



**BOARD OF DIRECTORS
SAN LORENZO VALLEY WATER
DISTRICT
REGULAR MEETING
AGENDA
JANUARY 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 meeting of the Board of Directors of the San Lorenzo Valley Water District will be held on **Thursday, January 19, 2023, at 5:30 p.m.**, via videoconference and teleconference. Open Session begins at 6:30 p.m.

There will not be any physical location for this meeting. Pursuant to AB 361 and San Lorenzo Valley Water District Resolution No. 4 (21-22), this meeting will be conducted by video/teleconference. 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. The meeting access information is as follows:

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. Additions and Deletions 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. PUBLIC EMPLOYEE ANNUAL PERFORMANCE EVALUATION
Government Code section 54957
Title: District Manager
- b. CONFERENCE WITH LABOR NEGOTIATORS
Gov. Code section 54957.6
Agency designated representatives: District Manager, Rick Rogers;
District Counsel, Gina Nicholls
Employee Organizations: Classified Employees Union and Management,
Supervisory and Confidential Employees Unit
- c. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Property: APNs 083-251-71 (540 acres of watershed land) and 083-251-21 (wastewater system land) over which the District may need easements
Agency negotiators: District Manager, Rick Rogers;
District Counsel, Gina Nicholls
Negotiating parties: Jim Moore, Big Basin Water Company
Under negotiation: Price and terms of payment

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/Roll Call

6. Report of Actions Taken in Closed Session

7. Additions and Deletions:

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. President's Report

No action will be taken and discussion may be limited at the Chairperson's discretion.

10. Unfinished Business:

Members of the public will be given the opportunity to address each agenda item prior to Board action. 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.

- a. REMOTE MEETING AUTHORIZATION UNDER AB 361
Discussion and possible action to ratify Resolution No. 4 (21-22) proclaiming an ongoing state of local emergency and authorizing remote meetings for another 30 days during the COVID-19 pandemic.

11. New Business:

Members of the public will be given the opportunity to address each agenda item prior to Board action. 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.

- a. STORM UPDATE
Oral update by the District Manager on the storm.

- b. HUCKLEBERRY ISLAND EMERGENCY MAIN REPAIR
Discussion and possible action by the Board regarding approval of an emergency contract with Anderson Pacific Engineering Construction, Inc. to construct an emergency bypass of mainline.
- c. SANTA CRUZ INTEGRATED REGIONAL WATER MANAGEMENT PLAN
Discussion and possible action by the Board regarding adoption of the IRWMP and authorization of plan representative from the District.
- d. DEPARTMENT OF WATER RESOURCES URBAN COMMUNITY DROUGHT RELIEF FUNDING GRANT
Discussion and possible action by the Board regarding the DWR Grant and authorization of representative from the District.
- e. BOARD COMMITTEE APPOINTMENTS FOR 2023
Discussion and possible action by the Board appointments of Board members to committees.

12. 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 or a member of the public.

- a. BOARD OF DIRECTORS MINUTES 12.15.22

13. 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.

- DISTRICT MANAGERS REPORT
No action will be taken and discussion may be limited at the Chairperson's discretion.
- DEPARTMENT STATUS REPORTS
Receipt and consideration by the Board of Department Status Reports regarding ongoing projects and other activities.
 - Engineering
 - Environmental
 - Finance
 - Legal
- COMMITTEE REPORTS
 - Future Committee Agenda Items
 - Committee Meeting Notes/Minutes

- Engineering & Enviro Committee Minutes 12.12.22
- Special Admin Committee Minutes 12.16.22

14. Written Communication:

- Letter from LAFCO soliciting nominations - 12.14.22

15. Informational Material: None

16. Re-Adjourn to Closed Session (if needed)

17. Re-Convene to Open Session (if needed)

18. Report of Actions Taken in Closed Session (if needed)

19. Adjournment

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

Certification of Posting

I hereby certify that on January 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, 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 13, 2023.

Holly B. Hossack, District Secretary



TO: Board of Directors,
San Lorenzo Valley Water District

FROM: Gina R. Nicholls, District Counsel

DATE: January 19, 2022

RE: Continuation of Remote Meeting Authorization Under AB 361 and San Lorenzo Valley Water District Resolution No. 4 (21-22)
502665-0001

SUMMARY:

Statewide legislation Assembly Bill (AB) 361 amended the Brown Act and thereby changed the manner in which local agencies such as the District may continue to conduct remote meetings during a declared state of emergency such as COVID-19, through January 1, 2024. On October 7, 2021, the Board of Directors of the District adopted Resolution No. 4 (21-22), which proclaims an ongoing state of local emergency and authorizes the District to hold remote meetings during the COVID-19 pandemic.

RECOMMENDATION:

By motion of the Board of Directors, ratify and re-adopt the attached Resolution No. 4 (21-22) so that it continues in effect for another thirty (30) days from today's date.

For administrative convenience, motions ratifying and re-adopting the Resolution will be documented in the Board meeting minutes. The District will not generate a new resolution each time this occurs, and the Resolution will continue to have the same number, Resolution No. 4 (21-22).

BACKGROUND:

In order for the District to continue conducting remote meetings (i.e., by Zoom, GoTo Meeting, or other video/teleconference platform) of the Board and Committees in compliance with the Brown Act, the Board must make appropriate findings consistent with AB 361. The specific findings required by AB 361 are as follows:

- a) A proclaimed state of emergency is in effect;
- b) State or local officials have imposed or recommended measures to promote social distancing; and
- c) As a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

The attached resolution contains the necessary findings. If re-adopted, the resolution would apply to all Board and Committee meetings of the District for another 30 days. The Board must reconsider and re-adopt the resolution every 30 days for it to continue in effect.

If the resolution is not re-adopted, then once it expires, District meetings subject to the Brown Act would need to comply with standard teleconference requirements as they existed “pre-pandemic”. “Pre-pandemic” requirements for remote meetings include: (1) a quorum of the Board or Committee must be physically present at designated meeting location(s) within the agency’s jurisdiction; and (2) in order for any Board or Committee member to participate in the meeting from a remote location:

- a) each remote location shall be identified in the posted meeting agenda;
- b) a copy of the meeting agenda must be posted for the requisite time period (usually 72 hours in advance) at each remote location; and
- c) each remote location shall be accessible to the public.

ATTACHMENTS:

Attachment A – Resolution No. 4 (21-22)

ATTACHMENT A

San Lorenzo Valley Water District Resolution No. 4 (21-22)

[See Following Pages]

**SAN LORENZO VALLEY WATER DISTRICT
RESOLUTION NO. 4 (21-22)**

**SUBJECT: A RESOLUTION OF THE SAN LORENZO VALLEY WATER DISTRICT
PROCLAIMING AN ONGOING STATE OF LOCAL EMERGENCY AND
AUTHORIZING REMOTE MEETINGS DURING THE COVID-19 PANDEMIC**

WHEREAS, the San Lorenzo Valley Water District ("District") is committed to preserving public access and participation in meetings of the Board of Directors ("Board"), including meetings held during a proclaimed state of emergency; and

WHEREAS, all meetings of the District's legislative bodies including the Board and the District's standing committees are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend and participate; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition is that a state of emergency is declared, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons caused by conditions as described in Government Code section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the District's boundaries, caused by natural, technological, or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or, the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, such conditions now exist in the District, specifically, on March 4, 2020, the Governor declared a statewide emergency based on the COVID-19 pandemic, and the Governor's declaration of a state of emergency continues in effect; and

WHEREAS, state and local officials such as the California Department of Public Health, Cal/OSHA and Santa Cruz County Public Health continue to recommend social distancing measures; in particular, County Public Health recommends the use of face coverings indoors and moving activities and meetings outdoors to the greatest extent possible; and

WHEREAS, the Board of Directors does hereby find that the COVID-19 pandemic continues to imperil the health and safety of individuals, especially where individuals from multiple households gather indoors under circumstances and risks of exposure to COVID-19 cannot adequately be controlled through adherence to Cal/OSHA regulations and public health guidance, and accordingly the District desires to continue its proclamation of a local emergency and ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the local emergency, the Board of Directors does hereby find that the legislative bodies of the District shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953; and

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

1. The Board hereby proclaims that a local emergency continues to exist throughout the District, and Board and Committee meetings are likely to involve gathering individuals from multiple households indoors under circumstances where risks of exposure to COVID-19 cannot adequately be controlled through adherence to Cal/OSHA regulations and public health guidance; and

2. The Board hereby ratifies the Governor's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

3. The District Manager, District staff, and all legislative bodies of the District (including the Board and all standing Committees) are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public remote meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

4. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) 30 days from adoption of this Resolution, or such time the Board of Directors ratifies or re-adopts this Resolution (or a subsequent resolution) in accordance with Government Code section 54953(e)(3) to extend the time during which the

legislative bodies of the District may continue to conduct remote meetings without compliance with paragraph (3) of subdivision (b) of section 54953.

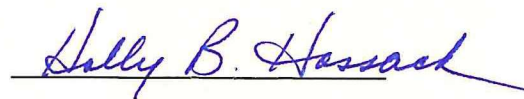
PASSED AND ADOPTED by the Board of Directors of the San Lorenzo Valley Water District, County of Santa Cruz, State of California, on the 7th day of October 2021, by the following vote of the members thereof:

AYES: G. Mahood, L. Henry, J. Ackemann, B. Fultz, M. Smolley

NOES:

ABSENT:

ABSTAIN:



Holly B. Hossack,
District Secretary

MEMO

To: Board of Directors
From: District Engineer
Subject: Huckleberry Island Main Repair
Date: January 19, 2023

Recommendation: Staff recommend that the Board review this Memo and direct the District Manager to *negotiate and enter into a contract with Anderson Pacific Engineering Construction, Inc. to construct an emergency bypass of approximately 750-LF of 12-inch main.*

Note that due to the emergency nature of this work, District Staff and Anderson Pacific Engineering Construction, Inc. (APEC) have already begun work under the recommended contract.

Background: The District operates a 12-inch main between the Felton area wells and the Boulder Creek area. This main, generally referred to as the “HUD main”, is the primary backbone used to move well water north in the summer and treated surface water south in the winter. A single 6-inch connection to the HUD main provides the residents of Huckleberry Island with potable water.

The HUD main suffered a failure attributed to excess shear stress imposed on the main by scouring of soil around the pipeline on the evening of Friday, September 3, 2021. The scouring was caused by a small creek overflowing its banks upslope of the pipe failure location. District forces responded and shut the HUD main down on either side of the break, but were unable to restore service due to the catastrophic nature of the failure.

Current Activities: The District has engaged APEC on an emergency basis to construct a new, temporary jumper around the failed pipe. The temporary jumper will be constructed using 12-inch high density polyethylene (HDPE) pipe and will make connection to the existing main east of the Island and north of Pacific St, run south to Pacific St (a private ROW), then west along Pacific St to the Huckleberry Island bridge. The new main will cross the San Lorenzo River on the Huckleberry Island bridge, then run north and east along the existing 6-inch main easement to the existing 12-inch main, where it will make connection to the existing 12-inch main north and west of the recent break location and the stream which overflowed and caused the current failure. The temporary jumper will be placed at grade, and will be secured to the bridge railing. The 6-inch main

providing service to the residents of Huckleberry Island will be tied in to the jumper at the north end of the Huckleberry Island bridge.

APEC was chosen for the emergency response based on the following:

- The District has a solid working relationship with APEC, having recently completed the Lompico Tanks and 2020 CIP Pipeline Improvements projects;
- APEC has extensive experience with the San Lorenzo Valley and with the County of Santa Cruz;
- APEC is under contract to construct the Alta Via Pipeline Replacement and has an established staging area within one (1) mile of the work site; and
- APEC was able to mobilize to the site and begin work immediately on January 1, 2023.

Costs: District staff anticipate a cost of less than \$325,000, based on costs of recent projects. The emergency nature of the work requires a Time and Materials, Not to Exceed (T&M NTE) delivery method in place of the more commonly used hard bid delivery method.



Josh Wolff, P.E.
District Engineer

SAN LORENZO VALLEY WATER DISTRICT

EMERGENCY CONSTRUCTION CONTRACT

AGREEMENT

THIS AGREEMENT (hereafter, "Agreement") is made on this 1st day of January, 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 with widespread flooding that have caused a water main break at the San Lorenzo River crossing at Huckleberry Island and water service outages, 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.

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, repairing water main breaks and all appurtenances (i.e. CMLC, AC, HDPE, and Ductile Iron), temporary traffic control, welding, fusing, polyethylene lateral services, valve replacements, excavation, backfill, trenching, compaction, 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 commence on the date first stated above ("execution date"), and will continue through January 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 rate schedule outlined in Exhibit "A" and equipment costs established by the Caltrans Equipment Rate Handbook, unless otherwise modified and mutually agreed by the Parties in

writing. The total compensation for all Work performed under the terms and conditions of this Agreement shall not exceed \$325,000 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-erections, 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: _____
Rick Rogers, District Manager

By: 
Signature

Name: Scott L. Schumacher
Title: Vice President - Underground, Grading
& Paving Division

ATTEST:

ATTEST:

By: _____
Holly Hossack, District Secretary

By: 
Signature

Name: Angela Schellenberg
Title: Project/Safety Manager

APPROVED AS TO FORM:



By: _____
Gina Nicholls, District Counsel

Exhibit "A"

Labor and Equipment Rate Schedule

[See Following Pages]

MEMO

To: Board of Directors

From: District Manager

Prepared by: Environmental Programs Manager

SUBJECT: Santa Cruz Integrated Regional Water Management (IRWM) Project
Funding Resolution and Adoption of the IRWM Plan (2019 addendum)

DATE: January 19, 2023

Recommendation

It is recommended that the Board of Directors review this memo and approve the attached resolution to authorize the Regional Water Management Group (RWMG) to apply for grant funding on behalf of the District, and adopt the IRWM Plan.

Background

The Santa Cruz Integrated Regional Water Management (IRWM) program provides a framework for local stakeholders to manage this region's water and water-related resources. The Santa Cruz IRWM Plan was developed in response to California's IRWM planning initiative to promote an informed, locally-driven, and consensus-based approach to water resources management.

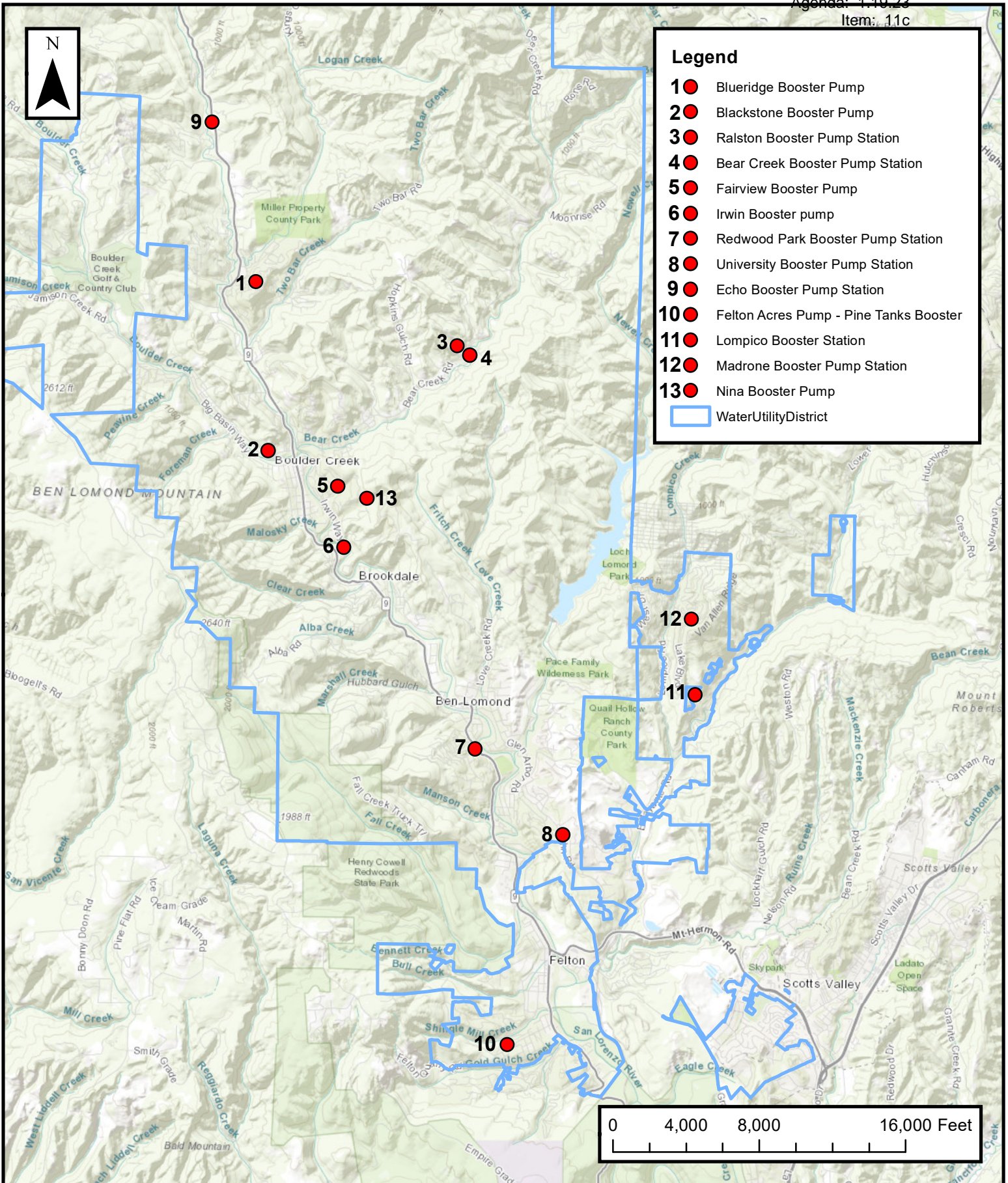
The IRWM Plan includes strategies for developing and implementing policies and projects to ensure sustainable water use, reliable water supply, better water quality, improved flood protection and storm water management, and environmental stewardship.

The District was invited to submit a full application for fire hardening 13 pump house structures through replacement of wooden structures with brick within its system as shown in exhibit A. The total cost of the funding request is \$305,000 with a 50% match of \$305,000.

In September 2016 the Board of Directors executed a Memorandum of Agreement (exhibit B) on behalf of the District to allow RWMG to apply for grant funding on the District's behalf. The IRWM plan (link below) also needs to be adopted for the District to be eligible to receive grant funding through the program.

Implementing agencies, including agencies that will lead activities to be reimbursed by the grant, must adopt a resolution authorizing the RWMG to apply for funds on their behalf as well. As the SLVWD is expected to benefit from this proposed grant, staff is requesting adoption of the attached resolution (exhibit C) and IRWM Plan.

IRWM Plan 2019 Addendum: <https://www.santacruzirwmp.org/plan>



Date: 12/14/2022
 Scale: 1:82,000
 Drawn By: WWL
 Approved By: JLW

IRMW Grant: Targeted
 Pump House Locations

13060 Hwy 9
 Boulder Creek, CA
 95006

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MEMORANDUM OF AGREEMENT FOR THE SANTA CRUZ INTEGRATED REGIONAL WATER MANAGEMENT PLAN

1. PURPOSE

The purpose of this interagency cooperative memorandum of agreement (MOA) is to reaffirm the mutual agreements of the participating organizations with respect to their joint efforts in developing, implementing, and updating the Integrated Regional Water Management Plan (IRWMP) that will increase coordination, collaboration and communication in addressing the region's water resources issues. The signatories hereby join together for a common and specific purpose to develop and implement the Santa Cruz IRWMP. This MOA updates and continues the efforts initiated under the previous 2006 and 2011 MOAs.

2. IRWMP GOALS AND OBJECTIVES

The Santa Cruz IRWM Plan goals are intended to be a general summary of the desired state that regional agencies are collectively working to achieve:

- Provide safe, reliable, and affordable water supply to meet current and expected regional demand without causing undesirable environmental impacts.
- Maintain and improve regional surface and groundwater quality to protect beneficial uses.
- Improve the condition of upland riparian and aquatic ecosystems to support the native species, watershed functions, and regional water needs.
- Reduce flood hazards and manage stormwater runoff through policies and projects that enhance natural hydrologic function and protect communities.

Objectives for the Santa Cruz Integrated Regional Water Management (IRWM) are listed below, according to the four functional areas. Each objective is measurable by indicators that are specific, quantifiable, time-limited enabling performance of the IRWMP to be evaluated over time.

Water Supply

- Ensure a reliable and sustainable water supply through strategies that diversify the supply portfolio, develop alternative/supplemental sources, protect and enhance surface water and groundwater, protect against seawater intrusion, and maximize efficient delivery and use.
- Reduce water demand as technically and economically feasible, particularly in relation to the cost of additional sources.

Water Quality

- Reduce the sources of harmful pollutants (e.g., sediment, bacteria, nitrate, persistent organics and other toxic constituents) and their impacts on aquatic resources.

Watershed Resources

- Improve and protect watershed ecosystems to support healthy watershed function.
- Increase the habitat quality and quantity of critical aquatic ecosystems (i.e., streams, tidal wetlands, and freshwater wetlands).

Flood/Stormwater

- Implement integrated flood management strategies that reduce hazards and impacts from floods and provide diverse benefits (e.g., improve stormwater quality, protect ecosystems, increase groundwater recharge).

3. DEFINITIONS

3.1. **Integrated Regional Water Management Plan (IRWMP).** The California Water Code defines IRWMP as "a comprehensive plan for a defined geographic area, the specific development, content, and adoption of which shall satisfy requirements developed pursuant to this part. At a minimum, an Integrated Regional Water Management Plan describes the major water-related objectives and conflicts within a region, considers a broad variety of resource management strategies, identifies the appropriate mix of water demand and supply management alternatives, water quality protection, and environmental stewardship actions to provide long-term, reliable, and high-quality water supply and protect the environment, and identifies disadvantaged communities in the region and takes the water-related needs of those communities into consideration." (CWC §10530 *et seq.*)

3.2. **IRWM Planning Region** also known as the IRWM Region. The geographic area in which consolidated planning and coordination efforts including stakeholders, agencies and projects are conducted. Regions are self-forming and organizing. Regions are to be geographically contiguous and determined with regard to shared water management issues, stakeholders, and water-related conflicts. In March 2009, the California Department of Water Resources' (DWR) established a Region Acceptance Process to evaluate and approve an IRWM region. Approval of an IRWM region by DWR is required before a region can submit an application for IRWM grant funds. There are 48 IRWM regions statewide, six IRWM regions in the Central Coast Funding Area. In September 2009, DWR formally approved the Santa Cruz IRWM region. The Santa Cruz region encompasses all of the watersheds of Santa Cruz County, excluding the Pajaro watershed, but including the Watsonville Sloughs watershed. The Pajaro watershed is within the adjacent Pajaro IRWM region.

3.3. **Central Coast Funding Area (CCFA).** The Central Coast Funding Area (CCFA) is one of 12 funding areas statewide allocated a specific amount of funding to support IRWM activities (Water Code section 79744 (a)). The CCFA includes six IRWM Regions and incorporates lands in portions of the counties of Santa Clara (south of Morgan Hill), San Mateo (southern portion), Santa Cruz, San Benito, Monterey, Kern (small portions), San Luis Obispo, Santa Barbara, Ventura (northern portion).

3.4. **Regional Water Management Group (RWMG).** State guidelines define the RWMG as a group of three or more agencies, at least two of which have a statutory authority over water

supply or water management, as well as those persons who may be necessary for the development and implementation of an IRWM Plan, pursuant to the requirements in CWC §10540 and §10541.

