

NOTICE OF LOMPICO ASSESSMENT DISTRICT OVERSIGHT COMMITTEE MEETING

Responsible for review of matters of revenue and expenses directly related to Assessment District 2016-1 projects. To serve as liaison between the Lompico Assessment District Customers and the District.

NOTICE IS HEREBY GIVEN that the San Lorenzo Valley Water District has called a meeting of the LADOC to be held Tuesday, May 28, 2019 at 5:30 pm at the Operations Building, 13057 Highway 9, Boulder Creek, California.

AGENDA

1. Convene Meeting/Roll Call
2. Oral Communications
This portion of the agenda is reserved for Oral Communications by the public for items which are not on the Agenda. Please understand that California law (The Brown Act) limits what the Committee can do regarding issues raised during Oral Communication. No action or discussion may occur on issues outside of those already listed on today's agenda. Any person may address the Committee at this time, on any subject that lies within the jurisdiction of this committee. Normally, presentations must not exceed five (5) minutes in length, and individuals may only speak once during Oral Communications.
3. Old Business:
Members of the public will be given the opportunity to address each scheduled item prior to Committee action. The Chairperson of the Committee may establish a time limit for members of the public to address the Committee on agendized items.
 - A. DRAFT ANNUAL REPORT JUNE 1, 2016 - JUNE 30, 2019
Discuss format, design and content of Financial Report for Annual Reports June 1, 2016 - June 30, 2019.
4. New Business:
Members of the public will be given the opportunity to address each scheduled item prior to Committee action. The Chairperson of the Committee may establish a time limit for members of the public to address the Committee on agendized items.
 - A. QUARTERLY LADOC FINANCIAL REPORT
Discussion by the Committee regarding the 3rd Quarter 2018-19 LADOC financial report presented by S. Hill.
 - B. QUARTERLY LADOC PROJECT UPDATE
Discussion by the Committee regarding the 3rd Quarter 2018-19 project update presented verbally by R. Rogers.
 - C. GRAND JURY RESPONSE
Discussion by the Committee regarding Grand Jury response by G. Nicholls, District Counsel.
5. Informational Material:
 - o LADOC 3rd Qtr. 2018-19 Financial Report
 - o G. Nicholls Recommended Grand Jury Response
 - o Minutes from 2,26,19 Quarterly LADOC Meeting

6. Adjournment

In compliance with the requirements of Title II of the American Disabilities Act of 1990, the San Lorenzo Valley Water District requires 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 Office at (831) 338-2153 a minimum of 72 hours prior to the scheduled meeting.

Agenda documents, including materials related to an item on this agenda submitted to the Committee 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 may also be available on the District website at www.slvwd.com subject to staff's ability to post the documents before the meeting.

Certification of Posting

I hereby certify that on May 24, 2019, 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 Administration Committee of the San Lorenzo Valley Water District in compliance with California Government Code Section 54956.

Executed at Boulder Creek, California, on May 24, 2019.

Holly B. Hossack, District Secretary,
San Lorenzo Valley Water District

M E M O

TO: Lompico Assessment District Oversight Committee
PREPARED BY: Director of Finance & Business Services
SUBJECT: Q3 FY1819 LADOC Financial Report
DATE: May 28, 2019

RECOMMENDATION:

It is recommended that the Committee review and file the Q3 FY1819 LADOC Financial Report.

BACKGROUND:

The LADOC financial reports are to help monitor assessment revenue and expenditures. Revenue is typically related to the assessments placed on the annual property tax roll. Expenses are typically related to the capital projects identified and any administrative costs associated with the assessment district.

QUARTERLY ACTIVITY:

Revenues:

- Q3 FY1819 had \$2,639 in interest revenue recognized

Expenses:

- WO #525 – Service Line Replacements
 - Q3 FY1819 had an expense of \$3.5K recognized. This was for 3 service lines.
- WO #837 – PRV's
 - Q3 FY1819 had \$11K in expenses recognized related mainly to consulting work for the PVR projects. These recently went out for bids.
- WO# 1208-1210 – Lewis, Madrone and Kaski Tanks
 - Q3 FY1819 had \$20K for engineering consulting work for the tank projects
- SCADA Survey – 75% of the survey was billed to the AD, \$8K
- NBS AD management fees of \$1,149 were incurred for Q2 FY1819.

Balance:

- Q3 FY1819 had an available cash balance of ~\$408K in the assessment district fund

LOMPICO ASSESSMENT DISTRICT CASH RECONCILIATION
SUB-FUND 76530200

	7/1/2018	7/31/2018	8/31/2018	9/30/2018	10/31/2018	11/30/2018	12/31/2018	1/31/2019	2/28/2019	3/31/2019	FY1819 YTD
BEG. CASH BALANCE	\$ 353,723.75										
REVENUE											
ASSESSMENT						\$ 4,050.52	\$ 148,527.78				\$ 152,578.30
INTEREST		499.80	494.77	475.60	\$ 506.50	\$ 537.29	\$ 807.22	\$ 913.56	\$ 865.77	\$ 859.30	\$ 5,959.81
TOTAL REVENUE	\$ 499.80	\$ 494.77	\$ 475.60	\$ 506.50	\$ 4,587.81	\$ 149,335.00	\$ 913.56	\$ 865.77	\$ 859.30	\$ 158,538.11	
EXPENSES											
NBS AD Services	\$ (1,145.52)				\$ (1,149.21)			\$ (1,149.43)			\$ (3,444.16)
WO 525 - Service Lines				\$ (4,915.82)			\$ (10,387.39)			\$ (3,459.36)	\$ (18,762.57)
WO 837 MAIN PRV				\$ (2,335.00)			\$ (14,317.65)			\$ (11,008.75)	\$ (27,661.40)
WO 1208 Lewis Tank							\$ (8,688.67)			\$ (6,602.30)	\$ (15,290.97)
WO 1209 Madrone Tank							\$ (8,688.67)			\$ (6,602.30)	\$ (15,290.97)
WO 1210 Kaski Tank							\$ (8,688.67)			\$ (6,602.30)	\$ (15,290.97)
WO ? SCADA SURVEY										\$ (8,256.86)	\$ (8,256.86)
TOTAL EXPENSES	\$ (1,145.52)	\$ -	\$ (7,250.82)	\$ (1,149.21)	\$ -	\$ (50,771.05)	\$ (1,149.43)	\$ -	\$ (42,531.87)	\$ (103,997.90)	
CASH BALANCE	\$ 353,078.03	\$ 353,572.80	\$ 346,797.58	\$ 346,154.87	\$ 350,742.68	\$ 449,306.63	\$ 449,070.76	\$ 449,936.53	\$ 408,263.96	\$ 408,263.96	

SINCE INCEPTION RUNNING TOTALS	TOTAL	FY1819 YTD	FY1718	FY1617	FY1516
REVENUE	\$ 771,425	\$ 158,538	\$ 301,377	\$ 282,580	\$ 28,930
EXPENSES					
METER PROGRAM	\$ (197,888)			\$ (197,888)	
SCADA	\$ (19,540)			\$ (19,540)	
NBS AD Services	\$ (14,364)	\$ (3,444)	\$ (10,920)		
WO 525 - Service Lines	\$ (43,050)	\$ (18,763)	\$ (24,288)		
WO 837 MAIN PRV	\$ (34,190)	\$ (27,661)	\$ (6,528)		
WO 1208 Lewis Tank	\$ (15,291)	\$ (15,291)			
WO 1209 Madrone Tank	\$ (15,291)	\$ (15,291)			
WO 1210 Kaski Tank	\$ (15,291)	\$ (15,291)			
WO ? SCADA SURVEY	\$ (8,257)	\$ (8,257)			
	\$ (363,161)				
CASH BALANCE	\$ 408,264				



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

LOMPICO SERVICE LINE REPLACEMENT MASTER LIST OF PROJECTS

Item #	Date Completed	Address	Service Line	Total Project Cost
			Material Removed	
1	8/4/2016	10637 VISITAR ST	Blue Poly	\$ 713.25
2	9/27/2016	10459 LOMITA AVE	Blue Poly	\$ 939.15
3	3/7/2017	11051 LAKE BLVD	Blue Poly	\$ 1,610.74
4	6/26/2017	12301 COLEMAN AVE	Copper	\$ 1,376.73
5	6/26/2017	10463 LOMITA AVE	Blue Poly	\$ 1,393.50
6	7/7/2017	10538 LAKE BLVD	Blue Poly	\$ 1,366.69
7	9/4/2017	11638 UPPER VAN ALLEN	Blue Poly	\$ 892.74
8	10/26/2017	11785 LAKESHORE DR	Blue Poly	\$ 1,251.66
9	11/20/2017	10254 VERA AVE	Blue Poly	\$ 2,081.22
10	11/27/2017	10735 VISITAR ST	Blue Poly	\$ 882.80
11	1/16/2018	10696 LAKE BLVD	Blue Poly	\$ 1,148.05
12	1/21/2018	12211 LA LENA ST	Blue Poly	\$ 446.00
13	1/31/2018	12329 LAKE BLVD	Copper	\$ 1,530.14
14	2/11/2018	12355 LA LENA ST	Blue Poly	\$ 644.21
15	2/13/2018	10695 VERA AVE	Blue Poly	\$ 1,256.83
16	3/14/2018	12384 LA LENA ST	Blue Poly	\$ 1,498.22
17	5/9/2018	11011 LAKE BLVD	Blue Poly	\$ 1,054.54
18	5/23/2018	520 ARBOL ST	Blue Poly	\$ 1,240.93
19	5/30/2018	10769 LAKE BLVD	Blue Poly	\$ 1,424.89
20	6/14/2018	10606 CREEKWOOD DR	Blue Poly	\$ 900.81
21	6/23/2018	10590 LAGUNA ST	Blue Poly	\$ 634.77
22	8/9/2018	10816 VISITAR ST	Blue Poly	\$ 876.61
23	8/19/2018	12212 LA LENA ST	Blue Poly	\$ 725.14
24	9/1/2018	11866 VAN ALLEN RD	Blue Poly	\$ 910.43
25	9/18/2018	11482 LAKE BLVD	Blue Poly	\$ 1,390.04
26	9/21/2018	10328 LAKE BLVD	Blue Poly	\$ 1,013.60
27	10/2/2018	11516 LAKE BLVD	Blue Poly	\$ 1,319.97
28	10/16/2018	10290 LAKE BLVD	Blue Poly	\$ 1,234.49
29	10/31/2018	11568 LAKE BLVD	Blue Poly	\$ 1,411.57
30	11/9/2018	10545 CREEKWOOD DR	Blue Poly	\$ 1,223.77
31	11/26/2018	10610 VISITAR ST	Blue Poly	\$ 1,458.50
32	11/27/2018	10414 LAKE BLVD	Blue Poly	\$ 1,582.01
33	12/7/2018	10405 LAKE BLVD	Blue Poly	\$ 1,459.50
34	12/22/2018	11101 SEQUOIA AVE	Blue Poly	\$ 697.58
35	1/2/2019	10926 SEQUOIA AVE	Blue Poly	\$ 1,119.47
36	1/25/2019	10641 VISITAR ST	Blue Poly	\$ 1,180.66
37	1/30/2019	11844 SUNSET CT	Blue Poly	\$ 1,159.23
				(1) \$ <u>43,050.44</u>

(1) These are unaudited numbers, still subject to full review before capitalization for year-end close.

SAN LORENZO VALLEY WATER DISTRICT

LOMPICO AD - SCADA SURVEY

PRIOR FY BALANCE	\$	-
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FY1819						
DESCRIPTION	Q1	Q2	Q3	Q4	TOTAL	
LABOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LABOR OVERHEAD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INVENTORY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MATERIALS & SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACTED FEES	\$ -	\$ -	\$ 8,256.86	\$ -	\$ -	\$ 8,256.86
	\$ -	\$ -	\$ 8,256.86	\$ -	\$ -	\$ 8,256.86

PROJECT TOTAL TO DATE	\$	8,256.86
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Original

Net Due Date: 04/20/19

Power & Water Solutions, Inc. 200 Beta Drive, Pittsburgh, PA 15238

INVOICE

Please Remit To: EPM POWER & WATER SOLUTIONS INC. 22737 Network Place CHICAGO, IL 60673-1227 Invoice Inquiries: Phone: 952-828-3700 Fax: 952-828-3737	Invoice Date: 03/21/19	Invoice No: 9075701	Sales Order No:
	Payment Terms: Payment due in 30 days	Currency: USD	Project No: 3264601
	Customer PO: 0000101154	Rep Order No:	
	Customer No: 150306433		
Invoice To: SAN LORENZO VALLEY WATER DISTRICT 13060 HWY 9 BOULDER CREEK, CA 95006	Contact Name :		Contact Phone#:
	Project Manager: PWS100 STEVENSON, ROBERT		
	Ultimate Destination: United States		
	Ship To: SAN LORENZO VALLEY WATER DISTRICT 13060 HWY 9 BOULDER CREEK, CA 95006		

Line	SO-Line	Description	Quantity	Unit Price	Total Amount Due	Tax
1		PO #0000101154: SCADA Survey/Lompico Assesment Dist. Project per Emerson Offer #WAS-AM-18DM0878 3264601 / MLS			11,009.14	N

ACH Payment Information:
 JPMorgan Chase
 300 South Riverside
 Chicago, IL 60606
 Account#: 00943399
 ABA#: 071000013

RECEIVED

MAR 28 2019

SAN LORENZO VALLEY
WATER DISTRICT

Subtotal	:	11,009.14
Total Tax	:	0.00
Freight & Handling	:	0.00
Total Amount Due	:	11,009.14 USD

75% TO LOMPICO AD
= \$8,256.86

TERMS AND CONDITIONS OF SALE

These terms and conditions, the attendant quotation or acknowledgment, and all documents incorporated by reference therein, binds seller (i.e. Fisher Controls International LLC, Rosemount Inc., Fisher-Rosemount Systems Inc., or other Emerson Process Management Group Company) hereinafter the Seller, and the buyer, hereinafter Buyer, and constitutes the entire agreement (Agreement) between Buyer and Seller for the provision of services (Services) and/or the sale of goods (Goods) including (except as provided in Section 10) firmware incorporated therein.

1. **PRICES:** Unless otherwise specified by Seller, Seller's price for the Goods and/or Services shall remain in effect for thirty (30) days after the date of Seller's quotation or acceptance of the order for the Goods/Services, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Goods and/or provision of Services pursuant to Seller's standard order processing procedures is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods/Services to Seller's price in effect for the Goods/Services at the time the order is released to final manufacture. Prices for Goods do not cover storing, installing, starting up or maintaining Goods unless expressly stated in Seller's quotation. Notwithstanding the foregoing, the price for Goods/Services sold by Seller, but manufactured by others, shall be Seller's price in effect at the time of shipment to Buyer.

2. **DELIVERY, ORDER ACCEPTANCE AND DOCUMENTATION:**All shipping dates are approximate and are based upon Seller's prompt receipt of all necessary information from Buyer to properly process the order. Notwithstanding any provisions to the contrary in this or other documents related to this transaction, and regardless of how price was quoted, whether FOB, FAS, CIF or otherwise, legal title to the Goods and risk of loss thereto shall transfer to Buyer as follows: for sales in which the end destination of the Goods is within the United States, upon delivery to the freight carrier at the shipping point; for sales in which the end destination of the Goods is outside of the United States, immediately after the Goods have passed beyond the territorial limits of the United States. Acceptance of all orders placed by Buyer pursuant to this Agreement shall take place exclusively in Austin, Texas. Seller shall provide Buyer with that data/documentation which is specifically identified in the quotation. If additional copies of data/documentation or non-standard data/documentation are to be provided by Seller, they shall be provided to Buyer at Seller's price then in effect. Data/documentation marked as confidential or proprietary may not be reproduced or used for any purpose other than the purpose for which it was provided and may not be disclosed to third parties without the prior written permission of Seller.

3. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to failure or interruption of computer or telecommunication systems, acts of God, war, riot, fire, terrorism, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond Seller's reasonable control. In the event of such delay, the time for performance or delivery shall be extended by a period of time reasonably necessary to overcome the effect of the delay.

4. **TERMINATION AND SUSPENSION BY BUYER:**Buyer may terminate or suspend its order for any or all of the Goods/Services covered by the Agreement only upon Seller's written consent or pursuant to Seller's applicable policy or practices covering such termination or suspension.

5. **LIMITED WARRANTY:**Subject to the limitations contained in Section 6 herein, Seller warrants that the licensed firmware embodied in the Goods will execute the programming instructions provided by Seller, and that the Goods manufactured by Seller will be free from defects in materials or workmanship under normal use and care and Services will be performed by trained personnel using proper equipment and instrumentation for the particular Service provided. The foregoing warranties will apply until the expiration of the applicable warranty period. Goods are warranted for twelve (12) months from the date of initial installation or eighteen (18) months from the date of shipment by Seller, whichever period expires first. Consumables and Services are warranted for a period of 90 days from the date of shipment or completion of the Services. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If Buyer discovers any warranty defects and notifies Seller thereof in writing during the applicable warranty period, Seller shall, at its option, correct any errors that are found by Seller in the firmware or Services or repair or replace F.O.B. point of manufacture that portion of the Goods or firmware found by Seller to be defective, or refund the purchase price of the defective portion of the Goods/Services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources or environmental conditions, accident, misuse, improper installation, modification, repair, use of unauthorized replacement parts, storage or handling, or any other cause not the fault of Seller are not covered by this limited warranty, and shall be at Buyer's expense. Seller shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing in advance by Seller. All costs of dismantling, reinstallation and freight and the time and expenses of Seller's personnel and representatives for site travel and diagnosis under this warranty clause shall be borne by Buyer unless accepted in writing by Seller. Goods repaired and parts replaced by Seller during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days, whichever is longer. This limited warranty is the only warranty made by Seller and can be amended only in a writing signed by Seller. The warranties and remedies set forth above are exclusive. there are no representations or warranties of any kind, express or implied, as to merchantability, fitness for particular purpose or any other matter with respect to any of the goods or services.

6. **LIMITATION OF REMEDY AND LIABILITY:**seller shall not be liable for damages caused by delay in performance. the remedies of buyer set forth in this agreement are exclusive. in no event, regardless of the form of the claim or cause of action (whether based in contract, infringement, negligence, strict liability, other tort or otherwise), shall seller's liability to buyer and/or its customers exceed the price to buyer of the specific goods manufactured or services provided by seller giving rise to the claim or cause of action. buyer agrees that in no event shall seller's liability to buyer and/or its customers extend to include incidental, consequential or punitive damages. the term "consequential damages" shall include, but not be limited to, loss of anticipated profits, revenue or use and costs incurred including without limitation for capital, fuel and power, and claims of buyer's customers.

7. **PATENTS:** Subject to the limitations contained in Section 6, Seller shall defend any suits brought against Buyer based on a claim that use of the Goods manufactured by Seller constitutes an infringement of a valid patent of the United States, and shall pay any damages awarded therein against Buyer, provided that Buyer: promptly notifies Seller in writing of the filing of such suit or the threat thereof; permits Seller to control completely the defense or compromise of such claim of infringement; and provides all reasonable assistance and cooperation requested by Seller for the defense of such suit. In the event that only the Goods manufactured by Seller are held to be infringing in such suit and their use is enjoined, Seller shall, at its sole option and expense, provide a commercially reasonable alternative, including, but not limited to, procuring for Buyer the right to continue using the Goods, replacing them with a non-infringing product or modifying them so they become non-infringing. Buyer agrees that Seller shall not be liable for infringement, and that Buyer shall fully indemnify Seller therefore, if infringement is based upon the use of Goods in connection with goods not manufactured by Seller or in a manner for which the Goods were not designed by the Seller or if the Goods were not designed by the Seller or if the Goods were designed by the Buyer or were modified by or for the Buyer in a manner to cause them to become infringing.

8. **TAXES:** Any tax or governmental charge payable by the Seller because of the manufacture, sale or delivery of the Goods, or provision of Services, may at Seller's option be added to the price herein specified. The foregoing shall not apply to taxes based upon Seller's net income.

9. **TERMS OF PAYMENT:**Unless otherwise agreed by Seller, and subject to the approval of Seller's Credit Department, terms are F.O.B. shipping point, net 30 days from date of Seller's invoice in U.S. currency, except for applicable milestone payments or export shipments for which Seller may require other arrangements. Freight charges may include shipping and handling charges, and Buyer shall pay all such charges. If any payment owed to Seller hereunder is not paid when due, it shall bear interest, at a rate to be determined by Seller which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees.

