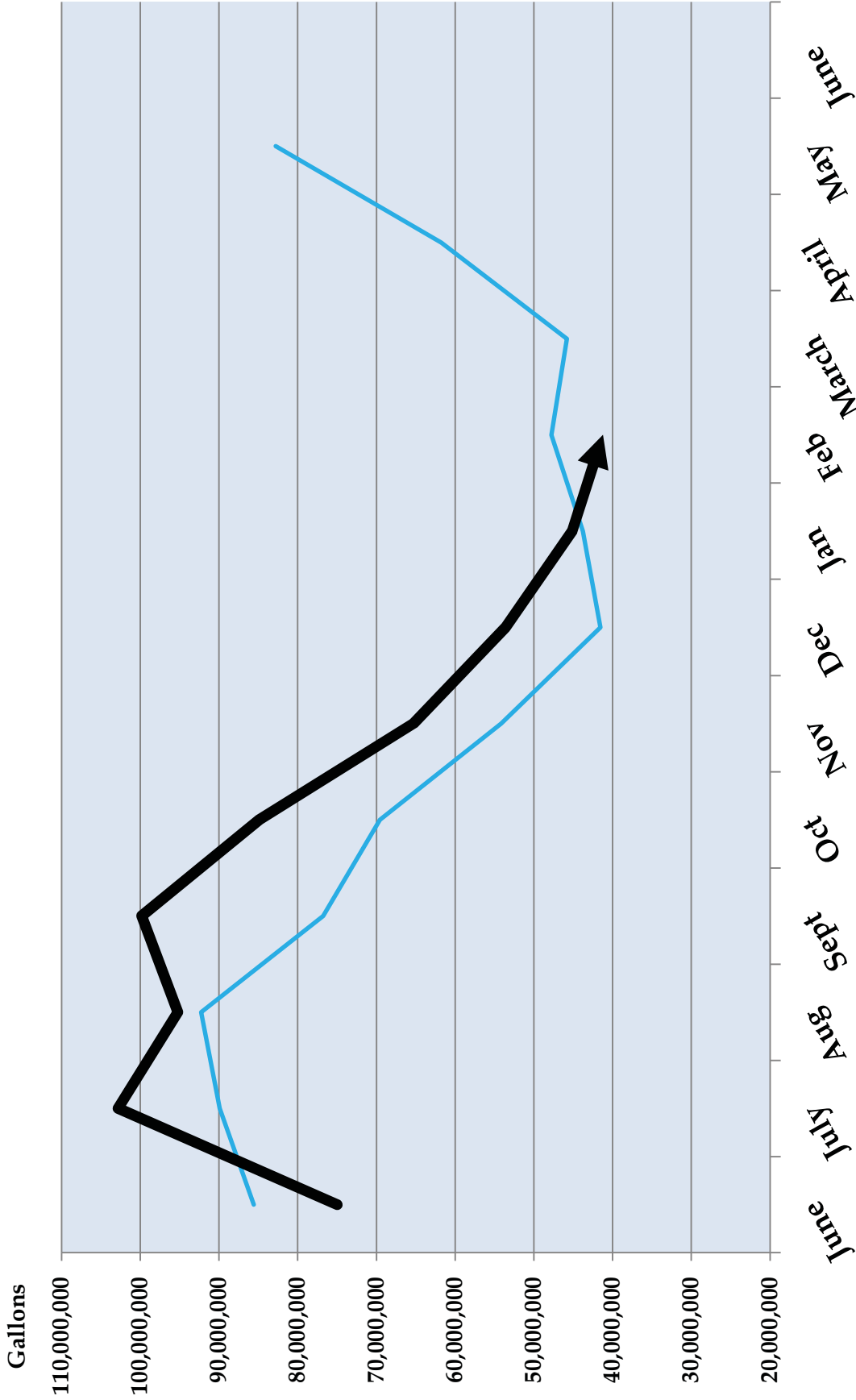


Chart Includes: Only Water Metered to SSCWD Customers,
 Chart Does Not Include: COH Interfines Wholesale Water Flow

FY25 Metered Water



Sunnyslope County Water District

STATEMENT OF INCOME

FOR THE FISCAL YEAR ENDING JUNE 30, 2025 (This Year)

UN-AUDITED 3/14/2025

*** WATER ***	Jan-25	Feb-25	Variance Over / (Under) Prior Month	YEAR- TO-DATE	PRIOR YEAR-TO- DATE	PROJECTED 24/25 ACTUAL	FY 24/25 BUDGET
OPERATING REVENUES							
Water Sales	549,064	526,803	(22,262)	5,838,973	4,860,881	8,830,810	8,000,000
Contracted Services	235,261	287,643	52,382	2,448,313	2,645,200	3,494,300	3,494,300
Installation Fees	4,330	3,240	(1,090)	45,110	38,085	67,665	23,800
Late Fees	5,874	4,425	(1,449)	43,531	52,176	65,296	
Other Revenue	79,674	39,815	(39,859)	304,443	141,774	363,664	191,050
TOTAL OPERATING REVENUES	874,202	861,925	(12,277)	8,680,369	7,738,116	12,821,735	11,709,150
OPERATING EXPENSES							
Salaries and Benefits	(279,993)	(270,269)	9,725	(2,219,965)	(1,945,737)	(3,264,244)	(3,061,005)
Operating Expenses	(794,814)	(860,484)	(65,671)	(7,262,924)	(7,585,692)	(10,651,514)	(10,225,236)
TOTAL OPERATING EXPENSES	(1,074,807)	(1,130,753)	(55,946)	(9,482,889)	(9,531,430)	(13,915,758)	(13,286,241)
NET OPERATING INCOME	(200,605)	(268,828)	(68,223)	(802,520)	(1,793,314)	(1,094,023)	(1,577,091)
NON OPERATING INCOME & (EXPENSES)							
Capacity Fees	141,100	112,800	(28,300)	1,493,610	1,348,450	1,493,610	-
Donated Asset			0	-	-	-	-
Miscellaneous Income (Farm Labor Camp)			-	-	-	-	-
Adjust LAIF Investment to Fair Value			-	-	-	-	-
Interest Income	34,365	28,045	(6,320)	304,915	274,286	457,372	600,000
Allocated from G & A (Interest & Sale of Assets)	30,559	9,010	(21,549)	385,943	230,040	227,500	227,500
Other Non-Operational			0	-	-	-	-
TOTAL NON OPERATING INCOME & (EXPENSES)	206,024	149,855	(56,169)	2,184,468	1,852,777	2,178,482	827,500
NET WATER INCOME (LOSS)	\$ 5,420	\$ (118,973)	(124,392)	\$ 1,381,948	\$ 59,463	\$ 1,084,459	\$ (749,591)
NET WATER INCOME (LOSS) Adjusted for Non Budgeted Items	\$ (200,605)	\$ (268,828)	(68,223)	\$ (802,520)	\$ (1,793,314)	\$ (1,094,023)	\$ (1,577,091)

Sunnyslope County Water District

STATEMENT OF INCOME

FOR THE FISCAL YEAR ENDING JUNE 30, 2025 (This Year)

UN-AUDITED 3/14/2025

	Jan-25	Feb-25	Variance Over / (Under) Prior Month	YEAR- TO-DATE	PRIOR YEAR-TO- DATE	PROJECTED ACTUAL	FY 24/25 BUDGET
*** WASTEWATER ***							
OPERATING REVENUES							
Sewer Sales	164,998	164,390	(608)	1,317,795	1,348,578	1,998,988	2,100,000
Contracted Services	57,398	30,876	(26,522)	398,722	541,652	710,000	710,000
Installation Fees	15,300	-	(15,300)	15,300	525	22,950	
Late Fees	1,125	810	(315)	7,862	9,940	11,793	
Other Revenue	5,173	3,127	(2,046)	28,577	26,634	42,866	60,450
TOTAL OPERATING REVENUES	243,994	199,203	(44,791)	1,768,255	1,927,329	2,786,597	2,870,450
OPERATING EXPENSES							
Salaries and Benefits	(95,564)	(53,816)	41,748	(494,467)	(429,880)	(698,272)	(712,059)
Operating Expenses	(120,485)	(72,407)	48,078	(885,832)	(988,891)	(1,315,217)	(1,597,949)
TOTAL OPERATING EXPENSES	(216,049)	(126,223)	89,826	(1,380,299)	(1,418,771)	(2,013,489)	(2,310,008)
NET OPERATING INCOME	27,945	72,980	45,035	387,956	508,558	773,108	560,442
NON OPERATING INCOME & (EXPENSES)							
Capacity Fees	0		0	11,083	525,025	11,083	-
Donated Asset	0		0	-	-	-	-
Miscellaneous Income	0		0	-	-	-	-
Adjust LAIF Investment to Fair Value	0		0	-	-	-	-
Interest Income	16,452	5,461	(10,991)	79,891	66,723	119,837	125,000
Allocated from G & A (Interest & Sale of Assets)	8,591	1,446	(7,145)	68,126	132,096	97,500	97,500
Other Non-Operational			0	0	(116)	1	-
TOTAL NON OPERATING INCOME & (EXPENSES)	25,044	6,907	(18,137)	159,100	723,728	228,420	222,500
NET WASTEWATER INCOME (LOSS)	52,989	79,887	26,899	547,057	1,232,286	1,001,527	782,942
NET WASTEWATER INCOME (LOSS)	\$ 27,945	\$ 72,980	26,899	\$ 387,957	\$ 508,442	\$ 773,108	\$ 560,442
<i>Adjusted for Non Budgeted Items</i>							
*** WATER & WASTEWATER ***							
*** COMBINED INCOME (LOSS) WATER & WASTEWATER***	58,408	(39,085)	(97,494)	1,929,005	1,291,748	2,085,987	33,351
*** COMBINED INCOME (LOSS) WATER & WASTEWATER	\$ (172,660)	\$ (195,848)	\$ (23,188)	\$ (414,563)	\$ (1,284,872)	\$ (320,915)	\$ (1,016,649)
<i>Adjusted for Non - Budgeted Items</i>							

Sunnyslope County Water District
Investment Summary
2024 / 2025 (This Year)

BANK ACCOUNT	INTEREST RATE	JULY 2024	AUGUST 2024	SEPTEMBER 2024	OCTOBER 2024	NOVEMBER 2024	DECEMBER 2024	JANUARY 2025	FEBRUARY 2025	MARCH 2025	APRIL 2025	MAY 2025	JUNE 2025	JUNE 2024
<u>Heritage Bank of Commerce</u>														
CHECKING ACCOUNT														
Operating - General Fund	0	2,388,015	2,421,090	1,978,892	3,206,682	3,721,228	3,217,934	3,172,724	3,099,983					2,298,809
CHECKING SUBTOTAL		2,388,015	2,421,090	1,978,892	3,206,682	3,721,228	3,217,934	3,172,724	3,099,983	0	0	0	0	2,298,809
MONEY MARKET ACCT (MMA)														
Invested - General Fund	0.55%	91,403	91,460	91,518	91,561	91,595	91,631	91,666	91,698					91,341
MMA SUBTOTAL		91,403	91,460	91,518	91,561	91,595	91,631	91,666	91,698	0	0	0	0	91,341
<u>L. A. I. F.</u>														
(Local Agency Investment Fund)	As of: Nov 2024													
General Fund	4.51%	-4,011,546	-4,011,546	-4,011,546	-4,011,546	-4,011,546	-4,011,546	-4,011,546	-4,011,546					-4,011,546
Water Connect. Fee	4.51%	0	0	0	0	0	0	0	0					0
Sewer Connect. Fee	4.51%	0	0	0	0	0	0	0	0					0
SRF Loan Reserve	4.51%	831,239	831,239	831,239	841,089	841,089	841,089	850,871	850,871					831,240
Board Designated Reserves	4.51%	5,460,770	5,460,770	5,460,770	5,477,941	5,477,941	5,477,941	5,494,996	5,494,996					5,460,770
L.A.I.F. SUBTOTAL		2,280,463	2,280,463	2,280,463	2,307,484	2,307,484	2,307,484	2,334,321	2,334,321	0	0	0	0	2,280,463
<u>CEPPT</u>														
(CA Employee Pension Plan Trust)														
Employee Pension Reserve	0	899,643	958,186	958,186	958,186	958,186	958,186	958,186	958,186					1,000,000
CEPPT SUBTOTAL		899,643	958,186	958,186	958,186	958,186	958,186	958,186	958,186	0	0	0	0	1,000,000
<u>MBS Securities</u>														
(CD Brokerage - Water Capacity Funds)														
Water Connect. Fee	4.00%	11,937,405	12,102,222	12,031,825	12,567,124	12,609,719	12,738,002	12,814,745	12,856,868					12,741,436
Sewer Connect. Fee	4.00%	2,658,666	2,438,357	2,444,065	2,449,670	2,460,727	2,472,008	2,493,987	2,499,439					2,424,120
Board Designated Reserves	4.00%	2,164,775	2,173,483	2,182,571	1,314,571	1,324,507	1,334,582	1,342,184	1,349,123					2,279,379
General Fund	4.00%	2,941,809	3,031,432	3,133,248	3,505,730	3,531,673	3,473,382	3,421,075	3,410,484					1,639,058
MBS SUBTOTAL		19,702,655	19,745,494	19,791,709	19,837,094	19,926,625	20,017,975	20,071,992	20,115,914	0	0	0	0	19,083,993
GRAND TOTAL		25,362,180	25,496,692	25,100,768	26,401,007	27,005,118	26,593,210	26,628,889	26,600,101	0	0	0	0	24,754,607
* TOTAL INTEREST RECORDED	YTD Total	70,721	42,895	46,216	72,507	89,530	91,350	80,845	43,931	0	0	0	0	880,445

Sunnyslope County Water District

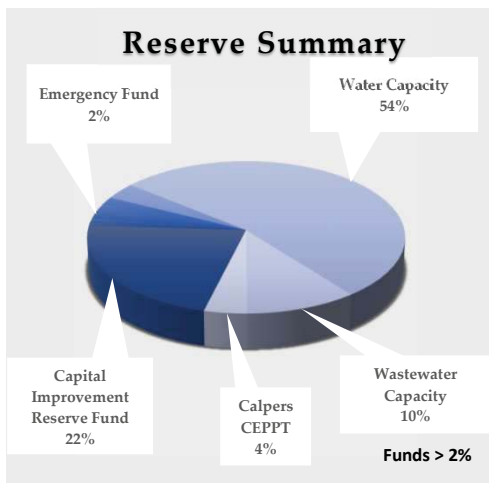
Reserve Summary As of February 28, 2025 (Policy #8600)

	<u>2/28/2025</u>	<u>Increase</u>	<u>Decrease</u>	<u>6/30/2024</u>	<u>6/30/2023</u>	<u>Change</u>
1 Capital Improvement Reserve Fund	\$ 5,305,972	\$ 73,396		\$ 5,232,576	\$ 5,772,624	\$ (540,048)
2 Rate Stabilization Fund	125,000		125,000	250,000	250,000	\$ -
3 Drought Contingency Reserve	250,000		250,000	500,000	500,000	-
4 Emergency Fund	500,000		500,000	1,000,000	1,000,000	-
5 Vehicle Replacement Fund	273,930	32,000		241,930	398,132	(156,202)
6 Office and Misc. Equipment Replacement Fund	389,217			389,217	420,864	(31,647)
Board Designated Reserves	6,844,119	105,396	875,000	7,613,723	8,341,620	(727,897)
7 CSWRCB Loan	850,870	19,631		831,239	774,889	56,350
8 Water Capacity	12,856,868	1,671,861	806,486	11,991,492	11,259,801	731,691
9 Wastewater Capacity	2,499,438	75,318		2,424,120	1,357,257	1,066,863
10 Calpers CEPPT	958,186	58,543		899,643	899,643	-
Legally Restricted Reserves	17,165,362	1,825,353	806,486	16,146,495	14,291,590	1,854,905
TOTAL	\$ 24,009,482	\$ 1,930,750	\$ 1,681,486	\$ 23,760,218	\$ 22,633,210	\$ 1,127,008
Unreserved Cash	\$2,583,728					
Percentage of Total Capital Assets	42.21%					

Detailed Transactions:

Depr. Expense	\$ 32,000	
Interest	\$ 457,007	
Debt Amortization		789,781
Water Capacity Fees	1,367,900	
Sewer Capacity Fees	15,300	
Fixed asset Additions	-	16,704
Reserve Changes BOD 6/23		875,000
Transfers		-
Fair Market Value & Misc Adj	58,543	-
	\$ 1,930,750	\$ 1,681,486

(0)



Board Approved Disbursement Analysis

Date:	Description:	Vendor	Resolution	# Actual
2/21/2023	Rate Study	Raftelis	110,502	88,704
4/23/2024	Best Road Initiative	Wallace Group	3,050,000	368,815
2/28/2023	Solar Project - SBR	Eva Green Power	1,600,000	1,306,863
2/28/2023	Solar Project - Lessalt	Eva Green Power	39,131	3,958
6/20/2023	Temetra	Meter Valve & Contro	430,731	455,101
8/15/2023	Demographics	LGDR	40,000	0
1/23/2024	Rotary Blower	Atlas Copco, Sharpe, I	130,000	109,144
2/27/2024	FY 2024 Audit	McGilloway	27,000	27,541
2/27/2024	SB County GIS	San Benito County - A	21,082	19,643
4/23/2024	Election	San Benito County - A	50,000	400
7/23/2024	Itron Meters	Pace Supply	84,000	80,315
9/24/2024	Randy Circle	QA Constructors Inc	57,200	52,000
11/19/2024	Well #7 Rehab	Maggiara Bros.	90,000	60,057.00
1/28/2025	WHTP Blower Phase 2	Group/Atlas Copco	125,000	
2/25/2025	(2) Electric Vans	Greenwood Chevy	20,000	
2/25/2025	Duty Box Electric Truck	Pheonix EV	115,000	
2/25/2025	Foxhill Pipeline	Ruggeri-Jensen-Azar	120,000	
2/25/2025	Patholing Contract Amendment	Wallace Group	316,250	
2/25/2025	Lessalt & Well 5 Improvements	Wallace Group	384,171	

Overage Note: FY 2024 Audit: Auditor adjusted fee slightly due to unforeseen challenges

Staff Report

Agenda Item: **H-5**

DATE: March 13, 2025 (March 25, 2025 Meeting)

TO: Board of Directors

FROM: Water/Wastewater Superintendent, Jose J. Rodriguez

SUBJECT: Superintendent Monthly Status Report: a. Maintenance, b. City Meter Reading, and c. Groundwater Level Measurement.

NARRATIVE

1. All three water reports were completed and submitted on time by February 10, 2025.
2. In the month of January, Westhills WTP produced a total of 53.55 million gallons and Lessalt WTP produced 27.44 million gallons. The total acre foot produced in February 2025 was 248.54 ac-ft with a balance of 51.25 ac-ft for the remained at the end of the 2024-2025 year.
3. After disinfecting Well #8 and following AWWA standards for Chlorination of a Well. Sunnyslope staff had the appropriate required Coliform samples collected for testing. Upon receiving the negative result for Coliform bacteria from the lab, the information was given to the Division of Drinking Water (DDW) for review. DDW gave the district approval on February 10 to operate the Well. The Well has been in operation since approval was given.
4. District Staff has continued to exercise and flush hydrants at a much higher rate. Staff is assigned hydrants and blow-offs which they are responsible to complete withing the month to achieve our given annual goal of at least half of the system per year and complete with entire district every 2 years.
5. Both Lessalt WTP and Westhills WTP's continue to utilize the Computer Maintenance Management System (CMMS) to better manage treatment facilities equipment and document preventative maintenance activities. A total of 177 Work Orders were completed by Sunnyslope Staff between the two facilities.

In addition to the daily, weekly & monthly work schedule, our maintenance personnel also performed these special additional work projects.

Water (7) February 2025

1. Replaced hydrant at 1791 Sunnyslope Lane that was hit by vehicle. On February 19th, a delivery truck struck a fire hydrant after hours. On-call staff responded to the emergency and quickly shut water to the hydrant. Staff repaired the whole assembly from rebuilding the concrete pad, new break-off, and new hydrant. A report was submitted with CHP and the insurance company will be notified of the incident.
2. Replaced the chlorine injector line at Well #11. Over time calcium builds up on the injectors restricting required chlorine dose to the well water. To maintain reliability, staff will periodically change the whole injector with a clean or new injector.
3. Staff completed RCAC and Pesticide Handling training. District staff performs routine grounds and pesticides maintenance to keep rodents, insects, and habitat clear of district facilities. Staff is trained annually to stay up to date with all regulation and procedures.
4. Returned Well #8 back online on February 10th when the district received a negative Coliform sample results and approval by DDW.
5. Started clearing weeds around district facilities. The district maintains all facilities clear of all weeds to mitigate animal habitat and other debris from creating a nuisance.
6. Completed Air/Vacuum relief inspections and painting.
7. Cleaned around office and shop, hauled a load of green waste to dump.



Project Location	:	1791 Sunnyslope Lane
Project	:	Hydrant Replacement
Department	:	Water-Wastewater Utility Maintenance Department
Description	:	Replacement of fire hydrant that was hit by a delivery driver. District staff removed old cement pad so the could get to the hydrant assembly. Staff replaced and secured break-off and installed a new hydrant. A new cement pad was poured by district staff and put back into service within one (1) week of initial incident.

LESSALT Water Treatment Plant (9)

1. Completed acid and caustic CIP on all CMF units. These cleans are required to keep the membrane integrity and permeability of the membranes. The cleans remove any calcium and organic matter that may build up on them over a period of time.
2. Granular Activated Carbon (GAC) Unit #3 media exchange with Calgon. GAC is exchanged once the carbons capabilities to remove Organic Carbon has diminished.
3. Replaced leaking flush valve and aerator on bathroom toilet. District staff periodically is tasked with correcting minor corrective issues in-house.
4. Replaced broken bolts on CMF wash water vent screen.
5. Replaced leaking sodium permanganate pump pulsation dampener.
6. Replaced leaking valve and cracked fittings on Memclean and Caustic CIP dosing lines.
7. Maggoria Brothers Inc. took mid-zone pump #3 for bearing replacement. District staff took the initiative in troubleshooting pumps. Upon further investigation, staff determined that the bearing were starting to fail and took the initiative to repair it before further damage could be caused potentially resulting in higher repair cost.
8. CalCon was hired to replace the sodium permanganate level sensor.
9. Spot sprayed weeds around facility.

West Hills Water Treatment Plant (9)

1. Sprayed and cleared weeds around the facility.
2. Removed sludge from drying bed #2.
3. Replaced solenoids to actuator valves in PAC room.
4. The construction trailer was dropped off. In anticipation of the plant expansion, several contractors began setting up work trailers and power breakers to begin work in the near future.
5. Replaced diaphragm on filter #3 actuator.
6. Replaced brushes on Poly pump #2.
7. Replaced solenoid valve on PAC feed actuator.
8. Replaced diaphragm on backwash control valve regulator.
9. Started re-installing chemical sump pumps.

Wastewater (4)

1. With assistance from a local contractor, all diffusers in Basin #1 were replaced. The diffusers introduce air that supplies oxygen to the microbiology bacteria. These microbes break down the organic matter in wastewater into less harmful compounds, making the water safe to return to the environment or be reused within the treatment plant. These diffusers have been in operation for over 12 years and have reached the end of their usefulness. Basin #2 was completed in 2022.
2. Routine weed abatement. Keeping a wastewater facility clear of weeds is important because they can disrupt the functionality of the facility. Weeds and invasive plants can compete with native plants for root systems, affecting infiltration and drainage. Additionally, weeds may invite rodents or other animals into the plant which is undesirable.
3. Installed Hach Anylizer SC4500 in Basin #2 at SBR.

4. Finished cleaning out Basin #1 at SBR.

Industrial Plant (1)

1. Continued cleaning and running samples.
2. Aerator cable management and electrical system prep.

Completed This Month	Job Descriptions	Completed YTD 2024 – 2025 July 1 to June 30	Completed 2023 – 2024 July 1 to June 30	Completed 2022 – 2023 July 1 to June 30	Completed 2021 – 2022 July 1 to June 30
527	Work Orders	3879	4338	2480	2520
8	Temporary Manual Read Water Meters Installed in New Construction Accounts	83	171	287	292
0	Radio Read Meters & ERTs Installed in New Construction Accounts	2	5	3	1
78	Total: Manual Read Meters Replaced with Radio Read Meters & ERT's, including Radio Meters Installed in New Construction Accounts	228 (Total = 764)	216	268	300
50	Existing Radio Read Meters & ERTs Replaced with New Radio Read Meters & ERTs	212	180	247	309
60	Valves Exercised (Approx. 2674 in SSCWD System 3/2021)	138	299	528	487
107	Fire Hydrants Flushed (Approx. 938 in SSCWD System 3/2021)	354	466	537	342
13	Meters on Repair List	121	209	250	335
10	Emergency Calls	97	138	158	161
128	Locates on our Water/Sewer Lines	1366	1722	1512	1816
0	Sewer Inspections	0	0	0	0
4	Shutoff Notices	44	23	0	0
0	Water Services Replaced	10 (Total = 973)	17	15	39

(3/2021 Update Valve and Fire Hydrant Count, Includes Santana Ranch pH 1, Villages, Tyler Knoll, Walnut Park, Creekside)



Hollister/Sunnyslope Intertie Water Balance

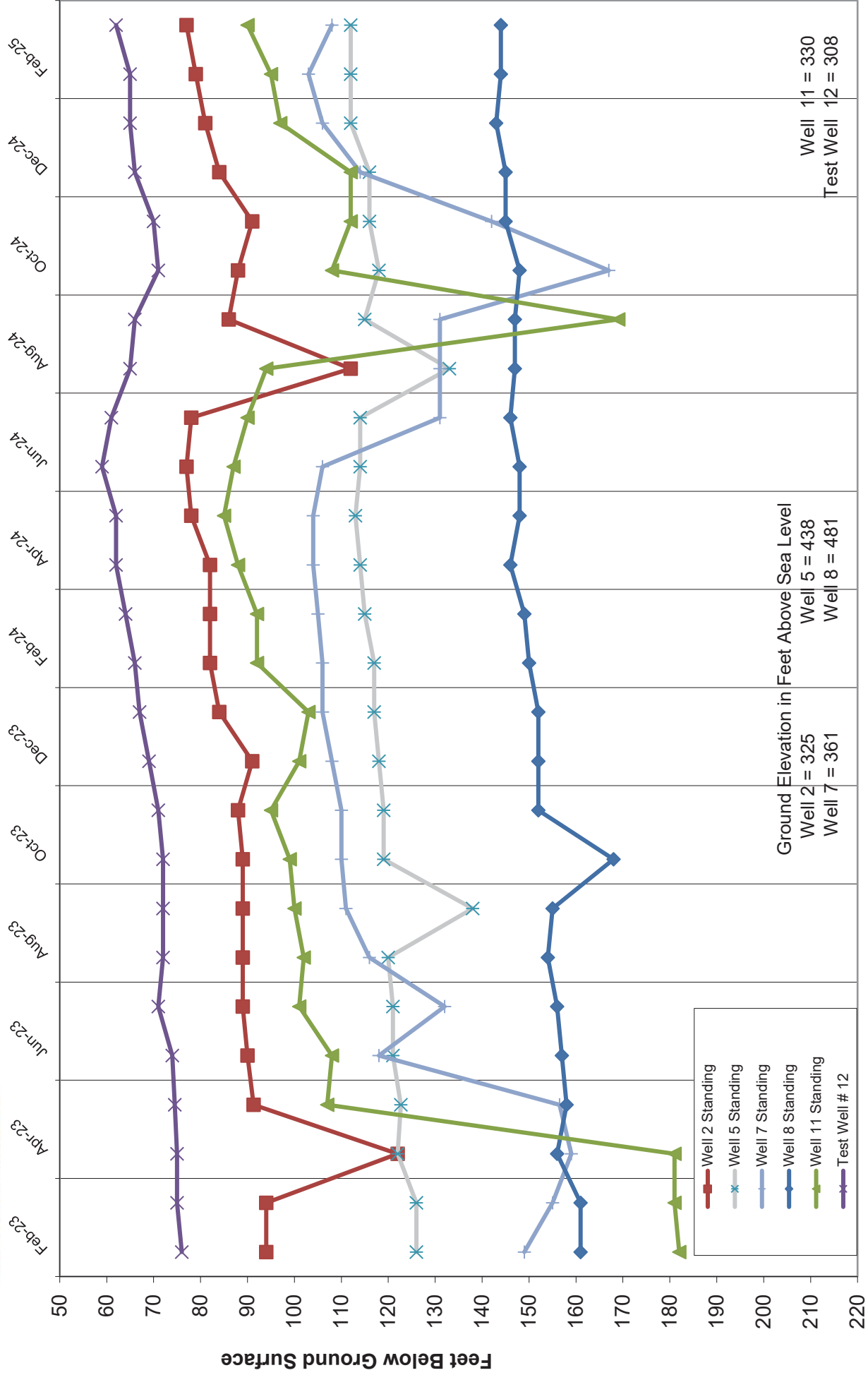
Report Date: March 1, 2025		to		February 12, 2025	
Current Consumption Period: January 15, 2025		to		February 12, 2025	
Intertie Location	Groundwater Flow to COH	Surface Flow to COH	Groundwater Flow to SSCWD	Surface Flow to SSCWD	to
	i n G a l l o n s				
Southside Road Intertie Water Total Flow	0	2,213,355			
Sunset & Memorial Water Total Flow	2,042,400	2,596,600	0		0
Sunnyslope & Memorial Water Total Flow	1,421,000	2,029,800	300		200
Hillcrest and Memorial Water Total Flow	700	1,200	900		1,800
Santa Ana & La Baig Water Total Flow	73,900	2,851,800	0		0
Intertie Sub-Total Water Flow	3,538,000	9,692,755	1,200		2,000
<i>Total Combined Surface and Ground Water Intertie Flow</i>	13,230,755		3,200		
City of Hollister Well 2 Surface Water Total Flow (West Hills)		8,122,000			
City of Hollister Well 4 Surface Water Total Flow (West Hills)		13,239,700			
City of Hollister Well 5 Surface Water Total Flow (West Hills)		14,508,000			
Sunnyslope Well 2 Surface Water Total Flow (West Hills)				4,115,000	
Sunnyslope Well 11 Surface Water Total Flow (West Hills)				14,055,000	
Sunnyslope Surface Water Total Flow (LESSALT)				29,938,000	
Surface Water Flow Sub-Totals		35,869,700			48,108,000
Ground Water and Surface Water Flow Totals	3,538,000	45,562,455	1,200		48,110,000
Current Period:	COH half of Surface Water Flow to Distribution (LESSALT & WH)		41,988,850		
	Net Ground/Surface Water Balance Owed to SSCWD (to COH)		3,536,800	3,571,605	
	Beginning Water Balance Owed to SSCWD (to COH)		851,502,600	-299,820,379	
	Gallons Billed to COH thru Report Date January 1, 2025		0		Informational Last Month Net Total 551,682,221
	Sub-total Ending Water Balance Owed to SSCWD (to COH)		855,039,400	-296,248,774	Net Sub Total 558,790,626
Half of Total Gallons LESSALT Discharge to City of Hollister Wastewater Treatment Plant during the current consumption period			1,300,000		
Exchange Factor; Half of the total gallons discharged to COH WWTP from LESSALT multiplied by a factor of 4					5,200,000.00
Ending Water Balance Owed to SSCWD (to COH)		849,839,400	-296,248,774	Net Total	553,590,626

