



Sunnyslope County Water District

BOARD OF DIRECTORS

REGULAR MEETING

District Office Board Room/Teleconference



3570 Airline Hwy., Hollister, CA

NOTICE & AGENDA

APRIL 22, 2025

Regularly Scheduled Board Meeting - 5:15PM

Closed Session to Precede the Regular Session – 4:30PM

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 @ 4:30PM

C. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS:

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

- i.** SW Voter Registration Education Project vs. SSCWD
CU-24-00329 – *Shenkman & Hughes, PC*
- ii.** CAIC vs. City of Hollister, Sunnyslope County Water District, CL-25-00161
- iii.** Joseph Vallejo, Victor Espericueta, and Christopher Jones v. the Neil Jones Food Company dba San Benito Foods (5:24-cv-06835-VKD, Federal District Court, North District of California)

REGULAR SESSION @ 5:15PM

D. PLEDGE OF ALLEGIANCE

E. REPORT IN OPEN SESSION ACTION TAKEN IN CLOSED SESSION

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

- i.** REPORT - SW Voter Registration Education Project vs. SSCWD
CU-24-00329 – *Shenkman & Hughes, PC*
- ii.** REPORT - CAIC vs. City of Hollister, Sunnyslope County Water District, CL-25-00161
- iii.** REPORT - Joseph Vallejo, Victor Espericueta, and Christopher Jones v. the Neil Jones Food Company dba San Benito Foods (5:24-cv-06835-VKD, Federal District Court, North District of California)

- 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
 - Regular Board Meeting – March 25, 2025 (page 1)
 - Special Board Meeting – April 15, 2025 (page 8)
 2. Receive and Accept Allowance of Claims for Disbursements from March 1, 2025, Through March 31, 2025. (page 10)
 3. Receive and Accept Engineering Services Monthly Status Report (page 14)
 4. Receive and Accept Finance Manager Monthly Status Reports:
 - a) Narrative Report (page 16)
 - b) Operation Summary (page 24)
 - c) Statement of Income (page 28)
 - d) Investment Summary (page 30)
 - e) Board Designated Reserves (page 31)

5. Receive and Accept Superintendent Monthly Status Reports:
 - a) Maintenance (page 32)
 - b) City Meter Reading (page 39)
 - c) Groundwater Level Measurement (page 40)
6. Receive and Accept General Manager Monthly Status Report. (page 41)

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 And Direction Regarding The Preferred Election Division Map (Not A Project Under CEQA Per Article 20, Section 15061(b)(3)). (page 43)
2. Consider Adopting Resolution No. 609 Proclaiming May 2025, As “Water Awareness Month” (Not A Project Under CEQA Per Article 20, Section 15378). (page 44)
3. Consider Authorizing The President To Sign The Agreement For Water Facilities And Service For The Willow Landing Development. (EIR Certified By City Of Hollister). (Page 47)
4. DRAFT Agreement Between The Sunnyslope County Water District And The County Of San Benito Regarding The Urban Community Drought Relief Grant, Agreement No. 4600015432 – For Board Discussion Only. (Page 63)
5. Resolution No. 610 To Adopt Divisions For By-Director-Division Elections (Not A Project Under CEQA Per Article 20, Section 15061(b)(3)). (page 69)

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 Held 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 – May 20, 2025 @ 5:15 p.m., District Office

AGENDA DEADLINE: May 14th @ 12:00 p.m.

Future Scheduled Committee Meetings

Water Resources Association of San Benito County – June 5th, 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
Regular Meeting of the Board of Directors
of the
SUNNYSLOPE COUNTY WATER DISTRICT
March 25th, 2025

A. CALL TO ORDER: The meeting was called to order at 5:03 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 Edward Mauro (EM), Director Dee Brown (DB).

Present remotely via video-conference: Director Orlando Martinez (OM).

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

President Alcorn retired to closed session at 5:04 p.m. and upon returning to the regular session, moved to take a brief recess at 5:15 p.m. Director Orlando Martinez, citing illness, respectfully requested to conclude his participation via Zoom. The meeting was reconvened to open session at 5:17 p.m.

D. PLEDGE OF ALLEGIANCE: Director Brown 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. *CAIC vs. City of Hollister, Sunnyslope County Water District, CL-25-00161-*
District counsel Michael Laredo provided a status report, no reportable action was taken.

F. APPROVAL OF AGENDA: President Alcorn requested a motion to approve the agenda. Director Brown motioned to approve the agenda, seconded by Director Mauro, for which President Alcorn took a roll call vote as follows: (EM), yes; (DB), yes; (JB), yes; and (MA), 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-1, but no public comments were received.

Staff Present for Open Session: In Person: General Manager/Secretary Drew Lander, Assistant Finance Manager Dana Sullivan, Water/Wastewater Superintendent Jose Rodriguez.

H. CONSENT AGENDA:

1. Approval of Minutes for:
 - a. Special Board Meeting of February 13th, 2025
 - b. Regular Board Meeting of February 25th, 2025

2. Allowance of Claims – The Board reviewed the Disbursement Summary (below) for the period of February 1, 2025 through February 28, 2025, totaling \$1,621,541.79 includes \$374,331.50 for payments to vendors, \$304,807.34 for Payroll, and \$494,148.15 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>
2/4/2025	53435	Mission Uniform Service	505.90
2/4/2025	53441	USA Blue Book	914.15
2/4/2025	53436	San Benito County Water District	446,748.38
2/4/2025	53431	Hach Company	1,676.10
2/4/2025	53432	InfoSend	898.36
2/4/2025	53423	ACC Business	1,331.84
2/4/2025	53443	Veolia Water Technologies, Inc.	1,147.55
2/4/2025	53439	Simplot Grower Solutions	1,338.25
2/4/2025	53438	San Benito Tire Pros & Automotive	720.27
2/4/2025	53424	ACWA/JPIA	11,867.71
2/4/2025	53426	Amazon Capital Services	293.56
2/4/2025	53440	Transene Company Inc (Shape Products)	163.73
2/4/2025	53428	Enterprise Electrical Services	265.00
2/4/2025	53425	Agile Occupational Medicine, PC	85.00
2/4/2025	53427	Central Ag Supply LLC	1,159.30
2/4/2025	53429	Fastenal Company	113.85
2/4/2025	53430	Frisch Engineering Inc.	630.00
2/4/2025	53442	UWUA Local 820	692.40
2/4/2025	53434	Mid Valley Supply	280.93
2/4/2025	53433	Mc Master-Carr	165.20
2/4/2025	ACH3054	P G & E	23,613.03
2/4/2025	53447	KARL & MARY BOUDER	1,316.92
2/5/2025	ACH3055	Principal	5,753.15
2/6/2025	JN00747	Total Tax	19,732.60
2/6/2025	JN00747	Net Pay	80,969.99
2/10/2025	53460	Mission Uniform Service	453.37
2/10/2025	53448	Ace Hardware (Johnson Lumber Co.)	114.59
2/10/2025	53450	Brenntag Pacific, Inc.	12,319.51
2/10/2025	53468	USA Blue Book	235.09
2/10/2025	53465	San Benito County Water District	189.50
2/10/2025	53466	Toro Petroleum Corp.	1,845.52
2/10/2025	53451	Brigantino Irrigation	137.04
2/10/2025	53456	Hach Company	408.22
2/10/2025	53455	Ferguson Enterprises, Inc.	253.18
2/10/2025	53453	City of Hollister-Finance Dept	494,148.15
2/10/2025	53467	U.S. Bank Corporate Payment Systems	1,169.39
2/10/2025	53457	Harrington Industrial Plastics LLC	196.93
2/10/2025	53454	Clean Brothers	150.00
2/10/2025	53469	Wallace Group	57,854.06
2/10/2025	53459	Metropolitan Compounds Inc	2,078.56
2/10/2025	53449	Amazon Capital Services	275.01
2/10/2025	53464	Recology San Benito County	357.64
2/10/2025	53461	Motion Industries, Inc.	337.55
2/10/2025	53458	Judy's Gifts & Awards	81.19
2/10/2025	53462	O'Reilly Auto Parts	60.00
2/10/2025	53463	Postal Graphics	18.01
2/10/2025	53452	Calcon System, Inc.	1,946.50

2/11/2025	ACH3056	iCloud	13,615.46
2/12/2025	ACH3057	Colonial Life	2,288.16
2/14/2025	ACH3059	CalPERS - Retirement	291.50
2/14/2025	ACH3061	CalPERS - Retirement	4,953.25
2/14/2025	ACH3062	CalPERS - Retirement	8,419.06
2/14/2025	ACH3064	CalPERS - Retirement	10,607.37
2/14/2025	ACH3058	CalPERS - Retirement	162.18
2/14/2025	53480	Mission Uniform Service	505.90
2/14/2025	53470	Ace Hardware (Johnson Lumber Co.)	45.83
2/14/2025	53472	Brenntag Pacific, Inc.	39,130.88
2/14/2025	ACH3063	Nationwide Retirements Solutions	9,448.85
2/14/2025	53476	Hach Company	328.00
2/14/2025	53475	Ferguson Enterprises, Inc.	52.06
2/14/2025	53478	Iconix Waterworks (US) Inc.	1,129.21
2/14/2025	53481	PACE Supply Corp	83,101.02
2/14/2025	53483	Quinn Company	1,707.55
2/14/2025	53477	ICON Cloud Solutions, LLC	291.46
2/14/2025	53471	Amazon Capital Services	117.83
2/14/2025	53474	CM Analytical, Inc.	15,147.00
2/14/2025	53479	J & J Air Conditioning	557.78
2/14/2025	53484	Trans Union LLC	200.56
2/14/2025	53482	Postal Graphics	41.69
2/14/2025	53473	Calcon System, Inc.	950.00
2/14/2025	ACH3060	ADP	2,347.25
2/20/2025	JN00748	Total Tax	19,050.05
2/20/2025	JN00748	Net Pay	77,437.30
2/21/2025	ACH3066	CalPERS - Retirement	8,330.27
2/21/2025	ACH3065	CalPERS - Retirement	162.18
2/21/2025	ACH3068	CalPERS - Retirement	10,640.13
2/21/2025	ACH3067	Nationwide Retirements Solutions	9,448.84
2/21/2025	ACH3069	CalPERS - Health Insurance	37,112.46
2/25/2025	53513	Mission Uniform Service	453.37
2/25/2025	53498	Ace Hardware (Johnson Lumber Co.)	470.86
2/25/2025	53500	Brenntag Pacific, Inc.	31,561.67
2/25/2025	53520	USA Blue Book	257.65
2/25/2025	53518	Toro Petroleum Corp.	2,745.20
2/25/2025	53506	Hollister Auto Parts, Inc.	9.82
2/25/2025	53509	John Smith Road Landfill	968.01
2/25/2025	53517	State Water Resources Control Board-DWOCP	105.00
2/25/2025	53507	InfoSend	3,937.45
2/25/2025	53499	Amazon Capital Services	561.30
2/25/2025	53501	Central Ag Supply LLC	665.33
2/25/2025	53502	De Lay & Laredo	2,671.00
2/25/2025	53504	exceedio	3,993.18
2/25/2025	53519	Tyler Technologies, Inc.	599.09
2/25/2025	53503	Enterprise Electrical Services	430.00
2/25/2025	53497	A-1 Services	504.00
2/25/2025	53515	R&S Erection of Monterey Bay, Inc.	379.00
2/25/2025	53510	Luis M. Vasquez-Herrera	213.03
2/25/2025	53505	Green Line	2,110.00
2/25/2025	53516	Sharp Engineering and Construction, Inc.	11,400.00
2/25/2025	53508	Interstate Battery System of San Jose Inc	164.32
2/25/2025	53514	O'Reilly Auto Parts	80.75

2/25/2025	53511	Mark Nicholson, Inc.	22,344.50
2/25/2025	53512	Mc Master-Carr	47.70
2/26/2025	ACH3070	ADP	236.30
2/28/2025	JN00749	Total Tax	-19,050.05
2/28/2025	JN00750	Total Tax	19,050.05
2/28/2025	JN00749	Net Pay	-77,437.30
2/28/2025	JN00750	Net Pay	77,437.30

-\$1,621,541.79

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.

Director Buzzetta requested to pull items H3 and H5 to staff reports to facilitate questions and clarification. GM Lander responded to Director Buzzetta’s requested clarification on the engineer’s report, and on the Superintendent’s report. President Alcorn then asked for public comment and upon receiving none, President Alcorn 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 President Alcorn then took a roll call vote as follows: (EM), yes; (DB), yes; (JB), yes; and (MA) 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, to facilitate community input on the formation of potential Board election divisions. Mr. Johnson delivered a comprehensive presentation outlining the districting process and the legal obligations under the California Voting Rights Act (CVRA). He discussed the distinctions between election systems, the potential legal and financial consequences of failing to adopt by-district elections, and the statutory criteria for drawing district boundaries. The presentation also reviewed key demographic data for the District—such as population, language, income, and voter turnout—and highlighted the vital role of public input in identifying communities of interest to ensure equitable representation. This hearing represented the second of at least four public meetings required prior to the adoption of a final district map.

Upon concluding his presentation, Mr. Johnson invited the Board to share any questions or input they might have regarding the redistricting process, thoughtfully underscoring that the Board would be presented with multiple draft maps for consideration. President Alcorn then called for public comment; receiving none, he proceeded to open the floor to comments and questions from the Board of Directors. As no comments or inquiries were raised, President Alcorn expressed his gratitude to Mr. Johnson for the informative presentation. This item was presented as part of a public hearing and did not require a motion.

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).

General Manager Lander introduced the item and provided a detailed overview of the Statewide Community Infrastructure Program (SCIP), which is administered by the California Statewide Communities Development Authority (CSCDA). Mr. James Hamill, Managing Director of CSCDA, was present via Zoom and available to address any questions or provide further clarification as requested by the Board. Mr. Lander noted that the required public notice for this hearing was duly published in the *Hollister Free Lance* on March 14, 2025, in accordance with statutory requirements. Mr. Lander outlined the various advantages of the District's participation in SCIP, including enhanced access to tax-exempt financing for property owners, accelerated collection of development-related revenues, and the assurance that the District incurs no financial liability under the program. He emphasized that SCIP provides a valuable financing tool to support infrastructure needs associated with new development while minimizing administrative burden on the District.

President Alcorn opened the floor for public comment. Mr. Bill Lee, a local developer, expressed his support for the District's participation in the program and commended the initiative. Following public comment, President Alcorn invited comments or questions from the Board. Director Buzzetta inquired about any potential risks to the District in joining SCIP. Mr. Hamill confirmed that participation in the program poses no financial risk to the District and District counsel Michael Laredo confirmed this information. With no further questions or discussion from the Board, President Alcorn requested a motion on the item. Director Brown made a motion to approve Resolution No. 608, authorization to join the Statewide Community Infrastructure Program ("SCIP"). This motion was seconded by Director Buzzetta for which President Alcorn then took a roll call vote as follows: (EM), yes; (DB), yes; (JB), yes; and (MA), yes; the motion passes 4-0 with 1 absence.

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).

General Manager Lander presented the item, offering background on the evolution of the project scope. This item seeks authorization to enter into a contract for critical SCADA system enhancements that will enable remote control and monitoring of the newly established "Foxhill Zone"—a key component in ensuring the efficient and reliable operation of the consolidated water system. While the District will be responsible for funding this portion of the project, the associated expenditure will serve as eligible matching funds toward the grant requirements tied to the consolidation effort, thereby advancing both fiscal responsibility and regulatory compliance.

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 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. This motion was seconded by Director Buzzetta for which President Alcorn then took a roll call vote as follows: (EM), yes; (DB), yes; (JB), yes; and (MA), yes; the motion passes 4-0 with 1 absence.

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

General Manager Lander presented the Sewer System Management Plan (SSMP) Update 2025 for review and approval, in compliance with the requirements set forth by the California State Water Resource Control Board. General Manager Lander invited questions from the Board and provided responses to inquiries from Directors seeking clarification on the District's long-term objectives and strategic direction.

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 approve the Sewer System Management Plan Update 2025. This motion was seconded by Director Brown for which President Alcorn then took a roll call vote as follows: (EM), yes; (DB), yes; (JB), yes; and (MA), yes; the motion passes 4-0 with 1 absence.

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).

General Manager Lander presented the item to the Board as part of the continued expansion of the West of Fairview subdivision. The project has previously received environmental clearance through an Environmental Impact Report (EIR) approved by the City of Hollister and is now presented to the Board for formal consideration and approval.

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 President to sign the agreement for water facilities and service for the West of Fairview Phase 3 Development. This motion was seconded by Director Mauro for which President Alcorn then took a roll call vote as follows: (EM), yes; (DB), yes; (JB), yes; and (MA), yes; the motion passes 4-0 with 1 absence.

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).

General Manager Lander formally presented the item, noting that in connection with the ongoing consolidation of the Venture Estates, Stonegate, and Tres Pinos water systems, the District is required to secure new easements from private property owners to facilitate the installation of essential infrastructure, including new water pipelines and a storage tank. To advance this process, the District must retain a professional appraiser to determine the fair market value of the affected properties. A request for proposals was issued, resulting in two qualified submissions—from Bender Rosenthal Inc. (BRI) and Carneghi-Nakasako & Associates (CNA). Staff recommended BRI as the preferred consultant.

