

Keith Hadick, President (Division 3)  
Randy Sharer, Vice President (Division 7)  
Casey Conrad, Treasurer (Division 6)  
Andrew Adam, Secretary (Division 2)  
Gerald Mahoney, Director (Division 4)  
Vacant, Director (Division 1)  
Vacant, Director (Division 5)



---

## SANTA MARIA VALLEY WATER CONSERVATION DISTRICT

### REGULAR MEETING April 18, 2024 – 6:30 p.m.

District Office  
2255 S. Broadway, Ste. 8E  
Santa Maria, California

### AGENDA

#### 1. CALL TO ORDER

- a. Roll Call
- b. Pledge of Allegiance

#### 2. PUBLIC COMMENT

*Members of the public may address the Board on any subject within the jurisdiction of the Board and which is **not** on the agenda for Regular Meetings or that **is** on the agenda for Special Meetings. The public is encouraged to work through District staff to place items on the agenda for Board consideration. No action can be taken on matter not listed on the agenda. Comments are limited to five (5) minutes.*

#### 3. ADDITIONS TO THE AGENDA

*Items may be added to the agenda in accordance with Section 54954.2(b) of the Government Code, upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action come to the attention of the District after the Agenda was posted.*

#### 4. APPROVAL OF AGENDA

Recommended Action: Motion to approve Agenda as published.

#### 5. CONSENT CALENDAR

*Items on the Consent Calendar are routine items that come before the Board of Directors on a regular basis. Unless a Director or member of the public requests separate discussion/action on an item, all items on the Consent Calendar will be considered for approval on one motion.*

##### a. Approval of Minutes

Regular Meeting of March 21, 2024

#### 6. FINANCIAL REPORTS

##### a. Financial Reports – Carrie Troup, CPA

*Financial Reports are prepared and reviewed by the District's CPA.*

Recommended Action: Motion to receive and file report(s)

**b. Treasurer's Report** – Director Conrad (Treasurer/Chair)  
*Treasurer Conrad may provide an update on the District's monthly expenses not otherwise covered during Financial Reports.*

**7. CONSIDER APPROVAL OF CONTRACT FOR TEMPORARY DAM MONITORING SERVICES**  
Recommended Action: Motion to approve contract with Gaedeke Hydrologic Services LLC for temporary dam monitoring services

**8. CONSIDER APPROVAL OF POLICY FOR STORAGE ON DISTRICT PROPERTY**  
Recommended Action: Motion to approve policy proposed regarding storage of equipment, vehicles and other items on district property

**9. CONSIDER APPROVAL OF FACILITY ACCESS POLICY**  
Recommended Action: Motion to approve proposed policy on access to district facilities

**10. CONSIDER APPROVAL AND TIMING OF LIDAR AMERICA AERIAL SURVEY PROPOSAL**  
Recommended Action: Motion to approve LiDAR America Aerial Survey Proposal

**11. APPROVAL OF RECORDS RELOCATION**  
Recommended Action: Motion to approve relocation of records from dam to office or town facility

**12. CONSIDER APPROVAL OF PROPOSAL FOR CLEAN-UP AND DISPOSAL SERVICES**  
Recommended Action: Motion to approve proposal for site clean-up and disposal at dam facilities

**13. REPORTS AND INFORMATION**

**a. Report on Operations at Twitchell Dam --**  
*The Board of Directors will hear a report on dam conditions.*

**b. Twitchell Operations Committee (TOC) – Director Conrad (Chair)**  
*The Board of Directors will hear an update from the TOC, which oversees all operational aspects of Twitchell Dam.*

**c. Report from Horne-Director Hadick**  
*The Board of Directors will hear an update from Horne re Cal/OES and FEMA. The Board may also consider appointing one or more new Authorized Agents for Cal/OES discussions.*  
Recommended Action: Motion to receive and file report(s)  
Recommended Action: Motion to appoint Authorized Agent(s) for Cal/OES matters.

**14. DIRECTOR & STAFF REPORTS**

**a. Director Reports**  
*Directors will report on any events or items of note concerning their Division/the District during the prior month, if any. Directors may also request placement of items on future agendas for Board consideration.*

**b. General Manager's Report**  
*The interim General Manager will report on new or pending District matters and activities.*

**c. District Counsel Report**  
*District Counsel will report on any relevant legal matters that may impact the District.*

**15. NEXT MEETING: May 16, 2024**

**16. ADJOURNMENT**

*Upon request, agendas can be made available in appropriate alternative formats to persons with disabilities, as required by section 202 of the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to observe and participate in a meeting should direct such a request to the District Office at (805) 925-5212 at least 48 hours before the meeting, if possible.*

**POSTED/PUBLISHED:  
April 15, 2024**

Keith Hadick, President (Division 3)  
Randy Sharer, Vice President (Division 7)  
Casey Conrad, Treasurer (Division 6)  
Andrew Adam, Secretary (Division 2)  
Gerald Mahoney, Director (Division 4)  
Vacant, Director (Division 1)  
Vacant, Director (Division 5)



---

**SANTA MARIA VALLEY WATER CONSERVATION DISTRICT  
BOARD OF DIRECTORS  
REGULAR MEETING MINUTES – March 21, 2024**

District Office  
2255 S. Broadway, Ste. 8E  
Santa Maria, California

- 1. CALL TO ORDER:** With a quorum present, the meeting was called to order at 6:33 p.m.
  - a. Roll Call:** Present were Directors Hadick, Conrad, Mahoney, Adam, and Sharer. Also present were Carrie Troup, Jane Baxter, Virginia Souza; District Counsel Keith Lemieux (attending remotely), and Interim General Manager Carol Thomas-Keefer (attending remotely).
  - b. Pledge of Allegiance:** President Hadick led the Pledge of Allegiance.
- 2. PUBLIC COMMENT:** Jane Baxter commented that the more detailed meeting minutes and upcoming Zoom meetings were appreciated; she also asked that the Twitchell Operations Committee include dam reports in the committee report.
- 3. ADDITIONS TO THE AGENDA:** None
- 4. APPROVAL OF AGENDA:** On motion by Director Adam and seconded by Director Mahoney, the agenda was approved as presented. Motion carried: 5-0-0-2.
- 5. CONSENT CALENDAR:** On motion by Director Adam and seconded by Director Sharer, the minutes of the Regular Meeting of February 15, 2024, and the Special Meeting of February 22, 2024, were approved. Motion carried 5-0-0-2.
- 6. FINANCIAL ACTION ITEMS AND REPORTS**
  - a. Financial Reports:** Ms. Carrie Troup, CPA, reviewed financial statements and accounts payable for February. On motion by Director Mahoney and seconded by Director Adam, the Financial Reports for February were received and filed. Motion carried 5-0-0-2.
  - b. Finance Committee/Treasurer Report:** Director Sharer reported that the committee is exploring investment opportunities for public agencies and has asked staff

to coordinate a presentation on the California CLASS investment pool. The committee will bring a recommendation to the full board in the near future.

#### **7. APPROVAL OF REQUEST FOR PROPOSALS FOR ON-CALL ENGINEERING**

**SERVICES:** Following discussion, on motion by Director Conrad, seconded by Director Adam, the Board approved and authorized release of the Request for Proposals for On-call Engineering Services, with the addition of a project to evaluate evapotranspiration of impounded water versus releases and how best to optimize water in storage. Motion carried 5-0-0-2.

**8. DISCUSSION OF POLICY FOR STORAGE ON DISTRICT PROPERTY:** The Board noted that a number of vehicles and equipment are located at the dam site, and some may not belong to the District. Following discussion, staff was directed to prepare and bring back a draft policy for storage and disposition of non-district items on District property.

**9. DISCUSSION OF FACILITY ACCESS POLICY:** Ms. Thomas-Keefer presented an outline of facility access and safety considerations that should be subject to District policy. Staff was directed to work with District Counsel to prepare and bring back a draft facility access policy for Board consideration.

#### **10. REPORTS AND INFORMATION**

**Report on Operations at Twitchell Dam-** President Hadick reported that, as of today, the elevation was 570.0 feet; storage was 23,472 acre-feet.

**Twitchell Operations Committee (TOC):** Director Adam reported that he met with Alex Doran from the County and suggested key access for Mr. Doran to access monitoring equipment at the dam, and it was agreed this should be addressed in the access policy. Director Adam also noted the need to repair fencing to keep cattle out of the dam facilities.

**Report from Horne:** The Board received a report from Horne's representative, Sam Hurst, regarding discussions with Cal OES, noting that he would request a meeting. He also stated that he is seeking opportunities to fund large scale sediment removal activities for the reservoir. The Board requested that Horne provide an update on budget and contract status at the next meeting.

#### **11. DIRECTOR AND STAFF REPORTS**

**Director Reports:** None.

**General Manager's Report:** Ms. Thomas-Keefer reported that she is currently working to secure temporary services to assist with dam monitoring until a new dam tender can be hired. She also noted call-to-action notices from the California Special Districts Association on federal legislation, H.R. 7525, the Special District Grant Accessibility Act.

**District Counsel Report:** Mr. Lemieux apologized for not attending in person but has a court appearance in another area the next morning.