Current:	LESSALT WTP Total Flow to Distribution	29,938,000			
	Percent of LESSALT Surface Water Received	COH	32.4%	SSCWD	67.6%
Current:	COH half of LESSALT Total Flow to Distribution	14,969,000			
	Intertie Net Surface Water Total Flow to COH	9,690,755			
	Intertie Net Ground Water Total Flow to COH	3,536,800			
Current:	West Hills WTP Total Flow to Distribution	54,039,700			
	Percent of Surface Water Received	COH	66.4%	SSCWD	33.6%
Current:	COH half of West Hills WTP Total Flow to Distribution	27,019,850			
	West Hills WTP Surface Water Total Flow to COH	35,869,700			

From April 1, 2024 to Present					
YTD	LESSALT WTP Total Flow to Distribution	312,343,000			
	West Hills WTP Total Flow to Distribution	848,666,000			
	Surface WTPs Total Flow to Distribution	1,161,009,000			
	Total YTD Surface Flow to COH/SSCWD	COH	627,539,272	SSCWD	533,469,728
	Percent of Surface Water Received	COH	54.1%	SSCWD	45.9%

Depth to Standing Water Level Below Ground Surface

Month/Year



Staff Report

Agenda Item: H – 6

DATE: March 17, 2025 (March 25, 2025 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: General Manager Monthly Status Report

ACTIVE TASKS:

1. **Website Performance** – February page views totaled 51,954 for the month. Several staff members have been charged with coordinating with our Billing/Public Relations specialist to update all content on the website.
2. **Best Road Mutual Water Company (BRMWC) System Consolidation** – The contractor hired to install the John Smith Road section of pipeline is ready to begin before the end of the month. A minor extension of time has been requested from the grant authority providing funding for BRMWC to accommodate lead times on some physical equipment items that have been difficult to acquire. The schedule to complete remains accelerated however it is proceeding well.
3. **Water Allocation** – This season a substantial allocation from the CVP project has been provided for water planning. Only 4200 acre feet of water is being requested this season to be shared equally between the City and Sunnyslope. This water allocation will provide SSCWD with a 75/25 surface to groundwater blend and achieve the 150-180 hardness blend goal of the Urban Water Management Plan. The City will take the same amount of water however their demand has been increasing steadily. The City blend will likely be lower (50/50), and hardness in the city will be higher. Budget planning is based on the 4200 acre feet.
4. **Budget and Water Planning** – Budget review of water treatment plant operation is ongoing. Budgets will be submitted to SBCWD in April for their review. Coordination with the City has occurred and operational budgets will be based on 4200 acre feet of treated water delivered.
5. **ADRoP Contract Amendment** – The next draft of the ADRoP amendment from SBCWD is still pending and additional requests have resulted in a longer than expected delivery of the modified agreement. Instead of creating an amendment the SBCWD is working on revising the agreement with new language to satisfy the district and City requests.

Staff Report

Agenda Item: I-1

DATE: March 17, 2025 (March 25, 2025 Meeting)

TO: Board of Directors

FROM: General Manager, Drew A. Lander P.E.
Consultant, Douglas Johnson, National Demographics Corporation

SUBJECT: Public Hearing Requesting Public Input Regarding The Composition Of Potential Board Election Divisions (Not A Project Under CEQA Per Article 20, Section 15378).

RECOMMENDATION:

It is recommended that the District Board:

1. Conduct the public hearing and receive public input regarding provide input regarding the composition of the potential Board election divisions.

BACKGROUND:

On January 28, 2025, the Board adopted Resolution of Intent 607 to Change Election Systems. Moving to by-district elections would require a Board Member (and all candidates for that position) to reside within a designated district boundary, and each Board Member would be elected only by voters of the appropriate district.

On February 25, 2025 the Board held the first of 4 public meetings scheduled to be held to receive public input on map creation. NDC provided a power point presentation regarding the mapping process. This meeting is the second hearing for community input and information gathering.

A web page has been created by district staff and can be found on the district website at www.sunnyslopedwater.org . The webpage is titled:

[YOUR VOTE IS CHANGING: We need your input to ensure fair board elections! - Sunnyslope County Water District](#)

THE DISTRICTING PROCESS

As required by Elections Code Section 10010, the District will hold at least two (2) public hearings prior to the release of draft maps of Board election districts. The Board will then hold an additional two (2) or more public hearings to solicit public input regarding the content of the draft maps and the proposed sequence of elections. Then an additional public hearing will be held prior to the approval of an ordinance implementing a Board election district map.

Today's hearing partially fulfills the requirement of California Elections Code Section 10010 that states:

“(1) Before drawing a draft map or maps of the proposed boundaries of the districts, the political subdivision shall hold at least two public hearings over a period of no more than thirty days, at which the public is invited to provide input regarding the composition of the districts.

The intention of this hearing is to identify the neighborhoods, other “communities of interest,” and other local factors that should be considered or used as ‘building blocks’ when the drawing of draft maps begins. The public is welcome to propose neighborhood and community maps, or complete districting maps, but it is not required.

At the beginning of the public hearing, the District’s consultant (National Demographics Corporation, or NDC) will provide an overview of the timeline, districting criteria, and demographics of the District.

The current timeline, subject to change, is the following:

- January 28 Board adopted Resolution of Intent to Change to By-Division Elections
- February 25 First hearing (community education and information-gathering -- no draft maps)
- March 25 Second hearing (community education and information-gathering -- no draft maps)
- April 22 Third hearing (first discussion of draft maps - Board may request new or revised maps for consideration at the 4th hearing)
- May 20 Fourth hearing (second discussion of draft maps). If no map changes are made or requested, the fifth hearing and adoption vote may (but does not have to be) be held as a separate agenda item at this meeting too.
- June 24 If needed, this will be a fifth hearing and map adoption.

The Board can reverse this decision at any time prior to second reading of the districting ordinance, however changing this decision may require scheduling additional hearings prior to final adoption.

The transition in election systems will not impact any Board member’s current term. There are 3 terms ending in 2026, so the same number of Divisions will hold elections that year. The other 2 Director terms end in 2028, so that same number of remaining Divisions will hold elections that year. A candidate for Director must live in the Division the candidate wishes to represent, and only the voters in that Division will vote for their Division’s Director.

FISCAL IMPACT:

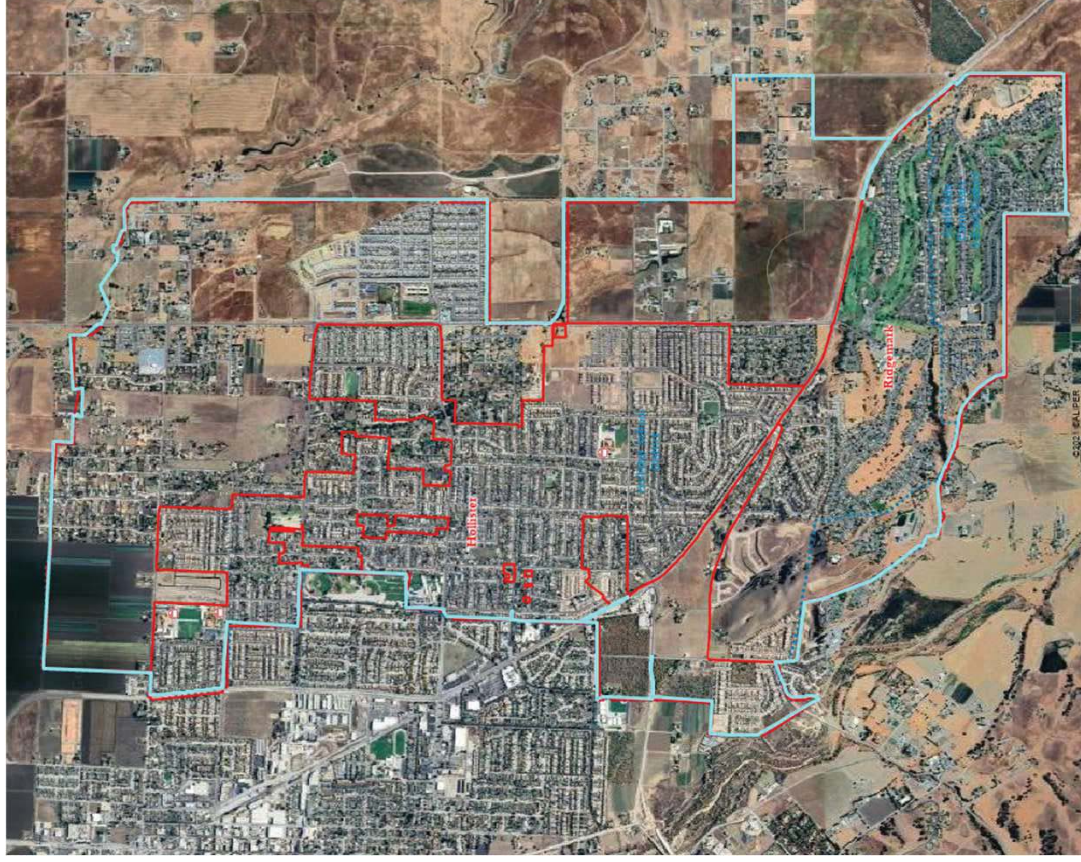
The District has previously contracted with NDC. No additional fiscal impacts are proposed with this action.

ENVIRONMENTAL ANALYSIS:

No environmental review is required because the proposed action is not a project governed by the California Environmental Quality Act.

ATTACHMENTS:

- 1) Power Point Presentation prepared by NDC
- 2) 21230(b) Disclosures



SUNNYSLOPE WATER DISTRICT

Introduction to Districting

March 25, 2025

Election Systems

1. **“At Large”**
2. **“From District” or “Residence” Districts**
3. **“By District”**

The California Voting Rights Act
was written to specifically
encourage by-district elections.

California Voting Rights Act (CVRA)

- Under the Federal Voting Rights Act (passed in 1965), a jurisdiction must fail 4 factual tests before it is in violation of the law.
- The California VRA makes it significantly easier for plaintiffs to force jurisdictions into “by-district” election systems by eliminating two of the US Supreme Court Gingles tests:
 - ~~Can the protected class constitute the majority of a district?~~
 - Does the protected class vote as a bloc?
 - Do the voters who are not in the protected class vote in a bloc to defeat the preferred candidates of the protected class?
 - ~~Do the “totality of circumstances” indicate race is a factor in elections?~~
- Liability is now determined only by the presence of racially polarized voting and dilution of the protected class’s ability to elect or influence the outcome of elections

CVRA Impact

- Switched (or in the process of switching) as a result of CVRA:
 - Over 200 cities
 - At least 328 school districts
 - 46 Community College Districts
 - 1 County Board of Supervisors
 - 75 water and other special districts.

- **Palmdale, Santa Clara and Santa Monica fought “on the merits.” All lost.**
 - Santa Monica: CA Supreme Court sent case back down. Now back in Superior Court.
 - Palmdale spent about \$1.8 million, Santa Clara \$1.37 million, and Santa Monica over \$7 million, just on their defense.
 - Santa Monica plaintiffs requested \$22 million
 - So far, no jurisdiction has won a case.

- **Sample settlements and fee awards:**
 - Palmdale: \$4.7 million
 - Santa Clara: \$3.8 million
 - Modesto: \$3 million
 - Highland: \$1.3 million
 - Anaheim: \$1.1 million
 - Whittier: \$1 million
 - Santa Barbara: \$600,000
 - Tulare Hospital: \$500,000
 - Camarillo: \$233,000
 - Compton Unified: \$200,000
 - Madera Unified: about \$170,000
 - Hanford Joint Union Schools: \$118,000
 - Merced City: \$42,000

- **An estimated \$20 million in total settlements and court awards so far.**

Districting Process

Step	Description
Pre-draft map hearing Feb. 25 & March 25	<ul style="list-style-type: none">• Held prior to release of draft maps• Education and to solicit input on the composition of districts
Release draft maps By April 15	<ul style="list-style-type: none">• Maps must be posted at least 7 days prior to hearing• Public maps must be submitted by 10 days prior to hearing
Hearing on draft maps April 22 & May 20	<ul style="list-style-type: none">• Discuss and revise the draft maps• Possible map adoption at May 20 meeting
Adopt Map May 20 or TBD	<ul style="list-style-type: none">• Final public hearing and map adoption• Final map must be posted at least 7 days prior to adoption

Districting Rules and Goals

1. Federal Laws

Equal Population
Federal Voting Rights Act
No Racial Gerrymandering



2. California Criteria

Mandatory in prioritized order:

1. Geographically contiguous
2. Avoid division of neighborhoods and “communities of interest” (Socio-economic geographic areas that should be kept together)
3. Avoid division of Cities and Census Designated Places
4. Easily identifiable boundaries
5. Compact (Do not bypass one group of people to get to a more distant group of people)

2. California Prohibition

“Shall not adopt election district boundaries for the purpose of favoring or discriminating against an incumbent, political candidate, or political party.”

No other criterion may be prioritized over statutory criteria.

3. Other Traditional Redistricting Principles

Future population growth

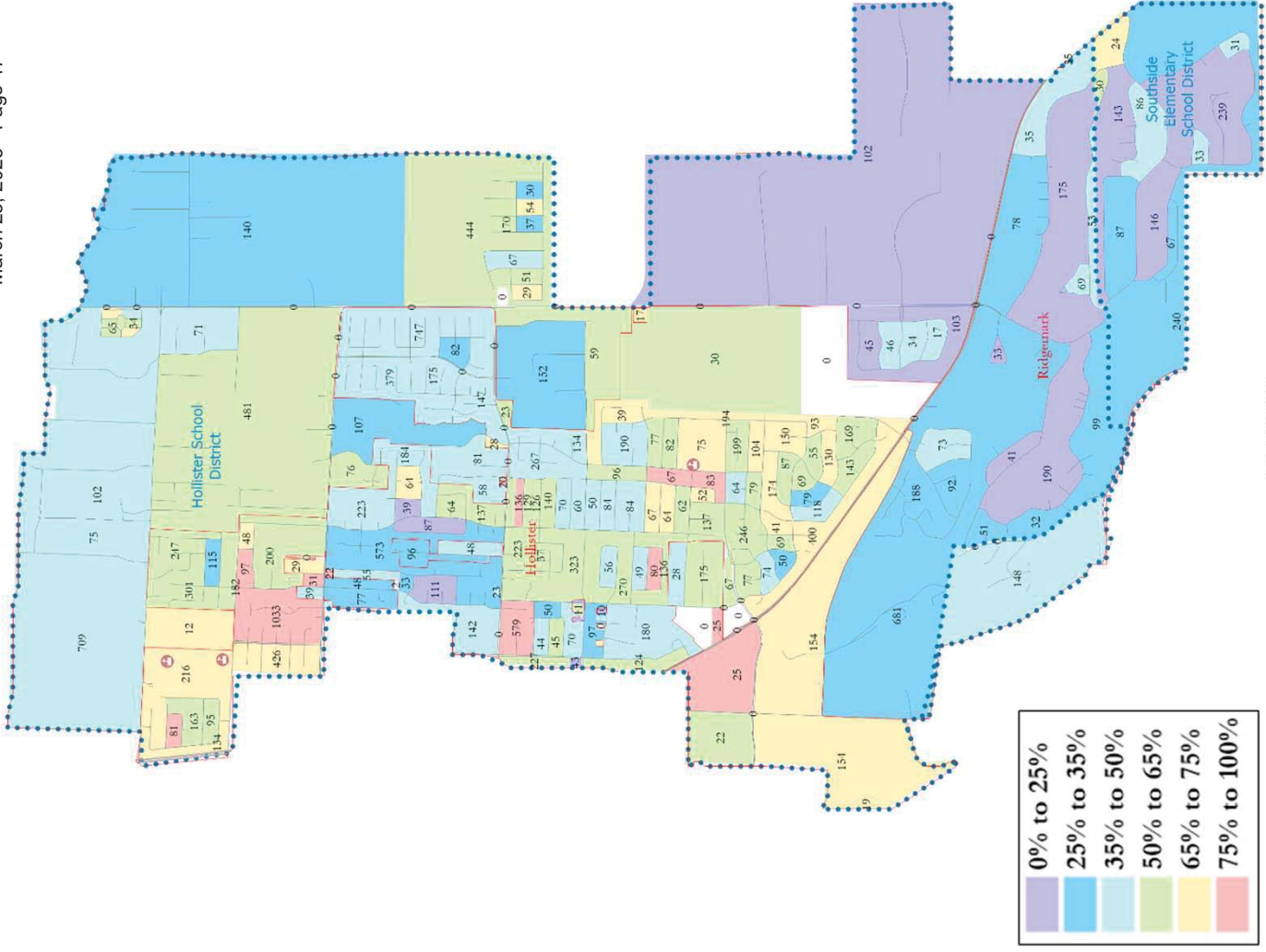
Demographic Summary

Each of the five districts
must contain about
4,508 people.

Category	Field	Total	Category	Regulation	Field	Total
2020 Census	Total Population	22,542	Age	March 25, 2025 - Page 46	age 0-19	29%
	Hispanic/Latino	54%			age 20-60	52%
	NH White	37%			age 60 plus	20%
	NH Black	1%			immigrants	16%
Total Pop.	NH Asian/Pac Isl.	6%	Immigration		naturalized	50%
	NH Native Amer.	1%			english	63%
	Total	14,863			spanish	33%
	Hispanic	50%			asian-lang	3%
Citizen Voting Age Pop	NH White	41%	Language spoken at home		other lang	2%
	NH Black	2%			Speaks Eng. "Less than Very Well"	13%
	Asian/Pac Isl.	6%			hs-grad	63%
	Native Amer.	1%			bachelor	17%
Voter Registration (Nov 2022)	Total	14,557	Education (among those age 25+)		graduate degree	7%
	Latino est.	45%			child-under 18	42%
	Spanish-Surnamed	40%			employed	63%
	Asian-Surnamed	2%			income 0-25k	4%
Voter Turnout (Nov 2022)	Filipino-Surnamed	2%	Household Income		income 25-50k	12%
	NH White est.	50%			income 50-75k	13%
	NH Black	2%			income 75-200k	47%
	Total	8,063			income 200k-plus	24%
Voter Turnout (Nov 2020)	Latino est.	35%	Housing Stats		single family	92%
	Spanish-Surnamed	32%			multi-family	8%
	Asian-Surnamed	2%			rented	29%
	Filipino-Surnamed	2%			owned	71%
Voter Turnout (Nov 2020)	NH White est.	59%	Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2019-2023 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database. "Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate.			
	NH Black	2%				
	Total	11,233				
	Latino est.	41%				

Latino CVAP

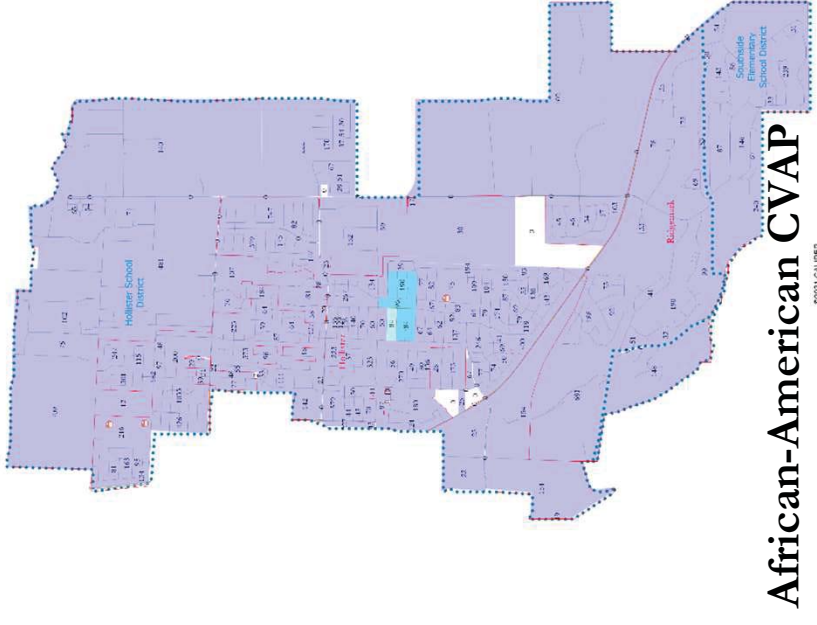
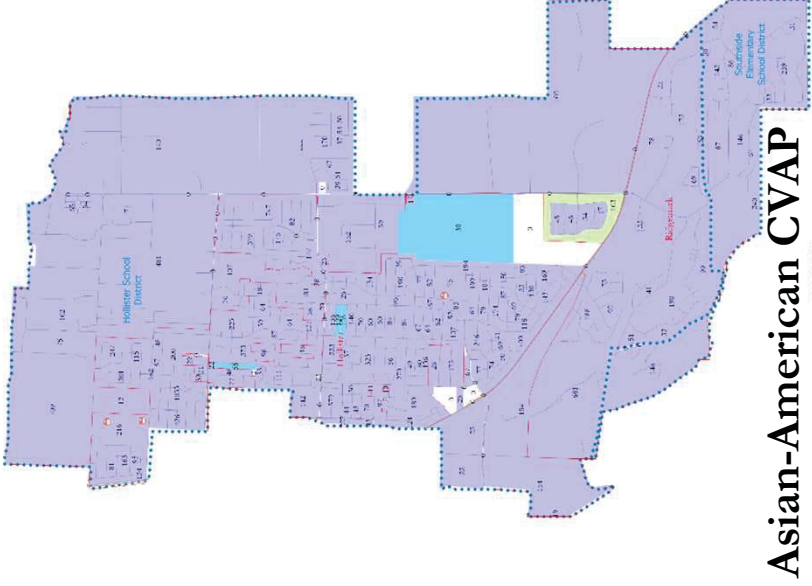
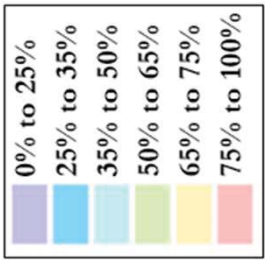
Latino eligible voters (Citizen Voting Age Population, or CVAP) are concentrated in the north and central regions of the District.



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Other Protected Classes

Asian-American and African-Americans are not geographically concentrated in the District.



Defining Neighborhoods

1st Question: How do you describe or name the area where you live?

2nd Question: What are its geographic boundaries?

3rd Question: What other neighborhoods are there?

Examples of physical features defining a neighborhood boundary:

- Natural neighborhood dividing lines, such as highway or major roads, rivers, canals and/or hills
- Areas around parks or schools
- Other neighborhood landmarks



Defining Communities of Interest

California Elections Code Section 21130(c)(2):

A “community of interest” is a population that shares common social or economic interests that should be included within a single district for purposes of its effective and fair representation.

The shared interests may include (but are not limited to):

- ▣ Shared public policy concerns such as education, public safety, public health, environment, housing, transportation, and access to social services. cultural districts;
- ▣ Shared socioeconomic characteristics;
- ▣ Similar voter registration rates and participation rates; and / or
- ▣ Shared histories.

Definitions of Communities of Interest may not include relationships with political parties, incumbents, or political candidates.

Your Turn:

What area do you consider your neighborhood?

What are your “communities of interest”?

For each answer, please provide:

- Geographic boundaries
- The history or defining shared characteristic of the area

In the absence of public testimony, planning records and other similar documents may provide definition.

Any other questions about the process, criteria, maps, or any other part of this process?

Sunnyslope Water District Section 21130b Disclosure Report

March 17, 2025

Pursuant to Elections Code Section 21130 subdivision (b), this memo shall serve as the Sunnyslope Water District's disclosure reports.

Section 21130(b)(1) provides:

Consistent with the districting body's existing obligations under the federal Voting Rights Act, the districting body shall determine whether it is possible to create an election district or districts in which a minority group is sufficiently large and geographically compact to constitute a majority in a single-member district, as set forth in *Thornburg v. Gingles*, 478 U.S. 30 (1986), and as interpreted in case law regarding enforcement of the federal Voting Rights Act with respect to redistricting. The districting body shall publish on its redistricting web page, at a minimum, the results of its analysis within seven days of completing the analysis or prior to adopting election district boundaries, whichever occurs first.

National Demographics Corporation (NDC), on behalf of the Sunnyslope Water District, has analyzed the District's demographics and determined that it is possible to create an election district or districts in which Latinos, African-Americans, Native Americans, or Asian-Americans are a sufficiently large and geographically compact population of Citizens of Voting Age Population (CVAP) to constitute a majority of CVAP in one or more single-member districts, as set forth in *Thornburg v. Gingles*, 478 U.S. 30 (1986), and as interpreted in case law regarding enforcement of the federal Voting Rights Act with respect to redistricting.

The presentation at each of the first two Council hearings in this process includes maps showing the Latino, African-American, and Asian-Americans shares of Citizen Voting Age Population across the District. NDC's analysis found there are multiple contiguous district possible that meet the requirements of the Fair Maps Act and includes a majority of CVAP who are Latino. It is not possible to draw such a district where a majority of CVAP are African-American, Asian-American, or Native American.

Section 21130(b)(2) provides:

If the districting body, consistent with its existing obligations under the federal Voting Rights Act, conducts an analysis to determine whether "racially polarized voting," as defined in case law regarding enforcement of the federal Voting Rights Act, exists in the local jurisdiction, the districting body shall publish on its redistricting web page, at a minimum, a summary of its analysis and findings within seven days of completing the analysis or prior to adopting election district boundaries, whichever occurs first.

No racially polarized voting analysis was conducted by the districting body as part of this districting process.

Staff Report

Agenda Item: I-2

DATE: March 13, 2025 (March 25, 2025 Meeting)

TO: Board of Directors

FROM: General Manager, Drew A. Lander P.E.

SUBJECT: Board Approval Of Resolution No. 608, Authorization To Join The Statewide Community Infrastructure Program ("SCIP") (Not A Project Under CEQA Per Article 20, Section 15378).

RECOMMENDATION:

The required public meeting notice was published in the local newspaper March 14th as required for the board to take action on this item. Staff recommend that the Board approve Resolution No. 608 Authorizing the district to join the statewide community infrastructure program.