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 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. This motion was seconded by Director Brown for which President Alcorn then took a roll call vote as follows: (EM), yes; (DB), yes; (JB), yes; and (MA), yes; the motion passes 4-0 with 1 absence.

J. BOARD COMMITTEE and STATUS REPORTS

1. **Governance Committee:** (No Meeting)
2. **Water/Wastewater Committee:** (No Meeting)
3. **Finance Committee:** (No Meeting)
4. **Policy and Procedure Committee:** (No Meeting.)
5. **Personnel Committee:** (No Meeting)
6. **Water Resources Association of San Benito County (WRA):** (Meeting Scheduled April 3rd, 2025)

K. BOARD and STAFF REPORTS

1. **Directors:** No Report.
2. **District Counsel:** No Report.
3. **General Manager:** General Manager Lander provided an update on the ongoing Mega Grant project and outlined the legal considerations associated with grant funding. Additionally, he informed the Board that the district has been closely monitoring potential tariff costs. Mr. Lander also reported that the two electric vans have been delivered and are performing effectively for their intended purposes. Efforts are underway to expand the solar installation and establish charging stations to support the vehicles' needs. Furthermore, Mr. Lander shared that he has been collaborating with Gavilan College on the development of a local water and wastewater internship program. This initiative will allow students pursuing degrees in water to participate in a County-funded internship program with the district.

L. FUTURE AGENDA ITEMS: Old Meter Replacement Project

M. ADJOURNMENT: President Alcorn adjourned the meeting at 6:41 p.m.

APPROVED BY THE BOARD:

Michael H. Alcorn, President

RESPECTFULLY SUBMITTED:

Drew A. Lander, Secretary

MINUTES
Special Meeting of the Board of Directors
of the
SUNNYSLOPE COUNTY WATER DISTRICT
April 15th, 2025

A. CALL TO ORDER: The meeting was called to order at 6:00 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 Edward Mauro (EM), Director Dee Brown (DB), Director Orlando Martinez (OM).

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. *SW Voter Registration Education Project vs. SSCWD CU-24-00329- Shenkman & Hughes, PC*

President Alcorn retired to closed session at 6:00 p.m. and upon returning to the regular session, moved to take a brief recess at 7:00 p.m. The meeting was reconvened to open session at 7:02 p.m.

D. PLEDGE OF ALLEGIANCE: Director Brown 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. *SW Voter Registration Education Project vs. SSCWD CU-24-00329- Shenkman & Hughes, PC* -District counsel Michael Laredo provided a status report, direction was provided by the board and no reportable action was taken.

F. APPROVAL OF AGENDA: President Alcorn requested a motion to approve the agenda. Director Brown motioned to approve the agenda, seconded by Director Mauro, for which President Alcorn took a roll call vote as follows: (EM), yes; (DB), yes; (OM), yes; (JB), yes; and (MA), yes; the motion carried 5-0.

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 the new business item #1, but no public comments were received.

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

H. NEW BUSINESS:

1. **The District Consultant National Demographics Corporation (NDC), Will Present Mapping Proposals Developed Per The Legal Criteria Of The California Voter Rights Act (CVRA) Requirements For The Creation Of 5 – District Zones. Board Members Will Provide NDC With Directions To Finalize The Mapping.**

General Manager Lander introduced Douglas Johnson, President of the National Demographics Corporation (NDC), to facilitate the Board’s review and discussion of four proposed districting maps. Mr. Johnson provided a PowerPoint presentation that summarized key elements previously presented to the Board, including an overview of the districting process and the current status—being in the final stages of map adoption. He then explained the methodology used to develop the four draft trustee-area maps, each prepared in accordance with the requirements of the California Voter Rights Act (CVRA) for the creation of five voting districts. Upon conclusion of the presentation, the Board engaged in a detailed discussion, raising questions concerning community impact, boundary rationale, and demographic representation, all of which were addressed by Mr. Johnson. Board members subsequently offered specific feedback and direction regarding preferred map features and requested that NDC incorporate this input into a revised draft for further consideration.

Following the discussion, and with no public comments received, Director Mauro moved to create a new draft map by combining Sections 1 and 2 from the proposed “Green” map with Sections 3, 4, and 5 from the proposed “Orange” map. The motion was seconded by Director Buzzetta for which President Alcorn then took a roll call vote as follows: (EM), yes; (DB), yes; (OM), yes; (JB), yes; and (MA), yes; the motion passes 5-0.

I. ADJOURNMENT: President Alcorn adjourned the meeting at 7:29 p.m.

APPROVED BY THE BOARD:

Michael H. Alcorn, President

RESPECTFULLY SUBMITTED:

Drew A. Lander, Secretary



Sunnyslope Water District

Disbursement Reports FY 24-25

March 1, 2025 through March 31, 2025

Date	Num	Name	Amount	Type
3/1/2025	JN00780	Net Pay	77,437.30	Payroll
3/1/2025	JN00766	Total Tax	19,050.05	Payroll
3/3/2025	53534	Mission Uniform Service	505.90	Vendors
3/3/2025	53522	Ace Hardware (Johnson Lumber Co.)	161.82	Vendors
3/3/2025	53524	Brenntag Pacific, Inc.	15,393.40	Vendors
3/3/2025	53540	USA Blue Book	549.62	Vendors
3/3/2025	53536	San Benito County Water District	421,390.29	Vendors
3/3/2025	53532	Hach Company	397.28	Vendors
3/3/2025	53531	Grundfos CBS Inc.	9,212.80	Vendors
3/3/2025	53521	ACC Business	1,331.84	Vendors
3/3/2025	53535	Mitch's Certified Classes, Inc	1,400.00	Vendors
3/3/2025	53539	State Water Resources Control Board-DWOCF	60.00	Vendors
3/3/2025	53541	Verizon Wireless	682.09	Vendors
3/3/2025	53523	Amazon Capital Services	213.06	Vendors
3/3/2025	53530	Greenwood Chevrolet	121,540.49	Vendors
3/3/2025	53527	Corbin Willits Systems, Inc. (MOM's)	162.00	Vendors
3/3/2025	53538	State Water Resources Control Board-AFRS J	47,068.40	Vendors
3/3/2025	53533	M Electric	1,337.00	Vendors
3/3/2025	53529	Frisch Engineering Inc.	2,000.00	Vendors
3/3/2025	53526	Calgon Carbon Corporation	71,697.79	Vendors
3/3/2025	53525	Bryan Mailey Electric, Inc	486.69	Vendors
3/3/2025	53528	Filmtec Corporation	1,135.19	Vendors
3/5/2025	ACH3071	Sterling Administration Health	212.00	Payroll
3/7/2025	JN00759	Net Pay	80,207.27	Payroll
3/7/2025	JN00759	Total Tax	19,966.16	Payroll
3/10/2025	53549	City of Hollister-Finance Dept	479,283.03	Hollister
3/10/2025	53555	Mission Uniform Service	453.37	Vendors
3/10/2025	53542	Ace Hardware (Johnson Lumber Co.)	85.69	Vendors
3/10/2025	53547	Brenntag Pacific, Inc.	14,868.11	Vendors
3/10/2025	53561	USA Blue Book	338.89	Vendors
3/10/2025	53560	Toro Petroleum Corp.	1,650.04	Vendors
3/10/2025	53548	Brigantino Irrigation	20.16	Vendors
3/10/2025	53553	Hach Company	687.06	Vendors
3/10/2025	53551	EBCO Pest Control	75.00	Vendors
3/10/2025	53543	Alvin Do	3,100.81	Vendors
3/10/2025	53546	Backflow Apparatus & Valve Co. (BAVCO)	123.60	Vendors
3/10/2025	53559	Simplot Grower Solutions	1,055.45	Vendors
3/10/2025	53550	Clean Brothers	150.00	Vendors
3/10/2025	53556	PACE Supply Corp	2,762.79	Vendors

Disbursement Reports FY 24-25

3/10/2025	53554	Hollister True Value	52.41	Vendors
3/10/2025	53544	Amazon Capital Services	398.59	Vendors
3/10/2025	53557	Quinn Company	862.13	Vendors
3/10/2025	53552	Green Valley Farm Supply, Inc	3,441.97	Vendors
3/10/2025	53558	Recology San Benito County	357.64	Vendors
3/10/2025	53545	American Water Works Assoc. CA-NV Section	135.00	Vendors
3/11/2025	ACH3073	P G & E	12,291.34	Vendors
3/11/2025	ACH3074	iCloud	13,141.75	Vendors
3/12/2025	ACH3078	CalPERS - Retirement	8,468.26	Payroll
3/12/2025	ACH3076	CalPERS - Retirement	291.50	Payroll
3/12/2025	ACH3075	CalPERS - Retirement	162.18	Payroll
3/12/2025	ACH3080	CalPERS - Retirement	10,652.03	Payroll
3/12/2025	ACH3077	CalPERS - Retirement	4,953.25	Payroll
3/12/2025	ACH3079	Nationwide Retirements Solutions	9,448.84	Payroll
3/18/2025	53594	LENNAR HOMES OF CALIFORNIA LLC,	36.21	Customer
3/18/2025	53594	CHARITY LIMPAG, KRYSDYN CABILLOS & M A	115.82	Customer
3/18/2025	53594	KENNETH & KAYCE HALL	232.59	Customer
3/18/2025	53594	J SYLVA/E RODRIGUEZ/A AMARAL CARY	116.07	Customer
3/18/2025	53594	& SARAH VEA	52.70	Customer
3/18/2025	53594	CLIFFORD AULD	169.27	Customer
3/18/2025	53594	MICHELLE DRIMMER	26.00	Customer
3/18/2025	53594	AUGUSTIN & ELIZABETH LLAMAS	44.17	Customer
3/18/2025	53594	MELANIE WILLIAMS & THOMAS TRESCH	86.70	Customer
3/18/2025	ACH3081	Colonial Life	2,288.16	Payroll
3/18/2025	53583	San Benito County Water District-Pumping	13,036.74	San Benito
3/18/2025	53577	Mission Uniform Service	699.63	Vendors
3/18/2025	53563	Ace Hardware (Johnson Lumber Co.)	237.00	Vendors
3/18/2025	53567	Brenntag Pacific, Inc.	46,788.65	Vendors
3/18/2025	53587	USA Blue Book	922.05	Vendors
3/18/2025	53582	San Benito County Water District Brigantino	155.25	Vendors
3/18/2025	53568	Irrigation	88.74	Vendors
3/18/2025	53574	InfoSend	3,932.79	Vendors
3/18/2025	53572	Grainger, Inc.	670.54	Vendors
3/18/2025	53571	EBCO Pest Control	75.00	Vendors
3/18/2025	53564	Alvin Do	171.74	Vendors
3/18/2025	53573	Iconix Waterworks (US) Inc.	20,798.48	Vendors

Disbursement Reports FY 24-25

3/18/2025	53579	Quinn Company	4,615.24	Vendors
3/18/2025	53588	Zoro Tools, Inc.	831.02	Vendors
3/18/2025	53581	Ryan Herco Flow Solutions	481.34	Vendors
3/18/2025	53565	Amazon Capital Services	671.18	Vendors
3/18/2025	53566	Atlas Copco Compressors LLC	274.13	Vendors
3/18/2025	53584	San Benito County-Mosq Abate. Prgm	126.23	Vendors
3/18/2025	53578	Motion Industries, Inc.	5,398.37	Vendors
3/18/2025	53575	Judy's Gifts & Awards	22.73	Vendors
3/18/2025	53569	Central Ag Supply LLC	64.94	Vendors
3/18/2025	53576	MBS Business Systems	816.41	Vendors
3/18/2025	53562	A-1 Services	504.00	Vendors
3/18/2025	53570	David Padilla	85.22	Vendors
3/18/2025	53580	Rexel	110.45	Vendors
3/18/2025	53585	Tecnetics Industries Inc. DBA Tecweigh	2,499.50	Vendors
3/18/2025	53586	Trans Union LLC	200.56	Vendors
3/18/2025	53598	U.S. Bank Corporate Payment Systems	3,643.12	Vendors
3/21/2025	JN00760	Net Pay	81,168.01	Payroll
3/21/2025	JN00760	Total Tax	19,938.65	Payroll
3/21/2025	ACH3082	ADP	2,347.25	Vendors
3/24/2025	ACH3083	Sterling Administration Health	50.40	Payroll
3/24/2025	ACH3084	Sterling Administration Health	212.00	Payroll
3/25/2025	53594	RAMESH NUTULAPATHI & MONIKA PARUC	92.29	Customer
3/25/2025	53594	H PEDRO & JONATHAN DELA CRUZ	131.49	Customer
3/25/2025	53594	ALVAREZ OMAR MOHSSIN	48.12	Customer
3/25/2025	53623	Luis M. Vasquez-Herrera	2,907.70	Payroll
3/25/2025	53616	Mission Uniform Service	453.37	Vendors
3/25/2025	53603	Ace Hardware (Johnson Lumber Co.)	139.28	Vendors
3/25/2025	53605	Brenntag Pacific, Inc.	9,683.64	Vendors
3/25/2025	53620	Toro Petroleum Corp.	1,986.79	Vendors
3/25/2025	53606	Brigantino Irrigation	124.85	Vendors
3/25/2025	53609	Department of Agriculture: County of San Benito	700.00	Vendors
3/25/2025	53613	Hollister Auto Parts, Inc.	166.02	Vendors
3/25/2025	53622	Wright Bros. Indust. Supply	188.54	Vendors
3/25/2025	53618	Ruggeri-Jensen-Azar	10,662.30	Vendors
3/25/2025	53619	State Water Resources Control Brd-WWOPCP	149.00	Vendors
3/25/2025	53608	De Lay & Laredo	2,618.00	Vendors

Disbursement Reports FY 24-25

3/25/2025	53617	New SV Media, Inc. (was So. Valley News.)	286.80	Vendors
3/25/2025	53610	exceedio	5,511.86	Vendors
3/25/2025	53615	Metropolitan Compounds Inc	2,074.42	Vendors
3/25/2025	53602	Abel Alvarez	250.00	Vendors
3/25/2025	53604	Amazon Capital Services	1,039.43	Vendors
3/25/2025	53614	Maggiora Bros. Drilling, Inc.	116.35	Vendors
3/25/2025	53612	Frisch Engineering Inc.	146,458.04	Vendors
3/25/2025	53611	Filmtec Corporation	1,412.85	Vendors
3/25/2025	53621	UWUA Local 820	692.40	Vendors
3/25/2025	53607	Calcon System, Inc.	4,005.54	Vendors
3/27/2025	ACH3087	CalPERS - Retirement	8,257.93	Payroll
3/27/2025	ACH3089	CalPERS - Retirement	10,639.98	Payroll
3/27/2025	ACH3086	CalPERS - Retirement	162.18	Payroll
3/27/2025	ACH3085	Sterling Administration Health Nationwide	32.99	Payroll
3/27/2025	ACH3088	Retirements Solutions CalPERS - Health	9,448.84	Payroll
3/27/2025	ACH3091	Insurance	37,112.46	Payroll
3/27/2025	ACH3090	P G & E	13,422.87	Vendors
3/5/2025	ACH3072	Principal	4,589.77	Payroll
			1953280.48	

S U M M A R Y:

Accounts Payable Paid to:

Vendors	\$1,052,151.37
Payroll - Employee	\$407,657.91
San Benito County	\$13,036.74
City of Hollister for City Billing Collected, Net of Fees	\$479,283.03
Customer Refunds & Returned Checks/ACH	\$1,151.43
Debt & Finance	\$0.00
Total Disbursements	\$1,953,280.48

Staff Report

Agenda Item: **H-3**

DATE: April 16, 2025 (April 22, 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) began construction on the John Smith Road Pipeline the first week of April and are on schedule to complete installation of that water main by mid-May. All the parts and materials for the Well #5 Improvements have been ordered and SCI intends to complete those improvements by early June. Sunnyslope executed a contract with Calcon for PLC and instrumentation electronics and SCADA programming that is required for effective operation of the consolidated Best Road Mutual system. Sunnyslope staff also pressure tested and disinfected the old SBCWD pipeline from Well 5 to Fairview Road which we will be utilizing to supply water from Well 5 to the Foxhill Zone. The annexation of the Best Road Mutual service area into Sunnyslope's boundary is progressing well with LAFCO and expected to be completed on time. Signatures are being collected from all Best Road Mutual's customers indicating that they accept Sunnyslope's rates so that a Prop 218 process is not required.