For the Santa Cruz IRWM program, the RWMG consists of local agencies with statutory authority over water management and related resources, and the Regional Water Management Foundation (RWMF) which serves as the administrative entity. The RWMG presently includes:

- Central Water District
- City of Capitola
- City of Santa Cruz
- City of Scotts Valley
- City of Watsonville
- County of Santa Cruz
- Santa Cruz County Sanitation District
- Davenport County Sanitation District
- Resource Conservation District of Santa Cruz County
- San Lorenzo Valley Water District
- Scotts Valley Water District
- Soquel Creek Water District
- Regional Water Management Foundation

3.5. **Steering Committee.** The Santa Cruz IRWM Steering Committee is an active, decision-making sub-group of the RWMG that is designed to be broad representative of the RWMG yet small enough to effectively make decisions in a timely manner. The Steering Committee meets on a regular basis to oversee IRWMP implementation and coordinate efforts as needed. The Steering Committee currently consists of the County Water Resources Division Director, the Executive Director of the Resource Conservation District, and the General Manager/Director of a water supply agency. These individuals continue to serve as the Steering Committee unless a majority vote of the Partner Agencies (based on one vote per agency) replaces all or some of the Steering Committee members or a replacement is necessary due to an individual's resignation. The Steering Committee is to provide representation for the four functional planning areas – water supply, water quality, watershed resources, and flood/stormwater management. Since 2014, a Director of a public works agency has participated in Steering Committee meetings. The RWMF program director participates as a non-voting member of the Steering Committee and provides staff support. All Steering Committee decisions with material financial implications shall be ratified by the RWMG.

The Steering Committee provides information and consults with the RWMG, and performs the following functions on behalf of the RWMG

- guides IRWM Plan development and implementation;
- acts as a liaison to the Regional Water Management Foundation (see below) and all

- stakeholders, including state agencies, elected officials, and the public;
- coordinates funding proposals;
- promotes project integration of multi-benefit projects;
- ensures stakeholder participation; and,
- tends to administrative matters concerning IRWM efforts.

3.6. Regional Water Management Foundation (RWMF). The RWMF was established in 2007 to provide an organizational structure to support the implementation of the Santa Cruz IRWMP. The RWMF is a subsidiary of the Community Foundation Santa Cruz County (CFSCC). The RWMF is a separate 501(c)(3) tax-exempt nonprofit organization. It has its own Board of Directors and staff, with an office located at the CFSCC. The seven member Board, includes four directors appointed by the Community Foundation and three Public Agency directors; currently, the Public Agency director seats are filled by the Steering Committee members. The primary objectives of the RWMF are to (1) protect communities in Santa Cruz County from water shortages and floods; (2) protect and improve water quality and the natural environment in Santa Cruz County; and, (3) improve water supply reliability in Santa Cruz County.

The RWMF served as the grantee on prior IRWM grants awarded to the Santa Cruz region, including: a 2007 IRWM Implementation grant, a 2011 IRWM Planning grant; a 2013 Disadvantaged Communities Engagement Pilot Project; a 2016 IRWM Implementation Grant. The RWMF provided management and administration of these grants and served as the central hub for reporting, invoicing, and inter-agency coordination. The RWMF has also assisted with the preparation of grant applications and provided administrative services to agencies awarded grants that are complementary to IRWM efforts.

3.7. IRWM Stakeholders. Stakeholder group includes a diverse range of resource agencies, municipalities, local districts, interest groups, and residents with an interest in water resources planning and management. Efforts to engage, inform and provide opportunities for stakeholders to actively participate in IRWM have occurred from the program's inception. The stakeholder engagement seeks to ensure that diverse interests and perspectives are considered in establishing the region's water management goals, objectives, strategies and priorities. Local agencies, organizations, and stakeholders have opportunities for input on the IRWM Plan development and specific projects through meetings and workshops and the broader community informed through boards, advisory groups, meetings and events.

3.8. IRWM Projects. The California Water Code (§10537) establishes that IRWM projects and programs are those that accomplish any of the following objectives;

- a) Reduce water demand through agricultural and urban water use efficiency.
- b) Increase water supplies for any beneficial use through the use of any of the following, or other, means:
 - 1. Groundwater storage and conjunctive water management
 - 2. Desalination

Attachment: Attachment 3: MOA - SC IRWM_2016 [Revision 1] (2748 : Integrated Regional Water Management – Northern Santa Cruz County)

3. Precipitation enhancement
4. Water recycling
5. Regional and local surface storage
6. Water use efficiency
7. Stormwater management

- c) Improve operational efficiency and water supply reliability, including conveyance facilities, system reoperation, and water transfers.
- d) Improve water quality, including drinking water treatment and distribution, groundwater and aquifer remediation, matching water quality to water use, wastewater treatment, water pollution prevention, and management of urban and agricultural runoff.
- e) Improve resource stewardship, including agricultural lands stewardship, ecosystem restoration, flood plain management; recharge area protection, urban land use management, groundwater management, water-dependent recreation, fishery restoration, including fish passage improvement, and watershed management.
- f) Improve flood management through structural and non-structural means, or by any other means.

4. SUMMARY OF SANTA CRUZ IRWM EFFORTS TO DATE

2005 – A Preliminary IRWMP was developed and a Proposition 50 IRWM grant proposal submitted to the Department of Water Resources and the State Water Resources Control Board, with the Community Foundation of Santa Cruz County (CFSCC) serving as applicant at the behest of the Partner Agencies.

2006 – The Partner Agencies (presently referred to as the Regional Water Management Group) entered into a Memorandum of Agreement (MOA) to establish an institutional framework to implement the IRWMP under the context of a single, regional grant agreement. The MOA describes the Partner Agencies' and CFSCC's responsibilities to fulfill the terms of the Prop 50 IRWM Implementation grant agreement. Signatories to the 2006 MOA include:

- o Soquel Creek Water District
- o Scotts Valley Water District
- o County of Santa Cruz
- o Resource Conservation District of Santa Cruz County
- o Santa Cruz County Sanitation District
- o Davenport County Sanitation District
- o City of Santa Cruz
- o City of Watsonville
- o Watsonville Wetlands Watch
- o Community Foundation of Santa Cruz County

2007 – The SWRCB awarded a \$12.5 million grant to the CFSCC to fund the implementation

of high priority IRMW projects in the region. In 2007, the CFSCC created a subsidiary organization, the RWMF, to support the IRWMP efforts and the Prop 50 administrative duties.

2008 – The RWMF and SWRCB executed a Proposition 50 IRWM Implementation Grant that awarded \$12.5m for local agencies to implement 15 high priority components addressing water supply, water quality, and watershed/habitat condition. Many of components feature multi-benefit projects with on-the ground improvements in multiple locations. In total, over 50 projects were completed at more than 80 sites in the County from 2008 - 2013. The total cost of the implementation, including local match contribution, was over \$30m. The RWMF served as grantee and provided the administration and coordination of this grant.

2009 – The Santa Cruz Region successfully completed the state's IRWM Regional Acceptance Process, through which the region was formally evaluated and approved by the Dept. of Water Resources. Approval is a requirement to be eligible for IRWM grant funding. This effort was coordinated by the Santa Cruz IRWM Steering Committee with the RWMF and consultant support.

2010 – The Santa Cruz Region conducted an open solicitation for partners, affiliates, and stakeholders to submit planning and implementation projects for inclusion in the IRWMP. Also, local agencies initiated the renewal and update of the 2006 IRWM Memorandum of Agreement. Central Water District joined as new signatory.

2011 – The RWMF and DWR executed a Proposition 84 IRWM Planning Grant that awarded approximately \$1m for IRWM planning efforts in the region. The grant funded an update of the 2005 IRWM Plan and key technical studies to inform water resources management. The technical studies included: Aromas and Purisima Groundwater Basin Management; Santa Margarita Groundwater Basin Model Update; Conjunctive Use and Water Transfers (Phase II); and Watsonville Sloughs hydrology study.

2013 – The Santa Cruz Region was one of seven regions selected statewide to participate in a pilot project to identify methods and strategies to enhance economically disadvantaged community participation in the IRWM planning process. The RWMF served as grantee and supported this work that targeted efforts in Watsonville and Davenport.

2014 – A comprehensive update of the Santa Cruz IRWM Plan was completed. The Plan was reviewed and approved by the Department of Water Resources. Each of the Santa Cruz RWMG agencies formally approved the Plan through a publicly noticed process.

2015 – The City of Capitola and the City of Scotts Valley formally join the RWMG. With these additions, all municipalities within the IRWM region are members of the RWMG and have approved the 2014 IRWM Plan.

2016 – The DWR recommended the Santa Cruz IRWM region receive a \$1.2m grant to implement three projects to enhance water supply reliability, improve drinking water quality, and provide recycled water.

5. PROPOSITION 1 FUNDING FOR IRWM AND CENTRAL COAST FUNDING AREA COOPERATIVE AGREEMENT

Proposition 1 (Water Code §79744) authorized \$510 million for projects that are included in and implemented in an adopted IRWM plan that is consistent with Water Code §10530, et seq., and respond to climate change and contribute to regional water security. Funding is administered by the Department of Water Resources (DWR) which awards funding through competitive grants for IRWM planning and projects. \$510 million is allocated across 12 hydrologic region-based Funding Areas; \$43 million is allocated to the Central Coast Funding Area.

Since 2005, the six CCFA IRWM regions have worked to improve the IRWM planning process, to coordinate planning across region boundaries, and to facilitate the distribution of funding for IRWM projects by DWR. In May 2016, the CCFA IRWM regions entered into a Memorandum of Agreement (CCFA MOA) (incorporated herein by this reference). The primary intent of the CCFA MOA is to share Proposition 1 IRWM funding allocated to the CCFA among the six IRWM regions in a fair and equitable manner. The CCFA MOA will enhance the potential to improve inter-regional cooperation and efficiency. The CCFA MOA is also intended to reduce the need for the regions to compete against each other for grant funds, which creates unnecessary economic inefficiencies in implementing each region's IRWM Plan. Each region will retain autonomous control over how funds are allocated within their respective IRWM regions. Each IRWM region will independently determine and prioritize projects to be funded within its IRWM region consistent with the IRWM program guidelines.

The CCFA is allocated \$43 million through Proposition 1 for the IRWM program. This funding allocation includes the following breakdown:

IRWM Central Coast Funding Area allocation	\$ 43,000,000
State Administration Fee ¹ - 7% of Funding Area Total	\$ 3,010,000
DAC Specific Funding Allocations - 20% of Funding Area Total	
DAC involvement funding ² (10%)	\$ 4,300,000
DAC project implementation ² (10%)	\$ 4,300,000
Implementation and Planning Grants	\$ 31,390,000

Per the CCFA MOA, the formula for sharing funds is based on the following: one-half (50%) of funds are equally split among the six IRWM regions; one-quarter (25%) of funds are split based on population percentage of each region based on 2009-2013 American Census Data; and one-quarter (25%) of funds are split based on the percentage of area in square miles of each region. As mandated under Proposition 1 IRWM guidelines, not less than \$8.6M, or

¹ State of California administrative fees (7%) consisting of 5% for DWR program administration and 2% for statewide bond costs.

² Per Proposition 1, 20% of the Funding Area allocation is to be award for projects and planning efforts that directly benefit economically Disadvantaged Communities (DAC) with 10% directed towards Involvement and 10% towards project implementation.

20%, shall be allocated to projects that directly benefit Disadvantaged Communities (DAC); these funds may be awarded on a competitive or non-competitive basis. The CCFA regions will coordinate on grant funding requests by each of the regions to ensure that the sum of the total grant requests from the Funding Area does not exceed the amount allocated to the Funding Area. The division of funding shall be consistent terms of the CCFA MOA.

	Santa Cruz	Pajaro	Greater Monterey	Monterey Peninsula	San Luis Obispo	Santa Barbara	Total CCFA
Description	ALLOCATIONS						
DAC support	\$1,109,810	\$1,340,107	\$1,775,034	\$931,966	\$1,712,669	\$1,730,414	\$8,600,000
Implementation	\$4,050,805	\$4,891,390	\$6,478,875	\$3,401,677	\$6,251,243	\$6,316,010	\$31,390,000
Subtotal	\$5,160,615	\$6,231,497	\$8,253,910	\$4,333,643	\$7,963,912	\$8,046,424	\$39,990,000
State Admin Fee							\$3,010,000
Total							\$43,000,000

6. IRWM COLLABORATION

In implementing IRWM planning and projects, the participating agencies are committed to:

- 6.1 Establish and foster relationships with regional, state, and local governments, individuals, and other interested organizations to develop and implement management practices to preserve and protect Santa Cruz County water resources.
 - a. Undertake cooperative research and resource management initiatives that are regional in scope and disseminate information resulting from these activities.
 - b. Produce and share relevant informational materials among the RWMG.
 - c. Recommend to the respective governing boards actions necessary to successfully develop and implement the IRWMP.
- 6.2 All parties to this agreement wish to join in a common effort to develop and implement an IRWMP which shall include, but not be limited to establishing water quality, water supply, watershed stewardship, and stormwater and flood management objectives for the Santa Cruz IRWM Region.
- 6.3 As with IRWM efforts to date, the RWMG will contribute the personnel and financial resources necessary to develop and implement the IRWMP proportional to their potential benefit.
- 6.4 As new partners elect to participate, they shall approve and execute this Memorandum of Agreement which establishes the understanding among participating agencies with regard to the purposes, development, and implementation of the Santa Cruz IRWMP.
- 6.5 In the event of future IRWM-related grant awards, sub-grantee agreements are anticipated to be developed that establish the specific roles and responsibilities of the

Attachment: Attachment 3: MOA - SC IRWM_2016 [Revision 1] (2748 : Integrated Regional Water Management - Northern Santa Cruz County)

grantee and sub-grantee based upon the terms and conditions of the grant award.

7. IRWMP AMENDMENTS, FORMAL UPDATES, AND PROJECT LIST UPDATES

The Santa Cruz IRWMP is intended to be a dynamic document that changes over time in response to changing conditions and priorities in order to remain current in identifying strategies to address the region's water resource needs. The updates serve to keep the document up to date with the state's IRWM Plan Standards including amendments, formal updates, and updates to the IRWMP Project List.

- 7.1 **Amendments.** Amendments to the IRWMP may include informal changes that reflect minor process or organizational changes that occur relatively frequently and do not necessitate a decision by the governing bodies of the individual RWMG entities. Amendments may also include new content in response to state legislation (e.g., SB985, AB1249) to ensure the IRWMP meets the IRWM Plan Standards for state funding eligibility. The IRWM Steering Committee will provide guidance and coordination of amendments. A RWMG member agency may present an amendment for consideration to the Steering Committee. The RWMG will be informed of and provided opportunity for input on proposed interim amendments. The Steering Committee will ratify amendments by consensus. As necessary, amendments will be incorporated into the IRWMP during the next formal update.
- 7.2 **Formal updates.** Formal updates will reflect any significant changes to IRWMP including processes, organizational structure and governance, water management conditions, or goals and objectives. An IRWMP update is a time and resource intensive undertaking. DWR encourages IRWM regions to formally review, revise as needed, and adopt the IRWMP no less frequently than every five years. The Santa Cruz region will strive to adhere to this recommended review and update frequency. The Steering Committee will provide a leadership role in guiding and coordinating the formal updates to ensure an inclusive and transparent decision making process. Formal updates will include stakeholder outreach, including disadvantaged communities, to ensure that interested entities have the opportunity to participate. Following completion of the IRWMP update, it is expected that it will be approved and adopted in accordance with section 8.4 of this MOA.
- 7.3 **Project list updates.** The IRWMP includes a list of projects, submitted by proponents, such as a RWMG member agencies or stakeholder organizations, which were evaluated and included based upon each project's anticipated contribution towards meeting the goals and objectives of the IRWMP. The list of projects will be periodically updated as projects are completed and as new priorities arise. The Steering Committee is tasked with coordinating updates. The Steering Committee will conduct a review of the Project List no less frequently than every five years, and as needed, initiate and coordinate a publicly announced solicitation for projects. Projects may also be submitted for addition to the list during interim periods. Projects submitted will be vetted for eligibility by the Steering Committee; eligible projects will be added to the list of IRWMP Projects and incorporated

into future IRWMP updates

8. MUTUAL UNDERSTANDINGS



- 8.1 **Purpose of the MOA.** This MOA pertains to the joint efforts of the participating agencies in developing, implementing, and updating an IRWMP that will increase coordination, collaboration and communication in addressing the region's water resources issues. This MOA updates and continues the efforts initiated under the prior MOA executed in 2006 and renewed in 2011.
- 8.2 **Subject matter scope of the IRWMP.** The IRWMP will include, but may not necessarily be limited to, water supply, water quality, wastewater, recycled water, water conservation, stormwater and flood management, watershed planning and habitat protection and restoration.
- 8.3 **Decision-making.** Consensus will be sought in decision making. The Steering Committee will provide a lead role in the decision making process and coordinating input from the participating agencies. As needed, the Steering Committee will ratify decisions by majority vote. Amendments resulting in material financial implications shall also be ratified by a majority of the RWMG. Votes shall be recorded as one vote per signatory agency.
- 8.4 **Approval of the IRWMP.** IRWMP approval and adoption will occur by the RWMG entities by resolution adopted by each corresponding governing body.
- 8.5 **Relation to local planning efforts.** The Santa Cruz IRWMP is intended to be complementary to the participating agencies' individual plans and programs and does not supersede such plans and programs.
- 8.6 **Termination.** An agency may terminate their participation in the IRWMP effort by providing 90 calendar days written notice to the Regional Water Management Foundation.
- 8.7 **Personnel and financial resources.** It is expected that agencies and organizations will contribute the personnel and financial resources necessary to develop and implement the IRWMP.
- 8.8 **Reports and communications.** The Steering Committee will regularly report on IRWMP progress to the participating agencies and stakeholders.. The SantaCruzIRWMP.org website will be used for disseminating news, reports and updates to the participating agencies and the public.
- 8.9 **Future awards.** In the event of future grant awards, it is expected that agreement(s) will be entered into by the applicable participating agencies that establish the terms and conditions applicable to the specific grant award.
- 8.10 **Term.** This MOA shall commence as of October 1, 2016 and shall continue until

terminated by action of the Parties. This agreement shall be evaluated and reviewed no later than five years after its implementation, at which time, recommendations for improvements and modifications shall be considered by all parties. Any amendment or modification to this agreement shall be in writing, agreed upon by all signatories, executed by the duly authorized representatives of the parties hereto, and incorporated into this agreement by reference.

9. SIGNATORIES TO THE MEMORANDUM OF AGREEMENT

We, the undersigned representatives of our respective agencies, acknowledge the above as our understanding of how the Santa Cruz Integrated Regional Water Management Plan will be developed and implemented.


Each party has full power and authority to enter into and perform this MOA and the person signing this MOA on behalf of each party is authorized and empowered to enter into this MOA. Each party further acknowledges that it has read this MOA, understands it and agrees to it.

MEMORANDUM OF AGREEMENT FOR THE SANTA CRUZ INTEGRATED REGIONAL WATER MANAGEMENT	
Central Water District	Signature:  Ralph Bracamonte, General Manager Date: <u>9/30/16</u>
City of Capitola	Signature:  Jamie Goldstein, City Manager Date: <u>6/30/17</u>

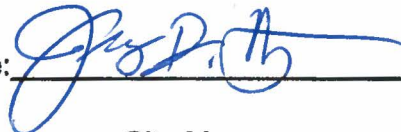
Attachment: Attachment 3: MOA - SC IRWM_2016 [Revision 1] (2748 : Integrated Regional Water Management - Northern Santa Cruz County)

**MEMORANDUM OF AGREEMENT
FOR THE SANTA CRUZ INTEGRATED REGIONAL WATER MANAGEMENT**

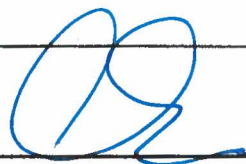
City of Santa Cruz

Signature: 
Martín Bernal, City Manager
Date: 1-20-17

City of Scotts Valley

Signature: 
Jenny Haruyama, City Manager
Date: 12/7/16


City of Watsonville

Signature: 
Charles A. Montoya, City Manager
Date: 2/6/17

Attachment: Attachment 3: MOA - SC IRWM_2016 [Revision 1] (2748 : Integrated Regional Water Management - Northern Santa Cruz County)

**MEMORANDUM OF AGREEMENT
FOR THE SANTA CRUZ INTEGRATED REGIONAL WATER MANAGEMENT**

County of Santa Cruz

Signature: 

Susan A. Mauriello, County Administrative Officer

Date: 10/20/16

APPROVED AS TO FORM:

By: 
Office of the County Council

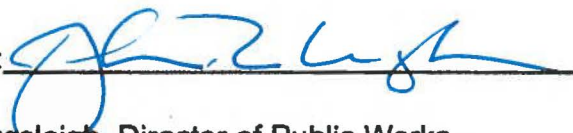
County of Santa Cruz Sanitation
District

Signature: 

John J. Presleigh, Director of Public Works

Date: 10/19/2016

Davenport County Sanitation District
(County of Santa Cruz)

Signature: 

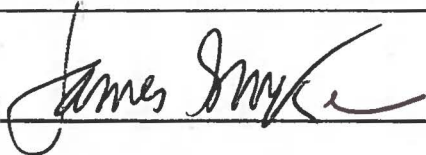
John J. Presleigh, Director of Public Works

Date: 10/19/2016

Attachment: Attachment 3: MOA - SC IRWM_2016 [Revision 1] (2748 : Integrated Regional Water Management -- Northern Santa Cruz County)

**MEMORANDUM OF AGREEMENT
FOR THE SANTA CRUZ INTEGRATED REGIONAL WATER MANAGEMENT**

Resource Conservation District of
Santa Cruz County

Signature: 

James McKenna, Board President

Date: 2-17-2017

San Lorenzo Valley Water District

Signature: 

Brian Lee, General Manager

Date: 9/15/16

Scotts Valley Water District


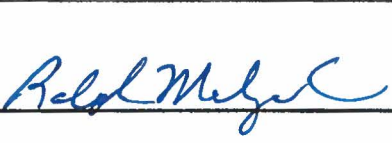
Signature: 

Piret Harmon, General Manager

Date: Oct. 13, 2016

Attachment: Attachment 3: MOA - SC IRWM_2016 [Revision 1] (2748 : Integrated Regional Water Management - Northern Santa Cruz County)

**MEMORANDUM OF AGREEMENT
FOR THE SANTA CRUZ INTEGRATED REGIONAL WATER MANAGEMENT**

<p>Soquel Creek Water District</p>	<p>Signature: <u></u> Ron Duncan, General Manager Date: <u>Nov. 14, 2016</u></p>
<p>Regional Water Management Foundation</p>	<p>Signature: <u></u> Ralph Miljanich, Board President Date: <u>9/30/2016</u></p>

Attachment: Attachment 3: MOA - SC IRWM_2016 [Revision 1] (2748 : Integrated Regional Water Management – Northern Santa Cruz County)

RESOLUTION **NO. XX** (22-23)
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN LORENZO VALLEY
WATER DISTRICT SUPPORTING ADOPTING THE SANTA CRUZ INTEGRATED
REGIONAL WATER MANAGEMENT PLAN

WHEREAS, since 2005, the Santa Cruz Integrated Regional Water Management (IRWM) Regional Water Management Group has collaborated extensively to develop a vision, principles, goals, and objectives to support the Santa Cruz IRWM Plan and has successfully obtained competitive grant awards to fund IRWM planning and project implementation; and

WHEREAS, the San Lorenzo Valley Water District is a member of the Santa Cruz IRWM Regional Water Management Group and signatory to the 2016 Santa Cruz IRWM Memorandum of Agreement; and

WHEREAS, the benefits of integrated regional planning for water resource management activities are intended to include multiple benefits, increased efficiency and effectiveness, enhanced collaboration across agencies and stakeholders, and improved responsiveness to regional needs and priorities; and

WHEREAS, the Santa Cruz IRWM Region is an approved region as determined by California Department of Water Resources (DWR) in 2009 under DWR's Region Acceptance Process; and

WHEREAS, the Santa Cruz Regional Water Management Group approved the 2014 Santa Cruz Region IRWM Plan on August 27, 2014, and the DWR determined the IRWM Plan successfully achieved the state's IRWM Plan standards in place at that time; and

WHEREAS, an addendum to 2014 Santa Cruz IRWM Plan was completed by the Regional Water Management Group in 2019 to add additional consideration of climate change and other required content; and the 2014 Plan with the 2019 addendum successfully achieved the state's updated 2016 IRWM Plan standards; and

WHEREAS, California's electorate approved Proposition 1 on November 4, 2014, which contains a total of \$7.5 billion for water and natural resource projects and programs, including \$510 million for Integrated Regional Water Management (IRWM) Program, with \$43 million of that amount allocated to the Central Coast Funding Area; and

WHEREAS, to be eligible to receive IRWM grant funding the County of Santa Cruz must approve the IRWM Plan that meets the state's 2016 IRWM plan standards to be eligible for IRWM grant funding; and

WHEREAS, the IRWM Plan includes a list of projects that are anticipated to contribute towards the goals and objectives of the IRWM Plan and this list is updated as needed

as projects are completed, as new priorities arise, and in response to future state IRWM funding solicitations; and

WHEREAS, the 2014 IRWM Plan and 2019 addendum, developed under the direction of the Regional Water Management Group Steering Committee and vetted through public workshops and meetings, is herewith presented for adoption by the County of Santa Cruz; and

WHEREAS, the Santa Cruz IRWM Plan is not a legally binding document on the agencies adopting the Plan, but rather serves as a framework for coordinated planning in the region; and

WHEREAS, adoption of the Santa Cruz IRWM Plan does not entail a direct commitment of resources, and implementation of each project listed in the Santa Cruz IRWM Plan will be the responsibility of individual project proponents; and

WHEREAS, the adoption of the updated Santa Cruz IRWM Plan is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines §15262 and §15306; and

WHEREAS, the Santa Cruz IRWM Plan is meant to be complimentary to participating agencies' individual plans and programs and does not supersede such plans and programs, and adoption of the Santa Cruz IRWM Plan does not proscribe the participating agencies' planning efforts separate from the Santa Cruz IRWM Plan.

