



**BOARD OF DIRECTORS
SAN LORENZO VALLEY WATER
DISTRICT
REGULAR MEETING
AGENDA
FEBRUARY 1, 2024**

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

Notice is hereby given that a regular meeting of the Board of Directors of the San Lorenzo Valley Water District will be held on **Thursday, February 1, 2024, at 6:30 p.m.**, SLVWD Conference Room, 12788 Highway 9, Boulder Creek, One Concord Center, 2300 Clayton Rd., Suite 1150, Concord, 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 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).

3. 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.

4. Unfinished Business:

- a. LOMPICO CANYON EMERGENCY EVACUATION ROUTE PROJECT
Discussion and possible action by the Board regarding the Lompico
Emergency Access Easement Agreement with the County of Santa Cruz.

5. New Business: None

6. 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. ALTA VIA PIPELINE - CHANGE ORDERS

7. 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.

- GENERAL MANAGER SPECIAL REPORT
Update on the January 20, 2024 Community Meeting

8. Written Communication:

- o Letter to Board-Wentzel 1.20.24

9. Informational Material: None

10. Adjournment

The Next Board of Directors Meeting is Scheduled for February 15, 2024.

Certification of Posting

I hereby certify that on January 26, 2024, 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 January 26, 2024.

Holly B. Hossack, District Secretary

MEMO

DATE: February 1, 2024
TO: Board of Directors, San Lorenzo Valley Water District
FROM: Brian Frus, Interim General Manager
SUBJECT: Lompico Emergency Access Easement Agreement with County of Santa Cruz

WRITTEN BY: Garrett Roffe, Engineering Manager

PRESENTED BY: Garrett Roffe, Engineering Manager

STAFF RECOMMENDATION

It is recommended that the Board of Directors consider the revisions to the Lompico Emergency Access Easement Agreement with the County of Santa Cruz and authorize the Interim General Manager to execute the Agreement.

RECOMMENDED MOTION

I move that the Board,

- 1) Directs the Interim General Manager to execute the Lompico Emergency Access Easement Agreement with the County of Santa Cruz.
- 2) Authorizes the Interim General Manager to execute non-substantive modifications to the Agreement, as necessary.

BACKGROUND

The County of Santa Cruz wishes to create and maintain an emergency route for the community of Lompico. Currently, Lompico Road is the only means of access for the community of Lompico. The proposed emergency route would connect West Drive with Newell Creek Road.

PRIOR COMMITTEE ACTION

At their November 3rd meeting, the Engineering and Environmental Committee recommended that General Manager request that the County revise the Easement Agreement to incorporate District policies prohibiting use of Glyphosate. Staff was further directed at the November 16th Board meeting to bring the revised Agreement back for approval with the amended language. A redlined version of the Agreement indicating the changes to the text is found attached to this memo along with the unmarked final draft.

FISCAL IMPACT

\$2,100 payment to District from the County of Santa Cruz

ENVIRONMENTAL IMPACT

None

ATTACHMENTS

- 2024.01.19_FINAL_Easement Agreement btw SLV and County
- 2024.01.19_FINAL_Easement Agreement btw SLV and County - Redlined Version

SAN LORENZO VALLEY WATER DISTRICT
(FORMERLY, LOMPICO COUNTY WATER DISTRICT)
(SELLER)

APNs: 076-301-06, 075-311-04, 075-311-06
Project: LOMPICO CANYON EMERGENCY
EVACUATION ROUTE PROJECT

EASEMENT AGREEMENT

This Easement Agreement (“Agreement”) is entered into by and between the **COUNTY OF SANTA CRUZ** (hereafter, “County”), and **SAN LORENZO VALLEY WATER DISTRICT** (hereafter, “Seller”). County and Seller may be referred to herein individually as a “Party” or collectively as the “Parties.” The Parties mutually agree as follows:

1. Purpose. Seller owns certain parcels of real property in Santa Cruz County. County seeks to create and maintain an emergency route for the public through parcels owned by Seller. Seller will convey permanent easements to County for an emergency route as set forth herein.
2. Easement Granted to County. Seller agrees to execute and deliver a permanent easement over the properties commonly identified as Assessor Parcel Numbers 076-301-06, 075-311-04, and 075-311-06 in Santa Cruz County, as further described in **Exhibit A** attached hereto. The real property described in **Exhibit A** shall be referred to as the “Easement”.
3. Form of Easement. The Parties shall execute and deliver deeds for the Easement (collectively, the “Easement Deed”) promptly upon execution of this Agreement. The Easement Deed shall be in a form substantially similar to **Exhibit B** attached hereto.
4. Consideration by County. In exchange for Seller’s execution and delivery of the Easement Deed, County shall do the following:
 - A. Pay **TWO THOUSAND ONE HUNDRED DOLLARS (\$2,100)** to Seller (“Purchase Price”).
 - B. Remit the Purchase Price to Seller within thirty (30) days of execution of this Agreement.
 - C. Be responsible for all escrow, title and recording fees associated with this transaction.
5. Use of Easement. The Parties agree that use of the Easement is for emergency purposes only. Conditions for the Easement will be as follows:
 - A. County shall be solely responsible for roadway improvements and ongoing maintenance of the Easement. “Ongoing maintenance” shall include tree clearing and otherwise maintaining the Easement free of obstructions and in good condition.
 - B. The Easement route shall be closed to the public unless there is an imminent emergency.