Venture Estates, Tres Pinos, & Stonegate Mega-Grant Consolidation

Engineering staff have continued to work closely with Wallace Group to progress the plans for the Mega-Grant Consolidation. Wallace Group hired LTEC to conduct pothole investigation of existing buried utilities along the proposed pathway of the new water pipelines. Sunnyslope staff are coordinating with LTEC and the small water systems to locate their existing water pipes and adjust the new pipeline's design to avoid them. For the pipeline segment through the future Fairview Corners Phase 2, RJA is well into the design. Several meetings have been held with them to revise the draft plans and expedite the process to meet the May 31, 2025 deadline. A contract has been executed with BRI for easement appraisals for the several easements that must be acquired from private property owners for the consolidation project. Appraisals are expected to be completed by mid-May at which point Sunnyslope will begin negotiations with owners. Wallace Group will be submitting a grant scope amendment to DWR to allow for upsizing additional pipe through Stonegate due to modeling results which indicate inadequate flow capacity to reliably fill the Stonegate Tank after fire flows or maximum day demands. This could require installing 1 to 2 miles of new pipe in Stonegate and Foxhill Circle. With the annexation of Stonegate and Tres Pinos, some additional properties are being considered for annexation based on currently receiving out-of-boundary service from Tres Pinos Water District, preventing islands within Sunnyslope's boundary, or to better maintain contiguousness of Sunnyslope's boundary.

Annual Emergency Response Training

The Engineering Department updated all the Emergency Response Manuals and conducted the annual training for Maintenance and Operations staff. The Emergency Response Training covers many topics including but not limited to power outages, earthquakes, fires, water main breaks, sewer overflows or spills, chemical spills and handling, heat stroke and illness, basic first aid, safety procedures, and more. A make-up training for staff members who could not attend this training is being scheduled for early June.

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. Sunnyslope has requested bids from contractors to complete the work, with the apparent low bidder being Phoenix Water Solutions for \$388,315. The District is evaluating multiple options and alternatives to see if this expense can be reduced.

Enterprise Lift Station Construction

The electrical control panels for the new Enterprise Lift Station serving the Vista del Calabria development have been completed, delivered, and are being installed and wired up. The site has been fenced, and the emergency backup generator, automatic transfer switch, and ammonium nitrate chemical shed have all been installed. Once all the electrical components are fully wired, 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 May Board Meeting so that the project can be completed by the end of July 2025.

Developments

The Fairview Corners Phase 1, Santana Ranch Phase 10, and West of Fairview Phase 3 developments are preparing to break ground on construction in April or May. 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. 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 being issued their Notice of Completion and Acceptance which starts the 1-year warranty period.

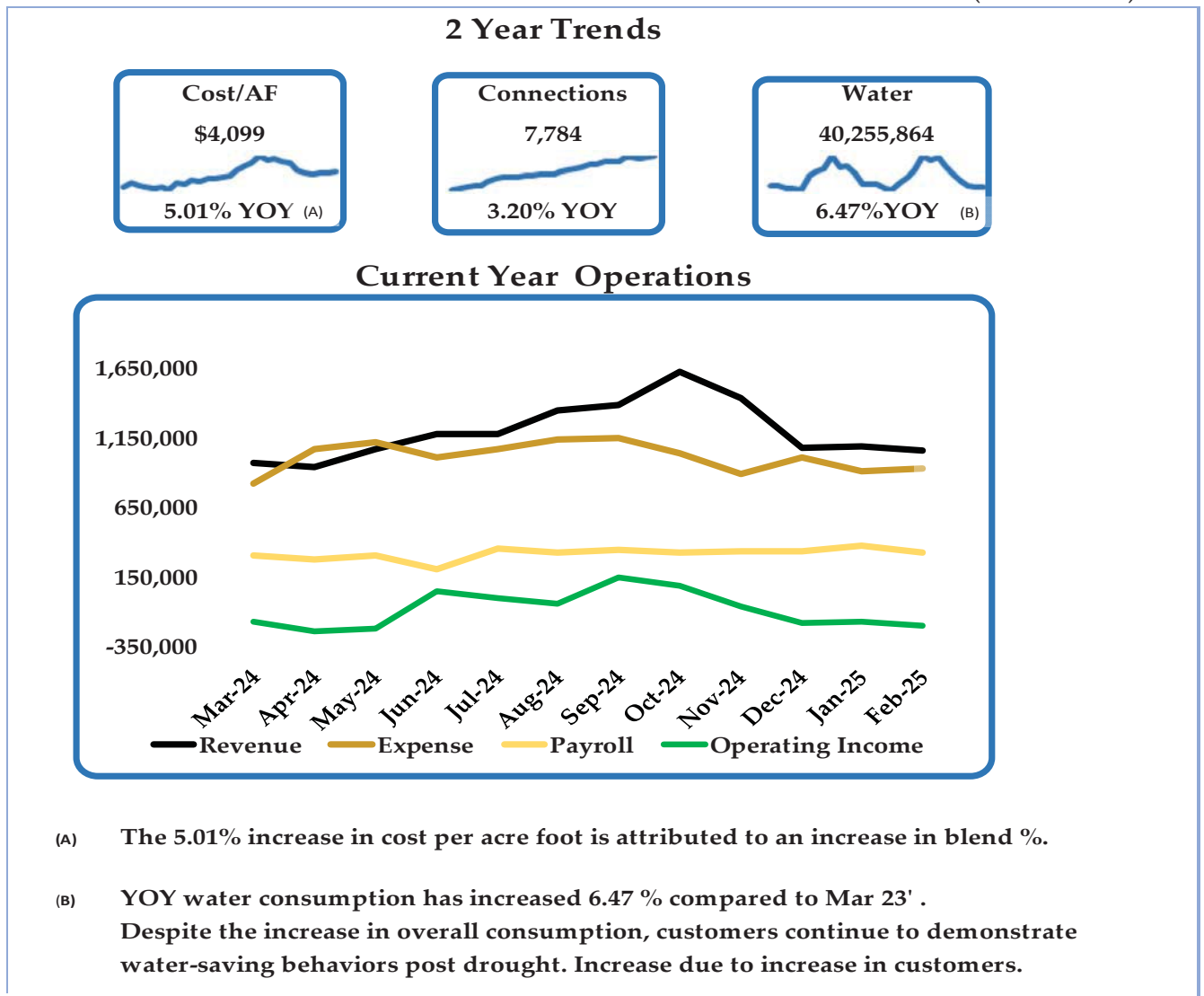
Staff Report

Agenda Item: H - 4

DATE: April 15, 2025 (April 22, 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

(March 2025)



OPERATIONS SUMMARY

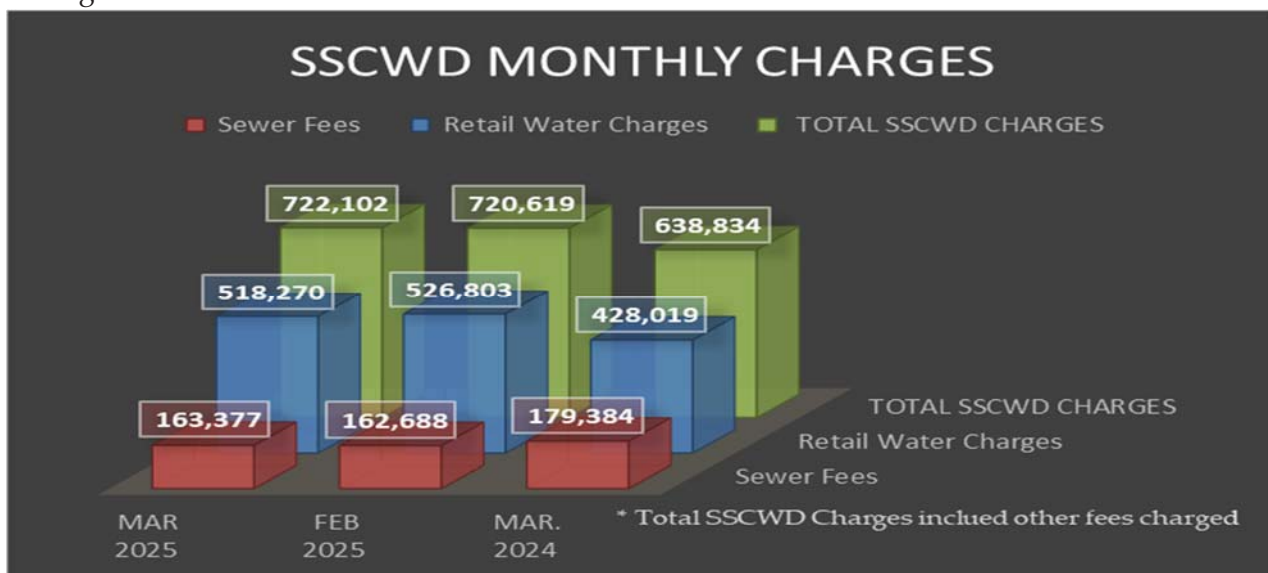
(March 2025)

In March 2025, the District added 29 new water connections from home developments, bringing the total number of new development connections to 141 for the fiscal year 2024-2025. As of March 2025, the District served 7,784 active customers, with 6,097 utilizing online services and electronic payments.

Financially, year-to-date revenue for FY 2024-2025 stands at \$8.326 million. Receivables from operations total \$1.4 million, with a past due portion of 2.93%—the lowest in the past five 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 \$210k and \$33.5k, respectively.

Year-to-date water consumption has increased by 5.1%, rising from 598 million gallons to 628 million gallons compared to the same period last year. While customers continue to demonstrate water-conserving behaviors, the overall increase in demand is primarily driven by a growing customer base. 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

(March 2025)

The District's year-to-date (YTD) financial performance for fiscal year 2024-2025 shows a net operating loss of \$(601k), a significant improvement from the \$(1.4m) loss in the same period the previous year. This positive change is primarily attributed to several key factors:

- **Operational Efficiency:** Lower blend percentages YTD 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 higher revenues.

Customer Growth and Consumption: The rise in the number of customers has directly contributed to higher overall water consumption, which in turn has positively impacted revenue.

The District anticipates higher blend percentages during the winter months to combat salinity levels at the wastewater facility. 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

(March 2025)

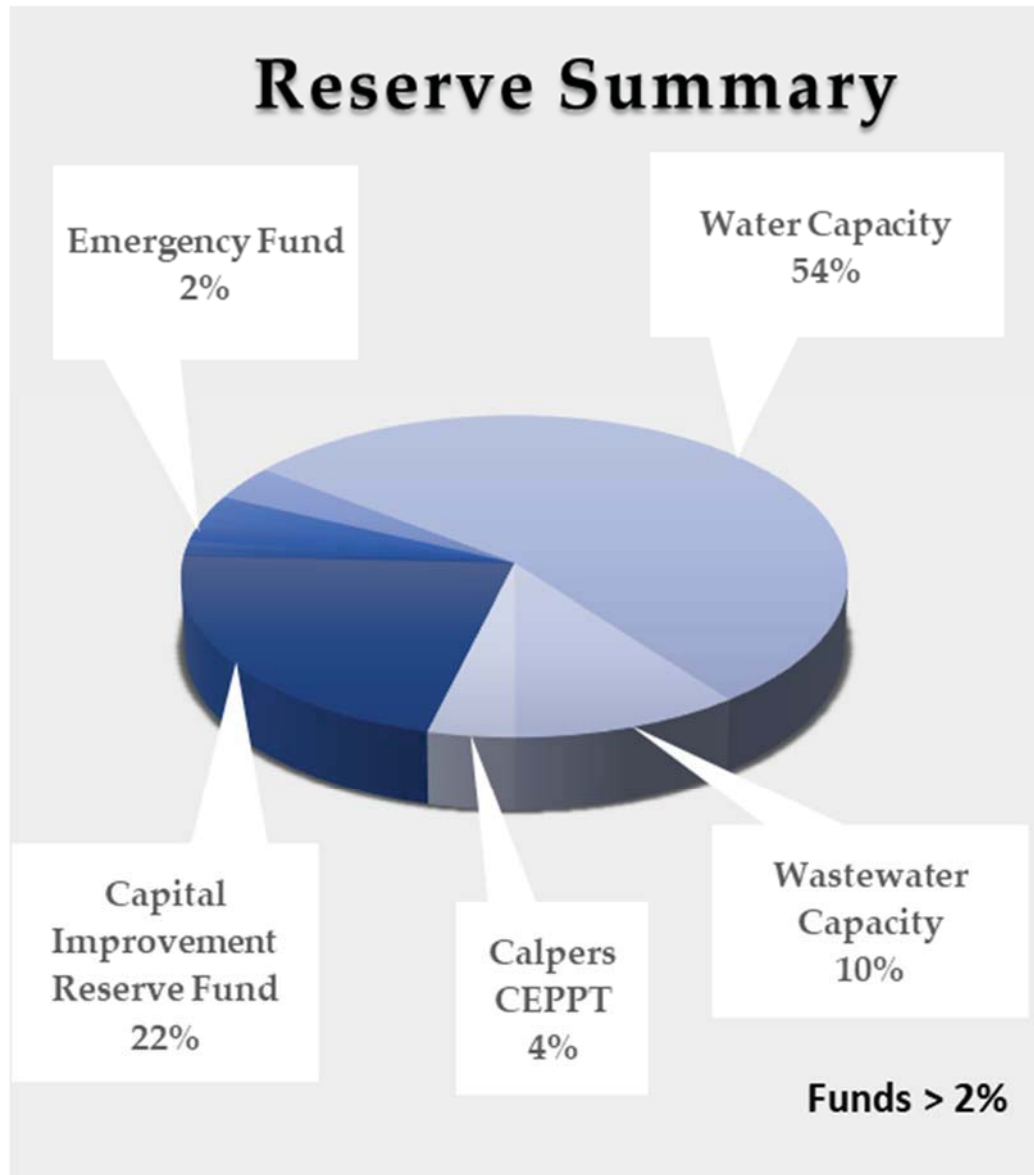
As of March 2025, the District's cash and invested funds total \$27m, with over \$23m earning interest rates between 1.1% and 4.9%. YTD income from these investments stands at \$577k. The District's investment income contributes positively to its overall financial health, supplementing revenues from 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

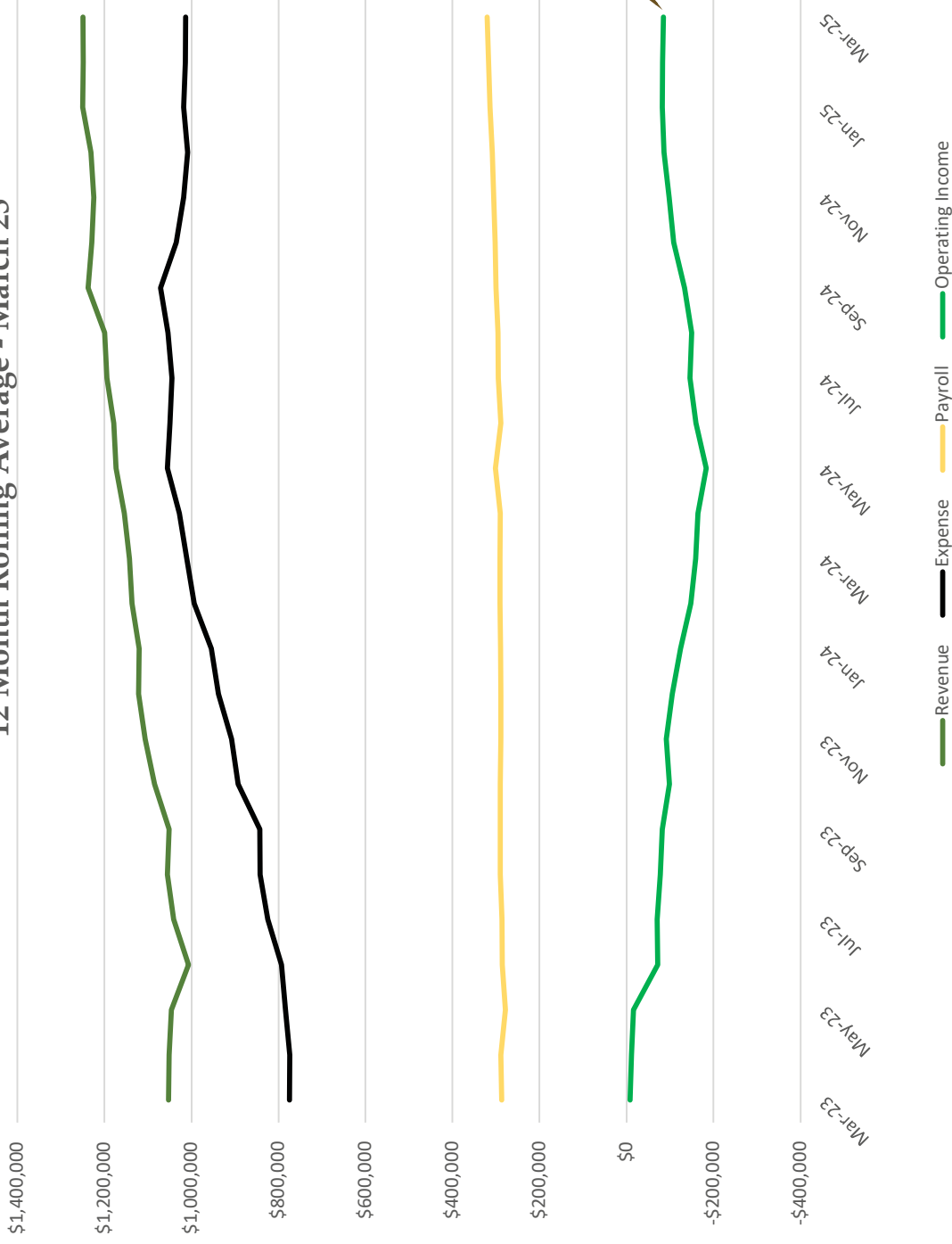
(March 2025)

