



**BOARD OF DIRECTORS
SAN LORENZO VALLEY WATER
DISTRICT
REGULAR MEETING
AGENDA
OCTOBER 19, 2023**

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

Notice is hereby given that a regular meeting of the Board of Directors of the San Lorenzo Valley Water District will be held on **Thursday, October 19, 2023, at 5:30 p.m.**, SLVWD Conference Room, 12788 Highway 9, Boulder Creek, CA and via videoconference and teleconference. **Open Session begins at 6:30 p.m.**

Any person in need of any reasonable modification or accommodation in order to participate in the meeting may contact the District Secretary's Office at (831) 430-4636 a minimum of 72 hours prior to the scheduled meeting.

This meeting is being conducted as an in-person meeting under the Brown Act, Government Code section 54953, and a quorum of the Board must participate from the location(s) within the District that are identified above. Members of the public may attend the meeting at the identified location(s). Teleconferencing/videoconferencing access as set forth below is being provided as a convenience only and is not guaranteed. The meeting may continue in person even if teleconferencing/videoconferencing capability is disrupted or unavailable.

To join the meeting click the link below, or type it into your web browser.

Webinar/Public link:

<https://us02web.zoom.us/j/85144108029>

+1 346 248 7799

+1 669 900 6833

+1 253 215 8782

Webinar ID: **85144108029**

Agenda documents are available on the District website at www.slvwd.com subject to staff's ability to post the documents before the meeting.

1. Convene Meeting/Roll Call

2. Changes to Closed Session Agenda:
Additions to the Agenda, if any, may only be made in accordance with California Government Code Section 54954.2 (Ralph M. Brown Act) which includes, but is not limited to, additions for which the need to take action is declared to have arisen after the agenda was posted, as determined by a two-thirds vote of the Board of Directors (or if less than two-thirds of the members are present, a unanimous vote of those members present).
3. Oral Communications Regarding Items in Closed Session:
This portion of the agenda is reserved for Oral Communications by the public for items which are on the Closed Session portion of the Agenda. Any person may address the Board of Directors at this time, on Closed Session items. Normally, presentations must not exceed three (3) minutes in length, and individuals may only speak once during Oral Communications. No actions may be taken by the Board of Directors on any Oral Communications presented; however, the Board of Directors may request that the matter be placed on a future agenda. Please state your name and town/city of residence at the beginning of your statement for the record.
4. Adjournment to Closed Session
At any time during the regular session, the Board may adjourn to Closed Session in compliance with, and as authorized by, California Government Code Section 54956.9 and Brown Act, Government Code Section 54950. Members of the public will be given the opportunity to address any scheduled item prior to adjourning to closed session.
 - a. CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to:
Gov. Code, § 54956.9 (d)(2)
One Matter
 - b. CONFERENCE WITH LEGAL COUNSEL
Public Employment (Gov. Code, § 54957)
Title: District Manager

If necessary the Board of Directors may re-adjourn to Closed Session after the Open Session in order to complete the Closed Session agenda items, as allowed by the Brown Act and the District's Board Policy Manual, Section 9.A. All public comments regarding Closed Session items will be taken right after the meeting starts at 5:30 p.m.

Closed Session Note:

The Brown Act prohibits the disclosure of confidential information acquired in a closed session by any person present and offers various remedies to address willful breaches of confidentiality. These include injunctive relief, disciplinary action against an employee, and referral of a member of the legislative body to the grand jury. It is incumbent upon all those attending lawful closed sessions to protect the confidentiality of those discussions. Only the legislative body acting as a body may agree to divulge confidential closed

session information; regarding attorney/client privileged communications, the entire body is the holder of the privilege and only a majority vote of the entire body can authorize the waive of the privilege.

5. Re-Convene Meeting 6:30 p.m./Roll Call
6. Report of Actions Taken in Closed Session
7. Changes to the Agenda:
Additions to the Agenda, if any, may only be made in accordance with California Government Code Section 54954.2 (Ralph M. Brown Act) which includes, but is not limited to, additions for which the need to take action is declared to have arisen after the agenda was posted, as determined by a two-thirds vote of the Board of Directors (or if less than two-thirds of the members are present, a unanimous vote of those members present).
8. Oral Communications:
This portion of the agenda is reserved for Oral Communications by the public on any subject that lies within the jurisdiction of the District and is not on the agenda. Any person may address the Board of Directors at this time. Normally, presentations must not exceed three (3) minutes in length, and individuals may only speak once. Please state your name and town/city of residence for the record at the beginning of your statement. Please understand that the Brown Act limits what the Board can do regarding issues not on the agenda. No action or discussion may occur on issues outside of those already listed on today's agenda. Any Director may request that a matter raised during Oral Communication be placed on a future agenda.
9. Unfinished Business:
 - a. QUAIL HOLLOW ROAD FAILED MAINLINE TRENCH - FINAL BILLING
Discussion and possible action by the Board regarding the Quail Hollow Road final billing.
10. New Business:
 - a. CHANGE TITLE OF DISTRICT MANAGER TO GENERAL MANAGER
Discussion and possible action by the Board regarding the change of title for the District Manager to General Manager.
 - b. RESPONSE TO DAMAGING IMPACT DIRECTOR FULTZ IS HAVING ON THE DISTRICT
Discussion and possible action by the Board regarding the response by the District to the damaging impact of Director Fultz by causing senior staff to leave.
11. Consent Agenda:

The Consent Agenda contains items which are considered to be routine in nature and will be deemed adopted by unanimous consent if no Director states an objection. Any item on the consent agenda will be moved to the regular agenda upon request from an individual Director.

- a. APPROVAL OF SPECIAL BOARD OF DIRECTORS MINUTES 9.14.23
- b. APPROVAL OF BOARD OF DIRECTORS MINUTES 9.21.23

12. District Reports:

No action will be taken and discussion may be limited at the Chairperson's discretion. The District encourages that questions be submitted in writing (bod@slvwd.com) on items listed in the District Reports. Questions submitted, if any, will be posted in the next available District Reports, along with a reply.

- DEPARTMENT STATUS REPORTS
Receipt and consideration by the Board of Department Status Reports regarding ongoing projects and other activities.
 - Environmental
 - Operations
- COMMITTEE REPORTS
 - Future Committee Agenda Items
 - Committee Meeting Notes/Minutes
 - Special Engineering & Environmental Minutes 9.21.23

13. Written Communication: None

14. Informational Material: None

15. Adjournment

The Next Board of Directors Meeting is Scheduled for November 2, 2023.

Certification of Posting

I hereby certify that on October 13, 2023, I posted a copy of the foregoing agenda in the outside display case at the District Office, 13060 Highway 9, Boulder Creek, California, the SLVWD Boardroom, 12788 Highway 9, Boulder Creek, said time being at least 72 hours in advance of the meeting of the Board of Directors of the San Lorenzo Valley Water District (Government Code Section 54954.2). Executed at Boulder Creek, California on October 13, 2023.

Holly B. Hossack, District Secretary

MEMO

DATE: October 19, 2023
TO: Board of Directors, San Lorenzo Valley Water District
FROM: Rick Rogers, District Manager
SUBJECT: Quail Hollow Road 2023 Storm Damage Repairs

WRITTEN BY: Garrett Roffe, Engineering Manager

PRESENTED BY: Garrett Roffe, Engineering Manager

STAFF RECOMMENDATION

Authorize an amendment to the existing \$600,000 expenditure of time and materials (T&M) for an additional \$367,646.99 for a total not to exceed amount of \$967,646.99 for the completed emergency storm damage repairs of the potable water main in Quail Hollow Road.

RECOMMENDED MOTION

I move that:

The Board directs the District Manager to amend the not to exceed amount to \$967,646.99 for the emergency storm damage repairs of the potable watermain in Quail Hollow Road.

BACKGROUND

On October 22, 2021, the Board awarded the Quail Hollow Pipeline Replacement Project to Granite Rock Company for \$2,387,000.00. The project provided 7,455 LF of new 12-inch ductile iron water main in Quail Hollow Road, with associated fittings, valves, services, hydrants, and abandoning in-place the existing 6-inch water main. On December

13, 2022 the County of Santa Cruz accepted the trench paving for the new water main.

On January 17, 2023 a sinkhole developed at the entrance to Quail Hollow Ranch County Park and the County of Santa Cruz chose to proceed with an emergency repair under force account managed by the County with the following site description. “The road is settling in the Eastbound lane at this location due to underground water flow in the soil under the road. Our general scope would be (under field direction) to dewater the site by intercepting upstream surface and subsurface water, excavate roadway and determine extent of undermining, backfill voids, & restore roadway pavement.” On January 18, 2023 the County of Santa Cruz authorized Granite Rock Company to perform emergency sinkhole repairs near the entrance to Quail Hollow Ranch County Park.

On February 21, 2023 Granite Rock Company completed all punchlist items for the District’s Quail Hollow Pipeline Replacement project. On March 7, 2023 a pavement failure near Quail Hollow Circle required the County of Santa Cruz to place a single trench plate over the pavement failure at approximately 7 pm. On March 8, 2023 Granite Rock Company placed eleven additional trench plates on Quail Hollow Road starting at the intersection of Quail Hollow Circle heading easterly towards Zayante Road. On March 16, 2023 Granite Rock Company removed pavement at the pavement failure near Quail Hollow Circle and discovered a sinkhole approximately four feet wide and eight feet long on the north side of the slurry backfill. On the same day, pavement removal near 301 Quail Hollow Road exposed a sinkhole two feet wide and ten feet long on the south side of the slurry backfill. On March 16, 2023 the sinkholes were observed by County of Santa Cruz Public

Works personnel and requested voids be temporarily backfilled with drain rock until permanent repairs could be completed. On March 22, 2023 Granite Rock Company placed four additional trench plates near 301 Quail Hollow Road. On March 30, 2023 the repairs to Quail Hollow Road were chosen to be classified as emergency storm damage repairs separate from the Quail Hollow Pipeline contract. On April 5, 2023 Granite Rock Company readjusted the steel trench plates, welded them together at each end and placed drain rock in a void. On April 11, 2023 Anderson Pacific Engineering Construction Inc. was contacted to provide a time and materials, not to exceed contract for emergency repairs to Quail Hollow Road. On April 17, 2023 the trench plates were removed near Quail Hollow Circle and the slurry backfill was removed from above the new water main exposing a void extending towards the road centerline. The extents of the void appeared to comprise both lanes of Quail Hollow Road and would require a full closure of the road to complete repairs. On April 18, 2023 the County of Santa Cruz denied the proposed full closure of Quail Hollow Road for sinkhole repairs. On April 20, 2023 an Emergency Construction Contract with Anderson Pacific Engineering Construction, Inc for time and materials not to exceed \$108,000.00 was executed to explore and repair of the failed mainline trench in Quail Hollow Road, and includes, but is not limited to, provision of backfill and paving materials, excavation, evaluation of failure extent, backfill, compaction, traffic control, shoring, reestablishment of alignment of existing pipeline, and asphalt paving. The Notice of Completion for the District's Quail Hollow Pipeline Replacement project with Granite Rock Construction was recorded with the County of Santa Cruz on May 10, 2023.

On May 25, 2023 an Emergency Construction Contract with Anderson Pacific Engineering Construction, Inc for time and materials not to exceed \$250,000.00 was executed to explore and repair of the failed mainline trench in Quail Hollow Road, and includes, but is not limited to, provision of backfill and paving materials, excavation, evaluation of failure extent, backfill, compaction, traffic control, shoring, reestablishment of alignment of existing pipeline, and asphalt paving.

On June 5, 2023 Anderson Pacific Engineering Construction, Inc. began repairs of the sinkholes in Quail Hollow Road.

On August 3, 2023 the Board authorized an amendment to the existing expenditure of time and materials not to exceed \$600,000.00 for exploration of the failed potable water main trench in Quail Hollow Road. To date all known sinkholes have been repaired.

Anderson Pacific completed final paving of the trench repair work in Quail Hollow Road on August 14, 2023 and August 15, 2023 and installed minor concrete rings around valve boxes on August 16, 2023 and August 17, 2023. The County of Santa Cruz performed pavement surface treatment on Quail Hollow Road August 25, 2023 & August 28, 2023.

The District has submitted to FEMA for grant funding and is awaiting obligation. The District has several experts looking at the many different aspects of the project that may have caused the sinkholes to develop in Quail Hollow Road. The Geotechnical Report indicates the native material in Quail Hollow Road near the sand quarry was soft material based on the blow counts (This is a standard penetration test where a 140-pound weight is dropped and the number of blows to advance the point one foot is counted. The more the blows the harder the soil.). The region experienced Atmospheric River rain events that

caused soil failures throughout the County. At this time, the exact cause of the sinkholes is unknown.

PRIOR COMMITTEE ACTION

None

FISCAL IMPACT

\$967,646.99

ENVIRONMENTAL IMPACT

None

ATTACHMENTS

- Original Emergency Contract
- Billable Rates
- Quail Hollow Pipeline Replacement 07122021 8
- Quail Hollow Pipeline Replacement 07122021 10
- Quail Hollow Pipeline Replacement 07122021 11
- Figure 1 Trench Repair Detail-Slurry Bedding
- Figure 2 Cleanout and Side Drain
- Figure 3 Trench Repair Detail-Sand Bedding
- Figure 4 Cut Off Wall
- Figure 5 Quail Hollow Summary of 2023 Storm Damage Repairs

SAN LORENZO VALLEY WATER DISTRICT

EMERGENCY CONSTRUCTION CONTRACT

AGREEMENT

THIS AGREEMENT (hereafter, "Agreement") is made on this 13th day of April, 2023 by and between SAN LORENZO VALLEY WATER DISTRICT, a public agency of the State of California, with its headquarters at Boulder Creek, California, herein referred to as the "District," and ANDERSON PACIFIC ENGINEERING CONSTRUCTION, INC., a California corporation, with its principal place of business located at 1370 Norman Avenue, Santa Clara, CA 95054, represented by Scott Schumacher, hereafter referred to as the "Contractor" (Telephone: (408) 970-9900, "Emergency" Telephone: Sam Duckworth (408) 318-1691.) District and Contractor are each a "Party" to this Agreement, and are collectively referred to herein as "Parties."

Emergency/Exigency Sole Source Agreement – This Agreement is being entered into on a sole-source basis during emergency conditions resulting from winter storms that have caused Quail Hollow Road subgrade to fail in and around the District's 12-in water main in Ben Lomond, California, with concomitant risk to the travelling public requiring the immediate expenditure of public money to safeguard life, health, property, and essential government services. The purpose of this Agreement is utilize immediately available and responsible contractor services to safeguard and restore essential water services needed for public health and safety by constructing a temporary water main in place of the damaged water main.

Contractor acknowledges that the District must transition to a competitively bid contract once the emergency or exigency ends, or as soon as a "time-and-materials" contract is no longer appropriate.

Contractor shall provide the District with a designated emergency contact available by phone 24-hours per day and 7-days per week.

Project Description – Contractor is to provide labor, equipment and materials on an as needed emergency basis when requested by the District (the "Work"). The Work includes, but is not limited to, provision of backfill and paving materials, excavation, backfill, compaction, traffic control, shoring, reestablishment of alignment of existing pipeline, and asphalt paving.

All the Work shall be performed in accordance with District Standards AWWA Standards, and Santa Cruz County Encroachment Permit Requirements.

Term and Timing Requirements - Period of service under this Agreement will become effective on the date first stated above ("execution date"), and will continue through May 31, 2023 ("termination date"). Time is of the essence for the performance of all Work under this Agreement.

The District may, at its sole discretion, extend this Agreement by written notice given to Contractor no more than 14 days before the termination date.

- **Compensation** - Performance of the Work under this Agreement shall be on a time and material basis in accordance with the labor and equipment rate schedule outlined in **Exhibit "A"**, unless otherwise modified

and mutually agreed in writing. The total compensation for all Work performed under the terms and conditions of this Agreement shall not exceed \$108,000 and zero cents.

Guarantee - Contractor warrants that

- a. All Work shall be performed by personnel who are careful, skilled, experienced, and competent in their respective trades or professions;
- b. Materials and equipment furnished under the Agreement will be of good quality and new unless otherwise required or permitted by the Agreement, the Work will be free from defects not inherent in the quality required or permitted; and
- c. Work shall be performed in a good and workmanlike manner.

Meetings - Contractor shall meet with the District regularly, as specified by the District, to report progress. In addition to the regular progress meetings, coordination meetings may be called by either District or Contractor when either party determines that there is a need to discuss the Work. Contractor shall prepare meeting minutes and submit to District within one week after the meeting.

Correspondence - Contractor shall furnish District copies of any written correspondence between Contractor and other parties pertaining specifically to the Agreement.

Ownership of Materials - All materials which Contractor is required to prepare or develop in the performance and completion of the Work under the Agreement, including without limitation any drawings, specifications, documents, calculations, maps, sketches, notes, reports, data, models and samples, and any and all inventions and copyrightable material contained therein, shall become the sole and exclusive property of District when made or prepared whether delivered to District or not, subject to Contractor's right to use the same to perform the Work under the Agreement. Such materials shall, together with any materials furnished to Contractor by District under the Contract, be delivered to District upon request and in any event upon completion or termination of the Agreement. District and its authorized representatives may use any such materials delivered by Contractor without Contractor's permission.

Confidentiality - Except as otherwise expressly authorized by District, or as necessary for Contractor to perform the Work, Contractor shall not at any time, in any manner whatsoever, either directly or indirectly, disclose to any person or entity any information of any kind or description, whether oral or written, concerning District or any matters affecting or relating to the Work. Contractor shall refer all requests for information regarding the Work to the District representative. Contractor's obligations under this section shall survive the termination of the Contract.

The Contractor acknowledges that certain documents provided under the Contract are subject to disclosure under the Public Records Act.

Termination at District's Option - District shall have the right at any time to terminate, with or without cause, further performance of the Work in whole or in part by written notice to Contractor specifying the date of termination. On the date stated, Contractor shall discontinue performance of the Work and shall preserve work in progress and completed work product, and shall turn over such work product in accordance with District's instructions. If Contractor has completely performed all obligations under the Contract up to the date of termination, Contractor shall be entitled to compensation for costs incurred in performance of the Work prior to termination.

Workers' Compensation Insurance - By its authorized signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor will comply with such provisions before commencing the performance of the work of this agreement.

