

MINUTES
Special Meeting of the Board of Directors
of the
SUNNYSLOPE COUNTY WATER DISTRICT
January 14th, 2025

A. CALL TO ORDER: The meeting was called to order at 5:15 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), Director Dee Brown (DB), Director Edward Mauro (EM).

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

C. APPROVAL OF AGENDA: President Alcorn requested a motion to approve the agenda. Director Mauro motioned to approve the agenda, seconded by Director Brown, for which President Alcorn took a roll call vote as follows: (DB), yes; (EM), yes; and (MA), yes; the motion carried 3-0.

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

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

E. NEW BUSINESS:

1. Interview Perspective Applicants To The Board, Consider And Sustain Appointment By A Majority Vote, And Conduct A Swearing-In Ceremony Of A New Board Member To Fill A Vacancy On The Board Of Directors.

President Alcorn directed interviews allowing all Board members to ask organized questions of the two applicants in attendance; Thomas Day and Orlando Martinez, who submitted complete applications. Director Buzzetta joined the meeting late at 5:35 P.M. during Board interviews. After interviews were conducted separately the Board excused themselves to deliberate in closed session. After deliberation concluded, the Board returned to open session and President Alcorn thanked both applicants for their time and qualifications.

President Alcorn then asked for any public comment and upon receiving no public comment, Director Brown made a motion to appoint Orlando Martinez to complete the remaining term of office vacated by James Parker. 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 carried 4-0.

Orlando Martinez was appointed on January 14th, 2025 by President Alcorn to the Board of Directors for a term expiring November 30th, 2026. General Manager, Drew Lander administered the oath of office and Orlando Martinez (OM) was seated as a Director of the Board.

2. Continued Action From December 17th Board Meeting - President To Assign Director Duties To Standing District Committees For 2025. (Not A Project Under CEQA Per Article 20, Section 15378)

At the December 17th, 2024, meeting President Alcorn requested Board members to reach out to him with their committee preferences and schedules.

President Alcorn assigned Directors to the following committees or as agency representatives:

- Finance Committee – Mike Alcorn & Ed Mauro (Alternate – Jerry Buzzetta)
 - Water/Wastewater Committee – Dee Brown & Orlando Martinez (Alternate – Ed Mauro)
 - Employee & Personnel Committee – Orlando Martinez & Ed Mauro (Alternate –Dee Brown)
 - Policy and Procedures Committee – Dee Brown & Jerry Buzzetta (Alternate – Mike Alcorn)
 - Governance Committee- Jerry Buzzetta & Mike Alcorn (Alternate- Ed Mauro)
 - Water Resources Agency – Jerry Buzzetta (Alternate – Orlando Martinez)
 - ACWA/JPIA Board Representative – Dee Brown (Alternate – Mike Alcorn)
 - District Check Signing Responsibility for 2025 –
 - First quarter – Dee Brown
 - Second quarter – Orlando Martinez;
 - Third quarter – Ed Maruo
 - Fourth quarter – Jerry Buzzetta
3. **Greet New SBCWD General Manager, Receive Follow Up ADRoP Presentation, Accept ADRoP Terms of Agreement, Direct GM To Finalize An Ammendment to the Urban Areas Water Supply And Treatment Agreement With SBCWD And Return To The Board For Board Approval To Execute The Ammendment. (Agreement Is Not A Project Under CEQA Per Article 20, Section 15378)**

General Manager Lander introduced San Benito County Water District’s new General Manager, Dana Jacobson. Holly Kennedy, an HDR Inc. consultant, joined the meeting on Zoom to present on the ADRoP project pertaining to the Urban Area Water Supply and Treatment Agreement. Mr. Jacobson introduced himself to the board and expressed his support for the ADRoP project as the most economical way to provide clean water to existing customers during drought years. Holly Kennedy then provided a presentation on the Master Plan that concluded with Dana Jacobson reviewing the principal terms of agreement regarding the ADRoP project. It was then opened up for director comments and questions.

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 accept the ADRoP terms of agreement and direct the General Manager to finalize an amendment to the Urban Area Water Supply & Treatment Agreement with SBCWD and return to the Board for board approval to execute the ammdement. 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; (OM), yes; and (MA), yes; the motion carried 5-0.

4. **Authorize The Board President To Sign The Agreement Between San Benito County Water District And Sunnyslope County Water District For The Export Of Water From Zones 3 & 6 (CEQA Title 14, Article 19 Categorical Exemption 15308, Protection Of The Environment.)**

General Manager Lander explained in order to fulfill the intent to serve customers annexed into the District from Best Roads Mutual Water Company, Stonegate Community Service Area & the Tres Pinos Water District that currently reside outside of Zone 3 & 6 boundaries.

President Alcorn 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 Board President to sign the agreement between San Benito County Water District and Sunnyslope County Water District for the export of water from Zones 3 & 6. 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; (OM), yes; and (MA), yes; the motion carried 5-0.

5. Approval Of Resolution #605 Initiating Proceedings For The Best Road Mutual Water Company Annexation To The Sunnyslope County Water District Sphere Of Influence And Service Area.

General Manager Lander informed the Board that this resolution is necessary to initiate the LAFCO application to annex the BRMWC customers into the district.

President Alcorn asked for any public comment and upon receiving no public comment, requested a motion to approve the item. Director Brown made a motion to approve Resolution #605 initiating proceedings for The Best Road Mutual Water Company Annexation to The Sunnyslope County Water District sphere of influence and service area. 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; (OM), yes; and (MA), yes; the motion carried 5-0.

6. Consider Approval of Resolution No. 606 and Authorize the President to Sign an Agreement for Water System Consolidation Between Best Road Mutual Water Company and the Sunnyslope County Water District. (CEQA Exempt.)

General Manager Lander explained this resolution is the consolidation agreement that outlines the requirements in order to annex Best Roads Mutual Water Company.

President Alcorn asked for any public comment and Julian Rodgers, the president of Best Roads Mutual Water Company commented on the process. General Manager Lander addressed these questions and advised additional meetings with Mr. Rodgers would occur to ensure all parties are in agreement.

President Alcorn then requested a motion to approve the item. Director Brown made a motion to table the item for a later board meeting to address formentioned additional questions. The motion did not receive a second. Director Mauro then made a motion to consider approval of Resolution No. 606 and authorize the president to sign an agreement for the water system consolidation between Best Road Mutual Water Company and Sunnyslope County Water District. 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; (OM), yes; and (MA), yes; the motion carried 5-0.

7. Consider Awarding A Contract For The Best Road Mutual Water Company Water System Consolidation Project To Specialty Construction Inc. At A Cost Not To Exceed \$1,750,000 (Project CEQA Exempt Title 22, Section 60101, Class 1: Existing Facilities, Class 2: Replacement Or Reconstruction, Class 3: New Construction Of Small Structures (Pipeline Less Than 1 Mile), and Title 14, Section 15282(K) Statutory Exemption For Right-Of-Way Pipelines less than 1 Mile, and CEQA Common Sense Exemption.)

Principal Engineer Robert Hillebrecht detailed the needed motion to approve this item from the staff report and opened up for Director questions. None were received.

President Alcorn then asked for any public comment and Julian Rodgers, President of Best Roads Mutual Water Company, thanked the Directors and Sunnyslope for their hard work. President Alcorn then requested a motion to approve the item. Director Brown made a motion to award a contract for The Best Road Mutual Water Company water system consolidation project to Specialty Constructions Inc. at a cost not to exceed \$1,750,000. 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; (OM), yes; and (MA), yes; the motion carried 5-0.

8. **Authorize The General Manager To Execute A Contract Amendment With Wallace Group For Additional Professional Services To Complete The John Smith Road Waterline Project, Amending The Contract To Increase \$43,414 For A New Contract Value Not To Exceed \$246,664. (Not A Project Under CEQA Per Article 20, Section 15378.)**

General Manager Lander brought this item to the Board to amend a contract that was awarded to Wallace Group in August 2023 that provided the foundation of the Best Road Mutual Water Company system consolidation. Additional geotechnical services were found to be needed to ensure proper completion of the project.

President Alcorn then asked for any public comment and upon receiving no public comment, requested a motion to approve the item. Director Mauro made a motion to authorize the General Manager to execute a contract amendment with Wallace Group for additional professional services to complete the John Smith Road Waterline Project, amending the contract to increase \$43,414 for a new contract value not to exceed \$246,664. 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; (OM), yes; and (MA), yes; the motion carried 5-0.

- F. **ADJOURNMENT:** President Alcorn adjourned the meeting at 8:02 p.m.

APPROVED BY THE BOARD:

Michael H. Alcorn, President

RESPECTFULLY SUBMITTED:

Drew A. Lander, Secretary

MINUTES
Regular Meeting of the Board of Directors
of the
SUNNYSLOPE COUNTY WATER DISTRICT
January 28th, 2025

A. CALL TO ORDER: The meeting was called to order at 4:45 p.m. by Director Buzzetta, at the Sunnyslope County Water District office, 3570 Airline Highway, Hollister, California.

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

Absent: President Michael Alcorn (MA).

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

C. CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS:

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

- i. CVRA Demand Letter- Shenkman & Hughes, PC*
- ii. San Benito Foods Operation and Maintenance Contract*

President Mauro retired to closed session at 4:45 p.m. and upon returning to the regular session, moved to take a brief recess at 5:15 p.m. The meeting was reconvened to open session at 5:17 p.m.

D. PLEDGE OF ALLEGIANCE: Director Martinez 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. Southwest Voter Registration Education Project v. Sunnyslope County Water District (Case No. CU-24-00329, San Benito County Superior Court)- District counsel Michael Laredo provided a status report, and no reportable action was taken.*
- ii. Joseph Vallejo, Victor Espericueta, and Christopher Jones v. the Neil Jones Food Company dba San Benito Foods (Case No. 5:24-cv-06835-VKD, Federal District Court, North District of California)- District counsel Michael Laredo provided a status report, and no reportable action was taken.*

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

G. PUBLIC COMMENTS AND AUDIENCE INTRODUCTIONS: The Board welcomed members of the public and opened the meeting to public comments regarding matters not itemized on the agenda. Douglas Johnson, president of National Demographics Corporation, is present via zoom to answer any questions pertaining to agenda Item I-1, but no comments were received at this time.

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

H. CONSENT AGENDA:

1. Approval of Minutes for:
Regular Board Meeting of December 17th, 2024.

2. Allowance of Claims – The Board reviewed the Disbursement Summary (below) for the period of December 1, 2024 through December 31, 2024, totaling \$2,211,892.98 which includes \$722,225.58 for payments to vendors, \$316,078.44 for Payroll, and \$446,120.75 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>
12/2/2024	53228	Ace Hardware (Johnson Lumber Co.)	100.45
12/2/2024	53229	Acrison	2,946.57
12/2/2024	53230	Amazon Capital Services	307.68
12/2/2024	53231	Auto Tech Service Center, Inc.	760.00
12/2/2024	53232	Brenntag Pacific, Inc.	49,613.19
12/2/2024	53233	Frisch Engineering Inc.	2,497.50
12/2/2024	53234	Hach Company	950.33
12/2/2024	53235	Iconix Waterworks (US) Inc.	341.24
12/2/2024	53236	Mc Gilloway, Ray, Brown & Kaufman	5,400.00
12/2/2024	53237	Mission Uniform Service	417.65
12/2/2024	53238	Palace Business Solutions	76.80
12/2/2024	53238	Palace Business Solutions Reversal	-76.80
12/2/2024	53239	San Benito County Water District	353,376.71
12/2/2024	53241	State Water Resources Control Board-DWOC	90.00
12/2/2024	53242	State Water Resources Control Board-DWOC	90.00
12/2/2024	53243	USA Blue Book	33.88
12/2/2024	53244	Verizon Wireless	563.97
12/2/2024	53245	Wallace Group	38,515.00
12/2/2024	53246	Wright Bros. Welding & Sheet Metal, Inc.	147.45
12/2/2024	ACH3012	Sterling Administration Health	15.22
12/2/2024	ACH3013	Sterling Administration Health	85.00
12/5/2024	ACH3014	Principal	3,440.25
12/6/2024	ACH3015	P G & E	68,309.37
12/9/2024	53247	A-1 Services	504.00
12/9/2024	53248	ACC Business	1,331.84
12/9/2024	53249	Ace Hardware (Johnson Lumber Co.)	699.55
12/9/2024	53250	Amazon Capital Services	1,071.31
12/9/2024	53251	Brenntag Pacific, Inc.	33,467.45
12/9/2024	53252	Brigantino Dirt Works CL#1095515	9,230.30
12/9/2024	53253	Brigantino Irrigation	32.24
12/9/2024	53254	City of Hollister-Finance Dept	446,120.75
12/9/2024	53255	Clean Brothers	150.00
12/9/2024	53256	EBCO Pest Control	75.00
12/9/2024	53257	Frisch Engineering Inc.	740.00
12/9/2024	53258	Maggiore Bros. Drilling, Inc.	60,057.10
12/9/2024	53259	Mark Nicholson, Inc.	11,189.00
12/9/2024	53260	Mission Uniform Service	465.43
12/9/2024	53261	Platt	296.04
12/9/2024	53262	QA Constructors, Inc.	52,000.00
12/9/2024	53263	Quinn Company	5,974.98
12/9/2024	53264	Recology San Benito County	357.64
12/9/2024	53265	San Benito County Water District	286.50
12/9/2024	53266	Simplot Grower Solutions	1,100.90
12/9/2024	53267	Star Concrete	258.92
12/9/2024	53268	State Water Resources Control Board-DWOC	90.00
12/9/2024	53269	Toro Petroleum Corp.	1,192.61
12/9/2024	ACH3016	iCloud	13,161.20
12/11/2024	53272	PG&E Payment Research	1,997.55

12/11/2024	ACH3017	Colonial Life	2,807.61
12/12/2024	JN00706	Net Pay	82,864.91
12/12/2024	JN00706	Total Tax	22,009.75
12/13/2024	53273	Running Rooster	2,929.00
12/15/2024	JN00680	Net Pay	83,150.09
12/15/2024	JN00680	Total Tax	20,166.34
12/15/2024	JN00699	Net Pay	-83,150.09
12/15/2024	JN00699	Total Tax	-20,166.34
12/18/2024	53277	Ace Hardware (Johnson Lumber Co.)	197.16
12/18/2024	53278	Agile Occupational Medicine, PC	70.00
12/18/2024	53279	Amazon Capital Services	111.85
12/18/2024	53280	Aquatrax	3,500.00
12/18/2024	53281	Brenntag Pacific, Inc.	47,078.23
12/18/2024	53282	Brigantino Irrigation	621.96
12/18/2024	53283	Calcon System, Inc.	1,906.50
12/18/2024	53284	Calif. Special Districts Association	9,548.00
12/18/2024	53285	Design Line & Granger Printing	1,056.52
12/18/2024	53286	DXP Enterprises, Inc.	1,888.16
12/18/2024	53287	Edward Mauro	147.79
12/18/2024	53288	exceedio	1,508.29
12/18/2024	53289	Hach Company	1,662.79
12/18/2024	53290	ICON Cloud Solutions, LLC	291.16
12/18/2024	53291	Iconix Waterworks (US) Inc.	16,585.42
12/18/2024	53292	InfoSend	3,939.99
12/18/2024	53293	Jerry Buzzetta	308.89
12/18/2024	53294	Kruger	77,356.10
12/18/2024	53295	MBS Business Systems	709.92
12/18/2024	53296	Mission Uniform Service	883.08
12/18/2024	53297	O'Reilly Auto Parts	104.29
12/18/2024	53298	Plangrid, Inc.	990.00
12/18/2024	53299	Postal Graphics	37.02
12/18/2024	53300	Rain for Rent	494.99
12/18/2024	53301	Star Concrete	2,183.22
12/18/2024	53302	State Water Resources Control Board-AFRS	28,205.00
12/18/2024	53303	State Water Resources Control Board-AFRS	3,945.00
12/18/2024	53304	State Water Resources Control Board-AFRS	881.00
12/18/2024	53305	Sterling Administration Health	182.50
12/18/2024	53306	Trans Union LLC	157.05
12/18/2024	53307	U.S. Bank Corporate Payment Systems	5,714.69
12/18/2024	53309	USA Blue Book	4,707.92
12/18/2024	53310	UWUA Local 820	1,061.68
12/19/2024	53311	Sharp Engineering and Construction, Inc.	6,240.00
12/19/2024	ACH3018	CalPERS - Retirement	291.50
12/19/2024	ACH3019	CalPERS - Retirement	4,953.25
12/19/2024	ACH3020	CalPERS - Retirement	8,297.10
12/19/2024	ACH3021	CalPERS - Retirement	9,029.11
12/19/2024	ACH3022	CalPERS - Health Insurance	36,096.33
12/20/2024	ACH3023	CalPERS - Retirement	162.18
12/20/2024	ACH3024	ADP	2,335.02
12/20/2024	ACH3025	Nationwide Retirements Solutions	8,944.81
12/23/2024	ACH3026	Sterling Administration Health	35.00
12/24/2024	53312	BLACH CONSTRUCTION	1,135.51
12/26/2024	JN00709	Net Pay	78,444.18
12/26/2024	JN00709	Total Tax	20,351.48
12/31/2024	53314	ACC Business	1,331.84
12/31/2024	53315	Ace Hardware (Johnson Lumber Co.)	123.69
12/31/2024	53316	Amazon Capital Services	897.05
12/31/2024	53317	Assoc. of Calif. Water Agencies (ACWA)	26,030.00
12/31/2024	53318	Brenntag Pacific, Inc.	36,389.54

12/31/2024	53319	Central Ag Supply LLC	592.91
12/31/2024	53320	Clean Brothers	150.00
12/31/2024	53321	CM Analytical, Inc.	10,982.25
12/31/2024	53322	Corbin Willits Systems, Inc. (MOM's)	162.00
12/31/2024	53323	CWEA Membership- TCP	116.00
12/31/2024	53324	De Lay & Laredo	2,300.00
12/31/2024	53325	Don Chapin Co. Inc., The	270.00
12/31/2024	53326	exceedio	3,989.70
12/31/2024	53327	Frisch Engineering Inc.	23,144.40
12/31/2024	53328	Hollister Auto Parts, Inc.	353.77
12/31/2024	53329	Hollister True Value	20.75
12/31/2024	53330	John Smith Road Landfill	1,264.45
12/31/2024	53331	Mc Gilloway, Ray, Brown & Kaufman	8,641.00
12/31/2024	53332	Michael Alcorn	650.65
12/31/2024	53333	Mission Uniform Service	391.73
12/31/2024	53334	New SV Media, Inc. (was So. Valley News.)	366.60
12/31/2024	53335	San Benito County Water District	374,091.50
12/31/2024	53337	San Benito Tire Pros & Automotive	1,014.14
12/31/2024	53338	Toro Petroleum Corp.	2,309.59
12/31/2024	53339	ULINE	1,454.47
12/31/2024	53340	Verizon Wireless	560.01
12/31/2024	53341	Wright Bros. Welding & Sheet Metal, Inc.	5,356.13
12/31/2024	53342	Zoom Video Communications, Inc.	559.90
12/31/2024	ACH3027	CalPERS - Retirement	162.18
12/31/2024	ACH3028	CalPERS - Retirement	8,332.93
12/31/2024	ACH3029	CalPERS - Retirement	9,364.07
12/31/2024	ACH3030	Nationwide Retirements Solutions	15,705.05

-\$2,211,892.98

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

Vice President Buzzetta requested to have discussion on items H-3, Engineer Monthly Status Report, and H-4, Finance Manager Monthly Status Report, from the consent agenda. Vice President Buzzetta then asked for public comment and upon receiving none, Vice President Buzzetta requested a motion to approve the consent agenda items 1, 2, 5 and 6. Upon a motion made by Director Mauro to approve the aforementioned consent agenda items, seconded by Director Brown, for which Vice President Buzzetta then took a roll call vote as follows: (OM), yes; (EM), yes; (DB), yes; and (JB) yes; the motion carried 4-0 with one absence.

Vice President Buzzetta then moved forward to have discussion on items H-3 and H-4, welcoming up Principal Engineer Robert Hillebrecht to address contract agreement questions pertaining to his respective staff report. Mr. Hillebrecht, along with General Manager Drew Lander, was able to answer all inquires of Vice President Buzzetta and was thanked for the diligent work done throughout the district. Vice President Buzzetta then welcomed up Assistant Finance Manager Dana Sullivan to ask for clarification on several of the financial monthly status reports. Miss Sullivan addressed all inquires, along with General Manager Drew Lander, and was also thanked for her time in preparing the reports.

Vice President Buzzetta then asked for public comment and upon receiving none, requested a motion to approve consent agenda items 3 and 4. Upon a motion made by Director Mauro to approve the aforementioned consent agenda items, seconded by Director Martinez, for which Vice President Buzzetta then took a roll call vote as follows: (OM), yes; (EM), yes; (DB), yes; and (JB) yes; the motion carried 4-0 with one absence.

I. NEW BUSINESS:

1. Adoption of Resolution of Intent No. 607 to Transition from At-Large to By-District Elections and Acceptance of the Timeline for Completion. (Not a Project Under CEQA Per Article 20, Section 15378)

Vice President Buzzetta requested the fourth hearing set for May 27th in the staff report be adjusted to May 20th in order to fall on the regularly scheduled board meeting that was assigned to that month.

General Manager Lander introduces Douglas Johnson, the President of National Demographics Corporation via zoom to answer any questions directors may have about the process of transitioning from at-large to by-district elections. Mr. Johnson provided answers to questions regarding the process.

Vice President Buzzetta 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 adopt Resolution of Intent No. 607 to transition from at-large to by-district elections and accept the timeline for completion. This motion was seconded by Director Brown for which Vice President Buzzetta then took a roll call vote as follows: (OM), yes; (EM), yes; (DB), yes; and (JB), yes; the motion passes 4-0 with 1 absence.

2. Authorize and Approve the Phase II Aeration System Blower Replacement Project to Purchase and Install a Second Rotary Lobe Blower at the Ridgemark Wastewater Treatment Plant for a Cost not to Exceed \$125,000. (California Environmental Quality Act Title 19- Categorically Exempt, §15301- Maintenance of Existing Facilities.)

General Manager Lander explained he is seeking approval to purchase a second rotary lobe blower after the continued success of power consumption savings from the first lobe blower purchase in January of 2024.

Vice President Buzzetta 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 and approve the Phase II Aeration System Blower Replacement Project to purchase and install a second rotary lobe blower at the Ridgemark Wastewater Treatment Plant for a cost not to exceed \$125,000. This motion was seconded by Director Martinez for which Vice President Buzzetta then took a roll call vote as follows: (OM), yes; (EM), yes; (DB), yes; and (JB), yes; the motion passes 4-0 with 1 absence.

3. Board Discussion and Annual Goal Setting/Strategic Planning Meeting (Not a Project Per CEQA Article 20, Section 15378).

Director Mauro requested to table this item due to the Board President, Michael Alcorn, not being in attendance. In addition to tabling, District Counsel Michael Laredo recommends bringing this item to a special meeting to allocate enough time to have proper discussion.

No motion is needed, Directors and General Manager agree to bring this item back to a special meeting, date to be determined.

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):** (Scheduled Meeting February 6th)

K. BOARD and STAFF REPORTS

1. **Directors:** No Report.
2. **District Counsel:** District Counsel Michael Laredo reported that his office can provide AB1234 and AB1825 training as needed and reminded all directors to complete their form 700s before the April 1st deadline.
3. **General Manager:** General Manager/Secretary Lander gave a report on the status of the Best Roads Mutual Water Consolidation, informing the board he's had multiple additional discussion with Julian Rodgers, President of Best Roads Mutual Water Company, since the January 14th, 2025, special board meeting. At this stage, the consolidation is moving along nicely and both parties are in agreement with the contract terms. Mr. Lander concluded his report by praising the district's engineering department for their work with stakeholders associated with the pipeline connecting Best Road Mutual Water Company to Sunnyslope's systems.