BACKGROUND:

At this meeting, a representative of the CSCDA will be available to answer questions regarding participation in the Statewide Community Infrastructure Program ("SCIP"), which is sponsored by CSCDA, followed by Board discussion. A public hearing is required to be posted in a local news publication one week prior to the hearing, giving notice that public testimony will be accepted regarding participation in SCIP for bonds to be issued by CSCDA, and consideration of a resolution making certain findings and authorizing certain matters necessary for the Sunnyslope County Water District to participate in SCIP. The legal notice was published in the Hollister Free Lance Newspaper on March 14th, 2025

CSCDA is a joint powers authority sponsored by the League of California Cities and the California State Association of Counties. 530 cities, counties and special districts throughout California are members of CSCDA, including the district. SCIP was instituted by CSCDA in 2002 to allow owners of property in participating cities and counties to finance the development related fees that would be payable by property owners upon receiving development entitlements or building permits through a pooled special assessment districts program. SCIP was expanded to include financing of public capital improvements directly in addition to just fees, and has now been further expanded to include community facilities districts ("CFDs") and an option to finance public services in respect of stand-alone bond issues, necessary to support development in the District, as provided for in the proposed SCIP resolution. Since its inception SCIP has issued over \$1 billion in land secured special assessment and CFD bonds for development projects in California.

If a property owner applies to participate in SCIP, and the district approves the application, the selected public capital improvements, facilities and/or development related fees owed to the district will be financed by the issuance of bonds by CSCDA. Property owners, in consultation with the district and the SCIP team, can opt to have CSCDA form either an assessment district or a community facilities district. CSCDA determines whether the project will be included in the SCIP pool program (where no one developer within the SCIP pool is responsible for the payment related to any other project) or, depending on the projected bond sizing and other factors, implemented as a stand-alone financing. In either case, CSCDA will form the appropriate district and impose an assessment or special tax, as applicable, on the owner's property to repay the portion of the bonds issued to finance public capital improvements, facilities and/or development related fees.

With respect to the financing of development related fees, the property owner will either pay the development fees at the time of permit issuance and will be reimbursed from the SCIP bond proceeds when the SCIP bonds are issued, or the fees will be funded directly from the proceeds of the SCIP bonds. In both cases, the fees are subject to requisition by the district at any time to make authorized fee expenditures, and the district is never at risk for payment of its fees. If the property owner is required to construct improvements to be dedicated to the district, the proposed SCIP resolution includes a form of acquisition agreement to be used when such improvements are funded with SCIP bond proceeds, which outlines how a developer will be reimbursed for improvements as they are certified complete by the district.

The benefits of SCIP to the property owner include:

- Only property owners who choose to participate in the program will have assessments or special taxes imposed on their property.
- Instead of paying cash for public capital improvements and/or development related fees, the property owner receives low-cost, long-term tax-exempt financing of those fees, freeing up capital for other purposes.
- The property owner can choose to pay off the assessments or special taxes at any time.
- For home buyers, paying for the costs of public infrastructure through an assessment or special tax is superior to having those costs "rolled" into the cost of the home. Although the tax bill is higher, the amount of the mortgage is smaller, making it easier to qualify. Moreover, because the assessment/special tax financing is at tax-exempt rates, it typically comes at lower cost than mortgage rates.
- Owners of smaller projects, both residential and commercial, can have access to tax-exempt financing of infrastructure. Before the inception of SCIP, only projects large enough to justify the formation of an assessment or community facilities district had access to tax-exempt financing. SCIP can finance projects as low as \$500,000, which would not be economical on a stand-alone basis.

The benefits of SCIP to the District include:

- As in conventional assessment district and CFD financing, the district is not liable to repay the bonds issued by CSCDA or the assessments or special taxes, as applicable, imposed on the participating properties.
- CSCDA handles all district formation, district administration, bond issuance and bond administration functions. A participating city, county or special district can provide tax-exempt financing to property owners through SCIP while committing virtually no staff time to administer the program.
- Providing tax-exempt financing helps participating cities and counties cushion the impact of rising public capital improvements costs and development related fees on new development. Many developers rely on assessment district or CFD financing through SCIP in making the decision to purchase land, thereby improving the district's competitive advantage in attracting new development.
- The availability of financing will encourage developers to pull permits and pay fees in larger blocks, giving the participating city, county or special district immediate access to revenues for public infrastructure, rather than receiving a trickle of revenues stretched out over time. As part of the entitlement negotiation process, the possibility of tax-exempt financing of fees can be used to encourage a developer to pay fees up front.
- In some cases, the assessments or special taxes on successful projects can be refinanced through refunding bonds. Savings achieved through a refinancing may be directed to lower property taxes subject to applicable federal tax limitations.

The required SCIP resolution authorizes CSCDA to accept applications from owners of property within our planning jurisdiction to apply for tax-exempt financing of public capital improvements and development related fees through SCIP. It also authorizes CSCDA to form assessment districts and community facilities districts within our District's boundaries, conduct assessment and special tax proceedings and levy assessments and special taxes against the property of participating owners. It approves the form of an acquisition agreement, attached to the SCIP resolution as Exhibit B, to be entered into between the district and the participating property owner/developer, if applicable, to provide the terms and conditions under which financing for public capital improvements will be provided and to establish the procedure for disbursement of bond proceeds to pay for completed facilities. It also authorizes miscellaneous related actions and makes certain findings and determinations required by law.

In addition to the funding of public capital improvements and development related fees, the SCIP resolution authorizes CSCDA to form community facilities districts within our District's boundaries to levy special taxes to fund public services necessitated by new development projects, if approved by the participating property owner. Similar to the funding of public capital improvements and development related fees, once an application is received by the participating property owner and approved by the District, CSCDA handles all district formation and district administration. CSCDA will coordinate with the District annually to prepare the budget for the levy, and will levy and collect the special taxes for

disbursement to the District when collected. Public services will only be included in a community facilities district formed for a stand-alone project.

FINANCIAL IMPACT:

Action on participation in SCIP does not financially obligate the district to any future action. The district will consider each application for SCIP participation when property owners apply for financing. If an application is approved by the board then fees due to the district will be paid at the time of project approval. The type of bond financing available to the developer will be dependent on qualifications of the district's capital outlay.

ENVIRONMENTAL IMPACT:

Action on this item is not considered a project under Title 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

ATTACHMENTS:

- 1) SSCWD Resolution No. 608 – Participation in the SCIP

RESOLUTION No. 608

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUNNYSLOPE COUNTY WATER DISTRICT AUTHORIZING THE DISTRICT TO JOIN THE STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM; AUTHORIZING THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO ACCEPT APPLICATIONS FROM PROPERTY OWNERS, CONDUCT SPECIAL ASSESSMENT PROCEEDINGS AND LEVY ASSESSMENTS AND SPECIAL TAXES AND TO FORM ASSESSMENT DISTRICTS AND COMMUNITY FACILITIES DISTRICTS WITHIN THE TERRITORY OF THE SUNNYSLOPE COUNTY WATER DISTRICT; EMBODYING A JOINT COMMUNITY FACILITIES AGREEMENT SETTING FORTH THE TERMS AND CONDITIONS OF COMMUNITY FACILITIES DISTRICT FINANCINGS; APPROVING FORM OF ACQUISITION AGREEMENT FOR USE WHEN APPLICABLE; AND AUTHORIZING RELATED ACTIONS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is a joint exercise of powers authority, lawfully formed and operating within the State pursuant to an agreement (the "Joint Powers Agreement") entered into as of June 1, 1988 under the authority of Title 1, Division 7, Chapter 5 (commencing with Section 6500) of the California Government Code (the "JPA Law"), the members of which include numerous cities, counties and local agencies in the State of California, including the Sunnyslope County Water District (the "District"); and

WHEREAS, the Joint Powers Agreement authorizes the Authority to undertake financing programs under any applicable provisions of State law to promote economic development, the stimulation of economic activity, and the increase of the tax base within the jurisdictional boundaries of its members (such members, the "Program Participants"); and

WHEREAS, as one of the Programs under the Joint Powers Agreement, the Authority has established the Statewide Community Infrastructure Program ("SCIP") to allow the financing of certain public capital improvements to be constructed by or on behalf of property owners for acquisition by the District or another public agency (the "Improvements") and improvements eligible for funding from certain development impact fees, capacity fees and/or other development related charges (the "Fees") levied in accordance with the Mitigation Fee Act (California Government Code Sections 66000 and following) and other authority providing for the levy of fees on new development to pay for public capital improvements (collectively, the "Fee Act") through the levy of special assessments pursuant to the Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the "1913 Act") and the issuance of improvement bonds (the "Improvement Bonds") under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the "1915 Act") upon the security of the unpaid special assessments; and

WHEREAS, the "Mello-Roos Community Facilities Act of 1982," being Chapter 2.5, Part 1, Division 2, Title 5 (beginning with Section 53311) of the Government Code of the State (the "Mello-Roos Act") is an applicable provision of State law available to, among other things, finance public improvements and public services ("Services") necessary to meet increased demands placed upon local agencies as a result of development; and

WHEREAS, the Authority also uses SCIP to allow the financing of Fees and Improvements through the levy of special taxes and the issuance of special tax bonds (the “Special Tax Bonds” and, together with the Improvement Bonds, the “Local Obligations”) under the Mello-Roos Act upon the security of the special taxes and to allow the financing of Services through the levy of special taxes under the Mello Roos Act; and

WHEREAS, the District desires to allow the owners of property being developed within its jurisdiction (“Participating Developers”) to participate in SCIP and to allow the Authority to conduct proceedings and to form community facilities districts (“CFDs”) and to issue Local Obligations under the Mello-Roos Act, as well as to conduct assessment proceedings to form assessment districts (“Assessment Districts”) under the 1913 Act and to issue Local Obligations under the 1915 Act, to finance Fees levied on such properties and Improvements, provided that such Participating Developers voluntarily agree to participate and consent to the levy of the assessments or special taxes, as applicable; and

WHEREAS, the District desires to allow the Participating Developers to participate in SCIP and to allow the Authority to conduct proceedings and to form CFDs to levy special taxes to finance Services, provided that such Participating Developers voluntarily agree to participate and consent to the levy of such special taxes and that such CFDs are not pooled together with projects in other jurisdictions; and

WHEREAS, from time to time when eligible property owners within the jurisdiction of the District elect to be Participating Developers, the Authority will conduct proceedings under the 1913 Act and the Mello-Roos Act and issue Local Obligations under the 1915 Act and the Mello-Roos Act to finance Fees and Improvements and, at the conclusion of such proceedings, will levy assessments or special taxes, as applicable on such property within the territory of the District; and

WHEREAS, both the Authority and the District are “local agencies” under the Mello-Roos Act; and

WHEREAS, the Mello-Roos Act permits two or more local agencies to enter into a joint community facilities agreement to exercise any power authorized by the Mello-Roos Act; and

WHEREAS, the District desires to enter into such an agreement with the Authority to authorize the Authority to form CFDs from time to time within the territorial limits of the District to finance Fees, Improvements and Services necessitated by new development; and

WHEREAS, there has been presented to this meeting a proposed form of Resolution of Intention to be adopted by the Authority in connection with assessment proceedings (the “ROI”), a copy of which is attached hereto as Exhibit A, and the territory within which assessments may be levied for SCIP (provided that each Participating Developer consents to such assessment) shall be coterminous with the District’s official boundaries of record at the time of adoption of such ROI, and reference is hereby made to such boundaries for the plat or map required to be included in this Resolution pursuant to Section 10104 of the Streets and Highways Code; and

WHEREAS, there has also been presented to this meeting a proposed form of Acquisition Agreement (the “Acquisition Agreement”), a copy of which is attached hereto as Exhibit B, to be approved as to form for use with respect to any Improvements to be constructed and installed by a

Participating Developer and for which the Participating Developer requests acquisition financing as part of its SCIP application; and

WHEREAS, the District will not be responsible for the conduct of any proceedings; the levy or collection of assessments or special taxes or any required remedial action in the case of delinquencies in such assessment or special tax payments; or the issuance, sale or administration of the Local Obligations or any other bonds issued in connection with SCIP; and

WHEREAS, the Authority periodically issues Local Obligations on behalf of the local agency participants in SCIP to provide financing for the Fees and Improvements; and

WHEREAS, where the Authority determines a project is eligible for a SCIP pooled issuance, the Authority issues revenue bonds pursuant to the Marks-Roos Local Bond Pooling Act of 1985, consisting of Article 4 (commencing with Section 6584) of Chapter 5, Division 7, Title 1 of the California Government Code (the "Marks-Roos Act") concurrently with the issuance of Local Obligations, the proceeds of which are used to purchase the Local Obligations; and

WHEREAS, pursuant to Government Code Section 6586.5, notice was published at least five days prior to the adoption of this resolution at a public hearing, which was duly conducted by this Board concerning the significant public benefits of SCIP and the financing of the Improvements and the public capital improvements to be paid for with the proceeds of the Fees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Sunnyslope County Water District as follows:

Section 1. This resolution shall constitute full "local approval," under Section 9 of the Joint Powers Agreement, for the issuance of bonds by the Authority in accordance herewith.

Section 2. District hereby consents to the conduct of proceedings by the Authority under the Mello Roos Act to form CFDs with boundaries that shall be coterminous with the District's official boundaries of record at the time of such proceedings or any portion thereof (the "Proposed Boundaries"), and to authorize a special tax and to issue bonds with respect thereto; provided that the Participating Developers, who shall be the legal owners of such property at the time of formation of the CFD, execute a written consent to the levy of special tax in connection with SCIP by the Authority and execute a ballot in favor of the formation of such CFD and the Mello-Roos Act.

Section 3. The District hereby consents to the conduct of special assessment proceedings by the Authority in connection with SCIP pursuant to the 1913 Act and the issuance of Local Obligations under the 1915 Act on any property within the Proposed Boundaries; provided, that:

(1) Such proceedings are conducted pursuant to one or more Resolutions of Intention in substantially the form of the ROI; and

(2) The Participating Developers, who shall be the legal owners of such property at the time of the formation of the Assessment District, execute a written consent to the levy of assessments in connection with SCIP by the Authority and execute an assessment ballot in favor

of such assessment in compliance with the requirements of Section 4 of Article XIID of the State Constitution.

Section 4. This resolution sets forth the terms of a “joint community facilities agreement” (as defined in Section 53316.2 of the Mello Roos Act) between the District and the Authority. Adoption by the Commission of the Authority of each Resolution of Intention to form a CFD under the Mello-Roos Act to finance District Improvements, District Fees or District Services shall constitute acceptance of the terms hereof by the Authority with respect to such CFD. This Resolution and the Authority’s Resolution of Intention for the respective CFDs shall together embody a separate and independent joint community facilities agreement, or a joint agreement to fund services, for each CFD formed by the Authority (the “Joint Agreement”).

Section 5. The Board hereby finds and determines that this resolution and the Joint Agreement are beneficial to the residents/customers of the District and are in the best interests of the residents of the District, and of the future residents of the area within the proposed CFDs and Assessment Districts. The District hereby finds and declares that the issuance of revenue bonds by the Authority to purchase Local Obligations in connection with SCIP will provide significant public benefits, including without limitation, savings in effective interest rate, bond preparation, bond underwriting and bond issuance costs, and the more efficient delivery of local agency services to residential and commercial development within the District.

Section 6. The Authority has adopted Local Goals and Policies as required by Section 53312.7 of the Mello-Roos Act. The District approves the use of those Local Goals and Policies in connection with the formation of CFDs. The District hereby agrees that the Authority may act in lieu of the District under those Local Goals and Policies in forming and administering the CFDs.

Section 7. The Authority has prepared and will update from time to time the “SCIP Manual of Procedures” (the “Manual”), and the District will handle Fee revenues and funds for Improvements for properties participating in SCIP in accordance with the procedures set forth in the Manual.

Section 8. Pursuant to the Mello-Roos Act and this resolution, the Authority may conduct proceedings under the Mello-Roos Act to form the CFDs and to have such CFDs authorize the financing of (i) any or all of the facilities and Fees set forth on Exhibit C, attached hereto and (ii) any or all the Services set forth on Exhibit D, attached hereto. All of the facilities, whether to be financed directly or through Fees, shall be facilities that have an expected useful life of five years or longer and are facilities that the District or other local public agencies, as the case may be, are authorized by law to construct, own or operate, or to which they may contribute revenue. The appropriate officials and staff of the District are hereby authorized and directed to cooperate with the Authority and the Authority’s special tax consultant and other consultants to calculate the appropriate level of the special tax to fund the Services for each CFD in connection with initial formation and in connection with the annual levy. Exhibit C and Exhibit D may be modified from time to time by written agreement between an authorized representative of the Authority and of the District. The facilities are referred to herein as the “Improvements,” and the Improvements to be owned by the District are referred to as the “District Improvements.” The Fees paid or to be paid to the District are referred to as the “District Fees”. The Services funded are referred to as

the “District Services”. The financing of the District Services shall only be authorized for stand-alone development projects and Local Obligations may not be issued to fund Services.

Section 9. Section 9. For Improvements, Fees or Services to be owned, used or provided by another local agency (a “Third Party Local Agency”), the Authority will separately identify them in its proceedings and will enter into a joint community facilities agreement with such Third Party Local Agency as required by the Mello-Roos Act. Each joint community facilities agreement with each Third Party Local Agency will contain a provision that the Third Party Local Agency will provide indemnification to the District to the same extent that the District provides indemnification to the Third Party Local Agency under the terms of this resolution.

Section 10. The District acknowledges that Improvements and Fees will be funded through a CFD only if they are necessary to meet increased demands placed upon the District as a result of development occurring or expected to occur within the proposed CFD and Services will be funded through a CFD only if they are in addition to those provided in the territory of the CFD before the CFD was created and will not supplant existing services. In connection with the formation of each CFD, as may be required by the Authority’s procedures, the District shall certify that such requirements are satisfied in form and substance satisfactory to the Authority.

Section 11. The Authority shall promptly transfer special tax collections for District Services, after payment of its own reasonable administrative costs incurred in the administration of the CFDs, to the District. The Authority will apply the other special tax collections initially as required by the documents under which any Local Obligations are issued; and thereafter, to the extent not provided in the Local Obligations documents, may pay its own reasonable administrative costs. The Authority will remit any special tax revenues from any particular CFD remaining after the final retirement of all related Local Obligations to the District and to the other local agencies in the proportions specified in the Authority’s proceedings. The District will apply any such special tax revenues it receives for authorized District Improvements, District Fees and/or District Services, as applicable, and its own administrative costs only as permitted by respective CFD proceedings and by the Mello-Roos Act. The joint community facilities agreements with each Third Party Local Agency must require the Third Party Local Agency to apply the special tax revenues they receive for their authorized Improvements, Fees and/or Services under the CFDs and for their own related administrative costs only as permitted by the Mello-Roos Act.

Section 12. The Authority will administer the CFDs, including employing and paying all consultants, annually levying the special tax and all aspects of paying and administering the Local Obligations, and complying with all State and Federal requirements appertaining to the proceedings, including the requirements of the United States Internal Revenue Code. The District will cooperate fully with the Authority in respect of the requirements of the Internal Revenue Code and to the extent information is required of the District to enable the Authority to perform its disclosure and continuing disclosure obligations with respect to the Local Obligations and any revenue bonds, although the District will not participate in nor be considered to be a participant in the proceedings respecting the CFDs (other than as a party to the agreement embodied by this resolution) nor will the District be or be considered to be an issuer of the Local Obligations nor any revenue bonds. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Third Party Local Agency.

Section 13. In the event the Authority completes issuance and sale of Local Obligations, and Local Obligation proceeds become available to finance the Improvements, the Authority shall establish and maintain a special fund for each development project (the “Acquisition and Construction Fund”). The portion of Local Obligation proceeds which is intended to be utilized to finance the Improvements and Fees shall be deposited in the Acquisition and Construction Fund. The Acquisition and Construction Fund will be available both for District Improvements and District Fees and for the Improvements and Fees pertaining to each Third Party Local Agency. Subaccounts shall be created as necessary.

Section 14. As respects the Authority and each Third Party Local Agency, the District agrees to fully administer, and to take full governmental responsibility for, the construction or acquisition of the District Improvements and for the administration and expenditure of the District Fees, as applicable, including but not limited to environmental review, approval of plans and specifications, bid requirements, performance and payment bond requirements, insurance requirements, contract and construction administration, staking, inspection, acquisition of necessary property interests in real or personal property, the holding back and administration of retention payments, punch list administration, and the Authority and each Third Party Local Agency shall have no responsibility in that regard. The District reserves the right, as respects each Participating Developer, to require the Participating Developer to contract with the District to assume any portion or all of this responsibility. The Authority is required to obtain provisions equivalent to this paragraph in the joint community facilities agreement with each Third Party Local Agency.

Section 15. The District agrees to indemnify and to hold the Authority, its other members, and its other members’ officers, agents and employees, and each Third Party Local Agency and their officers, agents and employees (collectively, the “Indemnified Parties”) harmless from any and all claims, suits and damages (including costs and reasonable attorneys’ fees) arising out of the design, engineering, construction and installation of the District Improvements and the improvements to be financed or acquired with the District Fees. The District reserves the right, as respects each Participating Developer, to require the Participating Developer to assume by contract with the District any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all joint community facilities agreements with each Third Party Local Agency naming the District and its officers, agents and employees as Indemnified Parties with respect to each Third Party Local Agency’s respective Improvements and the improvements to be constructed or acquired with each Third Party Local Agency’s Fees.

Section 16. As respects the Authority and each Third Party Local Agency, the District agrees – once the District Improvements are constructed according to the approved plans and specifications, and the District and the Participating Developer have put in place their agreed arrangements for the funding of maintenance of the District Improvements – to accept ownership of the District Improvements, to take maintenance responsibility for the District Improvements, and to indemnify and hold harmless the Indemnified Parties to the extent provided in the preceding paragraph from any and all claims, etc., arising out of the use and maintenance of the District Improvements. The District reserves the right, as respects the Participating Developer, to require the Participating Developer by contract with the District to assume any portion or all of this responsibility. The Authority is required to obtain a provision equivalent to this paragraph in all

joint community facilities agreements with each Third Party Local Agency naming the District and its officers, agents and employees as Indemnified Parties.

Section 17. The District acknowledges the requirement of the Mello-Roos Act that if the District Improvements are not completed prior to the adoption by the Commission of the Authority of the Resolution of Formation of the CFD for each respective development project, the District Improvements must be constructed as if they had been constructed under the direction and supervision, or under the authority of, the District. The District acknowledges that this means all District Improvements must be constructed under contracts that require the payment of prevailing wages as required by Section 1720 and following of the Labor Code of the State of California. The Authority makes no representation that this requirement is the only applicable legal requirement in this regard. The District reserves the right, as respects the Participating Developer, to assign appropriate responsibility for compliance with this paragraph to the Participating Developer.

Section 18. The form of the Acquisition Agreement attached hereto as Exhibit B is hereby approved, and the [President or Vice President] or such officer's designee (each, an "Authorized Officer") is authorized to execute, and deliver to the Participating Developer, the Acquisition Agreement on behalf of the District in substantially that form, with such changes as shall be approved by the Authorized Officer after consultation with the District Attorney and the Authority's bond counsel, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 19. After completion of the District Improvements and appropriate arrangements for the maintenance of the District Improvements, or any discrete portion thereof as provided in Section 53313.51 of the Mello-Roos Act and in the Acquisition Agreement, to the satisfaction of the District, and in conjunction with the District's acceptance thereof, acquisition of the District Improvements shall be undertaken as provided in the Acquisition Agreement.

Section 20. The District hereby consents to the formation of the CFDs in accordance with this resolution and consents to the assumption of jurisdiction by the Authority for the proceedings respecting the CFDs with the understanding that the Authority will hereafter take each and every step required for or suitable for consummation of the proceedings, the levy, collection and enforcement of the special tax, and the issuance, sale, delivery and administration of the Local Obligations, all at no cost to the District and without binding or obligating the District's general fund or taxing authority.

Section 21. The terms of the Agreement embodied by this resolution may be amended by a writing duly authorized, executed and delivered by the District and the Authority, except that no amendment may be made after the issuance of the Local Obligations by the Authority that would be detrimental to the interests of the bondholders without complying with all of the bondholder consent provisions for the amendment of the bond resolutions, bond indentures or like instruments governing the issuance, delivery and administration of all outstanding Local Obligations.

Section 22. Except to the extent of the indemnifications extended to each Third Party Local Agency in the Agreement embodied by this resolution, and the District's agreement to take

responsibility for and ownership of the District Improvements, no person or entity, including the Participating Developer, shall be deemed to be a third party beneficiary of this resolution, and nothing in this resolution (either express or implied) is intended to confer upon any person or entity other than the Authority and the District (and their respective successors and assigns) any rights, remedies, obligations or liabilities under or by reason of this resolution.

Section 23. The District shall be identified as a third-party beneficiary of all joint community facilities agreements between the Authority and each Third Party Local Agency to the extent of the indemnification provisions and the provisions whereby each Third Party Local Agency agrees to take responsibility for and ownership of their Improvements.

Section 24. The appropriate officials and staff of the District are hereby authorized and directed to make SCIP applications available to all property owners who are subject to Fees for new development within the District and/or who are conditioned to install Improvements and/or whose plans for new development within the District necessitate new or increased levels of Services and to inform such owners of their option to participate in SCIP; provided, that the Authority shall be responsible for providing such applications and related materials at its own expense. The District shall designate appropriate staff who shall be responsible for coordination with the Authority, and shall provide the appropriate contact information to the Authority from time to time.

Section 25. The appropriate officials and staff of the District are hereby authorized and directed to execute and deliver such closing certificates, requisitions, agreements and related documents, including but not limited to such documents as may be required by bond counsel in connection with the participation in SCIP of any districts, authorities or other third-party entities entitled to own Improvements and/or to levy and collect Fees on new development to pay for public capital improvements within the jurisdiction of the District, as are reasonably required by the Authority in accordance with the Manual to implement SCIP and to evidence compliance with the requirements of federal and state law in connection with the issuance by the Authority of the Local Obligations and any other bonds for SCIP.

Section 26. This Resolution shall take effect immediately upon its adoption. The Board Secretary is hereby authorized and directed to transmit a certified copy of this resolution to the Secretary of the Authority. This resolution shall remain in force with respect to any Assessment District and CFD formed until all Local Obligations have been retired and the authority to levy the special tax conferred by any CFD proceedings and to levy the assessment conferred by any assessment proceedings has ended or is otherwise terminated.

* * *

PASSED AND ADOPTED this ____ day of _____, 20__ by the following vote, to wit:

AYES: Board Members

.....

NOES: Board Members

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ABSENT: Board Members

ABSTAIN: Board Members

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EXHIBIT A TO THE RESOLUTION

**FORM OF RESOLUTION OF INTENTION
TO BE ADOPTED BY CSCDA**

For Assessment Districts Only

RESOLUTION NO. __ SCIP-

RESOLUTION OF INTENTION OF THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY TO FINANCE CAPITAL IMPROVEMENTS AND/OR THE PAYMENT OF DEVELOPMENT RELATED FEES FOR PUBLIC CAPITAL IMPROVEMENTS IN THE PROPOSED STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM ASSESSMENT DISTRICT NO. __ ([NAME OF PROJECT]) [CITY OF _____], [COUNTY OF _____], APPROVING A PROPOSED BOUNDARY MAP, MAKING CERTAIN DECLARATIONS, FINDINGS AND DETERMINATIONS CONCERNING RELATED MATTERS, AND AUTHORIZING RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, under the authority of the Municipal Improvement Act of 1913 (the “1913 Act”), being Division 12 (commencing with Sections 10000 and following) of the California Streets and Highways Code (the “Code”), the Commission (the “Commission”) of the California Statewide Communities Development Authority (the “Authority”) intends to finance, through its Statewide Community Infrastructure Program, the payment of certain development impact fees, capacity fees and/or other development related charges for public improvements (the “Improvement Fees”) and/or to finance certain public capital improvements to be constructed by or on behalf of the property owner(s) and to be acquired by the [City/County of __] or another local agency (the “Improvements”) as described in Exhibit A attached hereto and by this reference incorporated herein, all of which are of benefit to the property within the proposed Statewide Community Infrastructure Program Assessment District No. __ ([name of project]) [City of _____], [County of _____] (the “Assessment District”);

WHEREAS, the Commission finds that the land specially benefited by the Improvements and/or the Improvement Fees is shown within the boundaries of the map entitled “Proposed Boundaries of California Statewide Communities Development Authority Statewide Community Infrastructure Program Assessment District No. __ ([name of project]) [City of _____], [County of _____], State of California,” a copy of which map is on file with the Secretary and presented to this Commission meeting, and determines that the land within the exterior boundaries shown on the map shall be designated “Statewide Community Infrastructure Program Assessment District No. __ ([name of project]) [City of _____], [County of _____], State of California”;

WHEREAS, the [City/County of __] is a member of the Authority and has approved the adoption on its behalf of this Resolution of Intention and has consented to the levy of the assessments in the Assessment District;

NOW, THEREFORE, BE IT RESOLVED that the Commission of the California Statewide Communities Development Authority hereby finds, determines and resolves as follows:

Section 1. The above recitals are true and correct.