- C. Access to the Easement shall be gated and locked to restrict public access, with access keys provided only to Seller and County. Installation and maintenance of the access gates will be the obligation of County.
 - D. Use of the Easement will be restricted to ingress and egress by the public, police, fire and similar emergency personnel and their vehicles. County personnel (*e.g.*, public works) will also have access to the Easement for maintenance and repairs as may be necessary to keep the Easement in good condition.
 - E. Prior to installing the roadway or gate improvements, County shall provide design plans to Seller for Seller's review and approval.
 - F. County is prohibited from using glyphosate or any products containing glyphosate in connection with its use of the Easement, in accordance with Seller's policy prohibiting the use of glyphosate on real property owned by Seller. County agrees not to use any products containing glyphosate on the parcels described in this Agreement. In the event that Seller discovers the presence of glyphosate on Seller's parcels caused by County's use of products containing glyphosate, Seller shall have the authority to remediate any contamination and collect the costs of remediation from County.
6. County as Lead Agency. County is lead agency for the Lompico Emergency Evacuation Route Project and maintains responsibility for compliance with associated environmental laws and regulations.
 7. Commencement of Possession. Use of the Easement by County shall commence once all of the following have occurred: (A) This Agreement is executed by both Parties; (B) the Easement Deed has been recorded with the Santa Cruz County Recorder's Office, and (C) Seller receives the Purchase Price.
 8. Damage to Easement or Seller Property. County shall promptly repair any damage to the Easement or Seller's property caused by use of the Easement. County will have thirty (30) days to complete such repairs upon receiving written notice from Seller. In the event County does not make the requested repairs, Seller at its own expense can make the repairs and County shall be responsible for repair costs. County shall pay the cost of the repairs within ten (10) days of receiving a written invoice in reasonable detail from Seller. The Parties agree to cooperate with one another to complete repairs in a timely manner.
 9. Indemnity. County shall indemnify and hold Seller harmless from and against all injuries to persons, personal property or real property arising from use of the Easement. Seller shall not be liable in any way for damages or harm to persons or property that result from use of the Easement. In the event Seller is named in any claim, suit or proceeding alleging liability attributable to Seller for conduct related to the Easement, County shall be responsible for all defense costs of Seller. Seller may tender its defense to County at any time, with counsel acceptable to Seller.
 10. Authority to Grant Easements. Seller warrants that it has the legal authority to grant the property interests described in this Agreement.
 11. Agreement Subject to Approval. This Agreement shall not be effective until it receives approval from the Santa Cruz County Board of Supervisors and the San Lorenzo Valley Water District Board of Directors.

12. Successors Bound. The provisions of this Agreement shall inure to the benefit of and bind the respective successors of the Parties.
13. Notices. All notices and correspondence herein shall be provided personally, by mail, or by email to the addresses below. If personally delivered, the notice shall be deemed received as of the date delivered. If sent by mail, the notice shall be deemed received three (3) days after registered or certified mail is deposited in the United States mail. If sent by email, the notice shall be deemed received based on the date shown on the sent email. The Parties agree to update the contact information as necessary to maintain updated contacts for Seller and County:

To SELLER:

SAN LORENZO VALLEY WATER DISTRICT
13060 Hwy 9
Boulder Creek, CA 95006
Attn: GENERAL MANAGER
Phone: (831) 338-2153
Email: bfrus@slvwd.org

To COUNTY:

DEPARTMENT OF PUBLIC WORKS
REAL PROPERTY SECTION
701 Ocean Street, Room 410
Santa Cruz, CA 95060
Attn: KIMBERLY FINLEY
Phone: (831) 454-2334
Email: Kimberly.finley@santacruzcounty.us

14. GENERAL PROVISIONS.

- A. Exhibits. The Exhibits attached hereto are hereby incorporated and made part of this Agreement.
- B. Severability. In the event any part(s) of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.
- C. Amendment. No changes shall be made to this Agreement except by written amendment mutually agreed to by the Parties.
- D. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes any prior understandings, contracts or representations by or among the Parties, written or oral, to the extent related to the subject matter hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts and all the counterparts taken together shall be deemed to constitute one and the same instrument.

- F. Electronic Delivery. Executed copies of this Agreement may be delivered electronically to either Party, and such signatures shall be deemed fully enforceable signatures to this Agreement.

- G. Joint Preparation. County and Seller mutually represent and warrant that they have each had the opportunity to be represented by counsel of their choice in negotiating this Agreement. This Agreement shall be deemed to have been negotiated and prepared between the Parties with the advice and participation of counsel. This Agreement shall be interpreted in accordance with its terms without favor to either Party and without any presumption against the drafting Party.

- H. Governing Law; Venue. The sole venue for any dispute shall be the Superior Court of the County of Santa Cruz, and the terms and provisions of this Agreement shall be interpreted under the laws of the State of California.

[Signatures on next page]

In WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Seller	County of Santa Cruz
SAN LORENZO VALLEY WATER DISTRICT, General Manager	Matt Machado, Deputy CAO, Director of Community Development and Infrastructure
_____	_____
Print: _____ Date _____	_____ Date _____
	Approved as to Form: _____
	Office of County Counsel _____ Date _____
	Approved as to Insurance: _____
	Risk Management _____ Date _____
	Recommended for Approval: _____
	Real Property _____ Date _____

EXHIBIT A

Legal Description of Easement

EXHIBIT A

EASEMENT FOR EMERGENCY ACCESS

SITUATE in the County of Santa Cruz, State of California, and described as follows:

BEING an easement for emergency purposes, 20 feet in width, the centerline described as follows:

BEGINNING at an angle point in the centerline of West Drive as shown on that map filed in Volume 106 of Maps, at Page 3, Santa Cruz County Records, said angle point also being the northeast corner of the lands of Fishbin as described in Document #2002-0061719, Santa Cruz County Records, from which a $\frac{3}{4}$ inch iron pipe, no tag, on the southerly line of said lands of Fishbin, South $00^{\circ}18'00''$ West, a distance 54.77 feet and North $89^{\circ}55'08''$ East, a distance of 422.98 feet;

thence along the centerline of the following courses:

1. South $12^{\circ}20'34''$ West, a distance of 61.29 feet;
2. South $07^{\circ}08'41''$ East, a distance of 303.56 feet, to a tangent curve to the right
3. along said curve to the right with a radius of 100 feet, through an angle of $19^{\circ}31'14''$, an arc length of 34.07 feet;
4. South $12^{\circ}22'33''$ West, a distance of 52.01 feet, to a tangent curve to the right;
5. along said curve to the right with a radius of 100 feet, through an angle of $12^{\circ}05'25''$, an arc length of 21.10 feet;
6. South $24^{\circ}27'57''$ West, a distance of 230.80 feet, to a tangent curve to the left;
7. along said curve to the left with a radius of 100 feet, through an angle of $11^{\circ}57'33''$, an arc length of 20.87 feet;
8. South $12^{\circ}30'25''$ West, a distance of 111.91 feet, to a tangent curve to the left;
9. along said curve to the left with a radius of 100 feet, through an angle of $26^{\circ}54'30''$, an arc length of 46.96 feet;
10. South $14^{\circ}24'05''$ East, a distance of 134.17 feet, to a tangent curve to the right;
11. along said curve to the right with a radius of 25 feet, through an angle of $124^{\circ}26'25''$, an arc length of 54.30 feet;