L. FUTURE AGENDA ITEMS: Request from Fairview Corners to sell bonds for water and sewer improvements.

M. ADJOURNMENT: Vice President Buzzetta adjourned the meeting at 6:25 p.m.

APPROVED BY THE BOARD:

Michael H. Alcorn, President

RESPECTFULLY SUBMITTED:

Drew A. Lander, Secretary



Disbursement Reports FY 24-25

Jan 1, 2025 through Jan 31, 2025

Date	Num	Name	Amount	Type
1/2/2025	ACH3031	Sterling Administration Health	120.00	Payroll
1/6/2025	ACH3032	Sterling Administration Health	439.50	Payroll
1/6/2025	ACH3033	Principal	3,631.27	Payroll
1/7/2025	ACH3034	iCloud	12,472.80	Vendors
1/8/2025	ACH3035	Sterling Administration Health	1,629.00	Payroll
1/9/2025	ACH3036	Sterling Administration Health	139.05	Payroll
1/9/2025	JN00725	Net Pay	82,750.52	Payroll
1/9/2025	JN00725	Total Tax	20,852.72	Payroll
1/10/2025	53346	Anne Muraski	14,940.00	Vendors
1/10/2025	53347	Brenntag Pacific, Inc.	2,926.90	Vendors
1/10/2025	53348	City of Hollister-Finance Dept	448,778.84	Hollister
1/10/2025	53349	FedEx	50.19	Vendors
1/10/2025	53350	Harrington Industrial Plastics LLC	196.93	Vendors
1/10/2025	53351	John Smith Road Landfill	24.50	Vendors
1/10/2025	53352	Mission Uniform Service	970.44	Vendors
1/10/2025	53353	Recology San Benito County	357.64	Vendors
1/10/2025	53354	San Benito County Water District	225.25	San Benito
1/10/2025	53355	Toro Petroleum Corp.	1,817.74	Vendors
1/10/2025	53356	U.S. Bank Corporate Payment Systems	4,778.36	Vendors
1/10/2025	53357	Wallace Group	45,396.17	Vendors
1/14/2025	ACH3037	Colonial Life	1,871.74	Payroll
1/14/2025	ACH3038	P G & E	26,750.78	Vendors
1/15/2025	53359	A-1 Services	504.00	Vendors
1/15/2025	53360	Ace Hardware (Johnson Lumber Co.)	425.21	Vendors
1/15/2025	53361	Auto Tech Service Center, Inc.	120.00	Vendors
1/15/2025	53362	Brenntag Pacific, Inc.	10,788.59	Vendors
1/15/2025	53363	Brigantino Irrigation	78.88	Vendors
1/15/2025	53364	Calcon System, Inc.	1,310.00	Vendors
1/15/2025	53365	CM Analytical, Inc.	9,333.75	Vendors
1/15/2025	53366	Community Printers, Inc.	1,982.99	Vendors
1/15/2025	53367	De Lay & Laredo	2,512.00	Vendors
1/15/2025	53368	EBCO Pest Control	75.00	Vendors
1/15/2025	53369	Extreme Air, Inc.	360.00	Vendors
1/15/2025	53370	Harrington Industrial Plastics LLC	1,117.86	Vendors
1/15/2025	53371	Hollister Auto Parts, Inc.	264.19	Vendors
1/15/2025	53372	Iconix Waterworks (US) Inc.	2,635.97	Vendors
1/15/2025	53373	Mandego Apparel	210.31	Vendors
1/15/2025	5337451481	Mark Nicholson, Inc.	5,856.93	Vendors
1/15/2025	53375	Mission Uniform Service	744.05	Vendors
1/15/2025	53376	New SV Media, Inc. (was So. Valley News.)	702.00	Vendors
1/15/2025	53377	PACE Supply Corp	1,883.38	Vendors
1/15/2025	53378	Palace Business Solutions	76.80	Vendors
1/15/2025	53379	Quinn Company	999.23	Vendors

Disbursement Reports FY 24-25

1/15/2025 53380	San Benito Tire Pros & Automotive	25.00	Vendors
1/15/2025 53381	Trans Union LLC	162.85	Vendors
1/15/2025 53382	UWUA Local 820	692.40	Payroll
1/15/2025 53383	Wright Bros. Welding & Sheet Metal, Inc.	66.00	Vendors
1/15/2025 ACH3039	Sterling Administration Health	598.99	Payroll
1/17/2025 53384	Ace Hardware (Johnson Lumber Co.)	268.22	Vendors
1/17/2025 53385	Brenntag Pacific, Inc.	37,619.41	Vendors
1/17/2025 53386	Brigantino Irrigation	96.09	Vendors
1/17/2025 53387	Bryan Mailey Electric, Inc	10,063.68	Vendors
1/17/2025 53388	Fastenal Company	36.18	Vendors
1/17/2025 53389	Green Line	2,170.00	Vendors
1/17/2025 53390	Hach Company	6,926.12	Vendors
1/17/2025 53391	Hollister True Value	26.19	Vendors
1/17/2025 53392	ICON Cloud Solutions, LLC	291.46	Vendors
1/17/2025 53393	InfoSend	3,934.84	Vendors
1/17/2025 53394	O'Reilly Auto Parts	13.68	Vendors
1/17/2025 53395	VEOLIA WTS Analytical Instruments, Inc.	18,534.58	Vendors
1/17/2025 53396	Environmental Dynamics International, Inc.	8,764.00	Vendors
1/17/2025 ACH3040	ADP	2,335.02	Payroll
1/21/2025 ACH3041	Sterling Administration Health	73.50	Payroll
1/21/2025 ACH3042	CalPERS - Retirement	162.18	Payroll
1/21/2025 ACH3043	CalPERS - Retirement	291.50	Payroll
1/21/2025 ACH3044	CalPERS - Retirement	4,953.25	Payroll
1/21/2025 ACH3045	CalPERS - Retirement	8,438.06	Payroll
1/21/2025 ACH3046	Nationwide Retirements Solutions	9,448.84	Payroll
1/21/2025 ACH3047	CalPERS - Retirement	10,662.99	Payroll
1/21/2025 ACH3048	CalPERS - Health Insurance	38,128.60	Payroll
1/22/2025 ACH3049	Sterling Administration Health	212.00	Payroll
1/23/2025 JN00727	Net Pay	77,584.07	Payroll
1/23/2025 JN00727	Total Tax	19,140.56	Payroll
1/27/2025 53397	Amazon Capital Services	147.89	Vendors
1/27/2025 5339852191	Anderson Homes	25,079.00	Customer
1/27/2025 5339952191	Anderson Homes	35,006.00	Customer
1/27/2025 53400	Atlas Copco Compressors LLC	2,093.24	Vendors
1/27/2025 53401	Brenntag Pacific, Inc.	23,163.05	Vendors
1/27/2025 53402	Brigantino Dirt Works CL#1095515	9,230.30	Vendors
1/27/2025 53403	Century Communities of California, LLC	47,771.65	Vendors
1/27/2025 53404	Corbin Willits Systems, Inc. (MOM's)	162.00	Vendors

Disbursement Reports FY 24-25

1/27/2025 53405	exceedio	3,993.18	Vendors
1/27/2025 53406	Ferguson Enterprises LLC #3325	688.42	Vendors
1/27/2025 53407	First Trust Alarm Company	1,573.77	Vendors
1/27/2025 53408	Hach Company	8,774.42	Vendors
1/27/2025 53409	Jesse Mack Company Inc.	889.10	Vendors
1/27/2025 53410	Meter, Valve & Control	75,176.50	Vendors
1/27/2025 53411	Mission Uniform Service	464.65	Vendors
1/27/2025 53412	Monterey Signs, Inc.	136.56	Vendors
1/27/2025 53413	Motion Industries, Inc.	1,202.47	Vendors
1/27/2025 53414	San Benito County- Elections Department	400.00	San Benito
1/27/2025 53415	San Benito County-Environ. Health Div.	8,110.00	San Benito
1/27/2025 53416	San Benito Tire Pros & Automotive	855.07	Vendors
1/27/2025 53417	Silke Communications, Inc.	3,284.13	Vendors
1/27/2025 53418	Star Concrete	940.64	Vendors
1/27/2025 53419	Toro Petroleum Corp.	1,853.48	Vendors
1/27/2025 53420	Verizon Wireless	576.14	Vendors
1/27/2025 53421	Waste Resource Recovery, Inc.	1,000.00	Vendors
1/27/2025 53422	Wright Bros. Indust. Supply	72.87	Vendors
1/29/2025 ACH3050	CalPERS - Retirement	162.18	Payroll
1/29/2025 ACH3051	CalPERS - Retirement	8,321.46	Payroll
1/29/2025 ACH3052	Nationwide Retirements Solutions	9,448.84	Payroll
1/29/2025 ACH3053	CalPERS - Retirement	10,590.64	Payroll
		1255989.39	

S U M M A R Y:

Accounts Payable Paid to:

Vendors	\$425,711.42
Payroll - Employee	\$312,678.88
San Benito County	\$8,735.25
City of Hollister for City Billing Collected, Net of Fees	\$448,778.84
Customer Refunds & Returned Checks/ACH	\$60,085.00
Debt & Finance	\$0.00

Total Disbursements \$1,255,989.39

Staff Report

Agenda Item: **H-3**

DATE: February 19, 2025 (February 25, 2025 Meeting)
TO: Board of Directors
FROM: Principal Engineer, Rob Hillebrecht
SUBJECT: Engineering Services Monthly Status Report

ADRoP West Hills Expansion

Sunnyslope staff attended the Pre-Construction Meeting for the ADRoP West Hills Expansion Project. The Construction Management (CM) team with Kennedy/Jenks Consultants (KJ) led the meeting through general discussion of the project specifications and administration of submittals, RFIs, change orders, payments, etc. The general contractor (Overaa) summarized their project schedule, schedule of values, some initial submittals, and general work strategy. They also identified some potential issues, especially with long lead times on key electrical and mechanical equipment and problems with “Buy American, Build American” grant requirements of critical equipment. Once the final environmental hurdles are cleared, construction is expected to begin in mid-March.

Best Road Mutual Consolidation

Sunnyslope issued the Notice-To-Proceed for the Best Road Consolidation Project to Specialty Construction Inc (SCI) on January 30, 2025. A Pre-Construction meeting was held on February 6 in which our CM team with Wallace Group covered the key project specifications and administrative processes. SCI presented an initial project schedule and strategy around which we stressed the importance of timeliness due to the grant deadline. SCI submitted their traffic control plan to the County as part of their encroachment permit application and submitted their Storm Water Pollution Prevention Plan (SWPPP). Weekly progress meetings have commenced to ensure that all aspects of the project run smoothly. Sunnyslope staff also prepared a separate contract for SCADA services that are required for the effective operation of the consolidated system. Additionally, staff are testing a portion of the Foxhill pipeline from Well 5 to Ceilo Vista Dr originally installed in the mid-1980s.

Venture Estates, Tres Pinos, & Stonegate Consolidation

Wallace Group has completed the 50% Design for the “Mega” Consolidation Project and Sunnyslope staff are reviewing and commenting on those plans and specifications. The portion of the design across the future Fairview Corners Phase 2 will be designed under a separate contract with that developer’s engineer RJA in order to minimize potential conflicts with the development. Easement acquisition is a critical aspect of this project so Sunnyslope has begun amiable discussions with the property owners whom we must acquire easements. A presentation was

given to the Tres Pinos Elementary School District for an easement across their property. Sunnyslope intends to contract with a property appraiser to evaluate the market value of each easement as the next step of the acquisition process. Staff have also identified and initiated design of several grant matching funds projects that benefit the consolidation along with all other District customers. However, these projects likely will not fulfill the entire matching fund requirement, so the consolidated systems are considering applying for a \$2.5-3 million State Revolving Fund loan to enact needed improvements in their systems for adequate fire protection.

Engineering Staff Trainings

The Engineering Department has participated in very valuable training conducted by AWWA and ACWA about distribution system flushing, well drilling, well pump design, job descriptions, and meter reading technologies. This training courses are critical to ensure that staff are knowledgeable about the current techniques and technologies surrounding water and wastewater utilities. Several Sunnyslope staff also attended the CWEA Banquet where they can network with other industry professionals.

Well #8 Rehabilitation and Well #7 Rehabilitation & Site Improvements

Well #8 has returned to full service and is entirely operational. The new well pump and motor are performing effectively. The rehabilitation of this well improves the resilience and operational flexibility of Sunnyslope's system for years to come. Staff are currently scheduling Well #7 rehabilitation which is expected to occur from March-April. A full survey of the Well #7 site will be conducted to allow staff to design the site improvements including a new equipment storage building; sand, base rock, spoils, etc. material storage bins; Fairview Zone to Ridgemark Zone booster pump station; abandonment of Well #6; ingress/egress improvements; stormwater management; site security; and wellhead improvements.

Urban Water Use Objective Report

Assistant Engineer Alvin Do has completed and submitted the Urban Water Use Objective Report. This report assesses the effectiveness of conservation efforts implemented by Sunnyslope largely through the Water Resources Association. Sunnyslope's overall water use was significantly below the conservation target set by the State.

Electronic Annual Reports

Electronic Annual Reports must be submitted to DDW annually for Sunnyslope's and SBCWD's potable water distribution systems. Sunnyslope submits on behalf of SBCWD as the operator of their treatment plants and potable water distribution system which delivers water from the treatment plants to the Sunnyslope and Hollister turnouts. Alvin efficiently filled out the reports and Rob is in the process of reviewing them.

Enterprise Lift Station Construction

All the electrical conduits and concrete pads have been installed for the Enterprise Lift Station. The electrical control panel is expected to be delivered in mid-March with the station fully operational in April. Staff are preparing to go to bid for the Oak Canyon Lift Station decommissioning so that work can begin quickly once the Enterprise Lift is operational.

Staff Report

Agenda Item: **H – 4a**

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

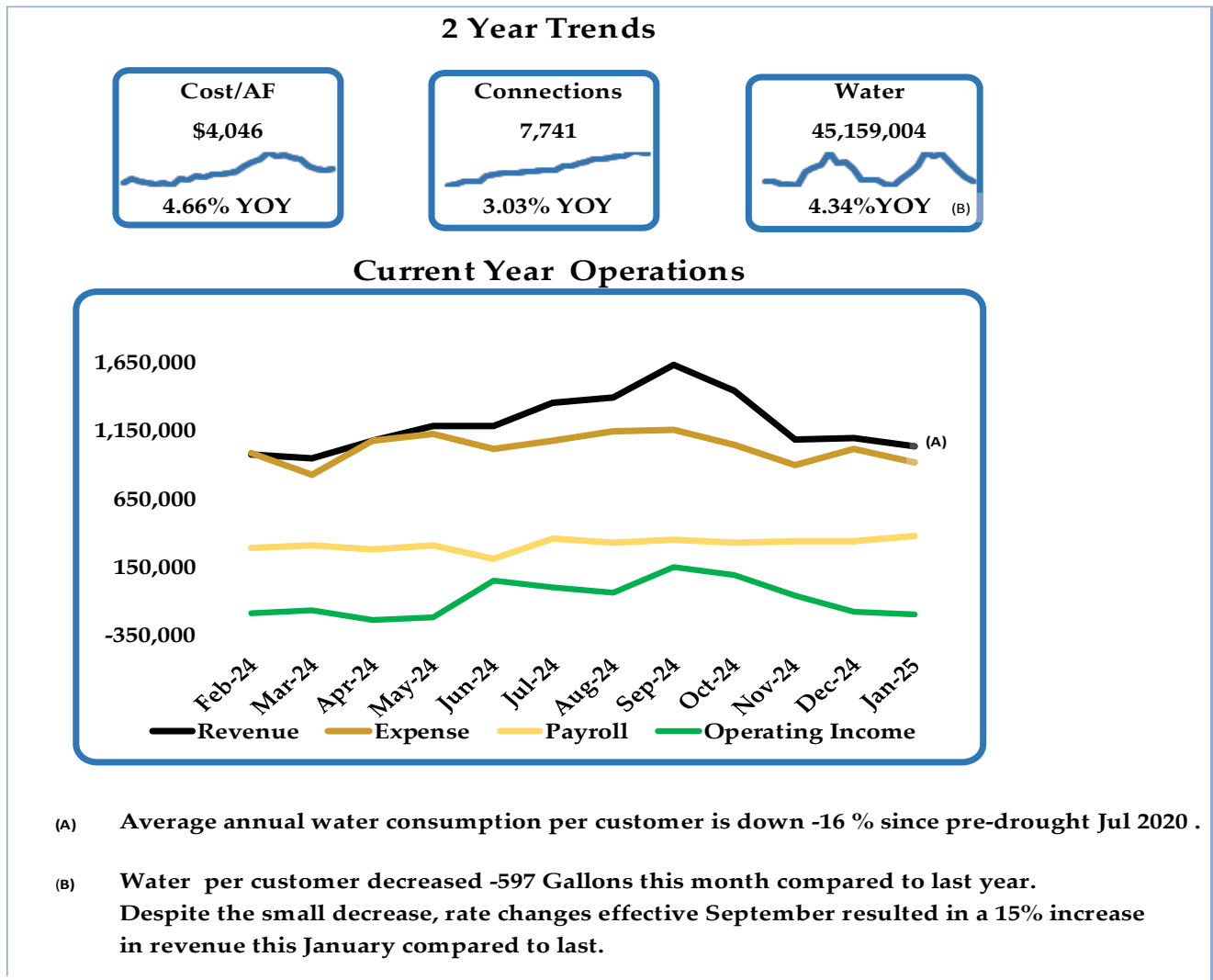
TO: Board of Directors

FROM: Finance Dept. Dana Sullivan & Barry Kelly

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

OVERVIEW

(January 2025)



OPERATIONS SUMMARY

(January 2025)

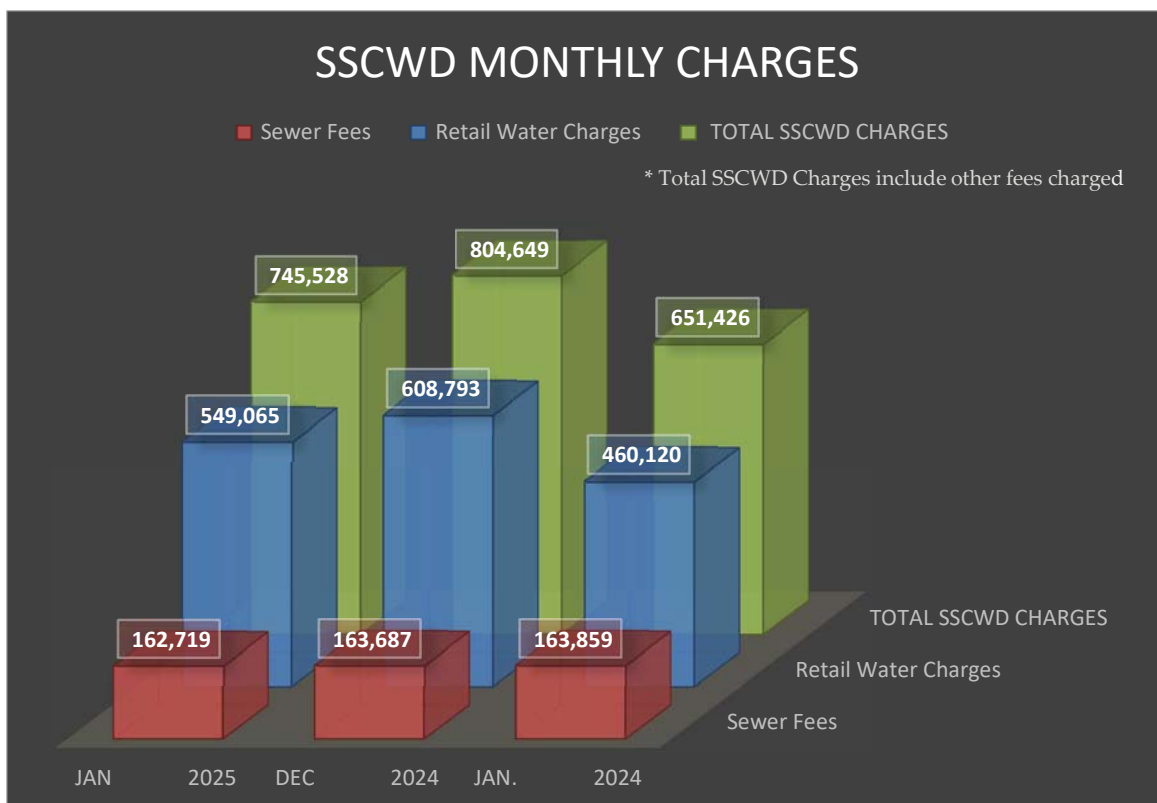
New home development connections increased by 12 accounts in January 2025. Since the beginning of FY 24-25, the district has gained 104 new development water connections. We had 7,741 active customers in January and 6,184 of those customers utilized online services and electronic payments.

YTD Revenue for FY 24-25 totals \$6.7m.

Receivables from operations total \$1.2m. The past due portion totals 8%. Past due amounts have decreased (9.7%) compared to the prior year, January 2024, when past due totaled 17.7%. The large decrease is attributed to collection efforts imposed over the last year involving liens and shut off notices.

O&M receivables total \$235k and is current.

Water consumption YTD is up 7.4 % from one year ago and, due to rate changes effective September 2024, water charges are up 19% from the prior year. Billed Metered water YTD is 547M gallons vs 509M for the same periods in the prior year.



STATEMENT OF INCOME VS BUDGET

(January 2025)

YTD, we show an overall Net Operating loss of \$(219k) vs a loss of \$(1.1M) in the prior year. The decreased deficit is attributed to the cost of operating the plants at a lower blend percentage, the September 2024 rate increase and an increase of water consumption. We can expect to see higher blend percentages during the winter months when water usage is low. An 80-20 blend percentage during the wet season is an effort to combat the salinity levels at the wastewater facility. When water consumption and irrigation are high during the warmer months, we can expect to see the blend percentages drop. The low blend percentage during the higher consumption months should offset the expenses acquired during the lower consumption months. The blend averaged 86% in the prior year and has averaged 50% in the current year with efforts to ensure a financially responsible blend strategy moving forward.

INVESTMENT SUMMARY

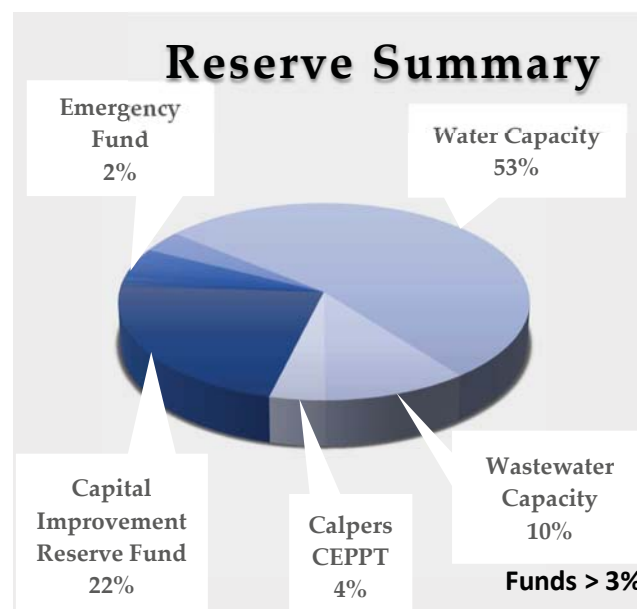
(January 2025)

Cash and invested funds total \$26.6m. Over \$23m is earning between 1.1% and 4.9%. The FY25 income from investments is \$494k YTD.

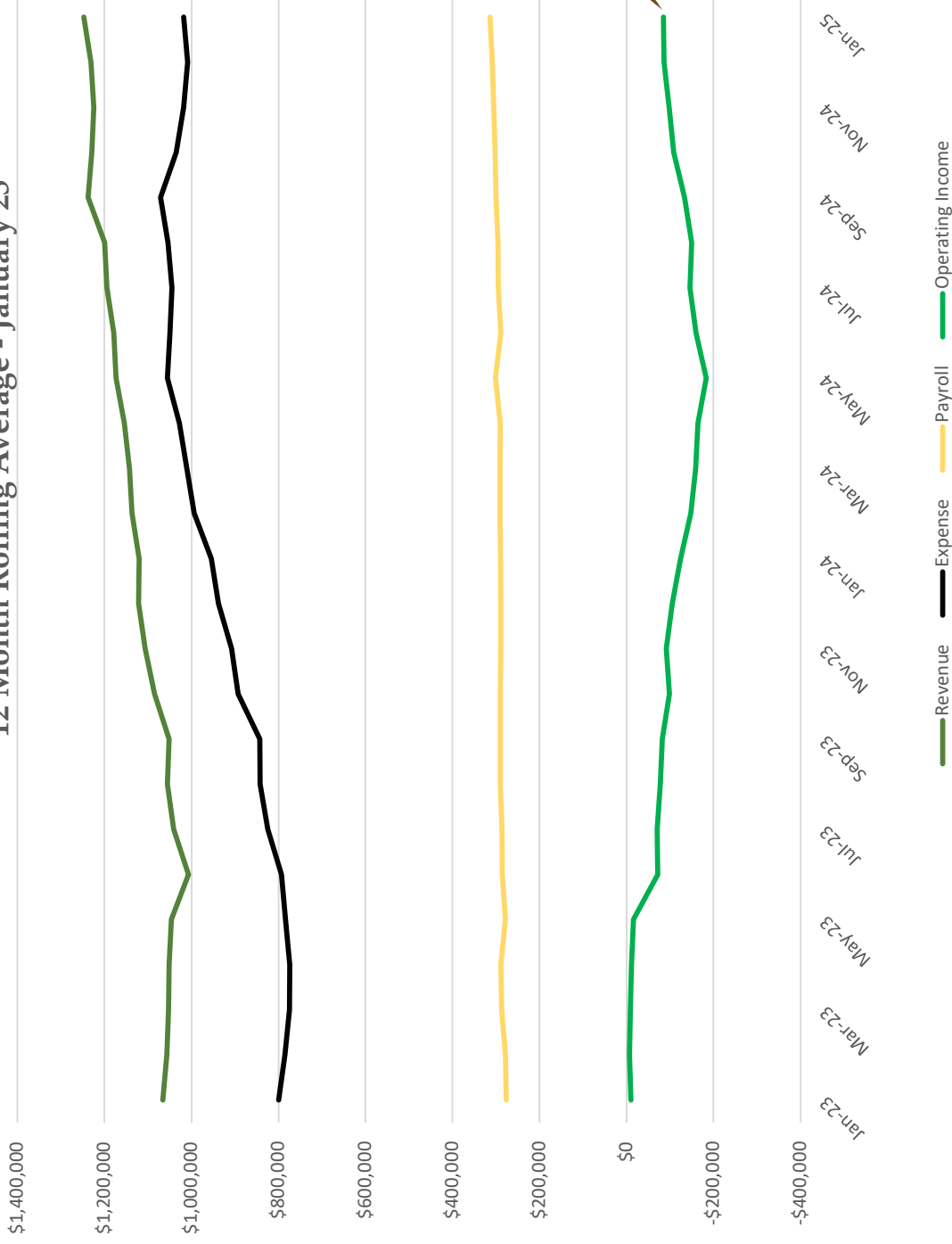
RESERVES

(January 2025)

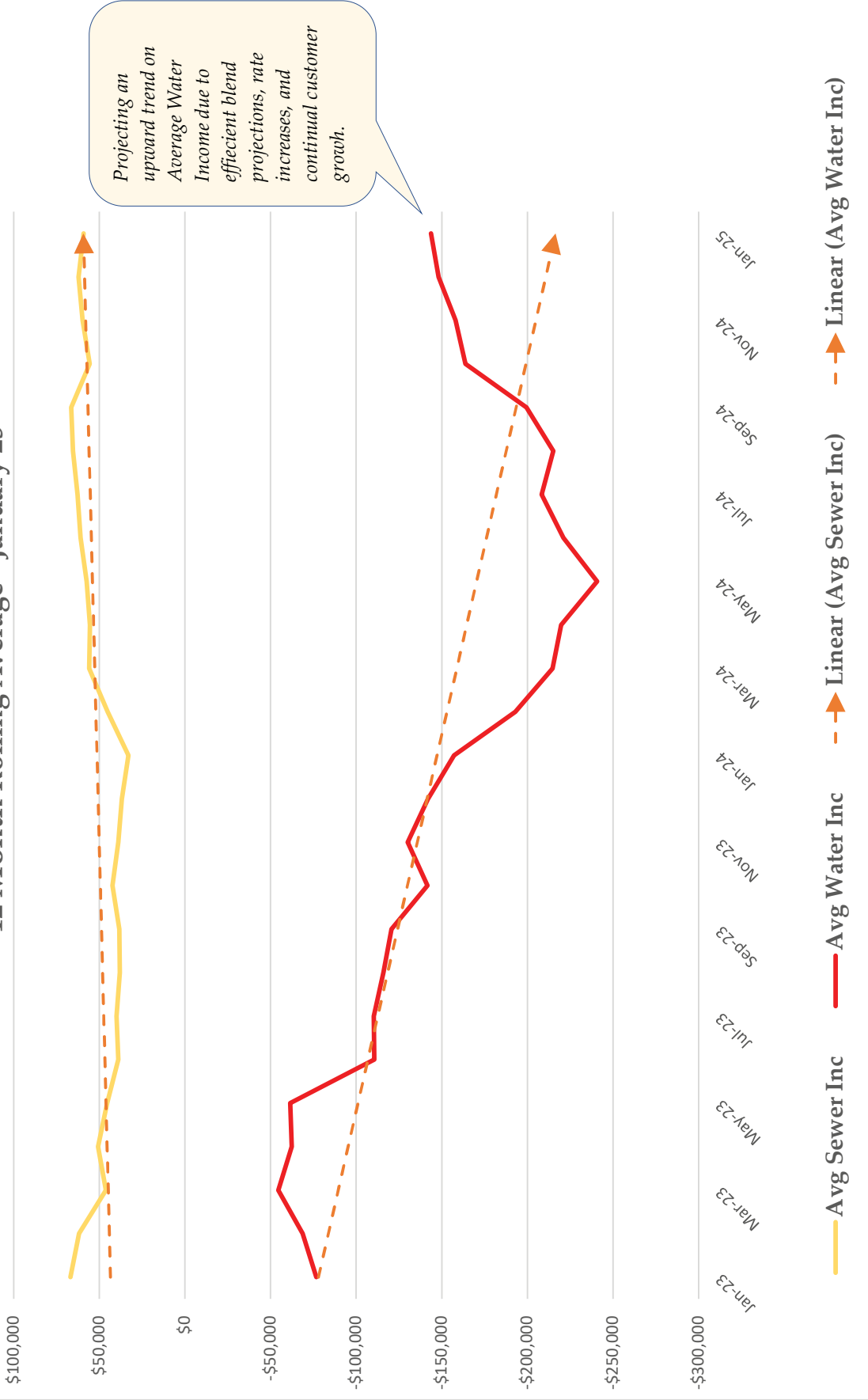
Reserves total \$23.9m which equals 42% of capitalized assets. See the Board Designated Reserve report for a summary of the transactions and the status of actual expenditures per Board authorized expenditures.