NOW THEREFORE, BE IT RESOLVED that the San Lorenzo Valley Water District does hereby adopt the 2014 Santa Cruz Integrated Regional Water Management Plan and 2019 Addendum.

PASSED AND ADOPTED this 5th day of January, 2022 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

MEMO

To: Board of Directors

From: District Manager

Prepared by: Environmental Programs Manager

SUBJECT: The Department of Water Resources' (DWR) Urban Community Drought Relief Funding Solicitation Resolution and Representative Authorization

DATE: January 19, 2023

Recommendation

It is recommended that the Board of Directors review this memo and by motion of the Board adopt Resolution No. XX (22-23) and appoint a District representative to be the signatory and point of contact for the Urban Community Drought Relief Funding Solicitation.

Background

The Department of Water Resources' (DWR) 2022 Urban Community Drought Relief funding opened in December. Proposals are accepted on a rolling basis until January 31st, with priority given to early applicants. The program has a \$3 million minimum award per applicant and a 25% non-state cost share. All award funds must be spent by December 31, 2026.

The District is seeking to submit an application for replacement of five redwood tanks that are currently leaking and undersized with 120k gallon bolted steel tanks. The application will also include one polyethylene tank that is undersized and was damaged in the 2020 CZU fire. Tanks include:

- **Blue Ridge Tank:** Currently 40k gallon redwood tank, leaking, construction awarded, anticipated project start date in Fall 2023 (CEQA complete)
- **Redwood Park Tank:** Currently 2 x 10k gallon redwood tanks, leaking, design phase (CEQA complete)
- **Echo Tanks:** Currently 3 x 25k gallon redwood tanks, leaking, prelim planning phase
- **Highland Tank:** Currently 60k gallon redwood tank, leaking, preliminary planning phase
- **Felton Heights Tank:** Currently 10k gallon redwood tank, leaking, planning phase
- **South Tanks:** Currently 4 x 10k gallon temporary polyethylene tanks in place after CZU loss, preliminary planning phase

Each tank will cost approximately 1 million to replace, for a total project request of 6 million. Staff & the District's consultant grant writing are developing the project narrative and budget.

A District representative needs to be assigned by the Board to be the signatory and point of contact for the funding agreement if awarded. DWR needs documentation, in the form of a resolution, from the Board of Directors prior to submitting the application. The District Manager has been chosen as the District signatory and will direct communications with DWR to the District's Environmental Programs Manager

FISCAL IMPACT:

If awarded 25% cost share of total 1.5 million (Total grant request 4.5 million)

RESOLUTION NO. XX (22-23)

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN LORENZO VALLEY WATER DISTRICT AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION FOR THE TANK REPLACEMENT FOR IMPROVED DROUGHT RESILIENCY

WHEREAS, the San Lorenzo Valley Water District proposes to implement Tank Replacement for Improved Drought Resiliency;

WHEREAS, San Lorenzo Valley Water District has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, San Lorenzo Valley Water District intends to apply for grant funding from the California Department of Water Resources for the Tank Replacement for Improved Drought Resiliency;

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

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80) as amended (Stats. 2022, ch. 44, § 25), the San Lorenzo Valley Water District's District Manager, or designee is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources and take such other actions necessary or appropriate to obtain grant funding.
2. The San Lorenzo Valley Water District's District Manager, or designee is hereby authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto.
3. The San Lorenzo Valley Water District's District Manager, or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

Page 2 - Resolution No. XX (22-23)

CERTIFICATION I hereby certify that the foregoing Resolution was duly and regularly adopted by the Board of Directors of the San Lorenzo Valley Water District at the meeting held on January 5, 2023, motion by [member name] and seconded by [member name], motion passed by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Mark Smolley
President, San Lorenzo Valley Water District

Attest:

Holly B. Hossack
District Secretary

MEMO

TO: BOARD OF DIRECTORS

FROM: DISTRICT MANAGER

SUBJECT: BOARD OF DIRECTORS' COMMITTEE ASSIGNMENTS FOR 2023

DATE: JANUARY 19, 2022

RECOMMENDATION

It is recommended that the Board of Directors discuss and adopt the recommendations by the Board President for the appointments of Board Members to the Standing Committees, liaison to the Lompico Assessment District Oversight Committee (LADOC), and to the Santa Margarita Groundwater Management Agency (SMGWA) for 2023.

BACKGROUND

On January 20, 2022, the Board of Directors adopted the Board Policy Manual 2022. The Board Policy Manual states:

The President shall:

Make recommendations to the Board of Directors, as necessary, to establish or disband committees, or to appoint committee members, all subject to Board of Directors approval.

On January 24, 2019, the SMGWA amended their bylaws which state:

BOARD OF DIRECTORS. The Agency shall be governed by a Board of Directors (the "Board of Directors" or "Board") consisting of 11 Directors as set forth in Article 6 of the Agreement and as follows:

Two (2) representatives appointed by the governing body of each of the Members ("Member Representatives").

One (1) representative appointed by the governing body of the City of Scotts Valley

One (1) representative appointed by the governing body of the City of Santa Cruz

One (1) representative of the Mt. Hermon Association Community Water System

Two (2) representatives of private well owners or small public water systems within the boundaries of the Agency ("Well Owner Representatives").

Alternate Directors are appointed pursuant to Section 6.4 of the Agreement

The current appointments are:

Administration: Ackemann, Fultz
Budget & Finance: Mahood, Hill
Engineering & Enviro: Smolley, Fultz

LADOC Liaison: Fultz

SMGWA: Mahood, Ackemann (alternate: Smolley)

MEMO

To: Board of Directors
From: Board President
Subject: Board of Directors' Committee Assignments for 2023
Date: January 19, 2023

The following are recommended committee assignments for the Board members for 2023. In addition to these assignments, I propose that the Board select the Committee Chair persons for the Administration, Budget & Finance, and Engineering & Environmental committees.

PROPOSED COMMITTEE ASSIGNMENTS FOR 2023

Administration – Ackemann, Hill

Budget & Finance – Mahood, Hill

Engineering & Environmental – Smolley, Fultz

Lompico Assessment DOC – Ackemann

Santa Margarita GWA – Mahood, Fultz Alternate – Smolley



**BOARD OF DIRECTORS
SAN LORENZO VALLEY WATER
DISTRICT
REGULAR MEETING
MINUTES
DECEMBER 15, 2022**

Thursday, December 15, 2022, at 5:30 p.m., via videoconference and teleconference.
Open Session begins at 6:30 p.m.

1. Special Order of the Day

- a. OATH OF OFFICE
G. Nicholls explained the reason that this item is first on the agenda.

J. Ackemann, B. Fultz, J. Hill, and M. Smolley repeated the Oath.

2. Convene Meeting 5:30 p.m.
Roll Call

Board Members Present:

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

Staff Present:

Rick Rogers, District Manager
Gina Nicholls, District Counsel
Holly Hossack, District Secretary

3. Additions and Deletions to Closed Session Agenda:

R. Rogers requested that item 5b be removed from the Closed Sessions agenda.
He requested that the item be moved to a January 2023 meeting.

4. Oral Communications Regarding Items in Closed Session: None

5. Adjournment to Closed Session: 5:35 p.m.

6. Re-Convene Meeting 6:31 p.m.
Roll Call

Board Members Present:

Gail Mahood, President
Jayme Ackemann, Vice President

Bob Fultz, Director
Jeff Hill, Director
Mark Smolley, Director

Staff Present:

Rick Rogers, District Manager
Gina Nicholls, District Counsel
Holly Hossack, District Secretary
Josh Wolff, District Engineer
Kendra Reed, Director of Finance & Business Services
Carly Blanchard, Enviro Programs Manager & Admin Analyst
James Furtado, Director of Operations

7. **Report of Actions Taken in Closed Session:** None

8. **Additions and Deletions:** None

9. **Oral Communications:**

J. Ackemann said that she would have to leave the meeting early.

10. **President's Report**

The Santa Margarita Groundwater Agency submitted a \$2.6 million grant proposal to the Department of Water Resources for implementing projects in the Groundwater Sustainability Plan.

She took this time to say that she has been honored to preside over these Board meetings for the last 2 years and she thanked staff, especially Gina Nicholls, for getting her up to speed and helping her understand her role. She expressed her optimism for the upcoming term.

11. **Unfinished Business:** None

12. **New Business:**

a. ELECTION OF OFFICERS

G. Mahood said that she will entertain nominations for President and Vice President.

J. Ackemann nominated M. Smolley for President. The nomination was seconded.

M. Smolley agreed to serve if elected.

A. Layng said that she agrees that M. Smolley is a wonderful leader.

President Smolley was elected by unanimous vote.

Pres. Smolley nominated J. Hill for Vice President. The nomination was seconded.

J. Hill accepted the nomination.

Vice President Hill was elected by unanimous vote.

b. FY2021-22 ANNUAL COMPREHENSIVE FINANCIAL REPORT

K. Reed introduces and explained this item.

J. Abadesco presented the Audited Statement.

Discussion by the Board, presenter, and staff regarding:

- Net position increase
- Operating margins-adding a table
- Pension liability/outstanding liability
- Water sales went down 10%/very low water usage
- Volumetric v. fixed charge rates
- Financial highlights FEMA grant amounts

A motion was made and seconded to review, receive, and approve the report for Fiscal year 2021-2022.

G. Nicholls interjected instructions to the Board Pres. regarding public comment.

C. Dzenzel questioned water loses.

J. Furtado said that water loses are due to flushing and leaks.

B. Holloway questioned a Certificate of Participation percentages.

J. Abadesco explained the agreement.

R. Rogers thanked K. Reed for her work on this, her first audit as Director of Finance.

B. Fultz reminded the Board and the community that the top line number for operating revenue has the CZU surcharge bundled into it but it can only be used for CZU recovery. He questioned the operating expenses.

The motion passed unanimously.

c. COMMITTEE APPOINTMENTS FOR PUBLIC APPLICANTS 2023

R. Rogers introduced this item and read from the memo.

G. Nicholls explained that it is typical to allow the applicants that are present at the meeting to address the Board. Also, she suggested ways to vote on this item. It is important to clarify how many members will be on each committee.

M.D olson introduced himself and described his history with the District.

A. Layng introduced herself and described her experience and the fact that she is a 3 year veteran on a committee.

A motion was made and seconded to appoint each applicant to their first choice for committee:

Amanda DeJesus & Mark Dolson to the Admin Committee with 4 members;
James Bahn, Monica Martinez & Jim Mosher to the B & F Committee with 5 members; and

Alina Layng, Michael Murphy & Kevin O'Connor to the E & E Committee with 5 members.

M.Lee supported the motion.

The Board thanked the committee members for their participation,.

The motion passed unanimously.

d. PEER REVIEW OF CROSS COUNTRY PIPELINE
CONSTRUCTABILITY STUDY

J. Wolff introduced this item.

Jayne Ackemann left the meeting at 7:49 p.m.

Discussion by the Board and staff regarding:

- The Committee forwarded this to the Board
- This is a Peer Review with augmentation but similar to the F & L study
- Previous report underestimated the amount of maintenance needed for the benches-slope stability
- The environmental damage and cost of burying pipe is prohibitive
- Proceed in steps and move forward
- Steep slopes and choke points and the need to get pipeline past those areas
- Other expert's input with probable costs
- Wait for RFQ on the EIR
- Goal to have Peavine online and above ground by this summer
- 5 Mile will be a much lengthier project
- Scope, outline, outreach, timeline is needed
- FEMA payments for different pipeline
- Possibility of burying Peavine pipe and not 5 Mile

A motion was made and seconded to accept the Haro Kasunich and Associates Peer Review report and approve the staff moving forward with 4 of the next steps listed in the memo; prepare the RFP for the survey of the pipe alignment, prepare the opinion of the probable cost options, review option 3b with Freyer & Laureta and Haro Kasunich with a revised opinion of

probable cost, and present the above information to the committee, but not the RFQ for the EIR at this point.

A. Layng, E & E Committee, said that she started out believing that the pipe should be buried but through everything that has been presented she has changed her opinion and now believes that we need to get our surface water back online and rest our wells. The environmental impact and the costs of burying the pipe is too great. Water to fight the fires is needed.

M. Lee would like to consider the hybrid approach. Base the decision on analysis of cost & engineering.

C. Dzendzel said that she appreciated Alina's statement and thanked everyone of all of the thought they are putting in to this.

Discussion with the Board and staff continued regarding the language in the report.

The motion passed with four in favor and J. Ackemann absent.

e. BLUE RIDGE TANK REPLACEMENT - INTITAL STUDY-MITIGATED
NEGATIVE DECLARATION

C. Blanchard introduced and explained this item.

Discussion by the Board and staff regarding:

- Tank site (the diagram has been repaired)
- Comments in public review period
- Signer on the document
- 1 Biologist for the survey
- "Errors" on document have been corrected

A motion was made and seconded to adopt the IS-MND.

The motion passed with four in favor and J. Ackemann absent.

13. **Consent Agenda:**

b. ANNUAL DISCLOSURE REPORT OF CAPACITY CHARGES
FY 2021-2022 - Approved

Pulled from the Consent Agenda

13. a. BOARD OF DIRECTORS MEETING MINUTES 12.1.22

B. Fultz requested addition to Leak Adjustment:

Staff stated they were changing the Leak Adjustment appeal process to include, owners not tenants.

The motion to add the sentence was made and seconded.

The motion passed with four in favor and J. Ackemann absent.

14. 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.

- **DISTRICT MANAGERS REPORT**
R. Rogers reported that the District is 100% on surface water at this time.

- **DEPARTMENT STATUS REPORTS**
Discussion by Board and staff regarding:
 - Fall Creek Ladder Pre-bid meeting attendance
 - Lyon Slide Road replacement cost, FEMA
 - Quail Hollow - complete
 - Redwood Tank pipe RFP
 - Electronic form for report
 - Report to collection agency
 - Well elevation reports
 - Invoices for Bracken Brae & Forest Springs from Sandis

M. Lee commented on the Finance report. He suggested the District explore higher yields.

15. Written Communication:

- Letter to the Board - D. Loewen
 - B. Fultz commented on the letter
 - G. Mahood responded to the letter

16. Informational Material: None

17. Re-Adjourn to Closed Session: 9:10 p.m.

J. Ackemann rejoined the meeting at 9:19 p.m.

18. Re-Convene to Open Session: 10:01 p.m.

19. Report of Actions Taken in Closed Session: None

20. Adjournment: 10:01 p.m.

MEMO

To: District Manager
From: Engineering Manager
Subject: District Projects Update
Date January 19, 2023

Recommendation:

It is recommended that the Board of Directors review and file the Engineering Department Status Report.

Engineering Calendar:

The Engineering calendar continues to be updated monthly.

District Projects:

2021 CIP Pipeline Replacement Project: Staff are reviewing materials submittals from JMB Construction. Materials delay for this project is currently approximately 50-weeks; JMB issued a PO for materials immediately upon finalization of contract, anticipated construction start date is October 2023.

2021 FEMA Pipeline Replacement Project: Sandis has provided a discrete plan set for the Harmon Street work. Sandis is working on possible changes to the Eckley zone (Ridge Drive) portion of this project aimed at leveraging placement of the pump station proposed for the Bracken Brae & Forest Springs Consolidation project to eliminate the need for the Eckley pump station and tank. This scope change will require FEMA approval; Staff will apply for such when plans for the revised scope are completed. Staff will provide further updates on this possible elimination as plans develop.

Alta Via Drive and Monan Way Pipelines: Project kickoff meeting was held on 12/1/2022. Schedule will be finalized once materials availability and associated impact to the project schedule have been identified. APEC has received initial materials shipments.

Brookdale Tank Rehabilitation: Staff are developing an RFP for rehabilitation of the Brookdale tank, to include recoating of interior and exterior; updating of access; and preparation of the tank for installation of a cathodic protection system at a later date. Staff have determined that this RFP will be delayed, based on District workload. Previous plans called for publication of this RFP in March or April of 2023. This RFP had been scheduled for publication in January of 2023

but has been delayed while staff address recovery from damage caused by the New Year's Eve and subsequent storm systems.

CA-9 Bridges 05-1H470: Staff have reviewed the preliminary plan set provided by MME and returned comments. MME are addressing. Revised plans have been delayed and are now expected in February 2023.

Cross County Pipelines: Staff are exploring options for construction subsequent to Board discussion when the Peer Review was presented.

Consolidation of Bracken Brae and Forest Springs Mutuals: Sandis continues to work on pipeline alignments, tank site layout, and pump station design. Staff are coordinating progress with both mutuals.

Fall Creek Fish Ladder: Project has been advertised, pre-bid meeting was held on November 9, 2022; Bids will be opened on January 31, 2023. The bidding period was extended to allow for additional legal review.

Felton Heights Tank Project: District Staff continue to work towards acquisition of necessary property and easements for this project. Staff will coordinate survey and subsequent design of the new tank upon execution of required easements or property purchase; construction of the new tank will follow as quickly as can be arranged.

Foreman Pipeline Access Trail Rehabilitation: McGuire and Hester are providing submittals, staff are reviewing. Schedule for construction is TBD.

GIS System Updates: Staff continue to work on a program of field-verification of the exact location of all at-grade and above-grade district-owned facilities. This effort includes meters, backflow prevention devices, isolation valves, and all similar facilities. The project has been underway since December of 2021 and continues. Initial estimates of one-year duration have been extended due to utilization of staff and equipment needed for this effort in other, more time-sensitive, areas. Staff now anticipate completion of this effort in late Summer of 2023.

Glen Arbor Bridge South Pipeline: New pipeline is in use by the District; Final punchlist items are being addressed by Contractor (MPE). MPE has received the new traffic camera to address the final punchlist item; installation is weather dependent and will be scheduled as soon as conditions allow.

Huckleberry Island Main: This main broke again on December 31, 2022. Staff mobilized immediately and shut down the affected portion of the HUD line and associated service to Huckleberry Island residents. Staff contracted with Anderson pacific Engineering Construction on an emergency basis to construct a

temporary 12-inch HDPE connection; this was completed and put into service on January 7, 2023. Further information is presented in a separate Memo of this date. In addition, a 2-inch temporary connection was constructed by District staff to provide service to Huckleberry Island, this connection was put into service on January 1, 2023 with a Boil Water Notice (required due to the system being opened to atmosphere during the break). The connection was sampled and tested, then the BWN was lifted on January 3, 2023. The 2-inch temporary connection was replaced with a 6-inch connection to the new, temporary, 12-inch pipeline.

Lyon Pipeline Replacement Project: RFP has been advertised, bidding period has been extended from a due date of January 5, 2023; bids will now be opened on January 26, 2023.

Lyon Slide/Complex Access Road: Sandis has completed the feasibility study and determined the proposed road alignment to be feasible. Sandis has provided preliminary construction documents for this proposed alignment. Staff have received communication from CalOES stating that the proposed change was acceptable to them and would be forwarded to FEMA with a positive recommendation. Staff have received a request for information (RFI) from FEMA and have addressed same.

Madrone Booster Station: The Madrone booster station flooded in the recent storms; staff are working to coordinate an emergency repair.

Quail Hollow Pipeline Replacement: New pipeline is in use and final punchlist items have been addressed; paving has been accepted by the County. MME, GRC, and staff are working to close out the project.

Redwood Park Tank Project: RFP for this project has been published, bids are due January 14, 2023. Staff will prepare RFPs for design and construction of the tank once a completion date for the pipeline is determined. Conditions in the area require that the pipeline contractor be allowed to stage materials and equipment at the new tank site, necessitating a phased approach to the replacement of the existing Swim tanks.



Josh Wolff, P.E.
District Engineer

M E M O

TO: Board of Directors
FROM: District Manager
PREPARED BY: Environmental Programs Manager
SUBJECT: Environmental Department Status Report
DATE: January 19, 2022

RECOMMENDATION:

It is recommended that the Board of Directors review and file the Environmental Department status report for December 2022.

GRANTS (ONGOING)

FIRE/FUEL REDUCTION GRANTS

Information on grants related to fire management and fuel reduction/hardening can be found in the "FIRE MANAGEMENT PLANNING" section of this report.

INFRASTRUCTURE GRANTS

Santa Cruz Integrated Regional Water Management (IRWM)

- Hardening of 13 pump house structures (~300k)
- Application submitted to IRWM group on December 9, 2022

State Revolving Fund for Consolidations

- Staff working on applications for Big Basin Water consolidation & Bear Creek Estates Waste Water system consolidation into County.
- Median Household Income survey in process for Bear Creek Wastewater to determine Disadvantaged Community (DAC) status (100% grant funded if DAC).

DWR Sustainable Groundwater Management Grant Program

- Application submitted in December 2022

Upcoming grants:

- DWR 2022 Urban Community Drought Relief Grant

SEE GRANT TRACKING TABLE AT END OF REPORT FOR FURTHER INFORMATION ON DISTRICT GRANTS APPLICATIONS AND AWARDS

WATER RIGHTS (On-going)

CONJUNCTIVE USE WATER RIGHT PETITIONS – FELTON

Legal Counsel currently reviewing draft petition.