The District's reserves total \$24.4m, representing 42.8% 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 insight into the transactions and status of these reserves, it's advisable to consult the Board Designated Reserve

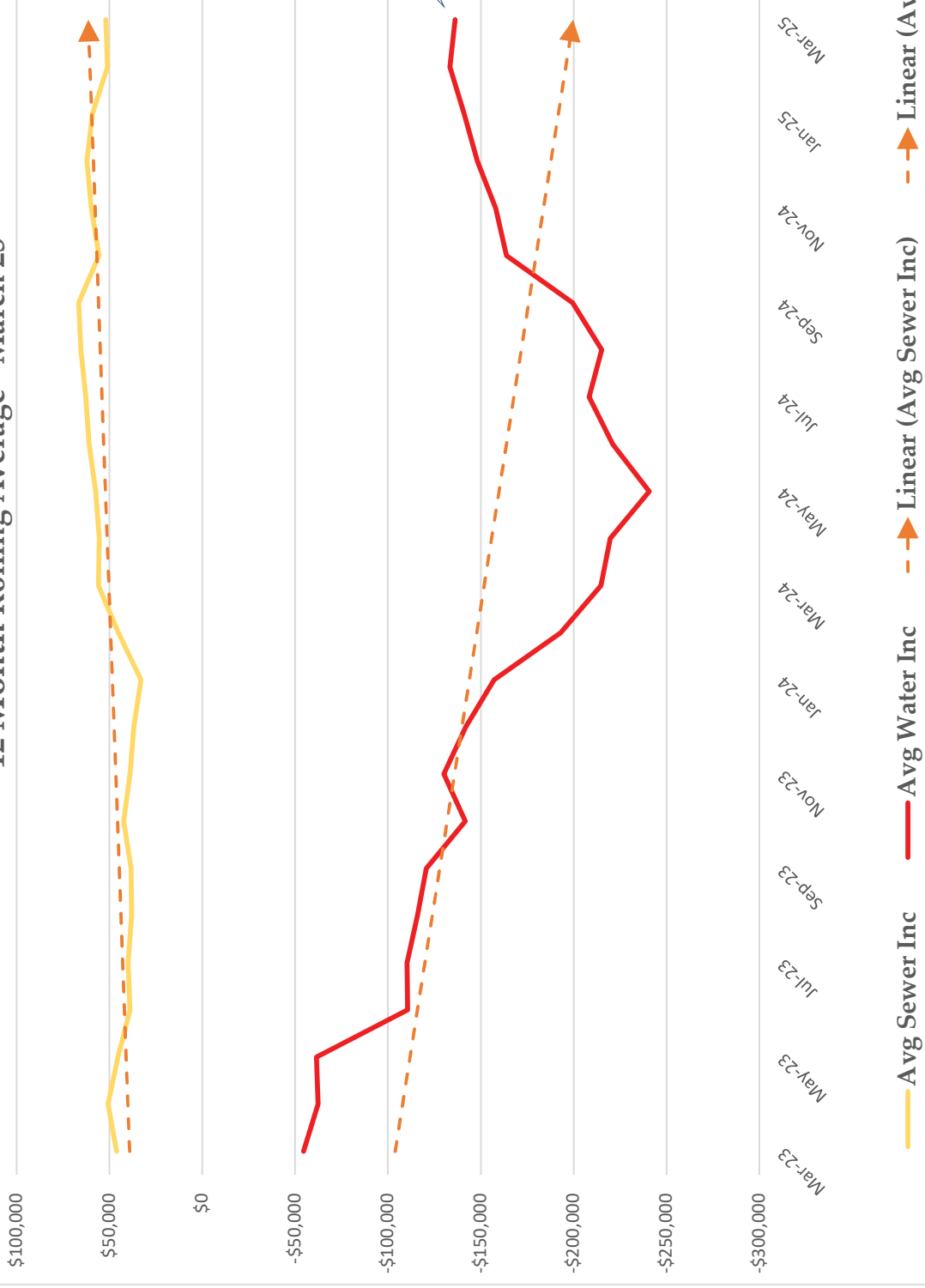
Report. Regular review of the Board Designated Reserve Report is essential for effective financial planning, enabling the District to maintain fiscal responsibility and be prepared for future financial obligations.



Statement of Operating Income 12 Month Rolling Average - March 25

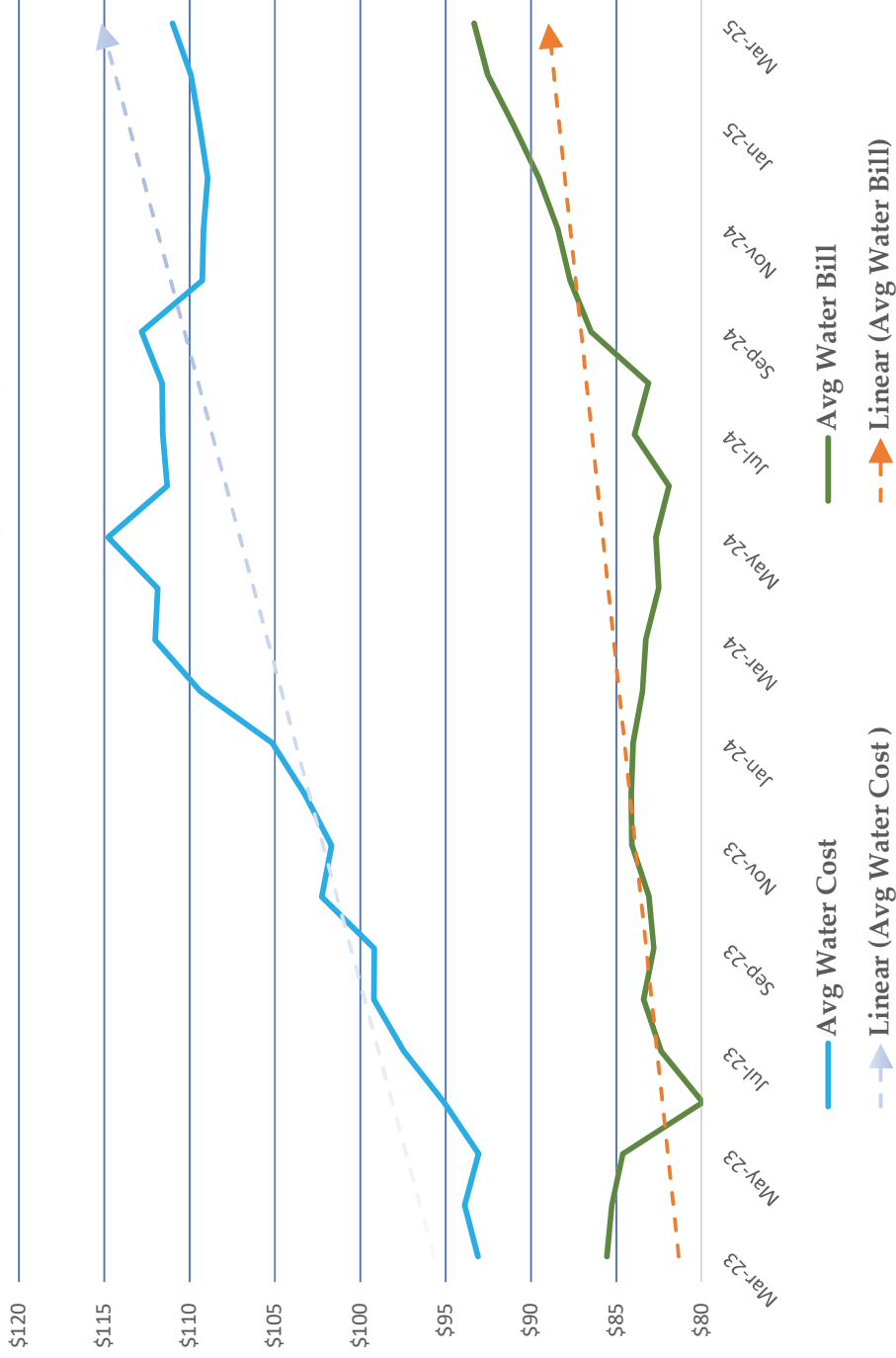


Operating Income by Segment 12 Month Rolling Average - March 25

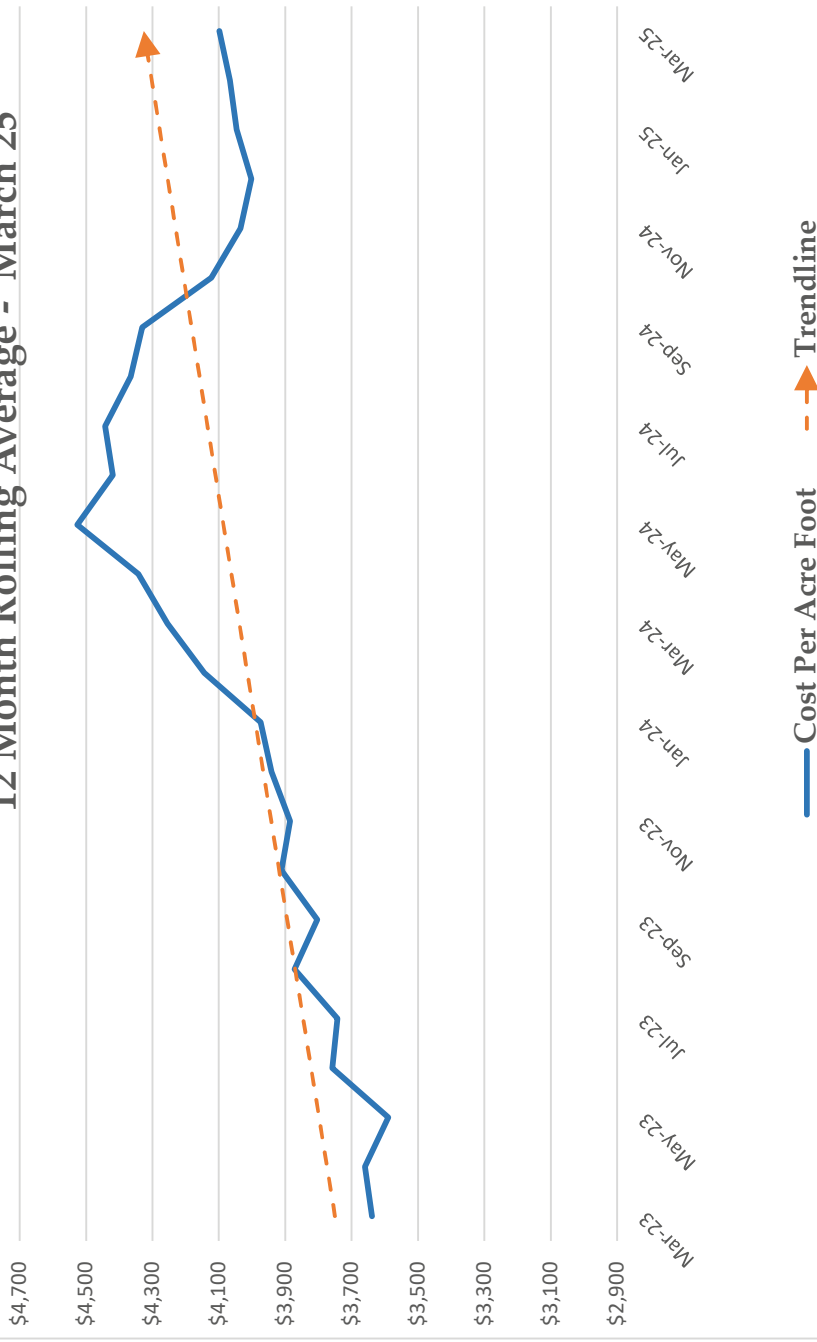


We are projecting an upward trend in Average Water Income, driven by efficient blend projections, rate increases, and continual customer growth.

Per Customer Water Charges 12 Month Rolling Average - March 25



Cost Per Acre Foot 12 Month Rolling Average - March 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	MAR 2025	YTD TOTAL
NO. WATER CAPACITY FEE RECD	16	2	3	52	6	13	12	8	29	141
NO. WW CAPACITY FEE RECD	-	-	-	-	-	-	4	-	-	4
NO. WATER ACCOUNTS	7,661	7,685	7,702	7,700	7,756	7,762	7,702	7,767	7,784	77,842
NO. SSCWD SEWER ACCTS	1,326	1,327	1,331	1,331	1,334	1,330	1,328	1,334	1,334	13,324
NO. COH SEWER ACCTS	5,122	5,168	5,181	5,201	5,227	5,240	5,234	5,248	5,263	52,663
WaterSmart / Invoice Cloud										
Auto Pay	3,857	3,866	3,903	3,946	3,989	4,017	3,997	4,063	4,078	40,784
Total WaterSmart / Invoice Cloud	6,071	6,071	5,982	6,236	6,037	5,907	6,184	6,072	6,097	60,974
NO. E-BILL Invoice Cloud (Paperless)	2,247	2,263	2,283	2,290	2,294	2,304	2,318	2,352	2,374	23,714
MONTHLY CHARGES										
Retail Water Charges	\$ 861,221.86	\$ 797,613.24	\$ 956,302.46	\$ 841,886.79	\$ 697,324.89	\$ 608,793.13	\$ 549,064.24	\$ 526,802.67	\$ 518,269.67	\$ 6,357,278.95
Sewer Fees	156,235.25	164,512.32	166,937.56	170,466.28	165,127.64	165,126.96	164,998.24	164,390.26	164,889.88	1,482,684
Installation Fees	6,480.00	810.00	405.01	22,150.00	2,430.00	5,265.00	19,630.00	3,240.00	11,745.00	72,155
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	4,060.84	55,454
Admin. Collection Fees, net	15,411.00	15,507.00	15,582.00	15,630.00	20,341.76	20,371.34	20,401.34	20,443.34	20,800.34	164,488
COH Billing Fees	16,166.39	3,075.82	54,792.50	14,740.00	7,275.71	6,578.51	62,933.94	22,048.23	2,325.69	189,937
Other Misc. Fees	1,062,305.72	\$ 988,477.79	\$ 1,200,241.50	\$ 1,073,235.82	\$ 898,406.25	\$ 810,776.90	\$ 825,487.60	\$ 742,609.37	\$ 724,681.42	\$ 8,326,222.37
TOTAL SSCWD CHARGES	\$ 1,062,305.72	\$ 988,477.79	\$ 1,200,241.50	\$ 1,073,235.82	\$ 898,406.25	\$ 810,776.90	\$ 825,487.60	\$ 742,609.37	\$ 724,681.42	\$ 8,326,222.37
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	477,363.40	479,029.40	4,217,860.10
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	11,798.40	105,506.09
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)	(1,567.80)	(13,981.91)
Total COH Charges	467,454.05	470,554.67	472,748.81	474,285.93	480,868.01	482,752.19	483,877.72	487,582.90	489,260.00	4,309,384.28
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	3,737.87	36,750.50
TOTAL COH CHARGES	\$ 471,761.26	\$ 474,525.17	\$ 476,531.48	\$ 478,509.19	\$ 484,889.14	\$ 486,481.72	\$ 488,626.62	\$ 491,812.33	\$ 492,997.87	\$ 4,346,134.78
ACCOUNTS RECEIVABLE - Aged										
A/R for Sunnyslope Water **	\$ 1,074,784.70	\$ 1,024,195.67	\$ 1,180,301.59	\$ 1,059,094.50	\$ 924,946.63	\$ 889,839.04	\$ 789,214.39	\$ 739,365.21	\$ 713,949.18	\$ 7,139,491.18
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	522,772.03	5,227,720.03
Unapplied Payments	(52,660.44)	(51,663.33)	(50,663.06)	(46,652.82)	(46,930.80)	(55,536.43)	(54,962.05)	(64,085.11)	(60,681.71)	(606,881.71)
Outstanding Bills Owed	\$ 1,547,447.90	\$ 1,496,781.47	\$ 1,665,301.59	\$ 1,543,453.27	\$ 1,430,652.15	\$ 1,407,305.59	\$ 1,283,561.63	\$ 1,216,406.53	\$ 1,176,039.50	\$ 11,760,339.50
Past Due	\$ 907,057.72	\$ 848,990.35	\$ 992,000.52	\$ 920,039.69	\$ 107,976.37	\$ 125,309.01	\$ 104,760.39	\$ 53,921.12	\$ 34,438.29	\$ 344,388.29
5.86% Past Due	\$ 463,273.53	\$ 442,002.00	\$ 421,017.90	\$ 333,446.08	\$ 265,870.99	\$ 281,150.85	\$ 225,260.61	\$ 287,642.73	\$ 210,053.29	\$ 2,100,532.29
5.67% Past Due	\$ 182,311.96	\$ 114,107.57	\$ 59,714.45	\$ 59,714.45	\$ 101,230.95	\$ 75,204.82	\$ 57,398.04	\$ 33,500.01	\$ 33,529.37	\$ 335,293.37
San Benito Foods Owed										