Statement of Operating Income 12 Month Rolling Average - January 25

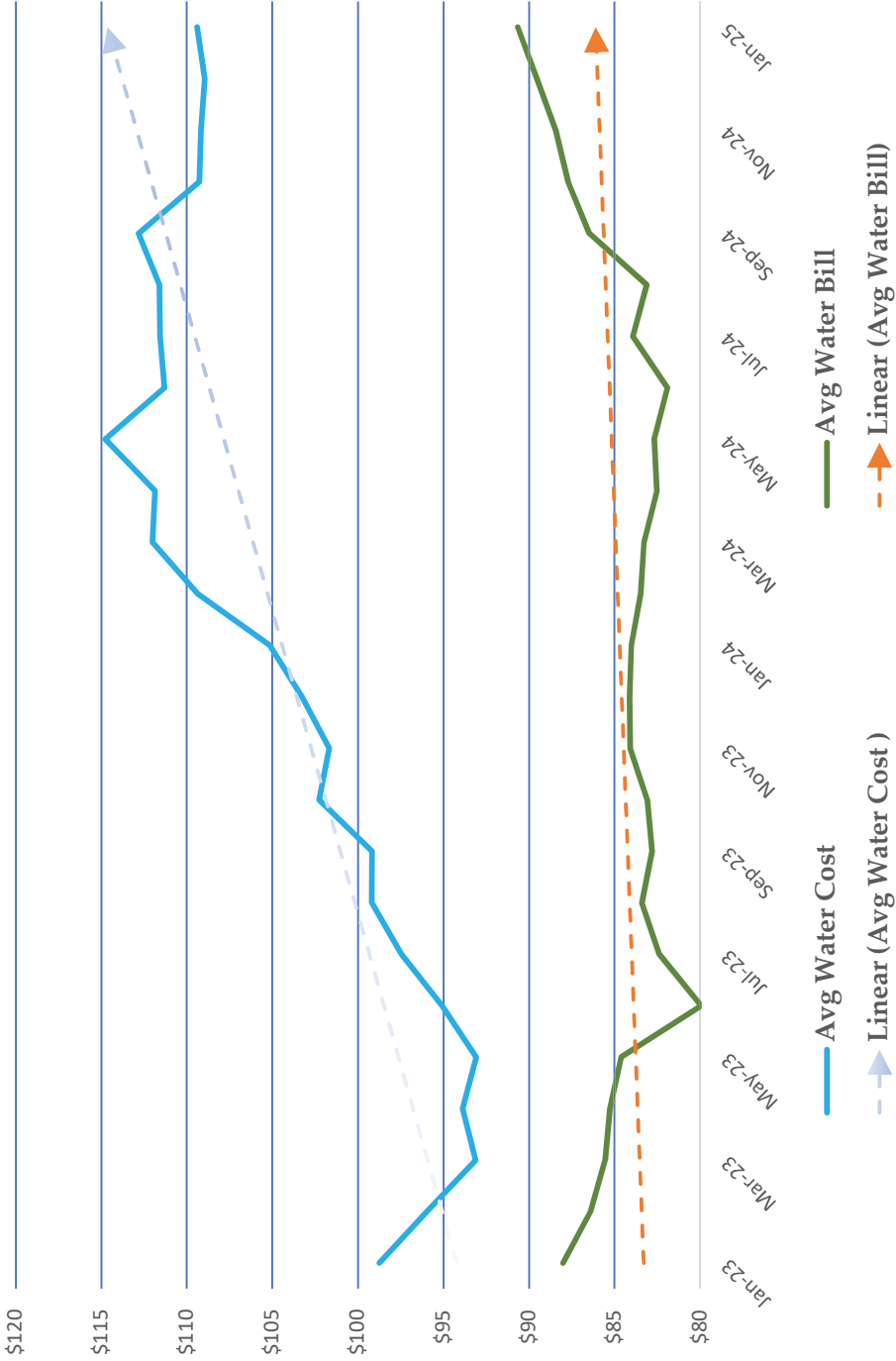


Operating Income by Segment 12 Month Rolling Average - January 25

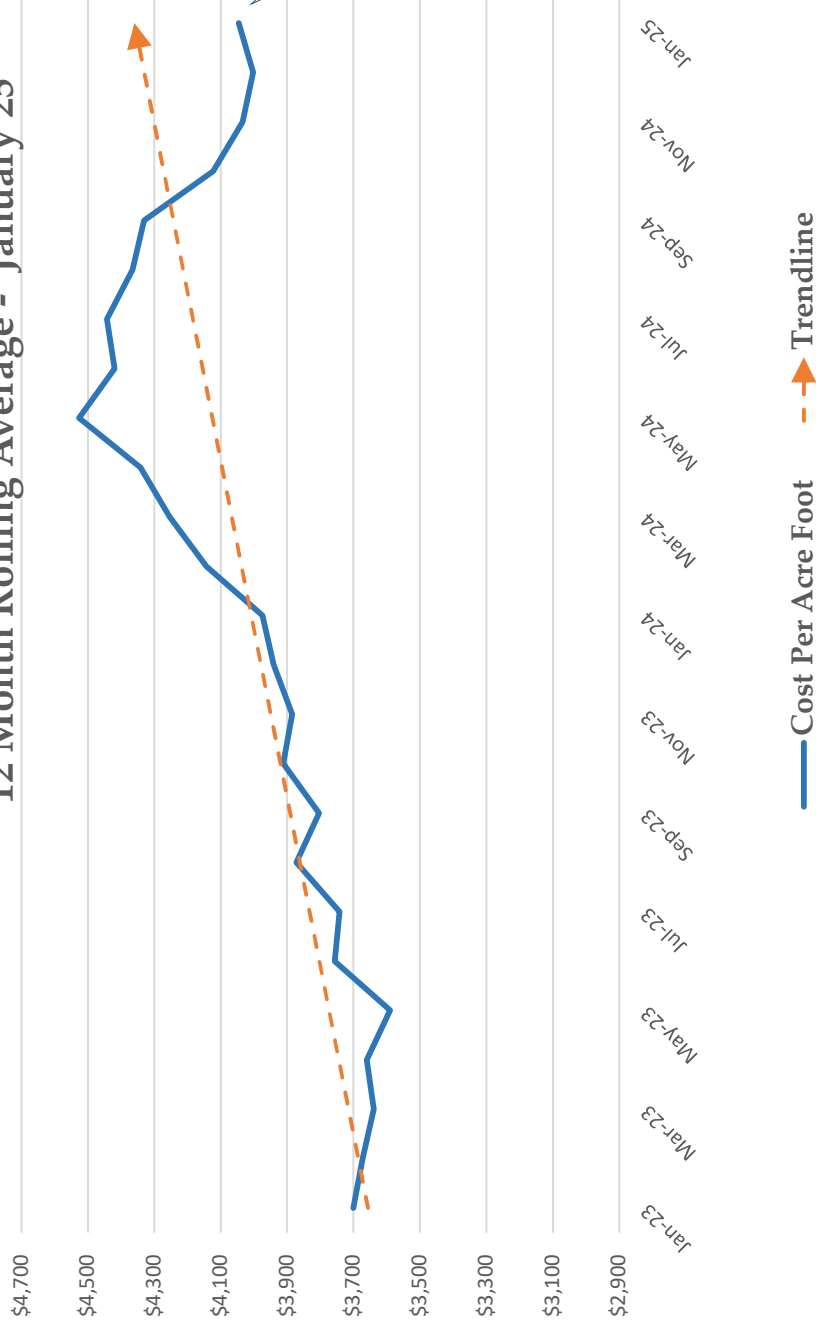


Per Customer Water Charges 12 Month Rolling Average - January 25

The current difference is based on the average spread over the previous 12 months. The gap will narrow month by month going forward due to customer growth & rate changes effective September 2024.



Cost Per Acre Foot 12 Month Rolling Average - January 25



Slight increase due to higher surface water output during winter months. Goal is to produce better quality water in the winter months to combat the salinity at the waste water facility.

SSCWD Regular Board Meeting
February 25, 2025 - Page 23

Sunnyslope Courty 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	APR 2025	MAY 2025	JUNE 2025	YTD TOTAL
NO. WATER CAPACITY FEE RECD	16	2	2	3	52	13	12	12					104
NO. MW CAPACITY FEE RECD	-	-	-	-	-	-	-	-	-	-	-	-	4
NO. WATER ACCOUNTS	7,661	7,685	7,702	7,700	7,756	7,762	7,741	7,741					
NO. SSCWD SEWER ACCTS	1,226	1,327	1,331	1,331	1,334	1,330	1,323	1,323					
NO. COH SEWER ACCTS	5,122	5,166	5,181	5,201	5,227	5,230	5,254	5,254					
Total WaterSmart / Invoice Cloud	6,071	6,071	5,982	6,236	6,037	5,907	6,184	-	-	-	-	-	
NO. E-BILL Invoice Cloud (Paperless)	2,247	2,263	2,283	2,290	2,294	2,304	2,318						
MONTHLY CHARGES													
Retail Water Charges	\$ 861,221.86	\$ 797,577.03	\$ 956,302.46	\$ 847,936.79	\$ 697,324.89	\$ 608,793.13	\$ 549,065.24						\$ 5,318,221.40
Sewer Fees	162,888.28	164,512.32	164,567.03	165,582.23	163,725.10	163,420.70	162,730.73						1,130,552.22
Water Main Fees	6,791.22	6,959.41	6,221.97	8,262.75	5,906.25	4,918.48	5,873.55						45,034.25
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						1,183
COH Billing Fees	1,480.00	3,075.82	51,635.00	14,340.00	1,645.00	1,890.00	1,679.30						123,244
Other Misc. Fees	\$ 1,054,212.36	\$ 988,441.58	\$ 1,194,713.46	\$ 1,070,417.77	\$ 891,573.09	\$ 804,648.90	\$ 745,528.16						\$ 6,749,535.32
CITY OF HOLLISTER CHARGES													
COH Sewer Fees	457,459.27	460,456.27	462,596.35	464,105.01	470,662.89	472,564.05	473,620.46						\$ 3,261,467.30
COH Sewer Discharge	1,166.44	1,166.44	1,166.44	1,166.44	1,166.44	1,166.44	1,166.44						8,131.56
COH Sewer Demand	(1,565.12)	(1,565.21)	(1,541.16)	(1,546.30)	(1,544.46)	(1,574.50)	(1,527.60)						(10,866.41)
Total COH Charges	467,060.59	470,557.50	472,221.63	473,725.15	480,884.87	482,156.03	483,759.30						3,332,541.39
Late Fees	4,307.21	3,970.50	3,782.67	4,223.26	4,021.13	3,729.53	4,748.90						28,783.20
TOTAL COH CHARGES	\$ 471,367.80	\$ 474,528.00	\$ 476,004.30	\$ 477,948.41	\$ 484,906.00	\$ 485,885.56	\$ 488,508.20						\$ 3,361,324.59
ACCOUNTS RECEIVABLE - Aged													
A/R for Sunnyslope Water **	\$ 1,074,784.70	\$ 1,024,193.67	\$ 1,180,301.59	\$ 1,059,094.50	\$ 924,946.63	\$ 889,839.04	\$ 789,214.39						
A/R for City of Hollister **	1,547,407.90	1,496,781.37	1,650,693.06	1,543,653.27	1,430,632.05	1,407,506.59	1,283,561.63						
Unbilled P. & I. Charges	(52,460.44)	(51,273.13)	(50,663.06)	(48,652.82)	(47,430.80)	(46,562.63)	(45,462.05)						
Outstanding Bills Owed	\$ 1,547,407.90	\$ 1,496,781.37	\$ 1,650,693.06	\$ 1,543,653.27	\$ 1,430,632.05	\$ 1,407,506.59	\$ 1,283,561.63						
Past Due	\$ 90,705.72	\$ 84,890.35	\$ 99,200.52	\$ 92,039.69	\$ 107,976.37	\$ 128,509.01	\$ 104,760.39						
% Past Due	5.86%	5.67%	5.96%	5.96%	7.55%	9.13%	8.16%						
SBCWD O&M Owed	\$463,273.53	\$686,402.00	\$421,017.90	\$333,446.08	\$263,870.99	\$281,150.85	\$235,260.61						
San Benito Bonds Owed	\$ 182,311.96	\$ 114,107.57	\$ 59,714.45	\$ 59,714.45	\$ 101,230.95	\$ 75,204.82	\$ 57,398.04						

SSCWD Regular Board Meeting
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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	APR 2025	MAY 2025	JUNE 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						73,111,200
Total SSCWD Gallons	102,845,512	95,246,076	99,825,088	84,886,780	65,307,132	53,600,184	45,159,004						546,871,776
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						78,902,000
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						87,629,753
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						45,681,981
Well #8 (Ridgecrest)	3,937,000	3,904,000	8,295,000	13,701,000	1,000	3,000	3,000						29,841,000
Well #11 (Southside Road)	19,160,000	18,974,000	25,382,000	25,666,000	24,523,000	12,561,000	5,486,000						131,732,000
Net Well Interflow (Supplied to COH)	(14,885,909)	(13,279,900)	(17,370,600)	(17,574,000)	(13,053,500)	(6,219,300)	(4,421,200)						(86,805,400)
TOTAL from Wells	37,790,465	37,887,279	62,864,371	75,146,200	51,669,111	16,795,193	5,146,715						286,981,334
Lessat W.T.P. #1 (High Zone)	29,412,000	30,725,000	22,092,000	-	-	14,531,000	17,724,000						114,484,000
West Hills W.T.P. #1 (Middle Zone)	13,662,000	10,997,000	11,938,000	1,289,000	2,998,000	8,001,000	15,301,000						58,750,000
West Hills W.T.P. #2 (Well #2)	16,450,000	9,611,000	5,267,000	16,400,000	17,212,000	22,356,000	17,374,000						45,380,000
West Hills W.T.P. #2 (Well #1)	27,772,000	20,839,000	15,270,000	9,757,000	11,790,000	11,023,000	8,760,000						137,223,000
West Hills W.T.P. #2 (COH #2)	12,400,000	8,413,000	11,260,000	9,757,000	18,790,000	14,408,000	8,760,000						72,403,000
West Hills W.T.P. #2 (COH #5)	18,464,000	17,850,000	17,983,000	15,408,000	18,790,000	21,715,000	17,580,000						131,731,000
West Hills W.T.P. #2 (COH #5)	18,464,000	17,850,000	17,983,000	15,408,000	18,790,000	21,715,000	17,580,000						131,731,000
TOTAL Surface Water (Plant Production)	136,464,000	114,691,000	104,838,000	58,957,000	66,453,000	106,400,000	96,716,300						684,119,300
Plant Production Used by Hollister	64,123,215	54,542,351	59,195,018	47,413,722	52,612,098	66,016,397	55,756,072						399,668,873
SSCWD % of Plant Production	53.01%	52.44%	43.32%	19.58%	20.83%	37.95%	42.34%						41.58%
Estimated Water Gain/Loss	(7,285,738)	(2,787,852)	(6,022,265)	(1,804,698)	(142,881)	(3,578,612)	(937,939)	0	0	0	0	0	(24,559,985)
Water Gain/Loss	4,185%	-1.83%	-4.80%	-1.53%	-0.12%	-2.90%	-0.92%						-2.33%
Blended Surface Water Per Customer	63.26%	60.22%	37.29%	11.47%	20.47%	68.67%	88.60%						50.07%
Chemical, Carbon, Water PAF	1316	1322	1357	1379	1394	1432	1392	1425	1395	1384	1371	1356	1377
Blend Budget Impact	\$18,587	\$22,750	\$71,336	\$73,000	\$69,694	\$3,118	\$17,779						\$240,506
Cost of Water Produced (Per Acre Foot)													
Prior YTD Cost	3,029	3,085	3,094	3,167	4,335	5,184	3,273	5,300	3,902	3,262	2,719	2,772	3,459
Operating Cost 25	140,863	262,660	248,745	151,888	136,617	163,751	74,057	74,057	61,522,252	61,522,252	74,989,992	74,989,992	1,988,881
Chemical & Carbon	103,152,192	80,000,844	83,496,996	66,462,786	84,358,1	83,386,404	39,650,948	39,650,948	61,522,252	61,522,252	74,989,992	74,989,992	767,253,500
Metered Water 24	-87,227.9	-81,083.1	-112,071.1	-87,031.1	-84,358.1	-76,943.3	-77,174.2	-59,473,726	-61,522,252	-61,522,252	-63,750.1	-63,750.1	-909,773,110
Operating Cost 24	418,792,634	351,972,549	320,336,333	180,932,893	203,336,766	326,511,621	296,811,621	0	0	0	0	0	#DIV/0!
	336,353,051	746,288,221	838,498,252	839,473,976	669,898,167	501,489,765	289,318,032	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
	0.001370	0.002758	0.002692	0.001789	0.002092	0.003035	0.001640	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	0.002192
138668071													

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

FY25 Metered Water Per Customer

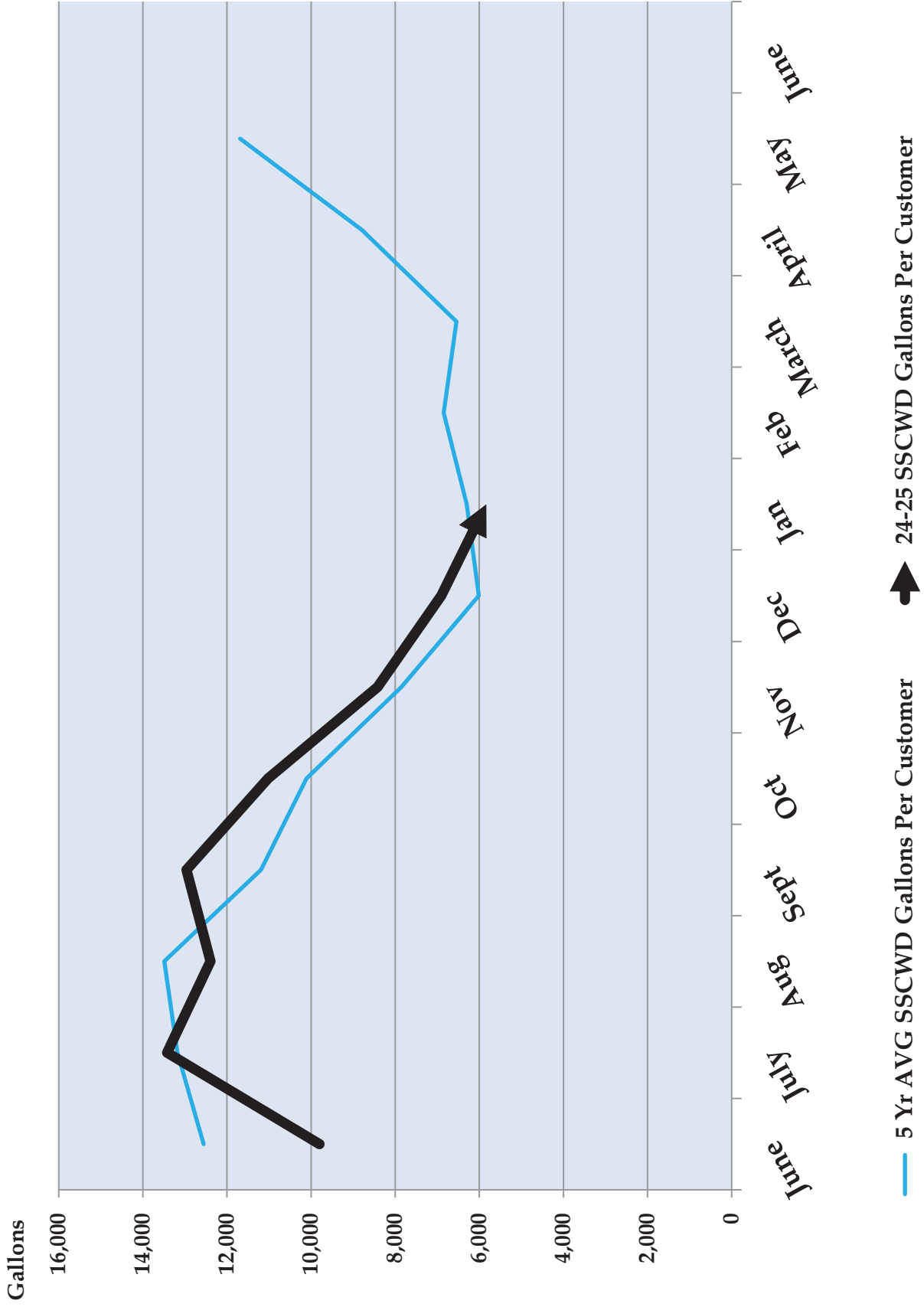
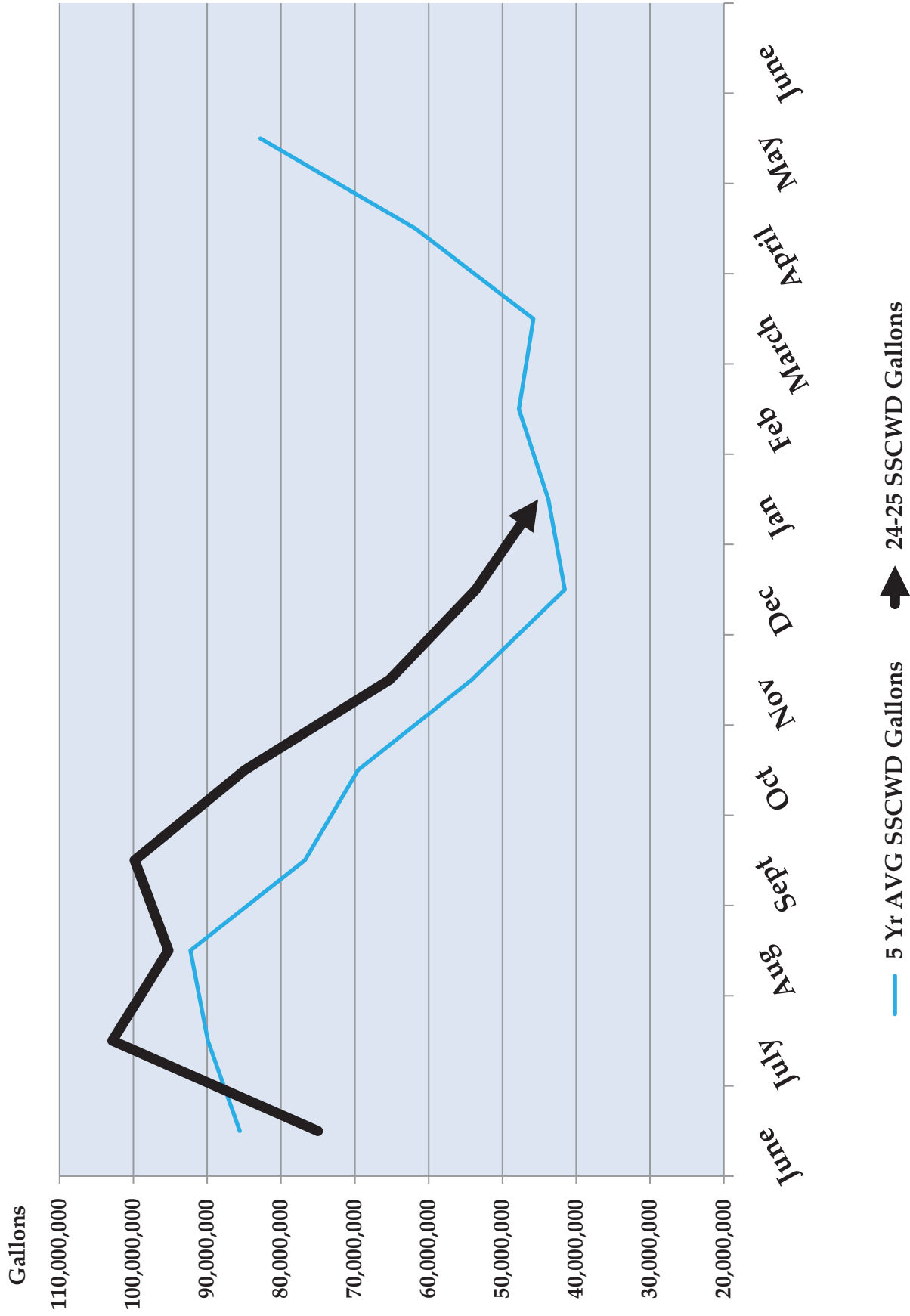