12. North $69^{\circ}57'40''$ West, a distance of 29.65 feet, to a tangent curve to the left;
13. along said curve to the left with a radius of 50 feet, through an angle of $26^{\circ}37'43''$, an arc length of 23.24 feet;
14. South $83^{\circ}24'36''$ West, a distance of 58.52 feet, to a tangent curve to the left;
15. along said curve to the left with a radius of 50 feet, through an angle of $26^{\circ}04'41''$, an arc length of 22.76 feet;
16. South $57^{\circ}19'56''$ West, a distance of 115.70 feet, to a tangent curve to the right;
17. along said curve to the right with a radius of 50 feet, through an angle of $27^{\circ}18'10''$, an arc length of 23.83 feet;
18. South $84^{\circ}38'05''$ West, a distance of 97.33 feet, to a tangent curve to the right;
19. along said curve to the right with a radius of 100 feet, through an angle of $13^{\circ}14'15''$, an arc length of 23.10 feet;
20. North $82^{\circ}07'40''$ West, a distance of 54.29 feet, to a tangent curve to the left;
21. along said curve to the left with a radius of 100 feet, through an angle of $25^{\circ}40'37''$, an arc length of 44.82 feet;
22. South $72^{\circ}11'43''$ West, a distance of 72.14 feet, to a tangent curve to the right;
23. along said curve to the right with a radius of 100 feet, through an angle of $17^{\circ}35'00''$, an arc length of 38.69 feet;
24. South $89^{\circ}46'43''$ West, a distance of 71.22 feet, to a tangent curve to the right;
25. along said curve to the right with a radius of 50 feet, through an angle of $58^{\circ}31'54''$, an arc length of 51.08 feet;
26. North $31^{\circ}41'22''$ West, a distance of 79.76 feet, to a tangent curve to the left;
27. along said curve to the left with a radius of 50 feet, through an angle of $56^{\circ}50'40''$, an arc length of 49.61 feet
28. North $88^{\circ}32'02''$ West, a distance of 57.49 feet, to a point on the easterly side of the lands of Yee as described in Document #2010-0017978, Official Records of Santa Cruz County, from which a found 1-1/2 inch iron pipe, tagged RCE 10307, located on the northerly line of Section

3, Township 10 South, Range 2 West, M.D.B.&M. bears North 00°31'15" West, a distance of 224.84 feet,

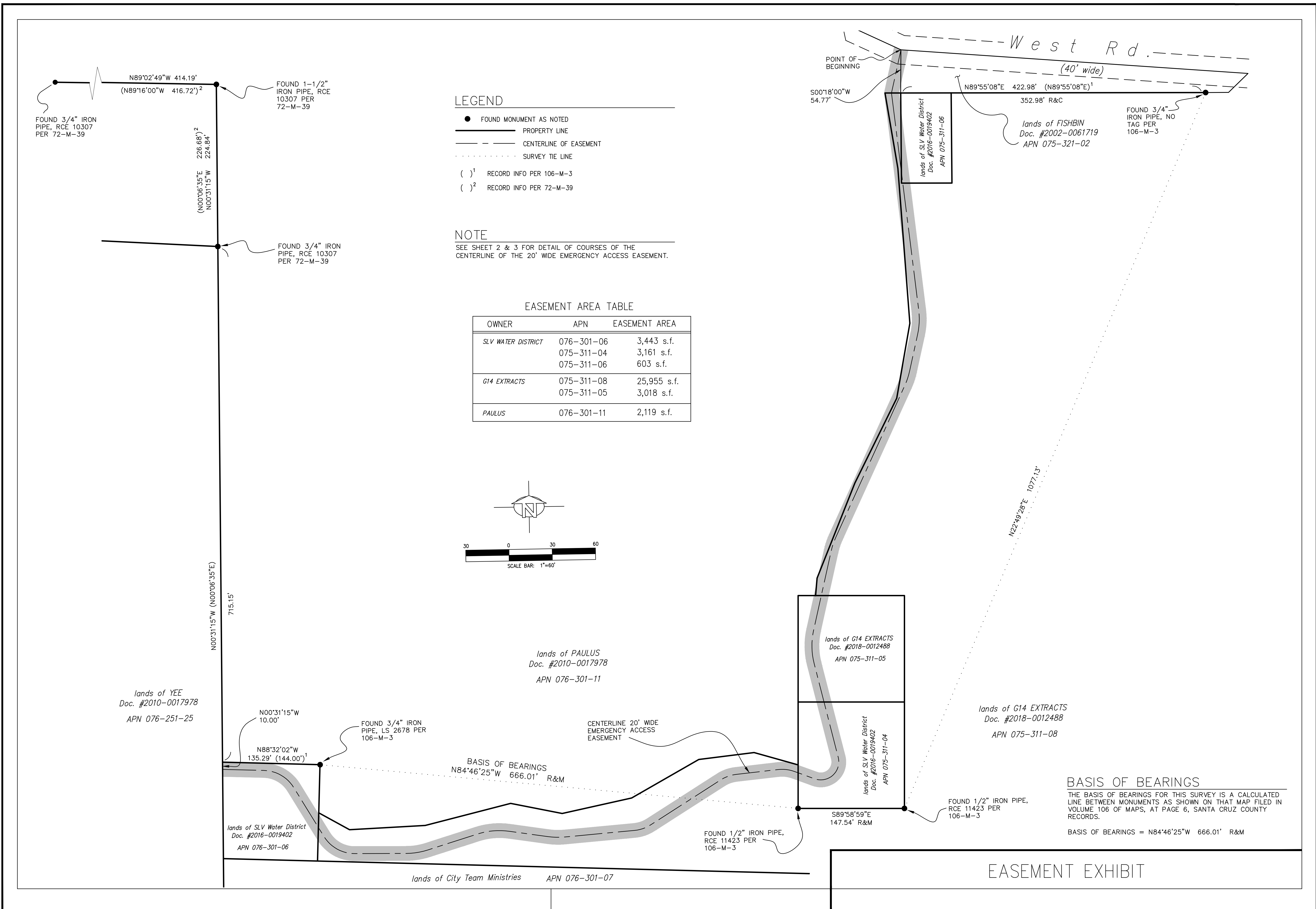
the sidelines of said 20 foot wide easement to be extended and shortened to meet at angle points and to terminate at the easterly line of said lands of Yee and the southerly side of West Road.