Indemnification - To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend the District, its directors, officers, employees, agents, or authorized volunteers, and each of them from and against:

- a. Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind or nature whatsoever for, but not limited to, injury to or death of any person including District and/or Contractor, or any directors, officers, employees, or authorized volunteers of District or Contractor, and damages to or destruction of property of any person, including but not limited to, District and/or Contractor or their directors, officers, employees, or authorized volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of District or its directors, officers, employees, or authorized volunteers, except the sole willful misconduct or active negligence of District or its directors, officers, employees, agents, or authorized volunteers;
- b. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;
- c. Any and all losses, expenses, damages (including damages to Contractor's works for the District itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under this Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the District in any lawsuit to which it is a party.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such suits, actions, or other legal proceedings of any kind that may be brought or instituted against the District or its directors, officers, employees, agents, or authorized volunteers. District shall notify Contractor of any such suits, actions, claims, or other legal proceedings arising from Contractor's performance of this Agreement within 7 days of District's knowledge of such claim or proceeding, according to the Notice provisions included herein.

Contractor shall pay and satisfy any judgment, settlement, award or decree that may be rendered against the District or its directors, officers, employees, agents, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

Contractor shall reimburse the District or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by any of them in connection with any of the duties of Contractor or any actions taken by Contractor pursuant to the terms of this Agreement or in enforcing the indemnity herein provided.

Contractor's obligation to indemnify the District shall not be restricted to insurance proceeds, if any, received by the District, or its directors, officers, employees, agents, or authorized volunteers.

GENERAL CONDITIONS

Licensing Requirements – Contractor shall have a General Engineering License “A.” Contractor shall also have a properly trained and licensed welder on staff, or shall sub-contract any welding work to a properly trained and licensed welder. Contractor shall be registered with the Department of Industrial Relations such that Contractor can be found through the California Department of Industrial Relations’ Public Works Contractor Search tool.

Laws, Regulations and Permits - Contractor shall provide all notices required by law and shall comply with all laws, ordinances, rules and regulations pertaining to the conduct of work performed for the District. Contractor shall be liable for any and all violations of law in connection with work furnished to the District by Contractor. If Contractor or its representatives observe that the construction drawings or specifications are at variance with any law or ordinance, rule or regulation, Contractor shall promptly notify the District in writing and any necessary changes shall be made by written instruction or change order. If the Contractor performs any work with knowledge that it is contrary to any applicable laws, ordinances, rules or regulations and without first giving written notice to the District, the Contractor shall bear all costs arising therefrom.

Prevailing Wage – Contractor shall pay, at a minimum, all employees and sub-contractors who conduct work for the District under this Agreement the prevailing wage for such work in the State of California, as determined by the California Department of Industrial Relations. In no case may Contractor pay any employee or sub-contractor less than the prevailing wage for work performed in furtherance of this Agreement, as such prevailing wage is determined by the California Department of Industrial Relations.

Safety - Contractor shall execute and maintain the Work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements and specifications relating to safety measures applicable to the particular operations or kinds of work.

In carrying out the Work, Contractor shall at all times exercise all necessary precautions to ensure the safety of employees appropriate to the nature of the work and the conditions under which Contractor’s work is to be performed. Contractor shall be in compliance with all applicable federal, state and local statutory and regulatory requirements including, but not limited to, California Department of Industrial Relations (Cal/OSHA) regulations, and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include, but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.

Contractor shall be responsible for the safeguarding of all utilities. No less than two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify the District and the applicable utility owner if Contractor disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, Contractor shall submit to the District specific plans that disclose details of provisions for worker protection from caving ground during

excavations of trenches that are five feet or more in depth (“trench safety plan”). The trench safety plan shall be submitted to and must be accepted by the District before the Contractor may commence excavation.

The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If the trench safety plan varies from the shoring system standards established by Cal/OSHA, the trench safety plan shall be prepared by a California registered civil or structural engineer. As part of the trench safety plan, a note shall be included stating that the registered civil or structural engineer certifies that the trench safety plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the trench safety plan is not less effective than the shoring, bracing, sloping or other provisions of the Cal/OSHA Construction Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by the Cal/OSHA Construction Safety Orders. Submission of a trench safety plan in no way relieves the Contractor of the requirement to maintain safety in all areas of the work site at all times. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, Contractor shall submit its permit with the trench safety plan to the District before work begins.

The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local ambulance service shall be prominently displayed adjacent to telephones.

Invoicing and Payment - On the first day of each month, or the working day closest thereafter, Contractor shall invoice for that portion of the Work performed during the preceding month. All costs, expenses, and other amounts so invoiced shall be substantiated and supported by equipment time slips, invoices, timesheets, receipts, and other documents satisfactory to the District. Such documentation shall include a narrative of the Work performed. Such invoice, after receipt in form satisfactory to the District and verified by the District, shall be paid within 45 days. No payments shall be construed to be an acceptance of defective Work or relieve Contractor of any of its contractual obligations.

Payments may be withheld by District when it reasonably believes that (1) the materials or workmanship are defective, (2) any claim has been filed against Contractor or District arising out of the Work, (3) Contractor has failed to make payments properly to subcontractors, or (4) Contractor has failed to meet a deadline for Work covered by the payment request.

Commercial General Liability and Automobile Liability Insurance - Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)

Limits - Contractor shall maintain limits no less than the following:

1. General Liability - Three million dollars (\$3,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply

separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the San Lorenzo Valley Water District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its directors, officers, employees, agents, and authorized volunteers shall be additional insureds (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, agents, or authorized volunteers.
2. For any claims related to work undertaken by the Contractor pursuant to this Agreement, the Contractor's insurance shall be the primary insurance as respects the District, its directors, officers, employees, agents, or authorized volunteers. Any insurance, self-insurance, or other coverage maintained by the District, its directors, officers, employees, agents, or authorized volunteers shall not contribute to any such claims or to the Contractor's insurance.
3. Any failure to comply with reporting or other provisions of the Contractor's insurance policies, including breaches of warranties, shall not affect coverage provided to the District, its directors, officers, employees, agents, or authorized volunteers.
4. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, up to and including the limits of the insurer's liability.
5. Each insurance policy required by this Agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or the Contractor, except after thirty (30) days' prior written notice by U.S. mail has been given to the District. In the event that the insurance premium has not been paid by Contractor, coverage may be canceled upon ten (10) days' written notice provided to the District via U.S. mail.

Such liability insurance shall indemnify the Contractor and its sub-contractors against loss from liability imposed by law upon, or assumed under contract by, Contractor or its sub-contractors for damages on account of bodily injury (including death), property damage, personal injury, completed operations, and products liability.

Contractor's general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support liability.

The automobile liability policy shall cover all owned, non-owned, and hired automobiles.

All such insurance carried by Contractor shall be provided on policy forms and through companies satisfactory to the District.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

Acceptability of Insurers - Contractor's insurance shall be placed with insurers holding a current A.M. Best Rating of at least A:VII, or the equivalent, if such equivalent or other rating is approved by the District in its sole discretion.

Workers' Compensation and Employer's Liability Insurance - Contractor and any and all sub-contractors shall insure (or be a qualified self-insured) all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof, and any other applicable laws relating to workers' compensation insurance. Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 per accident, a \$1,000,000 disease policy limit, and a \$1,000,000 disease limit for each employee.

Responsibility for Work - Until the completion and final acceptance by the District of all the work included in and implied by this Agreement, the work shall be Contractor's care and charge, and Contractor shall be solely responsible therefor. Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erectments, and repairs occasioned or rendered necessary by causes of any nature whatsoever.

Contractor shall provide and maintain builder's risk insurance (or an installation floater) covering all risks of direct physical loss, damage to or destruction of the work performed by Contractor in the amount specified in the General Conditions, to insure against such losses until final acceptance of the Contractor's work by the District. Such insurance shall insure, at a minimum, against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The District, its directors, officers, employees, agents and/or authorized volunteers shall be named insureds on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the District, nor shall such progress payments be construed as relieving Contractor or its subcontractors of responsibility for loss from any direct physical loss, damage, or destruction occurring prior to final acceptance of the Contractor's work by the District.

Contractor shall waive all rights of subrogation against the District, its directors, officers, employees, agents, or authorized volunteers.

Evidences of Insurance - Prior to execution of this Agreement, the Contractor shall file with the District a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the District.

Such evidence shall also include confirmation that coverage includes or has been modified to include Required Provisions 1-5.

Contractor shall, upon demand of the District, deliver to the District such insurance policy or policies and the receipts for Contractor's payment of any and all premiums thereon.

Continuation of Coverage - If any of the required coverages expire during the term of this Agreement, the Contractor shall deliver the renewal certificate(s), including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against District, to the District at least ten (10) days prior to the existing insurance policy's expiration date.

Sub-Contractors - In the event that Contractor employs sub-contractors as part of the work covered by this Agreement, it shall be Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.

Independent Contractor - Contractor's personnel performing services under the Agreement shall at all times be under the Contractor's exclusive direction and control and shall be employees of Contractor and not employees of District. Contractor shall pay all wages, salaries and other amounts due its employees in connection with the Contract and shall be responsible for all reports and obligations respecting them, including Social Security tax, income tax withholding, unemployment compensation, worker's compensation, employee benefits and similar matters. Contractor shall defend, indemnify, protect, and hold harmless the District its directors, officers, employees, agents, or authorized volunteers, and each of them, from any and all damages, losses, claims, suits, costs, liabilities, or actions of every kind or description (including attorneys' fees) incurred or brought for, or on account of, Contractor's violation or alleged violation of any of the foregoing requirements.

Nondiscrimination and Equal Opportunity Employment- During the performance of the Agreement, Contractor shall not discriminate against any person or group of persons on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation. Contractor confirms that it has an equal employment opportunity policy ensuring equal employment opportunity without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation; and that it maintains no employee facilities segregated on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation.

Compliance with Americans with Disabilities Act - Contractor shall not discriminate against, or fail to make reasonable accommodation of any person covered by the Americans with Disabilities Act (ADA) of 1990, 42 U.S.C. §§ 12101-12213, as amended (the "Act"), or fail to comply with any provision of the Act in the course of its performance of its obligations under the Agreement, or in any way connected with District. Contractor shall defend, indemnify, protect, and hold harmless the District its directors, officers, employees, agents, or authorized volunteers, and each of them, from any and all damages, losses, claims, suits, costs, liabilities, or actions of every kind or description (including attorneys' fees) incurred or brought for, or on account of, Contractor's violation or alleged violation of the Act in the course of performance of its obligations under the Agreement, or in any way connected to District by Contractor, its agents, its subcontractors, its subconsultant, or any officers, partners, or employees of any of the foregoing.

Notices – All notices, demands, payments, requests, consents, or other communications which this Agreement either contemplates, authorizes, requires, or permits either party to give to the other party shall be in writing and shall be sent by electronic mail (e-mail) and/or personally delivered, and/or sent by registered or certified U.S. mail, postage pre-paid, return receipt requested, addressed to the respective parties as follows:

To District: San Lorenzo Valley Water District
Attn: District Manager
13060 Hwy 9
Boulder Creek, CA 95006
Email: rogers@slvwd.com

With a Copy to: Gina Nicholls, District Counsel
Nossaman LLP
777 South Figueroa Street
34th Floor
Los Angeles, CA 90017
Tel: (213) 612-7815
Email: gnicholls@nossaman.com

To Contractor: Scott Schumacher
1370 Norman Avenue
Santa Clara, CA 95054
Email: scott@andpac.com

A change in address may be made by notifying the other party in accordance with this Section.

Governing Law/Venue – The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the laws of the State of California. The appropriate venue for any action brought to enforce or declare its terms shall be brought in the appropriate state or federal court in the County of Santa Cruz.

Severability – Should any provisions herein be found or deemed invalid or in contravention of California law, such provision shall be deemed not a part of this Agreement. All other provisions of this Agreement shall remain valid and enforceable, and shall remain in full force and effect.

Successors and Assigns - This Agreement is binding on the successors, assigns, and heirs of the District and Contractor, respectively.

Non-Assignment – This Agreement shall not be assigned or transferred, nor shall any of Contractor’s rights hereunder be delegated or subcontracted without the prior written consent of the District.

No Third Party Beneficiary – This Agreement shall inure to the benefit of and be binding upon the Parties. This Agreement is not intended to and shall not be for the benefit of third parties who are not expressly included herein.

Headings – The headings contained in this Agreement have been inserted for convenience and ease of reference only, and in no way define or limit the scope or interpretation of this Agreement.

Entire Agreement – This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are superseded.

Waiver - No covenant, term or condition, or the breach thereof, shall be deemed waived except by written consent of the Party against whom the waiver is claimed. Any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition. Acceptance by District of any performance by Contractor after such time that the performance is due shall not be deemed a waiver of any preceding breach by Contractor other than the failure of performance expressly accepted, regardless of the District's knowledge of such preceding breach at the time of acceptance. No delay or omission by either Party in exercising any relief or power accruing upon non-compliance or failure of performance by the other Party shall impair or be construed as a waiver thereof, unless an intention to waive is expressly set forth in a writing signed by the waiving Party.

Warranties - District and Contractor covenant and represent that each respective Party has the full authority to execute, deliver, and perform this Agreement, and that each Party has fully complied with all requirements imposed by law as necessary for the Party to create a lawful and binding Agreement for the term of this Agreement. Each individual signing this Agreement for the District represents and warrants that he or she has the full power and authority, and legal right, to execute this Agreement on behalf of the District, and that the District has taken all necessary actions to authorize the individual signing on behalf of the District's behalf to do. Each individual signing this Agreement on behalf of Contractor represents and warrants that he or she has the full power and authority, and the legal right, to execute this Agreement on behalf of Contractor, and that Contractor has taken all necessary actions to authorize the individual signing on Contractor's behalf to do so.

Understanding - Each Party hereto acknowledges that the Party has reviewed this Agreement and has had an opportunity to consult legal counsel, and that the normal rule of construction that ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any subsequent amendments hereto.

Counterparts - This Agreement may be executed in counterparts, which, taken together, shall be construed as a single, complete Agreement.

[SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the Parties, for themselves, do hereby agree to the full performance of the covenants herein and have caused this Agreement to be executed on the date first set forth above.

**SAN LORENZO VALLEY
WATER DISTRICT**

**ANDERSON PACIFIC ENGINEERING
CONSTRUCTION, INC.**

License No.: 245215

By: Richard Rogers
Rick Rogers, District Manager

By: Scott L. Schumacher
Signature
Name: Scott L. Schumacher
Title: Vice President - UGP Division

ATTEST:

ATTEST:

By: Holly Hossack
Holly Hossack, District Secretary

By: Michael P. Gossett
Signature
Name: Michael P. Gossett
Title: Project Manager

APPROVED AS TO FORM:

By: Gina Nicholls
Gina Nicholls, District Counsel

Exhibit "A"

Labor and Equipment Rate Schedule

[See Following Pages]

SLVWD Emergency Work (FEMA)

Classification	Billable Rate (ST)	Billable Rate (OT)	Billable Rate (DT)
Construction Specialist	\$ 92.93	\$ 119.03	\$ 145.11
Laborer 1	\$ 91.89	\$ 117.45	\$ 143.02
Laborer 2	\$ 91.67	\$ 117.13	\$ 142.57
Laborer 3	\$ 91.52	\$ 116.90	\$ 142.28
Laborer 4	\$ 82.11	\$ 102.76	\$ 123.43
Laborer 6	\$ 93.33	\$ 119.61	\$ 145.88
Laborer 7	\$ 76.29	\$ 94.05	\$ 111.82
Labor App L1	\$ 49.87	\$ 66.37	\$ 82.86
Labor App L2	\$ 76.29	\$ 94.05	\$ 111.82
Labor App L3	\$ 81.36	\$ 101.67	\$ 121.97
Labor App L4	\$ 86.44	\$ 109.28	\$ 132.12

Foreman	\$ 134.26	\$ 177.27	\$ 220.28
Operator 1	\$ 130.61	\$ 171.80	\$ 213.00
Operator 2	\$ 128.36	\$ 168.43	\$ 208.49
Operator 3	\$ 126.17	\$ 165.16	\$ 204.13
Operator 4	\$ 124.15	\$ 162.11	\$ 200.07
Operator 5	\$ 122.27	\$ 159.30	\$ 196.32
Operator 6	\$ 120.33	\$ 156.38	\$ 192.43
Operator 7	\$ 118.65	\$ 153.86	\$ 189.07
Operator 8	\$ 116.96	\$ 151.34	\$ 185.72
Operator App L1	\$ 88.36	\$ 109.23	\$ 130.11
Operator App L2	\$ 92.15	\$ 114.94	\$ 137.71
Operator App L3	\$ 95.94	\$ 120.61	\$ 145.29
Operator App L4	\$ 99.75	\$ 126.32	\$ 152.89
Operator App L5	\$ 111.13	\$ 143.40	\$ 175.66

Teamster 1	\$ 102.38	\$ 129.87	\$ 157.36
Teamster 2	\$ 102.83	\$ 130.53	\$ 158.25
Teamster 3	\$ 103.28	\$ 131.21	\$ 159.14
Teamster 4	\$ 103.80	\$ 131.99	\$ 160.18
Teamster 5	\$ 104.31	\$ 132.77	\$ 161.22

Carpenter - General	\$ 124.98	\$ 163.22	\$ 201.45
Carpenter App L1	\$ 69.62	\$ 92.56	\$ 115.49
Carpenter App L2	\$ 77.84	\$ 102.69	\$ 127.53
Carpenter App L3	\$ 85.47	\$ 112.23	\$ 138.98
Carpenter App L4	\$ 89.32	\$ 117.99	\$ 146.66
Carpenter App L5	\$ 109.70	\$ 140.29	\$ 170.87
Carpenter App L6	\$ 113.52	\$ 146.02	\$ 178.51
Carpenter App L7	\$ 117.34	\$ 151.75	\$ 186.17
Carpenter App L8	\$ 121.16	\$ 157.48	\$ 193.81

Cement Mason	\$ 105.33	\$ 137.31	\$ 169.29
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Electrician, Inside Wireman	\$ 134.69	\$ 180.97	\$ 227.25
Electrical Foreman	\$ 145.64	\$ 197.33	\$ 249.01
Electrical App L1	\$ 66.22	\$ 88.10	\$ 109.98
Electrical App L2	\$ 67.96	\$ 90.68	\$ 113.41
Electrical App L3	\$ 77.76	\$ 103.84	\$ 129.94
Electrical App L4	\$ 83.38	\$ 111.56	\$ 139.77
Electrical App L5	\$ 90.32	\$ 120.61	\$ 150.90
Electrical App L6	\$ 98.06	\$ 130.46	\$ 162.86
Electrical App L7	\$ 103.91	\$ 138.40	\$ 172.89
Electrical App L8	\$ 109.88	\$ 146.48	\$ 183.09
Electrical App L9	\$ 116.76	\$ 155.47	\$ 194.17
Electrical App L10	\$ 123.90	\$ 164.71	\$ 205.51