Chart Includes: Only Water Metered to SSCWD Customers,
Chart Does Not Include: COH Interties Wholesale Water Flow

FY25 Metered Water



Sunnyslope County Water District

STATEMENT OF INCOME

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

UN-AUDITED 2/11/2025

*** WATER ***	Dec-24	Jan-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	608,793	549,064	(59,729)	5,312,170	4,473,210	8,734,904	8,000,000
Contracted Services	281,151	235,261	(45,890)	2,160,670	2,286,136	3,494,300	3,494,300
Installation Fees	5,265	4,330	(935)	41,870	25,935	71,777	23,800
Late Fees	4,019	5,874	1,854	39,106	48,107	67,039	
Other Revenue	20,432	79,674	59,241	264,628	133,339	277,648	191,050
TOTAL OPERATING REVENUES	919,661	874,202	(45,459)	7,818,445	6,966,727	12,645,668	11,709,150
OPERATING EXPENSES							
Salaries and Benefits	(243,656)	(279,993)	(36,337)	(1,949,696)	(1,706,299)	(3,269,133)	(3,061,005)
Operating Expenses	(890,223)	(794,814)	95,409	(6,402,440)	(6,694,324)	(10,639,808)	(10,225,236)
TOTAL OPERATING EXPENSES	(1,133,879)	(1,074,807)	59,072	(8,352,136)	(8,400,623)	(13,908,941)	(13,286,241)
NET OPERATING INCOME	(214,218)	(200,605)	13,614	(533,692)	(1,433,897)	(1,263,273)	(1,577,091)
NON OPERATING INCOME & (EXPENSES)							
Capacity Fees	169,200	141,100	(28,100)	1,380,810	930,400	1,380,810	-
Donated Asset			0	-	-	-	-
Miscellaneous Income (Farm Labor Camp)			-	-	-	-	-
Adjust LAIF Investment to Fair Value			-	-	-	-	-
Interest Income	57,806	34,365	(23,441)	276,869	244,605	474,633	600,000
Allocated from G & A (Interest & Sale of Assets)	20,506	30,559	10,053	376,934	230,494	227,500	227,500
Other Non-Operational			0	-	-	-	-
TOTAL NON OPERATING INCOME & (EXPENSES)	247,513	206,024	(41,489)	2,034,613	1,405,499	2,082,943	827,500
NET WATER INCOME (LOSS)	\$ 33,295	\$ 5,420	(27,875)	\$ 1,500,921	\$ (28,397)	\$ 819,670	\$ (749,591)
NET WATER INCOME (LOSS) Adjusted for Non Budgeted Items	\$ (214,218)	\$ (200,605)	13,614	\$ (533,692)	\$ (1,433,897)	\$ (1,263,273)	\$ (1,577,091)

Sunnyslope County Water District

STATEMENT OF INCOME

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

UN-AUDITED 2/11/2025

	Dec-24		Jan-25	Variance Over / (Under) Prior Month	YEAR- TO-DATE	PRIOR YEAR-TO- DATE	PROJECTED ACTUAL	FY 24/25 BUDGET
*** WASTEWATER ***								
OPERATING REVENUES								
Sewer Sales	165,127	164,998		(129)	1,153,404	1,159,005	2,035,799	2,100,000
Contracted Services	75,205	57,398		(17,807)	367,846	433,507	710,000	710,000
Installation Fees		15,300		15,300	15,300	125	26,229	
Late Fees	899	1,125		226	7,052	8,972	12,089	
Other Revenue	6,241	5,173		(1,068)	25,450	23,104	43,629	60,450
TOTAL OPERATING REVENUES	247,472	243,994		(3,478)	1,569,052	1,624,714	2,827,745	2,870,450
OPERATING EXPENSES								
Salaries and Benefits	(89,044)	(95,564)		(6,520)	(440,651)	(385,513)	(693,890)	(712,059)
Operating Expenses	(124,130)	(120,485)		3,645	(813,425)	(901,562)	(1,324,695)	(1,597,949)
TOTAL OPERATING EXPENSES	(213,174)	(216,049)		(2,875)	(1,254,076)	(1,287,075)	(2,018,585)	(2,310,008)
NET OPERATING INCOME	34,298	27,945		(6,353)	314,976	337,639	809,160	560,442
NON OPERATING INCOME & (EXPENSES)								
Capacity Fees				0	11,083	124,625	11,083	
Donated Asset				0	-	-	-	-
Miscellaneous Income				0	-	-	-	-
Adjust LAIF Investment to Fair Value				0	-	-	-	-
Interest Income	11,282	16,452		5,170	74,430	62,704	127,595	125,000
Allocated from G & A (Interest & Sale of Assets)	8,113	8,591		478	66,680	132,096	97,500	97,500
Other Non-Operational				0	0	-	1	-
TOTAL NON OPERATING INCOME & (EXPENSES)	19,395	25,044		5,649	152,193	319,425	236,178	222,500
NET WASTEWATER INCOME (LOSS)	53,693	52,989		(704)	467,170	657,064	1,045,339	782,942
NET WASTEWATER INCOME (LOSS)	\$ 34,298	\$ 27,945		(704)	\$ 314,977	\$ 337,639	\$ 809,161	\$ 560,442
<i>Adjusted for Non Budgeted Items</i>								
*** WATER & WASTEWATER ***								
*** COMBINED INCOME (LOSS) WATER & WASTEWATER ***	86,987	58,408		(28,579)	1,968,091	628,666	1,865,009	33,351
*** COMBINED INCOME (LOSS) WATER & WASTEWATER Adjusted for Non - Budgeted Items	\$ (179,921)	\$ (172,660)		\$ 7,261	\$ (218,715)	\$ (1,096,258)	\$ (454,112)	\$ (1,016,649)

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	0	2,388,015	2,421,090	1,978,892	3,206,682	3,721,228	3,217,934	3,172,724						2,298,809
Operating - General Fund		2,388,015	2,421,090	1,978,892	3,206,682	3,721,228	3,217,934	3,172,724	0	0	0	0	0	2,298,809
CHECKING SUBTOTAL														
MONEY MARKET ACCT (MMA)	0.55%	91,403	91,460	91,518	91,561	91,595	91,631	91,666						91,341
Invested - General Fund		91,403	91,460	91,518	91,561	91,595	91,631	91,666	0	0	0	0	0	91,341
MMA SUBTOTAL														
<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
Water Connect. Fee	4.51%	0	0	0	0	0	0	0						0
Sewer Connect. Fee	4.51%	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						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						5,460,770
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	0	0	0	0	0	2,280,463
<u>CEPPT</u>														
(CA Employee Pension Plan Trust)														
Employee Pension Reserve	0	899,643	958,186	958,186	958,186	958,186	958,186	958,186						1,000,000
CEPPT SUBTOTAL		899,643	958,186	958,186	958,186	958,186	958,186	958,186	0	0	0	0	0	1,000,000
<u>MBS Securities</u>														
(CD Brokerage - Water Capacity Funds)														
Water Connect. Fee	4.00%	11,937,405	12,102,222	12,031,825	12,567,124	12,609,719	12,738,002	12,814,745						12,741,436
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						2,424,120
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						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						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	0	0	0	0	0	19,083,993
GRAND TOTAL		25,362,180	25,496,692	25,100,768	26,401,007	27,005,118	26,593,210	26,628,889	0	0	0	0	0	24,754,607
* TOTAL INTEREST RECORDED	YTD Total	70,721	42,895	46,216	72,507	89,530	91,350	80,845	0	0	0	0	0	880,445

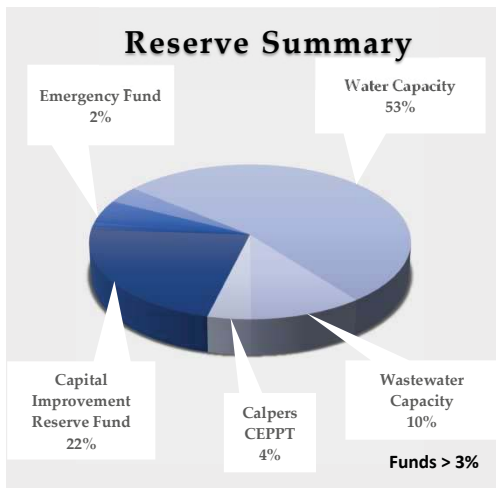
Sunnyslope County Water District

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

	<u>1/31/2025</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	\$ 5,303,034	\$ 70,457		\$ 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	269,930	28,000		241,930	398,132	(156,202)
6 Office and Misc. Equipment Replacement Fund	389,217			389,217	420,864	(31,647)
Board Designated Reserves	6,837,180	98,457	875,000	7,613,723	8,341,620	(727,897)
7 CSWRCB Loan	850,870	19,631		831,239	774,889	56,350
8 Water Capacity	12,814,745	1,531,016	707,763	11,991,492	11,259,801	731,691
9 Wastewater Capacity	2,493,978	69,857		2,424,120	1,357,257	1,066,863
10 Calpers CEPPT	958,186	58,543		899,643	899,643	-
Legally Restricted Reserves	17,117,779	1,679,047	707,763	16,146,495	14,291,590	1,854,905
TOTAL	\$ 23,954,959	\$ 1,777,505	\$ 1,582,763	\$ 23,760,218	\$ 22,633,210	\$ 1,127,008
Unreserved Cash	\$2,638,251					
Percentage of Total Capital Assets	42.11%					

Detailed Transactions:

Depr. Expense	\$ 28,000	
Interest	\$ 420,562	
Debt Amortization		691,059
Water Capacity Fees	1,255,100	
Sewer Capacity Fees	15,300	
Fixed asset Additions	-	16,704
Reserve Changes BOD 6/23		875,000
Transfers		-
Fair Market Value & Misc Adj	58,543	-
	\$ 1,777,505	\$ 1,582,763
	(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	1,300,000		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, B	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		1,883
9/24/2024	Randy Circle	QA Constructors Inc	57,200		52,000
11/19/2024	Well #7 Rehab	Maggiara Bros.	90,000		60,057.00
1/28/2025	WHTP Blower Phase 2	Group/Atlas Copco	125,000		

Staff Report

Agenda Item: H-5

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

TO: Board of Directors

FROM: Water/Wastewater Superintendent, Jose J. Rodriguez

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

NARRATIVE

1. All three water reports were completed and submitted on time by January 10, 2025.
2. In the month of January, Westhills WTP produced a total of 59.17 million gallons and Lessalt WTP produced 44.426 million gallons. The total acre foot produced in January 2025 was 317.9ac-ft with a balance of 299.8 ac-ft for the remainder of the 2024-2025 year.
3. Staff disinfected Well #8 and followed AWWA standards for Chlorination of a Well. Before an offline well is put back into production due to repairs or replacement, disinfection is required. Coliform bacteria disinfection was completed, bacteriological samples were collected with favorable results and approval was given by Division of Drinking Water (DDW).
4. Sunnyslope County Water Staff continuously try to stay up with ever changing technologies and regularly attends local training and tours provided by CWEA. In January, several operators and management staff attended training at Monterey One – Aeration Benefits in Secondary Treatment. This event provides an in-depth look at the benefits of aeration within secondary treatment processes in the wastewater industry. It included expert-led presentations, a hands-on demonstration of diffuser equipment, and a tour of Monterey One Water's Regional Treatment Plant, highlighting its Biofloc system.
5. Sunnyslope on-call staff responded to an emergency force main break New Year's Day. Although SSCWD staff only designates two (2) staff members for on-call duties, this type of emergency requires additional staff members to respond for expediate repair. Four additional operators were assembled on very short notice to assist with this emergency. SSCWD's quick response was able to minimize the sewage spill keeping it under the State defined threshold. A spill report was submitted on time.
6. Both Lessalt WTP and Westhills WTP's continue to utilize the Computer Maintenance Management System (CMMS) to better manage treatment facilities equipment and document preventative maintenance activities. A total of 200 Work Orders were completed by Sunnyslope Staff between the two facilities.

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

Water (12) January 2025

1. Chlorinated and flushed Well #8 to disinfect in preparation for sampling to put back online.
2. Replaced leaking water service line at 1180 El Cerro Drive.
3. Replaced broken curb stop at 10 Laurel Court.
4. Rebuilt hydrant on El Toro Drive and Forst Creek.
5. Exposed and repaired air relief corp stop on irrigation line from Well #5.
6. Installed new Mag meter and spool on Well #8 discharge.
7. John from Calcon calibrated Well #8 flow meter.
8. Started cleaning and inspecting air vacuum reliefs throughout the district.
9. Pulled, cleaned, and inspected well chlorine injectors.
10. Collected oil samples from generators to check health of engines.
11. Replaced SCADA back up battery at Southside Intertie.
12. *Staff attended Monterey One Wastewater Plant Tour.*

LESSALT Water Treatment Plant (10)

1. Completed CIP on all CMF units.
2. Calibrated all turbidity meters with 20 NTU standard calibration.
3. Sprayed and cleared weeds around facility.
4. Replaced pressure gauges on Sodium Permanganate pumps.
5. Continued training staff on plant operations.
6. Pulled and replaced Sodium Permanganate injector.
7. JM Electrical came out to trouble shoot VFD on high zone pump #1.
8. Acid cleaned all CL17s.
9. JJ Air performed preventative maintenance on exhaust fan outside chemical area.
10. Sonic tests performed on MF modules to isolate bad modules.

West Hills Water Treatment Plant (10)

1. Replaced pressure regulator on PAC Booster Pump #1.
2. Replaced hopper boot on PAC silo.
3. Sprayed and cleared weeds around the facility.
4. Replaced PAC Tank TSS probe.
5. Calibrated all turbidity meters with 20 NTU standard calibration.
6. Cleaned brushes on polymer pump #2.
7. Installed new tank level indicator on Sodium Permanganate tank.

8. Replaced air supply lines on filter 1 and 2 effluent valves.
9. Replaced packing gland on sand pump #1 and greased motor.
10. Cleaned Lammelas.



Project Location	: Powder Activated Carbon (PAC) silo parts replacement.
Project	: Replace Hopper Boot and PAC pressure regulator
Department	: Water Department
Description	: A combination of issues allowed PAC system to spill PAC out of the distribution system. The hopper compression boot and the pressure regulator were both repaired to more evenly meter the granular powder into the treatment system.

Wastewater (5)

1. Repaired Oak Canyon Lift Station force main break.
2. Continued clearing weeds.
3. Pulled, cleaned, and inspected pumps at RM2 Lift Station.
4. Pulled, cleaned, and inspected pumps at Paullus Lift Station.
5. Transferred Basin #1 to Basin #2 at SBR for diffuser replacement.



Project Location	: Oak Canyon Lift Station
Project	: New Year's Day Oak Canyon Lift Station force main break
Department	: Wastewater Department
Description	: On New Year's Day staff got a late-night notification of a force main break near the Oak Canyon Lift Station. On-call staff was dispatched along with additional staff for this emergency repair. The sewage leak was quickly contained. The force-main was located, excavated, and repaired within hours of notification. SSCWD staff worked quickly, efficiently and in a safe manner to resume wastewater service to the Oak Canyon Lift Station.

Industrial Plant (1)

1. Collected sludge samples for Total Suspended Solids testing.

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
442	Work Orders	3352	4338	2480	2520
15	Temporary Manual Read Water Meters Installed in New Construction Accounts	75	171	287	292
1	Radio Read Meters & ERTs Installed in New Construction Accounts	2	5	3	1
6	Total: Manual Read Meters Replaced with Radio Read Meters & ERT's, including Radio Meters Installed in New Construction Accounts	150 (Total = 7565)	216	268	300
63	Existing Radio Read Meters & ERTs Replaced with New Radio Read Meters & ERTs	162	180	247	309
17	Valves Exercised (Approx. 2674 in SSCWD System 3/2021)	78	299	528	487
51	Fire Hydrants Flushed (Approx. 938 in SSCWD System 3/2021)	247	466	537	342
12	Meters on Repair List	108	209	250	335
17	Emergency Calls	87	138	158	161
158	Locates on our Water/Sewer Lines	1238	1722	1512	1816
0	Sewer Inspections	0	0	0	0
1	Shutoff Notices	40	23	0	0
1	Water Services Replaced	10 (Total = 973)	17	15	39

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



Hollister/Sunnyslope Intertie Water Balance

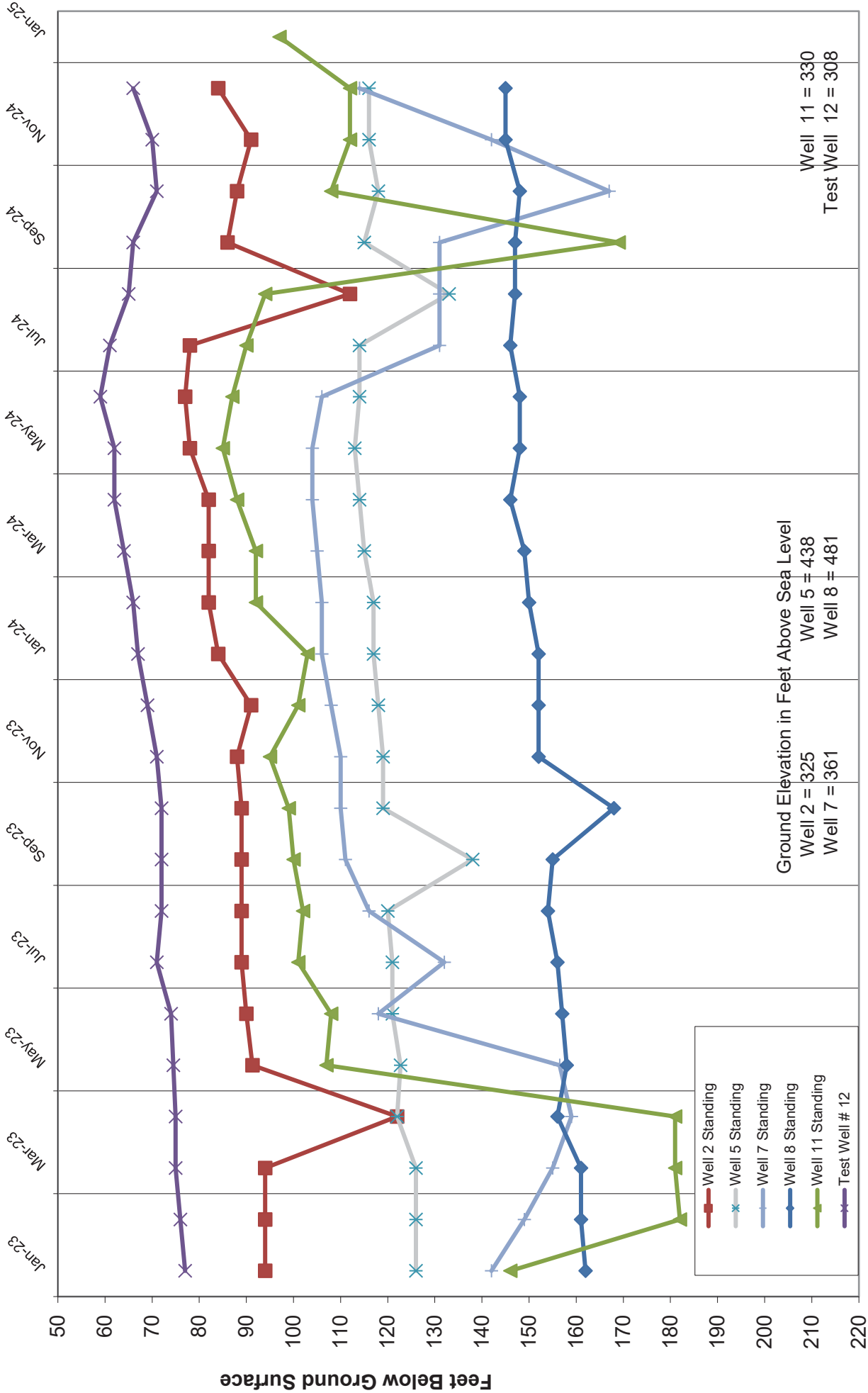
Report Date: February 1, 2025		to		January 15, 2025	
Current Consumption Period: December 16, 2024		to		January 15, 2025	
Intertie Location	Groundwater Flow to COH	Surface Flow to COH	Groundwater Flow to SSCWD	Surface Flow to SSCWD	to
	i n G a l l o n s				
Southside Road Intertie Water Total Flow	0	2,770,972			
Sunset & Memorial Water Total Flow	2,557,200	2,799,600	0		0
Sunnyslope & Memorial Water Total Flow	1,850,500	2,498,000	100		0
Hillcrest and Memorial Water Total Flow	900	3,000	0		200
Santa Ana & La Baig Water Total Flow	12,600	3,141,200	0		0
Intertie Sub-Total Water Flow	4,421,200	11,212,772	100		200
<i>Total Combined Surface and Ground Water Intertie Flow</i>	15,633,972		300		
City of Hollister Well 2 Surface Water Total Flow (West Hills)		8,760,000			
City of Hollister Well 4 Surface Water Total Flow (West Hills)		17,967,300			
City of Hollister Well 5 Surface Water Total Flow (West Hills)		17,826,000			
Sunnyslope Well 2 Surface Water Total Flow (West Hills)				1,764,000	
Sunnyslope Well 11 Surface Water Total Flow (West Hills)				17,374,000	
Sunnyslope Surface Water Total Flow (LESSALT)				33,025,000	
Surface Water Flow Sub-Totals		44,553,300		52,163,000	
Ground Water and Surface Water Flow Totals	4,421,200	55,766,072	100		52,163,200
Current Period:	COH half of Surface Water Flow to Distribution (LESSALT & WH)		48,358,150		
	Net Ground/Surface Water Balance Owed to SSCWD (to COH)	4,421,100	7,407,722		
	Beginning Water Balance Owed to SSCWD (to COH)	853,553,500	-307,228,101		
	Gallons Billed to COH thru Report Date January 1, 2025	0		Informational Last Month Net Total	546,325,399
	Sub-total Ending Water Balance Owed to SSCWD (to COH)	857,974,600	-299,820,379	Net Sub Total	558,154,221
	Half of Total Gallons LESSALT Discharge to City of Hollister Wastewater Treatment Plant during the current consumption period			1,618,000	
	Exchange Factor; Half of the total gallons discharged to COH WWTP from LESSALT multiplied by a factor of 4				6,472,000.00
	Ending Water Balance Owed to SSCWD (to COH)	851,502,600	-299,820,379	Net Total	551,682,221

Current:	LESSALT WTP Total Flow to Distribution	33,025,000			
	Percent of LESSALT Surface Water Received	COH	34.0%	SSCWD	66.0%
Current:	COH half of LESSALT Total Flow to Distribution	16,512,500			
	Intertie Net Surface Water Total Flow to COH	11,212,572			
	Intertie Net Ground Water Total Flow to COH	4,421,100			
Current:	West Hills WTP Total Flow to Distribution	63,691,300			
	Percent of Surface Water Received	COH	70.0%	SSCWD	30.0%
Current:	COH half of West Hills WTP Total Flow to Distribution	31,845,650			
	West Hills WTP Surface Water Total Flow to COH	44,553,300			

From April 1, 2024 to Present					
YTD	LESSALT WTP Total Flow to Distribution	282,405,000			
	West Hills WTP Total Flow to Distribution	763,224,300			
	Surface WTPs Total Flow to Distribution	1,045,629,300			
	Total YTD Surface Flow to COH/SSCWD	COH	560,817,817	SSCWD	484,811,483
	Percent of Surface Water Received	COH	53.6%	SSCWD	46.4%

Depth to Standing Water Level Below Ground Surface

Month/Year



Ground Elevation in Feet Above Sea Level
Well 2 = 325
Well 7 = 361
Well 5 = 438
Well 8 = 481

Well 11 = 330
Test Well 12 = 308

Staff Report

Agenda Item: **H – 6**

DATE: January 23, 2025 (January 28, 2026 Meeting)

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: General Manager Monthly Status Report

ACTIVE TASKS:

1. **Website Performance** – January page views exceeded 45,000 for the month. As of January, a new Americans with Disability Act (ADA) requirement has gone into effect requiring all pages on the website to be PDF readable text. To update the website properly will take a significant amount of staff time. We will begin working on this right away to ensure the best user experience for all customers using our website. Also, a new web page will be created and include the steps and progress on our Re-Districting efforts.
2. **Best Road Mutual Water Company (BRMWC) System Consolidation** – The LAFCO application has been prepared and will be submitted to LAFCO in February to begin the process of annexing the BRMWC customers into the district.
3. **Staffing** – As the district continues to grow, additional staffing is being planned for. In the past 5 years operations has taken action to streamline work plans of staff and to make field work more efficient. This month Basillio Hernandez was promoted to the Water/Wastewater Maintenance Utility Lead. He has been employed with the district for nearly 8 years and has demonstrated value in his skills and ability to lead field work. This is a welcome step to keep staff moving effectively when there are multiple projects happening in the district simultaneously.
4. **Budget and Water Planning** – This is the time of year for budget planning to begin. Staff has been preparing water demand estimates for budgeting purposes. Plant budgets will be submitted to SBCWD by early March and the Finance Committee review of next year's FY25-26 budget will begin in April.
5. **ADRoP Contract Amendment** – The next draft of the ADRoP amendment from SBCWD is still pending. When it is received a Governance Committee meeting will be scheduled for review.

Staff Report

Agenda Item: H-7

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

TO: Board of Directors

FROM: General Manager, Drew Lander P.E.

SUBJECT: Receive the ACWA/JPIA President's Special Recognition Award for Continuing to Maintain a Safe and Healthy Workplace. (Not a Project Under CEQA per Article 20, Section 15378)

RECOMMENDATION:

Receive the ACWA/JPIA President's Special Recognition Award.

BACKGROUND:

Accidents cannot always be avoided, however a workplace that provides the appropriate training, supervision, hazard mitigation investigations, and personal protective equipment (PPE), will provide a safe working environment. ACWA/JPIA rewards agencies who maintain safe work environments by reducing the cost of worker's compensation insurance.

SSCWD management has been working diligently to maintain a safe and healthy work environment. Managers encourage staff to report unsafe conditions and discussions are regularly conducted between management and staff to identify hazards and then take steps to reduce the concerns. This is the 5th year in a row that the district has qualified for this award.

