



**BOARD OF DIRECTORS
SAN LORENZO VALLEY WATER DISTRICT
AGENDA
February 4, 2016**

MISSION STATEMENT: Our Mission is to provide our customers and future generations with reliable, safe and high quality water at an equitable price; to create and maintain outstanding service and community relations; to manage and protect the environmental health of the aquifers and watersheds; and to ensure the fiscal vitality of the San Lorenzo Valley Water District.

Notice is hereby given that a regular meeting of the Board of Directors of the San Lorenzo Valley Water District will be held on **Thursday, February 4, 2016 at 6:00 p.m.**, at the Operations Building, 13057 Highway 9, Boulder Creek, California.

In compliance with the requirements of Title II of the American Disabilities Act of 1990, the San Lorenzo Valley Water District requests that any person in need of any type of special equipment, assistance or accommodation(s) in order to communicate at the District's Public Meeting can contact the District Secretary's Office at (831) 430-4636 a minimum of 72 hours prior to the scheduled meeting.

Agenda documents, including materials related to an item on this agenda submitted to the Board of Directors after distribution of the agenda packet, are available for public inspection and may be reviewed at the office of the District Secretary, 13060 Highway 9, Boulder Creek, CA 95006 during normal business hours. Such documents are also available on the District website at www.slvwd.com subject to staff's ability to post the documents before the meeting.

1. Convene Meeting/Roll Call

2. Additions and Deletions to Agenda:

Additions to the Agenda, if any, may only be made in accordance with California Government Code Section 54954.2 (Ralph M. Brown Act) which includes, but is not limited to, additions for which the need to take action is declared to have arisen after the agenda was posted, as determined by a two-thirds vote of the Board of Directors (or if less than two-thirds of the members are present, a unanimous vote of those members present).

3. Oral Communications:

This portion of the agenda is reserved for Oral Communications by the public for items which are on the Closed Session portion of the Agenda. Any person may address the Board of Directors at this time, on Closed Session items. Normally, presentations must not exceed three (3) minutes in length, and individuals may only speak once during Oral Communications. No actions may be taken by the Board of Directors on any Oral Communications presented; however, the Board of Directors may request that the matter be placed on a future agenda. Please state your name and town/city of residence at the beginning of your statement for the record.

4. Adjournment to Closed Session:
At any time during the regular session, the Board may adjourn to Closed Session in compliance with, and as authorized by, California Government Code Section 54956.9 and Brown Act, Government Code Section 54950. Members of the public will be given the opportunity to address any scheduled item prior to adjourning to closed session.
 - a. PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957
Title: District Manager
5. Convene to Open Session at 7:00 p.m.
6. Report of Actions Taken
7. Oral Communications:
This portion of the agenda is reserved for Oral Communications by the public for items which are not on the Agenda. Any person may address the Board of Directors at this time, on any subject that lies within the jurisdiction of the District. Normally, presentations must not exceed three (3) minutes in length, and individuals may only speak once during Oral Communications. No actions may be taken by the Board of Directors on any Oral Communications presented; however, the Board of Directors may request that the matter be placed on a future agenda. Please state your name and town/city of residence at the beginning of your statement for the record.
8. Written Communications:
 - a. LETTER FROM R. BRAY
9. Consent Agenda:
The Consent Agenda contains items which are considered to be routine in nature and will be adopted by one (1) motion without discussion. Any Board member may request that an item be withdrawn from the Consent Agenda for separate discussion.
 - a. MINUTES OF THE BOARD OF DIRECTORS MEETING FROM JANUARY 21, 2016
Consideration and possible action by the Board to approve minutes for the January 21, 2016 Board of Directors meeting.
 - b. BILL LIST FOR PERIOD ENDNG FEBRUARY 4, 2016
Consideration and possible action by the Board regarding the Bill List for the period ending February 4, 2016.
10. Unfinished Business:
Members of the public will be given the opportunity to address each scheduled item prior to Board action. The Chairperson of the Board may establish a time limit for members of the public to address the Board on agendum.
 - a. ORDINANCE 8 - RULES & REGULATIONS/POLICIES & PROCEDURES

Discussion and possible action by the Board regarding Ordinance 8 - Rules & Regulations/Policies & Procedures.

b. SANTA MARGARITA GROUNDWATER BASIN - BOUNDARY ADJUSTMENT RESOLUTION

Discussion and possible action by the Board regarding the SMGB Boundary Adjustment and Resolution.

c. 2010 URBAN WATER MANAGEMENT PLAN - ADDENDUM

Discussion and possible action by the Board regarding the UWMP Addendum.

11. New Business:

Members of the public will be given the opportunity to address each scheduled item prior to Board action. The Chairperson of the Board may establish a time limit for members of the public to address the Board on agenda.

a. PUBLIC EMPLOYEE COMPENSATION - DISTRICT MANAGER

Discussion and possible action by the Board regarding Public Employee Compensation - District Manager.

b. 2016 DISTRICT MANAGER GOALS AND OBJECTIVES

Discussion and possible action by the Board regarding the District Manager's Goals & Objectives.

c. BOARD OF DIRECTORS MEETING - ORAL COMMUNICATIONS

Discussion and possible action by the Board regarding District's Expectations during the Public Comment Period of the Board of Director's meeting.

12. District Manager Reports:

Information reports by the District Manager, Staff, Committee and Board of Directors.

a. MANAGER

(1) Department Status Reports

Receipt and consideration by the Board of Department Status Reports regarding ongoing projects and other activities.

- (i) Q & A from prior Board Meetings
- (ii) Administration/Engineering
- (iii) Environmental

b. COMMITTEE/DIRECTOR REPORTS:

(1) Future Committee Agenda Items

(2) Committee Meeting Minutes

- (i) Spec. Environmental/Engineering/Planning Committee Minutes - 1.13.16
- (ii) Budget & Finance Committee Minutes - 1.26.16

13. Informational Material: None

14. Adjournment

Certification of Posting

I hereby certify that on January 29, 2016 I posted a copy of the foregoing agenda in the outside display case at the District Office, 13060 Highway 9, Boulder Creek, California, said time being at least 72 hours in advance of the meeting of the Board of Directors of the San Lorenzo Valley Water District (Government Code Section 54954.2).

Executed at Boulder Creek, California on January 29, 2016

Holly B. Morrison, District Secretary
San Lorenzo Valley

Holly Morrison

From: roy.bray1@gmail.com
Sent: Thursday, January 14, 2016 3:56 PM
To: Board of Directors
Subject: Shut off Valve replacement/repair

Follow Up Flag: Follow up
Flag Status: Flagged

Hello Mr. Baughman;

My name is Roy Bray at 157 Willow Drive. We have met several times as I was the treasurer for Olympia Mutual Water Company (OMWC) prior to our merge with SLVWD.

Recently one of your agents (Joe, I think was his name but I didn't get a business card) knocked on my door and asked if I was currently using any water, I wasn't. He took me out to the spinning water meter and said I must have a leak. We opened the shut off valve, and it was leaking. I saw his work order labeled, "URGENT". He also told me that the policy of SLVWD was that any leaks past the meter was the homeowner's responsibility. I insisted that the shut off valve was recently installed (7 months prior) by MPE, an agent of SLVWD, and they or SLVWD should be responsible for the replacement as well as the leaked water charge. I turned off the shut off valve after "Joe" left, but that did no good as the leak was on the other side of the shut off valve. The following day SLVWD came out and repaired/replaced the broken shut off valve.

If your policy is indeed as stated, then I believe that the shut off valve should have been installed in front of the water meter as there was nothing I could do to rectify this defective valve. I think SLVWD assumed responsibility for the leak as they did indeed take responsibility of repairing/replacing the valve

Because of the facts stated, I believe my water bill should be adjusted to the same as the prior 2 months (we cut back quite a bit because we didn't need to irrigate the property). October and November bills were both \$30.64. I haven't paid the December bill as I have been home with pneumonia and just now felt well enough to write for your help.

Any help you can give to rectify this injustice would be appreciated.

Roy Bray
157 Willow Drive
Felton, CA *95018
Felton, CA 95018
A/C: 013063-000
Meter: 15469973 (3/4)

Sent from [Mail](#) for Windows 10

**SAN LORENZO VALLEY WATER DISTRICT
BOARD MEETING MINUTES**

January 21, 2016

6:00 p.m.

CONVENE MEETING/ROLL CALL:

President Brown convened the meeting at 6:00 p.m.

Roll call showed Dirs. Ratcliffe, Bruce, Baughman and Hammer were present. District Manager Lee, Director of Operations Rogers and Legal Counsel Hynes were also present.

Bruce Holloway, Boulder Creek, addressed the Board regarding the Public Employee Performance Evaluation.

ADJOURNMENT TO CLOSED SESSION:

President Brown adjourned to closed session at 6:04 p.m.

RECONVENE TO OPEN SESSION:

Pres. Brown reconvened the meeting to open session at 7:02 p.m.

Roll call showed President Brown, Dirs. Ratcliffe, Bruce, Baughman and Hammer were present. District Manager Lee, Director of Operations Rogers and Legal Counsel Hynes were also present.

REPORT ACTIONS TAKEN IN CLOSED SESSION:

President Brown announced that the Employee Performance Evaluation was moved forward to the 2.4.16 BoD. He also announced that action taken on the BoD 12.9.15 Closed Session items regarding the Liability Claims (items 3c, 3d and 3e) was by unanimous vote.

ADDITIONS AND DELETIONS TO AGENDA: None

ORAL COMMUNICATIONS:

Charlene DeBert, Boulder Creek, asked for clarification regarding the liability claims. She questioned the location for the guidelines regarding appropriate comments during Oral Communications.

Marc Hynes, District Counsel, said that discussing a settlement of an open case was inappropriate.

Bruce Holloway, Boulder Creek, weighed in on the discussion.

WRITTEN COMMUNICATION: None

CONSENT AGENDA:

Director Bruce requested that item 8a Minutes from the BoD 1.7.16 be removed from the Consent agenda.

8b. BILL LIST FOR PERIOD ENDNG JANUARY 21, 2016

8c. QUARTERLY LEAK ADJUSTMENT

Director Bruce made a motion to approve items 8b & 8c.

ROLL CALL:

Ayes: Ratcliffe, Brown, Baughman, Hammer and Bruce

Noes:

Abstain:

Absent:

Director Ratcliffe noted that there was in error in the minutes listing President "Bruce" as adjourning to Closed Session, not "Brown" in the 1.7.16 BoD Minutes.

Director Hammer made a motion to approve the revised minutes.

ROLL CALL:

Ayes: Ratcliffe, Brown, Baughman and Hammer

Noes:

Abstain: Bruce

Absent:

UNFINISHED BUSINESS:

9a ORDINANCE 8 - RULES & REGULATIONS/POLICIES & PROCEDURES

District Manager Lee said that Ordinance 8 revisions or eventual Rules and Regulations current draft has been revised since the board packet was distributed. He would like the item to be moved to the 2.4.16 Board meeting after committee discussion.

After discussion the Board agreed.

Charlene DeBert, Boulder Creek, questioned if changes to the document would be retroactive.

Dist. Mgr. Lee said that he would coordinate with Dist. Counsel Hynes and have an answer at the next Board meeting.

NEW BUSINESS:

10a FINANCIAL SUMMARY FOR PERIOD ENDING 12/31/15

District Manager Lee described the summary.

Director Bruce requested prior year information for a sense of a trend.

Director Ratcliffe would like to see the graphs labeled with either units or gallons. She also questioned "Other Systems".

Bruce Holloway, Boulder Creek, noted that the date of the summary is incorrect, it should be 11/30/15.

Mark Lee, Ben Lomond, said that he would like to see embedded formulas throughout the report. It is easily done in Excel.

President Brown agreed and would like Stephanie to convert to gallons.

10b SURPLUS PROPERTY

President Brown described the item and suggested that the Board remove the Ben Lomond Toll Road from the Surplus Property list.

Director of Operations Rogers said that he has visited every property on the list. The Zayante Watershed was already removed from the list.

The Board discussed possible sale of properties. The liability of the properties was noted. Several of the properties have been encroached on.

Dist. Mgr. Lee noted that the parcels in Felton are held as collateral by the State of California on a loan that we have with them.

President Brown made a motion to remove the Ben Lomond Toll Road from the list of Surplus Property.

ROLL CALL:

Ayes: Ratcliffe, Bruce, Baughman, Hammer and Brown

Noes:

Abstain:

Absent:

District Manager Lee suggested that we go to 10d before 10c.

10d COMMITTEE APPOINTMENTS

Dist. Mgr. Lee said that each of the committees has agreed to have a member of the public on the committees. We have received a number of applications from the public.

Two members of the applicants from the public, Lewis Farris and Bob Fultz, were present and spoke to the Board.

Director Hammer made a motion to approve Bob Fultz for the Budget and Finance Committee.

ROLL CALL:

Ayes: Baughman, Hammer
Noes: Ratcliffe, Bruce, Brown
Abstain:
Absent:

Motion denied.

Director Bruce made a motion to approve John Hayes for the Budget and Finance Committee.

ROLL CALL:

Ayes: Ratcliffe, Bruce, Brown, Baughman, Hammer
Noes:
Abstain:
Absent:

Motion passed. John Hayes is the public member of the Budget and Finance Committee.

Director Baughman made a motion to approve Bob Fultz for the Environmental/Engineering/Planning Committee.

ROLL CALL:

Ayes: Baughman, Brown
Noes: Ratcliffe, Bruce, Hammer
Abstain:
Absent:

Motion denied.

Director Hammer made a motion to approve Richard Moran for the Environmental/Engineering/Planning Committee.

ROLL CALL:

Ayes: Ratcliffe, Bruce, Brown, Baughman, Hammer
Noes:
Abstain:
Absent:

Motion passed. Richard Moran is the public member of the Environmental/Engineering/Planning Committee.

Director Bruce made a motion to approve Bob Fultz for the Administration Committee.

ROLL CALL:

Ayes: Ratcliffe, Bruce, Brown, Baughman, Hammer

Noes:

Abstain:

Absent:

Motion passed. Bob Fultz is the public member of the Administration Committee.

10c STRATEGIC PLAN REVIEW

President Brown introduced the item. The Strategic Plan is to be reviewed each year and the new Board has been seated for a year now so this is a good time to review the plan. We will not need a consultant to facilitate the meeting.

Dist. Mgr. Lee explained that the Strategic Plan is a 5 year document with a yearly checkup in case there has been a change in the operations. A discussion can replace a workshop for the annual checkup.

Director Bruce would like to see contract reviews in the plan. Also, a review of legal language in our documents.

Dist. Mgr. Lee said that he agrees but doesn't know if it should be part of the Strategic Plan.

President Brown would like the Felton infrastructure under Water Supply Management.

Dir. Baughman would like GSA development as a Strategic Partner.

Pres. Brown questioned if the Urban Water Management Plan should be part of the plan.

Dist. Mgr. Lee recommended that the plan be revisited at the 2.18.16 BoD meeting.

Dir. Baughman suggested that fiscal transparency be added to the plan.

GENERAL MANAGER REPORTS:

District Manager Lee reported on the Lompico County Water District Board meeting regarding the assessment district. They will be moving forward with the process.

11a1ii District Manager Lee shared the highlights from the Finance Status report.

11a1iii Director of Operations Rogers shared the highlights from the Operations Status report.

Lewis Farris shared that there was a leak in a water line that caused a pothole in his neighborhood, the road was patched but it did not hold. Multiple complaints were made to the District. It is a safety issue.

COMMITTEE/DIRECTOR REPORTS:

Director Bruce shared the Administration Committee meeting notes.

Director Baughman shared the Budget and Finance Committee meeting notes.

ADJOURNMENT:

President Brown adjourned the meeting at 9:34 p.m.

Accounts Payable

Outstanding Invoices

User: StephanieHill
 Printed: 1/28/2016 - 2:12 PM
 Date Type: JE Date
 Date Range: 01/15/2016 to 01/28/2016

BILL LIST SUMMARY
 Check Register Total : \$318,812.95
 AP Outstanding Total: \$128,473.83
 Payroll 1/20: \$86,596.92
TOTAL FOR APPROVAL: \$533,883.70



13060 Highway 9
 Boulder Creek, CA 95006-9119
 (831) 338-2153 phone
 (831) 338-7986 fax

Vendor

Account Number	JE Date	Invoice Date	Invoice No	Journal Entry	Amount	Description
00012 - C & N TRACTORS						
01-400-5410	1/27/2016	12/29/2015	64796W	00129-07-2016	793.40	FERMEC TRACTOR LINK ARM - LINK ARM AND ASSOCIATED PARTS VE-32
Task Label:		Type:	PO Number:	0000100235		
Total for Vendor 00012 - C & N TRACTORS:					793.40	
00016 - GREENWASTE RECOVERY,INC						
01-100-5420	1/27/2016	1/1/2016	1859625	00129-07-2016	262.82	BUILDING MAINTENANCE
Total for Vendor 00016 - GREENWASTE RECOVERY,INC:					262.82	
00047 - SOIL CONTROL LAB						
01-800-5202	1/27/2016	1/11/2016	5120636	00129-07-2016	510.00	WATER ANALYSIS
01-800-5202	1/27/2016	1/15/2016	5120808	00129-07-2016	39.00	WATER ANALYSIS
01-800-5202	1/27/2016	1/14/2016	6010155	00129-07-2016	145.00	WATER ANALYSIS
01-800-5202	1/27/2016	1/15/2016	6010156	00129-07-2016	39.00	WATER ANALYSIS
01-800-5202	1/27/2016	1/15/2016	6010408	00129-07-2016	145.00	WATER ANALYSIS
01-800-5202	1/27/2016	1/15/2016	6010409	00129-07-2016	39.00	WATER ANALYSIS
Total for Vendor 00047 - SOIL CONTROL LAB:					917.00	
00061 - DHS PUBLIC HEALTH LAB						
01-400-5200	1/27/2016	12/31/2015	719	00129-07-2016	31.00	TICK TEST FOR LYME DISEASE
Total for Vendor 00061 - DHS PUBLIC HEALTH LAB:					31.00	
00082 - MID VALLEY SUPPLY						
01-100-5600	1/27/2016	1/12/2016	192095	00129-07-2016	89.74	HOUSEHOLD SUPPLIES
Total for Vendor 00082 - MID VALLEY SUPPLY:					89.74	
00097 - JIM WALTERS TRACTOR						

Vendor

Account Number	JE Date	Invoice Date	Invoice No	Journal Entry	Amount	Description
00097 - JIM WALTERS TRACTOR						
01-400-5300	1/27/2016	1/12/2016	5677	00129-07-2016	302.50	HAULING - ROCK FROM QUARRY TO BC
Task Label:		Type:	PO Number:	0000100253		
Total for Vendor 00097 - JIM WALTERS TRACTOR:					302.50	
00118 - FARMER BROTHERS COFFEE						
01-400-5600	1/27/2016	1/13/2016	63308881	00129-07-2016	194.37	COFFEE - OPS COFFEE SUPPLIES
Task Label:		Type:	PO Number:	0000100245		
Total for Vendor 00118 - FARMER BROTHERS COFFEE:					194.37	
00129 - UNITED RENTALS NORTHWEST INC						
01-400-5300	1/27/2016	1/7/2016	134256793-001	00129-07-2016	3,572.25	LIGHT TOWER - MAGNUM PRO MLT 360
Task Label:		Type:	PO Number:	0000100239		
Total for Vendor 00129 - UNITED RENTALS NORTHWEST INC:					3,572.25	
00139 - BAYSIDE OIL						
01-800-5300	1/27/2016	1/11/2016	18773	00129-07-2016	1,776.12	18 DEEP CYCLE BATTERIES - QUAIL, BTNK, SWIM
Task Label:		Type:	PO Number:	0000100247		
01-400-5300	1/27/2016	1/11/2016	18773	00129-07-2016	1,776.12	18 DEEP CYCLE BATTERIES - QUAIL, BTNK, SWIM
Task Label:		Type:	PO Number:	0000100247		
Total for Vendor 00139 - BAYSIDE OIL:					3,552.24	
00152 - NORTH GLASS						
01-100-5420	1/27/2016	1/13/2016	135270	00129-07-2016	92.38	QUIET ROOM - FROSTED GLASS
Task Label:		Type:	PO Number:	0000100255		
Total for Vendor 00152 - NORTH GLASS:					92.38	
00164 - FIRST ALARM						
02-600-5200	1/27/2016	1/13/2016	891468	00129-07-2016	345.35	ALARM SERVICE - BBCEWW SOLAR PANEL BATTERIES
Task Label:		Type:	PO Number:	0000100259		
Total for Vendor 00164 - FIRST ALARM:					345.35	
00220 - BAY BUILDING JANITORIAL,INC						
01-100-5420	1/27/2016	1/15/2016	28028	00129-07-2016	424.42	JANITORIAL SERVICE - JAN 2016
Total for Vendor 00220 - BAY BUILDING JANITORIAL,INC:					424.42	
00236 - IDEXX DISTRIBUTION CORP						

Vendor	Account Number	JE Date	Invoice Date	Invoice No	Journal Entry	Amount	Description
00236 - IDEXX DISTRIBUTION CORP	01-800-5300	1/27/2016	1/7/2016	296663664	00129-07-2016	1,009.84	BACTEE BOTTLES - BACTEE BOTTLES & COLL ALERT
	Task Label:		Type:	PO Number:	0000100252		
Total for Vendor 00236 - IDEXX DISTRIBUTION CORP:						1,009.84	
00265 - COMMUNITY TELEVISION OF	01-100-5200	1/27/2016	1/12/2016	2250	00129-07-2016	175.00	CONTRACT SERVICES - BOARD COVERAGE
Total for Vendor 00265 - COMMUNITY TELEVISION OF:						175.00	
00319 - ECOLOGY ACTION OF SANTA CRUZ	01-100-5620	1/27/2016	12/31/2015	65000	00129-07-2016	1,563.51	WATER CONSERVATION PROGRAM
Total for Vendor 00319 - ECOLOGY ACTION OF SANTA CRUZ:						1,563.51	
00365 - FREITAS + FREITAS	01-000-1565	1/27/2016	1/8/2016	010816	00129-07-2016	6,565.60	SWIM TANK PROJECT
Total for Vendor 00365 - FREITAS + FREITAS:						6,565.60	
00415 - CA BANK & TRUST/GOV SVC DEPT	01-000-7111	1/27/2016	1/25/2016	FEB 2016	00129-07-2016	3,738.14	1976 SAFE DRINKING WATER BOND - INTEREST
	01-000-2401	1/27/2016	1/25/2016	FEB 2016	00129-07-2016	11,828.29	1976 SAFE DRINKING WATER BOND
	01-000-7111	1/27/2016	1/25/2016	FEB 2016	00129-07-2016	15.00	1976 SAFE DRINKING WATER BOND - BANK FEE
Total for Vendor 00415 - CA BANK & TRUST/GOV SVC DEPT:						15,581.43	
00423 - BAY AREA BARRICADE	01-400-5300	1/27/2016	1/11/2016	0334485-IN	00129-07-2016	1,241.58	TRAFFIC SAFETY ITEMS - CONES, CONSTRUCTION SIGNS ETC.
	Task Label:		Type:	PO Number:	0000100208		
Total for Vendor 00423 - BAY AREA BARRICADE:						1,241.58	
00450 - EUROFINS EATON ANALYTICAL, INC	01-800-5202	1/27/2016	1/13/2016	248082	00129-07-2016	80.00	WATER ANALYSIS
	01-800-5202	1/27/2016	1/25/2016	249460	00129-07-2016	80.00	WATER ANALYSIS
Total for Vendor 00450 - EUROFINS EATON ANALYTICAL, INC:						160.00	
00609 - BALANCE HYDROLOGICS, INC	01-500-5200	1/27/2016	1/8/2016	21518-1215	00129-07-2016	5,894.56	CONTRACT/PROFESSIONAL SERVICES

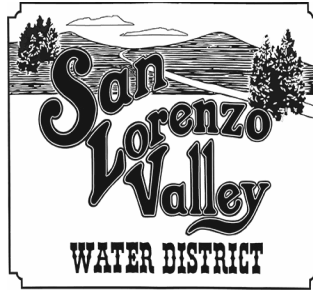
Vendor	Account Number	JE Date	Invoice Date	Invoice No	Journal Entry	Amount	Description
Total for Vendor 00609 - BALANCE HYDROLOGICS, INC:						5,894.56	
00695 - PAUL JENSEN							
	01-100-5200	1/27/2016	1/23/2015	123015	00129-07-2016	1,040.00	CONTRACT SERVICES - LOST ACRES DR
Total for Vendor 00695 - PAUL JENSEN:						1,040.00	
00703 - DATAFLOW BUSINESS SYSTEMS, INC							
	01-800-5200	1/27/2016	1/4/2016	173140	00129-07-2016	302.65	ANNUAL COPIER FEES LYON PLANT - REPORT COPIER
	Task Label:		Type:	PO Number:	0000100261		
	01-400-5200	1/27/2016	1/8/2016	173659	00129-07-2016	83.85	SAVIN 917 SPF COPIER- OPS FY 15/16
	01-800-5200	1/27/2016	1/8/2016	173660	00129-07-2016	34.18	ANNUAL COPIER FEES
	01-200-5200	1/27/2016	1/8/2016	173661	00129-07-2016	172.87	ANNUAL COPIER FEES
	01-100-5200	1/27/2016	1/8/2016	173662	00129-07-2016	950.36	ANNUAL COPIER FEES
	01-200-5200	1/27/2016	1/8/2016	173663	00129-07-2016	166.68	ANNUAL COPIER FEES
Total for Vendor 00703 - DATAFLOW BUSINESS SYSTEMS, INC:						1,710.59	
00727 - ULINE SHIPPING SUPPLY							
	01-400-5300	1/27/2016	1/6/2016	73517110	00129-07-2016	97.61	SUPER GRIPTION GLOVES - LARGE & EXTRA LARGE
	Task Label:		Type:	PO Number:	0000100240		
Total for Vendor 00727 - ULINE SHIPPING SUPPLY:						97.61	
00729 - ALPHA ANALYTICAL LABS							
	02-600-5202	1/27/2016	1/19/2016	6012710	00129-07-2016	926.00	WASTEWATER MONITORING
Total for Vendor 00729 - ALPHA ANALYTICAL LABS:						926.00	
00756 - KENNEDY/JENKS CONSULTANTS							
	01-000-1565	1/27/2016	1/19/2016	98495	00129-07-2016	18,383.92	INTERTIE PROJECT
	01-000-1565	1/27/2016	1/19/2016	98495A	00129-07-2016	53,397.02	INTERTIE #3 PROJECT
	01-000-1565	1/27/2016	1/19/2016	98495B	00129-07-2016	8,799.70	INTERTIE #4 PROJECT
Total for Vendor 00756 - KENNEDY/JENKS CONSULTANTS:						80,580.64	
01084 - LAURIE SWETT							
	01-100-5200	1/27/2016	1/18/2016	011516	00129-07-2016	1,350.00	ADMIN BUILDING REMODEL CONSULTATION
Total for Vendor 01084 - LAURIE SWETT:						1,350.00	

Vendor	Account Number	JE Date	Invoice Date	Invoice No	Journal Entry	Amount	Description
						<u>128,473.83</u>	
Report Total:						<u>128,473.83</u>	

Accounts Payable

Checks by Date - Detail by Check Number

User: StephanieHill
Printed: 1/28/2016 1:56 PM



13060 Highway 9
Boulder Creek, CA 95006-9119
(831) 338-2153 phone
(831) 338-7986 fax

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
10547	00362 INV32220	ACCELA, INC #774375 CONTRACT SERVICES	01/08/2016		3,442.00
				Total for Check Number 10547:	0.00 3,442.00
10548	00729 5122138	ALPHA ANALYTICAL LABS WATER ANALYSIS - BCE	01/08/2016		788.00
				Total for Check Number 10548:	0.00 788.00
10549	00141 339756	B & B SMALL ENGINE MISC. PARTS - CHAIN SAW	01/08/2016		78.95
				Total for Check Number 10549:	0.00 78.95
10550	00609 215018-1115	BALANCE HYDROLOGICS, INC STREAM GAGING	01/08/2016		8,260.43
				Total for Check Number 10550:	0.00 8,260.43
10551	00145 314-293158 314-293349	BATTERIES PLUS ECHO BOOSTER - BATTERY BACK UP - RE BATTERIES - BOOSTERS: BLKSTONE, SPRI	01/08/2016		570.89 215.30
				Total for Check Number 10551:	0.00 786.19
10552	00220 27909	BAY BUILDING JANITORIAL, INC JANITORIAL SERVICE - DEC 2015	01/08/2016		424.42
				Total for Check Number 10552:	0.00 424.42
10553	00505 XJTW64NC1	DELL MARKETING LP WIRELESS MOUSE	01/08/2016		103.89
				Total for Check Number 10553:	0.00 103.89
10554	01086 196692	DIXON AND SON TIRE INC FERMEC LOADER TIRES - NEW FRONT TIR	01/08/2016		931.30
				Total for Check Number 10554:	0.00 931.30
10555	00450 243939	EUROFINS EATON ANALYTICAL, INC WATER ANALYSIS - ARSENIC TOTALICAP/	01/08/2016		80.00
				Total for Check Number 10555:	0.00 80.00
10556	00118 63308602	FARMER BROTHERS COFFEE OPPS COFFEE SUPPLIES - COFFEE	01/08/2016		180.58
				Total for Check Number 10556:	0.00 180.58
10557	00164	FIRST ALARM	01/08/2016		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	883006	ALARM SERVICE			90.06
	883106	ALARM SERVICE			227.94
	883200	ALARM SERVICE			605.40
	884789	ALARM SERVICE			333.57
	884790	ALARM SERVICE			279.24
	884791	ALARM SERVICE			162.30
	884792	ALARM SERVICE			207.30
			Total for Check Number 10557:	0.00	1,905.81
10558	00080	GRANITE CONSTRUCTION CO	01/08/2016		
	914850	QUAIL BINS - SAND, BASE ROCK, COLD M			586.24
	917196	QUAIL BINS - QUAIL 5 YARD			45.25
	918820	QUAIL BINS - SAND, BASE, COLDMIX, MA'			710.50
	919766	QUAIL BINS - BIN MATERIAL			330.16
			Total for Check Number 10558:	0.00	1,672.15
10559	00022	JOHNS ELECTRIC MOTOR	01/08/2016		
	12880	PUMP REPAIR - SOUTH BOOSTER			45.00
			Total for Check Number 10559:	0.00	45.00
10560	00608	LLOYD'S TIRE SERVICE, INC	01/08/2016		
	296216	TRUCK 275 - NEW TIRES			860.43
			Total for Check Number 10560:	0.00	860.43
10561	00006	MATHESON TRI-GAS, INC.	01/08/2016		
	12462782	WELDING PARTS---WELDING TIPS AND WI			93.54
			Total for Check Number 10561:	0.00	93.54
10562	00082	MID VALLEY SUPPLY	01/08/2016		
	191211	OFFICE SUPPLIES			110.42
	191221	OFFICE SUPPLIES			110.41
			Total for Check Number 10562:	0.00	220.83
10563	00539	MILLER-MAXFIELD, INC	01/08/2016		
	1115SLV	CONSULTING SERVICES - NOV 2015			2,431.25
			Total for Check Number 10563:	0.00	2,431.25
10564	00478	MWH AMERICAS	01/08/2016		
	1700865	CONTRACT SERVICES			1,762.50
			Total for Check Number 10564:	0.00	1,762.50
10565	00047	SOIL CONTROL LAB	01/08/2016		
	5120139	GENERAL PHYSICAL			145.00
	5120141	METALS DIGESTION, TOTAL MAGANESE			37.00
	5120408	GENERAL PHYSICAL			145.00
	5120410	METALS DIGESTION, MANGANESE			37.00
	5120630	GENERAL PHYSICAL			145.00
			Total for Check Number 10565:	0.00	509.00
10566	00942	TRIAD ELECTRIC	01/08/2016		
	82289	OPERATIONS ELECTRICAL - LAMP REPAIR			697.29
			Total for Check Number 10566:	0.00	697.29

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
10567	00129 133296423-001	UNITED RENTALS NORTHWEST INC FUEL STORAGE TANKS	01/08/2016		2,749.26
				Total for Check Number 10567:	0.00 2,749.26
10568	00407 SJ394136 SJ720533	UNIVAR USA CREDIT CHLORINE-TREATMENT	01/08/2016		-80.00 3,674.65
				Total for Check Number 10568:	0.00 3,594.65
10569	00268 11627 11628	WATTS ON GENERATOR - SERVICE FUEL POLISHING GENERATOR - SERVICE FUEL POLISHING	01/08/2016		1,134.49 1,297.45
				Total for Check Number 10569:	0.00 2,431.94
10570	01050 4377735-1209105	COLONIAL LIFE LIFE INSURANCE - 12/9 - 12/23	01/19/2016		416.30
				Total for Check Number 10570:	0.00 416.30
10571	00788 122615	COMCAST INTERNET SERVICE - 195 KIRBY	01/19/2016		141.08
				Total for Check Number 10571:	0.00 141.08
10572	04092 08708106-B	HENSHEL, ROBERT CUSTOMER REFUND	01/19/2016		439.52
				Total for Check Number 10572:	0.00 439.52
10573	00054 010516 010516 010516 010516 010516	PACIFIC GAS & ELECTRIC GAS/ELECTRIC- OPS GAS/ELECTRIC- OPS GAS/ELECTRIC-OPS GAS/ELECTRIC-OPS GAS/ELECTRIC-BC ESTATES	01/19/2016		10.51 4,838.40 17,119.37 152.60 775.26 139.33
				Total for Check Number 10573:	0.00 23,035.47
10574	00399 JAN 2016 JAN 2016 JAN 2016 JAN 2016 JAN 2016 JAN 2016	VISION SERVICE PLAN VISION INSURANCE -WTP VISION INSURANCE - OPS VISION INSURANCE - FINANCE VISION INSURANCE - ADMIN VISION INSURANCE -W.SHED VISION INSURANCE - ENG	01/19/2016		74.49 287.52 78.51 66.61 8.15 16.30
				Total for Check Number 10574:	0.00 531.58
10575	00217 011916	COUNTY OF SANTA CRUZ INTERTIES 3 & 4	01/19/2016		764.11
				Total for Check Number 10575:	0.00 764.11
10576	00362 32452	ACCELA, INC #774375 CONTRACT SERVICES	01/21/2016		1,917.00
				Total for Check Number 10576:	0.00 1,917.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
10577	10023 2976935	AT & T CAPITAL SERVICES, INC TELEPHONE MAINTENANCE	01/21/2016		396.07
Total for Check Number 10577:				0.00	396.07
10578	00055	AT&T	01/21/2016		
	010116	TELEPHONE CHARGES - WTP			1,415.09
	010116	TELEPHONE CHARGES - ADMIN			129.27
	010116	TELEPHONE CHARGES - OPS			3,160.56
	010116	TELEPHONE CHARGES - BCEWW			303.21
Total for Check Number 10578:				0.00	5,008.13
10579	00309	AT&T IP SERVICES	01/21/2016		
	011116	IP SERVICES - WTP			241.96
	011116	IP SERVICES - OPS			241.96
	011116	IP SERVICES - ADMIN			241.97
Total for Check Number 10579:				0.00	725.89
10580	00687	AT&T U-VERSE	01/21/2016		
	010516	INTERNET SERVICE - OPS			60.00
	010616	INTERNET SERVICE - WTP			77.00
Total for Check Number 10580:				0.00	137.00
10581	00378	BANK OF THE WEST	01/21/2016		
	120215	FUEL			87.77
	120315	CONFERENCE			705.00
	120715	SUPPLIES			149.99
	120716	CLOUD SERVICES			138.60
	120815	OFFICE SUPPLIES			85.50
	121015	RAIN BOOTS FOR CREW			874.75
	121115	MEETING			18.19
	121415	RECRUITMENT MEETING			89.34
	121515	SUPPLIES			1.50
	121615	CONTRACT SERVICES			113.97
	121815A	OFFICE SUPPLIES			50.00
	122115	SUPPLIES			97.05
	122215	VEHICLE MAINTENANCE			127.26
	122315	MAINTENANCE/PROSSER PROPERTY			77.94
	122315	MAINTENANCE/PROSSER PROPERTY			233.82
	122315	MAINTENANCE/PROSSER PROPERTY			155.88
Total for Check Number 10581:				0.00	3,006.56
10582	00130 C2768	BOULDER CREEK HARDWARE CHAINSAW, MISC. PARTS- CHAINS /SHARI	01/21/2016		98.08
Total for Check Number 10582:				0.00	98.08
10583	00037 16-017	COUNTY OF SANTA CRUZ ANNUAL BLANKET ENCROACHMENT PER	01/21/2016		3,804.00
Total for Check Number 10583:				0.00	3,804.00
10584	00050 08914226	COUNTY OF SANTA CRUZ LIEN RELEASE FEE	01/21/2016		15.00
Total for Check Number 10584:				0.00	15.00
10585	00312	DOCTORS ON DUTY	01/21/2016		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	598508	PERSONNEL RECRUITMENT			75.00
			Total for Check Number 10585:	0.00	75.00
10586	00076 643278	ERNIE'S AUTO CENTER TRACTOR ELECTRICAL - LIGHTS FOR LO/	01/21/2016		16.69
			Total for Check Number 10586:	0.00	16.69
10587	10005 010616 012016	ICMA RETIREMENT C/O M & T RETIRI RETIREMENT WITHHOLDING RETIREMENT WITHHOLDING	01/21/2016		1,185.00 1,185.00
			Total for Check Number 10587:	0.00	2,370.00
10588	00367 100718 100718	INFOSEND, INC CONTRACT SERVICES POSTAGE	01/21/2016		1,111.45 2,670.39
			Total for Check Number 10588:	0.00	3,781.84
10589	UB*00074	PATRICK KELLY Refund Check	01/21/2016		45.42
			Total for Check Number 10589:	0.00	45.42
10590	UB*00075	KATHERINE MARTINEAU Refund Check	01/21/2016		37.90
			Total for Check Number 10590:	0.00	37.90
10591	00409 11116	PURCHASE POWER POSTAGE	01/21/2016		536.40
			Total for Check Number 10591:	0.00	536.40
10592	00785 SLVWD-OLYMPIA-7 SLVWD-OLYMPIA-8	REGIONAL WATER MANAGEMENT OLYMPIA MUTUAL CONSOLIDATION OLYMPIA MUTUAL CONSOLIDATION	01/21/2016		2,228.48 1,209.22
			Total for Check Number 10592:	0.00	3,437.70
10593	00711 S1510693.003 S1510693.003 S1510693.003 S1511196.001 S1531607.001 S1531607.001 S1531607.001 S1531614.001 S1531614.001 S1531614.001 S1531614.001 S1531614.001 S1531614.001 S1531614.001 S1531614.001 S1531614.001 S1531614.001 S1531614.001 S1531614.001 S1531614.001 S1531614.001 S1531614.001	ROBERTS & BRUNE CO. 1010-118 ELL 45 GALV 1" 1011-140 ELL 90 GALV 2" 1011-114 ELL 90 GALV 3/4" 6 CL50/350 TJ C/L DI PIPE HYDRNT BURY MJXFLG 6"X36"W/ACC GATE VALVE FLG 6" A2360-6 VALVE BOX RISER GRD RING 2" NIPPLE GALV 3/4" X 5" GATE VALVE 2" ELL 90 STREET GALV 1/2" FLANGE RING GASKETS 6" NO BLT BACKFLOW RED. PRESS. 1" W/BALL NIPPLE GALV 1" X 3" FLEX COUPLING 2" X 5" OD 2.375 REPAIR CLAMP 4OD" X 6" TEE BF SDR 11 2" 12"CONCRETE CUT-OFF#8350308000 BACKFLOW DOUBLE CK 3/4" NIPPLE GALV 3/4" X 6"	01/21/2016		13.02 56.84 9.82 206.91 276.25 703.25 721.01 11.91 625.20 10.20 35.78 938.27 8.55 163.88 153.32 50.05 82.87 639.33 14.45

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	S1531614.001	REPAIR CLAMP 3/4" X 3"			50.77
	S1531614.001	FLOAT VALVE 2" THREADED 125#			1,827.47
					<hr/>
				Total for Check Number 10593:	0.00 6,599.15
10594	00973 690113-6	SMITH-EMERY SAN FRANCISCO INTERTIE #3 PUMP STATION	01/21/2016		209.07
					<hr/>
				Total for Check Number 10594:	0.00 209.07
10595	00642 010416	STEVEN M.BUTLER,R.P.F. WATERSHED MAINTENANCE - 5-MILE ANI	01/21/2016		1,136.83
					<hr/>
				Total for Check Number 10595:	0.00 1,136.83
10596	00722 SW-0106286	SWRCB ANNUAL PERMIT FEE	01/21/2016		403.00
					<hr/>
				Total for Check Number 10596:	0.00 403.00
10597	00362 INV32300 INV32301	ACCELA, INC #774375 CONTRACT SERVICES CONTRACT SERVICES	01/22/2016		1,779.37 1,817.77
					<hr/>
				Total for Check Number 10597:	0.00 3,597.14
10598	00115 122315 122315A	ATKINSON-FARASYN LEGAL SERVICES LEGAL SERVICES	01/22/2016		1,093.75 979.00
					<hr/>
				Total for Check Number 10598:	0.00 2,072.75
10599	00141 339430	B & B SMALL ENGINE GENERATOR REPAIR PULL CORD/TUNE SE	01/22/2016		146.62
					<hr/>
				Total for Check Number 10599:	0.00 146.62
10600	10025 80004868	BADGER METER, INC CONTRACT SERVICES	01/22/2016		65.86
					<hr/>
				Total for Check Number 10600:	0.00 65.86
10601	00145 314-293651	BATTERIES PLUS MISC CELL PHONE CHARGERS - CELL CH	01/22/2016		123.93
					<hr/>
				Total for Check Number 10601:	0.00 123.93
10602	00342 943699	BRASS KEY LOCKSMITH FACILITY LOCKS - DISTRICT LOCKS	01/22/2016		429.04
					<hr/>
				Total for Check Number 10602:	0.00 429.04
10603	00566 151200059101	C S S C ANSWERING SERVICE	01/22/2016		386.42
					<hr/>
				Total for Check Number 10603:	0.00 386.42
10604	00415 JAN 2016 JAN 2016 JAN 2016	CA BANK & TRUST/GOV SVC DEPT 1976 SAFE DRINKING WATER BOND - INTE 1976 SAFE DRINKING WATER BOND 1976 SAFE DRINKING WATER BOND - BAN	01/22/2016		3,738.14 11,828.29 15.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 10604:	0.00	15,581.43
10605	00750 122315	CHARLES Z FEDAK & CO. AUDIT SERVICES - DEC 2015	01/22/2016		4,500.00
			Total for Check Number 10605:	0.00	4,500.00
10606	00213 102305 102314 102314 102314	CHESTNUT IDENTITY UNIFORMS - OPS UNIFORMS - WTP UNIFORMS - ENG UNIFORMS - OPS	01/22/2016		87.57 149.33 229.33 310.03
			Total for Check Number 10606:	0.00	776.26
10607	00703 172799	DATAFLOW BUSINESS SYSTEMS, INC CONTRACT SERVICES	01/22/2016		214.83
			Total for Check Number 10607:	0.00	214.83
10608	00329 9923144266 9923144274 9924273619	GRAINGER SAFETY FLARES - SIX CASES 30 MINUTE F SAFETY FLARES - SIX CASES 30 MINUTE F SAFETY FLARES - SIX CASES 30 MINUTE F	01/22/2016		565.61 377.07 188.55
			Total for Check Number 10608:	0.00	1,131.23
10609	00080 921391	GRANITE CONSTRUCTION CO QUAIL BINS - COLD MIX, SAND, BASE RO	01/22/2016		409.06
			Total for Check Number 10609:	0.00	409.06
10610	00020 04090-15120	HARO, KASUNICH & ASSOCIATES PROP 50	01/22/2016		1,513.05
			Total for Check Number 10610:	0.00	1,513.05
10611	00058 12124	IHWY, INC. INTERNET SERVICE	01/22/2016		25.00
			Total for Check Number 10611:	0.00	25.00
10612	00756 97899	KENNEDY/JENKS CONSULTANTS INTERTIE #6 PROJECT	01/22/2016		4,838.86
			Total for Check Number 10612:	0.00	4,838.86
10613	00336 DEC 2015	LAND TRUST OF SANTA CRUZ CNTY OLYMPIA PATROL	01/22/2016		944.85
			Total for Check Number 10613:	0.00	944.85
10614	00296 1215038	MESITI-MILLER ENGINEERING, INC PROBATION TANK PROJECT	01/22/2016		781.20
			Total for Check Number 10614:	0.00	781.20
10615	00539 1215SLV	MILLER-MAXFIELD, INC CONTRACT SERVICES	01/22/2016		3,575.00
			Total for Check Number 10615:	0.00	3,575.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
10616	00782	MONTEREY PENINSULA ENGINEERIN	01/22/2016		
	12-24	INTERTIE #2 PROJECT			6,716.50
	12-24	INTERTIE #4 PROJECT - CREDIT			-34,278.48
	12-24	INTERTIE #3 PROJECT			177,259.55
Total for Check Number 10616:				0.00	149,697.57
10617	10049	PATHWAYS FOR WILDLIFE	01/22/2016		
	122315	EDUCATION GRANT			4,500.00
Total for Check Number 10617:				0.00	4,500.00
10618	10047	RANDAZZO ENTERPRISES, INC.	01/22/2016		
	042491	DEMOLITION - 12804 HWY 9			19,724.00
Total for Check Number 10618:				0.00	19,724.00
10619	00046	RED WING SHOE STORE	01/22/2016		
	2531A	SAFETY SHOES-BOOTS FOR JOE DAVIS 20'			337.37
	2531B	SAFETY BOOTS/SHOES FOR JESSE G			235.71
Total for Check Number 10619:				0.00	573.08
10620	00785	REGIONAL WATER MANAGEMENT	01/22/2016		
	SLVWD-Olympia-9	OLY CONSOLIDATION			2,189.72
Total for Check Number 10620:				0.00	2,189.72
10621	10019	SCHWARZBACH ASSOCIATES, INC.	01/22/2016		
	151218-1	BUILDING MAINTENANCE - JOHNSON PR			2,936.00
	160101-1	BUILDING MAINTENANCE - JOHNSON PR			1,345.90
Total for Check Number 10621:				0.00	4,281.90
10622	01057	SILKE COMMUNICATIONS	01/22/2016		
	45244	RADIO SERVICE - SERVICE - 155, 35, REPE/			610.00
Total for Check Number 10622:				0.00	610.00
10623	00047	SOIL CONTROL LAB	01/22/2016		
	5110720	WATER ANALYSIS			78.00
	5120140	WATER ANALYSIS			78.00
	5120409	WATER ANALYSIS			78.00
	5120631	WATER ANALYSIS			78.00
	5120732	WATER ANALYSIS			145.00
	5120733	WATER ANALYSIS			78.00
	5120807	WATER ANALYSIS			145.00
Total for Check Number 10623:				0.00	680.00
10624	00298	STATE OF CALIFORNIA	01/22/2016	VOID	
	11116	CASE #557151242			75.00
Total for Check Number 10624:				75.00	0.00
10625	00555	STORDOK	01/22/2016		
	5351867	DOCUMENT SHREDDING			45.00
Total for Check Number 10625:				0.00	45.00
10626	00129	UNITED RENTALS NORTHWEST INC	01/22/2016		
	133922842-001	EL NINO GEN RENTAL-STANDBY GENERA			2,116.80

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 10626:	0.00	2,116.80
10627	00721 114-3597611	UNITED SITE SVCS.,INC RENTAL - QUAIL FACILITY	01/22/2016		148.15
			Total for Check Number 10627:	0.00	148.15
			Report Total (81 checks):	75.00	318,812.95

CASH REQUIREMENTS

THIS REPORT SUMMARIZES YOUR PAYROLL TRANSACTIONS FOR THE CHECK DATE 01/20/16. IT DOES NOT REFLECT MISCELLANEOUS ADMINISTRATIVE CHARGES. PLEASE REFER TO YOUR INVOICE(S) FOR THE TOTAL CASH REQUIRED FOR THIS CHECK DATE.

TRANSACTION DETAIL

ELECTRONIC FUNDS TRANSFER - *Your financial institution will initiate transfer to Paychex at or after 12:01 A.M. on transaction date.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		BANK DRAFT AMOUNTS & OTHER TOTALS
01/20/16	WELLS FARGO BANK, NA	xxxxxx1358	Direct Deposit	Net Pay Allocations	36,924.29	36,924.29
01/20/16	WELLS FARGO BANK, NA	xxxxxx1358	Taxpay®	Employee Withholdings		
				Social Security	5,382.01	
				Medicare	1,258.69	
				Fed Income Tax	10,083.72	
				CA Income Tax	3,317.24	
				CA Disability	781.28	
				Total Withholdings	20,822.94	
				Employer Liabilities		
				Social Security	5,382.04	
				Medicare	1,258.69	
				Fed Unemploy	410.45	
				Total Liabilities	7,051.18	27,874.12
01/20/16	WELLS FARGO BANK, NA	xxxxxx1358	401(k) Traditional	PXROTH 401 EEPO	956.88	
				PX401 EECU		
				PX401 ERMTCH		
				PXROTH 401 EECU		
				PX401 ERCUM		
				PX401 EEPRE	898.56	1,855.44
01/20/16	WELLS FARGO BANK, NA	xxxxxx1358	Section 125	PXDCA EE PRE	180.00	
				PXUME EE PRE	350.00	530.00
EFT FOR 01/20/16						67,183.85
TOTAL EFT (Does not reflect administrative charges)						67,183.85

NEGOTIABLE CHECKS - *Check amounts will be debited when payees cash checks. Funds must be available on check date.*

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>		<u>TOTAL</u>
01/20/16	WELLS FARGO BANK, NA	xxxxxx1358	Payroll	Check Amounts	19,413.07	
TOTAL NEGOTIABLE CHECKS						19,413.07

CASH REQUIREMENTS

THIS REPORT SUMMARIZES YOUR PAYROLL TRANSACTIONS FOR THE CHECK DATE 01/20/16. IT DOES NOT REFLECT MISCELLANEOUS ADMINISTRATIVE CHARGES. PLEASE REFER TO YOUR INVOICE(S) FOR THE TOTAL CASH REQUIRED FOR THIS CHECK DATE.

REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES - Paychex does not remit these funds. You must ensure accurate and timely payment of applicable items.

<u>TRANS. DATE</u>	<u>BANK NAME</u>	<u>ACCOUNT NUMBER</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	<u>TOTAL</u>
01/20/16	Refer to your records for account	Information	Payroll	Employee Deductions	
				Advance	695.06
				Aflc/Col Post	110.22
				Aflc/Col Pre	779.30
				Calper 457	125.00
				DPer	5,536.06
				Health	1,880.91
				ICMA	1,185.00
				Life Ins	14.00
				Union dues	342.21
				Total Deductions	10,667.76
TOTAL REMAINING DEDUCTIONS / WITHHOLDINGS / LIABILITIES (Does not reflect administrative charges)					10,667.76

PAYCHEX WILL MAKE THESE TAX DEPOSIT(S) ON YOUR BEHALF - This information serves as a record of payment.

<u>DUE DATE</u>	<u>PRODUCT</u>	<u>DESCRIPTION</u>	
01/27/16	Taxpay®	FED IT PMT Group	23,365.15
01/27/16	Taxpay®	CA IT PMT Group	4,098.52

MEMO

TO: Board of Directors
FROM: District Manager
SUBJECT: Repeal and Replacement of Ordinance 8
DATE: February 4, 2016

RECOMMENDATION:

It is recommended that the Board of Directors review this memo, review the attached draft Rules and Regulations of the San Lorenzo Valley Water District, review the attached draft Policies and Procedures of the San Lorenzo Valley Water District and review the attached Definitions of the San Lorenzo Valley Water District. Staff recommends the Board:

- by Ordinance 108, repeal Ordinance 8 in its entirety (available on District website) and all Ordinances amending Ordinance 8
- by Ordinance 108, adopt the District's Rules and Regulations
- by Resolution 27 (15-16) adopt the District's Policies and Procedures
- by Resolution 27(15-16) adopt the Districts Definitions.

BACKGROUND:

At its regularly scheduled meeting of January 14, 2016 the Board reviewed then current drafts of the proposed District Rules and Regulations & Policies and Procedures. The Board deferred adopting those draft documents with an understanding that staff had made substantial revision to those documents since the Board packet was released the prior week. Staff has since then brought to the Administration Committee those two documents along with a third document titled, "Definitions of the San Lorenzo Valley Water District". These three documents, along with the recently adopted Schedule or Rates and Charges, contain the bulk of what is currently in Ordinance 8. The Administration Committee reviewed the three draft documents at its January 26, 2016 regularly scheduled meeting. The three documents attached to tonight's Board Memo are ready for adoption.

January 14, 2016: At its regularly scheduled meeting on December 17, 2015 the Board addressed this item and requested that staff return with additions/revisions. Since that meeting the Board adopted on January 7, 2016 the District's official 'Schedule of Rates and Charges', providing a single document outside Ordinance 8 that establishes all of the current District rates and charges subject to Proposition 218 requirements. As a result of the Board's

adoption of the 'Schedule of Rates and Charges', staff has amended the draft Rules and Regulations to include Section 13, Rates. The proposed Section 13 refers to the District's most recently adopted Schedule of Rates and Charges. This change allows rates to be adopted by resolution and the Rules and Regulations will continue to be adopted by Ordinance.

December 17, 2016: The District has adopted Ordinance 8 as the current primary document defining the District's rules, regulations, policies and procedures. It is generally accepted that Ordinance 8 has become cumbersome. Staff has worked with the Legislative Committee to take Ordinance 8 and separate it into two distinct draft documents; Rules and Regulations & Policies and Procedures. Every Article in Ordinance 8 is represented in the combined draft documents. To staff's knowledge no Article of Ordinance 8 has been omitted. Some outdated language has been removed.

Ord 8 Article 17 - Sewerage Rules, Regulations, Rates & Charges has been amended to remove references to the now defunct Valley Wide Sewer System.

Ord 8 Article 19, Cross-Connection Control Program is currently incomplete and will be brought to the Board when ready, early next year.

Staff is requesting that the Board replace Ordinance 8 with the three draft documents; Rules and Regulations, Policies and Procedures, & Definitions.

Getting these three documents updated will not be a singular event. Corrections will be required. There are potentially references and incompatible language within the documents that will need to be corrected. Staff is committed to assisting the Administration Committee with a thorough review and revision of these documents over the next year. However, the first step is to adopt the documents.

If these three documents are adopted by the Board, throughout this year staff intends to collect all external rules, regulations, policies and procedures documents and bring them to the Board for adoption as Sections into one of these two documents, thereby creating one source of record for the District's Rules and Regulations, one source of record for the District's Policies and Procedures and one source of record for Definitions as they pertain to the District.

STRATEGIC PLAN:

Element 9.0 - Update Ordinance 8

FISCAL IMPACT:

No impact to current budget year

SAN LORENZO VALLEY WATER DISTRICT

ORDINANCE NO. 108

RECENTION ~~AND SUPERSEDING-OF~~ ORDINANCE 8 AS AMENDED AND
ADOPTION OF THE SAN LORENZO VALLEY WATER DISTRICT RULES AND
REGULATIONS

WHEREAS, the San Lorenzo Valley Water District follows certain rules, regulations, policies and procedures currently defined as 'Ordinance 8'; and

WHEREAS, it is appropriate that a regular review of the District's Rules, Regulations, Policy's and Procedures be conducted, allowing for revisions as determined by the Board; and

WHEREAS, after reviewing Ordinance 8 the Board of Directors of the San Lorenzo Valley Water District (hereinafter "Board") recognizes that Ordinance 8 has become outdated and inefficient; and

WHEREAS, the Board has reviewed the draft Rules and Regulations of the San Lorenzo Valley Water District as provided;

NOW, THEREFORE, BE IT ORDAINED by the Board of Directors of the San Lorenzo Valley Water District as follows:

The Board rescinds Ordinance 8 and Ordinances amending Ordinance 8 in its entirety,

AND THEREFORE, The Board adopts the Rules and Regulations of the San Lorenzo Valley Water District attached to the report of the District Manager dated February 4, 2016 and incorporated here by reference,

AND THEREFORE, The Board directs the District Manager to take all action necessary to put into effect the intent of this Ordinance.

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the ~~21st~~4th day of ~~January~~ February 2016, by the following vote of the members thereof:

ROLL CALL:

AYES:

NOES:

ABSTAIN:

ABSENT:

BY: _____ ATTEST: _____

Randall Brown
President, Board of Directors

Holly B. Morrison
District Secretary

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SAN LORENZO VALLEY WATER DISTRICT

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RESOLUTION NO. 27 (15-16)

ADOPTION OF THE SAN LORENZO VALLEY WATER DISTRICT POLICIES AND PROCEDURES AND THE DEFINITIONS OF THE SAN LORENZO VALLEY WATER DISTRICT

WHEREAS, the San Lorenzo Valley Water District follows certain rules, regulations, policies and procedures currently defined as 'Ordinance 8'; and

WHEREAS, it is appropriate that a regular review of the District's Rules, Regulations, Policy's and Procedures be conducted, allowing for revisions as determined by the Board; and

WHEREAS, after reviewing Ordinance 8 the Board of Directors of the San Lorenzo Valley Water District (hereinafter "Board") recognizes that Ordinance 8 has become outdated and inefficient; and

WHEREAS, the Board has reviewed the draft Policies and Procedures of the San Lorenzo Valley Water District as provided; and

WHEREAS, the Board has reviewed the draft Definitions of the San Lorenzo Valley Water District as provided;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that ~~as follows:~~

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The Board adopts the Policies and Procedures of the San Lorenzo Valley Water District as attached to the report of the District Manager dated February 4, 2016;

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AND BE IT FURTHER RESOLVED, that the Board of Directors of the San Lorenzo Valley Water District adopts the Definitions of the San Lorenzo Valley Water District as attached to the report of the District Manager dated February 4, 2016,

AND THEREFORE, The Board directs the District Manager to take all action necessary to put into effect the intent of this Resolution.

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PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the ~~21st~~^{4th} day of ~~January~~^{February} 2016, by the following vote of the members thereof:

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ROLL CALL:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

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Holly B. Morrison
District Secretary

RULES AND REGULATIONS OF THE SAN LORENZO WATER DISTRICT
(Adopted ~~February 4, 2016~~)

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REVISION LIST:

- 02/04/2016 – Rules and Regulations Adopted by Ordinance 108

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San Lorenzo Valley Water District
Rules and Regulations

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TABLE OF CONTENTS

ARTICLE I. GENERAL PROVISIONS 1
 SECTION 1.01 FAILURE TO COMPLY 1
 SECTION 1.02 PUBLIC RECORDS REQUEST ACT 1
 SECTION 1.03 REMOVAL OF RECORDS 1
 SECTION 1.04 SEVERABILITY 1

ARTICLE II. WATER DISTRICT 2
 SECTION 2.01 EMPLOYEES 2

ARTICLE III. APPLICATION FOR REGULAR WATER SERVICE 3
 SECTION 3.01 WATER SERVICE APPLICANT 3
 SECTION 3.02 WATER SERVICE APPLICATION 3
 SECTION 3.03 PROPERTY OWNERS RESPONSIBLE FOR BILLS 3
 SECTION 3.04 APPLICANT’S COMPLIANCE WITH RULES AND REGULATIONS OF DISTRICT 3
 SECTION 3.05 APPLICATION PAYMENT 3
 SECTION 3.06 INITIATION OF SERVICE 3
 SECTION 3.07 SERVICE INSTALLATION 4
 SECTION 3.08 PRIVATE PRESSURE REGULATING VALVE 4
 SECTION 3.09 FACILITY OWNERSHIP 4
 SECTION 3.10 APPLICATION EXPIRATION 4
 SECTION 3.11 APPEAL OF EXPIRED APPLICATION 4
 SECTION 3.12 HANDLING OF CONNECTION CHARGE 4
 SECTION 3.13 WRITTEN REQUEST FOR SETTING METER 5
 SECTION 3.14 REFUND REQUEST 5

ARTICLE IV. GENERAL USE REGULATIONS 6
 SECTION 4.01 NUMBER OF SERVICES PER PREMISES 6
 SECTION 4.02 SUPPLY TO SEPARATE PREMISES 6
 SECTION 4.03 SUPPLY TO MULTIPLE USERS 6
 SECTION 4.04 CHARGES TO MULTIPLE USERS 6
 SECTION 4.05 WATER WASTE 6
 SECTION 4.06 RESPONSIBILITY FOR EQUIPMENT ON CUSTOMER PREMISES 6
 SECTION 4.07 DAMAGE TO WATER SYSTEM FACILITIES 7
 SECTION 4.08 CONTROL VALVE ON THE CUSTOMER PROPERTY 7
 SECTION 4.09 INTERRUPTIONS IN SERVICE 7
 SECTION 4.10 INGRESS AND EGRESS 7
 SECTION 4.11 RE SALE OF WATER 7
 SECTION 4.12 HEALTH AND SAFETY—DISCONTINUANCE OF SERVICE 7
 SECTION 4.13 BOOSTER DEVICE 7
 SECTION 4.14 CUSTOMER’S FACILITIES 8
 SECTION 4.15 UNAUTHORIZED WATER DISTRIBUTION FACILITIES 8

ARTICLE V. METERS 9
 SECTION 5.01 INSTALLATION 9
 SECTION 5.02 METER INSTALLATIONS 9
 SECTION 5.03 CHANGE IN LOCATION OF METERS 9
 SECTION 5.04 METER READING 9

SECTION 5.05 OBSTRUCTION OF METER..... 9

SECTION 5.06 METER TESTS—DEPOSIT..... 9

SECTION 5.07 ADJUSTMENT FOR METER ERRORS..... 10

SECTION 5.08 METER MAINTENANCE..... 10

SECTION 5.09 METER TEST DEPOSIT, AMOUNT OF..... 10

SECTION 5.10 POLICY ON WATER CONNECTION TRANSFERS..... 10

SECTION 5.11 DEVELOPMENT OF A TRANSFER TRACKING SYSTEM..... 10

SECTION 5.12 EXCLUSIONS FROM THE WATER METER TRANSFER POLICY..... 10

SECTION 5.13 CONDITIONS ON THE TRANSFER OF WATER METERS..... 10

SECTION 5.14 METERS EXISTING IN DISTRICT RECORDS..... 11

ARTICLE VI. CREDIT..... 12

SECTION 6.01 ESTABLISHMENT AND MAINTENANCE OF CREDIT..... 12

SECTION 6.02 APPLICATION OF DEPOSIT TO WATER BILL..... 12

SECTION 6.03 REPLACEMENT OR CHANGE OF DEPOSIT..... 12

SECTION 6.04 RETURN OF DEPOSIT..... 12

ARTICLE VII. BILLING..... 13

SECTION 7.01 BILLING PERIOD..... 13

SECTION 7.02 OPENING AND CLOSING BILLS..... 13

SECTION 7.03 PAYMENT OF BILLS..... 13

SECTION 7.04 COMMENCEMENT OF LIABILITY FOR MONTHLY BASIC CHARGE..... 13

SECTION 7.05 SPECIAL REQUEST BILLING PERIODS..... 13

SECTION 7.06 BILLINGS OF SEPARATE METERS NOT COMBINED..... 13

SECTION 7.07 EXEMPTION FROM LIABILITY FOR BASIC MONTHLY CHARGE DUE TO STORM DAMAGE..... 13

SECTION 7.08 AUTOMATIC TIME EXTENSION..... 14

ARTICLE VIII. DISCONTINUANCE OF SERVICE..... 15

SECTION 8.01 DISCONNECTION FOR NON-PAYMENT..... 15

SECTION 8.02 CHARGES DURING DISCONTINUANCE OF SERVICE..... 15

SECTION 8.03 UNSAFE APPARATUS..... 15

SECTION 8.04 CROSS CONNECTIONS..... 15

SECTION 8.05 FRAUD OR ABUSE..... 15

SECTION 8.06 NON-COMPLIANCE WITH REGULATIONS..... 15

SECTION 8.07 DISCONTINUANCE UPON VACATING PREMISES..... 15

ARTICLE IX. COLLECTION..... 16

SECTION 9.01 PENALTY..... 16

SECTION 9.02 SUIT..... 16

SECTION 9.03 48-HOUR NOTICE..... 16

SECTION 9.04 CHARGE FOR RETURNED CHECK..... 16

SECTION 9.05 INSTALLMENT PAYMENTS, INTEREST..... 16

SECTION 9.06 LIEN PROCEDURE FOR UNPAID CHARGES FOR WATER OR OTHER SERVICES..... 16

SECTION 9.07 DEDUCTING DELINQUENCIES AND OTHER DEBTS FROM DISBURSEMENTS..... 17

SECTION 9.08 TRANSFER OF DELINQUENT ACCOUNT TO ACTIVE ACCOUNT OF SAME OWNER..... 17

SECTION 9.09 COLLECTION OF CURRENT YEARLY AND DELINQUENT CHARGES FOR WASTEWATER
MANAGEMENT SYSTEMS AND SERVICES WITH GENERAL TAXES: AUTHORIZATION..... 18

SECTION 9.10 ADOPTION OF COLLECTION PROCEDURE..... 18

SECTION 9.11 ELECTION BY BOARD OF DIRECTORS TO COLLECT FEES ON TAX ROLL..... 18

SECTION 9.12 WRITTEN REPORT..... 18

SECTION 9.13	PUBLICATION OF NOTICE OF REPORT AND HEARING.	18
SECTION 9.14	MAILED NOTICE.	18
SECTION 9.15	NOTICED PUBLIC HEARING.	19
SECTION 9.16	DETERMINATION BY BOARD.	19
SECTION 9.17	FILING OF REPORT.	19
SECTION 9.18	LIEN.	19
SECTION 9.19	INCLUSION OF CHARGES IN BILLS FOR TAXES.	19
SECTION 9.20	COLLECTION; DELINQUENCY DATE; PENALTY.	19
SECTION 9.21	LIEN; RECORDING, FORCE, EFFECT, AND PRIORITY.	20
ARTICLE X.	COMPLAINTS AND DISPUTED BILLS.	21
SECTION 10.01	REPORT AND ADJUSTMENTS.	21
SECTION 10.02	COMPLAINTS AT BOARD HEARING.	21
SECTION 10.03	DISPUTED BILLS.	21
SECTION 10.04	WATER BILL ADJUSTMENT.	21
ARTICLE XI.	PRIVATE FIRE PROTECTION SERVICE.	23
SECTION 11.01	PAYMENT OF COST.	23
SECTION 11.02	NO CONNECTION TO OTHER SYSTEM.	23
SECTION 11.03	USE.	23
SECTION 11.04	METER RATES.	23
SECTION 11.05	MONTHLY RATES.	23
ARTICLE XII.	RATES AND CHARGES.	24
SECTION 12.01	ESTABLISHMENT OF RATES AND CHARGES.	24
SECTION 12.02	CONNECTION FEE – BEAR CREEK ROAD MAIN EXTENSION.	24
SECTION 12.03	CONNECTION FEE.	24
SECTION 12.04	EXEMPTION.	24
SECTION 12.05	METER INSTALLATION FOR REGULAR WATER SERVICE, CHARGES FOR.	24
SECTION 12.06	WATER CHARGES – REGULAR SERVICE.	25
SECTION 12.07	WATER CHARGES - SURPLUS WATER.	26
SECTION 12.08	ACCOUNT ESTABLISHMENT DEPOSIT AND CHARGE.	26
SECTION 12.09	SIZING OF METERS.	26
SECTION 12.10	CONNECTION CHARGES.	26
SECTION 12.11	WATER METER REVIEW SHEET.	26
SECTION 12.12	CUSTOMER RESPONSIBILITY FOR WORN-OUT METERS.	26
SECTION 12.13	EXCLUSION OF LIABILITY FOR LOSS OR SUPPLY OR PRESSURE.	27
SECTION 12.14	WATER USE.	27
SECTION 12.15	SIGNATURE ON WAIVER.	27
SECTION 12.16	RESIDENTIAL FIRE SPRINKLER SYSTEM.	27
SECTION 12.17	COLLECTION CHARGE.	27
SECTION 12.18	RECONNECTION CHARGE.	28
ARTICLE XIII.	SEWERAGE RULES, REGULATIONS, RATES, AND CHARGES.	29
SECTION 13.01	SERVICE CHARGE.	29
SECTION 13.02	REGULATION OF SEWERAGE DISCHARGE—BEAR CREEK ESTATES.	29
SECTION 13.03	SEWER SERVICE RATES AND CHARGES.	36
ARTICLE XIV.	CONTRACTS AND PURCHASING.	38
SECTION 14.01	GENERAL.	38
SECTION 14.02	PUBLIC NOTICE.	38

SECTION 14.03 LOWEST RESPONSIBLE BIDDER 38

SECTION 14.04 REJECTION OF BIDS. 38

SECTION 14.05 INFORMAL BIDDING PROCEDURE..... 38

SECTION 14.06 FORMAL BIDDING PROCEDURES. 38

SECTION 14.07 WAIVER OF PROVISIONS--\$500 OR LESS 39

SECTION 14.08 SIGNING OF CONTRACTS. 39

SECTION 14.09 PROFESSIONAL, SPECIALIZED, CONSULTANT OR SOLE SOURCE. 39

ARTICLE XV. CROSS CONNECTION CONTROL PROGRAM 40

ARTICLE XVI. WELLS..... 41

SECTION 16.01 PERMIT REQUIREMENT 41

SECTION 16.02 PERMIT PROCEDURE..... 41

SECTION 16.03 EXEMPTION FOR PRE-EXISTING WELLS. 41

SECTION 16.04 WELL FAILURE. 42

SECTION 16.05 RESERVATION OF DISTRICT’S RIGHT TO SERVE PUBLIC. 42

SECTION 16.06 EXPIRATION OF PERMITS..... 42

SECTION 16.07 INVESTIGATION. 42

SECTION 16.08 ORDER TO ABATE NUISANCE. 42

SECTION 16.09 GROUNDWATER EMERGENCY. 43

SECTION 16.10 ENFORCEMENT. 44

SECTION 16.11 VIOLATION A MISDEMEANOR; PUNISHMENT..... 44

SECTION 16.12 CONFLICTS. 44

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Article I. GENERAL PROVISIONS

Section 1.01 Failure to Comply

For the failure of the customer to comply with the provisions of these Rules and Regulations, and any ordinance or resolution adopted pursuant to these Rules and Regulations, or any ordinance, resolution or order fixing rates and charges of this District, a penalty for which has not hereafter been specifically fixed, the customer's service shall be discontinued and water shall not be supplied such customer until the customer has complied with the rule or regulations, rate or charge violated or, in the event that he cannot comply with said rule or regulation, until the District is satisfied that in the future the customer will comply with all the rules and regulations established by these Rules and Regulations, and with all rates and charges of this District. In addition, the customer shall pay the District for renewal of services such sum as the Board of Directors of the District shall by resolution fix.

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Section 1.02 Public Records Request Act

The District will comply with the California Public Records Act, Government Code Section 6250 and following, and with California Civil Discovery Statutes, Section 2016 and following.

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Section 1.03 Removal of Records

No Original, Historical and Archived documents shall be removed from the District offices. Copies, duplicates or reproductions of District records may be released from the District Offices in accordance with these Rules and Regulations, and other applicable law.

Deleted: , regarding the access and availability of District records, and the responsibility to research, identify, produce and copy such records in accordance with applicable law. As set forth in 1.6 above, District records are open and available to the public in accordance with stated regulations. District staff resources are limited and are funded by user charges billed to District customers and taxes assessed on properties within the District. The Board has determined it appropriate to charge and collect a reasonable fee from any person requesting research, identification, production and services in order to recover the estimated costs incurred by the District in responding to such request.

Deleted: District records shall be removed from the District offices without the prior express written approval of the District Manager. Such approval shall authorize the removal of specifically identified documents by an identified person, to a named location for a stated purpose and shall state a return date.

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Section 1.04 Severability

If any section, subsection, paragraph, subparagraph, sentence, clause, or phrase of these Rules and Regulations, is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of these Rules and Regulations, and the Board declares that these Rules and Regulations, and phrases thereof would have been adopted irrespective of the fact that one or more of such sections, subsection, paragraph, sub-paragraph, sentence, clause and phrases thereof would have been adopted irrespective of the fact that one or more of such sections, subsections, paragraph, subparagraph, sentence, clause, or phrase be declared invalid or unconstitutional.

Article II. WATER DISTRICT

Section 2.01 Employees

The Board may authorize the employment of such employees as are reasonably necessary for the proper administration, operation, maintenance and repair of the District water system and to fix the compensation to be paid such personnel.

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<#>The Water District shall include the Board and such positions as the Board may create and fill from time to time. -

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Article III. APPLICATION FOR REGULAR WATER SERVICE

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Section 3.01 Water Service Applicant

Each applicant for regular water service shall be required to sign on a form provided by the District.

Section 3.02 Water Service Application

Each application shall include the following information:

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- (a) Date of application
- (b) Name of applicant
- (c) Street of address of property to be served
- (d) The assessor's parcel number of the property to be served
- (e) Address to which bills shall be mailed
- (f) Applicant's ownership in the property.
- (g) Whether the service is for residential, commercial, industrial or institutional use.

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Section 3.03 Property Owners Responsible for Bills

~~In any instance in which the owner of the premises does not occupy the premises as a use or is not the primary user, the owner of the premises shall, nevertheless, be primarily responsible for service to the property. Bills shall be mailed to the owner at the property owner's address appearing on the application for service or to such other address as the owner may direct in writing. In any event, the owner shall be responsible for all water service to the property owner's premises.~~

Deleted: Property Owner responsible for Bills.

Section 3.04 Applicant's Compliance with Rules and Regulations of District

Such application will signify the customer's willingness and intention to comply with ~~these Rules and Regulations~~, and other ordinances or regulations relating to the regular water service and to make payment for water service required.

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Section 3.05 Application Payment

An application will not be honored unless payment in full has been made for water service previously rendered to the applicant by District.

Section 3.06 Initiation of Service

Upon receiving the application and upon compliance with applicable rules and regulations of the District, for locations with existing service and meter, the District will commence water service upon the payment of a fee to cover the average cost of commencing such service. ~~The current average cost is listed on the published~~

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Schedule or Rates and Charges. Upon receiving the application and upon compliance with other applicable rules and regulations; for locations with no existing service and meter, the District will install a service connection and meter upon payment of fees designed to reimburse the District for the cost of the facilities required.

Section 3.07 Service Installation

Regular water service will be installed at the location determined by the Water District. Service installations will be made only to property abutting on public streets or abutting on such distribution mains as may be constructed in alleys or easements. Applicant shall install a control valve and piping which shall extend to that point on the curb line or property line offering the easiest access to the District from the existing distribution system. The control valve shall be for the purpose of controlling the flow of water to the piping on customer's premises.

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Section 3.08 Private Pressure Regulating Valve

The District shall not be responsible for damage to a customer's piping, appliances and facilities occasioned by excessive or fluctuating pressure. To protect the customer's piping, appliances and facilities against excessive or fluctuating pressure, the applicant may install a pressure regulating valve.

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Section 3.09 Facility Ownership

All facilities installed between the main and meter outlet, including the service connection and meter shall be and shall remain the property of the District and may be accessed, maintained, repaired or replaced by the water District without the consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities. No payment shall be made for placing or maintaining such facilities on private property. The necessary piping and main valve and pressure regulator located beyond the meter outlet shall be the property of the customer and shall be maintained by the customer.

Section 3.10 Application Expiration

Every application for new service shall become null and void 90 days from the date of the application if the applicant fails to complete necessary actions.

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Section 3.11 Appeal of Expired Application

An applicant whose application has been determined by the Water District to have become null and void may appeal such determination to the Board of Directors.

Section 3.12 Handling of Connection Charge

Upon application to the District, and determination by the District that the property for which water service is requested can be served, the District shall place the connection charge into a separate fund. The money shall remain in said fund until it is either 1) refunded to the customer if the application for service is denied,

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withdrawn, or expires, or 2) transferred to the Capital Improvement Fund after the water meter is installed. Interest on any such funds shall be retained by the District.

Section 3.13 Written Request for Setting Meter

The District shall not set the water meter until the applicant has filed with the District a written request for setting the meter.

Section 3.14 Refund Request

Any property owner who has filed an application for water service with the District, paid the connection and installation charges, and the water meter has not been set, may file a request for a refund of the water service connection and installation charges. Said request may be processed administratively by the District Manager if any of the following apply:

- (a) If the property owner filed the application for service and paid the water service connection and installation charges, and the water meter has not been set, before June 19, 1981, the grounds for granting the request for a refund shall be either:
 - (i) Changed physical conditions of the subject parcel which render the parcel undevelopable; or
 - (ii) Changes in Federal, State or local laws or regulations or other governmental actions which significantly affect the development potential of the property in an adverse manner.
- (b) Upon the refund of the connection and installation charges, any and all rights or commitments to applicant's subject property are total abrogated and released.
- (c) If the meter has been set, the property owner may file a request for a hearing regarding a refund of the water service connection charges before the Board of Directors, as follows:
 - (i) The property owner shall file a written request for a hearing addressed to the Board or Directors, submitted to the District at its Main Office Address.
 - (ii) The request should include the name(s) and address(es) of the property owner(s); the address of the property; the Assessor's Parcel No., and a statement of the facts and grounds supporting the request.
 - (iii) The request will be heard by the Board within 45 days following receipt of the request. The District will provide written notice to the property owner of the time, date and place of the hearing at least 10 days in advance of the hearing. At the hearing before the Board, the applicant may present written and/or oral evidence or testimony. The hearing may be continued by the Board to a specified date and time.

Deleted: Any owner of property for which an application for water service has been filed and for which a charge has been paid may file a request for a refund of the water service connection charge. ... [1]

Article IV. GENERAL USE REGULATIONS

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Section 4.01 Number of Services Per Premises.

The applicant may apply for as many services as may be reasonably required for the applicant's premises provided that the pipeline system from each service shall be independent of the others and that they may not be interconnected. The cost of all services over and above the initial service shall be borne by the applicant

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Section 4.02 Supply to Separate Premises.

No more than one premises shall be served from each service connection.

Section 4.03 Supply to Multiple Users.

Separate houses, buildings, living or business quarters, such as motels, mobile home parks and the like, under a single control or management, may be served by any of the following methods:

- (a) Through separate service connections to each or any unit, provided that the pipeline system from each service is independent of the others and that they are not interconnected.
- (b) Through a single service connection to the entire premises.
- (c) In the event that any separate house, building, living or business quarter is severed from the balance of the property, the property so severed shall be required to provide a separate service connection.

The Water District, however, may require individual service connections for each separate house, building, living quarters or business quarter when the Board determines that such a requirement is in the best interest of the District.

Section 4.04 Charges to Multiple Users.

Charges for water service to multiple users may be fixed by the Board by resolution.

Section 4.05 Water Waste.

No consumer shall knowingly permit leaks or waste of water.

Section 4.06 Responsibility for Equipment on Customer Premises.

All facilities installed by the District on private property for the purpose of rendering water service shall remain the property of the District and may be maintained, repaired or replaced by the water department without the consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities. No payment shall be made for placing or maintaining facilities on private property.

Section 4.07 Damage to Water System Facilities.

The customer shall be liable for any damage to the District-owned customer water service facilities when such damage results from causes originating on the premises. The cost for repairing any such damage shall be paid by the customer, and the cost shall be due and payable to the District upon the District's rendering a bill therefor.

Section 4.08 Control Valve on the Customer Property.

The customer shall provide a valve on the customer side of the service installation to control the flow of water to the piping on the customers premises. The customer shall not use the service curb stop to turn water on and off for the customer's convenience.

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Section 4.09 Interruptions in Service.

The District shall not be liable for damage which may result from an interruption in service from a cause beyond the control of the water district. Temporary shutdowns may be made by the water district to maintain the system or to make improvements and repairs. Whenever possible and as time permits, all customers and fire departments affected will be notified prior to making such shutdowns. Affected fire departments will be notified promptly upon restoration of service.

Section 4.10 Ingress and Egress.

Representatives from the water district shall have the right of ingress and egress to the customer premises at reasonable hours for any purpose reasonably connected with the furnishing of water service.

Section 4.11 Resale of Water.

Except by agreement with the District, no customer shall resell any of the water received by him from the District, nor shall such water be delivered to premises than those specified in the application for service.

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Section 4.12 Health and Safety—Discontinuance of Service.

If a condition on the customer's premises is found to be hazardous to the health and safety of the public arising from the use of water, the use and maintenance of any apparatus, appliances, or equipment or otherwise, the water district may discontinue service to such premises without notice. The water district in such event shall make reasonable effort to notify the customer of the discontinuance of service, and corrective actions shall be taken by the customer before service will be restored.

Section 4.13 Booster Device.

The District prohibits the attachment of any booster pump to a service on the customer's side of the meter and the use of any other method whereby the customer's share of available water from the water main to which the meter is attached is increased beyond the amount which would otherwise be delivered through such meter.

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Section 4.14 Customer's Facilities.

The District shall not be responsible for open appliances or faulty fixtures or broken or damaged pipes nor for loss of water beyond the customer's side of the meter outlet.

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Section 4.15 Unauthorized Water Distribution Facilities.

In the event that a District representative identifies unauthorized water distribution facilities or water access facilities that connect to the District water system, or otherwise provide access to, convey or transport District water, a District representative may remove or disable such unauthorized water distribution devices or facilities and may store same at the District Office until such user(s) or customer(s) comply with District rules and regulations and State and local law regulating water services.

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Article V. METERS

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Section 5.01 Installation.

All services shall be metered. A sum of money as set forth in the rate schedules shall be deposited with the District prior to installation of the facilities to pay all of the cost of said installation. Title to the meters shall be held by the District.

Section 5.02 Meter Installations.

The District shall install meters as close to the curb or property line as possible. Exact meter placement shall be at the discretion of the District, taking into consideration such factors as physical features, ease of access, easements and right-of-ways.

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Section 5.03 Change in Location of Meters.