ENVIRONMENTAL COMPLIANCE - CAPITAL IMPROVEMENT PROGRAM (ONGOING)

CONJUNCTIVE USE

Regulatory agency permitting (including diversion permitting) in progress.

NOP to be released in February 2023.

SANDHILLS HABITAT CONSERVATION PLAN (HCP) FOR THE SAN LORENZO VALLEY WATER DISTRICT CAPITAL IMPROVEMENT PLAN (DECEMBER 2022)

Draft chapters received and are in review by staff. Engineering & Environmental Committee to receive update and presentation in February 2023.

CIP PROJECT PERMITTING

Staff is working to secure permits for the following Projects:

1. Lyon Treatment Plant Access Road Slide (FEMA funded - 2023)
 - Waiting FEMA approval for alternate access route
 - Permitting process to kick-off once alternative route approved
1. 5-mile and Peavine pipeline
 - Geotechnical peer-review complete
 - Development of Request for Qualifications (RFQ) for environmental permitting Board direction
2. Huckleberry Island pipeline replacement
 - CEQA NOE to be refiled with updated easement information.
 - Staff & legal working to secure easements
3. Blue Ridge Tank
 - CEQA IS-MND adopted.
 - NOE filed for geotechnical work
4. Bracken Brae & Forest Springs Consolidation
 - Consultant developing IS-MND
5. Big Basin Water Consolidation
 - Staff working on state revolving fund planning application
6. Felton Heights Tank
 - Environmental permitting contract awarded

- Awaiting site selection
- 7. Bear Creek Estates
 - Median Household Income (MHI) survey in process
- 8. Alta Via
 - NOE to be filed
- 9. Zayante drive pipeline
 - NOE & CEQA checklist in process
- 10. Fall Creek Fish Ladder
 - Project construction RFP open.

WATERSHED MANAGEMENT/ STEWARDSHIP

FIRE MANAGEMENT PLANNING (ONGOING)

Staff prepared a RFP for on-going maintenance of fuel reduction around critical infrastructure. Released in December – closes February 17th, 2023.

The District was awarded grant for CAL FIRE's Fire Prevention Grant program to continue fuel reduction at infrastructure sites.

SANITARY SURVEY

Staff working with the City of Santa Cruz to complete an updated Sanitary Survey. Draft prepared and completing final staff review. Board approval expected in February 2023.

OLYMPIA PATROL (ONGOING)

Trespassing was reported in December. Mountain biker informed of trespassing and fence fixed.

WATERSHED TRESPASS (ONGOING)

Reported dirt bike activity on Zayante parcels. Staff working to post no trespassing signs and to block access.

WATER CONSERVATION (ONGOING)

EXECUTIVE ORDER N-7-22

District in Water Shortage Stage 2

RAIN UPDATE

Water year 22/23 (October 1, 2022 – September 30, 2023) totals in downtown Boulder Creek thus far are approximately 34.99 inches. For current rain fall totals visit <https://www.slvwd.com/about-us/pages/local-weather-rainfall>

PUBLIC OUTREACH

Awaiting Miller Maxfield report (staff will include in January 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 2021-2022.

SANTA CRUZ NATURAL HISTORY MUSEUM EARTH STEWARDSHIP PROGRAM (NOVEMBER 2021)

Program to restart in February 2023.

San Lorenzo Valley Water District Grant Funding

Potential Grant/Loan Program	General Project Description	Short Description	Pursuing	Submission Date	Submission Year (Can Calc)	Funding Received	Award Date	Spent to Date	Funding Pursued	Work Order #	Grant Type	Status	Date Complete	Deliverable	Comments
CAL OES - Community Power Resiliency Allocation to Special Districts Program	Purchase of generators, battery back-ups, changeable message signs, communication equipment, and outreach on PSPS.	Generators and Comms	Yes		2019	\$ 300,000.00		300,000.00	300,000.00	N/A	OpEx/CapEx	Complete	10/2021	Purchase	Completed October 2021
Coastal Conservancy's Wildfire Resilience Grant Program	Fuel reduction around critical water infrastructure	Fuel reduction	Yes		2021	\$ 200,000.00		200,000.00	200,000.00	2382	OpEx	Complete	1/2022	Final report	Staff completing final report January 2022
CAL FIRE - California Forest Improvement Program	Creation of Forest Management Plan	Forest Management Plan	Yes		2020	\$ 6,822.00		6,822.00	6,822.00	2451	OpEx	Complete	1/2022	Forest Management Plan	Once complete, ready for implementation.
CAL FIRE - Forest Health Grant	Fuel reduction around critical water infrastructure, planting and invasive removal.	Fuel reduction	Yes		2021	\$ 493,500.00	7/2021	5,000.00	500,000.00	N/A	OpEx	Secured	Pending	Fuel Reduction	Secured through RCI of Santa Cruz. Pending agreement with Cal Fire.
Wildlife Conservation Board - Streamflow Enhancement Program	Conjunctive Use Plan & permitting	Water Rights	Yes		2017	\$ 330,451.00		246,198.98	330,500.00	EXP-1718001A	OpEx	Complete	6/2021	?	Awaiting final reimbursement.
Department of Water Resources - Integrated Regional Water Management (IRWM) Implementation Grant Program	Disadvantaged Community Outreach	Disadvantaged Community Outreach	Yes		2021	\$ 17,950.00		15,550.37	17,950.00	N/A	OpEx	Complete	8/2021	?	
Department of Water Resources - Integrated Regional Water Management (IRWM) Implementation Grant Program	Water Master Plan	Water Master Plan	Yes		2019	\$ 69,937.00		69,937.00	69,937.00	1518	CapEx	Complete	?	?	
Department of Water Resources Small Community Drought Relief Program	Inerties to smaller community water systems (no cost share or limit)	BBW, et. al.?	Yes		2021	\$3,203,850.00		0.00	4,000,000.00	2517	CapEx	Secured	Pending	?	No application deadline. Submitted application September 2021. Desired funding \$4,279,750.
State Water Resource Control Board CA Water/Wastewater Arrearage Program	Arrearage for COVID	Covid	Yes		2021	\$175,261.00		140,206.22	175,261.00	N/A	OpEx	Complete	?	?	
CAL FIRE - Fire Prevention Grant	Fuel reduction around critical water infrastructure and hardening of pump stations	Fuel reduction	Yes		2022	\$364,000.00		N/A	1,500,000.00	N/A	OpEx	Secured	Pending	Fuel Reduction	Applications are due February 9th, 2022. Targeting \$1.5 million
DWR Sustainable Groundwater Management Grant Program	Conjunctive Use Plan EIR, Loch Lomond Feasibility Study, and bulk water fill stations.	Water Rights and Supply	Yes	12/21/2022	2022	\$0.00		N/A	555,000.00	N/A	OpEx	Pursuing			Board approved resolution to allow SMGWA to submit on behalf of District on 12/1/2022. Applications due.
DWR WR 2022 Urban Community Drought Relief Grant	Retrofitting six redwood tanks	Tank Replacement	Yes		2023	\$0.00		N/A	6,000,000.00	N/A	OpEx	Pursuing			Applications accepted on rolling basis. More competitive the sooner application submitted.
CAL OES Hazard Mitigation Grant Program	Retrofitting redwood and poly tanks. Hardening pump houses. Tree removal along 5-mile pipeline. Hardening of 5-mile reconstruction. COVID	Tank Replacement Harden 5 Mile Pipe	Yes		2022	\$0.00		N/A	8,000,000.00	N/A	OpEx	Pursuing			Notice of Interest due February 15th, 2022. Targeting "8 million
US Bureau of Reclamation - WaterSMART Drought Resiliency Grant	Retrofitting to AMI meters	Meters	Yes		2022	\$0.00		N/A	250,000.00	N/A	OpEx	Pursuing			Annual grant program. Awaiting grant announcement. Targeting \$250,000
Santa Cruz Integrated Regional Water Management (IRWM) Region Grant	Hardening pumphouse structures	Harden Structure	Yes		2022	\$0.00		N/A	300,000.00	N/A	OpEx	Pursuing			Application due December 9th, 2022
California Department of Fish and Wildlife - Watershed Restoration Grant Program (Prop 1)	Fall Creek Fish Ladder construction, stream gaging, and potential critical riffle study	Fall Creek Fish Ladder	Yes		2022	\$1,116,166.00		N/A	1,000,000.00	N/A	OpEx	Secured			Application due March 9th, 2022. Budgets being established. No cost share. Targeting 1 million +
Coastal Conservancy's Wildfire Resilience Grant Program	Fuel reduction around critical water infrastructure	Fuel reduction	Yes		2022	\$0.00		N/A	308,000.00	N/A	OpEx	Not awarded			Pre-application submitted in January 2022. Awaiting contact from CCC for complete application package. Targeting
						\$6,277,937.00			\$23,513,470.00						
						TOTAL RECEIVED TO DATE			TOTAL PURSUING						

	Secured
	Pursuing
	Complete
	Not awarded

M E M O

TO: Board of Directors
FROM: District Manager
PREPARED BY: Director of Finance & Business Services
SUBJECT: FINANCE & BUSINESS SERVICES STATUS REPORT
DATE: January 19, 2023

RECOMMENDATION:

It is recommended that the Board of Directors review and file the Finance & Business Services Department Status Report.

BACKGROUND:

BUDGET

The District is in the process of the mid year review/possible adjustment for FY2223. We will be bringing this item back for review to the Budget & Finance Committee and to the Board for approval once completed.

The budget process for FY2324/FY2425 will begin in February.

CUSTOMER SERVICE SUPPORT

- Monthly Consumption by Customer Class
- Customer Service Dept Summary
- Weekly Call Log

REVENUE STABILIZATION RATE (RSR) ANALYSIS

This packet contains the current consumption as compared to the prior 3 year averages for the RSR. As of November 2022, the cumulative consumption is 9% below the baseline. Consumption for November is 15% below the 3 year average baseline and 1% higher than prior year. We will continue to monitor consumption and update the Board as necessary.

RATE ASSISTANCE PROGRAM

As of November 2022, there are 90 approved applications and 2 pending application(s).

PAST DUES

There was a 6% increase from October 30+ days past dues.

FINANCIAL SUMMARY

This package contains the November financial package. Please continue to read for more details.

- Overall Operating Revenue: November revenue increased by \$3K compared to the prior year. This was mainly due to a 1% increase in consumption offset by a decrease in meters, penalties, & other.
 - Overall Operating Revenue excluding Fire Recovery Surcharge was \$877K for November. Excluding the fire recovery surcharge, revenue had a 0% change from last year.
- Operating Expenses: November expenses were 14% higher than prior year, mainly due to a 3 pay period payroll month.
- Operating Income (loss): November operating income was \$217K.
 - Operating Income, excluding Fire Recovery Surcharge was \$134K for November.
- Overall Outlook: The numbers are in line with expectations. We will continue to monitor consumption trends for any significant shifts from expectations.

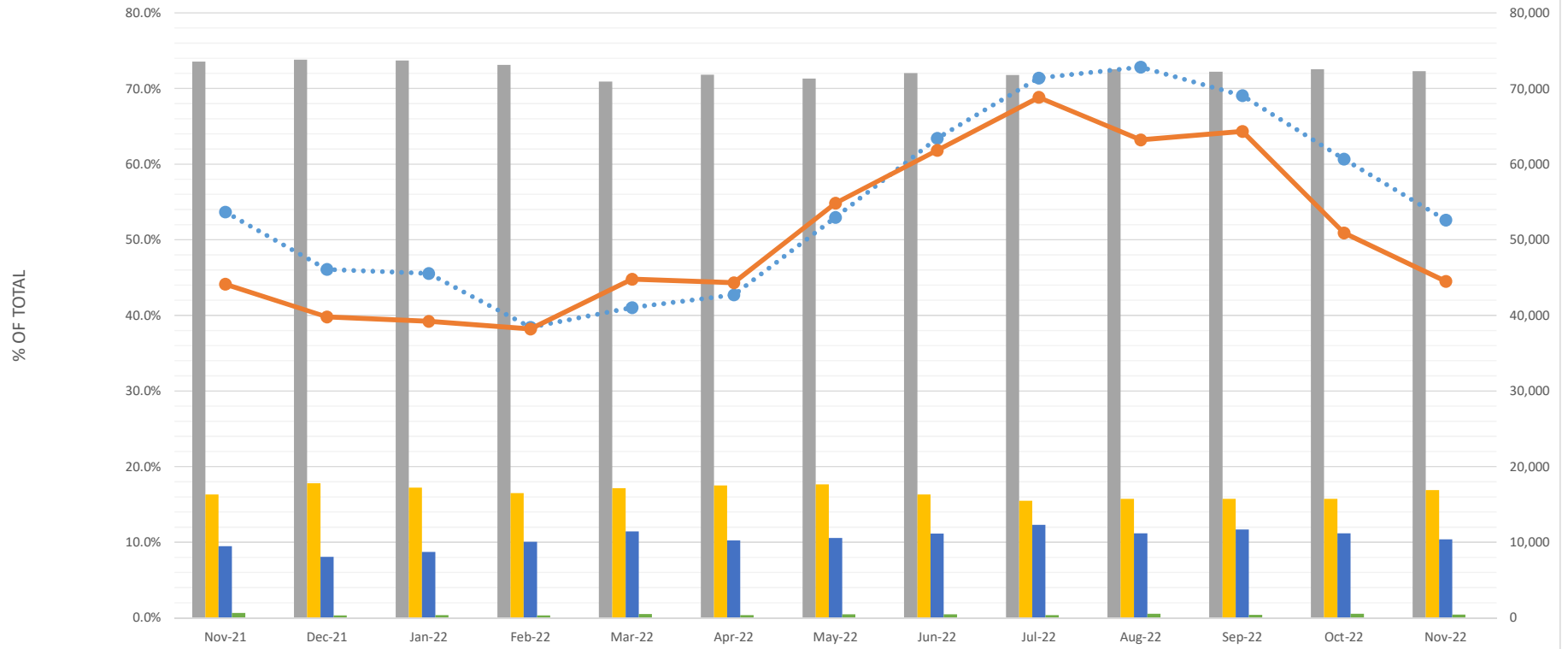
	November		Full Year	
	Current Month	YTD	Budget	% of Budget
Operating Revenue (Excluding Fire Recovery Surcharge)	\$ 876,669	\$ 4,759,242	\$ 12,078,112	39%
Operating Expenses	\$ 742,298	\$ 3,654,912	\$ 9,468,080	39%
Operating Income (Excluding Fire Recovery Surcharge)	\$ 134,371	\$ 1,104,330	\$ 2,610,032	42%

CUSTOMER SERVICE DEPT SUMMARY

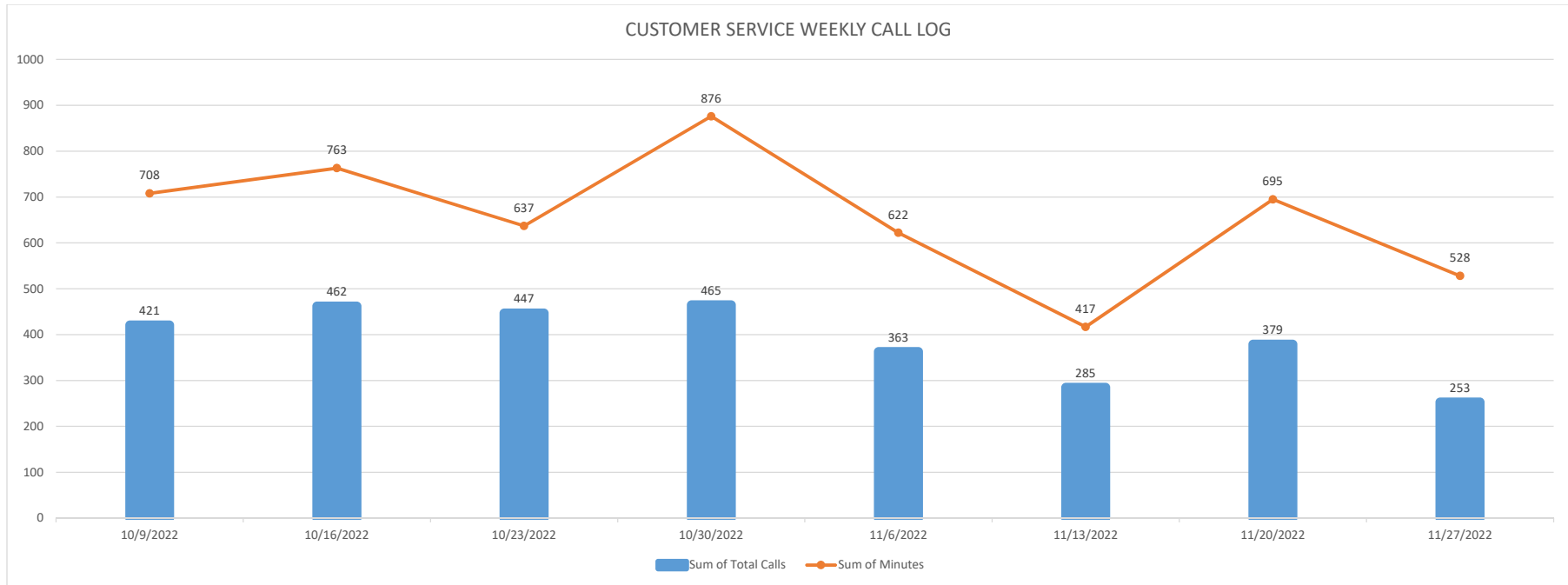
These statistics are meant to show some of the trends and fluctuations in utility billing related items. Management will use these to look for abnormalities or seasonal trends that can impact staff time. For example, the cut in/out process is typically correlated to the real estate market.

Monthly Stats:	Nov-22	Oct-22	Sep-22	Aug-22	Jul-22	Jun-22	May-22	Apr-22	Mar-22	Feb-22	Jan-22	Dec-21	Nov-21
Cut In/Outs	32	44	50	62	48	80	58	52	44	44	52	50	36
# Past Due Accounts	1,063	1,239	1,476	1,227	1,322	1,460	1,355	1,460	1,399	1,228	1,747	1,606	1,507
# Receiving IVR	807	928	1,075	926	953	1,056	987	1,056	1,000	902	1,164	1,101	1043
# Late Penalties	709	726	796	707	743	769	774	769	834	772	891	912	929
Past Due Balances (30+ Days) [1]	\$ 360,539	\$ 341,425	\$ 320,298	\$ 342,331	\$ 330,919	\$ 307,179	\$ 289,810	\$ 280,252	\$ 264,349	\$ 268,177	\$ 263,350	\$ 248,311	\$ 349,394
Rate Assistance Program (RAP)													
Approved Applications	90	89	89	88	87	85	80	78	75	72	70	66	66
Pending Applications	2	2	1	1	2	2	3	3	2	3	0	1	2
Online / Going Green													
<i>As of 11/7/2022</i>													
Online Sign-ups	5,104	5,066	5,054	5,027	4,977	4,921	4,901	4,840	4,811	4,781	4,729	4,623	4,569
E-Bills	2,368	2,362	2,350	2,331	2,307	2,257	2,266	2,281	2,215	2,186	2,146	2,081	2,067
Auto Pay	3,506	3,534	3,526	3,493	3,471	3,427	3,411	3,395	3,320	3,323	3,272	3,190	3,175

13 MONTH CONSUMPTION TRENDS



	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22
Residential	73.6%	73.8%	73.7%	73.1%	70.9%	71.8%	71.3%	72.1%	71.8%	72.5%	72.2%	72.5%	72.3%
Multi Residential	16.3%	17.8%	17.2%	16.5%	17.1%	17.5%	17.6%	16.3%	15.5%	15.7%	15.7%	15.7%	16.9%
Commercial	9.5%	8.1%	8.7%	10.1%	11.4%	10.3%	10.6%	11.1%	12.3%	11.2%	11.7%	11.2%	10.4%
Bulk Water	0.7%	0.3%	0.3%	0.3%	0.5%	0.4%	0.5%	0.5%	0.4%	0.5%	0.4%	0.5%	0.4%
Other Systems	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
BUDGETED UNITS	53,678	46,089	45,547	38,434	41,039	42,706	52,969	63,431	71,397	72,831	69,068	60,656	52,605
ACTUAL UNITS	44,129	39,798	39,208	38,216	44,799	44,339	54,843	61,817	68,829	63,207	64,322	50,922	44,500



Week Ending	Total Calls		Incoming Calls		Outgoing Calls	
	# Calls	Minutes	# Calls	Minutes	# Calls	Minutes
10/9/2022	421	708	273	544	148	164
10/16/2022	462	763	314	627	148	136
10/23/2022	447	637	268	503	179	134
10/30/2022	465	876	290	656	175	220
11/6/2022	363	622	243	503	120	119
11/13/2022	285	417	169	323	116	94
11/20/2022	379	695	244	526	135	169
11/27/2022	253	528	162	420	91	108

Weekly Notes
Main Break: 515 Middleton Dr., 12330 Junitar St., 15801 Old County Hwy.
Main Break: 12175 Madrone Ave., Sunset & Band, 455 Fall Creek Dr., 279 Vale Way, 111 Brookside Dr., 255 Bobs Ln.
Main Break: 120 Azalea Cir., 10636 Redwood Dr., Hwy 9 & West Park.
Main Break: 10931 Sequoia Ave., 1545 Jackson Ave., 10585 Vera Ave., 430 Balch Way, Riverdale & Lilac Ave., 225 Brier Dr., Brookside Dr., 8045 Schaaf Rd., 12301 Coleman Ave.
Main Break: 221 Celia Ave., 8040 Hermosa Ave., 125 Pool Dr., 14685 Big Basin, 150 Old Big Trees Rd., Oakwood, 185 Buck Knoll Rd., Berts Rd. & Arnold Ave.
Closed for Veteran's Day, Main Break: Brookside Dr. & E Zayante Rd.
Main Break: 145 Forest St. & 11458 Hwy 9
Closed for Thanksgiving, Main Break: 15891 Forest Hill Dr., 11151 Lake Blvd., 490 Redwood Dr., 1250 Country Club Dr., 191 Shady Ln, 875 Whispering Pines Dr.

REVENUE STABILIZATION RATE ANALYSIS FY22-23

In accordance with the District's Revenue Stabilization Rates Policy & Procedures, the District Manager shall provide the Board of Directors with the average units of water sales (by month) for the rolling previous three years, which will serve as the baseline against which current annual sales to date will be compared. If the District Manager determines that budget-year water sales (in units) to date, and corresponding revenue, is more than 10% below expected year-to-date levels (based on monthly averages over the previous three years), the District Manager shall notify, at a public meeting, the Board of Directors of this determination at or before the next regularly scheduled Board meeting. For more information, please refer to the District's full Policy & Procedures.

MONTHLY CONSUMPTION IN UNITS BY FISCAL YEAR (BASELINE)

	July	August	September	October	November	December	January	February	March	April	May	June	TOTAL
FY1920	69,511	70,199	70,935	61,797	58,008	49,614	45,215	40,031	44,903	47,195	56,904	64,133	678,447
FY2021	75,312	78,208	67,686	64,547	55,021	47,697	46,950	37,588	37,065	50,838	60,205	65,232	686,348
FY2122	67,878	69,234	55,672	56,472	44,129	39,798	39,208	38,216	44,799	44,339	54,843	61,817	616,405
3 YR AVERAGE (BASELINE)	70,900	72,547	64,764	60,939	52,386	45,703	43,791	38,612	42,256	47,457	57,317	63,728	660,400

ACTUAL FY2223 CONSUMPTION

FY2223	68,829	63,207	64,322	50,922	44,500								291,780
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CUMULATIVE ANALYSIS

% Above or Below Average	-3%	-13%	-1%	-16%	-15%								
Cumulative %	-3%	-8%	-6%	-8%	-9%								

NOTES:

As of November 2022, the cumulative consumption is 9% below the baseline. Consumption for November is 15% below the 3 year average baseline and 1% higher than prior year. We will continue to monitor consumption and update the Board as necessary.