FISCAL IMPACT:

The Fiscal impact for maintaining a loss ratio of 20% or less is significant. A low experience modifier reduces the insurance premium that the district must pay to maintain worker's compensation insurance.

ENVIRONMENTAL IMPACT:

The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

ATTACHMENTS:

ACWA 2023 President's Special Recognition Award



12/2/2024



ACWA JPIA

P. O. Box 619082
Roseville, CA
95661-9082

phone
916.786.5742
800.231.5742

www.acwajpia.com

Core Values

- People
- Service
- Integrity
- Innovation

Sunnyslope County Water District (S059)
3570 Airline Hwy
Hollister, CA 95023-9702

General Manager:

Each year at Fall Conference, the JPIA recognizes members that have a Loss Ratio of 20% or less in either of the Liability, Property or Workers' Compensation programs (loss ratio = total losses / total premiums).

The members with this distinction receive the "**President's Special Recognition Award**" certificate for each Program that they qualify in.

The JPIA is extremely pleased to present Sunnyslope County Water District (S059) with this special recognition and commends the District on the hard work in reducing claims.

Congratulations to you, your staff, Board, and District. Keep up the good work!

The JPIA wishes you the best in 2025.

Sincerely,

A handwritten signature in black ink that reads 'Melody McDonald'.

Melody McDonald
President

Enclosure: President's Special Recognition Award(s)

President's Special Recognition Award

*The President of the
ACWA JPIA
hereby gives Special Recognition to*

Sunnyslope County Water District

*for achieving a low ratio of "Paid Claims and Case Reserves" to "Deposit Premiums"
in the Workers' Compensation Program for the period 07/01/2020 - 06/30/2023
announced at the Board of Directors' Meeting in Palm Desert.*



December 02, 2024

Melody McDonald

Melody McDonald, President

Staff Report

Agenda Item: I-1

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

TO: Board of Directors

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

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

RECOMMENDATION:

It is recommended that the District Board:

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

BACKGROUND:

The Board is currently elected under an at-large election system, whereby Board Members are elected by voters of the entire District. In February of 2023 the District was served a demand letter in from the law firm of Shenkman & Hughes, PC, located in Malibu California. The letter threatened litigation unless the District transitioned to by-division Board elections. At the March 2023 board meeting the Board directed the GM to contract National Demographics Corporation (NDC) for complying with the demand letter. On January 28, 2025, the Board adopted a Resolution of Intent to Change Election Systems. Moving to by-district elections would require a Board Member (and all candidates for that position) to reside within a designated district boundary, and each Board Member would be elected only by voters of the appropriate district.

THE DISTRICTING PROCESS

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

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

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

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

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

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

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

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

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

FISCAL IMPACT:

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

ENVIRONMENTAL ANALYSIS:

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

Staff Report

Agenda Item: I – 2

DATE: January 27, 2025 (February 25, 2025 Meeting)

TO: Board of Directors

FROM: Finance & Human Resource Manager, Barry Kelly

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

OVERVIEW:

Please find the attached report Sunnyslope County Water District Profit & Loss Budget Overview from July through December 2024. The report includes an analysis broken out by operating segment which includes:

- Water Distribution
- Water Production
- Lessalt
- West hills
- Sewer Collection
- Sewer Treatment
- San Benito Foods
- Customer Service
- General & Administrative

This report only includes line items that have a significant impact on the bottom line.

There is also a summary analysis that combines all segments. This report includes all line items.

The Finance Committee met on Feb 7th, 2025 to review the Budget to Actuals results for the first six months of operations. This Board presentation is to summarize our discussion and report to the Board on the mid-year operating results for the district.

COMBINED OPERATING RESULTS:

Revenue: Proceeds total \$8,269,301, which is \$1,064,036 over the budget and increased 7% from the previous year. There was a 9% increase in water consumption. Rates increased by 15% in September.

Labor & Benefits: Total cost of goods sold is \$2,014,791, which is \$87,229 over the budget, and an increase of 13% from the previous year. This increase was anticipated following both the conclusion of the union contract and the addition of the Principal Engineer and Assistant Finance

Manager positions. Health Benefits increased by 10% and overall wage rates increased by 5%.

Expense: Total Expense totals \$6,300,566, which is \$514,537 over budget. However, Total Expense has decreased \$(316,650) from the prior year. The year over year decrease is attributed to approximately two months of reduced plant operation due to being temporarily offline and resulting in average water blend at 44% for the first 6 months of the fiscal year, compared to a 88% in the prior year. The "Actual" over budget variance can be attributed to \$188k in PG&E costs due to an average 13% rate increase and higher well output compared to prior year; 103k in chemical and carbon costs due to unforeseen poor water quality; and 93k in street repairs due to major leaks on Hillcrest and Randy's Circle.

Other Income & Expense: Total Other Income is \$1,955,738. A budget comparison is not significant because Connection Fees, Asset Contributions, and FMV accounting adjustments are not included in budget projections. However, Connection Fees total \$1,294,283, which increased \$365,558 from the prior year. Interest Income totals \$413,290, which is \$(124,210) under budget, and \$40k less than the prior year. The decrease is attributed to the yield on reserves decreasing 1.7% from the prior year.

Net Income: The Net Loss from operations was \$(46,055) versus \$(694,717) in the prior year. The Net Loss in the current fiscal year is \$462k less than expected. The favorable budget variance is attributed to an increase in water consumption coupled with the 15% rate increase in September 2024. Total Net Income equals \$1,909,683 which includes the non-budgeted Other Income & Expense items.

CONCLUSION / DISCUSSION:

In general, the District is on track to report good to excellent financial results at year end. The District is likely to continue to experience similar or slightly better results with respect to Revenue and Labor over the next six months. As water consumption increases through year end as weather warms, we anticipate net income from operations to be break-even or slightly better, confirming our rate increase was accurate. We expect expenses to continue to be impacted by various rate increases for goods & services. However, we have projected in the budget a decrease in electric costs due to the upcoming Ridgemark Solar PG&E rebates (which are accruing but PG&E has not fully applied to our billing), and a decrease in Invoice Cloud fees due to the customer surcharge of \$3.00 per transaction. Water consumption is up 9% from the previous year and is expected to rise as new home developments are completed within the district.

ENVIRONMENTAL IMPACT:

The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.

ATTACHMENTS:

SSCWD Profit & Loss Budget Overview

Sunnyslope County Water District

December 2024 Mid Year Budget to Actual by Department

Department	Category	Account	Prior Year	Actual Amt	Budget Amt	Difference	%	Notes	
Distribution	Revenue	Residential Sales	4,014,171	4,763,142	4,000,000	763,142	19%	Increase in water consumption & rate Increase	
		Other Operating Revenue	646	62,500		62,500	100 +	Includes developer fines for stolen water	
		Revenue Allocation	76,377	89,821	45,338	44,283	98%	Budgeting issue	
		Revenue Total	4,196,358	5,015,600	4,082,238	933,363	23%	Increase in water consumption	
		Cost of Goods Total	-804,153	-821,522	-831,582	10,060	1%	Increase in water consumption & rate Increase	
			-3,566	-112,198	-12,500	-99,698	100 -	Street Repair Water Line Leaks- Randys Cir & Hillcrest	
		Expenses Total	-863,341	-1,010,558	-940,748	-69,810	-7%	Increase in water consumption	
		Other Total	1,190,453	1,817,240	373,125	1,444,115	100 +	Connection fees not budgeted	
		Distribution Total	3,719,317	5,000,761	2,683,033	2,317,728	86%		
	Production	Revenue	Revenue Allocation	2,856	3,233	25,188	-21,954	-87%	
			Revenue Total	2,856	3,233	25,188	-21,954	-87%	Budget issue
			Cost of Goods Total	-45,608	-46,941	-102,073	55,132	54%	Budget issue
			-133,297	-281,831	-112,500	-169,331	100 -	Well output	
		Expenses Total	-185,767	-379,456	-196,922	-182,535	-93%		
		Other	7,117	11,349	40,625	-29,276	-72%	Budget issue	
		Other Total	7,117	11,349	40,625	-29,276	-72%		
		Production Total	-221,402	-411,815	-233,182	-178,633	-77%	9% increase water production	
Lessalt		Revenue	O&M Revenue	866,367	627,863	573,000	54,863	10%	Surface water blend decreased from 88% to 44%.
			Labor Allocation	-106,390	-146,826	-92,281	-54,544	-59%	Budget issue, see G&A department
		Cost of Goods Total	-281,892	-293,397	-260,781	-32,616	-13%		
		Expenses Total	-1,863,146	-1,339,075	-1,313,317	-25,758	-2%	Lower water production	
	Lessalt Total	-1,278,671	-1,004,609	-1,001,098	-3,512	0%			
West Hills	Revenue	O&M Revenue	1,209,788	1,297,547	1,174,150	123,397	11%	Higher water production due to 9% increase in metered water.	
		Labor Allocation	-127,864	-243,155	-138,285	-104,871	-76%	See G&A department description	
		Cost of Goods Total	-322,363	-507,843	-336,067	-171,776	-51%	Plus 1 head count and increased OT due to Billy Boltz absense.	
		Expenses Total	-2,881,938	-2,878,538	-2,661,632	-216,906	-8%	Higher water production due to 9% increase in metered water.	
	West Hills Total	-1,994,513	-2,088,834	-1,823,549	-265,285	-15%			
Collection	Revenue	Residential Sales	984,140	988,406	1,050,000	-61,594	-6%		
Collection Total			1,059,302	959,146	990,248	-31,103	-3%		
Treatment Total			-520,555	-495,857	-568,917	73,061	13%		
SBF	Revenue	O&M Revenue	418,541	310,448	270,465	39,982	15%	Lower capital improvements	
			Revenue Total	418,541	310,448	270,465	39,982	15%	
		Cost of Goods Total	-139,208	-163,081	-164,068	987	1%	Due to lower outside services utilized.	
		Expenses Total	-316,765	-196,475	-136,257	-60,217	-44%	Due to lower outside services utilized & capital improvements.	
	SBF Total	-37,432	-49,108	-29,860	-19,248	-64%			
C S Total	Revenue	Revenue Allocation	-88,571	-102,843	-90,000	-12,843	-14%		
		Labor Allocation	0	0	0	0	0%		
	Cost of Goods Total	510,195	769,103	601,250	167,853	28%	Head count up 3, 10% benefit increase		
		Internet	12,487	15,663	0	15,663	100 +		
		Dues, Fees, Permits	-24,733	-47,000	-45,000	-2,000	-4%		
		Depreciation	-35,428	-58,655	-3,000	-55,655	100 -		
			-70,258	-84,397	-72,500	-11,897	-16%	The YOY increase includes 14k Depreciation for Rigmak solar, 20k addition for SBCWD GIS, and there was a prior year Internerent charge discrepancy for 14k	
	Expenses Total	Expense Allocation	398,108	453,268	371,500	81,768	22%		
		Fair Market Value Adjustment	558	0	0	0	0%		
		Non-Op Allocation	45,139	242,189	-162,500	242,189	100 +		
	Other Total		-235,028	-360,973	-162,500	-198,473	100 -	Unbudgeted FMV adjustments	
	G A Total		13,046	15,663	0	15,663	100 +		
	Grand Total		726,555	1,909,683	16,675	1,893,008	100 +		

Sunnyslope County Water District

December 2024 Mid Year Budget to Actual Summary

Category	Account	Prior Year	Actual Amt	Budget Amt	Difference	Percentage	Notes	
Revenue	Administrative Collection Fees - Water	-44	-277		-277	100 -		
	Bad Check Fees	5,580	6,390	5,000	1,390	28%		
	Call-Out Fees	350	975	500	475	95%		
	City of Hollister Sewer Billing Fees	88,521	102,843	90,000	12,843	14%		
	Credit Report Application Fee - Water	2,200	1,600	2,500	-900	-36%		
	Installation & Inspect Fees	22,540	37,540	11,900	25,640	100 +		
	Labor Billed to Subdivision	39,326	29,564	25,000	4,564	18%		
	Late Fees	7,623	5,927		5,927	100 +		
	Late Fees - Water	42,923	33,233		33,233	100 +		
	O&M Revenue	2,494,696	2,235,857	2,017,616	218,242	11%		
	Other Operating Revenue	646	62,500		62,500	100 +		
	Property Lien Filing Fee - Water	2,135		2,500	-2,500	-100%		
	Reconnection Fees		1,600	250	1,350	100 +		
	Residential Sales	4,998,311	5,751,548	5,050,000	701,548	14%		
	Revenue Allocation	0	0	0	0	0%		
	Water Sales - Adjustments	500						
	Revenue Total		7,705,307	8,269,301	7,205,266	1,064,036	15%	9% consumption increase & September rate increase
Cost of Goods	Benefits Administrative Costs	-11,053	-7,020	-14,250	7,230	51%		
	Boot Allowance	-1,846	-1,640	-1,750	110	6%		
	CALPERS Pension Expense - Other		-31,469		-31,469	100 -		
	Cell Phone Allowance	-3,061	-3,241	-3,750	509	14%		
	Classic Member ER Paid Contribution	-8,102	-8,741	-11,000	2,259	21%		
	Dental	-16,038	-16,168	-17,500	1,332	8%		
	ER Survivor Contribution	-283	-275	-250	-25	-10%		
	Health	-141,737	-185,968	-144,000	-41,968	-29%	10% rate increase, head count up 3	
	Labor Allocation	0	0	0	0	0%		
	Labor Benefits	1,208						
	Life Insurance	-1,684	-2,120	-3,250	1,130	35%		
	Meal Premium	-1,052	-1,433	-1,600	168	10%		
	NRS ER 457b Contribution	-103,961	-106,112	-106,000	-112	0%		
	On Call Duty	-15,352	-17,487	-17,000	-487	-3%		
	Overtime	-148,496	-167,276	-139,500	-27,776	-20%	Multiple major line leaks beginning of FY (Hillcrest, Quail Hollow, Marks Drive, Randy's Circle)	
	PEPRA ER Contribution	-118,901	-131,253	-127,750	-3,503	-3%		
	Retiree Health Insurance	-9,664	-7,536	-7,500	-36	0%		
	Service Credit ER	-2,020	-2,036	-2,500	464	19%		
	Taxes	-20,448	-22,519	-21,250	-1,269	-6%		
	Uniforms	-13,369	-12,645	-12,150	-495	-4%		
	Vacation	-127,715	-138,112	-97,750	-40,362	-41%	Budget issue	
	Vision	-1,941	-2,058	-3,500	1,442	41%		
	Wages	-1,010,295	-1,122,683	-1,167,312	44,629	4%		
	Worker's Compensation	-27,000	-27,000	-28,000	1,000	4%		
	Cost of Goods Total		-1,782,809	-2,014,791	-1,927,562	-87,229	-5%	Benefit rate increase, head count up 3
	Expenses	Accounting	-33,948	-31,341	-18,500	-12,841	-69%	
		Administrative Fee	-9,006	-8,904	-16,500	7,596	46%	
		Amonum Nitrate	-6,861	-5,841	-7,500	1,659	22%	
		Billing Forms & Envelopes	-2,915	-3,093	-3,750	657	18%	
		Building Repair	-3,254	-13,646	-2,500	-11,146	100 -	
		Capital Equipment (Non Budgeted)	-68,025	-46,620		-46,620	100 -	SBF industrial ponds
		Cellular Services	-3,207	-2,654	-3,750	1,096	29%	
		Chemical Removal Costs	-4,216	-7,866		-7,866	100 -	
Contract/Professional Services		-234,587	-138,872	-126,250	-12,622	-10%	Replaced Don Riddenhour	
Cost of Raw Water		-805,431	-583,247	-815,000	231,753	28%	Lower surface blend, 88% vs 44%	
Cost of Raw Water - Power		-143,893	-30,588	-46,450	15,862	34%		
Depreciation		-754,339	-772,377	-783,250	10,873	1%		
Direct Costs		-29,014	-6,988	-21,000	14,012	67%		
Dues, Fees, Permits		-153,062	-186,634	-124,700	-61,934	-50%	Invoice Cloud payment 9k timing issue, WRA fee increase 3K per year, SBCWD GIS 20k	
Electrical Services		-266,378	-413,560	-225,790	-187,770	-83%	Avg 13% rate increase across generation & delivery- Higher Well output	
Engineering Supplies			-38		-38	100 -		
Equipment Rental		-884	-1,837	-1,000	-837	-84%		
Equipment Repair		627	-4,670	-6,750	2,080	31%		
Expense Allocation		0	0	0	0	-16%		
Facility Supplies		-6,603	-5,616	-7,550	1,934	26%		
Ferric Chloride		-139,385	-168,564	-127,500	-41,064	-32%	Unforeseen Poor Water Quality- West Hills	
GAC Media Replacement		-430,187	-286,791	-224,500	-62,291	-28%	Lower surface blend- Lessalt	
Generator Repair		-2,627	-1,309	-4,000	2,691	67%		
Information Technology (IT)		-1,025	-990	-1,000	10	1%		
Insurance		-52,974	-46,516	-50,000	3,484	7%		
Interest Expense		-300,239	-305,842	-350,000	44,158	13%		
Internet		-31,167	-53,783	-49,250	-4,533	-9%	Water Smart 13k payment timing issue compared to prior year	
Janitorial		-3,227	-3,024	-4,000	976	24%		
Lab Supplies		-15,324	-20,209	-14,600	-5,609	-38%		
Legal		-19,922	-21,830	-17,500	-4,329	-25%		
Map & Blueprints		-103	-2,833	-250	-2,583	100 -		
Meeting Expenses		-7,990	-13,175	-5,000	-8,175	100 -		
Newsletters		-34,447	-23,049	-22,500	-549	-2%		
Office Equipment Maintenance		-5,109	-4,951	-5,000	49	1%		
Operations & Maintenance		-937,779	-890,070	-948,521	58,451	6%		
Other Outside Services		-12,964	-5,131	-11,750	6,619	56%		
Other Repairs & Maintenance		-100,134	-152,242	-186,917	34,676	19%		
PAC Media Replacement		-134,176	-141,258	-144,500	3,242	2%		
Payroll Services		-13,248	-13,920	-14,000	80	1%		
Pest Control		-1,053	-893	-2,500	1,607	64%		
Polymer, Citric Acid and Other		-40,023	-24,071	-29,500	5,429	18%		
Postage		-15,334	-19,588	-17,500	-2,088	-12%		
Public Outreach		-100	-570	-1,750	1,180	67%		
Pumping - Monthly Zone 3 Fees		-3,084	-24,954	-2,000	-22,954	100 -	SBC Ground Water Management- Annual Fee (NEW)	
Pumping - Semi-Annual		-7,074	-5,977	-12,500	6,523	52%		
Quality Testing		-92,541	-62,777	-81,800	19,024	23%		
Replacement Reserve		-108,910	-108,910	-130,750	21,840	17%		
SCADA		-5,403	-27,075	-6,000	-21,075	100 -		
Security Service		-793		-1,250	1,250	100 +		
Sludge Removal		-8,503	-14,240	-10,400	-3,840	-37%		
Small Tools & Equipment	-10,023	-11,993	-8,750	-3,243	-37%			
Sodium Hydroxide	-397,383	-318,328	-340,500	22,172	7%			
Sodium Hypochlorite	-54,064	-59,103	-37,000	-22,103	-60%	Unforeseen Poor Water Quality- West Hills		
Sodium Permanganate	-43,419	-74,103	-34,500	-39,603	100 -	Issues encountered with Sodium Permanganate Tank		
Street Repair	-14,072	-113,227	-20,000	-93,227	100 -	Street Repair Water Line Leaks- Randys Cir & Hillcrest		
Subscriptions	-3,386	-4,602	-2,000	-2,602	100 -			
Sulfuric Acid	-75,822	-63,312	-63,500	188	0%			
Supplies & Other	-3,627	-3,461	-3,300	-161	-5%			
Tank Maintenance	-3,663							
Telephone	-5,490	-319	-4,500	4,181	93%			
Testing Supplies	-4,381	-3,130	-6,500	3,370	52%			
Travel,Registration,Tuition	-8,182	-5,584	-8,750	3,166	36%			

Sunnyslope County Water District

December 2024 Mid Year Budget to Actual Summary

Category	Account	Prior Year	Actual Amt	Budget Amt	Difference	Percentage	Notes
Expenses	True-Up Annual Raw Water Cost & Power	-387,382	-380,000		-380,000	100 -	O&M plant cost accrual
	Vehicle Repair	-51,893	-50,308	-61,250	10,942	18%	
	Water Conservation	-60,425	-60,000	-60,000	0	0%	
Expenses Total		-6,617,216	-6,300,566		-5,786,029	-9%	
Other	Connection Fees	928,725	1,294,283		1,294,283	100 +	
	Fair Market Value Adjustment	45,139	242,189		242,189	100 +	
	Interest Income	453,333	413,290	537,500	-124,210	-23%	MBS & LAIF less than anticipated
	Misc Income, Credits & Rebates	6,000	6,321		6,321	100 +	
	Non-Op Allocation	0	0	0	0	0%	
	Non-Operating Costs	-11,925	-345	-12,500	12,155	97%	
Other Total		1,421,272	1,955,738	525,000	1,430,738	100 +	
Grand Total		726,555	1,909,683	16,675	1,893,008	100 +	
Net Income From Operations		-694,717	-46,055	-508,325	462,270		This is due to a 9% increase in consumption, a 15% rate increase in September and a 44% decrease in the surface water blend.

Staff Report

Agenda Item: I – 3

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

TO: Board of Directors

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

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

RECOMMENDATION:

The required public meeting notice did not publish in the local newspaper this week as required for the board to take action on this item. However, due to the complex nature of this matter it is important for the board to engage in discussion regarding the SCIP program. The district joined the California Statewide Communities Development Authority (“CSCDA”) in 2002 under Resolution #476. Local developers have requested the board consider utilizing the Statewide Community Infrastructure Program (“SCIP”) as a mechanism for development to finance connection fees and infrastructure expenses. With the Board’s direction this item will return at the March meeting for a public hearing and for action on the resolution to join the Statewide community Infrastructure Program (“SCIP”).

BACKGROUND:

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

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

its inception SCIP has issued over \$1 billion in land secured special assessment and CFD bonds for development projects in California.

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

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

The benefits of SCIP to the property owner include:

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

The benefits of SCIP to the District include:

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

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

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

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

FINANCIAL IMPACT:

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

ENVIRONMENTAL IMPACT:

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

ATTACHMENTS:

- 1) SSCWD Resolution #476 – Joining CSCDA in 2002
- 2) Draft Resolution to participate in the SCIP

RESOLUTION NO. 476

**RESOLUTION APPROVING, AUTHORIZING AND DIRECTING
EXECUTION OF AN AMENDED AND RESTATED JOINT EXERCISE
OF POWERS AGREEMENT RELATING TO THE CALIFORNIA
STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**

WHEREAS, the Sunnyslope County Water District (the "District"), has expressed an interest in participating in the economic development financing programs (the "Programs") in conjunction with the parties to that certain Amended and Restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority, dated as of June 1, 1988 (the "Agreement"); and

WHEREAS, there is now before this Board of Directors the form of the Agreement;
and

WHEREAS, the District proposes to participate in the Programs and desires that certain projects to be located within the District be financed pursuant to the Programs and it is in the public interest and for the public benefit that the District do so; and

WHEREAS, the Agreement has been filed with the District, and the members of the Board of Directors of the District, with the assistance of its staff, have reviewed said document;

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

Section 1. The Agreement is hereby approved and the Chair or Vice Chair or designee thereof is hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by said Chair or Vice Chair, and the Secretary or such Secretary's designee is hereby authorized and directed to affix the District's seal to said document and to attest thereto.

Section 2. The Chair, the Vice Chair, the Secretary and all other proper officers and officials of the District are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 3. The Secretary of the District shall forward a certified copy of this Resolution and an originally executed Agreement to:

Angie Sessions
Orrick, Herrington & Sutcliffe LLP
400 Capital Mall, Suite 3000
Sacramento, California 95814

Section 4. This resolution shall take effect immediately upon its passage.

ADOPTED by the Board of Directors of the Sunnyslope County Water District at a regular meeting of said Council held on the 14 th day of February, 2002, by the following vote:
2

AYES: Hailsone, R. Anderson, D. Anderson, and Rosskamp

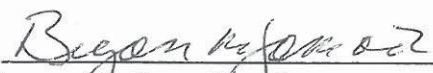
NOES: None

ABSENT: Nelson



Stephen Hailsone, President

ATTEST:



Bryan M. Yamaoka, Secretary

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY**

THIS AGREEMENT, dated as of June 1, 1988, by and among the parties executing this Agreement (all such parties, except those which have withdrawn in accordance with Section 13 hereof, being herein referred to as the "Program Participants"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Program Participants is a "public agency" as that term is defined in Section 6500 of the Government Code of the State of California, and

WHEREAS, each of the Program Participants is empowered to promote economic development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, within its boundaries; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500 of the Government Code of the State of California)) (the "Act") and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of law to promote economic development through the issuance of bonds, notes, or other evidences of indebtedness, or certificates of participation in leases or other agreements (all such instruments being herein collectively referred to as "Bonds"); and

WHEREAS, in order to promote economic development within the State of California, the County Supervisors Association of California ("CSAC"), together with the California Manufacturers Association, has established the Bonds for Industry program (the "Program").

WHEREAS, in furtherance of the Program, certain California counties (collectively, the "Initial Participants") have entered into that certain Joint Exercise of Powers Agreement dated as of November 18, 1987 (the "Initial Agreement"), pursuant to which the California Counties Industrial Development Authority has been established as a separate entity under the Joint Exercise of Powers Act for the purposes and with the powers specified in the Initial Agreement; and

WHEREAS, the League of California Cities ("LCC") has determined to join as a sponsor of the Program and to actively participate in the administration of the Authority; and

WHEREAS, the Initial Participants have determined to specifically authorize the Authority to issue Bonds pursuant to Article 2 of the Joint Exercise of Powers Act ("Article 2") and Article 4 of the Joint Exercise of Powers Act ("Article 4"), as well as may be authorized by the Act or other applicable law; and

WHEREAS, the Initial Participants desire to rename the California Counties Industrial Development Authority to better reflect the additional sponsorship of the Program; and

WHEREAS, each of the Initial Participants has determined that it is in the public interest of the citizens within its boundaries, and to the benefit of such Initial Participant and the area and persons served by such Initial Participant, to amend and restate in its entirety the Initial Agreement in order to implement the provisions set forth above; and

WHEREAS, it is the desire of the Program Participants to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake projects within their respective jurisdictions that may be financed with Bonds issued pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; and

WHEREAS, the projects undertaken will result in significant public benefits, including those public benefits set forth in Section 91502.1 of the Act, an increased level of economic activity, or an increased tax base, and will therefore serve and be of benefit to the inhabitants of the jurisdictions of the Program Participants;

NOW, THEREFORE, the Program Participants, for and in consideration of the mutual promises and agreements herein contained, do agree to restate and amend the Initial Agreement in its entirety to provide as follows:

Section 1. Purpose.