Meters relocated for the convenience of the customer will be relocated at the customer's expense. An advance deposit shall be required for every relocation as listed on the current Schedule or Rates and Charges. Any relocation must be approved by the District Manager. Meters moved to protect the District's property will be moved at the District's expense. Meters shall be relocated only by the water District or under its supervision. By resolution the Board may provide for the customer's paying for a new service if the relocation of the meter exceeds a distance specified in the resolution. This section applies only to the change in location of a meter at a single premise.

Section 5.04 Meter Reading.

Meters will be read monthly,

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Section 5.05 Obstruction of Meter.

It is the responsibility of the customer to maintain clear access to the meter at all times. No earth, rock, pavement, vegetation, construction, appurtenances, vehicle or obstructions of any kind whatsoever shall be allowed to interfere with or obstruct access of District personnel or representatives in the performance of their duties regarding the meter and its appurtenances and District facilities. Violation of this section shall result in District personnel posting on the premises a written notice of violation with directions to correct the problem within five days. Failure to correct the violation within five days after the notice is posted shall result in the District employing whatever alternate means are necessary to proceed with District operations, and all costs incurred plus a ten percent penalty as a result of failure to timely correct the violation and maintain clear access to the District meter shall be charged to the customer.

Section 5.06 Meter Tests—Deposit.

All meters will be tested prior to installation, and no meter will be installed which registers more than two per cent (2%) fast. Any customer may request that the meter serving the customer's premises be tested by the water district. Such

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request shall be in writing and shall be accompanied by a deposit as fixed by the Board by resolution. Upon receipt of such request and the required deposit, the District Manager shall cause the meter to be tested. The customer shall have the right to require the District to conduct the test in the customer's presence, or in the presence of the customer's representative. If the meter is found to register more than two per cent more water than actually passes through it, the deposit will be retained by the District.

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Section 5.07 Adjustment for Meter Errors.

If the meter shall be found to register over two percent more water than actually passes through it, the water bill for the current month shall be adjusted proportionately.

Section 5.08 Meter Maintenance.

The District shall maintain, repair and renew all meters when such maintenance, repair, or renewal is made necessary by reason of normal wear and tear.

Section 5.09 Meter Test Deposit, Amount of.

The meter testing deposits required to be made shall be \$25.00.

Section 5.10 Policy on Water Connection Transfers.

No water service connections or meters shall be transferred from one premises or parcel to another as provided herein.

Section 5.11 Development of a Transfer Tracking System.

The District Manager shall develop and implement a Water Meter Transfer Tracking System in the District.

Section 5.12 Exclusions from the Water Meter Transfer Policy.

No meter shall be transferred if any of the following situations occur:

- (a) A main extension is required.
- (b) Any exceptions to District rules and regulations are required.
- (c) A parcel to which a meter is to be transferred is located in a water connection moratorium area.
- (d) A parcel to which a meter is to be transferred requires a larger meter, a different building zoning, different uses or requirements.
- (e) The parcel from which the meter is to be transferred is developed or has an existing structure which is, or has been served by the meter to be transferred.

Section 5.13 Conditions on the Transfer of Water Meters.

Water meter transfers are subject to the following conditions.

- (f) A customer must file a written request for a water service meter transfer with the Board describing the transfer and the reasons for such a transfer.
- (g) The Board shall consider a maximum of 5 transfers per year and give approval to transfer requests only during July of any year.
- (h) The customer may transfer a water meter service from and to another parcel within the District only if that customer is the owner of record of both parcels.
- (i) In no event shall service be permitted to both the transferor and the transferee parcels at the same time. Upon transfer of the water service meter to a different parcel, all service to the other parcel shall be terminated.
- (j) For parcels that have had their connection transferred away, reinstatement of meters and service connection, meter fees are to be paid according to the current Schedule or Rates and Charges.
- (k) The District Manager shall note on all applications for connections, that the meter may be transferred and the property owner is advised to check with the District to ensure a meter is currently on the parcel.
- (l) All transfers shall be approved only if a document is recorded with the property the meter has been transferred from showing that the meter for the property no longer exists.
- (m) Customers transferring meters shall pay all costs for termination of the old service and installation of the transferred meter in accordance with District rules and regulations, less credit for any previous payments toward installation costs, if the meter has not already been installed.
- (n) Transfers require the installation of the proposed meter to be transferred, and termination of any existing service facilities on the parcel from which the meter was transferred, within 60 days of approval by the Board.

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Section 5.14 Meters Existing in District Records.

Only connections existing in District records shall be honored for transfer by the District. All other parcels not shown in District records as having a water meter connection shall be subject to these Rules and Regulations on Connection fees.

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Article VI. CREDIT

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Section 6.01 Establishment and Maintenance of Credit.

The Board, as prescribed by resolution, may require from each applicant for water service a security deposit in an amount not exceeding one year's charges either from persons receiving water service or from the owners of the property to which or in connection with which water service is rendered. The Board may require a guarantee by the owner of property that bills for service to the property or the occupants thereof will be paid.

Section 6.02 Application of Deposit to Water Bill.

The District may apply, without notice, the amount of any deposit prescribed herein toward the payment of any water bill or other indebtedness which may become past due and owing to the District and to unpaid bills for water service when such service has been discontinued.

Section 6.03 Replacement or Change of Deposit.

The District **Manager** may require, as a condition of service at any time, that the deposit prescribed herein be replaced if the deposit or any part thereof has been applied to the payment of any bill or indebtedness to the District, or may require that the deposit be increased if depleted, found to be insufficient or good cause otherwise exists.

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Section 6.04 Return of Deposit.

The deposit made by any applicant or property owner may be refunded upon discontinuance of service, the District shall refund any balance in the customer's deposit in excess of unpaid bills or other indebtedness to the District.

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Article VII. BILLING

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Section 7.01 Billing Period.

The regular billing period will be monthly.

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Section 7.02 Opening and Closing Bills.

Opening and closing bills for less than the normal billing period shall be pro-rated both as to the basic charges and quantity charges

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Section 7.03 Payment of Bills.

Bills for water service shall be made available electronically, mailed or delivered to each customer as soon as convenient after the reading of the meter. Bills shall be payable upon presentation.

Section 7.04 Commencement of Liability for Monthly Basic Charge.

The applicant shall become a customer of the District and shall become liable for and shall be billed for the basic monthly charge from the date that the water meter is set.

Section 7.05 Special Request Billing Periods

Whenever a customer desires a billing at a time other than the normal billing period, the customer requesting the bill shall pay to the Water District an advance fee of \$20.00. The District shall read the meter, calculate the bill to the date read, and mail a bill marked "mid-term billing" to the customer. The special billing would appear on the owner's account, and would show as a prior balance if not paid. The owner of the property is responsible for this bill, as other bills.

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Section 7.06 Billings of Separate Meters Not Combined.

Separate bills will be rendered for each meter installation except where the water district has, for its convenience, installed two or more meters in place of one meter.

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Section 7.07 Exemption from Liability for Basic Monthly Charge Due to Storm Damage

A property owner may file a statement with the District stating that their structure cannot be occupied due to damage resulting from storm events or other natural disasters. Said statement shall be filed within 120 days of the cause of occurrence.

Upon making findings and determinations that the customer's structure cannot be occupied as a result of a natural disaster, the District Manager may determine that the customer is exempt from the basic monthly charge. Exemption will be allowed for a period of up to 3 years from the date of determination or until the customer requests continuance of service, whichever occurs first.

No customer shall at any time, in any manner, obtain water from the service connection while exempt from the liability of the basic monthly charge. The District

may lock or remove the meter to protect the District against fraud or abuse. Should the customer not repair or replace the damaged structure or request continuance of service within the time allowed, the service shall be considered vacated.

Section 7.08 Automatic Time Extension

The time limit for exemption from liability for basic monthly charge under these Rules and Regulations shall be automatically extended for the number of days the property owner is in litigation with the County regarding issuance of approvals to rebuild the structure, or with the property insurer regarding coverage of the loss, but not the monetary amount of the loss.

"Litigation" means an actual suit in Superior Court of U.S. District Court.

"In Litigation" is time litigation is continuously pending, and starts the day when suit is actually filed and ends when judgment is entered, dismissal is filed with the Court Clerk, or a preliminary injunction is issued. No appellate time, whether or not a stay is obtained, pre-filing time, or breaks in pendency will be counted.

Litigation shall not revive a statement-filing period which has expired. Any owner shall have not less than 10 District working days to file a claim after a matter is no longer in litigation.

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Article VIII. DISCONTINUANCE OF SERVICE

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Section 8.01 Disconnection for Non-Payment.

Service may be discontinued for non-payment of a bill for water service, if the bill is not paid within thirty (30) days after presentation. At least five days prior to such discontinuance the customer will be sent a final notice informing such customer that discontinuance will be enforced if payment is not made within the time specified in such notice. The failure of the District to send or the failure of any person to receive such notice shall not affect the District's powers hereunder.

Section 8.02 Charges During Discontinuance of Service.

After discontinuance of water service for violation of a San Lorenzo Valley Water District **Rules and Regulations**, the customer shall pay to the District a Turn-Off Charge of \$20.00 each time the customer violates **these Rules and Regulations** after that customer's water has been turned off.

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Section 8.03 Unsafe Apparatus.

Water service may be refused or discontinued to any premises where apparatus or appliances are in use which may endanger or disturb the service to other customers

Section 8.04 Cross Connections.

Water service may be refused or discontinued to any premises where there exists a cross connection in violation of **these Rules and Regulations**, State or Federal laws.

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Section 8.05 Fraud or Abuse.

Service may be discontinued if necessary to protect the District against fraud or abuse.

Section 8.06 Non-compliance with Regulations.

Service may be discontinued for non-compliance with **these Rules and Regulations**, or any other ordinance or regulations relating to the water service.

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Section 8.07 Discontinuance Upon Vacating Premises.

Customers desiring to discontinue service shall notify the District reasonably well in advance of the desired date of discontinuance. The customer shall be required to pay all water charges until the date of discontinuance. At the time of discontinuance, the meter will be read and a closing bill rendered. Unless discontinuance of service is ordered, the customer shall be liable for charges whether or not any water is used.

Article IX. COLLECTION

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Section 9.01 Penalty.

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Penalties shall be established by Resolution for unpaid rates and charges.

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Section 9.02 Suit.

All unpaid rates, charges and penalties may be collected by suit.

Section 9.03 48-Hour Notice.

If an employee is dispatched to leave a 48-hour notice due to non-payment, failure to sign up for service, a returned check on water bill or sewer bill, or any other reason, but prior to the actual disconnection of the service or the District receives payment of the delinquent bill, the customer shall pay to the District a charge of \$20.00

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Section 9.04 Charge for Returned Check.

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For any check tendered to the District in payment of rates or charges under these Rules and Regulations which is returned by the bank upon which it is drawn because of insufficient funds, no account, or other similar reason, the person on whose account such check was tendered shall pay a handling charge of \$10.00 in addition to any other penalties provided by law, and any charges imposed by a bank n the District's account. Written notice will be sent to the customer to pay the returned check and the \$10.00 charge within ten days, either by cash or certified check. After the ten days have expired, the procedure for the 48-hour notice and discontinuance of service shall apply.

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Section 9.05 Installment Payments, Interest.

The manager may enter into an arrangement with any customer against whom there are unpaid rates, charges, and penalties whereby the customer may p ay such unpaid rates, charges and penalties in installments, provided such unpaid rates, charges and penalties are paid within twelve (12) months from the date of delinquency and provided that there shall be included in the installments interest on such unpaid rates, charges and penalties at the rate of ten percent (10%) per annum from the date of delinquency. The provisions of this section shall not be in lieu of other procedures contained in the District's rules and regulations for the collection of delinquencies, but shall be an additional and separate procedure for collection unpaid rates, charges, and penalties.

Section 9.06 Lien Procedure for Unpaid Charges for Water or Other Services.

Pursuant to California Water Code, if there are delinquent and unpaid charges for water and other services that remain delinquent and unpaid for sixty (60) days or more, the District may proceed to collect those charges by recording a lien upon the real property as set forth herein.

- (a) Notice of Delinquent and Unpaid Charges to Holder of Title to Land. The District shall notify the holder of title to land whenever delinquent and unpaid charges for water or other services which could become a lien on such property pursuant to [these Rules and Regulations](#) and California Water Code remain delinquent and unpaid for sixty days.
- (b) Annual Statement of Delinquent Charges to County for Collection With Taxes—Lien on Real Property. If there are delinquent and unpaid charges for water or other services that remain delinquent and unpaid for sixty days or more, the Board of Directors shall, annually, on or before August 1st of each year, furnish to the County Board of Supervisors and to the Auditor, a written statement of those charges that remain delinquent and unpaid for sixty days or more on July 1st of each year. The amount of any charges for water and other services included in said statement shall be added to and become a part of the annual taxes next levied upon the property which is delinquent, and shall constitute a lien on that property as of the same time and in the same manner as does the tax lien securing such annual taxes.
- (c) Certificate Against Person Liable for Charges: Lien Against that Person's Real Property (Renters). In addition to furnishing an annual statement of unpaid and delinquent charges to the County for collection with the annual property taxes, the District may secure the amount of unpaid charges at any time by filing for record in the office of the County Recorder a certificate specifying:
- (i) The amount of such charges.
 - (ii) The name and address of the person liable therefor.
- (d) From the time of recordation of the certificate, the amount required to be paid together with interest and penalty constitutes a lien upon all real property in the County owned by the person or acquired by him at any time before the lien expires. The lien has the force, priority and effect of a judgment lien and shall continue for ten years from the date of the filing of the certificate unless sooner released or otherwise discharged.

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Section 9.07 Deducting Delinquencies and Other Debts from Disbursements.

Whenever a person has incurred any delinquency, debt, or other financial obligation to the District for any District services rendered or materials or equipment supplied, the amount of such obligation due the District may be deducted from any deposits, credits, refunds or other disbursement from the District to such person, at the discretion of the District Manager.

Section 9.08 Transfer of Delinquent Account to Active Account of Same Owner.

If a District customer receives water or sewerage services at more than one location and has more than one account with the District and if such customer terminates one customer leaves an account with a balance owing and

subsequently desires to open a new account with the District, such balance owing or such delinquency may be transferred to any other new or active service account held by the same customer.

[Section 9.09 Collection of Current Yearly and Delinquent Charges for Wastewater Management Systems and Services with General Taxes: Authorization.](#)

Health and Safety Code and the Water Code authorize the District to prescribe and collect fees and charges for sanitation and sewerage facilities and services, and further provide for the collection of current yearly and delinquent charges with general taxes as set forth herein, as an alternative to any other collection procedure.

[Section 9.10 Adoption of Collection Procedure.](#)

The procedure for the collection of current yearly and delinquent charges for wastewater services with general taxes as an alternative collection method as set forth in the Health and Safety Code is hereby adopted by the Board of Directors of the San Lorenzo Valley Water District and made a part of [these Rules and Regulations](#).

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[Section 9.11 Election by Board of Directors to Collect Fees on Tax Roll.](#)

The Board may, by ordinance or resolution approved by a two-thirds vote, elect to have current yearly and delinquent charges and fees for the sanitation and sewerage facilities and services collected on the County tax roll together with general taxes.

[Section 9.12 Written Report.](#)

As required by Health and Safety Code, if the Board elects to implement the described collection procedure, it shall require a written report to be prepared each year and filed with the District Secretary, which shall contain a description of each parcel of real property receiving such services and facilities and the amount of the charge which is current yearly and delinquent for each parcel for the year computed, in conformity with the District [Rules and Regulations](#), or resolutions fixing such charges.

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[Section 9.13 Publication of Notice of Report and Hearing.](#)

The District Secretary shall cause notice of the filing of said report and of the time and place of the hearing thereon to be published pursuant to Government Code 6066, once a week for two successive weeks prior to the date set for hearing, in a newspaper of general circulation within the county.

[Section 9.14 Mailed Notice.](#)

Before collecting such charges on the tax roll for the first time, the District Secretary shall cause a written notice of (1) the filing of the written report; (2) the proposed collection of the charges with the general taxes and (3) the time and place of the public hearing on the report and collection to the person named on the last equalized

assessment roll available at the address shown or as known to the Secretary. If the Board adopts the report, then the requirements for written notice shall not apply to hearings on reports prepared in subsequent fiscal years and notice by publication shall be adequate.

Section 9.15 Noticed Public Hearing.

At the notice of public hearing, the Board shall hear and consider all objections or protests, if any, to said report and may continue the hearing from time to time. If the Board finds that protest is made by the owners of a majority of separate parcels of property listed in the report, then the report shall not be adopted and the charges shall be collected by alternate methods.

Section 9.16 Determination by Board.

Upon conclusion of the hearing, the Board may adopt, change, reduce, or modify any charge or overrule any or all objections and shall make its determination on each charge as described in said report which determination shall be filed.

Section 9.17 Filing of Report.

On or before the tenth day of August of each year following such final determination, the District Secretary shall file with the County Auditor a copy of said report with a statement signed by the Secretary that the report has been finally adopted by the Board of Directors. The County Auditor shall enter the amount of the charges against the respective lot or parcels of land as they appear on the current assessment roll. Where any such parcels are outside the boundaries of the District, they shall be added to the assessment roll of the District for the purpose of collecting such charges. If the property is not described on the roll, the auditor may enter the description thereon together with the amounts of the charges, as shown on the report.

Section 9.18 Lien.

Except as provided in Health and Safety Code 5473.8 regarding bona fide purchasers for value without prior recorded notice, the amount of the charges shall constitute a lien against the lot or parcel of land against which the charge has been imposed as of noon on the first Monday in March immediately preceding the date of levy.

Section 9.19 Inclusion of Charges in Bills for Taxes.

The tax collector shall include the amount of the charges on bills for taxes levied against the respective lots and parcels of land.

Section 9.20 Collection; Delinquency Date; Penalty.

Thereafter the amount of the charges shall be collected at the same time and in the same manner and by the same persons as, together with and not separately from, the general taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties. All laws applicable to the levy, collection and enforcement of general taxes are applicable to such charges.

Section 9.21 Lien; Recording, Force, Effect, and Priority.

Charges for services and facilities furnished by the District shall constitute a lien against the lot or parcel of land against which the charge was imposed if said charges remain delinquent for a period of 60 days, and the District shall include a statement to each property owner which shall notify the property owner of the lien provided by this section for delinquent payment of charges. The lien provided herein shall have no force or effect until recorded with the County Recorder, and when so recorded shall have the force, effect and priority of a judgment lien, and continue for three years from the time of recording unless sooner released or otherwise discharged.

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Article X. COMPLAINTS AND DISPUTED BILLS

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Section 10.01 Report and Adjustments.

Customer complaints regarding water service or disputes regarding the correctness of a bill for water service shall be directed to the District Manager for consideration and adjustment.

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Section 10.02 Complaints at Board Hearing.

If a customer is unable to resolve their complaints through discussion with the District Manger, the customer may either submit their complaint in writing with a full and detailed explanation to the Board, or the customer may appear in person before the Board at any regular meeting.

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Section 10.03 Disputed Bills.

If a resolution to a disputed bill cannot be reached between the customer and the Manager, the customer within twenty (20) days after the bill becomes due and payable may deposit with the District the amount of the disputed bill, together with a full explanation of the dispute. The remittance so deposited shall be made payable t the District, and the District shall be notified that the deposit is against a disputed bill. At its regular meeting following receipt of the deposit, the Board will hear the dispute and will render its decision thereon. The hearing for good cause may be continued to the next regular meeting of the Board. Service will not be discontinued pending the outcome of the hearing, provided that subsequent bills are paid or the amount thereof deposited unconditionally with the District.

Section 10.04 Water Bill Adjustment

A customer may request in writing an adjustment on their water bill, stating that the bill for water service was excessive due to the loss of water beyond the meter outlet as a result of a faulty fixture or broken or damaged pipe. Upon making a finding and determination that the customer's bill for water service is excessively high, that the customer exercised timely and reasonable diligence in correcting the problem which resulted in excessive water consumption, and that the consumption could have reasonably gone unnoticed, the District Manager may authorize adjustment of the customer's bill.

Whenever the District approves a customer's request for adjustment due to loss of water beyond the meter, the consumptive tier charge applicable to the last unit of usage for the customer's annual average monthly usage shall be utilized and applied to all units of consumption in excess of the customer's monthly annual usage.

The customer's actual total water charges due the District for said period will be recalculated based upon the aforementioned procedure. The customer's bill shall be adjusted by 50% of the usage in excess of the customer's annual average

monthly usage. Excluded from the adjustment will be any and all amounts in excess of \$2,500.

Said adjustment may only be administered one time per customer account and may only be applied to one billing period. In addition, the District Manager may enter into an arrangement for repayment of such excessive bill, providing all unpaid charges are paid within 24 months. The customer shall pay the adjusted water bill.

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Article XI. PRIVATE FIRE PROTECTION SERVICE

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Section 11.01 Payment of Cost.

The applicant for private fire protection service shall pay the total actual cost of installation of the service from the distribution main to the customer's premises including the cost of a detector check, meter or other suitable and equivalent device, valve and meter box, said installation to become the property of the District.

Section 11.02 No Connection to Other System.

There shall be no connections between this fire protection system and any other water distribution system on the premises.

Section 11.03 Use.

There shall be no water used through the fire protection service except to extinguish accidental fires and for testing the fire equipment.

Section 11.04 Meter rates.

Any consumption of water recorded on the meter will be charged for at such rates as the Board may fix by resolution, except that no charge will be made for water used to extinguish accidental fires where such fires have been reported to the fire department.

Section 11.05 Monthly rates.

The monthly rates for private fire protection shall be established by the Board.

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Article XII. RATES AND CHARGES

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Section 12.01 Establishment of Rates and Charges.

The Board may by resolution establish the rates and charges for all services which the District is authorized to furnish. Such rates and charges shall be fixed to apply uniformly throughout the District or within areas within the District according to the circumstances that prevail in such areas.

Section 12.02 Connection Fee – Bear Creek Road Main Extension

The District has installed and paid for a water main extension in Bear Creek Road commencing approximately 2,950 feet from Highway 9 and extending to the entrance of Bear Creek Estates Subdivision, thereby increasing the service area of the District. In addition to all other regular charges for service connections prevailing from time to time, charges based upon meter size as shown on the District's most current Schedule of Rates and Charges as 'Bear Creek Road Main Extension Connection Fees' shall be paid upon application for any service connections made to or served by the said water main extension, except connections made to the Bear Creek Estates distribution system.

Section 12.03 Connection Fee

Each applicant for new water service connection shall pay a connection fee to the District at the time of filing an application for water service based upon the size of the meter to be installed according the District's most current Schedule of Rates and Charges.

No application for a new water service shall be deemed complete until the connection fee is paid to the District. The connection fee shall be in addition to the charge for the installation of water service and private fire protection service and other pre-connection charges established by the Board of Directors.

Section 12.04 Exemption

No applicant for new water service connection shall be exempt from the payment of the connection fee unless specifically exempted therefrom by resolution of the Board of Directors. Such exemption shall be granted only upon a finding by the Board of Directors that facilities or other consideration are furnished to the District in lieu of the capital costs component upon which the connection fee is based.

Section 12.05 Meter Installation for Regular Water Service, Charges For

The charges for setting meters for regular water service are established as shown on the District's most current Schedule of Rates and Charges.

The District shall install the meter at cost. Where the cost is greater than the deposit, the Applicant shall pay the District the balance. Where the deposit is greater than the cost, the District shall refund the remaining amount.

Section 12.06 Water Charges – Regular Service

- (a) The standard minimum monthly fixed water charge per meter shall be as shown on the District's most current Schedule of Rates and Charges.
- (b) Each residential dwelling unit receiving water service from the District shall have metered water service which shall be sized in accordance with District standards.
- (i) Definition – For purposes of this section, a residential dwelling unit is defined as each structure or unit within a structure which is designed, constructed or used for human habitation and which is improved with cooking facilities and permanent connections to sanitation facilities and has an area for sleeping. Examples of residential dwelling units include a single family residence, each apartment within an apartment building, each unit of a duplex, each mobile home unit or trailer unit within a mobile home park or trailer park, a cabin and a trailer. This definition does not include recreational vehicles designed and used for intermittent recreational use. However, if a recreational vehicle or similar unit is actually used as a permanent dwelling unit and otherwise meets the definition herein, it shall be charged as a residential dwelling unit.
- (c) Each parcel improved with one or more residential dwelling units shall have a water meter sized in accordance with District standards.
- (d) Each parcel improved with one or more residential dwelling units shall be required to have a separate meter for each dwelling unit.
- (e) A customer who is dissatisfied with the determination of the District Manager regarding the classification of a structure or a recreational vehicle as a residential dwelling unit may appeal that determination to the Board of Directors.
- (f) The owner of a parcel which is improved with two or more residential dwelling units may appeal the water meter size requirements set forth in this section on the grounds that: The additional unit or units is/are used or occupied fewer than forty days per year; and such use is limited to personal guests of the occupants of the main unit; and that such additional units are not let, leased or rented. An application for a variance shall be filed pursuant to the appeal procedure set forth in this section. The Board of directors may grant such a variance, with conditions, including time limitations, and may also revoke such variance for good cause. The Board of Directors shall set an annual review date of the first meeting in November of each year to consider expirations, new applications and applications for renewal of such meter size variances. This review date is not exclusive, and the Board may schedule additional hearings on variations as appropriate.

Section 12.07 Water Charges - Surplus Water

Fixed charges and unit charges for surplus water shall be established by the Board of Directors from time to time.

Section 12.08 Account Establishment Deposit and Charge

A non-refundable account establishment deposit of \$40.00 shall be required when setting up a new account.

The account establishment deposit shall be held by the District until the property is transferred and the account is closed, at which time the deposit will be applied to the closing bill. Interest on such deposit, if any, shall accrue at the same rate of other District investments.

The account establishment deposit shall be \$15.00 if the applicant opening the account has another account with the District which is active and current.

Section 12.09 Sizing of Meters

Meters shall be sized on a fixture unit basis. Fixture units shall be counted as provided in the most currently adopted Uniform Plumbing Code of the State of California (UPC). Water supply outlets for items not listed within the UPC shall be computed at their maximum demand. The total equivalent fixture units on the actual installation shall be added up and the meter shall be sized in accordance with District Standards.

Applicants shall provide plans to the District showing the fixture units anticipated for the house. Should the final count of actually installed fixture units be greater than those anticipated, then the actually installed units shall be the basis for sizing of the meter and paying connection fees.

Section 12.10 Connection Charges

Connection charges shall be based upon the size of the meter determined by the District. Connection charges for Residential Fire Sprinkler Systems shall be equal to the meter size excluding the count of fixture units for the fire sprinklers. Existing domestic services shall pay additional connection charges if a fixture unit count of all fixtures attached to the meter requires a larger meter, excluding the count of fixture units for fire sprinklers.

Section 12.11 Water Meter Review Sheet

The District will prepare water meter review sheets for any proposed fire sprinkler system in combination with a domestic service. The District will deny those systems which exceed the capabilities of the District's infrastructure in any particular area. The applicant may appeal a denial to the Board of Directors.

Section 12.12 Customer Responsibility for Worn-out meters

All District customers, regardless of whether they have combined fire sprinklers and domestic systems, or simply domestic systems, are responsible for the entire

cost of replacing undersized meters worn-out due to excessive flows; either intermittent or continuous. The District shall accumulate the costs of replacing a worn-out meter and shall charge the customer the cost that has been incurred. Larger meters installed due to higher flows shall pay additional connection charges for the increase in meter size.

Section 12.13 Exclusion of Liability for Loss or Supply or Pressure

An applicant requesting service shall indemnify and hold the District, its officers and employees harmless from any claims that may result from the failure to supply adequate flow, adequate pressure or the changing of the District's system operation which might affect either the fire or domestic service. Additionally, any losses that might occur due to such an effect will also be excluded from recovery.

Section 12.14 Water Use

The customer is responsible for all charges resulting from water going through the meter regardless of its ultimate use.

Section 12.15 Signature on Waiver

All applicants for service shall sign a waiver informing them that the District is not responsible for delivering adequate water supply, adequate pressure or maintaining connections within certain pressure zones and that the District will not be responsible for any damages due to the failure of any private fire system.

Section 12.16 Residential Fire Sprinkler System

A residential fire sprinkle system up to a one-inch meter sizing may be installed in conjunction with a domestic service through a single service line supplying a new residential dwelling. All fire sprinkler systems above the size of one-inch meter size shall be installed in accordance with current District Standards.

The charges for installation of a joint domestic and residential fire protection service shall be at the actual cost to the District. The applicant shall place a deposit with the District. The amount of deposit shall be determined by the District Manger based on specific conditions of the installation. Costs exceeding the deposit shall be paid to the District by the applicant prior to receiving service. Any deposit money remaining after installation will be refunded to the applicant. Upon request, the District will provide a detailed cost breakdown for the installation of a residential fire sprinkler service.

Section 12.17 Collection Charge

If an employee is dispatched to discontinue water service for non-payment of a water bill or sewer bill, but prior to the actual disconnection of the service the District receives payment of the delinquent bill, the customer shall pay the sum of \$20.00 in addition to the tendered payment of the delinquent bill.

Section 12.18 Reconnection Charge

After a discontinuance of water service for violation of these Rules and Regulations or any other ordinance or resolution, the customer shall pay to the District a reconnection charge of \$40.00 to reconnect water service.

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Article XIII. SEWERAGE RULES, REGULATIONS, RATES, AND CHARGES

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Section 13.01 Service Charge

The charge for sewerage service within the service area of the Bear Creek Estates Sewage Treatment Plant is \$45.00 per month.

Section 13.02 Regulation of Sewerage Discharge—Bear Creek Estates

(a) Purpose. The purpose of these Rules and Regulations is to control and regulate sewage, liquid waste and industrial waste discharges into the sewerage system and treatment facilities of Bear Creek Estates Units 3, 4, and 5 and maintained by the San Lorenzo Valley Water District so the operations of and discharges from the sewerage system comply with all applicable State and Federal laws and regulations, including but not limited to the provisions of the federal Clean Water Act and the Porter-Cologne Water Quality Control Act, as implemented and enforced by the Central Coast Region Regional Water Quality Control Board.

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(b) Scope. These wastewater discharge Rules and Regulations sets uniform requirements for all waste discharges into the wastewater collection and treatment system and enables the San Lorenzo Valley Water District to comply with the administrative provisions of the Clean Water Grant regulations. The water quality requirements are set by the Regional Water Quality Control Board and the applicable effluent limitations, national standards of performance, toxic and pretreatment effluent standards, and any other discharge criteria which are required or authorized by State or Federal law, and are to derive the maximum public benefit by regulating the quality and quantity of wastewater discharged into those systems. These Rules and Regulations provides for the establishment of a surveillance and enforcement procedure to control the discharge of quality and quantity of certain wastes. Revenues derived from the costs required by these Rules and Regulations shall be used to defray the District's cost of conducting operation and maintenance of the system. The provisions of these Rules and Regulations shall apply to the discharge of all wastes to a public sewer of the San Lorenzo Valley Water District's Bear Creek Estates Units 3, 4, and 5 wastewater treatment facility.

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(c) Policy. The San Lorenzo Valley Water District protects the health, welfare and safety of the local residents by constructing, operating and maintaining a system of local sewers and laterals, trunk sewers and interceptors, and liquid waste treatment and disposal facilities that service the homes of residents in Bear Creek Estates Units 3, 4, and 5. The following basic policies apply to sewage and liquid waste discharged into the sewerage system provided such wastes will not:

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- (i) Contain toxics or other pollutants in amounts of concentration that endanger public health.
- (ii) Detrimentially affect the local environments;
- (iii) Create nuisances such as odors, insects, etc.
- (iv) Endanger the physical integrity of the treatment works;
- (v) Impose excessive collection, treatment or disposal costs on the District;
- (vi) Significantly interfere with wastewater treatment processes; or
- (vii) Cause violation of effluents or water quality limits and quantity requirements hereinafter established.
- (viii) The highest and best use of the sewerage system is the collection, treatment, and reclamation or disposal of domestic sewage. The use of the sewerage system for industrial waste discharges is strictly forbidden by these Rules and Regulations. Users of the system will be required to comply with requirements as established by (1) The Environmental Protection Agencies of the United States; (2) State, Regional Water Quality Control Board, Central Coast Region; (3) Santa Cruz County, and (4) San Lorenzo Valley Water District when discharging sewage and/or applying for approval to hook up a new home to the system and begin the discharge of sewage to the system.
- (d) Inspection. Water District inspectors or other authorized personnel shall identify themselves when entering any property for inspection purposes or when inspecting the work of any contractor. Inspection of every facility that is involved with the discharge of waste to the sewage collection and treatment facilities may be made by the District Manager or the Manager's representative. Inspections may be made to determine that such facilities are maintained and operated properly and are adequate to meet the provisions of these Rules and Regulations. Access to all facilities connected to the sewerage system shall be given to authorized personnel at all reasonable times or at other times when occasioned by emergency conditions. No person shall interfere with, delay, resist or refuse entrance to an authorized inspector attempting to inspect any waste generation, conveyance or treatment facility connected to the sewerage system.
- (e) Enforcement of Rules and Regulations. An authorized representative of the Water District may issue a Notice of non-Compliance/Order to Correct, or a Notice of Violation. A Notice of Non-Compliance/Order to Correct requires the party in violation to correct the identified non-compliance within 30 days, or as determined by the Water District. If at the end of that time the non-compliance condition has not been corrected to the District's requirements, a Notice of Violation will be issued.

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Deleted: The District Manager shall administer, implement and enforce all the provisions of this Ordinance, Ordinance 41, 42, and Article 10 as may be deemed applicable by the District Engineer. Any powers granted to or duties imposed upon the District Manager may be delegated by him to persons acting in the beneficial interest of or in the employ of the District

(f) Penalty for Violations. Any person who knowingly makes any false statement, representation, record, report, plan, or other document filed with the Regional Water Quality Control Board and/or the State Water Resources Control Board, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required by the laws of the State of California shall be punished by a fine of not more than ten thousand dollars (\$10,000) or by imprisonment in a county jail for not more than six months or by both. Upon issuance of a Notice of Violation the District will begin charging penalties as specified below. Additionally, discontinuance of Service may be enforced.

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Any person who willfully or negligently discharges pollutants except as allowed by waste discharge requirements or who willfully or negligently violates any effluent standard, water quality related effluent standard, national standard of performance, toxicity, or who violates any cease and desist order, prohibition, or waste discharge requirements shall be punished by a fine of not more than twenty-five thousand (\$25,000) nor less than two thousand five hundred (\$2,500) for each day in which such violation occurs, or by imprisonment for not more than one year in the county jail, or by both. If the conviction is for a violation committed after a first conviction of such person under this section, punishment shall be by a fine of not more than fifty thousand dollars (\$50,000) for each day in which such violation occurs, or by imprisonment for not more than two years in the county jail or both.

In the event of such violation, the District shall, upon authorization of its Board of Directors, petition the superior court to impose, assess, and recover such sums.

(a) Notice. Whenever the District Manager finds that any person has violated or is violating these Rules and Regulations, or any prohibition, limitation, or requirement contained herein, the District Manager may serve upon such person a written notice stating the nature of the violation and providing a reasonable time, not to exceed thirty (30) days for the satisfactory correction thereof. Such notice shall be served in person or by registered or certified mail. If served by mail, the notice shall be sent to the last address known to the District. Notice shall be deemed to have been given at the time of deposit, postage prepaid, in a facility regularly serviced by the United States Postal Service.

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(b) Time Limits. Any time limit provided in any written notice or in any provision of these Rules and Regulations shall be extended only by a written direction of the District Manager.

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(c) Establishment of Rules and Regulations. The District Manager is hereby authorized and empowered to adopt such rules, regulations and standards as may be deemed reasonably necessary to protect the District sewerage facilities, to control and regulate the proper use thereof; provided, however, that the terms and provisions of such rules and regulations shall be promulgated in a manner best directed to result in the uniform control of the

sewerage systems within the District. District Manager shall, from time to time as he deems necessary, prepare additional rules and regulations as to the quality of the sewage or liquid waste discharged to the sewerage facilities of the District, and act to modify or amend such existing rules and regulations as he deems necessary. A discharger shall have the right to appeal any rule, regulation or standard on the grounds of extreme hardship, before the Board of Directors.

- (d) Reconsideration and Appeal Procedures. If the ruling made by the District Manager is unsatisfactory to the person requesting reconsideration, the person may make a written appeal to the Board of Directors within 45 days after notice of the action taken by the District Manager. The written appeal shall state all the pertinent aspects of the matter. Within forty-five days after the written appeal is received, the Board of Directors shall hold appear personally or through counsel, cross examine witnesses, and present evidence in their own behalf. Notice of the hearing shall be given at least fifteen days prior to the date of the hearing. Within 45 days after the hearing is closed, said Board of Directors shall make a final ruling on the appeal.
- (e) Payment of Charges and Delinquencies. All fees and charges made pursuant to the provisions of these Rules and Regulations and the approved Schedule of Fees are due and payable upon receipt of notice thereof. All such charges shall be and become delinquent twenty days after mailing or delivering notice thereof to the mailing address of the person subject to charges. All delinquent charges shall be deemed a violation of these Rules and Regulations and each day any such charge remains delinquent shall be deemed a separate violation. Discontinuance of Service will be enforced.
- (f) Recording of Fees and Charges. The District shall keep a permanent and accurate account of all fees and charges received under these Rules and Regulations, giving the names and addresses of the persons on whose accounts the fees and charges were paid, the date and amount thereof, and the purpose for which charges were paid.
- (g) Unless otherwise provided herein, whenever the fee and charges required by these Rules and Regulations are based on estimated values or estimated quantities, the District Manager shall make such determination in accordance with established estimating practices.
- (h) Any charge that becomes delinquent shall have added to it a basic penalty charge equal to ten (10) percent of the charge that became delinquent and thereafter an additional penalty shall accrue on the total charge due, including the ten percent basic penalty, at the rate of one-half of one percent (0.5%) per month until paid in full.
- (i) Collection. Upon direction of the Board of Directors any delinquent charge and all penalties including court costs and legal fees thereon, shall be

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collected by lawsuit in the name of the District. Any such action for collection may include an application for an injunction to prevent repeated and reoccurring violations of [these Rules and Regulations](#).

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- (j) Malicious Damage to Sewerage Facilities. Any unauthorized entering, breaking, damaging, destroying, uncovering, defacing or tampering with any structure, equipment or appurtenance which is a part of the District sewerage system shall be a violation of [these Rules and Regulations](#), and subject to prosecution under applicable laws.

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- (k) Prohibited Waste Discharges. The constituents prohibited by [these Rules and Regulations](#) provide specific limits are established. In some cases, the concentration or amount of any particular constituents which will be judged to be excessive or unreasonable cannot be foreseen but will depend on the results of technical determinations relating to the particular situation and the actions of regulatory agencies. No discharger shall discharge or cause to be discharged to a public sewer, which connects to the District sewerage system, the following wastes:

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- (i) Any explosive mixtures, i.e. liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious to the sewerage facilities or the operation of the system. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, ethers, and peroxides.
- (ii) Any toxic substances in amounts exceeding standards promulgated by the Administrator of the United States Environmental Protection Agency pursuant to Section 307(a) of the [Clean Water Act](#) and chemical elements or compounds phenols, or other taste or odor-producing substances, which may cause public nuisance or hazardous conditions to occur in the sewerage system, or any other substances which are not susceptible to treatment or which may interfere with biological processes or efficiency of the treatment system or that will pass through the system or which may cause abnormal increase in the operation costs of the treatment system.
- (iii) Any waste which will cause corrosion or deterioration of treatment system. All wastes discharged to the public sewer system must have a PH value not less than 6.5 and not more than 8.4 standard units. Prohibited materials include, but are not limited to, acids, caustics, sulfides, concentrated chloride and fluoride compounds, and substances which will react with water to form acidic products.
- (iv) Solid or viscous wastes which will or may cause obstruction to the flow in a sewer, or otherwise interfere with the proper operation of the wastewater treatment system. Prohibited materials include, but are not limited to, grease, un-comminuted garbage, animal guts or tissues, paunch manure,

bones, hairs, hides or flesh, entrails, whole blood, feathers, ashes, cinders, sand spent lime, stone, or marble dust, polishing compounds, resin beads, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, and similar substances.

- (v) Any unpolluted water including, but not limited to, water from swimming pools or spa systems or storm water origin, which will increase the hydraulic load on the treatment system.
- (vi) Oil and grease concentrations.
- (vii) Any garbage that is not ground sufficiently to pass through a 1/2" screen.
- (viii) Any amounts of suspended solids exceeding a concentration of 500 mg/l.
- (ix) Any wastes with amounts of dissolved solids which may cause violation of the Regional Water Quality Control Board requirements.
- (x) Any wastes which have chloride concentrations greater than Regional Water Quality Control Board discharge requirements.
- (xi) Any wastes containing over 0.1 mg/l of dissolved sulfides.
- (xii) Any waste containing organophosphorous and carbonate compounds in amounts greater than 1.0 mg/l.
- (xiii) Any water added for the purpose of diluting any wastewater discharge which would otherwise exceed applicable constituent concentration limit shall be considered a violation of these Rules and Regulations.

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No person shall discharge or cause to be discharged to any public sewer which connects to the District sewerage system any sewage, liquid waste or industrial waste, if in the opinion of the District Manager such discharge may have an adverse or harmful effect on sewers maintenance personnel, sewage treatment plant personnel or equipment, treatment plant effluent quality, public or private property, or may otherwise endanger the public or local ecological system or create a public nuisance. The District Manager in determining the acceptability of specific wastes, shall consider the nature of the waste and the adequacy and nature of the collection, treatment, and disposal system available to accept the waste. Affected persons shall have the right of appeal before the Board of Directors as set forth in Section 17.2j if the District Manager's determination creates an extreme hardship or is considered unreasonable.

- (a) Liquid Waste Sampling, Analysis and Flow Measurements. Periodic measurements of flow rates, flow volumes, Chemical Oxygen Demand and suspended solids shall be made as determined by the District Manager and in accordance with the District's permit to discharge limitations. All sampling, analyses, and flow measurements of industrial or liquid wastes shall be

performed by a District approved laboratory or by District personnel. All sewage analyses shall be conducted in accordance with the appropriate procedure contained in the current edition of "Standard Methods." If no appropriate procedure is contained therein, the standard procedure of the industry or a procedure judged satisfactory by the District Manager shall be used to measure flow constraints and constituents. Any laboratory or public agency performing tests shall furnish any required test data or information on the test methods or equipment used, if requested to do so by the District Manager. The sampling, analysis and flow measurement procedures, equipment and results shall be subject at any time to inspection by the District. Sample and flow measurement facilities shall be such as to provide safe access to authorized District personnel.

(b) Damage to Sewerage Facilities or Processes By Prohibited Waste or Liquid Waste Discharge. Any discharger who negligently allows or intentionally discharges or causes the discharge of prohibited sewage liquid waste or industrial wastes to the public sewer and such discharge causes damage to District facilities or causes detrimental effects on District treatment processes shall be liable to the District for all damages casued.

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(c) Excessive Sewer Maintenance Expense. No dischargers shall discharge or cause to be discharged to a public sewer, any waste that creates a stoppage, plugging, breakage, any significant reduction in sewer capacity or any other damage to sewers or sewerage facilities of the District. Any excessive sewer or sewerage maintenance expenses or any other expenses attributed thereto will be charged to the offending discharger by the District.

(d) Availability of Sewerage Facilities. The sewerage capacity is limited to serve the residents in Bear Creek Estates Units 3, 4, and 5 and parcel number 89-241-16 inclusive. The specific parcel numbers of units to be served are as follows:

- 89.301.06; 89.301.07; 89.301.08; 89.301.21; 89.301.20; 89.301.11; 89.301.12; 89.301.13; 89.301.22; 89.301.16; 89.301.17; 89.301.18; 89.301.19; 89.301.02; 89.301.01; 89.301.03; 89.301.04; 89.301.05, 89.291.01; 89.291.02; 89.291.03; 89.291.04; 89.291.05; 89.291.06; 89.291.07; 89.291.08; 89.282.03; 89.282.04; 89.282.05; 89.282.06; 89.282.07; 89.282.08; 89.282.09; 89.282.10; 89.281.24; 89.281.23; 89.281.22; 89.281.21; 89.281.20; 89.281.29; 89.281.33; 89.281.17; 89.281.16; 89.281.15; 89.281.14; 89.281.13; 89.281.04; 89.281.03; 89.281.02; 89.281.01; 89.281.12; 89.281.32; 89.281.31; 89.281,10; 89.281.10; 89.281.09; 89.281.08; 89.281.07; 89.281.06; 89.281.05; 89.421.16 (Note: Not in Bear Creek Estates)

The above parcels are the only parcels eligible for connection to the system.

The District may refuse or delay immediate service to new facilities in the above specified parcels if quantity or quality of wastewater is unacceptable in the available treatment facility.

(e) Discharge of Rainwater or Uncontaminated Water. No person shall discharge or cause to be discharged any rainwater, storm water, groundwater, street drainage, subsurface drainage, roof drainage, swimming pool, spa drainage, yard drainage, water from yard fountains, ponds or landscape irrigation or any other uncontaminated water into any sewage facility owned by the District.

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(f) Hookup Procedure for Parcels Designed to Be Incorporated into the System. A County building permit must be obtained prior to the request of the San Lorenzo Valley Water District for a permit to hook onto the system. The District will provide a letter of intent upon request by the parcel owner so a County building permit can be obtained. Once a sewer connection permit request is filed with the San Lorenzo Valley Water District, one full set of plans will be required for Staff review of operation and proposed placement of mains and laterals for the collection of domestic wastewater. Prior to the issuance of the sewer connection permit by the District, Staff will inspect the proposed site and review any comments made by Santa Cruz County. If no errors or problems are encountered, a sewer connection permit will be issued.

All mains, laterals and manholes are to be constructed in accordance with Santa Cruz County codes and standards. Site inspections will be required during construction of the new laterals and mains to insure proper construction procedures. The following quality assurance tests must be met before acceptance of a new lateral, main or manhole is approved.

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It is the owner's responsibility to maintain the sewer lateral from the residence to the street main collection system.

Any owner of a parcel noted in this section may request to sell their hookup right which is connected to their parcel separate from the parcel itself. Prior to the sale of the hookup right, the owner is required to notify and receive Santa Cruz County approval and San Lorenzo Valley Water District approval in writing. The owner will be required to file a public notice of no connection possibility for a parcel previously listed as available for hookup to the Bear Creek Estates system and that the parcel will not be required to meet all Class II requirements as specified by the State. There are only 60 maximum connectible parcels for Bear Creek Estates Sewerage Facilities.

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A recorded attachment to the deed of the property would be required stating the information contained in the public notice above.

Section 13.03 Sewer Service Rates and Charges

Basic service costs include those for routine performance, inspections, enforcement, water and effluent quality monitoring, and general agency

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administrative costs and overhead. These services benefit all users to an equal degree and will be charged as an equal service fee to all users. Current rates and charges for sewer service are listed in the current Schedule or Rates and Charges.

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Special services costs include the services outlined below which benefit specific properties and which will be supported by the benefitting properties. Costs for these services will be accounted for separately and billed on an as-delivered basis to the benefitting properties in the subsequent basic services bill.

Construction Inspections: \$60 per lot.

Special Inspections: \$15.00 per lot.

Design Inspections/Review: \$15.00 per lot.

Legal Costs for Abatement: Charged at agency cost.

Permit for Hookup to System: \$750 per lot.

Sewer Main Extension Required by Developer: At cost of developer plus inspection costs.

Charges are established by resolution of the Board of Directors and/or amendments to same. The residents and owners of the eligible parcels as specified in this Article are ultimately responsible for the costs to purchase, build, operate and maintain the system.

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Article XIV. CONTRACTS AND PURCHASING

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Section 14.01 General

All purchase of and contracts for supplies, materials, equipment and services shall be based, whenever feasible, on competitive bids or quotations. Notwithstanding the provisions of these regulations, if the expenditure for the routine purchase of supplies, materials, equipment or services is estimated to cost Five Hundred Dollars (\$500) or less, the District Manager may authorize such purchase without calling for competitive bids or quotations.

Section 14.02 Public Notice.

All contracts to be awarded by competitive bidding shall be advertised via on-line posting, publication in trade or association periodicals or websites, and by other forms of distribution as determined by the District Manager, to ensure sufficient responsive bids.

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Section 14.03 Lowest Responsible Bidder

All purchases shall be made from and all contracts shall be awarded to the lowest responsible bidder, except that when price and quality are equal, preference may be extended to local bidders.

Section 14.04 Rejection of Bids.

The Board of Directors hereby reserves the right and discretion to reject any and all bids if the Board determines that to do so would be in the best interest of the District, or for any other reason permitted by law.

Section 14.05 Informal Bidding Procedure.

When the estimated cost for purchases of materials, supplies, or contractual services exceeds Five Hundred Dollars (\$500) but is less than Ten Thousand Dollars (\$10,000), the informal bidding procedure set forth herein shall be followed. Quotations shall be required and shall be solicited by posting notices to bidders on the Districts bulletin board and by written or telephone requests from at least three different available sources of supply. Upon receiving at least three quotations, the District Manager shall be authorized to contract for the purchase of materials, supplies or services by means of a written purchase order. Quotations shall be open to public inspection for thirty days after purchase.

Section 14.06 Formal Bidding Procedures.

When the estimated cost for purchases of materials, supplies, or contractual services exceeds Ten Thousand Dollars (\$10,000), the formal bidding procedure set forth herein shall be followed. Written contracts for the purchase of materials, supplies or services shall be required and shall be approved as to form by the attorney for the District.

Section 14.07 Waiver of Provisions--\$500 or less

(a) Waiver of Provisions—Competitive Bidding. Notwithstanding any other provisions of these rules, the board by four-fifths vote may waive as to individual purchases the competitive bidding requirements of these rules and may make such purchases without calling for bids.

Section 14.08 Signing of Contracts.

All contracts shall be signed in behalf of the District by the president of the Board of Directors.

Section 14.09 Professional, Specialized, Consultant or Sole Source.

Whenever professional specialized consultant or sold source services or supplies are purchased, the Board may dispense with the provisions of this Article.

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Article XV. CROSS CONNECTION CONTROL PROGRAM
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Article XVI. WELLS

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Section 16.01 Permit Requirement

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- (a) No well shall be constructed within the District until a health permit is obtained from the County Health Officer by the Applicant under County procedure and regulations including quality and quantity and a well permit is issued by the District.
- (b) Within thirty (30) calendar days after receipt of the application, the Board shall either grand, conditionally grant, or deny the permit. A permit shall not be issued if in the judgment of the District Manager, the well may jeopardize the health, safety, or welfare of the people of the District. The District Manager shall require that there be compliance, at the Applicant's expense, with the California Environmental Quality Act and Water Well Standards of the State of California, if, in the District Manager's opinion there may be a significant effect on the environment or the resources of the District. The decision of the District Manager may be appealed to the Board.
- (c) The District may not deny a permit in areas which will not affect the wells of the District. In these areas the District, by the conditions of a permit, will only insure that wells will not damage other users of groundwater basins. The District may deny permits in areas which do affect the wells of the District and then only upon passing a resolution declaring a groundwater emergency.

Section 16.02 Permit procedure.

Application for District well permit shall be made on forms provided by the District and shall include reference to a County Permit showing that the location and conditions meet requirements of the County Health Officer. Application for a well permit shall be accompanied with fee of \$25 provided however, that if said parcel or any portion thereof, be situated within 500 lineal feet or less from an existing fire hydrant, an additional fire protection, water storage and transmission fee shall be paid the District in the amount of 20 percent of the then current District water connection fee, and further provided that if the conditions imposed by the District require that said well use be monitored by the District pursuant to an Environmental Impact Report or other finding, that actual cost thereof shall be billed to the Applicant on a quarterly basis and the Applicant shall pay said billing within 30 days. The additional fire protection, water storage and transmission fee shall be waived if the parcel is a non-multiple unit customer of the District.

Section 16.03 Exemption for Pre-Existing Wells.

Any property upon which a well had been completed prior to March 16, 1987, shall be exempt from the requirements of this article provided: (1) said existing well continues to meet health requirements, and (2) that the water extracted from the well shall not be used beyond the limits of the property upon which the well is

situated, and (3) that the depth, diameter, or volume of the flow from the well is not increased.

Section 16.04 Well Failure.

The issuance of a well permit does not warrant or assure that water production will continue or will be supplemented by the District in the event of subsequent failure of said private well. Permits, if issued, allow the Applicant to exercise a right to drill and use a well to serve the property upon which the well is situated. The permit procedure herein provided is a means to establish information **about** and limitations on the extraction of water to protect the general health, safety and welfare of the entire community water supply.

Section 16.05 Reservation of District's Right to Serve Public.

The issuance of a permit by the District shall not entitle the permit **applicant, their** successors and assigns, to gain higher or exclusive rights to said water over those rights of the District, but shall be subject to the higher pre-emptive public rights of the District in the event of an emergency to protect the general health, safety and welfare of the District and its inhabitants.

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Section 16.06 Expiration of Permits.

- (d) Each permit issued pursuant to this article shall expire and become null and void if the work authorized thereby has not been completed within one year following the issuance of the well permit.
- (e) Upon expiration of any permit issued pursuant thereto, no further work may be done in connection with construction, repair, reconstruction, or abandonment of a well unless and until a new permit for such purpose is secured in accordance with the provisions of this article.

Section 16.07 Investigation.

The District Manager or **the Manager's** authorized representative may, upon reasonable cause to believe that a well is causing a nuisance by polluting or contaminating ground water, investigate the situation to determine whether such a nuisance does in fact exist. He shall have the power, when in the performance of **the manager's** duty and upon first presenting credentials and identifying as an employee of the District to any person apparently in control of the premises to enter upon such premises between the hours of 8:00 a.m. and 6:00 p.m. to discover or inspect any condition which appears to indicate such a nuisance. He may examine such premises, things, or conditions, take such samples and make such other tests as needed and take other steps reasonably necessary for the proper investigation and determination of whether such a nuisance exists.

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Section 16.08 Order to Abate Nuisance.

Whenever the District Manager determines that a well is polluting or contaminating groundwater or is otherwise not in compliance with the provisions of this article,

the Board may order the abatement of said well as a nuisance in accordance with the provisions of this article or the County Water District Law.

Section 16.09 Groundwater Emergency.

A groundwater emergency shall be declared in areas demonstrated to be experiencing a groundwater overdraft exceeding the safe yield in order to prevent further depletion and degradation of water resources where such degradation threatens the public health, safety and welfare of the community.

(a) A declaration of a groundwater emergency shall be made by the Board upon recommendation of the District Manager and only after a public hearing. Such an emergency shall be declared by resolution of the Board after said public hearing to consider all relevant information such as, but not limited to, the most current groundwater study, recommendations of water purveyors and only after the first three findings or the fourth can be made:

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- (i) The designated areas experienced a groundwater overdraft exceeding the long-term average annual recharge of groundwater resources;
 - (ii) The creation of new wells or the expansion of existing wells will significantly increase the demand on the affected aquifer and thereby increase the overdraft and;
 - (iii) The continuation of the overdraft will result in further depletion and degradation of the water resource that can lead to, but is not limited to, impairment of the aquifer or allowing the ingress of low quality or saline waters.
 - (iv) Contamination of the groundwater has caused an emergency in the existing wells in the area.
- (b) Measures to Alleviate Groundwater Emergency. The areas where a groundwater emergency is declared, the Board shall take action to establish water conservation measures, to limit construction of new wells, to require pumping from or expansion of existing wells, and in order to prevent depletion and degradation of the affected aquifer.
- (c) Duration of Groundwater Emergency. A groundwater emergency and the measures enacted to alleviate the emergency shall remain in effect until rescinded as established below.
- (d) Rescinding of Groundwater Emergency. A groundwater emergency shall be rescinded by resolution of the Board after a public hearing when one of the following findings are made.
- (i) Alternative water sources which compensate for the existing overdraft and supply the affected area are developed.

- (ii) A groundwater management program is implemented which will allow for additional development without contribution to groundwater overdraft; or
- (iii) The Board determines that new information is available which indicates that the technical data upon which the original findings were based is no longer valid.

Section 16.10 Enforcement.

- (a) Notice of Violation. In the event a well subject to this article is found to be a public nuisance contrary to the terms of this article or the permit issued pursuant to this article, the District Manager shall give written notice to the owner of the land as shown on the most recent equalized assessment roll, or the permittee at this address listed on the permit if a permit has been issued, which notice shall state the nature of the violation, the corrective measure to be taken, and a reasonable time within which correction must be made. Said notice shall include a statement that if the landowner or permittee fails to make corrections within the period specified, the District may abate the condition at owner or permittee's expense.
- (b) Abatement by District. If the corrections listed in the notice given pursuant to the Article are not made as required in said notice, the District Manager with the approval of the Board, and after a reasonable opportunity for the person notified to be heard by said Board, may abate the condition. The owner or permittee shall be liable for the cost thereof.
- (c) Emergency Abatement. If the District Manager finds that a well subject to this article is, by reason of condition, operation or maintenance, causing significant irreparable damage to the groundwater or presents an immediate danger to health and safety, and that it is impracticable to notify the owner or permittee, the District Manager may perform emergency work necessary to abate the condition without giving notice as required in 10a above, and the owner of the land as shown on the last equalized assessment roll shall be liable for the costs thereof.

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Section 16.11 Violation a Misdemeanor; Punishment.

After publication of this article, it is a misdemeanor for any person to violate any provision, restriction or prohibition, until the article has been repealed or the emergency or threatened emergency has ceased, and upon conviction thereof, that person shall be punished by imprisonment in the County jail for not more than thirty days or by fine of not more than Six Hundred Dollars (\$600), or by both the fine and imprisonment.

Section 16.12 Conflicts.

All ordinances of the District in conflict with the terms and conditions of this article are hereby repealed to the extent of such conflict.

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Any owner of property for which an application for water service has been filed and for which a charge has been paid may file a request for a refund of the water service connection charge.

If the property owner filed an application for services and paid the connection charge after June 18, 1981, And the water meter has not been set, the refund request shall be granted and the request may be processed administratively by the District Manager.

If the property owner filed an application for service and paid the connection charge before June 18, 1981, Or if the application was filed after June 18, 1981, but the meter has been set, the property owner may file a request for a hearing regarding a refund of the water service before the Board of Directors as follows:

The property owner shall file a written request for a hearing addressed to the Board of Directors and submitted to the District Secretary, 13060 Central Avenue, Boulder Creek, CA 95006.

The request should include the name(s) and address of the property owner(s); the address of the property; the Assessor's Parcel No., and a statement of the facts and grounds supporting the request.

The funds for granting the request for a refund shall be either;

Changed physical conditions of the subject which render the parcel undevelopable

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Article I.

Definitions

“Well” or “water well” means any artificial excavation constructed by any method for the purpose of extracting water from or injecting water into the underground. “Well or “water well shall not include:

Oil and gas wells, or geothermal wells constructed under the jurisdiction of the State, except those wells converted to use as water wells.

Wells or bores used for the purpose of dewatering excavation during construction or stabilizing hillsides or earth embankments.

“Individual domestic well” means a water well used to supply water for domestic needs or as is individual, residence, or commercial establishment.

“Industrial wells” means water wells used to supply industry on an individual basis.

“Agricultural wells” means water wells used to supply water for irrigation or other agricultural purposes, including so-called “stock wells.”

“Person” means any person, firm, corporation or governmental agency.

“Health Officer” means the Santa Cruz County Health Officer or his authorized representative.

“Safe Yield” means the annual draft of water that can be withdrawn from an aquifer without producing some undesirable result such as reducing the total amount of water available or allowing the ingress of low quality water.

RULES AND REGULATIONS OF THE SAN LORENZO WATER DISTRICT
(Adopted February 4, 2016)

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REVISION LIST:

- 02/04/2016 – Rules and Regulations Adopted by Ordinance 108

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TABLE OF CONTENTS

ARTICLE I. GENERAL PROVISIONS	1
SECTION 1.01 FAILURE TO COMPLY	1
SECTION 1.02 PUBLIC RECORDS REQUEST ACT	1
SECTION 1.03 REMOVAL OF RECORDS.....	1
SECTION 1.04 SEVERABILITY	1
ARTICLE II. WATER DISTRICT	2
SECTION 2.01 EMPLOYEES	2
ARTICLE III. APPLICATION FOR REGULAR WATER SERVICE	3
SECTION 3.01 WATER SERVICE APPLICANT	3
SECTION 3.02 WATER SERVICE APPLICATION	3
SECTION 3.03 PROPERTY OWNERS RESPONSIBLE FOR BILLS	3
SECTION 3.04 APPLICANT’S COMPLIANCE WITH RULES AND REGULATIONS OF DISTRICT	3
SECTION 3.05 APPLICATION PAYMENT	3
SECTION 3.06 INITIATION OF SERVICE	3
SECTION 3.07 SERVICE INSTALLATION	4
SECTION 3.08 PRIVATE PRESSURE REGULATING VALVE	4
SECTION 3.09 FACILITY OWNERSHIP	4
SECTION 3.10 APPLICATION EXPIRATION	4
SECTION 3.11 APPEAL OF EXPIRED APPLICATION	4
SECTION 3.12 HANDLING OF CONNECTION CHARGE	4
SECTION 3.13 WRITTEN REQUEST FOR SETTING METER	5
SECTION 3.14 REFUND REQUEST	5
ARTICLE IV. GENERAL USE REGULATIONS.....	6
SECTION 4.01 NUMBER OF SERVICES PER PREMISES.....	6
SECTION 4.02 SUPPLY TO SEPARATE PREMISES.....	6
SECTION 4.03 SUPPLY TO MULTIPLE USERS.....	6
SECTION 4.04 CHARGES TO MULTIPLE USERS.....	6
SECTION 4.05 WATER WASTE.....	6
SECTION 4.06 RESPONSIBILITY FOR EQUIPMENT ON CUSTOMER PREMISES.....	6
SECTION 4.07 DAMAGE TO WATER SYSTEM FACILITIES.....	7
SECTION 4.08 CONTROL VALVE ON THE CUSTOMER PROPERTY.....	7
SECTION 4.09 INTERRUPTIONS IN SERVICE.....	7
SECTION 4.10 INGRESS AND EGRESS.....	7
SECTION 4.11 RESALE OF WATER.....	7
SECTION 4.12 HEALTH AND SAFETY—DISCONTINUANCE OF SERVICE.....	7
SECTION 4.13 BOOSTER DEVICE.....	7
SECTION 4.14 CUSTOMER’S FACILITIES.....	8
SECTION 4.15 UNAUTHORIZED WATER DISTRIBUTION FACILITIES.....	8
ARTICLE V. METERS	9
SECTION 5.01 INSTALLATION.....	9
SECTION 5.02 METER INSTALLATIONS.....	9
SECTION 5.03 CHANGE IN LOCATION OF METERS.....	9
SECTION 5.04 METER READING.....	9

SECTION 5.05	OBSTRUCTION OF METER.....	9
SECTION 5.06	METER TESTS—DEPOSIT.	9
SECTION 5.07	ADJUSTMENT FOR METER ERRORS.	10
SECTION 5.08	METER MAINTENANCE.	10
SECTION 5.09	METER TEST DEPOSIT, AMOUNT OF.....	10
SECTION 5.10	POLICY ON WATER CONNECTION TRANSFERS.	10
SECTION 5.11	DEVELOPMENT OF A TRANSFER TRACKING SYSTEM.....	10
SECTION 5.12	EXCLUSIONS FROM THE WATER METER TRANSFER POLICY.....	10
SECTION 5.13	CONDITIONS ON THE TRANSFER OF WATER METERS.....	10
SECTION 5.14	METERS EXISTING IN DISTRICT RECORDS.....	11
ARTICLE VI.	CREDIT	12
SECTION 6.01	ESTABLISHMENT AND MAINTENANCE OF CREDIT.....	12
SECTION 6.02	APPLICATION OF DEPOSIT TO WATER BILL.	12
SECTION 6.03	REPLACEMENT OR CHANGE OF DEPOSIT.	12
SECTION 6.04	RETURN OF DEPOSIT.	12
ARTICLE VII.	BILLING	13
SECTION 7.01	BILLING PERIOD.....	13
SECTION 7.02	OPENING AND CLOSING BILLS.	13
SECTION 7.03	PAYMENT OF BILLS.	13
SECTION 7.04	COMMENCEMENT OF LIABILITY FOR MONTHLY BASIC CHARGE.	13
SECTION 7.05	SPECIAL REQUEST BILLING PERIODS	13
SECTION 7.06	BILLINGS OF SEPARATE METERS NOT COMBINED.	13
SECTION 7.07	EXEMPTION FROM LIABILITY FOR BASIC MONTHLY CHARGE DUE TO STORM DAMAGE.....	13
SECTION 7.08	AUTOMATIC TIME EXTENSION	14
ARTICLE VIII.	DISCONTINUANCE OF SERVICE	15
SECTION 8.01	DISCONNECTION FOR NON-PAYMENT.....	15
SECTION 8.02	CHARGES DURING DISCONTINUANCE OF SERVICE.....	15
SECTION 8.03	UNSAFE APPARATUS.....	15
SECTION 8.04	CROSS CONNECTIONS.....	15
SECTION 8.05	FRAUD OR ABUSE.....	15
SECTION 8.06	NON-COMPLIANCE WITH REGULATIONS.	15
SECTION 8.07	DISCONTINUANCE UPON VACATING PREMISES.	15
ARTICLE IX.	COLLECTION.....	16
SECTION 9.01	PENALTY.....	16
SECTION 9.02	SUIT.....	16
SECTION 9.03	48-HOUR NOTICE.	16
SECTION 9.04	CHARGE FOR RETURNED CHECK	16
SECTION 9.05	INSTALLMENT PAYMENTS, INTEREST.	16
SECTION 9.06	LIEN PROCEDURE FOR UNPAID CHARGES FOR WATER OR OTHER SERVICES.....	16
SECTION 9.07	DEDUCTING DELINQUENCIES AND OTHER DEBTS FROM DISBURSEMENTS.	17
SECTION 9.08	TRANSFER OF DELINQUENT ACCOUNT TO ACTIVE ACCOUNT OF SAME OWNER.....	17
SECTION 9.09	COLLECTION OF CURRENT YEARLY AND DELINQUENT CHARGES FOR WASTEWATER MANAGEMENT SYSTEMS AND SERVICES WITH GENERAL TAXES: AUTHORIZATION.	18
SECTION 9.10	ADOPTION OF COLLECTION PROCEDURE.	18
SECTION 9.11	ELECTION BY BOARD OF DIRECTORS TO COLLECT FEES ON TAX ROLL.....	18
SECTION 9.12	WRITTEN REPORT.....	18

SECTION 9.13	PUBLICATION OF NOTICE OF REPORT AND HEARING.	18
SECTION 9.14	MAILED NOTICE.	18
SECTION 9.15	NOTICED PUBLIC HEARING.	19
SECTION 9.16	DETERMINATION BY BOARD.	19
SECTION 9.17	FILING OF REPORT.	19
SECTION 9.18	LIEN.	19
SECTION 9.19	INCLUSION OF CHARGES IN BILLS FOR TAXES.	19
SECTION 9.20	COLLECTION; DELINQUENCY DATE; PENALTY.	19
SECTION 9.21	LIEN; RECORDING, FORCE, EFFECT, AND PRIORITY.	20
ARTICLE X.	COMPLAINTS AND DISPUTED BILLS	21
SECTION 10.01	REPORT AND ADJUSTMENTS.	21
SECTION 10.02	COMPLAINTS AT BOARD HEARING.	21
SECTION 10.03	DISPUTED BILLS.	21
SECTION 10.04	WATER BILL ADJUSTMENT	21
ARTICLE XI.	PRIVATE FIRE PROTECTION SERVICE.....	23
SECTION 11.01	PAYMENT OF COST.	23
SECTION 11.02	NO CONNECTION TO OTHER SYSTEM.	23
SECTION 11.03	USE.....	23
SECTION 11.04	METER RATES.	23
SECTION 11.05	MONTHLY RATES.	23
ARTICLE XII.	RATES AND CHARGES.....	24
SECTION 12.01	ESTABLISHMENT OF RATES AND CHARGES.....	24
SECTION 12.02	CONNECTION FEE – BEAR CREEK ROAD MAIN EXTENSION	24
SECTION 12.03	CONNECTION FEE	24
SECTION 12.04	EXEMPTION	24
SECTION 12.05	METER INSTALLATION FOR REGULAR WATER SERVICE, CHARGES FOR.....	24
SECTION 12.06	WATER CHARGES – REGULAR SERVICE	25
SECTION 12.07	WATER CHARGES - SURPLUS WATER	26
SECTION 12.08	ACCOUNT ESTABLISHMENT DEPOSIT AND CHARGE	26
SECTION 12.09	SIZING OF METERS.....	26
SECTION 12.10	CONNECTION CHARGES	26
SECTION 12.11	WATER METER REVIEW SHEET	26
SECTION 12.12	CUSTOMER RESPONSIBILITY FOR WORN-OUT METERS.....	26
SECTION 12.13	EXCLUSION OF LIABILITY FOR LOSS OR SUPPLY OR PRESSURE	27
SECTION 12.14	WATER USE.....	27
SECTION 12.15	SIGNATURE ON WAIVER	27
SECTION 12.16	RESIDENTIAL FIRE SPRINKLER SYSTEM	27
SECTION 12.17	COLLECTION CHARGE	27
SECTION 12.18	RECONNECTION CHARGE	28
ARTICLE XIII.	SEWERAGE RULES, REGULATIONS, RATES, AND CHARGES.....	29
SECTION 13.01	SERVICE CHARGE	29
SECTION 13.02	REGULATION OF SEWERAGE DISCHARGE—BEAR CREEK ESTATES	29
SECTION 13.03	SEWER SERVICE RATES AND CHARGES	36
ARTICLE XIV.	CONTRACTS AND PURCHASING.....	38
SECTION 14.01	GENERAL	38
SECTION 14.02	PUBLIC NOTICE.	38

SECTION 14.03	LOWEST RESPONSIBLE BIDDER	38
SECTION 14.04	REJECTION OF BIDS.	38
SECTION 14.05	INFORMAL BIDDING PROCEDURE.	38
SECTION 14.06	FORMAL BIDDING PROCEDURES.	38
SECTION 14.07	WAIVER OF PROVISIONS--\$500 OR LESS	39
SECTION 14.08	SIGNING OF CONTRACTS.	39
SECTION 14.09	PROFESSIONAL, SPECIALIZED, CONSULTANT OR SOLE SOURCE.	39
ARTICLE XV.	CROSS CONNECTION CONTROL PROGRAM	40
ARTICLE XVI.	WELLS	41
SECTION 16.01	PERMIT REQUIREMENT	41
SECTION 16.02	PERMIT PROCEDURE.	41
SECTION 16.03	EXEMPTION FOR PRE-EXISTING WELLS.	41
SECTION 16.04	WELL FAILURE.	42
SECTION 16.05	RESERVATION OF DISTRICT'S RIGHT TO SERVE PUBLIC.	42
SECTION 16.06	EXPIRATION OF PERMITS.	42
SECTION 16.07	INVESTIGATION.	42
SECTION 16.08	ORDER TO ABATE NUISANCE.	42
SECTION 16.09	GROUNDWATER EMERGENCY.	43
SECTION 16.10	ENFORCEMENT.	44
SECTION 16.11	VIOLATION A MISDEMEANOR; PUNISHMENT.	44
SECTION 16.12	CONFLICTS.	44

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Article I. GENERAL PROVISIONS

Section 1.01 Failure to Comply

For the failure of the customer to comply with the provisions of these Rules and Regulations, and any ordinance or resolution adopted pursuant to these Rules and Regulations, or any ordinance, resolution or order fixing rates and charges of this District, a penalty for which has not hereafter been specifically fixed, the customer's service shall be discontinued and water shall not be supplied such customer until the customer has complied with the rule or regulations, rate or charge violated or, in the event that he cannot comply with said rule or regulation, until the District is satisfied that in the future the customer will comply with all the rules and regulations established by these Rules and Regulations and with all rates and charges of this District. In addition, the customer shall pay the District for renewal of services such sum as the Board of Directors of the District shall by resolution fix.

Section 1.02 Public Records Request Act

The District will comply with the California Public Records Act, Government Code Section 6250 and following, and with California Civil Discovery Statutes, Section 2016 and following.

Section 1.03 Removal of Records

No Original, Historical and Archived documents shall be removed from the District offices. Copies, duplicates or reproductions of District records may be released from the District Offices in accordance with these Rules and Regulations and other applicable law.

Section 1.04 Severability

If any section, subsection, paragraph, subparagraph, sentence, clause, or phrase of these Rules and Regulations is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of these Rules and Regulations, and the Board declares that these Rules and Regulations and phrases thereof would have been adopted irrespective of the fact that one or more of such sections, subsection, paragraph, sub-paragraph, sentence, clause and phrases thereof would have been adopted irrespective of the fact that one or more of such sections, subsections, paragraph, subparagraph, sentence, clause, or phrase be declared invalid or unconstitutional.

Article II. WATER DISTRICT

Section 2.01 Employees

The Board may authorize the employment of such employees as are reasonably necessary for the proper administration, operation, maintenance and repair of the District water system and to fix the compensation to be paid such personnel.

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Article III. APPLICATION FOR REGULAR WATER SERVICE

Section 3.01 Water Service Applicant

Each applicant for regular water service shall be required to sign on a form provided by the District.

Section 3.02 Water Service Application

Each application shall include the following information:

- (a) Date of application
- (b) Name of applicant
- (c) Street of address of property to be served
- (d) The assessor's parcel number of the property to be served
- (e) Address to which bills shall be mailed
- (f) Applicant's ownership in the property.
- (g) Whether the service is for residential, commercial, industrial or institutional use.

Section 3.03 Property Owners Responsible for Bills

In any instance in which the owner of the premises does not occupy the premises as a use or is not the primary user, the owner of the premises shall, nevertheless, be primarily responsible for service to the property. Bills shall be mailed to the owner at the property owner's address appearing on the application for service or to such other address as the owner may direct in writing. In any event, the owner shall be responsible for all water service to the property owner's premises.

Section 3.04 Applicant's Compliance with Rules and Regulations of District

Such application will signify the customer's willingness and intention to comply with these Rules and Regulations and other ordinances or regulations relating to the regular water service and to make payment for water service required.

Section 3.05 Application Payment

An application will not be honored unless payment in full has been made for water service previously rendered to the applicant by District.

Section 3.06 Initiation of Service

Upon receiving the application and upon compliance with applicable rules and regulations of the District, for locations with existing service and meter, the District will commence water service upon the payment of a fee to cover the average cost of commencing such service. The current average cost is listed on the published

Schedule or Rates and Charges. Upon receiving the application and upon compliance with other applicable rules and regulations; for locations with no existing service and meter, the District will install a service connection and meter upon payment of fees designed to reimburse the District for the cost of the facilities required.

Section 3.07 Service Installation

Regular water service will be installed at the location determined by the Water District. Service installations will be made only to property abutting on public streets or abutting on such distribution mains as may be constructed in alleys or easements. Applicant shall install a control valve and piping which shall extend to that point on the curb line or property line offering the easiest access to the District from the existing distribution system. The control valve shall be for the purpose of controlling the flow of water to the piping on customer's premises.

Section 3.08 Private Pressure Regulating Valve

The District shall not be responsible for damage to a customer's piping, appliances and facilities occasioned by excessive or fluctuating pressure. To protect the customer's piping, appliances and facilities against excessive or fluctuating pressure, the applicant may install a pressure regulating valve.

Section 3.09 Facility Ownership

All facilities installed between the main and meter outlet, including the service connection and meter shall be and shall remain the property of the District and may be accessed, maintained, repaired or replaced by the water District without the consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities. No payment shall be made for placing or maintaining such facilities on private property. The necessary piping and main valve and pressure regulator located beyond the meter outlet shall be the property of the customer and shall be maintained by the customer.

Section 3.10 Application Expiration

Every application for new service shall become null and void 90 days from the date of the application if the applicant fails to complete necessary actions.

Section 3.11 Appeal of Expired Application

An applicant whose application has been determined by the Water District to have become null and void may appeal such determination to the Board of Directors.

Section 3.12 Handling of Connection Charge

Upon application to the District, and determination by the District that the property for which water service is requested can be served, the District shall place the connection charge into a separate fund. The money shall remain in said fund until it is either 1) refunded to the customer if the application for service is denied,

withdrawn, or expires, or 2) transferred to the Capital Improvement Fund after the water meter is installed. Interest on any such funds shall be retained by the District.

Section 3.13 Written Request for Setting Meter

The District shall not set the water meter until the applicant has filed with the District a written request for setting the meter.

Section 3.14 Refund Request

Any property owner who has filed an application for water service with the District, paid the connection and installation charges, and the water meter has not been set, may file a request for a refund of the water service connection and installation charges. Said request may be processed administratively by the District Manager if any of the following apply:

- (a) If the property owner filed the application for service and paid the water service connection and installation charges, and the water meter has not been set, before June 19, 1981, the grounds for granting the request for a refund shall be either:
 - (i) Changed physical conditions of the subject parcel which render the parcel undevelopable; or
 - (ii) Changes in Federal, State or local laws or regulations or other governmental actions which significantly affect the development potential of the property in an adverse manner.
- (b) Upon the refund of the connection and installation charges, any and all rights or commitments to applicant's subject property are total abrogated and released.
- (c) If the meter has been set, the property owner may file a request for a hearing regarding a refund of the water service connection charges before the Board of Directors, as follows:
 - (i) The property owner shall file a written request for a hearing addressed to the Board or Directors, submitted to the District at its Main Office Address.
 - (ii) The request should include the name(s) and address(es) of the property owner(s); the address of the property; the Assessor's Parcel No., and a statement of the facts and grounds supporting the request.
 - (iii) The request will be heard by the Board within 45 days following receipt of the request. The District will provide written notice to the property owner of the time, date and place of the hearing at least 10 days in advance of the hearing. At the hearing before the Board, the applicant may present written and/or oral evidence or testimony. The hearing may be continued by the Board to a specified date and time.

Article IV. GENERAL USE REGULATIONS

Section 4.01 Number of Services Per Premises.

The applicant may apply for as many services as may be reasonably required for the applicant's premises provided that the pipeline system from each service shall be independent of the others and that they may not be interconnected. The cost of all services over and above the initial service shall be borne by the applicant

Section 4.02 Supply to Separate Premises.

No more than one premises shall be served from each service connection.

Section 4.03 Supply to Multiple Users.

Separate houses, buildings, living or business quarters, such as motels, mobile home parks and the like, under a single control or management, may be served by any of the following methods:

- (a) Through separate service connections to each or any unit, provided that the pipeline system from each service is independent of the others and that they are not interconnected.
- (b) Through a single service connection to the entire premises.
- (c) In the event that any separate house, building, living or business quarter is severed from the balance of the property, the property so severed shall be required to provide a separate service connection.

The Water District, however, may require individual service connections for each separate house, building, living quarters or business quarter when the Board determines that such a requirement is in the best interest of the District.

Section 4.04 Charges to Multiple Users.

Charges for water service to multiple users may be fixed by the Board by resolution.

Section 4.05 Water Waste.

No consumer shall knowingly permit leaks or waste of water.

Section 4.06 Responsibility for Equipment on Customer Premises.

All facilities installed by the District on private property for the purpose of rendering water service shall remain the property of the District and may be maintained, repaired or replaced by the water department without the consent or interference of the owner or occupant of the property. The property owner shall use reasonable care in the protection of the facilities. No payment shall be made for placing or maintaining facilities on private property.

Section 4.07 Damage to Water System Facilities.

The customer shall be liable for any damage to the District-owned customer water service facilities when such damage results from causes originating on the premises. The cost for repairing any such damage shall be paid by the customer, and the cost shall be due and payable to the District upon the District's rendering a bill therefor.

Section 4.08 Control Valve on the Customer Property.

The customer shall provide a valve on the customer side of the service installation to control the flow of water to the piping on the customers premises. The customer shall not use the service curb stop to turn water on and off for the customer's convenience.

Section 4.09 Interruptions in Service.

The District shall not be liable for damage which may result from an interruption in service from a cause beyond the control of the water district. Temporary shutdowns may be made by the water district to maintain the system or to make improvements and repairs. Whenever possible and as time permits, all customers and fire departments affected will be notified prior to making such shutdowns. Affected fire departments will be notified promptly upon restoration of service.

Section 4.10 Ingress and Egress.

Representatives from the water district shall have the right of ingress and egress to the customer premises at reasonable hours for any purpose reasonably connected with the furnishing of water service.

Section 4.11 Resale of Water.

Except by agreement with the District, no customer shall resell any of the water received by him from the District, nor shall such water be delivered to premises than those specified in the application for service.

Section 4.12 Health and Safety—Discontinuance of Service.

If a condition on the customer's premises is found to be hazardous to the health and safety of the public arising from the use of water, the use and maintenance of any apparatus, appliances, or equipment or otherwise, the water district may discontinue service to such premises without notice. The water district in such event shall make reasonable effort to notify the customer of the discontinuance of service, and corrective actions shall be taken by the customer before service will be restored.

Section 4.13 Booster Device.

The District prohibits the attachment of any booster pump to a service on the customer's side of the meter and the use of any other method whereby the customer's share of available water from the water main to which the meter is attached is increased beyond the amount which would otherwise be delivered through such meter.

Section 4.14 Customer's Facilities.

The District shall not be responsible for open appliances or faulty fixtures or broken or damaged pipes nor for loss of water beyond the customer's side of the meter outlet.

Section 4.15 Unauthorized Water Distribution Facilities.

In the event that a District representative identifies unauthorized water distribution facilities or water access facilities that connect to the District water system, or otherwise provide access to, convey or transport District water, a District representative may remove or disable such unauthorized water distribution devices or facilities and may store same at the District Office until such user(s) or customer(s) comply with District rules and regulations and State and local law regulating water services.

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Article V. METERS

Section 5.01 Installation.

All services shall be metered. A sum of money as set forth in the rate schedules shall be deposited with the District prior to installation of the facilities to pay all of the cost of said installation. Title to the meters shall be held by the District.

Section 5.02 Meter Installations.