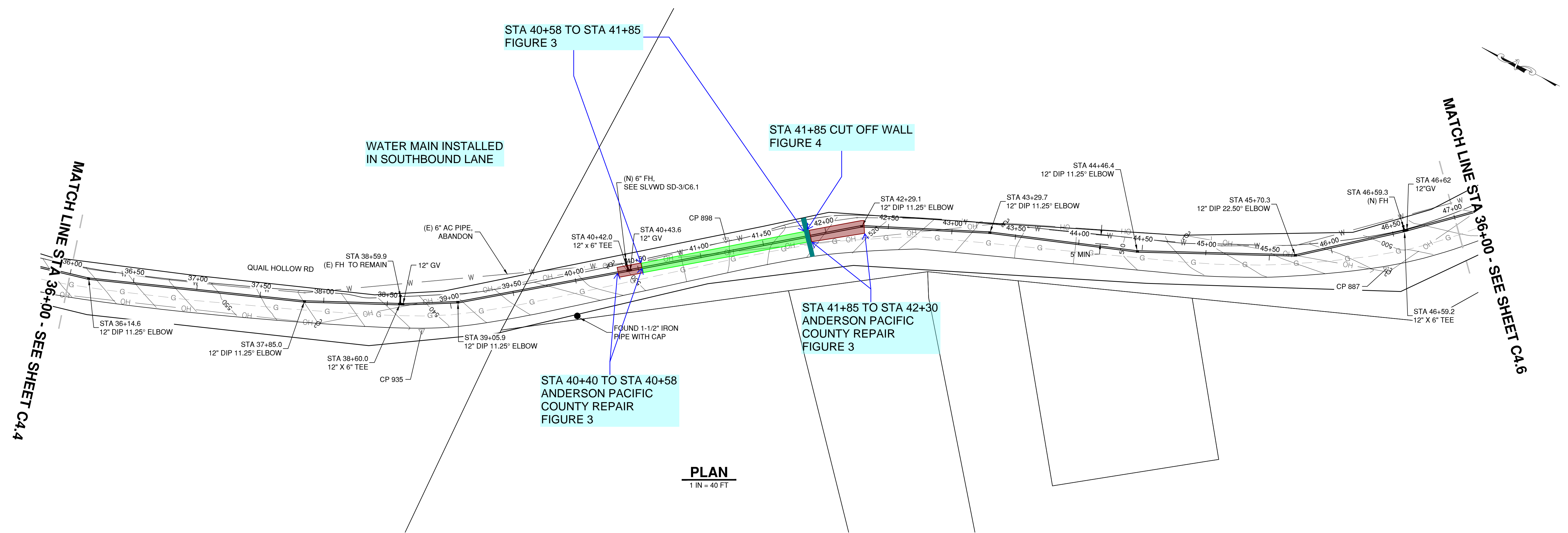
	Billable Rate (ST)	Billable Rate (OT)	Billable Rate (DT)
General Superintendent	\$ 202.50	\$ 236.25	\$ 270.00
Project Manager	\$ 270.00		

	Equipment	Rate		
84	CHEVY 2500 PICKUP TRUCK	\$ 38.99		
86	GMC SIERRA 1500 PICKUP TRUCK	\$ 38.99		
87	GMC SIERRA 1500 PICKUP TRUCK	\$ 38.99		
88	GMC SIERRA 2500 PICKUP TRUCK	\$ 38.99		
89	GMC SIERRA 2500 PICKUP TRUCK	\$ 38.99		
92	FORD F150 PICKUP TRUCK	\$ 38.99		
96	FORD F150 PICKUP TRUCK	\$ 38.99		
110	FORD F650 BOBTAIL DUMP TRUCK - 5 CY	\$ 76.03		
112	FORD F650 BOBTAIL DUMP TRUCK - 5 CY	\$ 76.03		
113	2,000 GALLON WATER TRUCK	\$ 56.71		
115	FREIGHTLINER M2 DUMP TRUCK - 5 CY	\$ 76.03		
116	MOROOKA MST-800V	\$ 63.80		
216	GROVE RT-745 CRANE	\$ 169.99		
217	GRADALL 534C FORKLIFT	\$ 52.52		
223	GROVE RT-760 CRANE	\$ 206.24		
224	GROVE RT-58C CRANE	\$ 81.81		
226	GRADALL 534C FORKLIFT	\$ 52.52		
229	GROVE RT-860 CRANE	\$ 180.77		
231	GRADALL 534D-10 FORKLIFT	\$ 82.40		
232	GENIE GS-1930 SCISSOR LIFT	\$ 27.46		
235	GRADALL 534D-9-45 FORKLIFT	\$ 82.40		
236	CAT TH83 FORK LIFT TRUCK	\$ 82.40		
237	CAT TH83 FORK LIFT TRUCK	\$ 82.40		
241	CAT TH83 FORK LIFT TRUCK	\$ 82.40		

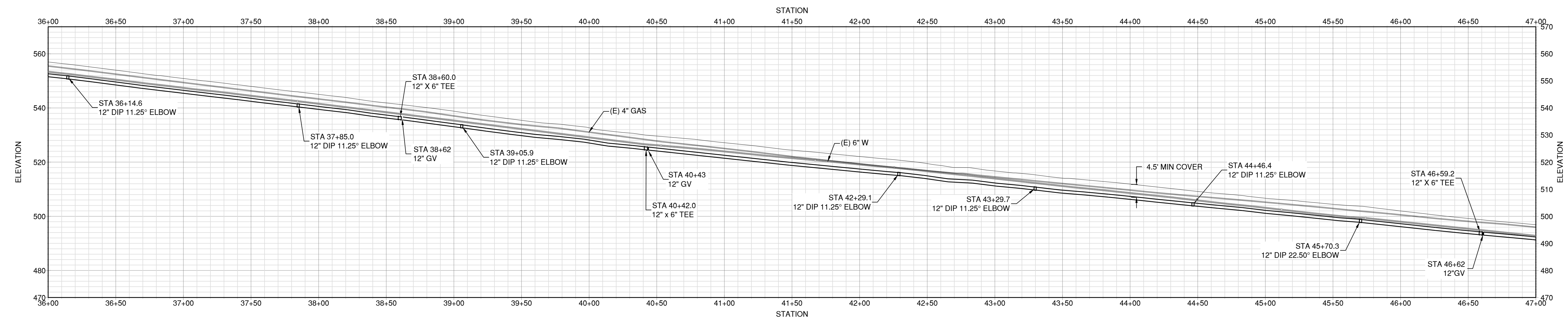
300	SAKAI SV201TB-1 PADFOOT WITH BLADE	\$ 54.69		
303	JOHN DEERE 410J BACKHOE LOADER	\$ 84.01		
306	KOBELCO SK140SR EXCAVATOR	\$ 79.78		
322	BOBCAT 773 LOADER	\$ 36.83		
329	KOMATSU WA250 LOADER	\$ 118.80		
331	BOBCAT 773 LOADER	\$ 36.83		
333	HITACHI EX310-LC EXCAVATOR	\$ 100.56		
335	BOBCAT 873 LOADER	\$ 48.68		
338	CAT 330BL EXCAVATOR	\$ 196.44		
345	KOMATSU WA250 LOADER	\$ 118.80		
348	HITACHI EX100 EXCAVATOR	\$ 81.60		
349	BOMAG BW 90AD SMOOTH DRUM ROLLER	\$ 17.05		
351	JOHN DEERE 310E BACKHOE LOADER	\$ 57.16		
353	SULLAIR 185 49HP COMPRESSOR	\$ 29.28		
354	TAKEUCHI TB-016 EXCAVATOR	\$ 11.41		
358	BOBCAT S-185	\$ 48.68		
359	KOMATSU PC400 EXCAVATOR	\$ 240.89		
360	KOMATSU WA380-5 WHEEL LOADER	\$ 164.04		
362	BOMAG BW 90AD SMOOTH DRUM ROLLER	\$ 17.05		
366	DITCH WITCH 3700 TRENCHER	\$ 44.63		
367	KOMATSU PC35 EXCAVATOR	\$ 29.06		
369	KOMATSU PC220 EXCAVATOR	\$ 145.16		
371	CASE CX50B EXCAVATOR	\$ 40.70		
372	CASE CX75 SR EXCAVATOR	\$ 42.56		
373	VOLVO EC240 BLC EXCAVATOR	\$ 129.59		
374	CASE CX50B EXCAVATOR	\$ 40.70		
377	JOHN DEERE 310SG BACKHOE LOADER	\$ 72.81		
378	TAKEUCHI TB-125 EXCAVATOR	\$ 23.05		
383	BOBCAT S-650 SKID-STEER LOADER	\$ 48.68		
384	BOBCAT S-650 SKID-STEER LOADER	\$ 48.68		
385	JOHN DEERE JD-210LE LOADER	\$ 55.78		
386	SWEEPER (BOBCAT) BY QUICK ATTACH	\$ 40.50		
387	BOBCAT S-300 SKID-STEER LOADER	\$ 48.68		
388	JOHN DEERE 410K BACKHOE LOADER	\$ 90.16		
389	CAT D4G XL DOZER	\$ 61.94		
390	CAT CB24 VIBRATORY ROLLER	\$ 46.39		
391	KOBELCO SK140SR EXCAVATOR	\$ 79.78		
393	JOHN DEERE 27D COMPACT EXCAVATOR	\$ 25.56		
394	JOHN DEERE 410K BACKHOE LOADER	\$ 90.16		
395	JOHN DEERE 524K WHEEL LOADER	\$ 109.08		
398	CAT CB24B VIBRATORY ROLLER	\$ 53.08		
399	JOHN DEERE 210L LOADER	\$ 61.90		
416	18-FT TILT-BED TRAILER	\$ 1.70		
532	SULLIVAN D210QV COMPRESSOR	\$ 29.28		
534	SULLIVAN D210QV COMPRESSOR	\$ 29.28		
541	LEROI 200 AIR COMPRESSOR	\$ 29.28		
553	MULTIQUIP GENERATOR 70KW	\$ 37.85		

554	SULLIVAN D210QV COMPRESSOR	\$ 29.28		
555	SULLIVAN D210QV COMPRESSOR	\$ 29.28		
563	500 GALLON WATER TRAILER	\$ 3.99		
564	500 GALLON WATER TRAILER	\$ 3.99		
565	500 GALLON WATER TRAILER	\$ 3.99		
571	SULLAIR 185 49HP COMPRESSOR	\$ 29.28		
572	SULLAIR 185 49HP COMPRESSOR	\$ 29.28		
573	VAC-TRON PMD550DT	\$ 23.00		
575	VAC-TRON PMD550DT	\$ 23.00		
580	500 GALLON WATER TRAILER	\$ 3.99		
581	500 GALLON WATER TRAILER	\$ 3.99		
583	500 GALLON WATER TRAILER	\$ 3.99		
700	BOMAG 815-2 ASPHALT PAVER	\$ 86.01		
1005	CHEVY 3500HD CREW TRUCK - PAVING	\$ 43.93		
1006	CHEVY 2500HD PICKUP TRUCK	\$ 38.99		
1009	CHEVY 3500HD CREW TRUCK - UTILITY	\$ 43.93		
1010	FORD F150 PICKUP TRUCK	\$ 38.99		
1011	CHEVY 3500HD CREW TRUCK - CREW	\$ 43.93		
1017	FORD F150 PICKUP TRUCK	\$ 38.99		
1018	FORD F150 PICKUP TRUCK	\$ 38.99		
1019	FORD F250 CREW TRUCK - UTILITY	\$ 43.93		
1020	FORD F250 CREW TRUCK - UTILITY	\$ 43.93		
1024	FORD F150 PICKUP TRUCK	\$ 38.99		
1026	FORD F250 CREW TRUCK - UTILITY	\$ 43.93		
1028	GMC CANYON PICKUP TRUCK	\$ 38.99		
2001	JLG 8042 SKYTRAK TELEHANDLER	\$ 82.40		
2004	JLG 8042 SKYTRAK TELEHANDLER	\$ 82.40		
2005	TEREX RT-110-10 CRANE	\$ 201.27		
2007	JLG 8042 SKYTRAK TELEHANDLER	\$ 82.40		
3001	BOBCAT S-590 SKID-STEER LOADER	\$ 48.68		
3002	BOBCAT S-590 SKID-STEER LOADER	\$ 48.68		
3003	JOHN DEERE 310SK BACKHOE LOADER	\$ 73.32		
3004	JOHN DEERE 17G FT4 EXCAVATOR	\$ 20.67		
3005	KOBELCO SK230 SR LC-5 EXCAVATOR	\$ 111.35		
3006	BOBCAT S-650 SKID-STEER LOADER	\$ 48.68		
3007	JOHN DEERE 50G EXCAVATOR	\$ 40.17		
3008	HITACHI ZX300LC-6N EXCAVATOR	\$ 178.04		
3009	BOBCAT S-650 SKID-STEER LOADER	\$ 48.68		
3010	BOBCAT S-650 SKID-STEER LOADER	\$ 48.68		
3011	JOHN DEERE 710L BACKHOE LOADER	\$ 116.08		
3012	BOBCAT S-650 SKID-STEER LOADER	\$ 48.68		
3013	WEILER P385B ASPHALT PAVER	\$ 146.69		
3014	KOMATSU PC490LC-11 EXCAVATOR	\$ 307.40		
3015	CAT D6KP LGP DOZER	\$ 98.89		
3016	BOBCAT T-740 TRACK LOADER	\$ 48.68		
3017	BOBCAT S-740 SKID-STEER LOADER	\$ 48.68		
3019	KOMATSU WA320-8 WHEEL LOADER	\$ 138.69		

3020	JOHN DEERE 410L BACKHOE LOADER	\$ 90.16		
3021	JOHN DEERE 245G EXCAVATOR	\$ 111.99		
3022		\$ -		
3023	JOHN DEERE 50G EXCAVATOR	\$ 40.17		
3024	JOHN DEERE 210L LOADER	\$ 61.90		
3025	JOHN DEERE 35G EXCAVATOR	\$ 32.25		
3027		\$ -		
5002	PAVE-MATE PM230 BITUMINOUS DISTRIBUTOR	\$ 9.44		
5004	Wanco WVTM(A) Mini Full Matrix CMS	\$ 12.26		
5005	Wanco WVTM(A) Mini Full Matrix CMS	\$ 12.26		
5008	VAC-TRON LP573SDT	\$ 69.07		
7000	5,000 GALLON WATER TRUCK	\$ 97.06		
7001	FORD F750 BOBTAIL DUMP TRUCK - 5 CY	\$ 76.03		
7002	FREIGHTLINER M2 DUMP TRUCK - 7 CY	\$ 76.03		
7005	FORD F650 BOBTAIL DUMP TRUCK - 5 CY	\$ 76.03		
7006	FORD F650 BOBTAIL DUMP TRUCK - 5 CY	\$ 76.03		

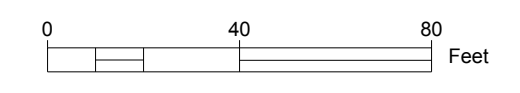


PLAN
1 IN = 40 FT



PROFILE
HOR. SCALE: 1 IN = 40 FT
VER. SCALE: 1 IN = 20 FT

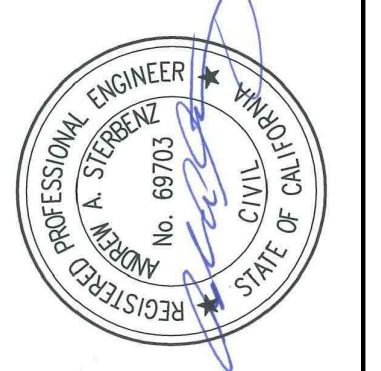
- NOTES:
- ALONG THE ALIGNMENT OF THE NEW WATER MAINS, ALL EXISTING WATER SERVICES, WHETHER OR NOT SHOWN ON THE DRAWINGS, SHALL BE REPLACED. REPLACEMENT SERVICES SHALL EXTEND FROM THE NEW WATER MAIN TO A NEW WATER METER. WATER METERS SHALL BE FURNISHED BY SLVWD AND INSTALLED BY THE CONTRACTOR. ALL OTHER SERVICE COMPONENTS, INCLUDING WATER METER BOX, SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. NEW METER BOXES SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING UNLESS OTHERWISE INDICATED OR OTHERWISE DIRECTED BY SLVWD. NEW SERVICES SHALL BE PER SLVWD STANDARD DETAIL SD-4 OR SD-5. NEW SERVICE PIPING SHALL BE THE SAME SIZE AS THE EXISTING SERVICE PIPING EXCEPT IF THE EXISTING SERVICE PIPING IS LESS THAN 1-INCH DIAMETER. IF THE EXISTING SERVICE PIPING IS LESS THAN 1-INCH DIAMETER, NEW SERVICE PIPING SHALL BE 1-INCH DIAMETER.
 - PARCEL BOUNDARIES ARE IMPORTED FROM GIS AND FOR INFORMATION ONLY. CORNERS ARE NOT FIELD SURVEYED.
 - LOCATION OF GAS MAIN IS APPROXIMATE. PROVIDE A MIN. 5 FT SEPARATION.



