



LAS VIRGENES MUNICIPAL WATER DISTRICT
4232 Las Virgenes Road, Calabasas, CA 91302

AGENDA
REGULAR MEETING

Members of the public wishing to address the Board of Directors are advised that a statement of Public Comment Protocols is available from the Clerk of the Board. Prior to speaking, each speaker is asked to review these protocols and **MUST** complete a speakers' card and hand it to the Clerk of the Board. Speakers will be recognized in the order cards are received.

The **Public Comments** agenda item is presented to allow the public to address the Board on matters not on the agenda. The public may present comments on any agenda item at the time the item is called upon for discussion.

Materials prepared by the District in connection with subject matter on the agenda are available for public inspection at 4232 Las Virgenes Road, Calabasas, CA 91302. Materials prepared by the District and distributed to the Board during this meeting are available for public inspection at the meeting or as soon thereafter as possible. Materials presented to the Board by the public will be maintained as part of the records of these proceedings and are available upon written request to the Clerk of the Board.

5:00 PM

June 12, 2018

PLEDGE OF ALLEGIANCE

- 1 **CALL TO ORDER AND ROLL CALL**
- 2 **APPROVAL OF AGENDA**
- 3 **PUBLIC COMMENTS**

Members of the public may now address the Board of Directors **ON MATTERS NOT APPEARING ON THE AGENDA**, but within the jurisdiction of the Board. No action shall be taken on any matter not appearing on the agenda unless authorized by Subdivision (b) of Government Code Section 54954.2

4 **CONSENT CALENDAR**

A **List of Demands: June 12, 2018 (Pg. 5)**

Ratify

B **Minutes: Regular Meeting of May 22, 2018 (Pg. 42)**

Approve

C **Directors' Per Diem: May 2018 (Pg. 52)**

Ratify

D **Monthly Cash and Investment Report - April 2018 (Pg. 58)**

Receive and file the monthly cash and investment report for April 2018.

E **Water Utility Boxes and Covers: Award of Bid (Pg. 69)**

Accept the bid from Dangelo Co. and authorize the General Manager to issue a one-year purchase order, in the amount of \$68,427.65, with four one-year renewal options.

F **Claim by Indian Hills Mobile Home Village et al. (Pg. 75)**

Deny nine claims from the Indian Hills Mobile Home Village and residents.

G **Renewal of Dog Park Agreement with the City of Calabasas (Pg. 146)**

Execute an Agreement for the Management of a Dog Park on Water District Property with the City of Calabasas, in the amount of \$1.00 annually, with expiration of a 5-year term on September 30, 2023.

5 **ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS**

A **Legislative and Regulatory Updates (Pg. 153)**

B **Water Supply Conditions Update (Pg. 154)**

C **Las Virgenes Municipal Water District Comprehensive Water Conservation Plan, Fiscal Years 2018-20 (Pg. 156)**

Receive and file the Comprehensive Water Conservation Plan (CWCP) for Fiscal Years 2018-20, and provide feedback to staff for potential refinements to the CWCP.

6 **TREASURER**

7 **GENERAL MANAGER**

A **Unrepresented Employees Compensation (Pg. 171)**

Authorize the General Manager to execute revisions to the Management Handbook and to implement a 3.50% increase to base salaries for unrepresented employees.

8 **FINANCE AND ADMINISTRATION**

A **Approval of Memorandums of Understanding with Management and the**

Supervisor, Professional and Confidential Units: June 1, 2018 through December 31, 2018 (Pg. 201)

Authorize the General Manager to execute Memorandums of Understanding with the Management Unit and Supervisor, Professional & Confidential Unit for a term of June 1, 2018 through December 31,2018.

9 **RESOURCE CONSERVATION AND PUBLIC OUTREACH**

A **State Water Supply Infrastructure, Water Conveyance, Ecosystem and Watershed Protection and Restoration and Drinking Water Protection Act of 2018 (Pg. 246)**

Receive an oral presentation and direct staff to return to the Board with a resolution supporting the State Water Supply Infrastructure, Water Conveyance, Ecosystem and Watershed Protection and Restoration and Drinking Water Protection Act of 2018.

10 **NON-ACTION ITEMS**

A **Organization Reports**

(1) MWD Representative Report/Agenda(s) **(Pg. 301)**

(2) Other

B **Director's Reports on Outside Meetings**

C **General Manager Reports**

(1) General Business

(2) Follow-Up Items

D **Director's Comments**

11 **FUTURE AGENDA ITEMS**

12 **PUBLIC COMMENTS**

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13 **CLOSED SESSION**

A **Public Employee Performance Evaluation (Government Code Section 54957):**

Title: General Manager

B Conference with Labor Negotiators (Government Code Section 54957.6):

Agency Designated Representatives: Las Virgenes Municipal Water
District Board of Directors

Unrepresented employee: General Manager

14 OPEN SESSION AND ADJOURNMENT

Pursuant to Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and applicable federal rules and regulations, requests for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting, should be made to the Executive Assistant/Clerk of the Board in advance of the meeting to ensure availability of the requested service or accommodation. Notices, agendas, and public documents related to the Board meetings can be made available in appropriate alternative format upon request.

LAS VIRGENES MUNICIPAL WATER DISTRICT

To: LEE RENGER, TREASURER

Payments for Board Meeting of: June 12, 2018

Deputy Treasurer has verified that all checks and wire transfers were issued in conformance with LVMWD Administrative Code Section 2-6.203.

Wells Fargo Bank A/C No. 4806-994448

Checks Nos. 78961 through 79136 were issued in the total amount of \$ 658,208.43

Payments through wire transfers as follows:

5/31/2018 Metropolitan Water District Payment for water deliveries in the month of March 2018 \$ 465,782.53
Sub-Total Wires \$ 465,782.53

Total Payments \$ 1,123,990.96

(Reference is hereby to these demands on file in the District's Check Register and by this reference the same is incorporated herein and made a part hereof.)

**CHECK LISTING FOR BOARD MEETING
06/12/18**

Company Name	Company No.	Check No. 78961 thru 779043 05/22/18	Amount	Check No. 79044 thru 79099 05/29/18	Amount	Check No. 79100 thru 79136 06/05/18	Amount	Total
Potable Water Operations	101	8,748.92		26,945.57		57,277.21		92,971.70
Recycled Water Operations	102							-
Sanitation Operations	130	68,010.32		259.31		85.09		68,354.72
Potable Water Construction	201			5,968.41				5,968.41
Water Conservation Construction	203							
Sani- Construction	230							
Potable Water Replacement	301	26,685.74		1,757.80				28,443.54
Reclaimed Water Replace	302							
Sanitation Replacement	330							
Internal Service	701	106,286.29		63,854.14		23,459.31		193,599.74
JPA Operations	751	125,393.43		35,871.50		26,666.13		187,931.06
JPA Construction	752							
JPA Replacement	754	63,021.53		18,034.50				81,056.03
Total Printed		398,146.23		152,691.23		107,487.74		658,325.20
Voided Checks/ payment stopped:								
#78874	701	(116.77)						(116.77)
Total Voids		(116.77)						(116.77)
Net Total		398,029.46		152,691.23		107,487.74		658,208.43



MWD
METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA
 700 North Alameda Street
 Los Angeles, CA, 90012-2944

INVOICE

Billed To:
 Las Virgenes Municipal Water District



Service Address
 4232 Las Virgenes Road
 Calabasas, CA 91302

March 2018	Page No. 1 of 1
Mailed: 04/10/2018	Due Date: 05/31/2018
Invoice Number: 9327	Revision: 0

NOTICE

The MWD Administrative Code Section 4507 and 4508 require that payment must be made in "Good Funds" by the due date or the payment will be considered delinquent and an additional charge shall be assessed.

DELIVERIES	Volume (AF)
Total Water Treated Delivered	309.7
Total Water Untreated Delivered	

SALES	Type	Volume (AF)	Rate (\$ /AF)	Total (\$)
Full Service	Tier 1 Supply Rate	309.7	\$209.00	\$64,727.30
	System Access Rate	309.7	\$299.00	\$92,600.30
	Water Stewardship Rate	309.7	\$55.00	\$17,033.50
	System Power Rate	309.7	\$132.00	\$40,880.40
	Treatment Surcharge	309.7	\$320.00	\$99,104.00
	SUBTOTAL			\$314,345.50

OTHER CHARGES AND CREDITS	Rate (\$ /AF)
Capacity Charge(Payment Schedule: M)	\$33,422.50
Readiness To Serve Charge(Payment Schedule: M)	\$118,014.53
SUBTOTAL	\$151,437.03

ADDITIONAL INFORMATION	Volume (AF)	Tier1 %	Peak Day	Flow (CFS)
Capacity Charge			5/30/2014	46.1
Purchase Order Firm Delivery To Date (Jan 2015 to Dec 2024)	61,046.9			
Tier 1 Annual Limit (For Current Calendar Year)	24,359.0			
Tier 1 YTD Deliveries (For Current Calendar Year)	2,693.0	11.1		
Tier 1 Current Month Deliveries	309.7			
Purchase Order Commitment (Jan 2015 to Dec 2024)	162,390.0			

INVOICE TOTAL	Volume AF	Amount Now Due
	309.7	\$465,782.53

Note: Amount Due is based on highlighted fields

PAID
wired @ 5/31/18 JC

Approved for Payment

 David R. Lippman 4/11/18

David R. Lippman 04/20/18

Batch Number - 262684

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
78961	05/22/18	17361	ACCURATE FIRSTAID SERVICES	HQ FIRSTAID SUPPLIES	PV	158134	001	00701	212.76	B-1683
78962	05/22/18	2317	ACORN NEWSPAPER	DISPLAY ADS-4/5 & 4/19	PV	158169	001	00751	177.84	870105/043018
78963	05/22/18	3836	ADDICTION MEDICINE CONSULTANTS, INC.	PaymentAmount 2/8/18 DOT RANDOM TSTG	PV	158121	001	00701	60.00	1001
78964	05/22/18	3077	AIRGAS USA, LLC	PaymentAmount MAY'18 CYLINDER RENT 10 LG LATEX GLOVES	PV	158175	001	00701	1,021.49	9953336168
78965	05/22/18	19993	ALEXANDER'S CONTRACT SERVICES, INC.	PaymentAmount 4/2--4/27/18 MTR READS	PV	157985	001	00701	16,258.53	101642
78966	05/22/18	20695	AT&T	PaymentAmount SRV 5/5--6/4/18 SRV 5/5--6/4/18 SRV 5/5--6/4/18 SRV	PV	158096	001	00101	9.34-	0051/050518
00					PV	158096	002	00101	32.55-	0051/050518
					PV	158096	003	00101	147.40	0051/050518
					PV	158096	004	00101	162.27	0051/050518

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Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty Number	Key Item Co	Amount	Invoice Number
	5/5-6/4/18							
	SRV				PV 158096	005 00101	1,563.08	0051/050518
	5/5-6/4/18							
	SRV				PV 158096	006 00101	711.83-	0051/050518
	5/5-6/4/18							
	SRV				PV 158096	007 00101	147.40	0051/050518
	5/5-6/4/18							
	SRV				PV 158096	008 00101	52.24	0051/050518
	5/5-6/4/18							
	SRV				PV 158096	009 00101	27.85-	0051/050518
	5/5-6/4/18							
	SRV				PV 158096	010 00101	147.40	0051/050518
	5/5-6/4/18							
	SRV				PV 158096	016 00101	147.40	0051/050518
	5/5-6/4/18							
	SRV				PV 158096	017 00101	147.40	0051/050518
	5/5-6/4/18							
	SRV				PV 158096	018 00101	147.40	0051/050518
	5/5-6/4/18							
	SRV				PV 158096	021 00101	147.40	0051/050518
	5/5-6/4/18							
	SRV				PV 158096	023 00101	147.40	0051/050518
	5/5-6/4/18							
	SRV				PV 158096	024 00101	147.40	0051/050518
	5/5-6/4/18							
	SRV				PV 158096	026 00101	147.40	0051/050518
	5/5-6/4/18							
	SRV				PV 158096	027 00101	73.70	0051/050518
	5/5-6/4/18							
	SRV				PV 158096	028 00101	73.70	0051/050518
	5/5-6/4/18							
	Payment Amount						2,617.42	
76967	05/22/18	2869	AT&T		PV 158106	001 00130	100.68	2220/040718
	4/7-5/6/18							
	SRV				PV 158107	001 00130	100.68	2220/050718
	5/7-6/6/18							
	SRV				PV 158108	001 00701	791.94	9268/050518
	5/5-6/4/18							
	SRV				PV 158109	001 00701	789.51	9065/050518
	5/5-6/4/18							
	SRV				PV 158110	001 00101	159.28	9054/050518

Batch Number - 262684

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	TY	Document Number	Key	Invoice Number	Amount
				5/5-6/4/18					
				SRV	PV	158111	001 00101	0124/050718	33.12
				5/7-6/6/18					
				SRV	PV	158112	001 00101	0123/050718	67.26
				5/7-6/6/18					
				SRV	PV	158113	001 00101	2045/050718	201.36
				5/7-6/6/18					
				SRV	PV	158114	001 00101	2043/050718	406.76
				5/7-6/6/18					
				Payment Amount					2,650.59
78968	05/22/18	20424	AT&T	RLV CO-GEN	PV	158198	001 00751	5778/051018	49.12
				DSL					
				5/11-6/10/18					
				Payment Amount					49.12
78969	05/22/18	9631	AT&T LONG DISTANCE	LONG DIST	PV	158159	001 00701	806368136/050418	54.23
				4/1-5/1/18					
				LONG DIST	PV	158159	002 00701	806368136/050418	8.84
				4/1-5/1/18					
				LONG DIST	PV	158159	003 00701	806368136/050418	1.09
				4/1-5/1/18					
				LONG DIST	PV	158159	004 00701	806368136/050418	8.19
				4/1-5/1/18					
				LONG DIST	PV	158159	005 00701	806368136/050418	2.40
				4/1-5/1/18					
				LONG DIST	PV	158159	006 00701	806368136/050418	17.66
				4/1-5/1/18					
				Payment Amount					92.41
78970	05/22/18	18971	BDP INDUSTRIES INC.	PRPRTNL	PV	157986	001 00701	9899	4,742.30
				VALVE&ELC MDL					
				Payment Amount					4,742.30
78971	05/22/18	18893	BILLTRUST	ONLN/FISERVA	PV	157987	001 00701	182691	3,038.70
				PR'18					
				Payment Amount					3,038.70
78972	05/22/18	18080	BOOT BARN INC.	SFTY	PV	158160	001 00701	IVC0134989	397.44
				FTWEAR-JB/AK					
				SFTY	PV	158161	001 00701	IVC0136144	167.52
				FTWEAR-OLINGE R					
				Payment Amount					564.96
78973	05/22/18	18859	CALABASAS	EASEMENT-6"	PV	158142	001 00101	APN-2069-011-	1.00

Batch Number - 262684

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Ifm Co	Amount	Invoice Number
			BLUE LLC	DC & 10" MTR					019
				Payment Amount				1.00	
76974	05/22/18	2964	CA DEPARTMENT OF TAX&FEE ADMINISTRATIO N	SALES/USE TAX-APR'18	PV	158197	001 00701	1,041.00	097-817885/04 3018
				Payment Amount				1,041.00	
76975	05/22/18	16739	CALIFORNIA HAZARDOUS SERVICES, INC.	MAY'18 OP SITE VISIT	PV	158132	001 00701	105.00	62728
				Payment Amount				105.00	
76976	05/22/18	16533	CALIFORNIA LUTHERAN UNIVERSITY (CLU)	4 SUPV SKILLS TRNG	PV	158120	001 00701	1,580.00	LVMWDS01
				Payment Amount				1,580.00	
76977	05/22/18	20872	CANDU GRAPHICS	BARRYMORE PR CNTCT DOCS	PV	158122	001 00701	151.54	72478
				Payment Amount				151.54	
76978	05/22/18	18107	CAROLLO ENGINEERING, INC	P/E 4/30 PURE WTR DEMO	PV	158174	001 00701	22,168.68	0167006
				Payment Amount				22,168.68	
76979	05/22/18	18860	CHEMTREAT, INC.	MAY'18 WTR TRMNT	PV	158133	001 00701	607.68	2594915
				Payment Amount				607.68	
76980	05/22/18	2536	CITY OF LOS ANGELES	PMT#6-ASSSC 17/18 O&M	PV	158167	001 00130	36,917.00	74WP170000116 #6
				Payment Amount				36,917.00	
				PMT#6-ASSSC 17/18 CAP	PV	158168	001 00130	29,893.00	74WP170000117 #6
				Payment Amount				29,893.00	
76981	05/22/18	2557	COMBAT FIRE PROTECTION	FIRE EXT CERT-P/S,RLV, OPS	PV	158123	001 00101	34.00	37493
				Payment Amount				34.00	
				FIRE EXT CERT-P/S,RLV, OPS	PV	158123	002 00101	25.50	37493
				Payment Amount				25.50	
				FIRE EXT CERT-P/S,RLV, OPS	PV	158123	003 00101	51.00	37493
				Payment Amount				51.00	

Batch Number - 262684

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
78982	05/22/18	2547	COUNTY SANITATION DISTRICTS OF LA COUNTY	TAPIAAPR GRIT HAULING	PV	158189	001	00751	485.01	48892/043018
Payment Amount 110.50										
78983	05/22/18	20833	CPS HR CONSULTING	P/E 4/14/18 COMP STDY CLASS STUDY-CO#1	PV	158130	001	00701	4,625.00	INV359269
Payment Amount 485.01										
78984	05/22/18	21012	DCH FORD OF THOUSAND OAKS	VEH#904 ELEC RPRS VEH#904 ELEC RPRS	PV	158117	001	00701	542.81	813790
Payment Amount 11,385.00										
78985	05/22/18	19033	DENOVO VENTURES, LLC	JUN'18 DIST RCVRY	PV	158078	001	00701	4,592.00	51505
Payment Amount 1,122.81										
78986	05/22/18	11330	DIAL SECURITY	5/18 IT RM SEC SVC 5/18 HQ SEC SVC 5/18 HQ LBBY SEC SVC 5/18 TAPIA SEC SVC 5/18 RLV SEC SVC 5/18 RLV FARM SEC SVC 5/18 WLK SEC SVC 5/18 WLK PS SEC SVC	PV	158064	001	00701	57.00	324579
Payment Amount 4,592.00										
					PV	158065	001	00701	230.00	324573
					PV	158066	001	00701	50.00	324580
					PV	158067	001	00701	45.00	324574
					PV	158068	001	00701	80.00	324575
					PV	158069	001	00701	35.00	324576
					PV	158070	001	00701	70.00	324577
					PV	158071	001	00701	35.00	324578
Payment Amount 602.00										
78987	05/22/18	8612	DURHAM SCHOOL SERVICES	4/25/18 TAKE DTR/SON EVENT	PV	158163	001	00701	411.28	91559457
Payment Amount 411.28										
78988	05/22/18	18111	ELECSYS INTERNATIONAL	JUN'18 MTR DVC MAINT	PV	158176	001	00701	310.00	0000000001766
Payment Amount 310.00										

Batch Number - 262684
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Iltm	Key Co	Amount	Invoice Number
CORPORATION										
78989	05/22/18	18441	EMPLOYEE RELATIONS NETWORK	Payment Amount PRE EMPLOYMNET BCKGRD	PV	158119	001	00701	310.00 229.35	81951
78990	05/22/18	8923	ENVIRONMENTAL EXPRESS, INC.	Payment Amount PTFE VALVE	PV	158162	001	00701	126.96	1000506875
78991	05/22/18	2658	FEDERAL EXPRESS CORP	Payment Amount PKG DLVRD 5/4-USBR 2 PKGS DELIVERED 4/26/18 2 PKGS DELIVERED 4/26/18	PV	158116	001	00701	126.96 23.70 266.19 28.54	6-178-92481 6-171-11931 6-171-11931
78992	05/22/18	19397	FIRST CHOICE SERVICES	Payment Amount TAPIA COFFEE SUPPLIES-APR RLV COFFEE SUPPLIES-APR OPS COFFEE SUPPLIES-APR HQ COFFEE SUPPLIES-APR WLK COFFEE SUPPLIES-APR WLK COFFEE SUPPLIES-APR	PV	158072	001	00701	318.43 105.72 44.03 57.05 31.16 58.27 27.18	303761 303760 303759 303758 303658 304260
78993	05/22/18	6770	G.I. INDUSTRIES	Payment Amount 4/16-4/30/18 SHOP DISP 4/16-4/30/18 TAPIA RAGS DISP	PV	158115	001	00701	323.41 537.00 503.63	2853981-0283-7 2529671-0283-8
All Payee 6771 G.I. INDUSTRIES P. O. BOX 541065 LOS ANGELES CA 90054-1065									Payment Amount	1,040.63

Batch Number - 262684

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key itm	Key Co	Amount	Invoice Number
78994	05/22/18	20970	GARDA CL WEST, INC.	5/18 ARMORED TRNSP SVC Payment Amount	PV	158190	001	00701	294.84	10394856
78995	05/22/18	2701	GRAINGER, INC.	PAINT & TAPE Payment Amount	PV	158192	001	00701	421.39	9761482281
			All Payee							
			5453 GRAINGER, INC. DEPT 805178142 PALATINE IL 60038-0001							
78996	05/22/18	19548	GRM INFORMATION MANAGEMENT SERVICES-CA	Payment Amount MAY'18 RECORDS STORAGE	PV	158128	001	00701	143.02	0357917
			All Payee							
			6442 HACH COMPANY 2207 COLLECTIONS CENTER DR CHICAGO IL 60693							
78997	05/22/18	2705	HACH COMPANY	Payment Amount MAY'18 RECORDS STORAGE	PV	158129	001	00701	316.32	0357918
			All Payee							
			6442 HACH COMPANY 2207 COLLECTIONS CENTER DR CHICAGO IL 60693							
78998	05/22/18	2727	IDEXX LABORATORIES	Payment Amount QUANTI TRAY/VESSEL RACK	PV	158155	001	00701	1,874.27	3030498919
			All Payee							
			6447 IDEXX LABORATORIES P. O. BOX 101327 ATLANTA GA 30392-1327							
78999	05/22/18	10102	INFOSEND INC.	Payment Amount APR'18 BILL PMT/MLNG	PV	157988	001	00701	9,226.85	136256
			All Payee							
			6777 CAL-COAST MACHINERY	Payment Amount TRACTOR OIL & COOLANT	PV	158164	001	00751	131.43	474162
			All Payee							
			7133 JOHN DEERE FINANCIAL PO BOX 4450 CAROL STREAM IL 60197-4450							

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Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
79001	05/22/18	20814	KEH & ASSOCIATES, INC.	P/E 3/31-PRJ LIST DEVEL	PV	157980	001	00701	4,838.50	LV011705
79002	05/22/18	15749	LAWRENCE ROLL-UP DOORS, INC.	Payment Amount RPR 2 DOORS METER SHOP	PV	158141	001	00701	993.00	1858241
79003	05/22/18	19396	JAY LEWITT	Payment Amount EXP-ACWA CONF 5/8-11	PV	158196	001	00701	1,037.24	051118
79004	05/22/18	2789	LIEBERT CASSIDY WHITMORE	Payment Amount P/E 3/31/18 NEGTN	PV	158085	001	00701	1,633.00	1456934
79005	05/22/18	3483	DAVID LIPPMAN	Payment Amount CELL PHN EXP 4/4-5/3/18	PV	158166	001	00701	100.00	7898/050318
79006	05/22/18	2590	LOS ANGELES DAILY NEWS	Payment Amount AD-EARTH DAY 4/12	PV	158080	001	00101	1,315.00	0000380180
79007	05/22/18	2814	MCMMASTER-CARR SUPPLY CO	Payment Amount 2" PIPE NIPPLE	PV	158081	001	00751	27.63	61561466
				BSHNGS/TIE DOWN STRAPS	PV	158082	001	00101	51.42	61805396
				BSHNGS/TIE DOWN STRAPS	PV	158082	002	00101	143.62	61805396
				SS ELBOWS/CAPS	PV	158137	001	00751	50.84	62170068
				TAPIA BARSCREEN PARTS	PV	158157	001	00751	43.43	61873947
				Alt Payee MC MASTER-CARR P. O. BOX 7690 CHICAGO IL 60680-7690						
				Payment Amount MODIFY GRIP	PV	158144	001	00701	1,680.00	54193
				CPLNGS-TP						
				Payment Amount FHP BELT	PV	158145	001	00701	11.83	4206-888074

Batch Number - 262684
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Item	Co	Key	Amount	Invoice Number
			PARTS	CORNELL P/S	PV	158146	001	00701		28.08	4206-889119
				BLUE DEF-VEH #709							
				Payment Amount						39.91	
79010	05/22/18	16754	NATURAL SURROUNDINGS	MAY'18 FLORAL MAINT	PV	158152	001	00701		235.00	6961
				Payment Amount						235.00	
79011	05/22/18	16372	OLIN CORPORATION - CHLORALKALI	4,946 GAL HYPOCHLORITE	PV	157989	001	00701		3,055.17	2497342
				4,840 GAL HYPOCHLORITE						2,989.69	2501057
				4,936 GAL HYPOCHLORITE						3,188.19	2501791
				4,952 GAL HYPOCHLORITE						3,058.88	2502148
				Payment Amount						12,291.93	
79012	05/22/18	20892	COLEMAN OLINGER	MLG-TNK REHAB MTG 5/9	PV	158138	001	00701		54.45	050918
				Payment Amount						54.45	
79013	05/22/18	20728	OLIVAREZ MADRUGA LEMIEUX & O'NEILL	LEGAL SRV-4/18 RETAINER	PV	158182	001	00701		7,004.73	3612
				LGL SRV-4/18 SP TRANS						2,970.00	3608
				LGL SRV-4/18 LV-HARP						1,497.92	3609
				LGL SRV-4/18 ZUSSER						1,580.18	3610
				LGL SRV-4/18 SD2 V MWD						297.33	3824
				LGL SRV-4/18 SD4 V MWD						7.31	3829
				LGL SRV-4/18 SD5 V MWD						43.35	3832
				Payment Amount						13,400.82	

Batch Number - 262684

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
79014	05/22/18	20988	MARIA OROZCO	MLG-SCPMA-HR CONF 4/18	PV	158139	001 00701	45.13	041818
79015	05/22/18	15824	OUTBACK FOOTWEAR	EXP-IPMA-HR CONF 4/24-27 Payment Amount	PV	158165	001 00701	168.14	042718
79016	05/22/18	18946	PACIFIC ADVANCED CIVIL ENGINEERING, INC.	PRTC F/W-TRIPLETT Payment Amount	PV	158101	001 00701	225.00	34068
79017	05/22/18	12954	POLYDYNE INC.	P/E 4/30 PROCESSAIR UPG Payment Amount	PV	158170	001 00701	24,550.00	1470
79018	05/22/18	2585	PURETEC	44,480 LBS CLARIFLOC Payment Amount	PV	158084	001 00701	42,325.17	1235948
79019	05/22/18	2902	QUINN POWER SYSTEM	5/1-7/31/18 DI RNTL-WLK Payment Amount	PV	158177	001 00701	74.40	1634406
79020	05/22/18	2907	RED WING SHOE COMPANY, INC.	RPR FUEL LEAK L/S2 Payment Amount	PV	158140	001 00130	689.29	WON10009884
79021	05/22/18	20861	RETRO-TEK ENERGY SERVICES, INC.	PRTC F/W-SJRR PRTC F/W-MC/SL Payment Amount	PV	158104	001 00701	341.84	2018041002549
				PMT #3-TWRF/HQ LIGHT UPD Payment Amount	PV	158105	001 00701	450.00	2018051002549
				PMT #3-TWRF/HQ LIGHT UPD Payment Amount	PV	158126	001 00701	28,090.26	10640&1/PMT#3
				PMT #3-TWRF/HQ LIGHT UPD Payment Amount	PV	158126	002 00701	25,471.59	10640&1/PMT#3
				PMT #3-TWRF/HQ LIGHT UPD Payment Amount	PV	158126	004 00701	10,561.22	10640&1/PMT#3
				RTN#3-TWRF/HQ LIGHTG	PD	158127	001 00301	1,404.52	10640&1/RTN#3

Batch Number - 262684

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
79022	05/22/18	17326	RINCON CONSULTANTS, INC.	RTN#3-TWRF/HQ LIGHTG Payment Amount	PD	158127	002	00301	745.52	10640&1/RTN#3
				ANNL TREE	PV	158173	001	00701	40,850.59	4088
				MNTG '17-18					3,828.00	
79023	05/22/18	20583	RT LAWRENCE CORPORATION	Payment Amount LOCKBOX FEES MAR'18	PV	158086	001	00701	3,828.00	42505
79024	05/22/18	16973	SOUTHERN COUNTIES OIL	Payment Amount (4) 5 GAL-VELOCITE 6	PV	158171	001	00701	1,292.36	1134259-IN
				Payment Amount P/E 4/30 ERP CONSLT SRV	PV	158172	001	00701	453.34	
79025	05/22/18	20698	SDI PRESENCE LLC	Payment Amount					453.34	490
			Alt Payee 20936 SDI PRESENCE LLC 29250 NETWORK PLACE CHICAGO IL 60673-1292	Payment Amount LCD CIRCUIT TESTER	PV	158158	001	00701	10,587.50	05021846657
79026	05/22/18	2949	SNAP ON TOOLS	Payment Amount					93.72	
79027	05/22/18	19093	SOLARCITY - AU SOLAR 1 (GS1)	Payment Amount RW P/S-APR'18 SOLAR	PV	158125	001	00701	93.72	7424439
				Payment Amount RW P/S-APR'18 SOLAR	PV	158125	003	00701	18,716.46	7424439
79028	05/22/18	2958	SOUTHERN CALIFORNIA GAS CO	Payment Amount RANCHO 4/4-5/3/18	PV	158097	001	00751	18,716.41	4200/050718
				Payment Amount TAPIA 4/4-5/3/18 HQ & OPS 4/4-5/3/18 CORNELL 4/4-5/3/18	PV	158098	001	00751	259.14	
				Payment Amount PAGER SRV	PV	158143	001	00701	455.89	4000/050718
79029	05/22/18	16271	SPOK, INC.	Payment Amount					1,165.57	3600/050718
				Payment Amount					15.13	0400/050718
				Payment Amount					1,895.73	
				Payment Amount					70.91	B0143084Q

Batch Number - 262664

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
79030	05/22/18	2969	STATE WATER RESOURCES CONTROL BOARD	5/11-6/10/18 PAGER SRV	PV	158143	002	00701	.49	B0143084Q
				5/11-6/10/18 PAGER SRV	PV	158143	003	00701	42.19	B0143084Q
				5/11-6/10/18 Payment Amount					113.59	
				WLK-WELL#2 EXTRCT'17	PV	158178	001	00751	50.00	G193442/2017
				WLK WL2 EXTR RVS 09-16	PV	158179	001	00751	400.00	G193442/09-16 RSV
				WLK-WELL#1 EXTRCT '17	PV	158180	001	00751	50.00	G193441/2017
				WLK WL1 EXTR RVS 09-16	PV	158181	001	00751	400.00	G193441/09-16 RVS
				Payment Amount					900.00	
79031	05/22/18	16164	TECHNIQUE DATA SYSTEMS	INK-CANON CR-1901	PV	158194	001	00701	87.00	049044
				Payment Amount					87.00	
79032	05/22/18	15923	TOTAL-WESTERN , INC.	BOILER SRV 3/27/18	PV	158102	001	00751	840.00	304886
				BOILER SRV-FAILED FLAME	PV	158103	001	00751	1,120.00	305500
				Payment Amount					1,960.00	
79033	05/22/18	3006	UNDERGROUND SERVICE ALERT	236 TICKETS APR'18	PV	158079	001	00101	399.40	420180405
				Payment Amount					399.40	
79034	05/22/18	3429	UNITED PARCEL SERVICE	PKGS DLVRD 4/10&17	PV	158195	001	00701	105.45	000025W020198 /2018
				Payment Amount					105.45	
79035	05/22/18	3011	UNITED SPECIALTIES	MEAN GREEN/CITRUS SLVT	PV	157990	001	00701	689.36	83933
				Payment Amount					689.36	
79036	05/22/18	20935	US METRO GROUP, INC.	JANITORIAL SRV MAR'18	PV	158150	001	00701	8,267.50	95645
				JANITORIAL SRV MAR'18	PV	158150	003	00701	2,325.83	95645
				JANITORIAL SRV MAR'18	PV	158150	005	00701	190.83	95645

Batch Number - 262684

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
							Item Co		
				JANITORIAL	PV	158151	001 00701	8,267.50	96185
				SRV APR'18					
				JANITORIAL	PV	158151	003 00701	2,325.83	96185
				SRV APR'18					
				JANITORIAL	PV	158151	005 00701	190.83	96185
				SRV APR'18					
				Payment Amount			21,568.32		
79037	05/22/18	13326	VILLA ESPERANZA SERVICES	LANDSCAPE	PV	157982	001 00701	1,404.15	LVMWD 2018-4
				SRV APR'18					
				LANDSCAPE	PV	157982	002 00701	3,968.25	LVMWD 2018-4
				SRV APR'18					
				LANDSCAPE	PV	157982	004 00701	732.60	LVMWD 2018-4
				SRV APR'18					
				Payment Amount			6,105.00		
79038	05/22/18	2436	VINCE BARNES AUTOMOTIVE	SRV TRAN/FUEL	PV	157974	001 00701	362.34	023192
				INJ/OIL#895					
				HOSE/FUEL	PV	157975	001 00701	386.17	023199
				INJ/OIL#867					
				OIL/FLTRS	PV	157976	001 00701	98.71	023205
				#899					
				OIL/FLTRS	PV	157977	001 00701	98.71	023206
				#902					
				OIL/FLTRS	PV	157978	001 00701	74.62	023210
				#905					
				OIL/FLTRS	PV	157979	001 00701	86.50	023214
				#325					
				Payment Amount			1,107.05		
79039	05/22/18	3035	VWR SCIENTIFIC	AMM	PV	158154	001 00701	911.56	8082163598
				CHLR/TUBES/BE AKERS					
				All Payee					
				3216					
				VWR INTERNATIONAL, INC					
				P. O. BOX 640169					
				PITTSBURGH PA 15264-0169					
				Payment Amount			911.56		
79040	05/22/18	19665	W. LITTEN INC.	CLEAR	PV	157983	001 00701	1,090.28	18027
				TRAILS-TAPIA					
				SPRYFLD	PV	157984	001 00701	5,227.58	18026
				4/23-4/27/18					
				SPRYFLD	PV	158087	001 00701	5,515.41	18030

Batch Number - 262684
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
4/30-5/4/18										
79041	05/22/18	18521	WALTON MOTORS & CONTROLS, INC.	Payment Amount RPR RLV PLOW MIXER	PV	158156	001	00751	11,833.27 1,638.99	39984
79042	05/22/18	18914	WECK LABORATORIES, INC.	Payment Amount TAPIA EFFLT-8D03090	PV	157969	001	00701	1,638.99 737.83	W8D1896-LV
				MALIBU CRK-8D03097	PV	157971	001	00701	3,333.16	W8D1927-LV
				WESTLAKE-8D10 092	PV	157972	001	00701	39.78	W8D2344-LV
				CMPST INPUT-8D03092	PV	157973	001	00701	153.00	W8E0214-LV
				WLK RES-8D10089	PV	157994	001	00701	122.40	W8D2013-LV
79043	05/22/18	3068	YSI	Payment Amount OBOD STIR SHAFT	PV	158153	001	00701	4,386.17 57.89	730922
									398,146.23	
									83	

Batch Number - 262748

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
79044	05/29/18	8560	ADVANCED UTILITY SYSTEMS	CIS 2018 RATE CHANGES	PV	158282	001	00701	10,640.00	XT00134783
79045	05/29/18	2397	AQUATIC BIOASSAY & CONSULTING	Payment Amount 4/18 SELENASTRUM-P /S	PV	158252	001	00701	885.00	LVS0518.0440
				4/18 SELENASTRUM-M	PV	158253	001	00701	5,310.00	LVS0518.0439
				ALIBU CRK TOPSMELT NPDES 1/30-2/1	PV	158314	001	00701	1,350.00	LVS0518.0457
79046	05/29/18	16224	ASBURY ENVIRONMENTAL SERVICES	Payment Amount USED OIL SVC CHG-RLV	PV	158239	001	00751	35.00	I500-00325569
79047	05/29/18	2869	AT&T	Payment Amount SRV 5/14-6/13/18 SRV 5/14-6/13/18	PV	158336	001	00701	147.40	4639/051418
				Payment Amount 55 YDS WOOD CHIPS	PV	158245	001	00701	583.00	117753
79048	05/29/18	7965	B&B PALLET CO.	55 YDS WOOD CHIPS	PV	158246	001	00701	583.00	117754
				55 YDS WOOD CHIPS	PV	158247	001	00701	583.00	248344
				55 YDS WOOD CHIPS	PV	158248	001	00701	583.00	321151
				55 YDS WOOD CHIPS	PV	158249	001	00701	583.00	321152
79049	05/29/18	2425	BANK OF AMERICA	Payment Amount VISA CHG-FIN ADM-APR'18	PV	158199	001	00701	1,495.00	1670/050718
				VISA CHG-FIN ADM-APR'18	PV	158199	002	00701	175.47	1670/050718
				VISA CHG-FIN ADM-APR'18	PV	158199	003	00701	600.00	1670/050718
				VISA CHG-FIN	PV	158199	004	00701	77.45	1670/050718

Batch Number - 262748

Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
				ADM-APR'18	PV	158199	005	00701	40.00	1670/050718
				VISA CHG-FIN						
				ADM-APR'18	PV	158200	001	00101	311.33	9919/050718
				VISA CHG-FIN						
				ADM2-APR'18	PV	158200	002	00101	60.02	9919/050718
				VISA CHG-FIN						
				ADM2-APR'18	PV	158200	003	00101	2,000.00	9919/050718
				VISA CHG-FIN						
				ADM2-APR'18	PV	158201	001	00101	114.59	7112/050718
				VISA						
				CHG-ALMAGUER- APR'18	PV	158201	002	00101	173.38	7112/050718
				VISA						
				CHG-ALMAGUER- APR'18	PV	158202	001	00701	48.16	9030/050718
				VISA						
				CHG-ARENAS-AP R'18	PV	158202	002	00701	1,232.94	9030/050718
				VISA						
				CHG-ARENAS-AP R'18	PV	158202	003	00701	43.79	9030/050718
				VISA						
				CHG-ARENAS-AP R'18	PV	158203	001	00130	259.31	8102/050718
				VISA						
				CHG-BOCKELMAN -APR'18	PV	158203	002	00130	81.50	8102/050718
				VISA						
				CHG-BOCKELMAN -APR'18	PV	158205	001	00701	176.42	3954/050718
				VISA						
				CHG-GARMAN-AP R'18	PV	158205	002	00701	238.54	3954/050718
				VISA						
				CHG-GARMAN-AP R'18	PV	158205	003	00701	238.54	3954/050718
				VISA						
				CHG-GARMAN-AP R'18	PV	158205	004	00701	225.00	3954/050718
				VISA						
				CHG-GARMAN-AP						

Batch Number - 262748
Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty Number	Key itm Co	Amount	Invoice Number
R'18								
VISA					PV 158205	005 00701	225.00	3954/050718
CHG-GARMAN-AP								
R'18								
VISA					PV 158205	006 00701	99.95	3954/050718
CHG-GARMAN-AP								
R'18								
VISA					PV 158206	001 00701	40.00	5151/050718
CHG-GIL-APR'1								
8								
VISA					PV 158206	002 00701	124.67	5151/050718
CHG-GIL-APR'1								
8								
VISA					PV 158206	003 00701	191.63	5151/050718
CHG-GIL-APR'1								
8								
VISA					PV 158206	004 00701	116.77	5151/050718
CHG-GIL-APR'1								
8								
VISA					PV 158206	005 00701	19.79	5151/050718
CHG-GIL-APR'1								
8								
VISA					PV 158206	006 00701	12.99	5151/050718
CHG-GIL-APR'1								
8								
VISA					PV 158206	007 00701	106.53	5151/050718
CHG-GIL-APR'1								
8								
VISA					PV 158206	008 00701	35.46	5151/050718
CHG-GIL-APR'1								
8								
VISA					PV 158206	009 00701	18.72	5151/050718
CHG-GIL-APR'1								
8								
VISA					PD 158207	001 00701	34.22	6403/050718
CHG-GIROTTO-A								
PR'18								
VISA					PV 158208	001 00701	236.26	9411/050718
CHG-GUZMAN-AP								
R'18								
VISA					PV 158208	002 00701	600.00	9411/050718

Batch Number - 262748

Bank Account - 00146907 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Document . . .	Key Item Co	Amount	Invoice Number
				CHG-GUZMAN-AP				
			R'18					
			VISA		PV 158209	001 00101	48.24	7431/050718
			CHG-JACKSON-A					
			PR'18					
			VISA		PV 158209	002 00101	42.60	7431/050718
			CHG-JACKSON-A					
			PR'18					
			VISA		PV 158210	001 00701	110.81	3713/050718
			CHG-JONES-APR					
			'18					
			VISA		PV 158210	002 00701	141.57	3713/050718
			CHG-JONES-APR					
			'18					
			VISA		PV 158210	003 00701	128.70	3713/050718
			CHG-JONES-APR					
			'18					
			VISA		PV 158211	001 00751	51.46	4465/050718
			CHG-KORKOSZ-A					
			PR'18					
			VISA		PV 158212	001 00701	70.79	1112/050718
			CHG-KREIDER-A					
			PR'18					
			VISA		PV 158212	002 00701	70.78	1112/050718
			CHG-KREIDER-A					
			PR'18					
			VISA		PV 158212	003 00701	116.90	1112/050718
			CHG-KREIDER-A					
			PR'18					
			VISA		PV 158213	001 00751	574.75	2372/050718
			CHG-LIPPMAN-A					
			PR'18					
			VISA		PV 158214	001 00701	693.10	1975/050718
			CHG-MCDERMOTT					
			-APR'18					
			VISA		PV 158215	001 00701	501.96	6549/050718
			CHG-MCNUTT-AP					
			R'18					
			VISA		PV 158216	001 00701	588.89	4176/050718
			CHG-PANIAGUA-					
			APR'18					

Batch Number - 262748
Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Document Ty Number	Key Illm Co	Amount	Invoice Number
				VISA	PV 158216	002 00701	995.00	4176/050718
				CHG-PANIAGUA- APR'18				
				VISA	PV 158216	003 00701	200.00	4176/050718
				CHG-PANIAGUA- APR'18				
				VISA	PV 158216	004 00701	180.27	4176/050718
				CHG-PANIAGUA- APR'18				
				VISA	PV 158216	005 00701	50.00	4176/050718
				CHG-PANIAGUA- APR'18				
				VISA	PV 158216	006 00701	181.96	4176/050718
				CHG-PANIAGUA- APR'18				
				VISA	PV 158216	007 00701	328.32	4176/050718
				CHG-PANIAGUA- APR'18				
				VISA	PV 158216	008 00701	467.16	4176/050718
				CHG-PANIAGUA- APR'18				
				VISA	PD 158217	001 00701	380.00	6347/050718
				CHG-PATTERSON -APR'18				
				VISA	PD 158217	002 00701	90.24	6347/050718
				CHG-PATTERSON -APR'18				
				VISA	PV 158218	001 00701	62.22	1162/050718
				CHG-PEDERSEN- APR'18				
				VISA	PV 158218	002 00701	1,943.73	1162/050718
				CHG-PEDERSEN- APR'18				
				VISA	PV 158218	003 00701	1,749.80	1162/050718
				CHG-PEDERSEN- APR'18				
				VISA	PV 158218	004 00701	558.26	1162/050718
				CHG-PEDERSEN- APR'18				
				VISA	PV 158218	005 00701	1,737.53	1162/050718
				CHG-PEDERSEN- APR'18				

Batch Number - 262748
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Key	Co	Amount	Invoice Number
				APR'18							
			VISA		PV	158218	006	00701		1,227.22	1162/050718
			CHG-PEDERSEN-								
			APR'18								
			VISA		PV	158218	007	00701		20.00	1162/050718
			CHG-PEDERSEN-								
			APR'18								
			VISA		PV	158218	008	00701		37.45	1162/050718
			CHG-PEDERSEN-								
			APR'18								
			VISA		PV	158218	009	00701		47.81	1162/050718
			CHG-PEDERSEN-								
			APR'18								
			VISA		PV	158219	001	00701		409.99	3252/050718
			CHG-PETERS-AP								
			R'18								
			VISA		PV	158219	002	00701		901.79	3252/050718
			CHG-PETERS-AP								
			R'18								
			VISA		PV	158219	003	00701		50.00	3252/050718
			CHG-PETERS-AP								
			R'18								
			VISA		PV	158220	001	00701		158.68	7131/050718
			CHG-PETERSON-								
			APR'18								
			VISA		PV	158220	002	00701		58.82	7131/050718
			CHG-PETERSON-								
			APR'18								
			VISA		PV	158221	001	00701		2,000.00	9753/050718
			CHG-ROBERTS-A								
			PR'18								
			VISA		PV	158221	002	00701		109.96	9753/050718
			CHG-ROBERTS-A								
			PR'18								
			VISA		PV	158222	001	00701		45.00	1595/050718
			CHG-SACCARECC								
			IA-APR'18								
			VISA		PV	158222	002	00701		430.00	1595/050718
			CHG-SACCARECC								
			IA-APR'18								
			VISA		PV	158222	003	00701		946.55	1595/050718

Batch Number - 262748

Bank Account - 00146807 Cash-General

Payment Number	Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
						Number	Item Co		
				CHG-SACCARECC					
			IA-APR'18		PV	158223	001 00701	61.05	0615/050718
			VISA						
			CHG-TRIPLETT- APR'18		PV	158223	002 00701	57.44	0615/050718
			VISA						
			CHG-TRIPLETT- APR'18		PV	158223	003 00701	349.00	0615/050718
			VISA						
			CHG-TRIPLETT- APR'18		PV	158223	004 00701	1,823.10	0615/050718
			VISA						
			CHG-TRIPLETT- APR'18		PV	158223	005 00701	200.00	0615/050718
			VISA						
			CHG-TRIPLETT- APR'18		PV	158223	006 00701	39.99	0615/050718
			VISA						
			CHG-TRIPLETT- APR'18		PV	158223	007 00701	130.04	0615/050718
			VISA						
			CHG-TRIPLETT- APR'18		PV	158223	008 00701	15.00	0615/050718
			VISA						
			CHG-TRIPLETT- APR'18		PV	158223	009 00701	304.00	0615/050718
			VISA						
			CHG-TRIPLETT- APR'18		PV	158223	010 00701	38.87	0615/050718
			VISA						
			CHG-TRIPLETT- APR'18		PV	158223	011 00701	7.98	0615/050718
			VISA						
			CHG-TRIPLETT- APR'18		PV	158224	001 00701	426.86	0751/050718
			VISA						
			CHG-VOLLMAR-A PR'18		PV	158224	002 00701	12.40	0751/050718
			VISA						
			CHG-VOLLMAR-A PR'18						

Batch Number - 262748

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Item	Co	Key	Amount	Invoice Number
				VISA	PV	158224	003	00701		460.31	0751/050718
				CHG-VOLLMAR-A PR'18							
				VISA	PV	158225	001	00701		49.81	7926/050718
				CHG-WINK-APR' 18							
				VISA	PV	158225	002	00701		416.40	7926/050718
				CHG-WINK-APR' 18							
				VISA	PV	158225	003	00701		127.83	7926/050718
				CHG-WINK-APR' 18							
				VISA	PV	158225	004	00701		11.12	7926/050718
				CHG-WINK-APR' 18							
				VISA	PV	158225	005	00701		499.24	7926/050718
				CHG-WINK-APR' 18							
				VISA	PV	158226	001	00751		600.00	7651/050718
				CHG-CASPARY-A PR'18							
				Payment Amount						32,763.74	
79050	05/29/18	20491	BEST BEST & KRIEGER LLP	P/E 4/30 ST LOBBYING	PV	158280	001	00701		5,000.00	821935
				P/E 4/30 FED LOBBYING	PV	158281	001	00701		5,000.00	821934
				Payment Amount						10,000.00	
79051	05/29/18	4869	BIOVIR LABORATORIES, INC	CRYPTO TSTG 4/25/18	PV	158235	001	00101		350.00	180789
				Payment Amount						350.00	
79052	05/29/18	18071	BLUE DIAMOND MATERIALS	3.01 TN PAVG MATL	PV	158244	001	00701		227.41	1169271
				Payment Amount						227.41	
79053	05/29/18	18739	CALIFORNIA HAZARDOUS SERVICES, INC.	MONITOR CERT & TESTG	PV	158250	001	00701		2,100.00	62769
				Payment Amount						2,100.00	
79054	05/29/18	18533	CALIFORNIA LUTHERAN	6 SUPV TRNG 4/4-4/25	PV	158243	001	00701		2,370.00	LVMWD601
				Payment Amount						2,370.00	

Batch Number - 262748

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Itm	Co	Amount	Invoice Number
			UNIVERSITY (CLU)							
79055	05/29/18	18685	CALIFORNIA RURAL WATER ASSOCIATION	Payment Amount MBRSHIP-JUL18~ JUL19	PV	158296	001	00701	2,370.00 1,240.00	CRWA/18-19
79056	05/29/18	20655	CANNON CORPORATION	Payment Amount P/E 4/30 DSGN SVC INTRCNT	PV	158279	001	00701	5,585.91 1,240.00	66109
79057	05/29/18	2513	CAPCO ANALYTICAL SERVICES	Payment Amount APR'18 SAMPLING	PV	158251	001	00701	5,585.91 365.00	180794
79058	05/29/18	15517	COLLINS EQUIPMENT REPAIR	Payment Amount VEH #851 & 834 PRE-DMV	PV	158300	001	00701	365.00 416.00	2153
79059	05/29/18	2565	CONEJO AWARDS	Payment Amount POSTER CONTEST NAME PLATES	PV	158301	001	00101	416.00 144.54	94246
79060	05/29/18	20624	CONTRACTOR COMPLIANCE & MONITORING, INC.	Payment Amount APR'18 LABOR COMPLNC SVC	PV	158278	001	00701	144.54 382.50	9928
79061	05/29/18	2658	FEDERAL EXPRESS CORP	Payment Amount 4 PKGS DLVRD 5/10&11	PV	158302	001	00101	382.50 280.53	6-186-91966
				4 PKGS DLVRD 5/10&11	PV	158302	002	00101	95.70	6-186-91966
				1 PKG DELIVERED 5/11	PV	158347	001	00701	22.29	6-186-91966
79062	05/29/18	2660	FISHER SCIENTIFIC	Payment Amount HEXANE 95%-1 CS	PV	158241	001	00701	388.52 458.22	4633428
			All Payee							

Batch Number - 262748

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
79063	05/29/18	21015	ROBERT FREEMAN	RFND CR BAL- CLOSED A/C	PV	158230	001	00101	640.48	064354
				Payment Amount					458.22	
79064	05/29/18	6770	G.I. INDUSTRIES	5/1--5/15/18 SHOP DISP	PV	158240	001	00701	612.18	2859672-0283-6
				Payment Amount					640.48	
			Alt Payee	G.I. INDUSTRIES P. O. BOX 641065 LOS ANGELES CA 90054-1065						
79065	05/29/18	3525	GILBERT METAL PRODUCTS	RPR TANK TURBINES	PV	158242	001	00101	726.00	6928
				Payment Amount					612.18	
79066	05/29/18	2701	GRAINGER, INC.	FIT TEST ADAPTERS 4 NEEDLE NOSE PLIERS 10 VACUUM GUAGES GREASE GUN & GREASE	PV	158236	001	00701	307.66	9782476924
				Payment Amount					726.00	
									122.85	9780905353
									1,076.60	9768417736
									132.23	9766028956
			Alt Payee	GRAINGER, INC. DEPT 805178142 PALATINE IL 60038-0001						
79067	05/29/18	20245	ROBERT D. HAACK	RFND CR BAL- CLOSED A/C	PV	158229	001	00101	228.76	1110384-015574
				Payment Amount					1,639.34	
79068	05/29/18	2705	HACH COMPANY	SALICYLATE NITRO LAB SUPPLIES (18) RGT SET TEST N TUBES	PV	158289	001	00701	141.41	10951729
				Payment Amount					228.76	
									1,163.79	10943018
									2,346.73	10943934
			Alt Payee	HACH COMPANY 2207 COLLECTIONS CENTER DR CHICAGO IL 60693						
79069	05/29/18	9364	TRISH HAMM	RFND CR BAL- CLOSED A/C	PV	158227	001	00101	213.00	680422-009033
				Payment Amount					3,651.93	
									213.00	

Batch Number - 262748
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
79070	05/29/18	4525	HARRINGTON INDUSTRIAL PLASTICS INC.	SS FTNGS-SURGE TKN	PV	158272	001	00751	41.82	00589251
Alt Payee 7132 HARRINGTON INDUSTRIAL PLASTICS LLC P. O. BOX 5128 CHINO CA 91708-5128										
79071	05/29/18	21016	DONINA HARRIS	RFND CR BAL- CLOSED A/C	PV	158231	001	00101	48.10	020528
79072	05/29/18	10102	INFOSEND INC.	Payment Amount 5,000 #10 ENVELOPES	PV	158275	001	00701	559.43	135287
				2,500 #10 ENVELOPES	PV	158276	001	00701	124.26	135288
79073	05/29/18	9008	INTEGRA CHEMICAL COMPANY	Payment Amount VITA D CHLOR 140	PV	158284	001	00701	1,255.10	0127259-IN
79074	05/29/18	2752	KAMAN INDUSTRIAL TECHNOLOGIES	Payment Amount 3 BIN VIBRATORS	PV	158277	001	00701	1,693.85	H3388910
79075	05/29/18	5230	KENNEDY/JENKS CONSULTANTS	Payment Amount PIE 4/27 MGT SRV CNTRT	PV	158293	001	00701	2,242.50	121419
79076	05/29/18	2611	LA DWP	Payment Amount TWN LXS P/S 3/14-5/15/18 RECTIFIER 4/13-5/14/18 RECTIFIER 4/12-5/11/18	PV	158264	001	00101	15,961.26	875698/051518
				Payment Amount RLV FARM 4/11-5/8/18	PV	158265	001	00101	38.08	503850/051518
				Payment Amount RECTIFIER 4/12-5/11/18	PV	158266	001	00101	42.84	017698/051418
79077	05/29/18	3352	LAS VIRGENES MUNICIPAL WATER DISTRICT	Payment Amount BLDG#2 4/11-5/8/18 BLDG#7	PV	158254	001	00751	128.26	2080/051618
				Payment Amount BLDG#2 4/11-5/8/18	PV	158255	001	00701	311.84	2658/051618
				Payment Amount BLDG#7	PV	158256	001	00701	635.48	2656/051618

Batch Number - 262748

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key	Amount	Invoice Number
Number	Date	Number				Number	Item Co		Number
				4/11-5/8/18					
				FIRE PRTCN#7	PV	158257	001 00701	7.50	2354/051618
				4/11-5/8/18					
				HQ BD#8	PV	158258	001 00701	269.06	2647/051618
				4/11-5/8/18					
				HQ BD#1	PV	158259	001 00101	263.72	2620/051618
				4/11-5/8/18					
				RLV	PV	158260	001 00751	286.32	2090/051618
				4/11-5/8/18					
				TAPIA	PV	158261	001 00751	415.72	1760/051618
				4/11-5/8/18					
				FIRE PRTCN#8	PV	158262	001 00701	7.50	2650/051618
				4/11-5/8/18					
				JED SMTH PS	PV	158263	001 00101	41.25	0254/051618
				4/5-5/7/18					
				Payment Amount				2,366.65	
79078	05/29/18	15749	LAWRENCE ROLL-UP DOORS, INC.	ADJUST ROLLUP DOORS-TP	PV	158267	001 00751	344.00	1858034
				Payment Amount				344.00	
79079	05/29/18	2789	LIEBERT CASSIDY WHITMORE	NGTN SRV-P/E 4/30/18	PV	158283	001 00701	2,438.00	1458574
				PROF SRV-GEN P/E 4/30	PV	158295	001 00701	293.50	1458573
				Payment Amount				2,731.50	
79080	05/29/18	17295	MAILFINANCE	MAIL MCHN PMT 5/9-6/8/18	PV	158298	001 00701	325.50	N7133026
				Payment Amount				325.50	
79081	05/29/18	21017	ELLEN MALTER	RFND CR BAL- CLOSED A/C	PV	158232	001 00101	458.59	019956
				Payment Amount				458.59	
79082	05/29/18	21018	MICHELLE MAYNARD	RFND CR BAL- CLOSED A/C	PV	158233	001 00101	46.65	064130
				Payment Amount				46.65	
79083	05/29/18	2814	MCMMASTER-CARR SUPPLY CO	HI-TEMP TAPE/DISPENS	PV	158334	001 00751	97.22	61873946
				Payment Amount				46.65	

All Payee 3197 MC MASTER-CARR
P. O. BOX 7690
CHICAGO IL 60680-7690

Batch Number - 262748

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item Co	Amount	Invoice Number
79084	05/29/18	19052	MORRISON RANCH ESTATES HOA	Payment Amount RFND CR BAL- CLOSED A/C	PV	158228	001 00101	1,277.18	9999277
79085	05/29/18	2839	MOTION INDUSTRIES, INC.	Payment Amount (16) V-BELTS	PV	158325	001 00701	850.94	CA22-629509
				TIMING & HTD BELTS	PV	158326	001 00701	3,677.82	CA22-629762
			Alt Payee 10317 MOTION INDUSTRIES INC. FILE 749376 LOS ANGELES CA 90074	Payment Amount STAMPS/SIGNS	PV	158286	001 00701	104.52	130848800001
79086	05/29/18	2302	OFFICE DEPOT	CD ENVELOPES	PV	158287	001 00701	2.05	130780963002
				ITEM#308597-R FNDABLE	PV	158288	001 00701	149.97	130780964001
				CR MEMO-#1307809 64001	PD	158294	001 00701	149.97-	133152206001
79087	05/29/18	2585	PURETEC	Payment Amount 5/1--7/31/18	PV	158292	001 00701	245.70	1634228
				DI RNTL-TAPIA					
79088	05/29/18	2914	ROADSIDE LUMBER/HARDWARE	Payment Amount 100-60 LB ASPHALT PATCH	PV	158285	001 00701	853.02	1805-710290
79089	05/29/18	21019	BRADLE ROE	Payment Amount RFND CR BAL- CLOSED A/C	PV	158234	001 00101	558.48	062396
79090	05/29/18	13676	TEK-COLLECT INCORPORATED	Payment Amount ANNL COMP MAINT FEE	PV	158335	001 00701	75.00	397253
79091	05/29/18	2737	TELEDYNE ISCO, INC. C/O MCR TECHNOLOGIES	Payment Amount ISCO PUMP TUBING	PV	158270	001 00751	563.93	S020250710

Alt Payee 5737 TELEDYNE ISCO, INC.

Batch Number - 262748
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
12487 COLLECTIONS CENTER DRIVE CHICAGO IL 60693										
79092	05/29/18	12149	THATCHER CO. OF CALIFORNIA	Payment Amount 10.99T ALUM SULFITE	PV	158291	001	00701	563.93 3,407.43	250083
79093	05/29/18	20880	TPX COMMUNICATION S	Payment Amount SRV 5/16--6/15/18	PV	158271	001	00701	1,926.61	103531358-0
79094	05/29/18	20672	TRUSSELL TECHNOLOGIES, INC.	Payment Amount PIE 4/30 MLDG, LV RES	PV	158274	001	00701	1,926.61 15,792.00	5107
79095	05/29/18	10065	ULINE SHIPPING SUPPLY	Payment Amount FIRE EXTINGUISHERS	PV	158273	001	00101	15,792.00 700.39	97396059
79096	05/29/18	2436	VINCE BARNES AUTOMOTIVE	FIRE EXTINGUISHERS FIRE EXTINGUISHERS Payment Amount SERP BELT/SERVICE #824 REPLACE DASH #836 IGN COIL/PLUGS/SR V #811 RPR WORK RADIO #905 BRAKES/SRV #112 OIL/FILTERS #922 CHG OIL GASKET #878 INSTL LGTBAR/TOOLBO X#921	PV	158505	001	00701	525.28 372.81 1,598.48 194.39 1,085.29 557.86 125.00 270.25 74.62 460.63 453.75	97396059 97396059 023204 023219 023221 023224 023231 023235 023238 023244

Batch Number - 262748
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Iltm Co	Amount	Invoice Number
				OIL/FILTERS #900	PV	158313	001 00701	72.87	023247
				Payment Amount			3,294.86		
79097	05/29/18	3035	WWR SCIENTIFIC	FILTERS	PV	158268	001 00701	1,006.45	8081908967
				COLOR STD/BRUSHES	PV	158269	001 00701	412.96	8082253263
			Alt Payee						
			3216 WWR INTERNATIONAL, INC P. O. BOX 640169 PITTSBURGH PA 15264-0169						
				Payment Amount			1,419.41		
79098	05/29/18	3047	WESCO DISTRIBUTION, INC.	LED LIGHT FIXTURE	PV	158328	001 00701	552.70	7856685
				STATER ACCESSOR	PV	158329	001 00701	254.04	782725
				30 KVA XFRMR	PV	158330	001 00301	1,502.34	781303
				100 AMP DISCONNECT	PV	158331	001 00301	135.58	781304
				(2) 30 AMP DISCONNECT	PV	158332	001 00301	113.31	783162
				MISC FREIGHT CHGS	PV	158333	001 00301	6.57	783643
			Alt Payee						
			6443 WESCO DISTRIBUTION, INC PO BOX 31001-0465 PASADENA CA 91110-0465						
				Payment Amount			2,564.54		
79099	05/29/18	8510	WORK BOOT WAREHOUSE	PRTC	PV	158297	001 00701	158.78	1-52904
				FWEAR-ACEVED					
				Payment Amount			158.78		
				Total Amount of Payments Written			152,691.23		
				Total Number of Payments Written			56		

Batch Number - 252879

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key	Key	Amount	Invoice Number
79100	06/05/18	2317	ACORN NEWSPAPER	NIP WLP	PV	158315	001	00701	222.00	M-0747
				LANDSCAPE IMP						
				NIP UTILITY	PV	158316	001	00701	108.00	M-0748
				BOX CVRS						
				Payment Amount				330.00		
79101	06/05/18	5625	ASSOC. OF WATER AGENCIES OF VENTURA CO	7 REG-WTRWS MTG 5/17	PV	158398	001	00701	25.00	06-10878
				7 REG-WTRWS MTG 5/17	PV	158398	002	00701	25.00	06-10878
				7 REG-WTRWS MTG 5/17	PV	158398	003	00701	25.00	06-10878
				7 REG-WTRWS MTG 5/17	PV	158398	004	00701	25.00	06-10878
				7 REG-WTRWS MTG 5/17	PV	158398	005	00701	25.00	06-10878
				7 REG-WTRWS MTG 5/17	PV	158398	006	00701	25.00	06-10878
				7 REG-WTRWS MTG 5/17	PV	158398	007	00701	25.00	06-10878
				Payment Amount				175.00		
79102	06/05/18	2869	AT&T	SRV 5/22-6/21/18	PV	158354	001	00701	753.86	0119/052218
				SRV 5/20-6/19/18	PV	158355	001	00101	147.40	2150/052018
				Payment Amount				901.26		
79103	06/05/18	4373	JOANNE BODENHAMER	HORSESHOES-CO RP EVENT	PV	158394	001	00701	53.61	A-0464265
				Payment Amount				53.61		
79104	06/05/18	2583	CHARLES P CROWLEY CO. INC.	2 PULSAFDR RLF VALVS	PV	158338	001	00701	1,699.44	24824
				2 PULSAFDR RLF VALVS	PV	158338	002	00701	63.49	24824
				Payment Amount				1,762.93		
79105	06/05/18	19270	COMMUNICATION S RELAY, LLC	JUN'18-SITE RENT SCADA	PV	158395	001	00101	955.09	57112
				Payment Amount				955.09		
79106	06/05/18	4586	CONSOLIDATED ELECTRICAL	(2) 20HP VFD WENCL	PV	158339	001	00701	14,120.16	9009-768462

Batch Number - 262879

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Ty	Document Number	Key Item Co	Amount	Invoice Number
DISTRIBUTORS									
79107	06/05/18	6346	COUNTY OF SAN BERNARDINO HUMAN RESOURCES	Payment Amount WRIB MBRSH JUL18--JUN20	PV	158321	001 00701	14,120.16 3,600.00	LW-362-18
79108	06/05/18	2605	DELTA PACIFIC INDUSTRIES	Payment Amount CITRUS SILV & BTRY CLNR	PV	158341	001 00701	499.87	5246
79109	06/05/18	3630	DEPARTMENT OF WATER RESOURCES	Payment Amount DAM FEE FY18-19 WLK	PV	158350	001 00101	499.87 36,091.00	1800118693
79110	06/05/18	4613	DTSC	Payment Amount WST MNFST FEES 2017	PV	158397	001 00101	36,091.00 209.38	VO#201715140
				Payment Amount WST MNFST FEES 2017	PV	158397	002 00101	209.38	VO#201715140
				Payment Amount WST MNFST FEES 2017	PV	158397	003 00101	209.38	VO#201715140
				Payment Amount WST MNFST FEES 2017	PV	158397	004 00101	209.36	VO#201715140
79111	06/05/18	2655	FERGUSON ENTERPRISES	Payment Amount 2" CLA-VAL & PARTS	PV	158340	001 00701	837.50 2,425.42	0631913
Alt Payee 3207 FERGUSON ENTERPRISES, INC. #1083 P. O. BOX 740827 LOS ANGELES CA 90074-0827									
79112	06/05/18	16305	JEFFREY FIELDS	Payment Amount EASEMENT-2439 SIERRA CRK	PV	158349	001 00101	2,425.42 1.00	2058-005-016A
79113	06/05/18	20907	FUEL-SERV	Payment Amount FIX WRLSS ANTNA-FUEL SYS	PV	158393	001 00701	1.00 504.50	18-226
79114	06/05/18	6770	G.I. INDUSTRIES	Payment Amount 5/1--5/15/18 TP RAGS DISP	PV	158409	001 00701	504.50 310.99	2529837-0283-5
Alt Payee 6771 G.I. INDUSTRIES P. O. BOX 541065									

Batch Number - 262879
Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Lim	Key Co	Amount	Invoice Number
LOS ANGELES CA 90054-1065										
79115	06/05/18	2701	GRAINGER, INC.	WINCH MOUNTG BRKT	PV	158317	001	00701	482.68	9775682041
Payment Amount 310.99										
All Payee 5453 GRAINGER, INC. DEPT 805178142 PALATINE IL 60038-0001										
79116	06/05/18	20708	HAMPTON TEDDER ELECTRIC COMPANY	SWTCHGR/TRNSF RMR MAINT-CO#1	PV	158361	001	00701	4,879.00	82733
Payment Amount 482.68										
79117	06/05/18	4525	HARRINGTON INDUSTRIAL PLASTICS INC.	NIPPLES & REDUCER	PV	158404	001	00751	118.20	005B8547
Payment Amount 4,879.00										
All Payee 7132 HARRINGTON INDUSTRIAL PLASTICS LLC P. O. BOX 5128 CHINO CA 91708-5128										
79118	06/05/18	4144	INTERSTATE BATTERY SYSTEMS	BTRY #857 & STOCK	PV	158343	001	00701	339.93	56011401
Payment Amount 118.20										
79119	06/05/18	2752	KAMAN INDUSTRIAL TECHNOLOGIES	(2) V-BELTS	PV	158346	001	00701	29.93	V769737
Payment Amount 339.93										
TRI-PWR V-BELTS FNSHD BORE VS SHEAVE HI-PWR V-BELTS										
Payment Amount 192.78										
79120	06/05/18	2611	LA DWP	RECTIFIER 4/24-5/23/18	PV	158351	001	00101	38.08	851260/052418
Payment Amount 304.38										
79121	06/05/18	3038	LARRY WALKER & ASSOC	PIE 4/30-TAPIA CHL STDY	PV	158345	001	00701	410.00	00532.02-5
Payment Amount 38.08										

Batch Number - 262879

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Ltm Co	Amount	Invoice Number
79122	06/05/18	3352	LAS VIRGENES MUNICIPAL WATER DISTRICT	Payment Amount L/S #1 4/16--5/18/18	PV	158352	001 00130	41.25	1775/052318
				L/S #2 4/16--5/18/18	PV	158353	001 00130	43.84	0570/052318
79123	06/05/18	7949	LOS ANGELES COUNTY - PUBLIC HEALTH	Payment Amount BIOSOLIDS POTW FY18-19	PV	158348	001 00751	2,336.00	AR0158645/18-19
79124	06/05/18	20994	MICHAEL MCNUTT	Payment Amount MLG-SOLAR CUP 5/18&19	PV	158410	001 00101	114.46	051918
79125	06/05/18	2839	MOTION INDUSTRIES, INC.	Payment Amount E1 BEARING	PV	158407	001 00701	252.45	CA22-630058
				OIL SEALS	PV	158408	001 00701	47.56	CA22-630120
			Alt Payee 10317 MOTION INDUSTRIES INC. FILE 749376 LOS ANGELES CA 90074	Payment Amount HQ E-GEN & #880 BATTERIES	PV	158356	001 00701	53.63	4206-980191
79126	06/05/18	2842	NAPAAUTO PARTS	Payment Amount CLEAN TBLC/LTHS/SHRT S	PV	158319	001 00701	153.00	91502
79127	06/05/18	20604	NOAH'S CLEANERS, INC.	Payment Amount PIE 4/30-'18 MISC FEE STDY	PV	158406	001 00701	1,273.75	LVCA1803-02
79128	06/05/18	18505	RAFTELIS FINANCIAL CONSULTANTS, INC.	Payment Amount LOCKBOX FEES APR'18	PV	158342	001 00701	1,229.16	42506
79129	06/05/18	20583	RT LAWRENCE CORPORATION	Payment Amount HOT	PV	158322	001 00101	128.61	3275925
79130	06/05/18	2956	SOUTH COAST						

Batch Number - 262879

Bank Account - 00146807 Cash-General

Payment Number	Payment Date	Address Number	Name	Payment Stub Message	Document Ty	Document Number	Key Item	Key Co	Amount	Invoice Number
			AIR QUALITY	SPOTS#164911						
			MGMT DIST	LV2						
				Payment Amount					128.61	
79131	06/05/18	20971	THOUSAND OAKS PLUMBING INC.	RPR PARTS-DRAIN	PV	158320	001	00701	215.00	16603239
				BD#8						
				Payment Amount					215.00	
79132	06/05/18	9505	TIRE MAN AGOURA	(4) TIRES/ALGNBA	PV	158344	001	00701	876.33	2070809
				L #900						
				Payment Amount					876.33	
79133	06/05/18	16149	SHAWN TRIPLETT	EXP-AMMS TRNG	PV	158411	001	00701	166.78	051118
				5/6-5/11						
				Payment Amount					166.78	
79134	06/05/18	3025	WATER & SANITATION SRV./VENTURA COUNTY	PURCH WTR	PV	158396	001	00101	15,103.83	1617867
				4/17-5/15/18						
				Payment Amount					15,103.83	
79135	06/05/18	3048	WEST COAST AIR CONDITIONING	RPLC ALL BOX	PV	158363	001	00701	7,278.00	S80800
				FLTRS BD#8						
				Payment Amount					7,278.00	
				PM-CHG						
				FLTRS-RANCHO						
				REBLD BLWR						
				ASSMBLY-RLV						
				CONDENSER						
				LEAK-RANCHO						
				RPR BOILER #2						
				BLDG 8						
				Payment Amount					605.64	
				PRTC						
				F/WEAR-CARLOS						
				Payment Amount					5,088.45	
79136	06/05/18	8510	WORK BOOT WAREHOUSE	RPR BOILER #2	PV	158367	001	00701	176.40	S81884
				BLDG 8						
				Payment Amount					16,135.09	
				PRTC						
				F/WEAR-CARLOS						
				Payment Amount					176.40	
				Total Amount of Payments Written					107,487.74	
				Total Number of Payments Written					37	



LAS VIRGENES MUNICIPAL WATER DISTRICT
4232 Las Virgenes Road, Calabasas CA 91302

MINUTES
REGULAR MEETING

5:00 PM

May 22, 2018

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance to the Flag was led by Diana Barone.