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	MAR 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	5,381,800	84,004,300
Total SSCWD Gallons	102,845,512	95,248,076	99,825,088	84,886,780	65,307,132	53,600,184	45,159,004	41,227,390	40,255,864	628,355,030
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	1,698,000	81,917,000
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	3,771,350	95,251,584
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	1,260,050	47,715,995
Well #8 (Ridgepark)	3,897,000	3,904,000	8,295,000	13,701,000	1,000	3,000	19,377	19,377	102,319	29,962,696
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	5,667,000	142,045,000
Net Well Inter tie (Supplied to COH)	(14,885,900)	(13,279,900)	(17,370,600)	(17,574,000)	(13,054,500)	(6,219,300)	(4,421,200)	(3,538,000)	(4,203,400)	(94,546,800)
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	8,295,319	302,345,475
Lessall W.T.P. I (High Zone)	29,412,000	30,725,000	22,092,000	-	-	14,531,000	17,724,000	16,363,000	14,511,000	145,358,000
Lessall W.T.P. I (Middle Zone)	13,662,000	10,997,000	11,938,000	-	-	6,852,000	15,301,000	13,575,000	10,849,000	83,174,000
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	230,000	49,725,000
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	17,676,000	168,954,000
West Hills W.T.P. (@ COH #2)	12,400,000	8,413,000	11,260,000	9,757,000	10,790,000	11,023,000	8,760,000	8,422,000	7,923,000	88,448,000
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	14,421,300	159,392,300
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	14,087,000	152,743,000
TOTAL Surface Water (Plant Production)	136,464,000	114,691,000	104,338,000	88,957,000	66,453,000	106,400,000	96,716,300	83,977,700	79,697,300	847,794,300
Plant Production Used by Hollister	64,123,215	54,542,351	59,195,018	47,413,772	52,612,098	66,016,397	55,766,072	45,562,455	45,927,039	491,159,367
SSCWD % of Plant Production	53.01%	52.44%	43.32%	19.58%	20.83%	37.95%	42.34%	45.74%	42.37%	42.07%
Estimated Water Gain(Loss)	(7,285,738)	(2,790,852)	(6,122,065)	(1,840,698)	(14,128,1)	(3,250,112)	(93,039)	(4,256,677)	(1,309,716)	(30,636,378)
Percent Difference	-4.66%	-3.04%	-4.46%	-1.85%	-0.16%	-2.40%	-0.14%	-5.42%	-1.47%	-3.66%
Water Consumption Per Customer	13,025	12,934	12,961	11,024	8,420	6,905	5,831	4,908	5,177	9,006
Blend % of Surface Water PAF	63.26%	60.22%	37.29%	11.07%	20.97%	68.67%	88.60%	83.85%	79.39%	56.97%
Blend % of Carbon	13.16%	13.22%	13.57%	11.77%	13.94	14.32	13.92	14.25	13.79	13.72
Blend Budget Impact	\$18,587	\$22,750	\$71,136	\$73,000	\$69,694	\$3,118	\$17,779	\$5,440	\$1,023	\$2,36,289
Cost of Water Produced (Per Acre Foot)	3,029	3,085	3,094	3,167	4,335	5,184	6,058	6,664	6,519	4,066
Prior YTD Cost	2,755	3,303	4,383	3,979	5,914	5,203	6,346	5,300	3,902	3,864
Operating Cost 25	(85,916)	(90,163)	(94,742)	(82,177)	(86,919)	(82,728)	(69,346)	(84,110)	(616,403)	(7,839,979)
Chemical & Carbon	140,863	262,660	288,745	151,888	136,617	163,751	74,087	157,234	72,899	1,68,714
Metered Water 24	103,152,192	80,000,844	83,896,996	69,362,788	46,898,672	48,188,404	39,626,048	36,507,476	48,857,864	767,233,230

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

FY25 Metered Water Per Customer

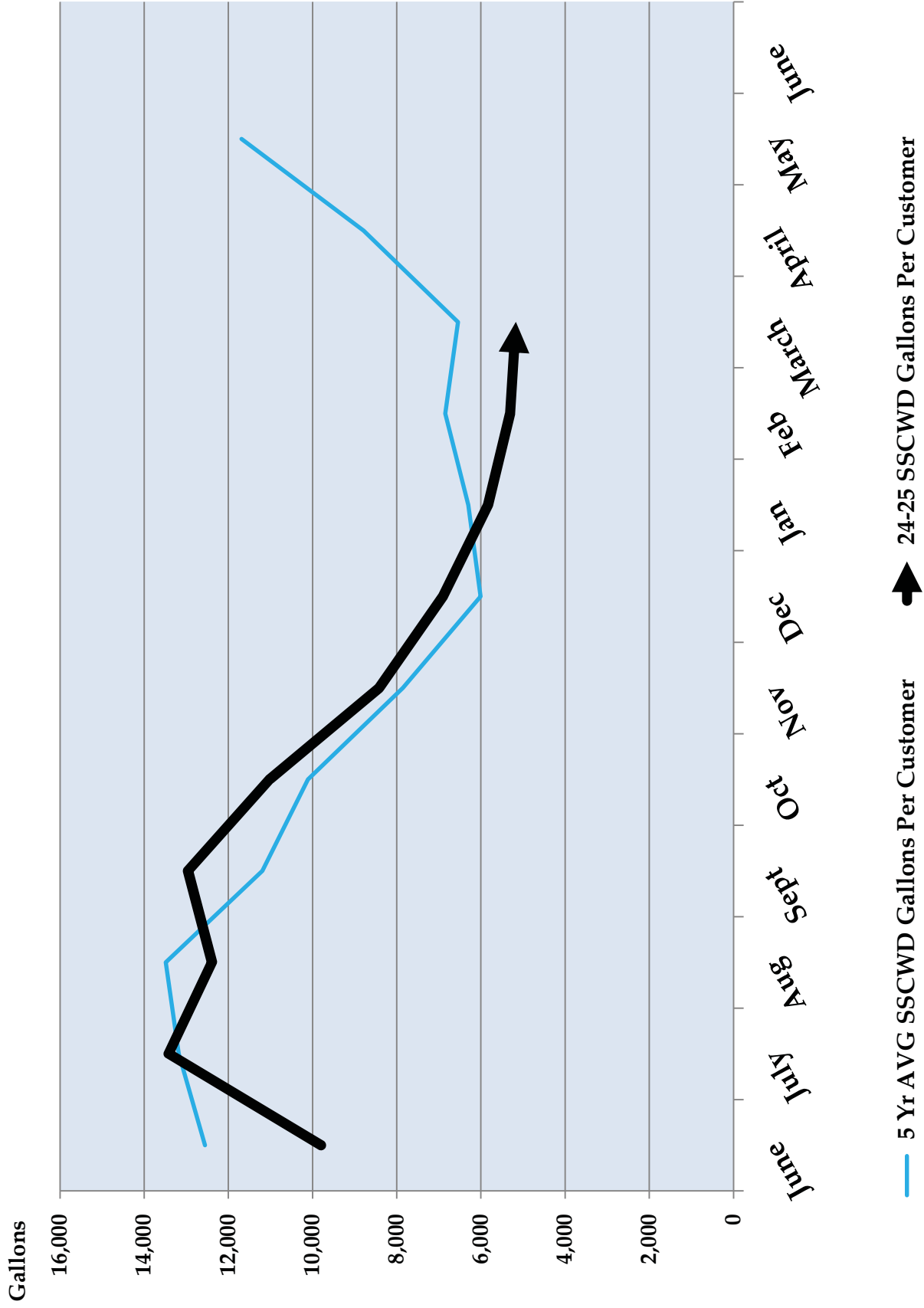
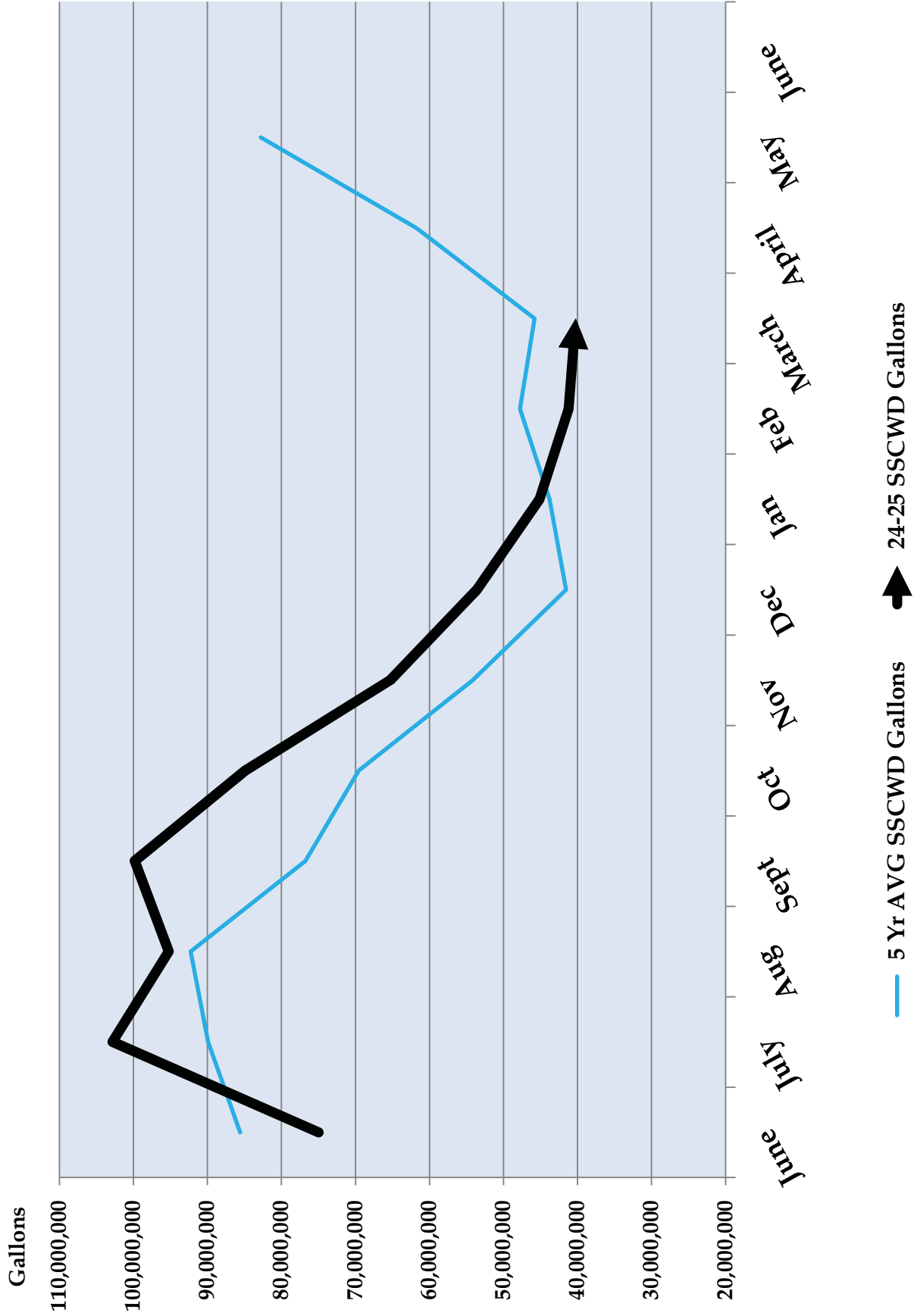


Chart Includes: Only Water Metered to SSCWD Customers,
 Chart Does Not Include: COH Interfities Wholesale Water Flow

FY25 Metered Water



Sunnyslope County Water District

STATEMENT OF INCOME

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

UN-AUDITED 4/14/2025

*** WATER ***	Feb-25	Mar-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	526,803	518,270	(8,533)	6,357,243	5,292,230	8,830,978	8,000,000
Contracted Services	287,643	210,033	(77,609)	2,658,346	2,959,033	3,494,300	3,494,300
Installation Fees	3,240	11,745	8,505	56,855	49,970	75,807	23,800
Late Fees	4,425	3,232	(1,192)	46,763	56,061	62,351	
Other Revenue	39,815	22,217	(17,598)	326,659	155,604	352,879	191,050
TOTAL OPERATING REVENUES	861,925	765,497	(96,428)	9,445,866	8,512,898	12,816,314	11,709,150
OPERATING EXPENSES							
Salaries and Benefits	(270,269)	(281,368)	(11,100)	(2,501,333)	(2,207,204)	(3,242,274)	(3,061,005)
Operating Expenses	(860,484)	(734,068)	126,417	(7,996,992)	(8,316,951)	(10,696,891)	(10,225,236)
TOTAL OPERATING EXPENSES	(1,130,753)	(1,015,436)	115,317	(10,498,325)	(10,524,155)	(13,939,165)	(13,286,241)
NET OPERATING INCOME	(268,828)	(249,939)	18,889	(1,052,459)	(2,011,257)	(1,122,851)	(1,577,091)
NON OPERATING INCOME & (EXPENSES)							
Capacity Fees	112,800	408,900	296,100	1,902,510	1,789,025	1,902,510	-
Donated Asset	0	-	0	-	-	-	-
Miscellaneous Income (Farm Labor Camp)	-	-	-	-	-	-	-
Adjust LAIF Investment to Fair Value	-	-	-	-	-	-	-
Interest Income	28,045	24,739	(3,307)	329,653	292,074	439,538	600,000
Allocated from G & A (Interest & Sale of Assets)	9,010	8,073	(937)	394,016	233,275	227,500	227,500
Other Non-Operational	0	-	0	-	-	-	-
TOTAL NON OPERATING INCOME & (EXPENSES)	149,855	441,711	291,856	2,626,179	2,314,373	2,569,548	827,500
NET WATER INCOME (LOSS)	\$ (118,973)	\$ 191,772	\$ 310,745	\$ 1,573,721	\$ 303,116	\$ 1,446,697	\$ (749,591)
NET WATER INCOME (LOSS) Adjusted for Non Budgeted Items	\$ (268,828)	\$ (249,939)	\$ 18,889	\$ (1,052,459)	\$ (2,011,257)	\$ (1,122,851)	\$ (1,577,091)

Sunnyslope County Water District

STATEMENT OF INCOME

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

UN-AUDITED 4/14/2025

	Feb-25	Mar-25	Variance Over / (Under) Prior Month	YEAR- TO-DATE	PRIOR YEAR-TO- DATE	PROJECTED ACTUAL	FY 24/25 BUDGET
*** WASTEWATER ***							
OPERATING REVENUES							
Sewer Sales	164,390	164,890	500	1,482,684	1,512,965	2,004,742	2,100,000
Contracted Services	30,876	33,529	2,653	432,251	559,189	710,000	710,000
Installation Fees	-	-	0	15,300	725	20,400	
Late Fees	810	829	18	8,690	10,867	11,587	
Other Revenue	3,127	3,499	373	32,077	29,835	42,769	60,450
TOTAL OPERATING REVENUES	199,203	202,747	3,544	1,971,002	2,113,581	2,789,498	2,870,450
OPERATING EXPENSES							
Salaries and Benefits	(53,816)	(60,406)	(6,590)	(554,873)	(472,166)	(713,402)	(712,059)
Operating Expenses	(72,407)	(79,116)	(6,709)	(964,948)	(1,080,550)	(1,311,152)	(1,597,949)
TOTAL OPERATING EXPENSES	(126,223)	(139,522)	(13,299)	(1,519,821)	(1,552,716)	(2,024,554)	(2,310,008)
NET OPERATING INCOME	72,980	63,225	(9,755)	451,182	560,864	764,944	560,442
NON OPERATING INCOME & (EXPENSES)							
Capacity Fees	0	0	0	11,083	727,625	11,083	-
Donated Asset	0	0	0	-	-	-	-
Miscellaneous Income	0	0	0	-	-	-	-
Adjust LAIF Investment to Fair Value	0	0	0	-	-	-	-
Interest Income	5,461	4,801	(660)	84,692	69,164	112,922	125,000
Allocated from G & A (Interest & Sale of Assets)	1,446	1,336	(111)	69,462	60,556	97,500	97,500
Other Non-Operational	0	0	0	0	711	1	-
TOTAL NON OPERATING INCOME & (EXPENSES)	6,907	6,136	(771)	165,237	858,056	221,505	222,500
NET WASTEWATER INCOME (LOSS)	79,887	69,361	(10,526)	616,418	1,418,920	986,449	782,942
NET WASTEWATER INCOME (LOSS)	\$ 72,980	\$ 63,225	(10,526)	\$ 451,182	\$ 561,575	\$ 764,945	\$ 560,442
<i>Adjusted for Non Budgeted Items</i>							
*** WATER & WASTEWATER ***							
*** COMBINED INCOME (LOSS) WATER & WASTEWATER ***	(39,085)	261,134	300,219	2,190,139	1,722,036	2,433,147	33,351
*** COMBINED INCOME (LOSS) WATER & WASTEWATER	\$ (195,848)	\$ (186,714)	\$ 9,134	\$ (601,277)	\$ (1,449,682)	\$ (357,906)	\$ (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	3,454,152				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	3,454,152	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	91,733				91,341
MMA SUBTOTAL		91,403	91,460	91,518	91,561	91,595	91,631	91,666	91,698	91,733	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				-4,011,546
Water Connect. Fee	4.51%	0	0	0	0	0	0	0	0	0				0
Sewer Connect. Fee	4.51%	0	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	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	5,494,996				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	2,334,421	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	958,186				1,000,000
CEPPT SUBTOTAL		899,643	958,186	958,186	958,186	958,186	958,186	958,186	958,186	958,186	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	13,191,783				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	2,504,240				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	1,355,717				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	3,102,888				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	20,154,628	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	26,993,120	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	38,714	0	0	0	880,445