END OF DESCRIPTION

Job #P40674 – Lompico Emergency Escape Route (Phase 1)

Over portions of:

<i>SLV Water District:</i>	<i>APN 076-301-06</i>	<i>(3,443 s.f.)</i>
	<i>APN 075-311-04</i>	<i>(3,161 s.f.)</i>
	<i>APN 075-311-06</i>	<i>(603 s.f.)</i>
<i>G14 Extracts:</i>	<i>APN 075-311-08</i>	<i>(25,955 s.f.)</i>
	<i>APN 075-311-05</i>	<i>(3,018 s.f.)</i>
<i>Paulus:</i>	<i>APN 076-301-11</i>	<i>(2,119 s.f.)</i>



LEGEND

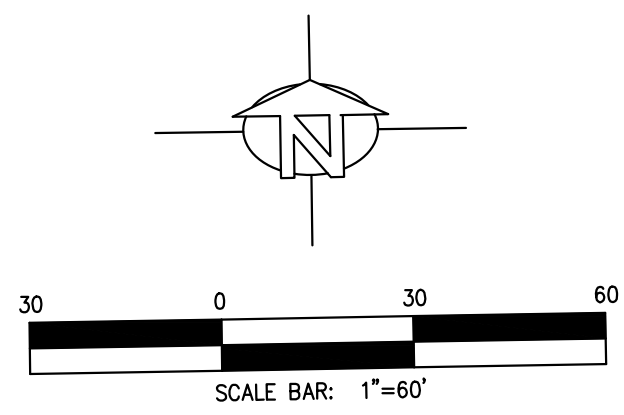
- FOUND MONUMENT AS NOTED
- PROPERTY LINE
- - - CENTERLINE OF EASEMENT
- SURVEY TIE LINE
- ()¹ RECORD INFO PER 106-M-3
- ()² RECORD INFO PER 72-M-39

NOTE

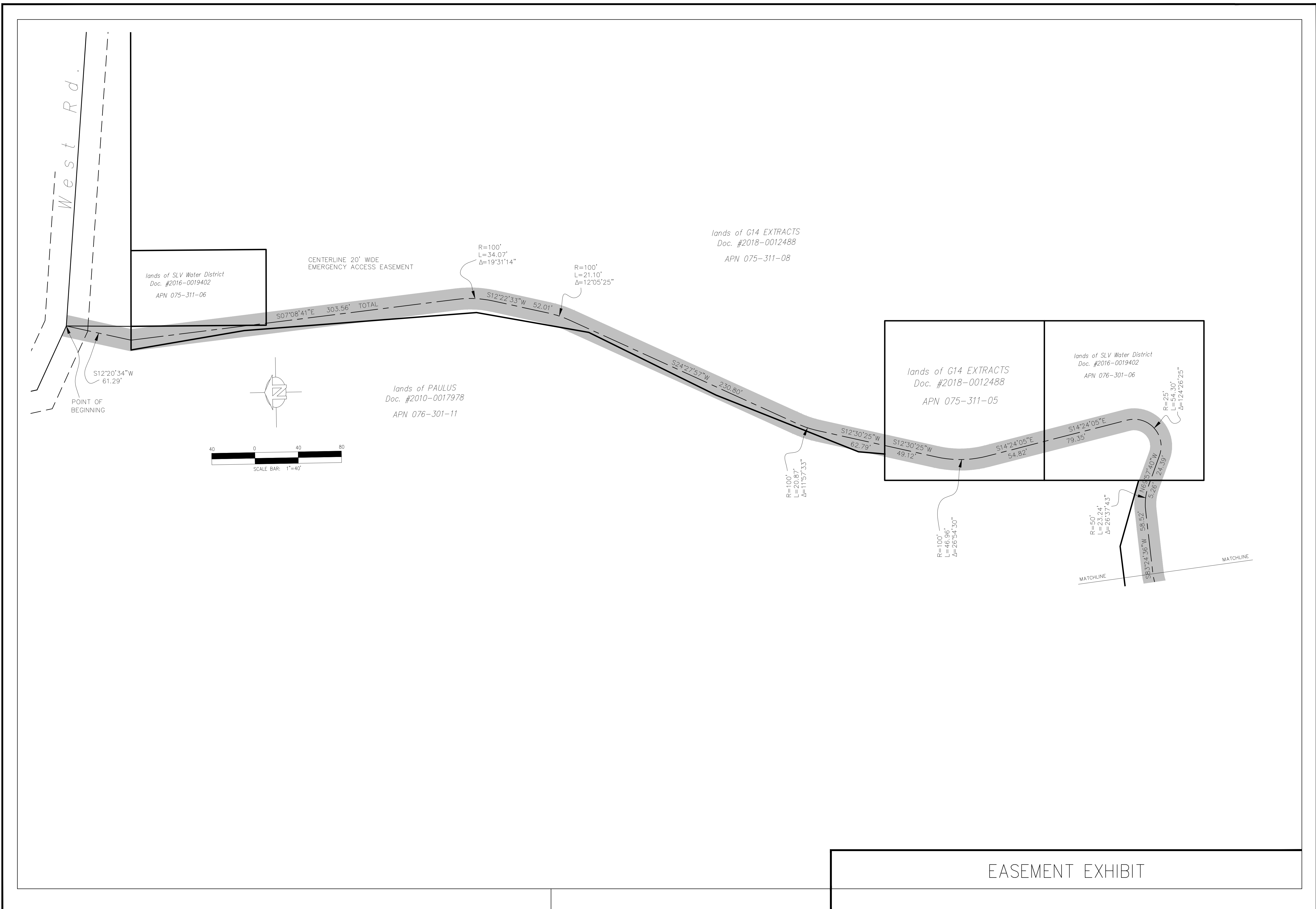
SEE SHEET 2 & 3 FOR DETAIL OF COURSES OF THE CENTERLINE OF THE 20' WIDE EMERGENCY ACCESS EASEMENT.