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at **5:00 p.m.** by Board President Peterson in the Board Room at Las Virgenes Municipal Water District headquarters at 4232 Las Virgenes Road, Calabasas, CA 91302. Josie Guzman, Clerk of the Board, conducted the roll call.

Present: Directors Jay Lewitt, Len Polan, Glen Peterson, and Lee Renger.

Absent: Director Charles Caspary

Staff Present: David Pedersen, General Manager

David Lippman, Director of Facilities and Operations

Joe McDermott, Director of Resource Conservation and Public Outreach

Don Patterson, Director of Finance and Administration

Josie Guzman, Clerk of the Board

Keith Lemieux, District Counsel

2. APPROVAL OF AGENDA

Director Polan moved to approve the agenda. Motion seconded by Director Lewitt. Motion carried by the following vote:

AYES: Lewitt, Polan, Renger, Peterson

NOES: None

ABSTAIN: None

ABSENT: Caspary

3. PUBLIC COMMENTS

General Manager David Pedersen introduced new employee Mercedes Acevedo, Assistant Engineer.

4. CONSENT CALENDAR

A List of Demands: May 22, 2018: Ratify

B Minutes: Regular Meeting of April 10, 2018 and Regular Meeting of April 24, 2018: Approve

C Directors' Per Diem: April 2018: Ratify

D Augmentation of Annual Purchase Order Amounts

Authorize the General Manager to increase annual purchase order amounts for the vendors identified in Table 1.

E Tapia and Headquarters Lighting Efficiency Upgrade Project: Final Acceptance

Approve execution of a Notice of Completion by the Secretary of the Board and have the same recorded, and in the absence of claims from subcontractors and others, release the retention in the amount of \$22,951.90, thirty calendar days after filing the Notice of Completion.

F Annual Division of Safety of Dams Fee for Westlake Reservoir Dam

Approve a payment, in the amount of \$36,091, to the Department of Water Resources for the 2018 fees associated with Westlake Reservoir Dam.

G Claim by Law Office of Jonathan W. Birdt

Deny the claim from the Law Office of Jonathan W. Birdt on behalf of Philip Monina.

H Annexation of Parcel No. 4448-026-050: Ls Flores Canyon Road

Pass, approve, and adopt Resolution No 2534, approving the annexation of APN 4448-026-050 to the District's service area.

RESOLUTION NO. 2534

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS AS THE GOVERNING BODY OF THE COUNTY OF LOS ANGELES, THE COUNTY OF LOS ANGELES

WATERWORKS DISTRICT NO. 29, THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY, THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, AND THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AND THE LOS ANGELES COUNTY WEST VECTOR CONTROL DISTRICT, APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUE RESULTING FROM REORGANIZATION NO. 2017-04 (DETACHMENT OF TERRITORY FROM COUNTY OF LOS ANGELES WATERWORKS DISTRICT NO. 29, ANNEXATION OF SAID TERRITORY TO THE LAS VIRGENES MUNICIPAL WATER DISTRICT)

(Reference is hereby made to Resolution No. 2534 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

Director Polan moved to approve the Consent Calendar. Motion seconded by Director Renger. Motion carried by the following vote:

AYES: Lewitt, Polan, Renger, Peterson

NOES: None

ABSTAIN: None

ABSENT: Caspary

5. ILLUSTRATIVE AND/OR VERBAL PRESENTATION AGENDA ITEMS

A Poster Contest Awards Ceremony

The Board Members presented the awards to the top 12 finalists for this year's Water Awareness Poster Contest.

The Ann Dorgelo Water Awareness Perpetual Trophy was awarded to Mariposa School of Global Education.

B Legislative and Regulatory Updates

Joe McDermott, Director of Resource Conservation and Public Outreach, presented the report. He noted that SB 606/AB 1668 related to *Conservation as a California Way of Life* passed the Assembly and Senate and were sent to the Governor for his signature. He noted that the bill included a 15 percent credit toward water budgets for certain existing recycled potable water projects and a 10 percent credit for future projects, which would apply for the Pure Water Project Las Virgenes-Triunfo. He also reported that SB 623 water tax/budget trailer bill was sent to the Assembly Budget Subcommittee No. 3 and passed; however, the action taken was different from the action taken by Senate Budget Subcommittee No. 2, and there was no consensus between these two committees. He noted that SB 623 would now go to the Conference Committee, and final legislative action on the budget trailer bill could occur as late as August 31st.

General Manager David Pedersen responded to a question regarding the 15 percent credit for existing recycled potable water projects by stating that this was a compromise

to gain support from a few water agencies with existing potable water reuse projects and recognizing that these agencies are investing in potable water reuse to allow their customers to have more reliable water. He noted that the State would develop a water budget for every water purveyor that would consist of indoor and outdoor water usage and an allowable amount for water losses. He explained that every water agency will need to demonstrate by 2025 or 2026 that their water usage is at or less than the water use objective, and the water agency will receive an additional gallon of allowable water usage in their district up to a maximum of 10 percent of their total water use objective for every gallon of water they produce through a potable water reuse project.

C Water Supply Conditions Update

Joe McDermott, Director of Resource Conservation and Public Outreach, presented the report. He noted that the State Water Project Allocation was increased to 35 percent.

6. TREASURER

Director Renger stated that the Treasurer's report was in order.

7. FACILITIES AND OPERATIONS

A Fiscal Year 2017-18 Westlake Pump Station Roof Repair and Improvements Project: Award

Authorize and additional appropriation, in the amount of \$3,975; and authorize the General Manager to issue a purchase order to L&L Roofing, in the amount of \$74,000, for the Westlake Pump Station Roof Repair and Improvements Project.

General Manager David Pedersen presented the report.

Director Polan moved to approve Item 7B. Motion seconded by Director Renger.

Shawn Triplett, Facilities Maintenance Supervisor, responded to a question regarding water ponding on the existing flat roof by stating that the existing roof has a slight pitch and new hatches have been purchased to avoid water leaks and increase drainage.

Motion carried by the following vote:

AYES: Lewitt, Polan, Renger, Peterson

NOES: None

ABSTAIN: None

ABSENT: Caspary

C Tank Rehabilitation Priority Summary and Request for Proposals for Design Saddle Peak and Cordillera Tank Rehabilitation Project

Approve the Request for Proposals for design and engineering services during construction for the Saddle Peak and Cordillera Tank Rehabilitation Project.

Coleman Olinger, Associate Engineer, presented the report and provided a PowerPoint presentation.

A discussion ensued regarding the salinity of recycled water, which causes corrosion.

Director Lewitt moved to approve Item 7C. Motion seconded by Director Renger. Motion carried by the following vote:

AYES: Lewitt, Polan, Renger, Peterson
NOES: None
ABSTAIN: None
ABSENT: Caspary

8. FINANCE AND ADMINISTRATION

A Proposed Update to Financial Policies: Assignment of Commitment of Reserves

Adopt the proposed update to the Financial Policies, allowing for the assignment or commitment of reserves in excess of target levels; and assign \$15 million in reserves, consisting of \$10 million from the Sanitation Enterprise and \$5 million from the Recycled Water Enterprise for the Pure Water Project Las Virgenes-Triunfo.

Don Patterson, Director of Finance and Administration, presented the report.

Director Lewitt moved to approve Item 8A. Motion seconded by Director Polan.

Don Patterson, Director of Finance and Administration, responded to a question regarding whether the \$5 million proposed for Recycled Water Enterprises Reserves would be used towards the Demonstration Project by stating that the Board previously approved a policy to fund this project as pay-go.

Board President Peterson requested that the policy reflect that the reserves are only for the District's portion of the Pure Water Project Las Virgenes-Triunfo.

Don Patterson, Director of Finance and Administration, responded to a question regarding setting a policy for one water cost by stating that a policy could be set after the next rate study.

Motion carried by the following vote:

AYES: Lewitt, Polan, Renger, Peterson
NOES: None

ABSTAIN: None
ABSENT: Caspary

B Proposed Operating and Capital Improvement Budget for Fiscal Years 2018-20: Approval and Adoption

Approve the Two-Year Budget Plan for Fiscal Year 2018-20 and adopt the Fiscal Year 2018-19 Budget; authorize the General Manager to pre-pay the District's annual required contribution to CalPERS in the amount of \$1,371,771, for its unfunded accrued liability; authorize the General Manager to contribute \$1,330,305 to reduce the District's OPEB unfunded accrued liability; and authorize the use of penalty revenues of \$1,802,789 for the AMR/AMI Implementation, \$1,002,774 for weather-based irrigation controllers and \$128,309 for rain barrels.

Director Lewitt moved to approve Item 8B. Motion seconded by Director Renger. Motion carried by the following vote:

AYES: Lewitt, Polan, Renger, Peterson
NOES: None
ABSTAIN: None
ABSENT: Caspary

C Investment Strategy for Other Post-Employment Benefits (OPEB) Trust

Authorize the General Manager to transfer funds and direct future contributions to Strategy 3 in the California Employers Retiree Benefits Trust for other post-employment benefits.

Don Patterson, Director of Finance and Administration, presented the report and PowerPoint presentation. He responded to a question regarding the District's global investments, which are focused on United States and Southern Europe investments.

Director Renger moved to approve Item 8C. Motion seconded by Director Lewitt. Motion carried by the following vote:

AYES: Lewitt, Polan, Renger, Peterson
NOES: None
ABSTAIN: None
ABSENT: Caspary

9. LEGAL SERVICES

A Update to Section 2-6.203 of Las Virgenes Municipal Water District Code

Pass, approve and adopt Resolution No. 2535, amending Section 2-6.203 of the Las Virgenes Municipal Water District Code as it relates to approval of warrants.

RESOLUTION NO. 2535

A RESOLUTION OF THE BOARD OF DIRECTORS OF LAS VIRGENES MUNICIPAL WATER DISTRICT AMENDING RESOLUTION NO. 2468 (LAS VIRGENES CODE) AS IT RELATES TO APPROVAL OF WARRANTS

(Reference is hereby made to Resolution No. 2535 on file in the District's Resolution Book and by this reference the same is incorporated herein.)

General Manager David Pedersen presented the report.

Director Polan moved to approve Item 9A. Motion seconded by Director Renger.

Keith Lemieux, District Counsel, responded to a question regarding whether this code section would include any regulatory fees by stating that this section would cover any non-discretionary regulatory fees. General Manager David Pedersen added that if an invoice is received for an inconsistent regulatory fee, staff would research and bring it to the Board for review and/or approval.

Motion carried by the following vote:

AYES: Lewitt, Polan, Renger, Peterson

NOES: None

ABSTAIN: None

ABSENT: Caspary

10. INFORMATION ITEMS

A GFOA Certificate of Achievement for Excellence in Financial Reporting

Board President Peterson commended staff on receiving the certificate of achievement.

11. NON-ACTION ITEMS

A Organization Reports

- (1) MWD Representative Report

Board President Peterson reported that he attended MWD Committee meetings earlier in the day, including the Ethics and Audit Committee and the Special Committee on Bay-Delta. He noted that the Special Committee on the Bay-Delta received an update on the formation of the Delta Conveyance Design and Construction Joint Powers Authority, which will manage construction of the California WaterFix. He stated that there could be a possibility that the MWD Board might bring back the vote on the California WaterFix due to alleged claims of violation to the Brown Act and to allow Board members to declare any ex parte communications.

- (2) Other

B Director's Reports on Outside Meetings

Director Renger reported that he attended the Association of Water Agencies of Ventura County (AWAVC) WaterWise Breakfast on May 17th, which was moderated by Director Lewitt. He noted that General Manager David Pedersen served on a panel to discuss SB 623 related to imposing a water tax.

Director Lewitt reported that he also attended the AWAVC WaterWise breakfast and he expressed his appreciation for being allowed to serve as the moderator. He suggested that the District align with Congresswoman Julie Brownley and Senator Henry Stern to assist in lobbying for shared interests in Ventura and Los Angeles Counties.

C General Manager Reports

- (1) General Business

General Manager David Pedersen noted that the District's website updates have been completed, and information is easily accessible and customer-centric. He also noted that the Solar Cup Competition was held the past weekend, and Calabasas High School participated. Board President Peterson noted that Calabasas High School won awards in hottest boat and second fastest sprint.

- (2) Follow-Up Items

D Directors' Comments

None.

12. FUTURE AGENDA ITEMS

None.

13. PUBLIC COMMENTS

None.

14. CLOSED SESSION

A Conference with Labor Negotiator (Government Code Section 94957.6):

Agency Designated Representative: David W. Pedersen, General Manager; Donald Patterson, Director of Finance and Administration; Sherri Paniagua, Human Resources Director; and Kristi Reccia, Liebert Cassidy Whitmore

Employee Organization(s): Las Virgenes Manager, Supervisor, Professional and Confidential Employees Association

B Public Employee Performance Evaluation (Government Code Section 54957):

Title: General Manager

The Board recessed to Closed Session for Item 14A at **6:32 p.m.** and reconvened to Open Session at **6:49 p.m.**

District Counsel Keith Lemieux reported that the Board received a report during the Closed Session for Item 14A and the Board directed the General Manager to bring back to the next meeting seven-month Memoranda of Understanding with the Management Unit and Supervisor, Professional and Confidential Unit (MOU), effective June 1, 2018 through December 31, 2018, that includes a 3.5 percent salary increase effective the first full pay period in June and a reopener to commence negotiations on a successor MOU upon completion of the Total Compensation Study.

The Board recessed to Closed Session for Item 14B at **6:51 p.m.** and reconvened to Open Session at **6:58 p.m.**

District Counsel Keith Lemieux reported that the Board received a report during the Closed Session for Item 14B and there was no reportable action.

15. OPEN SESSION AND ADJOURNMENT

Seeing no further business to come before the Board, the meeting was duly adjourned at **6:58 p.m.**, in memory of former LVMWD Board member Hal Helsley.

GLEN PETERSON, President
Board of Directors
Las Virgenes Municipal Water District

ATTEST:

JAY LEWITT, Secretary
Board of Directors
Las Virgenes Municipal Water District

(SEAL)

June 4, 2018

To: Payroll

From: David W. Pedersen
General Manager



RE: Per Diem Request – May 2018

Attached are the Director statements of attendance for meetings, conferences and miscellaneous functions, which are summarized in the table below. If you have any questions, please contact me. Thank you.

On April 25, 2017, the Board adopted Resolution No. 2513, amending the per diem rate to \$220.

<u>Director</u>	<u>No. of Meetings</u>	<u>Rate</u>	<u>Total</u>
Charles Caspary	7	\$220.00	\$1,540.00
Jay Lewitt	9	\$220.00	\$1,980.00
Glen Peterson LVMWD* – 3 MWD** – 8	11	\$220.00	\$2,420.00
Leonard Polan	6	\$220.00	\$1,320.00
Lee Renger	4	\$220.00	\$880.00

*LVMWD Code Section 2-2.106(a): "not exceeding a total of ten (10) days in any calendar month"

**LVMWD Code Section 2-2.106(b): MWD director "not exceeding a total of ten (10) additional days in any calendar month."

LAS VIRGENES MUNICIPAL WATER DISTRICT - PER DIEM REPORT



To: Josie Guzman

Director's Name: Jay Lewitt

Month of: May

Division: 5

The following are Las Virgenes Municipal Water District Board of Directors Meetings, Committee Meetings/Conferences I have attended:

Date(s)	# of Days Claimed		Reimbursible Expenses ² (Y/N)	Check One		Event Title
	Event	Travel ¹		Total	MWD	
5.7.18	1		1		x	JPA board meeting
5.8.18	1	1	mileage		x	ACWA federal affairs meeting Sacramento
5.9.18	1		1		x	ACWA Sacramento
5.10.18	1		1		x	ACWA Sacramento
5.11.18	1	1	mileage		x	ACWA Sacramento
5.12.18	1		1		x	LVMWD Quarterly tour
5.16.18	1	1	mileage		x	LV Callegas Board Meeting
5.17.18	1	1	mileage		x	AWA Thousand Oaks
5.22.18	1		1		x	LVMWD board meeting
TOTAL				9		

Date Submitted: 5.29.18

Director Signature: JL

NOTES: **1.** Travel the day before and/or after an authorized meeting or seminar outside of LA, Ventura and Orange Counties may be paid in accordance with Board Policy. **2.** Attach completed Statement of Account and Claim for Personally Incurred Expenses form.



June 12, 2018 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject : Monthly Cash and Investment Report - April 2018

SUMMARY:

During the month of April, the value of the District's investment portfolio decreased from \$81,007,544, held on March 31, 2018, to \$79,949,126. No investments matured or were called during April and two investments were purchased, increasing the book value to \$47,034,625. The value of the District's Local Agency Investment Fund (LAIF) account decreased to \$30,137,882.

RECOMMENDATION(S):

Receive and file the monthly cash and investment report for April 2018.

FISCAL IMPACT:

No

ITEM BUDGETED:

No

DISCUSSION:

As of April 30, 2018, the District held \$79,949,126, up 22.10% year-over-year. The portfolio was down 1.31% from the previous month's total of \$81,007,544. The majority of the funds were held in the District's investment account, which had a April 30th book value of \$47,034,625. LAIF held the majority of the remaining funds, in the amount of \$30,137,882. A significant portion of the balance, \$2,764,381, was held in LAIF as required reserves for the bond refunding. The annualized yield for the District's investment portfolio was 1.82% in April 2018, up six basis points from March. The annualized yield on the District's LAIF funds was 1.66% in April, up as compared to March's 1.52%. The total yield on the District's accounts

was 1.76%, up from 1.24% year-over-year.

No investments matured or were called during April 2018.

The following investments were purchased during April 2018:

- FFCB agency bullet in the amount of \$1,000,000 maturing on 4/11/23; Yield 2.70%.
- FHLMC agency callable in the amount of \$1,000,000 maturing on 4/27/23; Yield 3.10%.

The following transactions occurred in the District's LAIF account:

- 4/3/18 – Withdraw in the amount of \$1,300,000.
- 4/13/18 – Quarterly interest in the amount of \$119,368.12.
- 4/27/18 – Withdraw in the amount of \$1,000,000.
- 4/30/18 – Withdraw in the amount of \$800,000.

The District's investments are in compliance with the adopted Investment Policy, and the District has sufficient funds to meet expenditures during the next six months from funds held in LAIF.

Cash Analysis

Another important aspect of the Monthly Cash and Investment Report is to monitor the District's performance as compared to its adopted Financial Policies. Attachment B shows the District's total cash and investments as of April 30, 2018 and compares the balances to the adopted Financial Policies. As shown for April, the Potable Water Enterprise was \$14.0 million below the levels set forth in the District's Financial Policies. The Sanitation Enterprise had cash and investments available for capital in the amount of \$13.8 million, and the Recycled Water Enterprise had cash and investments available for capital in the amount of \$8.2 million.

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Donald Patterson

ATTACHMENTS:

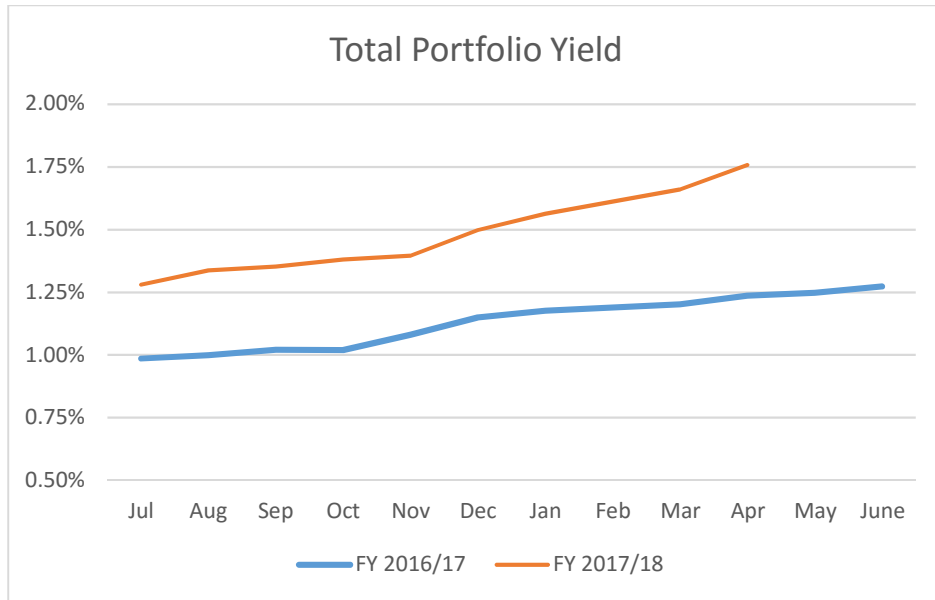
Charts

Monthly Investment Report

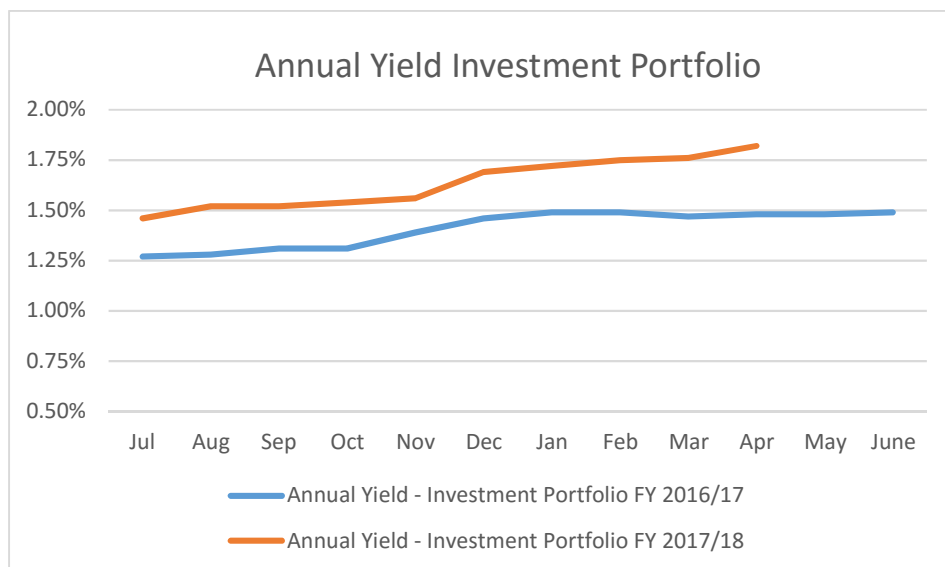
Definitions

April Cash Report

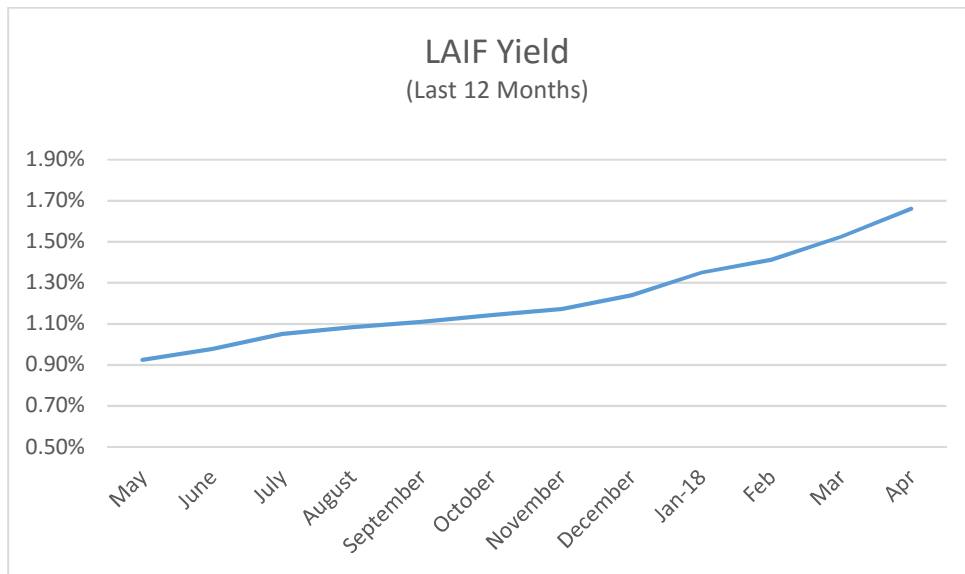
The District’s total yield varies depending on the percentage of the portfolio in LAIF versus the Investment Portfolio. If a higher percentage of the District’s funds are in LAIF, the lower the total yield since LAIF is more liquid, more conservative, and has significantly lower yields than bonds held in the Investment Portfolio. As of April 30, 2018, at Book Value, LAIF held 37.70% of the District’s portfolio, the investment portfolio held 58.82%, and the refunding revenue bonds held 3.46%, with the remainder in a money market account. As can be seen in the chart below, the total yield in April 2018 was 1.76%, ten basis point higher than March 2018 and up from 1.24% one year ago.



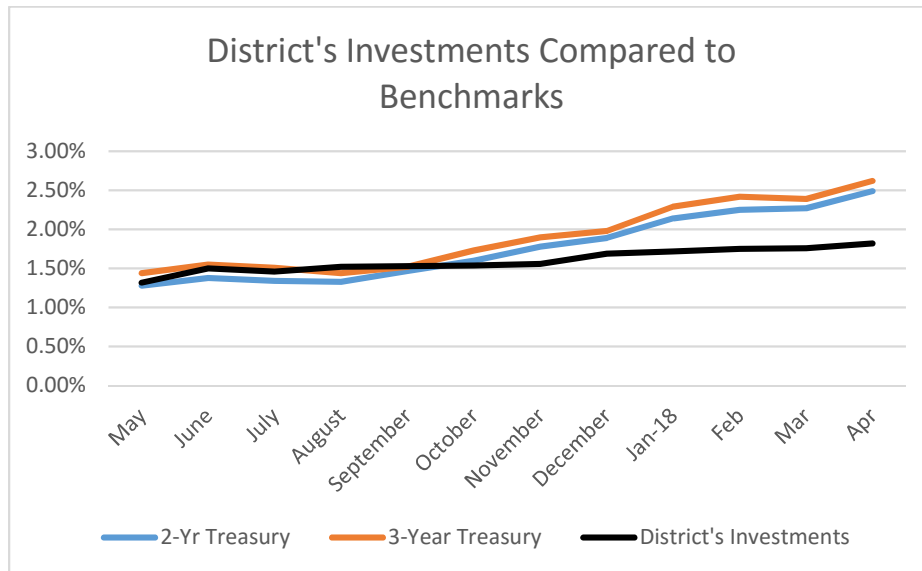
In April, the annualized yield for the District’s Investment Portfolio was up from March at 1.82% and up from 1.48% a year ago. The chart below shows annualized monthly yield of the current fiscal year compared with the same monthly yield over the previous year.



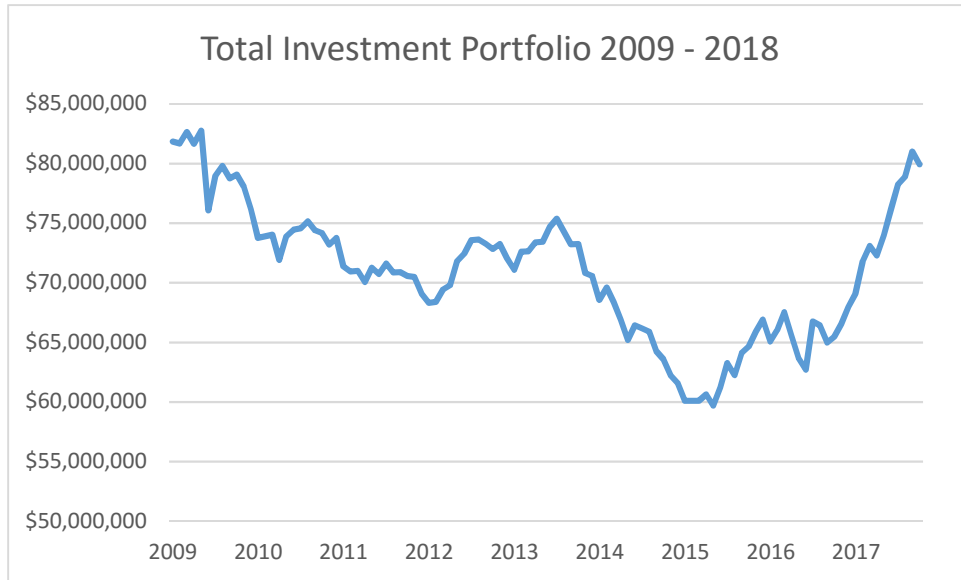
The following chart shows the average annualized LAIF yields over the past twelve months. In April, the LAIF yield was 1.66%, up from 1.52% in March and up from 0.93% a year ago.



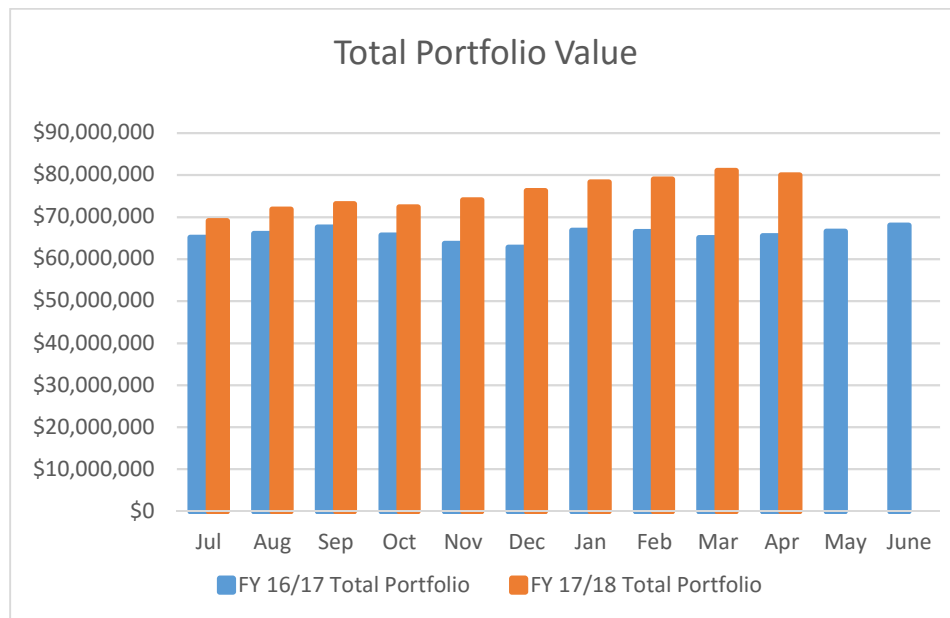
In order to benchmark how the District's portfolio is performing, it is useful to compare its investment portfolio with a comparable index. The District has historically compared its investment portfolio returns to the 2-Year and 3-Year Treasury notes. Because the District buys and holds its investments, the average portfolio yield should generally be flatter and trail the 2 and 3-year Treasuries.



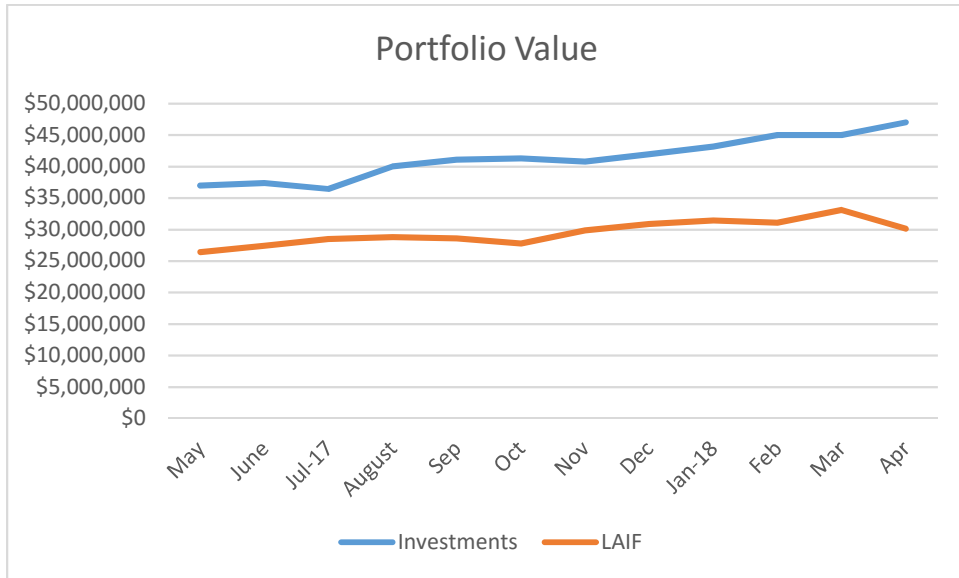
Equally important to monitoring performance is to monitor total portfolio value which includes the District's Investment Portfolio and LAIF accounts. The chart below shows the total portfolio value between 2009 and 2018. The significant reduction in 2014 is primarily because of the Torchwood Tank and other backbone improvement program projects. In April, the District's portfolio decreased 1.31% from March to \$79,949,126.



The chart below compares total portfolio value in the current Fiscal Year, compared to the same period in the previous fiscal year.



The chart below shows the value of the District’s Investment and LAIF portfolios over the past twelve-month period. The District’s Investment Policy requires an amount equal to 6 months of operating budget to be kept in LAIF, which is \$24.6 million.



Date: May 16, 2018
 To: David W. Pedersen, General Manager
 From: Finance and Administration Department
 Subject: Investment Report for the Month of April 2018

Summary of Investments

Investments Maturing Within Six Months:

Disc./Cpn Rate	Yield To Maturity	Yield To Call	Investment Type	Date Invested	Next Call Date	Date Matures	Book Value	Par Value	Market Value	Market Value Source
0.950%	0.950%		FHLMC-Bullet	05/22/13		05/22/18	1,000,000	1,000,000	999,600	Custodian
1.250%	1.250%		FHLB-Bullet	06/26/13		06/26/18	1,000,000	1,000,000	999,240	Custodian
2.000%	0.911%		AMAWTR-Muni Bond	11/17/16		06/01/18	508,305	500,000	500,170	Custodian
1.810%	1.810%		COTSCD-Muni Bond	04/19/17		08/01/18	545,000	545,000	544,014	Custodian
			Sub-Total				3,053,305	3,045,000	3,043,024	

Investments Maturing After Six Months:

1.300%	1.300%	1.300%	FHLB-Bullet	03/30/15		10/30/18	1,000,000	1,000,000	996,250	Custodian
1.600%	1.600%	1.600%	FNMA-Bullet	05/19/15		05/19/20	1,000,000	1,000,000	981,230	Custodian
1.150%	1.150%	1.150%	FFCB-Callable Coupon	02/23/16	Cont. 5/23/16	11/23/18	1,000,000	1,000,000	994,090	Custodian
1.500%	0.983%		FHLB-Bullet	02/09/16		03/08/19	1,015,650	1,000,000	993,570	Custodian
1.350%	1.350%	1.350%	FNMA-Callable Coupon	02/26/16	05/26/18	08/26/19	1,000,000	1,000,000	986,170	Custodian
1.300%	1.300%		FNMA-Bullet	02/24/16		02/24/20	1,000,000	1,000,000	978,670	Custodian
2.250%	1.732%		CONNECTICUT ST-MuniBo	02/17/16		09/01/20	1,119,649	1,095,000	1,072,837	Custodian
2.427%	1.779%		NEWSCD-MuniBond	03/17/16		08/01/20	934,688	910,000	899,035	Custodian
1.25%-Up	2.120%	1.250%	FHLMC-Callable Coupon	04/04/16	06/30/18	03/30/21	1,000,000	1,000,000	985,080	Custodian
1.400%	1.400%	1.400%	FFCB-Callable Coupon	04/13/16	Cont. 4/13/17	04/13/20	1,000,000	1,000,000	975,560	Custodian
1.500%	1.500%		CAL ST-MuniBond	04/28/16		04/01/21	1,000,000	1,000,000	962,280	Custodian
1.5%-Up	1.866%	1.625%	FHLMC-Callable Coupon	06/16/16	06/16/18	06/16/21	1,000,000	1,000,000	974,110	Custodian
2.387%	1.392%		SCVWTR-MuniBond	06/21/16		06/01/21	1,047,370	1,000,000	982,200	Custodian
1.400%	1.400%	1.400%	FHLMC-Bullet	06/27/16		12/27/19	1,000,000	1,000,000	982,640	Custodian
1.0%-Up	2.014%	1.000%	FHLB-Callable Coupon	06/30/16	06/30/18	06/30/21	1,000,000	1,000,000	975,390	Custodian
1.960%	1.960%	1.960%	MOUSCD-MuniBond	07/14/16		08/01/21	600,000	600,000	576,096	Custodian
1.180%	1.114%	1.039%	FFCB-Bullet	07/22/16		06/13/19	1,001,250	1,000,000	987,250	Custodian
1.550%	1.550%		CAPITAL ONE BANK - CD	08/10/16		08/10/21	245,000	245,000	234,472	Custodian
1.580%	1.501%	0.700%	FNMA-Callable Coupon	08/15/16	06/15/18	06/15/20	1,002,920	1,000,000	980,110	Custodian
1.400%	1.400%	1.400%	FNMA-Callable Coupon	08/24/16	05/24/18	08/24/20	1,000,000	1,000,000	973,820	Custodian
1.350%	1.350%		ALLY BANK-CD	09/08/16		09/09/19	245,000	245,000	240,960	Custodian
1.450%	1.450%		JP Morgan Chase BK-CD	09/16/16	06/16/18	09/16/20	245,000	245,000	237,035	Custodian
1.713%	1.713%		CASPWR-Muni Bond	09/28/16		05/01/21	984,453	984,453	955,717	Custodian
1.480%	1.480%	1.483%	FNMA-Callable Coupon	09/29/16	06/29/18	12/29/20	1,000,000	1,000,000	971,180	Custodian
1.25%-Up	2.115%	1.250%	FHLB-Callable Coupon	11/17/16	05/17/18	11/17/21	1,000,000	1,000,000	972,180	Custodian
1.3%-Up	2.116%	1.300%	FHLMC-Callable Coupon	11/22/16	05/22/18	11/22/21	1,000,000	1,000,000	972,160	Custodian
1.6%-Up	1.875%	1.600%	FHLB-Callable Coupon	12/09/16	06/09/18	12/09/21	1,000,000	1,000,000	967,280	Custodian
2.000%	2.046%	2.018%	FHLMC-Bullet	01/30/17		01/26/22	997,850	1,000,000	971,880	Custodian
1.250%	1.250%		CASHGR-Muni Bond	03/09/17		11/01/18	360,000	360,000	358,571	Custodian
1.600%	1.600%		Lake City Bank - CD	03/22/17		03/22/19	245,000	245,000	243,929	Custodian
1.800%	1.800%		MDS-Muni Bond	03/22/17		03/15/20	1,000,000	1,000,000	985,330	Custodian
1.610%	1.610%		FHLMC-Bullet	03/27/17		12/27/19	1,000,000	1,000,000	985,470	Custodian
2.350%	2.350%		Goldman Sachs Bank - CD	06/21/17		06/21/22	245,000	245,000	240,154	Custodian
2.350%	2.350%		Sallie Mae Bank/Salt LK-CD	06/21/17		06/21/22	245,000	245,000	240,154	Custodian
2.125%	2.124%	2.084%	FHLMC-Callable Coupon	08/09/17	06/29/18	06/29/22	1,000,050	1,000,000	966,730	Custodian

LVMWD Investment Report for the Month Ending April 30, 2018

Disc./Cpn Rate	Yield To Maturity	Yield To Call	Investment Type	Date Invested	Next Call Date	Date Matures	Book Value	Par Value	Market Value	Market Value Source
Investments Maturing After Six Months (Continued):										
2.000%	2.000%	2.000%	FHLB-Callable Coupon	08/10/17	08/10/20	08/10/22	1,000,000	1,000,000	964,370	Custodian
1.5%-Up	2.104%	1.465%	FHLMC-Callable Coupon	08/16/17	06/29/18	06/29/22	1,000,300	1,000,000	972,030	Custodian
2.400%	2.400%		American Express - CD	08/29/17		08/29/22	245,000	245,000	238,427	Custodian
2.400%	2.400%		Capital One NA - CD	08/30/17		08/30/22	245,000	245,000	240,058	Custodian
1.750%	1.766%		FFCB-Bullet	09/13/17		09/13/22	999,250	1,000,000	954,030	Custodian
1.750%	1.700%		Neighbors FCU - CD	09/29/17		09/30/19	245,000	245,000	242,981	Custodian
1.700%	1.700%		Discover Bank - CD	10/04/17		10/04/19	245,000	245,000	242,778	Custodian
2.500%	2.604%		SFOFAC-Muni Bond	11/09/17		09/01/22	497,650	500,000	482,455	Custodian
2.230%	2.230%	2.230%	FFCB-Callable Coupon	11/09/17	11/01/18	11/01/22	1,000,000	1,000,000	967,790	Custodian
2.300%	2.300%	2.300%	FHLB-Callable Coupon	11/28/17	11/28/18	11/28/22	1,000,000	1,000,000	970,150	Custodian
2.050%	2.050%		BMW Bank - CD	11/29/17		11/30/20	245,000	245,000	240,835	Custodian
2.500%	2.500%		Wells Fargo Bank - CD	12/08/17		12/08/22	245,000	245,000	239,230	Custodian
2.550%	2.550%		NYSDEV-Muni Bond	12/21/17		03/15/22	1,000,000	1,000,000	981,880	Custodian
2.300%	2.300%		FHLMC-Callable Coupon	12/27/17	12/27/19	12/27/22	1,000,000	1,000,000	974,610	Custodian
2.200%	2.200%		Merrick Bank-CD	01/09/18		01/11/21	245,000	245,000	241,423	Custodian
2.650%	2.650%		Morgan Stanley Bank-CD	01/11/18		01/11/23	245,000	245,000	241,587	Custodian
2.130%	2.338%		FAMCA-Bullet	01/24/18		01/24/23	990,240	1,000,000	968,980	Custodian
2.650%	2.650%	2.650%	FHLB-Callable Coupon	02/28/18	02/28/20	02/28/23	1,000,000	1,000,000	989,890	Custodian
3.050%	3.050%	3.050%	FHLMC-Callable Coupon	03/28/18	09/28/18	03/28/23	1,000,000	1,000,000	991,550	Custodian
2.700%	2.700%		FFCB-Bullet	04/11/18		04/11/23	1,000,000	1,000,000	990,690	Custodian
3.100%	3.100%	3.100%	FHLMC-Callable Coupon	04/27/18	07/27/18	04/27/23	1,000,000	1,000,000	990,540	Custodian
Sub-Total							43,981,320	43,879,453	42,925,874	
Total Investments							\$47,034,625	\$46,924,453	\$45,968,898	

Note: Gov. Agency Coupon Notes will distribute interest every six month.

- 1-CPNRT=1.25% to 3/18; 1.75% to 9/18; 2.25% to 3/20; 3.5% to 9/20; thereafter 5.5%.
- 3-CPNRT=1% to 12/17; 1.25% to 12/18; 1.5% to 12/19; 2% to 6/20; 4% to 12/20; thereafter 6%.
- 5-CPNRT=1.3% to 5/19; 1.5% to 5/20; 2% to 11/20; 4% to 5/21; thereafter 6%.
- 7-CPNRT=1.5% to 6/18; thereafter 2.25%.

Interest earnings for the month were as followed:

Investments	Amount Earned/Accrued	Current Yield
Refunding Revenue Bonds - Reserve Fund (Bank of New York Mellon)	\$3,801	1.661%
Local Agency Investment Fund (LAIF)	67,522	1.820%
Blackrock Liquidity Fund - US Treasury Money Market Fund (Union Bank)	41,716	1.661%
Sweep Accounts (Wells Fargo Bank/Bank of New York Mellon)	39	1.310%
Total Earnings	\$114,635	1.472%

Schedule of Investment Balance Limitations (Per District investment policy)

The source of the market valuation is as followed:

Investments (Note 1)	Total Amount Invested	% of Total	Max. Limit Allowed
Refunding Revenue Bonds - Reserve Fund (Bank of New York Mellon/LAIF)	\$47,034,625	58.82%	no limit
Blackrock Liquidity Fund - US Treasury Money Market Fund (Union Bank)	2,764,381	3.46%	1 yr debt pmt.
Local Agency Investment Fund (LAIF)	12,238	0.02%	no limit
Total	\$79,949,126	37.70%	65,000,000

(Note 2)

Note 1: The average weighted duration for investments, excluding LAIF, is 1,042 days, which is under the assumption that callable coupons will not be called and will be held until maturity.
 Note 2: In April 2018, Joint Powers Authority's participation in investment is \$4,796,552.18, of which \$3,213,736.53 (or 67.00%) belongs to LV.

Bank Account Balances as of April 30, 2018:

Bank Name	Account Type	Amount
Wells Fargo Bank	Checking	\$113,262 (Note 3)
Wells Fargo Bank	Sweep	403,028
Bank of New York Mellon	Money Market	279,106 (Fund is available for Debt Service Payment due on May 1, 2018)
	Total	\$795,396

Note 3: This is bank balance without adjusting for outstanding checks. The total amount of outstanding checks is unavailable at the time of reporting.

"All District investments are included in this report and all investments, except those relating to debt issues and deferred compensation programs funds, conform to District investment policy. All investment transactions within the period covered by this report, except for the exceptions noted above, conform to District investment policy. Deferred compensation program funds are not included in this report; their investment is directed by individual employees participating in the deferred compensation program and not by the District. Debt issue funds are included in this report; their investment is controlled by specific provisions of the issuance documents and not by the District."

"The deposits and investments of the District safeguard the principal and maintain the liquidity needs of the District, providing the District with the ability to meet expenditure requirements for the next six months. The maturity dates are compatible with foreseeable cash flow requirements. The deposits and investments can be easily and rapidly converted into cash without substantial loss of value."

Approved for June 12, 2018 Agenda:

David W. Pedersen, General Manager

I HEREBY CERTIFY THAT THE FOREGOING IS TRUE AND CORRECT

TO THE BEST OF MY KNOWLEDGE

Lee Renger, Treasurer

Definitions

- Disc./Cpn Rate – The yield paid by a fixed income security.
- Yield to Call (YTC) – The rate of return of a security held to call when interest payments, market value and par value are considered.
- Yield to Maturity (YTM) – The rate of return of a security held to maturity when interest payments, market value and par value are considered.
- Bullet – A fixed income security that cannot be redeemed by the issuer until the maturity date.
- Callable – A fixed income security that can be redeemed by the issuer before the maturity date.
- Book Value – The price paid for the security.
- Par Value – The face value of a security.
- Market Value – The current price of a security.
- Custodian – The financial institution that holds securities for an investor.

Investment Abbreviations

- FHLB – Federal Home Loan Bank
- FHLMC – Federal Home Loan Mortgage Corporation (Freddie Mac)
- FNMA – Federal National Mortgage Association (Fannie Mae)
- FFCB – Federal Farm Credit Bank
- FAMCA – Federal Agricultural Mortgage Corporation
- Bonds
 - AMAWTR – Amador Water Agency
 - CAL ST – State of California
 - CASHGR – California State University
 - CASPWR – State of California Department of Water Resources
 - CON ST – State of Connecticut
 - COTSCD - Cotati-Rohnert Park Unified School District
 - MDS – State of Maryland
 - MOUSCD – Mountain View Unified School District
 - NEWSCD – Newark, CA Unified School District
 - NYSDEV – New York State Urban Development Revenue Bond
 - SCVWTR – Santa Clara Valley Water District
 - SFOFAC – City and County of San Francisco Community Facilities District

LVMWD CASH ANALYSIS - April 30, 2018

	Restricted Cash	Cash Held by Policy	Policy Requirement	Over (Short) Policy By Enterprise
101 - Potable Water Operations		8,100,208	8,376,511	
201 - Potable Water Construction	(1,697,515)			
301 - Potable Water Replacement		1,290,590	13,020,658	
603 - Rate Stabilization Fund		7,750,000	8,000,000	
Total Potable Water	(1,697,515)	17,140,798	29,397,169	(13,953,885.86)
102 - Recycled Water Operations*		9,824,453	765,534	
203 - Recycled Water Construction	(813,785)			
302 - Recycled Water Replacement*		2,313,977	2,319,566	
Total Recycled Water	(813,785)	12,138,429	3,085,100	8,239,544.95
130 - Sanitation Operations*		22,425,696	2,959,797	
230 - Sanitation Construction	(1,177,332)			
330 - Sanitation Replacement*		6,920,899	11,408,452	
Total Sanitation	(1,177,332)	29,346,595	14,368,249	13,801,014.86
606 & 607 - Refunding Revenue Bonds - Reserve Fund	3,043,486			
701 - Vested Sick Leave Reserve	1,416,515			
720 - Insurance Reserve		7,415,381	7,378,555	36,826.05
JPA	5,773,833			
Prepaid Connection Fees & Undistributed Interest	7,969,209			
<i>Subtotal</i>	<u>14,514,413</u>	<u>66,041,203</u>		
TOTAL	80,555,616			

Financial Policy - Cash required to comply with District's adopted Financial Policy.

Restricted Cash - Revenue restricted to a particular purpose.

Bond Covenants - Money relating to bond financing that is restricted in use and required by promises made in bond documents.

Figures are reconciled at year-end.



June 12, 2018 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject : Water Utility Boxes and Covers: Award of Bid

SUMMARY:

On May 2, 2018, a request for bids was released for the annual supply and delivery of water utility boxes, extensions, and covers to establish an annual purchase order contract with four one-year renewal options. The material will be purchased through an annual purchase order and stocked by the District's warehouse. Staff is recommending award of the bid to Dangelo Co. in the amount of \$68,427.65.

RECOMMENDATION(S):

Accept the bid from Dangelo Co. and authorize the General Manager to issue a one-year purchase order, in the amount of \$68,427.65, with four one-year renewal options.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

The total one-year cost for this purchase is estimated to be \$68,427.65. The cumulative total would be \$342,138.25 if all renewal options are exercised. Sufficient funds are available in the adopted Fiscal Year 2017-18 and 2018-19 Budgets and will be proposed in future year budgets. The boxes, extensions, and covers are District inventory items; the actual costs will be expensed when the items are used.

DISCUSSION:

Background:

The District has numerous boxes, extensions, and covers from various manufacturers already installed throughout its service area in the standard sizes known as 12" x 20" and 17" x 30", sometimes referred to as size 37 and 66 respectively. The District requested bids for an annual purchase order contract for the supply and delivery of utility boxes, extensions, and covers. The purpose of the bid was to ensure set pricing for the duration of the contract period, allow for expedited delivery upon order release, and secure a quantity discount.

The request for bids specified a universal product to allow for use with existing installed standard size product from other manufacturers. A lighter weight product with an H-20 traffic rating was specified in an effort to promote employee safety and standardize current inventory. The bid was structured to allow for multiple award, if financially prudent, so as not to exclude a potential bidder who may not be able to meet the weight or load requirements for boxes but was still able to meet all requirements for the covers.

Prior to release of the bid staff determined standardizing the box and lid inventory to a lighter weight material with one universal traffic rating for each size best met the District's current needs. The change will help to prevent injuries to employees and ensure staff is installing the correct product for each application. Installing H-20 rated boxes in sidewalks and pedestrian pathways will provide additional protection to the District's and Customer's equipment located within the meter boxes. Standardizing is expected to improve inventory accuracy as well; reducing the different types of boxes, extensions, and covers on hand will reduce the chance of items being issued out or counted incorrectly.

Bid Process:

A request for bids was posted on the District's website, advertised in *The Acorn*, and sent to ten different vendors that previously expressed interest in meter box bids. Two responses were received and publicly opened. Dangelo Co. submitted the lowest responsive, responsible bid for all products.

During the bid review process two irregularities were noticed and waived. Both bidders were unable to meet the requested delivery dates of 21 days for the initial order and 14 days for additional releases, therefore the requirement was waived. Dangelo Co. did not list extended pricing, therefore unit pricing and the written total bid amount were used to determine the low bidder. This irregularity was not a reason to disqualify the bid, in accordance with the Instructions to Bidders, "In the case of discrepancy between unit prices and extended totals, unit prices will prevail. In the case of discrepancy between words and figures, words will prevail." Unit pricing and a written total were provided in the bid from Dangelo Co. along with the required load testing certification, warranty, and product information sheets. A copy of the bid form-schedule submitted by Dangelo Co., with extended pricing noted in left margin by District staff, is attached.

Bid Summary:

Bidder	Total Bid
Dangelo Co.	\$68,427.65
Ferguson	\$69,310.48

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

The use of a competitive process resulted in lower long term pricing and will reduce staff time for processing future orders.

Prepared by: Gretchen Bullock, Purchasing Supervisor

ATTACHMENTS:

Deangelo Bid

**Las Virgenes Municipal Water District
Bid Form-Schedule
Utility Boxes and Covers**

The undersigned states and declares as follows: that the bidder has carefully read and examined the Bid Documents; Bid Notice; Instruction to Bidders; Bid Specifications including exhibits; Bid Form-Schedule; and that the bidder will comply with the bid terms and conditions. The undersigned agrees to supply and deliver materials in strict conformity with the specifications and instructions enclosed with the Invitation for Bids for the prices set forth below in this bid schedule.

It is understood that this bid shall remain open and shall not be withdrawn for a period of ninety (90) days from the date prescribed for the opening of the bid.

It is further agreed that the materials/services to be furnished under this bid shall be delivered at such time and in such quantities as called for by the Las Virgenes Municipal Water District.

Materials/Services to be furnished under this bid shall be delivered FOB Destination Freight Pre-Paid and Allowed to Las Virgenes Municipal Water District, Building 7, 4232 Las Virgenes Road, Calabasas, CA 91302 within 21 days after receipt of order (ARO) or the specified time submitted by bidder, whichever is less.

All bidders are required to submit with their bid:

- a. Completed Bid Form-Schedule (3 pages)
- b. Published Warranty for product bid
- c. Product information/technical data sheet
- d. Load testing results from an independent third party
- e. Expected delivery time After Receipt of Order (ARO)

The bidder's authorized officer identified below hereby declares that the representations in this bid are true and correct and of my own personal knowledge, and that these representations are made under penalty of perjury under the laws of the State of California, and that I am duly authorized to bind this bidder to this bid.

>>>continued on next page<<<

Las Virgenes Municipal Water District
 Bid Form-Schedule
 Utility Boxes and Covers

~~ORIGINAL~~

Bid Item No.	Quantity	Unit of Measure UOM	Description Refer to Bid Scope & Specifications for detailed description	Unit Price	Extended Price
1.	125	each	Box, 12" x 20"	67 ³⁴	\$ 0.00
Manufacturer & Model: DFW 486 WBC4-12 Body					\$ 8,417.50
2.	125	each	Box, 17" x 30"	91 ⁷⁴	\$ 0.00
Manufacturer & Model: DFW 1640C4-12-Body					\$ 11,470.00
3.	125	each	Cover, 12"x 20", H-20 Solid	34 ⁹⁵	\$ 0.00
Manufacturer & Model: DFW 486-4F Lid					\$ 4,368.75
4.	125	each	Cover, 17"x 30", H-20 Solid	71 ¹¹	\$ 0.00
Manufacturer & Model: DFW 1640C-427-Lid					\$ 8,888.75
5.	200	each	Extension, 12" x 20"--12"h	54 ⁹⁷	\$ 0.00
Manufacturer & Model: DFW 486 WBC4-12-EXT					\$ 10,994.00
6.	200	each	Extension, 17" x 30"--12"h	91 ⁷⁴	\$ 0.00
Manufacturer & Model: DFW 1640C4-12-EXT					\$ 18,352.00
			CA Sales Tax	9.5%	5,936 ⁶⁵
			Total Bid	\$ 0.00	\$ 68,427.65

Written Total Bid Amount:

Sixty eight thousand Four hundred Twenty seven dollars and Sixty-five cents
 Promised delivery time in days after receipt of order:

Initial Order 49 days Additional Releases 49 days

>>>continued on next page<<

Las Virgenes Municipal Water District
Bid Form-Schedule
Utility Boxes and Covers

~~ORIGINAL~~


Notes or Exceptions:

Addendum Acknowledgement (if applicable):

Addendum #1 Signed: _____
Addendum #2 Signed: _____
Addendum #3 Signed: _____

Bidder:

Dargelo Co. 5-23-18
Corporate Name of Bidder Date

By:  Sales
Authorized Signature Title

Matt Nielsen MNielsen@Jwdco.com
Print Name E-mail

601 S. Harbor Blvd 562-690-1000 ext 302
Phone

La Habra CA 90631
Address Fax



June 12, 2018 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject : Claim by Indian Hills Mobile Home Village et al.

SUMMARY:

On April 30, 2018 the District received the attached claim from Indian Hills Mobile Home Village for replacement of the mobile home park's pressure regulator, followed by an additional eight claims from residents of the park totaling \$23,471.15. The claims are for replacement of pressure regulators, leaking pipes and water damage. The damage was caused when a developer's contractor hit a District water main and shut off several valves without the permission or assistance of District staff causing a pressure surge. District Counsel recommends that the claims be denied.

RECOMMENDATION(S):

Deny nine claims from the Indian Hills Mobile Home Village and residents.

FISCAL IMPACT:

No

ITEM BUDGETED:

No

FINANCIAL IMPACT:

There is no financial impact associated with denying the claims.

DISCUSSION:

The initial claim received from Indian Hills Mobile Home Village is for replacement of the mobile home parks failed pressure regulator in the amount of \$8,000. The mobile home park maintains the parks water pressure at 50 psi. Subsequent claims are from the residents of the mobile home park for valves, pipes and fixtures that failed after the mobile home parks pressure regulator failed. The individual claims are listed below.

Claimant	Date of Loss	Claim Amount (\$)	Claim Received	Claim
Indian Hills Mobile Home Village	4/23/2018	\$8,000.00	4/30/2018	Pressure regulator on customer side failed when water was turned on after sub-

Claimant	Date	Amount	Date	Description
Kim, Jooung Kun & Helen J.	4/23/2018	\$156.99	5/2/2018	contractor shut-down water system.
Petty-Myers, Cindy	4/23/2018	\$860.00	5/3/2018	Indian Hills Mobile Home Village Resident-toilet valves & shower head.
Patton, Diedre	4/23/2018	\$425.46	5/3/2018	Indian Hills Mobile Home Village Resident-damaged pipes.
Schulz, Jason	4/23/2018	\$12,950.00	5/7/2018	Indian Hills Mobile Home Village Resident-pressure regulator, toilet fill valves and lines, sink valves.
Cohen, Martin	4/23/2018	\$610.00	5/7/2018	Indian Hills Mobile Home Village Resident-Plumbing and water damage.
Nahan, Kevin & Kim	4/23/2018	\$250.00	5/7/2018	Indian Hills Mobile Home Village Resident-Blown water lines & valves, sprinkler & shower lines.
Carlos Vargas & Ana Moncada	4/23/2018	Unstated	5/9/2018	Indian Hills Mobile Home Village Resident-Shower Head, Toilet fill valve, angle stop and pipe damaged.
Bush, Charles Gregory	4/23/2018	\$218.70	5/17/2018	Indian Hills Mobile Home Village Resident-Water pressure is inconsistent throughout residence, pipes make making noise and toilet running constantly.
				Indian Hills Mobile Home Village Resident-Two broken faucets and pipes throughout the mobile home.
\$23,471.15				

Las Virgenes Municipal Water District Code requires each customer to have adequate devices installed to protect their system from changes in water pressure and that the customer is responsible to ensure devices are maintained in good working order. District staff has investigated the claims and believes that the damage likely resulted from a water pressure surge caused when a developer's contractor closed water valves without the District's permission or assistance to stop the water flow after damaging a District water main on April 23, 2018. The District has forwarded the claims to the developer who was responsible for the damage. District staff and counsel recommend the claims be denied.

GOALS:

Ensure Effective Utilization of the Public's Assets and Money

Prepared by: Mary Capps, Secretary

ATTACHMENTS:

- Claim by Indian Hills Mobile Home Village
- Claim by Kims
- Claim by Cindy Petty-Myers
- Claim by Diedre Patton
- Claim by Jason Schulz
- Claim by Martin Cohen
- Claim by Nahans
- Claim by Vargas & Moncada
- Claim by Charles Bush



INDIAN HILLS MOBILEHOME VILLAGE
11401 TOPANGA CANYON BLVD
CHATSWORTH, CA 91311
PHONE : (818) 341-0017

April 26, 2018

Executive Assistant/Clerk of the Board
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

Re: Las Virgenes Water Shut Off On 4/23/18

Dear Sir/Madam:

Enclosed is a claim for reimbursement from LVMWD for damage done to our Water Pressure Assembly on Monday, April 23, 2018.

I want to add that, when I contacted your office, customer service people did not seem to understand about the water pressure regulator so I asked to speak with someone in construction and was sent to Andy and got his voice mail. I left two messages at different times and never received a response. On Tuesday, April 24, 2018, I called this office again and was referred to Mr. Chavez. Again, I left a voice mail and did not receive a response. The customer service person I spoke with on this day advised me to complete a claim form which could be accessed on your web site. I also referred homeowners in our community, who experienced water damage, to your web site.

Should you need further information or additional forms completed, please let me know. We will appreciate your prompt attention to this matter.

Best Regards,

Jill Brown, Resident Manager
Indian Hills Mobilehome Village

Encl: Claim Form and accompanying documentation.



Claim Against Las Virgenes Municipal Water District
Government Code Sections 910 and 910.4

Mail or Deliver To: Executive Assistant/ Clerk of the Board
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

Name of claimant/s: Indian Hills Mobilehome Village

Address/location of accident or occurrence:
11401 Topanga Canyon Blvd, Chatsworth, CA 91311

Address to where replies/notices should be sent (if different from the above):

Telephone numbers: Home: _____ **Work/Cell:** Office: (818) 341-0017

Please answer the following questions. If more space is required, please attach additional sheets. **Please attach any receipts, invoices, estimates or photos that may help in consideration of your claim.**

1. When did damage or injury occur? (Give exact date and hour)
April 23, 2018 at approximately 12:30 PM
2. Where did the damage or injury occur?
On Indian Hills Mobilehome Village property, front of property at water main equipment. Specifically the Pressure Regulator Assembly
3. How did the damage or injury occur? (Give full details)
LVMWD shut off water to this area at approximately 9 AM due to a water main being damaged. When water was turned on at approximately 12:30 PM, it was not done properly and caused a surge of water into this property causing high water pressure
4. What damage or injuries do you claim?
The Water Pressure Regulator assembly was "blown out" causing the water pressure to become 130 PSI. Our normal water pressure is 50 PSI

5. If this claim is for damage to property, are you the legal owner of said property?
Yes No . If not, please list name and address of property owner.

Star Management, P.O. Box 11427, Santa Ana, CA 92711, agents for property owners

6. What is the name/s of the District employee/s causing the injury, damage or loss, if known?
Unknown

7. If District employees were involved in causing the damage or injury, do you believe there was a particular act or omission on the part of the employees that caused it?
Yes, turning on main water at street at a fast rate rather than doing it slowly.

8. What is the amount the damages claimed? (Attach copies of receipts, invoices, estimates, photos, etc.)

Amount claimed as of this date: \$ 8,000.00

Estimated amount of future expenses: \$ _____

Total Amount Claimed: \$ _____

Basis for computation of amounts claimed: \$8,000.00

9. Other details? (Names, addresses of witnesses, doctors and hospitals)

Several park residents experienced water damage from water pipes inside and outside the homes. All have contacted LVMWD

Mi Branga, Resident Manager
Signature of Claimant or Person Acting on Claimant's Behalf

04/26/2018

Date

This claim must be signed by claimant or by an authorized agent of the claimant. One copy must be filed with this office. Keep one copy for your records.