**12. NEXT MEETING:** April 18, 2024

**16. ADJOURNMENT:** It was moved and seconded by Director Sharer and Director Adam to adjourn at 9:05 p.m.

Minutes approved on \_\_\_\_\_

Keith Hadick, President

Submitted by Carol Thomas-Keefer

**Santa Maria Valley Water Conservation District**  
**Profit & Loss Budget vs. Actual**  
July 2023 through March 2024

75% of the year has elapsed	Jul '23 - Mar 24	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>Charges for Services</b>				
4877 · Other Special Assessment	437,142.86	800,000.00	-362,857.14	54.64%
<b>Total Charges for Services</b>	<b>437,142.86</b>	<b>800,000.00</b>	<b>-362,857.14</b>	<b>54.64%</b>
<b>Intergovernmental Revenue</b>				
4220 · Homeowners Prop Tax-Stat	711.18	1,200.00	-488.82	59.27%
4690 · Homeownrs Prop Tx/pymts in Lieu	0.00	250.00	-250.00	0.0%
<b>Total Intergovernmental Revenue</b>	<b>711.18</b>	<b>1,450.00</b>	<b>-738.82</b>	<b>49.05%</b>
<b>Taxes</b>				
3011 - Property Tax-Unitary	3.12	3,200.00	-3,196.88	0.1%
3015 - PT Prior Yr Escapes Sec	457.00	1,000.00	-543.00	45.7%
3020 - Property Tax-Current Uns	14,412.13	13,100.00	1,312.13	110.02%
3028 - RDA Pass-Through Payment	1,154.53	925.00	229.53	124.81%
3010 · Property Tax-Current Sec	219,496.43	370,000.00	-150,503.57	59.32%
3023 · PT PY Corr/Escapes Unsec	406.91	275.00	131.91	147.97%
3025 · Property Tax-Other Cnty	81,140.03	120,000.00	-38,859.97	67.62%
3029 · RDA RPTTF Distributions	5,134.41	4,600.00	534.41	111.62%
3040 · Property Tax-Prior Secured	-72.07			
3050 · Property Tax- Prior Unsecured	389.41	250.00	139.41	155.76%
3054 · Supplemental Prop Tax	2,284.24	5,000.00	-2,715.76	45.69%
3056 · Supplemental Prop- Prior	64.27			
3057 · PT-506 INT,480 CIOS/CIC	28.92	30.00	-1.08	96.4%
<b>Total Taxes</b>	<b>324,899.33</b>	<b>518,380.00</b>	<b>-193,480.67</b>	<b>62.68%</b>
<b>Use of Money and Property</b>				
3382-Interest Savings Acct	395.99	400.00	-4.01	99.0%
3380 · Interest Income	606.67	220.00	386.67	275.76%
<b>Total Use of Money and Property</b>	<b>1,002.66</b>	<b>620.00</b>	<b>382.66</b>	<b>161.72%</b>
5909 · Other Miscellaneous Revenue	7,014.18			
<b>Total Income</b>	<b>770,770.21</b>	<b>1,320,450.00</b>	<b>-549,679.79</b>	<b>58.37%</b>
<b>Expense</b>				
<b>1 · Salaries &amp; Employee Benefits</b>				
6100 · Regular Salaries	35,773.49	142,000.00	-106,226.51	25.19%
6500 · FICA Contribution	2,364.62	8,850.00	-6,485.38	26.72%
6550 · FICA/Medicare	553.02	2,100.00	-1,546.98	26.33%
6600 · Health Insurance Contrib	0.00	27,000.00	-27,000.00	0.0%
6700 · Unemployment Ins Contrib	434.00	1,000.00	-566.00	43.4%
6900 · Workers Compensation	2,242.43	8,000.00	-5,757.57	28.03%
<b>Total 1 · Salaries &amp; Employee Benefits</b>	<b>41,367.56</b>	<b>188,950.00</b>	<b>-147,582.44</b>	<b>21.89%</b>
<b>2 · Services and Supplies</b>				
7050 · Communications	5,491.86	12,000.00	-6,508.14	45.77%
7060 · Food	522.50	6,000.00	-5,477.50	8.71%

**Santa Maria Valley Water Conservation District**  
**Profit & Loss Budget vs. Actual**  
July 2023 through March 2024

75% of the year has elapsed	Jul '23 - Mar 24	Budget	\$ Over Budget	% of Budget
7090 · Insurance	21,200.10	22,000.00	-799.90	96.36%
7110 · Directors Fees	14,100.00	40,000.00	-25,900.00	35.25%
7120 · Maintenance-Equipment	8,544.05	22,000.00	-13,455.95	38.84%
7121 · Operating Supplies	2,458.92	26,000.00	-23,541.08	9.46%
7200 · MTC-Struct/Impr & Ground	9,227.24	65,000.00	-55,772.76	14.2%
7324 · Audit Fees	2,000.00	6,300.00	-4,300.00	31.75%
7430 · Memberships	3,651.00	3,300.00	351.00	110.64%
7450 · Office Expense	10,445.54	12,000.00	-1,554.46	87.05%
7460 · Professional & Spec Svcs	210,120.75	325,000.00	-114,879.25	64.65%
7506 · Administration Fees	3,302.00	7,000.00	-3,698.00	47.17%
7507 · ADP Fees	2,354.55	3,400.00	-1,045.45	69.25%
7508 · Legal Fees	130,253.83	146,500.00	-16,246.17	88.91%
7509 · Other Expense - BOE	18,524.20	22,000.00	-3,475.80	84.2%
7510 · Contractual Services	28,542.00	70,000.00	-41,458.00	40.77%
7580 · Rents/Leases-Structure	12,000.00	16,000.00	-4,000.00	75.0%
7710 · Watershed Planning	0.00	19,000.00	-19,000.00	0.0%
7711 · Groundwater Planning	3,850.00	12,000.00	-8,150.00	32.08%
7731 · Gasoline, Oil, Fuel	8,025.61	20,000.00	-11,974.39	40.13%
7732 · Training & Travel	0.00	3,000.00	-3,000.00	0.0%
7760 · Utilities	5,405.47	8,000.00	-2,594.53	67.57%
<b>Total 2 · Services and Supplies</b>	<b>500,019.62</b>	<b>866,500.00</b>	<b>-366,480.38</b>	<b>57.71%</b>
<b>3 · Fixed Assets</b>				
8100 · Structures/Structure Imprvmnts	2,275.75	40,000.00	-37,724.25	5.69%
8200 · Land Improvements (Roads)	0.00	180,000.00	-180,000.00	0.0%
8300 · Equipment	12,098.00	45,000.00	-32,902.00	26.88%
8400 · Sediment Management	375,000.00			
<b>Total 3 · Fixed Assets</b>	<b>389,373.75</b>	<b>265,000.00</b>	<b>124,373.75</b>	<b>146.93%</b>
<b>Total Expense</b>	<b>930,760.93</b>	<b>1,320,450.00</b>	<b>-389,689.07</b>	<b>70.49%</b>
<b>Net Ordinary Income</b>	<b>-159,990.72</b>	<b>0.00</b>	<b>-159,990.72</b>	<b>100.0%</b>
<b>Net Income</b>	<b>-159,990.72</b>	<b>0.00</b>	<b>-159,990.72</b>	<b>100.0%</b>

The financial report omits substantially all disclosures required by accounting principles generally accepted in the United States of America; no assurance is provided on them.



**Santa Maria Valley Water Conservation District**  
**Cash Balances Report**  
As of March 31, 2024

	<u>TOTAL</u>
<b>Current Assets</b>	
<b>Checking/Savings</b>	
Community Bank of Santa Maria	751,592.68
Community Bank of SM-Saving	1,052,317.29
Community Bank SM-Agency Fund	<u>100.00</u>
<b>Total Checking/Savings</b>	1,804,009.97

# Santa Maria Valley Water Conservation District

## Vendors

March 2024

	Type	Date	Num	Memo	Debit
<b>ALESHIRE &amp; WYNDER LLP</b>					
	Check	03/08/2024	6201	BILL# 84903	4,170.36
	Check	03/08/2024	6201	BILL# 84902	1,653.50
	Check	03/08/2024	6201	BILL# 84904	912.88
Total ALESHIRE & WYNDER LLP					<u>6,736.74</u>
<b>ANDY ADAM</b>					
	Check	03/04/2024	6189	FEB 2024	300.00
Total ANDY ADAM					<u>300.00</u>
<b>CARRIE TROUP, CPA</b>					
	Check	03/08/2024	6203	INV # 0224W	2,600.00
Total CARRIE TROUP, CPA					<u>2,600.00</u>
<b>CASEY CONRAD</b>					
	Check	03/04/2024	6187	FEB 2024	300.00
Total CASEY CONRAD					<u>300.00</u>
<b>COMCAST</b>					
	Check	03/08/2024	6195	ACCT # 815700061223922	96.91
Total COMCAST					<u>96.91</u>
<b>E&amp;J AUTOMOTIVE</b>					
	Check	03/08/2024	6204	INV# 132384	41.75
Total E&J AUTOMOTIVE					<u>41.75</u>
<b>FRONTIER</b>					
	Check	03/08/2024	6198	805-925-8989-010168-5	171.20
	Check	03/18/2024	6207	805-925-5212-092512-5	284.99
Total FRONTIER					<u>456.19</u>