10. **SOFTWARE AND FIRMWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party owner shall retain all rights of ownership and title in its respective firmware and software, including all copyrights relating to such firmware and software and all copies of such firmware and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use firmware and software, and copies of firmware and software, incorporated into the Goods only in conjunction with such Goods and only at the Buyer's plant site where the Goods are first used. Buyer's use of certain firmware (as specified by Seller) and all other software shall be governed exclusively by Seller's and/or third party owner's applicable license terms.

11. **BUYER SUPPLIED DATA:** To the extent that Seller has relied upon any data or information supplied by Buyer to Seller ("Data") in the selection or design of the Goods and/or provision of the Services and the preparation of Seller's quotation, and the Data is inadequate or inaccurate, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

12. **EXPORT/IMPORT:** Buyer agrees to comply with all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which items may be supplied.

GENERAL PROVISIONS: (a) Buyer shall not assign its rights or obligations under the Agreement without Seller's prior written consent. (b) There are no understandings, agreements or representations, express or implied, not specified in the Agreement. (c) No action, regardless of form, arising out of transactions under the Agreement, may be brought by either party more than two [2] years after the cause of action has accrued. (d) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of Seller. (e) The Agreement is formed and shall be construed, performed and enforced under the laws of the State of Missouri. However, Buyer and Seller agree that the proper venue for all actions arising under the Agreement shall be only in the USA and in the State where the Goods involved in such actions were manufactured. (f) UNLESS OTHERWISE SPECIFICALLY PROVIDED IN SELLER'S QUOTATION, GOODS AND SERVICES HEREUNDER ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS. Buyer (i) accepts Goods and Services in accordance with the restriction set forth in the immediately preceding sentence, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability. (g) The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. (h) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement (i) Seller specifically objects to the application of any Federal Acquisition Regulation ("FAR") or other governmental procurement provision or clause to the Agreement. (j) The rights, remedies and protections afforded to Seller under this Agreement, including but not limited to indemnification of Seller, limitation of remedy and liability and limited warranty shall extend to Seller and to its affiliates, subsidiaries or related companies performing or supplying work, services or products under this Agreement or any agreement into which it is incorporated by reference. (k) Seller does not agree to: (i) indemnify Buyer, or (ii) name Buyer as an additional insured.



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

PURCHASE ORDER
 No. **0000101154**

VENDOR:

EMERSON PROCESS MANAGEMENT
 220 BETA DRIVE
 POWER & WATER SOLUTIONS
 PITTSBURGH, PA 15238-0000

SHIP TO:

San Lorenzo Valley Water District
 13060 Highway 9
 Boulder Creek, CA 95006

BILL TO:

San Lorenzo Valley Water District
 13060 Highway 9
 Boulder Creek, CA 95006

VENDOR NO.	VENDOR PHONE NUMBER	TERMS	DATE	REQUIRED DELIVERY DATE			
00147	(800) 967-2232	30	11/21/2018				
SHIPPING INSTRUCTIONS							
(none)							
ITEM	QTY	U/M	DESCRIPTION/TASK	PRD CODE	ACCOUNT	UNIT PRICE	AMOUNT
1	0.00		SCADA SURVEY / LOMPICO ASSESSMENT DIST. PROJECT CAP		01-000-1565	11,500.00	11,500.00

SUBTOTAL: 11,500.00
 TAX: 0.00
 SHIPPING: 0.00

TOTAL: 11,500.00

TAXABLE: Yes
 CONFIRMING:

 AUTHORIZED SIGNATURE

IMPORTANT: OUR ORDER NUMBER MUST APPEAR ON EVERY INVOICE AND PACKAGE



Emerson
Power & Water Solutions, Inc.
200 Beta Drive
Pittsburgh, PA 15238

October 12, 2018

San Lorenzo Valley Water District
13060 Hwy 9
Boulder Creek CA, 95006

Attention: Scott Mattoch
Subject: Radio Survey and Path study at San Lorenzo Valley Water District - Lompico
Emerson Process Management Power & Water Solutions
Offer No. WAS-AM-18DM0878

Dear Mr. Mattoch,

Emerson Process Management Power & Water Solutions, Inc. part of the Emerson Automation Solutions family of business units (Emerson), is pleased to submit this offer to San Lorenzo Valley Water District for a Radio Survey and Path study. This offer consists of the contents of this letter (including attachments) and any reference made herein.

Scope of Work

The scope of this radio survey is to assess customer communications options for the Lompico SCADA system.

The system to be surveyed consists of the following sites:

- 1. Madrone Tanks
- 2. Kaski Tanks
- 3. Lewis Tank
- 4. Madrone Booster
- 5. Lompico Booster
- 6. Nina Tanks
- 7. Quail Tanks

APPROVED BY: *M. Lopez*
 ACCOUNT: 01-000-1565
 DATE: 11/20/2018
 W/O (opt)
 PM (opt): CAP-16170002
 DESCRIPTION (opt): LOMPICO ASSESSMENT DISTRICT PROJECTS

The radio survey effort will be as follows:

- 1. Generation of Terrain Path Profiles utilizing Latitude & Longitude data previously provided.
- 2. Establish a system block diagram based upon the Terrain Path Profiles
- 3. Visit each remote site and conduct a set of on-the-air RF signal level measurements using "sized" transmitters and receivers in the proposed frequency band of operation
- 4. Provide a comprehensive report describing the recommended technical approach and the recommended hardware arrangements with proposed B/M, etc. for each site.
- 5. The report shall include a detailed analysis of measured and projected radio signal levels at each site location.
- 6. Also included will be photographs of all sites showing the general area, paths/obstructions as viewed towards the appropriate repeater or central sites, etc.
- 7. Our scope does not include any bucket truck rental.

Price for three (3) days of On-Site Survey consisting of approximately Seven (7) sites:

Total: \$11,009.14

CS

General Clarifications and Exceptions

1. Radio Survey may require the usage of a 50-foot towable Man Lift. Cost of Man Lift with OSHA Certified Lift operator and/or traffic safety personnel is not included in the proposed offer cost. This may be required at locations where insufficient signal level is received at the usual antenna test height
2. The Survey will require Emerson Process Management personnel on-site for a maximum of two (2) days.
3. A "guide" familiar with site locations must be provided by the customer ≈ 8 AM to 5 PM.
4. Access to all the sites will need to be properly coordinated as to allow for temporary mounting of test antennas required to conduct the measurement phase of the survey. This includes access to any existing tanks/towers, etc.
5. Pricing doesn't include installation of the proposed radio equipment; the customer is responsible for any removal and/or physical installation of antennas, poles, etc.
6. Work shall be performed as per mutual agreed schedule.

Terms and Conditions

This offer expressly limits acceptance to the terms of this offer including the terms and conditions set forth in the attached Emerson Process Management Terms & Conditions of Sale Form B (01 08) and Software License Agreement. Freight and handling charges shall be added.

Proprietary Information

This offer and any subsequent communications relative to this offer are considered to be proprietary information of Emerson. Accordingly, such proprietary information shall not published, used, reproduced, transmitted, or disclosed to others outside your organization without prior written consent by Emerson.

Bid Validity

This offer shall remain valid for ninety (90) days from the date of this letter, unless otherwise extended, modified, or withdrawn in writing by Emerson. The return of a purchase order or any other reasonable manner of acceptance communicated to us during such validity period will be sufficient to form an agreement based exclusively on the terms and conditions of this offer.

Ordering

Thank you for the opportunity to submit this offer. If you have any questions regarding our estimate or should you require additional information please your local Emerson sales representative Mike Yamrus at 732-682-0502.

Our ControlWave Storefront customer service will accept and process purchase orders for these items. If you would like to place an order for the items listed in this offer, please email your purchase order referencing the offer and its terms to the following email address;

PWS.WAS_Storefront@Emerson.com

Further information and instruction can also be found at our web site, located here
<https://www.ovationusers.com/ControlWave/NET/Default.aspx>

Sincerely,

Diego Mora / Mike Yamrus

Emerson Automation Solutions
Power & Water Solutions, Inc.

Attachment(s): Emerson Process Management Terms & Conditions of Sale Form B (01 08)
Software License Agreement

TERMS AND CONDITIONS OF SALE

These terms and conditions, the attendant quotation or acknowledgment, and all documents incorporated by reference therein, binds seller (i.e. Fisher Controls International LLC, Rosemount Inc., Fisher-Rosemount Systems Inc., or other Emerson Process Management Group Company) hereinafter the Seller, and the buyer, hereinafter Buyer, and constitutes the entire agreement (Agreement) between Buyer and Seller for the provision of services (Services) and/or the sale of goods (Goods) including (except as provided in Section 10) firmware incorporated therein.

1. **PRICES:** Unless otherwise specified by Seller, Seller's price for the Goods and/or Services shall remain in effect for thirty (30) days after the date of Seller's quotation or acceptance of the order for the Goods/Services, whichever is delivered first, provided an unconditional, complete authorization for the immediate manufacture and shipment of the Goods and/or provision of Services pursuant to Seller's standard order processing procedures is received and accepted by Seller within such time period. If such authorization is not received by Seller within such thirty (30) day period, Seller shall have the right to change the price for the Goods/Services to Seller's price in effect for the Goods/Services at the time the order is released to final manufacture. Prices for Goods do not cover storing, installing, starting up or maintaining Goods unless expressly stated in Seller's quotation. Notwithstanding the foregoing, the price for Goods/Services sold by Seller, but manufactured by others, shall be Seller's price in effect at the time of shipment to Buyer.
2. **DELIVERY, ORDER ACCEPTANCE AND DOCUMENTATION:** All shipping dates are approximate and are based upon Seller's prompt receipt of all necessary information from Buyer to properly process the order. Notwithstanding any provisions to the contrary in this or other documents related to this transaction, and regardless of how price was quoted, whether FOB, FAS, CIF or otherwise, legal title to the Goods and risk of loss thereto shall transfer to Buyer as follows: for sales in which the end destination of the Goods is within the United States, upon delivery to the freight carrier at the shipping point; for sales in which the end destination of the Goods is outside of the United States, immediately after the Goods have passed beyond the territorial limits of the United States. Acceptance of all orders placed by Buyer pursuant to this Agreement shall take place exclusively in Austin, Texas. Seller shall provide Buyer with that data/documentation which is specifically identified in the quotation. If additional copies of data/documentation or non-standard data/documentation are to be provided by Seller, they shall be provided to Buyer at Seller's price then in effect. Data/documentation marked as confidential or proprietary may not be reproduced or used for any purpose other than the purpose for which it was provided and may not be disclosed to third parties without the prior written permission of Seller.
3. **EXCUSE OF PERFORMANCE:** Seller shall not be liable for delays in performance or for non-performance due to failure or interruption of computer or telecommunication systems, acts of God, war, riot, fire, terrorism, labor trouble, unavailability of materials or components, explosion, accident, compliance with governmental requests, laws, regulations, orders or actions, or other unforeseen circumstances or causes beyond Seller's reasonable control. In the event of such delay, the time for performance or delivery shall be extended by a period of time reasonably necessary to overcome the effect of the delay.
4. **TERMINATION AND SUSPENSION BY BUYER:** Buyer may terminate or suspend its order for any or all of the Goods/Services covered by the Agreement only upon Seller's written consent or pursuant to Seller's applicable policy or practices covering such termination or suspension.
5. **LIMITED WARRANTY:** Seller warrants that the Goods manufactured by Seller will be free from defects in materials or workmanship under normal use and care and Services will be performed by trained personnel using proper equipment and instrumentation for the particular Service provided. The foregoing warranties will apply until the expiration of the applicable warranty period. Goods are warranted for twelve (12) months from the date of initial installation or eighteen (18) months from the date of shipment by Seller, whichever period expires first. Consumables and Services are warranted for a period of 90 days from the date of shipment or completion of the Services. Products purchased by Seller from a third party for resale to Buyer ("Resale Products") shall carry only the warranty extended by the original manufacturer. Buyer agrees that Seller has no liability for Resale Products beyond making a reasonable commercial effort to arrange for procurement and shipping of the Resale Products. If Buyer discovers any warranty defects and notifies Seller thereof in writing during the applicable warranty period, Seller shall, at its option, correct any errors that are found by Seller in Services or repair or replace F.O.B. point of manufacture that portion of the Goods found by Seller to be defective, or refund the purchase price of the defective portion of the Goods/Services. All replacements or repairs necessitated by inadequate maintenance, normal wear and usage, unsuitable power sources or environmental conditions, accident, misuse, improper installation, modification, repair, use of unauthorized replacement parts, storage or handling, or any other cause not the fault of Seller are not covered by this limited warranty, and shall be at Buyer's expense. Seller shall not be obligated to pay any costs or charges incurred by Buyer or any other party except as may be agreed upon in writing in advance by Seller. All costs of dismantling, reinstallation and freight and the time and expenses of Seller's personnel and representatives for site travel and diagnosis under this warranty clause shall be borne by Buyer unless accepted in writing by Seller. Goods repaired and parts replaced by Seller during the warranty period shall be in warranty for the remainder of the original warranty period or ninety (90) days, whichever is longer. This limited warranty is the only warranty made by Seller and can be amended only in a writing signed by Seller. THE WARRANTIES AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE. THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER WITH RESPECT TO ANY OF THE GOODS OR SERVICES.
6. **LIMITATION OF REMEDY AND LIABILITY:** SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY DELAY IN PERFORMANCE. THE REMEDIES OF BUYER SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE. IN NO EVENT, REGARDLESS OF THE FORM OF THE CLAIM OR CAUSE OF ACTION (WHETHER BASED IN CONTRACT, INFRINGEMENT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE), SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXCEED THE PRICE TO BUYER OF THE SPECIFIC GOODS MANUFACTURED OR SERVICES PROVIDED BY SELLER GIVING RISE TO THE CLAIM OR CAUSE OF ACTION. BUYER AGREES THAT IN NO EVENT SHALL SELLER'S LIABILITY TO BUYER AND/OR ITS CUSTOMERS EXTEND TO INCLUDE INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES. THE TERM "CONSEQUENTIAL DAMAGES" SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR USE AND COSTS INCURRED INCLUDING WITHOUT LIMITATION FOR CAPITAL, FUEL AND POWER, AND CLAIMS OF BUYER'S CUSTOMERS. THIS SECTION SHALL PREVAIL OVER ALL OTHER PROVISIONS IN THIS AGREEMENT.
7. **PATENTS:** Seller shall defend any suits brought against Buyer based on a claim that use of the Goods manufactured by Seller constitutes an infringement of a valid patent of the United States, and shall pay any damages awarded therein against Buyer, provided that Buyer: promptly notifies Seller in writing of the filing of such suit or the threat thereof; permits Seller to control completely the defense or compromise of such claim of infringement; and provides all reasonable assistance and cooperation requested by Seller for the defense of such suit. In the event that only the Goods manufactured by Seller are held to be infringing in such suit and their use is enjoined, Seller shall, at its sole option and expense, provide a commercially reasonable alternative, including, but not limited to, procuring for Buyer the right to continue using the Goods, replacing them with a non-infringing product or modifying them so they become non-infringing. Buyer agrees that Seller shall not be liable for infringement, and that Buyer shall fully indemnify Seller therefore, if infringement is based upon the use of Goods in connection with goods not manufactured by Seller or in a manner for which

the Goods were not designed by the Seller or if the Goods were not designed by the Seller or if the Goods were designed by the Buyer or were modified by or for the Buyer in a manner to cause them to become infringing.

8. **TAXES:** Any tax or governmental charge payable by the Seller because of the manufacture, sale or delivery of the Goods, or provision of Services, may at Seller's option be added to the price herein specified. The foregoing shall not apply to taxes based upon Seller's net income.

9. **TERMS OF PAYMENT:** Unless otherwise agreed by Seller, and subject to the approval of Seller's Credit Department, terms are F.O.B. shipping point, net 30 days from date of Seller's invoice in U.S. currency, except for applicable milestone payments or export shipments for which Seller may require other arrangements. Freight charges may include shipping and handling charges, and Buyer shall pay all such charges. If any payment owed to Seller hereunder is not paid when due, it shall bear interest, at a rate to be determined by Seller which shall not exceed the maximum rate permitted by law, from the date on which it is due until it is received. Seller shall have the right, among other remedies, either to terminate the Agreement or to suspend further deliveries under this and/or other agreements with Buyer in the event Buyer fails to make any payment hereunder when due. Buyer shall be liable for all expenses attendant to collection of past due amounts, including attorneys' fees.

10. **SOFTWARE AND FIRMWARE:** Notwithstanding any other provision herein to the contrary, Seller or applicable third party owner shall retain all rights of ownership and title in its respective firmware and software, including all copyrights relating to such firmware and software and all copies of such firmware and software. Except as otherwise provided herein, Buyer is hereby granted a nonexclusive, royalty free license to use firmware and software, and copies of firmware and software, incorporated into the Goods only in conjunction with such Goods and only at the Buyer's plant site where the Goods are first used. Buyer's use of certain firmware and all other software shall be governed exclusively by Seller's and/or third party owner's applicable license terms.

11. **BUYER SUPPLIED DATA:** To the extent that Seller has relied upon any data or information supplied by Buyer to Seller ("Data") in the selection or design of the Goods and/or provision of the Services and the preparation of Seller's quotation, and the Data is inadequate or inaccurate, any warranties or other provisions contained herein which are affected by such conditions shall be null and void.

12. **EXPORT/IMPORT:** Buyer agrees to comply with all applicable import and export control laws, regulations, orders and requirements, including without limitation those of the United States and the European Union, and the jurisdictions in which the Seller and Buyer are established or from which items may be supplied.

GENERAL PROVISIONS: (a) Buyer shall not assign its rights or obligations under the Agreement without Seller's prior written consent. (b) There are no understandings, agreements or representations, express or implied, not specified in the Agreement. (c) No action, regardless of form, arising out of transactions under the Agreement, may be brought by either party more than two [2] years after the cause of action has accrued. (d) Any modification of these terms and conditions must be set forth in a written instrument signed by a duly authorized representative of Seller. (e) The Agreement is formed and shall be construed, performed and enforced under the laws of the State of Missouri. However, Buyer and Seller agree that the proper venue for all actions arising under the Agreement shall be only in the USA and in the State where the Goods involved in such actions were manufactured. (f) UNLESS OTHERWISE SPECIFICALLY PROVIDED IN SELLER'S QUOTATION, GOODS AND SERVICES HEREUNDER ARE NOT INTENDED FOR USE IN ANY NUCLEAR OR NUCLEAR RELATED APPLICATIONS. Buyer (i) accepts Goods and Services in accordance with the restriction set forth in the immediately preceding sentence, (ii) agrees to communicate such restriction in writing to any and all subsequent purchasers or users and (iii) agrees to defend, indemnify and hold harmless Seller from any and all claims, losses, liabilities, suits, judgments and damages, including incidental and consequential damages, arising from use of Goods and Services in any nuclear or nuclear related applications, whether the cause of action be based in tort, contract or otherwise, including allegations that the Seller's liability is based on negligence or strict liability. (g) The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. (h) If any provision of the Agreement is invalid under any statute or rule of law, such provision, to that extent only, shall be deemed to be omitted without affecting the validity of the remainder of the Agreement (i) Seller specifically objects to the application of any Federal Acquisition Regulation ("FAR") or other governmental procurement provision or clause to the Agreement. (j) The rights, remedies and protections afforded to Seller under this Agreement, including but not limited to indemnification of Seller, limitation of remedy and liability and limited warranty shall extend to Seller and to its affiliates, subsidiaries or related companies performing or supplying work, services or products under this Agreement or any agreement into which it is incorporated by reference. (k) Seller does not agree to: (i) indemnify Buyer; or (ii) name Buyer as an additional insured.