Notice:

Section 72 of the Penal Code provides: "Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, town, city, district, ward or village board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony".

Date Received: 4/30/18 Time: 3:50 PM Recorded by: Josy Dyman
VIA U.S. Mail

Note: This document is a Public Record and may be disclosed/released pursuant to the California Public Records Act.

Jill Brown

From: Jill Brown
Sent: Monday, April 23, 2018 12:12 PM
To: Jeff Leek
Subject: FYI only

Water is off in the entire Park because Las Virgenes shut off this entire area due to a contractor up the hill breaking a main line.

No estimate on how long it will be off. Phone ringing every 90 seconds.

Jill Brown
Resident Manager
Indian Hills Mobilehome Village
(818) 341-0017

Jill Brown

From: Jill Brown
Sent: Monday, April 23, 2018 2:52 PM
To: Jeff Leek
Subject: PSI

When Las Virgenes restored the water service the water pressure is quite a lot more that it was before this shut off. The PSI is 825 in the inside circle and 120 in the outside circle.

On 9/27/17, it was 400 in the inside circle and 50 in the outside circle.

I don't know much about these things but is does not look good to me.

Contacted Las Virgenes and gal said our equipment might be faulty but we could have a plumber fix it and then file a claim if we feel they caused the problem.

I talked her into getting me over to the construction department and I left a message for someone and she is also having someone come by here tomorrow morning to check the main meter.

Should I be really concerned about this water pressure?

Jill Brown
Resident Manager
Indian Hills Mobilehome Village
(818) 341-0017

Jill Brown

From: Jill Brown
Sent: Monday, April 23, 2018 5:14 PM
To: Jeff Leek
Subject: RE: PSI

Robert Stanwood from LVMWD was here a while ago.
He claims that our regulator is probably bad because of the surge in water when they turned the water back on.
We will be reimbursed for whatever the cost to repair or replace.
Brian Bryco will be out here at 7:30 in the morning to get part numbers, etc. and then go get the parts.
We will have to shut down the water again. Will wait till about 10 AM. He said it should not take long.
Several home have had problems as a result of this but LVMWD is taking care of it.
Phone has not stopped ringing all day. The fun just never stops. ☺

Jill Brown
Resident Manager
Indian Hills Mobilehome Village
(818) 341-0017

From: Jeff Leek
Sent: Monday, April 23, 2018 2:54 PM
To: Jill Brown <Jill.ih@StarManagement.com>
Subject: RE: PSI

Extreme pressure could cause serious problems with our system and in resident homes. Keep me posted.

Jeffrey A. Leek
Star Management
1400 E 4th Street
Santa Ana, CA 92701

714.918.8370 voice
714.918.8070 fax

714.480-6828 main line

Jeff@Starmanagement.com e-mail

www.Starmanagement.com



Indian Hills Mobilehome Village
Water Pressure Regulator Replacement



April 23, 2018



Indian Hills Mobilehome Village
11401 Topanga Canyon Blvd
Chatsworth, CA 91311



April 26, 2018



Indian Hills Mobilehome Village
11401 Topanga Canyon Blvd
Chatsworth, CA 91311



9-27-17

Water Pressure Regulator

Jill Brown

From: Jill Brown
Sent: Thursday, September 28, 2017 9:00 AM
To: Jeff Leek
Subject: water pressujre regulator

Tested and is working A-OK. Also randomly tested pressure at 5 of the homes in the park and all register 50.

Jill Brown
Resident Manager
Indian Hills Mobilehome Village
(818) 341-0017
(818) 341-0643 Fax

Approve

Send

Pay

More

Details

Invoice



BRYCO PLUMBING

Bryco Plumbing Inc

Star Management
11401 Topanga Canyon Boulevard
Chatsworth, CA 91311

✉ jill.ih@starmanagement.com

INVOICE	#12
SERVICE DATE	Apr 24, 2018
DUE	Upon receipt
AMOUNT DUE	\$8,000.00

CONTACT US

9319 Eton Ave
Chatsworth, CA 91311

☎ (818) 349-9000

✉ brycoplumbing@yahoo.com

INVOICE



Custom Job: Pressure Regulator \$8,000.00

Custom Description: Provide and install new 6" Pressure Reducing regulator with new flange kits

Total

\$8,000.00

PAID 4/25/18 6,000.00
 Balance Due 2,000.00

Thank you for choosing Bryco Plumbing



THE STAR COMPANIES
Value in Housing - Integrity in Service

1400 E 4th Street, Santa Ana, CA 92701 Tel: (714) 480-6828 Fax: (714) 480-6830

Expense Authorization Approval Request - Check Request

Park Name: Indian Hills Mobilehome Village	Job Name: ____/____/____ (Max 20)
Manager Name: Jill Brown	Date: PO #
Amount Requested: \$ 8,000.00	Amount Approved: \$

Goods Requested: (Describe the product you wish to purchase)
6" Pressure Reducing Regulator

Type of Repair: (Describe the nature of the problem)
Replace existing water Pressure regulator assembly due to damage by Las Virgenes Water District 4/23/18

Description of Problem: (Describe what will be done to complete the repair)
Water pressure in Park twice and high as normal presenting possibility of damage to park and residents plumbing

If this is a new vendor, attach a new vendor package

Vendor Name	Vendor Phone No.	Bid Amount
Bryco Plumbing	818-349-9000	\$ 8,000.00
		\$
		\$

Manager's Recommendation and Reason:
Replace damaged water pressure regulator. Submit claim reimbursement to Las Virgenes Water District

Payment Arrangement Information and Check Request

Send check to: (Check One) Park Vendor Other

Vendor Name: Bryco Plumbing
Street Address: 9319 Eton Ave
City, ST Zip: Chatsworth, CA 91311
Phone No.: 818-349-9000 Fax: _____ Email: byrcoplumbing@yahoo.com

Contract Amount	Start Date	Terms	Payment Due Date
\$			

Approved By: [Signature] Date: 4.23.18
via phone

12442

INDIAN HILLS MOBILE HOME VILLAGE

REFERENCE NO	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
12		4/24/18	6,000.00		6,000.00
CHECK DATE	CHECK NO	PAYEE		DISCOUNTS TAKEN	CHECK AMOUNT
4/24/18	12442	BRYCO PLUMBING INC			\$6,000.00

12442

INDIAN HILLS MOBILE HOME VILLAGE
 C/O STAR MANAGEMENT
 1400 EAST 4TH STREET
 SANTA ANA, CA 92701
 PH. (714) 480-8828

FARMERS AND MERCHANTS BANK
 90-119/1222

CHECK NO 12442
 DATE Apr 24, 2018

AMOUNT
 *****\$6,000.00

Memo:

Six Thousand and 00/100 Dollars
 BRYCO PLUMBING INC
 9319 ETON AVE
 CHATSWORTH, CA 91311

M. Smith
 AUTHORIZED SIGNATURE

⑆012442⑆ ⑆12220198⑆ ⑆206686 9⑆



Model ZW209

Pressure Reducing Valve

Application

The Zurn Wilkins Model ZW209 Pilot Operated Pressure Reducing Valve is designed for many applications where the reduction of high inlet pressures to safe and stable outlet pressure is required. The pilot assembly reacts to changes in downstream pressure allowing the main valve to modulate between the closed and open position ensuring a constant downstream set pressure. Once the downstream pressure reaches the pilot setting, the main valve will seal shut preventing damage downstream. Pressure regulation is not dependent upon flow rate, resulting in minimal pressure loss through the valve. In addition the Model ZW209 comes standard with epoxy coating internally and externally for corrosion protection, as well as isolation valves and pressures gauges for quick and easy maintenance or repair.

Standards Compliance:

- ANSI/AWWA C530
- Meets the requirements of NSF/ANSI 61*
*(0.25% MAX. WEIGHTED AVERAGE LEAD CONTENT)

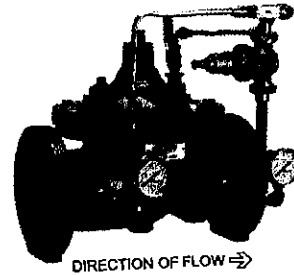
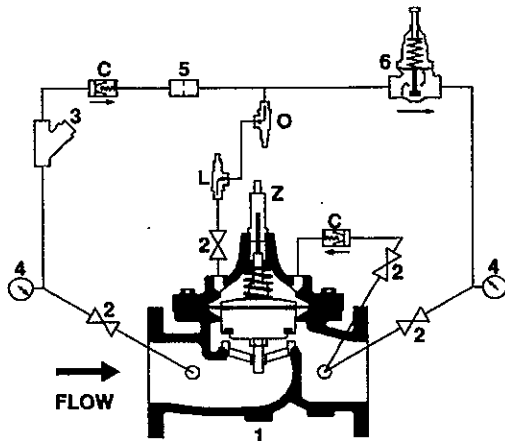
Materials

Main Valve Body	Ductile Iron ASTM A536
Main Valve Bonnet	Ductile Iron ASTM A536
Disc Guide	Stainless Steel
Seat	Stainless Steel
Disc	Buna-N Rubber
Diaphragm	Nylon Reinforced Buna-N
Stem	Stainless Steel
Spring	Stainless Steel

*The closing speed control (optional) on this valve should always be open at least three (3) turns off its seat.

Schematic Diagram

Item	Description of Standard Features
1	Main Valve
2	850XL Isolation Valve
3	SXL "Wye" Type Strainer
4	Pressure Gauge
5	Restriction Fitting
6	PRXL Pressure Reducing Control



BODY CONFIGURATIONS		GLOBE STYLE BODY		ANGLE STYLE BODY
END CONNECTION	PRESSURE RATING	FULL PORT	REDUCED PORT	
Threaded	400 psi max.	1 1/4"-3"	n/a	1 1/4"-3"
Flanged	ANSI Class 150, 250 psi max.	1 1/2"-16"	3"-10"	1 1/2"-10"
	ANSI Class 300, 400 psi max.			
Grooved	300 psi max.	1 1/2"-10"	n/a	1 1/2"-10"

MINIMUM INLET PRESSURE 10 PSI

TEMPERATURE RATING: Water 33°F to 140°F
 PILOT SPRING RANGE: 15-150 psi

Standard Features

- Epoxy Coated, FDA Approved
- Pilot Assembly
 - "Wye" Type Strainer
 - Opening Speed Control (sizes 1 1/4" - 4")
 - Isolation Valves
- Inlet and Outlet Pressure Gauges
- ANSI Class 150 Flanges
- Copper Tubing and Brass Fittings

Options (Add suffix letters to ZW209)

- Function**
 - C - 40XL2 Hydraulic Check with Isolation Valve
 - L - SC1 Closing Speed Control*
 - O - SC1 Opening Speed Control (Standard 1 1/4" - 4")
- Body**
 - A - Angle Style Body
 - R - Reduced Port Body
- Connections**
 - G - IPS Grooved
 - TH - NPT Threaded
 - Y - ANSI Class 300 Flanges
- Main Valve Options**
 - V - Viton Rubber Internals, rated 180°F (1-1/4"-6", only available with "LP" or "HP" Option)
 - Z - ZPI Visual Position Indicator
- Pilot System**
 - LP - 5-25 psi Low Pressure Range PV-PRD Pilot (replaces PRXL)
 - HP - 30-300 psi High Pressure Range PV-PRD Pilot (replaces PRXL)
 - SP - All Stainless Steel Pilotry (replaces all brass fittings, pilot valve and copper tubing. "GL" Option included)
 - SH - Stainless Steel Braided Hoses (only replaces Copper Tubing)
 - RV - Pilot on Reverse Side
 - GL - Liquid Filled Gauge

Zurn Industries, LLC | Wilkins
 1747 Commerce Way, Paso Robles, CA U.S.A. 93446 Ph. 855-663-9876, Fax 805-238-5766
 In Canada | Zurn Industries Limited
 3544 Nashua Drive, Mississauga, Ontario L4V 1L2 Ph. 905-405-8272, Fax 905-405-1292
 www.zurn.com

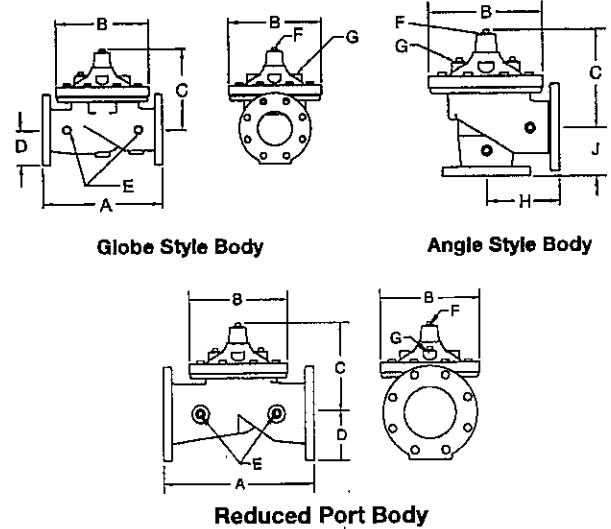
Rev. K
 Date: 9/16
 Document No. ACV-ZW209
 Product No. Model ZW209

Globe and Angle Main Valve Dimensions

DIM	FULL PORT	VALVE SIZE INCHES (mm)											
		1 1/4 (32)	1 1/2 (38)	2 (50)	2 1/2 (65)	3 (80)	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	14 (350)	16 (400)
A	Threaded	7 1/4	7 1/4	9 7/16	11	12 1/2							
	Class 150 Flange		8 1/2	9 3/8	11	12	15	20	25 3/8	29 3/4	34	39	41 3/8
	Class 300 Flange		9	10	11 5/8	13 1/4	15 5/8	21	26 7/16	31 1/8	35 1/2	40 1/2	43 1/2
	Grooved		8 1/2	9	11	12 1/2	15	20	25 3/8	29 3/4			
B	Diameter	5 5/8	5 5/8	6 3/4	8	9 3/16	11 11/16	15 3/4	20 1/8	23 11/16	27 1/2	31 3/4	34 1/2
C	Max.	5 3/4	5 3/4	6 3/16	7 3/8	8	10 3/16	12 5/16	15 9/16	17 5/8	20 3/16	22 13/16	25 7/8
D	Threaded/Grooved	1 3/8	1 3/8	1 3/4	2 1/8	2 9/16	3 7/16	5	5	5 13/16	6 3/4	8 7/8	8 13/16
	Class 150 Flange		2 1/2	3	3 1/2	3 3/4	4 1/2	5 1/2	6 3/4	8	9 1/2	10 1/2	11 3/4
	Class 300 Flange		3	3 1/4	3 3/4	4 1/8	5	6 1/4	7 1/2	8 3/4	10 1/4	11 1/2	12 3/4
E	NPT Body Tap	3/8	3/8	3/8	1/2	1/2	3/4	3/4	1	1	1	1	1
F	NPT Cvr. Plug Tap	1/2	1/2	1/2	1/2	1/2	3/4	3/4	1	1	1	1	1
G	NPT Cover Tap	3/8	3/8	3/8	1/2	1/2	3/4	3/4	1	1	1	1	1
H	Threaded	3 1/4	3 1/4	4 3/4	5 1/2	6 1/4							
	Class 150 Flange		4	4 3/4	5 1/2	6	7 1/2	10	12 11/16	14 7/8			
	Class 300 Flange		4 1/4	5	6	6 7/16	8	10 1/2	13 1/4	15 9/16			
	Grooved		4 7/16	4 3/4	5 1/2	6	7 1/2	10	12 11/16	14 7/8			
J	Threaded	1 15/16	1 15/16	3 1/4	4	4 1/2							
	Class 150 Flange		4	3 1/4	4	4	5	6	8	8 5/8			
	Class 300 Flange		4 1/4	3 1/2	4 5/16	4 7/16	5 5/16	6 1/2	8 1/2	9 5/16			
	Grooved		3 3/16	3 1/4	4	4 1/4	5	6	8	8 5/8			
Valve Stem Internal Thread		10-32	10-32	10-32	10-32	1/4-20	1/4-20	3/8-16	3/8-16	3/8-16	3/8-16	3/8-16	3/8-16
Stem Travel (in)		7/16	7/16	3/4	7/8	1	1 3/16	1 3/4	2 3/8	2 13/16	3 7/16	3 13/16	4 5/16
Approx. Wt. (lbs)		22	26	36	55	70	130	240	440	720	820	1200	1550

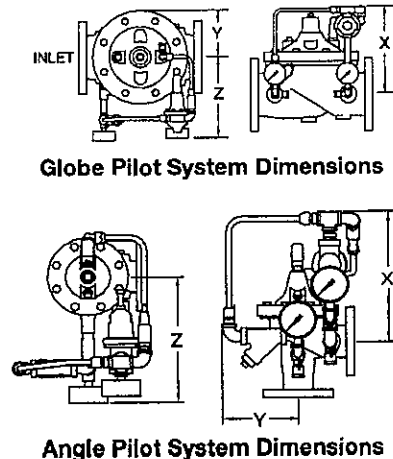
Reduced Port Main Valve Dimensions

DIM		VALVE SIZE INCHES (mm)				
		3" (80)	4" (100)	6" (150)	8" (200)	10" (250)
A	Class 150 Flange	10 1/4	14	17 3/4	21 7/16	26
	Class 300 Flange	11	14 1/2	18 11/16	22 7/16	27 7/16
B	Dia	6 3/4	9 3/16	11 11/16	15 3/4	20 1/8
C	Max	6 3/8	8 7/16	12 5/16	13 1/4	18 3/4
D	Class 150 Flange	3 3/4	4 1/2	5 1/2	6 3/4	8
	Class 300 Flange	4 1/8	5	6 1/4	7 1/2	8 3/4
E	NPT Body Tap	3/8	1/2	3/4	3/4	1
F	NPT Cvr. Plug Tap	3/8	1/2	3/4	3/4	1
G	NPT Cvr. Tap	3/8	1/2	3/4	3/4	1
Valve Stem Internal Thread		10-32	1/4-20	1/4-20	3/8-16	3/8-16
Stem Travel (in)		3/4	1	1 1/5	1 3/4	2 3/8
Approx. Wt. (Lbs)		35	80	140	275	480

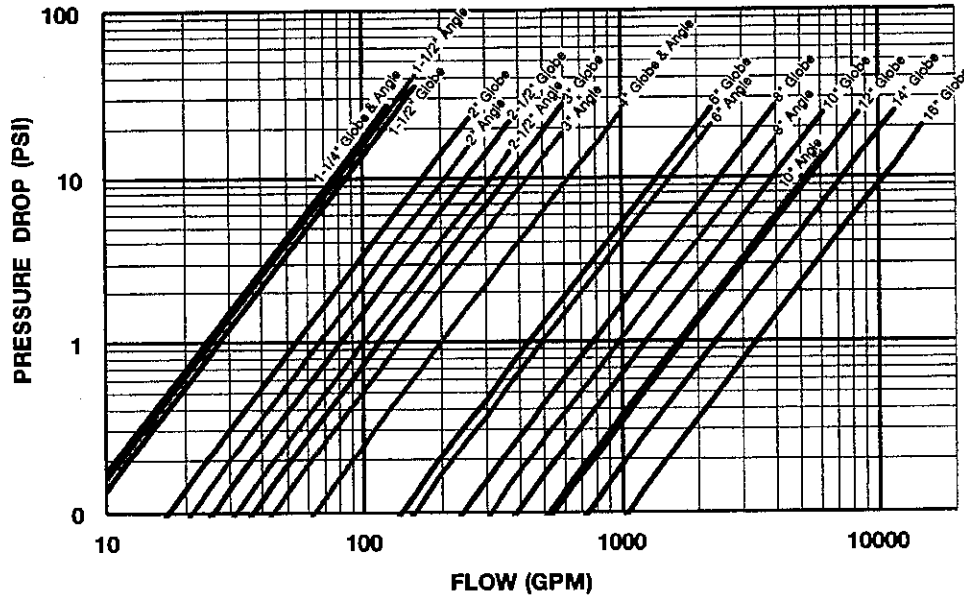


Pilot System Dimensions

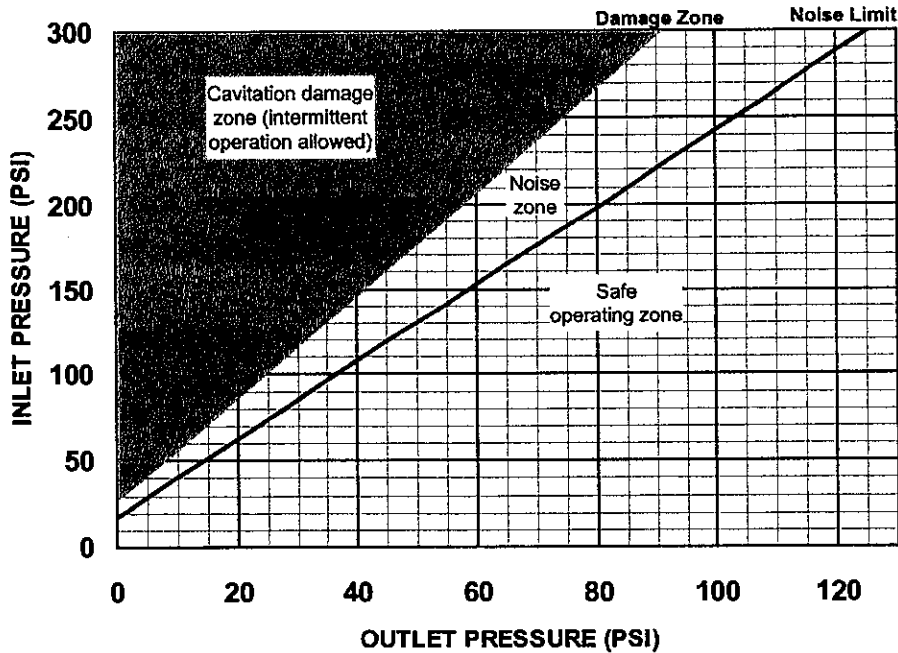
PILOT SYSTEM DIMENSIONS		VALVE SIZE INCHES (mm)											
DIM		1-1/4 (32)	1-1/2 (40)	2" (50)	2-1/2" (65)	3" (80)	4" (100)	6" (150)	8" (200)	10" (250)	12" (300)	14" (350)	16" (400)
		Full Port Body	X	8 1/2	8 1/2	8 1/2	8 1/2	9 1/2	12	13	14	17 1/2	20
Y	4		4	3 1/2	4	4 1/2	6	8	10	12	14	16	17 1/2
Z	8 1/2		8 1/2	9	9	9 1/2	10	11 1/2	13	14 1/2	17	19	20 1/2
Reduced Port Body	X					8 1/2	9 1/2	12	13	14			
	Y					3 1/2	4 1/2	6	8	10			
	Z					9	9 1/2	10	11 1/2	13			
Angle Body	X	9	9	9	9	10	12 1/2	13 1/2	14 1/2	18			
	Y	5	5	5	5	6	8	10	12				
	Z	9	9	9 1/2	9 1/2	10	10 1/2	12	13 1/2	15			



BODY MINIMUM FRICTION LOSS



PRESSURE REDUCTION LIMIT



*** Notes for Body Minimum Friction Loss Chart:**

Minimum inlet pressure is 10 psi higher than set point or the additional body friction loss at intended flow, whichever is higher. (friction loss may be important at flows above 20 ft/s)

Example: A 6" valve intended to flow 2000 GPM at 150 psi has a friction loss of 20 psi at 2000 GPM. The minimum inlet pressure would be 150 + 20 = 170 psi. When inlet pressure is below set point, the outlet pressure will be the pressure at the inlet minus the friction loss.

Job Name _____ Contractor _____
 Job Location _____ Engineer _____

Flow Characteristics

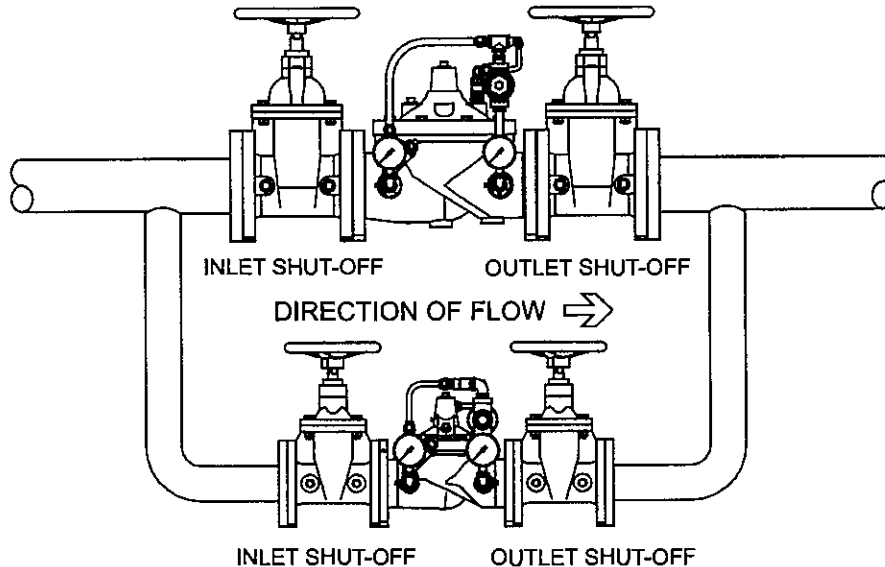
Full Port Globe and Angle Valve size	inches (mm)	1 1/4 (32)	1 1/2 (40)	2 (50)	2 1/2 (65)	3 (80)	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	14 (350)	16 (400)
Reduced Port Globe Valve Size	inches (mm)			3 (80)		4 (100)	6 (150)	8 (200)	10 (250)				
Suggested Flow (GPM)	Max. Continuous	93	125	210	300	460	800	1800	3100	4900	7000	8400	11000
	Max Intermittent	120	160	260	375	600	1000	2250	4000	6150	8700	10500	13800
	Min. Continuous	10	10	15	20	30	50	115	200	300	435	530	690
Suggested Flow (Liters/sec)	Max. Continuous	6	8	13	19	29	50	113	195	309	550	665	870
	Max. Intermittent	7.6	10	16.4	23	37	62	142	246	388	440	530	95
	Min. Continuous	.6	.6	0.9	1.3	1.9	3.2	7.2	13	19	28	33	43

Suggested flow calculations are based on flow through Schedule 40 Pipe. Maximum continuous flow is approx. 20 ft./sec (6.1 meters/sec) & maximum intermittent is approx. 25 ft./sec (7.6 meters/sec) and minimum continuous flow is approx. 1.25 ft./sec (0.4 meters/sec). Many factors should be considered in sizing pressure reducing valves including inlet pressure, outlet pressure and flow rates.

Operation

The Model ZW209 utilizes a pressure reducing pilot valve that installs on the discharge side of the control circuitry. The pilot is a direct acting, normally open, spring loaded, diaphragm actuated valve. The operation of the ZW209 begins with accurately sizing the valve, then fine tuning the control circuit by adjusting the pilot spring to the desired downstream pressure. Inlet pressure is piped to the inlet port of the pressure reducing pilot. A sensing line runs internally from the discharge side of the pilot to its lower control chamber under the diaphragm. Thus, downstream pressure exceeding the preset acts to close the pilot while the adjustable spring seeks to keep it open. The result is a modulating action in the pilot that is transmitted to the bonnet of the main valve. This creates a mirror modulation of the diaphragm assembly in the main valve. Downstream pressure is maintained within narrow limits regardless of changing flow rates or varying inlet pressures.

Typical Installation



Notice:

In cases where design flow falls below the minimum continuous flow rate, a low flow by-pass shall be installed.

Specifications

The Pressure Reducing Valve shall be a diaphragm actuated, pilot controlled valve. The main valve body shall be ductile iron ASTM A 536. The stem of the basic valve shall be guided top and bottom. The diaphragm shall not be used as a seating surface. All internal and external ferrous surfaces shall be coated with a high quality, fusion epoxy coating. The pilot control shall be field adjustable from 15 psi to 150 psi. The valve shall be certified to NSF/ANSI Standard 61. The Pressure Reducing Valve shall be a ZURN WILKINS Model ZW209.



Indian Hills
11401 Topanga Canyon Blvd
Chatsworth, CA 91311



Santa Clarita P&DC 913

SAT 26 APR 2016 PM

FROM:

Indian Hills Mobilehome Village
11401 Topanga Canyon Blvd
Chatsworth, CA 91311

TO: Executive Asst / Clerk of the Board

Los Virgenes Municipal Waters
4232 Los Virgenes Road
CANTON, CA 91302



Claim Against Las Virgenes Municipal Water District
Government Code Sections 910 and 910.4

Mail or Deliver To: Executive Assistant/ Clerk of the Board
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

Name of claimant/s: Joong Kuy Kim or Helen J Kim

Address/location of accident or occurrence:
11401 Topanga [redacted]

Address to where replies/notices should be sent (if different from the above):

Telephone numbers: Home: [redacted] Work/Cell: [redacted]

Please answer the following questions. If more space is required, please attach additional sheets. **Please attach any receipts, invoices, estimates or photos that may help in consideration of your claim.**

- When did damage or injury occur? (Give exact date and hour)
April 23, 2018 at approx. 12:30 pm
- Where did the damage or injury occur? Address above
- How did the damage or injury occur? (Give full details)
Park water turned off by LVMWD and then on again, at full blast, causing surge in water pressure causing damage to pipes and plumbing thru out the community

4. What damage or injuries do you claim? Two toilet valves were broken. One shower head was broken.
VALUES WERE REPLACED, HOME HOMER REPLACED SHOWER HEAD
HOME HOMER CHANGED TOILET VALVE, PARTS ONE VALVE, ONE WASHTER
11AUG 9.76 WASHTER 119 TOTAL 11.99

5. If this claim is for damage to property, are you the legal owner of said property?
Yes No . If not, please list name and address of property owner.

6. What is the name/s of the District employee/s causing the injury, damage or loss, if known?

N/A

7. If District employees were involved in causing the damage or injury, do you believe there was a particular act or omission on the part of the employees that caused it?

YES

8. What is the amount the damages claimed? (Attach copies of receipts, invoices, estimates, photos, etc.)

Amount claimed as of this date: \$ 145⁰⁰ + 1199

Estimated amount of future expenses: \$ 0

Total Amount Claimed: \$ 145⁰⁰ + 156⁹⁹

Basis for computation of amounts claimed: REPAIR

9. Other details? (Names, addresses of witnesses, doctors and hospitals)
Indian Hills Mobilehome Village park manager, Jill Brown.

4

Joong KUN Kims w [Signature]
Signature of Claimant or Person Acting on Claimant's Behalf

4-28-18
Date

This claim must be signed by claimant or by an authorized agent of the claimant. One copy must be filed with this office. Keep one copy for your records.

Notice: Section 72 of the Penal Code provides: "Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, town, city, district, ward or village board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony".

Date Received: 5/2/18 Time: 2:30 PM Recorded by: [Signature]
via U.S. Mail

Note: This document is a Public Record and may be disclosed/released pursuant to the California Public Records Act.



Mobile Home Repair
 55 Years of Service, License # 261903
 13304 Chase St.
 Arleta, CA 91331
 818 896-3261

NAME <i>Joong Kim Kim</i>		DATE <i>4/25/18</i>		
ADDRESS <i>11401 Topanga</i>				
CITY		PHONE <i>213 598-1683</i>		
MAKE	MODEL	SERIAL NO. <input type="checkbox"/> C.O.D.		
NATURE OF SERVICE		<input type="checkbox"/> CHARGE		
		PROMISED / /		
QUAN.	PART NO.	DESCRIPTION	PRICE	AMOUNT
<i>2</i>	<i>1</i>	<i>Fluidmaster 400A</i>		
	<i>2</i>	<i>Ballcock</i>		<i>30.00</i>
<i>1</i>	<i>3</i>	<i>Shower hand held</i>		
	<i>4</i>	<i>Moen head</i>		<i>45.00</i>
	<i>5</i>			
	<i>6</i>			
	<i>7</i>			
	<i>8</i>	<i>Paid \$100 cash</i>		
	<i>9</i>			
	<i>10</i>	<i>Balanced owed \$45</i>		
	<i>11</i>			
	<i>12</i>			
COMMENTS <i>Installed the above</i>			TOTAL MATERIALS	<i>75.00</i>
			TECHNICAL SERVICE TIME	<i>70.00</i>
DATE COMPLETED / /			TAX	
TECHNICIAN			CASH ON COMPLETION OF WORK → TOTAL	<i>145.00</i>

INVOICE

Signature below constitutes acceptance of above service performed as being satisfactory - and that equipment has been left in good condition.

Thank You

1845



More saving.
More doing.SM

21218 ROSCOE BLVD CANOGA PARK CA,91304
OSCAR A REYNOSO@HOMEDEPOT.COM818-3489400

0612 00007 61619 04/28/18 11:23 AM
CASHIER KATHRYN

026613136028 STRTVL VLL <A> 9.76
1/2"COMPX1/2"SLP JNT STRGHT VALVE
046878279377 12PK WASHERS <A> 1.19
RUBBER HOSE WASHERS 12 PK

SUBTOTAL 10.95
SALES TAX 1.04
TOTAL \$11.99
CASH 100.00
CHANGE DUE 88.01



0612 07 61619 04/28/2018 2642

RETURN POLICY DEFINITIONS

POLICY ID DAYS POLICY EXPIRES ON
A 1 90 07/27/2018

THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.

ENTER FOR A CHANCE
TO WIN A \$5,000
HOME DEPOT GIFT CARD!

Tell us about your store visit!
Complete our short survey and
enter for a chance to win at:

www.homedepot.com/survey

PARTICIPE EN UNA
OPORTUNIDAD DE GANAR
UNA TARJETA DE
REGALO DE THD
DE \$5,000!

Comparta Su Opinion! Complete la breve
encuesta sobre su visita a la tienda y
tenga la oportunidad de ganar en:

www.homedepot.com/survey

User ID:
H86 124139 123534

Password:
18228 123527

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

DOWNLOAD THE
HOME DEPOT MOBILE APP

View item location, inventory & reviews
Download from App store or text RECEIPT
to 65624. Message & Data rates may apply

Soong Kun Kim or Helen J Kim
11401 Topanga Cyn Blvd
Chatsworth, CA 91311

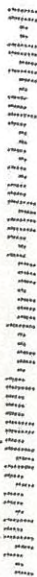


SANTA CLARITA CA 913

20 APR 2010 PM 1:3

Executive Assistant/Clerk of the Board
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

91302-35899





Claim Against Las Virgenes Municipal Water District
Government Code Sections 910 and 910.4

Mail or Deliver To: Executive Assistant/ Clerk of the Board
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

Name of claimant/s: Cindy Petty Myers

Address/location of accident or occurrence:
11401 Topanga Cyn [redacted] Chatsworth CA 91311

Address to where replies/notices should be sent (if different from the above):
Same

Telephone numbers: Home: _____ Work/Cell: [redacted]

Please answer the following questions. If more space is required, please attach additional sheets. **Please attach any receipts, invoices, estimates or photos that may help in consideration of your claim.**

1. When did damage or injury occur? (Give exact date and hour)
04-23-18 Between 10-12:30
2. Where did the damage or injury occur?
Under home
3. How did the damage or injury occur? (Give full details)
Construction going on above where I live. Worker broke main pipe and water was shut off. When turned back on, pressure was too high and pipes broke
4. What damage or injuries do you claim?
Repairs to the damaged pipes.

5. If this claim is for damage to property, are you the legal owner of said property?
Yes No . If not, please list name and address of property owner.

6. What is the name/s of the District employee/s causing the injury, damage or loss, if known?

unknown

7. If District employees were involved in causing the damage or injury, do you believe there was a particular act or omission on the part of the employees that caused it?

8. What is the amount the damages claimed? (Attach copies of receipts, invoices, estimates, photos, etc.)

Amount claimed as of this date: \$ 86000

Estimated amount of future expenses: \$ _____

Total Amount Claimed: \$ 86000

Basis for computation of amounts claimed: _____

9. Other details? (Names, addresses of witnesses, doctors and hospitals)

Daniel Monson

Candy Petty-Meyer

Signature of Claimant or Person Acting on Claimant's Behalf

4.28.18

Date

This claim must be signed by claimant or by an authorized agent of the claimant. One copy must be filed with this office. Keep one copy for your records.

Notice: Section 72 of the Penal Code provides: "Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, town, city, district, ward or village board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony".

Date Received:

5/3/18

Time:

10:46 AM
via Fax

Recorded by:

Josie Geyman

Note: This document is a Public Record and may be disclosed/released pursuant to the California Public Records Act.



More saving.
More doing.SM

21218 ROSCOE BLVD CANOGA PARK CA, 91304
OSCAR_A_REYNOSO@HOMEDEPOT.COM 818-3489400

0612 00007 39391 04/23/18 07:27 PM
CASHIER MARTHA

662386010617 3/4" BLUE COP <A> <M> 22.96
3/4 IN X 10 FT ROG TYPE L BLUE COPPER
MAX REFUND VALUE \$20.66
039923307125 3/4 COP CPLG <A> <M>
3/4" COP COUPLING W/STOP CX
2.24
MAX REFUND VALUE \$2.02/2
039923314086 3/4 COP EL90 <A> <M>
3/4" COP EL 90 DEG STRT FTGXC
8.82
MAX REFUND VALUE \$7.95/3
039923309563 3/4 COP CPLG <A> <M> 1.92
3/4" COP COUPLING NO STOP CX
MAX REFUND VALUE \$1.73
038753314112 2YD CLOTH <A> <M> 4.29
1-1/2" X 2YD ABRASIVE CLOTH 120 GRIT
MAX REFUND VALUE \$3.86
883652807179 4-IN-1 FITTI <A> <M> 9.98
4-IN-1 FITTING BRUSH
MAX REFUND VALUE \$8.98
051141916903 SCOUR PAD <A> <M> 4.98
SB HEAVY DUTY SCOUR PAD 6PK
MAX REFUND VALUE \$4.48
038753290249 1/2LB SOLDER <A> <M> 19.10
1/2LB LEAD FREE SILVER SOLDER
MAX REFUND VALUE \$17.19
038753303741 1.7OZ FLUX <A> <M> 3.17
1.7 OZ NO.95 TINNING FLUX
MAX REFUND VALUE \$2.85
071618116261 LIO BKF <A> <M> 2.48
BAR KEEPERS FRIEND 260Z
MAX REFUND VALUE \$2.23
037000852711 FBRZNTHAW <A> <M> 5.47
FEBREZE HAWAIIAN ALOHA REFILL
MAX REFUND VALUE \$4.92
731919285058 GMPCOSPNT20 <A> <M> 3.00
GMPCDISPOSABLENITRILE20CT
MAX REFUND VALUE \$2.70
047034099617 HD CVRALL <A> <M> 9.97
HVY DUTY COVERALL W/HOOD XL
MAX REFUND VALUE \$8.97
0000-905-797 COP FEM ADPT <A> <M> 6.84
3/4" COP FTNG ADPTR FTGXFPT
MAX REFUND VALUE \$6.16

-----10% off Military Discount-----
105.22 10% off Military Discount -10.52
MUST RETURN ALL ITEMS FOR A FULL REFUND

SUBTOTAL 94.70
SALES TAX 9.00
TOTAL \$103.70
XXXXXXXXXXXX1659 HOME DEPOT 103.70
AUTH CODE 023153/5071096 TA

<M> = Military Appreciation



0612 07 39391 04/23/2018 3750

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 04/23/2019
THE HOME DEPOT RESERVES THE RIGHT TO
LIMIT / DENY RETURNS. PLEASE SEE THE
RETURN POLICY SIGN IN STORES FOR
DETAILS.









Claim Against Las Virgenes Municipal Water District
Government Code Sections 910 and 910.4

Mail or Deliver To: Executive Assistant/ Clerk of the Board
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

Name of claimant/s: Dierdre Patton

Address/location of accident or occurrence:

11401 Topanga Canyon Blvd, [redacted]
Chatsworth, CA 91311

Address to where replies/notices should be sent (if different from the above):

Same as above

Telephone numbers: Home: None

Work/Cell: [redacted]

Please answer the following questions. If more space is required, please attach additional sheets. Please attach any receipts, invoices, estimates or photos that may help in consideration of your claim.

- 1. When did damage or injury occur? (Give exact date and hour)
23 April 2018, approximately 1230 hours
2. Where did the damage or injury occur?
11401 Topanga Canyon Blvd, [redacted]
Chatsworth, CA 91311
3. How did the damage or injury occur? (Give full details)
Mobile home park water turned off by LVMWD and then on again. This caused a water surge as it came through at full blast, thereby causing damage to pipes and plumbing throughout the park community,
4. What damage or injuries do you claim?
Had to replace two fill valves and toilet tank lines, replaced bathroom sink valve and replaced exterior pressure regulator.

5. If this claim is for damage to property, are you the legal owner of said property?
Yes No . If not, please list name and address of property owner.

6. What is the name/s of the District employee/s causing the injury, damage or loss, if known?
Unknown

7. If District employees were involved in causing the damage or injury, do you believe there was a particular act or omission on the part of the employees that caused it?
Yes as water was over 150 PSI and blew the parks regular as well as the one on my home
Mobile/manufactured homes are designed for only 50 PSI.

8. What is the amount the damages claimed? (Attach copies of receipts, invoices, estimates, photos, etc.)

Amount claimed as of this date: \$ 425.46

Estimated amount of future expenses: \$ Currently unknown.

Total Amount Claimed: \$ 425.46

Basis for computation of amounts claimed: Invoice, receipt and personal check as payment to plumber.

9. Other details? (Names, addresses of witnesses, doctors and hospitals)



Signature of Claimant or Person Acting on Claimant's Behalf

04/29/2018

Date

This claim must be signed by claimant or by an authorized agent of the claimant. One copy must be filed with this office. Keep one copy for your records.

Notice: Section 72 of the Penal Code provides: "Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, town, city, district, ward or village board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony".

Date Received: 5/31/18 Time: 11:20 AM Recorded by: Jose Sefman
via U.S. Mail

Note: This document is a Public Record and may be disclosed/released pursuant to the California Public Records Act.

Marc Phillip
 3254 Wilmet SP
 Simi Ca 93063

095444

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE		
NAME						
ADDRESS 11401 Topanga Cyn [REDACTED]						
CITY, STATE, ZIP Chatsworth						
SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MOSE. RETD.	PAID OUT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12	Install Pressure Regulator		
13	Replace 3 angle stops		
14			
15			
16			
17	parts Pyramid		146 46
18	copper parts		29 00
	Labar		250 0
			425 46

RECEIVED BY

A-5805
 T-48320/40350

KEEP THIS SLIP FOR REFERENCE

01-11

CASH SALE INVOICE
(CUSTOMER COPY)

Remit to
PYRAMID PIPE & SUPPLY
7423 DEERING AVENUE
CANOGA PARK, CA 91303

Phone: (818) 348-5353; FAX: (818) 347-2118 & (818) 713-8437

Order # : 342778
Page : 1

Invoice # : 464280

Inv Date : 04/26/18

Printed At : 10:45:26 26 APR 2018

Sold To: MARDOWPLU

Shipped To:

MARC'S DOWNHILL PLUMBING
3254 WILMOT ST.
SIMI VALLEY, CA 93063
CASH CUSTOMER

MARC'S DOWNHILL PLUMBING
3254 WILMOT ST.
SIMI VALLEY, CA 93063
CASH CUSTOMER

Customer Purchase Order #	Quoted To	Ship-Via PICK UP C.P.
---------------------------	-----------	--------------------------

Order Date 04/26/18	Rqd Date	Ship Date 04/26/18	Wrtr GEN	SlsM	Wh	Contact	Cell #	Page 1
------------------------	----------	-----------------------	-------------	------	----	---------	--------	-----------

Ln	Order Quant	Pick Quant	Ship Quant	EDP Code / Description	Net Price	UM	Ext Price
1	1	1		34NR3XLHRSCDU 3/4 NR3XLHRSCDU HIGH RANGE	74.410	EA	74.41
2	3	3		V-402-S V-402-S BALL VALVE 1/2 X 7/16	19.780	EA	59.34

* **WE NOW CARRY MEGA PRESS GAS FITTINGS BY VIEGA** *

WARNING: Certain of the galvanized, bronze, plastic and other products sold by Pyramid Pipe contain lead, lead components or other chemicals known to the State of California to cause birth defects or other reproductive harm.

This invoice is due upon delivery. Any and all claims must be made within 3 days of invoice date. RETURNS: Must have our prior consent. This original invoice number and date must be furnished. All returned merchandise is subject to a 20% handling charge. No returns can be made on non-stocking items or items held for more than 60 days.

Net Amount 133.75
Tax 12.71

Invoice Amount \$146.46

Customer Signature : _____

Reqd-Time:

Actual Del Time: _____

PAID
CC NO. _____
DATE _____

DIERDRE PATTON
PO BOX 631
SUN VALLEY, CA 93082



6153
90-88007022

Pay to the
Order of

Maria Phillips

26 Apr 2018

Date

\$ 250.00

Two Hundred Fifty & no/100

Dollars



VENTURA COUNTY CREDIT UNION
9288 Telephone Road
Ventura, CA 93008

For

Phonetic Reports

Dierdre M. Patton

⑆322283505⑆ 0111498090⑆ 6153

1170
[Redacted]
Chatsworth, CA 91311



1000



91302

U.S. POSTAGE
PAID
CHATSORTH, CA
91311
MAY 01 18
AMOUNT

\$1.21

R2305E124328-13

Executive Assistant / Clerk of Board
Los Virgenes Municipal Water Dist
4232 Las Virgenes Road
Culbassas, CA 91302



Claim Against Las Virgenes Municipal Water District
Government Code Sections 910 and 910.4

Mail or Deliver To: Executive Assistant/ Clerk of the Board
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

Name of claimant/s: JASON SCHULZ

Address/location of accident or occurrence:
11401 Topanga Canyon Blvd. [REDACTED]
Chatsworth, CA 91311

Address to where replies/notices should be sent (if different from the above):

Telephone numbers: Home: [REDACTED] Work/Cell: same

Please answer the following questions. If more space is required, please attach additional sheets. **Please attach any receipts, invoices, estimates or photos that may help in consideration of your claim.**

1. When did damage or injury occur? (Give exact date and hour)
4/23/18 approx 2:30 PM
2. Where did the damage or injury occur?
at above address
3. How did the damage or injury occur? (Give full details)
when the water to the community was restored, the pressure was too great and popped 2 pipe connections
4. What damage or injuries do you claim?
plumbing + water damage

5. If this claim is for damage to property, are you the legal owner of said property?
Yes No . If not, please list name and address of property owner.

6. What is the name/s of the District employee/s causing the injury, damage or loss, if known?

unknown

7. If District employees were involved in causing the damage or injury, do you believe there was a particular act or omission on the part of the employees that caused it?

negligence as to water pressure

8. What is the amount the damages claimed? (Attach copies of receipts, invoices, estimates, photos, etc.)

Amount claimed as of this date: \$ 2950.00

Estimated amount of future expenses: \$ 10,000.00

Total Amount Claimed: \$ 12,950.00

Basis for computation of amounts claimed: Estimate From THC,
Trusted Home Contractors (attached)

9. Other details? (Names, addresses of witnesses, doctors and hospitals)

Indian Hills park management; Jill B. 818.341.0017


Signature of Claimant or Person Acting on Claimant's Behalf

5/1/18
Date

This claim must be signed by claimant or by an authorized agent of the claimant. One copy must be filed with this office. Keep one copy for your records.

Notice: Section 72 of the Penal Code provides: "Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, town, city, district, ward or village board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony".

Date Received: 5/7/18 Time: 9:45AM Recorded by: Jose Sumb
via US Mail

Note: This document is a Public Record and may be disclosed/released pursuant to the California Public Records Act.

Water Damage BID - Jason Schultz / Matt @ Trusted Home

Matt Flynn <mflynn.thc@gmail.com>
To: info.schulz@gmail.com

Sun, Apr 29, 2018 at 1:59 PM

Jason Schultz
11401 Topanga Canyon Blvd. [REDACTED]
Chatsworth, CA.
818-262-7484

Date of Occurrence: 4.23.2108
Re: Las Virgenes Municipal Water District

Hi Jason:

Nice meeting you yesterday at your home.

As discussed, my initial inspection showed (A) damage to your bathroom cabinet with it still being very damp 5 days after occurrence, (B) moisture on your tile bathroom flooring (and most likely the plywood sub-flooring below) and (C) the broken pipe on your rear wooden deck.

(A) INSPECTION / ESTIMATE #1

1. Inspect home and the entire crawl space. Look for water damage, dampness as well as sitting water.
2. Look for mold.
3. Dry out affected areas with heavy-duty dryers and dehumidifiers.
4. Repair broken pipe on deck (i.e. "Snapped Pipe, exterior" photo)
5. Re-evaluate based on the damages found and give second bid: **\$2,950.**

(B) FOLLOW UP / ESTIMATE #2

To get a firm price Trusted Home Contractors would first need to do our initial inspection as stated above. In the event that the bath cabinets, bath flooring/tile (including sub-flooring) need to be replaced, the total cost for such could in the neighborhood of **\$10,000.** There may be other areas of water damage as well, due to the fact that you had two broken lines on opposite sides of your home.

I included photos from my first inspection and damages.

Attached is our License, Workmens Compensation and Liability Insurance. As mentioned, our office is located in Reseda, we've been in business since 1975, have excellent Yelp reviews and an A+ rating from BBB.

Please forward this information and/or call me with any questions - and let me know your received this.

Regards,

Matt Flynn
Territory Rep

Trusted Home Contractors, Inc.
18341 Sherman Way, #206
Reseda, CA 91335

Direct: 310-463-0542
Toll Free: 844-842-4663

trustedhomecontractorsinc.com

10 attachments

THC logo.jpg



Bath cabinet 1.JPG
98K



Bath cabinet 2.JPG
116K



Inside bath cabinet:wet.JPG
105K



Moisture on wall, behind cabinet.JPG
58K

Damp tile area.JPG
110K




Snapped pipe, exterior.JPG
74K



Exterior Home 1.JPG
81K



Exterior Home 2.JPG
126K

 **THC lic,ins, OC cert .pdf**
3723K

"If we are to guard against ignorance
and remain free, it is the responsibility
of every American to be informed."

Thomas Jefferson



Mr. Jason Schulz
11401 Topanga Canyon Blvd
Chatsworth, CA 91311-1074



A-A-00322140

USA FIRST-CLASS FOREVER

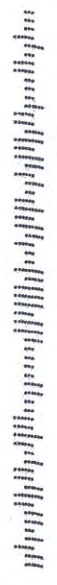


SANTA CLARITA, CA 91312

02 MAY 2003 PM 7 L

Executive Asst. / Clerk of the Board
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

91302-95899





Claim Against Las Virgenes Municipal Water District
Government Code Sections 910 and 910.4



Mail or Deliver To: Executive Assistant/ Clerk of the Board
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

Name of claimant/s: Martin Cohen

Address/location of accident or occurrence: 11401 Topanga Cyn Blvd [redacted]
Chatsworth, CA 91311

Address to where replies/notices should be sent (if different from the above):

Telephone numbers: Home: [redacted] Work/Cell: _____

Please answer the following questions. If more space is required, please attach additional sheets. **Please attach any receipts, invoices, estimates or photos that may help in consideration of your claim.**

- When did damage or injury occur? (Give exact date and hour)
April 23, 2018 at approx. 12:30 pm
- Where did the damage or injury occur? 11401 Topanga Cyn [redacted]
Chatsworth, CA 91311
- How did the damage or injury occur? (Give full details)
Park water turned off by LVMWD and then on again, at full blast, causing surge in water pressure causing damage to pipes and plumbing thru out the community
- What damage or injuries do you claim? Blown water lines & valves for
splinker lines, shower lines

5. If this claim is for damage to property, are you the legal owner of said property?
Yes No . If not, please list name and address of property owner.

6. What is the name/s of the District employee/s causing the injury, damage or loss, if known?

7. If District employees were involved in causing the damage or injury, do you believe there was a particular act or omission on the part of the employees that caused it?

8. What is the amount the damages claimed? (Attach copies of receipts, invoices, estimates, photos, etc.)

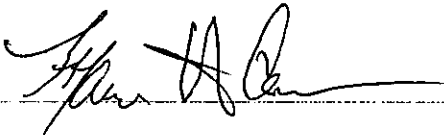
Amount claimed as of this date: \$ 410

Estimated amount of future expenses: \$ _____

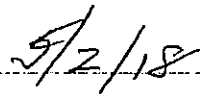
Total Amount Claimed: \$ _____

Basis for computation of amounts claimed: _____

9. Other details? (Names, addresses of witnesses, doctors and hospitals)
Indian Hills Mobilehome Village park manager, Jill Brown.



Signature of Claimant or Person Acting on Claimant's Behalf



Date

This claim must be signed by claimant or by an authorized agent of the claimant. One copy must be filed with this office. Keep one copy for your records.

Notice: Section 72 of the Penal Code provides: "Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, town, city, district, ward or village board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony".

Date Received: 5/7/18 Time: 9:45 AM Recorded by: [Signature]
VLA U.S. Mail

Note: This document is a Public Record and may be disclosed/released pursuant to the California Public Records Act.

INVOICE

 Sign

 Print

 Download



Martin Cohen
11401 Topanga Cyn Blvd [REDACTED]
Chatsworth, CA 91311
[REDACTED]

AMOUNT DUE

\$0.00



PAID IN FULL

Plumbing Tech and Rooter Services, Inc

P.O. Box 901105
Palmdale, Ca 93590
Phone: (661) 494-1348
Email: nshan.plumbingtech@outlook.com
Fax: (661) 449-3980

Payment Terms Due upon receipt
Invoice # 000114
Date 04/24/2018
Business / Tax # License C-36 1028865

Description	Total
Shower leaking	\$150.00
Replace cartridge to master bathroom shower	

Subtotal	\$150.00
Total	\$150.00

Payments Summary

04/27/2018 - Credit Card	\$150.00
Paid Total	\$150.00
Remaining Amount	\$0.00

Martin Cohen

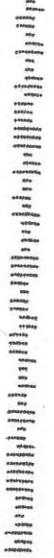


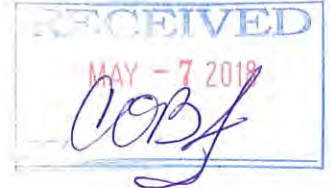
SANTA CLARITA, CA 91313

02 MAY 2018 PM 6 IL

Executive Assistant/Clerk of the Board
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

91302-358999





Claim Against Las Virgenes Municipal Water District
Government Code Sections 910 and 910.4

Mail or Deliver To: Executive Assistant/ Clerk of the Board
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

Name of claimant/s: KEVIN C NAHAN KIM NAHAN

Address/location of accident or occurrence:
11401 TOPANGA CYN BL [REDACTED]
CHATSWORTH CA 91311

Address to where replies/notices should be sent (if different from the above):
NA

Telephone numbers: Home: [REDACTED] Work/Cell: [REDACTED]

Please answer the following questions. If more space is required, please attach additional sheets. **Please attach any receipts, invoices, estimates or photos that may help in consideration of your claim.**

- When did damage or injury occur? (Give exact date and hour)
April 23, 2018 at approx. 12:30 pm
- Where did the damage or injury occur?
MASTER BED ROOM TOILET
ANGLE STOP AND SECTION OF PIPE WERE BLOWN OUT ALSO FILL VALVE WAS DAMAGED, INSTALL NEW ANGLE STOP PIECE OF COPPER, AND FILL VALVES
- How did the damage or injury occur? (Give full details)
ALSO BLEW SHOWER HEAD WAS BLOWN OUT, REPLACED HEAD
Park water turned off by LVMWD and then on again, at full blast, causing surge in water pressure causing damage to pipes and plumbing thru out the community
- What damage or injuries do you claim?
MASTER BED ROOM TOILET
ANGLE STOP AND SECTION OF PIPE WERE BLOWN OUT ALSO FILL VALVE WAS DAMAGED INSTALL NEW ANGLE STOP PIECE OF COPPER AND FILL VALVES
ALSO BLEW SHOWER HEAD REPLACED WITH NEW HEAD

5. If this claim is for damage to property, are you the legal owner of said property?
Yes No . If not, please list name and address of property owner.

6. What is the name/s of the District employee/s causing the injury, damage or loss, if known?
N/A

7. If District employees were involved in causing the damage or injury, do you believe there was a particular act or omission on the part of the employees that caused it?
yes

8. What is the amount the damages claimed? (Attach copies of receipts, invoices, estimates, photos, etc.)

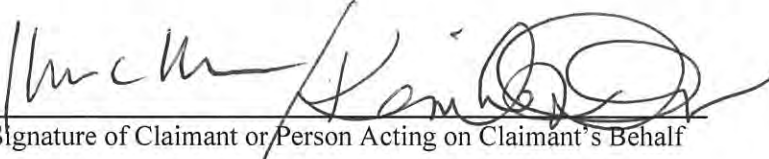
Amount claimed as of this date: \$ 250⁰⁰

Estimated amount of future expenses: \$ 0

Total Amount Claimed: \$ 250⁰⁰ w 20⁰⁰ new shower head

Basis for computation of amounts claimed: LABOR 170⁰⁰ w EMERGENCY SHOWER, PANTS 80⁰⁰
20⁰⁰ new shower head

9. Other details? (Names, addresses of witnesses, doctors and hospitals)
Indian Hills Mobilehome Village park manager, Jill Brown.


Signature of Claimant or Person Acting on Claimant's Behalf

5-3-18
Date

This claim must be signed by claimant or by an authorized agent of the claimant. One copy must be filed with this office. Keep one copy for your records.

Notice: Section 72 of the Penal Code provides: "Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, town, city, district, ward or village board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony".

Date Received: 5/7/18 Time: 11:30 AM Recorded by: Josey Geyman
via U.S. Mail

Note: This document is a Public Record and may be disclosed/released pursuant to the California Public Records Act.

INDIAN HILLS MOBILEHOME VILLAGE

RE: APRIL 26, WATER SHUT OFF FOR THE PARK

WHEN THE WATER IS SHUT OFF, WE ARE ASKING ALL

RESIDENTS TO TURN ON FAUCETS INSIDE THE HOME

OR A HOSE OUTSIDE, OR HOSE BIB. WHEN THE WATER

IS TURNED BACK ON, THE AIR AND PRESSURE SHOULD

BE LOWER AND AVOID PIPE BREAKS. IF YOU HAVE

VERY OLD PIPES THAT ARE NOT IN GOOD CONDITION

IF YOU WILL NOT BE HOME IN THE MORNING WHEN
WATER IS SCHEDULED TO BE TURNED OFF, MAYBE A
NEIGHBOR COULD TURN ON A HOSE OUTSIDE YOUR
HOME.

IT IS ALWAYS A POSSIBILITY THEY WON'T HOLD UP

UNDER ANY AMOUNT OF PRESSURE, BUT WE CAN TRY.

THANK YOU FOR YOUR PATIENCE AND

UNDERSTANDING DURING THIS SITUATION.

INDIAN HILLS PARK MANAGEMENT

4/25/18

INDIAN HILLS MOBILEHOME VILLAGE
11401 TOPANGA CANYON BLVD
CHATSWORTH, CA 91311
PHONE : (818) 341-0017

April 24, 2018

Notice to All Residents

Re: Las Virgenes Water Shut Off On 4/23/18

THE WATER TO THE PARK WILL BE SHUT OFF ON THURSDAY, APRIL 26, 2018 TO REPLACE THE PARK'S WATER PRESSURE REGULATION ASSEMBLY AT THE FRONT OF THE PARK. WATER WILL BE SHUT OFF FROM 10:00 AM UNTIL 2:00 PM. WE APOLOGIZE FOR HAVING TO DO THIS BUT LAS VIRGENES WATER CAUSED THE PROBLEMS WE ARE HAVING WITH LEAKS, ETC. IN THE PARK.

WATER PRESSURE IS HIGH AT THIS TIME. HOMEOWNERS HAVE TOLD US THAT TURNING YOUR WATER VALVE (AT THE METER) DOWN TO ABOUT HALF MIGHT REDUCE THE WATER PRESSURE.

ANYONE WHO HAS DAMAGE OR PLUMBING ISSUES CAN CONTACT LAS VIRGENES WATER DISTRICT AT **818-251-2200**. **WEB SITE IS WWW.LVMWD.COM** FOR CLAIM FORMS AND OTHER INFO.

THANK YOU FOR YOUR PATIENCE AND COOPERATION.

Sincerely,

Jill Brown, Resident Manager
Indian Hills Mobilehome Village



LOWE'S HOME CENTERS, LLC
 8389 TOPANGA CANYON BLVD
 WEST HILLS, CA 91304 (816) 610-1960

- SALE -

SALES#: ST162AF1 2313844 TRANS#: 21594983 04-24-18

780276 HOEN ADLER 4-SPRAY UN SHD	18.98
19.98 DISCOUNT EACH	-1.00
456839 PTFE TAPE 1/2-IN X 43-FT	1.41
1.48 DISCOUNT EACH	-0.07
107204 LCC SYSTEM USE ONLY	0.00 N

SUBTOTAL:	20.39
TAX:	1.94
INVOICE 05123 TOTAL:	22.33
LCC:	22.33

TOTAL DISCOUNT: 1.07

LCC:XXXXXXXXXX2499 AMOUNT:22.33 AUTHCD:000385

SWIPE REFID:791562 04/24/18 11:35:55

STORE: 1162 TERMINAL: 05 04/24/18 11:36:41

OF ITEMS PURCHASED: 2

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
 SEE REVERSE SIDE FOR RETURN POLICY.
 STORE MANAGER: PETE REED

LOWE'S PRICE MATCH GUARANTEE
 FOR MORE DETAILS, VISIT LOWES.COM/PRICEHATCH

 * YOUR OPINIONS COUNT! *
 * REGISTER FOR A CHANCE TO BE *
 * ONE OF FIVE \$300 WINNERS DRAWN MONTHLY! *
 * REGISTRARSE EN EL SORTEO MENSUAL *
 * PARA SER UNO DE LOS CINCO GANADORES DE \$300! *
 * *
 * REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY *
 * WITHIN ONE WEEK AT: www.lowes.com/survey *
 * Y O U R I D # 05123 1162 114 *
 * *
 * NO PURCHASE NECESSARY TO ENTER OR WIN. *
 * VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
 * OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 1162 TERMINAL: 05 04/24/18 11:36:41



CSA

13604 ASTORIA ST.
SYLMAR, CA 91342
Offc. (818) 367-9944
Cell. (818) 674-0155
csaplumbing1@yahoo.com

PLUMBING & ROOTER

Bonded & Insured Lic. #918123

INVOICE 5446

DATE: 04/24/18

SERVICE ORDER # _____

SERVICEMAN: 1 Alex 2 _____

CUSTOMER

NAME _____
ADDRESS _____
CITY _____ STATE _____
PHONE NO. _____ ZIP CODE _____
E-MAIL _____

JOB LOCATION

NAME _____
ADDRESS 11401 Topanga cy
CITY Chatsworth STATE CA
PHONE NO. _____ ZIP CODE 91311

DESCRIPTION OF WORK

CAME OUT AS AN EMERGENCY -
angle stop and section of pipe
was blown out due to too
much pressure coming into
property. ALSO fill valve for
toilet was damage -
Installed new angle stop piece
of copper pipe, supply line
and fill valve -
left shot off valve with very
little pressure -
also shower head was blown
out due to too much
pressure -

S Paid full amount

- MAINLINE \$ _____
- DIGGING/ SLEEVING \$ _____
- AREA DRAIN \$ _____
- HOURLY \$ _____
- KITCHEN SINK \$ _____
- LAUNDRY \$ _____
- BATHTUB \$ _____
- SHOWER \$ _____
- LAV BASIN \$ _____
- R&R TRAP \$ _____
- ROOF VENT \$ _____
- TOILET \$ _____
- R&R TOILET \$ _____
- URINAL \$ _____
- FLOOR DRAIN \$ _____
- FLOOR SINK \$ _____
- H.P. JETTER \$ _____
- MUSTANG JETTER \$ _____
- VIDEO INSPECTION \$ _____
- HRS OVERTIME \$ _____
- AFTER HOURS CONSULTATION FEE \$ _____
- HOLIDAY CHARGE \$ _____
- OTHER \$ _____

DAY GUARANTEE

WAIVER OF RIGHT TO CANCEL

Pursuant to Section 1689.13 of the California Civil Code, I acknowledge that the work described above is emergency in nature requiring immediate necessity of repairs and hereby waive all rights to cancel the sale within three days.

SIGNATURE _____ WORK AUTHORIZATION ONLY

PAID BY: CASH CHECK# _____ VISA MASTERCARD # _____

I hereby authorize the work described above and agree to the terms and conditions set forth on this form. I acknowledge that I have been made aware that aged and deteriorated plumbing fixtures, pipes and appurtenances may no longer be serviceable. CSA Plumbing & Rooter is not responsible for any damages resulting from or relating to illegal or improper plumbing conditions installed by others that are not in compliance with applicable building codes. I agree to hold CSA Plumbing & Rooter harmless from any damage, loss, or destruction arising out of the foregoing conditions. I agree to pay for all work, goods, and services received, and hereby further authorize CSA Plumbing & Rooter to charge my credit card(s) for the goods and / or services being provided, and further agree to perform all of the obligations set forth in the applicable card holder agreement with the credit issuer.

Signature [Signature]
SIGNATURE UPON COMPLETION

DATE: 04/24/18

LABOR TOTAL \$ 170
PARTS TOTAL \$ 80
TOTAL AMOUNT DUE \$ 250

Kim Nahan

11401 Topanga Cyn Blvd
Chatsworth, CA 91311-1249



\$1.00⁰⁰
US POSTAGE
FIRST-CLASS

071V00635050
91311
000042056

Executive Assistant / Clerk of the
Board
Las Virgenes Municipal Water Distri
4232 Las Virgenes Road
Calabasas, Calif.
91302



EIVI
MAY - 9 2018
CABJ

Claim Against Las Virgenes Municipal Water District
Government Code Sections 910 and 910.4

Mail or Deliver To: Executive Assistant/ Clerk of the Board
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

Name of claimant/s: Carlos Vargas and Ana Moncada

Address/location of accident or occurrence:

11401 Topanga Canyon Boulevard [REDACTED]
Chatsworth, CA 91311

Address to where replies/notices should be sent (if different from the above):

Telephone numbers: Home: [REDACTED] Work/Cell: [REDACTED]

Please answer the following questions. If more space is required, please attach additional sheets. **Please attach any receipts, invoices, estimates or photos that may help in consideration of your claim.**

1. When did damage or injury occur? (Give exact date and hour)
April 23 2018
around 12:30 p.m.
2. Where did the damage or injury occur?
Bathroom and Kitchen
3. How did the damage or injury occur? (Give full details)
This was a result of when a LVMWD employee broke a pipe, shut the water down, then turned it back on; full power.
4. What damage or injuries do you claim?
Our toilet is constantly running/pouring water in the tank.
Our kitchen sink pressure is inconsistent. WATER pressure throughout is sensitive
Right after the water pressure came back full force, the toilet started making weird sounds and noises that didn't before. this is due to the water running constantly
Pipes are making a rattling loud noise when idle and after flushing.

5. If this claim is for damage to property, are you the legal owner of said property?
Yes No . If not, please list name and address of property owner.

Ana Moncada

6. What is the name/s of the District employee/s causing the injury, damage or loss, if known?

7. If District employees were involved in causing the damage or injury, do you believe there was a particular act or omission on the part of the employees that caused it?

As mentioned above, this was a result of a pipe that was either mishandled by an employee or was the cause for it bursting. Then when the water was turned back on, the pressure has been inconsistent throughout our home.