The District shall install meters as close to the curb or property line as possible. Exact meter placement shall be at the discretion of the District, taking into consideration such factors as physical features, ease of access, easements and right-of-ways.

Section 5.03 Change in Location of Meters.

Meters relocated for the convenience of the customer will be relocated at the customer's expense. An advance deposit shall be required for every relocation as listed on the current Schedule or Rates and Charges. Any relocation must be approved by the District Manager. Meters moved to protect the District's property will be moved at the District's expense. Meters shall be relocated only by the water District or under its supervision. By resolution the Board may provide for the customer's paying for a new service if the relocation of the meter exceeds a distance specified in the resolution. This section applies only to the change in location of a meter at a single premise.

Section 5.04 Meter Reading.

Meters will be read monthly.

Section 5.05 Obstruction of Meter.

It is the responsibility of the customer to maintain clear access to the meter at all times. No earth, rock, pavement, vegetation, construction, appurtenances, vehicle or obstructions of any kind whatsoever shall be allowed to interfere with or obstruct access of District personnel or representatives in the performance of their duties regarding the meter and its appurtenances and District facilities. Violation of this section shall result in District personnel posting on the premises a written notice of violation with directions to correct the problem within five days. Failure to correct the violation within five days after the notice is posted shall result in the District employing whatever alternate means are necessary to proceed with District operations, and all costs incurred plus a ten percent penalty as a result of failure to timely correct the violation and maintain clear access to the District meter shall be charged to the customer.

Section 5.06 Meter Tests—Deposit.

All meters will be tested prior to installation, and no meter will be installed which registers more than two per cent (2%) fast. Any customer may request that the meter serving the customer's premises be tested by the water district. Such

request shall be in writing and shall be accompanied by a deposit as fixed by the Board by resolution. Upon receipt of such request and the required deposit, the District Manager shall cause the meter to be tested. The customer shall have the right to require the District to conduct the test in the customer's presence, or in the presence of the customer's representative. If the meter is found to register more than two per cent more water than actually passes through it, the deposit will be retained by the District.

Section 5.07 Adjustment for Meter Errors.

If the meter shall be found to register over two percent more water than actually passes through it, the water bill for the current month shall be adjusted proportionately.

Section 5.08 Meter Maintenance.

The District shall maintain, repair and renew all meters when such maintenance, repair, or renewal is made necessary by reason of normal wear and tear.

Section 5.09 Meter Test Deposit, Amount of.

The meter testing deposits required to be made shall be \$25.00.

Section 5.10 Policy on Water Connection Transfers.

No water service connections or meters shall be transferred from one premises or parcel to another as provided herein.

Section 5.11 Development of a Transfer Tracking System.

The District Manager shall develop and implement a Water Meter Transfer Tracking System in the District.

Section 5.12 Exclusions from the Water Meter Transfer Policy.

No meter shall be transferred if any of the following situations occur:

- (a) A main extension is required.
- (b) Any exceptions to District rules and regulations are required.
- (c) A parcel to which a meter is to be transferred is located in a water connection moratorium area.
- (d) A parcel to which a meter is to be transferred requires a larger meter, a different building zoning, different uses or requirements.
- (e) The parcel from which the meter is to be transferred is developed or has an existing structure which is, or has been served by the meter to be transferred.

Section 5.13 Conditions on the Transfer of Water Meters.

Water meter transfers are subject to the following conditions.

- (f) A customer must file a written request for a water service meter transfer with the Board describing the transfer and the reasons for such a transfer.
- (g) The Board shall consider a maximum of 5 transfers per year and give approval to transfer requests only during July of any year.
- (h) The customer may transfer a water meter service from and to another parcel within the District only if that customer is the owner of record of both parcels.
- (i) In no event shall service be permitted to both the transferor and the transferee parcels at the same time. Upon transfer of the water service meter to a different parcel, all service to the other parcel shall be terminated.
- (j) For parcels that have had their connection transferred away, reinstatement of meters and service connection meter fees are to be paid according to the current Schedule or Rates and Charges.
- (k) The District Manager shall note on all applications for connections, that the meter may be transferred and the property owner is advised to check with the District to ensure a meter is currently on the parcel.
- (l) All transfers shall be approved only if a document is recorded with the property the meter has been transferred from showing that the meter for the property no longer exists.
- (m) Customers transferring meters shall pay all costs for termination of the old service and installation of the transferred meter in accordance with District rules and regulations, less credit for any previous payments toward installation costs, if the meter has not already been installed.
- (n) Transfers require the installation of the proposed meter to be transferred, and termination of any existing service facilities on the parcel from which the meter was transferred, within 60 days of approval by the Board.

Section 5.14 Meters Existing in District Records.

Only connections existing in District records shall be honored for transfer by the District. All other parcels not shown in District records as having a water meter connection shall be subject to these Rules and Regulations on Connection fees.

Article VI. CREDIT

Section 6.01 Establishment and Maintenance of Credit.

The Board, as prescribed by resolution, may require from each applicant for water service a security deposit in an amount not exceeding one year's charges either from persons receiving water service or from the owners of the property to which or in connection with which water service is rendered. The Board may require a guarantee by the owner of property that bills for service to the property or the occupants thereof will be paid.

Section 6.02 Application of Deposit to Water Bill.

The District may apply, without notice, the amount of any deposit prescribed herein toward the payment of any water bill or other indebtedness which may become past due and owing to the District and to unpaid bills for water service when such service has been discontinued.

Section 6.03 Replacement or Change of Deposit.

The District Manager may require, as a condition of service at any time, that the deposit prescribed herein be replaced if the deposit or any part thereof has been applied to the payment of any bill or indebtedness to the District, or may require that the deposit be increased if depleted, found to be insufficient or good cause otherwise exists.

Section 6.04 Return of Deposit.

The deposit made by any applicant or property owner may be refunded upon discontinuance of service, the District shall refund any balance in the customer's deposit in excess of unpaid bills or other indebtedness to the District.

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Article VII. BILLING

Section 7.01 Billing Period.

The regular billing period will be monthly.

Section 7.02 Opening and Closing Bills.

Opening and closing bills for less than the normal billing period shall be pro-rated both as to the basic charges and quantity charges

Section 7.03 Payment of Bills.

Bills for water service shall be made available electronically, mailed or delivered to each customer as soon as convenient after the reading of the meter. Bills shall be payable upon presentation.

Section 7.04 Commencement of Liability for Monthly Basic Charge.

The applicant shall become a customer of the District and shall become liable for and shall be billed for the basic monthly charge from the date that the water meter is set.

Section 7.05 Special Request Billing Periods

Whenever a customer desires a billing at a time other than the normal billing period, the customer requesting the bill shall pay to the Water District an advance fee of \$20.00. The District shall read the meter, calculate the bill to the date read, and mail a bill marked "mid-term billing" to the customer. The special billing would appear on the owner's account, and would show as a prior balance if not paid. The owner of the property is responsible for this bill, as other bills.

Section 7.06 Billings of Separate Meters Not Combined.

Separate bills will be rendered for each meter installation except where the water district has, for its convenience, installed two or more meters in place of one meter.

Section 7.07 Exemption from Liability for Basic Monthly Charge Due to Storm Damage

A property owner may file a statement with the District stating that their structure cannot be occupied due to damage resulting from storm events or other natural disasters. Said statement shall be filed within 120 days of the cause of occurrence.

Upon making findings and determinations that the customer's structure cannot be occupied as a result of a natural disaster, the District Manager may determine that the customer is exempt from the basic monthly charge. Exemption will be allowed for a period of up to 3 years from the date of determination or until the customer requests continuance of service, whichever occurs first.

No customer shall at any time, in any manner, obtain water from the service connection while exempt from the liability of the basic monthly charge. The District

may lock or remove the meter to protect the District against fraud or abuse. Should the customer not repair or replace the damaged structure or request continuance of service within the time allowed, the service shall be considered vacated.

Section 7.08 Automatic Time Extension

The time limit for exemption from liability for basic monthly charge under these Rules and Regulations shall be automatically extended for the number of days the property owner is in litigation with the County regarding issuance of approvals to rebuild the structure, or with the property insurer regarding coverage of the loss, but not the monetary amount of the loss.

“Litigation” means an actual suit in Superior Court of U.S. District Court.

“In Litigation” is time litigation is continuously pending, and starts the day when suit is actually filed and ends when judgment is entered, dismissal is filed with the Court Clerk, or a preliminary injunction is issued. No appellate time, whether or not a stay is obtained, pre-filing time, or breaks in pendency will be counted.

Litigation shall not revive a statement-filing period which has expired. Any owner shall have not less than 10 District working days to file a claim after a matter is no longer in litigation.

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Article VIII. DISCONTINUANCE OF SERVICE

Section 8.01 Disconnection for Non-Payment.

Service may be discontinued for non-payment of a bill for water service, if the bill is not paid within thirty (30) days after presentation. At least five days prior to such discontinuance the customer will be sent a final notice informing such customer that discontinuance will be enforced if payment is not made within the time specified in such notice. The failure of the District to send or the failure of any person to receive such notice shall not affect the District's powers hereunder.

Section 8.02 Charges During Discontinuance of Service.

After discontinuance of water service for violation of a San Lorenzo Valley Water District Rules and Regulations, the customer shall pay to the District a Turn-Off Charge of \$20.00 each time the customer violates these Rules and Regulations after that customer's water has been turned off.

Section 8.03 Unsafe Apparatus.

Water service may be refused or discontinued to any premises where apparatus or appliances are in use which may endanger or disturb the service to other customers

Section 8.04 Cross Connections.

Water service may be refused or discontinued to any premises where there exists a cross connection in violation of these Rules and Regulations, State or Federal laws.

Section 8.05 Fraud or Abuse.

Service may be discontinued if necessary to protect the District against fraud or abuse.

Section 8.06 Non-compliance with Regulations.

Service may be discontinued for non-compliance with these Rules and Regulations or any other ordinance or regulations relating to the water service.

Section 8.07 Discontinuance Upon Vacating Premises.

Customers desiring to discontinue service shall notify the District reasonably well in advance of the desired date of discontinuance. The customer shall be required to pay all water charges until the date of discontinuance. At the time of discontinuance, the meter will be read and a closing bill rendered. Unless discontinuance of service is ordered, the customer shall be liable for charges whether or not any water is used.

Article IX. COLLECTION

Section 9.01 Penalty.

Penalties shall be established by Resolution for unpaid rates and charges.

Section 9.02 Suit.

All unpaid rates, charges and penalties may be collected by suit.

Section 9.03 48-Hour Notice.

If an employee is dispatched to leave a 48-hour notice due to non-payment, failure to sign up for service, a returned check on water bill or sewer bill, or any other reason, but prior to the actual disconnection of the service or the District receives payment of the delinquent bill, the customer shall pay to the District a charge of \$20.00

Section 9.04 Charge for Returned Check

For any check tendered to the District in payment of rates or charges under these Rules and Regulations which is returned by the bank upon which it is drawn because of insufficient funds, no account, or other similar reason, the person on whose account such check was tendered shall pay a handling charge of \$10.00 in addition to any other penalties provided by law, and any charges imposed by a bank on the District's account. Written notice will be sent to the customer to pay the returned check and the \$10.00 charge within ten days, either by cash or certified check. After the ten days have expired, the procedure for the 48-hour notice and discontinuance of service shall apply.

Section 9.05 Installment Payments, Interest.

The manager may enter into an arrangement with any customer against whom there are unpaid rates, charges, and penalties whereby the customer may pay such unpaid rates, charges and penalties in installments, provided such unpaid rates, charges and penalties are paid within twelve (12) months from the date of delinquency and provided that there shall be included in the installments interest on such unpaid rates, charges and penalties at the rate of ten percent (10%) per annum from the date of delinquency. The provisions of this section shall not be in lieu of other procedures contained in the District's rules and regulations for the collection of delinquencies, but shall be an additional and separate procedure for collection unpaid rates, charges, and penalties.

Section 9.06 Lien Procedure for Unpaid Charges for Water or Other Services.

Pursuant to California Water Code, if there are delinquent and unpaid charges for water and other services that remain delinquent and unpaid for sixty (60) days or more, the District may proceed to collect those charges by recording a lien upon the real property as set forth herein.

- (a) Notice of Delinquent and Unpaid Charges to Holder of Title to Land. The District shall notify the holder of title to land whenever delinquent and unpaid charges for water or other services which could become a lien on such property pursuant to these Rules and Regulations and California Water Code remain delinquent and unpaid for sixty days.
- (b) Annual Statement of Delinquent Charges to County for Collection With Taxes—Lien on Real Property. If there are delinquent and unpaid charges for water or other services that remain delinquent and unpaid for sixty days or more, the Board of Directors shall, annually, on or before August 1st of each year, furnish to the County Board of Supervisors and to the Auditor, a written statement of those charges that remain delinquent and unpaid for sixty days or more on July 1st of each year. The amount of any charges for water and other services included in said statement shall be added to and become a part of the annual taxes next levied upon the property which is delinquent, and shall constitute a lien on that property as of the same time and in the same manner as does the tax lien securing such annual taxes.
- (c) Certificate Against Person Liable for Charges: Lien Against that Person's Real Property (Renters). In addition to furnishing an annual statement of unpaid and delinquent charges to the County for collection with the annual property taxes, the District may secure the amount of unpaid charges at any time by filing for record in the office of the County Recorder a certificate specifying:
 - (i) The amount of such charges.
 - (ii) The name and address of the person liable therefor.
- (d) From the time of recordation of the certificate, the amount required to be paid together with interest and penalty constitutes a lien upon all real property in the County owned by the person or acquired by him at any time before the lien expires. The lien has the force, priority and effect of a judgment lien and shall continue for ten years from the date of the filing of the certificate unless sooner released or otherwise discharged.

Section 9.07 Deducting Delinquencies and Other Debts from Disbursements.

Whenever a person has incurred any delinquency, debt, or other financial obligation to the District for any District services rendered or materials or equipment supplied, the amount of such obligation due the District may be deducted from any deposits, credits, refunds or other disbursement from the District to such person, at the discretion of the District Manager.

Section 9.08 Transfer of Delinquent Account to Active Account of Same Owner.

If a District customer receives water or sewerage services at more than one location and has more than one account with the District and if such customer terminates one customer leaves an account with a balance owing and

subsequently desires to open a new account with the District, such balance owing or such delinquency may be transferred to any other new or active service account held by the same customer.

Section 9.09 Collection of Current Yearly and Delinquent Charges for Wastewater Management Systems and Services with General Taxes: Authorization.

Health and Safety Code and the Water Code authorize the District to prescribe and collect fees and charges for sanitation and sewerage facilities and services, and further provide for the collection of current yearly and delinquent charges with general taxes as set forth herein, as an alternative to any other collection procedure.

Section 9.10 Adoption of Collection Procedure.

The procedure for the collection of current yearly and delinquent charges for wastewater services with general taxes as an alternative collection method as set forth in the Health and Safety Code is hereby adopted by the Board of Directors of the San Lorenzo Valley Water District and made a part of these Rules and Regulations.

Section 9.11 Election by Board of Directors to Collect Fees on Tax Roll.

The Board may, by ordinance or resolution approved by a two-thirds vote, elect to have current yearly and delinquent charges and fees for the sanitation and sewerage facilities and services collected on the County tax roll together with general taxes.

Section 9.12 Written Report.

As required by Health and Safety Code, if the Board elects to implement the described collection procedure, it shall require a written report to be prepared each year and filed with the District Secretary, which shall contain a description of each parcel of real property receiving such services and facilities and the amount of the charge which is current yearly and delinquent for each parcel for the year computed, in conformity with the District Rules and Regulations or resolutions fixing such charges.

Section 9.13 Publication of Notice of Report and Hearing.

The District Secretary shall cause notice of the filing of said report and of the time and place of the hearing thereon to be published pursuant to Government Code 6066, once a week for two successive weeks prior to the date set for hearing, in a newspaper of general circulation within the county.

Section 9.14 Mailed Notice.

Before collecting such charges on the tax roll for the first time, the District Secretary shall cause a written notice of (1) the filing of the written report; (2) the proposed collection of the charges with the general taxes and (3) the time and place of the public hearing on the report and collection to the person named on the last equalized

assessment roll available at the address shown or as known to the Secretary. If the Board adopts the report, then the requirements for written notice shall not apply to hearings on reports prepared in subsequent fiscal years and notice by publication shall be adequate.

Section 9.15 Noticed Public Hearing.

At the notice of public hearing, the Board shall hear and consider all objections or protests, if any, to said report and may continue the hearing from time to time. If the Board finds that protest is made by the owners of a majority of separate parcels of property listed in the report, then the report shall not be adopted and the charges shall be collected by alternate methods.

Section 9.16 Determination by Board.

Upon conclusion of the hearing, the Board may adopt, change, reduce, or modify any charge or overrule any or all objections and shall make its determination on each charge as described in said report which determination shall be filed.

Section 9.17 Filing of Report.

On or before the tenth day of August of each year following such final determination, the District Secretary shall file with the County Auditor a copy of said report with a statement signed by the Secretary that the report has been finally adopted by the Board of Directors. The County Auditor shall enter the amount of the charges against the respective lot or parcels of land as they appear on the current assessment roll. Where any such parcels are outside the boundaries of the District, they shall be added to the assessment roll of the District for the purpose of collecting such charges. If the property is not described on the roll, the auditor may enter the description thereon together with the amounts of the charges, as shown on the report.

Section 9.18 Lien.

Except as provided in Health and Safety Code 5473.8 regarding bona fide purchasers for value without prior recorded notice, the amount of the charges shall constitute a lien against the lot or parcel of land against which the charge has been imposed as of noon on the first Monday in March immediately preceding the date of levy.

Section 9.19 Inclusion of Charges in Bills for Taxes.

The tax collector shall include the amount of the charges on bills for taxes levied against the respective lots and parcels of land.

Section 9.20 Collection; Delinquency Date; Penalty.

Thereafter the amount of the charges shall be collected at the same time and in the same manner and by the same persons as, together with and not separately from, the general taxes, and shall be delinquent at the same time and thereafter be subject to the same delinquency penalties. All laws applicable to the levy, collection and enforcement of general taxes are applicable to such charges.

Section 9.21 Lien; Recording, Force, Effect, and Priority.

Charges for services and facilities furnished by the District shall constitute a lien against the lot or parcel of land against which the charge was imposed if said charges remain delinquent for a period of 60 days, and the District shall include a statement to each property owner which shall notify the property owner of the lien provided by this section for delinquent payment of charges. The lien provided herein shall have no force or effect until recorded with the County Recorder, and when so recorded shall have the force, effect and priority of a judgment lien, and continue for three years from the time of recording unless sooner released or otherwise discharged.

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Article X. COMPLAINTS AND DISPUTED BILLS

Section 10.01 Report and Adjustments.

Customer complaints regarding water service or disputes regarding the correctness of a bill for water service shall be directed to the District Manager for consideration and adjustment.

Section 10.02 Complaints at Board Hearing.

If a customer is unable to resolve their complaints through discussion with the District Manager, the customer may either submit their complaint in writing with a full and detailed explanation to the Board, or the customer may appear in person before the Board at any regular meeting.

Section 10.03 Disputed Bills.

If a resolution to a disputed bill cannot be reached between the customer and the Manager, the customer within twenty (20) days after the bill becomes due and payable may deposit with the District the amount of the disputed bill, together with a full explanation of the dispute. The remittance so deposited shall be made payable to the District, and the District shall be notified that the deposit is against a disputed bill. At its regular meeting following receipt of the deposit, the Board will hear the dispute and will render its decision thereon. The hearing for good cause may be continued to the next regular meeting of the Board. Service will not be discontinued pending the outcome of the hearing, provided that subsequent bills are paid or the amount thereof deposited unconditionally with the District.

Section 10.04 Water Bill Adjustment

A customer may request in writing an adjustment on their water bill, stating that the bill for water service was excessive due to the loss of water beyond the meter outlet as a result of a faulty fixture or broken or damaged pipe. Upon making a finding and determination that the customer's bill for water service is excessively high, that the customer exercised timely and reasonable diligence in correcting the problem which resulted in excessive water consumption, and that the consumption could have reasonably gone unnoticed, the District Manager may authorize adjustment of the customer's bill.

Whenever the District approves a customer's request for adjustment due to loss of water beyond the meter, the consumptive tier charge applicable to the last unit of usage for the customer's annual average monthly usage shall be utilized and applied to all units of consumption in excess of the customer's monthly annual usage.

The customer's actual total water charges due the District for said period will be recalculated based upon the aforementioned procedure. The customer's bill shall be adjusted by 50% of the usage in excess of the customer's annual average

monthly usage. Excluded from the adjustment will be any and all amounts in excess of \$2,500.

Said adjustment may only be administered one time per customer account and may only be applied to one billing period. In addition, the District Manager may enter into an arrangement for repayment of such excessive bill, providing all unpaid charges are paid within 24 months. The customer shall pay the adjusted water bill.

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Article XI. PRIVATE FIRE PROTECTION SERVICE

Section 11.01 Payment of Cost.

The applicant for private fire protection service shall pay the total actual cost of installation of the service from the distribution main to the customer's premises including the cost of a detector check, meter or other suitable and equivalent device, valve and meter box, said installation to become the property of the District.

Section 11.02 No Connection to Other System.

There shall be no connections between this fire protection system and any other water distribution system on the premises.

Section 11.03 Use.

There shall be no water used through the fire protection service except to extinguish accidental fires and for testing the fire equipment.

Section 11.04 Meter rates.

Any consumption of water recorded on the meter will be charged for at such rates as the Board may fix by resolution, except that no charge will be made for water used to extinguish accidental fires where such fires have been reported to the fire department.

Section 11.05 Monthly rates.

The monthly rates for private fire protection shall be established by the Board.

Article XII. RATES AND CHARGES

Section 12.01 Establishment of Rates and Charges.

The Board may by resolution establish the rates and charges for all services which the District is authorized to furnish. Such rates and charges shall be fixed to apply uniformly throughout the District or within areas within the District according to the circumstances that prevail in such areas.

Section 12.02 Connection Fee – Bear Creek Road Main Extension

The District has installed and paid for a water main extension in Bear Creek Road commencing approximately 2,950 feet from Highway 9 and extending to the entrance of Bear Creek Estates Subdivision, thereby increasing the service area of the District. In addition to all other regular charges for service connections prevailing from time to time, charges based upon meter size as shown on the District's most current Schedule of Rates and Charges as 'Bear Creek Road Main Extension Connection Fees' shall be paid upon application for any service connections made to or served by the said water main extension, except connections made to the Bear Creek Estates distribution system.

Section 12.03 Connection Fee

Each applicant for new water service connection shall pay a connection fee to the District at the time of filing an application for water service based upon the size of the meter to be installed according the District's most current Schedule of Rates and Charges.

No application for a new water service shall be deemed complete until the connection fee is paid to the District. The connection fee shall be in addition to the charge for the installation of water service and private fire protection service and other pre-connection charges established by the Board of Directors.

Section 12.04 Exemption

No applicant for new water service connection shall be exempt from the payment of the connection fee unless specifically exempted therefrom by resolution of the Board of Directors. Such exemption shall be granted only upon a finding by the Board of Directors that facilities or other consideration are furnished to the District in lieu of the capital costs component upon which the connection fee is based.

Section 12.05 Meter Installation for Regular Water Service, Charges For

The charges for setting meters for regular water service are established as shown on the District's most current Schedule of Rates and Charges.

The District shall install the meter at cost. Where the cost is greater than the deposit, the Applicant shall pay the District the balance. Where the deposit is greater than the cost, the District shall refund the remaining amount.

Section 12.06 Water Charges – Regular Service

- (a) The standard minimum monthly fixed water charge per meter shall be as shown on the District's most current Schedule of Rates and Charges.
- (b) Each residential dwelling unit receiving water service from the District shall have metered water service which shall be sized in accordance with District standards.
 - (i) Definition – For purposes of this section, a residential dwelling unit is defined as each structure or unit within a structure which is designed, constructed or used for human habitation and which is improved with cooking facilities and permanent connections to sanitation facilities and has an area for sleeping. Examples of residential dwelling units include a single family residence, each apartment within an apartment building, each unit of a duplex, each mobile home unit or trailer unit within a mobile home park or trailer park, a cabin and a trailer. This definition does not include recreational vehicles designed and used for intermittent recreational use. However, if a recreational vehicle or similar unit is actually used as a permanent dwelling unit and otherwise meets the definition herein, it shall be charged as a residential dwelling unit.
- (c) Each parcel improved with one or more residential dwelling units shall have a water meter sized in accordance with District standards.
- (d) Each parcel improved with one or more residential dwelling units shall be required to have a separate meter for each dwelling unit.
- (e) A customer who is dissatisfied with the determination of the District Manager regarding the classification of a structure or a recreational vehicle as a residential dwelling unit may appeal that determination to the Board of Directors.
- (f) The owner of a parcel which is improved with two or more residential dwelling units may appeal the water meter size requirements set forth in this section on the grounds that: The additional unit or units is/are used or occupied fewer than forty days per year; and such use is limited to personal guests of the occupants of the main unit; and that such additional units are not let, leased or rented. An application for a variance shall be filed pursuant to the appeal procedure set forth in this section. The Board of directors may grant such a variance, with conditions, including time limitations, and may also revoke such variance for good cause. The Board of Directors shall set an annual review date of the first meeting in November of each year to consider expirations, new applications and applications for renewal of such meter size variances. This review date is not exclusive, and the Board may schedule additional hearings on variations as appropriate.

Section 12.07 Water Charges - Surplus Water

Fixed charges and unit charges for surplus water shall be established by the Board of Directors from time to time.

Section 12.08 Account Establishment Deposit and Charge

A non-refundable account establishment deposit of \$40.00 shall be required when setting up a new account.

The account establishment deposit shall be held by the District until the property is transferred and the account is closed, at which time the deposit will be applied to the closing bill. Interest on such deposit, if any, shall accrue at the same rate of other District investments.

The account establishment deposit shall be \$15.00 if the applicant opening the account has another account with the District which is active and current.

Section 12.09 Sizing of Meters

Meters shall be sized on a fixture unit basis. Fixture units shall be counted as provided in the most currently adopted Uniform Plumbing Code of the State of California (UPC). Water supply outlets for items not listed within the UPC shall be computed at their maximum demand. The total equivalent fixture units on the actual installation shall be added up and the meter shall be sized in accordance with District Standards.

Applicants shall provide plans to the District showing the fixture units anticipated for the house. Should the final count of actually installed fixture units be greater than those anticipated, then the actually installed units shall be the basis for sizing of the meter and paying connection fees.

Section 12.10 Connection Charges

Connection charges shall be based upon the size of the meter determined by the District. Connection charges for Residential Fire Sprinkler Systems shall be equal to the meter size excluding the count of fixture units for the fire sprinklers. Existing domestic services shall pay additional connection charges if a fixture unit count of all fixtures attached to the meter requires a larger meter, excluding the count of fixture units for fire sprinklers.

Section 12.11 Water Meter Review Sheet

The District will prepare water meter review sheets for any proposed fire sprinkler system in combination with a domestic service. The District will deny those systems which exceed the capabilities of the District's infrastructure in any particular area. The applicant may appeal a denial to the Board of Directors.

Section 12.12 Customer Responsibility for Worn-out meters

All District customers, regardless of whether they have combined fire sprinklers and domestic systems, or simply domestic systems, are responsible for the entire

cost of replacing undersized meters worn-out due to excessive flows; either intermittent or continuous. The District shall accumulate the costs of replacing a worn-out meter and shall charge the customer the cost that has been incurred. Larger meters installed due to higher flows shall pay additional connection charges for the increase in meter size.

Section 12.13 Exclusion of Liability for Loss or Supply or Pressure

An applicant requesting service shall indemnify and hold the District, its officers and employees harmless from any claims that may result from the failure to supply adequate flow, adequate pressure or the changing of the District's system operation which might affect either the fire or domestic service. Additionally, any losses that might occur due to such an effect will also be excluded from recovery.

Section 12.14 Water Use

The customer is responsible for all charges resulting from water going through the meter regardless of its ultimate use.

Section 12.15 Signature on Waiver

All applicants for service shall sign a waiver informing them that the District is not responsible for delivering adequate water supply, adequate pressure or maintaining connections within certain pressure zones and that the District will not be responsible for any damages due to the failure of any private fire system.

Section 12.16 Residential Fire Sprinkler System

A residential fire sprinkle system up to a one-inch meter sizing may be installed in conjunction with a domestic service through a single service line supplying a new residential dwelling. All fire sprinkler systems above the size of one-inch meter size shall be installed in accordance with current District Standards.

The charges for installation of a joint domestic and residential fire protection service shall be at the actual cost to the District. The applicant shall place a deposit with the District. The amount of deposit shall be determined by the District Manger based on specific conditions of the installation. Costs exceeding the deposit shall be paid to the District by the applicant prior to receiving service. Any deposit money remaining after installation will be refunded to the applicant. Upon request, the District will provide a detailed cost breakdown for the installation of a residential fire sprinkler service.

Section 12.17 Collection Charge

If an employee is dispatched to discontinue water service for non-payment of a water bill or sewer bill, but prior to the actual disconnection of the service the District receives payment of the delinquent bill, the customer shall pay the sum of \$20.00 in addition to the tendered payment of the delinquent bill.

Section 12.18 Reconnection Charge

After a discontinuance of water service for violation of these Rules and Regulations or any other ordinance or resolution, the customer shall pay to the District a reconnection charge of \$40.00 to reconnect water service.

attachment - draft

Article XIII. SEWERAGE RULES, REGULATIONS, RATES, AND CHARGES

Section 13.01 Service Charge

The charge for sewerage service within the service area of the Bear Creek Estates Sewage Treatment Plant is \$45.00 per month.

Section 13.02 Regulation of Sewerage Discharge—Bear Creek Estates

- (a) Purpose. The purpose of these Rules and Regulations is to control and regulate sewage, liquid waste and industrial waste discharges into the sewerage system and treatment facilities of Bear Creek Estates Units 3, 4, and 5 and maintained by the San Lorenzo Valley Water District so the operations of and discharges from the sewerage system comply with all applicable State and Federal laws and regulations, including but not limited to the provisions of the federal Clean Water Act and the Porter-Cologne Water Quality Control Act, as implemented and enforced by the Central Coast Region Regional Water Quality Control Board.
- (b) Scope. These wastewater discharge Rules and Regulations sets uniform requirements for all waste discharges into the wastewater collection and treatment system and enables the San Lorenzo Valley Water District to comply with the administrative provisions of the Clean Water Grant regulations. The water quality requirements are set by the Regional Water Quality Control Board and the applicable effluent limitations, national standards of performance, toxic and pretreatment effluent standards, and any other discharge criteria which are required or authorized by State or Federal law, and are to derive the maximum public benefit by regulating the quality and quantity of wastewater discharged into those systems. These Rules and Regulations provides for the establishment of a surveillance and enforcement procedure to control the discharge of quality and quantity of certain wastes. Revenues derived from the costs required by these Rules and Regulations shall be used to defray the District's cost of conducting operation and maintenance of the system. The provisions of these Rules and Regulations shall apply to the discharge of all wastes to a public sewer of the San Lorenzo Valley Water District's Bear Creek Estates Units 3, 4, and 5 wastewater treatment facility.
- (c) Policy. The San Lorenzo Valley Water District protects the health, welfare and safety of the local residents by constructing, operating and maintaining a system of local sewers and laterals, trunk sewers and interceptors, and liquid waste treatment and disposal facilities that service the homes of residents in Bear Creek Estates Units 3, 4, and 5. The following basic policies apply to sewage and liquid waste discharged into the sewerage system provided such wastes will not:

- (i) Contain toxics or other pollutants in amounts of concentration that endanger public health.
 - (ii) Detrimentially affect the local environments;
 - (iii) Create nuisances such as odors, insects, etc.
 - (iv) Endanger the physical integrity of the treatment works;
 - (v) Impose excessive collection, treatment or disposal costs on the District;
 - (vi) Significantly interfere with wastewater treatment processes; or
 - (vii) Cause violation of effluents or water quality limits and quantity requirements hereinafter established.
 - (viii) The highest and best use of the sewerage system is the collection, treatment, and reclamation or disposal of domestic sewage. The use of the sewerage system for industrial waste discharges is strictly forbidden by these Rules and Regulations. Users of the system will be required to comply with requirements as established by (1) The Environmental Protection Agencies of the United States; (2) State Regional Water Quality Control Board, Central Coast Region; (3) Santa Cruz County, and (4) San Lorenzo Valley Water District when discharging sewage and/or applying for approval to hook up a new home to the system and begin the discharge of sewage to the system.
- (d) Inspection. Water District inspectors or other authorized personnel shall identify themselves when entering any property for inspection purposes or when inspecting the work of any contractor. Inspection of every facility that is involved with the discharge of waste to the sewage collection and treatment facilities may be made by the District Manager or the Manager's representative. Inspections may be made to determine that such facilities are maintained and operated properly and are adequate to meet the provisions of these Rules and Regulations. Access to all facilities connected to the sewerage system shall be given to authorized personnel at all reasonable times or at other times when occasioned by emergency conditions. No person shall interfere with, delay, resist or refuse entrance to an authorized inspector attempting to inspect any waste generation, conveyance or treatment facility connected to the sewerage system.
- (e) Enforcement of Rules and Regulations. An authorized representative of the Water District may issue a Notice of non-Compliance/Order to Correct, or a Notice of Violation. A Notice of Non-Compliance/Order to Correct requires the party in violation to correct the identified non-compliance within 30 days, or as determined by the Water District. If at the end of that time the non-compliance condition has not been corrected to the District's requirements, a Notice of Violation will be issued..

- (f) **Penalty for Violations.** Any person who knowingly makes any false statement, representation, record, report, plan, or other document filed with the Regional Water Quality Control Board and/or the State Water Resources Control Board, or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required by the laws of the State of California shall be punished by a fine of not more than ten thousand dollars (\$10,000) or by imprisonment in a county jail for not more than six months or by both. Upon issuance of a Notice of Violation the District will begin charging penalties as specified below. Additionally, discontinuance of Service may be enforced.

Any person who willfully or negligently discharges pollutants except as allowed by waste discharge requirements or who willfully or negligently violates any effluent standard, water quality related effluent standard, national standard of performance, toxicity, or who violates any cease and desist order, prohibition, or waste discharge requirements shall be punished by a fine of not more than twenty-five thousand (\$25,000) nor less than two thousand five hundred (\$2,500) for each day in which such violation occurs, or by imprisonment for not more than one year in the county jail, or by both. If the conviction is for a violation committed after a first conviction of such person under this section, punishment shall be by a fine of not more than fifty thousand dollars (\$50,000) for each day in which such violation occurs, or by imprisonment for not more than two years in the county jail or both.

In the event of such violation, the District shall, upon authorization of its Board of Directors, petition the superior court to impose, assess, and recover such sums.

- (a) **Notice.** Whenever the District Manager finds that any person has violated or is violating these Rules and Regulations, or any prohibition, limitation, or requirement contained herein, the District Manager may serve upon such person a written notice stating the nature of the violation and providing a reasonable time, not to exceed thirty (30) days for the satisfactory correction thereof. Such notice shall be served in person or by registered or certified mail. If served by mail, the notice shall be sent to the last address known to the District. Notice shall be deemed to have been given at the time of deposit, postage prepaid, in a facility regularly serviced by the United States Postal Service.
- (b) **Time Limits.** Any time limit provided in any written notice or in any provision of these Rules and Regulations shall be extended only by a written direction of the District Manager.
- (c) **Establishment of Rules and Regulations.** The District Manager is hereby authorized and empowered to adopt such rules, regulations and standards as may be deemed reasonably necessary to protect the District sewerage facilities, to control and regulate the proper use thereof; provided, however, that the terms and provisions of such rules and regulations shall be promulgated in a manner best directed to result in the uniform control of the

sewerage systems within the District. District Manager shall, from time to time as he deems necessary, prepare additional rules and regulations as to the quality of the sewage or liquid waste discharged to the sewerage facilities of the District, and act to modify or amend such existing rules and regulations as he deems necessary. A discharger shall have the right to appeal any rule, regulation or standard on the grounds of extreme hardship, before the Board of Directors.

- (d) Reconsideration and Appeal Procedures. If the ruling made by the District Manager is unsatisfactory to the person requesting reconsideration, the person may make a written appeal to the Board of Directors within 45 days after notice of the action taken by the District Manager. The written appeal shall state all the pertinent aspects of the matter. Within forty-five days after the written appeal is received, the Board of Directors shall hold appear personally or through counsel, cross examine witnesses, and present evidence in their own behalf. Notice of the hearing shall be given at least fifteen days prior to the date of the hearing. Within 45 days after the hearing is closed, said Board of Directors shall make a final ruling on the appeal.
- (e) Payment of Charges and Delinquencies. All fees and charges made pursuant to the provisions of these Rules and Regulations and the approved Schedule of Fees are due and payable upon receipt of notice thereof. All such charges shall be and become delinquent twenty days after mailing or delivering notice thereof to the mailing address of the person subject to charges. All delinquent charges shall be deemed a violation of these Rules and Regulations and each day any such charge remains delinquent shall be deemed a separate violation. Discontinuance of Service will be enforced.
- (f) Recording of Fees and Charges. The District shall keep a permanent and accurate account of all fees and charges received under these Rules and Regulations, giving the names and addresses of the persons on whose accounts the fees and charges were paid, the date and amount thereof, and the purpose for which charges were paid.
- (g) Unless otherwise provided herein, whenever the fee and charges required by these Rules and Regulations are based on estimated values or estimated quantities, the District Manager shall make such determination in accordance with established estimating practices.
- (h) Any charge that becomes delinquent shall have added to it a basic penalty charge equal to ten (10) percent of the charge that became delinquent and thereafter an additional penalty shall accrue on the total charge due, including the ten percent basic penalty, at the rate of one-half of one percent (0.5%) per month until paid in full.
- (i) Collection. Upon direction of the Board of Directors any delinquent charge and all penalties including court costs and legal fees thereon, shall be

collected by lawsuit in the name of the District. Any such action for collection may include an application for an injunction to prevent repeated and reoccurring violations of these Rules and Regulations.

- (j) Malicious Damage to Sewerage Facilities. Any unauthorized entering, breaking, damaging, destroying, uncovering, defacing or tampering with any structure, equipment or appurtenance which is a part of the District sewerage system shall be a violation of these Rules and Regulations, and subject to prosecution under applicable laws.
- (k) Prohibited Waste Discharges. The constituents prohibited by these Rules and Regulations provide specific limits are established. In some cases, the concentration or amount of any particular constituents which will be judged to be excessive or unreasonable cannot be foreseen but will depend on the results of technical determinations relating to the particular situation and the actions of regulatory agencies. No discharger shall discharge or cause to be discharged to a public sewer, which connects to the District sewerage system, the following wastes:
 - (i) Any explosive mixtures, i.e. liquids, solids, or gases which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fire or explosion or be injurious to the sewerage facilities or the operation of the system. Prohibited materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, ethers, and peroxides.
 - (ii) Any toxic substances in amounts exceeding standards promulgated by the Administrator of the United States Environmental Protection Agency pursuant to Section 307(a) of the Clean Water Act and chemical elements or compounds phenols, or other taste or odor-producing substances, which may cause public nuisance or hazardous conditions to occur in the sewerage system, or any other substances which are not susceptible to treatment or which may interfere with biological processes or efficiency of the treatment system or that will pass through the system or which may cause abnormal increase in the operation costs of the treatment system.
 - (iii) Any waste which will cause corrosion or deterioration of treatment system. All wastes discharged to the public sewer system must have a PH value not less than 6.5 and not more than 8.4 standard units. Prohibited materials include, but are not limited to, acids, caustics, sulfides, concentrated chloride and fluoride compounds, and substances which will react with water to form acidic products.
 - (iv) Solid or viscous wastes which will or may cause obstruction to the flow in a sewer, or otherwise interfere with the proper operation of the wastewater treatment system. Prohibited materials include, but are not limited too, grease, un-comminuted garbage, animal guts or tissues, paunch manure,

bones, hairs, hides or flesh, entrails, whole blood, feathers, ashes, cinders, sand spent lime, stone, or marble dust, polishing compounds, resin beads, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, and similar substances.

- (v) Any unpolluted water including, but not limited to, water from swimming pools or spa systems or storm water origin, which will increase the hydraulic load on the treatment system.
- (vi) Oil and grease concentrations.
- (vii) Any garbage that is not ground sufficiently to pass through a 1/2" screen.
- (viii) Any amounts of suspended solids exceeding a concentration of 500 mg/l.
- (ix) Any wastes with amounts of dissolved solids which may cause violation of the Regional Water Quality Control Board requirements.
- (x) Any wastes which have chloride concentrations greater than Regional Water Quality Control Board discharge requirements.
- (xi) Any wastes containing over 0.1 mg/l of dissolved sulfides.
- (xii) Any waste containing organophosphorous and carbonate compounds in amounts greater than 1.0 mg/l.
- (xiii) Any water added for the purpose of diluting any wastewater discharge which would otherwise exceed applicable constituent concentration limit shall be considered a violation of these Rules and Regulations.

No person shall discharge or cause to be discharged to any public sewer which connects to the District sewerage system any sewage, liquid waste or industrial waste, if in the opinion of the District Manager such discharge may have an adverse or harmful effect on sewers maintenance personnel, sewage treatment plant personnel or equipment, treatment plant effluent quality, public or private property, or may otherwise endanger the public or local ecological system or create a public nuisance. The District Manager in determining the acceptability of specific wastes, shall consider the nature of the waste and the adequacy and nature of the collection, treatment, and disposal system available to accept the waste. Affected persons shall have the right of appeal before the Board of Directors as set forth in Section 17.2j if the District Manager's determination creates an extreme hardship or is considered unreasonable.

- (a) Liquid Waste Sampling, Analysis and Flow Measurements. Periodic measurements of flow rates, flow volumes, Chemical Oxygen Demand and suspended solids shall be made as determined by the District Manager and in accordance with the District's permit to discharge limitations. All sampling, analyses, and flow measurements of industrial or liquid wastes shall be

performed by a District approved laboratory or by District personnel. All sewage analyses shall be conducted in accordance with the appropriate procedure contained in the current edition of "Standard Methods." If no appropriate procedure is contained therein, the standard procedure of the industry or a procedure judged satisfactory by the District Manager shall be used to measure flow constraints and constituents. Any laboratory or public agency performing tests shall furnish any required test data or information on the test methods or equipment used, if requested to do so by the District Manager. The sampling, analysis and flow measurement procedures, equipment and results shall be subject at any time to inspection by the District. Sample and flow measurement facilities shall be such as to provide safe access to authorized District personnel.

(b) Damage to Sewerage Facilities or Processes By Prohibited Waste or Liquid Waste Discharge. Any discharger who negligently allows or intentionally discharges or causes the discharge of prohibited sewage liquid waste or industrial wastes to the public sewer and such discharge causes damage to District facilities or causes detrimental effects on District treatment processes shall be liable to the District for all damages caused.

(c) Excessive Sewer Maintenance Expense. No dischargers shall discharge or cause to be discharged to a public sewer, any waste that creates a stoppage, plugging, breakage, any significant reduction in sewer capacity or any other damage to sewers or sewerage facilities of the District. Any excessive sewer or sewerage maintenance expenses or any other expenses attributed thereto will be charged to the offending discharger by the District.

(d) Availability of Sewerage Facilities. The sewerage capacity is limited to serve the residents in Bear Creek Estates Units 3, 4, and 5 and parcel number 89-241-16 inclusive. The specific parcel numbers of units to be served are as follows:

89.301.06; 89.301.07; 89.301.08; 89.301.21; 89.301.20; 89.301.11; 89.301.12;
89.301.13; 89.301.22; 89.301.16; 89.301.17; 89.301.18; 89.301.19; 89.301.02;
89.301.01; 89.301.03; 89.301.04; 89.301.05, 89.291.01; 89.291.02; 89.291.03;
89.291.04; 89.291.05; 89.291.06; 89.291.07; 89.291.08; 89.282.03; 89.282.04;
89.282.05; 89.282.06; 89.282.07; 89.282.08; 89.282.09; 89.282.10; 89.281.24;
89.281.23; 89.281.22; 89.281.21; 89.281.20; 89.281.29; 89.281.33; 89.281.17;
89.281.16; 89.281.15; 89.281.14; 89.281.13; 89.281.04; 89.281.03; 89.281.02;
89.281.01; 89.281.12; 89.281.32; 89.281.31; 89.281.10; 89.281.10; 89.281.09;
89.281.08; 89.281.07; 89.281.06; 89.281.05; 89.421.16 (Note: Not in Bear Creek Estates)

The above parcels are the only parcels eligible for connection to the system.

The District may refuse or delay immediate service to new facilities in the above specified parcels if quantity or quality of wastewater is unacceptable in the available treatment facility.

- (e) Discharge of Rainwater or Uncontaminated Water. No person shall discharge or cause to be discharged any rainwater, storm water, groundwater, street drainage, subsurface drainage, roof drainage, swimming pool, spa drainage, yard drainage, water from yard fountains, ponds or landscape irrigation or any other uncontaminated water into any sewage facility owned by the District.
- (f) Hookup Procedure for Parcels Designed to Be Incorporated into the System. A County building permit must be obtained prior to the request of the San Lorenzo Valley Water District for a permit to hook onto the system. The District will provide a letter of intent upon request by the parcel owner so a County building permit can be obtained. Once a sewer connection permit request is filed with the San Lorenzo Valley Water District, one full set of plans will be required for Staff review of operation and proposed placement of mains and laterals for the collection of domestic wastewater. Prior to the issuance of the sewer connection permit by the District, Staff will inspect the proposed site and review any comments made by Santa Cruz County. If no errors or problems are encountered, a sewer connection permit will be issued.

All mains, laterals and manholes are to be constructed in accordance with Santa Cruz County codes and standards. Site inspections will be required during construction of the new laterals and mains to insure proper construction procedures. The following quality assurance tests must be met before acceptance of a new lateral, main or manhole is approved.

It is the owner's responsibility to maintain the sewer lateral from the residence to the street main collection system.

Any owner of a parcel noted in this section may request to sell their hookup right which is connected to their parcel separate from the parcel itself. Prior to the sale of the hookup right, the owner is required to notify and receive Santa Cruz County approval and San Lorenzo Valley Water District approval in writing. The owner will be required to file a public notice of no connection possibility for a parcel previously listed as available for hookup to the Bear Creek Estates system and that the parcel will not be required to meet all Class II requirements as specified by the State. There are only 60 maximum connectible parcels for Bear Creek Estates Sewerage Facilities.

A recorded attachment to the deed of the property would be required stating the information contained in the public notice above.

Section 13.03 Sewer Service Rates and Charges

Basic service costs include those for routine performance, inspections, enforcement, water and effluent quality monitoring, and general agency

administrative costs and overhead. These services benefit all users to an equal degree and will be charged as an equal service fee to all users. Current rates and charges for sewer service are listed in the current Schedule of Rates and Charges.

Special services costs include the services outlined below which benefit specific properties and which will be supported by the benefitting properties. Costs for these services will be accounted for separately and billed on an as-delivered basis to the benefitting properties in the subsequent basic services bill.

Construction Inspections: \$60 per lot.

Special Inspections: \$15.00 per lot.

Design Inspections/Review: \$15.00 per lot.

Legal Costs for Abatement: Charged at agency cost.

Permit for Hookup to System: \$750 per lot.

Sewer Main Extension Required by Developer: At cost of developer plus inspection costs.

Charges are established by resolution of the Board of Directors and/or amendments to same. The residents and owners of the eligible parcels as specified in this Article are ultimately responsible for the costs to purchase, build, operate and maintain the system.

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Article XIV. CONTRACTS AND PURCHASING

Section 14.01 General

All purchase of and contracts for supplies, materials, equipment and services shall be based, whenever feasible, on competitive bids or quotations. Notwithstanding the provisions of these regulations, if the expenditure for the routine purchase of supplies, materials, equipment or services is estimated to cost Five Hundred Dollars (\$500) or less, the District Manager may authorize such purchase without calling for competitive bids or quotations.

Section 14.02 Public Notice.

All contracts to be awarded by competitive bidding shall be advertised via on-line posting, publication in trade or association periodicals or websites, and by other forms of distribution as determined by the District Manager, to ensure sufficient responsive bids .

Section 14.03 Lowest Responsible Bidder

All purchases shall be made from and all contracts shall be awarded to the lowest responsible bidder, except that when price and quality are equal, preference may be extended to local bidders.

Section 14.04 Rejection of Bids.

The Board of Directors hereby reserves the right and discretion to reject any and all bids if the Board determines that to do so would be in the best interest of the District, or for any other reason permitted by law.

Section 14.05 Informal Bidding Procedure.

When the estimated cost for purchases of materials, supplies, or contractual services exceeds Five Hundred Dollars (\$500) but is less than Ten Thousand Dollars (\$10,000), the informal bidding procedure set forth herein shall be followed. Quotations shall be required and shall be solicited by posting notices to bidders on the Districts bulletin board and by written or telephone requests from at least three different available sources of supply. Upon receiving at least three quotations, the District Manager shall be authorized to contract for the purchase of materials, supplies or services by means of a written purchase order. Quotations shall be open to public inspection for thirty days after purchase.

Section 14.06 Formal Bidding Procedures.

When the estimated cost for purchases of materials, supplies, or contractual services exceeds Ten Thousand Dollars (\$10,000), the formal bidding procedure set forth herein shall be followed. Written contracts for the purchase of materials, supplies or services shall be required and shall be approved as to form by the attorney for the District.

Section 14.07 Waiver of Provisions--\$500 or less

- (a) Waiver of Provisions—Competitive Bidding. Notwithstanding any other provisions of these rules, the board by four-fifths vote may waive as to individual purchases the competitive bidding requirements of these rules and may make such purchases without calling for bids.

Section 14.08 Signing of Contracts.

All contracts shall be signed in behalf of the District by the president of the Board of Directors.

Section 14.09 Professional, Specialized, Consultant or Sole Source.

Whenever professional specialized consultant or sold source services or supplies are purchased, the Board may dispense with the provisions of this Article.

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Article XV. CROSS CONNECTION CONTROL PROGRAM

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Article XVI. WELLS

Section 16.01 Permit Requirement

- (a) No well shall be constructed within the District until a health permit is obtained from the County Health Officer by the Applicant under County procedure and regulations including quality and quantity and a well permit is issued by the District.
- (b) Within thirty (30) calendar days after receipt of the application, the Board shall either grand, conditionally grant, or deny the permit. A permit shall not be issued if in the judgment of the District Manager, the well may jeopardize the health, safety, or welfare of the people of the District. The District Manager shall require that there be compliance, at the Applicant's expense, with the California Environmental Quality Act and Water Well Standards of the State of California, if, in the District Manager's opinion there may be a significant effect on the environment or the resources of the District. The decision of the District Manager may be appealed to the Board.
- (c) The District may not deny a permit in areas which will not affect the wells of the District. In these areas the District, by the conditions of a permit, will only insure that wells will not damage other users of groundwater basins. The District may deny permits in areas which do affect the wells of the District and then only upon passing a resolution declaring a groundwater emergency.

Section 16.02 Permit procedure.

Application for District well permit shall be made on forms provided by the District and shall include reference to a County Permit showing that the location and conditions meet requirements of the County Health Officer. Application for a well permit shall be accompanied with fee of \$25 provided however, that if said parcel or any portion thereof, be situated within 500 lineal feet or less from an existing fire hydrant, an additional fire protection, water storage and transmission fee shall be paid the District in the amount of 20 percent of the then current District water connection fee, and further provided that if the conditions imposed by the District require that said well use be monitored by the District pursuant to an Environmental Impact Report or other finding, that actual cost thereof shall be billed to the Applicant on a quarterly basis and the Applicant shall pay said billing within 30 days. The additional fire protection, water storage and transmission fee shall be waived if the parcel is a non-multiple unit customer of the District.

Section 16.03 Exemption for Pre-Existing Wells.

Any property upon which a well had been completed prior to March 16, 1987, shall be exempt from the requirements of this article provided: (1) said existing well continues to meet health requirements, and (2) that the water extracted from the well shall not be used beyond the limits of the property upon which the well is

situated, and (3) that the depth, diameter, or volume of the flow from the well is not increased.

Section 16.04 Well Failure.

The issuance of a well permit does not warrant or assure that water production will continue or will be supplemented by the District in the event of subsequent failure of said private well. Permits, if issued, allow the Applicant to exercise a right to drill and use a well to serve the property upon which the well is situated. The permit procedure herein provided is a means to establish information about and limitations on the extraction of water to protect the general health, safety and welfare of the entire community water supply.

Section 16.05 Reservation of District's Right to Serve Public.

The issuance of a permit by the District shall not entitle the permit applicant, their successors and assigns, to gain higher or exclusive rights to said water over those rights of the District, but shall be subject to the higher pre-emptive public rights of the District in the event of an emergency to protect the general health, safety and welfare of the District and its inhabitants.

Section 16.06 Expiration of Permits.

- (d) Each permit issued pursuant to this article shall expire and become null and void if the work authorized thereby has not been completed within one year following the issuance of the well permit.
- (e) Upon expiration of any permit issued pursuant thereto, no further work may be done in connection with construction, repair, reconstruction, or abandonment of a well unless and until a new permit for such purpose is secured in accordance with the provisions of this article.

Section 16.07 Investigation.

The District Manager or the Manager's authorized representative may, upon reasonable cause to believe that a well is causing a nuisance by polluting or contaminating ground water, investigate the situation to determine whether such a nuisance does in fact exist. He shall have the power, when in the performance of the manager's duty and upon first presenting credentials and identifying as an employee of the District to any person apparently in control of the premises to enter upon such premises between the hours of 8:00 a.m. and 6:00 p.m. to discover or inspect any condition which appears to indicate such a nuisance. He may examine such premises, things, or conditions, take such samples and make such other tests as needed and take other steps reasonably necessary for the proper investigation and determination of whether such a nuisance exists.

Section 16.08 Order to Abate Nuisance.

Whenever the District Manager determines that a well is polluting or contaminating groundwater or is otherwise not in compliance with the provisions of this article,

the Board may order the abatement of said well as a nuisance in accordance with the provisions of this article or the County Water District Law.

Section 16.09 Groundwater Emergency.

A groundwater emergency shall be declared in areas demonstrated to be experiencing a groundwater overdraft exceeding the safe yield in order to prevent further depletion and degradation of water resources where such degradation threatens the public health, safety and welfare of the community.

- (a) A declaration of a groundwater emergency shall be made by the Board upon recommendation of the District Manager and only after a public hearing. Such an emergency shall be declared by resolution of the Board after said public hearing to consider all relevant information such as, but not limited to, the most current groundwater study, recommendations of water purveyors and only after the first three findings or the fourth can be made:
 - (i) The designated areas experienced a groundwater overdraft exceeding the long-term average annual recharge of groundwater resources;
 - (ii) The creation of new wells or the expansion of existing wells will significantly increase the demand on the affected aquifer and thereby increase the overdraft and;
 - (iii) The continuation of the overdraft will result in further depletion and degradation of the water resource that can lead to, but is not limited to, impairment of the aquifer or allowing the ingress of low quality or saline waters.
 - (iv) Contamination of the groundwater has caused an emergency in the existing wells in the area.
- (b) Measures to Alleviate Groundwater Emergency. The areas where a groundwater emergency is declared, the Board shall take action to establish water conservation measures, to limit construction of new wells, to require pumping from or expansion of existing wells, and in order to prevent depletion and degradation of the affected aquifer.
- (c) Duration of Groundwater Emergency. A groundwater emergency and the measures enacted to alleviate the emergency shall remain in effect until rescinded as established below.
- (d) Rescinding of Groundwater Emergency. A groundwater emergency shall be rescinded by resolution of the Board after a public hearing when one of the following findings are made.
 - (i) Alternative water sources which compensate for the existing overdraft and supply the affected area are developed.

- (ii) A groundwater management program is implemented which will allow for additional development without contribution to groundwater overdraft; or
- (iii) The Board determines that new information is available which indicates that the technical data upon which the original findings were based is no longer valid.

Section 16.10 Enforcement.

- (a) Notice of Violation. In the event a well subject to this article is found to be a public nuisance contrary to the terms of this article or the permit issued pursuant to this article, the District Manager shall give written notice to the owner of the land as shown on the most recent equalized assessment roll, or the permittee at this address listed on the permit if a permit has been issued, which notice shall state the nature of the violation, the corrective measure to be taken, and a reasonable time within which correction must be made. Said notice shall include a statement that if the landowner or permittee fails to make corrections within the period specified, the District may abate the condition at owner or permittee's expense.
- (b) Abatement by District. If the corrections listed in the notice given pursuant to the Article are not made as required in said notice, the District Manager with the approval of the Board, and after a reasonable opportunity for the person notified to be heard by said Board, may abate the condition. The owner or permittee shall be liable for the cost thereof.
- (c) Emergency Abatement. If the District Manager finds that a well subject to this article is, by reason of condition, operation or maintenance, causing significant irreparable damage to the groundwater or presents an immediate danger to health and safety, and that it is impracticable to notify the owner or permittee, the District Manager may perform emergency work necessary to abate the condition without giving notice as required in 10a above, and the owner of the land as shown on the last equalized assessment roll shall be liable for the costs thereof.

Section 16.11 Violation a Misdemeanor; Punishment.

After publication of this article, it is a misdemeanor for any person to violate any provision, restriction or prohibition, until the article has been repealed or the emergency or threatened emergency has ceased, and upon conviction thereof, that person shall be punished by imprisonment in the County jail for not more than thirty days or by fine of not more than Six Hundred Dollars (\$600), or by both the fine and imprisonment.

Section 16.12 Conflicts.

All ordinances of the District in conflict with the terms and conditions of this article are hereby repealed to the extent of such conflict.

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POLICIES AND PROCEDURES OF THE SAN LORENZO VALLEY WATER DISTRICT
(Adopted FEBRUARY 4, 2016)

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REVISIONS

- 02/04/2016 - Policies and Procedures adopted by Resolution 27 (15-16)

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San Lorenzo Valley Water District
Policies and Procedures

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TABLE OF CONTENT

ARTICLE I. GENERAL PROVISIONS 1

SECTION 1.01 GENERAL 1

SECTION 1.02 WATER SYSTEM 1

SECTION 1.03 SEPARABILITY 2

SECTION 1.04 RECORDS 2

SECTION 1.05 EMPLOYER-EMPLOYEE RELATIONS 2

SECTION 1.06 POLICY REGARDING ACCESS TO PERSONNEL FILES 2

ARTICLE II. PUBLIC FIRE PROTECTION 5

SECTION 2.01 USE OF FIRE HYDRANTS 5

SECTION 2.02 PENALTIES 5

ARTICLE III. SEWERAGE POLICIES 6

SECTION 3.01 FACILITIES 6

ARTICLE IV. CONTRACTS AND PURCHASING 8

SECTION 4.01 QUALIFICATION OF BIDDERS 8

SECTION 4.02 SEALED BIDS 9

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Article I. GENERAL PROVISIONS

Section 1.01 General

- (a) The manager shall institute measures to continually monitor the sources and facilities of the District to assure the adequacy of such sources and facilities to supply the customers of the District, both present and prospective. Members of the District's staff shall be encouraged and directed to report to the manager any changes in the sources and facilities which might affect in any way the capability of the District to supply its customers, present and prospective. The Manager shall report to the Board of Directors as required from time to time by the Board of Directors, the status of the capability of the District's sources and facilities to supply the District's customers and meet the demands upon the waterworks system.
- (b) The manager shall review all applications for water service connections to determine whether such connections can be made to the District's system or any subsystem thereof without impairing the system's or subsystem's capability of supplying water in accordance with good waterworks management practices and shall report to the Board of Directors when, in his opinion, the addition of service connections to the District's system or any sub system thereof will reduce the level and quality of service to the near minimum of good waterworks management practices.
- (c) The planning and designing of repairs, replacement and improvements of District facilities shall be accomplished to provide for the orderly development of the waterworks system. Wherever feasible, such planning and designing shall provide for the orderly expansion of the District's waterworks system when it is foreseeable that such expansion is reasonably probable.
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The District will operate and maintain a system plant, work and undertaking used for and useful in obtaining, conserving and disposing of water for public and private uses, including all parts of the enterprise, all appurtenances to it, and lands, easements, rights in land, water rights, contract rights, franchises, and the water supply, storage and distribution facilities and equipment.

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If any section, subsection, sentence, clause, or phrase of this policy is for any reason held to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this policy.

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Section 1.04 Records

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The District will establish and implement a record control system designed to prevent the loss, misplacement or alteration of District Records. Any person seeking to inspect public records shall comply with this record control system.

- Deleted:** Such designated employee shall use this key for access to the Manager and Secretary offices only as a substitute for the Secretary when the District Secretary and Manager are absent from the office during regular office hours.

In compliance with the Public Record Request Act, any person, including a member of the Board, a District employee, a consultant or agent of the District, or a member of the public who desires to inspect District public records shall notify the District Manager.

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Section 1.06 Policy Regarding Access to Personnel Files

It is the policy of the District to maintain the confidentiality of employee personnel files and records. Such files and records are not public records and access shall be limited to legitimate administrative and judicial purposes as set forth in this ordinance. Information contained in personnel files, which by law is of public record, such as compensation, shall also be maintained as a public record which the District shall maintain separately from the personnel files.

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- (a) The District shall maintain all personnel files and records in a secured location with restricted access.
- (b) Upon request an employee shall be entitled to a copy of his or her complete personnel file and records.
- (c) No personnel files or records shall be removed from the District offices, except as compelled by judicial or administrative process or by any other specific provision of law.
- (d) Copies of such files or records may be made and/or released only in compliance with these Policies and Procedures.
- (e) The District shall not use or disclose or permit its employees, agents, members of the Board, or members of the public to have access to, or to use or disclose information contained in an employee's personnel file or records except as follows:
 - (i) The information may be disclosed to third parties if the employee (or his/her legal representative) signs a written, dated authorization for the District to disclose such information. Such authorization may state limitations of the type or use of information to be disclosed, and the names or functions of the person(s) or entities authorized to obtain such information.
 - (ii) Such information which is relevant in a lawsuit, arbitration, grievance, or other claim or challenge to which the District and the employee are parties may be used or disclosed in connection with that proceeding.
 - (iii) Information which is relevant to the administration of the District, including the administration and maintenance of employee benefit plans, health care plans, disability plans, worker's compensation, insurance plans, financial and/or retirement plans, and other similar programs, may be used or disclosed for such purpose by the designated District employee(s) responsible for administering and maintaining such plan or program.
 - (iv) The designation of such employee(s) authorized to have access to personnel files of non-classified employees for any stated purposes shall be by Board resolution.
 - (v) A Personnel Action Form shall be used to document administrative actions regarding employment status, compensation, benefits, and payroll deductions. Said forms shall be distributed to the employees responsible for administering such programs.
 - (vi) In an emergency situation, or when the employee is incompetent or incapacitated, medical information may be disclosed to a health care professional or facility to aid in the diagnosis or treatment of an employee.
 - (vii) Except as otherwise provided in these policies and procedures, access to the personnel files of non-classified employees shall be limited to the members of

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the Board of Directors. Such access shall be limited to that part of the information contained in personnel files which is relevant to job qualification, performance, or evaluation. Access by the members of the Board to other information contained in a non-classified employee's file is permissible only upon a prior finding by the Board, except in an emergency, that there is a legitimate purpose for such disclosure. Such finding and subsequent authorized access by the Board may limit the manner, type, or use of the access or the disclosure.

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- (viii) Except as otherwise provided in these policies and procedures, access to the personnel files of classified employees shall be limited to the manager and the employee's supervisor or supervisors.

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Article II. PUBLIC FIRE PROTECTION

Section 2.01 Use of Fire Hydrants.

Fire hydrants are for use by organized fire protection agencies. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the District prior to use and shall operate the hydrant in accordance with instructions issued by the District.

Section 2.02 Penalties.

The Board may provide penalties for the unauthorized use of hydrants. Unauthorized use of hydrants will be prosecuted according to law.

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Article III. SEWERAGE POLICIES.

Section 3.01 Facilities

- (a) Infiltration Test. Infiltration is the quantity of water entering a sewer line from the groundwater through such means as, but not limited to, defective pipe, pipe joints, connections or manhole walls. The infiltration test will be used if the static groundwater level is above the top of the constructed pipe. No pipe section will be accepted if the infiltration rate exceeds 100 gallons per inch diameter of pipe per mile length of pipe per 24 hours.
- (b) Leakage Test. Leakage is the quantity of water that has to be added to the section of pipeline being tested to maintain the specified test head. With a minimum of four feet of water head on the pipe line, the allowable leakage will be computed by the formula $E = 0.00002 * L * D * H$ where:

E=the allowable leakage in gallons per minute of pipe tested
 L=the length of pipe tested in feet.
 D=the internal diameter of the pipe in inches.
 H=the difference in elevation in the water surface in the upper manhole and the invert of the pipe at the lower manhole (feet).

- (a) Manhole Testing. Each manhole is to be tested by either w1 or w2 above depending upon the groundwater conditions at the site of the specific manhole.
 - (i) Manhole Test—Infiltration. All laterals or mains running through the manhole will be plugged with gasket caps or plugs securely fastened or blocked to prohibit water from leaving the manhole. The amount of infiltration will be measured over a seven-day period and if the amount accumulated does not exceed 1.7 percent of the total volume of the structure, the test will be considered approved.
 - (ii) Manhole Test—Leakage. The test will be the same as for infiltration except the manhole will be filled to the maximum water surface level and measurements made at the beginning and end of the seven-day test period. If the water loss computed between the two water level readings does not exceed 0.7 percent of the total volume of water in the structure, the test will be considered approved.
- (b) Sewer laterals. All sewer laterals connected to existing sewer mains must be compatible with the type of main line materials. Quality assurance will be considered met when: (1) the District receives a submittal from the contractor performing the work noting the type and class of pipe to be used for the lateral and connection to the main, (2) District personnel is present when attachment to the main is accomplished for visual inspection of the connection and (3) when an as-build drawing is submitted by the

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contractor to the District showing the location of laterals connected to the main and all invert elevations of the work performed.

(c) **Obstruction Test.** The obstruction test is to verify that the constructed main or lateral is constantly sloping to the treatment facility and that no physical damage has taken place during construction of the pipe line. The obstruction test will be accomplished by either method below by District personnel.

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(i) **Light Inspection.** Examine the pipe internally by means of a light held at one end and a mirror held at the other. Repeat test with light and mirror interchanged. Repair or correction of any misalignments, protuberances, defective portions or other defect will be required.

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(ii) **Ball Test.** When light test is not feasible, a ball test can be conducted by passing through the pipeline a round non-compressible ball which is one inch less in diameter than the internal diameter of the pipeline. In the event the ball is not able to pass through the pipeline, repair of defective pipe section will be required.

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(d) Quality assurance of the constructed lateral, main or manhole will be considered approved when the above tests are performed and all tests pass respective constraints and limits. Any deficiencies are to be corrected within five working days after the respective test. If the test fails after repairs are made the first time, the District Manager may, at his discretion, require the complete replacement of the constructed lateral, main or manhole.

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All contractor test procedures and replacements will be carried out by the contractor at his own expense.

(a) **Determination of Components.** The determination of estimation of suspended solids or other components contained in sewage and liquid waste discharges shall be by one of the following methods.

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(i) Sampling and analysis by District personnel.

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(ii) Estimates determined by a study of waste producing operations leading to the discharge.

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Article IV. CONTRACTS AND PURCHASING

Section 4.01 Qualification of Bidders

The District may, and on contracts for which the estimated cost exceeds \$50,000 (Fifty Thousand Dollars) the District shall require that bidders establish that they are qualified and responsible to provide the services, equipment, and/or materials to perform the contract in a safe, efficient, reliable and timely manner. In order to evaluate those qualifications and to determine which low bid offers best response in quality, fitness and capacity to the District's requirements, prior to the award of the contract, the District shall require the low bidder or bidders to provide certain information as follows: (a) answer to questions contained in a standard form questionnaire and financial statement; (b) evidence of bonds and liability and workers' compensation insurance satisfactory to the District; (c) Evidence of a safety record acceptable to the District; (d) Necessary or appropriate licenses or certificates; and (e) an acceptable performance record with the District or any other public agency.

- (a) Questionnaire. The questionnaire shall include questions which will provide information which will provide a basis for the District to evaluate the bidder. Such information shall include, among other things, information relating to the experience of the bidder in projects of a similar type as the proposed project, and shall include references of previous employers. The questionnaire shall be signed by the bidder or an authorized designee under penalty of perjury.
- (b) Financial Statement. The financial statement shall include information as required by the District for the District's use in determining the bidder's financial ability to perform the contract satisfactorily and shall be signed by the bidder or an authorized designee under penalty of perjury.
- (c) Safety Record. The District may disqualify a bidder on the basis that the bidder's safety record is unacceptable. In evaluating the safety record, the District shall consider any violations of the CAL OSHA standards, the issuance of CAL OSHA citations, and the severity or liability exposure resulting from such citations.
- (d) Performance Record with the District or Other Public Agencies. In evaluating the qualifications of a bidder, the District shall consider the bidders' performance record with the District or other public agencies. Such evaluation shall include, among other things, consideration of the bidder's overall performance, safety, quality, timeliness and compliance with the contract. Such evaluation shall also consider any outstanding claims or lawsuits involving the District and the bidder.
- (e) Prequalification of Bidders. A prospective bidder shall have the option of prequalifying as a bidder on a given project. To exercise this option, a

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bidder must complete and submit a package of the required qualification information, statements and evidences as set forth herein no later than fifteen days prior to the bid opening. The District Manager will issue a preliminary finding as to whether the prospective bidder is qualified within 10 days after the completed qualification package is received.

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(f) Appeal of Preliminary Findings. A bidder may appeal the District Manager's preliminary finding of disqualification to the Board of Directors. A disqualified bidder may submit a bid pending a determination by the Board of that bidder's qualifications. If that bidder is the low bidder the Board will consider the bidder's qualification and issue a finding prior to award of the contract.

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(g) Disqualification of Bidders. The Board may disqualify any bidder who fails to submit the completed questionnaire, financial statement, licenses, safety record, bonds, insurances, or other required information in a timely manner. The Board may disqualify any bidder whose information as required is not satisfactory and acceptable to the Board. A bidder may be disqualified on the basis that the bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, has been disqualified or prevented from bidding on or completing a federal, state, or local project because of a violation of law or a safety regulation.

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(h) Rejection of Bid. Upon disqualification of a bidder as set forth herein, the Board may reject that bidder's bid for the contract award.

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(i) Questionnaires and Financial Statements Are Not Public Records. The questionnaire and financial statements required herein are not public records and are not open to public inspection.

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Section 4.02 Sealed Bids

(a) Solicitation of Sealed Bids. Sealed bids shall be solicited by posting on the District's bulletin board, or by mailing to at least three or more prospective bidders, bid forms listing materials and specifications or services desired. The Board of Directors may also direct that additional solicitation or public notice be provided.

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(b) Contents of Bid Forms for Sealed Bids. In addition to stating the amount, quality and specifications of materials or contractual services desired, bid forms shall contain or be accompanied by written statements indicating the latest date when sealed bids will be received; the date they will be opened; the amount, if any, of good faith deposit or bid bond to accompany the bid; whether or not a completion or delivery date bond will be required, and an envelope clearly marked "Sealed Bid" in which the bid is to be returned.

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- (c) Submission of Sealed Bids. Sealed bids shall be submitted or mailed to the Secretary of the District, sealed in the envelope furnished by the District, accompanied with the amount of good faith deposit, if required, and accompanied by a statement under oath that the bidder has not been a party to any uniform or fixed price agreement.
- (d) Opening and Tabulation of Bids. All sealed bids shall be opened on the date set for opening and shall be tabulated and available for public inspection during regular business hours for a period of 30 days after opening.
- (e) Failure to Enter into Contract. Any successful bidder who fails to furnish an acceptable completion or delivery date bond as required or who fails to enter into a written contract with the District for a period of 10 days after notice of its approval by the District Counsel shall forfeit his good faith deposit or become liable to the District on his bid bond, if any, and the District may award the contract to the next lowest responsible bidder.

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POLICIES AND PROCEDURES OF THE SAN LORENZO VALLEY WATER DISTRICT
(Adopted December XX, 2015)

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REVISIONS

- 02/04/2016 - Policies and Procedures adopted by Resolution 27 (15-16)

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TABLE OF CONTENT

ARTICLE I. GENERAL PROVISIONS	1
SECTION 1.01 GENERAL	1
SECTION 1.02 WATER SYSTEM	1
SECTION 1.03 SEPARABILITY.....	2
SECTION 1.04 RECORDS	2
SECTION 1.05 EMPLOYER-EMPLOYEE RELATIONS.....	2
SECTION 1.06 POLICY REGARDING ACCESS TO PERSONNEL FILES.....	2
ARTICLE II. PUBLIC FIRE PROTECTION	5
SECTION 2.01 USE OF FIRE HYDRANTS.....	5
SECTION 2.02 PENALTIES.....	5
ARTICLE III. SEWERAGE POLICIES.....	6
SECTION 3.01 FACILITIES	6
ARTICLE IV. CONTRACTS AND PURCHASING.....	8
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Article I. GENERAL PROVISIONS

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It is the policy of the District to maintain the confidentiality of employee personnel files and records. Such files and records are not public records and access shall be limited to legitimate administrative and judicial purposes as set forth in this ordinance. Information contained in personnel files, which by law is of public record, such as compensation, shall also be maintained as a public record which the District shall maintain separately from the personnel files.

- (a) The District shall maintain all personnel files and records in a secured location with restricted access.
- (b) Upon request an employee shall be entitled to a copy of his or her complete personnel file and records.
- (c) No personnel files or records shall be removed from the District offices, except as compelled by judicial or administrative process or by any other specific provision of law.
- (d) Copies of such files or records may be made and/or released only in compliance with these Policies and Procedures.
- (e) The District shall not use or disclose or permit its employees, agents, members of the Board, or members of the public to have access to, or to use or disclose information contained in an employee's personnel file or records except as follows:
 - (i) The information may be disclosed to third parties if the employee (or his/her legal representative) signs a written, dated authorization for the District to disclose such information. Such authorization may state limitations of the type or use of information to be disclosed, and the names or functions of the person(s) or entities authorized to obtain such information.
 - (ii) Such information which is relevant in a lawsuit, arbitration, grievance, or other claim or challenge to which the District and the employee are parties may be used or disclosed in connection with that proceeding.
 - (iii) Information which is relevant to the administration of the District, including the administration and maintenance of employee benefit plans, health care plans, disability plans, worker's compensation, insurance plans, financial and/or retirement plans, and other similar programs, may be used or disclosed for such purpose by the designated District employee(s) responsible for administering and maintaining such plan or program.
 - (iv) The designation of such employee(s) authorized to have access to personnel files of non-classified employees for any stated purposes shall be by Board resolution.
 - (v) A Personnel Action Form shall be used to document administrative actions regarding employment status, compensation, benefits, and payroll deductions. Said forms shall be distributed to the employees responsible for administering such programs.
 - (vi) In an emergency situation, or when the employee is incompetent or incapacitated, medical information may be disclosed to a health care professional or facility to aid in the diagnosis or treatment of an employee.
 - (vii) Except as otherwise provided in these policies and procedures, access to the personnel files of non-classified employees shall be limited to the members of

the Board of Directors. Such access shall be limited to that part of the information contained in personnel files which is relevant to job qualification, performance, or evaluation. Access by the members of the Board to other information contained in a non-classified employee's file is permissible only upon a prior finding by the Board, except in an emergency, that there is a legitimate purpose for such disclosure. Such finding and subsequent authorized access by the Board may limit the manner, type, or use of the access or the disclosure.

- (viii) Except as otherwise provided in these policies and procedures, access to the personnel files of classified employees shall be limited to the manager and the employee's supervisor or supervisors.

attachment - draft

Article II. PUBLIC FIRE PROTECTION

Section 2.01 Use of Fire Hydrants.

Fire hydrants are for use by organized fire protection agencies. Other parties desiring to use fire hydrants for any purpose must first obtain written permission from the District prior to use and shall operate the hydrant in accordance with instructions issued by the District.

Section 2.02 Penalties.

The Board may provide penalties for the unauthorized use of hydrants. Unauthorized use of hydrants will be prosecuted according to law.

Article III. SEWERAGE POLICIES.

Section 3.01 Facilities

- (a) Infiltration Test. Infiltration is the quantity of water entering a sewer line from the groundwater through such means as, but not limited to, defective pipe, pipe joints, connections or manhole walls. The infiltration test will be used if the static groundwater level is above the top of the constructed pipe. No pipe section will be accepted if the infiltration rate exceeds 100 gallons per inch diameter of pipe per mile length of pipe per 24 hours.
- (b) Leakage Test. Leakage is the quantity of water that has to be added to the section of pipeline being tested to maintain the specified test head. With a minimum of four feet of water head on the pipe line, the allowable leakage will be computed by the formula $E = 0.00002 * L * D * H$ where:

E=the allowable leakage in gallons per minute of pipe tested

L=the length of pipe tested in feet.

D=the internal diameter of the pipe in inches.

H=the difference in elevation in the water surface in the upper manhole and the invert of the pipe at the lower manhole (feet).

- (a) Manhole Testing. Each manhole is to be tested by either w1 or w2 above depending upon the groundwater conditions at the site of the specific manhole.
 - (i) Manhole Test—Infiltration. All laterals or mains running through the manhole will be plugged with gasket caps or plugs securely fastened or blocked to prohibit water from leaving the manhole. The amount of infiltration will be measured over a seven-day period and if the amount accumulated does not exceed 1.7 percent of the total volume of the structure, the test will be considered approved.
 - (ii) Manhole Test—Leakage: The test will be the same as for infiltration except the manhole will be filled to the maximum water surface level and measurements made at the beginning and end of the seven-day test period. If the water loss computed between the two water level readings does not exceed 0.7 percent of the total volume of water in the structure, the test will be considered approved.
- (b) Sewer laterals. All sewer laterals connected to existing sewer mains must be compatible with the type of main line materials. Quality assurance will be considered met when: (1) the District receives a submittal from the contractor performing the work noting the type and class of pipe to be used for the lateral and connection to the main, (2) District personnel is present when attachment to the main is accomplished for visual inspection of the connection and (3) when an as-build drawing is submitted by the

contractor to the District showing the location of laterals connected to the main and all invert elevations of the work performed.

- (c) Obstruction Test. The obstruction test is to verify that the constructed main or lateral is constantly sloping to the treatment facility and that no physical damage has taken place during construction of the pipe line. The obstruction test will be accomplished by either method below by District personnel.
 - (i) Light Inspection. Examine the pipe internally by means of a light held at one end and a mirror held at the other. Repeat test with light and mirror interchanged. Repair or correction of any misalignments, protuberances, defective portions or other defect will be required.
 - (ii) Ball Test. When light test is not feasible, a ball test can be conducted by passing through the pipeline a round non-compressible ball which is one inch less in diameter than the internal diameter of the pipeline. In the event the ball is not able to pass through the pipeline, repair of defective pipe section will be required.
- (d) Quality assurance of the constructed lateral, main or manhole will be considered approved when the above tests are performed and all tests pass respective constraints and limits. Any deficiencies are to be corrected within five working days after the respective test. If the test fails after repairs are made the first time, the District Manager may, at his discretion, require the complete replacement of the constructed lateral, main or manhole.

All contractor test procedures and replacements will be carried out by the contractor at his own expense.

- (a) Determination of Components. The determination of estimation of suspended solids or other components contained in sewage and liquid waste discharges shall be by one of the following methods.
 - (i) Sampling and analysis by District personnel.
 - (ii) Estimates determined by a study of waste producing operations leading to the discharge.

Article IV. CONTRACTS AND PURCHASING

Section 4.01 Qualification of Bidders.

The District may, and on contracts for which the estimated cost exceeds \$50,000 (Fifty Thousand Dollars) the District shall require that bidders establish that they are qualified and responsible to provide the services, equipment, and/or materials to perform the contract in a safe, efficient, reliable and timely manner. In order to evaluate those qualifications and to determine which low bid offers best response in quality, fitness and capacity to the District's requirements, prior to the award of the contract, the District shall require the low bidder or bidders to provide certain information as follows: (a) answer to questions contained in a standard form questionnaire and financial statement; (b) evidence of bonds and liability and workers' compensation insurance satisfactory to the District; (c) Evidence of a safety record acceptable to the District; (d) Necessary or appropriate licenses or certificates; and (e) an acceptable performance record with the District or any other public agency.

- (a) Questionnaire. The questionnaire shall include questions which will provide information which will provide a basis for the District to evaluate the bidder. Such information shall include, among other things, information relating to the experience of the bidder in projects of a similar type as the proposed project, and shall include references of previous employers. The questionnaire shall be signed by the bidder or an authorized designee under penalty of perjury.
- (b) Financial Statement. The financial statement shall include information as required by the District for the District's use in determining the bidder's financial ability to perform the contract satisfactorily and shall be signed by the bidder or an authorized designee under penalty of perjury.
- (c) Safety Record. The District may disqualify a bidder on the basis that the bidder's safety record is unacceptable. In evaluating the safety record, the District shall consider any violations of the CAL OSHA standards, the issuance of CAL OSHA citations, and the severity or liability exposure resulting from such citations.
- (d) Performance Record with the District or Other Public Agencies. In evaluating the qualifications of a bidder, the District shall consider the bidders' performance record with the District or other public agencies. Such evaluation shall include, among other things, consideration of the bidder's overall performance, safety, quality, timeliness and compliance with the contract. Such evaluation shall also consider any outstanding claims or lawsuits involving the District and the bidder.
- (e) Prequalification of Bidders. A prospective bidder shall have the option of prequalifying as a bidder on a given project. To exercise this option, a

- bidder must complete and submit a package of the required qualification information, statements and evidences as set forth herein no later than fifteen days prior to the bid opening. The District Manager will issue a preliminary finding as to whether the prospective bidder is qualified within 10 days after the completed qualification package is received.
- (f) Appeal of Preliminary Findings. A bidder may appeal the District Manager's preliminary finding of disqualification to the Board of Directors. A disqualified bidder may submit a bid pending a determination by the Board of Directors that bidder's qualifications. If that bidder is the low bidder the Board will consider the bidder's qualification and issue a finding prior to award of the contract.
 - (g) Disqualification of Bidders. The Board may disqualify any bidder who fails to submit the completed questionnaire, financial statement, licenses, safety record, bonds, insurances, or other required information in a timely manner. The Board may disqualify any bidder whose information as required is not satisfactory and acceptable to the Board. A bidder may be disqualified on the basis that the bidder, any officer of such bidder, or any employee of such bidder who has a proprietary interest in such bidder, has been disqualified or prevented from bidding on or completing a federal, state, or local project because of a violation of law or a safety regulation.
 - (h) Rejection of Bid. Upon disqualification of a bidder as set forth herein, the Board may reject that bidder's bid for the contract award.
 - (i) Questionnaires and Financial Statements Are Not Public Records. The questionnaire and financial statements required herein are not public records and are not open to public inspection.