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the joint exercise of powers common to public agencies, in this case being the Program Participants. The Program Participants each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to establish an agency for, and with the purpose of, issuing Bonds to finance projects within the territorial limits of the Program Participants pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; provided, however that nothing in this Agreement shall be construed as a limitation on the rights of the Program Participants to pursue economic development outside of this Agreement, including the rights to issue Bonds through industrial development authorities under the Act, or as otherwise permitted by law.

Within the various jurisdictions of the Program Participants such purpose will be accomplished and said powers exercised in the manner hereinafter set forth.

Section 2. Term.

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for a period of forty (40) years from the date hereof, or until such time as it is terminated in writing by all the Program Participants; provided, however, that this Agreement shall not terminate or be terminated until the date on which all Bonds or other indebtedness issued or caused to be issued by the Authority shall have been retired, or full provision shall have been made for their retirement, including interest until their retirement date.

Section 3. Authority.

A. CREATION AND POWERS OF AUTHORITY.

(1) Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Statewide Communities Development Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Program Participants. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to this Agreement.

B. COMMISSION.

The Authority shall be administered by a Commission (the "Commission") which shall consist of seven members, each

serving in his or her individual capacity as a member of the Commission. The Commission shall be the administering agency of this Agreement, and, as such, shall be vested with the powers set forth herein, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

Four members of the Commission shall be appointed by the governing body of CSAC and three members of the Commission shall be appointed by the governing body of LCC. Initial members of the Commission shall serve a term ending June 1, 1991. Successors to such members shall be selected in the manner in which the respective initial member was selected and shall serve a term of three years. Any appointment to fill an unexpired term, however, shall be for such unexpired term. The term of office specified above shall be applicable unless the term of office of the respective member is terminated as hereinafter provided, and provided that the term of any member shall not expire until a successor thereto has been appointed as provided herein.

Each of CSAC and LCC may appoint an alternate member of the Commission for each member of the Commission which it appoints. Such alternate member may act as a member of the Commission in place of and during the absence or disability of such regularly appointed member. All references in this Agreement to any member of the Commission shall be deemed to refer to and include the applicable alternate member when so acting in place of a regularly appointed member.

Each member or alternate member of the Commission may be removed and replaced at any time by the governing body by which such member was appointed. Any individual, including any member of the governing body or staff of CSAC or LCC, shall be eligible to serve as a member or alternate member of the Commission.

Members and alternate members of the Commission shall not receive any compensation for serving as such but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member or alternate member, if the Commission shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The Commission shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among its members to serve for such term as shall be determined by the Commission. The Commission shall appoint one or more of its officers or

employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve for such term as shall be determined by the Commission.

Subject to the applicable provisions of any resolution, indenture or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, the Treasurer is designated as the depository of the Authority to have custody of all money of the Authority, from whatever source derived.

The Treasurer of the Authority shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Commission but in no event less than \$1,000. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond in at least said amount obtained in connection with another public office.

The Commission shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Commission shall have the power, by resolution, to the extent permitted by the Joint Exercise of Powers Act or any other applicable law, to delegate any of its functions to one or more of the members of the Commission or officers or agents of the Authority and to cause any of said members, officers or agents to take any actions and execute any documents or instruments for and in the name and on behalf of the Commission or the Authority.

D. MEETINGS OF THE COMMISSION.

(1) Regular Meetings.

The Commission shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Commission and a copy of such resolution shall be filed with each party hereto.

(2) Special Meetings.

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(3) Ralph M. Brown Act.

All meetings of the Commission, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Commission.

(5) Quorum.

A majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC shall constitute a quorum for the transaction of business. No action may be taken by the Commission except upon the affirmative vote of a majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Commission such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have any and all powers relating to economic development authorized by law to each of the parties hereto and separately to the public entity herein created, including, without limitation, the promotion of opportunities for the creation and retention of employment, the stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties. Such powers shall include the common powers specified in this

Agreement and may be exercised in the manner and according to the method provided in this Agreement. All such powers common to the parties are specified as powers of the Authority. The Authority is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to sue and be sued in its own name; and generally to do any and all things necessary or convenient to the promotion of economic development, including without limitation the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, all as herein contemplated. Without limiting the generality of the foregoing, the Authority may issue or cause to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, including Article 2 and Article 4, the Act or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties until a California general law city shall become a Program Participant, at which time it shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. Fiscal Year.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Authority, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 1988.

Section 6. Disposition of Assets.

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2 hereof, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Program Participants and shall thereafter remain the sole property of the Program Participants; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Program Participants.

Section 7. Bonds.

The Authority shall issue Bonds for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement. Said Bonds may, at the discretion of Authority, be issued in series.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The fees and expenses of such counsel, consultants, advisors, and the expenses of CSAC, LCC, and the Commission shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 9. Local Approval.

A copy of the application for financing of a project shall be filed by the Authority with the Program Participant in whose jurisdiction the project is to be located. The Authority shall not issue Bonds with respect to any project unless the governing body of the Program Participant in whose jurisdiction the project is to be located, or its duly authorized designee, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Action to approve or disapprove a project shall be taken within 45 days of the filing with the Program Participant. Certification of approval or disapproval shall be made by the clerk of the governing body of the Program Participant, or by such other officer as may be designated by the applicable Program Participant, to the Authority.

Section 8. Bonds Only Limited and Special Obligations of Authority.

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Program Participant, CSAC, or LCC or pledge of the faith and credit of the Program Participants, CSAC, LCC, or the

Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds or the respective project costs except from revenues and other funds pledged therefor. Neither the Program Participants, CSAC, LCC, nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Program Participants nor the faith and credit of CSAC, LCC, or the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the Program Participants, CSAC, LCC, or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any member of the Commission, or any officer, agent or employee of the Authority in his individual capacity and neither the Commission of the Authority nor any officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 10. Accounts and Reports.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Program Participant.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Agency by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each Program Participant and also with the county auditor of each county in which a Program Participant is located. Such report shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Commission may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

The Treasurer of the Authority, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to each of the Program Participants to the extent such activities are not covered by the reports of the trustees for the Bonds. The trustee appointed under each Indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out this Agreement.

Section 11. Funds.

Subject to the applicable provisions of each Indenture, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Section 10 hereof, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions or purposes of this Agreement.

Section 12. Notices.

Notices and other communications hereunder to the Program Participants shall be sufficient if delivered to the clerk of the governing body of each Program Participant.

Section 13. Withdrawal and Addition of Parties.

A Program Participant may withdraw from this Agreement upon written notice to the Commission; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding under an Indenture. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Commission which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Qualifying public agencies may be added as parties to this Agreement and become Program Participants upon: (i) the filing by such public agency of an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Commission approving the addition of such public agency as a Program Participant. Upon satisfaction of such conditions, the Commission shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

Section 14. Indemnification.

To the full extent permitted by law, the Commission may authorize indemnification by the Authority of any person who is or was a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 15. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the parties hereto for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the party making such advance at the time of such advance.

Section 16. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of Program Participants when performing their

respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged as members of the Commission or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties extraterritorially under the provisions of this Agreement.

Section 17. Amendments.

Except as provided in Section 13 above, this Agreement shall not be amended, modified, or altered except by a written instrument duly executed by each of the Program Participants.

Section 18. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Program Participants at 9:00 a.m., California time, on the date that the Commission shall have received from each of the Initial Participants an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Participant approving this Agreement and the execution and delivery hereof.

Section 19. Partial Invalidity.

If any one or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 20. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties.

Section 21. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

This Agreement is the complete and exclusive statement of the agreement among the parties hereto, which supercedes and merges all prior proposals, understandings, and other agreements, including, without limitation, the Initial Agreement, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Program Participant:

Sunnyslope County Water District

By Stephen B. Hailstone

Name: Stephen Hailstone

Title: President

[SEAL]

ATTEST:

By Bryan M. Yamaoka

Name: Bryan M. Yamaoka

Title: Secretary

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * *

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

AYES: Board Members

NOES: Board Members

ABSENT: Board Members

ABSTAIN: Board Members

DRAFT

Staff Report

Agenda Item: I-4

DATE: February 18, 2025 (February 25, 2025 Meeting)

TO: Board of Directors

FROM: Rob Hillebrecht, Principal Engineer

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

RECOMMENDATION:

Authorize the General Manager to enter into a contract with Ruggeri-Jensen-Azar (RJA) not to exceed \$120,000 to design the Foxhill Pipeline from Gavilan College to Harbern Way as part of the Urban Community Drought Relief Grant Consolidation Project.

BACKGROUND:

A portion of the project to consolidate the Stonegate, Tres Pinos, Venture Estates, and Best Road Mutual water systems requires that a new 12" pipeline be designed and installed across the future Fairview Corners Phase 2 development from Gavilan College to Harbern Way. While the entire consolidation project is being engineered and designed by Wallace Group, the portion crossing the future Fairview Corners Phase 2 development is best designed by RJA, the engineer who has been involved in the original design for that development. This reduces the amount of redundant work for surveying, road and grading design, anticipating conflicts with future utilities, etc. and reduces risk of conflict between Sunnyslope and the Fairview Corners Phase 2 developer.

RJA would be required to complete their design by May 31, 2025 at which point it will be incorporated into the overall Wallace Group plans and specifications package as a single project. It is anticipated that the full project will go to bid in July and construction would begin in October 2025 with project completion in October 2026.

FISCAL IMPACT:

The fiscal impact of this contract would not exceed \$120,000, all of which would be entirely recovered from the grant funds. Additionally, staff are tracking their time for work associated with this the consolidation project and billing such to the grant.

ENVIRONMENTAL IMPACT:

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

ATTACHED

1. RJA Proposal
2. Professional Service Contract

February 14, 2025

Drew Lander
Sunnyslope County Water District
3570 Airline Hwy
Hollister, CA 95023

**Subject: Proposal to Sunnyslope County Water District
Segment B Consolidation Irrigation Water Main Design
Hollister, CA**

Dear Mr. Lander,

Ruggeri Jensen & Azar (RJA) is pleased to provide professional engineering services for Segment B Consolidation Irrigation Water Main Design in San Benito County, California. We are a powerful team, possessing the local knowledge, experience, and responsiveness necessary to serve your project.

We understand the need for efficiency to meet the schedule constraints of your project funding. Our Gilroy team's combination of skills and local knowledge is ideally suited to serve you. The RJA team advantage includes:

- ✓ A local team, to serve you in a timely, personal manner, and to support all aspects of your project.
- ✓ Team members with over 35 years of professional engineering experience in San Benito County/Hollister area.
- ✓ A full-service team that specializes in bringing top service, communication and clarity to our clients, whether it be for studies, plan preparation, or processing.
- ✓ Dedicated principals that will be "hands-on" for your project. As Principal and the Planning Project Manager, I will be personally involved in all aspects of your project.

In summary, when you choose the RJA team, you gain the benefits of:

Full-Service Team  **Extensive Local Knowledge**

We appreciate the opportunity to assist you with this project, and we look forward to providing you with excellent service. If you have any questions or need additional information, please contact me at your convenience. My cell phone number is (408) 726-1663.

Sincerely,
Ruggeri~Jensen~Azar



By: Ross Doyle
Principal, Planning Project Manager

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ATTACHMENTS:

- A. Key Personnel Resumes**
- B. RJA Brochure Excerpts**



I. RJA COMPANY PROFILE

RJA is a California corporation founded in 1995 to provide consulting services in civil engineering, planning, and surveying to Public Works and private sector clients. RJA provides a full range of public works services for the project development, PS&E preparation, and construction of roadways, intersections, utilities and other public infrastructure projects. RJA serves its clients from three office locations in the cities of Gilroy, Pleasanton, and Rocklin. All work for the Irrigation Water Main Project will be serviced from, and performed in, our Gilroy office. We strive to assist our clients by providing cost-effective, efficient, and quality engineering, survey, and planning services. RJA has a staff of knowledgeable engineers, surveyors, planners, technicians, and administrative personnel who are available to provide consultant services for this project. In addition, our union field survey work force (GPS) will perform all necessary field survey services. Many of our key staff members have worked together for more than twenty years.

RJA’s Key Team Member for the Irrigation Water Main Seg. B:

- Principal-in-Charge Engineering & Survey: Arminta Jensen, P.E., PLS, LEED®AP AJensen@rja-gps.com
- Project Manager - Planning: Ross Doyle RDoyle@rja-gps.com
- Project Manager - Engineering:..... Luis Santiago-Sotelo, P.E., QSD ... LSantiago@rja-gps.com
- Senior Surveyor: Bryan Pierce, PLS BPierce@rja-gps.com
- Field Survey Manager: Jeff Vest, LSIT JVest@rja-gps.com

A resume for each of the above individuals is attached.

Schedule, Capacity and Resources: RJA will service the Irrigation Water Main Seg. B Project from our Gilroy office. Our staff is qualified and willing to meet the District’s scheduling needs. In the very unlikely event that additional resources are needed to meet a critical deadline, RJA can adapt by relocating resources to Gilroy from our other Bay Area offices to get the job done.

Public Agency Experience: RJA’s Gilroy team offers a full range of engineering services to agencies in San Benito County, Monterey County, Santa Cruz County, and the Bay Area. RJA's breadth of planning and public infrastructure experience encompasses infrastructure analysis, design of water, recycled water, sanitary sewer, and storm drain pipelines, grading design, roadways, roundabouts, etc. We offer services encompassing design and right-of-way surveying, conceptual design, preparation of construction documents and bid packages, construction support and staking, to project closeout. Our staff understands the need for timely and efficient deliverables, responsiveness to questions, and complete submittal bid packages to achieve a smooth, successful bidding process. RJA’s team becomes an extension of your staff, and your project’s success defines our success.

The following tables summarizes our staff and associated licenses/qualifications, both company-wide and for our Gilroy office:

License / Qualification	Company Wide No. of Staff	Gilroy Office No. of Staff
Professional Civil Engineer, Licensed (PE)	22	8
Professional Land Surveyor, Licensed (PLS)	7	2
Planners	4	4
Union Field Surveyors	14	7
QSD-QSP	9	4
LEED AP	3	1
Engineers (not yet licensed)	15	3
Technicians	4	2
Admin / Support Staff	7	3
TOTAL STAFF (office and union)¹	75	28

¹ Note: Several of the staff shown in the table possess multiple licenses / qualifications. Therefore, the total number of staff is not a simple addition of all the individual license holders shown on the table.

Surveying, Mapping, and Construction Staking Capabilities: RJA's professionals achieve the modern-day challenge of harnessing technology while adhering to established survey principles. Using our Leica System 1200 GPS, RJA operates on the RTKMAX Network with a base station mounted on our building in Gilroy and networking with the San Jose base station and multiple stations throughout Northern California. This technology allows RJA field crews the ability to begin collecting real-time GPS data within minutes after arriving on the jobsite. The RJA "toolbox" also incorporates robotic total stations and digital levels for precision survey practices. Each of RJA's field survey staff is a member of Operating Engineers Local 3 and their wage and benefits are consistent with the prevailing wage requirements pursuant to appropriate Sections of the Labor Code of State of California for straight time, overtime, Saturday, Sunday, and holiday work. Our team is efficient, professional, thorough, and concerned about the success of your project.

RJA's Services:

Ruggeri-Jensen-Azar (RJA) – Land Planning, Civil Engineering, & Land Surveying

Land Planning

- Site Constraints Analysis
- Opportunities & Constraints Mapping
- Record Drawing and GIS Research
- Site Programming Development
- Site Yield Studies
- Concepts Exhibits & Bubble Diagrams
- Conceptual Site Planning Studies
- Specific Plan Design and Preparation
- Master Plan Community Design
- General Plan Amendments
- Pre-zoning and Rezoning Assistance
- Entitlements
- Facility Planning Assistance

Civil Engineering

- Water Supply & Distribution
- Recycle/Reclaimed Water Distribution
- Sanitary Sewer Collection Systems
- Utility Master Planning
- Grading Design
- Roadway and Highway Design
- Intersection Geometric Design
- Storm Drainage Design
- Storm Detention/Retention/BMP
- Erosion Control/SWPPP
- Office and Industrial Park Design

Facility Planning

- Opportunities & Constraints Identification
- Routing Studies
- PR/PSR (Caltrans)
- Caltrans' PEER/Encroachment Permits
- Conceptual Infrastructure Planning
- Record Drawing and GIS Research
- Master Plan/Community Transit Design
- Site Selection Assistance
- Facility Master Planning
- Site Programming Development
- Facility Planning Assistance
- CEQA Processing Support
- Regulatory Agency Processing Assistance

Surveying & Mapping

- Boundary and Right-of-Way Surveys
- Aerial Photo Control
- Topographic Surveys
- Parcel Maps
- Highway, Utility & Other Route Surveys
- Plats & Legal Descriptions
- A.L.T.A. Surveys
- FEMA Elevation Certificates
- Construction Staking
- As-Built Surveys
- Final Maps
- Record of Survey
- Lot Line Adjustments

II. SCOPE OF SERVICES & FEE

EXHIBIT A: SCOPE OF SERVICES

For

SEGMENT B CONSOLIDATION IRRIGATION WATER MAIN DESIGN

SAN BENITO COUNTY

JANUARY 27, 2025

Assumptions:

- The Client will secure rights to previously prepared resolved boundary and topographic surveys from the Fairview Corners developer.
- The Client will secure any agreements for temporary construction from the Fairview Corners developer and Gavilan College.
- The Client will contract with a separate Consultant for preparation of a SWPPP.
- Specifications for the project will be prepared by others and will be noted on the cover sheet on the plans to reference a separate specifications book by the Wallace Group.
- Structural design, if required, will be performed by others.
- Design of the water main segment is limited to horizontal/vertical layout. Hydraulic calculations to be performed by others and pipe sizes provided by Client.
- Street geometry shown in the approved Fairview Corners Tentative Map will serve as the base for design.
- Per SSCWD, no trenching or special design considerations regarding the fault that encroaches into the Fairview Corners Phase 2 site will be required in the design of the water alignment.
- Bid documents under this scope are limited to Improvement Plans and Quantities Summary for Segment B of the irrigation Water Main. Any other bid documents and forms are excluded from this Scope of Services.
- The improvement plans will use Sunnyslope County Water District standard 24"x36" border, provided by SSCWD.
- Construction staking is excluded from this Scope of Services.
- Segment B Consolidation Irrigation Water Main extends from the terminus of the irrigation water main east of the Gavilan College entrance to the east boundary limits of Fairview Corners adjacent to Harbern Way.

TASK 1 – COORDINATION AND COMMUNICATION

A. Kick-Off Meeting

Consultant will attend a kick-off meeting with key Client staff. The purpose of the kick-off meeting is to fully understand the approach to the project and the Client's vision, requirements, and preferences prior to starting any tasks and collecting the Client's staff input concerning existing deficiencies and goals for the future.

B. Bi-Weekly Meetings with SSCWD

At Client's request, Consultant will attend bi-weekly meetings with Sunnyslope County Water District (SSCWD) and Wallace Group Engineers on issues related to this Scope of Services.

C. Client (SSCWD) Coordination

At Client's request and if necessary, Consultant will coordinate with Client in instances not described in Task 1.B.

D. Other Consultants Coordination

Upon request of the Client, Consultant will assist Client in the coordination with other Client Consultants including the Wallace Group and other disciplines, as necessary.

E. County Coordination

Upon request of the Client, Consultant will assist Client in the coordination with the County of San Benito for the grading scope and the San Benito County Water District for crossing their pipe on the eastern side of the Fairview Corners project.

F. Developer Coordination – NIC (not included in this agreement)

TASK 2 – ENGINEERING

A. Layout Study

As part of the preliminary engineering task, and using the preliminary overall roadway alignment based on the approved Vesting Tentative Map for Fairview Corners, resolved boundary, and Fairview Corners Phase 2 final grading, Consultant will provide design for up to two (2) preliminary irrigation water line layout options (approximately 2,940 LF of irrigation water main) for Client review and comment. This task will ensure the Client and the Fairview Corners developer are agreeable to the geometrics prior to final design. Based on Client's preferred alignment, the Consultant will perform computer layouts for pipe vertical and horizontal layout with consideration for other improvements/utilities that will be installed as part of the Fairview Corners project.

B. Preliminary Grading

Based upon Client's preferred alignment, Consultant will prepare a preliminary grading plan for the construction of the water line as a stand-alone project. The preliminary grading plan will depict centerline road grades, and conform slopes and potential drainage improvements, if necessary, assuming that the improvements for the Fairview Corners Phase 2 project would occur after water main installation.

C. Supplemental Surveys and Base Mapping – NIC (not included in this agreement)

D. Plat and Legal Description

During the 90% design phase, the consultant will prepare a survey plat and accompanying legal description (1 total) for the Water Line Easement Dedication over Fairview Corners – Phase 2.

This item specifically excludes the following items:

- Assistance with any property, easement or right-of-way acquisition or agreements
- Acquisition or assistance with signatories
- Preparation of grant, quit-claim or deeds.
- Processing/Recording of documents

TASK 3 – DELIVERABLE AND SCHEDULE

A. Final Engineering

1. Prepare 60% Submittal

- a) Upon the Client's and Fairview Corners developer's selection of the preferred water layout and corresponding preliminary grading plan described in Task 2.A and 2.B, the Consultant will prepare the 60% design level plan set. Said plan shall be at a scale and a sheet size acceptable to the Client. The plans typically include the following sheets: Title sheet, Existing Conditions and Atlas sheet, Detail sheet, Water Layout Plan & Profiles, and Erosion Control Plan.
- b) The Consultant's design will include the following proposed improvements: Irrigation Water main including stationing for field layout to be shown on the plans. As a background, plans will also include the following information from the Fairview Corners Phase 2 design, including: streets from right-of-way to right-of-way; top of curb elevations; sanitary sewer and water system designs; location of all sanitary sewer laterals and water laterals; minor demolition and removals; existing and proposed fire hydrant locations; and the location and type of street monuments. Any design not specific to the irrigation water main are specifically excluded from this scope of work.
- c) The Consultant will prepare one (1) rough grading plan set for inclusion in the plan set, including tops and toes of cuts and fills, earthwork volumes, drainage swale design and location (if necessary), notes and recommendations and grading sections and details. Location and extent of on-site borrow and/or stockpile areas shall be shown if necessary. The final grading will show the limits of the disturbed area to be used for environmental fencing. The Grading Plan assumes the Segment B Irrigation Water Line Project will be constructed prior to the Fairview Corners Phase 2 Project.
- d) Locations of existing storm drains, sanitary sewer, water piping systems, existing street lighting, shall be shown if record drawings are obtainable and with appropriate disclaimers as to accuracy. PG&E, CATV, and telephone utility locations are to be provided by the Client's utility designer. USA marking and potholing are specifically excluded from this scope of work.
- e) Upon request of Client, Consultant will review utility plans supplied by the Client for items that could conflict with the grading and/or improvement plans. Any conflict

shall be resolved by Client.

- f) Consultant will provide a reference to the specifications by the Wallace Group (in the form of a note on the cover sheet on the improvement plans), to be supplied by the Client.

2. Prepare 90% Submittal

Upon receiving the Client's comments on the 60% submittal, Consultant will prepare 90% construction documents, including plans along with a response to 60% comments document.

3. Prepare 100% Bid-Ready Package

Upon receiving the Client's comments on the 90% submittal, prepare the final construction documents that will be ready for bidding purposes. Preparation of bid package is specifically excluded from this scope of services.

B. Project Schedule

The Consultant will prepare a schedule for the design of the extension of the proposed irrigation water main through the Fairview Corners Phase 2 development for the review of the stakeholders (Sunnyslope County Water District and Dividend Homes).

C. Record Drawings

The Consultant will provide one (1) set of record drawings at the conclusion of the project. These drawings will be based on marked up construction sets provided by the Client. Field verification of improvements is specifically excluded from this Scope of Services.

TASK 4 – OTHER CONSULTANT SCOPE

A. Quantities Summary

Consultant will provide one (1) final Quantity summary in accordance with SSCWD standards and as required by the Client. The quantities provided will be for approximate quantities of civil related improvements. Costs are specifically excluded from this Scope of Services.

B. Bid & Construction Support

Upon request of the Client, Consultant will assist Client with providing response to questions during the bid process.

Upon request of the Client, Consultant will assist Client during construction with plan and construction related questions and clarifications, including, but not limited to responses to RFI's and material submittals.

CONTINGENCY

At Client's request, a contingency has been added into the scope of services to provide an allowance for potential unknown conditions that may occur during the project's development. This may include, but is not limited to, design modifications resulting from unforeseen soil conditions, changes in project objectives, material shortages, or other unexpected circumstances.

SCOPE OF SERVICES & FEE

EXHIBIT B: COST PROPOSAL
For
SEGMENT B CONSOLIDATION IRRIGATION WATER MAIN DESIGN
SAN BENITO COUNTY
JANUARY 27, 2025

Client shall compensate Consultant for the performance of the work previously described in PROPOSAL, SCOPE OF SERVICES, and for such extras and additions

SCOPE OF SERVICE ITEM	Team Member											Total Fee	
	Principal	Project Manager	Senior Planner/Surveyor	Associate Engineer	Senior Technician	Assistant Surveyor	Field Survey Manager	2-Person Field Crew					
	\$298	\$270	\$258	\$241	\$188	\$193	\$240	\$340					
Task 1 COORDINATION AND COMMUNICATION													
A Kick-Off Meeting	1	2	2	1									\$1,595
B Bi-Weekly Meetings with SSCWD	5	5	5										\$4,130
C Client (SSCWD) Coordination	4	4	4										\$3,304
D Other Consultants Coordination	4	4	4										\$3,304
E County Coordination		2	2										\$1,056
F Developer Coordination (N/A)													\$0
Task 2 ENGINEERING													
A Layout Study	2	8		16									\$6,612
B Preliminary Grading	1	8		32									\$10,170
C Supplemental Surveys & Base Mapping (N/A)													\$0
D Plat and Legal Description			8	12	1								\$5,144
Task 3 DELIVERABLE AND SCHEDULE													
A Final Engineering													
1. Prepare 60% Submittal	4	24		68	80								\$39,100
2. Prepare 90% Submittal	4	8		24	36								\$15,904
3. Prepare 100% Bid-Ready Submittal	2	6		16	16								\$9,080
B Project Schedule	2		4										\$1,628
C Record Drawings	1	2		8									\$2,766
Task 4 OTHER CONSULTANT SCOPE													
A Quantities Summary	1	2		12									\$3,730
B Bid & Construction Support	1	20		24									\$11,482
CONTINGENCY (N/A)													\$0
Total Hours :	32	95	29	213	133	0	0	0	0	0	0	0	
90 REIMBURSABLES													
												Travel Expenses :	\$495
												Printing, Shipping, etc. (by Client) :	\$500
												Total Costs :	\$120,000

Notes:

1. This fee estimate is based on hourly rates effective until June 30, 2025.
2. The project will be billed based on labor expended and expenses incurred. An individual line item may be exceeded; however, work will not proceed beyond the above total T&E budget without prior Client authorization.
3. Tasks 1.F and 2.C to be provided under separate agreement with others.