SAN LORENZO VALLEY WATER DISTRICT - PAST DUE ANALYSIS - NOVEMBER 2022

CYCLE 1						
	Bal Fwd	Bal Under 30	Bal 30 to 60	Bal 60 to 90	Bal 90 to 120	Bal Over 120
Owner	\$ 192,036	\$ 61,201	\$ 23,680	\$ 17,151	\$ 11,177	\$ 78,828
<i># of accounts</i>		530	213	141	100	98
IVR/PAST DUE INFORMATION:						
PAST DUE PRIOR TO IVR	486					
# RECEIVING IVR	374	77%	% signed up for IVR			
FINAL PAST DUE	349	72%	% from initial past due			

CYCLE 2						
	Bal Fwd	Bal Under 30	Bal 30 to 60	Bal 60 to 90	Bal 90 to 120	Bal Over 120
Owner	\$ 311,064	\$ 81,360	\$ 38,471	\$ 34,576	\$ 24,032	\$ 132,626
<i># of accounts</i>		724	303	219	176	162
IVR/PAST DUE INFORMATION:						
PAST DUE PRIOR TO IVR	577					
# RECEIVING IVR	433	75%	% signed up for IVR			
FINAL PAST DUE	360	62%	% from initial past due			

TOTAL DISTRICT						
	BILLS SENT IN OCTOBER					
	Bal Fwd	Bal Under 30	Bal 30 to 60	Bal 60 to 90	Bal 90 to 120	Bal Over 120
Owner	\$ 503,100	\$ 142,561	\$ 62,150	\$ 51,727	\$ 35,208	\$ 211,454
<i># of accounts</i>		1,254	516	360	276	260
BALANCE OF ACCOUNTS						
30+ DAYS PAST DUE	360,539					
# OF ACCOUNTS 30+ DAYS PAST DUE	1,412					
IVR/PAST DUE INFORMATION:						
PAST DUE PRIOR TO IVR	1,063					
# RECEIVING IVR	807	76%	% signed up for IVR			
FINAL PAST DUE	709	67%	% from initial past due			
LT PAYMENT PLANS	11					
LIEN INFORMATION:						
# ACTIVE LIENS	86					
TOTAL BALANCE	\$ 86,141	41%	% collateralized of Owner Bal Over 120			

PRIOR MONTH OCTOBER COMPARISON						
	Bal Fwd	Bal Under 30	Bal 30 to 60	Bal 60 to 90	Bal 90 to 120	Bal Over 120
	\$ 198,845	\$ 73,969	\$ 25,673	\$ 15,042	\$ 11,300	\$ 72,860
<i># of accounts</i>		616	213	129	103	98

PRIOR MONTH OCTOBER COMPARISON						
	Bal Fwd	Bal Under 30	Bal 30 to 60	Bal 60 to 90	Bal 90 to 120	Bal Over 120
	\$ 320,118	\$ 103,568	\$ 45,289	\$ 29,277	\$ 23,573	\$ 118,411
<i># of accounts</i>		876	296	213	170	158

PRIOR MONTH OCTOBER COMPARISON						
	Bal Fwd	Bal Under 30	Bal 30 to 60	Bal 60 to 90	Bal 90 to 120	Bal Over 120
	\$ 518,963	\$ 177,537	\$ 70,962	\$ 44,319	\$ 34,873	\$ 191,271
<i># of accounts</i>		1,492	509	342	273	256
BALANCE OF ACCOUNTS						
30+ DAYS PAST DUE	341,425					
# OF ACCOUNTS 30+ DAYS PAST DUE	1,380					
	6%					
% change from prior month for 30+ days past due						

* Lien amount may be larger than 120+ day bucket due to the fact it will include their entire balance.

OPERATING ANALYSIS - NOVEMBER 2022

REVENUE BY CATEGORY

DESCRIPTION	COMPARING AGAINST PRIOR YEAR					COMPARING AGAINST BUDGET		
	ACTUALS	% OF TOTAL	PRIOR YEAR	\$ Diff.	% Diff.	Act. % of Budget	ANNUAL BUDGET	% of Annual
WATER USAGE	\$ 559,653	58.4%	\$ 556,863	\$ 2,790	1%	7%	\$ 8,231,131	63%
BASIC CHARGES	295,437	30.8%	294,367	1,070	0%	8%	3,536,400	27%
FIRE RECOVERY SURCHARGE	82,434	8.6%	82,219	215	0%	8%	1,000,000	8%
METERS, PENALTIES & OTHER	7,160	0.7%	8,065	(905)	-11%	5%	137,560	1%
SEWER CHARGES	14,418	1.5%	14,418	-	0%	8%	173,021	1%
TOTAL OPERATING REVENUE	\$ 959,103	100.0%	\$ 955,933	\$ 3,170	0%	7%	\$ 13,078,112	100%

REVENUE COMMENTS*

Water Usage: November consumption was 1% higher than prior year

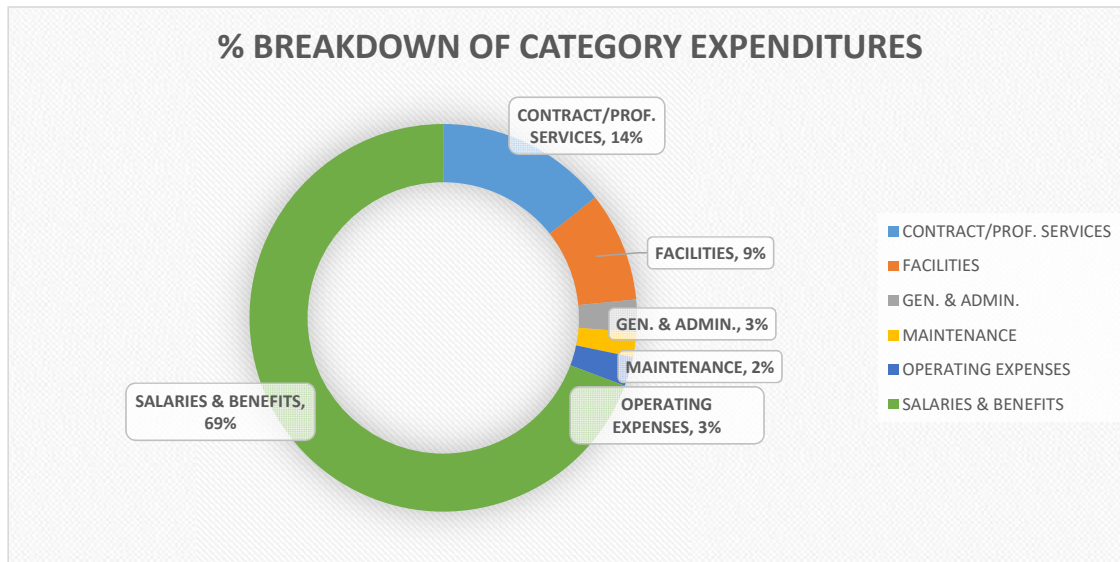
**See detail below for Operating Revenue excluding the Fire Recovery Surcharge*

EXPENSES BY CATEGORY

DESCRIPTION	COMPARING AGAINST PRIOR YEAR					COMPARING AGAINST BUDGET		
	ACTUALS	% OF TOTAL	PRIOR YEAR	\$ Diff.	% Diff.	Act. % of Budget	ANNUAL BUDGET	% of Annual
SALARIES & BENEFITS	\$ 514,399	69.3%	\$ 357,633	\$ 156,766	44%	8%	\$ 6,607,296	70%
CONTRACT/PROF. SERVICES	106,485	14.3%	183,275	(76,790)	-42%	11%	1,008,645	11%
OPERATING EXPENSES	18,151	2.4%	20,402	(2,251)	-11%	4%	455,450	5%
MAINTENANCE	15,379	2.1%	16,627	(1,248)	-8%	8%	202,700	2%
FACILITIES	67,858	9.1%	58,441	9,417	16%	9%	725,795	8%
GEN. & ADMIN.	20,027	2.7%	15,110	4,917	33%	4%	468,194	5%
TOTAL OPERATING EXPENSES	\$ 742,298	100%	\$ 651,487	\$ 90,810	14%	8%	\$ 9,468,080	100%

EXPENSE COMMENTS

Salaries & Benefits: 3 payroll month



EXCLUDING FIRE RECOVERY SURCHARGE

REVENUE BY CATEGORY

DESCRIPTION	COMPARING AGAINST PRIOR YEAR					COMPARING AGAINST BUDGET		
	ACTUALS	% OF TOTAL	PRIOR YEAR	\$ Diff.	% Diff.	Act. % of Budget	ANNUAL BUDGET	% of Annual
WATER USAGE	\$ 559,653	58.4%	\$ 556,863	\$ 2,790	1%	7%	\$ 8,231,131	63%
BASIC CHARGES	295,437	30.8%	294,367	1,070	0%	8%	3,536,400	27%
FIRE RECOVERY SURCHARGE	7,160	0.7%	8,065	(905)	-11%	5%	137,560	1%
METERS, PENALTIES & OTHER	14,418	1.5%	14,418	-	0%	8%	173,021	1%
TOTAL OPERATING REVENUE	\$ 876,669	100.0%	\$ 873,713	\$ 2,955	0%	7%	\$ 12,078,112	100%

OPERATING ANALYSIS - YTD FY22-23 (JULY-NOVEMBER)

REVENUE BY CATEGORY

DESCRIPTION	COMPARING AGAINST PRIOR YEAR					COMPARING AGAINST BUDGET		
	ACTUALS	% OF TOTAL	PRIOR YEAR	\$ Diff.	% Diff.	Act. % of Budget	ANNUAL BUDGET	% of Annual
WATER USAGE	\$ 3,177,325	61.4%	\$ 3,115,178	\$ 62,148	2%	39%	\$ 8,231,131	63%
BASIC CHARGES	1,477,300	28.6%	1,410,802	66,498	5%	42%	3,536,400	27%
FIRE RECOVERY SURCHARGE	411,783	8.0%	328,667	83,116	25%	41%	1,000,000	8%
METERS, PENALTIES & OTHER	32,525	0.6%	42,380	(9,855)	-23%	24%	137,560	1%
SEWER CHARGES	72,092	1.4%	72,104	(12)	0%	42%	173,021	1%
TOTAL OPERATING REVENUE	\$ 5,171,025	100.0%	\$ 4,969,131	\$ 201,894	4%	40%	\$ 13,078,112	100%

REVENUE COMMENTS*

YTD revenues are slightly higher than prior year due to two more months of fire surcharge than prior year. Current year includes last rate increase of 5 year rate increase.

**See detail below for Operating Revenue excluding the Fire Recovery Surcharge*

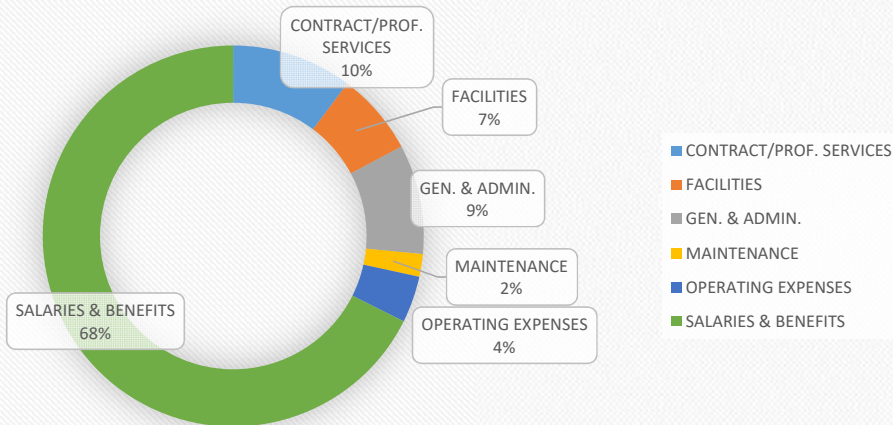
EXPENSES BY CATEGORY

DESCRIPTION	COMPARING AGAINST PRIOR YEAR					COMPARING AGAINST BUDGET		
	ACTUALS	% OF TOTAL	PRIOR YEAR	\$ Diff.	% Diff.	Act. % of Budget	ANNUAL BUDGET	% of Annual
SALARIES & BENEFITS	\$ 2,471,283	67.6%	\$ 2,343,998	\$ 127,285	5%	37%	\$ 6,607,296	70%
CONTRACT/PROF. SERVICES	374,219	10.2%	445,067	(70,848)	-16%	37%	1,008,645	11%
OPERATING EXPENSES	144,065	3.9%	128,350	15,716	12%	32%	455,450	5%
MAINTENANCE	70,205	1.9%	60,993	9,212	15%	35%	202,700	2%
FACILITIES	254,593	7.0%	250,600	3,993	2%	35%	725,795	8%
GEN. & ADMIN.	340,547	9.3%	305,109	35,437	12%	73%	468,194	5%
TOTAL OPERATING EXPENSES	\$ 3,654,912	100%	\$ 3,534,117	\$ 120,796	3%	39%	\$ 9,468,080	100%

EXPENSE COMMENTS

Salaries & Benefits: November was a 3 payroll month
Maintenance: Increased fuel costs

% BREAKDOWN OF CATEGORY EXPENDITURES



EXCLUDING FIRE RECOVERY SURCHARGE

REVENUE BY CATEGORY

DESCRIPTION	COMPARING AGAINST PRIOR YEAR					COMPARING AGAINST BUDGET		
	ACTUALS	% OF TOTAL	PRIOR YEAR	\$ Diff.	% Diff.	Act. % of Budget	ANNUAL BUDGET	% of Annual
WATER USAGE	\$ 3,177,325	66.8%	\$ 3,115,178	\$ 62,148	2%	39%	\$ 8,231,131	68%
BASIC CHARGES	1,477,300	31.0%	1,410,802	66,498	5%	42%	3,536,400	29%
FIRE RECOVERY SURCHARGE								
METERS, PENALTIES & OTHER	32,525	0.7%	42,380	(9,855)	-23%	24%	137,560	1%
SEWER CHARGES	72,092	1.5%	72,104	(12)	0%	42%	173,021	1%
TOTAL OPERATING REVENUE	\$ 4,759,242	100.0%	\$ 4,640,464	\$ 118,778	3%	39%	\$ 12,078,112	100%

OPERATING ANALYSIS - YTD TREND FY22-23

REVENUE BY CATEGORY

DESCRIPTION	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	YTD	BUDGET	% OF BUD.
WATER USAGE	368,523	799,034	809,756	640,360	559,653	3,177,325	8,231,131	39%
BASIC CHARGES	295,512	295,459	295,451	295,440	295,437	1,477,300	3,536,400	42%
FIRE RECOVERY SURCHARGE	82,330	82,342	82,292	82,384	82,434	411,783	1,000,000	41%
METERS, PENALTIES & OTHER	3,440	6,710	7,355	7,860	7,160	32,525	137,560	24%
SEWER CHARGES	14,418	14,418	14,418	14,418	14,418	72,092	173,021	42%
TOTAL OPERATING REVENUE	764,223	1,197,963	1,209,272	1,040,463	959,103	5,171,025	13,078,112	40%

EXPENSES BY CATEGORY

DESCRIPTION	JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	YTD	BUDGET	% OF BUD.
SALARY & BENEFITS	831,329	392,196	370,005	363,354	514,399	2,471,283	6,607,296	37%
CONTRACT/PROF. SERVICES	34,175	21,055	62,002	150,501	106,485	374,219	1,008,645	37%
OPERATING EXPENSES	24,286	33,282	36,911	31,435	18,151	144,065	455,450	32%
MAINTENANCE	9,401	12,116	28,789	4,521	15,379	70,205	202,700	35%
FACILITIES	13,196	35,343	62,518	75,678	67,858	254,593	725,795	35%
GEN. & ADMIN.	258,990	13,565	20,520	27,445	20,027	340,547	468,194	73%
TOTAL OPERATING EXPENSES	1,171,378	507,558	580,745	652,934	742,298	3,654,912	9,468,080	39%
OPERATING INCOME (LOSS)	(407,154)	690,405	628,527	387,528	216,805	1,516,112	3,610,032	42%
OPERATING INCOME (LOSS) EXCLUDING FIRE RECOVERY SURCHARGE	(489,484)	608,064	546,235	305,144	134,371	1,104,330	2,610,032	42%

COMMENTS

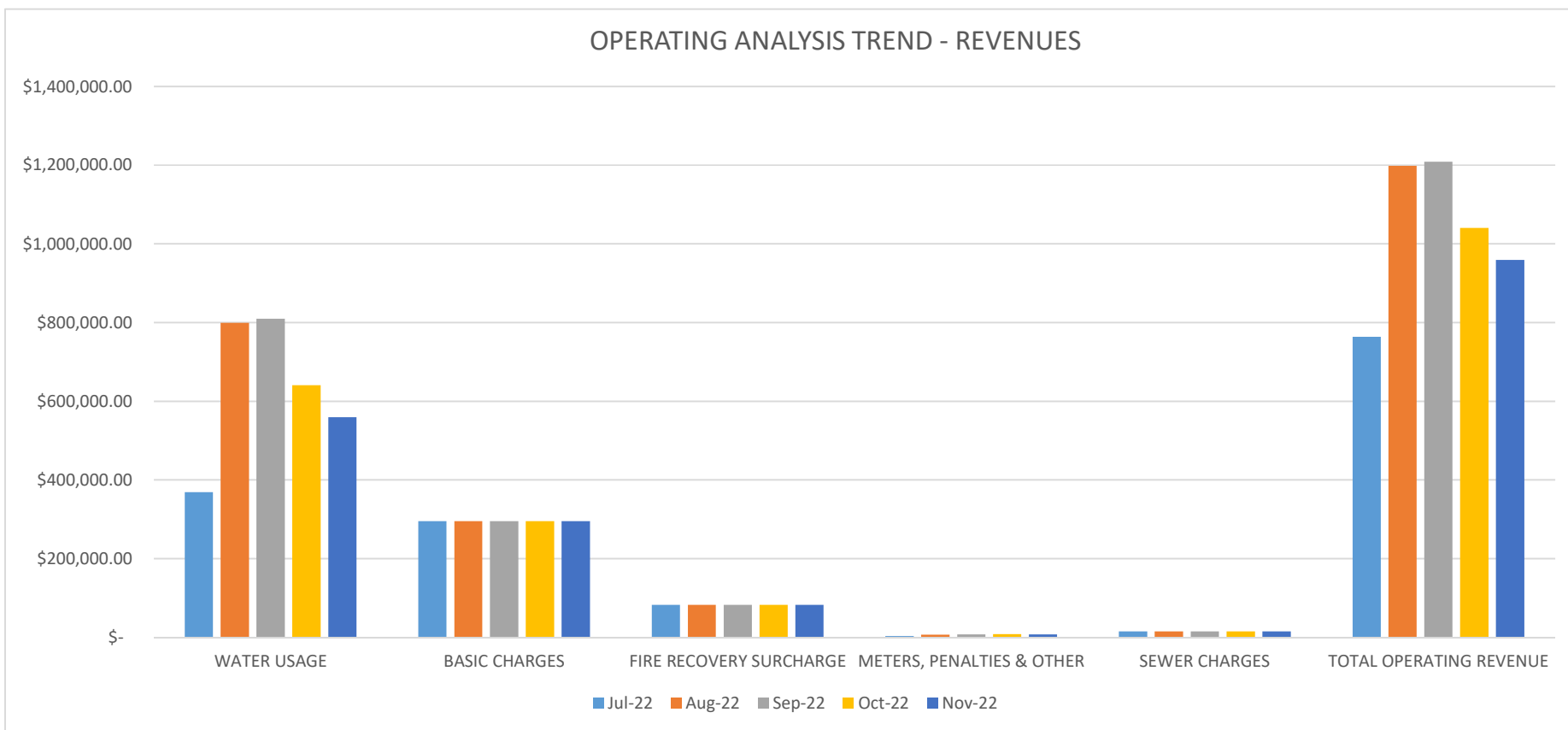
REVENUE/EXPENSES:

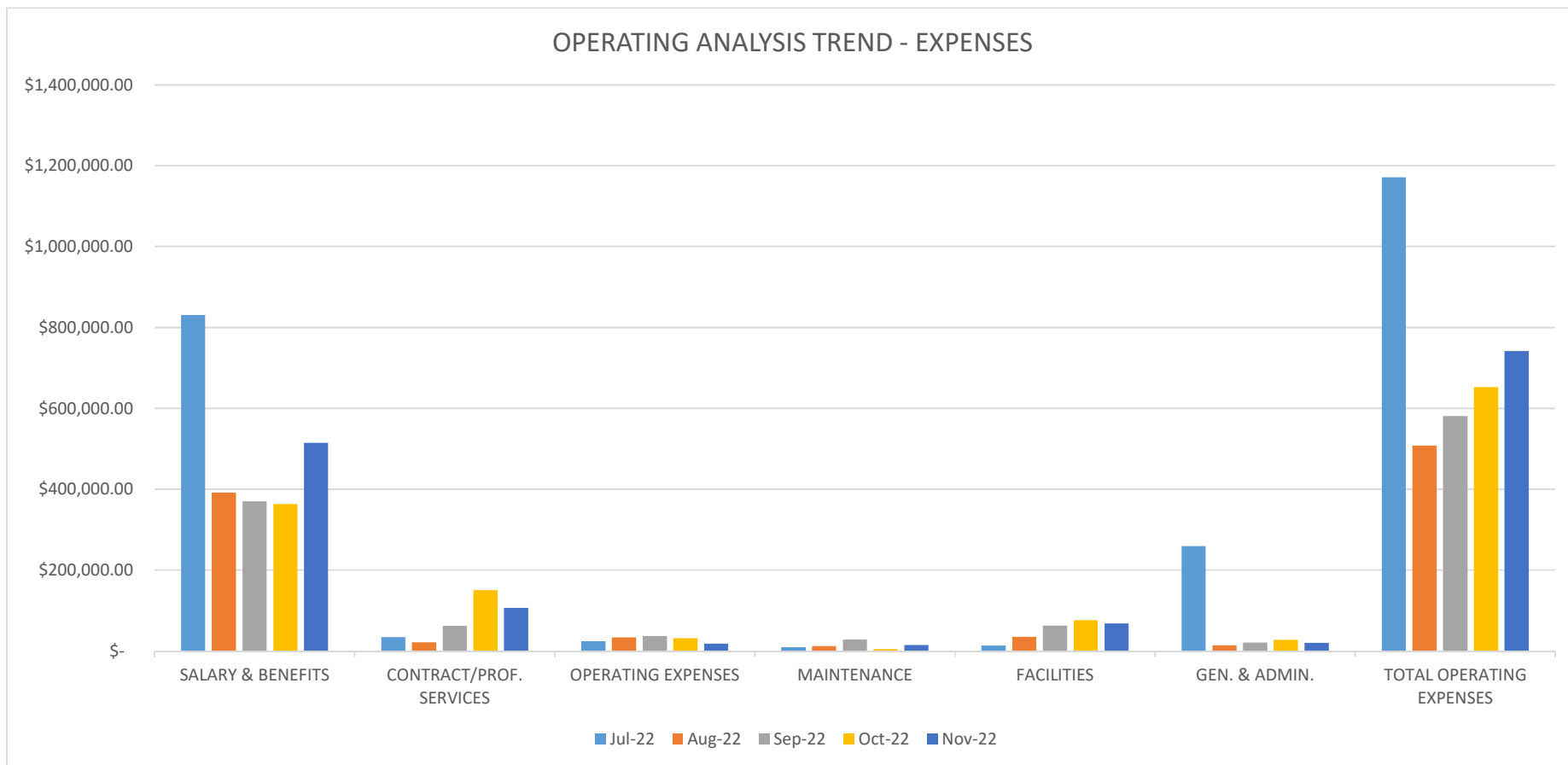
Please refer to the current month analysis for any further detail on revenue or expenses.