Section 2. Pursuant to Section 2961 of the Special Assessment Investigation, Limitation and Majority Protest Act of 1931 (the "1931 Act"), being Division 4 (commencing with Section 2800) of the Code, the Commission hereby declares its intent to comply with the requirements of the 1931 Act by complying with Part 7.5 thereof.

Section 3. The Commission has designated a registered, professional engineer as Engineer of Work for this project, and hereby directs said firm to prepare the report containing the matters required by Sections 2961(b) and 10204 of the Code, as supplemented by Section 4 of Article XIID of the California Constitution.

Section 4. The proposed boundary map of the Assessment District is hereby approved and adopted. Pursuant to Section 3111 of the Code, the Secretary of the Authority is directed to file a copy of the map in the office of the County Recorder of the [County of _____] within fifteen (15) days of the adoption of this resolution.

Section 5. The Commission determines that the cost of financing the Improvements and/or the payment of the Improvement Fees shall be specially assessed against the lots, pieces or parcels of land within the Assessment District benefiting from the financing of the Improvements and/or the payment of the Improvement Fees. The Commission intends to levy a special assessment upon such lots, pieces or parcels in accordance with the special benefit to be received by each such lot, piece or parcel of land, respectively, from the financing of the Improvements and/or the payment of the Improvement Fees.

Section 6. The Commission intends, pursuant to subparagraph (f) of Section 10204 of the Code, to provide for an annual assessment upon each of the parcels of land in the proposed Assessment District to pay various costs and expenses incurred from time to time by the Authority and not otherwise reimbursed to the Authority which result from the administration and collection of assessment installments or from the administration or registration of the improvement bonds and the various funds and accounts pertaining thereto.

Section 7. Bonds representing unpaid assessments, and bearing interest at a rate not to exceed twelve percent (12%) per annum, will be issued in the manner provided by the Improvement Bond Act of 1915 (Division 10 of the Code), and the last installment of the bonds shall mature not to exceed twenty-nine (29) years from the second day of September next succeeding twelve (12) months from their date.

Section 8. The procedure for the collection of assessments and advance retirement of bonds under the Improvement Bond Act of 1915 shall be as provided in Part 11.1 thereof.

Section 9. Neither the Authority nor any member agency thereof will obligate itself to advance available funds from its or their own funds or otherwise to cure any deficiency which may occur in the bond redemption fund. A determination not to obligate itself shall not prevent the Authority or any such member agency from, in its sole discretion, so advancing funds.

Section 10. The amount of any surplus remaining in the improvement fund after acquisition of the Improvements and/or payment of Improvement Fees and all other claims shall be distributed in accordance with the provisions of Section 10427.1 of the Code.

Section 11. To the extent any Improvement Fees are paid to the Authority in cash with respect to property within the proposed Assessment District prior to the date of issuance of the bonds, the amounts so paid shall be reimbursed from the proceeds of the bonds to the property owner or developer that made the payment.

PASSED AND ADOPTED by the California Statewide Communities Development Authority this ___ day of _____, 20__.

I, the undersigned, an Authorized Signatory of the California Statewide Communities Development Authority, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the Commission of the Authority at a duly called meeting of the Commission of the Authority held in accordance with law on _____, 20__.

By _____
Authorized Signatory
California Statewide Communities
Development Authority

EXHIBIT A TO THE RESOLUTION OF INTENTION

DESCRIPTION OF WORK

The payment of development impact fees, capacity fees and/or other development related charges levied within the Assessment District and/or public capital improvements to be acquired and owned by the [City/County of ___] or another local agency upon or for the benefit of parcels within the Assessment District, for the project known as [Project Name], which are authorized to be financed pursuant to the Municipal Improvement Act of 1913 and as to which the owners of the applicable parcels within the Assessment District have applied for participation in SCIP, as more particularly described below.

PAYMENT OF IMPACT FEES, CAPACITY FEES AND/OR OTHER DEVELOPMENT
RELATED CHARGES

CAPITAL IMPROVEMENTS*

**Capital improvements includes funding for incidental costs associated with the capital improvements, including but not limited to, contingency, design, engineering, and construction management*

[End of Form of Resolution of Intention]

EXHIBIT B TO THE RESOLUTION
FORM OF ACQUISITION AGREEMENT

CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY
STATEWIDE COMMUNITY INFRASTRUCTURE PROGRAM

ACQUISITION AGREEMENT

BY AND BETWEEN
SUNNYSLOPE COUNTY WATER DISTRICT
AND
[DEVELOPER]

Dated as of _____, 20__

ACQUISITION AGREEMENT

Recitals

A. The parties to this Acquisition Agreement (the “Agreement”) are the SUNNYSLOPE COUNTY WATER DISTRICT, (the “Local Agency”), and [DEVELOPER], a [indicate type of legal entity] (the “Developer”).

B. The effective date of this Agreement is _____, 20__.

C. The Developer has applied for the financing of, among other things, certain public capital improvements to be owned by the Local Agency (collectively, the “Acquisition Improvements”) through the California Statewide Communities Development Authority (the “Authority”) and its Statewide Community Infrastructure Program (“SCIP”). [For CFDS:][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through a community facilities district which will be administered by the Authority under and pursuant to the Mello-Roos Community Facilities Act of 1982 – California Government Code Sections 53311 and following (the “Act”). On [____], 20[], the Local Agency entered into a Joint Community Facilities Agreement authorizing the Authority to form a community facilities district (the “District”) within the territorial limits of the Local Agency to finance, among other things, the Acquisition Improvements. On [____], 20[], the Authority formed the District and, on the same date, a landowner election was conducted in which all of the votes were cast unanimously in favor of conferring the District authority on the Authority Commission.] [For Assessment Districts:][The Acquisition Improvements are to be owned and operated by the Local Agency, and the financing is to be accomplished through an assessment district (the “District”) which will be administered by the Authority under and pursuant to Municipal Improvement Act of 1913 (Streets and Highways Code Sections 10000 and following) (the “1913 Act”) and the issuance of improvement bonds (the “Local Obligations”) under the Improvement Bond Act of 1915 (Streets and Highways Code Sections 8500 and following) (the “1915 Act” and, together with the “1913 Act” the “Act”).]

D. The administration, payment and reimbursement of the capital facilities fees is agreed to be governed by the provisions of the SCIP Manual of Procedures as it may be amended from time to time. The administration, payment and reimbursement of the Acquisition Improvements shall be as provided herein.

E. Under SCIP, the Authority intends to levy [assessments] [special taxes] and issue bonds, in one or more series, to fund, among other things, all or a portion of the costs of the Acquisition Improvements. The portion of the proceeds of the [special taxes and] bonds allocable to the cost of the Acquisition Improvements, together with interest earned thereon, is referred to herein as the “Available Amount”.

F. The Authority will provide financing for the acquisition by the Local Agency of the Acquisition Improvements and the payment of the Acquisition Price (as defined herein) of the Acquisition Improvements from the Available Amount. Attached hereto as Exhibit A is a description of the Acquisition Improvements, which includes authorized discrete and usable portions, if any, of the public capital improvements, [pursuant to Section 53313.51 of the Act,] to

be acquired from the Developer.

G. The parties anticipate that, upon completion of the Acquisition Improvements and subject to the terms and conditions of this Agreement, the Local Agency will acquire such completed Acquisition Improvements with the Available Amount.

H. Any and all monetary obligations of the Local Agency arising out of this Agreement are the special and limited obligations of the Local Agency payable only from the Available Amount, and no other funds whatsoever of the Local Agency shall be obligated therefor.

I. Attached to this Agreement are Exhibit A (*Acquisition Improvements and the Eligible Portions thereof*) and Exhibit B (*Form of Requisition*), which are incorporated into this Agreement for all purposes.

In consideration of Recitals A through I, inclusive, and the mutual covenants, undertakings and obligations set forth below, the Local Agency and the Developer agree as stated below.

Agreement

ARTICLE I

DEFINITIONS; DISTRICT FORMATION AND FINANCING PLAN

Section 1.01. Definitions. As used herein, the following capitalized terms shall have the meanings ascribed to them below:

“Acceptable Title” means free and clear of all monetary liens, encumbrances, assessments, whether any such item is recorded or unrecorded, and taxes, except those items which are reasonably determined by the Local Agency Engineer not to interfere with the intended use and therefore are not required to be cleared from the title.

“Acquisition and Construction Fund” means the “Sunnyslope County Water District Acquisition and Construction Fund” established by the Authority pursuant to Section 1.03 hereof for the purpose of paying the Acquisition Price of the Acquisition Improvements and which fund may be held as a subaccount within a fund established under the Authority Trust Agreement and may be commingled with acquisition and construction fund monies available for other public capital improvements.

“Acquisition Improvement” shall have the meaning assigned to such term in the recitals and are further described in Exhibit A.

“Acquisition Price” means the total amount eligible to be paid to the Developer upon acquisition of an Acquisition Improvement as provided in Section 2.03 not to exceed the Actual Cost of the Acquisition Improvement.

“Act” has the meaning ascribed thereto in Recital C.

“Actual Cost” means the total cost of an Acquisition Improvement, as documented by the Developer to the satisfaction of the Local Agency and as certified by the Local Agency Engineer in an Actual Cost Certificate including, without limitation, (a) the Developer’s cost of constructing such Acquisition Improvement including grading, labor, material and equipment costs, (b) the Developer’s cost of designing and engineering the Acquisition Improvement, preparing the plans and specifications and bid documents for such Acquisition Improvement, and the costs of inspection, materials testing and construction staking for such Acquisition Improvement, (c) the Developer’s cost of any performance, payment and maintenance bonds and insurance, including title insurance, required hereby for such Acquisition Improvement, (d) the Developer’s cost of any real property or interest therein that is either necessary for the construction of such Acquisition Improvement (e.g., temporary construction easements, haul roads, etc.), or is required to be conveyed with such Acquisition Improvement in order to convey Acceptable Title thereto to the Local Agency or its designee, (e) the Developer’s cost of environmental evaluation or mitigation required for such Acquisition Improvement, (f) the amount of any fees actually paid by the Developer to governmental agencies in order to obtain permits, licenses or other necessary governmental approvals and reviews for such Acquisition Improvement, (g) the Developer’s cost for construction and project management, administration and supervision services for such Acquisition Improvement, (h) the Developer’s cost for professional services related to such Acquisition Improvement, including engineering, accounting, legal, financial, appraisal and similar professional services, and (i) the costs of construction financing incurred by the Developer with respect to such Acquisition Improvement.

“Actual Cost Certificate” means a certificate prepared by the Developer detailing the Actual Cost of an Acquisition Improvement, or an Eligible Portion thereof, to be acquired hereunder, as may be revised by the Local Agency Engineer pursuant to Section 2.03.

“Agreement” means this Acquisition Agreement, dated as of [_____], 20[___].

“Authority” means the California Statewide Communities Development Authority.

“Authority Trust Agreement” means a Trust Agreement entered into by the Authority and an Authority Trustee in connection with the issuance of bonds.

“Authority Trustee” means the financial institution identified as trustee in an Authority Trust Agreement.

“Available Amount” shall have the meaning assigned to the term in Recital E.

“Bonds” means bonds or other indebtedness issued by the Authority as tax-exempt or taxable bonds or other indebtedness, in one or more series, that is to be repaid by the District.

“Code” means the Streets and Highways Code or the Government Code of the State of California, as applicable.

“Developer” means [*Developer*], its successors and assigns.

“Disbursement Request Form” means a requisition for payment of funds from the Acquisition and Construction Fund for an Acquisition Improvement, or an Eligible Portion thereof

in substantially the form contained in Exhibit B hereto.

“District” shall have the meaning assigned to the term in Recital C.

“Eligible Portion” shall have the meaning ascribed to it in Section 2.03 below.

“Installment Payment” means an amount equal to ninety percent (90%) of the Actual Cost of an Eligible Portion.

“Local Agency” means the Sunnyslope County Water District.

“Local Agency Engineer” means the Engineer of the Local Agency or his/her designee who will be responsible for administering the acquisition of the Acquisition Improvements hereunder.

“Project” means the Developer’s development of the property in the District, including the design and construction of the Acquisition Improvements and the other public and private improvements to be constructed by the Developer within the District.

[“Special Taxes” means annual special taxes, and prepayments thereof, authorized by the District to be levied by the Commission of the Authority.]

“Title Documents” means, for each Acquisition Improvement acquired hereunder, a grant deed or similar instrument necessary to transfer title to any real property or interests therein (including easements), or an irrevocable offer of dedication of such real property with interests therein necessary to the operation, maintenance, rehabilitation and improvement by the Local Agency of the Acquisition Improvement (including, if necessary, easements for ingress and egress) and a bill of sale or similar instrument evidencing transfer of title to the Acquisition Improvement (other than said real property interests) to the Local Agency, where applicable.

Section 1.02. Participation in SCIP. The Local Agency has adopted a resolution authorizing the Authority to accept applications from time to time of developers within the Local Agency’s jurisdictional boundaries. Developer has applied for financing through SCIP of the Acquisition Improvements, and such application has been approved by the Local Agency. [*For CFDs:*][The terms of a joint community facilities agreement identifying the Acquisition Improvements and the terms and conditions for the District were embodied within the Local Agency Resolution and were accepted by the Authority with respect to the District.] Developer and Local Agency agree that until and unless such financing is completed by the Authority and the Available Amount is deposited in the Acquisition and Construction Fund (as defined in Section 1.03 below), neither the Developer nor the Local Agency shall have any obligations under this Agreement. Developer agrees to cooperate with the Local Agency and the Authority in the completion of SCIP financing for the Acquisition Improvements.

Section 1.03. Deposit and Use of Available Amount.

(a) Upon completion of the SCIP financing, the Available Amount will be deposited by the Authority in the Acquisition and Construction Fund.

(b) The Authority will cause the Authority Trustee to establish and maintain an account (the “Acquisition and Construction Fund”) for the purpose of holding all funds for the Acquisition Improvements. All earnings on amounts in the Acquisition and Construction Fund shall remain in the Acquisition and Construction Fund for use as provided herein and pursuant to the Authority Trust Agreement. Money in the Acquisition and Construction Fund shall be available to respond to delivery of a Disbursement Request Form and to be paid to the Developer or its designee to pay the Acquisition Price of the Acquisition Improvements, as specified in Article II hereof. Upon completion of all of the Acquisition Improvements and the payment of all costs thereof, any remaining funds in the Acquisition and Construction Fund (less any amount determined by the Local Agency as necessary to reserve for claims against the account) (i) shall be applied to pay the costs of any additional Acquisition Improvements eligible for acquisition with respect to the Project as approved by the Authority and, to the extent not so used, (ii) shall be applied by the Authority [to call Bonds or to reduce Special Taxes as the Authority shall determine][as provided in Section 10427.1 of the Code to pay a portion of the assessments levied on the Project property in the District].

Section 1.04. No Local Agency Liability; Local Agency Discretion; No Effect on Other Agreements. In no event shall any actual or alleged act by the Local Agency or any actual or alleged omission or failure to act by the Local Agency with respect to SCIP subject the Local Agency to monetary liability therefor. Further, nothing in this Agreement shall be construed as affecting the Developer’s or the Local Agency’s duty to perform their respective obligations under any other agreements, public improvement standards, land use regulations or subdivision requirements related to the Project, which obligations are and shall remain independent of the Developer’s and the Local Agency’s rights and obligations under this Agreement.

ARTICLE II

DESIGN, CONSTRUCTION AND ACQUISITION OF ACQUISITION IMPROVEMENTS

Section 2.01. Letting and Administering Design Contracts. The parties presently anticipate that the Developer has awarded and administered or will award and administer engineering design contracts for the Acquisition Improvements to be acquired from Developer. All eligible expenditures of the Developer for design engineering and related costs in connection with the Acquisition Improvements (whether as an advance to the Local Agency or directly to the design consultant) shall be reimbursed at the time of acquisition of such Acquisition Improvements. The Developer shall be entitled to reimbursement for any design costs of the Acquisition Improvements only out of the Acquisition Price as provided in Section 2.03 and shall not be entitled to any payment for design costs independent of or prior to the acquisition of Acquisition Improvements.

Section 2.02. Letting and Administration of Construction Contracts; Indemnification. State law requires that all Acquisition Improvements not completed prior to the formation of the District shall be constructed as if they were constructed under the direction and supervision, or under the authority, of the Local Agency. In order to assure compliance with those provisions, except for any contracts entered into prior to the date hereof, Developer agrees to comply with any applicable requirements of the Local Agency with respect to the bidding and

contracting for the construction of the Acquisition Improvements. The Developer agrees that all the contracts shall call for payment of prevailing wages as required by the Labor Code of the State of California. The Developer's indemnification obligation set forth in Section 3.01 of this Agreement shall also apply to any alleged failure to comply with the requirements of this Section, and/or applicable State laws regarding public contracting and prevailing wages.

Section 2.03. Sale of Acquisition Improvements. The Developer agrees to sell to the Local Agency each Acquisition Improvement to be constructed by Developer (including any rights-of-way or other easements necessary for the Acquisition Improvements, to the extent not already publicly owned), when the Acquisition Improvement has been constructed and is complete to the satisfaction of the Local Agency for an amount not to exceed the lesser of (i) the Available Amount or (ii) the Actual Cost of the Acquisition Improvement. Exhibit A, attached hereto and incorporated herein, contains a list of the Acquisition Improvements. Portions of an Acquisition Improvement eligible for Installment Payments prior to completion of the entire Acquisition Improvement are described as eligible, discrete and usable portions in Exhibit A (each, an "Eligible Portion"). At the time of completion of each Acquisition Improvement, or Eligible Portion thereof, the Developer shall deliver to the Local Agency Engineer a written request for acquisition, accompanied by an Actual Cost Certificate, and by executed Title Documents for the transfer of the Acquisition Improvement where necessary. In the event that the Local Agency Engineer finds that the supporting paperwork submitted by the Developer fails to demonstrate the required relationship between the subject Actual Cost and eligible work, the Local Agency Engineer shall advise the Developer that the determination of the Actual Cost (or the ineligible portion thereof) has been disallowed and shall request further documentation from the Developer. If the further documentation is still not adequate, the Local Agency Engineer may revise the Actual Cost Certificate to delete any disallowed items and the determination shall be final and conclusive.

Certain soft costs for the Acquisition Improvements, such as civil engineering, may have been incurred pursuant to single contracts that include work relating also to the private portions of the Project. In those instances, the total costs under such contracts will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. Where a specific contract has been awarded for design or engineering work relating solely to an Acquisition Improvement, one hundred percent (100%) of the costs under the contract will be allocated to that Acquisition Improvement. Amounts allocated to an Acquisition Improvement will be further allocated among the Eligible Portions of that Acquisition Improvement, if any, in the same proportion as the amount to be reimbursed for hard costs for each Eligible Portion bears to the amount to be reimbursed for hard costs for the entire Acquisition Improvement. Costs will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer. The costs of certain environmental mitigation required to mitigate impacts of the public and private portions of the Project will be allocated to each Acquisition Improvement as approved by the Local Agency Engineer.

In the event that the Actual Cost is in excess of the Available Amount, the Local Agency shall withdraw the Available Amount from the Acquisition and Construction Fund and transfer said amount to the Developer. In the event that the Actual Cost is less than the Available Amount, the Local Agency shall withdraw an amount from the Acquisition and Construction Fund equal to the Actual Cost, and shall transfer said amount to the Developer. Any amounts then remaining in the Acquisition and Construction Fund shall be applied as provided in Section 1.03.

In no event shall the Local Agency be required to pay the Developer more than the amount on deposit in the Acquisition and Construction Fund at the time such payment is requested.

Section 2.04. Conditions Precedent to Payment of Acquisition Price. Payment to the Developer or its designee of the Acquisition Price for an Acquisition Improvement from the Acquisition and Construction Fund shall in every case be conditioned first upon the determination of the Local Agency Engineer, pursuant to Section 2.03, that the Acquisition Improvement satisfies all Local Agency regulations and ordinances and is otherwise complete and ready for acceptance by the Local Agency, and shall be further conditioned upon satisfaction of the following additional conditions precedent:

(a) The Developer shall have provided the Local Agency with lien releases or other similar documentation satisfactory to the Local Agency Engineer as evidence that none of the property (including any rights-of-way or other easements necessary for the operation and maintenance of the Acquisition Improvement, to the extent not already publicly owned) comprising the Acquisition Improvement, and the property which is subject to the [assessments/Special Taxes] of the District, is not subject to any prospective mechanics lien claim respecting the Acquisition Improvements.

(b) All due and payable property taxes, and installments of [assessments/Special Taxes] shall be current on property owned by the Developer or under option to the Developer that is subject to the lien of the District.

(c) The Developer shall certify that it is not in default with respect to any loan secured by any interest in the Project.

(d) The Developer shall have provided the Local Agency with Title Documents needed to provide the Local Agency with title to the site, right-of-way, or easement upon which the subject Acquisition Improvements are situated. All such Title Documents shall be in a form acceptable to the Local Agency (or applicable governmental agency) and shall convey Acceptable Title. The Developer shall provide a policy of title insurance as of the date of transfer in a form acceptable to the Local Agency Engineer insuring the Local Agency as to the interests acquired in connection with the acquisition of any interest for which such a policy of title insurance is not required by another agreement between the Local Agency and the Developer. Each title insurance policy required hereunder shall be in the amount equal to or greater than the Acquisition Price.

Section 2.05. SCIP Requisition. Upon a determination by the Local Agency Engineer to pay the Acquisition Price of the Acquisition Improvements pursuant to Section 2.04, the Local Agency Engineer shall cause a SCIP Requisition to be submitted to the Program Administrator. The Program Administrator will review the SCIP Requisition and forward it with instructions to the Authority Trustee and the Authority Trustee shall make payment directly to the Developer of such amount pursuant to the Authority Trust Agreement. The Local Agency and the Developer acknowledge and agree that the Authority Trustee shall make payment strictly in accordance with the SCIP Requisition and shall not be required to determine whether or not the Acquisition Improvements have been completed or what the Actual Costs may be with respect to such Acquisition Improvements. The Authority Trustee shall be entitled to rely on the SCIP Requisition on its face without any further duty of investigation.

ARTICLE III

MISCELLANEOUS

Section 3.01. Indemnification and Hold Harmless. The Developer hereby assumes the defense of, and indemnifies and saves harmless the Local Agency, the Authority, and each of its respective officers, directors, employees and agents, from and against all actions, damages, claims, losses or expenses of every type and description to which they may be subjected or put, by reason of, or resulting from or alleged to have resulted from the acts or omissions of the Developer or its agents and employees in the performance of this Agreement, or arising out of any contract for the design, engineering and construction of the Acquisition Improvements or arising out of any alleged misstatements of fact or alleged omission of a material fact made by the Developer, its officers, directors, employees or agents to the Authority's underwriter, financial advisor, appraiser, district engineer or bond counsel or regarding the Developer, its proposed developments, its property ownership and its contractual arrangements contained in the official statement relating to the SCIP financing (provided that the Developer shall have been furnished a copy of such official statement and shall not have objected thereto); and provided, further, that nothing in this Section 3.01 shall limit in any manner the Local Agency's rights against any of the Developer's architects, engineers, contractors or other consultants. Except as set forth in this Section 3.01, no provision of this Agreement shall in any way limit the extent of the responsibility of the Developer for payment of damages resulting from the operations of the Developer, its agents and employees. Nothing in this Section 3.01 shall be understood or construed to mean that the Developer agrees to indemnify the Local Agency, the Authority or any of its respective officers, directors, employees or agents, for any negligent or wrongful acts or omissions to act of the Local Agency, Authority, its officers, employees, agents or any consultants or contractors.

Section 3.02. Audit. The Local Agency shall have the right, during normal business hours and upon the giving of ten days' written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer (for which the Developer seeks reimbursement) in constructing the Acquisition Improvements.

Section 3.03. Cooperation. The Local Agency and the Developer agree to cooperate with respect to the completion of the SCIP financing for the Acquisition Improvements. The Local Agency and the Developer agree to meet in good faith to resolve any differences on future matters which are not specifically covered by this Agreement.

Section 3.04. General Standard of Reasonableness. Any provision of this Agreement which requires the consent, approval or acceptance of either party hereto or any of their respective employees, officers or agents shall be deemed to require that such consent, approval or acceptance not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard. The foregoing provision shall not apply to provisions in the Agreement which provide for decisions to be in the sole discretion of the party making the decision.

Section 3.05. Third Party Beneficiaries. The Authority and its officers, employees, agents or any consultants or contractors are expressly deemed third party beneficiaries of this Agreement with respect to the provisions of Section 3.01. It is expressly agreed that, except for the Authority with respect to the provisions of Section 3.01, there are no third party

beneficiaries of this Agreement, including without limitation any owners of bonds, any of the Local Agency's or the Developer's contractors for the Acquisition Improvements and any of the Local Agency's, the Authority's or the Developer's agents and employees.

Section 3.06. Conflict with Other Agreements. Nothing contained herein shall be construed as releasing the Developer or the Local Agency from any condition of development or requirement imposed by any other agreement between the Local Agency and the Developer, and, in the event of a conflicting provision, such other agreement shall prevail unless such conflicting provision is specifically waived or modified in writing by the Local Agency and the Developer.

Section 3.07. Notices. All invoices for payment, reports, other communication and notices relating to this Agreement shall be delivered (via mail or electronic mail) to:

If to the Local Agency:

Sunnyslope County Water District
[Address to come]
[Email to come]

If to the Developer:

[Developer]
[Address to come]
[Email to come]

Either party may change its address by giving notice in writing to the other party.

Section 3.08. Severability. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

Section 3.09. Governing Law. This Agreement and any dispute arising hereunder shall be governed by and interpreted in accordance with the laws of the State of California.

Section 3.10. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Agreement.

Section 3.11. Singular and Plural; Gender. As used herein, the singular of any word includes the plural, and terms in the masculine gender shall include the feminine.

Section 3.12. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

Section 3.13. Successors and Assigns. This Agreement is binding upon the heirs, assigns and successors-in-interest of the parties hereto. The Developer may not assign its rights or obligations hereunder, except to successors-in-interest to the property within the District, without the prior written consent of the Local Agency.

Section 3.14. Remedies in General. It is acknowledged by the parties that the Local Agency would not have entered into this Agreement if it were to be liable in damages under or with respect to this Agreement or the application thereof, other than for the payment to the Developer of any (i) moneys owing to the Developer hereunder, or (ii) moneys paid by the Developer pursuant to the provisions hereof which are misappropriated or improperly obtained, withheld or applied by the Local Agency.

In general, each of the parties hereto may pursue any remedy at law or equity available for the breach of any provision of this Agreement, except that the Local Agency shall not be liable in damages to the Developer, or to any assignee or transferee of the Developer other than for the payments to the Developer specified in the preceding paragraph. Subject to the foregoing, the Developer covenants not to sue for or claim any damages for any alleged breach of, or dispute which arises out of, this Agreement.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written above.

SUNNYSLOPE COUNTY WATER
DISTRICT

By: _____
Authorized Officer

[DEVELOPER],
a [here indicate type of legal entity]

By: _____
Signature

Print Name

Exhibit A to the Acquisition Agreement

DESCRIPTION OF ACQUISITION IMPROVEMENTS AND BUDGETED AMOUNTS

[To be completed based on Final Engineer’s Report/developer’s budget and cash flows]

Funding includes amounts for incidental costs associated with the capital improvements, including, but not limited to, contingency, design, engineering, and construction management.

<u>ACQUISITION IMPROVEMENTS</u>	<u>TOTAL AMOUNT*</u>
<input type="checkbox"/>	\$ <input type="checkbox"/>
<input type="checkbox"/>	\$ <input type="checkbox"/>

* Estimated. Acquisition Price will be determined based on Actual Cost as further described in this Acquisition Agreement.

Exhibit B to the Acquisition Agreement

FORM OF SCIP REQUISITION

To: BLX Group LLC
SCIP Program Administrator
355 South Grand Avenue, Suite 2700
Los Angeles, California 90071
Attention: Vo Nguyen
Fax: 213-612-2499

Re: Statewide Community Infrastructure Program

The undersigned, a duly authorized officer of the SUNNYSLOPE COUNTY WATER DISTRICT hereby requests a withdrawal from the [DEVELOPER] ACQUISITION AND CONSTRUCTION FUND, as follows:

Request Date: [Insert Date of Request]

Name of Developer: [Developer]

Withdrawal Amount: [Insert Acquisition Price]

Acquisition Improvements: [Insert Description of Acquisition Improvement(s) from Ex. A]

Payment Instructions: [Insert Wire Instructions or Payment Address for Developer]

The undersigned hereby certifies as follows:

1. The Withdrawal is being made in accordance with a permitted use of such monies pursuant to the Acquisition Agreement, and the Withdrawal is not being made for the purpose of reinvestment.
2. None of the items for which payment is requested have been reimbursed previously from other sources of funds.
3. If the Withdrawal Amount is greater than the funds held in the Acquisition and Construction Fund, the SCIP Program Administrator is authorized to amend the amount requested to be equal to the amount of such funds.