Section 4.02 Sealed Bids

- (a) Solicitation of Sealed Bids. Sealed bids shall be solicited by posting on the District's bulletin board, or by mailing to at least three or more prospective bidders, bid forms listing materials and specifications or services desired. The Board of Directors may also direct that additional solicitation or public notice be provided.
- (b) Contents of Bid Forms for Sealed Bids. In addition to stating the amount, quality and specifications of materials or contractual services desired, bid forms shall contain or be accompanied by written statements indicating the latest date when sealed bids will be received; the date they will be opened; the amount, if any, of good faith deposit or bid bond to accompany the bid; whether or not a completion or delivery date bond will be required, and an envelope clearly marked "Sealed Bid" in which the bid is to be returned.

- (c) Submission of Sealed Bids. Sealed bids shall be submitted or mailed to the Secretary of the District, sealed in the envelope furnished by the District, accompanied with the amount of good faith deposit, if required, and accompanied by a statement under oath that the bidder has not been a party to any uniform or fixed price agreement.
- (d) Opening and Tabulation of Bids. All sealed bids shall be opened on the date set for opening and shall be tabulated and available for public inspection during regular business hours for a period of 30 days after opening.
- (e) Failure to Enter into Contract. Any successful bidder who fails to furnish an acceptable completion or delivery date bond as required or who fails to enter into a written contract with the District for a period of 10 days after notice of its approval by the District Counsel shall forfeit his good faith deposit or become liable to the District on his bid bond, if any, and the District may award the contract to the next lowest responsible bidder.

attachment - draft

DEFINITIONS OF THE SAN LORENZO WATER DISTRICT
(Adopted February 4, 2016)

attachment - draft

REVISION LIST

- *02/04/2016 – Definitions Adopted by Resolution 27 (15-16)*

attachment - draft

DEFINITIONS

- 1) Agricultural Well. Water wells used to supply water for irrigation or other agricultural purposes, including so called “stock wells”
- 2) Applicant. A person applying for water service.
- 3) Board. The Board of Directors of the San Lorenzo Valley County Water District.
- 4) Capital Improvement Plan (CIP). The District’s rolling 5-year plan to identify, prioritize and implement Capital improvements.
- 5) Commercial Property. The premises on which the customer is engaged in a business or trade.
- 6) Connection Fee. A fee to be paid by applicants for new water service connections determined by the Board of Directors.
- 7) Control Valve. A valve, independent of the District’s facilities, located in the customer’s piping as close to the meter as practicable, the operation of which will control the entire water supply from the meter.
- 8) Cross-Connection. Any physical connection between the piping system from the District service and that of any other water supply that is not or cannot be approved as safe and potable for human consumption, whereby water from the unapproved source may be forced or drawn into the District distribution main.
- 9) Curb Stop. A valve between the main and the meter for the use of the District in controlling the water supply to a customer.
- 10) Customer. A person supplied or entitled to be supplied with water service by the District.
- 11) Developer. A person who intends originally to construct and to develop, pursuant to a subdivision map of record, a tract of more than four separate parcels within the District.
- 12) District. The San Lorenzo Valley Water District.
- 13) Distribution Mains. Water supply lines in streets, alleys, and easements used for public and private fire protection and for general distribution of water.
- 14) Health Officer. The Santa Cruz County Health Officer or the County’s authorized representative.
- 15) Individual Domestic Well. A water well used to supply water for domestic need or individual residence or commercial establishment.
- 16) Industrial Well. Water wells used to supply industry on an individual basis.
- 17) Institutional Property. The property of a District customer who is an agency, district or other type of government entity.
- 18) Residential Property. Premises used for household residential purposes.
- 19) Residential Service. The supplying of water for residential purposes.
- 20) Extensions. The addition of distribution mains, exclusive of service connections, beyond existing facilities.
- 21) Mains. Pipelines located in streets, highways, or rights of way which are used to serve the general public.
- 22) Owner. The person owing the fee, or the person in whose name the legal title to real property appears by deed duly recorded in the County Recorder’s Office, or the person in possession of the property or buildings under claim of, or exercising acts of ownership over

the property for themselves or as executor, administrator, or guardian or trustee of the owner.

- 23) Person. An individual or a company, association, co-partnership or public or private corporation.
- 24) Premises. The integral property or area under single ownership, including improvements thereon, to which water service is or will be provided. Apartment houses and office buildings may be classified as single premises.
- 25) Private Fire Protection Service. Water service and facilities for building sprinkler systems, hydrants, hose reels and other facilities installed on private property for fire protection and the water available therefor.
- 26) Public Fire Protection Service. The service and facilities of the entire water supply, storage and distribution system of the District, including the fire hydrants affixed thereto, and the water available for fire protection, excepting house service connections and appurtenances thereto.
- 27) Rate Study. A periodic assessment conducted at the behest of the Board to assist in determining options for appropriate and necessary rates and fees and rate-and-fee structures.
- 28) Rebate. Subsidies provided to customers per District policies supporting selected water efficiency and water conservation measures.
- 29) Regular Water Service. Service that does not require an extension of District facilities or mainlines
- 30) Regular Water System. Water service and facilities rendered for normal residential and commercial purposes on a permanent basis, and the water available therefor.
- 31) Residential Property. Premises used for household residential purposes
- 32) Residential Service. The supplying of water for residential purposes
- 33) Safe Yield. The annual draft of water that can be withdrawn from an aquifer without producing some undesirable result.
- 34) Schedule of Rates and Charges. The entire body of effective rates, charges.
- 35) Service or Service Connection. The pipeline and appurtenant facilities such as the curb stop, meter and meter box all used to extend water service from a distribution main to premises. Where services are divided at the curb or property line to serve several customers, each such branch service shall be termed a separate service.
- 36) Temporary Water Service. Water service and facilities rendered for construction work and other uses of limited duration, and the water available therefor.
Water System. The distribution and transmission main, pumps, valves, hydrants, and storage facilities.
- 37) Water District. Includes the Board and such positions as the Board may create and fill from time to time.
- 38) Well or Water Well. Any artificial excavation constructed by any method for the purpose of extracting water from or injecting water into the underground, excluding the following:
 - Oil and gas wells
 - Geothermal wells

- Wells or Bores used for the purpose of dewatering excavation during construction or stabilizing hillsides or earth embankments

attachment - draft

MEMO

TO: Board of Directors

FROM: District Manager

SUBJECT: Resolution of Support for Request to Revise the Santa Margarita Groundwater Basin Boundaries

DATE: February 4, 2016

RECOMMENDATION:

It is recommended that the Board of Directors review this memo, review the attached Santa Margarita Groundwater Basin Boundary Revision Request and County Staff Report, and by Resolution 28(15-16) declare support for the boundary revision request.

BACKGROUND:

At its regularly scheduled meeting of October 15, 2015 the Board authorized a cooperative effort between the District, Scotts Valley Water District and the County of Santa Cruz to prepare a Santa Margarita Groundwater Basin boundary adjustment request for submittal to the State. The agreed cooperative effort included hiring Hydrometrics as consultant to prepare said request. It was agreed that Scotts Valley Water District would be the lead agency for this project.

Hydrometrics has prepared the attached boundary revision request. At this time Scotts Valley Water District is prepared to submit the request on behalf of the three cooperative agencies. Hydrometrics encourages that a Resolution of Support from each cooperative agency be submitted with the request.

The attached request is being submitted to the State in conjunction with a similar request from the Mid-County Groundwater Basin group, also prepared by Hydrometrics. The basins share a common geographic boundary. Submitting the two requests concurrently should assist the State in their review of each request.

STRATEGIC PLAN:

Element 7.1 – Develop Strategic Partnerships with Other Agencies

FISCAL IMPACT:

\$14,996 in Capital Costs

**SAN LORENZO VALLEY WATER DISTRICT
RESOLUTION NO. 30 (15-16)**

**SUBJECT: RESOLUTION SUPPORTING A BASIN BOUNDARY MODIFICATION
REQUEST FOR THE SANTA MARGARITA GROUNDWATER BASIN**

WHEREAS, groundwater located in the Santa Margarita Groundwater Basin (SMGB) in the vicinity of Scotts Valley, Mount Hermon, Felton, Ben Lomond, Lompico and Boulder Creek in Santa Cruz County is a vital resource to meet the water supply needs for residents, visitors and businesses of Santa Cruz County; and

WHEREAS, the United States Environmental Protection Agency designated the SMGB as a sole source aquifer in 1985; and

WHEREAS, the Scotts Valley Water District, San Lorenzo Valley Water District, Lompico County Water District, City of Scotts Valley and the County of Santa Cruz (“Partner Agencies”) have come together to improve management of groundwater in the SMGB under a Memorandum of Understanding dated June 30, 1995, forming the Santa Margarita Groundwater Basin Management Committee (SMGBMC); and

WHEREAS, each of the Partner Agencies is a local agency as defined by the Sustainable Groundwater Management Act of 2014 (SGMA). Duly organized and existing under and by virtue of the laws of the State of California with the ability to exercise powers related to groundwater management; and

WHEREAS, SGMA requires formation of a local Groundwater Sustainability Agency (GSA) by June 30, 2017 and adoption of a groundwater sustainability plan (GSP) by January 31, 2022, for all medium- and high-priority basins not identified as being subject to critical conditions of overdraft; and

WHEREAS, current groundwater management of the SMGB includes all or part of three basins identified in Department of Water Resources’ (DWR) Bulletin Number 118, including the following basins (designated by the name of the basin and number assigned to it in the DWR-Bulletin No. 118): Scotts Valley (3-27), Santa Cruz Purisima Formation (3-21), Felton (3-50) and substantial areas outside of basins designated in Bulletin No. 118; and

WHEREAS, SGMA states that a basin’s boundaries shall be defined as identified in the California DWR Bulletin No. 118; and

WHEREAS, the Partner Agencies have common interest in defining a singular groundwater basin that comprehensively represents a management area based on scientific and jurisdictional modification to DWF Bulletin No. 118; and

WHEREAS, SGMA establishes a process for local agencies to request that DWR revise the boundaries of a basin, including establishment of a new sub-basin; and

WHEREAS, requesting a Basin Boundary Modification is exempt from the California Environmental Quality Act (CEQA) because such modification is not a project under CEQA, and, even assuming that such modification constitutes a project, it would be exempt because there is no possibility that the Basin Boundary Modification will have a significant effect on the environment;

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the District hereby supports the basin boundary modification request submitted by the Scotts Valley Water District to the Department of Water Resources representatives to modify the existing Bulletin-118 boundaries as allowed by Title 23 of the California Code of Regulations to create a new consolidated Santa Margarita Groundwater Basin as attached to the report of the District Manager dated February 4, 2016.

PASSED AND ADOPTED, by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California on the 4th of February, 2016 by the following vote of the members thereof:

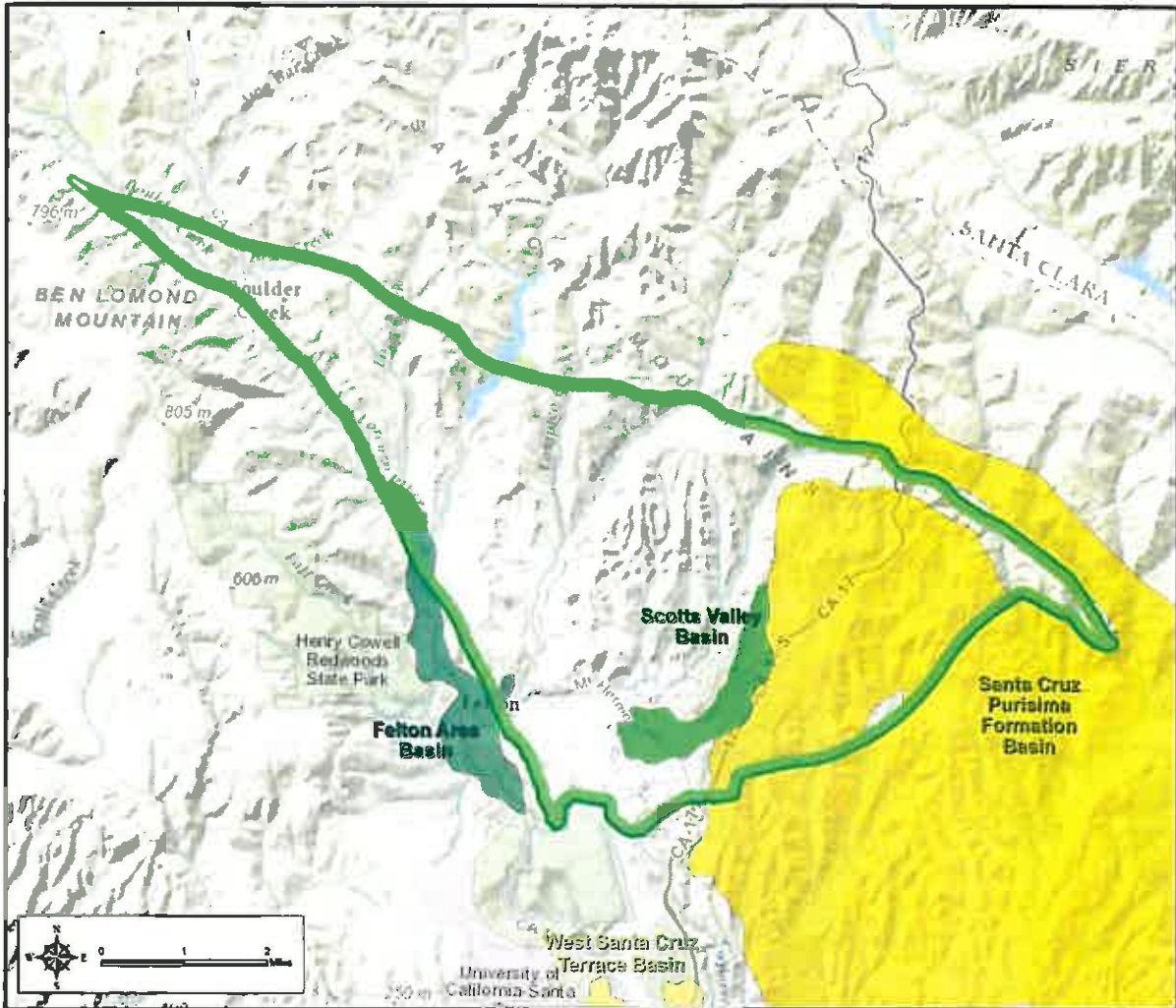
AYES:
NOES:
ABSTAIN:
ABSENT:

Randall Brown
Board President

Holly Morrison
Board Secretary

Santa Margarita Groundwater Basin Boundary Revision Request

Prepared for:
Scotts Valley Water District



December 2015

Prepared by:



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Table of Contents

Table of Contents	i
List of Tables	iii
List of Figures	iii
List of Appendices	iv
Introduction to Basin Boundary Revision Request.....	1
Requesting Agency Information (§ 344.2)	1
Name and mailing address of requesting agency (§ 344.2 a)	1
Statutory or legal authority under which the agency was created (§ 344.2 b)....	1
resolution adopted by the requesting agency (§ 344.2 c)	2
Name and contact information of request manager (§ 344.2 D)	2
Description of Proposed Boundary Modifications (§ 344.6).....	2
Overview of Modifications (§ 344.6 (a)).....	2
Category of proposed basin modification (§ 344.6 (a) (1)).....	3
Identification of all affected basins or subbasins (§ 344.6 (a) (2)).....	3
Proposed name for the new basin (§ 344.6 (a) (3))	6
Additional descriptions for jurisdictional boundary modification (§ 344.6 (b)).	6
How the proposed boundary modification promotes sustainable groundwater management in the proposed basin (§ 344.6 (b) (1)).....	6
How the proposed boundary modification promotes sustainable groundwater management in adjacent basins (§ 344.6 (b) (2)).....	6
Historical summary of groundwater management in the proposed Santa Margarita Groundwater Basin (§ 344.6 (b) (3)).....	7
How the proposed boundary modification may affect state programs (§ 344.6 (b) (4)).....	7
General Information (§ 344.10).....	8
Description of the lateral boundaries and definable bottom of the proposed basin (§ 344.10 (a)).....	8
Map of proposed Santa Margarita Groundwater Basin and GIS files (§ 344.10 (b))	10
Hydrogeologic Conceptual Model (§ 344.12)	10

Principal Aquifers (§ 344.12 (a) (1))	11
Lateral Boundaries (§ 344.12 (a) (2))	11
Fault boundaries	11
Outcrop boundaries	12
Bedrock high boundary	12
Recharge and discharge areas (§ 344.12 (a) (3))	12
Definable basin bottom (§ 344.12 (a) (4))	14
Key surface water bodies	14
Technical Information for Scientific Modification (§344.14)	14
Location and Topography	15
Principal aquifers (§344.14(a))	15
Map of Aquifers and Cross Sections ((§344.14(a) (1))	16
Physical Properties of Aquifers ((§344.14(a)(2))	20
Barriers and Impediments to Groundwater Flow (§ 344.14 (b))	21
Technical Information for Jurisdictional Modifications (§ 344.16)	28
Groundwater Management Plan and Implementation (§ 344.16 (a) (1) (A))	28
Notice and Consultation (§ 344.4)	30
List of Local Agencies and Public Water Systems (§ 344.4 (a))	30
Methods used to Identify Affected Agencies and Systems (§ 344.4 (b))	34
Nature of Consultation (§ 344.4 (c))	34
Summary of Public Meetings (§ 344.4 (d))	34
Comments and Response-to-Comments (§ 344.4 (e))	35
Local Agency Input (§ 344.8)	35
CEQA Compliance (§ 344.18)	35
References	37

List of Tables

Table 1: Affected Water Agencies and Water Systems..... 31

List of Figures

Figure 1: Proposed Basin Boundaries 4
Figure 2: Proposed Santa Margarita/Purisima-Aromas Basin Boundary 5
Figure 3: Santa Margarita Groundwater Basin Lateral Boundaries (geology from Brabb et al., 1997) 9
Figure 4: Recharge Areas Mapped by Santa Cruz County 13
Figure 5: Cross-Section Locations 17
Figure 6: Cross Section A-A' (from Kennedy Jenks, 2015b) 18
Figure 7: Cross Section B-B' (from Kennedy Jenks, 2015b) 19
Figure 8: Gravity Contours Along Santa Margarita Groundwater Basin Eastern Boundary (from USGS, 2004) 24
Figure 9: Measured Bedrock Contours Overlain on Gravity Contours 25
Figure 10: Bedrock Contours from Todd Engineers (1997) 26
Figure 11: Eastern Santa Margarita Groundwater Basin Boundary Based on Bedrock Contours 27
Figure 12: Jurisdictional Boundary Modification 29
Figure 13: Affected Systems and Affected Agencies 33

List of Appendices

Appendix A	Basin Boundary Modification Request Resolution
Appendix B	EPA Identification of Sole Source Aquifer
Appendix C	Electronic Copies of Relevant Technical Studies (CD)
Appendix D	GIS Files and Maps (CD)
Appendix E	Consultation Letters to Affected Agencies and Systems
Appendix F	Public Meeting Notices, Agendas, and Minutes
Appendix G	Comments and Response-to-Comments
Appendix H	Resolutions and Letters of Support or Opposition

Introduction to Basin Boundary Revision Request

This request presents proposed boundary revisions to certain Department of Water Resources' (DWR) Bulletin 118 groundwater basins in Santa Cruz County. This proposed revision is submitted on behalf of the Scotts Valley Water District (SVWD), with support from the San Lorenzo Valley Water District (SLVWD) and the County of Santa Cruz.. This request defines the extent of an expanded and renamed groundwater basin that will be managed by a Groundwater Sustainability Agency (GSA) that SVWD, SLVWD, and the County plan to form. These revisions will promote sustainable groundwater management by formally recognizing an integrated and cohesive basin that is already managed by local groundwater agencies. Formalizing this basin will allow the local groundwater agencies to establish coordinated groundwater management goals and pursue State funding for this basin. The expanded basin will be renamed from the Scotts Valley Groundwater Basin to the Santa Margarita Groundwater Basin. The revision request includes both a scientific modification to define the external boundaries, and one jurisdictional modification to change internal boundaries.

The supporting information provided in following sections are presented per the requirements listed in Article 5 of The California Code of Regulations (CCR) Title 23, Division 2, Chapter 1.5, Subchapter 1, which is referenced throughout.

Requesting Agency Information (§ 344.2)

The requesting agency's information is given below

NAME AND MAILING ADDRESS OF REQUESTING AGENCY (§ 344.2 A)

Scotts Valley Water District
2 Civic Center Drive
Scotts Valley, CA 95066

STATUTORY OR LEGAL AUTHORITY UNDER WHICH THE AGENCY WAS CREATED (§ 344.2 B)

Scotts Valley Water District (SVWD) was created in 1961 by a vote of the people within the proposed District. It is formed under the County Water District Act, specifically California Water Code §303021. The District was formed with the purpose of providing water for residential, commercial, municipal and

firefighting purposes. Scotts Valley Water District is a local agency as defined by Water Code §10721(m).

RESOLUTION ADOPTED BY THE REQUESTING AGENCY (§ 344.2 C)

The Scotts Valley Water District Board of Directors adopted a resolution initiating the boundary modification request at its public meeting **January X, 2016**. The resolution is provided in **Appendix A**.

NAME AND CONTACT INFORMATION OF REQUEST MANAGER (§ 344.2 D)

Ms. Piret Harmon, General Manager
Scotts Valley Water District
2 Civic Center Drive
Scotts Valley, CA 95066
(831) 600-1902
pharmon@svwd.org

Description of Proposed Boundary Modifications (§ 344.6)

OVERVIEW OF MODIFICATIONS (§ 344.6 (A))

This basin boundary revision request formally defines an area that is already being managed as an integrated and cohesive basin by local groundwater agencies. The proposed groundwater basin covers a roughly triangular area in North Santa Cruz County. The outline of the proposed groundwater basin is shown in Figure 1.

The majority of the proposed basin covers an area not currently recognized by DWR as a groundwater basin because the basin is defined by a series of stacked aquifers rather than surficial alluvium. The proposed basin will fully expand the existing Scotts Valley Groundwater Basin (Bulletin 118 basin number 3-27) to include parts of the existing Felton Area basin (Bulletin 118 basin number 3-50) and the existing Santa Cruz Purisima Formation basin (Bulletin 118 basin number 3-21).

The portion of the Santa Cruz Purisima Formation Basin east of the proposed Santa Margarita Groundwater Basin is part of a separate basin boundary revision request by the Soquel–Aptos Groundwater Management Committee (SAGMC).

SAGMC's request consists of a basin consolidation that includes the portion of the Santa Cruz Purisima Formation Basin east of the proposed Santa Margarita Groundwater Basin into the proposed Santa Cruz Mid-County Groundwater Basin. The definition of the boundary between these two proposed basins is being coordinated by the applicants; and the boundary description is identical in the two basin boundary revision requests. The shared boundary of the two proposed basins is shown in Figure 2.

CATEGORY OF PROPOSED BASIN MODIFICATION (§ 344.6 (A) (1))

The proposed Santa Margarita Groundwater Basin is defined by the areal extent of a stacked sequence of aquifers. Therefore, the primary basin modification is a scientific modification that defines the areal extent of the aquifers. The scientific modification includes both external and internal boundary modifications. The scientific modification leaves a corner of the Scotts Valley Water District in the adjacent, existing, Santa Cruz Purisima Formation Groundwater Basin. Ensuring the Scotts Valley Water District is only in a single basin will promote sustainable groundwater management by focusing the Scotts Valley Water District's groundwater management responsibilities on the shared groundwater resource that supplies its wells. Therefore, the primary scientific modification will be supplemented with a secondary jurisdictional (internal boundary) modification that honors the Scotts Valley Water District service area. Both modifications are included in this document.

IDENTIFICATION OF ALL AFFECTED BASINS OR SUBBASINS (§ 344.6 (A) (2))

Affected existing groundwater basins include the following:

- Scotts Valley Basin (Bulletin 118 basin number 3-27)
- Felton Area Basin (Bulletin 118 basin number 3-50)
- Santa Cruz Purisima Formation Basin (Bulletin 118 basin number 3-21)

All of these basins are shown on Figure 1.

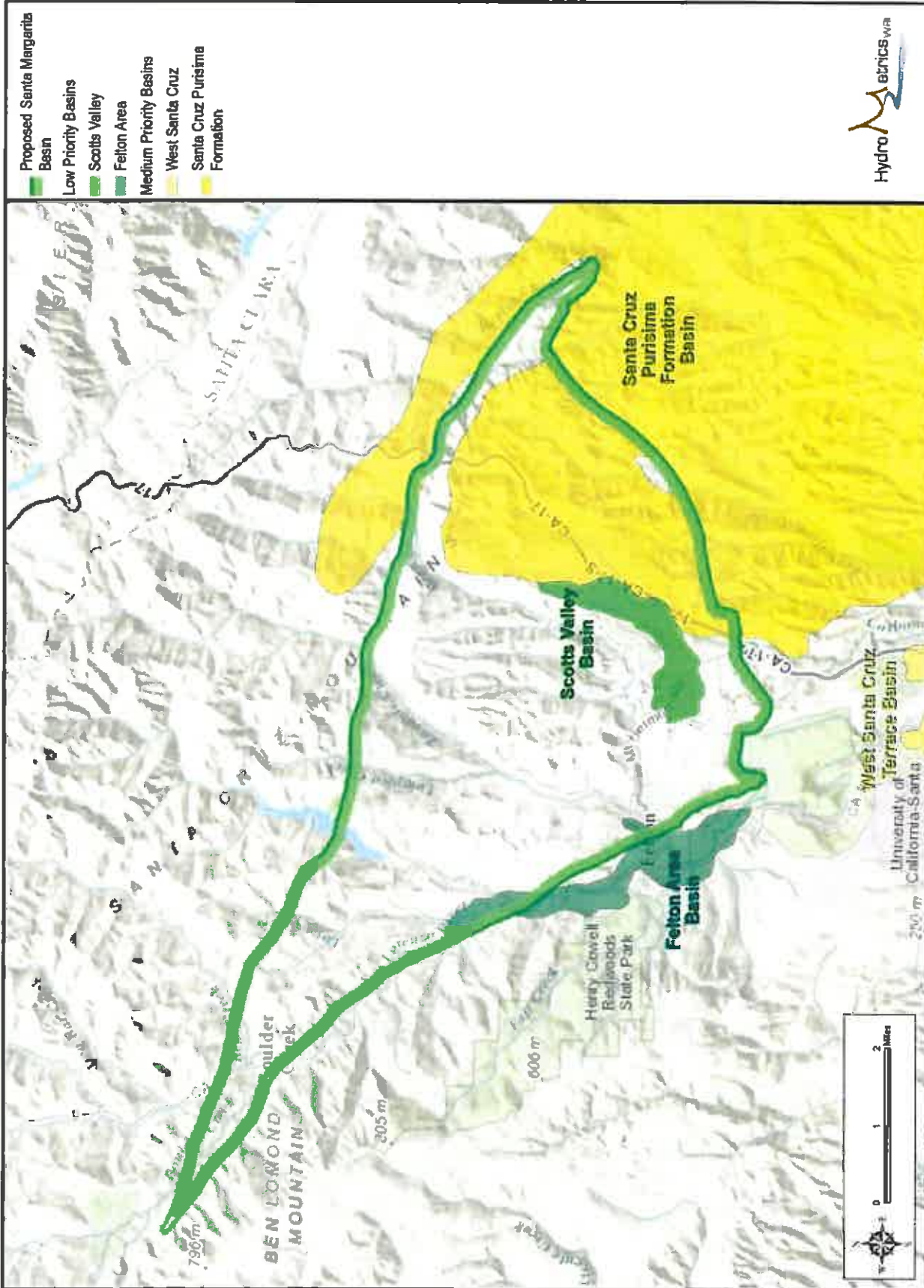


Figure 1: Proposed Basin Boundaries

PROPOSED NAME FOR THE NEW BASIN (§ 344.6 (A) (3))

The proposed basin will be named the Santa Margarita Groundwater Basin. This name is consistent with the local terminology. These designations furthermore consistent with the Environmental Protection Agency's (EPA) terminology that refers to this area as the Santa Margarita, Scotts Valley sole-source aquifer. A copy of the EPA designation is included in Appendix B.

The proposed basin number for the basin is 3-27, the number currently assigned to the Scotts Valley Groundwater Basin.

ADDITIONAL DESCRIPTIONS FOR JURISDICTIONAL BOUNDARY MODIFICATION (§ 344.6 (B))

Subsequent to the proposed scientific modification, this boundary revision request includes a small jurisdictional modification. This jurisdictional modification revises an internal boundary between two basins. The purpose of the jurisdictional modification is to include all of the Scotts Valley Water District service area in the proposed Santa Margarita Groundwater Basin.

HOW THE PROPOSED BOUNDARY MODIFICATION PROMOTES SUSTAINABLE GROUNDWATER MANAGEMENT IN THE PROPOSED BASIN (§ 344.6 (B) (1))

Modifying an internal boundary so that the Scotts Valley Water District service area lies only in a single basin will support sustainable groundwater management by focusing the Scotts Valley Water District's groundwater management responsibilities on the shared groundwater resource that supplies its wells. The basin modification will clearly align the shared groundwater resources with the agencies that manage that resource. Matching the basin to the jurisdictional boundaries will allow for a single Groundwater Sustainability Plan (GSP) to cover the shared resource, improve and streamline governance for the shared resource, and allow for easier public communication.

HOW THE PROPOSED BOUNDARY MODIFICATION PROMOTES SUSTAINABLE GROUNDWATER MANAGEMENT IN ADJACENT BASINS (§ 344.6 (B) (2))

The proposed boundary modifications will positively affect the ability of basins adjacent to the new Santa Margarita Groundwater Basin to sustainably manage groundwater. The corner of the Scotts Valley Water District that lies in the existing Santa Cruz Purisima Formation Basin contains no municipal wells.

Allowing a corner of the Scotts Valley Water District to remain in an adjacent basin potentially allows Scotts Valley Water District to take part in managing more than one basin, although it has no influence or interest in the basin. This jurisdictional modification ensures that the Scotts Valley Water District service area is in only one basin. Matching the basin to the jurisdictional boundaries will allow for improved and streamlined governance by the Santa Cruz Mid-County Groundwater Basin GSA, and allow easier public communication.

HISTORICAL SUMMARY OF GROUNDWATER MANAGEMENT IN THE PROPOSED SANTA MARGARITA GROUNDWATER BASIN (§ 344.6 (B) (3))

The aquifers that comprise the Santa Margarita Groundwater Basin have been managed as a distinct groundwater resource since the early 1990s. The area of the Santa Margarita Groundwater Basin has been managed under an AB3030 Groundwater Management Plan since 1994 (Todd Engineers, 1994). A copy of the Groundwater Management Plan is included in Appendix C. As part of the Groundwater Management Plan implementation, annual reports have been produced that analyze and describe the status of the Santa Margarita Groundwater Basin. Starting in 2013, the annual reporting was changed to a biennial cycle because of the marginal year-to-year changes observed in the basin. The most recent report was produced in 2015, and reflected basinwide conditions during the 2014 water year (Kennedy Jenks Consultants, 2015a). The most recent report is included in Appendix C.

Recognizing that the stacked aquifers defined a regional groundwater resource, a groundwater model of the area was developed in 1997 (Todd Engineers, 1997). The groundwater model has been regularly updated and used for groundwater planning purposes. Significant model updates occurred in 2006 (EITC, 2006) and 2015 (Kennedy Jenks Consultants, 2015b). A copy of the most recent model update is included in Appendix C.

HOW THE PROPOSED BOUNDARY MODIFICATION MAY AFFECT STATE PROGRAMS (§ 344.6 (B) (4))

The County of Santa Cruz is the CASGEM reporting agency for all basins in the County, and will continue to serve that role after basin boundary revisions. The County is a member of the SMGBAC, and therefore will be coordinating its reporting function with the active management of the proposed Santa Margarita Groundwater Basin.

General Information (§ 344.10)

DESCRIPTION OF THE LATERAL BOUNDARIES AND DEFINABLE BOTTOM OF THE PROPOSED BASIN (§ 344.10 (A))

The lateral boundaries of the proposed Santa Margarita Groundwater Basin are shown in Figure 3. The lateral boundaries generally follow the definable limits of the stacked Butano, Lompico, and Santa Margarita aquifers. The lateral boundaries are further defined by two faults that impede groundwater flow: the Zayante Fault and the Ben Lomond Fault

The northwest corner of the proposed Santa Margarita Groundwater Basin is the intersection of the Zayante Fault and the Ben Lomond Fault. The basin boundary proceeds eastward from this intersection along the Zayante Fault to where the Butano Sandstone meets the boundary of the existing Santa Cruz Purisima Formation Basin, at State Plane coordinates 6144657.336, 1849256.376. The boundary then follows the boundary of the existing Santa Cruz Purisima Formation Basin westward to a mapped granitic outcrop at State Plane coordinates 6138423.711, 1852149.494.

From this granitic outcrop, the basin boundary proceeds southwestward along the spine of the granitic high that has been mapped in previous studies, and inferred by various geophysical studies. The scientific basis for this granitic high's location is detailed further in the *Technical Information For Scientific Justifications* section of this request.

At the southern end of the Santa Margarita Groundwater Basin, the basin boundary follows the contact between the Lompico Sandstone and the Locatelli Formation to its intersection of the Ben Lomond fault. The basin boundary follows the trace of the Ben Lomond fault north to the intersection of the Zayante Fault and the Ben Lomond Fault.

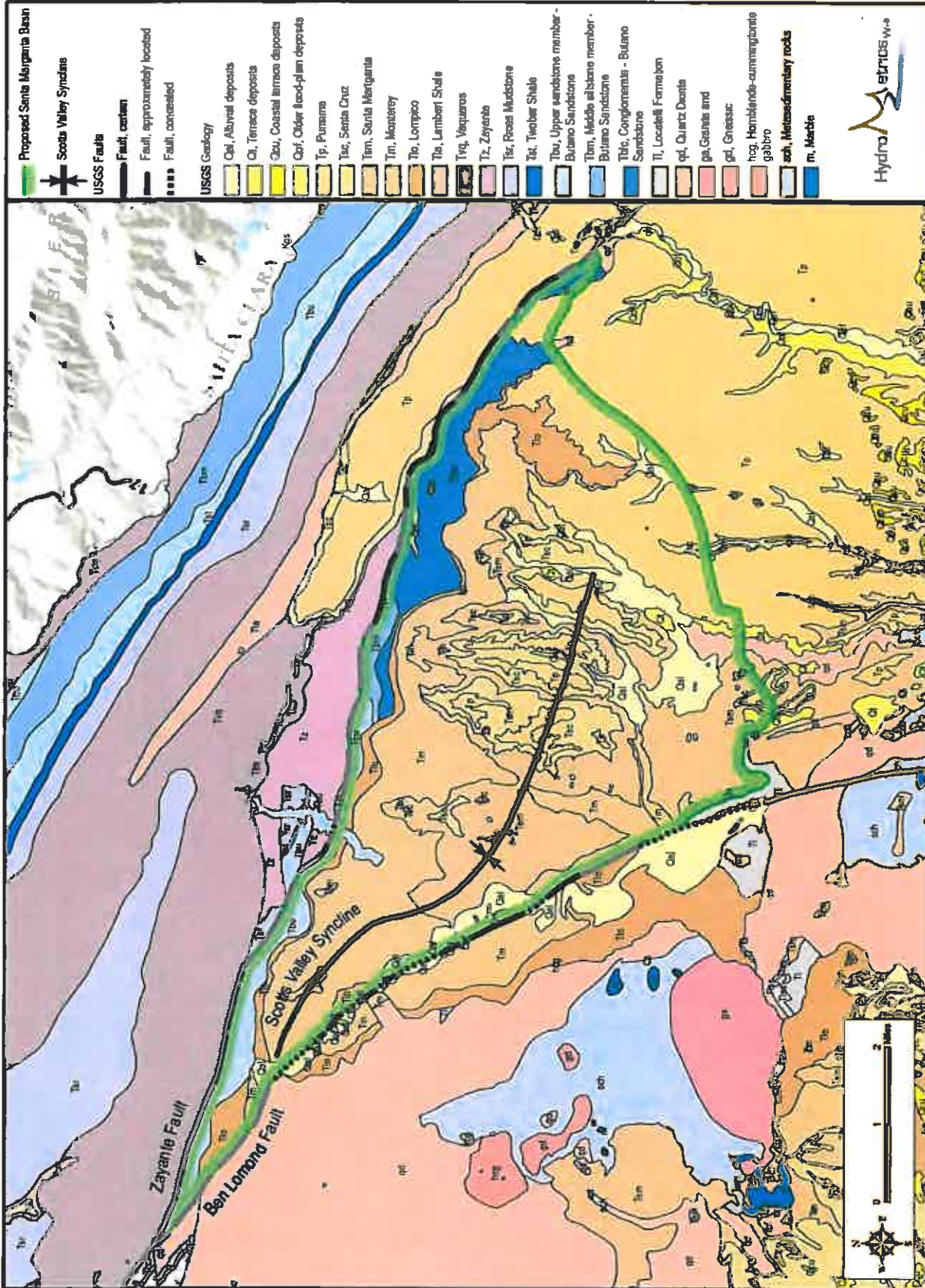


Figure 3: Santa Margarita Groundwater Basin Lateral Boundaries (geology from Brabb et al., 1997)

A granitic basement rock constitutes the definable bottom of the Santa Margarita Groundwater Basin. This granitic rock is observable in boreholes and outcrops and underlays the stacked aquifer system over the entire extent of the basin. The granite outcrops along the eastern and southeastern edge of the proposed basin, and can be seen in some stream beds where the stacked aquifers have been eroded to bedrock. The estimated depth of bedrock varies between ground surface near the northeastern corner of the basin to over 3000 feet below ground surface near the intersection of the Ben Lomond Fault and the Zayante Fault.

MAP OF PROPOSED SANTA MARGARITA GROUNDWATER BASIN AND GIS FILES(§ 344.10 (B))

Per Section 344.10 (b), a map of the proposed Santa Margarita Groundwater Basin, and its relationship to existing DWR Bulletin 118 groundwater basins is included on Figure 1. A map of the proposed Santa Margarita Groundwater Basin, and its relationship to the proposed Santa Cruz Mid-County Groundwater Basin is shown on Figure 2. GIS files showing the proposed Santa Margarita Groundwater Basin, the affected agencies and surrounding basins are provided on the compact disk in **Appendix D**.

Hydrogeologic Conceptual Model (§ 344.12)

This section summarizes the hydrogeologic conceptual model for the proposed Santa Margarita Groundwater Basin. This conceptual model is largely derived from previous documents including the *Groundwater Modeling Study of the Santa Margarita Groundwater Basin* (ETIC, 2006), the *Annual Report; 2014 Water Year;* (Kennedy Jenks Consultants, 2015a), the *Santa Margarita Basin Groundwater Modeling Technical Study* (Kennedy Jenks Consultants, 2015b), and the *Scotts Valley Groundwater Management Plan (AB 3030)* (Todd Engineers, 1994).

The proposed Santa Margarita Groundwater Basin covers over 30 square miles in the Santa Cruz Mountains in California's Coast Ranges. The Basin forms a roughly triangular area that extends from Scotts Valley in the east, to Boulder Creek in the northwest, to Felton in the southwest. Groundwater is a key source of water supply for many of the residents living within the Basin. The Basin is situated within the San Lorenzo River Watershed, which is a 138 square-mile

watershed that extends from the Santa Cruz Mountains south towards the River's mouth into Monterey Bay.

PRINCIPAL AQUIFERS (§ 344.12 (A) (1))

This basin is composed of the Tertiary sedimentary geologic formations that are present in the Scotts Valley Syncline (Figure 3). The basin sediments comprise the Santa Margarita Sandstone, Monterey Formation, Lompico Sandstone, and the Butano Sandstone. The main aquifers in the Basin are the Santa Margarita Sandstone, Lompico Sandstone, and the Butano Sandstone. The Monterey Formation which separates the Santa Margarita Sandstone from the Lompico Sandstone acts as an aquitard. Unconfined conditions exist in the Santa Margarita Sandstone and semi-confined or confined conditions occur in the Lompico Sandstone.

The basin sediments are capped by islands of Purisima Formation and Santa Cruz Mudstone. The minor outcrops of these units are not laterally extensive in this area, and do not produce significant amounts of water in this basin.

LATERAL BOUNDARIES (§ 344.12 (A) (2))

The lateral boundaries of the proposed Santa Margarita Groundwater Basin are defined by faults that impede groundwater flow, outcrops that define the edge of the stacked aquifers, and a bedrock high that separates the sediments of the Santa Margarita Groundwater Basin from the sediments of the proposed Santa Cruz Mid-County Groundwater Basin. This bedrock high additionally provides a groundwater flow divide between the two basins.

FAULT BOUNDARIES

The northern basin boundary is the Zayante Fault zone. This fault has been identified as a barrier to flow by previous investigators. The geologic map of Brabb et al. (1997) shows a significant lithologic change across the Zayante fault, supporting the contention that it is a significant flow barrier (Figure 3). Further data supporting the Zayante fault as a basin boundary is included in the *Technical Information for Scientific Modification* portion of this application.

The western basin boundary is the Ben Lomond fault. This fault has been identified as a barrier to flow by previous investigators. The geologic map of Brabb et al. (1997) shows clear lithologic changes across the Ben Lomond fault,

supporting the contention that it is a significant flow barrier; the fault has brought the Monterey Formation into contact with the granitic rocks of Ben Lomond Mountain and to the south has locally juxtaposed the Monterey and Lompico Sandstone (Figure 3). Further data supporting the Ben Lomond fault as a basin boundary is included in the *Technical Information for Scientific Modification* portion of this application.

OUTCROP BOUNDARIES

The southwestern basin boundary follows the southern extent of the Lompico Sandstone outcrop. This boundary is consistent with the description of the Lompico Sandstone as the lowest water bearing unit in this area. A portion of the Locatelli Formation was left out of the Basin here because it is not a water bearing unit.

BEDROCK HIGH BOUNDARY

The southern and eastern boundaries follow a mapped granitic ridge. The existence of this bedrock high was proposed by the USGS in 1967 (Akers and Hickey, 1967). Bouguer gravity anomaly maps published by the USGS indicate that the structure of the underlying basement rock has a saddle point in this area. Former Santa Cruz County geologist Mike Cloud has further refined the geologic structure in this area based on borehole logs from nearby wells and mapped granitic outcrops. Further data supporting this bedrock high as a basin boundary is included in the *Technical Information for Scientific Modification* portion of this application. Similar conclusions were drawn in depth to bedrock maps produced as part of the *Computer modeling for groundwater management; Scotts Valley groundwater basin* report (Todd Engineers, 1997). This high point in the granitic bedrock is believed to be a groundwater flow divide; although, since each side of this granitic ridge has been historically managed as separate basins, no groundwater contour maps have been produced that cross this boundary.

RECHARGE AND DISCHARGE AREAS (§ 344.12 (A) (3))

Recharge areas identified by Santa Cruz County that are within the proposed Santa Margarita Groundwater Basin are shown on Figure 4. Groundwater discharge occurs at wells and to the streams within the basin.

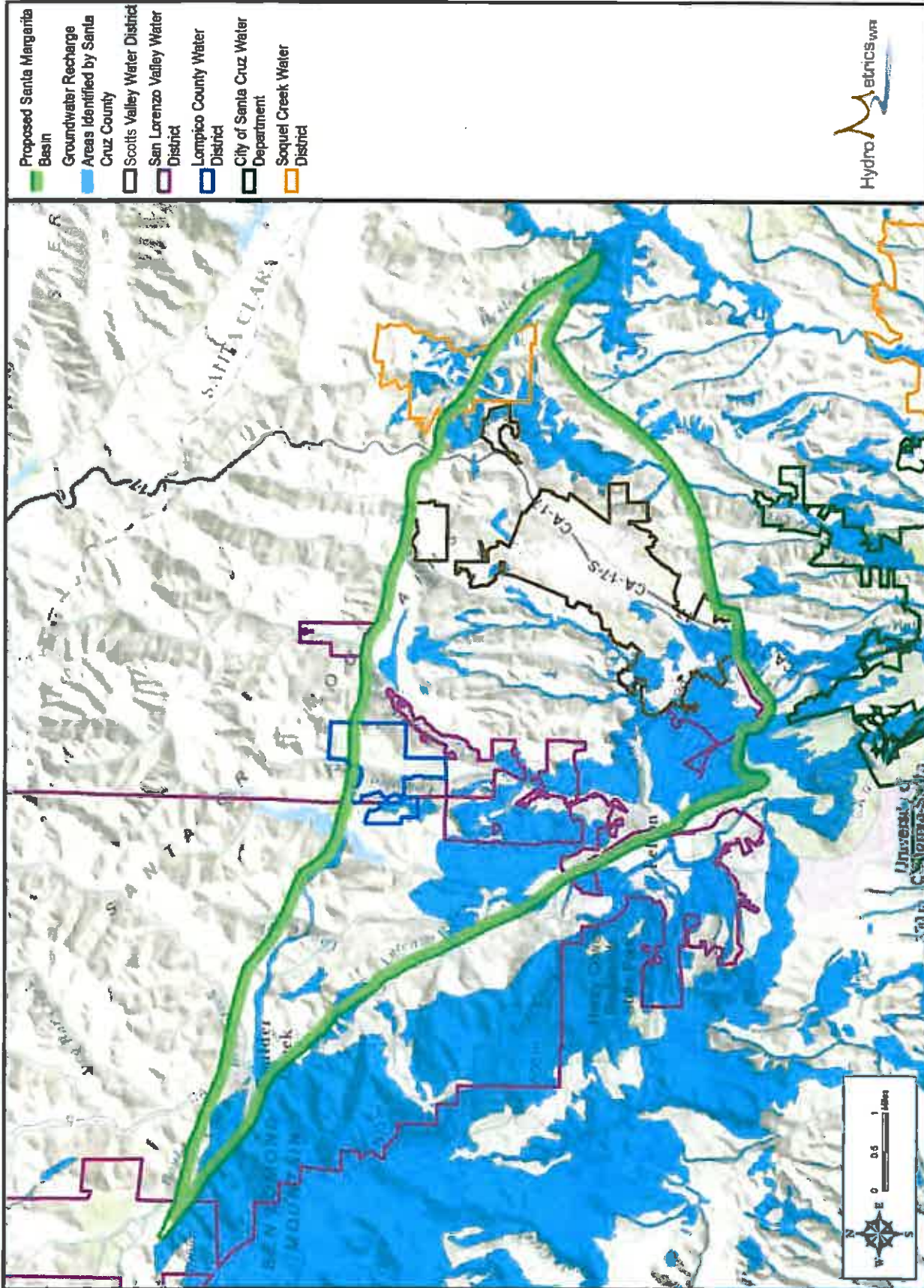


Figure 4: Recharge Areas Mapped by Santa Cruz County

DEFINABLE BASIN BOTTOM (§ 344.12 (A) (4))

A granitic basement rock constitutes the definable bottom of the Santa Margarita Groundwater Basin. This granitic rock is observable in boreholes and outcrops and underlays the stacked aquifer system over the entire extent of the basin. The granite outcrops along the Eastern and southeastern basin, and can be seen in some stream beds where the stacked aquifers have been eroded to bedrock. The estimated depth of bedrock varies between ground surface near the northeastern corner of the basin to over 3000 feet below ground surface near the intersection of the Ben Lomond Fault and the Zayante Fault.

KEY SURFACE WATER BODIES (§ 344.12 (A) (2) (D))

The San Lorenzo River is the most significant surface water feature in the Santa Margarita Groundwater Basin. The river runs in or near the western edge of the Basin; sub-parallel to the Ben Lomond fault. Important tributaries to the river include Lompico Creek, Zayante Creek, Bean Creek, and Carbonera Creek.

Loch Lomond is a man-made lake on Newell Creek: a tributary to the San Lorenzo River. The lake is approximately 2.5 miles long with a width of about 1,500 feet (McPherson and Harmon, 1998). The southern half of the lake lies within the proposed Santa Margarita Groundwater Basin. Loch Lomond is owned by the City of Santa Cruz, and water impounded in the lake provides a significant portion of the water used by the City of Santa Cruz.

Technical Information for Scientific Modification (§344.14)

This section presents technical information that demonstrates how the proposed Santa Margarita Groundwater Basin is a hydrogeologically discrete and identifiable groundwater basin. The Basin aquifers are capable of yielding substantial amounts of water, and the aquifer boundaries are clear and distinct. The technical information is based on numerous technical studies and qualified maps including:

- The qualified geologic map of Brabb et al. (1997)
- The qualified geophysical map of Roberts et al. (2004)
- Annual groundwater reports
- Groundwater model reports

LOCATION AND TOPOGRAPHY

The Santa Margarita Groundwater Basin lies in a geologically complex area formed by tectonic forces associated with the San Andreas Fault system. The Santa Margarita Groundwater Basin comprises a sequence of sandstone, siltstone, and shale units that are underlain by granite. These sediments lie within a geologic trough called the Scotts Valley Syncline. This sequence of sedimentary rocks is divided into several geologic formations. These units are defined on the basis of the type of rock and their relative geologic age based on studies by the United States Geological Survey (USGS) presented in reports by Clark (1966, 1981), Brabb et al. (1997), and McLaughlin et al. (2001).

The Santa Margarita Groundwater Basin is situated on the southwestern slope of the central Santa Cruz Mountains in Santa Cruz County (Clark et al., 1989, Brabb et al., 1997). The Santa Cruz Mountains constitute a portion of the California Coast Ranges physiographic province (Clark, 1966). The relief in the Santa Margarita Groundwater Basin is moderately rugged, with elevations ranging from less than 300 feet above mean sea level using the North American Vertical Datum (NAVD 1988) along the San Lorenzo River to over 1,800 feet on the flanks of Ben Lomond Mountain. The higher elevations range from ridges over 800 feet in the northern Santa Margarita Groundwater Basin to ridges over 1,000 feet on the eastern side of the Santa Margarita Groundwater Basin.

The general topography of the area consists of north-south trending, elongated steep-sided ridges alternating with V-shaped valleys. One of the largest of these valleys underlies the City of Scotts Valley, which is located on an area of generally level ground in the vicinity of Scotts Valley Drive and Highway 17 along Carbonera Creek.

EXTENT OF AQUIFERS (§344.14(A))

The extents of the principal aquifer in the proposed Santa Margarita Groundwater Basin have been described in a number of publications including *Groundwater Modeling Study of the Santa Margarita Groundwater Basin* (ETIC, 2006), the *Santa Margarita Basin Groundwater Modeling Technical Study* (Kennedy Jenks Consultants, 2015b), and the *Scotts Valley Groundwater Management Plan (AB 3030)* (Todd Engineers, 1994). These reports consistently show that the principal

aquifers pinch out to the east and south, and are truncated by faults to the north and west.

MAP OF AQUIFERS AND CROSS SECTIONS ((§344.14(A) (1))

A qualified map showing the lateral boundaries and outcrops of these formations are shown on Figure 3. This map shows how two significant faults truncate the geologic formations along the north and west borders of the proposed Santa Margarita Groundwater Basin. This map further shows the contact between the Lompico Formation and the underlying Locatelli Formation that defines the southern boundary of the proposed basin. Locations of two cross-sections that cross the proposed basin are shown in Figure 5. The cross sections showing the depths of these formations are shown on Figure 6 and Figure 7. These cross sections demonstrate how the principal aquifers do not extend northeast or southeast of the proposed basin boundary.

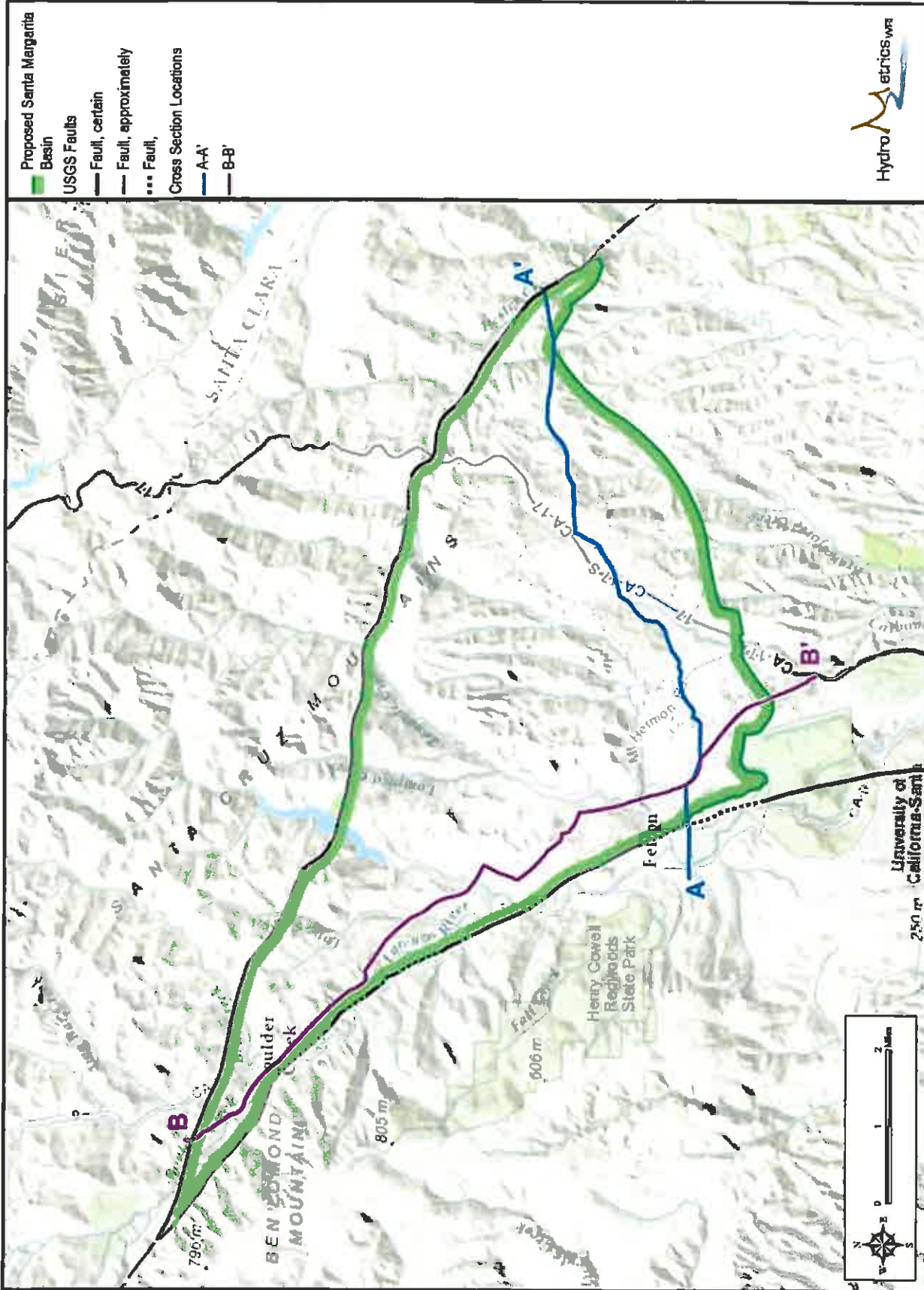


Figure 5: Cross-Section Locations

PHYSICAL PROPERTIES OF AQUIFERS (§344.14(A)(2))

The Santa Margarita Sandstone generally consists of massive, fine-to medium-grained sandstone of upper Miocene age. The Santa Margarita Sandstone forms a distinctive formation of white sand that can be observed in cliffs around the area (Kennedy Jenks Consultants, 2006). It is up to 400 feet thick in the Santa Margarita Groundwater Basin (ETIC, 2006). Figure 3 shows that the Santa Margarita Sandstone is exposed in much of the Santa Margarita Groundwater Basin, but does not exist east of the Santa Margarita Groundwater Basin. This is substantiated by the cross sections shown in Figure 6 and Figure 7. Kennedy Jenks Consultants (2015b) estimated that groundwater pumping from the Santa Margarita Sandstone ranged between 400 acre-feet/year and 1,250 acre-feet/year between 2003 and 2012. A review of aquifer tests by Kennedy Jenks Consultants (2015b) revealed that the Santa Margarita Sandstone is the most transmissive unit in the Basin, with measured hydraulic conductivities ranging between 2 and 130 feet per day.

The Lompico Sandstone lies below the Santa Margarita Sandstone and the intervening Monterey Formation. The Lompico Sandstone is a thick sandstone unit that forms the base of the middle Miocene sequence. The lower third of the unit consists of thick beds of light-gray, medium-grained sandstone. The Lompico Sandstone ranges in thickness from 200 to 350 feet thick, with the thinner portions generally occurring as a result of overlying erosion by the Santa Margarita Sandstone (ETIC, 2006). The upper two-thirds of the unit are composed of massive yellowish-gray, fine-grained sandstone beds (Clark, 1981). The Lompico Sandstone is found throughout much of the basin; however, the unit outcrops along the basin margins as shown on the geologic map (Brabb 1997). A review of aquifer tests by Kennedy Jenks Consultants (2015b) revealed that the Lompico Sandstone has measured hydraulic conductivities ranging between 0.5 and 7 feet per day. Although less transmissive than the Santa Margarita Sandstone, the Lompico Sandstone provides most of the pumped water in the Basin because it is laterally extensive and underlies the major water agencies in the basin. Kennedy Jenks Consultants (2015b) estimated that groundwater pumping from the Lompico Sandstone in 2003 totaled 2303 acre-feet per year. Municipal wells screened in the Lompico Sandstone produce between 200 and 400 gallons per minute.

The Butano Sandstone has been mapped in surface outcrop along the northern Santa Margarita Groundwater Basin margin (Clark, 1981). The Butano Sandstone occurs as a wedge shaped that is thickest along the Zayante Fault and has been eroded by subsequent deposition of the Lompico Sandstone to a pinch out about halfway across the Santa Margarita Groundwater Basin with a pronounced angular unconformity with the overlying Lompico Sandstone. The Butano Sandstone is up to over 2,000 feet thick along the Zayante Fault. The upper and middle members are only present in the northeastern portion of the Santa Margarita Groundwater Basin. A review of aquifer tests by Kennedy Jenks Consultants (2015b) revealed that the Butano Sandstone has measured hydraulic conductivities ranging between 0.1 and 6 feet per day. Kennedy Jenks Consultants (2015b) estimated that groundwater pumping from the Butano Sandstone ranges between 500 and 1,000 acre-feet per year.

BARRIERS AND IMPEDIMENTS TO GROUNDWATER FLOW (§ 344.14 (B))

Figure 3 is from a qualified map (Brabb et al., 1997) that includes four features that significantly impede groundwater flow which are the basis for scientific modification: the Zayante Fault, the Ben Lomond Fault, the structural granitic high between the Santa Margarita Groundwater Basin and the Santa Cruz Mid-County Groundwater Basin, and the structural edge of Lompico Sandstone.

- The northern basin boundary is the Zayante Fault zone. This fault has been identified as a barrier to flow by previous investigators. The geologic map of Brabb et al. (1997) shows a significant lithologic change across the Zayante fault, supporting the contention that it is a significant flow barrier (Figure 3). The USGS has mapped significant displacement along the Zayante Fault, with several miles of “up-to-the-south dip-slip displacement” occurring along the Zayante fault (McLaughlin and Clark, 2004). Kennedy Jenks Consultants state that “There is a significant displacement along ... these faults, and there is not considered to be appreciable groundwater flow across either the Ben Lomond or Zayante Faults”, (Kennedy Jenks, 2015b).
- The western basin boundary is the Ben Lomond fault. This fault has been identified as a barrier to flow by previous investigators. The geologic map of Brabb et al. (1997) shows clear lithologic changes across the Ben Lomond fault, supporting the contention that it is a significant flow barrier; the fault has brought the Monterey Formation into contact with

the granitic rocks of Ben Lomond Mountain and to the south has locally juxtaposed the Monterey and Lompico Sandstone (Figure 3). Gravity studies in the Felton area suggest that the crystalline basement is vertically offset by roughly 1,000 feet by the Ben Lomond fault (Clark and Rietman, 1973). Kennedy Jenks Consultants state that “There is a significant displacement along ... these faults, and there is not considered to be appreciable groundwater flow across either the Ben Lomond or Zayante Faults” (Kennedy Jenks, 2015b).

- The southwestern basin boundary follows the southern extent of the Lompico Sandstone outcrop (Figure 3). This boundary is consistent with the description of the Lompico Sandstone as the lowest water bearing unit in this area. A pronounced angular unconformity separates the underlying Locatelli Formation from the overlying units, principally the Lompico Sandstone (Clark, 1981). A portion of the Locatelli Formation was excluded from the Basin here because it is not a water bearing unit.

The southern and eastern boundaries follow a granitic high that occurs in the granitic basement rock. The location of the granitic high is determined from a number of sources:

- The existence of this bedrock high was proposed by the USGS in 1967 (Akers and Hickey, 1967).
- A qualifying geophysical map showing a local high in residual gravity contours was published in a USGS geophysical investigation (Roberts, 2004). The relevant portion of this map is shown on Figure 8. This map shows a granitic high near the southwest corner of the proposed basin where the residual gravity measures 14 milliGals.
- As part of work performed for the ongoing development of a groundwater model for the Santa Cruz Mid-County Groundwater Basin (HydroMetrics WRI, 2015), a series of boring logs and e-logs were reviewed to refine the structure of the granitic basement. These contours are overlain on the geophysical map on Figure 9. This figure shows that the granitic ridge mapped by HydroMetrics WRI follows the outline of the gravity data, but the mapped data are more refined and accurate.
- A similar granitic structure was mapped by Todd Engineers for an earlier groundwater modeling effort. The granitic high mapped by Todd Engineers is shown in Figure 10.

The HydroMetrics WRI bedrock contours are overlain on the geologic map of Brabb (1979) in Figure 11. The green line on this figure shows how the proposed basin boundary follows the granitic high, and how it joins with the top of the Locatelli Sandstone that was previously identified as a basin boundary. in the southern portion of the basin.

Observed groundwater flow directions substantiate the influence of the bedrock high as a groundwater flow divide between the Santa Margarita Groundwater Basin and the Santa Cruz Mid-County Basin. While no groundwater maps have been developed that cover both basins, Todd Engineers (1997) noted:

"In the Carbonera Creek/Camp Evers area [Santa Margarita Groundwater Basin], it is well documented that groundwater flows southward following the creek until encountering the uplifted granite. There groundwater flow is re-directed westward through the Camp Evers area towards Bean Creek. The change in flow direction is the result of the lower permeability granite which impedes the shallow groundwater flow to the south."

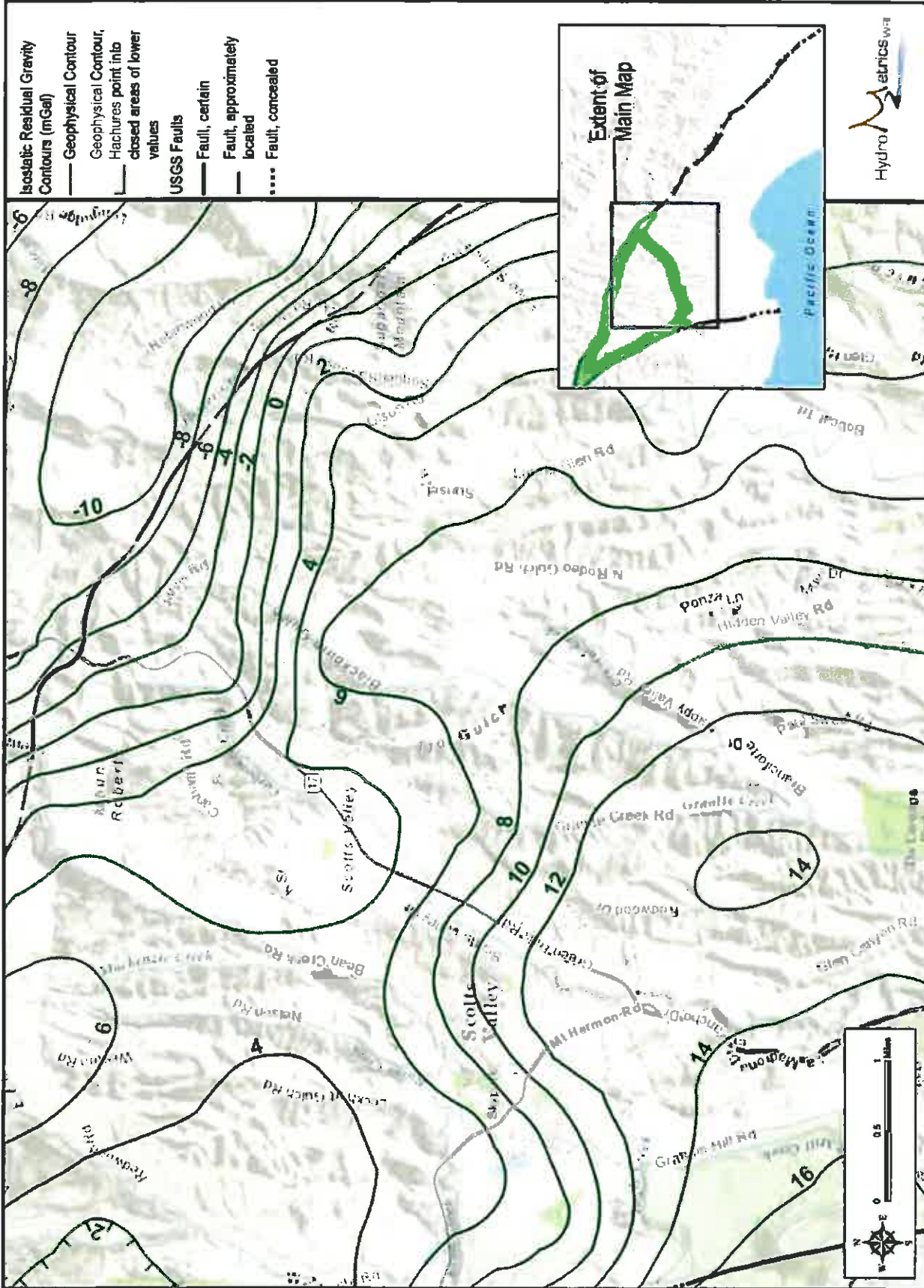


Figure 8: Gravity Contours Along Santa Margarita Groundwater Basin Eastern Boundary (from USGS, 2004)

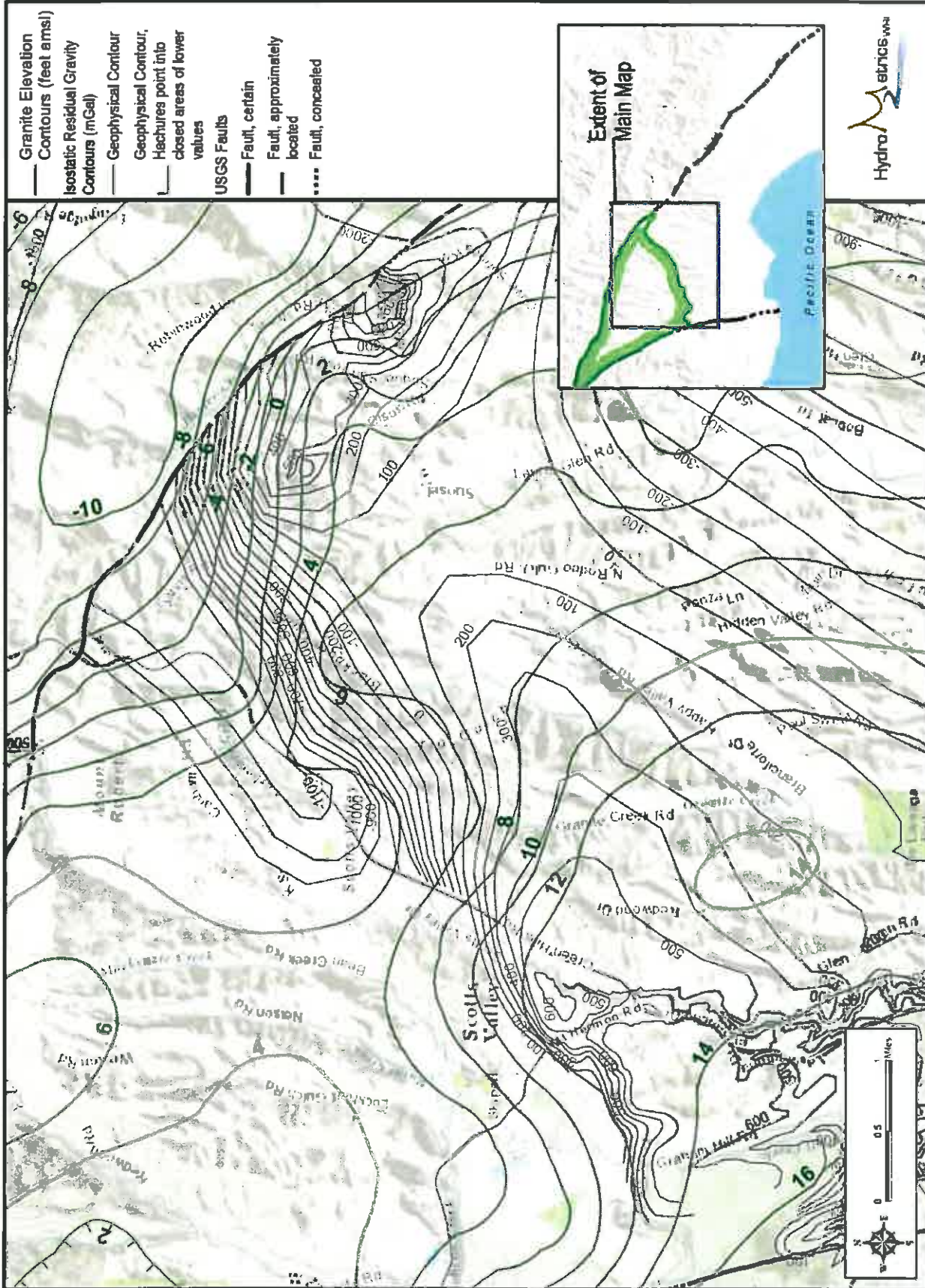


Figure 9: Measured Bedrock Contours Overlain on Gravity Contours

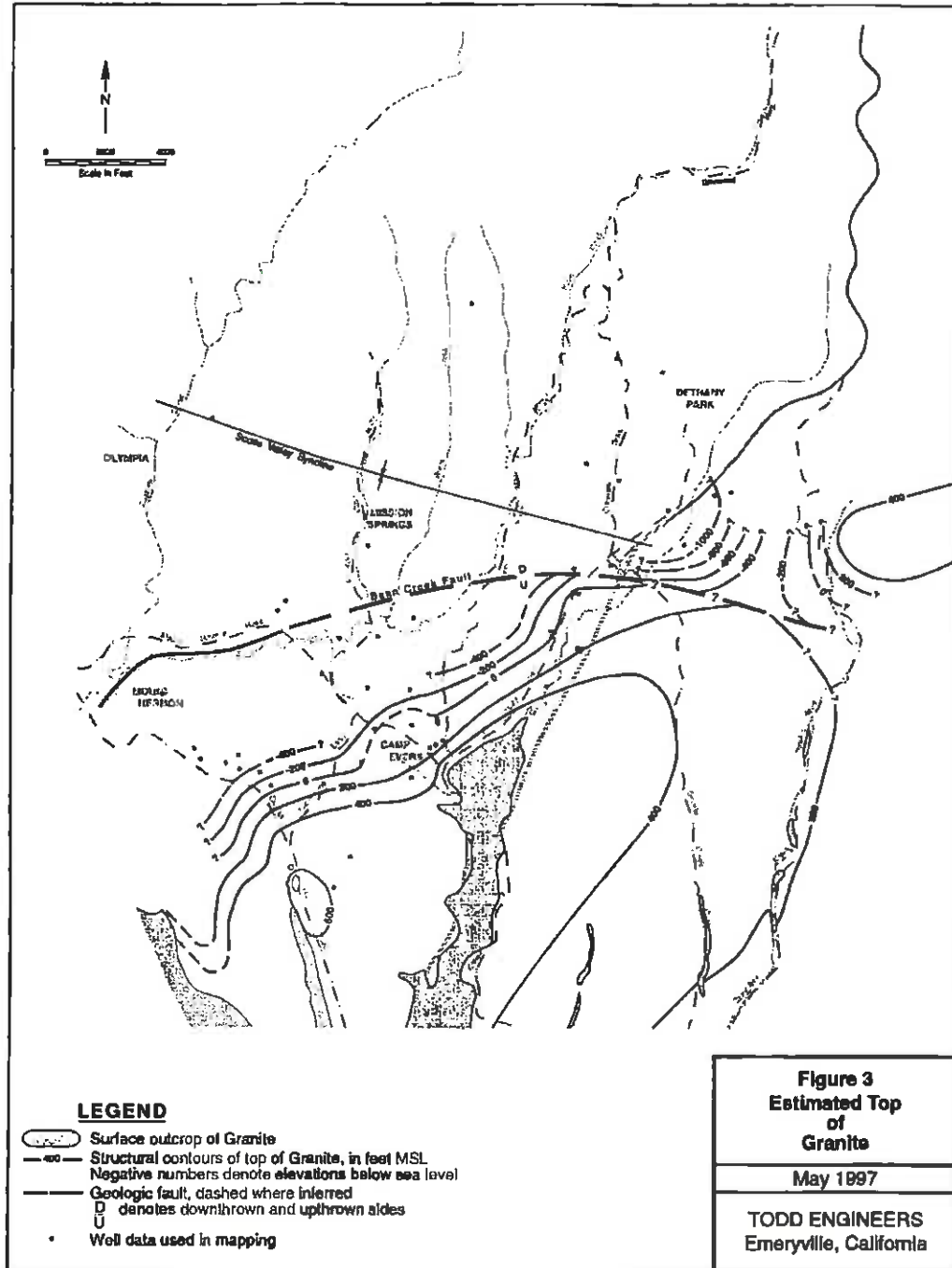


Figure 10: Bedrock Contours from Todd Engineers (1997)

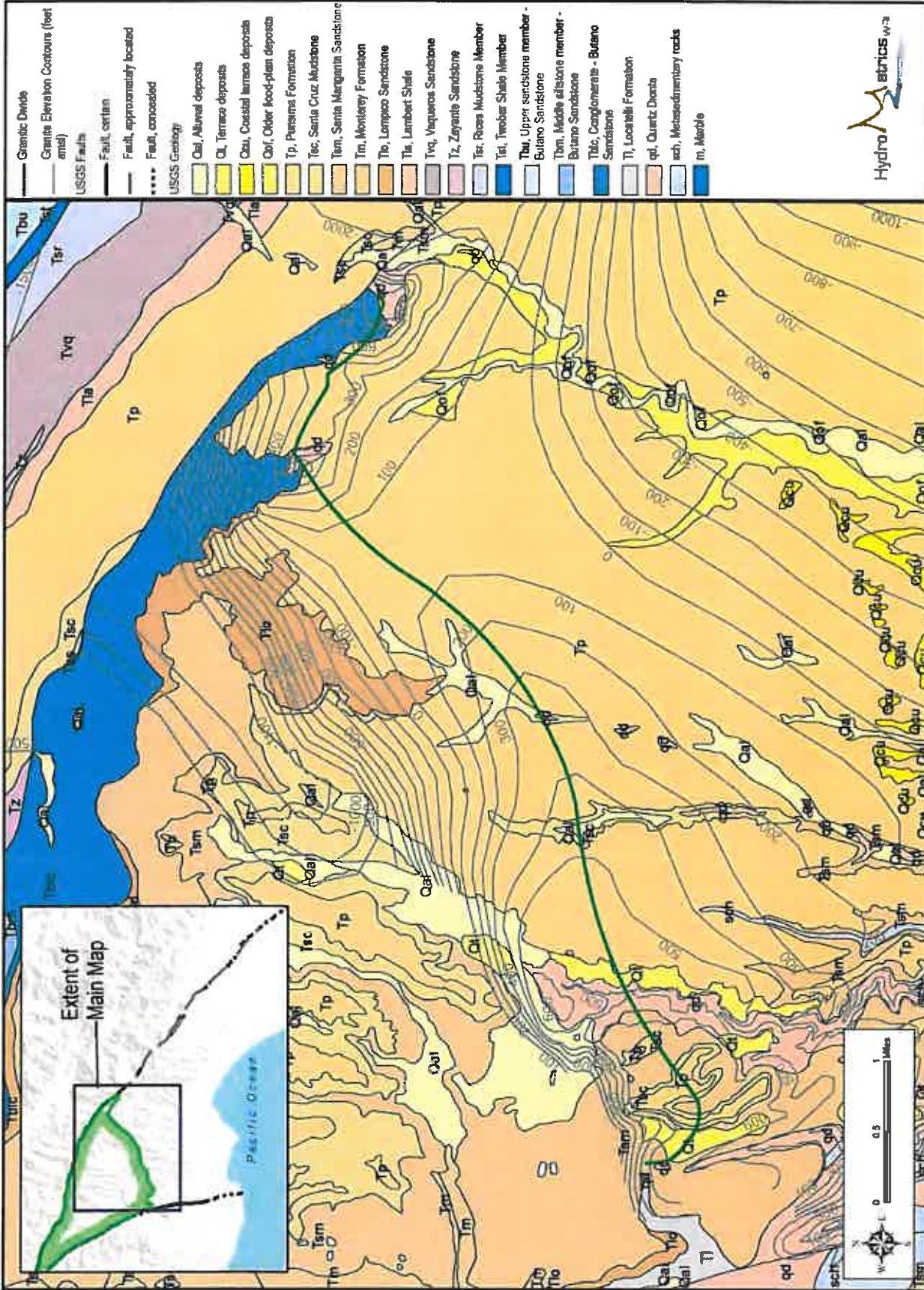


Figure 11: Eastern Santa Margarita Groundwater Basin Boundary Based on Bedrock Contours

Technical Information for Jurisdictional Modifications (§ 344.16)

The scientific modification leaves a corner of the Scotts Valley Water District in the adjacent, existing, Santa Cruz Purisima Formation Basin. Ensuring the Scotts Valley Water District is only in a single basin will promote sustainable groundwater management by focusing the Scotts Valley Water District's groundwater management responsibilities on the shared groundwater resource that supplies its wells. Therefore, the primary scientific modification will be supplemented with a secondary jurisdictional (internal boundary) modification that ensures that the Scotts Valley Water District service area is within only a single basin. The corner of Scotts Valley Water District that is the subject of this jurisdictional modification is shown as a small yellow corner on Figure 12.

GROUNDWATER MANAGEMENT PLAN AND IMPLEMENTATION (§ 344.16 (A) (1) (A))

The Santa Margarita Groundwater Basin has been managed as a single, cohesive basin for more than two decades. A Groundwater Management Plan was developed for the Santa Margarita Groundwater Basin in 1994 (Todd Engineers, 1994). This plan complied with the requirements of AB3030, and a copy of it is included in **Appendix C**. The original groundwater management area focused on the area served by Scotts Valley Water District. Over the years, the managed area has expanded to include the entire Santa Margarita Groundwater Basin

As part of the Groundwater Management Plan implementation, annual reports have been produced that analyze and describe the status of the Santa Margarita Groundwater Basin. Starting in 2013, the annual reporting was changed to a biennial cycle because of the marginal year-to-year changes observed in the basin. The most recent report was produced in 2015, and reflected basinwide conditions during 2014 water year (Kennedy Jenks Consultants, 2015a). The most recent annual report is included in **Appendix C**.

Recognizing that the stacked aquifers defined a regional groundwater resource, a groundwater model of the area was developed in 1997 (Todd Engineers, 1997). The groundwater model has been regularly updated and used for groundwater planning purposes. Significant model updates occurred in 2006 (EITC, 2006) and 2015 (Kennedy Jenks Consultants, 2015b). A copy of the most recent model update is included in **Appendix C**.