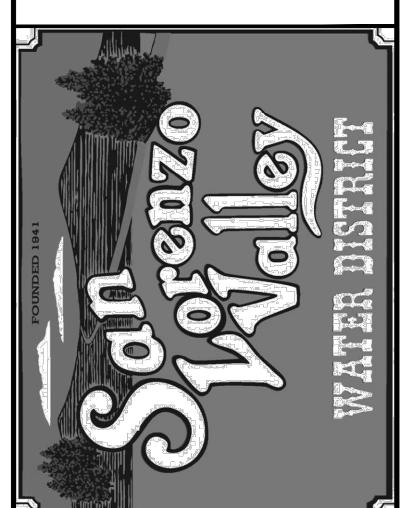
UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
1-800
227-2600
TWO WORKING DAYS BEFORE YOU DIG

REV. NO.	DESCRIPTION	BY	DATE
1			
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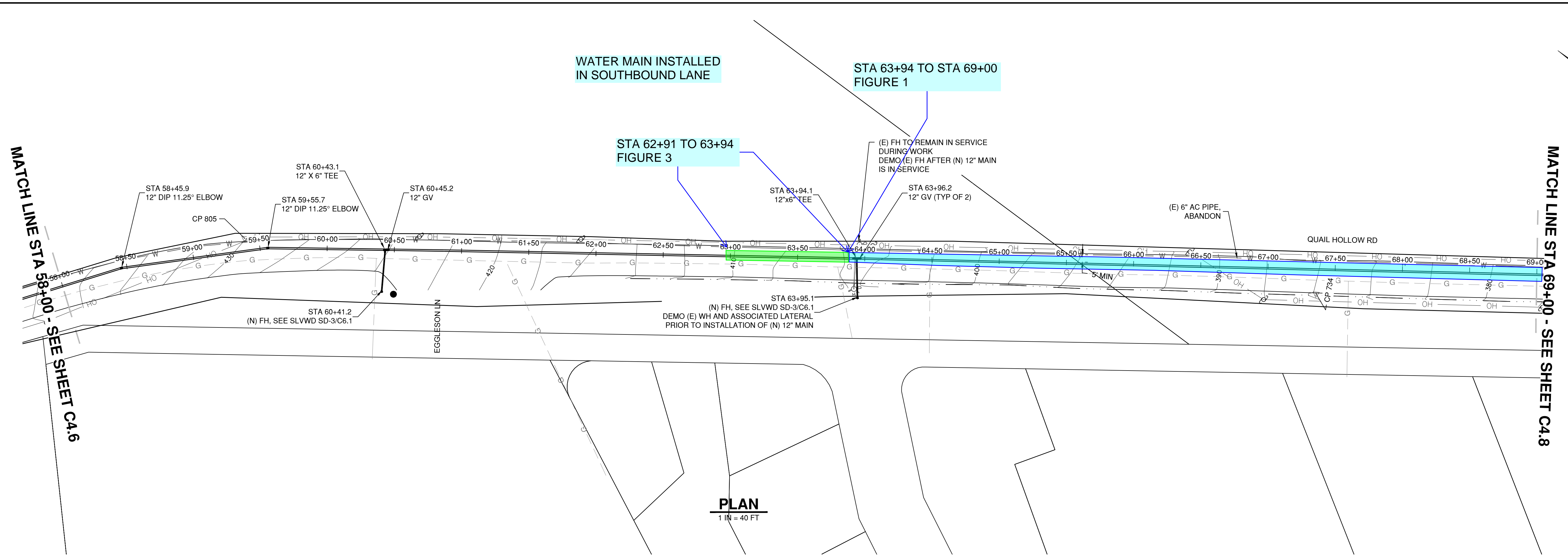
Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
3 Quail Run Circle, Suite 101
Saltinas, CA 95907-2348
(831) 883-4848



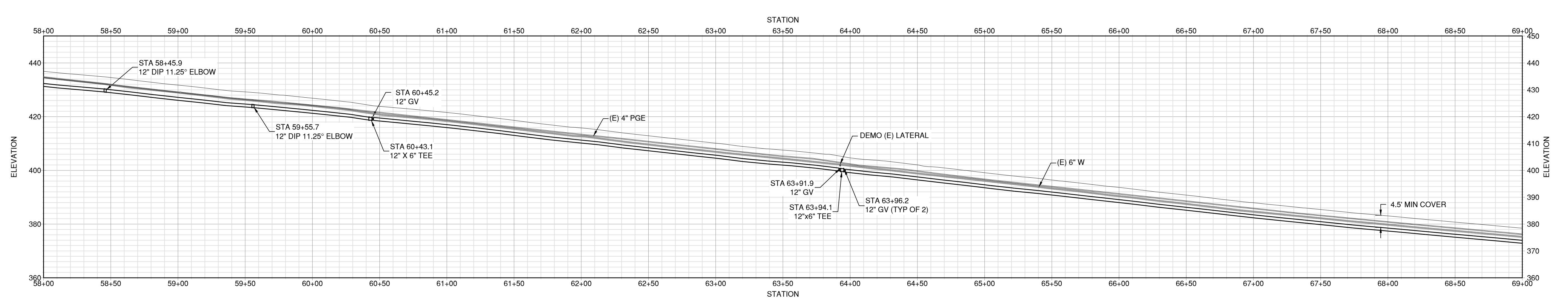
PLAN & PROFILE IV
QUAIL HOLLOW ROAD
PIPELINE REPLACEMENT



DESIGNED BY:	JCT DATE:	7/12/2021
DRAWN BY:	JCT DATE:	7/12/2021
CC CHECKED BY:	AAS DATE:	7/12/2021
PROJECT NO.:	SCALE:	AS SHOWN
SUBMITTAL:		100% SUBMITTAL



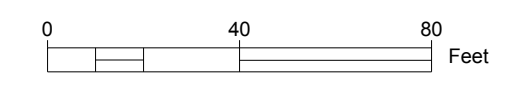
PLAN
1 IN = 40 FT



PROFILE
HOR. SCALE: 1 IN = 40 FT
VER. SCALE: 1 IN = 20 FT

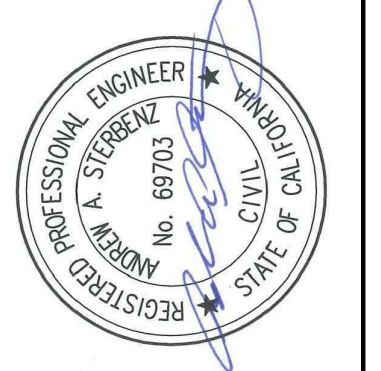
- NOTES:
- ALONG THE ALIGNMENT OF THE NEW WATER MAINS, ALL EXISTING WATER SERVICES, WHETHER OR NOT SHOWN ON THE DRAWINGS, SHALL BE REPLACED. REPLACEMENT SERVICES SHALL EXTEND FROM THE NEW WATER MAIN TO A NEW WATER METER. WATER METERS SHALL BE FURNISHED BY SLWVD AND INSTALLED BY THE CONTRACTOR. ALL OTHER SERVICE COMPONENTS, INCLUDING WATER METER BOX, SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR. NEW METER BOXES SHALL BE INSTALLED IN THE SAME LOCATION AS THE EXISTING UNLESS OTHERWISE INDICATED OR OTHERWISE DIRECTED BY SLWVD. NEW SERVICES SHALL BE PER SLWVD STANDARD DETAIL SD-4 OR SD-5. NEW SERVICE PIPING SHALL BE THE SAME SIZE AS THE EXISTING SERVICE PIPING EXCEPT IF THE EXISTING SERVICE PIPING IS LESS THAN 1-INCH DIAMETER. IF THE EXISTING SERVICE PIPING IS LESS THAN 1-INCH DIAMETER, NEW SERVICE PIPING SHALL BE 1-INCH DIAMETER.
 - PARCEL BOUNDARIES ARE IMPORTED FROM GIS AND FOR INFORMATION ONLY. CORNERS ARE NOT FIELD SURVEYED.
 - LOCATION OF GAS MAIN IS APPROXIMATE. PROVIDE A MIN. 5 FT SEPARATION.

UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
1-800
227-2600
TWO WORKING DAYS
BEFORE YOU DIG

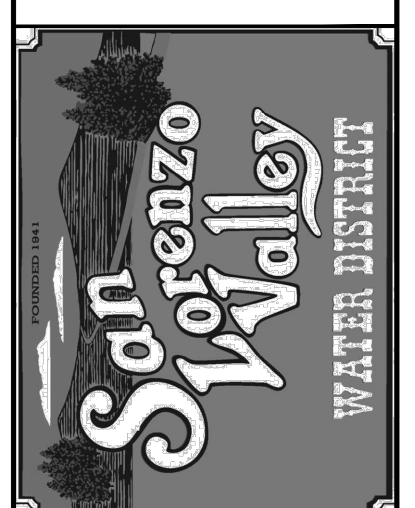


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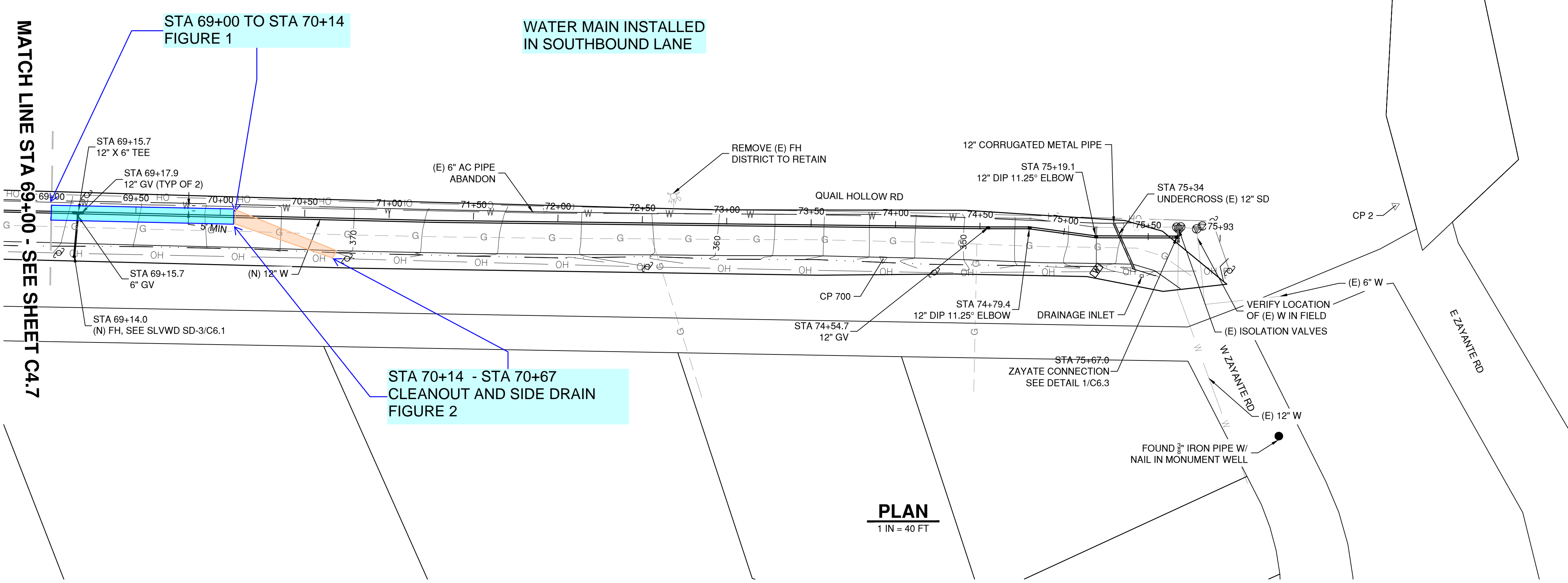
Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
3 Quail Run Circle, Suite 101
Saltinas, CA 95907-2348
(831) 883-4848



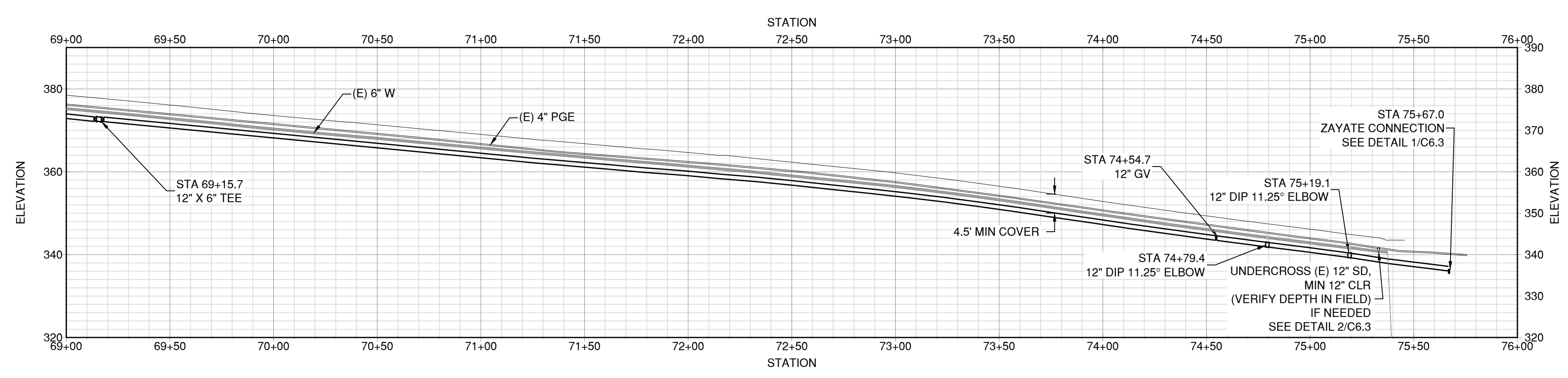
PLAN & PROFILE VI
QUAIL HOLLOW ROAD
PIPELINE REPLACEMENT



DESIGNED BY:	JCT DATE:	7/12/2021
DRAWN BY:	JCT DATE:	7/12/2021
QC CHECKED BY:	AAS DATE:	7/12/2021
PROJECT NO.:		
SCALE:	AS SHOWN	
SUBMITTAL:	100% SUBMITTAL	

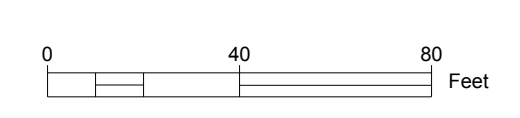


PLAN
1 IN = 40 FT



PROFILE
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VER. SCALE: 1 IN = 20 FT

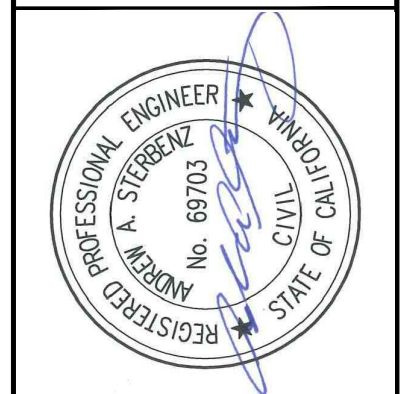
- NOTES:
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 - PARCEL BOUNDARIES ARE IMPORTED FROM GIS AND FOR INFORMATION ONLY. CORNERS ARE NOT FIELD SURVEYED.
 - LOCATION OF GAS MAIN IS APPROXIMATE. PROVIDE A MIN. 5 FT SEPARATION.



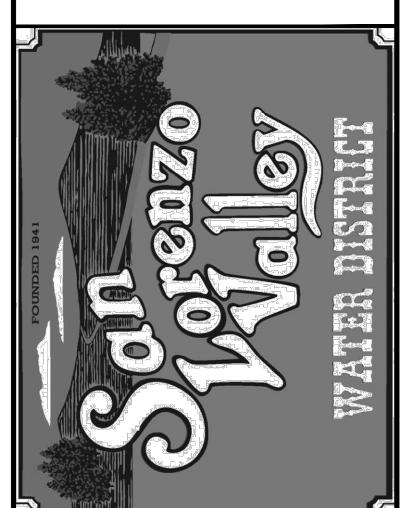
UNDERGROUND SERVICE ALERT
CALL: TOLL FREE
1-800-227-2600
TWO WORKING DAYS BEFORE YOU DIG

REV. NO.	DESCRIPTION	BY	DATE
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Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
3 Quail Run Circle, Suite 101
Salinas, CA 95307-2348
(831) 883-4848



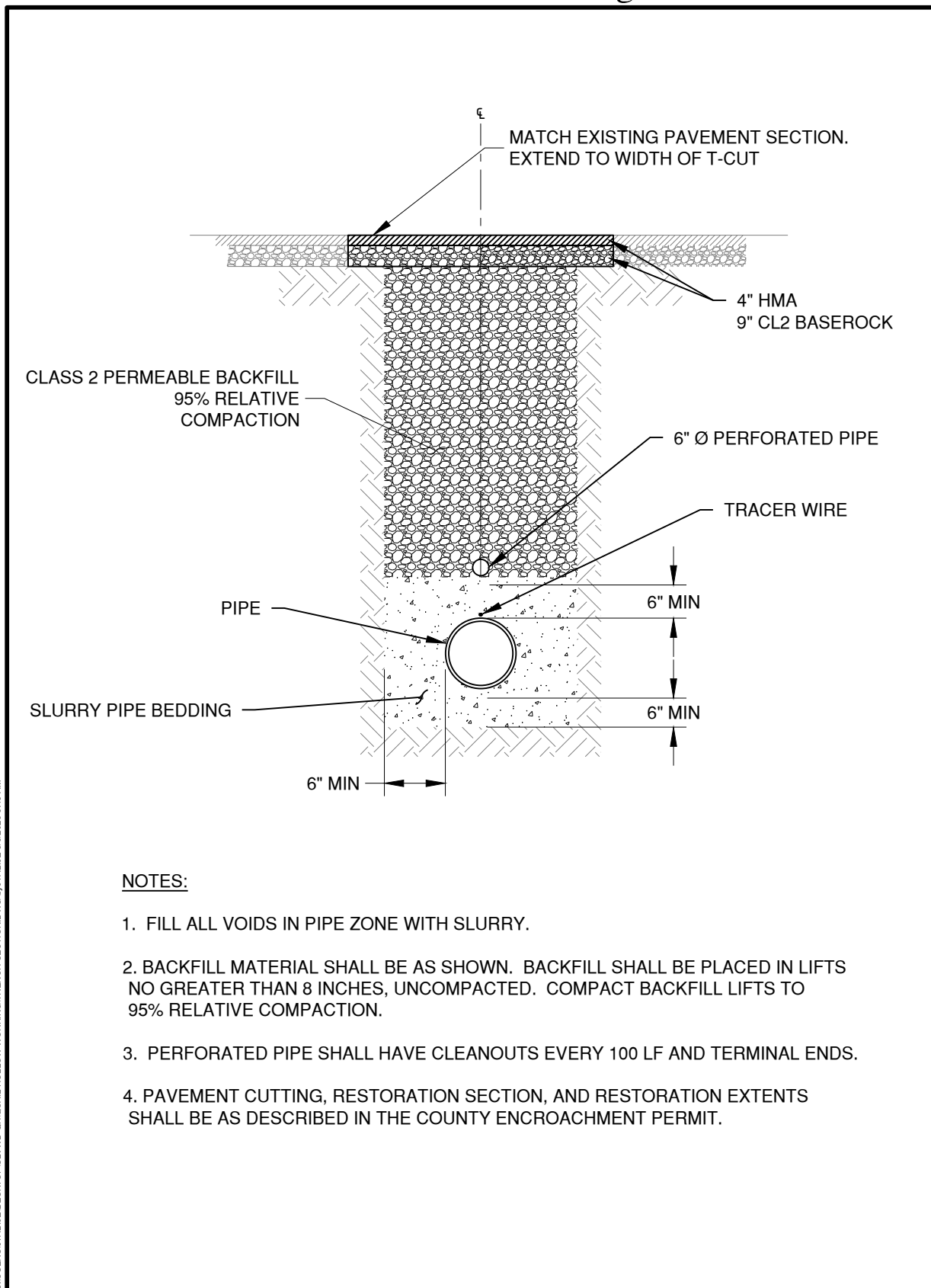
PLAN & PROFILE VII
QUAIL HOLLOW ROAD
PIPELINE REPLACEMENT



DESIGNED BY:	JCT DATE:	7/12/2021
DRAWN BY:	JCT DATE:	7/12/2021
QC CHECKED BY:	AAS DATE:	7/12/2021
PROJECT NO.:	C4.8	
SCALE:	AS SHOWN	
SUBMITTAL:	100% SUBMITTAL	