8. What is the amount the damages claimed? (Attach copies of receipts, invoices, estimates, photos, etc.)

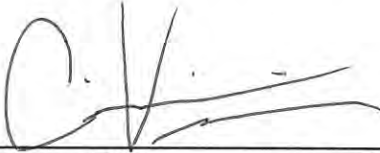
Amount claimed as of this date: \$ _____

Estimated amount of future expenses: \$ _____

Total Amount Claimed: \$ _____

Basis for computation of amounts claimed: Amounts unknown as of 5-7-18

9. Other details? (Names, addresses of witnesses, doctors and hospitals)



Signature of Claimant or Person Acting on Claimant's Behalf

05/07/2018

Date

This claim must be signed by claimant or by an authorized agent of the claimant. One copy must be filed with this office. Keep one copy for your records.

Notice: Section 72 of the Penal Code provides: "Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, town, city, district, ward or village board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony".

Date Received: 5/9/18

Time: 12:30 PM

Recorded by: Joselyne Seymour

Via U.S. Mail

Note: This document is a Public Record and may be disclosed/released pursuant to the California Public Records Act.

11401 Topanga Canyon Blvd
[Redacted]
Chatsworth, CA 91311



Executive Assistant/ Clerk of the Board Las
Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

91302-355999





RECEIVED
MAY 17 2018
BY: *Coby*

Claim Against Las Virgenes Municipal Water District
Government Code Sections 910 and 910.4

Mail or Deliver To: Executive Assistant/ Clerk of the Board
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

Name of claimant/s: *CHARLES GREG BUSH*

Address/location of accident or occurrence: *11401 TOPANGA CANYON BL
CHATSWORTH, CA 91311*

Address to where replies/notices should be sent (if different from the above):

Telephone numbers: Home: *[Handwritten]* Work/Cell: *[Redacted]*

Please answer the following questions. If more space is required, please attach additional sheets. **Please attach any receipts, invoices, estimates or photos that may help in consideration of your claim.**

1. When did damage or injury occur? (Give exact date and hour)
MONDAY, APRIL 23, 2018 @ APPROX 2:30 PM

2. Where did the damage or injury occur?
INSIDE THE MOBILE HOME

3. How did the damage or injury occur? (Give full details)
WATER PRESSURE MALFUNCTION

4. What damage or injuries do you claim?
2 BROKEN FAUCETS, ALL THE PIPES & LINES ASSOCIATED WITH THEM, AND BROKEN PIPES UNDER THE FLOOR IN BACK BEDROOM

5. If this ~~claim~~ is for damage to property, are you the legal owner of said property?
Yes No . If not, please list name and address of property owner.

6. What is the name/s of the District employee/s causing the injury, damage or loss, if known?

N/A

7. If District employees were involved in causing the damage or injury, do you believe there was a particular act or omission on the part of the employees that caused it?

N/A

8. What is the amount the damages claimed? (Attach copies of receipts, invoices, estimates, photos, etc.)

Amount claimed as of this date: \$ 218.67

Estimated amount of future expenses: \$ 0

Total Amount Claimed: \$ 218.67

Basis for computation of amounts claimed: PLEASE SEE ATTACHED
w/ RECEIPTS

9. Other details? (Names, addresses of witnesses, doctors and hospitals)

SEE ATTACHED

Chak S. Paul
Signature of Claimant or Person Acting on Claimant's Behalf

5/12/18
Date

This claim must be signed by claimant or by an authorized agent of the claimant. One copy must be filed with this office. Keep one copy for your records.

Notice: Section 72 of the Penal Code provides: "Every person who, with intent to defraud, presents for allowance or for payment to any state board or officer, or to any county, town, city, district, ward or village board or officer, authorized to allow or pay the same if genuine, any false or fraudulent claim, bill, account, voucher, or writing, is guilty of a felony".

Date Received: 5/17/18 Time: 11:55AM Recorded by: Joselyn
via U.S. Mail

Note: This document is a Public Record and may be disclosed/released pursuant to the California Public Records Act.

ATTACHMENT TO CLAIM

4/23 boxes 113.54
4/27 Return <10.68>

4/23 Total Exp. 94.86

4/24 9.83
21.86
<9.83>
1.62

4/24 Total Exp 23.48

4/26 Total Exp 27.35

4/27 Total Exp 42.81

* 2/12 Total Exp 30.17

GRAND TOTAL DAMAGES \$218.67

* The receipt dated 2/12/18 was for a piece of flooring in the back bedroom. We purchased one in January as well, but that one wasn't damaged. The pipes that burst under the house made it necessary for us to cut a whole in the floor, ruining the wood. We have been financially unable to replace it & still have a hole in the floor.



LOVE'S HOME CENTERS, LLC
 8383 TOPANGA CANYON BLVD
 WEST HILLS, CA 91304 (818) 610-1960

RETURN 16351

SALES#:R S1162SP2 2326353 TRANS#: 65852202 04-27-18

RET 271778 1/2-IN X 3/8-IN VALVE - A 8.53-
 ORIG. STORE: 1162 DATE:042318 INV: 1020
 RET 271804 1/2-IN FIP X 3/8-IN VALVE 8.53-
 ORIG. STORE: 1162 DATE:042318 INV: 1020

SUBTOTAL: 17.06-
 TAX: 1.62-
 TOTAL RETURN: 18.68-
 LCC: 18.68-

LCC:XXXXXXXXXXXX0258 AMOUNT:18.68-
 KEYED REFID:873823 04/27/18 11:03:29
 STORE: 1162 TERMINAL: 16 04/27/18 11:03:29

STORE MANAGER: PETE REED

LOWE'S PRICE MATCH GUARANTEE
 FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

 * YOUR OPINIONS COUNT! *
 * REGISTER FOR A CHANCE TO BE *
 * ONE OF FIVE \$300 WINNERS DRAWN MONTHLY! *
 * REGISTRARSE EN EL SORTIDO MENSUAL *
 * PARA SER UNO DE LOS CINCO GANADORES DE \$300! *
 * *
 * REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY *
 * WITHIN ONE WEEK AT: www.lowes.com/survey *
 * YOUR ID # 16351 1162 117 *
 * *
 * NO PURCHASE NECESSARY TO ENTER OR WIN. *
 * VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
 * OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

 STORE: 1162 TERMINAL: 16 04/27/18 11:03:29



LOVE'S HOME CENTERS, LLC
 8383 TOPANGA CANYON BLVD
 WEST HILLS, CA 91304 (818) 610-1960

- SALE -

SALES#: S1162AL1 2133329 TRANS#: 85537941 04-23-18

1 314851 2PC GROOVELOCK SET 15.18
 15.98 DISCOUNT EACH -0.80
 2 756561 PROJECTSOURCE 1H CH (-265) 35.61
 37.48 DISCOUNT EACH -1.87
 3 271804 1/2-IN FIP X 3/8-IN VALVE 8.53
 8.98 DISCOUNT EACH -0.45
 4 271778 1/2-IN X 3/8-IN VALVE - A 8.53
 8.98 DISCOUNT EACH -0.45
 5 464639 KOBALT 10IN CAST IRON PIP 11.38
 11.98 DISCOUNT EACH -0.60
 6 751646 3/8-IN X 30-IN PVC-FC (25) 14.98
 7.88 DISCOUNT EACH -0.39
 2 @ 7.49
 7 1020671 15 IN. FORGED HALF HANDY 9.48
 9.98 DISCOUNT EACH -0.50
 107204 LCC SYSTEM USE ONLY 0.00 N

SUBTOTAL: 103.69
 TAX: 9.85
 INVOICE 01020 TOTAL: 113.54
 LCC: 113.54

TOTAL DISCOUNT: 5.45

LCC:XXXXXXXXXXXX0258 AMOUNT:113.54 AUTHCD:000251
 SWIPED REFID:738389 04/23/18 19:45:35

Auth L Paul
 STORE: 1162 TERMINAL: 01 04/23/18 19:46:43

OF ITEMS PURCHASED: 8
 EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
 SEE REVERSE SIDE FOR RETURN POLICY.
 STORE MANAGER: PETE REED

LOWE'S PRICE MATCH GUARANTEE
 FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH



LOWE'S HOME CENTERS, LLC
 8303 TOPANGA CANYON BLVD
 WEST HILLS, CA 91304 (818) 610-1960

- SALE -

SALES#: S1162JH1 2935509 TRANS#: 47590034 04-24-18 **A**

/	271804 1/2-IN FIP X 3/8-IN VALVE	8.98
	SUBTOTAL:	8.98
	TAX:	0.85
	INVOICE 02197 TOTAL:	9.83
	CASH :	10.00
	CHANGE:	0.17

STORE: 1162 TERMINAL: 02 04/24/18 10:14:09
 # OF ITEMS PURCHASED: 1
 EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
 SEE REVERSE SIDE FOR RETURN POLICY.
 STORE MANAGER: PETE REED

LOWE'S PRICE MATCH GUARANTEE
 FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

 * YOUR OPINIONS COUNT! *
 * REGISTER FOR A CHANCE TO BE *
 * ONE OF FIVE \$300 WINNERS DRAWN MONTHLY! *
 * REGISTRESE EN EL SORTEO MENSUAL *
 * PARA SER UNO DE LOS CINCO GANADORES DE \$300! *
 * *
 * REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY *
 * WITHIN ONE WEEK AT: www.lowes.com/survey *
 * Y O U R I D # 02197 1162 114 *
 * *
 * NO PURCHASE NECESSARY TO ENTER OR WIN. *
 * VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
 * OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 1162 TERMINAL: 02 04/24/18 10:14:09



LOWE'S HOME CENTERS, LLC
8383 TOPANGA CANYON BLVD
WEST HILLS, CA 91304 (818) 610-1960

- SALE -

SALES#: S1162JH1 2395503 TRANS#: 47596383 04-24-18 **B**

2 272636 3/8-IN FIP X 3/8-IN VALVE 19.96
2 0 9.98

SUBTOTAL: 19.96
TAX: 1.90
INVOICE 02241 TOTAL: 21.86
CASH: 21.86

STORE: 1162 TERMINAL: 02 04/24/18 12:00:22
OF ITEMS PURCHASED: 2
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S,
SEE REVERSE SIDE FOR RETURN POLICY.
STORE MANAGER: PETE REED

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* Y D U R I D # 02241 1162 114 *
* NO PURCHASE NECESSARY TO ENTER OR WIN. *
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 1162 TERMINAL: 02 04/24/18 12:00:22



LOWE'S HOME CENTERS, LLC
8383 TOPANGA CANYON BLVD
WEST HILLS, CA 91304 (818) 610-1960

RETURN 16171

SALESMAN: R 5162SP2 2326353 TRANS#: 65601151 04-24-18 C

RET 271804 1/2-IN FIP X 3/8-IN VALUE 6.98-
ORIG. STORE: 1162 DATE: 042418 THU: 2197

SUBTOTAL: 8.98-
TAX: 0.85-
TOTAL RETURN: 9.83-
CASH: 9.03-

STORE: 1162 TERMINAL: 16 04/24/18 13:19:34

STORE MANAGER: PETE REED

LOWE'S PRICE MATCH GUARANTEE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

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* WITHIN ONE WEEK AT: www.lowes.com/survey *
* YOUR ID # 16171 1162 114 *
* NO PURCHASE NECESSARY TO ENTER OR WIN. *
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* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 1162 TERMINAL: 16 04/24/18 13:19:34



LOWE'S HOME CENTERS, LLC
 8383 TOPANGA CANYON BLVD
 WEST HILLS, CA 91304 (818) 610-1960

- SALE -

SALES#: S1162SB2 2376535 TRANS#: 14601424 04-24-18 **17**

456833 PTFE TAPE 1/2-IN X 43-FT 1.48

SUBTOTAL: 1.48

TAX: 0.14

INV DICE 06622 TOTAL: 1.62

CASH: 10.02

CHANGE: 8.40

STORE: 1162 TERMINAL: 06 04/24/18 13:24:06

OF ITEMS PURCHASED: 1

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



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STORE MANAGER: PETE REED

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* ¡REGÍSTRESE EN EL SORTEO MENSUAL *

* PARA SER UNO DE LOS CINCO GANADORES DE \$300! *

* REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY *

* WITHIN ONE WEEK AT: www.Lowes.com/survey *

* YOUR ID # 06622 1162 114 *

* 141 *

* NO PURCHASE NECESSARY TO ENTER OR WIN. *

* UNTO WHERE PROVIDED. MUST BE 18 OR OLDER. *



LOWE'S HOME CENTERS, LLC
8383 TOPANGA CANYON BLVD
WEST HILLS, CA 91304 (818) 610-1960

- SALE -

SALES#: S1162SE1 2142677 TRANS#: 85771066 04-26-18

857545 PROJECT SOURCE 2H CH LAV 24.98

SUBTOTAL: 24.98

TAX: 2.37

INVOICE 01217 TOTAL: 27.35

DEBIT: 27.35

DEBIT:XXXXXXXXXX0709 AMOUNT:27.35 AUTHCD:143215

SWIPE REFID:116201063916 04/26/18 12:31:31

TRACE:00421425

PURCHASE CASH BACK TOTAL DEBIT
27.35 0.00 27.35

STORE: 1162 TERMINAL: 01 04/26/18 12:31:59

OF ITEMS PURCHASED: 1
EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
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STORE MANAGER: PETE REED

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* Y O U R I D # 01217 1162 116 *
* NO PURCHASE NECESSARY TO ENTER OR WIN. *
* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 1162 TERMINAL: 01 04/26/18 12:31:59



LOWE'S HOME CENTERS, LLC
 8383 TOPANGA CANYON BLVD
 WEST HILLS, CA 91304 (818) 610-1960

- SALE -

SALES#: S1162AF2 2358750 TRANS#: 85853480 04-27-18

1	475492 8-CT SPARKLE PAPER TOWEL	8.98
2	751646 3/8-IN X 30-IN PVC-FC (25	15.76
	2 @ 7.88	
3	751642 16-IN MXF EXPANSION LINE	14.36
	2 @ 7.18	

SUBTOTAL:	39.10
TAX:	3.71
INVOICE 01336 TOTAL:	42.81
DEBIT:	42.81

DEBIT:XXXXXXXXXX0709 AMOUNT:42.81 AUTHCD:102652

SWIPED REFID:116201064092 04/27/18 11:24:43

TRACE:00486062

PURCHASE	CASH BACK	TOTAL DEBIT
42.81	0.00	42.81

STORE: 1162 TERMINAL: 01 04/27/18 11:25:07

OF ITEMS PURCHASED: 5

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
 SEE REVERSE SIDE FOR RETURN POLICY.
 STORE MANAGER: PETE REED

LOWE'S PRICE MATCH GUARANTEE
 FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

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* ONE OF FIVE \$300 WINNERS DRAWN MONTHLY! *

* REGISTRESE EN EL SORTEO MENSUAL *

* PARA SER UNO DE LOS CINCO GANADORES DE \$300! *

* *

* ENTER BY COMPLETING A GUEST SATISFACTION SURVEY *

* WITHIN ONE WEEK AT: www.lowes.com/survey *

* Y D U R I D # 01336 1162 117 *

* *

* NO PURCHASE NECESSARY TO ENTER OR WIN. *

* VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *

* OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 1162 TERMINAL: 01 04/27/18 11:25:07



LOWE'S HOME CENTERS, LLC
 8383 TOPANGA CANYON BLVD
 WEST HILLS, CA 91304 (818) 610-1960

- SALE -

SALES#: S1162AL1 2133329 TRANS#: 47468180 02-12-18

149637	19/32 CAT AC FIR EXTERIOR	31.51
	33.17 DISCOUNT EACH	-1.66
	CA LUMBER FEE	0.32
894307	A+R 9-FT GREEN MARKET UMB	83.61
	88.00 DISCOUNT EACH	-4.39
107204	LCC SYSTEM USE ONLY	0.00 N

SUBTOTAL: 115.44
 TAX: 10.92
 INVOICE 02638 TOTAL: 126.36
 LCC: 126.36

TOTAL DISCOUNT: 6.05

LCC:XXXXXXXXXX0258 AMOUNT:126.36 AUTHCD:000194
 SWIPED REFID:989106 02/12/18 12:42:46

Cheryl D. Bradley

STORE: 1162 TERMINAL: 02 02/12/18 12:43:41

OF ITEMS PURCHASED: 2

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.
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 STORE MANAGER: PETE REED

LOWE'S PRICE MATCH GUARANTEE
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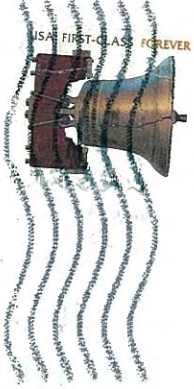
 * YOUR OPINIONS COUNT! *
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 * REGISTER BY COMPLETING A GUEST SATISFACTION SURVEY *
 * WITHIN ONE WEEK AT: www.lowes.com/survey *
 * YOUR ID # 02638 1162 043 *
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 * NO PURCHASE NECESSARY TO ENTER OR WIN. *
 * VOID WHERE PROHIBITED. MUST BE 18 OR OLDER TO ENTER. *
 * OFFICIAL RULES & WINNERS AT: www.lowes.com/survey *

STORE: 1162 TERMINAL: 02 02/12/18 12:43:41

Bush
11401 Topanga Ln
Chatsworth CA 91311

SANITA CLARITA CA 913

US MAY 2008 FN 5 L



Executive Assistant / Clerk of the Board
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Cabreras, CA 91302

91302-35899





June 12, 2018 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Facilities & Operations

Subject : Renewal of Dog Park Agreement with the City of Calabasas

SUMMARY:

The existing agreement between the District and the City of Calabasas allowing the use of District-owned property south of its headquarters building for a dog (bark) park will expire on September 18, 2018. On March 26, 2018 the City requested that the District renew the agreement for an additional five years under the same terms and conditions. The dog park is beneficial to our customers and their canines and provides the District with a positive face to the community with little impact on staff or property. Staff recommends that the Board approve the renewal of the agreement.

RECOMMENDATION(S):

Execute an Agreement for the Management of a Dog Park on Water District Property with the City of Calabasas, in the amount of \$1.00 annually, with expiration of a 5-year term on September 30, 2023.

FISCAL IMPACT:

No

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

There is minimal financial impact associated with this action. The agreement generates revenue of \$1.00 annually.

DISCUSSION:

The original agreement for the dog park was approved in October 1998 and was renewed for 5-year terms on November 2003, May 2008 and July 2013.

Prepared by: Doug Anders - Administrative Services Coordinator

ATTACHMENTS:

City of Calabasas - Request to Renew Bark Park Agreement

Lease Agreement for Management of Dog Park on Water District Property



CITY of CALABASAS



March 26, 2018

David Pedersen
General Manager
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

RE: Bark Park Renewal

Dear David,

As you are aware, the City of Calabasas leases property from the District (\$1.00 per year) for the operation of our Bark Park. We are so thankful for your continued support and use of your property for this amazing program. The park has hundreds of visitors per week and has served our canine community since 1998. Our current five-year agreement runs until September 30, 2018. I am requesting at this time that a new five year agreement under the current terms and conditions move forward taking our use of your property through September 30, 2023.

Thank you for your time and consideration. I look forward to hearing from you.

Sincerely,

Jeff Rubin
Community Services Director

cc: Anthony Coroalles, City Manager



**LEASE AGREEMENT FOR THE MANAGEMENT OF A
DOG PARK ON WATER DISTRICT PROPERTY**

THIS AGREEMENT (“Agreement”) is made and entered into on the ____ day of _____, 2018, by and between the City of Calabasas, a municipal corporation, hereinafter referred to as “CITY”, and Las Virgenes Municipal Water District, hereinafter referred to as “DISTRICT.”

WHEREAS, the DISTRICT owns a certain property located at 4232 Las Virgenes Road, hereinafter referred to as “PROPERTY”; and

WHEREAS, the CITY desires to continue to use the PROPERTY as a “dog park,” which is a park for domesticated dogs to exercise and play off-leash in a fenced in area under the supervision of their owners or handlers.

NOW, THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall be from October 1, 2018 through September 30, 2023. This agreement may be extended by the mutual written agreement of both parties.

2. USE OF PROPERTY

The PROPERTY shall be used to operate a dog park and no other use unless approved in writing by DISTRICT.

(a) Manner of Use. CITY shall not cause or permit the PROPERTY to be used in any way which constitutes a violation of any law, ordinance, or governmental regulation or order, which annoys or interferes with the rights of DISTRICT, or which constitutes a nuisance or waste. CITY shall obtain and pay for all permits and shall promptly take all actions necessary to comply with all applicable statutes, ordinances, rules, regulations, orders, and requirements regulating the use by CITY of the PROPERTY.

3. CONDITIONS OF PROPERTY

(a) Existing Conditions. CITY accepts the PROPERTY in its condition as of the executing of the Agreement, subject to all recorded matters, laws, ordinances, and governmental regulations, and orders. Except as provided herein, CITY acknowledges that neither DISTRICT nor any agent of DISTRICT has made any representation as to the condition of the PROPERTY or the suitability of the PROPERTY for CITY’S intended use as a dog park. CITY represents and warrants that CITY has made its own inspection and inquiry regarding the condition of the PROPERTY and is not relying on any representations of DISTRICT.

(b) Condition upon Termination. Upon the termination of the Agreement, CITY shall surrender the PROPERTY to DISTRICT in the same condition as received, except for ordinary wear and tear which the CITY was not otherwise obligated to remedy under any provisions of the Agreement.

4. CONSIDERATION

CITY will pay the DISTRICT a total sum of \$1.00 per year for the lease of the PROPERTY.

5. OBLIGATIONS

CITY will maintain the PROPERTY as a dog park and provide such services and amenities necessary for carrying out this obligation. CITY shall pay for potable and recycled water used at the park in accordance with DISTRICT rates, as may be revised from time to time.

DISTRICT shall furnish the PROPERTY, including access to the District's overflow parking lot, for use by dog park patrons.

6. TERMINATION

Upon either party deciding that the dog park is no longer feasible, this Agreement may be terminated by providing ninety (90) days written notice to the other party.

7. RUNOFF

CITY is responsible for runoff from the premises and shall arrange to confine the runoff if and as required by law.

8. FIXTURES AND IMPROVEMENTS

(a) CITY may not alter PROPERTY without the prior written consent of DISTRICT.

(b) CITY will not construct or place or permit to be constructed or placed, signs, awnings, marquees, or other structures projecting from the exterior of the PROPERTY without DISTRICT's prior written consent. CITY shall remove signs, displays, advertisements or decorations CITY has placed or permitted to be placed, on the premises, which, in DISTRICT's reasonable opinion are offensive or otherwise objectionable.

9. HOLD HARMLESS AND INDEMNIFICATION

a) CITY shall defend, indemnify, and hold harmless DISTRICT, its officers, employees, and agents from any and all demands, damages, claims, causes of action, actions, judgments, losses or liabilities, costs and expenses (including reasonable outside attorney and expert costs and fees), regardless of the merit or outcome of any such claim or suit, for death or personal injuries, damages or losses to any person or persons or property suffered or sustained by anyone in, on, or about the PROPERTY or any part thereof, or any improvements thereon, and by any flora and fauna on the PROPERTY, as well as any such claims or suits resulting from or arising out of the intentional or negligent acts or omissions of the CITY, its officials, agents, employees, and subcontractors in connection with the performance or non-performance of this Agreement. CITY shall thoroughly investigate any and all claims and indemnify and defend DISTRICT and do whatever is necessary to protect DISTRICT, its officials, officers, employees, agents, and representatives as to any claims, lawsuits, liabilities, expenses, or damages.

b) This indemnification section of the Agreement shall survive the termination of this Agreement.

10. INSURANCE

a) CITY shall procure and maintain comprehensive general liability insurance to protect against Bodily Injury, Personal Injury, and Property Damage, for damages and accidents arising out of CITY's occupancy and use of the PROPERTY in the amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate. A Special Insurance Endorsement naming DISTRICT, its elected appointed boards, officers, agents, and employees as additional insured shall be provided on a form approved by DISTRICT Counsel. CITY shall require the insurer to notify DISTRICT in writing at least thirty days prior to cancellation, modification, or refusal to renew any such policy.

b) CITY shall procure and maintain during the life of this Agreement Worker's Compensation Insurance as required under California law.

11. ASSIGNMENT/ SUCCESSORS

Neither party to this Agreement shall assign any of the benefits or burdens of the Agreement without the consent of the other party. Assignees and successors to the parties shall be bound by the provisions hereto.

12. ANTI-DISCRIMINATION

In the performance of the terms of this Agreement, CITY agrees that it will not engage in or permit any subcontractor that it may employ to engage in discrimination in employment of persons because of age, race, color, religious creed, sex, sexual orientation, national origin, ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violations of this provision may result in imposition of penalties referred to in California Labor Code Section 1735.

13. INTEGRATION

This Agreement states the entire agreement of the Parties with respect to the subject matter hereof. This Agreement supersedes all prior discussions and understandings with respect to the subject matter hereof. There are no representations, warranties, promises, or covenants as to the subject matter hereof except as expressly set forth herein. This Agreement may not be modified or altered except in writing, signed by both Parties.

14. NOTICE

All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail, and addressed to:

CITY: Jeff Rubin
Community Services Director
City of Calabasas
100 Civic Center Way

Calabasas, CA 91302

DISTRIT: David Pederson
General Manager
Las Virgenes Municipal Water District
4232 Las Virgenes Road
Calabasas, CA 91302

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year written above.

CITY OF CALABASAS
a municipal corporation

**LAS VIRGENES MUNICIPAL
WATER DISTRICT**

By: _____
Jeff Rubin, Community Services Director

By: _____
Glen Peterson, President

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

District Counsel

ATTEST:

ATTEST:

Maricela Hernandez, MMC, City Clerk

Jay Lewitt, Secretary

(City Seal)

(Seal)

DRINKING WATER TAX UPDATE

Budget Trailer Bill with Proposed Water Tax Moves to Conference Committee

Senate and Assembly Budget Subcommittees this month voted on the Governor's budget proposal for a Safe and Affordable Drinking Water Fund. Part of this proposal is a budget trailer bill, based on SB 623 (Monning) – a two-year bill from 2017, that proposes a statewide tax on drinking water.

On May 17, a Senate Budget Subcommittee did not approve the budget trailer bill. Instead, it approved one-time funding with general fund dollars for water wells, septic tank replacement and Point of Use and Point of Entry systems (\$10 million), water tanks (\$3.5 million) and the State Water Board's Drinking Water for Schools Program (\$10 million). It also approved \$45 million from Proposition 2 (the Rainy Day Fund) for drinking water infrastructure projects. The Senate Budget Subcommittee also approved \$1.6 million and nine State Water Resources Control Board positions for mapping high-risk areas and assessing the funding needed to provide safe drinking water. (The State Water Board's Budget Change Proposal had requested \$3.3 million and 23 positions to implement the yet-to-be-enacted Fund.)

"The fact that the subcommittee didn't approve the budget trailer bill language is good news," said ACWA Deputy Executive Director for Government Relations Cindy Tuck. "This action shows that legislators are interested in finding alternatives to a tax on drinking water."

On May 22, an Assembly Budget Subcommittee voted to approve the budget trailer bill and the \$3.3 million and 23 positions requested by the State Water Board. Because the two Budget Subcommittees' actions were different, this budget item, including the budget trailer bill, now goes to the Conference Committee within the state budget process. The Conference process,



designed to resolve the differences between such conflicting actions, could start during the week of May 28. Final action (including Assembly and Senate floor votes) on the budget trailer bill could go up until Aug. 31.

While ACWA agrees there is a need to fill gaps in funding for safe drinking water for some disadvantaged communities, the ACWA-led coalition is advocating for alternative funding solutions and opposing the proposed tax on drinking water.

ACWA's proposed alternatives include:

Safe Drinking Water Funding

Package: This funding package is comprised of ongoing federal safe drinking water funds, voter-approved general obligation bond funds, the assessments related to nitrates in groundwater proposed in the budget trailer bill and in SB 623, and a limited amount of state general fund dollars.

Irrevocable Safe and Affordable

Drinking Water Trust: This alternative would create an irrevocable trust that would be held for the sole purpose of providing funding for safe and affordable drinking water.

Lease Revenue Bonds for Safe

Drinking Water: This alternative would use lease revenue bonds to leverage the proposed agricultural fees revenue stream.

Cap-and-Trade Allocation for Safe

Drinking Water: This alternative would allocate a percentage of Cap-and-Trade funding for safe drinking water.

The external affairs campaign to support the effort also continues with more than 175 water agencies, cities and associations and business groups now part of the coalition.

"The public across the state is starting to become aware that this new tax is being proposed at the State Capitol," Tuck said.

ACWA recently launched a new website — www.WaterTaxFacts.org — aimed at educating the public about the proposed drinking water tax. In the first three weeks of existence, the website boasted 5,563 visits and 8,746 page views from 4,324 unique users.

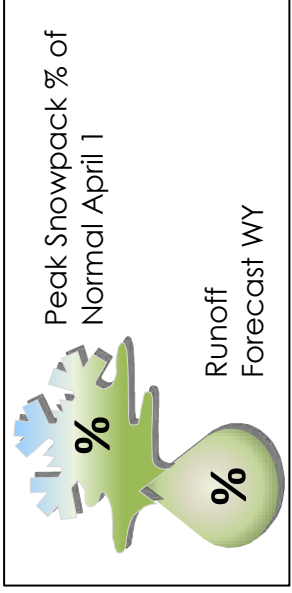
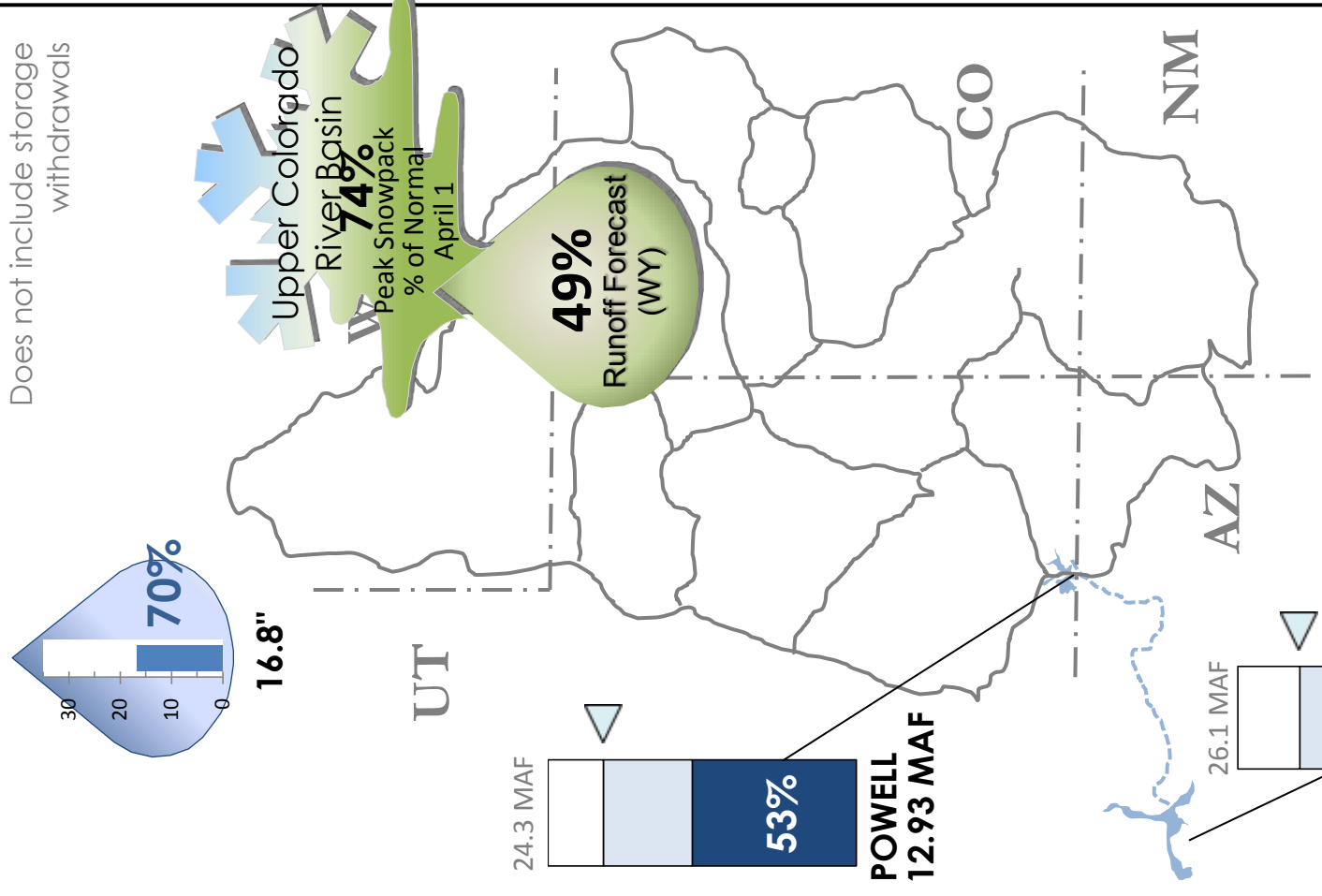
ACWA also has redesigned its No Water Tax landing page (www.acwa.com/no-water-tax) and continues to share key messages on its social media channels. 💧

Water Supply Conditions Report

As of: 06/04/2018

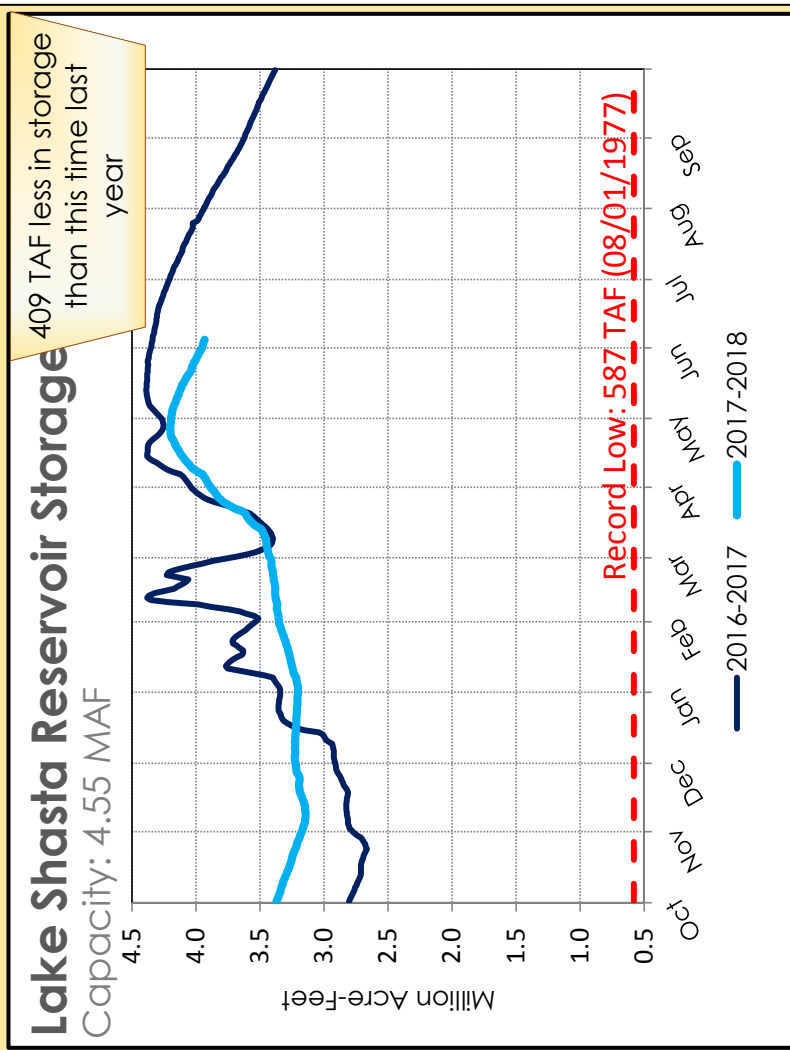
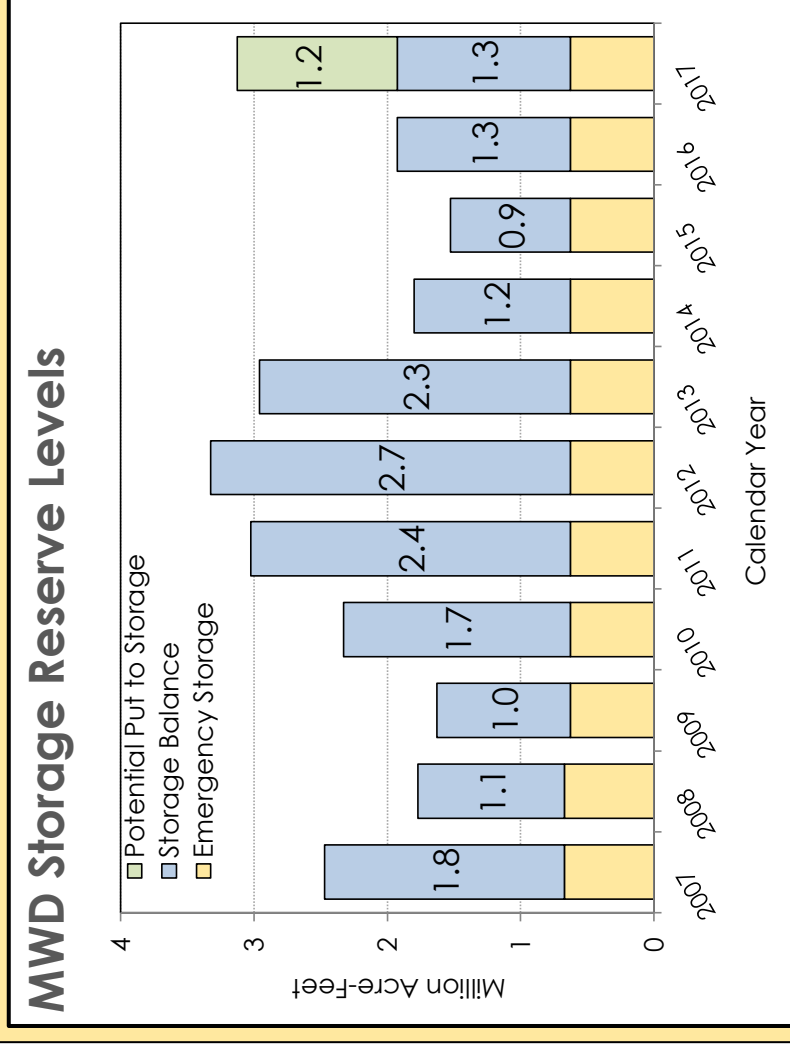
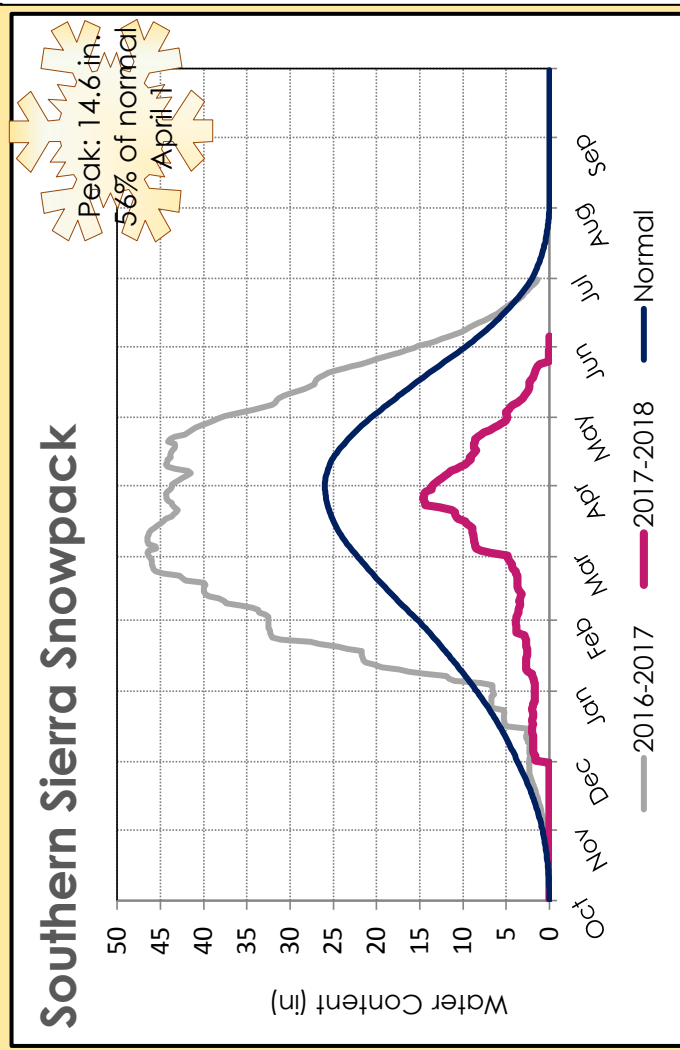
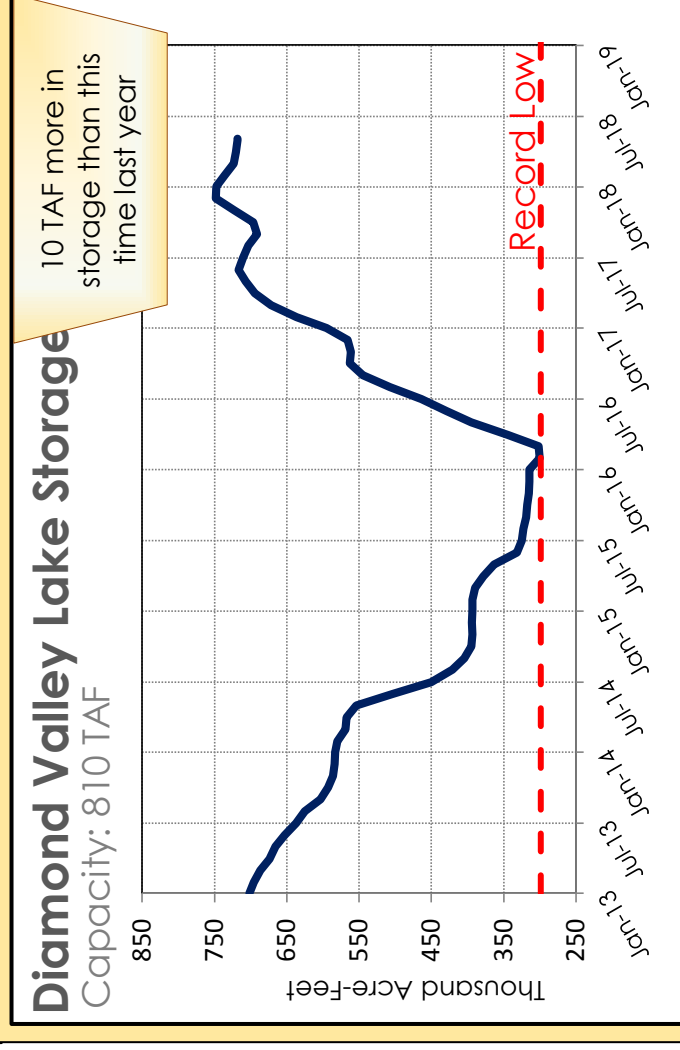
2018 Colorado River

872,205 AF
70% of full CRA
Does not include storage withdrawals



Highlights

- Statewide snowpack peaked at 58% of April 1 normal
- Sacramento River Runoff forecast is 72% of normal
- Snowpack in the Upper Colorado River Basin peaked at 74% of April 1 normal
- Lake Powell inflow forecast is at 49% of normal

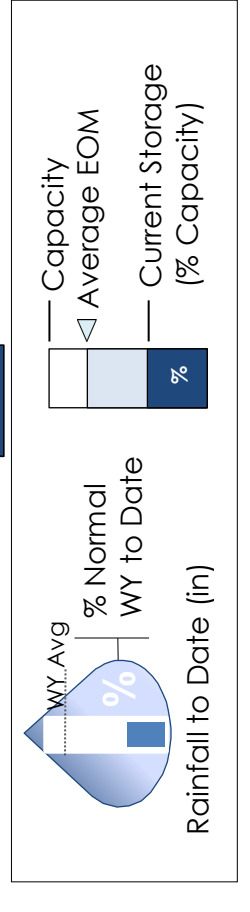
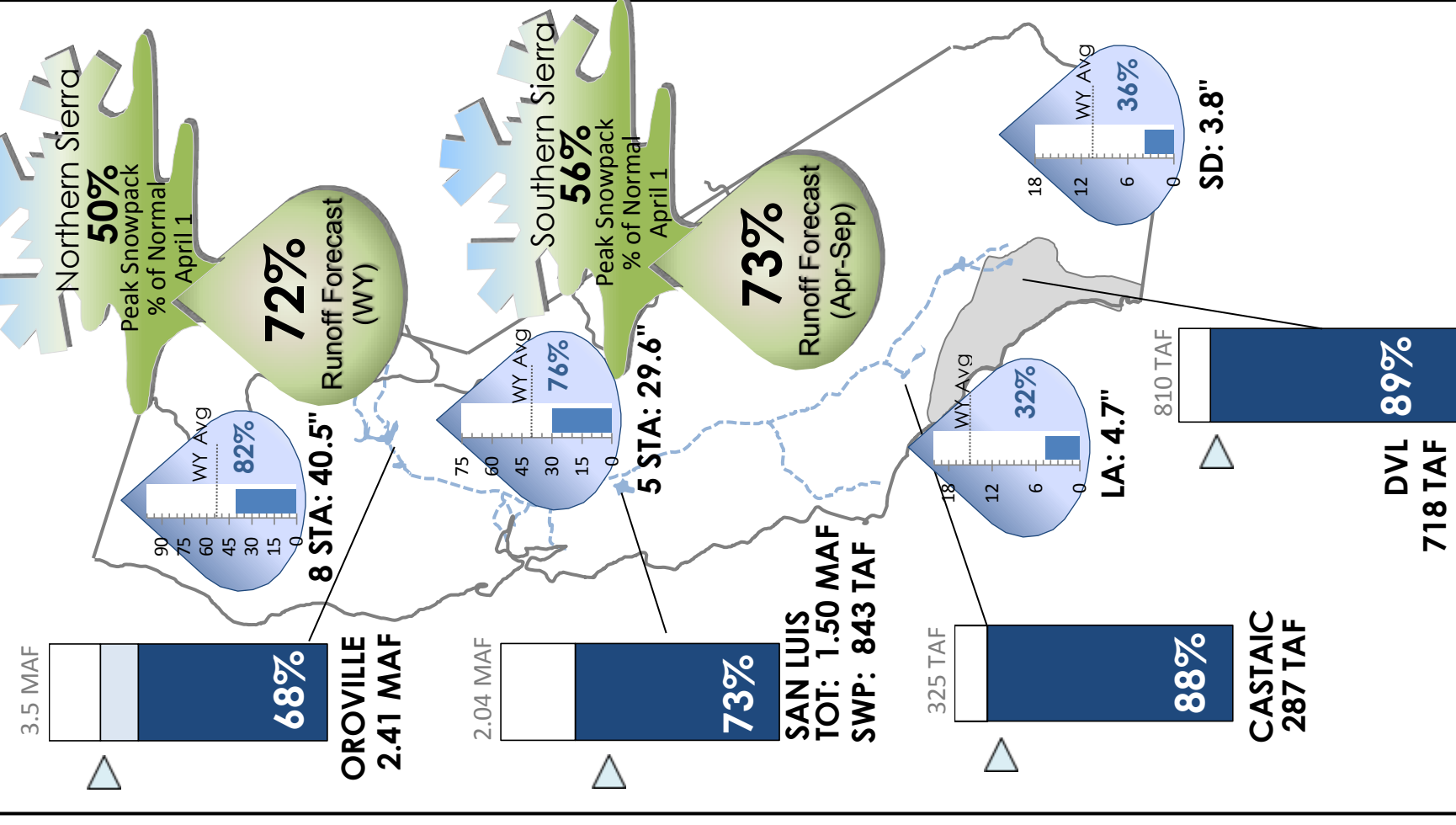


Water Supply Conditions Report

As of: 06/04/2018

2018 SWP Allocation

669,025 AF
35% of Table A



This report is produced by the Water Resource Management and contains information from various federal, state, and local agencies. The Metropolitan Water District of Southern California cannot guarantee the accuracy or completeness of this information. Readers should refer to the relevant state, federal, and local agencies for additional or the most up to date water supply information. Reservoirs, lakes, aqueducts, maps, watersheds, and all other visual representations on this report are not drawn to scale.

<http://www.mwdh2o.com/WSCR>

This report is best printed double sided on legal size paper (8.5" x 14") and folded in quarters

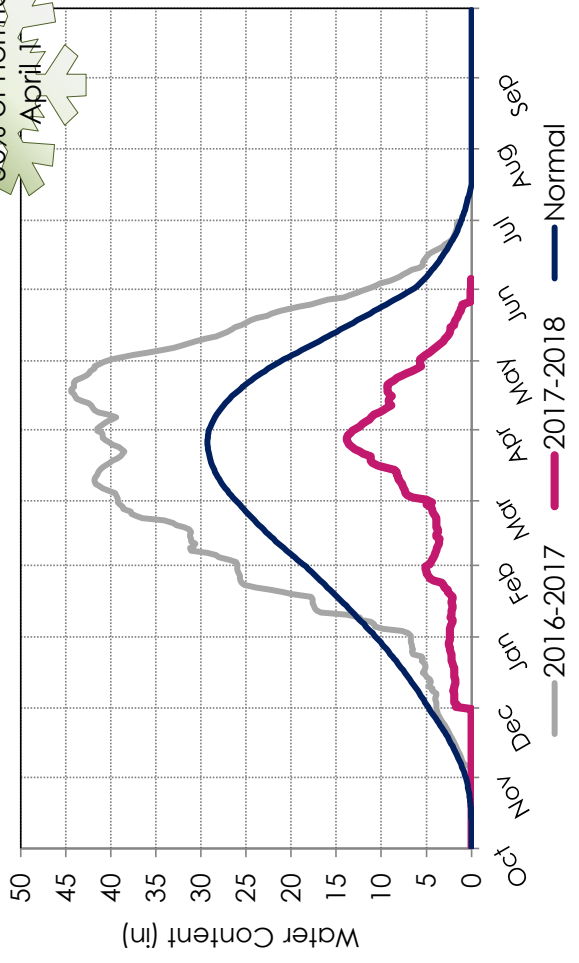
Turn page for more CRA Data Flip Over for SWP Data Turn page for more SWP Data

State Water Project Resources

As of: 06/04/2018

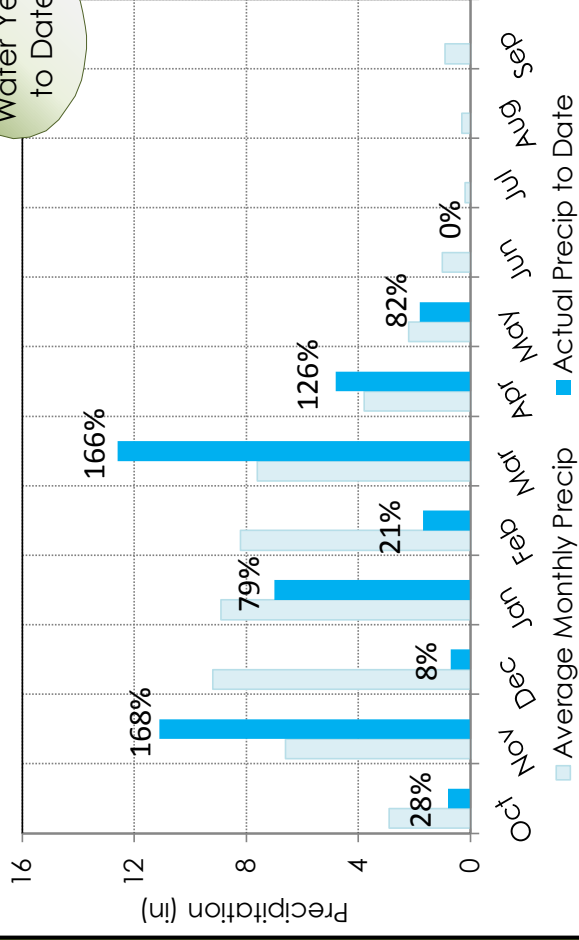
Northern Sierra Snowpack

Peak: 13.8 in.
50% of normal
April 11



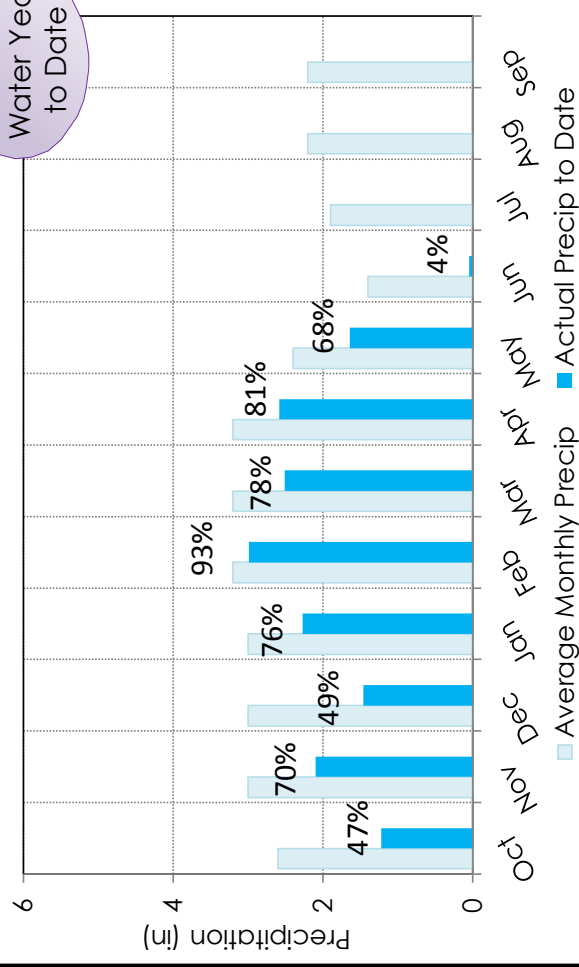
8 Station Index Precip

40.5 in.
Water Year
to Date



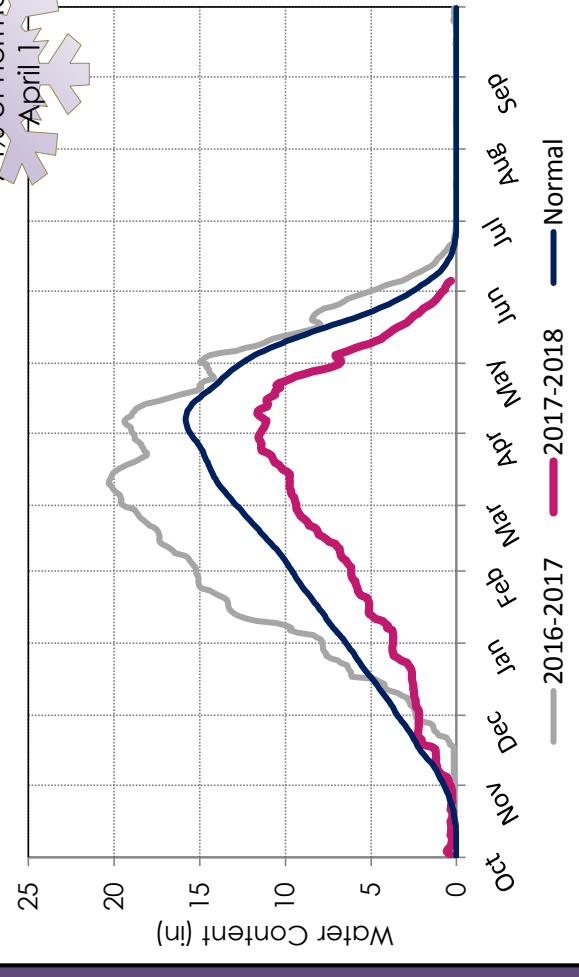
Upper Colorado Basin Precip

16.8 in.
Water Year
to Date



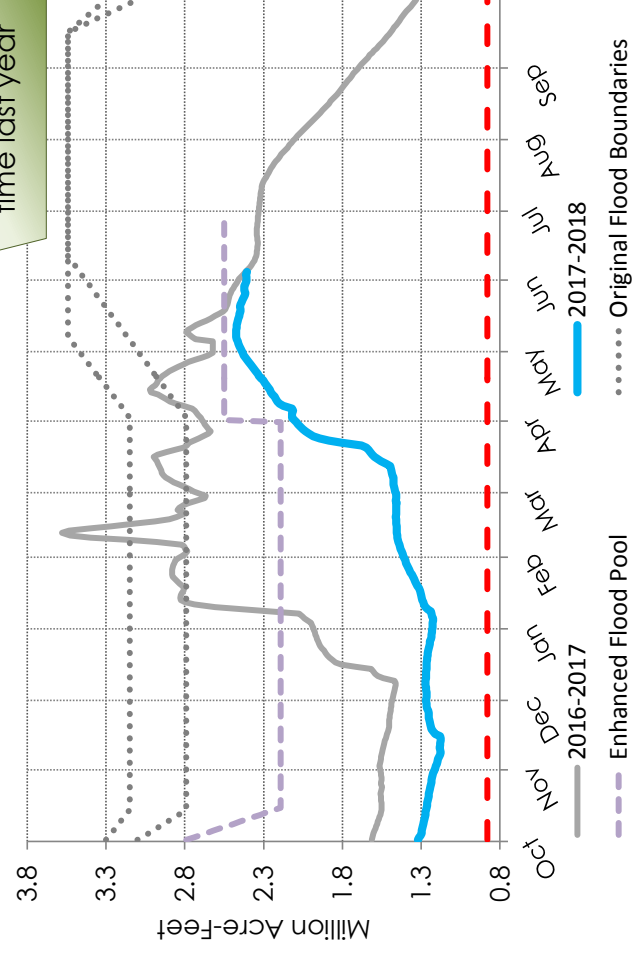
Upper Colorado Basin Snowpack

Peak: 11.6 in.
74% of normal
April 11



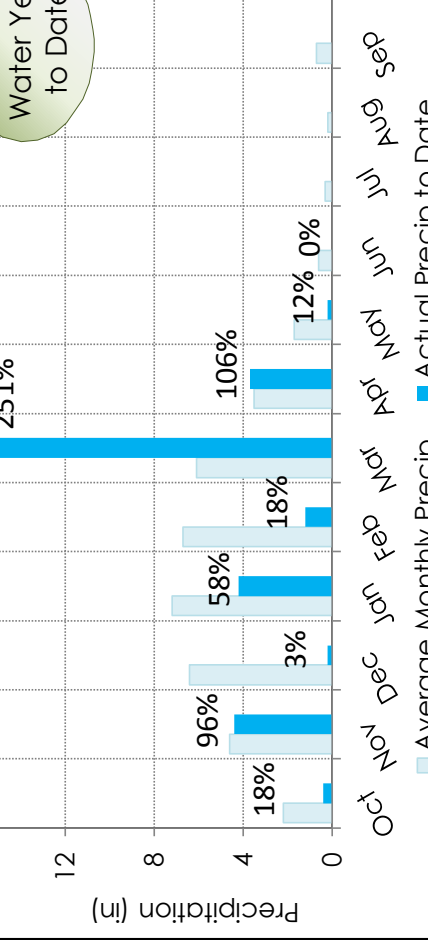
Oroville Reservoir Storage

11 TAF less in
storage than this
time last year

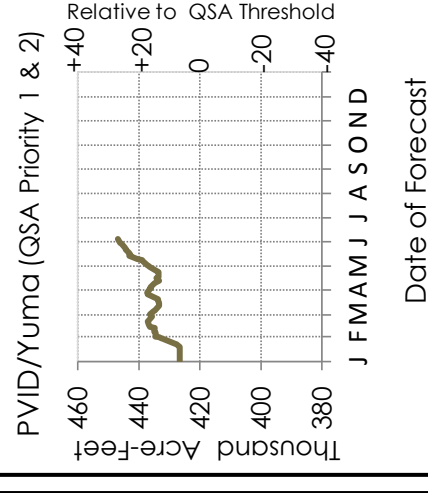


5 Station Index Precip

29.6 in.
Water Year
to Date

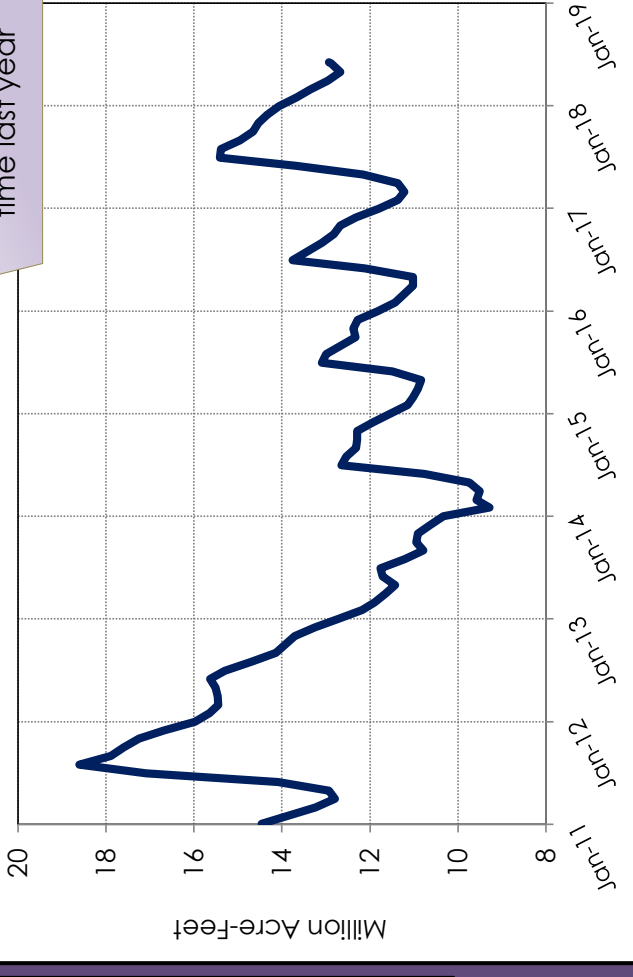


2017 Colorado River Ag Use



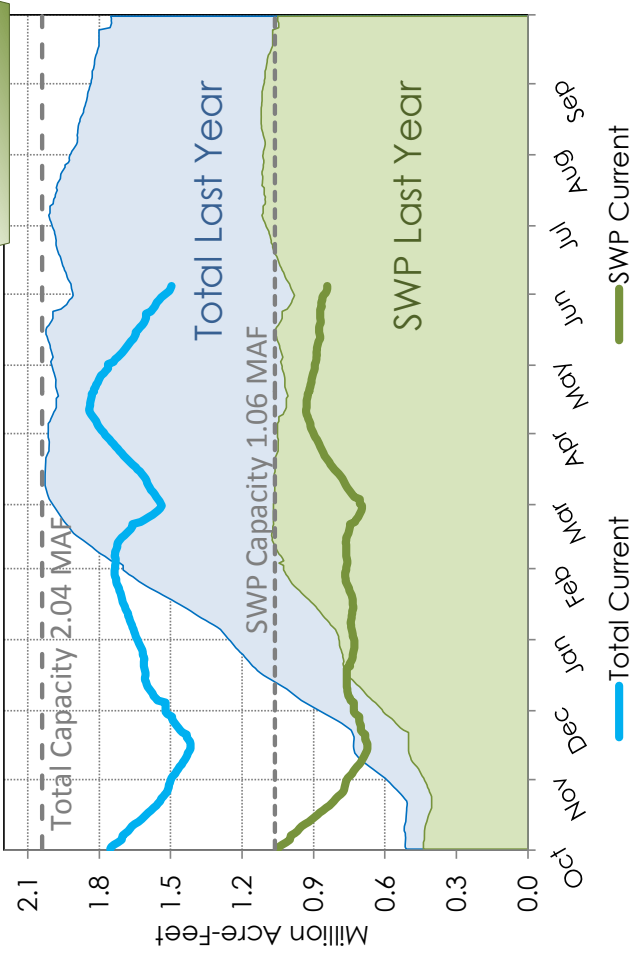
Lake Powell Storage

962 TAF less in
storage than this
time last year



San Luis Reservoir Storage

155 TAF less in SWP
storage than this
time last year

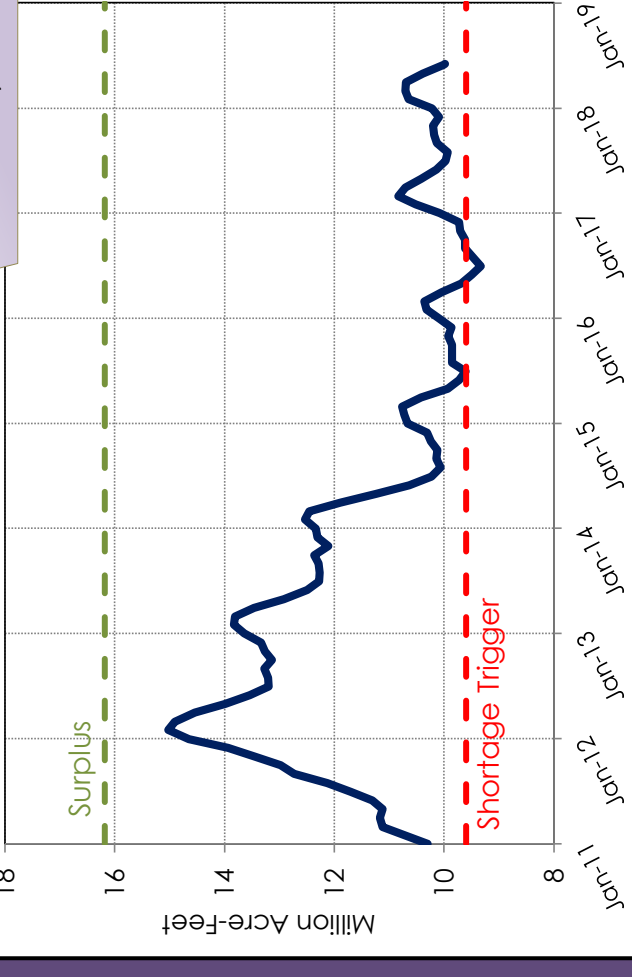


Other SWP Contract Supplies for 2018 (AF)

Transfer/Exchanges	16,500
Article 21	TBD
Pool A/B (Purchased)	TBD
Carryover Supplies	297,000

Lake Mead Storage

130 TAF less in
storage than this
time last year

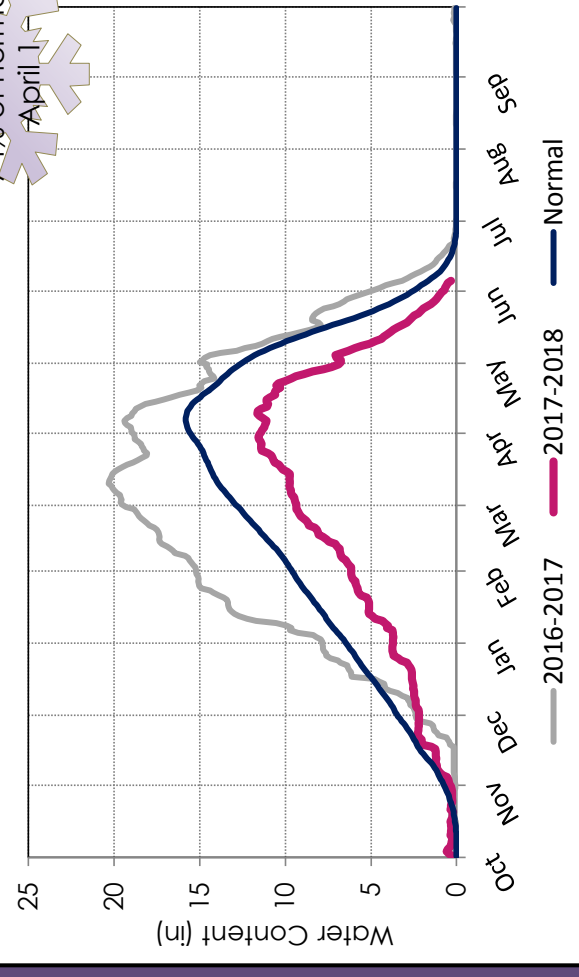


Colorado River Resources

As of: 06/04/2018

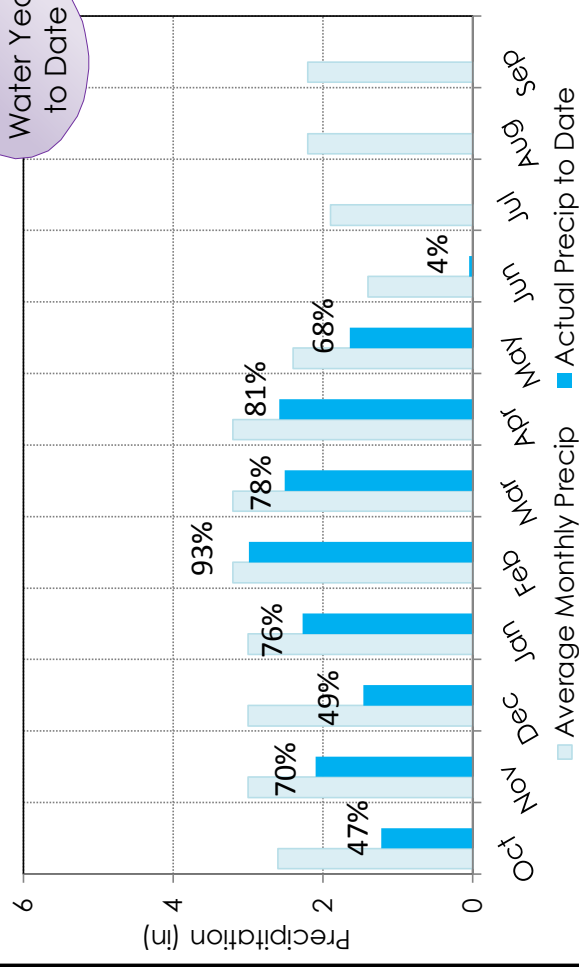
Upper Colorado Basin Snowpack

Peak: 11.6 in.
74% of normal
April 11

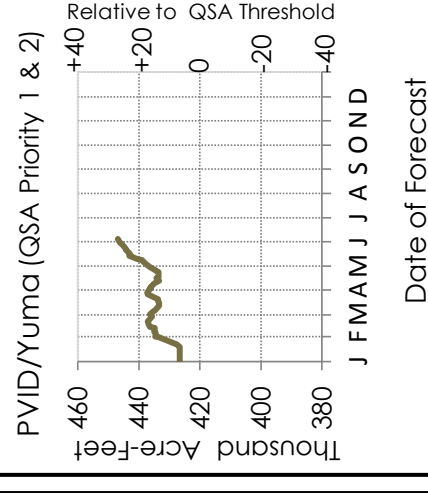


Upper Colorado Basin Precip

16.8 in.
Water Year
to Date

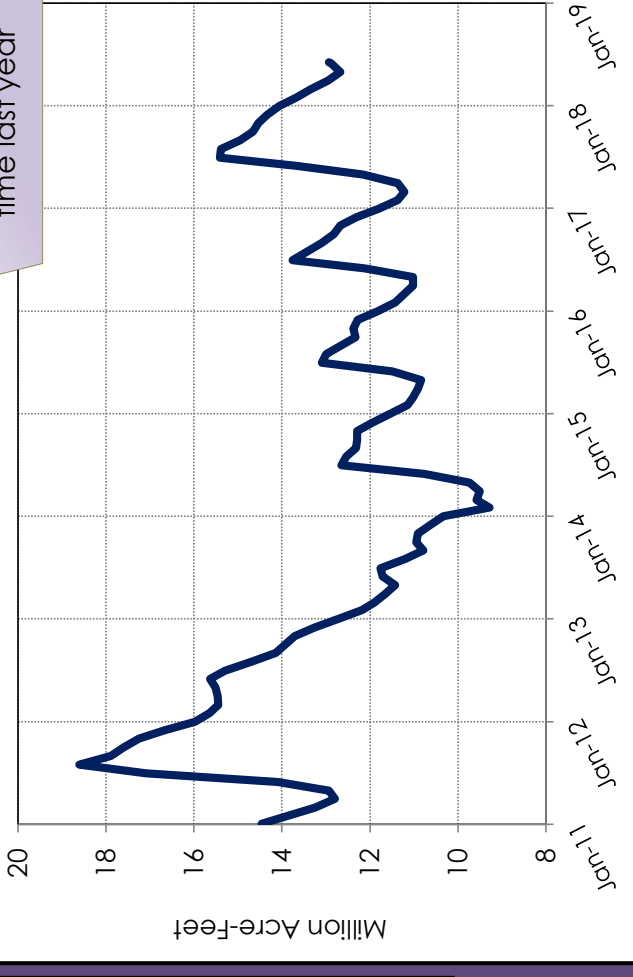


2017 Colorado River Ag Use



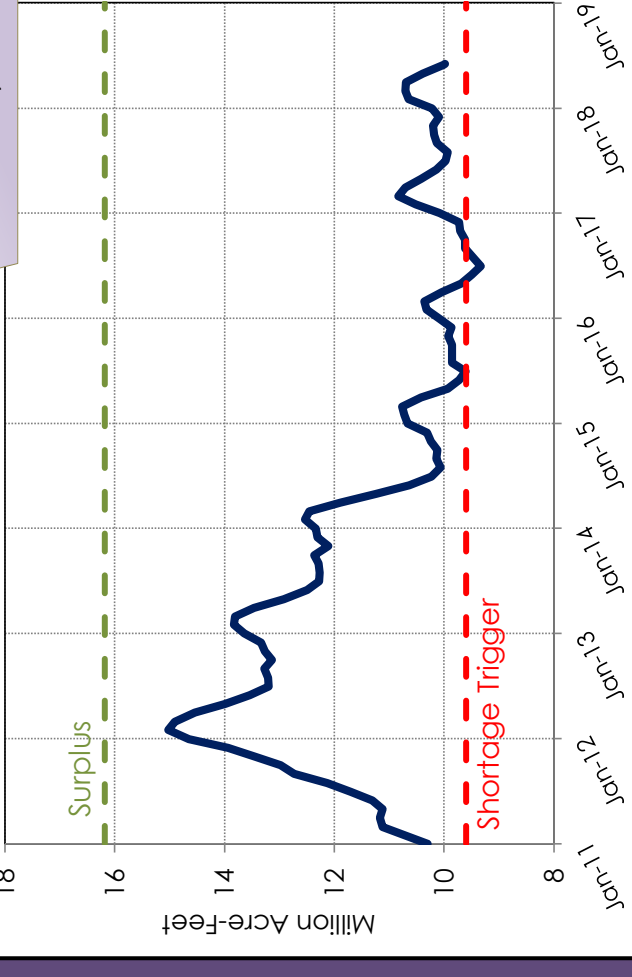
Lake Powell Storage

962 TAF less in
storage than this
time last year



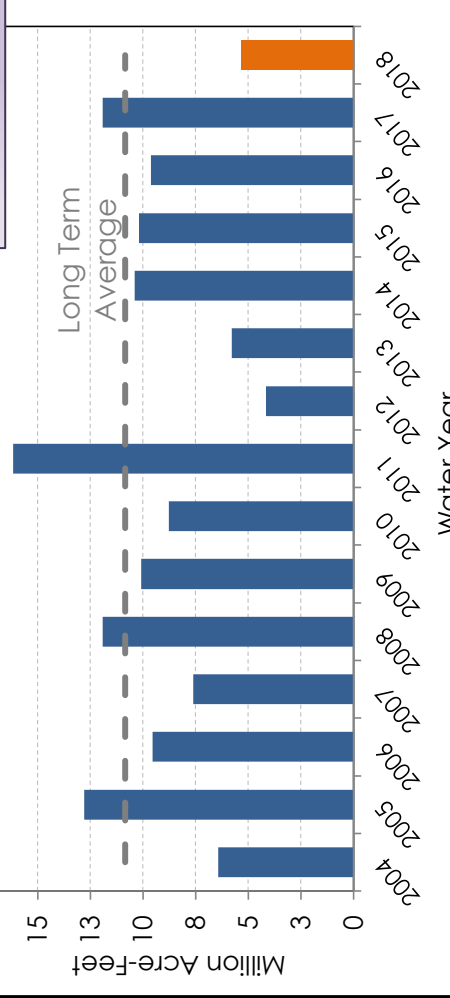
Lake Mead Storage

130 TAF less in
storage than this
time last year



Powell Unregulated Inflow

WY 2018
49% of normal
(May 2018 Forecast)





June 12, 2018 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Resource Conservation & Public Outreach

Subject : Las Virgenes Municipal Water District Comprehensive Water Conservation Plan, Fiscal Years 2018-20

SUMMARY:

On April 24, 2018, staff introduced the Board with preliminary concepts for the proposed Comprehensive Water Conservation Plan (CWCP) as part of the Preliminary Fiscal Years 2018-20 Two-Year Budget Plan. The proposed CWCP includes the implementation of weather based irrigation controller and rain barrel give away programs. In addition to these programs, the CWCP also includes a component for one-on-one consultations with penalty paying customers, development of a landscape conversion initiative, and updating outreach and education efforts. As part of this report, staff will provide a brief presentation with additional details of the proposed CWCP and solicit feedback from the Board.