SUNNYSLOPE COUNTY WATER DISTRICT

By: _____

Title: _____

EXHIBIT C TO THE RESOLUTION

ELIGIBLE FACILITIES AND FEES

Eligible facilities and fees that may be financed by a CFD formed by CSCDA through SCIP include all improvements and fees authorized under the Mello-Roos Act, including but not limited to the following:

Transportation Improvements

Eligible roadway improvements include, but are not limited to: acquisition of land and easements; roadway design; project management; bridge crossings and culverts; clearing, grubbing, and demolition; grading, soil import/export, paving (including slurry seal), and decorative/enhanced pavement concrete and/or pavers; joint trenches, underground utilities and undergrounding of existing utilities; dry utilities and appurtenances; curbs, gutters, sidewalks, bike trails (including onsite and off-site), enhanced fencing, and access ramps; street lights, signalization, and traffic signal control systems; bus turnouts; signs and striping; erosion control; median and parkway landscaping and irrigation; entry monumentation; bus shelters, bus and transit improvements including transfer stations and regional public transit improvements; masonry walls; traffic control and agency fees; and other improvements related thereto. Eligible improvements for the roads listed herein also include any and all necessary underground potable and recycled water, sanitary sewer, and storm drainage system improvements.

Water System Improvements

Authorized facilities include any and all water facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: water storage, treatment and distribution facilities including waterlines and appurtenances, gate valves, pressure reducing stations, flow meters, fire hydrants, and other improvements related thereto such as site clearing, grading and paving; curbs and gutters; booster pump stations & power; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Recycled Water System Improvements

Authorized facilities include any and all recycled water system facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: treatment and distribution facilities including pipelines and appurtenances, gate valves, flow meters, booster pump pressurization system, and other improvements related thereto - such as site clearing, grading and paving; curbs and gutters; booster pump stations; stand-by generators; site lighting, drainage, sanitary sewer, and water service; landscaping and irrigation; access gates, and fencing; and striping and signage.

Drainage System Improvements

Authorized facilities include any and all drainage and storm drain improvements designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: excavation and grading, pipelines and appurtenances, outfalls and water quality measures, detention/retention basins, drainage pretreatment facilities, drainage ways/channels, pump stations, landscaping and irrigation; access roads, gates, and fencing; and striping and signage and

other improvements related thereto.

Wastewater System Improvements

Authorized facilities include any and all wastewater facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to, pipelines and all appurtenances thereto; manholes; tie-in to existing main lines; force mains; lift stations; upgrades to existing lift stations; odor-control facilities; and permitting related thereto; and related sewer system improvements.

Park, Parkway and Open Space Improvements

Authorized facilities include any and all improvements to parks, parkways and open space required for development within the CFD. These facilities include, but may not be limited to: grading, turf, shrubs and trees, landscaping irrigation, site lighting, drainage, sanitary sewer and water service, pedestrian and bicycle trails, protective fencing (including soundwalls), pedestrian/bicycle bridges, storm drain crossings, wetland mitigation, hawk mitigation for authorized facilities herein, access gates and fencing and related open space improvements. Authorized facilities include acquisition of any and all parkland as well as open space/bike trail/public access easements required for development within the CFD.

Electrical System Improvements

Authorized facilities include any and all electrical supply and distribution facilities designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: design, distribution lines, vaults, conduit, trenching, transformers and installation of cabling.

School and Educational Facilities

Authorized facilities include classroom renovation, updates to school safety and security systems, technology improvements, energy efficiency improvements, school modernization and retrofitting, and new classroom and school construction as required for development within the CFD.

Other Public Improvements

Authorized facilities include any and all public facilities and infrastructure designed to meet the needs of development within the CFD. These facilities include, but may not be limited to: community center facilities, library facilities, police facilities, fire suppression and response facilities, other public safety facilities, corporation yards, municipal service centers, public parking garages, and other public buildings.

Fees and Charges

Authorized facilities include the direct funding of any of the above referenced facility types for which the Local Agency collects a development impact fee, capacity charge, fair share contribution, or other development-related fee.

Other Incidental Expenses and Bond Issuance Costs

In addition to the above facilities, other incidental expenses as authorized by the Mello-Roos Community Facilities Act of 1982, including, but not limited to, the cost of planning and designing the facilities (including the cost of environmental evaluation, remediation and mitigation); engineering and surveying; construction staking; utility relocation and demolition costs incidental to the construction of the public facilities; costs of project/construction management; costs (including the costs of legal services) associated with the formation of the CFD; issuance of bonds (if any); determination of the amount of taxes; collection of taxes; payment of taxes; costs of calculating and providing reimbursements from one-time special tax payments; or costs otherwise incurred in order to carry out the authorized purposes of the CFD; and any other expenses incidental to the formation and implementation of the CFD and to the construction, completion, inspection and acquisition of the authorized facilities.

EXHIBIT D TO THE RESOLUTION

ELIGIBLE SERVICES

Services to be funded, in whole or in part, by any CFD formed by the Authority for District Services shall include all direct and incidental costs related to providing for the funding of public safety services, including, but not limited to, police and fire safety, emergency response, and similar services, as well as the funding of services for the maintenance of public improvements. The CFDs may fund services relating to obtaining, constructing, furnishing, operating and maintaining equipment, apparatus or facilities related to providing the services and/or equipment, apparatus, facilities or fixtures in areas to be maintained, paying the salaries and benefits of personnel necessary or convenient to provide the services, payment of insurance costs and other related expenses and the provision of reserves for repairs and replacements and for the future provisions of services. The Services may be provided by the District directly with its own employees or by contract with third parties, or any combination thereof.

Services to be financed by a CFD shall be limited to Services that are in addition to those provided in the territory of the CFD prior to the date of creation of the CFD and shall not supplant services already available within that territory when the CFD is created.

CERTIFICATION OF RESOLUTION

I, the undersigned, the duly appointed and qualified Secretary of the Board of Directors of the Sunnyslope County Water District, do hereby certify that the foregoing Resolution No. _____ was duly adopted at a regular meeting of the Board of Directors of the Sunnyslope County Water District duly and regularly held at the regular meeting place thereof on the _____ day of _____, 20____, of which meeting all of the members of said Board had due notice and at which a majority thereof were present.

An agenda of said meeting was posted at least 72 hours before said meeting at _____, a location freely accessible to members of the public, and a brief description of said resolution appeared on said agenda.

Notice of public was published in [*name of newspaper*] at least 5 days prior to the hearing.

I have carefully compared the foregoing with the original minutes of said meeting on file and of record in my office, and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

Dated: _____, 20____

Board Secretary



By: _____

Staff Report

Agenda Item: I-3

DATE: March 12, 2025 (March 25, 2025 Meeting)

TO: Board of Directors

FROM: Rob Hillebrecht, Principal Engineer

SUBJECT: Authorize The General Manager To Enter Into A Contract With Calcon Systems Not To Exceed \$184,850 To Perform Instrumentation, PLC, & SCADA Upgrades Associated With The Best Road Mutual Water Consolidation Project (Categorically Exempt from CEQA per Article 20, Section 15301.b).

RECOMMENDATION:

Staff recommend that the Board authorize the General Manager to enter into a contract with Calcon Systems not to exceed \$184,850 to perform instrumentation, PLC, & SCADA upgrades associated with the Best Road Mutual Water Consolidation Project.

BACKGROUND:

The Best Road Mutual Water Consolidation Project requires that new upgrades be made to the instrumentation, PLCs, and Sunnyslope SCADA system at three key facilities in order to effectively operate the consolidated water system. This work is highly specialized and requires a thorough understanding of Sunnyslope's current SCADA system. This work was therefore excluded from the Best Road Mutual Consolidation Project that was awarded to Specialty Construction Inc. (SCI) in favor of Sunnyslope directly contracting the work with our preferred SCADA specialist. Calcon has worked extensively with Sunnyslope and has intimate understanding of our SCADA hardware and software along with its application by Operations staff.

The work includes integrating new instrumentation into the existing PLC at Well #5, installing a new PLC and radio communication at the Foxhill Tank, and installing a new PLC and radio communication at the Union Road Pressure Reducing Valve station. These upgrades must be performed in coordination with the work by SCI and completed by June 2025. There will be significant coordination with District staff during to integrate the new equipment and controls into the current SCADA with operational changes to Well 5, the Ridgemark Zone, and the new Foxhill Zone. There will be testing of the new controls, alarms, instruments, and HMI screens.

The District standard services contract shall be used as the instrument to contract services.

FISCAL IMPACT:

The fiscal impact of this contract is 184,850 which shall be paid from the Water Capacity Fee fund. The cost of these SCADA improvements shall be applied as matching funds for the Best Road Consolidation Grant as the project was originally contemplated as a project in the District Capital Improvement Plan and this work benefits all District customers along with Best Road.

ENVIRONMENTAL IMPACT:

The proposed action is categorically exempt from CEQA per Article 20, Section 15031.b as all improvements are located at and associated with existing facilities for utility service.

ATTACHED

1. Calcon Systems Service Quote



March 19, 2025

Sunnyslope County Water District
3570 Airline Hwy.
Hollister, CA 95023-9702

Attention: Drew Lander P.E., QSP/QSD, CCM
Subject: Best Road Mutual Consolidation
Electrical and SCADA Improvements

Mr. Lander,

Calcon Systems, Inc. is please to offer a quote for the Best Road Mutual Consolidation Electrical and SCADA Improvements project. The scope of work is as follows:

Project Description:

- Well #5 Electrical
 - Route stubbed conduit to existing PLC cabinet
 - pull wire, connect instrumentation, Terminate
 - Modify PLC cabinet to accommodate additional I/O
 - calibrate instrumentation
 - Start-Up and Test

Well #5 Electrical.....\$26,300.00

- Well #5 SCADA Control
 - Modify PLC Logic at Well #5
 - Modify Ridgemark Polling PLC to accommodate additional I/O
 - AutoCAD Drawings
 - Develop new SCADA Screens
 - HMI, Trends, alarms ect

Well #5 SCADA Control\$21,750.00

Continued...



Page 2

- Foxhill Tank Electrical
 - Purchase Build and install New PLC Control Panel
 - AutoCAD Drawings
 - Purchase and Install radio Telemetry System
 - Radio, lightning arrestor, antenna
 - Purchase and install Pressure level sensor
 - Start-Up and Test

Foxhill Tank Electrical\$42,350.00

- Foxhill SCADA Controls
 - Develop PLC Logic
 - Configure radio telemetry Communication
 - Modify Ridgemark Polling PLC to accommodate Foxhill PLC
 - Develop new SCADA Screens
 - HMI, Trends, alarms, etc.

Foxhill SCADA Controls\$22,800.00

- Union Road PRV Electrical
 - Install PG&E Meter in existing Pedestal
 - Purchase Build and install New PLC Control Panel
 - AutoCAD Drawings
 - Purchase and Install radio Telemetry System
 - Radio, lightning arrestor, antenna
 - Route stubbed conduit to PLC cabinet
 - pull wire, connect instrumentation, terminate
 - Start-Up and Test

Union Road PRV Electrical\$46,950.00

Continued...



Page 3

- Union Road PRV SCADA Controls
 - Develop PLC Logic
 - Configure radio telemetry Communication
 - Modify Ridgemark Polling PLC to accommodate Union Road PRV PLC
 - Develop new SCADA Screens
 - HMI, Trends, alarms, etc.

Union Road PRV SCADA Controls \$24,700.00

TOTAL PROJECT COST:..... \$184,850.00

The above quotation is based on information provided to Calcon Systems, Inc. by SunnySlope County Water District and is valid for 30 days. Calcon Systems, Inc. reserves the right to make alterations to price and terms if the description of work is altered in any form

If you have any questions or comments, please feel free to phone or E-mail. Thank you for your quotation request and I look forward to your response.

Best Regards,

Jim Dvorak

Jim Dvorak
Calcon Systems, Inc.
925-570-4116 Cell
jdvorak@calcon.com

Staff Report

Agenda Item: I-4

DATE: March 12, 2025 (March 25, 2025 Meeting)

TO: Board of Directors

FROM: Rob Hillebrecht, Principal Engineer

SUBJECT: Approve The Sewer System Management Plan Update 2025 (Not A Project Under CEQA Per Article 20, Section 15378).

RECOMMENDATION:

The Board of Directors review and approve the Sewer System Management Plan Update 2025.

BACKGROUND:

The California State Water Resource Control Board (SWRCB) requires under Order No. 2006-003 that all wastewater collection agencies develop, maintain, and implement a Sewer System Management Plan (SSMP). Sunnyslope's first SSMP was approved in 2007 and has since undergone multiple updates. The Board last approved the SSMP in April 2020 with the intention of updating and reapproving the plan every 5 years. The SSMP outlines the over-arching strategy for operating and maintaining the sewer collection system to minimize Sanitary Sewer Overflows (SSO's) to protect public health and limit environmental exposure to raw wastewater.

The main updates to the SSMP include:

- Revising the Wastewater Service Area Map to include Cielo Vista, Gavilan College, and the future Fairview Corners and Lee developments.
- Description of the Agreement with the City of Hollister for wastewater transmission and treatment in that expanded service area.
- Updating sewer system maps and descriptions to include new sewer collection infrastructure from the Promontory and Vista del Calabria developments, along with Cielo Vista, Gavilan, Fairview Corners and Lee.
- Description of Sunnyslope's plan to decommission the Oak Canyon Lift Station and operate the new Enterprise Lift Station.
- Intention to conduct a Spot Repair capital project to repair the minor issues identified by the CCTV inspection program.
- Description of how development of the Ridgemark Golf Course will be required to correct a known sewer pipe belly as a condition of their development
- Description of the possibility to replace or eliminate the Paullus Lift Station with the Ridgemark Golf Course development.

FISCAL IMPACT:

There is no fiscal impact directly associated with approving the Sewer System Management Plan, but it establishes the overall strategy for operating and maintaining the sewer collection system.

However, implementation of that strategy does include separate projects with fiscal impacts that must each be individually approved by the Board.

ENVIRONMENTAL IMPACT:

The proposed action is not a project under CEQA per Article 20, Section 15378.

ATTACHED

1. Sewer System Management Plan Update 2025 – Draft with tracked changes.

Sunnyslope County Water District

Sewer System Management Plan (SSMP)

20250



**Sunnyslope County
Water District**

Legally Responsible Official Certification

I certify under penalty of law that this Sewer System Management Plan and all referenced attachments herein incorporated were prepared under Sunnyslope County Water District direction or supervision. Qualified personnel have properly gathered and evaluated the all information submitted. Based on inquiries of the ~~persons~~people who manage the sewer system and are directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations. This document was presented to the Sunnyslope County Water District Board of Directors and approved on ~~March~~April 25th, 2025.

Drew A. Lander, General Manager
Legally Responsible Official

Date

Jose Rodriguez, Water/Wastewater Superintendent
Legally Responsible Official

Date

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Table of Contents

- Legally Responsible Official Certification 2
- Table of Contents..... 3
- Definitions and Abbreviations 5
- Introduction..... 6
- System Overview & Description 7
- Section I. Goals..... ~~109~~
- A. Regulations..... ~~109~~
- B. Best Management Practices (BMP) ~~109~~
- C. Employee Training..... ~~109~~
- D. CCTV Investigation ~~109~~
- E. CIP Projects..... ~~109~~
- F. Capacity..... ~~109~~
- G. Safety..... ~~109~~
- Section II. Organization ~~1140~~
- A. Board of Directors..... ~~1140~~
- B. General Manager..... ~~1140~~
- C. Associate Engineer..... ~~1140~~
- D. Water/Wastewater Superintendent..... ~~1140~~
- E. Operations/Maintenance Crew Chief..... ~~1140~~
- F. Water/Wastewater Utility Maintenance ~~1140~~
- G. Communication Chain and Duties ~~1244~~
- Section III. Legal Authority ~~1412~~
- A. Prevent Illicit Discharges ~~1412~~
- B. Public and Private Sewage Disposal ~~1412~~
- C. Proper Design and Construction ~~1412~~
- D. Limit Types of Discharges ~~1412~~
- E. Enforcement ~~1412~~
- Section IV. SSSMP Implementation and Maintenance Program ~~1513~~
- A. Standard Operating Procedures (SOPs) ~~1513~~
- B. Sewer System Maps ~~1513~~
- C. Record & Evaluate Information ~~1513~~
- D. Preventative Maintenance ~~1513~~
- E. Capital Improvement Plan..... ~~1614~~
- F. Training ~~1614~~
- G. Equipment Inventory..... ~~1614~~
- Section V. Design and Performance Provisions ~~1715~~
- A. Sewer Standard Details and Specifications ~~1715~~
- B. Development Plan Review, Approval, Inspection, & Acceptance ~~1715~~
- C. Sewer Lateral Repair Permits..... ~~1715~~
- Section VI. Overflow Emergency Response Plan (OERP) ~~1816~~
- A. Initial Notification ~~1816~~
- B. Primary Response..... ~~1816~~
- C. Written Reporting..... ~~1816~~
- D. Investigation ~~1816~~
- E. Evaluate Overall Response..... ~~1917~~

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- Section VII. Fats, Oils, and Greases (FOG) Control Program..... 2018
 - A. FOG Elimination at the Source 2018
 - B. FOG Hotspot Cleaning & Maintenance 2018
- Section VIII. System Evaluation and Capacity Assurance Plan..... 2119
 - A. Data Collection..... 2119
 - B. Maximum Capacity Analysis 2119
 - C. New Developments 2119
 - D. Capital Improvement Plan..... 2119
 - E. Flow Monitoring 2119
- Section IX. Monitoring, Measurement, and Program Modifications 2220
 - A. Information Collection 2220
 - B. Data Analysis 2220
 - C. Adapt and Modify Practices..... 2220
- Section X. Sanitary Sewer Management Plan Audits..... 2321
 - A. Annual Review 2321
 - B. Biennial Audit 2321
 - C. Five Year Update and Approval..... 2321
- Section XI. Communication Program..... 2422
 - A. Informing Employees 2422
 - B. Public Outreach 2422
 - 1. Board Meetings..... 2422
 - 2. Website Links..... 2422
 - 3. Bill Inserts..... 2422
 - 4. Direct Customer Communication..... 2422
- SSMP Update Log 2523

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Definitions and Abbreviations

BMP – Best Management Practices

CCTV – Closed Circuit Television

CIP – Capital Improvement Plan

CMMS – Computerized Maintenance Management System

FOG – Fats, Oils, and Greases

GIS – Geographic Information System

I&I – Infiltration and Inflow

NPDES – National Pollutant Discharge Elimination System

OERP – Overflow Emergency Response Plan

OES – Office of Emergency Services

PVC – Polyvinyl Chloride Plastic

PPE – Personal Protection Equipment

RWQCB – Regional Water Quality Control Board

SCADA – Supervisory Control and Data Acquisition

SOP – Standard Operating Procedures

SSCWD – Sunnyslope County Water District

SSMP – Sanitary Sewer Management Plan

SSO – Sanitary Sewer Overflow

SWRCB – California State Water Resources Control Board

VCP – Vitrified Clay Pipe

WDR – Waste Discharge Requirement

WWTP – Wastewater Treatment Plant

Introduction

The California State Water Resources ~~control~~-Control Board (SWRCB) approved order No. 2006-003, Statewide General Waste Discharge Requirements (WDR) for Wastewater Collection Agencies, in May 2006. This regulation requires that Sunnyslope County Water District (SSCWD) along with all other wastewater agencies develop, maintain, and implement a Sewer System Management Plan (SSMP) and submit specified monitoring and reporting of these measures to the SWRCB. The SSCWD Board of Directors approved the first SSMP on September 13, 2007. There have been regular reviews and updates of the plan to ensure that it remains up to date so as to incorporate and reflect any changes to the 11 key elements addressed in the SSMP.

The District has successfully operated its sewer collection system and continually strives to improve the reliability, affordability, and safety of sewer service for its customers. This document provides a summary of the core policies, processes, and practices which have enabled SSCWD accomplish this.

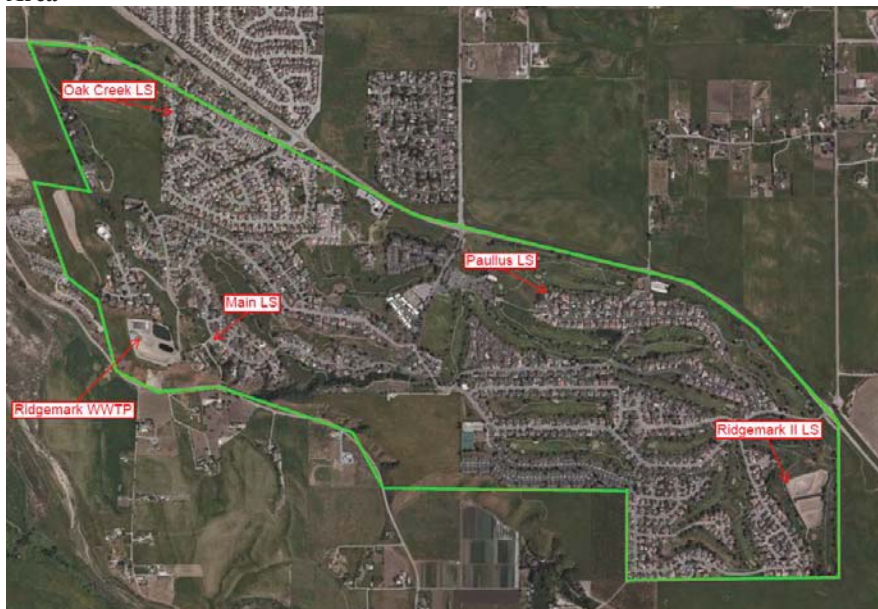
For more detailed information regarding specific items, bracketed and italicized references to other specific District documents are provided at the end of various sections which further address those subjects.

[State Water Resources Control Board – Waste Discharge Requirements]

System Overview & Description

Sunnyslope County Water District was incorporated on December 14th, 1954 to provide drinking water and fire protection water services to then unincorporated portions of San Benito County east of Hollister. With the construction of the Ridgemark country club in the 1970's, SSCWD agreed to provide sanitary sewer service for the development and some neighboring properties, as shown in the map below. The map below shows the Ridgemark Service Area.

Figure 1. Map of Sunnyslope County Water District Ridgemark -Wastewater Service Area



This sewer service area has developed such that SSCWD currently provides sewer service to approximately 4,000-400 people through about 1,240-335 residential homes in a 1.4 square mile area. This entire area is in the unincorporated portion of San Benito County, just southeast of Hollister. SSCWD also provides drinking water and fire protection water to all its wastewater customers along with about 56,000 other homes which receive sewer service from the City of Hollister or utilize septic systems.

The Sunnyslope Ridgemark sewer system is composed of approximately 20-15 miles of sewer mains, 315 manholes, 4 sewer lift stations, and the sequential batch reactor Ridgemark Wastewater Treatment Plant (WWTP). Approximately 10% of the gravity sewer mains are made of 6" or 8" vitrified clay pipe (VCP) installed in the early to mid-1970s. The remaining 90% is predominantly 8" polyvinyl chloride (PVC) plastic pipe

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from the 1980s through 1990s. Average wastewater flow to the Ridgemark WWTP is about ~~450~~165,000 gallons per day (GPD) with maximum daily flows of up to ~~495~~220,000 GPD. However this is well within the Ridgemark WWTP a treatment capacity of 350,000 GPD.

In 2023, SSCWD, as the wastewater collection provider, formally executed the Wastewater Services Agreement with the City of Hollister, the wastewater treatment provider. This binding contractual agreement which enableds SSCWD to extend sewer services to Gavilan Community College, Fairview Corners, Lands of Lee, and to consolidate the struggling Cielo Vista wastewater system, contingent upon LAFCO approval.

By April 2025, SSCWD integrated an additional 6,400 linear feet of gravity sewer mains, composed of 6" and 8" PVC installed in the late 1980s, along with 18 manholes from the existing infrastructure in Cielo Vista. Furthermore, 1,092 linear feet of new 8" PVC gravity sewer pipe and 8 manholes installed in the Fairview Corners subdivision were also incorporated into the system for Gavilan College. This upgradeservice area will ultimately provide wastewater treatment services to serve up to 267 additional residential homes envisioned to be built in the agreement area.

Figure 2. Map of SSCWD Expansion Service Area



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Due to the relatively young age of the sewer system and the ~~high quality~~high-quality materials it was constructed ~~from~~with along with SSCWD's proactive maintenance and cleaning practices, there have been very few Sanitary Sewer Overflows (SSO), sewer main breaks, or other issues. Additionally infiltration and inflow (I&I) during storm

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events does not cause a noticeable increase in flow, attesting to the good condition of the sewer collection system.

All four SSCWD sewer lift stations are equipped with the District's Supervisory Control and Data Acquisition (SCADA) system ~~allowing for~~ allowing operators to remotely monitor and control the status of these stations. Alarms programmed into the SCADA are active 24/7 and will alert operators of issues at key set points. Each station also has primary and backup submersible pumps in the wet wells to ensure that they can continue operation even if one pump is damaged. Two lift stations have permanent onsite backup power generators. The other two lift stations have adequate wet well storage to give staff sufficient time to respond and connect the District's portable generators to the lift stations. All lift stations have capacity store a minimum of one hour's worth of peak hour flow should there be a pump failure.

Sunnyslope intends to replace the Oak Canyon Lift Station with a newly constructed Enterprise Lift Station as part of the Vista del Calabria development. This new lift station is anticipated to become operational in late spring 2025. The Oak Canyon Lift Station will then be decommissioned with all flow going to it being diverted downstream to the new Enterprise Lift Station. This will reduce SSO's caused by breaks in the Oak Canyon Force Main.

A developer has proposed building new houses, commercial, and a hotel on portions of the old Ridgemark Golf Course. This development presents opportunities for addressing some longstanding issues with the collection system. Sunnyslope intends to require the developer to install new gravity sewer line from behind the Villa Pacheco townhomes through part of their new development to Marks Dr. This will eliminate a large belly section of pipe between the Villa Pacheco townhomes and Donald Dr. while also reducing the flows in portions of Donald and Marks Dr. that are near or over capacity. This development would also be required to replace the Paullus Lift Station with a new downstream lift station or with gravity sewer to Wild Oak Dr. where it would ultimately flow to the Enterprise Lift Station. By rerouting Paullus Lift Station, additional capacity would be available at the Ridgemark II Lift Station for the new homes they intend to construct. These projects may be five or more years in the future.

Section I. Goals

The primary goal of the SSMP is ~~primarily~~ to protect the health and safety of the public by preventing SSO occurrences and properly mitigating any SSO to a safe level. To realize this, SSCWD intends to meet the following goals:

A. Regulations

In order to comply with all state and federal regulations and requirements including NPDES and WDR, SSCWD will continue to ~~maintain~~ strive for zero occurrences of SSOs over the next five year period.

B. Best Management Practices (BMP)

Always employ BMPs in the planning, management, operation, and maintenance activities for the sewer collection system as shown through detailed SOPs, well documented decision-making, and accurate record keeping in the CMMS.

C. Employee Training

Provide effective and continuing employee training to ensure that all operations staff are competent and knowledgeable in the collection system maintenance and operation. This could include employee cross-training, obtaining of AWWA and CWEA certifications, attendance at industry conferences and events, or other opportunities.

D. CCTV Investigation

~~Initiate/Continue as~~ Closed Circuit Television (CCTV) investigation program ~~by 2021~~ which will have videoed the full collections system by 2024 to better evaluate the internal condition of the sewer main. The information from this investigation will be used to inform future CIPs for high risk portions of the collection system.

E. ~~CIP~~ Spot Repair and Capital Improvement Projects

~~Create a detailed Capital Improvement Plan (CIP) by 2022 to~~ Conduct spot repair projects to identify and address collection system deficiencies or opportunities to better maintain and improve system performance. SSCWD shall coordinate with potential developments to implement various ~~CIP~~ Capital Improvement ~~p~~Projects jointly to minimize cost and disruption to the sewer collection system.

F. Capacity

Continue to maintain sufficient capacity in the collection system to convey maximum anticipated peak wastewater flows effectively to the Ridgemark WWTP and assure that additional development within the sewer collection system does not exceed that capacity. Also SSCWD intends to continue monitoring I&I to insure that it does not exceed 20% of normal daily flows.

G. Safety

Maintain a record of zero work related injuries for the next 5 years through regular safety training, enforcement of safety protocols, identifying potential hazards, and addressing safety concerns in a timely manner to minimize risk of injury.

Section II. Organization

Sunnyslope County Water District has been organized to provide clear management direction and to minimize confusion or miscommunication, especially during emergencies. Management structure includes a chain of authority to effectively delegate responsibilities and assures a chain of accountability for work performance.

A. Board of Directors

SSCWD is governed by a five member Board of Directors directly elected by the constituents living within the District boundary in general elections. The Board provides general policy direction to the District and serves as the final governing authority.

B. General Manager

The General Manager (GM) has ultimate responsibility for all SSCWD operations and activities. The GM answers to the Board of Directors for administrative, managerial, and operational compliance and reporting in regards to external and internal regulations and policies. When appropriately licensed the GM also serves as the District Engineer.