SAN LORENZO VALLEY WATER DISTRICT

WO 1210 - KASKI TANK

PRIOR FY BALANCE	\$	-
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FY1718						
DESCRIPTION	Q1	Q2	Q3	Q4	TOTAL	
LABOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LABOR OVERHEAD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INVENTORY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MATERIALS & SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACTED FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FY1819						
DESCRIPTION	Q1	Q2	Q3	Q4	TOTAL	
LABOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LABOR OVERHEAD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INVENTORY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MATERIALS & SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACTED FEES	\$ -	\$ 8,688.67	\$ 6,602.30	\$ -	\$ -	\$ 15,290.97
	\$ -	\$ 8,688.67	\$ 6,602.30	\$ -	\$ -	\$ 15,290.97

PROJECT TOTAL TO DATE	\$	15,290.97
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SAN LORENZO VALLEY WATER DISTRICT

WO 1210 - KASKI TANK

CONTRACTED FEES

FY 1718								
Item #	Date	Description	Vendor	Q1	Q2	Q3	Q4	Total Amount
								\$ -
								\$ -
								\$ -
								\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
FY 1819								
Item #	Date	Description	Vendor	Q1	Q2	Q3	Q4	Total Amount
1	10/15/2018	PROFESSIONAL SERVICES_LOMPICO ASSESSMENT DISTRICT	SCHAAF & WHEELER		\$ 1,735.00			\$ 1,735.00
2	11/16/2018	LOMPICO TANKS_LOMASM	SCHAAF & WHEELER		\$ 3,574.12			\$ 3,574.12
3	12/27/2018	LOMPICO TANKS_PROJECT MGMT & PRELIMINARY DESIGN	SCHAAF & WHEELER		\$ 3,379.55			\$ 3,379.55
4	1/17/2019	LOMPICO TANKS_PRELIMINARY DESIGN	SCHAAF & WHEELER			\$ 560.88		\$ 560.88
5	3/21/2019	LOMPICO TANKS	SCHAAF & WHEELER			\$ 6,041.42		\$ 6,041.42
								\$ -
								\$ -
				\$ -	\$ 8,688.67	\$ 6,602.30	\$ -	\$ 15,290.97

Schaaf & Wheeler

CONSULTING CIVIL ENGINEERS

1171 Homestead Road, Suite 255
Santa Clara, CA 95050
Tel: 408-246-4848

Offices
Santa Clara
San Francisco
Salinas
Santa Rosa

RECEIVED

JAN 17 2019

SAN LORENZO VALLEY
WATER DISTRICT

Invoice

Invoice Date: Dec 31, 2018

Invoice Num: 30678

Billing Through: Dec 31, 2018

Rick Rogers
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006

Lompico Tanks - Preliminary Design (SLVW.01.18:002) - Managed by (AAS)

Professional Services:

Classification

ASSOCIATE ENGINEER

Hours	Rate	Amount
5.00	\$185.00	\$925.00

Total Services: \$925.00

Reimbursable Expenses:

Date	Vendor	Description
12/1/2018	Pacific Crest Engineering Inc.	CONSULTANTS - CLIENT BILLABLE

Cost	Multiplier	Amount
\$688.75	1.10	\$757.63

Total Expenses: \$757.63

Project (SLVW.01.18:002) Total Amount Due: \$1,682.63

Amount Due This Invoice: \$1,682.63

This invoice is due on 1/30/2019

APPROVED BY:

ACCOUNT: 01 - 000 - 1505

DATE: 1-17-2018

WO (opt)

PM (opt)

DESCRIPTION (opt)

LOMASM
CAP-16170002
Lompico Ass. District

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

3 Quail Run Circle, Suite 101
Salinas, CA 93907
831-883-4848
FAX 831-758-6328

January 14, 2019

Mr. Rick Rogers
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006

Re: Invoice for Lompico Water Tanks Design

Dear Rick:

The enclosed invoice is for the subject project. Our effort this month included:

Task 2, Preliminary Design: preparation of the basis of design report. The effort by Pacific Crest includes the site investigation work and geotechnical analysis. The reports were submitted under separate cover.

Please contact me with questions at (831) 883-4848, or by e-mail at asterbenz@swsv.com.

Very truly yours,
SCHAAF & WHEELER



Andrew A. Sterbenz, P.E.
Project Engineer



Pacific Crest
ENGINEERING INC

SLVW.01.18:002

Pacific Crest Engineering Inc.
444 Airport Boulevard, Suite 106
Watsonville, CA 95076
(831) 722-9446

Andy

Schaaf & Wheeler (Santa Clara)
1171 Homestead Road, Suite 225
Santa Clara, CA 95050

Invoice number 6640
Date 11/30/2018

Project 1886 Lompico Tank Sites

For professional services through 11/30/2018

Professional Fees

	Date	Hours	Rate	Billed Amount
Staff Geologist II				
Graphics	11/06/2018	0.50	145.00	72.50
	11/09/2018	0.50	145.00	72.50
Project Coordination	11/02/2018	0.50	145.00	72.50
Report Preparation	11/01/2018	1.00	145.00	145.00
	11/06/2018	0.50	145.00	72.50
	11/21/2018	1.00	145.00	145.00
	11/26/2018	0.75	145.00	108.75
	Subtotal	4.75		688.75
	Professional Fees subtotal	4.75		688.75

Invoice total **688.75**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
6410	09/30/2018	4,336.25			4,336.25		
6559	10/31/2018	7,198.75		7,198.75			
6640	11/30/2018	688.75	688.75				
	Total	12,223.75	688.75	7,198.75	4,336.25	0.00	0.00

Due and payable upon receipt

Deer

Schaaf & Wheeler

CONSULTING CIVIL ENGINEERS

1171 Homestead Road, Suite 255
 Santa Clara, CA 95050
 Tel: 408-246-4848

Offices
 Santa Clara
 San Francisco
 Salinas
 Santa Rosa

Invoice

Invoice Date: Feb 28, 2019
Invoice Num: 30886
Billing Through: Feb 28, 2019

Rick Rogers
 San Lorenzo Valley Water District
 13060 Highway 9
 Boulder Creek, CA 95006

RECEIVED

MAR 14 2019

**SAN LORENZO VALLEY
 WATER DISTRICT**

Lomppico Tanks - Project Management (SLVW.01.18:001) - Managed by (AAS)

Reimbursable Expenses:

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
2/2/2019	ONTRAC	DELIVERY CHARGE - CLIENT BILLABLE	\$18.00	1.10	\$19.80
Total Expenses:					\$19.80

Project (SLVW.01.18:001) Total Amount Due: \$19.80

Lomppico Tanks - 60 o/o Design (SLVW.01.18:003) - Managed by (AAS)

Reimbursable Expenses:

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
1/1/2018	Pacific Crest Engineering Inc.	CONSULTANTS - CLIENT BILLABLE	\$680.00	1.10	\$748.00
1/31/2019	Pacific Crest Engineering Inc.	CONSULTANTS - CLIENT BILLABLE	\$255.00	1.10	\$280.50
Total Expenses:					\$1,028.50

Project (SLVW.01.18:003) Total Amount Due: \$1,028.50

Lomppico Tanks - CEQA and Permitting (SLVW.01.18:004) - Managed by (AAS)

Reimbursable Expenses:

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
2/8/2019	Denise Duffy & Associates, Inc.	CONSULTANTS - CLIENT BILLABLE	\$7,307.00	1.10	\$8,037.70
2/28/2019	Denise Duffy & Associates, Inc.	CONSULTANTS - CLIENT BILLABLE	\$8,216.60	1.10	\$9,038.26
Total Expenses:					\$17,075.96

Project (SLVW.01.18:004) Total Amount Due: \$17,075.96

Amount Due This Invoice: \$18,124.26

This invoice is due on 3/30/2019

APPROVED BY:

ACCOUNT: 01 - 000 - 1565

DATE: 3/15/19

WO (opt)

PM (opt)

DESCRIPTION (opt)

Lomppico Tanks
 LOMASM CAP-1617002

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

3 Quail Run Circle, Suite 101
Salinas, CA 93907
831-883-4848
FAX 831-758-6328

March 11, 2019

Mr. Rick Rogers
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006

Re: Invoice for Lompico Water Tanks Design

Dear Rick:

The enclosed invoice is for the subject project. Our effort this month included:

Task 1, Project Management: Mailing expense for sending the Basis of Design Report.

Task 2, Preliminary Design: Effort by Pacific Crest finalizing the Geotech Report.

Task 4, CEQA and Permitting: Effort by Denise Duffy & Associates, conducting a site visit and records research for the CEQA Initial Study.

Please contact me with questions at (831) 883-4848, or by e-mail at asterbenz@swsv.com.

Very truly yours,
SCHAAF & WHEELER



Andrew A. Sterbenz, P.E.
Project Engineer

REMITTANCE ADVICE

PLEASE FORWARD YOUR PAYMENT TO

OnTrac
P.O. BOX 841664
Los Angeles, CA 90084-1664

ACCOUNT NUMBER
18585

CURRENT INVOICE DETAIL		
DATE	INVOICE NUMBER	AMOUNT
2/2/2019	8892789	\$18.00

PAST DUE

PLEASE INDICATE PAYMENT AMOUNT



166901 0207 1 001297 000001 001/001

SCHAAF AND WHEELER
1171 HOMESTEAD RD STE 255
SANTA CLARA, CA 95050-5485

ACCOUNT NUMBER	PAGE
18585	1 of 1

DATE	INVOICE NUMBER
2/2/2019	8892789

TAX ID #98-0066674

BILLING INQUIRIES? PLEASE CALL (877) 227-5139

DETACH HERE. TO ENSURE PROPER CREDIT, PLEASE RETURN THIS STUB WITH YOUR REMITTANCE.



Date / SVC Tracking #	Delivery Company Delivery Address	ZIP City	POD Info Del Time	Reference #	PKG LTR	LBS SAT	Total Charges
1/14/2019 S D10011453982251	SAN LORENZO VALLEY WAT 13060 HIGHWAY 9	95006-9119 BOULDER CREEK	M RICH 12:59 PM	SLWV.01.18	1 0	2 N	\$18.00
Fuel Charge: \$1.47 EXTENDED AREA SURCHARGE: \$3.75							

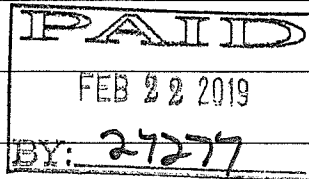
Net Bill **Total Charge** \$18.00

Invoice Statement

Account: 18585

Invoice: 8892789

Aged Charges	Activity	
91+ Days \$0.00	Balance Last Statement	\$132.23
61 - 90 Days \$0.00		
46 - 60 Days \$0.00	Payments (Thank You)	(\$132.23)
31 - 45 Days \$0.00	Adjustments	\$0.00
7 - 30 Days \$0.00		
Current Charges \$18.00	New Charges	\$18.00
Unapplied Credit (\$0.00)		
Total Aged Amount \$18.00	Total Amount Due	\$18.00



S=SUNRISE, G=SUNRISE GOLD, H=PALLETIZED FREIGHT, M=MONTHLY CHRGS, C=CALTRAC/GROUND

INVOICE AND STATEMENT

PAYMENT DUE ON RECEIPT



Pacific Crest
ENGINEERING INC

SLVW.01.18:003

Pacific Crest Engineering Inc.
444 Airport Boulevard, Suite 106
Watsonville, CA 95076
(831) 722-9446

Andy

Schaaf & Wheeler (Santa Clara)
1171 Homestead Road, Suite 225
Santa Clara, CA 95050

Invoice number 6784
Date 12/31/2018

Project 1886 Lompico Tank Sites

For professional services through 12/31/2018

Professional Fees

	Date	Hours	Rate	Billed Amount
Associate Geotechnical Engineer				
Plan Review				
	12/20/2018	2.00	170.00	340.00
Project Management				
	12/27/2018	2.00	170.00	340.00
	Subtotal	4.00		680.00
Professional Fees subtotal		4.00		680.00

Invoice total 680.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
6640	11/30/2018	688.75		688.75			
6784	12/31/2018	680.00	680.00				
Total		1,368.75	680.00	688.75	0.00	0.00	0.00

Due and payable upon receipt

Jan



Pacific Crest
ENGINEERING INC

SLVW.01.18:003

Pacific Crest Engineering Inc.
444 Airport Boulevard, Suite 106
Watsonville, CA 95076
(831) 722-9446

Schaaf & Wheeler (Santa Clara)
1171 Homestead Road, Suite 225
Santa Clara, CA 95050

andy

Invoice number 6829
Date 01/31/2019

Project 1886 Lompico Tank Sites

For professional services through 01/31/2019

Professional Fees

Associate Geotechnical Engineer
Project Management

Date	Hours	Rate	Billed Amount
01/02/2019	1.50	170.00	255.00
Invoice total			255.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
6784	12/31/2018	680.00		680.00			
6829	01/31/2019	255.00	255.00				
Total		935.00	255.00	680.00	0.00	0.00	0.00

Due and payable upon receipt

Jan 25 of 109



Denise Duffy & Associates, Inc.

947 Cass St. Suite 5 Monterey, CA 93940

SLVW.01.18:004

INVOICE

Invoice Number: 6714
Invoice Date: Feb 8, 2019
Page: 1

**For Services from:
9/6/18 to 1/31/19**

Bill To:
Schaaf & Wheeler 1171 Homestead Rd. Suite 255 Santa Clara, CA 95050

Ship to:
Schaaf & Wheeler 1171 Homestead Rd. Suite 255 Santa Clara, CA 95050

Customer ID	Customer PO	Payment Terms	
S23	Proj#SLVW.01.18	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			2/8/19

Quantity	Item	Description	Unit Price	Amount
		SLVWD Lompico Tanks Replacement Project #2018-62		
		Task #1, Project Initiation, 100% complete		3,814.00
		Task #2, Admin Draft IS/MND, 25% complete		3,493.00

Subtotal	7,307.00
Sales Tax	
Total Invoice Amount	7,307.00
Payment/Credit Applied	
TOTAL	7,307.00

Fulo



**Denise Duffy &
Associates, Inc.**

947 Cass St. Suite 5 Monterey, CA 93940

SLVW.01.18004
INVOICE

Invoice Number: 6727
Invoice Date: Mar 4, 2019
Page: 1

**For Services from:
2/1/19 to 2/28/19**

Bill To:
Schaaf & Wheeler 1171 Homestead Rd. Suite 255 Santa Clara, CA 95050

Ship to:
Schaaf & Wheeler 1171 Homestead Rd. Suite 255 Santa Clara, CA 95050

Customer ID	Customer PO	Payment Terms	
S23	Proj#SLVW.01.18	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			3/4/19

Quantity	Item	Description	Unit Price	Amount
		SLVWD Lompico Tanks Replacement Project #2018-62		
		Task #2, Admin Draft IS/MND, 55% complete		4,191.60
		SUB: Holman + admin fee, 100% complete		4,025.00

Subtotal	8,216.60
Sales Tax	
Total Invoice Amount	8,216.60
Payment/Credit Applied	
TOTAL	8,216.60

SAN LORENZO VALLEY WATER DISTRICT

WO 1209 - MADRONE TANK

PRIOR FY BALANCE	\$	-
-------------------------	----	---

FY1718						
DESCRIPTION	Q1	Q2	Q3	Q4	TOTAL	
LABOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LABOR OVERHEAD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INVENTORY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MATERIALS & SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACTED FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FY1819						
DESCRIPTION	Q1	Q2	Q3	Q4	TOTAL	
LABOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LABOR OVERHEAD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INVENTORY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MATERIALS & SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACTED FEES	\$ -	\$ 8,688.67	\$ 6,602.30	\$ -	\$ -	\$ 15,290.97
	\$ -	\$ 8,688.67	\$ 6,602.30	\$ -	\$ -	\$ 15,290.97

PROJECT TOTAL TO DATE	\$	15,290.97
------------------------------	----	------------------

SAN LORENZO VALLEY WATER DISTRICT

WO 1209 - MADRONE TANK

CONTRACTED FEES

FY 1718								
Item #	Date	Description	Vendor	Q1	Q2	Q3	Q4	Total Amount
								\$ -
								\$ -
								\$ -
								\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
FY 1819								
Item #	Date	Description	Vendor	Q1	Q2	Q3	Q4	Total Amount
1	10/15/2018	PROFESSIONAL SERVICES_LOMPICO ASSESSMENT DISTRICT	SCHAAF & WHEELER		\$ 1,735.00			\$ 1,735.00
2	11/16/2018	LOMPICO TANKS_LOMASM	SCHAAF & WHEELER		\$ 3,574.12			\$ 3,574.12
3	12/27/2018	LOMPICO TANKS_PROJECT MGMT & PRELIMINARY DESIGN	SCHAAF & WHEELER		\$ 3,379.55			\$ 3,379.55
4	1/17/2019	LOMPICO TANKS_PRELIMINARY DESIGN	SCHAAF & WHEELER			\$ 560.88		\$ 560.88
5	3/21/2019	LOMPICO TANKS	SCHAAF & WHEELER			\$ 6,041.42		\$ 6,041.42
								\$ -
								\$ -
				\$ -	\$ 8,688.67	\$ 6,602.30	\$ -	\$ 15,290.97

Schaaf & Wheeler

CONSULTING CIVIL ENGINEERS

1171 Homestead Road, Suite 255
Santa Clara, CA 95050
Tel: 408-246-4848

Offices
Santa Clara
San Francisco
Salinas
Santa Rosa

RECEIVED

JAN 17 2019

SAN LORENZO VALLEY
WATER DISTRICT

Invoice

Invoice Date: Dec 31, 2018

Invoice Num: 30678

Billing Through: Dec 31, 2018

Rick Rogers
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006

Lompico Tanks - Preliminary Design (SLVW.01.18:002) - Managed by (AAS)

Professional Services:

Classification

ASSOCIATE ENGINEER

Hours	Rate	Amount
5.00	\$185.00	\$925.00

Total Services: \$925.00

Reimbursable Expenses:

Date	Vendor	Description
12/1/2018	Pacific Crest Engineering Inc.	CONSULTANTS - CLIENT BILLABLE

Cost	Multiplier	Amount
\$688.75	1.10	\$757.63

Total Expenses: \$757.63

Project (SLVW.01.18:002) Total Amount Due: \$1,682.63

Amount Due This Invoice: \$1,682.63

This invoice is due on 1/30/2019

APPROVED BY:

ACCOUNT: 01 - 000 - 1505

DATE: 1-17-2018

WO (opt)

PM (opt)

DESCRIPTION (opt)

LOMASM
CAP-16170002
Lompico Ass. District

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

3 Quail Run Circle, Suite 101
Salinas, CA 93907
831-883-4848
FAX 831-758-6328

January 14, 2019

Mr. Rick Rogers
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006

Re: Invoice for Lompico Water Tanks Design

Dear Rick:

The enclosed invoice is for the subject project. Our effort this month included:

Task 2, Preliminary Design: preparation of the basis of design report. The effort by Pacific Crest includes the site investigation work and geotechnical analysis. The reports were submitted under separate cover.

Please contact me with questions at (831) 883-4848, or by e-mail at asterbenz@swsv.com.

Very truly yours,
SCHAAF & WHEELER



Andrew A. Sterbenz, P.E.
Project Engineer



Pacific Crest
ENGINEERING INC

SLVW.01.18:002

Pacific Crest Engineering Inc.
444 Airport Boulevard, Suite 106
Watsonville, CA 95076
(831) 722-9446

Andy

Schaaf & Wheeler (Santa Clara)
1171 Homestead Road, Suite 225
Santa Clara, CA 95050

Invoice number 6640
Date 11/30/2018

Project 1886 Lompico Tank Sites

For professional services through 11/30/2018

Professional Fees

	Date	Hours	Rate	Billed Amount
Staff Geologist II				
Graphics	11/06/2018	0.50	145.00	72.50
	11/09/2018	0.50	145.00	72.50
Project Coordination	11/02/2018	0.50	145.00	72.50
Report Preparation	11/01/2018	1.00	145.00	145.00
	11/06/2018	0.50	145.00	72.50
	11/21/2018	1.00	145.00	145.00
	11/26/2018	0.75	145.00	108.75
	Subtotal	4.75		688.75
	Professional Fees subtotal	4.75		688.75

Invoice total **688.75**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
6410	09/30/2018	4,336.25			4,336.25		
6559	10/31/2018	7,198.75		7,198.75			
6640	11/30/2018	688.75	688.75				
	Total	12,223.75	688.75	7,198.75	4,336.25	0.00	0.00

Due and payable upon receipt

Schaaf & Wheeler

CONSULTING CIVIL ENGINEERS

1171 Homestead Road, Suite 255
 Santa Clara, CA 95050
 Tel: 408-246-4848

Offices
 Santa Clara
 San Francisco
 Salinas
 Santa Rosa

Invoice

Invoice Date: Feb 28, 2019
Invoice Num: 30886
Billing Through: Feb 28, 2019

Rick Rogers
 San Lorenzo Valley Water District
 13060 Highway 9
 Boulder Creek, CA 95006

RECEIVED

MAR 14 2019

**SAN LORENZO VALLEY
 WATER DISTRICT**

Lomppico Tanks - Project Management (SLVW.01.18:001) - Managed by (AAS)

Reimbursable Expenses:

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
2/2/2019	ONTRAC	DELIVERY CHARGE - CLIENT BILLABLE	\$18.00	1.10	\$19.80
Total Expenses:					\$19.80

Project (SLVW.01.18:001) Total Amount Due: \$19.80

Lomppico Tanks - 60 o/o Design (SLVW.01.18:003) - Managed by (AAS)

Reimbursable Expenses:

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
1/1/2018	Pacific Crest Engineering Inc.	CONSULTANTS - CLIENT BILLABLE	\$680.00	1.10	\$748.00
1/31/2019	Pacific Crest Engineering Inc.	CONSULTANTS - CLIENT BILLABLE	\$255.00	1.10	\$280.50
Total Expenses:					\$1,028.50

Project (SLVW.01.18:003) Total Amount Due: \$1,028.50

Lomppico Tanks - CEQA and Permitting (SLVW.01.18:004) - Managed by (AAS)

Reimbursable Expenses:

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
2/8/2019	Denise Duffy & Associates, Inc.	CONSULTANTS - CLIENT BILLABLE	\$7,307.00	1.10	\$8,037.70
2/28/2019	Denise Duffy & Associates, Inc.	CONSULTANTS - CLIENT BILLABLE	\$8,216.60	1.10	\$9,038.26
Total Expenses:					\$17,075.96

Project (SLVW.01.18:004) Total Amount Due: \$17,075.96

Amount Due This Invoice: \$18,124.26

This invoice is due on 3/30/2019

APPROVED BY:

M. Rogers

ACCOUNT:

01 - 000 - 1565

DATE:

3/15/19

WO (opt)

PM (opt)

DESCRIPTION (opt)

Lomppico Tanks

L0MASM CAP-1617002

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

3 Quail Run Circle, Suite 101
Salinas, CA 93907
831-883-4848
FAX 831-758-6328

March 11, 2019

Mr. Rick Rogers
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006

Re: Invoice for Lompico Water Tanks Design

Dear Rick:

The enclosed invoice is for the subject project. Our effort this month included:

Task 1, Project Management: Mailing expense for sending the Basis of Design Report.