**Santa Maria Valley Water Conservation District**

**Vendors**

**March 2024**

	<b>Type</b>	<b>Date</b>	<b>Num</b>	<b>Memo</b>	<b>Debit</b>
<b>GERALD MAHONEY</b>					
	Check	03/04/2024	6188	FEB 2024	300.00
Total GERALD MAHONEY					<u>300.00</u>
<b>GTECH</b>					
	Check	03/08/2024	6202	INV # 1234	799.50
Total GTECH					<u>799.50</u>
<b>HORNE LLP</b>					
	Check	03/18/2024	6208	INV 008 2024.02	1,250.00
Total HORNE LLP					<u>1,250.00</u>
<b>JB DEWAR</b>					
	Check	03/04/2024	6192	INV 298299	155.33
	Check	03/08/2024	6205	80541	369.87
	Check	03/24/2024	6212	80541 INV 301025	86.15
Total JB DEWAR					<u>611.35</u>
<b>JUAREZ ADAM &amp; FARLEY LLP</b>					
	Check	03/08/2024	6193	INV # 8364	725.00
	Check	03/08/2024	6194	INV # 8801	2,416.25
Total JUAREZ ADAM & FARLEY LLP					<u>3,141.25</u>
<b>KEITH HADICK</b>					
	Check	03/04/2024	6186	FEBRUARY 2024	300.00
Total KEITH HADICK					<u>300.00</u>

**Santa Maria Valley Water Conservation District**

**Vendors**

**March 2024**

	<b>Type</b>	<b>Date</b>	<b>Num</b>	<b>Memo</b>	<b>Debit</b>
<b>LINDE GAS &amp; EQUIPMENT INC.</b>					
	Check	03/08/2024	6199 41257808		103.14
Total LINDE GAS & EQUIPMENT INC.					<u>103.14</u>
 <b>NO LIMIT TIRE, INC.</b>					
	Check	03/24/2024	6210 STMNT # 13177		800.00
Total NO LIMIT TIRE, INC.					<u>800.00</u>
 <b>PG&amp;E</b>					
	Check	03/08/2024	6197 ACCT # 5386134685-5		26.82
	Check	03/18/2024	6206 INV 0008276842-5		44.43
Total PG&E					<u>71.25</u>
 <b>RANDY SHARER</b>					
	Check	03/04/2024	6190 FEB 2024		300.00
Total RANDY SHARER					<u>300.00</u>
 <b>REGIONAL GOVERNMENT SERVICES</b>					
	Check	03/18/2024	6209 CONTRACT SERVICES FOR FEBRUARY 2024		6,424.00
Total REGIONAL GOVERNMENT SERVICES					<u>6,424.00</u>
 <b>STREAMLINE</b>					
	Check	03/04/2024	6191 INV #533E046E-0025		126.00
Total STREAMLINE					<u>126.00</u>
 <b>TEIXEIRA FARMS</b>					
	Check	03/24/2024	6211 RENT APRIL 2024		1,200.00
Total TEIXEIRA FARMS					<u>1,200.00</u>

**Santa Maria Valley Water Conservation District**

**Vendors**

**March 2024**

	<b>Type</b>	<b>Date</b>	<b>Num</b>	<b>Memo</b>	<b>Debit</b>
<b>US BANK</b>					
	Check	03/08/2024	6200	CALDERON TIRES	40.00
	Check	03/08/2024	6200	JAYCEETROPHY	30.00
	Check	03/08/2024	6200	ADT SECURITY	73.54
	Check	03/08/2024	6200	FREE CONFERENCE	3.00
	Check	03/08/2024	6200	MSFT	25.00
	Check	03/08/2024	6200	MSFT	54.00
	Check	03/08/2024	6200	FEDEX	54.30
	Check	03/08/2024	6200	OUTDOOR SUPPLY	29.91
	Check	03/08/2024	6200	ADT	51.99
	Check	03/08/2024	6200	CHEVRON	77.62
	Check	03/08/2024	6200	CONSERVE FUEL	82.49
	Check	03/08/2024	6200	CHEVRON	81.54
	Check	03/08/2024	6200	OFFICE DEPOT	176.65
	Check	03/08/2024	6200	ADOBE	239.88
Total US BANK					<u>1,019.92</u>
<b>VERIZON</b>					
	Check	03/08/2024	6196	INV # 9954949081	51.64
Total VERIZON					<u>51.64</u>
<b>TOTAL</b>					<u><u>27,029.64</u></u>

## STAFF REPORT

**TO:** SMVWCD Board of Directors  
**FROM:** Carol Thomas-Keefer, Interim General Manager  
**DATE:** April 18, 2024  
**RE:** Temporary Dam Monitoring Services

---

### **Background:**

In response to the immediate need for dam tending services while the District seeks a full-time employee (or determines the best way to fill the dam tending needs), inquiries were made with various local agencies and consultants regarding the cost and availability of temporary contract support. Several consultants expressed interest in providing the service, and informal proposals were received. Ultimately, as a short-term urgency matter, staff retained the services of Gaedeke Hydrologic Consulting, LLC, at a daily rate of \$390, with an optional hourly rate of \$110 for work outside of the collection and submittal of daily site observations. Mr. Gaedeke's proposal was the lowest cost, and he has local experience collecting related hydrologic data. Mr. Gaedeke's firm was retained through the General Manager's signing authority for a 2-week period, ending April 21. A longer-term agreement (up to 6 additional weeks) has been prepared for Board consideration at the same daily rate. Mr. Gaedeke is willing to collect observations at the dam on a daily basis, 7 days per week, for the term of the contract. To date, he has performed the work reliably and with no issues.

### **Purchasing Policy:**

The hiring of professional services is addressed in Section 7 ("Services") of the District's Purchasing Policy. The initial two-week contract, with a value of less than \$5,000 and signed by the General Manager, is authorized under Paragraph 7c: *"If the service is estimated to cost less than \$5,000, the General Manager may informally solicit proposals and enter into contracts without Board approval."*

Pursuant to paragraph 7d of the Policy, formal proposals should be solicited for services estimated to cost \$5,000 or more, and the longer-term contract with Mr. Gaedeke (approximately 6 weeks) is estimated to cost approximately \$17,000. In this instance, due

to the urgent need for dam monitoring services, only informal proposals were solicited in order to expedite the process. Because of the urgent need, the Board should consider waiving the provisions of Section 7d of the Purchasing Policy regarding the need for formal proposals.

**Recommendation:**

The Board should consider approval of the extended contract with Gaedeke Hydrologic Consulting, LLC, for temporary dam monitoring services; due to urgency, the Board should also consider waiving Section 7d of the District's Purchasing Policy pertaining to formal proposals for the purpose of entering into this contract.

**Attachment:**

- Proposed Contract with Gaedeke Hydrologic Consulting, LLC

**AMENDMENT 2 TO  
AGREEMENT FOR GENERAL SERVICES  
WITH THE SANTA MARIA VALLEY  
WATER CONSERVATION (“DISTRICT”)  
SHORT FORM**

Project Name/Description (“Project”): Temporary Monitoring Services

Contractor Name (“Contractor”): Gaedeke Hydologic Consulting, LLC

Contractor Business Type: Limited Liability Company (LLC)

Contractor Address: 6450 Squire Oaks Lane, San Luis Obispo, CA 93401

Contractor Representative Name and Title (“Contractor Representative”): Michael Gaedeke

Contractor Representative Work Phone and Email: Mike.Gaedeke@gmail.com

Termination Date: May 31, 2024

Total Not-To-Exceed Contract Amount (“Contract Sum”): **\$21,700.00** This amendment increases the not-to-exceed amount from \$4,700 to \$21,700.

District Contact (“District Contact”): Carol Thomas-Keefer

District Contact Work Phone and Email: 650-587-7300 X17, cthomaskeefer@rgs.ca.gov

THIS AGREEMENT FOR SERVICES (“Agreement”) is made and entered into and effective on the date executed by the District by and between the Santa Maria Valley Water Conservation District and Contractor. District and Contractor may be referred to individually as “Party” or collectively as “Parties.” In consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1. SERVICES OF CONTRACTOR**

- 1.1 Scope of Services.** In compliance with all terms and conditions of this Agreement, Contractor shall provide those services specified in the “**Scope of Services**” attached hereto as Exhibit A and incorporated herein by this reference.
- 1.2 Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of District and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. District, and its officers, employees and agents, shall not be liable at law or in equity for failure of Contractor to comply with this Section.
- 1.3 Licenses, Permits, Fees and Assessments.** Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the



sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

**1.4 Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Contractor shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

**1.5 Special Requirements.** Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT**

**2.1 Contract Sum.** Subject to any limitations set forth in this Agreement, District agrees to pay Contractor the Contract Sum.

**2.2 Invoices.** Contractor shall submit to District, in a form approved by District's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of this Agreement. District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement generally within thirty (30) days, and District will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

**3.0 Time of Essence.** Time is of the essence in the performance of this Agreement.

**3.1 Term.** The Agreement shall commence upon the Effective Date set forth above and will continue until the Termination Date. Notwithstanding the foregoing

Indemnification and Insurance provisions set forth in Article 5 shall survive the termination of this Agreement.