C. Associate Principal Engineer

The Associate Principal Engineer is responsible for the planning, design, and inspection of new and existing facilities within the sewer collection system as well as managing the CIP to improve the system functionality and prevent SSOs or other emergencies. The Associate Principal Engineer may act as the District Engineer when appropriately licensed and the responsibility has been delegated by the GM.

D. Water/Wastewater Superintendent

The Water/Wastewater Superintendent is responsible for managing all field staff for all daily and emergency operation of the sewer collection system including recordkeeping and reporting as regulations require.

E. Operations/Maintenance Crew Chief

The Crew Chief is responsible for the daily management of the computerized maintenance management system (CMMS), assignment of work orders, and the employee safety and training programs.

F. Water/Wastewater Utility Maintenance

The Water/Wastewater Utility Maintenance staff are responsible for the daily maintenance and operational activities as assigned. They are generally the first responders to any sewer system issues and conduct the onsite work to resolve such issues. They also provide on-call service for 24/7 emergency response and monitor the sewer system via the District's SCADA.

[Organization Chart]

[Emergency Response Plan District Personnel]

[Job Descriptions of Pertinent Positions]

G. Communication Chain and Duties

The following list identifies the proper order of who is to be notified of an SSO.

1. **SSCWD District Office**.....(831) 637-4670
 - Receives initial notification from the public and begins internal notifications
2. **On-Call Maintenance Staff**.....(831) 801-5817
 - Receives initial notification outside business hours
 - Immediately responds to the SSO site to evaluate situation
 - Communicates to supervisor the situation & assistance or equipment needed
 - Starts addressing the SSO to resolve it and mitigate as directed
3. **General Manager**.....(831) 917-6696
 - Responsible for properly reporting to other agencies the occurrence of an SSO
 - Requests assistance from other agencies via mutual aid agreements if needed
 - Spokesperson to local news media and decides on extent of public notification
 - Ensures that proper written reporting is submitted to RWQCB on time
4. **Water/Wastewater Superintendent**.....(831) 524-0382
 - Responsible for calling upon and coordinating emergency response crew
 - Determines method to resolve SSO and mitigate all effects of it
 - Gathers needed information and field reports for written reporting to RWQCB
5. **Crew Chief**.....(408) 396-2320
 - Manages the on-site response activities to an SSO event
 - Determines what safety precautions & measures are necessary for staff
 - Considers public safety such as traffic control & minimizing public exposure
6. **San Benito County Communications**.....(831) 636-1400
 - Disseminates information to key County Departments like Sherriff and OES
 - Provides aid in notifying public and mass emergency communication
7. **San Benito County Health Department**.....(831) 637-5367
 - Advises on methods to minimize public exposure
 - Inspects all mitigation measures to ensure everything is sanitary
8. **California Fish & Game**.....(408) 649-2870
 - Must be contacted immediately if spill reaches a State Water Body
 - Evaluates the environmental damage and advises on mitigation
 - Inspects mitigation measures to ensure protection of environment
9. **Office of Emergency Services**.....(800) 852-7550
 - Must be notified within 2 hours if spill reaches surface water or drainage
 - Determines extent of damage to water body and containment options
 - Institutes temporary public safety measures such as closing access to water
10. **Regional Water Quality Control Board**.....(805) 549-3147
 - Must be notified within 24 hours of SSO
 - Regulatory authority over District
 - Advises on response strategy and implementation
 - Receives, reviews, and files the final written report
 - Determines whether fines or other enforcement measures are issued
11. **Board President**.....(831) 261-4451
 - Evaluates response actions taken and performance by General Manager
 - Considers expenditures and may call Special Board Meetings to address them

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Section III. Legal Authority

District Code Title 4, provides SSCWD the legal authority to enforce the following rights and requirements to ensure public health and safety concerning the sewer collection system.

A. Prevent Illicit Discharges

Any discharge into the SSCWD sewer collection system that does not comply with all requirements of the District Code Title 4 is considered an illicit discharge and is subject to all legal enforcement measures as described in Code 4.40.

B. Public and Private Sewage Disposal

District Code 4.10 dictates that any property requiring sewer disposal within the District connect to the public sewer system unless specific exemptions detailed in Code 4.15 apply to permit a private sewage disposal system. This is intended to prevent unsanitary disposal of sewage which could be harmful to human and environmental health.

C. Proper Design and Construction

District Code 4.20 requires that all sewer facilities and connections be properly designed, constructed, tested, and inspected according to District standards. Additionally it ensures SSCWD has full access to all facilities for maintenance, repair, and replacement.

D. Limit Types of Discharges

District Code 4.25 prohibits various types of discharge to the sewer system including storm water drainage, garbage, debris, fat oil and grease (FOG), hazardous chemicals, new self-regenerating water softener brine, and other illicit discharges. This is to prevent blockages within the sewer collection system and disruption to the sewer treatment process at the Ridgemark WWTP.

E. Enforcement

District Code 4.40 provides the means and methods through which SSCWD may enforce these regulations. Avenues available for such enforcement include inspection, notice of violation, sewer disconnection, water discontinuance, fines, and assessment of civil and criminal proceedings.

[Sunnyslope County Water District Code]

Section IV. SSSMP Implementation and Maintenance Program

Sunnyslope County Water District staff engage in daily operation and maintenance of the sewer collection system in order to ensure the good performance and condition of the facilities. By incorporating these maintenance strategies into the regular operational procedures, staff effectively minimize the likelihood of SSOs and other emergencies by resolving issues before they cause larger problems.

A. Standard Operating Procedures (SOPs)

Staff shall develop and follow comprehensive and clear SOPs to describe all details of each operational procedure. This guarantees consistent methods are used between various maintenance personnel and is especially key when training new staff. Consistency is vital so that all equipment and facilities are evaluated according to the same standard and receive the same level of care.

[Standard Operating Procedures]

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B. Sewer System Maps

The ~~Associate-District~~ Engineer maintains accurate and updated mapping of the sewer collection system including all gravity and force main sewer lines, manholes, lift stations, and other facilities. This map data is stored in the geographic information system (GIS) along with the age, material, elevation, slope, and other pertinent information for each asset. Annual updates to these maps shall be distributed to replace any outdated sheets and ensure that all maps are current.

[Sewer System Maps]

C. Record & Evaluate Information

The District records and evaluates relevant information to identify trends and evaluate the collection system performance. This information is then used to give insight on potential issues and the measures taken to prevent them. Implementation of the CMMS program will significantly aid in the collection and filing of this data so that it is easily accessible and utilized.

D. Preventative Maintenance

Staff are proactive in conducting routine preventative maintenance of the collection system facilities and equipment to ensure their reliability and consistent performance. This includes daily monitoring of lift stations, regular clearing lift stations of debris, and scheduled sewer pipe cleaning and flushing. Specific cleaning is done in target areas of historic concern and issues. The Crew Chief assigns the various maintenance activities from an Excel-based CMMS program which schedules and creates work orders. Once these work orders are completed, the Crew Chief updates the program and assesses if further maintenance work is required. SSCWD intends to transition from the Excel-based CMMS to using the NexGen Asset Management program in the coming years. This is a much more robust CMMS system which will more easily analyze maintenance activities. Such analysis will enable SSCWD ~~to become~~ to become even more proactive in

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preventative maintenance by studying various trends, costs, and lifecycles of the system assets.

E. Capital Improvement Plan

The District ~~is developing~~maintains a CIP for the sewer collection system which identifies the structural deficiencies within the system and proposes ~~long term~~long-term solutions to resolve those problems. Often, these solutions involve the rehabilitation or replacement of existing facilities at risk of failure. ~~However~~However, it may also include new projects which may resolve longstanding maintenance matters that cause recurring problems. The CIP is informed by historical information and condition assessments of the facilities.

[Sewer System CIP]

F. Training

The District is committed to providing regular training and continuing education to all of its staff. This may include on-the-job cross-training between various employees, group training sessions, or more ~~formalized~~formal training classes. Staff are encouraged to pursue specialized training and SSCWD has adopted personnel policies to accommodate and reimburse many training and certificate opportunities. Certain compensation step advancements are conditioned on obtaining specific certificates or licenses to further motivate employees. To demonstrate this emphasis on employee training, SSCWD budgets appropriately for professional development.

G. Equipment Inventory

SSCWD maintains a robust inventory of parts and equipment necessary for emergencies and repairs. This includes identification of critical specialty parts which must always have a spare replacement in the District's possession for immediate repair. Such inventory provides assurance that the sewer collection system remains operational even in the event of unexpected equipment failure. Staff routinely evaluate and update the inventory to ensure the system's resiliency.

Section V. Design and Performance Provisions

Sunnyslope County Water District requires all new, rehabilitated, and replacement sewer facilities to conform to the District's adopted design details and specifications. These design requirements provide assurance that the collections system is properly constructed and is consistent in the application and installation of facilities. District design details are regularly reviewed and updated.

A. Sewer Standard Details and Specifications

SSCWD keeps sewer standard details and specifications which must be adhered to in the design and construction of all additions or alterations to the sewer collection system. These standards are regularly reviewed to ensure that they remain updated and utilize reliable and state of the art technology. Maintenance staff are also encouraged to provide feedback and recommendations for improvements upon the standard designs.

[Sewer Standard Construction Details and Specifications]

B. Development Plan Review, Approval, Inspection, & Acceptance

All proposals for new developments that are to obtain sewer service from SSCWD must submit Improvement Plans for the District's review and comments. In reviewing these plans, SSCWD staff consider conformance to District standards, long term system maintenance, capacity, future growth, access, and several other factors. Once all District comments have been satisfactorily addressed, the General Manager signs approval of the Improvement Plans. A standard agreement for facilities and service between the developer and the District with Board approval. During construction, SSCWD staff inspect and test the installation of the sewer system to ensure that the standards are properly followed. Upon completion of the sewer system construction, the District accepts ownership of it from the developer and assumes responsibility at that point for all operation and maintenance activities for that addition to the sewer system.

C. Sewer Lateral Repair Permits

Sewer laterals extending from the sewer main in the street to the private home are owned and maintained by the property owner, and they are responsible for any repairs or replacements needed. However, SSCWD requires that a permit be obtained from the District for any repairs or replacements of the lateral prior to any work. District staff shall inspect the sewer lateral and its repairs prior to burial to insureensure proper installation and workmanship. SSCWD will work closely with the San Benito County Building Department to coordinate the sewer lateral permits alongside any other county permits the homeowner is required to obtain.

Section VI. Overflow Emergency Response Plan (OERP)

The OERP is intended to protect public and environmental health and safety in the event of a sanitary sewer overflow (SSO) and to mitigate any danger posed by a SSO as quickly and safely as possible.

A. Initial Notification

SSCWD personnel are generally first notified of a SSO by phone. During business hours (8am-5pm Mon-Fri) office staff answering the phone will take down all pertinent information from the caller including the address and location, time, SSO severity, and other key information. They will immediately dispatch maintenance staff to respond. Outside of business hours, the public can indicate there is an emergency (SSO) happening through the District's answering machine, which then transfers them to the 24/7 on-call maintenance staff cell phone. The on-call employee will take the relevant information and immediately respond to the situation. All the sewer lift stations also have high level alarms which through SCADA will automatically call out to the maintenance staff cell phone when triggered. This provides some advanced notice before a lift station overflows.

B. Primary Response

A copy of the OERP is in the Emergency Response Plan and Operations & Maintenance Procedures Binders which are located in each service vehicle and various District facilities. The OERP lays out the procedures for notification and response to a SSO though step by step instructions. The 24/7 on-site response time is always to be one hour or less from the time of the first notification call. All anticipated equipment necessary to address the SSO is to be retrieved so SSO containment, mitigation, and clean-up can start immediately. The OERP also indicates the regulatory agencies that must be contacted and timelines for that contact. Once on site, staff follow the OERP guidelines for effectively and safely containing the spill, resolving the blockage or other issue causing the SSO, and mitigating the site. Maintenance staff annually review the OERP so that they are prepared to effectively respond and follow its guidelines.

[Overflow Emergency Response Plan]

C. Written Reporting

The on-site staff responsible for the SSO containment, cleanup, and mitigation must prepare a written field report using the Field Spill Report Form within 24 hours of the spill. This report should include all pertinent information including the time, location, estimated volume of the spill, names of responders, measures taken to contain and resolve the spill, and mitigation measures enacted. Additional reporting shall be conducted and submitted to the proper regulatory agencies as required.

[Field Spill Report Form]

D. Investigation

All SSO incidents shall be thoroughly investigated to determine the cause for the spill. Corrective action based upon the results of this investigation shall be taken to prevent

future spills. Such actions may include increased sewer cleaning in the location, FOG enforcement action, CIP projects to rehabilitate sewer mains, or other actions.

E. Evaluate Overall Response

After all aspects of a SSO have been completed from initial response through the final investigation and reporting, staff conduct thorough evaluation of the overall response and all actions taken. Every step and decision of the event is critiqued to determine what was or was not effective. The goal is to learn from the real-world experiences and situations to improve future responses to similar emergencies by determining what strategies were or were not helpful and effective. Using this information, appropriate changes or revisions to the OERP shall be proposed and implemented to improve the response.

General categories for the critique include:

1. Initial notification and communication
2. Response time and preparedness
3. Initial determination of SSO scope and damage potential
4. Coordination and dispatching of emergency crew
5. Determination and gathering of parts & equipment
6. Containment and bypassing of SSO wastewater
7. Safety of public and employees (traffic, PPE, lights, unsanitary exposure, etc.)
8. Clearing of the plug or issue to restore normal flow
9. Site cleanup and restoration/mitigation
10. Notification of other agencies and following of Chain of Communication
11. Investigation of SSO cause and actions taken to address the determined cause
12. Writing and submitting of the required reports

Section VII. Fats, Oils, and Greases (FOG) Control Program

Fats, oils, and greases from cooking and food preparation that enter the sewer system can congeal and fall out of solution. As FOG is not water soluble, they can continue to build up on the inside of the sewer pipes and eventually cause blockages that contribute to SSOs. In an attempt to eliminate this issue from its sewer collection system, SSCWD has implemented the FOG Control Plan here summarized.

A. FOG Elimination at the Source

The most effective means of combatting FOG is preventing it from ever entering the sewer collection system. To accomplish this, the FOG Control Program includes the following key elements.

1. Identification of FOG Sources
2. Legal Enforcement Authority
3. FOG Removal Device Requirements/Specifications
4. Inspection & Monitoring
5. Record Keeping of Best Management Practices (BMPs)
6. Public Education & Outreach

[FOG Control Program]

B. FOG Hotspot Cleaning & Maintenance

While the main contribution of FOG to SSCWD's sewer system is from food service establishments, the accumulation of FOG from individual residences can also contribute to SSOs and must be addressed. Historical maintenance data has been used to identify various hotspot areas that need to be addressed more regularly. Below is the maintenance schedule for these areas.

Weekly Flushing

- 1) Joes Lane south to Donald Drive
- 2) Club House to Donna Lane
- 3) Cheri Court to Ridgemark Estates Wastewater Treatment ~~Ponds~~ Ponds II

Semi-monthly Flushing

- 1) Helen Court (every second week)

Monthly Hydro Cleaning

- 1) Club House to Donna Lane

Semi-annual Hydro Cleaning

- 1) Joes Lane south to Donald Drive
- 2) Helen Court
- 3) Club House to Donna Lane
- 4) Paullus Drive to Ridgemark Estates Wastewater Treatment ~~Ponds~~ Ponds II

Section VIII. System Evaluation and Capacity Assurance Plan

Sufficient sewer collection system capacity is key to preventing SSOs from occurring due to peak instantaneous flow conditions.

A. Data Collection

In 2012 SSCWD hired Wallace Group to compile GPS data on all the collection system facilities and compile the data into a GIS format. The data collected included the coordinate location, elevation, depth, and invert of all manholes along with the gravity sewer pipe material, size, and slope. All this information was made easily accessible for analysis of the sewer system capacity. New developments are required to provide AutoCAD files to the District to update GIS format.

B. Maximum Capacity Analysis

~~In 20250-~~ SSCWD staff created an Excel spreadsheet with the information obtained from ~~new subdivisions' plans and the 2020the~~ Wallace Group study ~~_to~~ calculate the design free flow maximum capacity for each section of sewer pipe in the collections system. The design capacity is determined as 75% full pipe flow using the Manning equation for open-channel flow. By establishing the design capacity as 75% full pipe flow, ~~a 25% factor~~ ~~factor~~ of safety is incorporated as a buffer for I&I and other factors such as FOG accumulation, root intrusion, and for preventing potential system damage caused by syphoning. This analysis has revealed areas within the existing sewer collection system of inadequate design capacity, although still within the full pipe flow capacity. These areas receive prioritized attention for cleaning and maintenance as well as consideration for upsizing through CIP or new development projects.

[Sewer Capacity Analysis]

C. New Developments

Whenever a new development is proposed to receive sewer service from SSCWD, an analysis is conducted to determine the downstream effects of the additional sewer flow. If that additional flow from the new development causes a section of gravity sewer main to be over design capacity for peak hour flow, that development must upsize that section prior to receiving sewer service.

D. Capital Improvement Plan

In areas where the flows ~~main~~ are over the gravity sewer design capacity at peak hour flow, SSCWD shall consider upsizing of those pipes as part of the CIP. These lines shall be evaluated to consider risk of failure, cost of replacement or upsizing, constructability, and other factors to prioritize the projects. SSCWD will also look for opportunities to incorporate such pipe upsizing projects into proposed development projects.

E. Flow Monitoring

SSCWD staff shall perform routine evaluation of sewer system flow conditions by analyzing pumping trends at the four lift stations. In this way, comparisons can be made between estimated peak hour flows and real observed flow rates experienced in the sewer mains. This information shall then be used to revise the sewer capacity evaluation.

Section IX. Monitoring, Measurement, and Program Modifications

The success of SSCWD's SSMP is continually monitored and evaluated through several methods and measurements. These serve to inform staff of the effectiveness of the various implementation strategies and provide valuable feedback for improvement.

A. Information Collection

SSCWD staff collect and record key data which is maintained in the Excel CMMS for easy access and analysis. This data includes regular maintenance activities like cleaning lines, unclogging lift station pumps, servicing motors, chemical dosages, power usage, lift station levels, and other relevant routine information. It also includes all non-routine data such as SSO events, system repairs, emergency call-outs, mitigation measures taken, overtime hours, and any other key data. SSCWD intends to transition from the Excel CMMS to the NexGen Asset Management CMMS program. NexGen is a much more robust CMMS system that will enhance the District's ability to better analyze trends, costs, equipment lifecycles, and other key aspects. Moreover, it can enable predictive planning of equipment repair and replacement for budgetary purposes.

B. Data Analysis

Reports summarizing all the collections system data are regularly created for the Water/Wastewater Superintendent, [Associate Principal](#) Engineer, and General Manager to review. Noteworthy information is reported to the Board of Directors at monthly general board meetings. Staff use these reports to inform decisions regarding the effectiveness of current preventative maintenance and corrective measures taken as well as opportunities to improve upon them.

C. Adapt and Modify Practices

After evaluation of the data collected and analyzed, SSCWD staff consider whether any changes or modifications to the SSMP are necessary or useful to further the goal of eliminating SSO occurrences and improving the overall sewer collection system performance. Maintenance staff are always encouraged to suggest ideas for new and better practices and these ideas are seriously considered. Such new concepts or methods can be tested in pilot projects or trial periods and closely monitored to determine whether they should be implemented system wide and incorporated into the SSMP.

Section X. Sanitary Sewer Management Plan Audits

This SSMP is meant to be a living document which is regularly reviewed and updated as circumstances and situations around it change. As such, it is regularly reviewed and audited.

A. Annual Review

The SSMP undergoes yearly review by the General Manager, Water/Wastewater Superintendent, ~~Associate~~ Principal Engineer, Crew Chief, and all Maintenance staff during the Operations and Emergency Response Training. This training generally takes place in January and is required for all relevant management and field staff.

B. Biennial Audit

A full internal audit of the SSMP is conducted by management staff at least once every two years evaluating the effectiveness of SSMP implementation measures. This audit shall focus on the previous two years, but also consider the long-term progress in achieving the SSMP goals.

C. Five Year Update and Approval

At least once every five years, a full update of the SSMP shall be conducted to incorporate all changes and modifications. This update shall then be taken before the Board of Directors for their approval.

Section XI. Communication Program

It is critical to the success of this SSMP that the information contained within it be clearly and effectively communicated to SSCWD employees, sewer customers, and the public.

A. Informing Employees

All management and field staff are required to review the SSMP during the annual Operations and Emergency Response Training. This training is also to be provided to new employees within 2 weeks of their start date. Through this review, SSCWD ensures that field staff understand the requirements, procedures, and practices of the SSMP so that they can be successfully implemented in the daily operation of the collection system. Additionally, the SSMP shall be periodically reviewed with office staff so that they too understand the SSMP goals and purpose. This is key as they are often the first contact with customers and must be prepared to provide ~~them~~them with clear and accurate information.

B. Public Outreach

SSCWD is dedicated to providing its sewer customer and the general public with clear, accurate, and easily accessible information regarding the SSMP and the sewer collection system in general. Several public outreach strategies outlined below have been implemented to disseminate this information and to advise customers on how they can participate in safeguarding the sewer collection system.

1. Board Meetings

SSCWD Board Meetings are fully open to the public and agendas of each meeting are posted on the District's website. At these meetings, regular reports are given on the status and operations of the sewer collection system.

2. Website Links

The approved SSMP is posted through a link on the SSCWD website ([sunnyslopecountywater.org](https://www.sunnyslopecountywater.org)) and can easily be located and read through. The website also houses board meeting minutes and other general information.

3. Bill Inserts

Monthly bills are delivered to all SSCWD customers which often include bill insert fliers informing customers of District news and programs.

4. Direct Customer Communication

The most effective means for informing customers of the elements of the SSMP is through direct face to face or phone conversation. Concerned customers often call the SSCWD office and the office staff can take advantage of this opportunity to answer their questions and give them accurate information. They can also make certain that the customer truly understands and appreciates the importance of controlling what they dispose of into the sewer system. Equally effective is the face to face interaction that customers may have with field staff as they conduct routine and emergency maintenance. Employees can take advantage of the customer's curiosity to educate them about the sewer system and ways the customer can help prevent SSOs.

SSMP Update Log

Original Approval September 13th, 2007

Audit Review & Update September 10th, 2009

Audit Review & Update March 2nd, 2012

Audit Review & Update April 21st, 2020

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Current Audit Review & Update ~~April~~ March 4th, 2025

Sunnyslope County Water District Board Approved this Sewer System Management Plan at the Regular Board Meeting on ~~April~~ March 25th, 2025.

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Staff Report

Agenda Item: I-5

DATE: March 13, 2025 (March 25, 2025 Meeting)

TO: Board of Directors

FROM: Rob Hillebrecht, Principal Engineer

SUBJECT: Authorize The President To Sign The Agreement For Water Facilities And Service For The West Of Fairview Phase 3 Development. (EIR Certified By City Of Hollister April 16, 2007).

RECOMMENDATION:

Authorize the President to sign the agreement for Water Facilities and Service for the West of Fairview Phase 3 Development.

BACKGROUND:

The proposed West of Fairview Phase 3 Development is located directly south of the Saint Benedict Catholic Church between Fairview Rd and Calistoga Dr. It is the final phase of the West of Fairview specific planning area. One hundred forty six (146) new single family homes are proposed to be constructed by Richmond American Homes. The development will receive potable water and fire protection water service from Sunnyslope County Water District as it is within the District's boundary. Sanitary sewer service will be provided by the City of Hollister. The additional water demands for this development were also considered and addressed in the Hollister Urban Area Water Master Plan to ensure the District still has sufficient water supply to serve such a development.

A portion of the Foxhill Zone will be extended from West of Fairview Phase 2 into Phase 3 to provide irrigation water for public landscaping along streets and in the large stormwater retention basin within the development. The Foxhill Zone will be supplied with water from Well #5 rather than the high quality and more expensive water from Lessalt.

The attached Agreement is the District's standard agreement for water facilities and service to a new development. The District currently has the capacity and ability to serve this development with potable water. The developer is required to provide a warranty for all water infrastructure for 1 year from the Notice of Acceptance and Completion.

FISCAL IMPACT:

The West of Fairview Phase 3 development will ultimately provide Sunnyslope with 148 water capacity fees (146 homes and 2 landscape meters) totaling over \$2.1 million at the current capacity fee rate. This capacity fee will likely be adjusted in the near future due to the B.F. Sisk Dam project. All District costs including staff time are tracked and deducted from the Deposit described in Section 5 to ensure that the developer pays for all expenses associated with the development.

Agenda Item: I-5

ENVIRONMENTAL IMPACT:

The City of Hollister City Council approved a Specific Plan and Environmental Impact Report for the West of Fairview Development on April 16, 2007.

ATTACHED

1. Agreement for Water Facilities and Service for the West of Fairview Phase 3 Development

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Sunnyslope County Water District
3570 Airline Highway
Hollister, CA 95023-9702

AGREEMENT FOR WATER FACILITIES AND SERVICE
FOR THE WEST FAIRVIEW PHASE 3 DEVELOPMENT

The undersigned District declares:

Documentary Transfer Tax exemption Pursuant to Section 11922 of the Revenue and Taxation Code and Exempt from Recording Fees per Government Code Section 27383.

THIS AGREEMENT is made this ____ day of _____ 2025, by and between the SUNNYSLOPE COUNTY WATER DISTRICT, a County Water District organized and existing pursuant to Division 12 of the California Water Code, State of California, ("District") and Richmond American Homes of Maryland, Inc., a Maryland corporation ("Developer").

W I T N E S S E T H:

WHEREAS, Developer owns and is developing the parcel(s) of land to be developed in Hollister, California (the "Development") and

WHEREAS, the vicinity map of the Development is attached hereto as Exhibit A, and a map showing the planned Development is attached hereto as Exhibit B; and

WHEREAS, Developer is proposing to construct a water system to serve the Development (the "development water system") and desires to transfer the same to the District upon completion of construction, and

WHEREAS, District is agreeable to accepting the transfer, operation, and maintenance of the development water system and to provide service on the terms provided herein and their performance by Developer;

NOW, THEREFORE, in consideration of the mutual promises and conditions in this Agreement, District and Developer covenant and agree as follows:

1. INSTALLATION REQUIREMENTS. As a condition precedent to District's acceptance of the development water system, all water facilities shall be designed, constructed and be operable to District's satisfaction. District requirements shall include, but not be limited to the following:

a. Design. Developer shall design the water facilities to District's standards and any other applicable regulatory requirements. All plans and specifications shall be prepared by a licensed civil engineer registered in the State of California.

b. Plans and Specifications. Three complete sets of plans and specifications for the water facilities shall be submitted to the District for review and consideration of approval prior to construction. Construction shall not proceed until all plans and specifications are signed with evidence of District approval and a preconstruction meeting is held between representatives of District and Developer. District review of plans and specifications shall commence after receipt of the initial deposit as provided in Paragraph 5.

c. Construction. Developer will construct within one (1) year of the date of this Agreement the water facilities as shown on the plans and specifications approved by District. Any changes to the plans and specifications must be approved in advance by the District Engineer. All work, including connections to existing facilities, shall be performed in a manner satisfactory to the District Engineer. Developer shall provide at its own expense a report by a competent soils engineer or soils laboratory, indicating that the compaction in the fills within which water facilities are to be installed is at least equal to ninety-five percent (95%) compaction and according to such specifications and standards as the District Engineer may prescribe for all or any part of the development water systems.

d. Underground Obstructions. District does not assume any responsibility or liability whatsoever during the construction of the water system facilities. Any location of underground utility lines or surface obstructions given to the Developer or placed on the project drawing by District are for the Developer's convenience, and must be verified by Developer in the field. District assumes no responsibility for the sufficiency or accuracy of such information, lines, or obstructions.

e. Licenses; skill. Developer, or Developer's authorized representative (contractor) to perform the work, shall be licensed under the provisions of the Business and Professions Code of the State of California to do the type of work called for in the proposed project. District reserves the right to waive this requirement at its discretion where permitted under state statute. Developer, or Developer's contractor, shall be skilled and regularly engaged in the installation of water systems. District may request evidence that the constructing party has satisfactorily installed other projects of like magnitude or comparable difficulty.

f. Inspection. District shall have the right at any time and from time to time to inspect work in progress in the construction of the water system facilities. Developer shall provide and assure the District and its employees and any person or persons designated by it the right to inspect the development water systems and the plans, materials and work for the systems before, during and after such are installed. Developer shall be responsible for all costs incurred by the District that are associated with interim and final inspection, completion, additional construction, and testing of the system as needed or required for the approval of the water system by the District and any other regulatory agency having jurisdiction (such as the State Division of Drinking Water or California Regional Water Quality Control Board). Within the warranty period the Developer shall reimburse District for costs to correct any damages to on or off-site existing facilities related to the construction of the development water systems. Prior to the delivery of the Deed to the District, Developer shall remit to the District payment of reimbursable costs incurred for inspection, administration and plan review.

g. Testing. All facilities in the development water systems shall be tested to meet District requirements. No system or portion thereof will be accepted without meeting District test requirements.