EASEMENT AREA TABLE

OWNER	APN	EASEMENT AREA
SLV WATER DISTRICT	076-301-06	3,443 s.f.
	075-311-04	3,161 s.f.
	075-311-06	603 s.f.
G14 EXTRACTS	075-311-08	25,955 s.f.
	075-311-05	3,018 s.f.
PAULUS	076-301-11	2,119 s.f.



BY	
REVISION	
DATE	
PROJECT SURVEYOR	GREG JONES
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS	LOMPICO EVACUATION ROUTE EASEMENT EXHIBIT
DRAWN: GRJ	
CHECKED: GRJ	
DATE: 2/7/2022	
SCALE: 1"=60'	
JOB NO. P40674	
SHEET	1 OF 3

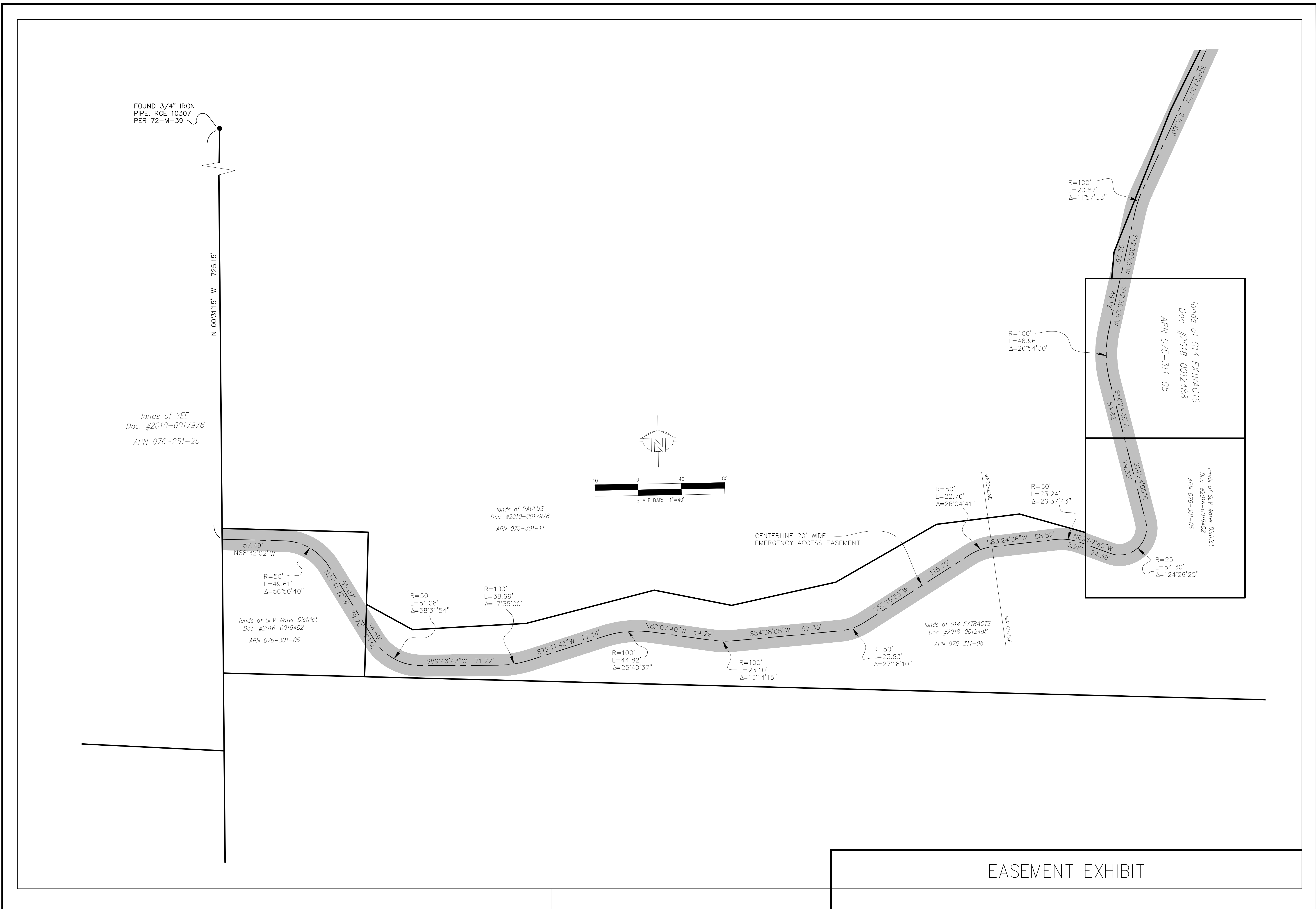


DATE	REVISION	BY

PROJECT SURVEYOR	GREG JONES

COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS	LOMPICO EVACUATION ROUTE EASEMENT EXHIBIT
DRAWN: GRJ	CHECKED: GRJ
DATE: 2/7/2022	SCALE: 1"=40'
JOB NO. P40674	SHEET
	2 OF 3

EASEMENT EXHIBIT



EASEMENT EXHIBIT

BY	
REVISION	
DATE	
PROJECT SURVEYOR	GREG JONES
COUNTY OF SANTA CRUZ - DEPARTMENT OF PUBLIC WORKS	LOMPICO EVACUATION ROUTE EASEMENT EXHIBIT
DRAWN:	GRJ
CHECKED:	GRJ
DATE:	2/7/2022
SCALE:	1"=40'
JOB NO.	P40674
SHEET	3 OF 3