#### **ARTICLE 4. COORDINATION OF WORK**

- 4.1 Representative of Contractor.** The Contractor Representative is authorized to act on Contractor's behalf with respect to the work or services specified herein and to make all decisions in connection therewith.
- 4.2 Department Contact for District.** The District Contact (or other person designated by the District General Manager) shall be the primary person on behalf of District responsible for the administration of the Agreement.
- 4.3 Independent Contractor.** Neither District, nor any of its officers, employees or agents, shall have any control over the manner or means by which Contractor, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Contractor shall perform all services required herein as an independent contractor of District and shall remain under only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against District, or bind District in any manner. Contractor represents and warrants that the personnel used to provide services to District pursuant to this Agreement shall at all times be under Contractor's exclusive control and direction. No District employee benefits shall be available to Contractor, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. District shall not be liable for compensation or indemnification to Contractor, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Contractor or any officer, employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for District, then Contractor shall indemnify, defend, and hold harmless District for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to District as a consequence of, or in any way attributable to, the assertion that Contractor, or any officer, employee, agent, or subcontractor Contractor used to provide services under this Agreement, is/are employees of District.

#### **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

- 5.1 Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Contractor's indemnification obligation to

District, Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to District, for the duration of the Agreement, primary policies of insurance of the type and amounts set forth in the “Insurance Requirements” attached hereto as **Exhibit C** and incorporated herein by this reference.

## **5.2 Indemnification.**

**(a)** General Obligations. Contractor agrees, to the full extent permitted by law, to indemnify, defend and hold harmless District and its elected and appointed officers, employees and agents (each an “**Indemnitee**” and collectively, “**Indemnitees**”) against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein “**Claims or Liabilities**”) that may be asserted or claimed by any person, firm or District arising out of or in connection with the performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or District for which Contractor is legally liable (each an “**Indemnitor**” and collectively, “**Indemnitors**”), and in connection therewith: 1) Contractor will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys’ fees, incurred by Indemnitee(s) in connection therewith; and, 2) Contractor will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

Further Provisions. The indemnity obligation herein shall be binding on successors, assigns and heirs of Contractor and shall survive termination of this Agreement. Contractor shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Contractor fails to do so Contractor shall be fully responsible to indemnify District hereunder therefor. Failure of District and/or District Parties (collectively “District” for solely this Section 5.2(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. Payment of invoices by District is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Contractor and District, as to whether liability arises from the sole negligence or willful misconduct of District, Contractor will be obligated to pay for District’s defense until such time as a final judgment has been entered adjudicating District as solely negligent or responsible for willful misconduct. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees and costs of litigation.

## ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

- 6.1 Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (“documents and materials”) prepared by Contractor, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of District and/or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Contractor may retain copies of such documents and materials for its own use. Contractor shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to District of any documents and materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom. Moreover, with respect to any Contractor documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for District.

## ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

- 7.1 California Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Luis Obispo, State of California, or any other appropriate court in such county, and Contractor agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, Northern Division, State of California.
- 7.2 Suspension, or Termination, Prior to Expiration of Term.** District reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days’ notice to Contractor, except that where termination or suspension is due to the fault of Contractor, the period of notice may be such shorter time as determined by District. Upon receipt of any notice of termination or suspension, Contractor shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by District. Upon submittal of an invoice consistent with Section 2.2, Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension.
- 7.3 Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent

breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

- 7.4 Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.
- 7.5 Legal Action.** In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a statutory claim pursuant to Government Code sections 905 *et seq.* and 910 *et seq.*, in order to pursue a legal action under this Agreement.
- 7.6 Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, Contractors' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION**

- 8.1 Non-liability of District Officers and Employees.** No officer or employee of District shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by District or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.
- 8.2 Conflict of Interest.** Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Contractor's performance of services under this Agreement.
- 8.3 Covenant Against Discrimination.** Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital

status, national origin, ancestry or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

- 9.1 Notices.** Any notice or other communication either Party desires or is required to give to the other Party or any other person in regards to this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, in the case of District addressed to District to District, attention General Manager at PO Box 364, Santa Maria CA 93458, and in the case of Contractor, to the person(s) at the address designated on the cover page of this Agreement. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.
- 9.2 Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement, headings used, or any other rule of construction which might otherwise apply.
- 9.3 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.
- 9.4 Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Contractor and by District.
- 9.5 Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid provision is so material that its

invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

- 9.6 No Undue Influence.** Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of District in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of District has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling District to remedies in Section 7.4 and any and all remedies at law or equity.
- 9.7 Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SIGNATURE PAGE TO FOLLOW

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the date and year first-above written.

**SANTA MARIA VALLEY  
WATER CONSERVATION DISTRICT**

\_\_\_\_\_  
Name : Keith Hadick  
Title : President  
Date: April 18, 2024

APPROVED AS TO FORM:  
ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Keith Lemieux, District Counsel

**CONTRACTOR:**

By: \_\_\_\_\_  
Title:  
Date:

By: \_\_\_\_\_  
Name:  
Title:  
Date:

**Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairperson of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. (Cal. Corp. Code § 313.) Appropriate attestations shall be included as may be required by the bylaws, articles of incorporation or other rules or regulations applicable to Contractor’s business District.**



**EXHIBIT "A"**

**SCOPE OF SERVICES**

**I. Contractor will perform the following Services:**

Daily, beginning Monday, April 8, 2024 and ending Friday, May 31, 2024, Contractor will visit Twitchell Dam site and collect observation data as provided by District, in accordance with instruction provided by District representative(s).

Contractor must collect such data at 4:00 p.m. (1600 hours) each weekday.

Contractor will submit data collected via email each day to District personnel as directed.

Contractor will immediately notify District personnel of any conditions at the site that may be hazardous, unsafe, or require maintenance for proper operation of facilities.

Contractor will adhere to site access and safety protocols as instructed, and must ensure site is secured upon exit.

**Amendment #2 - this Scope of Work is amended to extend through May 31, 2024.**

**EXHIBIT "B"**

**SPECIAL REQUIREMENTS  
(Superseding Contract Boilerplate)**

## EXHIBIT C

### INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000 per occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
  
- 2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000 per accident for bodily injury and property damage**.
  
- 3. Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000 per accident for bodily injury or disease**. (Not required if Contractor provides written verification it has no employees)

**If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.**

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Status

The District, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

### **Primary Coverage**

For any claims related to this contract, the Contractor's **insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

### **Umbrella or Excess Policy**

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

### **Notice of Cancellation**

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the District.

### **Waiver of Subrogation**

Contractor hereby grants to District a waiver of any right to subrogation which any insurer of said Contractor may acquire against the District by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the District has received a waiver of subrogation endorsement from the insurer.

### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by District. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. District may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. District reserves the right to obtain a copy of any policies and endorsements for verification.

### **Acceptability of Insurers**

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

### **Verification of Coverage**

Contractor shall furnish the District with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

### **Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District is an additional insured on insurance required from subcontractors.

### **Duration of Coverage**

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work,** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.**

### **Special Risks or Circumstances**

District reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

# STAFF REPORT

**TO:** SMVWCD Board of Directors  
**FROM:** Carol Thomas-Keefer, Interim General Manager  
**DATE:** April 18, 2024  
**RE:** Policy for Storage on District Property

---

## **Background:**

The District maintains two residences as well as vehicles and several pieces of equipment at the Twitchell Dam property. Historically, the District has allowed personal property to be parked or stored at its facilities for either short-term or undetermined periods; however, with the current staffing transition and the recruitment of a full-time dam tender, a review and inventory of District property is in order, and a policy for storage of personal or non-district owned property equipment should be revisited and/or adopted.

The District does not insure property that is not district-owned and could therefore have some responsibility for issues related to theft or damage associated with non-district property and equipment. Consequently, the District should consider a policy that limits or prohibits storage of non-District property and equipment on District property and at District facilities, and/or establishes timeframes for removal with written notice. District counsel has prepared the attached draft policy for Board consideration.

## **Fiscal Impact:**

No fiscal impact associated with adoption of a storage policy; some costs may be associated with its implementation, including the cost to catalog property and equipment at the dam, identify owners of non-district property and equipment, and manage clean-up and removal activities as needed. These costs have not yet been determined.

## **Recommendation:**

Staff recommends that the Board consider approval of the draft Policy for Storage of Personal Property on District Property.

## **Attachment:**

- Draft Policy for Storage of Personal Property on District Property



# **SANTA MARIA VALLEY WATER CONSERVATION DISTRICT**

## **Policy for Storage of Personal Property on District Property**



## **PURPOSE**

This purpose of this Policy is to provide all employees, representatives, and contractors of the District with the understanding that the District is not responsible for the security, care, safety, loss or damage of any person's personal property, vehicle or their contents at any time. This Policy further sets forth rules and restrictions related to storage and removal of any personal property or vehicles on District property.

## **DISTRICT PROPERTY**

District property and facilities shall not be used for personal purposes. Property of the District may not be removed and/or taken off premises without explicit permission from the President or General Manager.

## **PERSONAL PROPERTY**

Vehicles used to transport employees, representatives, and contractors to and from work or business at the District are permitted. However, the storage of personal property of value including cars, trucks, motorcycles, trailers, and equipment on or in District facilities is strictly prohibited. Property of incidental value, such as personal effects, may be stored on or in District property provided the property in question belongs to an active employee.

All storage facilities, office and workspaces, including desks, on District property are property of the District, and the District reserves the right to have access to these areas and properties at any time without advance notice to any employee. Therefore, District work areas and any other District property are subject to inspection.