GENERAL/PROCESS:

There are annual/one-time expenses paid upfront that could cause individual months to appear skewed or accrual based accounting that will impact June/July more so. An example of this would be some insurances are paid in July, this causes July expenses to appear higher than other months. The District operates on an annual budget and performs accrual based accounting procedures for a hard year end close, this is typical for governmental accounting.

Data is continuously being reviewed, so it is not un-common for a prior report balance to change slightly throughout the year as accounts are reconciled.

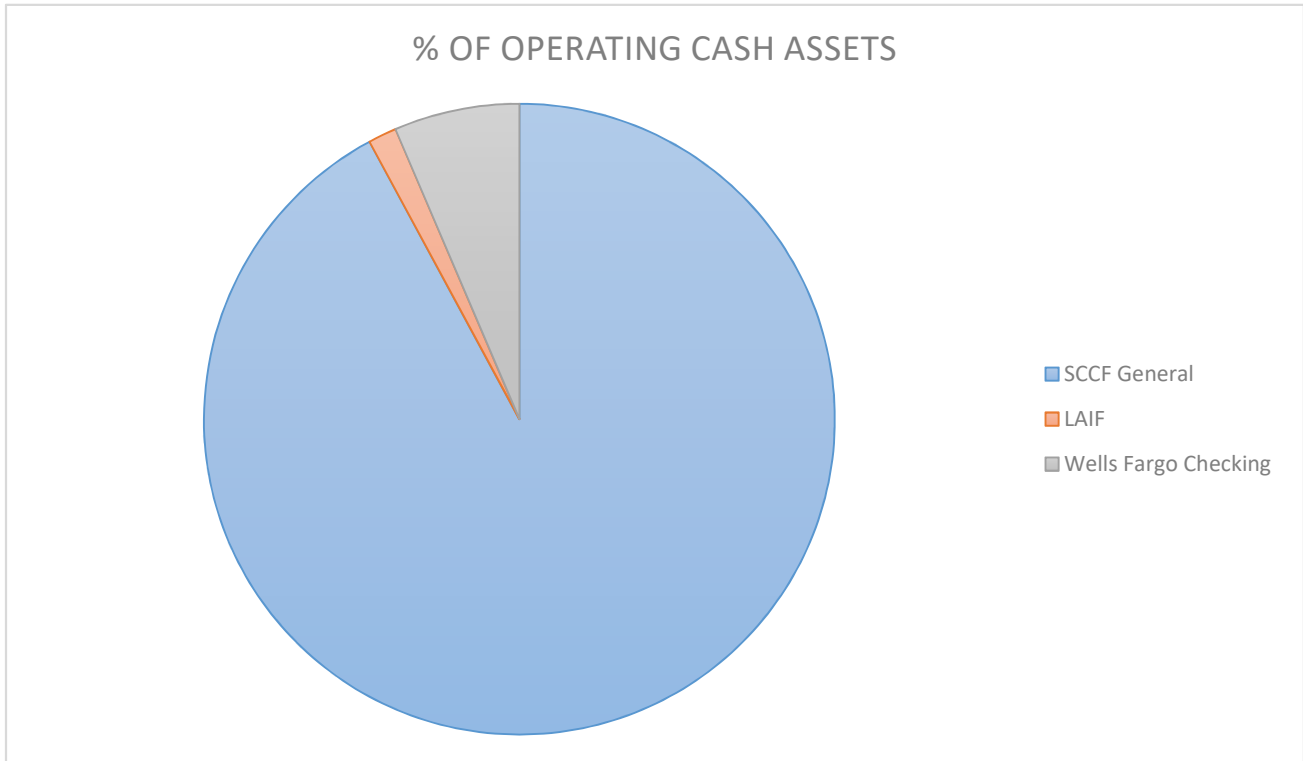




CASH BALANCES AS OF

11/30/2022

	CASH BALANCE	Ave Interest Rate	Maturity Date
OPERATING ACCOUNTS			
Wells Fargo Checking	\$ (763,265)	0.25%	N/A
LAIF	\$ 84,598	1.35%	N/A
SCCF General	\$ 7,683,501	1.34%	N/A
OPERATING BALANCE	\$ 7,004,835		
RESTRICTED ACCOUNTS			
SCCF Lompico Assessment District	\$ 177,567	1.34%	For AD Projects
SCCF Olympia Assessment District	\$ 57,934	1.34%	For Debt Repayment
SCCF \$15M CoBank Loan Proceeds	\$ 12,454,252	1.34%	Loan Proceeds
SCCF \$14.5M COP Proceeds	\$ 6,992,236	1.34%	Loan Proceeds
Watershed Endowment	\$ 20,796	0.25%	Watershed maint.
CB&T Escrow Fund SRF	\$ 166,760	0.13%	For Debt Repayment
CB&T Escrow Fund DOWR	\$ 277,734	0.13%	For Debt Repayment
Fire Recovery Surcharge	\$ 1,205,125	0.25%	For CZU Fire Related Expenses
RESTRICTED BALANCE	\$ 21,352,404		



Accounts Payable

Checks by Date - Detail by Check Number

User: RachelMunoz
Printed: 1/6/2023 1:37 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
ACH	10207	CITI CARDS_COSTCO	01/03/2023		
	120722_7861A	FURNITURE_WO#2544			6,671.89
	120722_7861B	OFFICE SUPPLIES			35.96
	120722_7861C	OFFICE SUPPLIES			54.56
	120722_7861D	OFFICE SUPPLIES			43.49
Total for this ACH Check for Vendor 10207:				0.00	6,805.90
ACH	00067	CALIFORNIA SPECIAL DISTRICT	12/09/2022		
	MEMBER#252_23	2023 CSDA ANNUAL RENEWAL			8,810.00
Total for this ACH Check for Vendor 00067:				0.00	8,810.00
ACH	00080	GRANITE CONSTRUCTION CO	12/09/2022		
	2365997	HOT MIX			394.14
	2366607	BASE ROCK			70.20
Total for this ACH Check for Vendor 00080:				0.00	464.34
ACH	00145	BATTERIES PLUS	12/09/2022		
	P56962915	UPS BATTERY			103.38
Total for this ACH Check for Vendor 00145:				0.00	103.38
ACH	00398	WATSONVILLE METAL CO.,INC	12/09/2022		
	7518925	RECYCLE_HAUL FEE			600.00
Total for this ACH Check for Vendor 00398:				0.00	600.00
ACH	00450	EUROFINS	12/09/2022		
	3800011214	WATER ANALYSIS			1,200.00
Total for this ACH Check for Vendor 00450:				0.00	1,200.00
ACH	00493	SPRINGBROOK HOLDING COMPANY	12/09/2022		
	010855	IVR SUBSCRIPTION RENEWAL			11,410.00
Total for this ACH Check for Vendor 00493:				0.00	11,410.00
ACH	00711	R&B A CORE & MAIN COMPANY	12/09/2022		
	R817097A	REPAIR CLAMP 2OD" X 3"			47.39
	R817097B	NIPPLE BRASS 3/4" X 0"			32.31
	R817097C	FULL CIRCLE 6.56-6.96 12.50"			1,290.62
	R817097D	COUPLING 2" HDPE PIPE VICTOLIC 905			996.70
	R817097E	7/8" SOCKET			295.65
	R838307A	WHITE PAINT WATERBASE #3901			65.11
	R838307B	NIPPLE GALV 1-1/2" X 2-1/2"			19.62
	R838307C	NIPPLE GALV 1-1/2" X 2"			14.72
	R838307D	FULL CIRCLE 3.96-4.25 7.50"			92.51
	R838307E	FULL CIRCLE 2.35-2.63 7.50"			366.89
	R838307F	FLEX COUPLING 1/2" X 4.5"			136.11

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	R838307G	BLUE PAINT WATERBASE #3620			59.19
	R838307H	BELL REDCR GALV 2" X 3/4"			9.69
	R859627	6004-005 QTY 1			49.58
	R911836	LOMPICO HYDRANT REPAIR			1,781.81
	R936274	RETURN WRONG LIDS			-3,650.20
	R950037	GATE VALVE 2"			136.24
		Total for this ACH Check for Vendor 00711:		0.00	1,743.94
ACH	00768	USA BLUEBOOK	12/09/2022		
	158574	2 SHELF CART_LYON PLANT			3,576.78
	171466	OPERATING SUPPLIES			714.48
		Total for this ACH Check for Vendor 00768:		0.00	4,291.26
ACH	10205	RED WING BUSINESS ADVANTAGE	12/09/2022		
	20221110033845	EMPLOYEE UNIFORM			232.14
		Total for this ACH Check for Vendor 10205:		0.00	232.14
ACH	10246	OVISS LABS INCORPORATED	12/09/2022		
	R-54604	DVR CLOUD SRVS_JOHNSON BLDG			192.93
		Total for this ACH Check for Vendor 10246:		0.00	192.93
ACH	10308	SANDIS	12/09/2022		
	2210088	TASK 4:CONSTRUCT DOCS_#549			4,010.00
	2210174	ENG SRVS_BRACKEN/FOREST_WO#2517			3,960.00
	2210205	CONSTRUCT MGMT_ALTA VIA_WO#1921			1,773.75
	2210243A	2021 FEMA PIPELINE PROJECT_#1923			2,502.50
	2210243B	2021 FEMA PIPELINE PROJECT_#1953			2,502.50
	2210244	ENG SRVS_BRACKEN/FOREST_WO#2517			6,722.50
	2210262	CONSOLIDATION_BB WATER_#2516			822.50
	2210333	ENG SRVCS_BRACKEN/FOREST_WO#2517			18,325.00
	2210334	ENG SRVCS_BRACKEN/FOREST_WO#2517			9,115.00
	2210356	CONSTRUCT MGMT_GLEN ARBOR_#1366			1,912.11
	2210368	ENG SRVCS_BRACKEN/FOREST_WO#2517			4,216.19
		Total for this ACH Check for Vendor 10308:		0.00	55,862.05
ACH	00164	FIRST ALARM	01/04/2023		
	722539A	QTLY ALARM SVCS_13057 HWY 9			659.73
	722539B	QTLY ALARM SVCS_365 MADRONE			188.79
	724921A	QTLY ALARM SVCS_15900 BEAR CREEK			384.93
	724921B	QTLY ALARM SVCS_600 SAN LORENZO			192.96
	724921C	QTLY ALARM SVCS_195 KIRBY ST			379.98
		Total for this ACH Check for Vendor 00164:		0.00	1,806.39
ACH	00609	BALANCE HYDROLOGICS, INC	01/04/2023		
	222018-1122	WY22 ECOLO TEMP & FLOW MONITOR			4,391.75
	222118-1122	WY22 OP TEMP & FLOW MONITOR			1,156.00
		Total for this ACH Check for Vendor 00609:		0.00	5,547.75
ACH	00711	R&B A CORE & MAIN COMPANY	01/04/2023		
	S023610	HYDRNT BURY MJXFLG 6"X36"W/ACC			398.57
		Total for this ACH Check for Vendor 00711:		0.00	398.57
ACH	00784	R & B CORE & MAIN LP	01/04/2023		
	S028217A	SVC VALVE PIPE-PIPE STRT 1"			247.82

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	S028217B	COMPRESSION COUPLING 3/4" G/T			286.67
	S028217C	COMPRESSION COUPLING 1" G/T			231.81
Total for this ACH Check for Vendor 00784:				0.00	766.30
ACH	00944 9162	PDNC, INC. DECEMBER MANAGED ANTIVIRUS	01/04/2023		754.56
Total for this ACH Check for Vendor 00944:				0.00	754.56
ACH	10205 20221210033845	RED WING BUSINESS ADVANTAGE UNIFORM_BOOTS	01/04/2023		236.77
Total for this ACH Check for Vendor 10205:				0.00	236.77
ACH	10256 44585	RINCON CONSULTANTS, INC. CONJUNCT USE PLAN_FOCUSED EIR	01/04/2023		1,514.75
Total for this ACH Check for Vendor 10256:				0.00	1,514.75
ACH	10308	SANDIS	01/04/2023		
	2211017A	2021 FEMA PIPELINE PROJECT_#1923			320.00
	2211017B	2021 FEMA PIPELINE PROJECT_#1953			320.00
	2211108	2021 FEMA PIPELINE PROJ_#1923			412.50
	2211162A	CONSTRUCT MGMT_GLEN ARBOR_#1366			19,326.89
	2211162B	2021 CIP PIPELINE_CREDIT_#2180			-158.96
	2211162C	2021 CIP PIPELINE_CREDIT_#2181			-158.96
	2211162D	2021 CIP PIPELINE_CREDIT_#2182			-158.96
	2211162E	2021 CIP PIPELINE_CREDIT_#2183			-158.96
	2211162F	2021 CIP PIPELINE_CREDIT_#2184			-158.96
	2211163	CONSTRUCT MGMT_ALTA VIA_#1921			2,430.00
	2211185	TASK 4:CONSTRUCT DOCS_#549			2,905.00
	2211279	ENG SRVCS_BRACKEN/FOREST_#2517			13,627.04
	2211280	ENG SRVCS_BRACKEN/FOREST_#2517			1,500.00
	2211281	ENG SRVCS_BRACKEN/FOREST_#2517			7,515.00
	2211361	ENG SRVCS_BRACKEN/FOREST_#2517			8,490.00
	2211362	ENG SRVCS_BRACKEN/FOREST_#2517			360.00
	2211363	ENG SRVCS_BRACKEN/FOREST_#2517			5,172.50
	2211364	ENG SRVCS_BRACKEN/FOREST_#2517			1,535.00
	2211396	ENG SRVCS_BRACKEN/FOREST_#2517			9,109.38
Total for this ACH Check for Vendor 10308:				0.00	72,228.51
ACH	10350 22-695	FREYER & LAURETA, INC. DESIGN SRVCS_FOREMAN PIPELINE_1927	01/04/2023		235.00
Total for this ACH Check for Vendor 10350:				0.00	235.00
ACH	10005 6954812	MISSIONSQUARE RETIREMENT PP ENDING 11/30/22	12/14/2022		5,066.92
Total for this ACH Check for Vendor 10005:				0.00	5,066.92
ACH	10217	UMPQUA BANK	12/25/2022		
	1122_7268A	AMAZON_OFFICE SUPPLIES			17.79
	1122_7268B	AMAZON_OFFICE SUPPLIES			17.79
	1122_7268C	AMAZON_OFFICE SUPPLIES			17.80
	1122_7268D	AMAZON_OFFICE SUPPLIES			18.89
	1122_7268E	AMAZON_OFFICE SUPPLIES			18.89
	1122_7268F	AMAZON_OFFICE SUPPLIES			18.88
	1122_7268G	AMAZON_WATER FILTERS			92.54
	1122_7268H	AMAZON_BATTERY BACKUP			31.34