Task 2, Preliminary Design: Effort by Pacific Crest finalizing the Geotech Report.

Task 4, CEQA and Permitting: Effort by Denise Duffy & Associates, conducting a site visit and records research for the CEQA Initial Study.

Please contact me with questions at (831) 883-4848, or by e-mail at asterbenz@swsv.com.

Very truly yours,
SCHAAF & WHEELER



Andrew A. Sterbenz, P.E.
Project Engineer

REMITTANCE ADVICE

PLEASE FORWARD YOUR PAYMENT TO

OnTrac
P.O. BOX 841664
Los Angeles, CA 90084-1664



166901 0207 1 001297 000001 001/001

SCHAAF AND WHEELER
1171 HOMESTEAD RD STE 255
SANTA CLARA, CA 95050-5485



ACCOUNT NUMBER
18585

CURRENT INVOICE DETAIL		
DATE	INVOICE NUMBER	AMOUNT
2/2/2019	8892789	\$18.00

PAST DUE

PLEASE INDICATE PAYMENT AMOUNT

ACCOUNT NUMBER	PAGE
18585	1 of 1

DATE	INVOICE NUMBER
2/2/2019	8892789

TAX ID #98-0066674

BILLING INQUIRIES? PLEASE CALL (877) 227-5139

DETACH HERE. TO ENSURE PROPER CREDIT, PLEASE RETURN THIS STUB WITH YOUR REMITTANCE.



Date / SVC Tracking #	Delivery Company Delivery Address	ZIP City	POD Info Del Time	Reference #	PKG LTR	LBS SAT	Total Charges
1/14/2019 S D10011453982251	SAN LORENZO VALLEY WAT 13060 HIGHWAY 9	95006-9119 BOULDER CREEK	M RICH 12:59 PM	SLWV.01.18	1 0	2 N	\$18.00
Fuel Charge: \$1.47 EXTENDED AREA SURCHARGE: \$3.75							

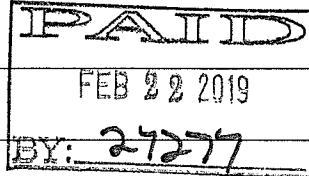
Net Bill **Total Charge**
\$18.00

Invoice Statement

Account: 18585

Invoice: 8892789

Aged Charges	Activity
91+ Days \$0.00	Balance Last Statement \$132.23
61 - 90 Days \$0.00	
46 - 60 Days \$0.00	Payments (Thank You) (\$132.23)
31 - 45 Days \$0.00	Adjustments \$0.00
7 - 30 Days \$0.00	
Current Charges \$18.00	New Charges \$18.00
Unapplied Credit (\$0.00)	
Total Aged Amount \$18.00	Total Amount Due \$18.00



S=SUNRISE, G=SUNRISE GOLD, H=PALLETIZED FREIGHT, M=MONTHLY CHRGS, C=CALTRAC/GROUND

INVOICE AND STATEMENT

PAYMENT DUE ON RECEIPT



Pacific Crest
ENGINEERING INC

SLVW.01.18:003

Pacific Crest Engineering Inc.
444 Airport Boulevard, Suite 106
Watsonville, CA 95076
(831) 722-9446

Andy

Schaaf & Wheeler (Santa Clara)
1171 Homestead Road, Suite 225
Santa Clara, CA 95050

Invoice number 6784
Date 12/31/2018

Project 1886 Lompico Tank Sites

For professional services through 12/31/2018

Professional Fees

	Date	Hours	Rate	Billed Amount
Associate Geotechnical Engineer				
Plan Review				
	12/20/2018	2.00	170.00	340.00
Project Management				
	12/27/2018	2.00	170.00	340.00
	Subtotal	4.00		680.00
Professional Fees subtotal		4.00		680.00

Invoice total **680.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
6640	11/30/2018	688.75		688.75			
6784	12/31/2018	680.00	680.00				
Total		1,368.75	680.00	688.75	0.00	0.00	0.00

Due and payable upon receipt

Jan



Pacific Crest
ENGINEERING INC

SLVW.01.18:003

Pacific Crest Engineering Inc.
444 Airport Boulevard, Suite 106
Watsonville, CA 95076
(831) 722-9446

Schaaf & Wheeler (Santa Clara)
1171 Homestead Road, Suite 225
Santa Clara, CA 95050

andy

Invoice number 6829
Date 01/31/2019

Project 1886 Lompico Tank Sites

For professional services through 01/31/2019

Professional Fees

Associate Geotechnical Engineer
Project Management

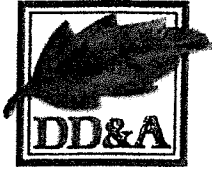
Date	Hours	Rate	Billed Amount
01/02/2019	1.50	170.00	255.00
Invoice total			255.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
6784	12/31/2018	680.00		680.00			
6829	01/31/2019	255.00	255.00				
Total		935.00	255.00	680.00	0.00	0.00	0.00

Due and payable upon receipt

Jan 7 of 109



Denise Duffy & Associates, Inc.

947 Cass St. Suite 5 Monterey, CA 93940

SLVW.01.18:004

INVOICE

Invoice Number: 6714
Invoice Date: Feb 8, 2019
Page: 1

**For Services from:
9/6/18 to 1/31/19**

Bill To:
Schaaf & Wheeler 1171 Homestead Rd. Suite 255 Santa Clara, CA 95050

Ship to:
Schaaf & Wheeler 1171 Homestead Rd. Suite 255 Santa Clara, CA 95050

Customer ID	Customer PO	Payment Terms	
S23	Proj#SLVW.01.18	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			2/8/19

Quantity	Item	Description	Unit Price	Amount
		SLVWD Lompico Tanks Replacement Project #2018-62		
		Task #1, Project Initiation, 100% complete		3,814.00
		Task #2, Admin Draft IS/MND, 25% complete		3,493.00

Subtotal	7,307.00
Sales Tax	
Total Invoice Amount	7,307.00
Payment/Credit Applied	
TOTAL	7,307.00

Fulo



**Denise Duffy &
Associates, Inc.**

947 Cass St. Suite 5 Monterey, CA 93940

SLVW.01.18004
INVOICE

Invoice Number: 6727
Invoice Date: Mar 4, 2019
Page: 1

**For Services from:
2/1/19 to 2/28/19**

Bill To:
Schaaf & Wheeler 1171 Homestead Rd. Suite 255 Santa Clara, CA 95050

Ship to:
Schaaf & Wheeler 1171 Homestead Rd. Suite 255 Santa Clara, CA 95050

Customer ID	Customer PO	Payment Terms	
S23	Proj#SLVW.01.18	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			3/4/19

Quantity	Item	Description	Unit Price	Amount
		SLVWD Lompico Tanks Replacement Project #2018-62		
		Task #2, Admin Draft IS/MND, 55% complete		4,191.60
		SUB: Holman + admin fee, 100% complete		4,025.00

Subtotal	8,216.60
Sales Tax	
Total Invoice Amount	8,216.60
Payment/Credit Applied	
TOTAL	8,216.60

SAN LORENZO VALLEY WATER DISTRICT

WO 1208 - LEWIS TANK

PRIOR FY BALANCE	\$	-
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FY1718						
DESCRIPTION	Q1	Q2	Q3	Q4	TOTAL	
LABOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LABOR OVERHEAD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INVENTORY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MATERIALS & SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACTED FEES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FY1819						
DESCRIPTION	Q1	Q2	Q3	Q4	TOTAL	
LABOR	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
LABOR OVERHEAD	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INVENTORY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MATERIALS & SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACTED FEES	\$ -	\$ 8,688.67	\$ 6,602.30	\$ -	\$ -	\$ 15,290.97
	\$ -	\$ 8,688.67	\$ 6,602.30	\$ -	\$ -	\$ 15,290.97

PROJECT TOTAL TO DATE	\$	15,290.97
------------------------------	----	------------------

SAN LORENZO VALLEY WATER DISTRICT

WO 1208 - LEWIS TANK

CONTRACTED FEES

FY 1718								
Item #	Date	Description	Vendor	Q1	Q2	Q3	Q4	Total Amount
								\$ -
								\$ -
								\$ -
								\$ -
				\$ -	\$ -	\$ -	\$ -	\$ -
FY 1819								
Item #	Date	Description	Vendor	Q1	Q2	Q3	Q4	Total Amount
1	10/15/2018	PROFESSIONAL SERVICES_LOMPICO ASSESSMENT DISTRICT	SCHAAF & WHEELER		\$ 1,735.00			\$ 1,735.00
2	11/16/2018	LOMPICO TANKS_LOMASM	SCHAAF & WHEELER		\$ 3,574.12			\$ 3,574.12
3	12/27/2018	LOMPICO TANKS_PROJECT MGMT & PRELIMINARY DESIGN	SCHAAF & WHEELER		\$ 3,379.55			\$ 3,379.55
4	1/17/2019	LOMPICO TANKS_PRELIMINARY DESIGN	SCHAAF & WHEELER			\$ 560.88		\$ 560.88
5	3/21/2019	LOMPICO TANKS	SCHAAF & WHEELER			\$ 6,041.42		\$ 6,041.42
								\$ -
								\$ -
				\$ -	\$ 8,688.67	\$ 6,602.30	\$ -	\$ 15,290.97

Schaaf & Wheeler

CONSULTING CIVIL ENGINEERS

1171 Homestead Road, Suite 255
Santa Clara, CA 95050
Tel: 408-246-4848

Offices
Santa Clara
San Francisco
Salinas
Santa Rosa

RECEIVED

JAN 17 2019

SAN LORENZO VALLEY
WATER DISTRICT

Invoice

Invoice Date: Dec 31, 2018

Invoice Num: 30678

Billing Through: Dec 31, 2018

Rick Rogers
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006

Lompico Tanks - Preliminary Design (SLVW.01.18:002) - Managed by (AAS)

Professional Services:

Classification

ASSOCIATE ENGINEER

Hours	Rate	Amount
5.00	\$185.00	\$925.00

Total Services: \$925.00

Reimbursable Expenses:

Date	Vendor	Description
12/1/2018	Pacific Crest Engineering Inc.	CONSULTANTS - CLIENT BILLABLE

Cost	Multiplier	Amount
\$688.75	1.10	\$757.63

Total Expenses: \$757.63

Project (SLVW.01.18:002) Total Amount Due: \$1,682.63

Amount Due This Invoice: \$1,682.63

This invoice is due on 1/30/2019

APPROVED BY:

ACCOUNT: 01 - 000 - 1505

DATE: 1-17-2018

WO (opt)

PM (opt)

DESCRIPTION (opt) LOMASM
CAP-16170002
Lompico Ass. District

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

3 Quail Run Circle, Suite 101
Salinas, CA 93907
831-883-4848
FAX 831-758-6328

January 14, 2019

Mr. Rick Rogers
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006

Re: Invoice for Lompico Water Tanks Design

Dear Rick:

The enclosed invoice is for the subject project. Our effort this month included:

Task 2, Preliminary Design: preparation of the basis of design report. The effort by Pacific Crest includes the site investigation work and geotechnical analysis. The reports were submitted under separate cover.

Please contact me with questions at (831) 883-4848, or by e-mail at asterbenz@swsv.com.

Very truly yours,
SCHAAF & WHEELER



Andrew A. Sterbenz, P.E.
Project Engineer



Pacific Crest
ENGINEERING INC

SLVW.01.18:002

Pacific Crest Engineering Inc.
444 Airport Boulevard, Suite 106
Watsonville, CA 95076
(831) 722-9446

Andy

Schaaf & Wheeler (Santa Clara)
1171 Homestead Road, Suite 225
Santa Clara, CA 95050

Invoice number 6640
Date 11/30/2018

Project 1886 Lompico Tank Sites

For professional services through 11/30/2018

Professional Fees

	Date	Hours	Rate	Billed Amount
Staff Geologist II				
Graphics	11/06/2018	0.50	145.00	72.50
	11/09/2018	0.50	145.00	72.50
Project Coordination	11/02/2018	0.50	145.00	72.50
Report Preparation	11/01/2018	1.00	145.00	145.00
	11/06/2018	0.50	145.00	72.50
	11/21/2018	1.00	145.00	145.00
	11/26/2018	0.75	145.00	108.75
	Subtotal	4.75		688.75
	Professional Fees subtotal	4.75		688.75

Invoice total **688.75**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
6410	09/30/2018	4,336.25			4,336.25		
6559	10/31/2018	7,198.75		7,198.75			
6640	11/30/2018	688.75	688.75				
	Total	12,223.75	688.75	7,198.75	4,336.25	0.00	0.00

Due and payable upon receipt

Deer

Schaaf & Wheeler

CONSULTING CIVIL ENGINEERS

1171 Homestead Road, Suite 255
 Santa Clara, CA 95050
 Tel: 408-246-4848

Offices
 Santa Clara
 San Francisco
 Salinas
 Santa Rosa

Invoice

Invoice Date: Feb 28, 2019
Invoice Num: 30886
Billing Through: Feb 28, 2019

Rick Rogers
 San Lorenzo Valley Water District
 13060 Highway 9
 Boulder Creek, CA 95006

RECEIVED

MAR 14 2019

**SAN LORENZO VALLEY
 WATER DISTRICT**

Lompico Tanks - Project Management (SLVW.01.18:001) - Managed by (AAS)

Reimbursable Expenses:

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
2/2/2019	ONTRAC	DELIVERY CHARGE - CLIENT BILLABLE	\$18.00	1.10	\$19.80
Total Expenses:					\$19.80

Project (SLVW.01.18:001) Total Amount Due: \$19.80

Lompico Tanks - 60 o/o Design (SLVW.01.18:003) - Managed by (AAS)

Reimbursable Expenses:

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
1/1/2018	Pacific Crest Engineering Inc.	CONSULTANTS - CLIENT BILLABLE	\$680.00	1.10	\$748.00
1/31/2019	Pacific Crest Engineering Inc.	CONSULTANTS - CLIENT BILLABLE	\$255.00	1.10	\$280.50
Total Expenses:					\$1,028.50

Project (SLVW.01.18:003) Total Amount Due: \$1,028.50

Lompico Tanks - CEQA and Permitting (SLVW.01.18:004) - Managed by (AAS)

Reimbursable Expenses:

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
2/8/2019	Denise Duffy & Associates, Inc.	CONSULTANTS - CLIENT BILLABLE	\$7,307.00	1.10	\$8,037.70
2/28/2019	Denise Duffy & Associates, Inc.	CONSULTANTS - CLIENT BILLABLE	\$8,216.60	1.10	\$9,038.26
Total Expenses:					\$17,075.96

Project (SLVW.01.18:004) Total Amount Due: \$17,075.96

Amount Due This Invoice: \$18,124.26

This invoice is due on 3/30/2019

APPROVED BY:

ACCOUNT: 01 - 000 - 1565

DATE: 3/15/19

WO (opt)

PM (opt)

DESCRIPTION (opt)

LOMPICO TANKS
 LOMASM CAP-1617002

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

3 Quail Run Circle, Suite 101
Salinas, CA 93907
831-883-4848
FAX 831-758-6328

March 11, 2019

Mr. Rick Rogers
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA 95006

Re: Invoice for Lompico Water Tanks Design

Dear Rick:

The enclosed invoice is for the subject project. Our effort this month included:

Task 1, Project Management: Mailing expense for sending the Basis of Design Report.

Task 2, Preliminary Design: Effort by Pacific Crest finalizing the Geotech Report.

Task 4, CEQA and Permitting: Effort by Denise Duffy & Associates, conducting a site visit and records research for the CEQA Initial Study.

Please contact me with questions at (831) 883-4848, or by e-mail at asterbenz@swsv.com.

Very truly yours,
SCHAAF & WHEELER



Andrew A. Sterbenz, P.E.
Project Engineer

REMITTANCE ADVICE

PLEASE FORWARD YOUR PAYMENT TO

OnTrac
P.O. BOX 841664
Los Angeles, CA 90084-1664



166901 0207 1 001297 000001 001/001

SCHAAF AND WHEELER
1171 HOMESTEAD RD STE 255
SANTA CLARA, CA 95050-5485



ACCOUNT NUMBER
18585

CURRENT INVOICE DETAIL		
DATE	INVOICE NUMBER	AMOUNT
2/2/2019	8892789	\$18.00

PAST DUE

PLEASE INDICATE PAYMENT AMOUNT

ACCOUNT NUMBER	PAGE
18585	1 of 1

DATE	INVOICE NUMBER
2/2/2019	8892789

TAX ID #98-0066674

BILLING INQUIRIES? PLEASE CALL (877) 227-5139

DETACH HERE. TO ENSURE PROPER CREDIT, PLEASE RETURN THIS STUB WITH YOUR REMITTANCE.



Date / SVC Tracking #	Delivery Company Delivery Address	ZIP City	POD Info Del Time	Reference #	PKG LTR	LBS SAT	Total Charges
1/14/2019 S D10011453982251	SAN LORENZO VALLEY WAT 13060 HIGHWAY 9	95006-9119 BOULDER CREEK	M RICH 12:59 PM	SLWV.01.18	1 0	2 N	\$18.00
Fuel Charge: \$1.47 EXTENDED AREA SURCHARGE: \$3.75							

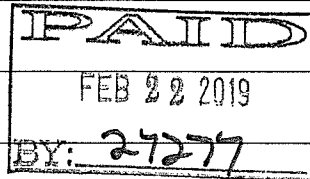
Net Bill **Total Charge**
\$18.00

Invoice Statement

Account: 18585

Invoice: 8892789

Aged Charges	Activity
91+ Days \$0.00	Balance Last Statement \$132.23
61 - 90 Days \$0.00	
46 - 60 Days \$0.00	Payments (Thank You) (\$132.23)
31 - 45 Days \$0.00	Adjustments \$0.00
7 - 30 Days \$0.00	
Current Charges \$18.00	New Charges \$18.00
Unapplied Credit (\$0.00)	
Total Aged Amount \$18.00	Total Amount Due \$18.00



S=SUNRISE, G=SUNRISE GOLD, H=PALLETIZED FREIGHT, M=MONTHLY CHRGS, C=CALTRAC/GROUND

INVOICE AND STATEMENT

PAYMENT DUE ON RECEIPT



Pacific Crest
ENGINEERING INC

SLVW.01.18:003

Pacific Crest Engineering Inc.
444 Airport Boulevard, Suite 106
Watsonville, CA 95076
(831) 722-9446

Andy

Schaaf & Wheeler (Santa Clara)
1171 Homestead Road, Suite 225
Santa Clara, CA 95050

Invoice number 6784
Date 12/31/2018

Project 1886 Lompico Tank Sites

For professional services through 12/31/2018

Professional Fees

	Date	Hours	Rate	Billed Amount
Associate Geotechnical Engineer				
Plan Review				
	12/20/2018	2.00	170.00	340.00
Project Management				
	12/27/2018	2.00	170.00	340.00
	Subtotal	4.00		680.00
Professional Fees subtotal		4.00		680.00

Invoice total **680.00**

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
6640	11/30/2018	688.75		688.75			
6784	12/31/2018	680.00	680.00				
Total		1,368.75	680.00	688.75	0.00	0.00	0.00

Due and payable upon receipt

Jan



Pacific Crest
ENGINEERING INC

SLVW.01.18:003

Pacific Crest Engineering Inc.
444 Airport Boulevard, Suite 106
Watsonville, CA 95076
(831) 722-9446

Schaaf & Wheeler (Santa Clara)
1171 Homestead Road, Suite 225
Santa Clara, CA 95050

andy

Invoice number 6829
Date 01/31/2019

Project 1886 Lompico Tank Sites

For professional services through 01/31/2019

Professional Fees

Associate Geotechnical Engineer
Project Management

Date	Hours	Rate	Billed Amount
01/02/2019	1.50	170.00	255.00
Invoice total			255.00

Aging Summary

Invoice Number	Invoice Date	Outstanding	Current	Over 30	Over 60	Over 90	Over 120
6784	12/31/2018	680.00		680.00			
6829	01/31/2019	255.00	255.00				
Total		935.00	255.00	680.00	0.00	0.00	0.00

Due and payable upon receipt

Jan 49 of 109



Denise Duffy & Associates, Inc.