## **NOTICE FOR REMOVAL OF PERSONAL PROPERTY**

Pre-removal notice shall be provided for any personal property being stored on District property in violation of this Policy. Pre-removal notice shall be deemed provided if a written notice is provided to the person who is storing or claims ownership of the personal property, or is posted conspicuously on or near the personal property and the actual removal commences no less than seventy-two hours after the pre-removal notice is posted. The written notice shall contain the following:

1. A general description of the personal property to be removed.
2. The location from which the personal property will be removed.
3. The date and time the notice was posted.
4. A statement that the personal property has been stored in violation of the District's Policy for Storage of Personal Property on District Property.
5. A statement that the personal property may be impounded if not removed from the District's property within twenty-four hours.
6. A statement that moving personal property to another location in the District shall not be considered removal of personal property from the District's property.

7. The address where the removed public property will be located, including a telephone number through which a person may receive information as to impounded personal property.
8. A statement that impounded personal property may be discarded if not claimed within ninety days after impoundment.

### **RESPONSIBILITY**

The District advises all employees, representatives, and contractors of the District to take all precautions necessary to safeguard their personal possessions. The District undertakes no duty and assumes no liability whatsoever for the damage, loss or theft to the personal property of District employees, representatives, and contractors caused by third parties or caused by District employees' intentional wrongful acts and/or acts outside the course and scope of the duties of District employees.

### **ENFORCEMENT**

All persons found in violation of this Policy may be subject to disciplinary action, up to and including termination, or public censure.

Adopted: \_\_\_\_\_

# STAFF REPORT

**TO:** SMVWCD Board of Directors  
**FROM:** Carol Thomas-Keefer, Interim General Manager  
**DATE:** April 18, 2024  
**RE:** Policy for District Facility Access

---

## **Background:**

The District Board has requested that staff research and prepare recommendations on a policy for determining which individuals should have access to District facilities, files, records and property, and under what circumstances. Traditionally, the District has maintained minimal staff and various directors have had different levels of access to District facilities and information. The Board now wishes to have a specific policy that is consistent and fair but maintains a sufficient level of protection of District property, recognizes safety requirements, and provides for removal of access privileges under specified conditions. Considering the District's current minimal staff presence, a facility access policy should address not only Dam facilities and operational records but also the District's essential business practices, including access to the District office, files, mail and mail box, and alarm systems. Controls over District financial information, invoices and receivables, for example, are a critical aspect of District administration.

In preparing a policy for Board consideration, controls should be established for the following access elements:

### Physical Facility Access

- Office keys
- Dam facility, residence and building keys
- Alarm system
- Mail box keys

### District Information Access

- General office files and records
- Office mail (including payables and receivables)
- Sensitive files and records – personnel
- Sensitive files and records – operational
- District phone and cell phone(s)
- Dam controls and monitoring systems

Additionally, the policy should consider the following:

- Safety training for dam site visits

- Controls for visitor and/or contractor access to facilities
- Expectations for those with access privileges
- Exceptions to the Policy (if appropriate)
- Conditions under which access may be revoked, and by whom

District Counsel's office has prepared a preliminary policy that primarily addresses **District office** facilities and record; a policy to address access to dam facilities will also be prepared for consideration at a future meeting.

**Recommendation:**

The Board should review and consider approval of the draft Policy for District Office Access. (A policy to address access to dam facilities will be forthcoming.)

**Attachment:**

- District Office Access Policy

# **SANTA MARIA VALLEY WATER CONSERVATION DISTRICT**

## **District Access Policy**

## PURPOSE

This Policy has been developed to ensure the safety and security of all District personnel, physical space, and assets, and to safeguard all confidential information as required by law. To meet these obligations, the District has established this Policy to grant access to authorized individuals. This Policy also implements rules for management and control of access to the District office and District records.

## AUTHORIZED PERSONNEL/PERSON(S)

**President.** The President shall have access to the following: alarm code, confidential files, and office key.

**Vice President.** The Vice President shall have access to the following: alarm code and office key.

**Secretary.** The Secretary shall have access to the following: alarm code, confidential files, and office key.

**Treasurer.** The Treasurer shall have access to the following: alarm code and office key.

## ALARM CODE

Except in the case of an emergency, the President, Vice President, Secretary, and Treasurer shall never disclose the alarm code to anyone including other Santa Maria Valley Water Conservation District (SMVWCD) personnel. The President, Vice President, Secretary, and Treasurer must take all reasonable precaution in protecting the alarm code from discovery by any person. **If for any reason the alarm code is discovered by anyone, it is the authorized person's responsibility to notify the relevant party so that the code can be cancelled and a new code issued.**

## CONFIDENTIAL FILE ACCESS KEY

The protection of confidential, sensitive, and proprietary information is of critical importance to the District, its workforce and the public. It is therefore essential that the President and Secretary take steps to safeguard such information. Confidential information includes any information related to the District's business, operations, financial information, personnel data, and any other information that the District is required to keep confidential by law. The President or Secretary must not disclose confidential or proprietary information to third parties without authorization or use any confidential, sensitive or proprietary information of the District in any manner that is unauthorized or detrimental to the best interests of the District, or violates California law.

The President and Secretary shall never loan key(s) to anyone or leave key(s)

unattended. Making copies or replicas of key(s) is prohibited. **If the authorized person loses the key(s), it is the authorized person's responsibility to notify the relevant party immediately so that the appropriate security actions can be taken.**

## OFFICE KEY

The President, Vice President, Secretary, and Treasurer shall never loan key(s) to anyone or leave key(s) unattended. Making copies or replica of key(s) is prohibited. **If the authorized person loses the key(s), it is the authorized person's responsibility to notify the relevant party immediately so that the appropriate security actions can be taken.**

## VISITORS

The public areas of the District office are intended for use by the public for conducting business with the District. Visits from family or friends to District premises shall be limited to situations of extreme necessity and should not become a regular occurrence. Due to potential insurance and liability issues, authorized persons and employees of the District shall not meet with family or friends or otherwise use District premises, including District vehicles, for any non-District business except in the case of extreme necessity as mentioned herein. This prohibition applies regardless of whether or not the authorized persons or employee is on duty.

## ENFORCEMENT

Authorized personnel found in violation of this Policy may be subject to disciplinary action, up to and including termination, or public censure.

Rev. 04/2024

# STAFF REPORT

**TO:** SMVWCD Board of Directors  
**FROM:** Carol Thomas-Keefer, Interim General Manager  
**DATE:** April 18, 2024  
**RE:** Aerial Survey

---

## Background

In accordance with USBR dam management guidelines, the District must periodically perform a survey of reservoir sedimentation and storage capacity. The last survey was performed in 2018, and a new survey is needed. The District's consultant, HORNE, recently obtained a quote from LiDAR America to perform an Aerial LiDAR survey and sediment analysis. The current quote is \$42,500; however, survey data cannot be acquired when water is present in the reservoir or waterways. Consequently, the survey cannot be scheduled until sufficient releases can be made and impending storm flows are not anticipated.

## Fiscal Impact:

The aerial survey cost does not appear to be included in the FY 20230-24 budget; however, if the survey is planned to be done after July 1, the cost could be included in the FY 2024-25 budget.

## Recommendation:

The Board should consider approval of the proposal from LiDAR America for an aerial survey with direction on the schedule for conducting the survey.

## Attachment:

- Proposal from LiDAR America





## **Aerial LiDAR & Sediment Analysis.**

Technical & Economic  
Proposal  
Aerial Survey

LiDAR America Inc.  
Juan Beltran,  
555 Anton Blvd, Suite 150  
Costa Mesa,  
CA 92626 USA  
Tel: (714) 752- 6903  
juan@lidar-america.com

**Submitted to:**  
Kelly Huck  
+1 (601) 326-1000  
Kelly.Huck@horne.com  
Director, Government Services  
HORNE

©2023, Lidar America, Inc., ALL RIGHTS RESERVED.



# Table of Content

- Table of Content ..... 2
- 1. Project’s summary ..... 3
- 2. Scope of Work ..... 3
  - 2.8. Flight Planning and Data acquisition..... 6
  - 2.9. Data Processing ..... 6
- 3. Delivery ..... 7
  - 3.1. Quality Control Program..... 8
- 4. Project’s Acquisition schedule ..... 9
- 5. 2018 Dataset Analysis schedule ..... 9
- 6. 2024 vs 2018 Sediment Analysis schedule. .... 9
- 7. Pricing ..... 10
  - Terms & Conditions:..... 10
- 8. Other Resources ..... 11
  - 8.1. Remote sensing equipment ..... 11
    - Lidar Equipment ..... 11
      - 150MP Phase One camera ..... 11
      - LiAir X3 (UAV) ..... 12
    - AIRCRAFTS ..... 12
  - 8.2. Other Resources SW ..... 13



## 1. Project's summary

The purpose of this project is to obtain the topographic of Twitchell Reservoir located in Santa Maria CA. We understand as well as the necessity to ensure you are given the most accurately collected data as possible.