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Figure 1 - Trench Detail

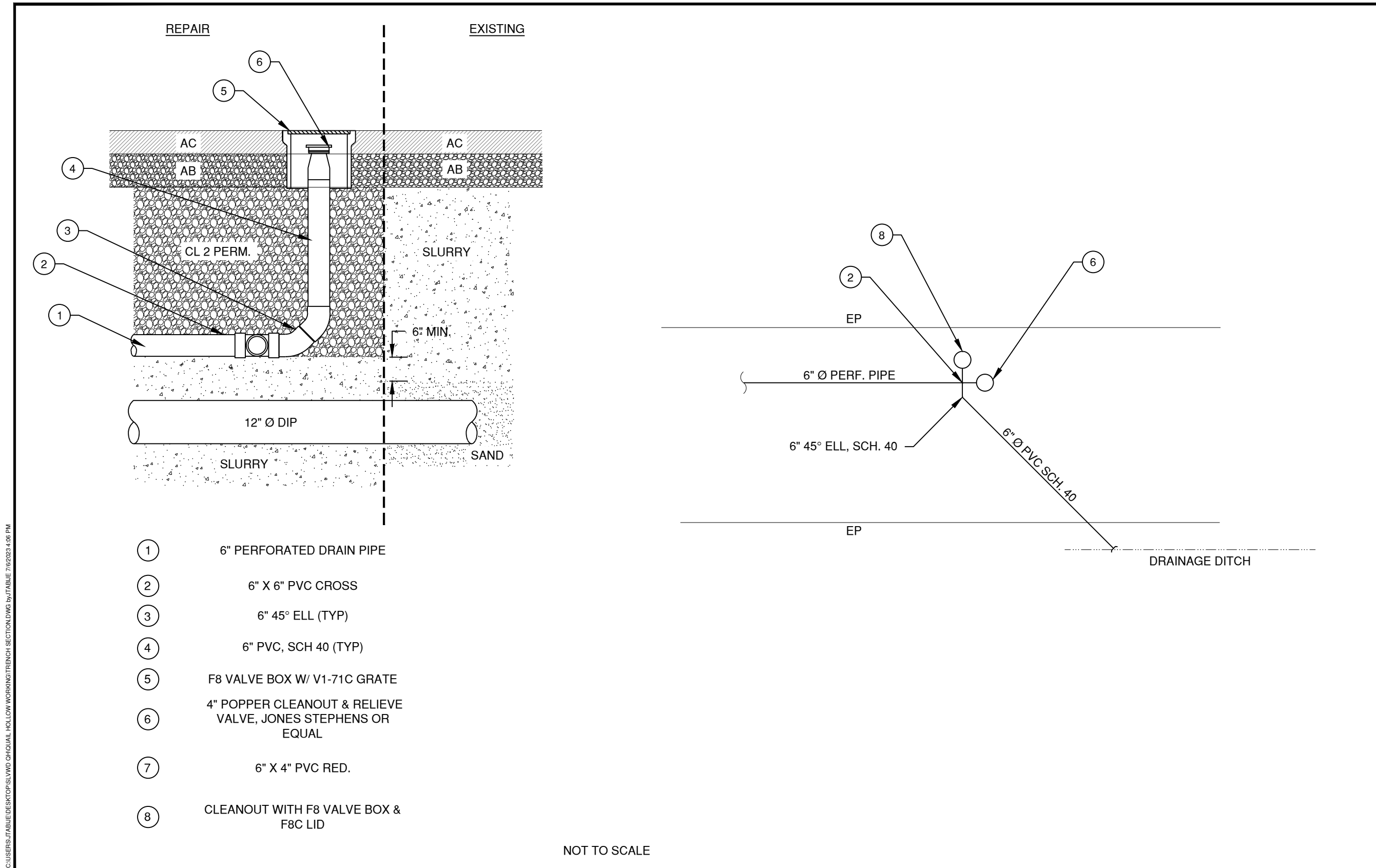


NOTES:

1. FILL ALL VOIDS IN PIPE ZONE WITH SLURRY.
2. BACKFILL MATERIAL SHALL BE AS SHOWN. BACKFILL SHALL BE PLACED IN LIFTS NO GREATER THAN 8 INCHES, UNCOMPACTED. COMPACT BACKFILL LIFTS TO 95% RELATIVE COMPACTION.
3. PERFORATED PIPE SHALL HAVE CLEANOUTS EVERY 100 LF AND TERMINAL ENDS.
4. PAVEMENT CUTTING, RESTORATION SECTION, AND RESTORATION EXTENTS SHALL BE AS DESCRIBED IN THE COUNTY ENCROACHMENT PERMIT.

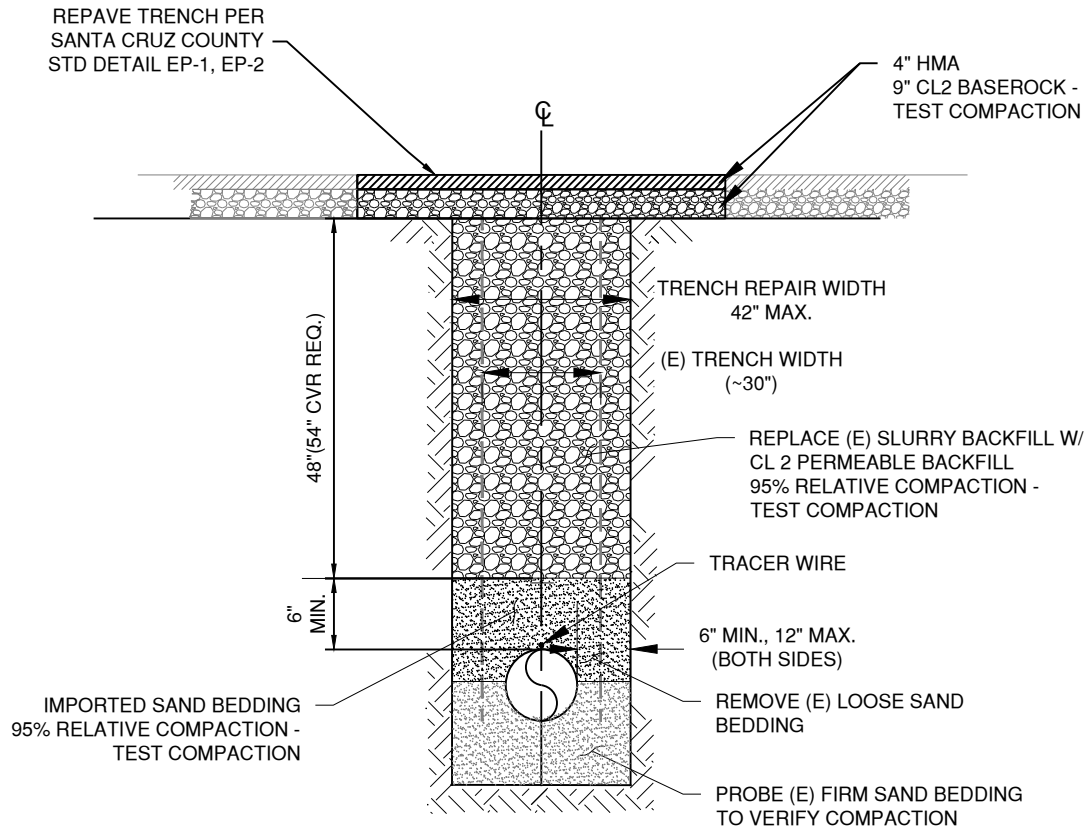
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Figure 2



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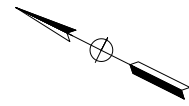
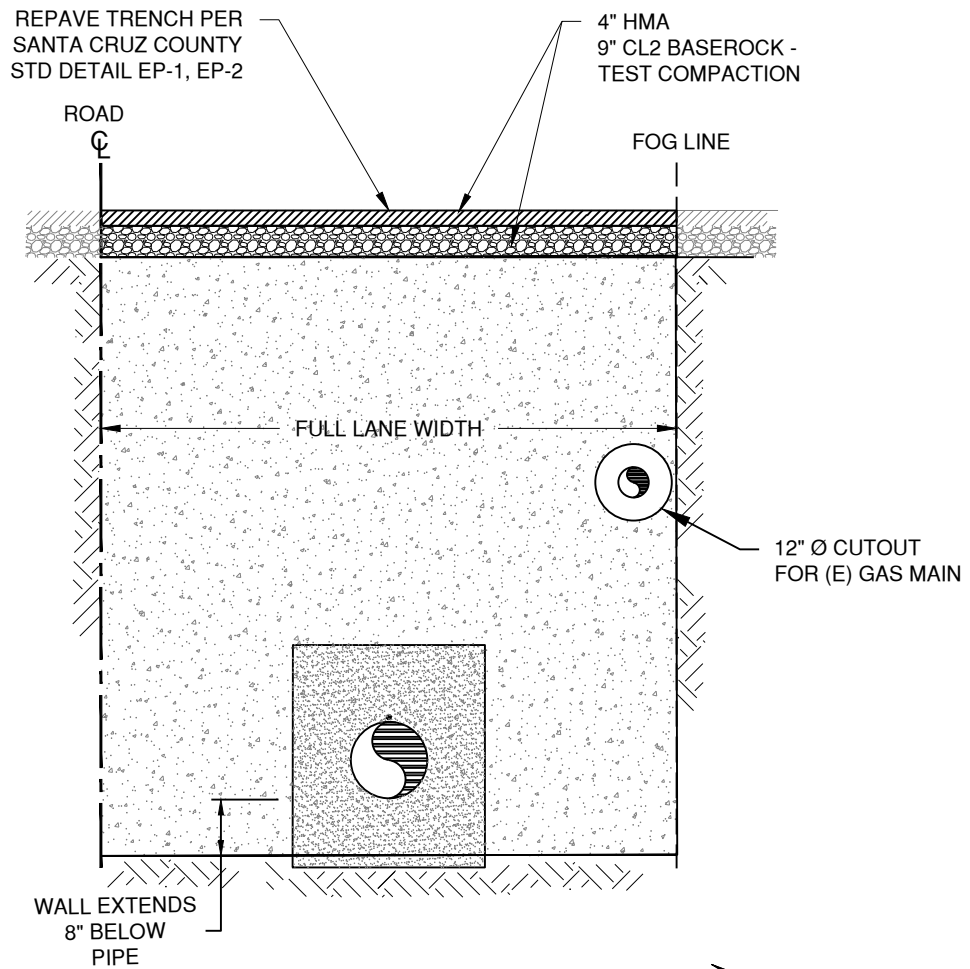
Figure 3 - Trench Repair Detail



TRENCH SECTION
QUAIL HOLLOW RD STA 62+00

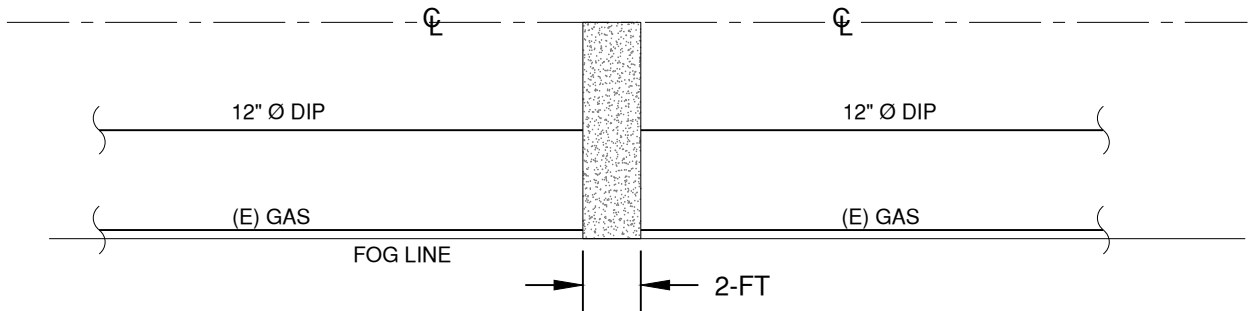
NOTE: BACKFILL AND BEDDING SHALL BE TESTED TO VERIFY COMPACTION

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FOG LINE

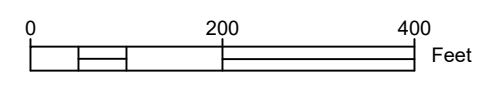
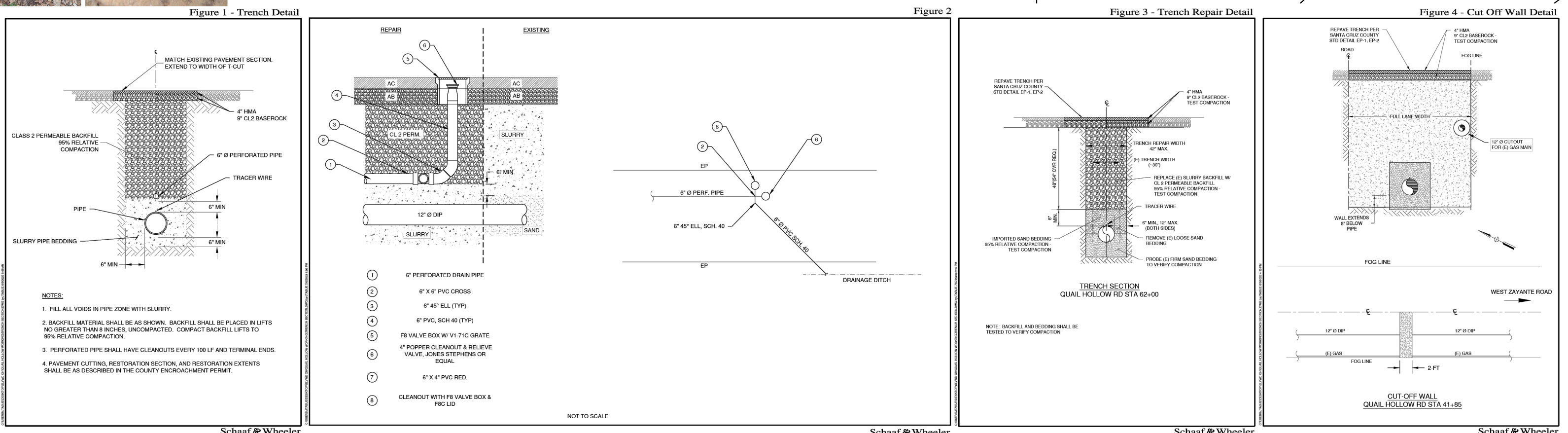
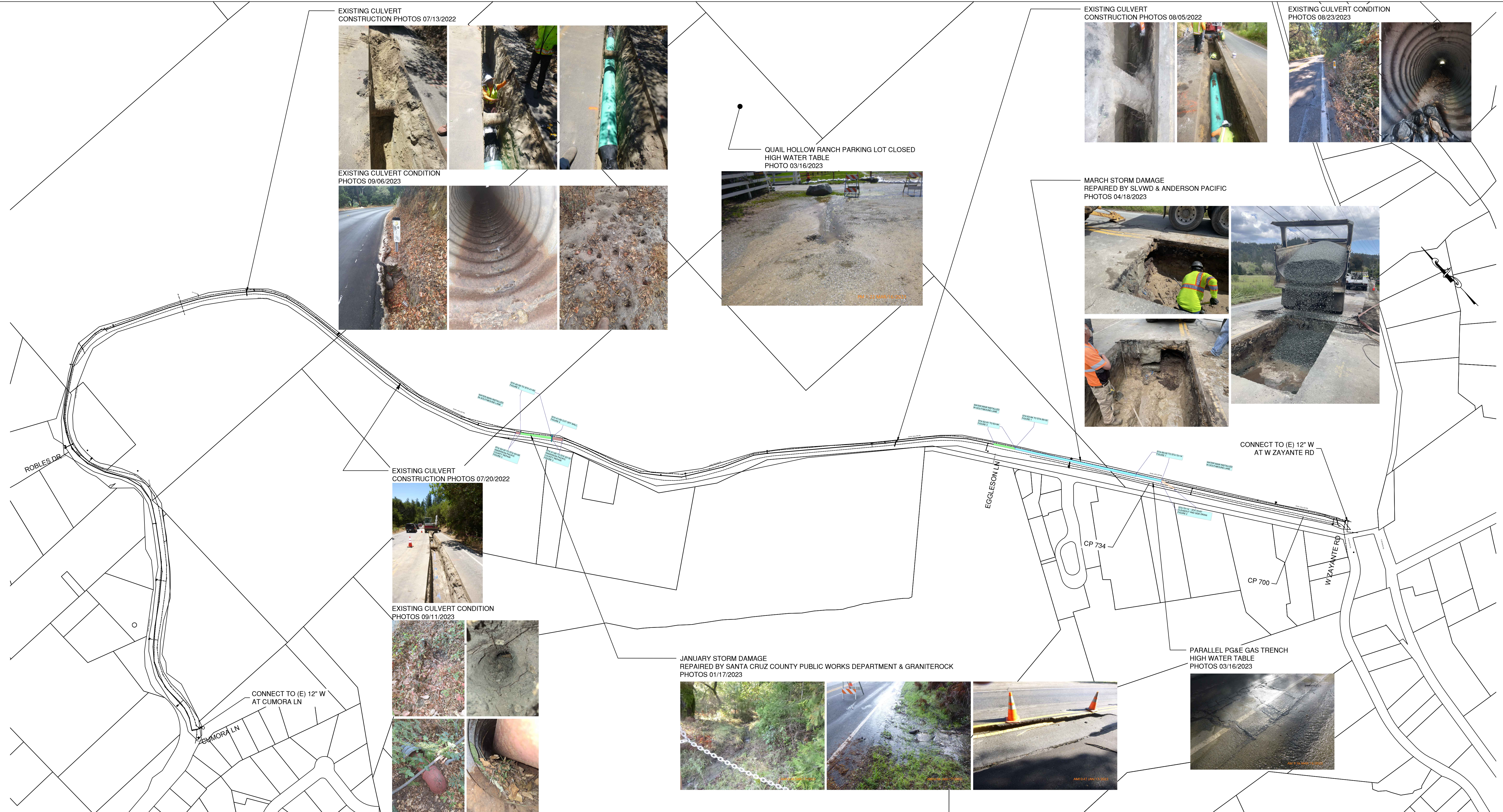
WEST ZAYANTE ROAD



CUT-OFF WALL
QUAIL HOLLOW RD STA 41+85

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File: C:\Users\GarretRoife\Desktop\Project Update\SLVMD Quail Hollow Engineering Committee Figure.dwg Date: Sep 11, 2023 - 12:29pm, GarretRoife



DATE: 09/14/2023
SCALE: NTS
DRAWN BY: GR
APPROVED BY: RR

No.	REVISION/ISSUE	DATE	BY

SAN LORENZO VALLEY WATER DISTRICT
ENGINEERING/ENVIRONMENTAL COMMITTEE MEETING
QUAIL HOLLOW ROAD
SUMMARY OF 2023 STORM DAMAGE REPAIRS

13060 Hwy 9
Boulder Creek, CA 95006
(831) 338-2153

SHEET
FIG 5

MEMO

DATE: October 19, 2023
TO: Board of Directors, San Lorenzo Valley Water District
FROM: Rick Rogers, District Manager
SUBJECT: District Manager Title Change to General Manager

WRITTEN BY: Holly Hossack
PRESENTED BY: Holly Hossack

STAFF RECOMMENDATION

It is staff's recommendation that the Board read this memo and the adopt the attached resolution.