III. REPRESENTATIVE PROJECTS

Project: Northwest Waterline Project

Location: Hollister, California

Contact: City of Hollister

Description: RJA was the lead Civil Engineer, performing design and surveying for a new waterline for the City of Hollister. The City extended 2,500 LF of 8-inch water main, service piping, backflow prevention devices, and related appurtenances on Old San Juan Road and Mitchell Road. RJA's scope included: topographic & right-of-way surveys; preparing an alignment study to determine the most cost-effective alignment of the water line; design of the waterline, including crossing Highway 156 via bore and jack methods; and construction staking. The design also required coordinating with Caltrans to develop a plan line study considering future Highway 156 alignment and widening, and obtaining an encroachment permit for the Hwy. 152 crossing. The project has been constructed.



REPRESENTATIVE PROJECTS

Project: Camino Aguajito/Aguajito Water Main Project

Location: Monterey, California

Contact: California American Water Company

Description: RJA was selected as the Project Team lead and as the lead designer responsible for civil engineering design, topographic surveys, right-of-way surveys, and management of the design team. RJA provided the design of improvements to install approximately 1.1 miles of 20-inch diameter water transmission main to provide vital upgrade to the water system serving the City of Monterey. Project challenges included locating the new main within congested utility corridors, through archaeologically and environmentally sensitive areas, and under a Caltrans overpass. Detailed traffic control plans were required to maintain access to existing businesses and residences and avoid traffic delays through heavily travelled tourist areas. Permits and studies required for the project included LUP-SWPPP, Caltrans Encroachment Permit, CEQA-NOE, preparation and approval of City of Monterey encroachment permit, environmental checklist, geotechnical investigations, and archaeological investigations. RJA has provided construction support, archaeological monitoring services, construction survey staking, and as-built surveys during the construction process.



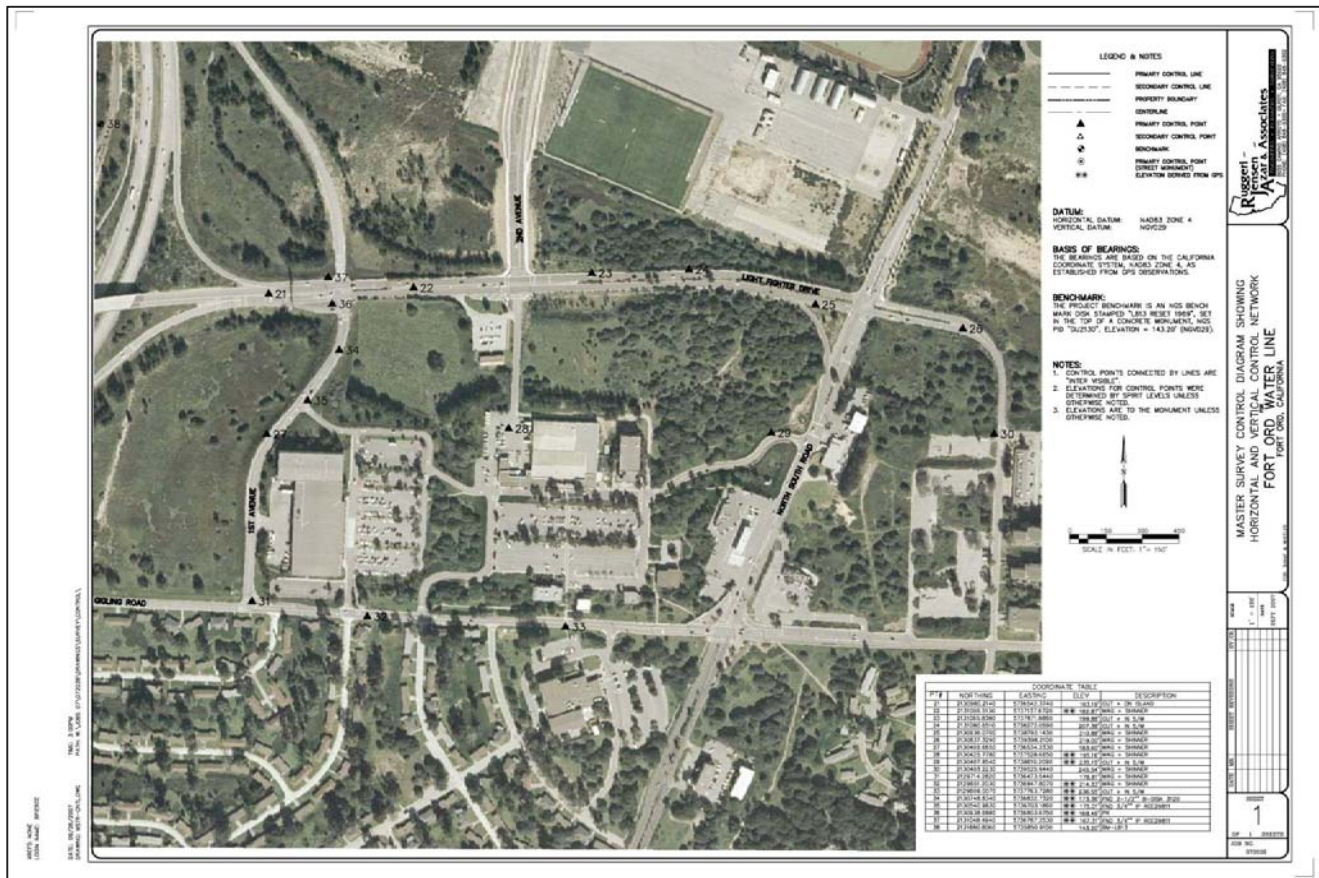
REPRESENTATIVE PROJECTS

Project: Marina Coast Water District Pipeline Project

Location: Monterey County, California

Contact: Marina Coast Water District

Description: RJA established project control and coordinated aerial planimetric mapping for the design of approximately 5,000 linear feet of water main extensions. RJA field crews tied in existing surface utility structures and right-of-way monumentation to identify potential crossing conflicts prior to construction. Drawings were provided with rim and invert elevations of existing sewer and storm drain structures, right-of-way lines based upon county records and onsite benchmark references for construction.



ATTACHMENT A – KEY PERSONNEL RESUMES



PLS, ARMINTA JENSEN, P.E., LEED® AP BD+C
PRINCIPAL-IN-CHARGE

EDUCATION:
B.S.C.E., 1984
Walla Walla College,
WA

REGISTRATION:
CA, RCE 42321
PLS 9311

ACCREDITATION:
LEED® AP BD+C

Ms. Jensen serves as the Principal-in-Charge of RJA’s South Region. She has over 40 years of experience in all aspects of project design and development, plan preparation, specifications, and cost preparation. She has specialized expertise in the design of roadways, utilities, and master planning of public facilities, reclamation facilities, water distribution systems, and storm collection and detention facilities.

RELEVANT EXPERIENCE:

Santa Teresa South Main Extensions – North & South, Gilroy, California. Principal-in-Charge responsible for oversight of the design and construction staking for plan preparation to install approximately 14,000-linear feet of 24-inch thrust restrained water main along an existing arterial street. Portions of the water main paralleled existing PG&E and joint trench facilities. These improvements were required as part of the City’s master plan to complete the water system network for the Northern portion of the City of Gilroy.

Camino Aguajito/ Water Main Project, California American Water Company, Monterey, California. Principal-in-Charge responsible for design oversight for approximately 1.1 miles of 30-inch diameter water transmission main to provide vital upgrade to the water system serving the City of Monterey. Project challenges included locating the new main within congested utility corridors, through a Caltrans bridge, and under a Caltrans overpass. Detailed traffic control plans were required to maintain access to existing businesses and residences and avoid traffic delays through heavily travelled tourist areas. Project design is complete, and the pipeline is constructed.

Zone 2 Water Distribution and Storage Facilities, Eagle Ridge, Gilroy, California. Principal-in-Charge responsible for oversight of the design and construction staking for a combination of water distribution main and three (3) 700,000-gallon storage tanks at Eagle Ridge in Gilroy. Surveys included topographic surveys, surveys to establish horizontal and vertical control and rights-of way, and locations of utility structures. Supplemental survey was especially important due to the steep terrain and the City’s desire to preserve as many of the existing oak trees and natural features as possible.

City of Hollister Northwest Water Main Extension, Hollister, California. Principal-in-Charge of this municipal project to design and obtain entitlements to permit a water main extension required by a settlement agreement. The design includes 3,150 feet of 8-inch water line extending from the terminus of the City’s existing water system, with a bore and jack operation to cross SR 156. Several alignments were evaluated to minimize cost. The RJA team

ATTACHMENT A – KEY PERSONNEL RESUMES



PLS,ARMINTA JENSEN, P.E., LEED® AP BD+C PRINCIPAL-IN-CHARGE

assembled the right-of-way information for preparation of easement documents and performed detailed supplemental design surveys, coordinating with PG&E and the telecommunications company for potholing of existing electrical, gas and fiber optics lines. The project is currently at the bidding stage.

Trunk Sewer Main Replacement, City of Milpitas, California. Project Manager responsible for the design, construction coordination and construction survey for a 66-inch lined sanitary sewer trunk main. The existing 42-inch trunk main crossed the existing main in three locations, and service could not be interrupted. Ms. Jensen devised a method to temporarily utilize a new, unused storm drain pipe and pump the sanitary sewer flow to the downstream sewer main while the crossings were made. Sewer service was not interrupted and the main was installed on schedule.

Water Transmission Main Extension, Milpitas, California. Principal-in-Charge responsible for preliminary engineering design, final design, construction drawings and specifications, cost estimate and construction for a 14-inch thrust restrained waterline extension through railroad property in the City of Milpitas. Facility included an LPG gas driven fire pump.

Loreto/Velarde Water Transmission Main Relocation and Sewer Main Rehabilitation, City of Mountain View, California. Project Manager responsible for the preliminary engineering study comparing the advantages of limitations of various trench less technologies to determine the most appropriate method of rehabilitating or replacing the sewer main. She was also responsible for project design, contract documents and construction support devices. The project involved extensive neighborhood and utility coordination, since all utilities including PG&E were located in the rear yards. Final design utilized some replacement and some trenchless technology for rehabilitation of the sanitary sewer mains.

Integrated Coastal Distribution System Project, Watsonville, California. Principal-in-Charge responsible for oversight of the construction staking of approximately 2-miles of new water distribution main in existing streets. RJA was responsible for field office set-up, as well as coordination with design engineer. Staking set-up included detailed use of the pipe manufacturer's drawings for the layout of the project water main.

Water Transmission Main Extension, McCarthy Business Park, Gilroy, California. Principal-in-Charge responsible for preliminary engineering design, final design, construction drawings and specifications, cost estimate and construction support for a 16-inch thrust restrained waterline extension into a new business park in the City of Gilroy.

ROSS DOYLE
PLANNING PROJECT MANAGER



EDUCATION:

B.S., 1993, City and Regional Planning, California Polytechnic State University, San Luis Obispo, California

Mr. Doyle manages projects through the feasibility and entitlement phases. He has served multiple clients and successfully processed projects in many jurisdictions, including Gilroy, Morgan Hill, Hollister, and San Benito County, CA. His expertise in urban design, impact assessment, and policy planning compliments a skillset that includes permit processing and design. Ross has worked as a planner and designer in both public and private sectors.

RELEVANT EXPERIENCE:

Fairview Corners/Gavilan College, Hollister, San Benito County, California. Project Manager for this 60-acre 189-dwelling unit single-family master planned community Dividend Homes project involving the Fairview Corners Specific Plan and coordination with Gavilan College. RJA provided engineering, surveying and urban planning services to assist the client and Gavilan College during the specific plan, preliminary design, entitlement, and environmental review stages of the project development. Services included boundary and topographic surveys, preliminary backbone infrastructure design, grading analysis and design, off-site infrastructure design, infrastructure cost studies, open space amenities design, and coordination of common infrastructure improvements and cost for Fairview Corners and Gavilan College.

Gilroy South Neighborhood District, Gilroy, California. Project Manager for this 190-acre 600- to 700-dwelling unit master-planned community CalAtlantic/TriPointe Homes project involving preliminary engineering surveying and urban planning services to assist the client and Gavilan College during the ongoing Gilroy 2040 General Plan Update. Services included project opportunities and constraints analysis, due diligence assistance, feasibility studies, and analyzing student and teacher housing opportunities with Gavilan College.

Roberts Ranch, Hollister, San Benito County, California. Co-project Manager for this KB Home project involving preparation and processing of construction documents for this 55-acre 227-dwelling unit single-family master planned community. Services also include coordinating common infrastructure improvement and phasing with the adjacent Fairview Corners and Gavilan College projects.

Las Animas – Wren Avenue, Gilroy, California. Assisted in providing surveying, planning, and engineering services for this 72-unit residential subdivision. Services performed by Mr. Doyle included Client assistance coordinating with the City, preparation of a Vesting Tentative Map, Planned Unit Development, and Architecture & Site Review package, Client assistance in community meetings/public hearings, and providing exhibits & graphics.

Las Animas Elementary School, Gilroy, California. Assisted in the design and processing for this new public elementary school in Gilroy, CA. RJA's specific tasks included providing: aerial and

ROSS DOYLE
PLANNING PROJECT MANAGER



supplemental topographic surveys, boundary and right-of-way mapping, plat and legal descriptions for acquisition of right-of-way, construction drawings and specifications, processing, construction support, construction staking, and project closeout. The project required extensive coordination with the City of Gilroy and Gilroy Unified School District to address issues related to Safe Routes to School and other access-related issues. Las Animas Elementary School is now complete and in session.

Ascencion Solorsano Middle School, Gilroy, California. Assisted in the design and processing for this new public middle school in Gilroy, CA. RJA's services included providing topographic surveys; preparing improvement plans for streets, utilities, and grading; and construction staking of the improvements. Design features included the incorporation of an existing 52" diameter oak tree into the streetscape and placing fill to raise the site out of the flood plain. The school is completed and successfully serving the community.

Morgan Station, Morgan Hill, California. Planning Project Manager for this project, which was revised to accommodate South County Housing's affordable housing business plan while complying with the City's Measure P criterion. RJA developed a workable site plan and an award-winning Measure P application for this sixteen-unit infill project. The site offered many development constraints including an adjacent active rail corridor, mature heritage oak trees, shallow utilities in the frontage streets, and sensitive grading conforms along the project edges. The resulting land plan included single-family detached and single-family attached dwellings with an active open space area that also served as a detention basin. RJA prepared the project entitlements, including a General Plan Amendment, an amended Tentative Map, and a Zone Change. RJA also completed the project's improvement plans and final map. The project has been constructed.

Terra Serena, Milpitas, California. Project Planner for this 40-acre high-density transit-oriented development consisting of 165 single-family home detached lots, twenty-two (22) multi-family attached condominium lots (203 units), three (3) podium condominium lots (315 units), public park parcels, public street parcels, and off-site streets and parks. This unique development project between the City of Milpitas, County of Santa Clara and KB Home required extensive coordination efforts with numerous agencies, including Santa Clara Valley Water District, and the City and County of San Francisco. The project included the use of Redevelopment funds for a portion of the public infrastructure.

LUIS SANTIAGO-SOTELO, P.E., QSD
ENGINEERING PROJECT MANAGER



EDUCATION:
B.S.C.E., 2003
San Jose State University
San Jose, California

REGISTRATION:
CA RCE No. 79665
QSD No. 24282

Mr. Santiago-Sotelo is a Project Manager with 21-years of progressive experience in general civil engineering design for both public works and private development projects. He is experienced in the design of streets, grading, water, wastewater, storm drain, detention and water quality infrastructure and erosion and sedimentation control plans. Prior to joining RJA, Mr. Santiago-Sotelo worked as an intern for the City of Campbell Land Development Section, under Harold Housley and Lynn Penoyer.

RELEVANT EXPERIENCE:

Sewer Trunk Main Upgrade, Milpitas, CA. Project Manager for this project in which RJA is responsible for oversight of the topographic survey, civil design and the preparation of the PS&E for the upgrading of the major sanitary sewer trunk main in the City of Milpitas. The main upgrade is a portion of the City of Milpitas Sewer Master Plan project. The new main replaced approximately 1,200 linear feet of existing sewer main located in South Main Street. Extensive potholing and field surveys were conducted to located all existing utilities and appurtenances.

Glen Loma Ranch Backbone Infrastructure Design, Gilroy, California. Senior engineer for the design and plan preparation of the “backbone” infrastructure to serve this 392-acre mixed use community - including two (2) schools, a fire station, single-family and multi-family homes, senior oriented living and mixed use commercial. Mr. Santiago-Sotelo was an integral part of the team responsible for the planning and engineering of domestic water distribution, recycled water distribution, sanitary sewer, storm drainage collection, pretreatment and detention. The project includes extensive sensitive open space, public trails, two (2) public parks and multiple roundabouts.

Homestead Road Safety Improvements, Los Altos, California. Engineer responsible for design of trail and street improvements required for new trail within the City of Los Altos. The City of Los Altos identified the need for safety improvements along Homestead Road from Stevens Creek Bridge to Foothill Expressway. The improvements include a new Class I Trail along the length of the project with a new traffic signal and crosswalks to connect the trail to an existing commercial development. Project design included compliance with ADA requirements for pedestrian safety.

Lower Silver Creek, San Jose, California. Engineer for a large creek restoration project in San Jose, CA. Mr. Santiago assisted in the design and plan preparation of access ramps and storm drain outfalls into Lower Silver Creek and the preparing of construction documents for Reaches 4, 5 & 6A of Lower Silver Creek between I-680 and Lake Cunningham.

ATTACHMENT A – KEY PERSONNEL RESUMES

BRYAN PIERCE, PLS
SENIOR SURVEYOR



REGISTRATION:
CA LSIT No. 7310
CA PLS No. 8859

EDUCATION:
Survey Engineering,
New Mexico State
University College of
Engineering, 2001

Mr. Pierce has been performing surveying work for over 28 years. His experience includes field and office work including boundary surveys, right-of-way surveys, topographic surveys, construction staking, ALTA surveys, preparation of Final Maps, Parcel Maps, Condominium Plans, Plats and Legal Descriptions, Least Squares Adjustments of Traverse, Levels, and GPS data, management and development of control networks, preparation of information for field crews, reduction of topographic surveys, and associated drafting.

RELEVANT EXPERIENCE:

Camino Aguajito/ Water Main Project, California American Water Company, Monterey, California. Project Licensed Land Surveyor responsible for land surveys related to the design of approximately 1.1 miles of 30-inch diameter water transmission main to provide vital upgrade to the water system serving the City of Monterey. Project challenges included locating the new main within congested utility corridors, through a Caltrans bridge, and under a Caltrans overpass. Detailed traffic control plans were required to maintain access to existing businesses and residences and avoid traffic delays through heavily travelled tourist areas. Project is constructed.

City of Hollister Northwest Water Main Extension, Hollister, California. Project Licensed Land Surveyor responsible for land surveys related to a water main extension required by a settlement agreement. The design includes 3,150 feet of 8-inch water line extending from the terminus of the City's existing water system, with a bore and jack operation to cross SR 156. Several alignments were evaluated to minimize cost. Mr. Pierce led the design survey work, including compiling the right-of-way information for preparation of easement documents, performing detailed supplemental design surveys, and coordinating with PG&E and the telecommunications company for potholing of existing electrical, gas and fiber optics lines. Project is constructed.

Lower Silver Creek, San Jose, California. Project Land Surveyor responsible for topographic and boundary surveys to support RJA's design and preparation of construction documents for Reaches 4, 5 & 6A of Lower Silver Creek between I-680 and Lake Cunningham. Mr. Pierce worked with the field survey crew and the project manager to assure appropriate information was obtained in the field and processed in the office. Project is constructed.

Water Transmission Main Extension, McCarthy Business Park, Gilroy, California. Project Land Surveyor responsible for topographic and boundary surveys to support RJA's design and preparation of construction drawings and specifications, cost estimate and construction support for a 16-inch thrust restrained waterline extension into a new business park in the City of Gilroy.

ATTACHMENT A – KEY PERSONNEL RESUMES

JEFFREY VEST. L.S.I.T.
FIELD SURVEY SUPERVISOR



REGISTRATION:
CA LSIT No. 4909

Mr. Vest has been performing field surveying work in California for more than 35-years. His experience includes field and office work on a broad range of surveys, including boundary, topographic, right-of-way, cadastral, ALTA survey, monitoring, landfills, and property surveys; land subdivisions; computer applications; and preparation of base maps for building projects. He has also provided surveying/mapping and construction staking for major site development projects, including, buildings, warehouses, grading, drainage, water and sewer systems, roadways, parking, retaining walls, landscaping, and utilities.

RELEVANT EXPERIENCE:

Santa Teresa North and South Water Main Extension, Gilroy, California. Field Survey Supervisor for plan preparation to install approximately 14,000-linear feet of 24-inch thrust restrained water main along an existing arterial street. Portions of the water main paralleled existing PG&E and joint trench facilities. These improvements were required as part of the City's master plan to complete the water system network for the Northern and Southwestern portion of the City of Gilroy.

Water Transmission Main Extension, McCarthy Business Park, Gilroy, California. Field Survey Supervisor for preliminary engineering design, final design, construction drawings and specifications, cost estimate and construction support for a 16-inch thrust restrained waterline extension into a new business park in the City of Gilroy.

Recycled Water Tank at Eagle Ridge, Gilroy, California. Field Survey Supervisor for the ongoing reclaimed water tank. Mr. Vest was responsible for field office set-up, as well as coordination with engineer and contractor to provide construction staking.

City of Hollister Northwest Water Main Extension, Hollister, California. Field Survey Supervisor is responsible for managing the union survey crews to obtain field measurements necessary for right-of-way mapping and topographic survey for a 3,150-feet of water line extension from the City's main water main, crossing Highway 156 and extending their service area for domestic use.

Zone 2 Water Distribution and Storage Facilities, Eagle Ridge, Gilroy, California. Field Survey Supervisor responsible for survey and staking for a combination of water distribution main and three (3) 700,000 gallon storage tanks at Eagle Ridge in Gilroy. Surveys included topographic surveys, surveys to establish horizontal and vertical control and rights-of way, and locations of utility structures. Supplemental survey was especially important due to the steep terrain and the City's desire to preserve as many of the existing oak trees and natural features as possible.

JEFFREY VEST. L.S.I.T.
FIELD SURVEY SUPERVISOR



Santa Ana Creek Drainage Outfall, Hollister, California. Field Survey Supervisor responsible for the establishing field survey controls, providing construction staking and as-constructed measurements for a new storm drain and outfall. Mr. Vest was responsible for field office preparation and coordination between the design engineer, the contractor and the City of Hollister.

Westside Boulevard Improvements, Hollister, California. Field Survey Supervisor responsible for right-of-way and topographic survey for the design of improvements and construction survey staking for four (4) portions of a residential collector street, Westside Boulevard, in Hollister. The project encompassed construction of approximately 2,600-linear feet of street section to accommodate lanes in the future. The design work included roadway widening, bike and pedestrian accommodations, grading, curbs and gutters, sidewalks, and drainage structures. Survey work included topographic and supplemental survey, base mapping, property/right-of-way determination and documents to support right-of-way acquisition and construction survey staking.