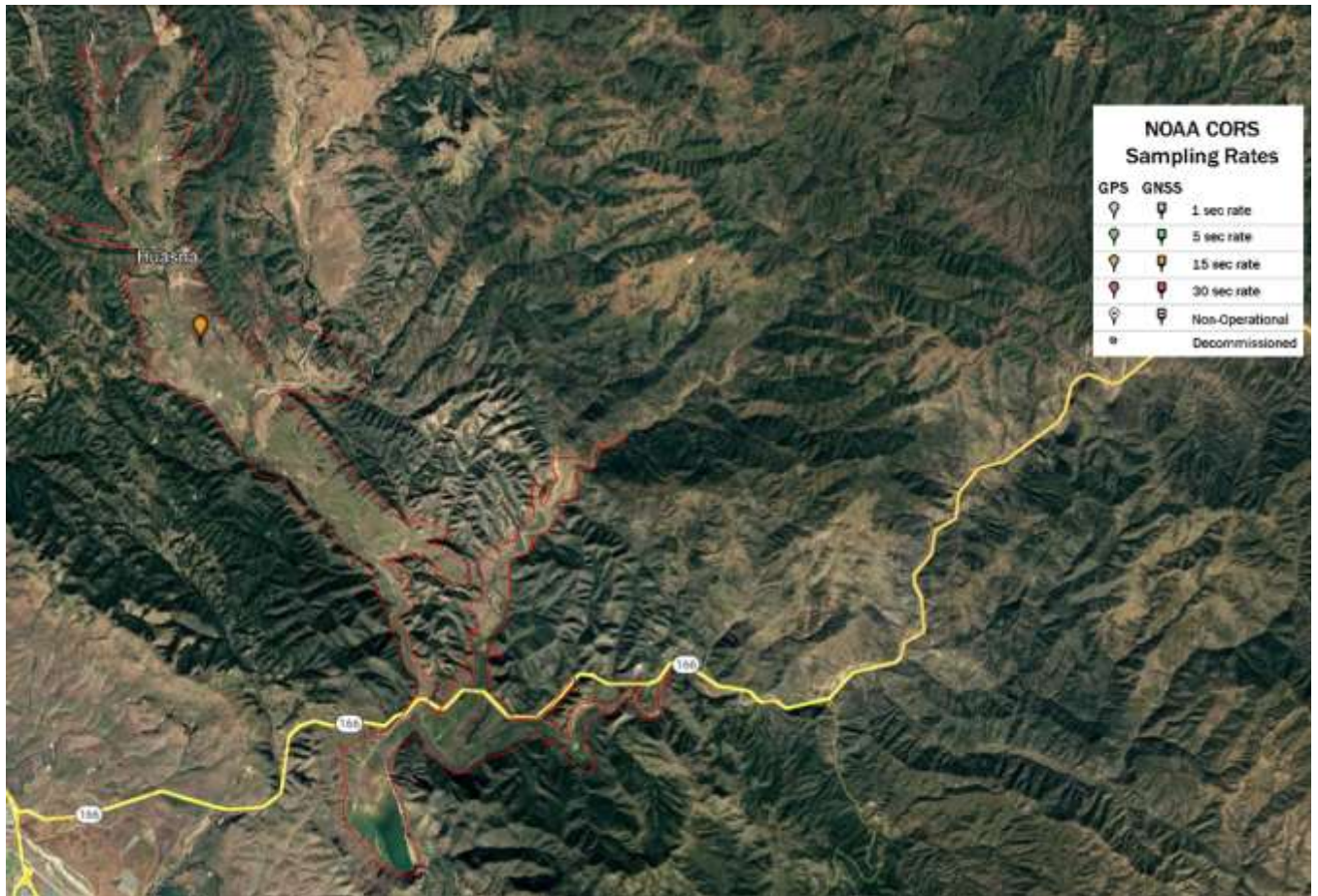


Figure 1 Polygon of AOI

## 2. Scope of Work

To obtain a modern LIDAR dataset of the Twitchell Reservoir located in Santa Maria CA, it will be necessary to execute activities, which will be explained in detail in the following pages.

### 2.1. Project Overview:

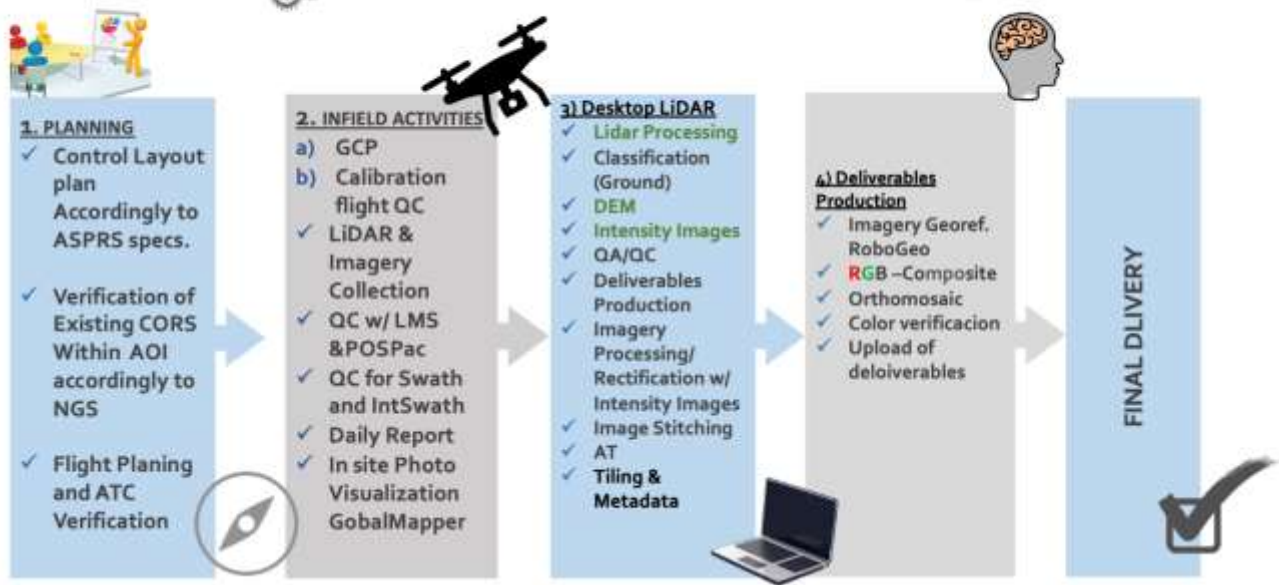
Conduct a manned LiDAR survey over Twitchell Reservoir located in Santa Maria CA, to assess sediment deposits, comparing the newly acquired data with the dataset obtained in 2018 by The Santa Maria Valley Water Conservation District and MNS Engineers Inc.

- 2.2. LiDAR Survey Specifications:
  - a. Utilize manned LiDAR technology to capture high-resolution point cloud data.
  - b. Collect data at specified intervals and grid resolutions for accurate sediment analysis.
  - c. Ensure data acquisition during optimal weather conditions for LiDAR survey accuracy.
- 2.3. Data Acquisition Responsibilities:
  - a. LIDAR America will be responsible for planning, executing, and post-processing the 2024 LiDAR survey.
  - b. The 2018 LiDAR dataset will be provided by The Santa Maria Valley Water Conservation District or MNS Engineers Inc. LIDAR America is not responsible for obtaining the 2018 dataset.
- 2.4. Coordination with Data Providers:
  - a. Collaborate with The Santa Maria Valley Water Conservation District or MNS Engineers Inc. to obtain accurate 2018 LiDAR data.
  - b. Ensure seamless integration of the 2018 and 2024 datasets for comprehensive sediment deposit analysis.
- 2.5. Lidar Survey Analysis.
  - a. Employ advanced LiDAR processing techniques to extract relevant information regarding sediment deposits.
  - b. Compare the 2018 and 2024 datasets to quantify sediment changes over the Twitchell Reservoir area.
- 2.6. Reporting and Deliverables:
  - a. Generate a comprehensive report detailing sediment deposit estimates based on LiDAR data analysis.
  - b. Provide visual representations of sediment distribution changes using, graphs, and 3D models.
  - c. Deliver raw and processed LiDAR datasets in industry-standard formats.
- 2.7. Quality Assurance and Validation:
  - a. Implement quality control measures during data acquisition and processing to ensure accuracy.
  - b. Conduct validation checks to verify the reliability and consistency of the LiDAR survey results.

For an easy introduction to our methodology, a very clear workflow has been already pre-established targeting goals. Such workflow can be easily noted in the following chart



# Aerial Mapping Services WORKFLOW PROPOSAL



## TASK IDENTIFICATION & IMPLEMENTATION PLAN.

Simultaneous Lidar & 4 Band Data Acquisition			
Project Design Parameters		Flight Parameters	
Areas of Interest (SQMI)	20.5	Nominal Flying Height (AGL, m)	<b>1250</b>
Buffered Project Area (ft)	50 ft	Nominal Air Speed (km/h)	<b>95</b>
Nominal Pulse Spacing (m)	0.68	Total Passes	<b>38</b>
Nominal Swath Overlap (%)	50% LiDAR	Total Length	<b>629km</b>
<b>Sensor Settings</b>		Total Laser Time	<b>01.11.33</b>
Sensor Scan Angle (degree)	13°	Total Flight Time expected	<b>03.31.33</b>
Scan Frequency (Hz)	45	Swath Area in Sqm	-
Pulse Rate of Scanner (kHz)	500	Total Frames	<b>0</b>
<b>Capacity</b>			
Number of Missions	2	Days on Site ( 1 sensor)	<b>2</b>
Weather Factor	2:1	Number of Sensors	<b>1</b>
<b>Reflights weather standby</b>	<b>1</b>	<b>Total Days On Site</b>	<b>2</b>





## 2.8. Flight Planning and Data acquisition

Lidar America created a suitable flight plan for the AOI that will consider overlap of 30% for Lidar flight lines, flying at an altitude of 1250m AGL and buffer to ensure full coverage of the AOI requested over the Area of Interest, to collect flawless and seamless point of cloud over the terrain.