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	1122_7268I	AMAZON_OFFICE SUPPLIES			20.86
	1122_7268J	AMAZON_OFFICE SUPPLIES			20.86
	1122_7268K	AMAZON_OFFICE SUPPLIES			20.85
	1122_7268L	AMAZON_OFFICE SUPPLIES			85.92
	1122_7268M	AMAZON_OFFICE SUPPLIES			128.88
	1122_7268N	BROWN & CALDWELL_JOB ADS			200.00
	1122_7268O	BROWN & CALDWELL_JOB ADS			100.00
	1122_7268P	CARHART_UNIFORMS			354.14
	1122_7268Q	CARHART_UNIFORMS			463.14
	1122_7268R	CARHART_UNIFORMS			296.37
	1122_7268S	CARHART_UNIFORMS			228.83
	1122_7268T	CARHART_UNIFORMS			283.32
	1122_7268U	CARHART_UNIFORMS			141.68
	1122_7268V	CARHART_UNIFORMS			463.17
	1122_7268W	CARHART_UNIFORMS			305.12
	1122_7268X	CARHART_UNIFORMS			283.32
	1122_7268Y	CARHART_UNIFORMS			610.27
	1122_7268Z	CARHART_UNIFORMS			615.73
	1122_7268ZA	CARHART_UNIFORMS			657.85
	1122_7268ZB	DAVIS_WEATHER STATION			180.00
	1122_7268ZC	DAVIS_WEATHER STATION			220.00
	1122_7268ZD	FASTTRAK_BRIDGE TOLL			7.00
	1122_7268ZE	INDEED_JOB ADS			33.46
	1122_7268ZF	MAILCHIMP_MARKETING			69.99
	1122_7268ZG	INDEED_JOB ADS			500.14
	1122_7268ZH	MISC TO BE REIMBURSED			57.05
	1122_7268ZI	SPRINGBROOK_TRAINING			900.00
	1122_7268ZJ	TRAVELFI_WIFI			49.00
	1122_7268ZK	WEST MARINE_SAFETY EQUIP			3,439.21
	1122_7268ZL	WEST MARINE_SAFETY EQUIP			545.00
	1122_7268ZM	WEST MARINE_SAFETY EQUIP			545.01
	1122_7268ZN	WEST MARINE_SAFETY EQUIP			272.50
	1122_7268ZO	WEST MARINE_SAFETY EQUIP			1,384.46
	1122_7268ZP	ZOOM_MEETINGS			14.99
	1122_7268ZQ	ZOOM_FELTON HEIGHTS MEETING			135.60
					<hr/>
			Total for this ACH Check for Vendor 10217:	0.00	13,867.64
ACH	00178	CALPERS	01/04/2023		
	JAN2023.A	CALPERS HEALTH_ADMIN			2,956.31
	JAN2023.B	CALPERS HEALTH_FINANCE			15,949.91
	JAN2023.C	CALPERS HEALTH_ENGINGEERING			3,654.96
	JAN2023.D	CALPERS HEALTH_OPS			22,669.57
	JAN2023.E	CALPERS HEALTH_ENVIRON			913.74
	JAN2023.F	CALPERS HEALTH_RETIREEES			1,359.00
	JAN2023.G	CALPERS HEALTH_WTP			14,340.48
	JAN2023.H	ADMIN FEE			228.28
	JAN2023.I	CALPERS HEALTH_DEPENDENTS			1,967.82
					<hr/>
			Total for this ACH Check for Vendor 00178:	0.00	64,040.07
ACH	00080	GRANITE CONSTRUCTION CO	12/14/2022		
	2369977	BASE ROCK			56.70
	2371970	HOT MIX_BASE ROCK			388.21
	2373084	PAVING_BEAR CREEK TANK			321.54
					<hr/>
			Total for this ACH Check for Vendor 00080:	0.00	766.45
ACH	00219	TOYOTA MATERIAL HANDLING	12/14/2022		
	KA8G62	SERVICE_VE-740			495.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for this ACH Check for Vendor 00219:	0.00	495.00
ACH	00450	EUROFINS	12/14/2022		
	3800011882	WATER ANALYSIS			120.00
	3800011883	WATER ANALYSIS			40.00
	3800011884	WATER ANALYSIS			20.00
			Total for this ACH Check for Vendor 00450:	0.00	180.00
ACH	00711	R&B A CORE & MAIN COMPANY	12/14/2022		
	R942284A	REPAIR CLAMP 3/4" X 3"			96.25
	R942284B	REPAIR CLAMP 1" X 3"			105.19
	R942284C	FULL CIRCLE 6.56-6.96 7.50"			686.63
	R942284D	FULL CIRCLE 6.56-6.96 12.50"			184.37
	R942284E	FULL CIRCLE 4.45-4.73 12.50"			646.68
	R942284F	FULL CIRCLE 2.35-2.63 7.50"			733.78
			Total for this ACH Check for Vendor 00711:	0.00	2,452.90
ACH	00727	ULINE SHIPPING SUPPLIES	12/14/2022		
	156625858	OPERATING SUPPLIES			408.47
	156627908	OPERATING SUPPLIES			191.53
			Total for this ACH Check for Vendor 00727:	0.00	600.00
ACH	01039	ERA - A WATERS COMPANY	12/14/2022		
	025337	LAB SUPPLIES			235.29
			Total for this ACH Check for Vendor 01039:	0.00	235.29
ACH	10245	GOTO TECHNOLOGIES USA, INC.	12/14/2022		
	1208893072	MONTHLY AUDIO SERVICE			180.00
			Total for this ACH Check for Vendor 10245:	0.00	180.00
ACH	10246	OVISS LABS INCORPORATED	12/14/2022		
	R-54836	DVR CLOUD SERVICE-KIRBY			257.24
			Total for this ACH Check for Vendor 10246:	0.00	257.24
ACH	10344	SUSAN ROBINSON	12/14/2022		
	2022-SLVWD-08	GRANT WRITING SERVICES			1,575.00
			Total for this ACH Check for Vendor 10344:	0.00	1,575.00
ACH	00788	COMCAST	12/14/2022		
	111922_196346A	INTERNET_ADMIN			480.41
	111922_196346B	INTERNET_WTP			2,042.65
	111922_196346C	INTERNET_OPS			1,560.96
			Total for this ACH Check for Vendor 00788:	0.00	4,084.02
ACH	00054	PACIFIC GAS AND ELECTRIC	12/19/2022		
	1122_365802406A	UTILITIES_ADMIN			674.05
	1122_365802406B	UTILITIES_OPS			12,668.81
	1122_365802406C	UTILITIES_WTP			29,128.64
	1122_365802406D	UTILITIES_BCEWW			292.72
			Total for this ACH Check for Vendor 00054:	0.00	42,764.22
ACH	00080	GRANITE CONSTRUCTION CO	12/22/2022		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	2375531	BASE ROCK			59.04
			Total for this ACH Check for Vendor 00080:	0.00	59.04
ACH	00164 718756	FIRST ALARM ALARM SERVICE_195 KIRBY	12/22/2022		325.00
			Total for this ACH Check for Vendor 00164:	0.00	325.00
ACH	00219 KA8K76	TOYOTA MATERIAL HANDLING SERVICE_VE-735	12/22/2022		348.22
			Total for this ACH Check for Vendor 00219:	0.00	348.22
ACH	00268 12975 12976 12977	WATTS ON GENERATOR MAINTENANCE_OPS GENERATOR MAINTENANCE_ADMIN GENERATOR MAINTENANCE_SCENIC	12/22/2022		337.61 422.65 443.13
			Total for this ACH Check for Vendor 00268:	0.00	1,203.39
ACH	00566 1076811222022A 1076811222022B	SANTA CRUZ ANSWERING SERVICE ANSWERING SERVICE_OPS ANSWERING SERVICE_WTP	12/22/2022		337.60 337.60
			Total for this ACH Check for Vendor 00566:	0.00	675.20
ACH	00944 9112 9185	PDNC, INC. SERVER ARCHIVES CLOUD SERVICE	12/22/2022		10.25 702.75
			Total for this ACH Check for Vendor 00944:	0.00	713.00
ACH	00080 2376958 2380674	GRANITE CONSTRUCTION CO BASE ROCK_HOT MIX_RECYCLE RECYCLE FEE	12/29/2022		178.91 132.40
			Total for this ACH Check for Vendor 00080:	0.00	311.31
ACH	00265 3191	COMMUNITY TELEVISION OCTOBER BOARD COVERAGE	12/29/2022		590.00
			Total for this ACH Check for Vendor 00265:	0.00	590.00
ACH	00273 30640748	CORELOGIC, INC. MONTHLY REALQUEST SERVICES	12/29/2022		225.10
			Total for this ACH Check for Vendor 00273:	0.00	225.10
ACH	00450 3800012789 3800012992 3800013111 3800013170	EUROFINS WATER ANALYSIS WATER ANALYSIS WATER ANALYSIS WATER ANALYSIS	12/29/2022		1,650.00 1,000.00 600.00 400.00
			Total for this ACH Check for Vendor 00450:	0.00	3,650.00
ACH	00493 011192	SPRINGBROOK HOLDING COMPANY MONTHLY CIVICPAY FEES	12/29/2022		2,234.50
			Total for this ACH Check for Vendor 00493:	0.00	2,234.50
ACH	00711	R&B A CORE & MAIN COMPANY	12/29/2022		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	R955132	FULL CIRCLE 1"X6" REDI-CLP			58.83
	R955708A	NIPPLE GALV 3/4" X 5"			13.90
	R955708B	NIPPLE GALV 3/4" X 2 1/2"			11.39
	R955708C	NIPPLE GALV 3/4" X 0"			10.09
	R955708D	GATE VALVE 4"			608.47
	S013071	1X3 REPAIR CLAMP RETURN			-105.19
			Total for this ACH Check for Vendor 00711:	0.00	597.49
ACH	00768 189001	USA BLUEBOOK TANK	12/29/2022		555.85
			Total for this ACH Check for Vendor 00768:	0.00	555.85
ACH	00785 2223-CS-12	REGIONAL WATER MANAGEMENT FY223 COORDINATION SERVICES	12/29/2022		10,000.00
			Total for this ACH Check for Vendor 00785:	0.00	10,000.00
ACH	10025 1544307 80112618 90040352	BADGER METER, INC ME ENDPOINT DRIVE-BY_NICOR CONN MONTHLY BEACON SERVICES TABLET RETURN	12/29/2022		4,635.00 2,694.61 -4,605.25
			Total for this ACH Check for Vendor 10025:	0.00	2,724.36
ACH	10184 2022250107613 2022250902274	THATCHER COMPANY, INC TREATMENT CHEMICALS DRUM CREDIT	12/29/2022		7,204.94 -640.00
			Total for this ACH Check for Vendor 10184:	0.00	6,564.94
ACH	10295 102445	PANORAMA ENVIRONMENTAL INC. IS/MND FOR BLUE RIDGE TANK_#2180	12/29/2022		6,049.00
			Total for this ACH Check for Vendor 10295:	0.00	6,049.00
ACH	10329 11724	CSI SERVICES, INC. TANK INSPECTION	12/29/2022		915.00
			Total for this ACH Check for Vendor 10329:	0.00	915.00
ACH	10350 22-647	FREYER & LAURETA, INC. BB CONSOLIDATION EVAL_#2516	12/29/2022		1,920.00
			Total for this ACH Check for Vendor 10350:	0.00	1,920.00
ACH	00599 85588377A 85588377B 85588377C 85588377D 85588377E	WEX BANK FUEL_ADMIN FUEL_FINANCE FUEL_ENGINEERING FUEL_OPS FUEL_WTP	12/23/2022		156.32 1,074.80 218.55 5,196.24 3,109.22
			Total for this ACH Check for Vendor 00599:	0.00	9,755.13
ACH	00569 3105813841	PURCHASE POWER QUARTERLY MAIL MACHINE LEASE	12/28/2022		462.87
			Total for this ACH Check for Vendor 00569:	0.00	462.87
23101	00565	DETLEF ADAM	12/08/2022		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	112822_565	UNIFORM REIMBURSEMENT			234.35
			Total for Check Number 23101:	0.00	234.35
23102	00057 NOV22_DUES	AFSCME COUNCIL 57 NOVEMBER UNION DUES	12/08/2022		1,746.11
			Total for Check Number 23102:	0.00	1,746.11
23103	00216 180035 180102A 180102B	BOULDER CREEK AUTO PARTS PARTS_VE-238 PARTS_VE-325 PARTS_VE-255	12/08/2022		15.53 36.64 36.65
			Total for Check Number 23103:	0.00	88.82
23104	00012 74610W	C & N TRACTORS PARTS_VE-510	12/08/2022		56.03
			Total for Check Number 23104:	0.00	56.03
23105	10296 26920	COUNTY SPECIALTY GASES LLC OPERATING SUPPLIES	12/08/2022		58.22
			Total for Check Number 23105:	0.00	58.22
23106	00703 346672	DATAFLOW BUSINESS SYSTEMS, INC QTRLY PRINTER SRVS_TASKALFA	12/08/2022		448.69
			Total for Check Number 23106:	0.00	448.69
23107	00076 925817	ERNIE'S AUTO CENTER ENGINE OIL_VE-181	12/08/2022		9.73
			Total for Check Number 23107:	0.00	9.73
23108	00343 105680	ERNIE'S SERVICE CENTER SERVICE_VE-181	12/08/2022		434.39
			Total for Check Number 23108:	0.00	434.39
23109	10103 112622_10103 112822_10103	OCTAVIO FERNANDEZ UNIFORM REIMBURSEMENT UNIFORM REIMBURSEMENT	12/08/2022		98.03 154.98
			Total for Check Number 23109:	0.00	253.01
23110	00530 112722_530	JAMES FURTADO UNIFORM REIMBURSEMENT	12/08/2022		411.56
			Total for Check Number 23110:	0.00	411.56
23111	00329 9515926633	GRAINGER BEAR CREEK LIFT STATION	12/08/2022		118.11
			Total for Check Number 23111:	0.00	118.11
23112	00120 093022_7471	GRANITEROCK QUAIL HOLLOW PIPELINE_#1604	12/08/2022		322,202.50
			Total for Check Number 23112:	0.00	322,202.50
23113	00236	IDEXX DISTRIBUTION CORP	12/08/2022		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	3117579704	LAB SUPPLIES			720.42
			Total for Check Number 23113:	0.00	720.42
23114	10079 19869	INSTRUMENT TECHNOLOGY CORP LEAK DETECTION REPAIR	12/08/2022		322.50
			Total for Check Number 23114:	0.00	322.50
23115	UB*00967	WILLIAM LA FORGE Refund Check 012800-000,115 STANFORD Refund Check 012800-000,115 STANFORD	12/08/2022		9.42 2.58
			Total for Check Number 23115:	0.00	12.00
23116	00082 267285A 267285B CM267286	MID VALLEY SUPPLY OFFICE SUPPLIES_ADMIN OFFICE SUPPLIES_WTP OFFICE SUPPLIES RETURN_ADMIN	12/08/2022		169.45 94.03 -74.56
			Total for Check Number 23116:	0.00	188.92
23117	UB*00966	MOUNTAIN G. ENTERPRISES INC Refund Check 017104-000, SURPLUS WATEF	12/08/2022		500.00
			Total for Check Number 23117:	0.00	500.00
23118	10214 2399	MIKE PODLECH CONJUNCTIVE USE PLAN_FY2223	12/08/2022		1,470.00
			Total for Check Number 23118:	0.00	1,470.00
23119	10151 69	OSCAR RODAS JOHNSON BLDG MAINTENANCE	12/08/2022		250.00
			Total for Check Number 23119:	0.00	250.00
23120	00142 61-0216026 61-0216406 61-0216408 61-0216477	SAN LORENZO LUMBER OPERATING SUPPLIES OAK DR SAMPLE STATION SAMPLE STATION GAIL DR. SAMPLE STATION	12/08/2022		67.22 109.31 97.88 12.62
			Total for Check Number 23120:	0.00	287.03
23121	00125 398947 399044 399061 399062 399452 399454 399460 399467 4749 4750 4751 617946 617993 618610 618640 618652	SCARBOROUGH LUMBER OPERATING SUPPLIES OPERATING SUPPLIES CHAIN SAW PARTS CHAIN SAW OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES SAW CART REPAIR OPERATING SUPPLIES SUPPLIES PARTS_VE-510 OPERATING SUPPLIES OPERATING SUPPLIES OPERATING SUPPLIES	12/08/2022		2.49 77.73 51.42 26.97 60.83 55.01 45.31 67.78 69.01 9.79 17.26 26.21 14.44 2.90 30.20 19.41

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	618665	JOHNSON BLDG_WO#2544			24.81
	618667	JOHNSON BLDG			6.47
	K48307	TUBING BENDER			17.37
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Total for Check Number 23121:				0.00	625.41
23122	00624 159774	SECURITY SHORING & STEEL PLATE LIFTING EYES	12/08/2022		1,267.30
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Total for Check Number 23122:				0.00	1,267.30
23123	10231 9260453	TIAA, FSB 5 YR LEASE NEW COPIER	12/08/2022		253.45
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Total for Check Number 23123:				0.00	253.45
23124	00020 6157-REISSUE 6278-REISSUE 6313-REISSUE	HARO, KASUNICH & ASSOCIATES REPORT_LOST ACRES_WO#844 CROSS COUNTRY PIPELINE-PEER REVIEW CROSS COUNTRY PIPELINE-PEER REVIEW	12/09/2022		400.00 600.00 14,708.75
					<hr/>
Total for Check Number 23124:				0.00	15,708.75
23125	00565 1122_565 11282022_565	DETLEF ADAM UNIFORM REIMBURSEMENT UNIFORM REIMBURSEMENT	12/13/2022		92.83 52.18
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Total for Check Number 23125:				0.00	145.01
23126	00055 1222_960736048A 1222_960736048B 1222_960736048C 1222_960736048D 1222_960736048E	AT&T PHONE_CREDIT OPS PHONE_ADMIN PHONE_OPS PHONE_WTP PHONE_BCEWW	12/13/2022		-33.00 107.60 3,008.54 910.52 319.07
					<hr/>
Total for Check Number 23126:				0.00	4,312.73
23127	00309 2072584707	AT&T IP SERVICES IP SERVICES_13060 CENTRAL AVE	12/13/2022		1,118.53
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Total for Check Number 23127:				0.00	1,118.53
23128	00309 6482894706	AT&T IP SERVICES IP SERVICES_195 KIRBY ST	12/13/2022		330.46
					<hr/>
Total for Check Number 23128:				0.00	330.46
23129	00687 1222_137458730	AT&T U-VERSE UVERSE_13057 HWY 9	12/13/2022		85.60
					<hr/>
Total for Check Number 23129:				0.00	85.60
23130	10173 113022_10173	CARLY BLANCHARD MILEAGE REIMBURSEMENT	12/13/2022		58.24
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Total for Check Number 23130:				0.00	58.24
23131	00415 120122_#6759	CA BANK & TRUST/GOV SVC DEPT FELTON BOND_#6759	12/13/2022		93,400.00
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Total for Check Number 23131:				0.00	93,400.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
23132	10302 120122_#0590	CA BANT & TRUST/GOV SVC DEPT OLYMPIA LOAN_#0590	12/13/2022		52,200.00
			Total for Check Number 23132:	0.00	52,200.00
23133	00343 105846	ERNIE'S SERVICE CENTER SERVICE_VE-230	12/13/2022		1,534.47
			Total for Check Number 23133:	0.00	1,534.47
23134	00750 113022_750	FEDAK & BROWN, LLP NOVEMBER AUDIT SERVICES	12/13/2022		1,837.00
			Total for Check Number 23134:	0.00	1,837.00
23135	00020 6381 6460	HARO, KASUNICH & ASSOCIATES LOST ACRES_WO#844 CROSS COUNTRY PIPELINE-PEER REVIEW	12/13/2022		491.25 1,093.75
			Total for Check Number 23135:	0.00	1,585.00
23136	00615 2902481	HOME DEPOT CREDIT SERVICES DEWALT 5 PC 20V TOOL KIT	12/13/2022		543.91
			Total for Check Number 23136:	0.00	543.91
23137	10382 164061	SMITH AND LOVELESS INC. LIFT STATION GASKET	12/13/2022		285.15
			Total for Check Number 23137:	0.00	285.15
23138	00047 2110220 2110221 2110331 2110332 2110514 2110516	SOIL CONTROL LAB WATER ANALYSIS WATER ANALYSIS WATER ANALYSIS WATER ANALYSIS WATER ANALYSIS WATER ANALYSIS	12/13/2022		196.00 49.00 49.00 196.00 49.00 196.00
			Total for Check Number 23138:	0.00	735.00
23139	00721 1235031	UNITED SITE SVCS.,INC SANITARY SERVICE	12/13/2022		330.24
			Total for Check Number 23139:	0.00	330.24
23140	10373 65886	WORKIN.COM JOB ADS	12/13/2022		696.00
			Total for Check Number 23140:	0.00	696.00
23141	00293 1222_NOE_FS_BB	CO. OF SANTA CRUZ CLERK NOE_CONSOLIDATION_FS_BB	12/20/2022		50.00
			Total for Check Number 23141:	0.00	50.00
23142	00293 1222_NOE_ALTA	CO. OF SANTA CRUZ CLERK NOE_ALTA VIA DRIVE	12/20/2022		50.00
			Total for Check Number 23142:	0.00	50.00
23143	00293 1222_NOE_BR_TNK	CO. OF SANTA CRUZ CLERK NOE_BLUE RIDGE TANK PROJECT	12/20/2022		2,598.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 23143:	0.00	2,598.00
23144	00782 10-08	MONTEREY PENINSULA ENGINEER GLEN ARBOR BRIDGE_WO#1366	12/20/2022		284,620.00
			Total for Check Number 23144:	0.00	284,620.00
23145	00767 261819073	ANTHEM BLUE CROSS MEDICARE RX_#779A62551	12/20/2022		90.60
			Total for Check Number 23145:	0.00	90.60
23146	00037 43736A 43736B	CO. OF SANTA CRUZ DEPT OF PUBLIC TOILET REBATES DUMP FEES	12/20/2022		24.00 239.84
			Total for Check Number 23146:	0.00	263.84
23147	00343 105417 105509 105782	ERNIE'S SERVICE CENTER SERVICE_VE-338 SERVICE_VE-222 SERVICE_VE-260	12/20/2022		1,923.54 1,576.40 139.04
			Total for Check Number 23147:	0.00	3,638.98
23148	00397 266212 CM644849	FERGUSON ENTERPRISES, INC ADMIN WATER HEATER CREDIT ADJ	12/20/2022		568.71 -0.02
			Total for Check Number 23148:	0.00	568.69
23149	00016 6463362	GREENWASTE RECOVERY, INC MONTHLY DUMPSTER SERVICE	12/20/2022		521.60
			Total for Check Number 23149:	0.00	521.60
23150	00058 07029	IHWY MONTHLY WEBHOSTING	12/20/2022		25.00
			Total for Check Number 23150:	0.00	25.00
23151	00367 225183A 225183B	INFOSEND, INC POSTAGE FEES MAILING FEES	12/20/2022		2,659.47 1,040.60
			Total for Check Number 23151:	0.00	3,700.07
23152	UB*00928	RONDA KRIEWITZ Refund Check 005925-000, 9695 LAUREL WY	12/20/2022		207.26
			Total for Check Number 23152:	0.00	207.26
23153	00181 177969	LAS ANIMAS CONCRETE SLURRY	12/20/2022		806.10
			Total for Check Number 23153:	0.00	806.10
23154	UB*00969	KEVIN MC DONALD Refund Check 012200-000, 515 MAPLE AVE Refund Check 012200-000, 515 MAPLE AVE	12/20/2022		9.99 36.52

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 23154:	0.00	46.51
23155	00296 1122034	MESITI-MILLER ENGINEERING,INC CA-9 BRIDGE MAIN RELOCATE_#2436	12/20/2022		5,762.50
			Total for Check Number 23155:	0.00	5,762.50
23156	00539 1122SLV	MILLER MAXFIELD, INC 2022/2023_OUTREACH SERVICES	12/20/2022		13,576.41
			Total for Check Number 23156:	0.00	13,576.41
23157	10361 12113	MOUNTAIN MECHANIC AUTO REPAIR SERVICE_VE-238	12/20/2022		289.85
			Total for Check Number 23157:	0.00	289.85
23158	00125 399717 399929 4788 618660 618747	SCARBOROUGH LUMBER ELECTRICAL OUTLETS_WO#2544 SUMP PUMP SHOVEL 8" WRENCH SAWS ALL BLADES	12/20/2022		124.71 140.27 38.84 36.68 37.76
			Total for Check Number 23158:	0.00	378.26
23159	UB*00968	TERRY SCHARTON Refund Check 006392-000, 6317 ASHLEY ST	12/20/2022		95.65
			Total for Check Number 23159:	0.00	95.65
23160	00047 2110330 2110515 2110579	SOIL CONTROL LAB WATER ANALYSIS WATER ANALYSIS WATER ANALYSIS	12/20/2022		78.00 78.00 78.00
			Total for Check Number 23160:	0.00	234.00
23161	00555 53546917	STORDOK, INC. SHREDDING SERVICES	12/20/2022		55.00
			Total for Check Number 23161:	0.00	55.00
23162	00722 WD-0213280	SWRCB - ELAP ID#3440107001	12/20/2022		9,256.00
			Total for Check Number 23162:	0.00	9,256.00
23163	00722 WD-0213819	SWRCB - ELAP ID#4DW0117	12/20/2022		1,110.00
			Total for Check Number 23163:	0.00	1,110.00
23164	00722 WD-0213270	SWRCB - ELAP ID#3SSO10226	12/20/2022		3,453.00
			Total for Check Number 23164:	0.00	3,453.00
23165	00722 WD-0213818	SWRCB - ELAP ID#4DW0113	12/20/2022		794.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 23165:	0.00	794.00
23166	00129 213671562-001	UNITED RENTALS (NORTH AMERICA) CZU METER INSTALL_#1964	12/20/2022		326.87
			Total for Check Number 23166:	0.00	326.87
23167	10236 1057966	ZIP'S TRUCK EQUIPMENT, INC OPERATING SUPPLIES	12/20/2022		330.29
			Total for Check Number 23167:	0.00	330.29
23168	10113 JAN22_10113A JAN22_10113B	BANK MIDWEST SOLAR LOAN_INTEREST SOLAR LOAN_PRINCIPAL	12/28/2022		434.77 2,815.13
			Total for Check Number 23168:	0.00	3,249.90
23169	00343 105881 105997 106167	ERNIE'S SERVICE CENTER SERVICE_VE-121 SERVICE_VE-249 SERVICE_VE-255	12/28/2022		194.84 4,803.18 896.33
			Total for Check Number 23169:	0.00	5,894.35
23170	00428 18FLP18	RCD OF SANTA CRUZ COUNTY FISH LADDER PERMITTING_#1738	12/28/2022		975.67
			Total for Check Number 23170:	0.00	975.67
23171	00142 61-0216882	SAN LORENZO LUMBER LEAK DETECTION SOLUTIONS	12/28/2022		11.27
			Total for Check Number 23171:	0.00	11.27
23172	00659 33581A 33581B	SANTA CRUZ FIRE EQUIP CO FIRE EXTINGUISHER SERVICE FIRE EXTINGUISHER SERVICE	12/28/2022		1,544.25 1,544.25
			Total for Check Number 23172:	0.00	3,088.50
23173	00047 2110219 2110580 2110581 2120126	SOIL CONTROL LAB WATER ANALYSIS WATER ANALYSIS WATER ANALYSIS WATER ANALYSIS	12/28/2022		195.00 196.00 49.00 49.00
			Total for Check Number 23173:	0.00	489.00
23174	00545 968426	AFLAC 2022 INSURANCE PREMIUMS	01/03/2023		165.58
			Total for Check Number 23174:	0.00	165.58
23175	00162 263252050	ANTHEM BLUE CROSS RETIREE MEDICAL_#779A62551	01/03/2023		465.37
			Total for Check Number 23175:	0.00	465.37
23176	00055 1222_8313355273	AT&T PHONE_FELTON ACRES	01/03/2023		45.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 23176:	0.00	45.20
23177	00309	AT&T IP SERVICES	01/03/2023		
	3010384703A	IP SERVICES_ADMIN			252.72
	3010384703B	IP SERVICES_OPS			252.71
	3010384703C	IP SERVICES_WTP			252.72
			Total for Check Number 23177:	0.00	758.15
23178	00686	AT&T LONG DISTANCE	01/03/2023		
	1222_834287386	LONG DISTANCE_WTP			18.13
			Total for Check Number 23178:	0.00	18.13
23179	00687	AT&T U-VERSE	01/03/2023		
	1222_132182018	UVERSE_345 QUAIL TERRACE			90.95
			Total for Check Number 23179:	0.00	90.95
23180	00687	AT&T U-VERSE	01/03/2023		
	1222_132166881	UVERSE_MANANA WOODS			112.35
			Total for Check Number 23180:	0.00	112.35
23181	00034	DAVE BASLER	01/03/2023		
	JAN23_34	CALPERS RETIREE			74.00
			Total for Check Number 23181:	0.00	74.00
23182	00099	JOEL BUSA	01/03/2023		
	JAN23_99	CALPERS RETIREE			124.00
			Total for Check Number 23182:	0.00	124.00
23183	01050	COLONIAL LIFE	01/03/2023		
	43777351213673	2022 INS PREMIUMS			389.82
			Total for Check Number 23183:	0.00	389.82
23184	00172	JOSEPH F. CONE	01/03/2023		
	JAN23_172	CALPERS RETIREE			174.00
			Total for Check Number 23184:	0.00	174.00
23185	00397	FERGUSON ENTERPRISES, INC	01/03/2023		
	1756354	FLEX COUPLING 2" X 5" OD 2.000			385.86
			Total for Check Number 23185:	0.00	385.86
23186	00329	GRAINGER	01/03/2023		
	9545285380	MARKING FLAGS			155.60
	9546196883	FLARES			554.08
	9546567331	SOLENOID VALUE			1,214.54
			Total for Check Number 23186:	0.00	1,924.22
23187	00550	HACH COMPANY	01/03/2023		
	13389390	WT OPERATING LAB SUPPLIES			820.51
			Total for Check Number 23187:	0.00	820.51
23188	00208	LEONARD KUHNLEIN	01/03/2023		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	JAN23_208	CALPERS RETIREE			124.00
			Total for Check Number 23188:	0.00	124.00
23189	00296 1122035	MESITI-MILLER ENGINEERING,INC CONSTRUCT MGMT_QUAIL_#1604	01/03/2023		11,174.40
			Total for Check Number 23189:	0.00	11,174.40
23190	00662 JAN23_662	JAMES A. MUELLER CALPERS RETIREE	01/03/2023		49.00
			Total for Check Number 23190:	0.00	49.00
23191	00350 JAN23_350	HOWARD OLIPHANT CALPERS RETIREE	01/03/2023		174.00
			Total for Check Number 23191:	0.00	174.00
23192	00102 120522_102	ANDY ROBUSTELLI UNIFORM REIMBURSEMENT	01/03/2023		245.20
			Total for Check Number 23192:	0.00	245.20
23193	00642 STMT 5_OCT22	STEVEN M.BUTLER,R.P.F. WATERSHEDS	01/03/2023		739.33
			Total for Check Number 23193:	0.00	739.33
23194	00093 JAN23_93	JOHN TREGEMBO CALPERS RETIREE	01/03/2023		174.00
			Total for Check Number 23194:	0.00	174.00
23195	00369 JAN23_369	CAROLE TRIANTAFILLOS CALPERS RETIREE	01/03/2023		124.00
			Total for Check Number 23195:	0.00	124.00
23196	00011 9922923458A 9922923458B 9922923458C 9922923458D 9922923458E 9922923458F	VERIZON WIRELESS PHONE_ADMIN PHONE_FINANCE PHONE_ENG PHONE_OPS PHONE_ENVIRON PHONE_WTP	01/03/2023		42.97 110.12 60.36 455.29 58.07 272.03
			Total for Check Number 23196:	0.00	998.84
23197	00011 9922923459A 9922923459B 9922923459C 9922923459D	VERIZON WIRELESS PHONE_ADMIN PHONE_FINANCE PHONE_OPS PHONE_WTP	01/03/2023		19.83 99.26 449.50 136.19
			Total for Check Number 23197:	0.00	704.78
23198	10322 113022_10322	JOSH WOLFF NOVEMBER MILEAGE	01/03/2023		136.93
			Total for Check Number 23198:	0.00	136.93
23199	00589	ALLARD'S SEPTIC SERVICE	01/04/2023		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	8314	KIRBY PLANT PUMP OUT			350.00
			Total for Check Number 23199:	0.00	350.00
23200	00729 2124226	ALPHA ANALYTICAL LABS WASTEWATER MONITORING	01/04/2023		764.00
			Total for Check Number 23200:	0.00	764.00
23201	10320 92126	AQUA-METRIC SALES CO. FL 7502-GN HANDHELD	01/04/2023		19,598.71
			Total for Check Number 23201:	0.00	19,598.71
23202	00133 2466330 2488591 2488629	DASSEL'S PROPANE_ZAYANTE BOOSTER PROPANE_QUAIL HOLLOW WELL 5 PROPANE_LOWER PASO	01/04/2023		260.79 753.87 378.97
			Total for Check Number 23202:	0.00	1,393.63
23203	00076 931451	ERNIE'S AUTO CENTER WIPER BLADES_VE-230	01/04/2023		25.29
			Total for Check Number 23203:	0.00	25.29
23204	00245 121922_245	DONALD F. LONG, JR AFTER HOURS MEALS	01/04/2023		12.56
			Total for Check Number 23204:	0.00	12.56
23205	00313 121422_313A 121422_313B 121422_313C 121422_313D 121422_313E 121422_313F 121422_313G 121422_313H 121422_313I 121422_313J 121422_313K 121422_313L 121422_313M 121422_313N 121422_313O 121422_313P 121422_313Q 121422_313R	MET LIFE DENTAL_ADMIN DISABILITY_ADMIN LIFE INS_ADMIN DENTAL_FINANCE DISABILITY_FINANCE LIFE INS_FINANCE DENTAL_ENG DISABILITY_ENG LIFE INS_ENG DENTAL_OPS DISABILITY_OPS LIFE INS_OPS DENTAL_ENVIRON DISABILITY_ENVIRON LIFE INS_ENVIRON DENTAL_WTP DISABILITY_WTP LIFE INS_WTP	01/04/2023		199.82 86.12 21.64 998.75 206.14 110.72 264.89 138.85 49.95 1,784.33 300.58 159.84 65.07 32.40 16.65 1,647.45 288.94 139.86
			Total for Check Number 23205:	0.00	6,512.00
23206	00302 227889	POLLARDWATER.COM OPERATING SUPPLIES	01/04/2023		26.16
			Total for Check Number 23206:	0.00	26.16
23207	00142 61-0217426	SAN LORENZO LUMBER OFFICE SUPPLIES	01/04/2023		56.66