2. PAYMENT OF FEES, CHARGES AND COSTS. Developer will pay all costs to construct the development water system and connect the system with the District's existing systems, and also will pay all sums expended by the District for engineering, legal and other services rendered in connection with the construction and connection, and will pay all fees and charges established by District as connection charges, rates for service and other comparable charges, upon being furnished with a statement of the fees and charges by the District, and prior to the District's acceptance of the development water systems.

3. BOND. Developer has furnished or shall furnish a bond, cash, cashier's check or other security acceptable to District in the sum of 10% of the Engineer's Estimate for the development water system prior to beginning of construction rounded to the nearest \$10. The Engineer's Estimate on development potable water system and recalimed water system is Six Hundred Thirty Thousand Four Hundred Eighty dollars(\$630,480.00); therefore the required bond amount is Sixty Three Thousand Forty Eight dollars(\$63,048.00). These sureties shall be satisfactory to the District Board of Directors to guarantee the faithful performance of the terms of this Agreement and to guarantee the maintenance of the development water system against defective materials and faulty workmanship for a period of one year following the acceptance of the development water system by the District. They shall also indemnify the District against any costs of expenses (including the District's own labor costs) incurred by reason of failures, malfunctions, replacements, repairs or any other expenses incurred by District during the one-year period after the development water systems is transferred to the District.

4. PERMITS, EASEMENTS, LANDSCAPE COMPLIANCE.

a. Permits, Easements. Developer shall obtain all necessary local, county and state permits (including encroachment permits) for the development water system, and shall conform to the requirements of the permits, and shall arrange for applicable inspections and pay any necessary fees and deposits. Developer shall obtain all permanent and temporary easements necessary for ingress and egress to and from the development water systems for the purpose of installation, operation, maintenance and removal of system components. Pipeline easements shall be 20 feet in width, shall be in a form approved by the District and shall be submitted/conveyed to the District in recordable form prior to District's acceptance of the development water systems.

b. Landscape Compliance. Developer shall demonstrate to the District that Developer has complied with the terms of the Model Local Water Efficient Landscape Ordinance contained in the City of Hollister Code, Chapter 15.22, adopted by the City of Hollister, and any amendments thereto and/or successor ordinances. The Developer shall comply with all other water efficiency requirements adopted by the State of California and Sunnyslope County Water District. The provisions of said ordinance are to be made available upon Developer request. Developer shall prepare and submit to the City of Hollister and the District a landscaping plan meeting the requirements of such

ordinance, which plan shall be reviewed and approved by the City of Hollister and District.

5. DEPOSIT. Developer hereby agrees to deposit in cash with the secretary of District prior to beginning of construction Twenty Five Thousand Seven Hundred Twenty (\$25,720.00). This sum consists of 5% of the first \$50,000 of the Engineer's Estimate for development water system, plus 4% of the remaining amount, rounded to the nearest \$10. The Engineer's Estimate is Six Hundred Thirty Thousand Four Hundred Eighty dollars(\$630,480.00). This deposit shall be used by the District to pay for the District Engineer's charges for examination of plans and checking of specifications and other similar engineering charges, and the costs incidental to the inspection of the development water system, including payment of fees for legal services. If such deposit is insufficient to pay all such charges and costs, the Developer hereby agrees to pay all such charges and costs in excess of the sum so deposited prior to the acceptance of the development water system by the District.

6. TRANSFER OF SYSTEMS TO DISTRICT. Full right, title and interest in and to the development water systems installed pursuant to this Agreement is hereby granted to the District, subject to the conditions precedent of connection of the development water system with the water systems of the District and written Notice of Acceptance thereof by the District. There shall be no obligation upon the District to pay or reimburse the Developer any part of the cost of the development water systems. Developer will execute and obtain all signatures of any other parties having any interest (including any Deed of Trust), and deliver a Deed satisfactory in form and content to District, transferring absolute and unencumbered ownership of the completed water system to the District together with all real property, interest in real property, easements and rights-of-ways (including any off-site easements or real property), and all overlying and other underground water rights that are a part of, appurtenant to, or belonging to any parcels now or hereafter served by the development water systems that are necessary or appropriate in the opinion of the District for the ownership and operation of the systems. All costs of construction of the system shall have been paid for by Developer, the time for filing mechanics liens shall have expired, and the title to the water system and the interests in real property transferred shall be good, clear and marketable title, free and clear of all encumbrances, liens or charges. Developer shall pay costs of title insurance if deemed necessary by the District. All construction, including final inspection punch list items must be completed prior to transfer, and the transfer shall not be completed until the Deed transferring the water system has been formally accepted by the District. After

transfer, the District shall own and be free in every respect to operate and manage the water system and to expand, improve, or interconnect with adjacent facilities, as it deems appropriate.

7. AS-BUILT PLANS, SPECIFICATIONS, VALUES, ETC. Developer shall, as its obligations under this agreement and as a condition of District's acceptance of the system, provide to the District:

a. A complete and final set of As-Built blueprints and AutoCAD digitized files for the entire development water system, satisfactory to the District General Manager, together with a copy of the specifications and any contract documents used for the construction of the water system.

b. A complete, detailed statement of account, satisfactory to the District, of the amounts expended for the installation and construction of the system, with values applicable to the various components thereof, together with a list of any other materials and equipment (and their values) being transferred.

8. ACCEPTANCE AND SERVICE BY DISTRICT. Provided that Developer complies with the provisions of this Agreement, District will accept the water facilities constituting the development water system, and will provide water services to the Development upon completion and proof supplied to District of the installation thereof, full payment of all costs thereof by Developer and certification by the District Engineer that the development water systems meet the standards and specifications required by District for water systems installed for or by the District. The District will provide water service only in accordance with all rules and regulations of the District, including the Developer's prepayment of applicable connection fees, capacity charges, and service charges. District's agreement to supply water services is further conditioned upon the following provisions of this Agreement.

9. INSURANCE. Developer or Developer's authorized representative to do the work shall maintain and be responsible for subcontractors and outside owners or operators of equipment maintaining the following coverage during the performance of the Agreement:

a. Workers' compensation or self-insurance indicating compliance with any applicable Labor Codes, acts, laws, or statutes, whether federal or state, where Developer operates, including employers' liability insurance;

b. Comprehensive general liability and comprehensive automobile liability of not less than One Million Dollars (\$1,000,000.00) combined single limit or equivalent for bodily injury, personal injury and property damage as a result of any one occurrence.

The general liability policy shall name the District as an additional named insured, and shall be primary and underlying to District's insurance and shall not be excess or contributing with and District insurance. Said policy shall be placed with a carrier or carriers licensed to do business in the State of California, and shall cover Developer's contractual liability to District. A certificate of insurance shall be delivered to District verifying such coverage and also showing insurance against liability for workers' compensation, and the certificate shall include a statement that thirty (30) days' written notice shall be given by the carrier to District prior to any cancellation of or material change in the said insurance. The required insurance certificates shall be delivered to the District prior to commencement of the construction.

10. NO SERVICE BEFORE COMPLETION AND TRANSFER. Developer shall not allow any occupant or person to commence operations or use of any part of the water system within the Development prior to the transfer and acceptance by District of the water system, excepting for construction purposes, without the express written consent of the District. Such consent will normally not be given, and without limiting in any way District right to refuse such consent, District may impose conditions or restrictions upon any consent to such prior service, including but not limited to the posting of satisfactory surety to assure the completion and transfer of the water system within a period of time specified by District.

11. WARRANTIES. Developer hereby warrants that as of the time of District's acceptance of the development water systems, such systems and all components thereof will be in satisfactory working order and quality, will have been constructed and installed in compliance with specifications and as-built plans being provided to District and in accordance with applicable requirements of any governmental agency having jurisdiction, and that the system will operate in good and sufficient manner for the purpose intended for not less than one (1) year after date of transfer and Developer shall indemnify District for any costs or expenses (including District's own labor costs) incurred by reason of failure, malfunction, replacements, repairs or any other expenses incurred by District during the warranty period.

12. CONTINUING EFFECT. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties hereto.

13. TIME OF ESSENCE. Time is of the essence in this Agreement.

14. ENTIRE AGREEMENT. This writing contains the entire agreement of the parties with respect to the matters contained herein.

15. MODIFICATION. This Agreement shall not be modified except by an agreement in writing, signed by the party against whom the enforcement of any change, modification or discharge is sought.

16. ASSIGNMENT. Developer shall not assign this Agreement or any interest herein or hereunder without the prior written consent of the District, which consent shall not be unreasonably withheld.

17. TERMINATION. By written notice to the Developer, the District may terminate this Agreement for water service in the event that the Developer fails to perform any of the terms, covenants or conditions contained herein, or that emergency drought measures require the cessation of new water meter connections or services within the District, or other unforeseen circumstances limit either the capacity or ability for the District to provide water services.

18. WAIVER. A waiver by either party of any breach of any term, covenant or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition of this Agreement.

19. INDEMNITY. Developer shall protect, defend, indemnify and hold harmless the District and its Board of Directors, officers, employees and agents from any and all liability and claim for damages by reason of any injury to any person or persons or property of any kind from any cause or causes whatsoever in any way connected with or relating to the obligations or performance of Developer under the terms of this Agreement.

20. NEGOTIATED AGREEMENT. This Agreement has been reached through negotiation between the parties. Neither party is deemed the party which prepared the Agreement within the meaning of Civil Code section 1654, or case law thereunder.

21. ATTORNEYS' FEES. In the event of a lawsuit or other proceeding to enforce or interpret this Agreement, or the parties' performance hereunder, the prevailing party shall be entitled to

reasonable attorneys' fees and costs, including the costs and fees of experts engaged for the proceedings, in addition to any other relief granted. The phrase "prevailing party" shall be construed in accordance with California law.

22. SPECIAL TERMS.

A.) The Developer is prohibited from installing Self Regenerating Water Softeners (SRWS). The Developer may install water softeners recharged by portable cartridges supplied by service providers such that the brine solution resulting from a SRWS recharge is not discharged into the City of Hollister sewer system. It is understood by both the District and the Developer that the area will be served primarily by soft surface water, but under rare circumstances may receive harder groundwater.

B.) Developer must have conformed to and followed the most updated District regulations and requirements with regard to drought at the time of the system transfer. This may include but is not limited to additional fees, efficiency requirements, landscaping limitations, or more.

C.) Developer shall install and connect to a dedicated 8" diameter landscape irrigation water delivery main in Mimosa Street. This system shall only serve large landscape irrigation demands such as road medians and parks and is not currently intended to serve any individual private residences or properties. It will eventually deliver potable well water for landscape irrigation to reserve the softer, higher quality potable surface water for residential use.

D.) Developer must exercise the highest level of caution and responsibility when grading, excavating, and working in the area of Marigold Street from lots 1 to 12 and in Wisteria Street from Lots 23 to 32. These specific zones contain existing and active 12" diameter domestic water 12" diameter landscape irrigation water lines and any inadvertent damage could lead to significant disruption. The Developer is required to ensure that all excavation activities are conducted safely and in compliance with relevant regulations. Furthermore, for the installation of new services and hydrant lines, the Developer must utilize hot tapping methods to connect to the existing water lines, thereby maintaining the integrity of the water system and preventing service interruptions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate on the date and year first above written.

"District"

SUNNYSLOPE COUNTY WATER DISTRICT, a public corporation

Name

President, Board of Directors,
Sunnyslope County Water District

ATTEST:

Drew A. Lander

District Secretary

"Developer"

RICHMOND AMERICAN HOMES OF MARYLAND, INC.,
a Maryland corporation

Trang Tu-Nguyen

Vice President of Land Development (Northern California Division)
RICHMOND AMERICAN HOMES OF MARYLAND, INC.

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 SAN BENITO

On _____, 20____, before me, _____,
Notary Public, personally appeared _____,
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 _____ (Seal)

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 SAN BENITO

On _____, 20____, before me, _____,
Notary Public, personally appeared _____,
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.

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California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

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California that the foregoing paragraph is true and correct.

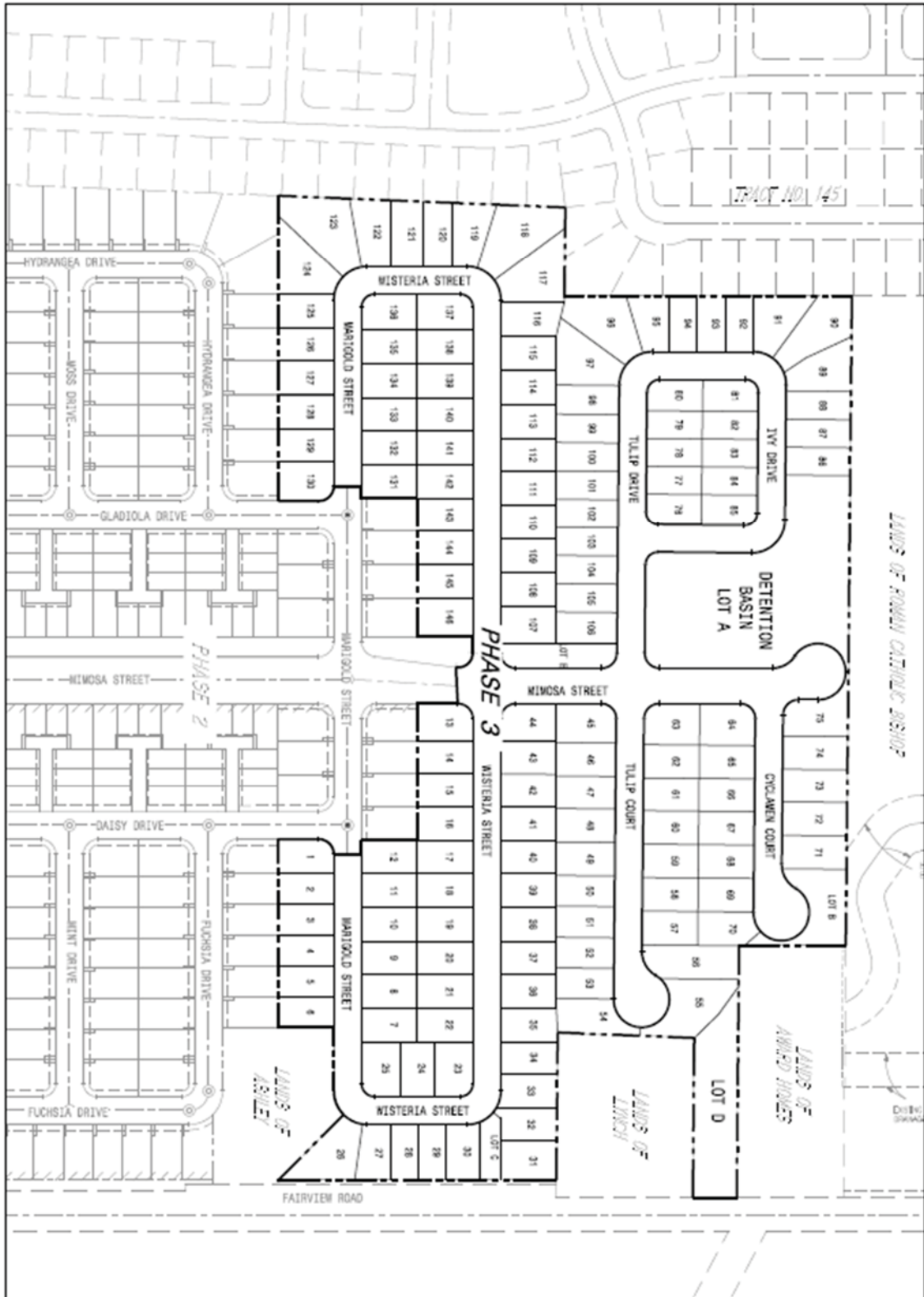
WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
(Vicinity Map of Development)



EXHIBIT B
(Map of Development)



Staff Report

Agenda Item: **I-6**

DATE: March 13, 2025 (March 25, 2025 Meeting)

TO: Board of Directors

FROM: Rob Hillebrecht, Principal Engineer

SUBJECT: Approve The Professional Services Agreement With Bender Rosenthal Inc. For A Cost Not-To-Exceed \$32,600 For Appraisals Of Properties Over Which Sunnyslope Must Acquire New Easements For Consolidation Of Venture Estates, Stonegate, And Tres Pinos. (Not A Project Under CEQA Per Article 20, Section 15378).

RECOMMENDATION:

Approve the Professional Services Agreement with Bender Rosenthal Inc. for a cost Not-To-Exceed \$32,600 for appraisals of properties over which Sunnyslope must acquire new easements for consolidation of Venture Estates, Stonegate, and Tres Pinos.

BACKGROUND:

As part of the consolidation of Venture Estates, Stonegate, and Tres Pinos Sunnyslope must obtain new easements from private property owners for installation of new pipelines and a new water storage tank. Staff have contacted the property owners, all of whom are currently amiable to negotiating the sale of the easements. Wallace Group has determined the exact locations and extents of the desired easements. The next step is to a professional land appraiser to determine the market value of the properties. Sunnyslope requested proposals from three qualified appraisers and received proposals from Bender Rosenthal Inc. (BRI) and Carneghi-Nakasako & Associates (CNA).

Because this is a professional service Sunnyslope is not bound to awarding to the lowest responsible bidder, but rather evaluates the proposals based on the project approach, the qualifications of the project manager and team, the completion schedule, references, and cost for the best overall value for services to be delivered. Based upon staff's evaluation of the two proposals, BRI was selected as the best value option even though their proposed cost was \$5,100 more than CNA. The deciding factors included ability to meet the tight schedule requirements, the project approach, documentation and deliverables, and BRI's experience in San Benito County and with other water districts throughout California.

This is Sunnyslope's standard Professional Services Contract with all the standard language as reviewed by legal counsel.

FISCAL IMPACT:

The initial fiscal impact could be up to \$32,600. However, the entire cost will be reimbursed through the grant for the consolidation of Venture Estates, Stonegate, and Tres Pinos.

ENVIRONMENTAL IMPACT:

This action is not a project under CEQA per Article 20, Section 15378.

ATTACHED

1. Professional Service Agreement
2. Proposal from BRI

SUNNYSLOPE COUNTY WATER DISTRICT AND BENDER ROSENTHAL INCORPORATED AGREEMENT FOR PROFESSIONAL SERVICES

This is a professional services agreement between Sunnyslope County Water District, hereinafter called "District," and Bender Rosenthal Inc. hereinafter called "Consultant."

The parties agree as follows:

1. SERVICES TO BE PROVIDED. District hereby engages Consultant and Consultant hereby agrees to perform the services set forth in **Exhibit A**, in conformity with the terms of this Agreement. Consultant will complete all work in accordance with the work schedule set forth in **Exhibit A**.

(a) The work is generally described as follows:

To aid in the acquisition of easements necessary for the construction of the Sunnyslope County Water District Water System Consolidation Project as of a specified date, the District must obtain an accurate market value for the subject properties. The District is requesting proposals from qualified Appraisers to estimate the current Fair Market Value and opinion of just compensation for the acquisition of various permanent easements over several properties within San Benito County. The appraisals will be used to assist the District in negotiations to acquire easements for the construction, operation and maintenance of water pipelines and a water storage tank in accordance with all California laws.

These appraisals shall be full narrative Appraisal Reports which conform to the Uniform Standards of Professional Appraisal Practice (USPAP). An Appraisal Summary Statement shall be provided for each report.

In the scope of this assignment, the appraiser must:

1. Identify and explain the chosen method of the appraisal of vacant land taking into consideration location, zoning, topography, access, public improvements and all other factors
2. Inspect and photograph the property being appraised;
3. Secure and evaluate information relating to land characteristics, zoning, access, utilities which the District will make available;
4. Study area land uses, demographics, and market supply-demand characteristics;
5. Research recent and similar property sales and rents, and land sales within the appropriate market area
6. Form an opinion of the highest and best use for the appraised property;
7. Interview persons considered informed regarding the subject and similar properties, including various real estate professionals, and representatives of the District;
8. Develop an opinion of market value using appropriate appraisal methodology with reporting of the appraisal results in an Appraisal Report, as specified in USPAP.

2. TERM OF AGREEMENT. The term of this Agreement shall begin upon execution hereof by Consultant and District and shall end upon the final acceptance and approval of the full written report by the District, unless earlier terminated as hereafter provided. The written report shall be completed and submitted to the District **no later than May 16, 2025.**

3. PAYMENTS TO CONSULTANT; MAXIMUM LIABILITY. Subject to the limitations set forth herein, District shall pay to Consultant the amounts provided in **Exhibit B.** The maximum amount payable to Consultant under this contract is Not-To-Exceed Thirty Two Thousand Six Hundred Dollars (\$32,600).

4. MONTHLY INVOICES BY CONSULTANT PAYMENT.

(a) Consultant shall submit to District an invoice, in a format approved by District, setting forth the amounts claimed by Consultant, together with an itemized basis for such amounts, and setting forth such other pertinent information District may require. Monthly progress payments shall be paid to Consultant within ten (10) days of the third Thursday of the month for written request submitted by the third day of the same month, if approved by the District's Board which meets on the second Thursday of each month. Consultant shall submit such invoice monthly as agreed by District, but in no event shall such invoice be submitted later than thirty (30) days after completion of Consultant's work hereunder. District shall certify the claim if it complies with this contract and shall promptly submit such claim to the District's General Manager, who shall pay the certified amount within thirty (30) days after receiving the invoice certified by District. It is understood and agreed that Consultant shall complete all work described in **Exhibit A** for an amount not exceeding that set forth above, notwithstanding Consultant's submission of periodic invoices.

(b) Consultant agrees that District may withhold ten percent (10%) of the amount requested by Consultant from any progress payment, until such time as all goods and services are received in a manner and form acceptable to District.

(c) If, as of the date of execution of this Agreement, Consultant has already received payment from District for work which is the subject of this Agreement, such amounts shall be deemed to have been paid under this Agreement and shall be counted toward District's maximum liability set forth above.

(d) Consultant shall be reimbursed for mileage-auto, copy services, outside reproduction, delivery services, outside consultants, and client-requested overtime expenses incurred in the performance of this Agreement, not in addition to the value of this contract and at the rates presented and agreed to in writing.

5. INDEMNIFICATION. Consultant shall indemnify, defend and hold harmless District and its officers, agents, employees, and volunteers as described below:

(a) To the maximum extent permitted under CA civil code 2782.8, as respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance. Consultant shall indemnify, defend, and hold harmless the District, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable and actually incurred attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement,

and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Consultant's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the District. "Consultant's performance" includes Consultant's action or inaction and the action or inaction of Consultant's officers, employees, agents and subcontractors. Consultant shall not be required to indemnify or hold harmless District, its partners, directors, officers, employees, servants, as set forth in this agreement to the extent that the damages, losses, claims, demands, liabilities, judgements, actions, costs or expenses were caused or arising out of the sole negligent or wrongful acts, errors or omissions, or breach of contract of the District, its partners, directors, officers, employees, servants, representatives, and agents.

(b) Architects, Engineers Per Civil Code 2782.8. Consultant shall indemnify, defend and hold harmless, the District, its officers, officials, employees, and volunteers from any and all claims, demands, costs or liability to the extent that they arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages for bodily injury, property damage or other loss, arising from the sole negligence, active negligence or willful misconduct of the District, its officers, officials, employees, and volunteers; and does not apply to any passive negligence of the District unless caused at least in part by the Consultant.

6. INSURANCE.

Minimum Insurance Requirements: Without limiting Consultant's duty to indemnify, Consultant shall maintain, at no cost to District, throughout the term of this Agreement a policy or policies of insurance covering all of Consultant's work hereunder with the following coverage against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees or subcontractors.

Coverage - Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in aggregate or the full per occurrence limits of the policies available, whichever is greater for. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - (If necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized

volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

4. **Professional Liability** - (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per claim, and \$2,000,000 policy aggregate.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**
3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of **five (5) years** after completion of contract work.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

Other Required Provisions - The Commercial General Liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status:** District, its directors, officers, employees, and authorized volunteers are to be given additional insured status insurance (at least as broad as ISO Form CG 20 10 10 01 with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance.
2. **Primary Coverage:** For any claims related to this project, the Consultant's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees, and authorized volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

Self-Insured Retentions - Self-insured retentions must be declared to and approved by the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or as otherwise approved by District.

Verification of Coverage – Consultant shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration and Endorsements pages listing all policy endorsements.

Subcontractors - Consultant shall require and verify that all its subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that District is an additional insured on insurance required from its subcontractors.

7. MAINTENANCE OF RECORDS. Consultant shall prepare, maintain and preserve all reports and records that may be required by federal, State, and local rules and regulations relating to services performed under this Agreement. Consultant shall retain all such records for at least five (5) years from the date of final payment, or until any litigation relating to this Agreement is concluded, whichever is later.

8. RIGHT TO AUDIT AT ANY TIME. District officials shall have the right, at anytime during regular working hours and on reasonable advance notice, to examine, monitor and audit all work performed and all records, documents, conditions, activities and procedures of Consultant or its subcontractors relating to this Agreement. Government Code section 8546.7 provides that an audit by the State Auditor General may be performed up to three years after the final payment under any contract involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000.00.)

9. CONFIDENTIALITY; RETURN OF RECORDS. Consultant and its officers, employees, agents and subcontractors shall comply with all federal, State and local laws providing for the confidentiality of records and other information: To the extent permitted by applicable law and regulations, Consultant shall maintain confidentiality with respect to District’s *data, reports, or information* stamped “CONFIDENTIAL” in red ink. Consultant shall not disclose any confidential information received from District or prepared in connection with the performance of this Agreement without the express permission of District. Consultant shall promptly transmit to District all requests for disclosure of any such confidential information. The foregoing obligations shall not prevent Consultant from disclosing Confidential Information that are required to be disclosed by law, government regulation, rule, ethical obligation, subpoena or court order, or that is reasonably necessary for the Consultant to defend itself from any legal action or claim. Consultant shall not use any confidential information gained through the performance of this Agreement except for the purpose of carrying out Consultant’s obligations hereunder. When this Agreement expires or terminates, Consultant shall be allowed to keep copies of all records which Consultant utilized or received from District to perform services under this Agreement. All obligations and restrictions on the use of Confidential Information under this Agreement shall remain in effect for a period of three (3) years from the Effective Date of this Agreement.

10. TERMINATION. Either party may terminate this Agreement by giving written notice of termination to the other party at least fourteen (14) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable

hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. District may terminate this Agreement at any time for good cause effective immediately upon written notice to Consultant. "Good cause" includes, without limitation, the failure of Consultant to perform the required services at the time and in the manner provided herein. If District deems that a termination for "Good Cause" is probable, District will notify Consultant in writing stating the causes for the probable termination for "Good Cause" and District will give Consultant a reasonable opportunity to correct such failure of performance. If District terminates this Agreement for good cause, District may be relieved of the payment of any consideration to Consultant until District completes the work, and District may proceed with the work in any manner which it deems proper. Consultant will be liable for the payment of any amount by which such expense or other damages may exceed the unpaid balance of the Contract Price for services as performed by others for the same scope of work as was described in the Scope of Services provided by Consultant. Notwithstanding the above wording, nothing contained in this Article 9 is intended to expand upon the damages that would be owed by Consultant as determined by a court of law. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

11. AMENDMENTS AND MODIFICATIONS. No modification or amendment of this Agreement shall be valid unless it is set forth in writing and executed by the parties hereto.

12. NON-DISCRIMINATION. Throughout the performance of this Agreement, Consultant will not unlawfully discriminate against any person because of race, color, religion, gender, national origin, ancestry, physical disability, medical condition, marital status, age older than 40, or sexual preference, either in Consultant's employment practices or in the furnishing of services to recipients. Consultant shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. Consultant shall comply fully with all federal, State and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to any target population designated herein shall not be deemed prohibited discrimination.

13. INDEPENDENT CONTRACTOR. In its performance under this Agreement, Consultant is at all times acting and performing as an independent contractor and not an employee of District. No offer or obligation of employment with District is intended in any manner, and Consultant shall not become entitled by virtue of this Agreement to receive from District any form of benefits accorded to employees including without limitation leave time, health insurance, Workers' Compensation coverage, disability benefits and retirement contributions. Consultant shall be solely liable for and obligated to pay directly all applicable taxes, including, without limitation, federal and State income taxes and social security arising out of Consultant's performance of this Agreement. In connection therewith, Consultant shall defend, indemnify and hold harmless District from any and all liability which District may incur because of Consultant's failure to make such payments.

14. DELEGATION OF DUTIES; SUBCONTRACTING. Consultant is engaged by District for its unique qualifications and abilities. Consultant may not, therefore, delegate any of its basic duties under this Agreement, except to the extent that delegation to Consultant's employees is contemplated herein. No work shall be subcontracted without the written consent of District, except as provided in this Agreement or its attachments. Notwithstanding any subcontract, Consultant shall continue to be liable to District for the performance of all work hereunder.