**Weather Conditions and Reflights:** Acquisition flights will only occur only when conditions permit. Lidar data will only be captured when the ground is not obscured by snow, haze, fog, or dust, and water. Streams and waterways will be emptied. Data will not be collected when crosswinds are 15 knots or greater. Data will not be collected in strong turbulence to provide a stable platform for sensors. If any unacceptable data is collected, Lidar America will re-fly the impacted areas at no additional cost.

## 2.9. Data Processing

### Post-processing, trajectories and calibration

After aerial acquisition, the data containing the flight paths, coverage areas and flight kinematics information such as IMU and GNSS Lever arms, are sent to the post-processing department. The LiDAR points and the orthophotos are referenced to a fixed GPS station that collects information from the known position while the capture flights are carried out. These flights, in turn, collect information about their trajectory and the kinematics of the aircraft through a GPS system and an inertial measurement unit (IMU). Using the POSPac processing software, it is necessary to set the start and end times of the flights, as well as the level arms and mounting angles. The static and dynamic GPS information are post-processed after each acquisition flight to obtain better accuracy of the position of the aircraft for each instant of measurement. PosPAC helps to generate a trajectory file that includes the corrected information of the aircraft for all sets of positioning data obtained during the entire flight. The generated trajectory file will be incorporated into a Smoothed Best Stimated Trajectory (SBET) file that contains accurate and continuous information of the position of the aircraft.

After the generation of the SBET, it is necessary to make some revisions in the data to ensure the precision in the generation of the LAS files. The tests involve the review of the number of satellites (not less than 6), the IMU and the PDOP. With this last revision it is possible to ensure the accuracy of the position data of the aircraft, with which the final trajectory file can be generated, which will be sent to the LiDAR data processing department, as well as the photogrammetric processing department.

The next step is the generation of LAS files. Trajectory files, as well as data range (swaths) are the initial instruments. For every LiDAR flight executed it will be necessary to look for any type of anomalies in the data, such as data gaps. When the data has been corrected for any anomalies, the LMS data can be exported as LAS.

A calibration flight can be performed, if necessary. Generally, these calibration flights are carried out in two opposite directions on the same calibration area. Additionally, parallel flights are made to the opposite directions with an overlap specified by the needs of the client. The results obtained in one direction are compared with the opposite direction. The attitude misalignment parameters derived from the calibration flights and the modeled "windup" values will be used in post-processing to resolve systematic errors in the data.

### LiDAR Data Processing

After post-processing of the data in POSPac and LMS, the resulting data (LAS and SBET files) is sent to the LiDAR data processing department. Each point belonging to the point cloud has a corrected position. This point cloud is classified using an algorithm to classify objects according to their height and shape. Subsequently, an exhaustive quality control must be done manually, with the intention of identifying Low high and Mid vegetation this classification will be needed to create accurate polygons, therefore evaluate the existing line for clearance violations

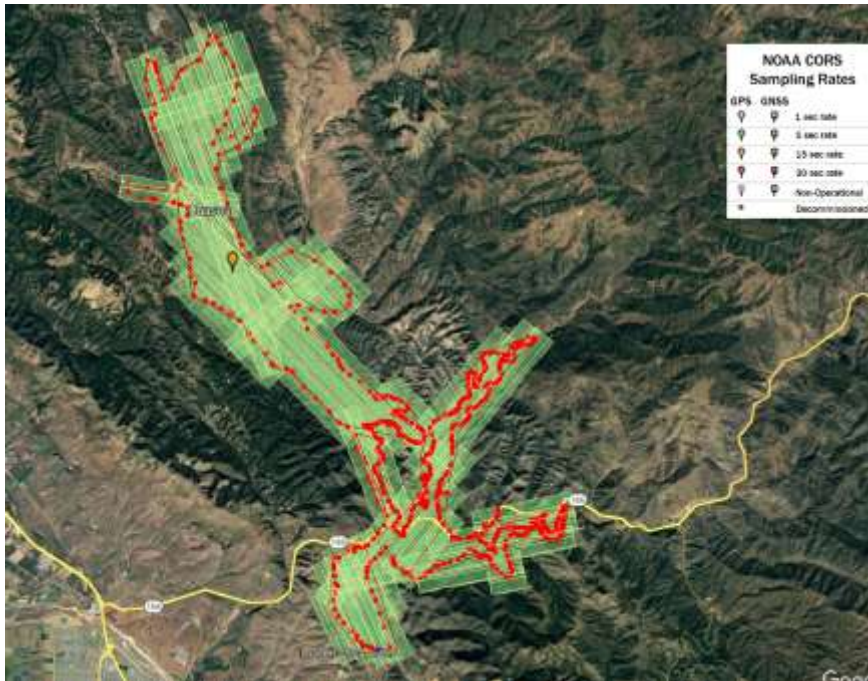


### 3. Delivery

The products to be delivered are:

1. LAS file with ground classification only
2. DEM in Geotiff format

Our Project Manager will keep you informed of the progress of the project. A Final Project Report will be compiled and delivered by the Project Manager. Lidar America Inc, will be the sole and exclusive owner of all right, title and interest in and to the work materials and deliverables until Lidar America Inc receives full and final payment of all invoices for performance of the services and delivery of the deliverables. When payment in full has been made, the Customer will have such rights, title, and interest in and to the work materials and deliverables. To the extent that the work materials and deliverables are considered public domain information, Lidar America Inc will retain all rights to utilize the work materials and/or deliverables in its business practices, without restriction. To the extent that the work materials and deliverables are not considered public domain information.



Flight plan



### 3.1. Quality Control Program

QA Checklist	
<b>PRE-ACQUISITION</b> <b>REVIEW:</b> These checks are to make sure flight planning is done according to the contractual requirements.	<ul style="list-style-type: none"> <li>✓ Project boundaries</li> <li>✓ Flight plan</li> <li>✓ Sensor settings</li> <li>✓ Weather conditions</li> <li>✓ Survey plan</li> <li>✓ Base station location</li> </ul>
<b>DATA ACQUISITION</b> <b>REVIEW:</b> These checks are to make sure that the contractor collected the data according to the contractual requirements.	<ul style="list-style-type: none"> <li>✓ Nominal pulse Spacing</li> <li>✓ Intensity values</li> <li>✓ Data voids</li> <li>✓ Scan angle</li> <li>✓ Swath overlap</li> <li>✓ Sensor anomalies</li> </ul>
<b>DATA CALIBRATION</b> <b>REVIEW:</b> These checks are to ensure that the data meets the contractual accuracy requirements.	<ul style="list-style-type: none"> <li>✓ GPS-IMU accuracy review</li> <li>✓ Vertical accuracy</li> <li>✓ Relative accuracy</li> </ul>
<b>SURFACE QUALITY</b> <b>REVIEW:</b> These checks are to ensure that the lidar point cloud is classified in accordance with contractual requirements.	<ul style="list-style-type: none"> <li>✓ Misclassification</li> <li>✓ Noise</li> <li>✓ Artifacts</li> <li>✓ Surface consistency</li> </ul>
<b>DATA COMPLETENESS and FORMATING</b> <b>REVIEW:</b> These checks are to ensure that all the products listed in the contract are delivered, that they are in the right formats, and that they completely cover the project area.	<ul style="list-style-type: none"> <li>✓ Delivery layout</li> <li>✓ LAS format</li> <li>✓ Classification levels</li> <li>✓ GPS time</li> <li>✓ Horizontal datum</li> <li>✓ Vertical datum</li> <li>✓ Units</li> <li>✓ Coverage checks of deliverables</li> <li>✓ Deliverables</li> <li>✓ DEM format and resolution</li> <li>✓ Metadata</li> </ul>

**Quality Control Process/Accuracy Standards:**

Quality control Process happen in different stages, every procedure in our methodology has been established to comply with the Lidar Base Specification, Chapter 4 of Section B, U.S. Geological Survey Standards, Book 11, Collection and Delineation of Spatial Data. Accuracy, and Quality verifications steps are in place with a check list right after downloading data, during postprocessing data, while tiling all data, and so on, until final integration is done. Even after final delivery is ready, a final random tile selection is tested to ensure that the final Lidar data products meets the criteria set out in the project plan.