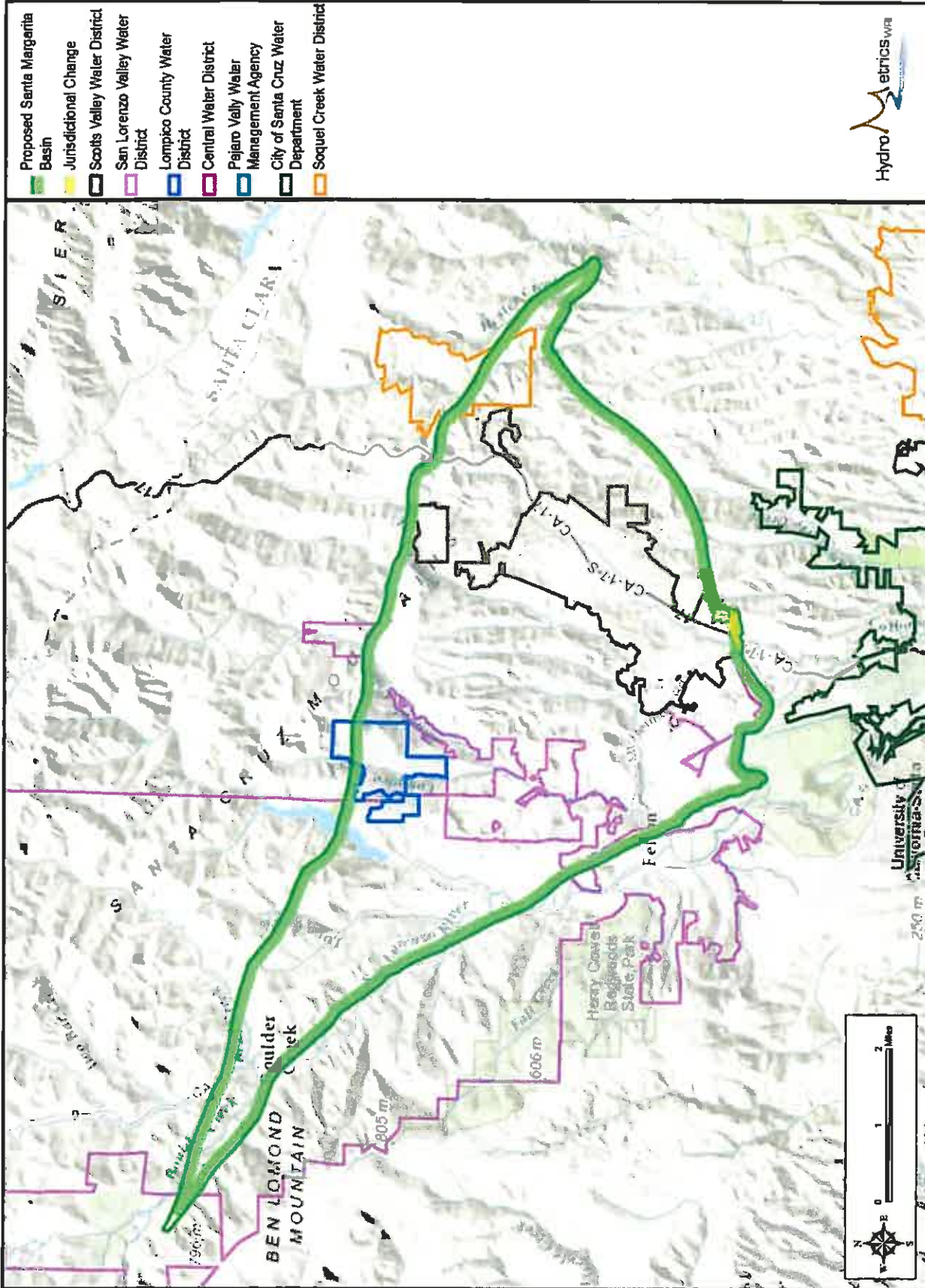


Figure 12: Jurisdictional Boundary Modification

Notice and Consultation (§ 344.4)

LIST OF LOCAL AGENCIES AND PUBLIC WATER SYSTEMS (§ 344.4 (A))

Table 1 lists local water agencies and public water systems within or overlapping the affected existing groundwater basins: Scotts Valley Basin, Felton Area Basin, and the Santa Cruz Purisima Formation Basin. Affected agencies and systems are those within or overlapping the proposed Santa Margarita Groundwater Basin.

Table 1: Water Agencies and Water Systems in Affected Basins

SYSTEM NAME	AFFECTED SYSTEM?
WATER AGENCIES AND LARGE WATER SYSTEMS	
San Lorenzo Valley Water District	Yes
Santa Cruz	No
Scotts Valley Water District	Yes
Lompico County Water District	Yes
Mount Hermon Association, Incorporated	Yes
Soquel Creek Water District	Yes
Watsonville	No
SMALL WATER SYSTEMS WITH 15 TO 199 CONNECTIONS	
Allan Lane Water Association	No
Aviza Technology	Yes
Big Redwood Park	No
Boulder Creek Scout Reservation	Yes
Brackenbrae Country Club	Yes
Cabrillo College	No
Cathedral Hills MWC	No
Cathedral Wood Mutual Water Company	Yes
Enchanted Valley	No
Fern Grove Water Club	Yes
Forest Springs	Yes
Hidden Falls Girl Scout Camp	Yes
Jarvis Mutual Water System	Yes
Kennolyn Camp	No
Koinonia Conference Grounds	No
Land Of Medicine Buddha	No
Las Colinas Road And Water Association	No
Manana Woods Mutual Water Company	Yes
Meadowridge	No
Mission Springs Conference Center	Yes
Mountain Elementary School	No
Pete Koronakos	Yes
PureSource	No
Roaring Camp Railroad Inc.	Yes
Seventh Day Adventist	No
Springbrook Park Mutual Water Company	Yes
Summit West	No
Trout Gulch Mutual (formerly Mar Vista)	No
Vajrayana Foundation	No

Vista Robles Assoc.	Yes
SMALL WATER SYSTEMS WITH 5 TO 14 CONNECTIONS	
948 Browns Valley Road	No
Corralitos Springs	No
Enos Lane	No
Fernbrook Woods Water Company	Yes
Hidden Meadow MWC	Yes
JB Ranch	Yes
Karl's Dell	Yes
Lagunita MWC	No
Laurel Glen MWC	No
Loma Alta MWC	No
Love Creek Heights Mutual Water Association	Yes
Moon Meadows	Yes
Purisima MWC	Yes
Quail Hollow Circle	Yes
Rancho Soquel Water System	No
Smith Road	No
Villa Glen	No
Vista Oaks	No
Zayante Acres	Yes
Zelbar	No

A map showing the locations of all affected agencies and affected systems that are within or bordering the proposed Santa Margarita Groundwater Basin is shown in Figure 13.

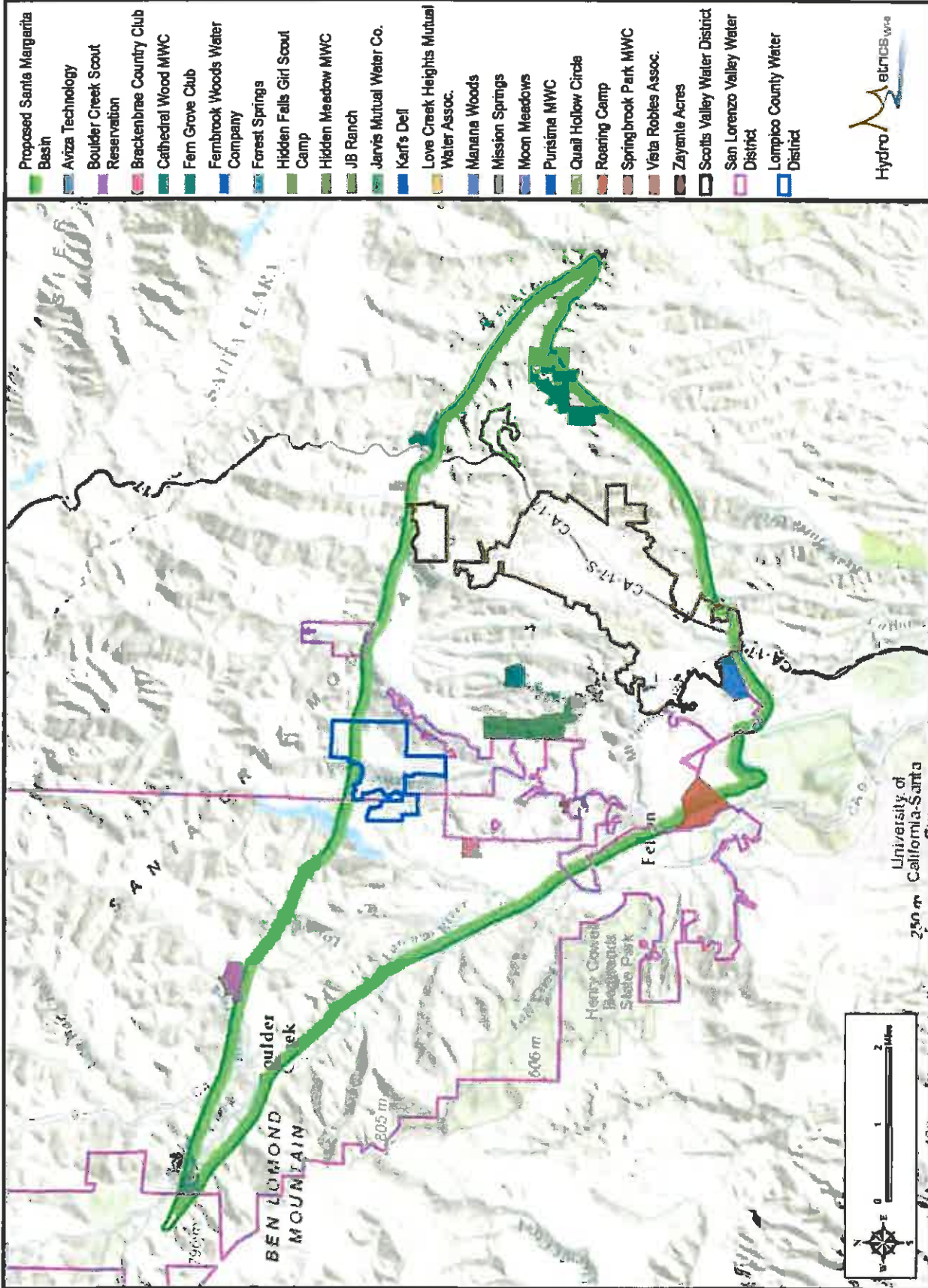


Figure 13: Affected Systems and Affected Agencies

METHODS USED TO IDENTIFY AFFECTED AGENCIES AND SYSTEMS (§ 344.4 (B))

We used Geographic Information System (GIS) tools to visualize the extent and overlap of the above agencies and systems with the Bulletin 118 basins affected by these proposed revisions. The GIS files for these service areas are provided on the compact disk in Appendix D.

NATURE OF CONSULTATION (§ 344.4 (C))

Scotts Valley Water District sent letters to affected agencies and systems on December xx, 2015. The letters included a map of the proposed modifications, a link to a website with the resolution initiating the boundary modification request, the available draft of this modification request report, and the GIS files defining the proposed basin boundaries, and information on providing comments and resolutions or letters of support or opposition. A copy of the letter and other consultation is provided in Appendix E.

SUMMARY OF PUBLIC MEETINGS (§ 344.4 (D))

The following public meetings where the basin boundary modifications were discussed:

- October 8, 2015 Scotts Valley Water District Board of Directors meeting. A proposal to initiate and fund a basin boundary revision was presented to the Scotts Valley Water District Board of Directors at this publicly noticed meeting. After taking public comment, the Scotts Valley Water District Board of Directors voted to initiate the process, and enter into agreements with other water districts for funding the process.
- October 15, 2015 San Lorenzo Valley Water District Board of Directors meeting. A proposal to initiate a basin boundary revision was presented to the San Lorenzo Valley Water District Board of Directors at this publicly noticed meeting. After taking public comment, the San Lorenzo Valley Water District Board of Directors agreed to support the basin boundary revision process.
- November 18, 2015 Santa Margarita Groundwater Basin Advisory Committee meeting. An update on the basin boundary revision progress was presented at this regularly scheduled advisory committee meeting.

This meeting was publicly noticed, and attended by members of the advisory committee as well as members of the public.

- January X, 2016. The Scotts Valley Water District Board of Directors accepted this report and adopted a resolution initiating the boundary modification request at its regularly scheduled meeting.

All Board of Directors meetings and Santa Margarita Groundwater Basin Advisory Committee meetings were noticed under the Brown Act. Notices and agendas or minutes for these meetings are provided in Appendix F.

COMMENTS AND RESPONSE-TO-COMMENTS (§ 344.4 (E))

Besides letters of support or opposition from affected agencies and systems, xx comments were received. These comments and response to comments are provided in Appendix G.

LOCAL AGENCY INPUT (§ 344.8)

Evidence that affected agencies and systems were provided required information is provided in Appendix E. Comments, response to comments, and rebuttals to opposition are provided in Appendix G.

The following affected agencies and systems provided resolutions or letters of support:

The following affected agencies and system provided resolutions or letters of opposition:

Resolutions and letters of support or opposition are provided in Appendix H.

CEQA Compliance (§ 344.18)

The County of Santa Cruz found that the basin boundary revision is exempt from CEQA because such modification is not a project under CEQA, and, even assuming that such modification constitutes a project, it would be exempt because there is no possibility that the Basin Boundary Modification will have a significant effect on the environment. This language was included in the resolution of support passed by the County Board of Supervisors.

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GIANG T. NGUYEN
HEALTH SERVICES AGENCY DIRECTOR

County of Santa Cruz

HEALTH SERVICES AGENCY

1080 EMELINE AVENUE, SANTA CRUZ, CA 95060
TELEPHONE: (831) 454-4000 FAX: (831) 454-4770

AGENDA: January 12, 2016

January 6, 2016

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

SUBJECT: Sustainable Management for Two Groundwater Basins

Dear Members of the Board:

The Health Services Agency (HSA) requests that your Board approve actions that support sustainable management of two groundwater basins. HSA requests that your Board: 1) Adopt separate resolutions endorsing boundary modifications for the Mid-County (Soquel-Aptos) and Santa Margarita (Scotts Valley) groundwater basins; and 2) Approve in concept a new Joint Exercise of Powers Agreement that forms a Santa Cruz Mid-County Groundwater Agency.

Modification of Two Groundwater Basin Boundaries

The California Sustainable Groundwater Management Act of 2014 (SGMA) requires local government entities to form a Groundwater Sustainability Agency (GSA) by June 30, 2017, for individual groundwater basins, and to develop and begin implementing Groundwater Sustainability Plans for each basin by 2020 or 2022, depending on the current severity of the basin's groundwater aquifer overdraft. A GSA may be an individual agency, a Joint Powers Authority, or a county. The SGMA gives GSAs broad responsibilities, including metering larger wells, regulating groundwater use, developing supplemental water supplies, and levying pumping fees to pay the costs of groundwater management efforts. DWR administers the SGMA's provisions and has been moving rapidly to develop regulations for implementation, including designation of groundwater basin priority classifications and geographical boundary definitions.

On November 16, 2015, DWR and the State Office of Administrative Law finalized regulations for requesting modification of groundwater basin boundaries. This is critical for our area because the current State designations of groundwater basins in Santa Cruz County are not consistent with underlying hydrology and overlying jurisdictional boundaries. The local agencies will be submitting requests for basin boundary

modifications within the allowed 90 day window that begins January 1, 2016. The adopted regulations require that these boundary modifications be endorsed by all managing entities, including the County.

The SGMA statutorily pre-designated GSAs for 15 water basins statewide. For Santa Cruz County, one basin was pre-designated. For the Pajaro Valley Groundwater Basin, the SGMA explicitly deemed the Pajaro Valley Water Management Agency as the exclusive GSA within its boundaries. Two other groundwater basins within Santa Cruz County are already being actively managed and those agencies are moving to formally establish their GSA as required by the SGMA.

For the Santa Margarita (Scotts Valley) Groundwater Basin, the County is a signatory to a Memorandum of Understanding dated June 30, 1995. This agreement formed the Santa Margarita Groundwater Basin Management Committee (Santa Margarita Committee). This committee approved a request for modification of the Santa Margarita Groundwater Basin on November 18, 2015. Notably, it is expected that this boundary modification will result in this basin being designated by DWR as a medium or high priority for management, requiring formation of a GSA and production of a Groundwater Sustainability Plan in order to achieve sustainability by 2022. The Santa Margarita Committee believes that this upgrade in priority and those resulting requirements are appropriate and merited for this basin.

The Mid-County Groundwater Basin has been managed by the Soquel Creek Water District and Central Water District since 1995, through Joint Exercise of Powers Agreement (JPA) pursuant to a precursor of the SGMA, the Groundwater Management Act, California Water Code §10753 et. seq., AB3030 (1992) which encouraged public agencies to adopt plans to manage groundwater within their jurisdictions. On May 19, 2015, your Board authorized the County Administrative Officer to sign a third amendment to this JPA that provided for participation of the County and of the City of Santa Cruz, and to name the JPA as the 'Soquel-Aptos Groundwater Management Committee' (Soquel-Aptos Committee). This Committee approved the proposed boundary modification for the Mid-County Groundwater Basin on November 12, 2015.

The proposed boundary modifications for Soquel-Aptos and Scotts Valley groundwater basins are consistent with each other and with the current approach to managing the basins. HSA has prepared two resolutions for your Board's adoption that endorse each of these basin boundary modification requests (Attachments 1 and 2).

Proposed New JPA for the Mid-County Groundwater Basin

Considerable work has been accomplished to move toward improved groundwater management of the Mid-County Groundwater Basin. The Soquel-Aptos Committee meets on a bimonthly basis and has formed a GSA Formation Subcommittee and a Public Outreach Subcommittee. The eighth public meeting for Mid-County

Groundwater Basin stakeholders was held on December 10, 2015, and information has been mailed to all Mid-County well owners describing the process underway to improve management of the basin, including opportunities to become better informed and provide input. SGMA includes specific requirements for stakeholder involvement and outreach, and DWR has made available professional facilitation services to help with the process.

At its November 12, 2015 meeting, the Soquel-Aptos Committee received and reviewed a draft new JPA for formal creation of a GSA for the Mid-County Groundwater Basin (Attachment 3). Adoption of this new JPA would dissolve the Soquel-Aptos Committee and reconstitute it as the Santa Cruz Mid-County Groundwater Agency, with similar membership, but expanded powers, consistent with SGMA requirements for GSAs.

The draft new JPA was prepared by the GSA Formation Subcommittee in consultation with Russ McGlothlin, an attorney with Brownstein Hyatt Farber & Schreck. Mr. McGlothlin has been actively involved in California water law issues and in particular with California groundwater issues, including extensive work at both State and local levels on issues related to writing and implementing the SGMA.

The draft new JPA has been developed based on standard provisions typically used in similar kinds of agreements, including language required of a GSA by the SGMA. It fully empowers the proposed agency to do everything it might need to do to improve sustainability of groundwater resources in the Mid-County Groundwater Basin. However, in general, the Soquel-Aptos Committee anticipates that none of the provisions related to implementing projects, selling debt, or hiring staff would be exercised prior to completion of a Groundwater Sustainability Plan due June 30, 2020. The Committee also anticipates that once the details of the plan are developed, it may be necessary or desirable to amend the new JPA to align the organization's role and powers to fit circumstances that emerge. A unanimous vote of all the agency representatives is required for major decisions, including adoption of the Groundwater Sustainability Plan, annual budgets, and any expenditure greater than \$100,000.

The Committee is requesting that all partner agencies complete legal and policy level reviews of this draft new JPA and submit comments by early January 2016 so that the Committee can review and finalize the proposed JPA at its January 21, 2016 meeting.

This JPA document has been reviewed by County Counsel. In addition to grammatical clarifications, HSA proposes three changes to the current version attached: 1) Add a definition of Member Director; 2) Provide clarification for dispute resolution; and 3) Require unanimous Member Director approval for levying of fees. Levying of such fees would be performed pursuant to procedures and requirements of Proposition 218. HSA is requesting that your Board approve in concept the draft JPA, with these proposed modifications. Upon your approval, HSA will present the Committee with the requested changes. Subsequently, the final version JPA would be presented to all

4

member agencies for adoption. Once the JPA is approved locally, it would be proposed to the State as the GSA for the Santa Cruz Mid-County Groundwater Basin. HSA anticipates returning to your Board with a final version for formal adoption in February 2016.

Recommendation:

It is, therefore, RECOMMENDED that your Board:


1. Adopt resolutions endorsing a boundary modification for the Santa Margarita Groundwater Basin and the Mid-County Groundwater Basin; and
2. Approve in concept a Draft new Joint Exercise of Powers Agreement, as modified with proposed changes, for formation of a Santa Cruz Mid-County Groundwater Management Agency.

Sincerely,



Giang T. Nguyen
Health Services Agency Director

RECOMMENDED:



Susan A. Mauriello
County Administrative Officer

Attachments:

- 1) Resolution for Groundwater Boundary Adjustment- Mid County Basin;
- 2) Resolution for Groundwater Boundary Adjustment- Santa Margarita Basin; and
- 3) Draft JPA.

38

5

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA**

RESOLUTION NO. _____

**On the motion of Supervisor _____
Duly seconded by Supervisor _____
The following resolution is adopted.**

**RESOLUTION SUPPORTING A BASIN BOUNDARY MODIFICATION REQUEST
FOR THE SANTA CRUZ MID-COUNTY GROUNDWATER BASIN**

WHEREAS, groundwater located in the Mid-County area of Santa Cruz County is a vital resource to meet the water supply needs for residents, visitors, and businesses of Santa Cruz County; and

WHEREAS, the City of Santa Cruz, Soquel Creek Water District, Central Water District, and the County of Santa Cruz (Partner Agencies) have come together to improve management of groundwater in the Mid-County area under a Joint Exercise of Powers Agreement forming the Soquel-Aptos Groundwater Management Committee (SAGMC), that was most recently amended on August 21, 2015; and

WHEREAS, an AB3030 Groundwater Management Plan was adopted in 2007 that identified a boundary commonly known as the Soquel-Aptos Groundwater Management Area; and

WHEREAS, the SAGMC took action on November 12, 2015, to rename the area previously known as the Soquel-Aptos Groundwater Management Area as the Santa Cruz Mid-County Groundwater Basin (SCMGB); and

WHEREAS, current groundwater management of the SCMGB includes all or part of four basins identified in DWR's Bulletin Number 118, including the following basins (designated by the name of the basin and number assigned to it in DWR-Bulletin No. 118): Soquel Valley (3-1), West Santa Cruz Terrace (3-26), Santa Cruz Purisima Formation (3-21), and Pajaro Valley Basin (3-2); and

WHEREAS, each of the Partner Agencies is a local agency as defined by the Sustainable Groundwater Management Act of 2014 (SGMA), duly organized and existing under and by virtue of the laws of the State of California with the ability to exercise powers related to groundwater management; and

WHEREAS, SGMA requires formation of a local groundwater sustainability agency (GSA) by June 30, 2017 and adoption of a groundwater sustainability plan

6

(GSP) by January 31, 2020, for all medium- and high-priority basins identified as being subject to critical conditions of overdraft; and

WHEREAS, SGMA defines a basin's boundaries shall be defined as identified in the California Department of Water Resources (DWR) Bulletin No. 118; and

WHEREAS, SGMA establishes a process for local agencies to request that DWR revise the boundaries of a basin, including establishment of a new sub-basins; and

WHEREAS, the Partner Agencies have common interest in defining a groundwater basin that comprehensively represents a management area based on scientific and jurisdictional modifications to DWR Bulletin No. 118; and

WHEREAS, requesting a Basin Boundary Modification is exempt from the California Environmental Quality Act (CEQA) because such modification is not a project under CEQA, and, even assuming that such modification constitutes a project, it would be exempt because there is no possibility that the Basin Boundary Modification will have a significant effect on the environment;

NOW, THEREFORE BE IT RESOLVED that the Santa Cruz County Board of Supervisors hereby supports the basin boundary modification request submitted by the Soquel-Aptos Groundwater Management Committee to the Department of Water Resources representatives to modify the existing Bulletin-118 boundaries as allowed by Title 23 of the California Code of Regulations to create a new consolidated basin, the Santa Cruz Mid-County Groundwater Basin (as shown in Exhibit A).

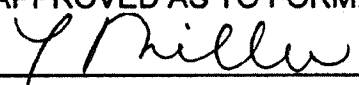
PASSED AND ADOPTED, by the Board of Supervisors of the County of Santa Cruz, State of California, this 15th day of December, 2015, by the following vote:

AYES: SUPERVISORS
NOES: SUPERVISORS
ABSTAIN: SUPERVISORS

Chair of the Board

ATTEST:

Clerk of the Board

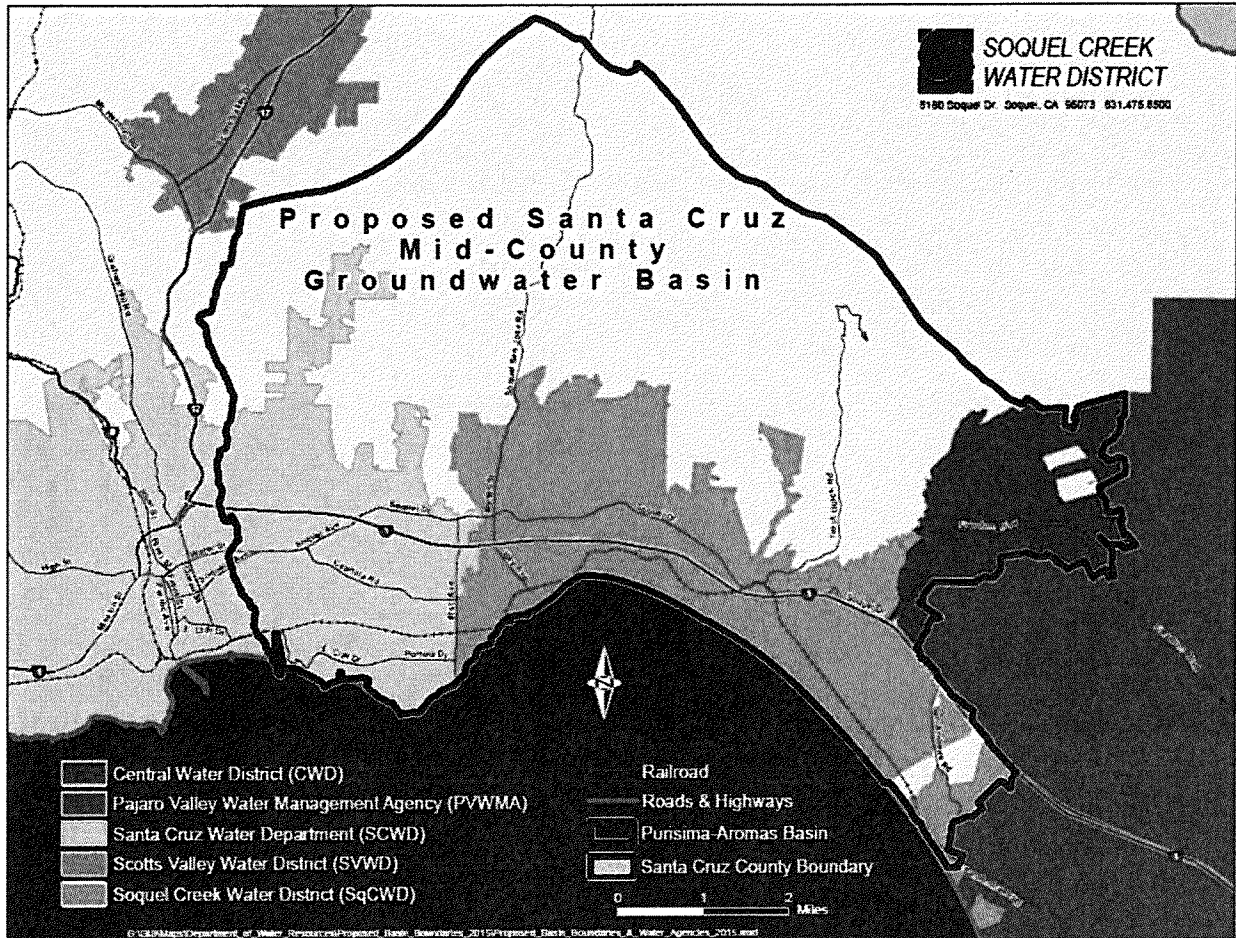
APPROVED AS TO FORM:


County Counsel

38

Exhibit A

Proposed Santa Cruz Mid-County Groundwater Basin



8

**BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA**

RESOLUTION NO. _____

**On the motion of Supervisor _____
Duly seconded by Supervisor _____
The following resolution is adopted.**

**RESOLUTION SUPPORTING A BASIN BOUNDARY MODIFICATION REQUEST
FOR THE SANTA MARGARITA GROUNDWATER BASIN**

WHEREAS, groundwater located in the Santa Margarita Groundwater Basin (SMGB) in the vicinity of Scotts Valley, Mount Hermon, Felton, Ben Lomond, Lompico, and Boulder Creek in Santa Cruz County is a vital resource to meet the water supply needs for residents, visitors, and businesses of Santa Cruz County; and

WHEREAS, the USEPA designated the SMGB as a sole source aquifer in 1985; and

WHEREAS, the Scotts Valley Water District, San Lorenzo Valley Water District, Lompico County Water District, City of Scotts Valley, and the County of Santa Cruz ("Partner Agencies") have come together to improve management of groundwater in the SMGB under a Memorandum of Understanding dated June 30, 1995, forming the Santa Margarita Groundwater Basin Management Committee (SMGBAC); and

WHEREAS, an AB3030 Scotts Valley Groundwater Management Plan was adopted in 1994; and

WHEREAS, current groundwater management of the SMGB includes all or part of three basins identified in DWR's Bulletin Number 118, including the following basins (designated by the name of the basin and number assigned to it in DWR-Bulletin No. 118): Scotts Valley (3-27), Santa Cruz Purisima Formation (3-21), and Felton (3-50), and substantial areas outside of basins designated in Bulletin No. 118; and

WHEREAS, each of the Partner Agencies is a local agency as defined by the Sustainable Groundwater Management Act of 2014 ("SGMA"), duly organized and existing under and by virtue of the laws of the State of California with the ability to exercise powers related to groundwater management; and

WHEREAS, SGMA requires formation of a local groundwater sustainability agency ("GSA") by June 30, 2017 and adoption of a groundwater sustainability plan ("GSP") by January 31, 2022, for all medium- and high-priority basins not identified as being subject to critical conditions of overdraft; and

9

WHEREAS, SGMA defines a basin's boundaries shall be defined as identified in the California Department of Water Resources (DWR) Bulletin No. 118; and

WHEREAS, SGMA establishes a process for local agencies to request that DWR revise the boundaries of a basin, including establishment of a new sub-basins; and

WHEREAS, the Partner Agencies have common interest in defining a groundwater basin that comprehensively represents a management area based on scientific and jurisdictional modifications to DWR Bulletin No. 118; and

WHEREAS, requesting a Basin Boundary Modification is exempt from the California Environmental Quality Act (CEQA) because such modification is not a project under CEQA, and, even assuming that such modification constitutes a project, it would be exempt because there is no possibility that the Basin Boundary Modification will have a significant effect on the environment; and

NOW, THEREFORE BE IT RESOLVED that the Santa Cruz County Board of Supervisors hereby supports the basin boundary modification request submitted by the Scotts Valley Water District to the Department of Water Resources representatives to modify the existing Bulletin-118 boundaries as allowed by Title 23 of the California Code of Regulations to create a new consolidated Santa Margarita Groundwater Basin (as shown in Exhibit A).

PASSED AND ADOPTED, by the Board of Supervisors of the County of Santa Cruz, State of California, this 15th day of December, 2015, by the following vote:

AYES:	SUPERVISORS
NOES:	SUPERVISORS
ABSTAIN:	SUPERVISORS

Chair of the Board

ATTEST:

Clerk of the Board

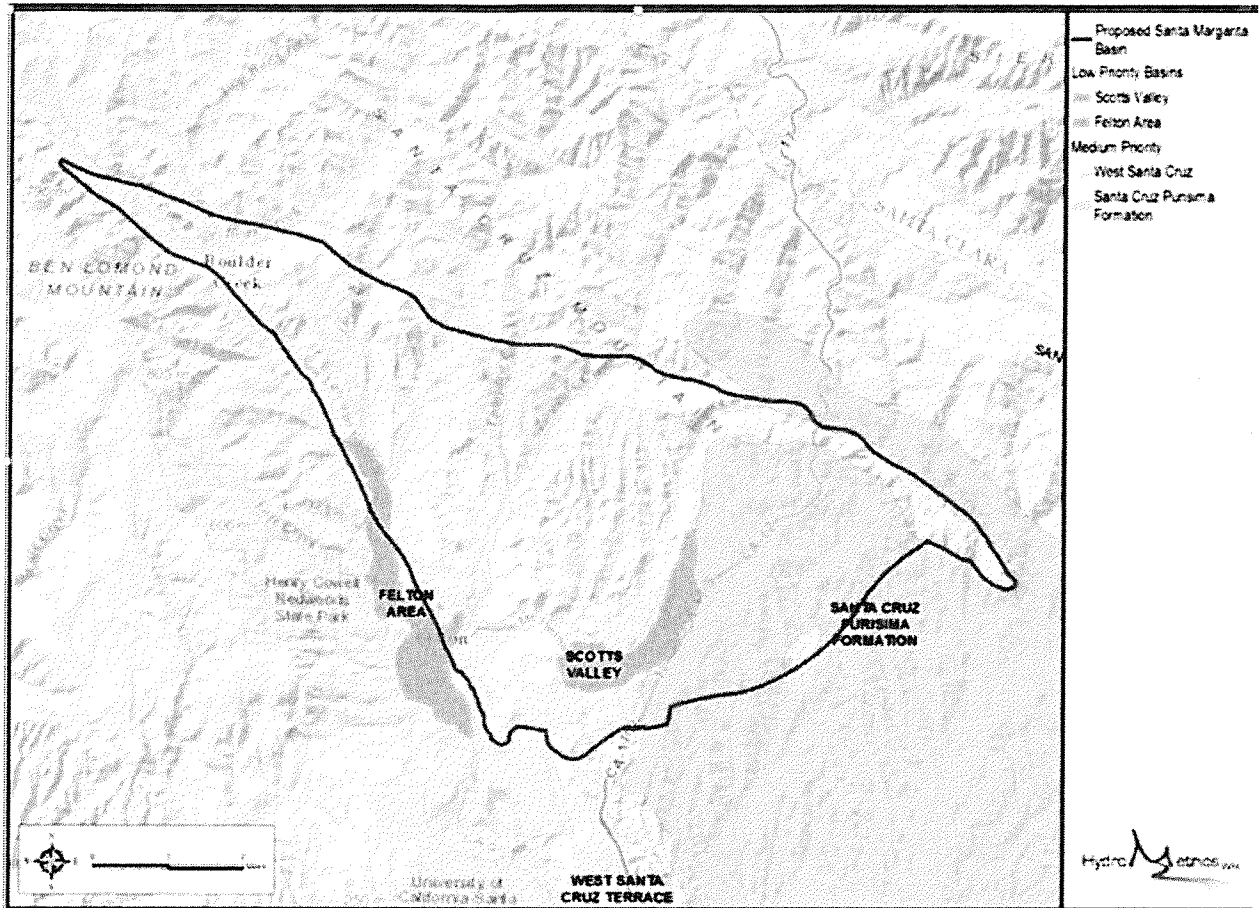
APPROVED AS TO FORM:

J. Miller
County Counsel

38

10

Proposed Boundaries of Santa Margarita Groundwater Basin



JOINT EXERCISE OF POWERS AGREEMENT

by and among

CENTRAL WATER DISTRICT

CITY OF SANTA CRUZ

COUNTY OF SANTA CRUZ

and

SOQUEL CREEK WATER DISTRICT

creating the

SANTA CRUZ MI-COUNTY GROUNDWATER AGENCY

[MONTH] [DAY], 2016

TABLE OF CONTENTS

12

	Page
ARTICLE 1 DEFINITIONS.....	2
1.1 “ Act”	2
1.2 “Agreement”	2
1.3 “Auditor”.....	2
1.4 “Agency”.....	2
1.5 “Basin”	2
1.6 “Board of Directors” or “Board”	2
1.7 “Bylaws”	2
1.8 “Director” and “Alternate Director”	3
1.9 “DWR”	3
1.10 “Executive Director”.....	3
1.11 “GSA”	3
1.12 “GSP”	3
1.13 “Member”	3
1.14 “Officer(s)”	3
1.15 “SGMA”	3
1.16 “State”	3
ARTICLE 2 CREATION OF THE AGENCY.....	3
2.1 Creation of a Joint Powers Authority.....	3
2.2 Purpose of the Agency	3
ARTICLE 3 TERM	4
ARTICLE 4 POWERS	4
ARTICLE 5 MEMBERSHIP.....	6
5.1 Members	6
5.2 New Members.....	6
ARTICLE 6 BOARD OF DIRECTORS AND OFFICERS.....	6
6.1 Formation of the Board of Directors.....	6
6.2 Duties of the Board of Directors.....	6
6.3 Appointment of Directors	7
6.4 Alternate Directors.....	7

TABLE OF CONTENTS
(continued)

	Page
6.5 Requirements	7
6.6 Vacancies	7
ARTICLE 7 OFFICERS	8
7.1 Officers	8
7.2 Appointment of Officers	8
7.3 Principal Office	8
ARTICLE 8 DIRECTOR MEETINGS	8
8.1 Initial Meeting	8
8.2 Time and Place	8
8.3 Special Meetings	8
8.4 Conduct	8
8.5 Local Conflict of Interest Code	8
ARTICLE 9 MEMBER VOTING	9
9.1 Quorum	9
9.2 Director Votes	9
9.3 Affirmative Decisions of the Board of Directors	9
ARTICLE 10 EXECUTIVE DIRECTOR AND STAFF	9
10.1 Appointment	9
10.2 Duties	9
10.3 Term and Termination	9
10.4 Staff and Services	9
ARTICLE 11 BYLAWS	10
ARTICLE 12 GSP DEVELOPMENT COMMITTEE	10
ARTICLE 13 ADVISORY COMMITTEES	10
13.1 Additional Advisory Committees	10
ARTICLE 14 OPERATION OF COMMITTEES	10
ARTICLE 15 ACCOUNTING PRACTICES	10
15.1 General	10
15.2 Fiscal Year	11
15.3 Appointment of Treasurer and Auditor; Duties	11

TABLE OF CONTENTS
(continued)

	Page
ARTICLE 16 BUDGET AND EXPENSES	11
16.1 Budget	11
16.2 Agency Funding and Contributions	11
16.3 Return of Contributions	11
16.4 Issuance of Indebtedness.....	11
ARTICLE 17 LIABILITIES.....	12
17.1 Liability.....	12
17.2 Indemnity	12
ARTICLE 18 WITHDRAWAL OF MEMBERS.....	12
18.1 Unilateral Withdrawal.....	12
18.2 Rescission or Termination of Agency.....	12
18.3 Effect of Withdrawal or Termination	12
18.4 Return of Contribution.....	13
ARTICLE 19 MISCELLANEOUS PROVISIONS.....	13
19.1 No Predetermination or Irretrievable Commitment of Resources	13
19.2 Notices	13
19.3 Amendments to Agreement	13
19.4 Agreement Complete	13
19.5 Severability	13
19.6 Withdrawal by Operation of Law	13
19.7 Assignment	13
19.8 Binding on Successors	14
19.9 Dispute Resolution.....	14
19.10 Counterparts.....	14
19.11 Singular Includes Plural.....	14
19.12 Member Authorization.....	14

15

JOINT EXERCISE OF POWERS AGREEMENT OF THE SANTA CRUZ MID-COUNTY GROUNDWATER AGENCY

This **Joint Exercise of Powers Agreement** (“**Agreement**”) is made and entered into as of [MONTH] [DAY], [YEAR] (“**Effective Date**”), by and among the Central Water District, the City of Santa Cruz, the County of Santa Cruz, and the Soquel Creek Water District, sometimes referred to herein individually as a “**Member**” and collectively as the “**Members**” for purposes of forming the Soquel-Aptos Groundwater Agency (“**Agency**”) and setting forth the terms pursuant to which the Agency shall operate. Capitalized defined terms used herein shall have the meanings given to them in Article 1 of this Agreement.

RECITALS

A. Each of the Members is a local agency, as defined by the Sustainable Groundwater Management Act of 2014 (“**SGMA**”), duly organized and existing under and by virtue of the laws of the State of California, and each Member can exercise powers related to groundwater management.

B. SGMA requires designation of a groundwater sustainability agency (“**GSA**”) by June 30, 2017, for groundwater basins designated by the California Department of Water Resources (“**DWR**”) as medium- and high-priority basins.

C. SGMA requires adoption of a groundwater sustainability plan (“**GSP**”) by January 31, 2020, for all medium- and high-priority basins identified as being subject to critical conditions of overdraft.

D. Each of the Members either extracts groundwater from or regulates land use activities overlying a common groundwater basin located within the mid-county coastal region of the County of Santa Cruz. This Basin includes all or part of four basins identified in DWR’s Bulletin Number 118, including the following basins (designated by the name of the basin and number assigned to it in DWR-Bulletin No. 118): Soquel Valley (3-1), West Santa Cruz Terrace (3-26), Santa Cruz Purisima Formation (3-21), and Pajaro Valley Basin (3-2). Through the Agency, the Members intend to request modification of the Bulletin-118 boundaries as allowed by Title 23 of the California Code of Regulations to create a new consolidated basin called the “Santa Cruz Mid-County Groundwater Basin” with 3-1 as the number for the consolidated basin under DWR Bulletin No. 118 (hereafter “**Basin**”).

E. The Members intend for the Agency to develop a GSP and manage the Basin pursuant to SGMA.

F. Under SGMA, a combination of local agencies may form a GSA through a joint powers agreement.

G. The Members have determined that the sustainable management of the Basin pursuant to SGMA may best be achieved through the cooperation of the Members operating through a joint powers agency.

H. The Joint Exercise of Powers Act of 2000 (“Act”) authorizes the Members to create a joint powers authority, to jointly exercise any power common to the Members, and to exercise additional powers granted under the Act.

I. The Act, including the Marks-Roos Local Bond Pooling Act of 1985 (Government Code sections 6584, *et seq.*), authorizes an entity created pursuant to the Act to issue bonds, and under certain circumstances, to purchase bonds issued by, or to make loans to, the Members for financing public capital improvements, working capital, liability and other insurance needs or projects whenever doing so results in significant public benefits, as determined by the Members. The Act further authorizes and empowers a joint powers authority to sell bonds so issued or purchased to public or private purchasers at public or negotiated sales.

J. Based on the foregoing legal authority, the Members desire to create a joint powers authority for the purpose of taking all actions deemed necessary by the joint powers authority to ensure sustainable management of the Basin as required by SGMA.

K. The governing board of each Member has determined it to be in the Member’s best interest and in the public interest that this Agreement be executed.

TERMS OF AGREEMENT

In consideration of the mutual promises and covenants herein contained, the Members agree as follows:

ARTICLE 1 DEFINITIONS

The following terms have the following meanings for purposes of this Agreement:

1.1 “Act” means the Joint Exercise of Powers Act, set forth in Chapter 5 of Division 7 of Title 1 of the Government Code, sections 6500, *et seq.*, including all laws supplemental thereto.

1.2 “Agreement” has the meaning assigned thereto in the Preamble.

1.3 “Auditor” means the auditor of the financial affairs of the Agency appointed by the Board of Directors pursuant to Section 15.3 of this Agreement.

1.4 “Agency” has the meaning assigned thereto in the Preamble.

1.5 “Basin” has the meaning assigned thereto in Recital D.

1.6 “Board of Directors” or “Board” means the governing body of the Agency as established by Article 6 of this Agreement.

1.7 “Bylaws” means the bylaws, if any, adopted by the Board of Directors pursuant to Article 11 of this Agreement to govern the day-to-day operations of the Agency.

1.8 “Director” and “Alternate Director” mean a director or alternate director appointed by a Member pursuant to Sections 6.3 and 6.4 of this Agreement.

1.9 “DWR” has the meaning assigned thereto in Recital B.

1.10 “Executive Director” means the chief administrative officer of the Agency to be appointed by the Board of Directors pursuant to Article 10 of this Agreement.

1.11 “GSA” has the meaning assigned thereto in Recital B.

1.12 “GSP” has the meaning assigned thereto in Recital C.

1.13 “Member” means each party to this Agreement that satisfies the requirements of Section 5.1 of this Agreement, including any new members as may be authorized by the Board, pursuant to Section 5.2 of this Agreement.

1.14 “Officer(s)” means the Chair, Vice Chair, Secretary, or Treasurer of the Agency to be appointed by the Board of Directors pursuant to Section 7.1 of this Agreement.

1.15 “SGMA” has the meaning assigned thereto in Recital A.

1.16 “State” means the State of California.

ARTICLE 2 CREATION OF THE AGENCY

2.1 Creation of a Joint Powers Authority. There is hereby created pursuant to the Act a joint powers authority, which will be a public entity separate from the Members to this Agreement, and shall be known as the Soquel-Aptos Groundwater Agency (“Agency”). Within 30 days after the Effective Date of this Agreement and after any amendment, the Agency shall cause a notice of this Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code section 6503.5. Within 10 days after the Effective Date of this Agreement, the Agency shall cause a statement of the information concerning the Agency, required by Government Code section 53051, to be filed with the office of the California Secretary of State and with the County Clerk for the County of Santa Cruz, setting forth the facts required to be stated pursuant to Government Code section 53051(a).

2.2 Purpose of the Agency. Each Member to this Agreement has in common the power to study, plan, develop, finance, acquire, construct, maintain, repair, manage, operate, control, and govern the water supply and water management within the Basin, either alone or in cooperation with other public or private non-member entities, and each is a local agency eligible to serve as a GSA within the Basin, either alone or jointly through a joint powers agreement as provided for by SGMA. The purpose of this Agency is to serve as the GSA for the Basin and to develop, adopt, and implement the GSP for the Basin pursuant to SGMA and other applicable provisions of law.

ARTICLE 3 TERM

This Agreement shall become effective upon execution by each of the Members and shall remain in effect until terminated pursuant to the provisions of Article 18 (Withdrawal of Members) of this Agreement.

ARTICLE 4 POWERS

The Agency shall possess the power in its own name to exercise any and all common powers of its Members reasonably related to the purposes of the Agency, including but not limited to the following powers, together with such other powers as are expressly set forth in the Act and in SGMA. For purposes of Government Code section 6509, the powers of the Agency shall be exercised subject to the restrictions upon the manner of exercising such powers as are imposed on the County of Santa Cruz, and in the event of the withdrawal of the County of Santa Cruz as a Member under this Agreement, then the manner of exercising the Agency's powers shall be those restrictions imposed on the City of Santa Cruz.

- 4.1 To exercise all powers afforded to a GSA pursuant to and as permitted by SGMA;
- 4.2 To develop, adopt and implement the GSP pursuant to SGMA.
- 4.3 To adopt rules, regulations, policies, bylaws and procedures governing the operation of the Agency and adoption and implementation of the GSP.
- 4.4 To obtain rights, permits and other authorizations for or pertaining to implementation of the GSP.
- 4.5 To perform other ancillary tasks relating to the operation of the Agency pursuant to SGMA, including without limitation, environmental review, engineering, and design.
- 4.6 To make and enter into all contracts necessary to the full exercise of the Agency's power.
- 4.7 To employ, designate or otherwise contract for the services of agents, officers, employees, attorneys, engineers, planners, financial consultants, technical specialists, advisors, and independent contractors.
- 4.8 To exercise jointly the common powers of the Members, as directed by the Board, in developing and implementing a GSP for the Basin.
- 4.9 To investigate legislation and proposed legislation affecting the Basin and to make appearances regarding such matters.
- 4.10 To cooperate and to act in conjunction and contract with the United States, the State of California or any agency thereof, counties, municipalities, public and private corporations of any kind (including without limitation, investor-owned utilities), and individuals,

19

or any of them, for any and all purposes necessary or convenient for the full exercise of the powers of the Agency.

4.11 To incur debts, liabilities or obligations, to issue bonds, notes, certificates of participation, guarantees, equipment leases, reimbursement obligations and other indebtedness, and, to the extent provided for in a duly adopted Agency to impose assessments groundwater extraction fees or other charges, and other means of financing the Agency authorized by as provided in Chapter 8 of SGMA commencing at Section 10730 of the Water Code.

4.12 To collect and monitor data on the extraction of groundwater from, and the quality of groundwater in, the Basin.

4.13 To establish and administer a conjunctive use program for the purposes of maintaining sustainable yields in the Basin consistent with the requirements of SGMA.

4.14 To exchange and distribute water.

4.15 To regulate groundwater extractions as permitted by SGMA.

4.16 To impose groundwater extraction fees as permitted by SGMA.

4.17 To spread, sink and inject water into the Basin.

4.18 To store, transport, recapture, recycle, purify, treat or otherwise manage and control water for beneficial use.

4.19 To apply for, accept and receive licenses, permits, water rights, approvals, agreements, grants, loans, contributions, donations or other aid from any agency of the United States, the State of California, or other public agencies or private persons or entities necessary for the Agency's purposes.

4.20 To develop and facilitate market-based solutions for the use and management of water rights.

4.21 To acquire property and other assets by grant, lease, purchase, bequest, devise, gift or eminent domain, and to hold, enjoy, lease or sell, or otherwise dispose of, property, including real property, water rights, and personal property, necessary for the full exercise of the Agency's powers.

4.22 To sue and be sued in its own name.

4.23 To provide for the prosecution of, defense of, or other participation in actions or proceedings at law or in public hearings in which the Members, pursuant to this Agreement, may have an interest and may employ counsel and other expert assistance for these purposes.

4.24 To exercise the common powers of its Members to develop, collect, provide, and disseminate information that furthers the purposes of the Agency, including but not limited to the

20

operation of the Agency and adoption and implementation of the GSP to the Members, legislative, administrative, and judicial bodies, as well the public generally.

4.25 To accumulate operating and reserve funds for the purposes herein stated.

4.26 To invest money that is not required for the immediate necessities of the Agency, as the Agency determines is advisable, in the same manner and upon the same conditions as Members, pursuant to Government Code section 53601, as it now exists or may hereafter be amended.

4.27 To undertake any investigations, studies, and matters of general administration.

4.28 To perform all other acts necessary or proper to carry out fully the purposes of this Agreement.

ARTICLE 5 MEMBERSHIP

5.1 Members. The Members of the Agency shall be the Central Water District, the City of Santa Cruz, the County of Santa Cruz, and the Soquel Creek Water District, as long as they have not, pursuant to the provisions hereof, withdrawn from this Agreement.

5.2 New Members. Any public agency (as defined by the Act) that is not a Member on the Effective Date of this Agreement may become a Member upon: (a) the approval of the Board of Directors by a supermajority of at least seventy-five (75%) of the votes held among all Directors as specified in Article 9 (Member Voting); (b) payment of a pro rata share of all previously incurred costs that the Board of Directors determines have resulted in benefit to the public agency, and are appropriate for assessment on the public agency; and (c) execution of a written agreement subjecting the public agency to the terms and conditions of this Agreement.

ARTICLE 6 BOARD OF DIRECTORS AND OFFICERS

6.1 Formation of the Board of Directors. The Agency shall be governed by a Board of Directors ("**Board**"). The Board shall consist of eleven (11) Directors consisting of the following representatives who shall be appointed in the manner set forth in Section 6.3:

6.1.1 Two representatives appointed by the governing board of each of the following public agency Members: the Central Water District, the City of Santa Cruz, the County of Santa Cruz, and the Soquel Creek Water District.

6.1.2 Three representatives of private well owners within the boundaries of the Agency.

6.2 Duties of the Board of Directors. The business and affairs of the Agency, and all of its powers, including without limitation all powers set forth in Article 4 (Powers), are reserved to and shall be exercised by and through the Board of Directors, except as may be expressly

delegated to the Executive Director or others pursuant to this Agreement, Bylaws, or by specific action of the Board of Directors.

6.3 Appointment of Directors. The Directors shall be appointed as follows:

6.3.1 The two representatives from the Central Water District shall be appointed by the Central Water District Board of Directors.

6.3.2 The two representatives from the City of Santa Cruz shall be appointed by the City of Santa Cruz City Council.

6.3.3 The two representatives from the County of Santa Cruz shall be appointed by the County of Santa Cruz Board of Supervisors.

6.3.4 The two representatives from the Soquel Creek Water District shall be appointed by the Soquel Creek Water District Board of Directors.

6.3.5 The three representatives of private well owners shall be appointed by majority vote of the eight public agency Directors. The procedures for nominating the private well owners shall be set forth in the Bylaws.

6.4 Alternate Directors. Each Member may have one Alternate to act as a substitute Director for either of the Member's Directors. One Alternate shall also be appointed to act as a substitute Director for any of the three Directors representing private well owners. All Alternates shall be appointed in the same manner as set forth in Section 6.3. Alternate Directors shall have no vote, and shall not participate in any discussions or deliberations of the Board unless appearing as a substitute for a Director due to absence or conflict of interest. If the Director is not present, or if the Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Board, the Alternate Director appointed to act in his/her place shall assume all rights of the Director, and shall have the authority to act in his/her absence, including casting votes on matters before the Board. Each Alternate Director shall be appointed prior to the third meeting of the Board. Alternates are strongly encouraged to attend all Board meetings and stay informed on current issues before the Board.

6.5 Requirements. Each Member's Directors and Alternate Director shall be appointed by resolution of that Member's governing body to serve for a term of four years except, for the purpose of establishing staggered terms, one of the initially-appointed Directors of each Member shall, as designated by the Member, serve an initial term of two years. A Member's Director or Alternate Director may be removed during his or her term or reappointed for multiple terms at the pleasure of the Member that appointed him or her. A Director representing private well owners may be removed or reappointed in the same manner as he or she was appointed as set forth in Section 6.3. No individual Director may be removed in any other manner, including by the affirmative vote of the other Directors.

6.6 Vacancies. A vacancy on the Board of Directors shall occur when a Director resigns or at the end of the Director's term as set forth in Section 6.5. For Member Directors, a vacancy shall also occur when he or she is removed by his or her appointing Member. For Directors representing private well owners, a vacancy shall also occur when the Director is

removed as set forth in Section 6.5. Upon the vacancy of a Director, the Alternate Director shall serve as Director until a new Director is appointed as set forth in Section 6.3 unless the Alternate is already serving as a substitute Director in the event of a prior vacancy, in which case, the seat shall remain vacant until a replacement Director is appointed as set forth in Section 6.3. Members shall submit any changes in Director or Alternate Director positions to the Executive Director in writing and signed by an authorized representative of the Member.

ARTICLE 7 OFFICERS

7.1 Officers. Officers of the Agency shall be a Chair, Vice Chair, Secretary, and Treasurer. The Treasurer shall be appointed consistent with the provisions of Section 15.3. The Vice Chair, or in the Vice Chair's absence, the Secretary, shall exercise all powers of the Chair in the Chair's absence or inability to act.

7.2 Appointment of Officers. Officers shall be elected annually by, and serve at the pleasure of, the Board of Directors. Officers shall be elected at the first Board meeting, and thereafter at the first Board meeting following January 1st of each year. An Officer may serve for multiple consecutive terms, with no term limit. Any Officer may resign at any time upon written notice to the Board, and may be removed and replaced by a simple majority vote of the Board.

7.3 Principal Office. The principal office of the Agency shall be established by the Board of Directors, and may thereafter be changed by a simple majority vote of the Board.

ARTICLE 8 DIRECTOR MEETINGS

8.1 Initial Meeting. The initial meeting of the Board of Directors shall be held in the County of Santa Cruz, California, within thirty (30) days of the Effective Date of this Agreement.

8.2 Time and Place. The Board of Directors shall meet at least quarterly, at a date, time and place set by the Board within the jurisdictional boundaries of one or more of the Members, and at such other times as may be determined by the Board.

8.3 Special Meetings. Special meetings of the Board of Directors may be called by the Chair or by a simple majority of Directors, in accordance with the provisions of Government Code section 54956.

8.4 Conduct. All meetings of the Board of Directors, including special meetings, shall be noticed, held, and conducted in accordance with the Ralph M. Brown Act (Government Code sections 54950, *et seq.*). The Board may use teleconferencing in connection with any meeting in conformance with and to the extent authorized by applicable law.

8.5 Local Conflict of Interest Code. The Board of Directors shall adopt a local conflict of interest code pursuant to the provisions of the Political Reform Act of 1974 (Government Code sections 81000, *et seq.*)

ARTICLE 9 MEMBER VOTING

9.1 Quorum. A quorum of any meeting of the Board of Directors shall consist of an absolute majority of Directors plus one Director. In the absence of a quorum, any meeting of the Directors may be adjourned by a vote of the simple majority of Directors present, but no other business may be transacted. For purposes of this Article, a Director shall be deemed present if the Director appears at the meeting in person or participates telephonically, provided that the telephone appearance is consistent with the requirements of the Ralph M. Brown Act.

9.2 Director Votes. Voting by the Board of Directors shall be made on the basis of one vote for each Director. A Director, or an Alternate Director when acting in the absence of his or her Director, may vote on all matters of Agency business unless disqualified because of a conflict of interest pursuant to California law or the local conflict of interest code adopted by the Board of Directors.

9.3 Affirmative Decisions of the Board of Directors. Except as otherwise specified in this Agreement, all affirmative decisions of the Board of Directors shall require the affirmative vote of a simple majority of all appointed Directors participating in voting on a matter of Agency business, provided that if a Director is disqualified from voting on a matter before the Board because of a conflict of interest, that Director shall be excluded from the calculation of the total number of Directors that constitute a majority. Notwithstanding the foregoing, a unanimous vote of all Member Directors participating in voting shall be required to approve any of the following: (i) any capital expenditure that is estimated to cost \$100,000 or more; (ii) the annual budget; (iii) the GSP for the Basin or any amendment thereto; or (iv) any stipulation to resolve litigation concerning groundwater rights within or groundwater management for the Basin.

ARTICLE 10 EXECUTIVE DIRECTOR AND STAFF

10.1 Appointment. The Board of Directors may appoint an Executive Director, who may be, though need not be, an officer, employee, or representative of one of the Members. The Executive Director's compensation, if any, shall be determined by the Board of Directors.

10.2 Duties. If appointed, the Executive Director shall serve as the chief administrative officer of the Agency, shall serve at the pleasure of the Board of Directors, and shall be responsible to the Board for the proper and efficient administration of the Agency. The Executive Director shall have the powers designated by the Board, or otherwise as set forth in the Bylaws.

10.3 Term and Termination. The Executive Director shall serve until he/she resigns or the Board of Directors terminates his/her appointment.

10.4 Staff and Services. The Executive Director may employ such additional full-time and/or part-time employees, assistants and independent contractors who may be necessary from time to time to accomplish the purposes of the Agency, subject to the approval of the Board of Directors. The Agency may contract with a Member or other public agency or private entity for various services, including without limitation those related to the Agency's finances, purchasing,

24

risk management, information technology, and human resources. A written agreement shall be entered between the Agency and the Member or other public agency or private entity contracting to provide such service, and that agreement shall specify the terms on which such services shall be provided, including without limitation the compensation, if any, that shall be made for the provision of such services.

ARTICLE 11 BYLAWS

The Board of Directors shall cause to be drafted, approve, and amend Bylaws of the Agency to govern the day-to-day operations of the Agency. The Bylaws shall be adopted at or before the first anniversary of the Board's first meeting.

ARTICLE 12 GSP DEVELOPMENT COMMITTEE

The Board of Directors shall form a GSP Development Committee to develop the GSP. The GSP Development Committee shall be comprised of one representative from each Member and three (3) members of the public. Member representatives shall be appointed by the public agency Member. Members of the public shall be appointed through a process developed by the Board as specified in the Bylaws. The Board shall specify one Director to serve as Chair of the GSP Development Committee. The GSP Development Committee shall be formed at the second meeting of the Board and shall be disbanded upon adoption of the GSP, unless the Board decides otherwise. The GSP Development Committee shall be subject to the requirements of conduct as set forth in Section 8.4.

ARTICLE 13 ADVISORY COMMITTEES

13.1 Additional Advisory Committees. The Board of Directors may from time to time appoint one or more advisory committees or establish standing or ad hoc committees to assist in carrying out the purposes and objectives of the Agency. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them.

ARTICLE 14 OPERATION OF COMMITTEES

Each committee shall include a Director as the chair thereof. Other members of each committee may be constituted by such individuals approved by the Board of Directors for participation on the committee. However, no committee or participant on such committee shall have any authority to act on behalf of the Agency

ARTICLE 15 ACCOUNTING PRACTICES

15.1 General. The Board of Directors shall establish and maintain such funds and accounts as may be required by generally accepted public agency accounting practices. The Agency shall maintain strict accountability of all funds and a report of all receipts and disbursements of the Agency.

25

15.2 Fiscal Year. Unless the Board of Directors decides otherwise, the fiscal year for the Agency shall run concurrent with the calendar year.

15.3 Appointment of Treasurer and Auditor; Duties. The Treasurer and Auditor shall be appointed in the manner, and shall perform such duties and responsibilities, specified in Sections 6505.5 and 6505.6 of the Act.

ARTICLE 16 BUDGET AND EXPENSES

16.1 Budget. Within [NUMBER OF DAYS] after the first meeting of the Board of Directors, and thereafter prior to the commencement of each fiscal year, the Board shall adopt a budget for the Agency for the ensuing fiscal year in [MONTH]. In the event that a budget is not so approved, the prior year's budget shall be deemed approved for the ensuing fiscal year, and any groundwater extraction fee or assessment(s) of contributions of Members, or both, approved by the Board during the prior fiscal year shall again be assessed in the same amount and terms for the ensuing fiscal year.

16.2 Agency Funding and Contributions. For the purpose of funding the expenses and ongoing operations of the Agency, the Board of Directors shall maintain a funding account in connection with the annual budget process. The Board of Directors may fund the Agency and the GSP as provided in Chapter 8 of SGMA, commencing with Section 10730 of the Water Code, and may also issue assessments for contributions by the Members in the amount and frequency determined necessary by the Board. Such Member contributions shall be paid by each Member to the Agency within 30 days of assessment by the Board.

16.3 Return of Contributions. In accordance with Government Code section 6512.1, repayment or return to the Members of all or any part of any contributions made by Members and any revenues by the Agency may be directed by the Board of Directors at such time and upon such terms as the Board of Directors may decide; provided that (1) any distributions shall be made in proportion to the contributions paid by each Member to the Agency, and (2) any capital contribution paid by a Member voluntarily, and without obligation to make such capital contribution pursuant to Section 16.2, shall be returned to the contributing Member, together with accrued interests at the annual rate published as the yield of the Local Agency Investment Fund administered by the California State Treasurer, before any other return of contributions to the Members is made. The Agency shall hold title to all funds and property acquired by the Agency during the term of this Agreement.

16.4 Issuance of Indebtedness. The Agency may issue bonds, notes or other forms of indebtedness, as permitted under Section 4.11, provided such issuance be approved at a meeting of the Board of Directors by unanimous vote of the Member Directors as specified in Article 9 (Member Voting).

26

ARTICLE 17 LIABILITIES

17.1 Liability. In accordance with Government Code section 6507, the debt, liabilities and obligations of the Agency shall be the debts, liabilities and obligations of the Agency alone, and not the Members.

17.2 Indemnity. Funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, each Member, each Director, and any officers, agents and employees of the Agency for their actions taken within the course and scope of their duties while acting on behalf of the Agency. Other than for gross negligence or intentional acts, to the fullest extent permitted by law, the Agency agrees to save, indemnify, defend and hold harmless each Member from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees, where the same arise out of, or are in any way attributable, in whole or in part, to negligent acts or omissions of the Agency or its employees, officers or agents or the employees, officers or agents of any Member, while acting within the course and scope of a Member relationship with the Agency.

ARTICLE 18 WITHDRAWAL OF MEMBERS

18.1 Unilateral Withdrawal. Subject to the Dispute Resolution provisions set forth in Section 17.9, a Member may unilaterally withdraw from this Agreement without causing or requiring termination of this Agreement, effective upon 30 days written notice to the Executive Director.

18.2 Rescission or Termination of Agency. This Agreement may be rescinded and the Agency terminated by unanimous written consent of all Members, except during the outstanding term of any Agency indebtedness.

18.3 Effect of Withdrawal or Termination. Upon termination of this Agreement or unilateral withdrawal, a Member shall remain obligated to pay its share of all debts, liabilities and obligations of the Agency required of the Member pursuant to terms of this Agreement, and that were incurred or accrued prior to the effective date of such termination or withdrawal, including without limitation those debts, liabilities and obligations pursuant to Sections 4.11 and 16.4. Any Member who withdraws from the Agency shall have no right to participate in the business and affairs of the Agency or to exercise any rights of a Member under this Agreement or the Act, but shall continue to share in distributions from the Agency on the same basis as if such Member had not withdrawn, provided that a Member that has withdrawn from the Agency shall not receive distributions in excess of the contributions made to the Agency while a Member. The right to share in distributions granted under this Section 18.3 shall be in lieu of any right the withdrawn Member may have to receive a distribution or payment of the fair value of the Member's interest in the Agency.

18.4 Return of Contribution. Upon termination of this Agreement, any surplus money on-hand shall be returned to the Members in proportion to their contributions made. The Board of Directors shall first offer any property, works, rights and interests of the Agency for sale to the Members on terms and conditions determined by the Board of Directors. If no such sale to Members is consummated, the Board of Directors shall offer the property, works, rights, and interest of the Agency for sale to any non-member for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members in proportion to their contributions made.

ARTICLE 19 MISCELLANEOUS PROVISIONS

19.1 No Predetermination or Irretrievable Commitment of Resources. Nothing herein shall constitute a determination by the Agency or any of its Members that any action shall be undertaken, or that any unconditional or irretrievable commitment of resources shall be made, until such time as the required compliance with all local, state, or federal laws, including without limitation the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, has been completed.

19.2 Notices. Notices to a Director or Member hereunder shall be sufficient if delivered to the clerk of the respective Director or Member and addressed to the Director or Member. Delivery may be accomplished by U.S. Postal Service, private mail service or electronic mail.

19.3 Amendments to Agreement. This Agreement may be amended or modified at any time only by subsequent written agreement approved and executed by all of the Members.

19.4 Agreement Complete. The foregoing constitutes the full and complete Agreement of the Members. This Agreement supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this Agreement that are not set forth in writing herein.

19.5 Severability. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable federal law or any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions hereof shall not be affected thereby, provided however, that if the remaining parts, terms, or provisions do not comply with the Act, this Agreement shall terminate.

19.6 Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by the courts to be illegal or in excess of that Member's authority or in conflict with any law, the validity of the Agreement as to the remaining Members shall not be affected thereby.

19.7 Assignment. The rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

19.8 Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members.

19.9 Dispute Resolution. In the event that any dispute arises among the Members relating to (i) this Agreement, (ii) the rights and obligations arising from this Agreement, or (iii) or a Member proposing to withdraw from membership in the Agency, the aggrieved Member or Member proposing to withdraw from membership shall provide written notice to the other Members of the controversy or proposal to withdraw from membership. Within thirty (30) days thereafter, the Members shall attempt in good faith to resolve the controversy through informal means. If the Members cannot agree upon a resolution of the controversy within thirty (30) days from the providing of written notice specified above, the dispute shall be submitted to mediation prior to commencement of any legal action or prior to withdraw of a Member proposing to withdraw from membership. The mediation shall be no less than a full day (unless agreed otherwise among the Members) and the cost of mediation shall be paid in equal proportion among the Members. The mediator shall be either voluntarily agreed to or appointed by the Superior Court upon a suit and motion for appointment of a neutral mediator. Upon completion of mediation, if the controversy has not been resolved, any Member may exercise all rights to bring a legal action relating to the controversy or withdraw from membership as otherwise authorized pursuant to this Agreement.

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

19.11 Singular Includes Plural. Whenever used in this Agreement, the singular form of any term includes the plural form and the plural form includes the singular form.

19.12 Member Authorization. The legislative bodies of the Members have each authorized execution of this Agreement, as evidenced by their respective signatures below.

IN WITNESS WHEREOF, the Members hereto have executed this Agreement by authorized officials thereof.

CENTRAL WATER DISTRICT

APPROVED AS TO FORM:

By: _____

By: _____

Title: _____

Title: _____

Signatures continue on the following page.

29

CITY OF SANTA CRUZ

APPROVED AS TO FORM:

By: _____

By: _____

Title: _____

Title: _____

COUNTY OF SANTA CRUZ

APPROVED AS TO FORM:

By: _____

By: _____

Title: _____

Title: _____

SOQUEL CREEK WATER DISTRICT

APPROVED AS TO FORM:

By: _____

By: _____

Title: _____

Title: _____

Alicia Murillo

From: cdbbosmail@co.santa-cruz.ca.us
Sent: Saturday, January 09, 2016 11:00 PM
To: CBD BOSMAIL
Subject: Agenda Comments

Meeting Date : 1/12/2016

Meeting Type : County Board of Supervisors

Item Number : 38.00

Name : Becky Steinbruner

Email : ki6tkb@yahoo.com

Address : 3441 Redwood Drive
Aptos, Ca 95003

Phone : Not Supplied

Comments :

As I recently told your Board during a public comment, the proposed Basin Boundary modifications were NOT discussed nor disclosed at the December 10, 2015 Soquel/Aptos Groundwater Management Stakeholder meeting at the Live Oak Grange. I do not find it anywhere on the organization's website. The meeting was video recorded and was to be made available on the Soquel Creek Water District website, but it is not there.

PLEASE DO NOT APPROVE THE BASIN BOUNDARY MODIFICATIONS. The issue has NOT been publicly discussed and information is NOT available to the public on appropriate websites. This is not transparent government legislation.

Please advise me in writing where I might find the document to help me understand the proposed Mid-County Basin Boundary Modifications.

Thank you.
Sincerely,
Becky Steinbruner

January 9, 2016

Mr. John Leopold

First District Supervisor

Board of Supervisors

County of Santa Cruz

701 Ocean St

Santa Cruz, CA 95060

Dear Mr. Leopold:

As one of your constituents and on behalf of the Purisima Mutual Water Company, I request you do all in your power to reject adoption of the two resolutions on endorsing the boundary modification for the Mid-County (Soquel-Aptos) and Santa Margarita (Scotts Valley) groundwater basins.

In a letter to Mr. John Ricker, Water Resources Division Director, on December 27th, our small water company expressed our rejection of the proposed northern

boundary change of the Santa Cruz Purisima Formation Basin and the eastern boundary change of the Scotts Valley Basin. We provided supporting documentation. The proposed boundary change, in our opinion, is not scientifically justified and would produce a management nightmare. A copy of the Ricker letter, including the rationale for our objection, is attached.

Thank you for your assistance,

Tom Sak

Treasurer, Purisima Mutual Water Co, Inc

575 Rider Ridge Rd

Santa Cruz, CA 95065

831.457.0120

Attachment: Letter to John Ricker, December 27, 2015

Copy: Mr. Greg Caput, Mr. Ryan Coonerty, Mr. Zach Friend, Mr. Bruce McPherson



Purissima Mutual Water Company
Rider Ridge Road, Santa Cruz, CA

December 27, 2015

Mr. John Ricker
Water Resources Division Director
County of Santa Cruz
701 Ocean St
Santa Cruz, CA 95060

via Email (sierra.ryan@santacruzcounty.us)

Dear Mr. Ricker:

In response to your e-mail of December 14, 2015, the Purissima Mutual Water Company reviewed the information made available to us for consideration and comment regarding the proposed modification of the water basin boundary in which we are located. Our understanding, based on your e-mail and the Sustainable Groundwater Management Act of 2014 (SGMA), is that local agencies are invited by the California Department of Water Resources (DWR) to request modifications of the DWR boundaries "to better reflect current geologic understanding and local approach to management." We, therefore, respond to, and reject the proposed northern boundary change of the Santa Cruz Purissima Formation Basin and the eastern boundary change of the Scotts Valley Basin.

Based upon our scientific review of both the Santa Cruz Mid-County Groundwater Basin Boundary Revision Request ("Mid-County report") (11/25/2015) and the Santa Margarita Groundwater Basin Boundary Revision Request ("Scotts Valley report") (December 2015), we found the geologic rationale for the boundary revision to be weak and lacking robust scientific evaluation. Although we found that an extensive amount of useful information was included in the reports, specific information such as data sample points, geologic attitudes (strike and dip), well locations, and proper explanations of figures were severely lacking, making comprehensive analyses of the cases for boundary adjustments put forth by the proponents difficult. Basically, the reason for requesting the boundary change is of concern to us is because it does not "hold water." It essentially splits off what should logically be the Santa Cruz Purissima Formation Basin and places part of this basin into the Scotts Valley Basin, which is geologically indefensible.

Following is our case for rejecting the boundary change:

First, a natural mapped geologic boundary exists between the older Miocene Santa Margarita Formation and the most contiguous part of the Pliocene Purissima Formation. This boundary lies basically along lower Jarvis Road in Blackburn Gulch with the Purissima located to the southeast of the road and Santa Margarita to the northwest (see attached modification of Figure 3 from the Scotts Valley report).

The structural rationale for including the Purissima Formation as part of the proposed new Santa Margarita Basin, and extension of the Scotts Valley basin (see Scotts Valley report) does not make geological sense as the Scotts Valley Syncline, which forms most of the Scotts Valley basin, pre-dates the deposition of the Purissima Formation.

The Purisima Formation in the vicinity of the Purisima Mutual Water Company's well and service area dips SE off the basement high and probable anticlinorium shown in Figure 6 (cross-section) of the Scotts Valley report and not toward Scotts Valley. In the Scotts Valley report the author states that the Purisima caps the older Miocene strata in which the syncline has been mapped, indicating a distinct structural difference.

Second, if the gravity anomaly map (Figure 8 of the Scotts Valley report) were to be interpreted correctly one would see that the inclination for water transport would be toward Soquel and not toward Scotts Valley as inferred by the proponents. Gravity anomalies basically represent density and where granite basement rock is high, a higher anomaly would be shown. Where the anomaly is lower granite is deeper and buried under a thicker package of sedimentary rocks, most likely water bearing strata. Therefore, we interpret this anomaly map to indicate that water in the Purisima aquifer would flow towards the south, not toward the north.

Third, the top of granite map (Figure 11 in the Scotts Valley report) also shows that the surface of the granite dips toward Soquel (south) at the location of the Purisima Mutual Water Company's water well (not accurately located on any figures in the reports), although we suspect that the resolution of these contours is poor because of the lack of subsurface data points. Nevertheless, the Purisima Mutual Water Company's well is located in south dipping (~5° SW) Purisima Formation sandstone and there is no indication that subsurface water flow in the vicinity of the well flows towards the Scotts Valley Basin.

Fourth, the present Scotts Valley Basin boundary as shown in Figure 1 of the Mid-County report is the logical geological boundary between the Santa Margarita and Santa Cruz Purisima Formations. Shifting this boundary as proposed would not produce a "cohesive basin" as stated in the Scotts Valley report, but rather fragments the basins.

Fifth, the Soquel-Aptos Groundwater Plan Management Area shown in Figure 11 of the Mid-County report makes much more sense as a basin boundary than that proposed by Scotts Valley report. The smooth arc-like change shown for the proposed boundary adjustment makes no geological sense and leaves one wondering if the proposed shift is the result of a GIS effort with limited or no geological or hydrological input.

Sixth, the map showing recharge areas for the Mid-County basin (see Figure 5 of the Mid-County report) and topographic maps that can be used to map drainage basins indicate that both recharge and drainage in the Purisima Mutual Water Company area lie within the Santa Cruz Purisima Formation Basin. It makes no logical sense to separate drainage and recharge areas from one basin to another.

Seventh, to our knowledge the Purisima Mutual Water Company was never invited to participate in any of the Scotts Valley public meetings to discuss the potential of incorporating us into the Santa Margarita jurisdiction as is stated in the Scotts Valley report (page 34).

Finally, we believe that fragmenting a part of the Soquel-Aptos Groundwater basin and including it in the Scotts Valley basin would severely impact the management of the resources. For us in the Purisima Mutual Water Company, we envision being split between two management agencies and being pulled in two different directions in regard to our reporting and usage of the resource.

38

Mr. John Ricker

Page 3

December 27, 2015

The proposed boundary change, in our opinion, is not scientifically justified and would produce a management nightmare. We, therefore, encourage rejection of the proposed revision. In addition, there is potential difficulties in coordinating efforts between water agencies when a water resource basin, drainage divide, and recharge areas are fragmented as it would be in the proposed revision.

In conclusion, we believe that the shared boundary of the proposed Santa Cruz Mid-County Basin and the proposed Santa Margarita Basin should be revised as shown on the attached map and that the Purisima Mutual Water Company should be exclusively located in the proposed Santa Cruz Mid-County Basin.

We encourage you and your agency to seriously consider our rejection of the proposed groundwater basin boundary change. Our analysis of the two reports and the conclusions drawn were prepared by H. Gary Greene, a California State Registered Geologist (certification number 2669). Dr. Greene is prepared to provide an in-depth comprehensive critique of the reports, and of our conclusions and recommendations, if requested.

Thank you for your consideration.

Sincerely,

Handwritten signature of Karl Hiltner in black ink, consisting of a stylized 'K' followed by 'arl' and a long horizontal flourish.

Karl Hiltner

President

Attachment: Map

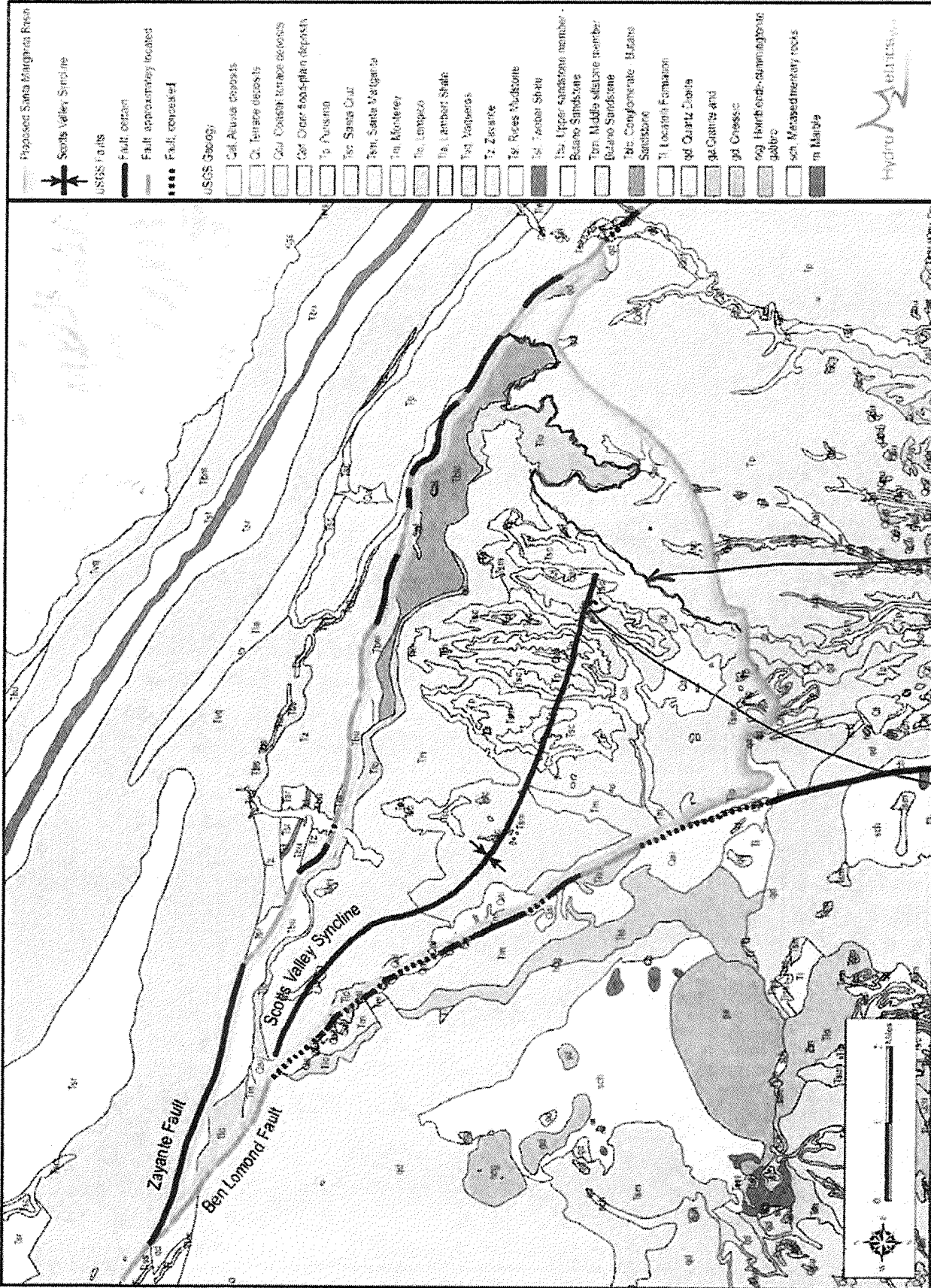


Figure 3: Santa Margarita Groundwater Basin Lateral Boundaries (geology from Brabb et al., 1997)

The scientific logical boundary

Syncline does not continue into TP

Santa Margarita Groundwater Basin Boundary Revision

38

MEMO

To: Board of Directors

From: District Manager

SUBJECT: DISCUSSION AND POSSIBLE ACTION REGARDING SUSTAINABLE
GROUNDWATER MANAGEMENT ACT - BASIN BOUNDARIES

DATE: OCTOBER 15, 2015

RECOMMENDATION

It is recommended that the Board of Directors review the attached proposal by HydroMetrics, WRI and authorize staff to work collaboratively with the Scotts Valley Water District, the County of Santa Cruz and other Santa Margarita Groundwater Basin stakeholders in complying with the 2014 Sustainable Groundwater Management Act (SGMA), including the financial participation in hiring HydroMetrics, WRI to assist in preparing and submitting to DWR a Basin Boundary Revision request on behalf of SLVWD, SVWD and the County of Santa Cruz.

BACKGROUND

In 1995, a group of local agencies established the Santa Margarita Groundwater Basin Advisory Committee and became signatories to a Memorandum of Understanding that outlined the objectives for the cooperative groundwater management of the Santa Margarita Groundwater Basin.

On September 16, 2014, Gov. Jerry Brown signed the Sustainable Groundwater Management Act of 2014 (SGMA). The SGMA provides a framework for sustainable management of groundwater supplies by local authorities. Recognizing that groundwater is most effectively managed at the local level, the SGMA empowers local agencies to achieve sustainability within 20 years. SGMA establishes minimum standards for sustainable groundwater management, improves land use and groundwater planning, provides state technical assistance, protects water rights, and creates a mechanism for state intervention if a local agency is not managing its groundwater sustainability.

North Santa Cruz County communities rely on groundwater for a major portion of their water supply. To that end, the San Lorenzo Valley Water District (SLVWD), Scotts Valley Water District (SVWD), and County of Santa Cruz (County) recognize that sustainable groundwater management is essential to ensure reliable and resilient water systems and desire to continue working collaboratively on the implementation of SGMA.