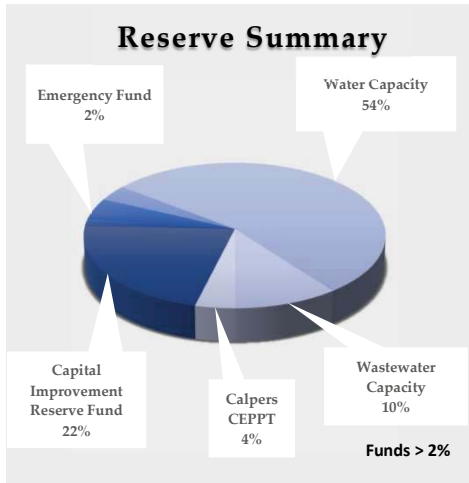
Sunnyslope County Water District

Reserve Summary As of March 31, 2025 (Policy #8600)

	<u>3/31/2025</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	\$ 5,308,566	\$ 75,990		\$ 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	277,930	36,000		241,930	398,132	(156,202)
6 Office and Misc. Equipment Replacement Fund	389,217			389,217	420,864	(31,647)
Board Designated Reserves	6,850,713	111,990	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	13,191,783	2,105,499	905,208	11,991,492	11,259,801	731,691
9 Wastewater Capacity	2,504,239	80,119		2,424,120	1,357,257	1,066,863
10 Calpers CEPPT	958,186	58,543		899,643	899,643	-
Legally Restricted Reserves	17,505,079	2,263,792	905,208	16,146,495	14,291,590	1,854,905
TOTAL	\$ 24,355,792	\$ 2,375,783	\$ 1,780,208	\$ 23,760,218	\$ 22,633,210	\$ 1,127,008
Unreserved Cash	\$2,237,418					
Percentage of Total Capital Assets	42.82%					

Detailed Transactions:

Depr. Expense	\$ 36,000	
Interest	\$ 489,140	
Debt Amortization		888,504
Water Capacity Fees	1,776,800	
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	-
	\$ 2,375,783	\$ 1,780,208
	(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	Maggiora Bros.	90,000		
12/31/2024	Well # 8 Rehab	Maggiora Bros.	75,000		60,057
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		10,253
2/25/2025	Patholing Contract Amendment	Wallace Group	316,250		
2/25/2025	Lessalt & Well 5 Improvements	Wallace Group	384,171		
3/25/2024	SCADA Upgrades BRMWC	Calcon Systems	184,850		
3/13/2025	Appraisals	Bender Rosenthal Inc.	32,600		

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

Staff Report

Agenda Item: **H-5**

DATE: April 14, 2025 (April 22, 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. Regulatory Reporting

All three required water quality reports were completed and successfully submitted by the April 10, 2025, deadline. This ensures continued compliance with state and federal regulatory requirements.

2. Water Allocation 2025 -2026

Sunnyslope County Water District and the City of Hollister have jointly received 4,200 acre-feet of water for the 2025–2026 water production season. The allocation will be divided as evenly as possible, with a 50/50 split between the two agencies to support regional supply planning and operational coordination.

3. Water Production Summary – March 2025

In the month of March, Westhills WTP produced a total of 58.15 million gallons and Lessalt WTP produced 31.0 million gallons. The total acre foot produced in March 2025 was 289.89 ac-ft with a balance of 3,910.11 ac-ft for the remained at the end of the 2025-2026 year.

4. Regulatory Compliance – Water Quality Monitoring

As public water systems, both Lessalt and Westhills Water Treatment Plants, operated under SBCWD/SSCWD, are required to comply with several ongoing regulatory monitoring and reporting programs. These include:

- Bacteriological Sample Siting Plan (BSSP): Outlines the designated locations for routine bacteriological sampling within the distribution system.
- Disinfection Byproduct Rule (DBPR) Monitoring Plan: Ensures regular sampling and analysis of disinfection byproducts to meet regulatory thresholds.
- Monthly Coliform Summary Report (MSR): Summarizes all bacteriological monitoring results for each month and is submitted to the Division of Drinking Water (DDW) for review.

These plans and reports are essential to ensure consistent water quality and regulatory compliance across the distribution system.

5. Operations & Maintenance – CMMS Usage

Both Lessalt and Westhills Water Treatment Plants continue to utilize the Computerized Maintenance Management System (CMMS) to effectively manage treatment facility equipment and track preventative maintenance tasks. During the reporting period, Sunnyslope staff completed a total of 231 work orders across the two facilities, demonstrating a strong commitment to proactive maintenance and operational efficiency..

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

Water (8) March 2025

1. **Installed New Air Relief Valve – Well #5 Irrigation Line**
Plumbed and installed a new air relief valve on the Well #5 irrigation line to improve system efficiency and prevent air locking into the new Sunnyslope consolidation section of Best Road..
2. **Tested SCADA Back-Up Batteries – Wells, Lift Stations, and Interties**
Conducted resiliency testing on back-up batteries for SCADA systems. These batteries are critical during power outages as they allow the system to send call-out alerts to on-call personnel and, in some cases, power pumps temporarily until electricity is restored.
3. **Chlorine Injector Maintenance – Well Sites**
Pulled, cleaned, and inspected chlorine injectors at multiple well sites. Regular maintenance is performed to remove calcium buildup and ensure proper dosing for maintaining required chlorine residual levels.
4. **SCADA Radio Replacements – Ridgemark 2 (RM2) and Paullus Lift Stations**
Jim Devorak from Calcon replaced faulty SCADA radios at RM2 and Paullus Lift Stations. The old radios were causing false alarm triggers due to communication failures. New units will improve reliability and ensure timely alerts to on-call staff.
5. **Facility Grounds Maintenance**
Continued weed removal and general groundskeeping around district facilities. Maintaining clean and accessible surroundings improves safety by eliminating hazards (e.g., cracks, potholes, and debris) and enhances curb appeal, reflecting pride in the district's infrastructure and creating a positive impression for visitors and the public.
6. **Service Line Replacement – 1090 Nez Perce Drive**
Replaced a leaking service line at this location to restore proper water service and prevent further water loss or property damage.
7. **Flushed Pressure Transducers and Relief Valves – Well Sites**
Flushed transducers and relief valves to remove air from the system, ensuring accurate pressure readings and system reliability.
8. **Replaced Pressure Regulator – Office**
Installed a new pressure regulator at the office to improve water pressure stability and operational performance.



Project Location	:	Well #5 irrigation Line
Project	:	Air relief replacement
Department	:	Water-Wastewater Utility Maintenance Department
Description	:	The abandoned air relief on the Well #5 irrigation line was replaced due to deterioration from years of non-use. This line is being reactivated to deliver water to the Best Road community, and the updated air relief ensures system integrity and reliable operation for future service demands.

LESSALT Water Treatment Plant (11)

1. **Installed New Sample Taps – DDW Compliance**
 Installed new sample taps to meet Division of Drinking Water (DDW) sampling requirements and improve water quality monitoring access points.
2. **Replaced Leaking Fittings – Memclean C Clean in Place (CIP) Discharge Line**
 Repaired leaks by replacing fittings on the Memclean C dosing CIP discharge line to maintain system integrity and prevent chemical loss.
3. **Dissolved Oxygen (DO) Probe Maintenance – AIT-108**
 Replaced the sensor cap on the in-line dissolved oxygen probe (AIT-108) to restore accurate DO level monitoring.
4. **Relay Timer Replacement – High Zone Pump #1**
 Replaced the faulty relay timer on High Zone Pump #1 and tested both the pump and variable frequency drive (VFD) to ensure proper operation.

5. **Leak Repairs – Chlorine and Caustic Pump Stations**
 Replaced leaking fittings at the chlorine and caustic pump stations to prevent chemical spills and maintain safe operating conditions.
6. **GAC #1 Media Exchange – With Calgon Carbon**
 Completed the media exchange for Granular Activated Carbon (GAC) #1 in coordination with Calgon Carbon to maintain effective contaminant removal and water quality.
7. **Fire System Flushing and Testing**
 Flushed and tested the facility’s fire suppression system to ensure compliance and operational readiness.
8. **Butterfly Valve Rebuild – CMF**
 Rebuilt a leaking 6-inch butterfly valve for the CMF system to restore proper valve function and eliminate leaks.
9. **Spot Sprayed Weeds – Facility Grounds**
 Conducted targeted weed control to support ongoing facility maintenance and safety.
10. **Electrical Work Orders – Brian Malley – Malley Electric**
 Brian Malley began working on outstanding electrical work orders to address infrastructure maintenance and improvements.
11. Installed new emergency eyewash station signs to improve visibility and enhance safety compliance.



Project Location	:	Lessalt Clearwell Storage Tank
Project	:	Install New Sample Taps for DDW Compliance
Department	:	Water Treatment Department
Description	:	As part of the 2023 Sanitary Survey findings, Sunnyslope County Water District (SSCWD) was required to identify and install designated sample locations within the Lessalt distribution system. These newly installed sample taps will be used to collect various regulatory samples to ensure continued compliance with state and federal water quality standards.

West Hills Water Treatment Plant (10)

1. **Weed Abatement – Facility Grounds**
Sprayed and cleared weeds around the facility to maintain safety, accessibility, and overall appearance.
2. **Sludge Removal – Drying Bed #1**
Removed accumulated sludge from Drying Bed #1 to restore capacity and support ongoing solids handling operations.
3. **Sump Pump Installation – Containment Areas**
Installed new sump pumps in containment areas to improve drainage and spill containment efficiency.
4. **PAC Delivery Received**
Received a new load of Powdered Activated Carbon (PAC) for ongoing treatment processes.
5. **Decant Pump Replacement – #1**
Replaced Decant Pump #1 to restore functionality and maintain effective liquid separation.
6. **Sand Pump #2 Maintenance**
Replaced the drive belt and greased the motor on Sand Pump #2 to ensure smooth operation and prolong equipment life.
7. **Poly Mixer Gearbox Maintenance**
Replaced the oil in the poly mixer gearbox as part of routine maintenance to ensure proper lubrication and performance.
8. **Pump Shed Repair – Sulfuric Acid Area**
Repaired the shed housing the sulfuric acid pumps to improve structural integrity and protect critical equipment.
9. **CL17 Analyzer Maintenance**
Performed acid cleaning on CL17 chlorine analyzers to maintain accuracy and performance.
10. **Turbidity Meter Cleaning**
Cleaned all turbidity meters to ensure continued accurate water quality monitoring.

Wastewater (10)

1. **Valve Replacement – Paullus Lift Station**
Replaced a cracked 3-inch valve on the force main at the Paullus Lift Station to restore system integrity and prevent leaks.
2. **Hydro Cleaning – Collection System Trouble Spots**
Performed hydro cleaning and jetting of known trouble areas in the collection system to reduce the risk of blockages and improve flow.
3. **Hydro Cleaning – Cielo Vista Development**
Completed hydro cleaning and jetting of the collection system in the Cielo Vista development to maintain proper system function and prevent backups.
4. **Force Main Flushing – Paullus Lift Station**
Switched over force mains and performed a full flush at the Paullus Lift Station to ensure proper flow and clear any potential blockages.

5. SBR Door Contact Testing and Labeling

Tested and labeled door contacts at the Sequencing Batch Reactor (SBR) facility to support site security and alarm functionality.

6. Basin #1 Recommissioned – SBR

Returned Basin #1 to service and transferred sludge within the SBR to balance loading and maintain process efficiency.

7. Pump Maintenance – RM2 Lift Station

Pulled, cleaned, and inspected Pump #2 at RM2 Lift Station to ensure continued reliable performance.

8. Weed Abatement – Ongoing

Continued clearing weeds throughout the facility to support safety, accessibility, and ground maintenance standards.



Project Location	:	Paullus Lift Station
Project	:	Paullus Lift Station – Force Main Valve Replacement
Department	:	Water-Wastewater Utility Maintenance Department
Description	:	The Paullus Lift Station is equipped with two parallel force mains that are periodically switched for maintenance and operational flexibility. During a recent switchover, a cracked valve was identified. The valve was replaced to ensure system resiliency and reliable performance in the event of an emergency or required operational switch.

Industrial Plant (1)

1. Solids Management – Cleaning and Sampling

Continued cleaning related to solids handling and ran solids samples to monitor process performance and ensure compliance with regulatory standards.

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
544	Work Orders	4423	4338	2480	2520
29	Temporary Manual Read Water Meters Installed in New Construction Accounts	112	171	287	292
0	Radio Read Meters & ERTs Installed in New Construction Accounts	2	5	3	1
0	Total: Manual Read Meters Replaced with Radio Read Meters & ERT's, including Radio Meters Installed in New Construction Accounts	228 (Total = 7644)	216	268	300
24	Existing Radio Read Meters & ERTs Replaced with New Radio Read Meters & ERTs	236	180	247	309
77	Valves Exercised (Approx. 2674 in SSCWD System 3/2021)	215	299	528	487
82	Fire Hydrants Flushed (Approx. 938 in SSCWD System 3/2021)	436	466	537	342
17	Meters on Repair List	138	209	250	335
12	Emergency Calls	109	138	158	161
151	Locates on our Water/Sewer Lines	1517	1722	1512	1816
0	Sewer Inspections	0	0	0	0
2	Shutoff Notices	46	23	0	0
1	Water Services Replaced	11 (Total = 974)	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

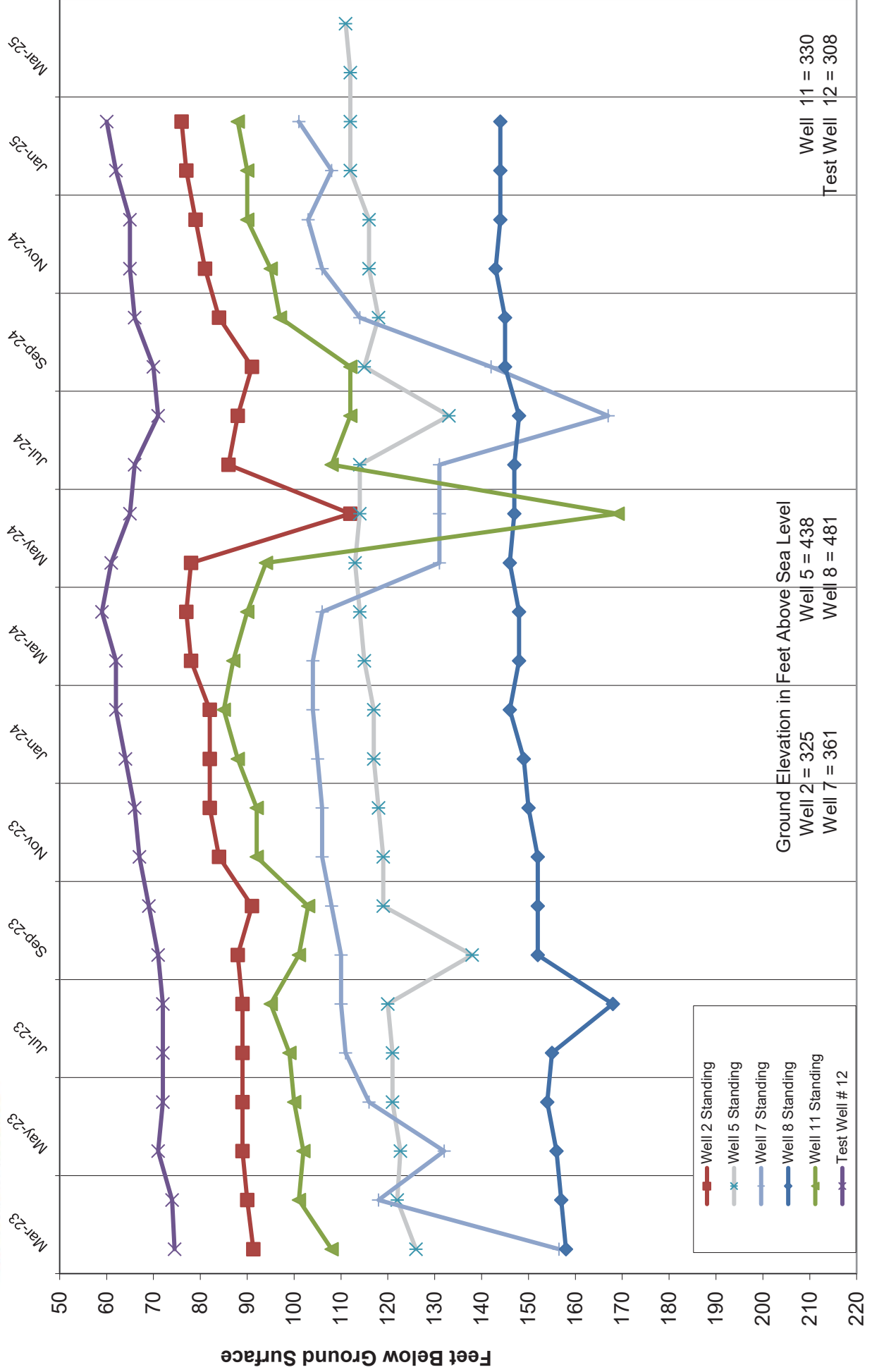
Report Date: April 1, 2025		to		March 12, 2025	
Current Consumption Period: February 12, 2025		to		March 12, 2025	
Intertie Location	Groundwater Flow to COH	Surface Flow to COH	Groundwater Flow to SSCWD	Surface Flow to SSCWD	to
	i n G a l l o n s				
Southside Road Intertie Water Total Flow	0	2,522,439			
Sunset & Memorial Water Total Flow	2,494,000	2,176,000	0		0
Sunnyslope & Memorial Water Total Flow	1,696,400	1,827,000	200		200
Hillcrest and Memorial Water Total Flow	600	1,000	1,200		2,700
Santa Ana & La Baig Water Total Flow	12,400	2,969,300	0		0
Intertie Sub-Total Water Flow	4,203,400	9,495,739	1,400		2,900
<i>Total Combined Surface and Ground Water Intertie Flow</i>	13,699,139		4,300		
City of Hollister Well 2 Surface Water Total Flow (West Hills)		7,923,000			
City of Hollister Well 4 Surface Water Total Flow (West Hills)		14,421,300			
City of Hollister Well 5 Surface Water Total Flow (West Hills)		14,087,000			
Sunnyslope Well 2 Surface Water Total Flow (West Hills)					230,000
Sunnyslope Well 11 Surface Water Total Flow (West Hills)					17,676,000
Sunnyslope Surface Water Total Flow (LESSALT)					25,360,000
Surface Water Flow Sub-Totals		36,431,300			43,266,000
Ground Water and Surface Water Flow Totals	4,203,400	45,927,039	1,400		43,268,900
Current Period:	COH half of Surface Water Flow to Distribution (LESSALT & WH)		39,848,650		
	Net Ground/Surface Water Balance Owed to SSCWD (to COH)	4,202,000	6,075,489		
	Beginning Water Balance Owed to SSCWD (to COH)	849,839,400	-296,248,774		
	Gallons Billed to COH thru Report Date March 1, 2025	0		Informational Last Month Net Total	553,590,626
	Sub-total Ending Water Balance Owed to SSCWD (to COH)	854,041,400	-290,173,285	Net Sub Total	563,868,115
	Half of Total Gallons LESSALT Discharge to City of Hollister Wastewater Treatment Plant during the current consumption period			1,342,000	
	Exchange Factor; Half of the total gallons discharged to COH WWTP from LESSALT multiplied by a factor of 4				5,368,000.00
	Ending Water Balance Owed to SSCWD (to COH)	848,673,400	-290,173,285	Net Total	558,500,115