947 Cass St. Suite 5 Monterey, CA 93940

SLVW.01.18:004

INVOICE

Invoice Number: 6714
Invoice Date: Feb 8, 2019
Page: 1

**For Services from:
9/6/18 to 1/31/19**

Bill To:
Schaaf & Wheeler 1171 Homestead Rd. Suite 255 Santa Clara, CA 95050

Ship to:
Schaaf & Wheeler 1171 Homestead Rd. Suite 255 Santa Clara, CA 95050

Customer ID	Customer PO	Payment Terms	
S23	Proj#SLVW.01.18	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			2/8/19

Quantity	Item	Description	Unit Price	Amount
		SLVWD Lompico Tanks Replacement Project #2018-62		
		Task #1, Project Initiation, 100% complete		3,814.00
		Task #2, Admin Draft IS/MND, 25% complete		3,493.00

Subtotal	7,307.00
Sales Tax	
Total Invoice Amount	7,307.00
Payment/Credit Applied	
TOTAL	7,307.00

Fulo



**Denise Duffy &
Associates, Inc.**

947 Cass St. Suite 5 Monterey, CA 93940

SLVW.01.18004
INVOICE

Invoice Number: 6727
Invoice Date: Mar 4, 2019
Page: 1

**For Services from:
2/1/19 to 2/28/19**

Bill To:
Schaaf & Wheeler 1171 Homestead Rd. Suite 255 Santa Clara, CA 95050

Ship to:
Schaaf & Wheeler 1171 Homestead Rd. Suite 255 Santa Clara, CA 95050

Customer ID	Customer PO	Payment Terms	
S23	Proj#SLVW.01.18	Net Due	
Sales Rep ID	Shipping Method	Ship Date	Due Date
			3/4/19

Quantity	Item	Description	Unit Price	Amount
		SLVWD Lompico Tanks Replacement Project #2018-62		
		Task #2, Admin Draft IS/MND, 55% complete		4,191.60
		SUB: Holman + admin fee, 100% complete		4,025.00

Subtotal	8,216.60
Sales Tax	
Total Invoice Amount	8,216.60
Payment/Credit Applied	
TOTAL	8,216.60

Feb
51 of 109

SAN LORENZO VALLEY WATER DISTRICT

MAIN PRV LOMPICO STATION REPLACEMENTS

PRIOR FY BALANCE	\$	-
-------------------------	----	---

FY1718						
DESCRIPTION	Q1	Q2	Q3	Q4	TOTAL	
LABOR	\$ -	\$ -	\$ 372.72	\$ -	\$ 372.72	
LABOR OVERHEAD	\$ -	\$ -	\$ 180.40	\$ -	\$ 180.40	
INVENTORY	\$ -	\$ -	\$ -	\$ -	\$ -	
MATERIALS & SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	
CONTRACTED FEES	\$ -	\$ -	\$ -	\$ 5,975.00	\$ 5,975.00	
	\$ -	\$ -	\$ 553.12	\$ 5,975.00	\$ 6,528.12	

FY1819						
DESCRIPTION	Q1	Q2	Q3	Q4	TOTAL	
LABOR	\$ -	\$ 937.60	\$ -	\$ -	\$ 937.60	
LABOR OVERHEAD	\$ -	\$ 453.80	\$ -	\$ -	\$ 453.80	
INVENTORY	\$ -	\$ -	\$ -	\$ -	\$ -	
MATERIALS & SERVICES	\$ -	\$ -	\$ -	\$ -	\$ -	
CONTRACTED FEES	\$ 2,335.00	\$ 12,926.25	\$ 11,008.75	\$ -	\$ 26,270.00	
	\$ 2,335.00	\$ 14,317.65	\$ 11,008.75	\$ -	\$ 27,661.40	

PROJECT TOTAL TO DATE	\$	34,189.51
------------------------------	----	------------------

SAN LORENZO VALLEY WATER DISTRICT

MAIN PRV LOMPICO STATION REPLACEMENTS

CONTRACTED FEES

FY 1718								
Item #	Date	Description	Vendor	Q1	Q2	Q3	Q4	Total Amount
1	4/9/2018	INV #3079_LAKE BLVD. PRV	WATER SYSTEMS CONSULTING, INC.				\$ 1,102.50	\$ 1,102.50
2	4/24/2018	INV #041318_SURVEY WORK_LAKE BLVD PRV	PAUL JENSEN				\$ 2,150.00	\$ 2,150.00
3	5/16/2018	INV #3153_TASK 1 DESIGN_LAKE BLVD PRV	WATER SYSTEMS CONSULTING, INC.				\$ 2,382.50	\$ 2,382.50
4	6/20/2018	INV #3209_PROJECT MANAGEMENT_PRV	WATER SYSTEMS CONSULTING, INC.				\$ 340.00	\$ 340.00
				<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,975.00</u>	<u>\$ 5,975.00</u>
FY 1819								
Item #	Date	Description	Vendor	Q1	Q2	Q3	Q4	Total Amount
5	9/14/2018	INV #AUG2018_695_LOMPICO PRV SURVEYING	PAUL JENSEN	\$ 2,335.00				\$ 2,335.00
6	12/5/2018	LOMPICO PRVS_WO#837	WATER SYSTEMS CONSULTING, INC.		\$ 12,926.25			\$ 12,926.25
7	1/16/2019	LOMPICO PRVS_WO#837	WATER SYSTEMS CONSULTING, INC.			\$ 3,827.50		\$ 3,827.50
8	2/20/2019	SERVICES RENDERED 01/01/19-01/31/19_LOMPICO PRVS_WO#837	WATER SYSTEMS CONSULTING, INC.			\$ 7,181.25		\$ 7,181.25
				<u>\$ 2,335.00</u>	<u>\$ 12,926.25</u>	<u>\$ 11,008.75</u>	<u>\$ -</u>	<u>\$ 26,270.00</u>



Water Systems Consulting, Inc.
 PO Box 4255
 San Luis Obispo, CA 93403
 805-457-8833

RECEIVED

JAN 11 2019

SAN LORENZO VALLEY
 WATER DISTRICT

San Lorenzo Valley Water District
 Brian Lee
 13060 Highway 9
 Boulder Creek, CA 95006

Invoice number 3582
 Date 12/31/2018

Project **On Call As-Needed Engineering Services**

For Services Rendered From 11/1/18 through 12/31/18

Invoice Summary

Description	Contract Amount	Previously Billed	Current Billed	Total Billed to Date	Contract Balance Remaining
Project Management	130,000.00	25,494.52	540.00 *	26,034.52	103,965.48
Highway 9 Pipeline	0.00	44,702.81	0.00	44,702.81	-44,702.81
USDA Funding Support	0.00	9,873.75	0.00	9,873.75	-9,873.75
Bear Creek Road	0.00	0.00	0.00	0.00	0.00
Lompico PRVs #843 01-000-1565	0.00	12,926.25	3,827.50	16,753.75	-16,753.75
Trout Farm Inn Fire Service	0.00	5,012.50	6,346.50 *	11,359.00	-11,359.00
Lyon Tank Access Road #549 01-000-1505	0.00	450.00	2,842.32	3,292.32	-3,292.32
Total	130,000.00	98,459.83	13,556.32	112,016.15	17,983.85

Project Management

Labor

Senior Engineer III
 Kirsten L. Plonka

Project Administration
 Kay E. Merrill

APPROVED BY *[Signature]*
 ACCOUNT: 01-100-5200 *
 DATE: 1-14-2019
 WO (opt)
 PM (opt)
 DESCRIPTION (opt)
 \$6886.50

	Hours	Rate	Billed Amount
Senior Engineer III	2.00	225.00	450.00
Subtotal	2.00		450.00
Subtotal	2.00		450.00
Project Administration	1.00	90.00	90.00
Subtotal	1.00		90.00
Subtotal	1.00		90.00
Labor subtotal	3.00		540.00
Phase subtotal			540.00

Lompico PRVs

Labor

Senior Engineer III
 Kirsten L. Plonka

	Hours	Rate	Billed Amount
Senior Engineer III	10.00	225.00	2,250.00
Subtotal	10.00		2,250.00

Lompico PRVs

Labor

	Hours	Rate	Billed Amount
Subtotal	10.00		2,250.00
Associate Engineer I Michael J. Goymerac	5.50	165.00	907.50
Subtotal	5.50		907.50
Subtotal	5.50		907.50
Staff Engineer II Kaylie N. Tavenner	3.00	150.00	450.00
Subtotal	3.00		450.00
Subtotal	3.00		450.00
Technician/CAD Operator Christopher J. Durbin	2.00	110.00	220.00
Subtotal	2.00		220.00
Subtotal	2.00		220.00
Labor subtotal	20.50		3,827.50
Phase subtotal			3,827.50

Trout Farm Inn Fire Service

Labor

	Hours	Rate	Billed Amount
Senior Engineer III Kirsten L. Plonka	5.00	225.00	1,125.00
Subtotal	5.00		1,125.00
Subtotal	5.00		1,125.00
Staff Engineer II Adam J. Donald	17.25	150.00	2,587.50
Subtotal	17.25		2,587.50
Subtotal	17.25		2,587.50
Assistant Engineer Heather E. Freed	6.50	126.00	819.00
Subtotal	6.50		819.00
Subtotal	6.50		819.00
Technician/CAD Operator Christopher J. Durbin	16.50	110.00	1,815.00
Subtotal	16.50		1,815.00
Subtotal	16.50		1,815.00
Labor subtotal	45.25		6,346.50
Phase subtotal			6,346.50

Lyon Tank Access Road

Labor

	Hours	Rate	Billed Amount
Senior Engineer V Dylan S. Wade	0.75	255.00	191.25
Subtotal	0.75		191.25
Subtotal	0.75		191.25

Senior Engineer III
Kirsten L. Plonka

Lyon Tank Access Road

Labor

	Hours	Rate	Billed Amount
Senior Engineer III			
Subtotal	11.00		2,475.00
Subtotal	11.00		2,475.00
Associate Engineer I			
Michael J. Goymerac	0.75	165.00	123.75
Subtotal	0.75		123.75
Subtotal	0.75		123.75
Labor subtotal	12.50		2,790.00

Reimbursables

	Units	Rate	Billed Amount
Miles	96.00	0.545	52.32
Subtotal			52.32
Reimbursables subtotal			52.32
Phase subtotal			2,842.32

Invoice total **13,556.32**

*Make all checks payable to Water Systems Consulting, Inc.
 If you have any questions concerning this invoice,
 contact Kay Merrill, (805) 457.8833, kmerrill@wsc-inc.com.*

THANK YOU FOR YOUR BUSINESS!

Summary of Activities Performed This Period

For Services Rendered from 11/01/18 through 12/31/18

Tasks:

1. General As-Needed Services and Project Management
 - Administrative invoice
 - Progress reports and meetings
 - IRWC grant research
2. Lompico PRVs
 - Coordination with District
 - Plans and spec revisions
 - Added Bid Form
 - Reviewed substitutions proposed by Cla-Val
3. Trout Farm Inn Fire Service
 - Plans and specs
 - Review with District and revisions
 - Coordination with County
4. Lyon Tank Access Road
 - Pre-proposal Site Visit
 - RFP written and Posted
 - Research for qualified engineering firms and coordination to increase interest in project
 - Review with District and revisions
 - RFP Questions answered
 - Geotech Meeting
 - Retraction of RFP
 - Revised schedule of activities
 - Coordinated with environmental firm



Water Systems Consulting, Inc.
 PO Box 4255
 San Luis Obispo, CA 93403
 805-457-8833

RECEIVED

FEB 14 2019

**SAN LORENZO VALLEY
 WATER DISTRICT**

San Lorenzo Valley Water District
 Brian Lee
 13060 Highway 9
 Boulder Creek, CA 95006

Invoice number 3631
 Date 01/31/2019

Project **On Call As-Needed Engineering Services**

For Services Rendered From 1/1/19 through 1/31/19

Invoice Summary

Description	Contract Amount	Previously Billed	Current Billed	Total Billed to Date	Contract Balance Remaining
Project Management	130,000.00	26,034.52	3,937.50	29,972.02	100,027.98
Highway 9 Pipeline	0.00	44,702.81	0.00	44,702.81	-44,702.81
Valley Gardens Report	0.00	0.00	1,800.00	1,800.00	-1,800.00
Bear Creek Estates WWTP Program Management	0.00	0.00	900.00	900.00	-900.00
USDA Funding Support	0.00	9,873.75	0.00	9,873.75	-9,873.75
Bear Creek Road	0.00	0.00	0.00	0.00	0.00
Lompico PRVs	0.00	16,753.75	7,181.25	23,935.00	-23,935.00
Trout Farm Inn Fire Service	0.00	11,359.00	0.00	11,359.00	-11,359.00
Lyon Tank Access Road	0.00	3,292.32	0.00	3,292.32	-3,292.32
Total	130,000.00	112,016.15	13,818.75	125,834.90	4,165.10

01-300-5200 KR
02-600-5200 KR
01-000-1565 WO #837 KR

Project Management

Labor

	Hours	Rate	Billed Amount
Senior Engineer III Kirsten L. Plonka	17.00	225.00	3,825.00
Subtotal	17.00		3,825.00
Subtotal	17.00		3,825.00
Project Administration Kay E. Merrill	1.25	90.00	112.50
Subtotal	1.25		112.50
Subtotal	1.25		112.50
Labor subtotal	18.25		3,937.50
Phase subtotal			3,937.50

APPROVED BY: *[Signature]*
ACCOUNT: _____
DATE: *2/14/19*
WO (opt)
PM (opt)
DESCRIPTION (opt)

Valley Gardens Report

Labor

	Hours	Rate	Billed Amount
Senior Engineer III Kirsten L. Plonka	8.00	225.00	1,800.00
Subtotal	<u>8.00</u>		<u>1,800.00</u>
Subtotal	<u>8.00</u>		<u>1,800.00</u>
Labor subtotal	8.00		<u>1,800.00</u>
Phase subtotal			<u>1,800.00</u>

Bear Creek Estates WWTP Program Management

Labor

	Hours	Rate	Billed Amount
Senior Engineer III Kirsten L. Plonka	2.00	225.00	450.00
Subtotal	<u>2.00</u>		<u>450.00</u>
Subtotal	<u>2.00</u>		<u>450.00</u>
Staff Engineer II Antonia Estevez-Olea	3.00	150.00	450.00
Subtotal	<u>3.00</u>		<u>450.00</u>
Subtotal	<u>3.00</u>		<u>450.00</u>
Labor subtotal	5.00		<u>900.00</u>
Phase subtotal			<u>900.00</u>

Lompico PRVs

Labor

	Hours	Rate	Billed Amount
Senior Engineer III Kirsten L. Plonka	16.00	225.00	3,600.00
Subtotal	<u>16.00</u>		<u>3,600.00</u>
Subtotal	<u>16.00</u>		<u>3,600.00</u>
Associate Engineer I Michael J. Goymerac	13.25	165.00	2,186.25
Subtotal	<u>13.25</u>		<u>2,186.25</u>
Subtotal	<u>13.25</u>		<u>2,186.25</u>
Staff Engineer II Kaylie N. Tavenner	0.50	150.00	75.00
Subtotal	<u>0.50</u>		<u>75.00</u>
Subtotal	<u>0.50</u>		<u>75.00</u>
Technician/CAD Operator Christopher J. Durbin	12.00	110.00	1,320.00
Subtotal	<u>12.00</u>		<u>1,320.00</u>
Subtotal	<u>12.00</u>		<u>1,320.00</u>
Labor subtotal	41.75		<u>7,181.25</u>
Phase subtotal			<u>7,181.25</u>

Invoice total **13,818.75**

*Make all checks payable to Water Systems Consulting, Inc.
If you have any questions concerning this invoice,
contact Kay Merrill, (805) 457.8833, kmerrill@wsc-inc.com.*

THANK YOU FOR YOUR BUSINESS!

Summary of Activities Performed This Period

For Services Rendered from 1/01/19 through 1/31/19

Tasks:

1. General As-Needed Services and Project Management
 - Administrative invoice
 - Progress reports and meetings with staff
 - IRWC grant research and meeting
 - CAD/GIS Meeting with James and Dan
 - Call with Jen and Regulatory Agencies for Fall Creek Fish Ladder Variance
2. Valley Gardens
 - Staff meetings and discussions
 - Report Review
 - Meeting with Developer
3. Bear Creek Estates
 - Alternatives research
 - Draft RFP
4. Lompico PRVs
 - Coordination with District
 - General Plans and Spec Revisions based on contractor questions and time extensions
 - Added Bid Form & Bond
 - Approved substitutions proposed by Cla-Val and revised plans and specs
 - Revised District Standard PRV Detail
 - Issued Addendums 1 and 2



32605 Temecula Parkway, Suite 100
 Temecula, CA 92592
 Toll free: 800.676.7516 (P) 951.296.1997

nbsgov.com

Ms. Stephanie Hill
 Finance Manager
 San Lorenzo Valley Water District
 13060 Highway 9
 Boulder Creek, CA 95006

RECEIVED

DEC 26 2018

SAN LORENZO VALLEY
 WATER DISTRICT

December 20, 2018

Project No: SANLORENZOVALLEY.19
 15

Invoice No: 1218000091

1915 Act Assessment District Administration Consulting Services

Olympia Mutual Assessment District and Lompico

Fees per Addendum dated 6/9/16:


Lompico \$4,500.00 per year or \$1,125.00 per quarter LOMASM

Olympia \$3,000.00 per year or \$750.00 per quarter OLYASM

Invoiced quarterly; expenses are capped at \$750.00 per year

Quarterly administration fees January 1, 2019 through March 31, 2019

Fee		1,875.00
Reimbursable Expenses		
Overnight Reimbursable	.18	
Data Reimbursable	33.54	
Telephone Reimbursable	7.00	
Total Reimbursables	40.72	40.72
	<i>split 60/40</i>	
TOTAL THIS INVOICE		\$1,915.72

APPROVED BY: 
 ACCOUNT: 01 - 100 - 5200
 DATE: 1/3/19
 WO (opt)
 PM (opt)
 DESCRIPTION (opt)



NOSSAMAN LLP

Memorandum

TO: Board of Directors,
San Lorenzo Valley Water District

FROM: Gina R. Nicholls, District Counsel

DATE: May 16, 2019

RE: Grand Jury Follow-Up
502665-0001

RECOMMENDATION:

Review the attached draft response to follow-up correspondence from the Santa Cruz County Civil Grand Jury and provide edits. (See Attachments 1 & 2.)

An extension of the Grand Jury's May 17 due date has been requested, and if approved, it will not be necessary to finalize and approve the draft response at this time.

BACKGROUND:

On May 31, 2018, the Grand Jury issued its 2017-2018 report entitled: "*San Lorenzo Valley Water District: Encouraging the Flow of Information to the Public.*" (Attachment 3.) The Report set forth three findings and eight recommendations to which the Board was required to respond in writing. On August 22, 2018, the Board submitted its written response to the Grand Jury. (Attachment 4.) The Board's response included commitments to implement the Grand Jury's eight recommendations, and provided projected timeframes for each item.