#### 4. Project's Acquisition schedule

		Time Line																
Days		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Activity																		
Approval and advance		█																
Preparation		█	█	█														
Mobilization					█													
GCP						█												
Base station							█											
Aerial Acquisition							█	█										
Processing								█	█	█	█	█	█					
Classification													█	█	█	█		
DEM generation																	█	█

#### 5. 2018 Dataset Analysis schedule

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
2018 Data reception	█	█																
2018 Data review			█	█														
2018 Data Analysis					█	█												
2018 Data Adjutments							█	█	█	█	█	█	█					
2018 Data output														█	█	█		
2018 DEM Generation																	█	█

#### 6. 2024 vs 2018 Sediment Analysis schedule.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Software preparation	█	█															
Data import			█	█													
Running analysis					█	█	█	█	█	█	█	█					
Report preparation												█	█	█			
Report delivery																█	█



## 7. Pricing

Proposed Pricing: Acquisition of Lidar Data over Twitchell Reservoir	
<b>LIDAR</b>	<b>\$ 27,877.50</b>
Base station	\$ 1,200.00
Classification and DEM generation	\$ 3,075.00
Crew Mobilization	\$ 1,350.00
Crew Accommodation	\$ 1,160.00
Crew Per diem	\$ 900.00
Project Manager	\$ 2,088.00
<b>Subtotal</b>	<b>\$ 37,650.50</b>
<b>Volumetric Sediment Calculation and Report</b>	<b>\$ 4,850.00</b>
<b>Total</b>	<b>\$ 42,500.50</b>

### Terms & Conditions:

<p><u>Payment Method</u></p> <ul style="list-style-type: none"> <li>✓ <u>50% Non-refundable Retainer due for operational expenses.</u></li> <li>✓ <u>20% payment after acquisition.</u></li> <li>✓ <u>15% for product review.</u></li> <li>✓ <u>15% upon delivery.</u></li> <li>✓ <u>Firm Fixed Price Contract</u></li> <li>✓ <u>Electronic payments accepted.</u></li> <li>✓ <u>This price includes all expenses related to the project, not just wages.</u></li> </ul>
<p><u>Client responsibility and possible additional expenses</u></p> <ul style="list-style-type: none"> <li>✓ <u>Client is responsible for obtaining access permits to the areas of interest.</u></li> <li>✓ <u>Client is responsible for providing LIDAR and/or DEM 2018 dataset. (Lidar America can assist)</u></li> <li>✓ <u>Stand-by day cost is \$2,500.00.</u></li> <li>✓ <u>Data acquisition is not possible when there is water in the reservoir.</u></li> </ul>



## 8. Other Resources

### 8.1. Remote sensing equipment

#### Lidar Equipment



Optech Gemini and Optech Aquarius The ALTM Gemini laser aerial mapping system incorporates a multi-pulse technology that allows users to double conventional operating altitudes without compromising data density. With a sampling rate of nearly 170,000 pulses per second and the latest in hermetic coupling inertial technology, the ALT Gemini maximizes efficiency in ground mapping data collection.

In addition, Lidar America has the ALTM Aquarius (green laser), which is a solution for coastal mapping and shallow water bodies, which is 100% compatible with the ALTM system. When working together, both sensors allow simultaneous capture of terrain measurements and shallow bathymetry, creating a dataset that incorporates the land-water interface. This system is fully integrated with Phase One camera, it is a fantastic tool for better georectification than aerodynamic triangulation.

#### 150MP Phase One camera



The iXM-RS150F enables increased productivity for a wide range of aerial imaging projects, providing wider air coverage compared to previous generations of Phase One. Some key features include:

- 150MP image size
- Combined NIR and RGB 4-band (RGBN)
- Extensive air coverage
- RGB and Achromatic
- Suitable for oblique and Lidar systems

The iXM-RS150F offers wider aerial coverage while maintaining a high ground sample distance (GSD), provided by its new sensor, and was designed specifically for mapping applications.

With the iXM-RS150F, area coverage is increased by 89% compared to 80MP, and by 26% compared to 100MP, while width coverage is increased by 38% and 12%, producing fewer flight lines and much higher aerial lift productivity. We are delighted to offer this high-end camera as the main digital camera for this project.

### LiAir X3 (UAV)

The X3 system is a high-performance unit that has a new design that integrates lightweight LiDAR, self-developed inertial navigation, a high-resolution mapping camera and on-board computer systems that provide new levels of efficiency. When used with high-precision control points, it forms a complete solution that provides real-time 3D data throughout the day, efficiently capturing the details of complex structures and offering highly accurate reconstructed models.

Generate models of real colored dot clouds in real time.



### AIRCRAFTS

#### Cessnas

The Cessna TU206-A and 205 are reliable and efficient aircraft widely regarded as workhorses of the industry. Lidar America's aircraft are large enough to carry a wide range of equipment and provide an extremely stable surveying platform, without incurring the expenses associated with multi-engine or turbine aircraft of the same size. The aircraft are professionally maintained well beyond FAA airworthiness standards.

#### Available aircraft



<i>Registration number</i>	<b>N8438Z</b>	<b>N4951F</b>
<i>Maker</i>	Cessna	Cessna
<i>Model</i>	210-5 (205)	TU206-A
<i>A year</i>	1963	1966
<i>Serial Number</i>	2050438	Sub-206-0651
<i>Capacity</i>	6	6
<i>Location</i>	Fullerton, CA	

## 8.2. Other Resources SW

Equipment List		
LIDAR Working Stations	Microstation Terrasolid suite	8
Imaging Working stations NDVI	Arcmap	8
Spectra Precision	Hemisphere	6
Imagery Rectification	Erdas	8
Imagery Triangulation stations	KTL Aerial Triangulation system	4
Orthophoto generation	KLT Project Ortho	4
Vehicle	Dodge Ram	1
Quad ATV	Yamaha	1
Aircraft	Cessna TU206A	2
Camera RGB-IR	Phase One iXM-RS150F	1
Lens	IR	1
Lens	RGB	1
LIDAR	ALTM Gemini	2
IMU	LN200	1

Processing			
	Item Name/Model or Version	#	Remarks
Hardware/ Software	Optech LMS Pro LiDAR Processing	2	Processing workflow tool designed specifically for high-volume production processing. From automated lidar calibration to extensive geodetic conversions, accuracy reporting, and parallel processing, Teledyne Optech LMS Standard is fully designed for lidar survey production.
	ALTM-NAV	2	Mission planning, project cost and quality control package that is an ideal complement to the Optech ALTM
	Applanix POS PAC	2	
	GeoCue	7	
	Optech LMS & LMS Pro Survey Suite	2	<b>Post-processing of ALTM derived LiDAR data— includes classification/filtering functions</b>
	Spectra TerraModel	7	<b>Used to review and analysis of 3-D DTM data planning projects (e.g. LiDAR or terrestrial laser acquired data - CYRAX)</b>
	Terra Solid TerraModeler	7	<b>MicroStation-based software for classification and manipulation of LiDAR data (or general DTM information)</b>
	Terra Solid TerraScan	7	
	Global Mapper	7	
	<b>CADD (TerraModel)</b>	<b>2</b>	



## IMAGERY SOFTWARE

Name	Usage	Technical Specifications
IMAGINE Photogrammetry Suite	Triangulation and Orthorectification	Comprehensive photogrammetric application capable of Aero-Triangulation, autocorrelation and filtering of DEMs and rectification of orthoimagery
ERDAS Imagine	Image Processing	Remote sensing application that allows for manipulation of data values and positions. Used for image processing tasks, feature extraction, filtering, and quality control
ERDAS ER Mapper	Image Processing	Image processing software used for mosaicking, color-balancing, compression and other image data processes

<b>ESRI ArcGIS</b>	<b>Data Management</b>	<b>Management and tracking of spatial (image) data, GIS data production and metadata generation</b>
<b>Global Mapper</b>	Image/Dem Processing	<b>Multi-functional GIS software capable of various capabilities related to manipulation of imagery, DEMs and vector data sources</b>
<b>Adobe Photoshop</b>	<b>Image Processing</b>	<b>Aesthetic edits for final image products, used to make local adjustments within mosaicked images and batch radiometric enhancements</b>



## STAFF REPORT

**TO:** SMVWCD Twitchell Operations Committee  
**FROM:** Carol Thomas-Keefer, Interim General Manager  
**DATE:** April 18, 2024  
**RE:** Records Relocation

---

### **Background:**

As discussed by the Twitchell Operations Committee recently, the transition to new staffing is prompting a clean-up and possible reorganization of district facilities, including document storage at the dam. The TOC has recommended that the District records currently stored at the dam facilities should be relocated to a secure location in town – either within the District office or another suitable location.

### **Recommendation:**

The Board should consider authorizing the relocation of records currently stored at the dam facilities to a secure and suitable location, such as the District office if there is sufficient room, or a rented storage space or other location.

### **Fiscal Impact:**

The cost to relocate records could include moving and transportation costs, depending on the volume of records to be moved, as well as ongoing monthly storage or office rental costs, if additional space is needed. Space rental costs, if needed, could be as much as \$2,500 per year, depending on size and facility; relocation costs (movers and/or van rental) could be \$200 to \$1,000, depending on the services needed and volume of records.

## STAFF REPORT

**TO:** SMVWCD Board of Directors  
**FROM:** Carol Thomas-Keefer, Interim General Manager  
**DATE:** April 18, 2024  
**RE:** Site Clean-up and Disposal Services

---

### Background

As the District prepares to transition to a new, full-time dam tender, the Board has indicated that its properties at the dam should be cleaned out and readied for use. Additionally, the District is currently developing a policy indicating that any property or equipment not owned by the District or specifically authorized for storage on District property should be identified for removal. Based on discussion at the Twitchell Operations Committee on April 11, the District should consider organizing a clean-up of District property, beginning with an inventory and owner identification of all vehicles and equipment stored at District facilities. As part of the site clean-up, contractor services for roll-off bins, hauling and site clean-up would likely be needed. Staff is currently working to obtain cost estimates from three local contractors. Additional information may be available for discussion at the Board meeting. Cost estimates for clean-up services below \$5,000 could also be authorized by the General Manager.

### Fiscal Impact:

The cost for clean-up services has not yet been determined and is an unbudgeted expense for the 2023-24 fiscal year.

### Recommendation:

The Board should consider proposals or cost estimates obtained for site clean up at the dam facilities or consider authorizing the General Manager to procure such services if below \$5,000.