RECOMMENDED MOTION

I move that the Board adopt the attached resolution changing the title of the District Manager to the General Manager.

BACKGROUND

In January 2023 the District Manager notified the Board of Directors of his intention to retire within the year. The Board of Directors formed an Ad Hoc Committee to initiate a search for a recruiter and to develop a new job description. The Ad Hoc Committee suggested that the title General Manager, rather than District Manager, makes it more clear that this the senior position in the District and that changing the title will help in recruiting. Also, General Manager is the most commonly used title for the most senior leader in a utility operation throughout the industry.

PRIOR COMMITTEE ACTION

None

FISCAL IMPACT

Staff time to go through documents and change the title where necessary.

ENVIRONMENTAL IMPACT

None

SAN LORENZO VALLEY WATER
DISTRICT RESOLUTION NO. XX (23-24)

SUBJECT: RESOLUTION CHANGING THE TITLE OF THE DISTRICT MANAGER
TO THE GENERAL MANAGER

WHEREAS, the District Manager has notified the Board of Directors of his intention to retire; and

WHEREAS, the Board of Directors has formed an Ad Hoc Committee consisting of two Board members to begin the recruitment process; and

WHEREAS, it is the opinion of the Ad Hoc Committee that the title General Manager, rather than District Manager, makes it more clear that this is the senior position in the District and will help in recruiting, and

WHEREAS, General Manager is the most commonly used title for the most senior leader in a utility operation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Lorenzo Valley Water District that the District Manager shall from this time forward be the General Manager.

AND BE IT FURTHER RESOLVED that the General Manager is directed to make the necessary changes to District documents reflecting such.

PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the ____ day of _____, 2023, by the following vote of the members thereof:

AYES:
NOES:
ABSTAIN:
ABSENT:

Holly B. Hossack
District Secretary
San Lorenzo Valley Water District

MEMO

DATE: Oct 13, 2023

TO: Board of Directors, San Lorenzo Valley Water District

FROM: Gail Mahood, Director, and Rick Rogers, District Manager

SUBJECT: Responding to the damaging impact Director Fultz is having on the District by conduct and behavior that is causing senior staff to leave

WRITTEN BY: Gail Mahood, Director

PRESENTED BY: Gail Mahood, Director

STAFF RECOMMENDATION

It is recommended that the Board discuss the damaging impact Director Fultz is having on the District by conduct and behavior that is causing senior staff to leave, and consider potential remedies to protect the District from further harm.

RECOMMENDED MOTION

The two key questions are whether the Board wants to formally recognize Director Fultz's behavior as detrimental to the District and whether the Board wants to explore and potentially pursue measures designed to protect the District from further damage. Based on its discussion, the Board may decide to formulate a motion, direct the District Manager to take action, have District Legal Counsel investigate further and make recommendations, or take no action.

BACKGROUND

Problem Statement

Staff have found Director Fultz uniquely difficult to work with since shortly after he took office in December 2018. The negative impacts of Director Fultz's behavior have intensified since 2020 when staff began laboring under extraordinarily difficult circumstances: working through the COVID pandemic lockdown, responding 24/7 to emergencies during the 2020 CZU wildfire and last winter's damaging storms, and absorbing the added workload of recovery from these natural disasters. This period has been made more difficult by vacancies arising in four of the District's management positions, and difficulty in attracting outside candidates for these and other positions. Newly promoted management staff have been asked to take on new, challenging tasks and to assume a Board-facing role for the first time, all the while operating with staff shortages in their department.

Under these circumstances, it is more important than ever that every Board member shows appreciation for the hard work of staff; does not unnecessarily increase staff workload as a result of their requests or conduct; and is respectful in their interactions with staff.

Unfortunately, staff's reported experience of Director Fultz has been very different from this, and this has led to the abrupt departures of two management staff:

(1) District Manager Rick Rogers moved up his retirement date to November 3, 2023, because he could no longer tolerate the effect that dealing with Director Fultz was having on his health. As a result, the District will not have the overlap the Board had anticipated between Rick Rogers and his replacement, and the Board is scrambling to find an interim District Manager on short notice.

(2) Kendra Reed resigned as Director of Finance on September 29, 2023. In her resignation letter (see attachment) and in her remarks at her last Board meeting on October 5, 2023 (see link below), Kendra stated that disrespectful behavior by Bob Fultz had taken a toll on her mental health and was the primary reason for her resignation. The abrupt departure of the Director of Finance in the midst of audit season and the ongoing Rate Study is especially damaging to the District.

The resignations of these two key high-level employees were almost entirely due to the adverse effects of their interactions with Director Fultz. It is a reasonable concern that other management staff could follow given that they possess highly marketable skills. For that reason, the Board has a responsibility to address the problem, and it should do so directly and publicly so that it is transparent to our ratepayers why there have been abrupt departures by two management staff.

The purpose of this memo is to urge the Board to take action that will protect the District from further harm, while still preserving the benefits to the District of Director Fultz's expertise in finance, IT, and communication systems. The ultimate goal of this action is to increase the positive impact of the Board on the efficient functioning of the District. There is no intention to punish Director Fultz or to make a case for censure or reprimand; the intention is purely to protect staff.

Specific Violations of Board Policy

In order for the Board to arrive at an appropriate action, it is important to lay out the three main ways in which Director Fultz creates an unhealthy work environment for management staff:

(1) Staff experience Director Fultz as being not respectful in many of his interactions with them. He may be superficially civil, but he habitually uses language in his interactions with staff at Board and Committee

meetings that staff find demeaning and dismissive, sometimes to the point of being insulting. Staff perceive his constant criticism of their reports and presentations as calling into question their competence, his nitpicking about details as harassing, and his repetitious questions as badgering. The effect of this behavior is amplified by the fact that Director Fultz speaks longer and more frequently than the other four members of the Board at its meetings, making for an overall negative tone that staff find wearing and demoralizing.

This behavior is a violation of the District's Respectful Workplace Policy:

Disruptive and Disrespectful Behavior:

Disruptive and disrespectful behavior is any conduct or behavior that disrupts civility and co-operation in the workplace and interferes with efficient and effective workflow. Disruptive behavior is any behavior in the form of hostile or unwanted conduct, verbal comments, actions or gestures that affect an employee's dignity and psychological or physical integrity. A single serious incident of such behavior that has a lasting harmful effect on an employee may also constitute disruptive and disrespectful behavior. Such behavior may include but is not limited to the following:

In particular:

- *Non-constructive criticism addressed in such a way as to intimidate or undermine confidence.*

2) At Board meetings, at Committee meetings, and in his request for information from staff behind the scenes, Director Fultz frequently attempts to insert himself into the details of day-to-day operation of the District and specify outcomes of decisions that should be left to staff with only high-level oversight by Board members.

This is in violation of the Board Policy Manual:

5. CODE OF CONDUCT

F) The primary responsibility of the Board of Directors is the formulation and evaluation of policy. Routine matters concerning the operational aspects of the District are to be delegated to the District Manager and staff. Directors shall not be involved in the day-to-day operations of the District.¹

(3) Director Fultz undermines the staff and unnecessarily creates more work for them by engaging in private communications with ratepayers about their concerns and complaints.

This is in violation of the Board Policy Manual:

8. ROLE OF INDIVIDUAL DIRECTORS

C) When requesting information from staff, Directors shall contact the District Manager. When responding to constituent requests and concerns, Directors should reroute such inquiries to the District Manager.

K) Directors should practice the following procedures:

7. In handling complaints or inquiries from residents and property owners of the District, said complaints should be referred to the District Manager and may be followed up by the Board of Directors.

1

The Board determines what action to take if there is a violation of the Code of Conduct, per:
5. CODE OF CONDUCT

L) Sanctions for violations of this Code of Conduct shall be determined by the Board of Directors. The sanctions imposed shall depend upon the severity of the violation or violations.

Possible Remedies for Discussion by the Board

We now know from the abrupt departures of our District Manager and Director Finance, that if there are not restraints put on Director Fultz's behavior (either voluntarily self-imposed by him or externally imposed by the Board), there is a substantial risk of further damage to the District by staff departures, at a time when it is already under extraordinary stress.

The District's Respectful Workplace Policy outlines a procedure for dealing with complaints regarding disrespectful workplace behavior.

If a Board Member is perceived to be the cause of a disrespectful workplace behavior incident involving District personnel, the report will be made directly to the District Manager and referred to the District Counsel who will undertake the necessary investigation. The District Counsel will report his/her findings to the Board of Directors, which will take the action it deems appropriate.

Pending completion of the investigation, the District Manager may at his/her discretion take appropriate action to protect the alleged victim, other employees, or citizens.

A review of CSDA resources and a discussion with District Counsel suggest other possible remedies the Board could also discuss.

- The District Manager may excuse staff (other than the District Secretary) from attending Board meetings to minimize adverse interactions.
- All questions asked by Director Fultz at Board and Committee meetings must be directed at the District Manager, who can decide whether to answer the question himself or to pass the question along to the relevant staff member.

- Director Fultz must submit any questions to staff about Board and Committee agenda items in advance of the meeting to allow the staff members to prepare, and to relieve the stress caused by fear of being blind-sided.
- By Board action, remove Director Fultz from the Engineering and Environmental Committee to lessen opportunities for adverse interactions with staff.

ENVIRONMENTAL REQUIREMENTS

None.

FISCAL IMPACTS

Conduct and behavior by Director Fultz that is not consistent with the Board Policy Manual and the District's Respectful Workplace Policy has a financial cost that is significant but difficult to quantify. Most of these costs are inefficient use of staff time spent responding to Director Fultz's intrusive requests for information or preparing for presentations so as to reduce unconstructive objections by Director Fultz. Costs that can be quantified include:

- District Legal Counsel helping staff prepare for meetings so as to minimize adverse interactions between staff and Director Fultz;
- Extra meetings by the Board and the expense of consultants helping with the search for an interim District Manager;
- The cost of hiring a consultant to fill the role of the Director of Finance; and

- Likely additional charges by Raftelis for work on the Rate Study beyond the scope of their original proposal now that the District staff person most knowledgeable of the process has resigned.

PRIOR COMMITTEE AND BOARD ACTION

In its April 2021 revision of the Board Policy Manual, the Board voted to place a limit on Board members contacting the District Legal Counsel² after it was determined that Director Fultz was doing so at a rate several times greater than other Board members (at a cost of \$375-390/hour).

ATTACHMENTS AND RELEVANT LINKS TO THE DISTRICT WEBSITE

[Link to SLVWD Board Policy Manual](#)

[Link to SLVWD Respectful Workplace Policy](#)

[Kendra Reed's resignation letter](#)

[Link to recording of Oct 5, 2023, Board of Directors meeting](#)

² Relevant excerpt from 2021 Board Policy Manual:

8. ROLE OF INDIVIDUAL DIRECTORS

D) From time to time, an individual director may need to contact District Counsel directly regarding potentially sensitive legal matters; however, such individual contacts should be infrequent and limited to no more than a half hour in any month unless the District Manager approves additional time for a particular matter.



**BOARD OF DIRECTORS
SAN LORENZO VALLEY WATER
DISTRICT
SPECIAL MEETING
MINUTES
SEPTEMBER 14, 2023**

Thursday, September 14, 2023, at 5:30 p.m., SLVWD Conference Room, 12788 Highway 9, Boulder Creek and via videoconference and teleconference.

1. **Convene Meeting: 5:30 p.m.
Roll Call**

Board Members Present:

Mark Smolley, President
Jeff Hill, Vice President
Jaime Ackemann, Director
Bob Fultz, Director
Gail Mahood, Director

Staff Present:

Barbara Brenner, District Counsel*
Holly Hossack, District Secretary
Scott Mattoch, Network Specialist

*attended virtually

2. **Changes to Closed Session Agenda: None**
3. **Oral Communications Regarding Items in Closed Session: None**
4. **Adjournment to Closed Session: 5:32 p.m.**
5. **Re-Convene Meeting: 6:30 p.m.
Roll Call**

Board Members Present:

Mark Smolley, President
Jeff Hill, Vice President
Jaime Ackemann, Director
Bob Fultz, Director
Gail Mahood, Director

Staff Present:

Barbara Brenner, District Counsel*
Holly Hossack, District Secretary
Scott Mattoch, Network Specialist

Rick Rogers, District Manager
Kendra Reed, Director of Finance and Business Services

6. **Report Actions Taken in Closed Session:** None

7. **Additions and Deletions:** None

8. **Oral Communications:**

9. **Unfinished Business:**

a. COST OF SERVICE ANALYSIS AND RATE DESIGN STUDY

Director Mahood, Chair of the Budget & Finance Committee, introduced and explained this item. She shared the *Goals for Tonight's Meeting* (attached).

B. Fultz interjected that he doesn't know if a Board member has ever made a presentation like this and thought it should have been in the agenda packet.

M. Smolley said that he could have 2 clarifying questions before we move on to the Raftelis presentation.

B. Fultz questioned the reserve target levels and are the operating expenses a commitment to the community.

Sudhir Pardiwala, Raftelis, presented the Financial Plan for the Rate Study.

Discussion by the Board regarding underground or above ground piping:

- How to reconstruct the raw water cross-country pipeline
 - Development of the cost estimate for the above ground piping
 - Splitting Peavine from the 5-mile pipeline (at least 60%)
 - Making a decision on above or below ground
- Value based decision
 - Invasiveness
 - Timeframe
- Supply line could be a separate Prop 218 process (like the surcharge)
- Commitment to the community budgeted
- Projection with the best knowledge we have
- Use the \$25M as a number and start with Peavine
- 3 - 5 years of EIR for underground piping

Discussion by the Board regarding:

- Assumptions
 - Inflation
 - Previous budgets
- Staff bandwidth for \$27M in capital projects in FY2024
- Availability of the model

- Front loading revenues (restricted)
- Take out debt (loan 20 yr. or 30 yr., bond?)
- Model shows loan debt

B. Holloway interrupted the meeting with a point of order statement that the “staff should address the chair and not be asking the speaker. If the chair wants to ask the speaker but the staff should not be interjecting and also the chair should make clear in this State, you cannot be required to say your name to participate in one of these meetings”.

J. Ackemann noted that a member of the public cannot be leaping up and making points of order. You will be given your 3 minutes to speak.

Unidentified member of the public questioned if a decision has to be made on the model now. (The Board needs to provide Raftelis with a decision on the revenue model to take the next step in the Rate Study.)

B. Silver, Bear Creek Estates Wastewater customer, questioned if they will be required to pay more. Wastewater costs are obscene.

J. Gary, Camp Campbell, addressed the Board to question the use of reserves for operating. (Reserves are used for operating if needed and if they are not earmarked for a specific project.)

B. Holloway, Boulder Creek, addressed the Board to say that the above ground/below ground issue was not on the B & F Committee agenda at all but it was substantially discussed. And he told them it was on the Engineering Committee for this week. He is disturbed. It’s not on the agenda tonight for this meeting. Be careful of the Brown Act.

J. Ackemann said that she doesn’t believe that the Board is making a decision on above ground or below ground. They trying to determine how much money do they want to project in future budgets for project costs associated with Peavine.

J. Mosher, Felton and the on Budget & Finance Committee, the Rate Study was on the agenda for the B & F Committee and the above ground or below ground was a major issue in that agenda item. Above ground is the best approach, he feels. He thinks the capital spending number is unrealistic.

C. Dzendzel, congratulations on discussion on these important issues. Loss of personnel is real and should be planned for.

A. Layng, Boulder Creek, confused by the discussion of above or below grade. The numbers confused her.

C. Shiermeyer, SLV Union School District Superintendent, asked that the Board consider the School District when they are setting the rates. The School

District is the largest employer and also the one of largest water users in the Valley. They can't charge more when their rates go up.

S. Pardiwala noted that there are quite a few unknowns. If you go with the higher amount and you don't need the higher rate you can make a lower revenue adjustment but you won't have to go back for another Prop 218 process if you do need more.

Discussion by the Board regarding:

- Utilizing the \$25M for the purpose of the Rate Study
- No conclusions have to be made tonight
- The presentation should have been in the agenda
- The Brown Act and the Budget & Finance Committee
- CZU Surcharge included in the Financial Plan
- Prop 218 vote being held over the holidays. Not voting is a yes vote.

8:26 p.m. G. Mahood left the meeting.

Discussion by the Board regarding:

- Further discussion next week
- Next step is to look at the calendar
- Staff has been preparing an agenda every week for 4 weeks
- The Prop 218 is a legal process that has been governed and passed by the State of California and dictates to us the way that we are allowed to set our rates.

10. **Adjournment:** 8:33 p.m.

Minutes approved: _____

Holly B. Hossack, District Secretary

Goals for tonight's meeting:

- Receive input from the public
- Discuss revenue model in order to move the Board toward a consensus view, so Raftelis can proceed to the next step--developing alternative rate structures

Scenarios of the revenue models presented tonight are slightly revised from those presented on Sept. 7, and reflect the consensus view of the B&F Committee and staff considering two big questions:

- 1. How do we rebuild the cross-country raw water pipelines: above-ground or buried?***
- 2. Do we concur with the assumptions Raftelis used in the revenue model?***

1. How do we rebuild the cross-country raw water pipelines: above-ground or buried?

Scenarios of financial model will be shown for both:

- above-ground at an estimated cost of \$25M
- buried at an estimated cost of \$52M

Consensus view of B&F Committee is to go with the above-ground option.