The Board is in receipt of correspondence from the Grand Jury that requests a follow-up report by May 17, 2019. In particular, the Grand Jury is requesting (1) documentation reflecting implementation of each recommendation, or (2) for each recommendation that has not been implemented, "all documentation related to the analyses, discussions, and other steps you took to consider the recommendation."

Some or all of the materials that the Board provides to the Grand Jury in response to its follow-up request(s) may be posted to the Grand Jury's website. The Board can anticipate possible additional follow-up requests from the Grand Jury.

STRATEGIC PLAN:

Element 6.0 Public Affairs
Element 9.0 Administrative Management

FISCAL IMPACT:

TBD

ATTACHMENTS:

Attachment 1 - Proposed [draft] response to the Grand Jury

Attachment 2 - Correspondence from the Grand Jury to SLVWD's Board of Directors,
dated April 18, 2019

Attachment 3 - 2017-2018 Grand Jury Report entitled, "*San Lorenzo Valley Water
District: Encouraging the Flow of Information to the Public*"

Attachment 4 - SLVWD Board Response to Grand Jury Report, dated August 22, 2018

Attachment 1

DRAFT Letter Response to Santa Cruz County Grand Jury

[SLVWD Letterhead]

May __, 2019

Ms. Peggy Flynn, Foreperson
2018-19 Santa Cruz County Grand Jury
701 Ocean Street, Room 318-I
Santa Cruz, CA 95060
Email: grandjury@scgrandjury.org

Re: Response to Follow-Up Correspondence from Santa Cruz County Grand Jury,
dated April 18, 2019

Dear Ms. Flynn:

The Board of Directors (“Board”) of the San Lorenzo Valley Water District (“SLVWD” or “District”) is in receipt of your correspondence dated April 18, 2019, which seeks follow-up information about actions taken in response to each of the eight recommendations set forth in the 2017-18 Grand Jury’s report entitled, *“Encouraging the Flow of Information to the Public.”* Each recommendation is copied below along with a corresponding status update regarding its implementation.

Recommendation R1.

LADOC [short for the Lompico Assessment District Oversight Committee] should produce an annual report detailing the status of Assessment District revenues and expenditures.

Status update R1.

The LADOC Charter written and adopted by LADOC and approved by the Board on March 21, 2019, establishes a format for the LADOC annual report and states that the report will be completed “as soon as possible after June 30 of each year, presented using preliminary financial data.” Thus, the first annual report is anticipated to be completed in the third quarter of 2019.

Recommendation R2.

The District should schedule annual public study sessions or workshops to review the LADOC annual report and discuss the administration of the Assessment District (AD), in order to provide in depth information to the public about the timing, funding, and execution of AD projects.

Status update R2.

The District remains committed to scheduling annual workshop-style meetings to review the LADOC annual report following its release. As described above, the first LADOC annual report

is anticipated to be completed in the third quarter of 2019, and the first such workshop-style meeting will follow its release.

Recommendation R3.

The Board and LADOC should work in concert to create a charter for LADOC that describes in detail the committee's responsibilities and its authority to fulfill its oversight role.

Status update R3.

As stated above, the LADOC Charter was written and adopted by LADOC and approved by the Board on March 21, 2019. A copy of the LADOC Charter is enclosed with this letter.

Recommendation R4.

The Board should ensure that LADOC receives adequate professional, technical, and administrative support from the District, as well as the authority to carry out its oversight responsibilities.

Status update R4.

The LADOC Charter confirms the scope of LADOC's authority and the professional, technical, and administrative support to be provided by the District.

Recommendation R5.

The District should provide formal training for all LADOC citizen committee members in governance, meeting management, and the Brown Act.

Status update R5.

The LADOC Charter confirms the District's commitment to provide training to LADOC members on topic including Brown Act, Roberts Rules of Order, Conflict of Interest, and any other training as deemed useful and requested by the Committee. The first such training was offered on January 23, 2019, on Brown Act and Ethics, presented by the Chief Risk Officer of the Special District Risk Management Authority. The District also conducted a charter writing workshop with LADOC on January 28, 2019. Copies of materials for these meetings such as agenda and minutes are enclosed with this letter.

Recommendation R6.

The District should provide formal training about assessment districts to LADOC members and all others involved in the administration of the Assessment District.

Status update R6.

The LADOC Charter confirms the District's commitment to provide training to LADOC members regarding assessment district procedures upon LADOC's request.

Recommendation R7.

The District should record all Board and committee meetings, and post the recordings online for public access.

Status update R7.

The District continues to work with Community Television to videotape its regular Board meetings and make the videos available online to the public. In January 2019 the Board adopted a revised Policy Manual which increases the number of regular Board meetings from one to two per month. This increase in the number of regular Board meetings reduces the need

to call special meetings that generally are not videotaped. Committee meetings are not videotaped due to resource constraints. However, the revised Board Policy Manual calls for summary minutes (rather than action minutes) for all public meetings, and such summary minutes provide more information to members of the public not in attendance by setting forth brief descriptions of meeting discussion. Also, the District continues to experiment with technology that embeds links to audio recordings of meetings into the minutes. The revised Board Policy Manual and examples of minutes in the new format are attached.

Recommendation R8. The District should provide formal training to all Board and committee members and senior staff on how to communicate with the public on contentious issues.

Status update R8. The District remains committed to provide training on how to communicate with the public on contentious issues to all Board and Committee members and senior staff. The District has been made aware of potential training resources on this topic and welcomes any additional suggestions that the Grand Jury may be able to offer. The District intends to provide such training by the end of this year.

Sincerely,

Lois Henry,
President, SLVWD Board of Directors

cc: Rick Rogers, District Manager
Gina Nicholls, District Counsel

Enclosures:

LADOC Charter
Board Policy Manual
Meeting Minutes & Agendas

From: Grand Jury [<mailto:grandjury@scgrandjury.org>]
Sent: Thursday, April 18, 2019 7:44 AM
To: Board of Directors
Cc: Bob Fultz
Subject: Grand Jury Report Follow-Up



County of Santa Cruz

Grand Jury
701 Ocean Street, Room 318-I
Santa Cruz, Ca 95060
(831) 454-2099

April 18, 2019

Members of the Board of Directors
San Lorenzo Valley Water District
13060 Hwy 9
Boulder Creek, CA 95006

Dear Board Members:

In 2018 the Grand Jury issued a report to the San Lorenzo Valley Water District entitled, *"Encouraging the Flow of Information to the Public."* Today the Grand Jury is following up on the actions which you took in response to the recommendations in that report. In your reply, you indicated that you would follow up on the recommendations specified below:

"b. HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE, with a timeframe or expected date for implementation"

- Recommendations 1 through 8

For reference, your complete responses are available at: http://www.co.santa-cruz.ca.us/Portals/0/County/GrandJury/GJ2018_final/SLVWDAndThePublic_BoD_Response.pdf

For each recommendation that you committed to implement in the future and then did implement, please provide documentation. For example, if you indicated that you would devise a plan, please provide a copy of the plan.

For each recommendation that you committed to implement but did not implement, please provide all documentation related to the analyses, discussions, and other steps you took to consider the recommendation. Relevant documents might include analyses, proposals, meeting minutes, draft plans, and emails.

All documents submitted to the Grand Jury should be dated. In addition, if your cover letter or cover email presents substantive information, such as describing actions taken or documents created, then you must include the date of every action and every document you reference.

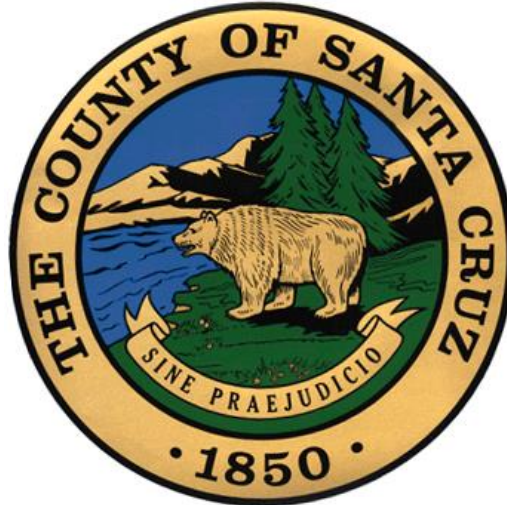
Please email the requested documents to grandjury@scgrandjury.org or send them to Grand Jury, 701 Ocean Street, Room 318i, Santa Cruz, CA 95060, by May 17, 2019.

If you have any questions about this request for documents, please contact us at 831-454-2099 or grandjury@scgrandjury.org.

Sincerely,

A handwritten signature in cursive script, appearing to read "Peggy Flynn".

Peggy Flynn, Foreperson
2018–19 Santa Cruz County Grand Jury



San Lorenzo Valley Water District

Encouraging the Flow of Information to the Public

Summary

Since mid-2016 the San Lorenzo Valley Water District (SLVWD or District) has struggled to address public concerns about a number of controversial issues. The administration of the Lompico surcharge and capital projects, use of glyphosate in the watershed, and a lawsuit involving a former Board member, were among the issues that drew sharp criticism from citizen groups and the press. The criticisms tested the capacity of the District's representatives to maintain productive and civil interactions with the community and, at times, with one another.

Although the Lompico surcharge has now been eliminated, other disputes and communication challenges remain. Issues such as the District's handling of legal matters, management of the Lompico Assessment District and capital projects, and support for the Lompico citizen oversight committee continue to be divisive. In addition, District changes to meeting practices in 2017 have reduced public access to the debate and decision-making process and compromised the community's understanding of the issues.

Better communication on difficult matters, an informed and effective Assessment District oversight committee, and an unwavering commitment to public access, will enable greater transparency and may restore trust and foster better relationships within the SLVWD community.

Role of the Grand Jury

A special note: The Grand Jury conducts all investigations in a confidential manner. Witnesses are admonished not to disclose their contacts with the Grand Jury. In the course of this investigation, however, several interested parties made public statements asserting that an investigation was underway, including speculation about the likely focus and outcome. Thus, it is appropriate to clarify the proper role of the Grand Jury, including its statutory limitations.

The primary function of a civil grand jury is to investigate the function of local government agencies, publish its findings, and recommend ways to improve governmental operations.^[1]

The Grand Jury has no power to remedy individual situations. It cannot vindicate the positions of aggrieved parties nor right past wrongs. The strength of a grand jury investigative report comes from informing the public about the practices of local governmental bodies, with the expectation that an informed public will ensure effective government.

Background

The Santa Cruz County Civil Grand Jury issued a report in 2014 regarding the San Lorenzo Valley Water District's lack of transparency in dealing with the public.^[2] In the wake of that report, the District made a number of positive changes to expand access to the workings of the District, including providing better information in its annual reports and arranging for Community Television of Santa Cruz County (CTV) to record video of all regular Board of Directors meetings. It also made notable organizational and administrative changes. It brought in new senior staff in 2015; it completed its annexation of the Lompico County Water District in 2016; and in the Fall of 2017, it obtained a significant increase in water rates, paving the way for a 10-year capital improvement program to upgrade infrastructure throughout the District.

Since 2016 the District has come under fire again for its lack of transparency. The key issues concern the administration of the conditions of the Lompico merger, as well as the District's handling of several controversial matters. The Grand Jury sought to understand public concerns and to investigate the District's current standards for accountability and transparency.

LCWD-SLVWD Merger

Financial problems, an aging infrastructure, and the threat of state intervention obliged the Lompico County Water District (LCWD) to look to SLVWD for help in 2013. After two years of complex negotiations, SLVWD agreed to annex LCWD if Lompico ratepayers would pass a bond issue to fund infrastructure improvements, and agree to pay a surcharge to cover extra costs related to integrating Lompico operations into SLVWD. The conditions were laid out formally in [Resolution 953-A](#), which all parties refer to as the “merger agreement.” Similarly, while the transaction is more correctly termed an annexation, all parties refer to it as the “merger.”

A bond issue to provide SLVWD with immediate funding for the Lompico infrastructure projects failed by a narrow margin in 2015. The parties then agreed to the formation of an assessment district as a “similar revenue instrument” which would collect the required funds over a 10-year period. In addition, the parties retained the requirement that SLVWD would create a “Lompico oversight committee.”^[3] The assessment district passed in a new ballot measure in March 2016, clearing the way for the merger on June 1, 2016.

By October 2016, Lompico ratepayers were already arguing that changed financial circumstances had reduced the need for the surcharge specified in Resolution 953-A. First, during the year between the failure of the bond initiative vote and the success of the assessment district vote, LCWD passed a significant rate hike, which put it in better financial shape than the merger agreement had contemplated.^[4] Second, SLVWD decided to immediately install a temporary supervisory control and data acquisition (SCADA) system and replace water meters. Those actions substantially reduced the financial burden of integrating and operating the Lompico service area by eliminating the need for workers to monitor water storage tank levels and read the meters in Lompico manually.^[5]

Lompico ratepayers requested a speedy review of the 5-year surcharge, with the goal of bringing the surcharge to an early end. For its part, the District asserted that it needed time to understand the Lompico audited financial statements and future demands. The surcharge review process began ten months later, in April 2017. Over the months of discussions about the surcharge, the public and the District traded accusations that the other was not listening. Civility declined.

While the surcharge involved several hundred thousand dollars over five years, an early controversy arose over a set of mapping charges for three Zayante parcels totalling just \$20,847.^[6] ^[7] ^[8] The charges were not part of the Lompico merger, but the District included them in the original computation of LCWD’s transferred liabilities anyway.^[9] ^[10] ^[11] Including these mapping charges meant that Lompico ratepayers would pay for them indirectly through the monthly surcharge. Later, in the course of forecasting whether the surcharge was still needed, the District removed the mapping charges, but did not publicize the change to concerned citizens. The surcharge issue eventually came to a resolution, but because of communication issues, like the Zayante mapping charges, mistrust and dialog problems remained.

Another condition of the merger, the 10-year Assessment District, provided \$2.75 million to fund a set of capital improvement projects specified in the accompanying Engineer's Report.^[12] It also provided for the collection of an additional \$183,000 for interest payments on anticipated loans taken against future Assessment District collections. The Engineer's Report lists the Lompico capital improvement projects and the estimated cost of each project. It contains few other details about the projects or their implementation.

Since the merger, District representatives and members of the public have raised financial issues not addressed in either the merger agreement or the Engineer's Report. These concerns include questions about what adjustments are possible under the Assessment District (AD) if some projects come in substantially over or under budget, or if the District obtains grants to fund any of the listed projects.^[13]^[14] Other questions have focused on the disposition of the funds collected over the years for loan interest if no loans are obtained.^[15] Still other financial concerns are centered on what would happen with the designated AD funds if a listed project is later determined to be unnecessary.^[16]

The construction timeline has been another area of concern. Public discussions and presentations before the merger had laid out the District's plans to start the Lompico projects shortly after the merger, with funding coming from loans taken out against the AD.^[17]^[18] After the merger however, the District staff investigated loan funding and reported back that it found fewer acceptable loan opportunities than it had anticipated. Instead, the District opted for pay-as-you-go construction funding for most years, with a possible bridge loan in years four through seven.^[19]^[20]

In September 2017 the District was successful in obtaining substantial increases in water rates for the next five years to fund capital improvements. This success allowed the District to update its Capital Improvement Program (CIP) to go forward on several critical, long-delayed pre-merger projects.

The new CIP, introduced in November 2017, specifies all District projects for the next 10 years, including all of the Lompico projects identified in the Assessment District Engineer's Report.^[21] The CIP assigns priority rankings to each project. Under this new plan, Lompico projects are still scheduled to be completed within 10 years, but have a lower priority for completion than a number of projects in other service areas.^[22]

Lompico ratepayers have expressed their concerns that the lower priority ranking of the Assessment District projects might lead to delays and higher construction costs, with a possible consequence that some of the AD projects might not be done.

Lompico Assessment District Oversight Committee (LADOC)

The LCWD-SLVWD merger agreement required the formation of a "bond oversight committee." To address that requirement, the District created an oversight committee, later named the Lompico Assessment District Oversight Committee (LADOC), consisting of five citizens from the Lompico service area. The responsibilities and boundaries of LADOC's role were the subject of early debate.

SLVWD updated its policy manual to add the new oversight committee.^[23] It then solicited applicants.^[24] The policy manual described the committee's role in broad terms:

The Committee shall be responsible to review matters of stewardship, design, construction, replacement, and repair of the District facilities and property directly related to Assessment District 2016-1, the Lompico Service Area.^[25]

LADOC's opening meeting was August 23, 2016. At its second meeting, held on October 6, 2016, the committee decided to pursue several open questions and issues that appeared to fall under its purview. Less than two weeks later, at the October 16, 2016 Board of Directors meeting, the Board debated the reduction of LADOC's duties,^[26] by changing the description of its role to one which it said more closely resembled the wording of the merger agreement.^[27] At the next Board meeting, the SLVWD policy manual was amended to read:

The Committee shall be responsible to review matters of revenue and expenses directly related to Assessment District 2016-1 projects.^{[28] [29]}

District representatives refer to this one sentence description of the responsibilities of LADOC as the LADOC "charter."^[30] The responsibilities of LADOC continue to be the subject of discussion and disagreement.^[31]

Public Meetings and Other Communication Practices

SLVWD is responsible for setting the tone for communications with the public.^[32] The communication environment includes the policies and procedures for Board meetings and other interactions with the public. The communication environment also encompasses the care the District takes to provide an atmosphere conducive to public engagement.

Communication problems came to the forefront in 2017. The District received public criticism not only for its handling of several controversial matters, but also for its handling of the resulting public fallout. During the same period, the District also instituted changes to its meeting practices that had the effect of reducing public participation and understanding. Among other changes, the District switched from holding mostly regular meetings of the Board to holding mostly special meetings of the Board, which were far less likely to be video recorded by Community TV.^{[33] [34]} It also switched from detailed minutes to brief "action minutes."^[35]

Scope of Grand Jury Investigation

From July 2017 through April 2018, the Grand Jury looked into SLVWD interactions with the public in three broad areas:

- Assessment District 2016-1, including:
 - the planning and execution of the capital improvement projects for the Lompico service area pursuant to the LCWD-SLVWD merger agreement
 - the ranking and integration of Assessment District projects into the District-wide CIP plan
- Lompico Assessment District Oversight Committee (LADOC):
 - the responsibilities of the committee established to oversee the Assessment District collections and project expenditures
 - District support of the oversight committee
- the communication environment, including:
 - District practices related to public access, transparency, financial oversight, civility and decorum, and
 - handling of controversial matters

Methodology and Approach

The Grand Jury:

- conducted a series of interviews with individuals affiliated with SLVWD as well as with District ratepayers and others with relevant knowledge
- reviewed internal SLVWD documents and communications among SLVWD Board and staff, as well as SLVWD communications with the public
- reviewed agendas, minutes, meeting notes, and where available, videos and audios of the meetings of the SLVWD Board of Directors and its five committees
- attended meetings of the SLVWD Board and its committees
- reviewed documents and other materials related to the merger of LCWD and SLVWD
- reviewed SLVWD policy and procedure manuals, as well as resolutions and proposals concerning changes to these documents
- reviewed audited financial statements, forecasts, interim financial reports, bill lists, studies (e.g. water rates), and similar financial materials
- reviewed strategic plans, capital improvement project plans, requests for proposals (RFPs), engineering reports, [Gantt charts](#), and similar technical materials
- conducted online research about SLVWD, LCWD, and other local water districts, as well as research about assessment districts and oversight committees
- reviewed applicable California codes and regulations

Investigation

Assessment District 2016-1

In its investigation of the Assessment District (AD), the Grand Jury found notable differences in understanding among District representatives regarding the construction strategy for the AD's projects, including District plans in the event of project delays, cost differences, or possible changes in projects undertaken.

While the District recognizes that AD funds may be used only for the benefit of Lompico, understandings differ among decision makers on what flexibility exists under the AD as written. Varying interpretations of the Assessment District terms have, in several cases, led to conflicting assertions made to the Grand Jury or to the public, about:

- the process for changing or removing projects from the Engineer's Report list^[36]
- the possibility of reducing Assessment District collections in later years^[37]
- ending the Assessment District early^{[38] [39] [40]}
- whether the AD is collecting interest on a future loan^[41]
- whether obtaining a loan against the AD is required^[42]
- using the \$183,000 collected for loan interest for other AD expenses^[43]
- returning unused funds to the ratepayers^{[44] [45]}
- postponing the completion of Assessment District capital projects beyond ten years^[46]

The Grand Jury has found that, nearly two years after the merger, District representatives still communicate differing views of the AD and its projects. The varying interpretations have caused public concern, and warrant serious and sustained discussion.