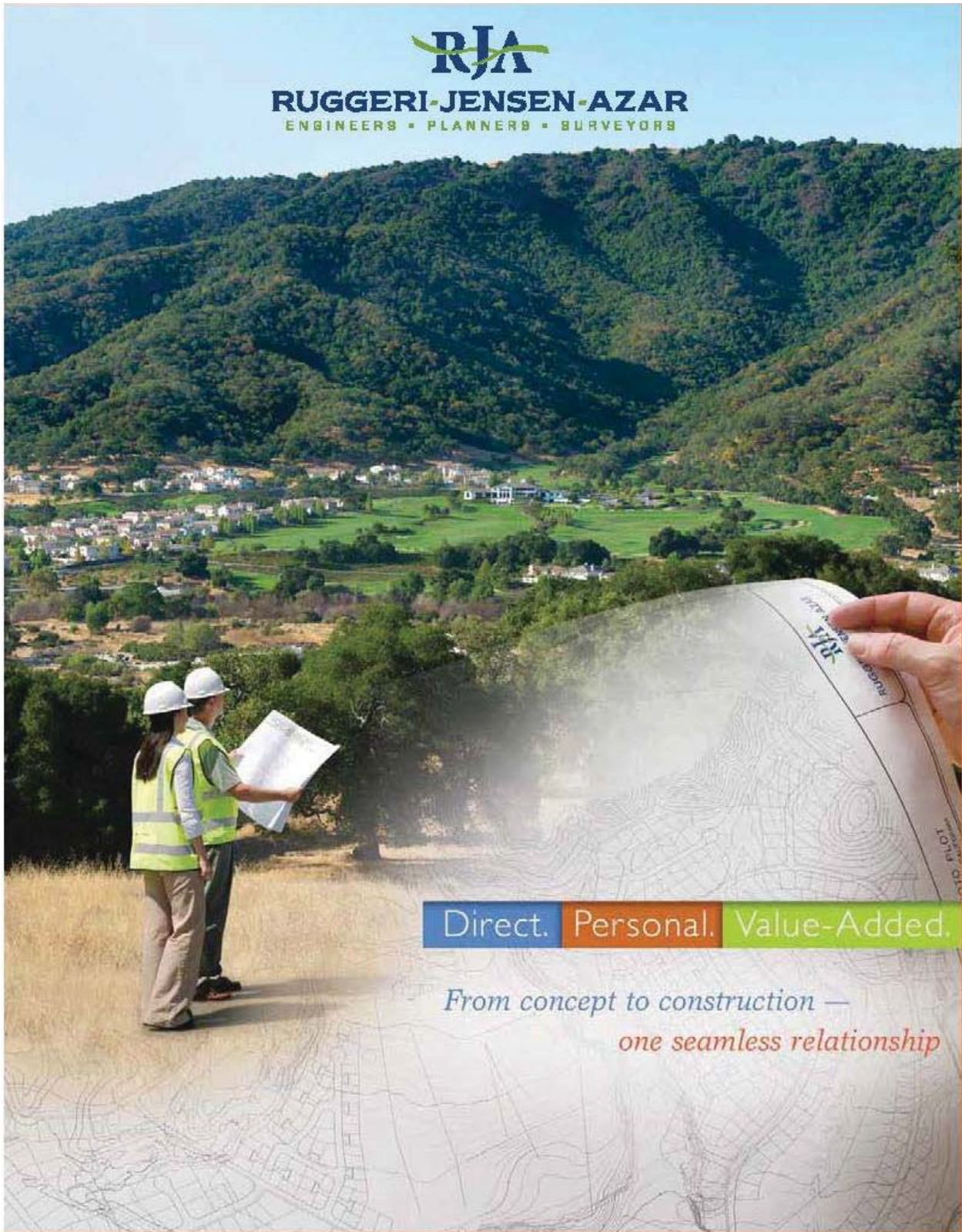
Marina Coast Water District Pipeline, Monterey, California. Field Survey Supervisor responsible for preparation of an aerial planimetric surveying services to map existing utilities in 2nd Avenue extension, including 1st Street alignment, and Main Gate Shopping Center, including 300-feet to the east. The mapping shows existing visible utility structures at a scale of 1"=20', without contours. The existing surface utility structures not visible from the aerial mapping were also shown.

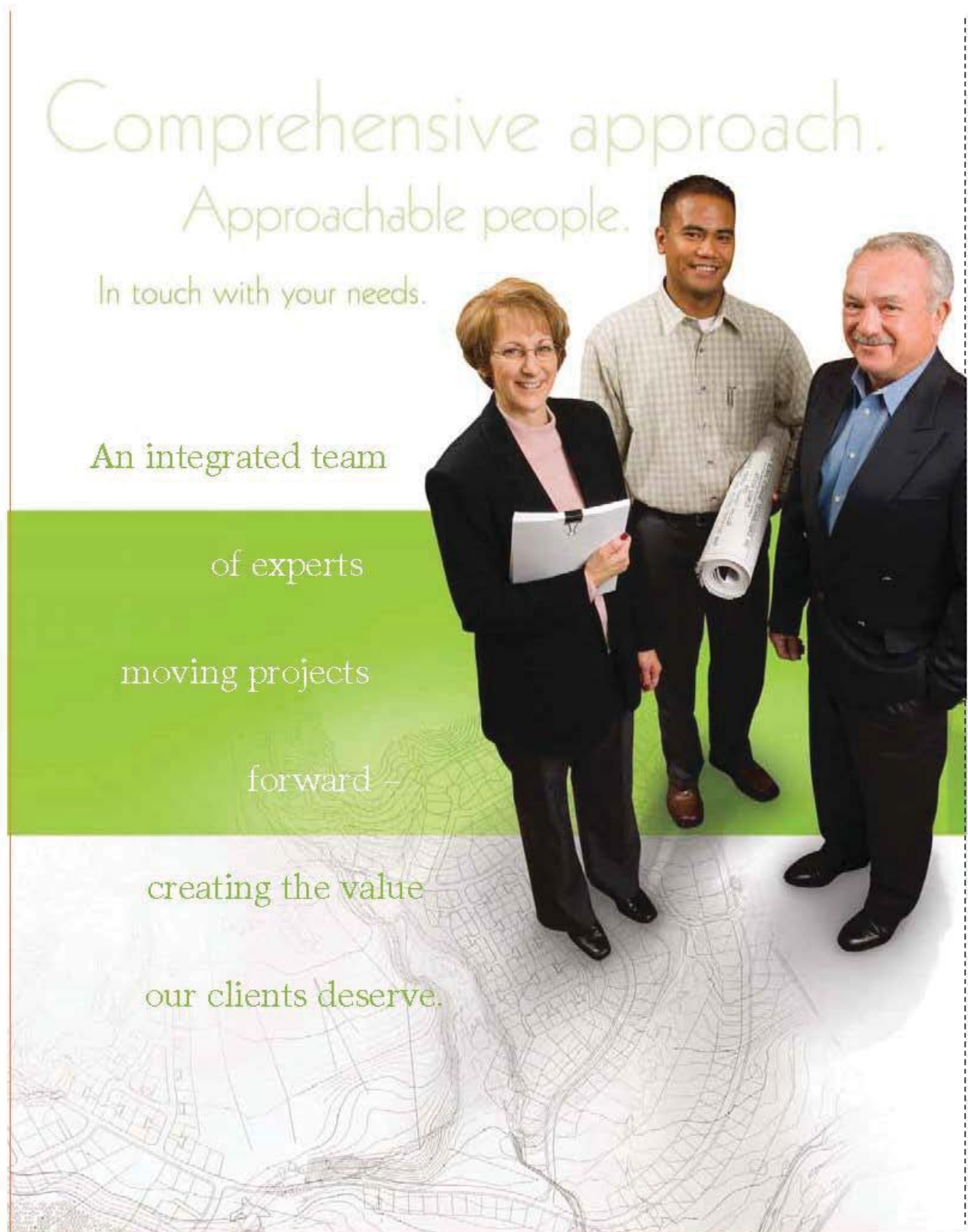
Marina Waterline Survey at Fort Ord, Marina Coast Water District. Field Survey Supervisor of this municipal project to perform design survey, prepare construction documents and provide construction support for this public water main extension required by a settlement agreement. Mr. Vest oversaw the field survey crews.

Integrated Coastal Distribution System Project, Watsonville, California. Field Survey Supervisor for the installation of approximately 2-miles of new water distribution main in existing streets. Mr. Vest was responsible for field office set-up, as well as coordination with design engineer. Staking set-up included detailed use of the pipe manufacturer's drawings for the layout of the project water main.

Integrated Coastal Distribution System Project, Watsonville, California. Field Survey Supervisor responsible for the construction staking of approximately 2-miles of new water distribution main in existing streets. Challenges include survey directly per pipe manufacturer's layout drawings.

ATTACHMENT B – RJA BROCHURE EXCERPTS





From concept to construction – one seamless relationship

*RJA engineering, planning and surveying professionals
 A comprehensive team directly focused on your goal*

GILROY	PLEASANTON	ROCKLIN
8055 Camino Arroyo	4690 Chabot Drive, Suite 200	2541 Warren Drive, Suite 100
Gilroy, CA 95020	Pleasanton, CA 94588	Rocklin, CA 95677
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RJA
RUGGERI-JENSEN-AZAR
 ENGINEERS • PLANNERS • SURVEYORS

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LAND PLANNING / PROCESSING

LAND PLANNING SERVICES:

- Opportunities & Constraints Identification
- Constraints Mapping
- Record Drawing and GIS Research
- Site Selection Assistance
- Feasibility Studies
- Site Programming Development
- Site Yield Studies
- Conceptual Site Planning Studies
- Master Plan Community Design
- Specific Plan Design and Preparation
- Facility Planning Assistance

ENTITLEMENT & PROCESSING:

- Annexation, SOI & USA Adjustment Requests
- LAFCO processing assistance
- General Plan Amendment Document Preparation
- Zoning Change Documents Preparation
- Planned Unit Development Processing
- Tentative and Vesting Tentative Map Preparation & Processing
- City/County Process Assistance
- Support for CEQA Documentation
- Environmental Processing Assistance
- Digital Graphics, Color Illustrations
- 3D Computer Animations and View Studies
- Meeting Graphics
- Meeting Facilitation & Community Involvement
- Public Hearing Presentations





SURVEYING / ENGINEERING

SURVEYING SERVICES:

- GPS & Conventional Survey Methods
- Topographic Surveys
- Coordination of Aerial Mapping
- Boundary Surveys
- Boundary Mapping
- Right-of-Way Mapping
- Final Maps
- Parcel Maps
- Record of Surveys
- Lot Line Adjustments/Lot Mergers
- ALTA Surveys
- Legal Descriptions & Plats
- Condominium Plans
- Construction Staking
- As-Built Utility Surveying
- Agriculture

ENGINEERING SERVICES:

- Infrastructure Planning and Preliminary Design
- Grading & Drainage Studies and Plans
- Erosion Control/SWPPP
- Improvement Plans & Specifications
- Routing Studies and Street Design
- Utility Master Planning
- Wastewater Collection Systems
- Pump Station Design
- Water Distribution Systems and Storage
- Recycled/Reclaimed Water Distribution Systems
- Hydrology/Hydraulic Studies & Design
- Storm Drainage Collection/Detention/Retention Systems
- BMP Design and Practices
- Low Impact Development Design for Storm Water
- Coordination with Caltrans & Other Agencies





SURVEYING & MAPPING

Reliable surveys are the foundation of successful projects

RJA offers the full complement of surveying, mapping and construction staking services required for your project.

RJA'S SERVICES:

- Boundaries
- Parcel Maps
- Final Maps
- Lot Line Adjustments
- Record of Survey
- Aerial Photo Control
- Plats & Legal Descriptions
- A.L.T.A. Surveys
- As-Built Surveys
- Topographic Surveys
- Location Surveys
- Subdivision Computations
- Construction Staking
- Highway, Utility and other Route Surveys

THE RJA ADVANTAGE

RJA's professionals achieve the modern-day challenge of harnessing technology while adhering to established survey principles.

Our surveyors study your plans and absorb the essence of the design. Our crews are trained and equipped to think in the field. We handle jobsite questions and meet your needs in real-time.

Our team is efficient, professional, thorough and concerned about your success.



SURVEYING & MAPPING

TIME-TESTED SURVEY PRINCIPLES & ADVANCED TECHNOLOGY – UNITED WITH INTELLIGENT SERVICE

RJA's surveying and mapping professionals appreciate the stages of design and match their level of detail with your project needs. Approaching the surveying needs for each design stage, with intelligence, controls your costs and puts the final product in your hands quickly.

Equipped with both powerful technology and the knowledge of sound survey practices, our field personnel meet all your project needs in "real time." Changes in offsets or other contractor needs are taken in stride by our Party Chiefs, whose expertise and technology are quickly employed to keep your job moving.



RJA's construction staking services encompass survey control, construction layout, slope staking, work-in-progress monitoring, and as-built surveys for projects such as:

- Mass grading & earthwork
- Road, street, & parking lot construction
- Wet and dry utility lines
- Curbs, gutters & sidewalks
- Bridges & culverts
- Piers & column lines
- Settlement monitoring
- Anchor bolt & steel construction
- Solid waste facility measurements

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 directly focused on your goal.*



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PUBLIC INFRASTRUCTURE

Support systems for infill, new land & reconstruction

RJA's breadth of public infrastructure experience encompasses infrastructure analysis, design, permit processing and construction support.

RJA'S SERVICES:

- Roadway and Highway Design
- Routing Studies
- Intersection Design
- Pedestrian/Bike Paths
- Erosion Control/SWPPP
- Recycled/Reclaimed Water Distribution
- Utility Master Planning
- Sanitary Sewer Collection Systems
- Sanitary Sewer Pump Stations
- Water Supply Distribution
- Storm Drainage Design
- Storm Detention/Retention/BMP

THE RJA ADVANTAGE

RJA brings seasoned, knowledgeable professionals to your team. We complement our vast design abilities with:

- Facilitation and negotiations skills
- Superb communication skills
- Creativity founded on solid engineering practices
- Budget awareness
- Disaster assistance & recovery
- Value engineering





PUBLIC INFRASTRUCTURE

YOU CAN CONFIDENTLY RELY ON THE RJA TEAM FOR YOUR INFRASTRUCTURE NEEDS

A myriad of underground and surface systems support our daily lives. RJA believes the public should take these systems in stride, with complete confidence in their safety and integrity. Our clients can expect economical solutions, constructible plans and clear specifications – on time and within budget.

We are specialists in all terrain situations. Designing large-scale infrastructure systems for level terrain is a challenge we are well equipped to meet. RJA also brings expertise in the special issues associated with designing for sloped and contoured lands.

RJA's breadth of infrastructure experience allows us to anticipate and resolve issues during the design process. Look to RJA for constructability analysis, budget assistance, project coordination and administration, construction documents, construction administration and construction support.



From concept to construction – one seamless relationship

*A comprehensive team
directly focused on your goal.*



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SUNNYSLOPE COUNTY WATER DISTRICT AND RUGGERI-JENSEN-AZAR AGREEMENT FOR PROFESSIONAL SERVICES

This is a professional services agreement between Sunnyslope County Water District, hereinafter called “District,” and Ruggeri-Jensen-Azar., hereinafter called “Consultant.”

The parties agree as follows:

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

(a) The work is generally described as follows:

TASK 1 – COORDINATION AND COMMUNICATION

- a. Coordinate with the District to verify the approach to the project and facilitate alignment and approval.
- b. Coordinate with Wallace Group engineers to provide a seamless transition regarding elevation between Segment B and other segments designed by Wallace Group.
- c. Participate in bi-weekly virtual meetings to coordinate with the District and Wallace Group engineers to provide updates, to reach an agreement on the design, so that all parties are aligned and any potential issues are addressed promptly.
- d. Coordinate with the Fairview Corners Phase 2 developer to provide that cohesive design between water line and subdivision.
- e. Coordination with the San Benito Water District for crossing their pipe on the eastern side of the project.

TASK 2 – ENGINEERING

- a. Design approximately 2,940 ft of the Irrigation water main from the terminus of the irrigation water main east of the Gavilan College entrance in Cielo Vista Drive at the northern end of Gavilan College’s property to Harbern Way on the eastern side of Fairview Corner’s property.
- b. Exercise the Standard of Care to comply with all relevant San Benito County and Sunnyslope County Water District codes, standards, and regulations to guarantee safety and functionality.
- c. Prepare a Plat and Legal Description for a water line easement over Fairview Corners Phase 2.

TASK 3 – DELIVERABLE AND SCHEDULE

- a. Develop comprehensive plans sheets including:
 - i. Cover Sheet

- ii. Atlas Sheet with boundary of disturbed area for environmental fencing
 - iii. Grading Plan with cross-sections of the disturbed area when cut/fill sections needed. Include any soil borrow pits or disposal areas if the cut and fill is unbalanced or impractical to construct with.
 - iv. Plan & Profile sheets of the pipeline segments
 - v. Erosion Control Plan
 - vi. Any special detail sections specific to this pipe run (there probably won't be any). General details and specifications will be in the Wallace Group plans.
- b. Provide a detailed milestone and deliverable schedule, so that the critical deadline for the **final 100% approval (bid-ready) design submission is met by May 31, 2025**. Milestones should include:
- i. 60% Design Plans
 - ii. 90% Design Plans
 - iii. 100% Bid-Ready Plans

TASK 4 – CONSULTANT RESPONSIBILITIES

- a. Provide a detailed list of team roles and members, so that all necessary areas of skill and experience are covered for the successful completion of the project.
- b. Provide a comprehensive Engineer's Estimate (Opinion of Probably Construction Cost) with itemized quantities (e.g. __ LF 12" 900 Pipe, __ CY cut, __ CY fill, __ valves, etc.)
- c. Answer questions during construction and provide clarification to assist in resolving any issues that arise during the construction phase.

Assumptions:

- Specifications will be included as notes in the improvement plans
- Structural design, if required, will be performed by others.
- Design of water segment is limited to horizontal/vertical layout. Hydraulic calculations to be performed by others.
- Street geometry shown in the approved Fairview Corners Tentative Map will serve as the base for design.

2. TERM OF AGREEMENT. The term of this Agreement shall begin upon execution hereof by Consultant and District and shall end upon the final acceptance and approval of the full written report by the District, unless earlier terminated as hereafter provided.

3. PAYMENTS TO CONSULTANT; MAXIMUM LIABILITY. Subject to the limitations set forth herein, District shall pay to Consultant the amounts provided in **Exhibit B**. The maximum amount payable to Consultant under this contract is \$120,000.

4. MONTHLY INVOICES BY CONSULTANT PAYMENT.

(a) Consultant shall submit to District an invoice, in a format approved by District, setting forth the amounts claimed by Consultant, together with an itemized basis for such amounts, and

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

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

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

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

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

(a) To the maximum extent permitted under CA civil code 2782.8, as respects all acts or omissions which do not arise directly out of the performance of professional services, including but not limited to those acts or omissions normally covered by general and automobile liability insurance. Consultant shall indemnify, defend, and hold harmless the District, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable and actually incurred attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Consultant's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the District. "Consultant's performance" includes Consultant's action or inaction and the action or inaction of Consultant's officers, employees, agents and subcontractors. Consultant shall not be required to indemnify or hold harmless District, its partners, directors, officers, employees, servants, as set forth in this agreement to the extent that the damages, losses, claims, demands, liabilities, judgements, actions, costs or expenses were caused or arising out of the sole negligent or wrongful acts, errors or omissions, or breach of contract of the District, its partners, directors, officers, employees, servants, representatives, and agents.

(b) Architects, Engineers Per Civil Code 2782.8. Consultant shall indemnify, defend and hold harmless, the District, its officers, officials, employees, and volunteers from any and all

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

5. INSURANCE.

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

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

1. **Commercial General Liability (CGL)** - Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in aggregate or the full per occurrence limits of the policies available, whichever is greater for. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability** - (If necessary) Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto) or if Consultant has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance** - as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Waiver of Subrogation:** The insurer(s) named above agree to waive all rights of subrogation against the District, its directors, officers, employees, and authorized volunteers for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.
4. **Professional Liability** - (also known as Errors & Omission) Insurance appropriate to the Consultant profession, with limits no less than \$1,000,000 per claim, and \$2,000,000 policy aggregate.

If Claims Made Policies:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

3. If coverage is canceled or non-renewed, and not **replaced with another claims-made policy form with a Retroactive Date** prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of contract work.

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

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

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

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

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

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

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

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

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

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

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

9. TERMINATION. Either party may terminate this Agreement by giving written notice of termination to the other party at least fourteen (14) days prior to the effective date of termination, which date shall be specified in any such notice. In the event of such termination, the amount payable hereunder shall be reduced in proportion to the services provided prior to the effective date of termination. District may terminate this Agreement at any time for good cause effective immediately upon written notice to Consultant. "Good cause" includes, without limitation, the failure of Consultant to perform the required services at the time and in the manner provided herein. If District deems that a termination for "Good Cause" is probable, District will notify Consultant in writing stating the causes for the probable termination for "Good Cause" and District will give Consultant a reasonable opportunity to correct such failure of performance. If District terminates this Agreement for good cause, District may be relieved of the payment of any consideration to Consultant until District completes the work, and District may proceed with the work in any manner which it deems proper. Consultant will be liable for the payment of any amount by which such expense or other damages may exceed the unpaid balance of the Contract Price for services as performed by others for the same scope

of work as was described in the Scope of Services provided by Consultant. Notwithstanding the above wording, nothing contained in this Article 9 is intended to expand upon the damages that would be owed by Consultant as determined by a court of law. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

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

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

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

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

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

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

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

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

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

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

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

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

22. TIME IS OF CARDINAL IMPORTANCE. The parties mutually acknowledge and agree that time is of cardinal importance with respect to every provision hereof in which time is an element. No extension of time for performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act, nor shall any such extension create a precedent

for any further or future extension. Notwithstanding the above, Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner necessary to meet the project schedule, if any; failure of performance by the District or the District's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In the case of any such delay in the services to be provided for the project, each party hereby agrees to provide notice to the other party so that such delays can be addressed.

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

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

To District:

Sunnyslope County Water District
3570 Airline Hwy
Hollister CA 95023
Telephone: (831) 637-4670
Facsimile: (831) 637-1399

To Consultant:

Ruggeri-Jensen-Azar (RJA)
8055 Camino Arroyo
Gilroy, CA 95020
Telephone: (408) 848-0300
Facsimile: (408) 848-0302

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

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

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

Exhibit A – Proposal to Sunnyslope County Water District for Segment B
Consolidation Irrigation Water Main Design.
Exhibit B - Payment Provisions

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

District in the action or proceeding. Consultant will maintain certified payroll records of any work subject to prevailing wage requirements.

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

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

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

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

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

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

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

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

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

DISTRICT

Dated: _____

SUNNYSLOPE COUNTY WATER DISTRICT

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

CONSULTANT

Dated: _____

RUGGERI-JENSEN-AZAR

By _____

(PRINT NAME)
Its Authorized Agent

EXHIBIT A

Proposal to Sunnyslope County Water District for Segment B Consolidation Irrigation Water Main Design

EXHIBIT B
PAYMENT PROVISIONS

Staff Report

Agenda Item: **I-5**

DATE: February 19, 2025 (January 25, 2025 Meeting)

TO: Board of Directors

FROM: Rob Hillebrecht, Principal Engineer

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

RECOMMENDATION:

Authorize the General Manager to execute an amendment to the Contracts for Professional Services with Wallace Group for Professional Engineering Services, increasing the not to exceed amount by \$700,500.

BACKGROUND:

In April 2024, the Sunnyslope Board of Directors authorized the General Manager to enter into a Professional Services Contract with Wallace Group for the water system consolidation projects. This proposed amendment would increase the scope of this contract with two significant increases in work product from the Wallace Group.

1. Utility Potholing Services:

The original scope and pricing of that contract specifically excluded any physical potholing to locate existing buried lines. While this is a common exclusion from a design contract, the aggressive design and construction schedule due to grant funding require potholing to be expedited. Because Sunnyslope does not have an existing on-call contract for pothole services, the District would be required to bid this as a public works project, delaying the work by over a month. Wallace Group is not under the same public works requirements and can thus accelerate potholing investigation so the data can appropriately impact the design. Wallace Group estimates the cost of subcontracting and managing the potholing to be \$316,250.

2. Lessalt & Well 5 Matching Fund Projects Engineering & Design

Sunnyslope is requesting that Wallace Group assist in the engineering design of electrical, hydraulic and site improvements near Lessalt and at Well 5 which were identified as matching fund projects for the grants. Wallace Group estimates the design and engineering services cost for these projects to be \$384,171. These projects were outside the scope of the original contract but are necessary to ensure that each well can comply with the Chromium VI regulation. As such these capital projects benefit all customers and maintain Sunnyslope's water supply capacity.

All the current terms and conditions of the contract shall remain fully in effect with the only changes by the amendment and proposal being the scope and associated cost.

FISCAL IMPACT:

The fiscal impact of this contract amendment would be an increase of \$700,500 to the not to exceed amount. The estimated \$316,250 cost for potholing will be entirely reimbursed by the grant while the estimated \$384,171 cost for the design of matching fund projects will be borne by Sunnyslope through the Water Capacity Fund and identified as part of the \$4.4 Million matching fund requirement of the grant. Billing from Wallace Group for these expanded scopes will be on a Time & Materials Basis, same as the rest of the contract work.

ENVIRONMENTAL IMPACT:

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

ATTACHMENTS

1. Wallace Group Potholing Contract Amendment – To be handed out at meeting for discussion.
2. Wallace Group Proposal for Lessalt & Well 5 Improvements – To be handed out at meeting for discussion.

Staff Report

Agenda Item: I – 6

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

TO: Board of Directors

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

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

RECOMMENDATION:

Authorize the General Manager to sign purchase orders for 2 medium duty all electric Vans from Greenwood Chevrolet of Hollister, and 1 medium duty box truck with Phoenix EV for a total vehicle expenditure not to exceed \$135,000 after grants and rebates.

BACKGROUND:

In 2020 management began to diversify its fleet of service vehicles to better respond to needs and improve the overall efficiency of district activities. The district has historically used medium and heavy-duty vehicles for all tasks within the district. Recently grants and rebates with the State of California and the local Monterey Bay Air Resources District have provided incentives which will make the purchase of electric vehicles at this time cost effective.

The two vans being proposed have become available locally through Greenwood Chevrolet and have significant incentives for purchasing them at this time. They will be fitted with all of the storage cabinets and equipment that the standard district trucks hold but all equipment will be stored inside the van. The electric vehicles will have temporary charging ports at the district building until the Solar Upgrade project has been fully detailed and approved by the Board.

The district "Leak Truck" is the large box truck used by staff to deploy all equipment needed to respond to field repairs of water main leaks. This vehicle is a 2008-year diesel which no longer meets air quality standards for the Monterey Bay area. The Air Board recently informed the district that the vehicle needs to be retired. To do this Phoenix EV has proposed a perspective vehicle to replace our current box truck. With grants and incentives this vehicle is half of what it would normally cost to purchase.

This proposal matches the California procurement contract for trucks, and vans for electric vehicles.

The conversion to electric vehicles is a sound proposition if grants and discounts continue to be available. Staff is currently working on a Solar Upgrade project for the Administration Building which will install permanent charging stations for all electric vehicles.

FINANCIAL IMPACT:

The vehicle replacement reserve fund is approximately \$270,000 and has increased over the years with the anticipation of these vehicle replacements. The fiscal impact of purchasing and equipping the proposed vehicles shall not exceed \$135,000. This would be allocated from the Vehicle Replacement Fund in the Board Designated Reserves. This vehicle purchase has been anticipated as a part of the capital improvement plan and has been anticipated in unscheduled purchases. Both vehicles to be salvaged are expected to return \$16,000 to the district vehicle reserve.

Van #1	\$ 86,879
Van #2	\$ 86,879
Box Van	\$215,000
	\$388,758
<u>Improvements</u>	<u>\$ 22,000</u>
TOTAL	\$410,758
Discounts	
MBARD Grant	-\$200,000
Chevy Rebates	-\$ 51,000
State EV Rebate	-\$ 60,000
	\$99,758 + fees and taxes
Cost NTE	\$135,000

ENVIRONMENTAL IMPACT:

The new vehicles will meet or exceed all California State clean vehicle standards. The proposed action is not a project as defined by 14 California Code of Regulations 15378 (State CEQA Guidelines) and therefore CEQA is not applicable.