15. DISTRICT'S RIGHTS IN WORK PRODUCT. All materials prepared by Consultant in connection with its work hereunder, including, but not limited to, reports, documents, maps, graphs, charts, photographs and photographic negatives, shall be the property of District upon District's full payment to Consultant for the services rendered in accordance with this Agreement and shall be made available to District upon District's request. Consultant may utilize any existing materials developed by Consultant prior to commencement of work under this Agreement, which materials shall remain the property of Consultant. District agrees to indemnify, defend, and hold harmless the Consultant from and against any claims or damages that may result from the subsequent use, reuse, transfer or modification of Consultant's drawings and specifications, except on projects where the Consultant has been retained to provide services.

16. COMPLIANCE WITH TERMS OF FEDERAL OR STATE GRANT. If any part of this Agreement has been or will be funded pursuant to a grant from the federal or State government in which District is the grantee, District will provide and Consultant shall comply with all provisions of such grant applicable to Consultant's work hereunder, and said provisions shall be deemed a part of this Agreement as though fully set forth herein.

17. CONFLICT OF INTEREST. Consultant represents that it presently has no interest and shall not acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with its full and complete performance of all services under this Agreement.

18. GOVERNING LAWS. This Agreement shall be construed and enforced according to the laws of the State of California, and the parties hereby agree that the County of San Benito shall be the proper venue for any dispute arising hereunder.

19. DISPUTES. Consultant shall continue to perform under this Agreement during any dispute provided that District continues to pay Consultant for all undisputed services. Consultant and the District agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or relating to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, reasonable and actually incurred attorneys' fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.

20. CONSTRUCTION OF AGREEMENT. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any exhibit or amendment. To that end, it is understood and agreed that this Agreement has been arrived at through negotiation, and that neither party is to be deemed the party which prepared this Agreement within the meaning of Civil Code section 1654. Section and paragraph headings appearing herein are for convenience only and shall not be used to interpret the terms of this Agreement.

21. WAIVER. Any waiver of any term or condition hereof must be in writing. No such waiver shall be construed as a waiver of any other term or condition herein.

22. SUCCESSORS AND ASSIGNS. This Agreement and all rights, privileges, duties and obligations hereunder, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns and heirs. Consultant shall not assign, sell, mortgage or otherwise transfer its interest or obligations in this Agreement without District's prior written consent. District shall not assign or transfer this Agreement without first notifying Consultant in writing of such an assignment, and verification in writing by Consultant that Consultant has been paid in full for all services rendered prior to any Assignment.

23. TIME IS OF CARDINAL IMPORTANCE. The parties mutually acknowledge and agree that time is of cardinal importance with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent for any further or future extension. Notwithstanding the above, Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner necessary to meet the project schedule, if any; failure of performance by the District or the District's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In the case of any such delay in the services to be provided for the project, each party hereby agrees to provide notice to the other party so that such delays can be addressed.

24. CONTRACT ADMINISTRATORS. Consultant's designated principal responsible for administering Consultant's work under this Agreement shall be Ross Doyle; District's designated administrator of this Agreement shall be Drew A. Lander.

25. NOTICES. Notices required under this Agreement shall be delivered personally or by electronic facsimile, or by first-class or certified mail with postage prepaid. Notice shall be deemed effective upon personal delivery or facsimile transmission, or on the third day after deposit with the United States Postal Service. Consultant shall give District prompt notice of any change of address. Unless otherwise changed according to these notice provisions, notices shall be addressed as follows:

To District:

Sunnyslope County Water District
3570 Airline Hwy
Hollister CA 95023
Telephone: (831) 637-4670

To Consultant:

Bender Rosenthal Inc.
2825 Watt Ave. Ste. 200
Sacramento CA 95821
Telephone (916) 978-4900

26. NON-EXCLUSIVE AGREEMENT. This Agreement is non-exclusive and both parties reserve the right to contract with other entities for the same or similar services.

27. EXECUTION OF AGREEMENT. Any individual executing this Agreement on behalf of an entity represents and warrants that he or she has the requisite authority to enter into this Agreement on behalf of such entity and to bind the entity to the terms and conditions hereof.

28. EXHIBITS. The following Exhibits are attached hereto and incorporated by reference:

Exhibit A – Proposal

Exhibit B - Payment Provisions

29. DISCLAIMER/INDEMNITY REGARDING PUBLIC WORKS. To the extent the scope of work involves surveying or site work, it could be considered part of a “Public Work,” requiring the payment of “prevailing wages” under California Labor code section 1771. If consultant fails to pay such prevailing wages, Consultant acknowledges that it will be liable to, among other things, pay any shortfall owed as well as any penalties that might be assessed for failure to comply with the law. If Consultant does not pay prevailing wages, and an action or proceeding of any kind of nature is brought against the District based on such failure, Consultant will defend and indemnify District in the action or proceeding. Consultant will maintain certified payroll records of any work subject to prevailing wage requirements.

30. NO THIRD PARTY BENEFICIARIES. There are no intended third party beneficiaries to this Agreement.

31. COMPLIANCE WITH LAWS. Consultant will exercise the Standard of Care to comply with all applicable laws, rules and regulations in carrying out its obligation under this Agreement.

32. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

33. AUTHORITY. Any individual executing this Agreement on behalf of the District or the Consultant represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

34. INTERPRETATION OF CONFLICTING PROVISIONS. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

35. SEVERABILITY. If any of the provisions contained in the Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Agreement for any cause. If a part of this Agreement is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Agreement is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

36. ENTIRE AGREEMENT. As of the effective date of this Agreement, including the exhibits and any documents incorporated by reference, represent the entire Agreement between the District and the Consultant with respect to the subject matter of this Agreement and, and supersedes any and all prior written or oral negotiations and representations between the parties concerning all matters relating to the subject of this Agreement.

37. HEADINGS. Headings are for convenience only and shall not be used to interpret the terms of this Agreement. .

IN WITNESS WHEREOF, District and Consultant executed this Agreement as of the date set forth next to their respective signatures.

DISTRICT

Dated: _____

SUNNYSLOPE COUNTY WATER DISTRICT

By _____
Drew A. Lander, General Manager
Its Authorized Agent

CONSULTANT

Dated: _____

BENDER ROSENTHAL INC.

By _____

Its Authorized Agent (PRINT NAME)

EXHIBIT A

**Proposal to Sunnyslope County Water District
for Appraisal of Easements**

EXHIBIT B

PAYMENT PROVISIONS

COST PROPOSAL

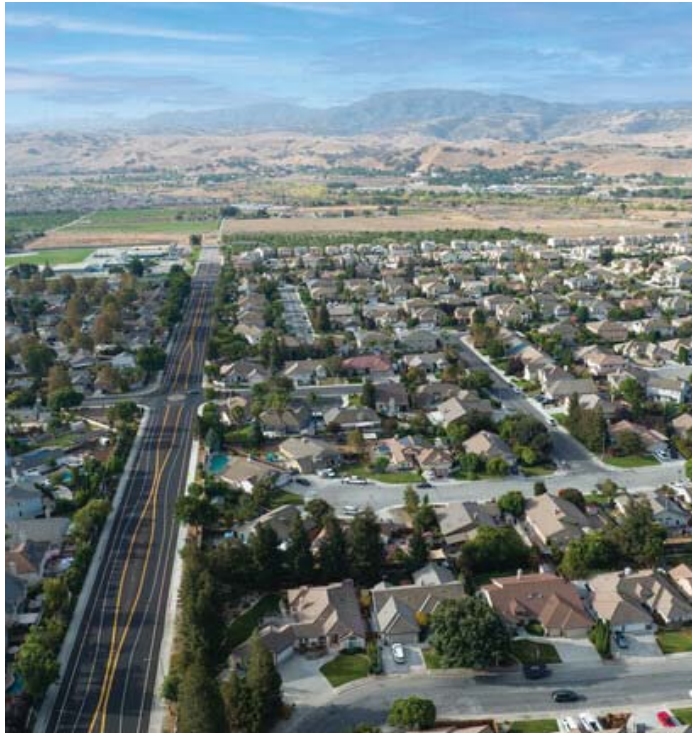
TOTAL ALL-INCLUSIVE NOT-TO-EXCEED MAXIMUM PRICE

FEE PROPOSAL - APPRAISAL SERVICES	
APN 020-330-007 (Mota)	\$4,000
APN 025-520-006 (Quinlan)	\$4,500
APN 025-200-001 (Nino)	\$4,500
APN 025-200-050 (Tres Pinos School)	\$4,000
APN 025-200-052 & 053 (Tres Pinos School)	\$4,000
APN 022-300-036 (Turturici)	\$4,000
APN 025-310-001 (Lee)	\$3,800
APN 022-310-080 (Carpenedo)	\$3,800
TOTAL NOT TO EXCEED	\$32,600

MANNER OF PAYMENT

BRI understands that payment will be made within thirty (30) days of the delivery of the appraisals.

BRI BENDER ROSENTHAL INCORPORATED



PROPOSAL FOR

REAL ESTATE APPRAISAL SERVICES

MARCH 17, 2025

SUNNYSLOPE COUNTY WATER DISTRICT

PRESENTED BY BENDER ROSENTHAL INCORPORATED | 2825 WATT AVENUE, SUITE 200, SACRAMENTO, CA 95821
PROPOSAL CONTACT: RENEE BAUR, CEO, PMP, CA REAL ESTATE BROKER - (916) 978-4900



TABLE OF CONTENTS

LETTER OF INTEREST	01
PROJECT UNDERSTANDING AND APPROACH	02
RELEVANT EXPERIENCE	05
PROJECT MANAGER / LEAD APPRAISER	09
CONFLICT OF INTEREST STATEMENT	10
COMMENTS ON OR REQUESTED CHANGES TO CONTRACT	10
WORK SCHEDULE	10
COST PROPOSAL	10



LETTER OF INTEREST

March 17, 2025

Sunnyslope County Water District
3750 Airline Highway
Hollister, CA 95023
Attn: Drew Lander
General Manager

ORIGINAL BY EMAIL:
drew@sunnyslopewater.org
rob@sunnyslopewater.org

RE: REQUEST FOR PROPOSAL FOR REAL ESTATE APPRAISAL SERVICES
APNs: 020-330-007, 025-520-006, 025-200-001, 025-200-050, 025-200-052 & 053,
022-300-036, 025-310-001, and 022-310-080 - SAN BENITO COUNTY, CA

Dear Mr. Lander & Mr. Hillebrecht,

Bender Rosenthal, Inc. (BRI) appreciates the opportunity to provide Sunnyslope County Water District (District) with a scope and fee for the appraisals of the above-referenced properties within San Benito County for linear pipeline easements and a tank site, both permanent easements and temporary construction easements (Project).

Founded in 1997, Bender Rosenthal Inc. (BRI) is a California S Corporation, *Certified Small Business Enterprise* (SBE), *Certified Woman Business Enterprise* (WBE), and, pending final approval, a *Certified Disadvantaged Business Enterprise* (DBE). Our firm specializes in real estate appraisal, real property acquisition, right of way project management and planning, and land services. With over twenty-seven (27) years of service delivery for public sector clients and specialty water district experience, BRI has the expertise to provide the District with comprehensive Appraisal Services.

We understand that due to the grant funding, the appraisals need to be completed on an accelerated timeline and delivered no later than May 16, 2025. BRI is comprised of a diverse and capable appraisal staff, empowering us with control, consistency, and the ability to ensure efficient appraisal delivery. The staff proposed herein will be committed to the District and fully available for the duration of the Project. *BRI will deliver the requested appraisals on schedule.*

I, Renee Baur, PMP, CA RE Broker, Chief Executive Officer, will serve as the Principal in Charge and primary point of contact for this contract. If you have any questions during this proposal process, please reach out to me by phone at (916) 978-4900 or by email at r.baur@benderrosenthal.com.

We look forward to working with you.

Sincerely,
BENDER ROSENTHAL INC.

A handwritten signature in blue ink, appearing to read 'R. Baur', is written over the typed name.

Renee Baur, PMP
CA Real Estate Broker
Chief Executive Officer

PROJECT UNDERSTANDING AND APPROACH


PROJECT UNDERSTANDING & APPROACH

BRI understands that the District is requesting appraisal services to determine the current Fair Market Value and opinion of just compensation for the acquisition of various permanent easements over the following eight (8) properties within San Benito County:

PERMANENT PIPELINE EASEMENTS	
APN 020-330-007 (Mota)	For a permanent linear pipeline easement and temporary construction easement
APN 025-520-006 (Quinlan)	For enlargement of an existing permanent water tank easement, and new temporary construction easement
APN 025-200-001 (Nino)	For a permanent linear pipeline easement and temporary construction easement.
APN 025-200-050 (Tres Pinos School)	For a permanent linear pipeline easement and temporary construction easement
APN 025-200-052 & 053 (Tres Pinos School)	For a permanent linear pipeline easement and temporary construction easement
APN 022-300-036 (Turturici)	For a permanent linear pipeline easement and construction easement
TEMPORARY CONSTRUCTION EASEMENT	
APN 025-310-001 (Lee-Harbern Way)	Construction easement
OPTIONAL TEMPORARY CONSTRUCTION EASEMENT	
APN 022-310-080 (Carpenedo)	Private Pipeline and potential storage tank construction

The appraisals will be used to assist the District in negotiations to acquire easements for the construction, operation and maintenance of water pipelines and a water storage tank in accordance with all California laws.

The appraisals will be reported in a narrative Appraisal Report format, including the investigation, data, and analysis supporting our conclusion. It will be prepared in conformance with and subject to the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute, which fully incorporate the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation and applicable laws.



BRI utilizes Valcre Appraisal Software to seamlessly track and manage all project related aspects of the appraisal reports, across multiple appraisers.

- Consistency
- Accuracy
- Efficiency/Fast Delivery
- Highest Quality Appraisal Reports

PROJECT UNDERSTANDING AND APPROACH

APPRAISAL WORK PLAN

NOTICE OF DECISION TO APPRAISE

BRI will develop the Notice of Decision to Appraise (NODA) letter, and upon approval of the District's Project Manager, BRI will send the NODAs to the property owners of record.

PROPERTY INSPECTION

BRI will meet with the property owner and make a personal inspection of the subject parcel(s) to be appraised, including all improvements, structures, appurtenances, or other elements of value.

RESEARCH, DATA COLLECTION, PROPERTY DESCRIPTION

BRI will perform an investigation and analysis of the subject's market area, as well as the entire regional area, for social, economic, governmental, and environmental forces and trends that affect or could influence property values.

DOCUMENT REVIEW

All project documents, including plat maps and legal descriptions, aerial mapping, construction plans, etc. will be thoroughly examined.

DATA ANALYSIS

The subject, market, and other relevant data will then be analyzed for the purpose of providing an opinion of the defined value for the subject property. All economic forces and factors are considered in arriving at the highest and best use and valuation of the subject property. The conclusion dictates the appropriate comparable data that is used in valuing the property.

VALUATION APPROACHES

Following the highest and best use determination, the applicable valuation approaches are determined and applied. The typical valuation approaches include the Sales Comparison, Income and Cost Approaches. One or more of these approaches may be applicable depending upon the unique valuation situation and property type.

VALUATION OF THE PROPOSED PARTIAL ACQUISITIONS

For right of way appraisal projects, once the larger parcel value is determined, the value of the proposed acquisitions and any damages due to the project will be valued. In the case of easements, BRI will provide a percentage of fee value, which may differ depending on the easement type and easement deed language. *For example, the large storage tank acquisitions will have a higher percentage of value relative to underground water lines. The values will also include any curative work needed after the project is completed.*

PROJECT UNDERSTANDING AND APPROACH

RECONCILIATION

In the final reconciliation process, BRI will reexamine the entire appraisal to confirm consistent application of the approaches applied, the highest and best use conclusions upon which each approach is based, the defined value indicated by each approach, and the real property interests being appraised. BRI will reconcile the various value indications provided by the approaches into a specific dollar value or a range of value opinion. Typically, a specific dollar value is opined.

APPRAISAL REPORT

Following application of the previous steps, BRI will prepare a USPAP compliant appraisal report that meets all applicable laws, including the California Code of Civil Procedure and the Uniform Relocation Assistance and Real Property Acquisition Policies, Caltrans standards and the District's requirements, given the property types and assignment.

Deliverables: Two (2) complete copies of the separate Appraisal Report for each site in hard copy form and a flash drive with the separate electronic Appraisal Reports, including an Appraisal Summary Statement.

To meet the delivery timing, we request the District provide the following items for each property at the time of award:

- Any environmental reports in your possession;
- Information on any offers to purchase the property, whether solicited or unsolicited;
- Mapping and Construction Plans;
- A preliminary title report; and
- Anything else that should be considered in the report.

APPRAISAL DIFFERENTIATORS

WE ARE MOBILE AND AGILE. With a veritable army of appraisers and real estate professionals, we can meet or exceed the District's delivery deadlines.

WE KNOW THE PROJECT AREA. BRI has extensive and diverse experience appraising properties in throughout Santa Cruz, Monterey and San Benito Counties.

WE KNOW WATER. BRI is the go-to firm delivering appraisal services for the development and delivery of water and wastewater management projects. We are currently working with thirty-six (36) other water districts throughout the state.

WE HAVE SEEN IT ALL. BRI is experienced with providing appraisals for commercial, industrial, single family and multi-family residences, vacant land, leases, condemnation, special use properties, easements, affordable housing, surplus land, and disposition, among other real estate needs.

WE DELIVER. In 2024, BRI Delivered **399** appraisal reports, which equates to over **33** reports per month. In that same timeframe, we also delivered **56** memorandums of appraisal updates, **40** waiver valuations, and **32** review appraisals.

RELEVANT EXPERIENCE

DAVID HOUGHTON, MAI – APPRAISAL MANAGER

18 YEARS OF EXPERIENCE, 10 WITH BRI

David has seen it all in appraisal for public projects—he knows how it got there and what it’s worth. He currently oversees the BRI appraisal team and provides appraisal services for many property types, including improved owner-user and income-producing properties, speculative land, development land, agricultural land, and residential estate properties across California. David approaches every appraisal with the brevity, integrity, and nuance required when putting a price on someone’s property and livelihood.

Responsibilities:

- Provide oversight and quality control of the day-to-day appraisal team and documents.
- Developing correction and/or mitigation strategies for budget/ schedule issues.
- Monitor schedules and enforce deadlines, ensuring deliverables for each appraisal.
- Client communication.

ANGELA HERNANDEZ, MAI, AI-GRS, R/W-AC – LEAD APPRAISER

11 YEARS OF EXPERIENCE, 4 WITH BRI

Angela’s experience in real estate appraisal involves a wide range of property types such as complex residential properties, retail properties, industrial warehouses, flex uses, and single-family residential subdivisions. Additionally, Angela specializes in eminent domain appraisals involving various property types and situations throughout California. Former Sacramento Branch Chair for the Norther California Chapter of the Appraisal Institute and frequent educational presenter, Angela is intimately familiar with the standards and practices on the appraisal industry as it evolves.

Responsibilities:

- Make a site visit to the project site to clarify, modify, and refine the tasks to be completed. Maintain a diary entry of notifications and contacts.
- Oversee market research relating to each impacted property type.
- Oversee the development of a complete narrative appraisal containing all recognized standards for public acquisition.

“The team’s comprehensive range of services along with their unwavering commitment to excellence has played a significant role in the success of our projects. Therefore, I strongly recommend their services.”

Kelle Adair, Appraisal Senior Right of Way Agent
Department of Water Resources | Real Estate Branch, Appraisal Unit

- **KEY BRI STAFF**
- **OTHER BRI STAFF**
- **PROJECT COORDINATION**



David Houghton, MAI
Appraisal Manager



Angela Hernandez, MAI,
AI-GRS, R/W-AC
Lead Appraiser

APPRAISAL STAFF:

David Wraa, MAI, ARA, AI-GRS
Rebecca Frederick, SRA
Tom Leonard
Craig Strawmier, MAI, AI-GRS
Lawrence Clark

PROJECT COORDINATION:

Taylor Newell, CA Real Estate
Salesperson

RESEARCH DEPARTMENT:

Robert Sandle
Rob Reid
Alysia Corey
Daniel Sellery
Lisa Besso
Jason Gollmer
Nicholas Maniscalco
Kathy Russick
Ted Libby
Jeff Godbold

DAVID HOUGHTON



David has seen it all in appraisal - he knows how it got there and what it's worth. He currently oversees the BRI appraisal team and provides appraisal services for many property types, including improved owner-user and income-producing properties, as well as speculative land, development land, agricultural land and residential estate properties across California. David always approaches an appraisal with the understanding that we are talking about someone's livelihood, putting a price on part of who they are, and David approaches that with all due brevity and integrity.

APPRAISAL MANAGER, MAI

18 Years of Experience
10 Years with BRI

EDUCATION

B.S. Business Management,
University of Phoenix

REGISTRATIONS

MAI Member, Appraisal
Institute

Certified General Real Estate
Appraiser, AG 039402

AFFILIATIONS

Appraisal Institute (AI),
Sacramento Sierra Chapter

SPECIAL QUALIFICATIONS

- Overseen the delivery of all agency appraisal assignments throughout California
- Water supply, water storage, wastewater and flood/levee protection expert

REPRESENTATIVE PROJECT EXPERIENCE

California Department of Water Resources (DWR) Marysville Ring Levee Project, Yuba County, CA: Lead Appraiser, 15-20 impacted parcels, 7.5-mile multi-phase levee project, multi-agency coordination & oversight, full service right of way

Friant Water Authority Friant-Kern Canal Middle Reach Capacity Correction Project, Kern County, CA: Lead Appraiser, 32 impacted parcels, full service right of way

California Department of Water Resources (DWR) Yolo Bypass Salmonid Habitat Restoration & Fish Passage Project, Yolo County, CA: Lead Appraiser, 45 appraisal products, full service right of way

Sacramento Suburban Water District On-Call Real Estate Services Contract, Sacramento County, CA: Appraisal Manager, 28 task orders completed or in progress, 26 appraisal products, full service right of way

San Bernardino County Transportation Authority West Valley Connector Bus Rapid Transit (BRT) Project, Segment 2, San Bernardino County, CA: Appraisal Manager, 39 appraisal products, full service right of way, Caltrans oversight

El Dorado Irrigation District El Dorado Hills Waste Water Facility Project, El Dorado County, CA: Lead Appraiser, 1 appraisal product/impacted parcel, appraisal services

San Joaquin Area Flood Control Agency Lower San Joaquin River Levee Improvement Project, San Joaquin County, CA: Appraisal Manager, 2 appraisal products so far, multiple reach levee project, full service right of way, DWR & USACE oversight

San Diego Association of Governments Inland Rail Trail Project, San Diego County, CA: Lead Appraiser, 57 appraisal products, full service right of way

Otay Water District North Proctor Waterline Project, San Diego County, CA: Appraisal Manager, 6 appraisal products

ANGELA HERNANDEZ



Angela's experience in real estate appraisal involves a wide range of property types such as market rate apartments, low-income housing with various funding sources, single-family residential properties, retail properties, industrial warehouses, flex uses, and single-family residential subdivisions. Angela also specializes in eminent domain appraisals involving various property types and situations throughout California. Most recently, Angela has completed appraisals for the Metropolitan Water District of Southern California, Eastern Municipal Water District and the Department of Water Resources.

APPRAISAL MANAGER, MAI, AI-GRS, R/W-AC

11 Years of Experience
4 Years with BRI

EDUCATION

B.S. Psychology (Honors),
University of Phoenix,
Phoenix, AZ

REGISTRATIONS

MAI, AI-GRS, Appraisal
Institute
R/W-AC, International Right of
Way Association
Certified General Real Estate
Appraiser, AG 3005070

AFFILIATIONS

Appraisal Institute (AI),
Northern CA Chapter
Executive Board
(2022-Present)
Association of Latino
Professionals for America

SPECIAL QUALIFICATIONS

- Bilingual - English/Spanish
- Intimate knowledge of nuances specific to appraising properties in the project area

REPRESENTATIVE PROJECT EXPERIENCE

County of Los Angeles, On-Call Appraisal Services for Federally Funded and Non-Federally Funded Projects: Lead Appraiser, thirty (30) task orders, eighty (80) appraisal products

Metropolitan Water District of Southern California, On-Call Appraisal and Real Estate Services: Lead Appraiser, ten (10) task orders, fifty (50) appraisal products

County of Los Angeles East Los Angeles Road Improvement Project, Los Angeles County, CA: Lead Appraiser, 21 appraisal products, accelerated project schedule

San Bernardino County Transportation Authority US 395 Widening Project, San Bernardino County, CA: Lead Appraiser, 34 appraisal products, accelerated project schedule, Caltrans oversight

City of Fontana On-Call Engineering Services, San Bernardino County, CA: Lead Appraiser, 4 task orders completed, accelerated timeline

City of Rancho Cordova White Rock Road Widening Project – Phase 3, Sacramento County, CA: Lead Appraiser, 3 appraisal products, full service right of way, Caltrans oversight

City of Folsom Natoma Alley Sewer Rehabilitation Project, Sacramento County, CA: Lead Appraiser, 6 impacted parcels, 7 appraisal products, full service right of way

El Dorado Irrigation District Sly Park Intertie Improvement Project, El Dorado County, CA: Lead Appraiser, 20 appraisal products, full service right of way, accelerate project schedule

San Bernardino County Transportation Authority West Valley Connector Bus Rapid Transit (BRT) Project, Segment 2, San Bernardino County, CA: Lead Appraiser, 39 appraisal products, full service right of way, Caltrans oversight

RELEVANT EXPERIENCE



Representative Water & Flood Projects	Project Management	Water, Sewer or Levee Project	Grant / Federal Funding	Appraisal Services	75 + Impacted Parcels	Complex Project Impacts
California Department of Water Resources, California Aqueduct Subsidence Project	X	X	X	X	X	X
Delta Conveyance Design and Construction Authority, Delta Conveyance Project	X	X	X	X	X	X
Marysville Levee District, USACE & CVFPB Marysville Ring Levee Project	X	X	X	X		X
Friant Water Authority Friant-Kern Canal Middle Reach Capacity Correction Project	X	X	X	X		X
San Joaquin Area Flood Control Agency, Lower San Joaquin River Levee Improvement Project	X	X	X	X	X	X
Three Rivers Levee Improvement Authority, Levee Projects - Multiple	X	X		X	X	X
El Dorado Irrigation District Sly Park, Intertie Improvements Project	X	X		X	X	X
Sacramento Area Sewer District, Harvest Water Project	X	X	X	X		X
Sacramento Suburban Water District, Well Site Acquisition Program	X	X		X	X	X
Citrus Heights Water District, District-Wide Easement Project	X	X		X	X	
Sutter Butte Flood Control Agency, Feather River West Levee Project	X	X	X	X	X	X

PROJECT MANAGER / LEAD APPRAISER

TYPE OF LICENSE/ACCREDITATION	LICENSE #	EXPIRATION	STAFF NAME
CA Certified General Appraiser	AG 3024669	12/26/2025	David Houghton
MAI Member - Appraisal Institute	N/A	N/A	David Houghton
CA Certified General Appraiser	AG 3005070	1/21/2026	Angela Hernandez
MAI Member - Appraisal Institute	N/A	N/A	Angela Hernandez
Right of Way - Appraisal Certified	N/A	8/4/2028	Angela Hernandez
AI-GRS Member - Appraisal Institute	N/A	N/A	Angela Hernandez



CONFLICT OF INTEREST STATEMENT

BRI has no financial, business, or other relationship with the District that may have an impact upon the outcome of this contract.

COMMENTS ON OR REQUESTED CHANGES TO CONTRACT

BRI has thoroughly reviewed the District's standard professional services agreement, and we do not have any objections to the standard contract language.

WORK SCHEDULE

BRI will deliver the final appraisal reports no later than May 16, 2025.

COST PROPOSAL

TOTAL ALL-INCLUSIVE NOT-TO-EXCEED MAXIMUM PRICE

FEE PROPOSAL - APPRAISAL SERVICES	
APN 020-330-007 (Mota)	\$4,000
APN 025-520-006 (Quinlan)	\$4,500
APN 025-200-001 (Nino)	\$4,500
APN 025-200-050 (Tres Pinos School)	\$4,000
APN 025-200-052 & 053 (Tres Pinos School)	\$4,000
APN 022-300-036 (Turturici)	\$4,000
APN 025-310-001 (Lee)	\$3,800
APN 022-310-080 (Carpenedo)	\$3,800
TOTAL NOT TO EXCEED	\$32,600

MANNER OF PAYMENT

BRI understands that payment will be made within thirty (30) days of the delivery of the appraisals.

THANK YOU FOR YOUR CONSIDERATION!

For assistance, please contact:

Bender Rosenthal | 916.978.4900 | www.benderrosenthal.com

BRI

BENDER ROSENTHAL INC.