2. Do we concur with the assumptions Raftelis used in the revenue model?

A) Are the rates of inflation adopted for various categories of expenses appropriate?

Years 1 and 2: use averages for the last 3 years

Years 3-5: use 10-yr long-term averages

B) The revenue model assumes that expenses will grow at the rate of inflation.

Should the model account for new incremental one-time and ongoing expenses?

No modification to model

C) Is it realistic to assume the District will complete \$27M in capital projects in FY2024 and more than \$50M in FY2024-2026?

No. Capital expenditures have been spread out over a longer period of time.

D) Are the reserve target levels set appropriately?

Yes. They are based on the District's reserve policy adopted in 2020-21, assuming an estimate of \$375M for the value of total capital assets.

E) How fast do we want to reach target reserve levels?

Increase reserve levels every year, reaching reserve target levels in Year 4.

F) Do we want constant annual increases in revenues or should we "front-load" increases?

Front load revenues to be higher in Years 1 and 2 than in Years 3-5.

G) Do we want to take out debt? If so, in what form(s) (e.g., loan, bond issue)?

Revenue model shows debt in form of market loan (20 years @ 4.3% interest).
Bond possibility needs further discussion.



**BOARD OF DIRECTORS
SAN LORENZO VALLEY WATER
DISTRICT MEETING
MINUTES
SEPTEMBER 21, 2023**

Wednesday, August 30, 2023, at 6:30 p.m., at the Board Conference Room, 12788 Highway 9, Boulder Creek, and 11 Biltmore Ln., Menlo Park, CA.

**1. Convene Meeting: 5:31 p.m.
Roll Call**

Board Members Present:

Mark Smolley, President
Jeff Hill, Vice President
Jayme Ackemann, Director
Bob Fultz, Director
Gail Mahood, Director*

Staff Present:

Barbara Brenner, District Counsel*
Holly Hossack, District Secretary

Attended remotely*

- 2. Additions and Deletions to Closed Session Agenda: None**
- 3. Oral Communications Regarding Items in Closed Session: None**
- 4. Adjournment to Closed Session: 5:33 p.m.**
- 5. Re-Convene Meeting: 6:37 p.m.**
- 6. Report of Actions Taken in Closed Session: No actions to report**
- 7. Adjournment: 6:39 p.m.**

Minutes approved: _____

Holly B. Hossack, District Secretary

MEMO

DATE: October 19, 2023
TO: Board of Directors, San Lorenzo Valley Water District
FROM: Environmental Programs Manager
SUBJECT: September 2023 Environmental status Report

WRITTEN BY: Carly Blanchard
PRESENTED BY: Carly Blanchard

STAFF RECOMMENDATION

It is recommended that the Board of Directors review and file the Environmental Department status report for September 2023.

GRANTS (ONGOING)

DWR URBAN COMMUNITY DROUGHT RELIEF GRANT PROGRAM

The District was awarded grant funding for fire hardening and drought relief of water tanks (\$4,500,000) by the Department of Water Resources. Grant agreement draft in final draft.

INFRASTRUCTURE GRANTS

Bureau of Reclamation WaterSMART Small-scale Efficiency Grant Program

- First invoice submitted.

Congressional Community Project Funding

- Staff spoke with Panetta staff and should hear by end of November if awarded.

Upcoming grants:

USDA Community Wildfire Defense Grant Program

- Fuel reduction around critical infrastructure. Funding request to be determined.

State Revolving Funding (SRF) - Forest Springs

- Application in process for funding assistance for tank & lateral replacements

SEE GRANT TRACKING TABLE [HERE](#) FOR FURTHER INFORMATION ON DISTRICT GRANTS APPLICATIONS AND AWARDS

WATER RIGHTS (On-going)

CBEC (hydrology consultant) is in process of completing supporting data for diversion permitting with CDFW/NMFS.

ENVIRONMENTAL COMPLIANCE - CAPITAL IMPROVEMENT PROGRAM (ONGOING)

CONJUNCTIVE USE

- Regulatory agency permitting (including diversion permitting) in progress.
- Staff working on operational planning.
- Loch Lomond Feasibility Request for Proposals (RFP) released. Closes October 31st, 2023.

SANDHILLS HABITAT CONSERVATION PLAN (HCP) FOR THE SAN LORENZO VALLEY WATER DISTRICT CAPITAL IMPROVEMENT PLAN

Staff working with consultant to move document forward based on future maintenance and projects occurring in sandhills.

CIP PROJECT PERMITTING

Staff is working to secure permits for the following Projects:

Current Projects

1. CIP Project Permitting

- a) Lyon & Big Steel Pipeline
 - Biologists on-call
- b) Redwood Park Tank
 - Awaiting project start
- c) Blue Ridge Tank Replacement
 - Biologists on-call
- d) Lyon Treatment Plant Access Road Slide (FEMA funded - 2023)
 - Awaiting FEMA
- e) 5-mile and Peavine pipeline
 - Tree surveys complete in May 2023
 - Recommendation discussed with Committee 9/14/23
- f) Huckleberry Island pipeline replacement
 - CEQA NOE to be refiled with updated easement information. Awaiting legal direction.
- g) Bracken Brae & Forest Springs Consolidation
 - Initial biological surveys completed
 - a. No special status species found
- h) Fuel Reduction Annual Maintenance Contract
 - Fuel reduction contract awarded, contract in review.
- i) Felton Heights Tank
 - Environmental consultant kick-off meeting scheduled for September 2023
- j) Bear Creek Estates
 - Staff seeking alternate funding sources.
- k) Alta Via
 - Notice of Exemption (NOE) filed
 - FEMA meeting scheduled in September to move ahead Environmental Historic Preservation (EHP) process for cross-country section
- l) Zayante drive pipeline

- Awaiting start date
 - m) Fall Creek Fish Ladder
 - Permit extension may be needed
 - n) Valley Gardens will serve letter
 - Package submitted to SANDIS Engineering for review
 - Staff planning to bring the recommendation to the ENV/ENG Committee
 - o) Orman, Hermosa, and Juanita Pipelines
 - NOEs filed in March 2023
2. FEMA
- a) Staff working with Panorama Environmental to complete all FEMA project Environmental and Historic Preservation (EHP) reviews.
 - b) Staff reviewing proposals for Public Assistance Management Services for all District FEMA projects

WATERSHED MANAGEMENT/ STEWARDSHIP

SOLAR PANELS

Staff working to complete contract with Good Clean Sun.

OLYMPIA PATROL (ONGOING)

Report received for September 2023, no trespassing reported.

WATERSHED TRESPASS (ONGOING)

None reported in September.

WATER CONSERVATION (ONGOING)

EXECUTIVE ORDER N-7-22

District in Water Shortage Stage 1

RAIN UPDATE

Water year 22/23 (October 1, 2022 - September 30, 2023) totals in downtown Boulder Creek thus far are approximately 70.94 inches. For current rain fall totals visit <https://www.slvwd.com/about-us/pages/local-weather-rainfall>

PUBLIC OUTREACH

Miller Maxfield provides outreach summary on a quarterly basis. For latest outreach information see February 2023's status report.

NETWORKING & COLLABORATIONS

GREEN BUSSINESS PROGRAM

In 2017 the District was certified as a Santa Cruz County Green Business. Staff is working with Green Business certifiers to complete certification for 2021-2023.

SANTA CRUZ NATURAL HISTORY MUSEUM EARTH STEWARDSHIP PROGRAM

Restarting in Spring 2024

SAN LORENZO VALLEY WATER DISTRICT

PRODUCTION COMPARRISON

Source	September-23	August-23	September-13	Percent Difference This Year To 2013
North System				
Surface Water Sources				
Foreman Creek	7,991,000	10,420,000	8,522,000	
Peavine Creek + Hydro			2,025,000	
Clear Creek			0	
Sweetwater Creek			0	
Sub-Total (Streams)	7,991,000	10,420,000	10,547,000	-24.23%
Wells (North)				
Olympia No. 2	780,000	2,006,000	13,738,000	
Olympia No. 3	564,102	1,702,670	10,191,000	
Quail Well No. 4-A	9,999,000	10,021,000	8,700,000	
Quail Well No. 5-A	1,412,100	7,039,100	5,812,000	
Sub Total North Wells	12,755,202	20,768,770	38,441,000	-66.82%
South System Wells				
Pasatiempo 5A	4,603,900	4,893,000	N/A	
Pasatiempo 6	-	-	10,349,000	
Pasatiempo 7	1,336,000	1,644,000	3,244,000	
Pasatiempo 8	3,680,560	3,901,450	N/A	
Sub Total Pasatiempo Wells	9,620,460	10,438,450	13,593,000	-29.22%
North South All Sources Combined	30,366,662	41,627,220	62,581,000	-51.48%
Felton System - Surface Water				
Fall Creek	16,992,351	16,333,518	11,993,200	
Bennett Spring	3,634,988	3,820,287	3,458,100	
Bull 1 & 2	-	-	0	
Total Felton System Sources	20,627,339	20,153,805	15,451,300	33.50%
Manana Woods System				
Well 1	-	-	0	
Total Manana Woods Sources	-	-	0	
Sub - Total Production				
North / Felton / Manana	50,994,001	61,781,025	78,032,300	-34.65%
Surface	28,618,339	30,573,805	25,998,300	10.08%
Wells	22,375,662	31,207,220	52,034,000	-57.00%
Total Surface Water Percentage	56.12	49.49	33.32	68.44%
Total Wells Percentage	43.88	50.51	66.68	-34.20%

**SAN LORENZO VALLEY WATER DISTRICT
PRODUCTION BY SYSTEM
+/- INTERTIES
August 2023**

North System All Sources	30,366,662
Interties IN +	19,026,787
Interties OUT -	17,787,610
TOTAL NORTH SYSTEM	31,605,839
Felton Water system All Sources	20,627,339
Interties IN +	222
Interties OUT -	17,882,906
TOTAL FELTON SYSTEM	2,744,655
Manana Woods System	
Manana Woods Well 1	0
Interties IN +	0
TOTAL MANANA WOODS	0

SAN LORENZO VALLEY WATER DISTRICT INTERTIE USAGE August 2023

INTERTIE 2

SLVWD to SVWD -

SVWD to SLVWD 0

INTERTIE 3

SLV SOUTH to SLV NORTH 1,143,881

SLV NORTH to SLV SOUTH 16,031,084

INTERTIE 4

SLVWD to MHWD 0

MHWD to SLVWD 0

INTERTIE 6

SLV NORTH to SLV FELTON 222

SLV FELTON to SLV NORTH 17,882,906

LOMPICO INTERTIE

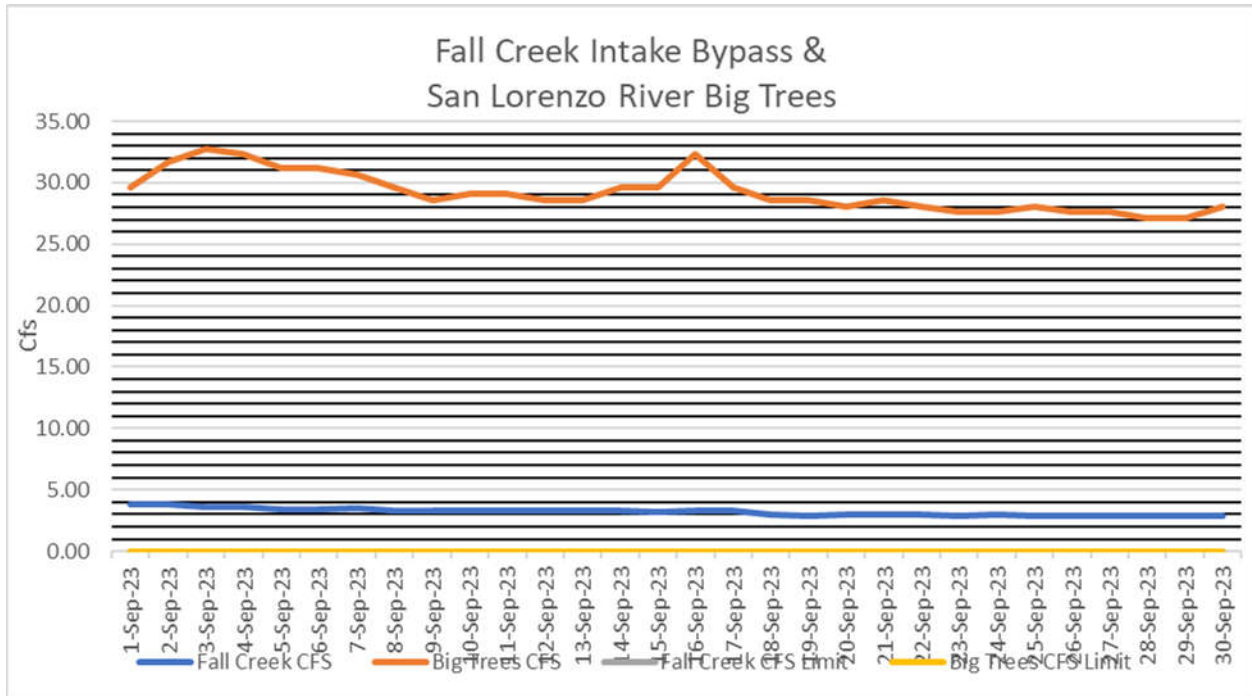
SLV NORTH to LOMPICO 1,756,304

SAN LORENZO VALLEY WATER DISTRICT
MONTHLY LEAK REPORT
September 2023

Agenda: 10.19.23
Item: 12.2

Leak Type	NORTH SYSTEM	Town	Gallons Lost
400 MAIN LEAKING	8040 HERMOSA AVE	BEN LOMOND	51,840
400 MAIN LEAKING	9407 MILL ST	BEN LOMOND	648,000
400 MAIN LEAKING	8035 FERNWOOD AVE	BEN LOMOND	30,000
400 MAIN LEAKING	9335 MILL ST	BEN LOMOND	1,200
400 MAIN LEAKING	IRWIN BOOSTER HUD LINE	BOULDER CREEK	28,000
400 MAIN LEAKING	14506 WEST PARK AVE	BOULDER CREEK	7,200
400 MAIN LEAKING	145 FOREST ST	BOULDER CREEK	2,160
400 MAIN LEAKING	KINGS CREEK RD	BOULDER CREEK	2,880
400 MAIN LEAKING	200 ST FRANCES DR	BOULDER CREEK	100
400 MAIN LEAKING	208 BLACKSTONE DR	BOULDER CREEK	17,280
400 MAIN LEAKING	4 LOGAN WAY - FIRE ACCESS ROAD	BROOKDALE	50
400 MAIN LEAKING	925 FOREST WAY	BROOKDALE	5,400
			794,110.00
Felton			
Total Felton			-
LOMPICO			
400 MAIN LEAKING	12300 LOMPICO RD	LOMPICO	1,440
400 MAIN LEAKING	LEONRE WAY	LOMPICO	2,880
400 MAIN LEAKING	OLD MILL AVE. ACROSS FROM THE WD	LOMPICO	9,000
Total Lompico			13,320
SCOTTS VALLEY			
400 MAIN LEAKING	50FT UP FROM TANK ON MIRAFLORES RD	SCOTTS VALLEY	200.0
Total Scotts Valley			200
Total All Systems			807,630

Fall Creek Intake September 2023



Normal Rainfall Fall Creek Intake Bypass Requirements

- April 1 through October 31 1.0 cubic feet per second
- November 1 through March 31 1.5 cubic feet per second

Dry Conditions Fall Creek Intake Bypass Requirements

- April 1 through October 31 0.5 cubic feet per second
- November 1 through March 31 0.75 cubic feet per second

Number of Days in month 0.75 cfs or below, ZERO days

San Lorenzo River USGS Big Trees Flow Requirements

- September 11 cubic feet per second
- October 26 cubic feet per second
- November 1 through May 31 21 cubic feet per second
- June - August No Requirements

Fall Creek Intake September 2023

For the protection of fish and wildlife, during the period: (a) April 1 through October 31 bypass a minimum of 0.5 cfs; (b) November 1 through March 31 bypass a minimum of 1.5 cfs past the Fall Creek point of diversion. The natural streamflow shall be bypassed whenever it is less than 1.5 cfs; provided, however, that during a dry year, the bypass requirement shall be reduced from 1.5 to 0.75 cfs. A dry year is defined on a monthly basis of cumulative runoff beginning October 1 of each season in the San Lorenzo River at the USGS gage at Big Trees. These runoff figures are based on approximately 50 percent of normal runoff as the dividing level between normal and dry year runoff and are as follows:

- November 1 for the month of October 500 af
- December 1 for October-November, inclusive 1,500 af
- January 1 for October-December, inclusive 5,000 af
- February 1 for October-January, inclusive 12,500 af
- March 1 for October-February, inclusive 26,500 af

Fall Creek Weir Measurement

Agenda: 10.19.23

Item: 12.2

	Month:	Septmeber		Year:	2023	Big Trees > 26,500 Acre-ft Oct-Feb Normal Year	Big Trees <26,500 Acre-ft Oct-Feb Dry Year				
						<input checked="" type="checkbox"/>	<input type="checkbox"/>				
Date	Time	Initials	Pump #	Fall Cr. GPM into Kirby plant	Weir Board Height (inches)	Fall Creek Bypass (CFS)	Big Trees Bypass (CFS)	Rainfall (Felton gauge)	Met Fall Cr, Bypass Requirement: Normal Year April 1 - Oct 31 1.0 cfs; Nov 1 - March 31 1.5 cfs Dry Year April 1- Oct 31 0.5 cfs Nov. 1 - March 31 0.75 cfs (yes/no)	Met Big Trees Requirement Nov-May 20cfs Sept 10 cfs Oct 25 cfs (yes/no)	Notes
1	720	BM	Temp	378	40	3.78	29.60	0	YES	YES	Temporary Pump is running at Fall Creek during construction. Visual inspections on Fall Creek CFS. Waiting on measured cfs data.
2	815	TH	Temp	406	40	3.77	31.70	0	YES	YES	
3	945	TH	Temp	331	40	3.66	32.80	0	YES	YES	
4	1215	TH	Temp	450	40	3.57	32.30	0	YES	YES	
5	725	BM	Temp	441	40	3.4	31.20	0	YES	YES	
6	720	KM	Temp	409	40	3.39	31.20	0	YES	YES	
7	715	KM	Temp	347	40	3.46	30.70	0	YES	YES	
8	915	BM	Temp	435	40	3.29	29.60	0	YES	YES	
9	930	KM	Temp	417	40	3.25	28.60	0	YES	YES	
10	610	KM	Temp	390	40	3.27	29.10	0	YES	YES	
11	725	KM	Temp	373	40	3.34	29.10	0	YES	YES	
12	850	BM	Temp	425	40	3.29	28.60	0	YES	YES	
13	800	KM	Temp	359	40	3.25	28.60	0	YES	YES	
14	724	KM	Temp	399	40	3.25	29.60	0.03	YES	YES	
15	830	BM	Temp	409	40	3.24	29.60	0	YES	YES	
16	1125	BM	Temp	385	40	3.29	32.30	0	YES	YES	
17	1030	BM	Temp	331	40	3.26	29.60	0	YES	YES	
18	730	KM	Temp	278	40	3.03	28.60	0	YES	YES	
19	730	BM	Temp	383	40	2.93	28.60	0	YES	YES	
20	730	BM	Temp	381	40	3.02	28.10	0	YES	YES	
21	715	BM	Temp	351	40	3	28.60	0	YES	YES	
22	715	BM	Temp	403	40	2.95	28.10	0	YES	YES	
23	955	KM	Temp	397	40	2.93	27.60	0	YES	YES	
24	810	KM	Temp	368	40	2.95	27.60	0	YES	YES	
25	720	BM	Temp	338	40	2.92	28.10	0	YES	YES	
26	735	BM	Temp	427	40	2.87	27.60	0	YES	YES	
27	720	BM	Temp	381	40	2.83	27.60	0	YES	YES	
28	730	BM	Temp	379	40	2.85	27.10	0	YES	YES	
29	825	BM	Temp	337	40	2.84	27.10	0	YES	YES	
30	1020	BM	Temp	329	40	2.89	28.10	0.05	YES	YES	