Current:	LESSALT WTP Total Flow to Distribution	25,360,000			
	Percent of LESSALT Surface Water Received	COH	37.4%	SSCWD	62.6%
Current:	COH half of LESSALT Total Flow to Distribution	12,680,000			
	Intertie Net Surface Water Total Flow to COH	9,492,839			
	Intertie Net Ground Water Total Flow to COH	4,202,000			
Current:	West Hills WTP Total Flow to Distribution	54,337,300			
	Percent of Surface Water Received	COH	67.0%	SSCWD	33.0%
Current:	COH half of West Hills WTP Total Flow to Distribution	27,168,650			
	West Hills WTP Surface Water Total Flow to COH	36,431,300			

From April 1, 2024 to Present					
YTD	LESSALT WTP Total Flow to Distribution	25,360,000			
	West Hills WTP Total Flow to Distribution	23,224,300			
	Surface WTPs Total Flow to Distribution	48,584,300			
	Total YTD Surface Flow to COH/SSCWD	COH	24,973,861	SSCWD	23,610,439
	Percent of Surface Water Received	COH	51.4%	SSCWD	48.6%

Depth to Standing Water Level Below Ground Surface

Month/Year



Staff Report

Agenda Item: H-6

DATE: April 17, 2025 (April 22, 2025 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: General Manager Monthly Status Report

ACTIVE TASKS:

1. **Assembly Member Outreach** – The past month provided two opportunities to meet with local State Assembly Members and their representatives, to listen to upcoming law changes, and to discuss impacts of recent legislation on special districts. As a member of the California Special Districts Association, staff received an invitation to meet with Asm. Gail Pellerin and share legislative concerns. Additionally, Assembly Speaker Rivas’ representatives provide local office hours and provided updates on current progress in Sacramento to maintain grant funding, understand the impacts of water quality regulations, fleet electrification funding, environmental obstacles and labor mandates.
2. **Staffing** – Advertising for a Water/Wastewater Utility Maintenance position is going well. The district has received over 40 applications, with 15 applicants being well qualified. Staff will be scheduling interviews and field testing as soon as possible to fill the vacant position.
3. **Hydrant Meter Policy Changes** – Two years ago SSCWD purchased several advanced hydrant meters (AHM) which are used by contractors to pull water from hydrants during construction throughout the district. These meters cost the district about \$2500 each (much more than a normal \$1000, 3” meter), but they come equipped with cellular connections to an online, cloud-based website which provides daily water usage, GPS locations of the meters and other telemetry data. These meters solve several issues. They cannot be tampered with, the meter cannot be run backward, they provide exact location data of where water was extracted and account technicians can pull monthly reads without waiting for a contractor to respond to our many email requests. In short, these meters prevent all inadvertent water theft, the meters cannot be used to extract water in areas outside of the district and we can gather data on exactly where contractors are using them. Due to their significant benefit to our cause,

all hydrant meters will be converted over to these AHMs. To do this we will also be updating both the cost of a hydrant deposit, as well as the penalties for using the meters inappropriately.

4. **Budget and Water Planning** – Finance Committee meetings will commence at the end of April to review preliminary budget assumptions for FY25/26. Water treatment plant budgets have been submitted to SBCWD and will be finalized in May. Operations budget for SBF has been completed and includes significant increases to assist with odor control and management this season.
5. **ADRoP Contract Amendment** – As reported last month, SBCWD is completing a rewrite of the Water Supply and Treatment Agreement. Although water manager discussions are occurring to address district concerns, a working draft has not yet been presented for internal committee review at the district level.

Staff Report

Agenda Item: I-1

DATE: April 16, 2025

(April 22, 2025 Meeting)

TO: Board of Directors

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

SUBJECT: Public Hearing And Direction Regarding The Preferred Election Division Map (Not A Project Under CEQA Per Article 20, Section 15061(b)(3)).

RECOMMENDATION:

Conduct a public hearing and receive public input regarding the proposed election maps. The Board will approve a motion to select the preferred Board Election Division Map and give the NDC consultant direction to return to the board with the appropriate resolution to adopt the selected map.

BACKGROUND:

Following the approval of a resolution of intent, the board has conducted four duly noticed public hearings, on February 25, March 25, April 15, and April 22, 2025. At the first two hearings, the Board received testimony from members of the public regarding considerations to guide the composition of proposed districts; no draft maps were considered at those hearings. On April 8th, the District's demographer made public on the district website a set of draft maps. At the third hearing, the Board solicited and received public testimony regarding those draft maps and the Board provided direction for additional consideration.

This hearing is intended to be the forth public hearing, following which the Board is requested to select a final Director Division map for use in the elections to be held in November 2026, and thereafter until the divisions are adjusted in accordance with law.

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 under CEQA per Article 20, Section 15061(b)(3).

Staff Report

Agenda Item: I-2

DATE: April 08, 2025 (April 22, 2025, Meeting)

TO: Board of Directors

FROM: Drew A. Lander, General Manager, Shawn Novack, WRA Program Manager

SUBJECT: Consider Adopting Resolution No. 609 Proclaiming May 2025, As "Water Awareness Month" (Not A Project Under CEQA Per Article 20, Section 15378.)

RECOMMENDATION:

Staff recommends the Board adopt the attached Resolution No. 609 proclaiming the month of May 2025 as "Water Awareness Month" and authorize the Board President to sign the resolution on behalf of the Board.

BACKGROUND:

Historically in San Benito County and City the month of May has been celebrated as water awareness month. Each year, new water awareness issues are brought forward to inform and educate California agricultural and urban water users. Jennifer Cosio Arellano, the Water Conservation Program Manager of the Water Resources Agency, has provided the wording for this year's Resolution.

FISCAL IMPACT:

The fiscal impact is unknown as it is dependent on public participation, however water conservation emphasizes reduction in water sales but promotes the avoidance of critical water shortage emergencies which increase operational costs. Water conservation is anticipated to have net positive effects on expenditures.

ENVIRONMENTAL IMPACT:

The proposed action is not a project as defined by the California Environmental Quality Act per Article 20, Section 15378.

ATTACHMENT:

- 1) Resolution No. 609 – Proclaiming the month of May 2025 as "Water Awareness Month"

RESOLUTION NO. 609

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
SUNNYSLOPE COUNTY WATER DISTRICT
PROCLAIMING MAY 2025 AS WATER AWARENESS
MONTH**

WHEREAS California's arid and semiarid climate, its ambitious and evolving economy, and its growing population have combined to make water shortages and conflicting demands the norm; and

WHEREAS the rising concern of climate change could limit the state and federal governments water infrastructure due to less snowpack and environmental concerns in the Delta; and

WHEREAS the water supply for San Benito County's water agencies is derived from a variety of sources including local groundwater, watersheds and reservoirs, water imported and contracted through the United States Bureau of Reclamation by way of the Central Valley and San Felipe Projects, and recycled water; and

WHEREAS the health, welfare, and quality of life for our community depends on a reliable, high quality water supply; and

WHEREAS municipal agencies and governments continue to seek cost-effective and efficient systems to obtain and deliver water to meet the needs of residents, agriculture and the economy; and,

WHEREAS the state, county, cities and concerned citizens make strong efforts to foster wise decisions concerning water issues and water use; and,

WHEREAS the fact that California will experience periodic droughts and water conservation is critical not only during drought periods, but at all times; and

WHEREAS during May 2025, the Sunnyslope County Water District is inviting everyone to find out ways to save water both at work and at home.

NOW, THEREFORE, the Board of Directors for the Sunnyslope County Water District proclaim May 2025 as Water Awareness Month and urge all citizens, businesses, industries, institutions, and public agencies to review their water use and water systems for water use efficiency and to contact their water supplier for water saving ideas and assistance.

THE FOREGOING RESOLUTION No. 609 on a motion by Director _____ and second
by Director _____ is duly adopted this 22ND day of April 2025, by the following vote:

AYES:

NAYS:

ABSTAIN:

ABSENT:

SUNNYSLOPE COUNTY WATER DISTRICT

Signed: _____

Mike Alcorn, President

(S E A L)

ATTEST:

*Drew A. Lander, General Manager/Secretary of the
Board of Directors*

Staff Report

Agenda Item: I-3

DATE: April 16, 2025 (April 22, 2025 Meeting)

TO: Board of Directors

FROM: Rob Hillebrecht, Principal Engineer

SUBJECT: Consider Authorizing The President To Sign The Agreement For Water Facilities And Service For The Willow Landing Development. (EIR Certified By City Of Hollister).

RECOMMENDATION:

Authorize the President to sign the agreement for Water Facilities and Service for the Willow Landing Development.

BACKGROUND:

The Willow Landing Development is located between Meridian and Santa Ana Rd along Memorial Dr. just east of Maze Middle School and the Dual Language Academy. One hundred forty four (144) new single-family homes are proposed to be constructed by Tri Pointe Homes on small 3,000 to 6,000 square foot lots. 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. Due to timing, weather and the adjacent school needs, the Developer agreed to accept an At-Risk agreement with the City of Hollister who approved an early start for this subdivision prior to the final approval of all Civil improvement plan approvals. To date much of the subdivision is complete. Inspection expenses has been recorded against this development and this agreement is needed to recoup those expenses and to finalize conditions of service prior to construction of homes on these lots.

The development was required to install a dedicated irrigation pipeline in their portions of Meridian, Memorial, and Santa Ana Rd. The goal is to connect that to the Foxhill Zone irrigation pipe in Santana Ranch through the future development of the fields between Hillcrest and Santa Ana west of Fairview. Once connected to that system, a separate project could connect to the schools supplying their fields and landscape with well water rather than surface water.

The attached Agreement is the District's standard agreement for water facilities and service to a new development. The District currently has sufficient 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 Willow Landing development will ultimately provide Sunnyslope with 146 water capacity fees (144 homes and 2 landscape meters) totaling over \$2 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.

ENVIRONMENTAL IMPACT:

The City of Hollister City Council approved an Environmental Impact Report for the Willow Landing Development.

ATTACHMENTS

1. Agreement for Water Facilities and Service for Willow Landing 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 WILLOW LANDING 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 Tri Pointe Homes ("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 accept 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 water system is Nine Hundred Seven Thousand Six Hundred Seventy Five dollars (\$907,675); therefore the required bond amount is Ninety Thousand Seven Hundred Seventy Dollars (\$90,770.00). 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 Thirty Six Thousand Eight Hundred Ten dollars (\$36,810). 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 Nine Hundred Seven Thousand Six Hundred Seventy Five dollars (\$907,675). 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 PDF 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:

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.

This 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 Meridian, Memorial, and Santa Ana Rd. 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.

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

Mike Alcorn
President, Board of Directors,
Sunnyslope County Water District

ATTEST:

Drew A. Lander
Secretary to the Board of Directors

"Developer"
Tri Pointe Homes

Signature

Printed Name

Title

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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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.

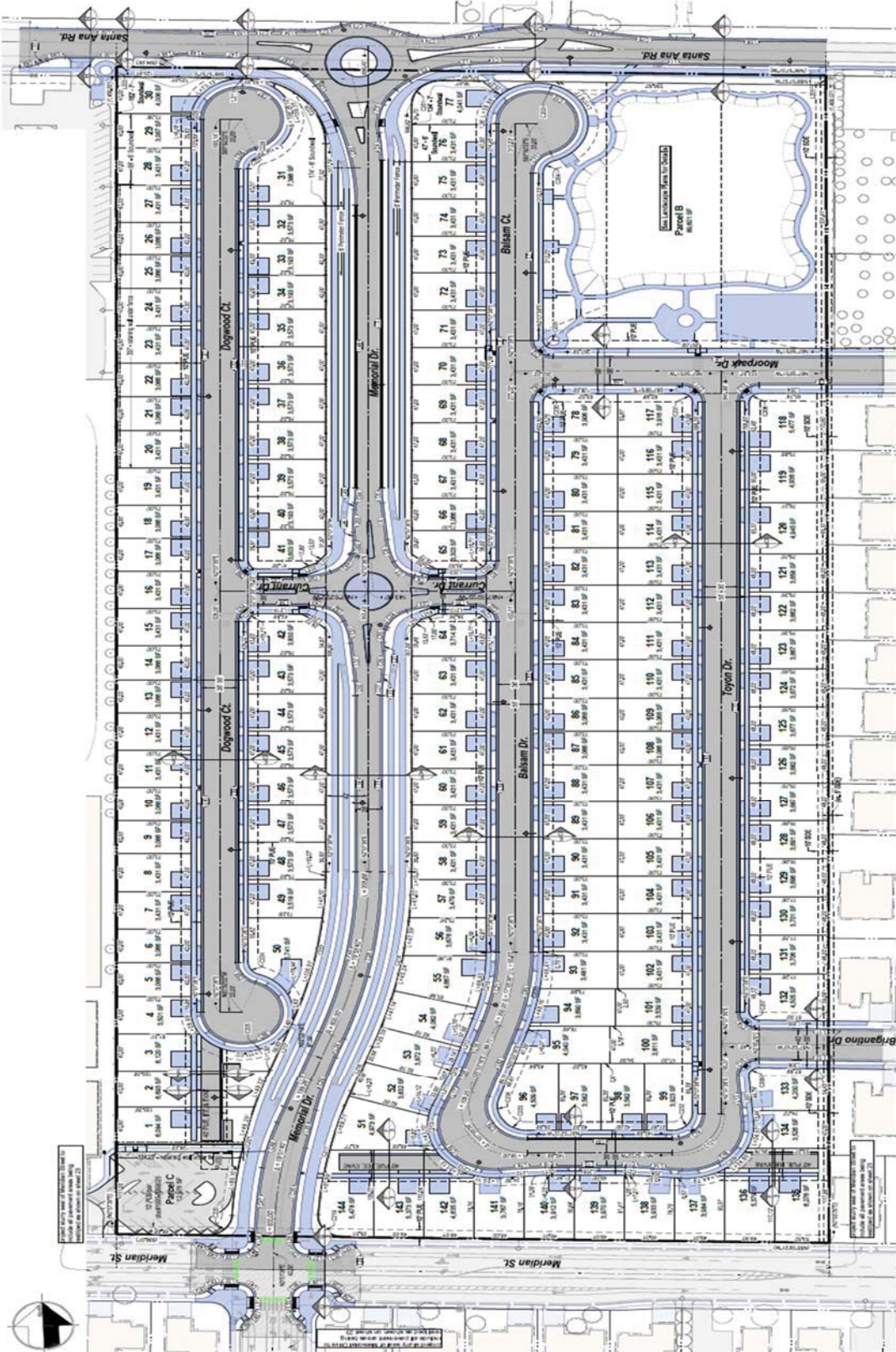
WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT A
(Vicinity Map of Development)



EXHIBIT B
(Map of Development)



Staff Report

Agenda Item: I-4

DATE: April 17, 2025 (April 22, 2025 Meeting)

TO: Board of Directors

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

SUBJECT: DRAFT Agreement Between The Sunnyslope County Water District And The County Of San Benito Regarding The Urban Community Drought Relief Grant, Agreement No. 4600015432 – For Board Discussion Only

RECOMMENDATION:

The attached draft agreement is provided to the board as informational and for discussion only. No action is required at this time. The County and SSCWD are working on finalizing this agreement so that it can be returned to the board for approval.