The first step in successful groundwater management is to define a groundwater basin. In 2002 the State of California Department of Water Resources (DWR) issued Bulletin 118, defining a groundwater basin as, "... a three-dimensional alluvial aquifer, or a stacked series of alluvial aquifers, with reasonably well-defined boundaries in a lateral direction

and a definable bottom.” This description does not accurately reflect the groundwater basins supporting the North Santa Cruz County communities. The disconnect between DWR definition and local groundwater sources is evident by the States designations of the Felton basin (no. 3-50) as a relatively small area of exposed alluvial deposits along the San Lorenzo River where no wells exist, and the Scotts Valley basin (no. 3-27) as a relatively small area of thin alluvial deposits in Camp Evers. These designations do not encompass the actual sandstone aquifers upon which the local communities rely.

It is important to the local communities that the State properly identifies and recognizes groundwater basin boundaries for our mutually shared aquifers.

Tonight, staff is requesting that the Board commit SLVWD to work with the other two agencies and engage other stakeholders in revising basin boundaries, the first step in the creation of a Groundwater Management Agency (GSA) and developing a Groundwater Sustainability Plan (GSP).

Staff of the three agencies met and agreed that securing services of a consultant to prepare and submit the boundary change request to DWR would be a preferred course of action. Hydrometrics WRI was identified as a good match for the task at hand considering very tight schedule, the firm’s expertise in this field and knowledge of the local groundwater issues. A proposal from Hydrometrics for preparation of a basin boundary revision request to the State is attached. Staff is agreeable that SVWD will be the lead agency for the consultant contract services with SLVWD and County proportionally reimbursing SVWD for related expenses based on the following calculation:

Agency	2012 Groundwater Production (acre-ft)	Proportional Percentage (%)	Proposal Cost (\$)
Scotts Valley Water District	1,351	53%	\$20,379
San Lorenzo Valley Water District	1,004	39%	\$14,996
County of Santa Cruz	198	8%	\$3,075

The agencies agree that no costs beyond those above will be allocated between the agencies unless all parties agree prior to the cost occurring.

STRATEGIC PLAN:

Element 7.1 Develop Strategic Partnerships with Other Agencies

FISCAL IMPACT:

\$14,996 in Capital Costs

Thursday, January 28, 2016 at 12:14:31 PM Pacific Standard Time

Subject: RE: Response to question on request combination - Basin Boundary Webinar Dec 17, 2015 -
Date: Friday, January 22, 2016 at 11:53:59 AM Pacific Standard Time
From: Cameron Tana
To: Godwin, Timothy@DWR
CC: Sean Culkin, Derrick Williams, rond@soquelcreekwater.org, John Ricker, RMenard@cityofsantacruz.com, Christine Burnett, Piret Harmon, Brian Lee, Mathis, Dane@DWR, McKenzie, Charles@DWR
Attachments: image001.jpg

Hi Tim,

Thank you for your prompt response and agreement with our approach. We will provide the reference to coordination as requested.

--

Cameron Tana, P.E.
Vice President
HydroMetrics Water Resources Inc

1814 Franklin Street, Suite 501
Oakland, CA 94612
Phone: (510) 903-0458 x302
<http://www.HydroMetricsWRI.com>

From: Godwin, Timothy@DWR [mailto:Timothy.Godwin@water.ca.gov]
Sent: Thursday, January 21, 2016 5:17 PM
To: Cameron Tana
Cc: Sean Culkin; Derrick Williams; rond@soquelcreekwater.org; John Ricker; RMenard@cityofsantacruz.com; Christine Burnett; Piret Harmon; Brian Lee (BLee@slvwd.com); Mathis, Dane@DWR; McKenzie, Charles@DWR
Subject: RE: Response to question on request combination - Basin Boundary Webinar Dec 17, 2015 -

Cameron,

Thank you for reaching out and letting us know your intention with these two modification requests. We also saw the complexity with consolidating these requests and concur that the approach you suggest is most appropriate. We would like to see some reference to the other requests and mention to the coordinated discussion of the coincident boundaries, just so the relationship between the two is clear and not handled in an isolated manner. Let me know if you would like to discuss any further.

Thank you,

Tim Godwin, P.G. 8055, C.HG. 859

Engineering Geologist

(916) 651-9223 <http://www.water.ca.gov>

California Department of Water Resources
Division of Integrated Regional Water Management
Sustainable Groundwater Management Section
901 P Street
Sacramento, CA 95814



From: Cameron Tana [<mailto:cameron@hydrometricswri.com>]
Sent: Wednesday, January 20, 2016 3:51 PM
To: Godwin, Timothy@DWR
Cc: Sean Culkin; Derrick Williams; rond@soquelcreekwater.org; John Ricker; RMenard@cityofsantacruz.com; Christine Burnett; Piret Harmon; Brian Lee (BLEe@slvwd.com)
Subject: RE: Response to question on request combination - Basin Boundary Webinar Dec 17, 2015 -

Hi Tim,

I attended the webinar with Sean Culkin and appreciate your response to our questions. They are very helpful. I do want to follow up on the following response though:

Regarding request for combined requests for modifications of adjacent basins affecting shared boundary, will two separate submissions submitted somewhat concurrently suffice?

Potentially, should multiple requests that are either coincident or in conflict to one another, the request submission will be required to be consolidated into a single modification request.

My colleagues and I have been working since before November on modification requests for Scotts Valley Water District and Soquel-Aptos Groundwater Management Committee for the proposed Santa Margarita and Santa Cruz Mid-County Basins, respectively. The two basins will share a common boundary, but it is not practical for us to submit a combined request as we prepared separate reports for each of the basins prior to learning of the online submittal system. The reason we prepared separate reports is that there is a number of aspects to the modification requests for each basin beyond the common boundary. Separate reports were necessary to present the relevant information for the modification to the requesting agencies as well as to solicit local input in each basin.

Therefore, we plan to submit relevant excerpts of the two reports in separate modification requests. However, the requesting agencies are coordinating on the common boundary, the common boundary will be consistent between the two requests, and the supporting information for the common boundary will be the same in the two requests. This will prevent duplicative and conflicting requests as needed for DWR's consideration.

Please let me know if you have any questions and we look forward to submitting the requests. Thank you.

Best, Cameron Tana

--

Cameron Tana, P.E.
Vice President
HydroMetrics Water Resources Inc

1814 Franklin Street, Suite 501
Oakland, CA 94612
Phone: (510) 903-0458 x302
<http://www.HydroMetricsWRI.com>

From: Godwin, Timothy@DWR [<mailto:Timothy.Godwin@water.ca.gov>]
Sent: Monday, December 21, 2015 5:28 PM
To: Sean Culkin <sean@hydrometricswri.com>
Subject: Response to comments - Basin Boundary Webinar Dec 17, 2015

Dear Sean,

Thank you for attending and providing comments during the webinar. I hope that you found the webinar useful and informative. We have posted the recorded webinar and power point slides on the Basin Boundary website: http://water.ca.gov/groundwater/sgm/basin_boundaries.cfm for your use and reference.

Please do not hesitate to reach out to me or your DWR regional office for additional assistance in navigating the Basin Boundary Modification request regulations, resource, and tools.

Please find response to your comments below:

- *Will Bulletin 118 in 2017 include re-prioritization of basins?*

Yes, following the approval process of the proposed basin boundary modifications the Department is required to re-prioritize the basins of the state as required by SGMA. I should note that it is anticipated that the current prioritization will likely remain the same under the new process, but all will be evaluated and adjusted as appropriate. SGMA added consideration of groundwater dependent ecosystems and depletions of surface water as criteria for consideration in the prioritization process which represents a significant change to the prioritization process. The specific revised prioritization process is currently being developed.

- *Under reprioritization, will the total pumping minimum threshold (2000 afy) to be higher than very low priority still be in place?*

Currently it is not specifically anticipated that this criteria will change under the new prioritization process. However, recognize the prioritization process is a ranking based system and will dependent upon the final basin configurations, including this metric, and the dividing criteria will be based upon the final distribution as ranked across the state.

- *Can we download GIS coverages for offline use?*

The BBATs system does not currently host GIS download capability, but does provide reference and information regarding the coverages that are available. Many coverages are draft, but useful for Local Agencies to use for evaluating their basin. However, many of the coverages are available for download on the Groundwater Information Center Interactive Map (GICIMA):

http://water.ca.gov/groundwater/MAP_APP/index.cfm

The GICIMA is another great resource which provides additional information including many of the coverages of BBATs, but also includes water level information and interpretations.

- *For an internal boundary modification, should the "potential" basins selected under #5 of initial notification include the adjacent basin affected as well?*

Yes, you can include the adjacent basins, especially those which directly share the portion of the boundary being modified.

- *Is it required to complete online submission or can a separate report that meets requirements be submitted?*

All submissions will be required to provide the information using the Basin Boundary Modification Request System (BBMRS). Many of the fields provide the ability to upload other documents. If you various components are included in a single uploaded document, you can utilize the text box to point toward appropriate specific sections.

- *Is there function to print out completed information for request submittal prior to official submittal?*

Yes, the print function consolidates the currently uploaded information into a clean report that can be printed from the application.

- *Back to initial notification, is it possible to add shapefiles for showing potential modification?*

Yes, you can upload files for the map component. Ideally the file is a pdf of the map to allow other to view the document. We didn't build the functionality of automatic map compilation in the initial notification. The initial notification is intended to provide general line work to aid in coordinated discussions at the local level.

- *How will response to public input comments work for local agencies? Shouldn't those comments be solicited during local input period prior to submittal?*

Required Local Support documentation will need to be uploaded with the request documents prior to submission for completeness review. The public Input window will open following determination of a modification request as being 'complete'.

- *Who will be informed of window to provide public input comments?*

The BBMRS will indicate the 'Complete' status indicator and email notification will be sent out bi-weekly to indicate that Public Input Periods have opened for those basins. The bi-weekly email is being sent to the broader SGM Program email list server, sign up here: <http://water.ca.gov/groundwater/sgm/subscribe.cfm>

- *Will there be a place in the submittal to include comments received by the requesting agency prior to submittal and responses by the agency?*

Much like the modification request submission, all Public Input comments will be required to be provided using the BBMRS. Comments provided by other local agencies are required and have a location within the application to be uploaded. However, should the requesting agency identify key comments that they feel are important for consideration by the department they can be included as additional information.

- *Regarding request for combined requests for modifications of adjacent basins affecting shared boundary, will two separate submissions submitted somewhat concurrently suffice?*

Potentially, should multiple requests that are either coincident or in conflict to one another, the request submission will be required to be consolidated into a single modification request.

- *Do you have a recommendation on how to handle coastline boundaries? Should that be based on jurisdiction?*

Coastline boundaries should remain as they are defined as they reflect an external boundary to the basin. External boundaries will only be modified on a scientific basis. While this may represent small fringes outside of a given local agency's jurisdictional boundary it can still be managed by the County.

Thank you,
Tim

Tim Godwin, P.G. 8055, C.H.G. 859
Engineering Geologist

(916) 651-9223 <http://www.water.ca.gov>

California Department of Water Resources
Division of Integrated Regional Water Management
Sustainable Groundwater Management Section
901 P Street
Sacramento, CA 95814



MEMO

TO: Board of Directors

FROM: District Manager

PREPARED BY: Environmental Analyst

SUBJECT: Discussion and Possible Action Regarding Setting a Date and Time for a Public Hearing and Receiving Comments on an addendum for the District's Draft 2010 Urban Water Management Plan

DATE: February 4, 2016

RECOMMENDATION:

It is recommend that the Board of Directors accept for Public Review an Addendum for the 2010 Urban Water Management Plan (2010 UWMP) and set a public hearing date of April 7, 2016 to accept public comment and consider approving the addendum for the 2010 UWMP.

BACKGROUND

In an effort to 'Go Green', the DRAFT 2010 UWMP (150+ pages) has been posted as an Acrobat PDF document to the District website (www.slvwd.com) for review. A hardcopy will gladly be provided upon request at no charge. Please email hmorrison@slvwd.com or stop by the office if you would like a hardcopy. The Addendum is attached for your convenience.

Urban Water Management Plans are prepared by California's urban water suppliers to support their long-term resource planning, and ensure adequate water supplies are available to meet existing and future water demands.

Every urban water supplier that either provides over 3,000 acre-feet of water annually, or serves more than 3,000 urban connections is required to assess the reliability of its water sources over a 20-year planning horizon, and report its progress on 20% reduction in per-capita urban water consumption by the year 2020, as required in the Water Conservation Bill of 2009 SBX7-7.

Every urban water supplier required to prepare a plan pursuant to this part shall, at least 60 days prior to the public hearing on the plan required by Section 10642, notify any city or county within which the supplier provides water supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan. The urban water supplier may consult with, and obtain comments from, any city or county that receives notice pursuant to this subdivision (10621(b)).

The plans must be prepared every 5 years and submitted to the Department of Water Resources (DWR). Approval of State Grants or Loans is often contingent on the District's compliance of submitting an UWMP.

Although five years behind schedule, the District submitted the 2010 UWMP for review by the Department of Water Resources (DWR) in August 2015 following board adoption on July 16, 2015. DWR completed review of the 2010 UWMP and met with District Staff and the consultant Nicholas Johnson who prepared the document. While the level of detail included in the document was appreciated by DWR, a few items were omitted. The District has prepared an addendum to address those omissions [see attachment 1].

The District must provide a 60-day public review period for the addendum and set a date for a public hearing no sooner than the regularly scheduled board meeting on April 7th, 2016.

CWC 10621 (b) Every urban water supplier required to prepare a plan shall... at least 60 days prior to the public hearing on the plan ... notify any city or county within which the supplier provides waters supplies that the urban water supplier will be reviewing the plan and considering amendments or changes to the plan.

FISCAL IMPACT: None

2015 STRATEGIC PLAN:

Strategic Element 1.0 - Water Supply Management

Strategic Element 2.0 - Watershed Stewardship

ADOPTED

San Lorenzo Valley Water District 2010 Urban Water Management Plan

Addendum

Prepared by

**San Lorenzo Valley Water District
Boulder Creek, California**



February 2016

San Lorenzo Valley Water District
2010 Urban Water Management Plan
Addendum
February 2016

The San Lorenzo Valley Water District (SLVWD) has prepared this addendum to its 2010 Urban Water Management Plan (UWMP) in response to comments received from the California Department of Water Resources (CDWR)¹ regarding the UWMP adopted by the SLVWD Board of Directors in August 2015.

Section 3, Water Demand

Subsection 3.4.1, Recent Water Demand by Sector

Revised:

Table 3-14, SLVWD Water Demand by Sector, 2005-2010 and Projected for 2015-2035 (attached)
Revised for clarity. Legend text for shaded cells revised.

Section 4, Water Supply

Subsection 4.7, Potential Additional Water Sources

Added:

Section 4.7.4, Desalination

Desalination has been considered a potential supplemental water supply along the Santa Cruz County coast, most actively by the City of Santa Cruz. The San Lorenzo Valley Water District (SLVWD or District) is unlikely to undertake desalination given that it is separated from the coast by more than five miles of rugged terrain. In the event that the City of Santa Cruz constructs a regional desalination facility, SLVWD may have the opportunity to obtain supplemental water at times via existing system interties, perhaps as part of a regional conjunctive use program. No such project is currently planned, however, and desalination is not considered further in this plan.

Added:

Section 4.7.5, Recycled Water

SLVWD's South Service Area is sewered by the City of Scotts Valley. This wastewater is recycled by the Scotts Valley Water District, which delivered approximately 200 acre-feet of recycled water in 2013 (<http://svwd.org/about-district/district-information>).

SLVWD's North and Felton Service Areas rely on on-site wastewater disposal (i.e., septic tanks and leachfields), which effectively recycles water within the watershed. Planning studies conducted in the 1980s determined that sewerage these areas would result in unacceptable environmental impacts.

Because of these conditions, SLVWD is not considering the use of recycled water at this time.

¹ Email sent to J. Michelsen/SLVWD December 22, 2015 from G. Huff, Gwen.Huff@water.ca.gov.

Section 5, Water Supply Reliability and Water Shortage Contingency Planning

The minimum water supply available by source for the next three years may be summarized as follows based on information provided in Section 5.2.3 of the Board Adopted UWMP for a multiple dry year period:

North System			South System	Felton System	SLVWD Total
Stream Diversions	Ground-water	Total*	Pasatiempo & Mañana Woods Wells	Stream and Spring Diversions	
(acre-feet/year)					
525	635	1,540	330	425	2,300

These estimates are based on the 1987-1994 drought and 2035 projected demand.

Based on information provided in in Sections 5.2.2 and 5.2.3 in the Board Approved UWMP, a water supply and demand comparison for single dry and multi-dry years is as follows for five year increments from 2015 through 2035:

Dry-Year Period	Supply						Demand			
	North System			South System	Felton System	SLVWD Total	North System	South System	Felton System	Total
	Stream Diversions	Ground-water	Total	Pasatiempo & Mañana Woods Wells	Stream and Spring Diversions					
(acre-feet/year)										
2015-2020										
Single	400	1140	1,540	330	425	2,300	1,540	330	425	2,300
Multiple	525	635	1,540	330	425	2,300	1,540	330	425	2,300
2020-2025										
Single	525	635	1,540	330	425	2,300	1,540	330	425	2,300
Multiple	525	635	1,540	330	425	2,300	1,540	330	425	2,300
2025-2030										
Single	525	635	1,540	330	425	2,300	1,540	330	425	2,300
Multiple	525	635	1,540	330	425	2,300	1,540	330	425	2,300
2030-2035										
Single	525	635	1,540	330	425	2,300	1,540	330	425	2,300
Multiple	525	635	1,540	330	425	2,300	1,540	330	425	2,300

Section 6, Demand Management Measures

Subsection 6.1, SLVWD Water Demand Management Measures

Water demand management measures (DMM) are specific actions a water supplier takes to support its water conservation efforts. The UWMP Act identifies 14 DMMs (CWC 10631(f)) that should be evaluated in each UWMP. These are summarized in Table 6-1 (attached), which has been revised to include the letter code assigned by CDWR to each DMM in addition to the DMM numbering used in this UWMP.

The following three DMMs were omitted in the Board Adopted version of the 2010 Urban Water Management Plan and are described further below:

- DMM 9 (A)² - Programmatic Residential Water Survey programs for single-family residential and multifamily residential customers.
- DMM 14 (E) Large landscape conservation programs and incentives
- DMM 13 (I): Conservation programs for commercial, industrial, and institutional accounts

DMM 9 (A) - Programmatic Residential Water Survey programs for single-family residential and multifamily residential customers.

CDWR requires that water purveyors provide water survey programs to residential customers that provide advice on indoor and outdoor water conservation measures. Alternatively, a water purveyor may conduct a cost-benefit analysis of the cost of a water survey program versus the benefit of water saved in terms of reduced customer charges.

SLVWD currently provides on-site leak detection assistance in the form of information and guidance for self-performance of leak detection and repair.

In order for SLVWD to implement a “water-wise house call” program targeting the top 10 percent of single family and multi-family water users, it would require the additional staffing necessary to conduct approximately 576 water audits for these customers. Assuming these audits would require 77 percent of a full time employee, the cost to the District would be approximately \$112,000. Assuming these customers would achieve a 20 percent annual water savings as a result of these audits, the total amount of water saved would be approximately 22.6 million gallons per year. At a cost of \$5.58 per unit of water (i.e., 100 cubic feet), this would represent a total savings of approximately \$198,522 among these customers.

Based on this approximate cost-benefit analysis, and in light of the District’s existing programs for assisting its customers with water conservation, SLVWD does not plan to initiate a more extensive water survey program at this time.

DMM 14 (E) Large landscape conservation programs and incentives

SLVWD contracted with Ecology Action of Santa Cruz in 2015 to provide support for conducting indoor water conservation consultations and irrigation efficiency audits.

These water audit services include:

- a. Water conservation and irrigation efficiency audits of the 10 to 15 highest water using properties in the District. Depending on the size of the facility, each audit and associated report is estimated to require 8 to 12 hours.
- b. Efficiency audits of each irrigation zone in order to identify which zones need repairs to prevent water waste and run-off. A weather-based irrigation schedule compliant with the District’s current watering schedule is programmed into the irrigation controller with the property manager’s consent.
- c. Submit each audit report to the customer and District. The following items are documented in the audit reports:

² DMM numbering as used in this UWMP, with CDWR letter assignment given parenthetically.

- i. Existing indoor fixture use rates and recommended fixture conversions.
 - ii. Existing irrigation hardware, locations of observed leaks and run-off, and recommendations for irrigation efficiency upgrades.
 - iii. A list of priority zones for irrigation upgrades based on the greatest potential to reduce water use and waste.
 - iv. Existing irrigation zone schedule and recommended weather-based irrigation schedule.
 - v. An irrigation water budget based on the County of Santa Cruz Model Water Efficient Landscape Ordinance (MWELo) landscape coefficient of 0.7, and 2014 landscape water use compared to the MWELo irrigation water budget.
 - vi. If the customer does not have an irrigation system map for the purposes of conducting an irrigation audit, Ecology Action will create an irrigation zone map to be permanently posted at the irrigation controller so that future audits and system maintenance can be completed efficiently.
- d. Follow-up with customers one month after report submission to answer questions and document implementation of recommended measures.

DMM 13 (I): Conservation programs for commercial, industrial, and institutional accounts

In May 2014 SLVWD declared a Stage 2 Water Shortage Emergency and passed Ordinance No. 105 (see UWMP Appendix B). This ordinance regulates the use of District-provided water as follows:

During a Stage 2 Water Shortage it shall be unlawful for any person, firm, partnership, association, corporation, political body or other District customer:

1. To water or irrigate lawn, landscape, or other vegetated areas between the hours of 10:00 a.m. and 5:00 p.m., except when performed with a bucket or watering can, or by use of a drip irrigation system or similar low volume, nonspray 4 irrigation equipment, or for very short periods of time for the express purpose of allowing landscape contractors to adjust or repair an irrigation system.
2. To use a hose that is not equipped with a shutoff nozzle.
3. To use potable water to wash down hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking lots, tennis courts, patios, or other paved surfaces, except when it is necessary to alleviate safety or sanitation hazards or to prepare paved surfaces for sealing.
4. To initially fill or to drain and refill residential swimming pools.
5. To serve water in a restaurant or other commercial food service establishment except upon the request of a patron.
6. To operate a hotel, motel or other commercial lodging establishment without offering patrons the option to forego the daily laundering of towels, sheets and linens.
7. To water or irrigate lawn, landscape, or other vegetated areas on days of the week other than the days of the week authorized and noticed by the District Manager, except when performed with a bucket or watering can, or by use of a drip irrigation system or similar low volume, nonspray irrigation equipment, or for very short periods of time for the express purpose of allowing landscape contractors to adjust or repair an irrigation system. Hourly restrictions set forth in subsection 1 continue to apply on authorized watering days. This provision shall not

apply to commercial growers/nurseries or to residential vegetable gardens/edible plantings watered with a hose equipped with a shutoff nozzle.

8. To water or irrigate lawn, landscape, or other vegetated area using an automatic irrigation system for more than fifteen minutes per watering station per assigned day. This provision shall not apply to automatic irrigation systems exclusively using low output sprinkler equipment, including rotors, stream rotors, or microspray systems.
9. To wash the exterior of dwellings, buildings or structures (with the exception of window washing and preparation of property for painting or for sale).

Calendar Year	SLVWD All Service Areas																																
	Residential						Commercial																										
	Single Residential	Multi Residential	Landscape	Private/Mutuals	Fire Service	Vacant	Total	Commercial	Institutional/Govt	Other/Surplus	Total	SLVWD Total																					
Use per Con-Serv. Con-Deliv-ered AFY	Use per Con-Serv. Con-Deliv-ered AFY	Use per Con-Serv. Con-Deliv-ered AFY	Use per Con-Serv. Con-Deliv-ered AFY	Use per Con-Serv. Con-Deliv-ered AFY	Use per Con-Serv. Con-Deliv-ered AFY	Use per Con-Serv. Con-Deliv-ered AFY	Use per Con-Serv. Con-Deliv-ered AFY	Use per Con-Serv. Con-Deliv-ered AFY	Use per Con-Serv. Con-Deliv-ered AFY	Use per Con-Serv. Con-Deliv-ered AFY	Use per Con-Serv. Con-Deliv-ered AFY	Use per Con-Serv. Con-Deliv-ered AFY																					
2005	5,671	1,302	0.23	c	254	-	11	17	1.55	c	23	-	c	0	-	5,682	1,596	0.28	105	58	0.55	31	56	1.81	6	6	0.99	142	120	0.84	5,824	1,716	0.29
2006^b	5,796	1,313	0.23	c	243	-	11	19	1.69	c	23	-	c	0	-	5,807	1,598	0.28	105	56	0.53	31	63	2.04	6	3	0.53	142	122	0.86	5,949	1,721	0.29
2007	5,802	1,335	0.23	c	251	-	11	20	1.82	c	20	-	c	0	-	5,813	1,625	0.28	105	53	0.50	33	62	1.88	7	2	0.27	145	116	0.80	5,958	1,743	0.29
2008^b	6,980	1,345	0.19	c	244	-	11	19	1.75	c	20	-	c	0	-	6,991	1,628	0.23	247	79	0.32	51	77	1.50	7	2	0.25	305	158	0.52	7,296	1,871	0.26
2009	6,472	1,403	0.22	412	241	0.58	11	14	1.27	6	26	4.33	36	0	-	7,000	1,684	0.24	245	120	0.49	52	92	1.77	8	4	0.44	305	216	0.71	7,305	1,904	0.26
2010	6,464	1,089	-	418	190	-	12	5	-	5	12	-	41	0	-	7,000	1,296	-	245	85	-	55	75	-	8	1	-	308	161	-	7,308	1,781	0.24
2015	6,511	1,566	0.24	417	265	0.63	10	16	1.56	5	29	5.80	38	0	-	7,045	1,875	0.27	246	136	0.55	52	96	1.83	5	5	0.94	304	237	0.78	7,349	2,112	0.29
2020	6,545	1,530	0.23	420	254	0.61	10	15	1.52	5	24	4.86	37	1	-	7,078	1,826	0.26	248	133	0.54	55	100	1.84	6	4	0.59	309	237	0.77	7,387	2,061	0.28
2025	6,560	1,532	0.23	421	254	0.60	13	16	1.29	5	28	5.68	38	0	-	7,096	1,831	0.26	248	131	0.53	55	100	1.84	5	4	0.76	308	235	0.76	7,404	2,066	0.28
2030	6,582	1,536	0.23	422	260	0.62	13	15	1.21	5	28	5.69	38	0	-	7,118	1,839	0.26	249	131	0.53	56	101	1.80	6	4	0.60	311	236	0.76	7,429	2,072	0.28
2035	6,589	1,540	0.23	422	260	0.61	13	11	0.90	5	29	5.71	38	1	-	7,129	1,840	0.26	249	132	0.53	53	101	1.91	5	4	0.73	308	237	0.77	7,437	2,077	0.28
2005	5,671	424	205	c	83	-	11	6	1,380	c	7	-	c	0	-	5,682	520	251	105	19	493	31	18	1,613	6	2	888	142	39	754	5,824	559	263
2006	5,796	428	202	c	79	-	11	6	1,508	c	7	-	c	0	-	5,807	521	246	105	18	476	31	21	1,821	6	1	471	142	40	769	5,949	561	258
2007	5,802	435	205	c	82	-	11	7	1,622	c	6	-	c	0	-	5,813	530	250	105	17	447	33	20	1,675	7	1	242	145	38	716	5,958	568	261
2008	6,980	438	172	c	79	-	11	6	1,559	c	6	-	c	0	-	6,991	530	208	247	26	287	51	25	1,340	7	1	226	305	51	462	7,296	610	229
2009	6,472	457	194	412	79	522	11	5	1,136	6	8	3,868	36	0	-	7,000	549	215	245	39	437	52	30	1,579	8	1	391	305	70	631	7,305	620	233
2010	6,464	355	-	418	62	-	12	2	-	5	4	-	41	0	-	7,000	422	-	245	28	-	55	24	-	8	0	-	308	52	-	7,308	580	218
2015	6,144	510	215	412	86	567	11	5	1,395	6	9	5,181	36	0	-	6,672	611	238	161	44	492	40	31	1,633	7	2	843	208	77	695	6,880	688	257
2020	6,511	498	209	417	83	541	10	5	1,361	5	8	4,341	38	0.3	-	7,045	595	230	246	43	478	52	33	1,639	5	1	524	304	77	684	7,349	671	249
2025	6,545	499	208	420	83	539	10	5	1,155	5	9	5,068	37	0	-	7,078	596	230	248	43	471	55	33	1,639	6	1	676	309	77	682	7,387	673	249
2030	6,560	500	208	421	85	550	13	5	1,083	5	9	5,082	38	0	-	7,096	599	231	248	43	471	55	33	1,609	5	1	536	308	77	676	7,404	675	249
2035	6,582	502	209	422	85	548	13	4	803	5	9	5,095	38	0.3	-	7,118	600	230	249	43	471	56	33	1,703	6	1	654	311	77	686	7,429	677	249

Source: Historical water use by sector and service connections from SLVWD file "USAGECAL.xls," May 2011.

^a Sector data unavailable for August and October, 2010; thus, sum of 2010 sector values does not equal SLVWD 2010 total.

^b Total Delivered is from WTUSE1.xls file provided by SLVWD in May 2011 and may differ from sum of the deliveries shown in this table.

^c SLVWD annexed Mañana Woods in September 2006 and Felton in July 2008.

^d No. of service connections are included under single residential category.

^e gallons per day per connection.

Table 3-14
SLVWD Water Demand by Sector, 2005-2010 and Projected for 2015-2035
Revised February 2016

This UWMP No.	DWR DMM No.	DMM Category	Demand Management Measure Name	DMM Description	Implementation Status	SLVWD Implementation Notes
1	L	Operations Practices	Water conservation coordinator	designate a person responsible for the District's conservation program	current	The SLVWD Administrative Environmental Analyst is responsible for organizing, coordinating, and supervision of the District's water conservation activities.
2	D		Metering with commodity rates for all new connections and retrofit of existing meter connections	meter all new connections, retrofit existing unmetered connections, read meters and bill customers by volume used, and have a meter tracking program	current	There are no unmetered accounts.
3	K		Conservation pricing	provide economic incentives to customers to use water efficiently	current	SLVWD has tiered pricing so that as waster use increases, the per unit charge of water escalates. Current pricing can be found at: www.slvwd.com/account_billing.htm
4	C		System water audit, leak detection, and leak repair	conduct approved water audits and loss control programs	current	The District quantifies water losses monthly. When the Drought Contingency Plan is in effect, District operations put greater effort into leak detection and repairs.
5	M		Water waste prohibition	enact, enforce or support requirements that prohibit water waste and water shortage measures	past and current	SLVWD provides news releases to update customers on water shortages, use restrictions, and contacts for reporting leaks. It has joined other water agencies in the county to coordinate efforts. A sample press release: http://www.slvwd.com/press/SLVWDPressRelease5-21-07.pdf . Policy is laid out in the Drought Contingency Management Plan.
6	J		Wholesale agency assistance program	not applicable- SLVWD is a retail water supplier	not applicable	SLVWD is not a wholesale water supplier nor does it purchase water from a wholesale supplier.
7	G	Education Programs	Public information program	implement a public information program to promote water conservation and it's benefits	current	SLVWD, and in partnership with a county-wide group of water agencies, have a variety of water conservation campaigns and information materials.
8	H		School education program	implement school education program to enforce the need for water conservation	current	SLVWD offers free activity booklets to teachers and provides water education grants to teachers and organizations. Information can be found at www.slvwd.com/education.htm and class materials at www.watersavingtips.org
9	A	Residential Programs	Water survey programs for single-family residential and multifamily residential customers	provide site-specific leak detection assistance and water efficiency survey and suggestions	current	District provides on-site leak detection assistance in the form of suggestions and information on how to self-perform.
10	B		Residential plumbing retrofit	provide showerheads and faucet aerators that meet current water efficiency standards	not implemented	The District disseminates technical information on indoor retrofit opportunities.
11	F		High-efficiency washing machine rebate programs	provide incentives for purchasing high-efficiency clothes washing machines	current	Starting 9/09 the District offered credits for purchase and installation of a high efficiency clothes washer. A total of 26 washers were installed with an estimated savings of 5,100 gal/yr per washer.
12	N		Residential ultra-low-flush toilet replacement programs	provide incentives for replacing existing toilets with ultra low flush toilets	past	District has provided credits for replacing high volume toilets with High Efficiency Toilets. In 2011-12, 77 toilets were replaced with 1.28 gpf or less toilets, resulting in savings of approximately 770 gal/day (Table 6-2).
13	I	Commercial/Com-	Conservation programs for commercial and institutional accounts	implement measures to achieve water savings goal of 10% of the baseline 2008 year use over a 10-yr. period	not implemented	Only 4% of connections are commercial or institutional and account for approximately 10% of water deliveries.
14	E	Landscape	Large landscape conservation program and incentives	provide support and incentives to non-residential customers to improve landscape water use efficiency	not applicable or not implemented	Non-residential large landscape customer accounts include schools and parks.

Table 6-1
SLVWD Demand Management Measures
Revised February 2016

MEMO

TO: Board of Directors
FROM: District Manager
SUBJECT: Public Employee Compensation – District Manager
DATE: February 4, 2016

RECOMMENDATION:

It is recommended that the Board of Directors review this memo and the attached District Manager contract.

BACKGROUND:

Per contract, the Board provides a review of the District Manager's performance on a yearly basis. As a part of that yearly performance review, the Board also considers adjusting the District Manager's salary based on two criteria; cost-of-living and merit increase.

The Board may consider a cost-of-living adjustment in line with the cost-of-living adjustment provided per the Memorandum-of-Understanding provided to other employees. The current MOU provided all other employee's a 2.75% cost-of-living salary adjustment on November 1, 2015. Per contract, any cost-of-living adjustment approved by the Board for the District Manager will become effective on January 1, 2016.

The Board may consider up to a 5% increase in salary for the District Manager based on the previous year's performance.

STRATEGIC PLAN:

Element 8.0 – Organizational Health / Personnel

FISCAL IMPACT:

\$14,996 in Capital Costs

MEMORANDUM OF UNDERSTANDING

FOR THE

MANAGEMENT, SUPERVISORY AND CONFIDENTIAL EMPLOYEES UNIT

SAN LORENZO VALLEY WATER DISTRICT

October 31, 2014 – November 1, 2016

RESOLUTION NO. 40 (14-15)

TABLE OF CONTENTS

<u>SECTION 1 - GENERAL PROVISIONS</u>		<u>Page</u>
1.1	Parties to Understanding.....	1
1.2	Term of Agreement	1
1.3	Purpose	1
1.4	Short Title.....	2
1.5	Plural.....	2
1.6	Severability.....	2
1.7	Recognition.....	2
1.8	Management Rights.....	2
1.9	Voluntary Payroll Deductions	3
1.10	Prohibition of Job Action	3
1.11	Work Rules	4
1.12	Substance Abuse Program.....	4
1.13	Amendment of Agreement	4
 <u>SECTION 2 - EMPLOYEES RIGHTS</u>		
2.1	Time off for Representation	4
2.2	Access to Work Locations.....	4
2.3	Access to Information.....	5
2.4	Use of District Bulletin Boards	5
2.5	Use of District Facilities.....	5
2.6	Written Notice	5
2.7	New Hire Information	6
2.8	Accessibility of Agreement	6
 <u>SECTION 3 - HIRING POLICIES</u>		
3.1	Employee Residence.....	6
3.2	Medical Examination.....	6
3.3	Audiogram	6
3.4	Probationary Period	6
3.5	Driving Record	7
3.6	Driver's License	7
3.7	Proof of Insurance	7
3.8	Proof of Right to Work.....	7

TABLE OF CONTENTS

SECTION 4 – COMPENSATION

Page

4.1	Application of Salary Schedule.....	7
4.2	Salary Range Schedule	8
4.3	Advancement of Pay Levels	8
4.4	Performance Evaluations	8
4.5	Longevity.....	8
4.6	Salary Schedule Adjustment	8
4.7	Exemption from Overtime Entitlements	9
4.8	Reimbursement for Licenses and Certificates.....	9
4.9	Continuing Education	9
4.10	Required Operator Certifications	9
4.11	Educational Incentive Pay	10
4.12	Educational and Training Reimbursement.....	10
4.13	Working out of Classification	11
4.14	Compensation for Working out of Classification.	11
4.15	Phone Assignment	11
4.16	Phone Assignment Compensation	11
4.17	Overtime Compensation	11
4.18	Compensation Differential.....	12
4.19	Holiday Compensation.....	12
4.20	Compensatory Time off (CTO).....	12

SECTION 5 - HOURS, DAYS OF WORK

5.1	Hours, Days of Work, Application.....	12
5.2	Normal Work Week and Work Days.....	12
5.3	Additional Time Worked.....	13

SECTION 6 - LEAVES OF ABSENCE

6.1	Annual Leave.....	13
6.2	Additional Annual Leave.....	13
6.3	Scheduling of Annual Leave	14
6.4	Administrative Leave	14
6.5	Separation of Service.....	14
6.6	Maternity Leave.....	15
6.7	Family Medical Leave	15

TABLE OF CONTENTS

	<u>Page</u>
6.8 Failure to Return	16
6.9 Workers Compensation	16
6.10 Holidays	17
6.11 Unauthorized Leave.....	18
6.12 Authorized Leave	18
6.13 Military Leave	18
6.14 Court Leave	19
6.15 Catastrophic Leave Program	19

SECTION 7 - INSURANCE

7.1 Life Insurance	19
7.2 CalPERS Group Medical Insurance	19
7.3 Group Vision Insurance.....	21
7.4 Group Dental Insurance.....	21
7.5 Long-Term Disability Insurance	21
7.6 Covered Employees and Dependents	21
7.7 Retired Employee Medical Insurance	22
7.8 Miscellaneous	22
7.9 Interviewing Committee.....	22

SECTION 8 - OTHER BENEFITS

8.1 Social Security (FICA)	22
8.2 CalPERS Retirement Contribution.....	22
8.3 Tier 1	22
8.4 Tier 2.....	22
8.5 Deferred Compensation.....	22
8.6 Supplemental Group Life	22
8.7 Uniform/Safety Shoe Allowance.....	23
8.8 Food Cost Reimbursement	23
8.9 Flexible Spending Plan.....	24

SECTION 9 - DISCIPLINARY ACTION

9.1 Notification of Disciplinary Action.....	24
--	----

TABLE OF CONTENTS

SECTION 10 - GRIEVANCE PROCEDURE

10.1	Purpose	25
10.2	Definition.....	25
10.3	Representation	25
10.4	Time Limitations.....	25
10.5	Step One, Informal Procedure.....	25
10.6	Step Two	26
10.7	Step Three	26
10.8	Arbitration	26
10.9	Limitations on Authority of Arbitrator	27
10.10	Payment of Arbitrator	27

SECTION 11 - SEPARATION OF SERVICE

11.1	Termination by Employer.....	27
11.2	Termination by Employee, Adequate Notice	27

SECTION 12 - MISCELLANEOUS

12.1	Outside Employment	28
12.2	Vehicle Assignment.....	28
12.3	CalPERS Pre-Tax Deduction Plan	28
12.4	Entire Agreement.....	28

APPENDIX "A"	Position Classification.....	30
--------------	------------------------------	----

APPENDIX "B"	Salary Schedule	31
--------------	-----------------------	----

**MEMORANDUM OF UNDERSTANDING
MANAGEMENT, SUPERVISORY AND CONFIDENTIAL EMPLOYEES UNIT
SAN LORENZO VALLEY WATER DISTRICT
10/31/ 2014 – 11/1/ 2016**

SECTION 1 - GENERAL PROVISIONS

- 1.1 **Parties to Understanding.** This Memorandum of Understanding is made and entered into by and between the San Lorenzo Valley Water District (herein after referred to as "District") which is represented by its Board-appointed Employee Relations Officer and other designee(s) and the San Lorenzo Valley Water District Management, Supervisory and Confidential Employees Organization (hereinafter referred to as "Organization") which is represented by their appointed representative(s) and other designee(s).

The District and the Organization have met and conferred in good faith within the meaning of the Meyers-Milias-Brown Act (California Government Code Section 3500 et. seq.), regarding wages, hours and other terms and conditions of employment for those employees in the classifications of position see forth in Appendix "A" attached hereto and made a part thereof. The parties hereto have reached an understanding regarding these issues and have jointly prepared this Memorandum of Understanding.

- 1.2 **Term of Agreement.** This Agreement shall be effective from November 1, 2014, and shall remain in full force and effect until and including the 31st day of October, 2016 This Agreement shall be renewed automatically from year to year thereafter, unless either party gives written notice of a desire to modify, amend or terminate it at least ninety (90) calendar days, but not more than one hundred twenty (120) calendar days, before October 31st 2016 or any October 31st thereafter, if it is automatically renewed. If such notice is given, the Agreement shall remain in full force and effect during the entire period of negotiations. The parties shall exhaust all administrative remedies available to them pursuant to San Lorenzo Valley Water District Rules and Regulation for the Administration of Employer-Employee Relations, Resolution No. 15 (00-01), Section 4- Impasse, prior to termination of this Agreement.

- 1.3 **Purpose.** The parties hereby agree that the purpose of this Memorandum of Understanding is to promote and provide harmonious relations, cooperation and understanding between the District and the employees covered herein and to provide an orderly and equitable means of resolving differences which may arise under this Memorandum of Understanding.

- 1.4 Short Title. This document, known and cited as the Management, Supervisory and Confidential Employees Agreement shall herein after be referred to as this "Agreement."
- 1.5 Plural. Wherever the singular or plural is used in this Agreement, it shall be construed to include the other.
- 1.6 Severability. If any provision, sentence, clause or phrase of this policy or the application of said provision, sentence, clause or phrase to any person or circumstance is for any reason held to be invalid or not in accordance with applicable provisions of Federal, State or local laws or regulation, the remainder of this policy, or the application thereof to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.
- 1.7 Recognition. The District recognizes the Organization, as provided in the District's Rules and Regulations for the Administration of Employer-Employee Relations, as the Exclusively Recognized Employee Organization for the purpose of establishing wages, hours and other terms and conditions of employment for those employees in the classifications of positions set forth in Appendix "A", attached hereto and made a part thereof, as well as such classifications as may be added to this representation unit by the District during the term of this Agreement.
- 1.8 Management Rights. It is understood and agreed that the District possesses the sole right and authority to operate and direct the employees of the District and its various departments in all aspects, including but not limited to, all rights and authority exercised by the District prior to the execution of this Agreement, except as modified in this Agreement. These exclusive District rights include, but are not limited to the following:
- a. Right to determine the purpose, mission and policies of the District and its departments;
 - b. To set forth all standards of service offered to the public;
 - c. To plan, direct, control and determine the operations or services to be conducted by employees of the District;
 - d. To determine the procedures and standards for selection for employment and promotion;
 - e. To schedule, assign and direct District employees;
 - f. To determine the methods, means, and number of personnel needed to carry out the District's mission;
 - g. To promote, suspend, discipline or discharge for just cause;
 - h. To establish work and productivity standards;
 - i. To lay off or relieve employees from duty due to lack of work, funds, or other legitimate reasons;

- j. To make, publish and enforce rules and regulations;
- k. To maintain the efficiency of governmental operations by exercising control and discretion over its organization and the technology of performing District work;
- l. To determine the content of job classifications;
- m. To contract out for goods and services;
- n. To introduce new or improved methods, equipment or facilities;
- o. To take any and all necessary actions as may be deemed necessary to carry out the mission of the District in emergencies, provided that no right exercised or enforced during an emergency is contrary to or inconsistent with the provisions of this Agreement; and
- p. To determine the amount of budget to be adopted to carry out the purpose, mission and policies of the District.

1.9 Voluntary Payroll Deductions. During the term of this Agreement and to the extent the laws of the State of California permit, and as provided herein, the District in addition to deductions required by law will make voluntary payroll deductions for U.S. Savings Bonds, Employee's Bank/Credit Union, Deferred Compensation, Flexible Spending Plan, Supplemental Life Insurance District Employee's Social Organization, and the Management, Supervisory and Confidential Employees Organization. The participating employee's complete and properly executed written Voluntary Authorization Form for said payroll deductions shall be on file with the District Manager. Payroll deductions shall begin with the payroll period which is fourteen (14) calendar days or more following receipt by the District Manager of properly executed written Voluntary Authorization Form.

1.10 Prohibition of Job Action.

- a. During the term of this Agreement, neither the Organization, nor any of their officers, agents, representatives and/or any employees, for any reason, will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, sympathy strike or any other interference with the work or statutory functions and obligations of the District.
- b. During the term of this Agreement neither the District nor any of its officers, agents and/or representatives, for any reason, shall authorize, institute, aid or promote any lockout of employees covered by this Agreement.
- c. The Organization agrees to notify all officers, agents, representatives and/or employees of their obligation and responsibility to remain at work during any interruption which may be caused or initiated by others, and agrees to take affirmative actions to encourage employees violating this Section to return to work and cease such actions.

- d. The District may discharge or discipline any employee who violates subsection (a) of this Section of this Agreement, and/or any employee who fails to carry out their responsibilities under subsection (c) of this Section of this Agreement.
- e. Nothing contained herein shall preclude the District from obtaining judicial restraint and damages in the event of a violation of this Section.

1.11 Work Rules. The District may prepare, issue, and enforce work rules, policies, procedures and safety regulations necessary for safe, orderly and efficient operation. However, before the District makes a decision to implement new work rules, or changes previously issued work rules, the District will notify the Organization of the proposed changes and shall give the Organization the opportunity to meet regarding such changes.

1.12 Substance Abuse Program. In order to help provide a safe work environment and to protect the public, the District may require all employees covered by this Agreement to participate in a program to detect, treat and prevent substance abuse, toward the objective of avoidance of alcohol or controlled substance abuse.

1.13 Amendment of Agreement. No amendment or change to this Agreement shall be valid or binding unless made in writing and signed by the duly authorized representative(s) of both parties.

SECTION 2 - EMPLOYEE RIGHTS

2.1 Time off for Representation. A reasonable number of duly designated representatives of the Exclusively Recognized Employee Organization representing the Management, Supervisory and Confidential Employees Unit shall be granted reasonable time off, without loss of compensation or other benefits, solely for the purpose of meeting and conferring with the Districts' designated Employee Relations Officer or his/her duly authorized representative(s) on matters within the scope of representation.

2.2 Access to Work Locations. The District agrees to grant the Organization, and their duly authorized representative(s) or agent(s), reasonable access to work locations during normal working hours for the purpose of processing grievances, disciplinary meetings or other matters within the scope of representation, provided that the District Manager is notified prior to entry and provided the purpose of said visit. The District may require said representative to identify employee(s) they plan to contact, approximate length of the visit and specific locations to be visited. The Organization agrees that such access shall not interfere with the work process, safety or security of the work area.

The District may deny access to work areas if it is deemed that a visit at that time would interfere with work operations. If access is denied, the representative(s) shall be informed when such access will be made available. Such access shall not be more than twenty-four (24) hours excluding Saturday, Sunday and Legal Holidays, after the time of said request, unless otherwise mutually agreed thereto.

- 2.3 Access to Information. The District shall comply with all information requests to which the Organization is entitled by law.
- 2.4 Use of District Bulletin Boards. The District agrees to grant the Organization and their duly designated representatives' reasonable access to District Bulletin Boards for the posting of notices. The use of District Bulletin Boards shall be restricted and subject to the following conditions:
- a. Any and all such material shall solely be related to the reasonable administration of employer-employee relations and within the scope of representation.
 - b. All materials must be dated and identify the publisher.
 - c. Prior to posting, one (1) copy of any and all such materials shall be filed with the District Manager at least twenty-four (24) hours in advance, unless otherwise approved by the District Manager.
 - d. All material shall be removed not more than twenty-one (21) calendar days after the publication date.
 - e. No defamatory, political or libelous material shall be posted.
 - f. Posting of materials anywhere except on District Bulletin Boards is prohibited.
- 2.5 Use of District Facilities. The Organization and/or their duly designated representatives may, with prior written approval of the District Manager, be granted the use of District facilities for meetings of the Management/Confidential Employees Unit provided space is available. All such requests shall be made in writing with at least twenty four (24) hour advance notice and shall state the specific purpose or purposes of said meeting, unless otherwise approved by the District Manager. Said meetings shall not interfere with the normal work duties of employees. The use of District equipment other than items normally used in the conduct of said meetings is strictly prohibited.
- 2.6 Written Notice. Before the Board of Directors takes action on any ordinance, regulation or resolution relating to matters within the scope of representation, the District shall notify the Organization in writing of such proposal and shall give the Organization an opportunity to meet with the District regarding the matter before any action is taken.

- 2.7 New Hire Information. The Organization shall be notified of the name, and classification of all new hires into the classifications of positions listed in Appendix "A" within the first pay period following the new employee's starting date.
- 2.8 Accessibility of Agreement. The District shall provide a copy of this Memorandum of Understanding to all employees covered by this Agreement. The District shall provide a copy of this Memorandum of Understanding to all new employees in the classifications of positions listed in Appendix "A" during new hire processing.

SECTION 3 - HIRING POLICIES

- 3.1 Employee Residence. All employees covered by this Agreement shall, as a condition of their continued employment with the District, be required to have their place of abode within a sixty (60) minute response time of the District Office, 13060 Highway 9, Boulder Creek, California unless otherwise approved by the District Manager.
- 3.2 Medical Examination. When an applicant is offered employment with the District, the applicant may be required to complete a prescribed general medical and physical examination before being placed on the payroll as a probationary employee. The District Manager shall review the medical and physical examination report and may reject an applicant based upon lawful criteria. A California licensed physician designated and paid for by the District shall give such medical and physical examination. The content of the report provided to the District Manger shall be limited to any applicable medical information pursuant to the job classification specification.
- 3.3 Audiogram. An audiogram may be required as part of the pre-employment process if an audiogram is required as part of the job classification specification. Audiograms shall be provided at the District's expense, and subject to all other rules regarding the pre-employment medical and physical examination.
- 3.4 Probationary Period. All original and promotional appointments in the competitive service shall be tentative and subject to a probationary period of not less than six (6) months of actual service. The probationary period shall be regarded as part of the examination process and shall be utilized for closely observing the employee's work and the employee's ability to work with other employees and for securing the most effective adjustment of a new employee to their position. Time spent on leave without pay shall not count toward completion of the probationary period. The probationary period may be extended at the discretion of the District Manager. Extension of the probationary period shall be for appropriate

circumstances and for a specific period of time up to and including six (6) months. No such extension shall exceed six (6) months, and no further extensions shall be granted. If the service of a probationary employee has been satisfactory regular employment status shall begin with the day following the expiration date of the probationary period. During the probationary period the employee may be recommended for rejection at any time without cause and without right of a grievance, hearing or appeal. During the probationary period for an original or promotional appointment all employee insurance benefits shall accrue in accordance with the provisions of coverage and enrollment as exists pursuant to the District's incumbent insurance providers. During the probationary period for an original appointment employee all leave benefits shall accrue but cannot be taken without prior written approval of the District Manager. This does not apply to paid holidays. During the probationary period the employee shall be eligible for holiday pay. Should a new employee leave the employment of the District for any reason prior to completion of the probationary period, all accrued leave shall be lost by said employee.

- 3.5 Driving Record. The District may obtain driver's license information records on each employee in accordance with the California Vehicle Code. Should an employee whose job requires driving a District vehicle be determined to be uninsurable by the District's insurance broker, or be without a valid California driver's license, that shall be grounds for dismissal in the absence of evidence of extenuating circumstances.
- 3.6 Driver's License. All employees covered by this Agreement who are required to drive a District and/or their own vehicle on District business are required as a condition of continued employment to obtain and maintain a Class C Driver's License from the California Department of Motor Vehicles.
- 3.7 Proof of Insurance. All employees covered by this Agreement who are required to drive their own vehicle on District business are required as a condition of continued employment to obtain and maintain vehicle insurance for said vehicle in accordance with applicable State of California standards.
- 3.8 Proof of Right to Work. All new employees shall be required to provide written evidence of the right to work in the United States of America in accordance with applicable requirements.

SECTION 4 - COMPENSATION

- 4.1 Application of Salary Schedule. All employees covered by this Agreement shall be paid a salary or wage rate applicable to the schedule established for that position as set forth in the Salary Schedule, Appendix "B", which is attached hereto and

made a part thereof. The minimum step of a salary or wage range generally shall apply to employees upon original appointment. The District Manager may, when circumstance warrant, authorize original appointments above the minimum step.

- 4.2 Salary Range Schedule. The salary range schedule shall be an integrated schedule consisting of seven (7) steps with a five percent (5%) differential between each step in the salary schedule.
- 4.3 Advancement of Pay Levels. No advancement of pay levels shall be made above the highest step established in the salary schedule for an employee's class or position except in accordance with this Agreement. Advancement from step to step within the salary schedule shall not be automatic but shall be based upon merit as exemplified by recommendations of the District Manager. All original and promotional appointments in the competitive service entering at the first step of a salary range shall be eligible for consideration for advancement to the second step upon completion of six (6) months of actual service and the achievement of satisfactory standards of performance. The anniversary date for future merit increase consideration shall be adjusted to the effective date of this merit increase. Upon receiving regular employment status every employee in the competitive service shall be eligible for consideration for advancement to the next higher step, if any, whenever the employee has been compensated at a step for one (1) year of actual service and the achievement of satisfactory standards of performance.
- 4.4 Performance Evaluation. All employees covered by this Agreement shall receive an employee evaluation at least once a year by the District Manager.
- 4.5 Longevity. In addition to an employee's base salary as provided in Section 4.1, Application of Salary Schedule, of this Agreement, after completion of fifteen (15) years of continuous service with the District, each employee covered by this Agreement shall be eligible to receive a five percent (5%) salary increase upon evidence of a satisfactory performance evaluation and approval of the District Manager. Eligibility for this increase must be renewed each year thereafter in the same manner as that of the end of the fifteenth year. The increase shall be paid on an hourly basis over the entire year. Failure to receive a satisfactory performance rating, and the resultant loss of the increase, shall not be considered disciplinary action, as this increase is intended to be renewed each year and is a reward for both continuous service at the District and satisfactory service during the previous year.
- 4.6 Salary Schedule Adjustment. Effective as of the first payroll period commencing on November 1, 2014, the Salary Schedule for all employees covered by this MOU shall be increased by 2.75 % percent. Effective as of the first payroll period

commencing on November 1, 2015 the Salary Schedule for all employees covered by this MOU shall increase by 2.75%

- 4.7 Exemption from Overtime Entitlements. For the purpose of this Agreement, the following position classifications are defined as exempt status employees relative to the provisions of the Fair Labor Standards Act (FLSA):
Administrative Assistant/District Secretary (Administrative Employee)
Administrative/Environmental Analyst (Professional Status)
Director of Operations (Executive Status)
Engineering / GIS Manager (Professional Status)
Finance Manager (Executive Status)
- 4.8 Reimbursement for Licenses and Certificates. Any employee covered by this Agreement shall be reimbursed for the cost of licenses and certificates which are required by job class specifications or approved by the District Manager as a pertinent job related license or certificate. Any employee seeking reimbursement for a pertinent job related license or certificate must submit a written request for prior approval. Fees for Class C California driver's licenses shall not be reimbursed under the provisions of this section. The District shall provide reimbursement for Class A and Class B California Driver's license fees, where such licenses are required by job class specifications or approved as a pertinent job related license by the District Manager.
- 4.9 Continuing Education. Any employee covered by this Agreement shall be reimbursed upon successful completion the cost of tuition and books for continuing education contact hours required by the State of California, Department of Health Services, and Operator Certification Program. Said reimbursement shall only be for the renewal of certifications which are required by a job class specification. Any employee seeking reimbursement for a required continuing education contact hour must submit a written request for approval of eligibility prior to enrollment. Written approval must be obtained from the District Manager.
- 4.10 Required Operator Certifications. When an employee covered by this Agreement is required by job class specification to possess a valid operator certification pursuant to requirements of the State of California, Department of Public Health, Operator Certification Program, and the employee does not currently possess said certification, the District shall reimburse said employee upon successful completion for the cost of tuition and books for required "specialized training" in order to be eligible for the applicable certification examination. Any employee seeking reimbursement for required "specialized training" must submit a written request for approval of eligibility prior to enrollment. Written approval must be obtained from the District Manager.

In addition, any employee covered by this Agreement upon successful possession of applicable certifications required pursuant to this Section shall be reimbursed the applicable Examination Fee and Certification Fee.

- 4.11 Educational Incentive Pay. The District shall provide educational incentive pay for any employee covered by this Agreement who is non-exempt under the FLSA (non-exempt status employee), and has completed their probationary period. This educational incentive pay, which shall be in addition to an employee's base salary, shall be based upon and added to the employee's base salary in accordance with the following schedule:

Educational Incentive Step	Educational Incentive Rate
E1	2.5%
E2	5.0%
E3	7.5%
E4	10.0%

Any non-exempt status FLSA employee covered by this Agreement may request an Educational Incentive Step upon the successful completion of a pertinent job related course and certification. To be considered "pertinent" both the course and certification must improve and advance the employee's knowledge and skills for the present position. Certifications required in job class specifications or courses reimbursed pursuant to Section 4.12, Educational and Training Reimbursement, of this Agreement, are not applicable under this Section. Any employee seeking this benefit must submit a written request for approval of course and certification eligibility prior to enrollment or obtainment of certification. Approval must be obtained from the employee's Supervisor and the District Manager. The employee must demonstrate successful completion of the course and possession of the certification. Employees must progress sequentially through the four (4) Educational Incentive Steps, beginning with Step E1. Furthermore, employees shall not be eligible to progress to a higher educational step unless they have been at their current Educational Incentive Step a minimum of one (1) calendar year. No educational incentive wage will be paid or continue to be paid for any certifications or course which are a minimum requirement of a job specification.

- 4.12 Educational and Training Reimbursement. In addition to training opportunities provided by the District at District expense, employees covered by this Agreement will be reimbursed fifty percent (50%) for books and tuition to attend job related educational courses leading to certificate, degree or professional licensing. Any employee seeking this benefit must submit a written request for approval of eligibility prior to enrollment. Approval must be obtained from the District Manager. Employees must demonstrate successful completion of the courses.

Employees will be reimbursed the remaining fifty- percent (50%) of the above costs, one (1) year after the date of course completion, if the employee is still employed at the District at that time.

- 4.13 Working Out of Classification. Any non-exempt status FLSA employee covered by this Agreement who is assigned the duties and responsibilities of a higher paying classification for more than eight (8) hours in any one pay period shall be considered to be working out of classification. Working out of classification includes, but is not limited to:
- a. The employee assumes a temporary position in said classification because of the creation of a short-term position; or
 - b. The employee performs such duties due to the absence of a regular employee for reasons of annual leave, sickness, etc.
- 4.14 Compensation for Working Out of Classification. When an employee is determined to be working out of classification as defined in Section 4.13, Working out of Classification, of this Agreement, such employee shall be entitled to a salary increase of at least five percent (5%) over that employee's regular permanent position salary.
- 4.15 Phone Assignment. The District at its sole discretion may require employees covered by this Agreement to regularly carry a District provided phone. Phone assignment pursuant to this Section requires that employees so assigned shall conform to the following conditions:
- a. Continuously carry the phone except when on approved annual leave.
 - b. Respond to District by telephone or other telecommuting device within sixty (60) minutes of pager notification.
- 4.16 Phone Assignment Compensation. Any non-exempt FLSA employees assigned by the District to regularly carry a District provided phone shall receive a salary differential equal to five percent (5%) of their regular straight time and overtime hourly rates of pay in effect for the employee's regular job for each hour in a paid status.
- 4.17 Overtime Compensation.
- a. Definition. For any non-exempt status FLSA employee covered by this Agreement overtime shall be defined as all authorized work ordered and performed in a paid status in excess of forty (40) hours in a seven (7) consecutive day (i.e. 168 hours) pay period. Solely for the purpose of this section the 168-hour pay period shall begin at 12:01 a.m. Thursday and

continue to midnight the following Wednesday. All overtime shall have the approval of the employee's Department Head prior to actual performance of the work.

- b. Overtime Compensation. Any non-exempt FLSA employee covered by this Agreement shall be paid one and one-half (1-1/2) times their regular straight time hourly rate of pay for all authorized and performed hours of work in excess of forty (40) hours paid time per week.

- 4.18 Compensation Differential. Any non-exempt status FLSA employee covered by the Agreement, in addition to regular and/or overtime rates of pay, shall be paid a compensation differential equal to one-half (1/2) times their regular straight time hourly rate of pay for all authorized and performed hours of work between 12:00 midnight and 6:00 a.m.

- 4.19 Holiday Compensation. Any non-exempt status FLSA employee covered by this Agreement, in addition to their regular and/or overtime pay, shall be compensated eight (8) hours pay, compensable at their regular straight time hourly rate of pay for working on a holiday designated pursuant to Section 6.10, Holidays, of this Agreement.

- 4.20 Compensatory Time Off. For any non-exempt status FLSA employee covered by this Agreement upon written request and approval of the Department Head, said employees may receive compensatory time off in lieu of overtime cash compensation. Compensatory time off shall be compensated at the rate of one and one-half (1-1/2) hours of compensatory time for one (1) hour of overtime worked. Compensatory time off shall not be allowed to accumulate beyond forty (40) hours at any given time. The procedure for scheduling compensatory time off is the same as scheduling annual leave in Section 6.2, Annual Leave, of this Agreement.

SECTION 5 - HOURS, DAYS OF WORK

- 5.1 Hours, Days of Work, Application. This Section is intended to define the normal hours of work per day or per week in effect at the time of execution of this Agreement. Nothing contained herein shall be construed as preventing the District from restructuring the normal work day or work week for the purpose of promoting efficiency, from establishing the work schedule of an employee, and establishing part-time positions.

- 5.2 Normal Work Week and Work Days. The normal work week shall consist of forty (40) hours per calendar week and such additional time as may from time to time be required in the judgment of the District. The normal work week shall consist of five (5) consecutive eight (8) hour work days in a calendar work week interrupted by an unpaid one (1) hour lunch period. Employees covered by this Agreement

shall have the option to work any eight (8) hour period between 7:00 a.m. and 6:00 p.m. Prior to changing a normal workweek schedule, the District shall give all affected employees a twenty-eight (28) calendar day notice, notwithstanding emergencies. Assignments of a normal workweek schedule which includes Saturday and/or Sunday shall be distributed equally as practical among the employees within a specific position classification.

- 5.3 Additional Time Worked. Any exempt status FLSA employee covered by this Agreement may be required to work hours in addition to those defined in Section 5.2, Normal Work Week and Work Days. Such additional hours may include, but are not limited to, attendance at meetings or regular or special meetings of the Board of Directors, other time demands necessary to carry out the functions of the respective positions or emergency work. Administrative Leave, as defined in Section 6.3, Administrative Leave, of this Agreement shall be considered full compensation for all additional time worked in excess of the normal work week.

SECTION 6 - LEAVES OF ABSENCE

- 6.1 Annual Leave. The District shall grant annual leave in lieu of sick leave, personal business leave, vacation and bereavement leave for all employees covered by this Agreement. Employees shall be entitled to accumulate annual leave in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Maximum Annual Leave Accumulation</u>	<u>Hours of Annual Leave Accrued Per Bi-weekly Pay Period</u>
Less than 5	360 Hours	9.23 Hours
Begin 6th Year	420 Hours	10.77 Hours
Begin 11th Year	480 Hours	12.30 hours

On the first regularly scheduled payroll date which occurs on or after July 1st of each year any annual leave in excess of the maximum annual leave accumulation rate shall be paid directly to the employee at the employee's regular straight time hourly rate of pay in effect for the employee's regular job on said date.

- 6.2 Additional Annual Leave. For all employees covered by this MOU who do not receive uniforms, in addition to annual leave provided pursuant to Section 6.1 Annual Leave, of this MOU, the District shall grant an additional sixteen (16) hours of Annual Leave. Said additional annual leave is granted in lieu of uniforms. The additional sixteen (16) hours of annual leave shall be accrued on July 1st of each year and added to each employees accumulated annual leave balance

following direct payment pursuant to section 6.1 Annual Leave, of this MOU for annual leave of the maximum annual leave accumulation rate.

6.3 Scheduling of Annual Leave. The scheduling of annual leave and the amount of leave granted during any particular period are matters of administrative discretion. Observance of annual leave must be approved in advance by the District Manager except in cases of emergency. Annual leave requests which are greater than two (2) work days in duration shall be submitted for approval no less than thirty (30) calendar days prior to such leave. Annual leaves which are two (2) work days or less in duration shall be submitted for approval no less than seven (7) calendar days prior to such leave. The time during the calendar year in which an employee may take annual leave shall be determined by the District Manager with due regard to the interest of the employee and the orderly performance and continuity of District services.

6.4 Administrative Leave. Any exempt status FLSA covered by this Agreement shall be entitled to forty-four (44) hours administrative leave over and above annual leave. Administrative leave shall be granted in lieu of overtime pay or compensatory time off. Administrative leave shall not be accumulated from one fiscal year to the next. Administrative leave may be used in conjunction with annual leave. Administrative leave shall be accrued on July 1st of each year. The procedure for scheduling Administrative Leave is the same as scheduling Annual Leave pursuant to Section 6.2, Scheduling of Annual Leave, of this Agreement.

6.5 Separation of Service. Any employee separated from the service of the District shall receive pay for all accumulated annual leave on the same day as their separation of service, unless the employee elects to receive payment over time pursuant to said Section. The amount of payment for unused accumulated annual leave shall be calculated based upon the employee's regular straight time hourly rate of pay in effect for the employee's regular job on the last working day of the employee's service. Employees covered by this Agreement may elect to receive payment for said unused accumulated leaves by one (1) of the two (2) following options:

Option 1. Employees covered by this Agreement may elect to receive one hundred percent (100%) of all accumulated annual leave on the same day as their separation of service.

Option 2. Employees covered by this Agreement upon separation of service and PERS service retirement may elect to receive payments over time which shall be used solely to pay retired employee health care premium charges in excess of the District's contribution. In the event of an employee's death, any remaining amounts

of said unused leaves shall be forwarded in a cash payment to the employee's last known address.

6.6 Maternity Leave.

- a. Definition. Maternity leave is defined as the absence from duty for a reasonable period of time, not to exceed four (4) months, due to an actual disability on account of pregnancy, childbirth, or related medical condition. Regular employment status female employees are eligible for maternity leave in accordance with the provisions of the California Government Code Section 12945.
- b. Time Period. The time period for maternity leave shall not exceed four (4) calendar months.
- c. Charged To. All maternity leave may be charged to the employee's prior accumulated sick leave and annual leave credits. Any maternity leave not covered by sick leave and/or annual leave credit shall be considered authorized leave in accordance with Section 6.12 of this Agreement.
- d. Reasonable Notice. The employee is required to give the District reasonable notice of the date such leave shall commence and the estimated duration of such leave. The District Manager shall approve such leave request if in compliance with this section.

6.7 Family Medical Leave. In accordance with the Federal Family and Medical Leave Act and the California Family Rights Act, the District will grant job protected unpaid family and medical leave to eligible employees for up to twelve (12) weeks (continuous or cumulative), per twelve (12) month calendar year period for any one or more of the following reasons:

- a. The birth of a child and in order to care for such child or the placement of a child with the employee for adoption or foster care (leave for this reason must be taken within the twelve (12) month period following the child's birth or placement with the employee); or
- b. In order to care for an immediate family member (spouse, domestic partner, child, or parent) of the employee if such immediate family member has a serious health condition; or
- c. The employee's own serious health condition that makes the employee unable to perform the functions of his/her position.

Conditions covering the leave shall include the following:

- a. Eligible employee means having been employed by the District for twelve (12) months and has actually worked for at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the leave;

- b. Employees are required to provide the District with medical verification supported by a certification from the health care provider for any leave taken relative to this section.
- c. Employees are required to give at least thirty (30) days written notice in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much written notice as is practicable.
- d. Employees are required to use accrued annual leave as a part of the family leave period. Use of sick leave is not required, but may be used pursuant to the applicable provisions of this Agreement.
- e. Pregnancy disability is not covered under this section and is covered by the California Fair Employment and Housing Act which allows up to four (4) months of leave depending on the actual disability (see Section 6.6).
- f. Employees retain "employee" status while on family care leave. The leave does not constitute a break in service for purposes of longevity, and/or seniority. Upon return to work, employee will be reinstated to an equivalent position with equivalent pay and benefits.
- g. Any request for additional leave may be made pursuant to Section 6.12.
- h. Any other conditions or interpretations of this leave shall be based upon the Federal Family and Medical Leave Act and the California Family Rights Act. The District will comply with all legal obligations and requirements pursuant to the Federal Family and Medical Leave Act and the California Family Rights Act.

6.8 Failure to Return. Any employee who fails to return to duty at the time specified on application of authorized annual, sick, maternity, administrative or other leaves of absence shall be considered to have resigned from service with the District in the absence of evidence of extenuating circumstances.

6.9 Workers Compensation.

- a. Provision. For all employees covered by this Agreement the District shall provide Workers Compensation Insurance.
- b. Notification. Any employee who is injured on the job or becomes ill from job-related causes shall be responsible for notifying the District Manager at the earliest opportunity.
- c. Benefits. Any employee who suffers bodily injury or illness occurring in the course and scope of employment as contemplated by the Worker's Compensation Law of the State of California shall be entitled to benefits as provided by that Law. If the employee wishes to go to their own doctor, the employee must have a fully executed copy of the District's Pre-Injury Personal Physician Pre-Designation of Work Related Injury Form placed in the employee's District personnel file before an injury occurs. Said form shall indicate the name, address and phone number of the physician. If said form is

not in the file, the employee must go to the employer's doctor for the first 30 days.

- d. Leave of Absence. A leave of absence for an industrial injury or illness shall not be considered a break in service. Employees paid disability compensation as stipulated by California State Law will be allowed to supplement such compensation to full base salary with accrued sick leave, administrative leave or annual leave.

6.10 Holidays.

- a. Approved Holidays. The following shall be paid holidays.

1. December 31, the day before New Year's Day
2. New Year's Day, January 1
3. Martin Luther King's Birthday, third Monday in January
4. President's Day, third Monday in February
5. Cesar Chavez Day, March 31
6. Memorial Day, last Monday in May
7. Independence Day, July 4
8. Labor Day, first Monday in September
9. Veteran's Day, November 11
10. Thanksgiving Day, fourth Thursday in November
11. Friday after Thanksgiving
12. Day before Christmas, December 24
13. Christmas Day, December 25

- b. Holiday Observance. When an approved holiday falls on a Saturday, the holiday will be observed on the preceding Friday. If the holiday falls on a Sunday, the holiday will be observed on the following Monday. The District Office may observe additional State or local holidays as established pursuant to Government Code Section 6700 if approved by the Board of Directors.

The following rules shall apply in conjunction with the December 24-25 and December 31-January 1 holiday periods.

1. When December 25 or January 1 fall on a Saturday, the previous Thursday and Friday shall be observed and credited as holidays.
2. When December 25 or January 1 fall on a Sunday, the previous Friday and following Monday shall be observed and credited as holidays.
3. When December 25 or January 1 fall on a Monday, the following Tuesday shall be observed and credited as a holiday.

- c. Annual or Administrative Leave Periods. In the event an approved holiday occurs during the period an employee is on authorized annual leave or administrative leave, such holiday shall be considered as a holiday and shall not be counted as part of the employee's annual leave or administrative leave.
- 6.11 Unauthorized Leave. Unauthorized leave is leave without authorized approval. No benefits shall accrue during a period of unauthorized leave.
- 6.12 Authorized Leave. Authorized leave is without pay and benefits, except as provided herein and may be granted by the District Manager for a period not to exceed six (6) calendar months during any twenty-four (24) month consecutive period unless otherwise approved by the District Manager due to extenuating circumstances. No authorized leave shall be granted except upon written request by the employee to the District Manager setting forth the reasons for the requested leave. During the first three (3) months of said authorized leave, for all employees covered by this Agreement and eligible for group medical, group vision, group dental and group life insurance, the employee shall be eligible to maintain group medical coverage pursuant to CalPERS rules and regulations. Employees granted Authorized Leave who wish to continue group medical insurance coverage while in a non-pay status shall be required to submit to CalPERS a Direct Payment Authorization Form, and make group medical insurance premium payments directly to CalPERS. The District shall reimburse the employee for the actual cost of said group medical insurance premium payments in accordance with applicable provisions of this Section. District shall maintain and pay all premium costs associated with the employee portion of coverage for group vision, group dental and group life insurance programs. Solely for the purpose of this Section, the premium costs for the employee's dependent(s) portion of coverage associated with said aforementioned group insurance programs shall be the sole responsibility of the employee granted authorized leave.

In addition, during the first six (6) months of said authorized leave, for all employees covered by this Agreement and eligible for long term disability insurance program, the District shall maintain and pay the premium cost of long term disability insurance program.

Annual leave and all other benefits as defined herein shall not accrue during authorized leave unless explicitly stated to the contrary within this Section. Time spent on authorized leave shall not be considered as time worked relative to advancement in job classifications, pay levels, longevity, or probationary period.

- 6.13 Military Leave. Military Leave, and regulations for payment pertaining thereto, shall be in accordance with the provisions of all applicable State and Federal Military Leave Codes.

- 6.14 Court Leave. Court Leave is granted for the purpose of attending court for jury duty. Court Leave will be granted without any loss of credit for other leaves of absence or credit for the employee's length of service. All employees covered by this Agreement shall be required to notify their immediate supervisor in advance, at the earliest opportunity, of the need for time off due to jury duty. A copy of the jury summons shall accompany the advance request for Court Leave. The employee will be required to produce a certificate from the court which shows the actual dates of attendance and an itemized account of any compensation received for such service. The employee will receive their regular compensation; however, any compensation received for jury duty by the employee from the court system shall be turned over to the District. It is the employee's responsibility to report for work if released from jury duty prior to the end of the normal work day.
- 6.15 Catastrophic Leave Program. The purpose of the Catastrophic Leave Program is to permit salary and benefit continuation for employees covered by the Agreement who have exhausted all paid leave due to their own serious illness or injury. All regular status employees may contribute prior accumulated Annual Leave time in hourly units, with a minimum donation of eight (8) hours. The annual maximum donation by any one (1) employee during any one (1) calendar year period (January 1-December 31) shall be fifty percent (50%) of the donor's annual leave accrual balance entitlement or fifty percent (50%) of the donor's annual leave balance at the time of transfer, whichever is less.

SECTION 7 - INSURANCE

- 7.1 Life Insurance. During the term of this Agreement the District shall provide each active full time regular employment status employee covered by this Agreement with a paid \$50,000 group life insurance policy. District reserves the right to provide this group insurance through a self-insurance plan or a policy through an insurance company selected by the District.
- 7.2 CalPERS Group Medical Insurance. During the term of this Agreement the District shall maintain a group medical insurance policy in accordance with the provision of this Section for each active full time regular employment status employee covered by this Agreement and covered employee dependents as defined in Section 7.6, Covered Employees and Dependents, of this Agreement. The District will provide medical insurance through the California Public Employees' Retirement System (CalPERS). The District's premium contribution toward medical coverage will be one hundred seventy five dollars per month (\$175.00 /month).

The District will also make available, in accordance with all applicable provisions of this section, a Flexible Benefits Plan (“Cafeteria Plan”) to each active full time regular employment status employee covered by this Agreement.

Effective January 1, 2015 the amount of the District’s Cafeteria Plan contribution will be as follows

- a. Employee only; \$541.00/month
- b. Employee and 1 dependent; \$1129.00/month
- c. Employee and 2+ dependents; \$1460.00/month.

Effective January 1, 2016 the amount of the District’s Cafeteria Plan contribution will be as follows:

- a. Employee only; \$ 568.00/month.
- b. Employee and 1 dependent; \$1185.00/month
- c. Employee and 2+ dependents; \$1533.00/month.

Each employee covered by this Agreement shall have the option, which may be exercised no more frequently than once each calendar year during an “open” enrollment period as determined by CalPERS and/or the District, to select any medical plan provided by CalPERS. The District shall only contribute an amount up to, but not in excess of, the \$ 175.00 Monthly premium contributions and the cafeteria plan contribution, which the District would normally contribute on behalf of the employee and dependents.

Employees may also elect the following optional benefits if the employees have surplus cafeteria funds remaining after electing medical insurance coverage:

- 1. Medical reimbursement account
- 2. Dependent care assistance plan
- 3. Accident insurance made available by the District
- 4. Other eligible benefits made available by the District through the cafeteria plan

Employees who wish to participate in the optional benefits in the Cafeteria Plan, but do not have any surplus cafeteria funds, can elect to have pre-tax deductions in an amount to cover the cost of their elections.

Employees may elect not to be covered by the CalPERS medical insurance plan, provided they provide proof to the District of dual coverage from CalPERS or other approved medical coverage. Employees who decline medical insurance

coverage will be eligible to receive \$175.00 per month from the aforementioned optional pretax benefits and/or a taxable cash-out benefit.

- 7.3 Group Vision Insurance. During the term of this Agreement the District shall maintain a group vision insurance policy and shall pay all premium costs for each active full time regular employment status employee covered by this Agreement and covered employee dependents as defined in Section 7.6, Covered Employees and Dependents, of this Agreement. District reserves the right to provide this group insurance through a self-insurance plan or a policy through an insurance company selected by the District.
- 7.4 Group Dental Insurance. During the term of this Agreement the District shall maintain a group dental insurance policy and shall pay all premium costs for each active full time regular employment status employee covered by this Agreement and covered employee dependents as defined in Section 7.6, Covered Employees and Dependents, of this Agreement. District reserves the right to provide this group insurance through a self-insurance plan or a policy through an insurance company selected by the District.
- 7.5 Long-Term Disability Insurance. For all employees covered by this Agreement, the District shall pay all costs of a long-term disability insurance program. The long-term disability insurance shall be provided on the same terms as other insurance benefits.
- 7.6 Covered Employees and Dependents. For the purpose of medical, dental and vision insurance and all other plans providing dependent coverage, an employee's dependents shall be defined by the evidence of coverage as provided by the applicable insurance carrier.
- 7.7 Retired Employee Medical Insurance. Effective from the date of final approval by the Board of Directors of the San Lorenzo Valley Water District all employees covered by this Agreement who retire under the provisions of the District's retirement plan contract with PERS, said employees are currently eligible to continue PERS medical plan coverage. The District will provide a medical premium contribution for those retirees who are covered by the PERS medical plan in accordance with the following schedule of service with the District:

a. Less than 15 years of service	\$175.00 month
b. 15 to 24 years of service	\$ 225.00 month
c. 25+ years of service	\$ 275.00 month

- 7.8 Miscellaneous. The failure of any insurance carrier to provide any benefit for which it has contracted shall result in no liability to the District.
- 7.9 Interviewing Committee. A Management/Confidential Employees Unit representative shall be a member of the Interviewing Committee to recommend medical and dental insurance and retirement programs.

SECTION 8 - OTHER BENEFITS

- 8.1 Social Security (FICA). Each employee covered by this Agreement shall pay that employee's share of the contribution to FICA.
- 8.2 CalPERS Retirement Contribution. During the term of this agreement, the District may notify the Unit in writing of any mandated PERS pension reform requirements that necessitate a change to the MOU. In the event of a PERS change, the parties agree to meet and discuss the effects of the change. The District shall make subsequent change to the MOU.
- 8.3 Tier 1: The District shall maintain Public Employees' Retirement System (PERS) benefits for classic employees covered by this MOU who are first employed by the District before effective date of the PERS contract amendment discussed in amendment 8.4 below, based upon the 2% @ 55 benefit formula. The formula shall be based upon a three (3) year average salary. Employees covered by this MOU shall be responsible for the full 7% PERS member contribution. The District shall pay 0%.
- 8.4 Tier 2: Effective January 1, 2013, the District shall amend its agreement with Public Employee Retirement System (PERS) to implement the retirement formula under Government Code Section 21535 (2% @ 62) for miscellaneous employees. The formula shall be based upon a three (3) year average salary. These changes shall apply to all new PERS members' miscellaneous eligible employees. All employees covered by this MOU shall be responsible for the full 7% PERS member contribution. The District shall pay 0%.
- 8.5 Deferred Compensation. Any employee of the District may, on a voluntary basis, enroll in a deferred compensation program offered through ICMA Retirement Corporation and/or CalPERS. An amount specified by the employee will be deducted from the employee's earnings each pay period and placed into the deferred compensation plan until such time as the employee leaves the services of the District either by separation of service or retirement.
- 8.6 Supplemental Group Life Insurance. Any employee of the District may, on a voluntary basis, enroll in a supplemental group life insurance program. Upon written approval of the employee an amount specified by the employee will be

deducted from the employee's earnings each pay period and placed into a supplemental group life insurance program until such time as the employee leaves the service of the District either by separation of service or service retirement.

- 8.7 Uniform/Safety Shoe Allowance. The following position classifications covered by this agreement shall be eligible for uniform allowance:

Director of Operations Deputy
Director of Operations
Engineering / GIS Manager
Field Services Supervisor
Water Treatment and System Supervisor

District uniforms shall consist solely of clothing articles approved by the District Manager and shall include, but not be limited to blue denim pants, work appropriate shorts, shirts, outerwear, and baseball caps. District safety shoes shall be approved by the District Manager. Each employee required to wear District approved uniforms and safety shoes shall receive District issued uniforms and/or purchase safety shoes in a combined sum not to exceed six hundred seventy five (\$675.00) per fiscal year (July 1-June 30). Employees shall be solely responsible for laundering of such uniform articles. Employees required to wear a District approved uniform shall be responsible for reporting to work in a clean and neat fashion and maintain a serviceable uniform. The District shall replace uniform clothing articles for normal wear and tear resulting from District work activities up to the total amount of the annual uniform allowance. The purchase of safety shoes shall be limited solely to the period from July 1 to May 15 of each fiscal year.

Employees who fail their probationary period or resign from the service of the District within one (1) calendar year of their date of hire shall pay back all uniform allowance cost expensed by the District on behalf of said employee. The aforementioned uniform allowance for new hires shall be prorated on a month-by-month basis. District issued uniforms shall be considered District property. The District Manager will determine the presentability of District uniforms. Any employee observed in unpresentable uniform clothing shall be required to immediately change into acceptable attire on that employee's own time in the absence of evidence of extenuating circumstances.