EXHIBIT B

Form of Easement Deed

RECORDED AT THE REQUEST OF:
COUNTY OF SANTA CRUZ

WHEN RECORDED RETURN TO:
DEPT. OF PUBLIC WORKS
701 OCEAN STREET RM 410
SANTA CRUZ, CA 95060
ATTN: Real Property Division

Government Agency Exempt From Recording Fees Pursuant to Government Code, § 27383

APNs: _____

EASEMENT DEED

For value received, the **SAN LORENZO VALLEY WATER DISTRICT** (successor in interest to the FORMER LOMPICO COUNTY WATER DISTRICT) ("**GRANTOR**") hereby grants to the **COUNTY OF SANTA CRUZ**, a political subdivision of the State of California ("**GRANTEE**"), an **EASEMENT FOR EMERGENCY TRAVEL AND MAINTENANCE** over the area described as follows:

FOR LEGAL DESCRIPTION SEE **EXHIBIT A**, ATTACHED HERETO AND MADE A PART HEREOF.

THE USE OF THIS EASEMENT IS FOR EMERGENCY PURPOSES ONLY. GRANTEE IS ALLOWED TO CONSTRUCT A TRAVEL ROUTE ON THE EASEMENT, FOR THE BENEFIT OF THE PUBLIC, POLICE, FIRE AND OTHER EMERGENCY PERSONNEL AND THEIR VEHICLES IN THE EVENT OF AN EMERGENCY. THIS EASEMENT ROUTE SHALL REMAIN CLOSED TO THE PUBLIC AND GRANTEE UNLESS THERE IS AN IMMINENT EMERGENCY. GRANTEE SHALL ENSURE THAT THE EASEMENT ROUTE BE GATED AND LOCKED SO AS TO PREVENT PUBLIC ACCESS. GRANTEE SHALL BE ALLOWED INITIAL ACCESS TO CONSTRUCT A NEW CONNECTION BETWEEN EXISTING COUNTY MAINTAINED ROADS. AFTER COMPLETION OF PROJECT CONSTRUCTION, GRANTEE WILL ONLY HAVE ACCESS AS NECESSARY TO MAINTAIN THE EASEMENT ROUTE IN GOOD CONDITION AND REPAIR DAMAGE. GRANTEE IS PROHIBITED AT ALL TIMES FROM USING GLYPHOSATE OR ANY PRODUCTS CONTAINING GLYPHOSATE WITHIN THE EASEMENT DESCRIBED HEREIN. GRANTOR SHALL NOT HAVE ANY RESPONSIBILITY TO MAINTAIN OR REPAIR THE EASEMENT, WITH ALL SUCH OBLIGATIONS BELONGING TO GRANTEE.

DATED: _____, 2023

GRANTOR:

By: _____

Print: _____

General Manager
San Lorenzo Valley Water District

STATE OF CALIFORNIA
COUNTY OF _____

On _____ before me, _____, a notary public,
personally appeared _____, who proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on
the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

<p style="text-align: center;">CERTIFICATE OF ACCEPTANCE Govt. Code Sec. 27281</p> <p>This is to certify that the interest in real property conveyed by the within deed to the County of Santa Cruz, a political subdivision of the State of California, is hereby accepted by Ordinance No. 5247 of the Board of Supervisors dated May 24, 2017, and the Grantee consents to recordation thereof by its duly authorized officer.</p> <p>Dated _____</p> <p>By _____ DIRECTOR OF PUBLIC WORKS</p>
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SAN LORENZO VALLEY WATER DISTRICT
(FORMERLY, LOMPICO COUNTY WATER DISTRICT)
(SELLER)

APNs: 076-301-06, 075-311-04, 075-311-06
Project: LOMPICO CANYON EMERGENCY
EVACUATION ROUTE PROJECT

EASEMENT AGREEMENT

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2. Easement Granted to County. Seller agrees to execute and deliver a permanent easement over the properties commonly identified as ~~Assessor Parcel Numbers~~ 076-301-06, 075-311-04, and 075-311-06 in Santa Cruz County, as further described in **Exhibit A** attached hereto. The real property described in **Exhibit A** shall be referred to as the “Easement”.
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 - A. Pay **TWO THOUSAND ONE HUNDRED DOLLARS (\$2,100)** to Seller (“Purchase Price”).
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 - B. The Easement route shall be closed to the public unless there is an imminent emergency.

- C. Access to the Easement shall be gated and locked to restrict public access, with access keys provided only to Seller and County. Installation and maintenance of the access gates will be the obligation of County.
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- E. Prior to installing the roadway or gate improvements, County shall provide design plans to Seller for Seller's review and approval.
- E. County is prohibited from using glyphosate or any products containing glyphosate in connection with its use of the Easement, in accordance with Seller's policy prohibiting the use of glyphosate on real property owned by Seller. County agrees not to use any products containing glyphosate on the parcels described in this Agreement. In the event that Seller discovers the presence of glyphosate on Seller's parcels caused by County's use of products containing glyphosate, Seller shall have the authority to remediate any contamination and collect the costs of remediation from County.
6. County as Lead Agency. County is lead agency for the Lompico Emergency Evacuation Route Project and maintains responsibility for compliance with associated environmental laws and regulations.
7. Commencement of Possession. Use of the Easement by County shall commence once all of the following have occurred: (A) This Agreement is executed by both Parties; (B) the Easement ~~Deed~~ has been recorded with the Santa Cruz County Recorder's Office, and (C) Seller receives the Purchase Price.
8. Damage to Easement or Seller Property. County shall promptly repair any damage to the Easement or Seller's property caused by use of the Easement. County will have thirty (30) days to complete such repairs upon receiving written notice from Seller. In the event County does not make the requested repairs, Seller at its own expense can make the repairs and County shall be responsible for repair costs. County shall pay the cost of the repairs within ten (10) days of receiving a written invoice in reasonable detail from Seller. The Parties agree to cooperate with one another to complete repairs in a timely manner.
9. Indemnity. County shall indemnify and hold Seller harmless from and against all injuries to persons, personal property or real property arising from use of the Easement. Seller shall not be liable in any way for damages or harm to persons or property that result from use of the Easement. In the event Seller is named in any claim, suit or proceeding alleging liability attributable to Seller for conduct related to the Easement, County shall be responsible for all defense costs of Seller. Seller may tender its defense to County at any time, with counsel acceptable to Seller.
10. Authority to Grant Easements. Seller warrants that it has the legal authority to grant the property interests described in this Agreement.
11. Agreement Subject to Approval. This Agreement shall not be effective until it receives approval from the Santa Cruz County Board of Supervisors and the San Lorenzo Valley Water District Board of Directors.