San Lorenzo Valley Water District
 Loch Lomond Water Supply
 September 2023

Loch Lomond Water Level

Week ending Sunday 10 / 08 / 2023

(in feet above mean sea level; lake spills at 577.15 feet)



Currently:	573.8 ft
Percent of Capacity:	93.7 %

In 1958 SLVWD sold 2,500 acres of property in the vicinity of the Newell Creek Watershed to the City of Santa Cruz, with the agreement that SLVWD would be entitled to purchase 12 ½ percent of the annual safe yield from a future Newell Creek reservoir, up to a maximum of 500 AF/yr. Based on the 1958 agreement, SLVWD began receiving delivers of Loch Lomond water from the City in 1963. In 1965 the District constructed the Glen Arbor Water treatment plant for treating Loch Lomond water. Toward the end of the 1976-77 drought, the City stipulated that the District was not entitled to an allocation of 500 AF/yr, merely 12.5% of the safe yield. This decision based on a reduction to the estimated annual safe yield from the Newell Creek Reservoir, reduced the Districts contractual allocation. On June 7, 1977, the District filed a Complaint for Declaratory Relief, which requested the court to make a judicial determination of the respective parties' duties and rights. In June 1980 a court order fixed the estimated safe yield from Newell Creek Reservoir at reduced quantity, which resulted in a reduction to the Districts contractual allocation to 313 AF/yr.

Production Loch Lomond to SLVWD

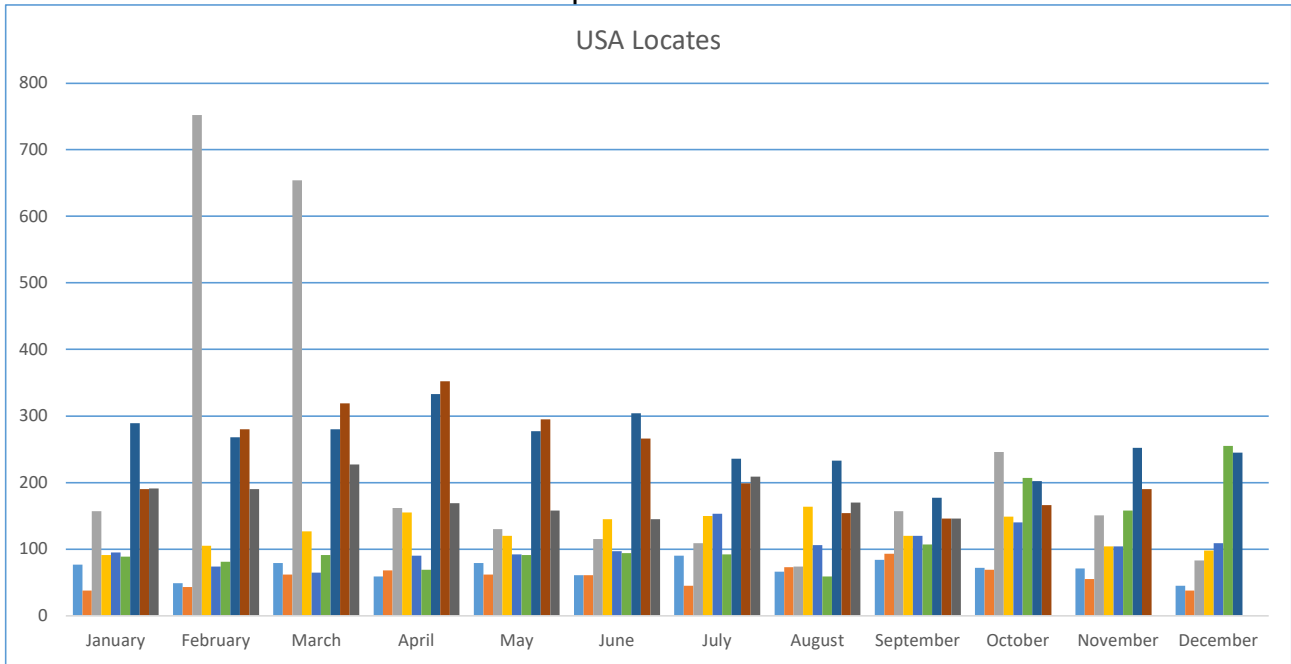
Date	Total Used	Total Available
1976 July to June 1977	353 AF	
1977 July to June 2015	0	313 AF
2015 July to 02/2016	0	313 AF
2/20/16 to Current	0	313 AF

Last time District used Loch Lomond water was June 1977

SAN LORENZO VALLEY WATER DISTRICT
OPERATIONS DEPARTMENT

Agenda: 10.19.23
Item: 12.2

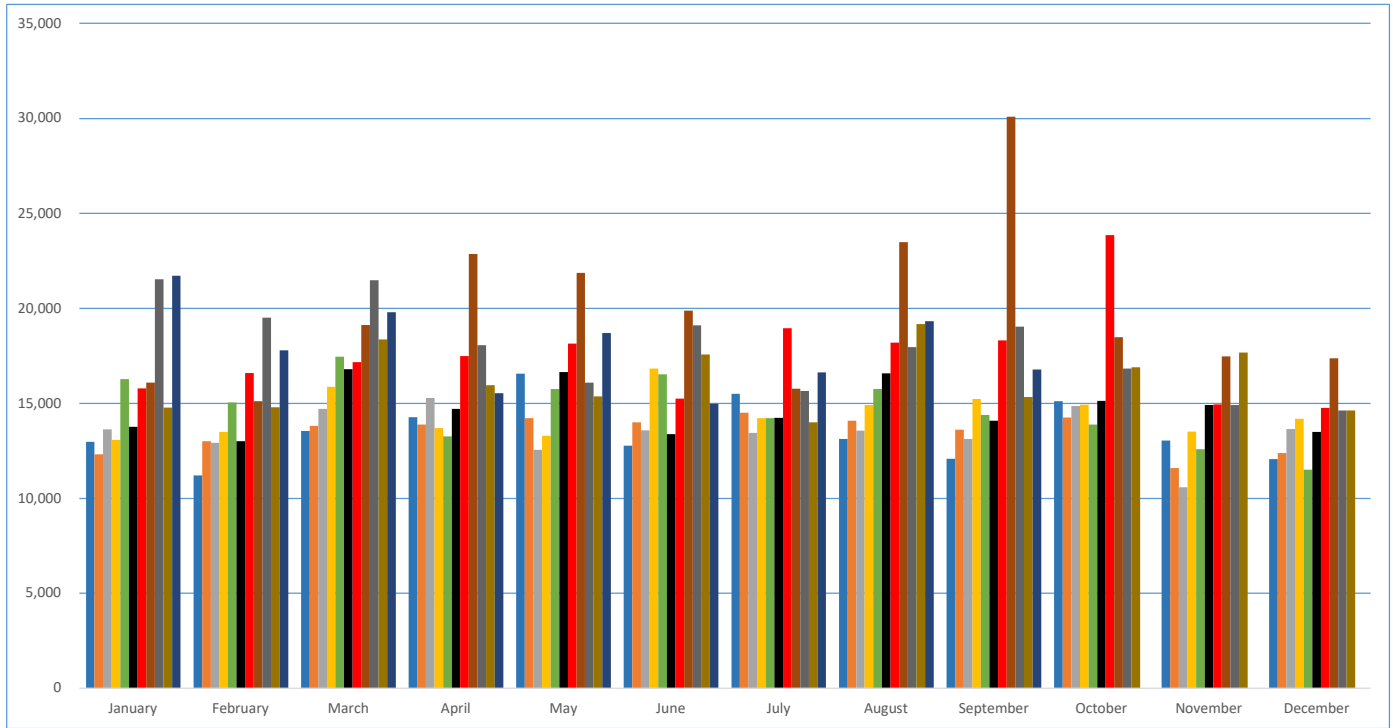
September 2023



Month	2015	2016	2017	2018	2019	2020	2021	2022	2023
January	77	38	157	91	95	89	289	190	191
February	49	43	752	105	74	81	268	280	190
March	79	62	654	127	65	91	280	319	227
April	59	68	162	155	90	69	333	352	169
May	79	62	130	120	92	91	277	295	158
June	61	61	115	145	97	94	304	266	145
July	90	45	109	150	153	92	236	199	209
August	66	73	74	164	106	59	233	154	170
September	84	93	157	120	120	107	177	146	146
October	72	69	246	149	140	207	202	166	
November	71	55	151	104	104	158	252	190	
December	45	38	83	98	109	255	245		
Total	832	707	2,790	1528	1245	1393	3096	2557	1605



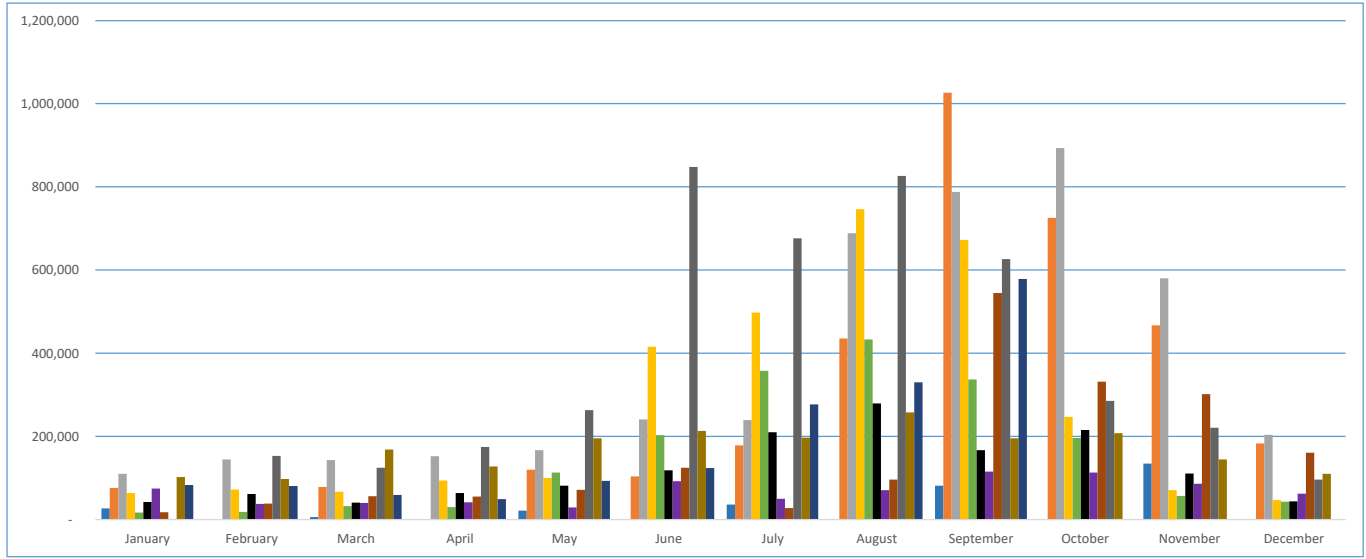
SAN LORENZO VALLEY WATER DISTRICT
VEHICLE MILEAGE
September 2023



Month	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
January	12,976	12,317	13,633	13,082	16,286	13,763	15,790	16,088	21,532	14,776	21,727
February	11,201	13,015	12,934	13,505	15,045	13,003	16,599	15,113	19,513	14,800	17,793
March	13,558	13,817	14,714	15,882	17,451	16,809	17,167	19,132	21,481	18,377	19,806
April	14,283	13,883	15,279	13,704	13,270	14,711	17,488	22,868	18,068	15,953	15,539
May	16,560	14,228	12,550	13,290	15,757	16,646	18,156	21,879	16,099	15,367	18,706
June	12,780	14,000	13,582	16,841	16,534	13,390	15,249	19,882	19,108	17,584	14,985
July	15,497	14,519	13,441	14,228	14,229	14,242	18,955	15,775	15,653	14,013	16,641
August	13,136	14,096	13,569	14,923	15,761	16,576	18,194	23,496	17,973	19,173	19,330
September	12,087	13,622	13,137	15,229	14,388	14,094	18,321	30,095	19,039	15,342	16,785
October	15,120	14,261	14,868	14,924	13,880	15,126	23,864	18,486	16,831	16,904	
November	13,046	11,594	10,591	13,510	12,598	14,908	14,942	17,473	14,914	17,681	
December	12,060	12,394	13,648	14,187	11,512	13,492	14,763	17,372	14,633	14,630	
Totals	162,304	161,746	161,946	173,305	176,711	176,760	209,488	237,659	214,844	194,600	161,312

SAN LORENZO VALLEY WATER DISTRICT
BULK WATER SALES
GALLONS
September 2023

Agenda: 10.19.23
Item: 12.2



Month	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
January	26,928	76,296	109,965	63,850	16,456	41,888	74,800	17,952	1,496	102,476	83,028
February			144,364	72,556	18,700	61,366	37,400	38,148	153,340	97,240	80,784
March	5,984	78,540	142,868	66,572	32,164	40,392	39,644	56,100	124,168	168,300	59,092
April			152,592	93,500	29,920	63,580	41,140	55,352	174,284	127,908	49,368
May	21,692	119,680	166,804	100,232	112,948	81,532	29,172	71,808	263,296	195,228	92,752
June		103,972	240,983	415,140	203,179	118,184	92,004	124,168	847,484	213,180	123,420
July	35,904	178,772	239,360	497,420	357,544	210,188	50,116	27,676	676,192	196,724	276,760
August		435,336	688,160	746,504	433,092	279,004	70,312	95,744	826,540	257,312	329,868
September	81,352	1,026,256	787,644	672,183	336,570	166,804	115,192	544,544	626,076	195,228	578,204
October		725,560	893,112	246,840	195,976	215,424	112,948	331,364	284,988	207,944	
November	134,640	466,752	579,700	71,060	56,848	110,704	86,020	301,444	220,660	144,364	
December		183,260	203,456	47,124	42,636	44,132	62,084	160,820	95,744	109,956	
Totals	306,500	3,394,424	4,349,008	3,092,981	1,836,033	1,433,198	810,832	1,825,120	4,294,268	2,015,860	1,673,276



MINUTES OF SPECIAL ENGINEERING/ENVIRONMENTAL COMMITTEE MEETING September 21, 2023

Thursday, September 21, 2023, 8:45 a.m., SLVWD Conference Room, 12788 Highway 9, Boulder Creek.

MINUTES

1. **Convene Meeting:** 8:45 a.m.
Roll Call

Committee Members present

Mark Smolley, Chair
Bob Fultz
Alina Layng
Mike Murphy

Kevin O'Connor-absent

Staff present

Rick Rogers, District Manager
Carly Blanchard, Environmental Programs Manager
Garrett Roffe, Engineering Manager
Scott Mattoch, Network Specialist
Holly Hossack, District Secretary

2. **Oral Communications:** None
3. **New Business:** None
4. **Unfinished Business:**

- a. BRACKEN BRAE & FOREST SPRINGS BOOSTER PUMP ACOUSTIC REPORT

G. Roffe introduced and explained this item.

Discussion by the Committee regarding:

- Equipment listed in plans
- Noise level goal
- Summary memo

- Environmental element
- Set back and footprint of the structure
- Possible dumping and houselessness

Unidentified member of the public addressed the Committee regarding questions pertaining to the last use of the property, land use target, and decibel levels.

E. Martin addressed the Board to say that he doesn't want the booster pump in hearing range of his home.

- b. QUAIL HOLLOW ROAD PROJECT - UPDATE
G. Roffe introduced and explained this item.

Discussion by the Committee regarding:

- A new proposal - more data
- Depth of the washout - 54"
- The repair was made in accordance of the County's specifications
- Survey for additional voids - take to the Board with the total cost of the project

- c. BROOKSIDE DRIVE STORM DAMAGE REPAIR SCHEDULE-2023
STORM DAMAGE AND CAPITAL PROJECTS LISTING
G. Roffe introduced and explained this item.

Discussion by the Committee regarding:

- Share the topographic survey with Granite (contractor hired by the neighborhood for the road repair)
- Culverts
- District will be available to repair any pipe damage during road construction
- Realistic schedule - soonest start April 2024
- Waiting to hear from FEMA regarding this project

B. Holloway, addressed the Committee regarding FEMA funding for this project.

- d. ENGINEERING PROJECTS UPDATE
Discussion by the Committee regarding:
2023 Storm damage

- 5 pipeline projects - storm related
- FEMA
- CalOES grant possibility
- Bull & Benett damage in fire and storms
- Huckleberry easements
- Stewart St.
- Fault lines

Engineering Projects

- Felton Heights - owner has agreed to access for survey & geotech
- Zayante Dr. - in progress/complete by mid-October
- Bracken Brae/Forest Springs tank site
- Standard policy for hydro booster
- Fish ladder
- Foreman raw water pipeline
- Lyon pipeline - contractor issue resolved

e. ENVIRONMENTAL PROJECTS UPDATE

Discussion by the Committee regarding:

- Grants
- SMGWA
- CUP timing
- Habitat Conservation
- Possible funding from DWR for \$2M
- Hiring a biologist

5. **Adjournment:** 10:31 a.m.