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 23207:	0.00	56.66
23208	00125	SCARBOROUGH LUMBER	01/04/2023		
	400147	OPERATING SUPPLIES			46.42
	400574	VEHICLE CLEANING SUPPLIES			85.20
	438752	OPERATING SUPPLIES			15.18
	438787	ROOF PATCH_REPAIR			23.87
	4811	CHAIN SAW SUPPLIES_PARTS			130.54
	618880	TAMPER TOOL			53.95
	618891	WW OPERATING SUPPLIES			83.38
	618972	OPERATING SUPPLIES			60.94
			Total for Check Number 23208:	0.00	499.48
23209	00168	SCOTTS VALLEY SPRINKLER	01/04/2023		
	29271	OPERATING SUPPLIES			17.20
			Total for Check Number 23209:	0.00	17.20
23210	10384	RANDAL SMITH	01/04/2023		
	#107	BUSINESS SIGNAGE_WO#2544			663.56
			Total for Check Number 23210:	0.00	663.56
23211	10231	TIAA, FSB	01/04/2023		
	9311404	5 YR LEASE NEW COPIER			253.45
			Total for Check Number 23211:	0.00	253.45
23212	00129	UNITED RENTALS (NORTH AMERICA)	01/04/2023		
	213995977-001	SUMP PUMP			546.85
			Total for Check Number 23212:	0.00	546.85
23213	00399	VISION SERVICE PLAN - (CA)	01/04/2023		
	816789832.A	VISION_ADMIN			28.44
	816789832.B	VISION_FINANCE			149.34
	816789832.C	VISION_ENG			39.58
	816789832.D	VISION_OPS			257.34
	816789832.E	VISION_ENVIRON			11.14
	816789832.F	VISION_WTP			223.46
			Total for Check Number 23213:	0.00	709.30
				Report Total (169 checks):	1,266,691.97

EFT & DIRECT CHECK TRANSACTIONS

Nov-22



Date	Check No	Vendor	Description	Amount
11/2/2022	EFT	BLUE FIN	BANK FEES	\$ 5,698.66
11/14/2022	EFT	WELLS FARGO	BANK FEES	\$ 87.63
11/6/2022	EFT	T-TECH	BANK FEES	\$ 1,414.37
11/2/2022	EFT	PAYCHEX	ADMIN & DELIVERY FEES	\$ 271.40
11/2/2022	EFT	PAYCHEX	PAYROLL	\$ 111,583.45
11/2/2022	DIRECT CHECK	PAYCHEX	PAYROLL	\$ 8,117.29
11/16/2022	EFT	PAYCHEX	ADMIN & DELIVERY FEES	\$ 285.20
11/16/2022	EFT	PAYCHEX	PAYROLL	\$ 113,861.17
11/16/2022	DIRECT CHECK	PAYCHEX	PAYROLL	\$ 7,831.19
11/30/2022	EFT	PAYCHEX	ADMIN & DELIVERY FEES	\$ 271.40
11/30/2022	EFT	PAYCHEX	PAYROLL	\$ 113,900.54
11/30/2022	DIRECT CHECK	PAYCHEX	PAYROLL	\$ 7,575.44
11/14/2022	EFT	PAYCHEX	PAYCHEX INVOICE	\$ 405.39
11/21/2022	EFT	PAYCHEX	PAYCHEX FLEX TIME FEE	\$ 185.52
11/2/2022	EFT	CALPERS	CALPERS 11/02/22 PR	\$ 20,127.49
11/16/2022	EFT	CALPERS	CALPERS 11/16/22 PR	\$ 20,372.96
11/30/2022	EFT	CALPERS	CALPERS 11/30/22 PR	\$ 20,536.57
11/30/2022	EFT	FSA	NOVEMBER FSA REIMBURSEMENTS	\$ 1,234.63
TOTAL EFT TRANSACTIONS				\$ 433,760.30



TO: Board of Directors,
San Lorenzo Valley Water District

FROM: Gina R. Nicholls, District Counsel

DATE: January 19, 2023

RE: Legal Department Status Report
502665-0001

I have been asked by the San Lorenzo Valley Water District (“District”) to provide information about the District’s legal expenditures in a format that is suitable for public disclosure.¹ Since the last legal department status report dated December 15, 2022, the most significant broad categories of expenses arise from providing legal advice and support in the following areas, listed in descending order of their approximate significance in terms of cost to the District:²

- Employment matters / labor negotiations
- Board meetings
- Contracts and real property
- Proposed consolidations
- Recent changes to the Brown Act
- Environmental review (CEQA)
- Other

The most significant areas of effort over the next month are likely to include the following:

- Employment matters / labor negotiations

¹ Legal work performed for the District is confidential and privileged. Accordingly, the information provided herein is written in broad and general terms to avoid waiver and any disclosures that might compromise the District’s interests in pending or future legal matters.

² List includes general and special counsel work by Nossaman and other law firms, if any, representing the District; however, it excludes any such work performed by counsel appointed and paid by the District’s insurance providers (i.e., counsel not paid by the District).

Memorandum
January 19, 2023
Page 2

- Contracts and real property
- Board meetings
- Proposed consolidations
- Water rights and environmental review (CEQA)



MINUTES OF ENGINEERING/ENVIRONMENTAL COMMITTEE MEETING December 12, 2022

Monday, December 12, 2022, 10:00 a.m., via video/teleconference.

MINUTES

1. **Convene Meeting:** 10:00 a.m.
Roll Call

Committee Members

Mark Smolley, Chair
Bob Fultz
Alina Layng

Mike Murphy (absent)

Staff

Rick Rogers, District Manager
Carly Blanchard, Environmental Programs Manager
Josh Wolff, Engineering Manager
Joel Scianna, Asst. Engineer
Holly Hossack, District Secretary

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

- a. PEER REVIEW OF THE CROSS COUNTRY PIPELINE
CONSTRUCTABILITY STUDY
J. Wolff introduced this item.

Discussion by the Committee and staff regarding:

- Recommendation of staff
- Review of recommendations
- Freyer & Laureta's response
- HKA's report more detailed
- Conclusion-overall good job
- Slope instability
- Fire history
- RFQ for EIR
- Fire proofing

- Raw water v. Treated water for fire protection
- Pipe inspection
- Inaccessibility - steep slopes and choke points
- Entire pipeline at risk if any portion of the pipeline is uncovered
- Survey to identify choke points - consultant
- EIR not appropriate at this time
- Project description
- R. Rogers would like to move ahead with replacement in kind, least expensive
- Quantification of probable costs
- Recommendations for next steps
- An Environmental Consultant

R. Moran made public comment regarding fire protection, fuel reduction, and isolation points (remotely, locally, and manually operated)

The Committee agreed to review and accept the Peer Review Report and recommend it to the Board. The Committee agreed unanimously.

4. Unfinished Business:

a. ENGINEERING PROJECTS UPDATE

Discussion by the Committee and staff regarding:

- North Boulder Creek Sequoia removed from 2019 list. Update of resolution needed.
- Felton Acres pressure tank
- Weirs for Fish Ladder
- Consolidation of Forest Springs & Bracken Brae
- Sandis' invoices submission DWR
- Revised cost on consolidation

b. ENVIRONMENTAL PROJECTS UPDATE

Discussion by the Committee and staff regarding:

- Habitat Conservation Plan
- Contract Hydrologist
- \$200 million grants available through CDFW
- Conjunctive Use EIR
- Big Basin Water - State Revolving Fund planning and design only
- Felton Heights tank - EIR on hold
- Bear Creek Estates - acronyms should be spelled out
- Grant matrix request
- System Tour by the City of Santa Cruz

5. Adjournment: 11:29 am



MINUTES OF ADMINISTRATION COMMITTEE SPECIAL MEETING DECEMBER 16, 2022

Covering Policy, Administration and Community
Relations/Communications

Friday, December 16, 2022, 2:00 p.m., via video/teleconference.

MINUTES

1. **Convene Meeting**
Roll Call: 2:00 p.m.

Committee Members Present

Dir. Ackemann, chair
Dir. Fultz
Amanda DeJesus
Mark Dolson

Staff Present

Rick Rogers, District Manager
Holly Hossack, District Secretary
Gina Nicholls, District Counsel

Chair Ackemann noted the Director Smolley is present but will not participate in the discussion. M. Smolley turned his camera off.

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

- a. RETURN TO IN-PERSON MEETINGS DRAFT POLICY
R. Rogers introduced this item.

G. Nicholls explained the item.

Discussion by the Committee and staff regarding:

- Email from M. Dolson to staff regarding concerns
 1. Items in the memo; unanimous consent, AB 2449, unreasonable requirement
 2. The Committee wants to encourage remote participation and the State does not seem to agree. Maximize public participation and minimize disruptions

- Possibility of utilizing the old Brown Act requirements
- Using old rules for members and public using hybrid meeting
- Public Hearings would be an exception
- AB 2449 vs. Old Brown Act – conduct meetings by Old Brown Act and add access as a courtesy to the public
- A narrower view of disruptions (disclaimer)
- Case by case determination
- Policy for the Board Policy Manual

Policy Statement to be brought to the next Admin Committee.

5. **Adjournment:** 2:41 p.m.



December 14, 2022

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

SUBJECT: UPCOMING VACANCY FOR THE REGULAR MEMBER SEAT ON LAFCO

Dear Mr. Rogers:

The purpose of this letter is to solicit applications for the regular member seat on the Local Agency Formation Commission ("LAFCO"). The independent special districts in Santa Cruz County get three seats on LAFCO. The two regular member seats are currently held by Jim Anderson (Felton Fire Protection District) with a term ending in May 2025, and Rachél Lather (Soquel Creek Water District) with a term ending in May 2023. The alternate member seat is currently held by Ed Banks (Pajaro Valley Public Cemetery District) with a term ending in May 2025. The term limit for one of the two regular member seats is set to expire in the coming months, and as a result, the independent special districts in Santa Cruz County must address the vacancy through an election process before May 2023.

Nomination Process

LAFCO's Independent Special District Selection Committee Policy (refer to **Attachment 1**) indicates that the two regular members cannot be from the same type of district (fire, water, recreation, miscellaneous). Since the regular member currently in the middle of a term is from a fire district, the regular position being filled cannot be from another fire district. Therefore, the pool of people eligible to apply for the regular member seat in question is anyone who is on the board of an independent special district in Santa Cruz County, except for fire districts in accordance with the adopted policy. The term of office for the newly appointed regular member will begin May 3, 2023 and will end on May 3, 2027.

Nomination Deadline

Please share this letter with your board members. The deadline for returning completed applications is **Friday, February 3, 2023 at 4:00pm**. A complete overview of the selection process timeline is shown in **Attachment 2**. I have also attached a form by which any interested and eligible board member may apply for the regular member seat (refer to **Attachment 3**).

Feel free to contact me if you have any questions about the selection process. After February 3rd, each independent special district will be sent a subsequent letter with information about the proposed candidate(s) and an explanation on how each district will cast their vote to appoint the district representative on LAFCO.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Joe A. Serrano', is written over a white background.

Joe A. Serrano
Executive Officer

Attachments:

- 1) Independent Special District Selection Committee Policy
- 2) Selection Process Timeline
- 1053) Application Form



LOCAL AGENCY FORMATION COMMISSION
OF SANTA CRUZ COUNTY

INDEPENDENT SPECIAL DISTRICTS SELECTION POLICY

Adopted on September 7, 1994 (Resolution No. 801-B)

Last Revision on May 6, 2020 (Resolution No. 2020-11)

1. OVERVIEW

The purpose of the Independent Special District Selection Committee shall be to appoint the regular and alternate special district members of the Local Agency Formation Commission (LAFCO) and to fill unexpired terms when vacancies occur. It is important to note that nothing in these Rules of Procedure shall supersede Government Code Section 56332, which governs the establishment of the Independent Special District Selection Committee.

2. MEMBERSHIP

Membership of the Independent Special District Selection Committee shall be composed of the presiding officer or designated board member of the legislative body of each independent special district either located wholly within Santa Cruz County or containing territory within the county that represents 50% or more of the assessed value of taxable property of the district.

3. MEETINGS

3.1 Notification and Solicitation of Nominations

The Executive Officer of the Commission shall give written notice to all eligible independent special districts of any meeting of the Independent Special District Selection Committee, specifying the date, time, and place.

Any person qualified to serve as an Independent Special District representative to LAFCO shall be qualified to submit a nomination which shall be accompanied by a brief resume on the form provided by LAFCO. Each district shall be encouraged to submit nominations.

3.2 Registration

Each member of the Selection Committee shall be entitled to one vote for each independent special district of which he or she is the presiding officer.

In the event that the presiding officer is unable to attend a meeting of the Committee, the legislative body may appoint one of its members to attend in the presiding officer's place. Such a designated member shall submit written authorization at the time of registration.

Each voting member shall register and complete a declaration of qualification. The voting member will then be given the required number of ballots and other voting materials.

3.3 Quorum

Members representing a majority of the eligible districts shall constitute a quorum for the conduct of Committee business. No meeting shall be called to order earlier than the time specified in the notice and until a quorum has been declared to be present.

Before calling the meeting to order, the Executive Officer shall announce that a quorum is present and request that any voting member who has not yet registered do so at that time. Only those eligible members registered and present shall be allowed to vote.

3.4 Sequential Balloting

If there is more than one position to fill, sequential balloting will be held in the following order using a ballot with names of all eligible nominees: (1) Full term, regular member; (2) Partial term, regular member; and (3) Alternate member.

If a candidate is elected to a position, his or her name will be crossed out on the subsequent ballots.

3.5 Majority to Win

In order for a candidate to be elected, that candidate must receive a majority of the votes being cast.

If no candidate receives a majority, a subsequent round of voting shall be conducted with the eligible candidates limited to the two candidates who received the most votes in the previous round and any candidates who received the same number of votes as the second candidate.

4. COMPOSITION OF SPECIAL DISTRICT REPRESENTATION ON LAFCO

It is desirable that the special district members on LAFCO have a broad cross-section of duties and experience in district matters. Therefore, the following four classes of districts are established:

Class 1: Fire Protection Districts

- ~~Aptos/La Selva Fire Protection District¹~~
- Ben Lomond Fire Protection District
- Boulder Creek Fire Protection District
- Branciforte Fire Protection District
- Central Fire Protection District
- Felton Fire Protection District
- Pajaro Valley Fire Protection District²
- Scotts Valley FPD
- Zayante FPD

¹ Aptos/La Selva Fire Protection District and Central Fire Protection District were consolidated into the "Central Fire District"

² Freedom Fire Protection District and the Salsipuedes Fire Protection District were consolidated into the "Pajaro Valley Fire Protection District"

Class 2: Water Districts

- Central Water District
- San Lorenzo Valley Water District³
- Scotts Valley Water District
- Soquel Creek Water District

Class 3: Recreation and Park Districts

- Alba Recreation and Park District
- Boulder Creek Recreation and Park District
- La Selva Beach Recreation and Park District
- ~~Opal Cliffs Recreation and Park District⁴~~

Class 4: Miscellaneous Districts

- Pajaro Valley Cemetery District
- Pajaro Valley Water Management Agency
- Reclamation District No. 2049 (College Lake)
- Salsipuedes Sanitary District
- Santa Cruz County Resource Conservation District
- Santa Cruz Port District

4.1 Overlapping Classes

At no time shall the two regular special district members on LAFCO come from the same class of districts.

4.2 Class Diversity

Where feasible, nominations for vacancies on LAFCO may not come from the class that already has a regular member sitting on LAFCO.

4.3 Conflicting Classes

Any election that would result in the two regular special district members being from the same class of district shall be immediately deemed invalid, and a subsequent ballot will be prepared excluding the conflicting class of candidates and voted upon.

5. MAILED-BALLOT ELECTIONS

5.1 Authority

A mailed-ballot election may be conducted if the Executive Officer has determined that a meeting of the Special District Selection Committee is not feasible.

5.2 Notification and Solicitation of Nominations

The Executive Officer of the Commission shall give written notice to all eligible independent special districts of the intention to conduct a mailed-ballot election. Each district shall acknowledge receipt of the Executive Officer's notice.

Each district shall be encouraged to submit nominations, accompanied by a brief resume on the form provided by LAFCO. All nominations must be received by a specified date that shall be at least six weeks from the date of notification. Emailed

³ Lompico County Water District was dissolved and annexed into the San Lorenzo Valley Water District.

⁴ Opal Cliffs Recreation and Park District was dissolved and annexed into County Service Area 11

copies of nominations may be submitted, if necessary, to meet the established deadline; however, replacement originals must be submitted as soon thereafter as possible.

5.3 Distribution and Return of Ballots

All eligible districts shall be sent, by certified mail, return receipt requested, the following materials: (1) copies of all nominations received by the deadline, (2) ballot(s) as required to vote for Commission members, and (3) voting instructions.

The following outlines the necessary information and steps to submit a complete ballot:

1. The ballots shall include the names of all nominees.
2. Each ballot shall be accompanied by a certification sheet to be completed by the presiding officer or designated alternate who cast that district's vote.
3. A specified period of time, not less than six weeks, shall be allowed for the districts to cast their votes and return their ballots.
4. Ballots shall be sent by certified mail, return receipt requested.
5. Emailed copies of ballots may be submitted, if necessary, to meet the established deadline; however, replacement originals must be submitted as soon thereafter as possible.
6. All ballots received by the deadline shall be counted and the results announced within seven days.
7. Certified ballots representing a simple majority of the eligible districts must be returned for a valid election.

5.4 Appointment by Majority Vote

A candidate for a regular or alternate member of the Commission must receive at least a majority of the votes cast in order to be selected. Results of the election will be reviewed and adopted by the Commission during an open session of a regularly scheduled LAFCO Meeting.

In the event that no candidate receives the required number of votes, a run-off election shall be conducted, either by a second mailed ballot or a meeting of the Independent Special District Selection Committee, at the discretion of the Executive Officer.



LOCAL AGENCY FORMATION COMMISSION OF SANTA CRUZ COUNTY

LAFCO'S DISTRICT REGULAR MEMBER SEAT VACANCY
 (Independent Special District Selection Committee Election Process)

Action	Deadline	Notes
Request for Applications	Wednesday, December 14, 2022	LAFCO will send out letters to the independent special districts to solicit applications from eligible board members
Application due back to LAFCO	Friday, February 3, 2023	Applications are due no later than 4:00pm
Election Process Begins	Monday, February 6, 2023	LAFCO will send out letters with ballots and information about the candidates
Election Process Ends	Friday, March 24, 2023	Ballots due no later than 4:00pm
LAFCO Meeting (Certify Results)	Wednesday, April 5, 2023	LAFCO will consider adopting a resolution certifying the election results
LAFCO Meeting (Oath of Office)	Wednesday, May 3, 2023	LAFCO will officially introduce the newly elected district representative



LOCAL AGENCY FORMATION COMMISSION OF SANTA CRUZ COUNTY

**APPLICATION FOR LAFCO'S DISTRICT REGULAR MEMBER SEAT
(TERM BEGINNING MAY 2023 AND ENDING IN MAY 2027)**

INSTRUCTIONS:

If you are interested in serving as a special district regular member on LAFCO, please complete and sign the following application. The complete application can be mailed, hand delivered, or emailed (as a PDF with signature) to: 701 Ocean Street, Room 318-D, Santa Cruz, CA 95060 (mailing address) or joe@santacruzlafco.org (email).

Applications must be submitted to LAFCO no later than
4:00 p.m. on February 3, 2023

*****Note that fire district board members are NOT eligible for the proposed regular member position because a fire district board member currently occupies the other regular seat.*****

NAME: _____

MAILING ADDRESS: _____

PHONE(s): Home: _____ Cell/Business: _____

EMAIL: _____

DISTRICT BOARD ON WHICH YOU CURRENTLY SERVE: _____

PREVIOUS BOARD, COMMISSION, OR COMMITTEE SERVED (Identify organization[s] and length of term[s]):

STATEMENT OF INTEREST:

You may attach a separate sheet to present additional qualifications or a statement of interest in serving on LAFCO.

CERTIFICATION:

I certify that the above information is true and correct and I authorize the verification of the information in the application.

Signature of Board Member Interested in Serving on LAFCO

Date