- 8.8 Food Cost Reimbursement. All employees covered by this Agreement shall be entitled to a reimbursement for food costs not to exceed \$15.00, in the following circumstances: 1) after working twelve (12) or more hours on a regular work day; and 2) after working in excess of four (4) hours on a day that is not a regularly-scheduled work day. Receipts shall be submitted, along with an expense report to the Manager for approval prior to reimbursement.

- 8.9 Flexible Spending Plan. Subject to all applicable Internal Revenue Service guidelines and any and all other federal, state and/or local laws or regulations regarding the administration of such flexible spending plans, the District will establish and maintain a flexible spending plan which allows employees covered by this Agreement the option to set aside a pretax salary reduction for applicable eligible benefits. It is understood that if a third party administration is retained to provide said service, any service or administration fees will be mutually agreed to by both parties. The District retains the right to select and change the third party administrator as necessary

SECTION 9 - DISCIPLINARY ACTION

- 9.1 Notification of Disciplinary Action. The District may take disciplinary action for just cause against any employee who has completed their probationary period by notifying the employee of the action in writing. Employees who have not completed their probationary period pursuant to Section 3.4, Probationary Period, of this Agreement, may be terminated at any time for any cause, without prior notice and without right of grievance, hearing or appeal. Notification of intended disciplinary action must be in writing and served on the employee in person or by registered mail at least seventy-two (72) hours prior to effective date of the intended disciplinary action, except in an emergency situation, unless otherwise mutually agreed to by the parties. The notice must be included in the employee's personnel file, and shall include the following:
- a. Nature of Action. A statement of the nature of the disciplinary action. Disciplinary action is defined as demotion, discharge, reduction in pay, letters of reprimand and/or suspension.
 - b. Effective Date. The effective date of action, which shall be at least seventy-two (72) hours after notice of intended discipline, is served on the employee, except in an emergency situation.
 - c. Basis for Action. A statement in ordinary and concise language of the act or the omissions upon which the disciplinary action is based.
 - d. Representation. A statement that any employee may be represented by any representative of the employee's choosing relative to disciplinary action. The employee shall provide written notice relative to designated representation.
 - e. Entitlement to Meet with District Manager. A statement that the employee has the right to respond orally or in writing to the charges prior to said disciplinary action being taken. The employee shall advise the District Manager of the request for a meeting within seventy-two (72) hours after receiving the notice. If, at the employee's option, there is no meeting, the District Manager shall advise the employee in writing within five (5) calendar days after the seventy-

two (72) hour period expires, of his/her decision regarding the intended disciplinary action.

SECTION 10 - GRIEVANCE PROCEDURE

- 10.1 Purpose. The purpose of this grievance procedure is to provide the employee with a prompt and effective procedure that will facilitate a successful resolution of problems that may arise during the course of employment.
- 10.2 Definition. A grievance is defined as a dispute or an allegation by an employee or a group of employees with respect to a single common issue against the District alleging that an expressed written provision of this Agreement has been violated, misinterpreted or misapplied.
- 10.3 Representation. Grievant(s) may be represented by any representative of the grievant(s) choosing in preparing and presenting a grievance. The employee(s) shall provide the District Manager with advanced written notice relative to designated representation pursuant to grievance procedures.
- 10.4 Time Limitations. No grievance shall be entertained or processed unless said grievance is filed in writing pursuant to Section 10.5, Step One of this Agreement, within forty-five (45) calendar days after the date of the occurrence or within forty-five (45) calendar days after the concerned employee(s) became aware of, or should have been reasonably expected to have become aware of, the events giving rise to or surrounding the alleged grievance.
- If a grievance is not presented within the time limits set forth in this Section, it shall be rejected and not processed further. If a grievance is not appealed to the next step of the grievance procedure within the specified time limit or any mutually agreed extension thereof, said grievance shall be considered settled on the basis of the last answer.
- 10.5 Step One. Informal Procedure. Before proceeding to the formal grievance procedures any employees covered by this Agreement shall act promptly through an informal meeting with the District Manager to discuss and attempt to resolve the matter before it becomes the basis for a formal written grievance reduced to writing. Any resolution reached at this informal procedure must be in accordance with the provisions of this Agreement. The time limitations specified in Section 10.4, Time Limitations, of this Agreement shall include all time expended during this informal procedure.

10.6 Step Two. Any employee(s) covered by this Agreement who has a grievance shall submit it immediately to the District Manager. The grievance shall be in writing, signed by the aggrieved employee(s), and shall contain the following information:

- a. The name of the grievant(s)
- b. Specific nature of the grievance
- c. The date, time and place of occurrence
- d. Specific provision(s) of this Agreement alleged to have been violated, misinterpreted or misapplied
- e. Steps, if any taken to secure informal resolution
- f. The corrective action desired
- g. The name of any person or representative chosen by the employee to enter grievance

The District Manager shall make a decision regarding the grievance and shall provide the employee(s) with a written notice of such decision within fourteen (14) calendar days after presentation of the grievance.

10.7 Step Three. If the grievance is not settled and the employee(s) wishes to appeal the grievance to the Board of Directors, it shall be referred in writing to the Board within fourteen (14) calendar days of the District Manager's written decision. Appeals to the Board shall be in writing, signed by the aggrieved employee(s) and explain the matter appealed, setting forth a statement of desired corrective action. The Board of Directors shall make a decision and shall provide the employee(s) with a written notice of such decision within twenty-one (21) calendar days.

10.8 Arbitration. If the grievance is not settled in accordance with the foregoing procedures, the employee(s) may within fourteen (14) calendar days request that the matter be submitted for binding arbitration, within the limits of this Agreement, to the California State Conciliation Service or other service mutually agreed to by both parties. Said request for arbitration shall be filed in writing with the California State Conciliation Service and a written copy thereof served at the same time and manner on the District Manager. Upon receipt of a written request for arbitration, the District and the Organization shall select a mutually agreeable impartial arbitrator. Within ten (10) calendar days after receipt of the written request for arbitration, either party may request the State Mediation and Conciliation Service to submit a list of nine (9) representative arbitrators. Each party may alternatively scratch names from the list, the first scratch being elected by lot, and the person remaining after each party has scratched four (4) names shall be the arbitrator. It is the intent of the parties that the selection process shall be completed within thirty (30) calendar days of the receipt of the written request for arbitration,

- 10.9 Limitations on Authority of Arbitrator. The purpose of this Section is to allow the arbitrator to act in a judicial not legislative capacity to interpret the meanings of this Agreement. The arbitrator shall not render findings different from the Agreement, ordinances and/or resolutions. The arbitrator shall have no right to amend, modify, nullify, ignore, add to and/or subtract from the provisions of this Agreement, District resolutions, or District ordinances. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation and/or misapplication of the specific provisions of this Agreement. The arbitrator shall only consider and make a decision with respect to the specific issue(s) submitted, and shall have no authority to make a decision on any other issue(s) which has not been submitted. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with in anyway, any applicable laws or rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall submit in writing a decision within thirty (30) calendar days following close of the hearing, or the submission of briefs by the parties, whichever is later, unless the parties mutually agree to a written extension thereof. The decision shall be based solely upon the arbitrator's interpretation of the meaning or application of the express terms of the Agreement to the facts of the grievance. Any decision or award of the arbitrator rendered within the limitations of this Section shall be final and binding upon the District and employee(s) covered by this Agreement.
- 10.10 Payment for Arbitrator. The fee and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the District and the employee(s); provided, however, that each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript. The employee(s) shall make their one-half payment within fourteen (14) calendar days of District's payment. If the arbitrator renders findings for the employee(s), the District shall pay the full amount of the arbitration fees.

SECTION 11 - SEPARATION OF SERVICE

- 11.1 Termination by Employer. The District Manager shall have full power and authority to discharge for just cause any employee covered by this Agreement.
- 11.2 Termination by Employee, Adequate Notice. Any employee covered by this Agreement wishing to leave the service of the District in good standing shall file a written resignation with the District Manager at least fourteen (14) calendar days before leaving the service of the District.

SECTION 12 - MISCELLANEOUS


- 12.1 Outside Employment. In the event an employee covered by this Agreement is self employed or accepts employment other than the District which affects their duties under the terms of this Agreement, said employee shall be considered to have resigned from the service of the District in the absence of evidence of extenuating circumstance. A leave of absence will not be granted to enable an employee to accept employment elsewhere or for self-employment.
- 12.2 Vehicle Assignment. The Director of Operations shall be assigned a District vehicle to maintain communication contact with District personnel. The vehicle may be used after normal working hours within the area of residency requirement for the District pursuant to Section 3.1 of this Agreement.
- 12.3 CalPERS Pre-Tax Payroll Deduction Plan. Pursuant to all applicable CalPERS rules and regulations, the District agrees to initiate a request to participate in the PERS Pre-Tax Payroll Deduction Plan for service credit purchase(s). It is expressly understood by both parties that authorization and approval of said plan is the jurisdiction of CalPERS.
- 12.4 Entire Agreement. This Agreement which establishes and authorizes wages, hours and other terms and conditions of employment for those employees in the classification of positions set forth in Appendix "A" attached hereto and incorporated herein, completely supersedes and cancels all prior practices and agreements whether written or oral, howsoever the same may be expressed, which are contrary to or in conflict with this Agreement, including resolution and ordinances of the Board of Directors, unless expressly stated to the contrary herein and this Agreement is the complete and entire Agreement between the parties and concludes collective bargaining for its term. The parties hereby acknowledge that during negotiation which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject not removed by law and that the understanding and agreement arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, both parties for the duration of this Agreement, each voluntarily and unqualifiedly waive the right to bargain collectively and each agree that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, including the impact of the District's exercise of its rights as set forth herein on wages, hours, terms and conditions of employment.

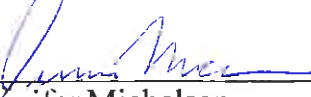
Notwithstanding the above, the Parties agree that nothing in this Agreement shall be construed as a waiver by the Organization of its rights to meet with the District

over changes the District proposes to make regarding mandatory subjects of bargaining.

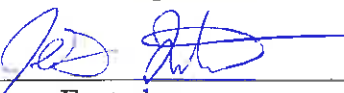
DATED:

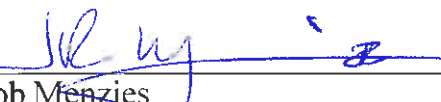
MANAGEMENT EMPLOYEES:



Holly Morrison
Administrative Assistant/District Secretary



Jennifer Michelsen
Administrative Environmental Analyst


Rick Rogers
Director of Operations

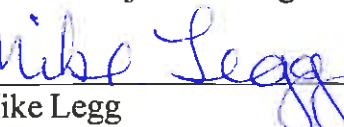

James Furtado
Deputy Director of Operations


Rob Menzies
Engineering Manager



Leonard Kuhnlein
Field Services Supervisor



Stephanie Hill
Finance Manager



Joel Busa
Special Projects Manager


Mike Legg
Water Treatment and Systems Supervisor

SAN LORENZO VALLEY WATER DISTRICT:


Deborah Glasser
District Chief Negotiator


Margaret Bruce
President of the Board


Brian C. Lee
District Manager

APPENDIX "A"

CLASSIFICATIONS REPRESENTED BY SAN LORENZO VALLEY WATER DISTRICT MANAGEMENT, SUPERVISORY AND CONFIDENTIAL EMPLOYEE'S ORGANIZATION

ADMINISTRATIVE ASSISTANT/DISTRICT
SECRETARY ADMINISTRATIVE/ENVIRONMENTAL
ANALYST DIRECTOR OF OPERATIONS
DEPUTY DIRECTOR OF OPERATIONS
ENGINEERING/GIS MANAGER
FIELD SERVICES SUPERVISOR
FINANCE MANAGER
SPECIAL PROJECTS MANAGER
WATER TREATMENT AND SYSTEMS SUPERVISOR

APPENDIX "B"
SAN LORENZO VALLEY WATER DISTRICT
SALARY SCHEDULE
EFFECTIVE NOVEMBER 1, 2014

RANGE	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
233	Director of Operations	7953	8350	8768	9206	9667	10150	10658
226	Special Projects Manager	6912	7257	7621	8001	8402	8822	9263
196	Administrative/Environmental Analyst	625	6957	7304	7670	8053	8456	8879
195	Finance Manager	6582	6911	7257	7620	8001	8401	8821
186	Deputy Director of Operations	6372	6690	7025	7375	7744	8132	8539
183	Water Treatment and System Supervisor	6143	6451	6773	7112	7467	7841	8233
176	Engineering/GIS Manager	6008	6308	6623	6954	7302	7667	8050
166	Electrician/Instrumentation Technician	5560	5838	6130	6436	6758	7096	7451
166	Field Services Supervisor	5560	5838	6130	6436	6758	7096	7451
163	Senior Water Treatment and System Operator	5520	5796	6086	6390	6710	7046	7397
159	Network Specialist	5365	5633	5914	6210	6521	6847	7189
148	GIS/Engineering Technician	5080	5334	5601	5881	6175	6483	6808
144	Water Treatment and System Operator	5018	5269	5533	5809	6100	6405	6725
134	Senior Field Services Worker	4756	4994	5244	5506	5781	6070	6374
128	Administrative Assistant/District Secretary	4724	4961	5209	5469	5743	6030	6331
120	Customer Service Field Representative	4432	4653	4886	5130	5387	5656	5939
120	Field Services and System Coordinator	4432	4653	4886	5130	5387	5656	5939
120	Senior Customer Service/Account Specialist	4432	4653	4886	5130	5387	5656	5939
110	Field Services Worker II	4221	4432	4654	4886	5131	5387	5657
101	Customer Service/Account Specialist	4028	4229	4441	4663	4896	5141	5398
100	Field Services Worker I	4018	4218	4429	4651	4883	5127	5384

District Manager Annual Contracted Salary is \$165,000

District Counsel monthly retainer is \$3,500

APPENDIX "B"
SAN LORENZO VALLEY WATER DISTRICT
SALARY SCHEDULE
EFFECTIVE OCTOBER 1, 2015

RANGE	CLASSIFICATION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
233	Director of Operations	8172	8580	9009	9459	9933	10429	10951
226	Special Projects Manager	7102	7457	7831	8221	8633	9065	9518
196	Administrative/Environmental Analyst	6807	7148	7505	7881	8274	8689	9123
195	Finance Manager	6763	7101	7457	7830	8221	8632	9064
186	Deputy Director of Operations	6547	6874	7218	7578	7957	8356	8774
183	Water Treatment and System Supervisor	6312	6628	6959	7308	7672	8057	8459
176	Engineering/GIS Manager	6173	6481	6805	7145	7503	7878	8271
166	Electrician/Instrumentation Technician	5713	5999	6299	6613	6944	7291	7656
166	Field Services Supervisor	5713	5999	6299	6613	6944	7291	7656
163	Senior Water Treatment and System Operator	5672	5955	6253	6566	6895	7240	7600
159	Network Specialist	5513	5788	6077	6381	6700	7035	7387
148	GIS/Engineering Technician	5220	5481	5755	6043	6345	6661	6995
144	Water Treatment and System Operator	5156	5414	5685	5969	6268	6581	6910
134	Senior Field Services Worker	4887	5131	5388	5657	5940	6237	6549
128	Administrative Assistant/District Secretary	4854	5097	5352	5619	5901	6196	6505
120	Customer Service Field Representative	4554	4781	5020	5271	5535	5812	6102
120	Field Services and System Coordinator	4554	4781	5020	5271	5535	5812	6102
120	Senior Customer Service/Account Specialist	4554	4781	5020	5271	5535	5812	6102
110	Field Services Worker II	4337	4554	4782	5020	5272	5535	5813
101	Customer Service/Account Specialist	4139	4345	4563	4791	5031	5282	5546
100	Field Services Worker I	4128	4334	4551	4779	5017	5268	5532

District Manager Annual Contracted Salary is \$165,000

District Counsel monthly retainer is \$3,500

**SAN LORENZO VALLEY WATER DISTRICT
EMPLOYMENT AGREEMENT
BRIAN C. LEE**

SAN LORENZO VALLEY WATER DISTRICT ("District") employs BRIAN C. LEE ("Manager") as District Manager, and Manager accepts and undertakes said employment upon the following terms and conditions to which the parties mutually agree.

1. **Term:** District employs Manager for a period of three (3) years beginning January 12, 2015 and ending January 11, 2018. Absent an agreed upon term extension six (6) months prior to the end of this Agreement, Manager shall be employed thereafter on an annual basis, the Agreement renewing annually on January 1st, unless sooner terminated as provided herein.

2. **Duties of District Manager:** The Manager shall perform all services and acts necessary or advisable to manage and conduct the District's principal mission as a water producer and retailer and shall carry out the policies and directions of a majority of the Board of Directors as may be given from time to time. The Manager shall comply with all applicable laws, rules and regulations of the State of California and all applicable local and federal government rules and regulations affecting District, and shall manage, supervise and carry out the terms and conditions of any and all agreements with Classified and Management Employees of the District which may exist from time to time. The Manager shall perform such other duties and functions and obligations as may be requested and directed by the District's Board of Directors. The Manager shall devote all of his working time to the District and shall not accept nor engage in outside employment for compensation without prior approval from the Board of Directors of the District.

3. **Compensation:** The Manager shall be compensated for the first year at the rate of One Hundred Sixty-Five Thousand Dollars (\$165,000.00) annually, payable in equal installments biweekly on the same dates that other District employees are paid. Effective January 1, 2016, and each January 1st thereafter, the Manager shall be entitled to an annual cost of living adjustment, or its equivalent, given to District employees at the discretion of the Board of Directors based upon a satisfactory performance rating from the Board of Directors. The Manager shall receive a written evaluation which relates to achievement of mutually defined goals and objectives at least once a year from the Board of Directors. At the discretion of the Board, Manager will also be eligible for up to a yearly five percent (5%) merit increase based on performance.

4. **Benefits:** The Manager shall receive other benefits provided to other District employees and the following:

(a) **Annual Leave.** In lieu of sick leave, personal business leaves, bereavement leave, and vacation, the Manager shall be granted forty-five (45) days (360 hours) of annual leave per year accumulated biweekly at 13.85 hours

per biweekly period. Any annual leave in excess of one hundred twenty (120) hours shall be paid directly to the Manager at the Manager's regular hourly rate of pay in effect at that time on the first regularly scheduled payroll date which occurs on or after July 1 of each year. Accrued annual leave shall be paid to Manager in full upon termination or separation.

(b) **Administrative Leave.** The Manager shall earn administrative leave at the rate of 1.54 hours per biweekly period. Administrative leave may be used in conjunction with annual leave.

(c) **Automobile Allowance.** The District shall pay \$350.00 monthly to the Manager as a vehicle or automobile allowance. Automobile allowance shall be paid on the first regularly scheduled payroll date of the month. When the Manager operates his own vehicle on District business, it shall be without additional compensation, except as provided in subsection (d). The Manager shall insure his private vehicle for such vehicle operation.

(d) **Business Expenses.** The District shall reimburse the Manager travel expenses for out of county travel and reasonable business expenses, supported by customary documentation, when incurred in connection with District business.

(e) **Payroll Protection Plan.** The District shall supply, at the District's expense, a payroll protection plan equal to sixty percent (60%) of the Manager's gross salary to commence sixty (60) days after the commencement of any qualifying disability.

(f) **Jury Duty.** The District will compensate the Manager the difference between his then existing compensation and whatever amounts are paid by the county, or the U.S. District Court, as the case may be, for jury duty.

(g) **Retirement Contribution.** Manager shall be responsible for the full 7% PERS member contribution. District recognizes that Manager is considered a 'classic employee', fully vested in CalPERS. Manager's CalPERS Retirement formula is 2% at 60. The formula shall be based upon a three (3) years average salary.

(h) **Membership & Dues.** The District agrees to employer's contribution for Manager's miscellaneous employee professional membership.

(i) **Life/Medical/Dental/Vision/Disability Insurance.** The District agrees to pay the cost of a life insurance policy for Manager with coverage in the amount of Fifty Thousand Dollars (\$50,000.00). The District agrees to pay all the costs of the Manager's enrollment in the California State Disability Insurance Program.

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The District agrees to pay costs of Manager's medical/dental/vision insurance as provided to all management/confidential employees.

(j) **Holiday Leave.** Manager shall be entitled to all District holiday leave.

(k) **Dues and Professional License Fees.** The Manager may request the District to compensate the Manager or reimburse him for professional memberships and professional licenses, which he obtains or renews during the course of his tenure as Manager.

(l) **Conferences, Seminars and Educational Courses.** The Manager shall be eligible for reimbursement for payment of fees or tuition for budgeted conferences, seminars and educational courses related to the business of the District subject to approval by the Board. With prior approval of the Board, the Manager will be reimbursed fifty percent (50%) of the cost of the books and tuition for educational courses leading to certificate, degree or professional licensing, upon successful completion of said courses. The Manager will be reimbursed the remaining fifty percent (50%) of the above costs after one (1) year of employment if the Manager is still employed at the District at that time.

5. **Termination.** This Agreement may be terminated by the Board of Directors at any time with or without cause, Manager being an employee at will. Cause includes, but is not limited to, the occurrence of any one of the following events:

(a) **Loss of Legal Capacity.** The loss by the Manager of legal capacity.

(b) **Breach of Duty.** The willful breach of duty by the Manager in the course of his employment, unless waived by the District.

(c) **Conviction of a Crime.** Conviction of a crime involving moral turpitude, or conviction of a crime which substantially affects the Manager's ability to satisfactorily perform his duties, including particularly, conviction of a crime involving an abuse of the Manager's office or position. In the event the Manager has been placed on paid administrative leave pending an investigation of a crime involving an abuse of his office or position, if the Manager is convicted of that crime, he shall reimburse the District for such payments.

(d) **Inexcusable Neglect.** Inexcusable neglect by the Manager of his employment duties.

(e) **Continued Incapacity.** Continued incapacity on the part of the Manager to perform his duties, unless waived by the District.

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6. **Effect of Termination on Compensation.** The Manager shall be entitled to a lump sum payment equivalent to six (6) months compensation (salary plus cash equivalent of benefits) if without cause. In the event of termination of this Agreement by the Board of Directors for cause prior to the completion of the term of employment specified herein, the Manager shall be entitled to the compensation earned by him prior to the date of termination, including accrued annual leave, and no other compensation as provided in this Agreement.

7. **Separation of Service.** The Manager may leave the services of the District in good standing prior to the termination of employment. The Manager shall file a written resignation with the Board of Directors at least Sixty (60) calendar days in advance of the effective date.

8. **Relocation Expense.** District shall pay expenses of relocation not to exceed a maximum of Five Thousand Dollars (\$5,000.00) upon written proof of such expense reasonably incurred in relocation.

9. **Entire Agreement.** This Agreement supersedes and cancels any prior agreements, whether written or oral unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties.

Executed at Boulder Creek, California on the following date:

DISTRICT MANAGER:


Dated: Dec 4, 2014



BRIAN C. LEE

SAN LORENZO VALLEY WATER DISTRICT:

Dated: Dec. 4th 2014

By: 

President, Board of Directors

MEMO

TO: Board of Directors
FROM: District Manager
SUBJECT: District Manager's 2016 Goals and Objective
DATE: February 4, 2016

RECOMMENDATION:

It is recommended that the Board of Directors review this memo and the District Manager's Goals and Objectives (to be provided at Board Meeting).

BACKGROUND:

Per contract, the Board provides a review of the District Manager's performance on a yearly basis. As a part of that yearly performance review, the Board establishes Goals and Objectives for the upcoming year.

STRATEGIC PLAN:

Element 8.0 – Organizational Health / Personnel

FISCAL IMPACT:

None

MEMO

TO: Board of Directors

FROM: District Manager

SUBJECT: District's Expectations during the Oral Communication Period of the Board of Director's meeting

DATE: February 4, 2016

RECOMMENDATION:

It is recommended that the Board of Directors review this memo and take action deemed appropriate.

BACKGROUND:

At every public meeting of the District there is a time set aside by law for the public to communicate any concerns or issues that they believe are important to the District. The agenda portion for Oral Communication reads as follows:

“This portion of the agenda is reserved for Oral Communications by the public for items which are not on the Agenda. Any person may address the Board of Directors at this time, on any subject that lies within the jurisdiction of the District. Normally, presentations must not exceed three (3) minutes in length, and individuals may only speak once during Oral Communications. No actions may be taken by the Board of Directors on any Oral Communications presented; however, the Board of Directors may request that the matter be placed on a future agenda. Please state your name and town/city of residence at the beginning of your statement for the record. “

Typically, a Board does not engage the public during Oral Communication. The intent of Oral Communication time is not to be a question and answer period. This is different from the public comment period during individual agenzized items.

The District's currently policy regarding Oral Communication reads as follows:

“ORAL COMMUNICATION

The Board of Directors encourages public participation. The Oral Communications portion of the agenda is reserved for citizen

communication on matters not otherwise on the agenda. Any person may address the Board of Directors on any subject that lies within the jurisdiction of the District during this portion of the agenda. Unless otherwise altered by the President or presiding officer, individual citizen communication during the Oral Communication portion of the agenda shall not exceed three (3) minutes in length and individuals may only speak once. The Ralph M. Brown Act (Section 54954.3 or as amended) prohibits any action being taken by the Board of Directors on any Oral Communications presented; however, the Board of Directors may request that the matter be placed on a future agenda. Each person addressing the Board of Directors shall be requested to give his or her name and address for the record, and designate the subject matter. Citizens may also address the Board of Directors on specific agenda items, including those on the consent agenda, only after first obtaining recognition by the President or presiding officer. Participation by interested citizens on specific agenda items is subject to orderly procedure, including time limits and decorum established under the authority of the President or presiding officer and applicable law.

All communications by interested citizens, whether during Oral Communications, or other items on the agenda, shall be addressed to the Board of Directors as a single body and not to individual Board members, staff or members of the audience. No person other than the Board of Directors and the person having the floor shall be permitted to enter into discussion, either directly or through a director, without the permission of the President or presiding officer. No member of the public shall approach the Board of Directors table while the Board is in session unless granted permission by the President or presiding officer. Proper decorum must be observed by Directors, staff, speakers and the audience. The President or presiding officer shall preserve order and decorum, discourage personal attacks, and confine debate to the question under discussion. The President or presiding officer, or a majority of the board, may eject from a meeting any person who becomes disorderly, abusive, or disruptive, or who fails or refuses to obey a ruling of the president regarding a matter of order or procedure. The President shall rule out of order any irrelevant, repetitive or disruptive comments. No cell phone operation or audible pager use is allowed in the Board of Directors chambers.”

It is important to establish for the public a clear understanding and expectation regarding how the Board will respond or not respond to comments or questions during Oral Communication. While each Director has a different personality and style, for clarity to the public it is important to remain consistent. Does the Board wish to

revise the current policy / agenda notice to include the following?

“During Oral Communication the Board will silently consider public comments received. Once comments have concluded the Board President may ask if any Board Member wishes to recommend a future agenda item based on communication received. The Board will not respond or discuss comments made during Oral Communication.”

STRATEGIC PLAN:

Element 6.2 – Increase Civic Understanding and Engagement

Element 9.2 – Board Development

FISCAL IMPACT:

None

M E M O

TO: Board of Directors

FROM: District Manager

PREPARED BY: Environmental Programs Manager

SUBJECT: Environmental Status Report

DATE: February 4, 2016

RECOMMENDATION:

It is recommended that the Board of Directors review and file the Environmental Department status report.

BACKGROUND:

HYDROLOGICAL ASSESSMENT

Staff has been working with Nick Johnson Principal Hydro-geologist, PhD, PG, CHg, to assess the current status of District groundwater and surface resources, in an effort to identify potential need for supplemental, optimized and more efficient water supply sources. Factors driving the District's efforts include the following:

- A substitute water supply for the Felton Service Area is needed when water-rights criteria restrict Fall Creek diversions (i.e., when San Lorenzo River flows are below seasonal thresholds).
- A supplemental water supply for the South System is needed to allow groundwater levels in the vicinity of the Pasatiempo wells to recover and stabilize following fairly steady declines over the past 25 years.
- Supplemental supplies are needed during drought periods, given the supply limitations experienced during recent years (e.g., minimal available diversions, Olympia well field drawdown).
- Supplemental supplies are potentially needed to meet the additional water demands associated with SLVWD's recent and expected annexation of other water supply systems (e.g., the Lompico Water District).
- Supplemental supplies, and/or increased optimization and efficiency of existing supplies, may be needed to offset potential future water-rights modifications that may limit stream diversions.

WATERSHED MANAGEMENT

Staff is coordinating permits for the long-term broom management on the Olympia Watershed. Staff will be issuing an RFP for CEQA documents to be developed following the finalization of the Management Plan.

NOAA MULTISPECIES PUBLIC DRAFT RECOVERY PLAN: CENTRAL CALIFORNIA COAST STEELHEAD DPS

Staff has submitted comments on the Draft NOAA Multispecies Recovery Plan. Comment period closed on January 18, 2016. Don Alley provided comments which were discussed at the January Environmental Committee Meeting.

2010 URBAN WATER MANAGEMENT PLAN (UWMP)

In January, Staff met with DWR and our consultant Nick Johnson to discuss DWR's findings upon review of the 2010 UWMP. DWR identified a few items which were omitted from the adopted document and required that the District prepare an addendum, which will go through a public review period and adopted in a public hearing. Staff has provided the addendum in this agenda, and hopes to begin the public review process.

2015 URBAN WATER MANAGEMENT PLAN (UWMP)

An RFP for the 2015 UWMP is expected to be issued in February 2016.

GRANT PROGRAMS

Staff is preparing for the 2016 Classic Watershed Education Grant series, which will begin February 2016.

PROBATION TANK MITIGATION

Following unanimous board approval of the Draft HCP for the Probation tank replacement on August 20, 2015, it was submitted to the United States Fish and Wildlife Service (USFWS) for review. USFWS has confirmed the receipt of the HCP and notified the District that they are backlogged and will not complete review until August 2016. Some minor changes have occurred to the design footprint of the project area, which resulted in minor changes to the HCP. Modifications have been made and the HCP was resubmitted to USFWS. The agency has confirmed receipt and assured the District that changes incurred will not affect our place in line and will not change our timeline for review. Revised HCP will be available on the website.

WATER CONSERVATION

The District is partnering with the California Native Grasslands Association and the State Department of Water Resources and the Water Conservation Coalition of Santa Cruz County to offer a lawn replacement workshop called California's New Front Yard: Creating a Low Water Landscape. The workshop will take place on Thursday, February 11, 2016 at the UCSC Arboretum. The workshop is suitable for homeowners and landscape professionals alike. Morning talks will be followed by instructor-led activities and arboretum tours. Cost is \$25-30. More information is available on our website. SLVWD.COM.

The first quarter of fiscal year 2015/16 proved to be extremely successful for the water conservation rebate program. So much that the budget of \$20,000 was expended and the Board voted to add an additional \$41,000 to the budget to cover the rebate applications already accepted and in process. On October 15th the board voted to

suspend the Water Conservation Rebate program until fiscal year 2016/17. Nevertheless, customers have continued to contact the District requesting rebates, and are being asked to come back in July 2016. This will result in another flood of rebate applications in the first quarter of the coming fiscal year when the rebate program is reinstated.

2015 being the 4th consecutive year of drought, and the 7th year of drought in the past nine years, the District realized water resources in the Valley are extremely strained. Having the rebate program suspended for most of the year presents a missed opportunity in a time when our customers are highly motivated to use water efficiently, and are most prepared to invest in infrastructure improvements to see water savings in their homes.

Staff continues to coordinate with the Water Conservation Coalition for a collaborative regional public outreach campaign. The District continues to support Cabrillo College water conservation/landscape course work. Spring classes are scheduled to begin in March. Registration deadline is February 29th at:
<http://www.cabrillo.edu/services/extension/green.html>

FALL CREEK FISH LADDER

Staff met with regulatory agencies including CDFW and NMFS, planning agencies including the County, RCD and the design consultants to coordinate the finalization of the 100% specifications for modifications to the Fall Creek Fish Ladder. Modifications are required to meet required six inch jump heights to allow juvenile steelhead passage upstream of the districts diversion. In the final stretch of a 3 year planning process, NOAA National Marine Fisheries Service announced that the district will not be allowed to move forward with construction of the fish ladder modifications until we acquire a biological opinion through individual consultation through NMFS. This will require the Army Corps of Engineers to be the lead federal agency on the project. This permit requirement means we will not be able to take advantage of the RCD's streamlined permit coordination program. Notification of such requirements at such a late time, 2 months before the District was to go to bid for the project, will delay the project for an unknown term until all permits can be acquired from various agencies. The District is committed to providing juvenile passage to steelhead in Fall Creek and will continue to pursue permits to implement construction in summer 2017.

PUBLIC OUTREACH/ DROUGHT OUTREACH

- Staff help to coordinate and participated in Connecting the Drops, a county wide forum on Water issues in Santa Cruz County on January 28, 2016.
- E Newsletters are sent out to over 3000 customer email addresses monthly or bi-monthly.
- The District Facebook page and website are updated regularly (3-5 times per week).
- Media Alerts have been published in local papers regarding:
 1. SLVWD Provides Safe Reliable Drinking Water



SAN LORENZO VALLEY WATER DISTRICT

13060 Highway 9 • Boulder Creek, CA 95006-9119
Office (831) 338-2153 • Fax (831) 338-7986
Website: www.slvwd.com

January 15, 2016

Recovery Team
National Marine Fisheries Service
777 Sonoma Avenue
Santa Rosa, CA 95404

Attention Recovery Team,

Thank you for the opportunity to review and comment on the Draft Steelhead Recovery Plan. We wish to submit the following recommendations and comments developed by D.W. ALLEY & Associates. They pertain to the public draft of the Endangered Species Act Coastal Multispecies Recovery Plan for the California Coastal Chinook salmon (*Oncorhynchus tshawytscha*) Evolutionarily Significant Unit (ESU), the Northern California steelhead (*O. mykiss*) Distinct Population Segment (DPS), and the Central California Coast steelhead (*O. mykiss*) DPS. As an agency that includes protection of natural resources and water quality in our mission statement, we fully endorse the recommendations and comments contained in Mr. Alley's thorough review. He has worked with the San Lorenzo River steelhead fishery for 30+ years and his work is referenced throughout the plan. We hope that you will consider the recommended changes/additions to the recovery plan. In so doing, the National Marine Fisheries Service will provide a more complete and successful guide to salmonid restoration in the San Lorenzo River Watershed.

Sincerely,

A handwritten signature in blue ink that reads "Jen Michelsen".

Jen Michelsen
Environmental Programs Manager
San Lorenzo Valley Water District

**Comments and Recommendations to the Draft Multispecies Recovery Plan for
the San Lorenzo River Watershed
18 January 2016**

(We wish to acknowledge the San Lorenzo Valley Water District for funding the preparation of recommendations and comments in this review. The District is in full support of the contents of this review.)

TABLE OF CONTENTS

SUMMARY4

ADDITIONAL RECOMMENDED RECOVERY ACTIONS6

RESPONSE FORMAT9

A. Volume I. Comments on Methods Section and Tables for Viability and Threats10

Habitat Complexity10

Impervious Surfaces11

Agriculture11

Timber Harvest.....12

Urbanization.....13

Canopy Cover (Stream Shading).....14

Water Temperature15

Juvenile Densities.....18

B. Volume IV. Comments for Description of San Lorenzo River Steelhead Population21

C. Volume IV. Comments on Santa Cruz Mountains Diversity Stratum Results24

D. Review of Tables 3 and 4 of DPS CAP Viability Results30

E. Review of Steelhead Historical Intrinsic Potential33

F. Review of the San Lorenzo River CAP Threat Results Table39

G. Review and Comment on San Lorenzo River Recovery Action Table40

REFERENCES CITED47

Appendix A. Board Feet of Timber Harvested 1994-2009 in Santa Cruz County51

Appendix B. Timber Production Zoning52

Appendix C. Photographs of Logging Operations in the Santa Cruz Mountains55

SUMMARY

We greatly appreciate the restoration efforts of NOAA fishery biologists in the San Lorenzo River. It is a daunting task to guide coastal Chinook salmon and steelhead recovery in our coastal watersheds, with 38 independent and 22 dependent steelhead populations identified along the Central California Coast. The authors did an outstanding job of identifying the following key aspects of habitat improvement needed for successful steelhead recovery;

1) Improve estuary/lagoon function, 2) increase stream baseflows, 3) increase channel complexity, 4) reduce sediment input, and 5) improve fish passage conditions.

The most important areas of recommended revision for steelhead recovery in the Plan include the following;

1. Make the estuary/lagoon the highest priority recovery area to protect inflow for rapid freshwater conversion and to construct an outlet structure to prevent the necessity for artificial sandbar breaching and to maximize depth of a freshwater lagoon. Increase to priority 1 all recovery actions directed at reducing artificial breaching, increasing lagoon depth and constructing an outlet structure at the rivermouth. Increase all recovery actions directed to speeding lagoon formation and/or freshwater conversion to priority 1. Increase all other recovery actions directed to improving lagoon habitat to priority 2.
2. No core recovery area was denoted in the Plan, upstream of the estuary/lagoon to focus recovery efforts on. The core area for recovery should include 1) the Zayante Creek sub-watershed (including Bean Creek) to recover summer baseflow, increase instream wood and reduce sedimentation, 2) the Branciforte sub-watershed to improve fish passage through the flood-control channel and remnant dam abutments/ walls and to increase channel complexity with instream wood, 3) the middle mainstem to improve fish passage and 4) all Timber Preserve lands within and upstream of the recovery areas to reduce sedimentation and increase recruitment of large instream wood.
3. In order to better direct recovery efforts to important core areas, accurately identify reaches with the highest intrinsic potential and lesser potential and to re-calculate the steelhead recovery target. Increase the historical intrinsic potential in all of the lower and middle Mainstem River and much of Zayante and Bean creeks to highest historic intrinsic potential, while downgrading it in Gold and Lockhart gulches, Bull, Love, Kings, much of Carbonera, Glenwood, Granite and Crystal creeks to lowest potential due to their small size and/or very limited baseflow and in some cases, limited accessibility by spawning adults. Reduce historical

potential in upper Fall Creek from high to medium due to limited baseflow, high gradient with poor pool development and limited food supply towards the headwaters.

4. Remove reaches of misrepresented historic anadromy in most of Love and all of Fritch Creek above a natural barrier near Love Creek's mouth. Exclude from anadromy much of Jamison and Granite creeks due to high gradient and limited accessibility, upper Kings Creek above a natural waterfall, all northern tributaries to Bear Creek below Deer Creek confluence due to their ephemeral nature and limited accessibility and all of Lompico, Bennett, Foreman and Peavine creeks above natural barriers to anadromy at their mouths.
5. Increase restoration emphasis to improve adult steelhead spawning access through 5 stream segments during drier years in order of priority- 1) Lower Branciforte flood control channel, 2) the middle mainstem of the San Lorenzo River from Zayante Creek confluence to Boulder Creek confluence (especially Barker's Dam), 3) lower Bear Creek (remnant dam abutment in first mile), 4) the San Lorenzo River Gorge from Paradise Park to Eagle Creek confluence (Rincon riffle and Four Rock), and 5) upper mainstem from Boulder Creek confluence to Waterman Gap (several remnant dam abutments that collect wood and impede adult passage).
6. Increase restoration emphasis to priority 1 for Scotts Valley to expand its water reclamation system and storage.
7. Increase restoration emphasis to priority 1 for Scotts Valley to expand its water reclamation system, evaluate and implement storage of excess winter stormflow in off-stream reservoirs (such as abandoned quarry ponds) and to actively recharge overdrawn aquifers through injection wells. The intent is to eventually increase baseflows in Bean and Carbonera creeks.
8. Increase restoration emphasis in timberlands throughout the watershed by pressing for no-harvest riparian buffer zones to reduce erosion and increase recruitment of large fallen wood to stream channels.
9. Increase all restoration emphasis directed at reducing logging threats to priority 1 because of the high potential threat from logging activities.
10. Increase restoration emphasis directed at removing existing summer dams and remnant (inactive) summer dam abutments that create passage impediments to migrating adults or smolts to priority 1. These potentially create serious passage problems in dry years.
11. Provide financial and permitting incentives to local governmental and water agencies to incorporate the recovery actions of this Recovery Plan into their own planning documents.

In Section G below, comments on recovery actions are provided, the six most important actions being:

1. Construct an outlet structure at the rivermouth that makes artificial sandbar breaching unnecessary, and make it the highest priority.
2. Provide adequate bypass flows at water diversions at Tait Street and Felton to insure successful adult and smolt passage, even in dry years.
3. Improve aquifer recharge to the Santa Margarita and Lompico Aquifers by upgrading requirements of new development to minimize impermeable surfaces, prevent storm runoff and require storage and detention basins, filtration and enhanced percolation into the groundwater. Additionally, require from new development that there be no net increase in water demand by offsetting demand with water conservation and recycling. Convert existing impermeable surfaces (parking lots) to a combination of impermeable surfaces that direct runoff into zones of permeability, detention, filtration and groundwater percolation. Reduce storm runoff from existing development with construction of water and sediment catchment basins. Increase water reclamation and storage of reclaimed water and excess winter stormflow in off-stream reservoirs for well injection into aquifers. The goal will be to restore perennial streamflow to Bean and Carbonera creeks adjacent to Scotts Valley and to increase baseflow downstream.
4. Educate residents and County/city staff to retain large wood once it is naturally recruited to streams, so that when the next episodic influx of instream wood occurs, retention may be maximized.
5. Reducing habitat degradation from eroding rural roads and logging (sedimentation and loss of large wood recruitment) by increasing environmental regulation in Timber Preserve Lands to include maintenance of erosion control measures continuously between logging re-entry periods, by initiating a no-harvest riparian buffers along all stream courses and/or by purchasing environmental easements along stream courses to protect large conifers as future sources of in-channel wood,
6. To implement the Recovery Plan, provide financial and permitting incentives for all water agencies to incorporate the recovery plan's actions into their own planning documents.

ADDITIONAL RECOMMENDED RECOVERY ACTIONS

Add recovery step SLR-CCCS-1.1.2.5- under Estuary as follows; "Evaluate and implement a possible structural improvement (flume/ outlet pipe) to maintain the lagoon at a water surface elevation during the summer/fall at a level below which flooding occurs in lagoon-side storm drains and basements in order to eliminate the need to artificially breach the sandbar." This should have a priority of 1 and a

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

time frame of 3-5 years for completion. This recovery action calls out the benefit of a flume to not only increase the elevation of a freshwater lagoon (recovery step 1.1.6.1) but also to reduce flooding and artificial breaching.

Add recovery step SLR-CCCS-1.1.4.3 under Estuary as follows- “Work out an agreement with the city of Santa Cruz to minimize water diversion at Tait Street immediately after the sandbar closes at the rivermouth and continue to maximize lagoon inflow past their diversion until the lagoon has undergone freshwater conversion.”

Add recovery step SLR-CCCS-3.1.3.4 under Hydrology as follows- “Investigate illegal water diversion and well pumping related to marijuana propagation or other agricultural activities and prosecute violations accordingly.”

Add recovery step SLR-CCCS-6.1.1.8 regarding habitat complexity. It should have the action description as follows: “Change the California Forest Practice Rules to provide a no-harvest buffer zone along all ephemeral and perennial streams within timber harvest areas.” This will allow restoration of large conifers adjacent to stream channels with eventual recruitment as LWD. This should have a priority of 1 and a 5-year timeline to get the rule change and a 100-year duration of the rule.

Add recovery step SLR-CCCS-8.1.2.8 regarding sediment. It should have the action description, “Replace imperviously surfaced parking lots in Scotts Valley with permeable surfaces, detention basins, filtration and storage for rain percolation into the groundwater.” The Santa Margarita aquifer is drastically overdrawn beneath Scotts Valley, and Bean Creek and Carbonera creeks have become increasingly flashy during stormflows, increasing streambank erosion and sedimentation. It should have a priority of 1 and under a 20-year time frame to make it happen.

Add action step SLR-CCCS-8.1.2.9 under Sediment to read, “Discourage land conversion to vineyards or other land-clearing agriculture, such as marijuana propagation, on potentially unstable, steep slopes with County Ordinances.”

Add recovery action step SLR-CCCS-13.1.2.2 under Channel Modification to read, “Institute an ongoing, effective educational program with city and county staff and streamside residents regarding the importance of maintaining large instream wood for juvenile steelhead survival and recovery of the steelhead population.”

Add action step SLR-CCCS-13.1.2.3 under Channel Modification to read, “Replace the Highway 1 Bridge over the San Lorenzo River near River Street with a larger, freespan bridge with increased

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

freeboard.” This should be priority 1. This should be accomplished in the next 5 years. In the Comment section for this action step, state that “Presently the Highway Bridge has piers in the stream channel that accumulate LWD during high flows to threaten this heavily used bridge. A larger freespan bridge at this location will reduce the pressure to cut up instream wood for flood control protection.”

Add recovery action step SLR-CCCS-21.1.1.4 under threat from recreation and residential/commercial development. It should have the action description, “Discourage any new development in the San Lorenzo River watershed that may have the potential to increase night-lighting along stream courses, increase impermeable surfaces, increase winter storm runoff, increase on-site erosion or increase human water demand during the dry season.” This should be priority 1. Such developments may inhibit fish migration, reduce aquifer recharge, increase stream sedimentation, reduce summer baseflow and reduce salmonid rearing habitat.

Add recovery action step SLR-CCCS-21.1.2.2 under recreation and regarding minimizing increased landscape disturbance to read, “Prohibit mountain bike and equestrian activity on trails within state parks, state forests and on other publically-owned land that may cause soil compaction, increased surface erosion, increased storm runoff and increased sediment input to stream channels.”

Add recovery action Step SLR-CCCS-22.1.1.4 under Residential/Commercial Development. It should read, “Federal and State regulatory agencies should provide incentives to city, county and water agencies to incorporate the Multispecies Recovery Plan into their watershed planning documents and Habitat Conservation Plans.” This should have priority 1. If the recovery plan is not incorporated into other planning documents, it will be ignored.

Add a specific recovery action step SLR-CCCS-25.1.2.9 under water diversion/impoundment to “Identify the cause of and seek remedial action to prevent dewatering of Bean Creek adjacent to the city of Scotts Valley in the vicinity of Mackenzie Creek confluence and downstream to Ruins Gulch and rescue and relocate the thousands of juvenile salmonids in this reach each summer before streamflow disappears.” This should have a priority of 1. This dewatered reach is a potentially very significant juvenile production area in the watershed.

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

RESPONSE FORMAT

The comments follow the order of the sections presented in Volume I and Volume IV of the Draft Coastal Multispecies Recovery Plan for the San Lorenzo River steelhead population:

- A. Volume I- Comment on Methods Section and Tables for Viability and Threats.
- B. Volume IV. Comments for Description of San Lorenzo River Steelhead Population
- C. Volume IV. Comments on Santa Cruz Mountains Diversity Stratum Results
- D. Volume IV. Review of Tables 3 and 4 of DPS CAP Viability Results
- E. Review of Steelhead Historic Intrinsic Potential
- F. Review of the Table for San Lorenzo River CAP Threats Results
- G. Review and Comment on the San Lorenzo River Recovery Action Table
- H. Literature Cited

In addition, the following appendices are provided:

- A. Millions of board ft. harvested annually from 1994-2009 in Santa Cruz County
- B. Timber Production Zoning (map)
- C. Photos, County of Santa Cruz 1998 Rule Change Proposal Submitted to Board of Forestry

A. Volume I. Comments on Methods Section and Tables for Viability and Threats

An overriding concern about all of the rating criteria provided in the methods is that, although they provide a way to compare different watersheds, the ratings as they pertain to viability and impairment appear arbitrary and simplistic and may overestimate viability and underestimate impairment. Research used to justify the same criteria to set ratings in watersheds across the complete steelhead range may not be appropriate for Central Coast steelhead habitat.

Volume I of the Plan states that indicator ratings are derived from published scientific literature and other best available information regarding habitats and their relative importance to survival of a specific life stage. The indicator ratings are based on judgments made about life stage survival/mortality and habitat conditions with regard to degree of impairment.

Habitat Complexity

In the Viability tables, for the attribute, habitat complexity, the indicator is density of large instream wood. In the Methods section of volume 1, density of key large wood pieces per 100 meters is used as the metric.

- Watershed estimates are made for percent of small streams with greater than 6 key pieces per 100 meters and the percent of large streams with greater than 1.3 key pieces per 100 meters. Why are the 6 pieces or 1.3 pieces/ 100 meters considered adequate?
- These ratings appear arbitrary without justification, their being based on professional judgment, which is subjective.
- Wood densities should be categorized by soft wood versus hardwood because soft wood has much greater longevity.
- Whose data on key pieces of wood density were used in the San Lorenzo and Soquel drainages? The source of data should be stated. D.W. ALLEY & Associates (DWA) has annually performed annual large wood surveys in the San Lorenzo River, Soquel Creek, Aptos and Corralitos drainages since 2010. However, the diameter criteria for key pieces of wood used in the Plan's rating scale was not used during DWA data collection, though it could be approximated after the fact.
- Were the results of these DWA surveys reviewed and used to rate habitat complexity for the respective watersheds?

Impervious Surfaces

The rating criteria for impairment from impervious (impermeable) surfaces appeared arbitrary and simplistic, being based on percent of the watershed area covered with such surfaces.

- The watershed location of impervious surfaces was not included in the metric.
- There was no justification for the different ratings when covered area was incrementally less than 10%. Therefore, the rating scale cannot be evaluated.
- A better metric for impairment should be the percent of the channel miles in the watershed impacted by increased flashiness of stormflows due to impervious surfaces. Impervious surfaces in urbanized Scotts Valley negatively impact Bean Creek, lower Zayante Creek, lower mainstem and the estuary, as well as Carbonera Creek.
- Impermeable surfaces in Boulder Creek, Brookdale, Ben Lomond and Felton negatively impact the middle and lower mainstem San Lorenzo and the estuary.
- Impermeable surfaces in Santa Cruz impact lower Branciforte, lower mainstem San Lorenzo and the estuary. These impacts constitute more than 10% of the channel miles accessible to steelhead in the watershed.

Agriculture

The rating criteria for agriculture as an impairment was based on percent of population area used for agriculture. This appeared arbitrary without justification, and the metric used was simplistic.

- Agricultural impairment depends on water demands of specific crops and the steepness of terrain where it occurs.
- Better metrics would be quantity of agricultural water demand upon groundwater, the extent of agricultural pumping effects upon groundwater level and estimated decrease in summer baseflow in adjacent streams as a result of agricultural water use.
- The type of crops and their water demand are more important than the area used for agriculture. These impacts should also be categorized by water year (annual rainfall).
- Agricultural impacts would be more severe during drought, and impairment should be rated according to its impact during dry years.

Timber Harvest

For assessing impairment from timber harvest, the metric was the rate of timber harvest by area under active THP management over the past 10 years.

In the highly erodible Santa Cruz Mountains, impairment from timber harvest is most evident episodically after large storms. Significant erosion occurs during large storm events, which may occur more than 10 years apart. Considerable landsliding, erosion and stream sedimentation may be caused by logging on a relatively small portion of the watershed that took place years before and is then triggered by one large storm event. Alley observed this after the January 1982 storm. The rating criteria for timber harvest rates appeared arbitrary, without justification or evaluation of erosion on local timber harvest lands, and could not be evaluated as an adequate measure of impairment.

- Focusing on the last 10 years biased the harvest estimate toward recent times, when timber harvest has been less than half what it was in the 1990's (**Appendix A**). The estimated 6% of the watershed under active timber harvest plans in the last 10 years includes a period of reduced timber value and economic depression. The active harvest area could increase significantly if timber demands increase.
- As an upper limit of potential logging activity, there are 37 square miles of the watershed zoned TPZ, making up 27 % of the watershed (See **Appendix B**).
- If timber harvest-caused land disturbances are to be rated in the viability table according to surface area, then the total accumulated area harvested for timber in the last 30 years should be used as the metric, instead of 10 years. The 10-year limit on land disturbance from timber harvest activities implies that if a tract was logged more than 10 years ago but not since, it no longer creates a land disturbance. However, a tract logged more than 10 years ago may remain highly erosive. Without erosion control of roads and skid trails, it will undoubtedly contribute higher sediment loads than undisturbed forest for many years.
- Each time the same tract was re-harvested, the area should be added to the total within a 30-year period.
- As with agriculture, the metric for timber harvest impairment is an oversimplified. Stability of the landscape where timber harvest occurs, distribution of stream channels within the timber harvest area, steepness of terrain, effectiveness of erosion control measures and re-entry interval are all more important than the surface area.

The management approach to timber harvest in the San Lorenzo watershed, where recovery of anadromous salmonids is the goal, should be to prevent cumulative impacts to steelhead habitat, which is already seriously degraded in the San Lorenzo system due to excessive sedimentation. Any additional, cumulative impact from logging must be prevented. Any additional streambed sedimentation resulting from logging disturbance should be prevented. In timber harvest areas, future recruitment of large fallen trees should be protected. Regulations should establish adequate no-cut buffers along all watercourses (fish-bearing or not). Increase the time between re-entries from 10 to 15 or 20 years. In addition, erosion control measures should be maintained for the entire period between re-entries.

Upper watershed topography where most logging occurs is often steep. Non-fish-bearing streams are not currently protected with adequate buffers. No-cut buffers are non-existent. Ephemeral stream courses can become raging torrents during large storm events. Mass wasting, gullying along skid trails and logging roads, slope failure and streambank failure are more likely where overstory has been removed and the normally rain-absorbent duff layer has been disturbed to expose bare soil. Overland runoff is increased and focused along skid trails and logging roads. Logging commonly occurs on slide-prone, unstable slopes. Erosion control measures are often discontinued between re-entry periods. Unmaintained logging roads and culverts commonly require repair from slippage and sediment accumulations upon re-entry. These remedial activities have commonly been called improvements that represent anticipated net positive impacts from the proposed logging operations in several THP's *that Don Alley has reviewed*. Often, the disturbance was originally caused by previous timber harvests and had gone unchecked for many years. Substantial sediment input to San Lorenzo tributaries and the mainstem was observed after the 1998 El Niño year when flow at the Big Trees Gage approached 20,000 cfs (Alley 1999; 2000).

Urbanization

The rating criteria for assessing degree of impairment from urbanization appeared arbitrary and questionable due to its simplicity and lack of justification. It was based on percent of the watershed area in urban development. Here again, a better metric than surface area would be relative water demand by the human population, type of water extraction method (surface diversion or wells or both), location of water procurement and the impact on reducing groundwater levels and surface flows. Urbanization in Scotts Valley impacts baseflow in Bean Creek, lower Zayante Creek, the lower mainstem San Lorenzo and the lagoon. A nearly 2-mile reach on Bean Creek between the Ruins and Mackenzie creek confluences and adjacent to the city of Scotts Valley goes dry in summer in all but the wettest years, killing perhaps 5,000 to 10,000 juvenile steelhead annually. The same dewatering occurs on upper Carbonera Creek in Scotts Valley in the summer, upstream of the anadromous zone but affecting baseflow in the anadromous zone. This dewatering is caused by overdrafting of the aquifers that underlay the city of Scotts Valley. And, there is no indication that urban growth in Scotts

Valley is slowing. Water demand of an urbanized Santa Cruz causes the city to divert substantial surface flow during late spring and summer, just upstream of the lagoon at their Tait Street diversion. This may greatly impact the timing of the closure of the sandbar to down-migrating steelhead smolts in dry years and the water quality of the lagoon for steelhead (speed of freshwater conversion) and steelhead productivity in the summer lagoon. Urbanization impacts should be categorized by water year (annual rainfall). If not, impacts should be rated for worse case in dry years.

Passage Impediments

The rating criteria for assessing impacts from passage impediments are based on percent of the watershed that is accessible to adult spawners. There is a basic flaw in the rating analysis because ratings will vary by water year. The percent accessible will change with the type of water year (differences in annual rainfall). There is no one percentage value of accessibility that can represent all water years, unless the minimum accessibility during drought is used as the metric. This was not indicated in the draft recovery plan. The scale is arbitrary, assuming that lower watershed spawning conditions can be equal to upper watershed spawning conditions. However, the upper reaches of larger tributaries have the cleanest gravel and are less vulnerable to redd scour compared to conditions in lower and middle mainstem reaches downstream of the Boulder Creek confluence, which are more highly sedimented. Larger tributaries have more spawning habitat than smaller tributaries because they have higher baseflow and more surface area with sufficient depth and water velocity during spawning and egg incubation. Good professional judgment requires knowledge of individual passage impediment and their passability under different stormflows. During drier years, which may increase in frequency with climate change, areas of the watershed that appear to have restricted adult access include Branciforte Creek (flood control channel and remnant dam abutments), the San Lorenzo Gorge (Rincon riffle and Four Rock boulder clusters) in the lower mainstem below the Zayante Creek confluence, the watershed upstream of Barker's dam in the middle mainstem below the Boulder Creek confluence, and additional passage restrictions due to remnant flashboard dam abutments which periodically jam with wood in Bear Creek and the upper mainstem, upstream of the Boulder Creek confluence. Adult passage for physical barriers should be rated "fair" during drought and "good" in average and wet rainfall winters. The overall impairment ratings for fish passage- physical barriers should be established for dry year conditions, which is "fair."

Canopy Cover (Stream Shading)

The ratings for canopy closure are inappropriate for the San Lorenzo River drainage. They have a northern California, small watershed bias. The rating criteria indicate that the more shaded the stream is, the better. This is untrue and likely based on the inaccurate rating scale for water temperature. Central Coast steelhead have a higher tolerance for warmer water than steelhead inhabiting more northern watersheds due to acclimatization and acclimation. Central coast steelhead typically grow faster in less shaded, warmer reaches of the watershed because food is more abundant there and

digestive rate is faster in warmer water. Heavy shading (70-90%) in the small headwater reaches of tributaries is necessary to maintain cool water temperature where food is very limited due to low baseflow. Steelhead growth there is very slow. However, in less shaded downstream reaches of the middle and lower reaches of larger tributaries, such as Zayante, Bean, Branciforte, Bear and Boulder Creek, densities of larger juveniles are typically higher in these less shaded stretches (50-70%) and grow faster where shading is reduced compared to more shaded headwater reaches. Juvenile steelhead grow the fastest in riffles and runs of the middle and lower mainstem San Lorenzo, where tree canopy is the least (commonly 20-50%) and water temperature is the highest. The indicator ratings for the CAP and rapid assessments for tree canopy are, thus, inappropriate and oversimplified.

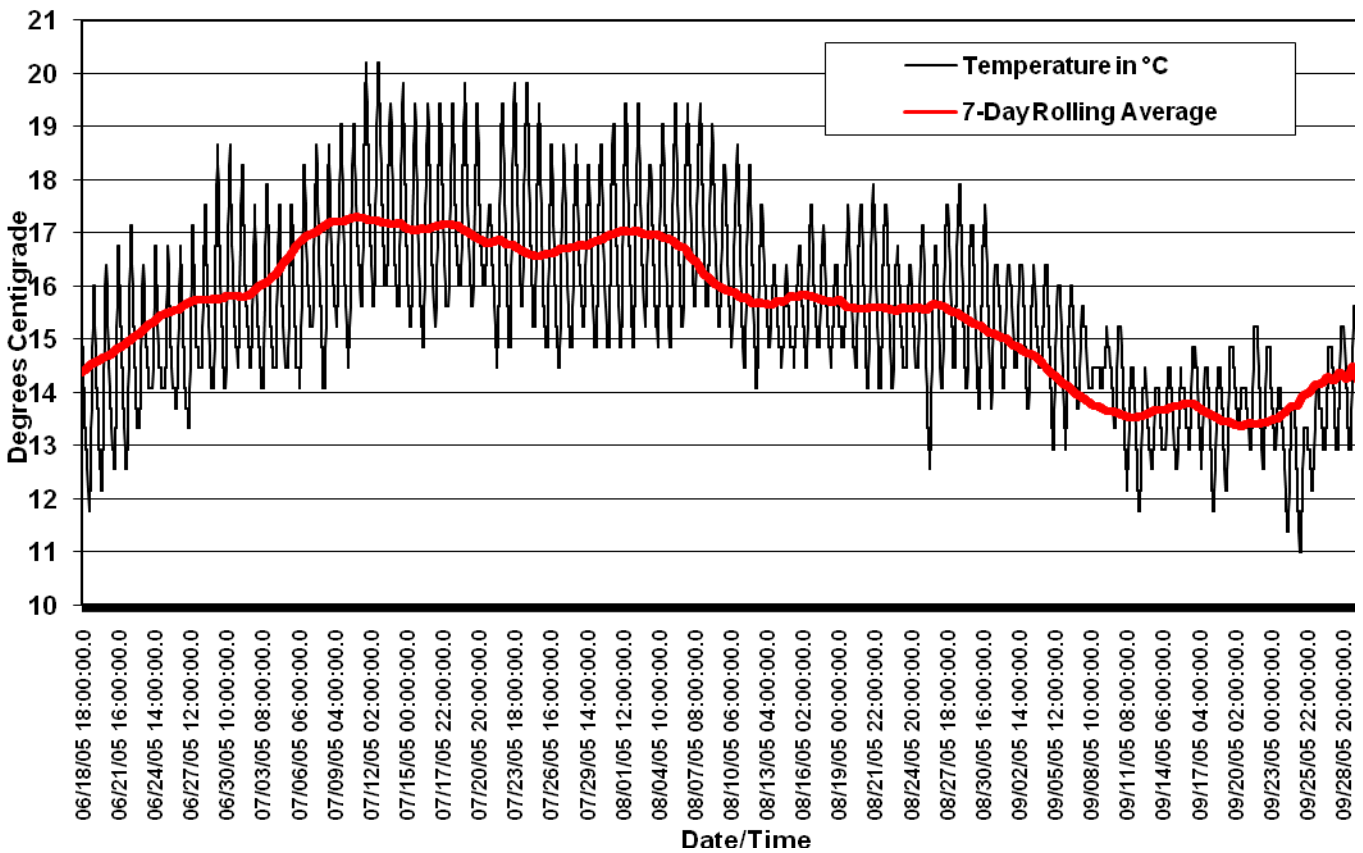
Water Temperature

The steelhead and coho rating criteria for water temperature used to assess impairment indicate a north coast bias toward cooler water temperature. The rating criteria used in the CAP Viability Results Table of using the percent of IP-km at <20° C for the 7-day moving average of the daily maximum (MWMT) is inappropriately cool for steelhead in the San Lorenzo drainage in the summer months. A 7-day rolling average of 20 °C (68 °F) or less, with a maximum daily temperature of less than 26 °C (78.8 °F), would be an appropriate water temperature regime for juvenile steelhead in the summer/fall in the San Lorenzo drainage. Justification is provided below. Using the percent of IP-km at <16°C (MWMT) in the CAP Table for coho salmon is inappropriately cool for Soquel Creek. Until temperature data are available for coho salmon habitat in Central Coast streams, the criteria determined by Welsh et al. (2001) on the Mattole River should be used. In the Mattole River system (northern California) coho were found only in tributaries where the maximum weekly average water temperatures (MWAT) were 16.7 °C (62 °F) or less and the maximum weekly average maximum temperatures (MWMT) were 18.0 °C (64 °F) or less (instead of 16°C that the Plan is using). Keep in mind that the temperature data collected in 2005 at Bean Creek sites (San Lorenzo River drainage) with juvenile coho salmon present indicated that coho were found in warmer conditions at one site than met the Mattole River criteria (Alley 2015c; see figure below). The methods section in Appendix D does not state which months are used to gage the daily maximum, either. Are the criteria for the warmest period of the year? Optimal water temperature depends on physiological acclimatization/acclimation to water temperature and the abundance of food.

The optimum water temperature for steelhead and coho salmon in the San Lorenzo watershed very much depends upon factors other than temperature of the habitat, such as water velocity and depth, overwintering cover, rearing escape cover and abundance of food. Optimal water temperature is largely a food availability issue and a moving target. The more food that is available and provided by sufficient water velocity to produce good insect drift rate, the higher the optimal water temperature will be. And water temperature is not the most limiting factor in determining densities of steelhead yearlings and fast growing, soon-to-smolt young-of-the-year (YOY) juveniles. The number of

spawning adults from the previous winter/spring and the spawning success in the vicinity (related to the degree of compaction, sedimentation and percent fines in the spawning gravel) will determine the level of YOY saturation of the habitat and the degree of competition for food. Overwintering cover and rearing escape cover strongly influence juvenile survival. Yearling steelhead densities are most dependent on overwinter survival and escape cover more so than temperature criteria. The quality of insect habitat in riffles determines food abundance (related to the degree of sedimentation and embeddedness of cobbles/boulders). Water velocity is positively correlated with insect drift (related to streamflow volume).

Figure 58. Bean Creek Site 14c (Above MacKenzie Creek) Water Temperature, June–September 2005.



Granted, higher water temperature increases metabolic rate, causing increased food and oxygen demands for steelhead. And higher temperatures may reduce scope for activity (ability to swim fast or sustain activity) (Dickson et al. 1971). However, a study completed by Farrel et al. (2015) indicated that the thermal range over which a Tuolumne River *O. mykiss* population could maintain 95% of peak aerobic capacity was 17.8°C to 24.6°C. Furthermore, up to a temperature of 23°C, all individual fish could maintain a factorial aerobic scope (FAS) value >2.0 (FAS = Maximum metabolic rate (MMR)/

Routine metabolic rate (RMR), one that is predicted to provide sufficient aerobic capacity for the fish to properly digest a meal.

A measure of *O. mykiss* ability to supply oxygen to tissues above and beyond a basic routine need was termed the absolute aerobic scope (AAS). $AAS = MMR - RMR$ and defines the fish's capacity to perform the activities essential to complete its life history. The AAS was a maximum at 21.2°C for fish acclimatized to the warm Tuolumne River. The statistical 95% confidence limit for peak AAS extended from 16.4°C to 25°C. Likewise, 95% of the numerical peak for AAS (i.e., 5.84 mg O₂ kg⁻¹ 0.95 min⁻¹) could be maintained from 17.8°C to 24.6°C. Thus, the maintenance of AAS across nearly the entire test temperature range clearly showed that the Tuolumne River *O. mykiss* population had a broad range of thermal performance.

An added benefit of higher water temperature is that it increases digestive rate, allowing faster food processing and faster growth when food is more abundant. Food consumption, growth, and temperature tolerance were compared for Nimbus-strain steelhead (an introgressed breeding stock in the American River) acclimated to and held at 11, 15, and 19°C in replicated laboratory experiments. Although food consumption rate showed no statistical difference between temperatures, the growth rate was higher at 19°C than at 11°C or 15°C, providing evidence that food conversion efficiency in juvenile steelhead is higher at the warmer temperature (**Myrick and Cech 2005**).

Kubicek and Price (**1976**) concluded that although temperatures less than 26.5 °C (79.7 °F) were not assumed to directly cause steelhead mortality in the Big Sulphur Creek drainage (tributary to the Russian River, Mendocino County), temperatures consistently above 20 °C (68 °F) were assumed to cause sub-lethal stress that could result in decreased fish production and indirect mortality. They noted that juvenile steelhead disappeared from a section of Big Sulphur Creek when hot springs caused summer temperatures to rise above 26°C (78.8 °F). They assumed in their monitoring that stations that had temperatures greater than 20 °C (68 °F) for less than 50% of the time in any one month were not expected to cause significant sub-lethal effects in that month, unless that station reached a marginal or lethal maximum temperature. I have worked in Big Sulphur Creek. In summer it is the size of Boulder Creek with similar summer baseflow conditions, and it has less baseflow than Fall Creek. But it is sunnier like Zayante Creek below Lompico confluence and the middle mainstem San Lorenzo in the vicinity of Bull, Fall, Clear and Boulder creeks. Zayante Creek and the middle mainstem San Lorenzo likely produce considerably more food than Big Sulphur Creek, while Fall and Boulder creeks likely produce less or similar food levels than Big Sulphur Creek. The Santa Ynez River Technical Advisory Committee (SYRTAC) proposed guidelines with upper limits of 20 °C average daily temperature and 25 °C daily maximum as providing acceptable habitat conditions for steelhead in the Santa Ynez River (**SYRTAC 2000**). The SYRTAC (**2000**) decided that a mean daily temperature of 22 °C may be the threshold between acceptable and unsuitable from a long-term perspective. This was based on studies

by Hokanson et al. (1977) who concluded that the highest constant temperature at which the effects of growth and mortality balance out was 23 °C.

We judged that a 7-day rolling average of 20 °C (68 °F) or less, with a maximum daily temperature of less than 26 °C (78.8 °F), would likely provide an adequate water temperature regime for juvenile steelhead in the summer and fall period for San Lorenzo tributaries and the middle mainstem San Lorenzo system, upstream of the Zayante Creek confluence. In addition, the lower mainstem River below Zayante Creek confluence and the San Lorenzo Lagoon/Estuary may have an appropriate 7-day rolling average greater than 20°C because of higher food abundance. This judgment was based on 1) conclusions drawn by Kubicek and Price (1976) for rainbow trout in Big Sulphur Creek, 2) guidelines proposed by SYRTAC (2000), 3) laboratory findings on steelhead temperature lethality by Charlton (1970), Alabaster (1962) and McAfee (1966) , 4) findings by Farrel et al. (2015) regarding peak aerobic capacity at warm temperatures, and 5) our data on juvenile steelhead growth rates and water temperature tolerances in Central Coast streams.

Using our temperature criteria for steelhead alone, the temperature rating for Soquel Creek would be “Good,” based on our data collected in 2005 and 2014 (Alley 2015c). Using our temperature criteria for steelhead with coho salmon present, the rating would be “Fair,” based on 2001 data. This “fair” rating is what the Cap Viability Results Table appropriately rated temperature. If the <16°C MWMT (instead of our <18°C MWMT) was actually used for coho salmon, then the rating should have been “Poor.”

Juvenile Densities

The density criteria for rating summer rearing juveniles are inappropriately simplistic for steelhead in the San Lorenzo drainage and unfounded in reality. The criteria are based on the assumption that approximately 1 fish per square meter is a reasonable benchmark for fully occupied, good habitat. The simplifying concept of assigning one density metric to a saturated habitat implies that habitat is fairly homogeneous throughout each habitat, throughout a watershed and between watersheds. This is not the case. Although salmonids spread out more to occupy riffles and runs in larger rivers, this does not occur so much in small, Central Coast stream settings, where juvenile steelhead congregate around and under escape cover. In warmer, larger stream settings along the Central Coast, juvenile steelhead congregate in fastwater habitat, and most pool habitat is unused except at the head and tail. The San Lorenzo drainage has multiple tributaries with varying baseflows, geomorphology, gradient and escape cover. Juvenile steelhead density may vary 5 to 10-fold between sampling sites (Alley 2015). It is evident that juvenile densities are dependent on a host of factors, including dispersal of YOY after emergence from redds in the vicinity, the amount of overwintering cover for yearlings in the vicinity, baseflow, tree canopy (related to food abundance), water depth, the amount of escape cover and the pool/riffle ratio (related to food abundance).

Furthermore, the metric used for juvenile density criteria in the draft Recovery Plan does not distinguish between sizes of juveniles. The metric places the same value on small YOY, larger YOY and larger yearlings. Total density is a misleading metric. We have learned from scale analysis of returning adult steelhead (**J. Smith, unpublished data**) that larger juveniles captured in the fall (consisting of fast-growing YOY and yearlings) are much more valuable to the population compared to small YOY because they are more likely to soon smolt and produce more adult returns than small YOY. Shapovalov and Taft (**1954**) and Hayes et al. (**2008**) noted that larger smolts had a higher survival rate to adulthood than smaller ones. The metric for juvenile density should be based on density of juveniles => 75 mm SL in the fall and not total juvenile density. I have not attempted to develop rating criteria for juvenile steelhead densities. Smith (**1982**) evaluated steelhead habitat according to density of these larger juveniles, however. This rating scale is more appropriate for the San Lorenzo juvenile steelhead population than the one used in the draft Plan. It is provided in the following table from Alley (**2015**).

**Table 41. Rating of Steelhead Rearing Habitat For Small, Central Coastal Streams.*
 (From Smith 1982.)**

<u>Very Poor</u> - less than 2 smolt-sized** fish per 100 feet of stream.			
<u>Poor</u> *** - from 2 to 4	"	"	"
<u>Below Average</u> - 4 to 8	"	"	"
<u>Fair</u> - 8 to 16	"	"	"
<u>Good</u> - 16 to 32	"	"	"
<u>Very Good</u> - 32 to 64	"	"	"
<u>Excellent</u> - 64 or more	"	"	"

* Drainages sampled included the Pajaro, Soquel and San Lorenzo systems, as well as other smaller Santa Cruz County coastal streams. Nine drainages were sampled at over 106 sites.

** Smolt-sized fish were at least 3 inches (75 mm) Standard Length at fall sampling and would be large enough to smolt the following spring.

***The average standard length for smolt-sized fish was calculated for each site. If the average was less than 89 mm SL, then the density rating according to density alone was reduced one level. If the average was more than 102 mm SL, then the rating was increased one level.

In the San Lorenzo drainage, average site densities of these larger juveniles ranged between 4 and 44 juveniles =>75 mm SL/ 100 ft at different mainstem sites for a 17-year sampling period (annually discontinuous at some sites) (**Alley 2015**). Average site densities for larger juveniles ranged between 2

and 14 juveniles =>75 mm SL/ 100 ft at different tributary sites for the same period (annually discontinuous at some sites). A table of sampling site ratings in the San Lorenzo system in 2006-2014, based on potential soon-to-smolt-sized steelhead densities and sizes is listed in the table below from Alley (2015).

Table 43. Summary of Sampling Site Ratings in 4 Santa Cruz Mountain Watersheds in 2006–2014, based on Potential Soon-to-Smolt-Sized Steelhead Densities and Sizes.

Year	Very Poor	Poor	Below Average	Fair	Good	Very Good
2006 (n=34)	1	6	5	11	10	1
2007 (n=37)	5	2	12	12	6	0
2008 (n=36)	6	6	9	10	6	0
2009 (n=37)	3	4	11	13	6	1
2010 (n=39)	0	1	9	16	12	1
2011 (n=37)	1	2	7	18	8	1
2012 (n=38)	3	1	6	9	17	3
2013 (n=38)	6	6	10	9	7	1
2014 (n=39)	8	10	13	8	2	0

Summary of Sampling Site Ratings in San Lorenzo River Watershed in 2006–2014, based on Potential Soon-to-Smolt-Sized Steelhead Densities and Sizes.

Year	Very Poor	Poor	Below Average	Fair	Good	Very Good
2006 (n=16)	1	2	2	6	5	0
2007 (n=17)	5	1	5	5	1	0
2008 (n=18)	3	2	6	5	2	0
2009 (n=18)	3	2	6	4	2	1
2010 (n=19)	0	1	5	8	4	1
2011 (n=19)	1	2	4	7	5	0
2012 (n=22)	3	2	3	4	8	2
2013 (n=23)	3	4	6	6	3	1
2014 (n=25)	6	7	6	3	3	0

In wetter years, such as 2006, 2010 and 2011 (2012 had median baseflow), the majority of sites were rated “fair” to “very good.” In drier years, such as 2007–2009, 2013 and 2014, the majority of sites were rated “very poor” to “fair.” However, the range of densities was considerable between sites. In drier years the majority of larger juveniles were yearlings, with much of the population consisting of small YOY. In wetter years with more food available, a higher proportion of larger juveniles were fast-growing YOY.

B. Volume IV. Comments for Description of San Lorenzo River Steelhead Population

After reviewing this well-written section, the following changes/additions are recommended:

On page 1186 (Volume IV) under Steelhead Abundance and Distribution, in the second sentence it should read **middle** and lower mainstem (Boulder Creek confluence to Paradise Park, with the Zayante confluence separating middle and lower) of the San Lorenzo River.....

On page 1188, in the reference to Shapovalov and Taft (1954), Shapovalov is misspelled.

On page 1192 it states that data on LWD quantity are lacking for the San Lorenzo watershed. The authors appear to be unaware of wood surveys performed in the last 6 years.

On page 1193 it states that the County has essentially stopped removing LWD since 2009. This is untrue. Santa Cruz County Public Works continues to evaluate wood clusters and cut up LWD when it determines that LWD poses a danger to safety or infrastructure due to potential bank erosion.

On page 1198, reference is made to the Newell Dam. It should be the Newell Creek Dam.

On page 1198, California American Water Company (CalAm) should be deleted as a diverter because the San Lorenzo Valley Water District (SLVWD) has taken over CalAm's water diversion network.

On page 1198, it states that Reaches 1 and 2 (in the Gorge and below Zayante Creek) are being impacted by the diversion at Felton. It should state that according to Alley's reach designations: "mainstem Reaches 1-5 (from Paradise Park through the Gorge to near the Zayante Creek confluence) are impacted by the mainstem Felton diversion owned by the City of Santa Cruz."

On page 1199, first paragraph, we question the accuracy of the statement that the remaining available baseflows in Bean Creek now averages 2 cfs. A long segment of nearly 2 miles upstream of Ruins Gulch confluence commonly goes dry in summer except in wet years, resulting in substantial, annual juvenile steelhead mortality. The reach for at least a half mile downstream of Lockhart Gulch confluence commonly has a baseflow in the range of 0.5 to 1 cfs. It is only in lower Bean Creek nearer its mouth in the Mount Hermon reach that baseflow may reach 1.5 to 2 cfs in summer.

On page 1199, second paragraph first sentence it states, "Of six rearing habitat variables identified by D.W. Alley and Associates et al. (2004) in the San Lorenzo River, streamflow rated as the primary or

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

secondary limiting factor for five of the six.” This sentence does not make sense. What are the “five of the six?” Please rewrite to indicate that Alley considers streamflow as the primary limiting factor, especially in the late spring and early summer, with high sediment content in many reaches as secondary. Juvenile steelhead growth rate throughout the watershed and YOY density in tributaries are positively correlated with streamflow amount (D.W. Alley & Associates et al. (2004)).

On page 1200 in the first paragraph under Minimize Diversions and Diversion Effects, add the following sentences; “Water diversions reduce water velocity and insect drift for feeding salmonids, thus slowing their growth rate. The quantity of water in the wetted stream channel is also reduced, which increases diurnal temperature fluctuations and reduces available rearing habitat.”

The last complete sentence on page 1200 should read, “Critical flow values would include minimum bypass flow requirements for upstream adult migration during winter and spring months, as well as rearing habitat conditions from late spring to fall.”

On page 1201 after the partial sentence at the top of the page, add the following 2 paragraphs regarding details of fish passage and baseflow issues;

“Diversions at the Felton Diversion dam should be scheduled to minimize impact on migrating salmonids through the San Lorenzo Gorge and the Rincon riffle. The most challenging passage locations should be hydraulically modeled for the first time to establish minimum bypass flows for fish passage. Manage operations at the Tait Street Diversion to maintain a minimum bypass into the Lower River and lagoon to insure both adult and smolt passage to and from the Bay. Modification of the major passage barrier that is the Branciforte flood control channel is critical to providing adequate adult steelhead access to that sub-watershed. Barker’s dam in the middle mainstem can be a significant passage impediment in drier years. Various remnant flashboard dams in lower Bear Creek and the upper mainstem (upstream of Boulder Creek confluence) become significant passage impediments when wood collects on them, and they should be removed. Plans should be developed to institute mandatory water conservation and water rationing in the event that minimum passage flows cannot be achieved for successful adult and smolt passage. Streamflow patterns should be monitored closely so as to predict the impending water shortage as quickly into the winter as possible so as to take water conservation measures as early as possible. The citizenry should be made aware of where their water comes from. The connection between water diversion and potential loss of fishery resources should be stressed in any water conservation program.

Focus action to maintain and maximize baseflow and surface flow on Bean Creek between the Ruins Creek confluence and the upstream gradient change above the second Glenwood Road crossing upstream. This may require streamside residents to store winter rain and winter-pumped groundwater

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

into storage tanks. It may require increased aquifer recharge by the city of Scotts Valley. Focus action to maintain and maximize summer baseflow in upper Branciforte Creek from the point of surface diversion near the Vine Hill Road junction with Mountain View Road. Investigate the legality of the diversion canal used for this diversion.”

On page 1201, add the following sentence after the first sentence in the first full sentence,

“Aquifer recharge possibilities with reclaimed water and/or excess stormflow into Scotts Valley quarries or any other feasible location should be of highest priority because the Santa Margarita aquifer is currently over-drafted.”

On page 1201, add the following sentence to the first paragraph under the heading, “Improve Instream Habitat Quality and Quantity”

“Projects to increase habitat complexity should focus on Zayante, Bean, lower Bear and Branciforte creeks, as well as on the middle mainstem River in locations where streamside residents are in low density. The primary enhancement should be additions of large instream wood. Artificially placed instream wood must be adequately secured to reduce liability. Projects that use fewer catcher/digger logs (either diagonally or vertically extending into the thalweg) per pool (low cost per pool that encourages future cluster building) should be funded instead of more expensive projects that use several logs engineered and cabled into a cluster in each pool (high cost per pool with immediate benefit that may be short-lived).”

On page 1201, add the following sentence to the second paragraph under the heading, Improve Instream Habitat Quality and Quantity”

“Instream wood is naturally recruited episodically during large stormflows, such as the one in January 1982. After the next large stormflow, as much instream wood as possible needs to be retained in stream channels. The perceived need to cut up instream wood for flood control must be reduced. The Highway 1 bridge near River Street in Santa Cruz has piers in the stream channel which accumulate LWD and threaten this heavily used bridge during high flows. The Highway 1 bridge needs to be reconstructed as a freespan bridge to reduce this threat.”

On page 1202, Boulder Creek should be removed as a high priority sedimentation stream. It is the tributary streams entering the mainstem from the east side of the watershed that are the main sediment contributors. Boulder Creek is a west side tributary.