12. Successors Bound. The provisions of this Agreement shall inure to the benefit of and bind the respective successors of the Parties.

13. Notices. All notices and correspondence herein shall be provided personally, by mail, or by email to the addresses below. If personally delivered, the notice shall be deemed received as of the date delivered. If sent by mail, the notice shall be deemed received three (3) days after registered or certified mail is deposited in the United States mail. If sent by email, the notice shall be deemed received based on the date shown on the sent email. The Parties agree to update the contact information as necessary to maintain updated contacts for Seller and County:

To SELLER:

SAN LORENZO VALLEY WATER DISTRICT
13060 Hwy 9
Boulder Creek, CA 95006
Attn: GENERAL MANAGER
Phone: (831) 338-2153
Email: bfrus@slvwd.org

To COUNTY:

DEPARTMENT OF PUBLIC WORKS
REAL PROPERTY SECTION
701 Ocean Street, Room 410
Santa Cruz, CA 95060
Attn: KIMBERLY FINLEY
Phone: (831) 454-2334
Email: Kimberly.finley@santacruzcounty.us

14. GENERAL PROVISIONS.

- A. Exhibits. The Exhibits attached hereto are hereby incorporated and made part of this Agreement.
- B. Severability. In the event any part(s) of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.
- C. Amendment. No changes shall be made to this Agreement except by written amendment mutually agreed to by the Parties.
- D. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes any prior understandings, contracts or representations by or among the Parties, written or oral, to the extent related to the subject matter hereof.
- E. Counterparts. This Agreement may be executed in any number of counterparts and all the counterparts taken together shall be deemed to constitute one and the same instrument.

- F. Electronic Delivery. Executed copies of this Agreement may be delivered electronically to either Party, and such signatures shall be deemed fully enforceable signatures to this Agreement.

- G. Joint Preparation. County and Seller mutually represent and warrant that they have each had the opportunity to be represented by counsel of their choice in negotiating this Agreement. This Agreement shall be deemed to have been negotiated and prepared between the Parties with the advice and participation of counsel. This Agreement shall be interpreted in accordance with its terms without favor to either Party and without any presumption against the drafting Party.

- H. Governing Law; Venue. The sole venue for any dispute shall be the Superior Court of the County of Santa Cruz, and the terms and provisions of this Agreement shall be interpreted under the laws of the State of California.

[Signatures on next page]

In WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

Seller	County of Santa Cruz
SAN LORENZO VALLEY WATER DISTRICT, <u>General Manager</u>	Matt Machado, Deputy CAO, Director of Community Development and Infrastructure
_____	_____
Print: _____	_____
	Date
	Date
	Approved as to Form:

	Office of County Counsel _____
	Date
	Approved as to Insurance:

	Risk Management _____
	Date
	Recommended for Approval:

	Real Property _____
	Date

MEMO

DATE: February 1, 2024
TO: Board of Directors, San Lorenzo Valley Water District
FROM: Brian Frus, Interim General Manager
SUBJECT: Contract Change Orders - Alta Via Pipeline Replacement Project

WRITTEN BY: Joel Scianna, Assistant Engineer

PRESENTED BY: Garrett Roffe, Engineering Manager

STAFF RECOMMENDATION

That the Board authorize the Interim General Manager to approve the attached Contract Change Orders 6 and 9 for payment to Anderson Pacific Engineering Construction, Inc. as part of the District's Alta Via Pipeline Replacement project.

RECOMMENDED MOTION

I move that the Board authorize the Interim General Manager to approve Contract Change Orders 6 and 9 for payment to Anderson Pacific Engineering Construction, Inc. for the Alta Via Pipeline Replacement in the sum of \$34,915 increasing the not to exceed contract amount from \$2,535,064 to \$2,569,979.

BACKGROUND

The Alta Via Neighborhood in Brookdale (including Alta Via Drive, Monan Way, and Prospect Ave) was damaged by the 2020 CZU fires, destroying above ground water mains in the area as well as several homes. The District's Alta Via Pipeline Replacement project includes installation of a permanent pipeline beneath the roadway, which will replace the temporary fix in place since 2020. The project also greatly increases the number of fire hydrants in the neighborhood. On February 3, 2022, the Board authorized the District Manager to enter into a Contract Agreement with Anderson Pacific Engineering Construction, Inc. for the bid amount of \$2,107,470. On February 28, 2022, the Contract Agreement was executed. Anderson Pacific Engineering Construction, Inc. has submitted pricing for payment in the form of two contract change orders:

CCO 6 - Highway 9 Tie-In Relocation

While excavating for the proposed Highway 9 Tie-In, Anderson Pacific encountered unmarked underground gas pipes. Because these pipes were so close to our water main within Highway 9, we were forced to route the new pipe underneath and connect on the opposite side of our Highway 9 main. This reroute required additional fittings, paving, labor, and traffic control which amounted to \$23,609.

CCO 9 - Extension of Cross-Country Pipe Section

This project includes several hundred feet of cross country pipeline connecting the end of Monan Way to Alta Via Drive. Construction of this

portion of the project was delayed awaiting environmental regulators, and as such had to be installed and tested separately to the rest of the pipeline. To minimize work in undisturbed areas and protect existing trees, the pipeline route was revised to follow an existing fire access path. The required extra labor, testing, and materials amounted to \$11,306.

ENVIRONMENTAL REQUIREMENTS

There is no required environmental work.