RECOMMENDATION(S):

Receive and file the Comprehensive Water Conservation Plan (CWCP) for Fiscal Years 2018-20, and provide feedback to staff for potential refinements to the CWCP.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

Sufficient funds for implementation of the CWCP are included in the Fiscal Year 2018-20 Budget.

DISCUSSION:

Estimates of water use in the District indicate that up to 70 percent of potable water is used for outdoor irrigation. As a result, improving the efficiency of outdoor water use offers the greatest opportunity for water conservation. The proposed CWCP (Attachment A) uses a combination of incentives, landscape conversion initiatives, more personalized customer consultations and improved outreach and education to increase efficient outdoor water use.

Of particular concern are customers who consistently use greater than 200 percent of their water budgets and pay excess use rates and administrative penalties. The District provides potable water service to 18,648 single family accounts. Of these accounts, 7,605 have used over 200 percent of their budget at least once in the last 24 months. The amount of water used in this penalty tier is significant, totaling 613,226 units (1,407 acre-feet) of water over the two year period; an average of 704 acre-feet per year.

Based on the number of penalties assessed on a monthly bases, water use above 200 percent of budget increases into the fall and winter months. This pattern in penalty assessments is most likely related to customers maintaining summer irrigation rates into the months when evapotranspiration rates drop significantly thus reducing the budget available for outdoor use. While customers are reminded through ongoing outreach efforts to seasonally adjust their irrigation controllers, many customers still do not make the necessary adjustments to assure efficient outdoor water use. The CWCP directly addresses this issue by incentivizing the use of weather based irrigation controllers with a give-away and installation program.

Weather based irrigation controllers (WBICs) are connected to the Internet via Wi-Fi and are able to automatically adjust irrigation during periods of precipitation, as well as varying local evapotranspiration values as they change seasonally. As a result, these controllers take the guesswork out of adjusting irrigation to weather variations and seasonal changes in customer water budgets.

Staff reviewed several different options for the WBICs give-away program and estimated corresponding water savings and economic benefits. A program that focuses eligibility on customers exceeding 200 percent of their water budgets results in the greatest reduction in penalty paying customers and the greatest conservation compared to other options. For example, a program that provides 50 percent of controllers to just those customers exceeding 200 percent of their budget and 50 percent of controllers available to all other customers (Option 1), results in an estimated reduction of water use ranging between 21 and 55 acre-feet annually. Providing controllers exclusively to customers exceeding 200 percent of their water budgets (Option 2) results in an estimated 50 to 93 acre-feet of annual water savings.

In an effort to balance both economics with an opportunity for all customers to participate in the program, the recommended option (Option 3) will set aside 1,600 controllers (80 percent) for penalty users and 400 controllers (20 percent) to all other customers on a first-come, first-serve basis. Additionally, any left over WBICs at the end of the two year period not installed for penalty users will be offered to any customer on a first-come, first-serve basis. This approach will reduce water use from the WBICs program alone by 31 to 78 acre-feet annually or up to 1,560 acre-feet over 20-years, which is the anticipated useful life of the controllers. While not as economically advantageous as Option 2, the recommended approach is very competitive with the cost for importing and delivering State water, which is more than \$1,000 per acre-foot.

The following table summarizes the options that were explored:

Options Evaluated	WBICs Installed with 200% Plus Penalty Users (over 2 year period)		WBICs Installed with Non-Penalty Users (over 2 year period)		Estimated Water Savings (Acre-Feet per Year)		\$ per acre-foot cost*
	Quantity	Percent	Quantity	Percent	Minimum	Maximum	
Option 1	1,000	50%	1,000	50%	21	55	\$1,097
Option 2	2,000	100%	0	0%	50	93	\$ 579
Option 3 (Recommended)	1,600	80%	400	20%	31	78	\$ 758

*estimated cost based on average of the minimum and maximum water savings over 20 years

The CWCP also includes a rain barrel give-away program that will provide up to 500 rain barrels a year for two years, available to all interested customers. While the rain barrel give-away program will not yield significant water savings, it will help raise awareness for customers to conserve. Combined with the other components of the CWCP, including landscape conversions, more personalized customer consultations and improved outreach and education to encourage efficient outdoor water use, the estimated water savings can be substantial.

GOALS:

Provide Excellent Service That Exceeds Customer Expectations

The targeted water savings resulting from full implementation of this CWCP is 421 acre-feet per year or 8,420 acre-feet over 20-years. This is based on reducing penalty water use by 50 percent and inefficient and excessive water use by 25 percent over the course of two years and maintaining the reduced water use.

Prepared by: Joe McDermott, Director of Resource Conservation and Public Outreach

ATTACHMENTS:

Comprehensive Water Conservation Plan

**Comprehensive Water Conservation Plan
Las Virgenes Municipal Water District
Fiscal Years 2018-20**

June 5, 2018

1. Background

On April 7, 2017, Governor Brown announced that California’s most recent and severe drought had ended. This determination was based largely upon the historic precipitation that much of the state experienced during the 2016-2017 water year. While the precipitation was a welcome relief to much of the state and greatly improved water storage conditions, much of southern California remained in moderate to severe drought.

Unfortunately, just a year after the end of the most recent drought, California is experiencing another dry water year. The dramatic spatial and temporal variability of precipitation in California underscores the need to make conservation a continuous effort at both state and local levels of government. Based on this understanding, the Water Resources Control Board has implemented and is currently developing water use regulations intended to promote the efficient use of water in the state. Central to state conservation efforts are two important regulatory frameworks: “20 by 2020” and “Making Conservation a California Way of Life.” Both of these frameworks will require local water agencies to achieve conservation objectives and comply with new regulations aimed at preventing wasteful water use.

Fortunately, the District was able to achieve significant water conservation during the last drought, which illustrates that customers in our service area are able to achieve, or exceed, conservation levels that will be required by the state. This understanding will be particularly important to meeting water conservation mandates and minimizing the amount of “drought rebound” that is observed after a drought ends, when water use typically increases. To assure compliance with state mandates and to make sure that conservation stays a local way of life will require a combination of strong outreach and education, as well as making investments in innovative conservation programs to assure that conservation continues to be a local way of life. These programs are outlined in this Comprehensive Water Conservation Plan (CWCP).

2. Conservation Plan

The Las Virgenes Municipal Water District (District) implements numerous conservation initiatives each year and consistently provides outreach to educate customers on the importance of conserving water and remind them of the importance of using this limited resource wisely. In general, customers have done a good job conserving water as illustrated by decreasing per capita water use over the last few decades concurrent with significant increases

in population. Additionally, the District was able to report water savings of 34 percent in response to the most recent drought when compared to water usage in 2013. However, it will require continued diligence to maintain the level of conservation needed for future regulatory compliance and to assure that customers have the tools and understanding to remain within their water budgets.

In anticipation of decreasing water availability, potential for additional state mandates to reduce water consumption and to better gage customer use of water, the District implemented budget-based water rates in 2016. These rates were specifically structured to allow customers enough water to efficiently irrigate their landscapes based upon the amount of irrigated area on properties and daily evapotranspiration rates. The implementation of this rate structure allows the District to better understand water use between customers and target specific conservation strategies for different customer water use patterns.

Most of the excess water use that occurs in the District is the result of over irrigation. Estimates of water use in the District indicate that approximately 70 percent of potable water use is for outdoor irrigation. Outdoor water use is also the principle cause for rebounds in water use after periods of drought when people start to irrigate landscaping again at pre-drought levels. Of particular concern are customers who consistently use greater than 200 percent of their water budgets and pay excess use rates and administrative penalties. The District provides potable water service to 18,648 single family accounts. Of these accounts, 7,605 have used over 200 percent of their budget at least once in the last 24 months. The amount of water used in this penalty tier is significant, totaling 613,226 units (1,407 acre-feet) of water.

Based on water usage and number of penalties assessed on a monthly bases, it appears that penalties increase into the fall and winter months. This pattern in penalty assessments is most likely related to maintaining summer irrigation rates into the months when evapotranspiration rates drop significantly thus reducing the budget available for irrigation. Currently, the District does not have a conservation program that directly addresses this issue other than posting reminders on social media platforms, print advertisements and the District's website to have customers adjust their irrigation controllers.

2.1 Weather Based Irrigation Controller Giveaway and Installation Program

Weather based irrigation controllers (WBICs) are connected to the Internet via Wi-Fi and are able to automatically adjust irrigation during periods of precipitation, as well as varying local evapotranspiration values as they change seasonally. As a result, these controllers take the guesswork out of adjusting irrigation to weather variation and seasonal changes in customer water budgets. Based upon results of similar programs in other water districts and cities, significant water savings can be achieved by providing these controllers to customers free of charge. Similar to these programs, the District will collaborate with a controller manufacturer that has successfully implemented full service “Turn Key” giveaway and installation programs that include comprehensive marketing and outreach services, screening of eligible participants, scheduling of professional installation services, complete full installation, and performance verification for installed controllers. This type of partnership greatly reduces the amount of District staff time required to implement such a program and allows customers to take full advantage of trouble shooting and customer support services provided by the manufacturer.



Figure 1 - WBICs can be programmed and monitored with a Smart Phone

The program will install one thousand controllers per year for two years. Priority will be given to customers who have paid penalties over the last two years for exceeding 200 percent of their water budget. 1,600 controllers (80 percent) of controllers will be dedicated for penalty users. 400 controllers (20 percent) will be made available to all other customers on a first-come, first-serve basis. Additionally, any left over WBICs at the end of the two year period not installed for penalty users will be offered to any customer on a first-come, first-serve basis.

Program Specific Goals

- Reduce water waste resulting from over irrigation
- Reduce the number of penalty paying customers
- Improve customer engagement and satisfaction
- Maximize the numbers of controllers installed and correctly programmed
- Minimize District administrative effort

Program Cost

The program will install one thousand controllers per year between July 1, 2018, and June 30, 2020, for a total of two thousand controllers. The program will be implemented over the next two year FY 2018-20 budget cycle for a total cost not to exceed \$1,002,774 including in-house staff time with existing resources already provided for in the operations budget. The program will be funded primarily with the use of penalty money collected from wasteful water use. At an estimated cost of \$417 per controller and with 2,000 controllers installed at a total estimated program cost of \$834,000 (not including staff time), the equivalent cost for each acre-foot of water that is saved is estimated at \$758. Therefore, the cost for this Program is very competitive with the cost for importing and delivering State water, which is more than \$1,000 per acre-foot.

Potential Water Savings

Implementation of this WBIC Program alone over a two year period is estimated to reduce water consumption by between 31 and 78 acre-feet District-wide on an annual basis (up to 1,560 acre-feet over a 20-year period). The average controller is estimated to reduce irrigation by between 5,000 and 13,000 gallons per year per single family household.

2.2 High Water Use Account Review and One-on-One Customer Consultations

Each month, accounts using the most water and furthest over budget will be reviewed to determine accuracy of their irrigated areas and historical water use. Since the accuracy of irrigated areas is a fundamental element of determining water budgets, it is important to make sure that an inaccurate irrigated area is corrected and not affecting customers' water budgets. Similarly, review of historical water use could help determine if water use patterns have changed as a result of potential leaks or other factors such as filling a pool. Based upon this review, accounts with accurate budgets and historically high water use will be selected for personal contact and one-on-one consultations.

The District currently provides water audits for customers who have high bill complaints to help them reduce their water use. This service will be expanded to include proactive contact with our highest water users and those using the greatest volume of water in excess out of their budget. By meeting with the property owners on-site, District staff will be able discuss water use with the customer to better determine how and where water is being used on the property and how water use can be reduced. This will allow District staff the opportunity to determine if the property potentially has a leak and assist the property owner in determining where the leak is occurring. Discussions will also include proper irrigation scheduling and maintenance and could include an irrigation audit if deemed useful. Indoor water use will also be discussed so that the property owner can better understand how to stay within their total water budget.



Figure 2 - One way to ensure efficient water use is to maintain and adjust sprinklers on a regular basis

Program Specific Goals

- Provide a detailed review of at least 200 accounts per year
- Provide at least 60 comprehensive one-on-one consultations with property owners per year (up to 150 depending on available staffing resources)

Program Cost

This program will be completed with existing staff and budgeted resources and will not require additional funding to complete.

Potential Water Savings

Some of the program elements such as determining the accuracy of irrigated areas are administrative corrections to budgets that would not result in water savings. The one-on-one consultations could result in significant water savings based upon the issues identified and corrected by property owners. Up front estimation of water savings are difficult to determine with reasonable accuracy. However, water use before and after consultations could be performed to provide more accurate estimations of water saving resulting from this program in future years.

2.3 Rain Barrel Giveaway Program

In the fall of 2016, the District gave away over 350 rain barrels as part of the first rain barrel giveaway program. Building on the success of this program, up to 500 rain barrels will be provided to customers free of charge. Each interested customer will be eligible for up to two rain barrels per property. Rainwater captured by these barrels can be used to augment winter irrigation and help to remind customers of the importance of efficient water use on their landscaping while taking advantage of a free source of water. The program will be partnered with the Landscaping Initiative outlined below to illustrate how the use of native plants and climate appropriate landscaping can greatly reduce the amount of irrigation needed for an attractive garden. Depending on the size of the garden and amount of rainfall in a year, a well-established native landscape could require little to no potable water by relying on natural rainfall and water collected in rain barrels. Another component of this program will consist of notifying customers that have received rain barrels in the past and not using them that the rain barrels will be picked up at no charge so that they can be utilized by another customer.



Figure 3 - More attractive rain barrels will be provided as part of this program

Program Specific Goals

- Provide up to 500 rain barrels per year to customers free of charge over a two year period
- Remind customers of the need to conserve water outdoors, especially in the winter months
- Encourage the use of native plants and climate appropriate landscaping
- Provide attractive rain barrels that complement local residences and landscaping

Program Cost

The program is budgeted for \$50,000 per year for two years (\$100,000 for 2 years) plus in-house staff time with existing resources that is provided in the proposed FY18-2020 operations budget. Between the WBIC and Rain Barrel Programs, approximately \$88,000 in incentive funding will be available from the Metropolitan Water District of Southern California. Costs incurred by the District will be funded primarily with the use of penalty money collected from wasteful water use.

Potential Water Savings

Each rain barrel can typically hold about fifty gallons of rainwater and depending upon the surface of the roof can usually fill up even during relatively small rain events. Conservatively assuming six rain events large enough to fill the barrels each year and complete use of the water between events, the program will save approximately 300,000 gallons of water per year or just under one acre-foot of water per year. While the dollar amount invested will yield a relatively low water savings, the purpose of the program is aimed at raising awareness for efficient water use that will in turn contribute to the overall water savings from implementing the entire CWCP.

2.4 Development of Landscape Conversion Initiative

It has been estimated that up to 70 percent of potable water use in the District is used for outdoor irrigation. As a result, the greatest opportunity to conserve water is to educate customers about efficient outdoor water use and encourage the transition from high water demand landscaping to more efficient landscaping practices. Traditionally, this has been done by linking reduced water use to saving money. While this message is appealing to some, it has a limited audience and does not motivate all customers. Also affecting the decision to modify landscaping is people's fear of change, lack of inspiration, fear of what it might look like, cost of conversion and concern about their ability to convert their landscaping.

Addressing the concerns that customers have in addition to the cost of outdoor water use could significantly broaden the appeal of conservation programs. Capitalizing on the District's location in the Santa Monica Mountains and the beauty of the local environment allows for a direct connection to native and climate appropriate landscapes that integrate with and compliment the local ecology. Making a connection to the ecosystem services that native landscapes provide could broaden the appeal of native gardens and inspire customers to convert to landscaping that provides food and habitat for local wildlife. Since native gardens provide these resources, they will attract beneficial wildlife like birds and beneficial insects that provide natural pest control in native gardens. Additionally, native plants do not require fertilizers or pesticides, which reduces the need to use harmful chemicals that impact local watershed.

Innovative programs that address people's uncertainties about how to convert their landscaping and the associated costs could also broaden the appeal of converting to native landscaping. For example, Resources Central in Boulder Colorado has a program called "Garden in a Box" that packages native plants into predesigned garden types that attract specific types of wildlife like humming birds, butterflies and honey bees. The garden kit includes planting designs for 100 square foot plantings, includes all of the needed plants and time series graphics of what the garden will look like at planting and yearly time steps until the garden is mature.

This allows the customer to select the garden type they want without having to design the garden, select the plants or worry about what the garden might look like after conversion. Customers can also purchase the garden kits over a period of time to convert their landscaping over several years rather than all at once. Each spring a selection of garden types is made available for purchase and they routinely sell out each year. The website for this concept is: <https://resourcecentral.org/gardens/>

Education and outreach will continue to be an important tool to assist property owners in understanding the benefit and feasibility of native landscaping. By providing the opportunity for residents to see native and climate appropriate landscaping in person, demonstration gardens can be extremely valuable educational tools. They allow residents to see firsthand how attractive and functional well designed native landscaping can be while also serving as outdoor class rooms that educate people on the ecological benefits and water savings that can be achieved. As a result, one of the goals of this effort is to develop different types of demonstration gardens that can be located at commercial properties, schools or District facilities. One of these demonstration gardens is proposed to be incorporated with the Pure Water Demonstration Project at District Headquarters Facility Building No. 1.



Figure 4 - Example of Garden in a Box, Butterfly Bounty Option (\$154 for 100 square-feet)

Over the following year, a more detailed initiative will be developed to incorporate the ideas and examples discussed above for broader implantation over the following years. Efforts of this type will require the identification and development of specific incentives for landscape conversion including the development of broad partnerships, which will take some time.

Program Specific Goals

- Develop a garden initiative in 2018 to be launched in early 2019
- Broaden the appeal of native plants and climate appropriate landscaping utilizing social media, the District's website, and gardening classes
- Develop two demonstration gardens by June 30, 2020

Program Cost

This program will be completed with existing staff and resources, funds already in the CIP, and other funding sources such as grants and donations that are being sought out.

Potential Water Saving

Water savings from the development and implementation of this Program in conjunction with the other initiatives in this CWCP can be substantial but difficult to quantify at a program specific level.

2.5 Improved Education and Outreach Efforts

Central to successful implementation of these programs will be an effort to update and improve our education and outreach efforts to reflect the goals of these programs and our improved understanding of water use. The implementation of budget based rates has greatly improved our ability to better understand water use behavior and more specifically target our efforts to address water use issues. For example, knowing that water use penalties increase in the late fall and early winter allows us to specifically target education and outreach efforts to customers during this period to let them know that they need to adjust their summer-time irrigation schedules in order to stay in budget. Also, by broadening our outreach messaging to include a broader set of topics other than saving money could potentially resonate with a larger population of customers.

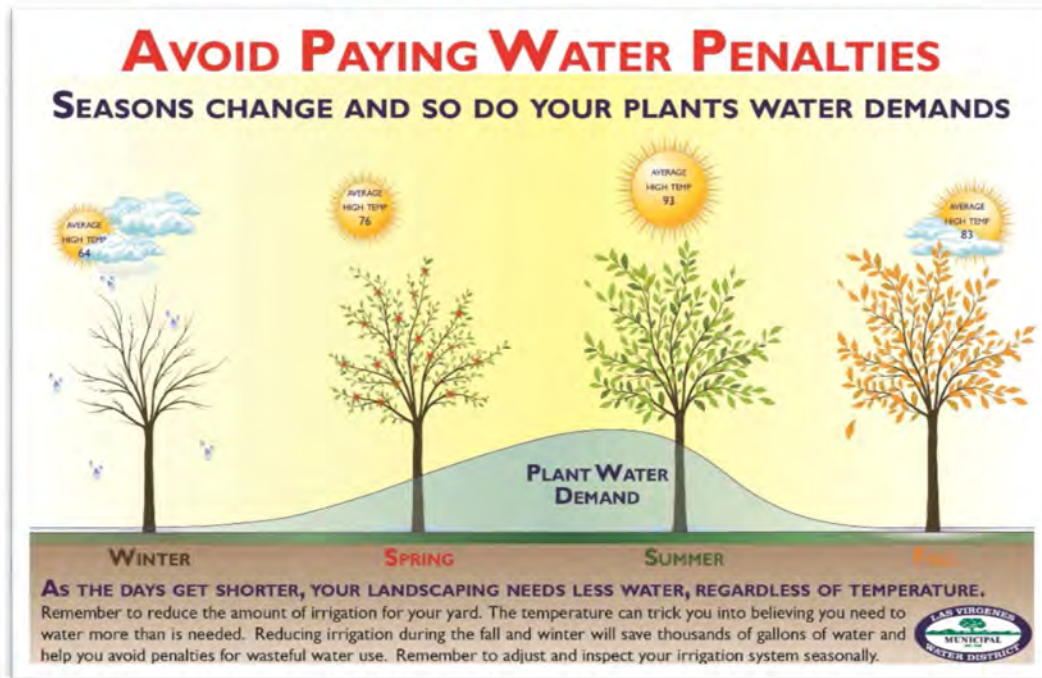


Figure 5- This post card was mailed out to customers in 2017 to help educate them on irrigation practices throughout the year

Program Specific Goals

- Improve customer understating of evapotranspiration and how it affects their budgets
- Include a broader range of outreach topics to appeal to a broader audience
- Develop outreach material for one-on-one consultations
- Develop and distribute a welcome package for new customers
- Develop an advertising campaign that identifies seasonal water use concerns to be targeted

Program Cost

This program will be completed primarily with existing staff and resources and will not require additional funding to complete.

Potential Water Saving

Water savings from the development and implementation of this Program in conjunction with the other initiatives in the CWCP can be substantial but difficult to quantify at a program specific level.

3.0 Two-Year Comprehensive Water Conservation Plan Targets

This CWCP will be implemented over the period beginning July 1, 2018 through June 30, 2020. Adjustments to the Plan may be made as improvements are identified. The overarching targets for this Conservation Plan, to be calculated twelve months after full implementation, on or after June 30, 2021 are as follows:

- Reduce water use in the inefficient and excessive tiers (which includes all water use for single family households above 100 percent of water budgets) by 25 percent based on a 12-month rolling average when compared to the baseline annual average between April 2016 and March 2018.
- Reduce water use that is 200 percent above water budgets by at least 50 percent based on a 12-month rolling average when compared to the baseline annual average between April 2016 and March 2018.

The corresponding reductions or water savings is 421 acre-feet per year (a reduction of 69 acre-feet in the inefficient and excessive tiers and 352 acre-feet per year in the penalty tier). These reductions are anticipated to result in 8,420 acre-feet of water savings over a 20 year period. Based on the capital investments for the WBIC, Rain Barrel, and the other initiatives as described, and accounting for \$88,000 in incentive funding from Metropolitan Water District, the dollar per acre-foot of water saved is estimated at \$100 when not accounting for internal staff time that is already included in the annual operating budget.

It should be noted that this does not include the cost for the demonstration gardens as described. While one of the demonstration gardens would essentially be “free” through grants and donations, the demonstration garden that is being incorporated into the Pure Water Demonstration Project at District Headquarters Building No. 1 is estimated between \$200,000 and \$300,000 once completed. Including the higher estimated cost for the Pure Water Demonstration Garden increases the dollar per acre-foot of water saved to approximately \$136. Given that imported State Water and all other available or potential water sources (i.e. the Pure Water Project) are expected to cost at least \$1,000 per acre-foot, these programs are highly feasible.



Figure 6- Potential Demonstration Garden Area at Headquarters Bldg. #1 (outlined in red)

Implementation of the CWCP over the course of the next two years will help ensure that the District meets its obligation under current law to reduce total water use by 20 percent by the year 2020 as well as meeting water-efficiency regulations that are anticipated in future years. The implementation of other Projects such as AMR/AMI (Automatic Meter Reading/Advanced Metering Infrastructure) will supplement this effort as well.

Acknowledgements:

This report was compiled by Dave Roberts, Resource Conservation Manager and Joe McDermott, Director of Resource Conservation and Public Outreach in collaboration with managers and staff in the Resource Conservation and Public Outreach Department.



June 12, 2018 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: General Manager

Subject : Unrepresented Employees Compensation

SUMMARY:

Over the past year, the District has completed negotiations with its two unions and two bargaining units. The District's unrepresented employees, department directors and Human Resources Manager, last received a salary increase effective July 1, 2017. It is recommended that a 3.50% increase to base salaries be awarded effective July 1, 2018 and that a modification to the Management Handbook related to Jury Duty be made to bring the District into consistency with most other local public agencies and water districts.

RECOMMENDATION(S):

Authorize the General Manager to execute revisions to the Management Handbook and to implement a 3.50% increase to base salaries for unrepresented employees.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

Yes

FINANCIAL IMPACT:

This action will result in an estimated annualized cost to the District of \$28,958.57.

DISCUSSION:

The District's employees are represented by four bargaining units: (1) the General Unit; (2) the Office Unit; (3) the Management Unit; and (4) the Supervisor, Professional & Confidential Unit. Department Directors and the Human Resources Manager are unrepresented. The terms and

conditions governing unrepresented employees are governed by the attached Management Handbook.

Upon review of the Management Handbook, it is recommended to eliminate the maximum 40 hours of paid compensation for Jury Duty as follows:

JURY DUTY

Full-time, regular employees will be paid his/her regular salary while he/she is on jury duty ~~for up to 40 hours per fiscal year~~, less the amount received from the Court for such service as a juror. An attendance record from the Court for the time spent on jury duty and a copy of the check for such service must be submitted to the District's payroll section. The amount received from the Court for service as a juror will be deducted from the employee's paycheck following completion of such service.

The change is recommended based on an increasing recent trend whereby, as government employees, courts are unsympathetic to limitations placed on employees of government agencies resulting in District employees having to use vacation leave time to fulfill their civic duty. This change also brings the District into alignment with the majority of local government agencies in regards to jury duty pay.

PAY ADJUSTMENT

Additionally, consistent with the compensation adjustments provided to the Management and Supervisory, Professional, and Confidential Unit, it is recommended that a 3.50% increase to base salary effective July 1, 2018 be granted to unrepresented employees.

GOALS:

Assure a Quality, Continually Improving Workforce

Prepared by: David W. Pedersen

ATTACHMENTS:

Current Management Handbook



MANAGEMENT HANDBOOK OF BENEFITS
As required by Section 2-4.103 of the LVMWD Administrative Code

For

**Department Heads
& Human Resources Manager**

December 8, 2015

TABLE OF CONTENTS

WHAT POSITIONS ARE COVERED BY THE MANAGEMENT HANDBOOK?	5
BEREAVEMENT LEAVE	6
CELLULAR TELEPHONE.....	7
DEFERRED COMPENSATION PLAN	8
EDUCATIONAL ASSISTANCE PROGRAM	9
FAMILY AND MEDICAL LEAVE	10
HOLIDAYS.....	11
INSURANCE	12
JURY DUTY	14
LEAVE OF ABSENCE.....	15
MANAGEMENT LEAVE.....	16
PARENTAL LEAVE.....	17
PHYSICAL FITNESS PROGRAM.....	18
PREGNANCY LEAVE	19
PROFESSIONAL ORGANIZATIONS REIMBURSEMENT	20
RETIREMENT – Public Employees Retirement System	21
RETIREMENT – Social Security/Medicare.....	22
SALARY ADMINISTRATION	23
SENIORITY BONUS.....	25
SICK LEAVE.....	26
VACATION SCHEDULE	27

LVMWD LEADERSHIP MODEL

Leadership Principle	Supporting Behavior
Being Fair	<p><i>I will</i></p> <ol style="list-style-type: none"> 1. Assign duties fairly 2. Promote fairness in the application of District policies and procedures 3. Willingly explain to others the basis for my decisions 4. Show consistency in my actions 5. Treat others as I would like to be treated
Demonstrating Commitment	<p><i>I will</i></p> <ol style="list-style-type: none"> 1. Support decisions made by my Department, the District or the Board 2. Support the efforts of other Departments 3. Support and follow through on my commitments and decisions to my Employees 4. Make timely decisions
Being Responsible and Accountable	<p><i>I will</i></p> <ol style="list-style-type: none"> 1. Lead by example 2. Accept total responsibility for my own actions 3. Acknowledge my own mistakes and not blame others 4. Provide input on topics of concern <i>before</i> decisions are made 5. Inform others as soon as I know when I cannot keep a commitment or promise. 6. Regularly give my employees complete and accurate information on their performance along with clear and concise expectation of future performance. 7. Continue my personal growth in management, my professional field, as well as water/wastewater management through education, certification and participation in professional associations
Having Integrity	<p><i>I will</i></p> <ol style="list-style-type: none"> 1. Keep my word and commitments 2. Say what I mean and mean what I say; have the courage to be forthright and straightforward 3. Set and enforce high standards for services and products we receive from others or distribute from my work group 4. Set/develop high standards for hiring/promoting people 5. Support and follow the intent of District policies and procedures 6. Conduct myself at the highest level of ethical standards
Being an Effective Communicator	<p><i>I will</i></p> <ol style="list-style-type: none"> 1. Speak clearly and concisely; make my message and intent easy to understand 2. Regularly and frequently inform those who should know of my work progress and intentions 3. Regularly and frequently give each member of my staff pertinent feedback on how they are performing with suggestions for improvement when appropriate 4. Be an active listener, demonstrating understanding without judging or criticizing the other person 5. Be an active participant in meetings; when I have nothing to add I will invite quiet members to contribute

Leadership Principle	Supporting Behavior
Being Innovative and Encouraging Innovation	<p><i>I will</i></p> <ol style="list-style-type: none"> 1. Ask myself and employees “What is the right thing to be doing” before starting any new assignment 2. Not whine about what is wrong; I will look for ways to be part of the solution 3. Encourage new ideas and methods from others 4. Not criticize new ideas; I will help others think through their ideas by asking for the “pros’ and “cons” of new ideas 5. Spend at least 5% of my work time staying up-to-date on industry trends by reading, attending conferences, visiting other agencies, talking with others in the industry, etc.
Being a Mentor	<p><i>I will</i></p> <ol style="list-style-type: none"> 1. Review the developmental needs of each employee at least annually and work with each employee to create a development plan that is appropriate for him or her 2. Make sure employees get the training opportunities they need and I will meet with each of them before and after training to make sure they use the training 3. Work with other groups and Departments to make sure employees receive needed cross-training 4. When an employee makes a mistake ask what he or she learned and how can it be prevented from happening again 5. Be available to other employees outside my own work area to be a good active listener or to share my experiences, strategies and successes
Developing and Supporting Effective Teams	<p><i>I will</i></p> <ol style="list-style-type: none"> 1. Hold a team meeting at least once every two weeks; stay within time limits (e.g. 30 minutes) 2. Share what I know from other District sources 3. Invite each person in the team to participate by sharing what they are doing or by asking questions 4. Recognize those who make contributions, especially those who have new or different ideas 5. Not tolerate disparaging comments by team members toward each other or other staff 6. Ask the team at each meeting if there is anything we can be doing better

WHAT POSITIONS ARE COVERED BY THE MANAGEMENT HANDBOOK?

Positions covered by benefits contained in this Management Handbook are:

	Supervisory Responsibility	Exempt under FLSA
Department Head		
Director of Facilities & Operations	Yes	Yes
Director of Finance & Administration	Yes	Yes
Director of Resource Conservation and Public Outreach	Yes	Yes
Other		
Human Resources Manager	Yes	Yes

BEREAVEMENT LEAVE

A Department Head or unrepresented management employee may be provided up to 3 days paid leave to attend the funeral of a member of the employee's immediate family. "Immediate family" is designated as the spouse/domestic partner, child, parent, sibling or grandparent of the employee or the employee's spouse/domestic partner. If additional time off is required, the employee may request sick leave as provided in the Sick Leave benefit provisions.

CELLULAR TELEPHONE

In lieu of a District-provided cellular telephone, Department Directors may receive a stipend of up to \$100 per month, reimbursed based on actual cost. Cellular telephones must be capable of voice, text, and data communications, including the sending and receiving of District electronic mail.

DEFERRED COMPENSATION PLAN

Unrepresented management employees may elect to participate in the District's Deferred Compensation Plan. The purpose of the Plan is to defer a portion of the employee's compensation for his/her use at retirement. Social Security taxes are paid at the time wages are earned while Federal and State income taxes are deferred until the employee withdraws the funds.

Participation in deferred compensation commences the month following sign-up for new employees.

Department Directors are eligible to have \$145.83 or 3% of their base salary matched per 24 pay periods on a \$1 to \$1 basis, whichever is greater. The Human Resources Manager is eligible to have \$125.00 or 3% of their salary matched per pay period on a \$1 to \$1 basis, whichever is greater.

For employees newly promoted or hired to positions at a date other than January 1, the district payment per calendar year shall be pro-rated for partial year employment.

All participation is optional to employees and is in accordance with plan rules and IRS regulations applicable to IRC Section 457 deferred compensation plans. All employees considering participation in any deferred compensation plan are encouraged to consult with a tax accountant and/or attorney as the district neither promotes nor recommends employee participation.

Effective January 1, 2016, or as soon as practical thereafter, the District will provide an IRS Section 401(a) plan. The District match specified above will be deposited into the 401(a) plan.

Additional details are available in the brochures in the Human Resources Office.

EDUCATIONAL ASSISTANCE PROGRAM

The General Manager may authorize attendance of employees at classes at District expense where the direct benefit to the District warrants. A refund of expenditures, to a maximum of \$685.00 per class, for registration and course supplies will be made to the employee upon presentation of proof of completion with a passing grade.

FAMILY AND MEDICAL LEAVE

Employees are granted rights for Family Medical Leave as provided under state and federal laws and pursuant to the Family Medical Leave Policy of the District.

HOLIDAYS

The district shall observe the holidays listed below and upon which the district is normally closed:

January 1
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day and the following Friday
December 24
December 25
December 31

If any of the holidays set forth above falls on the first day of an employee's weekend, the holiday will be observed on the previous work day.

If any of the holidays set forth above falls on the last day of an employee's weekend, the holiday will be observed on the following work day.

A weekend is any two or three regularly scheduled consecutive days off. An employee working a 9/80 workweek will alternate between two and three-day weekends.

The December 24/25 and December 31/January 1 holidays often provide four consecutive days off for employees. If the holiday schedule provides four-day weekend for employees with Monday through Friday schedules then the district will try to schedule four consecutive days off for employees working an irregular workweek.

INSURANCE

LIFE INSURANCE

Life insurance equivalent to the sum of \$50,000 plus one year's salary is provided by the District for each regular full-time employee upon completion of one month of continuous employment with the District and upon submission of application for membership. Employees not applying within thirty (30) days will be required to provide medical evidence of insurability. (NOTE: There is a tax liability for life insurance in excess of \$50,000 per year.)

DENTAL INSURANCE

The District provides dental insurance for regular, full-time employees, their spouses, domestic partner and unmarried dependent children less than 25 years. Coverage commences on the first of the month following the month of employment with the District and upon submission of application for membership. Coverage for the employee's dependents becomes effective at the same time as the employee's personal coverage.

DISABILITY INSURANCE

The District shall provide disability insurance for each employee. The District retains the right to select a plan(s) different from the current plan. Coverage commences after the employee has completed one month of continuous employment with the District and upon submission of an application for membership.

An employee eligible for disability benefits shall use available sick leave to cover time off during the 30 calendar day elimination period. After the elimination period, the employee has the option of using the balance of his/her sick leave or vacation leave to coordinate with gross income. The monthly benefit for a disability in the plan will be two-thirds of the employee's monthly base up to a maximum of:

Department Heads	\$8,000
HR Manager	\$6,389

MEDICAL COVERAGE

The District shall make every reasonable effort to provide health insurance coverage to employees in this Group subject to the District retaining the right to select a plan(s) different from the current plan.

The District's maximum contribution to medical insurance premiums shall be benchmarked to 98% of Blue Cross Classic (PPO) Plus Two (or more) Plan. Any premium cost above the District's contribution shall be borne by the active or retired employee. Employees hired after January 1, 2014 will receive a District maximum contribution equal to 98% of the lowest premium family plan rate. Effective January 1, 2017, the District's maximum contribution for medical insurance shall be 98% of the Kaiser Permanente HMO Family rate.

The employee, his/her spouse, domestic partner and unmarried dependent children age 26 years and under are eligible for medical insurance coverage on the first of the month following the date of hire. Subscribing members may add new dependents without a health statement within thirty-one (31) days of marriage, in the case of a new spouse, or the date of birth, in the

case of a child. Employees can generally only change plans during "open" enrollment which is determined by the medical plan.

EXTENSION OF COVERAGE

The District will continue to contribute to an employee's medical, dental, vision, disability and basic life insurance premiums up to six (6) months duration during sickness or injury on the same terms and conditions as prior to the period of absence. Insurance will not be continued for leave-of-absence without pay for causes other than sickness or injury.

RETIREE MEDICAL

If the District changes plans or providers, there shall be no change to the level of health insurance benefits provided for District retirees.

- a. Employees hired prior to March 31, 2006, who have at least five years of District service, shall have a retiree medical contribution equal to 100% of either the employee only (if the employee does not have a dependent) or the employee plus one (if the employee has a dependent) of any District plan (then being provided). If the employee has a dependent, the employee must designate the dependent at the time of retirement.
- b. Retirees and covered dependents who reach the age of 65 must enroll in Medicare Part A and B no later than one month prior to their 65th birthday. Enrollment in Part D will be required if the provider of the health plan offers premium subsidies or incentives or requires enrollment in Medicare Part D. The District will be obligated to contribute the cost of the medical premiums only for those covered as provided herein.
- c. Employees hired after March 31, 2006, and prior to January 1, 2014, shall receive a retiree medical contribution in the amount of 75% of the PPO rate if the employee retires with at least 10 years of District service and is age 55 or older at retirement.
- d. Employees hired after January 1, 2014, with at least 10 years of District service who are age 55 or older at retirement, shall receive a retiree medical benefit in the amount of 75% of the least expensive plan offered by the District at the time of retirement at the employee only level.

VISION CARE

The district will provide a vision program through a third party vendor at no cost to the employee. The employee may elect to cover dependents by paying for such coverage.

JURY DUTY

Full-time, regular employees will be paid his/her regular salary while he/she is on jury duty for up to 40 hours per fiscal year, less the amount received from the Court for such service as a juror. An attendance record from the Court for the time spent on jury duty and a copy of the check for such service must be submitted to the District's payroll section. The amount received from the Court for service as a juror will be deducted from the employee's paycheck following completion of such service.

LEAVE OF ABSENCE

A leave of absence without pay may be granted by department heads for up to 40 hours within a fiscal year. Such leaves do not require General Manager approval.

Such leave without pay must be pre-approved before the time can actually be used. Also, such leaves may be taken even if the employee has existing comp time or vacation on the books. In no case, may a leave of absence without pay exceed 40 hours in a fiscal year without the General Manager's approval.

In addition, leave without pay may be granted by the General Manager and shall not exceed a continuous period of 30 calendar days, except for extended unpaid sick leave, military leave, pregnancy leave, parental leave, and family and medical leave.

Vacation and sick leave benefits are not earned nor holidays paid during leave without pay. Leave of absence without pay includes unpaid sick leave, military leave, pregnancy leave, parental leave, and family and medical leave or any other leave where the District is not paying wages to the employee.

MANAGEMENT LEAVE

Department Heads receive 88 hours and the Human Resources Manager receives 72 hours management leave, which is granted each fiscal year beginning July 1 and is for use within the fiscal year it is granted ending June 30.

At the end of each fiscal year the following shall occur:

All management leave must be used; or

Department Heads may sell back up to 60 hours and the Human Resources Manager may sell back up to 50 hours of unused management leave, respectively, provided they have used 80 hours of vacation and/or management leave within the fiscal year ending June 30; and

In lieu of forfeiture, the employee may donate any unused management leave to the Catastrophic Leave Bank.

PARENTAL LEAVE

An employee may be granted an unpaid leave of absence for not more than 1,040 hours to care for or to bond with their newly-born or adopted child. Such leave is to be completed within one year after the date of birth or adoption.

An employee who is granted such leave must use it concurrently with FMLA/CFRA. However, once the employee has exhausted the 12 weeks of leave as provided by FMLA/CFRA, the employee will be responsible for the cost of group insurance (medical, dental, vision, disability and life).

PHYSICAL FITNESS PROGRAM

An amount of \$500 shall be made available to Department Heads and unrepresented managers every July 1st for payment of costs with primary emphasis on preventive health maintenance, relative to obtaining/receiving a comprehensive physical examination. In general, expenses may be reimbursed to the employee when incurred relative to receipt of a medical examination and required exam-related follow up procedures/activities to the extent such expenses are not covered by the employee's district-provided medical insurance coverage. Costs not covered by the dental or vision care programs are not reimbursable under this benefit.

Documentation must be provided to the General Manager of medical examination by a licensed physician before reimbursement will be authorized.

PREGNANCY LEAVE

The district will provide pregnancy leave for an employee as required by State and Federal law.

Employees who are temporarily unable to perform their usual and customary work due to a pregnancy-related disability, will be granted a pregnancy leave of absence.

Pregnancy Leaves will be granted on the basis of a physician's written statement that an employee is no longer able to work due to a pregnancy-related disability.

An employee who is granted a pregnancy leave is required to utilize accrued sick leave, if available, until the commencement of disability payments. The employee may then coordinate salary and disability payments as provided in STD Insurance. The District will continue to pay group insurance premiums while the employee is on paid leave. Once the employee is in an unpaid status, insurance premiums will be the responsibility of the employee.

An employee who plans to take a pregnancy leave must provide the District reasonable notice of the date the leave will commence, the estimated duration of the leave, and the date on which it is expected the employee will be able to return to work. When an unplanned medical situation or emergency occurs that does not allow the employee to provide advance notification of the need for a pregnancy leave, the employee must cause the District to be notified of the situation within three working days. Without notification to the District, the employee will be considered to have voluntarily resigned.

Pregnancy disability leave may be granted up to a maximum of four months in duration. Employees returning to work after any pregnancy leave must have a written release from a physician verifying that they are able to return to work and safely perform their duties.

Employees who return to work from a Pregnancy Leave will be accorded the same reinstatement rights as an employee returning from any other form of disability leave.

PROFESSIONAL ORGANIZATIONS REIMBURSEMENT

Employees may be reimbursed for personal memberships in professional organizations which benefit both the employee's field of expertise and the District by the employee's direct involvement in the organization as approved by the General Manager.

RETIREMENT – Public Employees Retirement System

The District contracts with CalPERS to provide retirement benefits to employees. Employees who are described as “classic employees” under the Public Employees’ Retirement Law, receive the 2% at 55 benefit formula. The District provides Full Formula CalPERS coverage for past and future service of its employees. Employees are eligible to retire at age 50.

Employees hired on or after January 1, 2013 who are “new members” as defined in the Public Employees’ Pension Reform Act of 2013 (PEPRA), are provided the following retirement benefits: 2% @ 62 benefit formula with a three year (36 month) final compensation period. Employees may designate the highest 36 month period.

Employees will pay one-half of the total normal cost rate as determined by CalPERS.

The District pays the required employer contribution for employees’ retirement benefit as required by CalPERS.

Effective March 15, 2014, employees shall pay their seven percent (7%) member contribution. On this date, since the classic employees will be paying the entire employee/member contribution, the District will no longer report member contribution as compensation earnable to CalPERS.

If any employee terminates employment with the District before retirement, his/her contributions plus accrued interest may be refunded upon application to the Public Employees Retirement System. Contributions may be left on deposit until normal retirement age is reached if the employee has a vested interest; i.e., 5 years’ service. Employees who expect to commence employment with another PERS-covered agency are not permitted by PERS to withdraw their contributions.

Additional details are available in the PERS brochures in the Human Resources Office.

RETIREMENT – Social Security/Medicare

The District also participates in the Social Security program of the Federal government. FICA/Medicare tax will be deducted from an employee's pay as required by Federal law.

SALARY ADMINISTRATION

The District maintains a Salary Program for all Department Heads, unrepresented management employees which:

Establishes externally competitive and internally equitable pay levels.

Enables the District to control compensation costs in proper relation to total costs.

Complies with applicable federal and state laws.

The major elements of the base salary program are:

- A. Organization Structure
- B. Position Definition
- C. Position Evaluation
- D. Salary Structure
- E. Performance Appraisal
- F. Salary Review
- G. Promotional Increase
- H. Performance Incentive

Through utilizing the following procedures, management can be assured that employees:

- Are being treated equitably with regard to salary matters;
- Are being paid externally and internally competitive salaries; and
- Have the opportunity to be rewarded for performance in a systematic non-discriminatory manner.

POSITION EVALUATION

Based upon the approved position definition, each position is periodically evaluated to ensure external and internal compensation equity for District.

1. Externally Competitive

External competitiveness is determined by periodically surveying the marketplace for average salaries paid. The approved position definition is used to compare the scope and responsibility of the position being surveyed. Private and published surveys of labor market competitors are used to determine the average salary paid in the market place based on markets in which the district competes for talent and the level at which we will compete.

2. Internal Equity

Internal equity is evaluated by grouping positions of similar scope and responsibility within the organization. This is accomplished through successively higher levels of management aligning positions of relatively comparable value based upon such factors as knowledge and skill required for the position, complexity and supervisory responsibility exercised.

Based upon the above factors, positions are evaluated and assigned a base salary range that provides employees an opportunity to earn a salary that is externally competitive and internally equitable.

SALARY STRUCTURE

The salary structure consists of a series of salary ranges. Each position has a dollar rate range with an established maximum pay control point. Human Resources will maintain current salary schedules.

EMPLOYEE COMMUNICATION

To achieve the objectives of the Salary Program and its potential benefits, each employee should know what the program is intended to accomplish and how it affects him/her. At a minimum, each employee should know:

- The salary range of his/her position;
- His/her place in that range;
- The rationale and evidence for any salary adjustment decision;
- The manager's view of how well the employee is accomplishing the objectives of the position and the long range outlook for position and salary advancement.

The communications supporting salary administration should be a two-way process. Each employee should be encouraged to discuss his/her work assignment or work relationship and opportunities for advancement. Depending on individual circumstances, the manager may wish to schedule a separate meeting for such a discussion.

INITIAL HIRING AND SALARY RANGE PLACEMENT

Before an applicant may be hired for any position, the position definition must be prepared and approved. In addition, the position itself must have been approved by the Board of Directors. Management will review the position and evaluate the current need to fill the position.

As a general rule the hiring salary for new employees shall be at that point in the salary range which reflects his/her experience, knowledge, skills, and abilities he/she brings to the job under consideration.

SENIORITY BONUS

The District recognizes seniority and provides for the following cash sums payable annually as of January 1st of each year:

After 10 years of District Service	\$300
After 15 years of District Service	\$500
After 20 years of District Service	\$700

SICK LEAVE

Full-time, regular employees are provided sick leave with pay under the conditions outlined below.

- A. If an employee has accumulated sick leave, it shall be used for the following:
 - 1. When an employee is ill.
 - 2. When a member of an employee's immediate family is ill, and the employee must care for such ill family member subject to Family Medical Leave Act policy limits.
 - 3. For visits to doctors, dentists and optometrists for physicals, treatment or preventative care.
 - 4. For funerals in the immediate family. "Immediate family" is designated as the spouse/domestic partner, child, parent, sibling or grandparent of the employee or employee's spouse/domestic partner.
- B. Sick leave accrual will be cumulative, without limit as to time, and if not taken in any given year, will be usable in subsequent year's employment, the purpose being to make accrued sick leave available to an employee in times of urgent need.
- C. The amount of sick leave an employee is entitled to is computed to include weekends, holidays, paid vacation time and paid sick leave as continuous service.
- D. Accrual of sick leave will be at the rate of eight hours per calendar month beginning with the date of hire and computed to the date of termination, prorated to the nearest hour.
- E. The smallest unit for which sick leave will be granted will be one half-hour.
- F. An employee who is absent on sick leave may be contacted by his/her Supervisor. For absences due to illness if justified in the opinion of a Division or Department Head, the employee must obtain a statement from his/her doctor stating: (a) that the employee could not work during the period of absence; and (b) that the employee is now able to return to work.
- G. Frequent use of short periods of sick leave is indicative of inability to perform as expected by the District and may result in dismissal for lack of reliability.

SICK LEAVE PAYOFF UPON VOLUNTARY TERMINATION OF EMPLOYMENT

A program is provided for payment, upon voluntary resignation with notice, retirement or death, for accrued but unused sick leave earned after July 1, 1974. Vesting in the sick leave program and payment therefore will be on the following basis.

- A. After five years of full-time, regular employment with the District (the sixth year), an employee will be paid, upon voluntary termination, retirement or death, for 25% of all hours of accrued but unused sick leave at the rate of his/her then current base rate. An additional 5% of all hours of accrued but unused sick leave of his/her salary will be paid for each additional completed year of service.
- B. Upon completion of 20 years of service with the District, the employee would be paid for 100% of unused sick leave.

VACATION SCHEDULE

Vacations are subject to approval. Employees will be granted vacation leave with pay, if they have enough accrued vacation time to cover the amount of leave requested.

ENTITLEMENT

The number of hours an employee is entitled to for vacation leave with pay is computed as follows:

- A. Full-time regular employees shall accrue vacation on the following basis. Part-time regular employees shall accrue vacation on a pro-rated basis.

During Service Years	Annual Entitlement Hours	Hours Accrued at end of Each Pay Period <u>(based on 26 pay periods)</u>
1,2&3	104	4.00
4,5 & 6	112	4.31
7, 8 & 9	120	4.62
10, 11 & 12	128	4.92
13,14 & 15	136	5.23
16, 17 & 18	144	5.54
19, 20 & 21	152	5.85
22, 23 & 24	160	6.15
25 & above	168	6.46

The maximum number of vacation hours that may be earned in any year is 168.

Accrual of vacation time will be by month beginning with the date of hire and computed to the date of termination, pro-rated to the nearest one-half day.

- B. The vacation leave time earned each year will be available to the employee for vacation or may be accrued, wholly or partially, in the employee's Leave Account.
- C. Normally, no more than 311 hours will be permitted to accrue in an employee's Leave Account.
- D. The maximum vacation an employee can take is 21 consecutive working days, unless special circumstances warrant approval by the General Manager for a longer period.

- E. Pay during vacation leave will be at the monthly rate currently paid the employee at the time the vacation is taken.
- F. When an employee is discharged or terminated, he/she will be paid for his/her accumulated vacation leave at his/her then current rate of pay.
- G. In computing the amount of vacation leave entitlement, holidays, weekends, paid vacation time and paid sick leave will be included as continuous service.
- .
- H. Vacation generally cannot be taken in lieu of sick leave except in certain family leave qualifying events.
- I. Employees shall have the option to cash out up to 40 hours of accrued vacation leave in November of each year, provided 80 hours of vacation or management leave time has been used as time off during the preceding 12 months.



June 12, 2018 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Finance & Administration

Subject : Approval of Memorandums of Understanding with Management and the Supervisor, Professional and Confidential Units: June 1, 2018 through December 31, 2018

SUMMARY:

Contract negotiations between the District and its Management and the Supervisor, Professional & Confidential Units have concluded with a tentative agreement that was accepted by the Units on May 7, 2018. The proposed Memorandums of Understanding (MOUs) are presented as negotiated with Board authority and based on ratification by the Management and Supervisor, Professional & Confidential Units. This item is to approve the MOUs (copies attached) as negotiated with the two Units.

RECOMMENDATION(S):

Authorize the General Manager to execute Memorandums of Understanding with the Management Unit and Supervisor, Professional & Confidential Unit for a term of June 1, 2018 through December 31, 2018.

FISCAL IMPACT:

Yes

ITEM BUDGETED:

No

FINANCIAL IMPACT:

This action will result in an estimated annualized cost to the District of \$180,442.37.

DISCUSSION:

The District's employees are represented by four bargaining units: (1) the General Unit; (2) the Office Unit; (3) the Management Unit; and (4) the Supervisor, Professional & Confidential Unit. The MOUs for the Management Unit and Supervisor Professional & Confidential Unit expire on June 30, 2018, and negotiations have been completed for the terms of successor MOUs.

Following is a summary of the changes proposed for the successor MOUs:

Term - Seven months, June 1, 2018 through December 31, 2018.

Salary - Employees of both Units will receive a 3.5% salary increase, effective June 2, 2018.

Reopener - The parties agreed that either party may request to reopen the agreement and negotiate a successor agreement upon completion of the compensation study.

Prepared by: Sherri Paniagua, Human Resources Manager

ATTACHMENTS:

SPC MOU

MGMT MOU



MEMORANDUM OF UNDERSTANDING

**SUPERVISOR, PROFESSIONAL & CONFIDENTIAL
UNIT**

June 1, 2018 – December 31, 2018

Table of Contents

<u>CHAPTER 1, GENERAL PROVISIONS</u>	1
ARTICLE 1, TERM	1
ARTICLE 2, RECOGNITION	1
ARTICLE 3, CLASSIFIED POSITIONS	1
ARTICLE 4, PROVISIONS OF LAW	1
ARTICLE 5, RENEGOTIATIONS	1
<u>CHAPTER 2, COMPENSATION</u>	2
ARTICLE 6, COMPENSATION	2
ARTICLE 7, MOVEMENT ON THE SALARY SCHEDULE.....	2
ARTICLE 8, DEFERRED COMPENSATION PLAN	2
ARTICLE 9, SALARY ADMINISTRATION	2
ARTICLE 10, OVERTIME & COMPENSATING TIME	4
ARTICLE 11, STANDBY TIME	4
ARTICLE 12, SENIORITY RECOGNITION.....	5
<u>CHAPTER 3, BENEFITS</u>	5
ARTICLE 13, RETIREMENT – Public Employees’ Retirement System and Social Security/Medicare.....	5
ARTICLE 14, HEALTH AND WELFARE INSURANCE	6
ARTICLE 15, EDUCATIONAL ASSISTANCE PROGRAM	8
ARTICLE 16, PROFESSIONAL ORGANIZATIONS REIMBURSEMENT.....	8
<u>CHAPTER 4, LEAVES OF ABSENCE</u>	8
ARTICLE 17, SICK LEAVE	8
ARTICLE 18, VACATION	10
ARTICLE 19, LEAVES OF ABSENCE.....	11
ARTICLE 20, HOLIDAYS	11
ARTICLE 21, BEREAVEMENT LEAVE.....	12
ARTICLE 22, JURY DUTY	12
<u>CHAPTER 5, EMPLOYEE/EMPLOYER RELATIONS</u>	12
ARTICLE 23, DISCIPLINARY PROCEDURE	12
ARTICLE 24, GRIEVANCE PROCEDURE.....	14
ARTICLE 25, LAYOFFS	15
ARTICLE 26, PEACEFUL PERFORMANCE.....	15
ARTICLE 27, PERFORMANCE	16
ARTICLE 28, SEPARATION FROM THE DISTRICT	16
ARTICLE 29, FULL UNDERSTANDING, MODIFICATION AND WAIVER.....	16
ARTICLE 30, DISTRICT RIGHTS	17
ARTICLE 31, EMPLOYEE RIGHTS.....	17
Appendix A	19

SUPERVISORS, PROFESSIONAL & CONFIDENTIAL UNIT MOU

CHAPTER 1, GENERAL PROVISIONS

ARTICLE 1, TERM

The provisions of this Agreement shall commence on June 1, 2018, unless another implementation date is specified within the Agreement, and shall expire and fully terminate on December 31, 2018.

ARTICLE 2, RECOGNITION

- A. Pursuant to the provisions of the Employee Relations Ordinance of the Las Virgenes Municipal Water District, and applicable State Law, on July 28, 2009, the Las Virgenes Municipal Water District Board of Directors accepted employee petitions to designate the Las Virgenes Manager, Supervisor, Professional and Confidential Employees Association (M/SPC) as the representative of Supervisors, Professional and Confidential Unit.
- B. Management hereby recognizes the M/SPC Association (hereinafter "Association") as the exclusive representative of the employees in said Unit.
- C. The term "employee(s)" as used herein shall refer only to employees employed by the District in said Unit in the employee classifications comprising said Unit as listed in Appendix A.

ARTICLE 3, CLASSIFIED POSITIONS

- A. All employees of the District covered by terms of this Agreement will hold classified positions with salary ranges to be established by the Board of Directors, and, within the limits so established, the General Manager is authorized, from time to time, to employ, classify, re-classify, and to fix and determine the salaries of individual employees of the District as the General Manager may, in his discretion, determine such employees merit.
- B. Positions held by employees covered by the terms of this Agreement shall be classifications listed in Appendix A. Any additional classifications developed during the term of this Agreement and designated by the District as part of this Unit shall be added to those classifications (Appendix A). The Association shall be notified at least five (5) days before final adoption by the District Board when a classification in this Unit is developed or eliminated.

ARTICLE 4, PROVISIONS OF LAW

It is agreed and understood that this Agreement is subject to all current and future applicable federal, state, and county laws, rules and regulations. If any part of this Agreement is in conflict or inconsistent with such above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal with jurisdiction, such part or provision shall be suspended and superseded by such applicable law, rule or regulation, and the remainder of this Agreement shall not be affected.

ARTICLE 5, RENEGOTIATIONS

Successor Agreement: Negotiations for a successor agreement shall commence between September 1 and October 1 of the last year of the term of this Agreement or other time as agreed to by the parties.

CHAPTER 2, COMPENSATION

ARTICLE 6, COMPENSATION

Effective the beginning of the pay period following Board approval of this Agreement, all salary ranges for classifications in the bargaining unit shall increase by 3.5%. All employees in the bargaining unit shall receive an increase to his/her base salary of 3.5%.

ARTICLE 7, MOVEMENT ON THE SALARY SCHEDULE

- A. Individual movement of employees within established pay range shall be based on performance and upon recommendation of each employee's supervisory line, and shall not be automatic.
- B. Employees shall generally be evaluated in July of each year regardless of hire date or previous promotion date except for newly promoted or hired employees as per Article 9, Salary Administration. Employees may be evaluated at any time by their supervisor.

ARTICLE 8, DEFERRED COMPENSATION PLAN

- A. Employees may elect to participate in the District's Deferred Compensation Plan.
- B. Participation in deferred compensation commences the month following sign-up for new employees.
- C. Employees are eligible to have \$104.17 or 3% of their base salary matched per pay period on a \$1 to \$1 basis, whichever is greater.
- D. For employees newly promoted or hired to positions at a date other than January 1, the District payment per calendar year shall be pro-rated for partial year employment.

The parties agree that the side letter of agreement signed in December 2015, which modified Article 8, is incorporated by reference and continues through the term of this Agreement.