Capital Improvement Program (CIP)

The District-wide Capital Improvement Program introduced in November 2017 has presented another communication challenge. The District used a priority rating system to rank each capital project, which resulted in a timetable for the execution of each project on the list. The CIP assumes, however, that there are no differences between Lompico and non-Lompico projects except for the funding source; that is, that the projects for which Lompico ratepayers pay an extra assessment have no special status. In contrast, Lompico ratepayers contend that they gave their vote to accept the Assessment District in exchange for the District's promise to complete the specific projects listed in the Engineer's Report in an expeditious manner.^[47]

The November 2017 Capital Improvement Program still meets expectations to do all AD projects and to do them within 10 years of the merger, but it also incorporates delays of five months to three years for several AD projects. (See Table A below.) The substantial increase in water rates, passed in September 2017, has allowed several pre-merger capital projects to go forward immediately. Now those projects and the AD projects must vie for the time and attention of the small professional staff who will manage the District strategy for permitting, planning, construction, and financing of multiple projects.

The following table, Table A, shows the original and changed estimated start dates for all of the Assessment District projects listed in the Engineer’s Report.

Table A: Scheduled Start Dates for AD Projects in 2017 District Gantt Charts

Assessment District Projects ^[48]	Cost (\$)	Project Timeline (Gantt) 2/01/17 ^[49]	Project Timeline (Gantt-CIP) 11/16/17 ^[50]	Approximate Months early / (delayed)
Service Line and Meter Replacements	862,500			
Meters & Private PRVs		7/1/16	7/1/16	0
Laterals		4/3/17	4/3/17	0
Tank Replacement	682,500			
Lewis		1/18/17	11/13/17	(10)
Madrone		7/20/20	12/7/20	(5)
Kaski		7/10/23	6/19/23	1
PRV Replacement	358,000	4/3/17	1/1/18	(8)
Refurbish Mill Creek WTP	105,000	7/19/21	7/15/24	(36)
Distribution System Interconnection	301,000	7/17/17	8/6/18	(13)
SCADA System	441,000*	7/22/19	7/22/19	0

*Includes \$19,540 for a temporary SCADA, not addressed in the Engineer's Report, installed in 2016 ^[51]

Lompico Assessment District Oversight Committee (LADOC)

The parties to the merger of LCWD and SLVWD agreed to keep the original wording of the merger agreement, Resolution 953-A, to avoid renegotiations that would have delayed the merger.^[52] ^[53] Instead, the stakeholders relied on one another to honor the intent of the merger agreement, even if the words did not fully match the actual elements of the merger.^[54] ^[55]

A condition of the merger, Section 7(B) of Resolution 953-A, required the formation of a “bond oversight committee.”^[56] A bond oversight committee has clearly recognized duties and responsibilities. The California Taskforce on Bond Accountability identifies guidelines for local agencies to follow^[57] regarding the establishment and maintenance of “internal control systems to account for and report on the expenditure of funds.”^[58]

By requiring the formation of a bond oversight committee, the merger agreement, in effect, required a formal control system to ensure fiduciary care of the funds collected. The parties agreed that the Assessment District was a “similar revenue instrument” to a bond. The Grand Jury found no evidence to suggest that the parties agreed to a lower standard of oversight and fiduciary care for the Assessment District than the accepted standards for oversight of the proceeds of a bond issue.

Guidelines, charters, and bylaws from a variety of organizations addressing both bonds^{[59] [60] [61]} and assessment districts^{[62] [63]} show oversight responsibilities and practices that reflect the same concerns for the fiduciary care of funds. The state Taskforce on Bond Accountability describes several responsibilities for bond oversight, including creating a transparent control environment; assessing, monitoring and mitigating risk; and maintaining internal controls to ensure that the agency is “properly receiving, managing, and disbursing bond funds.”^[64]

Creating the control environment is key to all of the oversight responsibilities. The control environment prescribes seating qualified people, providing them with appropriate policies and procedures to direct their efforts, and granting them the authority they need to perform the oversight role.

Experts on oversight committees advise that members of these committees receive training, along with others in their agency who will play a role in the administration of the funds.^{[65] [66]} LADOC members have not received formal training in assessment districts, or in other key areas, such as special district governance and meeting management.^[67] For the first 14 months of its existence, the committee also did not receive support from senior financial staff, who might have provided valuable guidance in the absence of relevant formal training.^[68]

The District policy manual describes LADOC’s responsibilities in one sentence, without supporting details. In contrast, expert groups provide detailed guidelines for oversight efforts.^[69]

Oversight Committee Duties and Support ^{[70] [71] [72] [73] [74]}

At minimum, adequate guidance and support for LADOC would include:

- Comprehensive orientation prior to beginning work
- Members handbook of key documents, including items such as a LADOC charter (description of duties), the Engineer’s Report, relevant resolutions,^{[75] [76] [77] [78]} relevant District policies and procedures, project descriptions, budgets and schedules, financial reports, minutes of prior meetings, guides to Brown Act and parliamentary procedures
- Regular meeting schedule, at least quarterly

Expected duties of the oversight committee would include:

- Tracking expenditures of assessment proceeds back to the capital improvement plan
- Actively reviewing and reporting on the proper expenditure of assessment money for the Lompico construction and replacement projects listed in the Engineer’s Report
- Maintaining a committee webpage with (1) detailed information about the progress of each project, (2) committee minutes, and (3) materials it has received
- Preparing and publishing an annual report for ratepayers

Expected duties of the District would include:

- Providing timely, comprehensive data to the oversight committee, including financial reports that display original budget, current budget, actual expenditures, budget balance, and approved commitments to projects to date across all fiscal years
- Providing technical and administrative assistance

As listed above, one of the expected duties of an oversight committee is the production of an annual report. LADOC did not produce such a report, nor did the Board request that LADOC produce one.

In April 2017 the Board received a staff memo indicating that it would be “appropriate for the full Board to periodically review progress” of LADOC and to “provide guidance regarding committee functions, goals and objectives.”^[79] Other communications indicated that senior staff declined to attend LADOC meetings beginning in April 2017.^[80] LADOC meeting notes and internal emails from April 2017, and subsequent Grand Jury interviews, confirm that LADOC sought more support from the Board and staff, but the District did not have the resolve to provide effective support.^[81] ^[82] ^[83] The Grand Jury also determined that opinions differ within the District concerning the utility of LADOC and its appropriate responsibilities as a standing committee.^[84]

In October 2017, the Board considered a staff memo proposing to restrict LADOC meetings and responsibilities further -- that is, to a once-a-year, after-the-fact review of AD project expenditures.^[85] While the Board did not accept the proposal, the ensuing debate made clear that the District has not granted LADOC the authority to perform the oversight role that Resolution 953-A required. The debate also illustrated the District’s lack of recognition that it has an obligation to support a fully functioning oversight committee.^[86]

In sum, the Grand Jury found that the lack of consensus about the role of LADOC, combined with insufficient training and lack of effective support, prevented LADOC from fulfilling its responsibilities in its first year of existence.

Public Meetings and Other Communications

Meeting practices are key communication elements. Policies and procedures that promote public understanding and participation in Board and committee meetings create a trust environment. Policies and procedures that tend to restrict public understanding and participation risk public complaints and a breakdown in civility and decorum in times of controversy.

The Grand Jury looked at meeting and communication practices of nearby water districts and compared them to SLVWD’s practices in 2016 and 2017. It found that in 2016, the District excelled in practices such as publishing comprehensive minutes and arranging for Community TV filming of regular Board meetings. Unfortunately, in 2017, both the written and electronic recording of District meetings took a step backwards.

Recording Board Proceedings – Videos and Published Minutes

In 2016 the District held 24 Board of Directors meetings – 21 regular Board meetings and four special Board meetings with limited agendas. Of those 24 meetings, Community Television of Santa Cruz County (CTV) recorded 19. In contrast, in 2017 the District held 30 Board of Directors meetings – 10 regular Board meetings and 20 special Board meetings. CTV recorded just 13 of the 30 Board meetings, mostly the regular Board meetings.

As Table B shows, CTV recorded only three of the 20 special Board meetings in 2017. Two of the unrecorded special meetings had multi-item agendas indistinguishable from regular meeting agendas. The relative lack of CTV coverage of special meetings reduced access to ratepayers who could not attend those meetings.

Table B: Regular and Special Board of Directors Meetings, 2016 and 2017

	2016	2017
Regular Board of Directors Meetings	21	10
-- Minutes Posted on SLVWD website	21	10
-- CTV Videos Posted on SLVWD website	18	9
-- CTV Videos Available at CTV	18	10
Special Board of Directors Meetings	4	20
-- Limited Agenda	4	15
-- Full (multi-item) Agenda	0	5
-- Minutes Posted on SLVWD website	3	19
-- CTV Videos Posted on SLVWD website	0	2
-- CTV Videos Available at CTV	1	3
Total Board of Directors Meetings	24	30
CTV Videos Available at CTV	19	13
% of Meeting Videos	79%	43%

In 2016 the District produced detailed minutes of the Board of Directors meetings. With the January 17, 2017 Board of Directors meeting, the District switched to “action minutes,” which do not provide any insight into the decisions because they omit the Board discussions and details of public input.

The 2017 elimination of detailed minutes, combined with the relative lack of CTV coverage of the numerous special meetings, reduced publicly available sources of information about District issues for all ratepayers not in attendance at the meetings.

Recording Board Proceedings -- Audio recordings

In late 2017, the District began recording audios of all Board and committee meetings. While the District currently has no written retention policy for audios, it informed the Grand Jury that it destroys all audios after 30 days pursuant to Government Code section 54953.5, subdivision (b). That section provides for a minimum retention period of 30 days; it does not *require* destruction of the media after 30 days or at any particular time in the future.^[87]

The Board of Directors meeting of November 9, 2017 illustrates the communication problems that the stated destruction practice creates.^[88] CTV did not record that meeting. The meeting included a discussion of proposed changes to rates and charges for the Bear Creek Wastewater Enterprise. In the absence of either a recording of the proceedings or detailed meeting minutes, ratepayers not in attendance are unable to access the important discussions that took place.

In the same November 9, 2017 meeting, an exchange among Board members arose over a procedural point addressed in the policy manual. The issue was whether an individual Board member could direct the District Manager to perform an administrative task, or if the task request required Board authorization. Two Board members asserted that Board authorization was not required; the remaining Board members did not challenge the assertion.^[89] The Grand Jury could verify this exchange on its copy of the audio. In the January 18, 2018 Board of Directors meeting, the procedural issue surfaced again. In this instance however, two other directors made the opposite assertion about policy; that is, that an individual Board member could *not* task the District Manager without Board authorization.^[90] Without a publicly-available recording of the November 9, 2017 meeting, interested parties cannot verify, or challenge with confidence, possible contradictory assertions or misstatements.

The District's stated destruction practice for audios implies that community members not only need to make a Public Records Request (PRR) for a recording, but need to make it within 30 days. Having to make a PRR creates an impediment to accessing the discussions and information from the meetings.

In February 2018, the Grand Jury observed that the District began a new project to embed the District's official audios in the pdf files of the action minutes which are posted on the SLVWD website. Unfortunately, the embedded recordings do not function consistently across browsers and devices. The current system leaves out the many users of unsupported devices. If the new system can be made more universally accessible, then it could make a positive contribution to public engagement.

Communication Environment

The approved policy manual for 2017 urges District representatives to "Establish and maintain an environment that encourages the open exchange of ideas and information between Board members, staff and the public that is positive, honest, concise, understandable, responsive and cost-efficient."^[91]

The November 2017 draft revised policy manual proposes similar language to encourage District representatives "(i) to use the Golden Rule (treating others as one would wish to be treated) as a guide in interactions with the media, the SLV community, District management and employees and other Board members and (ii) to speak candidly and forthrightly about the issues in front of the Board of Directors."^[92]

Both the current and proposed policy manuals clearly encourage civility. In routine meeting settings, District representatives do interact civilly with one another and with the public. In the past two years, however, the District has had to address a number of

difficult and controversial matters. Criticism from the public, at times harsh and personal, and disagreements among the District representatives, created lapses in decorum and civility in a number of public meetings as well as on social media.^{[93] [94] [95] [96]} These lapses have led, in turn, to public frustration, and the unwelcome prospect of continuing friction on issues of long-term concern to all parties.

Contentious matters that dominated 2017 and will be of ongoing concern include the following items:

Lompico Merger. After the June 2016 merger, the Lompico surcharge became a divisive issue for more than a year. Although the surcharge has ended, the administration of the Assessment District will be an ongoing activity for eight more years. The issues surrounding the administration and oversight of the Assessment District, especially the decisions necessary for successful completion of the required capital projects, are complex. While the District has the responsibility to create and execute the AD project strategy, transparency dictates regular and substantive communications about that strategy, including changes in timing, funding priorities, and regulatory hurdles.

Legal Fees. In each of the previous three fiscal years, legal fees were under \$100,000. In contrast, in the first four months of the 2017-2018 fiscal year, the District had already spent \$108,000 of its \$140,000 budget on legal fees, much of it related to a long-running set of legal actions involving a former Board member. In anticipation of additional litigation, the District raised its budget for legal fees by \$204,500, to a total of \$344,500.^{[97] [98]} Legal fees now represent a material portion of the District's annual budget for administrative professional services. The confidential nature of legal work means that the District has a continuing challenge to explain and justify expensive and controversial legal strategies to an inquiring public.^{[99] [100]}

Relationship with Citizen Groups and the Press. The local newspaper, along with other media outlets and citizen groups on social media, were critical of the comportment of District representatives at public meetings throughout 2017. The surcharge, the use of [glyphosate](#) in the watershed, and District spending on legal matters were especially controversial issues. While some critics may leave the scene, the District would be right to anticipate that the press, citizen groups, and new critics will continue to focus on difficult matters that have become contentious.^{[101] [102]}

Disagreements among District Representatives. The work of the District cannot proceed effectively without robust discussion. When District representatives fail to maintain civil interactions, however, the public may fear that its interests are at risk. Ratepayers expect discussions at public meetings to focus solely on outcomes, not on personal differences.^{[103] [104]}

Personal Expressions. District representatives have the right to put forth their personal views about SLVWD matters in public forums. The policy manual requires only that such expressions be clearly designated as an individual's opinions and not declarations of the District's official views. Regardless of whether that policy is followed, criticism of colleagues in social media may have a negative long-term impact on public perception of, and respect for, all representatives of the District.^[105]

Findings

- F1.** The lack of effective communication between the District and the community regarding the administration of the Assessment District has caused public concern regarding the timing and implementation of Assessment District projects.
- F2.** The District has not provided adequate authority, guidance, training, or support to the Lompico Assessment District Oversight Committee (LADOC) to ensure that the committee can fulfill its assessment district oversight responsibilities, thus reducing transparency and accountability to the public.
- F3.** Lack of effective District communication practices has reduced public access to the decision-making process, and contributed to acrimony and on-going relationship challenges with the community, causing stress on elected officials and staff, as well as frustration among ratepayers.

Recommendations

- R1.** LADOC should produce an annual report detailing the status of Assessment District revenues and expenditures.(F1, F2)
- R2.** The District should schedule annual public study sessions or workshops to review the LADOC annual report and discuss the administration of the Assessment District (AD), in order to provide in depth information to the public about the timing, funding, and execution of AD projects. (F1, F3)
- R3.** The Board and LADOC should work in concert to create a charter for LADOC that describes in detail the committee's responsibilities and its authority to fulfill its oversight role. (F1, F2)
- R4.** The Board should ensure that LADOC receives adequate professional, technical, and administrative support from the District, as well as the authority to carry out its oversight responsibilities. (F2)
- R5.** The District should provide formal training for all LADOC citizen committee members in governance, meeting management, and the Brown Act. (F2)
- R6.** The District should provide formal training about assessment districts to LADOC members and all others involved in the administration of the Assessment District. (F2)
- R7.** The District should record all Board and committee meetings, and post the recordings online for public access. (F3)
- R8.** The District should provide formal training to all Board and committee members and senior staff on how to communicate with the public on contentious issues. (F1, F3)

Required Response

<i>Respondent</i>	<i>Findings</i>	<i>Recommendations</i>	<i>Respond Within/ Respond By</i>
San Lorenzo Valley Water District Board of Directors	F1 – F3	R1 – R8	90 Days August 29, 2018

Abbreviations and Definitions

- **CIP:** Capital Improvement Program (also called Capital Improvement Plan)
- **CTV:** Community Television of Santa Cruz County
- **Gantt Chart:** “A Gantt chart is a visual view of tasks scheduled over time.”^[105]
- **Glyphosate:** “Glyphosate is an herbicide. It is applied to the leaves of plants to kill both broadleaf plants and grasses.”^[106]
- **LADOC:** Lompico Assessment District Oversight Committee
- **LAFCO:** Local Agency Formation Commission for Santa Cruz County
- **LCWD:** Lompico County Water District
- **Resolution 953-A:** LAFCO resolution (also called the “merger agreement”) approving SLVWD’s annexation of LCWD (also called the “merger”)
- **SCADA:** Supervisory control and data acquisition system
- **SLVWD:** San Lorenzo Valley Water District, also referred to in this report as “the District”

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Websites

Local Agency Formation Commission, Santa Cruz County:
<http://www.santacruzlafco.org/>

San Lorenzo Valley Water District: <http://www.slvwd.com/>



Santa Cruz County
Grand Jury

Grand Jury <grandjury@scgrandjury.org>

Completed Grand Jury Response - SLVWD

1 message

Holly Hossack <hhossack@slvwd.com>

Wed, Aug 22, 2018 at 9:48 AM

To: "grandjury@scgrandjury.org" <grandjury@scgrandjury.org>

Please find attached the completed Grand Jury Response from San Lorenzo Valley Water District. A hard copy will be mailed to the Honorable Judge John Gallagher.

Thank you,

Holly Hossack | Administrative Assistant/District Secretary
San Lorenzo Valley Water District | 13060 Highway 9 | Boulder Creek | CA | 95006
Office (831) 338-2153 | Direct (831) 430-4636 | Fax (831) 338-7986
hhossack@slvwd.com



SLVWD BoD-Approved Response to 2017-18 Grand Jury Report.pdf

95K



**The 2017–2018 Santa Cruz County Civil Grand Jury
Requires that the
San Lorenzo Valley Water District Board of Directors
Respond to the Findings and Recommendations
Specified in the Report Titled
San Lorenzo Valley Water District
Encouraging the Flow of Information to the Public
by August 29, 2018**

When the response is complete, please

1. Email the completed Response Packet as a file attachment to grandjury@scgrandjury.org, and
2. Print and send a hard copy of the completed Response Packet to

The Honorable Judge John Gallagher
Santa Cruz Courthouse
701 Ocean St.
Santa Cruz, CA 95060

Instructions for Respondents

California law PC §933.05 (included [below](#)) requires the respondent to a Grand Jury report to comment on each finding and recommendation within a report. Explanations for disagreements and timeframes for further implementation or analysis must be provided. Please follow the format below when preparing the responses.

Response Format

1. For the Findings included in this Response Packet, select one of the following responses and provide the required additional information:
 - a. **AGREE** with the Finding, or
 - b. **PARTIALLY DISAGREE** with the Finding and specify the portion of the Finding that is disputed and include an explanation of the reasons therefor, or
 - c. **DISAGREE** with the Finding and provide an explanation of the reasons therefor.
2. For the Recommendations included in this Response Packet, select one of the following actions and provide the required additional information:
 - a. **HAS BEEN IMPLEMENTED**, with a summary regarding the implemented action, or
 - b. **HAS NOT YET BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE**, with a timeframe or expected date for implementation, or
 - c. **REQUIRES FURTHER ANALYSIS**, with an explanation and the scope and parameters of an analysis or study, and a timeframe for that analysis or study; this timeframe shall not exceed six months from the date of publication of the grand jury report, or
 - d. **WILL NOT BE IMPLEMENTED** because it is not warranted or is not reasonable, with an explanation therefor.

Validation

Date of governing body's response approval: **August 16, 2018**

If you have questions about this response form, please contact the Grand Jury by calling 831-454-2099 or by sending an email to grandjury@scgrandjury.org.

Findings

F1. The lack of effective communication between the District and the community regarding the administration of the Assessment District has caused public concern regarding the timing and implementation of Assessment District projects.