BACKGROUND:

The County of San Benito successfully obtained a \$13M Community Drought Relief Grant in August 2023 for the consolidation of the Tres Pinos Water District and the Stonegate water system CSA, along with facilitating the connection of the Venture Estates water system. This Grant relies on dissolving all small water systems and allowing water service to be provided through SSCWD which in prior years was unpractical since a portion of these properties are outside of the blue valve water allocation allowed for Municipal and Industrial water service.

With agreement established between SBCWD and SSCWD, along with facilitation by the State Department of Water Resources and the Department of Drinking Water, the design of the water system commenced to verify that the project is indeed possible within the 3 year time deadlines.

To utilize the \$13M of grant money the State requires the community to provide approximately \$4M of local funding. Since SSCWD is not the beneficiary of the project as a whole, the matching funds must come from the community to be served by this consolidation project. To do this, County and Sunnyslope staff are finalizing a State Revolving Fund (SRF) application requesting the State to provide a low interest loan for the matching funds required. All beneficiaries of the small consolidated water districts will be allocated the final cost over a 25-year finance period. Sunnyslope has previously identified improvements which directly benefit the existing customers of SSCWD. The cost of these improvements will be borne by the district, and the grant manager may subtract these costs from the matching funds required. In the end the money borrowed will be the balance of the matching funds required and any additional expenses of the project. Since these applications take several months to complete SSCWD will manage the consolidation and will assist the County with finalizing the SRF loan acquisition.

Agenda Item: I-4

Since SSCWD is currently managing the project there are costs that will be incurred by the District. The County will reimburse SSCWD for these costs through the grant. To do this the attached draft MOU has been developed with the intent to allow the county to transfer funds to SSCWD so that the project can be completed on time.

FISCAL IMPACT:

The fiscal impact of this project when complete is \$0. Reasonable staff time is charged to the project, with can be reimbursed by the grant funding. The district will have infrastructure expenses; however these costs have been planned to be spend by the district for the connection of water lines to serve as an irrigation zone and to loop existing water lines in neighborhoods. All other design and construction expenses will be paid for as specified in the grant agreement held by the County.

ENVIRONMENTAL IMPACT:

The agreement is exempted from CEQA. All projects developed as a result of the grant will be evaluated as required by law.

ATTACHMENTS

1. Draft Agreement Between The Sunnyslope County Water District And The County Of San Benito

**AGREEMENT BETWEEN THE SUNNYSLOPE COUNTY WATER
DISTRICT AND THE COUNTY OF SAN BENITO REGARDING THE
URBAN COMMUNITY DROUGHT RELIEF GRANT
(GRANT AGREEMENT NO. 4600015432)**

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

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

1. Effective Date. This Agreement is subject to approval by the legislative bodies of the COUNTY and the DISTRICT. The Agreement is effective on the date the last entity approves and executes this agreement. ("Effective Date").
2. This agreement shall be effective once it is executed by both parties and shall terminate after the DISTRICT has received its final reimbursement or when the terms of the Department of Water Resources Grant Agreement no.4600015432 (hereinafter "GRANT") have been fulfilled, whichever is later.
3. Purpose and Scope Work. In a cooperative effort to provide timely progress and completion of tasks for GRANT, attached hereto as Attachment A, the COUNTY and DISTRICT agree to the following:
4. Responsibilities of COUNTY and DISTRICT.
 - A. COUNTY shall be responsible for the following:
 - (1) COUNTY, being the Grantee of the GRANT, shall perform all duties to comply with the requirements of the Grantee as denoted within the GRANT.
 - (2) COUNTY shall devote sufficient COUNTY staff, consultants, and contractors to perform work denoted within the GRANT.
 - (3) COUNTY acknowledges that DISTRICT shall devote DISTRICT staff, consultants, and contractors to perform work denoted within the GRANT. Consequently, COUNTY agrees to reimburse DISTRICT within thirty (30) days of receipt of invoice from DISTRICT for work performed as denoted within the GRANT. Reimbursements from the COUNTY to the DISTRICT shall apply to the \$13,274,684 that is payable from the State pursuant to the GRANT. Reimbursements from the COUNTY to the DISTRICT shall not apply to the local cost share of \$4,401,413 of non-State funds as denoted within the GRANT.

(4) COUNTY acknowledges that the local cost share (non-State funds) in the amount of \$4,401,413 is the full responsibility of any and all county residents benefiting directly from the execution of this GRANT and that the DISTRICT has committed to contribute the cost of district benefit improvements as matching funds towards this local cost share, and that the DISTRICT agrees to carry the balance of the local cost share as needed during the construction phase of the GRANT until a permanent financing mechanism (loan or other qualifying grant funds) have been secured. The COUNTY, as the Grantee shall participate in the application of a State Revolving Fund (SRF) loan as the intended mechanism of permanent financing to close the gap of required local cost share which does not qualify as direct DISTRICT benefit matching funds.

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

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

B. DISTRICT shall be responsible for the following:

(1) DISTRICT, being the Local Project Sponsor (LPS) of the GRANT, shall perform all duties required of the LPS to comply with the requirements of the LPS as denoted within the GRANT.

(2) DISTRICT shall devote sufficient DISTRICT staff, consultants, and contractors to perform work denoted within the GRANT. DISTRICT shall, in a timely manner, submit invoices of completed work to the County for payment.

(3) DISTRICT shall maintain accurate records itemizing the materials and labor costs incurred to complete the scope of work denoted with the GRANT.

(4) DISTRICT, as committed during the application of the GRANT, shall facilitate the GRANT administration by providing a local cost share (non-State funds) no-interest loan not to exceed the amount of \$4,401,413, as set forth in Exhibit B (Budget) of the GRANT until permanent funding is secured to reimburse the DISTRICT for any expenditure not directly related to the benefit of existing customers. Required Cost Share can be for Eligible Project Costs directly related to the Project as set forth in Exhibit A (Work Plan) of the GRANT, incurred after June 30, 2022.

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

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

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

COUNTY:

San Benito County Board of Supervisors

By: _____
Kollin Kosmicki, Chair

Date: _____

Attest:

Vanessa Delgado, Clerk of the Board

Date: _____

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

Sean Cameron, Assistant County Counsel

Date: _____

SUNNYSLOPE COUNTY WATER DISTRICT:
Sunnyslope County Water District Board of Directors

By: _____
Michael Alcorn, President

Date: _____

Attest:

Drew A. Lander, GM/Secretary to the Board

Date: _____

APPROVED AS TO LEGAL FORM:
DISTRICT Attorney's Office

Michael Laredo, Attorney at Law

Date: _____

Staff Report

Agenda Item: I-5

DATE: April 17, 2025 (April 22, 2025 Meeting)

TO: Board of Directors

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

SUBJECT: Resolution No. 610 To Adopt Divisions For By-Director-Division Elections (Not A Project Under CEQA Per Article 20, Section 15061(b)(3)).

RECOMMENDATION:

Adopt Resolution No. 610 selecting a director division map for use in the November 2026 elections and thereafter, completing the transition from at-large voting to division-based voting.

BACKGROUND:

The district presently has an "at-large" electoral system; the entire jurisdiction votes for each member of the District Board. This is in contrast to a "by-division" election system; where the jurisdiction is divided into divisions, a Board candidate must reside within an election division and is elected only by voters residing within that election division.

In recent years, a number of public agencies in California have been sued under the California Voting Rights Act ("CVRA"). Typically, plaintiffs allege that the defendant agency's at-large electoral system has resulted in "voting in which there is a difference . . . in the choice of candidates of other electoral choices that are preferred by voters in a protected class, and in the choice of candidates and electoral choices that are preferred by voters in the rest of the electorate." These lawsuits usually demand that the defendant agency transition to a by district/by-division system.

In March 2023, the District received a letter from attorney Kevin Shenkman of the law firm Shenkman & Hughes threatening to sue the district for alleged violations of the CVRA unless the district voluntarily converted to a by-division election system. Though the District disputes the claim that its current electoral system violates the CVRA, litigation under that Act is extremely costly, even if the district were to prevail. To avoid costly litigation, the Board determined that a move to by-division elections is in the best interest of the district. The Board directed the General Manager to identify a qualified demographics consultant who could accomplish this task, and in August 2023 the board directed the General Manager to contract with NDC for demographic mapping services. In January 2025 the Board adopted Resolution No. 607, declaring the Board's intention to transition to "by-division" elections and all hearing requirements of the CVRA have been fulfilled.

DISCUSSION

Following the approval of a resolution of intent, the board has conducted four duly noticed public hearings, on February 25, March 25, April 15, and April 22, 2025. At the first two hearings, the Board received testimony from members of the public regarding considerations to guide the composition of proposed districts; no draft maps were considered at those hearings. On April 8th, the District's demographer made public on the district website a set of draft maps. At the third and fourth hearings, the Board solicited and received public testimony regarding those draft maps.

This hearing is intended to be the fifth and final public hearing, following which the Board is requested to select a final Director Division map for use in the elections to be held in November 2026, and thereafter until the divisions are adjusted in accordance with law.

All of the maps, timeline, and process have been made publicly available on the district website, www.sunnyslopewater.org.

CONCLUSION

In light of the foregoing, Staff recommends that the Board:

- Conduct the final public hearing to receive public testimony regarding the various draft maps proposed to date.
- Choose the Board's preferred draft map for use in November 2026 and thereafter.
- Adopt Resolution No. 610 incorporating the selected map and setting the election sequence for that map.

Attachments

FISCAL IMPACT:

The fiscal impact of compliance with the CVRA has been potentially very costly due to the punitive nature of the law and the severely short timelines to remain under compliance with the "Safe Harbor" protections. The full cost of compliance is unknown at this time.

ENVIRONMENTAL IMPACT:

This action is not a project under CEQA Per Article 20, Section 15061(b)(3).

ATTACHMENTS

- 1) Resolution No. 610 - Resolution Adopting Director Divisions

RESOLUTION NO. 610

A RESOLUTION OF THE BOARD OF DIRECTORS OF SUNNYSLOPE COUNTY WATER DISTRICT CHANGING FROM AN AT-LARGE ELECTION SYSTEM TO A BY- DIVISION ELECTION SYSTEM FOR ELECTING MEMBERS OF THE BOARD OF DIRECTORS COMMENCING WITH THE BOARD ELECTIONS IN NOVEMBER 2026

The Sunnyslope County Water District has made the following findings:

WHEREAS, the members of the Board of Directors of the Sunnyslope Water District ("District") are currently elected in "at-large" elections in which each member of the Board of Directors is elected by the registered voters of the entire District and serves a four-year term; and

WHEREAS, California Elections Code § 10650, in certain circumstances, authorizes the Board of Directors of a special district to change its method of election from "at-large" to "by-divisions" in which each member of the Board of Directors is elected only by the voters residing in the division in which the candidate resides; and

WHEREAS, the District received a certified letter from the law firm of Shenkman & Hughes, asserting that the District's electoral system violates the California Voting Rights Act ("CVRA") and threatening litigation if the District declines to change voluntarily to a by-division election system for electing board members; and

WHEREAS, litigation under the CVRA is very expensive, and if the defendant loses it is required to pay the plaintiff's attorneys' fees and expenses, which in most cases to date have been significantly over a million dollars; and

WHEREAS, the California Legislature, in amendments to Elections Code § 10010 and in Elections Code § 10650, has provided a method whereby a special district can change to a by-division election system and be protected from litigation under the CVRA; and

WHEREAS, changing to a by-division electoral system pursuant to Elections Code § 10010 would avoid the extraordinary cost to defend against a CVRA lawsuit, even if the District were to prevail in that action; and

WHEREAS, the District denies that its at-large system for electing Directors violates the CVRA or any other provision of law and asserts the District's election system is legal in all respects and further denies any wrongdoing in connection with the manner in which it has conducted its elections; and

WHEREAS, despite the foregoing, the Board of Directors determined that the public interest would be best served by changing to a by-division election system to avoid the risks and costs of defending against a CVRA lawsuit; and

WHEREAS, on January 28th, 2025, the Board of Directors passed Resolution No. 607 declaring its intention to transition from an at-large electoral system to a by-division electoral system and adopting a tentative calendar of public hearings and other actions in accordance with California Elections Code § 10010(a); and

WHEREAS, on February 25 and March 25, 2025, pursuant to California Elections Code § 10010(a)(1), the Board held duly-noticed public hearings where the public was invited to provide input regarding the composition of the Director Divisions before any draft maps were drawn; and

WHEREAS, on April 15, 2025, the District made public draft Director Division plans prepared by its demographic consultant, and a proposed sequencing of elections in each draft map, which were posted on the District's redistricting website; and

WHEREAS, at the formal Board of Directors meeting on April 15 and April 22, 2025, the Board conducted duly-noticed public hearings to receive public testimony regarding the draft maps; and

WHEREAS, on April 22, 2025, the Board of Directors held a fifth duly-noticed public hearing after which it selected Map ___(TBD)___ as the by-division electoral plan for the District and adopted the following sequence of elections published therewith;

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

The forgoing recitals are true and correct and form the basis of this Resolution.

Purpose and Authority.

The purpose of this Resolution is, pursuant to California Elections Code §10010, to change the method for the election of members of the Board of Directors of the Sunnyslope Water District from at-large to by-division in five (5) single-member divisions commencing with the November 2026 elections for Board of Directors, and thereafter until changed in accordance with law. This Resolution is adopted pursuant to the District's authority under California Elections Code §10010 and California Elections Code §10650.

By-Division Electoral System.

Pursuant to California Elections Code §10010 and §10650, and except as provided in Section 5(a), below, Directors shall be elected by-divisions in five (5) divisions as that term is defined in Public Resources Code §5785(b)(1), meaning "the election of each member of the board of directors by voters of the division alone."

Divisions.

The divisions shall be as reflected in the map attached hereto as Exhibit A, which is incorporated herein by this reference. The divisions specified in Exhibit A shall continue in effect until they are amended or repealed in accordance with law.

Term of Office and Elections.

A Director in office at the time this resolution takes effect shall continue in office until the expiration of the full term to which they were elected or appointed and until his or her successor is qualified. If vacancies in Director offices elected at-large occur before expiration of the full term thereof, such vacancies shall be filled according to law from the District at-large.

In November 2026, Directors shall be elected in Divisions ___(TBD)___, ___(TBD)___ and ___(TBD)___; and

In November 2028, Directors shall be elected in Divisions ___(TBD)___ and ___(TBD)___; and

Except as provided in subsection (a) of this section, the Director elected to represent a division must live in that division and be a registered voter in that division, and any candidate for Director must live in and be a registered voter in, the division in which they seek election at the time nomination papers are issued, pursuant to California Elections Code § 10227.

Exemption from CEQA.

The Board of Directors finds that the actions taken in this Resolution are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Title 14 of the California Code of Regulations, Section 15061(b)(3), because it can be said with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

Implementation.

If necessary to facilitate the implementation of this Ordinance, the General Manager or his or her designee is authorized to make technical adjustments to the division boundaries that do not substantively affect the populations in the divisions or the eligibility of candidates. The

General Manager shall consult with counsel concerning any technical adjustments deemed necessary and shall advise the Board of Directors of any such adjustments required in the implementation of the divisions.

The General Manager is authorized and directed to take all other reasonable and appropriate actions to fully implement the provisions of this resolution.

Severability.

If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this ordinance. The Board of Directors hereby declares that it would have passed this resolution and each section or subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

Reservation of Right.

The District Board of Directors reserves the right to repeal this resolution or re-establish at-large elections in accordance with law should the CVRA be declared illegal, or as may be in the best interests of the District.

PASSED AND ADOPTED this 22nd day of April, 2025, at a regular meeting of the Board of Directors of the Sunnyslope Water District, California, by the following vote:

AYES:

NAYS:

ABSENT:

SUNNYSLOPE COUNTY WATER DISTRICT

By: _____
Michael Alcorn, President

(SEAL)

ATTEST: _____
Drew A. Lander, Secretary