ARTICLE 9, SALARY ADMINISTRATION

- A. Classifications shall be assigned to a salary range consisting of a minimum and a maximum amount of compensation for that range.
- B. Newly Hired Employee
 - 1. A newly hired employee shall be compensated commensurate with his/her experience, skills, ability, education, and salary history. An exceptional candidate hired above the midrange of the salary range must have the approval of the General Manager.
 - 2. A new employee shall be eligible for a merit performance review upon six months of employment and at one year of employment. The merit increase shall follow the guidelines below taking into account the quartile the employee is hired at and the overall performance rating:

SALARY QUARTILES

	0-25%	26-50%	51-75%	75% - Control Point
	1	2	3	4
Performance Rating				
Proficient	7%	6%	5%	4%
Highly Effective	8%	7%	6%	5%
Superior	Increase may be above guideline at manager discretion			

After the first full year, the employee shall be reviewed for merit each July 1. Increases shall be prorated on a 1/12 basis so that employee shall not exceed 12 months without a merit review. Example: an employee hired in April will have an annual merit review at six months then April again for the first year. In July the employee will be eligible for a merit increase adjustment equal to 2/12 of the last increase. If the last increase was 5%, then the increase will be 0.83 %. Thereafter, the employee will be on a July 1 review cycle.

3. A prorated increase of 6 months or longer shall require a new performance evaluation.
4. In no event shall any merit increase exceed the control point for the classification.

C. Newly Promoted Employee

1. A newly promoted employee shall generally receive a 5% increase or the minimum of the classification, but cannot exceed the control point of the higher classification.
2. A newly promoted employee shall be eligible for a merit performance review after six months and after one year in the new position. The guidelines for merit performance increases in B-2 shall apply to newly promoted employees.

D. Salary Increase Not Granted

When a salary increase is not granted due to the employee not meeting performance expectations, the supervisor shall set a date for a special review outlining performance improvements that must be achieved. If the special review is at a minimum considered to be overall proficient, the supervisor may grant a salary increase but it shall not be retroactive.

E. Salary for Out of Class Assignment

1. When, in the determination of the Department Head and with the approval of the General Manager, it is necessary to specifically assign to an employee in writing all of the significant duties of a higher classification for at least four (4) workweeks in a three month period, the employee so assigned shall be compensated at the minimum rate established for the higher classification or 5% above the employee's regular base rate of pay, whichever is greater, with pay effective upon the date of the change of assignment. For purposes of this article, the out-of-class workweek shall begin on the day the employee begins the duties of the higher classification, as specified in the written assignment. At the time an employee returns to his/her regular position, his/her salary should reflect the same salary rate he/she had previously, with any merit or salary adjustments added as appropriate. At any time during the out-of-class appointment, an employee may be reassigned from that appointment without the right of appeal or hearing.
2. An employee performing in an approved out of class assignment will be entitled to prorated benefits, when applicable.

F. Priority of Increases

When more than one personnel action involving changes in an employee's salary status becomes effective on the same day, all changes shall be in accordance with the provisions of the preceding sections of this article, and shall take place in the following order of precedence: 1) merit increase 2) promotion, demotion, or reclassification 3) adjustment to salary range.

ARTICLE 10, OVERTIME & COMPENSATING TIME

A. Employees in positions determined by the District to be exempt under the Fair Labor Standards Act will be paid or provided compensatory time at the straight time rate for hours worked in excess of 40 hours in a work week. These same employees will not be required to utilize any paid leave time (sick, vacation, or compensatory time) for absences of less than a full day. These employees are required to track time worked on a daily basis solely for the purposes of computing overtime pay in accordance with Article 10 "Overtime & Compensating Time" of the MOU.

B. Overtime work may be required of any employee whenever management deems it necessary.

C. Overtime pay is compensation for hours worked in excess of 40 hours in a workweek. For purposes of overtime all paid leave hours (excluding paid sick leave hours) shall be considered.

D. Overtime work shall be credited to the nearest tenth of an hour.

E. Employees who work overtime shall be entitled to additional compensation as outlined below.

F. Holiday Time

Employees working on scheduled holidays will be compensated at straight time at the employee's regular rate in addition to regular pay for the holiday.

G. Compensating Time Off in Lieu of Overtime Pay

1. If an employee is authorized to work overtime, the employee may choose to be compensated by pay or compensatory time off. If an employee chooses CTO it shall be at the rate of straight time hours off for each hour worked in excess of 40 hours in a workweek (excluding paid sick leave).
2. Accumulated Compensating Time Off (CTO) may not exceed a current credit of 60 hours. If an employee reduces the CTO bank below 60 hours, then he/she may opt for CTO for future overtime worked until he/she again reaches the 60 hour limit.
3. Compensating time may be used with pre-approval of the employee's supervisor. Such time cannot be used in lieu of sick leave when sick leave is available and appropriate for the required work absence.

ARTICLE 11, STANDBY TIME

11.1 Part of the duties of each non-exempt employee may include being available for call-out overnight. The period during which an employee is assigned to be available for such call-

outs is designated as Standby Time.

- 11.2 A non-exempt employee on Standby Time must (1) be ready to respond immediately to a call for service, (2) be readily available at all hours by telephone or other agreed upon communication equipment, and (3) refrain from activities which might impair his/her assigned duties upon call. The parties agree that an employee shall make a reasonable effort to arrive at District headquarters within forty-five (45) minutes from receiving a call-out. The parties agree that employees on Standby Time, as defined above, are "waiting to be engaged."
- 11.3 Standby Time covers all of the hours daily, which are not part of the regularly scheduled workday for the facility or function to which the employee is assigned standby.
- 11.4 Non-exempt employees available for call-out while on Standby will be compensated at the rate of \$3.00 per hour for all hours except those hours compensated as work hours. If an employee is called back to work while on standby, the time begins for the employee when he/she receives the call and ends when he/she returns either to his/her home or a location the same distance from the work location to his/her home if the employee is not returning home.

ARTICLE 12, SENIORITY RECOGNITION

The District recognizes seniority and provides for the following cash sums payable annually as of January 1st of each year:

After 10 years of District Service	\$300
After 15 years of District Service	\$500
After 20 years of District Service	\$700

CHAPTER 3, BENEFITS

ARTICLE 13, RETIREMENT – Public Employees’ Retirement System and Social Security/Medicare

- A. The District contracts with CalPERS to provide retirement benefits to employees in the unit. Employees who are described as “classic employees” under the Public Employees’ Retirement Law, receive the 2% at 55 benefit formula. The District provides Full Formula Cal PERS coverage for past and future service of its employees. Employees are eligible to retire at age 50.

Unit members hired on or after January 1, 2013 who are “new members” as defined in the Public Employees’ Pension Reform Act of 2013 (PEPRA), are provided the following retirement benefits: 2% @ 62 benefit formula with a three year (36 month) final compensation period. Employees may designate the highest 36 month period. Employees will pay one-half of the total normal cost rate as determined by CalPERS.

- B. The District pays the required employer contribution for employees’ retirement benefit as required by CalPERS.

Classic employees shall pay their seven percent (7%) member contribution.

- C. The District also participates in the Social Security program of the Federal government. FICA/Medicare tax will be deducted from an employee's pay as required by Federal law.

ARTICLE 14, HEALTH AND WELFARE INSURANCE

A. Life Insurance

Life insurance equivalent to the sum of \$50,000 plus one year's salary is provided by the District for each regular full-time employee upon completion of one month of continuous employment with the District and upon submission of application for membership. Employees not applying within thirty (30) days will be required to provide medical evidence of insurability.

(NOTE: There is a tax liability for life insurance in excess of \$50,000 per year.)

B. Dental Insurance

- 1. The District provides dental insurance for regular, full-time employees, his or her spouse, and unmarried dependent children under 21 years; dependent child under the age of 25 years who is enrolled as a full-time student in a college or university; and physically or mentally handicapped dependent child regardless of age, are eligible for dental coverage on the first of the month following the date of hire. Subscribing members may add new dependents within thirty-one (31) days of marriage, in the case of a new spouse or domestic partner, or the date of birth or adoption, in the case of a child.
- 2. The District's dental insurance provides orthodontia coverage for a lifetime maximum of \$2,000.00 for the employee and each dependent.

C. Disability Insurance

- 1. The District shall provide short and long term disability insurance for each employee. The District retains the right to select a plan(s) different from the current plan. Coverage commences after the employee has completed one month of continuous employment with the District and upon submission of an application for membership.
- 2. An employee eligible for disability benefits shall use available sick leave to cover time off during the 30 calendar day elimination period. After the elimination period, the employee has the option of using the balance of his/her sick leave or vacation leave to coordinate with gross income. The monthly benefit for a disability in the plan will be two-thirds of the employee's monthly base up to a maximum of \$5,500.00.

D. Medical Coverage

The District shall make every reasonable effort to provide health insurance coverage to employees in this Group subject to the District retaining the right to select a plan(s) different from the current plan.

E. Health Insurance

1. Coverage

The parties agree that the District may select an insurance plan different from the current plan. It is further agreed, however, that the current level of benefits may not be reduced by the parties during the term of this Agreement without agreement of the parties. Specific medical insurance plan information is available on the District's intranet.

2. District Contribution

The District's maximum contribution to insurance premiums shall be as set forth below. Any premium cost above the District's contribution shall be borne by the employee or retired employee. The District's maximum contribution for medical insurance shall be 98% of the Kaiser Permanente HMO Family rate. This will be applicable for the remainder of this MOU.

3. Maintenance of Effort

In the event of a statutory mandate reducing the District's financial obligation to fund medical insurance, the parties agree that the difference in money between the newly mandated level and the previous level shall continue to be available to the Unit either in the form of a cash bonus or to purchase other benefits, at the discretion of the Association.

4. Eligibility

The employee, his or her spouse, and unmarried dependent children under 21 years; dependent child under the age of 25 years who is enrolled as a full-time student in a college or university; and physically or mentally handicapped dependent child regardless of age, are eligible for hospital and medical coverage on the first of the month following the date of hire. Subscribing members may add new dependents without a health statement within thirty-one (31) days of marriage, in the case of a new spouse or domestic partner, or the date of birth or adoption, in the case of a child.

5. Extension of Coverage

The District will continue to contribute to an employee's medical, dental, vision, short term disability/long term disability and basic life insurance premium up to six (6) months during sickness or injury on the same terms and conditions as prior to the period of absence. Insurance will not be continued for leave-of-absence without pay for causes other than sickness or injury.

6. Retirees

If the parties change plans or providers there shall be no change to the level of health insurance benefits provided for District retirees.

- a. Notwithstanding the above, the parties agree that for employees hired prior to March 31, 2006 who have at least five years of LVMWD service they shall have a retiree medical contribution equal to 100% of either the employee only (if the employee does not have a dependent) or the employee plus one (if the employee has a dependent) of any District plan (then being provided). If the employee has a dependent, the employee must designate the dependent at the time of retirement. .
- b. The parties also agree that retirees and covered dependents who reach the age of 65 must enroll in Medicare Part A and B no later than one month prior to their 65th birthday. Enrollment in Part D will be required if the provider of the health plan offers premium subsidies or incentives or requires enrollment in Medicare Part D. The District will be obligated to contribute the cost of the medical premiums only for those covered as provided herein.

- c. The parties agree that employees hired after March 31, 2006 and prior to July 1, 2013, shall receive a retiree medical contribution in the amount of 75% of the PPO rate if the employee retires with at least 10 years of District service and is age 55 or older at retirement.
- d. The parties agree that for employees hired after July 1, 2013, with at least 10 years of District service who are age 55 or older at retirement, their retiree medical benefit shall be in the amount of 75% of the least expensive plan offered by the District at the time of retirement at the employee only level.

F. Vision Care

The District will provide a vision program through a third party vendor at no cost to the employee. The employee may elect to cover his or her spouse, and unmarried dependent children under 21 years; dependent child under the age of 25 years who is enrolled as a full-time student in a college or university; and physically or mentally handicapped dependent child regardless of age, are eligible for vision coverage on the first of the month following the date of hire, by paying for such coverage. Subscribing members may add new dependents thirty-one (31) days of marriage, in the case of a new spouse or domestic partner, or the date of birth or adoption, in the case of a child.

ARTICLE 15, EDUCATIONAL ASSISTANCE PROGRAM

The General Manager may authorize attendance of employees at classes at District expense where the direct benefit to the District warrants. A refund of expenditures, to a maximum of \$685.00 per class, for registration and course supplies will be made to the employee upon presentation of proof of completion with a passing grade.

ARTICLE 16, PROFESSIONAL ORGANIZATIONS REIMBURSEMENT

Employees may be reimbursed up to \$200 for personal memberships in professional organizations which benefit both the employee's field of expertise and the District by the employee's direct involvement in the organization. All requests for reimbursement should be first reviewed by the Department Head via submittal of an "Employee Reimbursement Request" form (available in Human Resources).

CHAPTER 4, LEAVES OF ABSENCE

ARTICLE 17, SICK LEAVE

Full-time, regular employees are provided sick leave with pay under the conditions outlined below.

- A. If an employee has accumulated sick leave, it shall be used for the following:
 - 1. When an employee is ill.
 - 2. When a member of an employee's immediate family is ill and the employee must care for such ill family member subject to Family Medical Leave Act policy limits.
 - 3. For visits to doctors, dentists and optometrists for physicals, treatment or preventative care.
- B. Sick leave accrual will be cumulative, without limit as to time, and if not taken in any given year, will be usable in subsequent year's employment, the purpose being to make sick leave available to an employee in times of urgent need.

- C. The amount of sick leave an employee accrues is computed to include weekends, holidays, paid vacation time and paid sick leave as continuous service.
- D. Accrual of sick leave will be at the rate of eight hours per calendar month beginning with the date of hire and computed to the date of termination, prorated to the nearest hour.
- E. The smallest unit for which sick leave will be granted will be one half-hour.
- F. An employee who is absent on sick leave may be contacted by his/her supervisor. For absences due to illness if justified in the opinion the supervisor, the employee must obtain a statement from his/her doctor stating: (a) that the employee could not work during the period of absence; and (b) that the employee is now able to return to work.
- G. Frequent use of short periods of sick leave is indicative of inability to perform as expected by the District and may result in dismissal for lack of reliability.
- H. Sick Leave Buy-Back
An employee may receive payment for unused sick leave under the following conditions:
 1. The employee must have earned and have current credit for one hundred and sixty (160) hours of unused sick leave, and the employee must have used 48 or fewer sick leave hours during the period of December 1 to November 30 of the past year. If each of these conditions is met, the employee shall receive pay at his or her base rate for 32 hours of unused sick leave. The 32 hours of sick leave which are converted to pay shall be deducted from the employee's sick leave accumulation. The remaining unused and unpaid sick leave shall be added to the employee's sick leave accumulation balance.
 2. The employee must have earned and have current credit for two hundred (200) hours of unused sick leave, and the employee must have used no sick leave between 1 December and 30 November of the past year. If each of the conditions is met, the employee shall receive pay at his/her base rate for 48 hours of unused sick leave. The 48 hours of sick leave which are converted to pay shall be deducted from the employee's sick leave accumulation. The remaining unused and unpaid sick leave shall be added to the employee's sick leave accumulation balance.
- I. Sick Leave Payoff Upon Voluntary Termination of Employment
A program is provided for payment, upon voluntary resignation with notice, retirement or death, for accrued but unused sick leave. Vesting in the sick leave program and payment therefore will be on the following basis.
 1. After five years of full-time, regular employment with the District (the sixth year), an employee will be paid, upon voluntary termination, retirement or death, for 25% of all hours of accrued but unused sick leave at the rate of his/her then current base rate. An additional 5% of all hours of accrued but unused sick leave of his/her salary will be paid for each additional completed year of service.
 2. Upon completion of 20 years of service with the District, the employee would be paid for 100% of unused sick leave.

3. An employee who leaves the District through retirement shall have the option of (1) being paid for accrued but unused sick leave in accord with above and with the balance, if any, being applied as PERS retirement credit, or (2) receiving no payment and instead having all accrued but unused sick leave applied as PERS retirement credit.

ARTICLE 18, VACATION

Vacations are subject to approval of the Supervisor, employees will be granted vacation leave with pay, if they have enough accrued vacation time to cover the amount of leave requested.

A. Accrual

The number of hours an employee accrues for vacation leave with pay is computed as follows:

1. Full-time regular employees shall accrue vacation on the following basis. Part-time regular employees shall accrue vacation on a pro-rated basis.

During Service Years	Annual Accrued Hours	Hours Accrued at end of Each Pay Period <u>(based on 26 pay periods)</u>
1,2&3	104	4.00
4,5 & 6	112	4.31
7, 8 & 9	120	4.62
10, 11 & 12	128	4.92
13,14 & 15	136	5.23
16, 17 & 18	144	5.54
19, 20 & 21	152	5.85
22, 23 & 24	160	6.15
25 & above	168	6.46

2. The maximum number of vacation hours that may be earned in any year is 168.
3. Accrual of vacation time will be by month beginning with the date of hire and computed to the date of termination, pro-rated to the nearest one-half day.

B. The vacation leave time earned each year will be available to the employee for vacation or may be accrued, wholly or partially, in the employee's Leave Account.

C. Normally, no more than 311 hours will be permitted to accrue in an employee's Leave Account.

D. The maximum vacation an employee can take is 21 consecutive working days, unless special circumstances warrant approval by the General Manager for a longer period.

- E. Pay during vacation leave will be at the monthly rate currently paid the employee at the time the vacation is taken.
- F. When an employee is discharged or terminated, he/she will be paid for his/her accumulated vacation leave at his/her then current rate of pay.
- G. In computing the amount of vacation leave accrual, holidays, weekends, paid vacation time and paid sick leave will be included as continuous service.
- H. Vacation generally cannot be taken in lieu of sick leave except in certain family leave qualifying events.

ARTICLE 19, LEAVES OF ABSENCE

- A. A leave of absence without pay may be granted by department heads for up to 40 hours within a fiscal year. Such leaves do not require the General Manager’s approval.
- B. Such leave without pay must be pre-approved before the time can actually be used. Also, such leaves may be taken even if the employee has existing comp time or vacation on the books. In no case, may a leave of absence without pay exceed 40 hours in a fiscal year without the General Manager’s approval.
- C. In addition, leave without pay may be granted by the General Manager and shall not exceed a continuous period of 30 calendar days, except for extended unpaid sick leave, military leave, pregnancy leave, parental leave, and family and medical leave.
- D. Vacation and sick leave benefits are not earned nor holidays paid during leave without pay. Leave of absence without pay includes unpaid sick leave, military leave, pregnancy leave, parental leave, and family and medical leave or any other leave where the District is not paying wages to the employee.

ARTICLE 20, HOLIDAYS

- A. The District shall observe the holidays listed below and upon which the District is normally closed:

- January 1
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day and the following Friday
- December 24
- December 25
- December 31

- B. If any of the holidays set forth above falls on the first day of an employee's weekend, the holiday will be observed on the previous work day.
- C. If any of the holidays set forth above falls on the last day of an employee's weekend, the holiday will be observed on the following work day.
- D. A weekend is any two or three regularly scheduled consecutive days off. An employee working a 9/80 workweek will alternate between two and three-day weekends.
- E. The December 24/25 and December 31/January 1 holidays often provide four consecutive days off for employees. If the holiday schedule provides four-day weekend for employees with Monday through Friday schedules then the District will try to schedule four consecutive days off for employees working an irregular workweek.

ARTICLE 21, BEREAVEMENT LEAVE

An employee may be provided up to 27 hours paid leave to attend the funeral of a member of the employee's immediate family. "Immediate family" is designated as the spouse/registered domestic partner, child, parent, sibling, grandparent or grandchild of the employee or the employee's spouse/registered domestic partner. If additional time off is required, the employee may request sick leave.

ARTICLE 22, JURY DUTY

Full-time, regular employees will be paid his/her regular salary while he/she is on jury duty for up to 40 hours per fiscal year, less the amount received from the Court for such service as a juror. An attendance record from the Court for the time spent on jury duty and a copy of the check for such service must be submitted to the District's payroll section. The amount received from the Court for service as a juror will be deducted from the employee's paycheck following completion of such service.

CHAPTER 5, EMPLOYEE/EMPLOYER RELATIONS

ARTICLE 23, DISCIPLINARY PROCEDURE

Disciplinary action should be initiated when the employee's performance or conduct falls short or below expected standards of performance or conduct. The seriousness of the offense and prior discipline or corrective actions will be considered in determining the level of disciplinary action required.

Generally, the following sequence will be followed in the process of correcting performance or conduct. It is highly recommended that the Human Resources Manager be consulted prior to initiating any disciplinary actions,

A. Supervisor Conference

1. The supervisor will confer with the employee about the areas needing improvement and reach a clear understanding of expectations, which will be reduced to writing, to bring the performance or conduct to acceptable standards. Depending on the seriousness of the employee's substandard performance or conduct, the supervisor may document the discussion in writing.

2. In some cases, especially if counseling fails to result in marked improvement, the supervisor may initiate a Performance Improvement Plan (PIP). The PIP will include 1) a description of the areas in which the employee is not meeting expectations, 2) a description of what the employee must do to meet performance expectations, 3) the time period (generally no more than 90 days) to attain the expected performance expectations, and 4) a statement of the consequences of failing to bring the performance expectations to acceptable level. Both the supervisor and the employee must sign the PIP.

B. Reprimands

In the event the supervisor's counseling, warning, or PIP does not result in improvement of performance to acceptable levels, the supervisor may prepare a written reprimand. The supervisor shall submit the written reprimand to the Division Manager or Department Head. After reviewing the reprimand, the Division Manager or Department Head, depending on the seriousness of circumstances and the facts, may call for a meeting with the employee and the supervisor to discuss the charges and obtain the employee's side of the issues. The Division Manager or Department Head will then issue a decision to authorize the reprimand or render a different decision. The written reprimand will put the employee on notice that failure to correct performance or conduct may result in more serious disciplinary actions, up to and including termination.

1. Notwithstanding the above, a reprimand may be issued to an employee without prior counseling or warning depending on the seriousness of the offense, performance, or conduct.
2. An employee has the right to respond in writing and have the response attached to the reprimand as part of the personnel file.

C. Severe Disciplinary Actions

1. Severe disciplinary actions are defined as demotion/transfer, suspension without pay, or termination.
2. The District may impose disciplinary actions on a case by case basis when warnings, reprimands, or other corrective actions have failed to improve expected standards of performance or conduct, or when the offense, conduct or violation is deemed to be severe and warrants discipline up to and including termination. The severity of the disciplinary action will consider the employee's previous history of performance, conduct and disciplinary actions.
3. A Division Manager may recommend severe disciplinary actions to the Department Head. It is the responsibility of the Department Head in consultation with the Human Resources Manager and, where appropriate, the Division Manager, to prepare the documentation and notice of proposed disciplinary action. The Department Head will meet with the employee to review the proposed disciplinary action and hear any response by the employee.
4. Unless rescinded by the Department Head, the employee may appeal the proposed disciplinary action to the General Manager within seven calendar days. The General Manager will schedule a meeting with the employee within seven calendar days of receiving notice of the appeal. The General Manager will render a written decision within seven calendar days of the meeting.

5. The employee may appeal the General Manager's decision to the Board of Directors by giving written notice to the General Manager within seven calendar days of receipt of the General Manager's written decision. The Board of Directors will consider the appeal at one or more regularly or specially scheduled meetings within a reasonable period of time. The decision of the Board is final.

ARTICLE 24, GRIEVANCE PROCEDURE

A grievance is a claim by one or more persons of a violation, misinterpretation or inequitable application of the rules and regulations or memorandum of understanding applicable to the employees. A dispute over the terms of the Agreement or a dispute concerning a performance evaluation shall not constitute a grievance.

A. Processing the Grievance -- Step No. 1 Informal Discussion with Supervisor:

1. The grievance shall first be discussed on an informal basis by the aggrieved with his/her immediate Supervisor within 7 calendar days from the date of the action causing the grievance. The immediate Supervisor shall respond within 7 calendar days. Every effort shall be made to resolve the grievance between the employee and his/her immediate Supervisor.
2. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the Department or Division Head within 7 calendar days after receipt of the immediate Supervisor's response.

B. Processing the Grievance -- Step No. 2 Review by Division or Department Head or designee:

1. Within 7 calendar days after receiving the written grievance, the Department or Division Head shall meet with all parties concerned, and they shall thoroughly discuss the grievance.
2. The Department or Division Head shall give his/her written decision within 7 calendar days after the discussion.

C. Processing the Grievance -- Step No. 3 Review by General Manager:

1. If the grievance has not been satisfactorily resolved by the Department or Division Head, the grievance may be submitted to the General Manager within 7 calendar days. Within 7 calendar days after receiving the written grievance, the General Manager shall schedule a meeting with all parties concerned, and they shall thoroughly discuss the grievance.
2. The General Manager shall give his written decision within 7 calendar days. If the aggrieved feels that the decision of the General Manager is unjust, a final appeal may be made to the Board of Directors within 7 calendar days. The decision of the board is final.

- D. The employee at any step of the grievance procedure may represent himself/herself, may be represented by a fellow employee, attorney, or any other person he/she may choose. Employee representatives must take pre-approved time off.
- E. The time limitations are designed to quickly settle a grievance. Time limitations may be extended by agreement of both parties in writing. If at any stage of the grievance procedure the employee is dissatisfied with the decision rendered, it shall be the grievant's responsibility to submit the grievance to the next designated level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the grievance shall be considered resolved. The grievant shall promptly proceed to the next step if the immediate Supervisor or Department or Division Head or General Manager fails to respond within the time limits specified, unless prior mutually agreeable arrangements are made.

ARTICLE 25, LAYOFFS

In the event the work load of the District decreases to the point where lay-off of otherwise satisfactory employees is required, lay-offs within each classification will be determined by the General Manager on the basis of merit, as determined by his/her performance reports for his/her current classification, and will be subject to two weeks' notice or severance pay, at the discretion of the employee. For 24 months employees so laid off will be called to resume work prior to District recruiting to fill jobs created by an increase in the District's workload for the classification in question.

ARTICLE 26, PEACEFUL PERFORMANCE

- A. The parties recognize and acknowledge that many of the services performed by the employees covered by this Agreement are essential to the public health, safety and general welfare of the residents within the District service area.
- B. Consequently, the Association agrees that under no circumstances will it recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, slow-down or picketing (hereinafter collectively referred to as work-stoppage), in any office, or facility of the District, not to curtail any work or restrict any production, or interfere with any operation of the District during any period in which an Agreement is in effect, or during any period in which an expired Agreement has remained in effect while the parties negotiate a successor Agreement.
- C. In the event of any such work-stoppage by any member of the Unit, the District shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.
- D. In the event of any such work-stoppage during the term of this Agreement, whether by, the Association or by any member of the bargaining unit, the Association, by its officers, shall immediately declare in writing and publicize that such work-stoppage is contrary to the Agreement and unauthorized and further direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon the District.
- E. If in the event of a work-stoppage, the Association promptly and in good faith performs the obligations of this Section, and, providing, the Association has not otherwise authorized,

permitted or encouraged such work-stoppage, the Association shall not be liable for any damages caused by the violation of this Section.

- F. However, the District shall have the right to discipline, subject to due process, including discharge, any employee who instigates, participates in, or gives leadership to, work-stoppage activity herein prohibited.
- G. The District and the Association shall have the right to seek full legal redress.

ARTICLE 27, PERFORMANCE

Each District employee is expected to:

- A. Work in harmony with his/her supervisor and fellow employees.
- B. Not use District facilities or time during which he/she is being paid by the District, on personal projects.
- C. Refrain from activities or personal conduct on the job that would cast discredit on the District, its management, or employees.

ARTICLE 28, SEPARATION FROM THE DISTRICT

- A. An employee resigning or leaving work without two weeks' notice will be considered discharged insofar as the application of these rules and regulations is concerned.
- B. Resignations will be effective upon the last day worked, and payment will be made on the next pay day for any accrued vacation leave.
- C. An employee separating from the District in good standing is expected to refrain from using paid time off during the final two weeks of his or her tenure with the District.

ARTICLE 29, FULL UNDERSTANDING, MODIFICATION AND WAIVER

- A. It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters in this Agreement, and any prior or existing understanding or agreements, whether formal or informal, regarding such matters are superseded and terminated.

Management will continue to administer the formal and informal terms and conditions of employment in a reasonable manner.

- B. The Association and the District agree that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of employee-employer relations. Therefore, this Agreement represents the only Agreement of the parties which may provide for changes in terms and conditions of employment as a result of negotiations and/or actual adoption and implementation of the provisions of this Agreement.
- C. During the term of this Agreement, neither the District nor the Association shall be obligated to Meet and Confer on any matter:

- 1. Whether or not specifically referred to in this Agreement;

2. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
 3. Whether or not the matters were proposed and later withdrawn during negotiations.
 4. Notwithstanding the above, the parties agree that following the completion of the compensation study, either party may request to reopen the MOU and commence negotiations for a successor agreement to this MOU. During this reopener, all matters contained in this Agreement may be subject to negotiation and each party will have the ability to present proposals on any subject or matter within the scope of employee-employer relations.
- D. No change to this Agreement will be binding upon either party unless made in writing and signed by the parties
- E. The waiver of appeal of any breach of any term or condition of this Agreement by either party shall not constitute a precedent or in any way bar the future enforcement of all contractual terms and provisions.

ARTICLE 30, DISTRICT RIGHTS

It is the exclusive right of the District to determine the mission of each of its constituent departments, board, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the District to direct its employees and evaluate their work performance, take disciplinary action for cause, relieve its employees from duty because of lack of work or for cause, and determine the methods, means and personnel by which the District's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 31, EMPLOYEE RIGHTS

Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations, and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of his/her exercise of these rights.

**For Las Virgenes Manager, Supervisor,
Professional and Confidential
Employees Association:**

For Las Virgenes MWD:

**Authorized to accept this Memorandum of Understanding on behalf of the Las Virgenes
Municipal Water District Board of Directors, at their meeting of June 12, 2018.**

**David W. Pedersen
General Manager**

Date

Approval as to form:

**W. Keith Lemieux
Legal Counsel**

Date

Appendix A
Supervisors, Professionals and Confidential Classifications- covered by this Agreement
Hourly Salary Table – June 2, 2018

Classification	Range	Entry	Control
Administrative Services Coordinator	M83	\$43.222	\$56.188
Assistant Engineer	M79	\$41.533	\$53.993
Associate Engineer	M92	\$47.271	\$61.452
Chief Water Reclamation Plant Operator	M88	\$45.425	\$59.052
Compost Operations Supervisor	M83	\$43.222	\$56.188
Construction Supervisor	M83	\$43.222	\$56.188
Customer Service Operations Supervisor	M83	\$43.222	\$56.188
Customer Service Program Supervisor	M83	\$43.222	\$56.188
Electrical/Instrumentation Supervisor	M83	\$43.222	\$56.188
Environmental Analyst I	M59	\$34.041	\$44.253
Environmental Analyst II	M74	\$39.518	\$51.373
Facilities Maintenance Supervisor	M83	\$43.222	\$56.188
Financial Analyst	M83	\$43.222	\$56.188
Human Resources Analyst I	M59	\$34.041	\$44.253
Human Resources Analyst II	M74	\$39.518	\$51.373
Junior Engineer	M66	\$36.495	\$47.443
Laboratory Supervisor	M88	\$45.425	\$59.052
Management Analyst I	M59	\$34.041	\$44.253
Management Analyst II	M74	\$39.518	\$51.373
Public Affairs Associate	M80	\$41.950	\$54.535

Purchasing Supervisor	M59	\$34.041	\$44.253
SCADA Analyst	M79	\$41.533	\$53.993
Senior Accountant	M74	\$39.518	\$51.373
Senior Engineer	M100	\$51.052	\$66.367
Systems Analyst	M82	\$42.792	\$55.630
Water Conservation Coordinator	M83	\$43.222	\$56.188
Water Systems Supervisor	M83	\$43.222	\$56.188



MEMORANDUM OF UNDERSTANDING

MANAGEMENT UNIT

June 1, 2018 – December 31, 2018

Table of Contents

CHAPTER 1, GENERAL PROVISIONS 1
ARTICLE 1, TERM 1
ARTICLE 2, RECOGNITION 1
ARTICLE 3, CLASSIFIED POSITIONS 1
ARTICLE 4, PROVISIONS OF LAW 1
ARTICLE 5, RENEGOTIATIONS 2

CHAPTER 2, COMPENSATION 2
ARTICLE 6, COMPENSATION 2
ARTICLE 7, MOVEMENT ON THE SALARY SCHEDULE 2
ARTICLE 8, DEFERRED COMPENSATION PLAN 2
ARTICLE 9, SALARY ADMINISTRATION 2
ARTICLE 10, SENIORITY RECOGNITION 4

CHAPTER 3, BENEFITS 4
ARTICLE 11, RETIREMENT – Public Employees Retirement System and Social Security/Medicare 4
ARTICLE 12, HEALTH AND WELFARE INSURANCE 5
ARTICLE 13, EDUCATIONAL ASSISTANCE PROGRAM 7
ARTICLE 14, PHYSICAL FITNESS PROGRAM 7
ARTICLE 15, PROFESSIONAL ORGANIZATIONS REIMBURSEMENT 7

CHAPTER 4, LEAVES OF ABSENCE 8
ARTICLE 16, SICK LEAVE 8
ARTICLE 17, VACATION 9
ARTICLE 18, LEAVES OF ABSENCE 10
ARTICLE 19, HOLIDAYS 10
ARTICLE 20, MANAGEMENT LEAVE 11
ARTICLE 21, BEREAVEMENT LEAVE 11
ARTICLE 22, JURY DUTY 11

CHAPTER 5, EMPLOYER/EMPLOYEE RELATIONS 12
ARTICLE 23, DISCIPLINARY PROCEDURE 12
ARTICLE 24, GRIEVANCE PROCEDURE 13
ARTICLE 25, LAYOFFS 14
ARTICLE 26, PEACEFUL PERFORMANCE 14
ARTICLE 27, PERFORMANCE 15
ARTICLE 28, SEPARATION FROM THE DISTRICT 15
ARTICLE 29, AT WILL EMPLOYEES 15
ARTICLE 30, FULL UNDERSTANDING, MODIFICATION AND WAIVER 16
ARTICLE 31, DISTRICT RIGHTS 16
ARTICLE 32, EMPLOYEE RIGHTS 17

Appendix A 19

MANAGEMENT UNIT MOU

CHAPTER 1, GENERAL PROVISIONS

ARTICLE 1, TERM

The provisions of this Agreement shall commence on June 1, 2018, unless another implementation date is specified within the Agreement, and shall expire and fully terminate on December 31, 2018.

ARTICLE 2, RECOGNITION

- A. Pursuant to the provisions of the Employee Relations Ordinance of the Las Virgenes Municipal Water District, and applicable State Law, on July 28, 2009, the Las Virgenes Municipal Water District Board of Directors accepted employee petitions to designate the Las Virgenes Manager, Supervisor, Professional and Confidential Employees Association (M/SPC) as the representative of the Management Unit.
- B. Management hereby recognizes the M/SPC Association (hereinafter "Association") as the exclusive representative of the employees in said Unit.
- C. The term "employee(s)" as used herein shall refer only to employees employed by the District in said Unit in the employee classifications comprising said Unit as listed in Appendix A.

ARTICLE 3, CLASSIFIED POSITIONS

- A. All employees of the District covered by terms of this Agreement will hold classified positions with salary ranges to be established by the Board of Directors, and, within the limits so established, the General Manager is authorized, from time to time, to employ, classify, re-classify, and to fix and determine the salaries of individual employees of the District as the General Manager may, in his discretion, determine such employees merit.
- B. Positions held by employees covered by the terms of this Agreement shall be classifications listed in Appendix A. Any additional classifications developed during the term of this Agreement and designated by the District as part of this Unit shall be added to those classifications (Appendix A). The Association shall be notified at least five (5) days before final adoption by the District Board when a classification in this Unit is developed or eliminated.

ARTICLE 4, PROVISIONS OF LAW

It is agreed and understood that this Agreement is subject to all current and future applicable federal, state, and county laws, rules and regulations. If any part of this Agreement is in conflict or inconsistent with such above applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal with jurisdiction, such part or provision shall be suspended and superseded by such applicable law, rule or regulation, and the remainder of this Agreement shall not be affected.

ARTICLE 5, RENEGOTIATIONS

Successor Agreement: Negotiations for a successor agreement shall commence between September 1 and October 1 of the last year of the term of this Agreement or other time as agreed to by the parties.

CHAPTER 2, COMPENSATION

ARTICLE 6, COMPENSATION

Effective the beginning of the pay period following Board approval of this Agreement, all salary ranges for classifications in the bargaining unit shall increase by 3.5%. All employees in the bargaining unit shall receive an increase to his/her base salary of 3.5%.

ARTICLE 7, MOVEMENT ON THE SALARY SCHEDULE

- A. Individual movement of employees within established pay range shall be based on performance and upon recommendation of each employee's supervisory line, and shall not be automatic.
- B. Employees shall generally be evaluated in July of each year regardless of hire date or previous promotion date except for newly promoted or hired employees as per Article 26, Salary Administration. Employees may be evaluated at any time by their supervisor.

ARTICLE 8, DEFERRED COMPENSATION PLAN

- A. Employees may elect to participate in the District's Deferred Compensation Plan.
- B. Participation in deferred compensation commences the month following sign-up for new employees.
- C. Employees are eligible to have \$125.00 or 3% of their base salary matched per pay period on a \$1 to \$1 basis, whichever is greater.
- D. For employees newly promoted or hired to positions at a date other than January 1, the District payment per calendar year shall be pro-rated for partial year employment.

The parties agree that the side letter of agreement signed in December 2015, which modified Article 8, is incorporated by reference and continues through the term of this Agreement.

ARTICLE 9, SALARY ADMINISTRATION

- A. Classifications shall be assigned to a salary range consisting of a minimum and a maximum amount of compensation for that range.
- B. Newly Hired Employee
 - 1. A newly hired employee shall be compensated commensurate with his/her experience, skills, ability, education, and salary history. An exceptional candidate hired above the midrange of the salary range must have the approval of the General Manager.

2. A new employee shall be eligible for a merit performance review upon six months of employment and at one year of employment. The merit increase shall follow the guidelines below taking into account the quartile the employee is hired at and the overall performance rating:

SALARY QUARTILES				
	<u>0-25%</u>	<u>26-50%</u>	<u>51-75%</u>	<u>75% - Control Point</u>
	1	2	3	4
Performance Rating				
Proficient	7%	6%	5%	4%
Highly Effective	8%	7%	6%	5%
Superior	Increase may be above guideline at manager discretion			

After the first full year, the employee shall be reviewed for merit each July 1. Increases shall be prorated on a 1/12 basis so that employee shall not exceed 12 months without a merit review. Example: an employee hired in April will have an annual merit review at six months then April again for the first year. In July the employee will be eligible for a merit increase adjustment equal to 2/12 of the last increase. If the last increase was 5%, then the increase will be 0.83 %. Thereafter, the employee will be on a July 1 review cycle.

3. A prorated increase of 6 months or longer shall require a new performance evaluation.
4. In no event shall any merit increase exceed the control point for the classification.

C. Newly Promoted Employee

1. A newly promoted employee shall generally receive a 5% increase or the minimum of the classification, but cannot exceed the control point of the higher classification.
2. A newly promoted employee shall be eligible for a merit performance review after six months and after one year in the new position. The guidelines for merit performance increases in B-2 shall apply to newly promoted employees.

D. Salary Increase Not Granted

When a salary increase is not granted due to the employee not meeting performance expectations, the supervisor shall set a date for a special review outlining performance improvements that must be achieved. If the special review is at a minimum considered to be overall proficient, the supervisor may grant a salary increase but it shall not be retroactive.

E. Salary for Out of Class Assignment

1. When, in the determination of the Department Head and with the approval of the General Manager, it is necessary to specifically assign to an employee in writing all of the significant duties of a higher classification for at least four (4) workweeks in a three month period, the employee so assigned shall be compensated at the minimum rate established for the higher classification or 5% above the employee's regular base rate of pay, whichever is greater, with

pay effective upon the date of the change of assignment. For purposes of this Article, the out-of-class workweek shall begin on the day the employee begins the duties of the higher classification, as specified in the written assignment. At the time an employee returns to his/her regular position, his/her salary should reflect the same salary rate he/she had previously, with any merit or salary adjustments added as appropriate. At any time during the out-of-class appointment, an employee may be reassigned from that appointment without the right of appeal or hearing.

2. An employee performing in an approved out of class assignment will be entitled to pro-rated benefits, when applicable.

F. Priority of Increases

When more than one personnel action involving changes in an employee's salary status becomes effective on the same day, all changes shall be in accordance with the provisions of the preceding sections of this article, and shall take place in the following order of precedence: 1) merit increase 2) promotion, demotion, or reclassification 3) adjustment to salary range.

ARTICLE 10, SENIORITY RECOGNITION

The District recognizes seniority and provides for the following cash sums payable annually as of January 1st of each year:

After 10 years of District Service	\$300
After 15 years of District Service	\$500
After 20 years of District Service	\$700

CHAPTER 3, BENEFITS

ARTICLE 11, RETIREMENT – Public Employees Retirement System and Social Security/Medicare

- A. The District contracts with CalPERS to provide retirement benefits to employees in the unit. Employees who are described as “classic employees” under the Public Employees’ Retirement Law, receive the 2% at 55 benefit formula. The District provides Full Formula Cal PERS coverage for past and future service of its employees. Employees are eligible to retire at age 50.

Unit members hired on or after January 1, 2013 who are “new members” as defined in the Public Employees’ Pension Reform Act of 2013 (PEPRA), are provided the following retirement benefits: 2% @ 62 benefit formula with a three year (36 month) final compensation period. Employees may designate the highest 36 month period. Employees will pay one-half of the total normal cost rate as determined by CalPERS.

- B. The District pays the required employer contribution for employees’ retirement benefit as required by CalPERS.

Employees shall pay their seven percent (7%) member contribution.

- C. The District also participates in the Social Security program of the Federal government. FICA/Medicare tax will be deducted from an employee's pay as required by Federal law.

ARTICLE 12, HEALTH AND WELFARE INSURANCE

A. Life Insurance

Life insurance equivalent to the sum of \$50,000 plus one year's salary is provided by the District for each regular full-time employee upon completion of one month of continuous employment with the District and upon submission of application for membership. Employees not applying within thirty (30) days will be required to provide medical evidence of insurability.

(NOTE: There is a tax liability for life insurance in excess of \$50,000 per year.)

B. Dental Insurance

- 1. The District provides dental insurance for regular, full-time employees, his or her spouse, and unmarried dependent children under 21 years; dependent child under the age of 25 years who is enrolled as a full-time student in a college or university; and physically or mentally handicapped dependent child regardless of age, are eligible for dental coverage on the first of the month following the date of hire. Subscribing members may add new dependents within thirty-one (31) days of marriage, in the case of a new spouse or domestic partner, or the date of birth or adoption, in the case of a child.
- 2. The District's dental insurance provides orthodontia coverage for a lifetime maximum of \$2,000.00 for the employee and each dependent.

C. Disability Insurance

- 1. The District shall provide short and long term disability insurance for each employee. The District retains the right to select a plan(s) different from the current plan. Coverage commences after the employee has completed one month of continuous employment with the District and upon submission of an application for membership.
- 2. An employee eligible for disability benefits shall use available sick leave to cover time off during the 30 calendar day elimination period. After the elimination period, the employee has the option of using the balance of his/her sick leave or vacation leave to coordinate with gross income. The monthly benefit for a disability in the plan will be two-thirds of the employee's monthly base up to a maximum of \$7,300.00.

D. Medical Coverage

The District shall make every reasonable effort to provide health insurance coverage to employees in this Group subject to the District retaining the right to select a plan(s) different from the current plan.

E. Health Insurance

1. Coverage

The parties agree that the District may select an insurance plan different from the current plan. It is further agreed, however, that the current level of benefits may not be reduced by the parties during the term of this Agreement without agreement of the parties. Specific medical insurance plan information is available on the District's

intranet.

2. District Contribution

The District's maximum contribution to insurance premiums shall be as set forth below. Any premium cost above the District's contribution shall be borne by the employee or retired employee.

The District's maximum contribution for medical insurance shall be 98% of the Kaiser Permanente HMO Family rate. This will be applicable for the remainder of this MOU.

3. Maintenance of Effort

In the event of a statutory mandate reducing the District's financial obligation to fund medical insurance, the parties agree that the difference in money between the newly mandated level and the previous level shall continue to be available to the Unit either in the form of a cash bonus or to purchase other benefits, at the discretion of the Association.

4. Eligibility

The employee, his or her spouse, and unmarried dependent children under 21 years; dependent child under the age of 25 years who is enrolled as a full-time student in a college or university; and physically or mentally handicapped dependent child regardless of age, are eligible for hospital and medical coverage on the first of the month following the date of hire. Subscribing members may add new dependents without a health statement within thirty-one (31) days of marriage, in the case of a new spouse or domestic partner, or the date of birth or adoption, in the case of a child.

5. Extension of Coverage

The District will continue to contribute to an employee's medical, dental, vision, short term disability/long term disability and basic life insurance premium up to six (6) months during sickness or injury on the same terms and conditions as prior to the period of absence. Insurance will not be continued for leave-of-absence without pay for causes other than sickness or injury.

6. Retirees

If the parties change plans or providers there shall be no change to the level of health insurance benefits provided for District retirees.

a. Notwithstanding the above, the parties agree that for employees hired prior to March 31, 2006 who have at least five years of LVMWD service they shall have a retiree medical contribution equal to 100% of either the employee only (if the employee does not have a dependent) or the employee plus one (if the employee has a dependent) of any District plan (then being provided). If the employee has a dependent, the employee must designate the dependent at the time of retirement. .

b. The parties also agree that retirees and covered dependents who reach the age of 65 must enroll in Medicare Part A and B no later than one month

prior to their 65th birthday. Enrollment in Part D will be required if the provider of the health plan offers premium subsidies or incentives or requires enrollment in Medicare Part D. The District will be obligated to contribute the cost of the medical premiums only for those covered as provided herein.

- c. The parties agree that employees hired after March 31, 2006 and prior to July 1, 2013, shall receive a retiree medical contribution in the amount of 75% of the PPO rate if the employee retires with at least 10 years of District service and is age 55 or older at retirement.
- d. The parties agree that for employees hired after July 1, 2013, with at least 10 years of District service who are age 55 or older at retirement, their retiree medical benefit shall be in the amount of 75% of the least expensive plan offered by the District at the time of retirement at the employee only level.

F. Vision Care

The District will provide a vision program through a third party vendor at no cost to the employee. The employee may elect to cover his or her spouse, and unmarried dependent children under 21 years; dependent child under the age of 25 years who is enrolled as a full-time student in a college or university; and physically or mentally handicapped dependent child regardless of age, are eligible for vision coverage on the first of the month following the date of hire, by paying for such coverage. Subscribing members may add new dependents thirty-one (31) days of marriage, in the case of a new spouse or domestic partner, or the date of birth or adoption, in the case of a child.

ARTICLE 13, EDUCATIONAL ASSISTANCE PROGRAM

The General Manager may authorize attendance of employees at classes at District expense where the direct benefit to the District warrants. A refund of expenditures, to a maximum of \$685.00 per class, for registration and course supplies will be made to the employee upon presentation of proof of completion with a passing grade.

ARTICLE 14, PHYSICAL FITNESS PROGRAM

An amount of \$500 shall be made available to employees covered by this Agreement every July 1st for payment of costs with primary emphasis on preventive health maintenance, relative to obtaining/receiving a comprehensive physical examination. In general, expenses may be reimbursed to the employee when incurred relative to receipt of a medical examination and required exam-related follow up procedures/activities to the extent such expenses are not covered by the employee's District-provided medical insurance coverage. Costs not covered by the dental or vision care programs are not reimbursable under this benefit.

ARTICLE 15, PROFESSIONAL ORGANIZATIONS REIMBURSEMENT

Employees may be reimbursed up to \$200 for personal memberships in professional organizations which benefit both the employee's field of expertise and the District by the employee's direct involvement in the organization. All requests for reimbursement should be first reviewed by Department Heads via submittal of an "Employee Reimbursement Request" form (available in Human Resources).

CHAPTER 4, LEAVES OF ABSENCE

ARTICLE 16, SICK LEAVE

Full-time, regular employees are provided sick leave with pay under the conditions outlined below.

- A. If an employee has accumulated sick leave, it shall be used for the following:
 - 1. When an employee is ill.
 - 2. When a member of an employee's immediate family is ill and the employee must care for such ill family member subject to Family Medical Leave Act policy limits.
 - 3. For visits to doctors, dentists and optometrists for physicals, treatment or preventative care.
- B. Sick leave accrual will be cumulative, without limit as to time, and if not taken in any given year, will be usable in subsequent year's employment, the purpose being to make sick leave available to an employee in times of urgent need.
- C. The amount of sick leave an employee accrues is computed to include weekends, holidays, paid vacation time and paid sick leave as continuous service.
- D. Accrual of sick leave will be at the rate of eight hours per calendar month beginning with the date of hire and computed to the date of termination, prorated to the nearest hour.
- E. An employee who is absent on sick leave may be contacted by his/her supervisor. For absences due to illness, if justified in the opinion the supervisor, the employee must obtain a statement from his/her doctor stating: (a) that the employee could not work during the period of absence; and (b) that the employee is now able to return to work.
- F. Frequent use of short periods of sick leave is indicative of inability to perform as expected by the District and may result in dismissal for lack of reliability.
- G. Sick Leave Payoff Upon Voluntary Termination of Employment
A program is provided for payment, upon voluntary resignation with notice, retirement or death, for accrued but unused sick leave. Vesting in the sick leave program and payment therefore will be on the following basis.
 - 1. After five years of full-time, regular employment with the District (the sixth year), an employee will be paid, upon voluntary termination, retirement or death, for 25% of all hours of accrued but unused sick leave at the rate of his/her then current base rate. An additional 5% of all hours of accrued but unused sick leave of his/her salary will be paid for each additional completed year of service.
 - 2. Upon completion of 20 years of service with the District, the employee would be paid for 100% of unused sick leave.
 - 3. An employee who leaves the District through retirement shall have the option of (1) being paid for accrued but unused sick leave in accord with above and with the

balance, if any, being applied as PERS retirement credit, or (2) receiving no payment and instead having all accrued but unused sick leave applied as PERS retirement credit.

ARTICLE 17, VACATION

Vacations are subject to approval of the Supervisor, employees will be granted vacation leave with pay, if they have enough accrued vacation time to cover the amount of leave requested.

A. Accrual

The number of hours an employee accrues for vacation leave with pay is computed as follows:

1. Full-time regular employees shall accrue vacation on the following basis. Part-time regular employees shall accrue vacation on a pro-rated basis.

During Service Years	Annual Accrued Hours	Hours Accrued at end of Each Pay Period <i>(based on 26 pay periods)</i>
1,2&3	104	4.00
4,5 & 6	112	4.31
7, 8 & 9	120	4.62
10, 11 & 12	128	4.92
13,14 & 15	136	5.23
16, 17 & 18	144	5.54
19, 20 & 21	152	5.85
22, 23 & 24	160	6.15
25 & above	168	6.46

2. The maximum number of vacation hours that may be earned in any year is 168.
3. Accrual of vacation time will be by month beginning with the date of hire and computed to the date of termination, pro-rated to the nearest one-half day.

B. The vacation leave time earned each year will be available to the employee for vacation or may be accrued, wholly or partially, in the employee's Leave Account.

C. Normally, no more than 311 hours will be permitted to accrue in an employee's Leave Account.

D. The maximum vacation an employee can take is 21 consecutive working days, unless special circumstances warrant approval by the General Manager for a longer period.

- E. Pay during vacation leave will be at the monthly rate currently paid the employee at the time the vacation is taken.
- F. When an employee is discharged or terminated, he/she will be paid for his/her accumulated vacation leave at his/her then current rate of pay.
- G. In computing the amount of vacation leave accrual, holidays, weekends, paid vacation time and paid sick leave will be included as continuous service.
- H. Vacation generally cannot be taken in lieu of sick leave except in certain family leave qualifying events.

ARTICLE 18, LEAVES OF ABSENCE

- A. A leave of absence without pay may be granted by department heads for up to 40 hours within a fiscal year. Such leaves do not require the General Manager’s approval.
- B. Such leave without pay must be pre-approved before the time can actually be used. Also, such leaves may be taken even if the employee has existing comp time or vacation on the books. In no case, may a leave of absence without pay exceed 40 hours in a fiscal year without the General Manager’s approval.
- C. In addition, leave without pay may be granted by the General Manager and shall not exceed a continuous period of 30 calendar days, except for extended unpaid sick leave, military leave, pregnancy leave, parental leave, and family and medical leave.
- D. Vacation and sick leave benefits are not earned nor holidays paid during leave without pay. Leave of absence without pay includes unpaid sick leave, military leave, pregnancy leave, parental leave, and family and medical leave or any other leave where the District is not paying wages to the employee.

ARTICLE 19, HOLIDAYS

- A. The District shall observe the holidays listed below and upon which the District is normally closed:

- January 1
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day and the following Friday
- December 24
- December 25
- December 31

- B. If any of the holidays set forth above falls on the first day of an employee's weekend, the holiday will be observed on the previous work day.
- C. If any of the holidays set forth above falls on the last day of an employee's weekend, the holiday will be observed on the following work day.
- D. A weekend is any two or three regularly scheduled consecutive days off. An employee working a 9/80 workweek will alternate between two and three-day weekends.
- E. The December 24/25 and December 31/January 1 holidays often provide four consecutive days off for employees. If the holiday schedule provides four-day weekend for employees with Monday through Friday schedules then the District will try to schedule four consecutive days off for employees working an irregular workweek.

ARTICLE 20, MANAGEMENT LEAVE

- A. Employees receive 72 hours management leave, which is granted each fiscal year beginning July 1 and is for use within the fiscal year it is granted ending June 30.
- B. At the end of each fiscal year the following shall occur:
 - 1. All management leave must be used; or
 - 2. Unused management leave in excess of 60 hours must be used by June 30th or be forfeited; or
 - 3. Employees shall be paid for up to 50 hours of unused management leave provided they have used 80 hours of vacation and/or management leave within the fiscal year ending June 30; and
 - 4. In lieu of forfeiture, the employee may donate any unused management leave to the Catastrophic Leave Bank.
 - 5. Upon voluntary resignation with notice, retirement or death, the employee shall be paid for all unused management leave hours.

ARTICLE 21, BEREAVEMENT LEAVE

An employee may be provided up to 27 hours paid leave to attend the funeral of a member of the employee’s immediate family. “Immediate family” is designated as the spouse/registered domestic partner, child, parent, sibling, grandparent or grandchild of the employee or the employee’s spouse/registered domestic partner. If additional time off is required, the employee may request sick leave.

ARTICLE 22, JURY DUTY

Full-time, regular employees will be paid his/her regular salary while he/she is on jury duty for up to 40 hours per fiscal year, less the amount received from the Court for such service as a juror. An attendance record from the Court for the time spent on jury duty and a copy of the check for such service must be submitted to the District's payroll section. The amount received from the Court for service as a juror will be deducted from the employee's paycheck following completion of such service.

CHAPTER 5, EMPLOYER/EMPLOYEE RELATIONS

ARTICLE 23, DISCIPLINARY PROCEDURE

Disciplinary action should be initiated when the employee's performance or conduct falls short or below expected standards of performance or conduct. The seriousness of the offense and prior discipline or corrective actions will be considered in determining the level of disciplinary action required.

Generally, the following sequence will be followed in the process of correcting performance or conduct. It is highly recommended that the Human Resources Manager be consulted prior to initiating any disciplinary actions.

A. Supervisor Conference

1. The supervisor will confer with the employee about the areas needing improvement and reach a clear understanding of expectations, which will be reduced to writing, to bring the performance or conduct to acceptable standards. Depending on the seriousness of the employee's substandard performance or conduct, the supervisor may document the discussion in writing.
2. In some cases, especially if counseling fails to result in marked improvement, the supervisor may initiate a Performance Improvement Plan (PIP). The PIP will include 1) a description of the areas in which the employee is not meeting expectations, 2) a description of what the employee must do to meet performance expectations, 3) the time period (generally no more than 90 days) to attain the expected performance expectations, and 4) a statement of the consequences of failing to bring the performance expectations to acceptable level. Both the supervisor and the employee must sign the PIP.

B. Reprimands

1. In the event the supervisor's counseling, warning, or PIP does not result in improvement of performance to acceptable levels, the supervisor may prepare a written reprimand. The written reprimand will put the employee on notice that failure to correct performance or conduct may result in more serious disciplinary actions, up to and including termination.
2. Notwithstanding the above, a reprimand may be issued to an employee without prior counseling or warning depending on the seriousness of the offense, performance, or conduct.
3. An employee has the right to respond in writing and have the response attached to the reprimand as part of the personnel file.

C. Severe Disciplinary Actions

1. Severe disciplinary actions are defined as demotion/transfer, suspension without pay, or termination.

2. The District may impose disciplinary actions on a case by case basis when warnings, reprimands, or other corrective actions have failed to improve expected standards of performance or conduct, or when the offense, conduct or violation is deemed to be severe and warrants discipline up to and including termination. The severity of the disciplinary action will consider the employee's previous history of performance, conduct and disciplinary actions.
3. The employee may appeal the proposed disciplinary action to the General Manager within seven calendar days. The General Manager will schedule a meeting with the employee within seven calendar days of receiving notice of the appeal. The General Manager will render a written decision within seven calendar days of the meeting.
4. The employee may appeal the General Manager's final decision to the Board of Directors by giving written notice to the General Manager within seven calendar days of receipt of the General Manager's written decision. The Board will consider the appeal at a regularly scheduled meeting within a reasonable period of time. The decision of the Board is final.

D. At Will

The forgoing does not apply to the at will status for new employees to this bargaining Unit or to those employees who have a change in classification as of July 1, 2010 as defined in Article 29, At Will Employees.

ARTICLE 24, GRIEVANCE PROCEDURE

A grievance is a claim by one or more persons of a violation, misinterpretation or inequitable application of the rules and regulations or memorandum of understanding applicable to the employees. A dispute over the terms of the Agreement or a dispute concerning a performance evaluation shall not constitute a grievance.

A. Processing the Grievance -- Step No. 1

Informal Discussion with Supervisor:

1. The grievance shall first be discussed on an informal basis by the aggrieved with his/her immediate Supervisor within 7 calendar days from the date of the action causing the grievance. Every effort shall be made to resolve the grievance between the employee and his/her immediate Supervisor.

B. Processing the Grievance -- Step No. 2

Formal by Supervisor:

1. In the event the employee believes the grievance has not been satisfactorily resolved, the employee shall submit the grievance in writing to the Supervisor within 7 calendar days after the informal discussion in Step1.
2. The Supervisor shall give his/her written decision within 7 calendar days after receiving the written grievance.

C. Processing the Grievance -- Step No. 3

Review by General Manager:

1. If the grievance has not been satisfactorily resolved by the Supervisor the grievance may be submitted to the General Manager within 7 calendar days. Within 7 calendar days after receiving the written grievance, the General Manager shall schedule a meeting with all parties concerned, and they shall thoroughly discuss the grievance.
 2. The General Manager shall give his written decision within 7 calendar days. If the aggrieved feels that the decision of the General Manager is unjust, a final appeal may be made to the Board of Directors within 7 calendar days. The decision of the board is final.
- D. The employee at any step of the grievance procedure may represent himself/herself, may be represented by a fellow employee, attorney, or any other person he/she may choose. Employee representatives must take pre-approved time off.
- E. The time limitations are designed to quickly settle a grievance. Time limitations may be extended by agreement of both parties in writing. If at any stage of the grievance procedure the employee is dissatisfied with the decision rendered, it shall be the grievant's responsibility to submit the grievance to the next designated level of review within the time limits specified. Failure to submit the grievance within the time limits imposed shall terminate the grievance process and the grievance shall be considered resolved. The grievant shall promptly proceed to the next step if the immediate Supervisor or General Manager fails to respond within the time limits specified, unless prior mutually agreeable arrangements are made.

ARTICLE 25, LAYOFFS

In the event the work load of the District decreases to the point where lay-off of otherwise satisfactory employees is required, lay-offs within each classification will be determined by the General Manager on the basis of merit, as determined by his/her performance reports for his/her current classification, and will be subject to two weeks' notice or severance pay, at the discretion of the employee. For 24 months employees so laid off will be called to resume work prior to District recruiting to fill jobs created by an increase in the District's workload for the classification in question.

ARTICLE 26, PEACEFUL PERFORMANCE

- A. The parties recognize and acknowledge that many of the services performed by the employees covered by this Agreement are essential to the public health, safety and general welfare of the residents within the District service area.
- B. Consequently, the Association agrees that under no circumstances will it recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining Unit take part in, any strike, sit-down, stay-in, slow-down or picketing (hereinafter collectively referred to as work-stoppage), in any office, or facility of the District, not to curtail any work or restrict any production, or interfere with any operation of the District during any period in which an Agreement is in effect, or during any period in which an expired Agreement has remained in effect while the parties negotiate a successor Agreement.

- C. In the event of any such work-stoppage by any member of the Unit the District shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage until said work-stoppage has ceased.
- D. In the event of any such work-stoppage during the term of this Agreement, whether by, the Association or by any member of the Unit, the Association, by its officers, shall immediately declare in writing and publicize that such work-stoppage is contrary to the Agreement and unauthorized and further direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon the District.
- E. If in the event of a work-stoppage, the Association promptly and in good faith performs the obligations of this Section, and, providing, the Association has not otherwise authorized, permitted or encouraged such work-stoppage, the Association shall not be liable for any damages caused by the violation of this Section.
- F. However, the District shall have the right to discipline, subject to due process*, including discharge, any employee who instigates, participates in, or gives leadership to, work-stoppage activity herein prohibited.
- G. The District and the Association shall have the right to seek full legal redress.

*Employees not deemed At Will

ARTICLE 27, PERFORMANCE

Each district employee is expected to:

- A. Work in harmony with his/her supervisor and fellow employees.
- B. Not use District facilities or time during which he/she is being paid by the District, on personal projects.
- C. Refrain from activities or personal conduct on the job that would cast discredit on the District, its management, or employees.

ARTICLE 28, SEPARATION FROM THE DISTRICT

- A. An employee resigning or leaving work without two weeks' notice will be considered discharged insofar as the application of these rules and regulations is concerned.
- B. Resignations will be effective upon the last day worked, and payment will be made on the next pay day for any accrued vacation leave.
- C. An employee separating from the District in good standing is expected to refrain from using paid time off during the final two weeks of his or her tenure with the District.

ARTICLE 29, AT WILL EMPLOYEES

Unit Employees hired after July 1, 2010 or who transfer to a new classification within this Unit will be designated as AT WILL EMPLOYEES.

ARTICLE 30, FULL UNDERSTANDING, MODIFICATION AND WAIVER

A. It is intended that this Agreement sets forth the full and entire understanding of the parties regarding the matters in this Agreement, and any prior or existing understanding or agreements, whether formal or informal, regarding such matters are superseded and terminated.

Management will continue to administer the formal and informal terms and conditions of employment in a reasonable manner.

B. The Association and the District agree that during the negotiations which resulted in this Agreement, each had unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of employee-employer relations. Therefore, this Agreement represents the only Agreement of the parties which may provide for changes in terms and conditions of employment as a result of negotiations and/or actual adoption and implementation of the provisions of this Agreement.

C. During the term of this Agreement, neither the District nor the Association shall be obligated to Meet and Confer on any matter:

1. Whether or not specifically referred to in this Agreement;
2. Whether or not the matter was within the knowledge or contemplation of either party at the time of negotiations;
3. Whether or not the matters were proposed and later withdrawn during negotiations.
4. Notwithstanding the above, the parties agree that following the completion of the compensation study, either party may request to reopen the MOU and commence negotiations for a successor agreement to this MOU. During this reopener, all matters contained in this Agreement may be subject to negotiation and each party will have the ability to present proposals on any subject or matter within the scope of employee-employer relations.

D. No change to this Agreement will be binding upon either party unless made in writing and signed by the parties

E. The waiver of appeal of any breach of any term or condition of this Agreement by either party shall not constitute a precedent or in any way bar the future enforcement of all contractual terms and provisions.

ARTICLE 31, DISTRICT RIGHTS

It is the exclusive right of the District to determine the mission of each of its constituent departments, board, and commissions, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the exclusive right of the District to direct its employees and evaluate their work performance, take disciplinary action for cause, relieve its employees from duty because of lack of work or

for cause, and determine the methods, means and personnel by which the District's operations are to be conducted; provided, however, that the exercise of such rights does not preclude employees or their representatives from conferring or raising grievances about the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 32, EMPLOYEE RIGHTS

Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employee relations. Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations, and shall have the right to represent themselves individually in their employment relations with the District. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of his/her exercise of these rights.

**For Las Virgenes Manager, Supervisor,
Professional and Confidential
Employees Association:**

For Las Virgenes MWD:

Authorized to accept this Memorandum of Understanding on behalf of the Las Virgenes Municipal Water District Board of Directors, at their meeting of June 12, 2018.

David W. Pedersen
General Manager

Date

Approval as to form:

W. Keith Lemieux
Legal Counsel

Date

Appendix A

LVMWD
Management Classifications- covered by this Agreement
Hourly Salary Table – June 2, 2018

Classification	Range	Entry	Control
Customer Services Manager	E109	\$52.734	\$73.828
Executive Assistant/Clerk of the Board	E92	\$44.529	\$62.340
Finance Manager*	E109	\$52.734	\$73.828
Information Systems Manager	E114	\$55.424	\$77.593
Principal Engineer	E117	\$57.104	\$79.945
Public Affairs & Communications Manager	E109	\$52.734	\$73.828
Resource Conservation Manager*	E109	\$52.734	\$73.828
Water Reclamation Manager/Engineer*	E117	\$57.104	\$79.945
Water System/Facilities Manager	E117	\$57.104	\$79.945

*Indicates 5% Range Adjustment Available-DOQ



June 12, 2018 LVMWD Regular Board Meeting

TO: Board of Directors

FROM: Resource Conservation & Public Outreach

Subject : State Water Supply Infrastructure, Water Conveyance, Ecosystem and Watershed Protection and Restoration and Drinking Water Protection Act of 2018

SUMMARY:

The State Water Supply Infrastructure, Water Conveyance, Ecosystem and Watershed Protection and Drinking Water Protection Act of 2018, also commonly referred to as the November Bond championed by Dr. Jerry Meral, is an \$8.9 billion water bond measure. Initiative backers have recently completed the signature collection process and have qualified the measure for placement on the November 2018 ballot. The bond would fund a wide range of water projects. Voter passage of this measure could help provide significant funding assistance for the Pure Water Project Las Virgenes - Triunfo, which is currently estimated to cost \$100 million.

RECOMMENDATION(S):

Receive an oral presentation and direct staff to return to the Board with a resolution supporting the State Water Supply Infrastructure, Water Conveyance, Ecosystem and Watershed Protection and Restoration and Drinking Water Protection Act of 2018.

FISCAL IMPACT:

No

ITEM BUDGETED:

No

FINANCIAL IMPACT:

None.

DISCUSSION:

The California Water Action Plan of 2014 was a major step in the right direction during California's most severe drought in recent history. The multi-prong plan outlines priority actions addressing water conservation, groundwater management, ecological restoration, Delta conveyance solutions, water storage, and safe drinking water. Since 2014, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (also known as Proposition 1) has provided much needed investment in water supply reliability and ecosystem health projects and has also leveraged local and federal cost share funds. However, it's expected that most of the funding from Proposition 1 will be committed by 2019. The November Bond will help replenish the soon-to-be depleted funding source for major water infrastructure related improvements. The complete text for the November Bond is provided in Attachment A.

The Association of California Water Agencies has taken a support position on both the November Bond and Proposition 68. Proposition 68 is a \$4.1 billion bond measure enacted through the legislative process that will be on the June ballot. While Proposition 68 will provide funding for water related infrastructure projects, the majority of the funding is for stormwater, flood management, parks, and forest protection measures. While Proposition 68 provides \$80 million for recycled water and desalination projects, the November Bond will provide \$800 million (\$400 million for groundwater desalting projects and \$400 million for recycled water projects). The Pure Water Project would be considered a recycled water project. A comparison of funding for the two bonds is provided in Appendix B.