AGREE

PARTIALLY DISAGREE – explain the disputed portion

DISAGREE – explain why

Response explanation (required for a response other than **Agree**):

The San Lorenzo Valley Water District (District) and its Board of Directors (Board) appreciate the work of the Grand Jury and all of the diligence and time invested over the past term. We agree with the finding and believe “lack of effective communication” actually understates the nature of the broader Assessment District No. 16 (AD-16) concerns, which largely center on confusion about the mechanics of the assessment district and unaligned expectations. Much of the confusion relates to the unexpected direction the Lompico County Water District (Lompico) annexation took after the failure of the original attempt to approve a bond to finance it. We agree it is time to clear up the confusion and move forward with a clearer and broader consensus on the workings of AD-16 for the ratepayers in the assessment area.

Our plans to provide effective communications regarding AD-16 going forward are in our responses to R1 and R2. We have added a plan of action addressing the larger issue of AD-16 mechanics in our response to R6.

- F2.** The District has not provided adequate authority, guidance, training, or support to the Lompico Assessment District Oversight Committee (LADOC) to ensure that the committee can fulfill its assessment district oversight responsibilities, thus reducing transparency and accountability to the public.

AGREE

PARTIALLY DISAGREE – explain the disputed portion

DISAGREE – explain why

Response explanation (required for a response other than **Agree**):

We appreciate the work of the Grand Jury in highlighting the lack of a detailed Charter for LADOC and the need to provide additional guidance, training, and support to LADOC committee members. In light of the bond/assessment distinction and commonly held misconceptions about assessment districts generally and the specific function of this oversight committee, a one sentence charter for LADOC is clearly insufficient for communicating the responsibilities of LADOC.

A challenge faced by the District in providing more structure for LADOC is the limited availability of precedent for the specific function of this oversight committee. Most of the precedent that is available is for bond oversight, especially school bond oversight, which is governed by detailed requirements set forth in Proposition 39 and the Education Code. Though LADOC originally was conceived of as a bond oversight committee, it is not exactly the same as a bond oversight committee, although many of the same best practices can be adapted or applied.

Our plan and commitment to create a more detailed Charter for LADOC is in our response to R3.

F3. Lack of effective District communication practices has reduced public access to the decision-making process, and contributed to acrimony and on-going relationship challenges with the community, causing stress on elected officials and staff, as well as frustration among ratepayers.

AGREE

PARTIALLY DISAGREE – explain the disputed portion

DISAGREE – explain why

Response explanation (required for a response other than **Agree**):

We appreciate the work of the Grand Jury and agree with this finding because it highlights an unusual level of acrimony and strained relationships that exist within the District. These issues present significant challenges for all members of the community, including ratepayers, elected officials and staff.

We recognize that a high level of public engagement is desirable in light of public interest and concern regarding the District's activities. Over the past couple of years the District has experimented with a number of ways to try to improve community relations and engagement. These include contracting with Community TV to record regular Board meetings and making these recordings available online. Also, the District switched to action minutes, consistent with best practices, in response to numerous complaints from members of the public resulting from the District's former reliance on detailed meeting minutes.

Not all of the District's efforts to improve communications have been successful. In fact, most efforts have met with mixed reactions. A key challenge is that procedural changes to provide more equal and fair access to all members of the community may be perceived as limiting the participation of others. For example, limiting the time for each speaker at public meetings to three minutes per oral communication period helps to ensure that everyone who wishes to speak gets an equal opportunity to do so. Also, time limitations help prevent meetings from running so long into the night that meaningful attendance becomes prohibitive for some. On the other hand, time limits mean that people who wish to provide more detailed comments or to engage in back and forth dialogue may not have the opportunity to fully engage. There are reasonably held views on both sides of this issue, just as with many other communication challenges. Because of these kinds of challenges, at times the District has vacillated in terms of how best to facilitate communications.

There is no one-size-fits-all solution for these kinds of tensions. The District remains open to new ideas and is willing to experiment and try new things. The ultimate goal shared by all members of the Board is to maximize public engagement in a manner that is workable, legal and fair.

Our plan and commitment to address these issues in a manner that is responsive to the Grand Jury report is in our response to R7 and R8.

Recommendations

R1. LADOC should produce an annual report detailing the status of Assessment District revenues and expenditures.(F1, F2)

- HAS BEEN IMPLEMENTED** – summarize what has been done
- HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE** – summarize what will be done and the timeframe
- REQUIRES FURTHER ANALYSIS** – explain scope and timeframe (not to exceed six months)
- WILL NOT BE IMPLEMENTED** – explain why

Response explanation, summary, and timeframe:

We are committed to developing a process and format for a LADOC annual report. The revised Charter and/or new Bylaws for LADOC (see response to R3) will describe the timeframe and process for producing an annual report. The contents of the annual report should be defined jointly by the District and LADOC.

As soon as possible within the next 6 months, staff will help jump start the process of implementing this recommendation by generating a template to help facilitate the first annual report, giving consideration to the California League of Bond Oversight Committees (CaLBOC) best practices for preparation of an annual report regarding school bond oversight. Staff may consider other relevant guidance and samples available from other sources. It will be up to LADOC to develop and write the substantive content of the report. Based on a cursory review of samples, it looks like oversight committee annual reports often have less than 10 substantive pages, such that writing the report need not be an onerous task for LADOC members.

R2. The District should schedule annual public study sessions or workshops to review the LADOC annual report and discuss the administration of the Assessment District (AD), in order to provide in depth information to the public about the timing, funding, and execution of AD projects. (F1, F3)

HAS BEEN IMPLEMENTED – summarize what has been done

HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE – summarize what will be done and the timeframe

REQUIRES FURTHER ANALYSIS – explain scope and timeframe (not to exceed six months)

WILL NOT BE IMPLEMENTED – explain why

Response explanation, summary, and timeframe:

We are committed to scheduling annual workshop-style meetings to review the LADOC annual reports, which will include discussion of current information about the timing, funding, and execution of AD-16 projects.

Upon completion by LADOC of its annual report, the District will make the report available on the LADOC page of the District's website. Also, the District will schedule a joint meeting of the Board and LADOC for the purpose of having LADOC present its report. The format will include a public-workshop style discussion with Q&A.

We will go further than the Grand Jury's recommendation by creating high-level project summaries for each discrete AD-16 project. Our goal is to post these summaries on the LADOC web page within the next year. The format and initial content should be reviewed and approved by the Board. The summaries will serve an informational function only. They will not create any new or additional commitments on the part of the District. The summaries will be living documents to be updated periodically as circumstances change.

We will also look into creating a role for designated Board and/or staff members to serve as a liaison with LADOC and its chairperson. The purpose of this new role would be to help improve communications and the flow of information between LADOC and the rest of the District.

We believe it is important to note that comments and questions about the implementation of AD-16 projects, including priority, timeline, bidding and design considerations etc., are within the purview of the Engineering Committee and ultimately the Board. We encourage members of the public to bring these types of issues to the Engineering Committee rather than LADOC.

R3. The Board and LADOC should work in concert to create a charter for LADOC that describes in detail the committee’s responsibilities and its authority to fulfill its oversight role. (F1, F2)

HAS BEEN IMPLEMENTED – summarize what has been done

HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE – summarize what will be done and the timeframe

REQUIRES FURTHER ANALYSIS – explain scope and timeframe (not to exceed six months)

WILL NOT BE IMPLEMENTED – explain why

Response explanation, summary, and timeframe:

We are committed to creating a revised Charter that describes in more detail LADOC’s responsibilities and its authority to fulfill its oversight role.

As soon as possible within the next 6 months we will revise the LADOC Charter to replace its current Charter. A draft will be presented to LADOC for its review and comment and to the Board for approval. The revised Charter will be more specific than the current Charter, keeping in mind that a Charter is intended to be a broad statement of purpose and authority, and the core purpose of a citizens’ oversight committee to advise the public as to whether the assessment district funds are being managed in accordance with law.

We will go further than the Grand Jury’s recommendation by including information in the Charter about LADOC membership, meetings, procedures and functions if such information is not provided by other documents such as the Board Manual or new LADOC Bylaws.

R4. The Board should ensure that LADOC receives adequate professional, technical, and administrative support from the District, as well as the authority to carry out its oversight responsibilities. (F2)

HAS BEEN IMPLEMENTED – summarize what has been done

HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE – summarize what will be done and the timeframe

REQUIRES FURTHER ANALYSIS – explain scope and timeframe (not to exceed six months)

WILL NOT BE IMPLEMENTED – explain why

Response explanation, summary, and timeframe:

Our plan and commitment is described under R3 to produce a revised Charter as soon as possible within the next 6 months that defines the authority of LADOC to carry out its oversight responsibilities.

We are committed to making adequate professional, technical and administrative support available to LADOC from the District. The bond/assessment distinction presents a challenge because many of the professional resources that exist for bond oversight do not translate perfectly to non-bond assessment oversight. We believe the District has professional expertise up to the task of locating appropriate resources, adapting existing resources, or creating new materials as necessary.

R5. The District should provide formal training for all LADOC citizen committee members in governance, meeting management, and the Brown Act. (F2)

HAS BEEN IMPLEMENTED – summarize what has been done

HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE – summarize what will be done and the timeframe

REQUIRES FURTHER ANALYSIS – explain scope and timeframe (not to exceed six months)

WILL NOT BE IMPLEMENTED – explain why

Response explanation, summary, and timeframe:

We are committed to improving the training regimen for Board members and creating one for public members of committees including LADOC.

As soon as possible within the next 6 months, we will make governance, meeting management, and Brown Act training available to all members of the Board and the District's public committee members. Within a year, we will evaluate and select a means of making such training available on a recurring or ongoing basis. For example, staff may consider creating tailored training materials for in-house use and reproduction versus hiring consultants and/or procuring online subscriptions, etc.

We will go further than the Grand Jury's recommendation by including government ethics training for public members of committees as part of the training regimen. Ethics training already is a required and made available for Board members.

R6. The District should provide formal training about assessment districts to LADOC members and all others involved in the administration of the Assessment District.
(F2)

HAS BEEN IMPLEMENTED – summarize what has been done

HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE – summarize what will be done and the timeframe

REQUIRES FURTHER ANALYSIS – explain scope and timeframe
(not to exceed six months)

WILL NOT BE IMPLEMENTED – explain why

Response explanation, summary, and timeframe:

Our plan and commitment is described under R5 to make training on key topics available to all Board and public committee members, including LADOC members. For Board and LADOC members, we will have additional training about assessment districts.

The bond/assessment distinction presents a challenge because the formal training that exists for bond oversight does not translate perfectly for non-bond assessment district oversight. We believe the District has professional expertise up to the task of locating or adapting existing training, or creating new materials as necessary.

We will go further than the Grand Jury's recommendation by coming up with a mechanism for posing questions about, e.g., the implications of changes to AD-16 projects, and addressing them.

R7. The District should record all Board and committee meetings, and post the recordings online for public access. (F3)

HAS BEEN IMPLEMENTED – summarize what has been done

HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE – summarize what will be done and the timeframe

REQUIRES FURTHER ANALYSIS – explain scope and timeframe (not to exceed six months)

WILL NOT BE IMPLEMENTED – explain why

Response explanation, summary, and timeframe:

We recognize that interested members of the public cannot always attend Board and committee meetings. Accordingly, we are committed to going above and beyond open meeting requirements by recording all Board and committee meetings and posting the recordings online to maximize public access.

As indicated in the Grand Jury report, the District has been experimenting with a technology solution that embeds links to audio recordings of public meetings into the action minutes. This is an elegant solution that couples the clarity of action minutes with detailed information about what was said during the proceedings. Notwithstanding some technical difficulties encountered by the District in rolling out this new technology, it is very close to being implemented. We believe that this can be done within 6 months to a year.

- R8.** The District should provide formal training to all Board and committee members and senior staff on how to communicate with the public on contentious issues.
(F1, F3)

HAS BEEN IMPLEMENTED – summarize what has been done

HAS NOT BEEN IMPLEMENTED BUT WILL BE IMPLEMENTED IN THE FUTURE – summarize what will be done and the timeframe

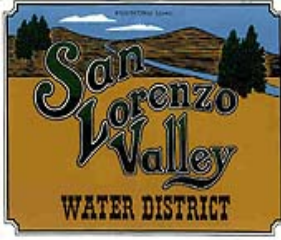
REQUIRES FURTHER ANALYSIS – explain scope and timeframe
(not to exceed six months)

WILL NOT BE IMPLEMENTED – explain why

Response explanation, summary, and timeframe:

Our plan and commitment is described under R5 and R6 to make training on key topics available to all Board and public committee members. For all Board and committee members and senior staff, we will add training on how to communicate with the public on contentious issues.

A challenge is that the District has previously expressed interest in this type of training but did not locate appropriate resources. With additional effort, we believe that something can be located or adapted for this purpose. Ideally the training would be provided by someone familiar with the local community.



MINUTES OF LOMPICO ASSESSMENT DISTRICT OVERSIGHT COMMITTEE MEETING

Responsible for review of matters of revenue and expenses directly related to Assessment District 2016-1 projects.

Tuesday, February 26, 2019 at 5:30 pm at the Operations Building, 13057 Highway 9, Boulder Creek, California.

MINUTES

1. Convene Meeting 5:36 pm
Roll Call: J. Wright, J. Gomez, T. Norton, M. LoBalbo, D. Loewen present.
Staff: R. Rogers-Dist. Manager, S. Hill-Director of Finance, H. Hossack-Dist. Secretary
2. Oral Communications: None
4. New Business:
 - B. QUARTERLY LADOC FINANCIAL REPORT
S. Hill introduced and explained the Financial Report. Revenues were \$153,000 taxes and just under \$1900 interest. Expenses \$10,000 for 8 service lines replaced. PRVs \$14,000 in expenses. Madrone and Caskey tanks \$26,000 engineering consultants. NBS \$1200 management fees for the quarter. FY through Q2 had a cash balance of \$449,000 in the assessment fund.
T. Norton thanked S. Hill for her report.
D. Loewen asked about delinquencies and asked that they be on future agendas
T. Norton questioned site Engineering on the tanks.
R. Rogers explained that engineers won't put their stamp on other people's plans.
Pipes are being replaced with High Density Polyethylene (HDP)
D. Loewen requested service line replacement list the address of site. She said the site address would be easier for her to identify and the charter says they may choose to inspect facilities.
S. Hill is okay with that as long as it is coordinated with District staff.
T. Norton questioned the PRV costs.
R. Rogers explained that SLVWD labor costs were from assisting the engineer with digging up connections to get pipe sizes,
 - C. QUARTERLY LADOC PROJECT UPDATE
R. Rogers said that 34 services have been replaced. At the last BoD meeting the Board approved the contract with Earthworks Paving Contractors, Inc. to replace the 6 PRVs. The Notice of Award of Bid has been sent out, they have 10 days to submit insurance and then we will issue the Notice to Proceed. The PRVs will come in a concrete, pre-manufactured vault. James Furtado will be inspector on the project. That will help to keep the costs down. Currently have the draft design reports for the Lewis, Caskey and Madrone tank sites. We are still replacing service lines. This is not part of the Assessment District but before the end of the year we need a generator for the Madrone booster.
T. Norton thanked Rick for his report.
R. Rogers because of increased prices we will be prioritizing projects to get the most important projects done before the assessment funds run out. Projects that don't get done will roll over to the District's capital improvement. He also plans to recommend that the service line change outs on the operations budget.
J. Gomez asked for clarification, the service line and meter change outs were budgeted at almost \$900,000 on the assessment district.
R. Rogers said that is correct and the meters have already been replaced. He feels that the replacement of the redwood tanks is where the funds are going to come up short.

T. Norton said she thinks the tanks are most important.

The Committee and staff discussed the Intertie.

Mary Ann LoBalbo left at 6:14pm

J. Gomez questioned if the Committee needs a motion to accept the reports. It was determined that it is not necessary.

C. Baughman asked about a take permit for the Lewis Tank replacement. Is that an assessment district charge?

R. Rogers said that mostly likely the assessment district will have to have to pay for the mitigation and he believes it is built in to the tank prices.

E. Frech questioned why is copper line is being replaced.

R. Rogers explained that even copper pipe can be damaged. The District won't replace lines that don't need to be replaced.

D. Loewen questioned why, if 200 or 250 of the lines have already been replaced, is the assessment district paying for 500.

R. Rogers explained that number is debatable.

3. Old Business:

A. REVIEW DRAFT COPY OF UPDATED LADOC CHARTER

T. Norton introduced the charter that she and Deb worked on.

J. Gomez feels the charter is not collaborative, would like to see more community involvement. LADOC is not the project managers and that should be specified in the charter.

T. Norton said that they report to a Board, they have no power, they are just an oversight committee and can't be project managers.

D. Loewen said 3 committee members voted not to include anything about project management not being allowed, that's the democratic process. This needs to be approved tonight and sent to the Board.

R. Rogers read that the purpose of the committee is to review and oversee income and expenses related to construction projects for the assessment district. That says it all right there.

J. Gomez it would be good to state that we are not responsible for anything that goes bad in the future.

R. Rogers said you have no responsibility for material used on projects.

S. Hill suggested that you change the wording to say...to inform the Board, at least annually, concerning the revenue and expenditures of the assessment district proceeds on the projects approved by the voters.

E. Frech questioned if Dist. Counsel will look at this.

C. Baughman asked about the language that Debra suggested and wasn't fully flushed out. He suggested you look at that.

L. Henry said most charters don't state what you're not going to do. This is a committee; all you can do is make recommendations to the Board.

D. Loewen made a motion to accept the Charter with the amendment, under purpose; last sentence to read *on the projects* and to submit this to the Board of Directors for approval.

C. Baughman questioned section under, annual report, regarding the ballot measure engineer's report.

S. Hill it states that the committee is going to make statements, whether in their opinion, it was done in accordance with the engineer's report.

D. Loewen said it's the purpose of the oversight committee to report to the public and to the assessment district payers, they have seen that the projects are the ones that the assessment district is supposed to be handling. That's very standard language.

T. Nelson seconded the motion.

All present voted in favor of the motion (M. LoBalbo left). Motion passed.

4. New Business:

A. LADOC MISSION STATEMENT

T. Nelson introduced LADOC Mission Statement. She would like to add the first line of the Mission Statement to the agenda.

To serve as liaison between the Lompico Assessment District customers and the District.

T. Nelson made a motion to add the above line to the agenda.

All present voted in favor of the motion.

- D. PLAN FOR PREPARING AND PUBLISHING QUARTERLY, ANNUAL AND INCEPTION TO CURRENT YEAR-TO-DATE LADOC PROJECT AND FINANCIAL REPORTS
- T. Norton introduced this item and said she thinks the committee should go back to the first year, then the second year and then begin quarterly reports. She suggested forming a subcommittee to work on it.
- D. Loewen said she thinks S. Hill's quarterly reports are good. She said they need to do an annual report. The first report needs to go back to day 1. The end of the fiscal year would be a good cut off point, June 30th. Her idea is to target the end of July for the report. S. Hill after June 30th you can start on the FY 18/19 report.
- J. Gomez said there is not much information so far. One report for the last 2 years 6/1/16 - 6/30/18 should suffice.
- D. Loewen has an idea of what projects and reports
- T. Norton thinks all should work on the document together and include the community. A workshop or subcommittee. Discuss with committee for ideas.
- S. Hill biggest thing will be getting an outline and moving forward from there.
- T. Norton said there should be a section about what's coming next.
- J. Gomez suggested an outline be posted and then solicit public input.
- T. Norton put the outline in **next regular meeting** and invite public comment.
- S. Hill suggested outreach on the front end.
- Meeting in early April workshop April 10th , April 17th, check with John Stipes**
- E. GRAND JURY REPORT REQUEST OF ASSISTANCE OF EXPERT IN ASSESSMENT DISTRICT OVERSIGHT
- T. Norton agreed to move to next agenda.
- S. Hill will look for an attorney.
- F. PUBLIC OUTREACH PROGRAM
- T. Norton said this would include the website. She's wants LADOC to have a larger presence on the website.
- R. Rogers said he would look into it. We are working on a new website on the Admin Committee.
- T. Norton asked the meetings be posted on Next Door.
- J. Gomez for a LADOC Next Door page.
- R. rogers said he didn't think we would do that.
- T. Norton requested an email address for ladoc@slvwd.com.
- R. Rogers said he would look into a LADOC email. He'll check with Dist. Counsel.
5. Informational Material:
- o Minutes from 1.28.19 LADOC Workshop meeting
 - o Draft of LADOC Charter updated with changes
 - o Example of agenda with single line charter in header
 - o LADOC 2nd Qtr. 2018-19 Financial Report
6. Adjournment 7:35