On page 1202, add the following 2 paragraphs after the first paragraph regarding sediment sources,

“Stabilize active landslides that are chronic sediment sources. Specific landsliding has been identified on Zayante, Bean, Lompico, Fall, Newell, Love, Malosky, Upper Bear, Two Bar and Logan (tributary to Kings) sub-watersheds (Alley et al. 2004). Educational and incentive programs regarding erosion control should all be assigned the highest priority. Conversion of land to vineyards can be a serious threat to salmonid recovery because of the potentially high stream sedimentation resulting from erosion resulting from poor farming practices. The County should discourage land conversion to vineyards on potentially unstable, steep slopes.”

“It is essential to steelhead recovery that long term sustainable forestry practices are promoted to support steelhead habitats. Oversight and post-timber harvest monitoring by agencies should be increased to at least 5 years. Erosion control measures and road maintenance should be maintained during the entire period between re-entries. Roads that will no longer be used should be decommissioned. These measures should be done within recovery areas and upstream in headwater timberlands that may contribute sediment to recovery efforts downstream, not just in the core area. NOAA staff should be made available to conduct timber harvest plan reviews and post-timber harvest monitoring for proposed logging that may impact any core recovery area. This may include headwater areas outside recovery areas because potential erosion and sedimentation may result much further downstream than the actual logged area. More than encourage, THP reviewers should require that trees be retained on the axis of headwall swales. Logging should not be allowed to occur on unstable soils or active landslides. Roads should ideally be decommissioned if they are constructed on active slides or unstable soils. If access to timber protection zone (TPZ) lands (also called timber preserve lands in Santa Cruz County) requires such roads, they should be adequately stabilized. All trees in riparian areas within TPZ lands should be allowed to age, die and be recruited into streams naturally. No-harvest/ no entry buffers should be instituted along all I, II and III stream channels in timber preserve lands, following federal guidelines. Timberland owners should be provided monetary incentives to leave large redwood behind to be naturally recruited by streams. Conservation easements should be purchased on actively harvested timberlands in critical areas of required wood recruitment along stream channels within or which flow into core recovery areas.”

Add to page 1202 the following paragraph at the end of the

C. Volume IV. Comments on Santa Cruz Mountains Diversity Stratum Results

An overall concern we have for ratings of impairment in the tables is that the ratings pertain to average rainfall years and conditions. In my opinion, ratings should pertain to dry years because those are the years when impairment has the greatest impact, capable of weakening multiple juvenile age classes in the watershed and multiple returning adult year classes in the future. It is the dry years that most

challenge population sustainability, especially when they continue for 2 or more years in succession, which appears to be occurring with higher frequency.

Page 37– Remove the word “minor” as the adjective for “minor logging” regarding primary land uses. It is misleading. Logging is an active land use although it was more active in the past (1990’s) than at present in the San Lorenzo drainage, and may return to that previous level at any time. 27% of the San Lorenzo River watershed is zoned timber preserve and may be logged in the future (**Table 1**). The adjective, “minor,” is inconsistent with the threat rating of “High” given in Table 5 from logging and wood harvesting in the San Lorenzo River watershed. The adjective, “minor,” is inconsistent with the discussion of logging impacts on page 1195 where timber harvest was rated as one of the major sources of sediment contribution in the Zayante Area Sediment Source Study. All Santa Cruz Mountain watersheds still suffer from past logging with regard to lack of large conifers along stream sides, the shortage of large redwood and Douglas fir as instream wood and the previous heavy sedimentation resulting from clear cutting that continued into the 1970’s without recovery.

Table 1. Timber Production Zoning in the San Lorenzo River watershed

Acres in watershed	Square miles in watershed	Acres in TP zoning	Square miles in TP zoning	Percent of watershed in TP zoning
87,006	136	23,783	37.16	27

Source: San Lorenzo Valley Water District GIS Dept., 2010

On page 37, attribute indicators are discussed. Attributes describe conditions within the watershed that are rated as to quality for various life stages. Yet, when discussing limiting factors on page 38, such as habitat complexity, sediment and water temperature, also included are low fish densities. Low fish densities result from limiting factors and are not limiting factors. Low fish densities are the effect of several causes and should not be listed as a cause.

In Attribute Results, page 37, most populations and life stages in the Santa Cruz Mountains were rated good or better for indicators related to hydrology, landscape patterns and fish passage. This is misleading, since that is not the case for two larger watersheds in the stratum, namely the San Lorenzo and Soquel drainages. When the Plan makes general rating statements for the stratum based on number of populations without reference to size, then small rural watersheds are given as much weight as larger, more human-populated ones that are essential for steelhead recovery. This makes conditions in the stratum appear better than they are in the watersheds that have the potential to maintain independent steelhead populations. Adult fish passage due to passage impediments is poor to fair in the San Lorenzo drainage in dry years, in my opinion. Urbanization is a significant threat in the San

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

Lorenzo and Soquel drainages. These points should be stated after the blanket statement that these indicators are rated good or better for the stratum, overall. As stated earlier, adult fish passage through the San Lorenzo River Gorge, the middle and upper mainstem, Bear Creek and the Branciforte flood control channel is potentially difficult in dry years or after wetter years that have jammed woody debris on remnant flashboard dam abutments, though passage may be better in smaller watersheds in the Santa Cruz Mountains.

For juvenile rearing, hydrology (baseflow) is perhaps the most important limiting factor throughout the Santa Cruz Mountains, greatly determining food abundance, growth rate of juveniles and YOY survival rate. The sentence in the first paragraph on page 37 should read, “Summer baseflow, estuary/lagoon quality and extent, habitat complexity, sediment (gravel embeddedness) and low densities of fish are of greatest concerns for summer rearing juveniles,…” Unimpaired baseflow in summer and fall before the rainy season begins is naturally suboptimal in nearly all Santa Cruz Mountain watersheds except in wet years, whether diversions, well pumping or impoundments are present or not. Refer below to the tables of measured baseflows in Central Coast streams (**Alley 2015**).

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

Table 5a. Fall STREAMFLOW (cubic feet/ sec) measured by flowmeter at SAN LORENZO sampling sites before fall storms (or in 2011 when summer baseflow had resumed after early storm) by D.W. ALLEY & Associates.

Site # / Location	1995	1996	1998	1999	2000	2001	2003	2004	2005	2006	2010	2011	2012	2013	2014
1- SLR/ Paradise Pk	22.9	25.5	34.3	26.2	21.7	19.6				26.2	18.7	27.6	17.2	12.9	8.0
2- SLR/ Rincon				24.0	21.1	17.2									
3-SLR Gorge	23.3	20.5													
4-SLR/Henry Cowell	18.7		32.7	23.3	21.8	15.5				24.1					
5- SLR/ Below Zay.			31.9												
6- SLR/ Below Fall	14.6		23.4	12.8	11.6	9.4	10.6	8.8	18.9	14.3					3.7
7- SLR/ Ben Lomond	5.8				5.4	3.7	5.4	3.7	8.1						
8- SLR/ Below Clear	4.2		10.3	4.9	4.2	3.1	4.2	2.7	7.1	6.4	4.0		2.8	1.7	0.95
9- SLR/ Below Bould.	4.6		7.2	3.5		3.0	3.7	2.1	5.8						0.80
10- SLR/ Below Kings				3.0	1.1	1.3	0.6	0.52	1.4						
11- SLR/ Teihl Rd			1.7	0.8	0.8	0.4	0.9	0.63	1.5		0.94	1.10	0.40	0.38	0.13
12a- SLR/Lower Waterman G			1.0	0.7										0.33	0.10
13a/ Zayante below Bean			8.5	6.3	5.2	4.7	5.4	5.1	7.4	7.8*	4.9	7.2	4.4	3.9	3.2
13b/ Zayante above Bean			3.9	2.9	2.8	1.9	2.1	1.7	3.2	2.8					
14b/Bean bel Lockhart G	1.5		1.1	1.1	1.0	1.1	1.1	0.77	1.0	1.1					
14c/Bean abv MacKenzie											0.03	0.11	Dry	Dry	Dry
15/ Fall	2.0		3.4	2.2	1.7	1.7									1.0 (Balance)
16/ Newell	1.6				0.51						1.2	0.92	0.78	0.78	0.08
17a/ Boulder	2.0		2.2		1.1	1.0	1.25	0.9	1.6	1.7	1.6	2.2	1.1	1.1	0.76 (Balance)
18a/ Bear				0.45	0.61	0.34	0.6	0.51	0.90	1.1	0.68	1.3	0.23	0.16	0.03
19a/ Lower Kings			1.1	0.11	0.17	0.02									
20a/ Lower Carbonera	0.33	0.36													
21a-2/ Branciforte			0.80								0.44	0.81	0.32	0.29	

*Streamflow in lower Zayante Creek done 3 weeks earlier in 2006 than usual and before other locations.

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

Table 5b. Fall/Late Summer STREAMFLOW (cubic feet/ sec) Measured by Santa Cruz County Staff in 2006–2014 and from Stream Gages; Measurements by D.W. ALLEY & Associates; 2010 (September), 2011–2014 (October) at fall baseflow conditions, County Staff (Date specified).

Location	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
SLR at Santa Cruz Gage	13 (25 Oct)	14 (30 Oct)	0.6 (4 Sep)	0.3 (3 Sep)	0.6 (3 Sep)	5.5 (2 Oct)	12 (23 Sep)	5.2 (19 Oct)	5.6 (23 Oct) 9.1 (27 Oct) 3.2 (7 Jan 14)	0.6–7.1 (17 Oct) 1.2 (19 Oct)
SLR at Sycamore Grove		34.8	14.6	14.2	–	18.7 Paradise P. (DWA)	27.6 Paradise P. (DWA)	17.2 Paradise P. (DWA)	12.9 Paradise P. (DWA)	8.0 Paradise P. (DWA)
SLR at Big Trees Gage	22 (25 Oct)	21 (30 Oct)	11 (4 Sep)	11 (3 Sep)	12 (3 Sep) 11 (11 Oct)	15 (2 Oct)	22 (23 Sep)	15 (9 Oct); 16 (19 Oct)	11.0 (27 Oct)	7.8 (17 Oct)
SLR above Love Cr		13.14	5.4 After*	3.8	–	6.7 (9/7)			4.68 (8/14)	
SLR below Boulder Cr		7.49	2.9 After	3.1	–	5.9 (9/7)			1.75 (8/15)	0.80 (DWA)
SLR @ Two Bar Cr		1.8	0.78	0.39	–	2.0 (8/4)	2.4 (8/16)	1.46 (8/1)	0.32 (10/10)	0.11(8/6)
SLR @ Teihl Rd						0.97 (DWA)	1.1 (DWA)	0.40 (DWA)	0.38 (DWA)	0.13 (DWA)
Zayante Cr @ SLR		6.5	3.80	–	–	4.9 Below Bean (DWA)	7.2 Below Bean (DWA); 9.1 (8/3)	4.4 Below Bean (DWA); 5.1 (9/16)	3.9 Below Bean (DWA) 4.9 (10/10)	3.2 Below Bean (DWA) 3.1 (10/23)
Zayante Cr below Lompico Cr		1.2	0.96	0.41	0.43	1.51 (8/24)			0.47 (8/15)	
Lompico Cr @ Carrol Ave							0.3 (8/10)	0.39 (6/13) 0.26 (8/2)	0.18 (6/13)	0.06 (8/20)
Bean Cr adjacent Mt. Hermon		2.6	1.9	2.1	2.2	3.1 (9/2)	3.5 (8/25)		2.27 (8/13)	1.75 (10/23)
Bean Cr Below Lockhart Gulch		1.4	0.72	0.79	0.89	0.68 (9/2)			0.83 (8/13)	0.56 (10/16)
Newell Cr @ Rancho Rio		1.2	1.2	1.1	–	1.17 (DWA)	0.92 (DWA); 1.6 (8/17)	0.78 (DWA); 1.14 (11/4)	0.78 (DWA) 1.05 @ mouth (10/9)	0.08 (DWA) 0.23 (8/20)
Boulder Cr @ SLR		2.19	0.84	1.0	0.97	1.6 (DWA)	2.2 (DWA); 2.6 (8/17)	1.3 (DWA)	1.1 (DWA) 0.81 (10/10)	0.76 (10/2) (Balance Hydrologics) 0.55 (8/21)
Bear Cr above Hopkins Gulch						0.68 (DWA)	1.3 (DWA)	0.23 (DWA)	0.16 (DWA)	0.03 (DWA)
Bear Cr @ SLR		1.9	0.37	0.27	–	1.6 (8/4)	2.0 (8/16)	0.69 (8/1)	0.19 (10/10)	0.12 (8/6)
Branciforte @ Isabel Lane				0.3	0.25	0.42 (8/26)		0.57 (8/22)	0.59 (6/20)	0.31 (8/7)
Soquel Cr above Lagoon						2.3(DWA)	4.9 (DWA)	1.8 (DWA)	0.33 (DWA)	0.19 (DWA) (Walnut St.)
Soquel Cr @ USGS Gage	5.0**	6.6**	1.4**	0.65**	1.2**	3.4**	5.8**	1.8**	0.36**	0.35**
Soquel Cr @ Bates Cr		5.73	-	1.08		4.2 (9/1)	7.3 (8/31)	2.0 (9/19)	0.95 (9/11)	0.22 (9/17)
Soquel Cr above Moores Gulch						2.16 (DWA)	4.3 (DWA)	2.0 (DWA)	1.26 (DWA)	0.72 (7/16) 0.80 (DWA)

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

Location	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
W. Branch Soquel Cr @ Old S.J. Road Olive Springs Bridge		2.2	1.75 After	-	-	1.2 @ Mouth (DWA)	2.2 @ Mouth (DWA); 3.0 (8/31)	1.1 @ Mouth (DWA); 1.21 (9/05)	0.91 @ Mouth (DWA) 1.73 (5/14)	0.80 (9/16) 0.74 @ Mouth (DWA)
W. Branch Soquel Cr above Hester Creek (SCWD Weir/ Kraeger- prelim.)		1.5 (15 Sep)	1.0 (15 Sep)	-	-	-	-	-	-	-
E. Branch Soquel Cr @ 152 Olive Springs Rd.		-	1.0 After	-	-	0.77 @ Mouth (DWA)	2.1 @ Mouth (DWA); 2.7 (8/31)	0.54 @ Mouth (DWA); 0.43 (9/05)	0.16 @ Mouth (DWA) 2.0 (5/14)	0.0 (7/16) Trickle @ Mouth; Dry above (DWA)
E. Branch Soquel Cr below Amaya and above Olive Springs Quarry (SCWD Weir/ Kraeger- prelim.)		1.5 (15 Sep)	0.43 (15 Sep)	-	-	-	-	-	-	-
E. Branch Soquel Cr above Amaya Creek					Trickle (DWA)	0.44 (DWA)			0.03 (DWA)	Dry (DWA)
Aptos Cr below Valencia Cr		2.5	1.2 After	0.77	0.53	0.85 (9/1)		0.87 (DWA); 1.10 (9/05)	0.75 (DWA) 0.84 (9/11) (Valencia Cr. dry)	0.47 (9/16)
Aptos Cr above Valencia Cr						0.97 (DWA)	1.6 (DWA)			0.63 (DWA)
Valencia Cr @ Aptos Cr				0.007	0.34 (May)	0.09 Adj. School (DWA)	0.8 Adj. School (7/27)	0.20 (9/05)	0.105 (9/11)	
Valencia Cr below Valencia Rd						0.22 (DWA)				
Corralitos Cr below Browns Valley Road Bridge		15.9 (May)	0.49 (May)	dry	1.71 (May)	0.47 (9/2)	0.2 (9/8)		0.10 (9/5) Below Browns Cr.	0.51 (9/11) Below Browns Cr.
Corralitos Cr above Los Cosinos Road Br						2.0 (DWA)	2.6 (DWA)	2.0 (DWA)	1.54 (DWA)	1.29 (DWA)
Corralitos Cr @ Rider Cr		3.35	2.5 After	1.44	-	2.4 (9/2)		1.73 (9/13)	1.12 (9/5)	1.24 (9/11)
Corralitos above Eureka Gulch						0.63 (DWA)	0.71 (DWA)	0.23 (DWA)	0.16 (DWA)	0.07 (DWA)
Browns above diversion dam		0.96	0.30 After	0.32	-	0.41 (DWA)	0.79 (DWA); 0.5 (9/8)	0.30 (DWA); 0.14 (9/13)	0.10 (DWA) 0.21 (9/5)	0.33 (DWA) 0.21 (9/11)

* After 2 early October storms that increased baseflow.

** Estimated from USGS Hydrographs for September 1.

So, additional reduction in baseflow from human use represents impairment. **Yet baseflow is not mentioned as an important limiting factor on page 38. It should be.** In the San Lorenzo drainage, juvenile steelhead experience optimal streamflow for growth only in spring and early summer in most years and grow little during the remainder of the dry season. The exception is in the lower mainstem below the Zayante Creek confluence and in the lagoon where food is sufficiently abundant in most years to allow growth to continue through the dry season. The city of Santa Cruz diverts a significant portion of surface flows from north coast streams (Liddell, Laguna, Majors) and the lower San Lorenzo (Tait Street). The San Lorenzo Valley Water District diverts a significant portion of surface flow from Fall Creek and has other surface diversions in the Boulder Creek sub-watershed, as well as wells along Zayante Creek. The city of Scotts Valley has wells adjacent to Bean and Carbonera Creek. The Soquel Creek Water District has wells in the Soquel Creek and Aptos Creek watersheds. Hydrology should be rated poor to fair throughout the stratum with regard to juvenile rearing.

Water temperature was included as an impaired attribute (assumed higher than what would be suitable) for steelhead where coho salmon may overlap in distribution. It should be pointed out that the impairment is warranted for coho only and not steelhead, for which temperature is not impaired throughout the Santa Cruz Mountains except during severe drought in the lower and middle mainstem of the San Lorenzo drainage and regularly in certain lagoons, such as in Pescadero, San Lorenzo and Aptos estuaries/lagoons after artificial breaching. Northern California temperature criteria used in the draft Plan are inappropriate for Central Coast steelhead populations. As stated earlier, juvenile steelhead grow faster in warmer, downstream portions of the San Lorenzo and Soquel watersheds than cooler upper reaches. The temperature criteria for coho should be consistent with findings on the Mattole River (**Welsh et al. 2001**) (MWMT of 18°C being the relevant metric) instead of MWMT of 16°C, as is used in the Plan. Water temperature does not reach lethal levels for steelhead or coho salmon and does not restrict distribution of steelhead except possibly in artificially breached lagoons/estuaries, which leads to a hot, stagnant, saline layer along the bottom and stratification of water temperature and oxygen concentration where the only habitable portion of the water column is near the surface. Except for impaired lagoons that are artificially breached, the water quality parameter of water temperature is not a significantly impaired attribute for any life stage.

D. Review of Tables 3 and 4 of DPS CAP Viability Results

The ratings in Table 3 appear to lump all types of water years into one rating, which is not detailed enough. I recommend that impairment be rated according to level of impacts during dry years. The sustainability of the steelhead population depends on success in dry years and extended drought and not just average and wet years. The likelihood of extended drought may increase with climate change.

In Table 3 (CCC steelhead DPS CAP Viability Summary by Attribute, page 48), the San Lorenzo River lagoon/estuary was rated “fair” for summer rearing juveniles. The San Lorenzo estuary/lagoon

should be rated “poor” due to lack of freshwater conversion and stratification of water temperature and oxygen in summer due to artificial breaching of the rivermouth and large freshwater water diversion rates upstream of the estuary/lagoon that prevent adequate freshwater inflow.

In Table 3, for smolts the attribute hydrology is rated “fair” for the San Lorenzo, with regard to number, condition and/or magnitude of diversions. The “fair” rating appears appropriate for the San Lorenzo at this point. The sandbar at the San Lorenzo rivermouth may close prior to completion of smolt outmigration in drier years when inflow to the estuary is low due to water diversion at Tait Street. During the late 1980’s the San Lorenzo went subsurface below the Tait Street diversion during the smolt migration. Further research should be done to determine the minimum estuary inflow that is necessary to keep the San Lorenzo rivermouth open during smolt outmigration.

In Table 3, hydrology is rated “good” and “very good” for the San Lorenzo, with regard to adult passage flows. In our judgment, conditions in dry years, especially drought, should be those in which the rating is determined. Drier years are when human water use causes greatest impairment. We recommend that the hydrology rating be reduced to “fair” for the San Lorenzo drainage with regard to adult passage flows. During dry years, the city of Santa Cruz mainstem water diversions at Tait Street and Felton are potentially sufficiently high to impair adult fish passage at the beach and through the lower San Lorenzo mainstem, downstream of the Zayante Creek confluence. The high gradient San Lorenzo Gorge has a wide, split channel in the Rincon reach and numerous boulder clusters (Four Rock) further upstream that become migrational delay bottlenecks at flows less than approximately 100 cfs, which is greater than the 20 cfs, which is the minimum bypass requirement at the Felton Diversion.

Water quality in Table 3 is rated “fair” for the San Lorenzo with regard to toxicity. How is toxicity defined? Does this mean there is a high risk for toxic spills from road traffic or streamside construction? I am unaware of toxicity problems in the San Lorenzo drainage.

Attribute landscape pattern ratings related to the indicator timber harvest in Tables 3 and 4 in the San Lorenzo watershed (target watershed processes and attribute landscape patterns) are too high with regard to attribute quality. The ratings of “very good” in tables 3 and 4 for the San Lorenzo are inconsistent with the threat rating of “high” attributed to timber harvest as a threat in Table 5 (page 60). Attribute rating should be rated “poor” instead of “very good”. As stated earlier, the metric used for measuring impairment (percent of the watershed actively under THP management in the last 10 years) is flawed. A small total area of the watershed (6% reported for the San Lorenzo) being logged may contribute very significant sedimentation during high stormflow events that impacts all stream channels downstream of the logging operation. Loss of large trees along stream channels in logged areas negatively impacts the density of large instream wood in all of the stream channels downstream.

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

Logging was more active in the 1990's than in the last 10 years (double what it is now) and may increase in the future (**Appendix A**). 27% of the San Lorenzo River watershed is zoned Timber Preserve land and may be logged. During wet winters, logging roads fail, gullies form in skid trails, and culverts plug up without routine maintenance. (**Appendix B**). Unstable slopes are logged, with roads traversing unstable areas prone to landslides during large storm events. These lead to sedimentation of streams (**Appendix C**).

In Table 4 (CCC steelhead DPS CAP Viability Summary by Conservation Target, page 49) for summer rearing juveniles in the Estuary/lagoon, it should be rated "poor" for the San Lorenzo because of artificial sandbar breaches that allow saltwater to periodically enter with insufficient freshwater inflow to prevent stratification of water temperature and oxygen.

In Table 4 for summer rearing juveniles regarding hydrology, what is the difference between baseflow and instantaneous condition? What is instantaneous condition? Why would the ratings differ?

In Table 4 for summer rearing juveniles regarding water quality as turbidity, there is no turbidity problem that I know of in the summer, except during severe drought in the lower mainstem. It should be rated "good" for the San Lorenzo instead of "poor," as occurs in the table.

Table 4 rates the San Lorenzo "fair" with regard to juvenile steelhead densities. Since juvenile densities are greatly reduced since the late 1990's at lower and middle mainstem sites and densities of larger juveniles has trended downward during the last series of dry years (most sites rated as poor and below average by the Smith (1982) scale, we recommend ratings for summer rearing juveniles to be "poor" in the San Lorenzo drainage.

Review of San Lorenzo CAP Viability Results Table (beginning on page 1209 of Volume IV)

Adults-Condition-Hydrology-Passage Flows- Current rating should be "fair" instead of "Good."

Adults-Condition-Passage/Migration-Physical barriers- Current rating should be "fair" instead of "Good."

Summer Rearing Juveniles-Condition-Estuary/lagoon-Quality & Extent- Current rating should be "poor" instead of "fair."

Summer Rearing Juveniles-Condition-Water Quality-Temperature- Current rating should be "good" (using 7-day rolling average in summer of 20° C or less). The criteria used in the recovery plan are for northern California and inappropriate for Central Coast steelhead.

Summer Rearing Juveniles-Condition-Water Quality-Turbidity- Current rating should be “good” instead of “poor.”

Summer Rearing Juveniles-Size-Viability- The underlying assumption about density of juveniles saturating good habitat is without basis in reality, and the metric does not distinguish between small YOY and larger YOY and yearlings =>75 mm SL in the fall. No details were provided on how they determined the density of juveniles in the San Lorenzo from existing data. We recommend using Smith’s (1982) criteria. If there are to be only 4 categories, then the recommended rating would be “poor” in dry years and “fair” in average and higher baseflow years.

Watershed Processes- Landscape context-Hydrology-Impervious Surfaces- Should be rated “fair” instead of “good” because the metric in the recovery plan is too simplistic, and more than 10% of the watershed is impaired from the impacts of increased runoff from urbanized Scotts Valley, Boulder Creek, Ben Lomond, Felton and Santa Cruz. Impervious surfaces are correlated with urbanization. It is inconsistent to rate impervious surfaces as “good” in the watershed when urbanization is rated “poor” in the same table.

Watershed Processes- Landscape context-Landscape patterns-Timber Harvest- Should be rated “poor” because the metric is flawed and should be the percent of the channel miles impacted by increased sedimentation and loss of instream wood as a result of logging at the rate prior to the economic downturn. If surface area of timber harvest is to be used, it should be the accumulated area harvested in the last 30 years. Each time an area is re-entered for logging, it should be added to the total.

E. Review of Steelhead Historical Intrinsic Potential

The map of steelhead distribution and intrinsic potential on page 1208 overestimates the extent of steelhead distribution and intrinsic potential. After reviewing this map and associated IP values assigned to various stream reaches the following changes are recommended:

1. Field data should be collected and stream gage data should be used to verify the accuracy of inputs for model variables in the IP model (channel confinement, mean annual discharge and channel gradient) before steelhead recovery targets are finalized. If this cannot be done, the IP values should be changed as recommended below. The following recommendations are based on personal observations of channel geomorphology and passage impediments, and baseflows measured by fisheries biologist, Donald Alley, over the past 33 years.

a). To prevent misguided recovery efforts and an error in the *adult* steelhead recovery target *population size*, the historic IP should be reduced in tributary reaches, *including Carbonera, Glenwood Canyon, Granite, Crystal, Love, Eagle, Fall, Lockhart Gulch, Boulder, Kings, creeks, Gold Gulch and*

the upper mainstem San Lorenzo above Boulder Creek confluence where the IP model provides unrealistically high ratings. (See *specific recommendations below.*) Estimates of channel confinement were probably imprecise for these small watercourses and estimates of channel gradient were likely either improperly made or improperly applied, and because the mean annual discharge was inaccurately determined or inadequately portrayed the summer baseflow.

b). Increase the historic IP in the mainstem San Lorenzo up to the Boulder Creek confluence.

c). The model used to calculate historical steelhead intrinsic potential (IP) was based on only three variables that were estimated without field data collection and required no familiarity with the watershed (Burnett, et al., 2003). It is a model that provides predictions based on present day channel confinement, channel gradient and mean annual discharge, combined with suitability curves generated from empirical data collected on present *day steelhead distributions in northern Oregon watersheds*. Estimates of mean annual discharge in the San Lorenzo were not generated from actual streamflow, but instead from a ratio of surface area to mean annual precipitation. No measured streamflows were utilized. *Differences in soil types and geology were not considered.* The estimate of channel confinement was not based on field measurements, but instead came from valley widths generated by a digital elevation model that provided elevations at 10 m intervals combined with estimates of active channel width based on mean annual discharge (which assumes similar geology throughout the watershed).

2. Average summer baseflow should be used as a metric instead of estimated mean annual discharge. High historical IP values are assigned to very small channels that provide little habitat. Based on steelhead densities measured *by myself, I find* that smaller tributaries with naturally very low baseflows have lower steelhead densities and likely had low historic intrinsic potential for steelhead.

3. Stream gradients should actually be measured in the watershed. *I have observed consistently poor pool development and passage impediments in higher gradient tributaries, indicating low historical steelhead IP.*

4. Knowledge of total and partial natural passage impediments should be incorporated in assigning and mapping historical IP. Estimates of IP are inaccurately high in most tributaries because complete spawning access *was* assumed when impediments exist to steelhead anadromy. IP values should be reduced in tributaries having partial *or total* natural barriers that would have impeded adult access in drier years. *These tributaries include Bull, Bennett and Shingle Mill, Zayante, Lompico, Love, Fritch, Newell, Boulder, Jamison, and Kings creeks and the upper San Lorenzo. (See specific recommendations below.)*

5. Increase the historical IP rating to “high” throughout for the mainstem River from the rivermouth to the Boulder Creek confluence.

This reach likely had favorable rearing habitat qualities for steelhead with stretches of reduced confinement and productive fastwater habitat in riffles, runs and heads of deep pools, and abundant instream wood. In addition, the reach has hydraulically optimal spawning glides that likely had high quality spawning gravel before substrate degradation documented by CDFG in the 1970's.

6. Decrease the historical IP rating to “low” on the mainstem River upstream from a point 2.8 miles upstream from San Lorenzo Park (3.3 miles upstream of the Kings Creek confluence), which is the beginning of Reach 12 in steelhead monitoring (Alley 2000). The gradient and channel confinement increase above that point and passage impediments due to debris jams in a steep-walled canyon were likely high. Anadromy should end at the point where Castle Rock State Park is labeled. **There are no tributaries upstream of Kings Creek on the mainstem that likely provided any steelhead habitat except for the one from the west, downstream of San Lorenzo Park. This tributary should be assigned a low IP rating due to its very small size and limited streamflow.**

7. The Branciforte tributaries- Glen Canyon Creek, Granite Creek, Crystal Creek, and any stream reach upstream of Tie Gulch on Branciforte Creek should be assigned a low historical IP because of high channel confinement, higher gradient and very low summer baseflow. Glen Canyon Creek has an estimated gradient of 2% for the first 1.1 miles that increases rapidly above, based on map contour intervals. Granite Creek has an estimated gradient of 3% for the first 0.7 miles that increases rapidly above. Crystal Creek has an estimated gradient of 2.6% for the first 0.8 miles that increases rapidly above and is shown as ephemeral. Tie Gulch is shown as ephemeral. Streamflow was likely very minimal in Branciforte Creek, historically, upstream of Tie Gulch.

8. Carbonera Creek should have an IP rating of “medium” for the first 0.5 miles where the gradient is less and stretches of less confinement exist but summer baseflow was likely low, historically. **The reach from CM 0.5 to impassable Moose Lodge Falls at CM 4.2 should be given a “low” IP rating** because 1) the channel becomes very confined in a deep canyon, gradient increases, 2) pool development is poor, 3) three low flow passage impediments begin at CM 2.0 that may impede adult passage in drier years and 4) summer baseflow was likely low, historically.

9. Gold Gulch should be assigned a “low” historical IP rating because of its small channel size, high confinement, sporadically high gradient, very low summer baseflow and poor pool development. Gold Gulch has an estimated stream gradient of 2.6% for the first 0.9 miles that increases rapidly above, based on map contour intervals.

10. The map shows steelhead habitat in an unnamed tributary to the San Lorenzo from the west, downstream of Gold Gulch that should have no historical IP. It does not appear on the USGS map. However, there is a very tiny, confined and ephemeral stream in the vicinity that rapidly increases gradient. If that is the one described as an unnamed tributary, it should be removed from potential steelhead habitat.

11. Powder Mill and Eagle Creek should be assigned a “low” IP because of their small size and low baseflow.

12. The Felton tributaries to the mainstem from the west– Bull, Bennett and Shingle Mill creeks should be excluded from steelhead habitat, because all but Bull were historically inaccessible to salmonids, and now Bull is inaccessible due to a 600-foot underground culvert at its mouth. If Newell Creek above the dam is excluded, then Bull Creek should also be.

13. On Zayante Creek, two tributaries from the north below Lompico Creek should be excluded from historical steelhead habitat due to their historic *spawning* inaccessibility, steep drops into Zayante Creek, and their likely historically ephemeral natures. The tributary from the north between the Lompico and Mt. Charlie Gulch confluences should be removed due to its high gradient and ephemeral nature.

14. Zayante Creek from its mouth to Lompico Creek should have a high historical IP rating due to relatively high present-day juvenile steelhead densities, relatively high summer baseflow, good spawning access, good pool development and periodic sunny stretches that are very productive with relatively high YOY growth rates and densities.

15. Zayante Creek between Lompico Creek confluence and Mt. Charlie Gulch confluence should be given a medium historical IP rating because of the partial passage impediments at Quail Hollow Falls (now laddered) and a wide bedrock chute downstream of the Lompico Creek confluence (now a narrow slot jack-hammered into it). **Mt. Charlie Gulch and Zayante Creek above its confluence should continue with “medium” IP values throughout** because baseflow is often very low and intermittent at times (1981) above the confluence, though good pool development exists. Where Zayante Creek branches at a point upstream of Mt. Charlie Gulch confluence, the IP rating should be “low” because of increased gradient and very low summer baseflow.

16. Exclude Lompico Creek from historical steelhead habitat. Steelhead inhabit the creek in most years only because of a well-maintained fish ladder. A natural bedrock falls exists near its mouth (now laddered), combined with a bedrock segment immediately above the falls, containing other drops

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

without approach pools, that would have made Lompico Creek historically unavailable to steelhead except in the rarest of high stormflow conditions.

17. Regarding tributaries to Bean Creek, exclude the tributary from the south, below the Lockhart Gulch confluence from historical steelhead habitat because of its impassable high gradient and sometimes ephemeral nature.

18. In Lockhart Gulch, the historical IP rating should be “low” because of the small, confined nature of the stream channel, the bedrock chute within 1/2-mile of its mouth that is only sometimes passable to adult salmonids and because of the Gulch’s very low summer baseflow.

19. Ruins and Mackenzie creeks, small tributaries to Bean Creek, should be removed from historical habitat because of the tiny, confined, intermittent summer baseflow of the creeks. In most years they are ephemeral.

20. Exclude the reach above Love Creek Falls on Love Creek and all of Fritch Creek from historical steelhead habitat. Love Creek has a natural 12-15-foot vertical waterfall approximately 1/3 mile from its mouth which would have made the reach above seldom historically accessible to steelhead. An additional bedrock chute and cascade exist downstream of the falls, which would be passable only at moderate stormflows (>500 cfs at Big Trees). **This reach below Love Creek Falls should be rated “low” IP** because of Love Creek’s high confinement, poor pool development through a bedrock-dominated reach with very low summer baseflow.

21. In Newell Creek, the *historical* IP rating should be “medium” for the first mile and “low” above. Newell Creek historically had a low baseflow, offering limited rearing habitat. Spawning habitat was likely poor due to high sedimentation from sandy geological conditions. One mile from the creek mouth there is a flat bedrock chute 50 feet wide and 6 feet high that was likely a substantial passage impediment for steelhead, historically.

22. In Fall Creek, the *historical* IP rating should be “high” for the first 0.8 miles and “medium” for the next 0.8 miles. Above that it was likely inaccessible historically due to high gradient and should be given no *historical* IP. Steelhead are typically in high densities in Fall Creek with its good escape cover and high baseflow. But YOY grow slowly due to its heavily shaded condition, high gradient and limited potential for pool development. Fall Creek has an estimated stream gradient of 3.3% for the first 0.7 miles and 6.1% for the next 0.6 miles, based on map contour intervals. It has less confinement than typical tributaries. It retains instream wood. It is low in the upper watershed above the San Lorenzo Gorge for good spawning access. **The unnamed tributary that confluences with Fall Creek in the first 200 feet and empties out of the high school property should be given a**

“low” historical IP because of its very small, sometimes ephemeral nature. It is shown as ephemeral on the USGS quad sheet. **The tributary, Bennett Creek, from the south should be excluded from historical steelhead habitat** because of high gradient, high confinement, typically inaccessible to adults due to a high gradient drop at its mouth, its very small size and its ephemeral nature in some years. Efforts at pool development and enhancement failed in Fall Creek in the past, and its high gradient allows wood clusters to create impediments that make adult salmonid access difficult in its upper reaches.

23. Manson Creek should be assigned a “low” historical IP because of its very small size and low summer baseflow.

24. Boulder Creek should be given “medium” historical IP value to the Peavine confluence, “medium” IP from Peavine to Jamison confluence and “low” above to Hare Creek. Boulder Creek is very highly confined (vertical canyon walls common), has almost exclusively bedrock pools with little fish cover and has high gradient. However, it has relatively high baseflow and significant escape cover under boulders to provide some juvenile rearing habitat in pools and step-runs. Boulder Creek has an estimated gradient of 2.4% for the first 2.8 miles to just past the Jamison Creek confluence, based on map contour intervals. Adult steelhead access becomes more limited above the Peavine confluence. Stream gradient flattens out in Boulder Creek and into Hare Creek above the Jamison Creek confluence. However, this reach has low adult passage access because of the numerous steep gradient riffles consisting of large cobbles and boulders that are shallow except at high stormflows. The residence time for large wood in Boulder Creek is short because it is easily washed out during winter stormflows. Habitat typing in a ½-mile segment of lower Boulder Creek in 2009 indicated that wood provided no escape cover steelhead. Pools are formed primarily by bedrock. Pools lack complexity due to the natural shortage of instream wood, but unembedded boulders provide some cover. Winter refugia for juveniles from stormflows was likely extremely limited, historically, due to high channel confinement and lack of pool complexity.

25. Jamison and Hare creeks, tributaries to Boulder Creek, should be given “low” historical IP value for several reasons. First, both tributaries were likely inaccessible to adult steelhead except during higher stormflows due to the numerous high gradient and shallow riffles of large boulders found downstream in Boulder Creek. Based on electrofishing data, the steelhead population appears to be mostly resident rainbows just downstream of the Jamison Creek confluence, indicating poor spawning access for steelhead. Secondly, Jamison Creek is highly confined and likely difficult to access for adult coho many years because of its high gradient boulder drops near its confluence with Boulder Creek. Jamison Creek has a gradient of 4.9% for the first 0.6 miles and higher gradient above, based on examination of map contour lines. Thirdly, both Jamison and Hare creeks historically had very low summer baseflows.

26. Exclude Foreman, Silver and Peavine creeks, all being tributary to Boulder Creek, from steelhead distribution due to historical inaccessibility caused by high gradient drops into Boulder Creek.

27. In Bear Creek, the historical IP value should be rated “high” up to the Deer Creek confluence because the gradient is generally low; deep corner pools are present, even today, that would have collected considerable instream wood to provide excellent escape cover and juvenile rearing habitat; confinement is at most moderate in places. **Assign “low” historical IP to Bear Creek beyond Deer Creek confluence and in Deer Creek, itself, due to heavy shade in a highly confined canyon, high potential for passage impediments resulting from increased gradient and confinement, very small channel size and very low summer baseflow. Eliminate the three lower tributaries on Bear Creek from historical steelhead habitat** due to their inaccessibility caused by high gradient at or very near confluences with Bear Creek and their ephemeral streamflow in many years.

28. Two Bar Creek should be given the “low” IP value due to its small size, very low summer baseflow and likely sand-dominated streambed, historically.

29. Kings Creek should be given the “low” historical IP value due to its typically low juvenile steelhead densities, small size, likely historically sand-dominated streambed and very low summer baseflow. Logan Creek, tributary to Kings Creek, should be assigned “low” historical IP because of high confinement, very low summer baseflow, small channel size and very limited pool development. **An impassable waterfall exists approximately ¾ mile upstream of Logan Creek confluence on Kings Creek. All potential habitat above the waterfall was historically inaccessible to steelhead and should be excluded.**

F. Review of the San Lorenzo River CAP Threat Results Table

Increase the Channel Modification threat for winter rearing juveniles from “high” to “very high.” We interpret removal (cutting up) of large instream wood by the County and streamside residents as channel modification. The low density of large instream wood is indicative of this active channel modification for flood control purposes.

Increase the Logging and Wood Harvesting threat to eggs and summer rearing juveniles from “medium” to “high.” Increased streambed sedimentation and loss of large recruitment resulting from logging practices degrade spawning gravel, prevent gravel sorting and degrade juvenile rearing habitat.

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

Increase the Severe Weather Patterns threat for all life stages to “very high” and not just summer rearing juveniles. Our juvenile sampling has indicated poor spawning success, poor egg survival and poor overwinter survival of yearlings after large storm events. Very large storm events, such as the January 1982 storm, flush nearly all yearlings from Central Coast watersheds due to the shortage of large instream wood and the absence of velocity refuge.

G. Review and Comment on San Lorenzo River Recovery Action Table

In the San Lorenzo Recovery Actions table (beginning on page 1217) under Recovery actions for the estuary, the reduction in the frequency of artificial breaching events is critical to improving lagoon habitat for steelhead. Therefore all recovery steps listed under Recovery Action Step- Estuary to reduce artificial breaching (SLR-CCCS-1.1.2) should be given priority 1 status with a 5-year time frame of getting them accomplished. That includes SLR-CCCS-1.1.2.1, 1.1.2.2, 1.1.2.3, 1.1.2.4.

Add an additional recovery step SLR-CCCS-1.1.2.5 under Estuary- “Evaluate and implement a possible structural improvement (flume/ outlet pipe) to maintain the lagoon at a water surface elevation during the summer/fall at a level below which flooding occurs in lagoon-side storm drains and basements and eliminates the need to artificially breach the sandbar.” This should have a priority of 1 and a time frame of 3-5 years. This recovery action calls out the benefit of a flume to not only increase the elevation of a freshwater lagoon (1.1.6.1) but to reduce flooding and artificial breaching.

All recovery steps listed under Recovery actions for the Estuary regarding improvement of estuary/lagoon habitat (SLR-CCCS-1.1.3) should have a priority of 2 with a 10-year time frame. That includes SLR-CCCS-1.1.3.1, 1.1.3.2, 1.1.3.3.

All recovery steps under Recovery actions for the estuary regarding increasing the rate of lagoon formation and/or freshwater conversion (1.1.4) should be given priority 1 with a 5-year time frame. That includes SLR-CCCS-1.1.4.1, 1.1.4.2.

Add the following additional Recovery step to the 1.1.4 grouping with priority 1 and 3-year time frame:

SLR-CCCS-1.1.4.3- “Work out an agreement with the city of Santa Cruz to minimize water diversion at Tait Street immediately when the sandbar closes at the rivermouth and continue to maximize lagoon inflow past their diversion until the lagoon has undergone freshwater conversion. This may require a 3-4 week period of transition.”

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

All recovery actions under Recovery steps for the estuary regarding increasing freshwater lagoon elevation during seasonal closures by constructing a flume (outlet pipe) (SLR-CCCS-1.1.6) should have the highest priority 1 with a 3-year time frame. That consists of just one, SLR-CCCS-1.1.6.1.

For recovery action step SLR-CCCS-3.1.1.3 under Hydrology, it should state, “Implement a comprehensive stream flow evaluation program to determine instream flow needs for salmonids. Focus initial efforts in the lower and middle reaches of the mainstem San Lorenzo River from the lagoon to Boulder Creek confluence” instead of only in the middle reaches (from Zayante confluence to Boulder Creek confluence). The reason for including the lower mainstem is that the city of Santa Cruz water diversion at Felton impacts instream flows in the lower mainstem in late fall, winter and spring. Water diversions and well pumping in the upper watershed impact flows year round in the lower and middle mainstems. The city of Santa Cruz water diversions at Tait Street impact stream channel above the lagoon.

There is a mistake in the comments to the Action Step SLR-CCCS-3.1.1.4 under Hydrology. It erroneously states that Scotts Valley is located above anadromous portions of the San Lorenzo River watershed. This is true regarding Carbonera Creek. However, Scotts Valley is adjacent to reaches of Bean Creek, which have anadromous salmonids, including coho salmon in the past and steelhead presently. A stretch of nearly 2 miles of Bean Creek with high potential for steelhead and coho salmon production now goes dry each year, presumably due to water extraction. The action description to investigate the potential for expansion of the Scotts Valley water reclamation system should have a priority of 1 instead of 3.

Recovery Action Step SLR-CCCS-3.1.1.5 under Hydrology, with the action description to investigate water recharge in Scotts Valley quarries, should have priority 1 instead of 3, with duration of 10 years for the same reasons as the previous action step. It may take several years to see a positive change in streamflow from the point of recharge. So, this effort needs to be started immediately. Add “implementation” to the action step that now only requests investigation of the possibilities. The Scotts Valley Water District is already looking into the feasibility of using the quarries.

Add recovery step SLR-CCCS-3.1.3.4 under Hydrology as follows- “Investigate illegal water diversion and well pumping related to marijuana propagation or other agricultural activities and prosecute violations accordingly.”

Recovery Action Step SLR-CCCS-5.1.1.2 with description to “Remediate passage barriers in San Lorenzo River tributaries” should have additional impediments mentioned that should be modified. They are the remnant flashboard dam abutment on lower Bear Creek, remnant flashboard dam abutments and road crossings in upper Branciforte Creek, 2 bedrock chutes on Zayante Creek (one

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

between Quail Hollow Road Bridge and the Lompico Creek confluence and one between American States Drive Bridge and Mt. Charlie Gulch confluence). The bedrock chutes below the Boy Scout Camp on Kings Creek should have the lowest priority because of the limited rearing habitat in upper Kings Creek due to very low summer baseflow.

All passage impediments on tributaries should not be given equal priority of 2. They should be prioritized by importance. The Branciforte flood control channel should have priority 1 because it is a mile long and at the mouth of a major tributary. We recommend that the action be described as “Prioritize and remediate passage barriers in San Lorenzo tributaries and under priority put “1 or 2.”

In Recovery Action Step SLR-CCCS-5.1.1.3 to “Remediate passage barriers on the mainstem San Lorenzo River,” the flashboard dam abutment below the upper Irwin Way Bridge should be further described as located immediately upstream of Spring Creek confluence and is known as Barker’s dam, which may significantly impede adult and smolt passage to and from Boulder, Bear and Kings creeks and the upper San Lorenzo in dry years, with or without debris stacked up on it. This recovery action step should have priority 1 with a duration of 5 years. This Barker dam remediation should have higher priority than any other except the Branciforte flood control channel. I recommend the action be described as “Prioritize and remediate passage barriers on the mainstem San Lorenzo River.”

Regarding SLR-CCCS-6.1.1.5 Action step-Habitat Complexity- Increase the priority to 1 since County staff are contacted each year by streamside landowners to deal with clusters of instream wood.

Add recovery action step SLR-CCCS-6.1.1.8 regarding habitat complexity. It should have the action description as follows: “Change the California Forest Practice Rules to provide a no-harvest buffer zone along all ephemeral and perennial streams within timber harvest areas.” This will allow restoration of large conifers adjacent to stream channels with eventual recruitment as LWD. This should have a priority of 1 and a 100-year duration.

For Recovery Action step SLR-CCCS-8.1.1.1 under action step sediment, the action description should include “Remediate erosion problems causing stream sedimentation as determined by the road survey.” The road survey alone does no good. Also, the comments should read “Initial focus should be directed at roads affecting lower reaches of Bean Creek, etc.

For Recovery Action step SLR-CCCS-8.1.1.2 under action step sediment, the action description should include Bean Creek with Zayante and Branciforte creeks. The Mount Hermon slide is adjacent to Bean Creek. In the comments section, recommend installation and maintenance of sediment catchment basins.

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

Recovery Action steps SLR-CCCS-8.1.1.2 and SLR-CCCS-8.1.2.4 have the same action description with different time frames and different priorities. They should both include Bean Creek as a key tributary. It has numerous bank failures and 2 large landslides along it (one downstream of Mackenzie Creek confluence and the Mount Hermon slide.)

Include in the comment section for SLR-CCCS-8.1.2.6 under Sediment that sediment catchment basins may be especially successful in the sand hills that feed Newell, Zayante and Bean creeks. One was effective in the neighborhood near Quail Hollow School during the 1982 flood. Lands owned by the city of Santa Cruz and the San Lorenzo Valley Water District in the sandhills may be good locations.

Add action step SLR-CCCS-8.1.2.8 under Sediment. It should have the action description, "Replace imperviously surfaced parking lots in Scotts Valley with permeable surfaces." The Santa Margarita aquifer is drastically overdrawn beneath Scotts Valley, and Bean Creek and Carbonera creeks have become increasingly flashy during stormflows to increase streambank erosion and sedimentation. It should have a priority of 1 and under a 20-year time frame.

Add action step SLR-CCCS-8.1.2.9 under Sediment to read, "Discourage land conversion to vineyards or other land-clearing agriculture, such as marijuana propagation, on potentially unstable, steep slopes with County Ordinances."

For Recovery Action Step SLR-CCCS-11.1.1.4 under viability, continued ongoing juvenile sampling efforts should be given a priority of 1 instead of 3. Reword the action description to include habitat evaluation with the juvenile sampling. Juvenile steelhead densities are the primary indicator of rearing habitat quality in the watershed and an indicator of adult spawning success. Monitoring of juvenile densities is key to directing recovery actions and evaluating effectiveness.

Add action step SLR-CCCS-13.1.2.2 under Channel Modification to read, "Institute an ongoing, effective educational program with city and county staff and streamside residents regarding the importance of maintaining large instream wood for juvenile steelhead survival and recovery of the steelhead population." This should be priority 1.

Add action step SLR-CCCS-13.1.2.3 under Channel Modification to read, "Replace the Highway 1 Bridge over the San Lorenzo River near River Street with a larger freespan bridge with increased freeboard." This should be priority 1. It should be done within the next 5 years. In the Comment section for this action step, state that "Presently the Highway Bridge has piers in the stream channel that accumulate LWD during high flows to threaten this heavily used bridge. A larger freespan bridge at this location will reduce the pressure to cut up instream wood for flood control protection."

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

For Recovery Action Step SLR-CCCS-13.1.3.1 under Action Step Channel Modification and regarding adult and smolt passage through the lower San Lorenzo River and Branciforte flood control channel, increase the priority to 1 instead of 2. These passage issues are at the bottom of the watershed, potentially affecting passage to and from the entire watershed.

For Recovery Action step SLR-CCCS-19.1.2.1 under logging that states, “Timber management should be designed to allow trees in riparian areas to age, die and naturally recruit into the stream.” It should include the species of trees, “redwood and Douglas Fir trees, to age, die and naturally recruit into the stream.” The comments for this action step should recommend a no-harvest buffer zone along all streams of Class I, II and III in TPZ land. This is the simplest and clearest solution that does not provide room for interpretation and circumventing environmental protection. Riparian buffer zones are not really buffers if logging is allowed within them. This action step should have a priority of 1 instead of 3.

For Action step SLR-CCCS-19.2.1.1 under logging, Class I streams to Class II streams to increase buffers. . No-harvest buffer zones should be established on both stream classes, as well as Class III stream courses. The no-harvest buffers should be increased from 30 feet stated in the recovery plan comments. The no-harvest buffer should be wider for Class I streams (at least 100 feet on either side) than Class II (at least 50 feet on either side) and III streams (at least 30 feet on either side).

All Action steps under the logging threat action ID SLR-CCCS-19.2.2. should have priority 1 because of the high potential threat from logging activities. That includes 19.2.2.1, 19.2.2.2, 19.2.2.3, 19.2.2.4, 19.2.2.5

The action description for SLR-CCCS-19.2.2.1 should include “Remediate failed erosion control measures.”

Add a Recovery Action step SLR-CCCS-21.1.1.4 under threat from recreation. It should read, “Discourage any new development in the San Lorenzo River watershed that may have the potential to increase night-lighting along stream courses, increase impermeable surfaces, increase winter storm runoff, increase on-site erosion or increase human water demand during the dry season.” The priority should be 1. Such developments may inhibit fish migration, reduce aquifer recharge, increase stream sedimentation and reduce summer baseflow and fish rearing habitat. This action step may belong in the residential/commercial development section, as well.

Add Recovery Action step 21.1.2.2 under recreation and regarding minimizing increased landscape disturbance to read, “Prohibit mountain bike and equestrian activity on trails within state parks, state

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

forests and on other publically-owned land that may cause soil compaction, increased surface erosion, increased storm runoff and increased sediment input to stream channels.”

In Recovery Action Step SLR-CCCS-21.2.2.2 under recreation, the action description should read, “Remove all existing summer dams and remnant (inactive) summer dam abutments that create passage impediments to migrating adults or smolts.” Most structures are no longer functioning as summer dams in the San Lorenzo system but still create passage impediments (Barker Dam). Increase the priority from 3 to 1. These potentially create serious passage problems in dry years.

Add a Recovery Action Step SLR-CCCS-22.1.1.4 under Residential/Commercial Development. It should read, “Federal and State regulatory agencies should provide incentives to city, county and water agencies to incorporate the Multispecies Recovery Plan into their watershed planning documents and Habitat Conservation Plans.”

In Action step SLR-CCCS-24.2.2.1 under severe weather patterns, the comments section should state that areas should be evaluated for adult steelhead migrational passage in light of all permitted and unpermitted diversions in the lower, middle and upper reaches of the San Lorenzo. This is because the Felton diversion dam is identified in the lower mainstem by Alley. The lower mainstem extends to the Zayante confluence according to Alley. When you use terms like lower, middle and upper, you need to define them. It might be best to say in light of all permitted and unpermitted diversions above these difficult fish passage sites. Initial focus should include the entire San Lorenzo Gorge.

Action steps SLR-CCCS-24.2.2.3 and 24.2.2.4 under severe weather conditions should be deleted. The city of Santa Cruz is no longer pursuing a desalination plant and is opting for improved water conservation. You could add the phrase, “If the city of Santa Cruz decides to build a desalination plant in the future, then.....” to the beginning of each action step. However, Soquel is not a city. The arrangement would be with the Soquel Creek Water District.

For the Action Step SLR-CCCS-25.1.2.2 under water diversion/impoundment regarding identifying problems of water diversion where potential steelhead streams go dry, increase the priority to 1 instead of 2. The action description should read “Monitor, identify problems and prioritize needed changes to water diversions and well pumping....” Add the following to the comment section: “It has observed that a major anadromous salmonid reach in Bean Creek (approximately 2 miles in length), from Ruins Creek to above the Mackenzie Creek confluence, becomes dewatered in many years, resulting in substantial juvenile steelhead mortality.” Insert this comment after the first reference to Alley studies.

Action steps SLR-CCCS-25.1.2.6 and 25.1.2.7 under water diversion and impoundment regarding Scotts Valley water management, both action steps should have a priority of 1. 25.1.2.7 should read,

D.W. ALLEY & ASSOCIATES Review and Comments

Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

“Investigate feasibility and implement recharge activities in Scotts Valley quarries with reclaimed water as a water conservation strategy.”

Add an action step SLR-CCCS-25.1.2.9 under water diversion/impoundment to “Identify the cause of and seek remedial action to prevent dewatering of Bean Creek adjacent to the city of Scotts Valley in the vicinity of Mackenzie Creek confluence and downstream to Ruins Gulch and rescue and relocate the thousands of juvenile salmonids in this reach each summer before streamflow disappears.” This should have a priority of 1.

Delete action step SLR-CCCS-25.1.4.2 under water diversion/ impoundment because the city of Santa Cruz no longer proposes to build a desalination plant. The step could be reworded with the phrase, “If the City of Santa Cruz decides to build a desalination plant in the future, then.....” But you need to add “to reduce water diversions and provide more instream flow to salmonids.” If the city were to build a desalination plant and allow expansion of its customer service hookups, then potential instream flow benefits to aquatic species from this additional water source would be nullified. A way to insure additional instream flow for fish would be for the city of Santa Cruz to agree to reduce its water rights once the desalination plant is built, which is highly unlikely to be agreed to.

Increase to priority 1 all Action steps in the SLR-CCCS-25.2.1 grouping under water diversion/impoundment to prevent or minimize impairment to stream hydrology. Those not yet given priority 1 include 25.2.1.1, 25.2.1.4, 25.3.1.7, 25.2.1.10, 25.2.1.11, 25.2.1.12, 25.2.1.13.

For Action Step SLR-CCCS-25.2.1.4, there is a typo in the first sentence of the comment section. It should read, “The aquifer is currently overdrawn resulting in streamflow reduction in Zayante and Bean creeks and the mainstem, downstream to the estuary/lagoon.”

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Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

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Appendix A. Board Feet of Timber Harvested 1994-2009 in Santa Cruz County

Year	Board ft. in millions
1994	22.84
1995	26.60
1996	25.39
1997	26.47
1998	22.37
1999	16.16
2000	18.41
2001	7.23
2002	9.14
2003	9.61
2004	11.09
2005	9.67
2006	9.60
2007	9.41
2008	12.72
2009	8.40

Source: State of California Board of Equalization
<http://www.boe.ca.gov/proptaxes/pdf/yr3694to08.pdf>
<http://www.boe.ca.gov/proptaxes/pdf/ytr362009.pdf>

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Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

Appendix B. Timber Production Zoning

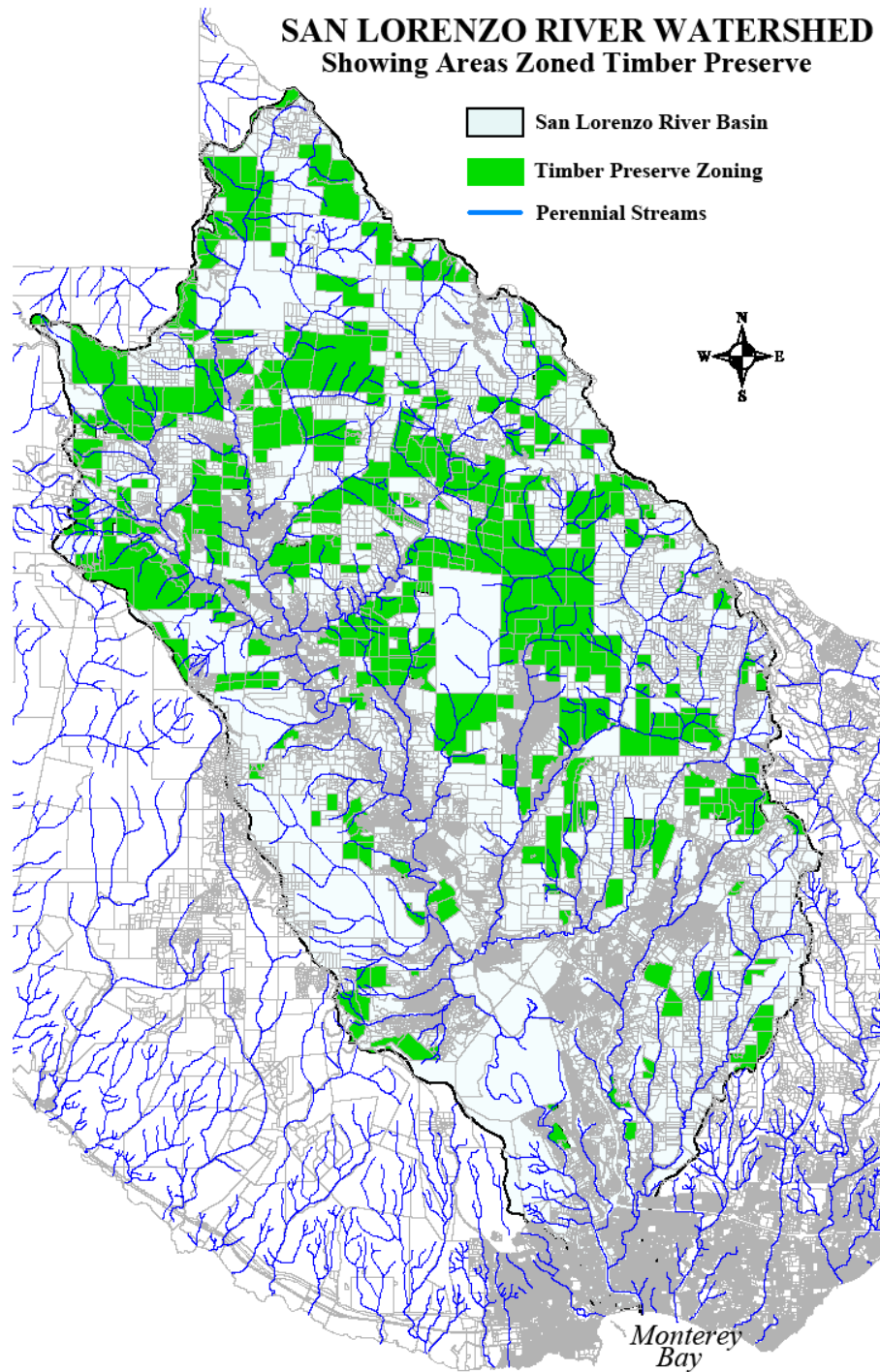


Figure 1

Figure 1. Map of the San Lorenzo River Watershed showing TP zoning with stream overlay.

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Re: Draft Multispecies Recovery Plan for the San Lorenzo River Watershed- January 2015- Public Version

Table 1. Timber Production Zoning in the San Lorenzo River watershed

Acres in watershed	Square miles in watershed	Acres in TP zoning	Square miles in TP zoning	Percent of watershed in TP zoning
87,006	136	23,783	37.16	27

Source: San Lorenzo Valley Water District GIS Dept., 2010

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Appendix C. Photographs of Logging Operations in the Santa Cruz Mountains

Source: Santa Cruz County Planning Department, 1998



3. Fritch/Koppala 1-96-247-SCR
RPF - Webster

Class II canopy



4. Fritch Creek/Koppala 1-96-247-SCR
RPF - Webster

Class I canopy: right half = harvest
boundary, left half = un-cut area

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1. Fritch Creek/Koppala 1-96-247-SCR
RPF - Webster
Class II stream - slash/logs in stream. note
canopy cover and un-cut WLPZ in
background

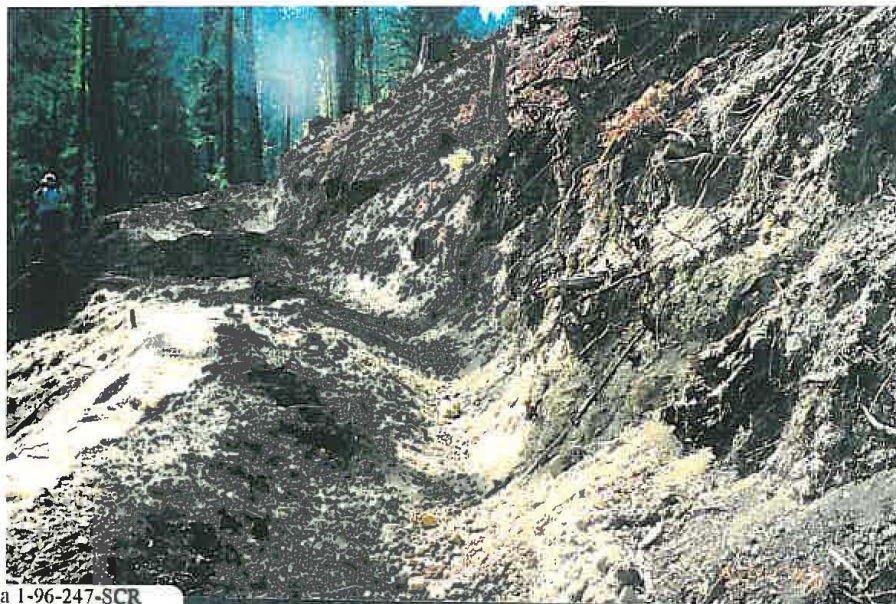


2. Fritch Creek/Koppala 1-96-247-SCR
RPF - Webster
Slash in watercourse - selective thinning.
homogenous stand

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31. Fritch Creek/Koppala 1-96-247-SCR
RPF - Webster

Inner gorge new road construction, inside
ditch drains into Class II/III in phot 32



Fritch Creek/Koppala 1-96-247-SCR
RPF - Webster

New road construction, inner gorge, note
watercourse protection



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29 Hanuman 1-
RPF - Jani

Inner gorge cut-slope failure, new
construction drains into Class II



30. Hanuman 1-
RPF - Jani

Inner gorge cut-slope, opposite bank from
photo 29, note Class II bridge crossing in
background



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39 Cook THP 1-96-176-SCR

Winter use of newly constructed road



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52. Upper Kings Creck/Vajrapani THP
RPF - Smith
3 photos illustrating need for geologic
review before upgrading skid trails to truck
roads and need for winter closure of roads



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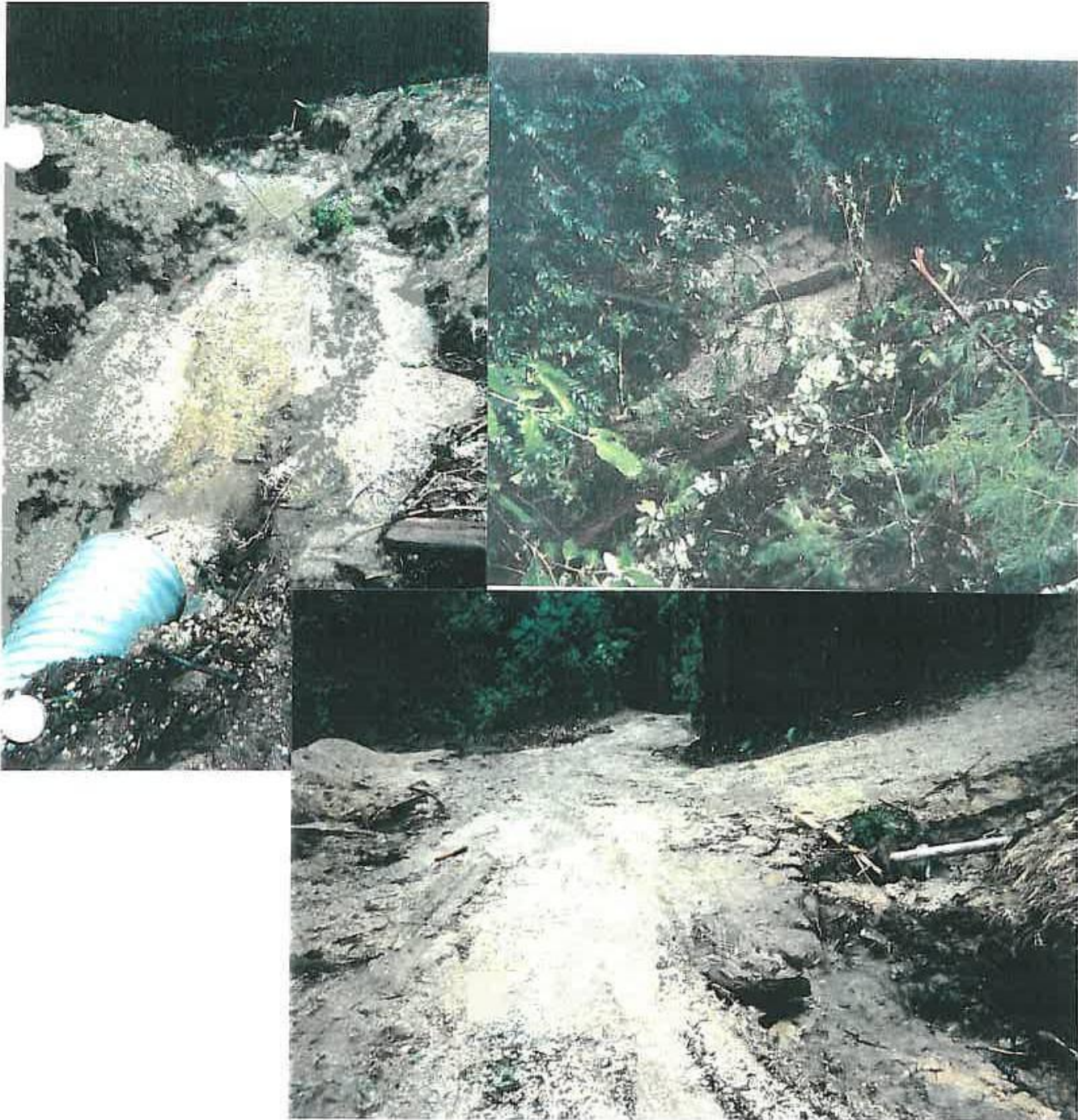


ik/Kurpocki



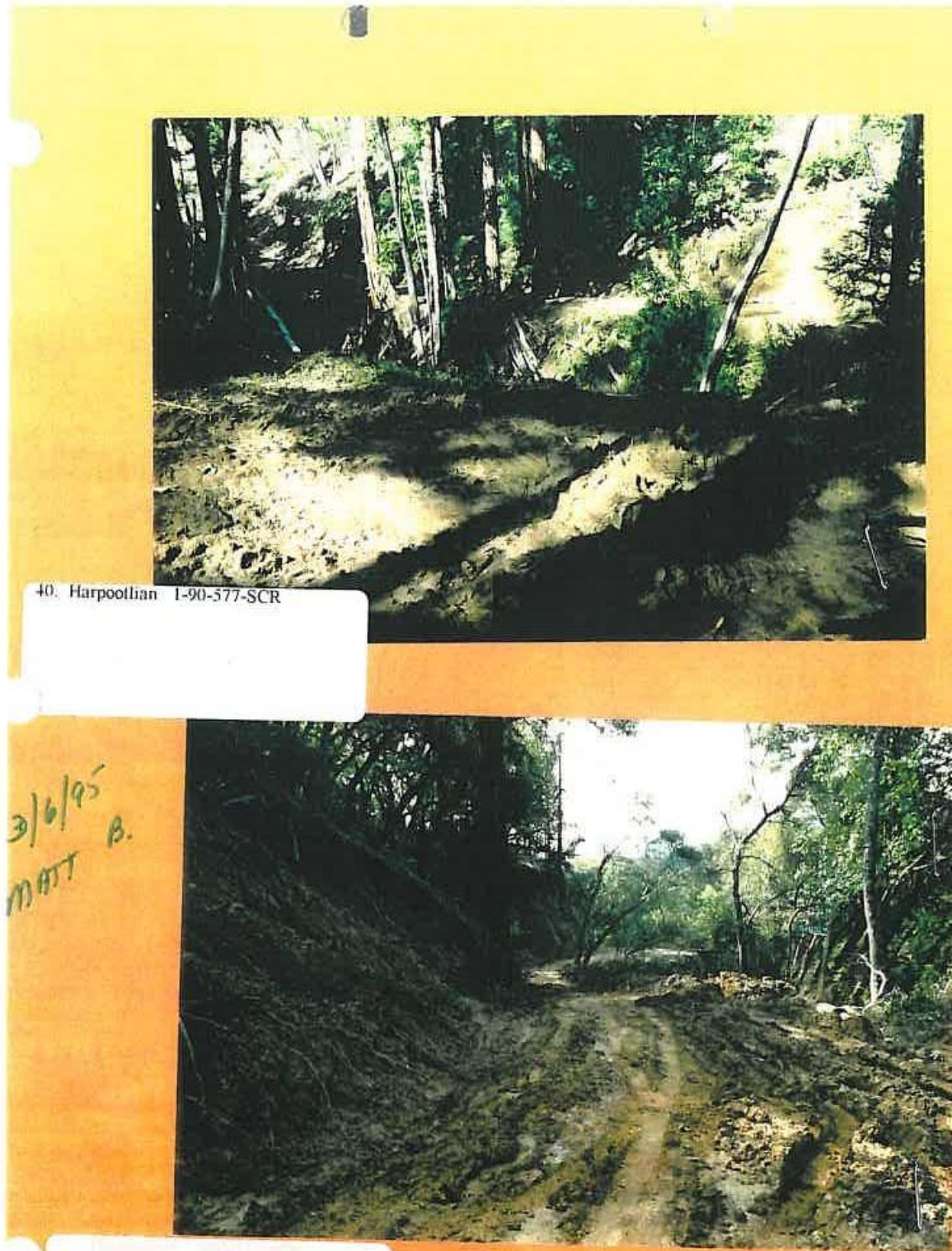
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Upper Kings Creek/ Kurpocki THP

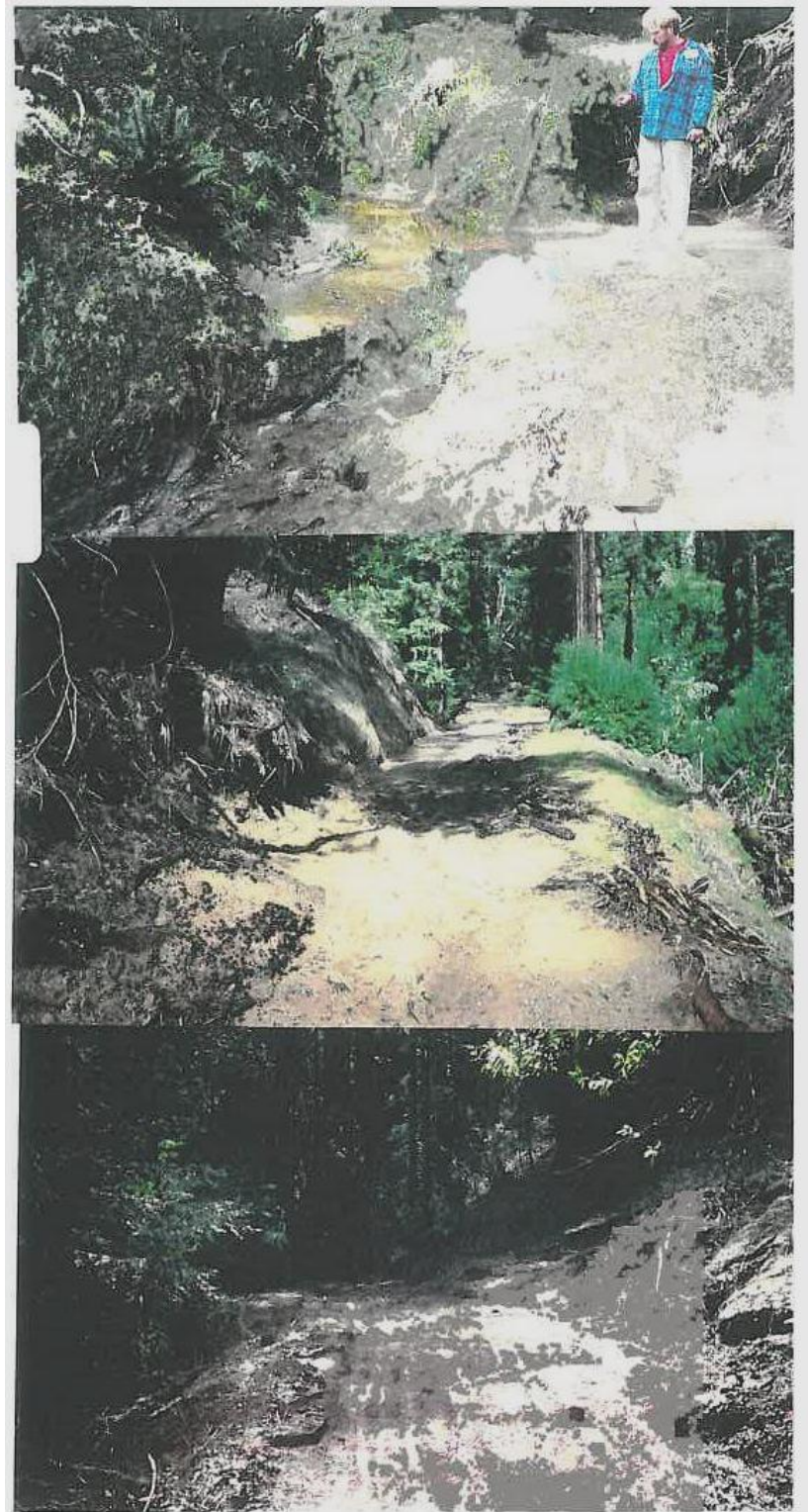


Mosko et al. 1-96-518 SCR

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Kings Creek/ Jackson THP

Minutes

Environmental, Engineering and Planning Committee

Jan 13 2016, 10 a.m.

Meeting was convened by District Manager Lee at 10:01, roll call showed Directors Hammer and Ratcliffe were present.

Oral Communication: None

Old Business: None

New Business:

4a Selection of Committee Chairperson

Consensus was that Director Ratcliffe will serve as Chairperson.

4b Review of Committee Charter

Discussion of anticipated third (public) member, selection to be made by the full Board at the next meeting. Director Hammer asked for confirmation that the public member would be required to fill out Form 700, Bruce Holloway questioned the if Form 700 was required of unelected committee members. Both appointed and elected members required to fill Form 700, per Director Ratcliffe and D M Lee.

Fred McPherson queried potential conflict between public members who might also be grant recipients. Would public member get legal coverage, District Manager Lee says member not subject to suit, District would be the target.

Nina Moore queried application availability online and deadline. DM Lee confirmed online availability, continuous acceptance of applications.

4c Committee Goals and Objectives

Director Ratcliffe said Urban Water Management plan was a high priority to permit SLVWD to get funding and participate regionally. DM Lee says state is cooperative, and once submitted we will be able to start work on plans even before final UWMP approval is issued. Director Hammer's high priority goals were Lompico merger, the CIP process and the formation of an in-house construction crew. Director Hammer asked about status of treatment plant video, outreach. D M Lee said Fred McPherson currently working on Fall Creek video for outreach.

Nina Moore, Felton, expressed interest in tours of District facilities. Fred McPherson wanted Watershed Plan to be finished, incorporated into UWMP.

4d Setting date and Time of Regular Meeting

Committee members agreed on Wednesday at 10 a.m., eight days prior to the first Board Meeting each month. Director Hammer has a conflict with January 27. Next regular meeting will be February 24.

4e Prosser property update

Demolition, winterizing are complete, Johnson property tenants have requested hedge be trimmed that previously screened this view. Bruce Holloway queried plans for chain link fence, demonstration garden on site, paving for parking lot. Director Hammer

says no demonstration garden planned due to budget, DM Lee had no comment about the parking lot. Fred McPherson queried walkway along Hwy 9, Director Hammer said this is a Caltrans ROW, our fence would be behind this.

4f NOAA Multispecies Recovery Plan comment letter

Don Alley answered questions from committee members and the public about his comment letter and clarified terminology. Director Ratcliffe expressed appreciation for the detailed local information and analysis. Directors Hammer and Ratcliffe agreed that this letter provided specific topics for the District to focus on in future including GWSA, agriculture, forestry and development proposals.

4g Fall Creek Fish Ladder Update

District staff has met with resource agencies and the bid process will start in March, with construction starting in late June- July 1, depending on bird nesting. There will be four new juvenile weirs added, and two new downstream.

4f Urban Water Management Plan/ Department of Water Resources update

A review of the 2010 UWPM was done, and several items need to be added. These are: housecalls, or an explanation of why we will not provide them (cost/benefit analysis) and audit program details. These will be incorporated into an appendix, along with expanded emergency ordinance references. Following these additions, the UWMP will go through public review and be re-submitted to DWR.

Informational Material: none

Chairperson Ratcliffe adjourned the meeting at approximately 12:05.

San Lorenzo Valley Water District Budget and Finance Committee

Meeting Notes: January 26, 2015

1. Meeting convened at 9:30 am by Chairperson Baughman. Committee members Baughman, Brown and Hayes present. Staff present were District Manager (DM) Brian Lee, Finance Manager Stephanie Hill and Deputy Operations Manager James Furtado.

2) Oral Communications: No public present at beginning of meeting

Committee agreed to change the order of Old and New Business to assure the Cost of Service Proposals item is fully addressed.

4) New Business

a) COST OF SERVICE PROPOSALS

DM Lee described the earlier activity of soliciting proposals

The Request for Proposals (RFP) went out in December. 12 firms were contacted directly. Proposals were received from three firms; Bartle-Wells, Raftellis and NBS. DM Lee noted that all three proposals look responsive to the RFP. Some of the other firms responded as subconsultants. Others responded to demure on the RFP. MFS expressed an interest in responding to an RFP for a rate study.

Dir. Brown noted that MFS has done our rate studies in the past.

DM Lee noted that a staffing study is included in the RFP. Dir. Brown noted the necessity of including a staffing study.

Committee Member Hayes noted disparities between costs for SLVWD and those for neighboring water districts.

DM Lee described some of the activities that will follow the Cost of Service Study.

DM Lee described the process for evaluating the responses to the RFP. Evaluation forms were distributed to the committee members. The role in the ranking process of the fees proposed by the respondents was described; those being that of a tiebreaker among qualified responses.

Evaluation forms will also be completed by DM Lee, Finance Manager Hill and District Operations. The evaluated forms will be averaged to

compile a final evaluation for each respondent.

The goal is to get the evaluations back to DM Lee by February 5. DM Lee encouraged careful evaluation.

DM Lee noted that the most qualified proposal will go to the Board for approval.

3) Old Business

a) GOALS AND OBJECTIVES FOR THE COMMITTEE

DM Lee and Dir. Baughman made available the goals and objectives discussed at the 2/12/2016 committee meeting.

Dir. Brown noted that the Review of Existing Contracts might be taken up by the Administrative Committee.

Dir. Baughman expressed a desire to start constructing a schedule of committee activity

A tentative schedule of agenda items includes

2/9/2016	Cost of Service Study Investment Policy
2/23/2016	Possible Rate Structures Implementing Financial Transparency
3/8/2016	Likely kickoff of Budget with a timeline.
3/22/2016	Budget
4/5/2016	CIP impact on financial planning Lompico integration implications for the budget
4/19/2016	Budget
5/10/2016	Budget
5/29/2016	Budget
6/7/2016	Budget, Possible return of draft Cost of Service Study
6/21/16	Budget, Possible return of draft Cost of Service Study

DM Lee noted that releasing an RFP for a rate study might occur around June.

There was discussion of the desirability of agendizing discussion of methods for obtaining revenue in ways other than through rates.

Dir. Brown noted he was researching SLVWD water rights.

DM Lee expressed the opinion that the CIP process should come first to the Budget and Finance Committee before going to Environment, Engineering and Planning for implementation.

DM Lee explained some of the process of getting SRF loans for capital improvement, including that needed for Lompico integration.

Dir. Brown explained the presence on the list of goals of the item to review the District's financial history.

Dir. Baughman mentioned the requirement for the new committee member Hayes to file a Form 700.

DM Lee added the item of hiring an auditing firm to the Goals and Objective and described how that would affect the process of obtaining a Comprehensive Annual Financial Report (CAFR).

Committee Member Hayes expressed the desirability of publicizing the studies being done or to be done. DM Lee described some of the mechanisms the District uses to inform the public about District activities.

There was a discussion, mostly for the benefit of the new committee member, of the requirements of the Brown Act.

Dir. Brown mentioned bringing the recently implemented drought surcharge back to the Committee for a revisit.

The meeting was adjourned at 10:58 am.