The District may not be eligible to compete for grant funding from Proposition 68 due to an antiquated restriction in the funding account that these bonds will be tied to. The funding account prohibits the use of funds on projects that will provide reservoir augmentation with recycled water. While staff worked with Senator Stern's office, other water agencies, and our lobbyist in Sacramento to remove these restrictions by crafting and advocating for Senate Bill 1498, we were ultimately unsuccessful. For these reasons, staff is recommending that the Board take a neutral position on Proposition 68 but to take a supportive position on the November Bond.

Upon approval of this item, staff will return to the Board at a future meeting with a formal resolution in support of the State Water Supply Infrastructure, Water Conveyance, Ecosystem and Watershed Protection and Restoration and Drinking Water Protection Act of 2018 (November Bond).

GOALS:

Lead in Sanitation and Recycled Water Services Focusing on Maximum Reuse

The Board's support of the November Bond could help provide guidance to our customers and voters at large to approve the measure. Passage of the November Bond will provide the District with the opportunity to compete for grant funds to help pay for the Pure Water Project. The acquisition of grant funds will help to keep water rates as low as possible and garner greater support for the Project from a financial standpoint.

Prepared by: Joe McDermott

ATTACHMENTS:

Attachment A - November Bond Measure (Full Text)

Attachment B - November vs Prop 68 Bond

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1.

Division 38 (commencing with Section 86000) is added to the Water Code, to read:

DIVISION 38. State water supply infrastructure, water conveyance, ecosystem and watershed protection and restoration, and drinking water protection act of 2018.

CHAPTER 1. Short Title.

86000. This division shall be known and may be cited as the Water Supply and Water Quality Act of 2018.

CHAPTER 2. Findings and Declarations.

86001. The people find and declare the following:

(a) In our frequently very dry state, our high-tech, agricultural and urbanized economy relies on an uninterrupted and high-quality water supply. By making water use more efficient, reducing the demand for water, providing new and diverse water supplies, improving the quality of our source watersheds, and protecting key environmental uses of water, this measure will assure that the economic and environmental engines of California are not derailed by a shortage of water.

(b) California's recent historic drought raises serious questions about the long-term reliability of our current water supplies. The drought underscores the need to use our existing water supplies more efficiently, increase investments in our water infrastructure, and more effectively integrate our water system from the headwaters to the end user.

(c) California's water situation requires implementation of the Governor's Water Action Plan to provide for the water needs of people, agriculture and the environment. This division will help provide a more reliable water supply by reducing waste, increasing the amount of water available to meet our needs, and improving water quality. This division also provides additional protection for our communities from floods.

(d) This division will implement cost effective methods of water development and conservation to meet California's present and future water needs in a changing climate, including capture of urban drainage and stormwater runoff, groundwater and brackish water desalting, groundwater storage, water recycling, water conservation, and watershed management, restoration, enhancement and protection.

(e) Many of the water supply and water quality investments provided by this division will be matched by agencies and grant recipients, more than doubling the effectiveness of the funding provided.

(f) Agencies implementing this division will give high priority to cost-effective projects, and to the most durable and most environmentally beneficial projects. Funding will go to projects that contribute to implementation of the Governor's Water Action Plan, the goal of which is to increase the resiliency of the California water system and the ability of California communities to cope with drought conditions.

(g) Every Californian has a right to safe, clean, affordable, and accessible drinking water. By complying with Section 106.3, agencies providing funds for safe drinking water pursuant to this division will help achieve the intent of that Section.

(h) This division provides a fair and reasonable distribution of funds directly and indirectly benefitting every region of the state.

(i) This division provides short and long-term cost-effective actions to address the water shortages caused by the recent drought, and will help prepare local communities for future droughts. Droughts reduce water supplies for people, agriculture and the environment. This division will help meet the water needs of people, agriculture, and the environment and make California more resilient in the face of a changing climate.

(j) By improving the health and water productivity of watersheds, communities will become more self-reliant with respect to water supply, and local environmental quality will be increased.

(k) By removing invasive plants such as yellow starthistle, giant reed (*Arundo donax*) and tamarisk, water supply will be increased and habitat for fish and wildlife will be improved.

(l) Flooding can devastate communities and infrastructure. We can make better use of floodwaters by capturing waters and putting them to use in our communities, on our farms, and by recharging groundwater basins. By providing funds to intelligently manage our watersheds and floodplains, this division will also help avoid flood damage, improve fish and wildlife habitat, remove pollutants from our water supply, enhance groundwater, remediate aquifers and improve the environment. Better floodplain management may allow improved operation of upstream reservoirs for water supply purposes.

(m) Severe fire conditions can lead to significant erosion, reduced water quality and impacts on water infrastructure. This division provides funding to manage forests and watersheds to reduce fire danger, mitigate the effects of wildfires on water supply and quality, and enhance water supplies.

(n) This division funds the following programs, which respond to human and environmental water needs in California:

(1) Improvement of water supply and water quality utilizing cost effective methods, including water conservation, desalting of groundwater and other inland saline water, stormwater management, wastewater recycling, and similar water management measures.

(2) Better management of forest and rangeland watersheds, such as through the Sierra Nevada Watershed Improvement Program to improve the pattern, quantity and quality of water runoff and groundwater recharge. Improving soil health improves the ability of the ground to better contain groundwater and moderate the rate of water runoff.

(3) Better groundwater management, including faster implementation of the Sustainable Groundwater Management Act, and better recognition of the connection between surface and groundwater.

(4) Provision of water for fish and wildlife, including restoration of the Pacific Flyway and management of habitat in a dynamic way to respond to changing environmental conditions.

(5) Increased capacity to convey water resulting in greater groundwater recharge and improved conveyance and utilization of floodwaters for use in drought years.

(o) The State Water Resources Control Board, the Department of Fish and Wildlife, and many other agencies have recognized that providing funding for fish habitat enhancement is vital to restoring native California fish populations, and that relying solely on flow to restore those populations will not be sufficient. Providing funding for fish habitat enhancement is a vital complement to reasonable flows to protect fish.

(p) California has lost ninety-five percent (95%) of its historical wetlands. These wetlands provide food, water and cover for migratory and other birds, fish, mammals, reptiles, amphibians and a vast number of plant species. Many species may become endangered or threatened without wetlands and many more survive only due to wetlands available today. This division combines work to sustain and protect current wetlands with the potential to increase wetlands in California to support a thriving flora and fauna.

(q) The implementation of this division will result in cost savings to local governments immediately by substantially more than one billion dollars, and reduce local government operating costs by hundreds of millions of dollars per year. This division will provide funding that displaces local government funding, resulting in the implementation of projects in the following areas. These projects would have eventually been implemented by local government.

(1) Safe Drinking Water. State direct and matching funds will reduce the cost to local government of implementing drinking water and wastewater treatment systems, and to some extent the operation of those systems.

(2) Wastewater recycling. State funds will reduce the cost of these plants, reducing the capital cost of the projects for local governments. By reducing local government capital costs, the cost of water from these plants will also be reduced. Implementation of wastewater recycling plants will defer the need for more expensive alternative sources of water supply, thus further reducing local capital and operating costs.

(3) Groundwater desalting. State funds will reduce the cost of these plants, reducing the capital cost of the projects for local governments. By reducing local government capital costs, the cost of water from these plants will also be reduced. Implementation of groundwater desalting plants will defer the need for more expensive alternative sources of water supply, thus further reducing local capital and operating costs.

(4) Water Conservation. State funds will reduce the cost of these projects, reducing costs to local government. More importantly, reduced water demand resulting from these projects will reduce operating costs, and will temporarily or permanently defer the construction and operating costs of more expensive capital outlay projects needed to provide new water.

(5) Repairing flood control reservoirs. State funds will reduce the costs of these projects for local government.

(6) San Francisco Bay Restoration Authority funds. State investment in wetlands projects providing flood protection around San Francisco Bay will reduce flood risk associated with climate change. This will reduce the cost of other flood control measures, and more importantly will reduce flood damage which often results in tremendous costs to local government for facility repair.

(7) Stormwater funding. Regulations imposed by the State Water Resources Control Board and various regional water quality control boards will result in the construction of various capital outlay projects costing billions of dollars. Providing funds through this measure will reduce the cost of these projects to local government.

(8) Fisheries restoration. This division provides hundreds of millions of dollars for fisheries restoration. Local and regional water agencies are voluntarily undertaking many of these projects. By providing state funds, this division will reduce local costs. In addition, the resulting increase in fish populations will make it possible to improve local water supplies, avoiding local government costs to provide replacement water supplies costing hundreds of millions or even billions of dollars.

(9) Bay Area Regional Reliability. Bay Area water districts are undertaking extensive improvements in their water distribution systems to interconnect their water supplies for greater drought water supply reliability and other benefits. By providing funds for this program, this division will reduce their costs by two hundred and fifty million dollars (\$250,000,000).

(10) Friant Kern Canal Repair. Groundwater overdraft has caused subsidence of the Friant Kern Canal. State funds to repair the canal will reduce the cost of repairing the canal to local water districts. Avoiding the cost to finance this project will also save tens of millions of dollars per year in interest costs which would have to be paid by these districts.

(11) Oroville Dam Repair. Although the costs of repairing Oroville Dam should be covered by the federal government either through the Federal Emergency Management Agency or the Corps of Engineers, the federal government may not fulfill this obligation. If the State Water Resources Development System contractors, all local agencies, are forced to cover all or part of these costs, this division will reduce their costs by two hundred million dollars (\$200,000,000). Interest costs would also be reduced.

(r) Substantial funds remain to be allocated to storage projects pursuant to Division 26.7. For this reason, and so as not to interfere with the work of the California Water Commission in awarding these funds, this measure does not include funding for the construction of specific storage projects.

CHAPTER 3. Definitions.

86002. Unless the context otherwise requires, the definitions set forth in this section govern the construction of this division, as follows:

(a) "Conservation" means rehabilitation, stabilization, restoration, reduced water use, development, and reconstruction, or any combination of those activities.

(b) "Conservation actions on private lands" means projects implemented with willing landowners that involve the adaptive and flexible management of natural resources in response to changing conditions and threats to habitat and wildlife. These investments and actions are specifically designed to create habitat conditions on private lands which, when managed dynamically over time, contribute to the long-term health and resiliency of vital ecosystems and enhance wildlife populations.

(c) "Delta" means the Sacramento-San Joaquin Delta as defined in Section 12220.

(d) "Department" means the Department of Water Resources.

- (e) “Desalination” means removing salt and other contaminants from polluted groundwater or other inland sources of water containing salts, including brackish water.
- (f) “Disadvantaged community” has the meaning set forth in subdivision (a) of Section 79505.5, as it may be amended.
- (g) “Economically distressed area” has the meaning set forth in subdivision (k) of Section 79702, as it may be amended.
- (h) “Finance committee” means the Water Supply Reliability and Drought Protection Finance Committee created by Section 86182.
- (i) “Fund” means the Water Supply Reliability and Drought Protection Fund of 2018 created by Section 86169.
- (j) “Groundwater sustainability agency” means an agency defined in subdivision (j) of Section 10721.
- (k) “Integrated Regional Water Management Plan” means a comprehensive plan for a defined geographic area that meets the requirements of Part 2.2 (commencing with Section 10530) of Division 6, as that part may be amended.
- (l) “Invasive plant” means a terrestrial or aquatic plant not native to California of no or negligible agricultural value which does any of the following: displaces native plants, threatens native plant biodiversity, harms agricultural or rangeland productivity, degrades wildlife habitat, contributes to fire hazard, or uses more water than the plants it displaces.
- (m) “Multi-benefit project” means a project that serves more than one purpose, including but not limited to flood management, water supply, water quality improvement, environmental enhancement, recreation, energy conservation, reduction of emission of climate-changing gases, and fish and wildlife improvement.
- (n) “Nonprofit organization” means an organization qualified to do business in California and exempt under Section 501(c)(3) or Section 501(c)(6) of Title 26 of the United States Code, to the extent permitted by state and federal law.
- (o) “Protection” means those actions necessary to prevent harm or damage to persons, property or natural resources or those actions necessary to allow the continued use and enjoyment of property or natural resources and includes acquisition, development, restoration, conservation, preservation and interpretation as interpretation is defined in subdivision (i) of Section 75005 of the Public Resources Code.
- (p) “Public agency” means a state agency or department, special district, joint powers authority, city, county, city and county, or other political subdivision of the state.
- (q) “Public water systems” are defined in subdivision (h) of section 116275 of the Health and Safety Code and means regional, municipal, and district urban water suppliers, including privately owned water suppliers as defined in Part 2.6, Section 10617 of the Water Code Division 6.
- (r) “Restoration” means the improvement of physical structures or facilities and, in the case of natural systems and landscape features, includes but is not limited to projects that improve physical and

ecological processes, including but not limited to erosion control; sediment management; the control and elimination of invasive species; prescribed burning; fuel hazard reduction; fencing out threats to existing or restored natural resources; meadow, wetland, riparian, and stream restoration; and other plant and wildlife habitat improvement to increase the natural system value of the property. Restoration projects shall include the planning, monitoring and reporting necessary to ensure successful implementation of the project objectives.

(s) "Severely disadvantaged community" means a community with a median household income of less than 60 percent (60%) of the statewide median household income.

(t) "Sierra Nevada Watershed Improvement Program" is a coordinated, integrated, collaborative program to restore the health of California's primary watershed by increasing the pace and scale of forest restoration in order to maintain the important benefits that the Sierra Nevada region provides.

(u) "State board" means the State Water Resources Control Board.

(v) "State General Obligation Bond Law" means the State General Obligation Bond Law, Chapter 4 (commencing with Section 16720) of Part 3 of Division 4 of Title 2 of the Government Code.

(w) "Stormwater" and "dry weather runoff" are defined as in Section 10561.5.

(x) "Stormwater Resource Plans" are defined as in Part 2.3 (commencing with Section 10560) of Division 6.

CHAPTER 4. Accountability.

86003. (a) (1) The California Natural Resources Agency shall provide for an independent audit of expenditures pursuant to this division no less than every three years.

(2) On or before January 10, 2020, and every six months thereafter, the Natural Resources Agency shall publish on its website a report that contains all of the following information relating to this division for the previous six months with the information summarized by section of this division:

(A) Funding encumbrances.

(B) Summary of new projects funded.

(C) Summary of projects completed.

(D) Discussion of progress towards meeting the metrics of success established pursuant to Section 86157.

(E) Discussion of common challenges experienced by state agencies and recipients of funding in executing projects.

(F) Discussion of major accomplishments and successes experienced by state agencies and recipients of funding in executing projects.

(3) This subsection shall remain in effect only until January 1, 2028, and as of that date is repealed.

(b) The Department of Finance or the Controller, or the California State Auditor at the direction of the Legislature, may conduct an audit of the expenditures of any state agency receiving funding pursuant to

this act.

(c) The state agency issuing any grant with funding authorized by this division shall require adequate reporting of the expenditures of the funding from the grant.

CHAPTER 5. Improvement of Water Supply and Water Quality.

CHAPTER 5.1. Safe Drinking Water.

86004. The sum of seven hundred fifty million dollars (\$750,000,000) is appropriated from the Fund to the State board for expenditures, grants, and loans to improve water quality or help provide clean, safe, and reliable drinking water to all Californians.

86005. The projects eligible for funding pursuant to this chapter shall help improve water quality for a beneficial use. The purposes of this chapter are to:

(a) Reduce contaminants in drinking water supplies regardless of the source of the water or the contamination.

(b) Assess and prioritize the risk of contamination to drinking water supplies.

(c) Address the critical and immediate needs of disadvantaged, rural, or small communities that suffer from contaminated or inadequate drinking water supplies, including, but not limited to, projects that address a public health emergency.

(d) Leverage other private, federal, state, and local drinking water quality and wastewater treatment funds.

(e) Provide disadvantaged communities with public drinking water infrastructure that provides clean, safe, and reliable drinking water supplies that the community can sustain over the long term.

(f) Ensure access to clean, safe, reliable, and affordable drinking water for California's communities.

(g) Meet primary and secondary drinking water standards or remove contaminants identified by the state or federal government to meet primary or secondary drinking water standards.

86006. The contaminants that may be addressed with funding pursuant to this chapter may include, but shall not be limited to, lead, nitrates, perchlorate, MTBE (methyl tertiary butyl ether), arsenic, selenium, hexavalent chromium, mercury, PCE (perchloroethylene), TCE (trichloroethylene), DCE (dichloroethene), DCA (dichloroethane), 1,2,3-TCP (trichloropropane), carbon tetrachloride, 1,4-dioxane, 1,4-dioxacyclohexane, nitrosodimethylamine, bromide, iron, manganese, total dissolved solids, electrical conductivity, and uranium.

86007. (a) (1) Of the funds authorized by Section 86004, five hundred million dollars (\$500,000,000) shall be available for grants and loans for public water system infrastructure improvements and related actions to meet safe drinking water standards, ensure affordable drinking water, or both. Priority shall be given to projects that provide treatment for contamination or access to an alternate drinking water source or sources for small community water systems or state small water systems in disadvantaged communities whose drinking water source is impaired by chemical and nitrate contaminants and other health hazards

identified by the State board. Eligible recipients serve disadvantaged communities and are public water systems or public agencies.

(2) Eligible expenses may include initial operation and maintenance costs for systems serving disadvantaged communities. Priority shall be given to projects that provide shared solutions for multiple communities, at least one of which is a disadvantaged community that lacks safe, affordable drinking water and is served by a small community water system, state small water system, or a private well. Construction grants shall be limited to five million dollars (\$5,000,000) per project, except that the State board may set a limit of not more than twenty million dollars (\$20,000,000) for projects that provide regional benefits or are shared among multiple entities, including consolidation of two or more drinking water systems, at least one of which shall be a small disadvantaged community. Not more than 50 percent (50%) of a grant may be awarded in advance of actual expenditures.

(3) For the purposes of this subdivision, "initial operation and maintenance costs" means those initial, eligible, and reimbursable costs under a construction funding agreement that are incurred up to, and including, but not limited to, initial startup testing of the constructed project in order to deem the project complete. Initial operation and maintenance costs are eligible to receive funding pursuant to this section for a period not to exceed three years.

(b) Of the funds authorized by this section, up to ten million dollars (\$10,000,000) shall be available for grants to provide school children with safe drinking water under the Drinking Water for Schools Grant Program pursuant to Section 116276 of the Health and Safety Code.

86008. Of the funds authorized by Section 86004, two hundred fifty million dollars (\$250,000,000) shall be available for deposit in the State Water Pollution Control Revolving Fund Small Community Grant Fund created pursuant to Section 13477.6 for grants and loans for wastewater treatment projects. Priority shall be given to projects that serve disadvantaged communities and severely disadvantaged communities, and to projects that address public health hazards. Projects may include, but not be limited to, projects that identify, plan, design, and implement regional mechanisms to consolidate wastewater systems or provide affordable treatment technologies.

86009. Of the funds authorized by Section 86004, up to sixty million dollars (\$60,000,000) shall be made available for drinking water infrastructure and/or wastewater improvements on private property, or for interim replacement drinking water supplies.

(a) Funds may be used for the following purposes:

(1) To conduct water quality testing of drinking water wells.

(2) To install and replace laterals, repair or replace private wells or onsite wastewater systems, properly close abandoned wells and septic system infrastructure, and provide infrastructure necessary to connect residences to a public water or wastewater system.

(3) To replace interior drinking water plumbing and fixtures that contain lead.

(4) To provide interim replacement drinking water supplies.

(b) The State board may establish a revolving loan fund to facilitate financing for activities allowable under this section.

(c) Priority shall be given to projects that assist low-income homeowners, including mobile home owners, and vulnerable populations.

86010. (a) For the purposes of awarding funding pursuant to this chapter, a local cost share of not less than 50 percent (50%) of the total costs of the project shall be required. The cost-sharing requirement may be waived or reduced for projects that directly benefit a disadvantaged community or an economically distressed area.

(b) At least 10 percent (10%) of the funds available pursuant to this chapter shall be allocated for projects serving severely disadvantaged communities.

(c) Up to 15 percent (15%) of the funds available pursuant to this chapter may be allocated for technical assistance to disadvantaged communities. The State board shall operate a multidisciplinary technical assistance program for small and disadvantaged communities which may include, but is not limited to, outreach and education, needs assessments, review of alternative approaches to provide communities with safe drinking water or wastewater services, project selection and design, board and operator training, and other technical, managerial, and financial capacity building assistance for utilities serving disadvantaged communities related to providing communities with safe drinking water or wastewater services. The agency may also contract with a nonprofit organization, resource conservation district, or other local agency to provide these services.

CHAPTER 5.2. Water Recycling and Desalination.

86020. The sum of four hundred million dollars (\$400,000,000) is appropriated from the Fund to the State board to award grants and loans to eligible entities as defined in subdivision (a) of Section 86166 on a competitive basis for wastewater recycling projects. Grants pursuant to this section may be made for all of the following:

(a) Water recycling projects, including, but not limited to, treatment, storage, conveyance, brine disposal, and distribution facilities for potable and nonpotable recycling projects.

(b) Dedicated distribution infrastructure to serve residential, commercial, agricultural, fish and wildlife habitat, and industrial end-user retrofit projects to allow use of recycled water.

(c) Pilot projects for new potable reuse and contaminant removal technology.

(d) Multi-benefit recycled water projects that improve water quality.

(e) Multi-benefit recycled water projects that protect, conserve and restore wetland and other wildlife habitat.

(f) Technical assistance and grant writing assistance related to specific projects for disadvantaged communities and economically distressed areas.

86021. The sum of four hundred million dollars (\$400,000,000) is appropriated from the Fund to the State board to award grants to eligible entities as defined in subdivision (a) of Section 86166 on a competitive basis for desalination of brackish groundwater, and other brackish water desalination projects which do

not directly negatively affect riparian habitat, estuaries, coastal bays, coastal lagoons, or ocean waters of California as defined by the State board. Grants pursuant to this section must comply with the requirements of this section, and may be made for all of the following:

- (a) Treatment, storage, conveyance, and distribution facilities. Projects may remove contaminants in addition to salts, but shall be primarily constructed and operated to remove salt.
- (b) Distribution infrastructure to serve residential, commercial, agricultural, fish and wildlife habitat, and industrial end-user retrofit projects to allow use of desalted water.
- (c) Multi-benefit salt removal projects that improve water quality.
- (d) Technical assistance and grant writing assistance related to specific projects for disadvantaged communities and economically distressed areas.
- (e) Multi-benefit salt removal projects that provide water supply for wetland and other wildlife habitat.
- (f) Technical assistance and grant writing assistance related to specific projects for disadvantaged communities and economically distressed areas.

86022. No grant made pursuant to this chapter shall exceed fifty percent (50%) of the cost of the project, but this requirement may be eliminated or reduced for that portion of projects that primarily serve disadvantaged communities, economically distressed areas, or wildlife habitat.

86023. Projects funded pursuant to this chapter shall be selected on a competitive basis with priority given to the following criteria:

- (a) Water supply reliability improvement.
- (b) Water quality and ecosystem benefits related to decreased reliance on diversions from the Delta or from local rivers and streams, and benefits related to attainment of beneficial uses and water quality objectives in local receiving waters.
- (c) Public health benefits from improved drinking water quality or supply.
- (d) Cost-effectiveness, based on the amount of water produced per dollar invested, and other cost-effectiveness criteria adopted by the State board.
- (e) Energy efficiency and greenhouse gas emission reductions.
- (f) Water supply or water quality improvements benefitting disadvantaged communities.
- (g) Protection and restoration of fish and wildlife habitat, as well as provision of a reliable water supply for fish and wildlife.

CHAPTER 5.3. Water Conservation.

86030. The sum of three hundred million dollars (\$300,000,000) is appropriated from the Fund to the

department for the following purposes:

(a) Statewide turf removal program.

(1) The program shall provide financial incentives to public and private property owners to convert their irrigated or watered landscaping to drought tolerant plantings, including appropriate low water using plants. The department shall set a maximum amount each applicant can receive, and shall allow greater incentives to low-income homeowners who could not otherwise afford to participate in the landscape water conversion program. No less than seventy-five percent (75%) of the funds allocated to this program shall be spent on programs benefitting residential property owners. The department shall make awards to nonresidential applicants on the basis of cost-effectiveness with respect to water supply. Each grant must reduce water consumption by at least fifty percent (50%) compared to current water use.

(2) The most cost-effective projects and those projects that provide the greatest environmental benefits based on the state investment shall receive highest priority for funding. Environmental benefits shall include, but not be limited to, planting appropriate drought resistant native and other plants, reduction in consumptive water use, and increased availability of water for environmental benefits.

(3) The department shall not reject or reduce eligibility to residents residing in service areas which have previously offered turf removal rebate programs as long as the resident was not a participant in the program.

(4) The department shall cooperate with eligible entities as defined in subdivision (a) of Section 86166 and the California Public Utilities Commission to develop an on-bill repayment mechanism to pay for the consumer's share of the landscape conversion project.

(b) Leak detection.

(1) Competitive grants on a matching basis to public water systems to reduce leaks in their water distribution systems, eliminate leaks in the water systems of their customers if the water system operator determines that customer leak detection and elimination is a cost-effective way to improve the water system operator's water supply and provides a public benefit, and install instrumentation to detect leaks at residential, institutional, and commercial properties. The department shall make awards on the basis of cost-effectiveness with respect to water supply. Water system operators receiving grants pursuant to this subdivision shall give highest priority to leak detection and water waste elimination programs in disadvantaged communities and economically distressed areas.

(2) No grant award shall exceed fifty percent (50%) of the cost of the project. Cost sharing may be reduced or eliminated for a grant award that primarily benefits residential property owners in a disadvantaged community or an economically distressed area.

(c) Toilet replacement. Competitive grants on a matching basis to public water systems or eligible entities as defined in subdivision (a) of Section 86166 to replace toilets using more than three gallons per flush with new toilets that conserve water and flush 1.28 gallons per flush or less. The department shall make awards on the basis of cost-effectiveness with respect to water supply. Entities receiving grants pursuant to this subdivision shall give highest priority to toilet replacement programs in disadvantaged communities and economically distressed areas.

(d) Water meters. Installation of water meters in disadvantaged communities that are not metered.

(e) Energy saving water conservation. Competitive grants on a matching basis to public water systems to undertake water conservation projects that promote saving energy. These projects shall document the greenhouse gas emission reductions coming from water conservation programs. The department shall make awards on the basis of cost-effectiveness with respect to water supply as well as energy savings. Highest priority shall be given to programs in disadvantaged communities and economically distressed areas.

(f) In determining how to allocate the funds appropriated pursuant to this section, the department shall determine which technologies are most cost-effective, produce the greatest environmental benefits, and provide the most benefit to disadvantaged communities and economically distressed areas.

(g) Any entity receiving a grant pursuant to this section may use grant funds to establish a revolving fund from which the entity may make loans to implement water conservation programs. The interest rate shall be established by the entity, and the entity may charge a reasonable administration fee to be paid along with the interest on the loan over the lifetime of the loan. Payments made on loans made pursuant to this program shall be returned to the revolving fund to be used for additional loans to implement water conservation programs. Loans made pursuant to this section may be for up to 15 years, or for the useful life of the water conservation project, whichever is shorter.

86031. The sum of fifteen million dollars (\$15,000,000) is appropriated from the Fund to the California Energy Commission for the Water Energy Technology Program to accelerate the deployment of innovative water and energy saving technologies and help continue to make water conservation a California way of life.

86032. (a) The purpose of this section is to help make it possible to improve flows in tributaries to the Delta, and to expedite the transfer of conserved agricultural water while minimizing impacts on water rights holders.

(b) The sum of fifty million dollars (\$50,000,000) is appropriated from the Fund to the department for matching grants to local agencies to aid in the construction and implementation of agricultural water conservation projects, and for grants in accordance with Section 79158.

(c) For the purposes of approving a grant under this section, the department shall determine if there will be a net savings of water as a result of each proposed project and if the project is cost-effective and technically sound.

(d) A project under this section shall not receive more than five million dollars (\$5,000,000) in grant proceeds from the department.

(e) The department shall give preference to the most cost-effective and technically sound projects.

(f) Priority shall be given to grants that result in water savings which are used to improve the quality of fish and wildlife through increased flows in tributaries to the Delta. Grants improving internal water district efficiency for other uses and transfers are also eligible for funding.

(g) No project may cause adverse impacts to fish or wildlife without mitigating those impacts below a level of significance. The cost of mitigation may be included in grant funds.

CHAPTER 5.4. Flood Management for Improved Water Supply.

86040. (a) The sum of two hundred million dollars (\$200,000,000) is appropriated from the Fund to the Central Valley Flood Protection Board for:

(1) Enlargement and environmental enhancement of existing floodways and bypasses within the jurisdiction of the Central Valley Flood Protection Board, including providing recreation opportunities.

(2) Improvement of flood control facilities and environmental enhancement within the jurisdiction of the Central Valley Flood Protection Board.

(b) To be eligible for funding under this section, a project shall provide reduced flood risk, reduced liability, or reduced maintenance responsibility for state agencies or local flood control districts or both.

(c) The Central Valley Flood Protection Board shall give preference to:

(1) Those projects that primarily benefit disadvantaged communities or economically distressed areas.

(2) Multi-benefit projects designed to reduce flood risk and enhance fish and wildlife habitat by allowing rivers and floodplains to function more naturally. These projects create additional public benefits such as protecting farms and ranches, improving water quality, increasing groundwater recharge, and providing public recreation opportunities.

(3) Those projects that include matching funds, including but not limited to matching funds from other state agencies. Matching fund requirements may be reduced or eliminated to the extent the project directly benefits disadvantaged communities or economically distressed areas.

(d) The Central Valley Flood Protection Board may make grants to eligible entities as defined in subdivision (a) of Section 86166 to implement this section.

(e) The Central Valley Flood Protection Board may use up to one million (\$1,000,000) of these funds to develop a programmatic permit for authorization of habitat restoration and related multi-benefit floodplain restoration projects whose primary purpose is restoration and that meet the criteria described in paragraphs (a) and (b) of this section.

(f) Of the amount appropriated in paragraph (a), fifty million dollars (\$50,000,000) shall be awarded for matching grants to public agencies to construct flood control improvements to existing dams on rivers in the Sacramento Valley that provide flood protection to urbanized areas. If these funds are not awarded for this purpose by January 1, 2032, they may be used for the other purposes of this section.

86041. (a) The sum of one hundred million dollars (\$100,000,000) is appropriated from the Fund to the department for grants to local agencies on a fifty percent (50%) matching basis to repair or reoperate reservoirs that provide flood control either as a principal purpose or as an indirect effect of their operation. Grantees must demonstrate that the proposed repair or reoperation will increase the amount of water stored in those reservoirs that could be put to beneficial use. No funds appropriated under this section shall be used to raise the height of any dam. Spillway modification projects that do not raise the

crest height of the dam are eligible for grant funds.

(b) (1) To be eligible for funding under this section, a project must provide substantial increases in recreational opportunities, such as trails along river channels, and significant net improvements to fish and wildlife habitat in and adjacent to the river channel downstream of the reservoir, and to the extent compatible with safe reservoir operation, within the reservoir. At least ten percent (10%) of project costs shall be allocated to these recreational and habitat purposes. The funds to carry out these purposes shall be allocated by the department directly to a state conservancy if there is a conservancy with jurisdiction over the area of the project. If there is no conservancy, the Natural Resources Agency's California River Parkways Program shall contract with an eligible entity as defined in subdivision (a) of Section 86166 to carry out these purposes. The agency operating the reservoir being repaired or reoperated shall approve the recreational and habitat elements of the project and shall not charge any fees for review, plan check, permits, inspections, or any other related costs associated with the project, and shall provide permanent operation and maintenance of the entire project, including the habitat and recreational elements. Projects may include grants to eligible entities as defined in subdivision (a) of Section 86166 to implement this paragraph.

(2) All costs associated with the requirements of this subdivision may be paid for with funds provided to local agencies by this section, and do not have to be matched by the agency.

(c) Grants made pursuant to this section may be for the purpose of seismic retrofit.

(d) No grants made pursuant to this section shall be for reservoir maintenance or sediment removal from the reservoir or upstream of the reservoir, except as necessary to complete projects authorized under paragraphs (a), (b), and (c).

(e) Applicants shall certify that projects paid for by funds provided by this section will be permanently operated and maintained.

(f) First priority shall be given to projects that benefit disadvantaged communities.

(g) Projects to assist in the reoperation of eligible reservoirs shall increase water supply for beneficial uses through the purchase and installation of water measuring equipment, acquisition of information systems, and the use of technologies and data to improve reservoir management.

(h) (1) A local public agency, Indian tribe or nonprofit organization that receives funding under this chapter to create recreational facilities or wildlife habitat may use up to twenty percent (20%) of those funds to establish a trust fund that is exclusively used to help pay for the maintenance and monitoring of those recreational facilities or wildlife habitat.

(2) A local public agency, Indian tribe or nonprofit organization that acquires an interest in land, recreation facilities or wildlife habitat with money from this chapter and transfers the interest in land, recreation facilities or wildlife habitat to another public agency, Indian tribe or nonprofit organization shall also transfer the ownership of the trust fund that was established to maintain that interest in the land, recreation facilities or wildlife habitat.

(3) This subdivision does not apply to state agencies.

(4) If the local public agency, Indian tribe or nonprofit organization does not establish a trust fund

pursuant to this subdivision, the agency, tribe or organization shall certify to the state agency making the grant that it can maintain the land, recreational facilities or wildlife habitat to be acquired or developed from funds otherwise available to the agency, tribe or organization.

(5) If the interest in land, recreational facilities or wildlife habitat is condemned or if the local public agency, Indian tribe or nonprofit organization determines that the interest in land, recreational facilities or wildlife habitat is unable to fulfill the purposes for which money from this chapter was expended, the trust fund and any unexpended interest are appropriated to the agency that provided the money. The funds returned to the agency may be utilized only for projects pursuant to this section.

(i) The department shall give preference to those projects that coordinate reservoir reoperation with the provision of water for groundwater recharge through conjunctive use or other integrated surface/groundwater projects.

86042. The sum of two hundred million dollars (\$200,000,000) is appropriated from the Fund to the San Francisco Bay Restoration Authority to provide matching grants for flood management, wetlands restoration, and other projects consistent with Article 2 (commencing with Section 66704.5) of Chapter 5 of Title 7.25 of the Government Code. For purposes of this section, matching funds may include funds provided by local governments, regional governments, the federal government, private parties, or other funds raised by the San Francisco Bay Restoration Authority. No grant shall exceed fifty percent (50%) of the cost of the project.

86043. (a)(1) A local public agency, Indian tribe or nonprofit organization that receives funding under this chapter to acquire an interest in land may use up to twenty percent (20%) of those funds to establish a trust fund that is exclusively used to help pay for the maintenance and monitoring of that interest in land.

(2) A local public agency, Indian tribe or nonprofit organization that acquires an interest in land with money from this chapter and transfers the interest in land to another public agency, Indian tribe or nonprofit organization shall also transfer the ownership of the trust fund that was established to maintain that interest in land.

(3) This subdivision does not apply to state agencies.

(b) If the local public agency, Indian tribe or nonprofit organization does not establish a trust fund pursuant to subdivision (a), the agency, tribe or organization shall certify to the state agency making the grant that it can maintain the land to be acquired from funds otherwise available to the agency, tribe or organization.

(c) If the interest in land is condemned or if the local public agency, Indian tribe or nonprofit organization determines that the interest in land is unable to fulfill the purposes for which money from this chapter was expended, the trust fund and any unexpended interest are appropriated to the agency that provided the money. The funds returned to the agency may be utilized only for projects pursuant to this chapter.

CHAPTER 5.5. Funding for Water Measurement and Information.

86048. The sum of sixty million dollars (\$60,000,000) is appropriated from the Fund for water measurement and information systems, as follows:

(a) The sum of twenty million dollars (\$20,000,000) is appropriated to the department for development of

methods and installation of water measuring equipment to improve estimates of water balance, water budgets, diversions and water use to support water allocations, drought management, groundwater management, water quality management and water rights.

(b) The sum of ten million dollars (\$10,000,000) is appropriated to the State board for development of information systems, technologies, and data that improve the State board's ability to manage water rights. These systems will include, but not be limited to, digitizing and making available the 10 million pages of paper records on water rights within the State board and in other repositories and the creation of a digital repository for water diversion and use data.

(c) The sum of ten million dollars (\$10,000,000) is appropriated to the Water Data Administration Fund established pursuant to Section 12420, to be used by the department in consultation with the State board for the purpose of making California water information interoperable, consistent with Part 4.9 of Division 6 of the Water Code.

(d) The sum of twenty million dollars (\$20,000,000) is appropriated as follows:

(1) Five million dollars (\$5,000,000) is appropriated to the University of California for its multi-campus Water Security and Sustainability Research Initiative to develop core elements of a water resources information system, in cooperation with the department and the State board.

(2) Five million dollars (\$5,000,000) is appropriated to the California Water Institute at California State University, Fresno to undertake research leading to improvement and conservation of water supplies and improved water quality in California.

(3) Five million dollars (\$5,000,000) is appropriated to the Irrigation Training and Research Center at California Polytechnic State University San Luis Obispo to undertake research leading to improvement and conservation of water supplies and improved water quality in California.

(4) Five million dollars (\$5,000,000) is appropriated to the Office of Water Programs at California State University, Sacramento to undertake research leading to improvement and conservation of water supplies and improved water quality in California.

(5) The institutions of higher education receiving funds pursuant to this paragraph shall work together to assure that their efforts do not conflict or overlap, but are complementary to each other.

CHAPTER 5.6. Capture and Use of Urban Runoff and Stormwater.

86050. (a) The sum of four hundred million dollars (\$400,000,000) is appropriated from the Fund to the State board for projects to capture and use urban dry weather runoff and stormwater runoff. All grants made pursuant to this section by the State board for construction projects must be to counties or cities, a city and county, or a joint powers authority containing a city, county, or city and county with responsibility for flood control or management. The State board may spend up to fifty million dollars (\$50,000,000) for grants to eligible entities as defined in subdivision (a) of Section 86166 to develop Stormwater Resource Plans. Funds available pursuant to this section shall be allocated to projects serving and providing a direct benefit to disadvantaged and severely disadvantaged communities. The State board may use these funds to make grants for technical assistance and outreach to disadvantaged communities.

(b) The sum of thirty million dollars (\$30,000,000) is appropriated from the Fund to the California Tahoe Conservancy for projects to capture and use dry weather runoff and stormwater runoff in the Lake Tahoe Basin pursuant to Title 7.42 (commencing with Section 66905) of the Government Code.

(c) The sum of forty million dollars (\$40,000,000) is appropriated from the Fund to the Santa Monica Mountains Conservancy for projects to capture and use dry weather runoff and stormwater runoff pursuant to Division 23 (commencing with Section 33000) of the Public Resources Code in the area defined in paragraph (2) of subdivision (d) of Section 86080.

(d) The sum of forty million dollars (\$40,000,000) is appropriated from the Fund to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for projects to capture and use dry weather runoff and stormwater runoff pursuant to Division 22.8 (commencing with Section 32600) of the Public Resources Code.

(e) The sum of forty million dollars (\$40,000,000) is appropriated from the Fund to the State Coastal Conservancy for projects to capture and use dry weather runoff and stormwater runoff pursuant to Division 21 (commencing with Section 31000) of the Public Resources.

(f) Funds spent pursuant to this section shall be used for competitive grants for projects that develop, implement, or improve multi-benefit projects identified and prioritized in Stormwater Resource Plans consistent with Part 2.3 (commencing with Section 10560) of Division 6, as that part may be amended, and shall include as many as possible of the following benefits: capture and treatment of stormwater or dry weather runoff for beneficial uses; removal of pollutants from the captured and treated runoff; creation or restoration of habitat or parkland to capture and treat stormwater or dry weather runoff for beneficial uses by using best management practices that improve environmental quality; removal of pollutants from the captured and treated runoff; creation or restoration of habitat or parkland; storage, infiltration or use of the captured and treated runoff to augment local water supplies; creation or restoration of native habitat, trails, park land or other natural open space; reduction of urban heat islands; and provision of other public recreational opportunities. Projects that include wetlands and native habitat or project elements designed to mimic or restore natural watershed functions shall be given the highest priority.

(g) Of the amount appropriated pursuant to subdivision (a), at least forty million dollars (\$40,000,000) shall be available for projects that reduce the flow of trash and other pollutants: (1) into a National Estuarine Research Reserve, onto beaches, or into near-shore coastal waters in San Diego County, or (2) into San Diego Bay. Priority shall be given to projects that reduce the flow of trash or other pollutants into one or more units of the State Parks System.

86051. (a) Each state agency receiving funds pursuant to this chapter shall require at least a fifty percent (50%) cost share by recipients of grant funds, but may eliminate or reduce the matching requirements for that portion of projects primarily benefiting disadvantaged communities or economically distressed areas.

(b) Projects funded by this section must comply with water quality policies or regulations adopted by the State board or the regional water quality control board with jurisdiction over the project.

(c) Project costs may include development of decision support tools, data acquisition, and geographic information system data analysis to identify and evaluate the benefits and costs of potential stormwater capture and reuse projects.

(d) Preference shall be granted to projects that divert stormwater or dry weather runoff from storm drains or channels and put it to beneficial use.

(e) Agencies receiving funds pursuant to this section shall give high priority to projects benefitting disadvantaged communities. Each agency receiving funds pursuant to this chapter shall allocate at least thirty-five percent (35%) of the funds they receive for projects that benefit disadvantaged communities.

(f) In implementing this chapter, each agency receiving funds pursuant to this chapter shall consult with the Natural Resources Agency regarding the integration and prioritization of the habitat, park land, open space, recreational and public use components of stormwater and dry weather runoff capture and reuse projects, and shall seek assistance from the Natural Resources Agency in the review and scoring of proposed projects.

(g) Projects may prevent stormwater and dry weather runoff from entering storm drains or channels.

86052. Entities defined in subdivision (a) of Section 86166 are eligible to receive funds under subdivisions (b), (c), (d) and (e) of Section 86050.

86053. Funds allocated pursuant to this chapter may be granted to an eligible applicant for single or multiple small-scale projects that are consistent with Chapter 6.5 of Division 2 of the Fish and Game Code, regardless of whether that Chapter is still in effect.

Chapter 5.7. Integrated Regional Water Management.

86054. The sum of five million dollars (\$5,000,000) is allocated to the department to provide direct funding support to approved Integrated Regional Water Management (IRWM) regional water management groups for the purpose of maintaining ongoing IRWM planning and implementation efforts, thereby sustaining the significant investment made through IRWM for regional collaboration on water management.

CHAPTER 6. Watershed, Land, and Fisheries Improvements.

CHAPTER 6.1. Watershed Improvement for Water Supply and Water Quality Enhancement.

86080. The sum of two billion three hundred fifty-five million dollars (\$2,355,000,000) is appropriated from the Fund to protect, restore and improve the health of watershed lands, including forest lands (including oaks, redwoods and sequoias), meadows, wetlands, chaparral, riparian habitat and other watershed lands, including lands owned by the United States, in order to protect and improve water supply and water quality, improve forest health, reduce fire danger consistent with the best available science, mitigate the effects of wildfires on water quality and supply, increase flood protection, remediate aquifers, or to protect or restore riparian or aquatic resources. No grants made pursuant to this section shall be for reservoir maintenance or sediment removal from a reservoir or upstream of a reservoir, except as necessary for field research required pursuant to subdivision (a). Funds shall be allocated as follows:

(a) Two hundred million dollars (\$200,000,000) to the Sierra Nevada Conservancy for the protection, restoration and improvement of Sierra Nevada watersheds, pursuant to Division 23.3 (commencing with Section 33300) of the Public Resources Code and including the purposes outlined in Section 33320 of the Public Resources Code. Funds shall also be spent for the implementation and to further the goals and

purposes of the Sierra Nevada Watershed Improvement Program. Projects eligible for funding under the Sierra Nevada Watershed Improvement Program may include research and monitoring to measure the impact of forest restoration work on water supply, climate and other benefits, including long-term air quality, water quality and quantity, greenhouse gas emissions, carbon storage, habitat, recreational uses, and community vitality. Projects funded under the Sierra Nevada watershed Improvement Program shall be based on the best available science regarding forest restoration and must be undertaken to improve water supply and quality, protect and restore ecological values and to promote forest conditions that are more resilient to wildfire, climate change, and other disturbances. The Sierra Nevada Conservancy may make grants to federal agencies if it determines such grants are the most efficient way to implement the intent of this division on federally managed lands.

(b) Sixty million dollars (\$60,000,000) to the California Tahoe Conservancy for the protection and restoration of watersheds of the Lake Tahoe Basin, pursuant to Title 7.42 (commencing with Section 66905) of the Government Code. Funds shall be spent for implementation and to further the goals and purposes of the Lake Tahoe Environmental Improvement Program, pursuant to Article 6 of Chapter 1.692 of Division 5 (commencing with Section 5096.351) of the Public Resources Code.

(c) One hundred million dollars (\$100,000,000) to the San Francisco Bay Area Conservancy Program of the Coastal Conservancy for the protection and restoration of watersheds of the San Francisco Bay Area, pursuant to Chapter 4.5 of Division 21 of the Public Resources Code (commencing with Section 31160).

(d) One hundred eighty million dollars (\$180,000,000) for the protection and restoration of watersheds of Los Angeles, Ventura, and Orange Counties as follows:

(1) Sixty million dollars (\$60,000,000) to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy for the protection and restoration of the watersheds of the San Gabriel and Lower Los Angeles Rivers pursuant to Division 22.8 (commencing with Section 32600) of the Public Resources Code.

(2) Sixty million dollars (\$60,000,000) to the Santa Monica Mountains Conservancy, for the protection and restoration of the watersheds of Santa Monica Bay, the Upper Los Angeles River and the Upper Santa Clara River pursuant to Division 23 (commencing with Section 33000) of the Public Resources Code, and the watersheds defined in subdivision (c) of Section 79570.

(3) Thirty million dollars (\$30,000,000) to the Santa Ana River Conservancy Program of the Coastal Conservancy for the protection and restoration of watersheds of the Santa Ana River pursuant to Chapter 4.6 of Division 21 of the Public Resources Code (commencing with Section 31170).

(4) Thirty million dollars (\$30,000,000) to the Baldwin Hills Conservancy for the protection and restoration of the Baldwin Hills and Ballona Creek watersheds, and for projects to capture dry weather runoff and stormwater runoff pursuant to Division 22.7 (commencing with Section 32550) of the Public Resources Code.

(e) Forty million dollars (\$40,000,000) to the San Diego River Conservancy for the protection and restoration of watersheds in San Diego County pursuant to Division of 22.9 (commencing with Section 32630) of the Public Resources Code.

(f) One hundred thirty-five million dollars (\$135,000,000) to the State Coastal Conservancy for the protection and restoration of coastal watersheds pursuant to Division 21 (commencing with Section

31000) of the Public Resources Code.

(g) One hundred fifty million dollars (\$150,000,000) for the protection and restoration of the watersheds of the Sacramento and San Joaquin Rivers as follows:

(1) One hundred million dollars (\$100,000,000) to the Sacramento-San Joaquin Delta Conservancy for protection and restoration of the Delta pursuant to Division 22.3 (commencing with Section 32300) of the Public Resources Code. Highest priority shall be given to projects that benefit the restoration of native species and that reduce the negative impacts of excessive salinity intrusion. Highest priority shall also be given to projects that restore habitat important to species listed pursuant to the federal Endangered Species Act (16 U.S.C. Chapter 35) and the California State Endangered Species Act (Fish and Game Code Sections 2050-2100). The funds may also be used for improvement of public recreational facilities in the Delta, and for grants to local agencies and nonprofit organizations to increase community access to parks and recreational opportunities for underserved urban communities in the Delta. The Conservancy may implement programs designed to reduce greenhouse gas emissions from the Delta.

(2) Twenty million dollars (\$20,000,000) to the San Joaquin River Conservancy for the implementation of the San Joaquin River Parkway pursuant to Division 22.5 (commencing with Section 32500) of the Public Resources Code.

(3) Thirty million dollars (\$30,000,000) to the Lower American River Conservancy Fund created by Section 5845.9 of the Public Resources Code. The Wildlife Conservation Board shall use these funds to implement Chapter 10.5 of Division 5 of the Public Resources Code (commencing with Section 5845).

(h) One hundred and seventy million dollars (\$170,000,000) for river parkways, as follows:

(1) Seventy million dollars (\$70,000,000) to the California Natural Resources Agency for projects pursuant the California River Parkways Act of 2004, Chapter 3.8 (commencing with Section 5750) of Division 5 of the Public Resources Code. The Secretary of the Natural Resources Agency shall allocate at least sixty-five percent (65%) of these funds for projects that benefit disadvantaged communities. With the remaining funds, the Secretary shall seek to benefit poorer communities that do not qualify as disadvantaged communities.

(2) Ten million dollars (\$10,000,000) to the State Coastal Conservancy for grants to nonprofit organizations and local public agencies to implement river parkway projects for habitat restoration, public recreation, and water quality improvement along the Guadalupe River corridor.

(3) Ten million dollars (\$10,000,000) to the State Coastal Conservancy for grants to nonprofit organizations and local public agencies to implement river parkway projects for habitat restoration, public recreation, and water quality improvement along the Russian River corridor.

(4) Ten million dollars (\$10,000,000) to the State Coastal Conservancy for grants to nonprofit organizations and local public agencies to implement river parkway projects for habitat restoration, public recreation, and water quality improvement along the Santa Clara River corridor.

(5) Ten million dollars (\$10,000,000) to the State Coastal Conservancy for grants to nonprofit organizations and local public agencies to implement river parkway projects for habitat restoration, public recreation, and water quality improvement along the Tijuana River corridor.

(6) Ten million dollars (\$10,000,000) to the State Coastal Conservancy for grants to nonprofit organizations and local public agencies to implement river parkway projects for habitat restoration, public recreation, and water quality improvement along the Carmel River corridor.

(7) Ten million dollars (\$10,000,000) to the State Coastal Conservancy for grants to nonprofit organizations and local public agencies to implement river parkway projects for habitat restoration, public recreation, and water quality improvement along the Napa River corridor.

(8) Fifteen million dollars (\$15,000,000) to the State Coastal Conservancy for river parkway projects within the San Diego Bay watershed.

(9) Fifteen million dollars (\$15,000,000) to the State Coastal Conservancy for river parkway projects along the Santa Margarita River in San Diego County.

(10) Ten million dollars (\$10,000,000) to the California Tahoe Conservancy to implement habitat restoration, public recreation, and water quality improvements along the Upper Truckee River corridor.

(i) One hundred fifty million dollars (\$150,000,000) shall be available for projects that restore, protect and preserve the Los Angeles River and its tributaries, as follows:

(1) Seventy-five million dollars (\$75,000,000) to the San Gabriel and Lower Los Angeles Rivers and Mountains Conservancy pursuant to Division 22.8 (commencing with Section 32600) of the Public Resources Code, and Section 79508 of the Water Code.

(2) Seventy-five million dollars (\$75,000,000) to the Santa Monica Mountains Conservancy pursuant to Division 23 (commencing with Section 33000) of the Public Resources Code, and Section 79508 of the Water Code.

(j) Three hundred million dollars (\$300,000,000) to the Wildlife Conservation Board for the following:

(1) For the protection and restoration of the watersheds of the Sacramento, Smith, Eel, and Klamath Rivers and other rivers of Marin, Sonoma, Mendocino, Humboldt and Del Norte Counties, and the Carrizo Plain pursuant to Chapter 4 of Division 2 (commencing with Section 1300) of the Fish and Game Code.

(2) For protection and restoration of oak woodlands and rangelands pursuant to Division 10.4 (commencing with Section 10330) of the Public Resources Code and Article 3.5 (commencing with Section 1360) of Chapter 4 of Division 2 of the Fish and Game Code.

(3) For acquisition and restoration of riparian habitat, migratory bird habitat, anadromous fisheries, wetland habitat and other watershed lands pursuant to Chapter 4 of Division 2 (commencing with Section 1300) of the Fish and Game Code.

(4) Grants may include funding to help fulfill state commitments to implement Natural Community Conservation Plans adopted pursuant to Chapter 10 of Division 3 (commencing with Section 2800) of the Fish and Game Code, and to large scale regional Habitat Conservation Plans adopted pursuant to the federal Endangered Species Act (16 U.S.C. Chapter 35).

(5) Of the amount made available pursuant to this subdivision, the sum of ten million dollars (\$10,000,000) shall be available to assist farmers in integrating agricultural activities with watershed restoration and wildlife protection. Priority shall be given to projects that include partnerships with resource conservation districts.

(6) Of the amount made available pursuant to this subdivision, the sum of fifty million dollars (\$50,000,000) is appropriated to the Oak Woodlands Conservation Fund established by Section 1363 of the Fish and Game Code, and may be expended pursuant to Article 3.5 of Chapter 4 of Division 2 of the Fish and Game Code.

(7) Of the amount made available pursuant to this subdivision, the sum of thirty million dollars (\$30,000,000) shall be available for grazing land protection pursuant to the California Rangeland, Grazing Land and Grassland Protection Act, commencing with Section 10330 of Division 10.4 of the Public Resources Code.

(8) Of the amount made available pursuant to this subdivision, not less than sixty million dollars (\$60,000,000) shall be available for projects that advance the conservation objectives of natural community conservation plans adopted pursuant to the Natural Community Conservation Planning Act, Chapter 10 (commencing with Section 2800) of Division 3 of the Fish and Game Code. First priority shall be given to plans that include protection of aquatic ecosystems. Funding pursuant to this paragraph shall not be used to offset mitigation obligations otherwise required.

(k) Twenty-five million dollars (\$25,000,000) to the Coachella Valley Mountains Conservancy for the protection and restoration of the Coachella Valley watershed pursuant to Division 23.5 (commencing with Section 33500) of the Public Resources Code.

(l) One hundred fifty million dollars (\$150,000,000) to the Department of Parks and Recreation for protection and restoration of watershed lands within and affecting units of the State Parks System, with high priority to redwood and other forest land important to protecting river and stream flows and quality. In addition to other purposes authorized pursuant to this section, the Department of Parks and Recreation may allocate funds to improve and increase the efficiency and effectiveness of State Park water supply and wastewater treatment systems.

(m) Sixty million dollars (\$60,000,000) to the Department of Conservation for watershed restoration and conservation projects on agricultural lands, rangelands, managed wetlands, and forested lands.

(1) No less than thirteen million dollars (\$13,000,000) shall be used for grants pursuant to Section 9084 of the Public Resources Code.

(2) No less than thirty-one million dollars (\$31,000,000) shall be used for the purposes of Division 10.2 (commencing with Section 10200) of the Public Resources Code.

(3) Ten million dollars (\$10,000,000) shall be used for the Watershed Coordinator Grant Program.

(n) One hundred million dollars (\$100,000,000) to the California Ocean Protection Council for projects that: (1) reduce the amount of pollutants that flow to beaches, bays, coastal estuaries, and near-shore ecosystems; and (2) protect coastal and near-shore ocean resources from the impacts of rising sea levels, storm surges, ocean acidification and related hazards, including, but not limited to, increasing the resiliency of near-shore ocean habitats. Projects may include, but are not limited to, projects that protect

or restore beaches, coastal estuaries and watersheds, bays, and near-shore ecosystems including marine protected areas. Of this amount, the Council shall use at least five million dollars (\$5,000,000) for the Local Coastal Program sea level rise grant program that supports Local Coastal Program updates to address sea level rise, including sea-level rise modeling, vulnerability assessments, and adaptation planning and policy development.

(o) The sum of two hundred million dollars (\$200,000,000) is appropriated from the Fund to the Natural Resources Agency, for water-related projects that implement the Natural Resources Agency's Salton Sea Management Program consistent with provisions of Article 2 (commencing with Section 2940) of Chapter 13 of Division 3 of the Fish and Game Code, and in fulfillment of the obligations of the State of California to comply with the terms of Chapters 611, 612, 613, and 614 of the Statutes of 2003. These statutes were enacted to facilitate the execution and implementation of the Quantification Settlement Agreement, including restoration of the Salton Sea. The Natural Resources Agency may expend these funds on projects that provide multiple benefits of ecosystem restoration, air quality improvement, and economic recovery for severely disadvantaged communities.

(1) Of the amount appropriated pursuant to this paragraph, not less than twenty million dollars (\$20,000,000) shall be available for purposes consistent with the New River Water Quality, Public Health, and River Parkway Development Program, as described in Section 71103.6 of the Public Resources Code.

(2) Of the amount allocated pursuant to this section, the sum of one million dollars (\$1,000,000) shall be available for a Salton Sea Integrated Watershed Plan providing technical assistance for, outreach to, and engagement with severely disadvantaged communities.

(p) Five million dollars (\$5,000,000) to the Delta Stewardship Council for the Delta Science Program as described in Section 85280.

(q) Fifty million dollars (\$50,000,000) to the department for Urban Streams Restoration Program competitive grants pursuant to Section 7048. The department shall allocate at least sixty-five (65%) of these funds for projects that benefit disadvantaged communities. With the remaining funds, the department shall seek to benefit poorer communities that do not qualify as disadvantaged communities.

(r) Twenty million dollars (\$20,000,000) to the California Department of Forestry and Fire Protection for grants for urban forestry projects that manage, capture or conserve stormwater, recharge local groundwater supplies or improve water supplies or water quality through infiltration, sediment management and erosion control pursuant to the California Urban Forestry Act, Chapter 2 (commencing with Section 4799.06) of Part 2.5 of Division 4 of the Public Resources Code.

(s) Fifteen million dollars (\$15,000,000) to the Delta Protection Commission for expenditures, grants, or loans for projects that improve water quality by improving wastewater treatment in Delta legacy communities (as described in section 32301(f) of the Public Resources Code) and at recreational facilities in the Delta. Funds may be expended on wastewater improvement projects serving Delta legacy communities, or Delta legacy community households with failing septic systems which threaten the quality of groundwater or surface water supplies used for urban, agricultural or fisheries purposes. Funds may also be allocated to improve and increase the efficiency and effectiveness of Delta recreational facility wastewater treatment systems. Priority shall be given to projects that address public health hazards. Projects may identify, plan, design, and implement regional mechanisms to consolidate wastewater systems or provide affordable treatment technologies.

(t) Twenty million dollars (\$20,000,000) to the Department of Parks and Recreation for projects that provide access to rivers for non-motorized recreation, and for grants to eligible entities as defined in subdivision (a) of Section 86166 for this purpose. First priority shall be given to projects that include matching funds, and to projects that serve disadvantaged communities and economically distressed areas, whether or not they include cost sharing.

(u) (1) Twenty million dollars (\$20,000,000) to the Wildlife Conservation Board for the construction of a Pacific Flyway Center in the vicinity of the Suisun Marsh, to be operated by the California Department of Fish and Wildlife. The Department of Fish and Wildlife may contract with a nonprofit organization to operate the Center. The Center shall be used to educate the public about the importance of California's wetlands, agricultural lands (including rice) and riparian areas in benefitting waterfowl, shorebirds, native plants and animals, the value of wetlands in absorbing gases that cause climate change, and similar educational purposes. The operator of the Center shall make special efforts to bring people, and especially students, from disadvantaged communities to the Center for educational purposes. If the Wildlife Conservation Board determines that all or part of these funds is not needed to complete this project, it may allocate the unneeded part of the funds to the purposes of paragraph (j) of this section.

(2) (A) Of the amount appropriated by paragraph (1), the Wildlife Conservation Board may make a grant of up to four million dollars (\$4,000,000) to a nonprofit organization whose principal purpose is wildlife conservation to establish a trust fund, the interest from which shall be used exclusively to operate the Pacific Flyway Center and bring people from disadvantaged communities to the Center.

(B) With the approval of the Department of Fish and Wildlife, the nonprofit organization can transfer the operation of the Pacific Flyway Center to another nonprofit organization. If such a transfer takes place, the trust fund shall be transferred to the new nonprofit organization.

(3) If the funds allocated by this section are not all used to construct the Pacific Flyway Center by January 1, 2028, any remaining funds are appropriated to the Wildlife Conservation Board for the purposes of Section 86123.

(v) Eighty million dollars (\$80,000,000) to the Coastal Conservancy for the removal of Matilija Dam, and for associated levee and flood control improvements, water supply improvements, and related projects on Matilija Creek and the Ventura River, and for river parkway projects along the Ventura River. The Conservancy may grant all or part of these funds to Ventura County. Highest priority for the river parkway projects shall be those which benefit disadvantaged communities. If the Coastal Conservancy determines that all or part of these funds is not needed to complete this project, it may allocate the unneeded part of the funds to the purposes of paragraph (f) of this section.

(w) The sum of twenty-five million dollars (\$25,000,000) to the University of California for the Natural Reserve System for matching grants for land acquisition and for the construction and development of facilities that will be used for research and training to improve the management of aquatic ecosystems, natural lands and the preservation or conservation of California's wildlife resources. Priority shall be given to projects that advance research on the impacts of climate change, reduction of greenhouse gas emissions, and adaptation of natural systems to the impacts of climate change.

(x) (1) The sum of fifty million dollars (\$50,000,000) is appropriated from the Fund to the Sierra Nevada Conservancy for the purpose of awarding grants within the jurisdiction of the Conservancy to eligible entities as defined in subdivision (a) of Section 86166 for the purpose of reducing the threat of wildfires which would negatively impact watershed health. Projects may be for the purpose of hazardous fuel

reduction, postfire watershed rehabilitation, forest management practices that promote forest resilience to severe wildfire, climate change, and other disturbances, and development of local plans to reduce the risk of wildfires that could adversely affect watershed health. Preference shall be given to grants which include matching funds, but this preference may be reduced or eliminated for grants which benefit disadvantaged communities or economically distressed areas.

(2) The sum of fifty million dollars (\$50,000,000) is appropriated from the Fund to the Department of Forestry and Fire Protection for the purpose of awarding grants in areas outside the jurisdiction of the Sierra Nevada Conservancy to eligible entities as defined in subdivision (a) of Section 86166 for the purpose of reducing the threat of wildfires which would negatively impact watershed health. Projects may be for the purpose of hazardous fuel reduction, postfire watershed rehabilitation and restoration, forest management practices that promote forest resilience to severe wildfire, climate change, and other disturbances, and development of local plans to reduce the risk of wildfires that could adversely affect watershed health. Preference shall be given to grants which include matching funds, but this preference may be reduced or eliminated for grants which benefit disadvantaged communities or economically distressed areas.

86083. Consistent with the other requirements of this chapter, funds spent pursuant to this chapter may be used for grants to eligible entities as defined in subdivision (a) of Section 86166. Funds awarded to eligible entities may be used for projects on land owned by a state or federal agency. With the exception of funds allocated to grant programs, funds may also be used directly by the state agency receiving the funds to implement watershed improvement projects consistent with this chapter. In making grants pursuant to this chapter, agencies shall give high priority to applications that include cost sharing, and to grants that benefit disadvantaged communities and economically distressed areas whether or not they include cost sharing.

86084. (a) For a project to be eligible for funding pursuant to this chapter, the project shall have watershed protection and restoration, water supply or water quality benefits, or ecosystem benefits relating to rivers, streams, forests, meadows, wetlands or other water-related resources.

(b) (1) Funds appropriated pursuant to this chapter may be used for protection and restoration of forests, meadows, wetlands, riparian habitat, coastal resources, and near-shore ocean habitat; to acquire land and easements to protect these resources and avoid development that may reduce watershed health, and to take other measures that protect or improve the quality or quantity of water supplies downstream from projects funded in whole or in part by this chapter. Forest restoration projects, including but not limited to hazardous fuel reduction, post-fire watershed rehabilitation, and forest management and tree planting using appropriate native plants shall be based on the best available science regarding forest restoration and must be undertaken to protect and restore ecological values and to promote forest conditions that are more resilient to wildfire, climate change, and other disturbances.

(2) Fuel hazard reduction activities on United States Forest Service lands in the Sierra Nevada and similar forest types shall be generally consistent with objectives of the Sierra Nevada Watershed Improvement Program and the best available science, including United States Forest Service General Technical Report 220 as it may be updated.

86085. Any entity receiving funds pursuant to this chapter that expends funds on private lands shall secure an agreement or interest in the private lands to assure the purpose of the expenditure is maintained for such time as is commensurate with the best practices for the type of project.

86086. (a)(1) A local public agency, Indian tribe or nonprofit organization that receives funding for a project pursuant to this chapter may use up to twenty percent (20%) of those funds to establish a trust fund that is exclusively used to help pay for the maintenance and monitoring of that project.

(2) A local public agency, Indian tribe or nonprofit organization that acquires an interest in a project with money from this chapter and transfers the interest in the project to another public agency, Indian tribe or nonprofit organization shall also transfer the ownership of the trust fund that was established to maintain that interest in the project.

(3) This subdivision does not apply to state agencies.

(b) If the local public agency, Indian tribe or nonprofit organization does not establish a trust fund pursuant to subdivision (a), the agency, tribe or organization shall certify to the state agency making the grant that it can maintain the project to be undertaken using funds otherwise available to the agency, tribe or organization.

(c) The interest from the trust fund shall be used only to monitor the implementation of a project, and maintain a project and its water supply and water quality benefits implemented pursuant to this chapter.

(d) If an interest in a project is condemned or if the local public agency, Indian tribe or nonprofit organization determines that the interest in the project is unable to fulfill the purposes for which money from this chapter was expended, the trust fund and any unexpended interest are appropriated and shall be returned to the agency that provided the money. The funds returned to the agency may be utilized only for projects pursuant to this chapter.

86087. Funds allocated pursuant to this chapter may be granted to an eligible applicant for single or multiple small-scale projects that are consistent with Chapter 6.5 of Division 2 of the Fish and Game Code, regardless of whether that Chapter is still in effect.

86088. By April 30, 2019, the Natural Resources Agency shall recommend provisions for grant approval guidelines to each state agency that receives an appropriation pursuant to this chapter in order to ensure appropriate consistency of the guidelines. Each agency shall consider the recommendations of the Natural Resources Agency as they adopt their own guidelines.

86089. Agencies receiving funds pursuant to this chapter shall give high priority to projects that benefit the native wildlife, birds and fishes of California.

CHAPTER 6.2. Land and Water Management for Water Supply Improvement.

86090. The sum of one hundred million dollars (\$100,000,000) is appropriated from the Fund to the Wildlife Conservation Board for the purpose of awarding competitive grants to eligible entities as defined in subdivision (a) of Section 86166 to improve the quality of public and private rangelands, wildlands, meadows, wetlands, riparian areas and aquatic areas for the purpose of increasing groundwater recharge and water supply from those lands, and for improving water quality consistent with protecting and restoring ecological values.

86091. Funds allocated pursuant to this chapter may be granted to an eligible applicant for single or multiple small-scale projects that are consistent with Chapter 6.5 of Division 2 of the Fish and Game Code,

regardless of whether that Chapter is still in effect.

86094. In making grants pursuant to this chapter, the Wildlife Conservation Board shall give highest priority to projects which:

(a) Are most cost-effective in producing improved water supply or water quality, and which provide the greatest fish and wildlife benefits.

(b) Include matching funds.

(c) Benefit disadvantaged communities and economically distressed areas.

(d) Are for the purpose of invasive plant control and eradication, restoration of riparian habitat, meadows and wetlands, and other projects that improve the flow of water from the lands, and reduce the use of water by invasive plant species.

86096. For a project to be eligible for funding pursuant to this chapter, the project shall have water supply or water quality benefits or both. A project that targets the removal of invasive plants to increase water supply shall only be funded if the applicant guarantees that the land from which plants will be removed will be maintained.

86097. (a)(1) A local public agency, Indian tribe or nonprofit organization that receives funding under this chapter may use up to twenty percent (20%) of those funds to establish a trust fund that is exclusively used to help pay for the maintenance and monitoring of the funded project.

(2) A local public agency, Indian tribe or nonprofit organization that undertakes a project with money from this division and can no longer maintain the project shall transfer the ownership of the trust fund to another public agency, Indian tribe or nonprofit organization that is willing and able to maintain that project.