PRIOR COMMITTEE ACTION

None

FISCAL IMPACT

The cost of the above change orders totals \$34,915 and will result in an increase to the total not-to-exceed contract amount from \$2,535,064 to \$2,569,979. There is sufficient project budget allocated in FY 23-24 to cover the proposed change orders.

ATTACHMENTS

1. Contract Change Order 6
2. Contract Change Order 9



Alta Via Pipeline Replacement Project – Contract Change Order 6 (Highway 9 Tie-In Relocation)

01/25/2024

Change Order No. 06

Contract No. 21/22-16

To: Anderson Pacific Engineering Construction, Inc.

This Change Order No. 06 for the San Lorenzo Valley Water District’s Alta Via Pipeline Replacement Project encompasses the following changes to Contract No. 21/22-16:

1. An Extra Work adjustment encompassing costs accrued for the relocation of the Highway 9 tie-in at Prospect Avenue. The rerouted connection avoided unforeseen gas and electrical pipes which were blocking the planned connection. This work required additional materials, labor and traffic control which amounted to \$23,609.18.
2. This \$23,609.18 includes labor and expenses over 6 days (10/30/23, 11/6/23 - 11/10/23)

Payment Adjustment at Agreed Lump Sum of \$23,609.18; Adjusted Contract Price is \$2,558,673.03.

By signing this change order all parties agree to the preceding changes to the plans, specifications, and contract documents.

Brian Frus, Interim General Manager
San Lorenzo Valley Water District

Date: _____

Michael P. Gossett, Project Manager
Anderson Pacific Engineering Construction, Inc.

Date: _____



Alta Via Pipeline Replacement Project – Contract Change Order 9 (Extension of Cross-Country Pipe Section)

01/25/2024

Change Order No. 09

Contract No. 21/22-16

To: Anderson Pacific Engineering Construction, Inc.

This Change Order No. 09 for the San Lorenzo Valley Water District’s Alta Via Pipeline Replacement Project encompasses the following changes to Contract No. 21/22-16:

1. An Extra Work adjustment encompassing costs accrued for the re-routing of the 6” cross country water main. This re-route follows the existing fire access road, and was agreed upon to avoid trees and unnecessary work in undisturbed areas. Delays related to waiting on environmental compliance also resulted in this cross country section needing to be tested independently. This work required additional materials labor and testing which amounted to \$11,305.68.
2. This \$11,305.68 includes labor and expenses over 3 days (11/22/23, 11/29/23, and 11/30/23)

Payment Adjustment at Agreed Lump Sum of \$11,305.68; Adjusted Contract Price is \$2,569,978.71.

By signing this change order all parties agree to the preceding changes to the plans, specifications, and contract documents.

 Brian Frus, Interim General Manager
 San Lorenzo Valley Water District

Date: _____

 Michael P. Gossett, Project Manager
 Anderson Pacific Engineering Construction, Inc.

Date: _____

JAN 20 REC'D

January 20, 2024
Board of Directors
San Lorenzo Valley Water District
13060 Highway 9
Boulder Creek, CA, 95006

Dear San Lorenzo Valley Water District Board Members:

We are 50 year residents of Boulder Creek and would like to respond to The 2023 Rate Study from the District web site, with the following comments:

- We lived here during the 1982/1983 storms, the 1989 earthquake, years of frozen pipes and numerous years of weather, natural disaster and facilities related problems. Unplanned expenses should be included in our annual budget, rather than an "after the fact" emergency expense response.
- In the 1980's, we volunteered to be on a District planning committee, which was given the job of coming up with solutions, that would help alleviate any septic tank pollution in the San Lorenzo River, as required by the State Water Quality Control Board. After our having put in hundreds of hours, the District board rejected any of our proposals, and decided to use a plan of their own, spending several million dollars on a project that was ultimately not feasible. Customers were assessed \$500 to pay off that expense up front, or had it added to their property tax bill. Likely, that was over an extra years' worth of water bills at that time.
- In 2009, a 35% rate increase was proposed/implemented, for deferred maintenance and increased costs, not unlike your current reasoning.
- In 2013, a 65% rate increase was proposed/implemented for similar reasons.
- In 2021, another increase was proposed/implemented, this time to cover a surcharge for the CZU fire costs, which added another 27% to our basic water charge. It appears, from the Rate Study, that this cost will continue with the current proposal.
- Per Page 20 of the Rate Study, the monthly service charge plus the new capital charge will add up to an increase of \$20.35, a 58% increase, just for the 1st year.
- The proposed tiered system, per Page 22 of the Rate Study, indicates that the average household usage is 6 units per month, but anything over 4 units will be in Tier 2 or above. Because of the restrictive level of 4 units, the average user would be penalized with an excessive usage fee, an additional hidden cost increase. Though the majority of us tend to focus on our direct costs, it also would be a fallacy to assume that increased commercial and industrial increases would not be passed on to us, as consumers shopping in the valley.
- Per Page 16, under the guise of equity, the 3 tiered system would be penalizing households with families, and benefiting single households, after the first year. A household of 4, as well as one of 1, would be expected to use no more than 4 units to remain in the lower tier. Obviously, more people are going to use more water.
- We have a bill from the District from 12/2012. It was tiered, but Tier 1 was 5 units per month, not 4, like the new proposal. The per unit charge was \$2.71. The total bill was \$87.45 for 2 months. \$43.73 per month. I also have a bill from 11/2023. It wasn't tiered, but the per unit charge was \$12.66. The total bill was \$133.63 for 1 month. That's a 467% increase in per unit charge, and a 306% increase in our bill, for essentially the same usage. During those same 11 years, per the US

government CPI data, the cumulative rate of inflation was 33.7%. Even before the proposed increase, the District usage charge is almost 14 times the inflation rate.

In conclusion, current times are not easy. In our opinion, the District seems to have a history of fiscal irresponsibility. The new proposal is rather complicated to assess, perhaps by design. Our bills and their increases are real though. It's time for a more realistic approach to solving financial shortfalls, keeping more in line with general inflation rates for us, as consumers, and planning for future financial needs.

Sincerely:

Marc & Donna Wentzel
Boulder Creek