(3) This subdivision does not apply to state agencies.

(b) If the local public agency, Indian tribe or nonprofit organization does not establish a trust fund pursuant to subdivision (a), the agency, tribe or organization shall certify to the state agency making the grant that it can maintain the project in an appropriate condition.

(c) The interest from the trust fund established from the funds available pursuant to this section shall be used only to maintain a project and its water supply and water quality benefits implemented pursuant to this chapter.

(d) If the interest in a project is condemned or if the local public agency, Indian tribe or nonprofit organization determines that the interest in the project is unable to fulfill the purposes for which money from this chapter was expended, the trust fund and any unexpended interest are appropriated and shall be returned to the Wildlife Conservation Board. The funds returned may be utilized only for projects authorized by this chapter.

86098. In implementing this chapter, the Wildlife Conservation Board may provide incentives to landowners for conservation actions on private lands or use of voluntary habitat credit exchange mechanisms.

86099. At least ten percent (10%) of the funds available pursuant to this section shall be allocated for projects that provide a direct benefit to disadvantaged communities. These benefits may include range improvement, among other benefits. These projects may include technical assistance for, outreach to, and engagement with disadvantaged communities.

CHAPTER 6.3. Conservation Corps.

86105. The sum of forty million dollars (\$40,000,000) is appropriated from the Fund to the California Conservation Corps for projects to protect, restore, and improve the health of watershed lands, including forest lands, meadows, wetlands, chaparral, riparian habitat and other watershed lands. Projects may include, but are not limited to, regional and community fuel hazard reduction projects on public lands, invasive species removal, and stream, river, and riparian restoration projects. The California Conservation Corps shall allocate at least fifty percent (50%) of the funds pursuant to this section for grants to certified local conservation corps. Projects shall improve water quality, water supply reliability, or riparian or watershed health. Projects shall be undertaken in coordination with a nonprofit organization or public agency.

CHAPTER 6.4. Central Valley Fisheries Restoration.

86106. (a) The people of California find and declare that the protection, restoration and enhancement of native fish populations (including anadromous salmonids) of the Central Valley is necessary for the ecological and economic health of the State of California.

(b) Fish need both suitable habitat and appropriately timed flows in rivers and their tributaries.

(c) The State Water Resources Control Board shall take note of the funding provided by this chapter and the resulting fish habitat restoration as the Board determines flows necessary to restore Central Valley native fish populations and fisheries.

(d) Many state and federal agencies, including the Department of Water Resources, Department of Fish and Wildlife, Delta Stewardship Council, Delta Conservancy, Wildlife Conservation Board, Central Valley Flood Protection Board, and federal Bureau of Reclamation, United States Fish and Wildlife Service, and National Marine Fisheries Service have prepared policies and plans to restore Central Valley native fish and fisheries habitat, but these policies and plans are not fully funded.

(e) Many state and federal laws require the restoration of Central Valley native fish populations and fisheries habitat, but funding has not been fully available to carry out the requirements of these laws.

(f) The sum of four hundred million dollars (\$400,000,000) is appropriated from the Fund to the California Natural Resources Agency for the restoration of Central Valley populations of native fish and fisheries habitat.

(1) (A) The Secretary of the Natural Resources Agency shall appoint a Central Valley Fisheries Advisory Committee made up of representatives from the Central Valley Salmon Habitat Partnership, appropriate local, state and federal fish and water management and other agencies, nonprofit organizations, commercial fishing organizations, universities, local agencies and Indian tribes with relevant scientific expertise including representation from the upper watersheds. The committee shall advise the Secretary on the annual expenditure of funds appropriated pursuant to this Chapter. The

committee may solicit projects, and direct the creation of projects pursuant to this chapter, subject to approval by the Secretary.

(B) The committee shall work closely with representatives from each river basin in the Central Valley, including local government and water agencies, Indian tribes, and nonprofit organizations, to develop projects that are most suitable for the conditions in the basin, and which meet the other requirements of this section.

(C) In proposing projects, the committee shall take into account the entire life cycle of the fish species to be benefitted, and shall consider the interaction of the effects of each project within a river basin with projects in other river basins. The committee shall also consider adverse impacts resulting from poor watershed health, including severe wildfire and extensive tree mortality.

(2) Projects funded pursuant to this section shall increase self-sustaining populations of native fish, or contribute to an existing fish population becoming self-sustaining in the future, with a minimal requirement of expenditures to continue to operate the project. No funds may be expended on fish hatcheries.

(3) The committee shall give high priority to projects that provide multiple benefits, such as improved flood management, improved water quality, improved water supply, enhanced groundwater sustainability, aquifer remediation and reduction of emission of greenhouse gases, while also improving conditions for native fish species and their habitats. The committee shall also give high priority to projects that can be integrated into an existing flow regime and provide multi-species benefits over a range of flow conditions. The committee shall also give high priority to projects that are consistent with recovery plan and resiliency strategies for native California fish species.

(4) Expenditures shall be for capital outlay projects, such as conservation easements, water measurement needed to measure the effects of the project, projects that restore or enhance fisheries habitat such as floodplain expansion, reintroductions of fish into their historical habitat, improved fish passage opportunities, creation or enhancement of spawning and rearing habitat and other projects. Acquisition of land or easements as part of a fisheries enhancement project must be from willing sellers. Project costs shall include the costs of planning, environmental review, mitigation of the impacts of the project, and permitting. High priority shall be given to projects that provide adult and juvenile fish access to or fish passage through agricultural fields or floodplain habitats that will provide enhanced juvenile rearing and food production opportunities.

(5) Of the funds authorized by this section, the Secretary of the Natural Resources Agency may allocate up to ten million dollars (\$10,000,000) for one or more grants for capital outlay and related programmatic purposes to institutions of higher education for facilities that can be used to improve scientific and technical coordination, communication and training among those institutions, the department, the Department of Fish and Wildlife, the State board and other state agencies to assure that developments in ecosystem and fisheries science and management are deployed and employed across higher education institutions and state government agencies.

(g) Based on the recommendations of the committee, the Secretary of the Natural Resources Agency may make grants to any state or local agency, Indian tribe, or nonprofit organization to carry out the purpose of this section. The Secretary shall give high priority to projects that include matching funds, projects with a local agency as the lead agency, and projects supporting proposed actions in the Sacramento Valley Salmon Resiliency Strategy (as published by the California Natural Resources Agency in June 2017, and as

it may be amended), the National Marine Fisheries Service California Central Valley Steelhead Recovery Plan and other similar strategies as they are adopted.

(h) Of the amount appropriated pursuant to this section, not less than thirty-five million dollars (\$35,000,000) shall be available for projects to restore rivers and streams in support of fisheries and wildlife, including, but not limited to, reconnection of rivers with their floodplains, riparian and side-channel habitat restoration pursuant to the California Riparian Habitat Conservation Program, Chapter 4.1 (commencing with Section 1385) of Division 2 of the Fish and Game Code, and restoration and protection of upper watershed forests and meadow systems that are important for fish and wildlife resources. Subdivision (f) of Section 79738 of the Water Code applies to this subdivision. Priority shall be given to projects supported by multi-stakeholder public or private partnerships, or both, using a science-based approach and measurable objectives to guide identification, design, and implementation of regional actions to benefit salmon and steelhead.

(i) Of the amount appropriated pursuant to this section, five million dollars (\$5,000,000) shall be available to assist in the development of the Central Valley Salmon Partnership Habitat Implementation Plan.

(j) The Secretary shall give high priority to the removal of Dennett Dam on the Tuolumne River, if additional funds are still needed to complete removal of the Dam.

(k) A local public agency, Indian tribe or nonprofit organization receiving funding under this chapter may use up to twenty percent (20%) of those funds to establish a trust fund, the proceeds of which shall be used exclusively to pay or help pay for the maintenance and monitoring of the project being funded.

(1) If the local public agency, Indian tribe or nonprofit organization is unable to continue to maintain and monitor the project, it may transfer ownership of the trust fund to another public agency, Indian tribe or nonprofit organization, with the approval of the Secretary of the Natural Resources Agency.

(2) This subdivision does not apply to state agencies.

(3) If the local public agency, Indian tribe or nonprofit organization does not establish a trust fund pursuant to paragraph (1), the agency, tribe or organization shall certify to the Secretary of the Natural Resources Agency that it can maintain the project from funds otherwise available to the agency, tribe or organization.

(4) If all or part of the project cannot be maintained or is condemned, the trust fund and any unexpended interest are appropriated to the California Natural Resources Agency. The funds returned to the Agency may be utilized only for projects pursuant to this chapter.

(l) Of the amount appropriated to the California Natural Resources agency pursuant to this section, seven million dollars (\$7,000,000) is appropriated to the Department of Fish and Wildlife for native fish restoration projects on the upper Feather River below Oroville dam for gravel restoration, streambed restoration, and salmon habitat restoration projects.

CHAPTER 7. Groundwater Sustainability and Storage.

86110. (a) The sum of six hundred seventy-five million dollars (\$675,000,000) is appropriated from the Fund to the department for projects and programs that support sustainable groundwater management

consistent with Part 2.74 of Division 6 (commencing with Section 10720). The funds shall be used for competitive grants that advance sustainable groundwater management through implementation of groundwater sustainability plans and projects that protect, enhance, or improve groundwater supplies. At least ten percent (10%) of all grants made pursuant to this paragraph shall be made to groundwater sustainability agencies whose groundwater basins underlie disadvantaged communities.

(b) The sum of ten million dollars (\$10,000,000) is appropriated from the fund to the State board, for use by the Office of Sustainable Water Solutions to implement a multidisciplinary technical assistance program for small and disadvantaged communities, and support the involvement of disadvantaged communities and the public in groundwater sustainability agencies and in the development and implementation of groundwater sustainability plans.

86111. (a) Of the funds authorized by section 86110, six hundred forty million dollars (\$640,000,000) shall be available for grants to groundwater sustainability agencies implementing groundwater sustainability plans pursuant to subdivision (k) of Section 10721 for the following purposes:

(1) Groundwater recharge and storage projects including but not limited to acquisition of land and groundwater pumping allocations from willing sellers, planning of facilities such as feasibility studies and environmental compliance, distribution systems, and monitoring facilities. No grant made pursuant to this section shall exceed twenty million dollars (\$20,000,000).

(2) Projects that implement groundwater sustainability plans pursuant to Part 2.74 of Division 6 (commencing with Section 10720). Projects eligible for funding include but are not limited to feasibility studies, environmental compliance, engineering work used to develop groundwater use and sustainable yield for specific projects, well use measurement and innovative decision support tools.

(3) Projects that assess and address saltwater intrusion including future impacts related to climate change.

(4) Matching grants to groundwater sustainability agencies to develop groundwater sustainability plans pursuant to subdivision (k) of Section 10721. No grant shall exceed one million dollars (\$1,000,000), and no groundwater sustainability agency shall receive more than one grant.

(b) Of the funds authorized by this section, the sum of five million dollars (\$5,000,000) shall be available for research to guide investments made pursuant to this section. Research activities may include, but are not limited to, geophysical surveys, system-level modeling and analysis, development of novel methods and tools that can be applicable to local decision-making, cross-sector economic and policy analysis of novel recharge methods, and development of new approaches to significantly enhance groundwater recharge and fit-for-purpose water treatment and reuse.

(c) Of the funds authorized by this section, the department may allocate up to ten million dollars (\$10,000,000) for the development of publicly accessible decision support tools to assist groundwater sustainability agencies in conducting drinking water quality analysis, including the development and assessment of sustainable yield, undesirable results, measurable objectives and other required targets. The decision support tools should also support vulnerability assessments to help determine communities that may be at risk of facing water supply or contamination challenges. The tools should be available for other efforts such as drought vulnerability assessments and shall be linked to the Human Right to Water indicator housed at the State board.

(d) Of the funds authorized by this section, the department may allocate up to five million dollars (\$5,000,000) for one or more grants for capital outlay and related programmatic purposes to institutions of higher education for facilities that can be used to improve communication and coordination among these institutions, the department and the State board in order to assure that developments in groundwater science and management are efficiently deployed and employed across higher education institutions and state government agencies.

(e) A local public agency, Indian tribe or nonprofit organization receiving funding under this section may use up to twenty percent (20%) of those funds to establish a trust fund used exclusively to pay or help pay for the maintenance and monitoring of the agency's or organization's interest in land acquired pursuant to this section.

(1) If the local public agency, Indian tribe or nonprofit organization that acquired an interest in land with money from this section decides to transfer that interest to another public agency, Indian tribe or nonprofit organization, the ownership of the trust fund established to maintain that interest in land shall also be transferred.

(2) This subdivision does not apply to state agencies.

(3) If the local public agency, Indian tribe or nonprofit organization does not establish a trust fund pursuant to this subdivision the agency, tribe or organization shall certify to the state agency making the grant that it can maintain the land to be acquired from funds otherwise available to the agency, tribe or organization.

(4) If the interest in land is condemned or if the local public agency, Indian tribe or nonprofit organization determines that the interest in land is unable to fulfill the purposes for which money from this chapter was expended, the trust fund and any unexpended interest are appropriated to the agency that provided the money. The funds returned to the agency may be utilized only for projects pursuant to this chapter.

86112. (a) The department shall give priority for funding pursuant to this chapter to the following in equal priority:

(1) Groundwater basins designated by the department as critically overdrafted basins, groundwater basins which are in danger of becoming critically overdrafted, and groundwater basins where surface and groundwater are interconnected.

(2) Groundwater basins with documented water quality problems, land subsidence, impacts on surface streams or groundwater dependent ecosystems, or other undesirable results as defined by subdivision (x) of Section 10721.

(3) Groundwater basins that protect important state-owned resources, such as state parks and wildlife areas.

(4) Projects that support the use of floodwaters of acceptable water quality to recharge groundwater basins. This innovative multi-benefit concept brings together four important California water management objectives, including flood hazard reduction, sustainable groundwater management, ecosystem restoration, and water supply reliability.

(A) Projects may include adaptive modification of flood and conservation storage operations at reservoirs, modifications to spillway facilities at existing reservoirs, inundation of new or expanded flood bypasses or temporary flood storage land areas, application of floodwaters to agricultural lands during fallow or dormant seasons, or increased use of existing groundwater recharge facilities.

(B) Projects may include using floodwaters for recharge of groundwater projects, with both flood hazard reduction and groundwater sustainability benefits.

(C) Projects that provide benefits in flood hazard reduction and groundwater sustainability. Project feasibility can also be supported by ecosystem restoration and water supply benefits.

(b) Of the amount appropriated in section 86110, the department may use up to ten million dollars (\$10,000,000) for the following purposes:

(1) Assess statewide potential for use of floodwaters for recharge and prioritize locations based upon proximity and conveyance connections in the State with flood hazard reduction and groundwater sustainability needs.

(2) Complete a pilot study of a priority location to demonstrate potential water resources management innovations to facilitate flood hazard reduction and groundwater recharge.

(3) Identify and demonstrate use of analytical tools and innovative water management techniques to support development of available floodwaters and recharge of groundwater basins.

(4) Develop economic monetization techniques of groundwater recharge benefits.

(5) Demonstrate application of the department's climate change methodology to both water supply and flood management applications.

(6) Provide technical assistance to groundwater sustainability and local flood management agencies, as well as coordination with state and federal flood agencies.

(c) The department shall consider the following criteria when awarding grants:

(1) The potential of the project to prevent or correct undesirable results due to groundwater use.

(2) The potential of the project to maximize groundwater storage, reliability, recharge or conjunctive use.

(3) The potential of the project to support sustainable groundwater management.

(4) The annualized cost-effectiveness of the project to achieve the goals of the Sustainable Groundwater Management Act, Chapter 2.74 of Division 6 (commencing with Section 10720).

(d) Eligible entities as defined in subdivision (a) of Section 86166, including groundwater sustainability agencies, shall be eligible for grants. Priority for funding shall be given to local agencies implementing the Sustainable Groundwater Management Act.

(e) For purposes of awarding funding under this chapter, a local cost share of not less than fifty percent (50%) of the total cost of the project shall be required. The cost-sharing requirement may be waived or reduced for that portion of a project that directly benefits a disadvantaged community or economically distressed area, or for projects the majority of whose benefits are to restore ecosystems dependent on groundwater.

(f) No grant may be made unless the Department of Fish and Wildlife certifies that harm done to fish or wildlife as a result of the project will be mitigated to ensure any potential impacts are less than significant.

(g) Eligible projects may include such infrastructure improvements such as improved canal and infiltration capacity.

86113. (a) For purposes of this section, "District" means the Borrego Water District.

(b) Of the amount appropriated in Section 86110, thirty-five million dollars (\$35,000,000) shall be awarded as a grant to the District for the following programs:

(1) Acquisition of land and acquisition of the right to pump groundwater from willing sellers to reduce groundwater pumping in order to bring groundwater pumping within the boundaries of the Borrego Springs Subbasin of the Borrego Valley Groundwater Basin to a level that is sustainable on a long-term basis pursuant to the Sustainable Groundwater Management Act, Chapter 2.74 of Division 6 (commencing with Section 10720). Lands acquired may be transferred to the Department of Parks and Recreation, a nonprofit organization or another public agency for future management.

(2) Water end-use efficiency, including urban and agricultural water conservation, and water conservation on recreational facilities such as golf courses.

(3) Restoration of lands acquired pursuant to this section.

(4) Stormwater capture for groundwater basin recharge and re-use.

(5) Other District projects implementing the Sustainable Groundwater Management Act.

(c) (1) No cost sharing by the District is required to implement this section. This is justified because the community of Borrego Springs is a severely disadvantaged community, and because excessive groundwater pumping can impact important resources in Anza-Borrego Desert State Park whose 500,000 annual visitors contribute an estimated forty million dollars (\$40,000,000) annually to the region, as well as support 600 jobs.

(2) The District may require cost sharing by beneficiaries when making grants pursuant paragraphs (2) and (4) of subdivision (b).

(d) As a condition of this grant, the District must agree to:

(1) Implement measures which assure that lands not presently being irrigated will not come into irrigation, and that presently irrigated lands will not become more intensively irrigated; and

(2) Require new development to pay all costs of water purchases the District incurs, and all costs of water projects the District undertakes in order to accommodate that development.

(e) (1) The District or a nonprofit organization that receives funding pursuant to this chapter to acquire an interest in land may use up to twenty percent (20%) of those funds to establish a trust fund that is exclusively used to help pay for the maintenance, monitoring and restoration of that interest in land.

(2) The District or a nonprofit organization that acquires an interest in land with money from this chapter and transfers the interest in land to another public agency or nonprofit organization shall also transfer the ownership of the trust fund that was established to maintain that interest in land.

(3) This subdivision does not apply to state agencies.

(4) If the District or nonprofit organization does not establish a trust fund pursuant to this subdivision, the agency or organization shall certify to the department that it can maintain the land to be acquired from funds otherwise available to the agency or organization.

(5) If the interest in land is condemned or if the District or nonprofit organization determines that the interest in land is unable to fulfill the purposes for which money from this chapter was expended, the trust fund and any unexpended interest are appropriated to the District. The funds returned to the District may be utilized only for projects pursuant to this chapter.

(f) Any funds not needed by the District to implement the program described in this section may be granted by the District to a nonprofit organization or the California Department of Parks and Recreation to acquire lands adjacent to or in the immediate proximity of Anza-Borrego Desert State Park to prevent development or irrigation of that land which might impact groundwater resources in the Park. These lands may be inside or outside the boundaries of the District, but must be within the boundaries of the Borrego Springs Subbasin of the Borrego Valley Groundwater Basin, which is the source of all potable water for the Borrego Springs community and visitors to the Park. The lands may be used for wildlife habitat.

(g) The District may award grants to nonprofit organizations in order to carry out all or part of the programs authorized by this section.

CHAPTER 8. Water for Wildlife, Pacific Flyway Restoration, and Dynamic Habitat Management.

86120. The sum of three hundred million dollars (\$300,000,000) is appropriated from the Fund to the Wildlife Conservation Board (hereinafter in this section "the Board") to acquire water from willing sellers and to acquire storage and delivery rights to improve conditions for fish and wildlife in streams, rivers, wildlife refuges, wetland habitat areas and estuaries. High priority shall be given to meeting the water delivery goals of the Central Valley Project Improvement Act (Title 34 of Public Law 102-575). The Board may arrange for acquisition, long-term lease agreements, or transfer of water rights if it determines such actions are beneficial to wildlife conservation. The Board may sell, transfer, or store water or storage rights purchased pursuant to this section, if the Board finds that the sale, transfer or storage will not cause harm to fish and wildlife. In years when the Board does not require the water for fish and wildlife purposes, the Board may temporarily sell or lease the water or delivery rights. Notwithstanding Section 13340 of the Government Code, the proceeds of any water sales pursuant to this section by the Board are appropriated directly to the Board without regard to fiscal year. The Board shall use the proceeds of the sale, lease or transfer of water or delivery rights to achieve conservation purposes authorized by this

section. The acquisition of water using funds expended pursuant to this chapter shall only be used for projects that will provide fisheries, wildlife or ecosystem benefits.

86121. The sum of fifty million dollars (\$50,000,000) is appropriated from the Fund to the California Department of Fish and Wildlife for the purpose of improving water supply and water quality conditions for fish and wildlife on private lands. The California Department of Fish and Wildlife may provide incentives to landowners for conservation actions on private lands or use of voluntary habitat credit exchange mechanisms. Such incentives shall be designed to be appropriately flexible and responsive to the highly variable amounts of water required by fish and wildlife.

The Department of Fish and Wildlife shall use a portion of the funds provided by this section to develop a programmatic authorization to expedite approval of habitat restoration and water quality improvement projects not covered under Chapter 6.5 of Division 2 of the Fish and Game Code, and for the implementation of that Chapter.

86122. The sum of three hundred million dollars (\$300,000,000) is appropriated from the Fund to the Wildlife Conservation Board for coastal and Central Valley salmon and steelhead fisheries restoration projects. The Wildlife Conservation Board shall give priority to projects that contribute to the recovery of salmon and steelhead species listed pursuant to the state or federal endangered species acts, to enhance commercial and recreational salmon fisheries and to achieve the goals of Chapter 8 of Part 1 of Division 6 (commencing with Section 6900) of the Fish and Game Code.

(a) Of the amount appropriated by this section, up to one hundred million dollars (\$100,000,000) shall be spent for matching grants to local agencies for capital outlay projects to implement programs to improve fish passage opportunities and to restore anadromous salmonid habitats, particularly juvenile rearing habitat for spring run salmon, on rivers in the Sacramento Valley that have dams blocking the main stem of the river.

(b) Of the amount appropriated by this section, at least one hundred million dollars (\$100,000,000) shall be spent to install fish screens on the Sacramento and San Joaquin Rivers and their tributaries and in the Delta to screen anadromous fish from water intakes. High priority shall go to projects identified as high priority in the Sacramento Valley Salmon Resiliency Strategy (as published by the California Natural Resources Agency in June 2017, and as it may be amended).

86123. (a) The sum of two hundred eighty million dollars (\$280,000,000) is appropriated from the Fund to the Wildlife Conservation Board for projects to protect migratory birds through habitat acquisition, easements, restoration, or other projects, and to provide water for wildlife refuges and wildlife habitat areas to fulfill the purposes identified in the Central Valley Joint Venture Implementation Plan, as it may be amended, including:

(1) Projects to implement this section which may include conservation actions on private lands.

(2) Protection and restoration of riparian and wetland habitat in the Sacramento River Basin.

(3) Protection and restoration of riparian and wetland habitat in the San Joaquin and Tulare Basins.

(b) Of the amount appropriated by this section, forty million dollars (\$40,000,000) shall be deposited in the California Waterfowl Habitat Preservation Account established pursuant to Section 3467 of the Fish

and Game Code, for the purposes of implementing the California Waterfowl Habitat Program pursuant to Article 7 (commencing with Section 3460) of Chapter 2 of Part 1 of Division 4 of the Fish and Game Code, the California Landowner Incentive Program of the Department of Fish and Wildlife, the Permanent Wetland Easement Program of the Wildlife Conservation Board, and the establishment or enhancement of waterfowl nesting and other wildlife habitat cover on fallowed lands including projects authorized pursuant to Section 1018.

(c) Of the amount appropriated by this section, ten million dollars (\$10,000,000) shall be deposited in the Shared Habitat Alliance for Recreational Enhancement (SHARE) Account established pursuant to Section 1572 of the Fish and Game Code and administered by the Department of Fish and Wildlife for the purposes of providing hunting and other wildlife-dependent recreational opportunities to the public through voluntary agreements with private landowners.

(d) Of the amount appropriated by this section, at least one hundred and ten million dollars (\$110,000,000) shall be expended for acquisition and delivery of water to wildlife refuges, and associated infrastructure projects, to achieve full compliance with the terms of subsection (d) of Section 3406 of the Central Valley Project Improvement Act (Title 34 of Public Law 102-575).

CHAPTER 8.6. Sacramento Region Water Reliability and Habitat Protection.

86124. (a) Ten million dollars (\$10,000,000) is appropriated from the Fund to the department for grants to the Regional Water Authority and to the City of Sacramento on behalf of the Sacramento Area Water Forum for projects that are consistent with the coequal objectives of the Water Forum Agreement. Eligible projects include facilities, studies and other actions to improve flow and temperature conditions and habitat in the lower American River, increase water use efficiency and conservation, or improve the integration of surface water and groundwater supplies to provide for dry year water supply reliability.

(b) The Regional Water Authority and the Water Forum shall jointly develop and approve studies, projects, or programs to be funded by the grants. Highest priority shall be given to improving water temperature conditions in the lower American River, and to projects or programs that contribute to both of the Water Forum's coequal objectives of improving water supply and protecting the environment. The Regional Water Authority will be the grantee for water supply and water efficiency projects. The City of Sacramento, on behalf of the Water Forum, will be the grantee for environmental protection, water temperature studies, and habitat restoration projects.

(c) The amount allocated in aggregate to the package of projects shall not exceed fifty percent (50%) of the projects' total cost.

(d) No funds appropriated pursuant to this section may be spent to build new surface storage or raise existing reservoirs.

CHAPTER 9. Bay Area Regional Water Reliability.

86125. Two hundred and fifty million dollars (\$250,000,000) is appropriated from the Fund to the department for a grant to the group of eight water agencies collectively known as the Bay Area Regional Reliability Partnership (BARR) for new facilities that extend the benefits of surface water storage for region-wide benefits in any of the following areas: drought supply reliability, drinking water quality, and emergency storage, as generally described in the Final Mitigation Project List contained in the San Francisco Bay Area Regional Reliability Drought Contingency Plan. The Contra Costa Water District may

receive the grant on behalf of the Partnership unless the BARR Partnership has a governance structure in place at the time of the grant award that makes its eligible to receive the funds directly. The participating water agencies in the San Francisco Bay Area Regional Reliability Drought Contingency Plan will determine and designate funds to one or any of the listed projects, however in no case will the amount determined for any single project be more than 50% of the project's total cost. No funds appropriated pursuant to this section may be spent to build new surface storage, or raise existing reservoirs.

CHAPTER 10. Improved Water Conveyance and Water Conservation.

86126. Even though the drought has eased, the effects of the drought are still being felt in many areas throughout the state, including the San Joaquin Valley. Further exacerbating the impact of drought conditions on water users were legal requirements restricting pumping from the Sacramento-San Joaquin Delta. One of the consequences of both the drought and pumping restrictions was a significant increase in groundwater pumping as a means to replace reduced surface supplies. Such increase in groundwater pumping lowers groundwater tables, which in turn causes wells to go dry and land to subside, which has particularly been the case on the east side of the San Joaquin Valley. The Friant-Kern Canal has lost 60% of its capacity to convey water for both consumptive uses and groundwater recharge. Unless conveyance capacity is restored and increased, the subsidence will continue to get worse and those local communities, including disadvantaged communities, who largely rely on groundwater to serve their citizens, will continue to suffer adverse effects. Significant public benefits will result from this state investment, including avoiding increased unemployment, stabilization of groundwater, and securing a more stable food supply for California.

86127. The sum of seven hundred fifty million dollars (\$750,000,000) is appropriated from the Fund to the department for a grant to the Friant Water Authority for water conveyance capital improvements, including restored and increased conveyance capacity to and in the Madera and Friant-Kern canals, resulting in greater groundwater recharge, improved conveyance and utilization of floodwaters, and for water conservation. Improvements with funds provided by this paragraph shall be completed consistent with applicable state and federal laws and contracts.

86128. The sum of one hundred million dollars (\$100,000,000) is appropriated from the Fund to the Natural Resources Agency for actions that support projects defined in paragraph 11 in the settlement agreement to restore the San Joaquin River referenced in Section 2080.2 of the Fish and Game Code. Before expenditure may occur, formal concurrence on specific projects to be undertaken is required by the settling parties to the agreement.

86129. The diversion of water from Barker Slough to the North Bay Aqueduct adversely impacts listed fish species, and also adversely impacts water quality served to a large urban area. There would be multiple public benefits to relocating the diversion to the North Bay Aqueduct to the Sacramento River.

86130. The sum of five million dollars (\$5,000,000) is appropriated from the fund to the department to plan for a diversion of water from the Sacramento River to the North Bay Aqueduct to reduce the adverse impact on listed fish species, and provide a higher quality of drinking water to those served by the Aqueduct.

CHAPTER 11. Oroville Dam Flood Safety.

86131. Oroville Dam provides flood control for the Sacramento Valley. The inclusion of flood control at Oroville Dam was not an obligation of the public water agencies that receive water from Oroville Dam. The flood control function of Oroville Dam was paid for by the federal government.

86132. The sum of two hundred million dollars (\$200,000,000) is appropriated from the Fund to the department for repair and reconstruction of the spillways at the Oroville Dam.

86133. The sum of twenty-one million dollars (\$21,000,000) is appropriated from the Fund to the department. Fifteen million dollars (\$15,000,000) shall be spent for Feather River sediment management and removal between Live Oak and Verona in coordination with the Sutter Butte Flood Control Agency. Six million dollars (\$6,000,000) of these funds shall be awarded as a grant to the Sutter Butte Flood Control Agency for floodwater attenuation projects at the Oroville Wildlife Area that provide downstream flood control relief and ecosystem restoration.

86134. The sum of one million dollars (\$1,000,000) is appropriated from the Fund to the department for a grant to Butte County for capital outlay projects and equipment for emergency preparedness coordination and communications consistent with the California Office of Emergency Services Standardized Emergency Management System (SEMS).

CHAPTER 12. General Provisions.

86151. (a) In projects involving voluntary habitat restoration, water quality improvement and multi-benefit floodplain restoration each agency administering provisions of this division shall encourage interagency coordination and develop and utilize efficient project approval and permitting mechanisms, including but not limited to the provisions of Chapter 6.5 of Division 2 of the Fish and Game Code (regardless of whether that chapter is still in effect) and programmatic permits for voluntary habitat restoration, so as to avoid project delays and maximize the amount of money spent on project implementation.

(b) Projects designed to primarily protect migratory birds through acquisition, easements, restoration or other projects shall be consistent with the plans and recommendations established by the federal Migratory Bird Joint Venture partnerships that encompass parts of California.

(c) Any agency providing funds pursuant to this division to disadvantaged communities or economically distressed areas may provide funding to assist these communities in applying for that funding, including technical and grant writing assistance. These funds may be provided to nonprofit organizations and local public agencies assisting these communities.

(d) Any agency receiving funds pursuant to this division may contract for the services of resource conservation districts pursuant to Section 9003 of the Public Resources Code.

(e) Agencies may count in-kind contributions up to twenty-five percent (25%) of the total project cost as part of cost sharing. Agencies may count the value of the donated land in a bargain sale as part of cost sharing.

(f) Agencies considering proposals for acquisition of lands shall also consider the ability of the proposed final owner of the land to maintain it in a condition that will protect the values for which it is to be acquired, and to prevent any problems that might occur on neighboring lands if the land is not properly managed.

(g) Trust funds established pursuant to this act shall be managed pursuant to the requirements of the Uniform Prudent Management of Institutional Funds Act, Part 7 (commencing with Section 18501) of Division 9 of the Probate Code.

(h) Projects designed to primarily protect riparian habitat through acquisition, easements, restoration or other projects shall consider the plans and recommendations established by the California Riparian Habitat Conservation Program pursuant to Chapter 4.1 of Division 2 of the Fish and Game Code (commencing with Section 1385).

(i) The administering agency shall provide advance payment of 50% of grant awards for those projects that satisfy both of the following criteria:

(1) The project proponent is a disadvantaged community or eligible entity as defined in subdivision (a) of Section 86166, or the project benefits a disadvantaged community.

(2) The grant award for the project is less than one million dollars (\$1,000,000).

(j) Eligible grant costs shall include indirect costs as defined in federal Office of Management and Budget guidelines, as well as reasonable overhead costs.

(k) Agencies receiving funds designated for specific programs or grantees shall expedite the expenditure or transfer of those funds with the least amount of process necessary to comply with existing state laws and regulations, and the requirements of this division. It is the intent of this division that the expenditure or transfer of funds shall be efficient, cost-effective, and expeditious, and generally should occur no later than 90 days from demonstrated eligibility by the recipient for the funds requested.

86152. Agencies shall, to the extent practicable, quantify the amount of water generated for human and environmental use resulting from proposed expenditures they make pursuant to this division. Agencies shall, to the extent practicable, quantify the improvement in the quality of water generated for human and environmental use resulting from proposed expenditures they make pursuant to this division.

86153. To the extent consistent with the other provisions of this division, statewide agencies making grants pursuant to this division shall seek to allocate funds equitably to eligible projects throughout the state, including northern and southern California, coastal and inland regions, and Sierra and Cascade foothill and mountain regions.

86154. Applicants for grants pursuant to this division shall indicate whether the grant proposal is consistent with the local Integrated Regional Water Management Plan, if one exists. However, consistency with the Integrated Regional Water Management Plan shall not be required as a condition of any grant, and grant proposals shall not be given lower priority if they are not consistent with Integrated Regional Water Management Plans.

86155. (a) Notwithstanding any other provision of this division, a local public agency with a population of less than 100,000 and a median household income of less than one hundred percent (100%) of the state average household income shall be required to provide matching funds of no more than thirty-five percent (35%) for a grant for a project entirely within their jurisdiction. State agencies making grants to these local public agencies may provide funding in advance of construction of portions of the project, if the state agency determines that requiring the local public agency to wait for payment until the project is completed would make the project infeasible.

(b) Nothing in this section prohibits a state agency from making a grant to a disadvantaged community or economically distressed area that does not require cost sharing.

86156. Any repayment of loans made pursuant to this division, including interest payments, and interest earnings shall be deposited in the Fund and shall be available solely for the purposes of the chapter or section that authorized the loan.

86157. (a) Each state agency that receives an appropriation of funding made available by this division shall be responsible for establishing metrics of success and reporting the status of projects and all uses of the funding on the state's bond accountability Internet Web site.

(b) Each state agency that receives an appropriation of funding made available by this division shall do the following:

(1) Evaluate the outcomes of projects funded by this division.

(2) Include in the agency's reporting pursuant to Section 86003 the evaluation described in subdivision (a) of this section.

(3) Hold a grantee of funds accountable for completing projects funded by this division on time and within scope.

86158. (a) For projects carried out by state agencies pursuant to this division, up to ten percent (10%) of funds allocated for each program funded by this division may be expended for planning, monitoring and reporting necessary for the successful design, selection, and implementation of the projects and verification of benefits. An eligible entity receiving a grant for a project pursuant to this division may also receive sufficient funds for planning, monitoring and reporting necessary for the successful design, selection, and implementation of the projects. This section shall not otherwise restrict funds ordinarily used by an agency for "preliminary plans," "working drawings," and "construction" for a capital outlay project or grant project.

(b) Permit and plan check fees and reasonable administrative and indirect project fees and costs related to managing construction shall be deemed part of construction costs. Project costs allocated for project planning and design, and direct and indirect administrative costs shall be identified as separate line items in the project budget.

86159. Notwithstanding Section 16727 of the Government Code, funding provided pursuant to Chapters 6 and 8 may be used for grants and loans to nonprofit organizations to repay financing described in Section 22064 of the Financial Code related to projects that are consistent with the purposes of those chapters.

86160. Not more than a total of five percent (5%) of the funds allocated to any state agency under this division may be used to pay for its costs of administering programs and projects specified in this division.

86161. (a) Water quality monitoring data shall be collected and reported to the State board in a manner that is compatible and consistent with surface water monitoring data systems or groundwater monitoring data systems administered by the State board, consistent with Part 4.9 of Division 6. Watershed monitoring data shall be collected and reported to the Department of Conservation in a manner that is compatible and consistent with the statewide watershed program administered by the Department of Conservation.

(b) State agencies making grants or loans pursuant to this division may include specific expenditures for compliance with local, state and federal permitting and other requirements.

(c) Up to one percent (1%) of funds allocated for each program funded by this division may be expended for research into methods to improve water supply, water related habitat, and water quality relevant to that program, in addition to any other amounts provided for in this division.

86162. (a) Prior to disbursing grants or loans pursuant to this division, each state agency that receives an appropriation from the funding made available by this division to administer a grant or loan program under this division shall develop and adopt project solicitation and evaluation guidelines. The guidelines shall include monitoring and reporting requirements and may include a limitation on the dollar amount of each grant or loan to be awarded. The guidelines shall not include a prohibition on the recovery of reasonable overhead or indirect costs by local public agencies, Indian tribes or nonprofit organizations. If the state agency has previously developed and adopted project solicitation and evaluation guidelines that comply with the requirements of this division, it may use those guidelines. Overhead or indirect costs incurred by a local public agency, Indian tribe or nonprofit organization are eligible for reimbursement and shall not weigh negatively in the evaluation of funding proposals pursuant to this division.

(b) Prior to disbursing grants or loans, the state agency shall conduct three regional public meetings to consider public comments prior to finalizing the guidelines. The state agency shall publish the draft solicitation and evaluation guidelines on its website at least 30 days before the public meetings. One meeting shall be conducted at a location in northern California, one meeting shall be conducted at a location in the Central Valley of California, and one meeting shall be conducted at a location in southern California. Agencies without jurisdiction in one or more of these three regions may omit the meetings in the region or regions within which they do not have jurisdiction. Upon adoption, the state agency shall transmit copies of the guidelines to the fiscal committees and the appropriate policy committees of the Legislature.

(c) At least 45 days prior to soliciting projects pursuant to this division, a state agency administering funds pursuant to this division shall post an electronic form of the guidelines for grant applicants on its website. Project solicitation and evaluation guidelines shall only include criteria based on the applicable requirements of this division.

(d) Nothing in this division restricts agencies from enforcing and complying with existing laws.

86163. Each project funded from this division shall comply with the following requirements:

(a) The investment of public funds pursuant to this division will result in public benefits that address the most critical statewide needs and priorities for public funding, as determined by the agency distributing the funds.

(b) In the appropriation and expenditure of funding authorized by this division, priority will be given to projects that leverage private, federal, or local funding or produce the greatest public benefit. All state agencies receiving funds pursuant to this division shall seek to leverage the funds to the greatest extent possible, but agencies shall take into account the limited ability to cost share by small public agencies, and by agencies seeking to benefit disadvantaged communities and economically distressed areas.

(c) A funded project shall advance the purposes of the chapter from which the project received funding.

(d) In making decisions regarding water resources pursuant to this division, state and local agencies will use the best available science to inform those decisions.

(e) To the extent practicable, a project supported by funds made available by this division will include signage informing the public that the project received funds from the Water Supply and Water Quality Act of 2018.

(f) To the extent feasible, projects funded with proceeds from this division shall promote state planning priorities consistent with the provisions of Section 65041.1 of the Government Code and sustainable communities strategies consistent with the provisions of subparagraph (B) of paragraph (2) of subdivision (b) of Section 65080 of the Government Code.

(g) To the extent feasible, watershed objectives for private lands included in this division should be achieved through use of conservation easements and voluntary landowner participation, including, but not limited to, the use of perpetual conservation easements pursuant to Division 10.2 (commencing with Section 10200) and Division 10.4 (commencing with Section 10330) of the Public Resources Code, voluntary habitat credit exchange mechanisms, and conservation actions on private lands.

86164. Funds provided by this division shall not be expended to pay the costs of the design, construction, operation, mitigation, or maintenance of Delta water conveyance facilities. Those costs shall be the responsibility of the water agencies that benefit from the design, construction, operation, mitigation, or maintenance of those facilities.

86165. (a) This division does not diminish, impair, or otherwise affect in any manner whatsoever any area of origin, watershed of origin, county of origin, or any other water rights protections, including, but not limited to, rights to water appropriated prior to December 19, 1914, provided under the law. This division does not limit or affect the application of Article 1.7 (commencing with Section 1215) of Chapter 1 of Part 2 of Division 2, Sections 10505, 10505.5, 11128, 11460, 11461, 11462, and 11463, and Sections 12200 to 12220, inclusive.

(b) For the purposes of this division, an area that utilizes water that has been diverted and conveyed from the Sacramento River hydrologic region, for use outside the Sacramento River hydrologic region or the Delta, shall not be deemed to be immediately adjacent thereto or capable of being conveniently supplied with water therefrom by virtue or on account of the diversion and conveyance of that water through facilities that may be constructed for that purpose after January 1, 2018.

(c) Nothing in this division supersedes, limits, or otherwise modifies the applicability of Chapter 10 (commencing with Section 1700) of Part 2 of Division 2, including petitions related to any new conveyance constructed or operated in accordance with Chapter 2 (commencing with Section 85320) of Part 4 of Division 35.

(d) Unless otherwise expressly provided, nothing in this division supersedes, reduces, or otherwise affects existing legal protections, both procedural and substantive, relating to the State board's regulation of diversion and use of water, including, but not limited to, water right priorities, the protection provided to municipal interests by Sections 106 and 106.5, and changes in water rights. Nothing in this division expands or otherwise alters the State board's existing authority to regulate the diversion and use of water or the courts' existing concurrent jurisdiction over California water rights.

(e) Nothing in this division shall be construed to affect the California Wild and Scenic Rivers Act (Chapter

1.4 (commencing with Section 5093.50) of Division 5 of the Public Resources Code) or the federal Wild and Scenic Rivers Act (16 U.S.C. Section 1271 et seq.) and funds authorized pursuant to this division shall not be available for any project that could have an adverse effect on the values upon which a wild and scenic river or any other river is afforded protections pursuant to the California Wild and Scenic Rivers Act or the federal Wild and Scenic Rivers Act.

(f) Nothing in this division supersedes, limits, or otherwise modifies the Sacramento-San Joaquin Delta Reform Act of 2009 (Division 35 (commencing with Section 85000)) or any other applicable law, including, but not limited to, Division 22.3 (commencing with Section 32300) of the Public Resources Code.

(g) Notwithstanding any other provision of law, any agency or nonprofit organization acquiring land pursuant to this division may make use of the Natural Heritage Preservation Tax Credit Act of 2000 (Division 28 (commencing with Section 37000) of the Public Resources Code). Funds appropriate pursuant to this division that are not designated for competitive grant programs may also be used for the purposes of reimbursing the General Fund pursuant to the Natural Heritage Preservation Tax Credit Act of 2000.

(h) Funds provided pursuant to this division, and any appropriation or transfer of those funds, shall not be deemed to be a transfer of funds for the purposes of Chapter 9 (commencing with Section 2780) of Division 3 of the Fish and Game Code.

86166. (a) Applicants eligible to receive grants, loans and contracts pursuant to this division are public agencies, state universities (including university-managed national laboratories), resource conservation districts, nonprofit organizations, public utilities, mutual water companies, public water systems as defined in subdivision (h) of Section 116275 of the Health and Safety Code, urban water suppliers as defined in Section 10617 of the Water Code, federally recognized Indian tribes, federal agencies owning or managing land in California, and state Indian tribes listed on the Native American Heritage Commission's California Tribal Consultation List. State agencies granting funds pursuant to this division shall give priority to eligible applicants with experience in planning, designing, and developing the types of projects receiving funding from the agencies, or which have access to consulting help in these areas.

(b)(1) To be eligible for funding under this division, a project proposed by a public utility that is regulated by the Public Utilities Commission, or a mutual water company, shall have a clear and definite public purpose and the project shall benefit the customers of the watersystem and not the investors.

(2) To be eligible for funding under this division, an urban water supplier shall have adopted and submitted an urban water management plan in accordance with the Urban Water Management Planning Act, Part 2.6 (commencing with Section 10610) of Division 6.

(3) To be eligible for funding under this division, an agricultural water supplier shall have adopted and submitted an agricultural water management plan in accordance with the Agricultural Water Management Planning Act, Part 2.8 (commencing with Section 10800) of Division 6.

(4) In accordance with Section 10608.56, an agricultural water supplier or an urban water supplier is ineligible for grant funding under this division unless it complies with the requirements of Part 2.55 (commencing with Section 10608) of Division 6.

(5) Notwithstanding any other provision of this division, agencies receiving funds pursuant to this division may reduce or eliminate cost sharing requirements when making grants of one million dollars (\$1,000,000) or less to nonprofit organizations with budgets less than one million dollars (\$1,000,000) if

the agency determines that such grants would be the most effective way to achieve the purposes of this division.

86167. Where feasible, projects funded pursuant to this division may use the services of the California Conservation Corps or certified community conservation corps, as defined in Section 14507.5 of the Public Resources Code. Public agencies receiving funding under this division shall give additional priority to projects that involve the services of the California Conservation Corps or a certified community conservation corps, or other nonprofit entities that provide job training and education opportunities for veterans, foster care recipients, farmworkers or local youth in conservation or restoration projects.

86168. Each state agency that receives an appropriation of funding made available by this division shall be responsible for establishing and reporting on the state's bond accountability website each of the following: metrics of success, metrics for benefitting disadvantaged communities and economically distressed areas, progress in meeting those metrics, status of projects funded under this division, and all uses of the funding the state agency receives under this division. The Secretary of the Natural Resources Agency shall annually report to the Legislature expenditures made pursuant to this division, and the benefits derived from those expenditures.

86169. The proceeds of bonds issued and sold pursuant to this division (excluding the proceeds of any refunding bonds issued in accordance with Section 86192) shall be deposited in the Water Supply Reliability and Drought Protection Fund of 2018, which is hereby created in the State Treasury.

86169.1 Notwithstanding Section 13340 of the Government Code, moneys in the Water Supply Reliability and Drought Protection Fund of 2018 are continuously appropriated without regard to fiscal year for the purposes of this division in the manner set forth in this division. Funds authorized by, and made available pursuant to this division shall be available and expended only as provided in this division, and shall not be subject to appropriation or transfer by the Legislature or the Governor for any other purpose.

86170. Chapter 3.5 (commencing with Section 11340) of Part 1 of Division 3 of Title 2 of the Government Code does not apply to the development or implementation of programs or projects authorized or funded under this division.

86171. (a) Funds provided by this division shall not be used to support or pay for the costs of environmental mitigation, except for the costs of environmental mitigation for projects funded pursuant to this division.

(b) Funds provided by this division shall be used for environmental enhancements or other public benefits.

(c) Notwithstanding paragraphs (a) and (b) of this section, the costs of mitigation of the environmental impacts directly related and limited to expenditures under this division may be paid for by funds provided by this division.

(d) Funds available pursuant to this division shall not be expended to pay the costs of the design, construction, operation, mitigation, or maintenance of Delta conveyance facilities.

86172. Every entity implementing this division shall give highest priority to funding projects that combine relatively high cost-effectiveness, durability, and enhanced environmental quality.

86174. Acquisitions pursuant to Chapter 6 of this division shall be from willing sellers only.

86177. The requirement that a project be cost-effective does not require a full benefit/cost analysis.

86178. Agencies implementing this division shall give special consideration to projects that employ new or innovative technology or practices, including decision support tools that support the integration of multiple strategies and jurisdictions, including, but not limited to, water supply, wildfire reduction, habitat improvement, invasive weed control, flood control, land use, and sanitation.

86179. Any contract (including a contract to provide a grant) between a public agency, Indian tribe or nonprofit organization and the Department of Fish and Wildlife or the Wildlife Conservation Board for work funded pursuant to this division, or pursuant to Division 26.7 shall be considered a contract subject to the requirements of Section 1501.5 of the Fish and Game Code, and therefor shall not be considered a public work or a public improvement, and is not subject to Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

86179.1. Priority shall be given to the expenditure of funds on activities that affect the Delta and the species that rely on it that are generally consistent with the report "A Delta Renewed: A Guide to Science-Based Ecological Restoration in the Sacramento-San Joaquin Delta" prepared in 2016 by the San Francisco Estuary Institute-Aquatic Science Center.

86179.2. In the awarding of grants to be made by any agency pursuant to this act or Division 26.7 after the effective date of this act, overhead or indirect costs incurred by a local public agency, Indian tribe or nonprofit organization are eligible for reimbursement and shall not weigh negatively in the evaluation of funding proposals. Eligible grant costs shall include indirect costs as defined in federal Office of Management and Budget guidelines, as well as reasonable overhead costs. For nonprofit organizations, grants shall provide for reimbursement of indirect costs by applying the organization's federally negotiated indirect cost rate, if one exists. If a negotiated rate does not exist, the organization may elect to use the default indirect cost rate of 10 percent (10%) of its modified total direct costs as defined by the Office of Management and Budget.

86179.3. No grants made pursuant to this division shall result in an unmitigated increase in a community's exposure to flood hazards or in a net reduction in flood conveyance capacity of any publicly owned flood protection facility.

86179.4. In awarding grants for land acquisition, the Wildlife Conservation Board shall give preference to organizations that voluntarily pay property taxes.

CHAPTER 13. Fiscal Provisions.

86180. (a) Bonds in the total amount of eight billion eight hundred seventy-seven million dollars (\$8,877,000,000), or so much thereof as is necessary, not including the amount of any refunding bonds issued in accordance with Section 86192 may be issued and sold to provide a fund to be used for carrying out the purposes expressed in this division and to reimburse the General Obligation Bond Expense Revolving Fund pursuant to Section 16724.5 of the Government Code. The bonds, when sold, shall be and constitute a valid and binding obligation of the State of California, and the full faith and credit of the State of California is hereby pledged for the punctual payment of both principal of, and interest on, the bonds as the principal and interest become due and payable.

(b) The Treasurer shall from time to time sell the bonds authorized by the committee pursuant to Section 86182. Bonds shall be sold upon the terms and conditions specified in one or more resolutions to be adopted by the committee pursuant to Section 16731 of the Government Code.

86181. The bonds authorized by this division shall be prepared, executed, issued, sold, paid, and redeemed as provided in the State General Obligation Bond Law, and all of the provisions of that law, as that law may be amended, apply to the bonds and to this division and are hereby incorporated in this division as though set forth in full in this division, except subdivisions (a) and (b) of Section 16727 of the Government Code.

86182. (a) Solely for the purpose of authorizing the issuance and sale pursuant to the State General Obligation Bond Law of the bonds authorized by this division, the Water Supply Reliability and Drought Protection Finance Committee is hereby created. For purposes of this division, the Water Supply Reliability and Drought Protection Finance Committee is the “committee” as that term is used in the State General Obligation Bond Law.

(b) The finance committee consists of the Director of Finance, the Treasurer, and the Controller. Notwithstanding any other provision of law, any member may designate a representative to act as that member in his or her place for all purposes, as though the member were personally present.

(c) The Treasurer shall serve as chairperson of the finance committee.

(d) A majority of the finance committee may act for the finance committee.

86183. The finance committee shall determine whether or not it is necessary or desirable to issue bonds authorized by this division in order to carry out the actions specified in this division and, if so, the amount of bonds to be issued and sold. Successive issues of bonds may be authorized and sold to carry out those actions progressively, and it is not necessary that all of the bonds authorized to be issued be sold at any one time.

86184. For purposes of the State General Obligation Bond Law, “board,” as defined in Section 16722 of the Government Code, means the Secretary of the Natural Resources Agency.

86185. There shall be collected each year and in the same manner and at the same time as other state revenue is collected, in addition to the ordinary revenues of the state, a sum in an amount required to pay the principal of, and interest on, the bonds each year. It is the duty of all officers charged by law with any duty in regard to the collection of the revenue to do and perform each and every act that is necessary to collect that additional sum.

86186. Notwithstanding Section 13340 of the Government Code, there is hereby appropriated from the General Fund in the State Treasury, for the purposes of this division, an amount that will equal the total of the following:

(a) The sum annually necessary to pay the principal of, and interest on, bonds issued and sold pursuant to this division, as the principal and interest become due and payable.

(b) The sum that is necessary to carry out the provisions of Section 86189, appropriated without regard to fiscal years.

86187. The board may request the Pooled Money Investment Board to make a loan from the Pooled Money Investment Account in accordance with Section 16312 of the Government Code for the purpose of carrying out this division less any amount withdrawn pursuant to Section 86189. The amount of the request shall not exceed the amount of the unsold bonds that the committee has, by resolution, authorized to be sold (excluding any refunding bond authorized pursuant to Section 86192) for the purpose of carrying out this division. The board shall execute those documents required by the Pooled Money Investment Board to obtain and repay the loan. Any amounts loaned shall be deposited in the Fund to be allocated in accordance with this division.

86188. Notwithstanding any other provision of this division, or of the State General Obligation Bond Law, if the Treasurer sells bonds that include a bond counsel opinion to the effect that the interest on the bonds is excluded from gross income for federal tax purposes under designated conditions or is otherwise entitled to any federal tax advantage, the Treasurer may maintain separate accounts for the bond proceeds invested and for the investment earnings on those proceeds, and may use or direct the use of those proceeds or earnings to pay any rebate, penalty, or other payment required under federal law or take any other action with respect to the investment and use of those bond proceeds, as may be required or desirable under federal law in order to maintain the tax-exempt status of those bonds and to obtain any other advantage under federal law on behalf of the funds of this state.

86189. For the purposes of carrying out this division, the Director of Finance may authorize the withdrawal from the General Fund of an amount or amounts not to exceed the amount of the unsold bonds that have been authorized by the committee to be sold (excluding any refunding bond authorized pursuant to Section 86192) for the purpose of carrying out this division less any amount borrowed pursuant to Section 86187. Any amounts withdrawn shall be deposited in the Fund. Any moneys made available under this section shall be returned to the General Fund, with interest at the rate earned by the moneys in the Pooled Money Investment Account, from proceeds received from the sale of bonds for the purpose of carrying out this division.

86190. All moneys deposited in the Fund that are derived from premium and accrued interest on bonds sold pursuant to this division shall be reserved in the Fund and shall be available for transfer to the General Fund as a credit to expenditures for bond interest, except that amounts derived from premium may be reserved and used to pay the cost of bond issuance prior to any transfer to the General Fund.

86191. Pursuant to the State General Obligation Bond Law, the cost of bond issuance shall be paid out of the bond proceeds, including premiums, if any. To the extent the cost of bond issuance is not paid from premiums received from the sale of bonds, these costs shall be shared proportionately by each program funded through this division by the applicable bond sale.

86192. The bonds issued and sold pursuant to this division may be refunded in accordance with Article 6 (commencing with Section 16780) of Chapter 4 of Part 3 of Division 4 of Title 2 of the Government Code, which is a part of the State General Obligation Bond Law. Approval by the voters of the state for the issuance of the bonds under this division shall include approval of the issuance of any bonds issued to refund any bonds originally issued under this division or any previously issued refunding bonds. Any bond refunded with the proceeds of refunding bonds as authorized by this section may be legally defeased to the extent permitted by law in the manner and to the extent set forth in the resolution, as amended from time to time, authorizing such refunded bonds.

86193. The proceeds from the sale of bonds authorized by this division are not "proceeds of taxes" as that term is used in Article XIII B of the California Constitution, and the disbursement of these proceeds is

not subject to the limitations imposed by that article.

SECTION 2. Section 1 of this act shall take effect immediately upon approval by the voters of the Water Supply and Water Quality Act of 2018, as set forth in that section at the November 6, 2018, statewide general election. In order to fund a water supply reliability and drought protection program at the earliest possible date, it is necessary that this act take effect immediately.

SECTION 3. Conflicting Provisions.

(a) The provisions and intent of the Water Supply and Water Quality Act of 2018 shall be given precedence over any state law, statute, regulation or policy that conflicts with this section, and the policy and intent of this act shall prevail over any such contrary law, statute, regulation or policy.

(b) If this division is approved by the voters, but superseded by any other conflicting ballot division approved by more voters at the same election, and the conflicting ballot division is later held invalid, it is the intent of the voters that this act shall be given the full force of law.

(c) If any rival or conflicting initiative regulating any matter addressed by this act receives the higher affirmative vote, then all non-conflicting parts of this act shall become operative.

SECTION 4. If any provision of this act or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this act that can be given effect without the invalid provisions or applications, and to this end the provisions of this act are severable.

SECTION 5.

Section 2799.7 is added to the Fish and Game Code to read:

2799.7. Subdivision (f) of Section 2787 does not apply to Section 2795. Notwithstanding other provisions of this article and Section 13340 of the Government Code, as of July 2, 2020 funds transferred pursuant to Section 2795 shall be continuously appropriated to the Wildlife Conservation Board for purposes of Chapter 8 (commencing with Section 86120) of Division 38 of the Water Code.

SECTION 6.

Part 12 is added to Division 6 of the Water Code to read:

Section 11860. (a) Notwithstanding any other provision of law (including Section 13340 of the Government Code and Sections 39710 through 39723 of the Health and Safety Code), the fees paid, the cost of compliance instruments acquired, and the increased cost of power purchased by the Department of Water Resources, hereafter "Department," as a result of the implementation of Division 25.5 of the Health and Safety Code are continuously appropriated to the Department from the Greenhouse Gas Reduction Fund, as defined in Section 16428.8 of the Government Code, and the fees paid, the cost of compliance instruments acquired and the increased cost of power purchased by the Metropolitan Water District of Southern California (Statutes 1969, chapter 209, as amended), hereafter "District," as a result of the implementation of Division 25.5 of the Health and Safety Code are continuously appropriated to the District from the Greenhouse Gas Reduction Fund, as defined in Section 16428.8 of the Government Code.

(b) The funds appropriated to the Department pursuant to this section shall be expended within the State Water Resources Development System, and on consumer water conservation programs within the jurisdiction of the State Water Resources Development System.

(c) The funds appropriated to the District pursuant to this section shall be expended within the water storage, treatment, conveyance, and distribution system of the District and on consumer water conservation programs within the jurisdiction of the District.

(d) Of the consumer water conservation programs authorized by subdivisions (b) and (c), highest priority shall be given to those benefitting disadvantaged communities (as defined subdivision (a) of Section 79505.5, as it may be amended) and economically distressed areas (as defined in subdivision (k) of Section 79702, as it may be amended).

(e) All expenditures pursuant to this section shall meet the requirements of Chapter 4.1 of Part 2 of Division 26 of the Health and Safety Code. The Department and District will provide an annual report to the Air Resources Board on the prior-year's project implementation along with a plan for current year implementation.

(f) No funds provided by this part shall be expended to pay the costs of the design, construction, operation, mitigation, or maintenance of new Delta water conveyance facilities. No funds provided by this section shall be expended to pay the costs of construction of new surface water storage facilities or to expand the capacity of the California Aqueduct or the Colorado River Aqueduct. Those costs shall be the responsibility of the water agencies that benefit from the design, construction, operation, mitigation, or maintenance of those facilities.

(g) All reasonable and feasible measures shall be taken to reduce, avoid, or mitigate significant negative environmental impacts from projects undertaken pursuant to this section.

Section 11861. (a) Notwithstanding any other provision of law (including Section 13340 of the Government Code and Sections 39710 through 39723 of the Health and Safety Code), the fees paid, the cost of compliance instruments acquired, and the increased cost of power purchased by the Contra Costa Water District, hereafter "District," as a result of the implementation of Division 25.5 of the Health and Safety Code are continuously appropriated to the District from the Greenhouse Gas Reduction Fund, as defined in Section 16428.8 of the Government Code, and the fees paid, the cost of compliance instruments acquired and the increased cost of power purchased by the San Luis and Delta Mendota Water Authority hereafter "San Luis Authority," as a result of the implementation of Division 25.5 of the Health and Safety Code are continuously appropriated to the San Luis Authority from the Greenhouse Gas Reduction Fund, as defined in Section 16428.8 of the Government Code.

(b) (1) The funds appropriated to the Contra Costa Water District pursuant to this section shall be expended within the boundaries of the District, and on consumer water conservation programs within the District.

(2) The funds appropriated to the San Luis Authority pursuant to this section shall be expended within the water storage, treatment, conveyance, and distribution system of the San Luis Authority and on water conservation, water quality improvement, water treatment, water supply and similar water programs within the jurisdiction of the Authority.

(c) Of the funds appropriated pursuant to subdivision (b), highest priority shall be given to those projects

benefitting disadvantaged communities (as defined subdivision (a) of Section 79505.5, as it may be amended) and economically distressed areas (as defined in subdivision (k) of Section 79702, as it may be amended).

(d) All expenditures pursuant to this section shall meet the requirements of Chapter 4.1 of Part 2 of Division 26 of the Health and Safety Code. The District and San Luis Authority will provide an annual report to the Air Resources Board on the prior-year's project implementation along with a plan for current year implementation.

(e) All reasonable and feasible measures shall be taken to reduce, avoid, or mitigate significant negative environmental impacts from projects undertaken pursuant to this section.

WATER BONDS FUNDING COMPARISON

Funding Category	Proposition 68 \$4.1 B (June Ballot)	November Bond \$8.9 B
	Funding in Millions	Funding in Millions
Forest Protection	\$110	\$120
Recycled Water and Desalination	\$80	\$800
Safe Drinking Water (and Wastewater)	\$330	\$750
SGMA Implementation	\$50	\$640
Conservation	\$20	\$365
Flood Management	\$550	\$500
Stormwater	\$100	\$400
Oroville Dam Safety	\$0	\$222
Madera & Friant-Kern Canals Improvements	\$0	\$750

This is a highlight comparison of the funding categories in the two water bonds. This is not a complete list of the funding categories.

This publication is intended to provide general information about how Proposition 68 and the proposed November water bond would affect ACWA member agencies. Readers are encouraged to research the opponents' and proponents' views on both bonds.

FOR MORE INFORMATION

Questions about the two water bonds may be directed to ACWA Deputy Executive Director for Government Relations **Cindy Tuck** at cindyt@acwa.com.



THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA

MWD MEETING AGENDA

DRAFT AGENDA

Board Meeting

June 12, 2018

12:00 p.m. – Boardroom

June 12, 2018 Meeting Schedule		
9:00 a.m.	L&C	Rm. 2-145
10:00 a.m.	C&LR	Rm. 2-456
11:00 a.m.	OP&T	Rm. 2-145
12:00 p.m.	Board Mtg	Boardroom

MWD Headquarters Building

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700 N. Alameda Street

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Los Angeles, CA 90012

1. Call to Order

- (a) Invocation: Arman Motavvef, Assistant Engineer,
Engineering Services
- (b) Pledge of Allegiance: Director John W. Murray, Jr.,
City of Los Angeles

2. Roll Call

3. Determination of a Quorum

- 4. Opportunity for members of the public to address the Board on matters within the Board's jurisdiction. (As required by Gov. Code § 54954.3(a))

5. OTHER MATTERS

- A. Approval of the Minutes of the Meeting for May 8, 2018
(A copy has been mailed to each Director)
Any additions, corrections, or omissions
- B. Report on Directors' events attended at Metropolitan expense for month of May 2018
- C. Approve committee assignments
- D. Chairman's Monthly Activity Report

6. DEPARTMENT HEADS' REPORTS

- A. General Manager's summary of activities for the month of May 2018
- B. General Counsel's summary of activities for the month of May 2018
- C. General Auditor's summary of activities for the month of May 2018
- D. Interim Ethics Officer's summary of activities for the month of May 2018

7. CONSENT CALENDAR ITEMS — ACTION

- 7-1 Adopt CEQA determination and approve up to \$1.176 million to purchase insurance coverage for Metropolitan's Property and Casualty Insurance Program. (F&I)

Recommendation:

Option #1:

Adopt the CEQA determination that the proposed action is not defined as a project, and is not subject to CEQA; and

Approve up to \$1.176 million to renew all the expiring excess liability and specialty insurance policies, and maintain the same retentions and coverage limits.

- 7-2 Adopt CEQA determination and appropriate \$450,000 for the Water Ordering and Energy Scheduling System (Appropriation No. 15501.) (OP&T)

Recommendation:

Option #1:

Adopt CEQA determination that the proposed action is not defined as a project, and is not subject to CEQA, and

- a. **Appropriate \$450,000; and**
- b. **Replace the Energy Management System with the Water Ordering and Energy Scheduling System, incorporating additional scheduling and reporting functionality.**

- 7-3** Adopt CEQA determination and authorize payment of up to \$708,800 for support of the Colorado River Board and Colorado River Authority for fiscal year 2018/19. (WP&S)

Recommendation:

Option #1:

Adopt the CEQA determination that the proposed action is not defined as a project, and is not subject to CEQA and, by a two-thirds vote,

Authorize the General Manager to make payment of up to \$708,800 for the Colorado River Board/Six Agency Committee and Authority for FY 2018/19.

END OF CONSENT CALENDAR

8. OTHER BOARD ITEMS — ACTION

- 8-1** Adopt CEQA determination and approve Metropolitan's Statement of Investment Policy for fiscal year 2018/19, and delegate authority to the Treasurer to invest Metropolitan's funds for fiscal year 2018/19. (F&I)

Recommendation:

Option #1:

Adopt the CEQA determination that the proposed action is not defined as a project; and

- a. Approve the Statement of Investment Policy for fiscal year 2018/19 (Attachment 1 of the board letter); and**
- b. Delegate authority to the Treasurer to invest Metropolitan's funds for fiscal year 2018/19.**

- 8-2** Adopt CEQA determination and appropriate \$7.7 million; and award \$5,553,669 contract to Henkels & McCoy, Inc. to replace the 2.4 kV power line at Intake Pumping Plant (Appropriation No. 15438.) (E&O)

Recommendation:

Option #1:

Adopt the CEQA determination that the proposed action was previously determined to be categorically exempt, and that no further environmental analysis or documentation is required, and

- a. Appropriate \$7.7 million;**
- b. Award \$5,553,669 million contract to Henkels & McCoy, Inc. to replace the 2.4 kV power line at Intake Pumping Plant.**

- 8-3** Adopt CEQA determination and appropriate \$10 million; and authorize capital program for projects costing less than \$400,000 for fiscal years 2018/19 and 2019/20 (Appropriation No. 15504.) (E&O)

Recommendation:

Option #1:

Adopt the CEQA determination that the proposed actions are not defined as a project or are categorically exempt from CEQA, and

- a. Appropriate \$10 million;**
- b. Authorize the General Manager to initiate capital projects costing less than \$400,000 and perform all required work including the preparation of necessary environmental documentation; and**
- c. Designate the General Manager as the decision-making body for purposes of reviewing, approving, and certifying any environmental documentation that may be required for such projects.**

BOARD INFORMATION ITEMS

- 9-1** Update on Conservation Program
- 9-2** Information on the proposed State Water Project Contract Extension Amendment (WP&S)

10. FOLLOW-UP ITEMS

11. FUTURE AGENDA ITEMS

12. ADJOURNMENT

NOTE: At the discretion of the Board, all items appearing on this agenda and all committee agendas, whether or not expressly listed for action, may be deliberated and may be subject to action by the Board.

Each agenda item with a committee designation will be considered and a recommendation may be made by one or more committees prior to consideration and final action by the full Board of Directors. The committee designation appears in parentheses at the end of the description of the agenda item e.g., (E&O, F&I). Committee agendas may be obtained from the Board Executive Secretary.

Writings relating to open session agenda items distributed to Directors less than 72 hours prior to a regular meeting are available for public inspection at Metropolitan's Headquarters Building and on Metropolitan's Web site <http://www.mwdh2o.com>.

Requests for a disability related modification or accommodation, including auxiliary aids or services, in order to attend or participate in a meeting should be made to the Board Executive Secretary in advance of the meeting to ensure availability of the requested service or accommodation.